

391/23027

Thursday, November 16, 2023

2:34 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 24852 दिनांक: 16/11/2023

गावाचे नाव: भांडुप

दस्तावेजाचा अनुक्रमक्र.: करल4-23027-2023

दस्तावेजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: अविनाश अनंत वामणे - -

नोंदणी फी ₹. 30000.00

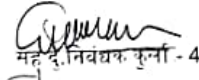
दस्त हाताळणी फी ₹. 2700.00

पृष्ठांची संख्या: 135

एकूण: ₹. 32700.00

मुळ दस्त परत मिळाला

आपणाम मुळ दस्त, शंभनेल प्रिंट, मूची-२ अंदाजे
2:53 PM ह्या वेळेस मिळाले.


मह. दु. निबंधक कुर्ता - 4

वाजार मूल्य: ₹. 9686178.23/-

मोबदला ₹. 11828762/-

भरवलेले मुद्रांक शुल्क: ₹. 709800/-

सह दुय्यम निबंधक वर्ग-२
कुर्ता-४, मंडई उपनगर गिरह

1) देयकाचा प्रकार: DHC रकम: ₹. 700/-

सीटी/धनादेश/पि ऑर्डर क्रमांक: 1123169108021 दिनांक: 16/11/2023

विक्रेते नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: ₹. 2000/-

सीटी/धनादेश/पि ऑर्डर क्रमांक: 1123164607721 दिनांक: 16/11/2023

विक्रेते नाव व पत्ता:

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

सीटी/धनादेश/पि ऑर्डर क्रमांक: MH011008218202324E दिनांक: 16/11/2023

विक्रेते नाव व पत्ता:

मुळ दस्त परत मिळाला



16/11/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 4

दस्त क्रमांक : 23027/2023

नोटणी :

Regn 63m

गावाचे नाव : भांडुप

(1) वित्तेखाचा प्रकार	करारनामा
(2) मोबदला	11828762
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	9686178.23
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : इतर माहिती: सदनिका क्रमांक 608,6 वा मजला, अंशफोर्ड रिगल फेस 1 ए विंग, मुंबई गोरेगाव लिंक रोड, नाहूर पश्चिम इंडस्ट्रियल एरिया, भांडुप पश्चिम मुंबई, (सदनिकेचे क्षेत्र 602 चौ. फूट रेश कार्पेट). सोबत एक कव्हर्ड कार पार्किंग सहित. ((C.T.S. Number : 358/11,358/25 ;))
(5) क्षेत्रफळ	1) 61.54 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- डब्लू एम आय रियल इस्टेट डेव्हलपर्स एल एल पी चे ऑथोराइज्ड सिगनेटरी प्रविण गुरुनाथ नाबर - तर्फे मुखत्यार विवेक तांबे वय:-39; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 10 अंशफोर्ड सेंटर शंकरराव नरम पथ पेनिन्सुला कॉर्पोरेट पार्क समोर लोवर परेल मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400013 पॅन नं:-AACFW2534P 2): नाव:- ग्रांड होल्डिंग बिल्डकॉन प्रा लि चे ऑथोराइज्ड सिगनेटरी हार्दिक बजारिया तर्फे मुखत्यार विवेक तांबे - वय:-39; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 603 सी विंग वन बीकेसी सी-66 बांद्रा कुर्ला कॉम्प्लेक्स बांद्रा पूर्व मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400051 पॅन नं:-AAJCG0443M
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- अविनाश अनंत बामणे - वय:-39; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: पोस्ट रामपूर मराठावाडी तालुका चिपळूण जिल्हा रत्नागिरी महाराष्ट्र, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, रत्नागिरी. पिन कोड:-415701 पॅन नं:-AKQP80009G 2): नाव:- सुप्रिया अविनाश बामणे - वय:-33; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: पोस्ट रामपूर मराठावाडी तालुका चिपळूण जिल्हा रत्नागिरी महाराष्ट्र, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, रत्नागिरी. पिन कोड:-415701 पॅन नं:-ATNPA5080C
(9) दस्तऐवज करून दिल्याचा दिनांक	16/11/2023
(10) दस्त नोंदणी केल्याचा दिनांक	16/11/2023
(11) अनुक्रमांक, खंड व पृष्ठ	23027/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	709800
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शैरा	



मुल्याकनामासाठी विचारात घेतलेला तपशील :-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



CHALLAN
MTR Form Number-6



GRN	MH011008218202324E	BARCODE			Date	16/11/2023-12:38:53	Form ID	25.2
Department Inspector General Of Registration					Payer Details			
Stamp Duty					TAX ID / TAN (If Any)			
Type of Payment Registration Fee					PAN No.(If Applicable)			
Office Name KRL4_JT SUB REGISTRAR KURLA NO 4					Full Name Avinash Anant Bamane			
Location MUMBAI					Flat/Block No. Flat No 608, Wing A, Ashford Regal Phase 1			
Year 2023-2024 One Time					Premises/Building Wing A Project			
Account Head Details			Amount In Rs.		Road/Street			
0030045501 Stamp Duty			709800.00		Mulund Goregaon Link Rd, Nahur West, Industrial Area, Bhandup West			
0030063301 Registration Fee			30000.00		Area/Locality Mumbai			
					Town/City/District			
					PIN 400 007 8			
					Remarks (If Any)			
					Secondary Owners - W/M Real Estate Developers LLP And Ground Holding Buildcon Private Limited-			
					Amount In Words Seven Lakhs Ninety Thousand Eight Hundred Rupee			
Total					7,39,800.00			
Payment Details IDBI BANK					FOR USE IN RECEIVING BANK			
Cheque-DD Details					Bank CIN 691033202311181392 2838735062			
Cheque/DD No.					Bank Date 16/11/2023-12:38:53 Not Verified with RBI			
Name of Bank					Bank-Branch IDBI BANK			
Name of Branch					Scroll No. , Date Not Verified with Scroll			

Department ID :

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

Mobile No. : 0000000000

सदर चालन केवल दृश्यम निबंधक कार्यालयत नोदणी करावयाच्या दस्तांसाठी लागू आहे. नोदणी न करावयाच्या दस्तांसाठी सदर चालन लागू नाही.

[Signature]

[Signature] Avinash Bamane

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed at Mumbai on this 16th day of November in the Christian Year 2023

By and Between

WMI REAL ESTATE DEVELOPERS LLP (LLPIN AAF-9934), a limited liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 10, Ashford Centre, Shankarrao Naram Path, Opposite Peninsula Corporate Park, Lower Parel, Mumbai 400013, , hereinafter referred to as "**Promoter 1**" (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 **FIRST PART**;



Handwritten signature: Dhanu Supriya Bamane

AND

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GROUND HOLDING BUILDCON PRIVATE LIMITED (formerly known as **GROUND HOLDING BUILDCOM PRIVATE LIMITED**) (CIN - U70109MH2021PTC360937), a company incorporated under the Companies Act, 2013, having its registered office at 603, C Wing, 66, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 represented by its Authorized Signatory, hereinafter referred to as "**Promoter 2**" (which expression shall, unless the context or meaning thereof, mean and include its successors in interest and assigns) of the **SECOND PART**;



AND

(1) **Mr. Avinash Anant Bamane** (Aadhar no. 7943 8459 7094) (PAN - AKQP0009G) son of **Mr. Anant Govind Bamane**, aged about 39 years and (2) **Mrs. Supriya Avinash Bamane** (Aadhar no. 7379 1765 3712) (PAN - ATNPA5080C) daughter of **Mr. Suresh Shripat Ambre**, aged about 33 years, residing at **Post- Rampur (Marathawadi), Tal-Chiplun, Dist-Ratnagiri, Ratnagiri, Maharashtra, India-415701**, hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

Promoter 1 and Promoter 2 are hereinafter collectively referred to as "**the Promoters**".

The Promoters and Allottee/s shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

Handwritten initials: AB

Handwritten signature: Dhanu Supriya Bamane



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WHEREAS



whereby represents that:
 Revenue Department of the Government of Bombay in the Official Gazette of Government of Bombay on 14 May, 1959, land admeasuring in the aggregate 4 Acre 35 Gunthas i.e. 19,728.15 square meters (approximately), bearing Survey No.79 (P) No. 80 (Part), Survey No. 81 (Part) and Survey No. 82 (Part) situated at Bhandup then in Greater Bombay in the Registration District of Bandra ("Acquired Land"), was acquired by the Government of Bombay under the provisions of Part- I of the Land Acquisition Act, 1894 ("LA Act") for Western Mechanical Industries Private Limited ("WMIPL") for industrial purpose.

- (i) As required under the provisions of Section 42 of the LA Act, the Revenue Department of the Government of Bombay published, in the Official Gazette on 14 May, 1959 vide a Notification dated 7 May 1959, the Agreement dated 18 April, 1959 (required to be executed under Section 41 of the LA Act) for the Acquired Land, for WMIPL, on the terms and conditions mentioned therein.
- (ii) At the request of the erstwhile original owners of the Acquired Land, the Special Land Acquisition Officer had filed 22 References before the Hon'ble High Court at Bombay for the determination of compensation to be awarded to the erstwhile original owners under the provisions of the LA Act for such acquisition ("References").
- (iii) The References in respect of the Acquired Land were ultimately settled by Consent Orders dated 26 August, 1965 passed by the Hon'ble High Court at Bombay whereby the Special Land Acquisition Officer was directed to pay additional compensation to the original owners inclusive of solatium and interest as detailed in the Consent Orders, which was fully paid to the original owners through the Government appointed Solicitors.
- (iv) By and under an Indenture dated April 30, 1966 registered under Serial No. 1396 of 1966, with the Sub Registrar of Assurances at Bandra, between (i) Tarachand Rijhumal Thadani; (ii) Bhagwan Rijhumal Thadani; (iii) Moti Rijhumal Thadani; and (iv) Sunder Lekhraj Advani (in their capacity as partners of the Western Manufacturing Company) along with the confirmation of (i) Tarachand Rijhumal Thadani; (ii) Bhagwan Rijhumal Thadani; (iii) Moti Rijhumal Thadani; (iv) Sunder Lekhraj Advani and (v) Leela Jodhasingh Lalwani (in their capacity as partners of the M/s Western Manufacturing Company) therein referred to as the Vendors of the First Part, and the Vendors along with Leela Jodhasingh Lalwani in their capacity as Confirming Parties of the Second Part and WMIPL therein referred to as Purchasers of the Third Part, WMIPL purchased and acquired from the Vendors therein all those pieces and parcels of lands bearing (i) Survey No. 73 Hissa No. 3; (ii) Survey No. 73 Hissa No. 5; (iii) Survey No. 74 Hissa No. 1; (iv)

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- Survey No. 74 Hissa No. 3; (v) Survey No. 74 Hissa No. 4; (vi) Survey No. 74 Hissa No. 5; (vii) Survey No. 74 Hissa No. 6; (viii) Survey No. 74 Hissa No. 7 admeasuring in aggregate 11,775 square yards equivalent to 11,852 square meters situated in Village Bhandup, Thane South Salsette and District Bombay Suburban ("Freehold Land"), for the consideration and upon the terms and conditions contained therein.
- (vi) Thus, the Acquired land and the Freehold land, are hereby collectively referred to as the ("**Larger Land**") and the Larger Land was allotted to WMICL vide Mutation Entry No. 407 dated 31 October, 2006. The Larger Land was allotted to WMICL vide Mutation Entry No. 407 dated 31 October, 2006 measuring in the aggregate 31,853.20 square meters as per Property Register Card and 29, 277.75 square meters as per physical measurement, which is more particularly described in the First Schedule hereunder written and is shown delineated in a red colour boundary line on the plan annexed and marked as Annexure "A" hereto.
- (vii) By and under order dated 23 December, 1976, passed by the Hon'ble High Court at Bombay in the Company Application No.62 of 1976, the scheme of Amalgamation came to be sanctioned wherein WMIPL and WMI West Private Limited came to be amalgamated into WMI Cranes Limited ("**WMICL**") upon the terms and conditions mentioned therein. Pursuant to this Order dated 23 December, 1976, the name of WMIPL was changed to WMICL on the Property Register Cards of the Larger Land vide Mutation Entry No. 407 dated 31 October, 2006.
- (viii) By its order dated 28 February, 1978 ("**ULC Exemption Order**"), the Joint Director of Industries and Ex-officio Deputy Secretary to the government granted an exemption of an area admeasuring 6880.29 square meters out of the Larger Land to WMIPL under Section 20 (1) of the Urban Land (Ceiling and Regulation) Act, 1976 ("**ULC Act**") on the terms and conditions stated therein.
- (ix) By its letter dated 19 June, 2003 issued by the Metropolitan Transport Project Railways ("**MTPR**") to WMIPL/WMICL recorded that an area admeasuring 300 square meters out of land bearing CTS No. 358/11 was required for construction activities. By its letter dated 25 June, 2003, MTPR clarified that there is no proposal for further acquisition of the land except the area of about 300 square meters which is already acquired by the railway authorities. MTPR by its letter dated 30 July, 2003 set out the dimensions of the boundary wall being constructed in the Larger Land as 3.5 meters wide and 37.5 meters long, which amounts to 131.25 square meters and MTPR by its letter dated 3 November, 2003 recorded that the railway land in possession of WMICL has been taken over by railways for construction of Nahur railway station.
- (x) By an Agreement dated 7 June, 2005 ("**Agreement**"), M/s. Ashford Estates agreed to purchase the Larger Land from WMICL on the terms and conditions more particularly stated therein.



Dave
Sujay Banane

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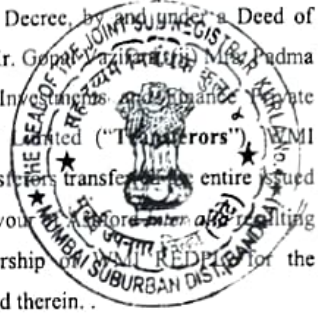
- (xi) Pursuant to the execution of the Agreement, disputes and differences arose between WMICL and M/s. Ashford Estates, pursuant to which M/s. Ashford Estates filed Suit No. 1247 of 2006 in the Hon'ble High Court at Bombay against WMICL for specific performance of the Agreement dated 7 June, 2005 and for other reliefs as prayed for therein ("said High Court Suit").
- (xii) During the pendency of the said High Court Suit, WMICL approved a Scheme of Arrangement to De-merge the undertaking of WMICL including the Larger Land in favour of WMI Real Estate Developers Private Limited ("WMIREDP") and accordingly filed Company Scheme Petition No. 665 of 2010 and 666 of 2010 before the Hon'ble High Court at Bombay.
- (xiii) WMICL, M/s. Ashford Estates, WMIREDP and its Shareholders entered into Consent Terms dated 9 October, 2010, pursuant to which the Hon'ble High Court at Bombay passed a Decree in terms of the Consent Terms in the said High Court Suit on 19 October, 2010 modified vide Order dated 28 September, 2015 ("said Consent Terms/ Consent Decree").
- (xiv) Pursuant to the said Consent Terms / Consent Decree, the Hon'ble High Court at Bombay approved the Scheme of Arrangement of De-merger inter alia, of the Larger Land in favour of WMIREDP vide an Order dated 21 January, 2011 passed by the Hon'ble High Court at Bombay in Company Scheme Petition No. 665 of 2010 and 666 of 2010 (read with Orders dated 3 July 2015 and 16 July 2016 both passed by the Bombay High Court in Company Application No. 496 of 2015 and 497 of 2015 filed in the aforesaid Company Scheme Petition No. 665 of 2010 and 666 of 2010) and as a result thereof, WMIREDP became entitled to the Larger Land.
- (xv) Pursuant to the change of name of WMICL to WMI Konecranes India Limited, on 28 September, 2011 the Property Register Cards of the Larger Land was updated to reflect the name of WMI Konecranes India Limited as the owner of the Larger Land vide Mutation Entry No. 855 dated 9 March, 2015.
- (xvi) In compliance of the said Consent Terms / Consent Decree, WMICL and WMIREDP executed a rent free Leave and License Agreement dated 11 February, 2011 for a period of three years from the date of execution thereof in respect of the Larger Land. The said Leave and License was subsequently terminated by the Licensee i.e. WMICL (then WMI Konecranes India Limited) vide its letter dated 11 July, 2013. Subsequently WMICL (then WMI Konecranes India Limited) vacated the Larger Land and handed over occupation of the same to WMIREDP.
- (xvii) On 4 September, 2013, M/s. Ashford Estates converted itself into a company under Chapter IX of the Companies Act, 1956 and Certificate of Incorporation was issued by the Registrar of Companies to Ashford Estates Private Limited.



Done
Supriya Bannur

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- (xviii) In compliance of the said Consent Terms / Consent Decree, by and under a Deed of Transfer dated 9 August, 2014, executed between (i) Mr. Gopal Padma Vazirani, (ii) Mr. Dinesh Vazirani, (iii) Grandma Investments and Finance Private Limited, (iv) Dynamic Designs & Systems Private Limited ("DD&S") WMI REDPL and Ashford Estates Private Limited, the Transferees transferred the entire issued and paid up equity share capital in WMI REDPL in favour of Ashford Estates Private Limited for the consideration and on the terms and conditions contained therein.
- (xix) By and under an Order dated 28 September, 2015 passed by the Hon'ble Bombay High Court, the parties to the aforesaid Civil Suit bearing No.1247 of 2006 were allowed to modify the Consent Terms. As per the modified consent terms, *inter alia* the area of the Larger Land was rectified to 31,853.2 square meters and all the other terms and conditions of the Consent Terms stood binding on the parties thereto. However, as per the official survey conducted at the time of submitting the plans for approval and the total area of the Larger Land is 29,277.75 square meters. The development of the Larger Land is undertaken on the basis of the said area which is concluded by such official survey.
- (xx) WMI Konecranes India Limited ceased its manufacturing activities at the Larger Land from 1 July, 2013 and shifted the same to another location in Pune. Pursuant thereto, the Commissioner of Labour, State of Maharashtra, addressed a letter dated 24 July, 2015 to Municipal Corporation of Greater Mumbai ("MCGM") giving its no-objection for the transfer / sale / development of the Larger Land as far as the Labour Department is concerned, subject to the terms and conditions stated therein.
- (xxi) By an order dated 31 July, 2015, the Hon'ble High Court of Bombay sanctioned the Scheme of Amalgamation of Ashford Estates Private Limited with WMIREDPL. WMIREDPL paid the stamp duty under Article 25 of the Schedule in the Maharashtra Stamp Act, 1958 on the order dated 31 July, 2015 and the said order was registered with the Joint Sub-Registrar, Mumbai City-I bearing Registration No. BBE-1/11718/2015.
- (xxii) WMIREDPL was converted into a Limited Liability Partnership vide Certificate of Registration of Conversion in Form 19 dated 18 March, 2016 as per the provisions of Section 56 and Schedule III of the Limited Liability Partnership Act, 2008 known as the "WMI Real Estate Developers LLP", being Promoter 1 herein. Thus, Promoter 1 became entitled to the Larger Land and accordingly, Mutation Entry No. 964 dated 25 January, 2017 was effected and the name of Promoter 1 was updated in the Property Register Cards of the Larger Land.
- (xxiii) Promoter 1 was desirous of developing the Larger Land and required a fit and proper person who had the requisite, substantial skill and expertise to aid and assist the Promoter 1 in developing the Larger Land. In furtherance of such intention the Promoter 1



Done *Supriya Kamte*

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Brihanmumbai Municipal Corporation/MCGM under number P-9981/2022/(358/11)/S Ward/Bhandup W/302/1/New dated 5th September, 2022 ("BEST Bus Facility Reservation") (iv) to develop and handover and area to the extent of 1000 square meters approximately for receiving station (which area is ~~entirely~~ and subject to planning and approvals of statutory authority) ("Receiving Station") (v) to construct and handover to MCGM the EWS Wing comprising of part basement, ground floor plus 2nd upper floors having built-up area admeasuring 3397.12 square meters for the Economically Weaker Section ("EWS Wing") on a portion of the Larger Property admeasuring approximately 216.94 square meters and delineated in red colour on the plan annexed and marked as **Annexure "A"**. The EWS Wing shall have a separate access as shown on the plan hereto annexed and marked as **Annexure "A"**

- (xxxii) Excluding the Road Set-back Area, the Amenity Open Space Area, BEST Bus facility Reservation, Receiving Station and EWS Wing, the Promoters shall develop an area of 17849.09 square meters of the Larger Property ("Project Land") more particularly shown in blue colour dash dot line on the Plan annexed hereto as **Annexure "A"**.
- (xxxiii) Thus the Promoters are entitled to construct various buildings/structures on the Project Land in accordance with the recitals herein above;

B. The Promoters are proposing to construct on a portion of the Project Land a building/s known as "Ashford Regal" having various wings for residential and commercial purposes and including one residential EWS Wing for the Economic Weaker Section i.e., EWS Wing for inclusive housing as per Regulation 15 of Development Control and Promotion Regulations, 2034 in a phase wise manner. The Promoters have informed the Allottee/s that the Project Land shall be constructed/developed by utilizing the entire Development Potential (defined hereinafter) on the Project Land from time to time. Though the Promoters herein have the right to develop the entire Project Land, the Promoters have informed the Allottee/s that the Promoters shall carry out the construction/development of the Project Land in various phases. The Promoters have identified/earmarked portion out of the Project Land admeasuring approximately 642.12 square meters or thereabouts more particularly described Secondly in the First Schedule hereunder written and shown in magenta colour on the plan annexed hereto and marked as **Annexure "A"** for the development of Ashford Regal - Phase I - Wing A comprising of part shops and part stilt on ground floor plus 5 (five) part podiums and part floors (part office and part residential) plus 34 (Thirty Four) upper residential floors in phase-I, which is the only subject matter of this Agreement ("Ashford Regal - Phase I - Wing A Project").

C. The Promoters shall while developing the Project Land in a phased manner will be required to make necessary amendments or substitution of the sanctioned plans, layouts, elevations and designs from time to time as may be required by the Government, MCGM or any other local



Dame *Supriya Kamra*

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executed Development Agreement dated 29 July, 2022 ("Development Management Agreement") appointing Promoter 2 as its Development Manager to provide the services and carry out roles and responsibilities for the consideration and in terms of the Development Management Agreement.



By an Indenture of Mortgage dated 29 July, 2022 and registered with Joint Sub-Registrar of Assurance at Kurla-4 under Serial no. KRL4-16128-2022 executed between Promoter 1 as the Mortgagor of the One Part in favour of Housing Development Finance Corporation Limited ("HDFC") as the Mortgagee of Other Part ("Lender"), the Promoter 2 executed first charge/Mortgage in favour of HDFC on the Freehold Land in the terms and conditions mentioned therein.

to Order bearing No Desk 2A/D.Ext-114/22 dated 11th August 2022 issued by the Office of the District Collector, Mumbai Suburban District, in regards to the LAQ Land for the area admeasuring 19424.88 square meters, Promoter 1 is entitled to develop the Larger Land under the provisions of the Development Control and Promotion Regulations, 2034, as amended from time to time and the approvals issued from time to time by the MCGM and other statutory bodies and applicable law and on the terms and conditions contained therein.

- (xxvi) By an Indenture of Mortgage dated 14 September, 2022 and registered with Joint Sub-Registrar of Assurance at Kurla-4 under Serial no. KRL4-18963-2022 executed between Promoter 1 as the Mortgagor of the One Part in favour of the Lender, the Promoter No. 1 has executed first charge/Mortgage in favour of HDFC on the Acquired Land as an additional security and on the terms and conditions mentioned therein.
- (xxvii) M/s JPS Legal, Advocate of Promoter 1 have given their Report on Title certifying the title of the Promoter 1 as set out in the said Report on Title dated 29 September 2022 and the Allottee's have accepted the said Report on Title issued by JPS Legal, Advocate dated 29 September 2022, an authenticated copy of which is annexed as "Annexure B".
- (xxviii) The Promoters are in possession of the Larger Land.
- (xxix) The Promoters have obtained Intimation of Disapproval ("IOD") and Commencement Certificate ("Approvals"), an authenticated copies of which is annexed as "Annexure C" and "C-1" respectively.
- (xxx) As per the Approvals, the Promoter 1 is (i) to hand over to MCGM an area admeasuring 7445.31 square meters towards road Set-back ("Road Set-back Area"),(ii) to hand over an area admeasuring 1683.24 square meter towards amenity open space ("Amenity Open Space Area") and (iii) to develop and handover to the MCGM, the BEST Bus facility reservation to the extent of 1635.02 square meters situated on a portion of the Larger Land admeasuring 1308.02 square meters delineated in cyan colour on the layout plan hereto annexed and marked as Annexure "A" (as per the approval issued by

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authority and/or as the Promoters may consider necessary in respect of the Project Land including adding/varying floors, further buildings, wings, height to enable the Promoters to fully and entirely claim, avail, utilize and consume the entire present and future development potential of the Project Land including but not limited to Floor Space Index ("FSI"), Transferable Development Rights ("TDR"), Premium FSI, Fungible FSI, Increase FSI, Increased TDR, Additional TDR and/or any other the development rights or potential of howsoever nature and by whatsoever name called arising/generated from the Project Land and/or capable of being claimed, availed, utilized and consumed on the Project Land ("Development Potential"). The Allottee/s has/has not entered into this Agreement knowing fully well that the scheme of phased development proposed to be carried out by the Promoters on the Project Land and the Allottee/s has/have no objection to the Promoters making such amendments or substitution as may be required by the Government, MCGM or any other local authority and/ or as the Promoters may consider necessary in respect of the Project Land as aforesaid and accords his/ her/their irrevocable consent to the same.

- D. The Allottee/s is/are offered residential units viz. unit bearing number **608** on the **06th** floor ("**Unit**") in the Ashford Regal- Phase 1- Wing A Project being constructed by the Promoters.
- E. The Promoters have entered into a standard agreement with its Architects, Architect Hafeez Contractor being its design architect and Space Age Associates being its municipal architect ("**the Architect**"), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture.
- F. The Promoters have registered the Ashford Regal- Phase 1- Wing A-Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**the Act**") with the Maharashtra Real Estate Regulatory Authority, situated at Mumbai under Registration No. P51800047421. An authenticated copy of the RERA Certificate dated 27th October, 2022 is attached at **Annexure "D"**.
- G. The Promoters have appointed a structural engineer for the preparation of the structural design and drawings of the Ashford Regal- Phase 1-Wing A Project, and the Promoters accept the professional supervision of the Architect and structural engineer till the completion of the Ashford Regal- Phase 1- Wing A Project.
- H. The Promoters herein have the sole and exclusive right to sell the units in the Ashford Regal-Phase 1- Wing A Project to be constructed by the Promoters on the Project Land and is fully competent to enter into agreement/s with the Allottee/s, of the units and to receive the sale consideration in respect thereof.



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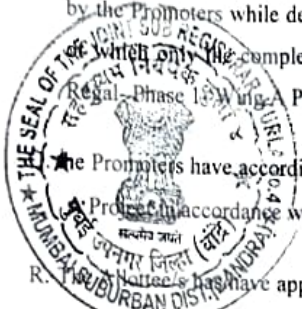
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P. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Larger Land and upon due observance and performance of which only the completion or occupancy certificate (part or full) in respect of the Ashford Regal-Phase 1- Wing A Project shall be granted by the concerned local authority.



The Promoters have accordingly commenced construction of the Ashford Regal- Phase 1- Wing A Project in accordance with the said proposed plans.

R. The Allottee/s has have applied to the Promoters for allotment of Unit No 608 on 06th floor in the Ashford Regal- Phase 1- Wing A Project.

S. The carpet area of the Unit is 55.93 square meters equivalent to 602 square feet and "Carpet Area" means the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Unit.

T. 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.

U. The Allottee/s prior to execution of these presents has/have paid to the Promoter 1 an amount of **Rs.11,59,337/- (Rupees Eleven Lakhs Fifty Nine Thousand Three Hundred and Thirty Seven Only)** being part payment of the Sale Consideration (defined hereinafter) of the Unit agreed to be sold by the Promoters to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining/balance consideration of the Unit as prescribed in the payment plan as may be demanded by the Promoters within the time and the manner hereinafter appearing.

V. Under Section 13 of the said Act the Promoters are required to execute a written Agreement for Sale of the Unit with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908

W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s hereby agree to purchase the Unit for the consideration and on the terms and conditions hereinafter appearing.



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

1. The Recitals shall be deemed to form an integral and operative part of this Agreement as if incorporated *verbatim*.

2. **CONSTRUCTION OF THE ASHFORD REGAL- PHASE 1- WING A PROJECT UNIT**
 The Promoters shall construct multistoried Ashford Regal- Phase 1- Wing A Project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations and modifications which may adversely affect the Unit of the Allottee/s except any alterations or additions or modifications required by any Government Authorities or due to change in law.

3. **SALE CONSIDERATION OF THE UNIT**

3.1.1 The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s, a residential unit viz. Unit No 608 of the type 2 BHK of carpet area admeasuring 55.93 square metres along with right to exclusively use Nil sq. mtrs. of deck area appurtenant to the Unit on 06th floor ("Unit") in the Ashford Regal- Phase 1 - Wing A Project as shown in the Floor plan thereof hereto annexed and marked Annexures "E" for the sale consideration of Rs. 1,18,28,762/- (Rupees One Crore Eighteen Lakhs Twenty Eight Thousand Seven Hundred Sixty Two Only) including proportionate price of the common areas and facilities appurtenant to the said Unit, which are more particularly described in the Second Schedule annexed herewith save and except club house, infrastructure and other charges as set out in clause 14 (ix) ("Sale Consideration") The Promoters have also agreed to permit the Allottee/s to use (1) covered car parking spaces (hereinafter referred to as the "Parking space/s").

3.1.2 The Allottee/s agree and understand that timely payment towards purchase of the Unit as per payment plan/schedule hereto is the essence of the Agreement.

3.1.3 The Allottee/s has/have paid on or before execution of this Agreement an amount of Rs.11,59,337/- (Rupees Eleven Lakhs Fifty Nine Thousand Three Hundred and Thirty Seven Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter 1 the balance amount of Rs.1,06,69,425 /-(Rupees One Crore Six Lakhs Sixty Nine Thousand Four Hundred and Twenty Five Only) in the following manner:-

(Handwritten signature)



(Handwritten signature: Dase Supriya Ramna)

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Notified email

Promoter 2 name

Notified email

: (1) Mr. Avinash Anant Bamane &

(2) Mrs. Supriya Avinash Bamane.

: Post-Rampur (Marathawadi), Tal-Chiplun, Dist-Ratnagiri, Ratnagiri, Maharashtra, India-415701

: +91-7905429856

: avinashbhai044@gmail.com

: WMI REAL ESTATE DEVELOPERS LLP

: ashfordregal.sales@ashford.co.in

: GROUND HOLDING BUILDCON PRIVATE LIMITED

: ashfordregal.sales@ashford.co.in

It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this agreement in the about address by registered post. If the Allottee fails to inform of his/her/their such change of address, then the correspondence posted by the Promoters to the Allottee/s shall be deemed to have been received by the Allottee/s.

31. JOINT ALLOTTEES

That in case there are joint Allottees all communications shall be sent by the Promoter 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.

32. STAMP DUTY AND REGISTRATION

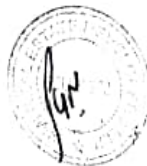
The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/s.

33. DISPUTE RESOLUTION

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Adjudicating Authority as per the provisions of the Act, Rules and Regulations, thereunder.

34. GOVERNING LAW

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 Mumbai courts will have the jurisdiction for this Agreement.



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35. The PAN of the Parties are :

Promoter1 : AACFW2534P
 Promoter2 : AAJCG0443M
 Allottee (1) : AKQPB0009G
 Allottee (2) : ATNPA5080C



IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this agreement for sale at Mumbai in presence of the attesting witness, signing on behalf of the parties herein above written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

FIRSTLY

DESCRIPTION OF THE LARGER LAND

All those pieces and parcels of freehold and Class II land or ground situated and lying at Village Bhandup, Taluka Kurla, in the Registration District of Mumbai City and Mumbai Suburban admeasuring in the aggregate 31,853.2 square meters or thereabouts as per Property Register Cards, and 29,277.75 square meters or thereabouts as per actual measurement, bearing City Survey Nos. 358/11 to 358/25 and the land is bounded as follows:

On or towards the North by : CTS Nos. 358A/1/A/2, 358A/1/A/3, 358A/1/A/4, 358A/1/A/5, 358A/1/A/6, 358A/1/A/8, 358A/1/A/1 and 358A/2 ;
 On or towards the South by : Some Portion of CEAT Tyre road and some part of Railway Property/facilities
 On or towards the East by : Railway facilities (including Railway tracks);and
 On or towards the West by : CEAT Tyre road;

SECONDLY

DESCRIPTION OF THE PROJECT LAND

All those pieces and parcels of freehold and Class II land or ground n situated and lying at Village Bhandup, Taluka Kurla, in the Registration District of Mumbai City and Mumbai Suburban admeasuring/approximately in the aggregate 17849.09_square meters bearing City Survey Nos. 358/11 to 358/25 and the land is bounded as follows:

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

FIRSTLY

(COMMON AREAS AND FACILITIES OF THE WING)

4 Lifts or as per plan – Otis /Kone/ Thyssenkrupp/Schindler or Equivalent
 Designed Entrance Lobby

(Handwritten initials)



(Handwritten signatures: Same, Saiya, Bamne)

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SECONDLY

(COMMON AREAS AND FACILITIES OF THE UNIT)



1. Lift plus staircase as per plan;
2. Direct access to road;

(LIMITED COMMON AREAS AND FACILITIES OF THE PROJECT LAND)

1. Family Pool and Kid's Pool,
2. Jacuzzi, Steam
3. Gymnasium
4. Yoga room and dance hall
5. Indoor games room with carrom, Table Tennis,
6. Multipurpose Hall
7. Indoor Kids' Play Area
8. Children's play area
9. Senior Citizen Area
10. Open Amphitheater
11. Open Lawn
12. Rock Climbing Wall
13. Reflexology Area
14. Multipurpose Play Area open to sky
15. Jogging Track

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(List of Title Documents of which inspection was provided)

- (1) Notification bearing No. LBS.15-58/59649-H dated 7th May 1959 issued by the Government in the Bombay Government Gazettee for acquiring the land for Western Mechanical Industries Private Limited.
- (2) Indenture dated April 30, 1966 executed between Partners of the Western Manufacturing Company and Western Mechanical Industries Pvt. Ltd., in respect of free hold land.
- (3) Collector Order bearing No Desk 2A/D.Ext-114/22 dated 11th August 2022 granting permission for development of the acquired land.
- (4) Indenture of Mortgage dated 29th July, 2022 executed between Promoter 1 and Housing Development Finance Corporation Limited creating first charge on the Freehold Land.
- (5) Indenture of Mortgage dated 14th September, 2022 executed between Promoter 1 and Housing Development Finance Corporation Limited creating first charge on the acquired Land.
- (6) Title Report dated 29th September 2022 issued by M/s JPS Legal, Advocates in respect of the Larger Land.



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Handwritten signature: D. S. Supriya Banne

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THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(LIST OF AMENITIES IN THE UNIT)

- (1) Vitrified Tile flooring in living, dining, passage, Kitchen & all bedrooms in the price range of Rs 35 to Rs 40/- per square foot
- (2) Vitrified / Ceramic tile dado in Kitchen – in the price range of Rs 30 to Rs 35/- per square foot
- (3) Vitrified / Ceramic tile flooring & Dado in all Toilets in the price range of Rs. 30/- to 35/- per square foot
- (4) Granite kitchen/Alcove platform & additional service platform in the price range of Rs 100/- per square foot
- (5) Aluminum glass window in the price range of @Rs 300 per square foot
- (6) Laminated finished Main, Bedroom & Toilet doors.
- (7) Gypsum Finished internal walls with paint.
- (8) Video door phone and intercom facility in all units.
- (9) Stainless steel single bowl with sink spout – either Nirali /Frankie or equivalent
- (10) Premium sanitary and CP fittings in all Toilets – Jaquar/ Kohler or equivalent
- (11) Light points with branded switches, sockets & wiring.
- (12) Provision for 15A points for Air-conditioning in Living & Bedrooms.
- (13) Sprinkler system in all Apartments
- (14) Kitchen equipped with pipe gas
- (15) Provision for Exhaust fan in Kitchen & All Toilets



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[Signature]
 AUTHORIZED SIGNATORY

(Authorized Signatory)

SIGNED SEALED & DELIVERED

by the within named "PROMOTER 1"
 through its Authorized Signatory

Pravin Gurunath Nabar
 in the presence of.....



[Signature]

[Signature]



[Signature]
 AUTHORIZED SIGNATORY

(Authorized Signatory)

SIGNED SEALED & DELIVERED

by the within named "PROMOTER 2"
 GROUND HOLDING BUILDCON PVT. LTD.

through its Authorized Signatory
 Mr. Hardik Bajaria.

1. *[Signature]*

2. *[Signature]*



[Signature]

SIGNED SEALED AND DELIVERED

by the within named "ALLOTTEE/S"

(1) Mr. Avinash Anant Bamane



Supriya Bamane

(2) Mrs. Supriya Avinash Bamane

in the presence of...

1. *[Signature]*

2. *[Signature]*



RECEIPT

RECEIVED the day and year first herein above written of and from the within named Allottee/s the sum of Rs.11,59,337/- (Rupees Eleven Lakhs Fifty-Nine Thousand Three Hundred and Thirty-Seven Only) being the earnest money deposit to be paid by him/her/them to us as stated hereinabove.

Dated	Cheque No. / UTR no.	Drawn on.	Amount
8-June-2023	315803323559	Axis Bank	25,000
14-June-2023	318383	SBI Bank	3,00,000
26-September-2023	318391	SBI Bank	8,34,337
Total			11,59,337/-

Rs.11,59,337/- (Rupees Eleven Lakhs Fifty Nine Thousand Three Hundred and Thirty Seven Only)

We say received

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Promoter 1

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WMI REAL ESTATE DEVELOPERS LLP

Witness - 1:

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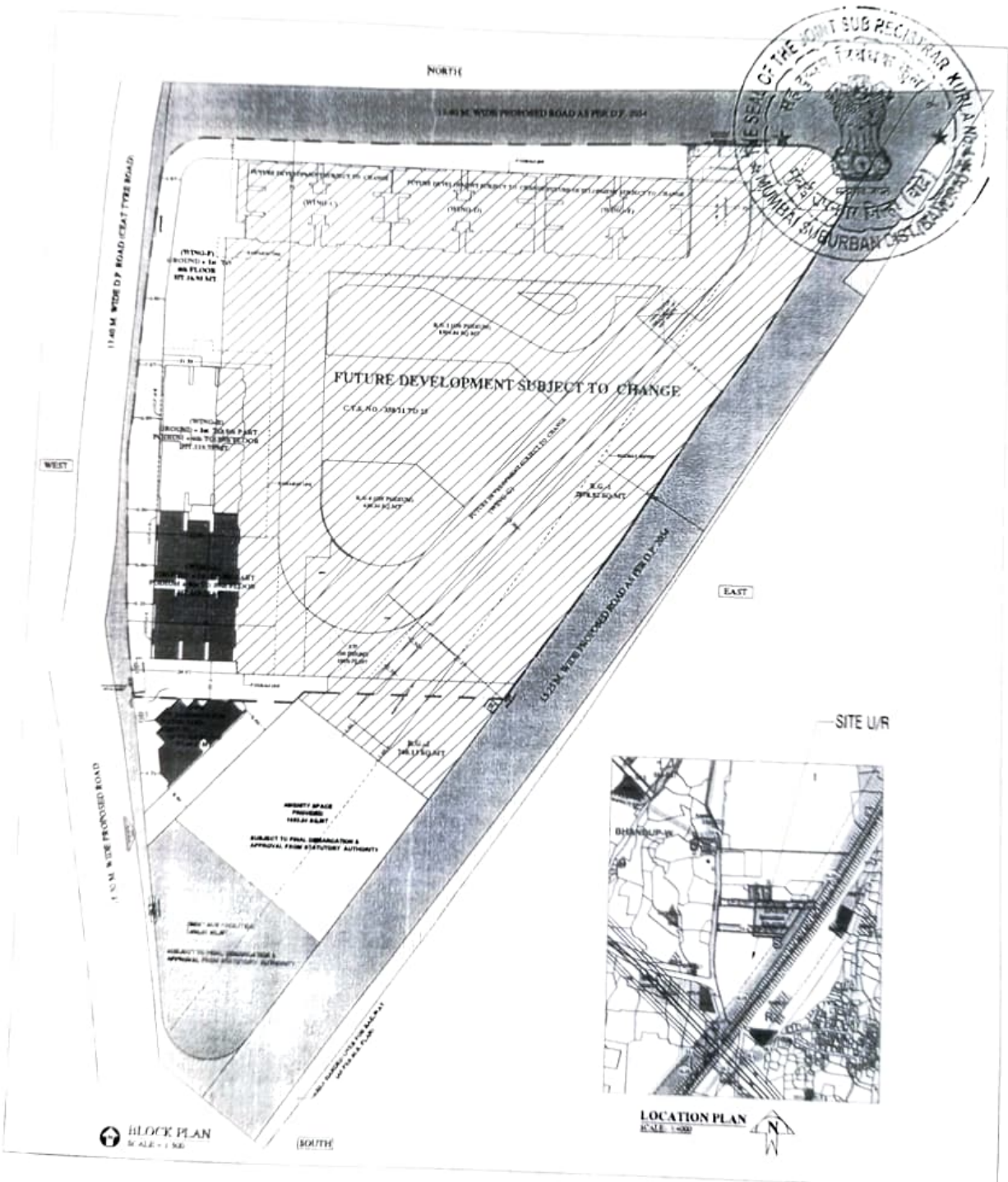
Witness - 2:

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Form 88

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



MUNICIPAL CORPORATION OF GREATER MUMBAI



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

No. P-9962/2022/(358/11)/S
Ward/BHANDUP-W/337/1/New

MEMORANDUM

Municipal Office,
Mumbai

To,

M/s. WMI Real Estate Developers LLP

10 Ashford Centre Shankarrao Naram Path Opp. Peninsula Corporate Park Lower Parel
Mumbai -400013

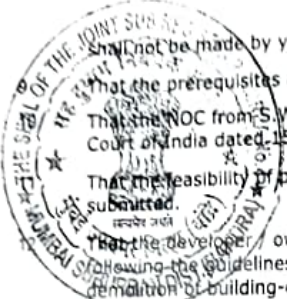
With reference to your Notice 337 (New), letter No. 5115 dated, 6/1/2022 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed development on property bearing C. S. T. No. 358/11 to 358/25, Village Bhandup, L.B.S. Marg, Bhandup (W), S-Ward, Mumbai 400080. CTS/CS/FP No. 358/11 furnished to me under your letter, dated 6/1/2022. 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 construction area shall not exceed 20,000 sq.mt without obtaining NOC from MOEF.
- 2 That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
- 3 That the Janata Insurance Policy shall not be submitted.
- 4 That the requisitions of clause 49 of DCPR- 2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work
- 5 That the bore well shall not be constructed in consultation with H.E.
- 6 That the work shall not be carried out between sunrise and sunset and the provision of notification issued by Ministry of Environment and Forest department dated 14.2.2000 and Rules framed for noise pollution (Regulation & Control) Rules 2000 shall be duly observed.
- 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 necessary deposit hording or the flex of size 1.5m to 1.5m for the advertisement of proposal

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Ward/BHANDUP-W/337/1/New



- That shall not be made by you
- That the prerequisites as per EODB Manuals shall not be submitted.
- That the NOC from S.W.M. Department shall not be obtained in view of order of Hon'ble Supreme Court of India dated 15/03/2018 (SLP Civil NoD-23708 of 2017), for disposal of C & D waste.
- That the feasibility of providing the basement from Geologist on the plot under reference shall not be submitted.
- That the developer/owner shall not demolish the structure/ building proposed to be demolished by following the guidelines proposed in the IS Code 4130:1991 amended upto date in respect of demolition of building-code of safety and not under the supervision of approved structural engineer duly registered with MCGM. 12
- 13 That the C.C. under Sec. 44\69 (1) (a) of the M.R.T.P. Act shall not be obtained before starting the proposed work.
 - 14 That the Indemnity Bond indemnifying the Corporation for any action pending on existing structure, any legal dispute of plot, ownership, accident, damage risks, no nuisance to neighbourhood and occupants etc shall not be submitted.
 - 15 That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix) shall not be submitted by him.
 - 16 That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance shall not be submitted before C.C./starting the work
 - 17 That the DP Reservation/Road Setback/Amenity area shall not be handed over as per the provision of Reg.No.30 Note 8 & 9 of DCPR 2034.
 - 18 That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
 - 19 That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc. shall not be submitted
 - 20 That Conditions of Development Permission vide no. P-9981/2022/(358/11)/S Ward/BHANDUP-W/302/1/New dated 05.09.2022 shall not be complied with.
 - 21 That the specifications along with user of the IH Tenements and parking requirements if required shall not be got approved from the Municipal Architect and work shall not be carried out adhering to requirement stated therein and clause to this effect shall not be incorporated in registered undertaking.
 - 22 That the Occupation of IH tenements shall not be granted and IH tenements shall not be handed over to MCGM before requesting Occupation of any other Part of the building.
 - 23 That Commencement Certificate in lieu of BUA of cost of Construction of IH shall not be granted before handing over of such BUA to MCGM or before granting Zonal (basic) FSI beyond 75% of plot area or IH, whichever is earlier.
 - 24 That layout shall not be approved and Layout conditions shall not be complied.

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No. P-9962/2022/(358/11)/S
Ward/BHANDUP-W/337/1/New



- 25 NOTE : This Intimation Of Disapproval is PROVISIONAL and upto plinth and issued on the basis of the terms and conditions contained in the Registered undertaking cum Indemnity bond dated 04.03.2022 submitted by the owner.
- 26 That the PR card in the Name of Owner shall not be submitted.
- 27 That construction area shall exceed 20,000 sqm. Without obtaining NOC from MOEPH.
- 28 That undertaking cum indemnity bond from owner stating that they have not received notice from ULC Authority for handing over / acquiring the land under reference to ULC authority under any section of ULC&R Act shall not be submitted.
- 29 That the soil Investigation will not be done and report thereof will not be submitted with structural design.
- 30 That the extra water & sewerage charges will not be paid to the assistant engineer water works before C.C.
- 31 That the demarcation of road alongwith curvature shall not be submitted from AE(Survey)ES/ concerned department, to this office.

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P-9962/2022/(358/11)/S Ward/BHANDUP-W

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Form -----

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



MUNICIPAL CORPORATION OF GREATER MUMBAI



Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, 1925, as amended up to date.

No. P-9962/2022/(358/11)/S Ward/BHANDUP-W

MEMORANDUM

Municipal Office,
Mumbai

To,

M/s. WMI Real Estate Developers LLP

10 Ashford Centre Shankarrao Naram Path

Opp. Peninsula Corporate Park Lower Parel Mumbai -400013.

With reference to your Notice 337 (New), letter No. 5115 dated. 06/01/2022 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Development, C.T.S. No. 358/11 to 358/25 of village Bhandup, L.B.S. Marg, Bhandup (W), S-Ward, Mumbai 400 080. CTS/CS/FP No.358/11 furnished to me under your letter, dated 06/01/2022. 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 COMPILED WITH BEFORE STARTING THE WORK.

1. That the condition mentioned in the zero FSI IOD dated 12.09.2022 shall not be Submitted.
2. That construction area shall not exceed 20,000 sq.mt without obtaining NOC from MOEF.
3. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
4. That the Janata Insurance Policy shall not be submitted.
5. That the requisitions of clause 49 of DCPR- 2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
6. That the bore well shall not be constructed in consultation with H.E.

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P-9962/2022/(358/11)/S Ward/BHANDUP-W



- and work shall not be carried out adhering to requirements stated therein and clause to this effect shall not be incorporated in registered undertaking.
24. That the Occupation of IH tenements shall not be granted and tenements shall not be handed over to MCGM before requesting Occupation of any other Part of the building.
 25. That Commencement Certificate in lieu of BUA of IH shall not be granted before handing over of such BUA to MCGM or before granting Occupation Certificate beyond 75% of plot area or before granting Occupation Certificate of 25% of admissible FSI in any of the building other than IH, whichever is earlier.
 26. That layout shall not be approved and Layout conditions shall not be complied.
 27. That undertaking cum indemnity bond from owner stating that they have not received any notice from ULC Authority for handing over / acquiring the land under reference to ULC authority under any section of ULC&R Act shall not be submitted.
 28. That the soil investigation shall not be done and report thereof shall not be submitted with structural design.
 29. That the extra water & sewerage charges will not be paid to the assistant engineer water works before C.C.
 30. That the demarcation of road along with curvature shall not be submitted from AE(Survey)ES/ concerned department. to this office.
 31. That Preferably electric vehicle shall not be used for all the development activities such as transporting material/Human Resources etc.
 32. That the Access shall not be provides to DP Reservation/Amenity area.
 33. That the registered U/T shall not be submitted by owner/developer that the additional parking spaces will be surrendered to BMC free of cost if full FSI including fungible is not utilized by way of submitting amended plans.
 34. That 5% area out of required LOS as per provision of Reg. 27(1) shall not be developed as a Miyawaki Plantation / Urban Forest as per guidelines framed by Superintendent of Garden and Tree Officer.
 35. That the PR card in the Name of Owner shall not be submitted.
 36. That the Reg. 12(5) of DCPR 2034 shall not be complied.
 37. NOTE : This Intimation Of Disapproval is PROVISIONAL and upto plinth and issued on the basis of the terms and conditions contained in the Registered undertaking cum Indemnity bond dated 04.03.2022 submitted by the owner shall not be cancelled.
 38. That the ODU shall be as per policy in force as per approved concessions.

C: CONDITIONS TO BE COMPILED BEFORE FURTHER C.C

1. That the plinth/stilt height shall not be got checked by this office staff.
2. All the payments as intimated by various departments of MCGM shall not be paid.
3. That the amended Remarks of concerned authorities / empanelled consultants for the approved plan, if differing from the plans submitted for remarks, shall

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P-9962/2022/(358/11)/S Ward/BHANDUP-W

7. That the work shall not be carried out between sunrise and sunset and the provision of notification issued by Ministry of Environment and Forest department dated 14.2.2000 and Rules framed for noise pollution (Regulation & Control) Rules 2000 shall be duly observed.
8. That the Board shall not be displayed showing details of proposed work, name of owner, developer, architect, R.C.C. consultant etc.
9. That the necessary deposit hording or the flex of size 1.5m to 1.5m for the advertisement of proposal shall not be made by you
10. That the prerequisites as per EODB Manuals shall not be submitted.
11. That the NOC from S.W.M. Department shall not be obtained in view of order of Hon'ble Supreme Court of India dated 15/03/2018(SLP Civil NoD-23708of 2017), for disposal of C & D waste.
12. That the feasibility of providing the basement from Geologist on the plot under reference shall not be submitted.
13. That the developer / owner shall not demolish the structure/ building proposed to be demolished by following the guidelines proposed in the IS Code 4130:1991 amended upto date in respect of demolition of building-code of safety and not under the supervision of approved structural engineer duly registered with MCGM.
14. That the C.C. under Sec. 44\69 (1) (a) of the M.R.T.P. Act shall not be obtained before starting the proposed work.
15. That the Indemnity Bond indemnifying the Corporation for any action pending on existing structure, any legal dispute of plot, ownership, accident, damage risks, no nuisance to neighbourhood and occupants etc shall not be submitted.
16. That the amenity open space, accommodation reservation area, road set back area shall not be handed over to BMC/ Appropriate Authority.
17. That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix) shall not be submitted by him.
18. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance shall not be submitted before C.C./starting the work.
19. That the DP Reservation/Road Setback/Amenity area shall not be handed over as per the provision of Reg.No.30 Note 8 & 9 of DCPR 2034.
20. That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
21. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc. shall not be submitted.
22. That Conditions of Development Permission vide no. P-9981/2022/(358/11)/S Ward/BHANDUP-W/302/1/New dated 05.09.2022 shall not be complied with.
23. That the specifications along with user of the IH Tenements and parking requirements if required shall not be got approved from the Municipal Architect

Annexure-C

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MUNICIPAL CORPORATION OF GREATER MUMBAI
Amended Plan Approval Letter

File No. P-9962/2022/(358/11)/S Ward/BHANDUP-W/337/2/Amend dated 16.03.2023



To,
SHASHIKANT LAXMAN JADHAV
B-106, NATRAJ BLDG., MULUND (W)

CC (Owner),
M/s. WMI Real Estate Developers
LLP
10, Ashford Centre, Shankarrao
Naram Path, Opp. Peninsula Park,
Lower Parel Mumbai-400013

Subject : Proposed development on property bearing C. S. T. No. 358/11 to 358/25, Village Bhandup, L.B.S. Marg, Bhandup (W), S-Ward, Mumbai 400080..

Reference : Online submission of plans dated 16.01.2023

Dear Applicant/ Owner/ Developer,

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

- 1) That all the conditions of IOD under even number 12.01.2023 shall be complied with
- 2) That the R.C.C. design and calculations as per the amended plans should be submitted through the registered structural engineer before starting the work
- 3) That all requisite fees, premiums, deposits etc. shall be paid before endorsement of CC.
- 4) That no dues pending certificate from A.A.& C.(S Ward) shall be submitted.
- 5) That C.C. shall be got endorsed as per approved amended plans.
- 6) That the Janata Insurance Policy to be submitted.
- 7) That the quarterly progress report of the work will be submitted by the L.S.
- 8) That all the conditions stated in SWM NOC and directions specified in Hon'ble Supreme Court's order dtd. 15.03.2018 regarding C & D waste removal and its disposal shall be complied with before starting the work.
- 9) That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in sale Agreement to that effect shall be incorporated by the Developer/Owner.
- 10) That the top most elevation of the building will be certified by Airport of India mentioned that the Average Mean Sea Level of the Building is within the permissible limits of Civil Aviation N.O.C. The same shall be submitted before O.C.C
- 11) That requisitions of clause no. 49 of DCPR-2034 shall be complied with and records of quality of work, verification report etc. shall be maintained on site till completion of entire work.
- 12) That the ODU shall be as per policy in force as per approved concessions

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MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-9962/2022/(358/11)/S Ward/BHANDUP-W/CC/1/New

COMMENCEMENT CERTIFICATE



To,
M/s. WMI Real Estate Developers LLP
10 Ashford Centre Shankarrao Naram Path Opp.
Peninsula Corporate Park Lower Parel Mumbai
-400013

Sir,
With reference to your application No. **P-9962/2022/(358/11)/S Ward/BHANDUP-W/CC/1/New** Dated. **06 Jan 2022** 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 **06 Jan 2022** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **358/11** C.T.S. No. **358/11** Division / Village / Town Planning Scheme No. **BHANDUP-W** situated at **18.30mt Wide Proposed Road Road / Street in S 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. **Executive Engineer (BP) ES II** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 27/9/2023

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Issue On:

28 Sep 2022

Valid Upto :

27 Sep 2023

Application Number:

P-9962/2022/(358/11)/S

Ward/BHANDUP-W/CC/1/New

Remark:

Approved plinth C.C as per Zero FSI IOD plans



Digitally signed by Parul Shindekar Bhor
Date: 28 Sep 2022 14:05:32
Organization: Brihanmumbai Municipal Corporation
Designation: Executive Engineer

Cc to :

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

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Executive Engineer . Building Proposal
Eastern Suburb S Ward Ward

P-9962/2022/(358/11)/S Ward/BHANDUP-W/CC/1/New



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

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This registration is granted under section 5 of the Act to the following project under project registration number **P51800047421**

Project: **Ashford Regal - Phase I - Wing A Project**, Plot Bearing / CTS / Survey / **Mumbai Suburban, 400078**,
Kurla, Mumbai Suburban, 400078;



- Wmi Real Estate Developers Llp** having its registered office / principal place of business at **Tehsil: Mumbai City, District: Mumbai City, Pin: 400013**.
 - This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **27/10/2022** and ending with **30/06/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary, MahaRERA)
Date: 27-10-2022 15:47:35

Dated: 27/10/2022

Place: Mumbai

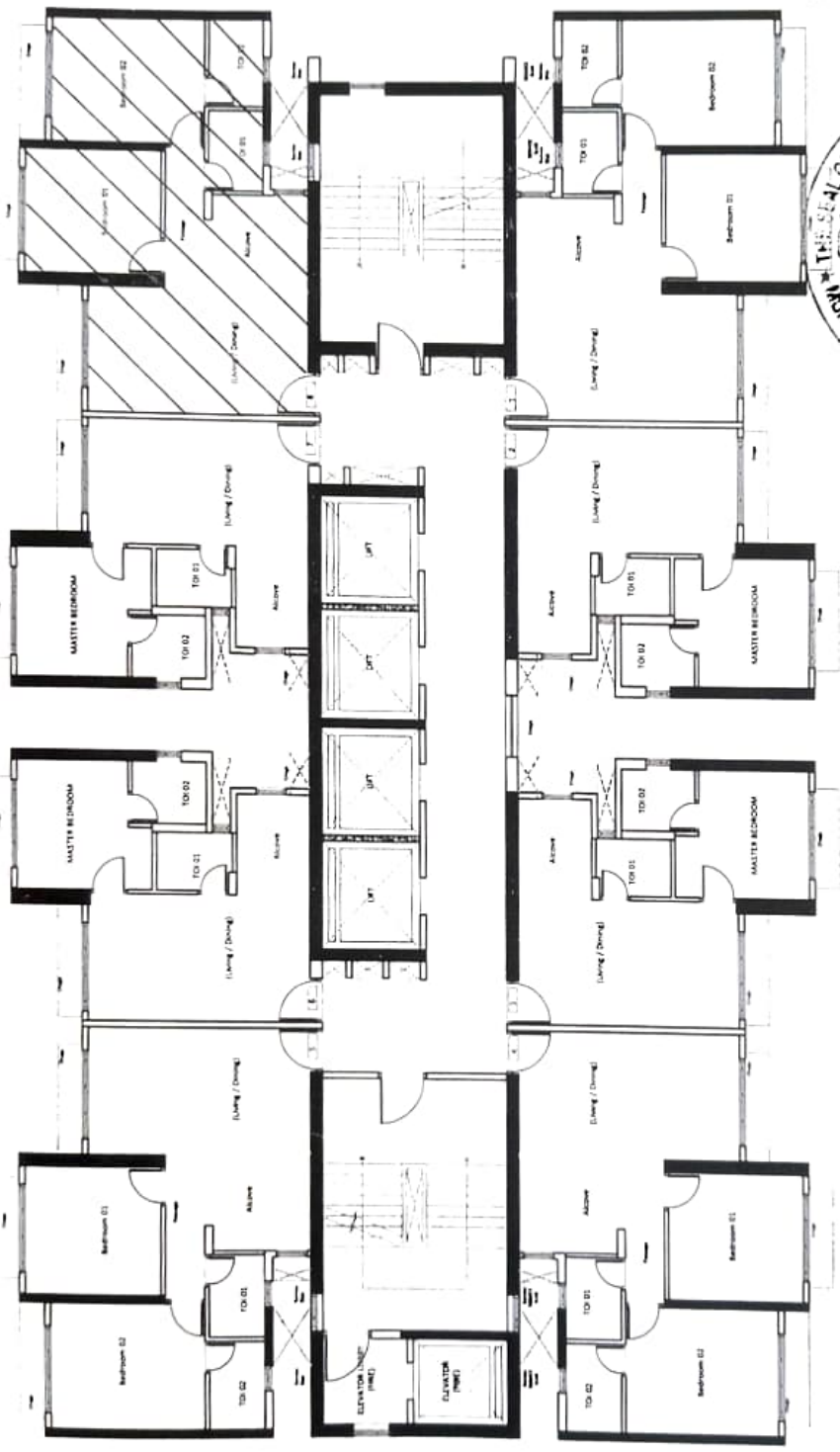
Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

ADDED 11.11.2023

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2023



WING	FLAT NO.	AREA



"TOWER - A"
(6TH FLOOR)
SCALE : NOT TO SCALE

Ground Holding: Bhatnagar Private Limited

Bhatnagar
Project / Architect / Sanitary

WMI REAL ESTATE DEVELOPERS LLP

Ganesha
AUTHORIZED SIGNATORY

Dave
Supriya Banne