



Friday, October 07, 2016  
6:11 PM

पावती

212

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

गावारे नाव: पी.एस.पहाडीगोरेगांव  
दस्तऐवजाचा अनुक्रमांक: बरल-4-10455-2016  
दस्तऐवजाचा प्रकार : करारनामा  
सादर करणाऱ्याचे नाव: मनमोहन . डिडवानिया

पावती क्र.: 11938 दिनांक: 07/10/2016

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1600.00
पृष्ठांची संख्या: 80	

एकूण: रु. 31600.00

सह दु.नि.का.दोरीवली4

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

सह. दुय्यम निबंधक, दोरीवली क्र.-५,  
मुंबई उपनगर जिल्हा.

- 1) देयकाचा प्रकार: eChallan रकम: रु.30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH005037843201617M दिनांक: 07/10/2016  
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: By Cash रकम: रु 1600/-

**DELIVERED**



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Valuation ID बरल-4	201610071574	मूल्यांकन पत्रक ( बांधीव क्षेत्र - बांधीव )		07 October 2016, 05:59:43 PM	
मूल्यांकनाचे वर्ष	2016				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	57-पहाडी-गोरेगाव पश्चिम ( बोरीवली )				
उप मूल्य विभाग	57/265भुभाग उत्तरेस गावाची हद्द, पूर्वेस एस. व्ही रोड, दक्षिणेस गावाची हद्द व पश्चिमेस लिंक रोड.				
सर्व्हे नंबर /न. भू. क्रमांक :	सि टी एस. नंबर#49				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर व. खूनी जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौरस मीटर
71000	131600	176600	218300	131600	
<b>बांधीव क्षेत्राची माहिती</b>					
मिळकतीचे क्षेत्र.	86.99चौरस मीटर	मिळकतीचा वापर.	निवासी सदनिका	मिळकतीचा प्रकार.	बांधीव
बांधकामाचे वर्गीकरण.	1-आर सी सी	मिळकतीचे वय.	0 TO 2वर्ष	मूल्यदर/बांधकामाचा दर.	Rs.131600/-
उद्घाटन स्थिती.	आहे	मजला .	Ground floor To 4th floor		
मजला निहाय घट/वाढ = 100% apply to rate= Rs.131600/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार मजबूत दर )+ खुल्या जमिनीचा दर ) =(((131600-71000) * (100/100) )+71000 ) = Rs.131600/-					
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 131600 * 86.99 = Rs 11447884/-					
एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मीट्रींगईन मजला क्षेत्र मूल्य + लगतच्या गल्लीचे मूल्य + बरील गल्लीचे मूल्य + बॉटम्ल वाहन तळघरे मूल्य + खुल्या जमिनीवरील वाहन तळघरे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य = A + B + C + D + E + F + G + H = 11447884 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs. 11447884/-					

Home

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सह. दुय्यम-निबंधक, बोरीवली क्र.-५.  
मुंबई उपनगर जिल्हा.



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CHALLAN  
MTR Form Number-6

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GRN	MH005037843201617M	BARCODE			Date	07/10/2016-15:00:54	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID (If Any)				
	Registration Fee			PAN No. (If Applicable)				
Office Name	BKL1_01 SUB REGISTRAR HORIVALI 1			Full Name		MANMOHAN DIDWANIA		
Location	MUMBAI							
Year	2016-2017 One Time			Flat/Block No.		FLAT NO 402 GALAXY ROYALE		
Account Head Details		Amount In Rs.		Premises/Building				
0030045501	Stamp Duty	752100.00		Road/Street		GOREGAON WEST		
0030063301	Registration Fee	30000.00		Area/Locality		MUMBAI		
				Town/City/District				
				PIN		4 0 0 1 0 4		
				Remarks (If Any)				
				SecondPartyName=M R REALTORS-				
				Amount In		Seven Lakh Eighty Two Thousand One Hundred Rupees		
Total				782100.00		Words		Only
Payment Details				FOR USE IN RECEIVING BANK				
PUNJAB NATIONAL BANK				Bank CIN		REF No.		03006172016100700395 071016M929555
Cheque/DD Details				Date		07/10/2016-15:31:53		
Cheque/DD No				Bank-Branch		PUNJAB NATIONAL BANK		
Name of Bank				Scroll No. / Date		Not Verified with Scroll		
Name of Branch								



Mobile No. Not Available

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AGREEMENT FOR SALE

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THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this 7<sup>th</sup> day of Oct 2016 BETWEEN M/S. M.R. REALTORS, a partnership firm having address at G-6, A-Wing, Rizvi Nagar, S.V. Road, Santacruz (West), Mumbai 400054, through the managing Partners (1) Shri ABDUL RAHIM ABDUL KARIM BARUDGAR, 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 One Part;

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AND Mr./Mrs./Miss/M/s. Manmohan Tidwana

adult, Indian Inhabitant, residing at Flat No. G-704, Kaishna Residency, S.V. Road, No. Dalmiya College, Sion, N. Nagar, Mum-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 17 slum dwellers and the said property belonged to the Maharashtra Area Development Authority, (hereinafter referred to as



AND WHEREAS the said property consisting of the slum dwellers is a slum 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-op. Housing Society (Proposed), hereinafter referred to as the "TIRANGA SOCIETY".

Handwritten stamp with text: 'SHRAM SAFALYA SOCIETY', '90044 & CO', 'AND WHEREAS', '2088', '26.8.2004'.

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

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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 16<sup>th</sup> 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 taken the property bearing CTS No.49 (Part) and 50 (Part) and accordingly the Developer herein is the Developer for Shram Safalya Society.



AND WHEREAS the Chief Officer, MHADA on the basis of list made by Tiranga Society prepared list of occupant on plot bearing CTS No.49 (Part) 50 (Part) and 50A(Part) of Village Pahadi, Goregaon, Mumbai 400062 wherein it had certified that area of 4189.66 sq. meters is censused slum colony on MHADA land and there are 310 as per Government Resolution. The said Annexure II has been issued by Chief Officer, MHADA on 1.2.2005 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

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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 Rehabilitation Authority and after all compliance made by the Developer through the Architect, the letter of Intent (L.O.I.) dated 6<sup>th</sup> January, 2005 bearing No.SRA/ENG/617/PS/MHL/LOI has been issued for development of the said property bearing CTS No.49 Part), 50 (Part) and 50A (Part) for the area of 1823.71 sq. meters under the slum Rehabilitation Scheme and under D.C. 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 24<sup>th</sup> 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 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.

AND WHEREAS the slum Rehabilitation Authority had issued Commencement Certificate on 1<sup>st</sup> 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 15<sup>th</sup> floor as per approved plan dated 14.12.2005, copy of the said commencement is annexed herewith and marked as Annexure II.



AND WHEREAS the Slum Rehabilitation Authority by letter dated 30.11.2006 bearing No.SRA/ENG/330/PS/MHL/LAY granted permission for the construction of building and approved the layout/sub-division of the said 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 Proposed

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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 to transfer and assign the flats in the said building to any person for purchase as agreed by and between the Developer and the proposed



AND WHEREAS the Developer have also entered into an Agreement with Medhar Associates, registered with the council of Architects and have appointed HANWARE CONSULTANTS as structural Engineer for the preparation of the structural designs and drawings of the building to be constructed on the said property.

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 flats and other structures and facilities (which hereinafter for the sake of 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 various premises in the Building to be constructed on the said property.

AND WHEREAS while sanctioning the said Plans concerned local and/or Government has laid down certain terms and conditions and restrictions which are to be observed and performed by the Developer 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 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. 402 on 4<sup>th</sup> 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

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

AND WHEREAS prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act 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 house or building within the limits of Mumbai City and Mumbai



AND WHEREAS relying upon the said application, declaration and the Flat Purchaser/s and 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. 13,58,362 (Rupees Thirteen Lacs Fifty Eight Thousand Three Hundred Sixty Two only) being part payment of the sale price of the 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 hereby admit and acknowledge) and the flat Purchaser/s has/have agreed to pay to the Developers balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under Section 4 of the said act the Developers are required to execute a written Agreement for Sale of said flat to the Flat purchaser/s being in fact these presents and also to register the said Agreement under the Indian Registration Act.

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

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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 the Wing-in which the flat purchaser/s has/have agreed to acquire the is completed earlier than other wings in the said building, then the Flat purchaser/s confirms that the Developers will be entitled to utilize any S.I. which may be available on the said Plot of land or any part thereof or adjoining property or properties.



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. 402 of carpet area admeasuring 780 sq.ft. (which is inclusive of the area of balconies) on 4th 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. 1,50,40,500/- (Rupees One Crore Fifty Lacs Forty Thousand Five Hundred only) 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. 1,50,40,500/- (Rupees One Crore Fifty Lacs Forty Thousand only) as under:

- (i) Rs. 13,58,362/- (Rupees Thirteen Lacs Fifty Eight Thousand Three Hundred Sixty Two only) paid on or before execution thereof as earnest money deposit.

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Rs. 1,36,82,138 (Rupees One Crore Thirty Six Lacs Eighty Two Thousand One Hundred Thirty Eight only) on completion of the plinth on or before Execution of Sale Agreement.

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before completion of the Slab on or before \_\_\_\_\_

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before completion of the walling on or before \_\_\_\_\_

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before completion of the Doors and Windows on or before \_\_\_\_\_

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before completion of the flooring on or before \_\_\_\_\_

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before completion of the Plaster on or before \_\_\_\_\_

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before completion of the Sanitary Fittings and Plumbing on or before \_\_\_\_\_

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time of possession of the said flat agreed to be sold to the flat Purchaser/s.



Time for payment of the aforesaid amounts shall be essence of the contract, in respect of the payment of the each installment/s Developers will pass separate receipts and such receipt alone shall be treated as the evidence of such payment.

The Flat Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or defaults as time in respect of the said payments is of essence of the contract. The Developers will forward to the

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Flat purchaser/s intimation of the Developers having carried out the aforesaid work at the address given by the Flat purchaser/s in this agreement and the Flat purchaser/s will be bound to pay the amount of installments within eight days of Developers dispatching such intimation under Certificate of Posting at the address of the Flat purchaser/s as given in this agreement.

5. The Developers hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans.

6. The flat purchaser/s has/have prior to the execution of the Agreement satisfied himself about the title of the Developers to the said property and in the schedule herein under written and the Flat purchaser/s shall not be entitled to further investigate the title of the Developers and no requisition or objection shall be raised upon any matter relating thereto.



The Developers hereby declare that it is developing the said property in accordance with the sanctioned plan on the said land and in accordance with the Urban Rehabilitation Scheme and the Floor Space Index available on the said property. No part of the said Floor Space and the Floor Space Index is utilized by the Developers elsewhere.

8. The Developers hereby agree that they shall before execution of Deed of Lease cum Conveyance in favour of the Society of flat purchaser/s make full and true disclosure of the nature of their title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property, and shall, as far as practicable, ensure that the said property is free from all encumbrances and that the Developers have absolute and clear title of the said property.

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9. The Flat Purchaser/s agree/s to pay to the Developers interest at fifteen percentage per annum on all the amounts which become due and payable by the Flat purchaser/s to the Developers under the terms of this Agreement from the date the said amount is payable by the Flat Purchaser/s to the Developers.

10. On the Flat purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the Developers under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoing) and on the Flat Purchaser/s committing breach of any of the terms and conditions contained, the Developers shall be entitled at their own option to terminate this agreement and forfeit the earnest money paid by the Flat Purchaser/s to the Developers.



Provided always that the power of termination hereinbefore contained shall not be exercised by the Developers unless and until the Developers have given to the Flat Purchaser/s fifteen days prior notice in writing of its intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have made by the Flat Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

Provided further that upon termination of this Agreement as aforesaid, the Developers shall forfeit the earnest money paid by the Flat Purchaser/s and refund to the Flat Purchaser/s the balance of sale price of the said premises which may till then have been paid by the Flat Purchaser/s to the Developers but the Developers shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded and upon termination of this agreement the Developers shall be at liberty to dispose off and sell the said premises to

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such person and at such price as the Developers may in its absolute direction think fit.

11. The Developers shall give possession of the flat to the Flat Purchaser/s on or before 25<sup>th</sup> Oct '2016. If the Developers shall failed or neglect to give possession of the flat to the Flat Purchaser/s on account of any reason beyond their control and/or their agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act by the aforesaid date prescribed in Section 8 of the said Act, then Developers shall at the option of and demand by the Flat Purchaser/s be liable to refund to the Flat Purchaser/s the amount already received by them in respect of the flat with simple interest at 9% per annum from the date the Developers shall have received the sum till the date amounts and interest thereon is paid. Provided by mutual consent it is agree that dispute whether stipulation specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator.



the entire amount and interest thereon is refunded by the Developers to the Flat Purchaser/s such amount shall, subject to the prior encumbrances, if there be a change on the said flat, provided also that the Developers shall be entitled to reasonable extension of time giving delivery of flat on the aforesaid date, if the completion of building in which the flat is situated is on account of :-

- (i) non-available of steel, cement, other building material, water or electric supply.
- (ii) war, civil commotion or act of god.
- (iii) Any notice, order, rule, notification of the Govt. other public or competent Authority.

विक्रय Any other person beyond the control of the builders.		
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It is agreed that upon offering the possession of such flat the Purchaser shall inspect the flat and satisfy about its construction, amenities provided, and if there is any discrepancy he shall immediately bring to the notice of the Developer before taking possession, and upon taking such possession after

*[Handwritten signature]*



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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. 53,410/- (Rupees Fifty Three Thousand Four 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 charges and bye-laws and the cost of preparing and engrossing this agreement. All further expenses or expenses in excess shall be borne and paid by the flat purchaser/s.

R  
D



17. Any amount by way of premium or security deposits payable to Municipal Corporation of Greater Mumbai or S.R.A. or M.V. or State Government or betterment charges or development tax, 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 hereinabove 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 flat

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बरल - ४		
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TRUE COPY



Flat No. G-704, Krishna Residency,  
S.V. Road, Near Dalmiya College,  
Sunder Nagar, Mumbai - 400064.

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*[Handwritten signature]*

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 said arbitration clause shall apply even to dispute if any by the Parties regarding formatting of Society including registration of Society.



49. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of the promotion, construction, 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 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, 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

*[Handwritten signature]*

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THE SECOND SCHEDULE COMMON AREAS AND FACILITIES

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

- (I) Entrance lobby and foyer of the building.
- (II) Staircase of the building including main landing, for the purpose of 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.
- (V) One number of underground tank water of adequate capacity with water pumps connected with overhead water tank.



THE THIRD SCHEDULE RESTRICTED AREAS AND FACILITIES

(i) Land adjacent to the premises shall belong to the purchasers of such premises and they shall have the exclusive rights to use, occupy, enjoy and possess 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 manner the promoters deem fit and proper.

THE FOURTH SCHEDULE

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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 holders used by him/her/them in common with the other occupiers of flats.

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250

SIGNED AND DELIVERED by the )  
Withinnamed DEVELOPERS )  
M/S. M.R. REALTORS, through )  
managing Partner )  
Mr. Abdul Rahim Baxudger )  
in presence of .....



For M. R. REALTORS

Rahim  
Partner

1. Shuikh Rahim )  
105, Aizams Royale, Goregaon (W)



2. Rahim

SIGNED AND DELIVERED by the )  
Withinnamed PURCHASER )  
Mr. Manmohan Didwania )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of .....



Manmohan Didwania



1. Shuikh Rahim )  
2. Sanjay Khande )  
B-619 Jaswant Allied Bwnn Centre,  
Meld - W - M-64.



जरल - ४	
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COPIES

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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 - IV of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbai.

No. SRA/ENG/1545/PS/MHL/AR/



To,

M/s. M. R. Realtors

With reference to your Notice, letter No. 9468 dated 5/10/ 2005 and delivered on 05/10/ 2005 and the plans, Sections, Specifications and Description and further particulars and details of your building at S-1 CTS. No. 40(pt), 50(pt) of Village Sale Sabadi at Yashwant Nagar, Town Durgam Goregaon (W)

furnished to me under your letter, dated \_\_\_\_\_ 200 I 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 :

- A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL
- A.1) That the Commencement Certificate u/s. 44/69 (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 demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per D.C. Regulation No. 3F (27)
- A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D.C. Regulation 5(3) (b) shall be submitted by him.
- A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before C.C.

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ANNEXURE - II

SLUM REHABILITATION AUTHORITY

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

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1986 (FORM "A")

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

COMMENCEMENT CERTIFICATE

21 FEB 2006

To,  
M/s. M. R. Realtors

Sir,  
With reference to your application No. 9468 dated 5/10/2005 for Development Permission and grant of Commencement Certificate under section 44 & 89 of the Maharashtra Regional Town Planning Act, 1986 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1986 to erect a building on plot No. C.T.S. No. 49(pt), 50(pt) of village Pahadi T. P. S. No. - ward P/s., situated at Yashwant Nagar Teen Dongri Goregaon

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned in LOI/WR No. SRA/ENG/617/PS/MHL/101 dt. 24/9/05  
IOA/WR No. SRA/ENG/1545/PS/MHL/AP dt. 14/12/05  
and on following conditions.



- land vacated in consequence of endorsement of the setback line/road widening line shall be part of the Public Street.
3. 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.
4. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
5. 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.
6. If construction is not commenced this Commencement Certificate is renewable every year and such extended period shall be in no case exceed three years provided further that such extension shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1986.
7. This Certificate is liable to be revoked by the C.E.O. (SRA) if:-  
(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.  
(b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.  
(c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1986.
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.

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 the said Act.

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

For and on behalf of Local Authority  
The Slum Rehabilitation Authority

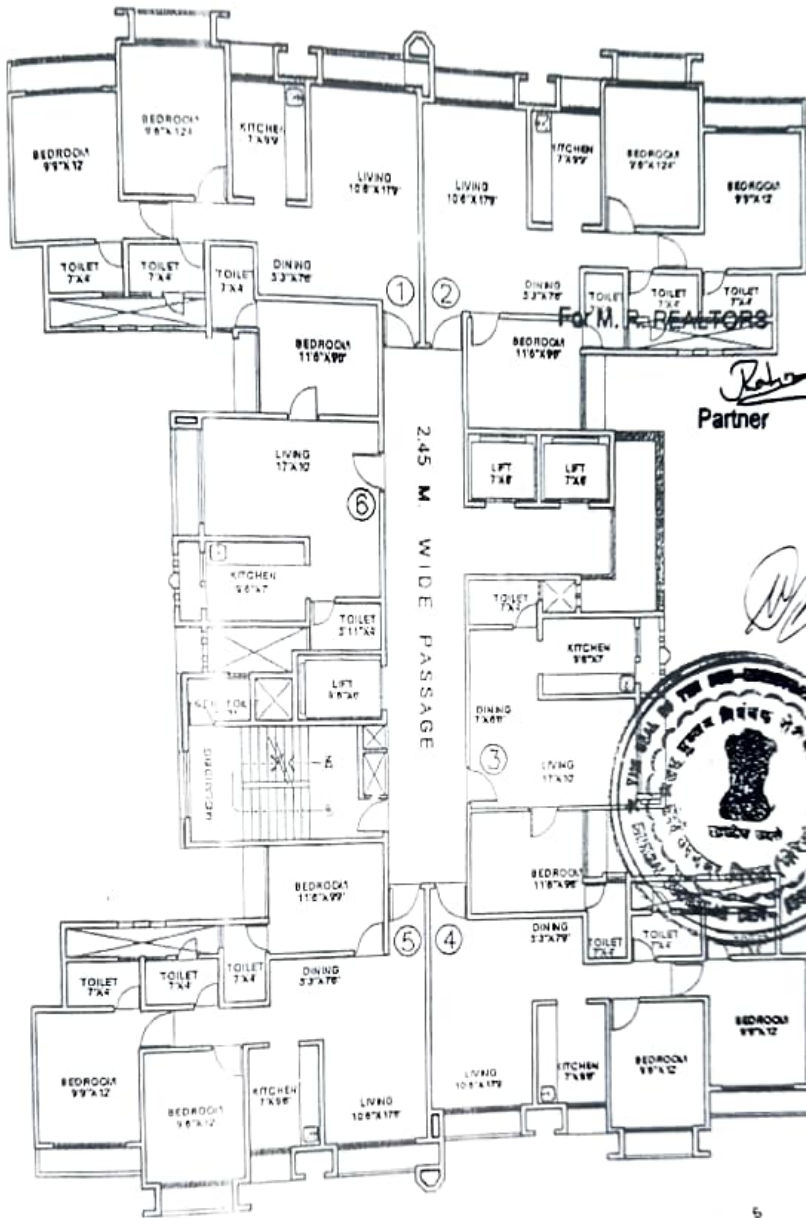
*[Signature]*  
Executive Engineer (SRA)  
FOR  
CHIEF EXECUTIVE OFFICER  
(SLUM REHABILITATION AUTHORITY)

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ANNEXURE - V

Flat No 402 / 4th Floor.



For M. R. REALTORS  
*Raha*  
Partner

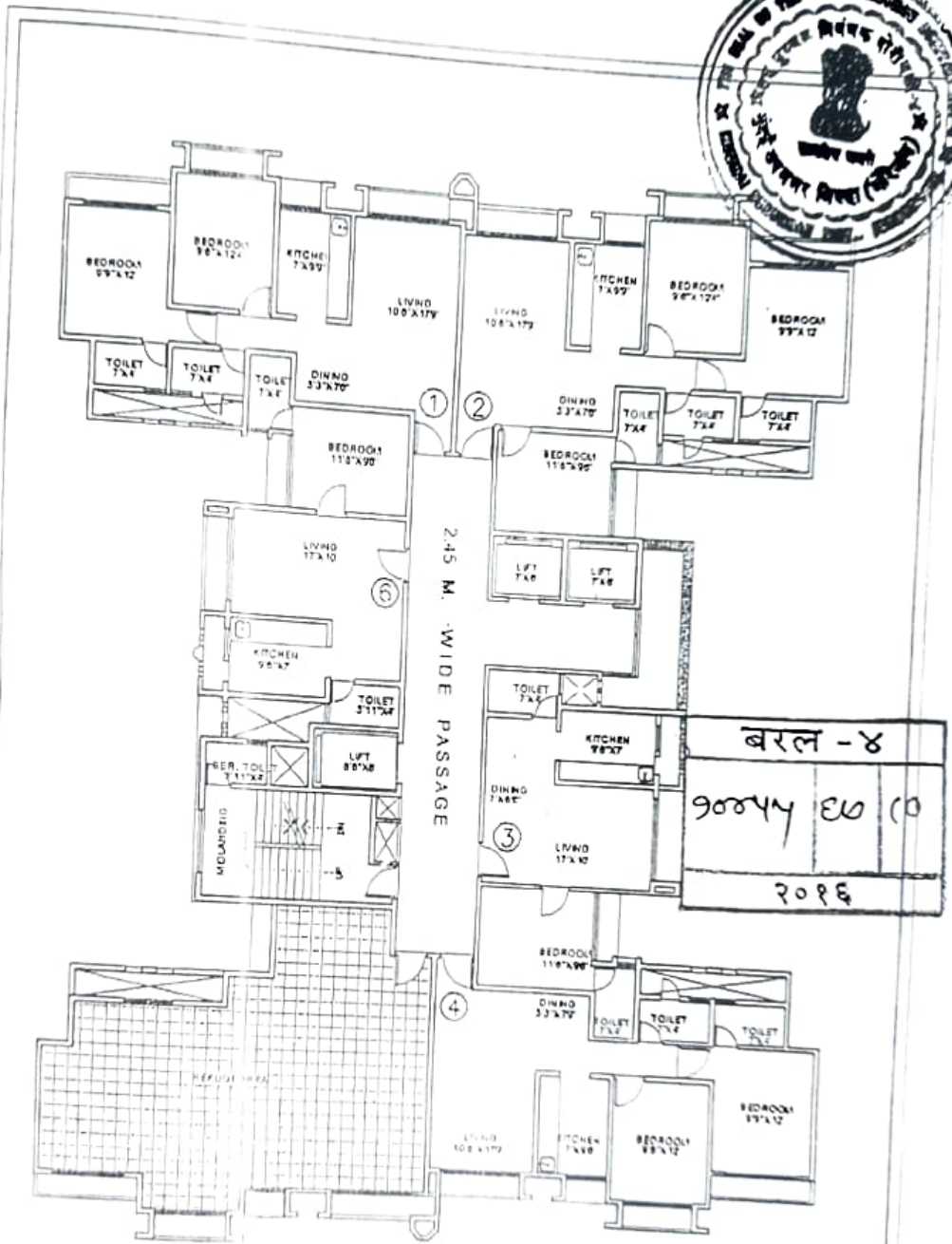
**TYPICAL FLOOR PLAN**  
( 1st TO 3rd , 5 th TO 7th , 9th TO 11th FLOOR )  
( 13th TO 15th , 17 th TO 19 th & 21 th & 22 nd FLOOR )



DESCRIPTION OF PROPERTY  
PROPOSED SALE BLDG. ON PLOT BEARING  
C.T.S. NO.49 (PART), 50 (PART), 50-A (PART),  
VILLAGE PAHADI GOREGAON, TEEN DONGRI,  
GOREGAON (W), MUMBAI.  
DEVELOPER  
M/s M. R. REALTORS.

**DEODHAR ASSOCIATES**  
Architects & Interior Designers  
100, 500H - VIVANT APARTMENTS, CHANDRANAGAR, LOK CROSS ROAD,  
NEAR RAJAPURA HALL, V. V. ROAD - PART II, MUMBAI - 400057.  
TEL NO : 2 011 42 21, 2 016 88 05, 2 016 89 07.

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**8th AND 16th FLOOR PLAN**



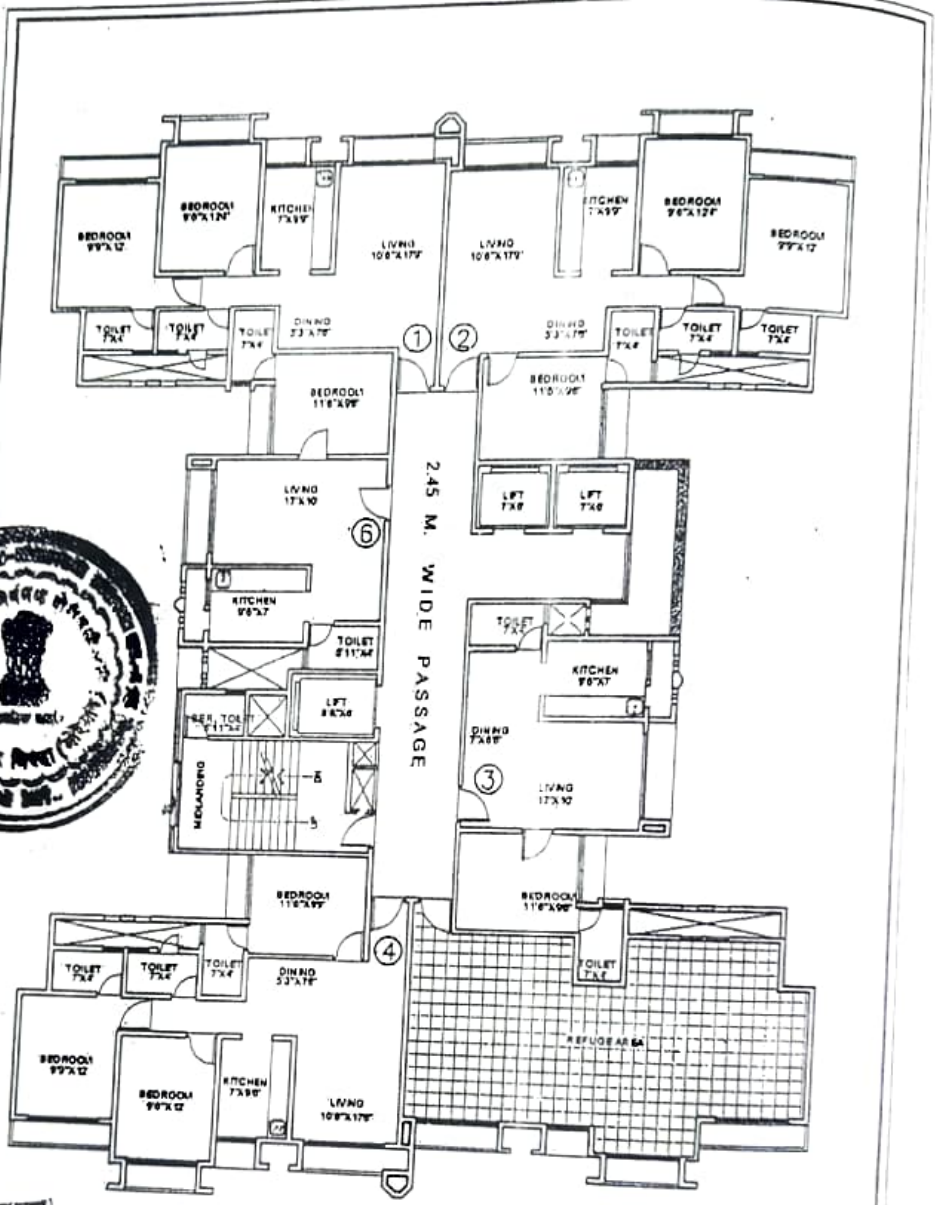
DESCRIPTION OF PROPERTY  
 PROPOSED SALE BLDG. ON PLOT BEARING  
 C.T.S. NO.49 (PART), 50 (PART), 50-A (PART),  
 VILLAGE PAHADI GOREGAON, TEEN DONGHI,  
 GOREGAON (W), MUMBAI.  
 DEVELOPER  
**M/S M. R. REALTORS.**



**DEODHAR ASSOCIATES**  
 Architects & Interior Designers

106, SIDDI - VNATAK APARTMENTS, SHIRADHANAND EXT. CROSS ROAD,  
 NEAR RAJPUJIA HALL, VILE PARLE (EAST), MUMBAI - 400057.  
 TEL. NO : 2 611 44 21 , 2 616 66 00 , 2 616 66 07.





बरल - 4th, 12th & 20th FLOOR PLAN

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2088

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**DESCRIPTION OF PROPERTY**  
**PROPOSED SALE BLDG. ON PLOT BEARING**  
**C.T.S. NO.49 (PART), 50 (PART), 50-A (PART),**  
**VILLAGE PAHADI GOREGAON, TEEN DONGRI,**  
**GOREGAON (W), MUMBAI.**  
**DEVELOPER**  
**M/s M. R. REALTORS.**



**DEODHAR ASSOCIATES**  
 Architects & Interior Designers

106, SEDHI - MAYAK APARTMENTS, SHRAOCHAND EXT. CROSS ROAD,  
 NEAR RAJPURA HALL, VILE PARLE (EAST), MUMBAI - 400057.  
 TEL. NO : 2 611 44 21 , 2 616 69 05 , 2 616 69 07.



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13 October, 2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 4

दस्त क्रमांक : 10455/2016

नोदणी 63

Regn. 63m

293

क्रमांक	विवरण	मूल्य
(1)	विलेखाचा प्रकार	करारनामा
(2)	मोबदला	रु.15,040,500/-
(3)	बाजारभावाभावेपट्ट्याच्या बाबतितपट्टाकार आकारणी वेतो की पट्टेदार ते तमुद करावे	रु.11,447,884/-
(4)	भू-मापन,पोटहिस्ता व घरक्रमांक(असल्यास)	49, पालिकेचे नाव: मुंबई म.न.पा. इतर बर्णन : सदनिका नं: 402, माळा नं: 4 धा मजला, इमारतीचे नाव: गेलेक्सी रॉयस, ब्लॉक नं: विलेज पहाडी तीन डोंगरी यशवंत नगर, रोड : मोरेगाव प मुंबई - 400104
(5)	क्षेत्रफळ	86.99 चौ.मीटर
(6)	आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7)	इस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिबादिचे नाव व पत्ता.	1) नाव:- मेसर्स एम आर रिअल्टर्स चे भागीदार अब्दुलरहीम बारुदगर ; वय: 54; पत्ता :- म्हाडत. जी. - 6 ए बिंग, माळा नं. : इमारतीचे नाव: रिग्वी नगर, ब्लॉक नं: एस वी रोड , रोड नं: मांताकून महाराष्ट्र, मुंबई; पिन कोड:- 400054 मॅन नंबर: AAJFM8256H
(8)	इस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिबादिचे नाव व पत्ता	1) नाव:- मनमोहन . डिडवानिया ; वय:49; पत्ता:- खाट नं:जी - 704, माळा नं: 7, धा मजला, इमारतीचे नाव: कृष्णा रेसीडेन्सी, ब्लॉक नं: एस वी रोड मुंबई नं: मालाड प मुंबई, महाराष्ट्र, मुंबई; पिन कोड:- 400064; मॅन नं: AAEPD1248E
(9)	दस्तऐवज करून दिल्याचा दिनांक	07/10/2016
(10)	दस्त नोंदणी केल्याचा दिनांक	07/10/2016
(11)	अनुक्रमांक, खंड व पृष्ठ	10455/2016
(12)	बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.752,100/-
(13)	बाजारभावाप्रमाणे नोंदणी शुल्क	रु.30,000/-
(14)	शेरा	



मुल्यांकनासाठी विचारत घेतलेला तपशील:-

Null

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

खरी प्रत

सह दुय्यम निबंधक. बोरीवली-4  
मुंबई उपनगर।जबडा