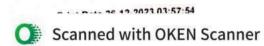


CHALLAN MTR Form Number-6



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दिनांक: 26/12/2023

गावाचे नाव: बांद्रा

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दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: योगी नरेंद्र तावडे

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एम. एन. गायकवाड सह दुव्यम निबंधक, अंधेरी क्र 🤻 , मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रक्कम: रु.1900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1223261106577 दिनांक: 26/12/2023

बँकेचे नाव व पत्ता:

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

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REGISTERED ORIGINAL DOCUMENT

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Receipt of Document Handling Charges

PRN 1223261106577 Receipt Date 26/12/2023

Received from DHC, Mobile number 0000000000, an amount of Rs.1900/-, towards Document Handling Charges for the Document to be registered on Document No. 20661 dated 26/12/2023 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.

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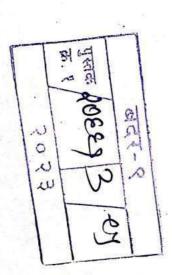
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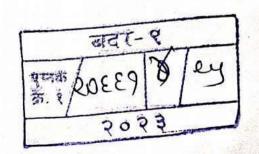




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Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN

1223261106577

Date

26/12/2023

Received from DHC, Mobile number 0000000000, an amount of Rs.1900/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.

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CHALLAN MTR Form Number-6



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Print Date 26-12-2023 01:35:55

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this 26 day of December 2023

BETWEEN

MAHESH DEVELOPERS LIMITED (Previously Know as Mahesh Developers Pvt. Ltd.), a company incorporated and registered under the Companies Act, 1956, having its registered office at G-1, Uma Shikhar, Ground Floor, 13th Road, Behind Khar Telephone Exchange, TPS III, Khar (West), Mumbai 400 052, holding Permanent Account Number (PAN) AAFCM9590H, hereinafter referred to as 'The Developer' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to when a local context of the context of meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning thereof be deemed to when a local context or meaning the local context or meaning thereof be deemed to when a local context or meaning the local context or meani

AND

Yogee Narendra Tavade having PAN No. CAVPT3080L Receinafter called "the Purchaser), an Adults, Indian Inhabitants, residing at 3001/A ESTRELLA, WADALA EAST, LODHA NCP, MUMBAI -400037 (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/ their respective heirs, executors administrators and permitted assigns / its successors and its permitted assigns) of the Other Part.

WHEREAS:

A. Under Indenture dated 15th February, 1965 executed by and between Govendrao A. Kulkarni & another, (therein referred to as the Gendors) and Leela Pradhan & others, (therein referred to as the First Confirming Party) and Dipchand Gandhi, (therein referred to as the Second Confirming Party) and Manoherlal R. Chugh, the chief promoter of Chandrakiran Co-operative Housing Society Limited, (therein referred to as the Third Confirming Party) and the Society herein being Chandrakiran Co-operative Housing Society Limited, (therein referred to as Purchasers), the Vendors therein with the consent and confirmation of the First, Second and Third Confirming Parties, transferred, conveyed and assured unto the Purchaser therein and the Purchaser therein purchased and acquired from the Vendors therein all that piece or parcel of land admeasuring an area of 592 square yards

Agrament for Sale of Flat

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Page 1

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A.

B.

(equivalent to 495 square meters and 5328 square feet) and bearing Plot No. 217 of the Suburban Scheme No. VII and registered in the books of the Collector of Land Revenue under City Survey-No. E/693 and lying, being and situated at Khar, Village Danda in the Registration Sub-District of Bandra, District Mumbai Suburban (hereinafter referred to as the "said Plot");

In view of the aforesaid, the said society through its Members are absolutely seized and possessed and is well and sufficiently entitled to all that piece or parcel of land admeasuring an area of 592 square yards (equivalent to 495 square meters and 5328 square feet) and bearing Plot No. 217 of the Suburban Scheme No. VII and registered in the books of the Collector of Land Revenue under City Survey-No. E/693 and lying, being and situated at Khar, Village Danda in the Registration Sub-District of Bandra, District Mumbai Suburban, alongwith the society building known as "Chandrakiran" consisting of ground floor his [02] floors is presently standing on the said Plot and containing 12 to sidential flats totally admeasuring an area of 5328 square feet carpet stuated at 217, 11th Road, Khar (West), Mumbai – 400 052 (hereinafter the said Plot of Land and said building structure shall be collectively referred to as the "said Property" and more particularly described in the Schedule - 1 hereunder written).

C. The Development Rights Agreement dated 09/12/2014 is duly registered with Sub-Registrar of Assurance, Andheri Taluka, Bandra, Mumbai on 09/12/2014 under Sr. No. BDR4-8285-2014 (hereinafter referred to as the "said DA"). Under the said DA executed by Society herein, and the Developers herein, the Society has granted development rights in respect of the said Property for valid

D. In terms of the said DA, the Developers are authorised to develop the said property by demolishing the existing building known as "Chandrakiran" standing thereon and constructing a new building and provide the members with new flats on ownership basis as and by way of Permanent Alternate Accommodation.

E. The said DA inter alia provides as follows-

(a) The Developer shall construct and hand over to the existing members of the Society, free of cost, a flat in the new building,

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having carpet area, which shall be 42% more than the carpet area of the existing flat of each member in the new building as Permanent Alternate Accommodation, as set out in Annexure I to the said DA (hereinafter referred to as the "Members' Flats").

- (b) The Developer shall be entitled to sell the remaining residential flats in the new building (hereinafter referred to as the "Developer's Flats") to the Purchasers.
- (c) The Society shall admit the Purchasers of the Developer' Flats as the member of the Society only on or after the Members have been offered possession of their respective flat in the new building and on receipt of Occupation Certificate from the MCGM.
- The Developer has employed the services of an Architect registered F. with the Council of Architects and have also appointed a Structural Engineer for the preparation of the structural designs and the proposed building to be constructed on the said prop
- The Developer has registered the said Property under the provisions of G. the Real Estate (Regulation & Development) Act, 2014 (hereinafter referred to as "the said Act") with the Real Estate Regulato authority at MUMBAI No. P51800029427. Hereto annexed and marked Annexure "A" is an authenticated copy of the registration of RERA in respect of the said property.
- H. The Plans of the building proposed to be constructed on the said Property, submitted to the Municipal Corporation of Greater Mumbai (MCGM) were sanctioned as per DCPR 2034 vide IOD bearing No. CHE/WS/1530/H/337 (NEW)/IOD/1/New, dated 29/10/2020 and the Commencement Certificate was issued on 01.12.2021-A copy of the IOD & Commencement Certificate is hereto annexed and marked as

Annexure "B1 & B2" Respectively. C \$30 8 (5) 151 F

In view of the Covid-19 pandemic the Real Estate situation in an around I. the city of Mumbai got worsened, due to which the Developenheren was required to give a revised Offer Letter dated 10.01.2021 to the said Society thereby revising its original offer of additional area from 42% to 35% over and above the existing area to the members of the said Javad Society.

- J. Initially the Society was against the said revised offer of the Developer and had against the same filed a Commercial Arbitration Petition bearing No. 415 of 2021 in the High Court of Mumbai.
- K. That after filing of the said Suit Commercial Arbitration Petition bearing No. 415 of 2021 by mutual understanding and negotiation the dispute between the said Society and Its Members and the Developer herein came to be settled and a Consent term dated 16/02/2021 came to be filed before the Honorable High Court, Mumbai on 16/02/2021, thereby putting an end to the dispute between the said Society its members and the Developer herein,

L.

- That as per the said Consent Term and more particularly paragraph 6 of the said Consent Term the Developer and the said Society were required to enter into a Supplemental Agreement thereby recording the revised commercial terms as per the said Consent Terms and accordingly a Supplemental Agreement to the said Development greement dated 09.12.2014 came to be executed on 07.09.2021 and egistered under serial No. 11701 of 2021 thereby-recording all the revised terms and condition between the said Society and the Developer herein. Copies of the said revised Offer letter dated 10.01.2021, the Consent Term dated 16.02.2021 and Index II of the said Supplemental Agreement dated 07.09.2021—are annexed hereto and marked as Annexure 'C1 & C2'.
- M. The Developer accordingly, is constructing a new multi-storied building on the said property, as per the sanctioned plans, consisting of stilts, 12 numbers of upper floors, containing residential Flats, with car parking spaces in the stilts and the podium level of the said building;
- N. At the request of the Flat Purchaser/s, the Developer has given

inspection to the Flat Purchaser/s of all the documents of title relating to the said property, the plans, designs and specifications prepared by the Developer, IOD and Commencement Certificate and such other documents as are specified the said Act and the rules made thereunder.

Roginal Act and Developer to the said property issued by Adv. Kirti Nagda, is annexed hereto and marked as Annexure 'D'.

P. The Flat Purchaser/s, who has/have inspected the sanctioned plans of the said building and the specifications and amenities provided therein, being **Annexure** "E" hereto, requested the Developer for the allotment

- of Flat No. 502 on 5th floor of the said building and 1 No. of car parking space/s in the said new building (hereinafter referred to as "the said
- The Flat Purchaser has applied to the Developer for allotment of a Flat Q. No. 502 on 5th Floor.
- R. The RERA carpet area of the said Flat is 65.50 square meters and "RERA carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shaft, exclusive balcony appurtenant to the said Flat for exclusive use of the Flat Purchaser or verandah area and exclusive open terrace area.
- S. Prior to the execution of these presents the Flat Purchaser has paid to the consideration to the Developers a sum of Rs. 5,20,00,000/- (Rupees Five Crores Twenty Lakhs only), after deduction of TDS @1% i.e. Rs. 5,20,000/-, being part payment of the sale consideration of the Flat agreed to be sold by the Developer to the Flat Purchaser as advance payment or application fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer the balance of the sale copy the manner hereinafter appearing.
- T. Under section 13 of the said Act the Developer is required to execute a written Agreement for Sale of the said Flat with the Plat Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- In accordance with the terms and conditions set out in this Agreement U. and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Flat Purchaser hereby agrees to purchase the said Flat.

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

The Developer shall construct the said building "CHANDRA KIRAN", on 1. the said property described in the First Schedule hereunder written in accordance with plans, designs or specifications approved by the concerned authorities from time to time. However, the Developer shall have to obtain prior consent in writing of the Flat Purchaser in respect of any variations or modifications which may adversely affect the said

2023

Mr.

Flat of the Flat Purchaser except any alteration/ addition required by the Government authorities or due to change in law.

The Flat Purchaser/s hereby agree/s to purchase from the Developer 2. and the Developer hereby agrees to sell and allot to the Flat Purchaser/s flat No. 502 admeasuring 705 sq. ft. RERA carpet area on the 5th floor of the building, to be named "KRISHNA DARSH" constructed on the said Plot described in the First Schedule hereunder written, at or for lump sum consideration of Rs. 5,20,00,000/- (Rupees Five Crores Twenty Lakhs Only). The said flat is more particularly described in the Second Schedule hereunder written and is shown on floor plan of the 5th floor hereto annexed and marked as Annexure 'F' by red outline. As incidental to the sale of the said Flat, the Developer shall allot to the Flat Purchaser/s 1 no. of car parking space/s under the stilt/podium/mechanized in the compound of the building, The consideration aforesaid includes the proportionate price of the 'Common areas and facilities' which are more particularly described in the Third Schedule hereunder written The particulars of pecifications and amenities provided in the said Flat are given in the

ONSIDERATION:

nexure 'E' hereto.

The Flat Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Flat Purchaser the said Flat.

(b) The total aggregate consideration amount for the said Flat is Rs. 5,20,00,000/- (Rupees Five Crores Twenty Lakhs Only) less 1% TDS Amounting to Rs. 5,20,000/-

The Flat Purchaser has paid on or before execution of this agreement a sum of Rs 98,50,000/- (Rupees Ninty Eight Lakhs Fifty Thousand only) as advance payment and hereby agrees to pay to that Developer the balance amount of Rs 4,21,50,000/- (Rupees Four Crores Twenty One Lakhs Fifty Thousand Only) after Deducting 1% TDS amounting to Rs. 5,20,00,000/- as per the Schedule of the payment annex as Annexure "G": The flat purchaser is availing housing loan of Rs. 3,90,00,000/- (Rupees Three Crores Ninety lakhs only) from BANK OF MAHARASTRA for the purchase of the said flat. The balance consideration of Rs.

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74,80,000/- after deduction TDS of Rs. 5,20,000/- shall be paid on or before execution of this present.

- (d) The above Consideration shall be payable by the Flat Purchaser to the Developer in favour of "Mahesh Developers Ltd." in Current Account No. 409001059275 at RBL Bank Ltd., Khar West Branch, Mumbai 400052, IFSC Code: RATN0000252.
- 4. The total consideration mentioned above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Property payable by the Developer) up to the date of handing over the possession of the said Flat.
- 5. The Flat Purchaser 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 Flat Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.
- 6. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
- 7. Time is essence for the Developer as well as the Flat Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the said Flat to the Flat Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- Similarly, the Flat Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other

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obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in hereinabove at clause No. 7.

9. If the Developer fails to abide by the time schedule for completing the Property and handing over the said Flat to the Flat Purchaser, the Developer agrees to pay to the Flat Purchaser, who does not intend to withdraw from the project, interest as specified in the RERA Rule, on all the amounts paid by the Flat Purchaser, for every month of delay, till the handing over of the possession. The Flat Purchaser agrees to pay to the Developer, interest as specified in the RERA Rule, on all the delayed payment which become due and payable by the Flat Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Flat Purchaser to the Developer.

10. Without prejudice to the right of Developer to charge interest in terms of clause No. 9 above, on the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and ther outgoings) and on the Flat Purchaser committing three defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement:

Provided that, Developer shall give notice of fifteen days in writing to the Flat Purchaser, by Registered Post AD at the address provided by the Flat Purchaser and mail at the e-mail address provided by the Flat Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Flat Purchaser fails to

rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

2 0 2 3 Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Flat Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of

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the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Flat Purchaser to the Developer.

11. The Developer shall give possession of the Flat to the Flat Purchaser on or before 31ST day of March 2024. If the Developer fails or neglects to give possession of the Flat to the Flat Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the Flat with interest as per the prevailing bank rate.

Provided that the Developer shall be entitled preasonable extended time for giving delivery of Flat on the eloresaid date, if completion of building in which the Flat is to the situated is delayed account of:

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

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- (iii) Any Lock Down Like Situation Due to COVID Pandemic.
- (iv) Non-Availability of labors, Material Like Steel, Cement etc.

PROCEDURE FOR TAKING POSSESSION:

The Developer, upon obtaining the occupancy certificate of the competent authority and the payment made by the Flat Purchaser as per the agreement shall offer in writing the possession of the said Flat, to the Flat Purchaser in terms of this Agreement to be taken within 15 Days (Fifteen Days) from the date of issue of such notice and the Developer shall give possession of the said Flat to the Flat Purchaser. The Developer agrees and undertakes to indemnify the Flat Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Flat Purchaser agrees to pay the maintenance charges as determined by the Developer or Society/association of Flat Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Flat Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

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13. The Flat Purchaser shall take possession of the Flat within 15 days of the written notice from the Developer to the Flat Purchaser intimating that the said Flats are ready for use and occupancy.

FAILURE OF FLAT PURCHASER TO TAKE POSSESSION OF SAID FLAT:

- 14. Upon receiving a written intimation from the Developer as per clause No. 13, the Flat Purchaser shall take possession of the said Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Flat to the Flat Purchaser. In case the Flat Purchaser fails to take possession within the time provided in clause No. 13 such Flat Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 15. If within a period of five years from the date of handing over the Flat to the Flat Purchaser, the Flat Purchaser brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost, and in case it is not possible ectify such defects, then the Flat Purchaser shall be entitled to receive from the Developer, compensation for such defect in the matter as provided under the Act. However if the purchaser carried any structural alteration or addition or changes in the flat and /or obtaining prior written permission of the developers and/or concern

authorities wherever required, without the knowledge of the developer, then in that case the developers shall not be liable and purchaser shall be responsible to rectify such defect or changes at his

The Flat Purchaser shall use the Flat or any part thereof or permit the parking space only for purpose of keeping or parking the car/vehicle.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or



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of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Society.

From the date of taking possession of the said flat as aforesaid or from 18. the expiry of 7 days from the due date for the payment of the bala consideration mentioned above, the Flat Purchase (schall be liable t pay the proportionate share of the outgoings in respect of the said) property and the building namely local taxes, society maintenance charges by the concerned local authority and expenses for electricity water, common lights, repair and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the property and building. Until the actual question of the aforesaid taxes and outgoings are determined, the Flat Purchaser/s shall pay a sum of Rs. 10,000/- per month on ad-hoc basis, as his/her/its/their proportionate contribution towards the said taxes and outgoings, to the Developer until the Flat Purchaser/s is/are admitted as a Member of the said Society as mentioned in clause 19 hereinafter; and thereafter to the said Society. The Flat Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. If the amount so paid by the Flat Purchaser/s is less than the actual amount worked out, the flat Purchaser/s shall immediately pay on demand to the Developer Society, the differential amount.

19. Upon the Purchaser paying to the Developers the balance consideration, together with the amounts mentioned in clause 25 hereinafter and taking possession of the said Premises, the Developer shall cause the said Society to admit the Flat Purchaser/s as a Member/spint members of the Society. The Flat Purchaser/s shall sign all necessary applications, memorandum, letters, documents and other papers and writings, and shall pay the Share Money and entrance fee to the Society, as may be necessary for becoming a member of the said

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Society and shall abide by the rules, regulations and Bye-laws of the said Society. The Flat Purchaser/s shall occupy the said premises subject to the rules and regulations and Bye-laws of the Society.

- The Flat Purchaser/s shall use the said premises for residential 20. purposes and for no other purpose and use the car parking space for parking his/her vehicle only. The Flat Purchaser/s agree/s not to change the user of the said Flat.
- The Flat Purchaser/s confirm that they have accepted the Title 21. Certificate issued being Annexure 'D' hereto and the Flat Purchaser/s shall not raise any objection and/or requisition on the title of the Society to the said property and/or the right of the Developer to develop the said property.
- The Flat Purchaser/s shall have no claim save and except in respect of 22. the flat agreed to be purchased hereunder. The remaining Developers' flats (i.e. save and except the Members' flats) shall remain the property of the Developer; and common areas such as lobby etc. un-allotted parking spaces etc. shall belong to the Society.

Flat Purchaser/s shall on or before taking possession of the said pay to the Developer the following amounts:

- Rs. 50,000/- non-refundable for legal charges. (i)
- Rs. 500/- share money application entrance fee of (ii) the Society.
- Rs. 75,000/- Non-refundable deposit towards installation of (iii) transformer, cable & Pipe Gas etc.

Rs. 15000/- as deposit towards electrical meter and G. 1 - 6 Proportionate share of the Deposit for water meter. पुताना Rs.1,20,000/- deposit towards proportionate share, taxes, 20629 酒, 智

maintenance and other charges, (10,000 x 12 Months). Rs.2,11,500/-

As proportionate contribution towards development Charges @ Rs. 300/- per sq.ft. of carpet area

Total Rs 4,72,000/-

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(Rupees Four Lakh Seventy Two Thousand only)



24. The Developer shall utilize the sum of Rs. 50,000/- referred to in Clause

No. 23 (i) for meeting all legal costs, charges including the professional
cost of their Advocates for preparing and engrossing this Agreement.

REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

- 25. The Developer hereby represents and warrants to the Flat Purchaser as follows:
 - (a) The Society has granted to and conferred upon the Developers, development rights in respect of the said Property, by demolishing the said Buildings and constructing a composite new building by utilizing the entire FSI, TDR/FSI as well as fungible compensatory FSI, in the name of the Society, as per the prevailing D.C. regulations, at Developer's cost, for the consideration and on the terms and conditions mentioned in the said DA;
 - the competent Authorities to carry put redevelopment of the said Property and shall obtain requisite approvals from time to complete the redevelopment of the Property;
 - (c) All approvals, licenses and permits issued by the competent authorities with respect to the Property and said buildings are valid and subsisting and have been obtained by following due process of law;
 - (d) The Developer has the 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 Flat Purchaser created herein, may prejudicially be affected;
 - (e) 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. Property and the said Flat which will, in any mamner, affect the rights of Flat Purchaser under this Agreement; 2022
 - (f) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Flat

 Purchaser in the manner contemplated in this Agreement;

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- 26. The Flat Purchaser/s, with an intention to bring all persons in whose hands the said premises may come, doth hereby covenant/s with the Developer as follows:
 - (a) TO USE the said Flat for residential purpose only and for no other purpose.
 - (b) TO MAINTAIN the said premises at the Flat Purchaser/s' own cost in good tenantable repairs and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the said building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the building or the said premises or part thereof,
 - hazardous, combustible or dangerous nature (save and except cooking fuel) or are so heavy so as to damage the construction of the building or storing of which goods is objected by the concerned local or other authority; and shall not carry or caused be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the building including the entrance thereof. In case any damage is caused to the said flat or the said building on account of the negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach,

and order in which it was delivered by the Developer to the Flat Purchaser/s and not to do or suffer to be done anything in the said premises or the building which is in contravention of rules, regulations or bye-laws of the concerned local public authority.

NOT TO DEMOLISH or caused to be demolished the said premises or any part thereof nor at any time make or caused to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof nor alter the elevation and outside colour scheme of the said building and to keep the

portion, sewers, drain pipes in the said premises and

TO CARRY at the Flat Purchaser/s own cost all internal repairs

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appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said premises without the prior permission of the Developers and/or the Society

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- (f) NOT TO DO or permit to be done any act which may render void or voidable any insurance of the building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance,
- (g) NOT TO THROW dirt, rage, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said plot and the building,
- (h) TO PAY to the Developer within 7 days of demand by the Developer, his/her/their share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service in connection to the building,
- (i) TO BEAR AND PAY increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the M.C.G.M. and/or government and/or other public authority on account of change of use of the said premises.
- Purchaser/s' interest or benefit factor of this Agreement or part with the Flat with the possession of the said premises until all the dues payable by the Flat Purchaser/s to the Developer under this agreement are fully paid up and only if the Flat Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s have intimated the Developer and obtained their prior consent in writing in that behalf.
- (k) NOT TO CHANGE the use of meter cabin/s or any portion / society office/servant, toilets/part/pocket terrace for any unauthorized purpose.
- (l) till the management of the building is handed over to the said Society TO ALLOW the Developer, its surveyors and agents at

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all reasonable time to enter into or upon the said property t_0 view and examine the state and condition thereof.

- (m) TO MAINTAIN the external elevation of the building in the same form as constructed by the Owner.
- (n) NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove.
- (o) NOT TO USE the refuge area for any purpose whatsoever as the same is provided as a refuge in case of fire.
- (p) NOT TO enclose the elevation features of the building, like flower beds and make them a part of room/hall. The Flat Purchaser/s has/have been clearly informed that these elevation features have been approved free of FSI and cannot be converted as a habitable area of the Flat. The elevation features shall continue to remain as elevation features.
- (q) TO ABIDE by all the rules and regulations and bye-laws of the Society.

27. Nothing contained in this Agreement is intended to be or shall be construed as a grant, or assignment in law of the said flat or of the said plot or building or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the said flat and that all the open acces, parking spaces, lobbies, staircases, terraces, etc. will remain the perperty of the Developer.

The Purchaser shall be liable to pay any form of levy, payable either to the State Government and/or Central Government, as per the applicable law. The purchaser hereby agrees to contribute and pay in time the amount decided by the Developer & Society to matchup the amount in old fund of

Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the

Flat Purchaser/s by the Developer shall not be construed as a waiver on part of the Developer of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Developer, in any manner.

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30. The Flat Purchasers/s is/are also an Investor (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act 1958 and the subsequent Purchaser/s under a subsequent sale shall within a period of one year from the date of this Agreement be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that, in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis. The Promoter shall have no liability in the matter of adjustment of duty.

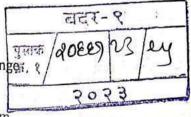
- 31. The stamp duty and registration charges and all other charges incidental to this Agreement shall be borne and paid by the Developer. The Flat Purchaser/s shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances, within the time prescribed by the Indian Registration Act, 1908 and after due notice in this regard the Developer shall attend such office and admit the execution thereof.
- 32. All notices to be served on the Flat Purchaser/s & Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser/s under Registered Post A.D. and notified Email ID/ Certificate of Posting at the address specification.

Yogee Narendra Tavade

3001/A, Estrelia. Wadala East, NCP, Mumbai 400037 Notified Email ID -

MAHESH DEVELOPERS LIMITED

G-1, Uma Shikhar, Ground Floor 13th Road, Behind Khar Telephone Exchange, १ TPS III, Khar (West), Mumbai 400 052 Notified Email ID – mdplgroup@gmail.com





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It shall be the duty of the Flat Purchaser 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 and notices posted at the above address shall be deemed to have been received by the Developer or the Flat Purchaser, as the case may be.

33. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

34. FURTHER ASSURANCES:

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

35. DISPUTE RESOLUTION:

Any dispute between the Parties shall be settled amicably; in case of failure to settle the dispute amicably, which shall be referred to the

Authority as applicable as per the provisions of the said Act and the

36 GOVERNING LAW:

That the rights and obligations of the parties under/arising out of this Agreement shall be construed and enforced in accordance with the

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laws of India for the time being in force and the Mumbai courts will have jurisdiction for this Agreement.

37. Permanent Account No. (PAN) of the Developer is AAFCM9590H
Permanent Account No. (PAN) of the Flat Purchaser/s is/are

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

THE FIRST SCHEDULE ABOVE REFERRED.T

("said Property")

All the piece or parcel of land admeasuring an area of 592 sq. yard (equivalent to 495 sq. meters and 5328 sq. ft.) together with building standing thereon known as "Chandrakiran" consisting of ground floor plus [2] floors and bearing Land No. 217 of the Suburban Scheme No. VII and registered in the books of the Collector of Land Revenue under City Survey No. E/693 and lying, being and situated at Khar, Village Danda in the Registration Sub-District of Bandra, District Bombay Suburban Greater Bombay and bounded as follows:-

On or towards the North

6th Road,

On or towards the South

CTS No. 694

On or towards the West

11th Road

On or towards the East

CTS No. 708

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THE SECOND SCHEDULE ABOVE REFERRED TO

("said Flat")

Flat No. 502, admeasuring 705 sq.ft. (REAR carpet area) on 5th floor of the building KRISHNA DARSH being constructed on the said property described in the First schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

- Entrance Lobby
- 2. Landing on each floor

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- 3. 2 number of Lifts.
- 2 number of Litts.

 Stilt area subject to the right of flat holders in respect of the respective 4. car parking spaces allotted to him/her/it in the stilt area.
- 5. Electric meter room
- 6. Overhead water tank,
- 7. Underground Water tank
- Stair case leading from the ground level to the top terrace 8.

SIGNED & DELIVERED

by the withinnamed Developer

M/s. MAHESH DEVELOPERS LIMITED,

by the hand of its authorized Director

Mr. Mahesh R. Sapariya or

in the presence of

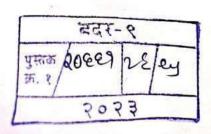
1) Sum

SIGNED & DELIVERED

by the within named Flat Purchaser/s

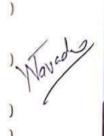


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RECIPT

Received with the Thanks from YOGEE NARENDRA TAVADE a Sum of Rs.98,50,000/- (Rupees Ninety Eight Lakhs Fifty Thousand Only) against part payment for purchaser of Flat No 502 at Redevelopment Project of Chandrakiran CHS Ltd., Plot No 217 bearing CTS No E/693 of Village Bandra at the Junction of 6th & 11th Roads, Khar West, Mumbai 400052. The Details of the Payments are as mention in the below table.

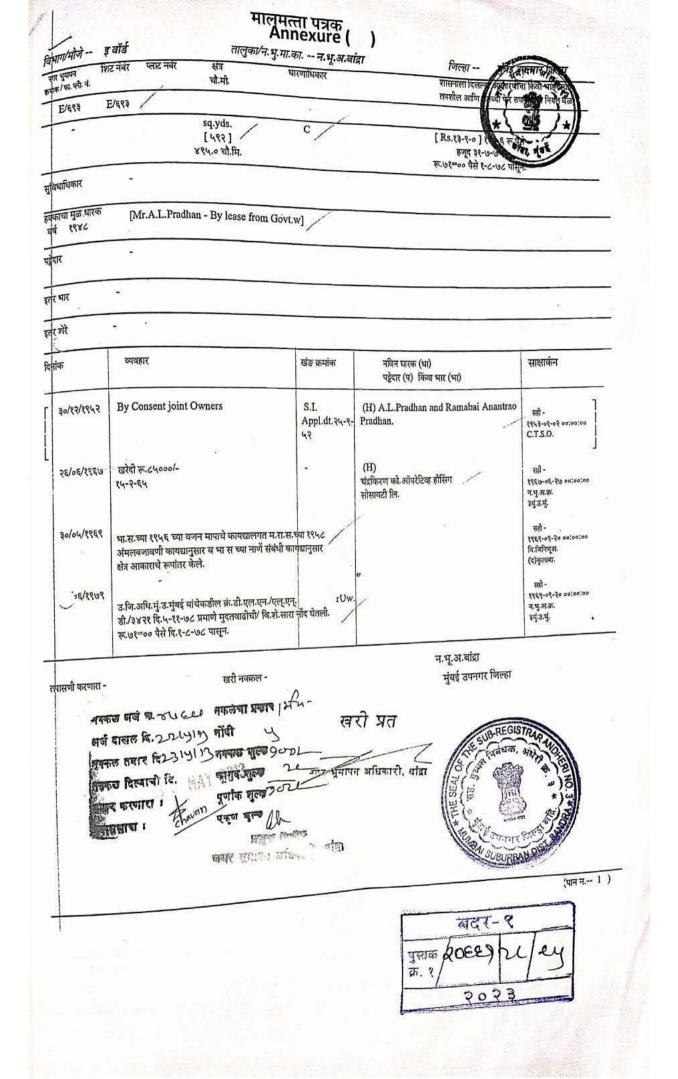
Amount	Cheque/RTGS/IMP S No	Date	Name of Bank	Name
RS. 50,00,000/-	MAHBR5202312191 6075615	19.12.2023	BANK OF MAHARASTRA	YOGEE N TAVADE
Rs. 48,50,000/-	MAHBR5202312221 6106781	22.12.2023	BANK OF MAHARASTRA	YOGEE N TAVADE
_	×		_	YOGEE N TAVADE.
Rs, 98,50,000/-		Total Am	nount	

FOR MAHESH DEVELOPERS LTD.

DIRECTOR



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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 : P51800029427

Project: Chandrakiran CHS Ltd., Plot Bearing / CTS / Survey / Final Plot No.: Plot No. 217, CTC No. E/693 at Andheri, Andheri, Mumbai Suburban, 400052;

- 1. Mahesh Developers Limited having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin: 400052.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 - 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 29/05/2021 and ending with 31/03/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities

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

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

Dated: 29/05/2021 Place: Mumbai





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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, as amended up to date.

No. CHE/WS/1530/H/337(NEW)/IOD/1/New

MEMORANDUM

Municipal Office.

To.

Shri. Mahesh Sapariya

Uma Shikhar, Gr. Floor, 13th Road, Behind Khar Telephone Exchange, Khar(W), Mumbai-52

With reference to your Notice 337 (New) , letter No. 791 dated 4/2/2019 and the plans Specifications and description and further particulars and details of your buildings at Proposed Residential Building at Plot Bearing CTS No. E/693 of Village Bandra at Junction of 1917 & 6th Road, Khar(W).E/693 furnished to me under your letter, dated 4/2/2019. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

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

- 1 That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2 That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the work.
- That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining 3 road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
- That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 4 5(3)(ix) will not be submitted by him.
- That the structural design and calculations for the proposed work and for existing building showing 5 adequacy thereof to take up the additional load will not be submitted before C.C.
- That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage 6 layout approved by Ch.Eng.(S.P.). will not be submitted before C.C.

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- That the Registered Agreement with the existing tenant alongwith the list will not be submitted before That the consent letter from the existing tenants for the proposed additions/alterations in
- their tenement will not be submitted before C.C.
- That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to That the Indemnity Bond indemnifying the Corporation for damages, and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting 9 the work.
- That the existing structure proposed to be demolished will not be demolished or necessary Phas Programme with agreement will not be submitted and got approved before C.C. 10
- That the requirements of N.O.C. of (i) Reliance Energy /Tata Power, [ii] S.G. [iii] P.C.O., [iv] A.A. 11 That the requirements of N.O.C. of (i) Reliable Entropy is the requisitions of A.A. & H/West, [v] S.P. [vi] S.W.D., [vii] M.T.N.L., [viii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- That the qualified/registered site supervisor through architect/structural Engineer will not be 12 appointed before applying for C.C.
- That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [H/We 13 Ward] shall not be submitted before applying for C.C.
- That the NOC from Society alongwith certified extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
- That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid. 15
- That the registered undertaking in prescribed proforma agreeing to demolish the excess area 16 constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 17 That the requisite premium as intimated will not be paid before applying for C.C.
- That the registered undertaking shall not be submitted for payment of difference in premium paid a 18 calculated as per revised land rates.
- That the C.C. shall not be asked unless payment of advance for providing treatment at construction 19 site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerns Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- That the Janata Insurance Policy in the name of site or policy to cover the compensation claims arisin 20 out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.

he N.O.C. from Superintendent of Garden for tree authority shall not be submitted. REGISTRATE TO THE TO

ผู้ทั้vestigation will not be done and report thereof will not be submitted with

structur

That the building will not be designed with the requirements of all relevant IS codes code 1893 ione arthquake design while granting occupation certificate from Stru Including IS Structural Engineer

eam in R.C.C. framed structure shall not be less than 230 mm. wide. The size hall also not be governed as per the applicable I.S. Codes.

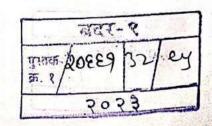
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design

- That all the cantilevers [projections] shall not be designed for five times the load as per I.S. 25 1893-2002. This also includes the columns projecting beyond the terrace and carrying code
- That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick 26 masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated
- That the Vermiculture bins for disposal of wet waste as per the design and specification of 27 Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal
- That the phasewise programme for removal of the debris shall not be submitted and got 28
- That the registered undertaking for not misusing the part / pocket terraces / A.H.Us. and area 29 claimed free of F.S.I. will not be submitted.
- That the registered undertaking for water proofing of terrace and Nahani traps shall not be 30
- That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted. 31
- That the owner/developer shall not display a board at site before starting the work giving the details 32 such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.
- 33 That the design for Rain Water Harvesting System from Consultant as per Govt. notification Sec.37[2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-24/2007/UD-11 dt.6/6/2007 shall not be submitted.
- 34 That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O.[H/West].
- That the RUT shall not be submitted by the developer to sell the tenements/flats on carpet area 35 basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will be submitted.
- That the debris removal deposit of Rs. 45,000/- or Rs. 2/- per sq. tr. of the builting 36 ्रांधक, क less will not be paid before further C.C.
- That the 'Debris Management Plan' shall not be got approved from Executive Engi 37 conditions therein shall not be complied with. That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted
- 38
- That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.207 39 paid before asking for C.C.
- The developer shall not submit the registered undertaking agreeing to comply with a follow all the rules, regulations, circulars, directives related to the safety of construction labors/workers, issued time 40 to time by the department of building & other construction labours, Government of Maharashtra.

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- That the developer will not intimate the prospective buyer and existing tenants regarding concession.

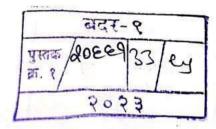
 That the developer will not intimate the prospective buyer and existing tenants regarding concession.

 That the developer will not intimate the prospective buyer and existing tenants regarding concession. That the developer will not intimate the prospective buyer and concess availed for deficiency in open space etc. as well as not objecting neighbourhood development with available shall not be incorporated in sale agreement so as a living shall not be incorporated in sale agreement so as a living shall not be incorporated. 41 availed for deficiency in open space etc. as well as not objecting in sale agreement so as to make deficient open spaces etc. and the clause shall not be incorporated in sale agreement so as to make aware prospective buyer/ members about deficient open space/maneouvering spaces.
- That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be complete the Registered Undertaking stating equipped with safety measures will be maintained to the complete that the Registered Undertaking equipped with safety measures will be maintained to the complete that the Registered Undertaking equipped with safety measures will be maintained to the complete that the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be complete that the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be complete that the Registered Undertaking stating the Registered Undertaking stating that the Registered Undertaking stating that the Registered Undertaking stating stating stating that the Registered Undertaking stating sta 42 That the Registered Undertaking stating that the conditions with safety measures will be maintained with and to that effect the mechanized parking equipped with safety measures will be maintained with and to that effect the mechanized parking equipped with safety measures will be maintained with and to that effect the mechanized parking equipped with and to that effect the mechanized parking equipped with and to that effect the mechanized mechanized and an indemnity bond indemnifying MCGM and permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and a parking out of failure of mechanized officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall not be submitted.
- That the R.U.T. shall not be submitted by the developer stating that fungible compensatory FSI for 43 rehabilitation component shall not be used for sale component.
- That the NOC from the Registrar of Societies under Section 79A shall not be submitted 44
- That the registered undertaking shall not be submitted for payment of difference for fungible, open 45 space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- That the RUT shall not be submitted stating that the difference of payment for additional 33% FSI sh 46 That the RUT shall not be submitted stating that the Government from time to time as per the paid and calculated as per the revision of rates by the Government from time to time as per the condition No.5 mentioned in Notification and circular before requesting for C.C.
- That the RUT shall not be submitted regarding any adverse clarification received from Government of That the RUT shall not be submitted regarding any adverse confidence. No.TPB-4308 /776/CR-127/2008/UD-11 Maharashtra in respect of condition No.7 of Govt. notification No.TPB-4308 /776/CR-127/2008/UD-11 dtd. 10.4.2008 and new Govt. notification dtd. 24.10.2011 i.e. regarding consent of society / occupants regarding utilization of 0.33 FSI on prorata basis.
- That the letter from owner stating that they will accept the refund of additional 33% FSI premium 48 paid, without claiming any interest thereon, if the development proposal is not approved / rejected by 49
- That the demarcation of plot boundary carried out by C.S.L.R. and M.R. Plan to that effect shall not be 50
- That the work shall not be carried out between sunrise and sunset.
- That the R.U.T. & Indemnity Bond shall not be submitted stating that owner/developer and 51 concerned Architect/Lic. Surveyor shall compile and preserve the following documents. a) hip documents. b) Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas structural drawings. e) Structural Stability Certificate from Lic. Structural Engineer. f) Structural audit reports. g) All details of repairs carried out in the buildings. h) Architect.j) NOC and Completion Certificate issued by C.F.O. k) Building Completion Certificate Issued by Lic. Surveyor / Supervision certificate per the sequirement of C.F.O. The above documents shall be handed over to the end user/prospective

per the requirement of C.F.O. The above documents shall be handed over to the end user/prospective society within a period of 30 days incase of redevelopment of properties and in other cases, within 90 preserve and plaintain the abovesaid documents/plans and subsequent periodical structural audit repairs/structural audit/fire safety audit, etc. at regular intervals as per requirement of C.F.O. A cop conditions shall not be submitted to this office.

That all the structural members below the ground shall not be designed considering the effect of

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chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due chlorinated water, suspined water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall not be taken and completion certificate to that effect shall not

- That the R.U.T. shall not be submitted by the owner/developer for maintaining the noise levels as per 53
- That the R.U.T. from the developer stating that they will incorporate a condition in the sale agreement 54 of prospective buyers as well as existing trial triey will incorporate a condition in the sale agreement of prospective buyers as well as existing tenants about deficiency in provision of aisle space of 3.50 mt. for two way maneouvering of vehicles instead of 6.00 mt. shall not be submitted.

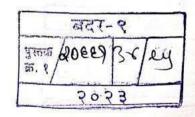
C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.

- That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth. 1
- That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building. 2
- That the debris shall not be transported to the respective Municipal dumping site and challan to that 3
- That the N.O.C. from A.A. & C. [H/West] shall not be submitted. 4
- That the plinth stability certificate from R.C.C. consultant shall not be submitted. 5
- That the work-start notice shall not be submitted. 6
- That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.
- That the quality control for building work / for structural work / supervision of the work shall not be R done and certificate to that effect shall not be submitted periodically in proforma.
- That the monthly status report shall not be submitted regularly.
- That the A.M.S.L. of the completed work upto plinth/stilt/podium level, as applicable, shall not be 10 verified and submitted. CUB-REGISTRA
- 11 That the NOC from Railway Authorities shall not be submitted.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- That some of drains will not be laid internally with C.I. pipes. 1
- That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6 2
- That the surface drainage arrangement will not be made in consultation with E.E. (SWD.) or as per his 3 remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- 4 That the 10' wide paved pathway upto staircase will not be provided.
- 5 That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a 6 prominent place before O.C.C./B.C.C.
- That the carriage entrance will not be provided before starting the work. 7

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- That the parking spaces will not be provided as per D.C.R. No.36. .
- That the parking spaces will not be provided to the provided of the parking spaces will not be claimed for refund with the parking spaces will not be claimed for refund with the claimed and top and debris deposit etc. will not be claimed for refund with the claimed and top are the date of occupation. period of six years from the date of occupation.
- period of six years from the oscillation of the building constructed and more particularly overhead water tank will not be the provision of temphraness for the staff of Insecticide Officer with a provision of temphraness That every part of the building constructed and more particularly with a provision of temporary to provided with the proper access for the staff of Insecticide Officer with a provision of temporary to 10
- That the owner/developer will not hand over the possession to the prospective buyer 11 before obtaining occupation permission.
- That the letter box of appropriate size shall not be provided for all the tenements at the ground for 12
- That the infrastructural works such as construction of hand-holes/manholes, ducts for 13 That the infrastructural works such as considering the flats/rooms, room/space for telecom underground cables, concealed wiring inside the flats/rooms, room/space for telecom etc. required for providing telecom services shall not be provided. installation in the state of th
- That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with. 14
- That the necessary arrangement of borewell shall not be made/provided and necessary 15 to that effect from the competent authority shall not be obtained before C.C.
- That the provisions of Rain Water Harvesting as per the design prepared by approved consultants to the satisfaction of Municipal Commissioner while developing plants That the provisions of Rain Water Harvesting as per the design property of approved consultants the field shall not be made to the satisfaction of Municipal Commissioner while developing plots in the field shall not be made to the satisfaction under Sec.37[2] of M.R.T.P. Act, 1966 16 the field shall not be made to the sausiaction of Pidinespa.

 area more than 300 Sq.Mts. as per Govt. notification under Sec.37[2] of M.R.T.P. Act, 1966.
- That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with. 17
- That the Vermiculture bins for disposal of wet waste as per the design and specification of 18 That the Vermiculture bins for disposal of war master as per the list furnished by Solid Waste Management of Companisations/individuals specialized in this field, as per the list furnished by Solid Waste Management of Municipal Companished Organisations/individuals specialized in this field, to the satisfaction of Municipal Commissioner. 19
- That the Drainage Completion Certificate shall not be obtained from Ch.E.(S.P.) & shall not be 20
- That the Lift Inspector's completion certificate shall not be submitted. 21
- That the structural stability certificate shall not be submitted. 22
- That the Site Supervisor's completion certificate shall not be submitted. 23
- That the smoke test certificate shall not be submitted. 24
- That the water proofing certificate shall not be submitted. 25
- That the N.O.C. from A.A. & C. [H/West] shall not be submitted. That the final completion certificate from C.F.O. shall not be submitted. 26

That the completion certificate for Rain Water Harvesting System from Consultant shall not be

That the constriction of road including S.W. Drain and footpath, providing central dividers, land marking and providing street furniture and obtain completion certificate from E.E. [Roads]W.S. shall not be submitted before applying for occupation.

That the Epigray Conservation Systems as stipulated vide circular under No.ChE/M&E/1063

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- That the list of documents required to be scanned and legible scanned image shall not be 30
- That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be 31 provided by method of pounding and all sanitary connections will not be leak proof and smoke test



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() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of 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 required but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 28 October day but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 28 October day but not otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations of but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations of but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations of but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations of

made under that Act at the time In force. Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals, Zone, Wards.

SPECIAL INSTRUCTIONS

- 1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greate has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred 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 plin be-

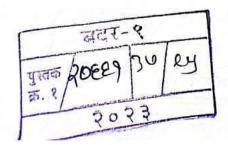
- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the from such building can be connected with the sewer than existing or thereafter to be-laid in such street
- b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building
- c) Not less than 92 ft. ([!TownHall]) 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 required to give notice of erection of a new building or occupation of building which has been vacant, to the Commodified within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occup detected by the Assessor and Collector's Department.
- 5. Your attention further drawn to the provision of Section 353-A about the necessary of submitting occupation of with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a perfect occupation and to leavy penalty for non-compliance under Section 471 if necessary.

Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (23) (23) (24) (25) (27)

One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

decessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban

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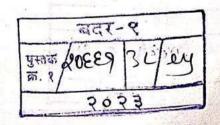


No. CHE/WS/1530/H/337(NEW)/IOD/1/New before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector,

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

 A certified set of latest approved plans shall be displayed on site at the time of commencement the work, 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.

 Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should 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 at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound we 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 the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of area.

8) The work should not be started unless the manner in obviating all the objection is approved by this

started unless the structural design is approved.

h should not be started before the same is shown to this office Sub-Engineer concerns obtained from him regarding correctness of the open spaces & dimension.

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- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and
- 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
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion
- 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 asphalting lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are determined and the started unless the existing structures proposed to be demolished are determined as the started unless the existing structures proposed to be demolished are determined as the started unless the existing structures proposed to be demolished are determined as the started unless the existing structures proposed to be demolished are determined as the started unless the existing structures proposed to be demolished are determined as the started unless the existing structures proposed to be demolished are determined as the started unless the started
- 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 f your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commissionent certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-

 Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.

ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.

iii. Plans showing the phased programme of constructions has to be duly approved by this office before 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.

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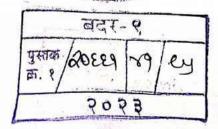


- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its for other sides should be done first starting the work.
- other sides should be done.

 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 13
- 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 No new went, tank, point, eistern of Boundary State of Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai Commissioner for Greater Mumbai Commissioner for Greater Mumbai Commissioner for Greater Mumbai Commissioner for Greater for Greater for Greater for Greater for Greate Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of WITOLD 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 highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shan pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladde 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 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.

onal is intended to be carried out on old foundations and structures, you will do so

Page 12 of 13 On 29-Oct-2020



Executive Engineer, Building Proposals Zones wards.

CHE/WS/1530/H/337(NEW)/IOD/1/New

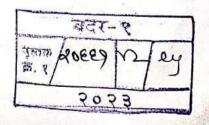
Copy To :- 1. RAVINDRA SHRIDHAR JAWALE

- 1, Sweet Home,19th A Road, Anand Vihar, Khar (west)
- 2. Asst. Commissioner H/W Ward.
- 3. A.E.W.W. H/W Ward, 4. Dy.A & C. Western Suburb I
- 5. Chief Officer, M.B.R. & R. Board H/W Ward .
- 6. Designated Officer, Asstt. Engg. (B. & F.) H/W Ward,



Name : Vijay Sharkarrao Tawde Designation : Executive Engineer





zti Nagola 0/U No.__1233 Charges @ Rs. 2.50/5.00 52.50 Certains Copy / Xerox Copy Issued by Certified Copy Dept.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY ORDINARY ORIGINAL CIVIL JURISDICTION IN ITS COMMERCIAL DIVISION COMMERCIAL ARBITRATION PETITION (L) NO. 415 OF 2021

Chandrakiran CHS Ltd Versus Mahesh Developers Ltd

...Petitioner

...Respondent

Mr Pankaj Pandey, with Smit K Nagda, for the Petitioner. Mr Ram U Singh, for the Respondent.

PC:-

16th February 20

The parties have settled their disputes. Consent are are tendered. These are signed by the parties and their respective Advocates. The Consent Terms are taken on record and marked "X1" for identification with today's date. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

The Arbitration Petition is disposed of in accordance with the

2. Consent Terms.

बदर-१ **पुश्तक**

Page 1 of 2

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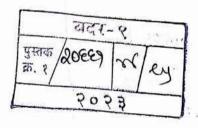
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- The undertakings are accepted as undertakings to the Court. 3.
- A soft copy of the Consent Terms will be uploaded as the 4. second order in the matter. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

This order will be digitally signed by the Private Secretary of







Page 2 of 2

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16th February 2021 ...: Downloaded on - 31/03/2021 16:12:34 ...: CMSO ::: CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER

CORAM: G. S. PATEL J. IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION PETITION (L) NO 415 OF 2021

CHANDRAKIRAN CO-OPERATIVE HOUSING SOCIETY LIMITED

A Co-operative Society registered under the Provisions of Maharashtra Co-operative Societies Act, 1960 and having its address At Plot No. 6th & 11th Road Junction, Khar (West), Mumbai- 400 052.

... PETITIONER

VERSUS

MAHESH DEVELOPERS LIMITED

A public limited company incorporated Under the provisions of Companies Act Having its registered office address at Uma Shikhar, Ground Floor, 13th Road, Behind Khar Telephone Exchange, Khar (West), Mumbai-400 052.

- The Petitioner has filed the above Commercial Arbitration Petition 1. under section 9 of Arbitration and Conciliation Act, 1996 seeking interim measures and particularly direction against the Respondent to pay outstanding displacement compensation of Rs. 55,75,200/till October-2020 in addition to the unpaid Hardship Compensation of Rs. 79,45,470/- and Rs. 1,60,000/- towards shifting charges, total aggregating to Rs. 1,36,80,670/- as per Development Agreement dated 09-12-2914.
- The parties hereto have mutually decided to settle their dispute and 2. differences amicably on the terms and conditions appearing hereunder.
- It is hereby agreed, declared and confirmed that the Development Agreement dated 09-12-2014 is valid, binding and subsisting 3. between the parties, save and except what is stated herein. It is clarified that this Consent Terms shall not amount to waiver of any rights and entitlements of the Petitioner

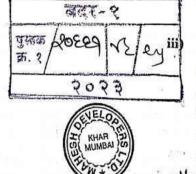


Chairman . . .

- 4. The Petitioner has placed the revised offer dated 10-01-2021 before the members during the Special General Body Meeting dated 17-01-2021 and the said revised offer is accepted and approved by the members of Petitioner Society and accordingly resolution dated 17-01-2021 is passed accepting the said revised offer. Hereto annexed and marked as ANNEXURE-A is the resolution dated 17-01-2021 passed during SGM dated 17-01-2021.
- 5. The parties herein undertake to this Hon'ble Court as follows:
 - a) It is hereby agreed, declared and confirmed that the Respondent shall provide additional area of 35% over and above the existing carpet area of the flats of the members of the Petitioner instead of 42% additional area on the existing carpet area of the flats.
 - b) It is hereby agreed, declared and confirmed that the displacement compensation shall be paid by the Respondent to the Petitioner's members from 10-11-2020 to 09-04-2022 in the following manner:
 - i) The Respondent shall pay the displacement compensation at the rate agreed in Development Agreement dated 09-12-2014 to each members of the Petitioner Society for initial period of 6 months i.e. 10-11-2020 to 09-04-2021 by way of cheques, on signing and execution of present Consent Terms.

The Respondent shall pay the pay the displacement compensation at the rate agreed in Development Agreement dated 09-12-2014 to each members of the Petitioner Society for 10-04-2021 to 09-04-2022 by way of 2 (two) post dated cheques on signing and execution of present Consent Terms.

In the event, the redevelopment project is not completed within period of 18 months, then the Respondent shall pay displacement compensation for the period of next 6 months i.e. 10-04-2022 to 09-09-2022 by way of 6 (six) post dated cheques on expiry of 18 months to each members of Petitioner Society.



For Chaudra Kiran Co-opossitive Housing Society Lid.

Secretary

Secretary

For Secretary

Secretary

Secretary

Treasurer

Treasurer

Secretary

Secretar

- Society does not complete in period of 24 months i.e. o9-09-2022, the Respondent shall pay increased displacement compensation at the rate of Rs. 132/per Sq. Ft. carpet area per month after expiry of 24 months by post dated cheques for entire extended period till the Respondent procures Full Occupation Certificate and intimates the receipt of same to the Petitioner Society and offer possession of new flats to the existing members.
- It is agreed, confirmed and declared that the development period for redevelopment commences from 10-11-2020.
- Respondent has already paid 25% of hardship compensation to the members of Petitioner Society and the Respondent shall pay the remaining 75% hardship compensation within 9 (nine) months from commencement of Development Period i.e. till 12-08-2021. The Respondent has already deposited post-dated cheques for remaining hardship compensation with each members of Petitioner against the execution of present consent terms.
- Respondent shall deposit the Bank Guarantee of Rs. 1.5 crore with the Petitioner before issuance of Commencement.

 Certificate by the Municipal Corporation of Greater Mumbal.

 In the event, the Respondent is unable to deposit the said Bank Guarantee with the Petitioner even after receiving commencement certificate; than the Respondent shall mortgage one flat i.e. Flat No. 402, admeasuring 550 Sq. Ft. Carpet area in the proposed new building in favor of the Petitioner and the said mortgage shall subsists till completion of the entire RCC work of the Petitioner's new building.



For Chandra Kiran Co-operalive Housing Society Ltd. 2023

BS. M. L. K. D. Bhojani S. S. Wasang
Chairman Secretary Treasurer

It is agreed, declared and confirmed that the parties herein shall It is agreed, declared cupplemental Agreement to the Development Agreement dated 09-12-2014, thereby recording the changes in the commercial terms. The parties agree that they shall co-operate in registering the said Supplemental Agreement and make themselves or their authorised representatives available during the registration of said Supplemental Agreement. The Respondent undertakes to pay necessary stamp duty and registration charges, if any, payable on documents/ deeds between the parties herein including that on the said Supplemental Agraement. The parties further agree to enter into and execute respective Tripartite Agreement and register the same. The parties undertake to make themselves available before the office of sub-registrar of assurances for registration of Tripartite Agreement at the cost and expenses of the Respondent including that of stamp duty payable on the said Tripartite Agreement.

It is agreed, declared and confirmed that the time shall always be an essence to the contract between the parties and the Respondent undertakes that the Respondent shall not seek any extension of whatsoever nature in complying and/or adhering to the timelines recorded: in Supplemental Agreement to the Development Agreement dated 09-12-2014

> Respondent undertakes to not handover possession of the free tenements to the new purchasers even for fit outs prior to aining full occupation certificate.

The Respondent undertakes to pay all the statutory dues relating to and arising out of the said project including property tax, both arrears and future, levied by the statutory authorities including

Murriqipal Corporation of Greater Mumbai till the full occupation

बदा- ९ ertificate is obtained. 質制革 80880 ey क्रा. १

503.3

It is clarified that upon default of any of the terms of this Consent Terms, the Petitioner shall be entitled to execute this Consent

Terms against all the assets of Respondent and its directors.

For Chandra Kiran Co-operative Housing Society Ltd.

4

Petitioner undertakes to this Hon'ble Court that they will pass 12. appropriate resolution authorising the Society to collect the amounts as mentioned above in respect of the displacement compensation and hardship compensation in favor of members of Petitioner Society and to get this Consent Terms approved in the

It is agreed, declared and confirmed that in case of any breach of 13. the present consent terms the parties shall be at liberty to apply before this Hon'ble Court and the above said Comm. Arbitration Petition will be revived, by the permission of this Hon'ble Court.

The parties have obtained due authorization to execute and file this 14.

No order as to costs. 15.

Dated this 16

For Chandra Kiran Co-operative Housing Society Ltd.

Chairman Secretary

For Petitioner

For MAHESH DEV

For Respondent

For

Smit Kirti Nagda

Advocate for Petitioner

Ram Ugrah Advocate for Respondent.

पुस्तक

For Chandra Kiran Co-operative Housing Society Ltd.

(.D. Bholam. Sacretary

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यदर-

Treasurer

EXHIBIT-_A

CHANDRA KIRAN CO-OPERATIVE HOUSING SOCIETY LTD. Plot No. 217/. 6/11th Road Corner, Guru Gangeshwar Marg, Khar (W)

(Regd. No. BOM/HSG/751 of 1964)

Ref: SPGBM on 17/01/2021.

RESOLUTION PASSED UNANIMOUSLY AS UNDER :

Date Place Time of Meeting: 201, Mukta Apts, 10th Rcad, Khar (W) Mumbai 400 052 at 7.00 p.m. on 17/1/21

Ref. Development Agreement for Chandra Kiran CHS Bldg. SUBJECT: at Plot No. 217, 11th Road, Khar (West), Mumbai 400 052, Development Agreement dated 9.12.2014 between Society & Mahesh Developers.

RESOLUTION:

1. For Accepting the revised offer of M/s. Mahesh Developers. the matter was discussed by the members with all Pros. & Cons. Accordingly all members with open mind on basis of a Positive Mutual Approach decided to accept the Revised Offer and it is hereby Resolved that the revised offer attested by Members for Record sake as armexed be and is hereby approved and accelted by society members.

The committee members are authorised to sign the consent to be submitted before the Hon ble Court .

Proposed by : Mrs. Charda Hasija

seconded by . : Mr. Rajam Srinivasan

Approved Unarimously

TROASURER

c. Valay

Chairman

For Chandra Kiran Co-operative Housing Society Ltd.

Chairman

··.Secretary

S.S. Valor

बदर-१ पुसावा 20669 2033

Rei	HANDRA KIRAN CO-OPERATIVE HOUSING SOCIETY LTD. Plot 217, 6/11th Road Corner, Guru Ganeshwar Marg, Khar (West), Mumbai - 400 052. (Regd, No. BOM/HSG/751 of 1964)
IXC.	MEMBERS ATTENDED Date: 17/01/2021
	THE SPABMEET ON 17/01. @ 7PM
-	@ 201 MUKTAAPTS. 201, 10TH RIAD
	Khai TW Mmbai 400052
	- X
	FLAT No. Namu & signatura
	1 - Gargy Arand Ms. Gargy Arand
	2 - S. D. Vosas Sarasunt Simivasan
	9 - K.D. Bhojani Kamla D. Bhojani Devchand B. Bhojani
	9 - 1x.D.Bhojani Ramile B.Bhojani Devchand B.Bhojani
	10 - Bhagwati S. Mandani PS. Med Bhagwati S. Mandani
1	11 10 10 - BS. Midi Bhay
	[[al/2]
	Dr.CO.
	THE SUB-REGISTRAPA
	Signature of the state of the s
	COURTA



MAHESH DEVELOPERS LIMITED

(Erstwhile Mahesh Developers Pvt Ltd.) (CIN: L45200MH2008PLC186276)

(CIN: L45200MH2000) Registered Office: Uma Shikhar, 13th Road Behind Khar Telephone Exchange, Khar (West), Mumbal, 400052, Maharashtra, India

Contact No: 022-26000038Email ID: mdplgroup@gmail.com Website: www.maheshdevelopen CONTROL NO: 022-26000038Email ID: mdplgroups Financian PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE PASSED AT THE MEETING OF CERTIFIED TRUE COPY OF THE PASSED AT THE PASSED A CERTIFIED TRUE COPY OF THE RESULT MAHESH DEVELOPERS LIMITED THE BOARD OF DIRECTORS OF MAHESH DEVELOPERS PVT LTD.) ON SATURDAY, FEBRUARD THE BOARD OF DIRECTORS OF LIMITED ON SATURDAY, FEBRUARY (ERSTWHILE MAHESH DEVELOPERS PVT LTD.) (ERSTWHILE MAHESH DEVELOPERS 1. 13TH ROAD BEHIND KHARY 13TH, 2021 AT 03.30 P.M. AT UMA SHIKHAR, 13TH ROAD BEHIND KHAR (WEST), MUMBAI-400052, MAHARASHTER 13TH, 2021 AT 03.30 P.M. AT UMA SHITKAN (WEST), MUMBAI-400052, MAHARASHTRA INDLA

TO AUTHORISE MANAGING DIRECTOR FOR THE MATTERS REGARDING TO

The Chairman placed before the Board that any one director need to be authorised for the The Chairman placed before the Board that the Signing Consent term of Chandrakiran CHS LTD and other Redevelopment Projects. The Signing Consent term of Change authority to sign and execute such documents or papers. Chairmen proposed himself to give authority to sign and execute such documents or papers.

"RESOLVED THAT Mr. Mahesh Ratilal Sapariya, Managing Director of the Company be and is hereby authorised to sign Consent term with Chandrakiran CHS LTD.

RESOLVED FURTHER THAT Mr. Mahesh Ratilal Sapariya, Managing Director of the Company be and is hereby authorised to sign, execute and represent any such documents or company be and is necessary auditorised to Redevelopment of Society on behalf of Company towards legal

RESOLVED FURTHER THAT Mr. Mahesh Ratilal Sapariya, Managing Director of the Company be and is hereby authorised to appear, sign and execute such documents and deeds as may be required and to represent himself on behalf of the Company in case of legal matters (if arises) and to do all such act which is for the benefit of the Company."

//CERTIFIED TRUE COPY// FOR MAHESH DEVELOPERS LIMITED (Erstwhile Mahesh Developers Pvt Ltd.)

Managing Director DIN 00414104







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

No CHE/WS/1530/H/337(NEW)/FCC/1/Amend

COMMENCEMENT CERTIFICATE

Shri. Mahesh Sapariya Shir Mana Shikhar, Gr. Floor, 13th Road, Behind Khar Telephone Exchange, Khar(W), Mumbai-52

With reference to your application No. CHE/WS/1530/H/337(NEW)/FCC/1/Amend Dated. 04 Feb 2019 With received to Jose Application No. CHE/WS/1530/H/337(NEW)/FCC/1/Amend Dated. 04 Feb 2019 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra and Town Planning Act, 1966, to carry out development and building act. por Development 1 of the Management 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 Municipal Corporation Adding permission under Section 346 no Regional and Town I learning 7.6, 10.6, to carry out development and building permission under Section 346 no 337 (New) dated **04 Feb 2019** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. -- C.T.S. No. E/693 Division / Village / Town Planning Scheme No.

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
- 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 val
- 4. This permission does not entitle you to develop land which does not vest not you
- 5. This Commencement Certificate is renewable every year but such extended period small be in exceed three years provided further that such lapse shall not bar any subsequent application for 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 Municipal
 - The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
- 7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Asst. Engineer BP -H Ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 11/5/2022

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पुसाबा १० ६६९	33/ey
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Valid Upto:

11 May 2022

Issue On: 12 May 2021

CHE/WS/1530/H/337(NEW)/CC/1/New

Application Number:

Remark:

C. C. up to top of stilt floor slab level (i.e. height up to 5.55m AGL) and pit below ground level as per approved. plan dated 29.10.2020.

1] The Deep / Major excavation shall not be carried out during monsoon. Note:

1] The Deep / Major excavation shall not be carried out during monacon.

2] That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying of the michans and accident.

the work to avoid the misnaps and accident.

3] To carry out the work strictly under the supervision of Structural Engineer and L.S/Architect.

4) Approval is given on the basis of documents submitted by L.S./Architect. 4) Approval is given on the basis of documents submitted by 5) To follow all the guidelines of central Gov. / State Gov. / Local planning authority in respect to covid-19

pandemic.

Approved By Exe Engineer (BP) H Ward **Executive Engineer**

Issue On: 01 Dec 2021

Valid Upto:

30 Nov 2022

Application Number:

CHE/WS/1530/H/337(NEW)/FCC/1/New

Remark:

Re-endorsement of earlier C.C. and Further CC up to top of 10th floor (i.e. 34.35 M AGL) as per approved pla dated 03.11.2021.

Note:

1] That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying a work to avoid the mishaps and accident.

2] To carry out the work strictly under the supervision of Structural Engineer and L.S/Architect.

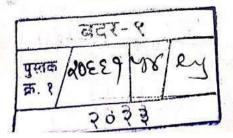
3) Approval is given on the basis of documents submitted by L.S./Architect.

4) To follow all the guidelines of central Gov. / State Gov. / Local planning authority in respect to covid-19 pandemic.

C/1/Amend

Approved By Shri.Sanjiv Pandhare AE(B.P) H

Page 2 of 4 On 08-Jun-2023



Issue On: 06 Mar 2023

Valid Upto:

Assistant Engineer (BP)

Application Number:

05 Mar 2024

CHE/WS/1530/H/337(NEW)/FCC/1/Amend Remark:

Further C.C. up to top of 11th Floor level i.e. height up to 40.75 mts AGL, as per approved plan dated 03.11.2021.

That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying 1] out the work to avoid the mishaps and accident. To carry out the work strictly under the supervision of Structural Engineer and L.S/Architect.

Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without

prejudice to legal matters pending in court of law if any...

To follow all the guidelines of central Gov. / State Gov. / Local planning authority in respect to covid-19 pandemic.

> Approved By Asst. Engineer BP -H Ward Assistant Engineer (BP)

Issue On: 08 Jun 2023

Valid Upto:

11 May 2024

Application Number:

CHE/WS/1530/H/337(NEW)/FCC/1/Amend

Remark:

Further C.C. up to top of 12th floor level (i.e. height up to 43.95 mt. AGL) + (LMR + OHT) i.e. total height 47.95mt. AGL as per approved plan dated 03.11.2021.

Note :-

1] That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident.

2] To carry out the work strictly under the supervision of Structural Engineer and L.S/Architect.

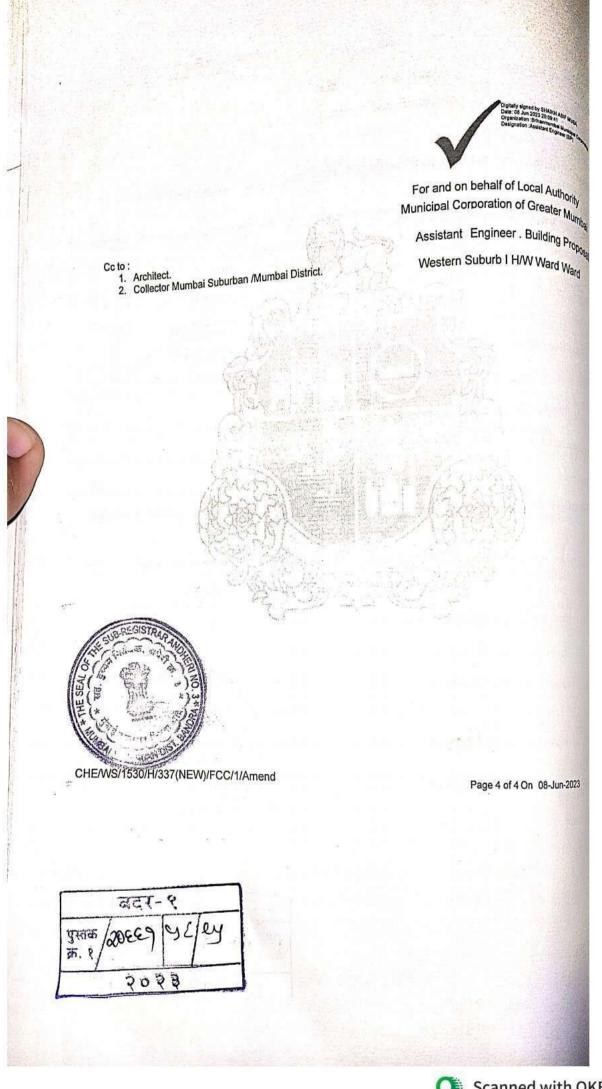
3] Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without prejudice to legal matters pending in court of law if any.

CHE/WS/1530/H/337(NEW)/FCC/1/Amend









दुव्यम निबंधक : सह दू.नि. अंधेरी 7 दात कागांक : 11701/2021

नांदंजी -Regn 63m

गावाचे नाव : बांद्रा सप्तीमेडी अंग्रीमेट

(1)विलेखाचा प्रकार 90234000

वाजारभाव(भाडेपटटपाच्या यावतितपटटाकार (3) बाजारमान का पटटेदार ते नमुद करावे) अलारणी देती वी पटटेदार ते नमुद करावे) ्रा (4) भू-गापन, पोटहिस्सा व घरक्रगांक(असत्यास)

(5) क्षेत्रफळ (6) आकारणी किया जुडी देण्यात असेल तेव्हा, (ग) दस्तपेवज करून देणा-या/तिहूम ठेवणा-या (ग) दस्तपेवज करून देणा-या/तिहूम ठेवणा-या प्रकाराचे मात्र किया दिवाणी न्यायालयाचा प्रकाराचे किया भागेण भागानायालयाचा वक्षकाराम किवा आदेश असत्यास,प्रतिवादिचे नाव हुकुमनामा किवा आदेश असत्यास,प्रतिवादिचे नाव ह पता.



1) पालिकेचे नाव:Mumbal Ma.na.ba, इतर वर्णन ;, इतर माहिती: जमीन व बंधकाम - चंदकिरण बिल्डिंग,चंदकिरण को ऑप हो सोसा लि.लॅण्ड नं 217,11वा रोड,सबर्धन स्त्रीम नं 7,सिटीएस नं ई/693,सबर्बन स्त्रीम नं 7,खार पश्चिम मुंबई 400052-- क्षेत्र 495 ची मी.-- मुळ दस्त के बदर4/8285/2014 वे पूरवणी दस्त((C.T.S.

नाव:-चंद्रिकिरण को ऑप हो सोसा ित तर्फे चेअरमन भगवती मदानी - वप:-85; पता:-प्लॉट ने: 217, माळा ने: पिन कोठ:-400052 पॅन ने:-BGDPMRQ47A

पन कार्ड:-400052 पॅन नं:-BGDPM8947A
2): नाव:-चंद्रकिरण को ऑप हो सोसा ति तर्फ सेक्रेटरी कमला भोजाणी तर्फ मुखत्यार चेतन भोजानी - वय:-44;
पत्ता:-पतेंट नं: 217, माळा नं: - इमारतीचे नाव: चंद्रकिरण को ऑप हो सोसा ति, ब्लॉक नं: खार पिष्टम मुंबई, रोड नं:
11या रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400052 पॅन नं:-AAAPB9307P
ताव:-चंद्रकिरण को ऑप हो सोसा ति तर्फ ट्रेंडरर सरस्वती श्रीनवासन - वय:-75; पत्ता:-प्लॉट नं: 217, माळा चिन कोड:-400052 पॅन नं:चेंद्रकिरण को ऑप हो सोसा ति, ब्लॉक नं: खार पांध्रम मुंबई, रोड नं: 11या रोड, महाराष्ट्र, मुन्बई,
4): नाव:-चंद्रकिरण को ऑप हो सोसा ति वर्षक प्रेवर गाणीं आनंट - मान्यता टेजार वय:-53; पता:-प्लॉट नं: -सदिनेका

ाधन कार्डः-400052 पॅन नं:-4): नावः-चंद्रकिरण को ऑप हो सोसा ति तर्फ मेंबर गार्गा आनंद - मान्यता टेगार वयः-53; पताः-प्लॉट नं: -सदिका क 1, माळा नं: -, इमारतीचे नावः चंद्रकिरण को ऑप हो सोसा ति, ब्लॉक नं: खार पिंडम मुंबई, रोड नं: 11वा रोड, महाराष्ट्र, मुन्बई, पिन कोड:-400052 पॅन नं:-AAQPA4320H 5): नावः-चंद्रकिरण को ऑप श्रे योग्य वि वार्ष जेन्द्र चेंद्र ची योग्य व अध्ययन टेगार छथः-52: पताः-धाँट नं:

5): नाव:-चंद्रकिरण को ऑप हो सोसा ति तर्फ मेंबर सुरेंद्र बी लोबा - भान्यता देणार वय:-52; पता:-प्लॉट नं: रोड, महाराष्ट्र, मुखर्ह. पिन कोड:-40052 पैन नं:-AAAPL7128C सर्वाक नं: खार पिक्षम मुंबई, रोड नं: 11वा 6): माव:-चंद्रकिरण को ऑप हो सोसा ति तर्फ मेंबर सरस्वती भीनवासन - भान्यता देणार वय:-75; पता:-प्लॉट नं: रोड, महाराष्ट्र, मुखर्ड, पिन कोड:-40052 पैन नं:- को औप हो सोसा, ब्लॉक नं: खार पिक्षम मुंबई, रोड नं: 11वा 7]: नाव:-चंद्रकिरण को ऑप हो सोसा ति तर्फ मेंबर आर श्रीनिवासन - भान्यता देणार वय:-75; पता:-प्लॉट नं: रोड, महाराष्ट्र, मुखर्ड, पिन कोड:-40052 पैन नं:- सदिनिका क 4, माळा नं:-, इमारतीचे नाव: चंद्रकिरण को ऑप हो सोसा ति , ब्लॉक नं: खार पिक्षम मुंबई, रोड नं: 11वा रोड, महाराष्ट्र, मुख्रुं पिन कोड:-400052 पैन नं:- सदिनिका कि 4, माळा नं:-, इमारतीचे नाव: चंद्रकिरण को ऑप हो सोसा ति , ब्लॉक नं: खार पिक्षम मुंबई, रोड नं: 11वा रोड, महाराष्ट्र, मुख्रुं पिन कोड:-400052 पैन नं:- स्वाक्षम ति , ब्लॉक नं: खार पिक्षम मुंबई, रोड नं: 11वा रोड, महाराष्ट्र, मुख्रुं हो सोसा ति तर्क में सव सरस्वती शीनवासन - मान्यता देणार वय:-75; पत्ता:-प्लॉट नं: सदिनिका क 4, माळा नं:-, इमारतीचे नाव: चंद्रकिरण को ऑप हो सोसा ति, ब्लॉक नं: खार पिक्षम मुंबई, रोड नं: 11वा रोड, महाराष्ट्र, मुख्रुं, पिन कोड:-400052 प्रेन नं:-

पराचित के ने, आका ना ने, क्षारात्रय नावा भ्रद्राकरण का जाप हा जापा ए, क्षाय ने रोड, महाराष्ट्र, मुम्बई, पिन कोड:-400052 पैन नं:-9): नाव:-चंद्राकरण को ऑप हो सोराा ति गर्फ मेंबर चंद्रा जपकिशन हस्सीजा - मान्यता देणार वय:-76; पता:-प्लॉट नं: सदनिका द्वार्ट, माळा नं: -, इमारतीय नाव: चंद्रिकरण को ऑप हो सोसा ति , ब्लॉक नं: खार पिंधम मुंबई, रोड नं: 11वा रोड, महाराष्ट्र, मुम्बई, पिन कोड:-400052 पैन नं:-AAAPH1589B

10): नाव:-चंद्रकिरण को ऑप हो सोसा ति तर्फ मेंबर गिरीया एन परमार - मान्यता देणार वय:-56; पता:-प्ताट ने: सदिनिका क्र 7, माळा नं: -, इमारतीचे नाव: चंद्रकिरण को ऑप हो सोसा ति, ब्लॉक नं: खार पश्चिम मुंबई, रोड नं: 11वा रोड, महाराष्ट्र, भुमबई, पिन कोड:-400052 पॅन नं:-11): नाव:-चंद्रकिरण को ऑप हो सोसा ति तर्फ मेंबर देवचंद बी भोजाणी तर्फ मुखस्यार चेतन भोजाणी - मान्यता

देणार वय:-44; पता:-प्लॉट नं: सदिनिका क्र 9, माळा नं: -, इमारतीच नाव: सुक्रियण की ऑप ही सोसा ति, ब्लॉक नं: खार पश्चिम मुंबई, रोड नं: 11वा राड, , मुम्बई, पिन कोड:-40052 पॅन नं:-AAAPB9306N 12): नाव: चंद्रिकरण को ऑप हो खोसा ति तर्फे मेबर कमला टेवचट भोजाणी तर्फे मुखत्यार चेतन भोजाणी - मान्यता

देगार वय:-44; पता:-प्लॉट न: सदिनका कू.10, मान्य न: दुधानतीच नाव: बद्दिकरण की आप ही सीसा ति, व्लॉक न: खार पश्चिम मुंबई, रोड न: 11वा रोड, महाराष्ट्र, मुखई. पिन कोड:-400052 पॅन ने:-AAAPB9307P 13): नाव:-चंद्रकिरण की ऑप हो सोसा ति तर्फ मेंबर भगवती शिवतात मुंदानी - मान्यता देणार वय:-85; पता:-प्लॉट

नं: सदिनिका क्र 11, माळा नं: -, इमारतीचे नाव: चंद्रकिरण को ऑप हो सोसा ति, ब्लॉक नं: खार पश्चिम मुंबई, रोड नं: 11वा रोड, महाराष्ट्र, मुम्बई, पिन कोड:-400052 पेन नं:-BGDPM8947A 14): नाव:-चंदिकरण को ऑप हो सोसा ति तर्फ मेबर भगवती शिवतात मंदानी - मान्यता देणार वय:-85; पत्ता:-प्तॉट ने: रादिनिका क 12, माळा ने:-, इमारतीये नाव: चंदिकरण को ऑप हो सोसा ति, व्लॉक ने: खार पश्चिम मुंबई, रोड ने: 11वा रोड, महाराष्ट्र, मुम्बई.-भेपन कोड:-400052 पेंन ने:-BGDPM89-7A

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

(9) दस्तऐवज करुन दिल्याचा दिनांक

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(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

1): नाव:-महेरा डेव्हलपर्स ति (आधीचे नाव महेरा डेव्हलपर्स प्रा ति)चे संवालक महेरा रतितात सापरिया - वप:-41; पत्ता:-प्तांट ग: -, माळा नं: -, ध्मारतीचे माव: उमा शिखर, ज्यांच पाठीमागे, खार पश्चिम मुंबई, रोड नं: 13वा रोड, महाराष्ट्र, मुम्बई, पिन कोठ:: 1000\$2 19590H

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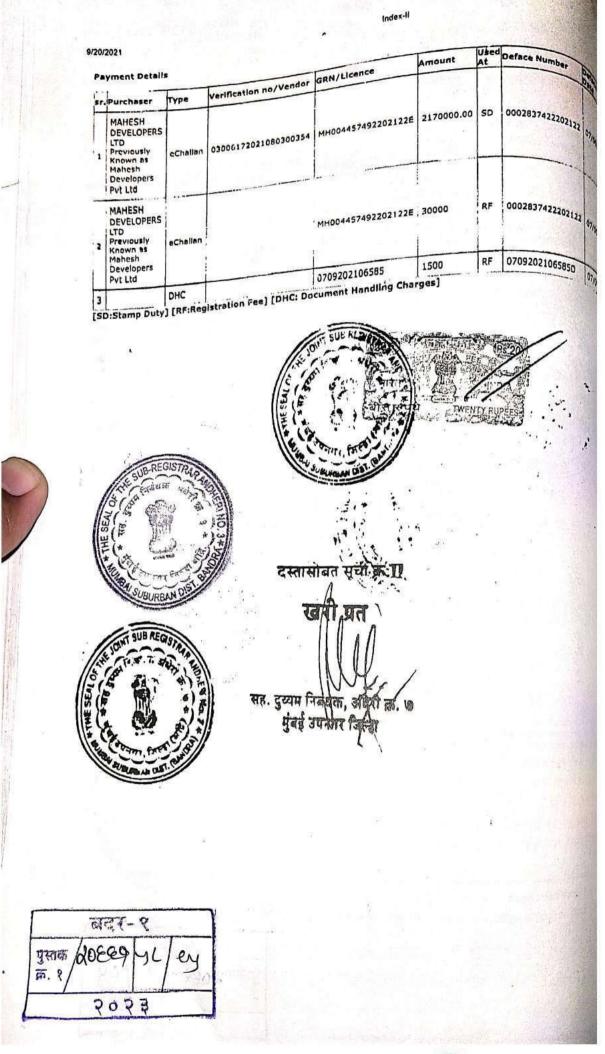
मुद्रांक गुल्क आकारताना निवडसेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

पुस्तक 2023

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mdplgroup@gmail.com Tel: 2600 0038, 2646 2909 Fax: 2648 0102

GST NO. 27AAFCM9590H1ZY

Uma Shikhar, Ground Floor, 13th Road, Behind Khar Tele. Exch., Khar West, Mumbai - 400 052.

Mahesh Developers Ltd.

To, The Members, Chandrakiran HSG. Society Ltd. 11th Road, Khar West, Mumbai 400052

Date: 10.01.2021

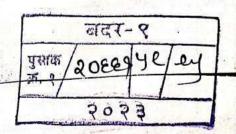
Ref: Redevelopment of the Society Building Sub: Revised Offer

Dear Members,

With reference to the meeting dated 20th December,2020 held at our office with the members of the society, we submit our final offer as against the term as agreed between us wide Development Agreement dated 09.12.2014.

We have requested society to reconsider following.

- 1. We agreed to give additional area of 35% instead 42% as agreed before Development Agreement
- We will not claim the rent paid for Wyear from the 2. members of the society, we will issue fresh cheques for new period from now onwards from the date of issue of fresh IOD from MCGM as per DCPR 2034.
- We will pay balance 75% corpus amount after months of plinth completion, PDC will be given on 3. handing over possessions of the society plot for redevelopment after issue of fresh IOD from MCGM as per DCPR 2034.



4. We will pay rent at the same rate as agreed but for the period of 6 months at the time of handing over period of 6 months at the time of handing over period of 6 months at 2 PDC's that possession along with 6 months at 2 PDC, further becomes entire period of 18 months' rent PDC, further becomes entire period of 18 months' rent PDC before a month will if project takes more time the PDC before a month will be issued, (all the rent cheques PDC will be issued be issued, (all the rent cheques PDC matter issue of fresh IOD) from MCGM as per DCPR after issue of fresh IOD from MCGM as per DCPR 2034).

4. We are trying to provide bank Guarantee as agreed by Development Agreement but in any case if it is not possible to get BG instead of Bank Guarantee we will keep one flat from our sales component as security with society till completion of RCC work.

We would not like to make any other change in any of the terms with the society.

Thanking you

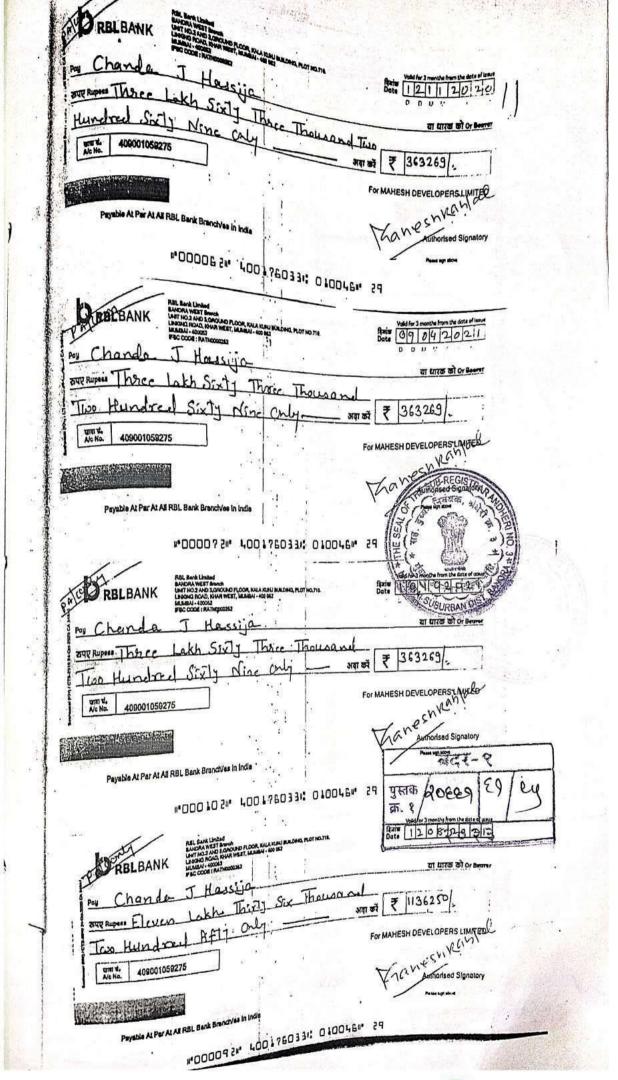
Yours Truly

Mahesh Developers Ltd

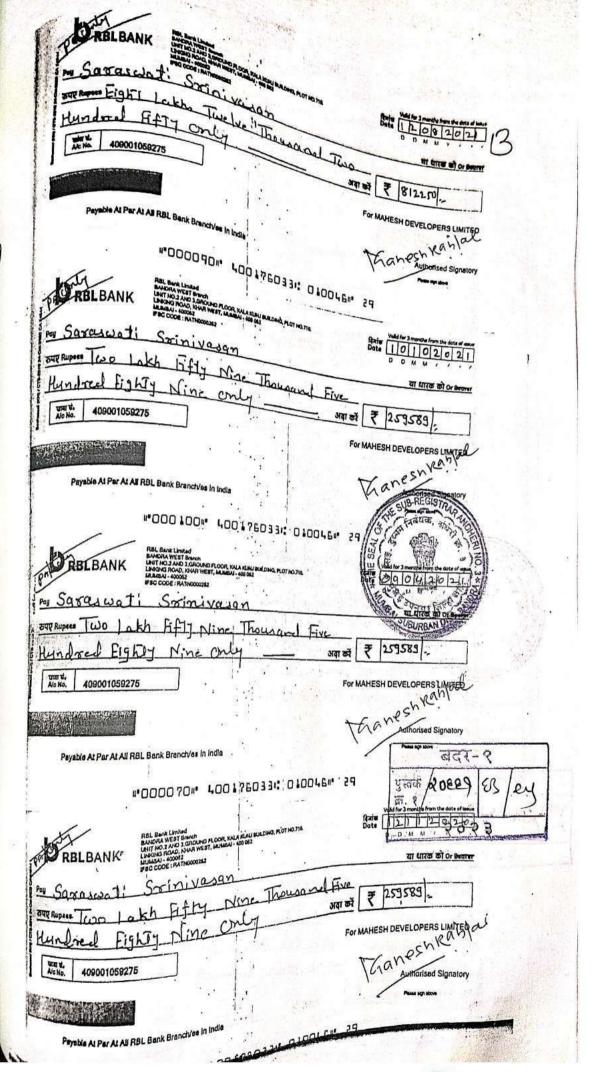
Director

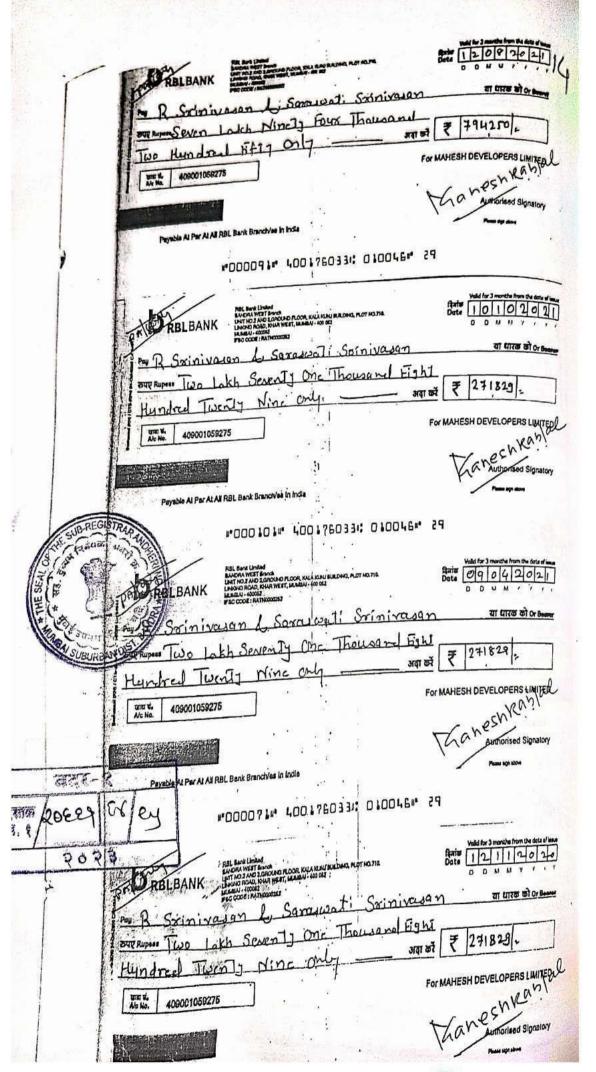


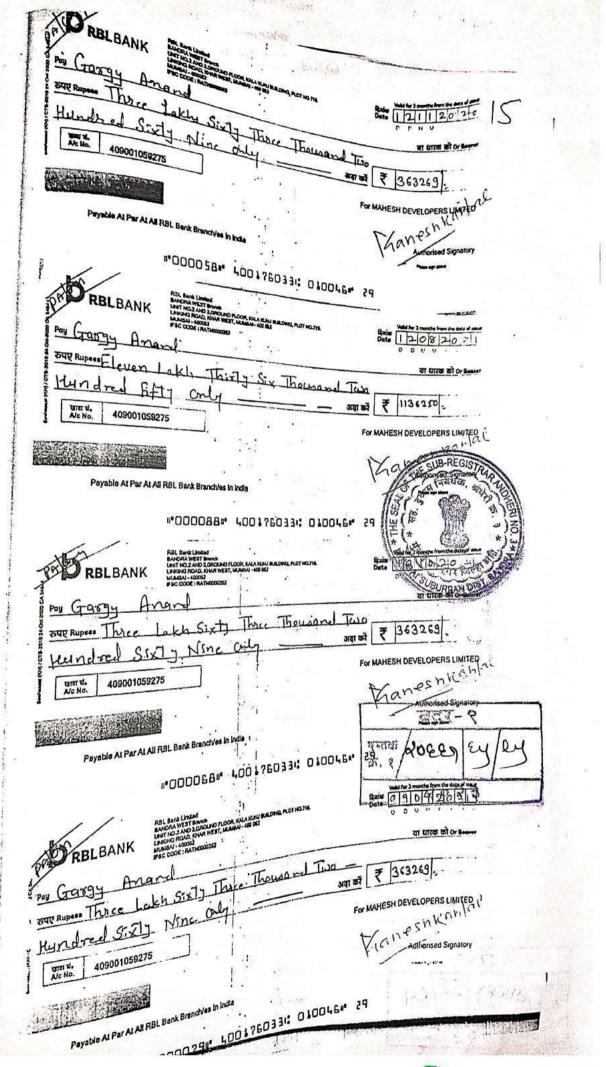
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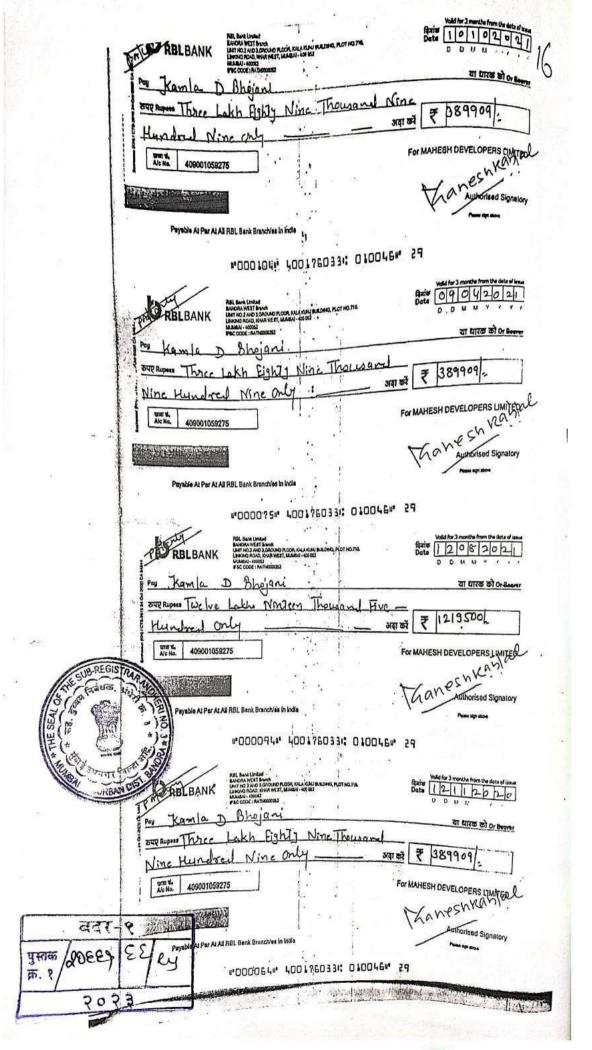


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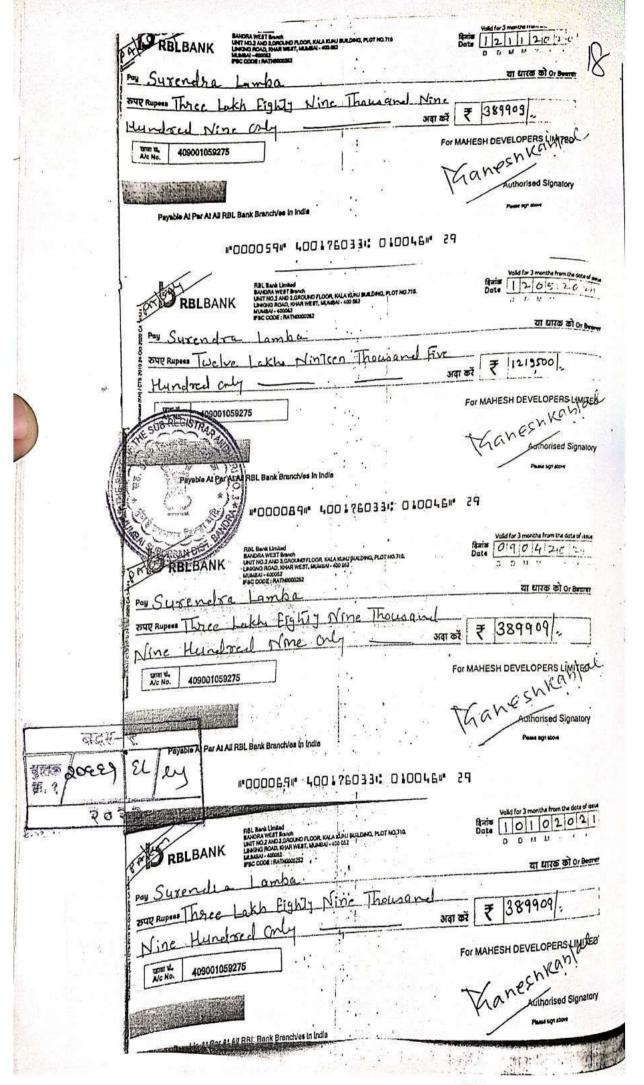




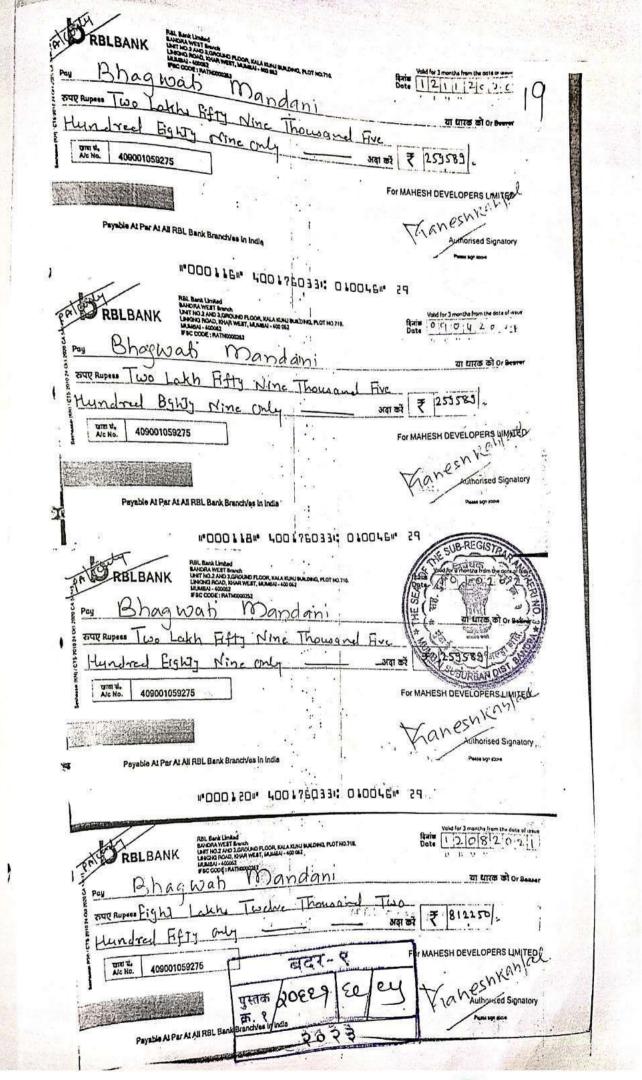




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KIRTI NAGDA & ASSOCIATES (ADVOCATES & NOTARY) 91 98672 45256 2610 1747 / 48 / 55 KHH K. Nagda B.com.ILM Smit K. Nagda B.sc.(II).LLB Ami A. Shah M.c Subhangi S. Chaudhari B.com.LLB Rajesh Nair B.cor Bhavin M. Chheda B.com.LLB Rasika R. Anerac Priya N. Gala S.com.LLS Date.:

FORMAT - A (Circular No.28/2021)

To MahaRERA HousefinBhavan, Near Reserve Bank of India, "E" Block, BandraKurla Complex, Bandra (East), Mumbai - 400 051

LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to all that piece of parcel of land admeasuring an area of 592 square yards, equivalent to 495 square meters i.e. 5328 square feet and bearing Plot No. 217 of the Suburban Scheme No. VII and registered in the books of the Collector of Land Revenue under City Survey-No. E/693 and lying, being and situated at Khar, Village - Bandra "E" Ward, Taluka - Andheri, in the Registration Sub-District of Bandra, District Mumbai Suburban situated at 217, 11th Road, Khar (West), Mumbai - 400 052 (Hereinafter referred to as "the said Property").

We have investigated the title of the above property belonging to 1. Chandrakiran Co-operative Housing Society Ltd. a co-operative Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No.BOM/HSG/751 of 1964 having its registered office address at Plot No. 217, 11th Road, Khar (West), Mumbai 400 052 (Hereinafter referred to as "the said Society") on request of MAHESH DEVELOPERS LTD. (previously Known as MAHESH

DEVELOPERS PVT. LTD), a company, incorporated under the 20669 **पुस्तक** 西. ? 909



Date: 21/06/2021

Companies Act, 1956 and having its registered office at Uma Shikhar, Ground Floor, 13th Road, Behind Khar Telephone Exchange, Khar (West), Mumbai 400 052, (Hereinafter referred to as "the said Developers").

admeasuring an area of 592 square yards, equivalent to 495 square meters i.e. 5328 square feet and bearing Plot No. 217 of the Suburban Scheme No. VII and registered in the books of the Collector of Land Revenue under City Survey-No. E/693 and lying, being and situated at Khar, Village – Bandra "E" Ward, Taluka – Andheri, in the Registration Sub-District of Bandra, District Mumbai Suburban situated at 217, 11th Road, Khar (West), Mumbai – 400 052

2) The documents of allotment of the property

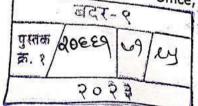
i. Indenture dated 15th February, 1965

Development Agreement Dt.09/12/2014

Irrevocable General Power of Attorney Dt.09/12/2014

iv. Deed of Reconveyance Dt.21/04/2001

Property Card of property bearing C.T.S. No. E/693 of Village Bandra "E" Ward, Taluka - Andheri, Issued by City Survey Office, Bandra, Mutation Entry Dt.26/06/1967



SSOCIATED SOCIAL SOCIAL

- Search Report for 52 years (1962-2014) from search clerk 4) S.D.JADHAV, as per Search Report Dt.29/12/2014
- Search Report for 60 years (1962-2021) from search clerk 5) MANOJ V KUNDE, as per Search Report Dt.20/05/2021
- Title Certificate Dt.08/01/2015 issued by us 6)
- Public notice in two newspapers namely Times of India in 7) English and Nav Shakti in Marathi on 19/05/2021
- Certificate of Incorporation Dt.11/12/2017 consequent upon 8) conversion from private company to Public Company.
- Consent Terms Dt.18/12/2017 filed in S.C. Suit No. 2206 of 9) 2013 in the matter of Bombay Isle Developers Pvt, Ltd. v/s. Chandrakiran CHS Ltd and Ors before Bombay City Civil Court,
- Consent Terms Dt.16/02/2021 filed in Commercial Arbitration 10) Petition (L) No.415 of 2021 in the matter of Chandrakiran CHS Ltd v/s. Mahesh Developers Ltd. before Bombay High Court
- Order Dt.16/02/2021 passed by HHJ G.S.Patel in Commercial 11) Arbitration Petition (L) No.415 of 2021 in the matter of Chandrakiran CHS Ltd v/s. Mahesh Developers (1) Bombay High Court
- On perusal of the above mentioned documents and all other relevant 2. documents relating to the said property we are of the opinion that the title of MAHESH DEVELOPERS I.TD. (previously Known as MAHESH DEVELOPERS PVT. LTD relating to development of the said property,is clear, marketable subject to the following encumbrances.



(1) Owners of the land: CHANDRAKIRAN CO-OPERATIVE HOUSING SOCIETY LTD., a co-operative Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No.BOM/HSG/751 of 1964 having its registered office address at Plot No. 217, 11th Road, Khar (West), Mumbai 400 052 for Property bearing CTS No.E/693, of Village – Bandra "E" Ward, Taluka - Andheri, District - Mumbai Suburban

(2) Qualifying comments/remarks if any:

It appears that, under Indenture dated 15th February, (a) 1965 executed by and between Govindrao Anandrao Kulkarni & Shankar Shantaram Gupte (therein referred to as the Vendors) and Miss Leela Pradhan & others, (therein referred to as the First Confirming Party) and Dipchand Gandhi, (therein referred to as the Second Confirming Party) and Manoherlal R. Chugh, the chief promoter of Chandrakiran Co-operative Housing Society Limited, (therein referred to as the Third Confirming Party) and Chandrakiran Co-operative Housing Society Limited therein referred to as Purchasers), the Vendors therein with the consent and confirmation of the First, Second and Third Confirming Parties, transferred, conveyed and assured unto the Purchaser therein and the Purchaser therein purchased and acquired from the Vendors therein; all that piece or parcel of land or ground with messuages, tenement or dwelling house standing thereon situate lying and being at Khar, Village - Danda in the Registration Sub-District of Bandra, District Bombay Suburban containing by admeasuring 592 square yards or thereabouts and bearing Plot No. 217 of the



वदर-९ पुसक २०६६२ ७३/०५ इ.१



Suburban Scheme No. VII and registered in the books of the Collector of Land Revenue under City Survey-No. E/693 (hereinafter referred to as the "said Plot"). The said Indenture dated 15th February, 1965 was lodged for registration with Sub-Registrar of Bombay on 18/04/1965 under Sr. No. BOM/R/1080/1965 and the same was indexed and registered on 01/07/1965.

- (b) It appears that, in the premises aforesaid the Society became the owner of the said Plot.
- (c) It appears that, the said society thereafter constructed a building on the said plot known as "Chandrakiran" consisting of ground floor plus two floors
- (d) It appears that, pursuant to the construction of the Existing Building, the Society had allotted 12 (twelve) flats in the Existing Building to its 12 (twelve) members and the society had allotted shares to the Members having a paid up share capital of Rs.19,200 /- (Rupees Nineteen Thousand only) comprising of 684 full paid up shares of face value of Rs.50/= each.
- (e) It appears that, under the circumstances aforesaid the said society became owner of and also seed and possessed off and otherwise well and sufficiently entitle to all that piece and parcel of land or ground bearing Land No. 217 of the Suburban Scheme No.VII and registered in the books of the Collector of Land Revenue under City Survey No.E/693, admeasuring 592 sq. yds. Equivalent to 495 sq.mtrs and 5328 sq.ft.) of village Bandra "E" Ward, Taluka Andheri, District Mumbai suburban

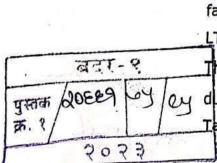
alongwith the building structure standing thereon and known as "Chandrakiran" consisting of ground plus Two stories having 12 Flats lying, being and situate at 217, 11th Road, Khar (West), Mumbai – 400 052 and the name of the society is also recorded on the property card of the said property as "the Holder" of the said Property.

It appears that, under Development Rights Agreement (f) Dt.09/12/2014 executed by and between CHANDRAKIRAN CO-OPERATIVE HOUSING SOCIETY LTD. therein referred to as 'the Society', and MAHESH DEVELOPERS PVT. LTD. a Company registered under the Indian Companies Act, 1956, having its administrative office address at Uma Shikhar, Ground Floor, 13th Road, Behind Khar Telephone Exchange, Khar (West), Mumbai - 400 052 therein referred to as "the Developer", the Developer has acquired development rights with respect to the captioned property for the consideration and on the terms and conditions more particularly mentioned in Development Rights Agreement Dt.09/12/2014. The said Development Rights Agreement is duly registered with Sub-Registrar of Assurance, Andheri Taluka, on 09/12/2014 under Sr. No. BDR-4-8285-2014.

It appears that, pursuant to the said Development Rights Agreement Dt.09/12/2014, the said Society has also executed a Irrevocable General Power of Attorney in favour of the said Developer MAHESH DEVELOPERS PVT.

LTD. with respect to Development of the said Property.

The said Irrevocable General Power of Attorney is also duly registered with Sub-Registrar of Assurance, Andheri Taluka on 09/12/2014 under Sr. No. BDR-4-8286-2014.



(g)

6

- DEVELOPERS PVT. LTD converted itself into limited LTD. and obtained Fresh Certificate of Incorporation company to Public Company.

 It appears that, pursuant thereto the said MAHESH DEVELOPERS PVT. LTD converted itself into limited into limited LTD. and obtained Fresh Certificate of Incorporation company to Public Company.
- between the Society and the Developers as regards unpaid hardship compensation, shifting charges etc..., which led to filing of Arbitration Petition by the Society against the Developers before Bombay High Court being Commercial Arbitration Petition (L) No.415 of 2021. It is further observed that in the said Arbitration Petition, Consent Terms Dt.16/02/2021 were filed by the Society and Developer and ultimately the said Commercial Arbitration Petition (L) No.415 of 2021 was disposed of by the Hon'ble Bombay High Court vide its Order Dt.16/02/2021 passed by HHJ G.S.Patel
- Times of India in English and Nav Shakti in Maratheon 19/05/2021 inviting objection from any person having any share, right, title and interest in the said Paperty and to be submitted to us within 7 days from the date of publication of the said Public Notice. In response to the said Public Notice we have not received any objection from any one till the date of issue of this Certificate.
- (k) We refer to and rely upon the search carried out by S.D.JADHAV and as per his search report Dt.29/12/2014

it was pointed out that society had mortgaged the aforesald plot of land to the Maharashtra Co-operative Housing Finance Society Ltd. For Rs.12,50,000/- which mortgage deed is duly registered with Sub-Registrar of under Sr. 08/09/1966 on No. Assurance however observed that, Is BOM/4/3290/1968. It thereafter under Deed of Reconveyance Dt.21/04/2001 executed by and between Maharashtra State Co-operative Housing Finance Corporation Limited (formerly known as Maharashtra Co-operative Housing Finance Society Ltd.) as the Mortgagees and the said Chandrakiran Cooperative Housing Society Ltd. as the Mortgagors, the Mortgagees therein reconveyed and released unto the mortgagors therein the said plot of land on the terms and conditions stated therein. The said Deed of Reconveyance Dt.21/04/2001 was lodged for registration with Sub-Registrar, Mumbai on 21/04/2001 under Sr. No. BBJ-3552-2001 and the same was indexed and registered on 24/04/2001



It is also pointed out in the said search report Dt.29/12/2014 that one Bombay Isle Developers Pvt. Ltd. Through its director Amit Narang had filed S. C. Suit bearing No.2206/2013 in Bombay City Civil Court at Bombay, Borivali Division, Dindoshi Goregaon. The plaintiff had lodged necessary Lis Pendence Notice for registration with Sub-Registrar of Assurance, Andheri-1 under Sr. No. 8336/2013 on 08/06/2013. It is however observed that in the said matter Consent Terms Dt.18/12/2017 were filed by and between the said Bombay Isle Developers Pvt. Ltd, the Society and the said

पुसाक /20829 ७७/ey इ. १ २०२३

Vila Parie (E) S Will Mombal - 57, S MAHESH DEVELOPERS LTD. (previously Known as MAHESH DEVELOPERS PVT. LTD and in terms of the said consent terms the said Sult was disposed off accordingly on 11/04/2019. Save and except whatever stated above no other charge or encumbrance is found on the said property.

- (m) We also refer upon the search carried out by MANOJ V KUNDE and as per his search report Dt.20/05/2021 no such charge or encumbrance is found on the said property.
- (n) We also refer and rely upon our earlier Title Certificate
 Dt.08/01/2015 issued in favour of the said MAHESH
 DEVELOPERS LTD. (previously Known BEGISMANESH
 DEVELOPERS PVT. LTD.
- (o) In the circumstances, we hereby certify that, in dur opinion, subject to whatever stated above, the prima facile title of MAHESH DEVELOPERS LTD. (previously known as MAHESH DEVELOPERS PVT. LTD to develop the said Property more particularly stated in Schedule hereunder written as disclosed by the relevant documents, is marketable, free from all encumbrances and charges and that the said MAHESH DEVELOPERS LTD. (previously Known as MAHESH DEVELOPERS PVT. LTD. is entitle to develop the said property. This Title Certificate has been issued on the strict understanding and agreement that the same is for the limited purpose of prima facile certification of title for the development of the said Property and for no other purpose, it being clearly agreed and understood that the certification for any other purpose shall be

issued after due investigation of title, as such advocate may deem fit.

- (p) Further it being clearly agreed and understood that this Title Certificate is issued on perusal of the photocopies of documents and averments made in Agreements, Papers and Documents referred above and that no original documents are produced before us and we have relied upon the photocopies of documents produced before us
- 3. The report reflecting the flow of the title of the property for which Development rights is granted to MAHESH DEVELOPERS LTD. (previously Known as MAHESH DEVELOPERS PVT. LTD is enclosed herewith as Annexure "1"

Encl.: Annexures

1,11

Date: 21/06/2021





FLOW OF THE TITLE OF

Sr.	Particulars	Part	iculars THE SAID LAND				
No.							
1	P.R.Card	Property Card of property bearing C.T.S. No. E/693 of Village -Bandra "E" ward, Taluka - Andheri, issued by City Survey Office, Bandra					
2	Mutation	Muta	ation Entry Dt.26/06/1967				
3	Search	Sea	rch Report for 52				
	Report	Search Report for 52 years (1962-2014) from sea clerk S.D.JADHAV, as per Search Report Dt.29/12/20					
		Sea	rch Report for 60 years (1962-2021) from search K MANOJ V KUNDE, as per Search Report 20/05/2021				
4	Any other	l.	Indenture dated 15th February 1965				
	relevant	ii. iii.	Development Agreement Dt 09/12/2014 Irrevocable General Power of Attorney				
	title		Dt.09/12/2014 Deed of Reconveyance Dt.21/04/2001				
		iv.	Title Certificate Dt.08/01/2015				
		vi.	Certificate of Incorporation Dt.11/12/2017				
		vii.	consequent upon conversion from private company to Public Company. Public notice in two newspapers namely Times of India in English and Nav Shakti in Marathi on 19/05/2021 Consent Terms Dt.18/12/2017 executed in S.C.				
		riii.	Consent Terms				

11



		Suit No. 2206 of 2013 filed in the matter of Bombay Isle Developers Pvt. Lts v/s. Chandrakiran CHS Ltd and Ors before Bombay City Civil Court, Dindoshi Branch ix. Consent Terms Dt.16/02/2021 filed in Commercial Arbitration Petition (L) No.415 of 2021 in the matter of Chandrakiran CHS Ltd v/s. Mahesh Developers Ltd. before Bombay High Court x. Order Dt.16/02/2021 passed by HHJ G.S.Patel in Commercial Arbitration Petition (L) No.415 of 2021 in the matter of Chandrakiran CHS Ltd v/s. Mahesh Developers Ltd. before Bombay High Court
5	Litigations if any:	N.A.

Yours Truly,

(Advocate)

Date:21/06/2021









ADVOCATE Par Council of Maharashira & Bua HIGH COURT, BOMBAY



Residence Roll No.

: NAGDA KIRTI KARAMSHI ANDHERI, DIEL MUMBAI 1 MAH/1298/1987

Enrolled On Date Of Birth

: 05-10-1987

29910

1 18-08-1963 B0000024798

CHAIRMAN



Satish Keshav Rikhra ADVOCATE & NOTARY

TRUE

301, Chintamani Plaza, Shiv-Vallabh Road, Ashokvan, Dahlsar (East), Mumbai-400 068.

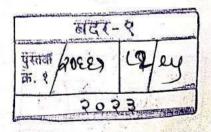
in case of misuse of this identity card, DISCIPLINARY ACTION SHALL BE TAKEN.

IF THE HOLDER OF THIS CARD CRASES TO PRACTICE FOR WHATEVER REASONS OR IF HIS NAME IS Transferred to another state, this card SHOIT,D BE SURRENDERED TO THE BAR COUNCIL.

IF IT IS LOST, THE SAME SHOULD BE REPORTED TO THE BAR COUNCIL IMMEDIATELY:

BAR COUNCIL OF MAHARASHTRA & GOA HIGH COURT EXTENSION, FORT, BOMBAY - 400 032. TEL: 2265 6567, 2267 7508, www.barcouncilmahgoa.org





TS1-1-181

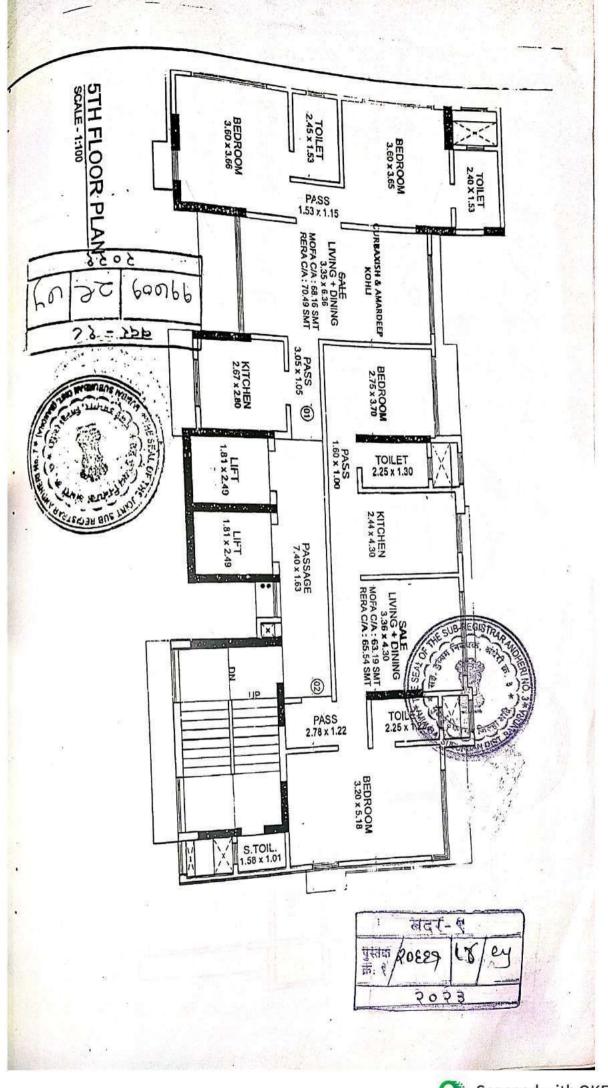
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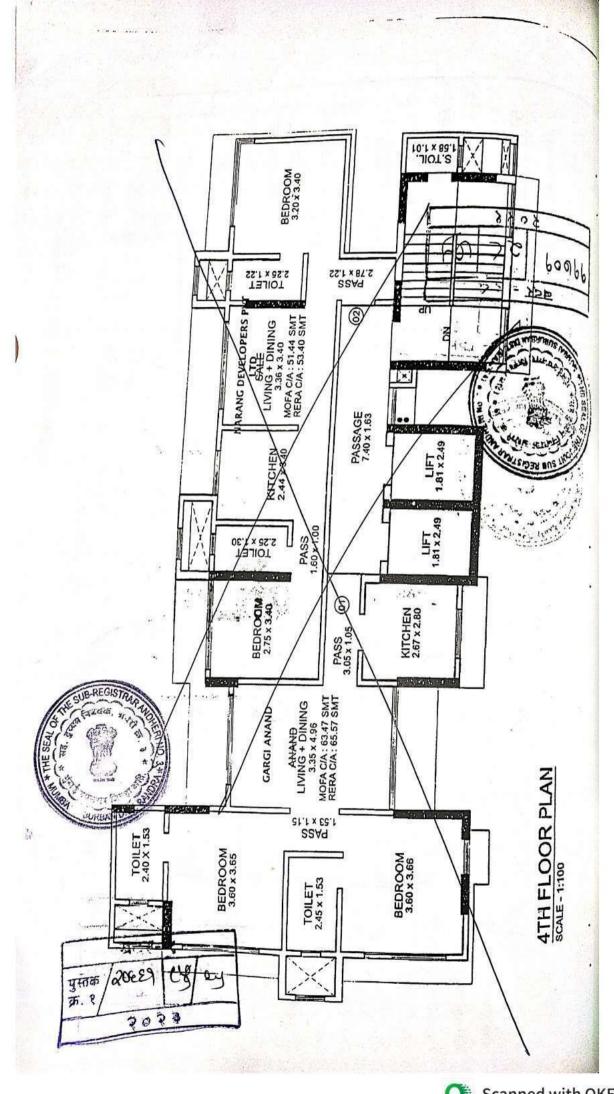
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Shashikumar Gradh

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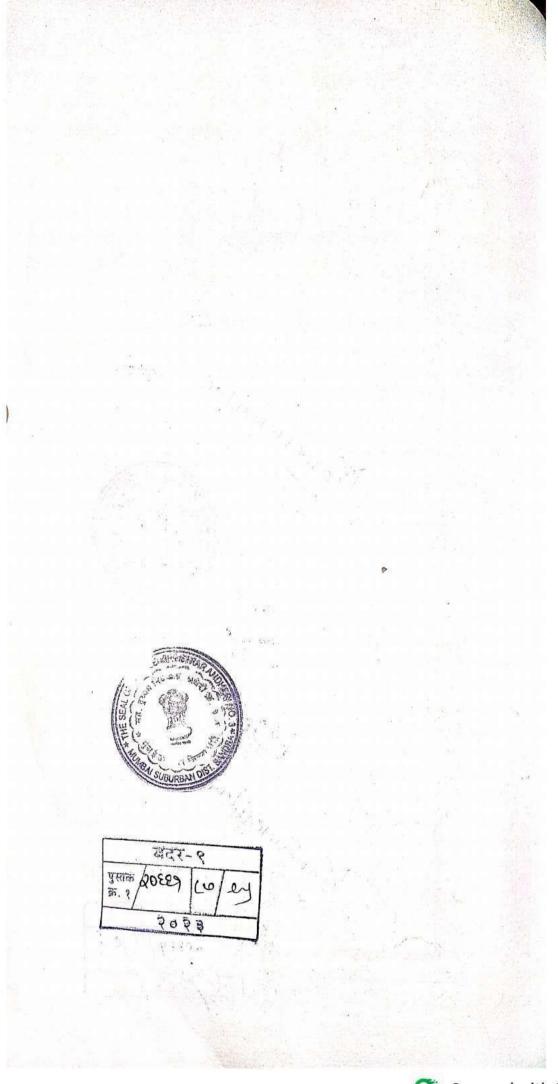


Thankinglad











भारत सरकार Government of India







योगी नरेंद्र तावाई Yogee Narendra Tavade जन्म तारीख / DOB: 07/05/1981 पुरुष / Male

4290 9340 9098

माझे आधार, माझी



भारतीय विशिष्ट ओळख प्राधिकरण Unique Identification Authority of India

पता 3001/ए एस्ट्रेल्ला, वडाळा पूर्व, लोढा एनसीपी, मुंबई, मुंबई सिटी, महाराष्ट्र, 400037

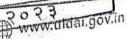
मुंबई सिटी, महाराष्ट्र, 40003 Address: 3001/A Estre Lodha NCP, Mumbai, Maharashtra, 400037 Address: 3001/A Estrella, Wadala East, Lodha NCP, Mumbai, Mumbai City,



bores 4290 9340 9098











भारत सरकार GOVT OF INDIA



नाम/Name

स्थायी लेखा संख्या कार्ड Permanent Account Number Card CAVPT3080L

TAVADE YOGEE N

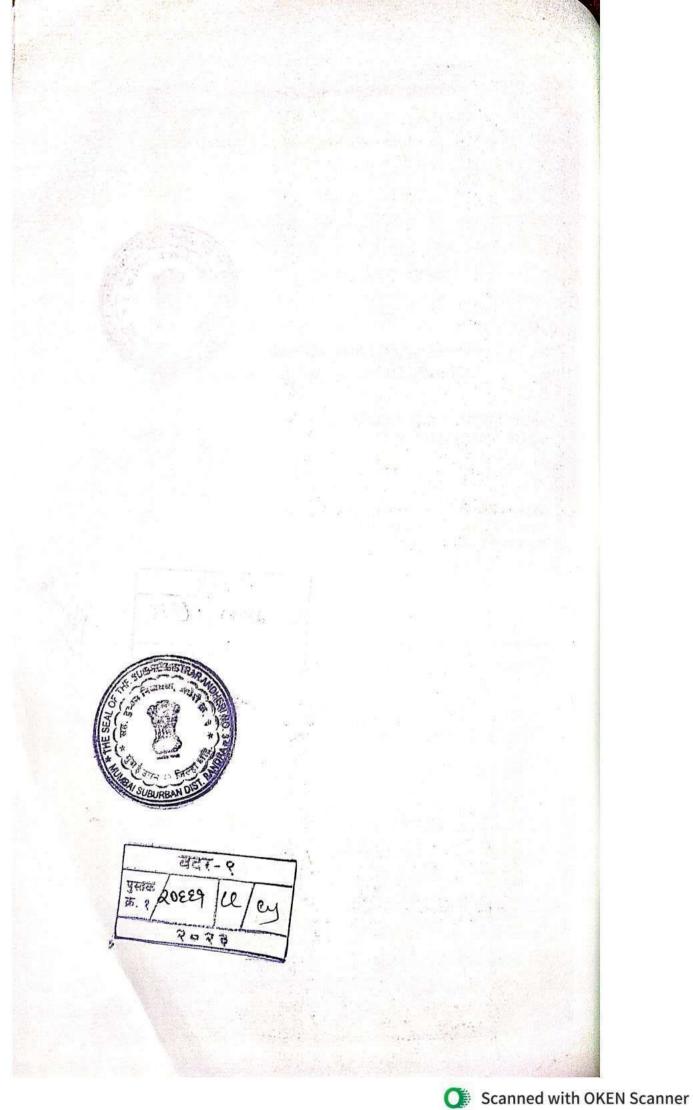
पिता का नास/Father's Name NARENDRA TUKA TAVADE

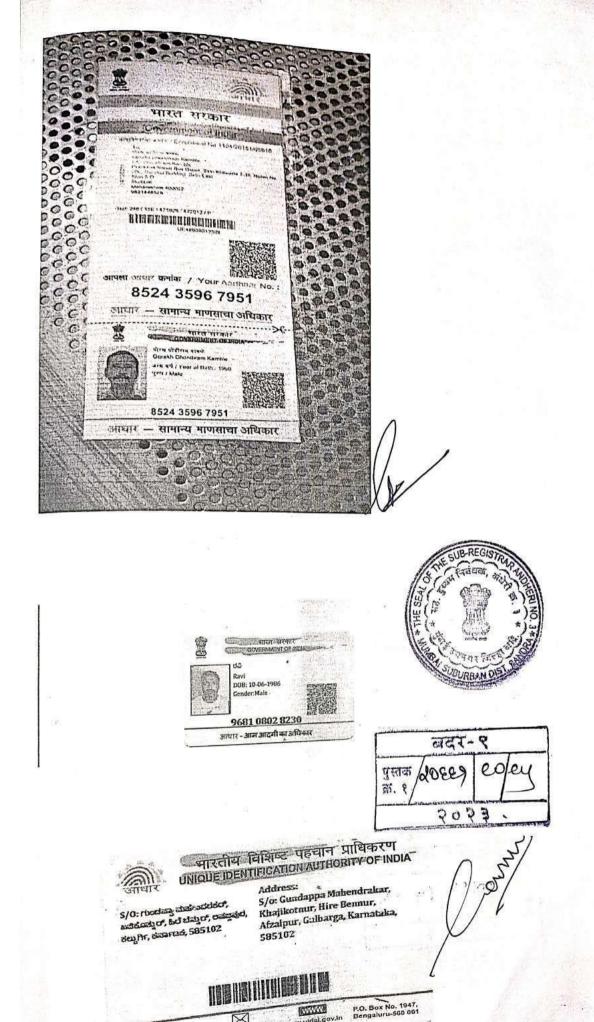
जन्म की तारीख।

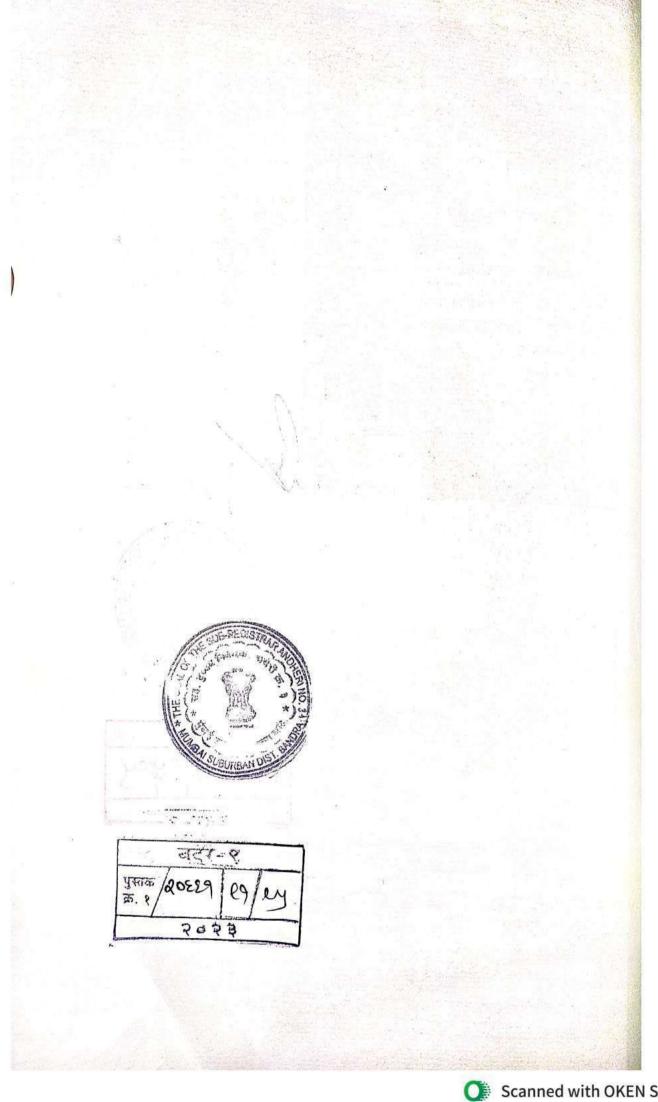
REALEST / Signature



18042021







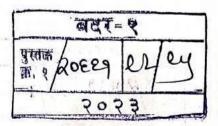
ANNEXURE: G

Shree Ganeshaya Namaha

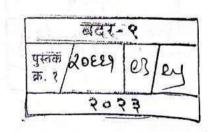
Schedule of Payment

Srno	Particulars	Area of Flat in Sq.ft.	Rate Per Sq.f.t	Amount
	Flat No 502	705	73,759.00	5,20,00,000
1	Booking Amount		10 100	
2	On Plinth Completion		14.00%	72,80,000
3	On 1st to 3rd Slab Completion (Each slab 4 %)		15.00%	78,00,000
4	On 4th to 6th Slab slab Completion (Each Slab 4%)		12.00%	62,40,000
5	On 7th to 9th Slab Completion (Each Slab 4%)		12.00%	62,40,000
6	On 10th to 12th Slab Completion (Each Slab 4%)		12.00%	62,40,000
7	On Completion of Brick Work		12.00%	62,40,000
8			3.00%	15,60,000
No.27	On Completion of Plastering		3.00%	15,60,000
9	On Tiling Completion		3.00%	15,60,000
10	On Painting Completion	1.4	3.00%	15,60,000
11.	On Plumbing Completion		3.00%	15,60,000
12	On Electrical Work Completion		3.00%	15,60,000
	On Occupation Certificate		5.00%	26,00,000
	Total		100.00%	5,20,00,000









378/2000। भंगळवार,26 डिमेंबर 2023 2:06 म.नं.

दस्त गोपवारा भाग-1

वदग9

दस्त क्रमांक: 20661/2023

इस्त क्रमांकः वदर् १/20661/2023

मोबदला: रु. 5,20,00,000/-

बाजार मुल्यः रु. 2,72,21,025/-भुरलेले मुद्रांक शुल्क: रु.31,20,000/-

हु, ति. मह. दु. नि. वदर9 यांचे कार्यालयात

अ. कं. 20661 वर दि.26-12-2023

नेजी 2:04 म.नं. वा. हजर केला.

पावती:22619

पावती दिनांक: 26/12/2023

सादरकरणाराचे नाव: योगी नरेंद्र तावडे

नोंदणी फी

₮. 30000.00

दस्त हाताळणी फी

五, 1900.00

पृष्टांची संख्या: 95

एकुण: 31900.00

णाऱ्याची मही:

ं अधित क

सह दुख्या निजंहक अंधेरी क. ३.

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

शिक्का क्रं. 1 26 / 12 / 2023 02 : 04 : 17 PM ची वेळ: (सादरीकरण)

शिक्का के. 2 26 / 12 / 2023 02 : 04 : 57 PM ची वेळ: (फी)

प्रतिज्ञपत्र

• सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. *दस्तातील संपूर्ण मजकूर, निष्पादक व्यवती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. *दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निव्यादक व कबुलीधारक है संपूर्णपणे जवावदार सहतील.



लिहून घेणारे :

6/23, 2:05 PM			Summary-2						
			दस्त गोपवारा भाग-2			नदर9			
12/2023 2 06:40	PM		la jaldapiliji ir		दस्त क्रमांक:20661/2023				
न्थ्यम्बर्गकः वदर9/206 कर्माकः वदर9/206	61/2023		-		N. N.				
	चे नाव व पत्ता		पक्षकाराचा प्रका						
र्क. 1 नावः महेः पत्ताः प्लॉ शिखर, ं रोड नंः ख पंन नंबरः	श डेव्हलपर्स लि तर्फे संचालक ग् ट नं: ऑफिस न ब्लॉक नं: तेराव बार पच्छिम मुंख :AAFCM959	मिटेड चे जुने नाव महेश डेव्हलपर महेश आर सपरिया इ.जी -1 - माळा तं: - हम्फर २०	Jal	छाय	चित्र टस	प्रमाणित			
पत्ता:प्लॉ नं: लोढा पॅन नंबर:	एनसीपी , रोड :CAVPT308	, माळा नं: -, इमारतीचे नाव: इस: नं: वडाला पूर्व मुंवई , महाराष्ट्र, ग् OL	ेल्ह्न घणार ट्रेला , ब्लॉक वय :-42 रुम्बई. स्वायसी:-						
दस्तऐवज करुन देण क्र.3 ची वेळ:26 /	गार तथाकथीत 12 / 2023 02	करारनामा चा दस्त ऐवज करु ? : 05 : 47 PM	न दिल्याचे कवुल करतात.	1					
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^{1.अधरप्र} गम निबंधक र	प्रध्साक्रा.	7.	10. 	मुंबई उप	नगर ।	जल्हा	Deface		
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सुची क्र.2

द्य्यम निवंधक : मह द्.नि. अंधेरी 3

दस्त क्रमांक : 20661/2023

नोदंणी: Regn:63m

गावाचे नाव: बांद्रा

)विलेखाचा प्रकार

करारनामा

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2)मोबदला

बाजारभाव(भाडेपटटयाच्या

27221024.98

8) वाजार वितितपटटाकार आकारणी देतो की पटटेदार ते भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: फ्लॅट न. 502 कृष्णा दर्श बिल्डिंग, माळा नं: 5 वा मजला, इमारतीचे नाव: चंद्रकिरन को-ऑप हाऊसिंग सोसायटी लिमिटेड, व्लॉक नं: खार दांडा व्हिलेज, रोड : खार पच्छिम मुंबई 400052, इतर माहिती: सोबत 1 कार पार्कीग((C.T.S. Number : E/693 ;))

सपरिया वय:-45; पत्ता:-प्लॉट नं: ऑफिस न. जी -1 , माळा नं: -, इमारतीचे नाव: उमा शिखर , ब्लॉक नं: तेरावा रोड

पाठीमागे खार टेलिफोन च्या पाठीमागे , रोड नं: खार पच्छिम मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400052 पॅन

1): नाव:-योगी नरेंद्र तावडे वय:-42; पत्ता:-प्लॉट नं: 3001/ए , माळा नं: -, इमारतीचे नाव: इसट्रेला , ब्लॉक नं: लोढा

1): नाव:-महेश डेव्हलपर्स लिमिटेड चे जुनै नाव महेश डेव्हलपर्स प्राव्हेट लिमिटेड तर्फे संघालक महेश आर

एनसीपी , रोड नं: वडाला पूर्व मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400037 पॅन नं:-CAVPT3080L

1) 72.07 चौ.मीटर

नं:-AAFCM9590H

क्षेत्रफळ

आकारणी किंवा जुडी देण्यान असेल नेव्हा.

इस्तऐवज करुन देणा-या/लिहून ठेवणा-या ो काराचे नाव किंवा दिवाणी न्यायालयाचा ा _{मनामा} किंवा आदेश असल्याम,प्रतिवादिचे

दुस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा ्णी न्यायालयाचा हुकुमनामा किंवा आदेश

_{न्यास,}प्रतिवादिचे नाव व पना इस्तऐवज करुन दिल्याचा दिनांक

इम्त नोंदणी केल्याचा दिनांक अनुक्रमांक,खंड व पृष्ठ

बाजारभावाप्रमाणे मुद्रांक शुल्क

ब्राजारभावाप्रमाणे नोंदणी शुल्क

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कनामाठी विचारात घेतलेला तपशील:-:

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

