AGREEMENT FOR SALE

FOR UNIT NO.1208 ON THE 12TH FLOOR IN

LOTUS LINK SQUARE

513/13768

Monday, December 09,2019 6:04 PM पावती

Original/Duplicate नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 14424

दिनांक: 09/12/2019

गावाचे नाव: अंधेरी

दस्तऐवजाचा अनुक्रमांक: बदर17-13768-2019

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: उमेश सदाशिव मुंडे

नोंदणी फी दस्त हाताळणी फी

रु. 30000.00 रु. 4500.00

पृष्ठांची संख्या: 225

एकूण:

₹. 34500.00

सहःद.नि.का.अंधेरी-6

र्वावई उपनगर जिल्हा.

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 6:23 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.15830684.1 /-मोबदला रु.8679204/-

भरलेले मुद्रांक शुल्क : रु. 950000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0912201911631 दिनांक: 09/12/2019

बँकेचे नाव व पत्ताः

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0912201911594 दिनांक: 09/12/2019

बेंकेचे नाव व पत्ता

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009272808201920M दिनांक: 09/12/2019

बँकेचे नाव व पत्ता

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0912201911570 दिनांक: 09/12/2019

बँकेचे नाव व पत्ता:

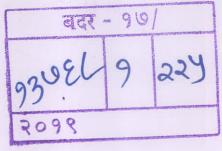
Gr.

REGISTERED ORIGINAL DOCUMENT

...

		मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)			
Valuation ID	2019120945	503			09 December 2	2019,05:53:43 PN बंदर।
मुल्यांकनाचे वर्ष जिल्हा मुल्य विभाग उप मुल्य विभाग सर्व्हें नंबर /न. भू. क्रमांक	2019 मुंबई(उपनगर) 39-अंधेरी (अंधेरी) 39/198भुभाग: उत्त सि.टी.एस. नंबर#19	रेकडे जयप्रकाश मार्ग, पुर्वेस	। लिंक रोड व म्हाडा डी. एन.	नगर ले-आऊटची ह	दद, दक्षिण व पश्चिमे	
वार्षिक मूल्य दर तक्त्यानु खुली जमीन 120100	सार मूल्यदर रु. निवासी सदनिका 200000	कार्यालय 239400	दुकाने 291400	औद्योगीक 200000	मोजमाप चौरस मी	नाचे एकक टर
बांधीव क्षेत्राची माहिती बांधकाम क्षेत्र(Built Up)- बांधकामाचे वर्गीकरण- उद्ववाहन सुविधा-	56.63चौरस मीटर 1=आर सी सी आहे मधील कार्यालये/व्यावसायिक	मिळकतीचे वय- मजला -	कार्यालये/व्यावसायिक 0 TO 2वर्षे 11th floor To 20th floo		चा प्रकार- गंधकामाचा दर -	बांधीव Rs.239400/-
मजला निहाय घट/वाढ		= 110% apply to rate= Rs	3.263340/-			
	चा प्रति चौ. मीटर मुल्यदर		3.263340/- खुल्या जमिनीचा दर) * घसा-या	नुसार टक्केवारी)+ खुल	न्या जिमनीचा दर)	
		=(((वार्षिक मुल्यदर -			न्या जमिनीचा दर)	
		=(((वार्षिक मुल्यदर -	खुल्या जिमनीचा दर) * घसा-या		न्या जमिनीचा दर)	
घसा-यानुसार मिळकती	चा प्रति चौ. मीटर मुल्यदर	=(((वार्षिक मुल्यदर - = (((263340-120 = Rs.263340/- = वरील प्रमाणे मुल्य दर * वि = 263340 * 56.63	खुल्या जिमनीचा दर) * घसा-या 100) * (100 / 100))+1201		न्या जमिनीचा दर)	
घसा-यानुसार मिळकती भ) मुख्य मिळकतीचे मुल्य	चा प्रति चौ. मीटर मुल्यदर	=(((वार्षिक मुल्यदर - = (((263340-120 = Rs.263340/- = वरील प्रमाणे मुल्य दर * वि	खुल्या जिमनीचा दर) * घसा-या ११००) * (१०० / १००))+१२०१ मेळकतीचे क्षेत्र		न्या जिमनीचा दर)	
घसा-यानुसार मिळकती) मुख्य मिळकतीचे मुल्य E) बंदिस्त वाहन तळाचे क्षेत्र	चा प्रति चौ. मीटर मुल्यदर व त्य = मुख्य मिळकतीचे तळाचे मुल्य + खुल्य	=(((वार्षिक मुल्यदर - = (((263340-120 = Rs.263340/- = वरील प्रमाणे मुल्य दर * वि = 263340 * 56.63 = Rs.14912944.2/- 13.94 चौरस मीटर = 13.94 * (263340 * 25/1 = Rs.917739.9/- मुल्य -तळघराचे मुल्य + मेझॅनाई- । जिमनीवरील वाहन तळाचे मुल्य	खुल्या जिमनीचा दर) * घसा-या ११००) * (१०० / १००))+१२०१ मेळकतीचे क्षेत्र	100)		
घसा-यानुसार मिळकती 4) मुख्य मिळकतीचे मुल्य E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मुल	चा प्रति चौ. मीटर मुल्यदर व त्य = मुख्य मिळकतीचे तळाचे मुल्य + खुल्य = A + B + C + I	=(((वार्षिक मुल्यदर - = (((263340-120 = Rs.263340/- = वरील प्रमाणे मुल्य दर * वि = 263340 * 56.63 = Rs.14912944.2/- 13.94चौरस मीटर = 13.94 * (263340 * 25/1 = Rs.917739.9/- मुल्य -तळघराचे मुल्य + मेझॅनाई- ा जिमनीवरील वाहन तळाचे मुल्य D + E + F + G + H + I	खुल्या जिमनीचा दर) * घसा-या ११००) * (१०० / १००))+1201 मेळकतीचे क्षेत्र १००) न मजला क्षेत्र मुल्य + लगतच्या गच्च + इमारती भीवतीच्या खुल्या जागेचे	100)		
घसा-यानुसार मिळकती) मुख्य मिळकतीचे मुल्य ट) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मुल	चा प्रति चौ. मीटर मुल्यदर व त्य = मुख्य मिळकतीचे तळाचे मुल्य + खुल्य = A + B + C + I	=(((वार्षिक मुल्यदर - = (((263340-120 = Rs.263340/- = वरील प्रमाणे मुल्य दर * वि = 263340 * 56.63 = Rs.14912944.2/- 13.94 चौरस मीटर = 13.94 * (263340 * 25/) = Rs.917739.9/- मुल्य -तळघराचे मुल्य + मेझॅनाई- ा जिमनीवरील वाहन तळाचे मुल्य D + E + F + G + H + I	खुल्या जिमनीचा दर) * घसा-या ११००) * (१०० / १००))+1201 मेळकतीचे क्षेत्र १००) न मजला क्षेत्र मुल्य + लगतच्या गच्च + इमारती भीवतीच्या खुल्या जागेचे	100)		

Home Print







Receipt of Document Handling Charges

PRN

0912201911594

Receipt Date

10/12/2019

Received from LOTUS GRIH NIRMAN PRIVATE LIMITED, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 13768 dated 09/12/2019 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.

DEFACED ₹ 2000

DEFACED

Payment Details

Bank Name	PUNB	Payment Date	09/12/2019
Bank CIN	10004152019120909375	REF No.	196063261
Deface No	. 0912201911594D	Deface Date	09/12/2019

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

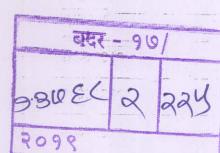
SUBURBAN D

Bank C N 1 100 3

Defat 10 391/2

Tiel one or

9-9W





Receipt of Document Handling Charges

PRN

0912201911570

Receipt Date

10/12/2019

Received from LOTUS GRIH NIRMAN PRIVATE LIMITED, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 13768 dated 09/12/2019 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000
DEFACED

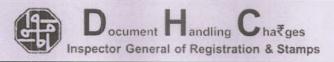
Payment Details

Bank Nan	ne PUNB	Payment Date 09/12/2019						
Bank CIN	10004152019120909352	REF No.	196062906					
Deface No	0912201911570D	Deface Date	09/12/2019		***			

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

93084 3 ary





Receipt of Document Handling Charges

PRN

0912201911631

Receipt Date

09/12/2019

Received from LOTUS GRIH NIRMAN PRIVATE LIMITED, Mobile number 0000000000, an amount of Rs.500/-, towards Document Handling Charges for the Document to be registered on Document No. 13768 dated 09/12/2019 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.

DEFACED

₹ 500

DEFACED

Payment Details

Bank Name	PUNB	Payment Date	09/12/2019
Bank CIN	10004152019120909401	REF No.	196063645
Deface No	0912201911631D	Deface Date	09/12/2019

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

9366 8 224 2099





CHALLAN MTR Form Number-6



GRN MH009272808201	920M BARCODE			III Date	9 09/12/2019-12:	15:29	Forn	ı ID	25.2	
Department Inspector Ge	eneral Of Registration			Payer Deta	ils					
	Stamp Duty ype of Payment Registration Fee			ny)						
Type of Payment Registra				pplicable)					~	
Office Name BDR17_JT	SUB REGISTRAR ANDHER	RI 6	Full Name		LOTUS GRIH NIF	MAN	PRIV	ATE L	IMITED	
Location MUMBAI										
Year 2019-2020	One Time		Flat/Block N	lo.	UNIT NO.1208	12TH	FLO	OOR	LOTUS	LINE
			Premises/B	uilding	SQUARE					
Account H	ead Details	Amount In Rs.							1	
0030045501 Stamp Duty		950000.00	Road/Street		D N NAGAR NEW	/ LINK	ROA	D		
0030063301 Registration F	-ee	30000.00	Area/Locality ANDHERI WEST MUMBAI							
	578		Town/City/D	District						
	A REST		PIN AX III			4	0	0	0 5	5 3
			Remarks (If	Any)	The same					
	6116 A		SecondPartyName=UMESH SADHASHIV MUNDE-							
DEPARED		e der bed								
980000.00				AL ACTUAL						
					27,178					
EFACE			Amount In	Nine Lal	kh Eighty Thousand	d Rupe	es O	nly		
Total		9,80,000.00	Words		TVACTOR					4
Payment Details	ayment Details PUNJAB NATIONAL BANK				OR USE IN RECEI	VING	BAN	K	4	
	Cheque-DD Details		Bank CIN	Ref. No.	0300617201912	20900	267 0	9121	9M74353	11
Cheque/DD No.			Bank Date	RBI Date	09/12/2019-13:	50:44	1	lot Ve	erified with	h RBI
Name of Bank			Bank-Branc	h	PUNJAB NATIO	DNAL	BANK			
Name of Branch			Scroll No. ,	Date	1 , 10/12/2019	Name and Address of the	_			
Department ID :			-	The state of the s	010	Moh	ilo No		0000	20000

Department ID : Motile No. : 00000000000 Motile No. : NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निवंधक कार्यालयात नोदंगी करावयाच्या दस्तासाठी लागु आहे , नोदंगी न करावयाच्या दस्तासाठी सदर चलन लागु नाही .

Challan Defaced Details

 Sr. No.
 Remarks
 Defacement No.
 Defacement Date
 Userid
 Defacement Amount

 1
 (iS)-513-13768
 000-783544201920
 09/12/2019-18:04:21
 IGR554
 30000.00

Page 1/2

Print Date 10-12-2019 06:45:07

GRN:	MH009272808201920M	Amount: 9,80,000.00	Bank: PUNJAB NATIO	NAL BANK	Date :	09/12/2019-12:15:29
2	(iS)-513-13768	0004789544201920	09/12/2019-18:04:21	IGR554		950000.00
			Total Defacement Amount			9,80,000.00



CHALLAN MTR Form Number-6



GRN MH009272808201920M BARCODE			III Date	09/12/2019-1	2:15:29	Form ID	2	5,2			
Department Inspector General Of Registration		R .	Payer Do	etails							
Stamp Duty Type of Payment Registration Fee	TAX ID (If A	пу)						1			
	PAN No.(If A	pplicable)		8.51		8		- 1			
Office Name BDR17_JT SUB REGISTRAR ANDHE	RI 6	Full Name		LOTUS GRIH	NIRMAN P	RIVATE	LIMIT	ED			
Location MUMBAI -									*		
Year 2019-2020 One Time		Flat/Block N	o.	UNIT NO.120	8 12TH	FLOOR	R LO	TUS	LINK		
		Premises/Bi	uilding	SQUARE							
Account Head Details	Amount In Rs.										
0030045501 Stamp Duty	950000.00	Road/Street		D N NAGAR N	EW LINK I	ROAD					
0030063301 Registration Fee	30000.00	0.00 Area/Locality ANDHERI WEST MUMBAI									
		Town/City/D	istrict								
		PIN			4	0 0	0	5	. 3		
		Remarks (If Any) SecondPartyName=UMESH SADHASHIV MUNDE~			4,-						
		930EL E 224 2099		4							
			2	098			-		*		
		Amount In		h Eighty Thousa		A CONTRACTOR OF THE PARTY OF TH					
Total	9,80,000.00	Words	1		1000						
Payment Details PUNJAB NATIONAL BA	FOR USE IN RECEIVING BANK										
Cheque-DD Details		Bank CIN	Ref. No.	03006172019120900267 091219M743531							
Cheque/DD No.		Bank Date	RBI Date	09/12/2019-1	3:50:44	Not '	/erified	l with	RBI		
Name of Bank		Bank-Branch PUNJAB NATIONAL BANK									
Name of Branch		Scroll No. , Date Not Verified with Scroll									

Department ID : Mobile No. : 00000000000 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . नोदंणी न करावयाच्या वस्तांसाठी सदर चलन लागु नाही .

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THE JOINT SUB-REGISTREND AND HERRING OF THE STATE OF THE

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१९-२०

१.दस्ताचा प्रकार : कुरिश्विर्गामा अनुस्केट क्रमांक : २५०)
१.दस्ताचा प्रकार : कुरिन्गि आनुच्छेद कमांक : 250) २.सदरकर्त्याचे नाव : 50 3781 सहार्थप कुर
३.तालुका : मुंबई / अंधेरी / बोरीवली / कुर्ली
४.गावाचे नाव :
५.नगरभुमापन क्रमांक / सर्व्हें क्र. / अंतिम भुखंड क्रमांक : 195 रिवर्ज
६.मूल्य दरविभाग (झोन) : 39 उपविभाग : 198
७.मिळकतीचा प्रकार :- खुली जमीन : निवासी कार्यालय दुकान औद्योगिक
प्रति चौ मी.दर : 239400
८.दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ : 56.63 कार्पेट/बिल्टअप चौ मी / फूट
९.कारपार्किंग: गच्ची : पोटमाळा :
१०.मजला क्रमांक: 12 पा उदवाहन सुविधा आहे ।नाही
११.बांधकाम वर्ष : घसारा :
१२.बांधकामाचा प्रकार : आरसीसी / इतर प्रक्के / कर्रच
१३.बाजारमुल्यदर तक्त्यातील मार्गदर्शक सूचना क्र ज्यान्वये दिलेली घट / वाढ
१. रहिवासी / कार्यालय / दुकान / औद्योगिक दर (अ) : 239400
२. जिमनाचा दर (ब) : व दर - 9७/
३. जिमनाचा दर वजाकरता उर्वरित रक्कम (अ - ब = क) :
४. बांधकाम वर्षानुसार मिळणारा घसारा - (इ):%
9. घसारा देऊन येणारी रक्कम (क x ड) :(ई)
६. (ब + ई) = निर्धारित दर : <u>239400</u>
मुल्यांकन = क्षेत्रफळ: 56.63 х निर्धारित दर: 239400Х (-10= 1,49, 13,000)
атенаю: 1 x 1394 x 239400X110 x.25 = 9 18,000
गच्ची : x .40 =
मोबदला : <u>86, 79, 204</u> एक्पा बाजारमूल्य : <u>1,58, 31,000</u> मुद्रांक शुल्क : <u>9,50,000</u> मिस्स अस्ति अस्त
मुद्रांक शुल्क : 9,50,000 मिंद्री निवसके के रिवर्ग
मुद्रांक शुल्क :
लिपीक सह दुस्यम निबंध्क रेर्

AGREEMENT FOR SALE

THIS AGREEMENT is made and executed at Mumbai, on this ______ day of _______ becember in the Christian Year Two Thousand and Nineteen (2019) ("Agreement");

BETWEEN

the provisions of the Companies Act, 1956 and deemed to be incorporated under the provisions of the Companies Act, 2013 and having its registered office at 1301, Lotus Trade Centre, New Link Road, Andheri (West), Mumbai - 400 053, hereinafter referred to as "the Developer", (which expression shall, 900) ess repugnant to the context or meaning thereof, be deemed to mean and include the Successors and assigns) of the ONE PART;

AND

(1) MR.UMESH SADHASHIV MUNDE, Indian Inhabitant/s/resident India, having his address at C-601, Mayuresh Cosmos, Plot No.37, Sector-11, CBD, Navi Mumbai — 410210 and (2) MR.SAUMIL VIREN SHAH Indian Inhabitant/s/resident India, having his address at G-501, Serenity Complex, Off.Link Road, behind Oshiwara Police Station, Andheri (West), Mumbai — 400102; hereinafter called "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include shis heirs, executors, administrators) of the OTHER PART:

The Developer and the Purchaser/s are hereinafter individually referred to as "Party" and collectively as "the Parties".

WHEREAS:

- (A) The Maharashtra Housing Board (hereinafter referred to as "the Board") was at all relevant times prior to 1976, the Owner of the land admeasuring 2226.17 square meters bearing Survey No. 106-A and CTS No. 195 (part) of Village Andheri, Taluka Ambivali, within the registration sub-district of Mumbai Suburban (hereinafter referred to as the "said Land"). The said Land is shown as marked in red colour boundary lines on the plan annexed hereto and marked as <u>Annexure 'A'</u> and is more particularly described in the *First Schedule* hereunder written;
- (B) The Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA") was constituted as a statutory body on 5th

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December, 1977 under the provisions of the Maharashtra Housing and Area Development Authority Act, 1976;

(C) Pursuant to constitution of MHADA, the Board stood dissolved under provisions of Section 15 of the Maharashtra Housing and Area Development Authority Act, 1976 and all properties, rights, liabilities and obligations of the Board stood vested in MHADA under the provisions of section 189 (a) and (b) of the Maharashtra Housing and Area Development Authority Act,

MHADA had constructed 3 (Three) Buildings on distinct portions of the said Land as per the following details:

- (I) Building no. "K-3" comprising of ground plus 4 (four) upper floors (hereinafter referred to as "the First Building") was constructed on a portion of the said Land admeasuring 862.01 square meters (hereinafter referred to as "the First Property"),
- (II) Building no. "K-4" (also known as "Anuradha") comprising of ground plus 4 (four) upper floors (hereinafter referred to as "the Second Building") was constructed on a portion of the said Land admeasuring 895.48 square meters (hereinafter referred to as "the Second Property"), and
- (III) Office Building No.5 comprising of ground plus 1 (one) upper floor (hereinafter referred to as "the Third Building") was constructed on a portion of the said Land admeasuring 399.59 square meters (hereinafter referred to as "the Third Property");
- (E) The First Property, the Second Property and the Third Property together along with an additional land area of 69.09 square meters (hereinafter oreferred to as "the Additional Property") constitute the said Land.

 MHADA is also the owner of the Additional Property and has permitted the developer to undertake the redevelopment thereof as provided hereinafter;
- The tenements in the said buildings on the said Properties were allotted to various afforces by MHADA under the various schemes of MHADA as were applicable at the relevant time;
- (G) The allottees of MHADA in respect of the First Building formed themselves into a co-operative housing society known as D.N. Nagar K-3 Co-Operative

Housing Society Limited (hereinafter referred to as "the First Society") and the First Society was duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing registration no. BOM/(W-K/W)/HSG/(OH) 2932 dated 20th October, 1987. The First Society at the time of registration had 40 (Forty) members were occupying 40 (Horty) flats in the First Building;

- (H) Similarly, the allottees of MHADA in respect of the Second Building formed themselves into a co-operative housing society known as D.N. Nagar Anuradha Co-operative Housing Society Limited (hereinafter referred to as "the Second Society") and the Second Society was duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing registration no. BOM/(W-K/W)/HSG/8903 dated 2nd November 1994. The Second Society at the time of registration had 40 (Forty) members were occupying 40 (Forty) flats in the Second Building;
- (I) The premises in the Third Building were allotted by MHADA to and were occupied by (1) Mr. Vasant Dhake and (2) Mrs. Kamala Muthuswamy Kannayya Naykar Subramanium Krishnan (hereinafter referred to as the "Third Building Occupants");
- (J) By and under an Indenture of Lease dated 4th April, 2006 made and executed between MHADA of the one part and the First Society of the other part, MHADA granted a lease of the First Property being the land underneath the First Building in favour of the First Society for a period of 99 (Ninety-Nine) years commencing from 16th September, 1970 at and for the consideration and on other terms and conditions as more particularly stated therein. The said Indenture of Lease dated 4th April, 2006 is duly registered with the Sub-Registrar of Assurances at Andheri No.3 under no. BDR/9/03028/2006 (hereinafter referred to as the "First Lease Deed");
- (K) By and under a Deed of Sale dated 4th April, 2006 made and executed between MHADA of the one part and the First Society of the other part, MHADA sold, conveyed and transferred the First Building to and in favour of the First Society at and for the consideration and on other terms and conditions as more particularly stated therein. The said Deed of Sale dated 4th April, 2006 is duly registered with the Sub-Registrar of Assurances at

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Andheri No.3 under no. BDR-9/03029/2006 (hereinafter referred to as the "First Sale Deed");

(L) Thus, by virtue of the First Lease Deed and the First Sale Deed, the First Society became a lessee of MHADA in respect of the First Property and became the owner of the First Building;

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By and under an Indenture of Lease dated 23rd September, 1998 made and executed between MHADA of the one part and the Second Society of the other part, MHADA granted a lease of the Second Property being the land underneath the Second Building in favour of the Second Society for a period of 99 (ninety-nine) years commencing from 16th September, 1970 at and for the consideration and on other terms and conditions as more particularly stated therein. The said Indenture of Lease dated 23rd September, 1998 is duly registered with the Sub-Registrar of Assurances at Bombay Suburban under no. BDR1/921/1998 (hereinafter referred to as the "Second Lease Deed");

- (N) By and under a Deed of Sale dated 23rd September, 1998 made and executed between MHADA of the one part and the Second Society of the other part, MHADA sold, conveyed and transferred the Second Building to and in favour of the Second Society at and for the consideration and on other terms and conditions as more particularly stated therein. The said Deed of Sale dated 23rd September, 1998 is duly registered with the Sub-Registrar of Assurances at Bombay Suburban under no. BDR-1/923/1998 (hereinafter referred to as the "Second Sale Deed");
- (O) Thus, by virtue of the Second Lease Deed and the Second Sale Deed, the Second Society became a lessee of MHADA in respect of the Second Property and became the owner of the Second Building;
 - By and inder an Indenture of Lease dated 31st March, 2008 made and executed between MHADA of the one part and the said Third Building occupants of the other part, MHADA granted a lease of the Third Property (being the land underneath the said Third Building) in favour of the said Third Building Occupants for a period of 30 (Thirty) years commencing from 31st March, 2008 at and for the consideration and on other terms and conditions as more particularly stated therein. The said Indenture of Lease dated 31st March, 2008 is duly registered with the Sub-Registrar of

Assurances at Andheri No.3 under no. BDR/9/02774/2008 (hereinafter referred to as the "Third Lease Deed");

- (Q) By and under a Deed of Sale dated 31st March, 2008 made and executed between MHADA of the one part and the said Third Building Occupants of the other part, MHADA sold, conveyed and transferred the Third Building to and in favour of the said Third Building Occupants at and for the consideration and on other terms and conditions as more particularly stated therein. The said Deed of Sale dated 31st March, 2008 is duly registered with the Sub-Registrar of Assurances at Andheri No.3 under no. BDR9/02775/2008 (hereinafter referred to as the "Third Sale Deed");
- (R) Thus, by virtue of the Third Lease Deed and the Third Sale Deed, the said
 Third Building Occupants became lessees of MHADA in respect of the
 Third Property and became the owner of the Third Building;
- (S) By and under a Development Agreement dated 25th July, 2005, made and executed between the Second Society and one Vaidehi Akash Housing Private Limited (hereinafter referred to as "Vaidehi") and registered with the Sub-Registrar of Assurances, Andheri No. 3, at Bandra, under number BDR9-07638-2005 (hereinafter referred to as "the said Second Society Development Agreement"), the Second Society granted development rights in respect of the Second Property to and in favour of Vaidehi and thereby authorised Vaidehi to undertake the redevelopment of the Second Property by demolishing the Second Building standing thereon and by constructing on the Second Property a new multistoried building, *inter alia* wherein the existing members of the Second Society would be rehabilitated and the remainder of the units so constructed in such new building would be sold by Vaidehi to various acquirers, who would ultimately be admitted as members of the Second Society;
- (T) By and under a Development Agreement dated 12th January, 2006, made and executed between the First Society and Vaidehi and registered with the Sub-Registrar of Assurances, Andheri No. 3, at Bandra, under number BDR9-00262-2006 (hereinafter referred to as "the First Society Development Agreement"), the First Society granted development rights in respect of the First Property to and in favour of Vaidehi and thereby authorised Vaidehi to undertake the redevelopment of the First Property by demolishing the First

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Building standing thereon and by constructing on the First Property a new multistoried building, *inter alia* wherein the existing members of the First Society would be rehabilitated and the remainder of the units so constructed in such new building would be sold by Vaidehi to various acquirers, who would ultimately be admitted as members of the First Society;

- (U) Pursuant thereto with a view of undertaking the redevelopment of the First Property and the Second Property as an amalgamated plot of land, by and under an order bearing number 1045/2006 dated 28th July, 2006 passed by the Dy. Registrar Co-operative Societies, MHADA, the First Society and the Second Society were merged into a single co-operative housing society known as Neptune Co-operative Housing Society and which merged co-operative housing society is duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as "the said Society"). Accordingly, upon the merger of the First Society and the Second Society, all the rights, obligations and entitlements of the First Society as well as the Second Society (including interalia the rights and obligations under the First Society Development Agreement and the Second Society Development Agreement) stood vested in the said Society;
- (V) By and under a Confirmation Deed dated 3rd March, 2007 made and executed between the said Society of the one part and Vaidehi of the other part, the said Society *inter alia* confirmed the terms and conditions of the First Society Development Agreement and the Second Society Development Agreement. The said Confirmation Deed dated 3rd March, 2007 was duly registered with Sub-Registrar of Assurance at Andheri No.3 under BDR9/02095/2007 (hereinafter referred to as "the said Confirmation"

Pursuant to the execution of the said Confirmation Deed, the said Society has executed a power of attorney dated 3rd March, 2007 in favour of Vaidehi (represented by and acting through its director Mr. Phondekar) and has thereby authorised Vaidehi to do and perform various acts, deeds, matters and things for and on behalf of the said Society in relation to the redevelopment of the First Property and the Second Property. The said Power of Attorney dated 3rd March, 2007 is duly registered with Sub-Registrar of Assurances at Andheri No.3 under number BDR9/02096/2007;

- (X) By and under a Joint Venture Agreement dated 26th March, 2008 made and executed between Vaidehi and the Developer herein (hereinafter referred to as "the said Joint Venture Agreement"), Vaidehi has entered into a joint venture with the Developer herein for the purpose of undertaking the redevelopment of the First Property and the Second Property at and for the consideration and on the other term and conditions more particularly contained therein. The said Joint Venture Agreement is duly registered with the Sub-Registrar of Assurances at Andheri No.4 under number BDR15-06378-2008. As per the provisions of the said Joint Venture Agreement, Vaidehi has permitted the Developer to carry out and complete redevelopment of the First and Second Property as per the terms of First Development Agreement and the Second Development Agreement a read with the said Deed of Confirmation. It has been inter alia agreed between Vaidehi and the Developer that the entire work of redevelopment of the First Property and the Second Property as envisaged under the aforesaid documents, would be carried out by the Developer and Vaidehi would be entitled to certain percentage of profits generated out of such redevelopment of the First Property and the Second Property or be responsible for equivalent percentage of the losses suffered out of such redevelopment of the First Property and the Second Property;
- (Y) By and under a letter dated 20th March, 2010, bearing No. CO/Arch/NOC/F-204/1786/2010 (hereinafter referred to as "the First Offer Letter") issued by the MHADA in favour of the said Society, MHADA has prescribed the terms and conditions including inter alia the premium payable by the said Society for the purpose of undertaking the redevelopment of the First Property and the Second Property and utilisation of the applicable layout incentive Floor Space Index (hereinafter referred to as "FSI") as per the then prevailing provisions of Regulation 33 (5) (2) (c) (ii) of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to a "the DCR"). Annexed hereto and marked as <u>Annexure B</u> is a copy of the First Offer Letter;
- (Z) It is clarified that the term "DCR", wherever the same appears hereinafter shall be deemed to mean and include the Development Control Regulations

for Greater Mumbai, 1991 and any statutory modifications or re-enactment thereofy

made and executed *inter alia* between the Third Building Occupants and the Developer (hereinafter referred to as "the Third Development Agreement"), the Third Building Occupants granted full and exclusive development rights in respect of the Third Property to the Developer at and for the consideration and on the other terms and conditions more particularly recorded therein. The Third Development Agreement is duly registered with the Sub-Registrar of Assurances Andheri No. 4 under number BDR15-04858-2010. It is *inter alia* recorded in the Third Development Agreement, that the Developer would be redeveloping the First Property, the Second Property and the Third Property as an amalgamated plot of land and that the Third Property also would ultimately belong to the said Society pursuant to completion of such construction and that the Third Building Occupants would become member/s of the said Society in relation to the constructed areas to be allotted to them under the Third Development Agreement;

(BB) By and under a letter dated 20th February, 2014, bearing No. CO/REE/NOC/F-204/241/2014 (hereinafter referred to as "the Second Offer Letter") issued by the MHADA in favour of the said Society, MHADA has prescribed the terms and conditions including inter alia the premium payable by the said Society for the purpose of undertaking the redevelopment of the First Property, the Second Property and Third Property and utilisation of the applicable layout incentive Floor Space Index (hereinafter referred to as "FSI") as per the then prevailing provisions of Regulation 33 (5) (2) (c) (ii) of the DCR. Annexed hereto and marked as

Subsequently, on or about 31st March, 2016, MHADA has issued another offer letter thereby offering to permit consumption of an additional FSI of 6000 square meters on the said Land, subject to payment of a certain amounts towards premium for consumption of such additional FSI (hereinafter referred to as "Third Offer Letter"). The terms of the Third Offer Letter was thereafter revised on or about by MHADA on two occasions i.e 4th February, 2017 and 9th May, 2017 and a Revised Third

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Offer Letter dated 9th May, 2017 was issued by MHADA (hereinafter referred to as 'the Revised Third Offer Letter"). The terms of the Third Offer Letter was thereafter further revised on or about by MHADA and a Further Revised Third Offer Letter dated 23rd August, 2017 was issued by MHADA (hereinafter referred to as 'the Further Revised Offer Letter"). A copy of the said Third Offer Letter, the Revised Third Offer Letter and the Further Revised Third Offer Letter are annexed hereto and marked as Annexures 'D1' to 'D4' respectively. The Developer has paid the amount of Rs.17,36,88,933/- (Rupees Seventeen Crores Thirty Six Lacs Eighty Eight Thousand Nine Hundred and Thirty Three Only) inter alia towards premium for consumption of such additional FSI and for change of user to MHADA on or about 24th August, 2017 Annexed hereto and marked as Annexure 'D5' is a copy of the receipt dated 24th August, 2017 issued by MHADA acknowledging payment of such amount of Rs.17,36,88,933/-(Rupees Seventeen Crores Thirty Six Lacs Eighty Eight Thousand Nine Hundred and Thirty Three Only). Thereafter, MHADA has issued an NOC dated 9th October, 2017 to the Developer. Annexed hereto and marked as Annexure 'D6' is a copy of the said NOC dated 9th October, 2017.

- (DD) By and under a letter dated 19th January, 2012 bearing number CO/MB/ARCH/NOC/F-204/99/2012 issued by MHADA to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the MCGM"), MHADA has conveyed it's no objection to the redevelopment of the said Land being undertaken as an amalgamated layout. Annexed hereto and marked as <u>Annexure 'E'</u> is a copy of the said letter dated 19th January, 2012 issued by MHADA. Under the terms of the said Letter dated 19th January, 2012, MHADA has also permitted the development of the Additional Property along with the First Property, the Second Property and the Third Property an amalgamated layout;
- (EE) By and under a Supplemental Agreement dated 3rd March 2012 made and executed between the said Society of the One Part and Vaidehi of the Other Part, certain terms and conditions of the First Society Development Agreement and the Second Society Development Agreement were modified as more particularly contained therein. The said Supplemental Agreement dated 3rd March 2012 is registered with the Sub-Registrar of Assurances at

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Andheri-3 under No. BDR9-01746 of 2012. However, the Developer herein was neither informed of the execution of the said Supplemental Agreement dated 3rd March 2012; nor was Developer consulted prior to execution thereof;

(FF) In the circumstances, in view of Vaidehi having executed the said Supplemental Agreement dated 3rd March 2012 without consent and/or concurrence and/or involvement of the Developer, certain disputes arose between the Developer and Vaidehi and which disputes were ultimately referred to the Arbitration as per the provisions of the said Joint Venture

During the pendency of the arbitration proceedings, the Developer herein had moved an Application before the Hon'ble High Court of Judicature at Bombay being Arbitration Petition (Lodging) No.932 of 2012 and had therein prayed for certain interim reliefs during the pendency of the Arbitration Proceeding (hereinafter referred to as the "said Petition");

- (HH) During pendency of the said Petition, the disputes that arisen *inter se* between Vaidehi and the Developer were amicably settled and accordingly the Consent Terms dated 6th July 2012 were filed in the said Petition (hereinafter referred to as the "said Consent Terms");
- (II) Under the said Consent Terms, it was interalia agreed that
 - (I) that the Developer herein would abide by and comply with the terms and conditions of the Supplemental Agreement dated 3rd March 2012 made and executed between the said Society and Vaidehi,
 - (II) the Developer herein would be solely entitled to carry out the development on the said Land to the fullest extent permissible and that Vaidehi would not be entitled to the same,
 - rights in respect the premises constructed on the said Land and that Vaidehi would not be entitled to create any such third-party rights,

the arrangement for the profit share between Vaidehi and Developer was modified as more particularly contained in clause 1 (k) of the said Consent Terms:

- (JJ) Pursuant to the said Consent Terms, a further Supplemental Agreement dated 5th December, 2018 was executed between the said Society and the Developer, wherein certain additional terms and conditions were agreed upon between the parties thereto (hereinafter referred to as "the Supplemental Agreement"). The Supplemental Agreement is duly registered with the Sub-Registrar of Assurances at Andheri No.7 under no. BDR/1812399-2018.
- (KK) In the circumstances aforesaid, as per the provisions of the afore recited documents the Developer herein became solely, exclusively and absolutely entitled to carry out free, full and uninterrupted redevelopment of the said Land as an amalgamated layout and accordingly the Developer shall be constructing on the said Land, multi storied buildings wherein the members of the said Society as well as Third Building Occupants shall be rehabilitated and surplus area will be sold by the Developer to various third party who would ultimately be admitted as members of the said Society;
- (LL) The said Joint Venture Agreement, the Third Development Agreement, the said Consent Terms and the Supplemental Agreement shall be hereinafter collectively referred to as "the Redevelopment Documents";
- (MM) The Developer had made an application to the MCGM for sanction of plans for carrying out construction of a new multistoried building on the said Land and based on such application, the MCGM had approved plans for construction on the said Land and had issued to the Developer an Intimation of Disapproval dated 12th April 2007 bearing number CE/9041/WS/AK of 2007 (hereinafter referred to as "the IoD"). A copy of the IoD is annexed hereto and marked as <u>Annexure 'F'</u>. Pursuant to issuance of IoD, the Developer has applied for amendments to the approved plans from time to time and the same have been approved from time to time by the MCGM viz. vide letters dated 26th November, 2010 4th May, 2011 and 4th January 2013, Copies of the said letters are annexed hereto and marked as <u>Annexure 'F'</u> to F3':
- (NN) Pursuant to an application made by the Developer to the MCCM, the MCGM had issued to and in favour the Developer a Commencement Certificate dated 03rd August 2009 bearing number CE/9041/WS/AK and thereby has permitted the Developer to commence construction of the new

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building on the said Land in accordance with the plans approved by the MCGM along with the IoD (hereinafter referred to as "the CC"). The CC has been revalidated from time to time including *inter alia* in terms of the amended plans approved MCGM. A copy of the CC is annexed hereto and marked as <u>Annexure 'G'</u>;

- (OO) As per the IoD and approved plans and the plans to be further approved hereafter, the Developer shall be constructing *inter alia* a multistoried building comprising of basement, ground plus 2 (two) upper floors plus 4 (four) levels of podium parking (approved as a single floor viz. floor 3) plus 6 upper habitable floors on the said Land in the manner provided hereunder (hereinaftenreferred to as "the Proposed Building");
 - The development/redevelopment of the said Land undertaken by the Developer in the manner aforesaid by demolishing the said First Building, Second Building and Third Building standing on the said Land and constructing thereon the Proposed Building, in the manner aforesaid, is hereinafter referred to as "the Project". The term "the Project", wherever the same appears hereinafter, shall include without limitation the entire project of construction of the Proposed Building and other structures and the entire development of the said Land, as envisaged by the Developer;
- (QQ) It is further clarified that although the Developer has envisaged a broader scheme of development and construction, considering the fact that MCGM has presently granted the existing building approvals and that under the presently existing building approvals, only a part of the presently available development potential of the said Land is being utilised in the course of development and construction of the Proposed Building; the Developer shall, from time to time, make applications to MCGM for amendments to the approved plans and for issuance of further Intimations of Disapproval and further Commencement Certificates or subsequent amendments, renewals, tevalidations and endorsements thereof from time to time such that the entire available development potential available for consumption on the said Land is completely consumed in the course of development and construction of the Proposed Building on the said Land and accordingly, the plans, for construction of the Proposed Building on the said Land, are subject to further modifications as stated in this Agreement. Presently, the Developer

has commenced construction on the said Land on the basis of presently obtained approvals and subsequent modifications will be done on the basis of the further development potential that may from time to time become available due to as per the provisions of the DCR and/or any statutory modification or re-enactment thereof. It is clarified that the Developer has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Proposed Building and has also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc. in such manner that the same would support, withstand and bear the load of the extensions to the Proposed Building as is envisaged by the Developer:

- (RR) It is clarified that in the course of construction of the Proposed Building, the Developer shall be consuming on the said Land, maximum permissible Floor Space Index ("FSI") and development potential available as per the provisions of the DCR including but not limited to the following:
 - (I) entire development potential available for consumption on the said Land by way of FSI emanating from the said Land in the form of base land FSI, which can be consumed free of costs thereon,
 - (II) entire development potential available for consumption on the said Land by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM or MHADA including inter alia the layout incentive FSI,
 - (III) entire development potential available for consumption on the said Land by way of loading Transferable Development Rights (hereinafter referred to as "TDR") on the said Land, including in accordance with Regulation 34 and Appendix VII of the DCR including *inter alia* the provisions of the DCR as amended by the notification dated 16th November, 2016 issued by the Urban Development Department, Government of Maharashtra under Section 37 (1AA) (c) of Maharashtra Regional and Town Planning Act, 1966.
 - (IV) entire development potential available for consumption on the said Land by acquiring of compensatory fungible FSI in accordance with Regulation 35 (4) of the DCR,

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(V) entire development potential available for consumption on the said Land under the provisions of Regulation 33 (5) (2) (c) (ii) of the DCR as prevailing at the time of issuance of the letter dated 19th January,

2012 by MHADA (Annexure 'E' hereto),

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is clarified that the FSI available as per the presently sanctioned plan is 8455.42 square meters which tantamount to the construction of the Proposed Building to be known as "Lotus Link Square" presently consisting up to ground plus nine floors and part of 10th floor. The Developer is further entitled to utilize FSI of 3659.09 square meters and upon sanction of the same, the Developer shall be constructing 4 (four) additional floors i.e. balance of 10th floor upto a part of 14th floor. It is further provided by the Developer that as per the Third Offer Letter, the Developer has become entitled to utilize additional FSI of 5855.49 square meters and upon the sanction of the same, the Developer shall be entitled to further construct 4 (four) additional floors (hereinafter referred to as the "Proposed FSI"). The units on the ground floor are presently proposed to be earmarked and approved as retail shops and the units on the 1st, 2nd and 7th to 12th floors (approved as 4th to 9th floors) are presently proposed to be earmarked and approved for commercial use. It is hereby further clarified that presently the Proposed Building is approved as a building with basement plus ground plus 2 (two) floors plus 4(Four) levels of parking approved as a single floor no.3 plus 6 (six) upper habitable floors. However, the Developer has made applications to MCGM and shall be making further applications for modification of the existing building approvals such that the Proposed Building shall comprise of basement plus ground plus 2(two) upper floors plus 4(four) level of podium parking plus 18 upper floors as mentioned above and upon

Accordingly, in the circumstances aforesaid, the Developer has commenced construction of the Proposed Building on the said Land based on the presently approved plans,

the Proposed Building,

receipt of such further permissions, the Developer shall construct the

additional floors (beyond the presently sanctioned 9 (nine) floors) in

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- (VIII) The Developer has entered into an Agreement as prescribed by the Council of Architects appointing the Architect, Mr. Jitendra Dewoolkar of Ellora Project Consultants (who is registered with the Council of Architects) and has also appointed Mr. Nikhil Sanghavi as the structural designer/engineer for preparing structural design and drawings and specifications of the Proposed Building. The Purchaser/s accept/s the professional supervision of the Proposed Building and Architects and the said Structural Engineer till the completion of the Proposed Building unless otherwise changed, 93000 22
- (IX) The right and entitlement of the Developer to develop the said Land has been set out in the Title Report dated 22nd February 2011 issued by Advocate Prabhat Gupta and an addendum to the said Title Report dated 6th June 2014, a copy of the said Title Report and the addendum to the Title Report is annexed hereto as <u>Annexure 'H'</u>, and
- (X) The Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the rules made thereunder 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 "RERA Rules") (the RERA Act and the RERA Rules will be collectively referred to as "RERA"), with the Maharashtra Real Estate Regulatory Authority, under registration no. P51800005163. 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 'H1';
- (SS) The Developer has since completed construction of a part of the Proposed Building viz. 31st August, 2017 and on an application made by the Developer to the MCGM in that behalf, the MCGM has issued a part occupancy certificate dated 31st August, 2017 in respect of the Proposed Building as aforesaid. Annexed hereto and marked as Annexure 'H21' is a copy of the part occupancy certificate in respect of the Proposed Building as issued by the MCGM.

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(TT) The Purchaser/s has/have approached the Developer for acquiring a commercial unit/retail shop in the Proposed Building, as more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said Unit"). The said Unit is shown on the floor plan annexed hereto as Annexure '1'. As per the terms of the documents referred to above and as per the building approvals, the said Unit forms a part of the surplus area that earmarked for rehabilitation of the members of the said Society);

Developer has informed the Purchaser/s that the entitlement of the Rodeveloper under the Redevelopment Documents (along with the sale area coming to the share of the Developer as per the Redevelopment Documents) has been mortgaged by the Developer in favour of L&T Finance Limited (hereinafter referred to as "the Lender") and the transaction hereby contemplated is subject to the terms of the conditional no objection (NOC) issued by the Lender on _______, a copy whereof is annexed hereto and marked as <u>Annexure '11'</u>. The Purchaser/s has/have perused the said NOC issued by Lender and has/have understood and accepted the terms and conditions thereof to the entire satisfaction of the Purchaser/s;

- (VV) The Purchaser/s has/have taken inspection of all the documents of title of the said Society and the Third Property Occupants relating to the said Land and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Developer to redevelop the said Land by construction of the Proposed Building thereon and to enter into these presents;
- Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority, plans and the existing building approvals issued by the MCGM (including the conditions set out therein), undertakings given by the Developer Vaidehi, the said Society and the Third Building Occupants to the MCGM, and other relevant documents and papers including inter alia the municipal assessment bills, city survey records, record of rights, property register cards and all other documents required to be furnished to the Rurchaser's by the Developer under the provisions of RERA 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 Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "MOFA Rules") which continue to subsist 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 to the said Land and the said Project. 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 including the approvals inter alia issued by MHADA and MCGM in relation to the redevelopment of the said Land and that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the said Society and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations. Further, all necessary details of the Project including permissions, approvals, sanctions etc. will be available on the RERA Website, the Purchaser/s hereby agree/s to have inspected all the further documents in respect of the said Project and has/have satisfied himself/herself/themselves and shall not be hereafter entitled to raise any objection/s in respect thereof.

- (XX) In the circumstances, 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 Unit on the terms and conditions herein contained; and
- (YY) 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, ETC. TO FORM AN INTEGRAL PART.

The Recitals, Schedules and the Annexures hereof shall form an integral part of this Agreement and are not repeated in the operative part only for the sake

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of brevity and the same should be deemed to be incorporated in the operative part also sif the same were set out hereinafter and reproduced verbatim.

DEVELOPER TO CONSTRUCT THE PROPOSED BUILDING:

Proposed Building as recited above, presently proposed to be comprising of basement, ground plus 2(two) upper floors plus 4(four) levels of podium parking (approved as a single floor in the approved plans viz. 3rd floor) plus 6 upper floors and further comprising of such additional wings or floors as may be sanctioned from time to time by the concerned authorities (by virtue of increase in the FSI or otherwise as stated in this Agreement including in the Recitals hereof) on the said Land in accordance with the plans, designs, specifications approved by MCGM and any other concerned local authority and which may further be amended and/or further approved by the concerned local authorities (for the additional floors or additional structures or additional wings as recited above) and which sanctioned plans as well as the presently envisaged/proposed plans have been seen and approved by the Purchaser/s, with such variations therein as the Developer may consider necessary or expedient or as may be required by the concerned local authority, MCGM or the Government to be made in them or any them. Provided that the Developer shall have to obtain prior consent in writing to the Purchaser/s in respect of such variations or modifications which may adversely affect the said Unit hereby agreed to be sold to the Purchaser/s

3. TRANSACTION:

In consideration of the aggregate sum as mentioned in <u>Annexure 'J'</u> hereto (hereinafter referred to as "the Purchase Price") which is all inclusive consideration save and except the all taxes and other amounts as specifically mentioned herein) agreed to be paid by the Purchaser/s to the Developer in the manner contained in <u>Annexure 'J'</u> hereto and in consideration of the Purchaser/s agreeing to pay to the Developer the other amounts as agreeing to abide by the terms, conditions, covenants herein set out and on the part of the Purchaser/s to be observed, performed or complied with, the Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s

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hereby agree/s to purchase and acquire from the Developer, the said Unit as more particularly described in the Second Schedule hereunder, in the Proposed Building being constructed on the said Land 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 Entitlements"). All payments to be made by the Purchaser/s towards the Purchase Price shall be delivered/deposited/credited in the designated bank account.

- 3.2 It is clarified that the payment schedule as set out in <u>Annexure 'J'</u> hereof is based on a reasonable expectation by the Developer that the Building Approvals will be modified such that Proposed Building would ultimately comprise of ground plus 2(two) upper floors plus 4(four) level of podium parking plus eighteen (or additional floors as may be approved). In the event if the Proposed Building is to comprise of any lesser number of floors then the presently proposed ground plus 2(two) upper floors plus 4(four) level of podium parking plus eighteen upper floors, then and in such an event, the <u>Annexure 'J'</u>.
- 3.3 It is agreed between the Parties hereto that a notice/intimation forwarded by the Developer to the Purchaser/s stating that a particular stage of construction is being commenced or achieved shall be sufficient proof that a particular stage of construction is being commenced or achieved (as the case may be) for the purpose of making payment of the installment of the Purchase Price, as per <u>Annexure 'J'</u> hereto. The Developer is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.

3.4 The said amount of the Purchase Price referred to hereinabove excludes all applicable taxes paid or payable by the Developer including Goods and Services Taxes and Cess and any other similar 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 handing over possession of the said Unit as elaborated herein below.

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 payable by the Developer to MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid 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 The Developer may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate for the period by which the respective installment has been preponed. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Developer. 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.
- It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure 'J' is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure 'J' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure 'J' hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser's shall not by virtue of making timely payment of the installments of the Purchase Price (as per Annexure 'J' hereto) seek to claim or be

entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.6] hereof.

Purchase Price pursuant to 306 2 L 229
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3.8 The Purchaser/s are purchasing the said Unit with an intent to hold the same as tenants in common. The first purchaser holding 20% individual share, right, title, interest and the second purchaser holding 80% individual share, right, title, interest in the said Unit. However, all obligations of the Purchaser/s under this Agreement shall be joint and several of each of the Purchaser/s.

4. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed that;

- 4.1 time for making the payments of the installments as mentioned in Annexure 'I' and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith 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 void, the Developer shall be entitled to forfeit sum equivalent to 10% (Ten Percent) of the total Purchase Price as receivable by the Developer from the Purchaser/s hereunder by way of damages and not by way of penalty; and thereupon the Developer shall also be free and entitled in its own right to deal with the said Unit and the Developer's rights therein, in any manner as the Developer in its sole discretion deems fit and proper, without any reference 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 of any document or deed of cancellation.
- 4.2 A termination letter issued by the Developer to the Rurchaser's recording such termination shall effectively terminate this Agreement and thereupon the Purchaser's shall have no right, title, interest, share, claim or demand in to or upon the said Unit and/or any part thereof and/or otherwise against the

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Developer in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in this Clause [4] shall be made (without any interest thereon) within a period of 30 (thirty) days from the date on which such refund becomes due and payable to the Purchaser/s. The amount of refund in such an event shall further be after deduction of any taxes paid 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 i.e. interest at the Agreed Interest Rate on delayed payments till then payable by the Purchaser/s hereunder, as may be payable up to the date of termination as well as the costs incurred by the Developer in finding a new willing acquirer/transferee who may acquire the said Unit (including brokerage charges as may be incurred by the Developer in that behalf).

The Purchaser/s hereby agree/s and undertake/s that he/she/they are not 4.3 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 or upon the said Entitlements in such an event PROVIDED HOWEVER THAT the Developer shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment PROVIDED FURTHER that strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may, instead of terminating this Agreement as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Parchaser/s till the date of actual payment thereof).

The Purchaser's shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the said Unit and/or the Parking Space/s as a result of any increase in market rpice, or a result of any accretion or improvement that may have been made or installed at the request of the Purchaser/s, or otherwise arising howsoever; and

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- 4.5 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 interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.
- 4.6 In the event of termination, the Developer is entitled to refund upto the amount of consideration less Pre-EMI charges involved in this transaction, the brokerage or commission charges paid to the estate agent/s in relation to the allotment of the said Unit and shall be paid to the Purchaser/s (or at the sole option of the Developer to the bank/financial institution from whom the Purchaser/s has/have availed of a housing loan in this Agreement), by the Developer.

5. DEVELOPER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and that the Developer shall before handing over possession of the said Unit to the Purchaser/s, obtain from MCGM, the Occupancy Certificate or a part Occupancy Certificate in respect of the said Unit.

6. DISCLOSURE AS REGARDS TITLE:

6.1 The Developer has disclosed to the Purchaser's that the said Society is the owner of the said Land and the Developer is appointed as a Developer by the said Society in respect of the said Land for the purpose of redevelopment thereof under and in accordance with the terms and conditions of the Redevelopment Documents as recited above. The Purchaser's has/have conducted a detailed legal due diligence with regard to the Developer's entitlement to undertake the redevelopment of the said Land and has completely understood the nature and extent of the Developer's entitlement to undertake the redevelopment of the said Land by construction of the

Proposed Building thereon and the entitlement to enter into this Agreement;

that the Developer's entitlement under the Redevelopment Documents (along with the sale area coming to the share of the Developer as per the Redevelopment Documents) has been mortgaged by the Developer in favour of the Lender and the transaction hereby contemplated is subject to the terms of the conditional no objection (NOC) issued by the Lender on _______, a copy whereof is annexed hereto and marked as <u>Annexure '11'</u>. The Purchaser/s has/have perused the said NOC issued by Lender and has/have understood and accepted the terms and conditions thereof to the entire satisfaction of the Purchaser/s.

7. PLANNING AND DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 7.1 The planning and design of the said Unit is subject to amendments and changes as may be stipulated by the MCGM, Government authority, local authority and as per the requirements of the Developer, from time to time.
- 7.2 The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Building, in accordance with the said approvals or such other plans, with such additions and alterations as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf hereby confirms that the Developer has disclosed their proposed plans to his/her satisfaction prior to the signing of this Agreement.
- 7.3 The Purchaser/s hereby agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said Unit and the Proposed Building on the said Land and/or to the layout plan and/or to the building

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plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said Unit agreed to be acquired by the Purchaser/s is not in any manner altered, beyond the Agreed Variation Limits, as set out in Clause [7.4] hereof.

Developer shall confirm the final carpet area of the said Unit by furnishing the details of the changes, if any, in the carpet area thereof. The Parties agree and acknowledge that a change/variation (either due to planning constraints or due to any construction related exigencies) in such carpet area of the said Unit up to 3% (three percent) (plus or minus) is acceptable to each of the Parties hereto (hereinafter referred to as "the Agreed Variation Limits") and in the event of any variation in the size of the said Unit within the Agreed Variation Limits, neither Party shall have any claim against the other.

8. DESCRIPTION OF INTERNAL AMENITIES/ UNIT GIVEN ON BASE SHELL BASIS:

The Developer is giving the said Unit to the Purchaser/s as bare shell i.e. cement flooring, no plaster on concrete columns, walls or ceiling except on brick walls wherever provided. All the internal amenities including but not limited to fittings, finishing, fixtures, false ceiling, A.C. ducts, electrical distribution etc. shall be the sole responsibility of the Purchaser/s and will be carried out by the Purchaser/s at its own costs. It is agreed between the Parties that the Purchase Price is being paid by the Purchaser/s to the Developer on the understanding that the same is towards the purchase of the said Unit on a bare shell basis.

9. PURCHASER/S' SATISFACTION ON TITLE:

9.1 The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/themselves about the ownership of the said Land by the said Society and further the entitlement of the Developer to undertake redevelopment of the said Land and the entitlement of the Developer to enter into these presents and is/are executing this Agreement The Purchaser/s hereby acknowledges that he/she/it is completely satisfied with the

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entitlement of the Developer to undertake the redevelopment of the said Land and hereby confirms that the Developer has complied with its 2098 obligations under RERA with regards the disclosures as is required

> thereunder. The Purchaser/s shall not be entitled to further investigate the title of the said Society or the entitlement of the Developer to undertake the redevelopment of the said Land and/or the entitlement of the Developer to construct the Proposed Building thereon and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. For the purposes of this Clause, disclosures shall mean means the information and documents to be uploaded by the Developer on the website of the RERA Authority as well as the information and documents, which he/she/it is liable to give or produce or cause to be given and produced to the person intending to take or invest in project under RERA to the public at large through print media, electronics media, property exhibitions and promotional events and shall also include the communications made to the RERA Authority, either in physical or electronic form and includes the information, documents, etc., being made available.

9.2 The Purchaser/s has/have also taken inspection of the orders and approved plans, IoD and CC issued by the MCGM and the undertakings given by the Developer to the MCGM and other concerned authorities, and other relevant documents and papers including the municipal assessment bills, city survey records and other documents mentioned in MOFA, the MOFA Rules and RERA framed and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers. The Purchaser/s also confirms that he/she/it is aware that all details in relation to the Proposed Building are available on the website of RERA Authority and which is available for public viewing at all times. However, any costs attributable to the inspection, if applicable, shall be borne by the Purchaser/s. The Purchaser/s confirm that they have inspected the details on the website.

The Purchasers confirm/s that the Purchaser/s has after (a) reading and understanding all terms and conditions set out in this Agreement and the mutual rights and obligations of the Parties to this Agreement and (b)

satisfying himself in all respects with regard to the title of the said Land agreed to enter into and execute this Agreement. The Purchaser/s further confirms that the Purchaser/s was provided with a draft of this Agreement and had sufficient time and opportunity to read and understand the terms and conditions hereof. The Purchaser/s further confirms that the queries raised by him/her/it with regards to the said Land and/or the said Unit and the terms hereof have been satisfactorily responded to by the Developer. The Purchaser/s confirms that the Purchaser/s has been suitably advised by his/her/its advisors and that this Agreement is being executed with complete knowledge of the prevailing laws, rules, regulations, notifications etc. applicable to the said Land and/or the said Unit and the implication of the terms and conditions contained in this Agreement.

10. PURCHASER/S TO BECOME MEMBERS OF THE SAID SOCIETY:

- 10.1 The Purchaser/s is/are aware that the said Land belongs to MHADA, as recited above, and the requisite Lease Deeds and the Sale Deeds have been already executed between MHADA and the Society thereby conveying the title in favour of the Society. In the circumstances, the Purchaser/s is/are further aware that the obligation of the Developer to convey the said Land and/or the Proposed Building in favour of the Society does not arise. The Purchaser/s herein have agreed to read and understood all the title deeds and documents in favour of the Society and the Purchaser/s hereafter shall not be entitled to hold the Developer responsible in respect of the same.
- Building and after all the premises in the Proposed Building are agreed to be sold by the Developer under duly registered documents on the lines of this Agreement and subject to receipt of the entire amount of the Purchase Price hereunder agreed to be paid by the Purchaser/s to the Developer as provided in Annexure 'J' 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 make the requisite application to the said Society for inducting/admitting the Purchaser's as member soin the said Society. Upon completion of the Project, viz. completion of construction of the Proposed Building and after exploiting the full available construction potential of the entire said Land (including the additional potential that is

likely to accrue to the said Land at anytime hereafter), the Developer shall require the Purchaser/s to become the member of the said Society by paying the admission fee of Rs. 100/- (Rupees One Hundred Only) or an amount of Rs. 500/- (Rupees Five Hundred Only), as applicable, or such other amounts as may be demanded by the said Society towards the consideration for 5 (five) fully paid up shares of the said Society of Rs.100/- (Rupees Hundred

Each and paying the amounts towards proportionate sinking fund/corpus

fund to the said Society.

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DENTAL RIGHTS OF THE DEVELOPER:

Developer has further informed the Purchaser/s that the Developer subject to the terms of the Redevelopment Documents, retains the right to sell, transfer, assign in favour of any person/s and/or deal with (i) the Proposed Future FSI, (ii) future rights in respect of the said Land, (iii) the balance development potential/rights in respect of the said Land (i.e. after having utilized the FSI available for the construction of the Proposed Building and as per the plans already submitted and/or to be submitted by the Developer from time to time and as per the proposed total scheme of development as stated in the Agreement) and (iv) various rights that may accrue to and over the said Land in the future including additional development potential as recited above and (v) the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Land (the rights referred to in above are hereinafter collectively referred to as "the Incidental Rights"). The Incidental Rights include the right of use of the said Land as a receiving plot and/or to consume or fully exploit by utilising TDR and/or DRC and/or any type of FSI (including any further or other FSI which may be available free of costs or by payment of premium or charges, or deposits or any other amounts by whatever name called to any authorities or persons), which the Developer and/or its nominee's may be entitled to, from time to time, at the Developer's sole and absolute discretion. 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

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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 Unit 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. The Purchaser/s further agree/s and acknowledge/s that the Developer shall solely and exclusively be entitled to use and exploit all common area and the compound of the Proposed Building, the façade of the Proposed Building and the terrace on the top of the Proposed Building for advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire Purchase Price in that behalf and the Purchaser/s shall not object thereto either in his/her/their personal eapacity/ies or 9 is/his/her/their capacity/ies as the member/s of the said Society.

12. CONSENT TO DEVELOPMENT/CONSTRUCTION: 2098

It is expressly agreed by and between the Parties as follows:

- 12.1 As aforesaid, the Developer shall be constructing the Proposed Building and additional structures/wings/floors as stated herein on the said Land and the Purchaser/shave received all disclosures with regards the above and hereby confers his/her/its consent to the Developer for the same.
- 12.2 It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building, the Developer is entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies (if any), which may be abutting any premises in the Proposed Building for the exclusive use and occupation thereof by the purchaser/s of such respective adjoining or abutting premises (whether or not the same are approved as common areas). Further the Developer may at its sole and absolute discretion, grant license/s for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting (next to) the terrace by virtue of the fact that it is an exclusive area which may be exclusively available to certain unit/s. The terrace/s if so permitted to be used by the Developer, shall not be enclosed by such respective purchaser/ occupant without the permission in writing obtained from MCGM and other

concerned authorities and the Developer. The Purchaser/s hereby give/s 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 any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/ purchaser/s /transferee/s/ licensee/s.

per the FSI utilization details as more particularly set out in Recital [SS] 2098 including inter alia the Proposed Future FSI, the Purchaser hereby gives his consent to the Developer for carrying out such further construction as and when the Developer may deem fit and agrees to purchase the said Unit with knowledge of the further construction and changes that may be required to be done in the layout or the sanctioned plans. The Developer shall be entitled to amend/alter/modify the layout plan of the said Land as also construct additional building/s/structure/s/wing/s/storey/s on the said Land or any portion or portions thereof and the Developer shall be entitled to of such additional dispose the premises building/s/structure/s/wing/s/storey/s as the Developer may deem fit proper in its sole and absolute discretion. This Clause [12] shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with the provisions RERA, MOFA and the MOFA Rules, and in particular Section 14 of RERA and section 7A of MOFA.

12.4 The Purchaser further agrees that the Proposed FSI and Proposed Future FSI granted in respect of the said Land shall solely and absolutely belong to the Developer and shall be dealt with by it in accordance with the provisions of applicable law. The Purchaser/s has expressly agreed to purchase the said Unit being fully aware about further construction and sale of units constructed by utilizing such Proposed FSI and Proposed Future FSI and on an express understanding that such Proposed FSI and Proposed Future FSI shall belong to the Developer, to be dealt with in accordance with the provisions of the said Agreement.

2.5 This reasonably expected by the Developer that the FSI for consumption on the said Land shall be increased including by virtue of proposed

amendments to the DCR, from the FSI that is presently approved under per the existing building approvals and from what is presently approvable in accordance with the existing provisions of the DCR (including inter alia by virtue of the re-enactment of the applicable DCR as per the draft Development Plan 2034, which is already published for objections/suggestions and is likely to be brought in force shortly hereafter); and thereby the Developer will on availability of such additional FSI, be able to construct further floors as a part of the Proposed Building in addition to the presently approved floors as recited above. Provided that the Developer will take such steps as required under the applicable flow prior/to construction of such further floors in addition to the presently approved floors as recited above.

12.6 The Developer may make such minor additions or alterations as may be required by the Purchaser/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the Purchaser. No prior written consent of the Purchaser/s will be required for carrying out such minor additions or alterations.

13. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

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 the purpose of acquiring the said Unit by offering the rights of the Purchaser/s hereby granted in respect of the said Unit as 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 all other sums as hereunder provided from the Purchaser/s including the sums as and by way of reimbursement of any amounts hereunder agreed to be paid by the Purchaser/s or otherwise recoverable from the Purchaser/s, shall override the rights of the financial institution/bank/organization/employer 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 and other amounts as payable under this Agreement and has/have taken possession of the said

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Unit, thereafter in the event of non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Unit and against the Purchaser/s personally and not against the said

Land, the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Developer.

14. COMMON AREAS:

- 14.1 It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the Proposed Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Building and the nature, extent and description of such 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.

 The Purchaser/s shall not claim use or entitlement to use any areas in the Proposed Building on the ground that the same are approved as common areas in the plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and claim to be entitled to use/enjoy are as set out in the **Third Schedule**, subject to what is set out therein.
- 14.2 It is hereby clarified that in the event if the Developer obtains a part Occupancy Certificate, then in such an event, all the common area amenities as set out in the *Third Schedule* may not be ready to be used and enjoyed by the Purchaser/s at the time of handing over possession of the said Unit. The Purchaser/s has/have agreed to the same and shall hereafter not be entitled to raise no objection/s in respect thereof.

RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID UNIT

It is clarified that the right of the Purchaser/s is restricted to the said Unit agreed to be sold to him/her/them by the Developer as per the floor plan annexed hereto as <u>Annexure 'I'</u> 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, open parking

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space, stilt parking spaces or any other area in to or upon the said Land and/or the Proposed Building or any other space surrounding the Proposed Building or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Developer.

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16. NO CHANGE OF USER:

It is expressly agreed, by and between the Developer and the Purchaser/s that the said Unit is sold to the Purchaser/s for use as an office/ retail shop and it shall be utilized by the Purchaser/s only for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to change the use of the said Unit, without prior written consent in writing of the Developer and the concerned authorities.

17. PARKING SPACES:

- 17.1 The Developer shall earmark parking spaces (open, or on the parking floors or in the stilt or basement) of the Proposed Building for exclusive use thereof by certain acquirers of the premises in the Proposed Building depending on availability as the Developer has been authorised to do so by the said Society under the said Redevelopment Documents. The Developer shall make reasonable endeavours to ensure that the said Society shall confirm such earmarking of parking spaces by the Developer in the Proposed Building. The Purchaser/s agree 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 Developer will be allotting 1 (One) number of parking space/s along with the said Unit to the Purchaser/s.
- 17.2 Notwithstanding what is stated in Clause [17.1] above, the Purchaser/s acknowledge/s and understand/s that majority of the car parking spaces that will be provided for in the Proposed Building shall be in the form of an automated 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 Proposed 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 operation of an automated machine for parking and removing cars from the Mechanical Parking system and the

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ng and removing cars from the Mechanical Parking system and the 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, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. 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 Proposed Building. 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. DATE OF POSSESSION OF THE SAID UNIT:

- 18.1 The Developer agrees to offer to hand over possession of the said Unit to the Purchaser/s in the Proposed Building on or before 31st December, 2020, subject to:
- 18.1.1 easy availability of cement, steel and other building materials.
- 18.1.2 any conditions beyond the reasonable control of the Developer including but not limited to the following:
 - (a) acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.;
 - b) any riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said Land could be adversely usual factor;
 - (c) any geological, subsurface ground conditions as a result of which construction, development on the said Land and construction on and

development of the said Land is delayed or no longer financially or technically viable;

- (d) any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the said Land;
- (e) any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Land could be adversely affected;
- (f) any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the said Land could be adversely affected; or
- (g) an act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by MCGM for approval of plans, grant of Occupancy Certificate or part Occupancy Certificate, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Developer.
- 18.2 The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Clause [18.1] and even after extension of the date of possession as stated in the preceding Clause [18.1], the Developer is unable to or fails to give possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and in such an event, the Purchaser/s shall at his/her/their discretion be entitled either (i) to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause [18] hereof) till the date

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of offer of nossession by the Developer to the Purchaser/s; or in the alternative (ii) to give notice to the Developer, terminating thereby this Rogreement, in which event, the Developer shall refund to the Purchaser/s the amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, interest at Agreed Interest Rate on unpaid/delayed payments etc. or any other amounts, that may have been paid by the Purchaser/s) till then received by the Developer from the Purchaser/s hereunder together with interest at the Agreed Interest Rate from the date of receipt by the Developer of such amounts of Purchase Price from the Purchaser/s till the date of refund thereof to the Purchaser/s. It is clarified that the Developer shall not be liable to pay or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses the event of such termination. It is further clarified that in the event if the provisions of this Clause [18.2] are applicable and in such an event, if the Purchaser/s once exercises the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall subsequently not be entitled to exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Unit.

18.3 The refund to be made by the Developer to the Purchaser/s pursuant to Clause [18.2] shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause [18.2] hereof. In case of termination by the Purchaser/s as provided in Clause [18.2], upon the aforesaid payment/s being made by the Developer to the Purchaser/s, neither Party shall have any claim against the other, either in the Developer's sole and absolute discretion, without an ereference and/or recourse to the Purchaser/s. Upon such payment to the Purchaser/s, neither Party shall have any claim against the other in respect of the Said Unit or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the Said Unit and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Developer may deem fit and proper, in their sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in this Clause [18.3], in the event

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if the Developer finds a willing buyer/purchaser to acquire the said Unit prior to the refund to the Purchaser/s under this Clause, then the Developer shall be entitled to sell the said Unit to such new buyer/purchaser but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause and shall have no further reference and/or recourse to the Purchaser/s.

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18.4 Save and except as provided in Clause [18.2] hereof, the Purchaser/s shall not be entitled to withdraw from this Agreement or terminate this Agreement and in the event if the Purchaser/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause [18.2] hereof, then the consequences of such withdrawal or termination shall be as set out in Clause [4] hereof.

- 18.5 The Purchaser/s has read the aforesaid Clause and agrees that Clause [118.1.

 (a) to (g)] are valid grounds for seeking extension for handing over the possession of the said Unit and he/she/it hereby grants his/her/its consent for any such extension.
- Notwithstanding anything to the contrary contained in this Agreement and in particular in Clause [18.2] to [18.4] hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the said Land or the said Unit is acquired by the Government or any other authority and thereby the Developer is unable to complete the aforesaid Proposed Building and/or to give possession of the said Unit to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be, to refund or pay over to the Purchaser/s, the amount 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 from the Purchaser/s hereunder, without any interest thereon and thereupon this Agreement shall ipso facto and automatically stand terminated.

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18.7 The Purchaser/s shall take possession of the said Unit within a maximum Rog Pperiod of 2 (two) months from the Developer giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation and

Purchaser/s intimating that the said Unit is ready for use and occupation and the obligation of the Purchaser/s to bear and pay the maintenance charges as provided hereinafter shall commence at the expiry of such period of 7 (Seven) days, PROVIDED THAT if within a period of 5 (five) years from the date of offer to hand over the said Unit to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer any defect in the said Unit or in the Proposed Building on the material used therein or any unauthorized change in the construction of the Proposed Building, then, wherever are attributable to any acts of the Developer such defects or unauthorized changes shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change. It is clarified that such obligation towards the defect liability as set out in this Clause shall not pertain to any manufacturing or other defects in the Internal Amenities and the same is limited to any defects in the construction only. In case the Purchaser/s fails to take possession within the time provided in this Clause, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

18.8 Before delivery of possession or grant of license to enter the said Unit to the Purchaser/s, the Purchaser/s shall inspect the said Unit 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 Unit or the provision of the Internal Amenities therein.

The Purchaser's shall be entitled to the possession of the said Unit only after the full aggregate Purchase Price as per Annexure 'J' 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, and the other sums mentioned hereunder are paid by the Purchaser's to the Developer, as specified herein and upon the Developer having received the completion certificate or occupancy/occupation certificate or part occupancy/occupation certificate in respect of the said Unit.

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18.10 The Developer shall not put the Purchaser/s in punless and until:

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ossession of	the said Unit			
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- 18.10.1 The Purchaser/s has/have paid the entire aggregate Purchase Price as provided by <u>Annexure 'J'</u> hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Developer as specified herein.
- 18.10.2 The Developer has received the Occupancy Certificate or part Occupancy Certificate in relation to the said Unit from MCGM.
- 18.11 Upon completion of construction of the Proposed Building comprising the said Unit, viz. upon completion of (a) casting of all slabs; (b) R.C.C and Plaster work; and (c) work pertaining to plumbing, electrical, tiling and flooring in respect of the said Unit by the Developer, the Developer may at its discretion permit the Purchaser/s to enter upon the said Unit, limited for the purpose of carrying out fit out works of non structural nature like installation of fixture and furniture, in the said Unit 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 Unit under any circumstances and the same shall be entirely at the discretion of the Developer. The Purchaser/s further acknowledge/s that at such stage the Occupancy Certificate in respect of the Proposed Building or part Occupancy Certificate in relation to the said Unit may not have been received by the Developer from MCGM and at such stage the said Unit may not be capable of being occupied by the Purchaser/s. The Purchaser/s agree/s and undertake/s that in the event so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause [18.11], 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 Unit to carry out the said fit out works as contemplated in this Clause [18.11] then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Purchaser/s so entering upon the said Unit shall comply with and adhere to all health and

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safety guidelines, rules and regulations as may be prescribed by the Developer from time to time. The Purchaser/s acknowledge/s that the 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 Unit as contemplated in this Clause [18.11].

e Purchaser/s also agree/s and undertake/s that prior to commencing any fit 2099 out or interior works in the said Unit, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the Fit Out Manual, keep deposited with the Developer a sum of Rs.94,180/- (Rupees Ninety Four Thousand One Hundred Eighty Only) as a 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 Manual or cause/s any damage or nuisance to the Proposed Building or any common areas therein or in any adjoining the said Unit, 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 security deposit for setting right such breach or rectifying such damage or nuisance caused including charges for electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Developer in relation to the said Unit. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.

- 18.13 Upon possession of the said Unit being given to the Purchaser/s, he/she/they shall be entitled to the use and occupation of the said Unit for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Unit or license to enter the said Unit he/she/they shall have no claim against the Developer in respect of any item of work in the said Unit, which may be alleged not to have been carried out or
- 18.14 Inspite of all the necessary steps and precautions taken while designing and constructing the Project, concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of

concrete), for years after construction. Further the Purchaser/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Purchaser/s and any other Purchasers/occupants of the Premises of the Project. The Purchasers/s agree/s and covenant/s not to hold the Developer liable and/or responsible in respect thereof.

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19. REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

- 19.1 Over and above the amounts of the Purchase Price, as set out in *Annexure*'J' hereto and other amounts agreed to be paid by the Purchaser/s to the Developer as set out hereinabove, the Purchaser/s shall before taking possession of the said Unit or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Unit (whether or not the Purchaser/s has/have taken possession of the said Unit or not), whichever is earlier pay to the Developer the following amounts:
- 19.1.1A sum of Rs.250/- or Rs.500/- (or such other amounts as demanded by the said Society) towards acquiring shares of the said Society and entrance fee of Rs.100/- (or such other amount as demanded by the said Society).
- 19.1.2Deposit a sum of Rs.2,54,286/- (Rupees Two Lakhs Fifty Four Thousand Two Hundred Eighty Six Only) towards provisional maintenance charges for 18 (Eighteen) months in advance.
- 19.2 Commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said Unit, is ready for being occupied. The Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Unit. After the completion of the initial 18 (Eighteen) months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Unit and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance to the Developer, shall not withhold the same for any reason whatsoever. It is

Rate to the Developer and to the said Society (as per the bye-laws of the said Society) for any delay in payment of such outgoings.

19.3 The maintenance charges would include *inter alia* the following:

- 19.3.1The expenses of maintenance, repairing, redecorating, etc. of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises/premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the Proposed Building and other common areas and amenities as enjoyed by the premises purchasers in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.
- 19.3.2The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the Proposed Building used by the premises purchasers in common as aforesaid.
- 19.3.3The cost of the salaries of certain workers like clerks, accountant, liftmen, chowkidar, pump man, valet for Mechanical Parking systems, 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.
- 19.3.4The cost of working and maintenance of common lights, water pump,

 Mechanical Parking system, lifts, common sanitary units and other services
- 19.3.5 Premium for insurance of the Proposed Building (if and when taken).
 - 23.6 The maintenance charges, cost, expenses and amounts required for maintenance of various common equipments that may be installed in the Proposed Building including *inter alia* street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, mechanical and electrical

system 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 fire fighting, tank for municipal water, over head tank and other water tanks by whatever name called, fire fighting system, common electric system (which may be installed for the lights, pumps, equipments, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or inc the maintenance and upkeep of the Proposed Building.

19.3.7The above maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchaser/s to the Developer, the above provisional maintenance does not include property tax.

- 19.4 The Purchaser/s is/are aware that after the possession of the said Unit is offered to the Purchaser/s and after he/she/they is/are admitted as member/s of the said Society, it may take at least 12 (Twelve) to 18 (Eighteen) months for the said Society to work out and inform each of the premises occupants in the Proposed Building about the exact breakup of the maintenance charges payable by him/her/them. Therefore, during such a period, the said Society 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 adhoc bills and would allow the said Society 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 said Society, to enable the said Society to work out the exact details of the maintenance charges payable by him/her/them
- 19.5 Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to MCGM or 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 Land and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Developer, however, the same would be reimbursed by the

Purchaser/s to the Developer in proportion of the area of the said Unit to the total area of all the new premises being developed on the said Land.

The presently applicable Goods and Services Tax (hereinafter referred to as "the GST") as payable on the transaction hereby contemplated shall be borne and paid by the Developer.

20.2 The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'J' 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 and various clarifications/notifications and regulations have made Goods and Service Tax (hereinafter referred to as "the said Taxes"). It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement, that there is a liability for payment of the said Taxes on this Agreement for the sale of the said Unit by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Developer is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Developer of any amounts paid by the Developer against the payment of the said Taxes, then and in such an event, the Developer shall be solely and exclusively be entitled to such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said 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 or without claiming to be entitled to any rebates or set offs or credits.

It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, goods and services tax (if and when made applicable), or any other tax by whatever name called, at the

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authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Developer, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same.

- In the event if the applicable legislation permits an option to the Developer to opt for a particular type of computation for the purposes of applicability of the said Taxes, then and in such an event, the Developer shall be free and entitled to opt for any permissible computation or avail of any scheme (as may be available) for the purposes of computation of such taxes and the Purchaser/s shall not object to the same.
- 20.5 Non-reimbursement/Non-payment of the said Taxes and other amounts mentioned in this Clause [20.4] by the Purchaser/s shall be deemed to mean non-payment of the amount towards the Purchase Price to the Developer and the consequences as mentioned in Clause [4] hereof shall apply.
- 20.6 It is further agreed by and between the Parties that the Purchaser/s have negotiated price with the developer having regards to the set-off/tax credit available to the Developer and such tax set-off or tax credit (by whatever name called) is available to the Developer with regard to any the said Taxes, then the Developer shall solely be entitled to claim the same and be entitled to the benefit of such tax set-off or tax credit. it is agreed that the Purchase Price and the installments thereof as mentioned in this Agreement are arrived at after taking into account and considering that the Developer shall be entitled to claim the and be entitled to the benefit of such tax set-off or tax credit.

21. BREACHES:

The Purchaser/s agree/s and undertake/seto 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 if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the

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said terms and conditions and covenants for any reason whatsoever and/or commits a breach of any of the provisions hereof, then in such an event, the consequences of termination as set out in Clause [4] hereof shall apply.

ELEVATION OF THE PROPOSED BUILDING:

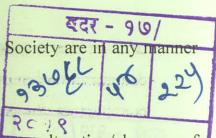
Unit whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the Proposed Building and shall keep the above in the same form as the Developer constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the Proposed Building, including fixing or changing or altering grills, 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's decision in this regard would be final and binding on the Purchaser/s.

23. COVENANTS OF THE PURCHASER

- 23.1 The Purchaser/s with an intention to bring all persons into whose hands the said Unit may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:
- 23.2 To maintain the said Unit at the Purchaser's/Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Unit is offered to the Purchaser's and to not do anything or suffer anything to be done in on to the Proposed Building and to the balconies, elevation projections, stairedse or any passage, which may be against the rules, regulations or by claws of the concerned local or any other authority nor to the said Unit itself or any part thereof;
- 23.3 Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Unit, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or

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thing, whereby any rights of the Developer/the said Society are in any whatsoever prejudiced/ adversely affected.



- 23.4 Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the Proposed Building.
- 23.5 To ensure that no nuisance/annoyance/inconvenience is caused to the other occupants of the Proposed Building by any act of the Purchaser/s.
- 23.6 Not to store in the said Unit 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 Proposed 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 Proposed 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.
- 23.7 To carry out at his/her/their own cost all the internal repairs to the said Unit and maintain the said Unit in the same condition, state and order to which it was delivered by the Developer to the Purchaser/s (usual wear and tear excepted).
- 23.8 Not to demolish the said Unit or any part thereof including Intervalia 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 Proposed Building and shall keep the portion, sewers, drains, pipes, in the said Unit 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 Proposed 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 Unit without the prior written permission of the Developer and/or the said Society.

Not to do or permit to be done any act, deed, matter or thing, which may act of the Proposed Building or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

- 23.10 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or on the terrace or on the other premises or any portion of the said Land.
- 23.11 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 Unit by the Purchaser/s.
- 23.12 The Purchaser/s: (i) shall ensure that on or after taking possession of the Unit, his/her/their/its interior works in the said Unit do not prejudice, affect or hinder in any manner the efforts and actions of the Developers to obtain the balance/ remaining Approvals in respect of the Project, and (ii) undertake/s not to cause any damage to the Building and/or the Project, and in the event any damage is caused, the Purchaser/s agree/s and undertake/s to reimburse the Developer all costs related to the remediation and rectification thereof. The Purchaser/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the building shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Limited Common Areas & Amenities and Common Areas and Amenitiies.

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

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permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up.

by the Purchaser/s to up. 2019

23.14 The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the said Society as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed 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 said Society and/or the concerned authority and/or other public authority. The Purchaser/s shall execute any and all documents required to be executed for handing over the management of the Proposed Building to the said Society and pay Purchaser/s share of charges, if any, required to be paid in this behalf.

- 23.15 The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Society regarding the occupation and use of the said Unit 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.
- 23.16 The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Land/Proposed Building/said Unit 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 3 (Three) years from the Eurchaser/s being put in possession of the said Unit.
- 23.17 The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever.

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23.18 The Developer shall provide to the Purchaser/s the water connection in respect to said Unit. The Developer shall not be held liable or responsible in any respects whatsoever if the concerned authorities are unable to provide the water supply to the said Unit.

23.19 The Purchaser/s is/are also aware that the Developer has paid to MCGM the various premiums towards the staircase, lift lobby, passages, premium FSI, Fungible FSI etc. and shall not raise any objection with regard thereto

- 23.20 The Purchaser/s is/are aware of various concessions, approvals granted to the Developer at the time of construction of the Proposed Building including the open space deficiency 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.
- 23.21 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 that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Society and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations. The Purchaser/s shall execute any and all documents required to be executed for handing over the management of the Proposed Building to the Society and pay Purchaser/s share of charges, if any, required to be paid in this behalf.

24. INDEMNITY:

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

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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.

25. STAMP DUTY AND REGISTRATION:

The Developer shall pay the applicable amount of stamp duty and registration charges etc. and other out of pocket expenses, payable in respect of this Agreement and 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 Purchaser/s shall inform the Developer of the serial number, under which the same is lodged for 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 the office of the Sub-Registrar of Assurances and to admit execution of this Agreement within the time prescribed for registration of documents under the Registration Act, 1908.

26. TRANSFER OF THE SAID UNIT:

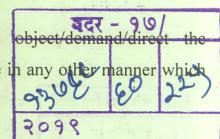
If the Purchaser/s, before being put in possession of the said Unit, desire/s to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the 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 transfered sassigned soft 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.

27. COMPLIANCE LAWS RELATION TO REMITTANCES:

- 27.1 The Purchaser/s, if a resident outside India, shall be solely responsible for compliances relating to the necessary formalities laid down in the Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act ("RBIA") and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of the FEMA, RBIA or any other rules and regulations, statutory enactments or amendments or any other applicable law thereof. The Purchaser/s understands and agrees that in event of failure on his/her part in respect of the aforesaid compliances or guidelines issued by the RBIA, he/she shall be liable for any action under the FEMA or any of the aforementioned laws as amended from time to time. The Purchaser/s agrees to keep the Developer fully indemnified and harmless in this regard and the agrees that the Developer shall accept no responsibility for the same.
- 27.2 The Purchaser/s further undertakes to intimate the Developer in writing about any change in the residential status of the Purchaser/s subsequent upon signing of this Agreement and comply with the necessary formalities if any under the prevailing applicable laws.
- 27.3 It is hereby agreed between the Parties that the Developer shall not be held responsible towards any third party making payment/remittances on behalf of any Purchaser/s of the said Unit applied for in any way.
- 27.4 It is further agreed between the Parties that the Developer shall issue receipts in solely in favour of the Purchaser/s and no one else.

28. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

- 28.1 The Purchaser/s authorizes the Developer to appropriate/adjust all payments made by the him/her/their under any head(s) of dues against any lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and proper.
- 28.2 Further, the Purchaser/s undertakes not to object/demand/direction Developer to adjust the payments due and payable in any other manner is contrary to the terms of this Agreement.



29. MISCELLANEOUS:

- 29.1 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 Proposed Building and/or the premises therein.
- 29.2 Name of the Building: The name of the Proposed Building shall at all times be "Lotus Link Square", unless changed by the Developer and the same shall not be changed without the prior written permission or approval of the Developer. The Developer shall be entitled to add at such places on the façade or terrace/s or compounds or common areas in the Proposed Building placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the Proposed Building is being constructed and/or developed or that the Proposed Building has been constructed and/or developed by the Developer.
- 29.3 Notices: All notices/intimations to be given in writing by the Parties hereto shall be by hand delivery/courier/RPAD or by email. The respective addresses/fax nos. and email ID of the parties are as follows: -

In case of Developer

Address: 1301, Lotus Trade Centre, New Link Road, Andheri (West),

Mumbai – 400 053

Attn. : To the Director

Email id.: info@lotusgroup.in

dusgroup.in

In case of Purchaser/s

Address: (1) C-601, Mayuresh Cosmos, Plot No.37, Sector-11, CBD,

Navi Mumbai - 410210

(2) G-501, Serenity Complex, Off.Link Road, behind Oshiwara

Police Station, Andheri (West), Mumbai - 400102

Attn.

(1) MR.UMESH SADHASHIV MUNDE

(2) MR. SAUMIL VIREN SHAH

saumil.shah2@gmail.com Email id.:

Such notices/intimations by one Party shall be deemed to have been received by the other Party if sent by hand delivery/courier when copy thereof is acknowledged by the recipient and in case of same being sent by fax or

on transmission thereof by the Party. email,

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

> Developer: AABCL0864D

Purchaser/s: (1) AIUPM3512F

(2) BXNPS1534C

29.5 TDS: All amounts towards the Purchase Price/consideration as payable by the Purchaser/s to the Developer in accordance with Annexure 'J' hereof, shall be made 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 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 nonfurnishing 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-NT SUB-REGIST Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause [4] hereof.

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

29.7 Lien and Charge of the Developer: Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms of this Agreement, have a first lien and charge on the said Unit agreed to be purchased by the Purchaser/s hereunder.

29.8 Dispute Resolution:

- 29.8.1To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.
- 29.8.2 Subject to what is provided in Clause [29.8.1], any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory reenactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the Tribunal shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the

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29.9 Jurisdiction: Subject to what is provided in Clause [29.8] above, 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 Entitlements.

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 Land and/or the Proposed Building and/or otherwise howsoever against the Developer, save and except in respect of the said Unit. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Land and/or the Proposed Building and/or any part thereof.

- 29.11 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 constructed 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.
- 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 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 are provision or provision which is ineffective or invalid under the applicable are
 - 3 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

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shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

educed to writing and signed

29.14 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 to Clauses, 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 same.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land bearing Survey No. 106-A and CTS No. 195 (part) of Village Andheri, Taluka Ambivali, within the registration sub-district of Mumbai Suburban admeasuring 2,226.17 square meters or thereabouts and as more particularly shown a marked in red colour shades on the plan annexed hereto and marked as <u>Annexure 'A'</u> and bounded as follows:

On or towards the North by : Jai Prakash Road

On or towards the South by : Internal Road

On or towards the East by : Building No. K-2

On or towards the West by : Link Road

THE SECOND SCHEDULE ABOVE REFERRED TO

Unit No.1208 on the 12th Floor (i.e. 9th Floor as per the approved plan, since 4 (Four) levels of parking are shown in the approved plans as a single floor no. 3), with a carpet area of 554 square feet equivalent to 51.49 square meters (computed by excluding the area of the balconies and computed in accordance as per the definition of the term "carpet area" under Section 2 (k) of RERA) in commercial wing as per the approved plans in Commercial Wing of the Proposed Building to be constructed on the said Land, more particularly described in the First Schedule hereinabove written.

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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).

approved by the concerned planning authority viz. MCGM, in accordance with the provisions of the applicable DCR) is reflected as 51.49 square meters equivalent to 554 square feet.

THE THIRD SCHEDULE ABOVE REFERRED TO INDICATIVE COMMON AREAS AND FACILITIES PART A -LIMITED COMMON AREAS

- 1. All the Purchaser/s of Units on each floor will have a proportionate undivided interest with their fellow neighbors on the same floor in respect of the unit entrance lobby and lift lobby at every floor adjacent to the respective Units.
- 2. The terrace on top of the Commercial Building and portions thereof will be allotted to specific unit purchaser/s by the Developer as per their discretion or may be reserved by the Developer for its exclusive use.
- 3. Terrace adjacent to the units shall exclusively belong to such respective units if so specifically allotted by the Developer. Terrace above of the Commercial Building shall exclusively belong to the Developer.

Parking spaces in accordance with the provisions of Clause [17] of this Agreement.

PART B - COMMON AREAS

The Purchaser/swill have a proportionate undivided interest in the following along with acquirers/holders of the premises in the Proposed Building:

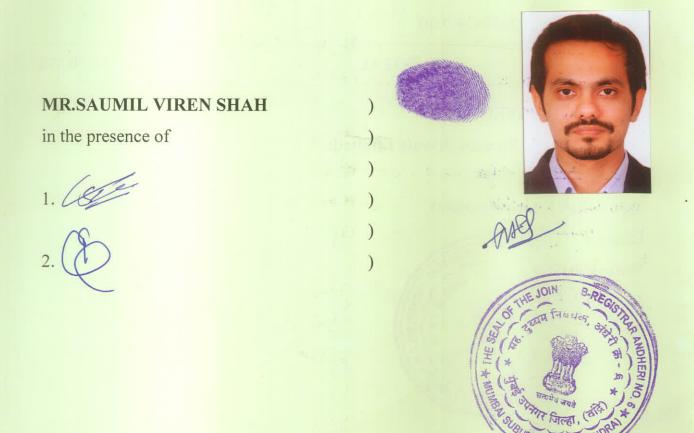
- 1. Entrance lobby on the Ground Floor.
- 2. Society office room.
- 3. Lifts provided in the Proposed Building.
- 4. Staircase of the Proposed Building including the floor landing and the midlanding, for the purpose of ingress and egress.

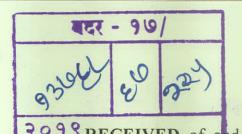
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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

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SIGNED, SEALED AND DELIVER	ED by)			
the within named Lotus Grih Nirman Pvt.Ltd.)				
through the hands of its authorised Dire	ector)	3		
MR. ASHOK KUMAR AGARWAL				
in the presence of two)	1/0		
independent witnesses:	For LOTUS GRIH - NIRI	MAN (P) LTD.		
) Heter dea	Aganon!		
1. Tusher Kshizsager) बदर - 9७/	Director		
Contract of the second	11/ 1			
2. P. C. Raut ()	300 60 37			
	2099			
SIGNED AND DELIVERED)	7.0		
By the within named Purchaser/s		4		
MR.UMESH SADHASHIV MUNDE) \\\	MARIE		





RECEIPT

Rs.52,30,872/- (Rupees Fifty Two Lakhs Thirty Thousand Eight Hundred Seventy Two Only) as within mentioned vide the following cheques:

Cheque Date	Cheque No.	Name of Bank	Branch	Amount (Rs.)
16.03.2007	903116	Bank of Maharashtra	-	2,74,000
17.10.2011	029618	Bank of India	Dombivali (E)	21,53,500
28.01.2014	053636	Axis Bank Ltd.	Navi Mumbai - 400614	7,30,900
28.01.2014	053637	Axis Bank Ltd.	Navi Mumbai - 400614	83,054
14.11.2014	000006	Bank of India	Dombivali (E)	4,21,200
16.11.2014	000762	Bank of India	Dombivali (E)	5,00,000
17.11.2014	000005	Bank of India	Dombivali (E)	68,218
03.12.2019	YESBR520191 20369189030	Yes Bank	-	10,00,000
TOTAL				52,30,872

WE SAY RECEIVED

For Lotus Grih Nirman Private Limited:

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(Mr. Ashok Kumar Agarwal)

Director

Witnesses;

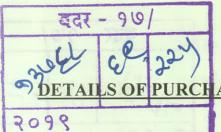
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	UNIT	TAND PURCHASER/S DETAILS वदर - 9७/		
Sr.		Particulars		
(1)	Project Name	Lotus Link Square		
(2)	Building No. &	Commercial Wing		
	Wing			
(3)	Unit	Unit bearing No.1208, on 12 th floor, admeasuring		
		about;		
	The state of	Square Meters Square Feet		
	in the state of	Carper Area (RERA) 51.49 554 of Unit		
	The second second			
	I de servicio	Enclosed balcony		
		Unit		
		Utility/Open balcony		
		area attached to the		
		Unit		
		Open terrace area		
		attached to the Unit		
(4)	Parking Space/s	1 (One) vehicle parking spaces in the Project		
(5)	Purchase Price	Rs.86,79,204/- (Rupees Eighty Six Lakhs Seventy Nine		
(6)	Data COCC C	Thousand Two Hundred Four Only)		
(6)	Date of Offer of Possession of the	31 st December, 2020		
	Unit			
(7)	Postal address of	C-601, Mayuresh Cosmos, Plot No.37, Sector-11,		
	the Purchaser/s	CBD, Navi Mumbai – 410210		
		G-501, Serenity Complex, Off.Link Road, behind		
		Oshiwara Police Station, Andheri (West), Mumbai –		
		400102		
(0)	D 4 1 11 C			
(8)	Postal address of	1301, Lotus Trade Centre, New Link Road, Andheri		
(9)	the Developer Email address of	(West), Mumbai – 400 053 Sumil.shah2@gmail.com		
()	the Purchaser/s	Summ.snanz(@gman.com		
(10)	Email address of	info@lotusgroup.in		
	the Developer	THE JOIN' SUB-REGISS		
(11)	Permanent	AABCL0864D		
	Account Number	() 第(年) 第) 至		
	of the Developer			
(12)	Permanent	(1) AIUPM3512F		
	Account Number	(2) BXNPS1535C		
	of the Purchaser/s	711 013.1.1		

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ANNEXURE J

URCH ASE PRICE AND INSTALLMENTS OF PURCHASE PRICE

The total consideration (purchase price) payable by the Purchaser/s to the Developer in respect of the said Unit shall be Rs.86,79,204/- (Rupees Eighty Six Lakhs Seventy Nine Thousand Two Hundred Four Only). The said Purchase Price of Rs.86,79,204/- (Rupees Eighty Six Lakhs Seventy Nine Thousand Two Hundred Four Only). shall be paid by the Purchaser/s (subject to deduction of Tax at Source as per Clause [30.6] of this Agreement) to the Developer in the following manner:

Sr.no.	Payment due on	Amount
1.	The earnest money paid by the Purchaser/s to the Developer before the execution of this agreement;	Rs.52,30,872/-
2.	Shall be paid on or before registration of this agreement;	Rs.34,48,332/-
1	Total	Rs.86,79,204/-









27 भालमत्ता पंत्रक न्त्राक्षणाः नीने -- अधिरी मुख्डी हर्प्यान्तर निर् तातुका/न भुन्या.जा. :- न.भू.आअंथेती जिल्हा --ाशह नर्थर क्षे देशस पारनायकाः शास्त्राता आकर्षेत्री स्तरः प्तप्र नवर चं.मी. TAPER तपरवेल अवीय त्याच्या पेयूँ तेपैतिशीयो हि 284 . . 4.4 -2643.6 ७५१६६.३ 7.365. बदर - 9७/ 4.92086 -92.9 4.59350 -१५७७.० पो.दि.प्रनाणे

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W3865.4 -ひきをきたさ・・一 -976.4 7. 2 17. 29. 19. 19. पी निटारत परिना उपडलंगे बना ७२३१२.६ --४४९७.६ नाँदन न.भू.क.१९५/१२७ मी 1-100400 पश्चिका उपदलेंने फर्नी

१९५/१९५ नांवन निकारत पांत्रका उपडलेने केंद्र

फनो केले.

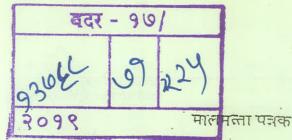
40004.0 ... ५४८.८ नीयन न.पू.क.१९५/१९८ ची रिचरत पत्रिका उच्छलेने कमो केले.

5.00503 -७५४३ र.५.जः,१९५.चा १९१ च रे९५ छा. २०० पि.प. उपडलंने क्षेत भाग केल

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स्विधीयकार रिकाया पुळ धारक T,á <u> ज्या</u> इता फा रसर और ch

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विभागमाने --अंचरी तालुका/न.भू.सा.का. -- न.भू.अ.अंधरी जिल्हा --नाः पुरस्यन दिहाट नंबर יהצ חייו सब पारणांधकार तानः।ला दिलत्दा आकी ज्ञान ची.मी. तपरात अभि त्याचा 294. दिनाक व्यवतः चंड क्षांक निन पास्क (पा) लोसीकन परंताः (प) किया भार (भा) EU97/50/87 मा. न. भू अ.अ. कं. ४ वारेफडीत क आदेग क्र भ. भू क्षा छ : उ. प्. ज्ञारा पे १८१ ता रा १०/१०/८१ अन्वयं न. पू. क्या राष्ट्र 12/03/29/23 र्द क्षेत्र २८९३.७ मां. नि.न. पू. ब्रह. १९६/१७३ पात सामील त.पू.म अंधां केलेले संग्र कपी फेले. 13/03/1803 मा. उपादिभागीय करिकारी नुं. ३४ नुंबई पांधेकंडील क्रमांध त्तं. डि. एल. एनं /एल. एन. डी/२०४२/ता. ५/४/७२ प्रनाणं नुपतदाड さいないるいち विनशंतो सा-राचो नांद केली .क्षेप ६८२.०तारा ६०.० पुरत् 3.4.7.E.1.20. 8/2/151. 26:03/63:03 नाः उनियमानेन अपि. दे उप मुंदई पादंकरीत क्र. इत. इत. वि/वी १४१८ ता ५/४/५१ प्रमाणे सुंदी तेत विनरेती तान्यामी नोह केली. क्षेत्र १६१-३ घो मो लाग ८६.४४ पुरत ४८/८८ प्रातुतः क्तं -\$409/1903 T. C. Silic Williams 19/07/194 · - Fin मा. उपविभागीय ऑपकार्त नुंबई उपनगर नांदा आहेश 30/04/14/23 कर LND/B-(३२७ ता. ५/४/०२ अच्चमं स्थाति विनरातं न.पू.स.स.१५५१ नारा नार क्षेत्र ६०१११.१ घो.मी.सारा रू.८८५.० धटीकर प्रेट्न 26/25/25/25 ना, उपनोबसाधीय ऑगकाती नुंबई उपनात संधा आदेश क : (S) रकारन डो. बी.१४१३ ता १/४/७२ अन्तरे तथारीत तान्यामी 15081/20A2 न.प्.ज.ज.४नुवर् नॉर कने क्षेत्र १२७६.६ ची.नी. ताता.ल.१६६.० ता.१/४/७८ पास्न 79907/18:37 स्त्रेटरे ता.५/४/७२ अन्यमं नुमारोत दिनरातां तान्दादी नाँह केली. ii. १३/६३/१९७१ होत्र ४१७७ र चो नि. खगा ल ३७४.८० ता. ५८/७१ पाहुन त.पु.अ.इ.४५वर्र मा. उपविभागीय आधिकाती नुंबई उपनगर जांचा अन्देश आण्ठा एन डी.की 88/07/893 सा उपविभागोद नं वम भुंबई मांचा आदेश क्रा/१३१५ एस देन हो. ₩å. \$ 075 10 OVE बी.१३९५ अन्थयं नुसारीत विनरीतां सान्वाची नौर क्षेत्र १९५८.८ची. नं.भू अ.ज.४नुवर् नी तारा क १७३.० ता. १८/७ रचान्त. £019/50/97 ना उपांधिमानीय अधिकारी मुं. उप मुंदर योगा आदेश हा. न्हें -एल.एन.डी.वं.१४१५ ता २/३/७२ अन्ययं नुपारीत विनरोत्। 45.6318.0AE सान्याची नॉर केलो केंद्र १६५०.५ ची.नी. तारा त.१७५.० दी.१/८/७१ न.प.अ.स.रपंतरं पानुन 19/07/79153 माः उपविभागाप अधेकली मुं उप पुरदे यांचा आदेश क्र. इत्। -एत. एत. डॉ. बी.१३२६ ता. ५/४/७२ अन्यर्च चुप्रांत विनत्ती 21/6 3/1745 नान्तदी नींद क्षेत्र १०३६.७ दो.नी:ता १८१४.८० ते १८/०१ でいるかではは FU9915=199 उद्देव भागति क्रिक्नाले के उन नंबरं आदेश दांपा के प्लारंत ही बी. १३१६ ता.५/०/० र निक्तिमार्गत विनशीती कान्याची नेंद्र केली. ?Ve Vitte? क्षेत्र (११३० यो मां का तार १०७ का १४८ पाएन J. M. M. W. C. 746 SEL NO. 岩土 जेपनगर जिल्ही SUBURBAN DIST

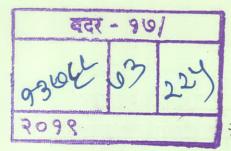
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चेश्वान्यमीने --आधंश तालुका/न. भु.मा.का. -- न.भू.अ.अंधेरी जिल्हा -- • नुंबईद्विप्तार्गे जिल्ला . पारणांधकार न्तर भुनापन शिट-नबर प्तर न्नर शासनाता रिस्त्या आयत्रीकामा क्या पाल्या तंपश्चेल अर्हण त्याच्या प्लंद तेषात्वाची विवर्षक द्भार यां.नो . 194 1 4/1 1 -1: देनांक निवंत गारक (पा) ष्यवारा यंत्र क्रमांक पहेरार (प) फिया भार (भर) 2399709186 14. मां न.प.अ.अ.क.४ पांचेष्ठदेश क्र.आरंश क्र.न.पू.अ./न पू.क्र. 1011/10VF १९५ मेटर ता १११०/८१ अन्ययं न. ए. इत. ११५ में केंत्र २८१३.७ चं न.भू.अ.ज.४भूदरं मा.न. ५.क.१९८/१७३ यात तानील केलेल क्षेत्र कमी केले. सम्रोज नुं कडील क.३७५८/४११ धं £: 90189:33 (L) लिमकोड च न.प.अ.इ.४ मुंबई दंग आदेश र्राडयन ओस्त कारोरिशन लि. 13/24/19/24 कं अंति न मूक १९५/८५ हिं. १०/१०/८५ नपुअक्तरन्थं अन्यरे २५(१३) भी नीटर क्षेत्रात लेतीय न्व वित याती. 337913:195 म्हिं • ना. अध्याक पूरि क्षीनलेख मुंबई उम् वांधेकडील क्ष. istly ove सीयदो. एतं अन्ताद्ये ७५०/८६ दि. १/८/८६ चे पत्रातीत. .न.प्.अ.छ.४पुंगर् नुचनेप्रदाणे न.प. अ.४.आदेश क.१९५८६ हे.१८८६ म्याने ३७६.९सी नाहेन निक्कत प्रक्रिका उपरान्यनं क्षेत्र जुनी 28/17/2968 ना नि.नि. भू.अ. तथा न.भू.अ.क.४ मुंबई . 2:61-उप मुंबरं यांचा आरेश क.अंध्रेरी न.ए.क.१९४/ त्टेट पंक आंक शंहिया かりいいりゃとい ८६ दि १४/१२/८६ अन्त्रवे । १६५ । स्यो नी संज्ञात 1.4.3.57.2747 নাথ বার্ডান. 83500 18965 ना जि.नि प् अत्यान प्रअ.क.४ प्रेंटेकडंल S.I: (L) - À.T. आरंताकात्व अंधेरी १९५/८७ दि.१३/२/८७ कां तनां पोलिटीन एज्युकेरान सांसायटाँ welo 42960 अन्यमे ३७६२.० ची: मी. क्षेत्राक्त नाद खढात. किस्युक्तान पुत्रक 7구. . . मः जि.नि प्ञातया नः प्ञातः ४ पांचेक्डील 28/0:4/2864 SI आदेश क्र न. पू.स. १९५ चं/८७ हि.१६/७/८७ अन्युरं १६.१ची. नो. चो निवन निकलत प्रोटेका · 2/00/1360 भ.भू.भ क्र. ४०वई व्यवलंते क्षेत्र करो. भी जि नि पु अ तथा न पू अ क्रा हे पुंचर्त उप : 3787/30/20 S.1.1 (I) त्तं -यांचा कारेश क.न. ए अंधेरी /न. मू. क. ११५/८७ काल्ने पालीटीन एन्युकेरान कालायं falacteeu दि रे/७/८७ अन्दरे ३७८१.०ची.मी.संत्रात नांद नि दि प्यातवा र प्राप्त ۲ď. ना निर्मिष् अतया न मु अत्तर नुहारे राज्यार राजा (1) red: पांचनडोत अरेश क न.भू अभंगी/न.भू क. रत्त्तमुढ तस्कारी पहिनेत्रीण तस्था मestiveve १९४८७ दि १७/११/८७ जन्दं ११८४.० ची निनि पुअतस्त न पुअक्त नां क्षेत्रात भार राकल केलं. 🕆 γŋ. मा- जि.नि: मृ.स.तक्ष न.भू.स.कृ.४ नुंदर 16/17/1965 (F): यांचेकडील आदेत क.न.म्.अंचेते नि.मू.क. त्त्वानुह सहकारी महत्त्रियांण संस्था न 13.7710V १९५८७ हि: १७४१२/८७ अन्दरे १९९.३७वां. निक्षित्व समान प्राक CUB-REGISTO 25. 14/64/18PH सा केल्हाहिकारों तुर्दे केपीलर पार्टेक्टील No./C/LND/VI.A NAP/SR/१६६४ तेन्त्रिक १५/१८/१० चे खारेशान्यचे खांपाच्य ह्यांजनाताटी किनाता अन्याची नीर केपी क्षेत्र ३७८१ वची नो सन १९१०/११ ताटी सरी • 8 5MeA5663 . नि.नि.प्.अ.तवा.न.प् उ.० THE P. (10 28. 10) 2.14. नियर जिल्ही SUBURBAN DIS

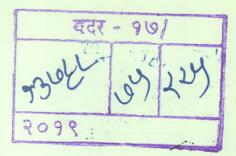
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	बदर -१२४५/१६ व इकडील आदेश	1	हाजिता सोसायटी निमिटेड	1. 03/ar/1016
	कि.न. प्.अधेरी १९५ थे, वेसावे दिनाव	1.	(हि.२५/३/१९१६ पास्त १९ धर्ष पुरतीकृतिता)	न,प्.अं.अपेटी
*	६/३/०५ अन्यये १२ वर्ष भाडेपहेदार	ï	the Landing att it as Diming	
	म्हणून १६७.४१ ची.मी.सेवास नांव		4 w	1
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14/04/3000	अर्ज जनात, व प्रयम नियंपक मुंधई पांचेकडील सुची		पट्टिएट .	क्षेत्रमा भः १६१ वदानं
	का. ग्रेजी. बदर-१४८१/१९-दि. ८/४/१९ व दकडोल		डी एन नगर निल गगन ऑप हो सीग सोस्वयी	
	आदेश क.न.भू-अंधेरी १९५/पे देसावे दिनांक १९/५/०५	1	लिमीटंड	
	जन्बरे १९ वर्ध पाडे पट्टरार म्हणून ४३४.३३ ची.मी.		(रि.८/४/९१ णसन् वर्ष मुस्तोकरिता)	
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20/20/2004	अने नवाह, त्रहाय्यक द्यम नियंधक		पट्टेबार	केरफर के १०३ श्याण
*	मुगई पाचेकडोल सुघो हा. 🗓 ११०/९२	1.	में टेप्न्स प्रोसील	(0/10/2004
	दि.३०/४/९२ वं सुची क्र. 🎞 ११९५/०५	,	होतीन सोतापटी लि.	न.५.स.अंपेरी
ì	दि.२३/८/०५ व इकड़ील आदेश क.न.मू.			
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10.310.7	पुंबई यांच्याडील सुची क्र. 🏻 इस्त क्र.	.1'	में गोरादरी प्रवा को ऑप	•]
	१३३०/२००३ हि. ८/२१०३ व इकान्त		होर्सांन सोसायटी तिः	र.मू.म.कंग्रेत
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	क सी/कार्या-३/एकत्रीकरण पो वि/एत आर को/०८९			114.01.0141:
	रि.रचेरश्वर मो.र.नं.घ२७०६ अन्तवं न पु.क्र.र९	woy !		
	दि १३/४०६ अन्दर्भ न.म्.क.१९५ क्षेत्र ६७२७०.२ चे	मान्यून !!		
*	न.पू.क.रं१५/१९९ संत्र ३७६२.० चो.मी. व न.पू.क.र			
	सेय.३७८१.० ची.मी.कपी फलन पं९,७२७.२ ची.ची	नापन केले.		
**	हि. १३/२/८७ य ४/८/८७ नोंदो न. पु.क. ११५/१९१ व			
	या मिळकत पश्चिक्या पहलेने क्यी केल्या.			
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जियाग्यानि --अधरा." तातुका/न.भु,मा.का. - न.भू,अ.अंधेरी जिल्हा -नगर भुमापन शिट नंबर 47 . धारणाधिकार जनाय यं.मी. 665 दि-गंक व्यदशा निवन पारंक (५१) खंड क्रमांक पट्टेरा (प) फिबा भार (पा) 2005/50/52 मराराष्ट्र होसीग बोडं योनी सहर गिला नियंधक नं.२ (अधिलेख) 一位. हि.बांप्बे पंग भन ब्रिरचन असोशियन मृदं भिल्हा यांचेकडील पूर्वी 🗓 Soo Health (संद ४१८०.५ घो.मी.) एस रे१८२/७३ दि.२१/१८/८४ न.पू.स.जंपरी अन्वयं नीरणीकृत प्रहेष्ट्यानं ९९ वर्ष या कालादधीसाठी **पाडेपप्टयाने दिल्यानं पट्टेदार** सदरी नावाधी नॉद, केली. नहाराष्ट्र होसींग बोर्ड पानी सहाय्यक 2008: 8005 में एभूग कर १२४ 'प्रचर्च दुस्पन निवंधक अधेरा -२ मुंबई उपनगर ' डि.एन.नगर सुर्थावनरण को. Southous जिल्हा यांचेकडील भुवी क. 🏻 राज क्री आंप होसांग सोसायटी लिमीटेड फंड्रस्ट थ००६ १४१३. ही १०००१ अच्ले -[संब ८१७.१९ ची.मी.] र्नोर्डोक्त गाउंपर्याने १९ वर्ष फालायधी तावी भाडंपट्टयानं दिल्याने पट्टेरार सदरी भाषाची नांद केली. महाराष्ट्र होसींग बांड यांनी सहाय्यफ पट्टार भेग्नाक् ३६५ प्रस्थे दुप्पन निबंधक अंधेते -१ मुंबई उपनार _ विद्या दशोपंदीर की आप होसींग सोतापदी लिमीटेड Worken जिल्हा यांवेकडांल तुर्धा क्र. पद ल क/ ५३३६/२००७ दि.१४६/२००७ अन्यमे (६ने १०१२. ४०ची.मी.). नौरणोकृतं भाउपश्यानं १९ वर्षाचं कालावधीसावी दिल्याने प्रदेशाः क्तररी नायाची नांद केली. 14/08/2006 महाराष्ट्र होसान बोर्ड पानी सहाप्यक न्यना भः, ३२८ प्रमाणे दुय्यम् निर्वेषक अधेरा - र मुंबद् उपनगर जिल्हां याचेकडील सुची क्र. य दक्त क्र /६९९४/२००७ दि २७/१/२०७७ अन्यये डो.एन.नगर शिवनेरी की. 3494120 ऑप होसींग सोसापटी लि. र.प्.अ.जंभरी [क्षेत्र ७९७.१६ ची.मी.] नोंदणीकृतः पाउंपप्टवानं १९ थवांचे कालावधी तावी दिल्याने पट्टरार तकरो नावाची नार न भू अ अधेरी त्समं करणारा -विरो नफल्त -उर्पे ३- २८७ प्रमुख धोली । ार्था । योगा मिलनार्था है जीवान एकार केमन नात्रा । या निवत एक्टन प्रस्थ। क्षाना हास्य व कार्य विरोधा भारती नुपारावर B-REGIS 功防防水 भिनार जिल्ली 19

पालमला पत्रकः

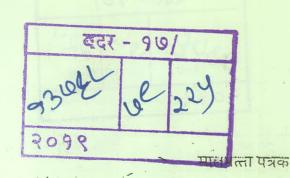
विभागमीने - अंथेरी तालुकारन. मु.सा.का. -- न. मू.स.अंथेरी नगर. पुनावन तिर्द्ध नवर : प्लाह नवर . - स.क. पारणाधिकार क्रनाक

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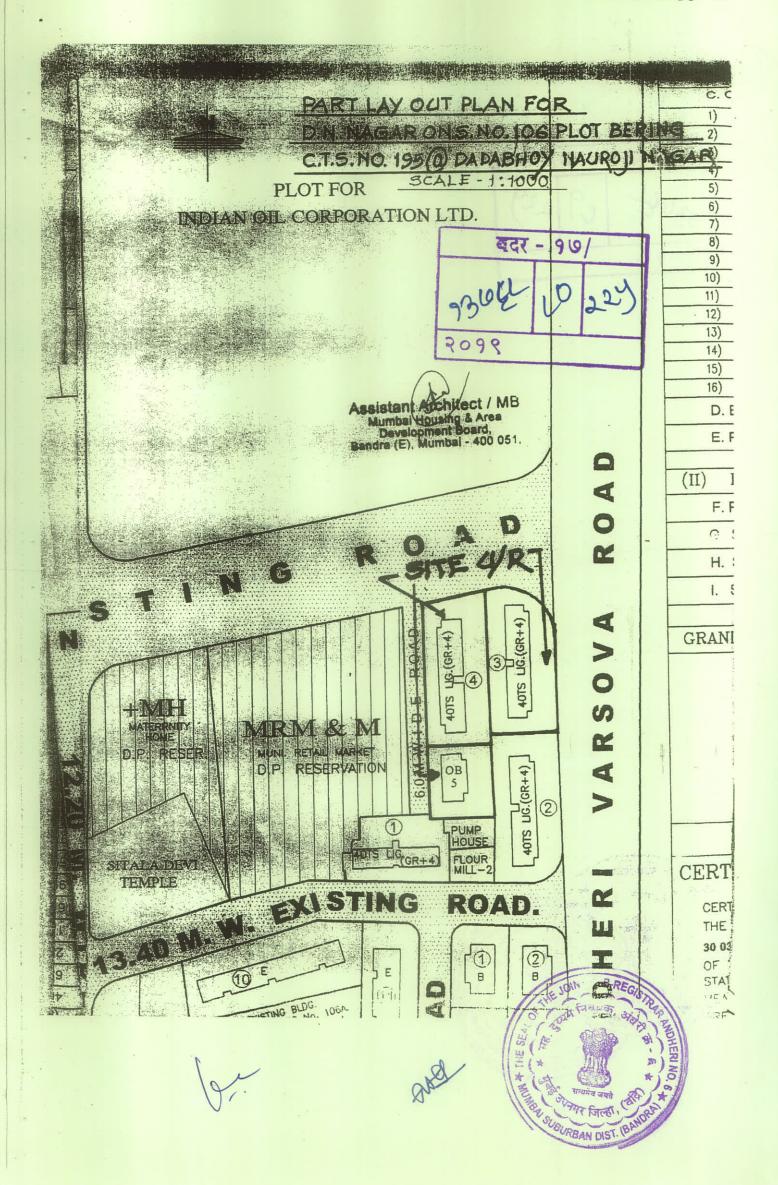
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दिनाक	व्यवहार -	ত্ত্তি কথাক	प्रथम परक (भा) प्रदेश (१) किंव भा (भा)	Harrison .
38/019/20019	महाराष्ट्र होताँग बोढं यांनी तहा हुन्यन		पट्टेशर .	हिश्तिक, १७६ व्यक्त
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	नितंधक अंधेरी -१ यांचेफडील क्र. तथी		च्रुडी एंन नगर आकारादिय	1 24.
	Ⅱ अधेरी ५५२९/०६ दि. २९/६/०६ अन्ववं		यो. जोप लेतीं। तोतायदी ति.	=0/02/3034
	नॉरणीक-त पाउंपट्टपाने १९ वर्ष कालादधीसाव	{ ;	(सेन १५३२ हर दो जो.)	न.भू-स.अंपर्त
	पाढेरहमानं दिल्याने पहेदार तर्रो नदार्या नोंद केली.	•	(44 ((4),44 5) -11-)	
(ं नाव हिनान रहेत्यान महिर्द सर्था महिर्दा महिर्दा महिर्दा ।			* *
381047000	1	1		कं कारक राजा
	महाराष्ट्र होतिंग् चोर्ड झाँनी सहा दुव्यन निवंधक		पहेरार	कि दिला कि रिक्स प्राप्त के कि कि प्राप्त के कि कि कि प्राप्त के कि
	अंधरी-१ यांचेकडील सूची क्रा. ५सत क.५५३५/		न् डा.एन नगर जुद् निसन् की ऑप	7.4.21/20/20
	२००६ दि. २०/६/०६ अन्वये नोंदणीकृत भाडेपट्टपाने. ९० वर्ष मा कालावधीलावे भाडेपट्टपाने दिल्याने		कां. और. होतींग सांतापटी ति.	a formati
	प्रदेश तर्री नावाची नार्र केली.	1	(६व ११३८-८८ स्ं.पो)	i :
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35/01/3009.	महाराष्ट्र हाँसिंग बाँड यांनी सहा दुष्यम निषंदक	1	where	कं स्कृत क, १६८ प्रकृष
	जंधरी - १ कंदेकडीत सुनी क्र.म स्त क्र.५७५३/		पहरार नुम् छादा को आँप	en/0.1/2012
* 2	२०३६ दि. १४/ ४०६ अन्वयं नारणाकृत पाउंपर्वने		कः और होतीन सोसारदोन्ति	ล.กุ.พ.งเง่นี
3.5	१० वर्ष मा कालावधीताले भाउंग्ह्याने हिल्यानं		(हेंड १९७८.५६ वो.च)	
	पट्टरार जरते नावाची नेंद्र केली.	1	1/14 1/06:14:41:10	
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11/04/2004	न्हाराष्ट्र होतिन योर्ड पांची तका रुप्यम निषंधक	1	प्रंदार	क्रियर व्याहर रहे अन्तर्व
	अपेते :१ वांक्कडोत तुर्ण कृति दान कृत्रभ	1	न्यू डि. एन-रगर सत्यन रिध्यम	06/08/1996
	विकार रि. ३०/६/०६ अन्दर्व नरियोक्त पर्वेत्र्या		सुंदरन को. ऑप. होतीन तोतापटी	7.17.54.54561
	र्व वर्ष मा साताकभीताबै भाउंपहमाने रिल्पान		लिए (क्षेत्र ११३३.६६ चो.मी)	1.
	पर्देश सदरी नावाची नांद्र-केली.		10 (10 1171) 1 1 1	- [
	वहसार सदरा नावाचा गाइ.काला.			
38/26/2000				कापातक १८० प्रमण
**	पहाण्य सामा वाढ पानः तहा द्यापनान्यप		पट्टेरार	1 20/01/25
	अंधरी -१ यांचेकडीत तुर्वे क्र.म. पी बदर -१/१५२/१५		च्याः एक नगर पुर चिनारा को ओप	क. प. अ. अवर्षा
	दि २२/६/१६ अन्वये नीर्पाकृत भाडेप्ट्याने	1	को. ऑप. एंकोंग सीताबटी लि.	
	९१ वर्ष या कालावधीतावी भाडेपहराने दिल्पाने		(सेन १६४७.७६ ची.नी)	
	प्रशेतर त्तर्री अवाची जॉर केली		*****	
38/104/2006		- .		्र के स्टार में, रेटर, मेंचल
30.000	निर्देश हो। या वा		पट्टरार	171-
	वर्ग -२ (अभितंद्ध) नुंबई उपनार जिल्हा पांधेकडांता		जुह् जांगन की काँप	न. प्. अ. अंदेरी
	र्यो लाग पी बदर -१/१६५३/२००० दि. १/१०/२०००		यो जाँद होतींग तोतापदी ति	
	जन्बये नांदणोकृत भाडेप्ट्रयाने ११ वर्षा करोता	1	(क्षेत्र १३३५.२२ ची.मी)	
	पट्टेरत सदरी नावाची नॉर केली.	1.		
\$\$/0W/700	ne l	1		के स्मांक, स्था प्रचल
4 (10 (1) 400	न्हाराष्ट्र भारतम् वाद पाना तहा दुन्यन । नपपक	1	एरेवर	
	अधेरी -१ यांचेकहील सूची क्यांक 🛚		डि.एन.न्गर स्त्रांत सान्त	•ार्थःस्थित्। इ.सृ.च अ्रेसी
	. पी. बहर -१/२१७ र/२१७३ हि. २६/२/२००१		को. आँप, होतीम तोतापदी लि.	2.41.4 21411
7	अन्दर्ध नॉरणांकृत पाउंपर्याने दिल्ताने		(क्षेत्र १४७१.०१ घो.मो)	
•)	एड्रेरा सदरी ११ वर्षाकरिता नावादी न्ट् कंली.	. '		
	(!			कंदनस्य का ३१५ ४५:व
\$6:00/fc	प्रताप्द्र होतिन बोडं पाने नहा निस्पक्ष		एंता :	1 77
	वर्ग -२ (अधिकेख) पुंबई उपनगर जिल्हा पांदेलडीका		नवाननं गंगा जो.ऑड -	אל כל וא פונים
	मुक्ती का.।। १२७८/१३ अन्यदं दि. १/०७/१३		को. ऑपरेटिस. होसींग नानापटी	न.प्.अ.अंग्ते
	अन्वये नारणीकृत पाडंपद्याने १९ वर्ष पा		हिन्दिंड.	
	कालावधीताठी भाडेपहुणने दिल्याने पहुंदार सर्वा		(क्षेत्र २५९१.९० पो.ची.)	
	अवागी और केली.	.]		
		i		

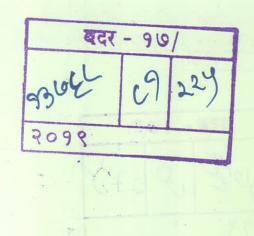




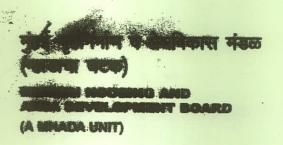
जिल्लामान - अंधरी तालुक्र नः भुः माः काः - नः भूः अः अंग्रेती . ं जिल्हा — : मुंबई उष्मिगुर जिल्हा नगर भुमाभन <u>पारगाधकार</u> रात्नातादिहत्या आ चं.मं. त्वर्शत अउंग त्याच्या 199 दिनांक नियत खारक (धा) पट्टरार (ए) किया पार (पा) अनं, नबाब, तरा दुव्यन निषंधक अंधेरी 06/08/700E देशन्तरं, ११६: प्रमाशं तहा-मुंबई उपनगर नांचे कडील द्वीत क्रां/पी/ पे.डि.एन.नगर समता क्ट्रीक्शेरक्क इ.पू.सं.संपरी बदा -१/२०६ ९४ हि. ८/८/९४ अन्वये पहानपाण संत्या (मर्पादित). द रजड़ेल आरेश क्र. न. पू. अंदेशीन्; भू.क. [क्षेत्र १६७.७१ घो.मि.] १९५/७६ दि. ८/१/२००६ अन्यमं दिनांक टां ८९४ यातून ९९ वपांचे भुरता करीता आडे पट्टेरार सरती नांच राखन केले. 13/26/3008 अनं, जनाव, सहा दुप्पम निदंधक पहंदार -में एका के, रेरे प्रमाण बंदा पांचे कडील सुची क्रपांक 🏾 🖊 दादाभाई निवास ' 14-V=- 5 १९६०/ ९३ चर् दि. ३/४/९३ य किडील को आंप हो सिंग सो सायटी लिमिटेड न.प्.अक्रोति आदेश क्र.न.प्.अधेगे न. प्.क्र. (१५०६ -दि. १४२००६ अन्वर्वे दि. १४४८० पात्र-[क्षंच रह७.७(ची.मी.] १९ वर्षाचे पुरतो कराता भाडेपहेदार रादरी नांब राखन फेले: अर्जू जबाव सहायक दुव्यय निवधक बीहा यांचे कडिल सुबी फ्रांगिं। 30/20/2005. पट्टबार :-"टो.एन.नगा गुरुकपा नुद्र -१ /६३९/९६/वर् १६.३८८/९६ कुट्ट -१ /६३९/९६/वर् १६.३८८/९६ कुट्ट कंडील आरेश इंटन. पू./अगेरी /न.भू.क्रमंक इंट्रेप्/०६ दि.३०/१०/०६ अन्यये १६. १/४/८० शिसून १९ वर्षाचे मुस्तो करीता भाडेण्ट्रेदार 3acquestos सतन्नारी गरिनमांग संस्या भयोदित [क्षेत्र १६७.७१ घो.मी.] . भरंशे नाय राखल केले. 20,027000 अंअन्यत्व, सहाय्यक दुव्यर्च नियंगक भेरप्तर क. २४० घंपाले • स्त्रो • वर्ग -२ मुंथरं उपनगर नित्हां पांचेक्रिक °अंभेरी सहकार को.ओप.ही.सीन तुंची क् 11दरा -१/१०३/१७ दि.५/२/१७ सांधापटी लिमीटेड " न.भू.ज.अंधेते य नकडील आदेश क्र./न.भू/अंधेरी न.भू. (क्षेत्र ८४४.५० ची.मी.) १९भीवा दि.२०/४०७ अन्यदे दि. १४/८० पासून १६ वर्णचे मुदती करिता भाडे पहुंदत सदती नांव राष्ट्रल केले. 10/03/2000 अर्ज नवाब सर दें कि अध्यों न मुक्ते पडेदार केरनार अ. २२० प्रमाने विते थांचेकडोत क. वदर-१/१०८२५/२००६ डी एन नगर • ॐ ॐ/ २०२४ न.भू.अ.ळोरी दि २१/१८/०६ भाउं करारनामा व सुयो कमान रोन ग रक्तान हि २३/४/०० श्री अञ्चित्रायम को आहे। सो जि सन्दर्भ महे १७ ११ रंगल्य साहन ५० वदाच । मुद्दतीबनीरता भाडेपट्टेबर सदरी नाथ दाखल केले. 3-102/5006 अर्ज ज्याव तह दु-नि.जंधेरी पांचेकडील कं स्ता के रेक्न प्रमाणे सही -पट्टेदार -बद्राः-१२४३/२००७ दिः १३/२/२००७ वा न्युडी.एन.नगर साईधाम को.ऑप भाई क्रातापा व सुनी क्रमांक दोन व orelextrace. हो.सो.सि. न-प्-म-अंपेरो इमाडील दि,रंपे४/०७ था आदेश या अन्वये (क्षेत्र २७०८.२८ ची.मी.) रि: एर । पर कात्र १९ यथांचे मुदती करिता भारपद्धिक स्थाप मुद्दा कारता भारपद्धिक स्थाप ने स्थाप मुद्दा कारता प्रतिस्थित स्थापनी ने स्थापनी स्थापन स्थापन निव्यापन स्थापनी स्थापन स्यापन स्थापन स्यापन स्थापन Wardy. पट्टेपार के त्या जा, रूप क्षेत्र डी.एन.नगर संकल्प सागर SEAL को ऑप होतीन सोसाय्यी लिमीटेड न.प.अध्यापी (शेव १५५४,३० घो.मो.) भारतिक प्रमानं दिल्याने पहेलार सर्रती नवाची नोर 파 िमार जिल्ली UBURBAN DIS

41,4











No.CO/MB/Arch/NOC/F-204/1786/2010 Dated: 20/3/10

OFFER LETTER

To, The Secretary, D.N.Nagar Neptune Co-op Hsg.Soc. Ltd. Building No.K-3 & K-4, D.N.Nagar, Andheri (west) Mumbai :- 400 058.

90

Sub:-Request for N.O.C. for proposed Redevelopment of FSI of existing building No. K-3 & K-4, Known as D.N. Nagar Neptune Co-op Hsg. Soc. Ltd. on CTS No.195 (Part), at D.N.Nagar, Andheri (west), Mumbai:-400 058.

Ref:-1) This office NOC letter under No.CO/MB/Arch/NOC/F- 910/3894/06 Dated 15/07/06

4) Your Society's Architect letter dated 19/11/2009

Sir,

With reference to the above-mentioned subject, it is to inform you that the Mumbai Board vide its resolution No.250/2742 dtd31.12.2009. has considered your request for :-

Allotment of Additional Buildable area of 2486.63 m2 (i.e.Residential 199.80 m2 office bldg.no.5 + Commercial 399.58 m2 office bldg.no.5 + Commercial 1887.25 m2 of Bldg. No. K-3 & K-4) beyond existing BUA as per 2.50 FSI on sub divided plot.

Allotments already approved in the past vide NOCs under reference 1 are as follows :-

- i) Allotment of Existing Buildable area of 2679.20 m2 For Residential use.
- Allotment of additional FSI as TDR of 1703.40 m2 (1360.00 m2 ii) Residential + 343.40 m2 Commercial). TDR is cancelled by this letter.

गूहनिर्माण भवन, कलानगर, वान्द्रे (पूर्व), मुंबई - ४०० ०५१. दूरध्यनी ६६४०५०००, २६५९२८७७, २६५९२६२२ फॅक्स नं. : ०२२-२६५९२०५८ / २६५९०६६० पत्रपेटी क्र. ८१३५

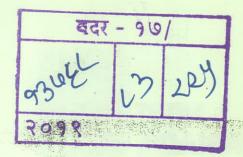
Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.

Phone: 68405000, 26592877, 26592622

Fax No.: 022-26592058 / 26590660 Post Box No. 843







The above allotment is on plot admeasuring about 1826.58 m2 (i.e. 562.01 m2 of Bldg. No. K-3 as per lease deed + 895.48 m2 of Bldg. No. K-4 + 69.08 m2 Additional land). MHADA's Resolution no. 6260 Dt. 04/06/2002. A. R. 6349 dated 25/11/2008. A. R. No. 6383 dated 24/02/2009 & A. R. No. 6387 dated 5/05/2009 are applicable in the instant case.

Your Society will have to submit an Undertaking & Indentity Boad in prescribed pro-forma to agree to all conditions as may be given under the NOC Letter and also requested to submit the photographs of size 20 cm x 30 cm of existing building and additional land available.

Hence you are requested to make the following payment towards the use of balance B.U.A. of 2486.63 m2 (i.e.Residential 199.80 m2 office bldg.no.5 + Commercial 399.58 m2 office bldg.no.5 + Commercial 1887.25 m2 of Bldg. No. K-3 & K-4).

2 Del 3 Lay 4 Pre & K Rs. (i.e. 4/0 5 Pre bld cha 200 dt 6 Rec of (Qha 200 4 200 200 200 200 200 200 200 200 200 200		Selbus -
1 Scr 2 Del 3 Lay 4 Pre & k Rs. (i.e. 4/6 5 Pre bld cha 200 dt 6 Rec 6 of (cha 200 dt 7 H Wai 8 Cha per 367	Particular	
3 Lay 4 Pre & K Rs. (i.e. 4/0 5 Pre bld cha 200 dt 4 7 H Wai 8 Cha per 367	Scrutiny Fees/- 1) Residential 6000/- 2) Commercial 12000/-	Aready paid
4 Pre & K Rs. (i.e. 4/0) 5 Pre bld cha 200 dt 4/0 oha 200 dt 4/0 o	Debris Removal	Altered paris
& K. Res. (i.e. 4/0) 5 Pre-bld chas 200 dt 4/0 (i.e. 4/0) 6 Rese of (i.e. 4/0) 7 Wat Wat (12/0) 8 Chaper 367	ayout approval fees (80 T/s x 500 per T/s)	400000,00
5 Preble bld cha 200 dt 4 6 Record of 1 200 dt 4 7 HL Was 200 8 Chapter 367	Premium towards additional buildable area of Bldg. No. K-3 to K-4 for Commercial use of 1887.25 sq. mtr. by charging the second section of 2009 i.e.60% of 39600/-) as per MHADA Reso No. 6260 dt 1/06/2007 & MHADA Reso No. 6397 Dt 05/05/2009	44841060.00
of one of the character	remium towards additional buildable area of Office oldg.no.5 for Residential use of 199.80 sq. mtr. by tharging Rs.23760/- @. 60 % Ready Reckoner Rate for 2009 (i.e.60% of 39600/-) as per MHADA Reso.No. 6260 tt 4/06/2007 & MHADA Reso.No. 6397 Dt.05/05/2009.	
8 Chaper 367	desovery of Premium towards additional buildable area as of Office bldg.no.5 Commercial use of 399.56 sq. mtr. to harging Rs.35640/- @. 90 % Ready Reckoner Rate for 006 (i.e. 90 % of 39600/-) as per MHADA Reso.No. 6260 it 4/06/2007 & MHADA Reso.No. 6397 Dt.05/05/2009.	1424-1086-20
8 Che per 367	Vater charges Deposit as per CE-II/A's Circular dated 2/06/2009.	300000.00
	hange of user as per A Resolution 5553 (i.e. 33.44 m2 er T/s x 11 shops) 67.84 m2 x Rs.1000/-	367849.00
9 Tota	otal Amount	CECTO DE
amo	Deduct (-) Amount of Offsite Infrastructure Charges on mount mentioned on Sr.No.(4) as above Rs.63829339.20 x 12.5%)	7978667.40





A STATE OF THE STA	2383400.00
Say Amount	54176111.80 Rs.
Some Seventy Five Crore Forty One Lakhs Seventy Five	5,41,75,115/- Thousand One

The season will have to make full payment for use of additional built up Area/ATSAUS as stated above (i.e. Sr. No. 1 to 12) within 6 months from the date of inches of this letter. If society fails to make this payment within six months then the Offer Letter will stand cancelled. Thereafter, whenever the society will apply the offer letter it will be issued wherein the amount of premium as per payment in the letter will be worked out and society will have to make payment.

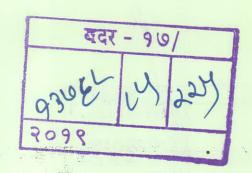
2) The Society's Architect will have to verify the area and dimension as per site report given by Executive Engineer/Housing Bandra Division and submit report about confirmation.

- 3) This allotment is subject to payment of Stamp duty if as and when may be imposed by the Govt, of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs. 100/-).
- 4) MCGM has iincurred expenditure for on site infrastructure prior to modification in DCR 33 (5) and after modification in DCR 33 (5). The Prorata premium shall be payable by the society as and when competent authority communicates to you.
- 5) The Pro-rata premium for approval of revised layout under DCR 33 (5) with 2.5 FSI shall also be payable by society as and when communicated to you.
- 6) Your society will abide all terms and conditions as may be given under NOC letter.
- 7) Your society will have to submit No dues certificate from concerned Estate Manager before issue of NOC.
- 8) The society will have to submit new resolution before issue of NOC for the proposed redevelopment as per 2.5 FSI werein 70% Consent of members shall be necessary.
- 9) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before issue of NOC.

Jr.

Red





An amount of Rs. 5,41,75,115/-(In words- Rs.Five Crore Forty One Latin Seventy Five Thousand One Hundred Fifteen only.) may be paid in the office of Chief Accounts Officer/ Mumbai Board, Third Floor, Griffe Nithing Board, Bandra (E), Mumbai - 400051. By Demand Draft/ Pay Order or by cash from 10.00 A.M. to 2.30 P.M. on all working days and produce certified Xerox copy the receipt in this office.

Your society should pay offsite Infrastructure charges as per modified DCR 33 (5) Clause (5) An amount of Rs. 79,78,667.40/- (In words Rs. Seventy Nine Lakhs Seventy Eight Thousand Six Hundred Sixty Seven point Forty only) in the office of the Executive Engineer, Building Proposal Department (WS), M.C.G.M., R. K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai - 400 050 and produce certified Xerox copy of the receipt in this office.

On receipt of the same the NOC will be processed under certain terms and condition, which may please, be noted.

(Draft copy approved by CO/MB)

For Chief Officer, M. H. & A. D. Board, Bandra (E), Mumbai -400051.

Copy of Architect to M/s Ellora Project Consultant, Mumbai letter for information.

Copy to Executive Engineer, Building Proposal Department (WS), M.C.G.M., R. K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai - 400 050. (Please inform this office after payment of the Offsite Infrastructure charges Rs. 79,78,667.40

Forwarded to information and necessary action in the matter to the:

1. Executive Engineer, Housing /Bandra/ Maintenance/ Division.

2. Estate Manager (II). / M.B.

3. Asst. Land Manager / (Andheri) M.B.

4. Chief Accounts Officer/M.B.(Please inform this office after receipt of the above payment.)

5. Secretary & Administrative Officer/M.B. for information with Reference to M. B. Resolution No-250/2742 date: - 31.12.09.





Land Bridge

HUMBAL-HOUSING AND AREA DEVELOPMENT BOARD (A-MHADA-UNIT)



No.CO/MB/REE/NOC/F- 204/2-41 /2014

Dated: 2012/2014

OFFER LEGIER

The Secretary,
Neptune Co-op Hsg.Soc. Ltd.
Building No. K-3, K-4 & OB-5,
D.N. Nagar, Andheri (W)
Numbar 400 053

9366 (C 227) 2099

Sib : Proposed Redevelopment of Existing Building No. K-3, K-4 & OB-5, Known as Neptune Co-op Hsg. Soc. bearing CTS No. 195 (Pt.) at village- Andheri, Mumbai -400 053 under DCR 33(5)

Set: 1) M/s. Ellora Project Consultant Pvt.Ltd. letter dt. 06/01/2014 addressed to Flon. VP/A

2) Authority Resolution no. 6615 dt. 06/08/2013

3) No. CO/MB/Arch/NOC/F-204/99/2012 dt. 19/01/2012

4) This office offer letter no. CO/MB/REE/NOC/F-204/2565/ 2013 dt. 31/12/2013

5) Hon'ble VP/A approvals dated 27/01/2014

With reference of to above cited letter no. 4 Hon'ble has considered your request for change of user from residential to commercial use.

As per authority resolution no. 6615 dt. 04/08/2013, it has been resolved to distribute 75% of Pro-rata share in those layouts where revised layout for 2.5 FSI submitted to MCGM for approval.

Accordingly, your proposal has been scrutinized by this office & your proposal has been approved as mentioned below.

Sr. No.	Particulars	Area in Sq.mtr.
1)	Area as per demarcation by EE/Bandra Div.	2226.17
42.0	& NOC under reference no.3	1000 The S
2)	Permissible FSI	2.5
3)	Permissible BUA	5565.42

गृहनिर्माण भवने, कलानगर, वान्द्रे (पूर्व), मुंबई - ४०० ०५१. दूरव्यनी ६६४०५०००, २६५९०६६०, ६६४०५३९८

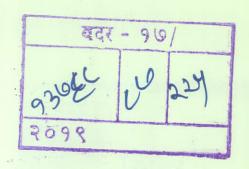
J.

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai 400 051.

Phone: 66405000, 26590660, 66405398







Entransport	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	
4)	75% Pro-rata for K-3 + K-4	3240.00
	(40.50 x 80)	
5)	Total BUA	8805.42
6)	Less BUA allotted Previously Residential - 2910.75 sq.mtr. Commercial - 2654.67 sq.mtr.	\$\$65.42
7)	Additional BUA to be allotted now for commercial use	3240.00

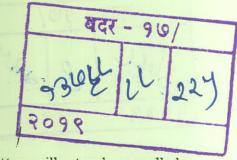
In this regard you are requested to make payment as mentioned below :-

Sr. No	Particular	Amount in Rs.
1	Scrutiny Fees Residential use Rs. 6000/	12000.00
2	Debris Removal Rs. 6600% Per Bldg.	6600:00
3	Layout approval fees (Rs. 500/- X 80 T/s)	Already Paid
4	Premium towards additional buildable Pro-rata area for Commercial use of 3240.00 sq. mt. by charging Rs. 48,960/- @. 60% current Ready Reckoner Rate of 2013 (i.e. 60 % of Rs. 81,600/-) as per MHADA Reso.No. 6260 dt 4/06/2007 & MHADA Reso.No. 6397 Dt.05/05/2009. & A. R. No. 6422 dated 07.08.2009.	15,86,30,400.00
5	Deduction of Offsite Infrastructure payable to MCGM as per Revised DCR 33(5) (15,86,30,400 X 12.5%)	(-)1,98,28,800.00
6	On site Infrastructure (3240 m2 X Rs. 100/- per sq.ft. X 10,764)	54,87,586,00
7	Deposit Amount for Water Charges as per CE-II / A's Circular dated 02.06.2009	Aiready Paid
8	Total Amount	14;23,07;736:00
SHE IS	Total Amount in Rs. Forteen Crore Twenty Three Lakh Seve Hundred Thirty Six Only.	n Thousand Seven

This offer letter supersedes offer letter issued vide no. CO/MB/REE/NGC/F-204/2565/2013 dt 31/12/2013

2) Your society will have to submit an undertaking on stamp paper of Ra 250/ for agreeing all the terms and conditions mentioned in the Annexure L. then only NOC will be issued to the subjective proposal.

3) The society will have to make full payment at one time for use of additional built up Area/ Additional land area as stated above (i.e. Sr. No. 1 to 7) within 6 months from the date of issue of this letter. If society fails to make this

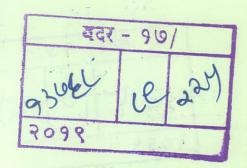


payment within six months then the Offer Letter will stand cancelled. Thereafter, whenever the society will apply for revised offer letter it will be assent as per prevailing colleged MEADA.

- 4) The Society's Architect will have to verify the plot area and dimension as per site report given by Executive Engineer/Bandra Division and submit report about confirmation.
- 5) This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Gove on Wharashtra (Under the relevance provisions of Waharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs. 100/-)
- 6) M.C.G.M. has incurred expenditure for on site infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5). The pro-rata premium shall be payable by the Applicant & the pro-rata premium of revised layout under D.C.R. 33(5) with 2.5 FSI shall also payable by Applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 7) The Pro-rata amount for approval of revised layout under DCR 33 (5) with 2.5 FSI shall also be payable by society as and when communicated to you.
- 8) Your society will abide all terms and conditions as may be given under NOC letter.
- 9) Your society will have to submit No dues certificate from concerned Estate Manager before issue of NOC.
- 10) The society will have to submit new resolution before issue of NOC for the proposed redevelopment as per utilization of pro- rata wherein 70% Consent of members shall be necessary.
- 11) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before issue of NOC.
- 12) Your society will have to submit Xerox copy of minute book about resolution for redevelopment with pro- rata F.S.I. for commercial use before NOC.
- 13) All conditions in lease deed & sale deed are applicable to the society.
- 14) Your society will have to submit duly signed & registered development agreement before NOC.
- 15) It is binding on society to pay any arrears if any for the earlier NOC issued more particularly onsite and offsite infrastructure charges as and when communicated by Mumbai Board.







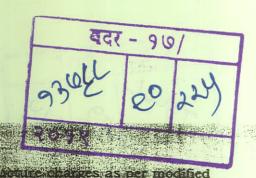
- 16) MHADA reserve it spright to without any common general and conditions mentioned therein in future at any point of time without giving any reason to do so.
- 17) It should be sole responsibility of society to obtain the approval of plans / FSI from MCGM and this allotment is made subject to approval of MCGM.
- 18) This offer letter is issued only for payment purpose and for acceptance of offsite infrastructure amount by MCGM and not for any other approvals.
- 19) The Society will have to obtain revised demarcation plan before asking consent for Occupation Certificate.
- 20) Appointment of the Developer, Architect is the responsibility of the society 8: MHADA will not be held responsible for any dispute about development agreement or drawing /designing of new rehab. tenements etc.
- 21) This area is allotted as per Authority Resolution no. 6615 dt. 06/08/2013 & subject to approval from MCGM.
- 22) Office building shall be amalgamated with Neptune co.op. Hou. Soc., before asking consent for O.C.
- 23) Society will have to submit resolution for amalgamation with OB -5
- 24) Detailed proposal for consumption of Pro-Fata FSI shall be submitted to this office as per guidelines issued by MHADA.
- 25) Society will have to indemnify MHADA for non approval of now allotted FSI from MCGM.
- 26) It will be mandatory on society to keep provision for balance 25% Pro-rata which will be released as and when revised layout of 2.5 FSI is approved from MCGM.
- As regards area of rehab T/s being more than 45.00 m2, decision of MHADA in note of "Doward Mobility" will be binding on the society.
- 28) This offer letter is issued subject to condition that approval of MCGM for commercial area approved to society if MCGM deny any MHADA should not cast hability for the same.

Twenty Three Lakh Seven Thousand Seven Hundred Thirty Six Only.) may be paid in the office of the Chief Accounts Officer/ Mumbai Board, Third Floor, Order or by cash from 10.00 A.M. to 2.30 P.M. on all working days and produce certified Xerox copy of the receipt in this office.

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office: of the Executive Engineer Building Proposal Department (WS), M.C.G.M. R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-490 050 and produce certified Xerox copy of the receipt in this office.

On receipt of the same the NOC will be processed under certain terms and condition, which may please, be noted.

(Draft approved by CO/MB)

Sd/-For Chief Officer, M. H. & A. D. Board, Mumbai

Copy forwarded to Executive Engineer, Building Proposal Department (WS), M.C.G.M. R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400 050 You are requested to submit the report, payment made by the society of Rs. 1,98,28,800/- He is informed to deposit the said amount & not to grant any permission on said offer letter. This offer letter is only for purpose of payment & not for sanction of plans.

Copy to Licensed Surveyor for information: M/s Ellora Project Consultants Pvt. Ltd., Riddhi-Siddhi Complex, C wing, 1st flr, Kamraj Nagar, Near Municipal School, Goregaon (W) Mumbai-400 062.

Copy forwarded to information and necessary action in the matter to the: -

1. Executive Engineer, Bandra Division / M.B.

i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.

if) He is directed to recover all the dues from the society concerned to

Estate Department & intimate the same to this office.

iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society &

intimate the same to this office.

2. Chief Accounts Officer/M.B.

He is directed to recover the amount of offer letter on time & furnish certified copy to this office. As well as check above calculation of offer letter thoroughly. If any changes / irregularities found in the said offer letter intimate to this office accordingly.

3. Copy to Shri Kulkarni / Sr. Clerk & Shri. Mane /Jr. Clerk for MIS record.

4. Copy to Architect, layout cell, MB.

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For Chief Officer, M. H. & A. D. Board, Mumbai





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The proposed work of Redevelopment of Existing Building No. 33 OB- 5, Known as Neptune Co-op Hsg. Soc. bearing C.15 No. 25 (Pt.) all called Andheri, Mumbai -400 053 under DCR 33(5) will be undertaken by the society as per following terms and conditions:-

TERMS AND CONDITIONS

- 1. All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
- The society will rectify lease agreement from concern MHADA department for additional area allotted by the MHADA before asking for consent letter for Occupation Certificate of MCGM.
- The society will have to obtain separate P. R. card as per the approved additional area by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of M.C.G.M.
- This offer letter will not be misused for taking out any kind of permission from any departments.
- The work of the proposed demolition & reconstruction of the new building
 will be undertaken by the society entirely at the risk and cost of the
 society and MHADA / MHADB will not be held responsible for any kind of
 damages or losses.
- 6. The society will undertake & entrust responsibility of the planning, designing approval from MCGM & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.

The society is responsible for obtaining all necessary permissions as the REGIS approvals for utilization of additional BUA from the MCGM & other concerned authorities (such as MOEF, MCZM, forest etc) before stanting of the work & MHADA is not responsible for MCGM / other authorities refuse to give permission for development of society's proposal.

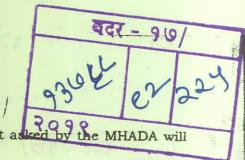
Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed of the building.

All the terms & conditions mentioned in the offer letter No. MB/REE/NOC/F-204/2/1 /2014 is binding on the society.

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- 11. No additional FSI will be utilized by the society other than permitted by the MHADA.
- 12. The work will be carried out within the land underneath and appurtenant as per approved sub-divisions, demarcation and plot area allotted by the concerned departmentable MFADA
- 13. Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADB will not be responsible in any manner.
- 14. The user of the proposed development / redevelopment will be as permitted by the MHADA.
- 15. The society will have to construct and maintain separate underground water tank, pump house and over-head tank to meet requirement of the proposed buildings and obtain separate water meter & water connection as per approvals of M.C.G.M.
- 16. The Society will construct compound wall along boundary line of the plot allotted by the Board and as per the demarcation given by the concerned Executive Engineer / M.B. and Asstt. Land Manager / M.B.
- 17. Society will hand over the set back free of to the MCGM at their own cost.
- 18. The society at its cost will undertake up-gradation of all existing infrastructure and also carry-out laying of new infrastructural services at its cost as suggested by MCGM, MHADA and any other concerned Authority.
- 19. All the terms and conditions of the layout approval of the MCGM will be binding on the society.

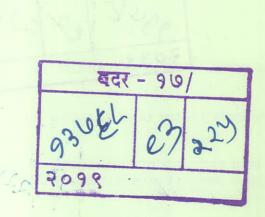
(Draft approved by CO/MB)

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For Chief Officer, M. H. & A. D. Board. Mumbai







मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ (म्हाडाचा घटक)

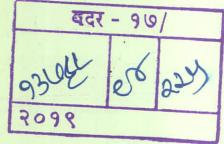
MUMBAI HOUSING AND AREA DEVELOPMENT BOARD (A MHADA UNIT)



No.CO/MB/REE/NOC/F-204/550 /201

Date: 3 1 NAR 2016 OFFER LETTER

The Secretary,
D.N. Nagar, Neptune Co-op Hsg. Soc. Ltd.,
Building No. K-3, K-4 & O.B. 5,
D.Nagar, Andheri (W),
Mumbai – 400 053.



Sub.:- Proposed Redevelopment of existing Building No. K-3, K-4 & Office Building No. 5 Known as Neptune Co-Op. Housing Society Ltd., CTS No. 195(pt), S. No. 106-A, D.N. Nagar, Andheri (W), Mumbai - 400 053 under DCR 33(5).

Ref:- 1) NOC vide no. CO/MB/Arch/NOC/F-204/99/ 2012 dated 19/01/2012.

 Pro-rata NOC vide no. CO/MB/REE/NOC/F-204/838/2015 dated 10/07/2015.

3) Society's Developer's letter dated 26/11/2015 addressed to Hon. VP/ A (WR no. 368 dated. 26/11/2015)

4) Society's letter dated 19/01/2016.

5) Society's Developer's letter dated 03/02/2016 addressed to Hon. VP/ A (WR no. 43 dated. 03/02/2016.

6) Hon'ble V.P. /A's approval Dt. 30/03/2016.

With reference to the above mentioned subject, it is to inform you that Hon'ble V.P./A has considered your request for Allotment of additional Buildable area of 6000.00m2 (Commercial use) + 301.64 m2 (Change of user from Residential to Commercial use) beyond existing BUA as additional BUA from 10% V.P./A quota under provisions of Authority resolution No. 6260 dated 04/06/2007.

Your proposal for additional BUA from Hon. VP/A's discretionary quota has been scrutinized by this office & your proposal has been approved as mentioned below.

Sr. No.	Particulars	Area in Sq.mtr.
1)	Plot area as per demarcation plan of E.E. / Bandra Div. / M.B.	2226.17
2)	Permissible FSI	2.5
3)	Permissible BUA	5,565.42
4)	Additional BUA to be allotted for Pro-rata F.S.I. vide NOC dt.10/07/2015. (70%Pro-rata 40.50x80) (Commercial)	3240.00
4)	Additional BUA to be allotted from Hon. VP/A's discretionary quota (10% VP Quota) (Commercial)	6000.00
5)	Total BUA	14805.42

Page 1 of 7

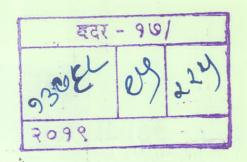
गृहिनर्माण भवन, कलानगर, वांद्रे (पूर्व), मुंबई - ४०० ० ५१. दूर्घ्वनी ६६४०५०००/२६५९२८७७ / २६५९२८८१

फॅक्स नं. : ०२२-२६५९२०५८

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Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.



In this regard you are requested to make payment as mentioned below:-

Table - A

Ca	Calculation of Premium towards allotment of 6000.00 m2 additional BUA from 10% discretionary quota of Hon'ble V.P./A				
Sr. No.	Particular	Amount in Rs.			
1	Scrutiny Fees- Commercial Rs. 12000 x 2 Bldgs.	24,000.00			
2	Debris Removal Rs. 6600 /- Per Bldg.	Already Paid			
3	Layout approval fees (Rs. 500/- Per tenements)	Already Paid			
4	Premium towards additional buildable area for Commercial use of 6000.00 sq.mtr. by charging Rs. 59,160 /- @ 60% current Ready Reckoner Rate of 2015 (i.e. 60 % of Rs. 98,600/-) as per MHADA Reso. No. 6260 Dtd. 04/06/2007 & MHADA Reso. No. 6397 Dtd. 05/05/2009 & A. R. No. 6422 Dtd. 07/08/2009.	35,49,60,000.00			
5	Deduction of Off-site Infrastructure payable to MCGM as per Revised DCR 33(5) (35,49,60,000 X12.5%)	(-)4,43,70,000.00			
6	On site Infrastructure (6000.00m2 X Rs. 100/- per sq.ft. X 10.764)	64,58,400.00			
7	Deposit Amount for Water Charges as per CE-II / A's Gircular dated 02.06.2009	Already Paid			
8	Total Amount (Sr. No. 1+4-5+7)	31,70,72,400.00			

Table - B

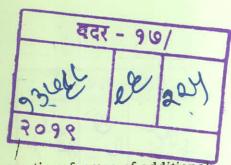
Reso, No. 6260 Dtd. 04/06/2007 & MHADA Reso. No. 6397 Dtd. 05/05/2009 & A. R. No. 6422 Dtd. 07/08/2009.	
	,340.80
Deduction of Off-site Infrastructure payable to MCGM (-)7,43	,542.60

1) Your society will have to submit an undertaking on stamp paper of Rs. 250/for agreeing all the terms and conditions mentioned in the Annexure-I, then
only NOC will be issued to the subjective proposal.



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Page 2 of 7

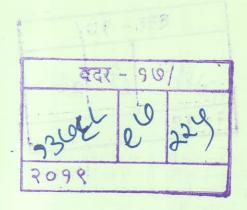


- 2) The society will have to make full payment at one time for use of additional built up Area/ Additional land area as stated above (i.e. Sr. No. 1 to 8) within 6 months from the date of issue of this letter. If society fails to make this payment within six months then the Offer Letter will stand cancelled. Thereafter, whenever the society will apply for revised offer letter it will be issued as per prevailing policy of MHADA.
- 3) The Society's Architect / Licensed Surveyor will have to verify the plot area and dimension as per site report given by Executive Engineer/Housing Bandra Division and submit report about confirmation.
- 4) This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)
- 5) As per A.R. 6615 dt. 06/08/2013, if MCGM denies to approve the additional BUA allotted by MHADA or suggest amendment in large quantity then Hon. V.P./A reserve the right to cancel, withdraw or any corrections.
- 6) M.C.G.M. has incurred expenditure for onsite infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5). The prorata premium shall be payable by the Applicant & the pro-rata premium of revised layout under D.C.R. 33(5) with shall also payable by Applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 7) The Pro-rata amount for approval of revised layout under DCR 33 (5) shall also be payable by society as and when communicated to you.
- 8) Your society will abide all terms and conditions as may be given under NOC letter.
- Your society will have to submit No dues certificate from concerned Estate Manager before issue of NOC.
- 10) Allotment of the layout pro-rata B.U.A. / 10% Hon'ble V.P./A quota in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not approved as per FSI 3.00 as per D.C.R. 33(5) dated 08/10/2013 Government notification.
- 11) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before issue of NOC.
- 12) Your society will have to submit Xerox copy of minute book about resolution for redevelopment before NOC.

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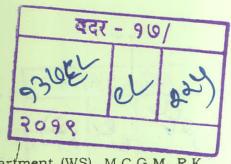
- 13) It is binding on the society to submit the consent letters of 7 existing tenants for the change in tenements i.e. Residential to Commercial (301.64 m2 BUA) before NOC. In this regards in future if any dispute or legal matter aises MHADA will not be responsible for that.
- 14) Allotment of additional built up area is subject to MCGM approval.
- 15) The condition of 60% of total built up area of the project should be in the form of EWS /LIG/MIG as per Govt. order dated 26/08/2009 which was incorporated in the earlier offer letters, is now cancelled as per Hon'ble V.P./A's approval on dated 23/03/2016.
- 16) All conditions in lease deed are applicable to the society.
- 17) Your society will have to submit duly signed & registered development agreement before NOC.
- 18) It is binding on society to pay any arrears if any for the earlier NOC issued more particularly onsite and offsite infrastructure charges as and when communicated by Mumbai Board.
- 19) MHADA reserve it's right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.
- 20) This offer letter is issued only for payment purpose and for acceptance of offsite infrastructure amount by MCGM and not for any other approvals.
- 21) It should be sole responsibility of society to obtain the approval of plans from MCGM and this allotment is made subject to approval of MCGM.
- 22) After approval of layout with 3.00 FSI from MCGM society will not be entitled to additional Pro-rata share of FSI. Society's Pro-rata share of FSI generated after approval of layout will be adjusted against 10% V.P. quota B-REAllotted to society and shall submit an undertaking to that effect.

n amount of Rs. 32,22,77,199/- (In words- Rs. Thirty Two Crore Twenty Two Lacs Seventy Seven Thousand One Hundred Ninety Nine Only.) may be paid in the office of the Chief Accounts Officer/ Mumbai Board, Third Floor, Crina Nirman Bhavan, Bandra (E), Mumbai - 400051. By Demand Draft Pay Order or by cash from 10.00 A.M. to 2.30 P.M. on all working days and produce certified Xerox copy of the receipt in this office.

Your society should pay offsite Infrastructure charges as per modified

UBURBAN UDG R 33 (5) Clause (5) An amount of Rs. 4,51,13,543/- (In words Rs. Four Crore Fifty One Lacs Thirteen Thousand Forty Three Only.) in the office of

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the Executive Engineer Building Proposal Department (WS), M.C.G.M. R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400 050 and produce certified Xerox copy of the receipt in this office.

On receipt of the same the NOC will be processed under certain terms and condition, which may please, be noted.

Encl.: Annexure-I

(Draft approved by C.O./M.B.)

For Chief Officer, M. H. & A. D. Board, Mumbai

Copy forwarded to Executive Engineer Building Proposal Department (WS), M.C.G.M., R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400050 You are requested to submit the report, payment made by the society of Rs. 4,51,13,543/-He is informed to deposit the said amount & not to grant any permission on said offer letter.

Copy to Licensed Surveyor: M/s. Ellora Project Consultants Pvt. Ltd., Room No. 317 to 321, Ninad CHS Ltd., Building No. 7, Kher Nagar, Service Road, Bandra (East), Mumbai - 400 051 for information.

Copy forwarded to information and necessary action in the matter to the: -

- 1. Deputy Chief Engineer West / Mumbai Board for information please.
- 2. Executive Engineer, Housing Bandra Division / Mumbai Board
 - i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
 - ii) He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
 - iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.
- 3. Chief Accounts Officer/ Mumbai Board

He is directed to recover the amount of offer letter on time & furnish certified copy of the payment receipt to this office.

4. Copy to Shri. Mane /Sr. Clerk for MIS record.

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-Sd/-For Chief Officer, M. H. & A. D. Board, Mumbai

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Annexure-I

The Proposed Redevelopment of existing Building No. K-3, K-4 & Office Building No. 5 Known as Neptune Co-Op. Housing Society Ltd., CTS No. 195(pt), S. No. 106-A, D.N. Nagar, Andheri (W), Mumbai – 400 053 under DCR 33(5) will be undertaken by the society as per following terms and conditions:-

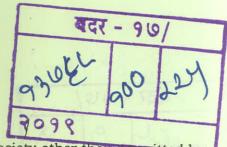
TERMS AND CONDITIONS

- 1. All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
- The society will rectify lease agreement from concern MHADA department for additional area allotted by the MHADA before asking for consent letter for Occupation Certificate of MCGM.
- 3. The society will have to obtain separate P. R. card as per the approved additional area by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of M.C.G.M.
- 4. This offer letter will not be misused for taking out any kind of permission from any departments.
- 5. The work of the proposed demolition & reconstruction of the new building will be undertaken by the society entirely at the risk and cost of the society and MHADA / MHADB will not be held responsible for any kind of damages or losses.
- 6. The society will undertake & entrust responsibility of the planning, designing approval from MCGM & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.
- 7. The society is responsible for obtaining all necessary permissions & approvals for utilization of additional BUA from the MCGM & other concerned authorities (such as MOEF, MCZM, forest etc.) before starting of the work & MHADA is not responsible for MCGM / other authorities refuse to give permission for development of society's
- 8. Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed of the building.
- 9. Mall the germs conditions mentioned in the Offer letter No. CO/MB/REE/NOC/F-204/ 550 /2016 is binding on the society.

10. Any kind of payment or constructed tenement asked by the MHADA

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- 11. No additional FSI will be utilized by the society other than permitted by the MHADA.
- 12. The work will be carried out within the land underneath and appurtenant as per approved sub-divisions, demarcation and plot area allotted by the concerned department of MHADA
- 13. Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADB will not be responsible in any manner.
- 14. The user of the proposed development/redevelopment will be as permitted by the MHADA.
- 15. The society will have to construct and maintain separate underground water tank, pump house and over-head tank to meet requirement of the proposed buildings and obtain separate water meter & water connection as per approvals of M.C.G.M.
- 16. The Society will construct compound wall along boundary line of the plot allotted by the Board and as per the demarcation given by the concerned Executive Engineer / M.B. and Land Manager / M.B.
- 17. Society will hand over the set-back free of to the MCGM at its own cost.
- 18. The society at its cost will undertake up-gradation of all existing infrastructure and also carry-out laying of new infrastructural services at its cost as suggested by MCGM, MHADA and any other concerned Authority.
- All the terms and conditions of the layout approval of the MCGM will be binding on the society.

(Draft approved by C.O./M.B.)

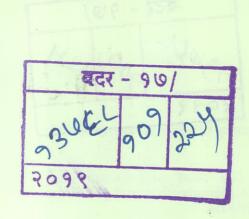
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For Chief Officer, M. H. & A. D. Board, Mumbai

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मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ (म्हाडाचा घटक)

MUMBAI HOUSING AND AREA DEVELOPEMENT BOARD (A MHADA UNIT)

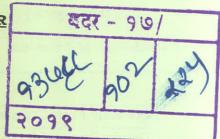




No.CO/MB/REE/NOC/F-204/ 16 9 /2016 Date: 0 4 FEB 2077

REVISED OFFER LETTER

To,
The Secretary,
D.N. Nagar, NeptuneCo-op Hsg. Soc. Ltd.,
Building No. K-3, K-4 & O.B. 5,
D.N. Nagar, Andheri (W),
Mumbai - 400 053.



Sub.:- Proposed Redevelopment of existing Building No.K-3, K-4 & Office Building No. 5 Known as Neptune Co-Op. Housing Society Ltd., CTS No.195 (pt), S. No.106-A, D.N. Nagar, Andheri (W), Mumbai – 400 053 under DCR 33(5).

Ref:- 1) NOC vide no. CO/MB/Arch/NOC/F-204/99/ 2012 dated 19/01/2012.

 Pro-rata NOC vide no. CO/MB/REE/NOC/F-204/838/2015 dated 10/07/2015.

 Offer letter for balance layout F.S.I. vide no. CO/MB/ REE / NOC/F-204/550/2016 dated 31/03/2016.

4) Society's letter dated 21/09/2016 addressed to Hon. VP / A.

Hon'ble V.P. /A's approval Dt.02/12/2016.

With reference to the above mentioned subject, it is to inform you that Hon'ble V.P./A has considered your request for Allotment of additional Buildable area of 6000.00m2 (Commercial use) + 301.64 m2 (Change of user from Residential to Commercial use) beyond existing BUA as additional BUA from balance layout F.S.I. under provisions of Authority resolution No. 6260 dated 04/06/2007.

Your proposal for additional BUA from balance layout F.S.I. has been scrutinized by this office & your proposal has been approved as mentioned below.

Sr. No.	Particulars	Area in Sq.mtr.
1)	Plot area as per demarcation plan of E.E. / Bandra Div. / M.B.	2226.17
2)	Permissible FSI	2.5
3)	Permissible BUA	5,565.42
4)	Additional BUA to be allotted for Pro-rata F.S.I. vide NOC dt.10/07/2015. (Commercial)	3240.00
4)	Additional BUA to be allotted from balance layout F.S.I. (Commercial)	6000.00
5)	Total BUA	14805.42

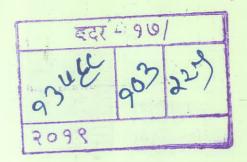
गृहिनर्माण भवन, कलानगर,विद्रे(पूर्व), मुंबई - ४०० ०५१. दूरध्वनी ६६४०५०००, २६५९२८७७, २६५९०६६०, ६६४०५३९८ फॅक्स नं.: ०२२-२६५९१५४४ / २६५९२०५८



Page 1 of 7
Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai 400 051.
Phone: 66405000, 26592877, 26590660, 66405398
Fax No.: 022-26591544 / 26592058







In this regard you are requested to make payment as mentioned below:-

	Table - A				
Ca	Calculation of Premium towards allotment of 6000.00 m2 additional BUA from balance layout F.S.I.				
Sr. No.	Particular	Amount in Rs.			
1	Scrutiny Fees-Commercial Rs. 12000 x 2 Bldgs.	24,000.00			
2	Debris Removal Rs. 6600/- Per Bldg.	Already Paid			
3	Layout approval fees (Rs. 500/- Per tenements)	Already Paid			
4	Premium towards additional buildable area for Commercial use of 6000.00sq.mtr.by charging Rs. 75,120/-@60% current Ready Reckoner Rate of 2016-17 (i.e. 60 % of Rs. 1,25,200/-) as per MHADA Reso. No. 6260 Dtd.04/06/2007 & MHADAReso.No.6397 Dtd.05/05/2009& A. R. No. 6422 Dtd. 07/08/2009.	45,07,20,000.00			
5	Deduction of Off-site Infrastructure payable to MCGM as per Revised DCR 33(5) (Rs.45,07,20,000 X 12.5%)	(-)5,63,40,000.00			
6	On site Infrastructure (6000.00m2 X Rs. 100/- per sq.ft. X 10.764)	64,58,400.00			
7	Deposit Amount for Water Charges as per CE-II / A's Circular dated 02.06.2009	Already Paid			
8	Total Amount in Rs. (Sr. No. 1+4-5+7)	40,08,62,400.00			

Table - B

Call	Calculation of Premium towards granting permission of change of use from Residential to Commercial of 301.64 m2				
Sr. No.	Particular	Amount in Rs.			
9	Dtd. 07/08/2009.	75,53,065.60			
105	Deduction of Off-site Infrastructure payable to MCGM as per Revised DCR 33(5) (Rs. 75,53,065.60X12.5%)	(-)9,44,133.20			
11	Total Amount (Sr. No. 9-10) Total Amount Say	66,08,932.40 66,08,933.00			

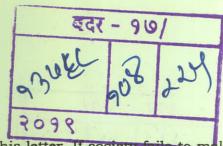
Your society will have to submit an undertaking on stamp paper of Rs. 250/for agreeing all the terms and conditions mentioned in the Annexure-I, then
only NOC will be issued to the subjective proposal.

2) The society will have to make full payment at one time for use of additional built up Area/ Additional land area as stated above (i.e. Sr. No. 1 to 11) up to

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Page 2 of 7





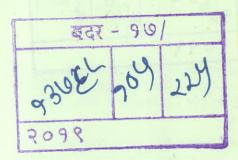
31st March 2017 from the date of issue of this letter. If society fails to make this payment up to 31st March 2017 then the Offer Letter will stand cancelled. Thereafter, whenever the society will apply for revised offer letter it will be issued as per prevailing policy of MHADA.

- 3) The Society's Architect / Licensed Surveyor will have to verify the plot area and dimension as per site report given by Executive Engineer/Housing Bandra Division and submit report about confirmation.
- 4) This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-).
- 5) As per A.R. 6615 dt. 06/08/2013, if MCGM denies to approve the additional BUA allotted by MHADA or suggest amendment in large quantity then Hon. V.P./A reserve the right to cancel, withdraw or any corrections. Further the NOC will be issued to the society only after finalization of working of pro-rata share FSI by MCGM and share of society as per policy of MHADA.
- 6) M.C.G.M. has incurred expenditure for onsite infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5). The prorata premium shall be payable by the Applicant & the pro-rata premium of revised layout under D.C.R. 33(5) with shall also payable by Applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 7) The Pro-rata amount for approval of revised layout under DCR 33 (5) shall also be payable by society as and when communicated to you.
- 8) Your society will abide all terms and conditions as may be given under NOC letter.
- Your society will have to submit No dues certificate from concerned Estate Manager before issue of NOC.
- 10) Allotment of the layout pro-rata B.U.A. / Balance layout F.S.I. in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not approved as per FSI 3.00 as per D.C.R. 33(5) dated 08/10/2013 Government notification.
- 11) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before issue of NOC.
- 12) Your society will have to submit Xerox copy of minute book about resolution for redevelopment before NOC.
- 13) It is binding on the society to submit the consent letters of 7 existing tenants for the change in tenements i.e. Residential to Commercial (301.64 m2 BUA) before NOC. In this regards in future if any dispute or legal matter aises MHADA will not be responsible for that.

Page 3 of 7

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- 14) Allotment of additional built up area is subject to MCGM approval.
- 15) The condition of 60% of total built up area of the project should be in the form of EWS /LIG/MIG as per Govt. order dated26/08/2009 which was incorporated in the earlier offer letters, is now cancelled as per Hon'ble V.P./A's approval on dated 23/03/2016.
- 16) All conditions in lease deed are applicable to the society.
- 17) Your society will have to submit duly signed & registered development agreement before NOC.
- 18) It is binding on society to pay any arrcars if any for the earlier NOC issued more particularly onsite and offsite infrastructure charges as and when communicated by Mumbai Board.
- 19) MHADA reserve it's right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.
- 20) This offer letter is issued only for payment purpose and for acceptance of offsite infrastructure amount by MCGM and not for any other approvals.
- 21) It should be sole responsibility of society to obtain the approval of plans from MCGM and this allotment is made subject to approval of MCGM.
- 22) After approval of layout with 3.00 FSI from MCGM society will not be entitled to additional Pro-rata share of FSI. Society's Pro-rata share of FSI generated after approval of layout will be adjusted against balance layout F.S.I. allotted to society and shall submit an undertaking to that effect.

An amount of Rs. 40,74,71,333/-(In words-Rs. Forty Crores Seventy Four Lakh Seventy Seven Thousand Three Hundred Thirty Three Only.) may be paid in the office of the Chief Accounts Officer/ Mumbai Board, Third Floor, Griha Nignan Bhavan, Bandra (E), Mumbai – 400051. By Demand Draft/ Pay Order of by cash from 10.00 A.M. to 2.30 P.M. on all working days and produce certified Xerox copy of the receipt in this office.

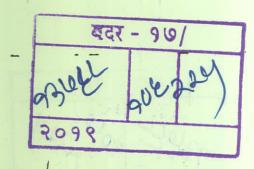
Your society should pay offsite Infrastructure charges as per modified DCR 33 (5) Clause (5) An amount of Rs.5,72,84,134/- (In words Rs. Five Crofes Seventy Two Lakh Eighty Four Thousand One Hundred Thirty Four Only.) in the office of the Executive Engineer Building Proposal Department (WS), M.C.G.M. R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400 050 and produce certified Xerox copy of the receipt in this office.

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Page 4 of 7





On receipt of the same the NOC will be processed under certain terms and condition, which may please, be noted.

Encl.: Annexure-I (Draft approved by C.O./M.B.)

> -8d/-For Chief Officer, M. H. & A. D. Board, Mumbai

Copy forwarded to Executive Engineer Building Proposal Department (WS), M.C.G.M., R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W). Mumbai-400050You are requested to submit the report, payment made by the society of Rs. 5,72,84,134/- He is informed to deposit the said amount & not to grant any permission on said offer letter.

Copy to Licensed Surveyor: M/s. Ellora Project Consultants Pvt. Ltd., Room No. 317 to 321, Ninad CHS Ltd., Building No. 7, Kher Nagar, Service Road, Bandra (East), Mumbai - 400 051 for information.

Copy forwarded to information and necessary action in the matter to the: -

Deputy Chief Engineer -West / Mumbai Board for information please.

2. Executive Engineer, Housing Bandra Division / Mumbai Board

i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.

ii) He is directed to recover all the dues from the society concerned to

Estate Department & intimate the same to this office.

iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.

3. Chief Accounts Officer/ Mumbai Board

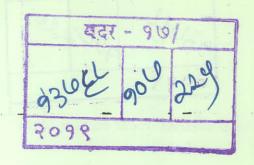
He is directed to recover the amount of offer letter on time & furnish certified copy of the payment receipt to this office

4. Copy to Shri. Mane /Sr. Clerk for MIS record.

For Chief Officer, M. H. & A. D. Board, Mumbai

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Annexure-I

The Proposed Redevelopment of existing Building No. K-3, K-4 & Office Building No. 5 Known as Neptune Co-Op. Housing Society Ltd., CTS No. 195(pt), S. No. 106-A, D.N. Nagar, Andheri (W), Mumbai – 400 053 under DCR 33(5) will be undertaken by the society as per following terms and conditions:

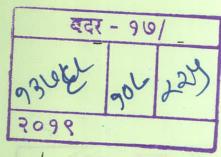
TERMS AND CONDITIONS

- 1. All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
- The society will rectify lease agreement from concern MHADA department for additional area allotted by the MHADA before asking for consent letter for Occupation Certificate of MCGM.
- 3. The society will have to obtain separate P. R. card as per the approved additional area by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of M.C.G.M.
- This offer letter will not be misused for taking out any kind of permission from any departments.
- The work of the proposed demolition & reconstruction of the new building will be undertaken by the society entirely at the risk and cost of the society and MHADA / MHADB will not be held responsible for any kind of damages or losses.
- The society will undertake & entrust responsibility of the planning, designing approval from MCGM & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.
- 7. The society is responsible for obtaining all necessary permissions & approvals for utilization of additional BUA from the MCGM & other conference authorities (such as MOEF, MCZM, forest etc.) before authorities refuse to give permission for development of society's proposal.
- 8. Society* will be responsible for any kind of litigation or legal consequence arising an account of the proposed of the building.
- SUBURBAN DISTREE/NOC/F-204/ 169 /2016 is binding on the society.
- 10. Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.

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- 11. No additional FSI will be utilized by the society other than permitted by the MHADA.
- 12. The work will be carried out within the land underneath and appurtenant as per approved sub-divisions, demarcation and plot area allotted by the concerned department of MHADA
- Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADB will not be responsible in any manner.
- 14. The user of the proposed development/redevelopment will be as permitted by the MHADA.
- 15. The society will have to construct and maintain separate underground water tank, pump house and over-head tank to meet requirement of the proposed buildings and obtain separate water meter & water connection as per approvals of M.C.G.M.
- The Society will construct compound wall along boundary line of the plot allotted by the Board and as per the demarcation given by the concerned Executive Engineer / M.B. and Land Manager / M.B.
- 17. Society will hand over the set-back free of to the MCGM at its own cost.
- 18. The society at its cost will undertake up-gradation of all existing infrastructure and also carry-out laying of new infrastructural services at its cost as suggested by MCGM, MHADA and any other concerned Authority.
- 19. All the terms and conditions of the layout approval of the MCGM will be binding on the society.

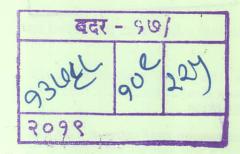
(Draft approved by C.O./M.B.)

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For Chief Officer, M. H. & A. D. Board, Mumbai

Page 7 of 7







मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ (म्हाडाचा घटक)

Mumbai Housing and Area Development Board

(A MHADA UNIT)



No.CO/MB/REE/NOC/F-204/ 655 /2017

Date: 0 9 NAY 2017

REVISED OFFER LETTER

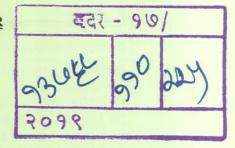
To,
The Secretary,
D.N. Nagar, No.

D.N. Nagar, Neptune Co-op Hsg. Soc. Ltd.,

Building No. K-3, K-4 & O.B. 5,

D.N. Nagar, Andheri (W),

Mumbai - 400 053.



Sub.:- Proposed Redevelopment of existing Building No.K-3, K-4 & Office Building No. 5 Known as Neptune Co-Op. Housing Society Ltd., CTS No.195 (pt), S. No.106-A, D.N. Nagar, Andheri (W), Mumbai - 400 053 under DCR 33(5).

Ref:- 1) NOC vide no. CO/MB/Arch/NOC/F-204/99/ 2012 dated 19/01/2012.

 Pro-rata NOC vide no. CO/MB/REE/NOC/F-204/838/2015 dated 10/07/2015.

 Offer letter vide no. CO/MB/ REE /NOC/F-204/550/2016 dated 31/03/2016.

 Offer letter vide no. CO/MB/REE/NOC/F-204/169/2016 dated 04/02/2017.

5) Society's Developer's letter dated 13/04/2017 addressed to Hon. V.P. / A. (W.R. No. 372 dated 18/04/2017)

6) Hon'ble V.P. /A's approval Dt. 29/04/2017.

With reference to the above mentioned subject, it is to inform you that Hon'ble V.P./A has considered your request for Allotment of additional Buildable area of 6000.00m2 (Commercial use) + 301.64 m2 (Change of user from Residential to Commercial use) beyond existing BUA as additional BUA from balance layout F.S.I. under provisions of Authority resolution No. 6260 dated 04/06/2007 & 6615 dt. 06/08/2013.

Your proposal for additional BUA from balance layout F.S.I. has been scrutinized by this office & your proposal has been approved as mentioned

below.

In this regard you are requested to make payment as mentioned below:-

Table - A

Calculation of Premium towards allotment of 6000.00 m2 additional BUA from balance layout F.S.I.

Sr. Particular Amount in Rs.

No.

1 Scrutiny Fees-Commercial Rs. 12000 x 2 Bldgs. 24,000.00

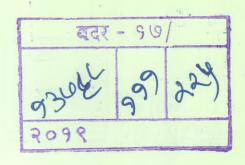
Page 1 of 7

गृहिन्मीण स्वन, कलानगर, वांद्रे (पूर्व), सुंबई - ४०० ०५१. दूरध्वनी ६६४०५०००/२६५९२८७७ / २६५९२८८१ फॅक्स नं. : ०२२-२६५९२०५८

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2	Debris Removal R's. 6600/- Per Bldg.	Already Paid
3	Layout approval fees (Rs. 500/- Per tenements)	Already Paid
4	Premium towards additional buildable area for Communication at asc of 6000.00sq mtr.by charging Rs. 79,140/. 60% current Feady Reckoner Rate of 2017-18 (i.e. 60 % of Rs. 1,31,900/-) as per MHADA Reso. No. 6260 Dtd.04/06/2007 & MHADAReso.No.6397 Dtd.05/05/2009& A. R. No. 6422 Dtd. 07/08/2009.	47,48,40,000.00
5	Deduction of Off-site Infrastructure payable to MCGM as per Revised DCR 33(5) (Rs. 47,48,40,000 X 12.5%)	(-)5,93,55,000.00
6	On site Infrastructure (6000.00m2 X Rs. 100/- per sq.ft. X 10.764)	64,58,400.00
7	Deposit Amount for Water Charges as per CE-II / A's Circular dated 02.06.2009	Already Paid
8	Total Amount in Rs.	42,19,67,400,00

Table - B

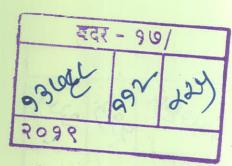
Sr. No.	Particular	Amount in Re.
9	Premium towards permitting change of use from Residential to Commercial use of 301.64 sq.mtr.by charging Rs. 26,380/- @ 20% current Ready Reckoner Rate of 2017-18 (i.e. 20 % of Rs. 1,31,900/-) as per MHADA Reso. No. 6260 Dtd. 04/06/2007 & MHADA Reso. No. 6397 Dtd. 05/05/2009 & A. R. No. 6422 Dtd. 07/08/2009.	79,57,263.20
10	Deduction of Off-site Infrastructure payable to MCGM as per Revised DCR 33(5) (Rs. 79,57,263.20X12.5%)	(-)9,94,657.90
11 1	Total Amount in Rs. Total Amount Say	69,62,605,30 69,62,606,00

1) Your society will have to submit an undertaking on stamp paper of Rs. 250/for agreeing all the terms and conditions mentioned in the Annexure-I, then
only NOC will be ssued to the subjective proposal.

The society will have to make premium payment for 2700.00 m2 out of 6000.00 m2 & premium for change of user of 301.64 m2 at one time for use of additional built up Area as stated above (i.e. Sr. No. 1 to 11) within 6 months from the date of issue of this letter & premium for remaining 3300.00 m2 on or before 31st March 2018. If society fails to make this payment within 31 March 2018 then the Offer Letter will stand cancelled. Thereafter, whenever the society will apply for revised offer letter it will be issued as per prevailing policy of MHADA.

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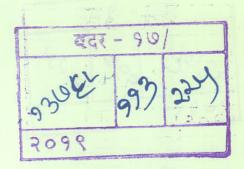
- 3) The Society's Architect / Licensed Surveyor will have to verify the plot area and dimension as per site report given by Executive Engineer/Housing Bandra Division and submit report about confirmation.
- 4) This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-).
- 5) As per A.R. 6615 dt. 06/08/2013, if MCGM denies to approve the additional BUA allotted by MHADA or suggest amendment in large quantity then Hon. V.P./A reserve the right to cancel, withdraw or any corrections. Further the NOC will be issued to the society only after finalization of working of pro-rata share FSI by MCGM and share of society as per policy of MHADA.
- 6) M.C.G.M. has incurred expenditure for onsite infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5). The prorata premium shall be payable by the Applicant & the pro-rata premium of revised layout under D.C.R. 33(5) which shall also payable by Applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 7) The Pro-rata amount for approval of revised layout under DCR 33 (5) shall also be payable by society as and when communicated to you.
- 8) Your society will abide all terms and conditions as may be given under NOC letter.
- 9) Your society will have to submit No dues certificate from concerned Estate Manager before issue of NOC.
- 10) Allotment of the layout pro-rata B.U.A. / Balance layout F.S.I. in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not approved as per FSI 3.00 as per D.C.R. 33(5) dated 08/10/2013 Government notification.
- 11) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before issue of NOC.
- 12) Your society will have to submit Xerox copy of minute book about resolution for redevelopment before NOC.
- 13) It is binding on the society to submit the consent letters of 7 existing tenants for the change in tenements i.e. Residential to Commercial (301.64 m2 BUA) before NOC. In this regards in future if any dispute or legal matter aises MHADA will not be responsible for that.
- 14) Allotment of additional built up area is subject to MCGM approval.

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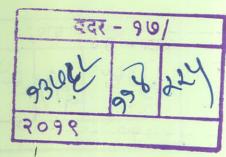
- 15) The condition of 60% of total built up area of the project should be in the form of EWS /LIG/MIG as per Govt. order dated26/08/2009 which was incorporated in the earlier offer letters, is now cancelled as per Hon'ble V.P./A's approval on dated 23/03/2016.
- 16) All conditions in lease deed are applicable to the society.
- 17) Your society will have to submit duly signed & registered development agreement before NOC.
- 18) It is binding on society to pay any arrears if any for the earlier NOC issued more particularly onsite and offsite infrastructure charges as and when communicated by Mumbai Board.
- 19) MHADA reserve it's right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.
- 20) This offer letter is issued only for payment purpose and for acceptance of offsite infrastructure amount by MCGM and not for any other approvals.
- 21) It should be sole responsibility of society to obtain the approval of plans from MCGM and this allotment is made subject to approval of MCGM.
- 22) After approval of layout with 3.00 FSI from MCGM society will not be entitled to additional Pro-rata share of FSI. Society's Pro-rata share of FSI generated after approval of layout will be adjusted against balance layout F.S.I. allotted to society and shall submit an undertaking to that effect.

Eighty Nine takhs Thirty Thousand Six Only.) may be paid in the office of the Chief Accounts Officer/ Mumbai Board, Third Floor, Griha Nirman Bhavan, Bandra (E), Mumbai – 400051. By Demand Draft/ Pay Order or by cash from 10.00 A.M. to 2.30 P.M. on all working days and produce certified Xerox copy of the receipt in this office.

Crores Three Lakhs Forty Nine Thousand Six Hundred & Fifty Eight Only.) in the office of the Executive Engineer Building Proposal Department (WS), M.C.G.M. R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400 050 and produce certified Xerox copy of the receipt in this office.

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On receipt of the same the NOC will be processed under certain terms and condition, which may please, be noted.

Encl.: Annexure-I (Draft approved by C.O./M.B.)

> For Chief Officer, M. H. & A. D. Board, Mumbai

Copy forwarded to Executive Engineer Building Proposal Department (WS), M.C.G.M., R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400050You are requested to submit the report, payment made by the society of Rs. 6,03,49,658/- He is informed to deposit the said amount & not to grant any permission on said offer letter.

Copy to Licensed Surveyor: M/s. Ellora Project Consultants Pvt. Ltd., Room No. 317 to 321, Ninad CHS Ltd., Building No. 7, Kher Nagar, Service Road, Bandra (East), Mumbai - 400 051 for information.

Copy forwarded to information and necessary action in the matter to the: -

1. Deputy Chief Engineer -West / Mumbai Board for information please.

2. Executive Engineer, Housing Bandra Division / Mumbai Board

i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.

ii) He is directed to recover all the dues from the society concerned to

Estate Department & intimate the same to this office.

iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.

3. Chief Accounts Officer/ Mumbai Board

He is directed to recover the amount of offer letter on time & furnish certified copy of the payment receipt to this office.

4. Architect Layout Cell / Mumbai Board for information.

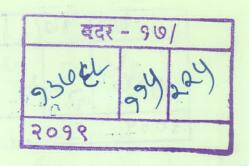
5. Copy to Sr. Clerk for MIS record.

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-Sd/-For Chief Officer, M. H. & A. D. Board. Mumbai

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0 9 MAY 2017

Annexure-I

The Proposed Redevelopment of existing Building No. K-3, K-4 & Office Building No. 5 Known as Neptune Co-Op. Housing Society Ltd., CTS No. 195(pt), S. No. 106-A, D.N. Nagar, Andheri (W), Mumbai – 400 053 under DCR 33(5) will be undertaken by the society as per following terms and conditions:-

TERMS AND CONDITIONS

- 1. All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
- 2. The society will rectify lease agreement from concern MHADA department for additional area allotted by the MHADA before asking for consent letter for Occupation Certificate of MCGM.
- 3. The society will have to obtain separate P. R. card as per the approved additional area by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of M.C.G.M.
- 4. This offer letter will not be misused for taking out any kind of permission from any departments.
- 5. The work of the proposed demolition & reconstruction of the new building will be undertaken by the society entirely at the risk and cost of the society and MHADA / MHADB will not be held responsible for any kind of damages or losses.
- 6. The society will undertake & entrust responsibility of the planning, designing approval from MCGM & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.

OW. SUB The society is responsible for obtaining all necessary permissions & concerned authorities (such as MOEF, MCZM, forest etc.) before starting of the work & MHADA is not responsible for MCGM / other authorities refuse to give permission for development of society's proposal)

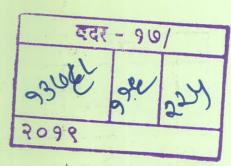
Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed of the building.

CO/MB/REE/NOC/F-204/655 /2017 is binding on the society.

10. Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.

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Page 6 of 7



- 11. No additional FSI will be utilized by the society other than permitted by the MHADA.
- 12. The work will be carried out within the land underneath and appurtenant as per approved sub-divisions, demarcation and plot area allotted by the concerned department of MHADA
- 13. Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADB will not be responsible in any manner.
- 14. The user of the proposed development/redevelopment will be as permitted by the MHADA.
- 15. The society will have to construct and maintain separate underground water tank, pump house and over-head tank to meet requirement of the proposed buildings and obtain separate water meter & water connection as per approvals of M.C.G.M.
- 16. The Society will construct compound wall along boundary line of the plot allotted by the Board and as per the demarcation given by the concerned Executive Engineer / M.B. and Land Manager / M.B.
- 17. Society will hand over the set-back free of to the MCGM at its own cost.
- 18. The society at its cost will undertake up-gradation of all existing infrastructure and also carry-out laying of new infrastructural services at its cost as suggested by MCGM, MHADA and any other concerned Authority.
- All the terms and conditions of the layout approval of the MCGM will be binding on the society.

(Draft approved by C.O./M.B.)

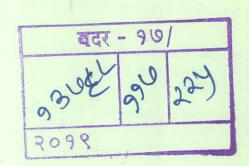
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For Chief Officer, M. H. & A. D. Board, Mumbai

Page 7 of 7







मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ (म्हाडाचा घटक) MUMBAI HOUSING AND AREA DEVELOPEMENT BOARD (A MHADA UNIT)

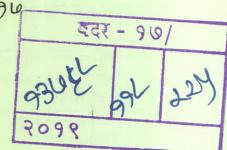


जा.क्र. नि.का.अ./मुं.मं./न.क्र. २०४/ १२४२ /२०१/७

दिनांक: 23/02/2096

स्धारित देकारपत्र

प्रति, सचिव, नेप्च्यून सह.गृ.नि.संस्था मर्या. इमारत क्र. के-३, के-४, व कार्यालयीन इमारत क्र. ५, न.भु.क्र. १९५ (पै) सर्वे क्र. १०६-अ, डि.एन. नगर, अंधेरी (प) म्बई - ४०००५३



न.भु.क. १९५ (पै) सर्वे क्र. १०६-अ, इमारत क्र. के-३, के-४, व कार्यालयीन इमारत क्र. ५, नेप्च्युन सह.गृ.नि.संस्था मर्या. डि.एन. नगर, अंधेरी (प) मुंबई ४०००५३ या इमारतीच्या पुनर्विकासाकरीता म्हाडाकडुन ना हरकत प्रमाणपत्र प्राप्त करण्यासाठी सादर झालेला प्रस्ताव.

देकारपत्र कार्यालयाचे केलेले या १. संस्थेस जारी २०४/६५५/२०१७ दि. ०९/०५/२०१७

२. संस्था व विकासक यांचे ११/०७/२०१७ दि. २१/०७/२०१७ रोजीचे पत्र.

महोदय.

उपरोक्त संदर्भ क्र. १ अन्वये मंडळाने अभिन्यासातील उर्वरित अतिरिक्त बांधकाम क्षेत्रफळ ६०००,०० चौ.मी. करीता सुधारित देकारपत्र जारी करण्यात आले. सदर देकारपत्रानूसार ६०००,०० चौ.मी. पैकी २७००.०० चौ.मी. च्या वितरणासाठी येणाऱ्या अधिमुल्याची रक्कम व निवासी वापर बदलाचे ३०१.६४ चौ.मी. साठी येणारी अधिमुल्याची रक्कम दि.०७/०८/२०१७ पर्यंत भरण्यास मुदत होती. तसेच उर्वरित ३३००.०० चौ.मी. करिता येणाऱ्या अधिमुल्याची रक्कम ३१ मार्च २०१८ पर्यंत भरण्यास मुदत होती.

संदर्भीय पत्र क्र. २ अन्वये, आपण नोंदणी महानिरिक्षक व मुद्रांक नियंत्रक, महाराष्ट्र राज्य विभागाचे दि. १९/०५/२०१७ व दि. १९/०६/२०१७ रोजीच्या आदेशानूसार उर्वरित बांधकाम क्षेत्रफळ २५००.०० चौ.मी. साठी येणाऱ्या अधिमुल्याची रक्कम व ३०१.६४ चौ.मी. च्या वापर बदलासाठी येणाऱ्या अधिमुल्याकरीता रेडी रेकनर सन २०१६-१७ प्रमाणे अधिमुल्याचा भरणा करण्यास परवानगी मिळण्याची विनंती केली होती.

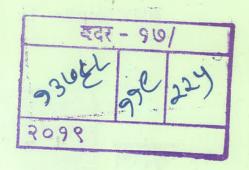
सदर दि. १९/०५/२०१७ रोजीच्या आदेशानूसार अगोद्दर एक महिन्याकरिता व नंतर तीन महिन्यापर्यंत रेडी रेकनर दर सन २०१७-१८ वर स्थगिती देण्यात आली.

गृहनिर्माण भवन, कलानगर,वांद्रे (पूर्व), मुंबई - ४०० ०५१ दूरध्वनी ६६४०५०००, २६५९२८७७, २६५९०६६०, ६६४०५३९८ फैंक्स नं. १०२२-२६५९९५४४ / २६५९२०५८

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 05 1/3 Phone: 66405000, 26592877, 26590660, 66405398

Fax No.: 022-26591544

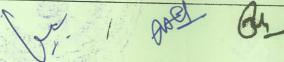


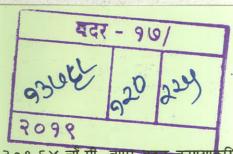


रक्कम व ३०१.६४ चौ.मी. च्या वापर बदलाच्या विरतणाकरीता सन २०१६-१७ च्या रेडी रेकनर दरानुसार अधिमुल्याची आकडेमोड खालीलप्रमाणे करण्यात येत आहे.

तक्ता

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٧.	अभिन्यासातील उर्वरित अतिरिक्त बांधकाम क्षेत्रफळ संस्थेस वितरित	240000
	करावयाचे क्षेत्र ६०००.०० चौ.मी. पैकी २५००.००	
	चौ.मी.(वाणिज्य)	
₹.	रेडीरेकनर २०१६-१७, १९५ (पै), सर्वे क्र. १०६-ए, मौजे-	ह.१,२५,२००,००
	अंधेरी दर रुपये रु. १,२५,२००/-	V. (, 77, 800.00
₹.	उर्वरित चटई क्षेत्राचे अधिम्ल्य	10.7
	उर्वरित दर अधिमुल्य	
	च.क्षे.नि.	
	वाणिज्य वापर दर रु. ७५,१२०/-	₹.१८,७८,००,०००,००
	क्षेत्र (६० %रेडीरेकनर) रु.१८,७८,००,०००.०० वाणिज्य वापर	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	चौ.मी. अल्प उत्पन्न गट)	
8.	वजा - सुधारीतवि.नि.नि. ३३(५)(२) अंतर्गत मु.मं.न.पा.कडे	7()2 2::::
	भरावयाची इन्फ्रास्ट्रक्चर शुल्क) (रु.१८,७८,००,०००४१२.५%)	₹.(-)२,३४,७५,०००.००
ч.	उर्वरित स्वकम रुपये (अ.क्र.३-४)	
ξ.	उर्वरित वापर बदल चटई क्षेत्राचे अधिमुल्य	₹. १६,४३,२५,०००
	उविरित दर अधिमुल्य च.क्षे.नि.	
		ह.७५,५३,०६५.६०
	आनवासी दर ह. ७५,५३,०६५.६० वापर क्षेत्र ह.२५,०४०/-	
а	३०१.६४ (२०% रेडी	
	रेकनर)	
9.	वजा - सुधारीतवि.नि.नि. ३३(५)(२) अंतर्गत मु.मं.न.पा.कडे	
	भरावयाची इन्फ्रास्ट्रक्चर श्ल्क (ह. ७५,५३,०६५,६० X १२,५%)	₹. (-)९,४४,१३३,२०
٤.	उर्वरित रक्कम रुपये (अ.क्र.५+६-७)	5. 86,08,33,832,80
9.	छाननी शुल्क रु. १२,००० /- प्रती २ इमारती	8.28,000.00
१0.	सुधारित अभिन्यास मुंजरी शल्क रु. १००० /- प्रती गाळा X ८० गाळे	₹. ४०,०००,००
ON	#16000 पूर्वी भरणा केलेले रू. ४००००/- (रू.५००४८० गाळे)	V. 63,
A STATE	डुब्रीज रिमुन्देल श्रोत्क रु. ६६०० /-	भरणा केला आहे.
9 (Sta	पाणी वापर शुल्क (के.१,००,०००/-)	भरणा केला आहे.
(\$3.	म म ठराव क्रमांक अ ५४/२८१३ दि. २३/०४/२०१० अन्वये	
(*	पायाभूत सुविधार (क्काबी रक्कम (प्रति चौ.मी. रुपये १०७६.४०	₹. २६,९१,०००,००
The Contract of	म्हणां च रुपयो १ % प्रति चौ.फूट)	
ST S	अर्थ प्रति चौ.मी.=	
SARA	पक्षण महाङामे परणा करावयाचे रक्कम रुपये महाराष्ट्रिका शर्म	₹. 90,34,86,932.80
	रवना दुनानगरण्य आ	₹. १७,३६,७८,१३३.००
84.	एकूण मनपास भरणा करावयाची रक्कम रुपये	₹. २, ४४, १९, १३३. २०
6.1	(अ.ज्ञ.०४+०७) रक्कम पुणाँकामध्ये 'ब'	र. २,४४,११,१३४.००
1		





अतिरिक्त बांधकाम क्षेत्रफळ २५००.०० चौ.मी. व ३०१.६४ चो.मी. वापर बवल करण्याकरिता अधिमूल्यामोटी व इतर अनुषंगिक शुल्क इत्यादी मिळून उपरोक्त 'अ' नूसार एकूण क. १७,३६,८८,९३३/- इतके महाडास व 'ब' नूसार रु. २/४४,१९,१३४/- इतकी स्वकम ऑफसाईट इन्फ्रास्ट्रक्चरकरीता म.न.पा. ला ३० दिवसाच्या कालावधीत भरणा करावी लागेल तद्नंतरच ना हरकत प्रमाणपत्राची कार्यवाही करण्यात येईल.

सध्या आकारण्यात आलेल्या शिघ्र-सिध्द गणकाच्या दरामध्ये काही सुधारणा झाल्यास अशा सुधारित दराने अधिमुल्य आपल्याकडून वसूल करण्यात येईल. या अटीच्या अधिन राहून व त्या अनुषंगाने आपण दि. १२/०७/२०१७ रोजी दिल्ठेल्या हमीपत्राच्या अधिन राहून हे पत्र देण्यात येत आहे.

(मा. मुख्य अधिकारी / मुंबई मंडळ यांचे मान्यतेने)

आपला विश्वास्,

-सही/-निवासी कार्यकारी अभियंता, मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ

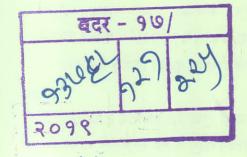
प्रतः र) मे. एलोरा प्रोजेक्ट कन्सल्टंट प्रा.लि., खोली क्र. ३१७ ते ३२१, निनाद सह.गृ.नि.संस्था मर्या. इमारत क्र. ७, खेर नगर, सर्विस रोड, वांद्रे (पूर्व) मुंबई - ५१ यांना माहितीस्तव सादर.

२) मुख्य लेखाधिकारी / मुंबई मंडळ यांना मा. उपाध्यक्ष / प्रा. यांच्या मंजूरीनुसार रक्कम भरुन घेण्याकरीता व सदर रकमेचा भरणा केल्यानंतर या कार्यालयास कळविण्याबाबत.

आपला विश्वास्,

निवासी कार्यकारी अभियंता, मंबई गृहनिर्माण व क्षेत्रविकास मंडळ







मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ (म्हाडाचा घटक)

MUMBAI HOUSING AND AREA DEVELOPMENT BOARD (A MHADA UNIT)



NO.CO/MB/REE /NOC/F- 204/ 145 / /2017

Date: 0 9 OCT 2017

To,

Executive Engineer

Building Proposal Department (WS), M.C.G.M., R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400 050.

बदर - १७/ 2 2098

Proposed Redevelopment of existing Building No.K-3, K-4 & Office Building No. 5 Known as Neptune Co-Op. Housing Society Ltd., CTS No.195 (pt), S. No.106-A, D.N. Nagar, Andheri (W), Mumbai - 400 053.

Ref:-

- 1 NOC vide no. CO/MB/Arch/NOC/F-204/99/2012 dated 19/01/2012.
- 2 NOC vide no.CO/MB/REE/NOC/F-204/838/2015 dated 10/07/2015.
- 3 Offer letter vide no. CO/MB/ REE /NOC/F-204/550/2016 dated 31/03/2016.
- CO/MB/REE/NOC/Fvide no. 4 Revised Offer letter 204/169/2016dated 04/02/2017
- 5 Revised Offer letter vide no. CO/MB/REE/NOC/F-204/655/ 2017 dated 09/05/2017
- 6 Revised Offer letter vide no. CO/MB/REE/NOC/F-204/1242/ 2017 dated 23/08/2017
- 7 Society's letter dt. 06/09/2017.

The applicant has complied with all requisites for obtaining No Objection Certificate (NOC) for the additional BUA 2500.00 m2 in the redevelopment of their building under subject. There is no objection of this office to undertake the construction as per the proposal of the said society under certain terms and conditions.

Allotment of additional BUA approved previously and now allotted is as under:

i) Allotment of Existing Buildable area of 3078.79m2(for 2311.36 m2 Residential Use + Commercial Use 367.84 m2 + Office Building for 5 is 399.59) + Additional BUA of 2486.63m2 (for 199.80 m2 Residential Use + Commercial Use 1887.25m2+ Office Building for 5 is 399.58) i.e. total BUA is 5565.42 m2 allotted vide previous NOC dated 19/01/2012.

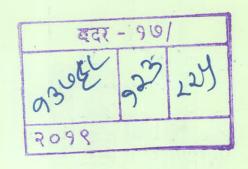
Page 1 of 8

गृहनिर्माण भवन, कलानगर, वांद्रे (पूर्व), मुंबई - ४०० ०५१. दूरध्वनी ६६४०५०००/२६५९२८७७ / २६५९२८८१ फॅक्स नं. : ०२२-२६५९२०५८

RAPY



Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.



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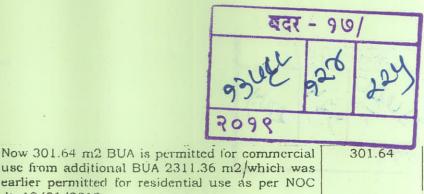
- ii) Allotment of additional Prorata BUA of 3240.00 m2 (for Commercial use) allotted vide previous NOC dated 10/07/2015.
- iii) Allotment of additional BUA of 2500.00 m2 (Out of 6000.00 m2 from balance layout F.S.I. due to part payment) (for Commercial use) + 301.64 m2 BUA is permitted for commercial use from additional BUA 2311.36 m2 which was earlier permitted for residential use as per NOC dt. 19/01/2012, i.e. 11,485.42 m2 for this NOC.

The NOC is granted as per policy laid down by the MHADA vide MHADA Resolution Nos. 6260 Dt.04/06/2007, A. R. No. 6397 dated 5/05/2009 & A. R. No. 6422 dated 07.08.2009, A.R. No. 6615 dated 06/08/2013, circular dated 16/06/2011 & 21/12/2011 subject to following conditions. The other additional terms and conditions as per Annexure-I shall also apply & are appended separately.

- The work of redevelopment should be carried out as per plans submitted to this office along with detailed proposal, as per prior approval of M.C.G.M.
- Necessary Approvals to the plans from M.C.G.M. should be obtained before starting of work
- 3 The work should be carried out under the supervision of the Competent Registered Architect and Licensed Structural Engineer.
- The work should be carried out entirely at applicant's own risk and cost and MHADA Board will not be responsible for any mishap or irregularity at any time.

5 The built up area permitted as per statement below.

Sr. No.	Built up Area	T
1.	Area as per demarcation by EE/Bandra Div.	In m2
2.	FSI permissible	2226.17
THE RESIDENCE AND ADDRESS OF THE PARTY OF TH		2.50
3.	BUA allotted Previously	5565.42
4.	Total Built up Area permitted vide previous NOC dt. 19/01/2012 (2226.17 x 2.5 FSI) i. Existing Built up area 3078.79 m2 (Residential 2311.36 m2 + Commercial 367.84 m2 Office Building No.5, 399.59 m2) ii. Additional Built up Area 2486.63 m2 (Residential 199.80 m2 + Commercial 1887.25 m2 +	5565.42
20	Office Building No.5, 399.58 m2)	
	Additional Built up Area 3240.00 for Commercial Use permitted vide previous NOC dt. 10/07/2015	3240.00
(A *)	Now additional BUA 2500.00 m2 (Out of 6000.00 m2) to be allotted by MHADA vide this NOC (for Commercial use) from balance layout F.S.I.	. 2500.00
14 / X / X		



earlier permitted for residential use as per NOC dt. 19/01/2012.

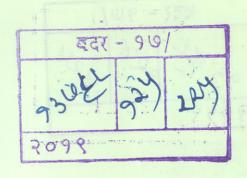
- 6 No additional F.S.I. should be utilize other than mentioned above and carpet area for existing members / tenements should be retained as per Govt. G.R. शासन निर्णय क्र.बेंठक ११०९/प्र.क. ३६/गृनिभ. मंत्रालय dated 26/08/2009.
- 7 The work should be carried out within the land underneath & appurtenant to the society / society's building or plot leased by the Board / as per approved subdivision.
- Responsibility of any damage or loss of adjoining properties if any will vest entirely with the society and M.H.& A. D. Board will not be responsible in any manner.
- 9 The user of this construction under this NOC should be restricted to **Bonafied purpose** only. Separate permission for other user will have to be obtained.
- 10 Barbed wire fencing/ chain link Compound wall along boundary line is permitted after getting demarcation fixed from the Executive Engineer Bandra Division, Mumbai Board
- The Society shall have to construct and maintain separate underground water tank, pump house and overhead water tank to meet requirement of the proposed and existing development and obtain separate water meter & water connection.
- The society shall have to obtain approval for amended plans as and when amended else the NOC for Occupation Certificate from M.C.G.M. will not be granted.
- One set of plan along with letter should be forwarded to the office of Resident Executive Engineer / Mumbai Board as token of your approval.
- 14 The Chief Officer / Mumbai Board reserves the right to cancel NOC without giving any notice.
- 15 All the terms and conditions mentioned in earlier Offer letters, NOC letters & the accompanying list (Annexure-I) appended to this letter will be applicable to the society.
- The redevelopment proposal should be prepared adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in MCGM.
- The plans of the proposed building shall be submitted to MCGM within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled.

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Page 3 of 8





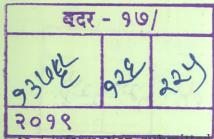


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- 18 The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme by every month till completion of scheme to the Executive Engineer / Bandra Divn. / M.B. under intimation to this office.
- 19 If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.
- The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.
- 21 The road widening that may be proposed in the revised layout will be binding on the society & the society should handover the affected area of road widening to the MCGM at their own cost.
- As per A.R. 6615 dt. 06/08/2013, if MCGM denies to approve the additional BUA allotted by MHADA or suggest amendment in large quantity then Hon. V.P./A reserve the right to cancel, withdraw or any corrections.
- 23 It is binding to the Society and MCGM to strictly follow the Govt. G.R. शासन निर्णय क्र.बेटक ११०९/प्र.क्र.३६/गृनिभ. मंत्रालय dated 26/08/2009.
- 24 All terms & conditions of lease deed and sale deed are binding on the society.
- After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap / collapse occur, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap / collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.
- a) The proposal of issue of NOC for obtaining occupation Certificate from MCGM to the newly constructed building will have to be submitted alongwith the following documents / information.
- b) Copy of approved plan along-with copy of IOD & C.C. from MCGM. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan along-with carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area and proposed allotted area.
- c) The concerned Architect & NOC Holder / Developer should give certificate that the newly constructed building is in accordance with the plans approved by MCGM & the tenements constructed for rehabilitation of the occupiers of building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.

Photographs of the newly constructed building taken from various angles.

Page 4 of 8



If it is subsequently found that the documents / information submitted with your application for NOC are incorrect or forged, miss-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences / losses, if any thereof if arises in future.

- Necessary trial pits / trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. Consultant / Structural Engineer, registered with MCGM.
- On approval to revised layout plan by MCGM, all terms & conditions laid down therein shall be binding on the society.
- 30 By this letter you are requested not to issue Occupation Certificate unless consent letter duly signed by Chief Officer / Mumbai Board is obtained and submitted to your Department by the applicant.
- The area allotted from balance layout F.S.I. i.e. 2500.00 sq.mt. (Commercial Use) + 301.67 m2 for Residential use to Commercial Use. It will be sole responsibility of the society to get approval for the same, from MCGM.
- 32 All the dues should be cleared by Society before issue of Occupation Certificate including offsite infrastructure charges.

It is, therefore, directed that the proposed work should be carried out strictly adhering to the terms and conditions as mentioned above. In case of any breach to above condition & other terms and conditions annexed herewith, the NOC will stand cancelled.

Encl.: Annexure-I (Draft approved by C.O./M.B.)

> For Chief Officer, M. H. & A. D. Board, Mumbai

Copy to Applicant: Secretary, Building No. K-3, K-4 & Office Building No. 5 Known as Neptune Co-Op. Housing Society Ltd., CTS No.195 (pt), S. No.106-A, D.N. Nagar, Andheri (W), Mumbai – 400 053.

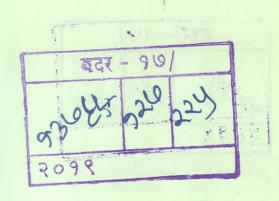
Copy to Licensed Surveyor: M/s. Ellora Project Consultants Pvt. Ltd., Room No. 317 to 321, Ninad CHS Ltd., Building No. 7, Kher Nagar, Service Road, Bandra(East), Mumbai – 400 051 for information.

Page 5 of 8

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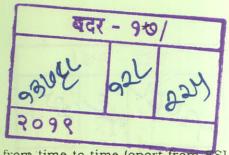
ANNEXURE -I (Conditions made applicable to NOC granted vide No. CO /MB/REE/NOC/F-204/145) /2017 Date: 19 OCT 2007

TERMS AND CONDITIONS

The additional build able area is granted as per policy laid down by MHADA vicd NOC mentioned above as per resolution no.5998 dated:09/01/2004 and amended A.R.No.6041, dt.29/7/2004, A. R. No. 6260 Dt. 04/06/2007, A. R. 6349 dated 25/11/2003, A. R. No. 6383 dated 24/02/2009, A. R. No. 6397 dated 5/05/2009 & A.R. No. 6422 dated 07.08.2009 are subject to following terms and conditions.

- All the terms and conditions mentioned in the Layout which was processed to M.C.G.M shall be applicable to the society.
- 2. The set of plans approved by M.C.G.M. duly certified by the Architect should be submitted to this office before commencement of work.
- 3. The society will have to construct and maintain separate tank if necessary with approval of M.C.G.M.
- 4. The society will have to enter into a separate Lease Agreement of Society & will have to get the rectification deed done through concerned Estate Manager & Legal Department of the Board for additional area granted before asking for Occupation Certificate from M.C.G.M.
- 5. The society will have to submit stability of the existing structure / proposed work through Registered Licensed Structural Engineer by M.C.G.M.
- 6. The society will have to obtain separate P. R. card as per the approved sub division / plot leased out by the board duly signed by S. L. R. before asking for Occupation Permission from M.C.G.M.
- 7. The society will have to obtain approval for amended plans as and when the Society amends the plans.
- 8. The Society will have to hand over the setback area free of cost to MCGM & proof of the same will have to be submitted to this office. The society will have to inform about form encroachment to M.C.G.M. at their own cost and M.H.A.D. Doard shall not be held responsible.
- 9. The pro-rata charges towards construction of D. P. as implemented by MCGM will be paid from the premium received from the society for the purchase of additional BUA for which receipts shall be submitted by the society from MCGM in favor of Chief Accounts Officer / MHAD Board.
- Before issuing the NOC for Occupation Tanker Water or Extra Water charges payment clearance should be produced by the Society.
- 11. The redevelopment Proposal should be approved adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in MCGM.

Page 7 of 8



- 12. The charges as may be levied by MCGM, from time to time (apart from rSI charges), for e.g. Pro-rata charges for Roads, shall be paid by the society to MCGM directly, on demand from MCGM.
- 13. The society shall indemnify MHADA against any legal action regarding payment of stamp duty for a) Transfer of built tenements to beneficiaries and b) Purchase of balance FSI /T. D. R. etc. as may be required under provisions of Stamp Duty Act.
- 14. It is therefore, directed that the proposed work should be carried out strictly adhering to the terms and conditions mentioned as above. In case of any breach to above condition the NOC will stand cancelled.
- 15. MCGM has incurred expenditure for onsite infrastructure prior to modification in DCR 33 (5) and after modification in DCR 33 (5). The Prorata premium shall be payable by the society as and when competent authority communicates to you.

(Draft approved by C.O./M.B.)

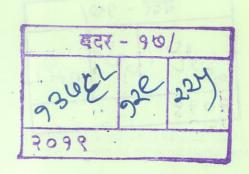
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For Chief Officer, M. H. & A. D. Board, Mumbai

Page 8 of 8





Copy forwarded to information and necessary action in the matter to the: -

1. Deputy Chief Engineer -West / Mumbai Board for information please.

2. Executive Engineer. Housing Bandra Division / Mumbai Board

 He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.

ii) He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.

iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.

3. Architect Layout Cell / Mumbai Board for information.

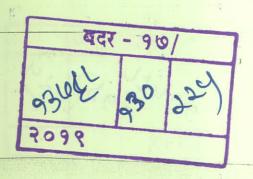
4. Copy to Sr. Clerk for MIS record.

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AND

For Chief Officer, M. H. & A. D. Board, Mumbai



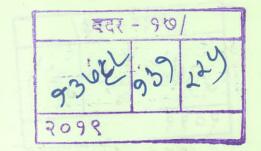


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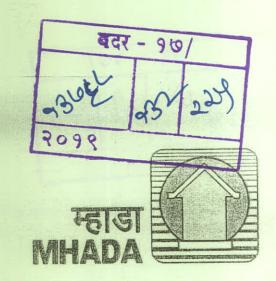






मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ म्हाडाचा घटक)

MUMBAI HOUSING AND AREA DEVELOPMENT BOARD (A MHADA UNIT)



NO.CO/MB/ARCH/NOC/F-204/ 99 / 2012 19/01/2012

To, The Executive Engineer, Building Proposal Department (WS), MCGM, R. K. Patkar Marg, Bhabha Hospital Building, Bandra (W), Mumbai-400 050..

Subject:

Reference: 1

N.O.C. for proposed Redevelopment of Building, K-3, K-4 & OB- 5 No., known as NEPTUNE. Co-op. Hsg. Soc. Ltd. on CTS No. 195 (pt.), Mauje Andheri at D.N. Nagar, Andheri (W), Mumbai-400049.

Mumbai Board Resolution No. 250 / 2742 Dated 31.12.2009

This office offer letter NO.CO/MB/ARCH /NOC /204/1786/ 2010 dated 20.3.2010

M/s Ellora Project Consultants letter dated .23.3.11

The applicant has complied with all requisites for obtaining No Objection Certificate (NOC) for redevelopment of their building under subject. There is no objection of this office to his undertaking construction as per the proposal of the said society under certain terms and conditions, on the Plot admeasuring about 2226.17 m2 as per Executive Engineer / Bandra Division's Demarcation (i.e. 862.01m2 of Bldg.No.K-3 as per Lease deed + 895.48 m2 Bldg.No.K-4 +. 69.09 m2 additional land + Office Bldg 399.59m2). The NOC is granted as per policy laid down by the MHADA vide MHADA Resolution Nos. 6260 Dt. 04/06/2007, A. R. No. 6397 dated 5/05/2009 & A. R. No. 6422 dated 07.08.2009 subject to following conditions. The other additional terms and conditions as per Annexure-I shall also apply & are appended separately.

The work of redevelopment should be carried out as per plans submitted to this office along with detailed proposal, as per prior approval of M.C.G.

Necessary Approvals to the plans from M.C.G.M should be obtained 2 starting of work.

The work should be carried out under the supervision of the Competent Registered 3 Architect and Licensed Structural Engineer.

The work should be carried out entirely at applicant's own crisk and ost and MHAD Board will not be responsible for any mishap or in regularity at land.

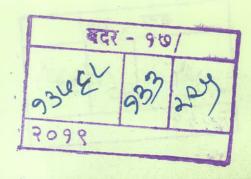
Griha Niman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.

गृहनिर्माण भवन, कलानगर, वान्द्रे (पूर्व), मुंबई - ४०० ०५१. दुरध्वनी ६६४०५०००, २६५९२८७७, २६५९२६२२ फॅक्स नं. : ०२२-२६५९२०५८ / २६५९०६६० पत्रपेटी क्र. ८१३५

Phone: 66405000, 26592877, 26592622

Fax No.: 022-26592058 / 26590660 Post Box No. 8135

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a) The built up area permitted as per statement below.

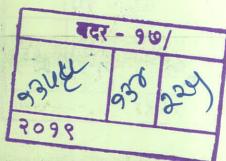
	Sr. No.	Built-up Area	Area in Sq. mtr.
5 0 + 1 1	1.	Plot area consider for FSI as per Lease Deed 1) Total plot area as per Lease deed	2226.17
		of K/3 = 862.01 2) Total plot area as per Lease deed of K/4 = 895.48 3)Office Bldg. no 5 = 399.59 4)Tit-bit plot = 69.09	
	2.	FSI permissible	2.5
	3.	Total Built Up Area permissible	5565.42
	4	Existing Built Up Area Bldg.No.K/3,K/4 Res. 2679.20m2 2311.36 m2 Residential 367.84 m2 Commercial Office Bldg.No.5= 399.59m2 (Residential)	3078.79
	5	(Sr.No.3-4) Balance BUA	2486.63
	6	Additional Built Up Area allotted by MHADA	2486.63
		now through this NOC Commercial 1887.25m2 Residential 199.80 m2 O. B. No.5- Commercial 399.58m2	
	, 7	Total Built Up Area permitted Residential- 2910.75m2 Commercial- 2654.67m2	5565.42
*	8	Existing No. 71 of tenements Of K-3,K-4 &	71T/s Res.&
		O.B5 permitted with carpet area upto 45.00 m2 including balcony + Existing 8 Shops and 3 Office	3 Offices & 8 Shops
	9	Additional No. of Shops permitted vide this	70 Shops
SUB-REG	o TRACE SA	Total Nos. of T/s permitted	71T/s Res.& 3 Offices & 78 Shops

No account onal F.S.I. should be utilized other than mentioned above.

The wark should be carried out within the land or plot leased by the Board / as per approved subdivision.

SUBURBAN DIRESPONSIBILITY of any damage or loss of adjoining properties if any will vest entirely the applicant and M.H.& A. D. Board will not be responsible in any manner.

The user of this construction should be restricted to RESIDENTIAL + 9 COMMERCIAL purpose only. Separate permission for other use will have to be obtained.



- Barbed wire fencing/ chain link Compound wall along boundary line is permitted after getting demarcation fixed from the Executive Engineer Bandra Division Mumbai board and Asst. Land Manager/Borivali/Andheri /Kurla Mumbai Board.
- The Society shall have to construct and maintain separate under ground water tank, pump house and overhead water tank to meet requirement of the proposed and existing development and obtain separate water meter & water connection.
- 12 The society shall have to obtain approval for amended plans as and when amended else the NOC for Occupation Certificate from M.C.G.M. will not be granted.
- One set of plan along with letter should be forwarded to the office of Sr. Architect/MB as token of your approval.
- 14 The Chief Officer / Mumbai Board reserves the right to cancel NOC without giving any notice.
- All the terms and conditions mentioned in the accompanying list (Annexure-I) appended to this letter will be applicable to the society.
- 16 The redevelopment proposal should be prepared adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in MCGM.
- Before obtaining Occupation Certificate from M.C.G.M. a prior consent letter duly signed by Chief Officer / Mumbai Board should be obtained.
- 18 All the dues should be cleared by Society before issue of Occupation Certificate.
- 19 All the terms & conditions, which are mentioned in earlier NOC, are binding on the applicant society.
- 20 The plans of the proposed building shall be submitted to MCGM within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled.
- The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme by every month till completion of scheme to the Executive Engineer / Bandra Divn. / M.B. under intimation to this office.
- 22 If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right it reserved to cancel the NOC by this office.

The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time liquid may be granted depending on the merits of the case and on payment of an extension of the case and be decided by the office from time to time.

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possession to the existing tenants & prospective buyers, wherever possible. Society for rehab building of tenants as well as for free sale component after giving purpose of free sale, taking into account the plot area of the captioned property shall be constructed. The NOC holder has to form the independent Co.Op. Hsg. As far as possible separate building for rehabilitation of existing tenants & for the 28 from R.C.C. Consultant / Structural Engineer, registered with MCGM. into account the aspect of Mumbai Seismic Zone and same should be got approved accordingly. R.C.C. design of the new proposed building shall be prepared taking ascertain the bearing capacity of the soil and foundation shall be designed Mecessary trial pits / trial bores shall be taken at the captioned property to 27 any thereof if arises in future. cancelled and NOC holder will be held responsible for the consequences / losses, if application for NOC are incorrect or forged, mis-leading then this NOC will be If it is subsequently found that the documents / information submitted with your 97 Photographs of the newly constructed building taken from various angles. (0 the areas and amenities as prescribed in the agreement executed with the the tenements constructed for rehabilitation of the occupiers of building are as per newly constructed building is in accordance with the plans approved by MCGM & The concerned Architect & NOC Holder / Developer should give certificate that the (q statement i.e. Name of occupant, Room No., existing area and proposed allotted should be clearly shown in the plan along-with carpet area to be given. Matching Copy of approved plan along-with copy of IOD & C.C. from MCCom 4 for mame of the occupiers against concerned tenements proposed to be allotted in any oppilating The frame of (8 documents / information. The proposal of issue of NOC for obtaining occupation Certificate from MCGM to the newly constructed building will have to be submitted along with the following 97 Architect and R.C.C. Consultant. an unsixted is precautionary measures shall be taken to avoid mishap / collapse and the west of responsibility of the same will lie with NOC holder. However all the necessary course of redevelopment work if any mishap / collapse occur, the entire After issue of NOC, during course of demolition of old buildings & during 24

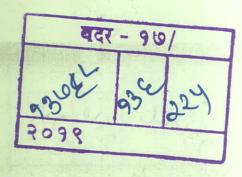
only after the work of rehab buildings is started. sale, then the Commencement Certificate for free sale buildings shall be issued If, the NOC holder proposes to construct separate buildings for rehab and free

obtaining Consent for Occupation certificate. Office Bldg, No.5 shall be amalgamated with Neptune Co.Op. Hsg. Soc. Ltd before 30

above condition & other terms and conditions annexed herewith, the NOC will stand adhering to the terms and conditions as mentioned above. In case of any breach to It is, therefore, directed that the proposed work should be carried out strictly

cancelled.

- 96 205 098



Now, MHADA is considering the proposal for amendment of the layout for 2.5 Further 2.5 FSI is granted to the applicant on the notionally sub-divided area, hence the proposal should be considered for 2.5 FSI and all the directives given in the Govt. Resolution of U.D.D. vide No. TPB /4308 /74 /C.NO.11 /2008 /UD-11, dated 6/12/2008 shall be applicable to the applicant.

(Draft Copy Approved by CO/M.B.)

for Chief Officer, M. H. & A. D. Board, Mumbai - 51.

Copy to The Secretary, NEPTUNE Co-op Hsg. Soc. CTS No. 195 (pt.), Mauje Andheri at D.N. Nagar, Andheri Ltd. (W), Mumbai-400 049.

Copy to Architect M/s Ellora Project Consultant, Riddhi Siddhi Complex, 1st Floor, Kamraj Nagar, Near Municipal School, Goregaon (W), Mumbai-400 062., for information.

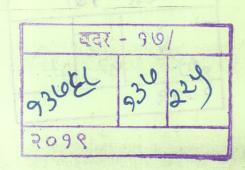
Forwarded to information and necessary action in the matter to the: -

- 1. Executive Engineer, Housing Bandra / Maintenance / Division. / M.B.

- Estate Manager/II/ M. B.
 Chief Accounts Officer/M.B.
 Asst. Land Manager / (Andheri) M.B.
- 5. Secretary /M.B.
- 6. For MIS Record Shri Teli, Shri Baniya, Shri Jadhav

BAR





ANNEXURE -I

(Conditions made applicable to NOC granted vide No. CO /MB /Arch /NOC /F- 204/ /2012. Dated:_____)

TERMS AND CONDITIONS

The additional build able area is granted as per policy laid down by MHADA vied NOC mentioned above as per resolution no.5998 dated:09/01/2004 and amended A.R.No.6041, dt.29/7/2004, A.R.No. 6260 Dt. 04/06/2007, A. R: 6349 dated 25/11/2008, A. R. No. 6383 dated 24/02/2009, A. R. No. 6397 dated 5/05/2009 & A.R. No. 6422 dated 07.08.2009 are subject to following terms and conditions.

- 1. All the terms and conditions mentioned in the Layout which was processed to M.C.G.M shall be applicable to the society.
- 2. The set of plans approved by M.C.G.M. duly certified by the Architect should be submitted to this office before commencement of work.
- 3. The society will have to construct and maintain separate tank if necessary with approval of M.C.G.M
- 4. The society will have to enter into a separate Lease Agreement of Society & will have to get the rectification deed done through concerned Estate Manager & Legal Department of the Board for additional area granted before asking for Occupation Certificate form M.C.G.M.
- 5. The society will have to submit stability of the existing structure / proposed work through Registered Licensed Structural Engineer by M.C.G.M.
- 6. The society will have to obtain separate P. R. card as per the approved sub division / plot leased out by the board duly signed by S. L. R. before asking for Occupation Permission from M.C.G.M.
- 7. The society will have to obtain approval for amended plans as and when the Society amends the plans.

The society should submit undertaking on Rs. 250/- Stamp paper for not having any objection if the newly developable plots are either developed by the poard or by the allotted of the Board in D.N. NAGAR, Andheri (W) layout.

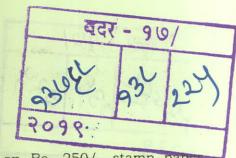
The Society will have to hand over the set back area free of cost to MCGM & proof of the same will have to be submitted to this office. The society will have to inform about form encroachment to M.C.G.M. at their own cost and M.H.A.D. Board shall not be held responsible.

will be paid from the premium received from the society for the purchase of additional BUA for which receipts shall be submitted by the society from MCGM in favour of Chief Accounts Officer / MHAD Board.

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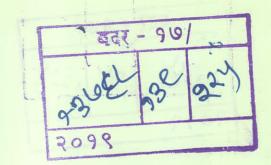
- 11. The Society will have to submit Undertaking on Rs. 250/- stamp paper agreeing to pay the difference in premium if any as and when MHADA reviews the policy for allotment of F.S.I. / T.D.R. (Form V).
- 12. Before issuing the NOC for Occupation Tanker Water or Extra Water charges payment clearance should be produced by the Society.
- 13. The redevelopment Proposal should be approved adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in MCGM.
- 14. The charges as may be levied by MCGM, from time to time (apart from FSI charges), for e.g. Pro-rata charges for Roads, shall be paid by the society to MCGM directly, on demand from MCGM.
- 15. The society shall indemnify MHADA against any legal action regarding payment of stamp duty for a) Transfer of built tenements to beneficiaries and b) Purchase of balance FSI /T. D. R. etc. as may be required under provisions of Stamp Duty Act.
- 16. It is therefore, directed that the proposed work should be carried out strictly adhering to the terms and conditions mentioned as above. In case of any breach to above condition the NOC will stand cancelled.
- 17. This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)
- 18. MCGM has incurred expenditure for on site infrastructure prior to modification in DCR 33 (5) and after modification in DCR 33 (5). The Pro-rata premium shall be payable by the society as and when competent authority communicates to you. A notarized Undertaking incorporating the above shall be submitted by the society before final NOC.
- 19. The Pro-rata premium for approval of revised layout under DCR 33 (5) with 2.5 FSI shall also be payable by society as and when communicated to the society.

(Draft Copy Approved by CO/M.B.)

for Chief Officer, M. H. & A. D. Board, Mumbai

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BMPP-3536-2005-15,000 Forms. (4 Pages F/B)

This I.O.D./C.C. is assued subject the provision of Urban Land salling and Regulation Act. 1976

Form 88

in replying please quote No. H and K - Wards and date of this letter.

cz. Enging er Bidg. Prop Hunicipal Office. R. K. Patter Ma Sandra (West), humbai-400 050

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

No. E.B./CE/

CE/9041/WS/AK

of 200

12 APR 2007.

Municipal Office.

MEMORANDUM

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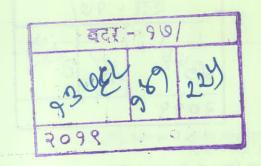
Mumbaj: Owner: M/s. Vaidehi Akash Housing Pvt. Ltd., C.A. to owner

With reference to your Notice, letter No. 337 dated 0313) 2007 and delivered on and the plans. Sections Specifications and Description and further particulars and Proposed Redevelopment of existing bldg. No. K3,K4200 or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:-

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

- 1. That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work
- 2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the work.
- 3. That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc and will not be levelled. rolled and consolidated and sloped towards road side, before starting the work
- 4. That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix) will not be submitted by him.
- 5. That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.

6. That the regular / sanctioned / proposed lines and reservations, C.R.Z. marking will not be got demarcated at site through A.E.[Survey] / E.E. [T&C] / E.E.[D.P.] / D.H. R. before applying for C.C.



- () That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street
- () That the dramage work generally is not intended to be executed in accordance with the Municipal equirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirenents, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of April 2008, but not so as to contravance any of the provision of the said Act, is amended as aforesaid or any rule, regulations or bye-iaw made under that Act at the time In force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals, Zone, K. West Wards.

SPECIAL INSTRUCTIONS

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY
- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioneer for Greater Mumbai has empowred the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
 - (3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :--

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be--

- "(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be-laid in such street"
- "(b) Not less than 2 feet (60 cms) above every portion of the ground within 5 feet (160 cms.)- of surface.
 - "(c) Not less than 92 ft. () meters above Town Hall Datum."
- (4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Compussioner within free days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrescreetive of the fact that the valuation of the premises will be hable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.
- (5) Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your permises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.
- 347 (1) (an) of the Bombar Municipal Corporation Act.
 - (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
- (8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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



No. EB/CE/9041 W/ AKBS

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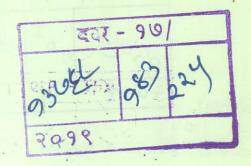
PZ APR 2007 NOTES

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

(19) No work should be started unless the existing structures proposed to be demolished are demolished.

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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an inimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
 - (i) Specific plans in respect of eviciting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 361 A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hightly serving the purpose of a lock and the warning pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter, the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upperends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
 - No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
 - (a) Louvies should be proy ded as required by Bye-law No. 5 (b).
 - (b) Lintels or Arches should be provided over Door and Window opening.
 - (c) The drains should be laid as require under Section 234-1 (a).
 - (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed aditional is intended to be carried out on old foundations and structures, you will do so at your own risk.

COPY TO A CHITECT OWNER

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Ex: Engineer Bidg. Proposal [W.L.]

H and K - Wards

Nunicipal Office R. R. Patter Mary, Rendra (Wests, Fumbel 408-858

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7. That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.

8. That the NOC from MMRDA for M.R.T.S. shall not be submitted.

9. That the agreement with the existing tenant along with the list will not be submitted before C.C.

10. That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.

- 11. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 12. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 13. That the requirements of N.O.C. of (i) Reliance Energy, [ii] S.G.Viii) P.C.O., Viv) A.A. & C. K/West, Viv) S.P. [vi] S.W.D., [vii]M.T.N.L., Viii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 14. That the C.F.O. N.O.C. shall not be submitted.
- 15. That the RUT for contravening toilets informing the same for prospective buyers shall not be submitted.
- 16. That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.

17. That the extra water and sewerage charges will not be paid to A.E.W.W. K/W Ward before C.C.

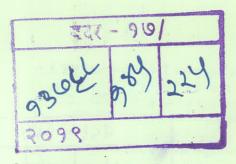
- 18. That the true copy of the sanctioned layout/sub-division/amalgamation approved under the terms and conditions thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- 19. That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 20. That the registered undertaking in prescribed proforms agreeing to demotish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 21. That the N.O.C. from Society alongwith certified extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
- 22. That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 23. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.

24. That the Phase programme will not be got approved before asking for C.C.

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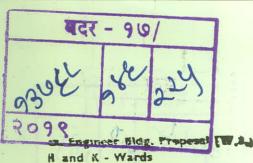


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12 APR 2007

Ex. Engineer Sidg. Proposal [

- 25. That the Janata Insurance Policy or policy to cover the compensation elimination and the compensation of the compensation Municipal Office, R. K. Patter Mai Beverley during the constitution Worker be taken out before starting the work and also will not
- 26. That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 27. That the soil investigation will not be done and report thereof will not be submitted with structural
- 28. That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to
- 29. That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable LS. Codes.
- 30. That all the cantilevers [projections] shall not be designed for five times the load as per LS. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 31. That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated
- 32. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal
- 33. That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 34. That the registered undertaking for not misusing the part / pocket terraces / A.H.Us. and area
- 35. That the registered undertaking for water proofing of terrace and Nani traps shall not be
- 36 That the Indemnity Bond for compliance of LO.D. conditions shall not be submitted.
- 37. That the owner developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.
 - 8. That the design for Rain Water Harvesting System from Consultant shall not be submitted.
 - That the vices piling along with diaphragm wall shall not be constructed taking all the precautionary measures under the strict supervision of registered Structural Engineer before actual work of basement is taken in hand.
- 40. That the R.U.T. from society & Developer for demolition of existing Bldg, and no complaint for the same or claim any damages from Corporation shall not be submitted



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Municipal Office, R. E. Patker He

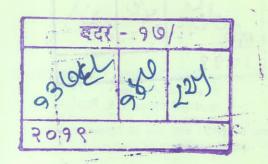
- 41. That the necessary remarks for training of naffa/construction of SWD will not be obtained from Dy. Ch.Eng. (SWD) City and Central Cell before plinth C.C. and compliance of said remarks will not be invisted before granting full C.C. for the building
- 42. That "All Dues Clearance Certificate" related to 11.1; 's dept. from the concerned A.F.W. W. [K. West ward] shall not be submitted before applying for U.C.
- 43 That the Liebris Management Plan shall be eco approved by A.E. (Edity) and the conclinions therein shall be complied with
- CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C. 13
- That the notice in the form of appendix XVII of D.C.R. shall not be submitted on completion of plinth
- That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the 2 building.
- That the debris shall not be transported to the respective Municipal domping site and challan to that effect shall not be submitted to this affice for record.
- That the N.O.C. from A.A. & C. J K/West | shall not be submitted. 5.
- That the plinth stability certificate from R.C.C consultant shall not be submitted. 6.
- That the work-start notice shall not be submitted.

C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :-

- 1) That the conditions of MHADA's letter under No.CO/MB/ARCH/NOC/F-910/3894/06 dated 15/7/2006 shall not be complied with and that the certificate regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
- 2) That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc, for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 3) That some of drains will not be laid internally with C.I. paper.
- 4) That the dust bin will not be provided as per C.E.'s circular No. CE/9297/fl dated 26.6.1978.
- 5) That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for full C.C.
- 6) That the 10' wide paved pathway upto staircase will not be provided.
- 7) That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be levelled and developed before requesting to grant permission to occup; the bldg, or submitting the H.C.C. whichever is earlier.

8) That the name plate/board showing plot no., name of the bldg, etc. shall not be displayed at a prominent place before O.C.C.B.C.t JOIN

SUBURBAN DIST



CE/9041/WS: VK

1 2 APR 2007

10) that the parking spaces will not be provided as per D.C.R. No.36 "Runicipal"

Runcipal A. rather Hosp.

- 11) That Is C C will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 12) That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insectionde Officer with a provision of temporary but safe and stable fadder.
- 13) That the owner developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 14) That the letter box of appropriate size shall not be provided for all the tenements at the ground theor
- 15) That the intrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room space for telecom installations etc. required for providing telecom services shall not be provided.
- To) That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.
- 17) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 Sq.Mts.
- 18) That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with.
- 19) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 20 be had the Drainage Completion Certificate shall not be submitted.
- Inspector's completion certificate shall not be submitted.
- 2) that the sipularal stability certificate shall not be submitted.
- inat the shesh pervisor's completion certificate shall not be submitted.
- that the smoly test certificate shall not be submitted.
- 3) That the time completion certificate from C.F.O. shall not be
- USURBAN OF The formal order from U.L.C. shall not be submitted.
 - 27) That the N.O.C. from A.A. & C. [K'West] shall not be submitted.
 - 28) That the final N O.C. from MHADA shall not be submitted.
 - 29) That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.

D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. :-

That the certificate under Sec. 270-4 of the B.M.C. Act will be obtained from H.E.'s department regarding adequacy of water supply.

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W. 3.) K/EAST WEST WARDS,

ANNEXURE F1

acr - 90/

PO 9 9

MUNICIPAL CORPORATION OF GREATER MUMBAI

CE /9041 / WS / AK of 26 NOV 2010

Ex. Engineer Bidg. From (1985)

M/s. Ellora Project Consultants, Architect, Roddin Siddhi complex, 'C' Wing, 1st Floor, Kathraj Nagar, Goregaon (West), Mumbai 400 062. Ex. Engineer Bldg. Proposel (W.S. H and & Wards Muncipal Office, R. K. Patkar Marg. Bandra (West), Mumbai - 400 050.

Sub:- Proposed redevelopment of existing building on plot No. K/3, K/4, Survey No. 106 A(Pt.), C.T.S.No. 195 (Pt.), Mhada Layout, Andheri (West), Mumbai.

Ref : Your letter dated 15/11/10

mil exceptioning

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

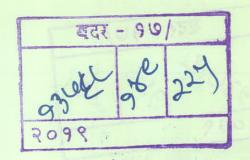
- 1) All the objections of this office LO.D. under even no. dated 12-164/c)—shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 1) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 5) That the regulation No.45 and 46 of D.C.Reg. 1991 shall be complied with.
- 6) That the letter box shall be provided at the ground floor for all the tenements.
- 7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.
- 8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.
- 9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 11) That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall be appointed in consultation with P.C.O.[K/W]
- 12) That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will not be submitted.
- 13) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 14) That all the payments shall be made.
- 15) That the testing of building material to be used on the subject work shall be done and results of the same will be submitted periodically.

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Gertified True Copy

ON SUB-REGISTRUP PROPERTY OF STREET S

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2.5 NOV 2010

Ex. Engineer Bldg. Proposal (W.S.) H and K Wards Muncipal Office, R. K. Patkar Marg. Bandra (West), Mumbai 400 050

16) That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in proforms.

The state of the s

- 17) That the N.O.C. from Civil Aviation shall be submitted.
- 18) That the revised P.C.O. N.O.C. shall be submitted.
- 19) That the revised N.O.C. from S.G. Department shall be submitted.

One set of plans in token of approval is enclosed herewith.

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Copy to : IT Owner: Neptune Co.Op.Hsg.Soc. Ltd.

Assistant Commissioner. K/West Ward. 12]

A.E.W.W. K/West Ward. 3]

Forwarded for information please

Executive Engineer, Building Proposals, (Western Suburbs) K Ward.

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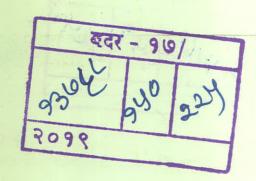
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MUNICIPAL CORPURATION OF GREATER MUMBAI CE 9041 / WS / AK of

Mis. Ellora Project Consultants, Architect. Riddhi Siddhi complex, 'C' Wing, in Flore, Kamraj Nagar,

- 4 MAY 2011

Ex. Engineer Eldy, Proposal (W.S.)
H and K Words
Muncipal Office R 11 Deficies 25,
Bandra (W.S.)

Mumbai - 400 062.

Proposed redevelopment of existing building on plot No. K/3, K/4, Survey No. 106 A(Pt.), C.T.S.No. 195 (Pt.), Mhada Layout, Andheri (West), Mumbai.

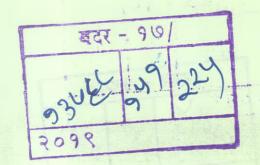
Sir.

Ref: Your letter dated 1/3/11

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

- 1) All the objections of this office I.O.D. under even no. dated 12-log loss shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as, construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 5) That the regulation No.45 and 46 of D.C.Reg. 1991 shall be complied with.
- 6) That the letter box shall be provided at the ground floor for all the tenements.
- 7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation pennission.
- That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable LS. Codes
- 9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and varying the overhead water storage tank, etc.
- 10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick musonary or 150 mm antochaved cellular concrete block excluding pluster thickness as circulated under No.CE/5591 of 15.4.1974,
- 11) That the authorized Pvt .Pest Control Agency to give anti-malaria treatment shall be appointed in consultation with P.C.O.[K/W]
- 12) That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will not be submitted.
- 13) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 14) That all the payments shall be made.
- 15) That the testing of building material to be used on the subject work shall be done sine will be submitted periodically

CONT SURL SE नेगर जिल्हा STOURBAN DIST. (B



Ex. Engir H and K is Muncipal Bandra

(16) That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in proforms.

17) That the N.O.C. from Civil Aviation shall be submitted.

18) That the N.O.C. from MHADA shall be submitted.

the set of plans in token of approval is enclosed herewith.

Yours faithfully,

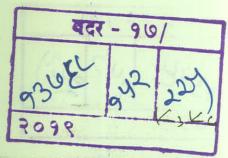
cd/-Executive Engineer, Building Proposals, (Western Suburbs) K Ward.

Owner: Neptune Co.Op.Hsg.Soc. Ltd. Assistant Commissioner, K/West Ward.

3] A.E.W.W. K/West Ward.

Forwarded for information please





MUNICIPAL CORPORATION OF GREATER MUMBAL NU.CE/9041/WS/AK 4 JAN 2013

To, Shri. Jitendra Dewoolkar of M/s. Ellora Project Consultants Pvt. Ltd., Riddhi Siddhi complex, 'C' Wing, 1st Floor, Kamraj Nagar, Near Municipal School, Goregaon (West), Mumbai - 400062.

Ex. Engineer Bldg. Proposal (W.S. Hand ! Wards Munc. : Office Office, R. k. Patkar Lang. Sandra (West), Mumbai - 400 050

Sub: Proposed redevelopment of existing building No. K3 & K4 & OB-5, S.No.106A, CTS No.195 (Pt.), D.N. Nagar MHADA Layout, Andheri (West).

30/11/10/12 Ref: Your letter dated

Gentleman.

There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference for which competent authority has accorded sanction, subject to the following conditions:

All the objections of this office I.O.D. under even no. dated 12/4/2007 1) shall be applicable and should be complied with.

The changes proposed shall be shown on the canvas mounted plans 2)

to be submitted at the time of B.C.C.

That every part of the building constructed and more particularly 3) overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.

That the infrastructural works, such as; construction of hand holes / 4) panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.

That the regulation No.45 and 46 of D.C.Reg. 1991 shall be complied 5)

That the letter box shall be provided at the ground floor for all the 6) tenements.

That the owner/developer shall not hand over the possession to the 7) prospective buyers before obtaining occupation permission.

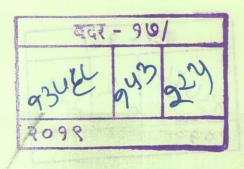
That no main beam in R.C.C. framed structure shall be less than 8) 230 min, wide. The size of the columns shall also be governed as per

the applicable LS. Codes.

That all the cantilevers [projections] shall be designed for five times 91 the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

That the R.C.C. framed structures, the external shall be less than 230 mm, if in brick masonary or the mm automored cellular concrete block excluding plaster the bricks as as circulated under 10) No.CE/5591 of 15.4.1974.

SUBURBAN DIST. (B



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11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.

2) That the authorized Pvt Pest Control Agency to give anti-malaria treatment shall be appointed in consultation with P.C.O.[K/West Ward]

That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, shall be submitted.

4) That the Labour Welfare Tax of 1% of construction cost as per ready reckoner shall be paid.

15) That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system / nuisance due to mechanized system to any person shall be submitted.

That all the payments shall be made.That the C.C. shall be got re-endorsed.

18) That the revised E.E.(T&C) N.O.C. shall be submitted.

19). The height of basement level will be restricted to 3.60 mts. by filling plum concrete of, 0.6 mts, thickness.

One set of plans in token of approval is enclosed herewith.

Yours faithfully,

Sq Sq Securive Engineer Building Proposals (Western Suburbs) K Ward

M/s. Lotus Grih Nirman Pvt. Ltd.
Assistant Commissioner, K/West Ward
E.W.W. K/West Ward
L. (MHADA) Mumbal Board.

rwarded for information please.

and and

E.E.B.P. W.S. K Ward

MUNICIPAL CORPORATION OF GREATER MUMBAI No. CE/9041/WS/AK

M/s.Ellora Project Consultants Pvt.Ltd, 317-321, Ninad C.H.S. Ltd., Bldg. No.7 Kher Nagar, Service Road, Bandra (E) MUMBAI 400 051. #4 AUG 2015

Ex. Éngineer Bldg. Proposal (W.S.) H and K - Wards Municipal Office, R. K. Patkar Marg Bandra (West), Mumbai - 400 050

Sub:- Proposed Redevelopment of existing. Building no. K3 & K4, & C7 - 96
OB-5 on land bearing S. No 106A, CTS No. 195 (pt),
Andheri (W)D N Nagar MHADA Layout, Andheri (W)

Ref: Your letter dated 15.01.2015

Gentleman,

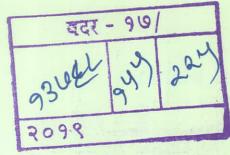
BURBAN DIST

There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference for which competent authority has accorded sanction, subject to the following conditions:-

- 1) All the objections of this office I.O.D. under even no. lated 12.04.2007 shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 5) That the regulation No.45 and 46 of D.C.Reg.1991 shall be complied with.
- 6) That the letter box shall be provided at the ground floor for all the tenements.
- 7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.
- 8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.
- 9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 12) That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall be appointed in consultation with P.C.O.[K/West Ward]
- That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MORA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will be submitted:
- 14) That the condition of revised bye-law 4[c] shall be complied with
- 15) That the N.O.C. from Civil Aviation shall be submitted 5 ()
- 16) That the Janata Insurance Policy in the name of site under reference shall be submitted.

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CE/9041/WS/AK

- 17) That the NOC from A.A. & C., K/West Ward shall be submitted.
- That the Labour Welfare Tax of 1% of construction cost as per ready 18) reckoner shall be paid.
- That all the payments shall be made. 191
- That the terms & conditions of MHADA NOC vide No. CO/MB/REF/NOC/ F-20) 838/2015 dtd. 10.07.2015 shall be complied with.
- 21) That the Registered Undertaking shall be submitted as stated in the concession report.
- 221 That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in proforma.
- 23) That the testing of building material to be used on the subject work shall be done and results of the same shall be submitted periodically.
- 24) That the C.C. shall be got re-endorsed.
- That the Registered Undertaking stating that the conditions of E.E. (T & C) 25) NOC shall be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall be submitted.
- That "All Dues Clearance Certificate" related to H.E.'s dept. from the 26) concerned A.E.W.W. [K/West Ward] shall be submitted before applying for
- 27) That the work shall be carried out between sunrise and sunset only.
- That the R.U.T. & Indemnity Bond shall be submitted stating that 28) owner/developer and concerned Architect/Lic. Surveyor shall compile and preserve the following documents.
- a) Ownership documents.
- Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding b) canvas mounted plans.
- Copies of Soil Investigation Report. c)
- RCC details and canvas mounted structural drawings. d)
- Structural Stability Certificate from Lic. Structural Engineer. el
- f) Structural audit reports.
- All details of repairs carried out in the buildings. g)
- Supervision certificate issued by Lic. Site Supervisor. h)
- Building Completion Certificate issued by Lic. Surveyor / Architect. i)
- j) NOCETAGE Completion Certificate issued by C.F.O.
- Fire safety and it carried out as per the requirement of C.F.O.

 The above documents shall be handed over to the end user/prospective society within a period of 30 days incase of redevelopment of properties and in other cases, within 90 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid appair history. Further, the end user/prospective society shall cannot out reports and repair history. Further, the end user/ prospective society shall cannot out recessary repairs/structural audit/fire safety audit, etc. at the recent of C.F.O. A copy of the sample agreement to be executed with the prospective buyers incorporating the above conditions shall not be submitted to this office.

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= 4 AUG 2015 CE/9041/WS/AK

Ex. Engineer Bldg. Proposal (W.S.) Hand K - Wards Municipal Office, R. K. Patkar Marg. Bandra (West), Mumbai - 400 050

- That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall be taken and completion certificate to that effect shall be submitted from the Licensed Structural Engineer before further C.C.
- 30) That the R.U.T. shall be submitted by the owner/developer for baintaining the noise levels as per the norms of Pollution Control Boards
- 31) That the verification of AMSL of completed work shall be done before F.C.C. The AMSL of the topmost part of the building under reference shall also be verified before O.C.C.
- 32) That the R.U.T. for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.
- 33) That the sanitary arrangement shall be carried out as per Municipal specifications and drainage layout approved by Ch.Eng.(S.P.) will be submitted before C.C. and completion certificate shall be also submitted from Ch.Eng. (S.P.).

One set of plans in token of approval is enclosed herewith.

Yours faithfully,

Executive Engineer Building Proposals (Western Suburbs) "K" Ward

50

Copy to : M/s. Lotus Grih Nirman Pvt Ltd.

2] Assistant Commissioner/West Ward

3] A.E.W.W. K/West Ward

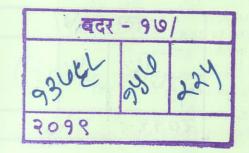
4] Chief Officer, M.H.A.&D. Board, Mumbai

Forwarded for information please.

E.E.B.P.(W.S.) "K" Ward

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MUNICIPAL CORPORATION OF GREATER MUMBAL

CE/ 9041/WS/AK

To, Shri. Jitendra Deoowlkar M/s. Ellora Project Consultants Pvt. Ltd. 317-321, Ninad CHS Ltd, Bldg No. 7 Kher Nagar, Service Road, Bandra (E) Mumbai 400 051

Sub:- Proposed redevelopment of existing building No.K3,K4 & OB- 5 as known as Nepute C.H.S. Ltd on plot bearing C.T.S.No.195(pt) of village Andheri, D.N. Nagar, MHADA Layout, Andheri (W) Mumbai. 53.

Ref: Your on line Application for Amended Plans approval

Gentleman,

There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference for which competent authority has accorded sanction, subject to the following conditions:-

- That all the conditions of this office I.O.D. under even no. dated shall be 1) complied with.
- That the Structural Stability Certificate from Structural Engineer shall be 2) Submitted.
- That the work shall be carried out between 6.00 am to 10.00 p.m. only (as per Circular No.ChE/DP/7749/Gen dated 07.06.2016
- That the R.U.T. shall be submitted from C.A. to Owner stating that Society 4) office and Fitness Centre shall not be misused in future & same shall be handed over to Society.
- 5) That the GBR of the Society along with consents from the concerned members for the conversion of residential Tenements into shops shall be submitted

That the revised NOC from MHADA for the Proposed changes shall be submitted. 6)

That the transit commercial structures along J.P. Road shall be shifted in the newly constructed building and the said structures shall be demolished after getting occupation certificate.

Yours faithfully,

Kunal Anil Vaidya

Digitally signed Kiran by Kiran Damod Date: 2017.07.28 ar Bari 20:29:22 +05'30'

Damodar Bari

Prakash Rajaram Rasal

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S.B.B.P.(W,S,)KWS2

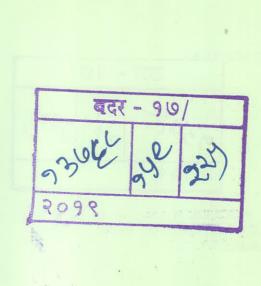
A.E.B.P.W.S."KWS"

Executive Engineer Building Proposals (Western Suburbs)"K "Ward

Copy to:

- 1) M/s Lotus Griha Nirman Pvt Ltd.
- 2) Asst. Commissioner K/West Ward
- 3) A.E.W.W., K/West Ward
- 4) D.O. K/West Ward





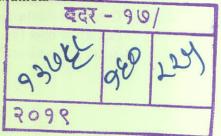




MUNICIPAL CORPORATION OF GREATER MUMBAI No. CE/ 9041/WS/AK

Office of the Dy.Chief Engineer (Bldg. Proposals)W.S.-1 1ST Floor, Next to Bhabha Hospital R. K. Patkar Marg, Bandra (W) Mumbai 400 050

To, Shri Jinish Soni, 3Dimensional Consultants LLP, 1017, HubTown Solaris, 10th Floor, Prof. N.S. Phadke Marg, Near East West Flyover, Andheri (East), Mumbai-400 069.



Sub: - Proposed redevelopment of existing building No.K3,K4 & OB- 5 as known as Nepute C.H.S. Ltd on plot bearing C.T.S.No.195(pt) of village Andheri, D.N. Nagar, MHADA Layout, Andheri (W) Mumbai-400053.

Ref: - Your online application.

Gentleman,

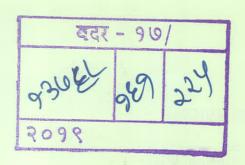
There is no objections to your carrying out the work as per amended plans submitted by you vide your letter under reference for which competent authority has accorded sanction, subject to the following conditions:-

- 1) That all the conditions of this office I.O.D. under even no. shall be complied with.
- 2) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 3) That the infrastructural works such as construction of hand holes/pan holes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 4) That the Owner/Developer shall not hand over the possession to the prospective buyers or existing flat owners before obtaining occupation permission
- 5) That the revised R.C.C. drawing/design calculations shall be submitted through Licensed Structural Engineer.
- 6) That the condition of revised byelaw 4(c) shall be complied with.
- 7) That the Janata Insurance Policy in the name of site under reference shall be submitted.
- 8) That the last paid bill and receipt of A.A.&C K/West Ward shall be submitted.
- 9) That all the payments shall be made.

V.

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CE/ 9041/WS/AK

10) That the C.C. shall be got re-endorsed

That the work shall be carried out between 6.00 am to 10.00 p.m. only (as per Circular No.ChE/DP/7749/Gen dated 07.06.2016.

That the undertaking shall be submitted istating allocations the parameter transit shops the developer will act as per the orders of the Hon'ble Court immediately.

Yours faithfully,

Copy to: 1] M/s Lotus Griha Nirman Pvt Ltd.

2] Assistant Commissioner, K/West Ward

3] A.E.W.W. K/West Ward 4] D.O. K/West Ward

Forwarded for information please.





E.E.B.P.(W.S.) "K" Ward



महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण

MAHARASHTRA HOUSING AND GREG DEVELOPMENT GUTHORITY



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167/CR-51/2015/UD-11 dt.23 May, 2018.) AMENDED PLAN APPROVAL LETTER

No.MH/EE/(B.P.)/GM/MHADA-105/ 192_/2019

DATE-

23 JAN 2019

To Øwner,

Shree Ashok Kumar Agarwal director of Lotus Grihnirman Pvt. Ltd.

CA to Neptune CHSL C.T.S. No 195, Village Andheri at junction off link road,

J.P. Road, D.N. Nagar, Andheri (W), Mumbai- 53

Sub:- Proposed redevelopment of existing building no. K3, K4 and OB-5, S. No. 106/A, CTS No. 195(pt), D. N. Nagar, MHADA Layout, village Andheri, Andheri (w), Mumbai -400053.

Ref: 1. MCGM/CE/9041/WS/AK concession approved dtd. 18.04.2017

2. MCGM/CE/9041/WS/AK IOD Dtd.12.04.2007.

3.MCGM/CE/9041/WS/AK First CC issued Dtd. 27.04.2010.

MCGM/CE/9041/WS/AK part occupation granted dtd. 31.08.2017

MCGM/CE/9041/WS/AK latest Amended Plan dtd. 30.11.2017.

MCGM/CE/9041/WS/AK latest FCC dtd. 02.02.2018.

7. Application Letter for approval of Amended Plans from Shree Jigar Nagda of M/s. 3 dimensional consultants LLP. dtd. 15.06.2018.

Sir,

With reference to your application dated 15/06/2018 for development permission and grant approval for amended plan for redevelopment of existing building no. K3, K4 and OB-5, S. No. 106/A, CTS No. 195(pt), D. N. Nagar, MHADA Layout, village Andheri, Andheri (w), Mumbai -400053. under regulation no. 33(5) of DCR.

The Building Permit is granted subject to compliance of mentance in IOD dated 12.04.2007 and following conditions:

All the objections of I.O.D. under even no. dated \$1/04/2007 shall be 1) (Ac applicable and should be complied with.

That the revised R.C.C. drawing/designs, calculations*shall through Licensed Structural Engineer.

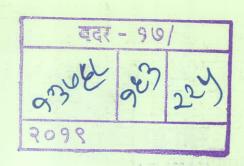
गृहनिर्माण भवन, कलानगर, वान्द्रे (पूर्व), मुंबई - ४०० ०५१.

दूरध्वनी ६६४०५००० फॅक्स नं.: ०२२-२६५९२०५८

greet

Griha Nirman Phone: 66405000

Fax No.: 022-26592058 Website



That the Janata Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.

4) That the NOC from A.A. & C., K/W Ward shall be submitted.
Registered Undertaking-cum-Indemnity Bond as EODB as mentioned in circular u/no. CHE/DP/30567/Gen. dtd. 04.01.2017.& the conditions Mentioned in the said circular shall be complied with.

6) That the requisite Payment shall be made.

That "All Dues Clearance Certificate" related to H.E.'s dept. from the Concerned A.E.W.W. [K/W Ward] shall not be submitted before applying for C.C.

8) That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case shall be complied with before starting demolition of structures and/or starting any construction work.NOC from SWM shall be submitted.

9) That adequate safeguards are employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.

10) That the debris shall be managed in accordance with the provisions of Construction and Demolition Waste Management Rules 2016 and requisite Bank Guarantee as demanded by MCGM for faithful compliance of Waste/Debris Management plan shall be furnished before demolition of structures or construction work.

VP & CEO / MHADA has appointed Shri. Rajeev C. Sheth / Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

(Shri. Rajeev Sheth)

ExecutiveEngineer/B.P./(GM)/MHADA

Copy submitted

UBURBAN DIS

itted for information please.

1) Chief Officer/Mumbai Board.
Copy with plan to:

- 2) Asst. Commissioner K/W Ward (MCGM)
- 3) Architect / Layout Cell (SPA MHADA)
- 4) A.A. & C. K/W Ward (MCGM)
- 5) A.E.W.W. K/W Ward (MCGM)
- 6) Shree Jinish soni of M/s. 3 dimensional consultants LLP. For information please.

A. Brej

-(b2

(Shri. Rajeev Sheth)

Executive Engineer/B.P./(GM)/MHADA

This I.O.D.JC.C. is issue 583 to the provision of Urban Land celling and Regulation Act. 1976 C-3

Ex. Engineer Hidg. Proposal (W.S.) H and K Wards Muncipal Office, R. K. Patkar Mary. Bandra (West), Mumbai - 400 050

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONALAND TOWN PLANNIN No. CE/ 904 / BSH/WS/AH/AK o	GACT, 1966 EGT - 90/		
COMMENCEMENT CERTIFICATE To, Maj de hi Aleash Hay Aviture.	good	ુજ	224)
Sir,	2098		
With reference to your application No dated	for Development		

1th reference to your application No. Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Posp: Dedewelopment CTS No. 195(pt) at premises at Street DN Nagar village MHADA larger SMO: 106 A plot No Situated at Andhenica in Klues - Ward

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

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

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

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

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

5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsecquent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-

(a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

(c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 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 heir executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri R. D. Single Executive Engineer to exercise his powers and functions of the Planning

Authority under Section 45 of the said Act.

This CC is valid upto. This Commencement certificate is for carrying out the work upto/Bortop or Plant

level as per phase programmere dr3 080

For and on behalf of Local AUTHON DIST. BA The Municipal Corporation of Greater Mumbai

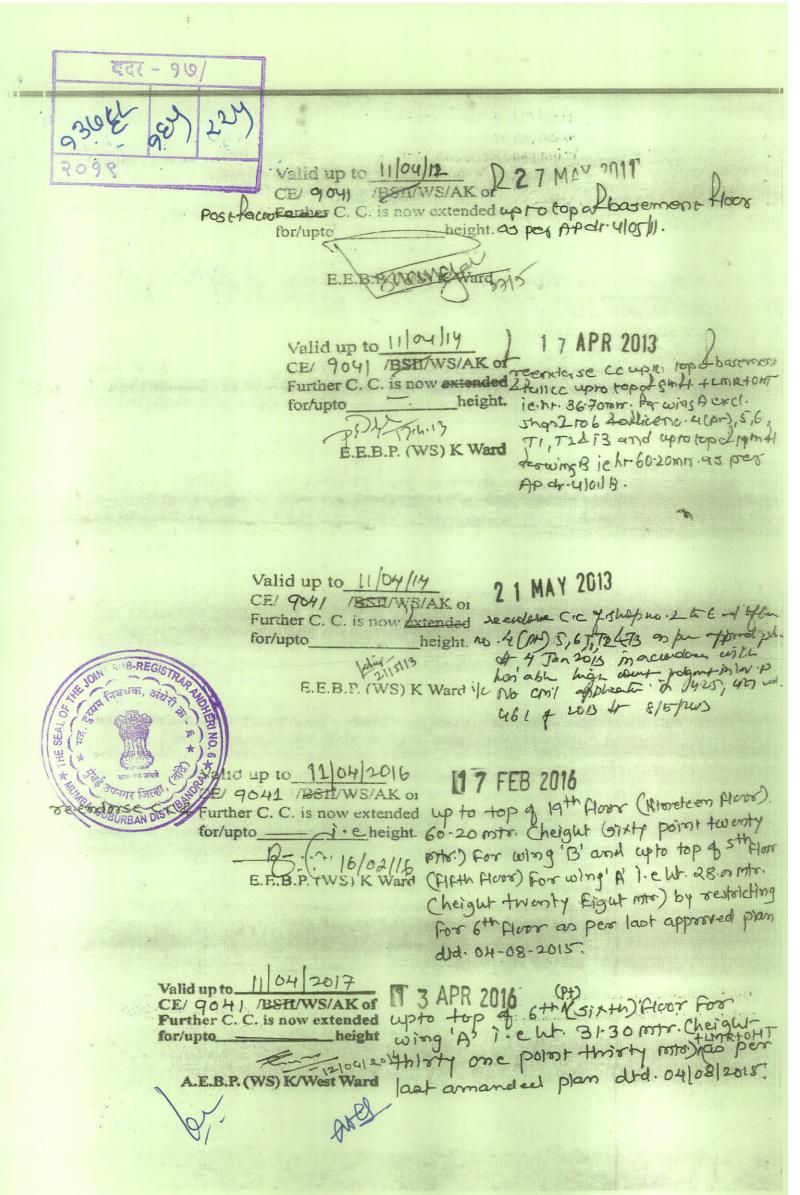
वेनगर जिल्हा ।

3d/- 20/9/10 Executive Eng. Building Proposals

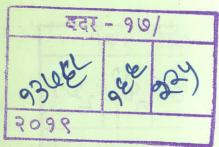
(Western Subs.) 'H/East, 'H/West' & 'K/East, 'K/West'/Wards'

PAR

MUNICIPAL CORPORATION OF GREATER MUMBAI



C - 3



ER

SUBURBAN DIST



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CE/9041/WS/AK

COMMENCEMENT CERTIFICATE

To.
Shri. Ashok Kumar Agarwal, Director of M/S. LOTUS
GRIH NIRMAN PVT LTD C.A. TO NEPTUNE CHS
LTD
CTS NO. 195 VILLAGE ANDHERI. AT JUNCTION

CTS NO. 195, VILLAGE ANDHERI AT JUNCTION OF LINK ROAD, J.P.ROAD, D.N.NAGAR, ANDHERI (W) MUMBAI 400 053.

Sir.

With reference to your application No. CE/9041/WS/AK Dated. 25/10/2017 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 25/10/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. K3,K4& OB5 C.T.S. No. 195(PT) Division / Village / Town Planning Scheme No. ANDHERI-KW situated at J.P ROAD Road / Street in K/W Ward Ward.

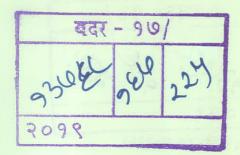
The Commencement Certificate / Building Permit is granted on the following conditions:--

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

The Municipal Commissioner has appointed Shri. Shri.Kiran D. Bari (AE BP KWS) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the Said Actual

G.

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This CC is valid upto

Issue On: 8/12/2017

Valid Upto:

Remark:

Approved By E.E.BP K **Executive Engineer**

Issue On: 2/2/2018

Valid Upto:

27/4/2018

Remark:

C. C. upto top of 8th floor of Wing B(i.e. height 37.90 mtr. AGL) as per approved plan dated 30.11.2017.



Cc to:

CE/9041/WS/AK



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

Assistant Engineer . Building Proposal

Page 2 of 3 on 2/2/2018 8:12:12 PM

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण

MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation FURTHER COMMENCEMENT CERTIFICATE

No.MH/EE/(B.P.)/GM/MHADA-105/192/2019 DATE-

0 9 MAY 2019

To

Owner,

Shree Ashok Kumar Agarwal director of Lotus Grihnirman Pvt. Ltd. CA to Neptune CHSL

C.T.S. No 195, Village Andheri at junction off link road,

J.P. Road, D.N. Nagar,

Andheri (W), Mumbai- 53

90

Sub:-Proposed redevelopment of existing building no. K3, K4 and OB-5, S. No. 106/A, CTS No. 195(pt), D. N. Nagar, MHADA Layout, village Andheri, Andheri (w). Mumbai -400053.

Ref:-1. MCGM/CE/9041/WS/AK concession approved dtd. 18.04.2017

MCGM/CE/9041/WS/AK IOD Dtd.12.04.2007

3. MCGM/CE/9041/WS/AK First CC issued Dtd. 27.04.2010

MCGM/CE/9041/WS/AK part occupation granted dtd. 31.08.2017

5, MCGM/CE/9041/WS/AK latest Amended Plan dtd. 30.11.2017

MCGM/CE/9041/WS/AK latest FCC dtd. 02.02.2018

7. MCGM/CE/9041/WS/AK Last Amended Plan Dtd23.01.2019

8. Application Letter for approval of Further commencement certificate from Shree JinishSoni of M/s. 3 dimensional consultants LLP. dtd. 01.02.2019

Dear Applicant,

With reference to your application dated 01.02.2019 fordevelopment permission and grant of Commencement Certificate under section44 &69 of Maharashtra Regional Town Planning Act, 1966 to carry outdevelopment and building permission under section 45 of MaharashtraRegional and Town Planning Act, 1966 to erect a building onexisting building no. K3, K4 and OB-5, S. No. 106/A, CTS. No. 195(pt), D. N. Nagar, MHADA Layout, village Andheri, Andheri (w), Mumbai -400053.

The Commencement Certificate / Building Permit is granted subject to compliance of conditions mentioned in IODdated 12.04.2007 and following conditions.

1. The land vacated in consequence of endorsement of the setback line /roadwidening line shall form part of the public street.

2. That no new building or part thereof shall be occupied or allowed to be occupied permitted to be used by any reason until occupancypermission has been granted.

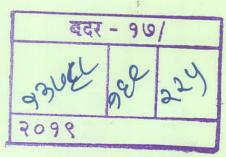
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गृहनिर्माण भवन, कलानगर, वान्द्रे (पूर्व), मुंबई ४०० ०५१. दूरध्वनी ६६४० ५०००

फॅक्स नं: ०२२-२६५१२०५८

Griha Nirman Bhavan Kalanagar Baridica (Eas) Phone: 66405000

Fax No.: 022-26592058 Website BANNIShbada maharashtra.gov.in



3. The Commencement Certificate / Development permission shall remainvalid for one year from the date of its issue.

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

of the provision of coastal zone management plan.

5. If construction is not commenced this commencement certificate isrenewable every year but such extended period shall be in no case exceedthree years provided further that such laps shall not bar any subsequentapplication for fresh permission under section 44 of the MaharashtraRegional and Town Planning Act, 1966.

6. This Certificate is liable to be revoked by the VP & CEO / MHADA if:

a. The development work in respect of which permission is grantedunder 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

VP & CEO / MHADAis contravened or not complied with.

c. The VP & CEO / MHADAis satisfied thatthe same is obtained by the applicant through fraudormisrepresentation and the appellant and every person deriving titlethrough 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 Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicantbut onhis heirs, executors, assignees, administrators and successors and every person deriving title through or under

VP & CEO / MHADA has appointed Shri. Rajeev C. Sheth / Executive Engineer to exercise his powers and function of the PlanningAuthority under section 45 of the said Act.

This CC is valid upto.02.02.2020

Remarks:

This CC is now extended upto top of 13th floor i.e ht. 53.50 mt. AGL for Commercial wing as per the last approved plans dated 23.01.2019. [Next date of 2nd& 3rdinstallment for 1) staircase premium & 2) Fungible FS1 Premium (22.01.2020 & 22.01.2021) due on or before issue

The construction & demolition waste shall be handle & transported to designated unloading site as per SWM NOC & the compliances of all conditions of SWM NOC & as per directives of Hon'ble Supreme Court shall be made.

> (Rajeev C. Sheth) Executive Engineer/B.P.Cell/(GM)/MHADA

Copy submitted in favor of information please.

1) Arch.Shree JinishSoni.

2) Hon. Chief Office/ Mumbai Board MHADA

3) A.E./W.W K/W Ward

A.A.& C. K/W Ward

(Rajeev C. Sheth)

Executive Engineer/B.P.Cell/(GM)/MHADA



ADVOCATE . HIGH COURT

RES:

Flat No G-9, New Mahasir Smruti A-wing, Cross Road No. 3 (North)

Navghar Road, Bhayander (East)

Thane - 401 105

Mobile: 98217 69578, Phone: 022 2816 9417

E-mail: prabhatguptal 2@hotmail.com

बदर - १७/

ERNINENT OF MUTA

REPORT ON TITLE

TO WHOMSOEVER IT MAY CONCERN

3099

जेनगर जिल्ही

My cheris, Lotus Grib Nirman Private Limited have handed over to me, copies of certain decuments/title deeds with instructions to investigate their entitlement the property more spationarly described in the First to Third Schedules hereunder written (hereinafter referred to as The End Property"). I have pursued copies of the various documents/title deeds referred to in this Report. The following emanates therefrom:

One D.N. Nagar K-3 Co-Operative Housing Society Limited (hereinafter referred to as "the First Society") is duly registered as stated aforesaid and was entitled to obtain a lease from the Maharashtra Housing Board (hereinafter referred to as "the Board") a lease for the period of 99 years commencing from 16th September, 1970, in respect of all that piece and parcel of land bearing Plot No.K-3, admeasuring \$10.81 square meters, which on plane table survey was found to admeasure \$40 square meters by my clients and bearing Survey No.106-A, City Survey No. 195 (pt) being part of the land of the Board at D.N. Nagar, Andheri (West), of Mumbai Suburban District consisting of 40 tenements constructed thereon more particularly contained in the First Schedule hereunder written (hereinafter referred to as the "First Property").

The said First Property was agreed to be granted on a lease for 90 years as aforesaid, for the purpose of constructing houses for members of the low income group.

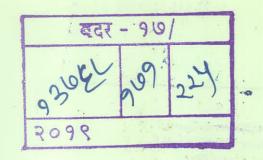
All properties of the Board are now vested in the Maharashtra Housing and Are Development Authority (hereinafter referred to as "MHADA").

Development Authority (hereinaner referred to as

COURT SHIGH COURT, 38D FLOOR, BOMBAY BAR ASSOCIATION, ROOM NO -57, WUMBAL 400 032 PHONE: 022 2267 3367 (BETWEEN 5.30 PM TO 7.30 PM)

COURT: WITH G.C.TYAGI & ASSOCIATES ADVOCATES, SUPREME COURT OF INDIA, BAR LIBRARY, NO -II, TILAK MARG, NEW DELHI - 110 001, PHONE: 011 2338 4150, 2338 1762

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PRABHAT GUPTA

B.A.;LL.B.

ADVOCATE, HIGH COURT

&

NOTARY, GOVERNMENT OF INDIA

RES:

Flat No G-9, New Mahavir Smruti A-wing, Cross Road No. 3 (North) Navghar Road, Bhayander (East) Thane - 401 105

Mobile: 98217 69578, Phone: 022 2816 9417

E-mail: prabhatguptal 20hotmall.com

-2-

- All properties of the Board are now vested in the Maharashtra Housing and Area 3. Development Authority (hereinafter referred to as "MHADA").
- A building known as 'Building No. K-3' comprising of ground plus Four upper 4. floors was constructed on the First Property (hereinafter referred to as "the Said First Building") and the owners of individual premises in the Said First Building came together and formed the First Society.
- Thus the First Society became solely and exclusively entitled to the First Property 5. as the ostensible owner thereof and had all rights of ownership of the said First Property.
- The First Building was old and in a dilapidated condition and accordingly the First 6. Society was desirous of reconstructing the First Building by granting development rights to a developer whereunder the developer would re-accommodate the existing owners of the premises in the First Building.

By and under a Development Agreement dated 12th January, 2006, made and xecuted between one Vaidehi Akash Housing Private Limited (hereinafter referred to as "Vaidehi") and the First Society and registered with the Sub-Regist ar of Assurances, Andheri No. 3, at Bandra, under number BDR9-00262-20065 he First Society has granted full and exclusive development rights to And to demolish the First Building and construct thereon a multistoried जेन्सार जिल्हे brilding wherein the present owners of the various premises of the First Building SUBURBAN DIST would be re-accommodated and the remainder of the construction would be disposed off by Vaidehi for the benefit of Vaidehi (hereinafter referred to as "the said First Development Agreement").

COURT: HIGH COURT, \$10 FLOOR, BOMBAY BAR ASSOCIATION, ROOM NO -57, WUMBAI - 400 632
PHONE: 022 2267 3367 (BETWEEN 5,30 PM TO 7.30 PM)

COURT: WITH G.C.TYAGI & ASSOCIATES ADVOCATES, SUPREME COURT OF INDIA.

BAR LIBRARY, NO -II, TILAK MARG, NEW DELHI - 110 001, PHONE: 011 2338 4150, 2358 1762

099

B.A.;LL.B.

WOCATE . HIGH COURT

RES:

Flat No G-9, New Makavir Smruti A-wing, Cross Road No. 3 (North) Navghar Road, Bhayander (East)

Thane - 401 105

Mobile: 98217 69578, Phone: 022 2816 9417

E-mail: prabhatguptal 2@hotmail.com

NOTARY, GOVERNMENT OF INDIA

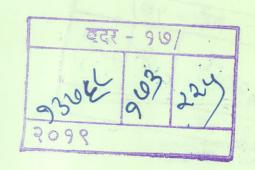
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- By and under an Indenture of Lease dated 4th April 2006, MHADA granted to and in favour of the First Society, a lease in respect of the First Property (hereinafter referred to as "the Said First Lease"). The said Indenture of Lease executed by MHADA in favor or the First Society is registered with the Sub-Registrar of Assurances at Mumbai, under number BDR9/3028/2006.
- By and under a Deed of Sale dated 4th April, 2006, made and executed between MHADA on the one hand and the First Society on the other, (hereinafter referred to as "the Said First Conveyance"), MHADA conveyed to the First Society, the First Building. The Said First Conveyance is registered with the Sub-Registrar of Assurances Andheri No. 2 at Bandra under number BDR-9-03029-2006.
 - By and under an Indenture of Lease dated 23rd September, 1998 made and executed between the MHADA on the one hand and one D.N. Nagar Anuradha Co-Operative Housing Society Limited (hereinafter referred to as "the Second Society") on the other, (hereinafter referred to as "the Said Second Lease"), MHADA granted to the Second Society, on lease for a period of 99 years from 16th September, 1970, all that piece and parcel of land bearing Plot No.K-4, admeasuring 895.48 square meters, which on table survey is found to admeasure 853.25 square meters being situated at S.No.160-A, City Survey No.195 (pt)) being part of the land of the Board at D.N. Nagar, Andheri (West) and incre particularly described in the Second Schedule hereunder written hereinafter referred to as "the Second Property"). The Said Second Lease is registered with the Sub-Registrar of Assurances at Mumbai under number BDR9/921/1998 By and under a Deed of Sale dated 23rd September, 1998, made and executed between MHADA on the one hand and the Second Society on the father

COURT: HIGH COURT, 3RD FLOOR, BOMBAY BAR ASSOCIATION, ROOM NO -57, MUMBAI - 400 032 PHONE: 022 2267 3367 (BETWEEN 5.30 PM TO 7.30 PM)

COURT: WITH G.C.TYAGI & ASSOCIATES ADVOCATES, SUPREME COURT OF INDIA BAR LIBRARY, NO -II, TILAK MARG, NEW DELHI - 110 001, PHONE: 011 2338 4150, 2338 1762

of the



PRABHAT GUPTA

B.A.;LL.B.

ADVOCATE, HIGH COURT

&

NOTARY, GOVERNMENT OF INDIA

15.

Flat No G-9, New Mahavir Smruti A-wing, Cross Road No. 3 (North) Navghar Road, Bhayander (East) Thane - 401 105

Mobile: 98217 69578, Phone: 022 2816 9417 E-mail: prabhatguptal2@hotmail.com

(hereinafter referred to as "the Said Second Conveyance"), MHADA conveyed to the Second Society, the building standing on the Second Property.

- A building known as 'Building No. K-4' also known as 'Anuradha' comprising of 12. ground plus Four upper floors was constructed on the Second Property (hereinafter referred to as "the Said Second Building") and the owners of individual premises in the Said Second Building came together and formed the Second Society.
- 13 Thus the Second Society became solely and exclusively entitled to the Second Property as the absolute lessee thereof.
- The Second Building was old and in a dilapidated condition and accordingly the 14. Second Society was desirous of reconstructing the Second Building by granting development rights to a developer whereunder the developer would reaccommodate the existing owners of the premises in the Second Building.
- By and under a Development Agreement dated 25/07/2005, made and executed between Vaidehi and the Second Society, the Second Society has granted full and clusive development rights to Vaidehi to demolish the Second Building and construct thereon a multistoried building wherein the present owners of the various premises of the Second Building would be re-accommodated and the remainden of the construction would be disposed off by Vaidehi for the benefit of aidehi (hereinafter referred to as "the Said Second Development Agreement") is registered with the Sub-Registrar of Assurances at Mumbai under number UBURBAN BOR 9 7638/2005.

First Society i.e. D.N. Nagar K3 Co.op Housing Society in their Special General Meeting held on 5th May 2006 passed a resolution by majority to merge with D.N. Nagar, Anuradha K4 CO-Op. Housing Society, the above merger was done with

COURT: HIGH COURT/3RD FLOOR, BOMBAY BAR ASSOCIATION, ROOM NO -57, MUMBAI - 400 032 PHONE: 022 2267 3367 (BETWEEN 5.30 PM TO 7.30 PM)

COURT: WITH G.C.TYAGI & ASSOCIATES ADVOCATES, SUPREME COURT OF INDIA BAR LIBRARY, NO -II, TILAK MARG, NEW DELHI - 110 001, PHONE: 011 2338 4150, 2338 1762

-4-

VAT GUPTA

B.A.:LL.B.

. High Court

NOTARY, GOVERNMENT OF INDIA

Flat No G-9, New Mahavir Smruti A-wing, Cross Road No. 3 (North) Navghar Road, Bhayander (East)

Thane - 401 105

Mobile: 98217 69578, Phone: 022 2816 9417

E-mail: prabhatgupta12@hotmail.com

-5-

sole intention of undertaking re-development of both the societies jointly. And in the same meeting by majority they appointed Vaidehi as Developer. Thereafter the said resolution was forwarded to Deputy Registrar of Co-op Society, MHADA Bandra (East), Mumbai, with a request to approve the said merger under the provisions of the Maharashtra Co-operative Societies Act, 1960 under new name viz. "Neptune Co-op Housing Society" was also forwarded to Deputy Registrar of Co-op. society for approval. The Deputy Registrar Co-op. Societies, MHADA, has therefore passed an order No. 1045/2006 DT. 28/07/2006 approving the merger of both the societies and registering them under new name as "Neptune Co-op Housing Society Limited" (hereinafter referred to as "the Said Society").

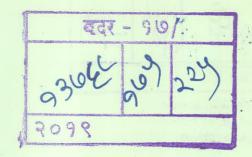
- The Said Society has thereafter entered into Confirmation Deed dated 3rd March, 2007, for re-development of the First Property and the Second Property with Vaidehi and which is registered with Sub-Registrar of Assurance Mumbai Suburban District Bandra under BDR9/2095/2007 on 3rd March 2007 (hereinafter referred to as "the Said Confirmation Deed").
- Subsequent to execution of the Said Confirmation Deed for the Said Society has 18. executed a power of attorney dated 3rd March 2007 in favour of Mr. Gururath Sadashiv Phondekar, the director of Vaidehi. The said Power of Attorney dated 3rd March 2007 is duly registered with Sub-Registrar of Assurances at Bandra under number BDR9/02096/2007 on 3rd March 2007.
 - Pursuant to the aforesaid, Vaidehi has entered into a Joint Venture Agree with my clients viz. Lotus Grih Nirman Private Limited for development of First Property and Second Property (hereinafter referredute as "the said Joint Venture Agreement"). The Said Joint Venture Agreement is duly registered with

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ADVOCATE, HIGH COURT

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NOTARY, GOVERNMENT OF INDIA

RES:

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the Sub-Registrar of Assurances at Bandra under number BDR15/6378/2008 dated 26th March 2008 As per the provisions of the Said Joint Venture Agreement, Vaidehi has permitted my clients to carry on and complete the redevelopment of the First Property and Second Property in terms of the Said First Development Agreement, the Said Second Development Agreement and the Said Deed of Confirmation. It has been agreed between Vaidehi and my clients that the entire work of redevelopment of the First Property and the Second Property shall be carried on by my clients and Vaidehi would be entitled to certain percentage of profits generated out of such redevelopment of the First Property and the Second Property or be responsible for equivalent percentage of the losses suffered out of such redevelopment of the First Property and the Second Property at and for the consideration and on the other terms and conditions more particularly contained in the Said Joint Venture Agreement.

REGISTON Aid Society has issued a confirmation letter dated 28th December, 2009 to my cherts that Crim Grih Nirman Private Limited and communicated to my clients that the Said Society had approved the Joint Venture between Vaidehi and my clients at the meeting of its Managing Committee held on 28th December, 2009.

The MHADA was possessed of and otherwise well and sufficiently entitled to a जिल्ला जिल्ल proces of parcel of land bearing Survey No. 106-A, CTS No.195 (pt), of village Andheri, in the registration sub-district of Mumbai Suburban admeasuring 399.59 square meters situated at D.N. Nagar, Andheri West (hereinafter referred to as "the Third Property") together with the office building standing thereon (hereinafter referred to as "the Third Structure"). The Third Property is more particularly described in the Third Schedule hereunder written.

COURT: HIGH COURT, AND FLOOR, BOMBAY BAR ASSOCIATION, ROOM NO -57, MUMBAI - 400 032 PHONE: 022 2267 3367 (BETWEEN 5.30 PM TO 7.30 PM)

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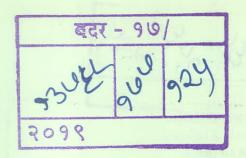
- By and under an Indenture of Lease dated 31st March, 2008, (hereinafter referred 22. to as "the Said Lease") made and executed between MHADA on the one hand and (1) Mr. Vasant Dhake and (2) Mrs. Kamal Muthuswamy Kannayya Naykar Subramanium Krishnan, (hereinafter referred to as "the Third Owners") on the other hand, MHADA has granted a lease in respect of the Said Property to and in favour of the Third Owners in respect of the Third Property, at and for the consideration and on the other terms and conditions more particularly stated therein. The Said Lease is duly registered with the Sub-Registrar of Assurances, Andheri No.3 at Bandra under no. BDR9-02774-2008.
- By and under a Sale Deed dated 31st March, 2008, made and executed between 23. MHADA on the one hand and the Third Owners herein on the other hand, MHADA has sold and transferred the Third Structure to and in favour of the Third Owners at and for the consideration and on the other terms and conditions more particularly stated therein. The said Sale Deed dated 31st March, 2008 is duly registered with the Sub-Registrar of Assurances, Andheri No.3 at Bandra under no. BDR9-02775-2008.
- In the circumstances, the Third Owners are the Lessees of MHADA in respect of the Third Property and are the sole and absolute owners of the Third Structure.
- By and under a Development Agreement dated 3rd May, 2010, made and executed 25 interalia between the Third Owners and my clients which is duly registered with the Sub-Registrar of Assurances Andheri No.4 at Bandra under number BDR15-04858-2010 (hereinafter referred to as "the Third Development Agreement").

the Third Owners granted full and exclusive development rights in respect of the Third Property to my clients at and for the consideration and on the other terms

COURT: HIGH COURT, 3RD FLOOR, BOMBAY BAR ASSOCIATION, ROOM NO.-57, MEIVBAI - 400 0) 2
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and conditions more particularly recorded therein. It is also recorded in the Third Development Agreement, that my clients would be redeveloping the First Property, the Second Property and the Third Property as an amalgamated plot of land and that the Third Property also would ultimately belong to the Said Society pursuant to completion of such construction.

- 26. Pursuant to the above, MHADA has also issued an offer letter to the Said Society dated 20th March, 2010, bearing No. CO/Arch/NOC/F-204/1786/2010 whereby MHADA has requested for payment of Premium towards development of the additional buildable area of the Third Property to be developed along with the First Property and the Second Property.
- 27. As per the provisions of the Said Joint Venture Agreement and the Third Development Agreement, my clients are now entitled to carry on full and exclusive development of the Said Property in accordance with the terms of the First Development Agreement, the Second Development Agreement and the Third Development AGreement and that the entitlement of my client viz. Lotus Grih Mirman Private Limited to develop the Said Property is clear and free from doubts and encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO

all that piece and parcel of vacant land bearing plot no.K-3 admeasuring 810.81 square meters which on plane table survey is found to admeasuring 840 sq.meters, being part of Survey No,106A of village Andheri, Taluka Amboli of Mumbai Suburban District and situated in MHADA layout at Andheri (West), Mumbai, B.S.D. land in the Registration Sub-District of Bandra and bounded as follows:

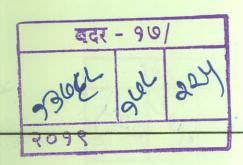
COURT: HIGH COURT/ 3RD FLOOR, BOMBAY BAR ASSOCIATION, ROOM NO -57, MUMBAI - 400 932 PHONE: 022 2267 3367 (BETWEEN 5.30 PM TO 7.30 PM)

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NOTARY, GOVERNMENT OF INDIA

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On and towards the North by

J.P.Road

On and towards the south by

Building No.K-4

On and towards the East by

K-2 Society

On and towards the West by

100 ft. wide link road

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece and parcel of vacant land bearing plot no.K-4 admeasuring 895.48 square meters (1071 Square yards). Which on plane table survey is found to admeasuring 853.25 sq.meters, being part of Survey No, 106A of village Andheri, Taluka Amboli of Mumbai Suburban District and situated in MHADA layout at Andheri (West), Mumbai B.S.D. land Chr. the Registration Sub-District of Bandra and bounded as follows:

On and towards the North by

D.N.Nagar, K-3 Societ

On and towards the south by

20 feet wide internal Road

On and towards the East by

K-1 Society

On and towards the West by

100 ft. wide link road

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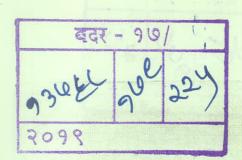
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THE THIRD SCHEDULE ABOVE REFERRED TO

All the piece and parcel of land bearing Survey No.106A, CTS No.195 (pt.), of village Andheri, in the registration sub district of Mumbai Suburban admeasuring 399.59 Square meter situated at D.N.Nagar, Andheri (West), this is to say

On and towards the North by

Building No.K-2

On and towards the south by

20 feet wide internal Road.

On and towards the East by

K-1 Society

On and towards the West by

Building No.K-4

Dated this 22nd day of February, 2011.

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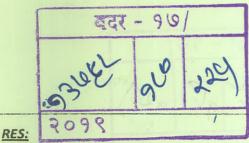
(PRABHAT GUPTA)
(B.A.; L.L.B.)

PRABHAT GUPTA
Advocate High Court

Bombay.

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ADDENDUM TO REPORT OF TITLE TO WHOMSOEVER CONCERN

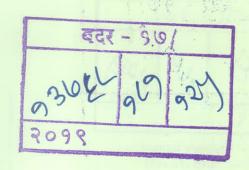
- 1. My client Lotus Grih Nirman Private Limited (hereinafter referred to as "my Client") had instructed me to investigate their entitlement to undertake the redevelopment of the property more particularly described in the First, Second and Third Schedules hereunder written (hereinafter collectively referred to as the "said Property").
- 2. Based on my investigation, I had issued a Report on Title dated 22nd February, 2011 certifying therein that my Client is entitled to carry out full and exclusive redevelopment of the said Property (hereinafter referred to as the "said Title Report"). A copy of the said Title Report is annexed hereto and marked as Annexure 'A'.
- Pursuant to my having issued the said Title Report, my Client has once again approached me and informed me of certain further events that have transpired in relation to the redevelopment of the said Property by my Client and accordingly have instructed me to issue this Addendum to the said Title Report. In the circumstances, I am issuing this Addendum based on my perusal of the documents now furnished to me by my Clients.
- 4. Based on my perusal of the additional documents furnished to me by my Client, I hereby confirm that
 - A. By and under a letter dated 20th March, 2010, bearing No. CO/Arch/NOC/F-204/1786/2010 (hereinafter referred to as "the First Offer Letter") issued by the MHADA in favour of the Neptune Co-operative Housing Society Limited

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RES:

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ADDENDUM TO REPORT OF TITLE
TO WHOMSOEVER CONCERN

- My client Lotus Grih Nirman Private Limited (hereinafter referred to as "my Client") had instructed me to investigate their entitlement to undertake the redevelopment of the property more particularly described in the First, Second and Third Schedules hereunder written (hereinafter collectively referred to as the "said Property").
- 2. Based on my investigation, I had issued a Report on Title dated 22nd February, 2011 certifying therein that my Client is entitled to carry out full and exclusive redevelopment of the said Property (hereinafter referred to as the "said Title Report"). A copy of the said Title Report is annexed hereto and marked as Annexure 'A'.
- 3. Pursuant to my having issued the said Title Report, my Client has once again approached me and informed me of certain further events that have transpired in relation to the redevelopment of the said Property by my Client and accordingly have instructed me to issue this Addendum to the said Title Report. In the Brance mustances, I am issuing this Addendum based on my perusal of the documents now furnished to me by my Clients.

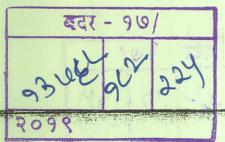
Based or any perusal of the additional documents furnished to me by my Client, I hereby confirm that

By and under a letter dated 20th March, 2010, bearing No. CO/Arch/NOC/F-204/1786/2010 (hereinafter referred to as "the First Offer Letter") issued by the MHADA in favour of the Neptune Co-operative Housing Society Limited

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(hereinafter referred to as "said Society"), MHADA has prescribed the terms and conditions including inter alia the premium payable by the said Society for the purpose of undertaking the redevelopment of the First Property (viz. immoveable property more particularly described in the First Schedule hereunder written) and the Second Property (viz. immoveable property more particularly described in the Second Schedule hereunder written) and utilisation of the applicable layout incentive Floor Space Index (hereinafter referred to as "FSI") as per the then prevailing provisions of Regulation 33 (5) (2) (c) (ii) of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to a "the DCR, 1991").

- B. By and under a letter dated 19th January, 2012 bearing number CO/MB/ARCH/NOC/F-204/99/2012 issued by MHADA to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the MCGM"), MHADA has conveyed it's no objection to the redevelopment of the said Property being undertaken as an amalgamated layout. Under the terms of the said Letter dated 19th January, 2012, MHADA has also permitted the development of the additional tit-bit land admeasuring 69.09 square meters along with the First Property, the Second Property and the Third Property, an amalgamated layout.
- C. By and under a Supplemental Agreement dated 3rd March 2012 made and executed between the said Society of the One Part and Vaidehi Aakash Housing Private Limited (hereinafter referred to as "Vaidehi") of the Other Part, certain terms and conditions of the First Development Agreement and the Second
 Development Agreement dated 25th July, 2005 were modified as more

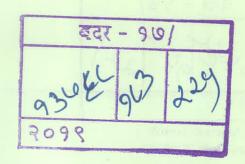
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particularly contained therein. The said Supplemental Agreement dated 3rd March 2012 is registered with the Sub-Registrar of Assurances at Andheri-3 under No.BDR9-01746 of 2012. However, my Client was neither informed of the execution of the said Supplemental Agreement dated 3rd March 2012; nor was my Client consulted prior to execution thereof.

- D. In the circumstances, in view of Vaidehi having executed the said Supplemental Agreement dated 3rd March 2012 without consent and/or concurrence and/or involvement of my Client, certain disputes arose between my Client and Vaidehi and which disputes were ultimately referred to Arbitration as per the provisions of the Joint Venture Agreement dated 26th March, 2008 (hereinafter referred to as the "said Joint Venture Agreement").
- E. During the pendency of the arbitration proceedings, my Client had moved an Application before the Hon'ble High Court of Judicature at Bombay being Arbitration Petition (Lodging) No.932 of 2012 and had therein prayed for certain interim reliefs during the pendency of the Arbitration Proceedings (hereinafter referred to as the "said Petition").
- F. During pendency of the said Petition, the disputes that arisen interse between aidehi and my Client were amicably settled and accordingly the Consent Terms date of the July 2012 were filed in the said Petition (hereinafter referred to as the said Consent Terms").

G. Under the said Consent Terms, it was interalia agreed that

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i. that my Client would abide by and comply with the terms and conditions of the Supplemental Agreement dated 3rd March 2012.

made and executed between the said Society and Vaidehi;

ii. my Client would be solely entitled to carry out the development of the said Property to the fullest extent permissible and that Vaidehi would not be entitled to the same;

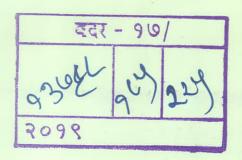
- iii. my Client would be solely entitled to create third party rights in respect the premises constructed on the said Property and that Vaidehi would not be entitled to create any such third party rights; and
- iv. the arrangement for the profit share between Vaidehi and my Client as contained in the said Joint Venture Agreement was modified as more particularly contained in clause 1 (k) of the said Consent Terms.
- H. Pursuant to execution of Third Development Agreement dated 3rd May, 2010, a revised offer letter dated 20th February. 2014 bearing reference no. CO/MP/REE/NOC/F204/241/2014 was issued by MHADA in respect of redevelopment of the said Property. Accordingly by issuance of the said Letter dated 20th February, 2012 the terms of First Offer Letter referred to above stood modified to the extent as mentioned in the said Letter dated 20th February, 2014.
- My Client had made an application to the MCGM for sanction of plans for carrying out construction of a new multistoried building on the said Land and based on such application, the MCGM had approved plans for construction on

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the said Land and had issued to my Client an Intimation of Disapproval dated 12th April 2007 bearing number CE/9041/WS/AK of 2007 (hereinafter referred to as "the IoD"). Pursuant to issuance of IoD, my Client has applied for amendments to the approved plans from time to time and the same have been approved from time to time by the MCGM viz. vide letters dated 26th November, 2010 4th May, 2011 and 4th January, 2013.

- J. Pursuant to an application made by my Client to the MCGM, the MCGM had issued to and in favour my Client, a Commencement Certificate dated 03rd August 2009 bearing number CE/9041/WS/AK and thereby has permitted my Client to commence construction of the new building on the said Land in accordance with the plans approved by the MCGM along with the IoD (hereinafter referred to as "the CC"). The CC has been revalidated from time to time including inter alia in terms of the amended plans approved MCGM.
- K. As per the IoD and approved plans and the plans to be further approved hereafter, my Client shall be constructing inter alia a multistoried building on the said Land (hereinafter referred to as "the Proposed Building").
- 5. In the circumstances, I am of the opinion that my Client are entitled to undertake redevelopment of the said Property in terms of what is stated in the said Title Report

read with this Addendum and to construct the Proposed Building in accordance with the approved plans and permissions issued by MHADA, the MCGM and other concerned authorities as mentioned herein and further as may be issued hereafter.

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ADVOCATE, HIGH COURT

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6. All capitalized terms used herein but not specifically defined herein and defined in the said Title Report shall have the same meanings as assigned to such capitalized terms in the said Title Report, unless the contrary intention appears.

THE FIRST SCHEDULE ABOVE REFERRED TOR 099

All that piece or parcel of vacant land bearing plot no.K-3 admeasuring 862.01 square meters which on plane table survey is found to admeasuring 840 square meters, being part of Survey No.106A of Village Amboli, Taluka Andheri of Mumbai Suburban District and situated in MHADA layout at Andheri (West), Mumbai and bounded as follows:

On and towards the North by

J.P. Road

On and towards the South by

Building No.K-4

On and towards the East by

K-2 Society

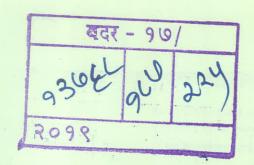
On and towards the West by : 100 ft wide link road

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of vacant land bearing plot no.K-4 admeasuring 895.48 square meters (1071 Square Yards) which on plane table survey is found to admeasuring 853.25 square meters, being part of Survey No.106A of Village Amboli, Taluka Andheri of Mumbai Suburban District and situated in MHADA layout at Andheri (West), Mumbai and

bounded as follows:

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On and towards the North by

D.N. Nagar, K-3 Society

On and towards the South by

20 feet wide internal Road

On and towards the East by

K-1 Society

On and towards the West by

100 ft wide link road

THE THIRD SCHEDULE ABOVE REFERRED TO

All the piece or parcel of land bearing Survey No.106A, CTS No.195(pt) of Village Amboli, Taluka Andheri in the Registration Sub District of Mumbai Suburban admeasuring 399.59 square meter situated at D.N. Nagar, Andheri (West) and bounded as follows.

:

On and towards the North by

Building No.K-2

On and towards the South by

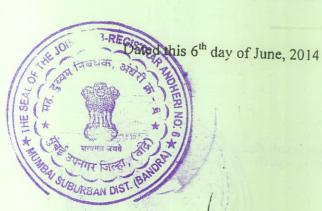
20 feet wide internal Road

On and towards the East by

K-1 Society

On and towards the West by

Building No.K-4



(PRABHAT GUPTA)
PRABHAT GUPTA
ADVOCATE HIGH COURT
MUMBAI

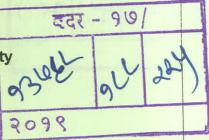
COURT: HIGH COURT, 3ND FLOOR, BOMBAY BAR ASSOCIATION, ROOM NO.57, MUMBAI - 400 032
PHONE: 022 22673367 (BETWEEN 5.30 TO 7.30 PM)



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

[See rule 6(a)]



This registration is granted under section 5 of the Act to the following project under project registration number : P51800005163

Project: Lotus Link Square, Plot Bearing / CTS / Survey / Final Plot No.: Survey No.106A Plot no. K-3, K4, OB5at Andheri, Andheri, Mumbai Suburban, 400053;

- Lotus Grih Nirman Private Limited having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin: 400053.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
 allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
 (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
 of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 OR

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

- The Registration shall be valid for a period commencing from 10/08/2017 and ending with 31/12/2019 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

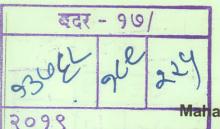
Signature valid
Digitally Signed by
Dr. Vasant Fremanand Prabhu
(Secretary, MahaRERA)
Date:8/10/2017 6:05:52 PM

Dated: 10/08/2017 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority



grel







Matarashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

FORM 'F' [See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: Project: Lotus Link Square, Plot Bearing / CTS / Survey / Final Plot No.: Survey No.106A Plot no. K-3, K4, OB5at Andheri, Andheri, Mumbai Suburban, 400053; registered with the regulatory authority vide project registration certificate bearing No P51800005163 of

- Lotus Grih Nirman Private Limited having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin: 400053.
- 2. This renewal of registration is granted subject to the following conditions, namely:-
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
 allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real
 Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents,
 Rates of Interest and Disclosures on Website) Rules,2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 OR

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

- The registration shall be valid up to 30/12/2020 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action
 against the promoter including revoking the registration granted herein, as per the Act and the rules and
 regulations made there under.

Signature valid

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

Dated: 30/04/2019 Place: Mumbai

3-REGISTRATE SEAL OF THE SEAL

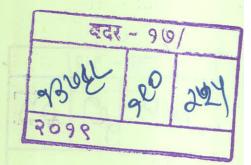
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MUNICIPAL CORPORATION OF GREATER MUMBAI APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[CE/9041/WS/AK of 31 August 2017]



To,
M/S. LOTUS GRIH NIRMAN PVT LTD C.A. TO NEPTUNE CHS LTD
CTS NO. 195, VILLAGE ANDHERI AT JUNCTION OF LINK ROAD, J.P.ROAD, D.N.NAGAR, ANDHERI (W) MUMBAI 400
053..

Dear Applicant/Owners,

The Part development work of Resi+comm building comprising of Basement for water tanks + Ground floor (pt) for I.T. Office and (pt) for parking + 1st floor for fitness center + 2nd to 19th floor for residential users and Basement for storage of shops and utility + Ground floor (pt) for shops user and (pt) for convenience shopping (for rehab tenants) in Commercial Wing on plot bearing C.S.No./CTS No. 195(PT) of village ANDHERI-KW at D.N.NAGAR METRO STATION is completed under the supervision of Shri. JITENDRA GOVIND DEWOOLKAR, Licensed Surveyor, Lic. No. D/294/LS, Shri. NIKHIL SURESH SHANGHVI, RCC Consultant, Lic. No. STR/S/193 and Shri. SANDIP SAKPAL, Site supervisor, Lic.No. S/744/SS - I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. FB/HR/R -II/434 dated 14 February 2017.

It can be occupied with the following condition/s.

- 1)That all IOD conditions shall be complied with before full OCC.
- 2) That you shall not apply for any further OC without installation of mechanized parking system as per approved plan.
- 3) That the undertaking/indemnity bond submitted by you shall be binding on you, your legal heirs, successors, administrators and whosever derives title from you.

Copy To:

- 1. Asstt. Commissioner, K/W Ward
- 2. A.A. & C. , K/W Ward
- 3. EE (V), Western Suburb I
- 4. M.I., K/W Ward
- 5. A.E.W.W., K/W Ward

Document certified by Prakash Rajaram Rasal <rasalprakash@ya in>

Name : Prakash R Rasal

Designation : Ex ve Engil

Organ n nicipal Corpora reater Mumbai

Date: 31-Aug-2017 21: 24:24

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

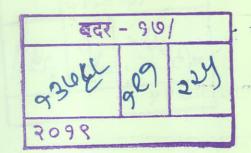
CE/9041/WS/AK

gard

B-REGION 9:23:15 PM

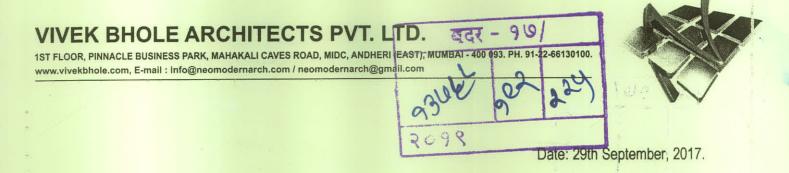
REPINO

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T:





Sub: Proposed Redevelopment of Existing Building of k3, k4 and OB-5 at c.t.s. No.195(pt) of village Andheri, D.N. Nagar MHADA layout, Andheri (west) Mumbai, Pin-400053

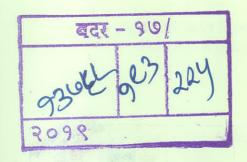
CARPET AREA STATEMENET AS PER RERA

COMMERCIAL RERA CARPET AREA (AREA IN SQ.MT.)										
FLOORS/UNIT	1	2	3	4	5	6	7	8 /	9	10
GROUND	414.5	22.3	12.53	128.33		379				
1ST FLOOR	73.99	72.8	144.82	427.74						
2ND FLOOR	72.82	74	206.1	102.28	106.1	172.1	34.6	28.44		
3RD TO 6TH PODIUM					1245					
FLOOR										
7TH FLOOR	74.56	50.6	154.80	155.60	71.54	51.11	71.5	54.57	REFUGE	
8TH FLOOR	74.56	55.6	149.88	155.60	67.35	51.10	67.4	51.49	125.61	
9TH FLOOR	74.56	50.6	154.80	155.60	67.35	51.10	67.4	51.49	125.61	
10TH FLOOR	74.56	50.6	154.80	155.60	71.54	51.11	67.4	51.49	84.17	31.17
11TH FLOOR	74.56	50.6	154.80	155.60	67.35	51.10	67.4	51.49	125.61	
12TH FLOOR	74.56	50.6	154.80	155.60	67.35	51.10	67.4	51.49	125.61	
13TH FLOOR	74.56	50.6	154.80	155.60	67.35	51.10	67.4	51.49	.125.61	
14TH FLOOR	74.56	55.6	149.88	155.60	67.35	51.10	89.3	REFUGE		
15TH FLOOR	74.56	50.6	154.80	155.60	67.35	51.10	67.4	51.49	125.61	
16TH FLOOR	74.56	50.6	154.80	155.60	67.35	51.10	67.4	51.49	125.61	
17TH FLOOR	74.56	50.6	154.80	155.60	67.35	51.10	67.4	51.49	125.61	
18TH FLOOR	74.56	50.6	154.80	155.60	67.35	51.10	67.4	51.49	125.61	

For Vivek Bhole Architects Pvt. Ltd.,

Ar. Vivek J. Bhole - CMD CA/95/18735







नगर रचना आणि मुल्यनिर्धारण विभाग मुंबई प्रदेश(मुल्यांकन),

जा.क्र.उसंनर/मुंप्र(मु)/ ४८७

जुने जकात गृह,डी.डी.ईमारत, 1 ला मजला,शहीद भगतसिंग मार्ग, फोर्ट, मुंबई — 400023. दिनांक:-27/07/2017.

प्रति,

अंधेरी क्र. 6, मुंबई उपनगर जिल्हा.

विषय :- मुल्यदर विभाग निश्चित करुन मिळणेबाबत. मौजे अंधेरी, ता.अंधेरी सिटीएस क्र.195(पैकी) LIG K-3 ते K-5 न्त्राधी कुछ कुथी २०१९

संदर्भ :- 1. आपले पत्र क्रमांक झोन निश्चिती /429/2017, दि. 07/06/2017.

- 2. " नेप्चूयन " को. ऑप. हौ. सो. लि. डी. एन. नगर, अंधेरी (प) यांचा दि. 31/05//2017 रोजीचा अर्ज आपले नावे
- 3. मा. सह संचालक नगर रचना(मूल्यांकन)पुणे यांचे पत्र क्रमांक सहसंनर(मु)पु/मौ.अंधेरी/ सिसनं 195/762, दि.25.7.2017.

विषयांकित प्रकरणी आपल्या संदर्भाधिन पत्र क्र 1 च्या अनुषंगाने संदर्भ क्र.3 नुसारचे मा. सह संचालक नगर रचना(मुल्यांकन) महाराष्ट्र राज्य, पुणे यांचे मार्गदर्शन विचारात घेवून खालील तक्त्यात नमूद केल्याप्रमाणे मिळकतीचा मुल्यदर विभाग निश्चित केला आहे. तरी त्याप्रमाणे मुल्यदर विभाग विचारात घेऊन प्रकरणी आवश्यक ती कार्यवाही करण्यात यावी.

जिल्हा :- मुंबई उपनगर

तालुका :- अंधेरी

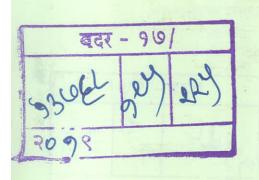
मौजे गांव:- अंधेरी

अ.क्र	मिळकतीचे वर्णन	कोणत्या विभागातून वगळणे तो मुल्यदर विभाग क्रमांक	ज्या विभागात समाविष्ट करावयाचा तो मुल्यदर विभाग क्रमांक	कोणत्या वर्षासाठी	शेरा
1	2 मौजे. अंधेरी येथिल सि. टी. एस. क्र. 195 (पार्ट) डी. एन. नगर LIG K-3 ते K-5		39/198	2017-18	6 मौजे अंधेरी येथील सि. टी. एस. क्र. 195 (पै) डी. एन. नगर मधील म्हाडा विद्यमान रेखांकनामधील मिळकत अंधेरी विभागातील मूल्यदर विभाग क्र. 39/198 व 39/198A, या वेगवेगळया दोन विभागात अंतर्भूत आहे. तथापि संदर्भित अर्जात नमुद केलेल्या जागेचे स्थान हे मूल्यदर विभाग क्र. 39/198 मध्ये समाविष्ट आहे.

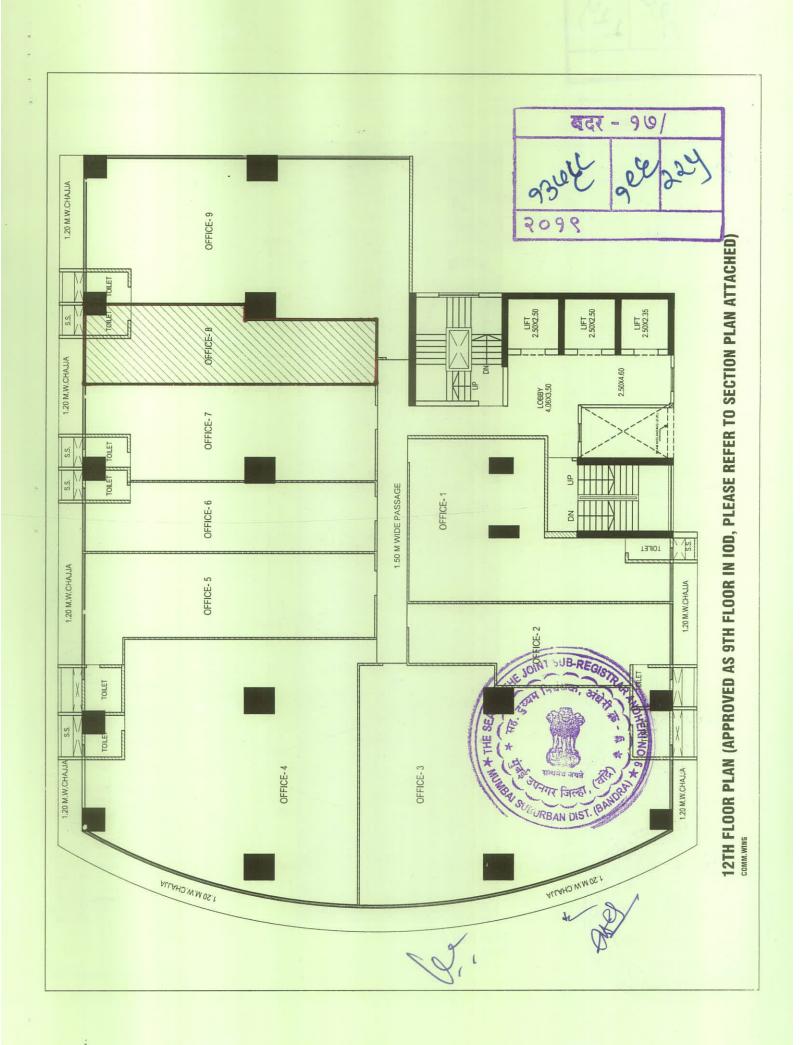
उपसंचालक, नगर रचना मुंबई प्रदेश(मुल्यांकन) मुंबई

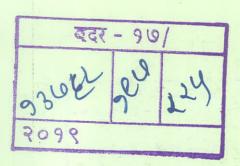
steno/technical/chandanshiv TP

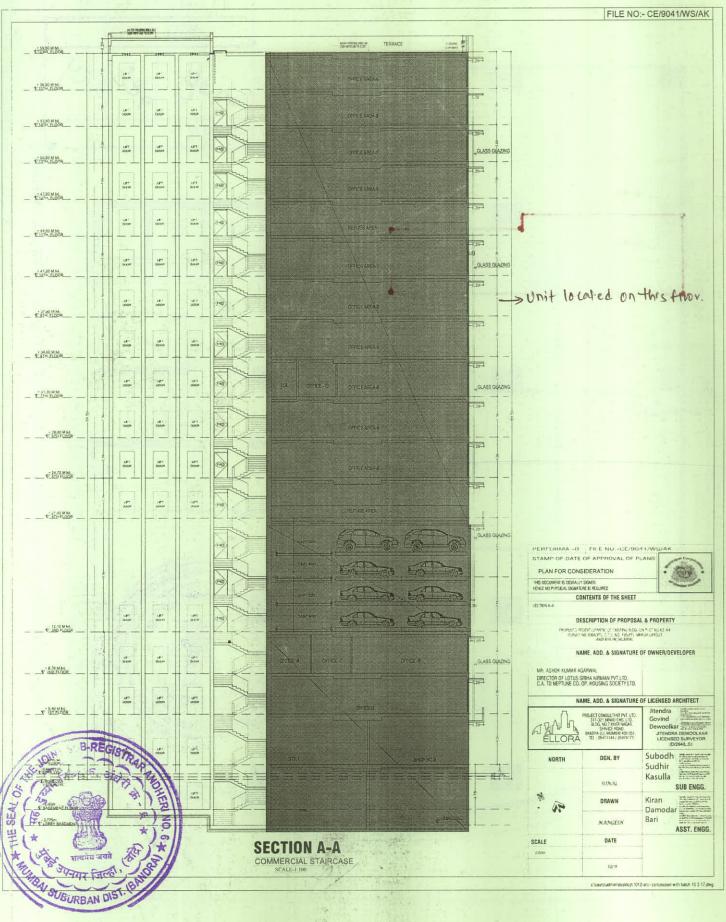


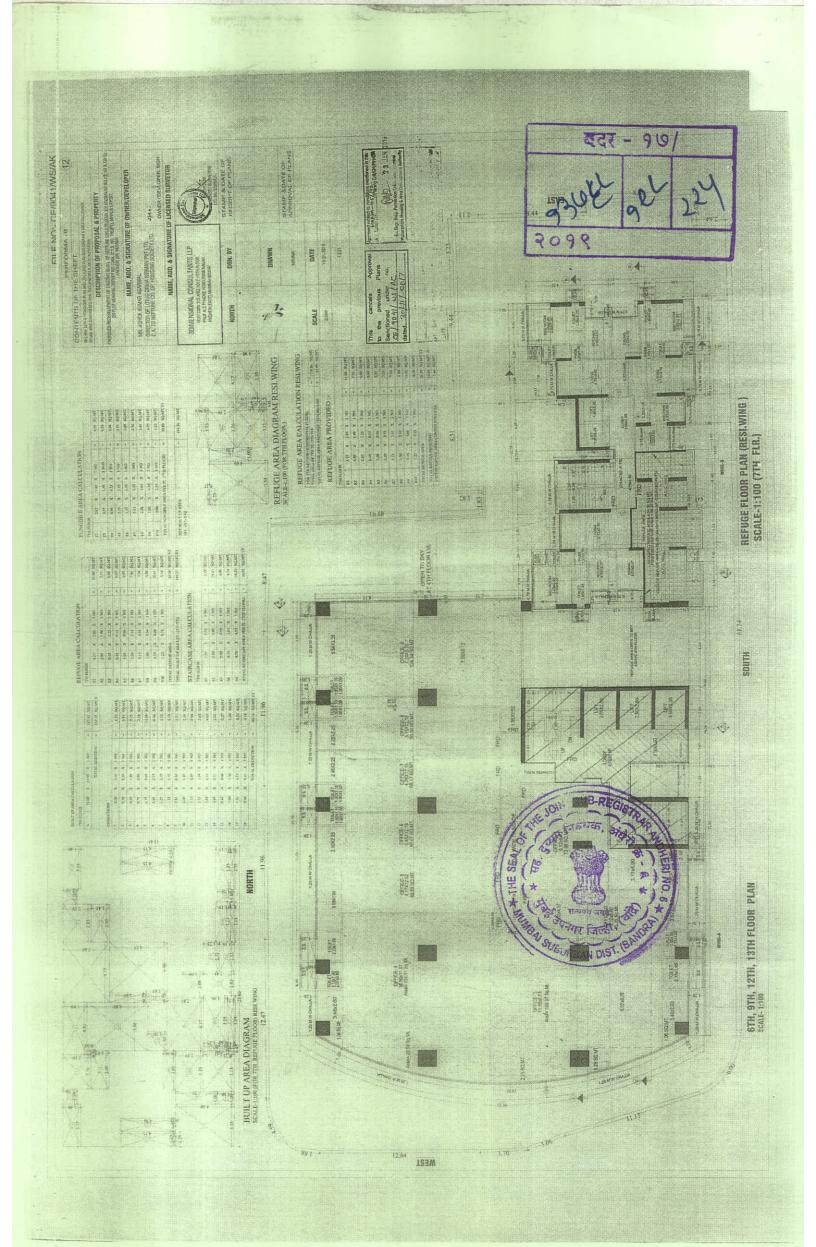


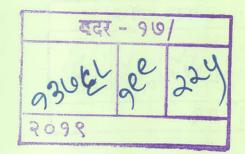












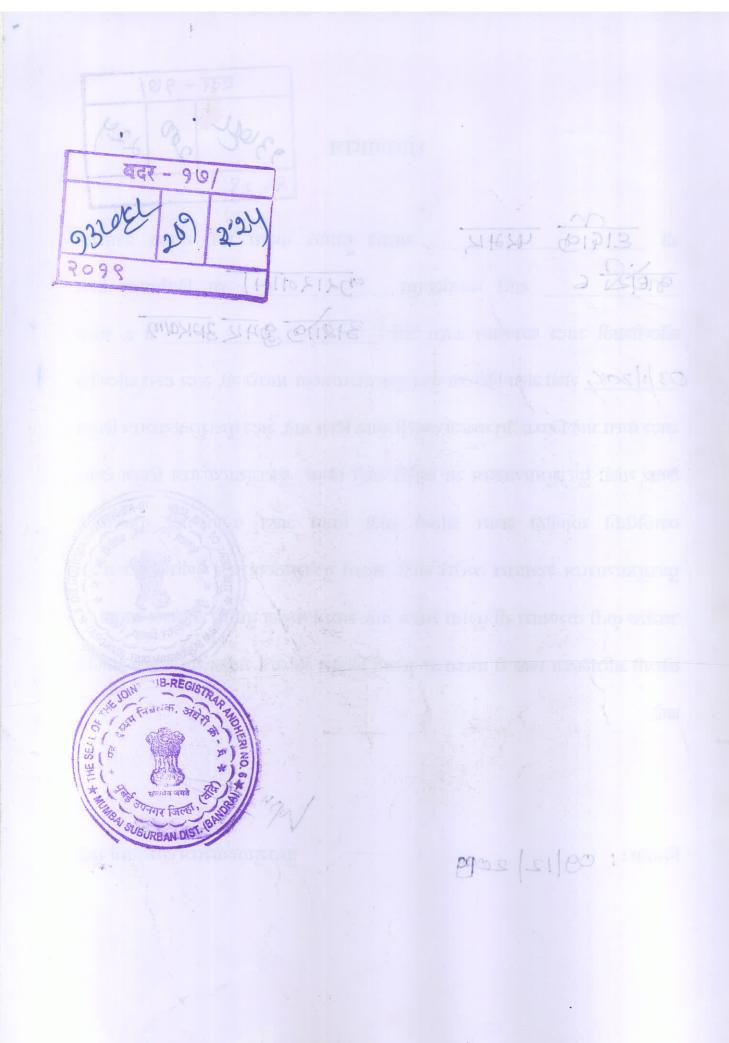


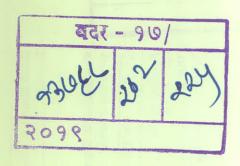
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दिनांक: ; ७९ | 12 | २०१

कुलमुखत्यारपत्र धारकाची सही





P

HILLENISH THE PARTY

Friday, January 03 ,2014 5:49 PM पावती

Original/Duplicate नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 92

दिनांक: 03/01/2014

गावाचे नावः जुहू

दस्तऐवजाचा अनुक्रमांकः वदर15-87-2014

दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: अशोक कुमार - अगरवाल नोंदणी फी

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 15 ₹. 100.00

₹. 300.00*

एकूण:

₹. 408.00

आपणास मूळ दस्त ,थंबनेल प्रिंट व सीडी अंदाजे 6:05 PM ह्या वेळेम मिळेल.

सह मुनि अंधेरी 4

बाजार मुल्य: रु.1 /-

भरलेले मुद्रांक शुल्क: रु. 500/-

मोबदलाः ह.01-

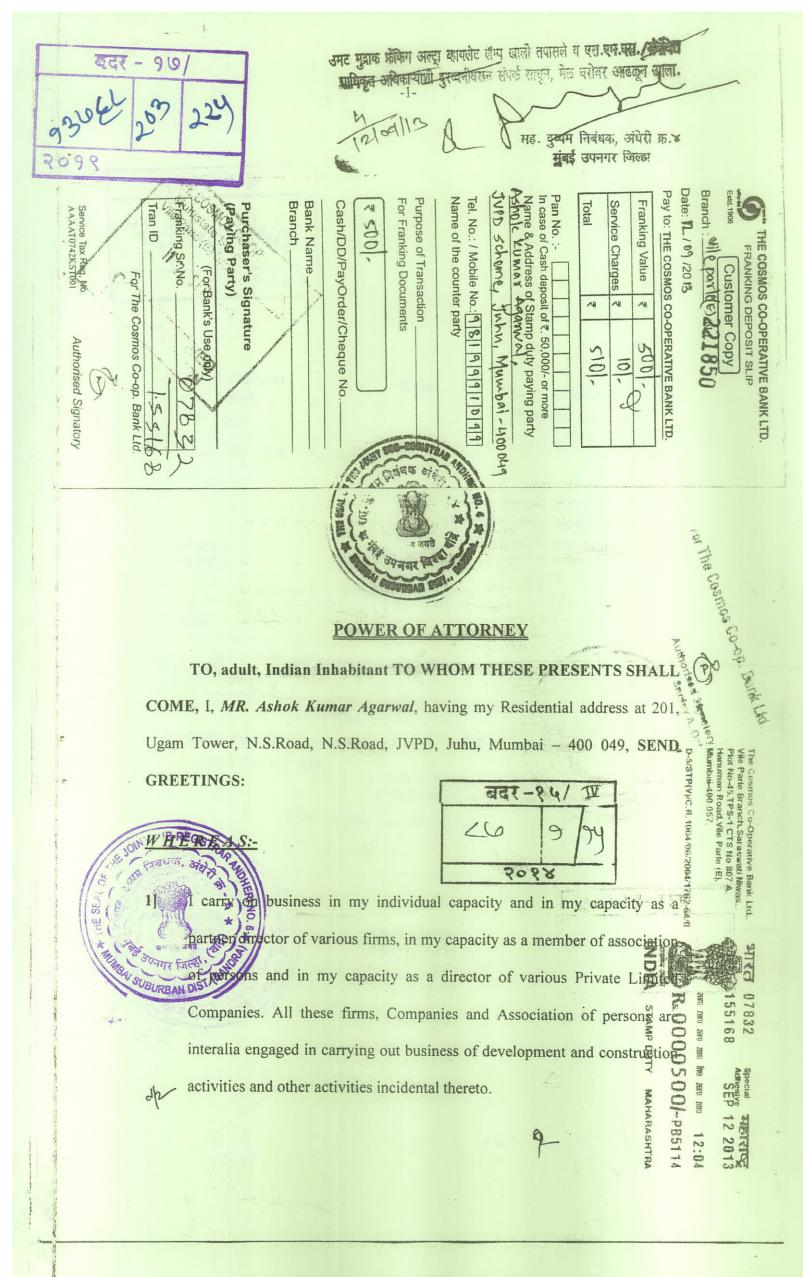
सह. दुय्यम निबंधक अंधेरी-४ मुंबई उपनगर जिल्हा.

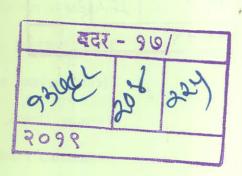
1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 300/-

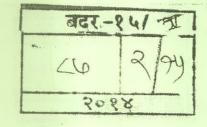
After der Afgerend







POWER OF ATTORNEY दस्ताचा प्रकार (Nature of Document) दस्त नोंदणीचा तपशिल (Registration Details) Registrable Name of S. R.O... Registrable / Non Registrable ANDheri ठशाचा युनिक नंबर (Franking Unique No.) ... भिळकतीचे थोडक्यात वर्णन (Property Discription in brief) ... भोबदला रक्कम (Consideration Amount).... मुद्रांक खोदीदाराचे नाव पक्षकार-१ नाव ASHEK KUMAR Agrawal दस्तानील दुसऱ्या पक्षकाराचे नांव (Name of the other Party)...... HARDIK PARMAR ्ये असल्यास नांच व पत्ता (१९९७) Name & Address) १ न शुल्काची रक्कम (Stamp Duty Amt.) U (in words) Rs ... For The Cosmos शहरकान्याची पूर्ण स्वासरी व शिवका rerson's full Signature &





deliver various documents including but not limited to Agreements,

Memorandum of Understanding, Undertakings, Indemnity Bonds,

Various Deeds, Conveyances, etc. (hereinafter referred to as "the Documents") and have the same registered according to law.

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 documents so executed by me in my capacity as stated in recital I above and as such I am desirous of appointing some fit and proper person for attending the office of the concerned Sub-Registrar of Assurances for admitting execution of the executed by me.

NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT

I, ASHOK KUMAR AGARWAL, do hereby nominate, constitute and appoint

HARDIK PARMAR, having his address at 419, Laxmi Plaza

Estate, New Link Road, Andheri (W), Mumbai- 400 053; to be reverue and lawry.

Attorney for me, in my name and on my behalf to do only the following acts deeds, matters and things as specifically stated hereinafter.

1. To present the Documents executed by me in my aforesaid capacities including my personal capacity and to admit execution thereof before the concerned Sub-Registrar of Assurances, and to have the Pocuments registered according to law and to do all other acts deeds.

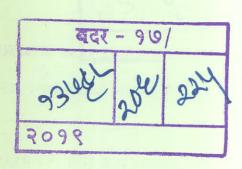
things necessary and convenient for all or any of the purposes aforesaid and for giving full effect to the authority herein before

ENERALLY TO DO AND PERFORM all acts, deeds, matters and

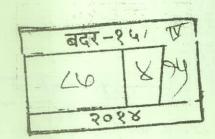
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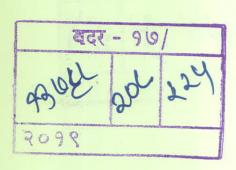




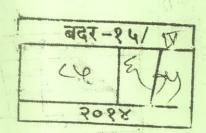


3. And I hereby agree to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of these IN WITNESS WHEREOF I have hereunto put my hand at Mumbai this SIGNED & DELIVERED BY Withinnamed Ashok Kumar Agarwal I ACCEPT: HARDIK PARMAR In the presence of 1. Pradeep Rai

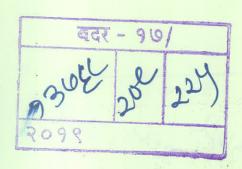
2. Subdosh Gole 3088





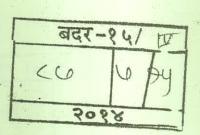


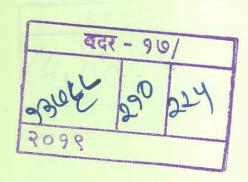




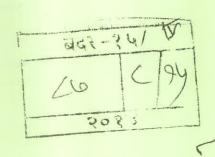




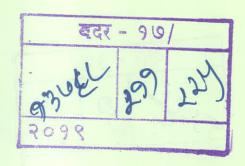


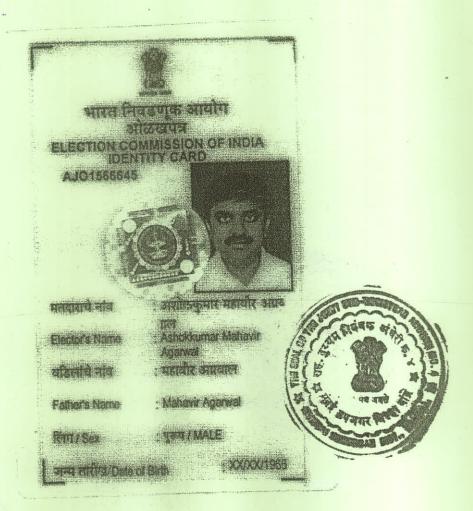




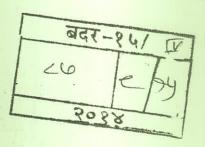


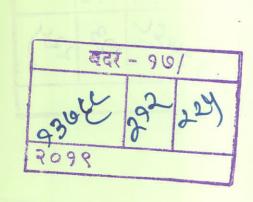




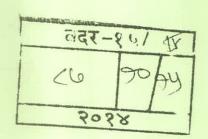




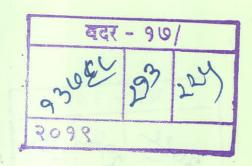










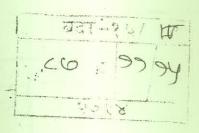


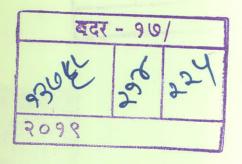
AUQ1568645

THE STATE WHICH SIZES OF THE REPORT OF THE RESIDENCE OF THE RE

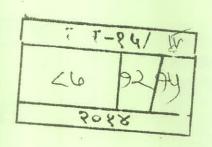




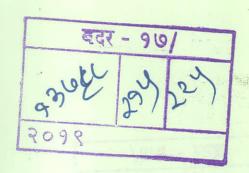






















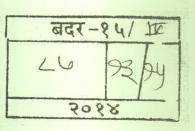
SINCIPATE CAMENT SUBHASH DAGADU GOLE

DAGADU HARI GOLE

05/05/1987

Perminant Account Number AMIQPG3515J

Signature



Summary1 (GoshwaraBhag-1)

शुक्रवार,03 जानेवारी 2014 5:49 म.नं.

दस्त गोषवारा भाग-1

वदर15

दस्त क्रमांक: 87/2014

दस्त क्रमांक: वदर15 /87/2014

बाजार मुल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

पावती:92

पावती दिनांक: 03/01/2014

दु. नि. मह. दु. नि. वदर15 यांचे कार्यालयात

अ. क्रं. 87 वर दि.03-01-2014

रोजी 5:45 म.नं. वा. हजर केला.

नोंदणी फी

₹. 100.00

दस्त हाताळणी फी

₹. 300.00

पृष्टांची संख्या: 15

सादरकरणाराचे नाव: अशोक कुमार - अगरवाल

दस्त हजर करणाऱ्याची सही:

SUBURBAN DIS

एकुण: 400.00

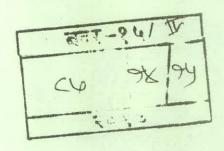
दस्ताचा प्रकारः कुलमुखत्यारपत्र

मुद्रांक शुल्क: a जेव्हा तो प्रतिफलार्थ देण्यात आलेला असून@ त्यामुळे कोणतीही स्थावर मालमत्ता विकण्याचा प्राधिकार मिळत असेल तेव्हा

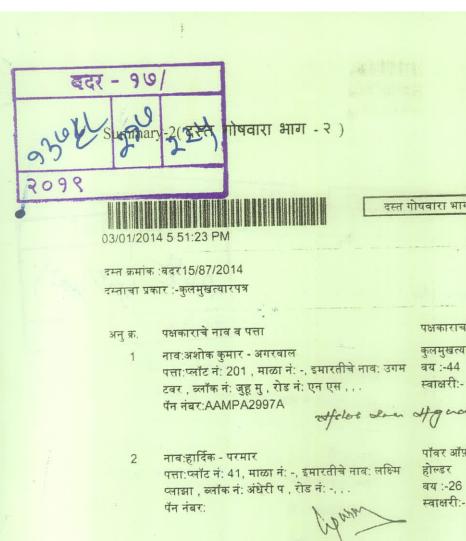
शिक्का क्रं. 1 03 / 01 / 2014 05 : 45 : 04 PM ची वेळ: (सादरीकरण)

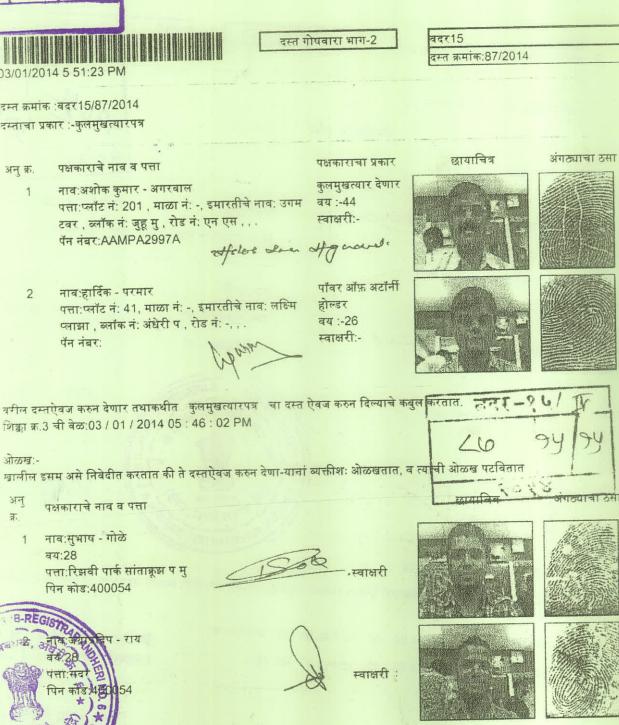
शिक्का कं. 2 03 / 01 / 2014 05 : 45 : 19 PM ची वेळ: (फी)

अनिशत करणेत येते की, या दस्तामध्ये एकूण......पाने आहेत.











ओल्क्खः-

पक्षकाराचे नाव व पत्ता

पत्ताःरिझवी पार्क सांताकूझ प मु

नाव:सुभाष - गोळे

पिन कोड:400054

वय:28

शिक्का क्र.4 ची वेळ:03 / 01 / 2014 05 : 46 : 37 PM

शिक्का क.5 ची विक:03/101 L2014 05: 46: 47 P. महे.दु.नि.अंधेरी

बदर-१५/ ८७ १२०१४ पुस्तक क्रमां क 🛴 वर नोंदला.

दिनांक: 319191

सह व्याम निवंधक, अधेरी क. %7/2014 ow Your Rights as Regustiant मुंबई उपनगर जिल्ला.

through thumboail (4 pages on a side) printout after scanning. 1. Verify Scanned Document for correctness

2. Get print and mini-CD of scanned document along with original document, immediately after registration. For feedback, please rile to us at feedback isarita@gmail.com

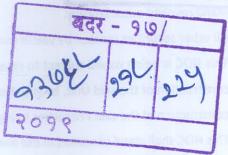
iSarita v1.3.0



Ref: CF/VV/2019-20/1056

To
Lotus Grih Nirman Private Limited
13th Floor, Lotus Trade Centre,
New Link Road, Andheri West,
Mumbai
("Borrower/Mortgagor")

Date: December 6, 2019



Sub: No Objection Certificate ("NOC") for transfer of Unit: No.- 1208, of "Lotus Link Square" situated at DN Nagar, Andheri West, Mumbai.

Dear Sir,

We have received your request by letter dated 5.12.2019 for seeking our No Objection for transfer of unit space mortgaged with us, details of which are mentioned as under:

Unit No: 1208

RERA Carpet Area: 554 Sq. ft.

Name of Purchaser: Mr. Umesh Sadashiv Munde & Mr. Saumil Viren Shah

Total Sale Consideration: Rs. 86,79,204/-

Amount Received: Rs. 52,30,872/-Balance to be received: Rs. 34,48,332/-

We hereby convey our No Objection for transfer of above unit by way of sale, subject to the compliance of the following conditions, if below mentioned conditions are not complied then this No Object Certificate stands revoked:

1. This NOC for sale of above unit is restricted for sale to name(s) stated above.

2. The Borrower/Mortgagor shall ensure that copy of this No Objection Certificate shall be intimated to the Purchaser and all consideration received/to be received from the Purchaser shall be directly deposited in the account as mentioned in clause 3 herein below by the Lender.

 The Total Sale Consideration shall be deposited in the Escrow Account No. 00190350000217 maintained with HDFC Bank to be utilized as per our terms & conditions.

4. Our first charge on the above-mentioned unit will continue till deposit of entire sale consideration in above account.

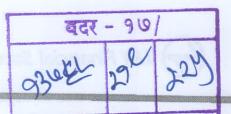
L&T Finance Limited Correspondence Address Brindavan, CST Road, Kalina, Santacruz (East) Mumbai 400 098 Registered Office

7th Floor, Technopolis, A-Wing Plot No 4, Block-BP, Sector-V Salt Lake, Kolkata 700 091 CIN: U65910WB1993FLC060810

T +91 22 6212 5000 E customercare@ltfs.com

Mumbai

www.ltfs.com





25 dnothe event, the sale is cancelled for any reason, whatsoever at any time; this NOC shall stand revoked automatically.

- 6. All other securities created by you in our favor shall remain in force.
- 7. This NOC is being issued subject to receipt of all permissions / approvals / sanctions for construction of the said Unit, by you, from the concerned competent authorities and the construction of the said Properties being in accordance with the approved plans.
- 8. This NOC shall stand cancelled in the event of non-receipt of all permissions / approvals / sanctions, for constructions of the said unit by you, from the concerned competent authorities.
- 9. This NOC is issued on behalf of L&T Finance Ltd.

Unit No: 1208

RERA Carpet Area: 554 Sq. ft.

Name of Purchaser: Mr. Umesh Sadashiv Munde & Mr. Saumil Viren Shah

Total Sale Consideration: Rs. 86,79,204/-

Amount Received: Rs. 52,30,872/-

Balance to be received: Rs. 34,48,332/-

10. Any other NOC/s issued earlier against the unit mentioned above stands revoked.

inance

Mumbai

Thanking you,

For L&T Finance Ltd

Authorised Signato

UBURBAN DI

L&T Finance Limited

Brindavan, CST Road,

Mumbai 400 098

Kalina, Santacruz (East)

Correspondence Address

Registered Office

7th Floor, Technopolis, A-Wing Plot No 4, Block-BP, Sector-V Salt Lake, Kolkata 700 091 CIN: U65910WB1993FLC060810

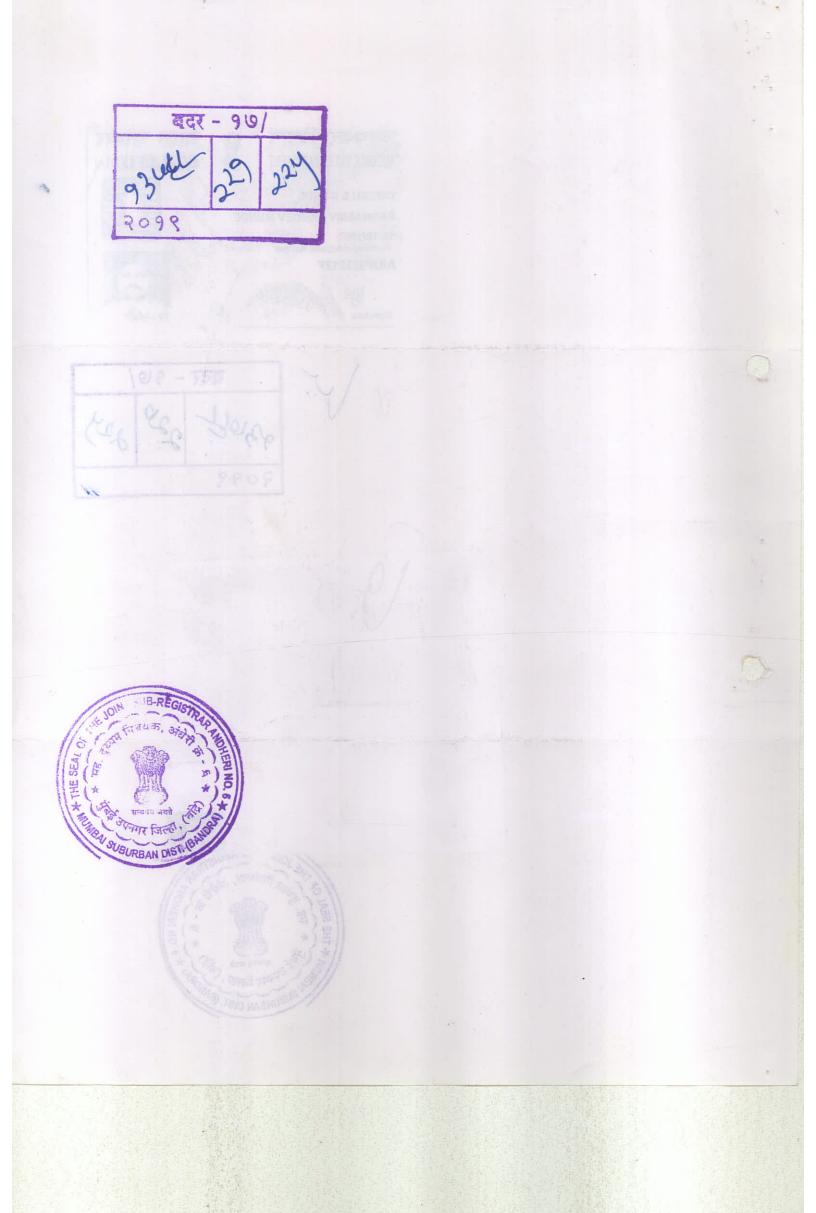
T+91 22 6212 5000 E customercare@ltfs.com

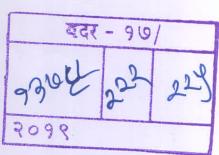
www.ltfs.com



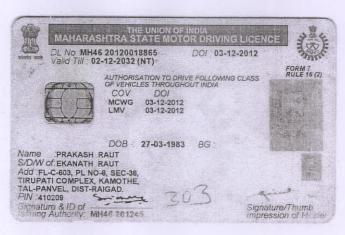
7, 93/06/ 229 227) 2099













Summary1 (GoshwaraBhag-1)

513/13768

सोमवार,09 डिसेंबर 2019 6:04 म.नं.

दस्त गोषवारा भाग-1

बदर17

दस्त क्रमांक: 13768/2019

दस्त क्रमांक: बदर17 /13768/2019

बाजार मुल्य: रु. 1,58,30,684/- मोबदला: रु. 86,79,204/-

भरलेले मुद्रांक शुल्क: रु.9,50,000/-

दु. नि. सह. दु. नि. बदर17 यांचे कार्यालयात

अ. क्रं. 13768 वर दि.09-12-2019

रोजी 6:01 म.नं. वा. हजर केला.

पावती:14424

पावती दिनांक: 09/12/2019

सादरकरणाराचे नाव: उमेश सदाशिव मुंडे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

₹. 4500.00

पृष्टांची संख्या: 225

एक्ण: 34500.00

दस्त हजर करणाऱ्याची सही:

उपनगर जिल्हा.

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

शिक्का क्रं. 1 09 / 12 / 2019 06 : 01 : 17 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 09 / 12 / 2019 06 : 03 : 47 PM ची वेळ: (फी)

प्रतिज्ञापत्र

एवं । प्रोप्ता हा वीदणी कायदा १९०८ शिवर्षक अस्पील्या वस्तुक्षेतु समय चेंटणीस ए एस पेलेला आहे. क्लानीत घट पर निष्ण क व्यक्ती, हा नीहर व मोता लोजरोल, कार्य प्रश्नियों गुल्य तनायक 🤟 एकर्ट सलाव वैधना

कान स्तीर वार्वीसाठी दस्त ।नेप्यत्रक च कपुरवाना क ज सपुणपर्यो जयानदार राष्ट्रयती

लिह्न देणारे (दिनांकासहीत स्वाक्षरी)

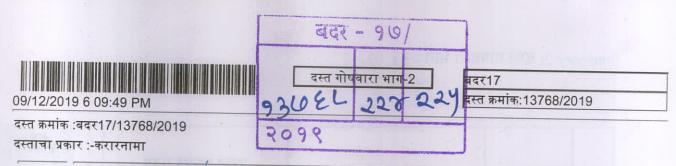
लिहुन घेणारे (दिनांकासहीत स्वाक्षरी)

प्रमाणित करणेत बेते की, बा दस्तामध्ये एू, ण. २२ ५ .पाने आहेत

> नबंधक, अंधेरी क्र. ६ मुंबई उपनगर जिल्हा

2099

B-REGIS



अनु क्र. पक्षकाराचे नाव व पत्ता

> नाव:लोटस गृह निर्माण प्रा लि चे संचालक अशोक कुमार अगरवाल तर्फे मुख्यत्यार हार्दिक परमार पत्ता:प्लॉट नं: ऑफिस 1301, माळा नं: -, इमारतीचे नाव: लोटस ट्रेंड सेंटर, ब्लॉक नं: अंधेरी पश्चिम मुंबई रोड नं: न्यू लिंक रोड, महाराष्ट्र, मुंबई. पॅन नंबर:AABCL0864D

2 नाव:उमेश सदाशिव मुंडे पत्ता:प्लॉट नं: सदनिका नं सी-601,प्लॉट नं 37, माळा वय :-52 नं: -, इमारतीचे नाव: मयुरेश कॉसमोस , ब्लॉक नं: सीबीडी नवी मुंबई , रोड नं: सेक्टर नं 11, महाराष्ट्र, रायघर(एमएच). पॅन नंबर:AIUPM3512F

3 नाव:सौमिल विरेन शाह पत्ता:जी-501, -, सेरेनीटी कॉम्प्लेक्स, अंधेरी पश्चिम मुंबई, ओशिवरा पोलिस स्टेशन च्या मागे , जोगेश्वरी वेस्ट, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:BXNPS1534C

पक्षकाराचा प्रकार लिहन देणार वय:-32 स्वाक्षरी:-

लिहन घेणार स्वाक्षरी:-

लिहून घेणार वय:-29 स्वाक्षरी:

छायाचित्र













वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:09 / 12 / 2019 06 : 07 : 33 PM

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

अनु पक्षकाराचे नाव व पत्ता 豖.

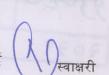
1 नाव:तुषार क्षीरसागर पत्ता:शॉप नं.17 बी सागर टॉवर जोगेश्वरी पश्चिम मुंबई पिन कोड:400102

छायाचित्र

अंगठ्याचा ठसा

SUBURBAN DIS

नाव:प्रकाश राऊत पत्ता:शॉप नं.17 बी सागर टॉवर जोगेश्वरी पश्चिम मुंबई पिन कोड:400102











सर्व साक्षीदारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढील

Sr. No.	Identifier Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)	
1	साक्षीदार तुषार क्षीरसागर	09/12/2019 06:08:56 PM	तुषार अशोक क्षीरसागर M XXXX XXXX 7941	
100		State Francis Of State of Stat		

iSarita v1.5.0

Summary-2(दस्त गोषवारा भाग - २)

2 साक्षीदार प्रकाश राऊत 09/12/2019 06:09:10 PM प्रकाश एकनाथ राऊत M XXXX XXXX 9881

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

सह र नि का अंधेरी-6

पुंची उपनगर जिल्हा EPayment Details.

Sr.	Epayment Number	Defacement Number
1	MH009272808201920M	0004789544201920
2	0912201911631	0912201911631D
3	0912201911594	0912201911594D
4	0912201911570	0912201911570D

13768 /2019

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बदर-१७/-930EL /२०१९ पुस्तक क्र.१, क्रमांक 9.30EL ...तर नोंदला. दिसांकमाहे (5.2162.309९

सह यम निबंधक, अंधेरी क्र.६ मुंबई उपनगर जिल्हा बदर - १७। 930EL २२५ २२५ २०१९





11/12/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 6

दस्त क्रमांक : 13768/2019

नोदंणी : Regn:63m

गावाचे नाव: अधेरी

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

8679204

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद्र करावे) 15830684.1

(4) भू-मापन,पोटहिस्सा व घरक्रमांक . (असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: युनिट नं 1208, माळा नं: 12 वा मजला, इमारतीचे नाव: लोटस लिंक स्क्वेअर, ब्लॉक नं: अंधेरी पश्चिम मुंबई 400053, रोड : न्यू लिंक रोड, इतर माहिती: सोबत एक वाहनतळ((C.T.S. Number : 195 PART ;))

(5) क्षेत्रफळ

1) 56.63 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-लोटस गृह निर्माण प्रा लि चे संचालक अशोक कुमार अगरवाल तर्फे मुख्यत्यार हार्दिक परमार वय:-32; पत्ता:-प्लॉट नं: ऑफिस 1301, माळा नं: -, इमारतीचे नाव: लोटस ट्रेड सेंटर, ब्लॉक नं: अंधेरी पश्चिम मुंबई, रोड नं: न्यू लिंक रोड, महाराष्ट्र, मुंबई. पिन कोड:-400053 पॅन नं:-AABCL0864D

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-उमेश सदाशिव मुंडे वय:-52; पत्ता:-प्लॉट नं: सदिनका नं सी-601,प्लॉट नं 37, माळा नं: -, इमारतीचे नाव: मयुरेश कॉसमोस , ब्लॉक नं: सीबीडी नवी मुंबई , रोड नं: सेक्टर नं 11, महाराष्ट्र, रायघर (एमएच). पिन कोड:-410210 पॅन नं:-AIUPM3512F

सह. दुय्यम निवधक अधरी

2): नाव:-सौमिल विरेन शाह वय:-29; पत्ता:-जी-501, -, सेरेनीटी कॉम्प्लेक्स, अंधेरी पश्चिम मुंबई, ओशिवरा पोलिस स्टेशन च्या मागे , जोगेश्वरी वेस्ट, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400102 पॅन नं:-BXNPS1534C

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(9) दस्तऐवज करुन दिल्याचा दिनांक

09/12/2019

(10)दस्त नोंदणी केल्याचा दिनांक

09/12/2019

(11)अनुक्रमांक,खंड व पृष्ठ

13768/2019

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

950000 30000

(14)शेरा

मुंवई उपनगर जिल्हा

भारत INDIA

Rs.10

म्ल्यांकनासाठी विचारात घेतलेला तपशील:-:

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

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे वृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily
It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 11/12/2019) toMunicipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.



सह. क्रिक्ट उपनगर जिल्हा.