

318/1038

Wednesday, February 12, 2020

4:19 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

शहर 1

पावती क्र.: 1421 दिनांक: 12/02/2020

गावाचे नाव: भुलेश्वर

दस्तऐवजाचा अनुक्रमांक: बबड-1-1038-2020

दस्तऐवजाचा प्रकार: पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव: दलीचंद रायचंद चंदन --

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 3000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

4:39 PM ह्या वेळेस मिळेल.

दुय्यम निबंधक, मुंबई-1

बाजार मुल्य: रु. 33500/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 2100/-

सह दुय्यम निबंधक
मुंबई शहर क्र. १

नवीन जागा

म्हणजेच

1) देयकाचा प्रकार: eChallan रक्कम: रु. 1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011390075201920M दिनांक: 12/02/2020

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1202202005429 दिनांक: 12/02/2020

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशील :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

गोमाराम के

ई),

मैन

वर्डींग नं

मुंबई, - , - ,

DELIVERED

ON 9/8/2020

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला
तपशील :-मुद्रांक शुल्क आकारताना निवडलेला
अनुच्छेद :- :मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाने तपशील
दस्तप्रकारानुसार आवश्यक नाही(i) within the limits of any Municipal Corporation or any Cantonment area
annexed to it.

2/12/2020



6bi



12/02/2020

सूची क्र.2

दुय्यम निबंधक : दु.नि.मुंबई शहर 1

दस्त क्रमांक : 1038/2020

नोंदणी :

Regn.63m

गावाचे नाव : भुलेश्वर

(1)विलेखाचा प्रकार	पर्यायी जागेचा करार
(2)मोबदला	0
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	33500
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: जुन्या जागेच्या बदली नवीन जागा शॉप नं 10,तळमजला,निओ अमेटी बिल्डिंग,पहिली कारपेंटर स्ट्रीट,नानूभाई देसाई रोड,खेतवाडी मेन रोड,मुलेश्वर,मुंबई नं 400004. क्षेत्रफळ 21.06 चौ मी कारपेट म्हणजेच 226.69 चौ फुट कारपेट. (C.T.S. Number : 2982, 2983 ;)
(5) क्षेत्रफळ	1) 25.28 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स निओ बिल्डर्स अँड डेव्हलपर्स चे मालक नरेश के मेहता तर्फे कु मु गोमाराम के चौधरी - वय:-42; पत्ता:-, -, ऑफिस नं 9, सिंधी लेन, मुंबई, -, -, अंबेवाडी (मुंबई), MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400004 पॅन नं:-AETPM3540G
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-दलीचंद रायचंद चंदन -- वय:-78; पत्ता:-, -, शॉप नं 3, तळमजला, बिल्डींग नं 22/32 , पहिली व दुसरी कारपेंटर स्ट्रीट, नानूभाई देसाई रोड, खेतवाडी मेन रोड, मुंबई , -, -, अंबेवाडी (मुंबई), MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400004 पॅन नं:-AABPC6424F
(9) दस्तऐवज करून दिल्याचा दिनांक	31/01/2020
(10)दस्त नोंदणी केल्याचा दिनांक	12/02/2020
(11)अनुक्रमांक,खंड व पृष्ठ	1038/2020
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	2100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	1000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



संगणक खरी प्रत,

सह दुय्यम निबंधक
मुंबई शहर क्र. १



CHALLAN
MTR Form Number-6



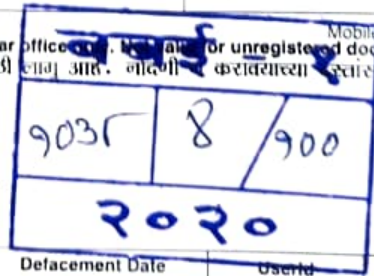
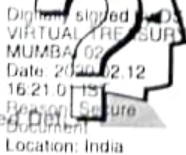
GRN	MH011390075201920M	BARCODE		Date	29/01/2020-12:40:51	Form ID	25.2
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)		PAN No.(If Applicable)			
Office Name	BOM1_MUMBAI CITY 1 SUB REGISTRAR	Full Name	DALIOCHAND RAICHAND CHANDAN				
Location	MUMBAI	Flat/Block No.	SHOP NO 10 GROUND FLOOR NEO AMITY				
Year	2019-2020 One Time	Premises/Building	BUILDING				

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN	
0030045501 Stamp Duty	2100.00	1ST AND 2ND CARPENTER STREET NANUBHAI DESAI ROAD	MUMBAI		4 0 0 0 0 4	
0030063301 Registration Fee	1000.00					
Remarks (If Any)						
SecondPartyName-NEO SUB DEVS AND DEVELOPERS-						
Total		3,100.00	Amount in Words	Three Thousand One Hundred Rupees Only		



Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque/DD Details	Bank CIN	Ref. No.	00040572020012935843	CPY1570152	
Cheque/DD No.	Bank Date	RBI Date	29/01/2020-00:00:00	30/01/2020	
Name of Bank	Bank-Branch		STATE BANK OF INDIA		
Name of Branch	Scroll No. , Date	231 , 30/01/2020			

Department ID:
 NOTE:- This challan is valid only if it is registered in Sub Registrar office. It is not valid for unregistered document.
 Mobile No : 0000000000



Challan Defaced Document
 Location: India

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(S)-318-1038	0006186471201920	12/02/2020-16:19:45	IGR182	1000.00

D-R Choudhary

[Signature] Page 1/2

Mr. Dalichand Raichand Chandan, an adult, Indian Inhabitant of Mumbai, Tenant/Occupant of **Shop No. 03** on **Ground Floor**, Building No. 22-32 situated at 1st & 2nd Carpenter Street, Nanubhai Desai Road (Khetwadi Main Road), Bhuleshwar Division, 'C' Ward, Mumbai - 400 004, hereinafter called "**THE TENANT/OCCUPANT**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators

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and assigns) of the OTHER PART.

AND WHEREAS by Deed of Conveyance dated 19/06/2006 duly registered with Registrar of Assurances of Mumbai under Sr. No.BBE-2/6637/2006 registered on 11th July, 2006 executed between 1) MR.RAJEN HARKISONDAS MATHURIA 2) MRS. JAYSHREE MANOJ MEHTA and 3) SMT. HEMA ASHOK MEHTA as the Vendors therein and MR. NARESH MEHTA referred therein as a "Purchaser" and the said Purchaser therein has purchased from Vendors therein all that piece or parcel of land bearing C.S.No. 2983, Bhuleshwar Division TOGETHERWITH buildings bearing House No. 62/64 (Constructed in the year 1961-1962) Consisting of Ground and two floors) standing thereon situate at 1st Carpenter Street, Nanubhai Desai Road, Mumbai, admeasuring 292 Sq. Yds. i.e. 244.15 Sq. mtrs. or thereabouts and assessed by the Assessor & Collector of Municipal Rates and Taxes under "C" Ward Nos. 6532(1), 6533(A), 6533-34 & 6532(2) Street Nos. 17-23 & 284 within the District of Mumbai City more particularly described in the **Schedule-I** hereunder written (herein after refer to as "**SAKHARWALA BUILDING**");



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AND WHEREAS by Deed of Conveyance dated 19/06/2006 duly registered with Registrar of Assurances of Mumbai under Sr. No.BBE-2/6638/2006 executed between 1) MR.RAJEN HARKISONDAS MATHURIA 2) MRS. JAYSHREE MANOJ MEHTA and 3) SMT. HEMA ASHOK MEHTA as the Vendors therein and MR. NARESH MEHTA referred therein as a "Purchaser" and the said Purchaser therein has purchased from Vendors therein all that piece or parcel of land bearing C.S.No. 2982, Bhuleshwar Division TOGETHERWITH 2(two) buildings One bearing House No. 34/40(Constructed in the year 1961-1962-Consisting of Ground and three floors) and bearing House No. 22/32(Constructed in the year 1961-1962-Consisting of Ground and first floors) the other standing thereon situate at 1st Carpenter Street, Nanubhai Desai Road, Mumbai, admeasuring 362 Sq. Yds. i.e. 302.64 Sq. mtrs. or thereabouts and assessed by the Assessor & Collector of Municipal Rates and Taxes under "C" Ward Nos. 6532(1), 6533(A), 6533-34 & 6532(2) Street Nos. 25, 25A & 27 to 31 within the District of Mumbai City more particularly described in the Schedule-II hereunder written (herein after refer to as "SAKHARWALA BUILDING");



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In pursuant to the aforesaid the Owner/Developer are re-developing the aforesaid property (which are more particularly described in the Schedule-I and Schedule-II) after demolishing the existing buildings known as "Sakharwala Building," alongwith other structures standing on the aforesaid property bearing C.S. Nos. 2982 & 2983 of Bhuleshwar- Division, situate at 1st Carpenter Street, Nanubhai Desai Road, Mumbai, combine or collectively admeasuring total area of 654 sq.yds. i.e. equivalent to 546.79 sq.mtrs. according to

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prior title deeds and by constructing a new building in accordance with the building proposals and plans sanctioned by the Municipal Corporation of Greater Mumbai and other concerned Public Body and Local Authorities on the aforesaid properties (herein after collectively and combinely refer to as "**The Said Property**");

AND WHEREAS the Owners/Developers herein have become seized and possessed of and/or otherwise well and sufficiently entitled to the said property which are more particularly described in the **Schedule-I** and **Schedule-II** hereunder written.

AND WHEREAS the various premises in the building/structures standing on the said property were occupied by the Tenants/Occupants.

AND WHEREAS the Building/Structures which were standing on the said property were cessed old and it were in dilapidated condition.

AND WHEREAS the Owners/Developers have evolved a scheme of Re-Development of the said property under Regulation No.33(7) and/or 33(9) of the Development Control Regulation for Greater Mumbai 1991 as amended now its known as Development Control Regulation for Greater Mumbai 2034 with consent of the Tenants/Occupants of the various premises. (Residential and Commercial) in the said property.

AND WHEREAS the Tenants/Occupants of various Premises of the said property had given their consent for Re-Development of the said property to the Owners/ Developers.

AND WHEREAS after obtaining N.O.C from MHADA/ MBR&R Board for Redevelopment of the said



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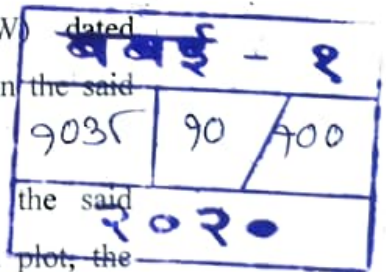
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The Owners/ Developers Sign

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The Tenant/ Occupant Sign

property bearing NOC No. R/NOC/F1846/3204/MBRRB-10 issued on 29/07/2010. The Owners/Developers have proposed to construct on the said property Multi-storeyed building/s comprising of shops, offices (commercial) and residential premises in the said property and in terms thereof have accordingly submitted the layout plans and Building Plans to the Municipal Corporation of Greater Mumbai for sanction for development by construction of Building/s on the said property;

AND WHEREAS Building Proposal was prepared and submitted by the Owners/Developer/Architect to the Brihan Mumbai Mahanagar Palika (BMC) on the basis of the No Objection Certificate of MHADA bearing No. R/NOC/F-1846/3204/MBRRB-10 dated 29th July, 2010 and the BMC has pleased to sanction the Building Proposal vide Intimation of Disapproval No. EB/5764/C/A dated 26/06/2013 and the Owner/ Developers have obtained the Commencement Certificate bearing No. EEBPC/5764/C/A dated 05/01/2015 and further Commencement Certificate bearing No. CHE/CTY/0158/C/337 (NEW) dated 03/01/2018 for construction of the building on the said Property;

AND WHEREAS while sanctioning the said plans, in respect of construction on the said plot, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the OWNERS/DEVELOPERS while developing the said plot as more particularly mentioned in **Schedule-I and Schedule-II** hereunder written and upon due observance and performance of which only the building Completion



Certificate and Occupation Certificate in respect of the said building shall be granted by the concerned authority.

AND WHEREAS the Tenant/Occupant herein was/were in use and occupation of **Shop No. 03** admeasuring about **18.74 Sq. mts.** Carpet area on the **Ground Floor** of the original building known as "**Sakharwala Building**", situated on the said property described in the first schedule hereunder written as a monthly Tenant/Occupant of the said Owners /Developers at the monthly rent **Rs. 279/- (Rupees Two Hundred Seventy Nine Only)** per month (hereinafter referred to as "Old Premises");

AND WHEREAS the Tenant/Occupant has taken the inspection of the NOC issued by MHADA/M.B.R. & R. Board, Intimation of Disapproval & Commencement Certificate issued by the Municipal Corporation of Grater Mumbai and all the relevant documents including plan, design amenities & specification in respect of the redevelopment of the said property along with all the other Tenants/Occupants of the said property, the tenant/occupant satisfied about the documents and Redevelopment plan and rights & title of the Owner/Developers and have given his/her/their consent for Re-Development of the said property and has/have executed the present Agreement and by virtue thereof has also recorded and confirmed the handing over of possession of the original tenement that is old premises to the Owners/Developers for demolition & re

AND WHEREAS the tenant/occupant having understood the extent of construction proposed to be laid out on the said property, has given irrevocable consent for the same and agreed not to raise any objection to the



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The Tenant/ Occupant Sign

same, subject to the Owners/Developers complying with the terms and conditions set out herein.

AND WHEREAS terms "Tenant/Occupant in these presents shall, unless it be repugnant to the context or meaning there of, also include the plural and the feminine gender of the Tenant/Occupant.

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

1. The tenant /occupant has prior to the execution of this agreement satisfied himself/herself/it self/themself about the title of the Owner/Developer and hereby agrees that the Owners/Developers are the lawful Owners of the said property more particularly described in the Schedule-I hereunder written and are entitled to re-develop the same under the Regulation 33(7) and/or 33(9) of Development Control Regulation 2034.
2. The Owners/Developers agree that the Tenant/Occupant is the tenant/occupant in respect of the said old premises. i.e. **Shop No. 03 on Ground Floor**, Building No. 22-32 situated at 1st & 2nd Carpenter Street, Nanubhai Desai Road (Khetwadi Main Road), Bhuleshwar Division, 'C' Ward, Mumbai-400 004.
3. The Tenant/Occupant hereby represent that the Tenant is in legal possession of the said old premises and save and except him/her/their none else is entitled to the tenancy rights in respect of the said old premises and as such he/she/they is



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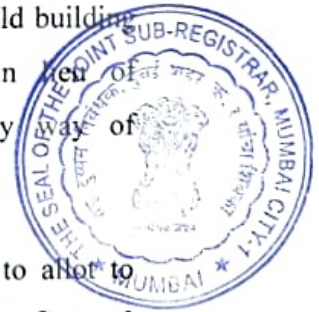
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provided herein, the Tenancy rights of the Tenant/Occupant to the existing tenement shall continue. On the Tenant/Occupant provided with the permanent alternate commercial premises on Ownership basis, the tenancy right of the Tenant/Occupant to the old premises will ipso/facto come to an end.

8. The Owners/Developers agree and declare that they have redevelop the said property under Development Control Regulation No.33(7) with the permission of the Maharashtra Housing and Area Development Authority under which each certified tenant of the old building is entitled to be allotted in the proposed said new building/s a self-contained Flat as per the MHADA list & Rules & Regulation of M.C.G.M. free of cost on Ownership basis and in case of commercial premises, the area to be given in the re constructed said new building will be equal to the area of the commercial premises occupied in the old building on ownership basis free of cost in lieu of his/her/their old premises as and by way of permanent alternate premises.

9. The Owners/Developers hereby agree to allot to the Tenant/Occupant **Shop No. 10** on the **Ground Floor** of Carpet Area admeasuring **226.69 Sq.ft.** in the New building to be constructed on the said property free of cost on Ownership basis (for sake of the brevity hereinafter referred to "**the said shop**") and more particularly described in the **Schedule-III** hereunder written.



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objection whatsoever in nature/manner against the Owners/Developers on their Giving out on leave and license/tenancy/lease basis any of the unsold premises in the said Building to persons of their choice, and if the Owners/Developers so choose, then to getting themselves and/or their nominee(s) enrolled as nominal member(s) of the said proposed society in respect of such premises, pending the ultimate sale thereof by the Owners/Developers.

15. (a) The Tenant/Occupant hereby agrees that the Owners/Developers shall construct the said new building on the said property in accordance with the plans approved and sanctioned by the Municipal Corporation of Greater /Mumbai (M.C.G.M) and other concerned competent authorities and for the purpose of the said redevelopment the Owners/Developers shall be entitled to consume and utilize available Floor Space /index (FSI) of the said property and also load TDR (Transfer Development Rights) thereon as may be Tenant doth hereby accord his/her/their irrevocable consent.



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- b) There still remains some balance of F.S.I to be utilized in the concern building, the same has been balance due to clearance from the High Rise Committee of M.C.G.M all the tenants/ occupants/ members are well aware that whenever any such F.S.I. is available before or after the possession or before or after formation of and conveyed of the society the balance of F.S.I will be sole discretion of the builders/developers. The builders/developers can utilized it and sell it in the open market to any

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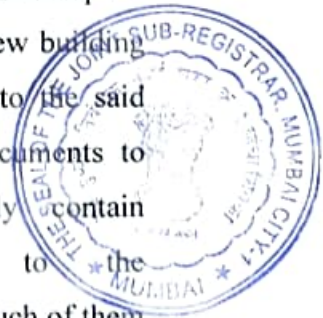
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The Owners/ Developers Sign

The Tenant/ Occupant Sign

party/person/s of his choice or consume the same in any manner. The members/tenant/society/occupant will have no claims or objection for the same.

(c) The Tenants/Occupants shall have no claim and right to any other such portion and structure of the said property and the newly constructing said new building thereon save and except the said shop which is allotted herein to Tenant/Occupant as Permanent Alternate Commercial Premises all portion and structure that is all open spaces, parking spaces, lobbies, lifts, staircase, terraces, recreation spaces, garages, podium level, Unutilized F.S.I. or additional F.S.I. which may hereinafter available all aforesaid rights reserve & belongs with the Owners/Developers and shall remain the property of the Owners/Developers. Upon the said property and the said new building constructing thereon being conveyed to the said proposed society as aforesaid the documents to transfer the same shall invariably contain necessary covenant reserving to the Owners/Developers aforesaid right or such of them as the Owners/Developers may desire. The Owners/Developers have absolute and exclusive right to deal with such open spaces, parking spaces, lobbies, lifts, staircases, terraces, recreation spaces, garages, podium level, unutilized F.S.I. or additional F.S.I. etc. even after the proposed society shall being formed and conveyed.



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16. The Tenant/Occupant have agreed that said shop in the said new building being constructed on the said

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property with the clear cut understanding and agreement and condition that the Owners/ Developers shall have at all time full and absolute right to use and utilize the F.S.I and also the TDR that may be available on the said property at any time or/and any future date on account of any relaxation of the Development rules and/or on account of Tenant/Occupant of TDR rights or otherwise and that said covenant shall be covenant running with the land and that the Owners/Developers have agreed to execute the present Agreement for Permanent Alternate Commercial Premises in respect of the said shop in favour of Tenant/Occupant on clear cut agreement and understanding by and between the parties that the Owners/Developers right to utilize the FSI and TDR on the said property at any future date is not affected and that the said right to utilize the FSI and TDR shall remain with the Owners/Developers and/or their successors in title and that this covenant given by Tenant/Occupant and other Residential tenants shall be binding upon Tenant/Occupant and also the Residential tenants their heirs, Legal representatives and executors, administrators and successors in title and also upon the proposed society and upon each and every present or future members of the proposed Society and that the said consent under no circumstances shall be withdraw or revoked at any future date by Tenant/Occupant or other Residential tenants their heirs, Legal representatives and executors, administrators and their successors in title or any proposed Society or present or future members of the proposed Society.



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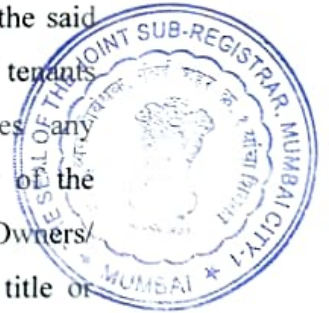
NC
The Owners/ Developers Sign

✗ B.R.
The Tenant/ Occupant Sign

17. That the Tenant/Occupant hereby further declare agree and confirm that the aforesaid Undertaking to that the Owners/Developers of the said property shall have all the time unfettered right to use and utilize the FSI and TDR that may be available on the said property at future date and hence the Residential tenants have agreed and bind themselves to give their full co-operation to the Developers and/or their agents or successors in title to utilize the future FSI/TDR that may be available on the said property.

बवई - २		
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18. That the Tenant/Occupant and other Residential tenants their heirs, legal representatives, executors, administrators and successors in the title and also proposed Society and all the present & future members shall have no right to use and utilize the future FSI/TDR that may be available on the said property and for any reason if Residential tenants or any of the Tenant/Occupant creates any obstacles hindrance or comes in the way of the utilization of the FSI/TDR by the Owners/Developers hereon or their successors in title or any person claiming through them, then in such event the Owners/Developers shall have right to revoke and terminate Ownership Agreement and all the rights emanating the from shall come to end upon such termination and without prejudice to the same, the Tenant/Occupant and all the persons claiming through them shall be bound and liable to pay compensation for the loss as and by way of liquidated and ascertained damages and for which the Owners/Developers shall have first charge and



NO

४ D-R

Residential tenants their heirs, legal representative and executors, administrators and successors in title and also the proposed society and every present & future members of the proposed society shall not be revoked under any circumstances and that these powers and authorities given to the Owners/Developers are in the nature of the covenants running with the land and for any reason if there is any breach by the said Society or any of its members in future then without prejudice to the other rights and remedies under law to go for other Residential tenants their heirs, legal representative and executors, administrators and successors in title and also the proposed society and every present & future members of the proposed society are liable to pay liquidated damaged on the footing the profit the Owners/Developers would have made on the basis of the prospective FSI that would have been available on the said property.

20. That the Tenant/Occupant further agrees that for the purpose of exercising their rights the Owners/Developers and their agents and or their representative shall have irrevocable power and right to enter upon the said property even after the proposed Society will be formed and conveyance.

21. Tenant/Occupant hereby declare that at any future date, the FSI which is available on the said property shall belong to the Owners/Developers only and Tenant/Occupants other Residential tenants shall have no right title claim on the FSI or to ask for any compensation in lieu of the same and or any reasons if the Owners/Developer shall

बवई - १	
१०३८	२२ / १००
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* D-R

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the said property shall remain and continue with the Owners/Developers only.

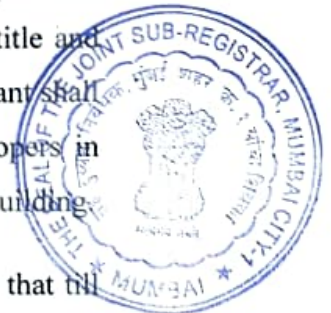
24. (A) The Tenant/Occupant hereby covenants, agrees and undertakes to sign such consent letters and other papers as may be required by the Owner / Developer from time to time for availing of the benefit of Construction of the additional floors area and/or structures as per the rules and regulations of the local authority.

(B) The Tenant/Occupant shall from time to time sign all application, papers and documents, and do all such acts, deeds, matters and things as the Builder and/or the society may require for safeguarding the interest of the Owner/Developer and/or the Tenant/Occupant and the other Tenant/Occupant of the said premises in the said building.

25. It is agreed that on the Owners/Developers handing over possession of the permanent alternate commercial premises to the Tenant/Occupant the tenancy rights and all other claims right, title and interest of the said old premises of the Tenant shall have no claim against the Owners/Developers in respect of the said old premises in the old building.

26. The Owners/Developers agree and declare that till such time the Tenant is handed over possession of the new permanent alternate commercial premises /said shop, the Tenant shall continue to remain a Tenant of the Owners/Developers under the Maharashtra Rent Control act 1999 as amended and the Tenant shall not in any way be deemed to have surrendered the tenancy of the said old premises to the Owners/ Developers.

बवई - १	
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The Owners/ Developers Sign

The Tenant/ Occupant Sign

be at the liberty to sale the said FSI in the open market and or to utilize the said FSI on any other property as the Owners/Developers may deem fit. To make things very clear in the matter of user of the benefit of FSI and/or TDR, it is very clearly agreed and understood by and between the parties that the sale of the said flat is subject to the full and absolute right of the Owners/Developers to the use of the benefit of the FSI in whatever form on the said property plot of land shall always belong to the Owners/Developers and that they alone can utilize the benefit of the future FSI which may be available on the said property on account of any compensation or benefit or advantage in lieu of the same for all time to come.

*22. Tenant/Occupants further declare agree and confirm that during the period of utilization of FSI/TDR on the said property by the Owners/Developers and by the construction work Residential tenants and all other residential tenants will have to go through some amount of discomfort and inconvenience and hardship including noise and pollution Residential tenants and all other tenants agree and undertake to go through the discomfort and inconvenience during the period of construction and utilization of the FSI/TDR on the said property.

Tenants/Occupants hereby further declare agree and confirm that notwithstanding the formation of the proposed society and even conveyance of the said property by the Developers in favour of the Proposed Society, the right of the Owners/Developers to utilize the future FSI and TDR on



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No. _____
 The Owners/ Developers Sign
 The Owners/ Developers Sign

o b k
 The Tenant/ Occupant Sign
 THE TENANT/ OCCUPANT SIGN

47. The name of the said building shall always be "NEO AMITY".
48. All the notices to be served on the Tenant/Occupant shall deemed to have been duly served if send to the Tenant/Occupant by registered post at the address of the Tenant/Occupant specified as follows.

Mr. Dalichand Raichand Chandan
 2201, 22nd Floor, 198/200,
 Earth Sampann CHS,
 Achut B.Kolhatkar Marg, Khetwadi,
 Girgaon, Mumbai- 400 004.

49. This Covenant and undertaking herein been given by Tenants/Occupants shall be binding upon Tenants/Occupants and all the Residential/Commercial tenants their heirs, legal representatives, executors, administrators and successors in title and also upon the proposed Society each and every present or future members of the proposed Society and their heirs, legal representatives, executors, administrators and successors in title for all time to come.

It is agreed that stamp duty and registration charges of the Agreement for permanent alternate commercial premises, will be borne and paid by the Tenants/Occupants.



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THE SCHEDULE-I HEREINABOVE REFERRED TO:

The building known as "SAKHARWALA BUILDING" bearing Municipal Ward No.6532(1), 6533(A), 6533-34 & 6532(2), Street Nos.17-23 & 284 bearing Cadastral Survey No. 2983 of Bhuleshwar Division, 'C' Ward in

NC

 The Owners/ Developers Sign

D.R.

 The Tenant/ Occupant Sign

the Registration District and Sub District of Mumbai City being lying and situate at Nanubhai Desai Road & 1st Carpenter Street, Mumbai – 400 004.

THE SCHEDULE-II HEREINABOVE REFERRED

TO:

ALL THAT plot of land together with structures and building standing thereon known as “SAKHARWALA BUILDING” bearing Municipal Ward No. 6532(1), 6533(A), 6533-34 & 6532(2), Street Nos. 25, 25A & 27 to 31 bearing Cadastral Survey No. 2982 of Bhuleshwar Division, ‘C’ Ward in the Registration District and Sub District of Mumbai City being lying and situate at Nanubhai Desai Road & 1st Carpenter Street, Mumbai – 400 004.

THE SCHEDULE-III HEREINABOVE REFERRED

TO:

Shop No. 10 on the Ground Floor, NEO AMITY Building, bearing Municipal Ward No. 6532(1), 6533(A), 6533-34 & 6532(2), Street Nos.17-23 & 284 and Street Nos. 25, 25A & 27 to 31 bearing Cadastral Survey Nos. 2982 and 2983 of Bhuleshwar Division, ‘C’ Ward in the Registration District and Sub District of Mumbai City being lying and situate at 1st & 2nd Carpenter Street, Nanubhai Desai Road, Mumbai – 400 004



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THE SCHEDULE-IV HEREINABOVE REFERRED

TO:

The nature, extend and description of the “Common areas and facilities” and of the “Limited Common areas and facilities” shall be as under:

✓ D.L.

NC

- (iv) The Tenant/Occupant/s shall not employ in the said premises any person whom the Owners/Developers consider to be undesirable or to whom the Owners/Developers object.
- (v) The Tenant/Occupant/s shall ensure that all persons employed by him/her/them behave in an orderly and discipline manner, and do not carry out any unfair activities, demonstration in front of the said premises and or within the Shopping area and/or in the vicinity of the property.
- (vi) The Tenant/Occupant/s agrees to keep the said premises/shop clean and presentable.
- (vii) The Tenant/Occupant/s shall not affix or exhibit any other signage on the exterior of the said Shop other than the ear marked space without the written permission of the Owners/Developers and/or proposed society when formed & conveyed.
- (viii) The Tenant/Occupant/s agrees that, though the general security services for the said shopping area will be provided by the Owners/Developers, the Owners/Developers shall not be responsible for any theft pilferage or loss of the goods/articles stores in the shop/premises.
- (ix) The Tenant/Occupant/s agrees that his/her/their rights are restricted to the use of the said premises only and Owner/Developer will entitled to temporarily disconnect the air conditioning or any services, availed and enjoyed by the Tenants/Occupant/s after giving 24 hours notice (except in case of emergencies) to the Tenant/Occupant/s for the purpose of repair servicing or over handling and installing

वर्कई - १	
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any apparatus machine for air conditioning plant or the telephone installation or other services.

THE SCHEDULE-V ABOVE REFERRED TO:

THE LIST OF AMENITIES TO BE PROVIDED IN THE RESIDENTIAL BUILDING:

1. Granite/Marble tiles/flooring.
 2. Decorative bathroom fittings.
 3. Aluminum sliding windows.
 4. Fire-fighting system.
 5. Provision for Intercom System.
 6. Two elevators.
 7. Spacious decorative entrance lobby.
 8. Flat height 2.9 mtrs. Slab to Slab.
 9. Shop height 3.9 mtrs. Slab to Slab.
- Water proofing in Bath Room & Lavatory.
Cement plaster inside the flats.

THE LIST OF AMENITIES TO BE PROVIDED IN THE SHOPPING AREA:

1. Marbonite Tiles.
2. Rolling Shutter.
3. Decorative Sign board.
4. Fire Fighting System.



बकई - १	
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IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and signatures on the day and the year first hereinabove written.

No

o. s. /

The Tenant/ Occupant Sign

SIGNED AND DELIVERED)
 By the withinnamed OWNERS/DEVELOPERS)
M/s. Neo Builders & Developers)
 Proprietor Mr. Naresh K. Mehta)



Mr. Mehta -

in the presence of...)

1.



2.



SIGNED AND DELIVERED)
 by the withinnamed "TENANT/OCCUPANT")
Mr. Dalichand Raichand Chandan)

Dalichand R. Chandan

in the presence of...)

1.



2.



बवई - १	
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SHOP - 10

C.A = 226.69 SQ.FT

11'-5" x 17'-6"

9'-11" x 2'-11"

NANUBHAI DESAI ROAD

GROUND FLOOR PLAN

NEO AMITY

वर्ष - १	
9035	82/900
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1ST CARPENTER STREET

MC S.R. Chaudhary

Proposed Redevelopment of property bearing G.S. No. 2982 of Bhuleshwar Division, C. Ward, Bldg No. 22-32, Ward Nos. 6532 (1), 6533 (A), 6533-34 & 6532 (2)) situated at 2nd Carpenter Street, Nanubhai Desai Road (Kheiwadi Main Road), Mumbai-400 004, for the purpose of Redevelopment under DCR 33 (7).

Sl. No.	Name of Tenant	Name of Occupant	Floor	Room No.	Use	Sq. Ft.	Carpet Area	B.U.A.			Total B.U.A. Sq. Ft.	Whether Existing Bldg. or extension	Whether Conversion of existing Bldg. or extension	Whether Room in MODAL Category (Ref No.)	Whether Room in Bldg. Plan (Ref No.)	Date of Issuance of Bldg. Plan / Shop License	Bldg. Plan / Shop License No.	Status	Remarks	
								Common B.U.A. Sq. Ft.	Common B.U.A. Sq. Ft.	Common B.U.A. Sq. Ft.										
Ground Floor																				
1	Zamekai Bhulward Jan	Zamekai Bhulward Jan	G	Water Room	R	1.36	1.46	0.00	0.00	0.00	1.46	Existing Bldg.	NO	NO	YES			Accepted	As not reflected in MCGM Inspector's Extract of 1995-96	
2	Musata Surgical Jan / Kambhadi	Musata Surgical Jan / Kambhadi	G	Shop - 1	NR	129.36	31.42	0.00	0.00	0.00	31.42	Existing Bldg.	YES	YES	YES			Accepted	TEL BLD-04-1999,	
2	Vijayar Gaur	Vijayar Gaur	G	Shop - 2	NR	24.09	22.78	0.00	0.00	0.00	22.78	Existing Bldg.	NO	YES	YES			Accepted	TEL BLD-04-1997, 01-1999	
2	Dalchand Raychand / Gaudan	Dalchand Raychand / Gaudan	G	Shop - 3	NR	18.74	20.05	0.00	0.00	0.00	20.05	Existing Bldg.	YES	YES	YES			Accepted	TEL BLD-04-1997, 01-1999	
3	Kedra Mohan Radheshyam Nag	Kedra Mohan Radheshyam Choudhary / Nag	G	Shop - 4	NR	13.40	14.34	0.00	0.00	0.00	14.34	Existing Bldg.	YES	YES	YES			Accepted	Treasury Agmt-11-2009	
4	Vinai Laxman Parwar	Shantani Jan & Kambhadi S. Jan (Parallel Tube Fittings)	G	Shop - 5	NR	12.03	12.87	0.00	0.00	0.00	12.87	Existing Bldg.	YES	YES	YES			Accepted	Treasury Agmt-	
First Floor							97.62	104.45	0.00	0.00	194.41									
7	Sardar Zamekai Jan	Sardar Zamekai Jan	1st	1	R	13.13	16.01	5.19	6.33	22.34	22.34	Existing Bldg.	YES	YES	YES			Accepted	Treasury Agmt-	
8	Kambhadi Ramghau	Nar Mahindra Sangvi	1st	2	R	12.81	13.82	5.07	6.18	21.79	21.79	Existing Bldg.	YES	YES	YES			Accepted	Treasury Agreement 2009	
8	Kundaban Ushantani Agrera	Kundaban Ushantani Agrera	1st	3	R	12.23	14.91	4.84	5.90	20.81	20.81	Existing Bldg.	NO	YES	YES			Accepted		
10	Sanyal Ushantani Agrera	Sanyal Ushantani Agrera	1st	4	R	24.04	29.31	9.31	11.49	40.81	40.81	Existing Bldg.	NO	YES	YES			Accepted		
Total						62.31	75.83	24.61	30.08	165.55										

- Total Bldg. up Area is only verified and certified.
- Total Carpet Area of the tenements and tenancy is computed and verified and certified on the basis of the documents submitted by the applicant and physical verification at site.
- This statement should be read with the office letter No. EE / 1.
- All irrevocable contracts are also verified.

M. S. Shah & Associates
Architect

M. Neo Builders & Developers
Owner / Developer

D. P. Patil
Deputy Engineer

S. P. Desai
Sr. Engineer



Handwritten signatures and stamps in blue ink, including a large rectangular stamp with the number '2005' and other illegible text.

Handwritten notes: 'S/N 2', 'S/N 1', 'S/N 2' with arrows pointing to specific rows in the table.

SND + 4 R = 4 nos.



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/CTY/01587C/337(NEW)

COMMENCEMENT CERTIFICATE



Date: 26-Sep-2018
 Junnarikar
 Designation: Assistant
 Engineer
 Organization: Municipal
 Corporation of Greater Mumbai
 Date: 26-Sep-2018 13:16:29

To,
 M/s Neo Builders & Developers
 9, Sindhi Lane, Mumbai 400004

Sir,
 With reference to your application No. CHE/CTY/01587C/337(NEW) Dated. 3/1/2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 3/1/2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 0 C.T.S. No. 2982 & 2983, Division / Village / Town Planning Scheme No. Bhuleshwar situated at Nanubhai desai street & 1st Carpenter Road / Street in C Ward Ward

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

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



The Municipal Commissioner has appointed Shri. Asst.Eng.(BP)City II C & Municipal Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 4/1/2016

बबई - १	
१०३८	५५ / १००
२०२०	

Issue On : 5/1/2015

Valid Upto : 4/1/2016

Remark :

This C.C. is granted upto plinth level as per last amended approved plans dated 11.03.2014

Approved By
Executive Engineer
Executive Engineer

Issue On : 8/11/2016

Valid Upto : 4/1/2019

Remark :

This CC is endorsed and further extended up to 17th floor top level as per last amended plans dated 8.8.2016

Approved By
Mr. Junnarker
Assistant Engineer (BP)

Issue On : 26/9/2018

Valid Upto : 4/1/2019

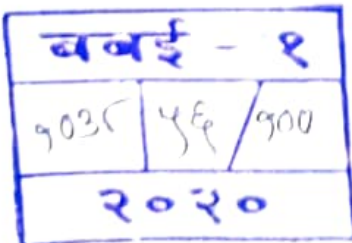
Remark :

This CC is endorsed as per the last approved amended plans Dtd. 21.06.2018 i.e. upto 17th floor (part).



CHE/CTY/0158/C/337(NEW)

Page 2 of 3 On 28-Sep-2018



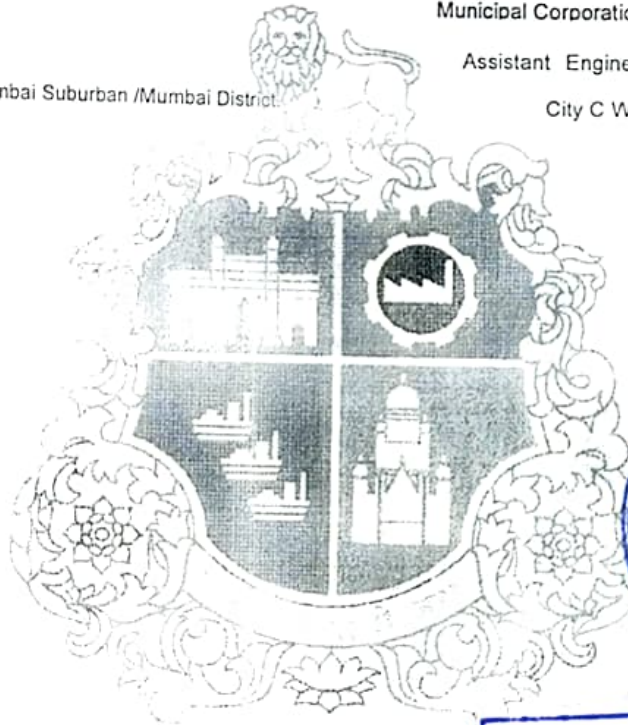
For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai

Assistant Engineer . Building Proposal

City C Ward Ward

Cc to :

1. Architect.
2. Collector Mumbai Suburban /Mumbai District.



बवई - १	
१०३८	५० / १००
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Form 346
88

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

Ex. Eng. Bldg. Proposal (City) 117
1. Ward Municipal Offices, 3rd Floor
10, S. K. Hafizuddin Marg, Byculla
Mumbai - 400 008.

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

EB/5764/C/A

No. E.B./CE/ BS/A of 200 - 200

MEMORANDUM

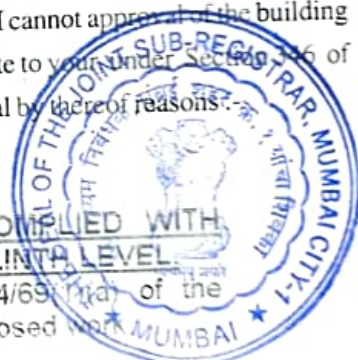
Mrs Neo Builders & Developers
(Proprietor), 9, Sindhi Lane, Mumbai
400004

Municipal Office,
Mumbai 26/06/2010

बवई - १		
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With reference to your Notice, letter No. 4527 dated 20.9.2010..... 200 and delivered on 24.9.2010..... 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at C.S No. 2982 & 2983 of Bhuleshwar Division, Nawabhat, Desai Road, 17 and 27 Carpenter Street, C Ward furnished to me under your letter, dated 200..... I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by the following reasons:-

- A) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.**
1. That the commencement certificate under Section 44/69 of the M.R.T.P. Act will not be obtained before starting the proposed work.
 2. That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
 3. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation (19.23.27).
 4. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.





बृहन्मुंबई महानगरपालिका
करनिर्धारण व संकलन खाते

मालमत्ता कर देयक

सदर देयक बृहन्मुंबई महानगरपालिका अधिनियम, १८८८ मधील कलम २०० अन्वये जारी करण्यात आले आहे.

मालमत्ता लेखा क्रमांक CX1303800210000	मालमत्ता वर्ष 2018-2019	देयक क्रमांक 201810BIL07012676 201820BIL07012677	देयक दिनांक 17/05/2018
नाम व पत्ता : M/s. NEO BUILDERS DEVELOPERS NEO BUILDERS & DEVELOPERS SINDHI LANE SINDHI LANE Mumbai 400004 Maharashtra		प्रेषक - सह. क. व सं. / विभाग : Asst. Assessor & Collector Dept., 4th floor, Room No 22, B.M.C. C- Ward, 76 Shrikant Palekar marg, Chandanwadi, Mumbai - 400 002.	

मालमत्ता क्रमांक, सर्वेचक्र क्रमांक, इमारतीचे नाव / विंग, सी.टी.एस. क्र. / प्लॉट क्र., गावाचे नाव, मार्ग क्र., मार्गाचे नाव, ठिकाण, मालमत्तेचे वर्जन, करदात्याची नावे.
332(1) & C-6533(A); C-6532(2); C-6533-34 K R BHAGWANDAS 22-30; 62-64; 36-40 NANUBHAI DESAI RD & 1 ST CARPENTER STT; UBHAI DESAI RD OPP SONARIKA ESTATE BHULESHWAR Mumbai 400004 Smt. KAMLAVANTI RAMJI BHAGWANDAS

करनिर्धारण दिनांक : 29/01/2015	जलगोठणी क्रमांक : -	एकूण गाडवली मूल्य : ₹ 99960740
Nine Crore Ninety-Nine Lac Sixty Thousand Seven Hundred Forty Only		
सदरदार करतेवेळी ३१/०३/२०१० या तारखेपर्यंतची धकदाकी ₹ 0	०१/०४/२०१० या तारखे नंतरची धकदाकी ₹ 1890414	
कालावधी :	01/04/2018	ते 31/03/2019

(सर्व रकम रुपयामध्ये)

कराचे नाव :	01/04/2018	ते	30/09/2018	01/10/2018	ते	31/03/2019
साधारण कर			82881			82881
किर			190295			190295
लाभकर			52215			52215
नि.सारण कर			122664			122664
नि.सारण लाभ कर			32322			32322
न.पा. शिक्षण उपकर			31495			31495
न्याय शिक्षण उपकर			24533			24533
समाज हमी उपकर			6962			6962
छा. उपकर			1658			1658
सकल			38126			38126
एकूण देयक रक्कम			583151			583151
सदम १.५.२ अ नुसार दंडाची रक्कम			0			0
सदाव्यावधील व्याजाची वसुली			0			0
मदती बंद योजनानुसार लाभाची रक्कम			0			0
मदती बंद-व्या लाभाव्यातिरिक्त समायोजित केलेली रक्कम			0			0
प्रमाणित अधिदाने समायोजन			0			0
भरावयाची निव्वळ रक्कम			583151			583151
* ३०.०६.२०१८ पर्यंत भरावयाची निव्वळ रक्कम			572151			561151
* ३१.०३.२०१८ पर्यंत भरावयाची निव्वळ रक्कम			577651			566651
* ३१.०३.२०१८ नंतर भरावयाची निव्वळ रक्कम			583151			583151
अंमली रकमे	Five Lac Eighty-Three Thousand One Hundred Fifty-One Only			Five Lac Eighty-Three Thousand One Hundred Fifty-One Only		
अंमल दिनांक			25/08/2018			31/12/2018



बबई - १
१०३५ ७२ / १००
२०२०

Please make payment through NEFT:
BANK - SBIN00COLLEC, Beneficiary A/C No- BMCPOCX1303800210000, Name-MCGM Propeny Tax.
Please note, payment done through NEFT will be collected against oldest bills first.

• अर्ली बंद इयन्टीव्ह स्कीम योजनेच्या माहितीसाठी मागे पाहणे.
मालमत्ता लेखा प्रक्रियाकाळापैल पहिले ११ अंक इमारतीची यू. आइटी. (यूनिट आइडेंटिटी) असून, प्रत्येक इमारतीच्या इमारती भागावर यू. आइटी. स्ट्रीकर लावण्याचा प्रकल्प महापालिकेने झाली येवता आहे. त्यामुळे महापालिकेच्या इमारतीच्या बायामसंबंधीतील पत्रव्यवहारात सदर यू. आइटी क्रमांक नमूद करणे आवश्यक आहे याची कृपया नोंद घ्यावी.

देविदास शि. शीरवानर
करनिर्धारक व संकलक (ध.)