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Friday,October 07 ,2016

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पावती कं.: 11937

दिनांक: 07/10/2016

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गावाचे नाव: पी.एस.पहाडीगोरेगांव

दस्तऐवजाचा अनुक्रमांक: बरल-4-10454-2016

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: मनमोहन . डिडवानिया

नोंदणी फी

र. 30000.00

दस्त हाताळणी फी

पर्याची संख्याः ८०

₹. 1600.00

पृष्ठांची संख्या: 80

एकूण:

₹. 31600.00

सह दुमि.का बोरीवली4

बाजार मुल्य: रु.11447884 /-मोबदला रु.15040500/-भरलेले मुद्रांक शुल्क : रु. 752100/-

बॅकेचे नाव व पत्ता:

सह. दुय्यम निबंधक, बोरीवली क्र.-४, मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005037715201617M दिनांक: 07/10/2016

2) देयकाचा प्रकार: By Cash रक्कम: रु 1600/-

MELIVERED

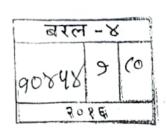
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मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीत) Valuation ID 201610073559 बरल-4 07 October 2016,05:54:44 PM मृल्यांकनाचे वर्ष 2016 जिल्हा म्बई(उपनगर) 57-पहाडी-गोरेगाव पश्चिम (बोरीवली) मृल्य विभाग उप मुल्य विभाग 57/265भुभाग : उत्तरेस गावाची हर, पूर्वेस एस दही रोड, दक्षिणेस गावाची हर व पश्चिमेस लिंक रोड. सर्व्हें नंबर /न. भू क्रमांक : वार्षिक भूम्य दर तक्त्यानुसार भूम्यदर इ. निवासी सदनिका ख्ती जमीन कार्यालय द्कान 71000 131600 ऑदयोगीक मोजमापनाचे एकक 176600 218300 131600 शंधीव क्षेत्राची माहिती चौरस मीटर मिळकतीचे 86.99चौरस मिळकतीचा निवासी सदनिका मिळकतीचा प्रकार-बांधकामाधे 1-आर सी मिळकतीचे वर्गीकरण-सी 0 TO 244 वय-Rs.131600/-۲۲. उद्ववाहन आहे मजता . स्विपा-Ground floor To 4th floor मजला निहाय घट/वाढ = 100% apply to rate= Rs.131600/-घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर न्((वार्षिक मुख्यदर - बुस्या जमिनीया दर) " पता-यामुकार मविन दर)+ बुल्या जमिनीया दर) =(((131600-71000) * (100 / 100))+71000) Rs.131600/- A) मुख्य मिळकतीचे मुल्य वरीत प्रमाणे मुल्य दर • मिळकतीचे क्षेत्र = 131600 • 86.99 = Rs.11447884/-= मुख्य मिळकतीचे शृहय =तळपराचे मुल्य + मेझेनाईन मजला क्षेत्र मुल्य + तगतच्या गच्चीचे मूल्य + वरील गच्चाचे मुल्य • एकवित अंतिम मुन्य बॅदिस्त बाहन तळाणे मुन्य + खुन्या जमिनीवरीत बाहन तळाणे मुन्य + इमारती भीवतीच्या खुन्या जागेणे मुन्य = A + B + C + D | E + F + G + H = 11447884 + 0 = 0 + 0 + 0 + 0 + 0 + 0 =Rs.114478847

Print Print

सह. दुख्यम निबंधक, बोरीवली क्र.-४. मुंबई उपनगर जिल्हा.





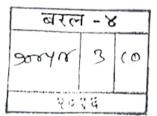


CHALLAN MTR Form Number-6

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Registration Fee			PAN No. (If App	liacable)						
Gce Name BRL1_JT SUB REGIST	RAR BORIVALI 1		Full Name		MAN	MANMOHAN DIDWANIA				
cation MUMBAI										
2016-2017 One Time			Flat/Block No.		FLA	FLAT NO 302 GALAXY ROYALE				
Account Head Details	An	nount in Rs.	Premises/Build	ling						
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030063301 Registration Fee		30000.00	Area/Locality			MUMBAI				
10			Town/City/Dis	trict						
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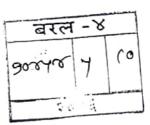


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AGREEMENT FOR SALE

adult, (2) MR. ABDUL AZIZ ABDUL KARIM BARUDGAR, adult, (3) MR. ABDUL WAHAB ABDUL RAHIM BARUDGAR, adult and (4) MRS.

SHABNAM ABDUL KHALIQUE BARUDGAR, adult, all Indian Inhabitants,

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hereinafter called and referred to as the "DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its partners, incoming partners, their legal heirs, and assigns) of the

AND Mr/Mrs./Miss/M/o. Manmahan Didwania

adult, Indian Inhabitant, residing at Flort No. 9-704, Kaishna Rush S. V. Road, Ma. Dalmiya College, Sunda Magas, Mumbair 64 hereinafter called and referred to as the PURCHASER (which expression shall unless repugnant to the context or meaning thereof shall mean and include his/her heirs, executors, administrators and assigns) of the other part;

WHEREAS the plot of land bearing CTS No 49 (part), 50(Part), and 50-A (Part) of Village Pahadi, Teen Dongri, Yeshwant Nagar, Goregaon (West), Mumbai 400062, admeasuring area of 5986.16 sq. meters, (hereinafter referred to as the said PROPERTY) has been a slum area and wherein there were about 417 slum dwellers and the said property belonged to the Maharashtra ng and Area Development Authority, (hereinafter referred to as

EAS the said property consisting of the slum dwellers is a slum area and accordingly the slum dwellers formed society known as Shram Safalya Co-op. Housing Society (Proposed), and Tiranga, Abhinav and Bhagodaya Co-op. Housing Society (Proposed) and wherein the slum dwellers are the members of the said Society, the Society known as Shram Safalya Co-op. Housing Society (Proposed), hereinafter referred to as the

"SHRAM SAFALYA SOCIETY" and Tiranga, Abhinav and Bhagodaya Co-बर्लिक्ट Mousing Society (Proposed), hereinafter referred to as the "TIRANGA

AND WHEREAS the land owning authority, MHADA by letter dated 26.8.2004, hearing No.Shram Safalya/3829/04 issued Annexure II in respect



of the said Plot of land and wherein it has been certified that the area of 1823.71 sq. meters on the said Plot of land is censused slum as per MHADA Records and there are about 107 structures which are protected as per the policy of the State Government. The said Annexure II which is list of occupant on the said Plot of land bearing CTS No.49 (Part), 50 (Part) and 50A (Part), of Village Pahadi, Goregaon, Taluka Borivali, M.S.D. has been issued by Chief Officer, M.H.A.D.B. in favour of Accanoor Associates who was the original developer appointed on behalf of Shram Safalya Co-op. Housing Society (Proposed).

AND WHEREAS by a Deed of Assignment dated 16th March, 2004 between M/s. Accanoor Associates through its Proprietor Shri DEEPAK RAO and M/s. M.R. REALTORS, the Developers herein, the said M/s. Accanoor Associates has transferred and assigned the benefit of Development Agreement executed with Shram Safalya Society the Developer herein has taken the property bearing CTS No.49 (Part) and 50 (Part) for death and accordingly the Developer herein is the Developer for any planting Shram Safalya Society.

AND WHEREAS the Chief Officer, MHADA on the basis of the state of the said Annexure II has been issued by Chief Officer, MHADA on PLOODS - & bearing No.T.A.B/454/05.

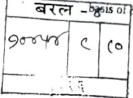
AND WHEREAS the said Shram Safalya and Tiranga Society submitted the proposal for development of the said property under the Slum rehabilitation Scheme and the said proposal has been submitted to the Slum Rehabilitation Authority which is the planning Authority as per the provision of Section 40 of the Maharashtra Regional Town Planning Act 1966 and wherein the said



proposal is accepted and all permissions, sanctions and approvals are granted in favour of the Proposed Society and the Developer for development of the said property under Development Control Regulation for Greater Mumbai 33(10). The said proposal of the Society has been accepted and approved by the Slum Rehabilitation Authority which is the planning Authority.

AND WHEREAS the Developer has been approved as Developer for the said property for and on behalf of the Society for development of the said property under the Slum Rehabilitation Scheme and under development Control Regulation for Greater Mumbai 1991 under clause 33 (10) hereinafter referred to as the said "D.C. REGULATION" and accordingly financial capability of the Developer has been accepted in terms of Annexure III and therefore the Developer has been approved as Developer for development of the said property under the Slum Rehabilitation Scheme.

AND WHEREAS the proposal had been scrutinized by the Slum epilitation Authority and after all compliance made by the Developer the Architect, the letter of Intent (L.O.I.) dated 6th January, 2005 no.SRA/ENG/617/PS/MHL/LOI has been issued for development property bearing CTS No.49 Part), 50 (Part) and 50A (Part) for the 23.71 sq. meters under the slum Rehabilitation Scheme and under Regulation 33(10) for 107 eligible persons under the Scheme. Subsequently the letter of intent, LOI dated 18.5.2005 has been issued in favour of the Developer for Development of the property admeasuring area of 4189.6 sq. meters for 259 eligible persons including 51 Project Affected Persons (P.A.P.) and the description of the scheme in terms of its salient feature has been given in the said LOI. The slum Rehabilitation Authority on the basis of the Annexure II issued by the Chief Officer, MHADA for the said property amended the earlier L.O.I. on 24th August, 2005 bearing No.SRA/ENG/617/PS/MHL/LOI wherein the area of the Plot is shown as 5986.60 sq. meters and the salient feature of the scheme has been given on the बरल _basis of 366 eligible tenements and 51 P.A.P. tenements.



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AND WHEREAS the Slum Authority had issued Intimation Of Approval (I.O.A.) on 14.12.2005 bearing No.SRA/ENG/1545/PS/MHL/AP/Sale in favour of the Developer for the said property and for compliance of the special instruction and copy of the said I.O.A. is annexed to this agreement as Annexure I.

WHEREAS AND slum Rehabilitation Authority the had issued Commencement Certificate on 1 st February, 2006 bearing No.SRA/ENG/1545/PS/MHL/AP and whereby the Plan for the sale building has been approved and initially the C.C. has been granted upto plinth level with subsequently it has been extended upto 15th floor as per approved plan dated 14.12.2005, copy of the said commenceme is annexed herewith and marked as Annexure II.

AND WHEREAS the Sluin Rehabilitation Authority by letter that 10.1 bearing No.SRA/ENG 330/PS/MHL/LAY granted pennison construction of building and approved the layout/sub-division of plot under the SRA Scheme bearing CTS No.50-A (Part) of Village Pahadi, Teen Dongri, Yashwant Nagar, Goregaon (West), Mumbai 400062. The said property has been taken into records and confirmed that the Plot of land bearing CTS No.49 (Part), 50 (Part) and 50-A (Part) of Village Pahadi, Teen Dongri, Yashwant Nagar, Goregaon (West), Mumbai 400062 is the said property taken up for development under the Slum Rehabilitation Scheme and under D.C. Regulation 33 (10) and which is the said property developed as per the approved plan by the Developer.

AND WHEREAS the Developer on the basis of the consent and no objection of the slum dwellers and the proposed Society wherein they are the members have given irrevocable consent to the Developer for Development of the said property under the Slum Rehabilitation Scheme and as per the policy of the Slum Rehabilitation Authority and in accordance to Circular No.20 which is the guidelines issued by the Slum Rehabilitation Authority the Grant Circular No.20 which is



Society have been registered as Society by the Asstt. Registrar, Co-operative Society, SRA as per the notification of the State Government.

AND WHEREAS the said property belongs to MHADA and copy of the property card in respect of property bearing CTS No.49 (Part), 50 (Part) and 50A (Part), the same is annexed herewith and marked with Annexure III. The Developer has been granted title certificate in respect of the above said property showing the property as belonging to MHADA and the approval granted in favour of the Developer for development of the property under the Slum Rehabilitation Scheme and the Certificate of the Attorney issuing the title certificate issued by Mrs. SARITA DONDE dated 12-11-2009 is annexed herewith and marked with Annexure IV.

AND WHEREAS the Developer herein has constructed sale building consisting of Basement, Ground, stilt + 2 Podium Parking + 1 stilt + 24 upper floor as per the approved plan and in accordance to the policy of the Slum Rehabilitation Authority and therefore the Developer has absolute right fer and assign the flats in the said building to any person for idea has a greed by and between the Developer and the proposed

Agreement with Agreement with appointed HANWARE CONSULTANTS as structural Engineer for the preparation of the structural designs and drawings of the building to be

AND WHEREAS as result of aforesaid the Developer are entitled to and enjoined upon to construct building to be known as Galaxy Royale and sells brevities and convenience referred to as premises).



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AND WHEREAS the Flat Purchaser/s demanded from the Developers and the Developers have given inspection to the Flat Purchaser/s of all the documents of title relating to the said property, the plans, specifications prepared by the Developers Architects and such other documents which are specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "the said Act") and the rules made thereunder, and the Flat Purchaser/s is fully satisfied with the title of the Developers in respect of the said property and the Developers right to allot the premises in the Building to be constructed on the said property.

AND WHEREAS while sanctioning the said Plans concerned and/or Government has laid down certain terms and condition and restrictions which are to be observed and performed by the while developing the said property and the said Building/s and upon observance and performance on which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Developers have accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS the Flat Purchaser/s requested to the Developers for allotment of the Flat No. 302 on 3rd floor in building to be known as Galaxy Royale situated on Plot bearing CTS No.49 (Part), 50 (Part) and 50 A (Part), of Village Pahadi Goregaon, Teen Dongri, Yeshwant Nagar, Goregaon (West), Mumbai 400062, admeasuring 5986.16 sq. meters and more Particularly described in the schedule written hereunder (hereinafter referred to as "the said Premises") and which is duly shown in the First Schedule of the Property in this agreement. The copy of the Floor Plan in respect of the Said flat agreed to be purchased by the flat Purchaser, the same is annexed as



Annexure V. The List of Amenities to be provided in the said flat is annexure VI.

AND WHEREAS prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act 1976, the No.XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act 1976, the Flat Purchaser/s has/have made a declaration to the effect firstly that neither the Flat Purchaser/s nor the members of the Family (Family as defined under Urban Land (Ceiling and Regulation Act, 1976) of Flat Purchaser/s own a Suburban.

AND WHERERAS relying upon the said application, declaration and agreement, the Developers have agreed to sell to the Flat Purchaser/s a Flat at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat Purchaser/s has/have paid to the Developers a sum of Rs. 13.28 605 (Rupees flat agreed to be sold by the Developers to the flat purchaser/s as advance payment of deposit (the payment and receipt whereof the Developers do Developers balance of the sale price in the manner hereinafter

AND WHEREAS in this agreement whenever the context requires, the term include office, shop, garage, parking space or any other premises



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hereby agreed to be sold and the term "Flat Purchaser/s" shall include office purchaser, shop purchaser, garage purchaser or parking space purchaser or purchaser of any other premises hereby agreed to be sold and also include the plural and the feminine gender of flat purchaser/s. The Flat purchaser/s agree as to the common area and facilities and restricted area and facilities which is duly shown in the Second Schedule and Third Schedule to this agreement as to the right of the flat owners and to the right of the Developer for the same.

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

1. The recitals mentioned above form internal part of this Agreement a

the same are set out and incorporated in the operative part.

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 The entire project shall always be known as "Galaxy Royale will not be changed at any time without prior written const Developers.

3. The Developers shall, construct the said building/s consisting of ground + stilt, 2 Podium + 1 stilt plus 24 upper floor or more on the said Property in accordance with the plans, designs, specifications, approved by the concerned local authority and which have been seen and approved by the Flat Purchaser/s with such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority/the Government to be made by them or any of them. If the F.S.I. in the locality is increased (before the said development project is completed and the completion certificate is issued by the S.R.A./Municipal Corporation of Greater Mumbai) and/or if the Developers decides to vary/amend the said sanctioned building plans, and if the S.R.A. permits construction of additional floors/building/s and/or amendments to the said sanctioned building plans, then and in such event the Developers would be antitled to and shall

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construct such building/s as per the said revised building plans. The Flat purchaser/s hereby expressly consent/s to the same so long as the total area of the said premises and the specifications, amenities, fixtures and fittings are not reduced. This consent shall be considered to be the flat purchaser/s consent contemplated by Section 7 of the said Act. The flat Purchaser/s hereby expressly consents to the Developers re-designing any building or buildings or the recreation area or internal road and passages and such other area or arrears which the Developers may desire to realign and redesign. If in which the flat purchaser/s has/have agreed to acquire the

ompleted earlier than other wings in the said building, then the puick of sometimes that the Developers will be entitled to utilize any land or any part thereof or

property or properties.

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The Flat Purchaser/s hereby agree to purchase from the developers and the Developers hereby agree to sell to the Flat Purchaser/s Flat No. 302 of carpet area admeasuring 780 sq.ft. (which is inclusive of the area of balconies) on ___ 3rd floor of the said building as shown in the red colour boundary lines in floor plan thereof annexed and marked Annexure-V (hereinafter referred to as "the said PREMISES") for the price of Rs. 150, 40, 500 -_ (Rupees Ohe Grove Fit Lacs Forty Thousand five Heundrenly) which is inclusive of the proportionate price of the common area and facilities appurtenant to the said premises, the nature, extent and description of the common arrears and facilities which are more particularly described in the Second Schedule hereunder written. The Flat Purchaser/s agree/s to pay to the Developer the said Consideration of purchase price viz. Rs. \50,40,500 \Rupees One Good Fifty I aco Forty Thousand Fire Her

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Thousand Six Humbed Evenly) paid on or before execution

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	(ii)	Rs. 137.01.895 - (Rupees One Case Thaty Leven lacs
		The thousand Eight Hurdrad Ninety Five only) on
		completion of the plinth on or before Execution & Sale Agreement
	(iii)	Rs (Rupees
V		only) on or before
·		completion of the Slab on or before
0	(iv)	Rs(Rupees
2	-	only) on or before
		completion of the walling on or before
	(v)	Rs(Rupees
		only) on or before
		completion of the Doors and Windows on or before
0/	(vi)	Rs(Rupees
5		only) on
- 8		completion of the flooring on or before
2	(vii)	Rs. (Fupees Sealer and
0		only) on
	,	completion of the Plaster on or before
	(viii)	Rs(Fupees
_		only) on
P	(ix)	completion of the Sanitary Fittings and Plumbing on or before
0	(IX)	Rs (Rupees only) at the time
B		of possession of the said flat agreed to be sold to the flat Purchaser/s.
2		or possession of the sand that agreed to be sold to the sant a democry of
	Ti	me for payment of the aforesaid amounts shall be essence of the contract, in
		spect of the payment of the each installment/s Developers will pass
		parate receipts and such receipt alone shall be treated as the evidence of
		ich payment.
	Th	ne Flat Purchaser/s shall pay the amounts as aforesaid on the due dates
	W	ithout fail and without any delay or defaults as time in respect of the said
	pa	syments is of essence of the contract. The Developers will forward to the

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Subject to whatever is stated in Clause No. 11. The Flat Purchaser/s shall take possession of the said premises within 7 days of the Developers giving written notice to flat Purchaser/s intimating that the said premises is ready for use and occupation. Upon the flat Purchaser/s taking the possession of the said premises, he/she/they shall has/have no claim against the developers in respect of any item or working the said premises which may be

ot to have been carried out or completed. The only liability of the all be at the statutory liability under Section 7(2) of the said A_{ct} , t to train ration clause. trackes, fittings and amenities to be provided by the Developers in gilding and the said premises are those that are set out in xure-VI annexed hereto.

The Flat Purchaser/s shall on or before the delivery of the possession of the said premises keep deposited with the Developers the following amounts:-

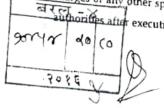
Rs. 4000 -_____ for legal charges.

b. Rs. 90001 for formation charges of organization of flat purchasers. C. Rs. 5101-

for share application money entrance fee of the organization of the flat purchasers. Rs. 39,900 -_ for Reliance Energy, Meter cable charges and

deposit and other charges for the same. Gas Connection

In addition to the above amount, the Purchaser hereby agree and undertake to pay such charges or any amount such as taxes, or any other development charges or any other specific charges which may be levied by the appropriate inthorities after execution of this Agreement relating to the said flat and shall



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be liable to pay such amount which will become due and payable by him relating to the said flat.

16. The Developers shall utilize the sum of Rs. 53410 (Rupees Life Three Three and Tour Hundred Ten only) paid by the Flat purchaser/s to the Developers for meeting all legal costs, charges and expenses, including preparing necessary rules, regulations and bye-laws and the cost of preparing and engrossing this as represent A furnisher expenses or expenses in excess shall be borne and paid by the Platentian purchaser/s.

17. Any amount by way of premium or security deposits payable Municipal Corporation of Greater Mumbai or S.R.A. or M.H.A.D.A or to the State Government or betterment charges or development tax, security deposit for the purpose of giving water connection, drainage connection, electricity connection or any other taxes or payment of a similar nature including I.O.A. deposit and electric deposit and occupation deposit or any other deposit already paid or that may hereafter be paid by the Developers shall be reimbursed by the Flat Purchaser/s to the Developers in proportion to the area of the said flat and in determining such amounts decision of the Developers shall be conclusive and binding upon the flat purchaser/s. It is agreed that the betterment charges referred heremabove shall mean and include pro-rata charges which the Flat Purchaser/s may be called upon to pay by the Developers in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station making and maintaining of internal road and access to the said property, drainage etc. from time to time. The Developers shall not be responsible for the forfeiture of the I.O.A. deposit or any other penalty or fine imposed by the concerned local authority or the Government on account of unauthorized alternation or addition that may be made by the Flat purchaser/s or by the Purchaser of any other premises contained in the building on the said property. Notwithstanding anything contained in this agreement the slat

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agreement. Flat Purchaser/s shall not shift the window from its original position, shall not shift M.S. Grills if provided by Developers and shall not disturb exterior elevation of the said Building in any respect failing which the Flat Purchaser/s shall not be entitled to any rights under this agreement.

31. The Flat Purchaser/s agree that he/she/they would put up the name plate only of the size sanctioned by the Developers in writing. The Flat Purchaser/s agree that they do not get any right of putting the board anywhere in the building and/or in the property without written sanction from the Developers. The Flat Purchaser/s agree that the Developers will determine not only the size of the board as well as the Developers would also insist to the Flat Purchaser/s to put up particular quality of board

the sly agreed between the Developers and the Flat Purchaser/s urchaser/s confirms that he/she/they are aware that the ers are likely to receive additional F.S.I. and/or development right or any nature whatsoever, the Developers shall be entitled to construct either additional floor or floors on the said Building "Galaxy Royale or any part thereof or construct any additional structure on the said property, the said Plot of land and/or in the open compound as may be permissible either as annex structure or as an independent structure as the Developers may desire and in the aforesaid event the Developers shall be entitled to deal with, dispose of, alternate, encumber or transfer such additional floor or floors or premises and building or building or structure for such consideration to such party as the Developers may desire without reference to recourse of consent

बर्ल of the Flat Purchaser/s in any manner whatsoever and the Flat Purchaser/s

TS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties that the terrace space in front of or adjacent to the flats of the respective purchasers of the terrace space are intended for the exclusive use





of the respective terrace flat Purchaser/s, the said Terrace shall not be enclosed by the Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developers.

34. The Developers shall have right to get the benefit of additional F.S.I for construction from S.R.A./B.M.C. and also to make the addition, alterations, raise storeys or put up additional structures as may be permitted by the S.R.A./B.M.C. and other Competent Authorities. Such additions structure and storeys will be the sole property of the Developers and it alone will be entitled to use and sale and transfer the terrace, open space including the parapet wall for any purpose including display of advertisement boards and the flat purchaser/s shall not be entitled to raise any color claim or any abatement in the price of the premises agreed to be remised.

35. It is expressly agreed that the Developers alone shall be entitled to put a hoarding or give on lease site for pagers station and mobile phone agencies for cell sites on the top of lift machine room of the said building and the said

Hoarding may be illuminated or comprising of neon signs and for that

purpose the Developers are fully authorized to allow temporary or permanent construction or erection of installation on the terrace of the said

building as the case may be and the Flat Purchaser/s agrees not to

agreed to be acquired by him/her/them.

dispute the same.

If any Municipal rates, taxes, cesses, assessments are imposed on the said Cooperative Society in respect of any advertisement/ hoarding put up on the terrace or due to installation of pager Station or cell sites, then the same shall be borne and paid wholly by the Developer or its assignee or its nominee who shall be exclusively entitled to the income that may be derived by display of such advertisement or by installation of such pager station or cell sites at any thereafter. The Flat Purchaser/s shall not be entitled to any abatement in price of the said premises or to object the same for any reason and shall allow





the Developers, its agents, servants, etc. into the said property including the terraces of the said building for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoarding, and/or pagers station and/or cell sites. The Developers shall be entitled to transfer or assign such rights to any person or persons whom the Developers deem fit and flat purchaser/s or the said Co-operative Society shall not raise any objection thereto.

36. In the event of any portion of the property is notified for set back the Developers alone shall be entitled to receive the amount of compensation or the benefit of F.S.I. and use the same for further construction and sale of

Commencing a week after notice in writing is given by the Developers to the Day Turchaser/s that the said premises is ready for use and occupation, urchaser/s shall be liable to pay the proportionate share of the outgoings in respect of the said Flat and the building namely local taxes, betterment charge or such other levies by the concerned local authority and expenses for electricity, water, common light, repair and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the property and building. The Developers shall not be liable to share the maintenance charges, electric charges, water charges in respect of the said Unsold Flat, if any. Until the management of the property and building is handed over to the Co-operative Society, the flat Purchaser/s shall pay to the Developers such proportionate share of the outgoings as may be determined. The flat Purchaser/s further agrees that till the Purchaser's share is so determined, flat Purchaser/s shall pay Developers provisional monthly contribution per month for two year in advance towards the outgoings and thereafter regularly on the fifth of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with Developers till the conveyance/lease is

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executed in favour of the Society. However, a further more sum of Rs. 2.36.160 (Rupees Two local Thirty Six Thousand One entry) equivalent to 24 months maintenance charges shall be deposited by the Flat Purchaser/s with the Developers before taking possession of the said premises.

- 38. The Flat Purchaser/s for himself/herself/themselves with inbring all persons into whomsoever hands the said premission of the do/doth hereby covenant with the Developers as follows:
 - tenantable repair and condition from the date of possession of decision premises is or is deemed to be taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof.
 - b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structures of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or any likely to damage the staircase, common passages or any other structure of the building in which the said premises is situated including entrance of the building in which the said premises is situated and in case any damage is caused to building in which the said premises is situated or the said premises on account of negligence or default of the flat Purchaser/s in this behalf. The Flat Purchaser/s shall be liable for the consequences of the breach.





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Flat Mo. G. Fog, Korishna Pesidency, S.N. Foad, Near Dalmiya College, Sundas Nagas, Mumba, c 400084. 3-D

48. Provided always that if any dispute, difference, question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as to the rights, liabilities or the duties of the parties hereunder the same shall be referred to the arbitration of two persons one to be appointed by each party. The Arbitrators shall appoint an umpire before entering upon the reference. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference. The arbitration clause shall apply even to dispute if any by the Purious regard formatting of Society including registration of Society.

49. This Agreement shall always be subject to the providing the Maharashtra Ownership Flat (Regulation of the promotion of Constructions sale, management and transfer) Act 1963 and the rules made thereunder and the terms and conditions of Slum Rehabilitation Scheme and as per clause 49 above.

THE FIRST SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel or land bearing CTS No 49 (Part), 50 (Part) and 50-A (Part) of Village Pahadi, Teen Dongri, Yeshwant Nagar, Goregaon (West), Mumbai 400062, admeasuring area of 5986.16 sq. meters, and bounded as

follows:-

On or towards North:

9.15 mtrs. D.P. Road

On or towards South:

6.00 mtrs. Internal Road

On or towards East :

Existing Building

On or towards West:

Existing Rehab Building Tiranga Society

& <u>J</u>



THE SECOND SCHEDULE COMMON AREAS AND FACILITIES

Pro-rate right along with all purchasers of premises in the said property i.e. to

- (I) Entrance lobby and foyer of the building.
- Staircase of the building including main landing, for the purpose of (II)ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping. (III)
- The landing is limited for the use of the residents of the flats located on that particular floor and for visitors there too but is subject to means of access for reaching the other floors, available to all residents and visitors. (IV)
- Electric meters and water meter/s connected to common lights, water connection...pump set etc. pber of underground tank water of adequate capacity with water

ected with overhead water tank. THE SCHEDULE RESTRICTED AREAS AND FACILITIES

derrace religion to the premises shall belong to the purchasers of such and they shall have the exclusive rights to use, occupy, enjoy and posses the same. (ii) Stilt and Podium.

- (iii) All areas not covered under "Common areas and facilities" including open space, terraces, parking spaces are restricted areas and facilities and the promoters have absolute right to dispose off the same to any person/s in the बरल mather the promoters deem fit and proper.

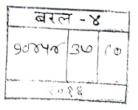
THE FOURTH SCHEDULE

The expenses of maintaining, repairing, redecorating etc. Of the main structure, the main entrance, passage, landings, maintenance of the building, the boundary walls of the building, compound, terrace etc. as enjoyed by the flat holders used by him/her/them in common with the other occupies of

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- 2. The expenses of maintaining, repairing the terrace, gutters, rain water pipes of the building, water pumps, water pipes, lift and electric wires in, under or upon the building and as enjoyed by the flat holder/s used by him/her/them in common with the other occupiers of flats.
- 3. The cost of cleaning and lighting the passages, water pumps, landings, stair case, lift, common lights and other parts of the building used by the flat holders in common as aforesaid.
 - 4. The cost of the salaries of clerks, bill collector, liftmapump man, sweepers. Etc.
 - The cost of the working and maintenance of common light lift and other service charges.
 - Deposits of Building/s water meter, electric meter, sewer line etc.
 - Municipal and other taxes such as house tax, water charges, bills, common electricity charges bill, cess, levy, land revenue, N.A. Taxes etc.
 - Insurance of the Building.
 - The maintenance charges, costs, expenses and amounts required for maintenance of street light, sewer line, storm water drain, water lines, internal roads, garden as under common layout of the property.
 - Such other expenses as are necessary or incidental for the maintenance and up keep of the building and the property.

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SIGNED AND DELIVERED by the)
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M/S. M.R. REALTORS, through)
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FOR M. R. REALTORS

Partner







ANNEXURE - I

SLUM REHABILITATION AUTHORITY

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

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

No. SRA/ENG/1545/RS/WHL/AP/Succession To. With reference to your Notice, letter No. 9468 dated 5/10 200 5and delivered 05/10/ 2005 and the plans, Sections, Specifications and Description and further particulars and details of your building at S-1 CTS. No. 49(pt), 50(pt) of Village Sahadi at Yashwant Magar, Toen Bongra Goregson (W) furnished to me under your letter, dated _______200 | have to inform you that the proposal of construction of the building or work proposed to be erected or executed is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions: THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL A.1) That the Commencement Certificate us/, 44/89 (1) of the MR & TP Act, Shall be obtained before starting the proposed work. A.2) That the compound shall be constructed, after getting the plot demarkated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per D.C. Regulation No. 38 (27) A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D.C.



A.4) That the Structural design and calculations for the proposed work accounting for system analysis as

per relevant I.S. code along with plan shall be submitted before C.C.

Regulation 5(3) (ix) shall be submitted by him.

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,	ention as to comply the aforesaid mentioned conditions of proceed with the said building or work at anytime before the 200 but not so as to contravene any of the provisions of rule, regulations of bye-law made under that Act at the time
Your attention is drawn to the special ins	incilions and Notes

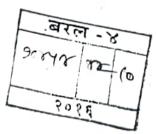
Your attention is drawn to the special instructions and Notes accompanying this Intimation of Approval

Executive Engineer, (S.R.A.)

SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT
- (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.)/ Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and Imposed upon and vested in the C.E.O. (S.R.A.) by saction of the said Act. (3)
- Proposed date of commencement of work should be communicated to this office. (4)
- One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbal Suburbs District as the case may be,
- Necessary permission for Non-agricultural use of the land shall be obtained from the Necessary permission for non-agricultural use of the liand shall be obtained from the Collector, Mumbal / Mumbal Suburban District before the work is started. The Non-Collector, Mumbal / Mumbal Suburban District before the Work is started. The Nonagricultural assessment shall be paid at the rate that may be fixed by the Collector. under the Land Revenue Code and Rules thereunder. drawn to the notes Accompanying this intimation of Approval.



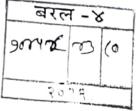




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- 5) That the minimum plinth height shall be 30.00 cm. above the surrounding ground level or in areas subject to flooding the height of plinth shall be atleast 60.00 cm. above the high plinth level.
- 6) That the low lying plot shall be filled up to a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever i with consolidated and sloped towards road.
- 7) That the regular/sanctioned /proposed lines and be got demarcated at site through A.E. Survey/ (D.P.) of M.C.G.M. /D.I.L.R. Before applying for a
- 8) That the drainage layout shall be submitted & got an drainage work shall be executed in accordance with the requirements of the M.C.G.M.
- 9) That the certified true copy of the agreements with the photographs of the eligible slum dwellers or general body resolution of registered society shall be submitted before C.C.
- 10) That the existing structure proposed to be demolished shall be demolished with necessary phase program with agreement of affected slum dweller shall be submitted and got approved before C.C.
- 11) That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect/Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).
- 12) That the requisite premiums/ deposits as per Circular No.7 vide SRA/1372/dated 25-11-97 etc. shall be paid before C.C.
- 13) That the true copy of the revised sanctioned layout/subdivision amalgamation along with the T & C there of shall be submitted before C.C. and compliance thereof shall be done before submission of B.C.C.

14) That the N.O.C. from MHADA /Dy.Collector (SRA) shall be submitted.





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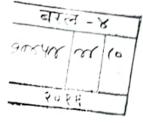
The fresh leases agreement under S.R.A. Scheme with Manual be got executed before asking for O.C. For sale building shall be submitted to a s 15) shall be got executed before asking for sale building sale wing of composite Bldg, and the copy shall be submitted to the sale building. Scheme with Mitty

- That the conditions of Letter of Intent shall be complied with before 16)
- That no construction work shall be allowed to start on the site That no construction work sum of an analysis on the site unless labour insurance is taken act for concerned labours to cover unless labour insurance of same shall be intimated. unless labour insurance is taken and same shall be intimated by Architect/Developer.
- That the Reg.u/t and additional copy of plan shall be submitted for That the keg.u/t and additional copy of production and agreeing to hand over the setback land free of compensation and agreeing to nand over the setback handing over certificate shall be obtained from Asstt. M. C. of M.C.G.M. and that the ownership of the setback land shall be transferred in the name of M.C.G.M. before C.C.

hat the Indemnity bond indemnifying the CEO (S.R.A.) and his aff for damages, risks, accidents, etc. and to the occupiers and an stant for damages, nakes, accidents, etc. and to the occupiers and an undertaking regarding no nuisance shall be submitted before

hat the Reg. u/t. in prescribed Proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. submitted before C.C.

- That NOC from P.C.O. P/S Ward shall be submitted. 21) 22)
- That the provision of Rain Water Harvesting as per the design prepared by the approved consultants in the field shall be made before asking occupation of sale building. B.
- THAT THE FOLLOWING CONDITIONS BEFORE FURTHER C.C. OF SUPER STRUCTURE: -1)
- That N.O.C. from Civil Aviation Department shall be obtained for the proposed height of the building. 2)
- That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked from the sub. Engineer (S.R.A.). 3)
- That the stability certificate for work carried out upto plinth That the stability certificate for work carried out upto partial level shall be submitted from the Lic. Structural Engineer.





SRA/Eng/1545/PS/MHL/AP

That the society of slum dwellers shall be got registered. 4) 11 4 DEC 2005

That the quality of construction work of bldg. shall be 5) monitored by concerned Architect, Site supervi Engineer and periodical report, stage wise on quality out shall be submitted by Architect with test result.

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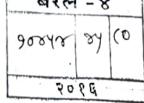
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That the registered Undertaking shall be submitted 6)



- That the some of drains shall be laid internally with C.I. pipes. 1)
- 2) That the specifications for layout access/D.P. Road/setback land shall be obtained from E.E. (Road construction) & E.E. (SWD) & or access/setback road shall be constructed in W.B.M./before starting the construction work. And the access and setback land shall be developing accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.)/E.E. (SWD) before submitting building completion certificate.
- That the dustbin shall be provided as per requirement of this office. 3)
- That carriage entimice shall be provided before starting the work. 4)
- That the surface drainage arrangement shall be provided in 5) consultation with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate/B.C.C.
- That the requirements from the M.T.N.L. and Reliance Energy shall 6) be obtained and complied with before asking occupation permission.
- That the Architect shall submit the debris removal certificate before 7) requesting for occupation permission.
- That 10'-0" wide paved pathway up to staircase shall be provided. 8)
- That the surrounding open spaces, parking spaces and terrace shall 9) be kept open and unbuilt upon and shall be levelled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.

That the name plate/board showing Plot No., Name of the Bldg. etc. 10) shall be displayed at a prominent place.





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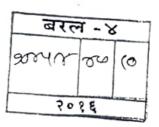
NOTES:

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- That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component.
- That no occupation permission of any of the sale wing/sale building/sale area shall be considered until occupation Certificate for equivalent Rehabilitation area is granted.
- That office of CEO (SRA) reserves right to add or amend or delete some of the above mentioned conditions if required, during execution of slum Redevelopment Scheme.

Executive Engineer – III i/c Slum Rehabilitation Authority









ANNEXURE - II

SLUM REHABILITATION AUTHORITY

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

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

No. SRA/ENG/1545/PS/MHL/AP COMMENCEMENT CERTIFICATE

E 1 FEB 2006

M/s. M. R. Realtors Sir. With reference to your application No.

Permission and grant of Commencement Certificate under section 4 & 69 of the Maharashtra Regional Town: With reference to your application No. Planning Act, 1966 to carry out development and building parmission under section 45 of Maharashira Regional and Town Planning Act, 1988 to erect a building on plot No. C.T.S. No. 49 (Ft.), 50 (P of villago Fe had 1 T. P. S. No. C.T.S. No. Ward alluated at Yashwant Nagar Teen Dongri Goregeon The Commencement Certificate/Building Permit is granted subject to compilance of mentioned HILOIU/R No. SRA/ENG/617/PS/MHL/101 IOA WA No. SFA/ENG/1545/PS/MHL/AP C- 24/8005 and on lollowing conditions.

The land vacated in consequence of endorsement of the setback line/road widening line shall

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.

The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three

permission does not entitle you to develop land which does not vest in you or in travention of the provision of coastel Zone ...lanagement plan.

struction is not commenced this Commencement Certificate is renewable every year go extended period shall be in no case exceed three years provided further that such shall not bar any subsequent application for fresh permission under section 44 of the shtra Regional and Town Planning Act. 1966. rifficate is liable to be revoked by the C.E.O. (SRA) if ;-

development work in respect of which permission is granted under this certificate is not med out or the use thereof is not in accordance with the sanctioned plans. my of the condition subject to which the same is granted or any of the restrictions imposed

The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashira Regional and Town Planning Act, 1986.

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 little through or under him.

The C.E.O. (SRA) has appointed _ Shri. V. P. Kharche

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

This C.C. is granted for work up to plinth C.Clevel only for sale bldg. S-1

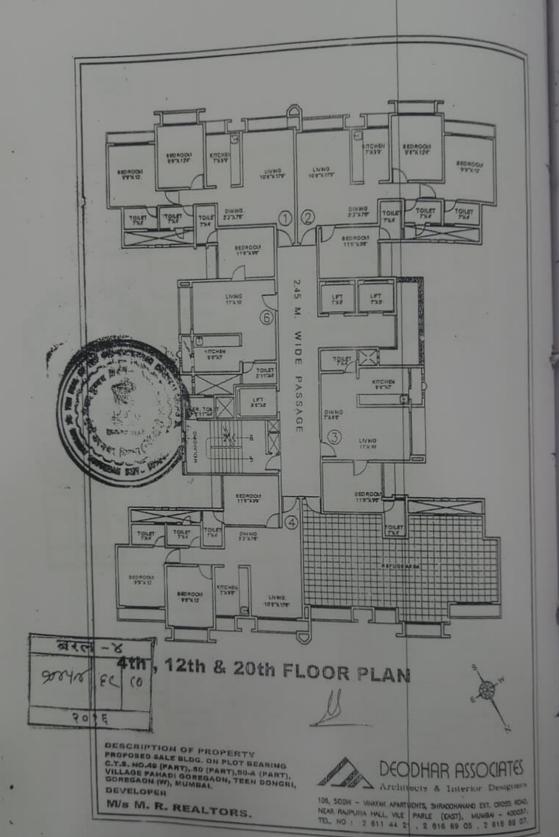
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For and on behalf of Local Authority The Slum Rehabilitation Authority

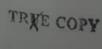
elley lough Exoculive Engineer (SRA) FOR CHIEF EXECUTIVE OFFICER (SLUM REHABILITATION AUTHORITY)



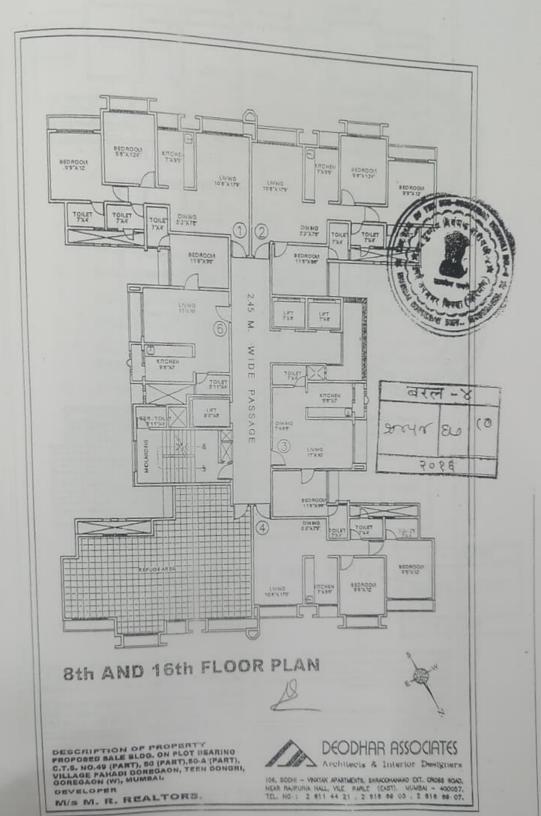
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13 October, 2016

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दुग्यम निबंधक : सह दु.नि. बोरीवली 4

दस्त क्रमांक: 10454/2016

मोर्चणी 63 Regn. 63m

गावाचे नाव : पी.एस.पहाडीगोरेगांव

(1) विलेखाचा प्रकार

करारनामा

(2) मोबदला

¥.15,040,500/-

(3) वाजारभाव(भाडेपटटयाच्या वावतितपटटाकार आकारणी देशों की पटटेदार ते नमुद करावे)

₹.11,447,884/-

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

49, पालिकेचे नाव: मुंबई म.न.पा. इतर वर्णन : सदिनका नं: 302, माळा नं: 3 रा मजला, इमारतीचे नाव: गेलेक्सी रॉयल, स्तांक नं: विकेज पहाडी तीन डोगरी पशवंत नगर, रोड : गोरेगाच प मुंबई - 400104

(5) क्षेत्रफळ

86.99 भी.भीटर

(8) आकारणी किया जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करन देणा-या/सिह्न ठेवणा-या पश्चकाराचे नाव किंवा दिवाणी न्यायासयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव

व पता.
(5) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा

 (5) दस्तऐवज करन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यांवालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10) दस्त नोंदणी केल्याचा दिनांक

(11) अनुक्रमांक,खंड व पृष्ठ

(12) वाजारमाबाप्रमाणे मुद्रांक शुल्क

(13) बाजारभाबाप्रमाणे नोंदणी शुलक

(14) शेरा

1) माव:- मेसर्स एम आर रिअल्टर्स ये भागीदार अब्दुलरहीम बारूदगर (यय: 54

पत्ता अनीट नं अनी 6 गुविमा मोळा नं .. इमारतीचे नामः रिम्नवी नगर, अनोक नं: एस वी रोड, रोड नं: माताकूम

महाराष्ट्र मुम्बर्

पिन नोब - 400054

HA HUT. AAJFM8256H

)नावा मनमाहन . विव्वानिया : वय:49]

पत्तारे स्तुटि में भी - (704) माळा ने (704) माळा में असी) इसारतीचे नाव: कृष्णा रेमीडेन्सी, ज्यांक ने: एस वी रोड सुंदर न

नं: मालाह प मुंबई, महाराष्ट्र, मुम्बई

पिन कोइ:- 400064

STATE BAEPD1249E

07/10/2016

07/10/2016

10454/2016

752,100/-

1.30,000/-

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

Null

मुद्रोक शुम्क भाकारताना निवडसेला अनुच्छेद :-

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

सद दुय्यम सिर्धधक यं र व ही - भ सुंबई उपनगर । अवहा

TRUE COPY

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DATED THIS	DAVICE	0-		
	_ DAY OF	UCT	20 1-	

BETWEEN

M/S. M.R. REALTORS

... The Developers

AND

Mr./Mrs./Ms./M/s. MANMOHAN DIDWANIA

... The Purchaser/s

Shop / Flat No. 302 on 37 Floor of Building known as GALAXY ROYALE in C.T.S. No. 49 (Part), 50 (Part), 50-A (Part), Village Pahadi, Goregaon, Teen Dongri, Goregaon (W), Mumbai.

SALE AGREEMENT

J. S. Anand & Associates
Advocate H.S. Anand
Shop No. 3, Indira Nagar Co-operative

Housing Society Ltd., Prop. A.K. Marg, Opp. Amber Hotel, Bandra (E), Mumbai-51.



