

514/16069

पावती

Original/Duplicate

Tuesday September 12, 2023

नोंदणी क्र. 39म

2 38 PM

Regn 39M

पावती क्र. 17363 दिनांक: 12/09/2023

माषाचे नाव अंधेरी

दम्नगणजाचा अनुक्रमांक बदर18-16069-2023

दम्नगणजाचा प्रकार : करारनामा

मादर करणाऱ्याचे नाव: सारा विश्राम अभ्यंकर -

नोंदणी फी ₹. 30000.00

दम्न हाताळणी फी ₹. 2000.00

पुस्त्यांची संख्या: 100

एकूण: ₹. 32000.00

आपणाम मूळ दम्न, धबनेल प्रिंट, सूची-२ अंदाजे

2:58 PM ह्या वेळेस मिळेल.

Joint S.R. Andheri-7

सद. दुय्यम निबंधक, अंधेरी क्र. ७  
मुंबई उपनगर जिल्हा

वाजार मूल्य: ₹. 13032195/-

मोबदला ₹. 15097000/-

भरलेले मुद्राक शुल्क : ₹. 905900/-

1) देयकाचा प्रकार: DHC रकम: ₹. 2000/-

सीडी/घनादेश/पे ऑर्डर क्रमांक: 0923123410823 दिनांक: 12/09/2023

विक्रेतेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-

सीडी/घनादेश/पे ऑर्डर क्रमांक: MH007924344202324M दिनांक: 12/09/2023

विक्रेतेचे नाव व पत्ता:

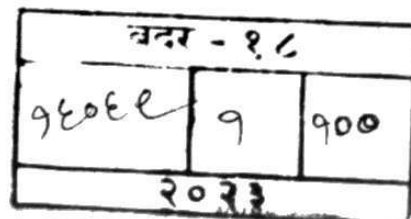
REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON 9/31/09/2023

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202309124366	12 September 2023, 02:02:07 PM			
मूल्यांकनाचे वर्ष	2023				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	39-अधरी ( अधरी )				
उप मूल्य विभाग	भ्रमान गावाचा पश्चिम रेल्वेच्या पूर्वेकडील सर्व भाग.				
सह्य नंबर /न भू क्रमांक	सि टी एस नंबर#669				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
76250	166280	191230	260200	166280	चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम क्षेत्र(Built Up)-	71.25चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-
उद्वहन सुविधा-	आहे	मजला -	11th floor To 20th floor		
रस्ता सन्मुख - Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 110% apply to rate= Rs.182908/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी )+ खुल्या जमिनीचा दर ) = (( (182908-76250) * (100 / 100 ) )+76250 ) = Rs.182908/-					
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 182908 * 71.25 = Rs.13032195/-					
Applicable Rules = ,10,4					
<b>एकत्रित अंतिम मूल्य</b> = मुख्य मिळकतीचे मूल्य +तकड्याचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 13032195 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 =Rs.13032195/-					

Home Print

वरिष्ठ लिपीक अंधेरी-७

सह. दुध्यम निबंधक, अंधेरी क्र. ७





CHALLAN  
MTR Form Number-6



GRN MH 00 7924344 202324M	BARCODE	Date 11/09/2023-11.46.29	Form ID 25.2
Department Inspector General Of Registration	Payer Details		
Type of Payment Stamp Duty Registration Fee	TAX ID / TAN (If Any)		
	PAN No.(If Applicable)		
Office Name BDR18 __JT SUB REGISTRAR ANDHERI 7	Full Name	NEW INDIA CONSTRUCTION COMPANY	
Location MUMBAI	Flat/Block No.	Flat No. 1303, 13 th Floor, B Wing,	
Year 2023-2024 One Time	Premises/Building	Himalaya Building, Sahar Road,	
Account Head Details	Amount In Rs.	Road/Street	Andheri East, Mumbai
0030045501 Stamp Duty	905900.00	Area/Locality	Andheri East, Mumbai
0030063301 Registration Fee	30000.00	Town/City/District	
		PIN	4 0 0 0 6 9
		Remarks (If Any)	SecondPartyName=SARA VISHRAM ABHYANKAR--
		Amount in Words	Nine Lakh Thirty Five Thousand Nine Hundred Rupees Only
Total	9,35,900.00		
Payment Details PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK		
Cheque/DD Details	Bank CIN	Ref. No.	03006172023091100311
Cheque/DD No.	Bank Date	RBI Date	Not Verified with RBI
Name of Bank	Bank-Branch	PUNJAB NATIONAL BANK	
Name of Branch	Scroll No. , Date	Not Verified with Scroll	

Department ID : Mobile No. : 0000000000  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Make payment at any of the listed branches \* of PUNJAB NATIONAL BANK  
handling GOVERNMENT OF MAHARASHTRA Business Before 18/09/2023

Cut Here Bank Copy Cut Here

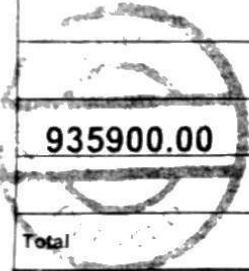
GRN	MH007924344202324M	Challan Date	11/09/2023	Challan Amount	935900.00
Party Name	NEW INDIA CONSTRUCTION COMPANY				
Amount In	Nine Lakh Thirty Five Thousand Nine Hundred Rupees Only				
Words					
Account Head Details	Cheque/DD Details		Payment Details		
	Bank CIN	Ref. No.	03006172023091100311		
	Bank Date	RBI Date	9.09.23 Not Verified with RBI		
	Bank-Branch	PUNJAB NATIONAL BANK 2 900			
	Scroll No. , Date	Not Verified with Scroll 2023			

\*Please see the list of branches on the HOME PAGE OF GRAS website where you can make payment.

CHALLAN  
MTR Form Number-6



GRN	MH007824344202324M	BARCODE			Date	11/09/2023-11.46 29	Form ID	25 4	
Department Inspector General Of Registration				Payer Details					
Type of Payment Stamp Duty Registration Fee				TAX ID / TAN (If Any)					
				PAN No (If Applicable)					
Office Name BDR18 __JT SUB REGISTRAR ANDHERI 7				Full Name	NEW INDIA CONSTRUCTION COMPANY				
Location MUMBAI				Flat/Block No.	Flat No. 1303, 13 th Floor, B Wing				
Year 2023-2024 One Time				Premises/Building					
Account Head Details			Amount In Rs.	Road/Street	Himalaya Building, Sahar Road.				
0030045501 Stamp Duty			905900.00	Area/Locality	Andheri East, Mumbai				
0030063301 Registration Fee			30000.00	Town/City/District					
				PIN	4	0	0	0 5 9	
				Remarks (If Any)	SecondPartyName=SARA VISHRAM ABHYANKAR-				
				Amount In	Nine Lakh Thirty Five Thousand Nine Hundred Rupees				
Total				9,35,900.00	Words	Only			
Payment Details PUNJAB NATIONAL BANK				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN	Ref. No.	03006172023091100311	120923M71570		
Cheque/DD No.				Bank Date	RBI Date	12/09/2023-10:27 06	Not Verified with RBI		
Name of Bank				Bank-Branch	PUNJAB NATIONAL BANK				
Name of Branch				Scroll No. , Date	Not Verified with Scroll				



बंदर - १८  
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२०२३

Department ID : 0000030000  
NOTE: This challan is valid for documents to be registered in Sub Registrar Office only. Not valid for unregistered documents.

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-514-16069	0004193507202324	12/09/2023-14:38:45	IGR555	905900.00
2	(IS)-514-16069	0004193507202324	12/09/2023-14:38:45	IGR555	905900.00
Total Defacement Amount					9,35,900.00



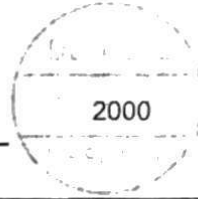
**D H C**

INDIRECT TAXES

**Receipt of Document Handling Charges**

PRN	0923123410823	Receipt Date	12/09/2023
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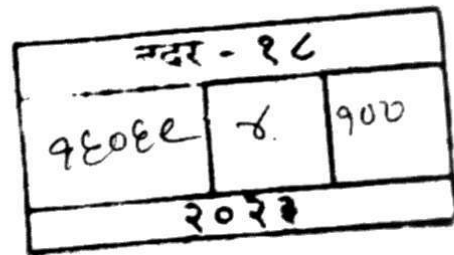
Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 16069 dated 12/09/2023 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name	SBIN	Payment Date	12/09/2023
Bank CIN	10004152023091210245	REF No.	325562054284
Deface No	0923123410823D	Deface Date	12/09/2023

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



AGREEMENT FOR SALE

THIS ARTICLES OF AGRFEMENT made and entered into at Mumbai, this *msll* 12<sup>th</sup> day of *sep.* 2023.

BETWEEN

*msll*  
*al.*  
M/S. NEW INDIA CONSTRUCTION COMPANY, a Partnership Firm registered under the Indian Partnership Act, 1932, having their office at 201-A, Vertex Vikas, Sir M. V. Road, Andheri (East), Mumbai 400069, hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners for the time being and from time to time of the said firm to an extent permissible in the law and the last survivor of them and his/her/their heirs, executors, administrators and assigns) of the **ONE PART**;

AND

MRS. SARA VISHRAM ABHYANKAR AND MR. VISHRAM PURUSHOTTAM ABHYANKAR having address B-11, Police Officers QTRS, Agarkar Chowk, Sahar Road, Andheri(East), Mumbai - 400 069, hereinafter referred to as "**the Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors, administrators, and in case of firm, its partners/proprietor for the time being and from time to time and the last survivor of them and in case of Company, its successor-in-title and assigns) of the **OTHER PART**.

The expression "**Purchaser**" hereinafter shall be deemed to mean and include the singular and the plural thereof (male/female).

The Promoter and Purchaser are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

(A) By a Deed of Conveyance dated 7<sup>th</sup> January, 1964, registered with the Sub-Registrar of Assurances at Bombay, under Serial No. BOM/R/125/1964, made between Shri Ramanlal Jethalal Parikh, Smt. Vijaya Amratlal Gandhi and Smt. Lalita Indulal Mody, in their capacity as the Trustees appointed under the Deed of Trust dated 21<sup>st</sup> December, 1942, registered with the Sub-Registrar of Assurances at Bandra, under No. 1787 on 24<sup>th</sup> December, 1942 (between Chunilal Tribhovandas as the Settlor and Chunilal Tribhovandas and others as the Trustees), therein referred to as the Vendors, Manilal Jethalal Sheth and Chimanlal Thakersey Modi, therein referred to as the First Confirming Party, Dhanvant Shivalal Sheth, Mahendra Ramniklal Sheth, Jitendra Vrajlal Shah, Chimanlal Chunilal Sheth, Mukundrai Manilal Khara and Chimanlal Thakersey Modi the Partners of M/s. Maharashtra Construction Company, therein referred to as the Second Confirming Party and Himalaya Co-operative Housing Society Ltd., a Co-operative Housing Society registered under the Co-operative Societies Act, 1925 under Registration No. B4802 of 1962 (hereinafter referred to as "**the Original Society**"), the Vendors named therein, with the consent and confirmation of the First Confirming Party and the Second Confirming Party named therein, sold, transferred, conveyed and assigned to the Original Society, all that piece or parcel of land or ground bearing Survey No. 41, Pot Nos.1 to 9, Flani No.3, Old C.T.S. Nos. 669, 669/1 to 3, admeasuring 4000 Square Yards as per title documents and now bearing New C.T.S. No. 669A admeasuring 3320.10 Square Meters or thereabouts as per the Revenue Records of Property Card, of Village Andheri, Taluka Andheri, in the

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<i>msll</i>	<i>msll</i>	<i>al.</i>	
Promoter	Purchaser/s		

Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as "the said Plot or the Project Land"), together with one bungalow known as "Ladiwala Bungalow" standing thereon (hereinafter referred to as "the Old Bungalow"), situated at 41A, Sahar Road, Andheri (East), Mumbai-400 069, at or for the consideration and on the terms and conditions more particularly stated therein;

- (B) The Old Bungalow (now since demolished) was consisting of Ground + One Upper Floor containing 4 residential flats, which were occupied by the respective tenants of the said Trust and therefore, simultaneously with the execution of the said Deed of Conveyance dated 7<sup>th</sup> January, 1964, the Vendors named therein by their letter dated 7<sup>th</sup> January, 1964, attorned the tenants in the Old Bungalow to the Original Society and since then they became the monthly tenants of the Original Society;
- (C) Prior to the execution and registration of the said Deed of Conveyance dated 7<sup>th</sup> January, 1964, by a Declaration dated 29<sup>th</sup> December, 1963, Smt. Vijaya Amratlal Gandhi, Smt. Lalita Indulal Mody, Smt. Savita Ramanlal Parikh and Smt. Jaya Chinulal Parikh, the then surviving beneficiaries under the said Deed of Trust dated 21<sup>st</sup> December, 1942, gave their consent for sale and transfer of the said Plot in favour of the Original Society, as more particularly stated therein. The said Declaration is registered with the Sub-Registrar of Assurances at Bandra, Mumbai, under Serial No. BND/479/1964 on 21<sup>st</sup> February, 1964;
- (D) After obtaining all permissions and sanctions from the Municipal Corporation of Greater Mumbai ("MCGM" for short), the Original Society constructed a building on the remaining portion of said Plot, known as "Andheri Himalaya" (hereinafter referred to as "the Old Building") and from time to time, allotted the respective flats in the Old Building to its then respective members;
- (E) "The said Plot", "the Old Bungalow" and "the Old Building", individually, are hereinafter collectively referred to as "the said Property", wherever the context or meaning thereof so admit and confirm and more particularly described in the Schedule hereunder written and shown delineated in red colour boundary line on the Plan annexed hereto and marked as Annexure-'A';

(F) For the construction of the Old Building, the Original Society had taken a loan from the Maharashtra Co-operative Housing Finance Society Ltd. and to secure the repayment of the said loan, interest and other dues, by a Deed of Mortgage dated 16<sup>th</sup> March, 1965, registered with the Sub-Registrar of Assurances at Mumbai, under Serial No. BND/M/R/817/1965, the Original Society had mortgaged the said Plot and in favour of the Maharashtra Co-operative Housing Finance Society Ltd., on the terms and conditions more particularly stated therein;



Subsequently, on an application made by the Original Society, the Assistant Registrar (I), Co-operative Societies, Mumbai, by his Order bearing No. BOM/HSG/B-4802 of 1969 dated 26<sup>th</sup> June, 1969, subdivided the Original Society into three Societies viz. (i) the Worli Himalaya Co-operative Housing Society Ltd., (ii) the Juhu Himalaya Co-operative Housing Society Ltd. and (iii) the Andheri Himalaya Co-operative Housing Society Ltd. and also divided the assets and liabilities of the said respective Societies amongst them as stated therein;

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In pursuance of the said Order dated 26<sup>th</sup> June, 1969, the Assistant

Promoter	Purchaser/s		

Registrar (I), registered the Andheri Himalaya Co-operative Housing Society Ltd., under the Maharashtra Co-operative Societies Act, 1960, under Registration No. BOM/HSCG/3009 of 1969 dated 26<sup>th</sup> June, 1969 (herein after referred to as "**the said Society**"), consisting of the then occupants of the Old Building who were the members of the Original Society. Hereto annexed and marked as **Annexure-'B'** is a copy of the Registration Certificate of the said Society;

- (I) In pursuance of the aforesaid Order dated 26<sup>th</sup> June, 1969 passed by the Assistant Registrar (I), Co-operative Societies, the said Society became the sole and absolute Owner of the said Property and the tenants in the Old Bungalow stood attorned to the said Society;
- (J) Upon repayment of the mortgaged debt payable by the said Society to the Maharashtra Co-operative Housing Finance Society Ltd. (subsequently known as the Maharashtra State Co-operative Housing Finance Corporation Ltd.), by a Deed of Reconveyance dated 30<sup>th</sup> April, 1997 (wrongly typed therein as "1996"), registered with the Sub-Registrar of Assurances at Mumbai, under Serial No. BBJ/1582/1997, made between the Maharashtra State Co-operative Housing Finance Corporation Ltd. (formerly known as Maharashtra Co-operative Housing Finance Society Ltd.), therein referred to as the Mortgagee and the said Society, therein referred to as the Mortgagors, the said Maharashtra State Co-operative Housing Finance Corporation Ltd. released, reconveyed and reassured the said Property unto and in favour of the said Society, as more particularly stated therein;
- (K) In the circumstances by virtue of the aforesaid events, the said Society is the absolute owner and holder in respect of the said Plot, free from all the encumbrances;
- (L) By a Development Agreement dated 13<sup>th</sup> April, 2021, registered with the Joint Sub-Registrar of Assurances at Andheri, Mumbai under Serial No. BDR-18/6554/2021 (hereinafter referred to as "**the said Development Agreement**"), made between the said Society, its 47 Existing Members and 4 Tenants and the Promoter herein, the said Society and the said 47 Existing Members have granted to and in favour of the Promoter, the exclusive rights to redevelop the said Property by demolishing the Old Building and the Old Bungalow and constructing on the said Plot, a new building, at and for the consideration and on the terms and conditions contained therein;
- (M) Pursuant to the said Development Agreement, the said Society has executed a General Power of Attorney dated 24<sup>th</sup> May, 2021, in favour of the Promoter (*acting through its duly authorised partners*) to enable the Promoter to carry out and complete, full, free and uninterrupted development of the said Property by utilizing the complete development potential of the said Plot and also to deal with various authorities including the Municipal Corporation of Greater Mumbai and other planning authorities under the provisions of the Maharashtra Regional and Town Planning Act, 1966, as more particularly set out therein. The said Power of Attorney is registered with the Joint Sub-Registrar of Assurances at Andheri, Mumbai under Serial No. BDR-18/6561/2021;

In pursuance of the said Development Agreement, the Promoter has entered into separate Agreements with the respective existing members and tenants of the said Society and has thereby agreed to allot and provide to each of them the permanent alternate accommodations in the form of residential flats in the New Building proposed to be constructed by the Promoter on the said Plot, in lieu of their respective existing flats in the said old Building and the said Old Bungalow on the terms and conditions more particularly stated therein;

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<i>MBH</i>	<i>[Signature]</i>	al.	
Promoter	Purchaser/s		

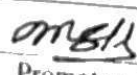





- (O) The Promoter is, thus, entitled and enjoined upon to construct building/s on the Project Land in accordance with the recitals hereinabove;
- (P) the Society is in possession of the Project Land and the Promoter has a license to remain in possession of the Project Land for the purpose of redevelopment thereon, as stipulated in the said Development Agreement;
- (Q) Being entitled to carry out development on the said Property, earlier the Promoter had submitted the proposal to the Municipal Corporation of Greater Mumbai ("MCGM") for construction of a new building on the said Plot with two Wings viz. Wing-A and Wing-B, consisting of Part Stilt and Part Ground + 1<sup>st</sup> to 3<sup>rd</sup> Floor Podium for Parking + 4<sup>th</sup> to 9<sup>th</sup> habitable floors containing residential flats, and while sanctioning the said plans the MCGM had issued an Intimation of Disapproval (IOD) thereon bearing No. P-6954/2021/(669)/K/E Ward/ANDHERI/IOD/1/New dated 19<sup>th</sup> August, 2021;
- (R) Subsequently, with the consent of the said Society, the Promoter submitted the revised proposal for construction of a new building on the said Plot with two Wings viz. Wing-A and Wing-B, consisting of Stilt (Part) with Puzzle / Mechanical/Mechanized / Stack Car Parking System and Ground (Part) + 1<sup>st</sup> to 3<sup>rd</sup> Floor (Part) Podium for Parking and (Part) containing residential flats + 4<sup>th</sup> to 17<sup>th</sup> habitable floors containing residential flats and a Mechanized Car Parking Tower, by loading and consuming Plot base Floor Space Index ("FSI") of the said Plot and all other FSI including TDR/FSI, Fungible compensatory FSI etc. permissible under the Development Control Promotion & Regulations for Greater Mumbai, 2034 (hereinafter referred to as "DCPR");
- (S) However, because of the height restriction as at present it was not possible to construct the new building with 17 floors, once again with the consent of the said Society, the Promoter submitted the revised proposal for construction of a new building on the said Plot with two Wings viz. Wing-A and Wing-B, consisting of Stilt (Part) with Puzzle / Mechanical/Mechanized / Stack Car Parking System and Ground (Part) + 1<sup>st</sup> to 3<sup>rd</sup> Floor (Part) Podium for Parking and (Part) containing residential flats + 4<sup>th</sup> to 16<sup>th</sup> habitable floors containing residential flats and a Mechanized Car Parking Tower, by loading and consuming Plot base Floor Space Index ("FSI") of the said Plot and all other FSI including TDR/FSI, Fungible compensatory FSI etc. permissible under the Development Control Promotion & Regulations for Greater Mumbai, 2034 (hereinafter referred to as "DCPR");



In terms of the said Development Agreement with the said Society, in the First Phase the Promoter was liable to obtain the IOD for approximately 1000 Square Meter (built up area) from MCGM, and therefore at present Promoter has submitted the plan for construction of Wing-A and Wing-B consisting of Part Stilt with Puzzle / Mechanical/Mechanized / Stack Car Parking System and Part Ground + 1<sup>st</sup> to 3<sup>rd</sup> Floor (Part) Podium for Parking and (Part) containing residential flats + 4<sup>th</sup> to 14<sup>th</sup> habitable floors and a Mechanized Car Parking Tower, while reserving its rights to amend the said plans for construction of additional floors upto 16<sup>th</sup> or 17<sup>th</sup> floors in the new building, after loading of the balance available FSI, TDR/FSI etc. While sanctioning the said plans so submitted by the Promoter, the MCGM has issued the Amended Plan Approval Letter bearing No. P-6954/2021/(669)/K/E Ward/ANDHERI/337/3/Amend dated 13<sup>th</sup> April, 2022 and has also issued the Commencement Certificate (CC) bearing No. P-6954/2021/(669)/K/E Ward/ANDHERI/FCC/2/Amend dated 07<sup>th</sup> February, 2023. The copies of the said IOD dated 19<sup>th</sup> August, 2021, Amended Plan Approval Letter dated 13<sup>th</sup> April, 2022 and CC dated 07<sup>th</sup> February, 2023, are annexed hereto and marked as Annexures-'C', 'D' &

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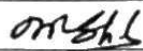
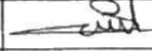

 Promoter	 Purchaser/s	 Purchaser/s	 Purchaser/s
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'E', respectively;

- (U) By an Order dated 24<sup>th</sup> June 2022, the Collector, Mumbai Suburban District, Sub-Divided the Plot bearing C.T.S. Nos. 669, 669/1 to 3 into two Plots viz. C.T.S. No. 669A, admeasuring 3320.10 Square Meter and C.T.S. No. 669B admeasuring 49.00 Square Meter being the land under Road Set Back, respectively;
- (V) Hereinafter for all purposes under this Agreement the reference to the said Plot or the Project Land shall mean the said Sub-divided Plot bearing C.T.S. No. 669A, admeasuring 3320.10 Square Meter or thereabouts;
- (W) The Promoter has, thus, informed the Purchaser that the Promoter shall be required to amend the said plans presently sanctioned by the MCGM, after loading the balance available FSI, T.D.R./FSI and all other balance FSI sanctioned by the MCGM as aforesaid, and after obtaining permissions and sanctions, from time to time, for the said amended plans, the Promoter shall construct the said new building with two Wings viz. Wing-A and Wing-B, consisting of Stilt (Part) with Puzzle / Mechanical/Mechanized / Stack Car Parking System and Ground (Part) + 1<sup>st</sup> to 3<sup>rd</sup> Floor (Part) Podium for Parking and (Part) containing residential flats + 4<sup>th</sup> to 16<sup>th</sup> upper floors (or 17 or more upper floors, if permitted) containing residential flats and a Mechanized Car Parking Tower, on the said Plot (hereinafter referred to as **"the said Building"**);
- (X) Prior to the issuance of the said Commencement Certificate, in pursuance of the said Development Agreement and the respective agreements for permanent alternate accommodations entered into by and between the Promoter, the said Society and all its respective existing member, the said Society and all its existing members had vacated the said Old Building and the Promoter had demolished the same for the purpose of commencing the re-development on the said Property;
- (Y) The authenticated copies of the plans of the Layout as approved by the MCGM have been annexed hereto and marked as Annexure-'F';
- (Z) The authenticated copies of the plans of the Layout proposed to be put up by the Promoter and according to which the construction of the said Building and open spaces proposed to be provided for in the said project of redevelopment of the said Plot have been annexed hereto and marked as Annexure-'E-I';
- (AA) While sanctioning the said plans the MCGM has laid and may, from time to time, lay down various terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and also to be observed and performed by the Allottees/Purchasers of various premises in the new building including the Purchaser herein and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the MCGM;
- (BB) the Promoter has accordingly commenced construction of the said Building in accordance with the said proposed plans;
- (CC) While sanctioning the said plans the MCGM has granted the concessions for open space deficiencies and other concessions in respect of said new building of 16 Upper Floors and thus the Purchaser is made aware that said plans are sanctioned by the MCGM with open space concessions and other concessions;
- (DD) The Promoter has brought to the notice of the Purchaser, that the Promoter has executed the Registered Undertakings-cum-Indemnities dated 5<sup>th</sup> August, 2021, 9<sup>th</sup> August, 2021, 5<sup>th</sup> October, 2021, 28<sup>th</sup> December, 2021

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Promoter		Purchaser/s	

and 29<sup>th</sup> December, 2021, in favour of the MCGM and thereby agreed and undertook, *inter alia*, as follows:

- a) that the part/pocket terraces area and areas claimed free of FSI, if any, will not be misused in future;
  - b) that the building under reference is in deficient open space and M.C.G.M. will not be held liable for the same in future;
  - c) that there is no contiguous holding / piece of Plot with the said Property;
  - d) that the area reserved for parking shall be used / utilized for the purpose of parking only;
  - e) that the lift machine room will not be misused;
  - f) that the conditions imposed in CFO NOC shall be abided;
  - g) that the mechanized parking system shall be equipped with electric sensor and also proper precautions and safety measures shall be taken to avoid any mishap and maintenance of the same shall be done regularly;
  - h) that excess parking spaces shall be handed over to M.C.G.M. free of cost in case full permissible FSI/TDR is not consumed;
  - i) that M.C.G.M. will not be held liable for any failure of mechanical parking system in future;
- (EE) The Promoter has provided to the Purchaser the copies of the aforesaid Undertakings-Cum-Indemnities and the Purchaser hereby agree and undertake to abide by the undertakings given thereunder as if the same are given by the Purchaser;
- (FF) The Promoter has brought to the notice of the Purchaser the Condition No. 29 of the IOD. The Purchaser hereby agree and undertake that as required by the MCGM, the Dry and Wet Garbage shall be separated and Wet Garbage generated in the proposed building shall be treated separately on the said Plot by the occupants of the said building.
- (GG) The Promoter has entered into a standard agreement with an Architect Mr. Kulin Bhupendra Patrawla, registered with the Council of Architects and such agreement was as per the agreement prescribed by the Council of Architects; and the Promoter has appointed the Structural Engineer, M/s. Neel Solutions, for the preparation of the structural design and drawings of the said new building and the Promoter accepts the services of the Architects and Structural Engineers till the completion of the said new building;



In the premises aforesaid, after providing to the existing members and tenants of the said Society the Residential Flats as agreed under the said Development Agreement and the separate Agreements entered into by the Promoter with the respective existing individual members and tenants of the said Society, and subject to the terms and conditions of all the said Agreements, the Promoter has the exclusive right to sell all remaining Residential flats in the said new building proposed to be constructed on the said Plot, on what is commonly known as "Ownership Basis" and to enter into Agreement/s with the allottee/s / buyer/s of the said premises and to receive the sale price in respect thereof;

(H) By a Deed of Further Charge dated 6 <sup>th</sup> March, 2023, registered with the Sub-Registrar of Assurances, Andheri No.7, Mumbai, under Serial No. BDR-18/402/2023, the Promoter has created the English Mortgage without possession in favour of State Bank of India, SME Backbay Reclamation Branch, Mumbai ("SBI" for short), upon the Promoter's	
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Promoter	Purchaser/s		

share of unsold flats (including the said Premises defined hereinafter) in the said redevelopment project of the said Plot together with the development rights of the Promoter under the said Development Agreement, to secure the cash credit facility obtained by the Promoter from SBI, as more particularly stated therein;

- (JJ) On demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Plot, permissions and sanctions from to time granted by various authorities, sanctioned and proposed Plans, I.O.D., C.C., the said Development Agreement, respective agreements between the Promoter and the respective existing members of the said Society, the said Deed of Further Charge, the relevant City Survey and Revenue Records and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ("RERA" for short) and the Rules and Regulations thereunder;
- (KK) The authentic copies of the Certificate of Title dated 21<sup>st</sup> March, 2023 issued by the Advocates & Solicitors of the Promoter and the authenticated copies of Property Cards showing the nature of the title of the said Society and the Promoter to the Project land have been annexed hereto and marked as Annexure-'G' & 'G-1', respectively;
- (LL) The Purchaser hereby admit and confirm that he/she/they had demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents referred to hereinabove viz. of title relating to the said Plot, agreements, Deed of Further Charge, permissions, approvals, sanctions, plans, designs and specifications sanctioned by the MCGM and other concerned authorities as also the relevant City Survey and Revenue Records in respect of the said Plot and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder and at the specific request made by the Purchaser the Promoter has furnished to the Purchaser the photo copies of all the said documents prior to the execution of this Agreement and the Purchaser do hereby admit, acknowledge and confirm the receipt thereof from the Promoter;
- (MM) The Purchaser has applied to the Promoter for allotment of one Residential Premises bearing Flat No. 1303, admeasuring 64.75 Square Meter carpet area (as per RERA) equivalent to 697 Square Feet carpet area (as per RERA) (with variation of (+/-) 3% only), in Wing-'A', on the 13<sup>th</sup> Floor (hereinafter referred to as "the said Premises"), in the said Building proposed to be constructed on the said Plot and known as "Himalaya" (hereinafter referred to as "the said Building");
- (NN) The carpet area of the said Premises is 64.75 Square Meter, and "carpet area" means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat;
- (OO) By its letter dated 08/09/2023 SBI has granted its no-objection and permission to the Promoter to sell and transfer the said Premises, on the terms and conditions as stated therein. A copy of the said letter is hereto annexed as Annexure-'H';
- (PP) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;



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Promoter	Purchaser/s		

- (QQ) The Promoter has got some of the approvals from the concerned local authority to the plans, specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- (RR) The Promoter has registered the Project under the provisions of the RERA with the Maharashtra Real Estate Regulatory Authority at Mumbai under Project Registration No. P51800047165 dated 10 October 2022. A copy of the Registration Certificate under MahaRera is annexed hereto and marked as Annexure-'I';
- (SS) Under Section 13 of the RERA the Promoter is required to execute a written Agreement for allotment and sell of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2. The building which is proposed to be constructed by the Promoter on the said Plot more particularly described in the Schedule hereunder written, will be of two Wings viz. Wing-A and Wing-B, consisting of Stilt (Part) with Puzzle / Mechanical/Mechanized / Stack Car Parking System and Ground (Part) + 1<sup>st</sup> to 3<sup>rd</sup> Floor (Part) Podium for Parking and (Part) containing residential flats + 4<sup>th</sup> to 16<sup>th</sup> upper floors (or 17 or more upper floors, if permission granted for the same) containing residential flats and a Mechanized Car Parking Tower, and proposed to be known as "Himalaya", together with attached terrace/s on the habitable floor/s, if any, and the common terrace above the top floor (hereinafter referred to as "the said Building"), in accordance with the plans and specifications sanctioned by the MCGM and from time to time further sanctioned by MCGM and other planning authorities, as recited herein above.

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser, except any alteration or addition required by M.C.G.M. or any other Government authorities or due to change in law.



The Purchaser hereby confirm that he/she is aware that, while sanctioning the plans the MCGM has granted the concessions for open space deficiencies and other concessions and thus the said plans are sanctioned by MCGM with open space concessions and other concessions. The Purchaser, therefore, hereby agree and undertake that the Purchaser shall not at any time in future object to the deficiency in joint open space as and when the development / redevelopment by the neighbouring plot owners take place.

The said Building will be constructed by the Promoter in accordance with the building plans prepared by its Architect and sanctioned by the Concerned Authorities, from time to time, as aforesaid.

As recited herein above, the Purchaser has demanded from the Promoter and the Promoter have given inspection to the Purchaser of all the title documents relating to the said Plot, agreements between the Promoter and the said Society and existing members and tenants of the said Society and between the Promoter and the respective members and tenants of the said Society, permissions, approvals, sanctioned plans, specification, IOD,

Promoter	Purchaser/s		

Amended Plan Approval Letter, CC, etc. issued by the MCGM and all other documents which were required by the Purchaser, and as required under the RERA. The Purchaser hereby confirm having inspected the site of construction and having received the photo copies of all the aforesaid documents and that the Purchaser is satisfied about the same and also about the Promoter's right to construct the said Building on the said Plot and to sell the said Premises. The Purchaser shall not be entitled to further investigate or question the title to the said Plot and no requisition or objection shall be raised at any time hereafter in any manner relating thereto. The Purchaser further agrees that he/she/they is/are aware of terms and conditions of all agreements between the Promoter and the said Society and the Promoter and the respective existing members and tenants of the said Society and that the Purchaser shall be bound by the same.

6. The Purchaser hereby agree to purchase from the Promoter and the Promoter agree to sell to the Purchaser **Flat bearing No. 1303, admeasuring 64.75 Square Meter Carpet area (as per RERA) equivalent to 697 Square Feet Carpet area (as per RERA) (with variation of (+/-) 3% only), on 13<sup>th</sup> Floor, in Wing-'A', of the said Building proposed to be constructed on the said Plot and to be known as "Himalaya", and as shown in the authenticated copy of the plan of the said premises, as sanctioned and approved by the M.C.G.M. annexed and marked as Annexure-'J' (hereinafter referred to as "**the said Premises**")**;
7. The Purchaser has hereby agreed to purchase the said Premises as a Bare Shell Flat (Raw Flat) viz. with only brick walls, common pipes and outlets and the fire systems as per MCGM norms i.e. no internal wall plastering, no internal wiring, no internal plumbing, no flooring, no false ceiling etc. The Promoter shall not be liable to provide any fixture, fitting or any other amenity in the said Premises and therefore, the Promoter has agreed to sell the said Premises to the Purchaser at and for the lumpsum price and consideration of **₹1,50,97,000/- (Rupees One Crore Fifty Lacs Ninety Seven Thousand Only)**, including for the proportionate price of the common areas and facilities appurtenant to the said Premises and the limited common areas and facilities, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in Annexure-'K' hereto.
- 7A. It has been agreed under the said hereinbefore recited Development Agreement dated 13<sup>th</sup> April, 2021 that the Promoter will hand over to the said Society all car parking spaces in the stilt, podium, mechanical car parking system/tower and/or other car parking area in the Project, out of which 55 (Fifty Five) car parking space shall be reserved by the said Society for its Members and 4 (Four) car parking shall be reserved by the said Society for its Tenants, while all other and remaining car parking spaces shall be reserved for the purchasers/transferees of the Promoter's Sale Area and Visitors, as may be sanctioned and approved by the MCGM. It is also agreed that the said Society shall do the allotment of car parking spaces amongst all the members, including its existing members and the said Society's tenants and new flat purchasers admitted as the members in accordance with its bye laws r.w. DCPR after the Promoter hands over possession of the redeveloped property to the said Society. At the time of such allotment, and for the purposes of such allotment, each of the unsold flats in the Promoter's Sale Area shall be treated as one flat purchaser and car parking spaces thereof shall be reserved for him/her/them as per the requirement under the DCPR. It is therefore, agreed that the Purchaser herein shall be entitled to the allotment of maximum 01 (One) car parking space in the Project as per the DCPR, 2034, free of costs.



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7. The Purchaser has on or before execution of this agreement paid a sum of ₹ 13,58,730/- (Rupees Thirteen Lac Fifty Eight Thousand Seven Hundred Thirty Only) being 0% of the total consideration, as advance deposit or application fee and hereby agree to pay to the Promoter the balance amount of purchase consideration of ₹ 1,37,38,270/- (Rupees One Crore Thirty Seven Lac Thirty Eight Thousand Two Hundred Seventy Only) in the following manner:-

Sr. No.	Percentage	Instalment Amount (₹)	Payable
1	36%	54,34,920/-	On completion of the Plinth of the new building.
2	3%	4,52,910/-	On completion of 2 <sup>nd</sup> Slab of the new building.
3	3%	4,52,910/-	On completion of 4 <sup>th</sup> Slab of the new building.
4	3%	4,52,910/-	On completion of 6 <sup>th</sup> Slab of the new building.
5	3%	4,52,910/-	On completion of 8 <sup>th</sup> Slab of the new building.
6	3%	4,52,910/-	On completion of 10 <sup>th</sup> Slab of the new building.
7	3%	4,52,910/-	On completion of 12 <sup>th</sup> Slab of the new building.
8	3%	4,52,910/-	On completion of 14 <sup>th</sup> Slab of the new building.
9	4%	6,03,880/-	On completion of Top Slab of the new building.
10	5%	7,54,850/-	On completion of Walls, Internal Plaster, Flooring, Doors and Windows
11	5%	7,54,850/-	On Completion of the Staircases, Lift wells, Lobbies up to the Floor Level
12	5%	7,54,850/-	On Completion of the External Plaster, Elevation
13	5%	7,54,850/-	On completion of the Terraces with Waterproofing of the Building or wing
14	5%	7,54,850/-	On completion of the Sanitary Fittings, Lifts, Water Pumps, Electrical Fittings, Electro Mechanical and Environment Requirements, entrance Lobby/s, Plinth Protection, Paving of areas Appertain and all other Requirements as may be Prescribed in the Agreement of Sale of the Building or Wing
15	5%	7,54,850/-	At the time of handing over of the Possession of the Apartment on or after Receipt of Occupancy Certificate or Completion Certificate.

8. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax (GST) or any other similar or cess which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over possession of the said Premises and whether the same is payable on the sale price or on any other amount payable hereunder by the Purchaser to the Promoter.



Total Price is escalation free, save and except escalations/increases or increase on account of development charges payable to the MCGM or any other competent authority and/or any other increase in charges which may be levied or imposed by the MCGM or any other competent authority / Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the MCGM or any other competent authorities etc., the Promoter shall enclose the notification/order/rule/regulation published/issued in that behalf and to

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that effect alongwith the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

10. The Promoter shall confirm the final carpet area of the said Premises that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupancy Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area of the Premises. The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the said Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area the Promoter shall demand the additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause [7] of this Agreement.
11. The Purchaser authorize the Promoter to adjust/appropriate all payments made by him/her/them under any heads of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any particular manner.
12. Time is of essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser and the common areas to the said Society after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause [8] hereinabove ("**Payment Plan**").
13. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent, as specified in the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as "**the said Rule**"), on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession.
14. The Purchaser agrees to pay to the Promoter, the interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent as per the said Rule, on all delayed payments including delay in payment of the GST, TDS and other taxes as applicable from the due date till the date of payment thereof.

The Purchaser shall pay each installment of the aforesaid purchase price to the Promoter after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoter in the prescribed Form No.16QB for the same, within 15 (Fifteen) working days from the payment thereof.

16. The Purchaser is aware that as per present statute, GST is leviable / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertake to pay to the



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Promoter the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable GST. Provided Further that if on account of change / amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same.

17. Without prejudice to the right of the Promoter to receive interest in terms of Clause [15] above, on the Purchaser committing any 3 (Three) defaults in payment of instalment as per payment schedule on due date for payment thereof or of any other amount due or payable by the Purchaser to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at their own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due or by Courier or by E-mail at the address / email id provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which they are intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the said notice period than at the end of such notice period, this Agreement shall stand terminated.

Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

- (a) The Purchaser shall cease to have any right or interest in the said Premises;
- (b) The Promoter shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (c) within a period of 30 (Thirty) days from the date of termination, the Promoter shall refund to the Purchaser the instalments of sale consideration till then paid by the Purchaser to the Promoters towards aggregate purchase price, after deducting therefrom:

20% of the aggregate purchase price or the entire earnest amount paid hereunder, whichever is higher (which is to stand forfeited to the Promoter as liquidated damages);

(i) Deduct GST, TDS and / or any other amount due or payable by the Purchaser and / or paid by the Promoter in respect of the said Premises;

(ii) The taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement;



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(iv) the amount of interest payable by the Purchaser to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

However in case if the Promoter receive a credit/ refund of the GST amount paid by the Purchaser on this transaction, from the statutory

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authorities then in such a case the same shall be refunded by the Promoter to the Purchaser without any interest thereon.

- (d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Promoter shall not be liable to pay to the Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government charges/taxes such as GST etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/their claim under this Agreement and in or to the said Premises.

The Purchaser agree that receipt of the said refund by cheque from the Promoter by the Purchaser by Registered Post Acknowledgement Due or by Courier at the address given by the Purchaser in these presents, whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

- 18. As stated herein above, the Promoter shall not provide any fixtures, fittings and amenities in the said Premises, save and except external walls, as the Purchaser has chosen to acquire the said Premises as a Bare Shell Flat (Raw Flat) i.e. without any internal wiring, internal wall (except pillars), internal plumbing (except waterproofing and common pipes and outlets), flooring and fall ceiling (except the fire systems as per MCGM norms). The Purchaser shall at his/her/their own costs install the fixtures, fittings and amenities as per his/her/their own requirements, subject to the final approval by the Promoter/ Promoter's Architect, and MCGM and further that while doing so the Purchaser shall not make any structural changes and damages of any nature and shall not make any additions or alterations, and/or affect the drainage and water piping, in order to ensure that there is no violation of law, or elevation of the said Building, or inconvenience to any other occupant in the said Building.
- 19. After the possession of the said Premises is handed over to the Purchaser, it shall be the sole responsibility of the Purchaser herein and also the Purchasers/Occupants of the other Premises and/or the said Society to maintain the mechanical/stack car parking system/tower in the said Building/on the said Plot. It is specifically agreed by the Purchaser that the Promoter and/or MCGM shall not be held liable and/or responsible for failure of or any defect in the the mechanical/stack car parking system/tower, after handing over of the same by the Promoter to the said Society and that the said Society as well as the allottees thereof, including the Purchaser herein, shall be solely liable and responsible for maintenance and wear and tear thereof.
- 20. The Promoter has informed the Purchaser that it may construct the electricity sub-station on any part of the said Plot, if so required by the electricity supply company/authority.
- 21. The Promoter hereby agree to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM at the time of sanctioning the plans or thereafter and shall before handing over possession of the said premises to the Purchaser, obtain from the MCGM the Occupation Certificate in respect of the said Premises. The Promoter hereby further agree to observe, perform and comply with the terms and conditions of all the agreements between the Promoter and the said Society and the respective existing members and tenants of the said Society.
- 22. The Promoter has informed the Purchaser that in terms of the herebefore recited Development Agreement with the said Society and individual Agreements for Alternate Accommodation between the Promoter and the respective existing members and tenants of the said Society, the Promoter



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is liable to handover possession of the permanent alternate accommodations to the respective existing members and tenants of the said Society before handover possession of any saleable premises to the buyers thereof, including the Purchaser herein. It is, however, agreed that the possession of the said Premises will be given by the Promoter to the Purchaser on or before 30 September 2024.

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Premises on the aforesaid date, if the completion of the said Building is delayed on account of-

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

- 23. The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the Purchaser having made all payments payable to the Promoter as per this Agreement, shall offer in writing the possession of the said Premises to the Purchaser in terms of this Agreement. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.
- 24. The Purchaser shall take possession of the said Premises within 15 (Fifteen) days of the written notice from the Promoter to the Purchaser intimating that the said Premises is ready for use and occupancy.
- 25. Upon receiving a written intimation from the Promoter as per Clause [24], the Purchaser shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause [25] the Purchaser shall continue to be liable to pay maintenance charges in respect of the said Premises, with interest on arrears, as applicable.
- 26. If within a period of five years from the date of handing over the said Premises to the Purchaser, the Purchaser brings to the notice of the Promoter in writing any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promotes at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.



The Purchaser hereby confirm that he/she/they is/are aware of the terms and conditions of the said Development Agreement with the said Society and the agreements for alternate accommodation entered into by and between the Promoter and respective existing members and tenants of the said Society. The Purchaser hereby agrees and undertakes that the terms and conditions of all the said agreements shall be binding on the Purchaser and the Purchaser shall abide by the same.

The Promoter hereby declares that at present the Floor Space Index available in respect of the said Plot is 2.97 and that no part of the said F.S.I. has been or shall be utilized by the Promoter elsewhere for any purpose whatsoever.

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The Purchaser hereby expressly agree that in the event of the Public Authority at any time acquiring any portion of the said Plot prior to the issuance of the full Occupation Certificate in respect of the said Building, all the benefits of such acquisition, i.e. by way of compensation and/or F.S.I. etc., shall be the exclusive property of the said Society and/or the

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Promoter, and the Purchaser shall have no right, claim or demand in respect thereof or any part thereof.

30. The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Promoter. All open spaces, lobbies, common terraces, will remain the property of the said Society, though, however, the Purchaser shall be entitled to use the same jointly with the existing members and tenants of the said Society after becoming a member of the Society, as provided hereinafter.
31. Nothing contained in this Agreement shall be constructed so as to confer upon the Purchaser any right whatsoever into or upon the said Plot or the said Building or any part thereof or the said Premises. It is expressly agreed hereby that such conferment shall take place only after the Purchaser being admitted as a Member of the said Society as hereinafter mentioned.
32. After the Promoter execute this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take the said Premises.
33. The Promoter shall be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Building or for implementation of the scheme for redevelopment of the said Property. The Purchaser shall not interfere with the said rights of Promoter in any manner whatsoever.
34. The Promoter shall in respect of any amount remaining unpaid by the Purchaser under this Agreement have first charge and lien on the said Premises agreed to be allotted and sold to the Purchaser under this Agreement, without prejudice to any other rights and remedies available to the Promoter for recovery of outstanding dues from the Purchaser.
35. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the said Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and the said Building, as may be determined by the said Society, from time to time.
36. The Purchaser shall maintain at his/her/their own costs, the said Premises in the same condition, state and order in which it is delivered to him/her/them, and shall observe and perform all the terms conditions and covenants contained in this Agreement and shall abide by all bye-laws, rule and regulations of the said Society, Government, Local Bodies and Authorities and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.
37. The Purchaser agrees to pay all amounts payable to the Promoter under the terms of this Agreement as and when the same become due and payable. The Purchaser hereby covenant with the Promoter to pay all amounts agreed to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoter indemnified at all times against breach or non-observance of any of the said covenants and conditions, except so far as the same ought to be observed and performed by the Promoter.

The Purchaser will be entitled to become the member of the said Society only after the Promoter making the request in writing to the said Society to admit the Purchaser as its member. The said request shall be made by the Promoter only after obtaining the Full Occupation Certificate for the said Building and the Purchaser making payment of the full price and

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consideration and all other amounts payable by him/her/them to the Promoter in terms of this Agreement, and also making payment of ₹ 500/- towards the cost of 5 Shares, ₹ 100/- towards membership fees, and ₹ 165/- (Rupees One Hundred Sixty Five only) per Square Feet of carpet area of the said Premises towards the proportionate contribution towards capital / reserves / sinking fund / repairs fund / cash balance, etc. of the said Society. The Purchaser agree and undertake to become the Member of the said Society and to sign and execute all required applications and other papers and documents necessary for admission of the Purchaser as the member of the said Society, as and when required to by the Promoter.

- 39. The Purchaser shall on demand, deposit with the Promoter his/her/their proportionate share towards the costs, charges and expenses for installation of water meter, electric meter, gas meter (if any) and for any other facility/utility in the said Premises and the said Building.
- 40. The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature, within or outside the said Premises or any part thereof. The Purchaser shall keep and maintain the said Premises, walls, floorings, ceiling, partition walls, sewers, drains, pipes and appurtenances thereto and the fittings and fixtures therein in good and tenatable repair and condition and working order, and in particular the said Building, so as to provide shelter to and protect all the parts of the said Building other than his/her/their said Premises. The Purchaser shall not permit the closing of the niches or balconies or Chhaja or make any alterations in the outside elevations and outside colour scheme of the said Building, except with the written permission of the said Society.
- 41. After the possession of the said Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other statutory Authority, the same shall be carried out by the said Society and the allottees/buyers of various premises in the said Building, including the Purchaser herein, at his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- 42. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance in respect of the said Building or other structure/s on the said Plot or cause any increased premium to be payable in respect thereof or which may likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building.



43. After the completion of the said Building and all other structures and premises intended to be constructed by the Promoter on the said Plot in all respect and only after all saleable premises in the said Building that may have been constructed are sold and disposed off by the Promoter and the Promoter having received all dues receivable by it under the terms of the agreements with the allottees/buyers of all the said Premises including the Purchaser herein, the Promoter will hand over the said Building and all common areas to the said Society, and thereafter the said Society shall be entitled to deal with the said Property including the said Building and all common areas, as the said Society may deem fit and proper.

This Agreement shall be lodged for Registration with Sub-Registrar of Assurance at Andheri/Bandra in Mumbai by the Promoter, and the Purchaser will attend to the office of the concerned Sub-Registrar and

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44. admit execution hereof, after the Promoter having informed him/her/them within the prescribed period of the date on which and the number under which it is lodged for registration by the Promoter.

45. All letters, circulars, receipts and/or notices issued by the Promoter and dispatched through Courier or by Registered Post to the address last known

Promoter	Purchaser/s		

to it of the Purchaser or by email or by text messages on WhatsApp will be a sufficient proof of the receipt thereof by the Purchaser and shall completely and effectually discharge the Promoter. For this purpose the Purchaser has given the following address and Email ID:

**Name: MRS. SARA VISHRAM ABHYANKAR**  
**MR. VISHRAM PURUSHOTTAM ABHYANKAR**  
**Address: B-11, Police Officers QRS, Agarkar Chowk,**  
**Sahar Road, Andheri(East), Mumbai - 400 069.**  
**Email ID: saraabhyankar@yahoo.com**  
**Mobile (for WhatsApp): 98701 43223 / 98701 43360**

47. The Purchaser hereby covenant to pay to the Promoter or to the said Society as the Promoter may direct, either on demand or before taking possession of the said Premises, the following amounts:

SR.NO.	AMOUNT (₹)	PARTICULARS
I	39,000.00	Meeting all legal costs, charges and expenses, including professional fees and other costs of the Promoter's Advocates for preparing and engrossing this agreement
II	600.00	Society's Share Money & Membership Fee.
III	1,15,005.00	Proportionate contribution towards the Society's capital / reserves / sinking fund / repairs fund / cash balance, etc. calculated at the rate of ₹ 165/- per square feet carpet area of the said Premises
IV	20,000.00	Meeting all costs, charges and expenses for obtaining electric, water, gas (subject to availability) and other utility connections in the said Premises and the said Building.
V	10,620.00	G.S.T. @ 18% on other charges

**1,85,225.00 TOTAL**

In case there be any deficit in this regard, the Purchaser shall forthwith on demand pay to the Promoter, his/her/their proportionate share to make up such deficit.

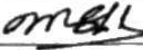


48. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital of the said Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
49. Any delay or indulgence by the Promoter in enforcing any term or condition of this Agreement or any forbearance or granting of time to the Purchaser herein or any other allottees/buyers of other premises in the said building, shall not be construed as waiver on the part of the Promoter of any such breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser or other such allottees/buyers nor shall the same in any manner prejudice the rights and remedies of the Promoter.

The Promoter shall be entitled to alter the terms and conditions of the agreement relating to the un-allotted and unsold premises in the said Building and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favour. The Purchaser herein shall exercise his/her/their rights under this Agreement only.

51. The Promoter hereby represent and warrant to the Purchaser as follows:

(i) The said Society has clear and marketable title with respect to the project Plot, as declared in the title report annexed to this

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Agreement and the Promoter has the requisite rights to carry out the development upon the project Plot and also have license to remain in possession of the project Plot for the implementation of the Project;

- (ii) The Promoter has lawful rights and requisite approvals from MCGM and other competent authorities to carry out development of the project and shall obtain further requisite approvals from time to time to complete the development of the Project;
  - (iii) There are no encumbrances upon the project Plot or the Project except those disclosed in the title report;
  - (iv) There are no litigations pending before any Court of law with respect to the project Plot or Project except those disclosed in the title report;
  - (v) All approvals, licenses and permits issued by the MCGM and other competent authorities with respect to the project, project Plot and the said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued by the MCGM and other competent authorities with respect to the project, project Plot and the said building shall be obtained by following the due process of law and the Promoter have been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, project Plot, the said building and common areas;
  - (vi) The Promoter has a right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
  - (vii) The Promoter has not entered into any agreement for assignment of its rights or any other agreement / arrangement with any person or party with respect to the project Plot, including the Project and the said Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;
  - (viii) The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;
  - (ix) Upon completion of the project, the Promoter shall hand over lawful, peaceful, physical possession of the said Property including common areas of the said Building to the said Society;
  - (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the issuance of the Full Occupation Certificate for the said Project;
- No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Plot) has been received or served upon the Promoter in respect of the project Plot and/or the Project except those disclosed in the title report.



The Purchaser with an intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenants with the Promoter and undertakes as follows:

(a) To maintain the said Premises at Purchaser's own costs and risk in good, tenatable repair and condition from the date of possession of the said Premises is taken by the Purchaser, and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or staircases or any passages, which may be

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against the rules, regulations or bye-laws of the said Society and/or concerned local or any other authority or charge/alter or make addition in or to the said Building and the said Premises or any part thereof.

- (b) Not to store in the said Premises or outside, any goods which are of hazardous, combustible or dangerous nature or which are prohibited by law to be brought upon or kept in any such premises or are so heavy that they are likely to or may damage the construction or structure of the said Building or the said Premises, and the Purchaser shall be liable for the consequences of the breach on account of negligence or default of the Purchaser in this behalf and to indemnify the said Society as well as the Promoter.
- (c) To carry at his/her/their own costs and risk all internal repairs to the said Premises and maintain the said Premises in the condition, state and order in which the same were delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the said Building or the said Premises which may be forbidden by law or rules or regulations of the said Society and concerned local authority or other public authority, and in the event of the Purchaser committing or permitting any act in contravention of the above provisions, the Purchaser shall solely be responsible and liable for the consequences thereof to the said Society and concerned local authority and/or other public authority, and to indemnify the said Society as well as the Promoter for all consequences thereof.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and shall keep the partitions, sewers, drainage pipes in the said Premises and appurtenances thereto in good and tenable repair and condition, and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Premises without the prior written permission of the said Society as also other concerned authority. If, on account of any additions or alterations being carried out by the Purchaser in the said Premises (whether such additions and alterations are permitted by the concerned authorities or not), there be any damages to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damages to the drains) the Purchaser shall at his/her/their own costs, risk and expenses repair such damage (including recurrence of such damages).
- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building.
- (f) Pay to the Promoter within 7 days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned authority or Government for giving Water, Electricity, Gas or any other service connection to the said Building.
- (g) To bear and pay the proportionate Municipal Taxes, water charges, common electricity charges and other maintenance charges to the said Society, on and from the date of the Promoter intimating the Purchaser to take possession of the said Premises from the Promoter, including for carrying out renovation furniture in the said Premises, either before or after the issuance of the Occupation Certificate by the MCGM.



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- (h) To bear and pay increase in local taxes, water charges, insurance premium and such other levy, if any, which are imposed by the concerned local Authority and/or Government and or other public Authority, on account of changes of user of the said Premises by the Purchaser, and indemnify the said Society and the Promoter in that behalf.
- (i) The Purchaser shall not let, sub-let, transfer assign, or part with Purchaser's interest or benefit of this Agreement or the said Premises or create any third party interest or right or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement AND until the Purchaser has obtained permission in writing of the said Society for the purpose.
- (j) The Purchaser shall allow and permit the Promoter and their surveyors and agents and servants, with or without workmen and others, at all reasonable times to enter and upon the said Premises to view and examine the state and condition thereof and/or for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences, facilities and utilities belonging to, serving or used for the said Building;
- (k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including the recitals thereof) and if the Purchaser neglects, omits or fails to pay any amount for any reason whatsoever to the Promoter due and payable under the terms and condition of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulation herein contained, the Promoter shall be entitled to re-enter upon and resume possession of the said Premises and every part thereof and in that event this Agreement shall ipso facto stand terminated. The Purchaser herein agrees that on the Promoter re-entering on any part of the said Premises, as aforesaid, all the claims, contentions, demands and the right, title, and interest of the Purchaser in or to the said Premises and under this Agreement shall ipso facto cease and the Purchaser shall also be liable for immediate ejection as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said Premises and in that event all the monies paid to the Promoter by the Purchaser (except the earnest money and the outgoing proportionate to the said Premises till the date of such termination) shall within 90 days after such termination be refunded by the Promoter to the Purchaser, without any interest.


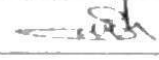

The Promoter shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.



53. If at any time this transaction is held to be liable to any additional tax, cess etc. the same shall be payable by the Purchaser to the Promoter, forthwith on demand, failing which the Purchaser shall be liable to pay the same with interest thereon as per the said Rule.

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The Promoter shall provide common amenities as agreed to between the said Society and the Promoter under the said hereinbefore recited Redevelopment Agreement.

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- 55. The Promoter shall be entitled to handover amenity space or any other premises, if any, reserved on the said Plot to the Municipal Corporation of Greater Mumbai or any other concerned authority and said Society and/or the Promoter alone shall be entitled to all the benefits that may be granted by the MCGM or any other authority in lieu of the said amenity space / reservation area.
- 56. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoter and supersedes, cancels and merges:
  - (a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoter prior to the date of execution of this agreement;
  - (b) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;
  - (c) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;
  - (d) The Purchaser agree and acknowledge that the sample flat or unit, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat / unit and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat / unit, other than as expressly agreed by the Promoter under this Agreement.
- 57. The Purchaser hereby admit and confirm that the Promoter has prior to entering into this Agreement, informed the Purchaser and the Purchaser has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoter, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoter may deem fit and proper, without any prior notice/intimation in any form to the Purchaser.
- 58. Before taking possession of the said Premises, the Purchaser shall be liable to inspect the said Premises and willfully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said Premises and the amenities provided therein and in the said Building, and after taking possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoter with respect of the said Premises.
- 59. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser, until, firstly, the Promoter pays the Stamp Duty on this Agreement and secondly Purchaser signs and delivers to the Promoter this Agreement with all the schedules/annexures along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and thirdly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and/or appear before the concerned Sub-Registrar for registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15

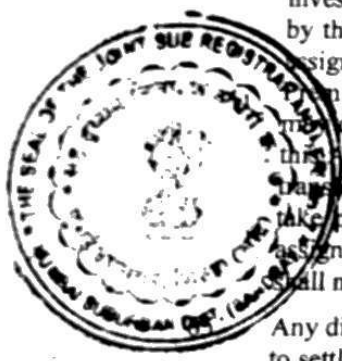


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<i>Small</i>	<i>[Signature]</i>	<i>al.</i>	
Promoter	Purchaser/s		

(Fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser for allotment of the said premises shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith, including the booking amount shall stand forfeited to the Promoter, towards the administration charges and processing fees of the Promoter.

- 60. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the said premises, in case of transfer, as the said obligation go along with the said premises for all intent and purposes.
- 61. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 62. Whenever in this Agreement it is stipulated that the Purchaser has to make payment, in common with other buyers/allotees in the Project, the same shall be proportionate to the carpet area of the said Premises to the total area of all the premises in the Project.
- 63. The Promoter has informed the Purchaser that the Promoter has taken the benefit of the scheme announced by the Government of Maharashtra, Urban Development Department, vide its Order bearing No. TPS/A.N./CR 80/20/UD dated 14.01.2021 read with the Circular bearing No.Ch.E/D.P./21546/Gen dated 05.03.2021 issued by the MCGM, *inter alia*, granting concessions/rebates in payment of various premiums payable by the Developer/Promoter in the Project till 31<sup>st</sup> December, 2021, and therefore, the Promoter hereby agree and declare that the Promoter shall bear and pay the stamp duty on this Agreement. The Purchaser shall not be liable for the same. However, the Purchaser shall be liable to pay the Registration Charges with respect to this Agreement.
- 64. The Purchaser has represented that he/she/they has/have agreed to purchase the said Premises from the Promoter with an intention of making an investment in the project of redevelopment of the said Property undertaken by the Promoters. Therefore, the Purchaser shall be entitled to transfer or assign his/her/their right, entitlement and interest in respect of the said Premises and in this Agreement, to any person or party, as the Purchaser may deem fit and proper, within a period of three years from the date of this agreement and in that event the Purchaser will not be liable to pay the transfer charges to the Promoter. The Purchaser shall, however, be liable to take prior consent in writing from the Promoter for any such transfer / assignment, which consent shall be promptly given by the Promoter and shall not be unreasonably withheld by the Promoter.



Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority at Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.

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65. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have jurisdiction for this Agreement.

<i>Omells</i>	<i>[Signature]</i>	<i>[Signature]</i>	
Promoter	Purchaser/s		




IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

**THE SCHEDULE ABOVE REFERRED TO**



ALL THAT piece or parcel of land bearing Survey No.41, Pot Nos.1 to 9, Falni No.3, Old C.T.S. Nos. 669, 669/1 to 3, and now bearing New C.T.S. No. 669A, admeasuring 3320.10 Square Meter or thereabouts, of Village Andheri, Taluka-Andheri, in the Registration District and Sub- District of Mumbai City and Mumbai Suburban, together with a Bungalow known as "Ladiwala Bungalow" and the building known as "Himalaya" standing thereon, situated at 41A, Sahar Road, Andheri (East), Mumbai-400 069 and bounded as follows, that is to say:

- On or towards the North : by CTS No.665;
- On or towards the South : by CTS No.670,
- On or towards the West : by Private Road bearing CTS No.672 leading from Sahar Road;
- On or towards the East : by Proposed 13.2 Meter wide D. P. Road and presently bearing CTS No.668.

**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER, M/S. NEW INDIA CONSTRUCTION COMPANY:**


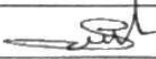

 Signature <b>MR. NIRANJAN POPATLAL SHAH</b> Partner <b>M/S. NEW INDIA CONSTRUCTION CO.</b>		
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in presence of



1. **Soniga Abhyankar** 
2. **C. H. Chauhan** 





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 Promoter	 Purchaser/s		
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SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER:

 Signature <b>MRS. SARA VISHRAM ABHYANKAR</b>		 Impression
 Signature <b>MR. VISHRAM PURUSHOTTAM ABHYANKAR</b>		

in presence of

1. Soniya Abhyankar 
2. C.H. Chauhan 

**RECEIPT**

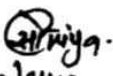

(Valid Subject to realization of cheques)

RECEIVED from the withinnamed the PURCHASER a sum of ₹ 18,00,000/- (Rupees Eighteen Lac Only) being the within mentioned earnest money paid by him/her/them to us, as detailed below :

Sr. No.	Cheque No.	Dated	Drawn on Bank	Amount in ₹.
1	000007	28-08-2023	HDFC BANK	4,00,000/-
2	000008	28-08-2023	HDFC BANK	4,00,000/-
	000009	28-08-2023	HDFC BANK	4,00,000/-
	000010	28-08-2023	HDFC BANK	4,00,000/-
5	000011	28-08-2023	HDFC BANK	1,00,000/-
6	BTGS	29-08-2023	-	1,00,000/-
<b>TOTAL</b>				<b>18,00,000/-</b>



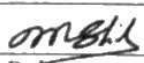
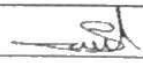

WITNESSES:

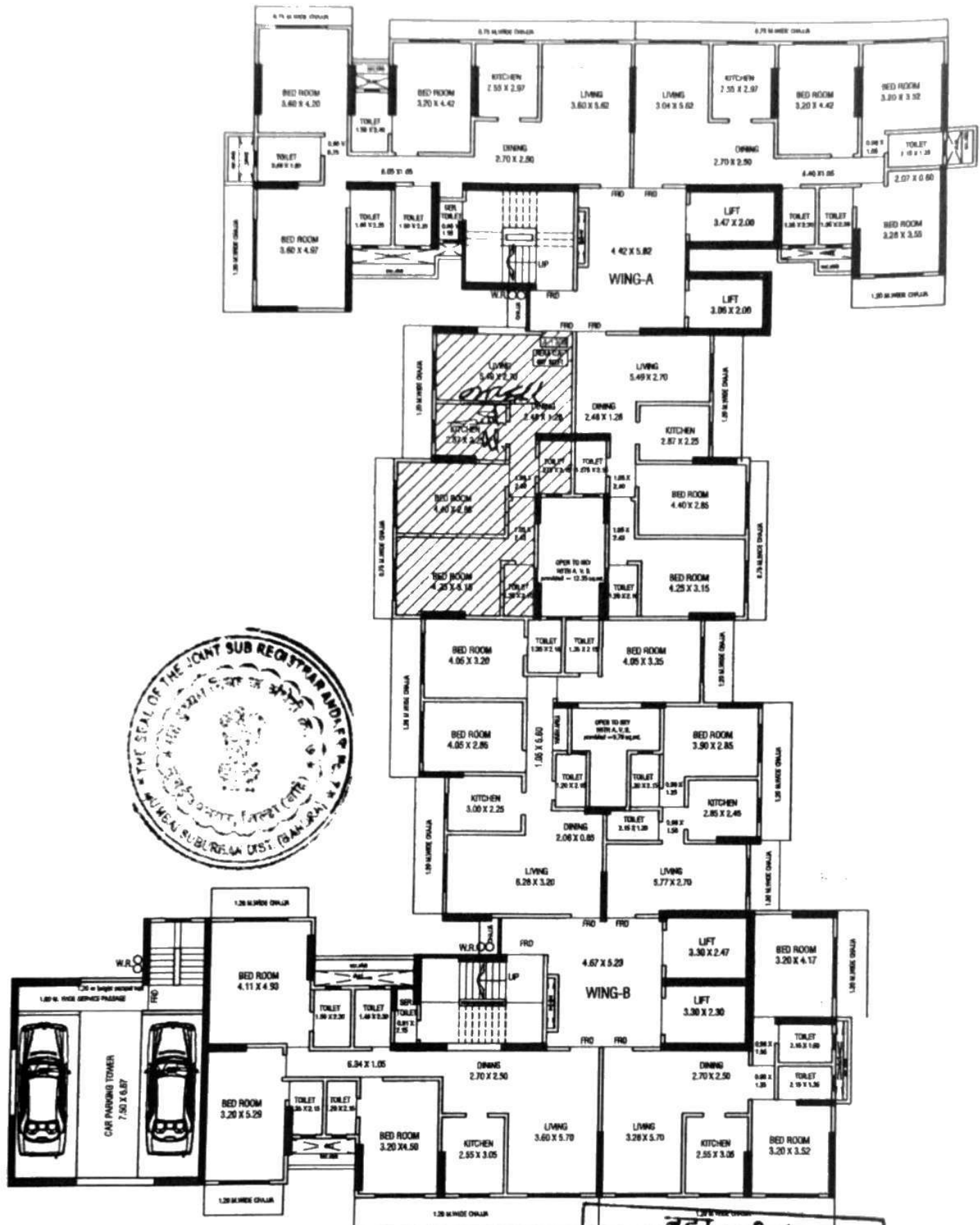
1. Soniya Abhyankar 
2. C.H. Chauhan. 

WE SAY RECEIVED For M/s. New India Construction Co.

  
Partner

₹ 18,00,000		
₹ 18,00,000	26	900
2023		

			
Promoter	Purchaser/s		

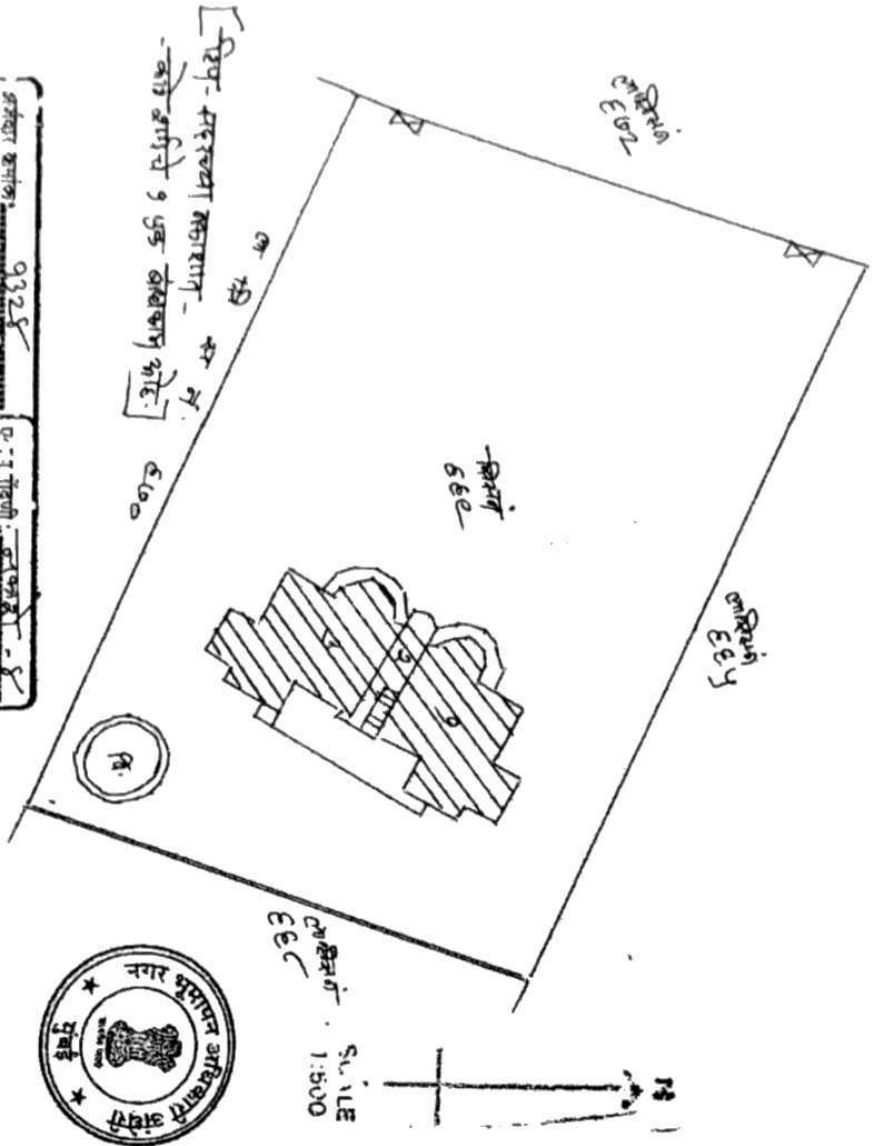


FLAT NO - A-1303 (WING-B)

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2023

ANNEXURE - 'A'

अधिकार क्रमांक: 9325	पु. सं. नं. 200/1
अर्थ विभागाच्या कार्यालयीन क्रमांक: 200/129	शहराचा क्रमांक: 200/1
अधिकार क्षेत्राचा क्रमांक: 33129	शहराचा क्रमांक: 901
अधिकार क्षेत्राचा क्रमांक: 33129	शहराचा क्रमांक: 2901



खुशी नक्कल  
 नाम-सुभाषन अधिकारी  
 अंधेरी



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ANNEXURE - 'B'

Suit No. 53/1954  
 Ex. No. 'A' (Contd.)  
 23-3-55

नोंदणीचे प्रमाणपत्र

( क्रमांक: - वी.वो.अम. - जेव.वेस.जी. ३००९ सन १९६९ )

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येत आहे की

उद्दिष्टी हिमालय सी-फ्लोपॉलिथीन सोलिंग सांसाधनी लि.

क-अ, राठार रोड, उदेली (पुन), मुंबई-६६

की संस्थेने महाराष्ट्र राज्य सरकारी अधिनियम १९६० (सन १९६१ चा महाराष्ट्र

अधिनियम क्रमांक २४) कलम १(१) वन्वये नोंदण्यात आलेली आहे.

बुपरिनिर्दिष्ट अधिनियमाच्या कलम १२(१) वन्वये व महाराष्ट्र

सहकारी संस्था नियम क्रमांक १७(१) वन्वये संस्थेने वृष्टिकरण गृह निर्माण संस्था वसूत

बुम-वागिकरण (व) (ब) माळेकर महत्वागीदारी द्वारे गृहनिर्माण संस्था आहे.

कार्यालय मोहोर

मुंबई.

तारीख, २६ मार्च १९६९.

— १.१.५५ —  
 सहायक निबंधक (१)  
~~सहायक निबंधक~~  
 सहायक निबंधक (१) (वि)  
 सरकारी संस्था, मुंबई.

CMR (A) No. R. O. 281/55  
 Dt. 19/1/55



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346

ANNEXURE - 'C'

Form  
88In replying please quote No.  
and date of this letter.

MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. P-6954/2021/(669)/K/E  
Ward/ANDHERI/IOD/1/New

MEMORANDUM

Municipal Office,  
Mumbai

To,

M/s. NEW INDIA CONSTRUCTION CO. C.A. to Owner

CTS No. 669,669/1 to 3 of Village Andheri, Andheri (East), Mumbai.

With reference to your Notice 337 (New), letter No. - dated. 3/4/2021 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed building on plot bearing CTS No. 669,669/1 to 3 of Village Andheri, Andheri (East), Mumbai. CTS/CS/FP No. 669, 669/1 TO 3 furnished to me under your letter, dated 3/4/2021. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

**A: CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK.**

- 1 That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2 F : CONDITIONS TO BE COMPLIED WITH OCCUPANCY (PERPETUAL).
- 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 as per D.C. Regulation No.38(27) before starting the work.
- 4 That the low lying plot will not be filled upto a reduced level of at least 28.04 mtr. T.H.D. or 0.15 mtr. above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
- 5 That the structural engineer's appointment, acceptance and structural design and calculations for the proposed work will not be submitted before C.C.
- 6 That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.

Page 1 of 12 On 19-Aug-2021



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No P-6954/2021/(669)/K/E  
Ward/ANDHERI/OD/1/New

- 7 That the Registered Agreement with the existing tenant/members along with the list will not be submitted before C.C.
- 8 That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 9 That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement shall not be submitted and got approved before C.C.
- 10 That the remarks/N.O.C. from [i] P.C.O., [ii] S.G. [iii] E.E. (S.W.D.) Zonal or consultant remarks for internal SWD, [iv] H.E. [v] E.E. (Sewerage) P&D shall not be obtained and the requisitions if any shall not be complied with before occupation certificate/B.C.C.
- 11 That the qualified/registered site supervisor through Architect/L.S./structural Engineer shall not be appointed before applying for C.C.
- 12 That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/East Ward] shall not be submitted before applying for C.C.
- 13 That the NOC from A.A. & C. [K/East Ward] shall not be submitted.
- 14 That the development charges as per M.R.T.P. (amendment) Act 1992 and requisite premium as intimated shall not be paid before applying for C.C.
- 15 That the Janata Insurance Policy in the name of site or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 16 That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 17 That the building shall not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect shall be insisted.
- 18 That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 19 That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 20 That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/5591 of 15.4.1974.
- 21 That the Board shall not be displayed showing details of proposed work, name of owner, developer, Architect/L.S., R.C.C. consultant etc.
- 22 That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37[2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-24/2007/UD-11 dt.6/6/2007 shall not be submitted
- 23 That the authorized Pvt. Pest Control Agency to give anti malaria treatment shall not be appointed in

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No. P-6954/2021/(669)/K/E  
Ward/ANDHERI/10D/1/New

consultation with P.C.O. [K/East Ward].

- 24 That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted.
- 25 That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- 26 That the developer will not intimate the prospective buyer and existing tenants and the clause to that effect shall not be incorporated in the Regd. Sale agreement regarding concessions availed for deficiency in open space, inadequate height of habitable room, inadequate maneuvering space etc. as well as not objecting neighbourhood development with deficiency etc.
- 27 That the R.U.T. shall not be submitted by the developer stating: a) Fungible compensatory FSI for rehabilitation component shall not be used for sale component. b) For payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M. c) The difference of payment for additional 50% FSI shall be paid and calculated as per the revision of rates by the Government from time to time as per the condition No.5 mentioned in Notification and circular before requesting for C.C. d) The owner/developer stating that they will not take any objection in future for the development on adjoining plot with deficient open spaces and also condition will be incorporated about deficient open spaces of proposed building in the sale agreement of flats. e) The owner/developer to not to misuse the pocket/part terraces and elevation features in the form of drop/slant chajja, cornices & elevational bands. f) The owner/developer for maintaining the noise levels as per the norms of Pollution Control Board
- 28 That the R.U.T. shall not be submitted by the developer stating: g) For not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential. h) The conditions of E.E.(T&C) NOC shall not be complied with and to that effect the mechanized parking equipped with safety measures shall be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall not be submitted. i) Agreeing to comply with & follow all the rules, regulations, circulars, directives related to the safety of construction labors/workers, issued time to time by the department of building & other construction labours, Government of Maharashtra shall not be submitted. j) To sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, shall not be submitted. k) For not misusing the part terrace and area claimed free of F.S.I. shall not be submitted.
- 29 That the dry and wet garbage shall not be separated and the wet garbage generated in the building shall not be treated separately on the same plot by the residents / occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be incorporated by the Developer / Owner, as per the circular no. CHE/DP/00024/GEN dtd. 02.04.2016.
- 30 That the work shall not be carried out between 6 a.m. to 10 p.m. only in accordance with Rule 5A(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment & Forest Department from time to time shall be duly observed.
- 31 That all the conditions and directions specified in the Hon'ble Supreme Court order i.e. as per SLP (civil) No. D23708/2017 dtd. 15/03/2018 in the case of dumping ground shall not be complied with before starting demolition of structures and/or starting any construction work.
- 32 That adequate safeguards shall not be employed in consultation with SWM dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall not

Page 3 of 12 On 19-Aug-2021



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No P 8854/2021/889/K/E  
Ward/AN(V)E RI/OLV/1/New

- bedeposited in specific sites inspected and approved by MCGM.
- 33 That the construction and demolition waste shall not be handled and transported to the designated unloading site as per NOC issued by F F (SWM) NOC and comply with the conditions mentioned in the said NOC and as per the Hon'ble Supreme Court directives dated 15.03.2018
- 34 That the B G submitted as per Hon'ble Supreme Court directives shall not be revalidated timely & submitted to this office
- 35 That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide officer of the concerned ward office and provision shall be made as and when required by the insecticide office for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the insecticide office shall not be complied with.
- 36 That the Indemnity Bond for compliance of all the conditions shall not be submitted
- 37 That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall not be taken and completion certificate to that effect shall not be submitted from the Licensed Structural Engineer
- 38 That the builder/developer shall not keep record (at construction site) of C & D waste generated, transported and unloaded at designated unloading site. The builder/developer shall not submit record monthly on MCGM Auto DCR system.
- 39 That the valid Civil Aviation NOC from AAI shall not be submitted
- 40 Any breach of condition regarding debris disposal will not entail the cancellation of the building permission or IOD & the work will not be liable to be stopped immediately.
- 41 That the Status of road from A.E.(Maintenance ) K/E shall not be submitted.
- 42 That the fresh P.R.Card in the name of owner shall not be submitted before C.C.
- 43 That the prior permission from the National Board of wildlife shall not be obtained for the development/construction work as per the letter from Dy. Forest Conservator, Thane Forest Division vide letter dtd. 09.04.2021, as the land u/r. falls within 10.00 K M buffer from the boundary of ECO-Sensitive Zone of Thane Creek Flamingo Sanctuary.
- 44 That the specific remarks from the PCO as regards the existence/ closure of the well shall not be obtained.

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

- 1 That the notice in the form of appendix XVI of D.C.R. shall not be submitted.
- 2 That the valid Janata Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also shall not be renewed during the construction work.
- 3 That the N.O.C. from A.A. & C. [K/East Ward] shall not be submitted.
- 4 That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/East Ward] shall not be submitted before applying for C.C.
- 5 That the testing of building material to be used on the subject work shall not be done and results of

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No. P-6954/2021/(669)/K/E  
Ward/ANDHERI/IOD/1/New

the same will not be submitted periodically.

- 6 That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.
- 7 That the plinth stability certificate from R.C.C. consultant shall not be submitted.
- 8 That the monthly status report shall not be submitted regularly.
- 9 That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record
- 10 That the valid SWM NOC and requisite Bank Guranatee (BG) as per Hon'ble Supreme Court order in dumping ground case shall not be submitted

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

- 1 That some of drains will not be laid internally with C.I. pipes.
- 2 That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
- 3 That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- 4 That the 3.00 mt. wide paved pathway upto staircase will not be provided
- 5 That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 6 That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before O.C.C./B.C.C.
- 7 That the carriage entrance will not be provided before starting the work.
- 8 That the parking spaces will not be provided as per D.C.P.R. No.44.
- 9 That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 10 That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 11 That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 12 That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 13 That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room/space for telecom installations etc. required for providing telecom services shall not be provided.
- 14 That the necessary arrangement of borewell shall not be made/provided and necessary certificate to that effect from the competent authority shall not be obtained before C.C.
- 15 That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with.

Page 5 of 12 On 19-Aug-2021



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२०२३		

No. P-6954/2021/(669)K/E  
Ward/ANDHERI/OD/1/New

- 16 That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 17 That the Drainage Completion Certificate shall not be submitted
- 18 That the Lift Inspector's completion certificate shall not be submitted.
- 19 That the structural stability certificate shall not be submitted.
- 20 That the Site Supervisor's completion certificate shall not be submitted
- 21 That the smoke test certificate shall not be submitted
- 22 That the water proofing certificate shall not be submitted.
- 23 That the N.O.C. from A.A. & C. [K/East Ward ] shall not be submitted
- 24 That the final completion certificate from C.F.O. shall not be submitted
- 25 That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 26 That the Energy Conservation Systems as stipulated vide circular under No.ChE/M&E/1063 dt.16/06/2008 shall not be complied with.
- 27 That the A.M.S.L. of completed work (top of building) shall not be verified and submitted.



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३०	१००	
२०२३		

No. P-6954/2021/(669)/K/E  
Ward/ANDHERI/IOD/1/New

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 18 August day of 2022 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.  
Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals,  
Zone, Wards.

**SPECIAL INSTRUCTIONS**

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

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98000	36	900
2023		

No. P-6954/2021/(669)/K/E  
Ward/ANDHERI/KOD/1/New

8 Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector under the Land Revenue Code and Rules there under.

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



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No. P-6954/2021/(669)/K/E  
Ward/ANDHERI/IOD/1/New

No. EB/CE/ /BS /A/

#### NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- 8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to

Page.9 of 12 On 19-Aug-2021



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No. P-6954/2021/(669)/K/E  
Ward/ANDHERI/10D/1/New

avoid the excavation of the road and footpath.

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

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No. P-6954/2021/(669)/K/E  
Ward/ANDHERI/IOD/1/New

starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

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



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No. P-6954/2021/(669)/K/E  
Ward/ANDHERI/IOD/1/New

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

**P-6954/2021/(669)/K/E Ward/ANDHERI/IOD/1/New**

- Copy To :-
1. Kulin Bhupendra Patrawala  
202, SULSA R.R THAKKER MARG, MALABAR HILL VALKESHWAR.
  2. Asst. Commissioner K/E Ward.
  3. A.E.W.W. K/E Ward,
  4. Dy.A & C. Western Suburb I
  5. Chief Officer, M.B.R. & R. Board K/E Ward .
  6. Designated Officer, Asstt. Engg. (B. & F.) K/E Ward ,
  7. The Collector of Mumbai

✓  
Name : Navnath Sopanna  
Ghadge  
Designation : Executive  
Engineer  
Organization : Municipal  
Corporation of Greater Mumbai  
Date : 19-Aug-2021 10:56:18



78-11E		
98000	83	900
2023		

## ANNEXURE - 'D'



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**Amended Plan Approval Letter**

File No. P-6954/2021/(669)/K/E Ward/ANDHERI/337/3/Amend dated 13.04.2022

To,  
Kulin Bhupendra Patrawala  
202, SULSA R.R THAKKER MARG,  
MALABAR HILL VALKESHWAR.

CC (Owner),  
M/s. NEW INDIA CONSTRUCTION  
COMPANY  
201 A VERTEX VIKAS ,M.V.ROAD  
ANDHERI EAST MUMBAI

**Subject :** Proposed building on plot bearing CTS No. 669,669/1 to 3 of Village Andheri, Andheri (East), Mumbai..

**Reference :** Online submission of plans dated 17.03.2022

Dear Applicant/ Owner/ Developer,  
There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That all the conditions of IOD under even number dated 19-08-2021 and amended plan dtd. 11.01.2022 shall be complied with.
- 2) That Structural Stability Certificate from Structural Engineer shall be submitted for extension/additional floors.
- 3) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 4) That the N.O.C. from Airport Authority of India shall be submitted.
- 5) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/East Ward] shall be submitted before applying for C.C.
- 6) That the Janata Insurance Policy in the name of site under reference shall be submitted.
- 7) That all the payments shall be made.
- 8) That the C.C. shall be got re-endorsed.
- 9) That the revised N.O.C. from H.E. shall be submitted before requesting for C.C.
- 10) That the C.C. shall be got endorsed as per the amended plan.
- 11) The verification of A.M.S.L. of completed work shall be done before F.C.C. The A.M.S.L. of the topmost part of the building under reference shall also be verified before O.C.C.
- 12) The work shall be carried out between 6.00 am to 10.00 pm only (as per circular no. Ch.E./DP/7749/Gen. dated 07/06/2016) That the work shall be carried out between 6.00 am to 10.00 p.m. only.
- 13) That the dry wet garbage shall not be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M.
- 14) All the conditions and directions specified in the orders of Hon'ble Supreme Court in the case of Dumping Ground shall be complied with before starting demolition of structures and/or starting any construction work.
- 15) Adequate safeguards shall be employed in consultation with SWM dept. of MCGM for preventing dispersal of particles through air.



बंदर - १८		
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✓  
Name : Navnath  
Ghadge  
Designation : Executive  
Engineer  
Organization : Municipal  
Corporation of Greater  
Mumbai  
Date : 13-Apr-2023

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer . Building Proposal  
Western Suburb I

Copy to :  
1) Assistant Commissioner, K/E Ward  
2) A.E.W.W., K/E Ward  
3) D.O. K/E Ward  
- Forwarded for information please.



२२५ - २८		
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## MUNICIPAL CORPORATION OF GREATER MUMBAI

## FORM 'A'

## MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-6954/2021/(669)/K/E Ward/ANDHERI/FCC/2/Amend

## COMMENCEMENT CERTIFICATE

To,  
M/s. NEW INDIA CONSTRUCTION CO. C.A. to  
Owner  
CTS No. 669,669/1 to 3 of Village Andheri, Andheri  
(East), Mumbai.

Sir,

With reference to your application No. **P-6954/2021/(669)/K/E Ward/ANDHERI/FCC/2/Amend** Dated. **03 Apr 2021** 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 **03 Apr 2021** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **669** C.T.S.No. **669, 669/1 TO 3** Division / Village / Town Planning Scheme No. **ANDHERI** situated at - Road / Street in **K/E 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. **A. E. (B. P.) K/East ward** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



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This CC is valid upto 25/4/2023

Issue On : 26 Apr 2022

Valid Upto : 25 Apr 2023

Application Number :

P-6954/2021/(669)/K/E  
Ward/ANDHERI/CC/1/New

Remark :

C.C. up to top of stilt floor i.e. up to ht. 3.00 mt. AGL as per Last approved plan dated 13/04/2022, Subject to NO from office of Collector M.S.D. in respect of excavation permission submission before serving work start notice.

Approved By

Navnath S. Ghadge

Executive Engineer

Issue On : 21 Oct 2022

Valid Upto : 20 Oct 2023

Application Number :

P-6954/2021/(669)/K/E  
Ward/ANDHERI/FCC/1/New

Remark :

Further C.C. is extended for building of two wings i.e. "A" & "B" comprising of stilt for stack parking + 1st to 10th upper floors for residential user for part portion of building shown hatched in plinth plan and as per last approved plan dated 13.04.2022.

Note :-

- 1] That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident.
- 2] To carry out the work strictly under the supervision of Structural Engineer and L.S./Architect.
- 3] Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without prejudice to legal matters pending in court of law if any.
- 4] To follow all the guidelines of central Gov. / State Gov. / Local planning authority in respect to covid-19 pandemic.

Approved By

A. E. (B. P.) K/East ward

Assistant Engineer (BP)

P-6954/2021/(669)/K/E Ward/ANDHERI/FCC/2/Amend

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२०२३		





Issue On : 09 Nov 2022

Valid Upto : 08 Nov 2023

Application Number :

P-6954/2021/(669)/K/E  
Ward/ANDHERI/FCC/1/Amend

Remark :

F C.C. for building of two wings i.e. A & B comprising of still for stack parking + 1st to 10th upper floor as per last approved plan dated 13.04.2022.

Note :-

- 1] That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident.
- 2] To carry out the work strictly under the supervision of Structural Engineer and L.S./Architect.
- 3] Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without prejudice to legal matters pending in court of law if any..
- 4] To follow all the guidelines of central Gov. / State Gov. / Local planning authority in respect to covid-19 pandemic.

Approved By

A. E. (B. P.) K/East ward  
Assistant Engineer (BP)

Issue On : 07 Feb 2023

Valid Upto : 25 Apr 2023

Application Number :

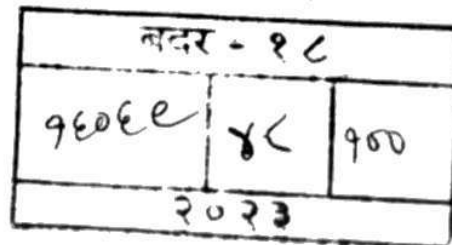
P-6954/2021/(669)/K/E  
Ward/ANDHERI/FCC/2/Amend

Remark :

Full C.C. upto top of 16th upper floors + LMR & OHT i.e. height 50.52 mtr. AGL for Wing 'A' & 'B' as per last approved plan dated 13.01.2023.

Note :-

- 1] That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident.
- 2] To carry out the work strictly under the supervision of Structural Engineer and L.S./Architect.
- 3] Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without prejudice to legal matters pending in court of law if any.
- 4] To follow all the guidelines of central Gov. / State Gov. / Local planning authority in respect to covid-19 pandemic.



Digitally signed by SHAKH ABIF MUSA  
Date: 07 Feb 2023 13:55:38  
Organization: Suburban Mumbai Corporation  
Designation: Assistant Engineer (BP)



For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Assistant Engineer . Building Proposal  
Western Suburb I /K/E Ward Ward

Cc to :  
1. Architect.  
2. Collector Mumbai Suburban /Mumbai District.



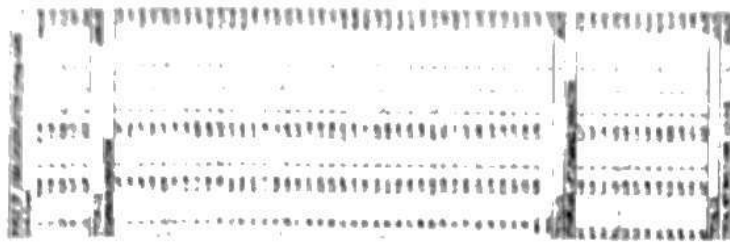
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Page 4 of 4 On 07-Feb-2023

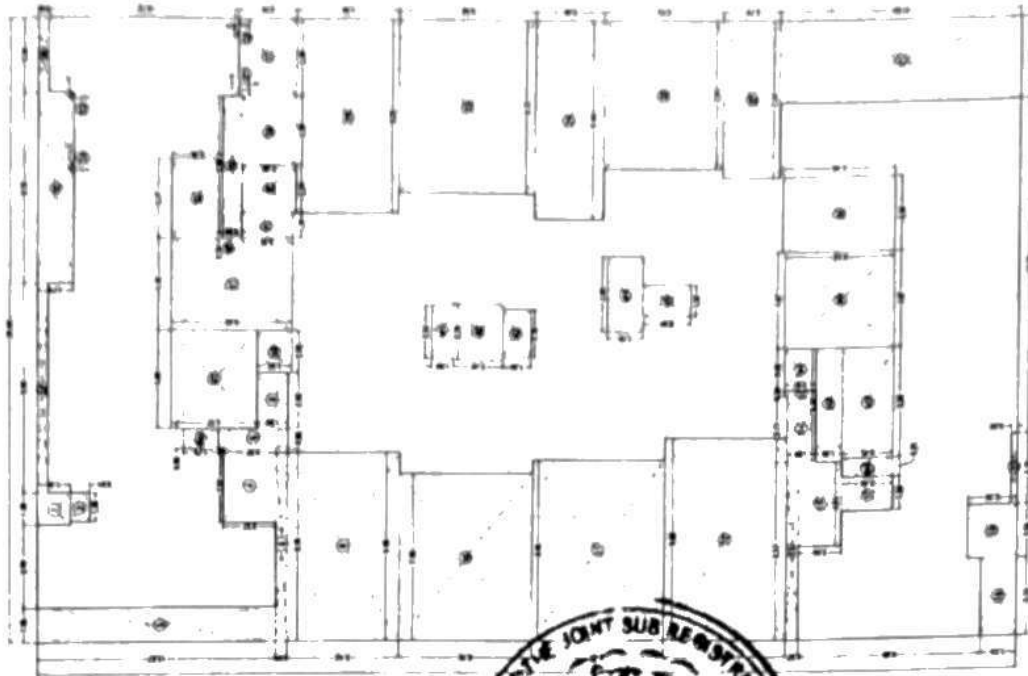
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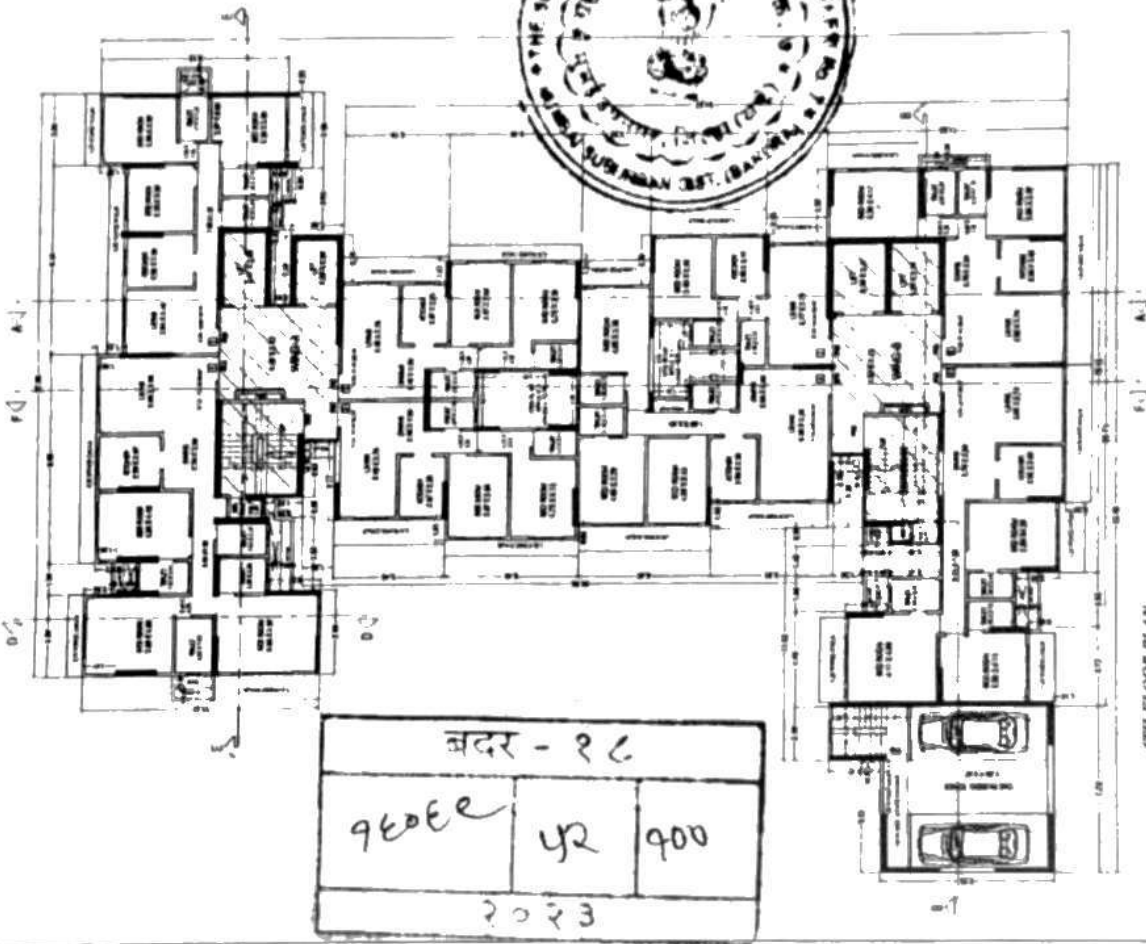
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१६०६६	५०	१००
२०२३		



Project No.	100/100
Scale	1/4" = 1'-0"
Date	10/10/10
Author	Architect
Client	Client
Location	Location
Remarks	Remarks



AREA DIAGRAM  
(SEE FLOOR PLAN PAGE - 482)  
SCALE - 1/8"

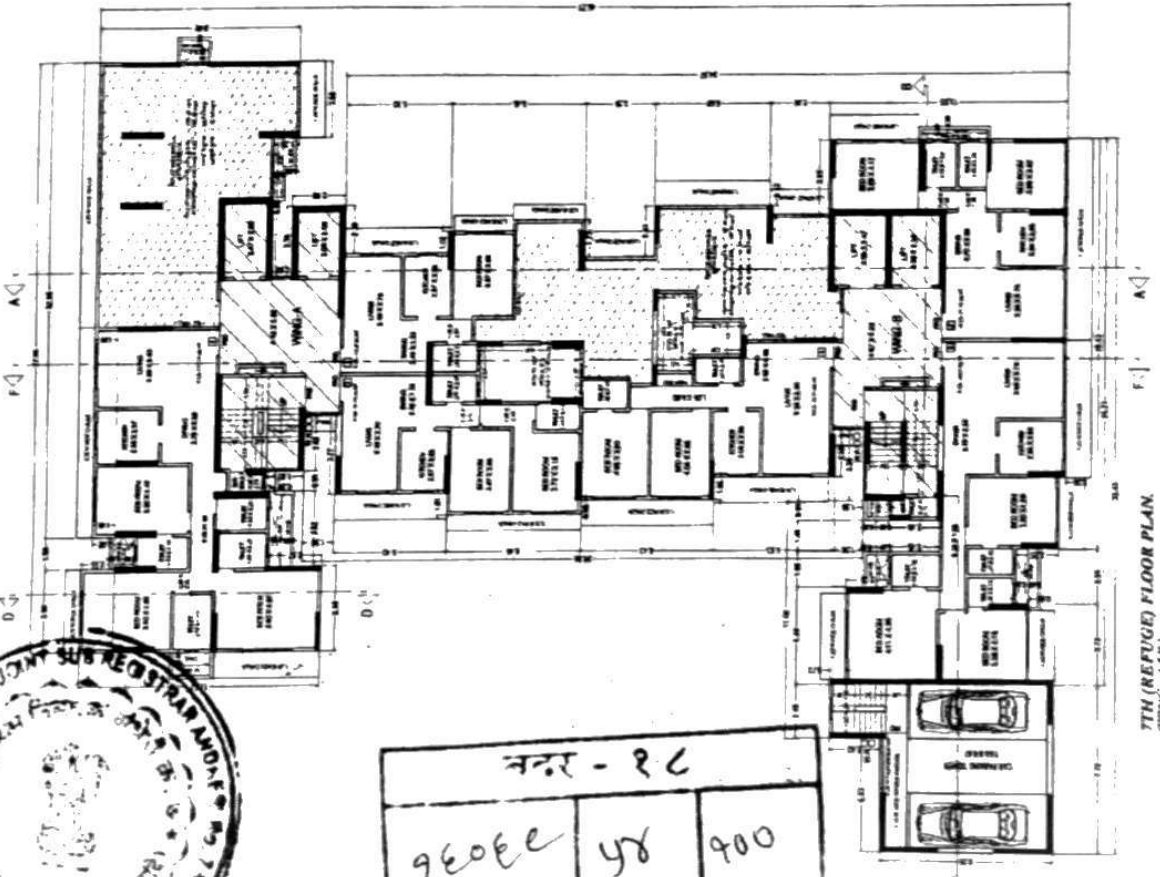


4TH FLOOR PLAN  
(BING - 482)  
SCALE - 1/8"

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7TH (REFUGEE) FLOOR PLAN.  
 (PINC. 448)  
 SCALE: 1/8\"/>

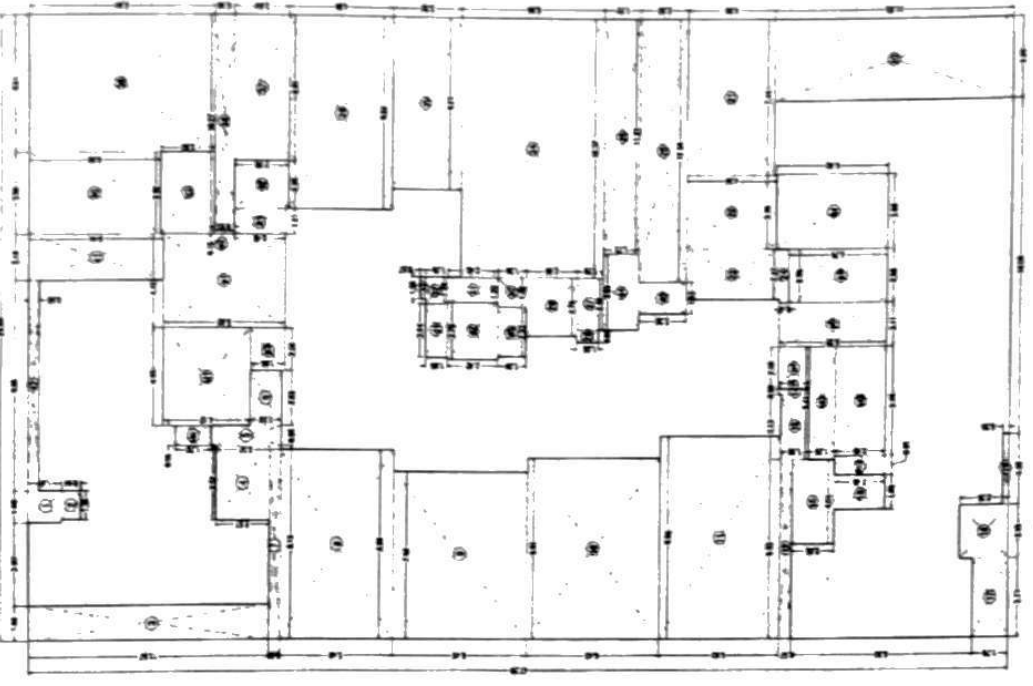
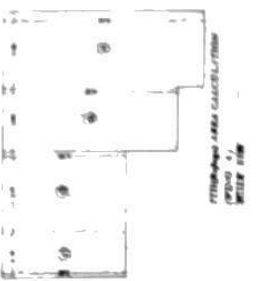


TABLE OF AREA CALCULATION (SQM)

NO.	DESCRIPTION	AREA (SQM)
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PORTION OF AREA CALCULATION (SQM)



PORTION OF AREA CALCULATION (SQM)

TABLE OF AREA CALCULATION (SQM)

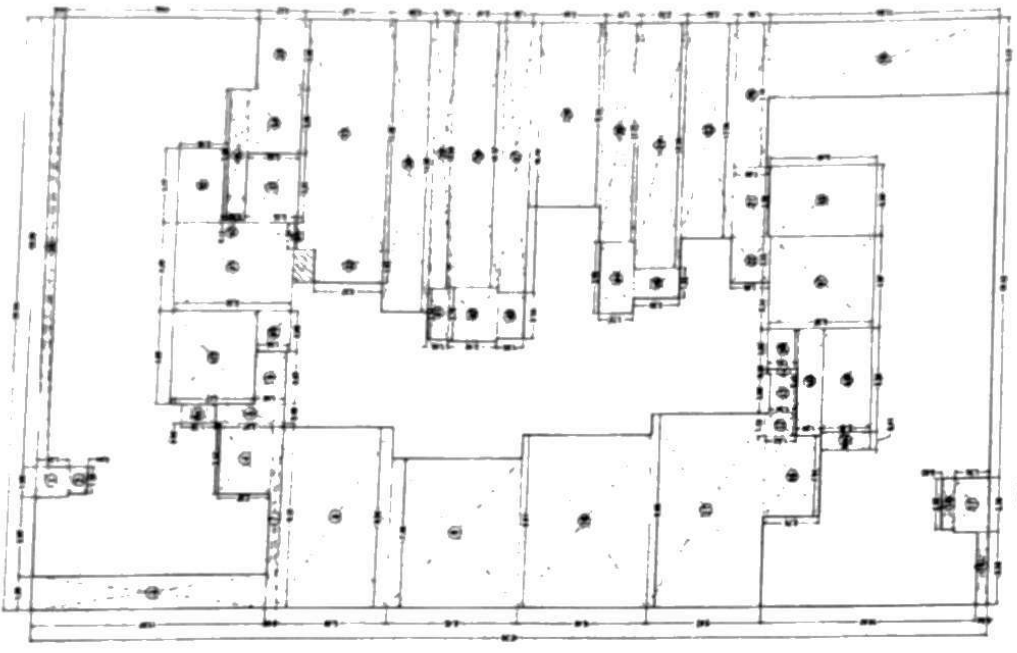
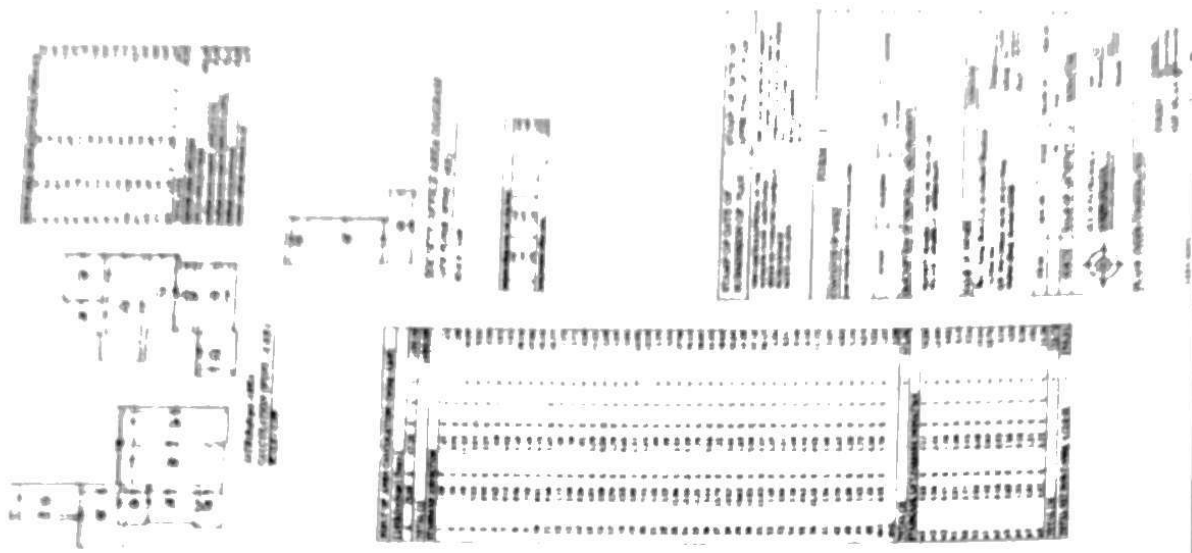
NO.	DESCRIPTION	AREA (SQM)
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TOTAL	...	...

STAMP OF OFFICE OF SURVEYOR GENERAL, DHAKA

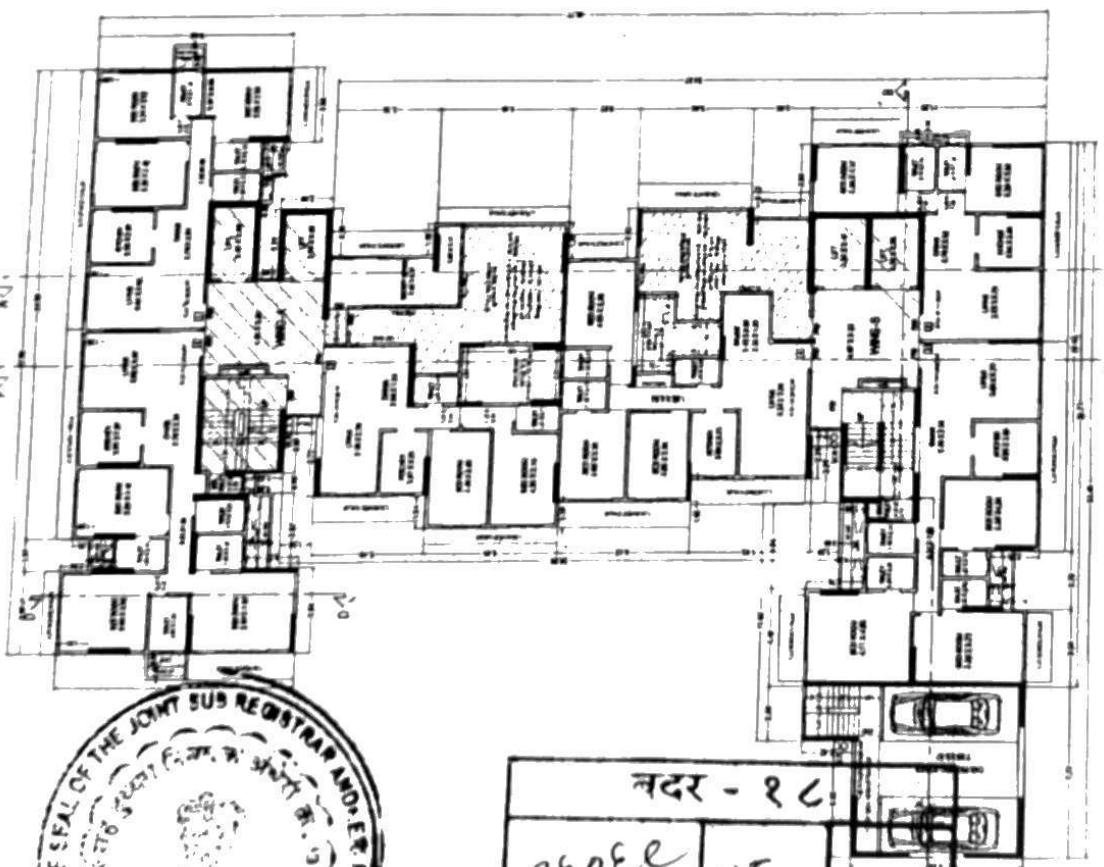
FORM NO. 1

DATE OF SURVEY: ...

SCALE: 1/8\"/>



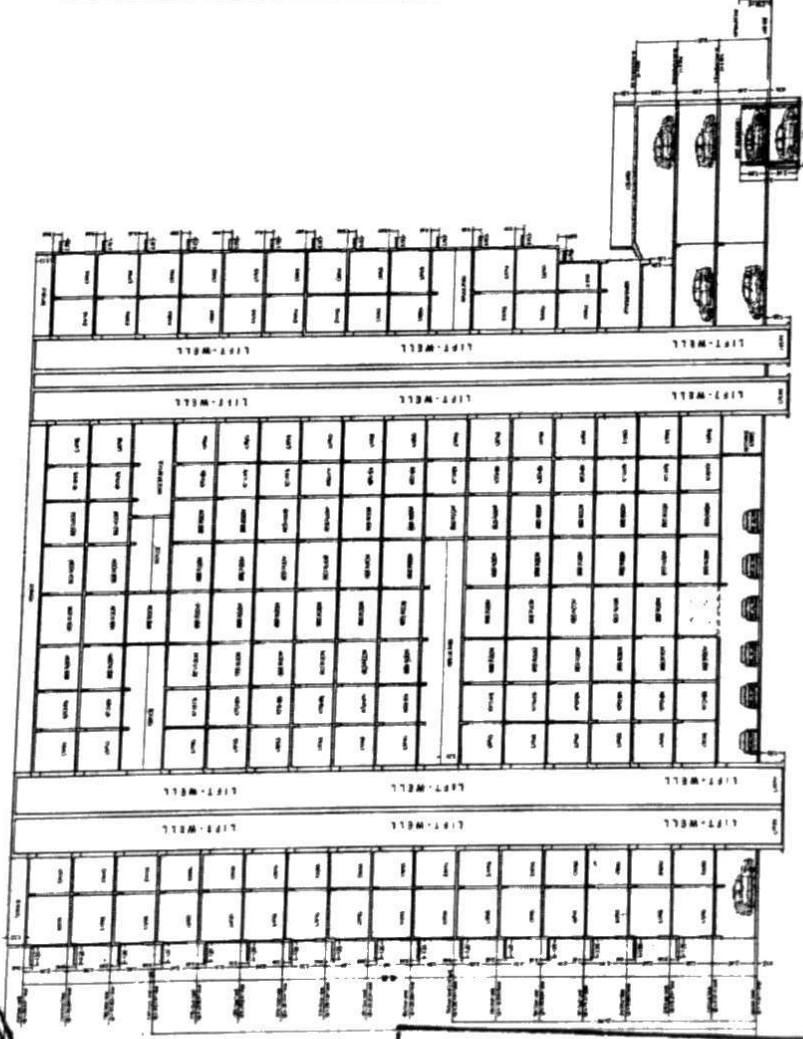
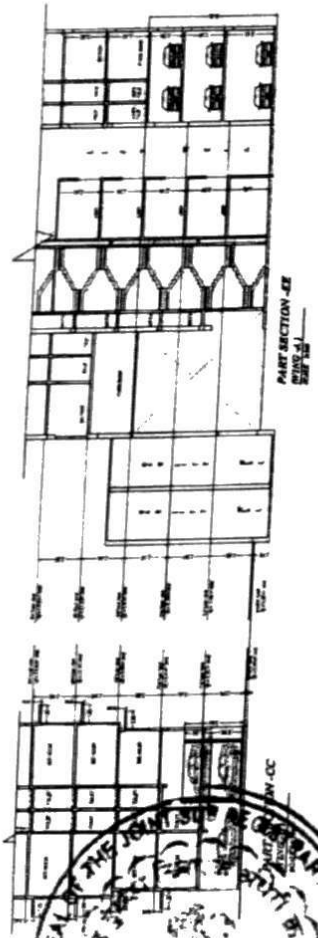
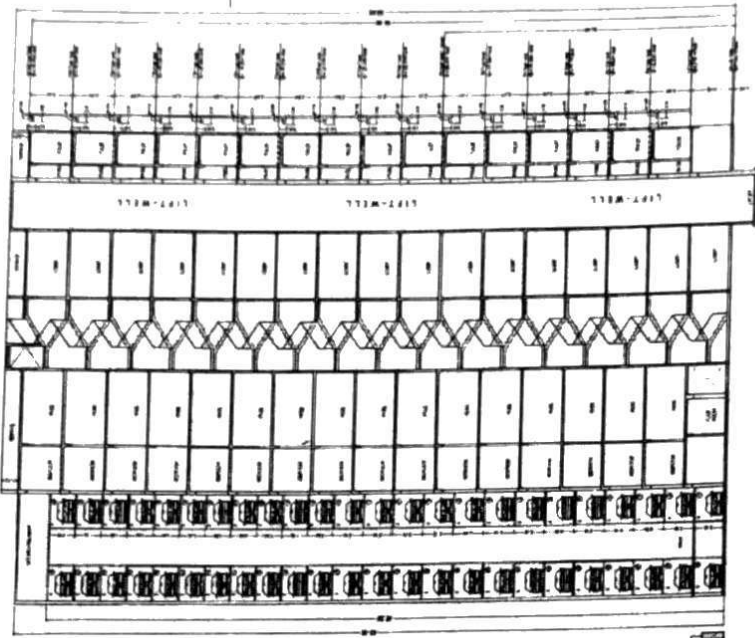
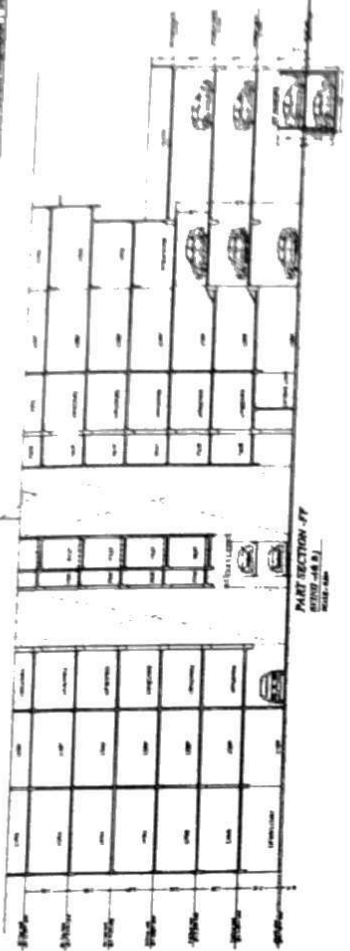
AREA DIAGRAM  
14TH REFUGEE PLAN (PAGE - 448)  
SCALE - 1:100



14TH (REFUGEE) FLOOR PLAN  
(PAGE - 448)  
SCALE - 1:100



नदर - २८  
१६०६६ ५६ १००  
२०२३



वदर - १८

१६०६६	५६	१००
२०२३		



**MEHTA & CO.**  
ADVOCATES AND SOLICITORS

FORMAT -A  
(Circular No. 28 / 2021)

To,  
MahaRERA,  
Mumbai.

**LEGAL TITLE REPORT**

**Sub:- Title Clearance Certificate with respect to Survey No.41, Pot Nos.1 to 9, Falni No.3, Old C.T.S. Nos. 669, 669/1 to 3 and now bearing New C.T.S. No. 669A, admeasuring 332.10 Square Meters, of Village Andheri, Taluka-Andheri, Mumbai Suburban District (hereinafter referred as "the said Plot").**

We have investigated the title of the said Plot on the request of M/s. New India Construction Co. and perused the following documents i.e. :-

1) Description of the Plot:-

Land bearing Survey No.41, Pot Nos.1 to 9, Falni No.3, Old C.T.S. Nos. 669, 669/1 to 3 and now bearing New C.T.S. No. 669A, admeasuring 332.10 Square Meters, of Village Andheri, Taluka-Andheri, Mumbai Suburban District, situated at 41A, Sahar Road, Andheri (East), Mumbai-400 069

2) The documents of allotment of Plot:

- (i) Copy of a Deed of Conveyance dated 7<sup>th</sup> January, 1964, registered with the Sub-Registrar of Assurances at Bombay, under Serial No. BOM/R/125/1964, between Ramanlal Jethalal Parikh, Vijaya Amratlal Gandhi and Lalita Indulal Mody, in their capacity as the Trustees appointed under the Deed of Trust dated 21<sup>st</sup> December, 1942, registered with the Sub-Registrar of Assurances at Bandra, under No. 1787 (Vendors), Manilal Jethalal Sheth and Chimanlal Thakersey Modi (First Confirming Party), Dhanvant Shivrulal Sheth, Mahendra Ramniklal Sheth, Jitendra Vrajlal Shah, Chimanlal Chumilal Sheth, Mukundrai Manilal Khara and Chimanlal Thakersey Modi, the Partners of M/s. Maharashtra Construction Company (Second Confirming Party) and Himalaya Co-operative Housing Society Limited (hereinafter referred to as "the Original Society") (Purchasers).
- (ii) Copy of a Declaration dated 29<sup>th</sup> December, 1963, registered with the Sub-Registrar of Assurances at Bandra, Mumbai, under Serial No. BND/479/1964 on 21<sup>st</sup> February, 1964, made by Smt. Vijaya Amratlal Gandhi, Smt. Lalita Indulal Mody, Smt. Savita Ramanlal Parikh and Smt. Jaya Chinulal Parikh.
- (iii) Copy of a Deed of Mortgage dated 16<sup>th</sup> March, 1965, registered



S. P. Centre, 2nd Floor, 70, Nagindas Master Road, Fort, Mumbai - 400 001.  
P: +91-22 2261 6869 | E: mehtalawfirm@yahoo.com | W: www.mehtalawfirm.com



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2023		





## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51800047165**

Project: **HIMALAYA**, Plot Bearing / CTS / Survey / Final Plot No.: **669, 669/1 TO 3 at Andheri, Andheri, Mumbai Suburban, 400069;**

1. **New India Construction Company** having its registered office / principal place of business at **Tehsil: Andheri, District: Mumbai Suburban, Pin: 400069.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from **10/10/2022** and ending with **30/09/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Dr. Vasant Pramanand Prabhu  
(Secretary, MahaRERA)  
Date:10-10-2022 12:11:13

Dated: **10/10/2022**  
Place: **Mumbai**



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

वदर - १८		
१६०६६	८३	१००
२०२३		

ANNEXURE - "K"

**A** COMMON AREAS & FACILITIES:-

- (i) Entrance lobby of the building;
- (ii) Staircase of the building including the landing for the purpose of ingress and egress, but not for the purpose of storage, recreation, residence or sleeping;
- (iii) Pump room with pump in the compound.
- (iv) Overhead water tanks.
- (v) Ground water tank with electrical pump.
- (vi) Lift Machine Room on the terrace.
- (vii) Terrace (i.e. the topmost habitable floor).
- (viii) Electrical wiring throughout the building.
- (ix) Necessary lights and public water connections.
- (x) The foundation and main walls, columns, beams and roofs of the said Building.
- (xi) Tanks, pumps, motors and in general all apparatus and installation existing for common use.
- (xii) Lifts.
- (xiii) Firefighting equipment's.

**B** LIMITED COMMON AREAS & FACILITIES:-

- i) Car parking space allotted to the respective Purchaser as part of user of the respective flat purchased by him/her/them and for the sake of general convenience.
- ii) Landing in front of stairs on the floor on which the said Premises is located, as a mere access to the flat but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the Premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
- iii) Terraces, which are allotted specifically to flat Allottees, shall belong to and are meant for the exclusive use of such flat Allottees alone. No other Premises-Allottees or the Common Organization shall have or claim any rights thereto.



चक्र - २८		
१६०६२	८४	१००
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8/12/23 3:10 PM

सूची क्र.2

दुय्यम निबंधक मंडळ प्रति अ.३/१/१

दस्तावेजाचे क्र. 16069/2023

नोंदणी

Regn 63m

12/09/2023

गावाचे नाव : अंधेरी

क्रमांक	विवरण	क्रमांक
(1)	विशेषाचा प्रकार	क्रमांक
(2)	कोटेशन	15097000
(3)	वाजान्भाव(भाडेपट्ट्याच्या बाबतिलपट्टाकार	13032195
(4)	भू-प्राप्ती, पॉटॅरिम्बा व परक्रमांक(अमल्यास)	1) पाविकेचे नाव: Mumbai Ma na pa इतर वर्णन .. इतर माहिती: मदतिका क्र. 1303.13 वा मजला नं. विंग द्विमानया इमारत, महारा गोड, अंधेरी पूर्व, मुंबई - 400069. .... मदतिकेचे क्षेत्रफळ - 697 चौ. फूट रेगा कागद ( ( C.T.S. Number : 669, 669 / 1 To 669 / 3 . ) )
(5)	क्षेत्रफळ	1) 71.25 चौ.मीटर
(6)	आकारणी किंवा जुही देण्यात अमेन मेव्हा.	
(7)	दम्नोवज करन देणा-या/विहून ठेवणा-या पसकागचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पना.	1): नाव:-मेमर्स न्यू इंडिया कंस्ट्रक्शन कंपनी लॅफे भागीदार निरंजन पी. श्राव्ह लॅफे मुख्यालय मुंबई क. मंगरेव वय -71. पना:-प्लॉट नं: ए / 201, माळा न: 2 रा मजला, इमारतीचे नाव: व्हॅटॅक विकास, प्लॉट नं. अंधेरी पूर्व, मुंबई - 400069, गोड नं: मर एम. व्ही. गोड, महाराष्ट्र, मुंबई. पिन कोड:-400069 पॅन नं:-AAAFN0287E
(8)	दम्नोवज करन घेणा-या पसकागचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पना	1): नाव:-भारा विद्याम अभ्यंकर - वय:-56; पना:-प्लॉट नं: मदतिका क्र. वी / 11, माळा नं: -. इमारतीचे नाव: पोलीस ऑफिसम हार्टर्स, प्लॉट नं: अंधेरी पूर्व, मुंबई - 400069, गोड नं: आगरकर चौक, महाराष्ट्र, मुंबई. पिन कोड:-400069 पॅन नं:-ADJPA2107J 2): नाव:-विद्याम पुरुषोत्तम अभ्यंकर - वय:-55; पना:-प्लॉट नं: मदतिका क्र. वी / 11, माळा नं: -. इमारतीचे नाव: पोलीस ऑफिसम हार्टर्स, प्लॉट नं: अंधेरी पूर्व, मुंबई - 400069, गोड नं: आगरकर चौक, महाराष्ट्र, मुंबई. पिन कोड:-400069 पॅन नं:-ADJPA2116M
(9)	दम्नोवज करन दिल्याचा दिनांक	12/09/2023
(10)	दम्न नोंदणी केल्याचा दिनांक	12/09/2023
(11)	अनुक्रमांक, खंड व पृष्ठ	16069/2023
(12)	वाजान्भावाप्रमाणे मुद्रांक शुल्क	905900
(13)	वाजान्भावाप्रमाणे नोंदणी शुल्क	30000
(14)	शेरा	

मुल्यांकनासाठी विचागत घेतलेला तपशील:-

मुद्रांक शुल्क आकारनाता निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

दस्तासोबत सूची क्र. 11

खरी प्रत



सह. दुय्यम निबंधक, अंधेरी क्र. ७  
मुंबई उपनगर जिल्हा.

09/23, 2 40 PM

Summary-2

12/09/2023 2 41:53 PM

बस्त क्रमांक : बदर 18/16069/2023  
बस्तचा प्रकार : करारनामा

एन गोपबारा भाग - 2

बदर 18  
बस्त क्रमांक 16069/2023

- अनु क्र. पक्षकाराचे नाव व पत्ता
- नाव: मेसर्स न्यू इंडिया कन्स्ट्रक्शन कंपनी तर्फे भागीदार निरंजन पी. शाह  
तर्फे मुख्याचार्य मुकेश के. गंगदेव  
पत्ता: प्लॉट नं. ए / 201, माळा नं: 2 रा मजला, इमारतीचे नाव: व्हॉट्स  
विकास, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. ज्ही.  
रोड, महाराष्ट्र, मुंबई.  
पिन नंबर: AAAFN0287E  
पक्षकाराचा प्रकार: लिहून घेणार  
वय: 71  
स्वाक्षरी:
  - नाव: सारा विश्राम अभ्यंकर -  
पत्ता: प्लॉट नं: सदनिका क्र. बी / 11, माळा नं: -, इमारतीचे नाव:  
पोलीस ऑफिसर्स हार्टर्स, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड  
नं: आगरकर चौक, सहार रोड, महाराष्ट्र, मुंबई.  
पिन नंबर: ADJPA2107J  
लिहून घेणार  
वय: 56  
स्वाक्षरी:
  - नाव: विश्राम पुरुषोत्तम अभ्यंकर -  
पत्ता: प्लॉट नं: सदनिका क्र. बी / 11, माळा नं: -, इमारतीचे नाव:  
पोलीस ऑफिसर्स हार्टर्स, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड  
नं: आगरकर चौक, सहार रोड, महाराष्ट्र, मुंबई.  
पिन नंबर: ADJPA2116M  
लिहून घेणार  
वय: 55  
स्वाक्षरी:

छायाचित्र ठसा प्रमाणित

बरीत दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिव्याचे कवुन करतात.  
शिक्का क्र.3 ची वेळ: 12 / 09 / 2023 02 : 41 : 15 PM

बदर - १८

१९०६९ १०० १००

छायाचित्र २०२३ ठसा प्रमाणित

- अनु क्र. पक्षकाराचे नाव व पत्ता
- नाव: सोनिया विश्राम अभ्यंकर -  
वय: 24  
पत्ता: बी / 11 पोलीस ऑफिसर्स हार्टर्स अंधेरी पु.मुं.  
पिन कोड: 400069  
स्वाक्षरी
  - नाव: सी. एच. चौहाण -  
वय: 40  
पत्ता: 6, दसु चाळ, चारकोप, कांदिवली पश्चिम, मुंबई.  
पिन कोड: 400067  
स्वाक्षरी

शिक्का क्र.4 ची वेळ: 12 / 09 / 2023 02 : 42 : 03 PM

शिक्का क्र. 5 ची वेळ: 12/09/2023: 3:00:15 PM  
नोंदणी पुस्तक 9 मध्ये

प्रमाणित करणेत येते की, या  
दस्तामध्ये एकूण १०० पाने आहेत.  
सह. दुय्यम निबंधक, अंधेरी क्र. - ७.  
मुंबई उपनगर जिल्हा

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	NEW INDIA CONSTRUCTION COMPANY	eChallan	03006172023091100311	MH007924344202324M	905900.00	SD	0004193507202324	12/09/2023
2		DHC		0923123410823	2000	RF	0923123410823D	12/09/2023
3	NEW INDIA CONSTRUCTION COMPANY	eChallan		MH007924344202324M	30000	RF	0004193507202324	12/09/2023

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

बदर-१८/१९०६९/२०२३  
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To  
सारा विश्वाम अभयंकर  
Sara Vishram Abhyankar  
B/11, POLICE OFFICERS QTRS, AGARKAR CHOWK, SAHAR  
ROAD, ANDHERI  
OPP, ANDHERI RAILWAY STATION  
Andheri (East)  
Mumbai Maharashtra - 400069  
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सारा विश्वाम अभयंकर  
Sara Vishram Abhyankar  
जन्म तारीख DOB: 09/01/1967  
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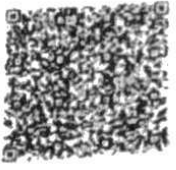
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**भारत सरकार**  
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विभाग: पुरुशोत्तम अभयंकर  
Vishram Purushottam Abhyankar

जन्म वर्ष: Year of Birth: 1968  
पुरुष - Male

**8981 9511 0378**

**आधार - सामान्य माणसाचा अधिकार**

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GOVT. OF INDIA

SARA ABHYANKAR  
WAMAN GANPAT NARKAR

09/01/1967  
Permanent Account Number  
ADJPA2107J

Signature

**आयकर विभाग**  
INCOME TAX DEPARTMENT

**भारत सरकार**  
GOVT. OF INDIA

ABHYANKAR VISHRAM P  
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