Receipt (pavti)

323/4540

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

Friday, May 12, 2023

5:19 PM

पावती क्रं.: 4988

दिनांक: 12/05/2023

गावाचे नाव: आंबिवली

दस्तऐवजाचा अनुक्रमांक: वदर4-4540-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: अशित किशोरचंद्र छेडा -

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 108

ক. 30000.00

ক. 2160.00

एकुण:

৳. 32160.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 5:37 PM ह्या वेळेस मिळेल.

सह. प्रथमत्र दृष्ट्यमान् दंशिका वंशिक्त वंशिक्त वंशिक्त वंशिक्त वंशिक्त वंशिक्त वंशिक्त वंशिक्त वंशिक्त वंशिक्त

बाजार मुल्य: रु.14763739.2 /-

मोबदला रु.18930000/-

भरलेले गुद्रांक शुल्क : रु. 1135800/-

1) देवकाचा प्रकार: DHC रक्कम: रु.160/-

र्डीडी/धनादेश/पे ऑर्डर क्रमांक: 1205202307498 दिनांक: 12/05/2023

बॅकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1205202307375 दिनांक: 12/05/2023

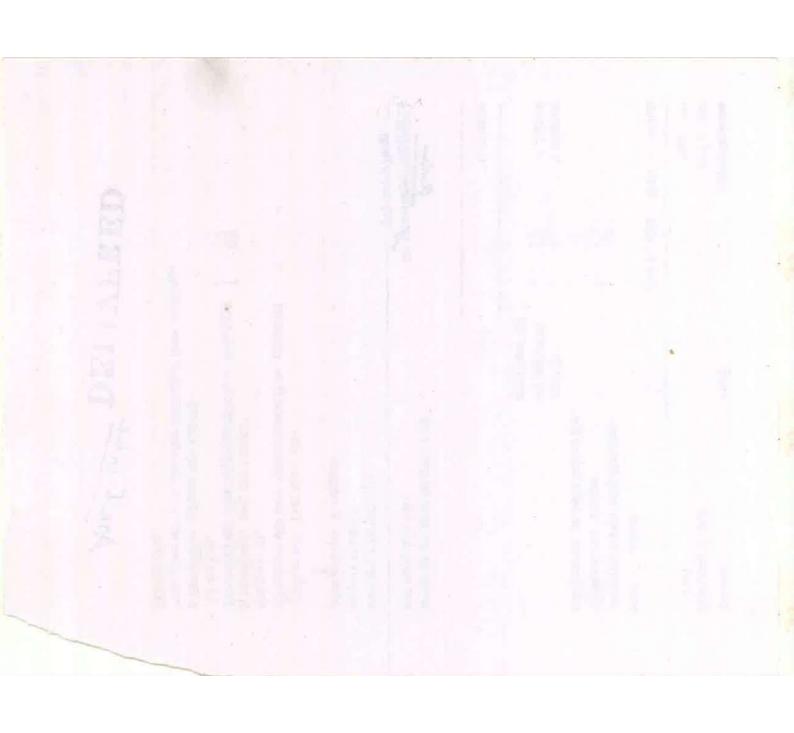
बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH017861488202223P दिनांक: 12/05/2023

बँकेचे नाव व पत्ता:

Ant and DELIVERED





सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 2 दस्त क्रमांक : 4540/2023

नोदंणी : Regn:63m

		0	0
गावाचे	नाव:	आंबिव	ला

(1)विलेखाचा प्रकार

(2)मोबदला

18930000

(3) बाजारभाव(भाडेपटटयाच्या बावतितपटटाकार आकारणी देतो की पटटेदार 14763739.2

1) 61.24 चौ.मीटर

ते नमुद्र करावे) (4) भू-मापन,पोटहिस्सा व घरक्रमांक

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: कमरशिअल ऑफिस युनिट नं 408,माळा नं 4 था मजला,इमारतीचे नाव: परिणी आय,ब्लॉक नं: विलेज ऑविवली,शाह इंडस्ट्रीजल इस्टेट,रोड नं: ऑफ वीरा देसाई रोड,अंधेरी पश्चिम,मुंबई 400053,ऑफिस चे क्षेत्रफळ 599.23 चौरस पूट कार्पेट एरिया व इतर वर्णन दस्तात नमूद केल्याप्रमाणे( ( C.T.S. Number : 844/8, 844/54 ; ) )

(असल्यास)

(5) क्षेत्रफळ

(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.

(8)दस्तऐनज करुन घेणा-या पक्षकाराचे व

र्किवा दिवाणी न्यायालयाचा हुकुमनामा र्किवा

आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

12/05/2023 (9) दस्तऐवज करुन दिल्याचा दिनांक 12/05/2023 (10)दस्त नोंदणी केल्याचा दिनांक (11)अनुक्रमांक,खंड व पृष्ठ

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क (13)बाजारभावाप्रमाणे नोंदणी शुल्क

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

(14)शेरा

1): नाव:-परिणी रिअल्टी प्रा.लि ने ऑयोराइझ्ड सिग्नेट्री राजेश एन पवार - वय:-49; पत्ता:-प्लॉट नं ऑफिस 102/103, माळा नं: 1 ला मजला, इमारतीचे नाव: समेंग हाउस, ब्सॉक नं: प्लॉट नं 157-ए, सरोजिनी रोड

एक्सटेन्शन, दर्शना अपार्टमेंट समोर,, रोड नः विलेपार्ले पश्चिम, मुंबई, महाराष्ट्र, मुम्बई. पिन कोडः 400056 पैन T:-AABCG5484E 1): नाव:-अजित किशोरचंद्र छेडा - वय:-43; पत्ता:-प्लॉट नं: डी-31 , माळा नं: -, इमारतीचे नाव: ग्रेन मर्चंट्स

 नाव:-अप्रता किशारचढ़ छड़ा - वय: चढ़, नात,
 को.ऑपरेटीव्ह हाउसिंग सोसायटी लिमिटेड , ब्लॉक नं: सेक्टर 17,अभूदय को.ऑपरेटीव्ह बँक जवळ , रोड नं: का.ऑपरेटीव्ह हाउसिंग सोसायटी लिमिटेड , ब्लॉक नं: सेक्टर 17,अभूदय को.ऑपरेटीव्ह बँक जवळ , रोड नं: का.ऑपरेटीव्ह हाउसिंग सेक्टर होते प्रति होते हाउसे होते प्रति होते हाउसे होते प्रति होते हाउसे होते प्रति होते हाउसे हाउसे होते हाउसे हाउसे हाउसे हाउसे हाउसे होते हाउसे हा 2): नाव:-जैसल अशित छेडा - वय:-44; पत्ता:-प्लॉट नं: डी-31, माळा नं:-, इमारतीचे नाव: ग्रेन मर्चेंट्स को.ऑपरेटीव्ह हाउसिंग सोसायटी लिमिटेड, ब्लॉक नं: सेक्टर 17,अभूदय को.ऑपरेटीव्ह बँक जवळ, रोड नं: वाशी नवी मुंबई, महाराष्ट्र, THANE. पिन कोड:-400703 पॅन नं:-AIOPS8007K

4540/2023

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Car

1135800 30000

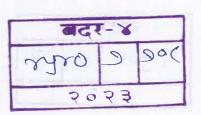
### Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	ASHIT K	eChallan	10000502023032914016	MH017861488202223P	1135800.00	SD	0001039761202324	12/05/2023
2		DHC		1205202307498	160	RF	1205202307498D	12/05/2023
3		DHC		1205202307375	2000	RF	1205202307375D	12/05/2023
4	ASHIT K CHHEDA	eChallan		MH017861488202223P	30000	RF	0001039761202324	12/05/2023

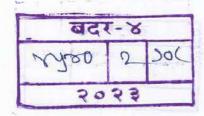
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

		मृत्यांकन पत्रव	क ( शहरी क्षेत्र - वांधीव )		
aluation ID	202305126				12 May 2023.04 59 21 PI बद
मूल्यांकनाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग सर्व्हें नंबर नि.भू क्रमांक	2023 मुंबई(उपनगर) 47-आंबिवली ( अंध भुभाग उत्तरेस गार सिटी एस नंबर#8	वाची सीमा. पुर्वेस वीरा देस	नाई मार्ग. दक्षिणेस गावाची सीम	ग पश्चिमेस लिंक रोड	
वार्षिक मूल्य दर तक्त्यान् खुली जमीन 112550	नु <mark>सार मूल्यदर रु.</mark> निवासी सदनिका २०१६३०	कार्यालय २४१०४० ===	दुकाने 202040	औद्योगीक २०१६३०	मोजमापनाचे एकक चौरस मीटर
वांधीव क्षेत्राची माहिती बांधकाम क्षेत्र(Bulk Up) बांधकामाचे वर्गीकरण- उद्ववाहन सुविधा-	61.24चौरस मीटर 1-आर सी सी आहे	मिळकतीचा वापर- मिळकतीचे वप- मजला -	कार्याला व्यक्तिमान o TO 2वर्षे Tsa floor To 4th floor	मिळकतीचा प्रकार- बोधकामाचा दर -	बांधीव Rs 30250/-
मजला निहाय घट वाढ	ग्रदर	= 100% apply to rate			
रस्ता सन्मुखनुसार मूल		100% apply to rate	Rs 241080)-	.यानसार टक्केवारी ) • खल्या जमि	नीचा दर )
रस्ता सन्मुखनुसार मूल	ग्रदर गीवा प्रति चौ. मीटर मूल्यदर	ा 100% apply to rate =(((वार्षिक मूल्य	= R <sub>S</sub> 241080:- दर - खुल्या जमिनीचा दर ) <sup>-</sup> घसा	-यानुसार टक्केवारी )+ खुल्या जमि (2550 )	नीचा दर )
रस्ता सन्मुखनुसार मूल		ा 100% apply to rate =(((वार्षिक मूल्य	= R <sub>8</sub> 241080:- दर - खुल्या जमिनीचा दर ) <sup>-</sup> घसा -!12550) <sup>2</sup> (100 / 100 ) ) (1		मीचा दर )
रस्ता सन्मुखनुसार मूल घसा-यानुसार मिळकर	गिंचा प्रति चौ मीटर मूल्यदर	= 100% apply to rate = (( ( 241080- RS 241080	= R <sub>8</sub> 241080:- द्वर - खुल्या जमिनीचा दर ) * घसा .1125501* (100 * 100 ) ) <sup>(1</sup>		नीचा दर )
रस्ता सन्मुखनुसार मूल घसा-यानुसार मिळकर	गिंचा प्रति चौ मीटर मूल्यदर	= 100% apply to rate =((वार्षिक मूल्य =( ( (241080-	= R <sub>8</sub> 241080:- द्वर - खुल्या जमिनीचा दर ) * घसा .1125501* (100 * 100 ) ) <sup>(1</sup>		नीचा दर )
रस्ता सन्मुखनुसार मूल घसा-यानुसार मिळकर	गिंचा प्रति चौ मीटर मूल्यदर	■ 100% apply to rate <b>=(((वार्षिक मूल्य-</b> —( ( (241080)  RS 241080)  ■ वरील प्रमाणे मूल्य दर	= R <sub>8</sub> 241080:- द्वर - खुल्या जमिनीचा दर ) * घसा .1125501* (100 * 100 ) ) <sup>(1</sup>		नीचा दर )
रस्ता सन्मुखनुसार मूल घसा-यानुसार मिळकर	गीचा प्रति चौ मीटर मूल्यदर प	= 100% apply to rate  =(((241080- Rs 241080- वरील प्रमाणे मूल्य दर 241080 % 61 24 Rs ,14763739,2/-	ा १६ २४१०४०:- दर - खुल्या जमिनीचा दर ) * घसा ११२२५०) * (१०० : १०० ) ) । । १- १- १ मेळकतीचे क्षेत्र	(2550)	
रस्ता सन्मुखनुसार मूल घसा-यानुसार मिळकर (४) मुख्य मिळकतीचे मूल्य	गीचा प्रति चौ मीटर मूल्यदर प	= 100% apply to rate  =(((241080- Rs 241080- वरील प्रमाणे मूल्य दर 241080 % 61 24 Rs ,14763739,2/-	ा १६ २४१०४०:- दर - खुल्या जमिनीचा दर ) * घसा ११२२५०) * (१०० : १०० ) ) । । १- १- १ मेळकतीचे क्षेत्र	(2550)	
रस्ता सन्मुखनुसार मूल घसा-यानुसार मिळकर भ) भुख्य मिळकतीचे मूल्य Applicable Rules	गीचा प्रति चौ मीटर मूल्यदर 10.9 ब.् मुख्य मिळकती तळाचे मूल्य खु - A + B + C +	### 100% apply to rate  ###################################	- Rs 241080:- दर - खुल्या जिमनीचा दर ) - घसा 112550) ° (100 - 100 ) ) (1 - - - - मिळकतीचे क्षेत्र माइन मजता क्षेत्र मृत्य - हमात्य्या मृत्य - इमारती भोजतीचा खुल्य च		
रस्ता सन्मुखनुसार मूल घसा-यानुसार मिळकर भ) भुख्य मिळकतीचे मूल्य Applicable Rules	गीचा प्रति चौ मीटर मूल्यदर 10.9 ब.् मुख्य मिळकती तळाचे मूल्य खु - A + B + C +	# 100% apply to rate  #((वार्षिक मूल्य- ( ( (241080- RS 241080) RS 241080) # वरील प्रमाणे मूल्य दर 241080 * 61 24 # RS 14763739(2/-  # मूल्य- त्राव्यास्थ्ये मूल्य- मेह- स्मा जीम-वितील बाहुन त्राव्याः ( D + I = I + G + II + ( + O + O + O + O + O + O + O + O + O	- Rs 241080:- दर - खुल्या जिमनीचा दर ) - घसा 112550) ° (100 - 100 ) ) (1 - - - - मिळकतीचे क्षेत्र माइन मजता क्षेत्र मृत्य - हमात्य्या मृत्य - इमारती भोजतीचा खुल्य च	(2550)	







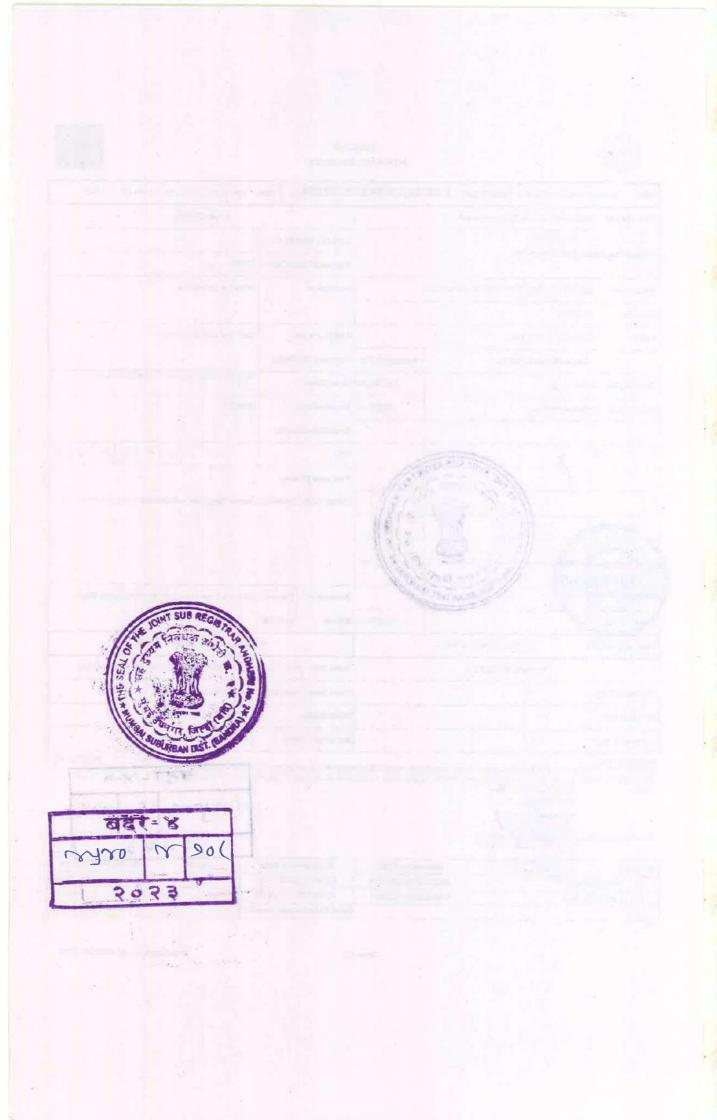


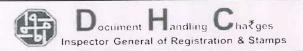


# CHALLAN MTR Form Number-6



Departn	nent Inspector General Of Reg	istration	Payer Details						
лерагиі —		istration			r dyer beta				-
Stamp Duty  Type of Payment Registration Fee			TAX ID / TAN	l (If Any)	f Any)				
Type of Payment Tregistration Tee			PAN No.(If Ap	oplicable)	ACXPC6114C				
Office N	lame BDR15_JT SUB REGIST	RAR ANDHERI 4	Full Name	Full Name ASHIT K CHHEDA					
ocatio	n MUMBAI			4					
Year 2022-2023 One Time			Flat/Block N	Flat/Block No. UNIT NO 408 PARINEE I					
	Account Head Details	Amount In Rs.	Premises/Bu	Premises/Building					
030045	15501 Stamp Duty 1135800.00 Road/Street				VEERA DESAI MA	ARG, AN	DHERI	NEST	
0030063	3301 Registration Fee	30000.00	Area/Locality	y	MUMBAI				
			Town/City/D	istrict					
			PIN			4	0	0 5	3
	1/2	SIMI SUB SEC	Remarks (If	Any)					-
DE	FACEO IN A								
1	65800.00	Tim, fares E and	Amount In	Eleven L	akh Sixty Five Tho	usánd Ei	ght Hung	dred Rup	e
1	55800.00 EACED	11,65,800,00		Eleven L es Only	akh Sixty Five Tho	usánd Ei	ght Hunc	dred Rup	e
otal E	FACEO	11,65,800.00 ANK OF INDIA		es Only	akh Sixty Five Tho DR USE IN RECEIN		11	dred Rup	e
otal E	FACEO	ANK OF INDIA	Words	es Only		/ING BA	NK		
otal Paymer	nt Details STATE BA	ANK OF INDIA	Words Bank CIN	es Only	DR USE IN RECEIV	/ING BA	NK	11817640	
otal Paymer Cheque	cheque-DD D	ANK OF INDIA	Words Bank CIN	es Only  FC  Ref. No.	DR USE IN RECEIN 10000502023033	/ING BA 2914016 9:21	NK 894641	11817640	
Paymer Cheque	cheque-DD D	ANK OF INDIA	Words  Bank CIN I  Bank Date I	es Only  F( Ref. No.	DR USE IN RECEIV 10000502023033 29/03/2023-18:2	/ING BA 2914016 9:21 F INDIA	NK 894641	11817640	
chal Cheque Name of Name of Name of Name of	The Details STATE BA  Cheque-DD D  /DD No.  If Bank  If Branch  This challan is valid for docum  Signature Not  Verified  Digital and by DS  DIRECTORATE OF  ACCOUNTS AND  ACCOUNTS AND  Date 2023 95 17:22	ent to be registered in Sub Registered in detection करावयाच्या वस्ता	Words  Bank CIN I Bank Date I Bank-Branch Scroll No. , D	es Only  FC  Ref. No.  RBI Date  ate	29/03/2023-18-2 STATE BANK O 1011919 31/03	VING BA 2914016 9:21 F INDIA /2023	894641 31/03/2	2023	13735
Chaila	Cheque-DD D  Chequ	ent to be registered in Sub Registered in Gub Registered in Sub R	Bank CIN Bank Date Bank-Branch Scroll No. , D	es Only  FC  Ref. No.  RBI Date  ate	29/03/2023-18-2 STATE BANK O 1011919 31/03	VING BA 2914016 9:21 F INDIA /2023 Mobile N	NK 894641 31/03/2	9930 단어린 문	13735.3
Paymer Cheque Name of	This challan is valid for documered object of second of the control of the challan is valid for documered object of second of the challan is valid for documered object of second of the challan is valid for documered object of the challan is valid for documered object of the challant of	ent to be registered in Sub Registered in Gub Registered in Sub R	Bank CIN Bank Date Bank-Branch Scroll No. , D	es Only  FC Ref. No. RBI Date rate rate rate rate rate rate rate r	29/03/2023-18:2 STATE BANK O 1011919 31/03	VING BA 2914016 9:21 F INDIA /2023 Mobile N	NK 894641 31/03/2	9930 (Interest American Americ	113735





# **Receipt of Document Handling Charges**

PRN 1205202307498 Receipt Date 12/05/2023

Received from DHC, Mobile number 0000000000, an amount of Rs.160/-, towards Document Handling Charges for the Document to be registered on Document No. 4540 dated 12/05/2023 at the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

DEFACED

₹ 160

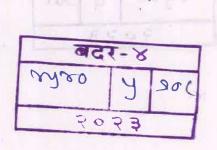
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### **Payment Details**

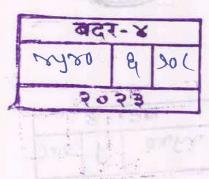
Bank Name	IBKL	Payment Date	12/05/2023	
Bank CIN	10004152023051206958	REF No.	2834158512	•
Deface No	1205202307498D	Deface Date	12/05/2023	

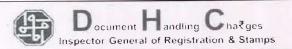
This is computer generated receipt, hence no signature is required.











### **Receipt of Document Handling Charges**

PRN 1205202307375 Receipt Date 12/05/2023

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 4540 dated 12/05/2023 at the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

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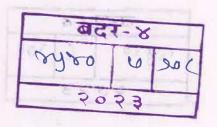
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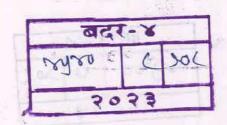
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Bank CIN	10004152023051206840	REF No.	2834157368
Deface No	1205202307375D	Deface Date	12/05/2023

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









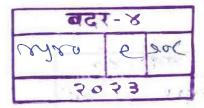


# CHALLAN MTR Form Number-6



GRN MH01786	61488202223P	BARCODE	11 13 <b>01</b> 1 11 1 <b>00</b> 100 100 100 100 100 100 100 100 100	I BI BIRLIN AND AN	III Date	e 29/03/2023-18:2	9:05	Form	ID	25.	2
Department Ins	spector General Ot	f Registration				Payer Detai	ls				
	Stamp Duty			TAX ID / TAN	(If Any)						
Type of Payment	Registration Fee			PAN No.(If A	oplicable)	ACXPC6114C					
Office Name BD	DR15_JT SUB RE	GISTRAR ANI	DHERI 4	Full Name		ASHIT K CHHEDA					
Location MU	JMBAI										
Year 20	022-2023 One Tim	ne		Flat/Block N	Ο.	UNIT NO 408 PAR	NEE	I			
A	ccount Head Det	ails	Amount In Rs.	Premises/Bu	uilding						
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0030063301 Registration Fee		30000.00	Area/Locality		MUMBAI						
				Town/City/D	istrict						
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-,		-DD Details		Bank CIN	Ref. No.	1000050202303	29140	16 8	9464	11817	640
Cheque/DD No.				Bank Date	RBI Date	29/03/2023-18:2	9:21	N	lot Ve	rified	with RBI
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Name of Branch				Scroll No.,	Date	Not Verified with	h Scro	olf			1,

Department ID: Mobile No.: 993013735 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निवंशक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागु आहे. नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु



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### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and executed at Mumbai, on this 12 day of MAY in the Christian Year Two Thousand and Twenty Three:

### BETWEEN:

PARINEE REALTY PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 (CIN No.U45200MH1998PTC113833 and assessed to Income Tax under PAN No.AABCG5484E) and having its registered office at 102/103 SMAG HOUSE,1st Floor, Plot No. 157-A, Sarojini Road Extn., Opp. Darshana Apt., Vile Parle West, Mumbai - 400 056., hereinafter referred to as "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the ONE PART;

### AND

- Mr. ASHIT KISHORECHANDRA CHHEDA (assessed to Income Tax under PAN NO.ACXPC6114C) an Individual, having his address at D-31, Grain Merchants Co operative Housing Society Limited, Sector 17, Near Abhyudaya Co-operative Bank. Vashi Navi Mumbai Thane 40073 (E-mail address: ashit@kkagri.in)
- 2. Mrs. JESAL ASHIT CHHEDA, (assessed to income Tax under PAN NO. AIOPS8007K) an Individual, her address at D-31, Grain Merchants Co operative Housing Society Limited, Sector 17, Near Abhyudaya Co-operative Bank, Vashi Navi Mumbai Thane 40073 (E-mail address: jesal@kkagri.in)

hereinafter called "the Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns;) of the OTHER PART:

The Promoter and the Purchasers are hereinafter severally referred to as "a Party" and collectively as "the Parties.

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Page | 1

#### WHEREAS:

A. By and under an Indenture of Conveyance dated September 4, 2000 executed by one Mema Engineers & Contractors Private Limited (hereinafter referred to as "Mema") and one Industrial Laundry and Drycleaning Equipments Company Private Limited ("ILDE") and registered with the Sub-Registrar of Assurances, Mumbai under No. BJ9278/2000 on December 13, 2000 (hereinafter referred to as "the First Indenture"), the said Mema sold, conveyed and transferred to and in favour of ILDE, a plot of land bearing original Plot No.7A admeasuring 2866 square meters or thereabouts and new allotted number being Plot No. 8 admeasuring 2893.2 square meters or thereabouts situate lying and being at Veera Desai Road bearing Survey No.111 D (part) of Village Ambivali and corresponding C.T.S. No.844 (part), Taluka Andheri in the Mumbai Suburban District (hereinafter referred to as "the First Plot") at or for consideration and on the other terms and conditions therein mentioned. The said First Plot of land is under B1 tenure, which has been originally granted on lease by the Collector subject to certain conditions and documents as detailed and mentioned in the First Indenture. The Promoter hereby represents that the Promoter has challenged and appealed against the Order of the Collector dated 14/2/2017 bearing Appeal No.1776/2017 demanding payment of dues in relation to the said Property before the Divisional Commissioner, Konkan Division.

Wend in favour of ILDE; and registered with the Sub-Registrar of Assurances, Mumbai Arter No. BDR-1/9163/2010 on 6th August 2010 (hereinafter referred to as the Second Indenture"), the said Mema sold, conveyed and transferred to and in two of ILDE, all that portion of the road admeasuring 1119.76 square meters and the TS No.844/54 (pt), situate at Village – Ambivali, Taluka Andheri in the No.844/54 (bt), situate at Village of the Second Plot") at or for consideration and on the other terms and conditions therein mentioned. The Second Plot is a private plot which shall be available for ingress and egress by bona fide occupants/visitors of the Proposed Building and adjoining plots, having right of way.

C. The First Plot and the Second Plot (hereinafter collectively referred to as the "said Property") collectively admeasures 4,012.96 square meters and is more particularly described in the <u>First Schedule</u> hereunder written and is shown as red colour

poundary lines on the plan annexed hereto as <u>Annexure 'A'</u>. In addition to the said property the available benefit of proportionate D. P. Road (bearing CTS No.844/54 par of Village Ampivali) as per layout scheme admeasuring 3198 sq. m. has been availed of in relation to the Proposed Building) by the Promoter.

 D. In terms of the First Indenture and the Second Indenture, ILDE became the owner of the said Property.

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Purchasers

Page | 2

- E. Pursuant to an Order passed by the Hon'ble High Court of Judicature at Bombay dated 15<sup>th</sup> April, 2011, ILDE stood amalgamated with the Promoter company under sections 391 to 394 of the Companies Act, 1956. In the circumstances, the said Property stood vested in and now belongs to the Promoter.
- F. By and under an Agreement, (hereinafter referred to as "the said Ashish Agreement") between one M/s. Ashish Enterprises, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at G/19, Shagun Arcade, Gen. A.K. Vaidya Marg, Malad (East), Mumbai-400 097 (hereinafter referred to as "Ashish") of the one part and the Promoter herein of the other part, Ashish shall grant development right in respect of the land bearing CTS Nos. 19C, 20B (pt), 20C, 21B, 21C, 22A, 25D lying being and situate at Village Malad East, Taluka Borivali in the Registration District and Sub-District of Mumbai Suburban and admeasuring about 9,630 square meters (hereinafter referred to as "Ashish Property") to and in favour of the Promoter herein, at any the consideration and on the terms as more particularly stated therein
- G. As per the terms of the said Ashish Agreement, the Promoter puld be developed the said Property by clubbing the scheme of development of the said Property with the scheme of redevelopment of Ashish Property, under the provisions of Regulation 33 (14) (D) of Development Control Regulations for Green Mumba (hereinafter referred to as "DCR"), through the Slum Rehab (hereinafter referred to as "the SRA") as the planning authority, under Promoter has proposed to shift the tenements for the permanent transit camps (which are to be handed over by the Promoter to the SRA), (hereinafter referred to as "PTC") tenements or tenements for allotment to project affected persons (hereinafter referred to as "PAP") that were to be earlier constructed on the said Property, to Ashish Property and accordingly the quantum of free sale component available for construction on the said Property would stand increased. It is hereby clarified that the term "DCR" wherever the same appears hereinafter shall be deemed to mean the Development Control Regulations for Greater Mumbai, 1991 and any statutory modifications or re-enactment thereof. Any provisions of the DCR, as may be referred to herein, shall in case of amendment or reenactment of the DCR be deemed to be references to the corresponding provisions (to the extent applicable) of the amended/reenacted DCR. The Promoter hereby reprebearing No. COMS/258/2017 read with Notice of Motion bearing No. MCD/2 has been filed before the Hon'ble High Court at Bombay by one Daya against the said M/s. Ashish Enterprises, the Promoter herein and others seeking reliefs, inter alia, in relation to the alleged termination of M/s. Daya Builders by 7 Enterprises and disputing the rights of the Promoter in relation to the said clubbing

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Page | 3

Promoter

with the Ashish Property ("said Proceedings").

- H. Pursuant thereto, the Promoter made applications to the Slum Rehabilitation Authority (hereinafter referred to as "the SRA") under the provisions of Regulation 33 (14) (D) of the DCR for development on the said Property, the SRA has issued a letter of intent dated 4th December, 2012 (hereinafter referred to as "the LOI") bearing number SRA/DDTP/0072/PN/PL/LOI for construction of sale building on the said Property. Pursuant thereto, the SRA had issued a revised letter of intent dated 15th July, 2014 (hereinafter referred to as "the Revised LOI") bearing same number with certain modifications (as more particularly stated therein) in favour of the Promoter. Annexed hereto and marked as Annexure 'B' and 'B1', respectively, are copies of the LOI and the said Revised LOI respectively.
- 1. Pursuant thereto, the SRA approved the plans for construction of the sale building to be constructed on the said Property and issued an Intimation of Approval dated 12th December, 2012 bearing number SRA/DDTP/662/KW/PL/AP to the Promoter and thereby approved plans for sale building to be constructed on the said Property. Annexed hereto and marked as Annexure 'C' is a copy of the said Intimation of Approval issued by the SRA

The SRA thereafter issued a Commencement Certificate dated 9th July, 2015 bearing number SRA/DDTP/662/KW/PL/AP and permitted the Promoter to ommence construction of the proposed building on the said Property. A copy of the commencement Certificate is annexed hereto and marked as Annexure 'D'. he and Commencement Certificate has been revalidated from time to time by the said LOI, Revised LOI, Intimation of Approval and Commencement Certificate shall be hereinafter referred to as the "Building Approvals".

fified that as per the existing Building Approvals forms only a part of the ently available development potential of the said Property is being utilized and the Promoter shall from time to time be making applications to the SRA for amendments to the approved plans and for issuance of further Intimations of Disapproval/Approval and further Commencement Certificates such that the entire available development potential of the said Property is completely consumed in the course of construction of the new building/s on the said Property and accordingly, the plans to construction of the new building/s on the said Property are subject to further

is further clarified that in the course of construction of the new the Promoter shall be consuming on the said Property, maximum permissible development potential as per the provisions of the DCR including but not

entire development potential available for consumption on the said Property by

Page | 4

Promoter

- way of floor space index (hereinafter referred to as "the FSI") emanating from the said Property 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 Property 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 Municipal Corporation of Greater Mumbai (hereinafter referred to as the "MCGM") and SRA;
- iii. entire development potential available for consumption on the said Property by way of loading TDR on the said Property, including in accordance with Regulation 34 and Appendix VII of the DCR;
- iv. entire development potential available for consumption on the said Property by acquiring of compensatory fungible FSI in accordance with Regulation 35 (4) of the DCR (if the Promoter so deems fit);
- v. entire development potential as may be or become available to the Promoton clubbing the scheme of development of the said Property with the scheme development of the Ashish Property or any other parcel of land;
- vi. entire development potential as may be or become available to the Promoter of consumption on the said Property by surrender or handwar of converge or road setbacks or other areas as may be required by the said Property any other planning or Government authority;
- vii. entire development potential available to the Promoter under the provisions of Regulation 33 (14) (D) of the DCR.
- L. In accordance with the Building Approvals (as may be issued from time to time) and further amendments thereto as stated hereinafter the Promoter would be constructing on part of the said Property, a new multistoried building of basement/stilt/podium and ground plus up to 30 (Thirty) upper floors to be known as "Parinee-i" (or such additional floors as may be approved hereafter) (hereinafter referred to as "the Proposed Building"). The development of the said Property and the construction on part of the said Property of the Proposed Building as undertaken by the Promoter on the said Property as envisaged by the Promoter and as may be approved hereafter is hereinafter collectively referred to as "the Project". It is further clarified that the term "the Project", wherever the same appears hereinafter, shall accord without limitation, the entire project of construction on and development of the said Property undertaken by the Promoter as aforesaid.
- M. It is clarified and explained by the Promoter to the Purchaser/s that as penthe LOI issued by the SRA, the Promoter is required to handover to the SRA 350 PAP/PTC tenements, 4 balwadis, 4 welfare centers and 4 society offices free of costs

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Page | 5

(hereinafter referred to "the Government Constructed Units"). Accordingly, it is presently proposed that the Promoter shall be constructing the Government Constructed Units to be constructed by the Promoter on the Ashish Property as per the terms of the said Agreement and handover the same to the concerned authorities. The Promoter may however opt in its discretion, to construct the Government Constructed Units on the said Property (either as a part of the Proposed Building or as a part of separate structure/s) instead of constructing the same on the Ashish Property and in such an event, the Purchaser/s shall not object to the construction of the Government Constructed Units on the said Property. The Purchaser/s confirm that he/she/they have understood the same and shall have no objection with regard thereto in any manner whatsoever and howsoever arising.

- N. Accordingly, the Promoter has commenced construction of the Proposed Building on the said Property comprising of various units which would be capable of being used as offices, in accordance with the Building Approvals and future amendments thereto.
- O. The Promoter has entered into an Agreement as prescribed by the Council of Architects appointing the Architects, DOT Architects, registered with the Council of Architects and have also appointed J+W Consultants as the structural engineers/designers for preparing structural design and drawings and specifications of the Proposed Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the Proposed Building unless otherwise changed.

Promoter has informed the Purchaser/s that, amongst other properties, the said Property and the development rights of the Promoter in relation to the said Property and all units to be constructed by the Promoter in the Proposed Building are mortgaged in favour of ES Bank Limited (hereinafter referred to as "the Lender") through their Debartur. Trustee IDBI Trusteeship Services Ltd. by and under Mortgage Deed the February 2018 duly registered with the Sub Registrar of Assurances, under Serial No.BRL-9-1529-2018 (hereinafter referred to as "the Mortgage Document"). The Promoter declares that Lender has the first charge and lien over, inter alia, the said Unit and the Promoter has obtained a No Objection Certificate said from the Lender with regard to the said Unit/s in favour of the Purchaser/s, a copy of the No Objection Certificate is annexed hereto and marked as Annexure 'E' hereto.

The Publisher in the Sub Registrar of Assurances, a copy of the No Objection Certificate is annexed hereto and marked as Annexure 'E' hereto.

The right and entitlement of the Promoter to develop the said Property has been set out in the Litle and Search Report dated 12th February, 2016 issued by the Advocate of the Promoter viz. Padiyar & Co. and a copy of the said Title Certificate is annexed hereto as Annexure 'F'. The Developer has disclosed the existing litigation in

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Page | 6

Promoter

relation to the Project to the Purchaser/s.

The Developer has registered the said Project of development and construction on the said Property under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter referred to as "RERA"), with the Maharashtra Real Estate Regulatory Authority, under registration No. P51800001904. 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 'F1'

- R. The Purchaser/s has/have approached the Promoter for acquiring an office unit in the Proposed Building, as more particularly described in the <u>Second Schedule</u> hereunder written (hereinafter referred to as "the said Unit"). The said Unit is shown as marked in red colour shades on the floor plan annexed hereto as <u>Annexure 'G'</u>. Also annexed hereto is the section plan of the Proposed Building annexed hereto as <u>Annexure 'G'</u>.
- S. The said Unit forms a part of the Free Sale Area, which the comoter is sell to third parties.
- T. The Promoter is in the process of entering into several Agreemen Agreement with several parties (which drafts may change from depending on further approvals, as may be obtained by the 2rdmoter on the said Property as recited above) who may agree to take in the Proposed Building on ownership basis, subject to such mobe deemed necessary, considerable, desirable or proper by the Promoter, with a view that ultimately the purchasers/occupants of the various premises in the Proposed Building shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company or any other permissible legal entity of purchaser/s (hereinafter referred to as "Legal Entity") (subject to the provisions of Clause [9] hereof) as may be permissible to be formed under the provisions of the RERA and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "the RERA Rules") as well as under the provisions (to the extent applicable) Ownership Flats (Regulation of the Promotion of Construction and Transfer) Act, 1963 (hereinafter referred to as "MOFA" Wah Ownership Flats (Regulation of the promotion of Construction, Sale, and Transfer) Rules, 1964 (hereinafter referred to as "the MOFA hereby agreed that for the units in the Proposed Building that may be retained by the Promoter and which are transferred and/or sold after the formation of the Legal Entity, no transfer charges or any other similar charges shall be levied or be payable

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Promoter

by the Promoter to such Legal Entity.

- U. The Purchaser/s has/have taken inspection of all the documents of title relating to the said Property including the said Proceedings, Building Approvals and the approved plans for construction on the said Property and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Promoter to develop the said Property by construction of the Proposed Building thereon and to enter into these presents.
- V. The Purchaser/s has/have demanded and has also taken inspection of the orders and the Building Approvals issued by the SRA 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 Purchaser/s by the Promoter under RERA and RERA Rules as well as under the provisions (to the extent applicable) of the MOFA and the MOFA Rules made there under 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. 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 Promoter 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

oposed Building is handed over to the Legal Entity (as provided hereinafter) and the Kurchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

the circumstances, pursuant to negotiations between the Parties, the Purchaser/s
//have agreed to purchase and acquire from the Promoter and the Promoter has
agreed to ell to the Purchaser/s, the said Unit on the terms and conditions herein
and and the Parties are desirous of reducing to writing the terms and conditions

agreed upon between themselves as hereinafter appearing.

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

### 1. RECITALS TO FORM AN INTEGRAL PART:

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

2. PROMOTER TO CONSTRUCT THE PROPOSED BUILDING:

Purchasers

Page | 8

The Promoter shall construct the Proposed Building to be known as 'Parinee-I presently proposed to be comprising of basement, stilt/ ground plus up-to 30 (Thirty floors) (or such additional floors as may be approved hereafter) on the said Property as recited above in accordance with the plans, designs, specifications approved by the SRA or the MCGM and any other concerned local authority and which may further be approved by the concerned local authorities (for the additional floors or additional structures as recited above) and which sanctioned plans as well as proposed plans have been seen and approved by the Purchasers with only such variations as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them. Provided that the Promoter shall have to obtain prior consent in writing to the Purchaser such variations or modifications which may adversely affect the said Unit to the Purchaser/s.

### 3. TRANSACTION:

- (hereinafter referred to as "the Purchase Price") agree in the purchasers to the Promoter's designated escrow account (as per discussion) in the manner contained in Annexure 'H' hereto, the Promoter hereby agrees to sell to the Purchasers and the Purchasers hereby agrees to purchase from the Promoter. The said Unit as more particularly described in the Second Schedule hereunder in the Proposed Building being constructed on a portion of the said Property together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities as specified in Part A and Part B respectively of the Third Schedule hereunder written (all of which aforesaid rights and entitlements of the Promoter agreed to be sold hereunder are hereinafter collectively referred to as "the said Premises"). Each Party of the Purchasers or the Party of the Other Part have equal share in the said premises.
- 3.2. It is agreed between the Parties hereto that a notice forwarded by the Promoter to the Purchaser/s stating that a particular stage of construction is being commenced or is completed shall be sufficient proof that a particular stage of construction is being commenced or completed (as the case may be) for the purpose of payment of the installment as per <u>Annexure 'H'</u> hereto. The Promoter is not bound to give any further notice or intimation requiring any such payment and failure thereof shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amounts due on the respective due dates or events. The said amount of the Purchase Price, as referred to hereinabove, excludes all taxes (comprising inter alia of tax paid or payable by the Promoter, either by way of value added tax or service tax or goods

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Page | 9

Promoter

and services taxes and cess or any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Promoter) up to the date of handing over possession of the said Unit, as elaborated herein below.

- 3.3. The said amount of Purchase Price as referred to in <u>Annexure 'H'</u>, is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Promoter to the SRA or MCGM or any other governing authorities. In the event of such escalations in the Purchase Price, as a result of the aforesaid events, then the Promoter shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Promoter to the Purchaser/s for the escalated Purchase Price.
- 3.4. The Promoter may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Allottee by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment of the Purchase Price 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 Promoter. The term "Agreed Interest Rate", wherever the same appears in this Agreement, shall be deed to the Interest Rate as mentioned in Rule 18 of the RERA

hat the amount/quantum of the Purchase Price as mentioned in Antexure H's arrived at; and agreed upon between the Parties after considering the installment and milestones) for payment of the Purchase Price as set out in H' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set out in Annexure 'H' 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 'H' hereto), seek to claim or be entitled to claim any rebate or discount on the Purchase Price,

suspit to Clause [3.3] hereof or otherwise howsoever arising.

The amount of Furchase Price and other amounts receivable as mentioned in this Agreement, shall be credited to the account details mentioned below (unless the

Premater instructs the Purchaser/s to make such payment to the credit of any other account:

account

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Page | 10

Account Name	Parinee Realty Parinee   Coll RERA Account		
Account No	No. <u>007866200000143</u>		
Bank Name	Yes Bank Limited, Andheri Kurla Road, Andheri East, Mumbai		
IFSC Code	YESB0000078		

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchasers towards the Purchase Price of the said Unit and as advance or deposit, sums received on account of the share capital for the formation of the Legal Entity that may be formed towards the outgoings, legal charges, etc. Provided that the Promoter shall be allowed to withdraw the sums received from the Purchasers and utilize the same as contemplated and permitted under the RERA and RERA Rules.

# 4. DEFAULT OR FAILURE IN PAYMENT OF CONSIDERATION

Notwithstanding anything contained in this Agreement, it is between the Parties hereto that:

4.1. The time for making the payments of the installments of the Purcha mentioned in Annexure 'H' is strictly of the essence of this the Purchasers in making the said payment/s shall forthwith terminable at the sole and exclusive option of the Promoter without any further act and/or reference and/or recourse to the Purchasers and in the event of the Promoter so terminating this Agreement, the Promoter shall be entitled to forfeit 5% (5 Percent) of the amount of the total Purchase Price as receivable by the Promoter from the Purchasers hereunder; and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Unit and the Promoter's rights therein, in any manner as the Promoter in their sole discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the requirement of any orders of declaration of termination fr (8480 29 200 the requirement of any document or deed of cancellation. A termination

by the Promoter to the Purchasers regarding such ermination shall effectively terminate this Agreement and thereupon the Purchasers shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in this Clause [4.1] shall be made (without any interest thereon) within 3 (three) months of the said by the Promoter of the said Unit to any third party or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shail further be after deduction of any taxes paid and other amounts expended

Page | 11

Purchasers

by the Promoter pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchasers hereunder as may be payable up to the date of termination as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Unit (including brokerage charges as may be incurred by the Promoter in that behalf).

The Purchasers hereby agrees and undertakes that they are not entitled to and shall not have and/or claim any right, title, interest, share, claim, demand of any nature against the Promoter/its arising whatsoever and howsoever transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination of this Agreement by the Promoter PROVIDED HOWEVER THAT the Promoter shall not exercise the aforesaid right of termination as provided under this Clause [4] unless and until a notice of 15 (Fifteen) days, demanding payment of the due installment is given to the Purchasers at the address of the Purchasers as provided in this Agreement and even thereafter, the Purchasers fail to make payment of the relevant installment of the Purchase Price PROVIDED FURTHER that strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion (without being obliged or bound to do so) may, instead of terminating this Agreement as aforesaid, permit the Purchasers to pay the said ents after their respective due dates but after charging interest thereon at the rest Rate on such outstanding amounts from the date such amount/s become due to be paid by the Purchaser/s till the date of actual payment

of any delayed payment being received by the Promoter from the parties s, the Promoter shall notwithstanding any instructions to the contrary by the parties accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchasers in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

5 PROMOTER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

5.2. The Promoter Increby 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 Promoter shall before handing over possession of the said Unit to the Purchaser/s, obtain from SRA, occupancy certificate in respect of the said Unit.

5.2. The Promoter hereby declares that the FSI available at present (as per the Revised

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Page | 12

LOI) in respect of the Project on the said Property is 16,988 square meters (and it is proposed that additional FSI of 6000 sq. m. shall be used subject to necessary statutory permits and consents); and that no part of the said FSI of 16,988 square meters (that is presently available as aforesaid) has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by it. The said FSI, as available at present, may increase or decrease hereafter, for various reasons, including inter alia as set out in the Recitals of this Agreement. Nothing contained in this Clause [5.1] is intended to be or shall be construed or interpreted as a restriction on the entitlement of the Promoter to consume the maximum permissible FSI on the said Property and exploit the full development potential to the said Property, including inter alia the increased FSI as aforesaid. The Purchasers hereby agree, accept, acknowledge and give its no objection and consent under the applicable provisions of law including RERA and RERA Rules that the Project shall have the state of the Project shall have the state of the Project shall have the state of the Project shall have the Project shall be project sh total (and such additional floors as may be approved from lime to time concerned authority) with an additional FSI of 6000 sq. At to be used as hear permitted (over and above what is disclosed in MAHA RERA website for the Project having registration No. P51800001904). According the Purchasers gives its consent for making changes in plans including la necessary and revised approvals, sanction plans, etc., from M relevant authorities in this regard.

# 6. DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

6.1. The design of the said Unit is subject to amendments and changes as may be stipulated by the SRA, Government, local authority and as the requirements of the Promoter.

6.2. The Purchasers hereby further agree/s and cover ant/s with the Promother to roll der full co-operation to the Promoter and to sign and execute all papers and documents, in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the Proposed Building or otherwise undertake development of the remainder of the said Property, in accordance with the said approvals or such other plans, with such additions and alterations as the Promoter 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 SRA, MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto.

6.3. The Purchasers hereby further agrees to and gives their specific

Promoter

Page | 13

irrevocable consent to the Promoter to carry out such amendments, alterations, modifications or variations in constructing the said Unit and the Proposed Building on the said Property and/or to the layout plan and/or to the building 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 reduced, beyond Agreed Variation Limits, as set out in Clause [6.4] hereof

6.4. Before the Purchaser/s is/are put in possession of the said Unit, the Promoter 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").

In the circumstances, if the carpet area of the said Unit is less than what is set out in this Agreement, (subject to such reduction being within the Agreed Variation Limits) then the Promoter shall be liable to refund to the Purchaser/s an amount out of the Purchase Price, which is proportionate to the reduced carpet area of the said Unit. Similarly, if the carpet area of the Unit is more than what is set out in this Agreement, (subject to such ease being within the Agreed Variation Limits), then the Purchaser/s be liable to pay to the Promoter an additional amount towards the rchase Price, which is proportionate to the increased carpet area of the said Unit; and such increased amount shall be paid by the Purchaser/s to the Promoter along with the next due installment of the Purchase Price or at the time of the Promoter offering to put the Purchaser/s in possession of the said Unit, whichever is earlier. It is clarified that in the event if any amounts are payable by the Promoter to the Purchaser/s (due to reduction in the carpet area as aforesaid pursuant to the provisions of this Clause [6.5]) then the Promoter shall either: (i) refund the amount that is payable to the Purchaser/s prior to handover of possession of the said Unit to the Purchaser/s (without any interest thereon); or (iii) appropriate the same, at the Promoter's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Promoter, without requiring any prior

DESCRIPTION OF INTERNAL AMENITIES:

consent from the Purchasers.

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Page | 14

- 7.1. It is expressly agreed that the said Unit shall contain specifications, fixtures, fittings, and amenities as set out in <u>Annexure T</u> hereto (hereinafter referred to as the "said Internal Amenities") and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit.
- 7.2. It is specifically agreed between the Parties hereto that the Promoter shall have the right to change /substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Unit on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as making assonably possible.
- 7.3. The Purchasers agrees not to claim any rebala and/or concession in the Purchase Price on account of such change the said Internal Amenities.

### 8. PURCHASER/S SATISFACTION ON TITLE AND BUILD

- 8.1. The Purchasers have independently inspected and verified the documents and Building Approvals as referred to in the Recitals above and all papers and documents hereinabove referred to and/or recited; and have fully satisfied themselves about the title of the Promoter to the said Property as well as the entitlement of the Promoter to construct/develop the Project including the construction of the Proposed Building said Property; and enter into these presents and the Purchasers shall not be entitled to further investigate the title of the Promoter and/or be entitled to make any requisition or raise any objection with regard to all of a matters relating thereto.
- 8.2. The Promoter has informed the Purchasers nerein and the Purchasers are specifically made aware that for the purpose at construction of the Proposed Building, the Promoter has availed of a loan/financial assistance from the said Lender viz. Yes Bank Limited. For the said purpose, the Promoter has mortgaged/created security in respect of the premises in the Proposed Building in favour of the Lender acting as a security trustee on

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Page | 15

behalf and for the benefit of Lender for securing the repayment of such loans/financial facilities for securing the repayment of such loans/financial facilities in the manner as set out in Recital [P].

8.3. The Purchaser/s has/have also taken inspection of the orders and the Building Approvals as issued by the SRA and other relevant documents and papers including the municipal assessment bills, city survey records and other documents mentioned in RERA, RERA Rules, MOFA and the MOFA Rules framed there under and the Purchasers confirms that they have entered into this Agreement after inspecting and understanding the aforesaid documents and papers.

# 9. PURCHASERS TO CO-OPERATE IN FORMATION OF THE LEGAL ENTITY AND CONVEYANCE:

The Purchasers at their own costs along with the other premises holders in the Proposed Building would co-operate with the Promoter in formation of the Legal Entity and shall join in as members thereof. For the said purposes of being admitted as members of the Legal Entity, the Purchasers shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Legal Entity and for becoming a member, including the bye-laws of the proposed bodies and duly fill in sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchasers so as to enable Promoter to Register the organization of the Purchasers under relevant provisions of the RERA within the time limit prescribed by RERA Rules and as well as under the provisions (to the extent applicable) of MOFA and MOFA Rules.

9.2. Upon completion of the entire project, viz. completion of construction of the said Proposed Building and after exploiting the full available construction potential of the entire said Property (including the additional potential that is likely to accrue to the said Property at anytime hereafter as aforesaid), the Promoter shall execute in favour of the Legal Entity, a Conveyance in respect of the said Property (or portion thereof where the Proposed Building is constructed) along with and the said Proposed Building (herein effect to as "the said Conveyance"). It is hereby clarified that for the purpose of Section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of Section and applicable provisions of section 11 of MOFA

the purposes of Section and applicable provisions of section 11 of MOFA and MOFA Rules), the period of execution of the said Conveyance is agreed upon as being a date after the expiry of a period of at least 4 (Four )

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Page | 16

years from the date of receipt of the full occupancy/occupation certificate in respect of the said Proposed Building.

# 10. RIGHTS OF PROMOTER PURSUANT TO FORMATION OF THE LEGAL ENTITY.

- 10.1. In the event of the Legal Entity being formed, and registered before the sale and disposal by the Promoter of all the units in the Proposed Building, the same shall not in any manner affect the rights of the Promoter to sell/dispose of/transfer/mortgage the unsold units and the rights of the Promoter in relation to the said Property as well as any units in the Proposed Building (whether sold or agreed to be sold or not) wherein or in respect whereof, the Promoter may be claiming any rights and/or entitlements including inter-alia an entitlement to receive any amounts from the Purchasers thereof (which constitutes a first charge and lien of the Promoter on such units) and the powers and the authority of the Legal Entity shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the Proposed Building and in particular, the Promoter shall have sole, exclusive and and control as regards the unsold units and the disposaraine aforesaid PROVIDED ALWAYS that the Purchas shereby agree confirms that in the event of the Legal Entity being formed earlier than Promoter dealing with or disposing of all the units constructe Proposed Building, then and in such an event at Promoter, the Promoter itself or any allottee or transfere in respect of any units or nominee of the Promoter shall be admitted to the membership of the Legal Entity, without payment of any premium or any additional charges save and except a sum of Rs.500/- (Rupees Five Hundred Only) towards the share money & Rs.100/- (Rupees One Hundred Only) towards the entrance fee & such allottee/transferee/nominee of the prejudicially by the Promoter shall not be discriminated or Purchaser/s or the Legal Entity.
- 10.2. The Purchaser/s shall ensure that Legal Entity shall and permit any transfers of any units, in respect of which the Promotor has reasonably called upon the Legal Entity not to permit transfers and any permissions so granted by the Legal Entity despite contrary instructions to that effect from the Promoter shall be void, without any authority and non-est.

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Page | 17

### 11. INCIDENTAL RIGHTS OF THE PROMOTER:

retains the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the said Property, (b) the balance development potential/rights in respect of the said Property i.e. after having utilized the FSI available for the construction of the Proposed Building and as per the plans already submitted and/or to be submitted by the Promoter from time to time and as per the proposed total scheme of development) and (c) various rights that may accrue to and over the said Property in the future including additional development potential as recited above and (d) the rights for advertising, signage and hoarding for advertising in the compound, ground, open areas, common areas and/or facade of the Proposed Building and the said Property, whether by way of totem poles, standees or otherwise (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 Property as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or DRC which the Promoter and/or its nominee/s may be entitled to, from time to time, at the Promoter's sole and absolute discretion. The Promoter is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of ale, assignment, lease, transfer, mortgage and/or in any other manner natsoever as it may in its absolute discretion think fit and proper from time time and at its entire discretion and convenience transfer such rights to hy 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 Promoter and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Promoter and/or its nominee/s and/or person/s. The Purchasers further agrees and acknowledges that the Promoter shall be 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 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 O Purchase Price in that behalf and the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as e member/s of the Legal Entity.

The Promoter has further informed the Purchasers that the Promoter

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Page | 18

# 12.NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

- 12.1.As aforesaid, the Promoter shall be constructing the Proposed Building and additional wings/floors therein as stated above or additional structures on the said Property; and the Purchasers are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter;
- 12.2. It is further agreed that save and except the aforesaid terrace over the top floor viz. in the Proposed Building, the Promoter is entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective premises for the exclusive use of the purchaser/s of such premises (whether or not the same are approved as common areas). In the event if such terrace/s are approved as common areas, then such terrace/s shall be treated as limited common areas and shall be exclusively used by some of the premises holders in the Proposed Building. The Promoter may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the the premises that is abutting the terrace. The terrace by such purchaser/occupant without the permission in writing SRA and other concerned authorities and the Proposer. hereby give their no-objection to such rights rein such terraces and the Purchasers shall not object such terraces and/or any part thereof as common areas any other claim in respect of such terraces against the Promoter and/or its nominee/s/ allottee/s / transferee/s/ licensee/s. The Purchasers are informed and are aware that there may not be top terrace of the Proposed Building, which may be in the form of a glass roof.
- 12.3. The Promoter shall have full power and a solute authority by the concerned authorities, to make additions additional building/s or structure/s or wing/s on the said Property and additional storey/s in the Proposed Building or expand the Proposed Building horizontally including interalia as recited above and such additional building/s/structure/s/wing/s/storey/s shall be the sole, exclusive and absolute property of the Promoter. The Promoter shall be entitled to dispose of such additional building/s/structure/s/wing/s/storey/s in suchmanner as the Promoter may deem fit and proper in its sole and absolute discretion. The Promoter shall be entitled to amend/alter/modify the layout additional Property as also construct said of the plan

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Page | 19

building/s/structure/s/wing/s/storey/s on the said Property or any portion or portions thereof and the Promoter shall be entitled to dispose of the premises in such additional building/s/structure/s/wing/s/storey/s as the Promoter may deem fit proper in its sole and absolute discretion. The Purchasers are not entitled to object thereto and shall not object thereto and this Clause [12] shall always operate as the Purchasers' irrevocable, absolute and unconditional no objection in that behalf. This Clause [12] shall operate as and shall be deemed to be the consent of the Purchasers in accordance with the provisions of RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Section 7A of MOFA.

### 13. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

- 13.1. The Purchasers are, at their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said Unit by offering the rights of the Purchaser/s hereby granted as a security.
- 13.2 However, such loan should be strictly personal to the Purchasers and the right of the Promoter to receive the balance Purchase Price and other sums as hereunder provided from the Purchasers, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Purchasers.

he repayment of the loans, interest and other charges on such loan shall he sole responsibility of the Purchasers. Once the Purchasers have had the full Purchase Price as payable under this Agreement and have taken possession of the said Unit, thereafter due to non-payment of the by the Purchasers, the recourse available to the financial institution ould be only against the said Unit and against the Purchasers personally and not against the said Property or 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 Promoter.

Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Purchasers of the terms and conditions governing the loan availed by the

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Page | 20

### 14. COMMON AREAS:

- 14.1. It is expressly agreed that the Purchasers 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 Purchasers 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 Purchasers 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 approved plans; and the only common areas that the Purchasers are expecting to use/enjoy and shall be entitled to use/enjoy are as set out in the *Third Schedule*, subject to what is set out therein.
- 14.2. It is clarified that certain portions of the lobbies on earmarked by the Promoter as limited common a and access by certain unit holders on such floors f maintenance thereof, and which common areas are Part A of the Third Schedule hereunder written. It no exclusive third-party rights are being created in respe common areas by virtue of such earmarking by the Promoter. Hence, certain areas of the lobby on the floor of which the said Unit is earmarked as a limited common area to which the Purchasers shall be entitled to use. However, it is clarified that by virtue of such permissive user of such limited common area being granted to the Purchasers hereby, the Purchasers shall not claim any ownership rights in respect thereof nor shall the Purchasers be entitled to make any alterations in such limited common areas under any circumstances or for any reasons whatsoever. The Purchasers are aware that certain common areas of the ground floor lobby may be used as a service area having movable furnitude including sofas and chairs as may be provided by the Promoter. W ) ol
- 14.3. The Purchasers has been informed and hereby agrees and acknowledges that the façade of various floors of the Proposed Building shall be used as display media façade having LEDs, LED luminaires, motion advertisements, fixtures, lamps and/or other light management systems, the rights of which are hereby retained by the Promoter. The Promoter shall

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Page | 21

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be solely entitled to use and deal with the façade of various floors of the Proposed Building for media and advertisement purposes and to commercially exploit and make use of the façade of the Proposed Building in such manner as they may deem fit. Any and all revenue and income generated from the use of the façade of the Proposed Building shall belong to the Promoter. In addition, the unit holder(s) and purchasers of the premises in the Proposed Building hereby agree and undertake not to raise any objection in relation to the emitting of light, use of and installation in the façade by the Promoter in the manner stated herein and further agree and acknowledge the façade rights reserved herein by the Promoter. The Promoter shall be entitled to license, assign and/or sell the façade rights (or any part thereof) reserved herein to such party or parties as they may deem fit. In addition, the Promoter hereby reserves the signage and display rights on the Proposed Building including terrace and façade and the Purchaser/s hereby agrees and acknowledges the same.

### RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID UNIT ONLY:

It is clarified that the right of the Purchasers is restricted to the said Unit agreed to be sold to them by the Promoter as per the floor plan annexed hereto as Annexure 'G' and use and enjoyment of common areas and utilities in common as aforesaid and the Purchasers shall not be entitled to claim any right to any open space or passage, staircase, open parking bace, stilt parking spaces or any other area in to or upon the said Property d/or the Proposed Building or any other space surrounding the Proposed Juilding or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Promoter.

### NO CHANGE OF USER:

16.1. It is expressly agreed, by and between the Promoter and the Purchasers that the said Unit is sold to the Purchasers for use as an office only and accordingly it shall be utilized by the Purchasers for the purpose for which it is sold to the Purchasers and for no other purpose or purposes whatsoever and howsoever arising.

16.2. The Purchasers agrees not to change the user of the said Unit, without prior written consent in writing of the Promoter and the concerned So Cauthorities.

e Promoter shall be entitled to change the use of any specific unit in the Poposed Building based on customer or client requirements and in the

manner it deems fit.

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23

### 17. PARKING SPACES:

- 17.1. The Purchaser/s acknowledge/s and understand/s that a majority of the car-parking spaces that will be provided for in the Proposed Building shall be in the form of an automated mechanical stack parking or puzzle pit parking or any other form of automated or mechanical parking, wherein there shall be no identified spot/place which may be earmarked for a particular acquirer of units 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 Promoter shall provide 1 (one) car parking access to the Purchaser against the said Unit under this Agreement.
- 17.2. The Purchasers are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchasers acknowledges that the Purchasers have no objection to the same. The Purchasers are aware that such Mechanical Parking also requires a valet system by appointment of qualified drives for parking and removing of vehicles from the parking system.
- and in order to avoid any later disputes, the Promote halibe entitled and carry out a tentative earmarking parking spaces (contained or in the stilt or basement) of the Proposed Building for excusive use thereof by certain acquirers of the units in the Proposed Building depending on availability.
- earmarking at its discretion and the Purchasers hereby accepts the decisions taken by the Promoter in relation to such earmarking of car parking spaces. The Purchasers further agrees and undertakes that pursuant to formation and registration of the Legal Entity and admission of the Purchasers to the Legal Entity as members thereof, the Purchasers shall cast their votes in the first general meeting or shall be allotted such respective car parking spaces, will be allotted such respective car parking spacers by the Legal Entity in respect thereof.

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Page | 23

17.5. In the event if the car parking space/s tentatively earmarked for the Purchasers are in the Mechanical Parking, then and in such an event the Purchasers may not be allotted any independent car parking space/s in accordance with this Clause [17]. Accordingly, since each stack for parking of vehicles comprising of two or more car parking space/s, the same (if earmarked for the Purchaser/s in accordance with this Clause [17]) shall be shared by the Purchaser/s with the allottee/s of the other parking space/s in the same Mechanical Parking unit. Within each Mechanical Parking unit, there may be no identifiable space for parking of any particular vehicles and each allottee of a parking space within a particular Mechanical Parking unit shall park his/her vehicle in such particular Mechanical Parking unit only. The Purchasers hereby confirms that the Purchasers have no objection to the same and that the Purchasers shall not park their car/s at any other place in the Proposed Building or the said Property. The Purchasers hereby agrees and undertakes that the Purchasers shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at their costs for parking or removal of cars from the Mechanical Parking system. The Purchasers shall not refuse to bear such costs and/or expenses on the ground of non-Wisation of such Mechanical Parking system or valet parking facility or on other ground whatsoever and howsoever arising.

ATE OF POSSESSION OF THE SAID UNIT:

The Promoter agrees to offer to hand over possession of the said Unit e Purchasers in the Proposed Building on or before 30<sup>th</sup> June 2023with a grace period of 3 months i.e on or before 30<sup>th</sup> September 2023. Subject to:

18.1.1. any conditions beyond the reasonable control of the Promoter, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and

18.1.2. if there some consequence could be seen as a see

18.1.2. if there are riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said Property could be adversely affected; and

if there is a shortage or non-availability of building materials including cement, bricks, steel, etc., as a consequence whereof

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Page | 24

and the construction on the said Property could be adversely affected;

- 18.1.4. geological, subsurface ground conditions as a result of which construction, development on the said Property and construction on and development of the said Property is delayed or no longer financially or technically viable; and
- 18.1.5. 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 Property; and
- 18.1.6. any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities the said Property could be adversely affected; and
- and/or any other public body or authority and the Commandor Act or Ordinance in consequence whereas distructions at activities the said Property could be adversely affected and activities riots, civil commotion or war or any court of the SRA for approval of plans, grant of Occupancy Certificate, or subject to delay by the SRA for delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the sentral of the Promoter.
- 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, and even after extension of the date of possession as stated in the preceding Clause, the Promoter is unable to or fails to give possession of the said Unit or license to enter the said Unit to the Purchasers, then and in such an event, the Purchasers at their own 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 Promoter 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 Purchasers to the Promoter and received by the Promoter, from the extended date of delivery of possession (extended due

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Page | 25

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to any of the factors set out in Clause hereof) till the date of offer of possession by the Promoter to the Purchasers; or in the alternative (ii) entitled to give notice to the Promoter terminating the Agreement, in which event, the Promoter shall refund to the Purchasers the aforesaid 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 Purchasers) till then received by the Promoter from the Purchasers together with interest at the Agreed Interest Rate from the date of receipt by the Promoter of such amounts of Purchase Price from the Purchasers, till the date of refund thereof to the Purchasers. It is clarified that the Promoter shall not be liable to pay or refund to the Purchasers any additional amounts, 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 Purchasers shall subsequently not be entitled 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 to the Purchasers pursuant to Clause [18.2] shall be made by the Promoter to the Purchasers within a period of 30 (thirty) days from the date when the Purchasers terminates this Agreement/s as

Clause [18.2] hereof. In case of termination by the Purchasers as ded in Clause [18.2] upon the aforesaid payments being made by the oter to the Purchasers, neither Party shall have any claim against the office in respect of the said Unit or otherwise arising out of this Agreement the Promoter 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 Promoter may deem fit and proper, in Promoter's sole and absolute discretion, without any reference and/or recourse to the Purchasers. It is clarified that in case of termination by the Purchasers as provided in Clause [18.2], in me event if the Promoter finds a willing buyer/acquirer to acquire the said prior to the refund to the Purchasers under this Clause, then the Promoter shall be entitled to sell the said Unit to such new buyer/acquirer; but the Purchasers shall have a charge on the amounts receivable by the Promoter from the new purchaser/acquirer to the extent of the amounts receivable by the Purchasers under this Clause.

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Purchasers

Page | 26

- Save and except as provided in Clause [18.2] hereof, the Purchasers shall not be entitled to withdraw form this Agreement or terminate this Agreement; and in the event if the Purchasers so decides 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. Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses [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 Promoter is unable to complete the aforesaid Proposed Building and/or to give possession of the said Unit to the Purchasers, then and in such an event, the only responsibility and liability of the Promoter will be, to pay over to the Purchasers the proportionate amounts of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s) till then received by the Promoter from the Purchasers, without any interest thereon and thereupon this Agreen stand and automatically stand terminated.
- The Purchasers shall take possession of the 18.6. months of the Promoter giving written notice to the that the said Unit is ready for use and occupation Purchasers to bear and pay the maintenance cha hereinafter shall commence at the expiry of a period of 7 (seven) days from such offer of possession by the Promoter (whether at such time, the Purchasers have taken possession of the said Unit or not) PROVIDED that if within a period of 5 (five) years from the date of offer of possession of the said Unit to the Purchasers, the Purchaser/s bring/s to the notice of the Promoter 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 possible such defects or unauthorized changes shall be rectified by the Promoter 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 Romanie Resonable compensation for such defect or change.
- Unit to 18.7. Before delivery of possession or grant of litense to the Purchasers, the Purchasers shall inspect the said Unit and the internaamenities provided therein and thereafter the Purchasers will have no claim

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Page | 27

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whatsoever and howsoever arising against the Promoter in respect thereof. if the same are in accordance with this Agreement.

- 18.8. The Purchasers shall be entitled to the possession of the said Unit only after the full aggregate Purchase Price as per <u>Annexure 'H'</u> hereto is paid by the Purchasers to the Promoter and the other sums mentioned hereunder are paid by the Purchasers to the Promoter.
- 18.9. The Promoter shall not put the Purchasers in possession of the said Unit unless and until:
  - 18.9.1. The Purchasers have paid the entire aggregate Purchase Price as provided by <u>Annexure 'H'</u> hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Promoter as specified herein.
  - 18.9.2. The Promoter has received the Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate from the SRA.
  - 18.9.3. Subject to the Purchasers having complied with all their obligations hereunder, the Promoter shall offer to put the Purchaser/s in possession of the said Unit within a period of 7 (seven) days from the date of receipt of the Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate in respect of the said Unit from the SRA.

on completion of construction of the Proposed Building comprising the Unit, the Promoter may at its discretion permit the Purchaser to enter the said Unit, limited for the purpose of carrying out fit out works of structural nature like installation of fixture and furniture, in the said Unit the entire risks and costs of the Purchasers. The Purchasers acknowledges that the Promoter shall not be obliged to permit the Purchasers to enter upon the said Unit under any circumstances and the same shall be entirely at the discretion of the Promoter. The Purchasers further acknowledges that at such stage the Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate in respect of the oposed Building may not have been received by the Promoter from the SRA and that at such stage the said Unit may not be capable of being occupied by the Purchasers. The Purchasers agrees and undertakes that the event so permitted by the Promoter to enter upon the said Unit for carrying out the said fit out works as contemplated in this Clause [18.10], the Purchasers shall not occupy the same or commence any use thereof

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Page | 28

Promoter

for any reasons whatsoever and howsoever arising. The Purchasers further agrees and undertakes that in the event if the Purchasers are so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause [18.10], 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 Purchasers so entering upon the said Unit shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Promoter from time to time. The Purchasers acknowledges that the Promoter shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchasers being permitted to carry out the fit out works or to enter upon the said Unit as contemplated in this Clause [18.10].

18.11. The Promoter has furnished to the Purchasers a fit out manual, which has been read and understood by the Purchasers and the Purchasers have initialed a copy of such fit out manual in confirmation and acceptance of the terms and conditions thereof. For the purpose of this out manual shall mean the manual which contain the ceiling standards, rules and regulations that the occur Proposed Building and/or such other new build to be the Promoter on the said Property are required the difference observe for planning, designing and executing inte well as the rules, regulations and guidelines to be follow complied with, by them throughout the periods of their respective occupation of such units for the purpose of achieving and maintaining the appearance and visual effect of the units as also of the new building/s as a whole. The Purchasers also agreed and undertake that prior to commencing any fit out or interior works in the said Unit, the Purchasers shall for the due adherence and performance with the terms and conditions of the fit-out manual, keep deposited with the Promoter a sum of Rs.5,00,000/- or Rs.100/- per sq. ft. whichever is lesser as a security deposit and which amount shall be refunded by the Promoter to the Purchaser on completion of the fit-out works. In the event the Purchasers commits any breach/es of the terms and conditions of the fit-out man cause/s any damage or nuisance to the Proposed Building or any co areas therein or in any adjoining the said Unithen and R Dysugh event the Promoter shall be entitled to adjust or deduct any expenses incurred of likely to be incurred by the Promoter from such security deposit for setting

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Page | 29

right such breach or rectifying such damage or nuisance caused. The Purchasers shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.

18.12. Upon possession of the said Unit being given to the Purchasers, 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 Purchasers taking possession of the said Unit or license to enter the said Unit he/she/they shall have no claim against the Promoter in respect of any item of work in the said Unit, which may be alleged not to have been carried out or completed.

### 19. REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

19.1. Over and above the amounts payable by the Purchasers as mentioned hereinabove, the Purchaser/s shall on being offered possession of the said unit, pay the following amounts to the Promoter:

19.1.1 A sum of Rs. 500/- towards acquiring the shares of the Legal Entity and entrance fee of Rs.100/- for the admission of the Purchaser/s to the Legal Entity as member/s thereof, within a period of 7 (seven) days from the date of notice being sent by the Promoter in that behalf and in any event before possession of the said Unit is handed over to the Purchaser/s;

The amount as mentioned in the **Annexure 'H'**;

19.1.3 Deposit as mentioned in "Annexure H1") towards provisional maintenance charges for 12 (twelve) months in advance as payable in respect of the said Unit. Commencing a week after notice in writing is given by the Promoter 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 12 (twelve) months as aforesaid, the Purchasers 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 or to the Legal Entity (if formed by then and if the management of the Proposed Building has been handed over to the Legal Entity); and the Purchaser/s shall not be entitled to withhold the same for any

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Page 1 30

- reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay the Agreed Rate of Interest to the Developer for any delay in payment of such outgoings.
- 19.1.4. Balance of tax, service tax/VAT/GST if any applicable towards the items mentioned above and as per this Agreement. Time as to payment of the aforesaid amounts shall be of the essence of this Agreement.
- 19.2. The amount mentioned in Clause [19.1.3] without any interest and after deduction therefrom of all arrears of taxes, outgoings, maintenance charges and expenses, etc. incurred till then, shall be transferred by the Promoter to the Legal Entity upon management of the Proposed Building being handed over to the Legal Entity. Save; and except the amount mentioned in Clause [19.1.3], the Promoter shall not be liable to maintain and/or render individual accounts to the Purchasers in respect of any other items mentioned in this Agreement.
- 19.3. The maintenance charges to be borne by two would include inter alia the following:
  - 19.3.1. The expenses of maintenance, repairing redece statistic electron me main structures and in particular the guide and rain ways so of the Proposed Building, water pipes and expenses/ 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.
  - 19.3.2. The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other calls of the Proposal Building used by the premises purchasers in common as algressaid.
  - 19.3.3. The cost of the salaries of certain weekers like clerks, accountant, valet drivers and parking operators, liftmen, chowkidat pump mun, 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.

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

19.3.5. Premium for insurance of the Proposed Building (if and when taken).

19.3.6. 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 Parking system, other mechanical and electrical system/s installed for reuse of the waste water, civil, mechanical and electrical system for rain water harvesting, high speed lifts, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for 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 incidental for the maintenance and upkeep of the Proposed Building.

19.3.7. The above maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchasers to the Promoter, the above provisional maintenance does not include property and municipal tax (which shall be payable by the Purchasers in addition to the aforesaid amounts at actuals).

It is clarified that the heads of the maintenance charges as set out in Clause [19.3] hereof are not exhaustive in nature and are merely illustrative. The above referred maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchasers to the Promoter, the above provisional maintenance charges do not include property and municipal tax (which shall be payable by the Purchasers in addition to the aforesaid amounts at actuals).

The Purchasers are aware that after the possession of the said Unit is offered to the Purchasers and after they are admitted as member/s of the Legal Entity, it may take at least 12 (twelve) to 18 (eighteen) months for the Promoter/the Legal Entity, to work cut and inform each of the premises occupants in the Proposed Building about the exact breakup of the

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Page | 32

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maintenance charges payable by them. Therefore during such a period the Promoter /the Legal Entity is likely draw up adhoc bills towards maintenance. The Purchasers agrees that they shall not raise any objection for payment of such adhoc bills and would allow the Legal Entity 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 Legal Entity, to enable the Promoter/Legal Entity to work out the exact details of the maintenance charges payable by him/her/them.

19.6. Over and above the Purchase Price and other amounts payable by the Purchasers, 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 the SRA or the 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 unit and/or Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoter. The Purchasers would be liable only for the municipal taxes, water charges or any other taxes etc. with respect to the unit for the period pertaining to the any period after the date of Occurs for Cerutical or the said unit.

### 20. TAXES:

Annexure 'H' hereto, is exclusive of the all transactions for the sale of constructed premises as level such attended and Central Government through their respective Finance Acts and various clarifications/notifications and regulations and presently the sale of constructed premises shall attract Goods and Services Tax (hereinafter referred to as "GST"). It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of GST on the transaction recorded in this Agreement for the sale of the said Unit by the Promoter to the Purchaser's. The Promoters agree/s undertake/s that all such indirect taxes including GST, are payable by the Purchasers solely and that the Promoter is no liable to bear and/or pay the same.

20.2. Non-reimbursement/non-payment of the said Taxes and other amounts mentioned in this Clause [20] by the Purchasers shall be deemed to mean non-payment of the Purchase Price amount to the Promoter and the

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Page | 33

consequences as mentioned in Clause [4] hereof shall apply.

#### 21. **BREACHES:**

21.1. The Purchasers agrees and undertakes to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase Price and other sums as aforesaid, for which the consequences as mentioned in Clause [4] above would apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Promoter shall be entitled after giving 1 (one) month's notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Promoter and in the event of the Promoter so treating this Agreement void, the provisions of Clause [4] above shall be applicable.

The Promoter shall not be liable to pay to the Purchasers herein any interest, compensation, damages, costs or otherwise in case of termination under Clause [4] or this Clause [21]. The residue balance amount after deducting amounts receivable by the Promoter from the Purchasers towards the termination as set out in Clause [4] shall be deemed to have been accepted by the Purchasers herein in full satisfaction of all their claim under this Agreement and/or in respect of the said Unit, whether the Purchasers presents the cheque/s for payment to their bankers or not.

The Purchasers hereby agrees and undertakes that they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination.

## SEVATION OF THE PROPOSED BUILDING:

the Purchasers shall not alter, amend, modify etc., the elevation of the said Unit whether the side, front or rear nor shall the Purchasers alter, amend, modify the Refrance lebby, staircase, lift, passage/s, terrace etc. of the Proposed Building and shall keep the above in the same form as the Promoter 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

Purchasers

Building, including fixing or changing or altering grills, windows, air conditioners, chajjas etc., The Purchasers further irrevocably agrees to fix their air-conditioners, whether window or split only after the written permission of the Promoter and at such places as may be earmarked by the Promoter for the same. The Promoter's decision in this regard would be final and binding on the Purchasers.

## 23. COVENANTS OF THE PURCHASER

The Purchasers, 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 Promoter as follows:

- 23.1. To maintain the said Unit at the Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Unit is offered and shall not do anything or suffer anything to be done in or to the Proposed Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Unit itself or any part thereof;
- pertaining to the said Unit, whereby any FSI whatsoever is been all the consumed and without prejudice thereto not to co any act and one thing, whereby any rights of the Promoter/the Legy Entry are in any units whatsoever prejudiced/ adversely affected.
- 23.3. Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Promoter and the Structural Engineers and the RCC Consultants of the Proposed Building. For the removal of doubts, the Purchaser/s shall not puncture or drill holes in earmarked red stripes of post tension slabs of all floors of the Proposed Building.
- 23.4. To ensure that no nuisance/annoyance/inconvertence is caused to the occupants of the Proposed Building by any act of the Purchaser's.
- 23.5. 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

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Page | 35

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301

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 Purchasers in this behalf, the Purchasers 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 Promoter and the same shall be final and binding upon the Purchasers and the Purchasers shall not be entitled to question the same.

- To carry out at their own cost all the internal repairs to the said Unit and 23.6. maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchasers (usual wear and tear excepted).
- Not to demolish the said Unit or any part thereof including inter alia the walls, 23.7 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 RCC pardis or other structural members in said Unit without the prior written permission of the Promoter and/or the al Entity.

at to do or permit to be done any act, deed, matter or thing, which may er void or void able any insurance of the Proposed Building or any part reof or whereby any increase premium shall become payable in respect of the insurance.

- 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 Property.
- 23.10. 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 Purchasers.

201 ne Purchaser/s shall not be entitled to transfer, assign or part with the Interest or any benefit of this Agreement, without the prior written permission of the Promoter, until all the dues payable by the Purchasers to the Promoter hereunder and/or otherwise are fully paid up.

Page | 36

- 23.12. The Purchasers shall abide by, observe and perform all the rules, regulations and bye-laws of the Legal Entity 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 Purchasers committing breach thereof and/or any act in contravention of the above provision, the Purchasers shall be personally responsible and liable for the consequences thereof to the Legal Entity and/or the concerned authority and/or other public authority.
- 23.13. The Purchasers shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Legal Entity regarding the occupation and use of the said Unit and shall bear and pay and contribute regularly and punctually towards the taxes, expensed may be required to be paid from time to time.
- 23.14. The Purchasers shall permit the Promoter and its supeyors at or without workmen and others, at all reasonable times, upon the said Property / Proposed Building/said Unit view and examine the state and condition thereof, a or replacements therein for a period of 3 (three) years from the Purchasers being put in possession of the said Unit.
- 23.15. The Purchasers undertakes not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever.
- 23.16. The Promoter shall provide to the Purchasers the water connection in respect to said Unit. The Promoter 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.
- 23.17. The Purchasers are also aware that the Promoter has paid to SRA and other concerned authorities various premiums to various staircase, lift lobby, passages, and other 800 200 Purchaser/s shall not raise any objection with regard thereto.
- 23.18. The Purchasers are aware and hereby expressly agrees to be gromoter will be developing the said Property and will be constructing buildings thereon in the manner as the Promoter may deem fit and proper. The Purchasers shall not take any objection to such construction/development either on the

Page | 37

Promoter

ground of nuisance, annoyance and/or any other grounds of any nature whatsoever and/or shall not cause any impediment to the full, free and uninterrupted development of the said Property by creating hindrances or filing any complaints or legal proceedings before any authorities seeking the stalling of such development/construction. The Purchasers shall not directly or indirectly do anything to prevent the Promoter or any of their nominee/s or transferees from developing and/or carrying out construction of new buildings on any part of the said Property.

23.19. As may be required by the Adani Electricity Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other authorized electricity providers, a substation room may be provided to such electricity provider in any part of the layout of the said Property for supplying electricity to the building/s on the said Property and/or any part thereof and/or to the buildings constructed in the vicinity of the said Property; and the Purchasers hereby grant his/her/their irrevocable consent to the Promoter for the same. The Promoter may be required to and if so required, the Promoter shall make the requisite applications to the land owning authority to execute a deed of lease/sub-lease/conveyance in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. Purchasers shall not raise any objection and/or obstruction towards the outing up and construction of the electric substation and its structures and constructions, room/s, pipes and boxes, electrical meters, cables, ections and other matters in this connection and shall extend all coration and assistance as may, from time to time, be necessary in this

23.20. The Purchasers are aware of various concessions, approvals granted to the Promoter at the time of construction of the Proposed Building including the condoning of open space deficiencies in the course of construction of the Proposed Building and the Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and/or Car parking deficiency and not raise any objection in respect to the construction and/or development activities carried on in the adjoining plots. The Purchaser/s is also aware that the Promoter has availed of various concessions in relation to the Proposed Building from the SRA and/or the concerned authority including open space deficiency, car park deficiency, staircase, etc., from time to time.

respect as per the rules and requirements of the electricity provider. The Proposed Transfer shall be subject to such lease/sub-lease/conveyance as

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Page | 38

may be executed in favour of such electricity provider.

- 23.21. The Purchasers have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter and the undertakings given by the Promoter to the SRA and other concerned authorities that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to Legal Entity and the Purchasers have agreed to abide by and comply with such continuing conditions and obligations.
- 23.22. The Purchasers are aware that the Promoter intends to provide superior quality of services and facilities for the residents of the Proposed Building and for such purpose, the Promoter may appoint a professional Facility Management Company (hereinafter referred to as "the FMC") for the maintenance of the Proposed Building and the common areas and amenities in the Sale Portion. The Purchaser/s along with the other purchaser/s of the premises in the Proposed Building and other structures of the Sale Portion shall be entitled to avail of the services to be provided of arranged by or through the FMC at a cost or charges that may be fixed between Promoter and the FMC. All common costs, charges and expanses that he be claimed by the FMC shall be to the account of and expanses that purchasers/holders of the premises in the Proposed and expanses that have costs shall be shared by all such purchaser/s on pro-rata by the Promoter, which determination shall be binding on the Purchaser/s;
- 23.23. The Purchasers agrees and undertakes to cause the Legal Entity to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchasers along with the other Purchasers in the Proposed Building shall undertake and cause the Legal Entity to ratify the appointment of the FMC as aforesaid.
- 23.24. The Purchasers are aware that the Promoter is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the FMC. The Parties hereto agree that the Promoter is not and shall not be responsible or liable to omnection with any defect or the performance/non-performance or otherwise of these services provided by the FMC.

23.25. The Purchasers also undertake that they will not misuse any pocket part terrace/Chajja / Electric meter room/service floor/refuge area proposed in

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Page | 39

the Proposed Building and further undertake that they shall not misuse Refuge Area, Basement, Podium, society/common office, entrance lobby, Service Floor, Stilt, Elevation/ Ornamental projection, niche portion, parking areas, part stilt of the Proposed Building in future. The Purchasers agrees and undertakes that the refuge areas shall not be allowed to be used for any other purpose and it shall be the responsibility of the owner/occupier to maintain the same clean and free of encumbrances and encroachments.

- 23.26. The Purchasers shall comply with and adhere to the conditions imposed by the Chief Fire Officers' office from time to time in its NOCs.
- 23.27. The Purchasers have been informed and are aware of the fact that the Proposed Building may have multiple restaurants (vegetarian and/or nonvegetarian), rest-o-bar, cafes including those serving alcohol and operating 24 hours and on all days, on such floors as the Promoter shall deem fit, for which the Purchaser/s shall have no objection. Any such restaurants, eateries and bars as mentioned herein, may have attached exclusive terrace for its use (for which terrace the Promoter has/may have paid premium to the concerned authority) and it is hereby recorded that the occupant/owner thereof shall be solely entitled to use such terrace in the manner they deem fit and as may be permitted by law. Annexed hereto and marked as Annexure 'J' he copy of the plan showing attached exclusive terrace area for the restaurant/eatery in the Proposed Building. Also annexed hereto and marked nexure 'J1' is the new proposed plan of the lobby area which may or not have a restaurant/eatery, which plan is subject to approval and ction by the concerned authority and the Promoter reserves its right to further amend the said plan in the manner it deems fit, for which the Purchaser/s hereby specifically agrees and gives its no objection. For the removal of doubts, the Purchaser/s hereby gives its consent, approval and no objection to the use and sanction of available FSI at such place in the

Proposed Building as the Promoter may deem fit if the same is not so utilized

The Purchasers is aware that there may be exclusive elevators/lifts in the your proposed Building meant for the exclusive use of the visitors of certain occupants/owners of certain units in the Proposed Building as may be designated by the Promoter, for which the Purchasers shall have no objection.

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Page | 40

Promoter

Purchasers

in the lobby.

- 23.29. Proposed Building. The Purchaser/s has been informed and is aware that the existing ground floor lobby height as per approved plan may be amended to 5 m. from existing 7.5 m. for which the Purchaser/s hereby gives its specific no objection, consent and approval to the Promoter to amend the approved plans accordingly. The Purchasers agrees and acknowledges that unit
  - constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Promoter under this Agreement.
- 23.30. The Purchasers is aware that in order to ensure safety of the workmen and the Purchaser/s, the Purchaser/s shall not be allowed to the during the time that the Proposed Building is under construction. The Rurch sers shall be given the opportunity for inspecting the Unit or a still payment of the entire Purchase Price.
- 23.31. The Purchasers hereby consents, agrees and a knowledges and a that the Promoter may divide, sub-divide, break and the requirements and in the manner the Promoter deems fit.
- 23.32. The Purchasers has been informed and hereby consents, agrees and acknowledges that in the event a full floor of the Proposed Building is transferred / sold by the Promoter to any party, such party shall be exclusively entitled to use and maintain the passage/lobby area of such floor as limited common area.

### 24. INDEMNITY:

Both the Parties are aware that only on the basis of and relyinh on the representations, assurances, declarations, coverants and warranties made by each Party herein, Each Party has agreed to and is executing this Agreement and Each party hereby agree/s to indemnify and keep indemnified the other party absolutely and forever from and against all and any damage or loss that may be caused to either party including *inter alia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by either party, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by either Party being untrue and/or as a result of both party entering in to this Agreement and/or any other

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Page | 41

Promoter

present/future writings with each other and/or arising therefrom.

#### STAMP DUTY AND REGISTRATION: 25.

At the time of execution of this Agreement the Purchasers 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 Purchasers shall register this Agreement 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 inform the Promoter of the serial number, under which the same is lodged for registration by forwarding the photocopies of the receipt issued by the Sub-Registrar to enable the Promoter and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution thereof.

#### TRANSFER OF THE SAID UNIT: 26.

If the Purchasers, 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 payments of all dues pending under this agreement to the promoters and after the ntimation to the Promoter in that behalf. The Purchaser/s shall not be liable to shall not pay to the Promoter any sums by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same for the first leadsfer by the Purchaser to any prospective buyer. PROVIDED HOWEVER h transferee/s/assignee/s of the Purchaser/s shall always be bound and by the terms, conditions and covenants hereof and on the part of the chaser/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. The Purchaser/s shall be liable to pay any applicable transfer charges to the concerned authority including the Collector as per applicable law in the event of any transfer of the said Unit.

### DISPUTE RESOLUTION: 27.

All disputes, differences, claims and questions whatsoever which may arise between the Parties hereto or their respective representatives in any manner relating to or arising out of this Agreement shall be first referred to concliation of a sole conciliator to be mutually appointed by the Parties. In the event if the Parties are unable to appoint a sole conciliator within 30 (Thirty) days of the dispute arising or in the event of the conciliation not succeeding and

fructifying in a settlement agreement within 30 (Thirty) days of the matter being

Purchasers

referred to the appointed conciliator, then in that event the matter shall be referred to arbitration. Such arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof for the time being in force wherein the Parties hereto shall each appoint one arbitrator and the two Arbitrators so appointed shall appoint the third Arbitrator. The Arbitration proceedings shall be held in Mumbai in English Language.

### 28. MISCELLANEOUS:

- 28.1. 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 Promoter may require, for safe guarding the interest of the Promoter to the Proposed Building and/or the premises therein.
- Purchaser/s to the Promoter in accordance with Annexure 'H' hereof, shall be made by the Purchaser/s, subject to deduction of a assume per the provisions of Section 194IA of the Income Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of Section 194IA of the Income Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Purchaser in the requisite certificates of deduction of tax at source this claims of the payment of the amount of the deduction of tax at source to the Purchaser of the subject of deduction of tax at source to the Promoter shall be deemed to be a breach equivalent to non-payment of the Purchase Price and shall accordingly attract the consequences as mentioned in Clause [4] hereof.
- 28.3. Name of the Proposed Building: The name of the Proposed Building shall at all times remain as "Parinee I", unless changed by the Promoter and the same shall not be changed (even after formation of the Legal Entity) without the prior written permission or approval of the Promoter. The Promoter shall be entitled to add at such places on the façade or compound wall/s or terrace/s or compound/s or common area/s in the Proposed Building or otherwise in the said Property placards; sign boards, neon signs, hoardings etc. indicating to the public at arge that the Proposed Building is being constructed analysis developed (after construction) by the Promoter. A permanental limit ated signage/hoarding stating "Project developed by Parinee" will remain displayed at a prominent place on the Proposed Building or the said

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Promoter

Page | 43

Property and access shall be made available to the Promoter and its authorised representatives, as and when required by the Promoter in order to maintain, repair and replace the signage at the costs of the Promoter.

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

### 28.5. Dispute Resolution:

28.5.1. To 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.

28.5.2. Subject to what is provided in the above Clause [28.5.1], 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 re-enactment 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 arbitral 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





Page | 44

### binding on the Parties.

- 28.6. <u>Jurisdiction</u>: Subject to what is provided in Clause [28.5], the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.
- 28.7. No Demise or Grant or Assignment: The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Property and/or the Proposed Building and/or otherwise howsoever against the Promoter, 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 Property and/or the Proposed Building and thereof.
- the terms of agreement or any forbearance or queing of Purchaser/s shall not be constructed as a waive on the Promoter of any breach or non-compliance of any conditions of this Agreement by the Purchaser/s nor shall the manner prejudice any rights of the Promoter 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 law.
- 28.10. Entire Agreement: The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are all ed to writing and signed by both the Parties.

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28.11. 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, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

28.12. Notices: All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post Acknowledgement Due ("RPAD") or mailed at the electronic mail (email) address as provided by the Purchaser/s to the Promoter or hand delivered at the address mentioned in Page No.1 and shall effectually and completely discharge the Promoter:-

### THE FIRST SCHEDULE ABOVE REFERRED TO

All those pieces and parcels of contiguous land and ground bearing CTS Nos. 844/8 and road portion bearing CTS No. 844/54(part) admeasuring in the aggregate 4012.96 square meters of Village Ambivali, Taluka Andheri (W), Plot No.7-A, Shah Industrial Estate, Off. Veera Desai Marg, Andheri West, Mumbai-400 053, in the Registration Sub-District of Mumbai Suburban and bounded as follows as shown in red colour boundary lines on the plan annexed hereto as *Annexure 'A'*:

On or towards the West by
On or towards the North by
Resource
On or towards the South by

: Plot No.844/10

: Plot No.844/7

: Plot No.844/1

: Plot No.844/9.

Page | 46

Promoter

## THE SECOND SCHEDULE ABOVE REFERRED TO

Commercial Office Unit No.408 on the 4<sup>th</sup> Floor, admeasuring approximately 451.23 square feet carpet area i.e. approximately 41.92 square meters carpet area (as per the definition of the term "carpet area" under Section 2 (k) of RERA) as shown on the typical floor plan (Annexure 'G' hereto) (excluding the area of the sunk area) and in addition thereto the right to exclusively access an area approved as sunk area within the said Unit and which is accessible only through the said Unit (which area is approved as fungible area under Regulation 35(4) of the DCR by the SRA by receiving premium from the Promoter)admeasuring 148.01 Sq. ft equivalent to 13.75 square meters, in the Proposed Building to be constructed on the said Property (as shown in red colour boundary lines on the plan annexed hereto as Annexure A) more particularly described in the first substitute area admeasures 599.23 sq. ft. area

It is clarified that the carpet area as defined hereinabove is computed in access nce of provisions of Section 2 (k) of RERA and as per the RERA Rules (via the net usable to of an apartment, excluding the area covered by the external walls are shafts, exclusive balcony or verandah area and exclusive open terrace area, our macluding the area covered by the internal partition walls of the apartment).

# THE THIRD SCHEDULE ABOVE REFERRED TO PART A -LIMITED COMMON AREAS

- 1. Areas which are appurtenant to the said Unit as mentioned herein which are exclusively allotted to those units including areas such as architectural projections having access through such Units.
- 2. Partition walls between the two units shall be limited common property of the said two units.
- 3. The scooter parks, car parks and basement (if any) and portions thereof will be allotted to specific unit purchaser/s by the Promoter as per their discretion or may be reserved by the Promoter for its exclusive use.
- 4. Terrace appurtenant and/or adjacent to the units, if any, shall exclusively belong to such respective units if so specifically allotted by the Promoter. Top terrace of the Proposed Building, if any, shall exclusively belong to the Promoter.
- 5. Other exclusive and limited common areas and facilities as mean Agreement.
- 6. It is clarified that the area of the said Unit as mentioned in the second schedule hereinabove excludes a sanctioned area of Three Hund ed Sixty Two Point Seventy Four square feet [362.74Sq.ft.] equivalent to Thirty Three point Seventy square meters [33.70 sq.mtrs] as a Loft of the said Unit as shown in the approved plans by SRA and the said Loft is designed and installed by the Promoter.

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Page | 47

Promoter

### PART B - COMMON AREAS

- Part of the centralised air-conditioned lobby (so sanctioned/to be sanctioned as common area) on the ground floor.
- Common infrastructure for dish or data cable (as may be decided by the Promoter), however, fees and charges for these services will be borne by the unit purchasers/occupants.
- 3. All the lift lobbies and passages are mechanically ventilated.
- 4. Power back-up for all common areas including lifts.
- 5. Mechanical car parking systems.
- 6. Refuge areas.
- 7. Ground level plus such levels of parking of the Proposed Building as may be permitted.

open space as may be demarcated by the Promoter from out of the area

described in the First Schedule above.

ntrance puby of the Proposed Building.

rcase columns in the Proposed Building.

rainage, water and electrical lines of the Proposed Building.

etc. in relation to the Proposed Building.

- 13. Fire fighting tanks, hydrants, fire lift, fire escape chutes, sprinklers.
- 14. Compound walls, fencing and gates of the Proposed Building.
- 15. Building maintenance unit for façade.

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Page | 48

Promoter

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written. SIGNED AND DELIVERED By the within named Promoter: PARINEE REALTY PRIVATE LIMITED Through its authorized signatory Mr. Rajesh N. Pawar Pursuant to a Resolution dated passed by the Board of Directors in the presence of ...... SIGNED AND DELIVERED By the within named Purchaser/s 1. Mr. Ashit Kishore Chheda 2. Mrs. Jesal Ashit Chheda in the presence of ..... Whit when Page | 49 Purchasers

### RECEIPT

**RECEIVED** of and from the within named Purchaser/s an aggregate sum of **Rs.18,93,000/-Only**) towards principle amount and sum of Rs.11,35,000/- towards GST payment of the said unit aggregating to Rs.30,28,000/- by various Cheques / Transfers from time to time.

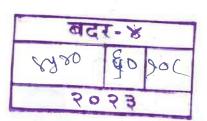
Mode/Cheque No	Date	Amount	Bank/UTR No.	
RTGS	30-03-2023	Rs.9,46,500/-	HDFCR52023033094852807	
RTGS	30-03-2023	Rs.9,46,500/-	HDFCR52023033094837884	
Transfer	03-04-2023	Rs.5,67,500/-	HDFC Ref No. 304038188198	
Transfer	03-04-2023	Rs.5,67,500/-	HDFC Ref No.304038192845	

### WE SAY RECEIVED

For Parinee Realty Private Limited:

**Authorized Signatory** 





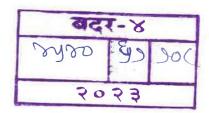
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Purchasers

Page | 50

### LIST OF ANNEXURES

'Annexure	Details			
Annexure 'A'	Property Register Cards and Plan with marked red colour boundary			
Annexure 'B'	Letter of Intent			
Annexure 'B1'	Revised Letter of Intent			
Annexure 'C'	Intimation of Approval			
Annexure 'D'	Commencement Certificate			
Annexure 'E'	No Objection letter from the Lender			
Annexure 'F'	Photocopy of the Title Report dated 12 <sup>th</sup> February, 2016 of M/s. Padiyar & Co.			
Annexure 'F1'	Copy of RERA Registration Certificate			
Annexure 'G'	Typical Floor Plan, showing said Unit in red colour shades			
Annexure 'H'	Details of Purchase Price and Payment Schedule			
Annexure 'H1'	Details of Other payment and deposits and miscellaneous amount payable under this agreement.			
Annexure 'I'	Internal Amenities contained in the said Unit.			
Annexure "J"	Terrace plan of Restaurants on Top floor/s			
Annexure "J1"	Lobby plan of Restaurants on Ground Floor			



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Purchasers

Page | 51





### ANNEXURE - A

	ī	गलमत्ता पत्रक		
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### Slum Rehabilitation Authority

Administrative Building, Pr. Anant Kanekar Marg. Bandra (East), Mumbai-51 Email: info@sra gov in Tel: 26565800, 26590405/1879 Fax 022-26590457

No.: SRA/DDTP/0072/PN/PL/LOI Date:

Shri Manoj Vishwakarma Architect 1.

of M/s. DOT Architects Gr. Floor, Sharda Sangeet Vidyal M.K.Marg, Kalanagar, Bandra

Mumbai-400 051.

M/s. Parinee Reality Pvt. I Developer 2.

1st floor, plot no. C 38-39.

Behind MCA, Bandra Kurl

Bandra (E), Mumbai-400 0

Sub: Clubbed LOI for

Proposal 1: Proposed Slum Rehabilitation Scheme (P.T.C.) under Reg. 33(14) (D) on plot bearing C. T.S. No. 19 (pt), 20 (pt), 21 (pt), 22 (pt), 25 (pt) and 26 (pt) of Village Malad, Malad

(E) Mumbai

Proposal 2: Proposed Slum Rehabilitation Scheme (P.T.C.) under Reg. 33(14) (D) on on plot bearing CTS No. 844/B & 844/54 (pt) of village Ambivali, Andheri (West), Mumbai

SRA/DDTP/0072/PN/PL/LOI Ref:

Gentleman,

With reference to the above mentioned Slum Rehabilitation Scheme on plot bearing C.T.S No. 19 (pt), 20 (pt), 21 (pt), 22 (pt), 25 (pt) and 26 (pt) of Village Malad, Malad (E) Mumbai & CTS No. 844/B & 844/54 (pt) of village Ambivali, Andheri (West). Mumbai , this office is pleased to inform you that this Letter of Intent is considered and approved for the sanctioned FSI of 2.50 (Two point five zero only) in accordance with provisions of Appendix - IV of Reg. 33 (14)(D) of amended D.C. Regulations. 1991, out of maximum FSI of 2.50 shall be allowed to be consumed on the plot, subject to the following conditions:

### SRA/DDTP/0072/PN/PL/LOI

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

### The salient features of the scheme are as under:

Sr.		Now proposed							
No.	Parameters	Proposal 1			Proposal 2				
1.	Plot area considered	9630.00				7194.88			
2 Deductions a) 18.30 Mt Road set back area		2110.20							
	b) Proportionate D. P. Road as per- layout scheme.							8.00	
3.	Balance plot area	7519.80			3996.88				
4 Less: a) 15% RG (R-Zone)		1127.97			Pers.				
	b) 10% RG (I-3 Zone)	+		399,68					
	c) 5% AOS	6391.83			3597.20				
5. Net plot area 6. Add a) 18.30 Mt Road set back area				10.20		3,391.20			
	b) Proportionate D. P. Road as per layout scheme.						319	8.00	
7	Plot area for FSI	8502.03				679.	5.20		
8.	F.S.L permissible	Normal	Free sale	PTC	Total	Normal	Free sale	ITC	Total
		1.00	0.75	0.75	2.50	1.00	0,75	0.75	2.50
-	Built up area	8502.03	6376.52	6376.52	21255.07	6795.20	5096.40	5096.40	16988.0
Sire Asia	h it up area arcissible after thobing	8502.03	1280,12 (6376.52 5096,40)	11472 92 (6376 52 5096 40)	21255.02	6795.20	10192.80 (5096.40 + 5096.40)	1104	16988.0
	property / property after			396   Nos	396 Nos.			- Anna	

That the rehabilitation component of scheme shall include.

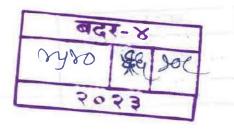
Sr. No.	No. of Tenements
a.	363 Numbers of PTC tenements
b.	04 Numbers of Balwadi
C.	04 Numbers of Welfare Centre,



### SRA/DDTP/0072/PN/PL/LOI

Above Amenity tenements are to be handed over to Society and Society to use these tenements for specific purpose only within 30 days after issuance of the OCC of PTC bldg. Handing over / Taking over Receipt shall be submitted to SRA before requesting further approvals.

- 3. That this Letter of Intent is issued on the basis of plot area certified by the Architect and other relevant documents. In the event of change of any of the above parameters, during actual site survey by the City Survey Officer (SRA), then the sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within 2.50.
- 4. This Letter of Intent merely does not give any right to avail of extra FSI granted under D.C. Regulation 33 (10).
- 5. That the Arithmetical error if any revealed at any time shall be corrected on either side.
- 6. That this LOI is valid for the period of 3 (three) months from the date of issue. However, if IOA / CC is obtained for any one bldg. of the project then this LOI will remain valid till completion of estimated project period.
- The owner/Developer shall display the name at site being stated the work giving the details such name, address and confidence owner/Developer, Architect, Structural Engineer, Approval Date of LOI, Layout & IOA.
- 8. That if any of the document submitted by Architech Developing Society or Owner are found to fraudulent/missing robitated Competent Court and if directed by Competent Court and LOI then, the LOI is liable to be cancelled an person/Society/Developer liable for action under section 200, 420, 465, 468 and 471 of IPC 1860 and section 101, 102 of Indian Evidence Act.
- 9. That you shall bear the cost of carrying out infrastructure works right upto the plot, and shall strengthen the existing infrastructure facility and / or provide services of adequate size and capacity as per the directives of the Slum Rehabilitation Authority, issued during execution period.
- 10. That you shall bear the cost towards displaying the details such as date of issue of important document like LOI, Layout, C.C., O.C.C. on SRA website.
- 11. The separate mutation entry for the right of way shall be reflected in the P.R. Card before obtaining OCC of rehab building.



### SRA/DDTP/0072/PN/PL/LOI

12. As per circular No. 138, that the rehab/composite buildings shall be constructed as per specifications of relevant IS codes, NBC in force & the Specifications for Quality Control Measures of SRA Rehab Buildings prescribed by SRA

## A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE IOA OF BLDG.:-

- 1. That the carpet area of PTC tenements shall be certified and duly signed by the Licensed Surveyor/ Architect.
- 2. That the Developer shall incorporate the clause in the registered agreement executed with project affected persons that they shall not sell or transfer tenements allotted under Slum Rehabilitation to anyone else except the legal heirs for a period of 10 (ten) years from the date of taking over possession, without the prior permission of the CEO (SRA).
- 3. That you shall not block existing access leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
- 4. That you shall submit the NOCs as applicable from the following concerned authority in the office of Slum Rehabilitation Authority before requesting of approval of plans or at a stage at which it is insisted upon by the concerned Executive Engineer (SRA).

The Control	Sr. No.	NOC's	Stage of Compliance
STATE SUB REGISTRE	To all	A.A. & C. 'P/N' & 'K/W'-Ward	Before Plinth CC of Sale bldg.
a gay	1311	H.E. from MCGM	Before Plinth CC.
	班	Tree Authority	Before Plinth CC.
Comments of the second		Dy.Ch.Eng.(SWD) W.S.	
SUBURBAN DIST. O		i) Regarding Internal SWD	Before Further CC.
		ii) Regarding Training of Nalla.	Before Plinth CC.
	5	Dy.Ch.Eng.(S.P.) (P & D)	Before Plinth CC.
	6	Dy.Ch.Eng.(Roads) W.S.	Before Plinth CC.
	7	P.C.O.	Before Plinth CC.
	8	BEST / TATA / Reliance Energy /	Before Further CC.



	MSEB / Electric Co.	
9	NOC's from MTNL-Mumbai regarding required area & location for installation of telephone concentrator's room.	Before OCC of Sale bldg.
10.	Civil Aviation Authority	Before Plinth CC.
11.	E.E. (M&E) of MCGM	Before Further CC/OCC of Bldg.
12.	E.E. (T&C) of MCGM for Parking Layout	Before Plinth CC.
13.	CFO	Before Plinth CC.

- 5. That you shall submit the Indemnity Bond indemnifying the Slum Rehabilitation Authority and its officers against any accident on site, risks or any damages or claim arising out of any sort of with the slum dwellers / property owners or otherwise.
- 6. That IOA for first PTC building will be granted after min plants. Condition No. 11 of LOI & Registration of the Society by ARS (SRA).
- 7. That the IOA/Building plans will be approved in accordance with modifications in the Development Control Regulations besued by Govt. of Maharashtra vide Notification No. CMS/TPB/43 58/2011/UD-11 dtd. 06-1-2012 and prevailing rules at the approval.
- 8. That the tenements proposed for PTC shall be shown distinctly on the plan to be submitted and should be forwarded to A.A. & C. P/N' & 'K/W'-ward to assess the property tax.
- B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING PLINTH C.C. OF THE PROPOSED BUILDING.:-
- That you shall submit layout and get the same approved before obtaining Commencement Certificate of 1<sup>st</sup> Rehab Building or before IOA of 2<sup>nd</sup> bldg, in the layout.
- That you shall submit phasewise programme for development of infrastructural works, reservation, amenities etc. in the layout while approving the layout and same shall be developed accordingly. A registered undertaking to that effect shall be submitted. This shall be submitted along with layout plan or before issue of C.C. for 1st PTC Bldg.

- 3. That you shall get D. P. Road/set back land/other buildable & non-buildable reservation land demarcated from A. E. (Survey)/D.P./ E.E. (T&C) department of M.C.G.M.
- 4. That you shall get the plot boundaries demarcated from Concerned Officer before requesting of C.C. as per D.C. Regulation No. 38 (27), prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain without obstructing flow of rain water from adjoining holding, to prove possession of holding in phase programme as per removal/cleaning of structures on plot before requesting C.C. of sale building or OCC of 1st PTC building whichever is earlier.
- 5. That you as Architect / Developer / Society / PMC shall strictly observe that the work is carried out as per phased programme approved by the Slum Rehabilitation Authority and you shall submit regularly progress report to the Slum Rehabilitation Authority along with photographs and certificate showing the progress of the construction work on site achieved as per approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.
- 6. That you shall submit the Registered Undertaking from Society & developer, not misusing pocket terrace & Part terrace before granting C.C. to the bldg. under reference.
- 7. PTC/Sale Building:-
- a. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng.(S.R.A.)/E.E.(S.R.A.) for implementation / supervision / completion of S.R. Scheme.

he Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority issue of LOI.

the developer shall execute tri-partite Registered agreement even Developer, Society & Lift Supplying Co. or maintenance firm comprehensive maintenance of the electro mechanical systems as water pumps, lifts, etc. for a period of ten years from the te of issue of Occupation Certificate to the High-rise PTC building.

Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

- d. The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A.) / E.E. (S.R.A.) for quality audit of the building work at various stages of the S.R. Scheme.
- e. That the developer shall install fire fighting system as per requirements of C.F.O. and to the satisfaction of this department. The developer shall execute tri-partite Registered agreement between Developer, Society & Fire Fighting equipment supplying Co. and/or maintenance firms for comprehensive maintenance for a period of

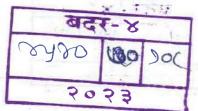


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ten years from the date of issue of occupation certificate to the High-rise Rehab/Composite building.

Entire maintenance cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

- f. That the structural design of buildings having height more than 24m shall be got peer reviewed from another registered structural engineer / educational institute.
- 8. The developer shall submit prior environmental clearance from Ministry of Environment & Forest (MOEF) as per the notification no. SO-1533 (E) dtd. 14-9-2006 before obtaining C.C. in the scheme with total actual area to be constructed on site having more than 20000 sq.mt.
- 9. That the existing stand post water connections it in stricture be disconnected after demolition of respective but ment of dues shall be paid & cleared by the developer.
- 10. That you shall make payment in respect of the depreciates cost of any toilet block(s) existing in the slum plot to the Municipal Corporation of Greater Mumbai through Ch.E. (N. 72) Character Asst. Commissioner of 'P/N' & 'K/W'-Ward, as the same is required to be demolished for development under the cost of the co
- 11. That you shall pay total amount of Rs. 74,20,000/- towards Maintenance Deposit to be kept with Slum Rehabilitation Authority at the rate of 20,000/- per tenement as decided by the authority and total amount of Rs. 1,14,46,579.20 /- {i.e. @ Rs. 560/- (Suburb)-/- Rs. 840/- (City) per sq.mt.} towards Infrastructural Development charges as per Circular no. 7 dated 25/11/1997.
- 12. That you shall pay development charges as per 124 E of M.R. & T.P. Act separately for sale built up area as per provisions of M.R. & T.P. Act as per prevailing stamp duty Ready Reckoner rate.
- 13. As per Circular No. 130, Labour Welfare Cess charges of one percent of total cost of construction as mentioned in stamp duty Ready Reckoner rate (excluding land cost) shall be paid before grant of C.C.
- 14. That you shall submit the NOC from the High Rise Committee before granting further CC to the Sale building beyond 70 mts.
- 15. That you shall submit the registered undertaking against the misuse of the same will be insisted before grant of C.C. from the developers/society of scheme.
- C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING FURTHER C.C. OF THE PROPOSED BUILDING.-



- 1. That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for amalgamated/sub-divided plots before obtaining C.C. for last 25% of sale built up area.
- 2. That you shall handover the demarcated buildable/non-buildable reservation and/or built-up amenity structure to MCGM and/or user department free of cost & free of encumbrances before granting CC to the last 25% for Sale BUA of sale building in the scheme as per MCGM specification and certificate to that effect shall be obtained and submitted and separate P.R. Card with words duly certified by Superintendent of Land Records (SLR) for the buildable and non-buildable reservation in the name of M.C.G.M. / user Deptt. shall be submitted before obtaining Occupation Certificate for Sale Bldg.
- 3. That the quality and workmanship of construction work of each building in the layout shall be strictly monitored by concerned Architect / Site supervisor / Structural Engineer and report on quality of work carried out shall be submitted by Architect with test results and at the stages of obtaining further C.C., various stages of construction & before occupation to the buildings in the scheme.
- 4. That you shall submit the design 'AA' slab for swimming pool.
- 5. That you shall submit the design 'AA' slab over underground tank & NOC from H.E.Dept, SP (P&D) & CFO.
- 6. That you shall submit the Annexure-III before grant of further C.C. beyond zonal FSI to the sale bldg.

THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.:-

That you shall hand over 363 numbers of PTC tenements to the Rehabilitation Authority each of carpet area 20.90 sq.m. free of

That the Amenity Tenements i.e. 04 Balwadi shall be handed over to the Woman and Child Welfare Department, Government of Mahar shtra as per the directions given by the Additional Chief Society, Woman and Child Welfare Department, Government of Circurashtra, in meeting held on 18.10.2011 as per Circular No. 129 04 nos. of Welfare Centre, 03 nos. of Society Office shall be handed over to the slum dwellers society to use for specific purpose only within 30 days from the date of issue of OCC of PTC bldg.

- 3. That the layout Recreation Ground shall be duly developed before obtaining occupation of sale building as per DCR-1991.
- That you shall display bilingual sign boards on site and painting of SRA Logo on rehab buildings as per Circular No. SRA/Admn/Circular No. 64/569/2004 dtd. 14/10/2004.



- 5. That the Rain Water Harvesting system should be installed/provided as per the direction of U.D.D., Govt. of Maharashtra under No. TPB/432001/2133/CR-230/01/UD-11 dtd.10/03/2005 and the same shall be maintained in good working conditions all the time, failing which penalty of Rs.1000/- per annum for every 100 sq.mt. of built-up area shall be levied.
- 6. That the developer shall ensure that water connection to the PTC building is obtained within one month from date of occupation. Certificate of the rehab bldg. Water connection granted shall be submitted to this office before asking any further approvals in the scheme thereafter.
- 7. That the defect liability period for PTC building will be 3 years from the date of granting OCC and any repairs/rectification required during this period will be done by the developer as per circular no. 108. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period of rehab/composite bldg.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming sanctioned F.S.I. separately for each building, in conformity with the D.C. Regulation No. 33 (14) (D), in the office of the undersigned.

Yours faithfully,

Deputy Chief Engineer Slum Rehabilitation Authority







No.: SRA/DDTP/0072/PN/PL/LOI Date: 115 JUL 2014

### REVISED LOI

1. Architect

Shri Manoj Vishwakarma of M/s. DOT Architects Gr. Floor, Sharda Sangeet Vidyalaya M.K.Marg, Kalanagar, Bandra (E), Mumbai-400 051.

2. Developer

M/s.Parinee Reality Pvt. Ltd. 1st floor, plot no. C 38-39. "G"- block, Behind MCA, Bandra Kurla Complex, Bandra (E), Mumbai-400 051.

Sub: Revised of Clubbed LOI for

Proposal 1: Proposed Slum Rehabilitation Scheme (P.T.C.) under Reg. 33(14) (D) on plot bearing C. T.S. No. 19 (pt), 20 (pt), 21 (pt), 22 (pt), 25 (pt) and 26 (pt) of Village Malad, Malad (E) Mumbai

Proposal 2: Proposed Slum Rehabilitation Scheme (P.T.C.) under Reg. (14) (D) on on plot bearing CTS No. 844/B of village Ambivali, And cri (West), Mumbai

SMATTP/0072/PN/PL/LOI

with terence to the above mentioned Slum Rehabilitation Scheme on plot S No. 19 (pt), 20 (pt), 21 (pt), 22 (pt), 25 (pt) and 26 (pt) of Village Malad, Mumbai & CTS No. 844/B of village Ambivali, Andheri (West), Mumbai , this office is pleased to inform you that this **Revised Letter of Intent** is considered and approved for the sanctioned **FSI** of 2.50 (Two point five zero only) in accordance with provisions of Appendix – IV of Reg. 33 (14)(D) of amended D.C. Regulations, 1991, out of maximum FSI of **2.50** shall be allowed to be consumed on the plot, subject to the following conditions.



Administrative Building, Prof. Anant Kanekar Marg, Bandra (East), Mumbai - 400 051, Tei - 2656 5800, 2659 0405 / 1879, Fax: 022-2659 0457, Email: info@sra.gov.in

66 | Page

- This LOI is issued in continuation with earlier LOI issued under even number dtd.04.12.2012 & stand modified with respect to the condition mention herein above.
- That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per salient feature annexed herewith.

3. The salient features of the scheme are as under:

Sr.	Parameters	Now proposed							
No.	; a; ameters	Proposal 1			Proposal 2				
1	Plot area considered		7410.50				719	4,88	AT SUB REC
2,	Deductions at 18.30 Mt Road set		21	10.20			/	A CAN	विश्वेषक जु
	back area							H (#	Thu
	b) Proportionate D. P. Road as per layout scheme			-			1	The Car	TI, MC
	c) MAP		11	98.30				1/100	PEAN CHE?
J.	Balance plot area		41	.02.00			399	6.88	
4	Less: a) 15% RG (R-Zone)		61	15.330				•••	
	bj 10% RG (I-3 Zone)			alia			39	9.68	-
	c) 5% AOS							***	3 1
5.	Net plot area		34	186.70		3597 20			
6.	Add a) 18:30 Mt Road set back area		21	10.20			**		
	b) Proportionate D. P. Road as per layout scheme.		-				319	8,00	100 P
	c) MaP		11	98.30			1	- 1/3	S. Daniel
7	Plot area for FSI (5+6)		67	95.20		6795.20			
8.	F.S.I. permissible	Normal	Free sale	PTC	Total	Normal	Free salc	PTC	Total
		1.00	0.75	0.75	2.50	1.00	0.75	0_75	2.50
q.	Built up area permissible	5596.90 (Sale) + 1198.30 (MAP) - 6795.20	5096.40	5096,40	16988.00	6795.20	5096.40	5096.40	16988.00
10.	Built up area permissible after clubbing	5596 90 (Sale) + 1198.30 (MAP) =	***	10192.80 (5096.40+ 5096.40)	16988.00	6795.20	10192.80 (5096.40 + 5096.40)	72-1	16983 00
		6795.20						d	77-

Sr. No.	No. of Tenements
a.	350 Numbers of PTC tenements
b.	04 Numbers of Balwadi
C.	04 Numbers of Welfare Centre,
d,	04 Numbers of Society Office.

Note - All the other condition mentioned in earlier LOI dtd. 04.12.2012 is intact & shall be complied along with following additional condition.

- That you shall submit the remarks from Deputy conservator Forest (Sanjay Gandhi National Park) for the added portion of MΔP plot before CC of MΔP plot and before claiming in correspond potential.
- 2. That shall obtain the remarks from Municipal Architect regarding planning and designing of MΔP before asking IOA of school building.
- That you shall pay the difference in RR rates for the area of PTC t/s. transferred before claiming C.C. above zonal FSI.

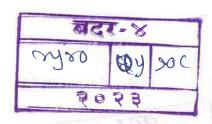
If applicant Developer / Architect is agreeable to all these conditions, then you may submit proposal for approval of plans separately for each building in conformity with the modified D.C.Reglation of 1991 in the office of the undersigned within 90 days from receipt of this LOI.

Yours faithfully

Chief Executive Officer
Slum Rehabilitation Authority

(Hon'ble CEO (SRA) signed dated 11.04.2014)





ANNEXURE - C





# SLUM REHABILITATION AUTHORITY

Administrative Building, Pr. Ananat Kanekar Marg, Bandra (East), Mumbai - 400 08

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

12 DEC 2012

No. SRA/PAG/ DDTP/662/KW/PL/AP

SALE BLDG.

Par	. Parinee Reality& Pvt. Ltd, inee Crescnzo, 1st Floor, C 38 & 39 'G' Block,
Beh Ban	ind MCA, Bandra Kurla Complex, dra (East), Mumbai 400 051.
With	reference to your Notice, letter No. 669 dated 20 and delivered
on	20 and the plans, Sections, Specifications and Description and further particulars
and	Proposed Sale Building on Plot bearing CIS No.
844 5.R 21( CTS	/B & 844/54(pt) of Village Ambivali, Andhell (v), 20(pt), 20(pt), Schemes under Reg. 33(14)(D) on plot bearing CTS No.19(pt), 20(pt), pt), 22(pt), 25(pt)& 26(pt) of Village Malad, Malad (E) & plot bearing pt), 22(pt), 25(pt)& 26(pt) of Village Ambivali, Andheri (W), Mumbai.
furnis	shed to me under your letter, dated20 I have to inform you that the proposal
of co	instruction of the building or work proposed to be erected or executed is hereby approved under
secti	on 45 of the Managashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the
follov	wing conditions
Α.	THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL
Δ 1)	That the Commencement Certificate us/. 44/69 (1) of the MR & TP Act, Shall be obtained before
71.1)	starting the proposed work.
A.2)	That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per D.C. Regulation No. 38 (27)
A.3)	That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D.C. Regulation 5(3) (ix) shall be submitted by him.
A.4)	That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before C.C.
	3033 Mag 130

Subject to your so modifying yo	our intention as to comply the aforesaid mentioned conditions and
meet by requirements. You will be at Ill	berty to proceed with the said building or work at anytime before the
day of	20 but not so as to contravene any of the provisions o
the said Act as amended as aforesaid	or any rule, regulations of bye-law made under that Act at the time
in force.	

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

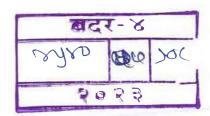
Executive Engineer, (S.R.A.)

# SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.)/ Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / Mumbai Suburban District before the work is started. The Nonagricultural assessment shall be paid at the rate 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 Approval.





- 5) That the minimum plinth height shall be 30 cm, above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60 cm, above the high flood level.
- That the low lying plot shall be filled up to a reduced level of atleast 92 T.H.D. or 15 cm. above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road.
- 7) That the internal drainage layout shall be submitted & got approved from concerned Asst. Engineer (SRA) and the drainage work shall be executed in accordance with the approved drainage layout.
- That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect/Structural Engineer certifying the quality of the construction work carried out at various stages of the work.
- 10) That no construction work shall be allowed to start on the site unless labour insurance is taken out for the concerned labours and the same shall be revalidated time to time. And the compliance of same shall be intimated to this office.
- 11) That the Registered Undertaking from the Develop shall be submitted for the following
  - i) Not misusing part/pocket terrace.
  - ii) Not misusing stilt.
  - iii) Not misusing Refuge Area.
  - iv) To demolish the excess area if permissible F.S.I.
  - v) Handing over setback land free of compensation alongwith the plan.
- 12) The Structural designs and the quality of materials and workmanship shall be strictly as per conditions laid down in Regulation 45 of DCR 1991 amended up to date.
- 131 That you shall submit remarks from Asst. Commissioner of 'K/W' ward for closing/covering of well in the S.R. Scheme.



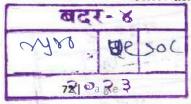
- B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE: -
- 1) That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked & certified by the concerned Sub Engineer (SRA).
- 2) That the stability certificate for work carried out upto plinth level/stilt level shall be submitted from the Lic. Structural Engineer.
- 3) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer, Third Party Quality Auditor and Project Management Consultant. The periodical report as regards to the quality of work shall be submitted by Architect along with test result.
- C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.
- All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale/composite building.
- The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
- 3) That some of the drains shall be laid internally with C.I. pipes.

hat you shall developed the layout access/D.P. Road/setback land luding providing streetlights as per the remarks/specifications M. And submit the completion certificate from E.E. (Road truction) as per the remarks.

the dustbin shall be provided as per requirement.

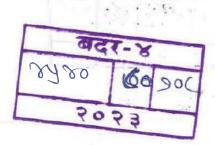
at carriage entrance over existing SWD shall be provided and harges if any for the same shall be paid to MCGM before requesting occupation.

- 7) That the surface drainage arrangement shall be provioted in consultation with E.E. (SWD) as per the remarks and a completion certificate shall be obtained and submitted before requesting for occupation certificate/B.C.C.
- 8) That the requirements from the M.T.N.L./ Reliance Energy /concerned electric Supply Co. shall be complied and complied wit.h before asking occupation permission.



Silve.

- That the Architect shall submit the debris removal certificate before requesting for occupation permission.
- 10) That 10'-0" wide paved pathway up to staircase shall be provided.
- 11) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt upon and shall be levelled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
- 12) That the name plate/board showing Plot No., Name of the Bldg, etc. shall be displayed at a prominent place,
- 13) That the N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
- 14) That the drainage completion Certificate from E.E. (S.P.) (P & D) for provision of septic tank/soak pit/STP shall be submitted.
- 15) That stability Certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted on canvas shall be submitted.
- That the single P.R. cards for the amalgamated submitted.
- 17) That layout R.G. shall be developed as approved by
- 18) That the N.O.C. from the A.A. & C. 'K/W' Ward shall be and the requisitions, if any shall be complied with warred.
- 19) That completion certificate from C.F.O. shall be subm
- That you shall submit P.R. Card and CTS plan thereo, earmarking the rehab plot and sale plot and built up area as per the approved layout.
- 22) That the completion certificate from E.E. (T&C) of MCGM for parking shall be submitted.
- 23) That the completion certificate from E.E. (M&E) of MCGM for Ventilation/Stack parking/Mechanical Parking System shall be submitted.
- 24) That the completion certificate from Tree Authority of MCGM shall be submitted.
- That you shall submit the receipt for handing over of buildable / non-buildable reservations before requesting full OCC of sale bldg.

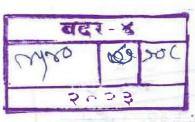


- D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C.
- 1) That certificate under Section 270A of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply.
- 2) That you shall have to maintain the PTC building for a period of 3 years from the date of granting occupation to the PTC bldg.
- That you shall have to maintain the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.
- That the Amenity Tenements i.e. 04 nos. of Balwadi, 04 nos. of Welfare Centre, 04 nos. of Society Office shall be handed over to within 30 days from the date of issue of OCC of PTC bldg.

#### NOTES:

- 1. That C.C. for sale building shall be controlled in a phasewise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component as per Circular No. 98 & 104.
  - That no occupation permission of any of the sale wing/sale building/sale area shall be considered until Occupation Certificate for equivalent Rehabilitation area is granted.
- That CEO (SRA) reserves right to add or amend or delete some of the above or all the above mentioned conditions if required, during execution of Slum Rehabilitation Scheme.

Executive Engineer -II Slum Rehabilitation Authority

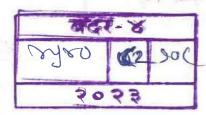


74 | Page

#### NOTES

711	The work should not be started unless obj	iections	are complied wit	th.
	THE WOLK PHOUSE IN STRUCTS OF	COLIO	a	

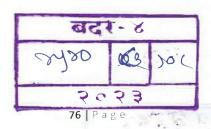
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted alongwith the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given untill the hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards of M.C.G.M. 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 presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hearding 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, debris etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of abovesaid by this department.
- (9) No work should be started unless the structural design is submitted from
- (10) The work above plinth should not be started before the same is antimate this fifte Sub-Engineer (SRA) concerned and acknowldgement obtained from his regarding was these of the open space's dimension.
- (11) The application for sewer street connections, if necessary, should be with commercement of the work as the Municipal Corporation of Greater time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division/Amalgamation under No. \_\_\_\_\_\_should be adhered to and complied with.
- (13) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex. Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned. Ex-Engineer of M.C.G.M. including aspiralting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq.Mtrs below pavement.



- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No w ork should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circum, stances, the work as per approved plans should not be taken up in hand unless the Chief Engineer [SRA] is satisfied with the following:
  - (i) Spe cific plans in respect of evicting or rehousing the existing tenants on your plot 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 for the alternative accompdation in the proposed structure.
  - (iii) Plans showing the phase 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.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metres.
- (23) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) 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.
- (26) No new well, tank, pond, distern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plains glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.



Executive Engineers, (S.R.A.)



#### ANNEXURE - D



### SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (East). Mumbai - 400 051 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

No SKA/DDTP/662/KW/PL/AP 3 JUL 2015

COMMENCEMENT CERTIFICATE SALE BLDG. M/s. Parines Reality Pyt\_Ltd.

1st floor, Plot No.C 38-39, 'G' Block,
Behind MGA, Bendra Kurla Complex,
Bandra (E), Mumbai-400 051. With reference to your application No. Permission and grant of Commencement Certificate under seation 44 & 69 of the Muharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharathita Regional and Town Planning Act, 1966 to caret a building on pict No at CTS No.844/B & 844/54(pt.)

CXEX.XXX of Village Ambivali, Andheri (W) for clubbing of two S.R. Schemes under Reg.33(14)0 on plot hearing CTS No.19(pt.),29(pt.),21(pt.) 22(pt.),25(pt.) & 26(pt.) of village Meled, Welad (E) & plot hearing of whose CTS No. 844/3 & 844/54(pt.) 79fs Köllage Ambivali, Andheri (W),Mumbel. The Commencement Certificate/Building Permit is granted subject to compliance of mentioned in LOI SEA/ODTP/0072/PN/PL/LGI (clubbed LGI) dt\_15/07/2014 dl 12/12/2012 IDA U/R No SRA/DDTP/662/KW/PL/AP and on fellowing conditions. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street. The land vacated in consequence of endorsement of the setback line/road widening line shall form pan 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 treason until occupancy permission has been granted.

The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue. However the construction work should be commenced within three months from the date of its issue. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of constal Zone Managament plant of the provision of the provision of the provision of the provision of the date of the first plant of the provision of the date of the Plantaga Act. 1966.

This Certificate is liable to be newtoness that the same is obtained by the applicant through fraud of misrepresentation and the applicant and every person deriving the through or under him in such an event shall be deemed to have carried out the development work in contravention of sections and successors and every person deriving the through or under him.

The Certificate shall be binding not only on the applicant out on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him. The C E O (SRA) has appointed \_\_\_\_\_ SHRI AVINASH RAC. Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the

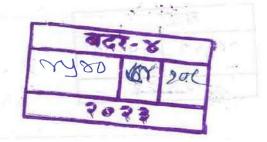
This CC sgranted for work up to podium top of Sale building as new approved

plan dtd. 12/12/2012.

For and on behalf of Local Authority
The Slum Rehabilitation Authority

Executive Engineer (SRA) (W.S.)

CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)



# SPA/ DDTP/ 662/ KW/PL/AP 16 APR 2016 This CC is further extended upto 11th upper foor as per appoored plan dated 12/12/2012

SRA/ DOTP/ 662/ KW/ PL/AP 23 AUG 2017

This C.C. 9s further extended for R.C.C. work only from 12th to 20th upper floor as per the approved amended plan dated 29/04/2017.

Slum Rehabilitation Authority

/DPTP/662/KW/PL/AP =5 JAN 2018

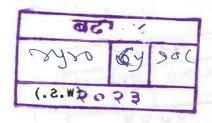
Is hother seteare for finishing work from 12th to 20th Aloors and Further extented for RCC. work only from 21st to 27th upper floor as per the approved amended plan dated 28/04/2017

> Executive Engineer Slum Rehabilitation Authority

GRAIDDTP/662/KW/PL/AP23 OCT 2018

This cc is further extended for only acc tramework from 28th to 30th upper blooms + OHT + LMR as per approved amended plans dated 28/04/2018.

Slum Rehabilitation Authority



# **IDBI Trusteeship Services Ltd**

CIN: U65991MH2001GOI131154



Ref No: 1022-2/ITSL/OPR/2023-24

Date: - April 29, 2023

To,
Parinee Realty Private Limited,
Parinee I,
Shah Industrial Estate,
Off Veera Desai Road,
Behind Yashraj Studios,
Andheri West, Mumbai - 400053.



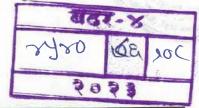
Re: Provisional Release/No Objection to sale of Unit No. 408 in the Project Parinee I, Andheri (West) in favor of Mr. Ashit Kishorechandra chheda and Mrs. Jesal Ashit Chheda.

In terms of mail received from J. C. Flowers Asset Reconstruction Private Limited ("Lender") (loan assigned by erstwhile lender, YES Bank Ltd.) dated April 28, 2023 confirming issuance of NOC for sale of the premises, we hereby confirm that we have no objection to the sale of the Premises and hereby release our charge/encumbrance in respect of the said unit 408, with RERA carpet area of 452 sq. ft., more specifically described in Annexure, provided herewith in Project Parinee I located at Andheri (West), Mumbai, subject to the following conditions being fulfilled:

- a) This is a provisional NOC which is granted subject to the amounts receivable, as mentioned in "Annexure-A" provided below, being transferred/ deposited into Parinee Realty Parinee I Coll RERA Account bearing No. 007866200000143 with YES Bank Limited, Mumbai. The Lender's lien will be fully and finally released over the said premises only after receipt of balance consideration in the above mentioned escrow account.
- b) Please note that in the event the sale of the said premises is cancelled or if the balance consideration is not deposited in the above mentioned account as per this NOC, this provisional NOC shall stand revoked forthwith and lender will continue to hold its first and exclusive charge on the said Premises.
- c) Please note that the consent hereby granted is restricted to release of mortgage/charge over the Premises mentioned above and this NOC/sale of above mentioned premises shall not adversely affect the charge of all other premises/shops/units including the land and construction thereon created in favor of Yes Bank Ltd. now J. C. Flowers Asset Reconstruction Private Ltd.

Yours faithfully
For IDBI Trusteeship Services Ltd.

YASH by YASH
RAKESH GHELANI
GHELANI Date: 2023.04.29
Authorized Signatory



#### Annexure-A

Sr. No.	Flat No.	Name Of Purchaser	RERA Carpet area of the unit	Agreement Value (Rs.)	Demand Due as per current stage of Construction	Amount Received as on date (Rs.)	Balance Receivable based on Current Demand Due	Total Balance Amount Receivable (Rs.) (A-C)
1.	408	Mr. Ashit Kishorechandra chheda and Mrs. Jesal Ashit Chheda	452	1,89,30,000	1,60,90,500	18,93,000	1,41,97,500	1,70,37,000

### ANNEXURE- "F"

Padiyar& Co.

Advocates & Legal Consultants
Unit No.111, The Summit Business Bay, Opp. Cinemax Cinema, A. K. Road, Andheri (E), Mumboi - 93.

Cell Tel

: 9323802133 : 65260674/75/22641533 Email: padiyarco@gmail.com

a) Name of the Developer PARINEE REALTY PVT. LTD.

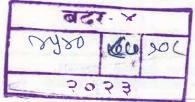
REF: PC/Gen/LSR - 538/15

12th February, 2016

#### TITLE INVESTIGATION REPORT

### TO WHOM SO EVER IT MAY CONCERN

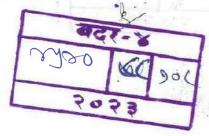
1.	having development rights in the scheduled property					
		nstitutionofthed cloping the pro		Private Limited Company		
2.	Complete or full description of the immovable property(ies) offered as security for creation of mortgage whether equitable/registered mortgage.			original Plot No.7A admeasuring 2893.2 sq.		
	CTS	No.		CTS No. 844/8 and 844/54		
	Locations like name of the place, village, city, registration, sub-district, etc.					
3.	a) Pa (a) N	rticulars of the dature of docum	documents so ents verified	crutinized - serially and chronologically as per the photocopy provided.		
	Sl. Date Name and provided:			Nature of the Documents as per photocopies		



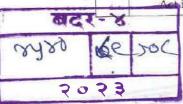


**80** | Page

1.	10/12/2015	Registered Indenture of Extension of Mortgage dated 10th December, 2015 duly registered with the Sub Registrar of Assurances, Andheri, under Serial No. BDR4-9511-2015 executed by Parinee Realty Pvt. Ltd. as the "Mortgagor" in favour of IFCl Ltd. as the "Lender/Mortgagee", duly stampedfor extending existing mortgage charge for additional term loan of Rs.55 Crores.
2.	10/12/2015	Registered First Amendment to the Indenture of Mortgage" dated 10th December, 2015 executed by Parinee Realty Pvt. Ltd. as the "Mortgagor" in favour of IFCI Ltd. as the "Lender/Mortgagee", duly stamped and registered under Serial No.BDR4-9512-2015 for amending the Registered Indenture of Mortgage dated 31 <sup>st</sup> March 2015.
3.,	31/03/2015	Registered Indenture of Mortgage dated 31stMarch 2015 executed by Parinee Realty Pvt, Ltd. as the "Mortgagor" in favour of IFCI Ltd. as the "Lender/Mortgagee", duly stamped and registered under Sr. No. BDR15-2627-2015by Sub-Registrar Mumbai Suburban, Andheri-4.
4.	22/07/2010	Registered Indenture dated 22nd July, 2010, executed between Mema Engineers & Contractors Pvt. Ltd. as the "Vendors" of the One Part and Industrial Laundry & Dry Cleaning Equipment Company Pvt. Ltd. as the "Purchasers" of the other part, (duly stamped and document registered under serial No.BDR1-09163-2010 by Sub-Registrar Mumbai Suburban, Andheri-1.
5.	04/09/2000	Registered Indenture dated 04th Septer 12 0 0 executed between Mema Engineers & Contractors (14 Ltd. as the "Vendors" of the One Part and Industrial Laundry & Dry Cleaning Equipment Configure Pyt. 1 362 as the "Purchasers" of the other part, (dtd. 4 amped 14 Rs. 10293/- and document registered under serial 8 BBJ-9278-2000 by Sub-Registrar Mumbai.
6.	04/08/2010	Resolutions passed in the Board of Director at the part Industrial Laundry & Dry Cleaning Company Pvt. Ltd. held on 04/08/2010.
7.	31/07/2010	Resolutions passed in the Board of Directors Meeting of Mema Engineers and Contractors Pvt. Ltd. held on 31/07/2010.
8.	27/07/2000	Consent Terms dated 27/07/2000 under Suit No. 2358 of 1986 between Industrial Laundry & Dry Cleaning Equipment Company Pvt. Ltd. as the Plaintiffs and Mema Engineers & Contractors Pvt. Ltd. as the Defendants.
9.	09/07/2015	Commencement Certificate dated 09/07/2015 issued by Slum Rehabilitation Authority under Ret. No. SRA/DDTP/662/KW/PL/AP.



	Directors of Parinee Realty Pvt. Ltd. held on 06/01/2012						
,£	11	27/07/1970	27/07/1970 in the landing Equipment				
	12		Property Cards				
	13		Index II				
	14		Payment Receipts				
	15		Layout plan of the Plot.				
4.	a) P	ropertyunder ( fwhich sub-reg	development fallswithinthejurisdiction gistraroffice?	Mumbai Suburbar Andheri.			
	re	espectofthepro	pertyinquestion, atmorethanone office pregistrar/districtregistrar/registrar-ase name all such offices?	No.			
9%		Vhethersearchl above?	nasbeenmadeatalltheofficesnamedat(b	Yes			
	d) Whetherthesearchesintheofficesofregisteringauthoriti es or any other records reveal registration of multiple title documents in respect of the property in question?						
5.	Chainoftitletracing thetitle from the oldest title deed tothelatest title deed establishing titleoftheproperty in question from the predecessors in title/interest to the current title holder.						
REGIS		reofTitleofthe	owner and the developer over	Ownership Rights			
7.70%	W Ret	hertheproperty	vis subjectto anypending or sition proceedings?	No			
		etherthepro	pertyisinvolvedinorsubjectmatterof hich ispendingorconcluded?	No			
FOTON CHART.		o.whethersuc	chlitigationwouldadverselyaffectthe dmortgageorhaveanyimplicationofitsf	No			
9.	Encumbrances, Attachments, and/or claimswhetherofGovernment,Centralo rStateorotherLocalauthoritiesand details thereof.						
10.	Theperiodcoveredunderthesearch conducted at the office of Sub Registrar.						
11.	1	require	ilingclearance,whether edandifso, detailsthereon, ectionCertificateundertheIncomeTax	N/A			





12. Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed onsuchscrutiny?

a) Document in relation toelectricity connection;
b) Document in relation towater connection;

c) DocumentinrelationtoSalesTaxRegistration, ifan applicable;

d) Otherutility bills, ifany,

ds

# Certificate of Title on the Basis of copies of the Title Deeds

- I have examined the copies of Title Deeds.
- 2. Based on what is stated herein, I certify that PARINEE REALTY PVI. LTD.have an absolute, clear and marketable title over the land and the development rights in relation to the building to be constructed on the Schedule property(ies) save and except the mortgage of IFCI Limited as referred in this Title Report. I further certify that the above title deeds are genuine.
- 5. Therearenolegalimpediments and I certify that Parinee Realty Pvt. Ltd.hasa clear and marketable right, title and interest to develop the Scheduled Property.

# SCHEDULE OFTHEPROPERTY (IES)

All that piece and parcel of land being original Plot No.7A admeasuring 2893.2 sq. m. (as per property card) and now bearing new Plot No. 8 bearing Sy. No. 11PD(part) corresponding to CTS No. 844/8 and portion of road bearing CTS No. 844/54 and admeasuring 1119.76 sq. m. and in aggregate admeasuring 4012.96 sq. m. lying being and situate at situate, lying and being at Veera Desai Road, Village Ambivali in the Registration Sub District Bandra within the Mumbai Suburban District and bounded

On or towards East: By land bearing CTS NO. 844/10 On or towards South: By land bearing CTS NO. 844/9 On or towards West: By land bearing CTS NO. 844/7 On or towards North: By land bearing CTS NO. 844/1

Place: Mumbai

Date: 12/02/2016





### FLOW OF TITLE

- 1. It is observed from the documents submitted before us that, Mema Engineers & Contractors Pvt. Ltd. were the erstwhile owners of and/or are absolutely seized and possessed of a large piece of land at Village Ambivali, bearing Survey No. 111-D(Part), corresponding CTS No. 844(part), lying, being and situated at Off. AndheriVersova Road, Andheri(West), Mumbai, within the registration Sub-District of Bandra and District Mumbai Suburban admeasuring in aggregate approximately 55 acres. The said Owner has subdivided the said larger plot of land into various smaller plots.
- 2. It is also observed that the said sub-division and layout by the erstwhile Owners of the said larger plot of land has been duly approved by the Municipal Corporation of Greater Bombay as also by the Collector of Bombay Suburban District. Out of various small plots of land one small plot of land being plot No. 7 has been further sub-divided into two parts being Plot No. 7 and 7A and layout plan of the said small plot of land dividing the said plot into two parts has been duly approved by the Municipal Corporation of Greater Mumbai on 07/08/1998 and also by the Collector of Bombay Suburban District. However while approving division of the said small plot No. 7 into two parts, the plot No.7A has been allotted a new number being Plot No. 8 which admeasuring 2893.2 sq. mtrs. or thereabout and showed under CTS No. 844/8 and the internal roads shown under CTS No. 844/54.
- 3. It is further observed thatby an Agreement dated 21/08/1973 executed between M Electrical and Mechanical Appliances Pvt. Ltd.(now known as Mema Engineers & Contractors Pvt. Ltd.) as the Lessors and Industrial Laundry & Dry Cleaning Equipment Co. Pvt. Ltd. as the Lessees, the said Lessors agreed to grant a lease in respect of a plot of vacant land being Original Plot No. 7A admeasuring in an aggregate approximately 3431 sq. yrds: equivalent to 2866 sq. mtrs. or thereabouts and new allotted number being new plot No. 8, admeasuring 2893 sq. mtrs. or thereabouts forming part of the said larger plot of land at village Ambivali, bearing Survey No. 111-D(part), Corresponding CTS No. 844 and lying, being and situated at Off. AndheriVersova Road, Andheri(West), Mumbai, within the registration Subtrict of Bandra and District Mumbai Suburban for the term of 98 years with

It is a so observed that in pursuance of the said Agreement, the said Owner put the said purchaser in possession of the said plot of land and on and from A do. 973, the said Purchaser is in the use, occupation and possession of the said blt of land. After being put in possession of the said plot of land, the archaser have constructed thereon a factory/office premises and other tures in conformity with the provisions in that behalf contained in the aid lease agreement and have expended substantial amounts in the construction of the said structures which are of a permanent nature.

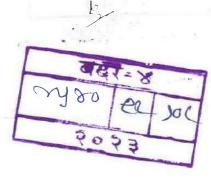
5. It is also observed that Clause 16 of the said Agreement gave an option to the Industrial Laundry & Dry Cleaning Equipment Co. Pvt. Ltd. herein for purchasing the said plot of land thereby demised. The said Industrial Laundry & Dry Cleaning Equipment Co. Pvt. Ltd. by their letter dated 18/08/1983 addressed to the said Mema Engineers & Contractors Pvt. Ltd. and received by the Mema Engineers & Contractors Pvt. Ltd. on 19/08/1983 gave notice in writing to the Mema Engineers & Contractors Pvt. Ltd. of their intention to





purchase the said plot and exercised the option reserved in their favour in accordance with the said clause 16 of the said Agreement.

- 6. It is also observed that by their said letter dated 18/08/1983, the said Industrial Laundry & Dry Cleaning Equipment Co. Pvt. Ltd. also forwarded a Demand Draft No. 77/A/7897 dated 03/06/1983 for Rs.10,293/- issued by Bank of India, Bombay Main Branch, being 10% of the purchase price as earnest money in accordance with the said Clause 16 of the said Lease Agreement. In view of certain disputes and /or differences which arose between the Mema Engineers & Contractors Pvt. Ltd. on the one hand and the Industrial Laundry & Dry Cleaning Equipment Co. Pvt. Ltd. on the other, the Deed of Conveyance in pursuance of the above option exercised by the Industrial Laundry & Dry Cleaning Equipment Co. Pvt. Ltd. was failed to be executed.
- 7. It is also observed that in these circumstances, the said Industrial Laundry & Dry Cleaning Equipment Co. Pvt. Ltd. filed a suit being Suit No. 2358 of 1986 in the High Court of Judicature at Bombay for a declaration that the said Industrial Laundry & Dry Cleaning Equipment Co. Pvt. Ltd. had lawfully and validly exercised its portion to purchase the said plot of land and for a decree of specific performance against the Mema Engineers & Contractors Pvt. Ltd. for specifically performing its obligations under the said Agreement and for other reliefs.
- 8. It is also observed that the said Industrial Laundry & Dry Cleaning Equipment Co. Pvt. Ltd. and the said Mema Engineers & Contractors Pvt. Ltd. have mutually agreed and decided to settle their disputes and the said Mema Engineers & Contractors Pvt. Ltd. have agreed to execute the Conveyance for effectively transferring the said plot of land in fav. and the said Industrial Laundry & Dry Cleaning Equipment Co. Pvt. Ltd.
- 9. It is also observed that by the Registered Indenture dated (1) Septembrooms 2000, executed between Mema Engineers & Contractors P. It. as the "Vendors" of the One Part and Industrial Laundry & Dry Clearing Quipme Company Pvt. Ltd. as the "Purchasers" of the other part, (duly anti-od a registered under serial No. BBJ-9278-2000 by Sub-Registrar Municipal Vendors sold and transferred the said plot of land in favour of purchasers.
- 10. It is also observed that by the Registered Indenture dated 22nd July, executed between Mema Engineers & Contractors Pvt. Ltd. as the "Vendors" of the One Part and Industrial Laundry & Dry Cleaning Equipment Company Pvt. Ltd. as the "Purchasers" of the other part, (duly stamped and document registered under serial No. BDR1-09163-2010 by Sub-Registrar Mumbai Suburban, Andheri-1), Vendorssold and transferred portion of the road land admeasuring 1119.76 sq. mtrs. to the purchaser.
- 11. It is also observed that under the Scheme of Amalgamation, the said Industrial Laundry and Dry Cleaning Equipment Company Pvt. Ltd. has been amalgamated with Parinee Realty Pvt. Ltd. under the Company Scheme Petition No. 747 of 2010 connected with Company Summons for Direction No.770 of 2010 dated 15/04/2011.
- 12. We are given to understand that the Owner/Developer may develop the scheduled property under such regulations/provisions of the Development Control Regulations as they may deem fit. It is observed that the said Parinee



Realty Pvt. Ltd. have sanctioned the plans for building from the Slum Rehabilitation Authority and the said authority has issued Commencement Certificate dated 09/07/2015 issued under ref. No. SRA/DDTP/662/KW/PL/AP.

- 13. It is further observed that by a Registered Indenture of Mortgage dated 31st March 2015 executed by Parinee Realty Pvt. Ltd. as the "Mortgagor" in favour of IFCI Ltd. as the "Lender/Mortgagee", duly stamped and registered under Sr. No. BDR15-2627-2015 by Sub-Registrar Mumbai Suburban, Andheri-4,the said Mortgagorshas mortgaged the said property to Mortgagee to secure loan amount availed by them.
- 14. It is further observed that by a Registered First Amendment to the Indenture of Mortgage" dated 10th December, 2015 executed by Parinee Realty Pvt. Ltd. as the "Mortgagor" in favour of IFCI Ltd. as the "Lender/Mortgagee", duly stamped and registered under Serial No.BDR4-9512-2015, the error of loan agreement date in the Registered Indenture of Mortgage dated 31st March 2015has been rectified.
- 15. It is further observed that by aRegistered Indenture of Extension of Mortgage dated 10/12/2015executed by Parinee Realty Pvt. Ltd. as the "Mortgagor" in favour of IFCI Ltd. as the "Lender/Mortgagee", duly stamped and registered under Serial No.BDR4-9511-2015 for the purposes of extending existing mortgage of the said property for securing a further loan amount of Rs.55 Crores.

I hereby certify that Parinee Realty Pvt. Ltd., has a clear and marketable right, title and interest in relation to Scheduled Property and Parinee Realty Pvt. Ltd. is entitled to develop the Scheduled Property and is also entitled to explicable FSI and TDR in respect of the Scheduled Property.







# Maharashtra Real Estate Regulatory Authority

# CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F'

[See rule 7(2)]

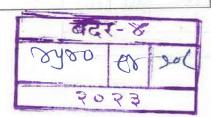
This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: Parinee i, Plot Bearing / CTS / Survey / Final Plot No.:* 844/8, 844/54 pt at Andheri, Andheri, Mumbai Suburban, 400053 registered with the regulatory authority vide project registration certificate bearing No P51800001904 of

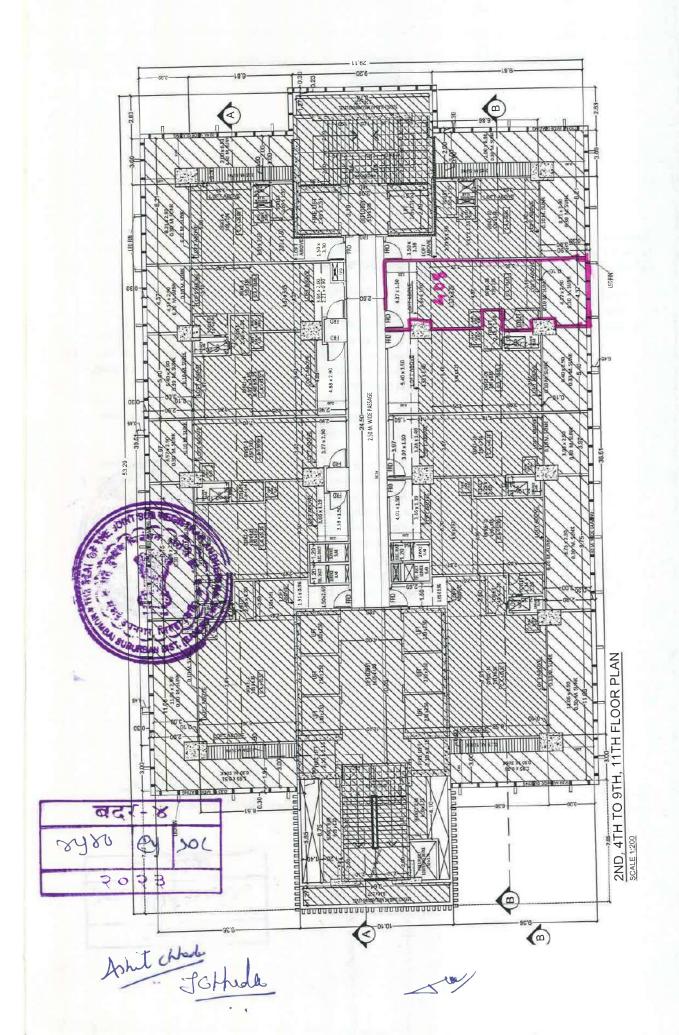
- 1. Parinee Realty Private Limited having its registered office / principal place of business at *Tehsil: Andheri, District: Mumbai Suburban, Pin:* 400056.
- 2. This renewal of registration is granted subject to the following conditions, namely:-
  - The promoter shall execute and register a conveyance 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;

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 core the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The registration shall be valid up to 31/03/2024 unless renewed by the Maharashtra Real Estate Regulator.
   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 are
- 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
  against the promoter including revoking the registration granted herein, as per the
  regulations made there under.

Dated: 06/01/2023 Place: Mumbai Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
Signature (Secretary, Mathantonio)
Maharasht 2462625156283559Authorit





# **ANNEXURE 'H1'**

# Details Of deposits, expenses and charges

The amounts payable by the purchaser towards maintenance paid in Advance for 12 Months of Rs.2,47,500/- (Rupees Two Lacs Fourty Seven Thousand Five Hundred Only) along with applicable taxes and Society Corpus Fund of Rs. 2,75,000/- (Rupees Two Lacs Seventy Five Thousand Only) to be paid on or before possession of the unit.

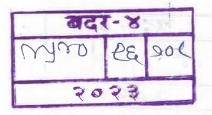
# **ANNEXURE 'I'**

# **LIST OF THE SAID INTERNAL AMENITIES**

- (A) One time air-conditioning unit for each office unit.
- (B) Supply of purified drinking water.
- (C) STP treated water for flushing.
- (D) One time fire extinguisher unit



Ashit Made Jakleder Jule



# **ANNEXURE 'H'**

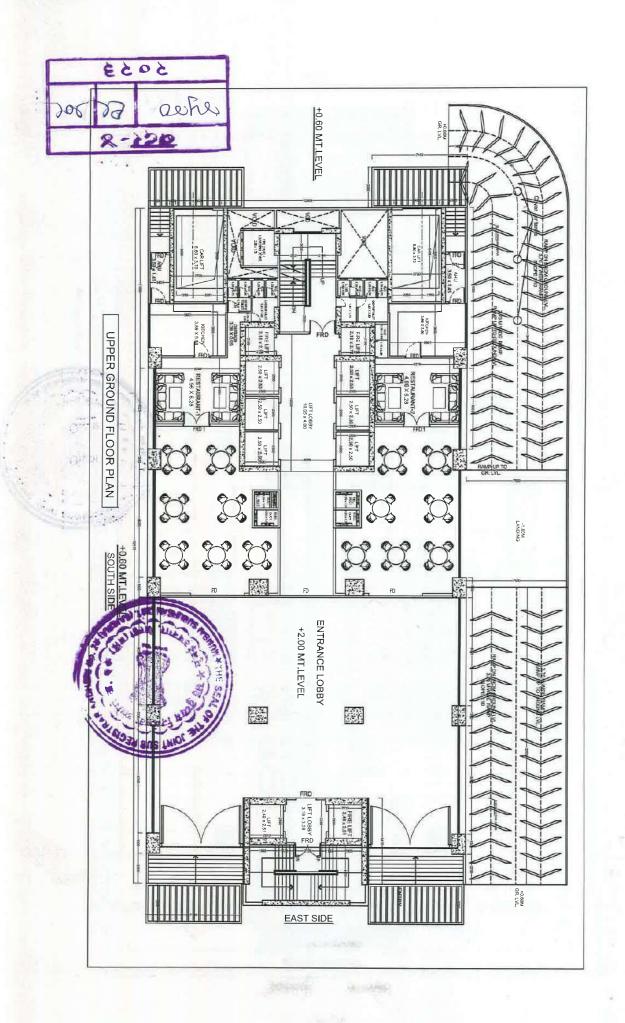
# DETAILS OF CONSIDERATION AND INSTALLMENTS OF CONSIDERATION

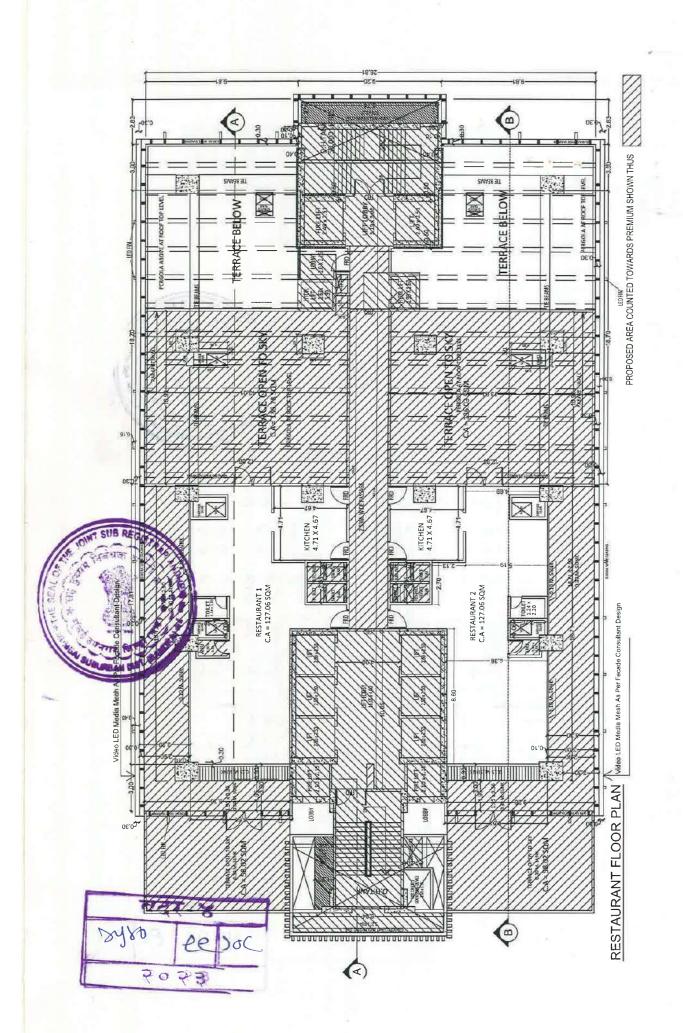
The total consideration payable by the Purchaser/s to the Developer in respect of the Said Unit shall be Rs.1,89,30,000/- (Rupees One Crore Eighty Nine Lakh Thirty Thousand Only). The said consideration shall be paid by the Purchaser/s to the Developer in the following manner:

Payments to be made in the following manner	Amount to be paid	
The earnest money paid by the Purchaser/s to the Developer on or before the execution hereof (the payment and receipt whereof the Developer doth hereby admit and acknowledge).	Rs.18,93,000 /- (Rupees Eighteen Lakh Ninety Three Thousand Only.)	
fore registration of this agreement.	Rs. 1,51,44,000/-(Rupees One Crore Fifty On Lacs Fourty Four Thousand Only)	
On or before Occupation Certificate or Fit Out possession, whichever is earlier	Rs.18,93,000 /- (Rupees Eighteen Lakh Ninety Three Thousand Only.)	
Rem Dari	Rs.1,89,30,000/- (Rupees One Crore Eighty Nine Lakh Thirty Thousand Only).	

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चदर-४ ८५४० - क्लं अट २०२३





# PARINEE REALTY PVT. LTD.

Regd. Off – 102/103 SMAG HOUSE, 1st Floor, Plot No. 157-A, Sarojini Road Extn., Opp. Darshana Apt., Vile Parle West, Mumbai - 400 056.

Phone: +91-22-6139 1500

info@parinee.com | www.parinee.com CIN No.U45200MH1998PTC113833





Certified True Copy Of The Extracts Of Minutes Of The Meeting Of The Board Of Directors Of Parinee Realty Pvt Ltd. Held On 8<sup>th</sup> May, 2023 At 102/103 SMAG HOUSE, 1st Floor, Plot No. 157-A, Sarojini Road Extn., Opp. Darshana Apt., Vile Parle West, Mumbai - 400 056.

Whereas the Company agrees to execute and Register Agreement for Sale with MR. Ashit Kishorechandra Chheda & Mrs. Jesal Ashit Chheda the Premise Unit No.408 on the 4<sup>th</sup> Floor of the building "Parinee i" being constructed on a part of the sale portion of the land bearing CTS Nos. 844/8 and Other portion bearing CTS No. 844/54(part) admeasuring in the aggregate 4012.96 square meters of Village Ambivali, Taluka Andheri (W), Plot No.7-A, Shah Industrial Estate, Off. Veera Desai Marg, Andheri West, Mumbai-400 053 for a consideration of Rs.1,89,30,000/- (Rupees One Crore Eighty Nine Lakh Thirty Thousand Only).

"Resolved that the draft of the Agreement For Sale tabled in this meeting is hereby approved by the Board (the "Approved MOFA/RERA Agreement");

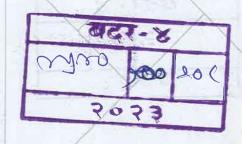
Resolved Further that Mr. Rajesh Pawar (Pan No.AOPPP7577J) Manager OR Mr. Shashank T. Hajare (PAN No.ACZPH1076L) Manager of the Company, is hereby authorized to sign and execute the Approved MOFA/RERA Agreement For Sale and all the other related forms and applications required for the purpose of registration;

Resolved Further that Mr. Rajesh Pawar (Pan No.AOPPP7577J) Manager OR Mr. Shashank T. Hajare (PAN No.ACZPH1076L) Manager of the Company, is hereby authorized to appear before the Sub-Registrar of Assurances for registration of the Approved MOFA/RERA Agreement For Sale and to admit execution thereof to the intent and effect that the same is duly registered in accordance with the applicable provisions of Indian Registration Act, 1908;

Resolved Further that a copy of this resolution be given to the concerned for their records and actions."

Certified True Copy
For PARINEE REALTY PVT LTD







#### PARINEE REALTY PVT. LTD.

Regd. Off – 102/103 SMAG HOUSE, 1st Floor, Plot No. 157-A, Sarojini Road Extn., Opp. Darshana Apt., Vile Parle West, Mumbai - 400 056. Phone: +91-22-6139 1500

info@parinee.com | www.parinee.com CIN No.U45200MH1998PTC113833

Date: 3rd May 2023

To,

Mr. Ashit Kishorechandra Chheda

Mrs. Jesal Ashit Chheda

D-31, Grain Merchants Co operative Housing Society Limited,

Sector 17, Near Abhyudaya Co-operative Bank,

Vashi Navi Mumbai Thane 40073 E-mail address: <u>ashit@kkagri.in</u> E-mail address: <u>jesal@kkagri.in</u>

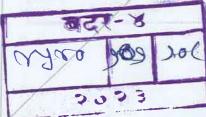


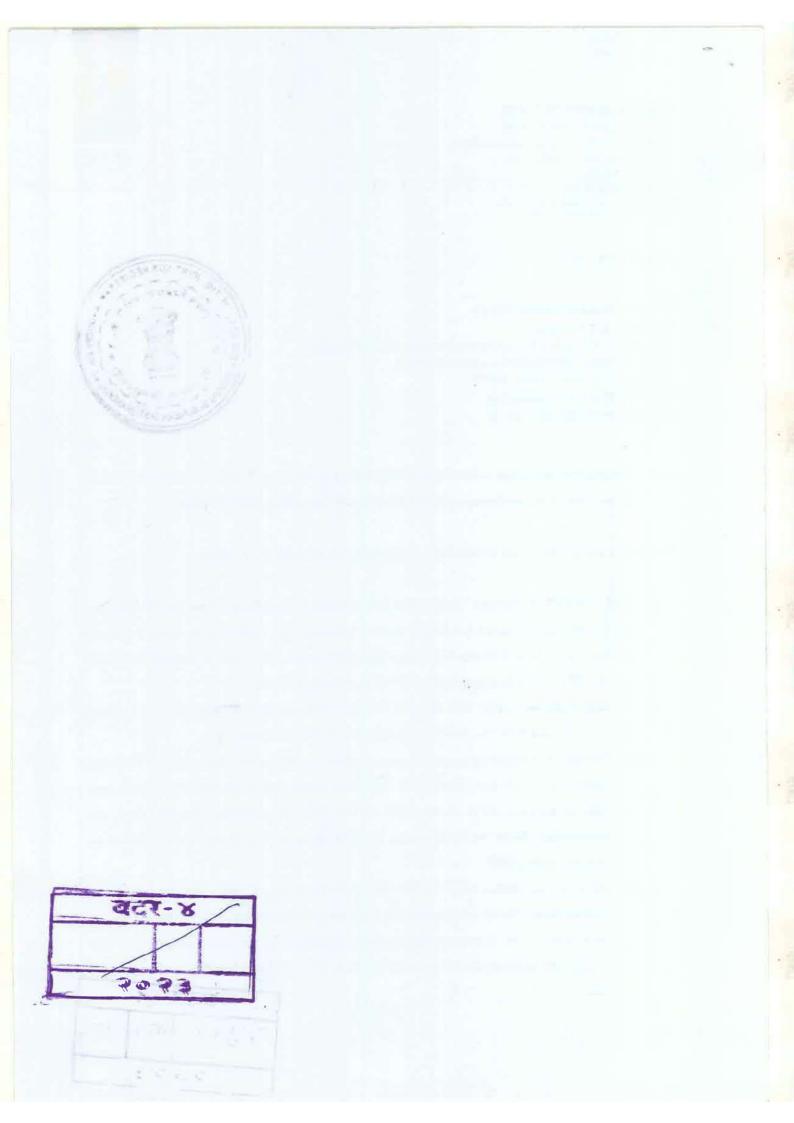
Re: Release/ No objection to sale of Unit No. 408 in the Project Parinee I, Andheri West in favour Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda

With reference to above, we would like to state, admit and confirm as under:

- IDBI Trusteeship Services Limited has issued Release/ No Objection to sale of Unit No. 408 in our Project Praniee I, Andheri West in favour of Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda vide Letter Dated 29th April 2023 with Reference No: 1022-2/ITSL/ OPR/ 2023-24 (hereinafter referred to as the said NOC).
- 2. The said NOC has stated that the said Unit No. 408 has RERA carpet of 452 Sq. feet. However, the said Unit No. 408 has in addition to the RERA Carpet Area
  - (a) the right to exclusively access an area approved as sunk area within the said Unit and which is accessible only through the said Unit (which area is approved as fungible area under Regulation 35(4) of the DCR by the SRA by receiving premium from us) admeasuring 148.01 Sq. ft equivalent to 13.75 square metres (hereinafter referred to as the Sunk Area). AND
  - (b) Approved / sanctioned LOFT in the said Unit with an area of 362.74 Square feet (Three Hundred Sixty Two Point Seventy Four square feet) equivalent to 33.70 square metres (Thirty Three point Seventy square meters) as shown in the approved plans by SRA and the said Loft is designed and installed by the us (hereinafter referred to as the said Loft Area)

SZ.





## PARINEE REALTY PVT. LTD.

Regd. Off – 102/103 SMAG HOUSE, 1st Floor, Plot No. 157-A, Sarojini Road Extn., Opp. Darshana Apt., Vile Parle West, Mumbai - 400 056. Phone: +91-22-6139 1500

info@parinee.com | www.parinee.com CIN No.U45200MH1998PTC113833



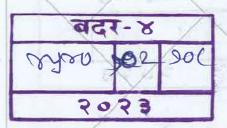
## 3. We hereby state, agree and confirm that

- (a) We are authorized to sale and dispose of the said Sunk Area and Loft area to you and the said NOC/ Release issued by IDBI Trusteeship Limited with respect to Unit No. 408 includes the NOC/ Release with respect to Sunk Area and Loft Area.
- (b) The Total Consideration of Rs. Rs.1,89,30,000/- (Rupees One Crore Eighty Nine Lakh Thirty Thousand Only) payable by you with respect to the said unit No. 408 is along with all Area inclusive of Sunk Area and Loft Area and is as per our Agreement to Sale executed between us. You are not liable to pay any amount directly or otherwise to any person/ entity/ our lender/ Approving authority/ Local Authority/ SRA with respect to Sunk Area and Loft Area. We hereby indemnify you for any liability with respect to any liability incurred by you with respect to sunk area and the loft area.

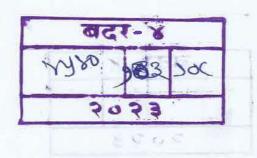
For Parinee Realty Private Limited

Authorized Signator









## **Pancard Copies**



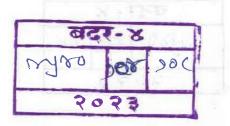






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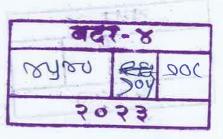


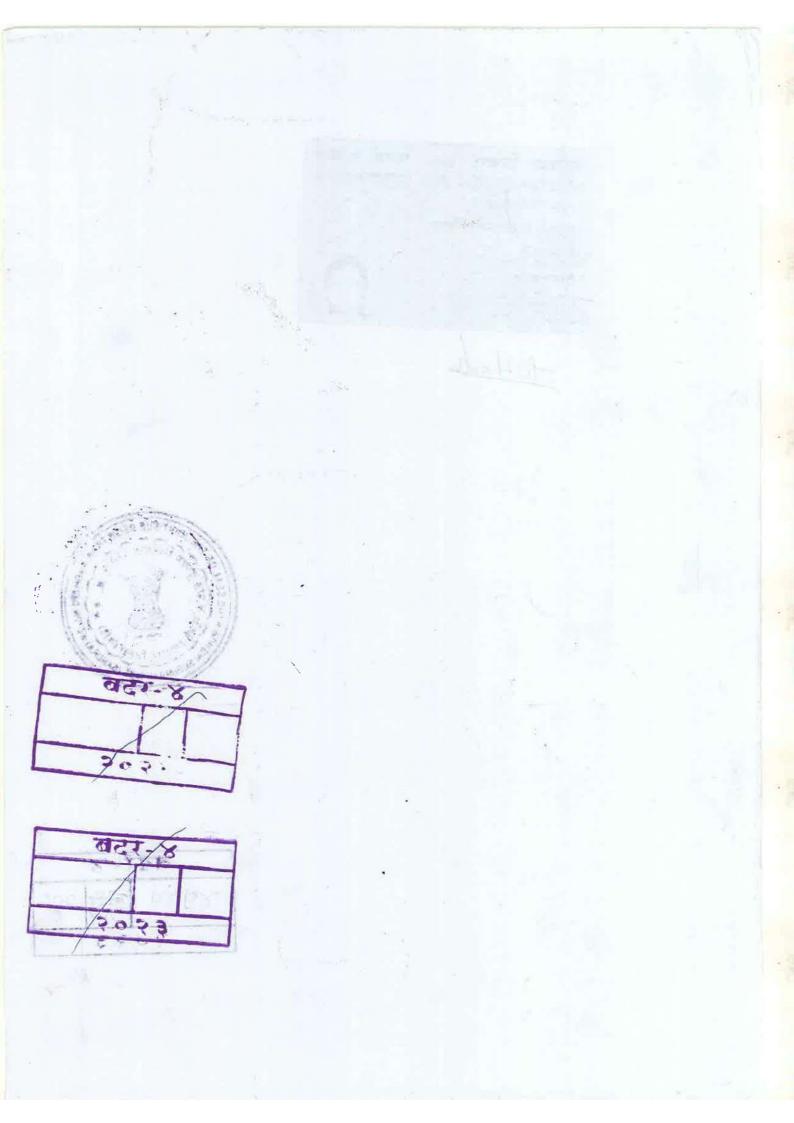




Jothedo











## THE UNION OF INDIA MAHARASHYRA STATE MOTOR DRIVING LICENCE DL No : MH02 20210037707 Valid Till .29-03-2036 (NT) 10-12-2021 FORM 7

AUTHORISATION TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA
COV DOI
MCWG 10-12-2021

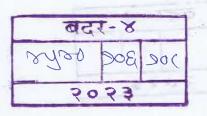
Name : HARSHAL MASAYE
SDW of CHANDRAKANT MASAYE
Add : ZARE WADI MANDRUL ONI
RATNAGIRI, MH CL.
RATNAGIRI, MH
PIN : 416705
Signature 2 in Chandra Chandr

Signature & ID Of Signature & ID Of MH02



Signature/Thumb Impression of Holder







323/4540 श्क्रवार,12 मे 2023 5:19 म.नं. दस्त गोषवारा भाग-1

वदर4

दस्त क्रमांक: 4540/2023

दस्त क्रमांक: वदर4 /4540/2023

बाजार मुल्य: इ. 1,47,63,739/-

मोबदला: रु. 1,89,30,000/-

भरलेले मुद्रांक शुल्क: रु.11,35,800/-

दु. नि. मह. दु. नि. बदर4 यांचे कार्यालयात

अ. क्रं. 4540 वर दि.12-05-2023

रोजी 5:16 म.नं. वा. हजर केला.

पावती:4988

पावती दिनांक: 12/05/2023

मादरकरणाराचे नाव: अशित किशोरचंद्र छेडा -

नोंदणी फी

ক. 30000.00

दस्त हाताळणी फी

₮. 2160.00

क्रक अंधेरी क.-२,

पृष्टांची संख्या: 108

दस्त हजर करणाऱ्याची सही:

एक्ण: 32160.00

दस्ताचा प्रकार: करारनामा

गहा कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नम्द न मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत अन केलल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 12 / 05 / 2023 05 : 16 : 24 PM ची वेळ: (सादरीकरण)

Ashit chade

शिक्का कं. 2 12 / 05 / 2023 05 : 17 : 43 PM ची वेळ: (फी)

200 2033

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैद्यता कायदेशीर बाबीसाठी दस्त निम्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहन देणारे





दस्त गोपवारा भाग-2

दस्त क्रमांक:4540/2023

छायाचित्र

वदर4

दस्त क्रमांक :बदर4/4540/2023 दस्ताचा प्रकार:-करारनामा

पक्षकाराचे नाव व पत्ता अन् क्र. नाव:परिणी रिअल्टी प्रा.लि चे ऑयोराडझ्ड मिग्रेट्री राजेश एन पवार लिहून देणार पत्ता:प्लॉट नं: ऑफिस 102/103, माळा नं: 1 ला मजला, इमारतीचे स्वाक्षरी:-नाव: स्मॅग हाउस, ब्लॉक नं: प्लॉट नं 157-ए, सरोजिनी रोड एक्सटेन्शन, दर्शना अपार्टमेंट समोर,, रोड नं: विलेपार्ले पश्चिम, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AABCG5484E

नाव:अशित किशोरचंद्र छेडा -पत्ता:प्लॉट नं: डी-31 , माळा नं: -, डमारतीचे नाव: ग्रेन मर्चेट्स को.ऑपरेटीव्ह हाउसिंग सोसायटी लिमिटेड , व्लॉक नं: सेक्टर 17,अभुदय को.ऑपरेटीव्ह बॅक जवल , रोड नं: वाशी नवी मुंबई हा , महाराष्ट्र, THANE. पॅन नंबर:ACXPC6114C

नाव:जेमल अशित छेडा -पत्ता:प्लॉट नं: डी-31, माळा नं: -, इमारतीचे नाव: ग्रेन मर्चट्स को.ऑपरेटीव्ह हाउसिंग सोसायटी लिमिटेड, ब्लॉक नं: सेक्टर 17,अभृदय को,ऑपरेटीव्ह बँक जबल, रोड नं: वाशी नवी मुंबई, महाराष्ट्र, THANE. पॅन नंबर:AIOPS8007K 🛫

पक्षकाराचा प्रकार

वय:-49

लिहुन घेणार वय:-43 म्बाक्षरी:-I ch

लिहून घंणार

वय:-44 स्वाक्षरी:-







अंगठ्याचा ठमा



वरील दस्तऐवज करन देणार तथाकथीत करारनामा चा दस्त ऐवज करन दिल्याचे कबुल करतात. शिक्का क.3 ची बेळ:12 / 05 / 2023 05 : 20 : 07 PM

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

अन् क्र. पञ्चकाराच नाव व पना

नाव:दर्शन नवार -वय:34 पना:शॉप न 51 न्यु शॉपिंग सेंटर बांद्रा पु मुंबई पिन कोड:400051

नाव:हर्पल मासये -वय:26 पना:शॉप न 51 न्यु शॉपिंग सेंटर बांद्रा पु मुंबई पिन कोड:400051

म्बाक्षरी



छायाचित्र





अंगरुगचा ठमा





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शिक्का क्र.4 ची वेळ:12 / 05 / 2023 05 : 20 : 43 PM

विनिबंधका अंधेरी क.-२,

मुंबई उपनगर जिल्हा

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1	ASHIT K CHHEDA	eChallan	10000502023032914016	MH017861488202223P	1135800.00	SD	0001039761202324	12/05/2023	
2	7	DHC	SUB RECE	1205202307498	160	RF	1205202307498D	12/05/2023	
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