Original/Duplicate नोंदणी कं.:39म Regn.:39M पावती दिनांक: 20/06/2019 पावती क्रं.: 6905 513/6589 Thursday, June 20, 2019 6:45 PM दस्तऐवजाचा अनुक्रमांकः बद्ररा७-6589-2019 ₹.30000.00 गावाचे नावः ओशिवरा ₹. 2000.00 दस्तऐवजाचा प्रकार सेल डीड प्राप्त्र करणाऱ्याचे नावः अजय कुमार सिंह सादर करणाऱ्याचे नावः अजय कुमार सिंह नोंदणी फी दस्त हाताळणी फी ₹. 32000.00 पृष्ठांची संख्याः 100 एकूण: दुर्यम निवधक, अधिरी आपणास मूळ दस्त , शंबनेल प्रिंट, सूची-२ अंदाजे पुंगई उपनगर जिल्हा. 7:12 PM ह्या वेळेस मिळेल. बाजार मुल्यः रु.13735055.25 ।-1) देयकाचा प्रकारः eChallan रक्कमः रु.30000/-श्रीडी/धनादेश/पे ऑर्डर क्रमांकः MH002896430201920E दिनांकः 20/06/2019 डीडी/धनादेश/पे ऑर्डर क्रमांकः MH002896430201920E दिनांकः 20/06/2019 होडी/धनादेश/पे ऑर्डर क्रमांकः मोबदला रु.15000000/-भरतेले मुद्रांक घुल्क : रु. 9000001-बक्र नाव व पताः 2) देयकाचा प्रकारः DHC रक्कमः रु.2000/-2) देयकाचा प्रकारः क्रमांकः 2006201913016 दिनांकः 20/06/2019 डीडी/धनादेश/पे ऑर्डर क्रमांकः 2006201913016 दिनांकः वर्णाः इडिडी/धनादेश/पे ऑर्डर क्रमांकः वर्णाः बँकेचे नाव व पत्ताः

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द्य्यम निबंधक : सह द्.नि. अंधेरी 6

TWENTY RUPÉ

दस्त क्रमांक : 6589/2019

नोदंणी: Regn:63m

गावाचे नाव: ओशिवरा

(1)विलेखाचा प्रकार

सेल डीड

(2)मोबदला

15000000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की 13735055.25

पटटेदार ते नम्द करावे)

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

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: सदनिका नं 503, माळा नं: 5 वा मजला, इमारतीचे नाव: ओरचीड रेसिडेन्सी, ब्लॉक नं: अंधेरी पश्चिम मुंबई 400053, रोड : ऑफ लिंक रोड((C.T.S. Number : 666 ;))

(5) क्षेत्रफळ

1) 66.57 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी

न्यायालयाचा ह्कुमनामा किंवा आदेश

असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-में.एच के पुजारा बिल्डर्स चे भागिदार परेश एच पुजारा तर्फे मुखत्यार कौशिक थडेश्वर वय:-44; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 301,कृष्णा कुंज , ब्लॉक नं: जे व्ही पी डी स्कीम, विले पार्ले पश्चिम , रोड नं: व्ही एल मेहता रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400056 पॅन नं:-AAAFH7230H

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

1): नाव:-अजय कुमार सिंह वय:-44; पत्ता:--, -, सिंह भवन,सर्वेस्वरी नगर, रांची, इटकी रोड, पिन कोड:-834005 पॅन हेहाल, JHARKHAND, RANCHI, Non-Government. नं:-ASFPS9016B

पता

(9) दस्तऐवज करुन दिल्याचा दिनांक

20/06/2019

(10)दस्त नोंदणी केल्याचा दिनांक

20/06/2019

(11)अन्क्रमांक,खंड व पृष्ठ

6589/2019

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

900000

(13)बाजारभावाप्रमाणे नोंदणी श्ल्क

30000

(14)शेरा

र्यम निवंधक, अंधेरी - ६ मुंबई उपनगर जिल्हा.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

म्द्रांक श्ल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Santon (iii)

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email (dated 21/06/2019) toMunicipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.

iSarita v1.7.0



Receipt of Document Handling Charges

PRN 2006201913016 **Receipt Date** 20/06/2019

Received from AJAY KUMAR SINGH, Mobile number 9833142155, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6589 dated 20/06/2019 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.

DEFACED 2000 DEFACED

Payment Details

Bank Name	PUNB	Payment Date	20/06/2019
Bank CIN	100041520190620449067	REF No.	176579490
Deface No	2006201913016D	Deface Date	20/06/2019

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

द्वर - ९७/ २०१९





Receipt of Document Handling Charges

PRN 2006201913016

Receipt Date 20/06/2019

DEFACED

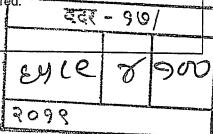
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₹ 2000

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Bank Name	PUNB	Payment Date	20/06/2019
Bank CIN	100041520190620449067	REF No.	176579490
Deface No	2006201913016D	Deface Date	20/06/2019

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







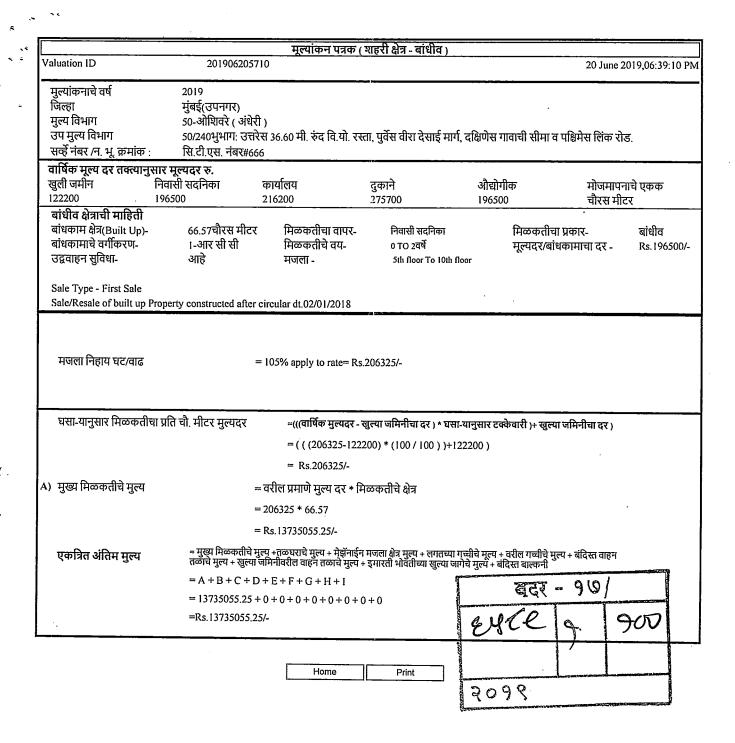
CHALLAN MTR Form Number-6



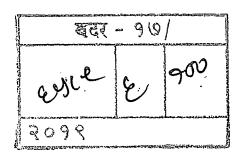
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Department Inspector General Of Registration					Payer Deta	ils				
Stamp Duty		TAX ID (If A	Any)			•				
Type of Payment Registration Fe	e		PAN No.(If	Applicable)	ASFPS9016B					
Office Name BDR1_JT SUB REG!STRAR ANDHERI NO 1		Full Name AJAY KUMAR SINGH								
Location MUMBAI		<u> </u>								
Year 2019-2020 One Time		Flat/Block No. FLAT NO 503 ORCHID RESIDENCES PLOT		T NO						
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0030063301 Registration Fee		30000.00	00 Area/Locality MUMBAI							
			Town/City/	District						
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Cheque-DD Details		Bank CIN	Ref. No.	69103332019061915846 219906379						
Cheque/DD No.			Bank Date	RBI Date	19/06/2019-18:04	1:48	Not Ve	rified v	with F	RBI
Name of Bank			Bank-Branch IDBI BANK							
Name of Branch		Scroll No. , Date Not Verified with Scroll								

Department ID : Mobile No. : 9322864491 NOTE:- This challen is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी तामु आहे . नोदणी न करावयाच्या दस्तासाठी सदर चलन लामु नाही .









AND

Mr. Ajay Kumar Singh, Singh Bhawan, Sarweswri Nagar, Itki Road, Ranchi 834005, Jharkhand, 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 their respective heirs, executors, administrators and assigns) of the Other Part.

WHEREAS:

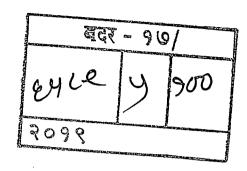
Jayantilal Choksi of the one part and the Developer of the other part and registered in the Office of the Sub-Registrar of Assurances at Andheri under Serial No.BDR-4/1124 of 2010, the said Vijay Jayantilal Choksi sold, transferred and conveyed unto the Developer, the land bearing Plot No. B-51 and admeasuring 907.8 square metres or thereabout and bearing CTS No.666 of Village Oshiwara, Taluka Andheri and situateoff Link Road, Andheri (West), Mumbai – 400 053 (and more particularly described in the <u>First Schedule</u> hereunder written and shown on the Plan thereof annexed hereto and marked Annexure-1 and thereon shown surrounded by red-colour houndary line and hereinafter referred to as "the Larger Land"), together with the structure demonstrates and conditions mentioned therein;

Rursuant to the Order dated 13th March, 2013 of the Collector, Mumbai Suburban District, there a 5% amenity open space reservation affecting a portion of the Larger Land and pursuant to the same, the said amenity open space area admeasuring 45.61 square metres has been handed over to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM");

(iii) Pursuant thereto and upon the application made by the Developer in that regard, the said amenity open space area admeasuring 45.61 square metres has been formally sub-divided from

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SUBURBAN DI



SALE DEED

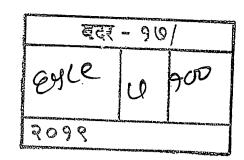
THIS **AGREEMENT** is made at Mumbai this 20th day of June, 2019

BETWEEN

M/S. H.K. PUJARA BUILDERS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at 301 Krishna Kunj, V.L Mehta Road, J.V.P.D Scheme, Vile Parle (West), Mumbai – 400 056, hereinafter referred to as the "Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and their assigns) of the One Part

- P.HB.





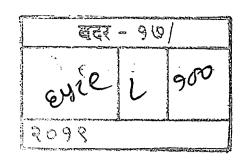
the Larger Land and now bears CTS No.666-B, and the remaining portion of the Larger Land admeasuring 862.19 square metres now bears CTS No. 666-A (and is more particularly described in the <u>Second Schedule</u> hereunder written and shown on the <u>Plan</u> thereof annexed hereto and marked <u>Annexure-2</u> and thereon shown surrounded by blue-color boundary line and is hereinafter referred to as "the Land")

- (iv) By its letter dated 7th January 2011, the MCGM has permitted residential user on the Land;
- (v) The Developer appointed S.P. Associates as its architects and N.S. Lele as Structural Engineers for the preparation of the structural designs and drawings for the construction of a building to consist of stilt and 12 (part) upper floors, to be known as "Orchid Residences" (hereinafter referred to as the "said Building");
- (vi) The Developer got the plans, specifications, elevations, sections and other details of the said Building duly approved and sanctioned from the MCGM and obtained Intimation of Disapproval ("IOD") bearingNo.CHE/WS/0068/K/337(NEW) dated 19th May, 2010;
- (vii) The MCGM granted its no objection to issue the Commencement Certificate bearing No.CHE/WS/0068/K/337(NEW) dated 19th June, 2010(hereinafter referred to as the "CC");
- (viii) The Developer has completed construction of the said Building and has obtained the full Occupation Certificate/Building Completion Certificate bearing No. CHE/WS/0068/K/337(NEW) dated 18th December, 2017 in respect thereof from the MCGM (hereinafter referred to as the "OC");
- (ix) The Purchaser has approached the Developer to purchase and the Developer has at the request of the Purchaser agreed to sell to the Purchaser, on "ownership basis", the premises being a flat in the said Building (and more particularly described in the Third Schedule hereunder written and hereinafter referred to as the "Premises") for the total consideration of Rs.1,50,00,000/- (Rupees one crore & fifty lakhs only) (hereinafter referred to as the "Consideration"), upon the terms and conditions agreed between the Purchaser and the Developer as recorded herein;

Jun 30/22,

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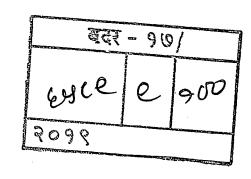


- On demand from the Purchaser, the Developer has given inspection to the Purchaser of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Developer's architects S.P. Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the Rules and Regulations made there under and the Purchaser is fully satisfied with the title of the Developer in respect of the Land and the Developer's right to sell and allot the Premises;
- (xi) Authenticated copies of (i) the Title Certificate dated 18th July, 2017 issued by Satish Mishra & Co., Advocates, (ii) the Extract of Property Register Card in respect of the Land, (iii) the IOD and the CC, (iv) the plan in respect of the Premises and (v) the O.C have been annexed hereto and marked as Annexures-3,4,5 (Colly), 6 and 7 respectively;
- (xii) This Agreement is restricted to the Premises in the said Building (which is shown in blue colour wash on the Plan of the Land annexed hereto and marked Annexure-2) which is the subject matter of this Agreement and the Purchaser is not concerned with any other portion/premises in the said Building;
- (xiii) 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;

Developer has registered the project under the provisions of the RERA with the Real Estate seguratory Authority at Maharashtra under No. **P51800004540** and an authenticated copy of the Registration Certificate is annexed hereto and marked **Annexure-8**;

Judicy Section 13 of the RERA the Developer is required to execute a written Agreement for sale of the Premises with the Purchaser, being in fact these presents and also to register the said agreement under the Registration Act, 1908.

Insofice



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

1. DEVELOPMENT AND CONSTRUCTION:

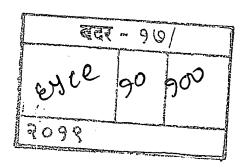
- 1.1 The Developer has constructed the said Building consisting of stilt and 12 (part) upper floors on the Land in accordance with the plans, designs, specifications approved by the MCGM and which have all been seen and accepted by the Purchaser. Provided that the Developer shall have to obtain prior consent in writing of the Purchaser only in respect of variations or modifications in (a) the sanctioned plans and specifications in respect of the Premises and (b) the nature of fixtures, fittings and amenities (as described in this Agreement), in respect of the Premises, except any alteration or addition required by any Government authorities or due to change in law.
- 1.2 The consent referred in the aforesaid proviso shall not be withheld unless the carpet area, location and/or orientation of the Premises are adversely affected.
- 1.3 The Developer has informed the Purchaser and the Purchaser hereby confirms that the Purchaser is aware that , the Developer has utilised FSI of 2326.26 square metres comprising (i) FSI (1) of 862.20square metres, (ii) TDR of 540 square metres (iii) MCGM Premium FSI (0.33%) of 284.52 square metres, (iv) fungible FSI of 601.86 square metres and(v) TDR of 5% amenity open space on the Larger Land of 37.68 square metres, according to which the said Building has been constructed having stilt and 12 (part) upper floors, as per the Development Control Regulations and the Development Plan

2. TRANSACTION:

2.1 The Purchaser agrees to purchase from the Developer and the Developer agrees to sell to the Purchaser, on ownership basis, the premises being a Flat in the said Building (and more particularly described in the Third Schedule hereunder written and shown on the floor plan thereof hereto annexed and marked Annexure-6 and hereinafter referred to as "the Premises") for the consideration of Rs.1,50,00,000/- (Rupees one crore & fifty lakhs only) including Rs. Nil

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for the proportionate price of the common areas and facilities in respect of the said Building (hereinafter referred to as "the Consideration").

- 2.2 The Developer has agreed to sell to the Purchaser the Premises on the basis of carpet area only and the Consideration paid by the Purchaser to the Developer is agreed on the basis of the carpet area of the Premises.
- 2.3 The expression "carpet area" means the net usable floor area of the Premises, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Premises. The carpet area of the Premises is measured on a bare shell basis. Room dimensions and carpet area indicated is prior to application of any finishing material on any of the walls/surfaces and/or installation of any fixtures/piping etc. The area dimensions of toilets, bathrooms and other wet areas shall be measured above the ledge wall of toilets, bathrooms and other wet areas.
- 2.4 The Purchaser has independently verified and confirmed the final carpet area of the Premises and is satisfied with the same.

EQNSIDERATION:

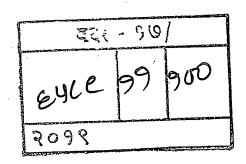
The Purchaser has, on or before the execution hereof, paid the Consideration, in full, to the Developer details whereof are set out in the payment schedule hereunder written.

Is addition to the Consideration and all other amounts as mentioned herein, the Purchaser has particularly mentioned in the <u>Fourth Schedule</u>

BURBAN DIS hereunder written and hereinafter referred to as "the Other Charges").

3.3 The Consideration excludes all taxes, levies and impositions by whatever name called (including without limitation Goods and Services Tax (hereinafter referred to as "GST") which are and/or which may become applicable on the transaction contemplated hereunder) (including all increases therein, from time to time), and the same have/shall be borne and paid by the Purchaser, in addition to the Consideration, to the exclusion of the Developer.

Our you



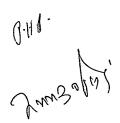
- 3.4 It is clarified that the Consideration paid by the Purchaser to the Developer hereunder is inclusive of all the rebates as mutually agreed between the parties.
- 3.5 The Purchaser confirms having deducted tax at source (hereinafter referred to as "TDS") at the applicable rate of the Consideration as per the Income Tax Act, 1961 (if applicable) and shall pay the same within the prescribed period into the requisite Government Income Tax account and further the Purchaser agrees and undertakes to furnish to the Developer a tax deduction Certificate in this regard within 30 (thirty) days from the date hereof. In the event the Purchaser fails to deduct tax or deposit the same in the requisite Government Income Tax account, the Purchaser shall be solely liable and responsible for any and all consequences in respect thereof, with no liability to the Developer.

4. OBLIGATIONS OF THE DEVELOPER

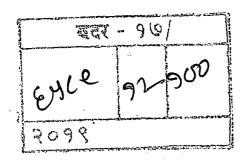
- 4.1 The Developer has constructed the said Building on the Land in accordance with the plans, designs, specifications that are approved by the MCGM.
- 4.2 The Developer has provided the fixtures, fittings and amenities in the said Building and the Premises as set out respectively in **Annexure-9** and **Annexure-10** annexed hereto.

5. RIGHTS AND ENTITLEMENTS OF THE DEVELOPER:

- 5.1 It is expressly agreed that the rights of the Purchaser under this Agreement are only restricted to the Premises. All other premises in the said Building shall be the sole property of the Developer, and the Developer shall be entitled to sell the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.
- 5.2 If the FSI, by whatever name or form is increased in respect of the Land (i.e. more than what is







envisaged at present), then the Developer shall be entitled to consume the same on the Land or any part thereof and construct additional floors, wing/s, building/s as per revised building plans and deal with the same in the manner the Developer deems fit and proper; the Purchaser expressly consents to the same.

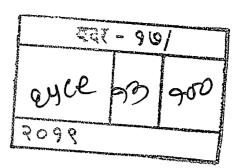
- 5.3 The Purchaser hereby irrevocably agrees and confirms that the Developer shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the said Building constructed on the Land, including but not limited to the premises therein, and to permit the same to be utilized for any purpose such as residential use, commercial use and/or as may be permitted by the Sanctioning Authorities and shall be entitled to obtain change of user thereof at the discretion of the Developer, and the purchaser/occupants thereof shall be entitled to use such premises purchased/occupied by them accordingly;
- The Developer will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the Land to which the Purchaser shall not have right to object, and it is expressly agreed that the Developer shall be entitled to put signage to reflect the name of "H.K.Pujara Builders" and/or its logos (as desired by the Developer) on the said Building, the Land and/or any part thereof including on the terrace and such signage may be illuminated or comprising neon sign and for that purpose the Developer is fully authorized to allow temporary or permanent construction or erection or installation on the exterior of the said Building as the case may be and the Purchaser agrees not to object or dispute the same. The Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by the Purchaser and/or

any compensation or damage on the ground of inconvenience or any other ground in any compensation or damage on the ground of inconvenience or any other ground in any compensation of the Developer shall be entitled to install its logo in one or more laces or upon the said Building and the Developer reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the

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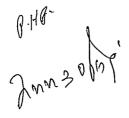
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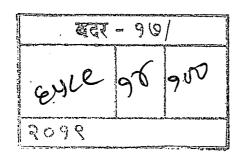
In the event of the Society (as defined below) being formed and registered before the sale and 5.5 disposal by the Developer of all the premises in the said Building, the power and authority of the Society so formed or that of the Purchaser and the purchaser of other premises in the said Building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said Building, the construction and completion thereof and all the amenities pertaining to the same and in particular the Developer shall have the absolute authority and control as regards the unsold premises, car parking spaces and the disposal / allocation thereof. The Developer shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. In case the Society is formed before the disposal by the Developer of all the premises then the Developer shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Society shall admit such purchaser as the member without charging any premium or extra payment or any other charges in any form, including any non-occupancy charges. It is clarified that the No objection Certificate and/or other consent of the Society shall not be necessary for the sale and/or other transfer of any such premises by the Developer.

In the event of the Developer having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, land revenue charges, N.A. Charges, charges levied for any concessions granted to the Developer for not claiming any area in FSI calculations, or any other charges etc. payable to any Sanctioning Authority, or other authority or the Government of Maharashtra or the Central Government, then the same shall be reimbursed by the Purchaser to the Developer in proportion to the carpet area wherever applicable to the Premises or otherwise as may be determined by the Developer. Non-payment of the same shall constitute a breach of this Agreement. Further the Developer is entitled to get refund of excess amounts by way of premium, betterment charges, development charges, or any other charges deposited with the municipal authorities for which the Purchaser has consented.

5.7 The Developer shall have the right to designate any space in the Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation for house-keeping services) to be availed by the occupants of the said Building that is to be developed on the Land. The Developer shall also be entitled to







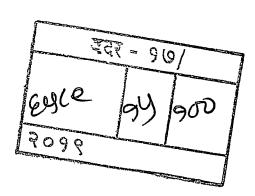
designate any space in the Land to such utility provider either on leave and license or lease basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Land, in the said Building constructed thereon or laying cables or piped gas lines or for office/storage for house-keeping services and the Purchaser irrevocably consents to the same.

- The Developer shall at its discretion be entitled to nominate any property management agency (hereinafter referred to as "the property management agency") to manage the operation and maintenance of the said Building, and the infrastructure on the Land, common amenities and facilities on the Land (as determined by the Developer). The Developer shall have the authority and discretion to negotiate with such property management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the property management agency shall be borne and paid by the occupants of the said Building including the Purchaser on a pro-rata basis as part of the development and common infrastructure charges referred to herein.
- The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer, including without limitation, payment of the Purchaser's share of the maintenance and service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Land and common areas and facilities within the said Building.

The Developer shall be entitled to construct site offices/sales lounge on the Land and shall have the Developer shall be entitled to construct site offices/sales lounge on the Land and shall have the Developer the Developer shall be entitled to construct to access the same at any time without any restriction whatsoever irrespective of the Developer and shall continue until the entire the Land is fully and completely developed, and all the premises in all the buildings that may be constructed thereon have been sold and the proceeds thereof and all other amounts in respect thereof have been duly received by the Developer.

5.11 The Developer shall be at liberty to sell, assign, transfer and mortgage the receivables and/or the said Building, including to raise finance/loan from any financial institution/bank and to create mortgage, charge, securitization of receivables, provided that the same does not in any

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way materially prejudice the right of the Purchaser in respect of the Premises. The Developer shall alone be liable and responsible for repayment thereof, together with the interest and all other charges and amounts payable in respect thereof.

- 5.12 The Purchaser and/or the Society (as defined below) shall not have any objection to any and all of the aforesaid and the Purchaser hereby grants his irrevocable and unequivocal consent to the Developer to carry out the necessary acts, deeds, matters and things in relation to any of the above.
- 5.13 All the consents referred in this clause 5 shall be considered as the Purchaser's unconditional and unequivocal consent under section 7(1)(ii) and 7A of the Maharashtra Ownership Flats Act (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1963 and the Rules there under and the consents under the provisions of RERA and the Rules made there under.

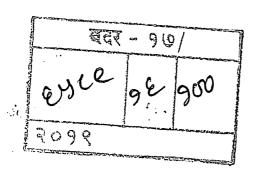
6. **POSSESSION:**

- 6.1 The possession of the Premises shall be handed over by the Developer to the Purchaser simultaneously on receipt of the balance consideration as referred above and the Purchaser hereby confirms the same.
- 6.2 If within a period of 5 (five) years from the date hereof, the Purchaser brings to the notice of the Developer any structural defect in the Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer 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 Developer, compensation as provided under the RERA.

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6.3 The Developer shall however not be responsible or liable to comply with its obligations stated in clause 6.2, if the defects or provision of services referred therein are on account of and/or attributable to the acts or omissions on the part of the Purchaser or the Society or any other occupant of the said Building, or due to normal wear and tear.

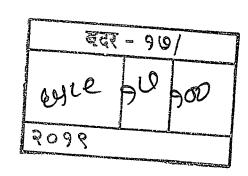
7. FORMATION OF SOCIETY:

- 7.1 The Developer shall form a co-operative society in respect of the said Building under the Maharashtra Co-operative Societies Act, 1960 in accordance with the provisions contained in RERA(hereinafter referred to as "the Society").
- 7.2 The Purchaser and the purchasers of the other premises in the said Building shall join in the formation and registration of the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Society including bye-laws of the Society and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Society. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 7.3 The Society shall function as per the rules and regulations framed by the Developer. All the development potential of the Land including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Developer till the execution of the transfer document of the Land in favour of the Society. The Society which would be formed of the purchaser of premises in the said Building, shall ultimately maintain, repair and/or replace the lighting, drainage, water lines, drains, suction tank with pumps, watchman's cabin, security gate, ancillary structures, common areas, common amenities and common services of the said

Building located within and / or concerning the Land, as required under the applicable laws. The expenses relating to the above shall be borne by the purchaser of premises in the said Building, as in proportion to the respective area of their concerned premises.

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7.4 The Developer shall transfer to the Society all the right, title and the interest of the Developer in the Land by obtaining/executing the necessary Deed of Conveyance of the Land in favour of the Society, within 3 (three) months of obtaining the Occupation Certificate in respect of the said Building, and such conveyance shall be in keeping with the terms and provisions of this Agreement.

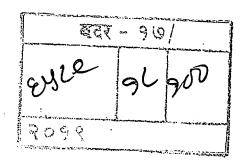
8. COMMON AREAS AND RESTRICTED AREAS:

- 8.1 It is expressly agreed that the Purchaser shall be entitled to use the common areas and facilities in respect of the said Building and the Land and the usage of the same shall be in common with the purchaser/occupants/users of the other premises in the said Building and the nature, extent and description of such common areas and facilities is set out in the Fifth Schedule hereunder written. It is hereby agreed that the Developer has the exclusive right of allotment of different areas within the Land and the said Building to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Fifth Schedule written hereunder under the heading Common Areas and Facilities only shall be common areas and facilities and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the Sixth Schedule hereunder written and alienate and dispose of the same in such manner as the Developer thinks fit and proper.
- 8.2 The infrastructural facilities/requirements/conveniences, utility services, etc. proposed to be housed/provided at the said Building shall be utilized by the said Building as the Developer may deem fit. The Purchaser shall be entitled to use such infrastructural facilities/requirements/conveniences, utility services, etc. which will serve/ be utilized in the said Building and the Purchaser agrees to contribute to/reimburse to/deposit with the Developer, his proportionate share, as may be determined by the Developer towards the costs for repair, maintenance and replacement of the same.

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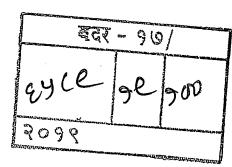


9. COVENANTS BY THE PURCHASER:

- 9.1 The Purchaser shall use the Premises or any part thereof or permit the same to be used only for the purpose of residence.
- 9.2 The Purchaser agrees not to change the user of the Premises without prior consent in writing of the Developer, and any unauthorized change of user by the Purchaser shall render this Agreement voidable at the option of the Developer and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.
- 9.3 The Purchaser agrees and undertakes not to misuse the car parking spaces, the meter room, the refuge area, elevation features and other common areas in the said Building.
- 9.4 The Purchaser with the intent to bind all persons in whose hands the Premises may from time to time come, doth hereby covenant with the Developer as follows—
 - (a) to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the said Building, staircase/s or passage/s which may be against the rules, regulations or bye-laws of the concerned local authority or change/alter or make addition in or to the said Building or the Premises or part thereof;
 - (b) not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building or any part thereof in any manner whatsoever;

not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the said Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the said Buildingincluding the entrance thereof.

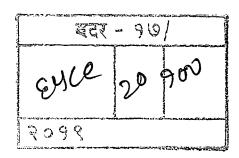




In case any damage is caused to the Premises or the said Buildingon account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach (including without limitation, to bear and pay the cost and expense of repair/restoration work of the damage);

- (d) to carry at the Purchaser's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Developer to the Purchaser and not to do or suffer to be done anything in the Premises or the said Buildingwhich is in contravention of rules, regulations or bye-laws of the concerned local/public authority;
- (e) not to demolish or cause to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation of the said Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good repair and condition so as to support, shelter and protect other parts of the said Buildingand not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the Premises or the common areas;
- (f) not to shift or alter the position of either the kitchen or the toilets in the Premises which would affect the drainage system of the Premises / or any part thereof in any manner whatsoever;
- (g) not to do or permit to be done any act which may render void or voidable any insurance of the Land or the said Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (h) not to carry out any civil work or repairs, wherein the area or any internal wall is disturbed and/or altered and not to carry any extension of any sort including loft, carrying out of chajja work, renovations whereby the space used/to be used inside or outside their premises gets extended;

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- (i) agrees and confirms that all the deposits whether refundable or otherwise or any other amount by whatever name called, pertaining to the common amenities and facilities of the project shall be reimbursed to the Developer by all the purchaser proportionately upon taking over the possession;
- (j) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Land and the said Building;
- (k) not to hang clothes, garments or any other item or thing from the balcony, windows or terrace or any other place appurtenant to the said Building;
- (l) not to encroach upon or make use of any portion of the said Buildingnot agreed to be acquired by the Purchaser;
- (m) not to enclose flower beds, balconies or any other elevation feature or change the external elevation or colour scheme of the said Buildingnor of the common areas including lobby and the areas outside the main door of the concerned premises;
- (n) pay to the Developer within 15(fifteen) days of demand by the Developer, the Purchaser's share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the said Building;
 - to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the MCGM and/or government and/or other public authority on account of change of user of the Premises or otherwise;

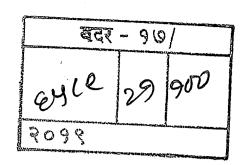
to bear and pay all works contract tax, GST and any other cess, charges, dues etc. and such other levies, if any, which may be imposed with respect to the construction on the Land and/or any activity whatsoever related to the Premises by the MCGM and/or State/Central/ Government and/or public authority from time to time;

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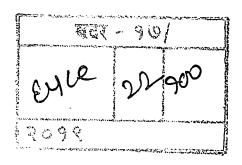


- (q) not to let, sub-let, sell, transfer, assign or create any third party rights or part with the Purchaser's interest and/or the benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Developer and obtained its prior consent in writing in that behalf;
- (r) till the management of the said Buildingis handed over to the Society, to allow the Developer, its surveyors and agents at all reasonable times to enter into or upon the Land to view and examine the state and condition thereof;
- (s) shall not do or suffer to be done anything on the Land or the said Building which would be forbidden or prohibited by the rules of the concerned government authorities. In the event the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities, in addition to any penal action taken by the Developer in that behalf;
- (t) not do or permit or suffer to be done anything in or upon the Premises or any part of the said Building which is or may, or which in the opinion of the Developer is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Developer shall not be responsible to the Purchaser for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building;
- (u) shall not keep flower pots outside the Premises, including along the window sills, and

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(v) not to change the grills that are provided by the Developer in the Premises, and in particular not to fix box-grills under any circumstances.

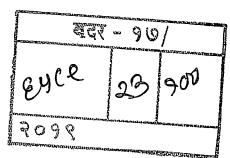
These covenants shall be binding and operative even after the formation of the Society.

For proper implementation and compliance of all the above conditions, in case the Developer requires, the Purchaser agrees to sign, execute and deliver relevant declaration cum indemnity duly registered and/or any other lawful assurances as may be asked by the Developer and deliver it to the Developer before asking for possession of the Premises from the Developer.

- 9.5 The Purchaser confirms that the Developer has given full free and complete inspection of documents of title in respect of the Land and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate issued by Satish Mishra & Co., Advocates and the Purchaser undertakes not to raise any objection and/or requisition on the title of the Developer to the Land.
- 9.6 The Purchaser shall have no claim save and except in respect of the Premises. All other areas including terraces, parking spaces, open spaces, etc. will remain the property of the Developer until the Landis transferred as herein provided subject to the rights of the Developer as contained in this Agreement.
- 9.7 In case any tax, levy or imposition becomes payable subsequent to the date of possession of the Premises, the Purchaser shall be liable to make payment of the same as and when demanded by the Developer and there shall be a charge on the Premises and lien automatically earmarked in SUB-REGIST Taxon of Developer for such unpaid amounts (without prejudice to any other rights that may be available to the Developer).

980 The Developer has specifically informed and disclosed to the Purchaser, and the Purchaser hereby agrees and confirms, that the Purchaser shall be bound by all the undertakings given by Suburban the Developer to various authorities and all the terms, conditions and restrictions contained in the various no objections and permissions (including the IOD, CC and NOC for firefighting) including but not limited to any other matters granted by various authorities with respect to the

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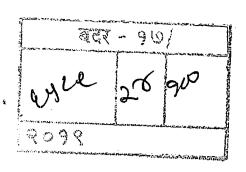


said Building and the Purchaser agrees and confirms to have read, agreed and understood all such undertakings and irrevocably agrees to abide by the same as if the same is being given by the Purchaser himself to the said authorities. The Purchaser hereby agrees to execute undertaking in favour of the MCGM in respect of the open space deficiency as may be required by the Developer / concerned authority.

- 9.9 Without prejudice to the generality of the foregoing, the Purchaser hereby agrees and confirms as under:
 - (a) The Developer has informed the Purchaser that the said Building is constructed with open space deficiency. The Developer has also informed the Purchaser of and the Purchaser shall not object to any development in the adjoining plots with deficient open space;
 - (b) The Society shall preserve and maintain the following documents after the same are handed over by the Developer to the Society:
 - (i) Ownership documents
 - (ii) Copies of IOD, CC, OCC, subsequent amendments (if any), Occupation Certificate and corresponding canvas mounted plans of the said Building;
 - (iii) Copies of soil investigation report;
 - (iv) RCC details and canvas mounted structural drawings of the said Building;
 - (v) Structural stability certificate from licensed Structural Engineer;
 - (vi) Structural audit report;
 - (vii) All details of repairs carried out in the said Building;
 - (viii) Supervision certificate issued by licensed site supervisor;
 - (ix) Building Completion Certificate issued by licensed Surveyor/ Architect;
 - (x) NOC and Completion Certificate issued by CFO;
 - (xi) Fire safety audit carried out as per the requirement of CFO.
- 9.10 The Society shall preserve and maintain the documents referred in clause 9.9(b) above and undertake to carry out necessary repairs/structural audit/fire audit at regular intervals and also present periodical structural audit reports.







The Society shall also from time to time check and carry out fire safety audit as per requirement of Chief Fire Officer through authorized signatory of the MCGM.

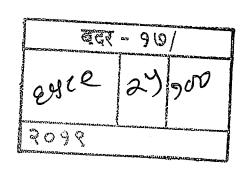
- 9.11 The Purchaser agrees to grant to the Developer, all the facilities, assistance and co-operation as the Developer may reasonably require from time to time even after the Developer has offered possession of the Premises to the Purchaser, so as to enable the Developer to complete the scheme of development of the Land.
- 9.12 The Purchaser hereby agrees and confirms that the Developer has informed the Purchaser that after sub-division of the Larger Land, the resulting plot bearing CTS No.666-B admeasuring 45.61 square meters, was reserved as 5% amenity space and was subsequently handed over by the Developer to the MCGM.
- 9.13 The Purchaser agrees that in case the Purchaser is an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, the Purchaser shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. In case there is a shortfall in the amount received from the Purchaser while remitting any amounts online on account of currency difference or fluctuation

restless the shall payment by the due date as any delay beyond the due date shall accrue interest

other techniquences as specified herein.

14 The Purchaser shall not have any right and the Purchaser shall not in any manner sell, transfer, the Right lease, license and/or alienate and/or deal with or otherwise dispose of in any manner which whatsoever, the Premises and/or any part thereof / rights and/or benefit under this Agreement to any person until all sums due and payable by the Purchaser under this Agreement are paid to

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the Developer and until the formation of the Society and the handover of management of the said Building to the Society. This term is one of the fundamental terms and the essence of this Agreement.

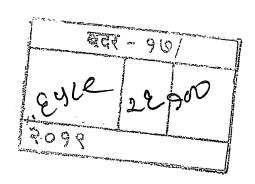
- 9.15 If at any time any additional development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MCGM/Government and/or any other public authority in respect of the Land or in respect of the said Building, the same shall be borne and paid by all the purchaser of premises in the said Building in proportion to the respective area of their respective premises.
- 9.16 The Developer shall have a first lien and charge on the Premises agreed to be acquired by the Purchaser in respect of all amount/s (including interest thereon) which become due and payable by the Purchaser to the Developer (under the provisions of this Agreement) till such time as the said outstanding amounts (including interest thereon) are paid to the Developer.

10. **OUTGOINGS:**

On and from the date of hereof, the Purchaser shall bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Land and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government sub-station and cable cost, water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Land and the said Building. Until the Society is formed and the said Building and the Land is transferred to the Society in manner contemplated herein, the Purchaser shall pay to the Developer such proportionate share of the outgoings as may be determined by the Developer. The Purchaser agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Developer provisional monthly contribution of Rs Rs.12,500/- (excluding GST) per month towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Developer until the conveyance of the said Building and the Landis executed in favour of the







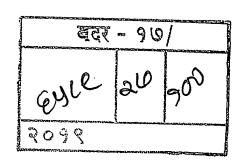
Society in manner contemplated herein; on such conveyance, the aforesaid deposits (less deductions) shall be paid over by the Developer to the Society.

- 10.2 The Purchaser has, simultaneously upon execution of this Agreement, paid to the Developer the property taxes, maintenance and other one-time charges mentioned in Part A and Part B of the Fourth Schedule hereunder written ("Other Charges").
- 10.3 It is agreed in respect of amounts mentioned in **Part A** of the **Fourth Schedule** hereunder written, the Developer is not liable to render accounts and shall be entitled to retain and appropriate the same to its account.
- 10.4 The Developer shall render accounts in respect of the amounts mentioned in Part B of the Fourth Schedule hereunder written and the unspent balance, if any, of the amounts mentioned therein shall be transferred to the Society's account, without any interest on the amounts received from the Purchaser, at the time of handing over the management and charge of the said Building to the Society.
- 10.5 It is clarified that the list of Other Charges mentioned in the <u>Fourth Schedule</u> hereunder written is only indicative and not exhaustive and the Purchaser agrees to pay to the Developer, such Other Charges under such other heads as the Developer may indicate. It is further clarified that the amount of charges mentioned in the <u>Fourth Schedule</u> is only indicative and the Purchaser agrees to pay to the Developer, such additional/increased charges as the Developer may indicate.

compose fund will be set-up for the repair and maintenance of the said Building and common amenities and facilities (hereinafter referred to as the "Corpus Fund"). The Purchaser hereby covenants with the Developer that-

Serial No. 2 of Part B of the <u>Fourth Schedule</u> hereunder written towards his non-refundable contribution to the Corpus Fund. The Developer shall be entitled to use the Corpus Fund for payments towards the maintenance and/or up-keep of the said Building

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and Common Amenities and Facilities until formation of the Society and transfer of the Corpus Fund by the Developer to such Society;

- (b) the Developer shall open a bank account in respect of the Corpus Fund for the limited purpose of depositing therein contributions towards the Corpus Fund and making disbursements towards such repair and maintenance of the said Building and Common Amenities and Facilities;
- the Developer/Society (as the case may be) shall be entitled to invest the Corpus Fund less the aggregate of the payments to be made towards the repair and maintenance of the said Building and Common Amenities and Facilities, in fixed deposit/s and/or any other investment schemes with bank/s for an appropriate term as may be determined by the Developer/ Society and/or its nominees / assigns.

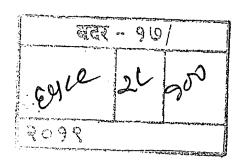
11. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser as follows:

- 11.1 There are no encumbrances upon the Land or the project;
- 11.2 There are no litigations pending before any Court of law with respect to the Land and/ or the project;
- 11.3 The Developer has the right to enter into this Agreement;
- 11.4 The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land, including the project and the Premises which will, in any manner, affect the rights of Purchaser under this Agreement;

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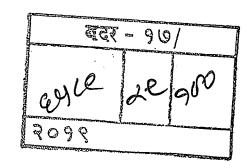
11.5 The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Premises to the Purchaser in the manner contemplated in this Agreement.

12. FINAL TRANSFER DOCUMENT:

- 12.1 The Developer shall, within 3 (three) months of obtaining the occupation certificate in respect of the said Building, transfer to the Society the structure of the said Building by executing the necessary deed of conveyance in favour of the Society and such conveyance shall be in keeping with the terms and provisions of this Agreement.
- 12.2 The deed of conveyance to be executed in respect of the Land and the basement and/or podium of said Building constructed on the Land in favour of the Society shall *inter alia* contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Developer for safeguarding its overall interest in the Land and the said Building, and(2) a covenant by the Purchaser to indemnify and keep indemnified the Developer against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein.
- Advocates for the Developer shall prepare and/or approve the deed of conveyance to be executed in favour of the Society. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the aforesaid deed of conveyance shall be borne and paid by all the purchaser of the various premises in the said Building and/or the Society. Such amount as mentioned in Part A of the Fourth Schedule shall be kept deposited by the Purchaser with the Developer at the time of taking the possession of the SUB-REGIO premises and shall until utilization, remain with the Developer and for which the Developer is not likely to render accounts.

Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise of assignment in law of the Premises or of the Land or any part thereof or of the said Building or any part thereof.

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STAMP DUTY AND REGISTRATION: 13.

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser shall at his individual cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Developer shall attend such office and admit the execution thereof. Apart from the above the Purchaser shall also pay to the Developer, Purchaser's share of stamp duty, registration charges and incidental/miscellaneous expenses payable, if any, by the Society on the deed of conveyance of the said Building and the Land.

INDEMNIFICATION BY THE PURCHASER: 14.

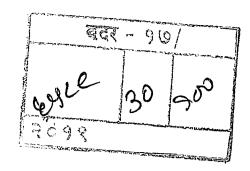
The Purchaser shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this Agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) the Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE 15. **AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchaser in project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the premises in the project.

Jun 30/26





16. ENTIRE AGREEMENT:

This Agreement along with its schedules and annexures constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the Premises. The Purchaser confirms that there are no representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing.

17. **RIGHT TO AMEND:**

This Agreement will not be amended, altered or modified except by a written instrument signed by both the parties.

18. **SEVERABILITY:**

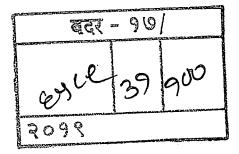
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If any of the provisions of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably SUB-RE-DECONSISTENT with the purpose of this Agreement and to the extent necessary to conform to the Rules and Regulations made there under or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable.

FURTHER ASSURANCES:

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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20. **NOTICES:**

That all notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by Registered Post A.D. at their respective addresses specified below:

M/s. H.K. Pujara Builders 301, Krishna Kunj, V.L Mehta Road, J.V.P.D Scheme, Vile Parle (West),

Mr. Ajay Kumar Singh,

Mumbai – 400 056.

Singh Bhawan,

Sarweswri Nagar,

Itki Road,

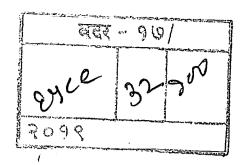
Ranchi 834005,

Jharkhand

It shall be the duty of the Purchaser and the Developer to inform each other of any change in the above address subsequent to the execution of this Agreement , failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser, as the case may be.

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21. **JOINT PURCHASER:**

If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several and all communications shall be sent by the Developerto the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the purchaser.

22. NO WAIVER:

No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

23. **DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the concerned authority as per the provisions of the RERA and the Rules and Regulations, there under.

24. GOVERNING LAW

24.1 That 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 REGISTAND public courts shall have jurisdiction for this Agreement.

rmanent Account Number of the parties are as under:

Developer:

M/S. H.K. PUJARA BUILDERS

AAAFH 7230H

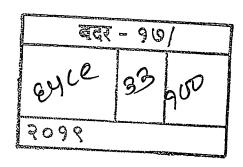
Purchaser:

Mr. Ajay Kumar Singh

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the Larger Land)

ALL THAT piece or parcel of land bearing plot No.B-51, admeasuring 907.8 square meters or thereabout and bearing CTS No.666 of Village Oshiwara, TalukaAndheri, andsituate, lying and being off Link Road, Andheri (West), Mumbai – 400 053and bounded as follow:-

On or towards the South

Existing Road 13.40 ft.

On or towards the North

by Land bearing CTS No.664

On or towards the East

by Land bearing CTS No.667

On or towards the West

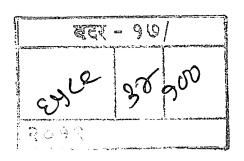
by Land bearing CTS No.645

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THE SECOND SCHEDULE REFERRED TO ABOVE

(Description of the Land)

ALL THAT piece or parcel of land bearing plot No.B-51, admeasuring 862.19 square metres, and bearing CTS No.666-A of Village Oshiwara, TalukaAndheri, and situate, lying and being off Link Road, Andheri (West), Mumbai – 400 053 and bounded as follows:-

On or towards the South

Existing Road 13.40 ft.

On or towards the North

by Land bearing CTS No.664

On or towards the East

by Land bearing CTS No.667

On or towards the West

by Land bearing CTS No.645

THE THIRD SCHEDULE REFERRED TO ABOVE

(Description of the Premises)

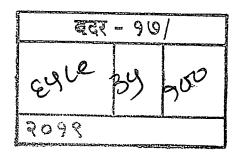
Flat No.503 admeasuring 651.22 square feet or thereabout (equivalent to 60.50 square meter or hereabout) of carpet area i.e. 716.34 built up area on the 5th floor of the said Building.

THE FOURTH SCHEDULE REFERRED TO ABOVE

	Part A
DIST	Non-refundable towards Society formation charges
Rs.700/-	Non-refundable for share money, application, entrance fee of the Society
Rs.25,000/-	Non-refundable deposit towards installation of transformer, cable, electric meter, water meter, pipe gas connection etc.
Rs.15,000/-	Legal charges
	Part B
Rs.1,77,000/-	Towards Corpus

(Particulars of Other Charges)

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THE FIFTH SCHEDULE REFERRED TO ABOVE

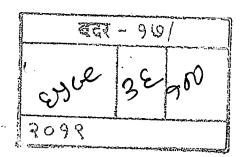
(Description of the Common Areas and Facilities)

- (i) Entrance lobby and foyer of the said Building and staircase of the said Building including main landing, and the lifts in the said Building for the limited purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping;
- (ii) The landing is limited for the use of the residents/occupants of the premises located on that particular floor and for visitors there to but is subject to means of access for reaching the other floors, available to all residents/occupants and/or visitors;
- (iii) Electric meters and water meter(s) connected to common lights, water connections, pump set, lifts etc.;
- (iv) Servant toilet on the ground floor of the said Building and Society office / record storage room;
- (v) . Water tap/s in the compound of the said Building for the purpose of garden/ lawn/car washing; and
- (vi) One underground water tank with sufficient capacity with water pumps connected with overhead water tanks.

(vii) 2 (two) passenger lifts and stack / mechanical parking sytem,

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THE SIXTH SCHEDULE REFERRED TO ABOVE

(Description of the Restricted Areas and Facilities)

- Terraces adjacent to and exclusively accessible through the premises shall belong to the (i) purchaser of such premises and they shall have exclusive right to use, occupy, enjoy and possess the same.
- (ii) All areas not covered under "common areas and facilities" including open spaces, parking spaces are restricted areas and facilities and the Developer has absolute right to dispose of the same to any person/s in the manner they deem fit and proper.

SIGNED AND	DELIVERED	by the

Withinnamed "Developer"

M/S. H.K. PUJARA BUILDERS

By its authorized partner

PARESH H. PUJARA

in the presence of

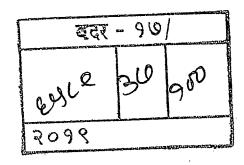
(2)











SIGNED AND DELIVERD by the

Withinnamed "Purchaser"

Jun30/26



Ajay Kumar Singh

)

in the presence of

(1)

(2)

Danson J

RECEIVED OF AND FROM THE PURCHASER a sum Rs.1,50,00,000/- (Rupees one crore & fifty lakhs only) being the part consideration paid by them to us on or before the execution hereof, under these presents, as follows:-

DATE	AMOUNT	DRAWN ON	CHEQUE NO.
03/05/2019	Rs.5,00,000/-	AXIS BANK (RANCHI)	NEFT
08/05/209	Rs.10,00,000/-	AXIS BANK (RANCHI)	NEFT
18/06/2019	Rs.21,50,000/-	AXIS BANK (RANCHI)	NEFT
20/06/2019	Rs.1,12,00,000/-	SBI (RANCHI)	RTGS
	Rs.1,50,000/-		T.D.S
		*?	

WITNESSES:

1

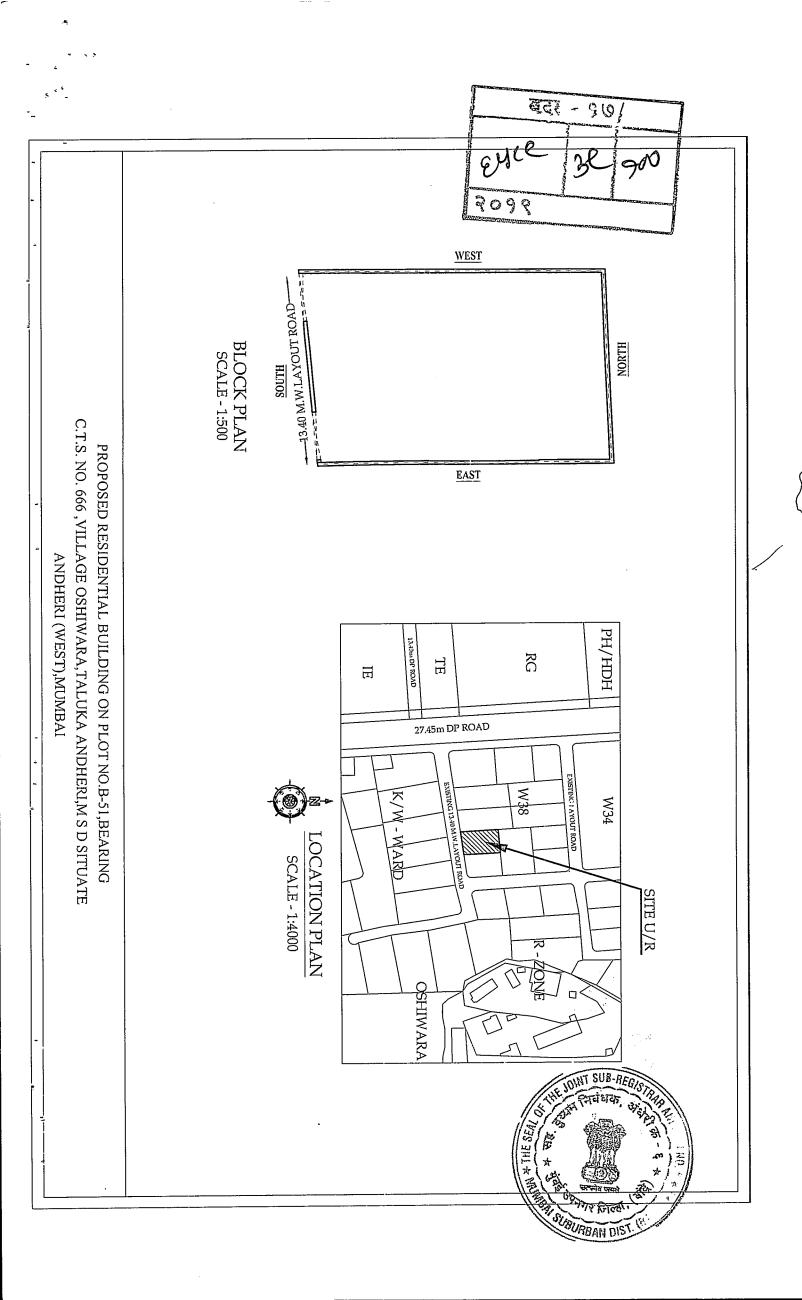
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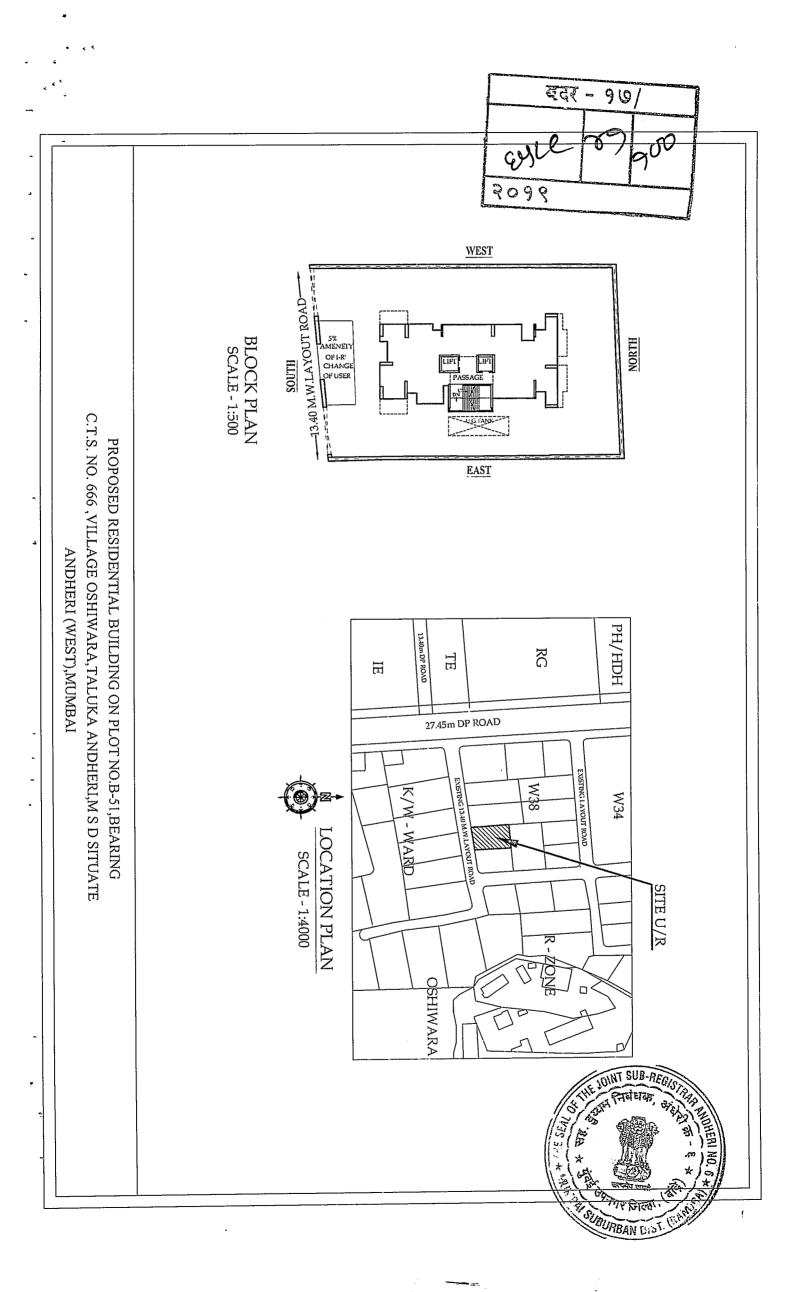
WE SAY RECEIVED:

P.H.Pajara

Developer







SATISH MISHRA & CO.

Advocates, High Court

4-A, Vijay Kunj, Gr. Floor, Jn. of Subway & Old Magardas Road, Andheri (E), Mumbai - 400 069.

Tel.: 2820 4056 ⊗ Mobile: 9322658794

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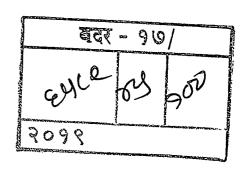
TITLE CERTIFICATE

All that piece of land bearing C.T.S. No.666 of Village Re: Oshiwara, Taluka Andheri in the Registration District of Mumbai Suburban, totally admeasuring 207.8 square metres or thereabouts (now C.T.S No.666-A admeasuring 862.19 square metres showing H.K.Pujara Builders as holder and C.T.S No.666-B admediting 45.61 square metres showing as Amenity Space [H.K.Pujara Builders] and MCGM as holder) together with the structures standing hereon and forming part of Survey No.41 in the layout of Swastik Industrial Estate. situate at Veera Desai Road, Andheri (West), Mumbai-400 053 (hereinafter referred to as 'the said properly').

M/s.H.K.Pujara Builders

- We have certified the fittle of the owners in respect of the (1) marketable and free said property CIS clear, Reports // Certificates Title encumbrances vide our 12/02/2010, 17/09/2012 and 14/11/2013 (conscrively 'the Previous Title Reports') in connection with the proposed construction to be carried out by the owners on the said property.
- Consequent upon issuance of the Previous Title Reports, we (2) have observed that the owners have (i) brought their name in the Revenue records; (ii) obtained permissible user of the said property in Residential Zone (R); (iii) obtained separate P.R Cards of the said property; (iv) obtained Intimation of Disapproval (I.O.D) dated 19th May, 2010 and Commencement Certificate (CC) dated 9th June, 2010 for construction of the proposed building on the said property.





(3) The Owners insisted for a fresh, conclusive and final Title Certificate on the basis of the search report, title documents furnished to us and also on the basis of various permissions, sanctions and approvals obtained by the Owners for the proposed construction on the said property and on perusal thereof, we have observed that:

Search Report dated 30th July, 2008;

- One M/s.Byramjee Jijibhai Pvi. .td. was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing C.T.S No.666 of Village Oshiwara admeasuring 907.8 square metres or thereabouts (said plot);
- ii) One M/s.New Swastik Land Development Corporation had other rights in the said plot and Krishnakant Jayantilal Choksi, Joendra Jayantilal Choksi (said Choksis) were by diverse means in possession of the said plot;
- iii) In pursuance of a Consent Decree passed on 7th May, 1981 in High Court Suit No.698 of 1991 filed by the said Choksis against M/s. Veera Land Development Corporation, Oshivara Development Company Pvt. Ltd. and J.K. Sayani, the Decree cassed on 7th May, 1981 did operate as a Conveyance of the said plot in





Satish Mishra & Co.

Advocates, High Court

4-A, Vijay Kunj, Gr. Floor, Jn. of Subway & Old Nagardas Road, Andheri (E), Mumbai - 400 069. Tel.: 2820 4056 @ Mobile: 9322658994

> favour of the said Choksis without any further act, deed or documents and accordingly by a Consent Decree-cum Sale Deed dul; registered under Sr.No.1319 on 16th April, 1983, At/s.Byramjee Jijibhai Pvt. Ltd. and M/s.New Swastik Land Development Corporation sold and conveyed the said plot unto and in favour of the said Chokis, as per the terms and conditions contained in the said Deed

such, the Property Registered transferred in the names of the said Choksis, as the owners of the said plot;

२०१९ The said Choksis constructed a st. Inclure admeasuring 98.34 square metres built up on line said plot (said

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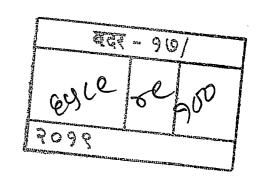
- The said plot and the said structure constructed V) thereon are collectively 'the said property';
- vi) By a Gift Deed dated 20th July, 2006 and duly registered with the Jt. Sub-Registrar, Andheri No.IV under Sr.No/BDR15/5522 of 2006 executed between Krishnakant Jayantilal Choksi, as the 'Donor' of the One Part and Vijay Jayantilal Chaksi, as the 'Donee' of the Other Part, Krishnakant Jayantilal Choksi, being the Donor, gifted his 25% undivided share, right, title and interest in the said property unto and in favour of Vijay Jayantilal Choksi, being the Ponee;



iv)

structure);





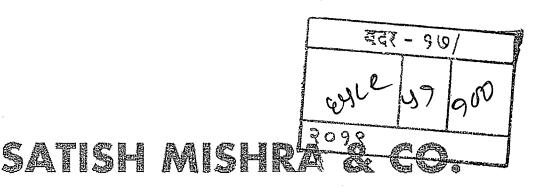
- vii) By another Gift Deed dated 24th July, 2006 and duly registered with the Jt. Sub-Registrar, Andheri-IV under Sr.No.BDR15/5575 of 2006 executed between Kaushik Jayantilal Choksi, as the 'Donor' of the One Part and Vijay Jayantilal Choksi and Upenata Jayantilal Choksi, as the 'Donees' of the Other Port, Kaushik Jayantilal Choksi, being the Donor, out of his 25% undivided share, right, title and interest in the said property, gifted 16.67% to Vijay Jayantilal Choksi and 8.33% to Upendra Jayantilal Choksi, being the Donees;
- viii) In the aforesaid circumstances, Vicy Jayantilal Choksi became entitled to 66.67% undivided share, right, title and interest in the said property and Upendra Jayantilal Choksi became entitled to 33.33% undivided share, right, title and interest in the said property. Accordingly, the undivided share, right, title and interest of Vijay Jayantilal Choksi in the said property has been mutated in the Property Registered Card showing two-third holder thereof;

II. Conveyance Deed dated 29th May, 2008:

Under a Conveyance Deed made and executed at Mumbai on 29th May, 2008 and duly registered with the Sub-Registrar, Andheri-3 under Sr.No.BDR4/4539/2008 on 29/05/2008 between Upendra Jayanti-ol Choksi, as the







Advocates, High Court

4-A, Vijay Kunj, Gr. Floor, Jn. of Subway & Old Nagardos Road. Andheri (E), Mumbai - 400 069.

Tel.: 2820 4056 Mobile: 9322658:94

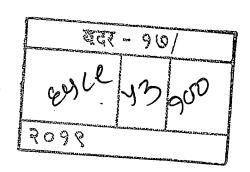
'Vendor' of the One Part and Vijay Jayantilal Choksi, as the 'Purchaser' of the Other Part, the former, out of his 33.33% undivided share, right, title and interest in the said property, gifted 8.33% in favour of the latter and also conveyed his remaining 25% undivided share right title and interest, for the consideration and on the terms, conditions and covenants therein contained.

By virtue of the diverse Deeds and documents made and executed between the said Choksis interse, Vijay Jayantilal Choksi became absolutely entitled to the right, title and interest in the said property to the exclusion of others.

- February, 2010 made between Vijay Jayar-tilal Choksi, as 'the Vendor' of the One Part and the Owners herein as 'the Purchaser' of the Other Part, the former sold, conveyed, transferred and assured unto and in favour of the Owners the said property for the consideration and on the terms, conditions and covenants therein contained. The aforesaid Deed of Conveyance is duly registered under Sr.No.BDR4/1124/2010 on 02/02/2010. We have verified the original Deed of Conveyance dated 2nd February, 2010.
- (5) Pursuant to the Deed of Conveyance dated 2nd February, 2010, Vijay Jayantilal Choksi also executed a Power of Attorney of even date in favour of the nominees of the Owners viz: (1) Mr.Paresh H.Pujara and (2) Mr.Abhiraj Pujara and conferred upon them various powers and authorities including for getting the said







property transferred in the name of the Owners in all Revenue Records. The aforesaid Power of Attorney is duly registered under Sr.No.BDR4/1125/2010 on 02/02/2010. We have verified the original Power of Attorney dated 2nd February, 2010.

- (6) The plans for development of the said property have been approved by the Municipal Corporation of Greater Mumbai vide I.O.D dated 19/05/2010 under No.CHE/WS/06-58/K/337(NEW) and issued Commencement Certificate on 09/06/2010 in respect thereof, which Commencement Certificate has been revalidated from time to time.
- Pursuant to the permission granted by me Chief Engineer (7) (Development Plan), Brihanmumbai Mahe: ugarpalika under No.CHE/2916/DPWS/H&K on 7/11/2011, the executive Engineer (Development Plan) (WS) H & K, allowed permissible user in Residential Zone (R) except for commercial and shopping user of the said property as per D.C.Reg.No.57(4)(C) of D.C. Regulations, 1991 and as per modification sanctioned vide Notification No.TPB-4304/2770/CR-312/04/UD-11 dated 14/05/2007 to Regulation 56 & 57 of D.C. Regulations, 1991, subject to the terms and conditions stated therein, that is, (i) NOC from Addl. Collector and C.A., U.L (C & R) for Greater Mumbai, be obtained; (iii, an Affidavit-cum-Indemnity Bond be submitted to the office of the Executive Engineer, Building Proposals, MCGM, before opproval of building plans, stating that no industry existed on the plot at any time in past and hence the question of labour does not arise; and (iii) the







Advocates, High Court

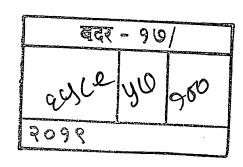
4-A, Vijay Kunj, Gr. Floor, Jn. of Subway & Old Nagardas Road, Andheri (E), Mumbai - 400 069. Tel.: 2820 4056 @ Mobile: 9322658974

license issued by K/W Ward for storage of gas cylinders to be surrendered to K/W Ward.

- (8) On the Owners fulfilling the conditions contained in the letter dated 7/11/2011 received from the Executive Engineer (Development Plan) (WS) H&K, the Collector, MSD, vide letter dated 13/03/2013 communicated the proposed sub-division of the said property subject to acquiring 45.61 square metres as Amenity Space by MCGM.
- (9) The City Survey Office issued two separate Property Registered Cards, that is, 'A' and 'B', A-showing area of the property as 862.19 square metres, H.K.Pujara Builders as Holder; and B-showing area of 45.61 square metres, Amenity Space (H.K.Pujara Builders), MCGM as the holder thereof.
- (10) We have neither noticed any lispendens registered nor found encumbrance of any nature created on the said property. We have been informed by the owners that the said property is not subject to any mortgage, lien or charge in favour of any financial institution/s or any person/s. We have also been informed by the Owners that they have not received any notice from any authority or authorities whereby their right in the scall property is in any manner prejudicially or adversely affected.

In view of our observations and subject to what is stated herein as well as what is observed and clarified in our Previous Title Reports, we are of the opinion that the title of the Owners in respect of the





said property appears to be clear, marketable and free from reasonable doubts and that the Owners have absolute right to carry out construction of the proposed building on the said property in accordance with the permission granted to them by the Municipal Corporation of Greater Municipal or any other sanctioning Authority and that they are entitled to sell/allot the premises comprised in the proposed building to various acquirers and to enter into Agreement/s in that behalf.

Mumbai, dated this 18th day of July, 2017.

For SATISH MISHRA & CO

Advocates



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मालमत्ता पत्रक

ओशिवरा ःलुका/न.भु.मा.का. -- **न.भू.अ.अंधेरी** विभाग/मांजे जिल्हा --मुर्वेई इपनमर ज़िल्हा शासनाला दिलल्या श्रीकृतियाचित्रकृती, शाङ्याचा तपशील आण्डित्याच्या फ्रेर तपासणीची नियन वेळी क्षेत्र धारणाधिकार नगर भुमापन शिट नंबंर प्लाट नबंर चो.मा कमोक / फा. प्लॉ. नं. ६६६अ [बिनशेती धारा प्रति १०० ०ची.मी.लाहू [५.९४ रू.मुदत २००७ अस्ट्रेर] [कश] 3.009 ४५.६ पोट.वि.न.मि.पत्रिका क , विनशेती सारा प्रति १००.०० चौमी ला र रु १०५०/- मुदत संन २०१०-२०१४ उ.क्षेत्र कर्मा ८६२.२ सुविधाधिकार हक्काचा मुळ धारक [मेसर्स बयरामजी जिजीभाय खाज्या मर्यादित] न्दर्भ १९६६ पट्टेदार इतर भार [न्यु स्वस्तिक लॅन्डस डेव्हलपमेंट] ₹तर शेरे [कार्पोरेशन] नविन घारक (धा) साक्षाकंन खंड क्रमांक दिनांक व्यवहार पट्टेदार (प) किंवा भार (भा) (H) कन्सेंट डिक्री व खरेदीखत १३१९/१६ 😘 ८३ S.I. १२/०८/१९८६ सही -कृष्णकांत जयंतीलाल चोक्षी ݮ प्रमाणे बयरामजी जिजीभाई व स्वस्तिक लॅ डे.कॅा.चे नाव मा. न. भू. अ. क्र ०८/०३/१९८६ ४ मूंबई उपनगर उपेंद्र जयतीलाल चोक्षी जि. न.भू.अ.तथा यांचा आदेश क्र कौशीक जयंतीलाल चोक्षी ' ओशीवरा न. भृ. विजय जयंतीलाल चोक्षी ६६६/८६ दि. १२/८/८६ अन्वये 🏸 फे रकार के.२६५ प्रवर्ण सही -१९/१०/२०७६ मा जिल्हाधिकारी मुंबई उपनगर जिल्हा यांजकडील बिनशेती १६/१७/०६ आदेश क्रमांक /No.C/Desk/१११ C/NAP/SRA-११४० न.भू अ.अंधेरी दि.२६/९/०६ ईकडील मो.र.नं.म -१९९/०६ व आदेश /क्रमांक /क्र.न.भू.अं.अं/ओशिवरा-न.भू.६६६/०६ अन्वये न.भू.क्र.६६६ चे संपूर्ण क्षेत्र व्यापारी कारणा करीता विनशेतीकडे वर्ग झालेंने सत्ता प्रकार क -१ ऐवजी 'क' दाखल केला. विनशेती धारा प्रति १००.०० चौ.मी. ला.५.९४ रू.मुदत २००७ अखेर वक्षिस पत्राने फ रफार क्र.२६८ प्रमाणे सहा -स्व.धा. २२/११/२०७६ [श्री उपेद्र जवंतीलाल चोक्षी १/३] बिक्षस पत्राने २२/११/०६ [श्री.विजय जयंतीलाल चोक्षी २/३] दुय्यम निवंधक अंधेरी -४ न.भू.अ.अंधेरी यांजकडील नोंदणीकत बक्षीस पत्र बदर -१५/५५२२/०६ दि.२०/७ /०६ व दुय्यम निबंधक अंधेरी -४ यांजकडील नोंदणीकत बक्षिसपत्र बदर -१५/५५७५/०६ दिनांक-२४/७/ ०६ व न.भू.अं.अंधेरी यांजकडील आदेश अन्वये कष्णकांत जयंतीलाल चोक्षी व कौशीक जयंतीलाल चोक्षी यांची नांवे कमी केली.

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

This I.O.D./C.C. is issued subject to the provision of Urban Land MUNICIPAL CORPORATION OF GREATER MUMBAI celling and Regulation Act. 1976

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

No. CHE/WS/0068/K/337(NEW)

Ex. Engineer Bldg. Proposal (W. H and K Wards

Muncipal Office, R. K. Patkar Marg, Bandra (West), Mumbai - 400 050.

Municipal Office,

To.

Mumbai

Paresh H Pujara

MEMORANDUM

301, Krishna Kunj, V.L. Mehta Road, JVPD Scheme, VileParle (W)

1 9 MAY 2010

With reference to your Notice, letter No. 337 dated.231310 and delivered on and the plans, Sections Specifications and description and further particulars and details of your buildings at stopesty bearing CFSNO 666 vill. Oshiwara all link ld . Andhen (y)

furnished to me under your letter, dated 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 disapprovative reasons thereof:-

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

That the commencement certificate under Sec.45/69(1)(a) of the M.R.& T.P.Act shall be obtained before starting the proposed work.

- That the compound wall shall be constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obseructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
- That the low lying plot shall be filled up to reduced level of atleast 92 T.H.D.or 6? above adjoining road level whichever is higher with murum, earth, boulders, etc.and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
- That the specification for layout/D.P./or access roads/development of setback land shall be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land shall be developed accordingly including providing street lights and S.W.D., the completion certificate shall be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. before submitting building completion certificate
- That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Maiaria etc. is made to the Insecticide Officer of the concerned ward office and provision shall be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with?.
- That the agreement with existing tenants along with the piens for demolition of their tenements for acceptance of alternate accommodation will not be submitted before C.C.
- That the agreement with existing tenants along with the plans for demolition of their tenements for acceptance of alternate accommodation will not be submitted before C.C.
- That the status of road certificate, in respect of the road abutting ic the property, obtained from A.E.(Maintenance) shall not be submitted.
- 9 That the PR card in the Name of Owner shall not be submitted.



- That the title clearance certificate shall not be submitted. 1 9 MAY 2010
- That undertaking cum indemnity bond from owner stating that they have not received any notice from ULC Authority for handing over / acquiring the land under reference to ULC authority under any section of ULC&R Act shall not be submitted.
- That the registered undertaking from owner stating that they shall not claim any FSI of the encroached portion of the plot at any stage shall not be submitted
- That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.

That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.

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The the commencement certificate under Sec.45/69(1)(a) of the M.R.& T.P.Act will not be obtained before starting the proposed work.

That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation felow the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession o holding before starting in work as per D.C.Regulation No.38(27).

- That the low lying plot will not be filled up to reduced level of atleast 92 T.H.D.or 6? above adjoining road level whichever is higher with murum, earth, boulders, etc.and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
- That the specification for layout/D.P./or access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) (S.W.D.) before submitting building completion certificate.
- That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him.
- That the Indemnity Bond indemnifying the Corporation for any action pending on existing structure, any legal dispute of plot, owners, occupants will not be submitted before demolishing the existing structure.
- That the structural design and calculations for the proposed work considering seismic forces as per I.S.Code Nos.456-2000, 13920 1993, 4326 and 1893 2002 as per circular u.no.CE/PD/11945/1 dated 2.2.2006 for existing building showing adequacy thereof to take up additional load will not be submitted by him.
- That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.L.R.before applying for C.C.
- That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.
- That the consent letter from existing tenants for proposed additions/alterations in their tenement will not be submitted before C.C.
- That the consent letter from existing tenants for proposed additions/alterations in their tenement will not be submitted before C.C.
- 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.
- 27 That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
- That the requirements of N.O.C. of B.S.E.S. Ltd. will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
- That the basement will not comply with the Basement Rules and regulations regarding height, ventilation users, etc and registered undertaking for not misusing the basement will not be submitted before C.C.
- That the true copy of sanctioned layout sub-division /amalgamat :// approved under No CE/25/BPES/LO% dtd 31.1.98 alongwith the terms and conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.



That the remarks from Asst.Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work willnot be submitted before

That the phase programme for infrastructure development will not be submitted and got

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starting the work and his requirements will not be complied with.

approved and will not be developed as per phase programme.

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gineer Bldg. Proposal (W.S.)

Ex. Engineer Duck. 1 10 p. 1. 1 Proving Hand K Wards
Muncipal Office, R. K. Patkar Marg, Muncipal Office, R. K. Patkar Marg,

- That the undertaking for paying additional premium due to increase in land rate as and when **157** demanded shall not be submitted.
- That the C.C. shall not be asked unless payment of advance for providing treatment at 58 construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned ward office and provision shall not be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall not be complied with.
- 59 That the N.O.C. from Collector M.S.D. for cutting, hill excavation etc. on plot under reference shall not be obtained.
- 60 That the final N.O.C. from Superintendent of Gardens shall not be submitted.
- 61 That the Power of Attorney will not be corrected as per the P.R.Card area.
- 62 That the board mentioning the name of Architect/Owner shall not be displayed on site.
- 63 That the requirements as per circular no. CE/PD/12387 of 17.3.2005 shall not be complied with during the execution of work.

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That the necessary remarks for training of nalla/construction of S.W.D. will not be obtained from Dy.Ch.E.(S.W.D.)City & Central cell, before plinth C.C. and compliance of said remarks will not be in sisted before granting full C.C. for the building.

NOC from the Mharashtra State Board of Wakfs shall not be submitted

) That the completion certificate from CFO shall not be submitte.

undertaking from owner stating that they will not object to the development of the neighbouring building in future shall not be submitted

- 68 That the owner shall not include a clause in the sale agreement with the prospective buyer stating that the proposed building under reference is being constructed with deficient open
- That the no dues pending certificate from A.E Water works "寫" ward shall not be submitted. 69
- 70 That the NOC of Directorate of Industries for Closure of the existing factory building shall not be submitted before demolition.
- 71 That the NOC of Labour Commissioner for closure of the existing factory building shall not be submitted before demolition.
- That the certificate regarding surrendering factory permit license from Asst Commissioner "6" 72 Ward and certificate from MSEDCL regarding disconnection of Power supply shall not be submitted before demolition.
- 73 That the conditions mentioned in the clearance under No.C/UI C D-V/WS-503/96 dt.3.2.1997 obtained from the competent authority under U.L.C.& R. Act 1978 will not be complied with and fresh ULC order showing revised area under road setback will not be submitted.
- 74 That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
- 75 That the remarks from Asst. Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work willnot be submitted before starting the work and his requirements will not be complied with.

B: CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

- That the Licensed Structural Engineer shall be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) shall be submitted by him
- 2 That the structural design and calculations for the proposed work considering seismic forces as per I.S.Code Nos.1893 and 4326 and for existing building shoving adequacy thereof to take up additional load shall be submitted by ..:..
- 3 That the extra water and sewerage charges shall be paid to Asst. Engineer, Water Works, before C.C.
- That the work start notice certicate shall not be submitted.
- 5 That adequate care in planning, designing and carrying out construction shall be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
- 6 That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.

That the requirement of N.O.C. from C.A.U.L.C.& R. Act will not be complied with before starting



the work above plinth level.

9 MAY 2010

- That the Noc of Directorate of Industries for the closure of the existing factory shall not be 8 obtained before demolition.
- 9 That the NOC of the Labor commissioner for the closure of the existing factory shall not be obtained before demolition.
- That the Certificate regarding surrendering of Fatory permit license from the Asst Commissioner 10 "S" ward and certificate from MSEDCL regarding disconnection of power supply shall not be obtained before demolition
- That the CFO NOC shall not be submitted. 11
- That the no dues pending certificate from A.E. Water works "%" Ward shall not be submitted. 12
- 13 That the NOC from the Collector MSD for the I.T building shall not be obtained.

C: GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

- That 10% flats/25% galas as per release letter from Executive Engineer (D.P.) under No. ChE/PH-28/DPES dated 9.3.2000 shall not be handed over before asking for occupation/B.C.C.
- 2 That the dust bin will not be provided as per C.E.?s circular No.CE/9296/11 of 26.6
- That the surface drainage arrangement will not be made in consultation with Executive Engine 3 (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate 900
- 4 That the existing well will not be covered with R.C.C. slab
- 5 That 10 ft.wide paved pathway upto staircase will not be provided
- That the surrounding open spaces, parking spaces and terrace will not be levelled and developed before requesting to grant permission to occupy the 6 building or submitting the B.C.C.whichever is earlier.
- 7 That the regular/sanctioned/ proposed lines and reservations shall be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.L.R.before applying for C.C.
- That the registered undertaking and additional copy of plan shall be submitted for agreeing to hand over the setback land free of compensation and that the seback handing over certificate 8 shall be obtained from Ward Officer and the ownership of the setback land shall be transferred in the name of M.C.G.M.
- That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc.and to 9 the occupiers and an undertaking regarding no nuisance shall be submitted before C.C./starting
- 10 That the smoke test certificate.
- 11 That the water proofing certificate.
- 12 That the N.A. order certificate.
- 13 That the NOC from AA & C. certificate.
- That the name plate/board showing plot No.name of the building etc.will not be displayed at a prominent place before O.C.C./B.C.C. 14
- 15 That the parking spaces shall not be provided as per D.C.Regulation No.36.
- That B.C.C. will not be obtained and I.O.D.and debris deposit etc. willnot be claimed for refund within a period of 6 years from the date of its payment.
- 17 That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.
- 18 That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc.and that the workmanship is found very satisfactory shall not be submitted.
- 19 That three sets of plans mounted on canvas will not be submitted.
- That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will 20 not be submitted.
- 21 That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed



Engineer Bldg. Proposal (W.S.) H and K. Wards Muncipai, Office, R. K. Patkar Marg., Bandra (West), Mumbai - 400 050, EX.

- That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor /stilt.
- That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
- 24 That the final NOC from S.G. shall not be submitted.
- 25 That the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with.
- That the infrastructural works such as; construction of handholes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.

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That the ILO.C. from Insecticide Officer shall not be submitted

hat the NO.C. from Ch.E.(M&E) shall be submitted.

the provision for rain water harvesting as per design prepared by approved consultant in le field shall not be made to the satisfaction of Municipal Commissioner.

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 MCGM, shall not be provided to the satisfaction of Municipal Commissioner.

- That the conditions of Govt.Order under No CE / / dtd shall not be complied with and certificate regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
- That the separate vertical drain pipe, soil pipe with a separate gull, tap, water main, overhead tank, etc.for maternity home/nursing home user will not be provided and the drainage systems or the residential part of the building will not be affected.
- 33 That some of the drains will not be laid internally with C.I.pipes.
- That the conditions mentioned in the clearance under No.C/ULC/D-V/WS-503/96 dt.3.2.1997 obtained from the competent authority under U.L.C.& R. Act 1976 will not be complied with and fresh ULC order showing revised area under road setback will not be submitted

D: CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

- 1 That the requirements of N.O.C. of Reliance Energy shall be obtained and the requisitions, if any, shall be complied with before occupation certificate/B.C.C.
- 2 That the conditions mentioned in release letter of Executive Engineer (D.P.) under no. ChE/1402/DPES dt.31.7.92 & Ch.E./1678/DPES dt.6.892 shall be complied with.
- That the qualified registered site supervisor through architect/structural engineer shall be appointed before applying for C.C.& his name and licence No.duly revalidated shall be submitted.
- That the true copy of sanctioned layout sub-division /amalgamation approved under No CE/17/Govt./BPES/LO\$\(\frac{2}{3}\) dtd 10.9.93 alongwith the terms and conditions shall be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.? s department regarding adequacy of water supply.
- That the ownership of the recreation space/swimming pool /Club House shall not vest by provision in a deed of conveyance in all the property owners on account of whose holding the R.G./Swimming Pool Coub House is assigned.
- 7 That the structure constructed in recreation space for the user of shall not be used only for recreational activity for which it is approved for the bonafide society members.
- That the conditions mentioned in NOC issued by MHADB under no: CO/MB/ARCH/NOC/F-1162/2008 dated 19/12/2008 shall not be complied with,
- 9 hat the conditions of Govt.Order under No CE / / dtd shall not be complied with and certificate regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
- hat the separate vertical drain pipe, soil pipe with a separate gully tap, water main, overhead tank, etc. for maternity home/nursing home user will not be provided and the drainage systems or the residential part of the building will not be affected.
- 11 That some of the drains will not be laid internally with C.I.pipes.
- That the conditions mentioned in the clearance under No.C/ULC/D-V/WS-503/96 dt.3.2.1997



- obtained from the competent authority under U.L.C.& R. Act 1976 will not be competent authority under U.L.C. fresh ULC order showing revised area under road setback will not be submitted
- 13 That 10% flats/25% galas as per release letter from Executive Engineer (D.P.) under No. ChE/PH-28/DPES dated 9.3.2000 shall not be handed over before asking for occupation/B.C.C.
- 14 That the dust bin will not be provided as per C.E.?s circular No.CE/9296/11 of 26.6.1978.
- 15 That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
- 16 That the existing well will not be covered with R.C.C. slab
- 17 That 10 ft.wide paved pathway upto staircase will not be provided.
- 18 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

building or submitting the B.C.C.whichever is earlier.

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ENGR BLDG. PROPOSAL 3.) K/EAST/WEST WARDS.



() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

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

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

2099

Executive Engineer, Building Proposals, Zone, Wards.

SPECIAL INSTRUCTIONS

1 9 MAY 2018

 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.
- 3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels:-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be—

- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street
- b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
- c) Not less than 92 ft. (28.05 m) above Town Hall Datum.
- 4. Your attention is invited to the provision of Section 152 of the Arc whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- 5. Your attention if 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 leavy penalty for non-compliance under Section 471 if necessary.
- 6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
- 7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
- 8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

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



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Almos

- 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 **Example Completion** 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 avoid the excavation of the road an 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



Ex. Engineer Fr. E. Patkar Marg. H and K. Wards Office, R. K. Patkar Marg. Muncipal Office, R. K. Patkar Marg. Muncipal Office, R. K. Patkar Marg.

- 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 come shape pieces (like a garden mari rose) with copper pipes with perfections each in 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 ourside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

COPY TO'. OWNER

1 y MAL LUID

QUL 03 950 2098





This I.O.D./C.C. is issued subject to the provision of Ur: celling and Regulation Act. 1976.

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 /K/337(NEW

/BPES/A CHE/WS/ 0068

COMMENCEMENT CERTIFICATE

Ta. Paresh H Pujara 301, Krishna Kunj, V.L. Mehta Road, JVPD Scheme, VileParle (W)

9 JUN 2010 Ex. Engineer Bldg. Proposal (V Muncipal Office, R. K. Patkar Marg. Bandra (West), Mumbai - 400 050

		•
Sir,	With reference to your application No. 469 Dated 23/9)10 for	
Develo	opment Permission and grant of Commencement Certificate under Section 45 & p.5 of the	,
permis	ashtra Regional and Town Flaming Act Toking	A STATE OF THE PARTY OF THE PAR
Certifi	cate/Building Permit is granted on the following conditions	
	The land vacated on consequence of the endorsement of the setback line/road widening line shall form part of the public street.	
	That no new building or part thereof shall be occupied or allowed to be occupied or allowed to be occupied or allowed to be occupied.	'n
	The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.	
4. 5.	This Commencement Certificate is renewable every year but such extended period shall be	

subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai

if:-

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.

Any of the conditions subject to which the same is granted or any of the (b) restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

The Municipal Commissioner of Greater Mumbai is satisfied that the (c) 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 of 45 of the Maharashtra Regional and To Planning Act, 1966.

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

The Municipal Commissioner has appointed Shri. R. D. SINGH Executive Engineer to exercise his powers and functions of the Planning Authority under Section

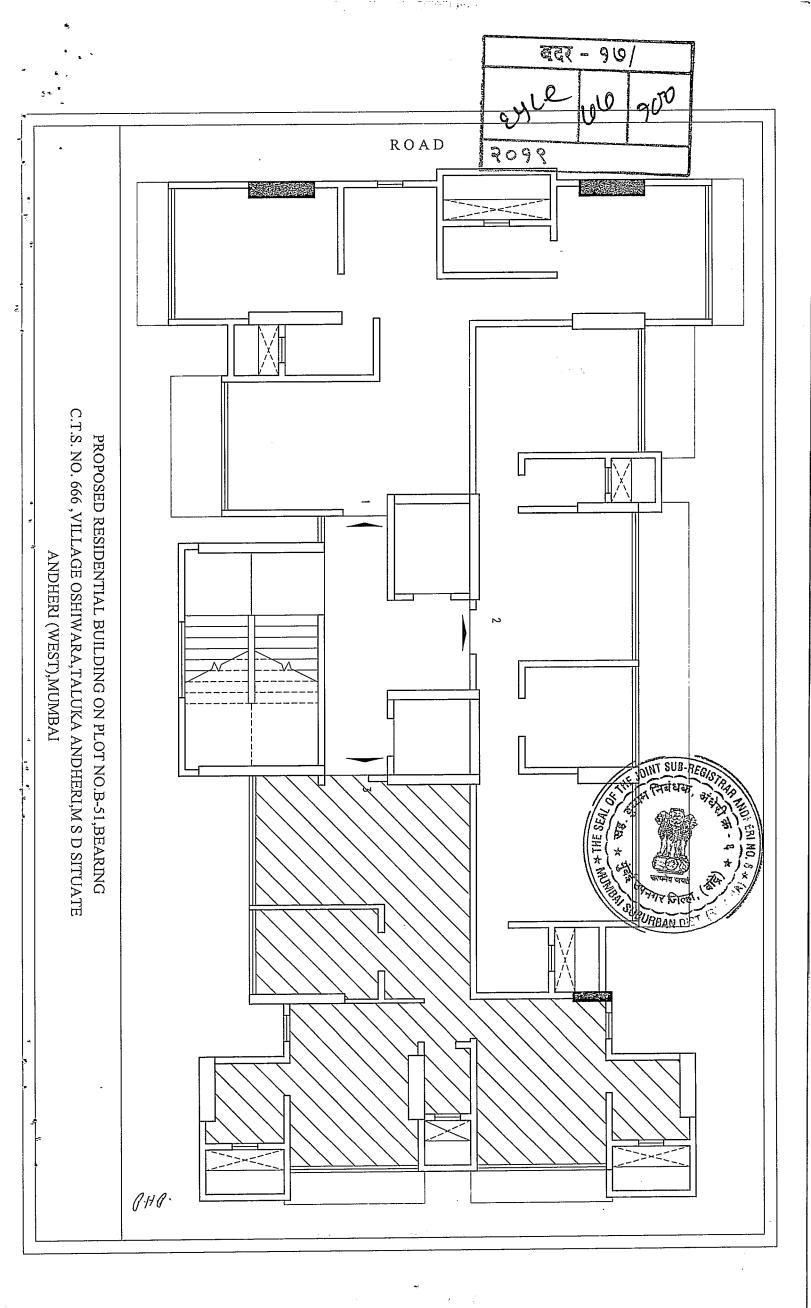
This CC is valid upto 18 JUN 2011

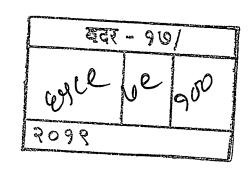
This Commencement certificate is for carrying out the work upto/For top conflict ht. 3.35 mbs. ACL as per approved plan d. Aloslio.

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

Executive Engineer . Building Proposal Western Suburb K

RUE COPY







MUNICIPAL CORPORATION OF GREATER MUMBAI APPENDIX XXII

FULL OCCUPANCY Under Regulation 6(7)* and BUILDING COMPLETION CERTIFICATE Under Regulation 6(6)* [CHE/WS/0068/K/337(NEW) of 18 December 2017]

To, Paresh H. Pujara Builders 301,Krishna kunj, V.L. Mehta marg , Vile Parle (W), Mumbai..

The full development work of Residential building comprising of Stilt for Parking +1st to 11th +12th (pt) upper floor for Residential user on plot bearing C.S.No./CTS No. 666 of village OSHIWARA at Off Link Road, Andheri (west) is completed under the supervision of Shri. PARAG PADMAKAR MUNGALE, Architect, Lic. No. CA/93/15779, Shri. Niranjan Shripad Lele , RCC Consultant, Lic. No. STR/L/14 and Shri. Subhash Adal , Site supervisor, Lic.No. A/139/55III and as per development completion certificate submitted by architect and as periconnection certificate issued by Chief Fire Officer u/no. FB/HR/R-III/207 dated 21 September 2017. The same may be occupied and completion certificate submitted by you is hereby accepted.

- 1. Asstt. Commissioner, K/W Ward
- 2. A.A. & C. , K/W Ward
- 3. EE (V), Western Suburb I
- 4. M.I. , K/W Ward
- 5. A.E.W.W. , K/W Ward
- 6. Architect, PARAG PADMAKAR MUNGALE, SP ASSOCIATES, 1001, Casablanca, J.V.P.D. SCHEME SP ASSOCIATES, 1001, Casablanca, J.V.P.D. SCHEME

For information please

Document certified by Prakash Rajaram Rasal <rasalprakash@yafiooin>

Name : Prakash F

Rasal

Date: 18-De

Engine ricipal

Orga**n** Corporation eater

Mumbai

Yours faithfully Executive Engineer (Building Proposals) Municipal Corporation of Greater Mumbai K/W Ward



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Page 1 of 1 on 12/18/2017 6:10:43 PM

CHE/WS/0068/K/337(NEW)

2099



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: P51800004540

Project: Orchid Residences, Plot Bearing / CTS / Survey / Final Plot No.: B-51 / 666A / 51 at Andheri, Andheri, Mumbai Suburban, 400053;

- 1. H.K.Pujara Builders having its registered office / principal place of business at *Tehsil: Andheri, District: Mumbai Suburban, Pin:* 400058.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
 allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
 (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
 of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

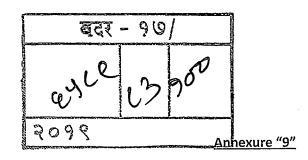
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, 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 09/08/2017 and ending with 31/12/2018 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
- 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 Premanand Prabhu (Secretary, MahaRERA) Date:8/972017 2:58:44 PM

Dated: 09/08/2017 Place: Mumbai Signature and seal of the Authorized Officer
Maharashtra Real Trials Regulatory Authority





List of Amenities in the Building

- 01. Structure All RRC Frame structure shall be as per relevant I.S.Codes. Grade of concrete shall be M40/M45 as per design of RCC consultant. Earthquake resistant RCC frame structure (Seismic design for Zone IV). Cement of ISI Grade (Ultratech) shall be used 53 Grade for RCC work and 43 Grade for finishing work. TMT STEEL Bars manufactured by main producers like, TATA/SAIL/ VST having corrosion resistant and earthquake resistant to be used, i.e. Fe-500-D enly to be used (since main producers do not manufacture lower grade like Fe-415 which is manufactured by Re-Rolling Mills) Provision for extension of floors by designing the foundations accordingly. Anti termite treatment from foundation to terrace level. Plot will be raised to prevent flooding during monsoon and proper and efficient drainage system will be constructed with each batch of re-inforced cement concrete used for beams, columns, and slabs, chemicals like plastizers, SBR 3 and water proofing chemical additives should be used for enhanced strength and waterproofing..
- 02. <u>Elevation and Planning</u> Well designed elevation features will be provided along with careful and detailed planning with plenty of light and ventilation in each room and minimum wastage of space with proper co-ordination of all rooms. The building may be provided with sand faced plaster on the external face water proofing plaster and chicken mesh.
- 03. <u>Entrance Lobby:</u> The entrance lobby may be elegantly designed with Italian Marbles and POP false ceiling. Lobby will be artistically designed.

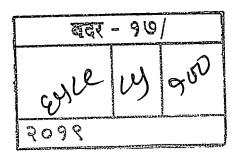
04. Paving: The entire compound will be paved with concrete and finished with heavy duty tiles / pavers.

05. Staircase & Lobby will be beautified with Italian marble / G

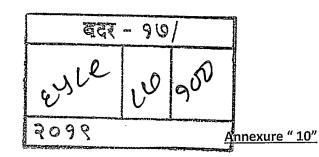
06. <u>Waterproofing – Terrace:</u> Brickbed coba with china mosaic to on floor and inside of parapet wall upto 1ft. height.

Other Areas : Surface waterproofing system and proper water proofing for toilet ducts and floors of water tanks. All terraces will be provided with water points and lights.

- 07. <u>Lifts:</u> 2 lifts of Schindler or equivalent Make. As approved by the lift inspector / BMC requirements shall be provided.
- 08. <u>Water Supply</u> Provisions for 24 hours water supply in all wings by providing sufficient capacity of U.G. water tank and overhead water tank with municipal supply. All pipes to be "C" Class of TATA make. U.G. and O.H. tanks shall be with submersible pump with sensors of Mapal Make. Overhead water tank of RCC shall be raised.







List of Amenities in the flat

- Flooring Good quality of fully vitrified grade A tiles / Italian Marble in living room and bedroom. All the walls will be finished with POP / Gypsum and false ceiling of P.O.P. with Asian Plastic Paints.
- 2. <u>Tiling</u> Anti Skid tiles in Bathrooms. Ceramic tiles with ceramic border. All vitrified tiles to be of first Quality of Johnson / RAK / Kajaria. All rooms to have 3" skirting with groove on POP.

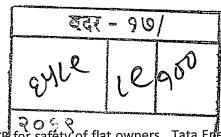
3. Plumbing and Bathroom Fittings -

- a. Sanitary ware for Bathroom of A Grade Hindware / Jaguar / Toto / Grohe.
- b. Sanitary Fittings JAGUAR/ Toto / Grohe. Concealed plumbing fitting. Sanitary Fittings shall match the Bathroom theme and WC wash basin etc. shall match with the tiles. Plumbing points should comprise of single point fix diverter for shower unit (without panel). Electrical 3 Phase connections for washing machine and electric Geyser should be provided with extra point of 2 Phase and 3 Phase.
- c. Astral U PVC pipes Schedule 80 shall be used for external water lines and Astral C PVC SDR 11 shall be used for concealed piping. Finolex B type PVC pipes shall be used for all external drainage lines. Underground drainage pipes shall be of good quality "SWR" pipes.

Geyser will be provided in all bathrooms.

European style WC wall mounted or floor mounted as be provided.

- 4. <u>Kitchen</u>: Black Granite Platform with granite seal for cooking and serving platform with Stainless Steel Sink. Designers Ceramic Tiles of 7ft. and appropriate border will be provided in all kitchens. Floor having anti-skid vitrified double charged tiles in kitchen.
- Electric Fittings: Concealed copper electric wiring work will be done as per the norms of Tata Power or Reliance Infrastructure using 1/18,3/20 and 7/20 flexible Finolex wires



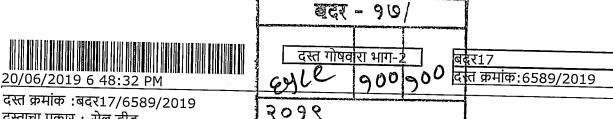
with use of LEGRAND /SIEMENS MCB and ELCB for safety of flat owners. Tata Energy / Reliance Infrastructure Connections will be obtained. A 3 Phase plug point and 2 Pin Plug point at various places to be made available in each room. Provision for Exhaust fan in kitchen and bathroom. Roma switches and electrical fittings should be used everywhere. Cable, internet and telephone connections in living room & Bedroom. Intercom line in living room. Provision for extra 2 Blank Pipes for either Telephone Line or Electrical line for additional appliances.

- 6. <u>Security & Cable T.V. -</u> All flats will be provided with Flat to Flat intercom, Flat to Security Cabin and Flat to Society Office communication capabilities. Each flat will be provided with Video Door Phone and Cable T.V. connection in each flat and room.
- 7. <u>Doors and Windows</u> Granite framing on all windows with designer mouldings, Heavy Section Anodized Sliding Windows with 5MM tinted glass of Saint Gobain / Pilkington or equivalent make, imported bearings and fittings. French Windows in all rooms except kitchen.

<u>Doors:</u> Main Door Teak Wood – Good quality Teak Wood flush doors with Decorative Laminate on both sides along with safety chain, eye hole, heavy duty night latch and heavy brass fittings will be provided. Other doors will be of good quality wood with heavy duty brass fittings.

8. Painting and POP — Beautifully designed ceiling will be provided in living rooms and bedrooms. Walls of all rooms will have well finished POP panning and grooves over the skirting. Acrylic Emulsion/Plastic Paint will be used for internal walls. Water repellent, fungus proof elastomeric or textured paint of Asian Paints for the external walls of the building.





दस्ताचा प्रकार :-सेल डीड अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा 1 नाव:अजय कुमार सिंह लिहन घेणार पत्ता:-, -, सिंह भवन,सर्वेस्वरी नगर, रांची, इटकी वय :-44 रोड, हेहाल, JHARKHAND, RANCHI, Non-स्वाक्षरी: न Government. पॅन नंबर:ASFPS9016B नाव:में.एच के पुजारा बिल्डर्स चे भागिदार परेश एच पुजारा तर्फे मुखत्यार कौशिक थडेश्वर लिहून देणार वय :-44 पत्ताः प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 301,कृष्णा कुंज , ब्लॉक नं: जे व्ही पी डी स्कीम, विले पार्ले पश्चिम , रोड नं: व्ही एल मेहता रोड, स्वाक्षरी:-महाराष्ट्र, MUMBAI. पॅन नंबर:AAAFH7230H

वरील दस्तऐवज करुन देणार तथाकथीत सेल डीड चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:20 / 06 / 2019 06 : 53 : 43 PM

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THE COSMOS CO-OPERATIVE BANK LTD., PUNE FRANKING DEPOSIT SLIP

Customer Copy 231459

Branch: _____ Date:

Pay to :__

Franking Value	Rs.	100.00
Service Charges	Rs.	2200
Total	Rs.	12P=00

Name & Address of Stamp duty paying party
Paresh & Pujara, 101 Sharethan pro
N.S. Load No. 6, Jufp, Manhagan Son

Tel.No.: / Mobile No.:

Purpose of Transaction

in cash for Franking Doduments.

Rs.

(For Bank's Use only)

Tran ID

Franking Sr. No. 409276

For The Cosmos Co-op. Bank Ltd., Pune

Authorised Signatory



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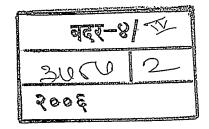
POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS COME, I, PARESHBHAI

HARSHADRAI PUJARA, of Mumbai, Indian Inhabitant doing and carrying my business of Builders, Developers in the name of various Partnership firms and as Director of my Private limited Companies, residing at 101, "Shraddha Suman", N.S.Road No.6, Vile Parle (West), Mumbai-400 056 (hereinafter called as "THE DEPONENT"), SEND GREETINGS:

9.HP

B.H.8.



WHEREAS:

a) I am doing and carrying on my business of Builders, Developers as partner, as Sole Proprietor and as Director of various partnership firms, proprietorship concern and Private Limitate Company respectively and I have entered into various Development Agreements of various properties.

b) For development purposes I am personally unable to remain present before the various authorities, therefore I am desirous to appoint **SHRI KAUSHIK H.THADESHWAR**, to do all things, matters, acts and deeds as appearing hereinafter, either jointly or severally.

PARESH H. PUJARA, in my personal capacity and as Sole Proprietor, partner and director of my various concerns, partnership proprietor, Private Limited Company, do hereby appoint and constitute said SHE KAUSHIK H.THADESHWAR, to be my true and lawful attorney with power and authority to do and execute the following acts, matters pleeds and things for me, in my name and on my behalf, either joint wards severally that:

1. To appear and represent before the appropriate revenue authorities including Tahasildar, Talathi, City Survey Officer/s, their office bearers, in respect of all the properties which I have agreed to develop as set out hereinabove and to sign and execute necessary letters, applications, declarations to obtain Certified Copies of the City Survey records, Seven Twelve extracts, Six Twelve extracts,

6.HB-

Eight Twelve extract i.e. Gaon Utara, Property Register Card (Utara).

- 2. To appear and represent before the appropriate ULC authorities and all its department and Office bearers, appointed under the Urban Land (Ceiling & Regulations) Act, 1976 in respect of development of the properties, which I have agreed to develop or purchase and to sign and execute necessary applications, letters, deeds, to obtain required NOC or such Development Certificate from the said ULC authority as per law.
- 3. To approach the Registrar or Sub-Registrar of Co-operative Society, other concerned authority, its Office Bearers, members, staff, employees and all other persons for purpose of forming the Co-operative Society of the various flats/shops/units/premises purchasers in the property already developed by me or to be developed by me, in the manner set out hereinabove.
- 4. To attend the Meetings and all such meetings of the Registrar of the Society and generally to do all acts and things as magnitude required to be done for the purposes contained herein.
- Regulations) Act, 1976 for grant of permission to develop the various properties as per merits and facts of the agreements, documents thereof and for that purpose to sign all applications and other papers, to appear before the Competent Authority and togive them/him all the papers of obtaining permission under the said Act.

(H)

6. I hereby agree to ratify all acts and things lawfull and by my said.

Attorney by exercise of the powers herein contained.

7. To appear before the Sub-Registrar of Assurances at Bandra /Mumbai or at any State of Maharashtra and represent and lodge the aforesaid documents or writings, instruments, etc; for registration and admit execution thereof for me and on my behalf if require and to take delivery of the documents of writings from such registering authority.

8. To do generally all other acts, things for the conduct of aforestated purposes and matter as I could have done the same if I was personally present. This Power of Attorney is revocable.

IN WITNESS WHEREOF, I, SHRI PARESH H.PUJARA ON THIS 19th DAY OF MRY, 2006 SET MY HAND TO THESE PRESENTS.

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED DEPONENT

SHRI PARESH H. PUJARA, in the

presence of ..

G. H Prjana

Signature of Power Holder

Kaushill - H - Thaoleshuxer

(SHRI KAUSHIK H.THADESHWAR)

Wifness! Auto Naix-(A)ith Nou'r)



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दस्त क्र 3787/2006

दुस्त क्रमांक : 3787/2006

दिस्ताचा प्रकार : मुखत्यारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा उसा

अनुक्र. पक्षकाराचे नाव व पत्ता

प्रताः घर/फ़्लॅट नं: 101, श्रध्दा सुमन , एन एस रोड नं

दुय्यम निबंधकः

अंधेरी 2 (अंधेरी)

6 , विलेपार्ले प

19/05/2006

4:25:05 pm

गल्ली/रस्ताः -

इंमारतीचे नावः --

ईमारत नं: -

पेठ/वसाहत: --शहर/गाव:-

तालुकाः -

पिन: 56 ्पॅन नम्बर: - लिहून देणार

सही

A.H. Girjan





नावः कौशिक एच थडेश्वर - -

पताः घर/फ़्लॅट नंः ४०३, अनुराधज्ञ अपाअर्ट , बोरिवली लिहून घेणार

गल्ली/रस्ताः --

ईमारतीचे नावः -ईमारत नं: --

पेंट/वसाहतः -

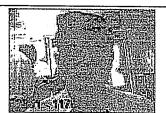
शहर/गाव:-तालुकाः -

पिन: -

पॅन नम्बर: -

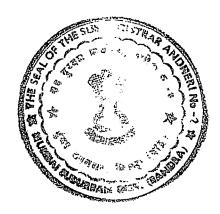
सही

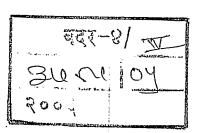
Kaustill. H. Thooleshoor





२०१९







दस्तऐवज करुन देणार तथाकथीत [मुखत्यारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

1 OF 1

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दस्त गोषवारा भाग - 2

वदर4

दस्त क्रमांक (3787/2006)

दस्त क्र. [वदर4-3787-2006] चा गोषवारा

बाजार मुल्य :0 मोबदला 0 भरलेले मुद्रांक शुल्क : 100

दस्त हजर केल्याचा दिनांक :19/05/2006 04:21 PM

निष्पादनाचा दिनांक : 19/05/2006 दस्त हजर करणा-याची सही:

O.H. Prian

दस्ताचा प्रकार :48) मुखत्यारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 19/05/2006 04:21 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 19/05/2006 04:24 PM शिक्का क्र. 3 ची वेळ : (कबुली) 19/05/2006 04:24 PM शिक्का क्र. 4 ची वेळ : (ओळख) 19/05/2006 04:24 PM

दस्त नोंद केल्याचा दिनांक : 19/05/2006 04:25,PM

पावती क्र.:3805

दिनांक:19/05/2006

पावतीचे वर्णन

परेश एच पुजारा - -

:नोंदणी फी 100

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल 12Ó

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

2201, एकूण

वु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

ओळख:

खालील इसम असे निवेदीत करतात की, तो दस्तारेवज करून देणा याना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) सतिश ठक्कर +- - ,घर/फ्लॅट नं ख्रीकी 503, वुडलॅंड अपार्ट गल्ली/रस्ता: -

ईमारतीचे नावः --

ईमारत नं: -

पेट/वसाहत: --

शहर/गाव:--

तालुका: -

2) अजित नायर - - ,घर/फ़्लॅट नं: वरिलप्रीस्पी

गल्ली/रस्ता: --

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: --

शहर/गाव:-

तालुका: -पिन: -

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श्रमाधित करवेत की की, या ाने आहेतः मुंबह पन हर नरहा.

बद्द-3/3001 /२००६ युक्त इ.सां ३१, क्रमांक ्राचर 16012000) दिशंकः

ितंबन अवेधे क. अ मुंबई उपनार जिल्हा





भारत सरकार GOVERNMENT OF INDIA

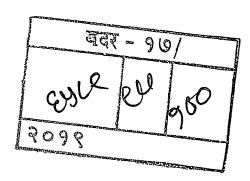


अजय कुमार सिंह Ajay Kumar Singh जन्म तिथि/ DOB: 15/06/1974 पुरुष / MALE



4657 8918 0127

MERA AADHAAR, MERI PEHACHAN



On soldi



भारतीयः विशिष्टि पहचान प्राधिकरण unique ibentification authority of India

त्रा. S/O: रामाधार सिंह, सिंह भवन, सर्वेस्वरी नगर्, रांची गॅस गोदाम, इटकी रोड, हेहल, राँची, झारखण्ड - 834005

Address

S/O: Ramadhar Singh, singh Bhawan, sarweswri nagar, ranchi gas Godam, Itki Road, Hehal, Ranchi, Jharkhand - 834005

4657 8918 0127



www.uidai.gov.in

513/6589

गुरुवार,20 जून 2019 6:45 म.नं.

दस्त गोषवारा भाग-1

बदर17

दस्त क्रमांक: 6589/2019

दस्त क्रमांक: बदर17 /6589/2019

बाजार मुल्य: रु. 1,37,35,055/-

मोबदला: रु. 1,50,00,000/-

भरलेले मुद्रांक शुल्क: रु.9,00,000/-

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

अ. क्रं. 6589 वर दि.20-06-2019

रोजी 6:51 म.नं. वा. हजर केला.

पावती:6905

पावती दिनांक: 20/06/2019

सादरकरणाराचे नाव: अजय कुमार सिंह

नोंदणी फी

30000.00

दस्त हाताळणी फी

2000.00

पृष्टांची संख्या: 100

एकुण: 32000.00

व्यात्मधेरी अंधेरी - ६ प्र. सह

दस्त हजर करणाऱ्याची सही:

मुंबई उपनगर जिल्हा. दस्ताचा प्रकार: सेल डीड

मुंबई उपनगर जिल्हा.

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हृद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हृद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 20 / 06 / 2019 06 : 51 : 55 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 20 / 06 / 2019 06 : 52 : 43 PM ची वेळ: (फी)

90 099

प्रतिज्ञापञ

रूक उन्हरेकन हा नींदणी कारक १६०८ अंतर्गत असलेल्या तस्तुदीनुसस्य नींदर्गास ्रश्व ोरोला 🗷 े परताबीस मनकूर, निष्मादक व्यक्ती, साक्षीसर व ार मंदी रा<mark>चता तमसली आहे. दस्ताची</mark> सत्यता वैज्ञा

जीवारक के संपूर्णपर्ध जवादवार राज्याला.

लिहन देणां 'ांकासहीत रवाक्षरी)

घेणारे (दिनांकासहीत स्वाक्षरी)

क्रमणित करणेत येते की ूया दस्तामध्ये एकूथ...9 6.0.पाने आहेत

र्यम निवंधक, अंधेरी क्र. ६ मुंबई उपनगर जिल्हा

