

AR
AKSHAYA
RESIDENCY
NHI Developers LLP & VBHC

AGREEMENT FOR SALE

FLAT No. 2005 WING A

MR/MS. Abhay Vishnu Salvi
Mrs. Shilpa Abhay Salvi.

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388/21486

Wednesday, December 27, 2023

3:49 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

गावाचे नाव: बोरीवली

दस्तऐवजाचा अनुक्रमांक: बरल-5-21486-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: अभय विष्णू साळवी

पावती क्र.: 23137 दिनांक: 27/12/2023

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3200.00

पृष्ठांची संख्या: 160

एकूण:

रु. 33200.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
4:08 PM ह्या वेळेस मिळेल.


सह दु.सि.का-बोरीवली-5

बाजार मुल्य: रु. 17803039.63/-

मोबदला रु. 25104400/-

भरलेले मूद्रांक शुल्क: रु. 1506300/-

सह दुय्यम निबंधक बोरीवली क्र. ५,

मुंबई उपनगर जिल्हा

1) देयक चा प्रकार: DHC रक्कम: रु. 1200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1223270013031 दिनांक: 27/12/2023

बँकेचे नाव व पत्ता:

2) देयक चा प्रकार: DHC रक्कम: रु. 2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1223274612903 दिनांक: 27/12/2023

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: M:1012928782202324M दिनांक: 26/12/2023

बँकेचे नाव व पत्ता:



BOREVALI-5

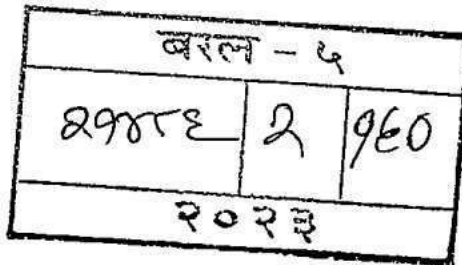
Delivery Date :-

CHALLAN
MTR Form Number-6



MH012928782202324M		BARCODE		Date	26/12/2023-12:28:05	Form ID	25.2
Department Inspector General Of Registration				Payer Details			
Stamp Duty		TAX ID / TAN (If Any)					
Registration Fee		PAN No.(If Applicable)		AASFN3123H			
Invoice Name BRL5_JT SUB REGISTRAR BORIVALI 5		Full Name		NHI DEVELOPERS LLP			
Location MUMBAI		Flat/Block No.		FLAT NO 2005 20TH FLOOR A WING AKSHAYA			
2023-2024 One Time		Premises/Building		RESIDENCY			
Account Head Details		Amount In Rs.					
0045501 Stamp Duty		1508300.00		Road/Street		JAYRAJ NAGAR MAHISHAMARDINI ROAD L T ROAD VAZIRA NAKA	
0063301 Registration Fee		30000.00		Area/Locality		BORIVALI WEST MUMBAI	
				Town/City/District			
				PIN		4 0 0 0 9 1	
				Remarks (If Any)			
				PAN2=ARMPS8655C~SecondPartyName=ABHAY VISHNU SALVI AND SHILPA ABHAY SALVI~			
				Amount In			
				Fifteen Lakh Thirty Six Thousand Three Hundred Rup			
		15,36,300.00		Words			
				ees Only			
Account Details PUNJAB NATIONAL BANK				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No.	
				03006172023122600390		261223M1422335	
Cheque/DD No.		Bank Date		RBI Date		26/12/2023-15:45:01	
						Not Verified with RBI	
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK			
Name of Branch		Scroll No. , Date		Not Verified with Scroll			

Payment ID : Mobile No. : 9820991028
 This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 चालन केवल दफ्तर निबंधक कार्यालय नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चालन लागू





CHALLAN
MTR Form Number-6



GRN	MH012928782202324M	BARCODE		Date	26/12/2023-12:28:05	Form ID	25.2
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Department Inspector General Of Registration		Payer Details					
Stamp Duty		TAX ID / TAN (If Any)					
Type of Payment Registration Fee		PAN No.(If Applicable)		AASFN3123H			
Office Name BRL5_JT SUB REGISTRAR BORIVALI 5		Full Name		NHI DEVELOPERS LLP			
Location MUMBAI		Flat/Block No.		FLAT NO 2005 20TH FLOOR A WING AKSHAYA			
Year 2023-2024 One Time		Premises/Building		RESIDENCY			

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN
0030045501 Stamp Duty	1506300.00	JAYRAJ NAGAR MAHISHAMPADINI ROAD L T ROAD VAZIRA NAKA			
0030063301 Registration Fee	30000.00	BORIVALI WEST MUMBAI			
		PIN 4 0 0 0 9 1			

Remarks (If Any)		PAN2=ARMPS8655C-SecondPartyName=ABHAY VISHNU SALVI AND SHILPA ABHAY SALVI-					
Total		Amount In Words	Fifteen Lakh Thirty Six Thousand Three Hundred Rupees Only				
15,36,300.00							

Payment Details PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK					
Cheque/DD Details		Bank CIN	Ref. No.	03006172023122600390	261223M1422335		
Cheque/DD No.		Bank Date	RBI Date	26/12/2023-15:45:01	Not Verified with RBI		
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK			
Name of Branch		Scroll No. , Date		1, 27/12/2023			

Department ID :
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 मोदणी न करवायाच्या दस्तांसाठी चदर चलान लागू आहे. मोदणी न करवायाच्या दस्तांसाठी चदर चलान लागू नाही.

Challan Defaced
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Sr. No.	Remarks	Defacement No.	Defacement Date	Use Id	Defacement Amount
1	(IS)-388-21486	0006840328202324	27/12/2023-15:48:54	IGR194	30000.00

GRN : MH012928782202324M Amount : 15,36,300.00

Bank : PUNJAB NATIONAL BANK Date : 26/12/2023-12:28

2	(IS)-388-21486	0006840328202324	27/12/2023-15:48:54	IGR194	150630
Total Defacement Amount					15,36,300

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Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1223274612903	Receipt Date	27/12/2023
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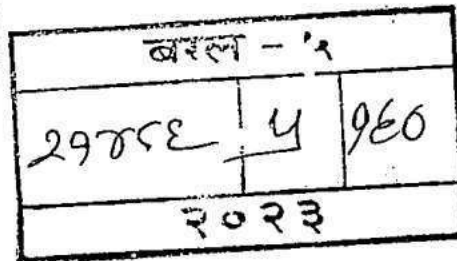
Received from DHC, Mobile number 7303575295, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 21486 dated 27/12/2023 at the Sub Registrar office Joint S.R. Borivali 5 of the District Mumbai Sub-urban District.



Payment Details

Bank Name	SBIN	Payment Date	27/12/2023
Bank CIN	10004152023122712113	REF No.	IGAQQAUGY7
Deface No	1223274612903D	Deface Date	27/12/2023

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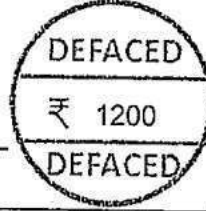
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 1223270013031

Receipt Date 27/12/2023

Received from DHC, Mobile number 7303575295, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered on Document No. 21486 dated 27/12/2023 at the Sub Registrar office Joint S.R. Borivali 5 of the District Mumbai Sub-urban District.



Payment Details

Bank Name SBIN

Payment Date 27/12/2023

Bank CIN 10004152023122712237

REF No. IGAQQAUNW0

Deface No 1223270013031D

Deface Date 27/12/2023

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai on this 27th day of DEC., 2023

BETWEEN

M/s NHI DEVELOPERS LLP, a Limited Liability Partnership Firm, incorporated under Limited Liability Partnership Act, 2008 and registered vide Registration No. AAV-4706 dated 14th January, 2021 (erstwhile known as Neo Housing And Infrastructure) having their office at Shop No. 1 & 2, Satyadeep CHS Ltd., Chikuwadi, Borivali- West, Mumbai 400092, hereinafter referred to as "the Promoter/Developer (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in title and assigns) of the; ONE PART.



AND

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(1) Mr. ABHAY VISHNU SALVI, Aadhaar No.842924168706 adult, Indian inhabitant, having address at B/16 MANDVI CO-OP-HOU-SOC.DEVIDAS LANE, BORIVALI WEST MANDAPESHWAR MUMBAI MAHARASHTRA 400103 and assessed to Income Tax under PAN No.ARMPS8655C, ; AND (2) Mrs. SHILPA ABHAY SALVI Aadhaar No. 823214151561 adult, Indian inhabitant, having his address at B/16 MANDVI CO-OP-HOU-SOC.DEVIDAS LANE, BORIVALI WEST MANDAPESHWAR MUMBAI MAHARASHTRA 400103 and assessed to Income Tax under PAN No.BDKPS0020G; hereinafter collectively referred to as "the Purchaser/s/Allottees", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual their respective heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs,

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executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-perceners and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of body corporate/company its successors and permitted assigns) of the OTHER PART.

WHEREAS :

a) M/s. Jayraj Builders had purchased a piece of land admeasuring 7079 square yards equivalent to 5919 square meters vide Agreement for Sale dated 30th March, 1979 from Mr. Vasant Parashuram Bhandari, Mrs. Devkubal Parashuram Bhandari, Mr. Jagannath Sitaram Bhandari, Mrs. Sakubal Sitaram Bhandari and others as more particularly referred to in the said Agreement for Sale, hereinafter referred to as "the Original Owners" of Plot bearing Survey No.38, Hissa No.3 and C.T.S. No.263 Village Borivali Taluka Borivali.

b) The said M/s. Jayraj Builders thereafter entered into an Agreement for sale (Package Deal) dated 31st March, 1979

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with Mr. Shekhar Sesappa Karkera being the Chief Promoter for the proposed Borivali Jay-raj Co-operative Housing Society Limited, Bombay whereby M/s. Jayraj Builders undertook to construct a building complex to be called as "Jayraj Apartments" with A1, A2, A3, A4, B, C, & D Wings/ Buildings which has been developed as one property on the basis of approved layout U/R No. CE/490-A/LOR dated 18th April, 1980 on the said plot.

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- c) As a consequence of the DP Road bifurcation the aforesaid plot of land, C.T.S. No.263 was split and a portion of land admeasuring 86.70 square meters was allotted C.T.S. No. 263(A) and the remaining portion of land admeasuring 5832.20 square meters was allotted C.T.S. No.263 (B) and that the aforesaid 2 plots were naturally subdivided by the MCGM DP Road.
- d) A portion of land admeasuring 605.10 square meters out of the aforesaid land bearing C.T.S. No. 263 (B) was acquired by MCGM for DP Road and further a portion of land admeasuring 309.00 square meters was transferred to C.T.S. No. 263(A) thereby reducing the area of land of C.T.S. No. 263(B) to 4918.10 square meters which is more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said Larger Property".
- e) AND WHEREAS out of the total area of 4918.10 square meters of "the said Larger Property" bearing C.T.S. No.263 (B), the said Jayraj Builders set aside an area of 737.72 square meters towards a recreation ground (RG) and another 111.38 square meters came to be allotted towards an internal access road thus leaving a balance area of 4068.80 square meters for construction.

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- f) The said M/s. Jayraj Builders constructed a building on a portion of land of "the said Larger Property" bearing Survey No.38, Hissa No.3, CTS No.263(B) of Borivali Village known as "Jayraj Apartments" with A1, A2, A3, A4, B & C Wings/ Buildings having Ground plus 4 (Four) Floors consisting 95 Residential Flats, with Occupation Certificate bearing No. CE/ 3920/BSII/AR dated 27th August, 1987 and handed over the possession of "the said property" to the Members of the proposed society who subsequently changed the name of the society and registered it as Akshaya



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operative Housing Society Limited, hereinafter called as "Akshaya CHS Ltd." or "The Said Society".

- g) The said Jayraj Builders, thereafter also constructed "Jayraj Apartments" D Wing/Building on "the said Larger Property" bearing Survey No.38, Hissa No.3, CTS No. 263(B) of Borivali Village, consisting of Ground plus 6 (Six) Floors and thereafter obtained Occupation Certificate bearing No. CE/ 4180/ BSII/ AR dated 15th November, 2006 and sold 18 flats and 7 shops to individual flat/ shop purchasers who had formed and registered a Co-operative Housing Society by the name "Jayshree Co-operative Housing Society Limited" under Registration No. BOM/WR/HSG/TC/3848/88-89 on 16th December, 1988 herein after for brevity sake referred to as "Jayshree CHS Ltd".



The said Jayshree CHS Ltd along with Akshaya CHS Ltd are, jointly, in respect of their proportionate share, seized and possessed of or otherwise well and sufficiently entitled to all the piece and parcel of land totally admeasuring 4918.10 square meters bearing City Survey No. 263 (B) in Village Borivali, Taluka Borivali, District Mumbai Suburban lying and being at Jayraj Nagar, Mahisha Mardini Temple Road, Vazira Naka, Borivali (West), Mumbai 400091 hereinafter referred to

as "the said Larger property" and more particularly mentioned in First Schedule herein.

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1) Jayshree CHS		

- Jayshree CHS comprising of 25 Members holding 18 Residential Flats and 7 Commercial Shops with each member holding shares in the Society. (hereinafter referred to as "Existing Members"). The detailed particulars of the shares and the flats/shops held and occupied by the Existing Members in the said Society/ Building Complex are described in "ANNEXURE-C" hereunder written (hereinafter referred to as the said "Existing Members Premises").

- j) By an Order dated 17th November, 2014 passed by the District Deputy Registrar, Co-operative Societies, Mumbai City

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(4) & Competent Authority u/s 5A of the Maharashtra Ownership Flats (Regulation, of the promotion of construction, sale, management and transfer) Act, 1963, the said Jayshree CHS Ltd. was granted Unilateral Deemed Conveyance in respect of the land having area admeasuring 858.06 sq meters, undivided share in the Recreation Ground (RG) and Internal access road out of CTS No. 263B, Survey No. 38, Hissa No.3, Sodawala Lane, Vazira Naka, Borivali (W), Mumbai-400091 admeasuring about 4918.10 square meters along with structures standing thereon known as Jayshree CHS Ltd., more particularly described in Second Schedule thereunder written. The order of Unilateral Deemed Conveyance granted in favour of Jayshree CHS Ltd. is annexed hereto at ANNEXURE-D.

k) Further by an Order dated 30th March 2016 passed by the District Deputy Registrar, Co-operative Societies, Mumbai City (4) & Competent Authority u/s 5A of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963, the said Akshaya CHS Ltd. the said Society referred to hereinabove, was granted Unilateral Deemed Conveyance in respect of land having area admeasuring 3,210.90 square meters, undivided share in the Recreation Ground and Internal access road out of CTS No.263 B, Survey No. 38, Hissa No.3, Sodawala Lane, Vazira Naka, Borivali(W), Mumbai-400091 admeasuring about 4918.10 square meters along with structures standing thereon known as Akshaya CHS Ltd. more particularly described in Third Schedule thereunder written.



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l) The Deed of Unilateral Deemed Conveyance granted in favour of Jayshree CHS Ltd. was registered in the Office of Sub-Registrar of Assurances, Borivali No.6 on 17th July, 2015 under serial number 6495.

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- m) The Deed of Unilateral Deemed Conveyance granted in favour of Akshaya CHS Ltd. was registered in the Office of Sub Registrar of Assurances, Borivali No-II on 04th February, 2017 under serial number 1356.
- n) The said both societies herein was constructed several years ago and the said buildings are now in a dilapidated condition structurally and requires a huge cost for the purpose of repairs and maintenance which is uneconomical and if undertaken can extend the life of the said building by only a few years and hence the parties of First and Second part. consider it desirable to demolish the existing building and reconstruct new building(s) by utilizing the proportionate Plot FSI and the TDR FSI relating to and arising out of the said larger property more particularly mentioned in the Third Schedule hereunder written.

- o) The Promoter/Developer, NHI DEVELOPERS LLP, a Limited Liability Partnership Firm, represented through its Partners, having its Registered Office at Shop No.1 & 2, Satyadeep CHS Ltd, Chikuwadi, Borivali (W), Mumbai 400092, has shown interest in developing both the properties belonging to Akshaya CHS Ltd. & Jayshree CHS. Ltd. and has offered various terms and conditions for redevelopment of both the societies; AND WHEREAS by Certificate of Registration on Conversion of "Neo Housing and Infrastructure" to "NHI Developers LLP" bearing LLP Identification No. AAV-4706, the Developers partnership firm is converted into NHI Developers LLP and registered pursuant to section 58(1) of the LLP Act, 2008. and all the acts of "Neo Housing and Infrastructure" are



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deemed to be done by "NHI Developers LLP".

p) The Developer has negotiated independently with Jayshree CHS Ltd. & Akshaya CHS. Ltd. and both the societies have agreed to join in the redevelopment of the said Larger Property, however, subject to a condition that the Developer executes two separate development agreements independently with the

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said two societies in respect of their respective proportionate share in the said Larger Property.

- q) The Society and the Developer have complied with directives issued by the State Government under section 79 (A) of the Maharashtra Co-operative Societies Act, 1960 appointing Developers for carrying out the redevelopment of the Society and now section 79 (A) is already completed and that the Developer shall provide a set of documents to the said society. Copy of Resolution is annexed hereto and marked as **ANNEXURE "A"**.
- r) After the mutual agreement between Jayshree CHS Ltd. & Akshaya CHS. Ltd., it became necessary to execute a Tripartite Agreement/ Memorandum of Understanding to bind all the parties together on the terms and conditions mutually agreed amongst each other;
- s) By a Tripartite Memorandum of Understanding dated 27th July, 2019 executed by and between the Developers herein along with Jayshree CHS Ltd. & Akshaya CHS. Ltd., the parties thereto reduced in writing, all the broad terms and conditions of the redevelopment of the Property, with a further condition to execute Separate Development Agreements in respect of the proportionate share of Jayshree CHS Ltd. & Akshaya CHS Ltd. in the said Larger Property.
- t) An authenticated copy of the Title Certificate of the Advocate certifying the right / entitlement of the Developer is annexed hereto and marked as **ANNEXURE "B"** hereto (hereinafter referred to as "the said Title Certificate").
- u) An authenticated copy of the Property Card of the said Land is annexed hereto and marked as **ANNEXURE "C"**.



ANNEXURE		
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v) In view of the aforesaid, by and under a Development Agreement dated 12th July, 2021, duly registered with the office of the Sub Registrar of Assurances Borivali -5 under Serial No. BRL -5/ 9550/2021 & BRL-5/9819/2021 (hereinafter referred to as the "the Development Agreement"), executed between the Jayshree CHS Ltd. & Akshaya CHS Ltd. (therein referred to as the Society) of the One Part and the Developer (therein referred to as the Developer) of the Other Part, the Society granted to the Developer and the Developer acquired from the Society the rights to redevelop the said Land, being the plot of land situate at Jayraj Nagar, Mahisha Mardini Road, L.T. Road, Vazira Naka, Borivali (West), Mumbai-400091 in the revenue Village of Borivali, Taluka Borivali, within the limits of Greater Mumbai in the district and registration sub-district of Mumbai Suburban District bearing C.T.S. No. 263 (B) measuring 4918.10 Square Metres and the Old Building for the consideration and on the terms and conditions mentioned therein. Both the Societies also executed a Power of Attorney dated 12th July, 2021 registered with the office of the Sub Registrar of Assurances Borivali -5 under Serial. No. BRL-5/9564/2021 & BRL-5/10016/2021 in favour of the Developer with respect to the redevelopment of the said



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the Old Building for the purposes more particularly mentioned therein. Copy of Index-II of the Development Agreement dated 12th July, 2021 annexed hereto and marked as ANNEXURE "D" Colly.

w) The Developer has proposed to construct one Residential building comprising of two wings and one Commercial building with common areas, facilities and amenities (hereinafter referred to as "the Real Estate Project"). Accordingly the Municipal Corporation of Greater Mumbai, (hereinafter referred to as "the

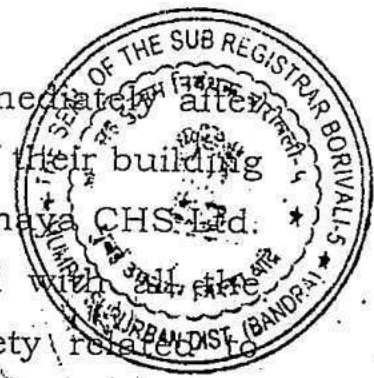
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M.C.G.M.") has approved the layout plan of the said Real Estate Project and a copy of the Intimation of Disapproval (IOD) bearing No.P-8453/2021/ (263/B)/R/ C-Ward/BORIVALI-R/C/IOD/1/New & P-8454/2021/ (263/B)/R/C-Ward/ BORIVALI-R/C/IOD/1/New dated 31st January, 2022 issued in the name of the Developer. Copy of Layout plan is annexed hereto and marked as **ANNEXURE "E"** and Copy of IOD dated 31st January, 2022 is annexed hereto and marked as **ANNEXURE "F"** Colly.

- x) Both the Societies handed over quiet, vacant and peaceful possession of the said land and old building to the Developer in the month of October 2022 for demolition of the said old building.
- y) Both the societies shall initiate steps immediately after vacating the building or upon demolition of their building to get Jayshree CHS Ltd. merged with Akshaya CHS Ltd. Then Akshaya CHS Ltd., who shall deal with all the relevant day to day affairs of the Society related to Redevelopment Project. The redeveloped building will be under the aegis of Akshaya CHS Ltd. consisting of residential and commercial building and the parking area for all the members will be common.
- z) The Developer is entitled to construct the Real Estate Project on the said Land in accordance with the recitals hereinabove. An authenticated copy of the COMMENCEMENT, CERTIFICATE No. P-8453/2021/ (263/B) R/ C- WARD/ BORIVALI-R /C/CC1 / NEW DT. 12.02.2023 & COMMENCEMENT CERTIFICATE No. P 8454/2021 / (263/B)R/ C-WARD/ BORIVALIR/ C/ CC1 / NEW DT.12.02.23 Issued by the M.C.G.M. is annexed hereto and marked as **ANNEXURE "G"**.
- aa) The Developer has entered into standard Agreement with Mr. Anil Shirgaonkar of M/s. Mhatre, Wagle



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Sub-Registrar		

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Shirgaonkar and Mr. Vivek Bhole of M/s. Vivek Bhole Architects Pvt. Ltd., an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

bb) The Developer has appointed a structural Engineer Mr. Abhijit Phatarpekar of M/s. A.V.P. Structural Consultant for the preparation of the structural design and drawings of the building. The Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.

cc) The Allottee is offered a Flat bearing No.2005 in "A" Wing, on the 20th floor, (hereinafter referred to as "the said Unit") in the said Real Estate Project being constructed by the Developer. The said Unit is more particularly described in the Second Schedule hereunder written.

dd) On demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Developer's Architects, Mr. Anil Shirgaonkar of M/s. Mhatre Wagle Shirgaonkar and Mr. Vivek Bhole of M/s. Vivek Bhole Architects Pvt. Ltd. and of such other documents as are specified under the RERA and the Rules and Regulation made thereunder, and the Allottee has satisfied herself about the title of the said Land and has found the same to be clear, marketable and free from encumbrances.



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ee) An authenticated copy of the plan and specifications of

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the Units agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as ANNEXURE "H" hereto.

ff) The Developer has registered the Real Estate Project with the Real Estate Regulatory Authority (hereinafter referred to as "Authority") under the provision of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") read with the provision of the 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 (hereinafter referred to as "RERA Rules"). The Authority has duly issued a Certificate of Registration bearing No.P51800049511 Dt. 15.02.2023 (hereinafter referred to as "the RERA Certificate") for the Real Estate Project and a copy of the RERA Certificate is annexed hereto and marked as ANNEXURE "I".

gg) The principal and material aspects of the development of the Real Estate Project as sanctioned under RERA Certificate, are briefly stated below :-



hh) The Real Estate Project consists of two buildings known as "Akshaya Residency" Wing A & Wing B & Akshaya Commercial Complex" (hereinafter referred to as "the said building")

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ii) The said building shall comprise flats and Commercial Unit consisting of total 210 (Two Hundred and Ten) residential flats in A & B wings of Akshaya Residency and 7 Shops on ground floor and 7 (Seven) Commercial Units in Akshaya Commercial Complex

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building as per the details provided in the proposed layout.

jj) Total FSI of 14402.41 square meters has been sanctioned for consumption in the construction and development of the Real estate Project. The Developer proposes to eventually consume a further FSI of 13806.78 square meters for Residential buildings and further FSI of 595.63 square meters for Commercial building aggregating to total FSI of 14402.41 square meters in the construction and development of the Real Estate Project.

kk) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the Third Schedule hereunder written (hereinafter referred to as "Real Estate Project Amenities").



The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and Planning and Architectural consultant's Certificate / Report. The Allottee has agreed and consented to the development of the Real Estate Project. The Allottee has also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has

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understood the documents and information in all respects. The above details along with the annexures to the RERA Certificate and further aspects of the proposed future and further development of the said Land ("Proposed Future and Further Development of the said Land") are available for inspection on the website

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of the Authority at <https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificate at **ANNEXURE "I"** hereto.

nn) The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approval from various authorities from time to time, so as to obtain Occupation Certificate/ Building Completion Certificate of the Real Estate Project, the nature of development of the said Land would constitute a mixture of users as may be permissible under applicable laws from time to time.

oo) While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed, and performed by the Developer while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the M.C.G.M.

pp) The Developer has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

qq) The Allottee's is/are desirous of purchasing ~~one~~ said Unit bearing No. **2005** in A wing, on the **20th** floor of the Real Estate Project. The RERA carpet area of the said Unit is **933** square Feet i.e **86.69** square meters and "RERA carpet area" means the net usable floor



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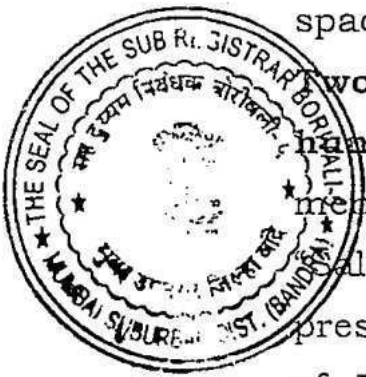
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area of the said Unit excluding the area covered by the external walls, areas under service shaft, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Unit.

rr) By virtue of the Development Agreement / Power of Attorney, the Developer has the sole and exclusive right to sell the said Unit in the Real Estate Project to be constructed by the Developer, and, to enter into this Agreement with the Allottee of the said Unit and to receive the sale consideration in respect thereof.

ss) The Developer has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Developer, the said Unit and/or with covered parking space, at or for the price of **Rs. 25104400/- (Rupees Two Crore fifty one lakhs four thousand and four hundred Only)** and upon the terms and conditions mentioned in this Agreement (hereinafter referred to as "Sale Consideration"). Prior to the execution of these presents, the Allottee has bpaid to the Developer a sum of **Rs.2510440/- (Rupees Twenty Five Lakhs Ten Thousand four hundred and forty Only)**, being part payment of the Sale consideration of the Flat/Unit agreed to be sold by the Developer to the Allottee as advance payment (the payment and receipt whereof the Developer does hereby admit and acknowledge). The



Allottee has agreed to pay to the Developer balance of the Sale Consideration in the manner hereinafter appearing.

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tt) The photocopies of the following documents are annexed hereto as annexure as set out hereinafter :

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- i) Akshaya CHS in its Annual General Meeting held on 3rd January 2021 & Jayshree CHS EGM held on 13/07/ 2019 Resolution passed by both the Society as Annexure - "A".
- ii) Title Certificate dated 28th January 2023 as Annexure - "B".
- iii) Property Card in respect of the said plot as Annexure "C".
- iv) Index - II of the Development Agreement dated 12th July, 2021 as Annexure - "D".
- v) The Layout Plan of the new building as Annexure - "E".
- vi) I.O.D. bearing No. P8453 / 2021 / (263/B)/ R/C-Ward/ BORIVALI-R /C/ IOD/1/ New & I.O.D. bearing No.P 8454 /2021/(263/B)/R/C-Ward/BORIVALI-R/C/IOD/1/New dated 31st January, 2022 as Annexure - "F" Colly.
- vii) Commencement Certificate bearing No-P-8453/ 2021/(263/B)/R/CWARD/ BORIVALI- R/ C/ CC1/ NEW dated 12th January, 2023 & Commencement Certificate No. P-8454/2021/ (263/B)/R/ C-WARD/BORIVALI-R/C/CC1 /NEW Dated 12th January, 2023 as Annexure - "G".
- viii) Typical floor plans and specifications approved by the local authority in respect of the said Unit as Annexure - "H"
- ix) Certificate bearing No. P-5180004951 R issued by Maharashtra Real Estate Regulatory Authority as Annexure - "I".



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x) Under Section 13 of the RERA the Developer is required to execute a written agreement for sale of the said Unit with the Allottee i.e., this Agreement and is also required to register this Agreement under the provision of the Registration Act, 1908.

uu) 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.



In accordance with and subject to the terms and conditions set out in this Agreement, and as mutually agreed upon by and between the parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Flat Unit as set out herein below.

NOW THEREFORE, THIS AGREEMENT AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW:

1) **THE RECITALS FORM OF THE AGREEMENT:-**

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section

of this Agreement are only for convenience, and are not intended in derogation of RERA.

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2) **DESCRIPTION OF THE PROJECT:**

a) The Developer shall construct the Real Estate Project being (1) One residential building known as "Akshaya Residency" consisting of two Wings "A" & "B" with

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Ground Floor Plus 22 Storeys, each with Ground (part)/Stilt (part) Plus 1st to 3rd Podium (Parking) Plus 4th Podium (Partly for Parking and partly for Amenities such as Paved Garden, Fitness Center, Play Area Plus 5th to 22nd Upper Residential Floors to accommodate Residential Flats. And (1)One Commercial Complex known as "Akshaya Commercial Complex" consisting of 7 Shops on the Ground Floor + 2nd & 3rd Floors consisting of Parking Podiums Plus 1st, 4th Part Upper Floors comprising Offices on the Project Land in accordance with the plans, designs and specifications approved by the M.C.G.M. from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the Third Schedule hereunder written.

PROVIDED THAT the Developer shall have to obtain prior consent in writing of the Allottee in respect of any variations or modification which may adversely affect the said Unit of Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.



3) PURCHASE OF THE FLAT / COMMERCIAL UNIT AND SALE CONSIDERATION:

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A) On demand of the Allottee/s, the Developer/s have given inspection to the Allottee/s of all the documents of title relating to the said Property, the Plans, designs and specification prepared by the Developers' Architects and all other documents as are specified under the RERA Rules and Regulations made thereunder. The Allottee/s has understood the documents and information in all respects. The Allottee/s has agreed and

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consented to the development of the Project.

B) The Allottee/s after having investigated and being fully satisfied in respect of title of the Developers to the said property, the Allottee hereby agrees to purchase and acquire from the Developer, and the Developer hereby agrees to sell to the Allottee, the said **Flat No. 2005** admeasuring **933 square Feet** carpet area as per RERA, in **A Wing**, on the **20th** floor in the said building along with **1 Car parking space No.5 on 3rd Podium** on Ownership basis (the said Unit is more particularly described in the Second Schedule and is are shown in the floor plan annexed and marked as Annexure "H" hereto) at and for the total consideration of **Rs. 25104400/-** (**Rupees Rupees Two Crore fifty one lakhs four thousand and four hundred Only**) .



The Allottee hereby agrees to purchase from the Developer, and the Developer hereby agrees to sell to the Allottee, one covered parking space system being constructed on the said land. Further that the Allottee shall not in the future raise any dispute about the suitability of the said parking space as constructed by the Developer.

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The Allottee has paid before execution of this Agreement a sum of **Rs.2510440/-** (**Rupees Twenty five lakhs ten thousand four hundred and forty Only**) as advance payment and hereby agrees to pay to the Developer the balance amount of the Sale consideration of **Rs.22593960/-** (**Rupees Two crore Twenty Five lakhs Ninety Three thousand nine hundred and sixty Only**) in following manner :-

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Sr. No	Event	Payment in %	Amount in INR - Rupees
1	On booking and before execution of agreement	10%	NIL
2	On or Before execution of Agreement And Simultaneously with registration of this Agreement under the Registration Act, 1908	20%	50,20,880.00
3	On completion of Plinth	10%	25,10,440.00
4	On Commencement of 4 th podium	4%	10,04,176.00
5	On completion of 5 th floor slab	2.50%	6,27,610.00
6	On completion of 6 th floor slab	2.50%	6,27,610.00
7	On completion of 7 th floor slab	2.50%	6,27,610.00
8	On completion of 8 th floor slab	2.50%	6,27,610.00
9	On completion of 9 th floor slab	2.50%	6,27,610.00
10	On completion of 10 th floor slab	2.50%	6,27,610.00
11	On completion of 11 th floor slab	2.50%	6,27,610.00
12	On completion of 12 th floor slab	2.50%	6,27,610.00
13	On completion of 13 th floor slab	2.50%	6,27,610.00
14	On completion of 14 th floor slab	2.50%	6,27,610.00
15	On completion of 15 th floor slab	2.50%	6,27,610.00
16	On completion of 16 th floor slab	2.50%	6,27,610.00
17	On completion of 17 th floor slab	2.50%	6,27,610.00
18	On completion of 18 th floor slab	2.50%	6,27,610.00
19	On completion of 19 th floor slab	2.50%	6,27,610.00
20	On completion of 20 th floor slab	2.50%	6,27,610.00
21	On completion of 21 st floor slab	2.50%	6,27,610.00
22	On completion of 22 nd floor slab	2.50%	6,27,610.00
23	On completion of Brick Work of the said apartment	2%	5,02,088.00
24	On completion of Tiling work of the said apartment	2%	5,02,088.00
25	On completion of Painting Work of the said apartment	2%	5,02,088.00
26	On completion of Electrical Fittings of the said Premise & Before taking Possession/OC	5%	12,55,220.00
	TOTAL	100%	22593960.00

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C) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Goods & Service Tax and all levies, duties and cesses or any other indirect taxes which may be levied in connection with the construction of and carrying out the Project and/or with respect to the said Unit and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable /payable now or which may become applicable/ payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Unit, shall be borne and paid by the Allottee alone and the Developer shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by



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The Allottee shall be entitled to deduct Tax Deducted at Source ("TDS") in accordance with the provisions of the Income Tax Act, 1961 from every payment made to the Developer towards the Sale Consideration. The Allottee shall forthwith (however not later than the prescribed time limit in accordance with law) deposit the said amount deducted as TDS with the Government Treasury in the account of the Developer and shall furnish the requisite TDS Certificate to the Developer. Non-payment of TDS amount and non-furnishing of TDS Certificate by the Allottee in the name of the Developer shall be considered as a breach of this Agreement.

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E) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation/demand, published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

F) The Developer may, in its sole discretion, allow a rebate for early payment of any of the abovementioned installments payable by the Allottee by discounting such early payments at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum for the period by which the respective installment has been preponed. The provision for rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Developer.



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G) The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupation Certificate is granted by the M.C.G.M., by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale consideration payable on the basis of the carpet area of the Flat Unit shall be recalculated upon confirmation by the Developer. If there is any reduction in carpet area more than the defined limit of 3%, then, the Developer shall refund the excess money paid by

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Allo tee within 45 (forty five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Units. It is clarified that the payments to be made by the Developer/Allottee, as the case may be, under this Clause 3(iv) shall be made at the same rate per square meter as agreed in the clause 3 (i).

- h) The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding, if any, in his /her name as the Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his/her payments in any manner.



Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions which may have been imposed by the M.C.G.M. or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Unit to the Allottee, obtain from the M.C.G.M., the Occupation Certificate or Completion

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certificate in respect of the said Unit, as may be

applicable.
5) Time is of essence of this Agreement for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Real Estate Project and handing over the Unit to the Allottee and the common areas in the Real Estate Project to the

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Society after receiving the Occupation Certificate in respect thereof. Similarly, the Allottee shall made timely payments of all installments of the Sale Consideration and other dues payable by him/her and meeting, complying with and fulfilling all its other obligations under this Agreement. Subject to the simultaneous completion of construction by the Promoter/Developer as provided hereinabove.

6) FSI, TDR AND DEVELOPMENT POTENTIAL WITH RESPECT TO THE SAID BUILDING ON THE SAID LAND:

The Allottee hereby agrees, accepts and confirms that the Developer proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital jj- above and as per the plans, proformas and specifications pertaining thereto and as per the Proposed Layout and potential and the Allottee has agreed to purchase the said Unit based on the unfettered and vested rights of the Developer in this regard. The Developer is entitled to modify and/or substitute the proposed future and further development of the said Land, in full or in part, as may be required by the applicable as from time to time.



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POSSESSION DATE, DELAYS AND TERMINATION

a) The Developer shall give possession of the Unit to the Allottee on or before 31st December, 2026 (hereinafter referred to as "Possession Date"). Provided however, that the Developer shall be entitled to extension of time for giving delivery of the Unit on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors :-

- i) war, civil commotion or act of God ;

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ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court authority;

b) If the Developer fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Unit to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 7 (i) above), then the Allottee shall be entitled to either of the following options:-

i) Call upon the Developer by giving a written notice by Courier/ E-mail/Speed Post A.D./Registered Post A.D. at the address provided by the Developer (hereinafter referred to as Interest Notice”), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending plus 2% per annum (hereinafter referred to as “the Interest Rate”) thereon for every month of delay from the Possession Date, on the Sale Consideration paid by the Allottee. The interest shall be paid by the Developer to the Allottee till the date of offering to hand over possession of the said Unit by the Developer to the Allottee;



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OR

ii) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Developer by Courier / E-mail /Speed Post A.D./ Registered Post A.D. at the address provided by the Developer (hereinafter referred to as “Allottee Termination Notice”). On receipt of the Allottee Termination Notice by the Developer, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Allottee Termination Notice by the Developer, the Developer shall refund to the Allottee the amounts already received by the Developer under this Agreement with interest at the Interest Rate to be computed

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from the date the Developer received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Developer (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Developer and/or the said Unit and/or car park and the Developer shall be entitled to deal with and/or dispose of the said Unit and/or the car park in the manner it deems fit and proper. The Developer shall not be liable to refund to the Allottee the GST, cess, any other direct or indirect taxes and / or interest thereon paid on the Sale Consideration by the Allottee to the Developer.

c) In case the Allottee elects its remedy under sub-clause (ii) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub clause (i) above.

d) If the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Developer interest at the Interest Rate, on all and any such delayed payment computed from date such amount was due and payable till the date amounts are fully and finally paid together with the interest thereon at the Interest Rate.



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without prejudice to the right of the Developer to charge interest at the Interest Rate Mentioned at Clause 7(d) above, and any other rights and remedies available to the Developer, on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and the Allottee committing three defaults of payment of installments, the Developer shall be entitled, at its own option and discretion, to

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terminate this Agreement Provided that, the Developer shall give a notice of 15 (fifteen) days in writing to the Allottee (hereinafter referred to as "Default Notice"), by Courier/E-mail/Speed Post A.D./ Registered Post A.D. at the address provided by the Allottee, terminate this agreement with details/s of the specific breach or of its intention to breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Developer



shall be entitled to terminate this Agreement by issuance of written notice to the Allottee (hereinafter referred to as "Developer Termination Notice"), by Courier/E-mail/Speed Post A.D./ Registered Post A.D. at the address provided by the Allottee. On receipt of the Developer Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this

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agreement in the manner and stated in this sub-clause, the Developer shall be entitled to forfeit 10% (ten percent) of the Sale Consideration as and by way of agreed genuine pre-estimate of liquidated damages (hereinafter referred to as "Liquidated Damages"). Within a period of 30 (thirty) days of the Developer Termination Notice, the Developer shall, after deduction of the liquidated damages, refund to the Allottee the amounts already received by the Developer under this Agreement. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Developer and/or the said Unit and/or car park and the Developer shall be entitled to deal with and/or dispose of the said Unit and/or car parks in the manner it deems fit and proper. The Developer shall not be liable to refund to the Allottee the GST, cess, any other direct or indirect taxes

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and/or interest thereon paid on the Sale Consideration by the Allottee to the Developer.

f) The Allottee and the allottees of the other premises shall join in the formation and registration of the Organisation and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organisation including bye-laws of the Organisation 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 Organisation under Section 10 of the Act within the time limit prescribed under Rule 8 of the Act or such other extended time which the Developer may deem fit and proper and 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. The Developer reserves the right to form either a single organization of all Building/ s and/or may form individual and separate organization for Building and the Purchaser agrees to the same.

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In such event, the allottee agrees to abide by any and all rules, conditions, rules and/or regulations that may be imposed by the Developer or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Plot and common areas and facilities within the Larger property and Buildings constructed thereon.

8) The Common areas, facilities and amenities in the said Project



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that may be usable by the Allottee are listed in the Third Schedule hereunder written. The internal fitting and fixtures in the said Unit that shall be provided by the Developer are listed in the Fourth Schedule hereunder written.

9) **PROCEDURE FOR TAKING POSSESSION:**

a) Upon obtainment of the Occupancy Certificate from the M.C.G.M. and upon payment by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Developer shall offer possession of the said Unit to the Allottee in writing ("Possession Notice") by Courier/E-mail/Speed Post A.D./Registered Post A.D. at the address provided by the Allottee. The Allottee agrees to pay the maintenance charges as determined by the Developer or the Society, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project, provided the Allottee has made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement. The promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter



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The Allottee shall take possession of the said Unit within 15 days of the Possession Notice.

c) Upon receiving the Possession Notice from the Developer as per Clause 9(a) above, the Allottee shall take possession of the said Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer, and the Developer shall give possession of the said Unit to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the

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Unit within the time provided above in this Clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Unit, as applicable and as shall be decided by the Developer/Society.

d) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Unit, of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land to the Society.



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10) **DEFECT LIABILITY PERIOD:**

If within a period of 5 (five) years from the date of handing over the said Unit to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the said Unit 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 Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the RERA. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other Allottees in the Real Estate Project or by wear and tear in regular course.

11) For the purpose of defect liability works, the said liability shall be those which are not covered under the maintenance of the

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said Building as stated in this Agreement. Further, it is agreed by the Allottee that any damage or changes done within the units sold or in the Building by the Allottee and/or any other Allottees or by any third person on behalf of the Allottee, then the Allottee expressly absolves the Developer from the same liability and specifically consent that on such act done, the Allottee shall waive his/her/their rights to enforce the defect liability on and towards the Developer. Furthermore, the Developer shall not be responsible for any defect occurring during the defect liability period as mentioned hereinabove where (i) the manufacturer warranty as shown by the Developer to the Allottee ends before the defect liability period; and (ii) such warranties are covered under the maintenance of the said Building and if the annual maintenance contracts are not done/renewed by the Allottees/s / society. The Real Estate Project as a whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors / manufacturers that all equipment's, fixture and fittings shall be maintained and covered by maintenance/warranty contracts so as to the same be sustainable and in proper working conditions to continue warranty in both the said Unit and the common project amenities, wherever applicable. That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the said building includes minor hairline cracks on the external and internal wall excluding the RCC structure which happen due to variation in temperature of more that 20 degrees Celsius and which do not amount to structural defects, and hence, cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, the Developer shall appoint an expert / surveyor who shall survey and assess the same and shall then submit a report to state the defect in materials used, in the structure built of the said



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building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The said report shall be final and binding on the Allottee.

- 12) The Allottee shall use the said Unit or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car pit puzzle parking space only for purpose of parking vehicle, if the parking space allotted by the Developer.
- 13) The Allottee hereby indemnified and keep indemnified the Developer against and all claims, expenses charges, demands, actions, and liabilities whatsoever arising by reason of the breaches by the Allottee of any of the terms of this Agreement.

14) MEMBERSHIP OF THE SOCIETY :-

- a) The Allottee shall, along with other allottees of Units in the Real Estate Project, be joined as members of the Akshay CHS Ltd.
- b) For this purpose, the Allottee shall from time to time sign and execute the application for membership and all other forms, writing and documents necessary for becoming a member thereof, including the bye laws of the Society and shall duly fill in, sign and return to the Society within 7 (seven) days of the same being made available to the Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- c) The Society shall admit all purchasers of Units in the Real Estate Project as members.
- d) The Society shall be responsible for the operation and



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management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

15) The Allottee shall, before delivery of possession of the said Unit in accordance with Clause 14 above, deposit the following amounts with Society

a) **Rs. 500 + Rs. 100 = Rs. 600/-** (Rupees Six Hundred Only) for share money, application entrance fee of the Society.

b) **Rs. 30,000/-** (Rupees Thirty Thousand only) for proportionate share of Deposit for Electric Meter, Gas, Water Connection etc. in respect of the Unit in the Society.

c) **Rs. 1,34,352/-** (Rupees One Lakh Thirty Four Thousand Three Hundred and Fifty Two only) plus GST (as applicable) for proportionate share of taxes and other charges/ levies in respect of the Society for the one year.



Allottee shall pay to the Developer a sum of **Rs. 34,850/-** (Rupees Three Lakhs sixty four thousand eight hundred and fifty rupees only) plus GST (as applicable) for

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The Allottee shall pay to the Developer a sum of **Rs. 25,000/-** (Rupees Twenty Five Thousand only) for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developer in connection with this Agreement, the transaction contemplated hereby for preparing other deeds, documents and writings before the delivery of possession of the Unit.

18) The Developer has informed the Allottee that there may be

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common passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Developer has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common for the Allottee along with other purchasers of units in the Real Estate Project and/or on the said Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats Unit on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Developer and the Allottee agrees to pay the same regularly without raising any objection or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats Unit in the Real Estate Project shall object to the Developer laying through, or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for the said Building and/or any other buildings/ towers adjoining the said Land.



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- 19) The Real Estate Project will be constructed with deficiency/ concessions in open spaces/ joint open spaces and that the Allottee will not object to the development of adjoining plots with deficient open spaces. Further, the Allottee shall sign and execute all declarations, affidavits, NOCs, etc., as may be necessary to be submitted with the MCGM and other concerned authorities in the course of redevelopment of the said land and further that this agreement be treated as consent and No Objection from the Allottee for redevelopment of the said land in accordance with provision hereof

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20) REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developers hereby represents and warrants to the Allottee's as follows, subject to what is stated in this agreement and all its Schedules and Annexes, subject to what is stated in Title Certificate and subject to the RERA Certificate :-

- a) The Developer has clear and marketable title with respect to the said land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the real estate project;



The Developer has lawful rights and requisite approval from competent Authorities to carry out development of real estate project and shall obtained requisite approvals from time to time to complete the development of Real Estate Project;

There are no encumbrances upon the Real Estate Project.

द) There are no litigation pending before any court of law with respect to the Real Estate Project;		
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All approvals license and permit issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, license and permits to be issued by competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Developer has been and shall, at all-time, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;		

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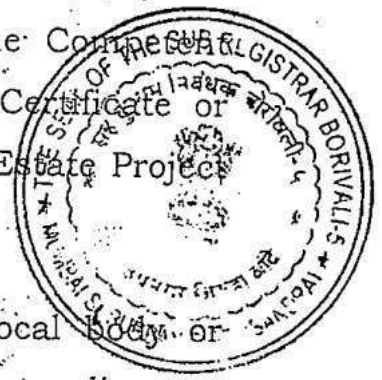
f) The Developer has right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

g) 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 said Land and the said Unit, which will, in any manner, adversely affect the rights of Allottee under this Agreement;

h) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;

i) The Developer has duly paid and shall continue to pay and discharge undisputed government dues, rates charges and taxes other monies, levies, imposition, premium, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Competent Authorities till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and thereafter shall be borne by the Society;

j) No notice from the Government or any other local authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Developer in respect of the Land and/or the Real Estate Project except those disclosed in the Title Report.



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21) The Developer may appoint a third party/ agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.

22) The Developer shall be entitled to designate any spaces/areas

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on the said Land or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provisions and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units to be constructed thereon. Such designation may be undertaken by the Developer on lease, leave and license basis or such other method as the Developer may be deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Developer may require and maybe utilized common including by purchaser/s of units in the Real Estate Project/on the said Land as the case may be. The Developer and its workmen/agents/contractors/employees



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any third-party contracts shall be entitled to access and service infrastructure and utilities over the said Land.

all or any of the purposes mentioned under this Agreement, the Developer shall be entitled to keep and/or store any construction materials, on any portion of the said Land, and/or to have additional Electricity Supply and/or additional Water Supply, and for the purpose of construction to do all such further acts, deeds, matters, and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/or indirectly, shall not do any act, deed, matter or thing, whereby the Developer may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.

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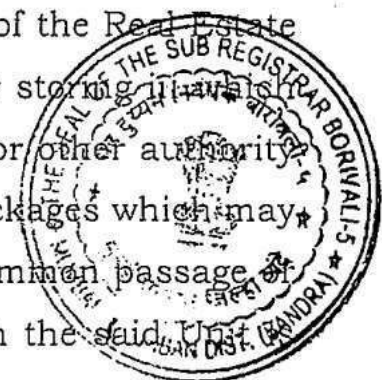
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24) REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S /ALLOTTEES/S :-

a) The Allottee with intention to bring all persons into whosoever hands the Flats/ Commercial Unit and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Developer as follows:-

b) To maintain the said Unit at the Allottee's own cost in good and tenable repair condition from the date of possession of the said Unit is offered and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye- laws or change/alter or make addition in or to the said Building in which the said Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities and the Developer.

c) Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or as so heavy as to damage the construction or structure of the Real Estate Project in which the said Unit is situated or storing ill-avaled goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircase, common passage or any other structure of the building in which the said Unit is situated, including entrance of the Real Estate Project in which the said Unit is situated and in case any damage is caused to the Real Estate Project in which the said Unit is situated or the said Unit on account of negligence or default of the Allottee in the behalf, the Allottee shall be liable for the consequence of the breach.



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d) To carry out at Allottee's own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order, in which it was delivered by the Developer

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to the Allottee and shall not do or suffer to be done anything, in or to the Real Estate Project in which the said Unit is situated or the said Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to be concerned local authority and/or other public authority.

- e) Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said Unit and the other parts of the Real Estate Project in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Unit without the prior written permission of the Developer and/or the



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Not to do or permit to be done any act or thing which may render or voidable any insurance of the said Land and/or the Real Estate Project in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the

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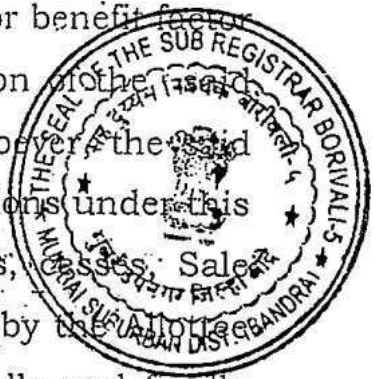
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compound or any portion of the said Land and/or the Real Estate Project in which the said Unit is situated.

- h) Pay to the Developer within 15 (Fifteen) days of demand by the Developer, her share of maintenance charges, security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Real Estate Project in which the said Unit is situated.
- i) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, water, electricity and piped gas charges, insurance, and such other levies, if any, imposed by the concerned local authority and/or government.
- j) Not to change the user of the said Unit without the prior written permission of the Developer and/or Society;
- k) The Allottee Shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Unit or dispose of or alienate otherwise howsoever the said Unit and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, Consideration and all other amounts payable by the Allottee to the Developer under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate, if any. In the event the Allottee is desirous of transferring the said Unit and/or its rights under this Agreement prior to making such full and final payment, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Developer.



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- l) The Purchaser/s/Allottee/s and persons to whom the said Unit is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all

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acts, deeds and things, as the Developers may require for safe-guarding the interest of the Developers and/or the Purchaser/s/Allottee/s and other Purchaser/s/Allottee/s of the said Unit in the said New Building being constructed on the said Plots.

- m) The Allottee shall observe and perform all the rules and regulations which the Society may adopt and its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Unit in the Real Estate Project and shall pay and contribute regularly punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.



The Allottee shall permit the Developer and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit and the Real estate Project or any part thereof to view and examine the state and condition thereof.

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undertaking, declarations, indemnity bond/bonds, deeds and writing/s given/executed and/or may be executed by the Developer in favour of M.C.G.M. and the concerned bodies/authorities in respect of the said Land and its development shall be binding upon the Allottee/s and Society of the purchaser/s of the Unit.

- p) Till the entire development of the said Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the un-

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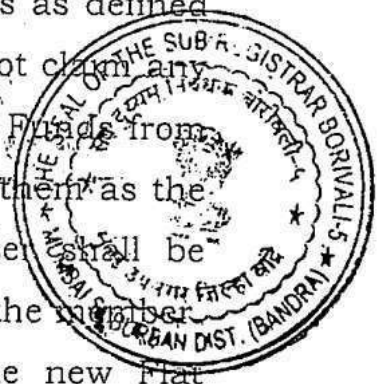
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allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Developer in this regard.

q) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved plans so as to prevent the Developer, or any of their nominees or transferees from

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r) The Purchaser/s/allottee/s confirm/s having knowledge that the Developers is entitled to the said Developers Commercial Premises and said developers' exclusive amenities as defined in Recital "N" and clause 16. The Society shall not claim any transfer Fee including contribution of the Corpus Funds from the Developers and their nominees for admitting them as the member of the Society. The new Flat Purchaser shall be bound to comply with all procedure for becoming the member. After becoming the member of the Society, the new Flat purchaser shall be at par with the existing members. However, such new Flat Purchasers, shall not be entitled to demand any share in the consideration and/or other benefits which are agreed to be provided to the Society and/or its existing members by the Developer against the granting of the development rights of the said property. in respect of unsold and/or un-allotted premises that are remaining with the Developers after the allotment of the premises, the



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Developers shall only be responsible and liable to contribute the proportionate property taxes in respect of such units/premises.

- s) Not to shift windows of the said Unit and/or carry out any changes in the said Unit so as to increase the area of the said Unit and/or put any grill which would affect the elevation of the said New Building and/or carry out any unauthorized construction in the said Unit. In the event if, any such change is carried out by the Purchaser/s/ Allottee/s he/she/they shall remove the same within 24 hours after receipt of notice in that regard from the Developers/said Akshaya CHS Ltd.. In the event, Purchaser/s/Allottee/s fail/s to remove the same within the period of 24 hours, then the Developers/said Akshaya CHS Ltd. shall be entitled to enter upon the said Unit and remove such unauthorized construction and the Purchaser/s/ Allottee/ s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Developers/said Akshaya CHS



The Purchaser/s/Allottee/s shall not cover the area of the flowerbed with debris, blocks, tiles or any such material and shall not conceal the pipes passing through the portion of the flower-bed and also shall not cover chajja and duct of the buildings and shall not put any flower pots etc. encroaching the flowerbed, chajja and ducts and shall not do any such

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which would lead to excess load on the slab of the flower-bed portion which is adjoining the living room.

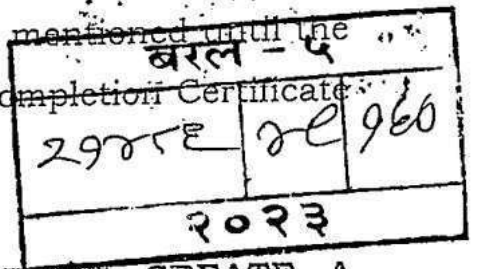
t) The Purchaser/s/Allottee/s shall be entitled to use the lifts in the said New Building PROVIDED HOWEVER all the persons using the lift shall do so at their own risk. The Purchaser /s/Allottee/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Purchaser /s/Allottee/s shall not cause any damage to the lifts,

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staircase, common passages, refuge area or any other parts of the said New Building on the said Property.

25) Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Unit until the Occupation Certificate is received from the M.C.G.M. and the Allottee has paid all dues payable under this Agreement in respect of the said Unit to the Developer and has paid the necessary maintenance amount/ deposit, GST and other taxes payable under this Agreement of the said Unit to the Developer.

26) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or the Real Estate Project or the said Land and/or any buildings/ towers/ wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/her/them and all open spaces, pit puzzle parking space, lobbies, staircase, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Developer as hereinbefore mentioned until the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.



27) **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Developer executes this Agreement it shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.



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28) MISCELLANEOUS : -

- a) The Purchaser/s/Allottee/s shall at no time demand partition of his/her/their interest in the said New Building and/or in the said Property. It is hereby agreed and declared by the Purchaser/s/Allottee/s that her interest in the said New Building is impartible.
- b) Nothing contained in these presents shall be construed to confer upon the Purchaser/s/Allottee/s any right, title or interest of any kind whatsoever in, to or over the said Property, said New Building and the said Unit or any part thereof. Such conferment shall take place only upon the said Akshaya CHS Ltd. Admits the Purchaser/s/Allottee/s as its member/s.
- c) Any delays or indulgences shown by the Developers in enforcing terms of this Agreement or any forbearance given or relaxing the payment schedule or of any installments thereof by the Developers shall not be construed as a waiver of any rights, on the part of the Developers.

The Developers shall not be responsible or liable for any consequence arising out of any change or modification or enactment or re-enactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and Bye-laws.



- e) Headings used in this Agreement are for the purpose of convenience and reference only and shall not be deemed to reduce the scope of the clauses of this Agreement and shall

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the Agreement is duly stamped and executed by the Purchaser/s/Allottee/s and the Developers and registered at the concerned office of Sub-Registrar of Assurances.

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g) This Agreement shall, to the extent they are statutory, always be subject to the provisions contained in the said Act and rules made there under being re-enactment of MOFA and/or any other provisions of Law Applicable, thereto.

29) **BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Register of Assurances as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Register for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. The Developer shall not be liable to refund to the Allottee the GST, cess, any other direct or indirect taxes and/or interest thereon paid on the Sale Consideration by the Allottee to the Developer.



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30) **ENTIRE AGREEMENT:-** This Agreement, along with its schedules and annexures constitutes the entire Agreement between the Parties with respect to the subject matter hereof

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Page 45 of 56

and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangement, whether written or oral, if any, between the Parties in regard to the said Unit/building as the case may be.

31) **RIGHT TO AMEND:** - This Agreement may only be amended through written consent of the Parties.

32) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:-** It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Real Estate Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Unit, in case of a transfer, as the said obligations go along with the said Unit, for all intents and purposes.

33) **SEVERABILITY:-** If any provisions of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the applicable law, as the

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shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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34) **METHOD OF CALCULATION OF PROPORTIONATE SHARE:-** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Real Estate Project, the same shall be in proportion to the carpet area of the said Unit to the total

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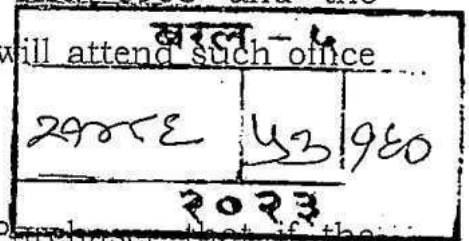
carpet area of all other Unit/units/areas/spaces in the Real Estate Project, as the case may be.

35) **FURTHER ASSURANCES:** - Both Parties agree that they shall execute, acknowledge and deliver to 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 any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

36) **PLACE OF EXECUTION:** - The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Mumbai City. After the Agreement is duly executed by the Allottee, the Developer or simultaneously with the execution, said Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Mumbai.



37) The Allottee and/or Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Developer/ or its authorized signatory will attend such office and admit execution thereof.



38) It is abundantly made clear to the Purchaser that if the Purchaser is a NRI/foreign national of Indian origin in respect of all remittances, acquisitions/transfer of the said Unit, it shall be his sole responsibility to comply with the provisions of FEMA, 1999 or statutory enactment or amendments thereof, and the rules and regulations of RBI or any other applicable law from time to time. Any refund required to be made under

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HCC *[Signature]* *[Signature]*
Page 47 of 56

the terms of this Agreement shall be made in accordance with the provisions of FEMA or such statutory enactments or amendments thereof and the rules and regulations of RBI or any other applicable law from time to time. The Purchaser understands and agrees that in the event of and failure on his part to comply with the prevailing exchange control guidelines issued by RBI he alone shall be liable for any action under FEMA or any other statutory modifications or re-enactments thereto. The Developers accept no responsibility in this regard and the Purchaser agrees to indemnify and keep the Developers indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

39) The Purchaser agrees that consideration mentioned herein above for the said Unit is exclusive of premium/s, proportionate cost of TDR, prorated cost of Fungible FSI cost, expressly agreed by the Purchaser herein to contribute prorated towards contribution of the same as per the prevailing rates as on the date of possession.



Any provision of this Agreement which is prohibited, unenforced or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to an extent of such prohibition or unenforceability without invalidating the remainder of such

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provision or the remaining provision of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Is any such invalidity substantially affects or alters the commercial basis of the Agreement, the parties shall negotiate in good faith to amend and modify the provisions and term of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effects as the original provisions and terms of this Agreement.

41) All notice to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Courier/ Speed Post A.D./ Registered Post A.D. or notified Email ID at their respective addresses specified below:

Allottee : (1) Abhay Vishnu Salvi

Address : B/16 MANDVI CO-OP-HOU-SOC.DEVIDAS LANE, BORIVALI WEST MANDAPESHWAR MUMBAI MAHARASHTRA 400103.

Email id : SALVI.ABHAY@mahindra.com



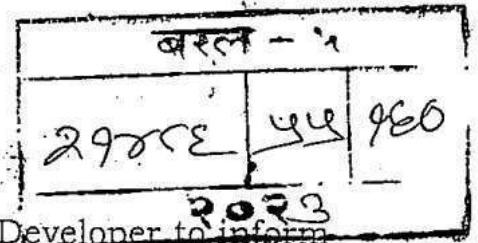
(2) Shilpa Abhay Salvi

Address : B/16 MANDVI CO-OP-HOU-SOC.DEVIDAS LANE, BORIVALI WEST MANDAPESHWAR MUMBAI MAHARASHTRA 400103.

Developer :- M/s NHI DEVELOPERS LLP

Address : Shop No. 1 & 2, Satyadeep CHS Ltd., Chikuwadi, Borivali West, Mumbai 400092

Email id : info@akshayaresidency.in



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

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43) **JOINT ALLOTTEES:-** That in case there are Joint Allottees, all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

44) **STAMP DUTY AND REGISTRATION CHARGES:-** The Stamp Duty on this Agreement shall be paid by the Developers for and on behalf of the Purchaser/s/ Allottee/s and the Registration Charges on the same shall be borne and paid by the Purchaser/s/Allottee /s.

45) **WAIVER NOT A LIMITATION TO ENFORCE:-** The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payment under the payment plan, including waiving the payment of interest for delayed payment. Any waiver shall be effective only if it is in writing. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of the other Allottees. Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any



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46) **DISPUTE RESOLUTION :-** It is mutually agreed between the parties hereto, that if any dispute, difference or question, at any time hereafter arises between the parties hereto or their respective representative or between Purchaser/s/ Allottee/s of other Unit in the said New Building and the

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Developers in respect of the interpretation of these presents or concerning anything herein contained or arising out of the said Unit or as the rights liabilities or the duties of the parties hereunder the same shall be subject to jurisdiction of courts in Mumbai.

47) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

48) 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 courts will have the jurisdiction over this Agreement.

49) GOVERNING LAW:- This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the exclusive jurisdiction with respect to all matters pertaining to this Agreement.



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FIRST SCHEDULE ABOVE REFERRED TO

(Schedule of Land and Old Building)

ALL THAT piece or parcel of land or ground admeasuring about 4918.10 square meters of Village - Borivali, Taluka - Borivali, District - Mumbai Suburban and situated in the Registration Sub District of Borivali and district - Mumbai Suburban together with the structures standing thereon, lying at village Borivali, Taluka Borivali situated at Jayraj Nagar, Mahishamardini Road, L.T. Road, Vazira Naka,

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Borivali (West), Mumbai-400091 within the Registration District and Suburban District of Mumbai and bounded as follows:-

On or towards East : OM Shanti & Nalanda Society

On or towards West : By Survey No.38, Hissa No.2 and Narmada CHS

On or towards North : By MahishaMardini Temple Road and Narmada CHS

On or towards South : By Yoganand Society

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SECOND SCHEDULE ABOVE REFERRED TO:

(Schedule of the said Flat / Commercial Unit)

ALL THAT RESIDENTIAL FLAT being No.2005 in A wing - 933 RERA Carpet Sq. Ft i.e. admeasuring 86.69 RERA Square Meters, area approximately (more particularly shown on the tentative plan hereto annexed with red colour boundary lines thereon) on the 20TH Floor of the proposed new building known as "Akshaya Residency" being constructed on the property more particularly described in the First Schedule hereinabove alongwith with 1 Car parking space No. 5 on 3rd Podium.

THIRD SCHEDULE ABOVE REFERRED TO:

(Description of Common Area and Facilities)

- 1) Staircase and Staircase Landing
- 2) Entrance Lobby
- 3) Lift & Lift Lobby on each floor
- 4) Underground and Overhead Water Tank
- 5) Lift Machine Room
- 6) Terrace
- 7) Meter Room
- 8) Society Office
- 9) Fitness Centre
- 10) Security Cabin



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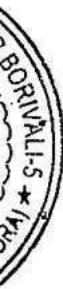
FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of typical Amenities in the Flat)

- 1) Designer branded vitrified tiling with matching skirting for entire apartment.
- 2) Elegant looking easy maintenance acrylic paint or plastic paint in entire flat.
- 3) Entrance flush door with safety lock.
- 4) Doors with both side laminate finish for bedroom and bathroom.
- 5) Granite platform with branded stainless steel sink and a service platform in kitchen.
- 6) Exhaust fan with every kitchen and Bathroom.
- 7) Kitchen with dado tiles from platform to beam level and white ivory tiles below the platform.
- 8) Concealed electric copper wiring with first quality metal switches, adequate light and power points. ELCB with tripper main switch of ISI mark 3 phase meter.
- 9) T.V and telephone points in living room and bedroom.
- 10) A.C. Point in living room and all bedrooms.
- 11) Concealed plumbing with hot and cold water mixture branded company (Jaguar/Plumber/Ess Ess).
- 12) Bathroom complete walls and flooring with branded anti-skid ceramic tiles
- 13) Aluminum powder coated sliding windows with marble put on window jamb.
- 14) Attractive entrance gate and beautiful decorative lobby.
- 15) Mosquito window in all sliding window and grill will be as per MCGM rules.
- 16) CCTV with recording at ground level security.
- 17) Intercom with video Camera on main door of each flat and instalment of MGL/Electric meter connection.



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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, signing as such on the day first above written

SIGNED AND DELIVERED)
 BY the withinnamed THE "DEVELOPER")
 M/S. NHI DEVELOPERS LLP)
 PAN : AASFN3123H)
 through its Designated Partner)

1) MR. GOPALKRISHNA P. SHETTY)
))



Photograph



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FOR NHI DEVELOPERS LLP

Partner

Gopal Krishna P. Shetty
 Partner

Signature

2) MR. HEMAL C. CHOKSEY)



Photograph



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FOR NHI DEVELOPERS LLP

Partner

Hemal C. Choksey
 Partner

Signature

In the presence of WITNESSES :

1) Name : Karan Phapare - *Karan Phapare*

2) Name : Anil Ziman - *Anil Ziman*



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SIGNED AND DELIVERED)
BY THE Withinnamed "ALLOTTEE")
)

(1) Mr. Abhay Vishnu Salvi



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Signature

Aadhaar No:- 842924168706

PAN Number:- ARMPS8655C

(2) Mrs. Shilpa Abhay Salvi



Photograph



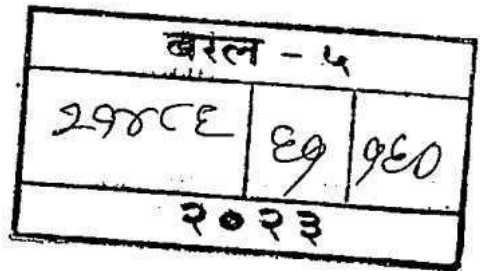
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Signature

Aadhaar No:- 823214151561

PAN Number:- BDKPS0020G



In the presence of WITNESSES :

1) Name: Karan Khapare -

2) Name: Anil Ziman -

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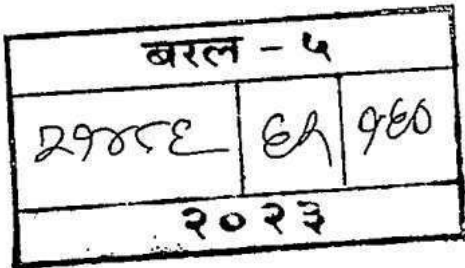
RECEIVED of and from the within named Mr. Abhay Vishnu Salvi AND Mrs. Shilpa Vishnu Salvi Purchaser/ Allottee a sum of Rs.2510440/- (Rupees Twenty Five Lakhs Ten Thousand Four Hundred & Forty Rupees Only) as mentioned below ;

Date	Cheque No	Bank Name & Branch	Amount
04.12.2023	011032	SARASWAT BANK	500000/-
14.12.2023	438362	SVC CO-OP BANK LTD	1480000/-
20.12.2023	438364	SVC CO-OP BANK LTD	530440/-
		TOTAL AMOUNT	Rs.2510440/-

FOR NHI DEVELOPERS LLP

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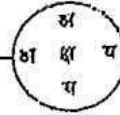
(Authorised Signatory)



ANNEXURE A

Akshaya Co-operative Housing Society Limited

Regn. No. BOM / (W.R.) / HSG / (TC) / 1916 / 85 - 86



Jayraj Nagar, Mahalaxa Mardini Temple Road,
Off. Lokmanya Tilak Road & Borivall Link Road,
Vazira Naka, Borivall (West), Mumbai - 400 091.

EXTRACT OF RESOLUTION PASSED IN THE SPECIAL GENERAL BODY MEETING OF AKSHAYA CO-OPERATIVE HOUSING SOCIETY'S LTD HELD ON 3rd January 2021

Resolution No. 1.

"RESOLVED THAT the society do hereby approves the appointment of M/s. NHI Developers LLP as the Developers/ Builders of the society's building "Akshaya" in place of M/s. NEO HOUSING & INFRASTRUCTURE, on the same terms and conditions as agreed with M/s. NEO INFRASTRUCTURE & HOUSING DEVELOPMENT LTD.

FURTHER RESOLVED THAT the Society, Akshaya Co-operative Housing Society Limited and the Members of the Society Individually and the Power of Attorney to be given by the Society to the Builder / Developer, and its office bearers execute the Development Agreement between the said parties and that the office bearers execute the Power of Attorney between the Developer/Builder and the society for facilitating the Redevelopment of the Society's Building, which came to be presented and discussed in details before the AGM. With the consent of the Members present and the said Redevelopment Agreement and Power of Attorney was approved unanimously.

Resolution No. 2.

"RESOLVED THAT the AGM be and hereby approved the proposed building layout plan of the proposed New Re-development Building of M/s. NHI Developers LLP. With the consent of the Members present and the said Building plan was approved unanimously.

for Akshaya Co-operative Housing Society



[Signature]
Chairman / Secretary



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Annexure - "A"

JAYSHREE CO-OPERATIVE HOUSING SOCIETY LTD.
(REGD. NO. (WR)/HSG/1C/1848 DATED 16/12/1988)
JAYRAJ NAGAR, BORIVALI (WEST), MUMBAI 400 091

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True Copy of the Extract of the Resolution Passed in the EGM held on 13/07/2019

"RESOLVED THAT the EGM be and hereby approved the final draft of the tripartite MOU which was presented and discussed in details before the EGM. With the consent of the Members present and the said tripartite MOU was approved unanimously.

Also Further Resolved that, the EGM hereby authorise the MC to sign & seal the said tripartite MOU with developer and Akshay Society followed by process of DA & building plan. The resolution was proposed by Mr. Eric Martis, a member the society and seconded by Mr. Prashant Salvi, another member. The ordinary resolution was passed unanimously

Dated this 26th July 2019

Certified True Copy

For JAYSHREE CO-OPERATIVE HOUSING SOCIETY LTD

[Handwritten signature]

CHAIRMAN / SECRETARY / TREASURER



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Advocate, High Court

Office:- 32, Raje Bahadur Mansion, 1st floor, Above Nemani, Opposite Bombay Stock Exchange, Ambalal Doshi Marg, Fort, Mumbai 400 023. Mobile No:-# +919967649386, Email id: niranjan.mogre@gmail.com; Advocate Code: I-9106

Date: 28/01/2023

To,

MAHARERA

BKC, E-Block, 7th Floor,

Housefin Bhavan, Near RBI,

Bandra Kurla Complex,

Bandra (East), Mumbai-400051.

LEGAL TITLE REPORT

Subject: Title Clearance Certificate with respect to all that piece and parcel of plot of land having area admeasuring 4918.10 sq.mtrs. bearing S. No. 38, Hissa No. 3 corresponding to CTS No. 263/B of Village Borivali, Taluka Borivali together with the said building in the Registration District and sub-District of Mumbai Suburban situated at Survey No. 38, Hissa No.3, City Survey No. 263 B of Village Borivali abutting to Mahisha Mardini Road, Jayraj Nagar, Borivali (W), Mumbai-400091 (hereinafter



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NIRANJAN A. MOGRE

Advocate, High Court

Office:- 32, Raje Bahadur Mansion, 1st floor, Above Nemani, Opposite Bombay Stock Exchange, Ambalal Doshi Marg, Fort, Mumbai 400 023. Mobile No:-# +919967649386

Email id: niranjan.mogre@gmail.com; Advocate Code: I-9106

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referred to as said plot/ land) which is bounded as

follows:

On or towards North by : Mahisha Mardini Temple
Road and Building of
Narmada CHS Ltd.

On or towards South by : Yoganand CHS Ltd.

On or towards West by : S.No. 38, Hissa No. 2 and
Building of Narmada CHS
Ltd.

On or towards East by : Om Shanti CHS Ltd. and
Nalanda CHS Ltd.



I have investigated the title of the said plot on the request of

Akshaya Co-operative Housing Society and Jayshree Co-

operative Housing Society and the following documents i.e.:-

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i. Description of the property:		
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Plot of land having area admeasuring 4918.10

sq.mtrs. bearing S. No. 38, Hissa No. 3 corresponding

to CTS No. 263/B of Village Borivali, Taluka Borivali

together with the said building in the Registration

District and sub-District of Mumbai Suburban

situated at Survey No. 38, Hissa No.3, City Survey No.

263 B of Village Borivali abutting to Mahisha Mardini

Road, Jayraj Nagar, Borivali (W), Mumbai-400091.

NIRANJAN A. MOGRE

Advocate, High Court

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ii. The documents in respect of plot.

a) Agreement for Sale dated 30th March, 1979 executed between Mr. Vasant Parashuram Bhandari, Mrs. Devkubai Parashuram Bhandari, Mr. Jagannath Sitaram Bhandari, Mrs. Sakubai Sitaram Bhandari & others and M/s Jayraj Builders.

b) Agreement for Sale (Package Deal) dated 31st March, 1979 executed between M/s Jayraj Builders and Mr. Shekar Sesappa Karkera - Chief Promoter of Proposed Borivali Jay-Raj Co-operative Housing Society Limited.

c) Registration Certificate bearing registration number BOM/WR/HSG/TC/1916/85-86 dated 06/02/1986 issued by the Office of the Deputy Registrar showing the name of Akshaya Co-operative Housing Society Limited as the registered society thereof.

d) Occupation Certificate bearing No. CE/ 3920/ BSII/ AR dated 27/8/1987 issued by M.C.G.M to R.D. Kamat, Architect (For Akshaya CHS Ltd.).



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NIRANJAN A. MOGRE

Advocate, High Court

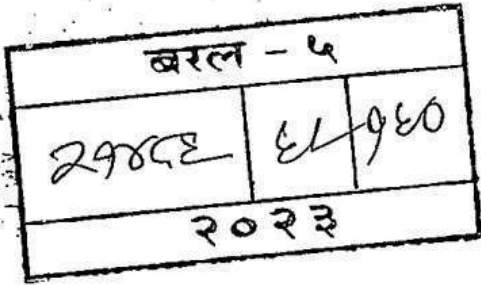
Office:- 32, Raje Bahadur Mansion, 1st floor, Above Nemani, Opposite Bombay Stock Exchange, Ambalal Doshi Marg, Fort, Mumbai 400 023. Mobile No:-# +919967649386
Email id: niranjan.mogre@gmail.com; Advocate Code: I-9106

e) Registration Certificate bearing registration number BOM/WR/HSG/TC/3848/ YEAR 88-89 dated 16/12/1988 issued by the Office of the Deputy Registrar showing the name of Jayshree Co-operative Housing Society Limited as the registered society thereof.



f) Full Occupation Certificate bearing No. CE/ 4180/ BSII/ A/R dated 15/11/2006 has been issued by M.C.G.M to Chairman/ Secretary, Jayshree C.H.S. Ltd. for Ground + Six Upper floors.

g) Order dated 17th November, 2014 passed by the District Deputy Registrar, Co-operative Societies, Mumbai City (4) & Competent Authority u/s 5A of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963, in favour of Jayshree CHS Ltd., thereby granting Unilateral Deemed Conveyance in respect of the portion of the said land i.e. an area admeasuring 858.06 sq. mtrs out of the said CTS No. 263/B totally having area admeasuring 4918.10 sq.mtrs alongwith undivided share in RG and



NIRANJAN A. MOGRE

Advocate, High Court

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internal road together with the structure standing thereon.

h) Registered Unilateral Deemed Deed of Conveyance dated 17.07.2015 between Narendra Nikam, District Deputy Registrar, Co-operative Societies, Mumbai City (4), Competent Authority as per powers conferred upon him under section 5A of Maharashtra Ownership Flat (Regulation of the promotion of construction, management and transfer) Act, 1963, on behalf of Vasant Parshuram Bhandari & Others as a landlord and on behalf of M/s Jayraj Builders as Confirming Party in favour of Jayshree Co-operative Housing Society bearing registration number BRL-6/6495/2015 dated 13/08/2015.

i) Order dated 30th March 2016 passed by the District Deputy Registrar, Co-operative Societies, Mumbai City (4) & Competent Authority u/s 5A of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963, in favour of the said Akshaya CHS Ltd., thereby granting Unilateral Deemed Conveyance in respect of the portion of the said land



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NIRANJAN A. MOGRE

Advocate, High Court

Office:- 32, Raje Bahadur Mansion, 1st floor, Above Nemani, Opposite Bombay Stock Exchange, Ambalal Doshi Marg, Fort, Mumbai 400 023. Mobile No:-# +919967649386, Email id: niranjan.mogre@gmail.com; Advocate Code: I-9106

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i.e. an area admeasuring 3210.90 sq. mtrs out of the said CTS No. 263/B totally having area admeasuring 4918.10 sq.mtrs alongwith undivided share in RG and internal road together with the structure standing thereon.

- j) Registered Unilateral Deemed Deed of Conveyance dated 04.02.2017 between Rajendra Veer, District Deputy Registrar, Co-operative Societies, Mumbai City (4), Competent Authority as per powers conferred upon him under section 5A of Maharashtra Ownership Flat (Regulation of the promotion of construction, management and transfer) Act, 1963, on behalf of Parshuram Bhandari & Others as a landlord and on behalf of M/s Jayraj Builders as Confirming Party in favour of Akshaya Co-operative Housing Society bearing registration number BRL-2/1356/2017 dated 20/02/2017.



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- k) Mutation entry no. 1431 of Survey No. 38, Hissa No. 3 of Village - Borivali, Taluka - Borivali showing the name of Vasant Parshuram Bhandari & others as the owners thereof.

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l) Mutation entry no. 1754 of Survey No. 38, Hissa No. 3 of Village – Borivali, Taluka – Borivali showing the name of Akshaya Co-operative Housing Society as the owner thereof and effect given to the Registered Unilateral Deemed Deed of Conveyance dated 04.02.2017.

m) Property card bearing CTS No. 263/B dated 20/12/2022 showing the name of NIL as the owner thereof.

n) Order dated 26.08.2019 passed in the pending Notice of Motion No. 202675 of 2019 filed in Suit bearing no. 0201801 of 2019 by the Hon'ble City Civil Court at Dindoshi, Mumbai.



Search Report dated 08.06.2021 issued by the Search Clerk S. M. Patekar after taking searches in the office of Sub Registrar of Assurances Mumbai at Old Custom House, Bandra (MAHADA BUILDING), Borivali 1 to 9 in respect of the said land for a period of 30 years commencing from 1992 till 2021 and also after taking online search from 2002 to 2021.

बदल - ५		
29858	09	950
२०२३		

NIRANJAN A. MOGRE

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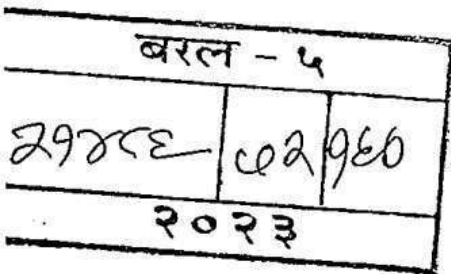
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p) Search Report dated 23.01.2023 issued by the Search Clerk S. M. Patekar after taking online searches in the office of the Sub Registrar of Assurance of the, Borivali -1 to 9 from the year 2021 to 2023 in respect of the said land for a further period of 03 years.

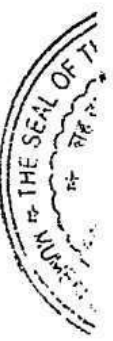


q) Mutation entry no. 1809 of Survey No. 38, Hissa No. 3 of Village - Borivali, Taluka - Borivali showing the name of Jayshree Co-operative Housing Society as the owner thereof and effect given to the Registered Unilateral Deemed Deed of Conveyance dated 17.07.2015.



r) Latest 7/12 extract bearing Survey No. 38, Hissa No. 3 dated 18/06/2021 of Village - Borivali, Taluka - Borivali issued by the Talathi, Borivali showing the name of Akshaya Co-operative Housing Society and Jayshree Co-operative Housing Society as the owner thereof.

s) Two Cerrigendum issued by the District Deputy Registrar, Co-operative Societies, Mumbai City (4), the Competent Authority under section 5A of the



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Maharashtra Ownership Flats Act, 1963 bearing No.

1) DDR-4/Mum/D.C./Corrigendum/Akshay CHSL /
2113/2021 and 2) DDR-
4/Mum/D.C./Corrigendum/ Jayshree CHSL/
2114/2021, both dated 26.08.2021.

t) Development Agreement dated 12.07.2021 bearing Registration No. 9550/ 2021 and duly registered in the office of Sub-Registrar of Assurances, Borivali-5 executed between the Akshaya CHS Ltd., its members and the NHI Developers LLP in respect of the land admeasuring 3210.90 sq. mtrs and proportionate undivided share in RG admeasuring 582.15 sq.mtrs and proportionate undivided share in internal road admeasuring 87.88 sq.mtrs i.e. total aggregating 3880.93 sq.mtrs., out of the said land.

u) Development Agreement dated 12.07.2021 bearing Registration No. 9819/ 2021 and duly registered in the office of Sub-Registrar of Assurances, Borivali-5 executed between the Jayshree CHS Ltd., its members and the NHI Developers LLP in respect of land at bearing S. No. 36, Hissa No. 3 corresponding to CTS No. 263 B having area admeasuring 858.06 sq. mtrs out of the said land.



वरल - ५		
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२०२३		

NIRANJAN A. MOGRE

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TITLE CERTIFICATE

1. On perusal of the above mentioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of owner to the said property is clear, marketable and without any encumbrances and Akshaya Co-operative Housing Society Limited and Jayshree Co-operative Housing Society Limited are well sufficiently entitled to develop the aforesaid property.

Owners of the Land

Akshaya Co-operative Housing Society Limited and Jayshree Co-operative Housing Society Limited are the owners of all those pieces of land lying, being and situated at Village Borivali, Taluka Borivali together with the said building in the Registration District and sub-District of Mumbai Suburban abutting to Mahisha Mardini Road, Jayraj Nagar, Borivali (W), Mumbai-400091 within the limits of Brihanmumbai Municipal Corporation (BMC) bearing Survey No. 38, Hissa No.3, City Survey No. 263/ B as per their proportionate



करल - ५		
29052	104	980
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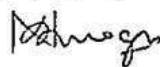
individual entitlement in their respective registered Unilateral Deemed Deed of Conveyance.

Qualifying comments: The owners are required to maintain status quo in respect of a common area admeasuring about 227 sq. mtrs. belonging jointly to owners and under encroachment of Narmada CHS Ltd., which is subject matter of Suit No. 0201801 of 2019 pending before Hon'ble City Civil Court at Dindoshi, Mumbai filed jointly by the owners against Narmada CHS Ltd. and by order dated 30.09.2019 passed by the Hon'ble City Civil Court in the said suit, all the parties to the suit are directed to maintain status quo. The said suit is pending before the Hon'ble City Civil Court at Dindoshi, Mumbai and an order of status quo is operating in respect of the said area admeasuring 227 square meters.



2. The report reflecting the flow of the title of the Akshaya Co-operative Housing Society Limited on the said land is enclosed herewith as annexure.

Encl : Annexure.
Date: 28/01/2023


Niranjan A. Mogre
(Advocate, High Court)



बरल - ५		
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FLOW OF THE TITLE OF THE SAID LAND

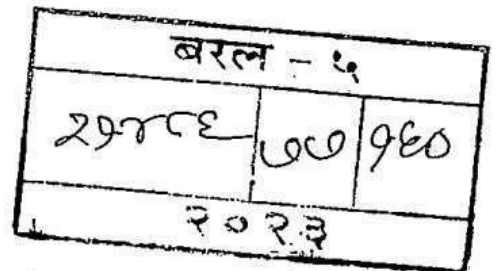
Sr. No.

1. Whereas M/s Jayraj Builders had purchased the said land from Mr. Vasant Parashuram Bhandari, Mrs. Devkubai Parashuram Bhandari, Mr. Jagannath Sitaram Bhandari, Mrs. Sakubai Sitaram Bhandari & others vide Agreement for Sale dated 30th March, 1979.

2. Whereas Mr. Shekar Sesappa Karkera – Chief Promoter of Proposed Borivali Jay-Raj Co-operative Housing Society Limited had purchased the said land from M/s Jayraj Builders vide Agreement for Sale dated 31st March, 1979.

3. Whereas the building, subsequently registered as Akshaya CHS Ltd., has been constructed by Jayraj Builders on the said land and Full Occupation Certificate bearing No. CE/3920/ BSII/ AR dated 27/8/1987 has been issued by M.C.G.M to R. D. Kamat, Architect for Wing A to A4, B & C Ground + 4 floors.

4. Whereas the said Jayraj Builders thereafter also constructed one more Building, subsequently registered as Jayshree CHS Ltd., on the said land consisting of Ground plus 6 (Six) Floors.



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5. Whereas society by the name of Akshaya Co-operative Housing Society Limited has been formed on the said land and a Registration Certificate of the society bearing registration number BOM/WR/HSG/TC/1916/85-86 dated 06/02/1986 has issued by the Office of the Deputy Registrar, C.S. Mumbai.



6. Whereas society by the name of registered Jayshree Co-operative Housing Society Limited has been formed on the said land and a Registration Certificate of the society bearing registration number No. BOM / WR / HSG / TC / 3848/88-89 on 16/12/1988 has issued by the Office of the Deputy Registrar, C.S. Mumbai.

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7. Whereas Full Occupation Certificate bearing No. CE/4180/ BSII/ AR dated 15/11/2006 has been issued by M.C.G.M to Chairman/ Secretary, Jayshree C.H.S. Ltd. for Ground + Six Upper floors.

8. Whereas the said Akshaya CHS Ltd along with Jayshree CHS Ltd are, jointly, in respect of their proportionate share, seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land totally admeasuring 4918.10 sq. mtrs. bearing City Survey No.



NIRANJAN A. MOGRE

Advocate, High Court

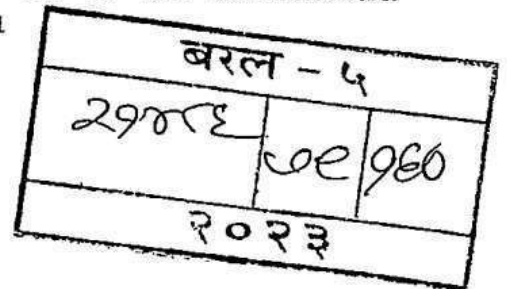
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263(B) in Village Borivali, Taluka Borivali, District Mumbai Suburban lying and being at Jayraj Nagar, Mahisha Mardini Temple Road, Borivali (West), Mumbai 400 091.

9. Whereas by an Order dated 17th November, 2014 passed by the District Deputy Registrar, Co-operative Societies, Mumbai City (4) & Competent Authority u/s 5A of the MOFA, 1963, the said Jayshree CHS Ltd. was granted Unilateral Deemed Conveyance in respect of the land having area admeasuring 858.06 sq. mtrs., alongwith proportionate undivided share in the Recreation Ground (RG) admeasuring 155.57 sq.mtrs and proportionate undivided share in internal road admeasuring 23.50 sq.mtrs. i.e. totally aggregating 1037.13 sq.mtrs, together with structure standing thereon known as Jayshree CHS Ltd. in the Registration District and sub-District of Mumbai Suburban situated at Survey No. 38, Hissa No. 3, CTS No. 263/B of Village Borivali abutting to Mahisha Mardini Road, Jayraj Nagar, Borivali (W), Mumbai-400091.



10. Whereas by an Order dated 30th March 2016 read with corrigendum dated 26.08.2021 passed by the District Deputy Registrar, Co-operative Societies, Mumbai City (4) & Competent Authority u/s 5A of the Maharashtra



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Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963, the said Akshaya CHS Ltd., the said Society referred to hereinabove, was granted Unilateral Deemed Conveyance in respect of land having area admeasuring 3210.90 sq. mtrs and proportionate undivided share in RG admeasuring 582.15 sq.mtrs and proportionate undivided share in internal road admeasuring 87.88 sq.mtrs i.e. total aggregating 3880.93 sq.mtrs., out of the land having area admeasuring 4918.10 sq.mtrs. bearing S. No. 38, Hissa No. 3 corresponding to CTS No. 263/B at Village Borivali, Taluka Borivali together with the said building (Akshaya CHS Ltd.) in the Registration District and sub-District of Mumbai Suburban situated at Survey No. 38, Hissa No.3, City Survey No-263/B of Village Borivali abutting to Mahisha Mardini Road, Jayraj Nagar, Borivali (W), Mumbai-400091.



बरल - ५		
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1. A) Whereas the Deed of Unilateral Deemed Conveyance granted in favour of Jayshree CHS Ltd. was registered in the Office of Sub-Registrar of Assurances, Borivali No.6 on 17th July, 2015 under serial number 6495. The copy of the Conveyance Deed of Jayshree CHS Ltd. is duly stamped by Collector of Stamps, Mumbai.



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B) Whereas by Deed of Rectification dated 28.09.2021 duly registered in the office of Sub-Registrar of Assurances, Borivali-8 executed between District Deputy Registrar, Co-operative Societies, Mumbai, Competent Authority u/s 5A of MOFA, 1963 on one hand on behalf of the Owners of the said land and Jayshree CHS Ltd. on the other hand bearing Registration No. BRL-8/11990/2021, the entitlement of Jayshree CHS Ltd. under Unilateral Deed of Conveyance dated 13.08.2015 has been rectified. **The copy of the Deed of Rectification of Jayshree CHS Ltd. is duly stamped by Collector of Stamps, Mumbai.**

12. A) Whereas the Deed of Unilateral Deemed Conveyance granted in favour of Akshaya CHS Ltd. was registered in the Office of Sub-Registrar of Assurances, Borivali (North) on 20th February, 2017 under serial number 1356. **The copy of the Conveyance Deed of Akshaya CHS Ltd. is duly stamped by Collector of Stamps, Mumbai.**

B) Whereas by Deed of Rectification dated 28.09.2021 duly registered in the office of Sub-Registrar of Assurances, Borivali-8 executed between District Deputy Registrar, Co-operative Societies, Mumbai, Competent Authority u/s 5A of MOFA, 1963 on one hand on behalf of the Owners of the said land and Akshaya CHS Ltd. on the other hand bearing

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बल - ५	
२७०८२	८९/१६०
२०२३	



NIRANJAN A. MOGRE

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Email id: niranjan.mogre@gmail.com; Advocate Code: I-9106

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Registration No. BRL-8/11999/2021, the entitlement of Akshaya CHS Ltd. under Unilateral Deed of Conveyance dated 20.02.2017 has been rectified. The copy of the Deed of Rectification of Akshaya CHS Ltd. is duly stamped by Collector of Stamps, Mumbai.



13. Vide Development Agreement dated 12.07.2021 bearing Registration No. 9550/ 2021 and duly registered in the office of Sub-Registrar of Assurances, Borivali-5 executed between the Akshaya CHS Ltd., its members and the NHI Developers LLP, the development rights in respect of the land admeasuring 3210.90 sq. mtrs and proportionate undivided share in RG admeasuring 582.15 sq.mtrs and proportionate undivided share in internal road admeasuring 87.88 sq.mtrs i.e. total aggregating 3880.93 sq.mtrs., out of the land having area admeasuring 4918.10 sq.mtrs. bearing S. No. 38, Hissa No. 3 corresponding to CTS No. 263/B of Village Borivali, Taluka Borivali together with the structure standing thereon in the Registration District and sub-District of Mumbai Suburban situated at Survey No. 38, Hissa No.3, City Survey No. 263 B of Village Borivali abutting to Mahisha Mardini Road, Jayraj Nagar, Borivali (W), Mumbai-400091 have been assigned, transferred and granted by the Akshaya CHS Ltd. and its

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members to the "NHI Developers LLP". The copy of the Development Agreement of Akshaya CHS Ltd. is duly stamped by Collector of Stamps, Mumbai.

14. Vide Development Agreement dated 12.07.2021 bearing Registration No. 9819/ 2021 and duly registered in the office of Sub-Registrar of Assurances, Borivali-5 executed between the Jayshree CHS Ltd., its members and the NHI Developers LLP, the development rights in respect of the remaining land at bearing S. No. 38, Hissa No. 3 corresponding to CTS No. 263 B having area admeasuring 858.06 sq. mtrs out of the total land having area admeasuring 4918.10 sq.mtrs alongwith undivided share in RG admeasuring 155.57 sq.mtrs. and proportionate undivided share in internal road admeasuring 23.50 sq.mtrs. i.e. totally aggregating 1037.13 sq.mtrs. together with the structure standing thereon in the Registration District and sub-District of Mumbai Suburban situated at Survey No. 38, Hissa No.3, City Survey No. 263 B of Village Borivali abutting to Mahisha Mardini Road, Jayraj Nagar, Borivali (W), Mumbai-400091 have been assigned, transferred and granted by the Jayshree CHS Ltd. and its members to the "NHI Developers LLP". The copy of the Development Agreement of Jayshree CHS Ltd. is duly stamped by Collector of Stamps, Mumbai.



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15. Whereas Searches were taken by the Search Clerk Mr. S. M. Patekar in the Office of Sub Registrar of Assurances Mumbai at Old Custom House, Bandra (MAHADA BUILDING), Borivali 1 to 9 in respect of the aforesaid property for a period commencing from the year 1992 to 2021 (30 Years) and also after taking online search from 2002 to 2021 and also for a period commencing from the year 2021 to 2023 (03 Years). The said searches do not disclose any legal encumbrance which may adversely affect the title of the property.



16. Whereas as per the boundary map issued by the City Survey officer to Akshaya Co-operative Housing Society Limited after carrying out demarcation for boundaries by physical measurement of plot of land on 08.06.2018 by the City Survey Officer, it was observed that Narmada CHS Ltd. has encroached upon the common area admeasuring 227 sq.mtrs., jointly belonging to Akshaya CHS Ltd. and Jayshree CHS Ltd.

बल - ५		
२१४८६	६६	१६६
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17. Whereas Jayshree CHS Ltd. and Akshaya CHS Ltd. have jointly filed a suit being Suit bearing no. 0201801 of 2019 before the Hon'ble City Civil Court at Dindoshi, Mumbai against Narmada CHS Ltd. for seeking possession of the

NIRANJAN A. MOGRE


Advocate, High Court

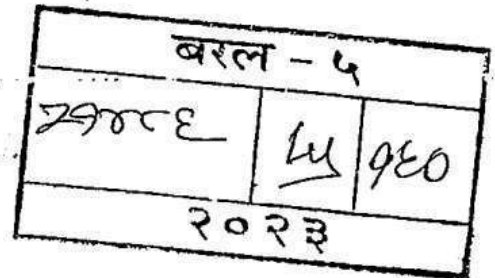
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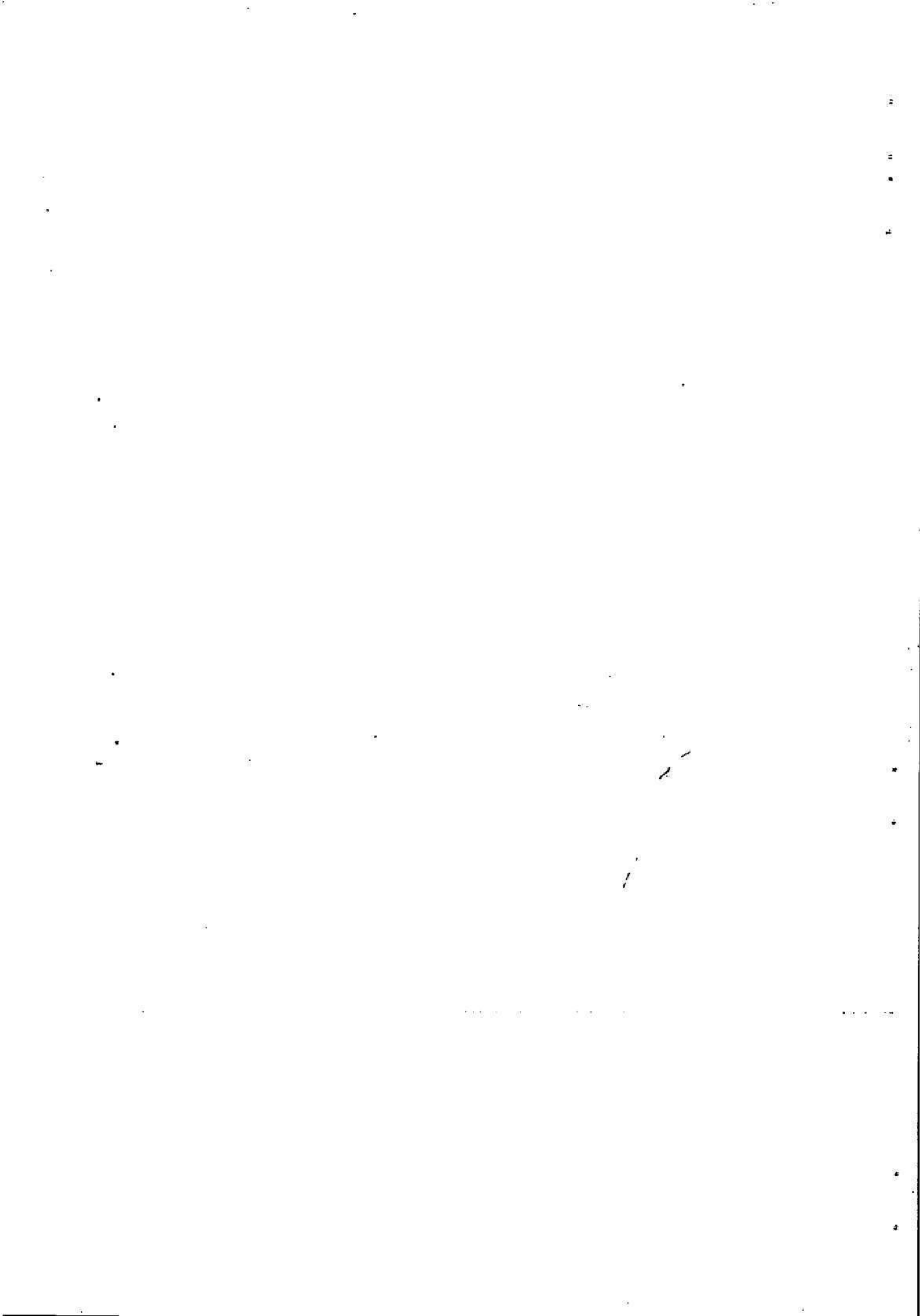
said area adm. 227 square meters under encroachment of Narmada CHS Ltd.

18. Whereas Ld. Additional Sessions Judge, Dindoshi, Mumbai has, in Notice of Motion No. 202675 of 2019 filed in Suit bearing no. 0201801 of 2019, by order dated 30.09.2019 directed the parties to maintain status quo and directed Narmada CHS Ltd. to refrain from carrying out further construction in the disputed area. The said suit is pending before the Hon'ble City Civil Court at Dindoshi, Mumbai and an order of status quo is operating in respect of an area admeasuring 227 square meters being common area belonging jointly to Akshaya CHS Ltd. and Jayshree CHS Ltd. under encroachment of Narmada CHS Ltd.

Date: 28/01/2023


Niranjan A. Mogre
(Advocate, High Court)







महाराष्ट्र शासन

मालमत्ता पत्रक

Annexure C



ULPIN: 69890606751

[महाराष्ट्र जमीन मूळ सुल (गाव, नगर व शहर भूभाषण) नियम, १९६९ यातील नियम ७ नमुना "अ"]

गाव/पेठ : बोरीवली		तालुका/न.भू.क्र. : नगर भूभाषण अधिकारी, बोरीवली			जिल्हा : मुंबई उपनगर
नगर भूभाषण क्रमांक	शिफ्ट नंबर	फ्लॉट नंबर	क्षेत्र चौ.मी.	घारणाधिकार	ज्ञानानुदा दिलेल्या आकारणीचा किंवा गारुड्याचा तपशील आणि त्याच्या फेरतपासणीची नियत वेळ
२६३/ग			४९९८.९०	सी	

सुविधाधिकार :

हक्काचा मूळ घारक : H

वर्ष : [शेती]

पट्टेघार :

इतर घार : -

इतर शीरे : -



दिनांक	विवरण	खंड क्रमांक	नविन घारक(घा), पट्टेघार(प) किंवा घार (इ)	साक्षात्करण
06/08/1980	विनशेती आदेश		H भा.उ.जि.अधि.मु./मुंबई चांणे कडिल गा.डी.एल.एच./एल. एच.डी/४८२९ दि.२९.२.८० प्रमाणे/वि.शे.सात नोंद पेतली ४९३५ चौ.मी	राही- 06/08/1980 न.भू.अ.६ मुंबई उपनगर मुंबई
23/04/1981	न.भू.अ.क्र.६ चांणेकडिल आदेश क्र/न.भू.क्र.२६३ बोरी दि.२३.४.८१ प्रमाणे रस्ताकडी वगळी क्षेत्र ६०५.९ चौ.मी.वगळी केले	SI		राही- 23/04/1981 न.भू.अ.६ मुंबई उपनगर मुंबई
21/08/1985	भा.न.भू.अ.क्र.६ चांणेकडिल आदेश क्र.बोरीवली मो.र.नं.१००/८४ दि.१२.८.८५ चे.न.भू.क्र.२६३ मध्ये २६३अ, २६३ब, असे पोट हिस्से केले व न.भू.क्र.२६३ अ मध्ये न.भू.क्र.२६८ अ पैकीचे क्षेत्र ८६.७ चौ.मी.सगळील केले व न.भू.क्र.२६३ व पें क्षेत्र ४९९८.९ दाखल केले.			राही- 21/08/1985 न.भू.अ.६ मुंबई उपनगर मुंबई
14/12/2015	भा.जमावची आयुक्त आणि संचालक भूमी अभिलेख (म.राज्य) पुणे चांणेकडिल परिपत्रक क्र.भा.भू.१/मिळकत पत्रिका अक्षरी नोंद /२०१५ पुणे दिनांक १६/०२/२०१५ व न.भू.अ.मोरीवली चांणे आदेशानुषंगे सदर मिळकत पत्रिकेवर अक्षरी घार हजार नऊशे अठरा पूर्णांक एक दशांश घात्र क्षेत्राची नोंद केली.			फेरफार क्रं. १५१ प्रमाणे राही- 14/12/2015 न.भू.अ.मोरीवली
22/06/2023	आदेशाने नोंद - जिल्हाधीकारी, मुंबई उपनगर जिल्हा चांणे कडिल आदेश क्रं. : सी/कार्या-७अ/सनद /एतजाराची ११५३७ दि. : १९/०५/२०२३ अन्वये इकाडील विनशेती मो र नं ६९/२०२३ अन्वये न.भू.क्र.२६३/व या मिळकतीवर निवासी (४९९५.४३ चौ.मी) व वाणिज्य (५००.५६ चौ.मी) पत्रोजनार्थ र.र. २५,९३६/- वार्षिक आकारणीने विनशेती रुपंतरीत शांत्यागळे ७/१२ सदरी दाखल असलेले नाव अक्षय को ऑप ही सो लि व.जयश्री को ऑप ही सो लि दाखल केल्याची नोंद दाखल केली.			फेरफार क्रं. १५५६ प्रमाणे 22/06/23 न.भू.अ.मोरीवली

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अक्षय को ऑप ही सो लि

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दि मिळकत पत्रिका (दिनांक 22/06/2023 08:06:18 PM रोजी) डिजिटल स्वाक्षरी केली असल्यामुळे स्वाक्षरी घेणेग्याही राही शिक्क्याची आवश्यकता नाही.

मिळकत पत्रिका डाउनलोड दिनांक 22/06/2023 08:06:08 PM

ईमता पडताळणी साठी <https://digitalsatbara.mahabhumi.gov.in/BSLR/Login/VerifyPropertyCard> या संकेतस्थळावर 2201100002506344 हा क्रमांक घापरावा.



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सूची क्र.2

दुग्धम नियंत्रक : राहु दु.नि. बोरीवली 5
दस्ता क्रमांक : 9550/2021
नोदणी :
Regn.03m

गावाचे नाव : बोरीवली

(1) विरोधाचा प्रकार	सिक्करासंख्यानामा
(2) भौदंडश	332614000
(3) बाजारभाव (भाडेपट्ट्याचा बावतितपट्ट्यावर आकारणी देतो की नवदेदार व नमुद करावे)	263787000
(4) भू.मापन, प्लॉटिंग व धरजमांड (असल्यास)	1) पासिकेचे नाव: मुंबई मनाम इतर वर्णन : इतर माहिती: जमीन आणि बांधकाम, राहू नं 38, दि.सा नं 3 शीडीपुत म 263की विलेज-बोरीवली, ता.सुका-बोरीवली, जिल्हा- मुंबई उपनगर. प्लान क्षेत्रांक 3210.90 चौ.मी. अक्ष को-ऑप हो सो सी., जयराज नगर, ए. टी. रोड, वडिरा नाका, बोरीवली पश्चिम मुंबई - 400091 विकसकराणा एडिजे/1100902/260/2021 बाजारभाव रु. 263787000/- भौदंडश रु. 332614000/- रोक गेटी रु. 4000000/- भरतेचे मुदतक शुल्क रु 16830700/- PUF: RC0704100700000 (C.T.S. Number : 263B :)
(5) क्षेत्रांक	1) 3210.90 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल वेळ.	
(7) दस्तावेज करून देणे-ना/सिद्ध ठेवणे-चा पक्षकाराचे नाव किंवा दिवाणी व्यावसायिका हकनामा किंवा अदेश अस्त्यास, प्रतिवदिचे नाव व पत्ता.	1) नाव:-अक्ष को-ऑप हो सो सी च्या सभासद जयश्री डी. बगेरा वय:-51; पत्ता:-प्लॉट नं:- मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AABAA0452E 2) नाव:-अक्ष को-ऑप हो सो सी च्या सभासद देवेंद्र डी. गिरी वय:-68; पत्ता:-प्लॉट नं:- मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AABAA0452E 3) नाव:-अक्ष को-ऑप हो सो सी च्या सभासद अतुल एस. सोनेजी वय:-54; पत्ता:-प्लॉट नं:- मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AABAA0452E 4) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद नरेश तोतोबा कदम वय:-32; पत्ता:-प्लॉट नं:- सदनिका क्र ए/01, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AEFPK1254H 5) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद आदित्य मनोहर धामडे वय:-32; पत्ता:-प्लॉट नं:- सदनिका क्र ए/02, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AYIPB1092R 6) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद गेवा मनोहर बागडे वय:-63; पत्ता:-प्लॉट नं:- सदनिका क्र ए/02, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-ACFPB2698N 7) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद सुखटा वी. सरपोतदार वय:-56; पत्ता:-प्लॉट नं:- रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AXWPS2901D 8) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद जयश्री डी. बगेरा वय:-51; पत्ता:-प्लॉट नं:- सदनिका क्र ए/21, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AGDPB7640N 9) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद धुव वी. बगेरा वय:-55; पत्ता:-प्लॉट नं:- सदनिका क्र ए/21, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AMOPB0075C 10) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद गणेश बी सुवर्ण वय:-72; पत्ता:-प्लॉट नं:- सदनिका क्र ए/22, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AAMP4398H 11) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद राजेश टी. साबळे वय:-50; पत्ता:-प्लॉट नं:- सदनिका क्र ए/31, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AHTPS8372H 12) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद विनोद ए. कुंदर वय:-75; पत्ता:-प्लॉट नं:- सदनिका क्र ए/41, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-ALJPK1737C 13) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद वीणा डी. बगेरा वय:-38; पत्ता:-प्लॉट नं:- सदनिका क्र ए/42, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-ARQPK3787M 14) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद रोशन आर. काननवय:-43; पत्ता:-प्लॉट नं:- सदनिका क्र ए/42, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AJJPK6848D 15) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद यतीन आर. कविन वय:-41; पत्ता:-प्लॉट नं:- सदनिका क्र ए/42, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-AKXPK6146C 16) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद नदिनी सुभाषिपुत्र कुमार वय:-48; पत्ता:-प्लॉट नं:- सदनिका क्र ए/01, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड नं:- जयराज नगर, महिसा मदिनी टेम्पल रोड, वडिरा नाका, महाराष्ट्र, मुंबई. पिन कोड:-400091 पं नं:-ACMPN1442M 17) नाव:-मान्यता देणार -अक्ष को-ऑप हो सो सी च्या सभासद रावेज के. शेटी वय:-60; पत्ता:-प्लॉट नं:- सदनिका क्र ए/02, मारुटा नं:- इमारतीचे नाव:- अक्ष को-ऑप हो सो सी, ब्लॉक नं:- बोरीवली पश्चिम मुंबई, रोड



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रोड नं: जयराव नगर महाराष्ट्र गार्डिनी टेम्पल रोड, महाराष्ट्र नगर, महाराष्ट्र, मुंबई. पिन कोड:-400091 पिन
नं:-AQAAP1491L

(8) असाध्यवज भरून घेणा-या पक्षानेसाठी व विवाह
विवाही न्यायालयाने पुढीलप्रमाणे विवाह आदेश
असल्यास,प्रतिपक्षीचे नाव व पत्ता

1): नाव:-गोसाई पुनपुत्रआम देवरावराई एलएलपी वे भागीदार गोपालकृष्ण पी. कोटी वग:-50; पत्ता:-प्लॉट नं: शॉप
नं 1 प्लॉट 2, गाळा नं: - पुणवरीचे नाव: सत्यवीर गो-वींग फ्री सो एटी, ब्लॉक नं: श्रीवती पॉपुलर मुंबई, रोड नं:
शिवगुवाडी, महाराष्ट्र, मुंबई. पिन कोड:-400092 पिन नं:-AASFN3123H

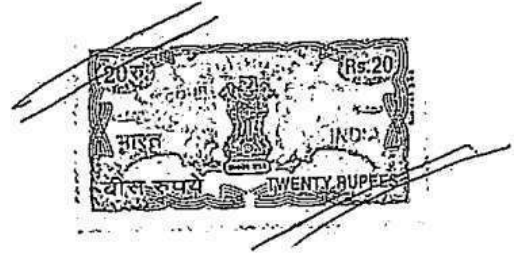
(9) दस्तऐवज करून दिल्याचा दिनांक 12/07/2021
(10)मस नोंदणी केल्याचा दिनांक 26/07/2021
(11)अनुक्रमणक, खंड व पृष्ठ 9550/2021
(12)शतारसमतापत्राचे मुद्रांक शुल्क 16830700
(13)शाब्दिकभाषाप्रमाणे नोंदणी शुल्क 30000
(14)शेरा

मुलांकनासाठी विचारत घेतलेला तपशील:-

मुलांकनाची आवश्यकता नाही कारण अधिमितीत दस्त करणाचा तपशील ADJ/1100902/260/2021

मुद्रांक शुल्क आवश्यकता निवडलेला अनुच्छेद :-

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



खरी प्रत

सह दुय्यम नियंत्रक, बोरिवली क्ल. ५,
मुंबई उपनगर जिल्हा.



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PROFORMA - A

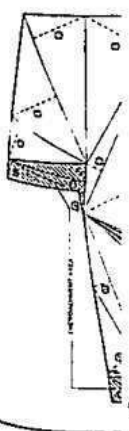
1. NAME OF THE STATEMENT	
2. NAME OF THE OWNER	
3. NAME OF THE APPLICANT	
4. NAME OF THE WITNESSES	
5. NAME OF THE SURVEYOR	
6. NAME OF THE VALUER	
7. NAME OF THE ARCHITECT	
8. NAME OF THE ENGINEER	
9. NAME OF THE MECHANICAL ENGINEER	
10. NAME OF THE ELECTRICAL ENGINEER	
11. NAME OF THE CIVIL ENGINEER	
12. NAME OF THE CHEMICAL ENGINEER	
13. NAME OF THE METALLURGICAL ENGINEER	
14. NAME OF THE AGRICULTURAL ENGINEER	
15. NAME OF THE MARINE ENGINEER	
16. NAME OF THE AERONAUTICAL ENGINEER	
17. NAME OF THE MECHANICAL ENGINEER (POWER)	
18. NAME OF THE MECHANICAL ENGINEER (REFRIGERATION AND AIR CONDITIONING)	
19. NAME OF THE MECHANICAL ENGINEER (ELECTRICAL)	
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23. NAME OF THE MECHANICAL ENGINEER (AERONAUTICAL)	
24. NAME OF THE MECHANICAL ENGINEER (MARINE)	
25. NAME OF THE MECHANICAL ENGINEER (AGRICULTURAL)	
26. NAME OF THE MECHANICAL ENGINEER (OTHER)	

COMPARATIVE PLOT AREA STATEMENT

PLOT AREA AS PER P.P. CAMP	4918 10 50 SQ. FT.
PLOT AREA AS PER TRIANGLE CALCULATION	4918 15 50 SQ. FT.
PLOT AREA AS PER STRAIGHT VALUE	4918 15 50 SQ. FT.

PLOT AREA CALCULATION

1. 8.50 x 2.75 x 0.50 = 11.6875	2. 2.11 x 0.75 x 0.50 = 0.7875
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Form 88

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

Annexure - "F"



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. P-8453/2021/(263/B)/R/C
Ward/BORIVALI-R/C/IOD/1/New

MEMORANDUM

Municipal Office,
Mumbai

To,

SHRI GOPALKRISHNA P. SHETTY PARTNER OF M/s. NHI DEVELOPERS LLP, CA TO
AKSHAYA AND JAYSHREE CHS LTD.

SHOP NO. 1 AND 2, SATYADEEP CHS LTD., CHIKUWADI, BORIVALI (WEST), MUMBAI:
400092

With reference to your Notice 337 (New), letter No. 6197 dated 7/9/2021 and the plans, Sections Specifications and description and further particulars and details of your buildings at PROPOSED REDEVELOPMENT OF BUILDING KNOWN AS AKSHAYA CHS LTD. AND JAYSHREE CHS LTD. AT JAYRAJ NAGAR, BORIVALI WEST, MUMBAI, FOR BUILDING NO. 1-CTS/CS/FP No. 263/B furnished to me under your letter, dated 7/9/2021. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to date, my disapproval by reasons thereof :-

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

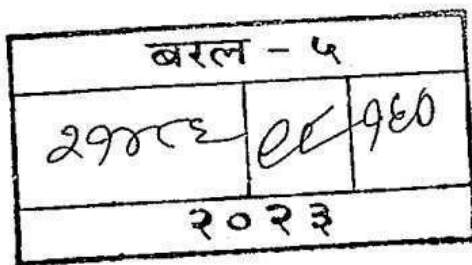
- 1 That the commencement certificate under section 45/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the work.
- 2 That the notice in form of Annexure XIII of DCPR-2034 (Work Start Notice) shall not be submitted.
- 3 That this provisional I.O.D. shall be used as an instrument to vacate the occupants of the building, without following due process of law.
- 4 That the consent/agreement with existing tenements along with the plans for demolition of their tenements for acceptance of alternate accommodation will not be submitted before C.C.
- 5 That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per Regulation No.37(24) of DCPR-2034.
- 6 That the low lying plot will not be filled up to a reduced level of at least 27.55 mtr. T.H.D. or 0.15 Mtr. above adjoining road level whichever is higher with murrum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.



Page 1 of 12 On 31-Jan-2022

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- 7 That the Board shall not be displayed showing details of proposed work, name of owner, developer architect, R.C.C. consultant etc.
- 8 That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 9 That the NOC from Collector (M.S.D.)/N.O.C. for Royalty/filling of land shall not be obtained and the requisitions mentioned therein shall not be complied with.
- 10 That the requirements of N.O.C. of i) Reliance Energy/Tata Power ii) S.G. iii) P.C.O. iv) A.A. & C. v) S.P. vi) S.W.D. vii) M.T.N.L. viii) H.E. ix) CFO will not be obtained and the requisitions if any will not be complied with before starting the work.
- 11 That the requisitions of clause 19(3) & (4) of DCPR 2034 shall not be complied with and records of quality of work, verification report, etc. shall be maintained on site till completion of the entire work.
- 12 That the specifications for layout/D.P./or access roads/development of setback land will not be obtained before starting of construction work and setback land will not be developed accordingly including providing street light and SWD completion work will not be obtained before B.C.C.
- 13 That the Structural Engineer will not be appointed, Supervision memo as per Annexure 5 [DCPR 10(3)(ix)] will not be submitted by him.
- 14 That the appointment and acceptance of all consultants as per E.O.D.B shall not be submitted.
- 15 That all the requisite document/remark from consultants as per E.O.D.B. shall not be submitted before asking for C.C.
- 16 That the Janata Insurance Policy shall not be submitted.
- 17 That the One time PCO charges shall not be paid before asking for C.C.
- 18 That the road setback/reservation demarcation shall not be obtained from AE (Survey).
- 19 That the Indemnity bond indemnifying the corporation and its officers and specific clause in the sale agreement for a) Against any action pending on existing structure b) Against any legal dispute of plot/ownership c) Damages, risk, accidents etc & nuisance to occupier & neighbourhood during construction d) Against any litigation, claims, disputes arising out the proposed inadequate width/st of kitchen/rooms, AVS, etc. e) That more height of still will not be misused f) Against inconvenience/accident caused due to installation of mechanized stack parking g) inadequate ratio of Car parking h) Deficient open spaces and future development of neighborhood shall not be submitted before CC.
- 20 That the registered undertaking and indemnity bond regarding following shall not be submitted before asking for the C.C. a) Agreeing to comply all the conditions mentioned as under: - i) For the Mechanized Parking system shall be equipped with electric sensor devices and also proper precaution and safety measures shall be taken to avoid any mishap/ the damages occurred due to flooding in if any and maintenance of the same shall be done regularly. ii) Mentioning that the area reserved for parking shall be used / utilized for the purpose of parking only. iii) Mentioning that the special attendant will be deployed to control the maneuvering and the movement of car between entry and exit gates and at the junctions of mechanized parking system. b) Mentioning that the clauses will be incorporated in the sale agreement of prospective buyers/members stating: - a. That the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future. b. That the buyer / member agrees for no objection for the neighbourhood development with deficient open space in future. c. That the buyer / member will not be held M.C.G.M. liable for failure of



No. P-8453/2021/(263/B)/R/C
Ward/BORIVALI-R/C/IOD/1/New

mechanical Parking system in future. d. That there is inadequate maneuvering space of car parkings and buyer / member will not make any complaint to M.C.G.M. in this regard in future. c) Mentioning that the additional parking spaces will be surrendered to MCGM free of cost if full FSI including fungible is not utilized by way of submitting amended plans.

- 21 That the work shall not be carried out between 6.00am to 7.00pm only in accordance with rule 5A(3) of the noise pollution (Regulation & control) Rules, 2000 and the provision of notification issued by Ministry of Environment and Forest department from time to time shall not be duly observed.
- 22 That all the conditions in the orders of Hon'ble Supreme Court of India dated 15.03.2018 in the case of Dumping Ground should not be complied with.
- 23 0 That all the conditions in the NOC u.no. /0/2022/R/C/WSII Dated 21.01.2022 from SWM department obtained online in response to application under no.P-8453/2021/(263/B)/R/C Ward/BORIVALI-R/C-SWM/1/New, dated - 21.01.2022 to transport & deposit /dump / level the C & D Waste at only designated unloading site -Plot Bearing Survey No.14/1/B,14/2,14/4,14/5,14/6,15,16,16/B,17/3,17/4/A,17/4/B,17/5,19/A,19/B,19/C,19/D,20/1/1,21/1,21/2,21/3,21/4,21/5,21/6,21/7,21/8,21/9,21/11/B,22,24,25/1/2,25/2,26/1,26/2,26/3,26/4,26/5,26/6,26/8,27/1/A,27/2,27/3/A,27/3/B,28/1/A,28/1/C,28/1/D,30/1,30/2,30/4,31/A,39/B,41/1 Ecohomes-Townships LLP,Village-Ranjnoli,Taluka-Bhivandi,Dist-Thane & validity 19.12.2022. shall not be complied with.
- 24 That the valid Bank Guarantee of Rs. 25,00,000/- shall not be furnished solely for the purpose of ensuring compliance of the conditions in the Waste Management Plan/Debris Management Plan approved by SWM department of MCGM, till grant of full Occupation Certificate.
- 25 That the adequate safeguards should not be employed for preventing dispersal of (dust) particles/particles through the Air (or even otherwise) & adequate record shall not be maintained & uploaded for every single trip for disposal of C&D waste, at the time of loading the C&D waste in vehicle, after loading the C&D waste in the vehicle during the hauling.
- 26 That the construction site & landfill site shall not be inspected by the Licensed Architect/ Licensed Engineer, the compliance report thereof shall not be uploaded, any breach in respect of the same will not entail the cancellation of the building permission or the IOD & the work will not be liable to be stopped immediately.
- 27 That the construction is being permitted with a condition that the debris shall not be deposited on pre-identified site with due consent/NOG of the land owner.
- 28 That C&D Waste of large scale above 20M³ shall not be disposed off as per Waste management plan approved online & as per Construction and Demolition Waste Management Rules 2016.
- 29 That the debris shall not be deposited on pre-identified site with due consent / NOG of the land owner.
- 30 That in the event the consent given by the disposal site owner/authority is revoked for any reasons, and/or in the event the time limit during which disposal site was available gets expired, the relevant construction activity shall not be stopped & show cause notice shall not be given & till such time Waste Management Plan/Debris Management plan is amended to provide the new site for dumping of C&D Waste and got approved online, construction work shall be recommenced.
- 31 That the comprehensive registered undertaking as per EODB shall not be submitted.
- 32 That any officer of MCGM/ Monitoring Committee shall not be entitled to inspect the record of grant of IOD, visit & inspect landfill sites, as well as, MCGM Officers/ Monitoring Committee shall not be entitled to bring to the notice of MCGM any breach in the IOD conditions. The order passed by MCGM on the



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reported breaches shall not be final & binding.

- 33 That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load shall not be submitted before C.C.
- 34 That the building shall not be designed with the requirements of all relevant IS codes including IS 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 35 That the borewell shall not be constructed in consultation with Hydraulic Engineer.
- 36 That set-back/D.P. Road/D.P. Reservation/Amenity Space area shall not be handed over to M.C.G.M.
- 37 That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 38 That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 39 That the RUT shall not be submitted stating that during COVID-19 pandemic situation all guidelines from Central Govt./State Govt./MCGM will be strictly followed on construction sites.
- 40 That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 41 R.U.T. shall not be submitted for handover excess parking to MCGM free of cost in case full permission F.S.I./T.D.R. is not consumed in future.
- 42 That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
- 43 That in breach of any of the above said conditions; this approval is liable to be revoked.

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the notice in the form of Annexure-14 of DCPR-2034 (Intimation of completion of plinth by site supervisor) shall not be submitted.
- 2 That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
- 3 That the structural stability certificate through Regd. Structural engineer regarding stability of constructed plinth shall not be submitted before asking for CC beyond plinth.
- 4 All the payments as intimated by various departments of MCGM shall not be paid.
- 5 Revalidated Janata Insurance Policy shall not be submitted.
- 6 That the Material testing report shall not be submitted.
- 7 That the monthly progress report of the work will not be submitted by the Architect.
- 8 That in the event setback is not handed over then at FCC, area equivalent to the area of Setback shall not be restricted till such area is handed over or as per circular issued from time to time.
- 9 That the extra water and sewerage charges shall not be paid and requisite No Due pending certificate of Asst. Engineer (Water Works) shall not be submitted.
- 10 That the application for separate P.R.C. in the name of M.C.G.M. for road set back/D.P. Road shall not be submitted.

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11 That the all conditions mentioned in amended plan approved time to time shall not be complied with.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- 1 That the dust bin shall not be provided.
- 2 That the NOC for vermiculture bin shall not be submitted.
- 3 That 3.00mt. wide paved pathway upto staircase shall not be provided.
- 4 That the open spaces as per approval, parking spaces and terrace shall not be kept open.
- 5 That the name plate/board showing Plot No., Name of the Bldg. etc. shall not be displayed at a prominent place.
- 6 That the carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- 7 That terraces, sanitary blocks, nahanis in kitchen shall not be made Water proof and same shall not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test shall not be done in presence of licensed plumber.
- 8 That final N.O.C. from concerned authorities / empanelled consultants for a. S.W.D. b. Sewerage c. Water Works d. CFO / Fire Fighting Provisions e. Tree authority f. Hydraulic Engineer g. A.A & C R Ward h. Rain water harvesting completion, i. Roads, shall not be submitted before Occupation.
- 9 That Structural Engineer's final Structural Stability Certificate along with upto date License copy and R.C.C. design final plan shall not be submitted.
- 10 That completion plans shall not be submitted along with Notice of Completion of work u/sec. 353 A of M.M.C. Act for work completed on site.
- 11 That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
- 12 That a sample Registered Agreement with prospective buyers/members shall not be submitted before O.C. with clauses as per comprehensive Undertaking submitted.
- 13 That the PRC in the name of MCGM for set-back area shall not be submitted.
- 14 That the Completion certificate from the rain water harvesting consultant for effective completion and functioning of RWH system shall not be submitted and quantum of rain water harvested from the RWH completed scheme on the site shall not be uploaded on RWH tab in online AutoDCR system.
- 15 The Dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately as the same plot by the resident/occupants of the building in the jurisdiction of MCGM. The necessary condition in the sale agreement to that effect shall be incorporated by the developer/owner.
- 16 That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system or the residential part of the building will not be affected if applicable.
- 17 Water available from rain water harvesting shall not be used from toilet flushing. OC shall be granted only after compliance of the same.
- 18 That certificate under Sec. 270A of B.M.C. Act will not be obtained from H.E. Department regarding



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No. P-8453/2021/(263/B)/R/C
Ward/BORIVALI-R/C/IOD/1/New

adequacy of water supply.

- 19 That B.C.C. will not be obtained and I.O.D. and Debris deposit etc. will not be claimed for refund within a period of 6 years.

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No. P-8453/2021/(263/B)/R/C
Ward/BORIVALI-R/C/IOD/1/New

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 30 January day of 2023 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

Executive Engineer, Building Proposals,
Zone Wards.

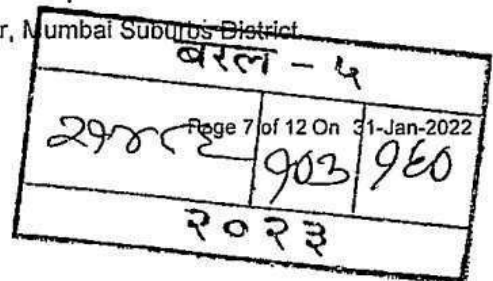
SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
2. 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. (Town Hall) above Town Hall Datum.

4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
5. Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
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 Suburban District.



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

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

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No. EB/CE/ /BS /A/

NOTES

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



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avoid the excavation of the road and footpath.

- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with. 22) I
- 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 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. 23)
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate. 24) Mt.a
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate. 25)
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed. 26)
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment. 27)
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding. 28)
- 19) No work should be started unless the existing structures proposed to be demolished are demolished. 29)
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation and commencing the work under Section 347(1) (aa) or your starting the work without removing the structure proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn. 30)
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with following:- 31)
- i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each. 32)
 - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail the alternative accommodation in the proposed structure at standard rent. 33)
 - iii. Plans showing the phased programme of construction, has to be duly approved by this office before starting the work.

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

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



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Ward/BORIVALI-R/C/IOD/1/New

Executive Engineer, Building Proposals
Zones wards.

P-8453/2021/(263/B)/R/C Ward/BORIVALI-R/C/IOD/1/New

Copy To :- 1. Anil V. Shirgaonkar
Hall, Borivali(W) 20/B, Court Cambers, S.V. Road, Opp. Bhatia Hall, Borivali(W), 20/B, Court Cambers, S.V. Road, Opp.

2. Asst. Commissioner R/C Ward
3. A.E.W.W. R/C Ward
4. Dy. A & C. Western Suburb II
5. Chief Officer, M.B.R. & R. Board, R/C Ward
6. Designated Officer, Asstt. Engg. (B. & F.) R/C Ward
7. The Collector of Mumbai

Name : Hanumanth S
Bure
Designation : Execut
Engineer
Organization : Perso
Date : 31-Jan-2022

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Form 88

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

Annexure - "F"



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. P-8454/2021/(263/B)/R/C Ward/BORIVALI-R/C/IOD/1/New

MEMORANDUM

Municipal Office, Mumbai

To,

SHRI GOPALKRISHNA P. SHETTY, PARTNER OF M/S NHI DEVELOPERS LLP, CA TO AKSHAYA AND JAYSHREE CHS LTD.

SHOP NO. 1 AND 2, SATYADEEP CHS LTD., CHIKUWADI, BORIVALI (WEST), MUMBAI: 400092

With reference to your Notice 337 (New), letter No. 1769 dated. 8/9/2021 and the plans, Sections Specifications and description and further particulars and details of your buildings at PROPOSED REDEVELOPMENT OF BUILDING KNOWN AS AKSHAYA-CHS-LTD. AND JAYSHREE CHS LTD. AT JAYRAJ NAGAR, BORIVALI WEST, MUMBAI FOR BUILDING NO. 2 CTS/CS/FP No. 263/B furnished to me under your letter, dated 8/9/2021. I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to date, my disapproval by reasons thereof :-

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

- 1 That the commencement certificate under section 45/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the work.
2 That the notice in form of Annexure XIII of DCPR-2034 (Work Start Notice) shall not be submitted.
3 That this provisional I.O.D. shall be used as an instrument to vacate the occupants of the building, without following due process of law.
4 That the consent/agreement with existing tenements along with the plans for demolition of their tenements for acceptance of alternate accommodation will not be submitted before C.C.
5 That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per Regulation No.37(24) of DCPR-2034.
6 That the low lying plot will not be filled up to a reduced level of at least 27.55 mtr. T.H.D. or 0.15 Mtr. above adjoining road level whichever is higher with murrum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.



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- 7 That the Board shall not be displayed showing details of proposed work, name of owner, developer, architect, R.C.C. consultant etc.
- 8 That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 9 That the NOC from Collector (M.S.D.)/N.O.C. for Royalty/filling of land shall not be obtained and the requisitions mentioned therein shall not be complied with.
- 10 That the requirements of N.O.C. of i) Reliance Energy/Tata Power ii) S.G. iii) P.C.O. iv) A.A. & C. v) S.P. vi) S.W.D. vii) M.T.N.L. viii) H.E. ix) CFO will not be obtained and the requisitions if any will not be complied with before starting the work.
- 11 That the requisitions of clause 49(3) & (4) of DCPR 2034 shall not be complied with and records of quality of work, verification report, etc. shall be maintained on site till completion of the entire work.
- 12 That the specifications for layout/D.P./or access roads/development of setback land will not be obtained before starting of construction work and setback land will not be developed accordingly including providing street light and SWD completion work will not be obtained before B.C.C.
- 13 That the Structural Engineer will not be appointed, Supervision memo as per Annexure 5 [DCPR 10(3)(ix)] will not be submitted by him.
- 14 That the appointment and acceptance of all consultants as per E.O.D.B shall not be submitted.
- 15 That all the requisite document/re-mark from consultants as per E.O.D.B. shall not be submitted before asking for C.C.
- 16 That the Janata Insurance Policy shall not be submitted.
- 17 That the One time PCO charges shall not be paid before asking for C.C.
- 18 That the road setback/reservation demarcation shall not be obtained from AE (Survey).
- 19 That the Indemnity bond indemnifying the corporation and its officers and specific clause in the sale agreement for a) Against any action pending on existing structure b) Against any legal dispute of plot/ownership c) Damages, risk, accidents etc & nuisance to occupier & neighbourhood during construction d) Against any litigation, claims, disputes arising out the proposed inadequate width/space of kitchen/rooms, AVS, etc. e) That more height of still will not be misused f) Against inconvenience/accident caused due to installation of mechanized stack parking g) inadequate ratio of Car parking h) Deficient open spaces and future development of neighborhood shall not be submitted before CC.
- 20 That the registered undertaking and indemnity bond regarding following shall not be submitted before asking for the C.C. a) Agreeing to comply all the conditions mentioned as under: - i) For the Mechanized Parking system shall be equipped with electric sensor devices and also proper precaution and safety measures shall be taken to avoid any mishap/ the damages occurred due to flooding, if any and maintenance of the same shall be done regularly. ii) Mentioning that the area reserved for parking shall be used / utilized for the purpose of parking only. iii) Mentioning that the special attendant will be deployed to control the maneuvering and the movement of car between entry and exit gates and at the junctions of mechanized parking system. b) Mentioning that the clauses will be incorporated in the sale agreement of prospective buyers/members stating: - a. That the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future. b. That the buyer / member agrees for no objection for the neighbourhood development with deficient open space in future. c. That the buyer / member will not be held M.C.G.M. liable for failure of

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mechanical Parking system in future. d. That there is inadequate maneuvering space of car parkings and buyer / member will not make any complaint to M.C.G.M. in this regard in future. c) Mentioning that the additional parking spaces will be surrendered to MCGM free of cost if full FSI including fungible is not utilized by way of submitting amended plans.

- 21 That the work shall not be carried out between 6.00am to 7.00pm only in accordance with rule 5A(3) of the noise pollution (Regulation & control) Rules, 2000 and the provision of notification issued by Ministry of Environment and Forest department from time to time shall not be duly observed.
- 22 That all the conditions in the orders of Hon'ble Supreme Court of India dated 15.03.2018 in the case of Dumping Ground should not be complied with.
- 23 That all the conditions in the NOC u.no. /0/2022/R/C/WSII Dated 21.01.2022 from SWM department obtained online in response to application under no.P-8454/2021/(263/B)/R/C Ward/BORIVALI-R/C-SWM/1/New , dated - 21.01.2022 to transport & deposit /dump / level the C & D Waste at only designated unloading site -Plot Bearing Survey No.14/1/B,14/2,14/4,14/5,14/6,15,16,16/B,17/3,17/4/A,17/4/B,17/5,19/A,19/B,19/C,19/D,20/1/1,21/1,21/2,21/3,21/4,21/5,21/6,21/7,21/8,21/9,21/11/B,22,24,25/1/2,25/2,26/1,26/2,26/3,26/4,26/5,26/6,26/8,27/1/A,27/2,27/3/A,27/3/B,28/1/A,28/1/C,28/1/D,30/1,30/2,30/4,31/A,39/B,41/1 Ecohomes-Townships LLP,Village-Ranjnoli,Taluka-Bhivandi,Dist-Thane. & validity 19.12.2022. shall not be complied with.
- 24 That the valid Bank Guarantee of Rs. 5,00,000/- shall not be furnished solely for the purpose of ensuring compliance of the conditions in the Waste Management Plan/Debris Management Plan approved by SWM department of MCGM, till grant of full Occupation Certificate.
- 25 That the adequate safeguards should not be employed for preventing dispersal of (dust) particles/particles through the Air (or even otherwise) & adequate record shall not be maintained & uploaded for every single trip for disposal of C&D waste, at the time of loading the C&D waste in vehicle, after loading the C&D waste in the vehicle during the hauling.
- 26 That the construction site & landfill site shall not be inspected by the Licensed Architect/ Licensed Engineer, the compliance report thereof shall not be uploaded, any breach in respect of the same will not entail the cancellation of the building permission or the IOD & the work will not be liable to be stopped immediately.
- 27 That the construction is being permitted with a condition that the debris shall not be deposited on pre-identified site with due consent/NOC of the land owner.
- 28 That C&D Waste of large scale above 20MT shall not be disposed off as per Waste management plan approved online & as per Construction and Demolition Waste Management Rules 2016.
- 29 That the debris shall not be deposited on pre-identified site with due consent / NOC of the land owner.
- 30 That in the event the consent given by the disposal site owner/authority is revoked for any reasons, and/or in the event the time limit during which disposal site was available gets expired, the relevant construction activity shall not be stopped & show cause notice shall not be given & till such time Waste Management Plan/Debris Management plan is amended to provide the new site for dumping of C&D Waste and got approved online, construction work shall be recommenced.
- 31 That the comprehensive registered undertaking as per EODB shall not be submitted.
- 32 That any officer of MCGM/ Monitoring Committee shall not be entitled to inspect the record of grant of IOD, visit & inspect landfill sites, as well as, MCGM Officers/ Monitoring Committee shall not be entitled to bring to the notice of MCGM any breach in the IOD conditions. The order passed by MCGM on the



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reported breaches shall not be final & binding.

- 33 That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load shall not be submitted before C.C.
- 34 That the building shall not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 35 That the borewell shall not be constructed in consultation with Hydraulic Engineer.
- 36 That set-back/D.P. Road/D.P. Reservation/Amenity Space area shall not be handed over to M.C.G.M.
- 37 That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 38 That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 39 That the RUT shall not be submitted stating that during COVID-19 pandemic situation all guidelines from Central Govt./State Govt./MCGM will be strictly followed on construction sites.
- 40 That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 41 R.U.T. shall not be submitted for handover excess parking to MCGM free of cost in case full permission F.S.I./T.D.R. is not consumed in future.
- 42 That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
- 43 That in breach of any of the above said conditions; this approval is liable to be revoked.
- 44 NOC from Electric shall not be submitted before CC.
- 45 NOC from MOEF shall not be submitted before requesting CC for construction area beyond 20,000 Sq. mts
- 46 That the all layout Terms and Condition shall not be complied with.

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the notice in the form of Annexure-14 of DCPR-2034 (Intimation of completion of plinth by site supervisor) shall not be submitted.
- 2 That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
- 3 That the structural stability certificate through Regd. Structural engineer regarding stability of constructed plinth shall not be submitted before asking for CC beyond plinth.
- 4 All the payments as intimated by various departments of MCGM shall not be paid.
- 5 Revalidated Janata Insurance Policy shall not be submitted.
- 6 That the Material testing report shall not be submitted.
- 7 That the monthly progress report of the work will not be submitted by the Architect.
- 8 That in the event setback is not handed over then at FCC, area equivalent to the area of Setback shall not be restricted till such area is handed over or as per circular issued from time to time.

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9 That the extra water and sewerage charges shall not be paid and requisite No Due pending certificate of Asst. Engineer (Water Works) shall not be submitted.

10 That the application for separate P.R.C. in the name of M.C.G.M. for road set back/D.P. Road shall not be submitted.

11 That the all conditions mentioned in amended plan approved time to time shall not be complied with.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

1 That the dust bin shall not be provided.

2 That the NOC for vermiculture bin shall not be submitted.

3 That 3.00mt. wide paved pathway upto staircase shall not be provided.

4 That the open spaces as per approval, parking spaces and terrace shall not be kept open.

5 That the name plate/board showing Plot No. Name of the Bldg. etc. shall not be displayed at a prominent place.

6 That the carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.

7 That terraces, sanitary blocks, nahanis in kitchen shall not be made Water proof and same shall not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test shall not be done in presence of licensed plumber.

8 That final N.O.C. from concerned authorities / empanelled consultants for a. S.W.D. b. Sewerage c. Water Works d. CFO / Fire Fighting Provisions e. Tree authority f. Hydraulic Engineer g. A.A & C P Ward h. Rain water harvesting completion in Roads, shall not be submitted before Occupation.

9 That Structural Engineer's final Structural Stability Certificate along with upto date License copy and R.C.C. design final plan shall not be submitted.

10 That completion plans shall not be submitted along with Notice of Completion of work u/sec. 353 A of M.M.C. Act for work completed on site.

11 That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.

12 That a sample Registered Agreement with prospective buyers/members shall not be submitted before O.C. with clauses as per comprehensive undertaking submitted.

13 That the PRC in the name of MCGM for set-back-area shall not be submitted.

14 That the Completion certificate from the rain water harvesting consultant for effective completion and functioning of RWH system shall not be submitted and quantum of rain water harvested from the RWH completed scheme on the site shall not be uploaded on RWH tab in online AutoDCR system.

15 The Dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately as the same plot by the resident/occupants of the building in the jurisdiction of MCGM. The necessary condition in the sale agreement to that effect shall be incorporated by the developer/owner.

16 That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. tank, etc. for Maternity Home/Nursing Home user will not be provided and that drainage system or the



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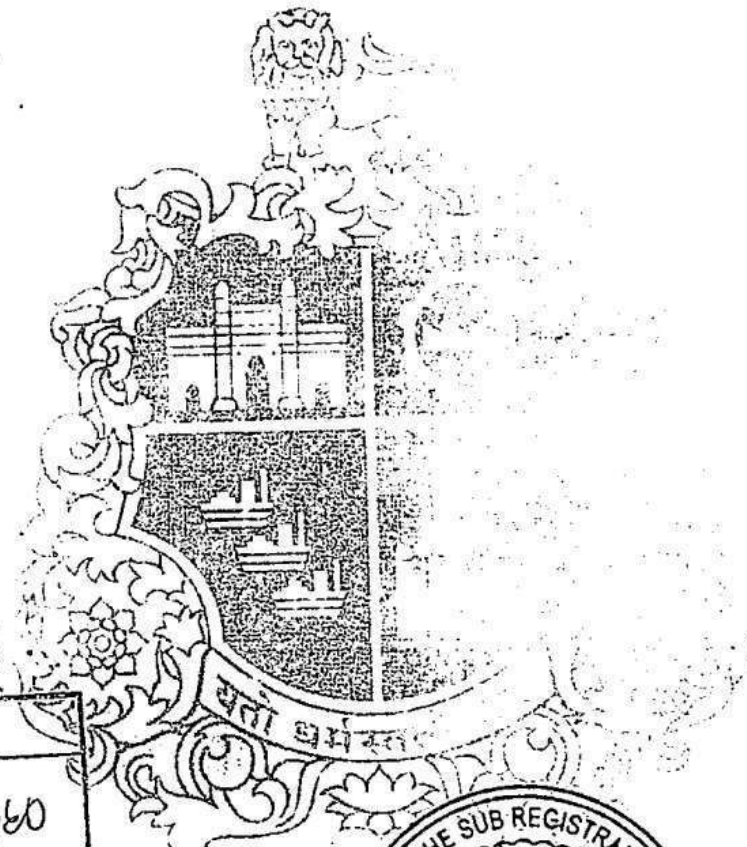
No. P-8454/2021/(263/B)/R/C
Ward/BORIVALI-R/C/IOD/1/New

residential part of the building will not be affected if applicable.

- 17 Water available from rain water harvesting shall not be used from toilet flushing. OC shall be granted only after compliance of the same.
- 18 That certificate under Sec. 270A of B.M.C. Act will not be obtained from H.E. Department regarding adequacy of water supply.
- 19 That B.C.C. will not be obtained and I.O.D. and Debris deposit etc. will not be claimed for refund within a period of 6 years.

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No. P-8454/2021/(263/B)/R/C
Ward/BORIVALI-R/C/IOD/1/New

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 28 January day of 2023 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals,
Zone, Wards.

SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
2. 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 a 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. (Town Hall) above Town Hall Datum.
4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.
5. Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
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.



Page 7 of 12 On 29-Jan-2022

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Jan-2022

No. P-8454/2021/(263/B)/R/C
Ward/BORIVALI-R/C/IOD/1/New

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

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

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No. P-8454/2021/(263/B)/R/C
Ward/BORIVALI-R/C/IOD/1/New

No. EB/CE/ /BS /A/

NOTES

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

Page 9 of 12 On 29-Jan-2022



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avoid the excavation of the road and footpath.

- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with. 22)
- 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. 23)
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate. 24) Mt.a
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate. 25)
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed. 27)
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment. 28)
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding. 29)
- 19) No work should be started unless the existing structures proposed to be demolished are demolished. 30)
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event if your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn. 31) 1
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:- 32)
 - i. Specific plans in respect of evicting or rehusing the existing tenants on hour stating their number and the areas in occupation of each.
 - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail the alternative accommodation in the proposed structure at standard rent. 33)
 - iii. Plans showing the phased programme of constructions has to be duly approved by this office before

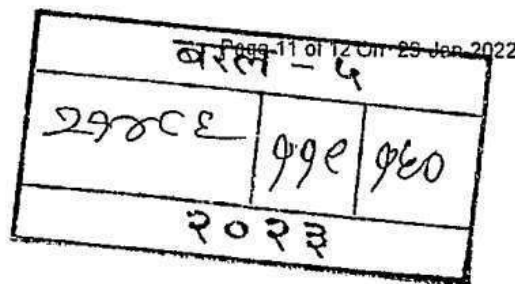
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No. P-8454/2021/(263/B)/R/C
Ward/BORIVALI-R/C/IOD/1/New

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

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



No. P-8454/2021/(263/B)/R/C
Ward/BORIVALI-R/C/IOD/1/New

Executive Engineer, Building Proposals
Zones wards.

P-8454/2021/(263/B)/R/C Ward/BORIVALI-R/C/IOD/1/New

Copy To :- 1. Anil V. Shirgaonkar
20/B, Court Cambers, S.V. Road, Opp. Bhatia Hall, Borivali(W) 20/B, Court Cambers, S.V. Road, Opp.

Hall, Borivali(W)

2. Asst. Commissioner R/C Ward
3. A.E.W.W. R/C Ward
4. Dy. A & C. Western Suburb. II
5. Chief Officer, M.B.R. & R. Board R/C Ward
6. Designated Officer, Asstt. Engg. (B. & F.) R/C Ward
7. The Collector of Mumbai

वरल - ५		
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Name : Hanumanth Saha
Bure
Designation : Executive
Engineer
Organization : Personal
Date : 29-Jan-2022 14:00

To.
SHRI GO
M/s. NHI
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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-8453/2021/(263/B)/R/C Ward/BORIVALI-R/C/CC/1/New

COMMENCEMENT CERTIFICATE

To,
SHRI GOPALKRISHNA P. SHETTY PARTNER OF
M/s. NHI DEVELOPERS LLP, CA TO AKSHAYA
AND JAYSHREE CHS LTD.
SHOP NO. 1 AND 2, SATYADEEP CHS LTD.,
CHIKUWADI, BORIVALI (WEST), MUMBAI: 400092.

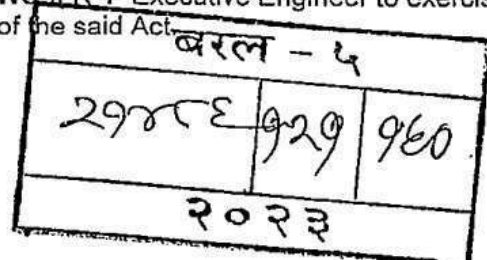
Sir,

With reference to your application No. P-8453/2021/(263/B)/R/C Ward/BORIVALI-R/C/CC/1/New Dated. 07 Sep 2021 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 07 Sep 2021 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on Plot No. 1, C.T.S. No. 263/B Division / Village / Town Planning Scheme No. BORIVALI-R/C situated at JAYRAJ NAGAR ROAD Road // Street in R/C Ward Ward.

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

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

The Municipal Commissioner has appointed Shri. Exe.Engr.(BP)WS-II R-1 Executive Engineer to exercise his powers and functions by the Planning Authority under Section 45 of the said Act.



This CC is valid upto 11/1/2024

Issue On : 12 Jan 2023

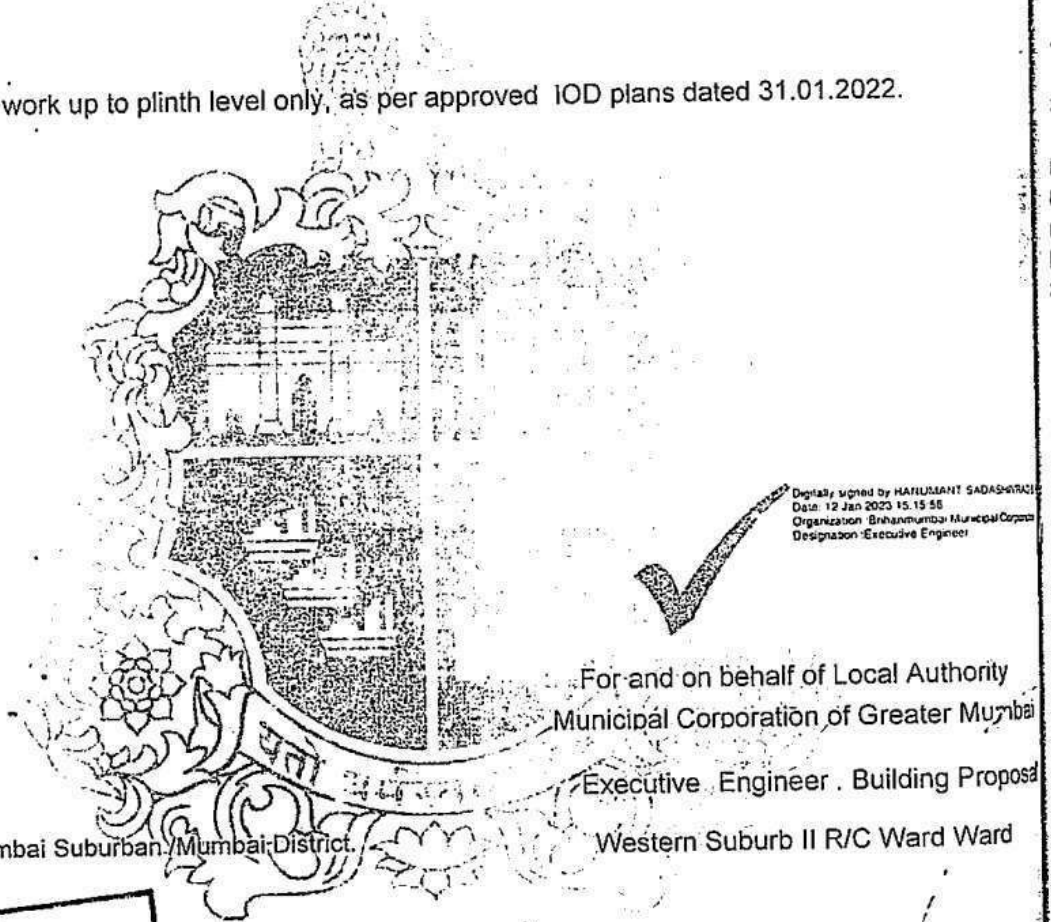
Valid Upto : 11 Jan 2024

Application Number :

P-8453/2021/(263/B)/R/C
Ward/BORIVALI-R/C/CC/1/New

Remark :

This C.C. is granted for work up to plinth level only, as per approved IOD plans dated 31.01.2022.



Cc to :

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

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P-8453/2021/(263/B)/R/C Ward/BORIVALI-R/C/CC/1/New

Page 2 of 2 On 12-Jan-2023

To.
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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-8454/2021/(263/B)/R/C Ward/BORIVALI-R/C/CC/1/New

COMMENCEMENT CERTIFICATE

To,
SHRI GOPALKRISHNA P. SHETTY, PARTNER OF
M/s. NHI DEVELOPERS LLP, CA TO AKSHAYA
AND JAYSHREE CHS LTD.
SHOP NO. 1 AND 2, SATYADEEP CHS LTD.,
CHIKUWADI, BORIVALI (WEST), MUMBAI: 400092

Sir,
With reference to your application No. P-8454/2021/(263/B)/R/C Ward/BORIVALI-R/C/CC/1/New Dated. 08 Sep 2021 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 08, Sep 2021 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 1, C.T.S. No 263/B Division / Village / Town Planning Scheme No. BORIVALI-R/C situated at JAYRAJ NAGAR ROAD Road / Street in R/C Ward Ward .

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

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

The Municipal Commissioner has appointed Shri. Exe.Engr.(BP)WS-1/R-1 Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



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This CC is valid upto 11/1/2024

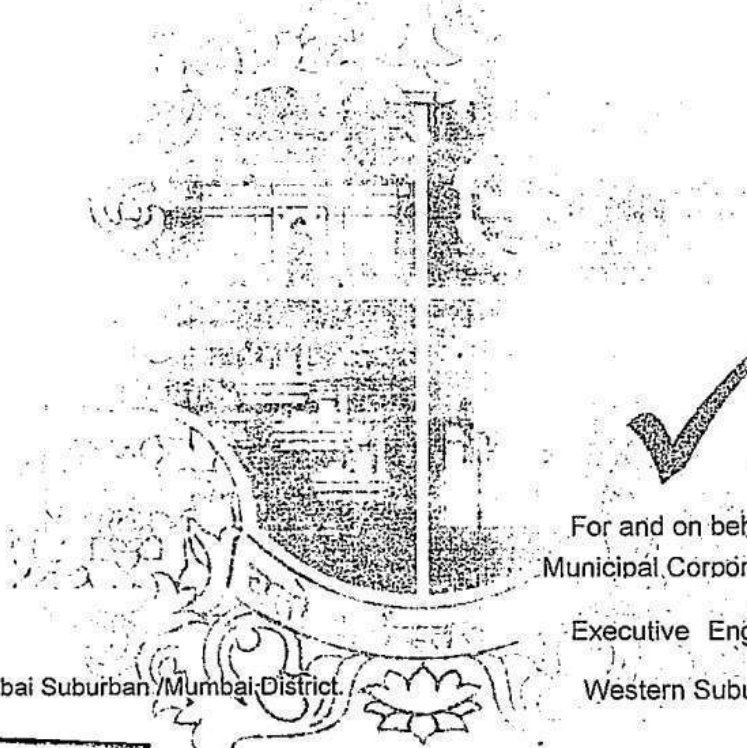
Issue On : 12 Jan 2023

Valid Upto : 11 Jan 2024

Application Number : P-8454/2021/(263/B)/R/C
Ward/BORIVALI-R/C/CC/1/New

Remark :

This C.C. is granted for work up to plinth level only as per approved IOD plans dated 29.01.2022.



Digitally signed by MANUMANT SADASHIV
Date: 12 Jan 2023 15:22:31
Organization: Borivn Mumbai Municipal Corpns
Designation: Executive Engineer



For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Executive Engineer . Building Proposal
Western Suburb II R/C Ward Ward

Cc to :

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

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P-8454/2021/(263/B)/R/C Ward/BORIVALI-R/C/CC/1/New

Page 2 of 2 On 12-Jan-2023

To.
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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-8453/2021/(263/B)/R/C Ward/BORIVALI-R/C/FCC/1/New

COMMENCEMENT CERTIFICATE

TO: SHRI GOPALKRISHNA P. SHETTY PARTNER OF
M/s. NHI DEVELOPERS LLP, CA TO AKSHAYA
AND JAYSHREE CHS LTD.

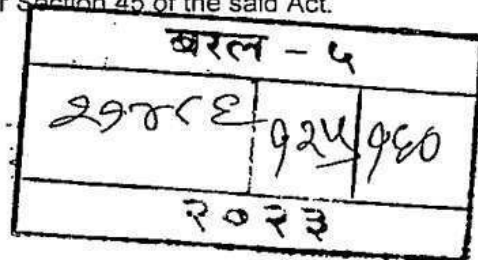
SHOP NO. 1 AND 2, SATYADEEP CHS LTD.,
CHIKWADI, BORIVALI (WEST), MUMBAI: 400092.

With reference to your application No. P-8453/2021/(263/B)/R/C Ward/BORIVALI-R/C/FCC/1/New
Dated. 07 Sep 2021 for Development Permission and grant of Commencement Certificate under Section 44 &
69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission
under Section 346 no 337 (New) dated 07 Sep 2021 of the Mumbai Municipal Corporation Act 1888 to erect a
building in Building development work of on plot No. 1 C.T.S. No. 263/B Division / Village / Town Planning
Scheme No. BORIVALI-R/C situated at JAYRAJ NAGAR ROAD Road / Street in R/C Ward Ward .

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

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

The Municipal Commissioner has appointed Shri. SWAPNIL B. PATIL AE BP R-II Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



This CC is valid upto 11/1/2024

Issue On : 12 Jan 2023

Valid Upto : 11 Jan 2024

Application Number :

P-8453/2021/(263/B)/R/C
Ward/BORIVALI-R/C/CC/1/New

Remark :

This C.C. is granted for work up to plinth level only, as per approved IOD plans dated 31.01.2022.

Approved By
Exe.Engr.(BP)WS-II R-1
Executive Engineer

Cc to
1.
2.

Issue On : 23 Aug 2023

Valid Upto : 11 Jan 2024

Application Number :

P-8453/2021/(263/B)/R/C
Ward/BORIVALI-R/C/FCC/1/New

Remark :

This C.C. is granted and further extended for entire work of building comprising of Wing 'A' and 'B' consisting of ground (pt.)/Stilt (Pt) + 1st to 4th Floor, for Podium + 5th to 22nd Upper Floors + LMR/OHT as per approved IOD plan dated 31.01.2022.

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Digitally signed by Swapnil Bhagawat Paul
Date: 23 Aug 2023 16:02:04
Organization: Brihanmumbai Municipal Corporation
Designation: Assistant Engineer (BP)

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

Cc to :

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

Assistant Engineer . Building Proposal

Western Suburb II R/C Ward Ward



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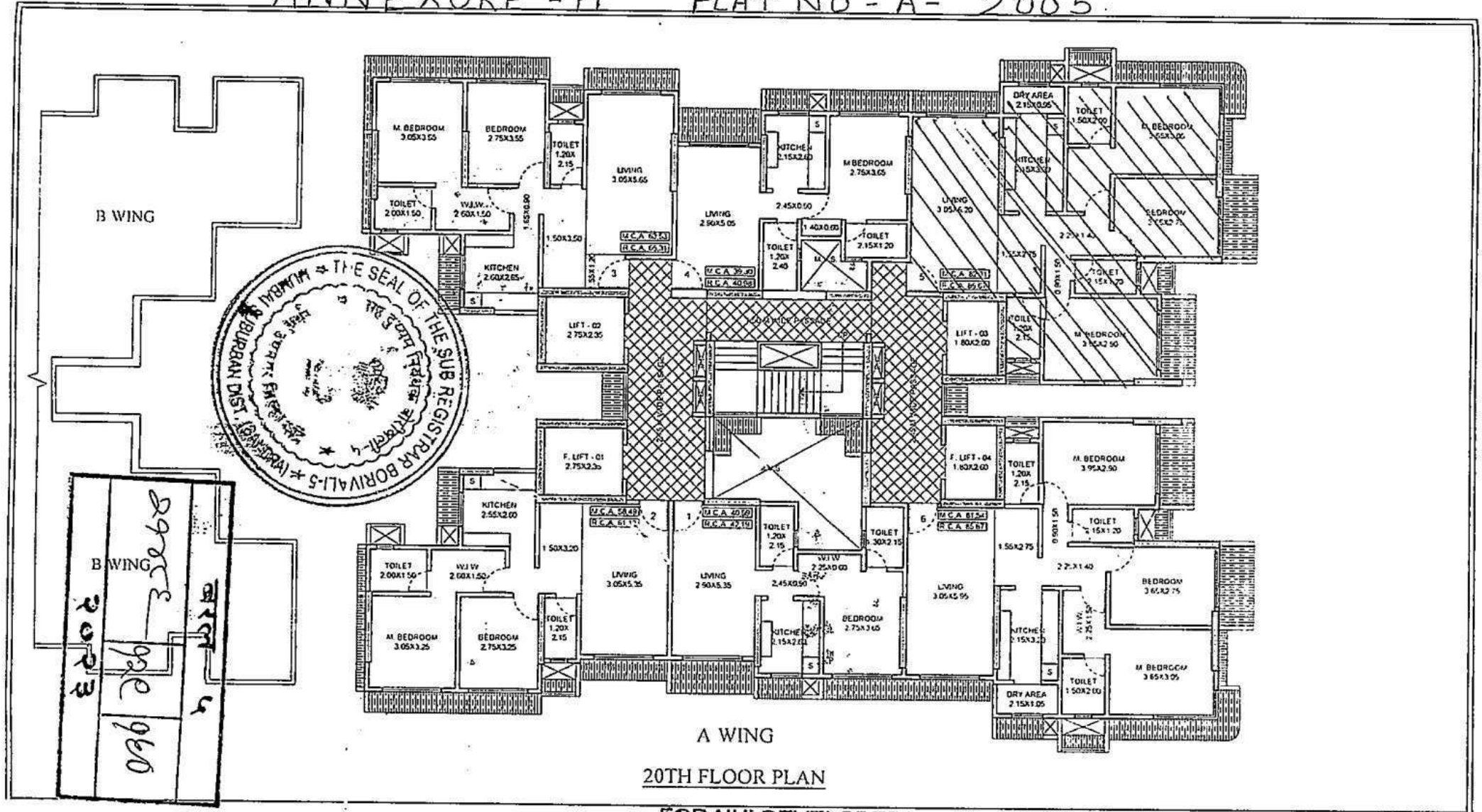


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ANNEXURE - H FLAT NO - A - 2005

ANNEXURE - H FLAT NO - A - 2005



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FOR NHI DEVELOPERS LLP
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 Partner / Partner

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Partner
 Partner

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REGISTRATION DEPARTMENT

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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 : P51800049511

Project: AKSHAYA AND JAYSHREE REDEVELOPMENT , Plot Bearing / CTS / Survey / Final Plot No.: 263/B, 263/B at Borivali, Borivali, Mumbai Suburban, 400092;

1. NHI Developers Llp having its registered office / principal place of business at Tehsil: Borivali, District: Mumbai Suburban, Pin: 400092.
2. This registration is granted subject to the following conditions, namely:-
 - o The promoter shall enter into an agreement for sale with the allottees;
 - o 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;
 - o 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;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - o The Registration shall be valid for a period commencing from 15/02/2023 and ending with 31/12/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - o 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.



Dated: 15/02/2023
Place: Mumbai

Signature valid
Digitally Signed by
Dr. Vasanti Premanand Prabhu
(Secretary, MahaRERA)
Date: 15-02-2023 15:54:18

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

बल - ५		
29858	939	960
२०२३		

मी
बोली
आल
दिले
करु
रदद
नाही
कुल
सदर
शिक्षे
दिन

कोरा कागद



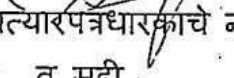
वरल - ५		
२७०८६	१३२	१६६
२०२३		



घोषणापत्र

मी पंकज वानी याद्वारे घोषित करतो की, दुय्यम निबंधक-----
बोलीवली यांचे कार्यालयात मदारगाव या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री गोपालकृष्ण पी. शेठ्ठी व इ. यांनी दि. 24/3/23 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक 22/12/23


कुलमुखत्यारपत्रधारकाचे नाव
व सही



खरल - ५		
29008	933	960
२०२३		

कोरा कागद

खाल - ५		
२१४८६	१३४	१६०
२०२३		



451/4402

Friday, March 24, 2023
4:12 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 4872 दिनांक: 24/03/2023

गावाचे नाव: बोरीवती

दस्तावेजाचा अनुक्रमांक: बरत7-4402-2023

दस्तावेजाचा प्रकार: पॉवर ऑफ अॅटॉर्नी

सादर करणाऱ्याचे नाव: मेतर्स एनएनआय टेन्हेलपर्स एलएलपी चे भागीदार गोपालकृष्ण पी. शेटी

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 300.00

पृष्ठांची संख्या: 15

एफएम

रु. 400.00

आपणास मूळ दस्त, पंचनेल प्रिंट, सूची-२ बदाचे
4:27 PM ह्या वेळेस मिळेल.

सह डायरेक्टर, बोरीवती

बाजार मुल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 500/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 300/-

डीटी/घनादेश/पे ऑर्डर क्रमांक: 2403202315505 दिनांक: 24/03/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-

डीटी/घनादेश/पे ऑर्डर क्रमांक: MH017347972202223E दिनांक: 24/03/2023

बँकेचे नाव व पत्ता:

avilleg



बरतल: - ५		
2980E	934	980
२०२३		



वरल - ५		
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२०२३		



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, MR. GOPALKRISHNA P. SHETTY, MR. HEMAL C. CHOKSEY & MR. NIKHIL KHANDELWAL Partners of M/s. NHI Developers LLP, having address at Shop No. 1 & 2, Satyadeep CHS Ltd., Chikuwadi, Borivali West, Mumbai 400092 SEND GREETINGS:-

WHEREAS we MR. GOPALKRISHNA P. SHETTY, MR. HEMAL C. CHOKSEY & MR. NIKHIL KHANDELWAL Partners of M/s. NHI Developers LLP are engaged in construction and development of the The Residential Building "Akshaya Residency" & Commercial Building "Akshaya Commercial Complex" in the vicinity of Mumbai (hereinafter referred to as "the said Property");

Handwritten signature of Hemal C. Choksey

Handwritten signature of Nikhil Khanelwal

वरल - ७/४		
२०२२	२	१५
२०२३		

AND WHEREAS due to our busy schedule and unavoidable circumstances, we are not able to present before the office of [t. Registrar of Assurances, at Borivali, and hence it is not for us to register the proposed documents in respect of Flat Shops/ Offices/ Parking space at Akshaya Residency & a Commercial Complex to be constructed in future, with Sub-Registrar of Assurances, at Borivali hence we hereby nominate, constitute and appoint MR. PANKAJ VITHAL VAITY & MR. SAGAR MOHAN KHAPARE, to be our true and lawful attorney;



बल - ५		
2900E	93	980
२०२३		

We therefore appoint, engage, authorize, empower, nominate and constitute said MR. PANKAJ VITHAL VAITY aged 58 having address Shop No 5, Borivali Ashirwad Society, L T Road, Borivali West, Mumbai - 400092 & MR. SAGAR MOHAN KHAPARE, aged 28 years, having address at Shop No 5, Borivali Ashirwad Society, L T Road, Borivali West, Mumbai - 400092, to be our true and lawful constituted attorney to do all the acts, deeds, things, matters for us and on behalf.



NOW THIS DEED WITNESSETH AS UNDER:-

- To present for registration of the Agreement for Sale, Deed of Rectification, Deed of Cancellation, Alternate Accommodation Agreement and any other documents and

बल - ७/५		
२०२	३	९५
२०२३		

undertaking which are already signed and executed by us in respect of flat/ shops/ offices/ parking spaces/ commercial and residential premises at Akshaya Residency

(Handwritten signatures)



& Akshaya Commercial Complex to be constructed in future, on our behalf and in our name and admit the execution before the Registering authority.

2. We do hereby authorise our attorney to present for registration in respect of flat/ shops/ offices/ parking spaces/ commercial and residential premises at Akshaya Residency & Akshaya Commercial Complex, on our behalf and in our name.

3. To lodge and present documents before the Jt. Sub-Registrar of Assurances, Mumbai and to admit in execution thereof admitting necessary documents and to sign in the register on our behalf and to collect the registered documents from the Jt. Sub-Registrar of Assurances, Mumbai.



To sign all necessary papers in respect of the shops/ offices/ parking spaces/ commercial and residential premises at Akshaya Residency & Akshaya Commercial Complex, on our behalf and in our name.

5. To approach the Collector of Stamps Office, for refund of the Stamp duty, if any, and to make necessary correspondence.

बरेल - ५		
2980	930	980
२०२३		
बरेल - ७/३४		
२०२४	९४	
२०२३		

AND GENERALLY to do all such acts, deeds, things, matters, as our said constituted Attorney shall deem fit, proper, necessary and expedient.

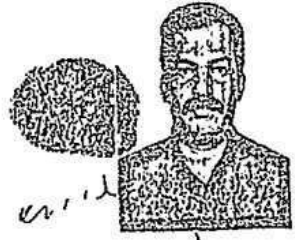
[Handwritten signatures and initials]



AND LASTLY WE HEREBY AGREE AND UNDERTAKE TO
AND CONFIRM all such acts, deeds, things, matters as
our said constituted attorney shall do or cause to be done by
virtue of these presents.

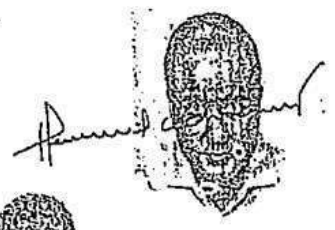
IN WITNESS WHEREOF we the executants abovenamed
have signed this General Power of Attorney on this 24th day of
March, 2023.

SIGNED, SEALED & DELIVERED)
by the withinnamed "EXECUTANT")
MR. GOPALKRISHNA P. SHETTY)
Partner of M/s. NHI Developers LLP)



In the presence of श्री. शिवाजी...)
① Shetty)
② Shetty)

MR. HEMAL C. CHOKSEY)
Partner of M/s. NHI Developers LLP)

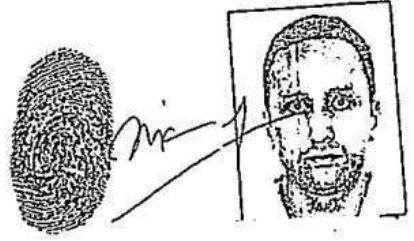


In the presence of ① Shetty)
Shetty)

MR. NIKHIL KHANDELWAL)
Partner of M/s. NHI Developers LLP)



In the presence of श्री. शिवाजी...)
① Shetty)



② Shetty

बरल - ५
29852 980 960
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बरल - ७/II
२०२ ५ १५
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EXECUTANT

Specimen signature of our Attorney
I accepted the above powers

MR. PANKAJ VITHAL VAITY

In the presence of... (1) *Chudas*

..... (2) *Rohini*

Pankaj



MR. SAGAR MOHAN KHAPARE

In the presence of... (1) *Chudas*

..... (2) *Rohini*

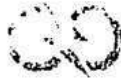
Sagar



बरल - ५		
2985E	980	960
२०२३		



बरल - ७/II		
202E	98	98
२०२३		



The power of service

सपनाग्रह

सपनाग्रह बिजली आपूर्तिकर्ता प्रा. लि.



सपनाग्रह बिजली आपूर्तिकर्ता प्रा. लि.

adani
Electricity

BILL OF SUPPLY

COMMERCIAL

श्री अच्युतनाथ साहू पुर्नोदा
एच 111

श्री अच्युतनाथ साहू पुर्नोदा
एच 111
प्लॉट नं. 111
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111

19122

For power
interrogation
every hour or
shorter
status

आवकत नं. 19122
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111

सपनाग्रह बिजली आपूर्तिकर्ता प्रा. लि.
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111

Bill No. 19122
Bill Date: 12-03-2023
Type of Supply: SINGLE PHASE
Tape No. 00
Consumer Name: श्री अच्युतनाथ साहू पुर्नोदा

Table with columns: Month, Meter, Meter No., Meter Reading, Billing Cycle, Billing Period, Billing Amount, Total Due.

पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111



Electric Smiles

ACCOUNT NO.
190861164

BILL MONTH
Feb 23

DUE DATE*
15-03-2023

SALES TAXED
27%

DUE AMOUNT
₹1830.00*

save 10 every month.

DISCOUNTED BILL AMOUNT
₹1620.00
All payments (including
₹100) after due
date to current bill amount
are payable immediately
within one month after due date, thereafter
at applicable as per MHC tariff order
*Electric Smiles equals reward point credited to your account



Table with columns: Month, Last year, This year, Meter, Meter No., Meter Reading, Billing Cycle, Billing Period, Billing Amount, Total Due.

IMPORTANT MESSAGE
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111
पुर्नोदा एच 111

3-Degree Advertising Solutions for Superbrands
SCOM

बुर्ल - 0/11
29.03.23
2023

Discounted amount ₹1620.00
Discount date 01-03-2023

बुर्ल - 0/11
2023



आयकर विभाग
INCOME TAX DEPARTMENT

SHETTY GOPALKRISHNA PASINDU
PANDU THOMANNA SHETTY
10/10/1962

AKXP36590C

भारत सरकार
GOVT. OF INDIA



आयकर विभाग
INCOME TAX DEPARTMENT

NIKHIL KHANDELWAL
CHANDRA PRAKASH KHANDELWAL

12/12/1984
Permanent Account Number

ARPPK3859H

भारत सरकार
GOVT. OF INDIA



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SAGAR KAPARE
MOHAN TAANU KAPARE

10/05/1991
Permanent Account Number
CNDPK7162F

Signature



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AABPC7018B



नाम / NAME
HEMAL CHANDRAVADAN CHOKSEY

पिता का नाम / FATHER'S NAME
CHANDRAVADAN HIRALAL CHOKSEY

जन्म तिथि / DATE OF BIRTH
28-08-1962

हस्ताक्षर / SIGNATURE



आयकर निदेशक (सिस्टम्स)
DIRECTOR OF INCOME TAX (SYSTEMS)

बरल - 5		
2900E	980/980	
2023		

बरल - 9/IV		
2002	L	94
2023		

आयकर विभाग
INCOME TAX DEPARTMENT

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AASFN3123H

नाम / Name
MID DEVELOPERS LLP

सिद्धांत / संचालक
Date of Incorporation
14/01/2021

भारत सरकार
GOVT. OF INDIA



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BANKAJI VAITY
VITHAL SOWARVAITY

05/04/1954
Permanent Account Number
AEGPV755H

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RUSHIKESH LAXMAN SHEDGE
LAXMAN SHEDGE

22/01/1981
Date of Birth

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

RAVINDRA VASUDEV BHOIR
VASUDEV RAMCHANDRA BHOIR
24/05/1983

स्थायी लेखा संख्या
Permanent Account Number
AQBFB3491H

हस्ताक्षर / Signature

भारत सरकार
GOVT. OF INDIA





CHALLAN
MTR Form Number-5



GN	UJ...734797220223E	BARCODE	[Barcode]		Date	24-03-2023-13:11:13	Form ID	48(1)
Department					Inspector General Of Registration			
Type of Payment					Stamp Duty			
Office Name					BRLS_UJ SUB REGISTRAR BORNALI 5			
Location					MUMBAI			
Year					2022-2023 One Time			
Account Head Details					Amount In Rs.			
5030045501 Stamp Duty					500.00			
5030053301 Registration Fee					500.00			
Payer Details					TAX ID / TAN (If Any)			
					PAN No.(If Applicable)			
					AASFN3123H			
Full Name					NHI DEVELOPERS LLP			
Flat/Block No.					AS PER DOCUMENT			
Premises/Building								
Road/Street								
Area/Locality					BORNALI WEST MUMBAI			
Pin/City/District								
PIN					4 0 0 0 9 2			
Remarks (If Any)					SecondPartyName=PANKAJ V VAITY AND SAGAR MOHAN KHAPARE-			
Amount In					Six Hundred Rupees Only			
Words					500.00			
Payment Details					STATE BANK OF INDIA			
Cheque-DD Details					FOR USE IN RECEIVING BANK			
Bank CIN					00040572023032460605			
Ref. No.					CKW4900739			
Bank Date					24/03/2023-13:24:15			
RBI Date					Not Verified with RBI			
Bank-Branch					STATE BANK OF INDIA			
Scroll No. , Date					Not Verified with Scriber			



Name of Person - 4

Document ID: [Blank]

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

2902E 1986 950

2023

Challan Defaced Details



Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(S)-451-4402	0008567921202223	24/03/2023-16:12:25	IGR196	100.00
2	(S)-451-4402	0008567921202223	24/03/2023-16:12:25	IGR196	500.00
Total Defacement Amount					600.00

बरेल - 19/11

2902E 95

2023



बरल - ५		
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२०२३		

बरल - ७/५		
४४०२१०	१५	१५
२०२३		

91028
रु.
100.00
500.00
600.00
13:27



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2403202315505

Receipt Date 24/03/2023

Received from DHC, Mobile number 0000000000, an amount of Rs. 300/-, towards Document Handling Charges for the Document to be registered on Document No. 4402 dated 24/03/2023 at the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District.

DEFACED

₹ 300

DEFACED

Payment Details

Bank Name SBIN

Payment Date 24/03/2023

Bank CIN 10004152023032414363

REF No. CHM1121252

Defaco No 2403202315505D

Defaco Date 24/03/2023

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

बरल - ५		
2980E	98E	980
२०२३		



बरल - ७/IV		
४०२	९९	९५
२०२३		



बरल - ७/IV		
२००२	१२	१५
२०२३		



बरल - ५		
२९०८६	१४०	१६०
२०२३		

451 4402
गुजरात, 24 मार्च 2023 4:12 म.नं.

दस्तावेज गोपवारा भाग-1

बयान 7
दस्तावेज क्रमांक: 4402/2023

दस्तावेज क्रमांक: बयान 7 /4402/2023

बाजार मूल्य: रु. 01/-

मोबदला: रु. 00/-

भरतनेने मुद्रांक शुल्क: रु. 500/-

दु. नि. नं. दु. नि. बरल 7 याने कार्यालयात
अ. क्र. 4402 वर दि. 24-03-2023
वेळी 4:05 म.नं. वा हजर केला.

पावती: 4672

पावती दिनांक: 24/03/2023

सादरकरणासाठीचे नाव: मेसर्स एनएचआय डेव्हलपर्स एनएलपी
चे भागीदार गोपालकृष्ण पी. शेटी

नोंदणी फी रु. 100.00

दस्त हाताळणी फी रु. 300.00

पृष्ठांची संख्या: 15

एकूण: 400.00

दस्त हजर करणाऱ्याची सही:

सह. दुय्यम निबंधक बोरीवली-७,

मुंबई उपनगर जिल्हा,
दस्ताची प्रकार: पांवर ऑफ अटर्नी

सह. दुय्यम निबंधक बोरीवली-७,

मुंबई उपनगर जिल्हा.

मुद्रांक शुल्क: (48-ड) जेव्हा त्यामुळे ठेका व्यक्तीला एकापेक्षा अधिक संव्यवहारात किंवा सरसहा काम चालविण्याचा प्राधिकार मिळत असेल तेव्हा

दिनांक: 24/03/2023 04:05:22 PM ची वेळ: (सादरीकरण)

दिनांक: 24/03/2023 04:07:01 PM ची वेळ: (फी) ...

बरल - ५		
29852	985	980
२०२३		



प्रतिज्ञापत्र

छत्र दसापेक्ष ह नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. * दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कामदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर नाचीसाठी दस्त निष्पादक व कमुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे:

लिहून घेणारे:

(Signature)

(Signature)

(Signature)



बरल - ७/IV		
8802	93	94
२०२३		



24/03/2023 4 22:26 PM

वस्त गोपबारा माग-2

वस्त
दस्तावेज क्र. AA/12/072

दस्ता क्रमांक: वस्त7/4402/2023
दस्तावा प्रकार :- पांवर ऑफ भेटनी

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	धाराविध	अवकाशाचा प्रकार
1	नाव: संजय व्ही. वैती पत्ता: प्लॉट नं: शॉप नं 5, माळा नं: - इमारतीचे नाव: बोरीवली आशीर्वाद सोसायटी, ब्लॉक नं: बोरीवली पश्चिम, मुंबई, रोड नं: एन.टी. रोड, महाराष्ट्र, मुम्बई. पॅन नंबर: AEGPV7654H	पांवर ऑफ भेटनी डोन्टर वय :- 56 स्वाक्षरी		
2	नाव: मागर सोहन खापरें पत्ता: प्लॉट नं: शॉप नं 5, माळा नं: - इमारतीचे नाव: बोरीवली आशीर्वाद सोसायटी, ब्लॉक नं: बोरीवली पश्चिम, मुंबई, रोड नं: एन.टी. रोड, महाराष्ट्र, मुम्बई. पॅन नंबर: CNDPK7162F	पांवर ऑफ भेटनी डोन्टर वय :- 30 स्वाक्षरी		
3	नाव: मेसर्स एनएचआय डेव्हलपर्स एलएलपी चे भागीदार गोपालकृष्ण पी. शेठ्टी पत्ता: प्लॉट नं: शॉप नं 1 एण्ड 2, माळा नं: - इमारतीचे नाव: सत्यदीप को-ऑप हौसिंग सोसायटी, ब्लॉक नं: बोरीवली पश्चिम, मुंबई, रोड नं: चिक्कावाडी, महाराष्ट्र, मुम्बई. पॅन नंबर: AASFN3123H	कुलमुळावतार देणार वय :- 60 स्वाक्षरी		
4	नाव: मेसर्स एनएचआय डेव्हलपर्स एलएलपी चे भागीदार हेमन सी. चोन्ती पत्ता: प्लॉट नं: शॉप नं 1 एण्ड 2, माळा नं: - इमारतीचे नाव: सत्यदीप को-ऑप हौसिंग सोसायटी, ब्लॉक नं: बोरीवली पश्चिम, मुंबई, रोड नं: चिक्कावाडी, महाराष्ट्र, मुम्बई. पॅन नंबर: AASFN3123H	कुलमुळावतार देणार वय :- 60 स्वाक्षरी		
5	नाव: मेसर्स एनएचआय डेव्हलपर्स एलएलपी चे भागीदार विजय छंदेनवास पत्ता: प्लॉट नं: शॉप नं 1 एण्ड 2, माळा नं: - इमारतीचे नाव: सत्यदीप को-ऑप हौसिंग सोसायटी, ब्लॉक नं: बोरीवली पश्चिम, मुंबई, रोड नं: चिक्कावाडी, महाराष्ट्र, मुम्बई. पॅन नंबर: AASFN3123H	कुलमुळावतार देणार वय :- 38 स्वाक्षरी		

वरील दस्तऐवज करून देणार तयारकर्ता पांवर ऑफ भेटनी या दस्तऐवज करून दिव्याच कुलमुळावतार
शिक्का क्र.3 ची वेळ: 24 / 03 / 2023 04 : 09 : 31 PM

वरल - 0/24
8002 98 99
2023

धोळकः-

खालील इयाम असे निवेदीत करतात की ते स्वतःच या दस्तावेजात व्यक्तीचा ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता
1	नाव: रविंद्र भोंईर वय: 38 पत्ता: दुकान नं 5 बोरीवली आशीर्वाद पश्चिम सोसायटी बोरीवली, मुंबई पिन कोड: 400091
2	नाव: प्राणेश शेट्टी वय: 23 पत्ता: दुकान नं 5 बोरीवली आशीर्वाद पश्चिम सोसायटी बोरीवली, मुंबई पिन कोड: 400091



धाराविध	अवकाशाचा प्रकार

शिक्का क्र.4 ची वेळ: 24 / 03 / 2023 04 : 10 : 20 PM

शिक्का क्र.5 ची वेळ: 24 / 03 / 2023 04 : 17 : 01 PM नोंदणी पुस्तक 4 मध्ये

सह. दु.नि.का. बोरीवली
सह. दुय्यम निबंधक श्रीवली-७,
मुंबई उपनगर जिल्हा.



वरल - 4
29853 982 980
2023

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Usual AI	Defaca Number	Defaca Date
1	NHI DEVELOPERS LLP	eChallan	00040572023032460605	MH017347972202223E	500.00	SD	0008567321202223	24/03/2023
2		DHC		2403202315505	300	RF	2403202315505D	24/03/2023
3	NHI DEVELOPERS LLP	eChallan		MH017347972202223E	100	RF	0008567921202223	24/03/2023

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

4402/2023

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बरल - ७/४		
४४०२	१५	१५
२०२३		

प्रमाणित करण्यात येते की
या दस्तामध्ये एकूण... १५...
पाने आहेत.

बरल-७/४४०२/२०२३

पुस्तक क्रमांक १५४२ नोंदला

दिनांक: २४ मार्च २०२३

सह. दुय्यम निबंधक बोरीवली-१

बरल - ५		
२९४४६	१५०	१६०
२०२३		



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AASEN3123H



गणना नाम
NHI DEVELOPERS LLP

Date of Incorporation/Formation
14/01/2021

FOR NHI DEVELOPERS LLP

Handwritten signature
Partner



वरल - ५		
२९०८६	१५९	१६०
२०२३		

कोरा कागद

बरल - ५		
298CE	942	960
२०२३		





भारत सरकार

भारत सरकार
Unique Identification Authority of India
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1218/17805/02409

To.
अभय विष्णू साखवी
Abhay Vishnu Salvi
8/16, MANDVI CO-OP-HOU-SOC.
DEVIDAS LANE
BORIVALI WEST
Mandapeshwar Mumbai
Maharashtra 400103
9820970209

22/03/2012

ब्रल - ५		
2985E	943	980
२०२३		

Ref: 100 / 02G / 180034 / 180334 / P



UE648634423IN



आपला आधार क्रमांक / Your Aadhaar No. :

8429 2416 8706

आधार - सामान्य माणसाचा अधिकार



भारत सरकार
GOVERNMENT OF INDIA



अभय विष्णू साखवी
Abhay Vishnu Salvi
जन्म वर्ष / Year of Birth : 1973
पुरुष / Male



8429 2416 8706

Handwritten signature

आधार - सामान्य माणसाचा अधिकार

बरल - ५		
298CE	958	980
२०२३		

ABHAY VISHNU SALVI
 VISHNU BHIVANJI SALVI
 20105/19413
 AIR MP 586550

[Handwritten signature]





आधार

भारत सरकार

भारत सरकार

Unique Identification Authority of India

Government of India

नोदविण्याचा क्रमांक / Enrollment No. 27224009165720

To,

श्री. अभय साहू

Shri. Abhay Sahu

Flat, JHANDVELO-OF-HOUSE

DEVIDAS LANE

BORIVALI WEST

Mumbai

Maharashtra 400103

9809065917

Ref. #819 / 195 / 248818 / 6830 / E



SE974842966FH

आपला आधार क्रमांक / Your Aadhaar No.

8232 1415 1561

माझे आधार माझी ओळख

भारत सरकार
Government of India

श्री. अभय साहू

Shri. Abhay Sahu

प्लॉट नं. 700B / 700A / 197

वृ. ए. 6



8232 1415 1561

माझे आधार माझी ओळख

खरल - ५

२९४८६	१५५	१६०
२०२३		

Archi

388/21486

बुधवार, 27 डिसेंबर 2023 3:49
म.नं.

दस्त गोषवारा भाग-1

बरल-5

दस्त क्रमांक: 21486/2023

955

दस्त क्रमांक: बरल-5 /21486/2023

बाजार मुल्य: रु. 1,78,03,040/- मोबदला: रु. 2,51,04,400/-

भरलेले मुद्रांक शुल्क: रु.15,06,300/-

डु. नि. सह. दु. नि. बरल-5 यांचे कार्यालयात

पावती:23137

पावती दिनांक: 27/12/2023

अ. क्रं. 21486 वर दि.27-12-2023

सादरकरणाचे नाव: अभय विष्णू साळवी

रोजी 3:47 म.नं. वा. हजर केला.

नोंदणी फी

रु.
30000.00

दस्त हाताळणी फी

रु.
3200.00

पृष्ठांची संख्या: 160

दस्त हजर करणाऱ्याची सही:

एकुण: 33200.00

सह दु.नि. कामबोरीवलीऽ

सह दु.नि. कामबोरीवलीऽ

दस्ताचा प्रकार: करारनामा

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

शिवका क्रं. 1 27 / 12 / 2023 03 : 47 : 13 PM ची वेळ: (सादरीकरण)

शिवका क्रं. 2 27 / 12 / 2023 03 : 48 : 46 PM ची वेळ: (फी)

प्रतिज्ञापत्र

* सदर दस्तऐवज नोंदणी करवता १९०६ अंतर्गत असलेल्या तरतुदीनुसार नोंदणी दाखल केलेला आहे. * दस्तावील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार, सोयत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैयक्ता कायदेशीर बाबीसाठी दस्त निष्पादक व कनुलीधारक हे संपूर्णपणे जबाबदार राहतील.

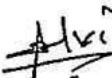
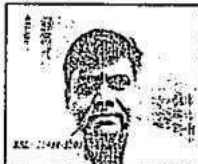

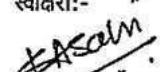


लिहून देणारे:

लिहून घेणारे





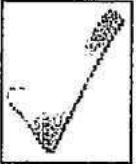
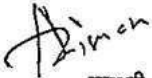


क्रमांक :बरल-5/21486/2023

प्रकार :-करारनामा

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:अभय विष्णू साळवी पत्ता:प्लॉट नं: बी/16, माळा नं: -, इमारतीचे नाव: मांडवी को-ऑप हौ सो ली, ब्लॉक नं: मंडपेश्वर, बोरीवली पश्चिम, मुंबई, रोड नं: देविदास लेन, महाराष्ट्र, मुंबई. पिन नंबर:ARMPS8655C	लिहून घेणार वय :-50 स्वाक्षरी:- 		
2	नाव:शिल्पा अभय साळवी पत्ता:प्लॉट नं: बी/16, माळा नं: -, इमारतीचे नाव: मांडवी को-ऑप हौ सो ली, ब्लॉक नं: मंडपेश्वर, बोरीवली पश्चिम, मुंबई, रोड नं: देविदास लेन, महाराष्ट्र, मुंबई. पिन नंबर:BDKPS0020G	लिहून घेणार वय :-45 स्वाक्षरी:- 		

दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.

इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
	नाव:करण खापरे वय:26 पत्ता:दुकान नं 5 बोरीवली आशीर्वाद वझिरा नाका बोरीवली पश्चिम, मुंबई पिन कोड:400091	 स्वाक्षरी	 
	नाव:अनिल शिमण वय:45 पत्ता:दुकान नं 5 बोरीवली आशीर्वाद वझिरा नाका बोरीवली पश्चिम, मुंबई पिन कोड:400091	 स्वाक्षरी	 

खांलील पक्षकाराची कबुली उपलब्ध नाही.

पक्षकाराचे नाव व पत्ता

मेसर्स एनएचआय डेव्हलपर्स एलएलपी चे भागीदार हेमल सी. चोवसी :तर्फे मुखत्यार पंकज व्ही. वैती
प्लॉट नं: शॉप नं 1 आणि 2, माळा नं: -, इमारतीचे नाव: सत्यदीप को-ऑप हौ सो ली, ब्लॉक नं: बोरीवली पश्चिम, मुंबई, रोड नं: चिकूवाडी, महाराष्ट्र, मुंबई.
AASFN3123H

मेसर्स एनएचआय डेव्हलपर्स एलएलपी चे भागीदार गोपालकृष्ण पी. शेटी :तर्फे मुखत्यार पंकज व्ही. वैती
प्लॉट नं: शॉप नं 1 आणि 2, माळा नं: -, इमारतीचे नाव: सत्यदीप को-ऑप हौ सो ली, ब्लॉक नं: बोरीवली पश्चिम, मुंबई, रोड नं: चिकूवाडी, महाराष्ट्र, मुंबई.
AASFN3123H

नि.क्र. बोरीवली5

Event Details.

Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
NHI DEVEL OPERS LLP	eChallan	03006172023122600390	MH012928782202324M	1506300.00	SD	0006840328202324	27/12/2023
	DHC		1223270013031	1200	RF	1223270013031D	27/12/2023
	DHC		1223274612903	2000	RF	1223274612903D	27/12/2023
NHI DEVEL OPERS LLP	eChallan		MH012928782202324M	30000	RF	0006840328202324	27/12/2023

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

21486 /2023

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सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 5

दस्त क्रमांक : 21486/2023

नोंदणी :

Regn:63m

28/12/2023

गावाचे नाव : बोरीवली

(1) विलेखाचा प्रकार	करारनामा
(2) भोवदला	25104400
(3) बाजारभाव(भाडेपट्ट्याच्या बांदतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	17803039.63
(4) भू-मापन,पोटाहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: सदनिका क्र 2005, माळा नं: 20वा मजला,ए विंग, इमारतीचे नाव: असाया रेसिडेन्सी, ब्लॉक नं: बोरीवली पश्चिम,मुंबई, रोड : जयराम नगर,महिषामदिनी रोड,एल. टी. रोड,वसिारा नाका, इतर माहिती: सोबत एक तिसरा मजला पोडियम कार पार्किंग स्पेस नं 5((C.T.S. Number : 263/B ;))
(5) क्षेत्रफळ	1) 95.38 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स एनएचआय डेव्हलपर्स एलएलपी चे भागीदार गोपालकृष्ण पी. शेठ्टी तर्फे मुखत्यार पंकज व्ही. वैती वय:-58; पत्ता:-प्लॉट नं: शॉप नं 1 आणि 2 , माळा नं: -, इमारतीचे नाव: सत्यदीप को-ऑप ही सो ली, ब्लॉक नं: बोरीवली पश्चिम, मुंबई, रोड नं: चिकूवाडी , महाराष्ट्र, मुम्बई. पिन कोड:-400092 पॅन नं:-AASFN3123H 2): नाव:-मेसर्स एनएचआय डेव्हलपर्स एलएलपी चे भागीदार हेमल सी. चोक्सी तर्फे मुखत्यार पंकज व्ही. वैती वय:-58; पत्ता:-प्लॉट नं: शॉप नं 1 आणि 2 , माळा नं: -, इमारतीचे नाव: सत्यदीप को-ऑप ही सो ली, ब्लॉक नं: बोरीवली पश्चिम, मुंबई, रोड नं: चिकूवाडी , महाराष्ट्र, मुम्बई. पिन कोड:-400092 पॅन नं:-AASFN3123H
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी : न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-अभय विष्णू साळवी वय:-50; पत्ता:-प्लॉट नं: वी/16 , माळा नं: -, इमारतीचे नाव: मांडवी को-ऑप ही सो ली , ब्लॉक नं: मंडपेघर, बोरीवली पश्चिम, मुंबई, रोड नं: देविदास लेन , महाराष्ट्र, मुम्बई. पिन कोड:-400103 पॅन नं:-ARMPS8655C 2): नाव:-शिल्पा अभय साळवी वय:-45; पत्ता:-प्लॉट नं: वी/16 , माळा नं: -, इमारतीचे नाव: मांडवी को-ऑप ही.सो ली , ब्लॉक नं: मंडपेघर, बोरीवली पश्चिम, मुंबई, रोड नं: देविदास लेन , महाराष्ट्र, मुम्बई. पिन कोड:-400103 पॅन नं:-BDKPS0020G
(9) दस्तऐवज करून दिल्याचा दिनांक	27/12/2023
(10) दस्त नोंदणी केल्याचा दिनांक	28/12/2023
(11) अनुक्रमांक, खंड व पृष्ठ	21486/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1506300
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.

या व्यवहाराचे विवरण पत्र ई-मेल द्वारे वृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे.

आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

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दस्ता सोबत दिलेली प्रत

सह दुय्यम निबंधक बोरीवली क्र. ५,
मुंबई उपनगर जिल्हा

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	NHI DEVELOPERS LLP	eChallan	03006172023122600390	MH012928782202324M	1506300.00	SD	0006840328202324	27/12/2023
2		DHC		1223270013031	1200	RF	1223270013031D	27/12/2023
3		DHC		1223274612903	2000	RF	1223274612903D	27/12/2023
4	NHI DEVELOPERS LLP	eChallan		MH012928782202324M	30000	RF	0006840328202324	27/12/2023

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NHI Developers LLP & VBHC

LIFESTYLE LUXURY AT BORIVALI.

A project by NHI Developers LLP and VBHC

1 & 2, Satya Deep CHS Ltd, Chikuwadi, Borivali West, Mumbai 400092.



Maharera Registration No.: 251800049511
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