

**AGREEMENT FOR SALE**

**FOR FLAT NO. 104**

**WING - B**

**ON THE FIRST FLOOR**

**IN**

**PLATINUM LIFE**

**DATED: 22<sup>nd</sup> FEBRUARY, 2023**

322/2585

पावती

Original/Duplicate

Wednesday, February 22, 2023  
11:44 AM

नोंदणी क्र. :39म  
Regn.:39M

पावती क्र.: 2952 दिनांक: 22/02/2023

गावाचे नाव: अंधेरी

दस्तऐवजाचा अनुक्रमांक: वदर1-2585-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: ओमकार शशिकांत पावसकर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3740.00

पृष्ठांची संख्या: 187

एकूण:

रु. 33740.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे  
12:01 PM ह्या वेळेस मिळेल.

*Samir*  
दुय्यम निबंधक, अंधेरी-२

बाजार मुल्य: रु.16052831.6 /-

मोबदला रु.21630290/-

भरलेले मुद्रांक शुल्क : रु. 1298000/-

सह. दुय्यम निबंधक, अंधेरी क्र. १

1) देयकाचा प्रकार: DHC रक्कम: रु.1740/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2202202300088 दिनांक: 22/02/2023

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2202202300085 दिनांक: 22/02/2023

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH015698471202223R दिनांक: 22/02/2023

बँकेचे नाव व पत्ता:

*Samir*

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON 23/02/2023



CHALLAN  
MTR Form Number-6



GRN	MH015698471202223R	BARCODE			Date	22/02/2023-10:54:29	Form ID	B25
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Bank Portal - Simple Receipt			TAX ID / TAN (If Any)				
Office Name	BDR4__JT SUB REGISTRAR ANDHERI 2			PAN No.(If Applicable)	DGSP9421B			
Location	MUMBAI			Full Name	OMKAR SHASHIKANT PAWASKAR			
Year	2022-2023 One Time			Flat/Block No.	B WING FLAT NO,104 PLATINUM,LIFE			
				Premises/Building	SAMUDRA			
Account Head Details		Amount in Rs.		Road/Street				
0030045501 Stamp Duty(Bank Portal)		1298000.00		D N NAGAR,ANDHERI WEST				
0030063301 Registration Fee		30000.00		Area/Locality				
				MUMBAI,DARSHAN CHSL				
				Town/City/District				
				PIN				
				4 0 0 0 5 3				
				Remarks (If Any)				
				Prop mvblty=N/A-Prop Amt=21630290.00-Prop area=67.96-Prop area				
				UOM= Sq.Meter-oth Prop ID=PAN-AAPFP5184M-oth Prop				
				Name=SAMUDRA DARSHAN GRUHPRAVESH LLP-				
				Amount In	Thirteen Lakh Twenty Eight Thousand Rupees Only			
Total			13,28,000.00	Words				
Payment Details			IDBI BANK	FOR USE IN RECEIVING BANK				
Cheque-DD Details			Bank CIN	Ref. No.	69103332023022250303	723200027		
Cheque/DD No.			Bank Date	RBI Date	22/02/2023-10:46:17	Not Verified with RBI		
Name of Bank			Bank-Branch	IDBI BANK				
Name of Branch			Scroll No. , Date	Not Verified with Scroll				

Department ID :

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

Mobile No. : 919967456923

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

*Signature*

बदर - १

2023



# Data of Bank Receipt for GRN MH015698471202223R

## Bank - IDBI BANK

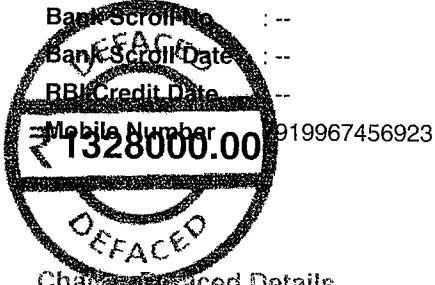
Bank/Branch :  
Pmt Txn id : 723200027 Simple Receipt  
Pmt DtTime : 22/02/2023 10:46:17 Print DtTime :  
ChallanIdNo : 69103332023022250303 GRAS GRN : MH015698471202223R  
District : 7101 / MUMBAI GRN Date : 22/02/2023 10:54:29  
Office Name : IGR187 / BDR4\_\_JT SUB REGISTRAR ANDHERI 2

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)  
StDuty Amt : Rs 12,98,000.00/- (Rs Twelve Lakh Ninety Eight Thousand Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee  
RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Only for verification not to be printed and used

Article : B25  
Prop Mvblty : Consideration : 2,16,30,290.00/-  
Prop Descr : B WING FLAT NO,104 PLATINUM,LIFE SAMUDRA , D N NAGAR,ANDHERI WEST  
: MUMBAI,DARSHAN CHSL  
: 400053  
Duty Payer : PAN-DGSP9421B OMKAR SHASHIKANT PAWASKAR  
Other Party : PAN-AAPFP5184M SAMUDRA DARSHAN GRUHPRAVESH LLP



Challan Defaced Details


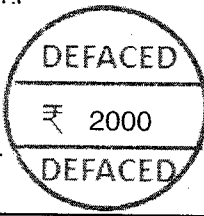
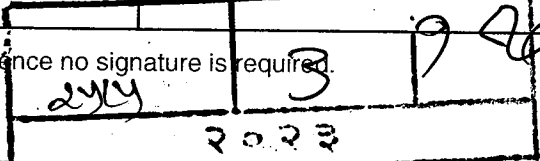

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-322-2585	0007815949202223	22/02/2023-11:44:20	IGR186	30000.00
2	(IS)-322-2585	0007815949202223	22/02/2023-11:44:20	IGR186	1298000.00
Total Defacement Amount					13,28,000.00

बदर - १  
24/4 2 296  
२०२३


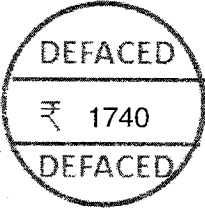




Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2202202300085	Date 22/02/2023
Received from OMKAR SHASHIKANT PAWASKAR, Mobile number 9967456923, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R. Andheri 1 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name PUNB	Date 22/02/2023
Bank CIN 10004152023022200078	REF No. 423444868
This is computer generated receipt, hence no signature is required.	

 <b>D</b> ocument <b>H</b> andling <b>C</b> harges Inspector General of Registration & Stamps	
Receipt of Document Handling Charges	
PRN 2202202300085	Receipt Date 22/02/2023
Received from OMKAR SHASHIKANT PAWASKAR, Mobile number 9967456923, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 2585 dated 22/02/2023 at the Sub Registrar office Joint S.R. Andheri 1 of the District Mumbai Sub-urban District	
<div style="text-align: center;">  </div>	
Payment Details	
Bank Name PUNB	Payment Date 22/02/2023
Bank CIN 10004152023022200078	REF No. 423444868
Deface No 2202202300085D	Deface Date 22/02/2023
This is computer generated receipt, hence no signature is required. <div style="float: right; text-align: right;">   </div>	

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2202202300088	Date 22/02/2023
Received from OMKAR SHASHIKANT PAWASKAR, Mobile number 9967456923, an amount of Rs.1740/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R. Andheri 1 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name PUNB	Date 22/02/2023
Bank CIN 10004152023022200081	REF No. 423444889
This is computer generated receipt, hence no signature is required.	

 <b>D</b> ocument <b>H</b> andling <b>C</b> harges Inspector General of Registration & Stamps	
Receipt of Document Handling Charges	
PRN 2202202300088	Receipt Date 22/02/2023
Received from OMKAR SHASHIKANT PAWASKAR, Mobile number 9967456923, an amount of Rs.1740/-, towards Document Handling Charges for the Document to be registered on Document No. 2585 dated 22/02/2023 at the Sub Registrar office Joint S.R. Andheri 1 of the District Mumbai Sub-urban District	
	
Payment Details	
Bank Name PUNB	Payment Date 22/02/2023
Bank CIN 10004152023022200081	REF No. 423444889
Deface No 2202202300088D	Deface Date 22/02/2023
This is computer generated receipt, hence no signature is required.	

<b>बदर - १</b>	
२५/५	४ १८८
२०२३	

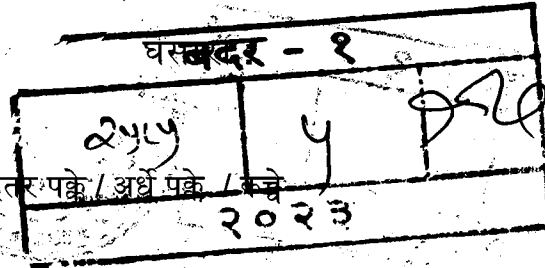


महाराष्ट्र शासन – नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन

2022-2023

१. दस्ताचा प्रकार:- AGREEMENT FOR SALE अनुच्छेद क्रमांक:- 25(b)
२. सादरकर्त्याचे नाव :- OMKAR SHASHIKANT PAWASKAR & ANR
३. तालुका : मुंबई / अंधेरी / बोरीवली / कुर्ला
४. गावाचे नाव: ANDHERI
५. नगरभूमापन क्रमांक / सर्व्हे क्रमांक / अंतिम भूखंड क्रमांक : 195(PART)
६. मूल्य दरविभाग (झोन):- 39 उपविभाग: 198
७. मिळकतीचे प्रकार: खुली जमिन निवासी कार्यालय दुकान औद्योगिक  
प्रति चौ मीटर दर: 125720/- 236210/- 271640/- 324900/- 236210/-
८. दसतात नमूद केलेल्या मिळकतीचे क्षेत्रफळ:- 61.78 कारपेट/ बिल्ट-अप चौ मीटर / फूट  
67.96 बिल्ट अप चौ मीटर
९. कारपार्किंग:- \_\_\_\_\_ गच्ची: \_\_\_\_\_ पोटमाळा: \_\_\_\_\_
१०. मजला क्रमांक :- 1ST FLOOR उद्वहन सुविधा : आहे / नाही
११. बांधकाम वर्ष :- NEW
१२. बांधकामाचा प्रकार:- आर आर सी / इतर पक्के / अधि पक्के / कच्चे
१३. बाजारमूल्यदर तक्त्यातील मार्गदर्शन सुचना क्रमांक:- \_\_\_\_\_ ज्यान्वये दिलेली घट / वाढ
१४. भाडेकरू व्याप्त मिळकत असल्यास:-  
१) त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र):- \_\_\_\_\_  
२) नविन इमारतीत दिलेले क्षेत्र :- \_\_\_\_\_  
३) भाड्यांची रक्कम :- \_\_\_\_\_



१५. लिहूँ अँड लायसन्सचा दस्त :

१) प्रतिमाह भाडे रक्कम :- \_\_\_\_\_

२) अनामत रक्कम / आगावू भाडे : \_\_\_\_\_

३) कालावधी :- \_\_\_\_\_

१६. निर्धारित केलेले बाजारमूल्य:-

**MARKET VALUE OF FLAT:**

67.96 x 236210 = RS.1,60,52,831.60/-

SAY = RS.1,60,53,000.00/-

१७. दस्तामध्ये दर्शविलेली मोबदला:- = RS.2,16,30,290.00/-

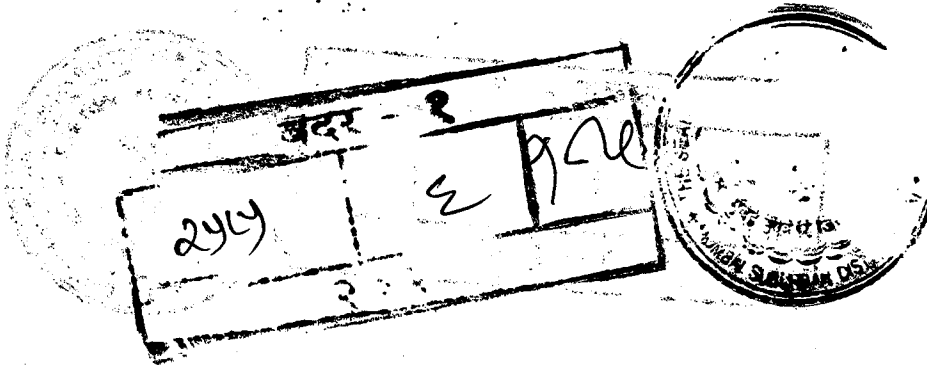
१८. देय मुद्रांक शुल्क@6%:-RS.12,97,817.40/-

भरलेले मुद्रांक शुल्क: RS.12,98,000.00/-

१९ देय नोंदणी फी: :-RS.30,000/-

लिपिक

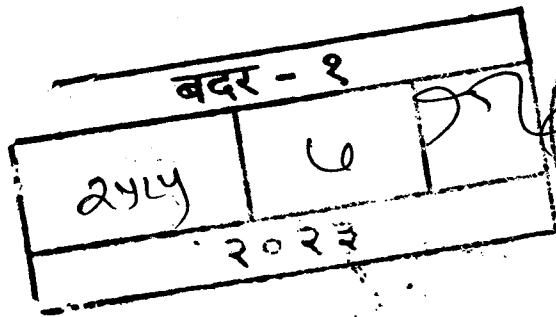
सह दुय्यम निबंधक



मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202302221327	22 February 2023, 11:26:30 AM			
वदर।					
मूल्यांकनाचे वर्ष	2022				
जिल्हा	मुंबई (उपनगर)				
मूल्य विभाग	39-अंधेरी ( अंधेरी )				
उप मूल्य विभाग	भुभाग: उत्तरेकडे जयप्रकाश मार्ग, पुर्वेस लिंक रोड व म्हाडा डी. एन. नगर ले-आऊटची हदद. दक्षिण व पश्चिमेस गावाची सीमा.				
सर्व्हे नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#195				
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
125720	236210	271640	324900	236210	चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम क्षेत्र(Built Up)-	67.96चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-
उद्दवाहन सुविधा-	आहे	मजला -	1st floor To 4th floor		
रस्ता सन्मुख - Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 100% apply to rate= Rs.236210/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी )- खुल्या जमिनीचा दर ) = ( ( ( 236210-125720 ) * ( 100 / 100 ) ) + 125720 ) = Rs.236210/-					
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 236210 * 67.96 = Rs.16052831.6/-					
Applicable Rules = .10.4					
<b>एकत्रित अंतिम मूल्य</b> = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनॉईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भावतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 16052831.6 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.16052831.6/-					

Home

Print



**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** ("this Agreement") is made and executed at Mumbai, on this 22<sup>nd</sup> day of February in the Christian Year Two Thousand and Twenty Three (2023);

**BETWEEN:**

OSP PSP

**SAMUDRA DARSHAN GRUHPRAVESH LLP**, a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 901, Peninsula Heights, C.D. Barfiwala Marg, Juhu Lane, Andheri- West, Mumbai- 400 058, hereinafter referred to as "**the Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART;**

**AND**

**The Person(s)** as mentioned in **Annexure 'A'** hereto, hereinafter called "**the Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of individual/s his/her/their heirs, executors, administrators and permitted assigns; (b) in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner; (c) in case of a limited company or a limited liability partnership, its successors and permitted assigns; and (d) in case of an HUF, its Karta, beneficiaries, members and coparceners and their survivors and the heirs, executors, administrators and permitted assigns of the last survivor) of the **OTHER PART:**

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

2024	C	PSP
2023		



**WHEREAS:**

A. The Maharashtra Housing and Area Development Authority (hereinafter referred to as "**MHADA**") is seized and possessed of all that piece and parcel of land admeasuring 6,496.23 square meters or thereabouts (which includes an area reserved for a layout Recreation Ground admeasuring 949.87 square meters), forming part of land bearing CTS No. 195 (part), Survey No. 106-A at D. N. Nagar Lay Out, Village Andheri, Taluka Andheri, Mumbai Suburban District (hereinafter referred to as "**the Larger Land**"). The Larger Land is shown as marked in diagonal striped pattern and black colour boundary lines on the plan annexed

OSP Purchaser/s PSP

Developer

hereto and marked as **Annexure 'B'** and is more particularly described in the ***First Schedule*** hereunder written. The area of the Larger Land is subsequently amended as per physical survey/demarcation carried out by MHADA to admeasure 6431.65 square meters, as is reflected in the approved plans referred to herein below.

- B. MHADA had constructed on a portion of the Larger Land admeasuring 3,534 square meters (hereinafter referred to as "**the Society Land**"), 4 (Four) buildings, each comprising of ground plus 2(two) storeys and containing therein 132 (One Hundred and Thirty Two) self-contained flats (hereinafter referred to as "**the Society Old Buildings**"); wherein such self-contained flats/shops were allotted by MHADA to various persons. It was envisaged by MHADA at the time of construction of the said Society Old Buildings that the various allottees of flats therein would form themselves into a co-operative housing society; and thereafter, MHADA would grant a conveyance or lease in respect of the said Land and the said Old Buildings to and in favour of such co-operative housing society.
- C. The Society Land is shown as marked in diagonal striped pattern and black colour boundary lines on the plan annexed hereto and marked as **Annexure 'B1'**.
- D. The various allottees of the flats in the Society Old Buildings have, with the consent and concurrence of MHADA, formed themselves into a co-operative housing society known as Samudra Darshan Co-Operative Housing Society Limited, a Co-operative Society duly registered under Maharashtra Cooperative Societies Act, 1960, bearing registration no. BOM/HSG/1689 of 1969 dated 15<sup>th</sup> April, 1969 and having its registered office at Building Nos. 9, 12, 13, 14, D. N. Nagar, Andheri (West), Mumbai- 400 053 (hereinafter referred to as "**the Society**").
- E. The Society had acquired ownership rights to the Society Old Buildings by virtue of the Sale Deed dated 15th January, 1997 made and executed between MHADA of the one part and the Society of the other part, the said Sale Deed dated 15th January, 1997 was duly registered with the Sub Registrar of Assurances at Andheri, Mumbai Suburban District on 21st August, 1997 under serial no. PBDR-1/46/97 (hereinafter referred to as "**the said Sale Deed**").
- F. MHADA also granted a lease dated 15th January, 1997 in respect of the Society Land in favour of the said Society for a period of 99 (Ninety Nine) years commencing from 1st May, 1997 and for the consideration and on the terms and conditions as more particularly stated therein. The said Lease Deed dated 15th January, 1997 was duly registered with the Sub Registrar of Assurances at Andheri 21st August, 1997 under serial no. PBDR-1/46/97 (hereinafter referred to

Purchaser/s

Developer

as "the said Lease Deed").

- G. The area of the Society Land in the Lease Deed is erroneously mentioned as 2,734.50 square meters in place and stead of 3,534 square meters and the Society has already informed MHADA regarding the same and had requested MHADA to rectify such error in the said Lease Deed dated 15th January, 1997. Moreover, in the NOC dated 25th July, 2012 issued by MHADA (referred to hereinafter), MHADA has considered the area of the Society Land as 3,534 square meters.
- H. In the circumstances, the Society is seized and possessed of the Society Land (as the lessee of MHADA) and the Society Old Buildings (as the owner thereof).
- I. The said Society Old Buildings were in a dilapidated condition and beyond economical repairs and in view thereof, the Society was desirous of appointing a fit and proper entity to undertake the redevelopment of the Society Land by demolishing the said Society Old Buildings and constructing on the Society Land, new multi-storied building/s by using and utilizing the entire available development potential of the Society Land, in accordance with the applicable provisions of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as "the DCR"). The term DCR, wherever the same appears hereinafter, shall be deemed to be a reference to the Development Control Regulations for Greater Mumbai, 1991 as the same may be amended from time to time hereafter and in the event of a repeal/re-enactment thereof, shall mean the new development control regulations as may be applicable under the provisions of the Maharashtra Regional and Town Planning Act, 1966. Reference to any provisions of the Development Control Regulations, 1991 shall in case of a re-enactment or statutory modification thereof be deemed to be references to the corresponding provisions of the modified or re-enacted Development Control Regulations.
- J. MHADA had issued an offer letter dated 3rd June, 2005 to the Society (hereinafter referred to as "the First Offer Letter") and had, subject to the terms and conditions thereof; and subject to payment of the amounts therein mentioned, permitted the Society to undertake the redevelopment of the Society Land and certain additional land in the vicinity of the Society Land (admeasuring in the aggregate 6178.56 square meters) (after reduction of the area of the R.G. for computation of FSI) under the provisions of the then prevailing Regulation 33 (5) (2) (c) (ii) of the Development Control Regulations for Greater Mumbai (which regulation has subsequently been modified).
- K. By and under a Redevelopment Agreement dated 8th July, 2005, made between the Society (therein referred to as "the Society") and one M/s. Shubh Enterprises,

Purchaser/s *PSP*  
*OSP*

*4* Developer





a partnership firm (therein referred to as 'the Developers' and hereinafter referred to as "Shubh"), the Society had granted rights to and in favour of Shubh, to undertake redevelopment of the Society Land by demolishing the said Society Old Buildings and constructing thereon, new multistoried building/s (hereinafter referred to as "the Shubh DA"). The Shubh DA was registered with the Sub Registrar of Assurances at Andheri No. 4 under serial no. BDR15-01898-2005. Along with the Shubh DA, the Society had also executed a Power of Attorney dated 16th August, 2005 in favour of the partners of Shubh facilitating the redevelopment as contemplated under the Shubh DA (hereinafter referred to as "the Shubh PoA"). The Shubh POA was duly registered with the Sub Registrar of Assurances at Andheri No. 4 under serial no. BDR15-01899-2005.

- L. Thereafter, on compliance by the Society of the terms of the First Offer Letter, MHADA issued a NOC vide letter dated 1st September 2005 in respect of the proposed redevelopment (hereinafter referred to as "First NOC"). Thereafter, MHADA issued another NOC vide letter dated 7th October 2005 in respect of the proposed redevelopment (hereinafter referred to as "Second NOC"). The Purchaser/s has/have been furnished with a copies of the First Offer Letter, First NOC and Second NOC; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.
- M. As per the proposal submitted by Shubh to MHADA for redevelopment of the Society Land, Shubh had also proposed that along with the Society Land, (as an amalgamated layout development), the development of:

- i. land belonging to MHADA admeasuring 1,330.13 square meters or thereabouts adjoining the Society Land (hereinafter referred to as "the Additional Land"); and which Additional Land is shown as marked in horizontal striped pattern and black colour boundary lines on the plan annexed hereto and marked as Annexure 'B2';
- ii. land belonging to MHADA and admeasuring 317.67 square meters or thereabouts adjoining the Society Land (hereinafter referred to as "the OB3 Land") and agreed to be leased by MHADA to certain individuals (hereinafter referred to as "the OB3 Holders"); who had constructed on the OB3 Land an office buildings known as office building no. 3 (hereinafter referred to as "the OB3 Building"); and which OB3 Land is shown as marked in vertical striped pattern and black colour boundary lines on the plan annexed hereto and marked as Annexure 'B2';

Purchaser/s

DSP

PSR

Developer

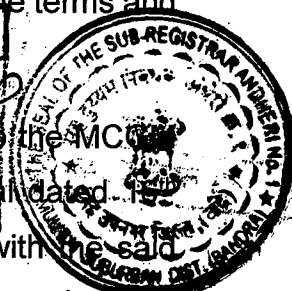
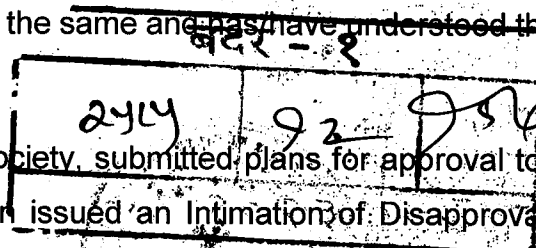
- iii. land belonging to MHADA and admeasuring 364.56 square meters or thereabouts adjoining the Society Land (hereinafter referred to as "the OB4 Land") and agreed to be leased by MHADA to the Society; and which OB4 Land is shown as marked in criss-cross striped pattern in black colour boundary lines on the plan annexed hereto and marked as Annexure 'B2'; and
- iv. land belong to MHADA admeasuring 949.87 square meters or thereabouts adjoining the Society Land (hereinafter referred to as "the RG Land"); and which RG Land is shown as marked in grass pattern and black colour boundary lines on the plan annexed hereto and marked as Annexure 'B2'.
- N. The Society Land, the OB3 Land, the OB4 Land, the Additional Land and the RG Land together constitute the Larger Land (which is shown as marked in red colour boundary lines on the plan annexed hereto and marked as Annexure 'B' and more particularly described in the **First Schedule** hereunder written).
- O. On or about 20<sup>th</sup> October, 2010, MHADA issued another offer letter thereby modifying the terms of the First Offer Letter (hereinafter referred to as "the **Second Offer Letter**"). The Purchaser/s has/have been furnished with a copy of the Second Offer Letter; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.
- P. Subsequently, on or about 11<sup>th</sup> March, 2011, MHADA issued another offer letter thereby modifying the terms of the Second Offer Letter (hereinafter referred to as "the **Third Offer Letter**"). The Purchaser/s has/have been furnished with a copy of the Third Offer Letter; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.
- Q. Thereafter, on compliance by the Society of the terms of the Third Offer Letter, MHADA also issued a NOC vide letter dated 25<sup>th</sup> July, 2012 in respect of the proposed redevelopment (hereinafter referred to as "Third NOC"). The Purchaser/s has/have been furnished with a copy of the Third NOC; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.
- R. Shubh had on behalf of the Society, submitted plans for approval to the MCGM and the MCGM had thereupon issued an Intimation of Disapproval dated 15<sup>th</sup> February, 2006 bearing number E.B./CE/8160/WS/AK and along with the said Intimation of Disapproval, approved the plans for construction of a new building

Purchaser/s

OSP

PSP

Developer



for the rehabilitation of the existing members of the Society on the portion of the Larger Land. The Purchaser/s has/have been furnished with a copy of the said Intimation of Disapproval dated 16<sup>th</sup> February, 2006; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.

- S. Pursuant to having obtaining the said Intimation of Disapproval dated 16<sup>th</sup> February, 2006, Shubh had unlawfully commenced the construction of the Proposed Buildings on the portion of the Larger Land, without having obtained the requisite commencement certificate from the MCGM. Subsequently, Shubh abandoned the construction activities on the Larger Land. Shubh had also made several defaults in complying with its obligations under the Shubh DA and in view of the same, at the Special General Body Meeting of the Society held on 3<sup>rd</sup> August, 2014, a unanimous resolution was passed by the existing members of the Society to terminate the appointment of Shubh as a developer for the redevelopment of the Larger Land on account *inter alia* of non-performance of its obligations as undertaken under the said Shubh DA and on account of abandoning the project of redevelopment; and further resolved to appoint another entity engaged in the business of development and redevelopment of immovable properties, as a developer for undertaking the redevelopment thereof. The Developer has furnished to the Purchaser/s the minutes of the said Special General Body Meeting of the Society held on 3<sup>rd</sup> August, 2014; and the Purchaser/s has/have perused the same.
- T. Accordingly, by and under a letter dated 5<sup>th</sup> August, 2014 addressed by the Society, through its Advocates, to Shubh, it was communicated by the Society to Shubh that the Society has terminated the said Shubh DA and Shubh POA for the reasons particularly set out therein. The Developer has furnished to the Purchaser/s a copy of the said letter dated 5<sup>th</sup> August, 2014; and the Purchaser/s has/have perused the same.
- U. Further, by and under a Deed of Cancellation dated 16<sup>th</sup> September, 2014 made and executed between the Society and Shubh, the Shubh DA, Shubh POA, individual consent letters given by the existing members of the Society in favour of Shubh and all other correspondences, writings and documents executed by the Society or its existing members with regard to the project of redevelopment of the Society Land (and other lands in the vicinity of the Society Land) being undertaken by Shubh were mutually terminated. The said Deed of Cancellation is registered with the Sub-Registrar of Assurances at Andheri no. 6 under number BDR-17-8413-2014. The Purchaser/s has/have been furnished with a copy of the said Deed of Cancellation; and the Purchaser/s has/have perused the same and

Purchaser/s

PSR

PSR

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Developer

has/have understood the terms and conditions thereof.

- V. In the circumstances, the appointment of Shubh as the developer to undertake redevelopment of the Larger Land was terminated by the Society and such termination was duly accepted by Shubh.
- W. The Society had made an application to the MHADA for allotment to the Society of the OB4 Land and the structures thereon; and the MHADA has vide allotment letter dated 30<sup>th</sup> April, 2005 confirmed that the MHADA will be allotting the OB4 Land and the structures standing thereon the Society subject to the terms and conditions contained therein and subject to the payment by the Society to MHADA of the amounts specified therein. The Society has thereupon made payment of sum Rs. 26,72,553/- (Rupees Twenty Six Lakh and Seventy Two Thousand and Five Hundred and Fifty Three only) to the MHADA as demanded by the MHADA vide its letter dated 30<sup>th</sup> April, 2005. Annexed hereto and marked as Annexure 'C' is a copy of the letter dated 30<sup>th</sup> April, 2005 issued by the MHADA and copy of the receipt evidencing payment of Rs. 26,72,553/- (Rupees Twenty Six Lakh and Seventy Two Thousand and Five Hundred and Fifty Three only). However, the requisite documents for transfer of the OB4 Land and the structures standing thereon in favour of the Society (including inter alia the requisite lease in respect of the OB4 Land by MHADA) is not yet executed. The Society has represented to the Developer that in view of what has transpired so far in the matter of acquisition by the Society of the OB4 Land and structure standing thereon, MHADA shall execute directly in favour of the Society, a Lease Deed in respect of the OB4 Land and a Sale Deed in respect of the new structure to be constructed by the Developer upon having demolished existing structures (hereinafter referred to as "the OB4 Title Documents"); and the Society shall vide the OB4 Title Documents become formally entitled to the OB4 Land and the structure standing thereon. The Society has further represented to the Developer that the Society has obtained possession of the OB4 Land and the structure thereon (now demolished).
- X. Pursuant to certain discussions and negotiations between the Society and the OB3 Holders, the Society was on or about July 2008 put in possession of the OB3 Land and the OB3 Structure by the OB3 Holders. However, such discussions and negotiations had not culminated into a definitive transaction.
- Y. In the Special General Body Meeting of the Society held on 5<sup>th</sup> October, 2014, the Society has considered the offers made by 4 (four) developers (including the Developer herein) who had submitted their offers for the redevelopment; and after considering such offers, the members of the Society accepted the offer made by the Developer herein; and have unanimously resolved to appoint the Developer

Purchaser/s  
OSP PSP

Developer



herein as the developer to undertake the redevelopment of the Larger Land. The Developer has furnished to the Purchaser/s minutes of the said Special General Body Meeting of the Society held on 5<sup>th</sup> October, 2014 and the Purchaser/s has/have perused the same.

Z. Thus, in the Special General Body Meeting held on 5<sup>th</sup> October, 2014, the Society has confirmed the appointment of the Developer herein as the only developer entitled to undertake the redevelopment of the Larger Land., The said Special General Body Meeting held on 5<sup>th</sup> October, 2014 was also attended by Mr. Suresh More, Deputy Registrar of Co-operative Societies, MHADA.

AA. Thus, the Society has, in the course of appointment of the Developer for the redevelopment of the Larger Land, followed the due procedure prescribed in the provisions of the Maharashtra Co-operative Societies Act, 1960 and in particular the Directive dated 3rd January, 2009, issued under Section 79-A thereof by the Government of Maharashtra, Co-operation, Marketing and Textiles Department.

BB. Thereafter, by and under a Development Agreement dated 21<sup>st</sup> October, 2014, was made and executed between the Society of the One Part (therein referred to as '*the Society*') and the Developer herein of the Other Part (therein referred to as '*the Developer*') whereby the Society has granted full and exclusive development rights in respect of the Society's Land and the OB4 Land, to and in favour of the Developer on the terms and conditions more particularly stated therein; and the Society has therein confirmed that the Society had no objection to the Developer undertaking the redevelopment of the Larger Land as an amalgamated scheme of redevelopment with the Society Land (hereinafter referred to as "**the said Development Agreement**"). The said Development Agreement is registered with the Sub-Registrar of Assurances Andheri No.6 under serial number **BDR17-8490-2014**. Along with the said Development Agreement, the Society had also executed an Irrevocable Power of Attorney dated 21<sup>st</sup> October 2014 (hereinafter referred to as "**the Power of Attorney**") in favour of (1) Mr. Vishal Ratanghayra and (2) Mr. Gurminder Singh, being the Designated Partners of the Developer, for doing various acts, deeds, matters and things in relation to undertaking the redevelopment of the Larger Land as envisaged under the said Development Agreement. The Power of Attorney is registered with the Sub-Registrar of Assurances at Andheri no.6 under number

CC. Thereafter, MHADA issued another letter dated 31<sup>st</sup> March, 2017 thereby offering to permit consumption of an additional FSI of 11,556.60 square meters on the Larger Land (hereinafter referred to as "Fourth Offer Letter"). Thereafter,

Purchaser/s *PSR*

*OSR*

*[Signature]* Developer

MHADA issued revised offer letter dated 12<sup>th</sup> January, 2018 thereby offering to permit consumption of an additional FSI of 11,556.60 square meters on the Larger Land, subject to compliance of the terms and conditions of the Offer Letter, including inter alia payment of premiums in the manner as more particularly mentioned therein (hereinafter referred to as "**Fifth Offer Letter**"). A copy of the said Fifth Offer Letter is annexed hereto and marked as **Annexure 'D'**.

DD. In pursuance of the Offer Letter and requisite compliances made by Developer, the MHADA has issued No Objection Certificate dated 7<sup>th</sup> August, 2018 thereby permitting the Society (through the Developer) to undertake the redevelopment of the Larger Land. A copy of the said NOC dated 7<sup>th</sup> August, 2018 issued by MHADA is annexed hereto and marked as **Annexure 'E'**.

EE. Thereafter, MHADA issued revised offer letter dated 2<sup>nd</sup> August, 2021 thereby offering to permit consumption of a balance FSI of 9,451.66 square meters on the Larger Land, subject to compliance of the terms and conditions of the Offer Letter, including inter alia payment of premiums in the manner as more particularly mentioned therein (hereinafter referred to as "**Sixth Offer Letter**"). A copy of the said Sixth Offer Letter is annexed hereto and marked as **Annexure 'D1'**.

FF. In pursuance of the Sixth Offer Letter and requisite compliances made by Developer, the MHADA has issued No Objection Certificate dated 14<sup>th</sup> September, 2021. A copy of the said NOC dated 14<sup>th</sup> September, 2021 issued by MHADA is annexed hereto and marked as **Annexure 'E1'**.

GG. The First Offer Letter, the Second Offer Letter, the Third Offer Letter, the Fourth Offer Letter, the Fifth Offer Letter and Sixth Offer Letter are hereinafter collectively referred to as "**MHADA Offer Letters**".

HH. In addition to the above, the Developer has from time to time made various applications to various concerned authorities, including *inter alia* the Ministry of Environment and Forests ("**MOEF**"), the MCGM, MHADA, Chief Fire Officer, Supt. Of Gardens, E.E.T.C. etc. and has from time to time obtained various approvals for construction of various multistoried buildings on the Larger Land as per the details set out in **Annexure 'F'**. The Purchaser/s confirm/s having being furnished with true copies of all documents/approvals referred to in **Annexure 'F'** hereto along with the sanctioned and approved plans (enclosed with or annexed to such approvals, where applicable) and has perused and understood the terms and conditions thereof and is completely satisfied with the same in all respects.

II. Prior to 23<sup>rd</sup> May, 2018, MCGM was the planning authority under the provisions of the Maharashtra Regional and Town Planning Act, 1966, for the purposes of

Purchaser/s

OSP

DSP

Developer



granting of construction related approvals with regard to the buildings proposed to be constructed on the Larger Land. After 23<sup>rd</sup> May, 2018, by virtue of amendments to the provisions of the the Maharashtra Regional and Town Planning Act, 1966 and the applicable DCR, MHADA is appointed/designated as the planning authority for grant of construction related approvals with regard to the buildings proposed to be constructed on the Larger Land. In the circumstances, all further construction related approvals (after 23<sup>rd</sup> May, 2018) in respect of the Larger Land, are issued by MHADA.

JJ. Accordingly, the Developer has demolished the Society Old Buildings as well as the OB3 Building and the OB4 Building including *inter alia* all the unauthorized structures constructed by Shubh on the Larger Land.

KK. In the circumstances aforesaid, the Developer became entitled to redevelop the Larger Land and construct thereon a new multi storied building.

LL. In the meantime, though the Society was already put in possession of the OB3 Land, certain disputes and differences had arisen between the Society and the OB3 Holders and the OB3 Holders had filed a writ petition in the Hon'ble High Court of Judicature at Bombay, challenging certain decisions taken by MHADA permitting the Society to include the OB3 Land in the scheme of redevelopment of the Society Land being Writ Petition No. 1904 of 2016.

MM. Pursuant thereto, the disputes and differences between the Society and the OB3 Holders were amicably settled by filing of Consent Terms dated 4<sup>th</sup> May, 2018 in the said Writ Petition no. 1904 of 2016; and the OB3 Holders have therein confirmed that they have no objection to the Society including the OB3 Land in the scheme of redevelopment of the Society Land.

NN. By and under a letter dated 7<sup>th</sup> June, 2018 issued by the Society to and in favour of the Developer, the Society has confirmed that the Society has permitted the Developer to include the OB3 Land also in the scheme of redevelopment of the Society's Land. The Society has in such letter also confirmed that the Society shall be executing a Supplemental Agreement (supplemental agreement to the Development Agreement) for formally authorizing the Developer to include the OB3 Land in the scheme of redevelopment.

OO. The Society's letter dated 7<sup>th</sup> June, 2018 has already requested MHADA for grant of a lease in respect of the OB3 Land to and in favour of the Society as per terms and conditions mentioned in the said Consent Terms dated 4<sup>th</sup> May, 2018 filed in the said Writ Petition.

PP. MHADA had demanded from the Society development charges for the

Purchaser/s  
OSR

Developer

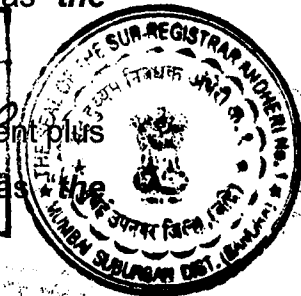
redevelopment of the Larger Land, by and under a letter/notice dated 6<sup>th</sup> September, 2021 (hereinafter referred to as "**Impugned Notice**"). In pursuance thereto, the Society has filed a writ petition in the Hon'ble High Court of Judicature at Bombay being Writ Petition (L) No. 20563 of 2021, thereby challenging demand of such development charges by MHADA, and further seeking interim relief to stay the recovery of development charges under the Impugned Notice. A copy of the said Impugned Notice is annexed hereto and marked as **Annexure 'F1'**.

QQ. The Hon'ble High Court of Judicature at Bombay by order dated 15<sup>th</sup> September, 2021 passed in the said Writ Petition (L) No. 20563 of 2021, has granted interim relief to stay the recovery of development charges, by MHADA under the Impugned Notice, and further made it clear that if construction of new building/s is completed, the Society shall apply for occupancy certificate in respect thereof, after seeking leave of the Hon'ble High Court of Judicature at Bombay. The said Writ Petition (L) No. 20563 of 2021 is still pending. A copy of the said Order dated 15<sup>th</sup> September, 2021 is annexed hereto and marked as **Annexure 'F2'**.

RR. As per the IoD and the plans to be further approved hereafter by the MCGM/MHADA or other concerned authorities, the Developer proposes the construction of 4 (four) separate and distinct buildings comprising in the aggregate 7 (seven) wings on the Larger Land as per the following list:

- i. a building comprising of A wing with 3 level basement plus ground plus 15 upper floors (hereinafter referred to as "**the First Building**");
- ii. a building comprising of B & C wings with 3 level basement plus ground plus 16 upper floors (hereinafter referred to as "**the Second Building**");
- iii. a building comprising of D & E wings with 3 level basement plus ground plus 16 (pt) upper floors (hereinafter referred to as "**the Third Building**"); and
- iv. a building comprising of F & G wings with 3 level basement plus ground plus 16 upper floors (hereinafter referred to as "**the Fourth Building**");

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(hereinafter collectively referred to as "**the Proposed Buildings**".)

SS. The location of the Proposed Buildings as presently proposed by the Developer is shown on the layout plan of the scheme of development of the Larger Land as annexed hereto and marked as **Annexure 'G'**.

Purchaser/s  
OSP PSP

Developer



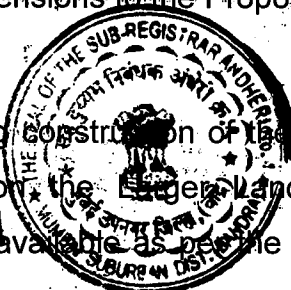
TT. The development/redevelopment of the Larger Land undertaken by the Developer by constructing the Proposed Buildings thereon, in the manner aforesaid, is hereinafter referred to as "the said Project". The term "the Project" wherever the same appears hereinafter shall include without limitation the entire project of construction of the Proposed Buildings and other structures and the entire development of the Larger Land, as envisaged by the Developer.

UU. It is clarified that as per the existing building approvals obtained by the Developer, only a part of the presently available development potential (available for utilization on the Larger Land) is being utilized in the course of construction of the Proposed Buildings; and that since the building approvals are proposed to be obtained by the Developer in various phases; the Developer shall from time to time be making applications to the MHADA as well as the other concerned authorities for revisions and amendments to the approved plans and for issuance of further intimations of disapproval or approval of amended plans and further commencement certificates or revalidation of the existing Commencement Certificate in terms of such amended/revised plans as may be approved from time to time, such that the entire available development potential available for consumption on the Larger Land is completely consumed in the course of development and construction of the Proposed Buildings on the Larger Land. Accordingly, the plans for construction of the Proposed Buildings on the Larger Land are subject to further modifications.

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

Developer hereunder.

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WW. It is clarified that during construction of the Proposed Buildings, the Developer shall be consuming on the Larger Land, maximum permissible FSI and development potential available as per the provisions of the DCR including but not limited to the following:

Purchaser/s  
OSP

Developer

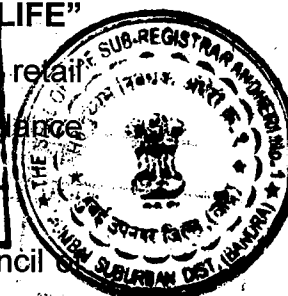
- i. entire development potential available for consumption on the Larger Land by way of FSI emanating from the Larger Land in the form of base land FSI, which can be consumed free of costs thereon;
  - ii. entire development potential available for consumption on the Larger Land by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM or MHADA including inter alia the layout incentive FSI or pro-rata FSI;
  - iii. entire development potential available for consumption on the Larger Land by way of loading Transferable Development Rights (hereinafter referred to as "TDR") on the Larger Land; and when the same is permitted to be utilized on the Larger Land;
  - iv. entire development potential available for consumption on the Larger Land by acquiring of compensatory fungible FSI in accordance with the presently Regulation 35 (4) of the DCR or the corresponding provisions of the modified/re-enacted DCR; and
  - v. entire development potential available for consumption on the Larger Land under the provisions of of Regulation 33 (5) of the DCPR or the applicable provisions of the Development Control Regulations for Greater Mumbai, 1991 as prevailing at the time of issuance of the Offer Letters by MHADA as recited above and any other Offer Letter which might be received at any time hereafter.
- XX. As per the existing approvals and further amendments thereto, as may be obtained by the Developer from time to time, the Developer would be constructing on the Larger Land, the Proposed Buildings to be known as "**PLATINUM LIFE**" the premises which would be capable of being used as residential flats, retail shops, commercial offices, restaurants, banks, and any other use in accordance with the building approvals.
- YY. The Developer has entered into an Agreement as prescribed by the Council of Architects appointing the Architect M/s. Space Moulders, represented by Mr. Chandan Kelekar (who is registered with the Council of Architecture), and have

Purchaser/s

OSP

PSP

Developer



also appointed Mr. P. S. Babaria as structural designers/engineers for preparing structural design and drawings and specifications of the Proposed Buildings. The Purchaser/s accept/s the professional supervision of the said Architects and the said structural designer/engineer till the completion of the Proposed Buildings unless otherwise changed by the Developer.

ZZ. The right and entitlement of the Developer to develop the Larger Land has been set out in the Title Certificate dated 9<sup>th</sup> July, 2015 issued by Kanga & Co., and a copy of the said Report on Title is annexed hereto as Annexure 'H'.

AAA. The Developer has registered the said Project of development and construction on the said Property under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA"), with the Maharashtra Real Estate Regulatory Authority, under registration no.P51800014518. 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 'I'.

BBB. The Purchaser/s has/have seen the documents and details uploaded by the Developer on the website of the Maharashtra Real Estate Regulatory Authority in respect of the said Project and has perused all such documents and has/have understood the contents thereof.

CCC. The Purchaser/s is/are aware that the Developer has disclosed on the website of the Maharashtra Real Estate Regulatory Authority (in respect of the said Project) the details of certain pending litigation in relation to the Project and the Purchaser/s has/have demanded from the Developer the entire set of papers and proceedings with regard to such litigation and has/have after obtaining independent legal advice with regard to the same, accepted the entitlement of the Developer to undertake the redevelopment of the Larger Land and the right and entitlement of the Developer to execute this Agreement and to consummate the transactions herein contained on the term and conditions mentioned herein.

DDD. The Purchaser/s has/have approached the Developer for acquiring a residential flat in one of the Proposed Buildings as per the details more particularly described in Annexure 'I' hereto (hereinafter referred to as "the said Flat"). The said Flat is shown on the floor plan annexed hereto as Annexure 'J'. As per the terms of the Redevelopment Documents and as per the building approvals, the said Flat forms a part of the surplus area that the Developer is entitled to sell in the open market (viz. not being the area earmarked for rehabilitation of the existing members of the Society).

OSR PSR  
Purchaser/s

 Developer

EEE. The Developer has informed the Purchaser/s that the project of construction of the Proposed Buildings on the Larger Land has been mortgaged by the Developer in favour of "IDBI Trusteeship Services Limited" as Debenture Trustee (hereinafter referred to as "ITSL") on behalf of its Debenture Holder, "Kautilya Real Estate Fund" (hereinafter referred to as "KREF"); and the transaction hereby contemplated is subject to the terms of the conditional no objection (NoC) issued by ITSL. The Purchaser/s has/have perused the said NoC issued by ITSL and has/have understood and accepted the terms and conditions thereof to the entire satisfaction of the Purchaser/s.

FFF. The Purchaser/s has/have taken inspection of all the documents of title of the Society relating to the Larger Land and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Developer to redevelop the Larger Land by construction of the Proposed Buildings thereon and to enter into these presents.

GGG. The Purchaser/s has/have demanded and has also taken inspection of the plans, MHADA Offer Letters and the existing building approvals issued by the MCGM and MHADA (including the conditions set out therein), undertakings given by the Developer/Society to the MCGM, MHADA and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, documents with regard to the termination of the Shubh DA and the record of rights, property register cards and all other documents required to be furnished to the Purchaser/s by the Developer under the provisions of RERA and Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "RERA Rules"), as well as under the provisions (to the extent applicable) of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "MOFA Rules") 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 in respect of the Larger Land and the said Project.

HHH. The Purchaser/s is/are aware that presently the Society is granted a lease by MHADA in respect only of the Society Land and though MHADA has permitted the Society to undertake the redevelopment of the entire Larger Land, the requisite Lease Deed in respect of the remainder of the Larger Land (other than the Society Land) is yet to be executed by MHADA in favour of the Society.

Purchaser/s *PSP*  
*OSP*

*J* Developer



III. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Buildings is completed and after the management of the Proposed Buildings is handed over to the Society and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

JJJ. In the circumstances, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said Flat on the terms and conditions herein contained.

KKK. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

**1 RECITALS TO FORM AN INTEGRAL PART:**

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

**2 DEVELOPER TO CONSTRUCT THE PROPOSED BUILDINGS:**

2.1 The Developer shall construct the Proposed Buildings as per the details set out in Recitals hereof, to be known as "Platinum Life" on the Larger Land, in accordance with the plans, designs, specifications that area already approved by the MCGM and MHADA and any other concerned local authority and which may further be approved by the concerned local authorities (in respect of the additional floors or additional structures as provided herein); and which sanctioned plans as well as proposed plans have been seen and approved by the Purchaser/s with only such variations therein as the Developer may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any them **PROVIDED THAT** the Developer shall have to obtain prior consent in writing to the Purchaser/s in respect of any variations or modifications to the plans which may adversely affect the said Flat hereby agreed to be sold to the Purchaser/s.

Purchaser/s

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Developer

2.2 The Purchaser/s is/are aware that since multiple buildings are to be constructed on the Larger Land as recited hereinabove, the Developer may construct the Proposed Buildings in a phased manner and the Purchaser/s has no objection to the Developer undertaking the development of the Larger Land and the construction of the Proposed Buildings thereon in a phase wise manner. Thus, at the time of delivery of possession of the said Flat by the Developer to the Purchaser/s, the entire development of the Larger Land may not have been completed; and the same may be ongoing; and the Developer may offer to put the Purchaser/s in possession of the said Flat upon receipt of a part occupancy/occupation certificate in respect of the Proposed Building in which the said Flat is situate or even a part of such Proposed Building. The Purchaser/s shall not object to the remaining development work and shall not refuse to accept possession of the said Flat in the event if the Developer has obtained a part occupancy/occupation certificate in respect of the said Flat.

### 3 TRANSACTION:

- 3.1 In consideration of the aggregate sum as mentioned in Annexure 'K' hereto (hereinafter referred to as "the Purchase Price") agreed to be paid by the Purchaser/s to the Developer in the manner contained in Annexure 'K' hereto, the Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developer, the said Flat, as more particularly described in Annexure 'J1' hereto, in the Proposed Buildings being constructed on the Larger Land together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in **Part A** and **Part B** respectively of the **Second Schedule** hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "the said Premises").
- 3.2 It is agreed between the Parties hereto that a notice/intimation forwarded by the Developer to the Purchaser/s stating that a particular stage of construction is being commenced or achieved shall be sufficient proof that a particular stage of construction is being commenced or achieved (as the case may be) for the purpose of making payment of the installment of the Purchase Price as per Annexure 'K' hereto. The Developer is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.

Purchaser/s DSP  
OSP

Developer



- 3.3 The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Developer by way of Value Added Tax or Service Tax or Goods and Services Taxes and Cess and any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Developer) up to the date of handing over possession of the said Flat, as elaborated herein below.
- 3.4 The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Developer to MCGM or MHADA or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Developer shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Developer to the Purchaser/s for the escalated Purchase Price.
- 3.5 The Developer may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate (as defined hereunder) per annum for the period by which the respective installment has been pre-poned. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Developer. The term "**Agreed Interest Rate**" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.
- 3.6 It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure 'K' is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure 'K' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure 'K' 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 'K' hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause (3.5) thereof.
- 3.7 All the amounts towards the Purchase Price shall be deposited by the Purchaser/s in the account opened with the **HDFC Bank Limited** bearing account number **5750000081764** and accordingly, all the cheques/demand drafts etc. towards the Purchase Price shall be drawn by the Purchaser/s in favour of and

Purchaser/s  
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1 Developer

payable to the credit of "SAMUDRA DARSHAN GRUHPRAVESH LLP ESCROW ACCOUNT". The said Flat shall remain mortgaged to ITSL till deposit of Purchase Price in full in the aforesaid account by the Purchaser/s.

#### 4 DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

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

- 4.1 Time for making the payments of the installments of the Purchase Price as mentioned in Annexure 'K' is strictly of the essence of this Agreement and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s; and thus (a) in the event of the Developer so terminating this Agreement or (b) in the event of the Purchaser/s requesting the Developer to terminate this Agreement for any reasons whatsoever and howsoever arising, the Developer shall be entitled to forfeit 5% (Five Percent) of the amount of the total Purchase Price as receivable by the Developer from the Purchaser/s hereunder; and thereupon the Developer shall also be free and entitled in its own right to deal with the said Flat and the Developer's rights therein, in any manner as the Developer in its sole discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of execution or registration of any document or deed of cancellation.
- 4.2 A termination letter issued by the Developer to the Purchaser/s regarding such termination shall effectively terminate this Agreement and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in this Clause [4] shall be made within 3 (three) months of the sale by the Developer of the said Flat to a third party or completion of the construction of the entire Proposed Buildings, whichever is earlier. The amount of refund in such an event shall be after deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser/s hereunder as may be payable up to the date of termination as well as the costs incurred by the Developer in finding a new willing acquirer/transferee who may acquire the said Flat (including

Purchaser/s PSP

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brokerage charges as may be incurred by the Developer in that behalf).

- 4.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination **PROVIDED HOWEVER THAT** the Developer 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 of the Purchase Price is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment **PROVIDED FURTHER** that strictly without prejudice to the aforesaid, the Developer, in its sole and absolute discretion may (without being obliged to do so), instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments of the Purchase Price after their respective due dates but after charging interest at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof).
- 4.4 In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall, notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

## 5 DISCLOSURE AS REGARDS TITLE:

- 5.1 The Developer has disclosed to the Purchaser/s that the said Society is the lessee of the Society Land and has acquired title to the Society Land from MHADA on leasehold basis by virtue of the said Lease Deed in the manner recited above and that though the MHADA has permitted the Society to undertake the redevelopment of the Larger Land, the Lease Deed/s in respect of the remainder of the Larger Land (other than the Society Land) is/are not yet executed between MHADA and the Society. The Purchaser/s are further aware that the Developer is appointed as a developer by the said Society in respect of the redevelopment of the Larger Land under and in accordance with the terms and conditions of the Agreements as recited above.
- 5.2 The Developer has also informed the Purchaser/s that the project of construction of the Proposed Buildings on the Larger Land has been mortgaged by the Developer in favour of ITSL and the transaction hereby contemplated is subject

Purchaser/s  
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Developer

to the terms of the conditional no objection (NoC) issued by ITSL. All the amounts towards the Purchase Price shall be deposited by the Purchaser/s in the manner as more particularly set out in Clause [3.7] hereof.

- 5.3 The Purchaser/s has/have conducted a detailed legal due diligence with regard to the title of the Society to the Society Land and the entitlement of the Society to the Larger Land and the Developer's entitlement to undertake the redevelopment of the Larger Land and has completely understood the nature of the title of the Society to the Larger Land and the Developer's entitlement to undertake the redevelopment of the said Larger Land by construction of the Proposed Buildings thereon and the entitlement of the Developer to enter into this Agreement; and the Purchaser/s is/are completely satisfied with the same and shall hereafter not raise any further objections/requisitions with regard thereto.

## 6 DEVELOPER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

- 6.1 The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and that the Developer shall before handing over possession of the said Flat to the Purchaser/s, obtain from the MHADA, the Occupation/Occupancy Certificate in respect of the said Flat.
- 6.2 The Developer hereby declares that the FSI available at present in respect of the Project on the Larger Land is approximately 33,815 square meters; and that no part of the said FSI has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Developer elsewhere, then the Developer 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. The Developer has already informed the Purchaser/s that the FSI is already permitted to be further increased by MHADA *inter alia* in terms of the Offer Letters. Nothing contained in this Clause shall be construed or deemed to be a restriction on the ability of the Developer to exploit the full construction and development potential of the Larger Land as recited above.

## 7 DESIGN SUBJECT TO AMENDMENTS AND CHANGES.

- 7.1 The design of the said Flat is subject to amendments and changes as may be stipulated by the MCGM, MHADA, Government, local authority and as

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requirements of the Developer from time to time.

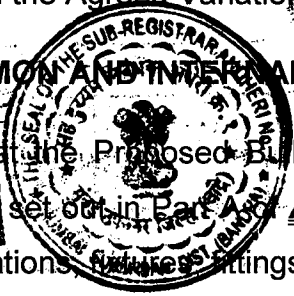
7.2 The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Buildings, in accordance with the said approvals or such other plans, with such additions and alterations, as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or MHADA or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said Flat and the Proposed Buildings on the Larger Land 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 Flat agreed to be acquired by the Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limits, as set out in Clause [7.3] hereof.

7.3 Before the Purchaser/s is/are put in possession of the said Flat, the Developer shall confirm the final carpet area of the said Flat 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 Flat up to 3% (three percent) (plus or minus) is acceptable to each of the Parties hereto (hereinafter referred to as **"the Agreed Variation Limits"**).

7.4 In the circumstances, if the carpet area of the said Flat is at a variation (increase or a decrease) from what is agreed under this Agreement (but within the Agreed Variation Limits) then neither Party shall have any claim against the other for such variation and the Purchaser/s shall not seek a discount or rebate or reduction of the Purchase Price or any other amounts on account of decrease in the carpet area of the said Flat within the Agreed Variation Limits.

**8 DESCRIPTION OF COMMON AND INTERNAL AMENITIES:**

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It is expressly agreed that the Proposed Buildings shall contain the common amenities and facilities as set out in Part A of Annexure 'L' hereto and the said Flat shall contain specifications, fixtures, fittings, and amenities as set out in Part B of Annexure 'L' hereto (hereinafter referred to as the **"said Amenities and Facilities"**) and the Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings and amenities in the

Purchaser/s  
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*[Signature]* Developer

said Flat. It is specifically agreed between the Parties hereto that the Developer shall have the right to change/alter/substitute the said Amenities and Facilities 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 Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Flat on the specified date. The Developer 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 may be reasonably possible and subject to availability. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

**9 PURCHASER/S' SATISFACTION ON TITLE:**

- 9.1 The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents as hereinabove recited; and has/have fully satisfied himself/herself/themselves about the entitlement of the said Society and the Developer in respect of the Larger Land, the termination by the Society of Shubh's appointment as the previous developer, the entitlement of the Developer to undertake redevelopment of the Larger Land and the entitlement of the Developer to enter into this Agreement.
- 9.2 The Purchaser/s shall not be entitled to further investigate the entitlement of the Society to the Larger Land and/or the entitlement of the Developer to construct the Proposed Buildings thereon and to enter into this Agreement and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto.
- 9.3 The Purchaser/s has/have also taken inspection of the MHADA Offer Letters, MHADA NOCs, orders and approved plans, IoD, amended approved plans and CC issued by the MCGM and MHADA and the undertakings given by the Developer/Society to the MHADA and the MCGM; and other concerned authorities, and other relevant documents and papers including the municipal assessment bills, city survey records and other documents mentioned in the RERA, the RERA Rules, the MOFA and the MOFA Rules and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers.

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*[Signature]*  
Developer



## 10 PURCHASER/S TO BECOME MEMBER/S OF THE SAID SOCIETY:

- 10.1 Pursuant to receipt of the full Occupation/Occupancy Certificate in relation to the Proposed Buildings and after all the premises in the Proposed Buildings are agreed to be sold by the Developer under duly registered documents on the broad lines of this Agreement and subject to receipt of the entire Purchase Price hereunder agreed to be paid by the Purchaser/s to the Developer as provided in Annexure 'K' hereto and further subject to payment by the Purchaser/s of all other amounts hereunder agreed to be paid by the Purchaser/s to the Developer, the Developer shall make the requisite application to the said Society for inducting the Purchaser/s as member/s in the said Society in accordance with the provisions of the Development Agreement.
- 10.2 The Purchaser/s hereby agree/s to become the member/s of the said Society by paying the admission fee of Rs. 100/- (Rupees One Hundred Only) and an amount of Rs. 500/- (Rupees Five Hundred Only) or such other amount as may be demanded by the Society towards the share money for 5 (five) fully paid up Shares of the said Society and also by paying the amounts towards proportionate sinking fund/corpus fund to the said Society.

## 11 INCIDENTAL RIGHTS OF THE DEVELOPER:

- 11.1 The Developer has further informed the Purchaser/s that subject only to the terms and conditions of the Development Agreement and the Supplemental Agreement, the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the Larger Land; (b) the balance development potential/rights in respect of the Larger Land (i.e. after having utilized the FSI available for the construction of the Proposed Buildings and as per the plans already submitted and/or to be submitted by the Developer from time to time and as per the proposed total scheme of development); (c) various rights that may accrue to and over the Larger Land in the future including additional development potential as recited above; and (d) the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the Larger Land and Proposed Buildings (the rights referred to in above are hereinafter collectively referred to as "the Incidental Rights").
- 11.2 The Incidental Rights include without limitation, the right of use of the Larger Land as receiving plot and/or to be consumed fully exploit by utilizing TDR and/or DRC which the Developer and/or his assignee/s may be entitled to, from time to time, at the Developer's sole and absolute discretion. The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner

Purchaser/s  
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Developer

whatsoever, as it may, in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience, the Developer transfers such rights to any person/s.

11.3 The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the Purchase Price in respect of the said Flat and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any future development that may be undertaken either by the Developer and/or its nominee/s and/or person/s.

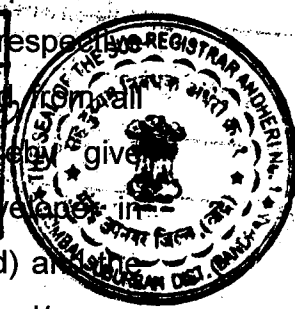
11.4 The Purchaser/s further agree/s and acknowledge/s that the Developer shall be solely and exclusively be entitled to use and exploit all common areas and the compound of the Proposed Buildings, the façade of the Proposed Buildings and the terrace on the top of the Proposed Buildings for advertising purposes and any other appropriate location as Developer may deem fit and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire consideration receivable 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 the member/s of the said Society.

**12 NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:**

12.1 As aforesaid, the Developer shall be constructing the Proposed Buildings and additional structures/wings/floors therein as stated above on the Larger Land and the Purchaser/s is/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 most habitable floors in each of the Proposed Buildings (which may be of an area lesser than the area of the plinth of the respective building), the Developer 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/holder/s of such premises (whether or not the same are approved as common areas). Further, the Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting (next to) the terrace. The terrace/s, if so permitted to be used by the Developer, shall not be enclosed by the respective purchaser/occupant/holder without the permission in writing obtained from all concerned authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights being retained by the Developer in respect of such terrace/s (and the right to allot the same as aforesaid) and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any

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

12.3 As recited above, it is reasonably expected by the Developer that the FSI for consumption on the Larger Land shall be increased (including by virtue of proposed amendments to the DCPR), from the FSI that is presently approved under per the existing building approvals and from what is presently approvable in accordance with the existing provisions of the DCPR; (including *inter alia* by virtue of the re-enactment of the applicable DCPR; and thereby the Developer will on availability of such additional FSI, be able to construct further floors as a part of the Proposed Buildings in addition to the presently approved floors as recited above. The Purchaser/s confirm/s that the Purchaser/s has/have no objection and shall not raise any objection to the Developer putting up additional construction on the Larger Land by increasing the number of floors in the Proposed Buildings, as such, or in any other manner whatsoever.

12.4 The Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the Larger Land and/or additional storey/s in the Proposed Buildings including *inter alia* as recited above; and such additional building/s/structure/s/wing/s/storey/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose of such additional building/s/structure/s/wing/s/storey/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer shall be entitled to amend/alter/modify the layout plan of the Larger Land as also construct additional building/s/structure/s/wing/s/storey/s on the Larger Land or any portion or portions thereof and the Developer shall be entitled to dispose of the premises in such additional building/s/structure/s/wing/s/storey/s as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause [12.4] shall operate as the Purchaser's/Purchasers' irrevocable, absolute and unconditional consent and shall be deemed to be the consent of the Purchaser/s in accordance with provisions of RERA, RERA Rules, MOFA and MOFA Rules and in particular Section 14 of RERA and sections 7 and 7A of MOFA.

### 13 ENTITLEMENT OF THE PURCHASER/S TO RAISE LOAN:

The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said Flat by

Purchaser/s  
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Developer

offering the rights of the Purchaser/s hereby created, as a security. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance Purchase Price and other sums as hereunder provided from the Purchaser/s, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Purchaser/s. No sum of such loan will be disbursed to the Purchaser/s till the entire amount of Purchase Price (as per Annexure 'K' hereto) is received by the Developer and till the Developer has received all other amounts hereunder receivable by the Developer from the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price as payable under this Agreement and other amounts hereunder agreed to be paid by the Purchaser/s and has/have taken possession of the said Flat, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Flat and against the Purchaser/s personally and not against the Larger Land, the Proposed Buildings or any one of them or any of the other premises in the Proposed Buildings, and not against any other assets/rights of the Developer or the said Society.

**14 COMMON AREAS:**

It is expressly agreed that the Purchaser/s along with the other occupants of premises in the Proposed Buildings shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Buildings and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in **Part A** (limited common areas) and **Part B** (common areas) of the **Second Schedule** hereunder written. The Purchaser/s shall not claim use or entitlement to use any areas in the Proposed Buildings on the ground that the same are approved as common areas in the plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and claim to be entitled to use/enjoy are as set out in the **Second Schedule** subject to what is set out therein.

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

It is clarified that the right of the Purchaser/s is restricted to the said Flat agreed to be sold to him/her/them by the Developer as described in Annexure as per the floor plan annexed hereto as Annexure 'J' and use and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces, basement parking spaces or any other area

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Purchaser/s  
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in to or upon the Larger Land and/or the Proposed Buildings or any other space surrounding the Proposed Buildings or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Developer.

#### 16 NO CHANGE OF USER:

It is expressly agreed, by and between the Developer and the Purchaser/s that the said Flat is agreed to be sold to the Purchaser/s for use as a residential flat only and it shall be utilized by the Purchaser/s for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever and howsoever arising. The Purchaser/s agree/s not to change the user of the said Flat, without prior written consent in writing of the Developer and the concerned authorities.

#### 17 PARKING SPACES:

17.1 In accordance with the provisions of the said Development Agreement, the Developer has agreed to provide certain car parking spaces to the Society for allotment to the existing members of the Society; and the Developer is entitled to and has been authorised by the Society allot the balance car parking spaces to the acquirers of the area available with the Developer for sale. The Developer shall accordingly earmark parking spaces (open, or on the parking floors or in the stilt or basement) of the Proposed Buildings for exclusive use thereof by certain acquirers of the premises in the Proposed Buildings depending on availability as the Developer has been authorised to do so by the Society under the Development Agreement. It is clarified that the Developer is not accepting any consideration/purchase price/amounts from any acquirer/s of the premises (which the Developer is entitled to sell as recited hereinabove) for allotment/earmarking of such parking spaces.

17.2 The Society has, in the Development Agreement, already confirmed the allotment of the additional parking spaces by the Developer in favour of the acquirers of the sale area in the Proposed Buildings that is available to the Developer under the Development Agreement. The Purchaser/s agree that the Developer shall be entitled to do such earmarking in its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces.

17.3 Notwithstanding what is stated in Clauses [17.1] and [17.2] above, the Purchaser/s acknowledge/s and understand/s that due to paucity of physical spaces and requirement of a larger number of car parking spaces, a majority of

Purchaser/s  
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Developer

the car parking spaces that will be provided by the Developer in the Proposed Buildings, maybe in the form of an automated mechanical pit or tower parking system or multi-level stack parking systems or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises in the Proposed Buildings and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "the **Mechanical Parking**"). The Purchaser/s is/are aware that such Mechanical Parking involves or may involve operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the Proposed Buildings. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

#### 18 DATE OF POSSESSION OF THE SAID FLAT:

18.1 The Developer agrees to offer to hand over possession of the said Flat to the Purchaser/s in the Proposed Buildings on or before 30<sup>th</sup> June, 2023 or within a period 7 (Seven) days from the date of obtaining Occupation/Occupancy Certificate in respect of the said Flat, whichever is later, subject to:

18.1.1 easy availability of cement, steel and other building materials; and

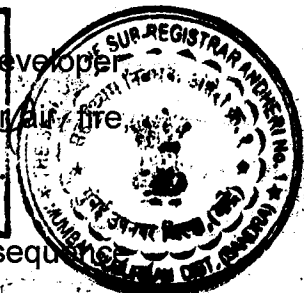
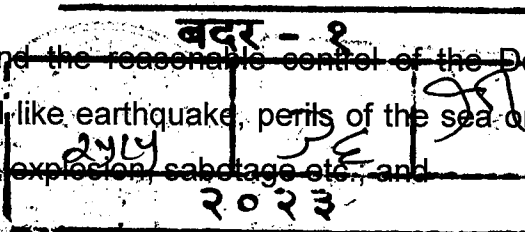
18.1.2 any conditions beyond the reasonable control of the Developer including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc. and

18.1.3 any riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the Larger Land could be adversely affected; and

18.1.4 any geological, subsurface ground conditions as a result of which

Purchaser/s  
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 Developer



construction, development on the Larger Land and construction on and development of the Larger Land 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 Larger Land; 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 on the Larger Land could be adversely affected; and

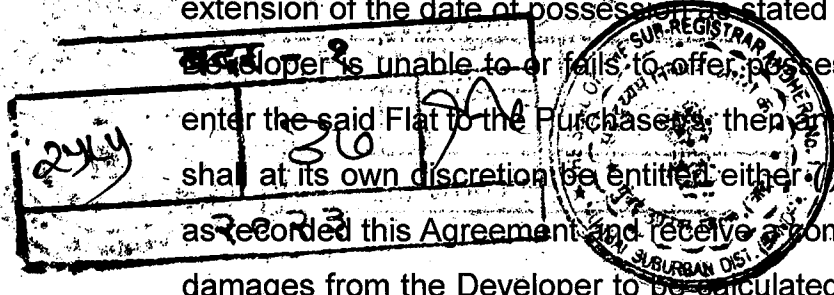
18.1.7 any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the Larger Land could be adversely affected;

18.1.8 any change in byelaws, policy and regulations of statutory authorities; and

18.1.9 act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the MCGM and MHADA for approval of plans, grant of Occupation/Occupancy Certificate, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Developer.

18.2 The date of delivery of possession of the said Flat is subject to certain terms as more particularly specified in the preceding Clause [18.1] and even after extension of the date of possession as stated in the preceding Clause [18.1], the

~~Developer is unable to or fails to offer possession of the said Flat or license to enter the said Flat to the Purchaser/s; then and in such an event, the Purchaser/s shall at its own discretion be entitled either (i) to continue with the arrangement as recorded in this Agreement and receive a compensation in the form of liquidated damages from the Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause [18.1] hereof) till the date of offer of possession by the Developer to the~~



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

18.3 The refund to be made by the Developer to the Purchaser/s pursuant to Clause [18.2] (if applicable) shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause [18.2] hereof. In case of termination by the Purchaser/s as provided in Clause [18.2], upon the aforesaid payment/s being made by the Developer to the Purchaser/s, neither Party shall have any claim against the other either in respect of the said Premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the said Premises and/or create third party rights therein in favour of any other person/s at and for such consideration and upon such terms and conditions as the Developer may deem fit and proper, in the Developer's sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in this Clause, in the event if the Developer finds a willing buyer/purchaser to acquire the said Flat prior to the refund to the Purchaser/s under this Clause then the Developer shall be entitled to sell the said Flat to such new buyer/purchaser but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.

18.4 Save and except as provided in Clause [18.2] hereof, the Purchaser/s shall be entitled to withdraw from this Agreement or terminate this Agreement; and in the event if the Purchaser/s for any reason/s communicates to the Developer that

Purchaser/s  
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the Purchaser/s has/have so decided to withdraw from the this Agreement 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 Developer is unable to complete construction of the aforesaid Proposed Buildings and/or to give possession of the said Flat to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be, to refund to the Purchaser/s the amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser), till then received by the Developer from the Purchaser/s hereunder, without any interest thereon, and thereupon this Agreement shall ipso facto and automatically stand terminated.

18.6 The Purchaser/s shall take possession of the said Flat within a maximum period of 2 (two) months from the Developer giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation; but the obligation of the Purchaser/s to bear and pay the maintenance charges as provided hereinafter shall commence at the expiry of a period of 7 (Seven) days from the offer of possession of the said Flat by the Developer to the Purchaser **PROVIDED** that if within a period of 5 (five) years from the date of offer to hand over possession of the said Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer, any defect in the said Flat with regard to the material used therein or any unauthorized change in the construction of the Proposed Building in which the said Flat is situated, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost; and in case if it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer, reasonable compensation for such defect or change, based on the estimates provided by any Architect appointed/nominated by the Developer.

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

Purchaser/s

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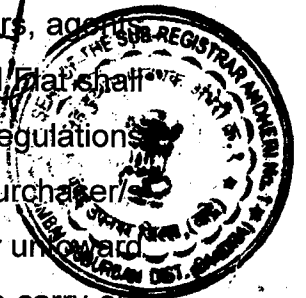
Developer

- 18.8 The Purchaser/s shall be entitled to the possession of the said Flat only after the full Purchase Price as per Annexure 'K' hereto is paid by the Purchaser/s to the Developer; and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.
- 18.9 The Developer shall not put the Purchaser/s in possession of the said Flat unless and until the Purchaser/s has/have paid the entire Purchase Price as provided by Annexure 'K' hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Flat to the Developer, as specified herein and upon the Developer having received the Completion Certificate or Occupancy/Occupation Certificate or part occupancy or part occupation certificate in respect of the said Flat.
- 18.10 Upon completion of construction of the Proposed Buildings, the Developer may at its discretion, permit the Purchaser/s to enter upon the said Flat, limited for the purpose of carrying out fit out works of non-structural nature like installation of fixture and furniture in the said Flat at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Developer shall not be obliged to permit the Purchaser/s to enter upon the said Flat under any circumstances and the same shall be entirely at the discretion of the Developer. The Purchaser/s further acknowledge/s that at such stage the Occupation/Occupancy Certificate or part occupation/occupancy certificate in respect of the said Flat may not have been issued by the concerned authorities at such stage the said Flat may not be capable of being occupied by the Purchaser/s. The Purchaser/s agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Flat to carry out the said fit out works as contemplated in this Clause [18.10], the Purchaser/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Purchaser/s further agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Flat to carry out the said fit out works as contemplated in this Clause [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 Purchaser/s so entering upon the said Flat shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Developer from time to time. The Purchaser/s acknowledge/s that Developer shall not be liable and/or responsible for any and every incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Flat as contemplated in this Clause [18.10].

Purchaser/s

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Developer



18.11 The Purchaser/s also agreed and undertake that prior to commencing any fit out or interior works in the said Flat, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the Fit Out Manual (as may be drawn up by the Developer containing the guidelines for carrying out the fit-out works in the premises in the Proposed Buildings), keep deposited with the Developer a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) as a security deposit and which amount shall be refunded by the Developer to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the Fit Out Manual or cause/s any damage or nuisance to the Proposed Buildings or any common areas therein or in any adjoining the said Flat, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s 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 Flat being offered to the Purchaser/s, he/she/they shall be entitled to the use and occupy the said Flat for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Flat or license to enter the said Flat he/she/they shall have no claim against the Developer in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed.

18.13 It is further clarified that at the time of offer of possession of the said Flat, certain facilities/amenities proposed to be provided in the Proposed Buildings, murals, sculptures, fountains, lobby furniture, etc. may not be ready or other common amenities in the New Building or the compound may not be completed and the Purchaser/s shall not delay accepting possession of the said Flat or delay making any payments to the Developer on the ground that such facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take up to 2 (Two) years for the Developer to provide additional facilities and complete all amenities in the Proposed Buildings and complete the Proposed Buildings after obtaining the part occupancy certificate (if so obtained by the Developer) in respect of the said Flat and the Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and shall not cause any hindrances or obstructions in the course of the Developer carrying out such work on the Larger Land or in the Proposed Buildings.

Purchaser/s

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## 19 REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

- 19.1 Over and above the amounts of the Purchase Price, as set out in Annexure 'K' hereto and other amounts agreed to be paid by the Purchaser/s to the Developer as set out hereinabove, the Purchaser/s shall before taking possession of the said Flat or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Flat (whether or not the Purchaser/s has/have taken possession of the said Flat or not), whichever is earlier pay to the Developer the amounts as specified in Annexure 'M' hereto.
- 19.2 The amount mentioned in Clause 6 of Annexure 'M' hereto, without any interest and after deduction therefrom of all arrears of taxes, premiums, cess, outgoing, maintenance charges and expenses, etc. incurred till then, shall be transferred by the Developer to the Society upon management of the Proposed Buildings being handed over to the Society. Save and except, for the amounts as mentioned in Clause 6 of Annexure 'M' hereto, the Developer shall not be liable to maintain and/or render individual accounts to the Purchaser/s in respect of any other items mentioned in this Agreement.
- 19.3 The maintenance charges to be borne by the Purchaser/s as aforesaid would include *inter alia* the following:
- 19.3.1 The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Buildings, water pipes and electric wires in under or upon the Proposed Buildings used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, layout access roads, lift and staircase of the Proposed Buildings and other common areas and amenities as enjoyed by the premises purchasers in common as aforesaid and the boundary walls of the Proposed Buildings, compounds etc.
- 19.3.2 The cost of cleaning and ~~lighting~~ <sup>बदर - १</sup> the passage, water pump, lifts, landings, staircases, common lights and other parts of the Proposed Buildings used by the premises purchasers in common as aforesaid.   
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- 19.3.3 The cost of the salaries of certain workers like clerks, accountants, liftmen, chowkidar, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them   
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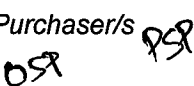




etc.

- 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 Buildings (if and when taken).
- 19.3.6 The maintenance charges, cost, expenses and amounts required for maintenance and operation of various common equipment that may be installed in the Proposed Buildings 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 firefighting, tank for municipal water, overhead tank and other water tanks by whatever name called, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Buildings.
- 19.3.7 The above maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchaser/s to the Developer. The above provisional maintenance also does not include property and municipal tax (which shall be payable in addition to the aforesaid amounts by the Purchaser/s).

19.4 The Purchaser/s is/are aware that after the possession of the said Flat is offered to the Purchaser/s and after he/she/they is/are admitted as member/s of the said Society, it may take at least 18 (Eighteen) to 24 (Twenty Four) months for the Developer/Society to work out and inform each of the premises occupants in the Proposed Buildings about the exact breakup of the maintenance charges payable by him/her/them. Therefore, during a period, the Developer/Society is likely to draw up ad-hoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would allow the said Society a time period of 18 (Eighteen) to 24 (Twenty Four) months, or more from the date of he/she/they is/are admitted as member/s of the Society, to enable the Developer/Society to work out the exact details of the

Purchaser/s  


 Developer

maintenance charges payable by him/her/them.

19.5 Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in that event of any amount becoming payable by way of levy of premium, taxes, cess, fees, charges, etc., after the date of this Agreement to MCGM or MHADA 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 Larger Land and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Developer, however, the same would be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said Flat to the total area of all the new premises being developed on the Larger Land.

## 20 TAXES:

20.1 The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'K' hereto, is exclusive of the all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations including *inter alia* Goods and Services Tax (hereinafter collectively referred to as "**the Indirect Taxes**").

20.2 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 the Indirect Taxes (specifically the Goods and Services Tax) on the transactions as contemplated under this Agreement for the sale of the said Flat by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Developer is not liable to bear and/or pay the same. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the applicable amounts for the Indirect Taxes to the Developer or the concerned authorities (if so directed by the Developer) within a period of 7 (seven) days from the date of the Developer calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set off or credits.

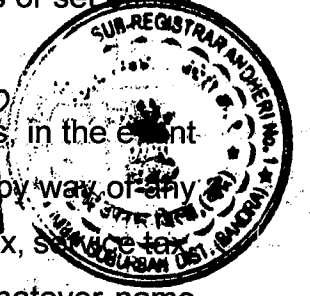
20.3 It is hereby further agreed that in addition to the said Indirect Taxes, in the event of any additional amount/s becoming payable now or in the future by way of any levy, premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax or any other tax, levy, charges, etc. by whatever name called (whether applicable at the time of execution of the this Agreement and/or any time hereafter) to any authority or to the State Government or to the Central Government (save and except the Income Tax on the income of Developer),

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arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same.

20.4 In the event if the applicable legislation permits an option to the Developer to opt for a particular type of computation for the purposes of applicability of the Indirect Taxes, then and in such an event, the Developer shall be free and entitled to opt for any permissible computation or avail of any scheme (as may be available) for the purposes of computation of such Indirect Taxes and the Purchaser/s shall not object to the same.

20.5 Non-reimbursement/Non-payment of the said Indirect Taxes and other amounts mentioned in this Clause [20] by the Purchaser/s shall be deemed to mean non-payment of the amount towards the Purchase Price to the Developer and the consequences as mentioned in Clause [4] hereof shall apply.

20.6 In the event if any rebate or credit or set off is available to the Developer of any amounts paid by the Developer or the Purchaser/s against the payment of the Indirect Taxes, then and in such an event, the Developer shall, solely and exclusively be entitled to such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Indirect Taxes to the Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

20.7 It is further agreed by and between the Parties that that the Purchaser/s have negotiated the Purchase Price (as set out in Annexure 'K' hereto) with the Developer having regards to the set-off/tax credit that may be available or be hereafter made available to the Developer and after taking into consideration that such tax set-off or tax credit (by whatever name called) is or shall be available to the Developer. Thus, in the event if such tax set-off or tax credit (by whatever name called) is or shall be available to the Developer with regard to any of the Indirect Taxes, then the Developer shall solely be entitled to claim the same and be solely entitled to the benefit of such tax set-off or tax credit and it is agreed and clarified that the Purchase Price and the installments thereof as mentioned in this Agreement are arrived at after taking into account and considering that the Developer shall be entitled to claim and be solely entitled to the benefit of such tax set-off or tax credit. The Purchaser/s shall under no circumstance/s not object

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OSP PSP

Developer

to the Developer availing of such tax set-off or tax credit and the Purchaser/s shall not claim any amounts from the Developer in that behalf since the quantum of such estimated such tax set-off or tax credit is already factored in by the Parties at the time of agreeing upon the Purchase Price and the installments thereof as mentioned in this Agreement and the said quantum of Purchase Price is arrived at and finalized considering that the Developer shall be solely entitled to the benefit of such tax set-off or tax credit.

## 21 BREACHES:

The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase Price and other sums as aforesaid, for which the consequences as mentioned in Clause [4] 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 Developer shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Developer and in the event of the Developer so treating this Agreement void, the consequences of termination as set out in Clause [4] hereof shall apply.

## 22 ELEVATION OF THE PROPOSED BUILDING:

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

Purchaser/s  
DSP PSP

 Developer



## 23 COVENANTS OF THE PURCHASER:

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

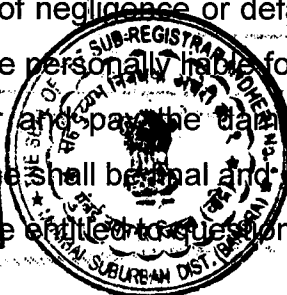
- 23.1 To maintain the said Flat at the Purchaser's/Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Flat is offered to the Purchaser/s and to not do anything or suffer anything to be done in or to the Proposed Buildings and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Flat itself or any part thereof;
- 23.2 Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Flat, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer/the said Society are in any manner whatsoever prejudiced/ adversely affected;
- 23.3 Not to carry out in or around the said Flat any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the Proposed Buildings;
- 23.4 To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Buildings by any act of the Purchaser/s;
- 23.5 Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes, or goods which are so heavy so as to damage the construction or structure of the Proposed Buildings or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Buildings. On account of negligence or default of the Purchaser/s in this behalf, ~~the~~ Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same;
- 23.6 To carry out at his/her/their own cost all the internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s (usual wear and tear excepted);

Purchaser/s

Developer

OSR

PSR



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

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

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

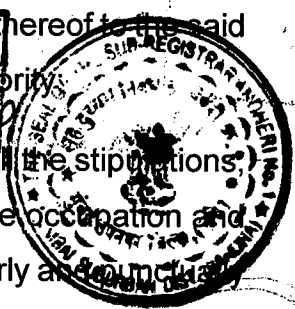
23.10 To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Flat by the Purchaser/s.

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

23.12 The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the said Society as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Buildings and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the said Society and/or the concerned authority and/or other public authority.

23.13 The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Society regarding the occupation and use of the said Flat and shall bear and pay and contribute regularly and

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Purchaser/s  
OSP PSP

Developer

towards the taxes, expenses or other outgoings as may be required to be paid from time to time;

23.14 The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land /Proposed Buildings/said Flat and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (Five) years from the Purchaser/s being put in possession of the said Flat;

23.15 The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Buildings in any manner whatsoever;

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

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

23.18 The Purchaser/s is/are aware that the construction of the Proposed Buildings is approved with inadequate sizes of the rooms, shafts, chowks therein, that the height approved for construction of the habitable rooms in the Proposed Buildings is 2.85 mtrs; and the Purchaser/s shall not raise any objections with regard thereto and/or make any claims against the MCGM or MHADA or any other concerned authorities with regard thereto;

23.19 The Purchaser/s is/are aware that as per one of the conditions imposed by the MCGM and MHADA whilst sanctioning the plans for construction of the Proposed Buildings, the MCGM and MHADA have prescribed that the dry and wet garbage generated in the Proposed Buildings shall be kept separate and that the dry garbage and wet garbage shall be treated separately on the Larger Land by the occupants of the New Buildings (including the Purchaser/s herein); and the Purchaser/s shall comply with such condition and any further/other conditions as may be prescribed by the MCGM and MHADA with regard to garbage generated from the Proposed Buildings;

23.20 The Purchaser/s is/are aware of various concessions, approvals granted to the Developer at the time of construction of the Proposed Buildings including the condoning of open space deficiencies and the Purchaser/s undertake/s not to

Purchaser/s  
OSP PSP

Developer

raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the adjoining plots; and

23.21 The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Buildings is completed and after the management of the Proposed Buildings is handed over to the Society and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

#### 24 INDEMNITY:

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

#### 25 STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement the Purchaser/s shall pay the applicable amount of stamp duty and registration charges etc. and other out of pocket expenses, payable in respect of this Agreement and the Purchaser/s shall lodge this Agreement for registration with the concerned Sub-Registrar of Assurances within a period of 15 (fifteen) days from the execution hereof; and shall within a period of 30 (thirty) days from the date of execution hereof inform the Developer of the serial number, under which the same is lodged for registration by forwarding the photocopies of the receipt issued by the concerned Sub-Registrar; to enable the Developer and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution of this Agreement within the time prescribed for registration of documents under the Registration Act, 1908.

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Purchaser/s PSP  
OSP

Developer



## 26 TRANSFER OF THE SAID FLAT:

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

## 27 MISCELLANEOUS:

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

27.2 **Notices:** All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post Acknowledgement Due ("RPAD") or mailed at the electronic mail (e-mail) address as provided by the Purchaser/s to the Developer or hand delivered at the address set out in Annexure 'A' hereto; and the same shall effectually and completely discharge the Developer.

27.3 **Income Tax PAN:** The Income Tax Permanent Account Number of the Purchaser/s is as set out in Annexure 'B' hereto; and the Income Tax Permanent Account Number of the Developer is: **AAE135184M**.

27.4 **TDS:** all amounts towards the Purchase Price/consideration as payable by the Purchaser/s to the Developer in accordance with Annexure 'K' hereto, shall be made by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194 IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Developer the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the

Purchaser/s *OSR*

*[Signature]* Developer

deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Developer shall be deemed to be a breach equivalent to non-payment of Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause [4] hereof.

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

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

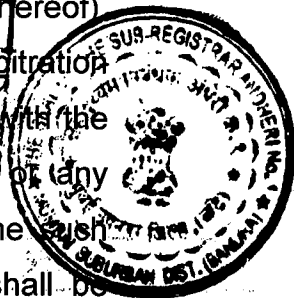
**27.7 Dispute Resolution:**

27.7.1 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.

27.7.2 Subject to what is provided in Clause [27.7.1], 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

Purchaser/s  
OSP PSP

Developer



Tribunal shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.

**27.8 Jurisdiction:** Subject to what is provided in Clause [27.7] above, the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.

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

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

**27.11 Name of the Proposed Buildings:** Unless otherwise decided by the Developer the name of the Proposed Buildings shall be **Platinum Life** and shall always have as its prefix the word "**Platinum**", being the brand name of the Developer. The Purchaser/s shall not either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the said Society seek to alter or modify the name of the Proposed Buildings, without the prior written consent of the Developer.

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

Purchaser/s  
OSP

Developer

ineffective or invalid under the applicable law.

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

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

All that piece and parcel land admeasuring 6431.65 and forming part of larger land bearing CTS No. 195 (pt) at D. N. Nagar, Village Andheri, Taluka Andheri, Mumbai Suburban District and bounded as follows:

On or towards the North by : 12.20 mtrs wide Road  
 On or towards the South by : 12.20 mtrs wide Road,  
 On or towards the East by : Building No. 1 to 6  
 On or towards the West by : Building No. 10

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Common Areas and Facilities**

**PART A - LIMITED COMMON AREAS**

- i. All the Purchaser/s of Flats on each floor will have a proportionate undivided interest with their fellow neighbors on the same floor in respect of the flat entrance lobby and lift lobby at every floor adjacent to the respective flats;
- ii. Parking Spaces in accordance with the provisions of Clause [17] of this Agreement.

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Purchaser/s  
 DSP  
 OSP

Developer

**PART B - COMMON AREAS**

The Purchaser/s will have a proportionate un-divided interest in the following along with acquirers/holders of the premises in the Proposed Buildings:

- iii. Entrance lobby on the Ground Floor,
- iv. Society office room.
- v. Gymnasium as permissible by MCGM
- vi. Lifts provided in the Proposed Buildings.
- vii. Staircase of the Proposed Buildings including the floor landing and the mid-landing, for the purpose of ingress and egress.
- viii. Terrace on the topmost floor of the Proposed Buildings .

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Purchaser/s १५१  
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Developer

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

**SIGNED SEALED AND DELIVERED** )

By the within named "Developer" )

**SAMUDRA DARSHAN GRUHPRAVESH LLP,** )

pursuant to a resolution passed at the meeting )

of the Partners of the Developer )

held on 1<sup>st</sup> August, 2022 )

By the hands of its Authorised Signatory )

**MR. GURMINDER SINGH** )

In the presence of two independent witnesses )

1. MS. MINAL MANGE )

2. MR. SANDEEP DHANAWADE )



For SAMUDRA DARSHAN GRUHPRAVESH LLP

*Gurinder Singh*

Designated Partner

**SIGNED AND DELIVERED** )

By the within named "Purchaser/s" )

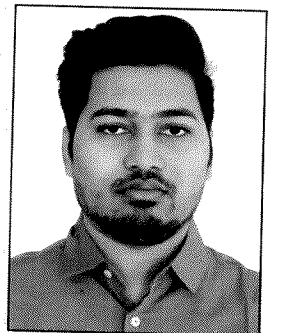
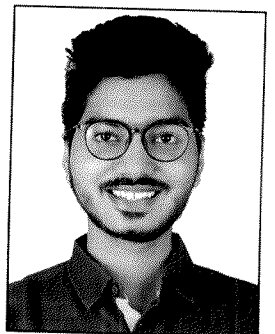
1. **MR. OMKAR SHASHIKANT PAWASKAR** )

2. **MR. PRANAV SHASHIKANT PAWASKAR** )

In the presence of two independent witnesses )

1. MS. MINAL MANGE )

2. MR. SANDEEP DHANAWADE )



*Omkar Pawaskar*

*Pranav Pawaskar*

बदर - १		
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Purchaser/s

Developer

## RECEIPT

Received with thanks from **Mr. Omkar Shashikant Pawaskar & Mr. Pranav Shashikant Pawaskar** within mentioned Purchaser(s) following amount(s) as per details herein below:

Sr.No.	Instrument Dated	Instrument No.	Bank details	Amount (INR)
1.	05-12-2022	013392	Saraswat Co-op Bank Ltd	1,00,000/-
2.	23-01-2023	024099	State Bank of India	20,00,000/-
3.	06-02-2023	024102	State Bank of India	14,30,290/-
<b>Total Amount</b>				<b>35,30,290/-</b>

**Rupees Thirty Five Lakh Thirty Thousand Two Hundred Ninety Only.**

**I/WE SAY RECEIVED**

**For SAMUDRA DARSHAN GRUHPRAVESH LLP**

  
**Authorized Signatory**

*Handwritten signature*

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बदर - १		
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SAMUDRA DARSHAN GRUHPRAVESH LLP (LLP I NO: AAB-9873)

901, Peninsula Heights, C.D. Barfiwala Marg, Juhu Lane,  
Andheri (West), Mumbai - 400 058 ☎ +91 22-28271000

✉ info@platinumcorp.in ● www.platinumcorp.in



PRICELESS LIFESTYLE

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE PARTNERS OF SAMUDRA DARSHAN GRUHPRAVESH LLP AT THEIR MEETING HELD ON 01<sup>st</sup> AUGUST, 2022 AT THE REGISTERED OFFICE OF THE LLP AT 901, PENINSULA HEIGHTS, C. D. BARFIWALA MARG, JUHU LANE, ANDHERI-WEST, MUMBAI-400058 AT 1.00 P.M.**

**“RESOLVED THAT** the LLP do execute Agreement For Sale, Agreement for Allotment, Agreement for Permanent Alternate Accommodation, Memorandum of Understanding, Allotment Letters, Letters of Intent and other incidental documents and writings (collectively **“the Documents”**) with various flat purchaser/s/transferee/s for creating third party rights in respect of the flats comprising the area that the LLP is entitled to sell/transfer in the building , namely **“Platinum Life”** being constructed by the LLP on the leasehold plot of Samudra Darshan Co-operative Housing Society Limited at plot of Building No.9,12,13,14,OB 3 and OB 4 , C.T.S. No. 195 (pt) of Village Andheri, Taluka Andheri, Mumbai Suburban District at D.N. Nagar, Andheri (West), Mumbai-400 053.”

**“FURTHER RESOLVED THAT** Mr. Vishal Navinchandra Ratanghayra, Mr. Gurminder Singh Seera and Mr. Saurabh Dipak Sanghvi, the Designated Partners and Authorized Signatories of the LLP be and are hereby severally authorized by the partners to sign and execute on behalf of the LLP, all or any of such Documents.”

**“FURTHER RESOLVED THAT** Mr. Vishal Navinchandra Ratanghayra, Mr. Gurminder Singh Seera and Mr. Saurabh Dipak Sanghvi, the Designated Partners and Authorized Signatories of the LLP be and are hereby severally authorized (either in person or through their respective Constituted Attorneys) to lodge the Documents, for registration and to severally attend (either in person or through their respective Constituted Attorneys) the office of the concerned Sub-Registrar of Assurances and any other officers empowered by law to register documents and to severally admit (either in person or through their respective Constituted Attorneys) execution of such documents and to have such documents registered as per the provisions of the Registration Act, 1908.”

*Certified to be a True Copy – Dated this 01<sup>st</sup> day of August 2022.*

FOR SAMUDRA DARSHAN GRUHPRAVESH LLP

*Vishal Navinchandra Ratanghayra*  
DESIGNATED PARTNER

बदर - १  
2023





**ANNEXURE 'A'**

**Particulars of the Purchaser/s**

Sr. No.	Particulars	Details
1	Name of Purchaser/s	1. MR. OMKAR SHASHIKANT PAWASKAR 2. MR. PRANAV SHASHIKANT PAWASKAR
2	Address of Purchaser/s	61/C-10, SHREE GAJANAN CHS LTD. SARDAR PATEL NAGAR, 4 <sup>TH</sup> LANE, MHADA, NEAR BEAUTY GURUS BUS STOP, ANDHERI (WEST), MUMBAI – 400 053
3	PAN No. of Purchaser/s	1. DGSP9421B 2. BXDPP4483R

DCP

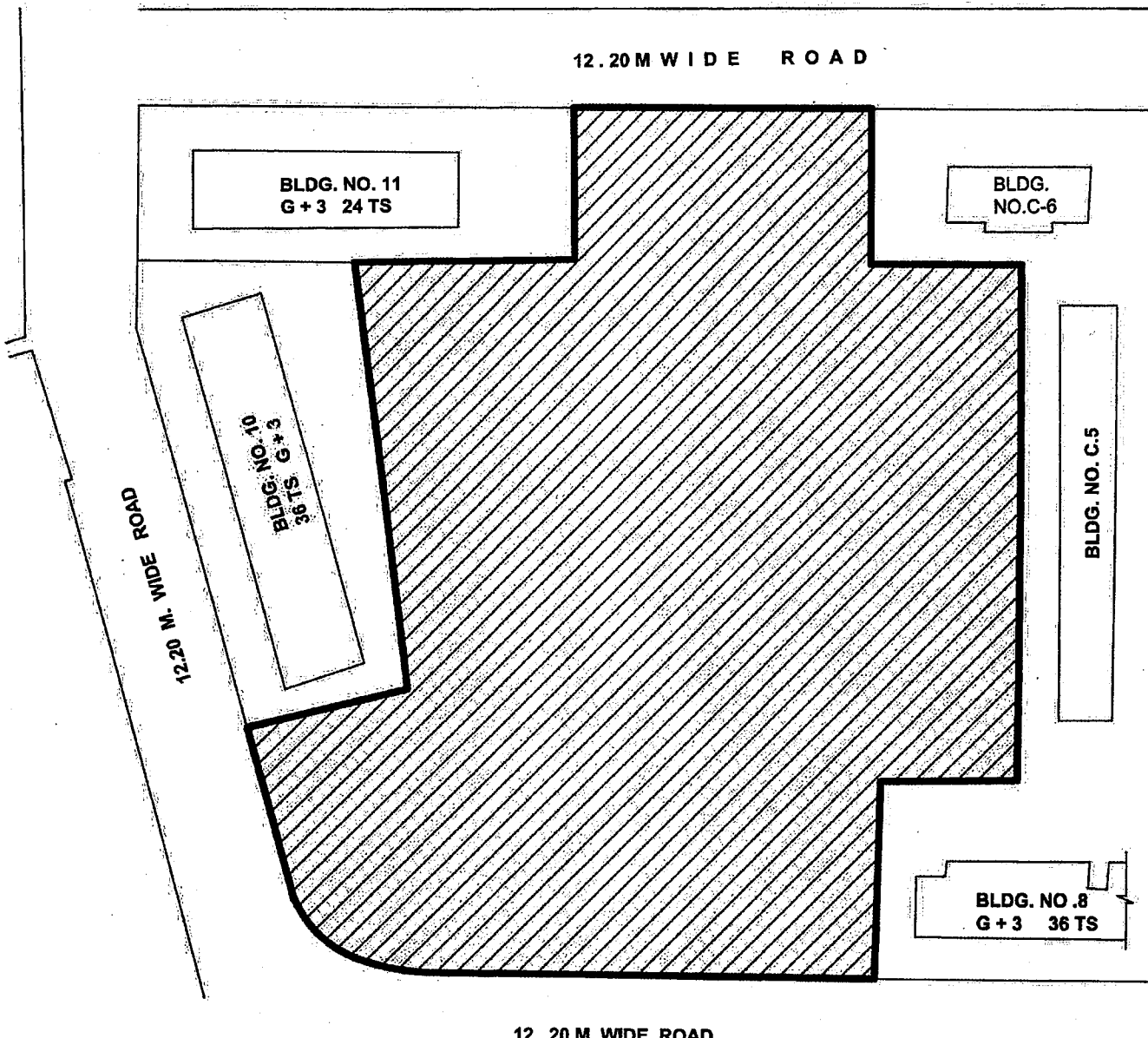
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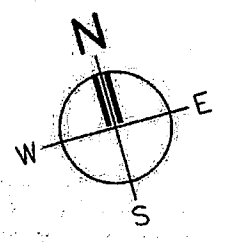


# ANNEXURE - B



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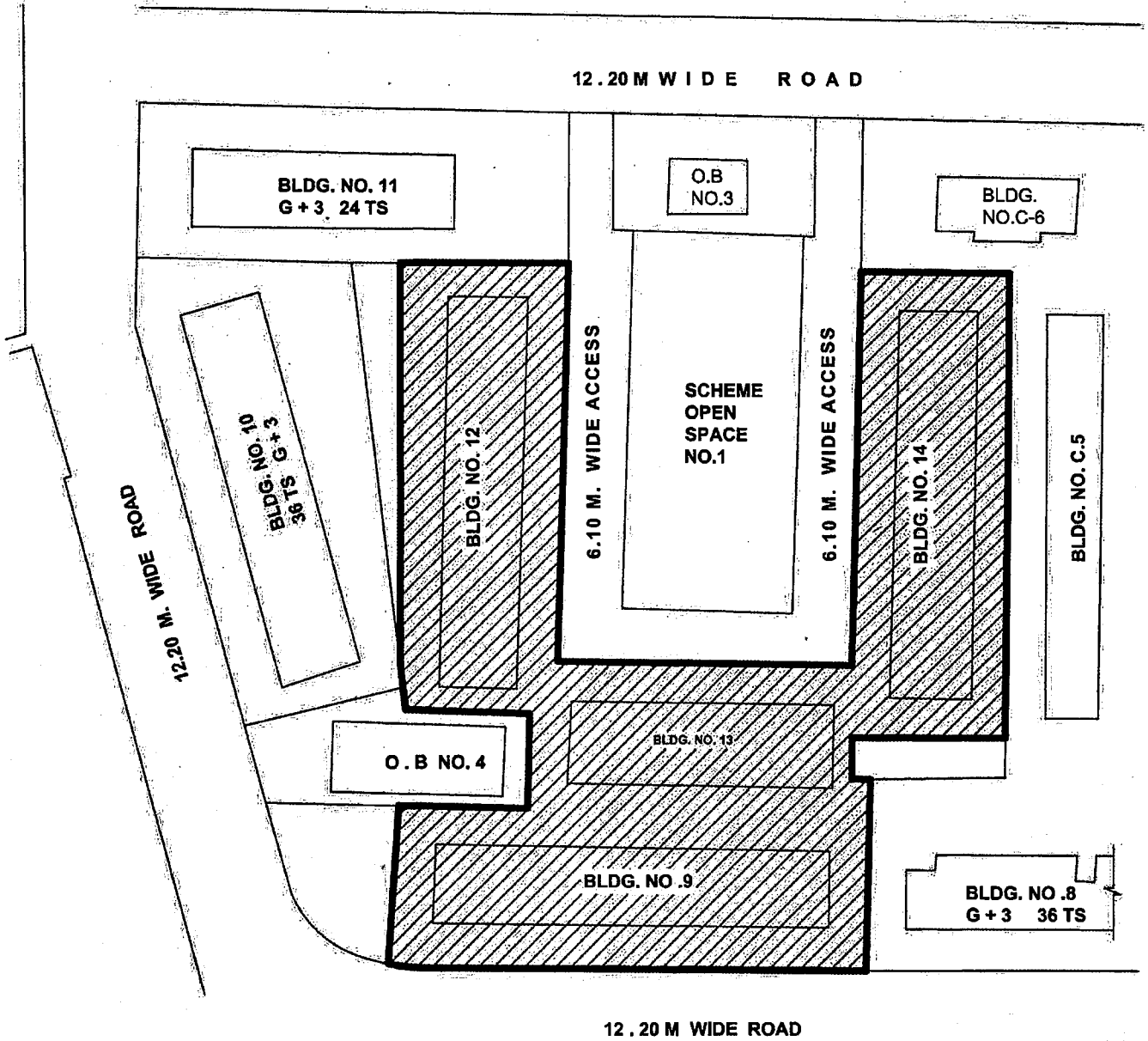
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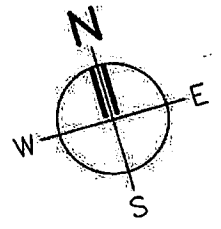
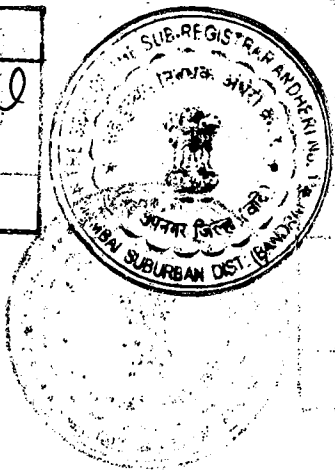
**LEGEND -**

 LARGER LAND

# ANNEXURE - B1



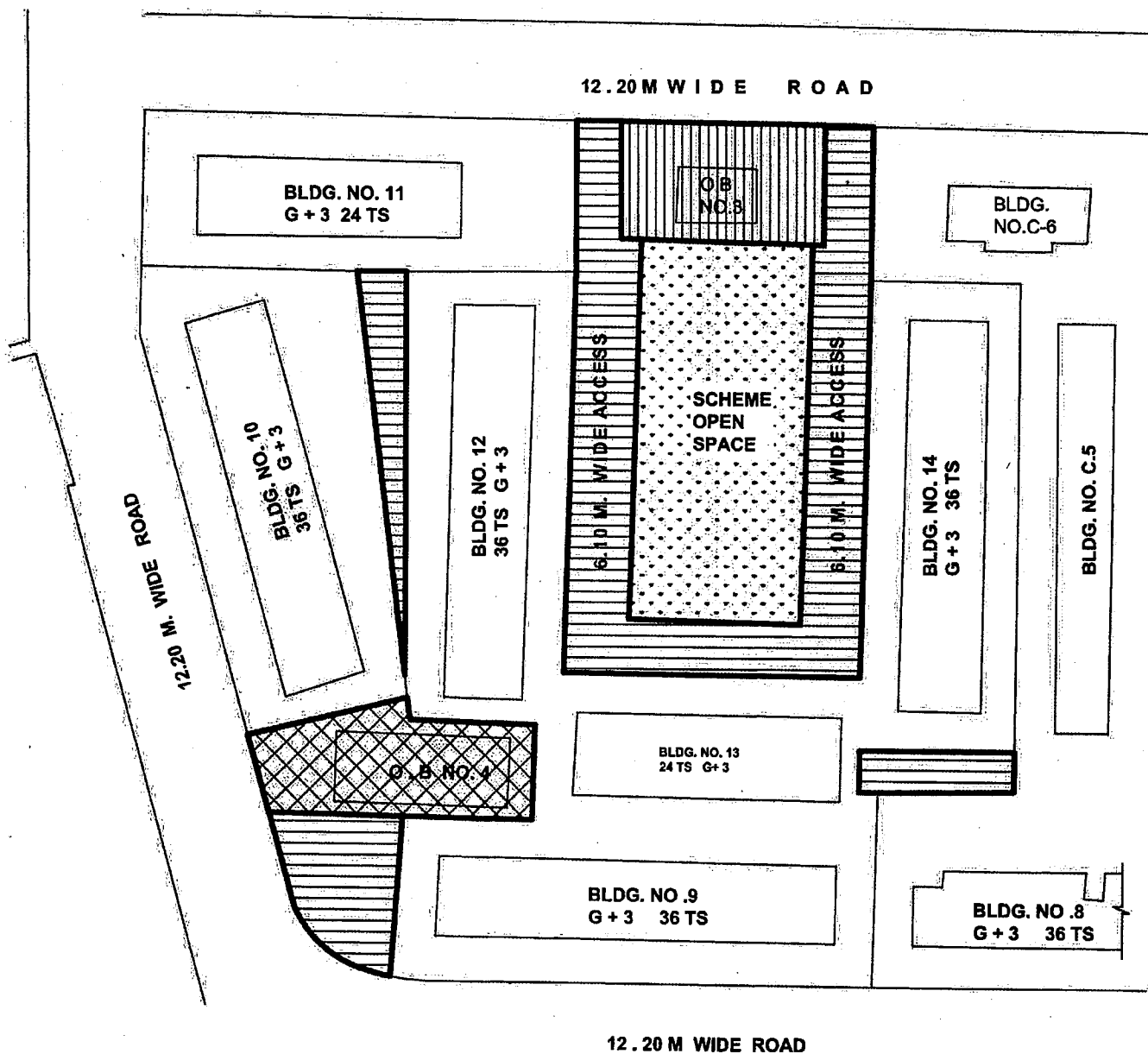
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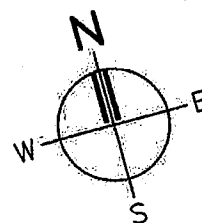
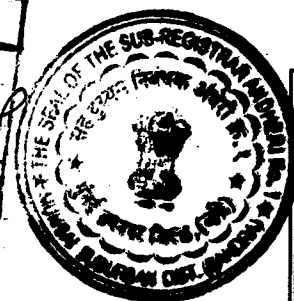
**LEGEND -**

 **SOCIETY LAND**

# ANNEXURE - B2

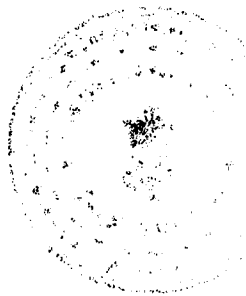


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**LEGEND -**

	ADDITIONAL LAND
	O.B.-3 LAND
	O.B.-4 LAND
	R.G. LAND

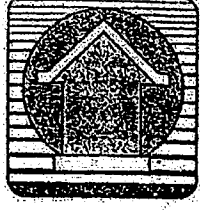


# ANNEXURE - 'C'

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ  
(म्हाडाचा घटक)

MUMBAI HOUSING AND  
AREA DEVELOPMENT BOARD  
(A MHADA UNIT)

म्हाडा  
MHADA



जा.क्र.मु.अधि./२१५६/२००५.

दिनांक : ३०-४-०५

प्रति,

सचिव,

समृद्ध दर्शन सह.गृह.संस्था (पर्या.),

कार्यालयीन इमारत क्र.४, डी.एन.नगर,

अंधेरी (प.), मुंबई.

विषय :- डी.एन.नगर येथील कार्यालयीन इमारत क्रमांक ४ मालकी तत्वावर  
वितरीत करण्याकरिता विक्री किंमत कळविण्याबाबत.

संदर्भ :- आपले पत्र दिनांक १८ मार्च २००४.

महोदय,

डी.एन.नगर, अंधेरी (प.) येथील सदर कार्यालयीन इमारत क्रमांक ४ सद्यस्थितीत भाडेतत्वावर आपल्या  
ताब्यात आहे. सदर इमारतस्थित भूखंड आपणांस मालकी तत्वावर मिळावा; म्हणून संदर्भातून विनंती अर्जाच्या  
अनुषंगाने प्राधिकरणाचा ठराव क्रमांक ४०७६ मधिल तरतुदीच्या कार्यालयीन इमारतीची विक्री किंमत व उर्वरित  
चटईक्षेत्राचे अधिमुल्य, भुईभाडे व इतर रक्कम खालीलप्रमाणे आहे.

आपणांस वितरित करण्यात येणाऱ्या कार्यालयीन इमारतस्थित भूखंडासाठी

i) कार्यालयीन इमारतीच्या बांधकाम क्षेत्राचे अधिमुल्य :

अ) कार्यालयीन इमारतीचे बांधकाम क्षेत्र = १५९.१२ चौ.मी.  
ब) इमारतीच्या बांधकाम क्षेत्रासाठी आकारावयाचा दर = रु.१५०/- प्रती चौ.फूट  
क) कार्यालयीन इमारतीची एकूण विक्री किंमत (अ x ब x १०.७६) = रु.२,५६,८२०/-

ii) उर्वरित चटई क्षेत्राचे अधिमुल्य :

अ) उर्वरित चटई क्षेत्र = २०५.४४ चौ.मी.  
ब) उर्वरित चटई क्षेत्रासाठी आकारावयाचा दर = रु.११,२५०/- प्रती चौ.मी.  
(रु.२२,५००/-प्रती चौ.मी. च्या ५०% निवासी वापर  
असल्याचे गृहित धरून)  
क) उर्वरित चटई क्षेत्राचे अधिमुल्य = रु.२३,११,२००/-

iii) प्राधिकरणाच्या १९९२ च्या धोरणाप्रमाणे १ वर्षासाठीचे भुईभाडे = रु.१,०२,५३३/-

iv) प्राधिकरणाच्या १९९२ च्या धोरणाप्रमाणे ३० वर्षासाठीचे भुईभाडे = रु.१२,८९,६६३/-

v.) नापमात्र रु.१/- प्रमाणे ३० वर्षांचे भुईभाडे = रु. ३०/-

vi.) विधी शुल्क = रु. २,०००/-

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

दूरध्वनी : ५६४०५०००, २६५९२८७७, २६५९२६२२

फॅक्स नं. : ०२२-२६५९२०५८/२६५९०६६० पर्याय

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

Phone : 56405000, 26592877, 26592622.

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

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२०२३		



पर्याय: (१)

३० वर्षांचा लिजरेट एकत्रित करून रुपये ३८,५१,७१३/- इतके किंवा,

पर्याय: (२)

प्रतिवर्षी रुपये १,०२,५३३/- लिजरेट भरणे वा अटीवर रुपये २६,७२,५५३/- यापैकी एका

पर्यायानुसार येणारी रक्कम मंडळाकडे भरणे आवश्यक आहे.

सदर कार्यालयीन इमारतीस्थित भूखंडाच्या विक्रीबाबत व वितरणाबाबत अटी व शर्ती खालीलप्रमाणे आहेत.

- १) सदर कार्यालयीन इमारतीस्थित भूखंडाचे अभिमूल्य आपण उर्वरित चटईक्षेत्राचा वापर नित्वासी वापर करणार असल्याचे गृहित धरून कळविण्यात आलेले असल्यामुळे आपण उर्वरित चटईक्षेत्राचा वापर अनित्वासी वापरासाठी केल्यास आपणांस मंडळाची परवानगी घ्यावी लागेल. तसेच, आपणांस त्या क्षेत्राच्या व्यापारी बाजारभावाच्या १००% दर आकारण्यात येईल.
  - २) वरीलपैकी पर्याय १ किंवा पर्याय २ नुसार जो पर्याय आपणांस स्विकृत आहे. त्याबाबतचे संश्लेषण आपणांकडून तीन महिन्यांच्या कालावधित प्राप्त न झाल्यास  
(अ) मंडळाच्या द्वारे बहुमजली इमारतीतील पर्यायी गाळे किंमत आकारून आपणांस मालकी तत्वावर देण्यात येतील व अशा रिक्त झालेल्या सदर भूखंडाची निविदाद्वारे विक्री करण्यात येईल.
  - ३) भूखंडाचे क्षेत्रफळ भूमापन कार्यालयाकडून प्रत्यक्ष मोजणी करून घेण्यात यावे व त्यानुसार येणारे क्षेत्रफळ अंतिम समजण्यात यावे. ही कार्यवाही संस्थेला स्वजबाबदारीवर व स्वखर्चाने करून घेणे बंधनकारक आहे आणि अंतिम होणाऱ्या क्षेत्रप्रमाणे फरकाची रक्कम आपणांस मुंबई मंडळाकडे अदा करावी लागेल.
  - ४) भूखंडाचा ताबा प्राप्त झाल्यानंतर सदर भूखंड बिनशेतीकडे वर्ग करणे पोटाविभाजन / सामिलीकरण करणे, त्यासाठी महसूल विभागाकडून उचित ती परवानगी घेणे. तसेच यानंतर भूखंडासाठी वार्षिक शेतसारा, बिनशेती सारा, नगरपालिका कर वा इतर तत्सम कोणतेही शासकीय / निमशासकीय कर किंवा रक्कम संबंधितांस देय असणे आपणांस बंधनकारक आहे.
  - ५) उक्त भूखंडासाठी आवश्यकता वाटल्यास पोहोच रस्ते बांधणे, भूखंडासाठी पाणीपुरवठा, वीजपुरवठा, सांडपाण्याचा निचरा होण्याची व्यवस्था करणे इत्यादी आपणांस स्वखर्चाने कराव्या लागतील. आपणांचे पाण्याचा निचरा होण्यासाठी मुंबई महानगरपालिकेच्या मार्गदर्शानुसार खुली गटारे बांधणे आपणांस बंधनकारक आहे.
- यानुसार आपण स्विकारलेल्या पर्यायाप्रमाणे रक्कम भरणे केल्यानंतर तसेच अटी व शर्ती मन्ना असल्याबाबतचे हमीपत्र या कार्यालयाकडे सादर केल्यानंतर या प्रकरणी पुढील उचित ती कार्यवाही करण्यात येईल.

आपला विरयासू,

मिळकत व्यवस्थापक (२), मुंबई मंडळ

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Original / मूळ प्रत 784430 A.O.H.  
 Receipt No. / पावती क्र. 784430

Book No. Mumbai Housing & Area Development Board  
 पुस्तक क्र. मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ  
 BB/01 Griha Nirman Bhavan, Bandra (East), Mumbai - 51.  
 7845 गृहनिर्माण भवन, बॉद्रा (पूर्व), मुंबई - ४०० ०५९.  
 Office of the Estate Manager (II)  
 मिळकत व्यवस्थापक ( ) कार्यालय Date / तारीख 18/7/05

Name of the Colony वसाहतीचे नाव	D.N. Nagar	Part विभाग	
Scheme योजना	LID	Project प्रकल्प	
Received from Shri/Smt./Kum संकेत क्र.	Sardar Dastan	Code No. खात्याचा तपशील	Rs. 50.00
By Cash/Cheque Rs. रोखने/घनादेशाद्वारे	Twenty Rupees	H. P. Instalment सेवा शुल्क	
for the month of या महिन्यासाठी	July	Service Charge लेट फी	
पोहोचते.		Late/Warrant Fee उकसोन भरपाई	
T/s. No./Open Plot No. गाळा/भूखंड क्र.	O-B-01-4	T.O.T. Fee हस्तांतरण आकार	
DI बँकेचे नाव		Penalty अधिमूल्य	2311200/-
Name of the Bank/Branch बँकेचे नाव/शाखा		Cost (Part/Full) विक्री किंमत (अंशतः/पूर्ण)	2,56,820/-
Subject to realisation of Cheque घनादेशा स्वीकृत झाल्यानंतर		Deposit अनामत	
पावती या दिने भरण्यात येईल.		Interest व्याज	
VAP-31 (01/50/2005)KS-8-2001		Lease Rent भूसाड	102533/-
		NTA Assessment बिल	2000/-
		Total Rs. एकूण रूपये	267253/-

Signature of Rent Collector/Bailiff  
 भाडे संचालकाची/बेदिकेची सही

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# ANNEXURE - 'D'

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ  
(म्हाडाचा घटक)

MUMBAI HOUSING AND  
AREA DEVELOPEMENT BOARD  
(A MHADA UNIT)

म्हाडा  
MHADA



No.CO/MB/REE/NOC/F-158/ 76 /2018  
Date:- 12 JAN 2018

## REVISED OFFER LETTER

To,  
The Secretary,  
Samudra Darshan Co-op Hsg. Soc. Ltd.,  
Building No. 9, 12, 13, 14 & Office Building No. 3 & 4,  
D.N. Nagar, Jaiprakash Road,  
Andheri (W), Mumbai - 400 053.

**Sub.:-** Proposed Redevelopment of existing Building No. 9, 12, 13, 14 & Office Building No. 3 & 4 Known as **Samudra Darshan Co-Op. Housing Society Ltd.**, CTS No. 195(pt), S. No. 106, D.N. Nagar, Andheri (W) Mumbai - 400053 under DCR 33(5).

- Ref:-**
- 1) NOC vide no. CO/MB/ARCH/NOC/F-158/1138/2012 Dated 25/07/2012.
  - 2) Offer Letter vide No. CO/MB/REE/NOC/ F-158/443/ 2017 dated 31/03/2017
  - 2) Society's letter dated 21/11/2017 addressed to Hon. VP/ A.
  - 4) Hon'ble V.P. /A's approval Dt. 20/12/2017.

With reference to the above mentioned subject, it is to inform you that Hon'ble V.P./A has considered your request for change of use of area 1083.00 m2 from Residential to Commercial use and extension to offer letter dt. 31/03/2017 as per Authority resolution No. 6749 dt. 11/07/2017.

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

Table - 1-A

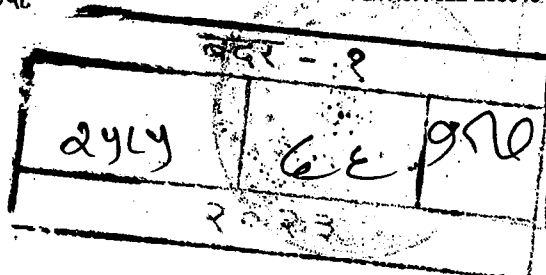
Sr. No.	Particular	Amount in Rs.
1	Scrutiny Fees/- Residential (Rs. 6,000/- x 6 Bldgs.)	36,000.00
2	Debris Removal (Rs. 6,600/- x 6 Bldgs.)	39,600.00
3	Revised Layout approval fees (Rs. 1000/- X 132 T/s Bldgs.) - (already paid Rs.66,000 for Rs.500-X 132T/s)	66,000.00

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

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





4	Premium towards additional buildable area for Residential use of 11,556.60 sq.mtr. by charging Rs. 48,040/- @ 40% current Ready Reckoner Rate of 2017-18 (i.e. 40 % of Rs. 1,20,100/-) as per Govt. Notification in DCR 33(5) Dtd. 05/07/2017.	55,51,79,064.00
5	Premium towards permitting change of use from Residential to Commercial use of 1083.00 sq.mtr. by charging Rs. 24,020/- @ 20% current Ready Reckoner Rate of 2017-18 (i.e. 20 % of Rs. 1,20,100/-) as per MHADA Reso. No. 6260 Dtd. 04/06/2007 & MHADA Reso. No. 6397 Dtd. 05/05/2009 & A. R. No. 6422 Dtd. 07/08/2009.	2,60,13,660.00
6	Deduction of Off-site Infrastructure payable to MCGM as per Revised DCR 33(5) (Sr. No. 4+5 x 12.5%) (Rs. 58,11,92,724 X 12.5%)	(-)7,26,49,090.50
7	On site Infrastructure (11,556.60 m2 X Rs. 100/- per sq.ft. X 10.764)	1,24,39,524.24
8	Deposit Amount for Water Charges as per CE-II / A's Circular dated 02.06.2009	Already Paid
9	<b>Total Amount (Sr. No. 1+2+3+4+5-6+7+8)</b> <b>Total Say Amount</b>	<b>52,11,24,757.74</b> <b>52,11,24,758.00</b>

As per Authority Resolution No. 6749 dt. 11/07/2017 payment of premium to be allowed in four installments is as under.

**Table-2**  
Payment of Premium & Other Charges payable to MHADA.

Sr. No.	Installments	Minimum Amount of Installments	Time Limit from the issue of Offer Letter for payment of Installment	Penalty Interest in case delay in payment	Remarks
A	B	C	D	E	F
1)	First Installment	13,97,17,032.62	6 Months Within 6 months from the date of first offer letter issued		(Total Premium Amount of Rs. 58,11,92,724 - 12.5% MCGM offsite Infrastructure Charges) x 25 % + Scrutiny Fees Rs. 36,000 + Revised Layout Approval Fees Rs. 66,000 + Debris Removal Rs. 39,600 + On site infrastructure Charges Rs. 1,24,39,524.24

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2)	Second Installment	12,71,35,908.38 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within one year from the date of first offer letter issued		(Total Premium Amount of Rs, 58,11,92,724 - 12.5% MCGM offsite Infrastructure Charges) x 25 %
3)	Third Installment	12,71,35,908.38 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within two years from the date of first offer letter issued		(Total Premium Amount of Rs, 58,11,92,724 - 12.5% MCGM offsite Infrastructure Charges) x 25 %
4)	Fourth Installment	12,71,35,908.38 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within three years from the date of first offer letter issued		(Total Premium Amount of Rs, 58,11,92,724 - 12.5% MCGM offsite Infrastructure Charges) x 25 %

**Table-3**

Payment of Offsite Infrastructure Charges payable to MCGM.

Sr. No.	Installments	Minimum Amount of Installments	Time Limit from the issue of Offer Letter for payment of Installment	Penalty Interest in case delay in payment	Remarks
A	B	C	D	E	F
1)	First Installment	1,81,62,272.63	6 Months Within 6 months from the date of first offer letter issued		(Total Premium Amount of Rs, 58,11,92,724 x 12.5% MCGM offsite Infrastructure Charges) x 25 %

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24/4  
ECL  
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2)	Second Installment	1,81,62,272.63 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within one year from the date of first offer letter issued	(Total Premium Amount of Rs, 58,11,92,724 x 12.5% MCGM offsite Infrastructure Charges) x 25 %
3)	Third Installment	1,81,62,272.63 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within two years from the date of first offer letter issued	(Total Premium Amount of Rs, 58,11,92,724 x 12.5% MCGM offsite Infrastructure Charges) x 25 %
4)	Fourth Installment	1,81,62,272.63 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within three years from the date of first offer letter issued	(Total Premium Amount of Rs, 58,11,92,724 x 12.5% MCGM offsite Infrastructure Charges) x 25 %

- 1) As per the above Table no. 2 & 3, society will have to make payment of first installment to MHADA and MCGM upto 31/03/2018 and remaining three installments within stipulated time limit as per Table no. 2 & 3. If society fails to make payment as per above schedule then penalty/interest shall be charged as per A.R. no. 6749 dt. 11/07/2017.
- 2) All terms and conditions of the offer letter no. CO/MB/REE/NOC/ F-158/443/2017 dated 31/03/2017 applicable to the society will remain same.
- 3) It is binding to the society to follow the terms and conditions of the Authority Resolution no. 6749 dt. 11/07/2017.
- 4) Your society will have to submit an undertaking on stamp paper of Rs. 250/- for agreeing all the terms and conditions mentioned in the Annexure-I, then only NOC will be issued to the subjective proposal.
- 5) The Society's Architect / Licensed Surveyor will have to verify the plot area and dimension as per site report given by Executive Engineer/Housing Bandra Division and submit report about confirmation.
- 6) This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)

बंदर - ४

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- 7) M.C.G.M. has incurred expenditure for onsite infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5). The pro-rata premium shall be payable by the Applicant & the pro-rata premium of revised layout under D.C.R. 33(5) with shall also payable by Applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 8) The Pro-rata amount for approval of revised layout under DCR 33 (5) shall also be payable by society as and when communicated to you.
- 9) Your society will abide all terms and conditions as may be given under NOC letter.
- 10) Your society will have to submit No dues certificate from concerned Estate Manager before issue of NOC.
- 11) Allotment of the layout pro-rata B.U.A. / from Balance Layout F.S.I. in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not approved as per FSI 3.00 as per D.C.R. 33(5) dated 08/10/2013 Government notification.
- 12) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before issue of NOC.
- 13) Your society will have to submit Xerox copy of minute book about resolution for redevelopment before NOC.
- 14) All conditions in lease deed are applicable to the society.
- 15) Your society will have to submit duly signed & registered development agreement before NOC.
- 16) The decision about charging of premium as per modified DCR 33(5) dt. 05/07/2017 is pending with Government. So whatever decision of Government will be binding to the society and shall submit an undertaking on stamp paper of Rs. 250/-.
- 17) It is binding on society to pay any arrears if any for the earlier NOC issued more particularly onsite and offsite infrastructure charges as and when communicated by Mumbai Board.
- 18) MHADA reserve its right to withdraw, change, alter and amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.
- 19) This offer letter is issued only for payment purpose and for acceptance of offsite infrastructure amount by MCGM and not for any other approvals.

बदर - १

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20) The allotted additional Layout Balance F.S.I. will be reinstated after Layout approval.

21) It should be sole responsibility of society to obtain the approval of plans from MCGM and this allotment is made subject to approval of MCGM.

After approval of layout with 3.00 FSI from MCGM society will not be entitled to additional Pro-rata share of FSI. Society's Pro-rata share of FSI generated after approval of layout will be adjusted against balance layout F.S.I. allotted to society and shall submit an undertaking to that effect.

An amount of **Rs. 13,97,17,033/-** (In words- Rs. Thirteen Crores Ninety Seven Lakhs Seventeen Thousand Thirty Three Only) may be paid in the office of the Chief Accounts Officer/ Mumbai Board, Third Floor, Griha Nirman Bhavan, Bandra (E), Mumbai - 400051 by Demand Draft/ Pay Order **upto 31/03/2018** and produce certified Xerox copy of the receipt in this office.

Your society should pay offsite Infrastructure charges as per modified DCR 33 (5) Clause (5) An amount of **Rs. 1,81,62,273/-** (In words Rs. One Crores Eighty One Lakhs Sixty Two Thousand Two Hundred & Seventy Three Only) in the office of the Executive Engineer Building Proposal Department (WS), M.C.G.M. R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400 050 **upto 31/03/2018** and produce certified Xerox copy of the receipt in this office.

On receipt of the same and compliance of the terms and conditions of offer letter, the NOC for IOD for the additional buildable area of 11,556.60 m<sup>2</sup> will be issued and NOC for Commencement Certificate (C.C) will be issued proportionate to payment of premium.

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

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

बदर - १		
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*Zunaid*  
**For Chief Officer,**  
**M. H. & A. D. Board,**  
**Mumbai**

**Copy forwarded to Executive Engineer Building Proposal Department (WS), M.C.G.M., R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400 050** You are requested to submit the report, payment made by the society of **Rs. 1,81,62,273/-** He is informed to deposit the said amount & not to grant any permission on said offer letter.

**Copy to Architect :** M/s. Space Moulders, 281/2229, Motilal Nagar No.1, Shreerang Sabele Marg, Goregaon (W) Mumbai - 400104 for information please.

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

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

He is directed to recover the amount of offer letter on time & furnish certified copy of the payment receipt to this office.
4. Architect Layout Cell / Mumbai Board for information.
5. Copy to Sr. Clerk for MIS record.

*B. J. J. J.*

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

बदर - १		
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12 JAN 2018

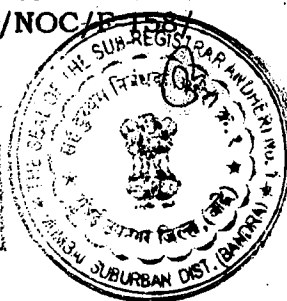
**Annexure-I**

The Proposed Redevelopment of existing Building No. 9, 12, 13, 14 & Office Building No. 3 & 4 Known as **Samudra Darshan** Co-Op. Housing Society Ltd., CTS No. 195(pt), S. No. 106, D.N. Nagar, Andheri (W) Mumbai - 400053 under DCR 33(5) will be undertaken by the society as per following terms and conditions:-

**TERMS AND CONDITIONS**

1. All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
2. The society will rectify lease agreement from concern MHADA department for additional area allotted by the MHADA before asking for consent letter for Occupation Certificate of MCGM.
3. The society will have to obtain separate P. R. card as per the approved additional area by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of M.C.G.M.
4. This offer letter will not be misused for taking out any kind of permission from any departments.
5. The work of the proposed demolition & reconstruction of the new building will be undertaken by the society entirely at the risk and cost of the society and MHADA / MHADB will not be held responsible for any kind of damages or losses.
6. The society will undertake & entrust responsibility of the planning, designing approval from MCGM & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.
7. The society is responsible for obtaining all necessary permissions & approvals for utilization of additional BUA from the MCGM & other concerned authorities (such as MOEF, MCZM, forest etc.) before starting of the work & MHADA is not responsible for MCGM / other authorities refuse to give permission for development of society's proposal.
8. Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed of the building.
9. All the terms & conditions mentioned in the Offer letter No. CO/MB/PEE/NOC/P-123/2018 is binding on the society.

बदर - १		
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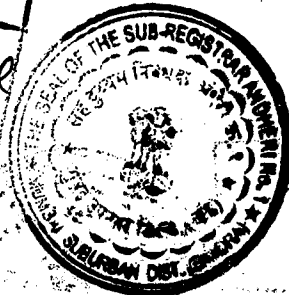
10. Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.
11. No additional FSI will be utilized by the society other than permitted by the MHADA.
12. The work will be carried out within the land underneath and appurtenant as per approved sub-divisions, demarcation and plot area allotted by the concerned department of MHADA
13. Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADB will not be responsible in any manner.
14. The user of the proposed development/redevelopment will be as permitted by the MHADA.
15. The society will have to construct and maintain separate underground water tank, pump house and over-head tank to meet requirement of the proposed buildings and obtain separate water meter & water connection as per approvals of M.C.G.M.
16. The Society will construct compound wall along boundary line of the plot allotted by the Board and as per the demarcation given by the concerned Executive Engineer / M.B. and Land Manager / M.B.
17. Society will hand over the set-back free of to the MCGM at its own cost.
18. The society at its cost will undertake up-gradation of all existing infrastructure and also carry-out laying of new infrastructural services at its cost as suggested by MCGM, MHADA and any other concerned Authority.
19. All the terms and conditions of the layout approval of the MCGM will be binding on the society.

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

*3/11/2023*

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

बदर - १	
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# ANNEXURE - 'D1'

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ  
(म्हाडाचा घटक)

MUMBAI HOUSING AND  
AREA DEVELOPMENT BOARD  
(A MHADA UNIT)



No.CO/MB/REE/NOC/F-158/1662/2021  
Date: 02 AUG 2021

## OFFER LETTER

To,  
✓ **The Secretary,**  
**Samudra Darshan** Co-Op.Housing Society Ltd.,  
Building No. 9, 12, 13, 14  
& Office Building No. 3 & 4,  
D.N. Nagar, Andheri (W),  
Mumbai - 400053

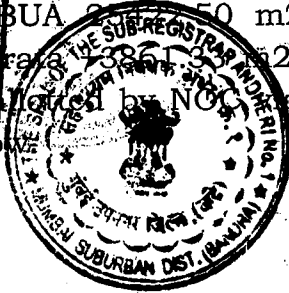
**Sub:** Proposed Redevelopment of existing Building No. 9, 12, 13, 14 & Office Building No. 3 & 4 Known as **Samudra Darshan** Co-Op.Housing Society Ltd., CTS No. 195(pt), S. No. 106, D.N. Nagar, Andheri (W) Mumbai - 400053 under DCPR 2034.

**Ref:** 1. Offer letter CO/MB/Arch/NOC/F-158/1497/2011 Dt. 11.03.2011  
2. NOC Vide No.CO/MB/EE-RDC/NOC/F-158/1138/2012 dt.25.07.2012.  
3. Offer letter CO/MB/REE/NOC/F-158/443/2017 Dt. 31.03.2017  
4. Revised Offer letter CO/MB/REE/NOC/F-158/76/2018 Dt.12.01.2018  
5. NOC Vide No.CO/MB/REE/NOC/F-158/1343/2018 dt.07.08.2018  
6. Society Architect letter dt. 31.03.2021  
7. Urban Development Department's Order No.टिपीएस-१८२०/ अनौ.२७/  
प्र.क्र.८०/२०/नवि-१३, dated 14.01.2021.  
8. Hon. V.P./A's approval dtd.14.07.2021.

Sir,

With reference to above cited letter you have submitted subjective proposal for utilization of additional BUA under DCPR-2034, Clause 33(5) & your proposal is approved by Competent Authority for allotment Balance BUA of **9451.66** m<sup>2</sup>. The details of allotment is as mentioned below :-

The allotment is on sub-divided plot of 5543.33 m<sup>2</sup> (as per demarcation).  
The total permissible BUA is 13865.90 m<sup>2</sup> (13865.90 m<sup>2</sup> as per 2.5 F.S.I. +  
7695.27 m<sup>2</sup> as per proforma 3861/33/2018 Hon.VP/A Quota), out of which BUA  
15970.85 m<sup>2</sup> as been allotted by NOC vide under ref. no.5. Thus Balance BUA  
9451.66m<sup>2</sup> is offered now.



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

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai - 400 051.  
Phone : 66405000 / 26592877 / 26592881  
Fax No.: 022-26592058  
Website : www.mhada.maharashtra.gov.in

**Table no 1**

Sr. No.	Particulars	Area in Sq.mtr.
1.	As per EE/BD demarcation plan	
	i. As per Lease deed	3,534.00 m2
	ii. Office Bldg. No.3	317.67 m2
	iii. Office Bldg. No.4	364.56 m2
	iv. Addl. Plot Area	1,330.13 m2
	v. R.G. Area	949.87 m2
	Total BUA	6,496.23 m2
	vi. R.G Area	(-949.87 m2)
	Balance BUA	5,546.36 m2
2.	Permissible FSI	2.5
3.	Permissible BUA (5,546.36 m <sup>2</sup> x 2.5)	<b>13,865.90</b>
4.	Permissible Pro-rata from layout FSI	7,695.27
5.	Hon. VP/A 10 % Quota	3,861.33
6.	Total permissible BUA (Sr. no. 5+6+7)	<b>25,422.50</b>
7.	BUA allotted in NOC dt. 08.12.2017 (Resi. Use 14035.86 m <sup>2</sup> + Comm. Use 1934.19 m <sup>2</sup> )	15,970.85
8.	Balance BUA Offered through this letter (Sr. No. 6-7)	<b>9,451.65</b>

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

**Table no. 2**

Sr. No	Particular	Amount in Rs.
1.	Scrutiny Fees ( Resi.Use Rs.6,000 x 4 Bldg.)	24,000.00
2.	Layout approval fees	Already Paid
3.	Debris Removal Rs. 6600/- Per Bldg.	Already Paid
4.	Deposit Amount for Water Charges as per CE-II / A's Circular dated 02.06.2009	Already Paid
5.	S. No.106-A, CTS No. 195(pt), D.N.Nagar, Andheri -W (Zone No.39/195)	
	i. Ready Reckoner 2019-20 (Rate as on dt. 01/04/2020)	Rs.1,20,100.00
	ii. Ready Reckoner 2021-22 (Current rate)	Rs.1,14,260.00
	As per Govt. Order dtd. 14.01.2021 the highest R.R. rate of above (i) & (ii) is Rs.1,20,100/- is considered for calculation	
6.	Rate of Construction for 2019-20	27,500.00
7.	LR /RC Ratio (1,20,100.00 / 27,500.00)	4.36
8.	Premium towards additional buildable area for <b>Residential</b> use of <b>9451.65</b> sq.mt.by charging Rs. <b>30,025/-</b> @ 25% current Ready Reckoner Rate of 2019-20 (i.e.25% of Rs. 1,20,100/-) as per Table C-1, in Urban Development Department's Order No.TBP-4319 /189 / CR-123/2019 /UD-11, dated 20.08. 2019.	28,37,85,791.25
9.	Development Cess Nil as per Urban Development Department's Order No.TBP-4319/189/CR-123/2019 /UD-11, dated 20.08. 2019 up to Two years (i.e. 19.08.2021) Society shall pay the Development Cess on balance additional BUA after dtd.20.08.2021.	Nil (upto dtd.19.08.2021)
10.	Total Amount to be paid to MHADA ( Sr.No.1+2+3+4+8+9)	28,38,09,791.25
	Say Amount	<b>28,38,09,792.00</b>
	In Words:-Rs. Twenty Eight Crore Thirty Eight Lakh Nine Thousand Seven Hundred Ninety Two Only.	

**बदर - १**

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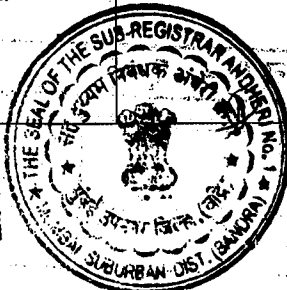
As per Authority Resolution No. 6749 dt. 11/07/2017 the payment of premium as mentioned in table no.2 above, in four instalments. And as per circular issued by Hon. VP/A vide No. VP & CEO/MHADA/ET-713/2020, dated 15.07.2020 for application of interest rate 8.5% is as under.

**Table-3**

Premium & Other Charges payable to MHADA.

Sr. No.	Installments	Minimum Amount of Installments	Time Limit from the issue of Offer Letter for payment of Installment	Penalty Interest in case delay in payment	Remarks
A	B	C	D	E	F
1)	First Installment	Rs. 7,09,46,447 (Total Premium Amount of Rs, 28,37,85,791.25 x 25 %)  + Rs. 24,000/- (i.e. Scrutiny Fees Rs24,000 )  Total Rs. 7,09,70,447/-	6 Months from the date of offer letter issued.	a) Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest. b) The Premium will be calculated as per prevailing R.R. rate at the time of actual payment to be made.	If the premium amount as per 'b' is more from a & b calculated in column no. E then the new offer letter will be issued as per new Ready Reckonr rate & accordingly new rate also applicable for further instalment.  The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon.VP/A vide No. VP & CEO/MHADA/ET-713/2020, dated 15.07.2020 .
2)	Second Installment	Rs. 7,09,46,447 (Total Premium Amount of Rs, 28,37,85,791.25 x 25 %) + The simple interest shall be charged @ 8.50% p.a. from the date of issue of Offer letter till the date of payment.	Within ONE year from the date of offer letter issued	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C. The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon.VP/A vide No. VP & CEO/MHADA/ET-713/2020, dated 15.07.2020 .

बदर - १  
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3)	Third Installment	<b>Rs. 7,09,46,447</b> (Total Premium Amount of Rs, 28,37,85,791.25 x 25 %) + The simple interest shall be charged @ 8.50% p.a. from the date of issue of Offer letter till the date of payment.	Within <b>TWO</b> years from the date of offer letter issued. Subject to condition no.2 mentioned below.	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C.  The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon.VP/A vide No. VP & CEO/MHADA/ET-713/2020, dated 15.07.2020 .
4)	Fourth Installment	<b>Rs. 7,09,46,447</b> (Total Premium Amount of Rs, 28,37,85,791.25 x 25 %) + The simple interest shall be charged @ 8.50% p.a. from the date of issue of Offer letter till the date of payment.	Within <b>THREE</b> years from the date of first offer letter issued.  Subject to condition no.2 mentioned below.	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly) as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C.  The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon.VP/A vide No. VP & CEO/MHADA/ET-713/2020, dated 15.07.2020 .

- 1) The premium calculated in Table no. 2 may be paid as per installment mentioned in Table No.3. If society fails to make payment as per above schedule then penalty/interest shall be charged as per A.R. no. 6749 dt. 11/07/2017 & Hon. VP/A circular vide No. VP & CEO/MHADA/ET-713/2020, dated 15.07.2020.
- 2) The premium calculated in above Table '2' is as per Govt. Urban Development Department's notification No.TBP-4319/189/CR-123/2019 /UD-11, dated 20.08.2019. The aforesaid reduced premium rates are valid and applicable for next Two years from the date of this order (i.e. up to 19.08.2021). However as per Hon. VP/A circular no. E.T.714 dtd. 15.07.2020, if society pays the first installment of the premium prior to dtd.19.08.2021 then in a such case the society will be entitled for the premium as per the rate UDD's order dtd 20.08.2019 notification. This shall not be applicable for those societies who will not pay the premium installment as mentioned in the valid time limit of the offer letter. A notarized undertaking incorporating above shall be submitted to this office before asking NOC.

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3) (i) Society can pay either as per table no.3 as above

Or

(ii) Society may avail the 50% reduction in above premium amount mentioned in table no.2 as per Govt. Resolution dated 14.01.2021 & as per Hon. VP/A circular no. E.T.424, dtd. 25.02.2021.

If Society / Developer choose the **option (ii)**, then it shall be binding on Society / Developer to submit Registered undertaking mentioned in said notification as per Point no. 2 (B). As per Govt. Resolution dtd. 14.01.2021, the validity for 50% reduction in payment will be up to dtd. 31.12.2021. Otherwise society has to pay the full premium amount after dated 01.01.2022. Society shall pay the Development Cess on the additional / Balance BUA for the payment made to MHADA after dtd. 20.08.2021, a registered undertaking incorporating above shall be submitted to this office from developer appointed by Society before asking for NOC.

- 4) It is binding to the society to follow the terms and conditions of the Authority Resolution no. 6749 dt. 11/07/2017 & Hon. VP/A circular no. E.T.713 & 714 dtd. 15.07.2020.
- 5) The Society's Architect will have to verify the plot area and dimension as per site report given by Executive Engineer/Housing Bandra Division and submit report about confirmation.
- 6) This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.250/-)
- 7) Planning Authority/MHADA has incurred expenditure for onsite infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5).The pro-rata premium shall be payable by the applicant and the pro-rata premium of revised layout under DCR 33(5) shall also payable by applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 8) Your society will have to submit No dues certificate from concerned Estate Manager before asking for NOC.
- 9) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before asking for Occupation Certificate.
- 10) All conditions in lease deed & sale deed are applicable to the society.
- 11) It should be sole responsibility of society, that the minimum rehabilitation carpet area shall be as per clause no:2 of regulation 33(5) of DCPR 2034.

बंदर - १		
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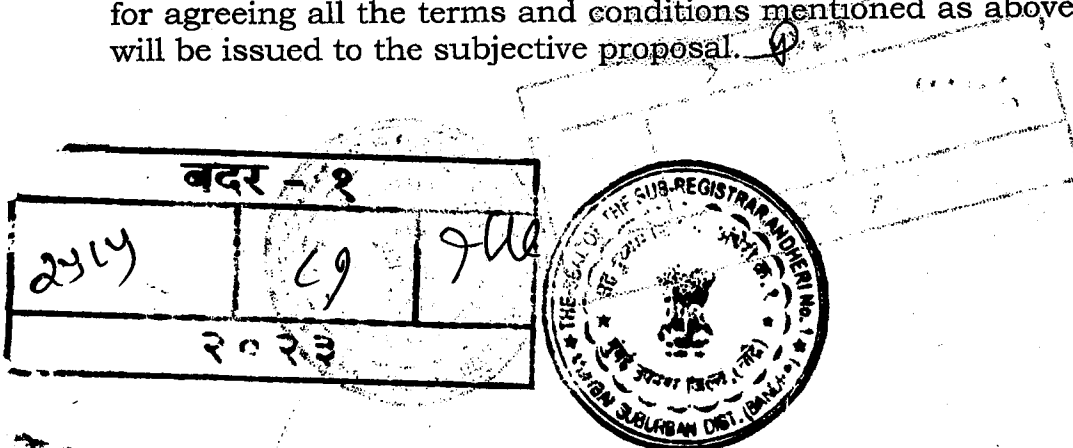


- 12) The Society will have to execute Supplementary Lease deed agreement for Tit Bit area Already allotted to the society by competent Authority before asking Occupation Certificate for the new constructed building.
- 13) Your society will have to submit duly signed & registered development agreement before asking for NOC.
- 14) It is binding on society to pay any arrears if any for the earlier NOC issued more particularly on site and / or offsite infrastructure charges as and when communicated by Mumbai Board.
- 15) It should be sole responsibility of society to obtain the approval of plans from EE,BP Cell, Greater Mumbai / MHADA and this allotment is made subject to approval of EE,BP Cell, Greater Mumbai / MHADA.
- 16) It should be sole responsibility of society / society's architect to obtain the approval for the Alignment of the Road / R.L. and boundaries of reservation and their area are subject to the actual demarcation on site by EE E & C / A.E. (Survey).
- 17) The society should have to submit the rectification / Correction in CTS No. in the sale deed / lease deed as per CTS plan and PR card before issuance of NOC for said building if applicable.
- 18) The society will have to obtain separate P. R. card as per the approved additional area leased out by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of EE,BP Cell, Greater Mumbai / MHADA
- 19) This offer letter will not be misused for taking out any kind of permission from any departments.
- 20) The work of the proposed demolition & reconstruction of the new building will be undertaken by the society entirely at the risk and cost of the society and MHADA / MHADB will not be held responsible for any kind of damages or losses
- 21) The society will undertake & entrust responsibility of the planning, designing approval from EE, BP Cell, Greater Mumbai / MHADA & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.
- 22) The society is responsible for obtaining all necessary permissions & approvals for utilization of additional BUA from the EE,BP Cell, Greater Mumbai / MHADA as per regulation 33(5) of DCPR-2034 & other concerned authorities (such as MOEF, MCZM, forest etc) before starting of the work & MHADA is not responsible for EE,BP Cell, Greater Mumbai / MHADA other authorities refuse to give permission for development of society's proposal.

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- 23) Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed redevelopment of the building.
- 24) Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.
- 25) No additional FSI will be utilized by the society other than permitted by the MHADA.
- 26) The work will be carried out within the land underneath and appurtenant as per approved sub-divisions, demarcation and plot area allotted by the concerned department of MHADA.
- 27) Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADB will not be responsible in any manner.
- 28) The user of the proposed development / redevelopment will be as permitted by the MHADA.
- 29) The society will have to construct and maintain separate underground water tank, pump house and over-head tank to meet requirement of the proposed buildings and obtain separate water meter & water connection as per approvals of EE,BP Cell, Greater Mumbai / MHADA.
- 30) The Society will construct compound wall along boundary line of the plot allotted by the Board and as per the demarcation given by the concerned Executive Engineer / M.B.
- 31) Society will hand over the Road Set Back area to MCGM at their own cost.
- 32) The society at its cost will undertake up-gradation of all existing infrastructure and also carry-out laying of new infrastructural services at its cost as suggested by EE,BP Cell, Greater Mumbai / MHADA, and any other concerned Authority.
- 33) All the terms and conditions of the layout approval of the Planning Authority, Greater MHADA will be binding on the society.
- 34) Society has to ensure that Contractors / Sub-Contractors appointed by the society or Developer of the Society, who are in charge of construction work; shall be registered with MBOCWW Board & are required to fulfill the obligations as contemplated in Building and other construction workers (Regulation of Employment and condition of service) Act,1996. And further these Contractors / Sub-Contractors are required to fulfill all the conditions stipulated in the above Act, for the benefits of workers.
- 35) Your society will have to submit an undertaking on stamp paper of Rs.250/- for agreeing all the terms and conditions mentioned as above, then only NOC will be issued to the subjective proposal.



36) MHADA reserves its right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.

An amount of of **Rs. 28,38,09,792/-** (In words - Rs. Twenty Eight Crore Thirty Eight Lakh Nine Thousand Seven Hundred Ninety Two Only.) may be paid in instalments as per Table no.3. in the office of the Assistant Accounts Officer/ Mumbai Board, Third Floor, Griha Nirman Bhavan, Bandra (E), Mumbai - 400051 by Demand Draft/ Pay Order and produce certified Xerox copy of the receipt in this office.

On receipt of the same the NOC for IOD/IOA purpose will be processed & NOC for Commencement Certificate will be processed as per payment of premium & Other Charges paid to MHADA as per Table -3, under certain terms and condition, which may please, be noted.

**(Draft approved by CO/MB)**

  
(Prakash Sanap)

Resident Executive Engineer,  
Mumbai Board.

**Copy to The Executive Engineer,** Building Permission Cell, Greater Mumbai, MHADA, Bandra (E), Mumbai 400 051 for information.

**Copy to Architect :** M/s Space Moulders, 281/2229, Motilal Nagar No.1, Shreerang Sable Marg, Goregaon (W), Mumbai -400 104 for information.

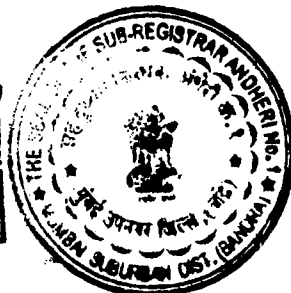
**Copy forwarded for information and necessary action in the matter to: -**

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

4) Chief Accounts Office/M.B.

He is directed to accept the amount mentioned as per above table -2 in time , else charge the interest as mentioned in Table no.3 & furnish certified copy of the same to this office. Also he is directed to check the interest calculations as per above table no.3. If any changes/discrepancies found in the said offer letter the same should be intimated to this office.

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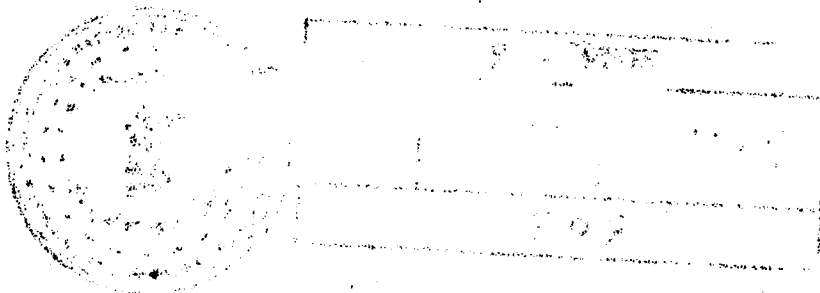




The amount mentioned in Table -2 is calculated as per UDD's order dated 20.08.2019. However as per condition no.3 mentioned in this Offer Letter if society opted for option (ii) for payment as per Govt. Resolution dated 14.01.2021 then 50 % amount of premium of additional BUA only as mentioned in Table No.2 may be accepted from society.

5) Copy to Assistant Clerk for MIS record.

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# ANNEXURE - 'E'

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ  
(म्हाडाचा घटक)

MUMBAI HOUSING AND  
AREA DEVELOPMENT BOARD  
(A MHADA UNIT)



NO.CO/MB/REE/NOC /F-158/ 1343 / 2018  
Date: 07 AUG 2018

To,  
The Executive Engineer,  
Building Proposal Department,  
SPECIAL PLANNING AUTHORITY,  
Kalangar, Bandra (E), Mumbai-400 051.

**Sub :** N. O. C. for Proposed Redevelopment of existing Building No. 9, 12, 13, 14 & Office Building No. 3 & 4 Known as **Samudra Darshan Co-Op.Housing Society Ltd.**, CTS No. 195(pt), S. No. 106, D.N. Nagar, Andheri (W) Mumbai - 400053 under DCR 33(5)

**Ref :** 1 NOC vide no. CO/MB/ARCH/NOC/F-158/1138/2012 Dated 25/07/2012.  
2 Offer Letter vide No. CO/MB/REE/NOC/ F-158/443/ 2017 dated 31/03/2017  
3 Revised Offer Letter vide No. CO/MB/REE/NOC/ F-158/76/ 2018 dated 12.01.2018  
4 Society's letter dt. 02.05.2018  
5 Hon'ble VP/A's approval dt. 09.01.2018  
6 Society's Architect letter dated-25/06/2018

Sir,

The applicant has complied requisites for obtaining No Objection Certificate (NOC) for allotment of pro-rata BUA of redevelopment of their building under subject. There is no objection of this office to his undertaking construction as per the proposal of the said society under certain terms and conditions.

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

- i) Total permissible BUA 13865.90 m<sup>2</sup> for Res. use (4507.94 m<sup>2</sup> Existing BUA +9357.96 m<sup>2</sup> additional BUA) as per 2.5 FSI on plot area (8505.97 m<sup>2</sup> Residential use + 851.99 m<sup>2</sup> Commercial use ) allotted vide previous NOC dated 25.07.2012.

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

दूरध्वनी ६६४०५०००/२६५९२८७७ / २६५९२८७८

फॅक्स नं. : ०२२-२६५९२०५१

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

Phone : 66405000 / 26592877 / 26592881

Fax No. : 022-26592058

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- ii) Allotment of additional BUA of **11556.60 m2** (Residential use) through D.N.Nagar, Andheri(W) Layout FSI by this NOC, thus this BUA **11556.60 m2** (Residential Use) is permitted for I.O.D. purpose only.
- iii) Change of user from Residential to Commercial use of 1083.00 sq.mtr. from previously allotted 8505.97m2. Thus, Balance Residential BUA of 7422.97m2.
- iv) Since the Society has paid first installment i.e. 25 % amount towards additional built up area of 11556.60 m2 as per A.R. Resolution 6749, Dt. 11.07.2017, hence Commencement certificate shall be issued for **1083.00m2** of non Residential use and **2104.95m2** of Residential use BUA only i.e. proportionate to the amount of first installment paid by Society.

The NOC is granted as per policy laid down by the MHADA vide MHADA Resolution Nos. 6260 Dt.04/06/2007, A. R. No. 6397 dated 5/05/2009 , A. R. No. 6422 dated 07.08.2009 and A.R. no. 6749, Dt. 11/07/2017 and circular dated 16/06/2011 & 21/12/2011 subject to following conditions. The other additional terms and conditions as per Annexure-I shall also apply & are appended separately.

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

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5 **The built up area permitted as per statement below.**

Sr.No.	Built up Area	In sq.mt
1.	Total Built up Area permitted vide previous NOC dt. 26.07.2011 i. Existing Built up area 4507.94 m2 ii. Additional Built area= 9357.96 m2 (Residential 8505.97m2) (Commercial 851.99m2 )	13865.90
2.	Total BUA permitted vide this NOC iii. Existing Built up area 4507.94 m2 iv. Additional Built area= 9357.96 m2 (Residential 7422.97m2) (Commercial 1934.99m2)	13865.90
3.	<b>Total built up area permitted for obtaining I.O.D. vide this NOC.</b>	<b>11556.60</b>
4.	<b>Total built up area permitted for obtaining I.O.D. Residential Use (4507.94m2 + 7422.97m2) 11930.91m2</b> <b>Residential Use 11556.60m2</b> <b>Commercial Use 1934.99m2</b> <b>(2 - 3)</b>	<b>25422.50</b>
5.	<b>Total built up area permitted for obtaining Commencement Certificate</b> i) <b>11930.91 m2 + 2104.95m2 = 14035.86 m2</b> Residential use permitted through this NOC. ii) <b>851.99m2+1083.00m2 = 1934.99m2</b> Commercial use permitted through this NOC. <b>(14035.86 m2 + 1934.99m2 )</b>	<b>15970.85</b>

- 6 No additional F.S.I. should be utilized other than mentioned above and carpet area for existing members tenements should be retained upto 45 m2 as society is of LIG category.
- 7 The work should be carried out within the land underneath & appurtenant to the society / society's building or plot leased by the Board / as per approved subdivision.
- 8 Responsibility of any damage or loss of adjoining properties if any will vest entirely with the society and M.H.& A. D. Board will not be responsible in any manner.
- 9 Barbed wire fencing/ chain link Compound wall along boundary line is permitted after getting demarcation fixed from the Executive Engineer Bandra Division, Mumbai Board.

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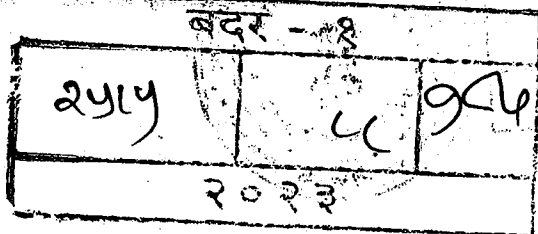
- 10 The Society shall have to construct and maintain separate underground water tank, pump house and overhead water tank to meet requirement of the proposed and existing development and obtain separate water meter & water connection.
- 11 The society shall have to obtain approval for amended plans as and when amended else the NOC for Occupation Certificate from S.P.A./MHADA will not be granted.
- 12 One set of plan along with letter should be forwarded to the office of Resident Executive Engineer / Mumbai Board as token of your approval.
- 13 The Chief Officer / Mumbai Board reserve the right to cancel NOC without giving any notice.
- 14 All the terms and conditions mentioned in earlier Offer letters, NOC letters & the accompanying list (Annexure-I ) appended to this letter will be applicable to the society.
- 15 The redevelopment proposal should be prepared adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in S.P.A./MHADA.
- 16 The plans of the proposed building shall be submitted to S.P.A./MHADA within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled.
- 17 If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.
- 18 The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.
- 19 The road widening that may be proposed in the revised layout will be binding on the society & the society should handover the affected area of road widening to the S.P.A./MHADA at their own cost.
- 20 All terms & conditions of lease deed and sale deed are binding on the society.
- 21 After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap / collapse occur, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap / collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.
- 22 The proposal of issue of NOC for obtaining occupation Certificate from S.P.A./MHADA to the newly constructed building will have to be submitted along-with the following documents / information.
  - a) Copy of approved plan along-with copy of IOD & C.C. from S.P.A./MHADA. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan along-with carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area and proposed allotted area.

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- b) The concerned Architect & NOC Holder / Developer should give certificate that the newly constructed building is in accordance with the plans approved by S.P.A./MHADA & the tenements constructed for rehabilitation of the occupiers of building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.
- c) Photographs of the newly constructed building taken from various angles.
- 23 If it is subsequently found that the documents / information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences / losses, if any thereof if arises in future.
- 24 Necessary trial pits / trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. Consultant / Structural Engineer, registered with S.P.A./MHADA
- 25 MHADA reserve its right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.
- 26 On approval to revised layout plan by S.P.A./MHADA , all terms & conditions laid down therein shall be binding on the society.
- 27 By this letter you are requested not to issue Occupation Certificate unless consent letter duly signed by Chief Officer / Mumbai Board is obtained and submitted to your Department by the applicant.
- 28 The additional built up area is allotted from D.N. Nagar, Andheri (W) Layout FSI i.e. 11556.60m<sup>2</sup> through this NOC. It will be sole responsibility of the society to get approval for the same, from S.P.A./MHADA
- 29 **This NOC is issued for the purpose of IOD and approval of plans for BUA of 25422.50 m<sup>2</sup> out of which 23487.51m<sup>2</sup> for residential use and 1934.99m<sup>2</sup> for commercial use as shown in condition No. 5 of this letter. The Commencement Certificate for BUA 15970.85m<sup>2</sup> out of which 14035.86m<sup>2</sup> for residential use and 1934.99m<sup>2</sup> for commercial use against first installment paid.**
- 30 Allotment of the layout pro-rata B.U.A. in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not yet approved as per FSI 3.00 as per D.C.R. 33(5) dated 08/10/2013 Government notification.
- 31 All the dues should be cleared by Society before issue of Occupation Certificate including offsite infrastructure charges.

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



Now, MHADA is considering the proposal for amendment of the layout for 3.00 FSI and also all the directives given in the Govt. Resolution of U.D.D. vide No. TPB /4308 /74 /C.NO.11 /2008 /UD-11, dated 6/12/2008 shall be applicable to the applicant.

**Encl.: Annexure-I**  
**( Draft copy approved by CO/M.B.)**

**Sd/-**  
**(Bhushan Desai)**  
**Resident Exe. Engg.**  
**Mumbai Board.**

✓ **Copy to:** Building No. 9, 12, 13, 14 & Office Building No. 3 & 4 Known as **Samudra Darshan** Co-Op.Housing Society Ltd., CTS No. 195(pt), S. No. 106, D.N. Nagar, Andheri (W) Mumbai - 400053 for information.

**Copy to Architect :** M/s Space Moulders, 281/2229] Motilal Nagar No.1, Shreerang Sable Marg, Goregaon (W), Mumbai -400 104 for information & necessary action.

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

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

*Bhushan Desai*  
**(Bhushan Desai)**

**Resident Exe. Engg. Mumbai Board**

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**ANNEXURE -I**

**(Conditions made applicable to NOC granted vide No. CO /MB/REE/NOC/  
F-158/1343 /2018. Date : 07 AUG 2018 )**

**TERMS AND CONDITIONS**

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

1. All the terms and conditions mentioned in the Layout which was processed to SPA/MHADA shall be applicable to the society.
2. The set of plans approved by S.P.A./MHADA duly certified by the Architect should be submitted to this office before commencement of work.
3. The society will have to construct and maintain separate tank if necessary with approval of S.P.A./MHADA
4. The society will have to enter into a separate Lease Agreement of Society & will have to get the rectification deed done through concerned Estate Manager & Legal Department of the Board for additional area granted before asking for Occupation Certificate from S.P.A./MHADA
5. The society will have to submit stability of the existing structure / proposed work through Registered Licensed Structural Engineer by S.P.A./MHADA
6. The society will have to obtain separate P. R. card as per the approved sub division / plot leased out by the board duly signed by S. L. R. before asking for Occupation Permission from S.P.A./MHADA
7. The society will have to obtain approval for amended plans as and when the Society amends the plans.
8. The society should submit undertaking on Rs. 250/- Stamp paper for not having any objection if the newly developable plots are either developed by the Board or by the allotted of the Board in D.N. Nagar layout.
9. The Society will have to hand over the set back area free of cost to SPA/MHADA & proof of the same will have to be submitted to this office. The society will have to inform about encroachment to M.C.G.M. at their own cost and M.H.A.D. Board shall not be held responsible.
10. The pro-rata charges towards construction of D. P. as implemented by SPA/MHADA will be paid from the premium received from the society for the purchase of additional BUA for which receipts shall be submitted by the society from SPA/MHADA in favor of Chief Accounts Officer / MHAD Board.
11. The Society will have to submit Undertaking on Rs. 250/- stamp paper agreeing to pay the difference in premium if any as and when MHADA reviews the policy for allotment of F.S.I. / T.D.R. (Form V).
12. Before issuing the NOG for Occupation Tanker Water or Extra Water charges payment clearance should be produced by the Society.


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13. The redevelopment Proposal should be approved adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in SPA/MHADA.
14. The charges as may be levied by SPA/MHADA, from time to time (apart from FSI charges), for e.g. Pro-rata charges for Roads, shall be paid by the society to SPA/MHADA directly, on demand from SPA/MAHDA.
15. The society shall indemnify MHADA against any legal action regarding payment of stamp duty for a) Transfer of built tenements to beneficiaries and b) Purchase of balance FSI /T. D. R. etc. as may be required under provisions of Stamp Duty Act.
16. It is therefore, directed that the proposed work should be carried out strictly adhering to the terms and conditions mentioned as above. In case of any breach to above condition the NOC will stand cancelled.
17. This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)
18. SPA/MHADA has incurred expenditure for onsite infrastructure prior to modification in DCR 33 (5) and after modification in DCR 33 (5). The Pro-rata premium shall be payable by the society as and when competent authority communicates to you.
19. MHADA reserve it's right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.

( Draft copy approved by CO/M.B.)

  
 (Bhushan Desai)  
 Resident Exe. Engg.  
 Mumbai Board.

बदर - १		
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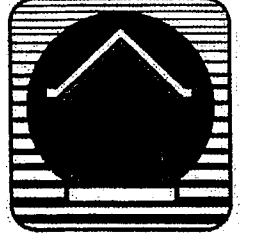
# ANNEXURE - 'E1'

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ

(म्हाडाचा घटक)

MUMBAI HOUSING AND  
AREA DEVELOPMENT BOARD  
(A MHADA UNIT)

म्हाडा  
MHADA



No.CO/MB/REE/NOC/F-158/220/2021

Date: 14 SEP 2021

To,  
The Executive Engineer(West),  
Building Permission Cell,  
Greater Mumbai, MHADA,  
Bandra (E),Mumbai 400 051.

**Sub:** N. O. C. for Proposed redevelopment of Redevelopment of existing Building No. 9, 12, 13, 14 & Office Building No. 3 & 4 Known as **Samudra Darshan** Co-Op.Housing Society Ltd., CTS No. 195(pt), S. No. 106, D.N. Nagar, Andheri (W) Mumbai - 400053 under DCPR-2034.

**Ref:** 1. NOC Vide No.CO/MB/EE-RDC/NOC/F-158/1138/2012 dt.25.07.2012.  
2. NOC Vide No.CO/MB/REE/NOC/F-158/1343/2018 dt.07.08.2018  
3. Urban Development Department's Order No.दिपीएस-१८२०/ अनौ.२७/ प्र.क्र.८०/२०/नवि-१३, dated 14.01.2021.  
4. This Office Offer letter No.CO/MB/REE/NOC/F-158/ 1662/2021 dated 02.08.2021.  
5. Society Letter dated 10.08.2021.

Sir,

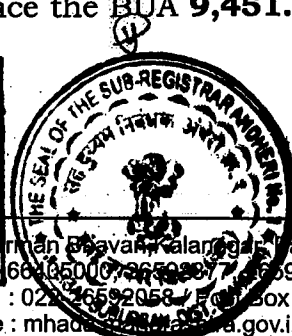
The applicant has complied requisites for obtaining No Objection Certificate (NOC) for allotment of additional buildable area for redevelopment of their building under subject. There is no objection of this office to undertake construction as per the proposal of the said society under certain terms and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

Allotment of additional BUA approved and allotted by this NOC is as under:

- The above allotment is on sub-divided plot as per demarcation plan admeasuring about **5546.36** m2. The built up area should be permitted up to existing BUA 4,507.94 m2 + 9,357.96 m2 additional BUA + 7,695.27 m2 (Pro-rata 75%) + 3,861.33 m2 Pro-rata from balance BUA of layout as per A.R. No. 6260 dtd.04.06.2007 & 6615 dtd.06.08.2013, Thus Total **25,422.50 m2** (Resi. Use 23,487.51 m2 + Comm. Use 1,934.99 m2) BUA is permitted.
- This office already issued NOC vide letter under ref. no.2 for BUA 15,970.85 m2 (14,035.86 m2 as Residential use + 1,934.99 m2 as Commercial use).
- The Society has paid premium towards additional built up area of 9,451.65 m2 (Residential Use), hence the BUA **9,451.65 m2** (Residential Use) is allotted through this NOC.

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गृहनिर्माण भवन, कलानगर, वांद्रे (E), मुंबई ४०० ०५१.

दूरध्वनी ६६४० ५०००, २६५९२८७९, २६५९२८८९

फॅक्स नं. ०२२-२६५९२०५८ / पत्रपेटी क्र. ८९३५

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

Phone : 66405000, 26592807, 26592881.

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

Website : mhada.gov.in

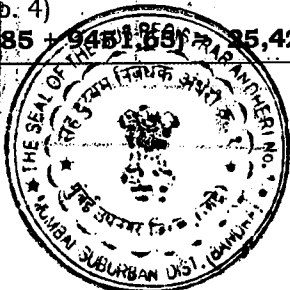
The NOC is granted as per policy laid down by the MHADA vide MHADA Resolution Nos. 6260 Dt.04/06/2007, A. R. No. 6397 dated 5/05/2009 , A. R. No. 6422 dated 07.08.2009 and A.R. no. 6749, Dt. 11/07/2017 and circular dated 16/06/2011 & 21/12/2011 & Govt. Resolution dated 14.01.2021 subject to following conditions.

1. The work of redevelopment should be carried out as per plans submitted to this office along with detailed proposal, as per prior approval of EE,BP Cell, Greater Mumbai / MHADA.
2. Necessary Approvals to the plans from EE,BP Cell, Greater Mumbai / MHADA should be obtained before starting of work.
3. The work should be carried out under the supervision of the Competent Registered Architect and Licensed Structural Engineer.
4. The work should be carried out entirely at applicant's own risk and cost and MHADA Board will not be responsible for any mishap or irregularity at any time.
5. **The built up area permitted as per statement below.**

**Table No.1**

Sr.No.	Built up Area	In m2
1)	As per EE/BD demarcation plan	
	i. As per Lease deed	3,534.00 m2
	ii. Office Bldg. No.3	317.67 m2
	iii. Office Bldg. No.4	364.56 m2
	iv. Addl. Plot Area	<u>1,330.13 m2</u>
	Total BUA	<b>5,546.36 m2</b>
	v. R.G. Area	949.87 m2
2)	Permissible FSI	2.5
3)	Permissible BUA (5,546.36 m <sup>2</sup> x 2.5)	<b>13,865.90</b>
4)	Permissible Pro-rata from layout FSI	7,695.27
5)	Pro-rata from balance BUA of layout as per A.R. No. 6260 dtd.04.06.2007 & 6615 dtd.06.08.2013	3,861.33
6)	Total permissible BUA (Sr. no. 5+6+7)	<b>25,422.50</b>
7)	<b>Total built up area permitted for obtaining I.O.A.</b>	<b>25,422.50</b>
	i. Already allotted BUA vide NOC dtd.07.08.2018 (14035.86 m2 as Residential use + 1,934.99 m2 as Commercial use) = 15,970.85 m2	
	ii. BUA permitted through this NOC <u>9451.65 m2</u>	
	Total BUA	25,422.50 m2
8)	<b>Total built up area permitted for obtaining Commencement Certificate</b>	<b>25,422.50</b>
	i. Already allotted BUA vide NOC dtd.07.08.2018 (14035.86 m2 as Residential use + 1,934.99 m2 as Commercial use) = 15,970.85 m2	
	ii. BUA to be allotted through this NOC = 9451.65 m2 (for residential use) (Proportionate to the all four installments paid by the Society as per Offer letter under reference no. 4)	
	<b>Total BUA (15970.85 + 9451.65) = 25,422.50 m2</b>	

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	<p>a) <b>Society / Developer shall have to pay the entire stamp duty of prospective buyers for the 9,451.65 m<sup>2</sup> area for which 50 % reduction in premium is availed as per UDD's G.R. dtd. 14.01.2021 and same is allotted vide this NOC.</b></p> <p><b>EE/BP Cell/ MHADA is requested to obtain the proposed plans from Society /Developer / Architect to earmark above 9,451.65 m<sup>2</sup> area while approving the plans. The details of the same shall be submitted to collector of stamps.</b></p>	
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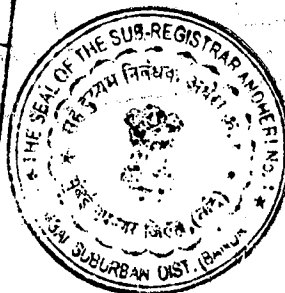
6. No additional F.S.I. should be utilized other than mentioned above and the minimum rehabilitation carpet area shall be as defined in DCPR-2034 clause no.2.1 Explanation-b.
7. The work should be carried out within the land underneath & appurtenant to the society / society's building or plot leased by the Board / as per approved subdivision.
8. Responsibility of any damage or loss of adjoining properties if any will vest entirely with the society and M.H.& A. D. Board will not be responsible in any manner.
9. The user of this construction under this NOC should be restricted to **RESIDENTIAL & COMMERCIAL** purpose only as per table no.1. Separate permission for other user will have to be obtained.
10. The Society will have to execute Supplementary Lease deed agreement for Tit Bit area allotted vide earlier NOC with competent Authority before asking Occupation Certificate for the new constructed building
11. Barbed wire fencing/ chain link Compound wall along boundary line is permitted after getting demarcation fixed from the Executive Engineer, Bandra Division, Mumbai Board.
12. The Society shall have to construct and maintain separate underground water tank, pump house and overhead water tank to meet requirement of the proposed and existing redevelopment and obtain separate water meter & water connection.
13. The society shall have to obtain approval for amended plans as and when amended else the NOC for Occupation Certificate from EE,BP Cell, Greater Mumbai / MHADA will not be granted.
14. One set of plan along with letter should be forwarded to the office of Resident Executive Engineer / Mumbai Board as token of your approval.
15. The Chief Officer / Mumbai Board reserve the right to cancel NOC without giving any notice.
16. All the terms and conditions mentioned in Offer letter, will be applicable to the society.
17. The redevelopment proposal should be prepared adhering to the Redevelopment Plan reservation, Building regulations and any other rules applicable to building construction by the EE,BP Cell, Greater Mumbai / MHADA.

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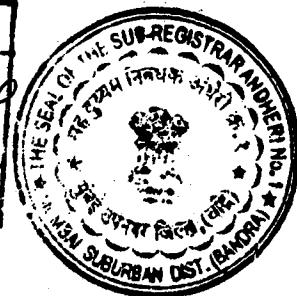
18. The plans of the proposed building shall be submitted to EE,BP Cell, Greater Mumbai / MHADA within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled.
19. The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme by every month till completion of scheme to the Executive Engineer / Bandra Divn. / M.B. under intimation to this office.
20. If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.
21. The construction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.
22. The road widening that may be proposed in the revised layout will be binding on the society & the society should handover the affected area of road widening to the MCGM at their own cost.
23. All terms & conditions of lease deed and sale deed are binding on the society.
24. After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap / collapse occur, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap / collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.
25. The proposal of issue of NOC for obtaining occupation Certificate from EE,BP Cell, Greater Mumbai / MHADA to the newly constructed building will have to be submitted along-with the following documents / information.
  - a) Copy of approved plan along-with copy of IOD & C.C. from EE,BP Cell, Greater Mumbai / MHADA. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan along-with carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area and proposed allotted area.
  - b) The concerned Architect & NOC Holder should give certificate that the newly constructed building is in accordance with the plans approved by EE,BP Cell, Greater Mumbai / MHADA & the tenements constructed for rehabilitation of the occupiers of building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.
  - c) Photographs of the newly constructed building taken from various angles.
26. If it is subsequently found that the documents / information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences / losses, if any thereof if arises in future.

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27. Necessary trial pits / trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. Consultant / Structural Engineer, registered with MCGM.
28. By this letter you are requested not to issue Occupation Certificate unless consent letter duly signed by Chief Officer / Mumbai Board is obtained and submitted to your Department by the applicant.
29. After approval of layout with 3.00 FSI from Architect Layout Cell, Greater Mumbai / MHADA society will be entitled to additional Pro-rata share of FSI as per approved layout. Further society's allotted Pro-rata share as per this NOC will be adjusted against it's allotted pro-rata share as an when layout is approved by the Architect Layout Cell, Greater Mumbai / MHADA with 3.00 FSI.
30. Allotment of the layout pro-rata B.U.A. in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not yet approved as per FSI 3.00 as per D.C.R. 33(5), DCPR 2034.
31. All the dues should be cleared by Society before issue of Occupation Certificate.
32. All the terms and conditions mentioned in the Layout which was processed to E.E./BP Cell / MHADA shall be applicable to the society.
33. The set of plans approved by E.E./BP Cell / MHADA duly certified by the Architect should be submitted to this office before commencement of work.
34. The society will have to submit stability of the existing structure / proposed work through Registered Licensed Structural Engineer to MCGM.
35. The society will have to obtain separate P. R. card as per the approved sub division / plot leased out by the board duly signed by S. L. R. before asking for Occupation Permission from E.E./BP Cell / MHADA.
36. The society will have to obtain approval for amended plans as and when the Society amends the plans.
37. The Society will have to hand over the set back area free of cost to MCGM & proof of the same will have to be submitted to this office. The society will have to inform about form encroachment to E.E./BP Cell / MHADA at their own cost and M.H.A.D. Board shall not be held responsible
38. The pro-rata charges towards construction of D. P. as implemented by MCGM will be paid from the premium received from the society for the purchase of additional BUA for which receipts shall be submitted by the society from E.E./BP Cell / MHADA in favor of Chief Accounts Officer / MHAD Board.
39. Before issuing the NOC for Occupation Tanker Water or Extra Water charges payment clearance should be produced by the Society

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40. The redevelopment Proposal should be approved adhering to the Redevelopment Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in Planning Authority, MHADA.
41. The charges as may be levied by MCGM/MHADA, from time to time (apart from FSI charges), for e.g. Pro-rata charges for Roads, shall be paid by the society to MCGM /MHADA directly, on demand from MCGM/MHADA.
42. The society shall indemnify MHADA against any legal action regarding payment of stamp duty for a) Transfer of built tenements to beneficiaries and b) Purchase of balance FSI /T. D. R. etc. as may be required under provisions of Stamp Duty Act.
43. This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)
44. MCGM has incurred expenditure for on site infrastructure prior to modification in DCR 33 (5) and after modification in DCR 33 (5). The Pro-rata premium shall be payable by the society as and when competent authority communicates to you.
45. The Pro-rata premium for approval of revised layout under DCR 33 (5) with 3.0 FSI shall also be payable by society as and when communicated to you.
46. This NOC is issued based on the documents submitted by the society/applicant. If there is any forged documents submitted by the Society/Applicant then this office will not be held responsible for any consequences.
47. Society has to ensure that Contractors / Sub-Contractors appointed by the society of the Society, who are in charge of construction work; shall be registered with MBOCWW Board & are required to fulfill the obligations as contemplated in Building and other construction workers (Regulation of Employment and condition of service) Act,1996. And further these Contractors /Sub-Contractors are required to fulfill all the conditions stipulated in the above Act, for the benefits of workers.
48. The Relocation of Scheme R.G. admeasuring **949.87 m<sup>2</sup>** is earlier permitted vide NOC dtd.01.09.2005. As per policy laid down by MHADA vide resolution no.5580, dated: 05.05.2000, resolution no. 6260 dated: 04.06.2007, amended A.R.No. 6422, dt. 07.08.2009 is applicable with following terms and conditions.
  - a) The said land is reserved for 10% physical recreation ground; therefore the same will have to be relocated with proper access from the road. The said land is allotted without any F.S.I. and no T.D.R. from open market will be permitted on this land. The relocation of scheme RG is allotted as per provisions of DCPR 2034.
  - b) The Society shall obtain appropriate permission at its own costs from M.C.G.B. or local Authority for the purpose of relocation of the said land.

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- c) The Society has paid at his own cost make arrangement of relocation of sewerage line, electrical line etc, if required.
- d) The Society shall pay charges incurred by the M.H.A.D, Board towards protection, watch and ward and development of the said land.
- e) The Society shall pay the differential amount as per exact measurement of the said land.
- f) The Society shall bear the charges for the purpose of N.A. Assessment, obtaining necessary permission from the Revenue department, yearly non assessment charges, corporation taxes and any other Govt. taxes/charges as well as charges towards sub-division of the said land.
- g) The Society shall bear charges for approach road, construct open drainage and to make provision of water supply as per specification of M.C.G.B. as well as abide by the provision of Development Control Regulations, 1991.
- h) The Society shall accept membership of Federation if established by allottees of the residential and non-residential Societies in the colony. The Society shall bear proportionate charges towards common roads, drainage, water lines, electric supply, maintenance etc.
- i) The Society shall furnish no objection certificate from the co-op Hsg. Societies union of the colony and if no Societies Union have been formed then no objection certificate from the adjacent co-op Hsg. Society before final allotment of the said land to the Society.
- j) The Society shall allow all the resident of colony to use of the land reserved for recreation ground after relocation and accordingly keep a Notice Board for the information of all the residents.
- k) The Society shall utilized relocated plot only for recreation ground and in case any complaints received, it will be the responsibility of the Society to solve the same. The Society shall make appropriate provision for approach road to the relocate plot reserved for R.G.
- l) The M.H.A.D, Board can take review and may cancel the allotment before final allotment to the Society.
- m) After compliance of all the terms and conditions of the allotment and after payment of all the monies, the society shall take steps to execute the lease deed of the said plot "as is where is basis" with the M.H.A.D, Board.
- n) In case any dispute arises regarding the terms and conditions, the decision of the M.H.A.D, Board shall be binding on the Society.

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- o) It is therefore, directed that the said Relocation of R.G. allotted, strictly adhering to the terms and conditions mentioned as above. In case of any breach to above condition the allotment will stand cancelled.

49. MHADA reserve it's right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.

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

**(Draft approved by CO/MB)**

  
(Prakash Sanap)  
Resident Executive Engineer,  
Mumbai Board.

✓ **Copy to : The Secretary, Samudra Darshan Co-Op.Housing Society Ltd.,**  
Building No. 9, 12, 13, 14 & Office Building No. 3 & 4, D.N. Nagar, Andheri (W),  
Mumbai - 400053

**Copy to Architect :** M/s Space Moulders,281/2229, Motilal Nagar  
No.1,Shreerang Sable Marg, Goregaon (W), Mumbai -400 104 for information &  
necessary action.

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

1. Executive Engineer, Housing Bandra Division.
  - i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
  - ii) He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
  - iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.
2. Copy to Architect / Layout cell / M.B.
3. Copy to Asst. clerk for MIS record.

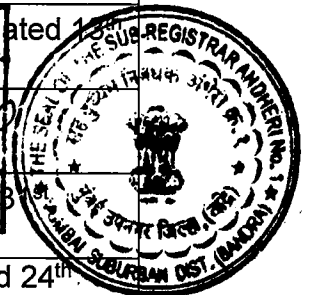
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## Annexure 'F'

### List & details of Approvals for Platinum Life

Sr. No.	Particulars
F1	Impugned Notice dated 6 <sup>th</sup> September 2021
F2	Order dated 15 <sup>th</sup> September 2021
F3	No Objection Certificate issued by Ministry of Civil Aviation dated 4 <sup>th</sup> August 2014
-	DP Remarks of the property as per 1991 DP issued by MCGM dated 13 <sup>th</sup> October 2014
F4	No Objection Certificate for termination of M/s Shubh Enterprise and appointment of M/s Samudra Darshan Gruhpravesh LLP as developer issued by Dy. Registrar, Co-operative Societies, MHADA dated 13 <sup>th</sup> October 2014
-	DP Remarks 2034 of the property as per 2034 DP issued by MCGM dated 18 <sup>th</sup> February 2017
-	No Objection Certificate issued by Executive Engineer Traffic & Coordination (E.E.T.C.) dated 8 <sup>th</sup> March 2017
-	No Objection Certificate issued by Chief Fire Officer (C.F.O.) dated 30 <sup>th</sup> March 2017
-	No Objection Certificate issued by Superintendent of Gardens, MCGM dated 23 <sup>rd</sup> June 2017
-	Tax Clearance Certificate issued by Assistant Assessor & Collector, MCGM dated 11 <sup>th</sup> March 2022
-	Concession Approval Issued by Building Permission Cell, MHADA dated 14 <sup>th</sup> May 2019
F5	Intimation of Disapproval issued by MCGM dated 30 <sup>th</sup> October 2017
F6	Intimation of Disapproval issued by MHADA dated 06 <sup>th</sup> July 2019
F7	Intimation of Disapproval issued by MHADA dated 31 <sup>st</sup> March 2021
-	No Objection Certificate issued by SWM department, MCGM dated 19 <sup>th</sup> April 2018
-	No Dues Certificate issued by Estate Department, MHADA dated 26 <sup>th</sup> September 2022
-	Approval of Temporary structure issued by MCGM dated 5 <sup>th</sup> May 2018
-	Shore Piling Commencement Approval issued by MHADA dated 1 <sup>st</sup> July 2018
-	Environment Clearance Certificate issued by State Level Environment Impact Authority dated 1 <sup>st</sup> September 2018
F8	Plinth Commencement Certificate issued by MHADA dated 3 <sup>rd</sup> October, 2018
F9	Further Commencement Certificate issued by MHADA dated 24 <sup>th</sup> December 2019, Re-endorsed dated 08 <sup>th</sup> January, 2021 and 17 <sup>th</sup> September, 2021
F10	Further Commencement Certificate issued by MHADA Dated 6 <sup>th</sup> April, 2022
F11	Further Commencement Certificate issued by MHADA Dated 14 <sup>th</sup> November, 2022



# ANNEXURE - 'F1'

## Building Permission Cell, Greater Mumbai / MHADA

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

No.MH/EE/BP(GM)/MHADA/ ET- /2021  
1834

Date :- 06 SEP 2021

To  
Owner

M/s. Samudra Darshan Gruhpravesh L.L.P.  
CA to D.N. Nagar Samudra Darshan C.H.S.L.

Sub: Proposed redevelopment of D.N. Nagar Samudra Darshan C.H.S. Ltd, building no.9,12,13,14 & OB-4 along with OB-3 bearing CTS No.195(pt), S.No. 106(A) of village Andheri, D.N. Nagar MHADA Layout, Andheri(west), Mumbai, for M/s. Samudra Darshan Gruhpravesh L.L.P. C. A. to owner.

Ref:- Application Letter for approval of F.C.C. from M/s. Space Moulders dtd. 06.09.2021.


With reference to the above, your request for approval of F.C.C. will be consider subject to following payment.

Sr. No.	Description	Code No.	Amount
1.	Development Charges	095-01-936-006	Rs. 3,32,40,600/-
2.	Open Space Deficiency (1 <sup>st</sup> installment)	019-02-231-001	Rs. 20,13,120/-
3.	Premium for AVS	019-02-231-005	Rs. 1,20,450/-
4.	Labour Welfare Charges	095-01-936-008	Rs. 22,00,100/-
5.	Staircase/Lift Lobby Premium (1 <sup>st</sup> installment)	019-02-231-002	Rs. 7,34,925/-
Total			Rs. 3,83,09,195/-

Please make the payment to the "BUILDING PERMISSION CELL GREATER MUMBAI MHADA ACCOUNT NUMBER 9113138563"( Kotak Mahindra Bank) and submit the receipt of payment to this office for further necessary action.

Thanking you

Yours faithfully,

  
Executive Engineer(B.P.),  
Greater Mumbai /MHADA.

Copy to :

- 1) M/s-Space Moulders Moulders, 281/2229, Motilal Nagar no.01, Shreerang sable Marg, goregaon.
- 2) Divisional Accountant /B.P./(GM)/MHADA.

**Note** 1) If Excess amount paid by the project proponent/ Developer beyond the amount mentioned in the issued demand note then no refund/ adjustment will be made.  
2) This demand note is valid for one month from date of issue.

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ANNEXURE - 'F2'  
HIGH COURT, BOMBAY

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THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION (L) NO.20563 OF 2021

SAMUDRA DARSHAN CO-OPERATIVE )  
HOUSING SOCIETY LIMITED )...PETITIONER

V/s.

MUMBAI HOUSING AREA DEVELOPMENT )  
AUTHORITY AND OTHERS )...RESPONDENTS

Mr.Pravin Samdani, Senior Counsel a/w. Mr.Nivit Srivastava and  
Ms.Sneha Patil i/b. Maniar Srivastava Associates, Advocate for  
the Petitioner.

Mr.Akshay Shinde, Advocate for Respondent Nos.1 to 3.

Mr.Arun Panickar, Advocate for the Respondent No.4.

CORAM : A. A. SAYED &  
S. G. DIGE, JJ

DATED : 15<sup>th</sup> SEPTEMBER, 2021

PC.:

1 It is not in dispute that the facts in the above Petition are  
similar to the facts in Writ Petition (L) No.3027 of 2021  
(D.N.Nagar Mangalmurti Co-operative Housing Society Ltd. v/s.  
MHADA & Ors.), wherein this Court by order dated 4 February

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2021 has issued Rule and stayed the recovery of development charges by the Respondent-MHADA

2 Hence Rule. Mr.Akshay Shinde waives service on behalf of Respondents Nos.1 to 3. Mr.Arun Panickar waives service on behalf of Respondent No.4. Learned AGP waives service on behalf of Respondent No.5.

3 Following the aforesaid order dated 4 February 2021, we direct that there shall be an interim relief of stay to the recovery of development charges of the demand of Rs.3,32,40,600/- under the impugned notice dated 6<sup>th</sup> September, 2021.

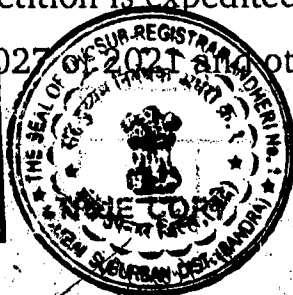
4 We make it clear that if the construction of the building is completed, the Petitioner shall apply for Occupation Certificate after seeking leave of this Court. We further make it clear that if the Respondent No.4-Developer enters into any Agreement in respect of flats in the free-sale building to be constructed, the Agreement would incorporate a clause therein as regards the pendency of the present Petition and this order.

5 Hearing of the Petition is expedited. To be heard along with

WR Petition (L) No 3027 of 2021 and other similar matters.

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(S. G. DIGE, J.)		
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(A. A. SAYED, J.)

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Section Officer  
High Court, Appellate Side  
Bombay

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e. The certificate is valid for a period of 5 years from the date of its issue. If the building/structure/Chimney is not constructed & completed within the period, the applicant will be required to obtain a fresh 'NOC' from the Designated Officer of Airports Authority of India. The date of completion of Building/Structure/Chimney should be intimated to this office of AAI. Request for revalidation of NOC will not be entertained after the expiry of its validity period.

f. No light or a combination of lights which by reason of its intensity, configuration or colour may cause confusion with the aeronautical ground lights of the Airport shall be installed at the site at any time, during or after the construction of the building.

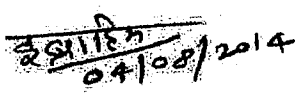
g. The applicant will not complain/claim compensation against aircraft noise, vibrations, damages etc. caused by aircraft operations at or in the vicinity of the airport.

h. Day markings & night lighting with secondary power supply shall be provided as per the guidelines specified in chapter 6 and appendix 6 of Civil Aviation Requirement Series 'B' Part I Section 4, available on DGCA India website: [www.dgca.nic.in](http://www.dgca.nic.in)

i. The applicant is responsible to obtain all other statutory clearances from the concerned authorities including the approval of building plans as this NOC for height is for the purpose of 'to ensure the safe and regular aircraft operations' and shall not be used as document for any other purpose/claim whatsoever, including ownership of land etc

j. This NOC has been issued w.r.t. the Civil Airports as notified in SO 84(E). Applicant needs to seek separate NOC from Defence, if the site lies within jurisdiction of Defence Airport.

This certificate is issued for "HEIGHT CLEARANCE ONLY" with the approval of Competent Authority for Permissible Top Elevation 57.61 Mtrs.

  
 (Ibrahim Chittoria)  
 DGM (ATM/NOC), WR  
 For GM (Aero), WR  
 Airports Authority Of India

Copy to:

1. The Executive Director(ATM), AAI, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003

2. GM(NOC)/Airport Director(Bundle).

3. Guard File

4. The President, Mumbai International Airport Pvt. Ltd., CSI Airport, 1st Floor, Terminal - 1B, Santacruz (E), Mumbai -400099

5. Asstt. Engineer (Survey) (WS) H&K Ward, Municipal Office Bldg, 1st floor, R.K. Patkar Road, Bandra (West), Mumbai - 400 050

6. The Dy. General Manager (Vigilance), WR

बदर - १		
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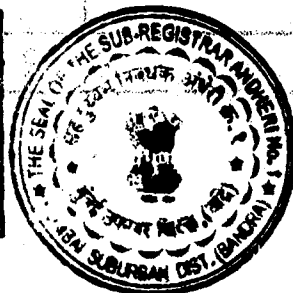


**BUILDING NOC APPLICATION**

<b>NOC Details</b>					
<b>NOC Case Type</b>			Building		
<b>NOC ID</b>			JUHU/WEST/B/042514/36862		
<b>Date of Application (mm/dd/yyyy)</b>			04/25/2014		
<b>Applicant Details</b>					
<b>1. Name of Owner</b>			Mr.Nikunj V.Champaneri		
<b>2. Address of Owner</b>			Samudra Darshan CHS Ltd,D.N.Nagar,Andheri (W),Mum-		
<b>3. Name of Applicant</b>			Mr.Nikunj V.Champaneri		
<b>4. Address of communication</b>			M/s.Space Moulders,281/2229,Motilal Nagar No-1,Goregaon (W),Mum-104		
<b>5. Name of Architect</b>			Mr.Chandan Kelekar		
<b>6. Name of Consultant(If any)</b>					
<b>7. Contact No</b>			26122902		
<b>8. Email Id</b>			vilassawant1212@yahoo.com		
<b>Site Details</b>					
<b>Type of Proposed</b>			Building		
<b>Site Description</b>			CTS No-195 (pt) of Village Andheri (W),Bldg No-9,12,13,14,OB-4,OB-3,SCH.O.S.1 Mhada Layout,D.N.Nagar,Andheri (W)		
<b>Size of Plot(sq.mtrs)</b>					
<b>Name Structure of Nearest Airport</b>			Juhu		
<b>Area name</b>					
<b>City</b>			Mumbai		
<b>State</b>			Maharashtra		
<b>Ownership of the site</b>			Owned		
<b>Type of fuel proposed for the furnace</b>					
<b>Reference Map Name</b>			No Files		
<b>Datum Reference Information</b>			WGS84		
<b>NOC Details</b>					
<b>Co-Ordinate Type</b>	<b>Coordinates (N,E)</b>	<b>Site Airport Distance (km.)</b>	<b>Site Elevation (AMSL)</b>	<b>Height of Building (AGL)</b>	<b>Longer Width (AGL)</b>
Lat-Long	19 7 37.70 , 72 49 56.23	5250	4.5	74.85	10.3
Lat-Long	19 7 35.07 , 72 49 55.71	5250	4.5	74.85	10.3
Lat-Long	19 7 37.76 , 72 49 58.61	5250	4.5	74.85	10.3
Lat-Long	19 7 34.62 , 72 49 57.70	5250	4.5	74.85	10.3
<b>Comments</b>			APPLICANT:NOC FOR HEIGHT.		

<http://203.145.141.162/nocas/PrintBuildingNOC.aspx?nocID=JUHU/WEST/B/042514/36...> 4/25/2014

बदर ३ १		
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भारतीय विमानपत्तन प्राधिकरण  
पश्चिमी क्षेत्र मुख्यालय



AIRPORTS AUTHORITY OF INDIA  
WESTERN REGION HQRS

No: AAI/RHQ/WR/DoAS/Rev./MUM/14/NOCAS/228/126 Date : 30/12/2020

352

Mr. Gurminder Singh  
Partner of Samudra Darshan Gruhpravesh LLP  
901, Peninsula Heights,  
C.D. Barfiwala Marg, Juhu Lane,  
Andheri (W), Mumbai 400 058

Subject: Revalidation of No Objection Certificate issued for the proposed building  
No. 9,12,13,14 & OB-4, OB-3, SCH.O.S.1 along with CTS No.195(pt) of  
village Andheri, MHADA layout at D.N. Nagar, Andheri (W), Mumbai.

Ref: 1. NOC letter No.BT-1/NOCC/CS/MUM/14/NOCAS/228/1339 dated  
04/08/2014.  
2. NOC ID:JUH/WEST/B/042514/36862.

Sir,

It is to intimated that, the NOC letter No:-NOC No. BT-1/NOCC/  
CS/MUM/14/NOCAS/228/1339 dated 04/08/2014, has been revalidated upto  
**03/05/2023** ( 5 years initial validity + 3 years extended validity + 9 months  
force Majeure), as per GSR 751 (E) and ADSAC 07 of 2020 dated 18/08/2020,  
under the same terms and condition as mentioned in NOC.

The NOC shall not be revalidated beyond **03/05/2023**.

Thanking you,

Address:- General Manager ATM-WR  
Airports Authority of India  
New Integrated Building,  
Opp. Parsiwada, Sahar Road,  
Andheri (E), Mumbai - 400 099

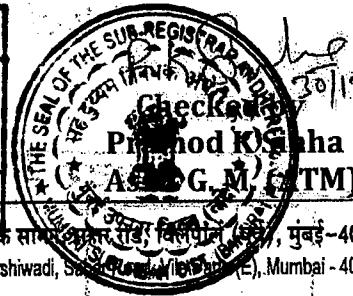
Email :- [gmatmwr@aaiaero](mailto:gmatmwr@aaiaero)  
Contact No :- 022-29217562

*Girish Shrivastav*  
30/12/2020  
विविध भौतिक/ GIRISH SHRIVASTAV  
संयुक्त महानगर (ए.टी.एस., सी.ओ.एस.), प.वे.  
Jt. General Manager (ATM - DoAS), WR.  
एरोड्रम सुरक्षा विभाग / Deptt. Of Aerodrome Safeguarding  
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India  
मुंबई / Mumbai - 400 099

NOTE:-

1. In case of any discrepancy in NOC letter, applicant may intimate to this office within 30 days after issuance of this letter.
2. However, you may apply for revalidation as per provision of GSR 770 E.

*S. B. Sawant*  
30/12/2020  
बदर - १  
Prepared by *24/4* 904 900  
S. B. Sawant  
Sr Supt. (HR) 2023



क्षेत्रीय कार्यालय निदेशक का कार्यालय, एकीकृत प्रचालन कार्यालय भवन, न्यू एयरपोर्ट कॉलोनी, पारसीवाडा के सामने, मुंबई - 400 099. ☎ 91-22-29217400  
Office of the Regional Executive Director, Integrated Operational Offices Building, New Airport Colony, Opp. Parshiwadi, Sahar Road, (E), Mumbai - 400 099.  
ए.टी.एस. कॉम्प्लेक्स, सहार कार्गो के पास, सुतार पकड़ी रोड, सहार, मुंबई - 400 099  
ATS Complex, Near Sahar Cargo, Sutar Pakadi Road, Sahar, Mumbai-400 099. ☎ 91-22-26819300

# ANNEXURE - 'F4'

## उपनिबंधक, सहकारी संस्था, म्हाडा

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, मुंबई यांचे कार्यालय, गृहनिर्माण भवन, २ रा मजला, रुम नं. ३६९, वांद्रे (पूर्व), मुंबई - ४०० ०५१.

दूरध्वनी क्रमांक : ०२२-६६४०५१०५/५२२३

जा.क्र.-मुंम/उपनि/बी-२/४६१० /२०१४,  
दिनांक :- १५.१०.२०१४.

**विषय :-**

**समुद्र दर्शन को-ऑप.हौसिंग सोसायटी लि., अंधेरी या संस्थेच्या पुनर्विकास विषयक विशेष सर्व साधारण सभेचा अहवाल.**

- संदर्भ : १) संस्थेकडून या कार्यालयास दि. १९.०९.२०१४ रोजी प्राप्त झालेला अहवाल.  
२) या कार्यालयाकडील प्राधिकृत अधिकारी नियुक्तीचे दि. २२.०९.२०१४ रोजीचे पत्र.  
३) प्राधिकृत अधिकारी यांनी या कार्यालयात दिनांक १३.१०.२०१४ रोजी सादर केलेला अहवाल.

उपरोक्त नमुदप्रमाणे समुद्र दर्शन को-ऑप.हौसिंग सोसायटी लि., दादाभाई नरोजी नगर, (विभाग २) जयप्रकाश रोड, अंधेरी (प.), मुंबई-५३ ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ९(१) अन्वये नोंदणीकृत गृहनिर्माण संस्था आहे. संस्थेने संदर्भ क्र. १ नुसार दिनांक १९.०९.२०१४ रोजीच्या पत्रान्वये संस्थेच्या इमारतीच्या पुनर्विकासाविषयक विशेष सर्व साधारण सभेस शासनाचे दि. ०३ जानेवारी २००९ च्या परिपत्रकानुसार प्राधिकृत अधिकाऱ्याची नेमणूक करण्याकरीता विनंती केलेली आहे. त्यानुसार या कार्यालयाने संदर्भ क्र. २ नुसार दिनांक २२.०९.२०१४ रोजीच्या पत्रान्वये श्री. सुरेश एच. मोरे, सहकार अधिकारी (श्रेणी-१) यांची प्राधिकृत अधिकारी म्हणून नेमणूक केलेली आहे. तदनंतर संस्थेने दिनांक ०५.१०.२०१४ रोजी बोलाविलेल्या विशेष सर्व साधारण सभेस संबंधित प्राधिकृत अधिकारी उपस्थित राहून तसा अहवाल या कार्यालयास संदर्भ क्र. ३ अन्वये दिनांक १३.१०.२०१४ रोजी सादर केलेला आहे. सादर अहवालाचे अवलोकन करता सर्वसाधारण सभेस एकूण १३२ सभासदांपैकी एकूण ११० सभासद उपस्थित होते, म्हणजेच ७५% पेक्षा जास्त सभासद उपस्थित होते. दि. ०५.१०.२०१४ रोजीच्या विशेष सर्व साधारण सभेत उपस्थित असलेल्या सभासदांना संस्थेच्या इमारतीच्या पुनर्विकासाचे प्रक्रियेसंबंधी संस्थेचे वतीने तसेच प्राधिकृत अधिकाऱ्याच्या वतीने शासनपरिपत्रकाची माहिती देण्यात आली आणि पुनर्विकास प्रक्रियेसंबंधी तसेच विकासाचे नेमणूकीसंबंधी ठराव मांडण्यात आला असता, सादरच्या ठरावास एकूण १३२ सभासदांमधुन उपस्थित ११० सभासदांपैकी ११० सभासदांनी मे.प्लॅटिनम कार्पो. द्वारा समुद्रदर्शन गृहप्रवेश एल.एल.पी. या विकासाच्या नियुक्तीस बहुमताने मान्यता देण्याचा ठराव करण्यात आलेला आहे. याबाबत उपरोक्त प्रमाणे परिस्थितीचे अवलोकन करता विशेष सर्वसाधारण सभेच्या निर्णयानुसार मे.प्लॅटिनम कार्पो. द्वारा समुद्रदर्शन गृहप्रवेश एल.एल.पी. यांच्या नियुक्तीस या कार्यालयाची हरकत नाही.

बदर - १

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प्रति. २३		



*(Handwritten Signature)*

(नितीन काळे)

उपनिबंधक, सहकारी संस्था,  
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, मुंबई

निवासी कार्यकारी अभियंता, मुंबई

प्रति :- अध्यक्ष / सचिव, समुद्र दर्शन को-ऑप.हौसिंग सोसायटी लि., दादाभाई नरोजी नगर, (विभाग २) जयप्रकाश रोड, अंधेरी (प.), मुंबई-५३.

२/- यांनी संस्थेच्या सभासदांचे लेखी संमतीपत्र निवासी कार्यकारी अभियंता (अंधेरी), मुंबई मंडळ यांच्याकडे पाठविण्यात यावे.

*(Handwritten Signature)*

उपनिबंधक, सहकारी संस्था,  
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, मुंबई

# ANNEXURE - 'F5'

346  
Form -----  
88

in replying please quote No.  
and date of this letter.



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. CHE/WS/2105/KW/337(NEW)

MEMORANDUM

Municipal Office,  
Mumbai

To,

Samudra Darshan Gruhpravesh L.L.P. C.A. to Owner.

1st Floor, Premsons Shopping Centre, Station Road, Jogeshwari (East), Mumbai - 400 060

With reference to your Notice 337 (New), letter No. 0 dated 15/5/2017 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed redevelopment of existing bldg. No. 9, 12, 13, 14, & OB-4 alongwith OB-3, on C.T.S. No. 195 (pt.), S. No. 106-A, MHADA layout, D. N. Nagar, J. P. Road, Andheri (West), Mumbai, CTS NO.195(pt.) furnished to me under your letter, dated 15/5/2017. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to date, my disapproval by reasons thereof :-

### A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK

1. That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the Work.
3. That the low lying plot will not be filled up to a reduced level of atleast 28.04 mtr. T.H.D. or 0.15 mtr. above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
4. That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation, 5(3)(ix) will not be submitted by him.
5. That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.
6. That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.

Page 1 of 12

बदर - १		
29/4	902	9/6
२०२३		



No. CHE/WS/2105/K/W/337(NEW)

- 7 That undertaking shall not be submitted to demolish all the existing structures under the supervision of qualified structural engineer & experienced/expert demolition agency.
- 8 That the Speaking order of V.P.& CEO, MHADA regarding allotment of additional area to the OB No.3 & 4 shall not be Complied with and RUT to that effect shall not be submitted before CC.
- 9 That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 10 That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 11 That the requirements of N.O.C. of (i) Reliance Energy /Tata Power, [ii]S.G. [iii] P.C.O., [iv] A. A. & C. (K-West), [v] S.P. [vi] S.W.D., [vii]M.T.N.L., [viii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 12 That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 13 That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K-West Ward] shall not be submitted before applying for C.C.
- 14 That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 15 That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 16 That the requisite premium as intimated will not be paid before applying for C.C.
- 17 That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 18 That the Janata Insurance Policy in the name of site or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 19 That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 20 That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 21 That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 22 That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 23 That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/5591 of 15.4.1974.
- 24 That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 25 That the registered undertaking for not misusing the part / pocket terraces / A.H.U.s. and area claimed

Page 2 of 12

बदर - १		
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२०२३		



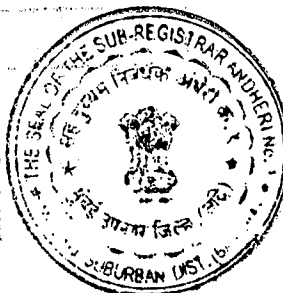
No. CHE/WS/2105/K/W/337(NEW)

free of F.S.I. will not be submitted.

- 26 That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted.
- 27 That the N.O.C. from E.E. [T&C] for parking layout in the basement / podium shall not be submitted.
- 28 That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 29 That the owner / developer shall not display a board at site before starting the work giving the details such as name and address of the owner / developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.
- 30 That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37[2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-24/2007/UD-11dt.6/6/2007 shall not be submitted.
- 31 That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O.
- 32 That the RUT shall not be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will be submitted.
- 33 That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with.
- 34 That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted
- 35 That remarks / specifications regarding formation level and construction of road from the office of Dy. Chief Engineer [Roads] W.S. shall not be obtained before applying for C.C.
- 36 That the labour welfare tax as per circular No. Dy. Ch. Eng/3663/BP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- 37 The developer shall not submit the registered undertaking agreeing to comply with & follow all the rules, regulations, circulars, directives related to the safety of construction labours/workers, issued time to time by the department of building & other construction labours, Government of Maharashtra.
- 38 That the R.U.T. shall not be submitted by the developer stating that they will not take any objection in future for the development on adjoining plot with deficient open spaces and also condition will be incorporated about deficient open spaces of proposed bldg. in the sale agreement of flats.
- 39 That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall not be submitted.
- 40 That the R.U.T. shall not be submitted by the developer stating that fungible compensatory FSI for rehabilitation component shall not be used for sale component.
- 41 That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- 42 That the work shall not be carried out between sunrise and sunset between 6.00 am to 10.00 pm only in accordance with Rule 54(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment and Forest department from time to time shall not be duly observed. (as per circular No. ChE/DP/7749/Gen dtd.07.06.2016.

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२५५	९९९	१५५
२०२३		



No. CHE/WS/2105/KW/337(NEW)

- 43 That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall not be taken and completion certificate to that effect shall not be submitted from the Licensed Structural Engineer.
- 44 That the R.U.T. shall not be submitted by the owner/developer for maintaining the noise levels as per the norms of Pollution Control Board.
- 45 That the R.U.T. shall not be submitted for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.
- 46 That the dry and wet garbage shall not be separated and the wet garbage generated in the building shall not be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be incorporated by the Developer, as per the circular No:CHE/DP/00024/GEN dt.02.04.2016.
- 47 That the approval of Plans is Subject to Out Come of the Hon.Court Order and RUT cum Indemnity bond to that effect in the matter of O.B. 3 shall not be submitted.
- 48 That the NOC from MOEF shall not be submitted
- 49 That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
- 50 That the RUT regarding handing over of excess parking to MCGM shall not be submitted
- 51 That the agreement of the proposed Bank shall not be submitted before FCC.
- 52 That remarks regarding RL from AE Survey & EETC shall not be submitted.

**C: CONDITIONS TO BE COMPILED BEFORE FURTHER C.C**

- 1 That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth.
- 2 That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
- 3 That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
- 4 That the N.O.C. from A.A. & C. [K-West] shall not be submitted.
- 5 That the plinth stability certificate from R.C.C. consultant shall not be submitted.
- 6 That the work-start notice shall not be submitted.
- 7 That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities/utilities for providing connection in this regard & advance connection [not commissioned] is taken as per the specifications.
- 8 That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.
- 9 That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.
- 10 That the A.M.S.L. of the completed work upto plinth/stilt/podium level, as applicable, shall not be verified and submitted from M/S G.V.K. Ltd.

बदर - १		
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२०२३		



No. CHE/WS/2105/K/W/337(NEW)

- 11 12. That condition in the sale agreement for multi purpose rooms are proposed with inadequate size of rooms, floor to floor height is 2.85 mt. , artificial ventilation shaft & inner chowks are of inadequate size and the mix user proposed in the building shall not be submitted
- 12 That requisite payments to MCGM as per MHADA NOC shall not be paid .
- 13 That the extra water and sewerage charges shall be paid to Asst.Engineer, Water Works, before C.C.

**D: GENERAL CONDITIONS TO BE COMPILED BEFORE O.C**

- 1 That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 2 That some of drains will not be laid internally with C.I. pipes.
- 3 That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
- 4 That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- 5 That the 10' wide paved pathway upto staircase will not be provided.
- 6 That the surrounding open spaces, parking spaces and terrace will not be kept open and un built upon and will not be leveled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 7 That the name plate/board showing plot no., name of the bldg. etc shall not be displayed at a prominent place before O.C.C./B.C.C.
- 8 That the carriage entrance will not be provided before starting the work.
- 9 That the parking spaces will not be provided as per D.C.R. No.36.
- 10 That IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 11 That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 12 That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 13 That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 14 That the infrastructural works such as construction of hand-holes / manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room / space for telecom installations etc. required for providing telecom services shall not be provided.
- 15 That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.
- 16 That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 Sq.Mts. as per Govt.Notification under Sec.37 [2] of M.R.T.P. Act, 1966.
- 17 That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with.
- 18 That the Ventilation bins for disposal of wet waste as per the design and specification of

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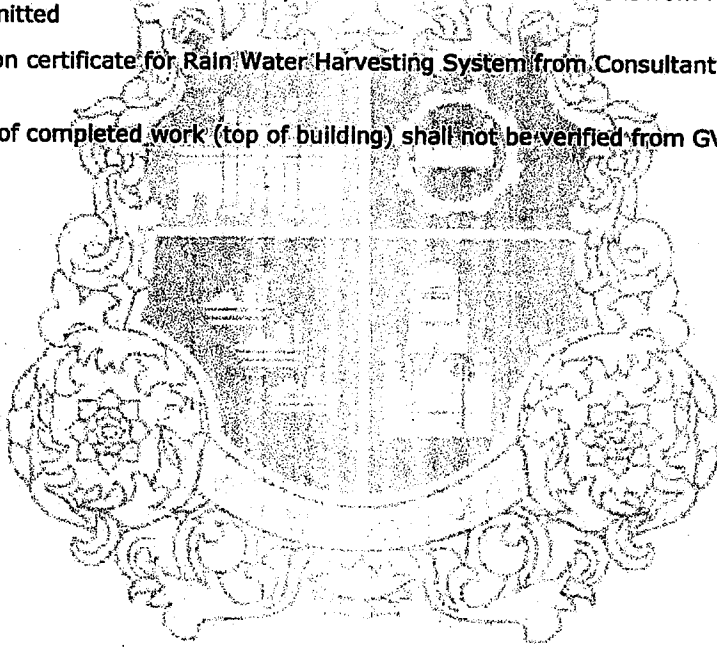
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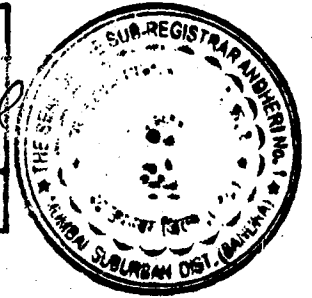
No. CHE/WS/2105/K/W/337(NEW)

Organizations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.

- 19 That the Drainage Completion Certificate shall not be submitted.
- 20 That the Lift Inspector's completion certificate shall not be submitted.
- 21 That the structural stability certificate shall not be submitted.
- 22 That the Site Supervisor's completion certificate shall not be submitted.
- 23 That the smoke test certificate shall not be submitted.
- 24 That the water proofing certificate shall not be submitted.
- 25 That the N.O.C. from A.A. & C. [K-West] shall not be submitted.
- 26 That the final completion certificate from C.F.O. shall not be submitted.
- 27 That the final N.O.C. from MHADA shall not be submitted.30. That all the terms & conditions mentioned in MHADA NOC shall not be complied with & there after consent from MHADA not to be obtained and submitted
- 28 That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 29 That the A.M.S.L. of completed work (top of building) shall not be verified from GVK and submitted.



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No. CHE/WS/2105/K/W/337(NEW)

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

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

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

Executive Engineer, Building Proposals,  
Zone, Wards.

**SPECIAL INSTRUCTIONS**

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels:-  
"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-
  - a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street
  - b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.) of such building.
  - c) Not less than 92 ft. (11 Town Hall) above Town Hall Datum.
4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
5. Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector,

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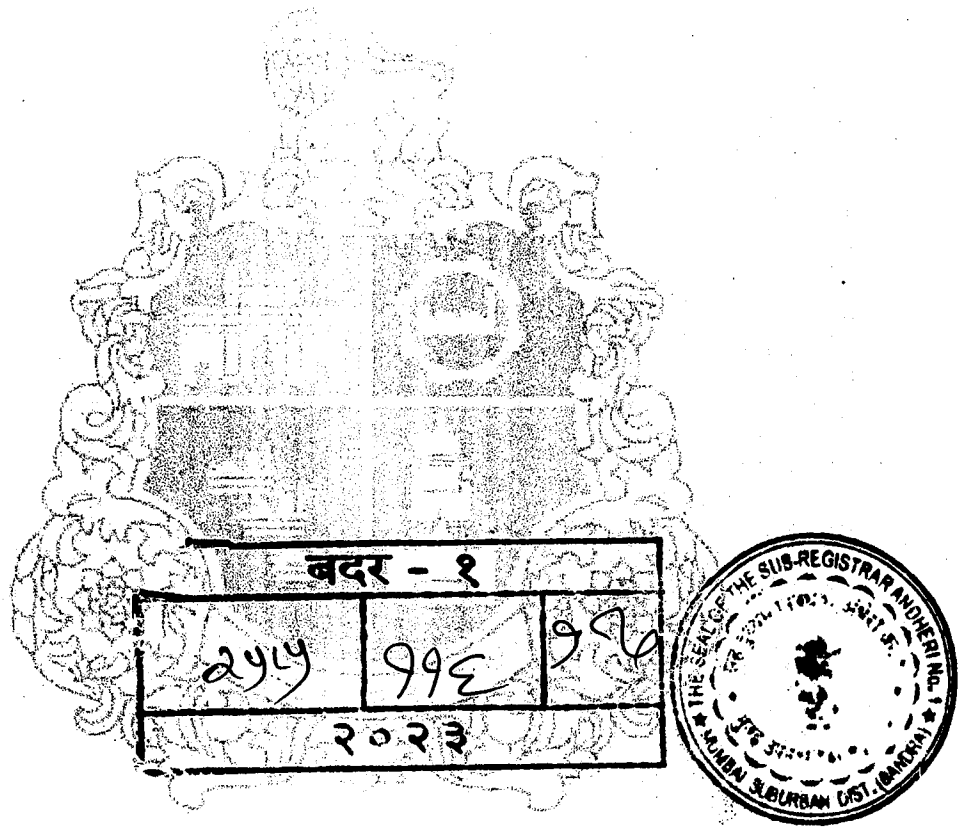
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No. CHE/WS/2105/K/W/337(NEW)

under the Land Revenue Code and Rules there under.

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



No. CHE/WS/2105/KW/337(NEW)

No. EB/CE/ /BS /A/

### NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps 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 manner in obviating all the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.

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- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion 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 Municipal Commissioner including asphaltting 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 broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event if your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed, the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
  - i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
  - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - iii. Plans showing the phased programme of constructions 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.

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२५५	११८	११५
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No. CHE/WS/2105/K/W/337(NEW)

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt.and not more than 1.80 mt.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden man rose), with copper pipes with perfection each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Bye0law No. 5 (b)  
b Lintels or Arches should be provided over Door and Windows opening  
c The drains should be laid as require under Section 234-1(a)  
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

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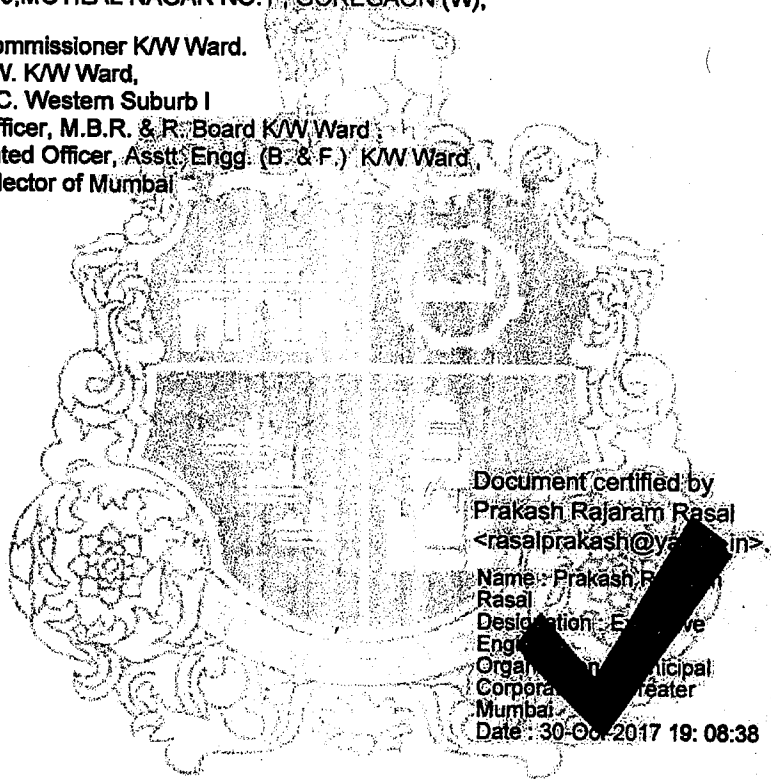
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**Executive Engineer, Building Proposals  
Zones ..... wards.**

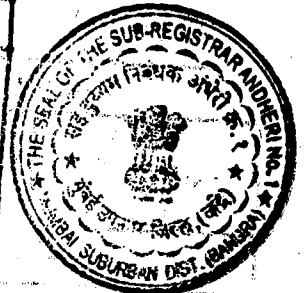
**CHE/WS/2105/K/W/337(NEW)**

Copy To :- 1. CHANDAN PRABHAKAR KELEKAR  
281/2229, MOTILAL NAGAR NO.1, GOREGAON (W),

2. Asst. Commissioner K/W Ward.
3. A.E.W.W. K/W Ward,
4. Dy.A & C. Western Suburb I
5. Chief Officer, M.B.R. & R. Board K/W Ward
6. Designated Officer, Asstt. Engg. (B. & F.) K/W Ward,
7. The Collector of Mumbai



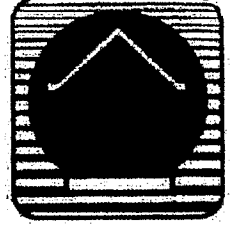
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# ANNEXURE - 'F6'

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण  
MAHARASHTRA HOUSING AND  
AREA DEVELOPMENT AUTHORITY

म्हाडा  
MHADA



## Building Permission Cell, Greater Mumbai / MHADA

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

### AMENDED PLAN APPROVAL LETTER

No.MH/EE/(B.P.)/GM/MHADA-105/120/2019

DATE - 06 JUL 2019

To

Architect,  
M/s. Space Moulders.

**Sub:-** Proposed redevelopment of D.N. Nagar Samudra Darshan C.H.S. Ltd, building no.9,12,13,14 & OB-4 along with OB-3 bearing CTS No. 195(pt), S.No. 106(A) of village Andheri, D.N. Nagar MHADA Layout, Andheri (west), Mumbai, for M/s. Samudra Darshan Gruhpravesh L.L.P. C. A. to owner.

**Ref :-** 1. CHE/WS/2105/K/337(new) IOD dtd.: 30.10.2017.  
2. MH/EE/(B.P.)/GM/MHADA/102/2018 Sheet Piling approval dtd. 13.07.2018.  
3. MH/EE/(B.P.)/GM/MHADA/105/120/2018 C.C. upto top of stilt dtd. 31.10.2018  
4. Application Letter for approval of Amended Plans from M/s. Space Moulders dtd. 12/06/2019.

Dear Applicant,

With reference to your application dated 12/06/2019 for development permission and grant Approval for Amended plan to develop building No. 9,12,13,14 & OB-4 along with OB-3 C.T.S. No.195(pt), S. No.106(A), MHADA layout, at D.N.Nagar, Andheri (West), Mumbai. The Building Permit is granted subject to compliance of mentioned in IOD dated 30.10.2017 and following conditions:

1. That all the conditions of IOD under even number CHE/WS/2105/K/337(new) dated 30.10.2017 shall be complied with.
2. That the revised R.C.C. design and calculation shall be submitted.
3. That all payments shall be paid before C.C.
4. That the CC shall be re-endorsed for carrying out the work as per amended plans.
5. That Dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of MCGM. The necessary condition in the sale agreement to that effect shall be incorporated by the developer/owner.

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गृहनिर्माण भवन, कलानगर, बान्दे (पू), मुंबई ४०० ०५१.  
दूरध्वनी ६६४० ५०००  
फॅक्स नं: ०२२-२६५१२०५८

Sub-Registrar, Andheri (West), Mumbai-400 051.  
Phone: 26592058 Website: www.mhada.maharashtra.gov.in

6. That self declaration from in respect of installing Composite machine / bio mechanize system for processing wet waste generated at project side shall be submitted by developer/ builder /owner as per circular No- CHE/0024/ GEN/ dated 02.04.2016.
7. That the revised NOC from H.E. shall be submitted before C.C.
8. That the extra water & sewerage charges shall be paid A.E.W.W. K/West Ward before C.C.
9. That the revalidated janata insurance policy shall be submitted before C.C.
10. That the R.U.T. shall not be submitted for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.
11. That the NOC from civil Aviation shall be submitted.
12. That the NOC from PCO K/West ward shall be submitted.
13. That the SWM NOC shall be submitted & B.G. shall be submitted.
14. That the compliance for the Hon, supreme court order regarding Labour shall be submitted.
15. That the MOEF Clearance Certificate shall be submitted.

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

--Sd--

(Dinesh Mahajan)

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

Copy submitted in favor of information please.

- 1) Chief Officer/M.B./ MHADA.
- 2) Deputy Chief Engineer/B.P.Cell/MHADA
- 3) Asst. Commissioner K/West (MCGM)
- 4) A.A. & C. K/West(MCGM)
- 5) A.E.W.W.K/West(MCGM)
- 6) Executive Engineer/ Bandra Div./M.B./MHADA
- 7) M/s Samudra Darshan Gruhpravesh L.L.P. C.A. to Owner.

(Dinesh Mahajan)

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

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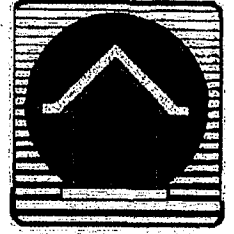


# ANNEXURE - 'F7'

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण

MAHARASHTRA HOUSING AND  
AREA DEVELOPMENT AUTHORITY

म्हाडा  
MHADA



## Building Permission Cell, Greater Mumbai / MHADA

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

### AMENDED PLAN APPROVAL LETTER

No.MH/EE/(B.P.)/GM/MHADA-105/120/2021

DATE- **31 MAR 2021**

To,

Architect.

Shri. Chandan Kelekar  
of M/s Space Moulders.

**Sub:-** Proposed redevelopment of D.N. Nagar Samudra Darshan C.H.S. Ltd, building no.9,12,13,14 & OB-4 along with OB-3 bearing CTS No. 195(pt), S.No. 106(A) of village Andheri, D.N. Nagar MHADA layout, Andheri(west), Mumbai, for M/s. Samudra Darshan Gruhpravesh Ltd. P. C. A. to owner.

**Ref :-**1. CHE/WS/2105/K/337(new) IOD dtd.:30.10.2017.

2. MH/EE/(B.P.)/GM/MHADA/102/2018 Sheet Piling approval dtd. 31.07.2018.

3. MH/EE/(B.P.)/GM/MHADA/105/120/2018 C.C. upto top of still dtd. 31.10.2018

4. MH/EE/(B.P.)/GM/MHADA/105/120/2018 Amended Plans approval dtd. 06.07.2019.

5. MH/EE/(B.P.)/GM/MHADA/105/120/2019 Further C.C. dtd. 24.12.2019.

6. MH/EE/(B.P.)/GM/MHADA/105/120/2021 Further C.C. dtd. 08.01.2021.

7. Application Letter for approval of Amended Plans from M/s. Space Moulders dtd.25.02.2021.

Dear Applicant,

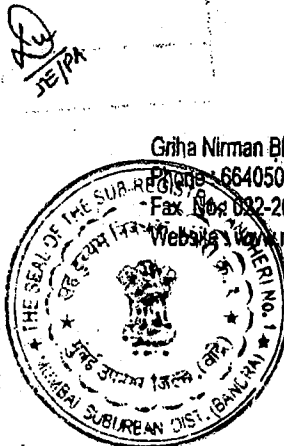
With reference to your application dated 25.02.2021 for development permission and grant Approval for Amended plan to develop existing building No. 9,12,13,14 &

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

दूरध्वनी : ६६४०५०००

फॅक्स नं. : ०२२-२६५९२०५८

24/4	923	7/2
२०२३		



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

Phone : 66405000

Fax : 022-26592058

Website : www.mhada.maharashtra.gov.in

OB-4 along with OB-3 C.T.S. No.195(pt), S. No.106(A), MHADA layout, at D. N. Nagar, Andheri (West), Mumbai. The Building Permission is granted subject to compliance of conditions mentioned in IOD dated 30.10.2017 and following conditions:

1. That all the conditions of IOD under even number CHE/WS/2105/K/337(new) dated 30.10.2017 shall be complied with.
2. That the revised R.C.C. design and calculation shall be submitted.
3. That all payments shall be paid before C.C.
4. That the CC shall be re-endorsed for carrying out the work as per amended plans.
5. That Dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of MCGM. The necessary condition in the sale agreement to that effect shall be incorporated by the developer/owner.
6. That self declaration from in respect of installing Composite machine / bio mechanize system for processing wet waste generated at project side shall be submitted by developer/ builder /owner as per circular No-CHE/0024/GEN/ dated 02.04.2016.
7. That the revised NOC from H.E. shall be submitted before C.C.
8. That the extra water & sewerage charges shall be paid A.E.W.W. K/West Ward before C.C.
9. That the revalidated janata insurance policy shall be submitted before C.C.
10. That the R.U.T. shall not be submitted for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.
11. That the NOC from civil Aviation shall be submitted.
12. That the NOC from PCO K/West ward shall be submitted.
13. That the SWM NOC shall be submitted & B.G. shall be submitted.

बदर - १		
24/4	22/9/56	
2023		



14. That the compliance for the Hon, supreme court order regarding Labour shall be submitted.

15. That the MOEF Clearance Certificate shall be submitted.

16. That the undertaking & necessary compliance as per Govt. circular vide U/No. TPS1820/U.NO-27/CR-80/2020/UD-13 dated 14.01.2021 & as per MHADA circular vide No. MH/CE II/DYCE/ BP Cell/ GM/MHADA/ET-454/2021 dated 23.02.2021, shall be made.

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

--Sd--

(Dinesh Mahajan)  
Executive Engineer B.P. Cell  
Greater Mumbai/ MHADA.

Copy submitted in favour of information please.

- 1) Chief Officer/M.B./ MHADA.
- 2) Asst. Commissioner K/West (MCGM)
- 3) Dy. CE/ BP Cell/ MHADA.
- 4) Executive Engineer/ Bandra Div./M.B./MHADA.
- 5) A.A. & C. K/West (MCGM).
- 6) A.E.W.W.K/West (MCGM).
- 7) M/s. Samudra Darshan Gruhpravesh L.L.P.  
CA to D.N. Nagar Samudra Darshan C.H.S.L.

(Dinesh Mahajan)

Executive Engineer B.P. Cell  
Greater Mumbai/ MHADA.

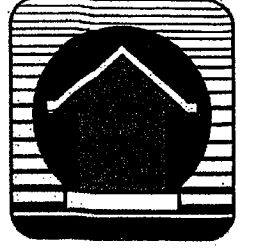
बदर - १		
24/4	924	NU
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# ANNEXURE - 'F8'

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण  
MAHARASHTRA HOUSING AND  
AREA DEVELOPMENT AUTHORITY

म्हाडा  
MHADA



## Building Permission Cell, Greater Mumbai / MHADA

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

### PLINTH COMMENCEMENT CERTIFICATE

No.MH/EE/(B.P.)/GM/MHADA- 105/ 120 /2018

DATE- 31 OCT 2018

To

Owner

M/s. Samudra Darshan Gruhpravesh L.L.P.  
CA to D.N. Nagar Samudra Darshan C.H.S.L.  
1<sup>st</sup> Floor Premsons Shopping Centre,  
Premsons Compound, Caves Road,  
Jogeshwari (East),Mumbai 400 060.

Sub:-Plinth C.C. of proposed Redevelopment of Samudra Darshan CHSL, Bldg. No. 9,12,13,14 along with OB-3 & OB-4 on C.T.S. No. 195 (pt.),S. No. 106-A, MHADA layout, D. N. Nagar, J.P. Road, Andheri (W), Mumbai For Samudra Darshan Gruhpravesh LLP. C.A. to Owner Samudra Darshan CHSL.

Ref :-1. CHE/WS/2105/K/337(New) IOD dtd.: 30/10/2017  
2. MH/EE/(B.P.)/GM/MHADA/102/2018. Sheet piling approval dtd. 13/07/2018.  
3. Application Letter for approval of C.C. from M/s. Space Moulders dtd. 12/10 /2018

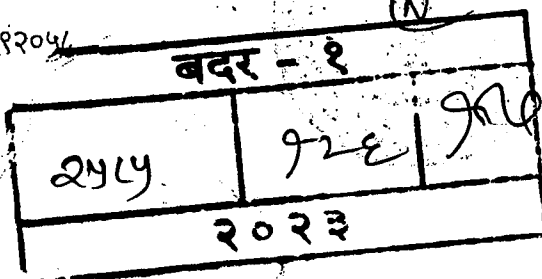
Sir,

With reference to your application dated 12.10.2018 for development permission and grant of Plinth Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 for proposed Redevelopment of Samudra Darshan CHSL, Bldg. No. 9,12,13,14 along with OB-3 & OB-4 on C.T.S. No. 195 (pt.), S. No. 106-A, MHADA layout, D. N. Nagar, J.P. Road, Andheri (W), Mumbai The Commencement Certificate / Building

1/3

गृहनिर्माण भवन, कलानगर, बान्द्रे (पूर्व), मुंबई - ४०० ०५९.  
दूरध्वनी ६६४०५०००  
फैक्स नं. : ०२२-२६५९२०५८

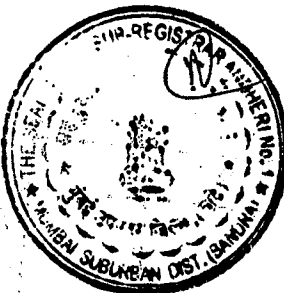
Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.  
Phone : 66433000  
Fax No. 222-2652058 Website : www.mhada.maharashtra.gov.in



Permit is granted subject to compliance of mentioned in IO D dated 30/10/2017 and following conditions:

1. The land vacated in consequence of endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal zone management plan.
5. If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the VP & CEO / MHADA if:
  - a. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO / MHADA is contravened or not complied with.
  - c. The VP & CEO / MHADA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966.

बदर - १		
२५५	१२०	१५०
२०२३		



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

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

**Remarks: The C.C. is valid up to 30 OCT 2019**

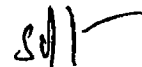
This C.C. is issued up to top of stilt for Wing A, B, C, D,E, F & G; i.e. height of 4.80mt.AGL as per approved plans issued by M.C.G.M. dated- 30/10/2017 u/No. CHE/WS/ 2105/K/337(NEW).

  
(Rajeev Sheth)

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

Copy submitted for information please.

- 1) Asst. Commissioner K/West (MCGM)
- 2) A.A. & C. K/West(MCGM)
- 3) A.E:W.W.K/West(MCGM)
- 4) Architect. Shri. Chandan Kelekar.



(Rajeev Sheth)

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

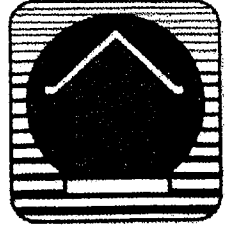
बदर - १		
24/4	१२८	११५
२०२३		



# ANNEXURE - 'F9'

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण  
MAHARASHTRA HOUSING AND  
AREA DEVELOPMENT AUTHORITY

म्हाडा  
MHADA



## Building Permission Cell, Greater Mumbai / MHADA

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

### FURTHER COMMENCEMENT CERTIFICATE

No.MH/EE/(B.P.)/GM/MHADA- 105/120/2019

DATE- 24 DEC 2019

To

Owner

M/s. Samudra Darshan Gruhpravesh L.L.P.

CA to D.N. Nagar Samudra Darshan C.H.S.L.

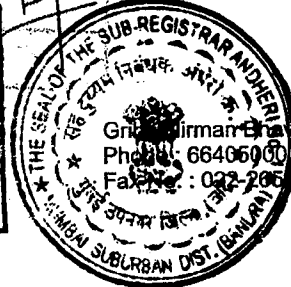
**Sub:-** Proposed redevelopment of D.N. Nagar Samudra Darshan C.H.S. Ltd, building no.9,12,13,14 & OB-4 along with OB-3 bearing CTS No. 195(pt), S.No. 106(A) of village Andheri, D.N. Nagar MHADA Layout, Andheri (west), Mumbai, for M/s. Samudra Darshan Gruhpravesh L.L.P. C. A. to owner.

- Ref :-**
1. CHE/WS/2105/K/337(new) IOD dtd.: 30.10.2017.
  - 2.MH/EE/(B.P.)/GM/MHADA/102/2018 Sheet Piling approval dtd. 13.07.2018.
  3. MH/EE/(B.P.)/ GM/MHADA/105/120/2018 C.C. upto top of stilt dtd. 31.10.2018.
  - 4.MH/EE/(B.P.)/ GM/MHADA/105/120/2019 amended plans approval dtd. 06.07.2019
  5. Application Letter for approval of Further C.C. from M/s. Space Moulders dtd. 13.12.2019.

Dear Applicant,

With reference to your application dated 13.12.2019 for development permission and grant of Further Commencement Certificate under section44 &69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 for Proposed

बदर - १	
24/12	2019
गृहनिर्माण भवन, कलीनगर, वान्द्रे (पूर्व), मुंबई ४०००५१	
दूरध्वनी ६६४०५०००	
फॅक्स नं: २२२-२६५९२०५६	२०२३



1/3

building No. 9,12,13,14 & OB-4 along with OB-3 C.T.S. No.195(pt), S. No.106(A), MHADA layout, at D.N. Nagar, Andheri (West), Mumbai.

The Further Commencement Certificate / Building Permit is granted subject to compliance of mentioned in IOD dated 30.10.2017 / Amended plan dated 06.07.2019 and following conditions:

1. The land vacated in consequence of endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal zone management plan.
5. If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the VP & CEO / MHADA if:
  - a. The development work in respect of which permission is granted under this certificate is not carried out or the use there of is not in accordance with the sanctioned plans.
  - b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO / MHADA is contravened or not complied with.
  - c. The VP & CEO / MHADA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the

बदर - १		
२५५५	९३०	१५
२०२३		





development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966.

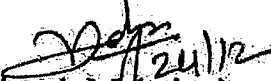
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

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

**Remarks: This C.C. is valid up to 30.10.2020**

**Now, this C.C. is re-endorsed and further extended upto top of 10<sup>th</sup> floor i.e. height 35.50 mt. maximum for wing A,B,& C as per approved plans issued by MHADA dated 06.07.2019 u/No. MH/EE/BP/ GM/MHADA -105/120/2019.**

( Installment facility availed - 2<sup>nd</sup> installment due date -28.06.2020.  
3<sup>rd</sup> installment due date - 28.06.2021.)

  
(Dinesh Mahajan)

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

बदर - १		
२५५	१३१	१५६
२०२३		



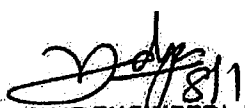
3/3

-- Cont --

NO. MH/EE/CPD/GM/MHADA-105/120/2021  
Date: 08 JAN 2021

Sub:- Proposed Redevelopment of DN Nagar  
Samudra Darshan CILK building NO. 9, 12, 13, 14  
& OB-4 along with OB-3 bearing CUNO 1950  
S.NO. 106CA of village Andheli, DN Nagar  
MHADA Layout, Andheli West, Mumbai, for  
M/s Samudra Darshan Group Private LLP  
CA to owner.


This CC is further extended upto top of 10<sup>th</sup>  
Floor i.e. for wing E = 34.5 mt. A.G.L. & for wing  
F, G = 33.45 mt. A.G.L. as per approved plans dated  
06.07.2019 U.NO. MH/EE/BP/GM/MHADA-105/120/2019 with  
continuation of earlier CC of wing A = 35.50 mt.  
A.G.L. & for wing B, C = 33.45 mt. A.G.L. (excluding wing D)  
This CC is valid upto 30.10.2021.

  
EXECUTIVE ENGINEER/ PA/A  
M.H. & A.D. AUTHORITY  
GRIHA NIRMAN BHAVAN,  
BANDRA (E), MUMBAI-51

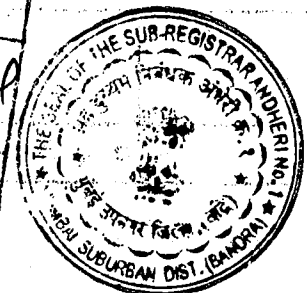
MH/EE/BP/GM/MHADA-105/120/2021

Date 17 SEP 2021

Now this C.C. is further extended for wing A upto 15<sup>th</sup> floor i.e. height  
50.00 mt for wing B & C upto 16<sup>th</sup> floor i.e. height 50.55 mt wing E upto 15<sup>th</sup>  
floor i.e. height 49.00 mt & wing F & G upto 16<sup>th</sup> floor i.e. height 50.55 mt  
A.G.L. + LMR + OHT as per approved plan dtd 31.03.2021.

  
EXECUTIVE ENGINEER/ PA/A  
M.H. & A.D. AUTHORITY  
GRIHA NIRMAN BHAVAN,  
BANDRA (E), MUMBAI-51

बंदर - १		
2024	932	956
२०२३		



# ANNEXURE - 'F10'



## Building Permission Cell, Greater Mumbai / MHADA

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

### FURTHER COMMENCEMENT CERTIFICATE

No. MH/EE/(BP)/GM/MHADA-105/120/2022/FCC/1/Amend

Date : 06 April, 2022

To

M/s. Samudra Darshan  
Gruhpravesh LLP. C.A. to owner.

1st floor, Premsons Shopping  
Centre, Station Road, Jogeshwari  
(East) Mumbai.

**Sub :** Proposed redevelopment of existing Bldg. No. 9, 12, 13, 14, & OB-4 alongwith OB-3, on C.T.S. No. 195 (pt.), S. No. 106-A, MHADA layout, D. N. Nagar, J.P. Road, Andheri (W), Mumbai. For M/s. Samudra Darshan Gruhpravesh LLP. C.A. to owner.

Dear Applicant,

With reference to your application dated 29 October, 2020 for development permission and grant of Further Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to **Proposed redevelopment of existing Bldg. No. 9, 12, 13, 14, & OB-4 alongwith OB-3, on C.T.S. No. 195 (pt.), S. No. 106-A, MHADA layout, D. N. Nagar, J.P. Road, Andheri (W), Mumbai. For M/s. Samudra Darshan Gruhpravesh LLP. C.A. to owner..**

The Commencement Certificate/Building permission is granted on following conditions.

1. The land vacated in consequence of endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal zone management plan.
5. This Certificate liable to be revoked by the VP & CEO, MHADA if:
6. If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
  - a. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO, MHADA is contravened or not complied with.
  - c. The VP & CEO, MHADA is satisfied that the same is obtained by the applicant through fraud or

बदर - १		
२५५	९३३	जे
२०२३		



misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966

7. This CC shall be re-endorsed after obtaining IOA for work beyond plinth.
8. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

VP & CEO / MHADA has appointed Shri. Dinesh D Mahajan, Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This CC is valid upto dt. 30 October, 2022

Issue On : 31 October, 2018 Valid Upto : 30 October, 2019

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2018/CC/1/Old

Remark :

This C.C. is issued upto top of still for Wing A,B,C,D,E,F & G i.e. height of 4.80 mt. AGL as per approved plans issued by MCGM dtd. 30.10.2017 u/no. CHE/WS/2105/K/W/337 (NEW)

Issue On : 24 December, 2019 Valid Upto : 30 October, 2020

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2019/FCC/1/Old

Remark :

Now this C.C. is re-endorsed and further extended upto top of 10th floor i.e. height 35.50 mt. maximum for wing A, B & C as per approved plans issued by MHADA dtd.: 06.07.2019 u/no. MH/EE/(B.P.)/GM/MHADA-105/120/2019.

Issue On : 08 January, 2021 Valid Upto : 30 October, 2021

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2019/FCC/1/Old

Remark :

This C.C. is further extended upto top of 10th floor i.e. for Wing E=34.50 mt. A.G.L. & Wing F.G.=33.45 mt. A.G.L. as per approved plans dated 06.07.2019 u/no. MH/EE/(B.P.)/GM/MHADA-105/120/2019 with continuation of earlier C.C. of Wing A = 35.50 mt. A.G. & for Wing B,C=33.45mt. A.G.L. (Excluding Wing D) This C.C. is valid upto 30.10.2021.

Issue On : 17 September, 2021 Valid Upto : 30 October, 2022

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2021/FCC/1/Old

Remark :

Now this C.C. is further extended for Wing A upto 15th floor i.e. height 50.00 mt. for Wing B & C upto 16th floor i.e. height 50.55 mt. Wing E upto 15th floor i.e. height 49.00 mt. & Wing F & G upto 16th floor i.e. height 50.55 mt. A.G.L. & LMR + OHT as per approved plan dtd.:31.03.2021.

Issue On : 06 April, 2022

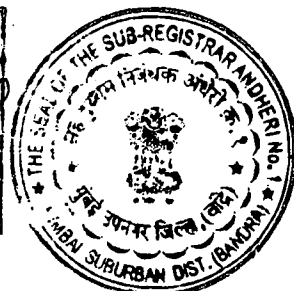
Valid Upto : 30 October, 2022

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2022/FCC/1/Amend

Page 2 of 3

बंदर - १

24/4	938	950
२०२३		



Remark :

Now, this CC is further extended for Wing A upto 15th floor i.e. height 50.00 Mt, for Wing B & C upto 16th floor i.e. height 50.55 Mt, wing D up to top of 12th floor i.e. ht.40.30mt., Wing E upto 15th floor i.e. height 49.00 Mt & part 16th floor i.e. 52.40 Mt, Wing F & G upto 16th floor i.e. height 50.55 Mt AGL as per approved plans u/No.MH/EE/(BP)/GM/MHADA-105/120/2021 dt. 31/03/2021

✓  
Name : Dinesh Deoram  
Mahajan  
Designation : Executive  
Engineer  
Organization : Personal  
Date : 06-Apr-2022 16:

**Executive Engineer/B.P.Cell  
Greater Mumbai/MHADA**

Copy submitted in favour of information please

1. Chief Officer Mumbai Board.
  2. Deputy Chief Engineer /B.P. Cell/MHADA.
  3. Asst. Commissioner K West Ward MCGM.
- Copy to :-
4. EE Bandra Division / MB.
  5. A.E.W.W K West Ward MCGM.
  6. A.A. & C K West Ward MCGM
  7. Architect / LS - Chandan Prabhakar Kelekar.
  8. Secretary D.N. Nagar Samudra Darshan CHSL

बंदर - १		
२५५	१३५	१५०
२०२३		



# ANNEXURE - 'F11'



## Building Permission Cell, Greater Mumbai / MHADA

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

### FURTHER COMMENCEMENT CERTIFICATE

No. MH/EE/(BP)/GM/MHADA-105/120/2022/FCC/2/Amend

Date : 14 November, 2022

To

M/s. Samudra Darshan  
Gruhpravesh LLP. C.A. to owner.

1st floor, Premsons Shopping  
Centre, Station Road, Jogeshwari  
(East) Mumbai.

**Sub :** Proposed redevelopment of existing Bldg. No. 9, 12, 13, 14, & OB-4 alongwith OB-3, on C.T.S. No. 195 (pt.), S. No. 106-A, MHADA layout, D. N. Nagar, J.P. Road, Andheri (W), Mumbai. For M/s. Samudra Darshan Gruhpravesh LLP. C.A. to owner.

Dear Applicant,

With reference to your application dated 29 October, 2020 for development permission and grant of Further Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to **Proposed redevelopment of existing Bldg. No. 9, 12, 13, 14, & OB-4 alongwith OB-3, on C.T.S. No. 195 (pt.), S. No. 106-A, MHADA layout, D. N. Nagar, J.P. Road, Andheri (W), Mumbai. For M/s. Samudra Darshan Gruhpravesh LLP. C.A. to owner.**

The Commencement Certificate/Building permission is granted on following conditions:

1. The land vacated in consequence of endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal zone management plan.
5. This Certificate liable to be revoked by the VP & CEO, MHADA if:
6. If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
  - a. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO, MHADA is contravened or not complied with.
  - c. The VP & CEO, MHADA is satisfied that the same is obtained by the applicant through fraud or

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misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966

7. This CC shall be re-endorsed after obtaining IOA for work beyond plinth.
8. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

VP & CEO / MHADA has appointed Shri. Rupesh M. Totewar, Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This CC is valid upto dt. 30 October, 2023

Issue On : 31 October, 2018

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2018/CC/1/Old

Remark :

This C.C. is issued upto top of stilt for Wing A,B,C,D,E,F & G i.e. height of 4.80 mt. AGL as per approved plans issued by MCGM. dtd. 30.10.2017 u/no. CHE/WS/2105/K/W/337 (NEW)

Valid Upto : 30 October, 2019

Issue On : 24 December, 2019

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2019/FCC/1/Old

Remark :

Now this C.C. is re-endorsed and further extended upto top of 10th floor i.e. height 35.50 mt. maximum for wing A, B & C as per approved plans issued by MHADA dtd.: 06.07.2019 u/no. MH/EE/(B.P.)/GM/MHADA-105/120/2019.

Valid Upto : 30 October, 2020

Issue On : 08 January, 2021

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2019/FCC/1/Old

Remark :

This C.C. is further extended upto top of 10th floor i.e. for Wing E=34.50 mt. A.G.L. & Wing F,G.=33.45 mt. A.G.L. as per approved plans dated 06.07.2019 u/no. MH/EE/(B.P.)/GM/MHADA-105/120/2019 with continuation of earlier C.C. of Wing A = 35.50 mt. A.G. & for Wing B,C=33.45mt. A.G.L. (Excluding Wing D) This C.C. is valid upto 30.10.2021.

Valid Upto : 30 October, 2021

Issue On : 17 September, 2021

Valid Upto : 30 October, 2022

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2021/FCC/1/Old

Remark :

Now this C.C. is further extended for Wing A upto 15th floor i.e. height 50.00 mt. for Wing B & C upto 16th floor i.e. height 50.55 mt. Wing E upto 15th floor i.e. height 49.00 mt. & Wing F & G upto 16th floor i.e. height 50.55 mt. A.G.L. & LMR + OHT as per approved plan dtd.:31.03.2021.

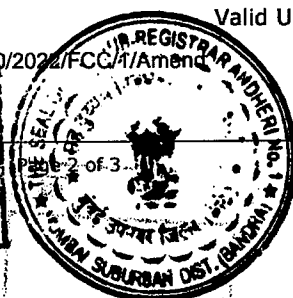
Issue On : 06 April, 2022

Valid Upto : 30 October, 2022

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2022/FCC/1/Amend

Remark :

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Now, this CC is further extended for Wing A upto 15th floor i.e. height 50.00 Mt, for Wing B & C upto 16th floor i.e. height 50.55 Mt, wing D up to top of 12th floor i.e. ht.40.30mt., Wing E upto 15th floor i.e. height 49.00 Mt & part 16th floor i.e. 52.40 Mt, Wing F & G upto 16th floor i.e. height 50.55 Mt AGL as per approved plans u/No. MH/EE/(BP)/GM/MHADA-105/120/ 2021 dt. 31/03/2021.

Issue On : 14 November, 2022

Valid Upto : 30 October, 2023

Application No. : MH/EE/(BP)/GM/MHADA-105/120/2022/FCC/2/Amend

Remark :

This CC is now granted for further extend/re-endorse full CC for Wing A, upto 15th floor i.e. height 50.00 mt + LMR + OHT, for Wing B & C upto 16th floor i.e. height 50.55 mt + LMR + OHT, for Wing D upto 15 floor i.e. height upto 49.00 mtr. and part 16 floor having height 51.40 mtr. + LMR + OHT, for Wing E upto 15th floor i.e. height 49.00 mt, & part 16th floor i.e. 52.40 mt, + LMR + OHT, & for Wing F & G upto 16th floor i.e. height 50.55 mt. + LMR + OHT as per approved plans u/No.MH/EE/ (BP)/GM/MHADA- 105/120/2021 dt. 31/03/2021.

Name : Rupesh  
Muralidhar Totewar  
Designation : Executive  
Engineer  
Organization : Personal  
Date : 14 Nov-2022-13:

Executive Engineer / B.P. Cell  
Greater Mumbai / MHADA

Copy submitted in favour of Information please

1. Chief Officer Mumbai Board.
2. Deputy Chief Engineer / B.P. Cell / MHADA.
3. Asst. Commissioner K West Ward MCGM.

Copy to :-

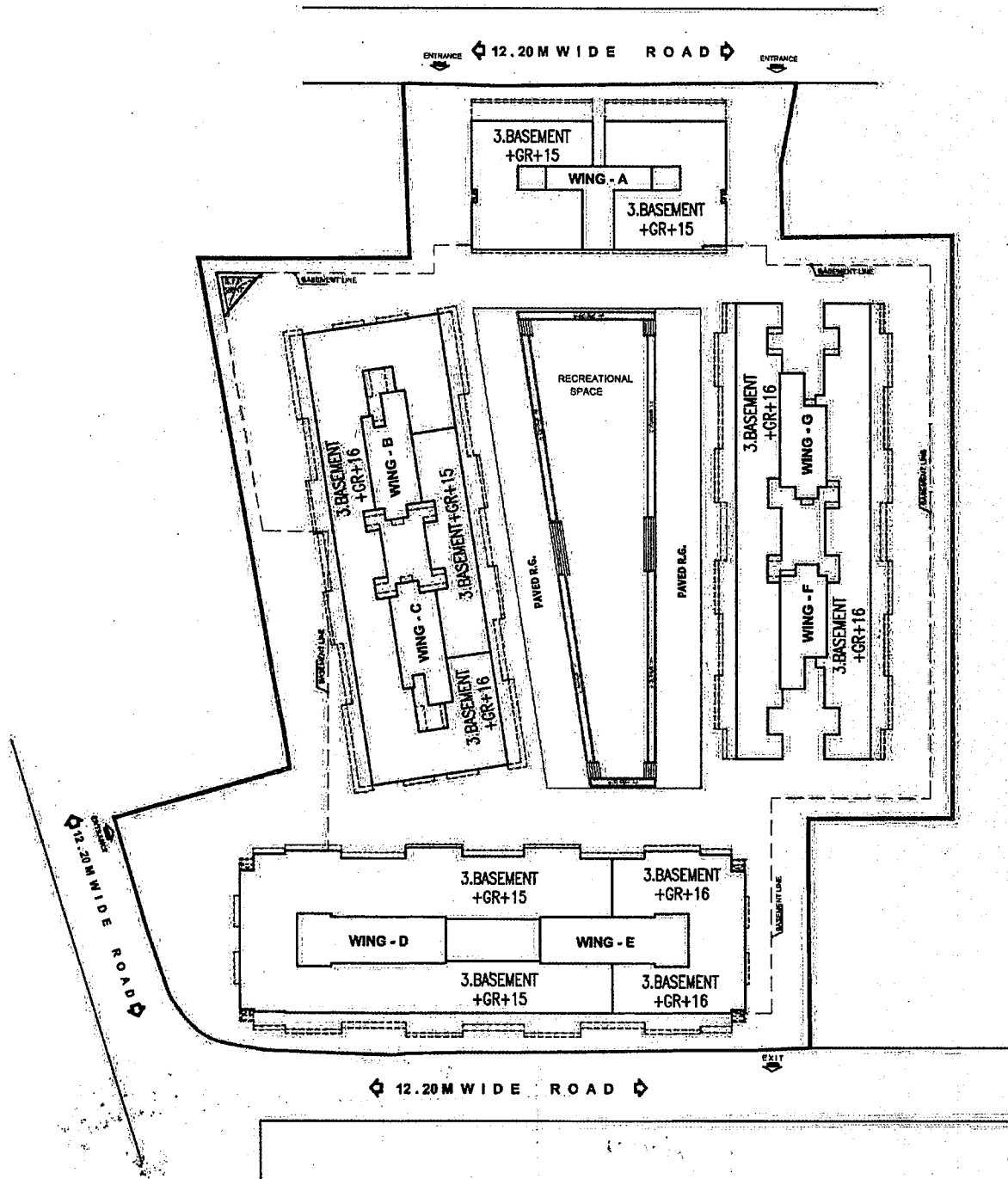
4. EE Bandra Division / MB.
5. A-E-W K West Ward MCGM.
6. A/A & C K West Ward MCGM
7. Architect / LS - Chandan Prabhakar Kelekar.
8. Secretary D.N. Nagar Samudra Darshan CHSL

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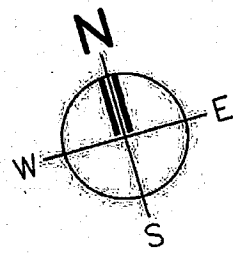


# ANNEXURE - G



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# ANNEXURE - 'H'

**KANGA & CO.** (Regd.)  
ADVOCATES & SOLICITORS 126<sup>th</sup> YEAR  
ESTABLISHED 1890 2015 - 2016

Readymoney Mansion, 43, Veer Nariman Road, Mumbai - 400 001, India. Tel : (91 22) 6623 0000, 6633 2288, 2204 2288 Fax : (91 22) 6633 9656, 6633 9657  
Email : mail@kangacompany.com, www.kangacompany.com

M. L. Bhakta • A. M. Desai • K. M. Vussonji • B. D. Damodar • S. S. Vaidya • A. R. Amin • Ms. P. G. Mehta • R. V. Gandhi • C. S. Thakkar  
R. P. Bhatt • Ms. A. S. Murray • P. S. Damodar • B. S. Vaidya • Ms. M. D. Mody • Ms. Sirisha V. Sampat • Kunal S. Vaidya

MLB/SS/6058/2015

## REPORT ON TITLE

Re: All that piece and parcel of leasehold land admeasuring 3534square meters bearing Survey No. 106/1A, 1/6A and corresponding C.T.S. No.195 (part) situate at D. N. Nagar, Village Andheri, Taluka Andheri, Mumbai Suburban District together with the Building Nos. 9, 12, 13 and 14 standing thereon.

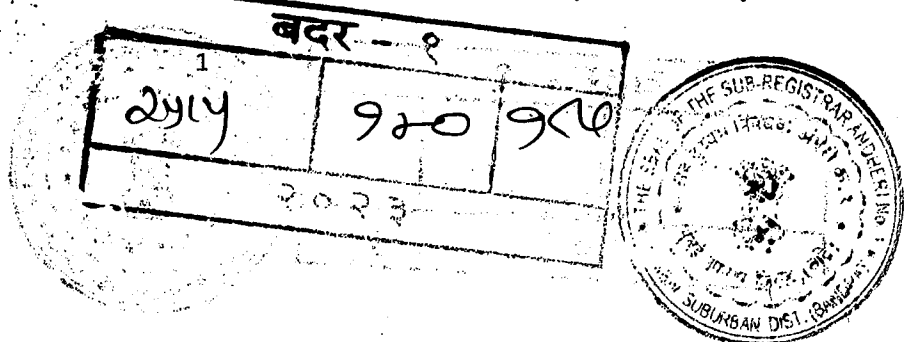
## TO WHOMSOEVER IT MAY CONCERN

We have investigated the title of our clients SAMUDRA DARSHAN GRUHPRAVESH LLP, a Limited Liability Partnership entity formed and incorporated under the provisions the Limited Liability Partnership Act, 2008 and having its registered office at B-106, Concord, 2<sup>nd</sup> Cross Lane, Lokhandwala Complex, Andheri (West), Mumbai - 400 053 (the "LLP"), to the development rights in respect of the Property as more particularly described in the Schedule hereunder written on the basis of perusal of copies of documents submitted to us and conducting searches in the offices of the concerned Sub-Registrar of Assurances and the revenue records.

2. Prior to 1977, the Maharashtra Housing Board, a corporation established under the Mumbai Housing Board Act, 1948 was seized and possessed of or otherwise sufficiently entitled to all that piece and parcel of land admeasuring 148 Acres and Gunthas or thereabouts equivalent to 6,02,777.11 square metres or thereabouts, bearing Survey No. 106(A) of Village Andheri lying being and situate at D. N. Nagar, Taluka Andheri, Mumbai Suburban District (hereinafter referred to as "the Larger Property") and a portion thereof was further fragmented into Survey No.106-/1A,1/6A .

3. The Government of Maharashtra thereafter constituted the Maharashtra Housing and Area Development Authority ("MHADA") under the Maharashtra Housing and Area Development Authority Act, 1976 ("MHAD Act") and by virtue thereof, the Maharashtra Housing Board came to be dissolved by operation of law.

4. By virtue of the clauses (a) and (b) of Section 189 of the MHAD Act, all the movable and immovable property and interest of whatsoever nature and kind which vested in the erstwhile Mumbai Housing Board was deemed to be transferred to and vested in MHADA, without further assurance, subject to all limitations and conditions and rights or interests of any person, body or authority



and all rights, liabilities and obligations of the Mumbai Housing Board including those arising under any agreement or contract were deemed to be the rights, liabilities and obligations of MHADA. In the circumstances, MHADA was sufficiently seized and possessed of and otherwise became entitled to the Plot.

**A. Title chain of Property (as defined hereinbelow)**

5. The Mumbai Housing Board had built and constructed buildings being Building Nos.9, 12, 13, 14 comprising of a total of 132 tenements ("the Buildings"), on a portion of the Larger Property admeasuring 2734.50 square meters (3534 sq. mtrs., as per the MHADA demarcation plans referred to hereinafter) or thereabouts (including the appurtenant land) and bearing Survey No.106-/1A,1/6A and C.T.S. No. 195 (Part) ("the Plot"), for housing persons belonging to the S.C.S. Income Group for residential purpose. The tenements in the Buildings have been allotted to individual allottees who have formed themselves into a co-operative housing society being Samudra Darshan Co-operative Housing Society Ltd., ("the Society") which is registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and bearing registration No.BOM/HSG/1689 dated 15<sup>th</sup> April 1969.

6. MHADA being the successor of the erstwhile Mumbai Housing Board by operation of law and being the owner and otherwise well and sufficiently entitled to the Plot and the Buildings thereon, at the request of the Society agreed to convey the Buildings by way of sale and to grant the Plot being the piece of land underneath and appurtenant to the Buildings by way of lease to the Society.

7. In pursuance of the above, by and under an Indenture of Lease dated 15<sup>th</sup> January, 1997 made between MHADA (therein referred to as "the Authority") of the One Part and the Society (therein referred to as "the Society") of the Other Part, registered with Sub-Registrar of Assurances at Andheri under Serial No. P BDR-1/47 of 1997, MHADA demised the Plot, being the land underneath the Buildings and appurtenant thereto, by way of lease, unto the Society for a term of 99 years with effect from 1<sup>st</sup> May, 1990 for residential use, for the lease rent and on the terms and conditions therein mentioned. A perusal of a copy of the MHADA demarcation plans with respect to the said Plot shows that the land underneath the Buildings and appurtenant thereto is 3534 square meters instead of 2734.50 square meters. In view thereof, it is presumed that the area of the Plot mentioned in the Indenture of Lease i.e, 2734.50 square meters is erroneous.

8. By and under a Deed of Sale dated 15<sup>th</sup> January, 1997 made between MHADA (therein referred to as "the Authority") of the One Part and the Society (therein referred to as "the Society") of the Other Part, registered with the Sub-

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Registrar of Assurances at Andheri under Serial No. P BDR-1/ 48 of 1997, MHADA conveyed, granted and assured unto the Society therein the Buildings, that is, the residential buildings bearing Nos.9, 12, 13, 14 standing on the Plot and consisting of a total of 132 tenements allotted to individual allottees, for the consideration and in the manner therein contained.

(The Plot and the Buildings are hereinafter collectively referred to as the "Property" and more particularly described in the Schedule hereunder written.)

In the circumstances aforesaid, the Society acquired leasehold right, title and interest in the Plot and ownership rights in respect of the Buildings.

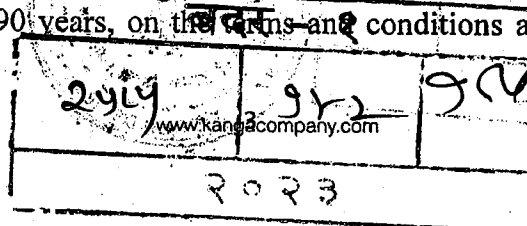
**B. OB 3 and OB 4 (as defined hereinbelow):**

9. The Mumbai Housing Board had also built two office buildings namely Office Building No.3 ("OB3") on a portion of the Larger Property admeasuring 317.67 square meters or thereabouts ("the OB 3 Land") and Office Building No.4 ("OB4") on a portion of the Larger Property admeasuring 364.56 square meters or thereabouts ("the OB 4 Land").

10. By and under an unregistered Deed of Sale dated 18<sup>th</sup> July 2008 made between MHADA (therein referred to as "the Authority") of the One Part and (1) Mr. W. K. Patil and (2) Mrs. B. H. Chheda (therein referred to as "the Purchasers") of the Other Part, the Authority conveyed, granted and assured unto the Purchaser by way of sale the tenement Nos. 2 and 3 in the OB3 standing on the OB 3 Land, in the manner and for the consideration therein contained.

11. By and under an unregistered Indenture of Lease dated 18<sup>th</sup> July, 2008 made between MHADA (therein referred to as "the Authority") of the One Part and (1) Mr. W. K. Patil and (2) Mrs. B. H. Chheda (therein referred to as "the Lessees") of the Other Part, the Authority demised by way of lease unto the Lessees the land underneath and appurtenant to the tenement No. 2 and 3 in the OB 3 which tenements are standing on a portion of the OB 3 Land admeasuring 211.78 square meters (105.89 sq. mtrs and 105.89 sq. mtrs respectively), for a term of 30 years, in the manner and for the lease rent therein contained.

12. By and under an Indenture of Lease dated 5<sup>th</sup> May 2008 made between MHADA (therein referred to as "the Authority") of the One Part and Mr. Maqsood Ahmed Jethwa (therein referred to as "the Lessee") and registered with the Sub-Registrar of Assurances, Andheri under Serial No. BDR-4/3973 of 2008, the Authority demised unto the Lessee the land underneath and appurtenant to tenement No. 1 of OB 3 standing on a portion of the OB 3 Land i.e, 105.89 sq. mtrs., for a term of 90 years, on the terms and conditions and for the rent



therein contained together with a right to construct and develop tenement No.1 thereon.

13. OB 4 standing on the OB 4 Land belongs to MHADA.

**C. Redevelopment of the Property:**

14. By and under an Agreement for Redevelopment dated 8<sup>th</sup> July, 2005 made between the Society (therein referred to as "the Society") of the One Part and Messrs. Shubh Enterprise (therein referred to as "the Developers") of the Other Part, registered with the office of the Sub-Registrar of Assurances at Andheri-1, under Serial No. BDR-15/01898 of 2005, the Society, inter alia, granted to M/s. Shubh Enterprise ("Shubh") development rights in respect of the Property, that is, to develop the Property inter alia, by demolishing the Buildings and to construct a new building/s on the Plot admeasuring 2734.50 sq. mtrs., as also the "additional area" admeasuring 3444.06 square meters comprising of the internal roads, recreation grounds and titbit land relating to the Property by utilising the maximum Floor Space Index ("FSI") available as also the Transferable Development Rights ("TDR") by purchasing from MHADA and/or in the open market, in accordance with the plans and specifications approved by the Municipal Corporation of Greater Mumbai ("MCGM") and to provide a flat to each member of the Society in the new building/s, free of cost, on the terms and conditions contained therein. Shubh was also permitted to sell and transfer the additional units constructed in the new building/s on "ownership basis" and to receive and appropriate the consideration from the prospective purchasers. To this effect, the Society granted Shubh all powers, authorities and an irrevocable license to enter upon the Property for construction. Under the said Agreement for Redevelopment, Shubh agreed to procure the lease in respect of the additional area referred to above, in favour of the Society from MHADA/MCGM alongwith other necessary permissions.

15. In pursuance of the Agreement for Redevelopment dated 8<sup>th</sup> July, 2005, the Society executed an Irrevocable Power of Attorney dated 16<sup>th</sup> August, 2005 in favour of Shubh acting through its Partners and granted all requisite powers and authorities in respect of the redevelopment of an area admeasuring 6178.56 sq. mtrs., being the Plot. The Irrevocable Power of Attorney dated 16<sup>th</sup> August, 2005 is registered with the Sub-Registrar of Assurances, Andheri No. 1 under Serial No. BDR-15/01899 of 2005.

16. The members of the Society had by their individual Consent Letters executed in favour of Shubh consented to the development of the Property by Shubh and confirmed the Agreement for Redevelopment executed by the Society in its favour.

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17. MHADA, by its offer letter dated 20<sup>th</sup> October, 2010 bearing No. CO/MB/Arch/NOC/F-158/6538/10 to the Society in supersession of its earlier offer letter issued to the Society vide letter No.CO/MB/ARCH/NOC/F-716/2663/2005 dated 3<sup>rd</sup> June, 2005 and previously issued No Objection Certificates bearing No.CO/MB/ARCH/NOC/F-716/4067/2007 and No. CO/ MB / ARCH/NOC/F-716/4678/05 dated 1<sup>st</sup> September, 2005 and 7<sup>th</sup> October, 2005, permitted the proposed reconstruction of the existing buildings of the Society under the provisions of the Development Control Regulations for Greater Mumbai, 1991 (as amended) and also permitted additional buildable area on a total plot area admeasuring 6496.23 square meters comprising of the Plot and the adjoining areas including the OB3 Land and OB4 Land.

18. Ultimately, in pursuance of its previous Offer Letters, MHADA by its No Objection letter bearing No.CO/MB/EE-RDC/NOC/F-158/1138/2012 dated 25<sup>th</sup> July, 2012 ("MHADA NOC") confirmed compliance of all requisites for the No Objection Certificate for redevelopment by the Society and granted its No Objection for the redevelopment of the Buildings as per the proposal of the Society. By the No Objection letter MHADA permitted the Society to undertake development on an amalgamated layout of a total area admeasuring 6496.23 square meters comprising of the Property and other adjoining areas viz., the OB 3 Land, the OB 4 Land, additional land and the reserved ground area, on the terms and conditions contained therein. We are informed that the said NOC is valid and subsisting and has not been withdrawn or cancelled.

19. After making the initial payments to MHADA towards the premium for use of the Additional Built Up Area and others as demanded under the Offer Letter, Shubh failed to redevelop the Property. Shubh eventually failed to obtain requisite approvals from MHADA and MCGM for completing the redevelopment of the Property and committed breach of the terms and conditions of the Agreement for Redevelopment dated 8<sup>th</sup> July, 2005. In view thereof, by its letter dated 3<sup>rd</sup> March, 2014 the Society set out the delays and defaults committed by Shubh and demanded that unless considerable progress is achieved by it, the Society is desirous of terminating the said Development Agreement. Shubh, by its letter dated 14<sup>th</sup> March, 2014 informed the Society of its inability to fulfill its commitments including making timely payments of rent to all the members.

20. In the Special General Body Meeting of the Society held on 3<sup>rd</sup> August, 2014, a resolution to terminate the appointment of Shubh as Developer to redevelop the Property and cancel all documents executed in its favour was unanimously approved and passed by the members of the Society. The Society by its letter dated 5<sup>th</sup> August, 2014 informed Shubh about the termination of the

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Agreement for Redevelopment dated 8<sup>th</sup> July, 2005 and called upon it to no longer hold itself as the entity undertaking the redevelopment of the Property.

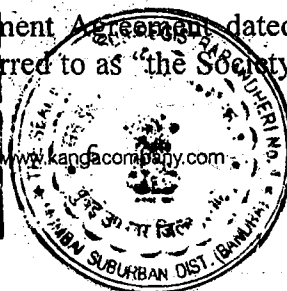
21. By and under a Declaration-cum-Indemnity dated 13<sup>th</sup> August, 2014 executed by Shubh in favour of the Society, Shubh declared and confirmed to have waived all its rights and claims against the Society and its members in respect of the redevelopment of the Property and that Shubh has no objection to the Society appointing a new developer to carry on the redevelopment of the Society.

22. Thereafter, by a Deed of Cancellation dated 16<sup>th</sup> September, 2014 executed between the Society (therein referred to as the "Society") of the One Part and Shubh (therein referred to as the "Developer") of the Other Part and registered before the Sub-Registrar of Assurances at Andheri under Serial No.BDR-17/8413 of 2014, the parties thereto inter alia, cancelled and terminated the Agreement for Redevelopment dated 8<sup>th</sup> July, 2005, the Irrevocable Power of Attorney dated 16<sup>th</sup> August, 2005 and all other documents and writings executed between the Society and Shubh in connection with the redevelopment of the Property including the declarations /consent /letters / affidavits executed by members of the Society in favour of Shubh. By and under the said Deed of Cancellation, Shubh inter alia, declared and confirmed that it had no right, title, interest, claim or demand in the Property and that the Society is entitled to create third party rights therein including appointing developers for the purpose of redevelopment of the Property in the manner it may deem fit. Shubh further declared and confirmed that it has not encumbered or charged the development rights in its favour in the Property for availing any financial assistance from any banks, financial institutions or any other person or entity and that notwithstanding the same, if any loans or financial assistance is availed of by it, it shall be Shubh's sole responsibility and liability to repay such loans and all other amounts payable thereunder without affecting the Property, the Society and/or its members in any manner whatsoever.

23. In the Special General Body Meeting held on 5<sup>th</sup> October, 2014 the members of the Society considered and accepted the offer made by Samudra Darshan Gruhpravesh LLP, a Limited Liability Partnership formed under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at B-106, Concord, 2<sup>nd</sup> Cross Lane, Lokhandwala Complex, Andheri (West), Mumbai - 400 053 ("the LLP") and further, unanimously resolved to appoint the LLP as the new developer for undertaking the redevelopment of the Property. The Society also empowered its Managing Committee to execute and register the Development Agreement and the Irrevocable Power of Attorney therewith in favour of the LLP.

24. By and under a Development Agreement dated 21<sup>st</sup> October, 2014 made between the Society (therein referred to as "the Society") of the First Part and the

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LLP (therein referred to as "the Developer") of the Second Part, registered with the Sub-Registrar of Assurances, Andheri No. 1 under Serial No. BDR-17/8490 of 2014, the Society, inter alia, granted irrevocable rights to develop the Property and the OB 4 Land in amalgamation with the adjoining areas as permitted by the MHADA NOC by demolishing the existing Buildings and to construct new building/s on the Plot, to use and utilise the maximum development potential available on the Plot in accordance with the MHADA NOC as well as any additional FSI that may be made available for consumption on the Plot, to provide a flat to each member of the Society in the new building, free of cost, to sell and transfer the additional units constructed in the new building/s on "ownership basis" and to receive and appropriate the consideration from the prospective purchasers and for such other consideration and on the terms and conditions therein contained. The Society also handed the LLP the quiet, vacant and peaceful possession of the Property.

25. In pursuance of the Development Agreement dated 21<sup>st</sup> October, 2014, the Society executed an Irrevocable Power of Attorney dated 21<sup>st</sup> October, 2014 in favour of the LLP acting through its Partners viz., Mr. Vishal Ratanghayra and Mr. Gurminder Singh and granted all requisite powers and authorities in respect of the redevelopment. The Irrevocable Power of Attorney dated 21<sup>st</sup> October, 2014 is registered with the Sub-Registrar of Assurances, Andheri No. 1 under Serial No. BDR-17 IV/8491 of 2014.

26. Each of the members of the Society by their separate Declarations-cum-Indemnity inter alia, confirmed the appointment of the LLP as the developer, the execution of the Development Agreement and Irrevocable Power of Attorney both dated 21<sup>st</sup> October, 2014 in favour of the LLP and further agreed to comply with the terms and conditions thereunder.

**D. Litigation**

27. The LLP has informed that the following litigation is pending against it before the National Consumer Disputes Redressal Commission, New Delhi, the details whereof are given hereinbelow:

- (a) Consumer Complaint bearing No.483 of 2014: The Complainant, Mr. Ranjit Hegde has filed the said Complaint bearing No. 483 of 2014 before the National Consumer Disputes Redressal Commission, New Delhi against Shubh, the LLP and the Society inter alia contending that ~~Shubh~~ had by an allotment letter executed in his favour, allotted a residential flat in the new building constructed on the Property. The Complainant has inter alia prayed for reliefs for directing Shubh, the LLP and the Society to provide

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flat in accordance with the terms of the allotment letter or in the alternative pay damages. The LLP who has also been joined as a party respondent has filed its reply in the aforesaid proceedings *inter alia* contending that Mr. Hegde has failed to make out any case against the LLP and is therefore not entitled to any reliefs as sought by him against the LLP. The said Complaint is pending for hearing and final disposal;

- (b) Consumer Complaint bearing No.484 of 2014: The Complainant, Mrs. Yashoda Shetty, a member of the Society, through her Constituted Attorney Ms. Yogeisha Shetty has filed a Complaint bearing no. 484 of 2014 before the National Consumer Disputes Redressal Commission, New Delhi against Shubh, the LLP and the Society *inter alia* contending that Shubh has defaulted in making payments due to the Society's members and has carried on unauthorized construction on the Property and has *inter alia* prayed for directions to Shubh, the Society and the LLP to provide her a flat admeasuring 650 square feet or thereabouts. The LLP has filed its reply in the aforesaid proceedings *inter alia* stating that (i) Mrs. Shetty being a member of the Society has attended and voted in the Special General Body Meetings in which resolutions for terminating Shubh's appointment as the developer and appointment of the LLP as the new developer were passed and (ii) the contractual obligations of the LLP towards the members of the Society are subsisting and that the LLP is ready and willing to fulfil such obligations. The said Complaint is pending for hearing and final disposal.

**E. PR Cards, Searches and Public Notices:**

28. We have perused the Property Register Cards in respect of the CTS No.195 and CTS Nos.195/1 to 138. The Larger Property bearing CTS No.195 is shown in the name of "Maharashtra Housing Board". However, the name of the Society has not been mutated and/or recorded as the Lessee in the Property Register Card in respect of the Plot demised in favour of the Society under the Indenture of Lease dated 15<sup>th</sup> January, 1997. The Plot is not sub-divided and is consequently shown to be a part of the Larger Property.

29. We have caused searches to be conducted in the offices of the concerned Sub-Registrar of Assurances at Bandra and Mumbai for the last 45 years and also in the revenue records maintained in respect of the Property alongwith the Additional Area/Tit-Bit Plot (including the mutations in respect of AakarPhodPatrak and Kami-JastPatrak) since the year 1931, through Mr. D.K.Patil who has submitted his report dated 15<sup>th</sup> July, 2014. No adverse entries, claims or

बदर - १		
2464	980	920
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- (b) By its letter dated 14<sup>th</sup> May, 2015, Shubh has claimed compensation/reimbursement of expenses from the Society and the LLP for the work done by it on the Property. Shubh has accepted its failure and inability to redevelop the Property. The Society has by a unanimous resolution passed in its Special General Body Meeting held on 23<sup>rd</sup> February 2014 terminated the appointment of Shubh as the developer to redevelop the Property, which termination Shubh had accepted unconditionally and in pursuance thereof has executed Deed of Cancellation of all the agreements and writings executed by the Society in its favour. Additionally, as mentioned hereinabove, by and under a Declaration-cum-Indemnity dated 5<sup>th</sup> April, 2014 executed by Shubh in favour of the Society, Shubh has declared and confirmed to have waived all its rights and claims against the Society and its members in respect of the redevelopment of the Property. In our view therefore, the claim and objection received from Shubh in respect of the Property is false, unjustified and does not survive against the Property. In the circumstances, the LLP has by our letter dated 18<sup>th</sup> June, 2015 refuted, waived, rejected and abandoned the claim and objection received from Shubh in response to our public notices.
- (c) The said Mr. Ranjit Hegde and Mrs. Yashoda Shetty have also notified their objections in respect of the Consumer Complaints mentioned above, in response to the public notices.

**F. Declaration-on-title**

31. The LLP through its Designated Partner, Mr.Gurminder Singh, has represented to us that:

- (i) the LLP has been validly formed and constituted under the provisions of the Limited Liability Partnership Act, 2008;
- (ii) the area of the Plot i.e, the land underneath and appurtenant to the Buildings is erroneously mentioned as 2734.50 square meters instead of 3534 square meters in the Indenture of Lease dated 15<sup>th</sup> January, 1997;
- (iii) the conveyance in respect of the OB4 Building and lease in respect of the land underneath and appurtenant thereto i.e, OB4 Land, is yet to be obtained in favour of the Society;

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- (iv) there are no mortgages, charges, liens, encumbrances of any nature subsisting on the Property and/or the development rights granted to the LLP;
- (v) save and except the Consumer Complaint Nos.483 of 2014 and 484 of 2014, there is no other litigation against the Property and/or the LLP nor are they subject to any dispute or attachment either before or after judgment nor is there any restraining order or injunction passed by any court or authority pertaining to the Property or any part thereof or on the development rights granted to the LLP;
- (vi) all the title deeds, documents and writings in favour of the Society as also the MHADA Allotment Letters, No Objection Letters, demarcation plans, etc., with respect to the Property are valid and subsisting and have not been cancelled/terminated or threatened to be cancelled or terminated;
- (vii) the Development Agreement and the Irrevocable Power of Attorney both dated 21<sup>st</sup> October, 2014 executed in favour of the LLP are valid and subsisting and have not been cancelled/terminated or threatened to be cancelled or terminated at any point of time;
- (viii) the rights under the Development Agreement and the Irrevocable Power of Attorney both dated 21<sup>st</sup> October, 2014 have not been assigned or transferred by the LLP nor has it entered into any agreements, memorandum of understanding or any other writing creating third party rights therein;
- (ix) the powers and authorities granted under the Irrevocable Power of Attorney to the LLP in connection with the redevelopment of the Property have been not been revoked or altered any time; and
- (x) the LLP is in physical possession of the Society's property in pursuance of the Development Agreement executed in favour of the LLP.

**G. Conclusion:**

32. In our view, Samudra Darshan Gruhpravesh LLP is entitled to undertake redevelopment on the amalgamated layout of a total area admeasuring 6496.23 square meters comprising of the Property and other adjoining areas in pursuance of the Development Agreement dated 21<sup>st</sup> October, 2014 and the MHADA NOC, by demolition of the existing buildings thereon, to construct new building/s

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thereon and to deal with the surplus area in the manner as provided under the Development Agreement dated 21<sup>st</sup> October, 2014. Subject to the above and based on the representations made to us, in our opinion,

- (i) the Society viz. Samudra Darshan Co-operative Housing Society Limited is entitled to the leasehold right, title and interest in the said Plot and is the owner of the Buildings viz., Building Nos. 9, 12, 13 and 14 standing on the said Plot and
- (ii) Samudra Darshan Gruhpravesh LLP is entitled to the development rights of the Property as described in the Schedule hereunder written, to develop the Property in accordance with and subject to the terms and conditions of the MHADA NOC and its title to the said development rights, is clear and marketable.

**THE SCHEDULE REFERRED TO ABOVE**

*(Description of the "Property")*

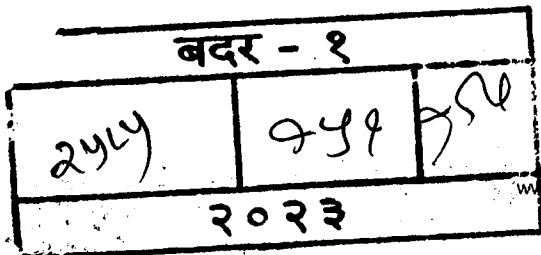
All those pieces and parcels of land admeasuring in the aggregate 2734.50 sq. metres (3534 square meters as per the MHADA demarcation plans), bearing Survey No.106-A (part) and corresponding C.T.S. No.195 (part) situate at D. N. Nagar, Village Andheri, Taluka Andheri, Mumbai Suburban District, together with the building/structures standing thereon bearing Nos.9, 12, 13 and 14 and bounded as follows:

On or towards the EAST:	By Building No. C-5, Building No. C-6 and Building No. 8
On or towards the WEST:	By 12.20 mt wide Road, Building No.10 and Building No.11
On or towards the NORTH:	By 12.20 mt wide Road, Building No. 11 and Building No. C-6
On or towards the SOUTH:	By 12.20 mt wide Road.

Dated this 9th day of July, 2015.

Kanga and Company,

*S/Sampat*  
Partner



# ANNEXURE - I



## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51800014518**

Project: **PLATINUM LIFE** , Plot Bearing / CTS / Survey / Final Plot No.: **195 PT, SURVEY NO 106/1A, 1/6Aat Andheri, Andheri, Mumbai Suburban, 400053;**

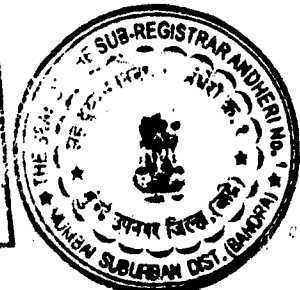
1. **Samudra Darshan Gruhpravesh Llp** having its registered office / principal place of business at *Tehsil: Andheri, District: Mumbai Suburban, Pin: 400058.*
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **08/12/2017** and ending with **30/12/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Dr. Vasant Premchand Prabhu  
(Secretary, MahaRERA)  
Date: 09-09-2021 13:31:38

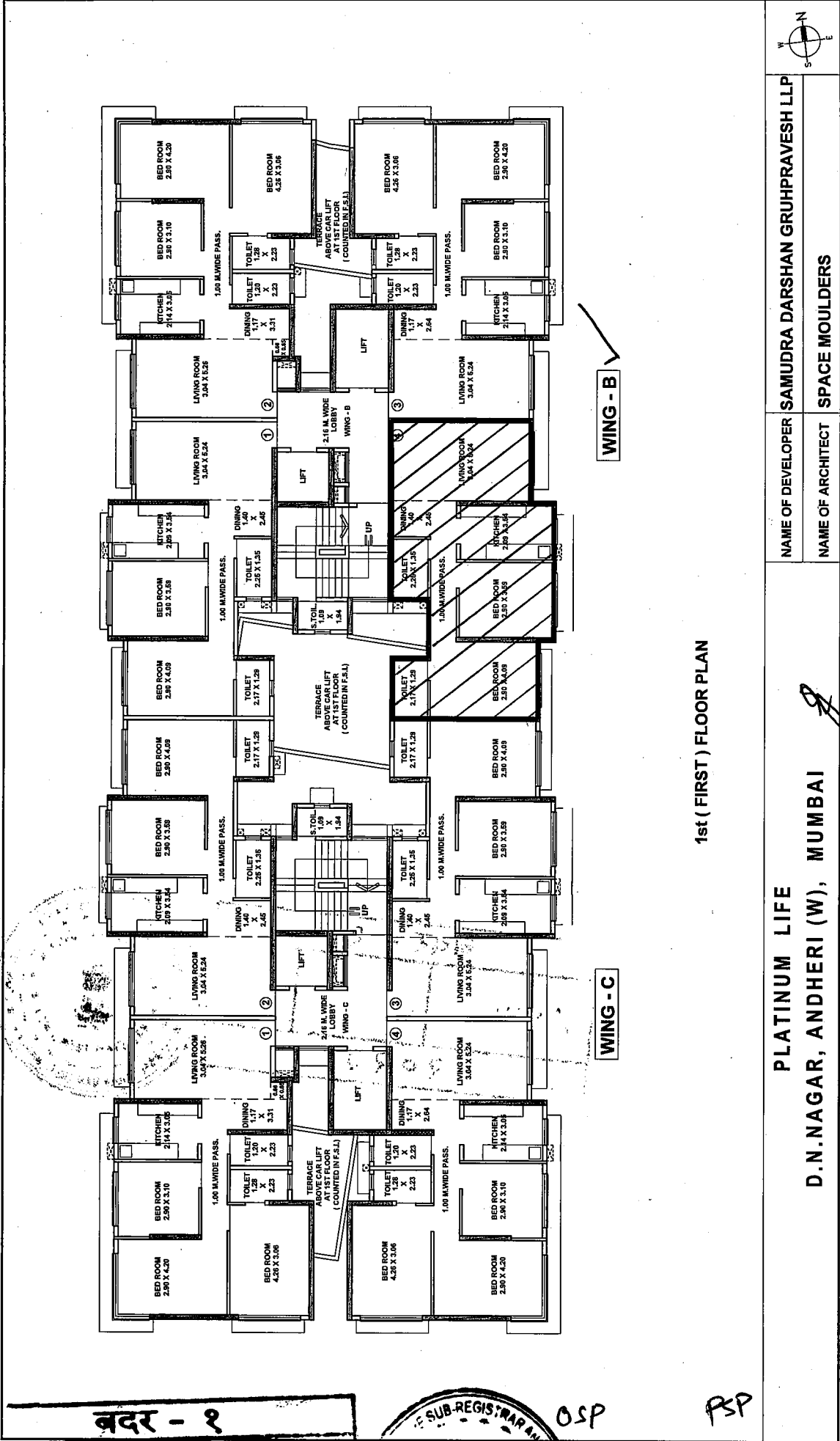
Dated: **09/09/2021**  
Place: **Mumbai**

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

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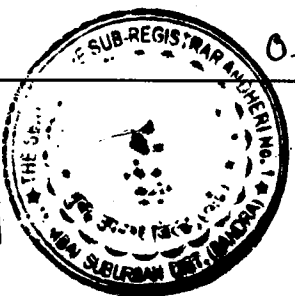


ANNEXURE - 'J'



1st (FIRST) FLOOR PLAN

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PLATINUM LIFE D.N.NAGAR, ANDHERI (W), MUMBAI	NAME OF DEVELOPER SAMUDRA DARSHAN GRUHPRAVESH LLP	
	NAME OF ARCHITECT SPACE MOULDERS	

**ANNEXURE 'J1'**

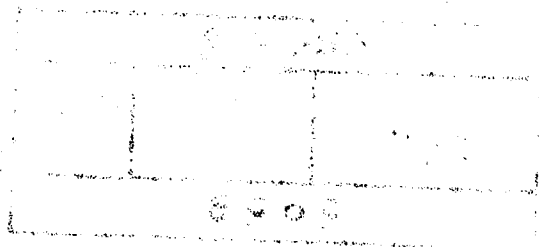
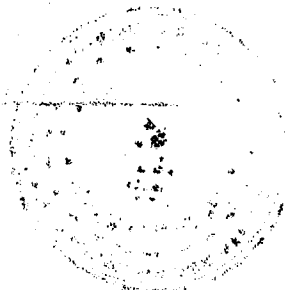
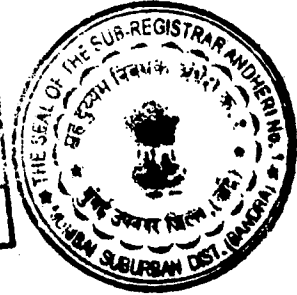
Platinum Life, Flat No. 104 , Wing - B on the 1<sup>st</sup> Floor, admeasuring approximately 61.78 square meters carpet area (excluding the area of the balconies) (as per the definition of the term "carpet area" under Section 2 (k) of RERA); and in addition thereto having an attached/enclosed balcony with an area of 0.00 square meters carpet area, thus aggregating to an area of 61.78 square meters, in the Second Building out of the Proposed Buildings to be constructed on the Larger Land as more particularly described in the First Schedule hereinabove written. It is clarified that the carpet area as mentioned hereinabove (excluding the area of balcony) is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

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**ANNEXURE 'K'**

**DETAILS OF CONSIDERATION AND INSTALLMENTS OF CONSIDERATION**

1. The total consideration (purchase price) payable by the Purchaser/s to the Developer in respect of the said Flat shall be **Rs. 2,16,30,290/ - (Rupees Two Crore Sixteen Lakh Thirty Thousand Two Hundred Ninety Only)**.
2. All cheques, pay orders, demand drafts issued towards sale bookings, allotment receipts and/or installments by the Purchaser/s in respect of Consideration Value shall be issued favouring "SAMUDRA DARSHAN GRUHPRAVESH LLP Escrow Account' bearing account no. **5750000081764**" with HDFC Bank or in such other name as may be communicated to the Purchaser/s in writing by the Developer.
3. The Purchaser/s has/have already paid to the Developer a sum of **Rs. 35,30,290/ - (Rupees Thirty Five Lakh Thirty Thousand Two Hundred Ninety Only)** out of the Consideration Value and the balance amount of **Rs. 1,81,00,000/ - (Rupees One Crore Eighty One Lakh Only)** (hereinafter referred to as "**the Balance Consideration**") is still to be paid by the Purchaser/s to the Developer.
4. The Total Consideration is to be paid by the Purchaser/s to the Developer in the following installments:

<b>Payments to be made in the following manner</b>	<b>Amount to be paid</b>
Amount paid by the Purchaser/s to the Developer prior to the execution hereof (the payment and receipt whereof the Developer doth hereby admit and acknowledge).	<b>Rs. 35,30,290/ -</b> (Rupees Thirty Five Lakh Thirty Thousand Two Hundred Ninety Only)
Amount to be paid by the Purchaser/s to the Developer simultaneously against the execution hereof	<b>Rs. 1,59,36,970/ -</b> (Rupees One Crore Fifty Nine Lakh Thirty Six Thousand Nine Hundred Seventy Only)
On Completion of Internal Electrical, Internal & External Plumbing, External Plaster, Staircase , Lobbies upto the Floor Level of the Apartment.	<b>Rs. 10,81,515/ -</b> (Rupees Ten Lakh Eighty One Thousand Five Hundred Fifteen Only)

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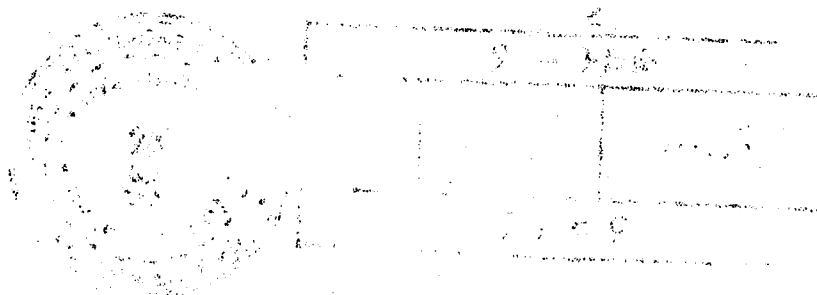


On hand over of possession of Apartment or on receipt of OC or BCC whichever is earlier	<b>Rs. 10,81,515/ -</b>  (Rupees Ten Lakh Eighty One Thousand Five Hundred Fifteen Only)
<b>TOTAL</b>	<b><u>Rs. 2,16,30,290/ -</u></b>

**Total Amount in Words: Rupees Two Crore Sixteen Lakh Thirty Thousand Two Hundred Ninety Only.**

OSP P.P. [Signature]

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## ANNEXURE 'L'

### LIST OF THE SAID AMENITIES AND FACILITIES

#### PART A

#### COMMON AMENITIES AND FACILITIES FOR THE PROPOSED BUILDINGS

- RCC framed structure with transfer girder system and raft foundation
- Underground Basements with RCC retaining walls for mechanical car parking
- Mechanical stack parking at ground / stilt level
- Paving at ground / stilt area with landscape lights
- Well-designed compound wall and entrance gates
- Well-decorated air-conditioned entrance lobbies for each wing
- Passenger lifts of reputed make
- Swimming Pool, Club house and Gymnasium area as permissible by statutory authorities
- CCTV and Intercom system
- Planters and open-to-air seating at common R.G. and terrace level
- Multipurpose Court
- Children's Play Area
- Senior Citizen's Corner
- Indoor Games
- Party Deck/Zone
- Yoga Zone
- Provision for Rain Water Harvesting system
- Provision for Sewage treatment plant (STP)

#### PART B

#### SPECIFICATIONS, AMENITIES FIXTURES, FITTINGS, AND AMENITIES TO BE PROVIDED IN THE SAID FLAT

- Imported Marble Flooring
- Main entrance flush door with safety lock and quality branded hardware
- Marble/Granite/Wooden jambs for doors and windows
- Anodized/Powder coated aluminium sliding/openable windows
- POP/Gypsum finished Internal walls with quality paint
- Granite/Quartz cooking/preparation platform in kitchen with 2 feet height Dado
- Stainless steel sink and cooking hob/stove, chimney of reputed make in kitchen
- Storage cabinets under platform counter and overhead storage shelves in kitchen
- Designer tiles of reputed make in bathroom(s)
- Provision for water purifier connection in kitchen
- Provision for geyser and exhaust fan connection in kitchen and bathroom(s)
- European WC, Washbasin and C.P. fittings of reputed make in bathroom(s)
- Concealed UPVC/ CPVC/ GI plumbing
- Provision for Air-Conditioners
- Concealed copper wiring and electrical points
- Provision for Telephone and Cable TV points
- Modular switches and plug points of reputed make

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**Annexure 'M'**

**Amounts to be paid by the Purchaser/s to the Developer as per Clause 19.1  
of the Agreement**

1. A sum of Rs. 500/ - towards acquiring the shares of the Society and entrance fee of Rs. 100/ - for the admission of the Purchaser/s to the Society and a corpus fund of Rs. 1,00,000/ -, totaling to Society charges of **Rs. 1,00,600/ -** (Rupees One Lakh Six Hundred Only).
2. A sum of **Rs. 20,000/ -** (Rupees Twenty Thousand Only) towards legal and documentation charges (Non-Refundable);
3. A sum of **Rs. 1,00,000/ -** (Rupees One Lakh Only) towards club membership charges (Non-Refundable);
4. A sum of **Rs. 30,000/ -** (Rupees Thirty Thousand Only) towards charges for water meter and electric meter, costs of electric sub-station and cables and other utility deposits (Non-Refundable);
5. A sum of **Rs. 1,43,640/ -** (Rupees One Lakh Forty Three Thousand Six Hundred Forty Only) as a deposit towards provisional maintenance charges for 18 (Eighteen) months in advance, commencing 7 (Seven) days after notice in writing is given by the Developer to the Purchaser/s that the said Flat, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Flat. After the completion of the initial 18 (Eighteen) months as aforesaid or exhaustion of the said deposit amount (whichever is earlier), the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Flat and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance till handover of the management of the Proposed Buildings to the Society to the Developer and thereafter to the Society; and the Purchaser/s shall not withhold the same for any 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;
6. Balance of all taxes including but not limited to GST if any, applicable towards the items mentioned hereinabove ~~above~~ and otherwise in the Agreement. Time as to payment of the aforesaid amounts shall be of the essence of this Agreement.

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# सह दुय्यम निबंधक अंधेरी क्र. १ यांचे कार्यालय

दुसरा मजला, एम.टी.एन.एल. इमारत, लल्लुभाई पार्क, पारसी कॉलनी, अंधेरी (पश्चिम), मुंबई ४०० ०५८.

ई-मेल : andheribandra0@gmail.com

जा.क्र.सदुनिअं-1/ज्ञोनप्रमाणपत्र/मौजे-अंधेरी/388/2021

दिनांक : १६/३/२०२१

प्रति,

चेअरमन / सेक्रेटरी

समुद्र दर्शन को ऑप हौ सोसा लि,

मुंबई.

विषय :- मुल्यदर विभाग निश्चिती करून मिळणेबाबत.

मौजे-अंधेरी, ता-अंधेरी येथील सी.टी.एस.नं.195 पै, स.नं.106-अे डि एन नगर. (एलआजी-जे-9, 12, 13 व 14)

संदर्भ :- 1.आपला दिनांक 21/09/2020 रोजीचा अर्ज.

2.या कार्यालयाचे जा.क्र.सदुनिअं-1/ज्ञोन दाखला/418/2020 दि.30/09/2020 रोजीचे पत्र.

3 मा.उपसंचालक, नगर रचना, मुंबई प्रदेश (मुल्यांकन), मुंबई यांचे जा.क्र.उसंनर मुंप्र(मु)मु/171 दि.05/03/2021 रोजीचे पत्र. कार्यालयास प्राप्त दि.16/03/2021

उपरोक्त विषयांकित संदर्भिय पत्रास अनुसरून आपणास कळविण्यात येते की, मौजे-अंधेरी, ता-अंधेरी येथील सी.टी.एस.नं.195 पै, स.नं.106-अे डि एन नगर. (एलआजी-जे-9, 12, 13 व 14) हि मिळकत वार्षिक मुल्यदर तक्ते सन 2020-21मध्ये दोन मुल्यदर विभागात दर्शविण्यात आली असल्याने या मिळकतीचे मुल्य विभाग निश्चित करून मिळणेबाबत संदर्भिय पत्र क्र.1 अन्वये विनंती अर्ज सादर करण्यात आला होता. व त्याअनुषंगाने या कार्यालयाने आपला अर्ज संदर्भिय पत्र क्र.2 अन्वये मा.उपसंचालक, नगर रचना, मुंबई प्रदेश (मुल्यांकन) यांचे कार्यालयाकडे मार्गदर्शनाकरिता सादर करण्यात आला होता.

उपरोक्ताबाबत मा.उपसंचालक, नगररचना, मुंबई प्रदेश (मुल्यांकन) यांचे संदर्भिय पत्र क्र.3अन्वये आपले अर्जासोबत जोडलेली कागदपत्रे व उपलब्ध अभिलेखानुसार छाननी करून, मौजे-अंधेरी, ता-अंधेरी येथील सी.टी.एस.नं.195 पै, स.नं.106-अे डि एन नगर. (एलआजी-जे-9, 12, 13 व 14) ही मिळकत सन 2020-21 चे वार्षिक मुल्यदर तक्तेमध्ये मुल्यदर विभाग क्र.39/198 मध्ये निश्चित करण्यात आला आहे. सदर बाब हि या प्रकरणाशीच संबंधीत आहे. सबब येणेप्रमाणे आपल्या मिळकतीबाबत संदर्भिय पत्र क्र.3 च्या निर्देशानुसार कार्यवाही करावी.

सोबत : संदर्भिय पत्र क्र.3 ची प्रत माहितीकरीता.

आपला विश्वासू,

(रविराज दि.सुपेकर)

प्र.सह दुय्यम निबंधक अंधेरी क्र.1

मुंबई उपनगर जिल्हा

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महाराष्ट्र शासन  
नगर रचना आणि मूल्यनिर्धारण विभाग  
उपसंचालक नगर रचना, मुंबई प्रदेश (मूल्यांकन), मुंबई  
जुने जकात गृह, डि. डि. इमारत, पहीला मजला, शहीद भगतसिंग मार्ग, फोर्ट, मुंबई - 400 023.

दूरध्वनी क्र 022-22690368

Email ID: ddt@mumbai@gmail.com

जा.क्र. उर्सनरमुप्र(मु)म/ 171

दिनांक:- 5/3/2021

प्रति,

सह दुय्यम निबंधक, अंधेरी क्र.1,  
मुंबई उपनगर जिल्हा.

विषय:- मूल्यदर विभाग निश्चित करून मिळणेबाबत.  
मौजे अंधेरी, ता. अंधेरी जि. मुंबई उपनगर, सर्व्हे क्र. 106-ए,  
सि.टी.एस.क्र. 195(पे), डी.एन. नगर मधील मिळकत  
(LIG-J-9, 12, 13 व 14)

संदर्भ:- आपले पत्र क्र. सदुनि.अं.1/झोन दाखला/417/2020, दि. 30/09/2020.

उपरोक्त संदर्भिय पत्र क्र. 1 अन्वये मौजे अंधेरी, ता. अंधेरी येथील सर्व्हे क्र. 106-ए, सि.टी.एस.क्र.195(पार्ट) ही मिळकत वार्षिक मूल्यदर तक्ते सन 2020-21 मध्ये दोन मूल्यदर विभागात समाविष्ट असल्याने या मिळकतीचे मूल्य विभाग निश्चित करून मिळणेबाबत या कार्यालयास विनंती केली आहे.

मा. सहसंचालक नगर रचना, मूल्यांकन, महाराष्ट्र राज्य, पुणे याचेकडून प्राप्त मार्गदर्शन विचारात घेता, तसेच विषयांकित समुद्र दर्शन को. ऑप. हौ. सो. लिमिटेड यांचे इमारती बाबत संदर्भिय पत्रासोबत प्राप्त कागदपत्रे व उपलब्ध अभिलेखानुसार छाननी केली असता, सि.टी.एस. क्र. 195 पे. (LIG-J-9, 12, 13 व 14) ही मिळकत कमी उत्पन्न गट या प्रकारामध्ये समाविष्ट होत असल्याने उक्त इमारती खालील क्षेत्राकरिता 39/198 हा मूल्यदर विभाग निश्चित होत आहे. LIG इमारत क्र. 3 व 4 बाबत उपलब्ध अभिलेखानुसार छाननी केली असता कोणतेही तपशील उपलब्ध झाला नसल्याने सदर इमारतीबाबत मूल्यदर विभाग निश्चिती करणे शक्य होत नाही.

तथापी LIG व कमी उत्पन्न गटातील सदनिकांसाठी मूल्यविभाग 39/198 चे दर लागू केल्यावर सुचना क्रमांक 38 प्रमाणे 10% / 5% वजावट लागू होणार नाही याबाबत नोंद घ्यावी.

तथापी, LIG/ MIG क्षेत्राबाबत महाराष्ट्र गृहनिर्माण प्राधिकरण याचेकडून प्रमाणपत्र प्राप्त करून त्याआधारे खातरजमा करून घेऊन पुढील कार्यवाही करण्यात यावी.

बदर - १		
244	940	940
२०२३		



(जयश्रीराणी बा. सुर्वे)  
प्र. उपसंचालक, नगर रचना,  
मुंबई प्रदेश (मूल्यांकन), मुंबई

## मालमत्ता पत्रक

विभाग/मौजे -- अंधेरी तालुका/न.भु.मा.का. -- न.भू.अ.अंधेरी जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन प्लॉट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ

१९५/१

५१२५.०

आय

सुविधाधिकार

हक्काचा मुळ धारक महाराष्ट्र हाऊसिंग बोर्ड वर्ष

पट्टेदार

इतर भार

इतर श्रे

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्करण

तपासणी करणारा -

खरी नक्कल -

न.भू.अ.अंधेरी

मुंबई उपनगर जिल्हा

अर्ज क्रमांक... ३६६२	एकूण शेती... १
अर्ज स्वीकारण्याची तारीख: ३१/५/१९	नक्कल तयार करणारी तारीख: २०
नक्कल तयार करणारी तारीख: १५/६/१९	कारणावळ... २
नक्कल दिलेली तारीख: २१/६/१९	एकूण शुल्क... २२
नक्कल तयार करणारा: स.ग.अ.क	
नक्कल तपासणी करणारा: ...	



खरी नक्कल

प्रमुख लिपिक  
नगर भूमापन अधिकारी अंधेरी

नगर भूमापन अधिकारी अंधेरी

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*P. Kelekar*  
SPACE MOULDERS  
281/282, Madhav Nagar-I,  
Goregaon (West),  
Mumbai-400 104

बंदर - १		
२५५	१६१	१५६
२०२३		



## मालमत्ता पत्रक

विभाग/मोजे -- अंधेरी

तालुका/न.भू.मा.का. -- न.भू.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन रकमीक/फा.प्लॉ.नं. शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

१९५/२/अ

५१८६.७  
-३३३.१  
-----  
४८५३.६

ह-१

सुविधाधिकार

हलकाचा मुळ धारक वर्ष महाराष्ट्र हाऊसिंग बोर्ड

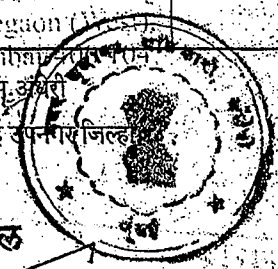
पट्टेदार

इतर भार

इतर शेर

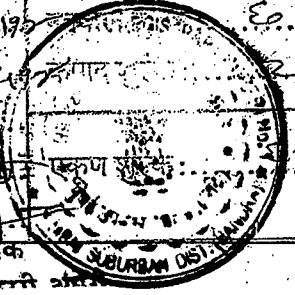
दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्करण
०३/१०/१९९१	S.I - मा. जिल्हाधिकारी मुंबई उपनगर मुंबई चौचेकडील आदेश क्र.सी. / कार्या -७ / पो.वि/ एस्.आर ६८४ दि. १९/७/७१ चे पोटविभाजन करणेबाबतचे मंजूर आदेशान्वये व या कार्यालयाकडील आदेश क्र.न.भू. अंधेरी /नं.भू.क्र १९५/२/९१ दि. ३/१०/९१ अन्वये न.भू.क्र १९५/२ चे मिळकत पत्रीकेवर दाखल असलेले एकूण ४८५३.६ चौ.मी क्षेत्रात मंजूर पोट विभाजन आदेशानुसार पोटविभाजन केले व ३३३.१ चौ.मी क्षेत्राची नवीन मिळकत मिळकत पत्रिका उघडली त्यास नवीन न.भू. क्र १९५/२ ब असा नमूद केला व मूळ न.भू.क्र.१९५/२ चे मिळकत पत्रीकेचा शेज बंदलून त्यास न.भू.क्र. १९५/२ अ असा दुरुस्त वेला.			सही- ०५/१०/१९९१ जि.नि.भू.अ.तथा न.भू. अ.क्र.४
२९/०१/२००७	अर्ज,जबाब सहा.जिल्हा निबंधक वर्ग -२ मुंबई उपनगर जिल्हा चौचे-सुचि क्रमांक II११४०/वड/९२ दि. १२/११/९२ दि.११/८९ व इकडील आदेश क्रमांक/न.भू.अंधेरी/न.भू.क्र १९५/२ अ पै १/०७ दि. १/१०/७ अन्वये दि.१/११/८९ पासून ९० वर्षांचे मुदतीकरीता भाडे पट्टेदार संदरी नांव दाखल केले.		पट्टेदार :- " डी.एन.नगर स्नेह को.ऑप होसींग/ सोसायटी लिमिटेड " [क्षेत्र ५७७.५१ चौ.मी.]	फेरफार क्र.१४१ प्रमाणे सही- २९/१/०७ न.भू.अ.अंधेरी

**TRUE COPY**  
*Delekar*  
**SPIC MOULDERS**  
28/229, Matlal Nagar-1,  
Goregaon (W),  
Mumbai



खरी नक्कल  
नगर भूमापन अधिकारी  
अंधेरी

तपासणी करणारा -	खरी नक्कल -
अर्ज क्रमांक: ३६५२	एकूण पत्री: ३
अर्ज स्वीकारलेल्या दि. २९/११/९२	६
नक्कल दि. २९/११/९२	२
नक्कल तयार दि. २९/११/९२	२
नक्कल तपासणी करणारा -	२





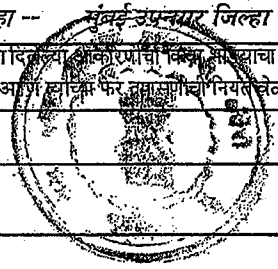
## मालमत्ता पत्रक

विभाग/मोजे -- अंधेरी

तालुका/न.भू.मा.का. -- न.भू.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक / फा. प्लॉ. नं.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिवल्यानंतराचो कित्याक तपशील आनी खातीर तपासणीची नियत वेळ
१९५/२/ब			३३३.१	ह-२	
सुविधाधिकार					
हक्काचा मुळ धारक वर्ष		महाराष्ट्र हाऊसिंग बोर्ड			
पट्टेदार					
इतर भार					
इतर शेरें					



दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (ध) पट्टेदार (प) किंवा भार (भा)	साक्षात्कृत
०३/१०/१९९१	मा. जिल्हाधिकारी मुं. उप.मुं यांचे कडील आदेश क्र.सी/कार्या-७/ पो.वि/ एस्.आर.६८४ दि. १९/७/९१ चे पोटविभाजन मंजूर आदेश व.मा इस्टेट मॅनेजर (W) म.हौ.बोर्ड. मुंबई यांचेकडील No.८४९ दि.२०/५/७० चा. ताबा पावती व या कार्यालयाकडील आदेश क्र.न.भू.अंधेरी/न.भू.क्र १९५/२/९१ दि.३/१०/९१ अन्वये ३३३.१ चौ.मी क्षेत्राची नवीन मिळकत पत्रिका उघडली व त्यात नवीन न.भू.क्र १९५/२ ब असा नमूद केला.		(H) डॉ. श्रीमती नलिनीताई एन्. चव्हाण	सही - ०५/१०/१९९१ जि.नि.भू.अ. तथा न.भू.अ.क्र. ४ मुंबई
२८/०४/१९९२	अर्जदार डॉ. श्रीमती नलिनीताई एन्. चव्हाण यांचा दिनांक २४/१२/९१ चा अर्ज दिनांक १३/३/९२ रोजी दिलेला सत्य प्रतिज्ञेवर जबाब व दिनांक २८/४/९२ चे हमी पत्र (Indemnity Bond) व या कार्यालयाकडील आदेश क्र.न.भू.अंधेरी न.भू.क्र १९५/२ब/९२ दिनांक २८/४/९२ अन्वये कब्जेदार सदरी नांव दाखल.		(H) श्री. नारायणराव संखाराम चव्हाण	सही - २८/०४/१९९२ जि.नि.भू.अ. तथा न.भू.अ.क्र. ४ मुंबई
२०/१२/२०००	मा.अ.भू.अ. मुंबई उपनगर जिल्हा यांचेकडील क्र.न.भू.स./३अ/अंधेरी/न.भू.क्र १९५/२अ, २ब/२०००/१९६१ दि. २४/१०/२००० चे पुनर्विलोकन आदेशान्वये अर्जदार यांचा दिनांक २७/१२/२००० चा अर्ज व दिनांक २०/१२/२००० ची पंचयादी व इकडील आदेश दि. २०/१२/२००० अन्वये न.भू.क्र १९५/२ ब या मिळकत पत्रिकेवरील दि. ३/१०/९१ व दि. २८/४/९२ च्या नोंदी रद्द करून धारक सदरी महाराष्ट्र हाऊसिंग बोर्ड व पट्टेदार सदरी डॉ श्रीमती नलिनीताई एन्. चव्हाण व श्री नारायणराव संखाराम चव्हाण यांची नावे दाखल करून सत्ता प्रकार एच-२ केला.		पट्टेदार- १) श्रीमती नलिनीताई एन्. चव्हाण [२) श्री. नारायणराव संखाराम चव्हाण]	सही - २०/१२/२००० जि. भू. अ. अंधेरी
१२/०६/२००६	श्री. नारायण संखाराम चव्हाण हे दि.६.१.०६ रोजी मरुत झालेने अर्जदार यांनी मृत्युचा मुळ दाखला व वारसाबाबत शतीपुती बंदपत्र सादर केलेने पट्टेदार सदरी सामाईक दाखल असलेले नांव कमी केले.			सही - श्री. नारायण संखाराम चव्हाण न.भू.अ.अंधेरी

TRUE COPY  
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SPACE MOULDERS  
28/1229, Monhal Nagar-1,  
(Goregaon West),  
Mumbai-400 104

बंदर - १		
२५५	१६३	१५
२०२३		



बंदर भूमापन अधिकारी  
अंधेरी.



21 October, 2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 6

दस्त क्रमांक : 8490/2014

नोदणी 63

Regn. 63m

गावाचे नाव : अंधेरी

- (1) विलेखाचा प्रकार विकसनकरारनामा  
 (2) मोवदला रु.326,544,944/-  
 (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) रु.182,276,208/-

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

195 pt, पालिकेचे नाव: सुंबई मनपा इतर वर्णन : , इतर माहिती: , इतर माहिती: वीकसन करारनामा जमीन आणि बांधकाम समुद्र दर्शन को-ऑपरेटिव हाउसिंग सोसायटी लीमीटेड विल्डींग नं 9,12,13,14 अँड ओ.बी नं.4 प्लाट नं 101 डी एन नगर जे पी रोड,अंधेरी वेस्ट सुंबई 400053

(5) क्षेत्रफळ 3,898.56 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1) नाव:- समुद्र दर्शन को-ऑपरेटिव हाउसिंग सोसायटी लीमीटेड तर्फे चेरमेन हरीश अल्वा ;वय: 64;  
 पत्ता:- प्लॉट नं. 332, माळा नं. , इमारतीचे नाव: समुद्र दर्शन को ऑपरेटिव हाउसिंग सोसायटी लीमीटेड, ब्लॉक नं:  
 नगर अंधेरी वेस्ट, रोड नं: जे पी रोड,  
 पिन कोड:- 400053  
 पॅन नंबर:- AIQPA6064J

2) नाव:- समुद्र दर्शन को-ऑपरेटिव हाउसिंग सोसायटी लीमीटेड तर्फे सेक्रेट्री निकुंज व्ही चभापगेरी ;वय: 58;  
 पत्ता:- प्लॉट नं. 176, माळा नं. , इमारतीचे नाव: समुद्र दर्शन को ऑपरेटिव हाउसिंग सोसायटी लीमीटेड , ब्लॉक नं:  
 नगर अंधेरी वेस्ट, रोड नं: जे पी रोड,  
 पिन कोड:- 400053  
 पॅन नंबर:- ADBPC8511E

3) नाव:- समुद्र दर्शन को-ऑपरेटिव हाउसिंग सोसायटी लीमीटेड तर्फे ट्रेझरर ए.जी.एस. एस राव ;वय: 80;  
 पत्ता:- प्लॉट नं. 161, माळा नं. , इमारतीचे नाव: समुद्र दर्शन को ओपी हाउसिंग सोसायटी लीमीटेड , ब्लॉक नं: डी  
 नगर अंधेरी वेस्ट, रोड नं: जे पी रोड,  
 पिन कोड:- 400053  
 पॅन नंबर:- AEUPT2136J

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1)नाव:- समुद्र दर्शन गृहप्रवेश एल एन पी भागिदार विशाल नवीनचंद्र रतनघायरा ; वय:35;  
 पत्ता:-बी/106, पहीला मजला , कॉकॉर्ड को-ऑपरेटिव हाउसिंग सोसायटी , अंधेरी वेस्ट, 2 क्रोस रोड, अंधेरी,  
 MAHARASHTRA/MUMBAI, Non-Government.;  
 पिन कोड:- 400053  
 पॅन नं:- AAPFP5184M

(9) दस्तऐवज करून दिल्याचा दिनांक

21/10/2014

(10) दस्त नोंदणी केल्याचा दिनांक

21/10/2014

(11) अनुक्रमांक,खंड व पृष्ठ

8490/2014

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

रु.16,330,000/-

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

रु.30,000/-

(14) शेरा

बंदर - १		
29/14	958	95

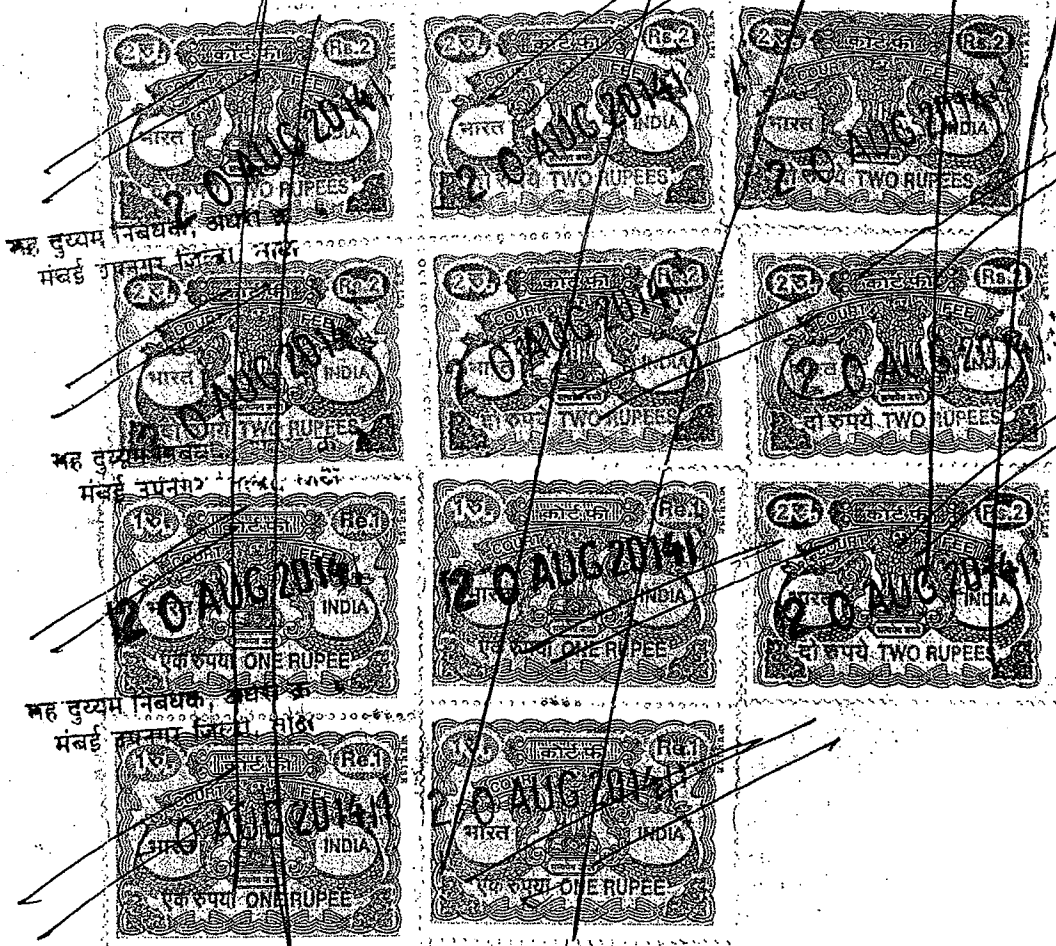


मुल्यांकनासाठी विचारात घेतलेला तपशील:-

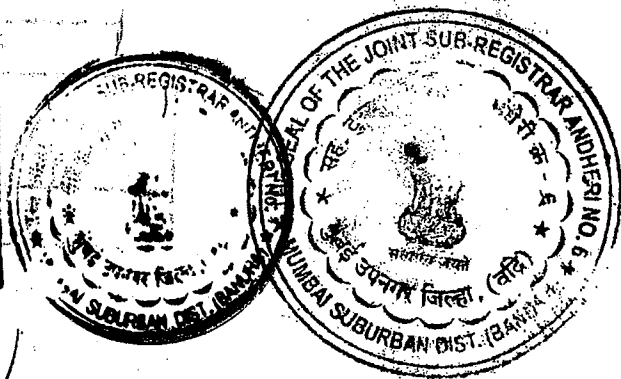
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मुद्रांक शुल्क आकारतांना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



बदर - १		
२५५	१६५	१००
२०२३		



मह दुय्यम निबधक, अघेरी क  
मंबई उपनगर जिल्हा, ताळा



Thursday, July 14, 2016  
8:19 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 6223 दिनांक: 14/07/2016

गावाचे नाव: मजास  
दस्तऐवजाचा अनुक्रमांक: बदर17-5864-2016  
दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र  
सादर करणाऱ्याचे नाव: गुरमींदर सीरा

नोंदणी फी रु. 100.00  
दस्त हाताळणी फी रु. 280.00  
पृष्ठांची संख्या: 14

एकूण: रु. 380.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
8:36 PM ह्या वेळेस मिळेल.

सह. दु. नि. का. अंधेरी 6

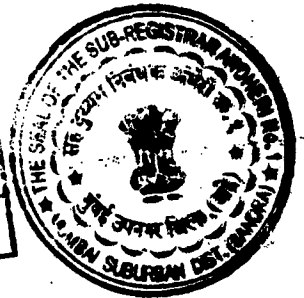
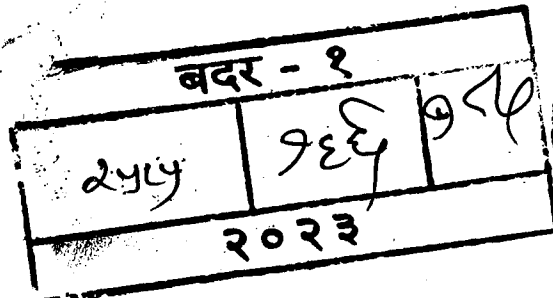
बाजार मूल्य: रु. 1/-  
मोबदला रु. 0/-  
भरलेले मुद्रांक शुल्क: रु. 500/-

सह. दुय्यम निबंधक, अंधेरी - 6  
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002555948201617M दिनांक: 14/07/2016  
बँकेचे नाव व पत्ता:  
2) देयकाचा प्रकार: By Cash रक्कम: रु. 280/-

*Handwritten signature*

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON 14/07/16





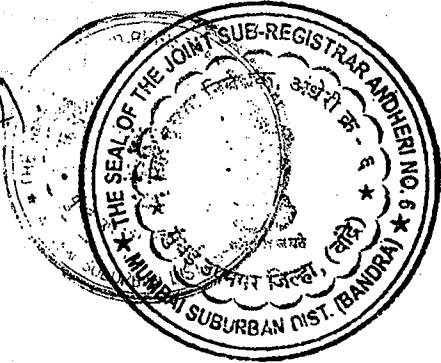
CHALLAN  
MTR Form Number-6

बदर - १० / IV		
युलर	१	१०
२०१६		

GRN MH00255504 2016 771		INS CODE		1001584966201617		DATE 09/07/2016-18:38:00		IGR554(BDR17)		48(f)	
Department		Inspector		Registration		AMOUNT		Payer Details		USER	
Type of Payment		Stamp Duty		Registration Fee		100.00		4/07/2016		IGR554(BDR17)	
Sr. No.		Deface Number		0001584966201617		500.00		14/07/2016		(IS)-513-5864	
Office Name		BDR1_JT SUB REGISTRAR ANDHERI NO 1		Full Name		GURMINDER SINGH SEERA		Flat/Block No.		PREMSONS SHOPPING CENTRE,	
Location		MUMBAI		Premises/Building		CAVES ROAD,		Area/Locality		JOGESHWARI (EAST)	
Year		2016-2017 One Time		Road/Street		TOWN/CITY/DISTRICT		PIN		4 0 0 0 6 0	
Account Head Details		Amount In Rs.		Remarks (If Any)		SecondPartyName=PRAKASH WARANG MAR		UTI SUPAL SHIVRAM TAWDE AND SAKHARA		M WALVE---Marketval=0	
0030045501 Stamp Duty		500.00		Amount In		Six Hundred Rupees Only		Words		Total	
0030063301 Registration Fee		100.00		Total		600.00		Payment Details		STATE BANK OF INDIA	
Cheque/DD Details		Bank CIN		REF No.		00040572016071203218		CP53047264		FOR USE IN RECEIVING BANK	
Cheque/DD No		Date		09/07/2016-18:38:00		Name of Bank		Validity unknown		Bank-Branch	
Name of Branch		Digitally signed by		VIRTUAL TREASURY		Scroll No. , Date		396 , 13/07/2016		STATE BANK OF INDIA	
Mobile No. : Not Available		Date: 2016-07-14		20:18:52 IST		Reason: Self		Document		Location: India	

Digitally signed by  
VIRTUAL TREASURY  
Date: 2016-07-14  
20:18:52 IST  
Reason: Self  
Document  
Location: India

बदर - १		
२५५	१६६	१०५
२०२३		





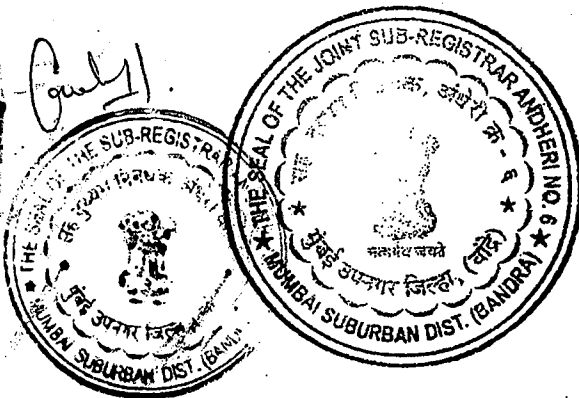
CHALLAN  
MTR Form Number-6

बदर - १७/		
५६७४	२	१४
२०१६		

GRN	MH002555948201617M	BARCODE	Date 09/07/2016-18:38:00		Form ID 48(f)
Department	Inspector General Of Registration		Payer Details		
Type of Payment	Stamp Duty	TAX ID (If Any)			
	Registration Fee	PAN No. (If Applicable)			
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1	Full Name	GURMINDER SINGH SEERA		
Location	MUMBAI				
Year	2016-2017 One Time	Fiat/Block No.	PREMSONS SHOPPING CENTRE,		
Account Head Details	Amount In Rs.	Premises/Building			
0030045601 Stamp Duty	500.00	Road/Street	CAVES ROAD,--		
0030063301 Registration Fee	100.00	Area/Locality	JOGESHWARI (EAST)		
		Town/City/District			
		PIN	4	0	0 0 6 0
		Remarks (If Any)	SecondPartyName=PRAKASH WARANG MAR UTI SUPAL SHIVRAM TAWDE AND SAKHARA M WALVE---Marketval=0		
		Amount In	Six Hundred Rupees Only		
Total	600.00	Words			
Payment Details	STATE BANK OF INDIA		FOR USE IN RECEIVING BANK		
Cheque-DD Details	Bank CIN	REF No.	00040572016071203218	CP53047264	
Cheque/DD No	Date	09/07/2016-18:38:00			
Name of Bank	Bank-Branch	STATE BANK OF INDIA			
Name of Branch	Scroll No. , Date	396 , 13/07/2016			

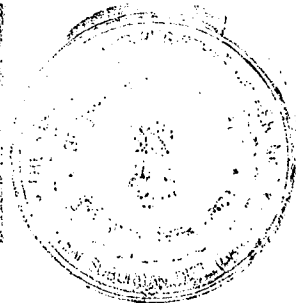
Mobile No. : Not Available

बदर - १		
२५५५	१६८	१६०
२०२३		



बंदर - १७/ <input checked="" type="checkbox"/>		
युक्त	३	१७
२०१६		

बंदर - १	
२५१५	१६६१००
२०२३	

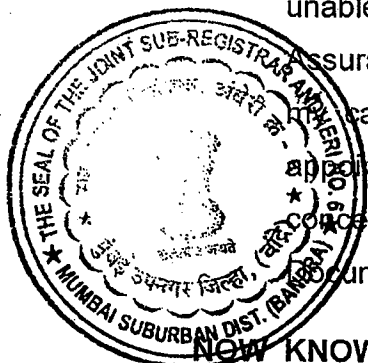


बदर - १०/		
यलेश	४	१०
POWER OF ATTORNEY २०१६		

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, GURMINDER SINGH SEERA, age 37 years, having my address at 1<sup>st</sup> Floor, Premsons Shopping Centre, Premsons Compound, Caves Road, Jogeshwari (East), Mumbai – 400060 SEND GREETINGS:

**WHEREAS:-**

- A. I carry on business in my individual capacity and in my capacities as a proprietor of various proprietary concerns, as a partner of various firms, as a member of association of persons, as a designated partner or partner of various limited liability partnership firms and as a director of various private limited companies. All these firms, limited liability partnerships companies and association of persons are interalia engaged in carrying out business of development and construction activities and other activities incidental thereto.
- B. In order to run my business smoothly, it is necessary for me to sign and deliver various documents including but not limited to the Development Agreements, Agreement for Sale of Flats, Agreement for Allotment, Leave & Licence Agreement, Memorandum of Understanding, Agreements for Tenancy, Lease Deed, Indenture of Sub-Leases, Deeds of Confirmation, Deeds of Rectification, Conveyance, Undertakings, Declarations, Mortgage Deeds, Permanent Alternative Agreements, Affidavits, Declaration Cum Indemnity, Undertaking to MCGM, and any other instruments/documents or deeds by whatever name called, as may be required for registration and to admit execution thereof on my behalf before the concerned Sub-registrar of Assurances and to get the same registered in accordance with law.
- C. Due to my pre-occupations and frequent travel out of Mumbai, I may be unable to personally attend the office of the concerned Sub-Registrar of Assurances for admitting execution of the Documents, so executed by me in my capacity as stated in Recital A above and as such I am desirous of appointing some fit and proper person for attending the office of the concerned Sub-Registrar of Assurances in order to admit execution of the Documents executed by me and have such documents registered as per law.



NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT I, Gurminder Singh Seera, do hereby nominate, constitute and appoint Mr. Prakash Warang having his office at 1<sup>st</sup> Floor, Premsons Shopping Centre, Premsons Compound, Caves Road, Jogeshwari (East), Mumbai – 400060, to be my true and lawful

2014  
 १०  
 ३



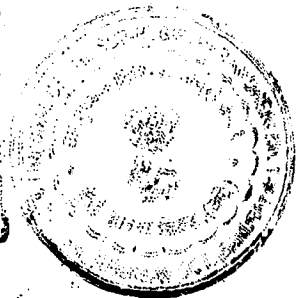
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बंदर - १७/११		
५२६०	५	१०
२०१६		



बंदर -	
२५५	१०११५
२०२३	



बदर - १७/१५		
५६६	६	१०
२०१६		

Attorneys for me, in my name and on my behalf to do only the following acts, deeds, matters and things as specifically stated hereinafter:

1. To present and lodge the Documents executed by me in my aforesaid capacities for registration before the concerned Sub-Registrar of Assurances or any other officer empowered to register documents in accordance with the provisions of the Registration Act, 1908; and to admit execution thereof on my behalf before the concerned Sub-Registrar of Assurances or any other officer empowered to register documents in accordance with the provisions of the Registration Act, 1908; and to have the said Documents registered according to law and to do all other acts, deeds, matters and things pertaining thereto.
2. To do all acts, deeds, matters and things as may be required to effectively obtain registration of the Documents as aforesaid and for the said purpose to sign and deliver all requisite challans, forms, receipts and other incidental writings.
3. To receive back the documents lodged for registration from the office of the concerned Sub-Registrar of Assurances and to sign and deliver all necessary discharges and receipts for the said purpose.
4. **GENERALLY TO DO AND PERFORM** all acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid and incidental thereto and for giving full effect to the authority herein before contained.
5. And I hereby agree to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF I have hereunto put my hand at Mumbai this 12<sup>TH</sup> day of JULY, 2016.

SIGNED & DELIVERED BY

Withinnamed

GURMINDER SINGH SEERA



*(Handwritten signature)*



२५५	१७२	१०
२०२३		



बदर - १७/ <i>17</i>		
<i>यलर</i>	<i>५</i>	<i>१०</i>
२०१६		

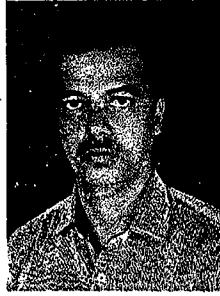
बदर - १		
<i>२५५</i>	<i>१७३</i>	<i>१५</i>
२०२३		



बदर - १७/११		
५६४	L	१४
२०१६		

I ACCEPT:

MR. PRAKASH WARANG



*Prakash Warang*  
Signature



Left hand thumb impression

17 Sakharam Chandrakant Wajre. - S.C. Wajre

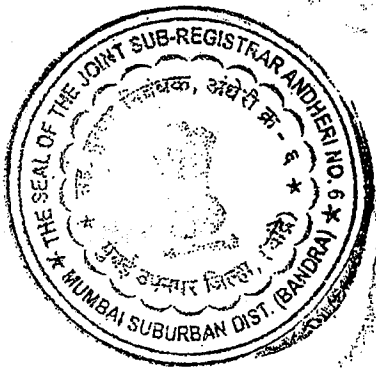
2 SHIVRAM T. TAWDE - Tawde

बदर - १		
२५५	१०४	१५
२०२३		



बदर - १७/११		
५६४	२	१४
२०१६		

बदर - १		
२५५	१६५	१०
२०२३		



2023 90 90

**INDIC BANK**

Website: [www.indicbank.com](http://www.indicbank.com)

MS: AKSRA YOGENDRAN VESHLER  
 1375007786  
 PAN: AKSRA YOGENDRAN VESHLER  
 1375007786  
 PAN: AKSRA YOGENDRAN VESHLER  
 1375007786  
 PAN: AKSRA YOGENDRAN VESHLER  
 1375007786

Account Branch: AKSRA YOGENDRAN VESHLER  
 Address: 1375007786  
 City: AKSRA YOGENDRAN VESHLER  
 State: AKSRA YOGENDRAN VESHLER  
 Pincode: 1375007786  
 CDD: 1375007786  
 Account No: 1375007786  
 Account Type: SAVINGS  
 Branch Code: 1375007786

**Statement of Account**

Date	Description	CDD/REF No.	Yield/Dr	Withdrawal	Deposit	Closing Balance
13/07/23	INITIAL DEPOSIT	0000000000000000	13/07/23		990000	990000
14/07/23	FTE DRG 569100293227532-AMTKG@TRDATH JADHAY	0000000000000000	14/07/23	800000		190000
14/07/23	FTE DRG 569100293227532-SEUATAC@BAABAK ADHANTH@BAABAK	0000000000000000	14/07/23	2278200		190000
14/07/23	FTE DRG 569100293227532-WIND@BAABAK -BAK	0000000000000000	14/07/23	1000000		190000
14/07/23	SWEEPSTAKE DRG 569100293227532	0000000000000000	14/07/23		700000	880000
14/07/23	INITIAL DEPOSIT	0000000000000000	14/07/23		10000	890000
14/07/23	INITIAL DEPOSIT	0000000000000000	14/07/23		10000	900000
14/07/23	SWEEPSTAKE DRG 569100293227532	0000000000000000	14/07/23		200000	1100000
14/07/23	INITIAL DEPOSIT	0000000000000000	14/07/23		70000	1170000
14/07/23	SWEEPSTAKE DRG 569100293227532	0000000000000000	14/07/23		100000	1270000
14/07/23	INITIAL DEPOSIT	0000000000000000	14/07/23		25000	1320000
14/07/23	SWEEPSTAKE DRG 569100293227532	0000000000000000	14/07/23		25000	1345000

Statement of Account for: 1375007786  
 Opening Balance: 1157872  
 No. of Debits: 7  
 No. of Credits: 6  
 Total Debit: 21180720  
 Total Credit: 20252200  
 Closing Balance: 23157

Generated On: 13/07/2023 11:58  
 Generated By: SURESH  
 Requesting Branch Code: NIT

This is a computer generated statement and does not require signature.

**INDIC BANK LIMITED**

Closing balance includes funds earmarked for fixed and unsecured funds

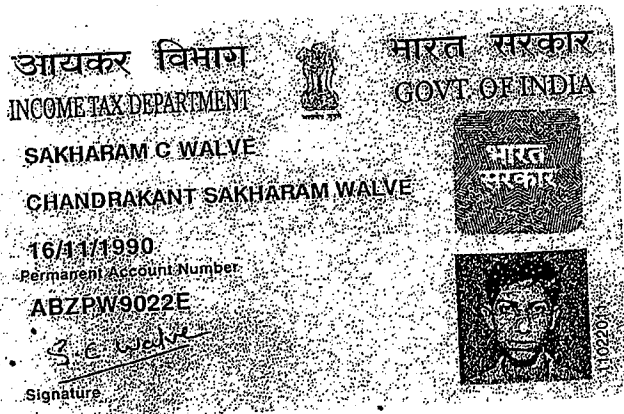
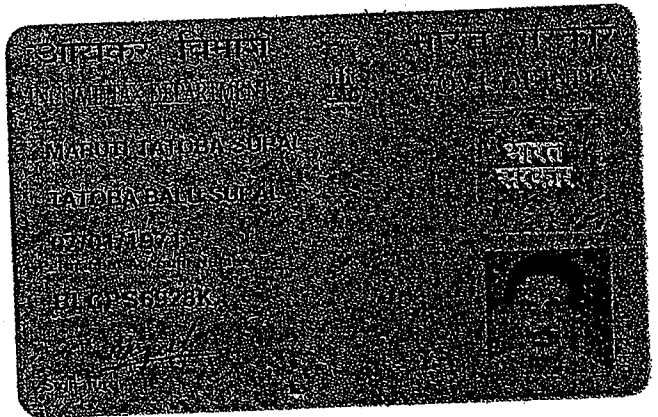
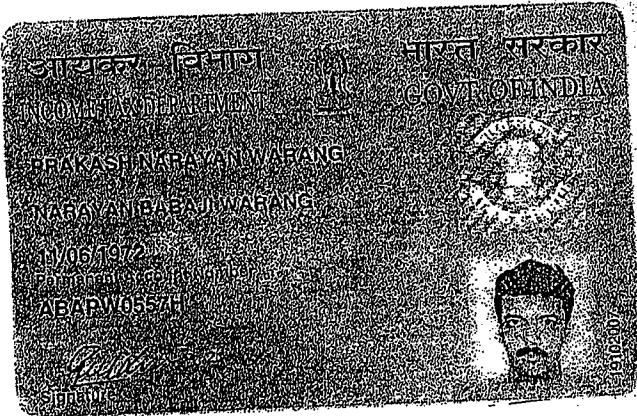
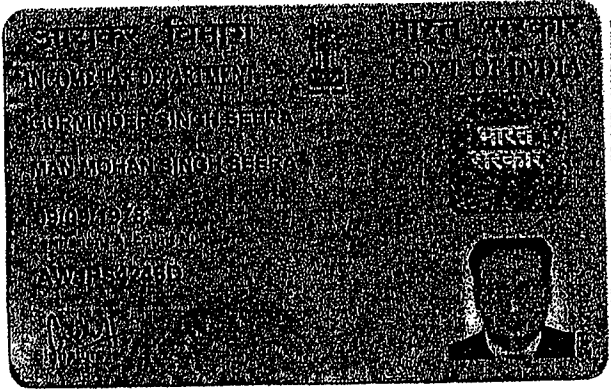
Consent of the Board of Directors of the Bank for the issue of this statement is hereby given. This statement is valid for a period of three months from the date of issue. It is not valid for a period longer than three months.

INDIC Bank, 1375007786  
 Head Office: 1375007786

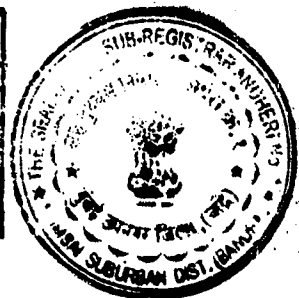


2023 90 90

बदर - १०६/११		
५६४	११	१४
२०१६		



बदर - १		
२५५	१००	१५५
२०२३		





**TATA POWER YOUR POWER BILL** Lighting up Lives!

The Tata Power Company Limited, Distribution Customer Services, Bharati Road, Station, Bhandra (W), Mumbai 400013.

Name: **Sunil Joglekar**

Address: **UNIT NO 07, 7A SHRI HARI CO-OP SOCIETY, RTO ROAD, LOKHANDWALA COMPLEX, LANDMARK-NXT TO AMBEDKAR HALL, ANDHERI (W) MUMBAI 400069**

Consumer Number: **5339 6967 7330**

Current Bill Amount (संयुक्त बिल राशि) ₹	9,360.00
Net other charges (विद्युत अन्य चार्ज) ₹	0.00
Past Dues (पिछला भुगतान) ₹	0.00
Total Amount Payable (संयुक्त देय राशि) ₹	9,360.00
Pending Security Deposit (सेष सुरक्षा जमा) ₹	3,870.00

CALL: **1900-209-5161**  
(24x7 TOLL-FREE No.)  
**FIRE / ACCIDENT**  
**25774399**

Bill No	99125418780	Tariff Cat.	LT I - Residential
Bill Date	09.05.2016	Next Meter	
Bill Period	07.04.2016 To 06.05.2016	Reading Date	06.06.2016
Bill Month	MAY 2016	MRU	W0506415
Meter No.	ST078116	Consumer	Welcome
Metered Units	797	Type of Supply	3PHASE
Units Billed	876	Zone	SC01

**Bill Amount On or Before Disc Date - 18.05.2016 Rs. 9,281.00**

**Bill Amount On or Before Due Date\* - 30.05.2016 Rs. 9,360.00**  
\*Due Date applicable for current bill amount only. Past dues payable immediately.

**Bill Amount After Due Date\* - 30.05.2016 Rs. 9,547.00**

**CUSTOMER RELATIONS AND BILL PAYMENT OPTIONS (ग्राहक सेवा एवं बिल भुगतान विकल्प)**

Power Customer Relations Center / Cash & Cheque Counter - MON TO SAT: 9:00 TO 17:00 HRS & LUNCH: 14:00 TO 14:30 HRS, 2ND & 4TH SATURDAY, 9:00 TO 11:00 HRS  
 Shop No 07, 7A Shri Hari Co-op Society, RTO Road, Lokhandwala Complex, Landmark-Nxt to Ambedkar Hall, Andheri (W) Mumbai 400069  
 • Unit No. 8, 55, Corporate Avenue, Sakli Vihar Rd, Opp. Sakli Vihar Telephone Exchange, Sakli Naka Mumbai 400072  
 Electronic Drop Box  
 • TATA POWER CUSTOMER CARE, RTO ANDHERI (W) Andheri (W) Mumbai 400053  
 Cheque Kiosk  
 • Tata Power Customer Care Center, Unit 08, 55 Corporate Avenue, Sakli Vihar Rd, Opp Sakli vihar telephone exchange Andheri (E) Mumbai 400069  
 • MIDC Marol Industries Association, Office Plot no P15, seat no 14, MIDC Marol Andheri (E) Mumbai 400069  
 Tata Power Drop Box  
 • Western Industrial Co-Op. Estate Ltd. Central Road, Opposite Seepz, Marol MIDC, Andheri (E) Mumbai 400069  
 • Zenith Chemicals, Plot No. B 6, Street No. 5, Cross Road B, Marol, Andheri (E) Mumbai 400069

Handwritten notes: **2096**, **92**, **98**

Cash payments are also accepted at Itz Cash World Outlets, SUVIDHAA Outlets & ICICI Bank Branches (Over the counter Cash payments only) Cheque payments are also accepted at ICICI Bank

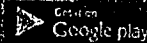
- Electronic Clearing Service (ECS) - for hassle Free Bill Payment. Please register one time to avail this facility.
- For complete list of Customer Relations Centre / Online Payment and other cash and cheque collection centres, please log on to cp.tatapower.com
- For schedule of planned outage, please visit "Power interruptions" on cp.tatapower.com or check with your respective Society / Facility Manager or Notice Board.



**ENJOY HOST OF CONVENIENCES, AT A TOUCH**

Tata Power's Mobile App is on its way...

Available on:



Link to download the App is also available on cp.tatapower.com

**MESSAGE TO THE CONSUMER**

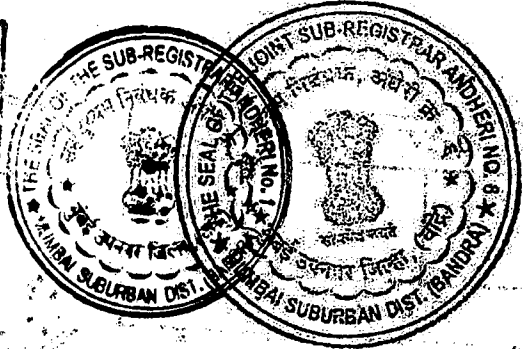
Dear Consumer, you may observe higher than average power consumption by airconditioners/refrigerators due to the summer heat. You can save on your consumption by opting for energy efficient appliances. Please visit the BE GREEN page at cp.tatapower.com for details.

**Tips to Save Electricity**

1. Switch off the lights and fans when not in use.
2. Switch off the mains when the appliances are not in use.

*Sunil Joglekar*  
Sunil Joglekar  
Chief, Distribution Customer Services

बदर - १  
244 966 98  
२०२३





Summary1 (GoshwaraBhag-1)

गुरुवार, 14 जुलै 2016 8:19 म.नं.

दस्त गोषवारा भाग-1

बदर 17

दस्त क्रमांक: 5864/2016

दस्त क्रमांक: बदर17 /5864/2016

बाजार मूल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

बदर - 90/		
2016	93	90
2096		

दु. नि. सह. दु. नि. बदर17 यांचे कार्यालयात

पावती:6223

पावती दिनांक: 14/07/2016

अ. क्र. 5864 वर दि.14-07-2016

सादरकरणाराचे नाव: गुरमींदर सीरा

रोजी 8:18 म.नं. वा. हजर केला.

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 280.00

पृष्ठांची संख्या: 14

दस्त हजर करणाऱ्याची सही:

एकूण: 380.00

सह. दु. नि. का. अंधेरी 6  
सह. दु. नि. निबंधक, अंधेरी क्र. 6

मुंबई उपनगर जिल्हा  
दस्ताचा प्रकार: कुलमुखत्यारपत्र

सह. दु. नि. का. अंधेरी 6  
सह. दु. नि. निबंधक, अंधेरी क्र. 6  
मुंबई उपनगर जिल्हा

मुद्रांक शुल्क: (48-अ) जेव्हा एकाच संव्यवहाराच्या संबंधात एका किंवा अधिक दस्तऐवजांची नोंदणी करण्याच्या एकमेव प्रयोजनासाठी किंवा असे एक किंवा अधिक दस्तऐवज निष्पादित केल्याचे कबूल करण्यासाठी केला असेल तेव्हा

शिक्का क्र. 1 14 / 07 / 2016 08 : 15 : 57 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 14 / 07 / 2016 08 : 16 : 33 PM ची वेळ: (फी)

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

सह. दु. नि. निबंधक, अंधेरी क्र. 6  
मुंबई उपनगर जिल्हा

प्रतिज्ञापत्र

सादर दस्तऐवज हा नोंदणी क्रमांक १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील मजदूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता वैधता कायदेशीर बाबींसाठी दस्त निष्पादक व कडुलीधारक जे संपूर्णपणे जबाबदार राहतील.

बदर - 8		
2016	90	8
2023		



Summary-2( दस्त गोषवारा भाग - २ )



14/07/2016 8 33:58 PM

बदर - १७/ IV		
दस्त गोषवारा भाग-2		
५८६४	१४	१४
२०१६		

बदर17

दस्त क्रमांक:5864/2016

दस्त क्रमांक :बदर17/5864/2016

दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:गुरमींदर सीरा पत्ता:101, पहीला मजला, प्रेमसन्स शॉपींग सेंटर, प्रेमसन्स कंपाउंड, जोगेश्वरी ईस्ट, केव्ज रोड, जॉगेश्वरी पूर्व, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AWJPS4246D	कुलमुखत्यार देणार वय :-38 स्वाक्षरी:- <i>[Signature]</i>		
2	नाव:प्रकाश नारायण वारंग पत्ता:प्लॉट नं: 101, माळा नं: पहीला मजला, इमारतीचे नाव: प्रेमसन्स शॉपींग सेंटर, प्रेमसन्स कंपाउंड, ब्लॉक नं: जोगेश्वरी ईस्ट, रोड नं: केव्ज रोड, महाराष्ट्र, मुम्बई. पॅन नंबर:ABAPW0557H	पॉवर ऑफ अटॉर्नी होल्डर वय :-43 स्वाक्षरी:- <i>[Signature]</i>		

वरील दस्तऐवज करुन देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करुन दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:14 / 07 / 2016 08 : 17 : 35 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:शिवराम तुकाराम तावडे वय:34 पत्ता:पहीला मजला, प्रेमसन्स शॉपींग सेंटर, ताहिरा कंपाउंड, जोगेश्वरी ईस्ट पिन कोड:400060	<i>Tavde</i> स्वाक्षरी	
2	नाव:सखाराम चंद्रकांत वाळवे वय:25 पत्ता:पहीला मजला, प्रेमसन्स शॉपींग सेंटर, जोगेश्वरी ईस्ट, पिन कोड:400060	<i>S. Chavale</i> स्वाक्षरी	

शिक्का क्र.4 ची वेळ:14 / 07 / 2016 08 : 18 : 09 PM

शिक्का क्र.5 ची वेळ:14 / 07 / 2016 08 : 18 : 24 PM नोंदणी पुस्तक 4 मध्ये

बदर-१७/ ५८६४ /२०१६  
पुस्तक क्रमांक १४ क्रमांक ५८६४.वर  
नोंदला.  
दिनांक...१४...माहे).....२०१६

सह दुय्यम निबंधक, अंधेरी क्र. ६  
मुंबई उपनगर जिल्हा  
Payment Details.

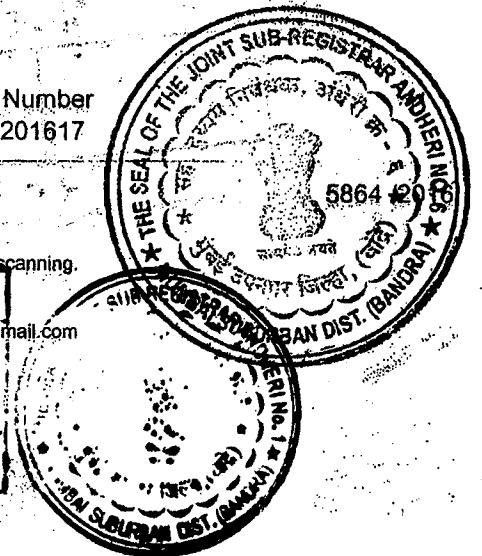
सह दुय्यम निबंधक, अंधेरी-६  
मुंबई उपनगर जिल्हा

sr.	Epayment Number	Defacement Number
1	MH002555948201617M	0001584960201617

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2. Get print immediately after registration.

बदर - १		
For feedback, please write to us at feedback.isarita@gmail.com		
२५५	१८०१४	
२०२३		



## घोषणापत्र

मी MR. PRAKASH N. WARANG याद्वारे घोषित करतो की, दुय्यम निबंधक अंधेरी - I यांचे कार्यालयात AGREEMENT FOR SALE या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. GURMINDER SINGH SEERA व इ. यांनी दिनांक १२/०७/२०१६ रोजी मला दिलेल्या कुलमुखत्यारपत्राचे आधारे मी, सदर दस्त नोंदणीसाठी सादर केला आहे / निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वेय शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक : 22/02/2023

कुलमुखत्यारपत्रधारकाचे नाव व सही

बंदर - १		
244	949	950
२०२३		



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SAMUDRA DARSHAN GRUHPRAVESH  
LLP

07/01/2014  
Permanent Account Number

AAPFP5184M

11062014

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

GURMINDER SINGH SEERA  
MAN MOHAN SINGH SEERA

09/09/1978  
Permanent Account Number

AWJPS4246D

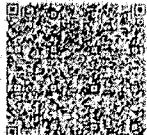
Signature

24112812

भारत सरकार  
Government of India

गुमिन्दर सिंग सीरा  
Gurminder Singh Seera  
जन्म तारीख / DOB : 09/09/1978  
पुरुष / Male

9893 3426 9421



माझी आधार, माझी ओळख

*(Handwritten signature)*

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

PRAKASH NARAYAN WARANG  
NARAYAN BABAJI WARANG

11/06/1972  
Permanent Account Number

ABAPW0557H

Signature


19102007

भारत सरकार  
GOVERNMENT OF INDIA

प्रकाश नारायण वारंग  
Prakash Narayan Warang

जन्म वर्ष / Year of Birth : 1972  
पुरुष / Male

9511 5848 0262



आधार - सामान्य माणसाचा अधिकार

बदर - १		
२५५५	१८२	१५६
२०२३		



आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA  
OMKAR SHASHIKANT PAWASKAR  
SHASHIKANT NARAYAN PAWASKAR  
24/10/1998  
Permanent Account Number  
DGSP9421B  
Signature

*Pawaskar*

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA  
PRANAV S PAWASKAR  
SHASHIKANT NARAYAN PAWASKAR  
25/02/1994  
Permanent Account Number  
BXDPP4483R  
Signature

*Pawaskar*

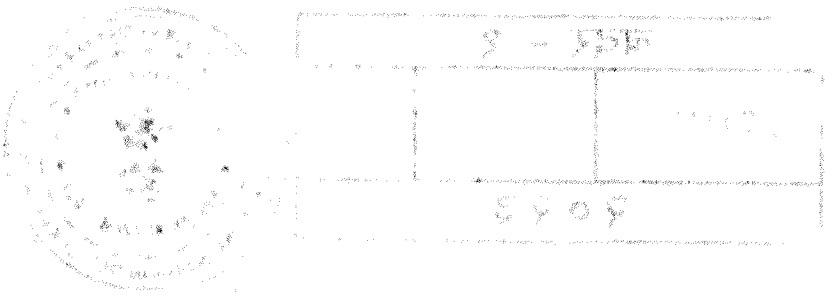
भारत सरकार  
GOVERNMENT OF INDIA  
  
ओमकार शशिकांत पावसकर  
Omkar Shashikant Pawaskar  
जन्म तिथि/DOB: 24/10/1998  
पुरुष/ MALE  
Mobile No: 9967456923  
4970 3380 4130  
VID : 9153 8257 3416 9368  
मेरा आधार, मेरी पहचान

भारत सरकार  
GOVERNMENT OF INDIA  
  
प्रणव शशिकांत पावसकर  
Pranav Shashikant Pawaskar  
जन्म वर्ष / Year of Birth : 1994  
पुरुष / Male  
5284 5118 9216  
आधार – सामान्य माणसाचा अधिकार


भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India  
पता: S/O शशिकांत पावसकर, 61/सी-१०,  
श्री गजानन सीएचएस लिमिटेड, सारदार  
परेल नगर, ४थ लेन, म्हाडा, नियर  
ब्यूटी गुरुस बस स्टॉप, अंधेरी  
वेस्ट, मुंबई, महाराष्ट्र, 400053  
Address: S/O Shashikant Pawaskar, 61/C-10,  
Shree Gajanan CHS Ltd, Sardar Patel  
Nagar, 4th Lane, Mhada, Near Beauty  
Gurus Bus Stop, Andheri West, Mumbai,  
Maharashtra, 400053  
4970 3380 4130  
1947 help@uidai.gov.in www.uidai.gov.in

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UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
पता S/O: शशिकांत पावसकर,  
61/सी-10, श्री गजानन सीएचएस  
एन्डिटी, एम वी पी नगर, म्हाडा, वर्मोवा  
टेलिफोन एक्सचेंज, अंधेरी वेस्ट, मुंबई,  
आजाद नगर, मुंबई, महाराष्ट्र, 400053  
Address: S/O: Shashikant  
Pawaskar, 61/C-10, Shree  
Gajanan CHS LTD, S V P Nagar,  
Mhada, Versova Telephone  
Exchange, Andheri West,  
Mumbai, Azad Nagar, Mumbai,  
Maharashtra, 400053  
1947 1800 180 1947 help@uidai.gov.in www.uidai.gov.in P.O. Box No. 1947, Bangalore-560 001

बदर - १		
24/14	943	ALL
२०२३		



भारत सरकार  
Government of India




संदीप भिकाजी धनावडे  
Sandeep Bhikaji Dhanawade  
जन्म तिथि/DOB: 28/05/1987  
पुरुष/ MALE

3021 3398 1962

मेरा आधार, मेरी पहचान

भारत सरकार  
Government of India



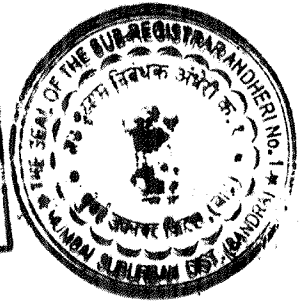
कुंदन प्रदालाल पराडकार  
Kundan Prudalal Parodkar  
जन्म वर्ष/ Year of Birth: 1961  
पुरुष / Male

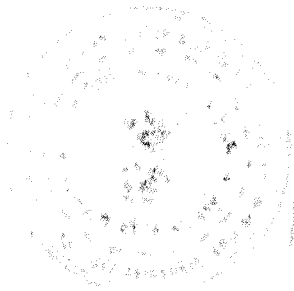
3981 6109 6845

आधार - सामान्य माणसाचा अधिकार

बदर - १

२५५	९८४	९९४
२०२३		





१ - ११११		
६९०९		

बदर - १		
२५५	१८५	१८०
२०२३		



322/2585

बुधवार, 22 फेब्रुवारी 2023 11:44 म.पू.

दस्त गोश्वारा भाग-1

वदर1

दस्त क्रमांक: 2585/2023

दस्त क्रमांक: वदर1 /2585/2023

बाजार मूल्य: रु. 1,60,52,832/- मोबदला: रु. 2,16,30,290/-

भरलेले मुद्रांक शुल्क: रु.12,98,000/-

द. नि. सह. द. नि. वदर1 यांचे कार्यालयात

पावती:2952

पावती दिनांक: 22/02/2023

अ. क्रं. 2585 वर दि.22-02-2023

मादरकरणाराचे नाव: ओमकार शशिकांत पावसकर

रोजी 11:38 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3740.00

पृष्ठांची संख्या: 187

एकूण: 33740.00

दस्त हजर करणाऱ्याची सही:

*Saumdey*

सह. दुय्यम निबंधक, अंधेरी क्र. १

*Saumdey*

सह. दुय्यम निबंधक, अंधेरी क्र. १

दस्ताचा प्रकार: करारनामा

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

शिक्रा क्रं. 1 22 / 02 / 2023 11 : 38 : 29 AM ची वेळ: (मादरीकरण)

शिक्रा क्रं. 2 22 / 02 / 2023 11 : 41 : 01 AM ची वेळ: (फी)

**प्रतिज्ञापत्र**

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीत दाखल केलेला आहे. दस्तातील संपुर्ण मजकूर निष्पादित व्हावी, राखीदार व सोबत जोडलेल्या कागदपत्रांची आणि दस्तांची सत्यता, वैधता कायदेशीर बाबींसाठी खालील दस्त निष्पादक व कबुलीधारक हे संपुर्णपणे जबाबदार राहिल.

*Saumdey*  
लिहुन घेणार

*Saumdey*  
लिहुन घेणार

वदर - १		
2585	956	956
२०२३		





दस्त गोपवारा भाग-2

वदर 1

दस्त क्रमांक:2585/2023

22/02/2023 12 23:30 PM

दस्त क्रमांक :वदर1/2585/2023

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा उमा
1	नाव:ममुद्रदर्शन गृहप्रवेश एल एल पी चे भागीदार गुरमिंदर सिंग मीरा तर्फे मुखत्यार (कबुलीजवाबसाठी) प्रकाश नारायण वारंग पत्ता:प्लॉट नं: ऑफिस नं ९०१, माळा नं: ९ वा मजला, इमारतीचे नाव: पेनिनसुला हाईटस, ब्लॉक नं: अंधेरी पश्चिम, मुंबई, रोड नं: मी डी बर्फीवाला रोड, जुहू लेन, महाराष्ट्र, मुंबई. पॅन नंबर:AAPFP5184M	लिहून घेणार वय :-50 स्वाक्षरी:-		
2	नाव:ओमकार शशिकांत पावसकर पत्ता:प्लॉट नं: मदनिका क्रमांक ६१/मी-१०, माळा नं: मजला, इमारतीचे नाव: श्री गजानन को ऑप हौसिंग सोसायटी लिमिटेड, एम व्ही पी नगर, ब्लॉक नं: अंधेरी पश्चिम, मुंबई, रोड नं: ४ था लेन, म्हाडा, बर्मोवा टेलिफोन एक्सचेंज, महाराष्ट्र, मुंबई. पॅन नंबर:DGSP9421B	लिहून घेणार वय :-24 स्वाक्षरी:-		
3	नाव:प्रणव शशिकांत पावसकर पत्ता:प्लॉट नं: मदनिका क्रमांक ६१/मी-१०, माळा नं: मजला, इमारतीचे नाव: श्री गजानन को ऑप हौसिंग सोसायटी लिमिटेड, एम व्ही पी नगर, ब्लॉक नं: अंधेरी पश्चिम, मुंबई, रोड नं: ४ था लेन, म्हाडा, बर्मोवा टेलिफोन एक्सचेंज, महाराष्ट्र, मुंबई. पॅन नंबर:BXDPP4483R	लिहून घेणार वय :-29 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिव्याचे कबुल करतात.  
शिक्रा क्र.3 ची वेळ:22 / 02 / 2023 12 : 18 : 52 PM

ओळख:-

दस्तऐवज निष्पादनाचा कबुलीजवाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे प्रत्येक पक्षकाराची ओळख घ्यावत प्राप्त माहिती पुढीलप्रमाणे आहे.

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)
1	लिहून घेणार ममुद्रदर्शन गृहप्रवेश एल एल पी चे भागीदार गुरमिंदर सिंग मीरा तर्फे मुखत्यार (कबुलीजवाबसाठी) प्रकाश नारायण वारंग	22/02/2023 12:19:25 PM	प्रकाश नारायण वारंग M XXXX XXXX 0262
2	लिहून घेणार ओमकार शशिकांत पावसकर	22/02/2023 12:19:42 PM	ओमकार शशिकांत पावसकर M XXXX XXXX 4130
3	लिहून घेणार प्रणव शशिकांत पावसकर	22/02/2023 12:20:06 PM	प्रणव शशिकांत पावसकर M XXXX XXXX 9216

शिक्रा क्र.4 ची वेळ:22 / 02 / 2023 12 : 20 : 07 PM

सह दुय्यम निबंधक, अंधेरी क्र. १

22 FEB 2023

(पौ. एस. शेल्वर)

सह. दुय्यम निबंधक, अंधेरी क्र. १.

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	OMKAR SHASHIKANT PAWASKAR	eSBTR/Simple Receipt	69103332023022250303	MH015698471202223R	1298000.00	SD	0007815949202223	22/02/2023
2		DHC		2202202300088	1740	RF	2202202300088D	22/02/2023
3		DHC		2202202300085	2000	RF	2202202300085D	22/02/2023
4	OMKAR SHASHIKANT PAWASKAR	eSBTR/SimpleReceipt		MH015698471202223R	30000	RF	0007815949202223	22/02/2023

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

2585 /2023

Know Your Rights as Registrants

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

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



22/02/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 1

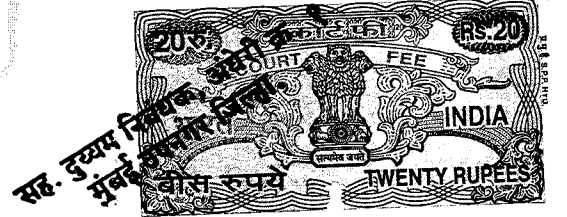
दस्त क्रमांक : 2585/2023

नोंदणी :

Regn:63m

गावाचे नाव : अंधेरी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	21630290
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	16052831.6
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: सदनिका क्रमांक 104, माळा नं: 1 ला मजला, इमारतीचे नाव: प्लॅटिनम लाईफ - बी विंग, समुद्रदर्शन को ऑप हौ सो लि, ब्लॉक नं: अंधेरी पश्चिम, मुंबई - 400053, रोड : ऑफ जयप्रकाश रोड, डी एन नगर, इतर माहिती: सदनिका चे क्षेत्र 61.78 चौ मी कारपेट (रेरा प्रमाणे). सी टी एस नं 195 (पार्ट) मोजे अंधेरी. रेरा क्र P51800014518 ( ( C.T.S. Number : 195 (PART) ; ) )
(5) क्षेत्रफळ	1) 67.96 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-समुद्रदर्शन गृहप्रवेश एल एल पी चे भागीदार गुरभिंदर सिंग सीरा तर्फे मुखत्यार (कबुलीजवाबसाठी) प्रकाश नारायण वारंग वय:-50; पत्ता:-प्लॉट नं: ऑफिस नं ९०१, माळा नं: ९ वा मजला, इमारतीचे नाव: पेनिनसुला हार्डटस, ब्लॉक नं: अंधेरी पश्चिम, मुंबई, रोड नं: सी डी बर्फावाला रोड, जुहू लेन, महाराष्ट्र, मुंबई. पिन कोड:-400058 पॅन नं:-AAPFP5184M
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-ओमकार शशिकांत पावसकर वय:-24; पत्ता:-प्लॉट नं: सदनिका क्रमांक ६१/सी-१०, माळा नं: मजला, इमारतीचे नाव: श्री गजानन को ऑप हौसिंग सोसायटी लिमिटेड, एस व्ही पी नगर, ब्लॉक नं: अंधेरी पश्चिम, मुंबई, रोड नं: ४ था लेन, म्हाडा, वर्सावा टेलिफोन एक्सचेंज, महाराष्ट्र, मुंबई. पिन कोड:-400053 पॅन नं:-DGSP9421B 2): नाव:-प्रणव शशिकांत पावसकर वय:-29; पत्ता:-प्लॉट नं: सदनिका क्रमांक ६१/सी-१०, माळा नं: मजला, इमारतीचे नाव: श्री गजानन को ऑप हौसिंग सोसायटी लिमिटेड, एस व्ही पी नगर, ब्लॉक नं: अंधेरी पश्चिम, मुंबई, रोड नं: ४ था लेन, म्हाडा, वर्सावा टेलिफोन एक्सचेंज, महाराष्ट्र, मुंबई. पिन कोड:-400053 पॅन नं:-BXDPP4483R
(9) दस्तऐवज करून दिल्याचा दिनांक	22/02/2023
(10) दस्त नोंदणी केल्याचा दिनांक	22/02/2023
(11) अनुक्रमांक, खंड व पृष्ठ	2585/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1298000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

दस्तासोबत सूची II दिली



Samudra

सह. दुय्यम निबंधक, अंधेरी क्र. १  
मुंबई उपनगर जिल्हा.

## Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	OMKAR SHASHIKANT PAWASKAR	eSBTR/Simple Receipt	69103332023022250303	MH015698471202223R	1298000.00	SD	0007815949202223	22/02/2023
2		DHC		2202202300088	1740	RF	2202202300088D	22/02/2023
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4	OMKAR SHASHIKANT PAWASKAR	eSBTR/SimpleReceipt		MH015698471202223R	30000	RF	0007815949202223	22/02/2023

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

