318/708 **पावती** Original/Duplicate

Friday,February 02 ,2024 नोंदणी क्रं. :39म

4:35 PM Regn.:39M

पावती क्रं.: 998 दिनांक: 02/02/2024

गावाचे नाव: मांडवी

दस्तऐवजाचा अनुक्रमांक: बबइ1-708-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: मोहम्मद शाहनवाज मोहम्मद सलीम सिद्दीकी . .

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 3380.00
पृष्ठांची संख्या: 169	
एकूण:	रु. 33380.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

4:55 PM ह्या वेळेस मिळेल.

दुय्यम निबंधक, मुंबई-1

सह. दुय्यम निबंधक

मुंबई शहर क्र. १,

बाजार मुल्य: रु.5398206.03 /-

मोबदला रु.5500000/-

भरलेले मुद्रांक शुल्क : रु. 330000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1380/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0224019723292 दिनांक: 02/02/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0124315123580 दिनांक: 02/02/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014527463202324M दिनांक: 02/02/2024

बँकेचे नाव व पत्ता:

DELIVERED DT. 5/2/24

सूची क्र.2

02/02/2024

दुय्यम निबंधक : दु.नि.मुंबई शहर 1
दस्त क्रमांक : 708/2024
नोंदणी :
Regn:63m

गावाचे नाव : मांडवी

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	5500000
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	5398206.03
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: मदनिका क्र.2114,21 वा मजला,नाथानी स्क्वेअर,चुनाम किलन रोड व कामबेकर स्ट्रीट,मुंबई-400003, PUI: BX0803280070000 ((C.T.S. Number : 1315,1337,1338,1339,1340,1341 ;))
(5) क्षेत्रफळ	1) 30.87 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-ए.पटनी रिअल्टी प्रा.लि.चे संचालक अदनान अस्लम पटणी तर्फे मुखत्यार राजन कोतावडेकर वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: 116,ई.एम.मर्चंट रोड,मुंबई , रोड नं: ऑफ मोहम्मदअली रोड , महाराष्ट्र, MUMBAI. पिन कोड:-400003 पॅन नं:-AAHCA9498C
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मोहम्मद शाहनवाज मोहम्मद सलीम सिद्दीकी . . वय:-37; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: रुम नं 4, दुसरा मजला , 262,इब्राहीम रेहमतुल्ला रोड,भेंडी बाजार मुंबई , ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400003 पॅन नं:-CBWPS6254B 2): नाव:-बुशरा मोहम्मद शाहनवाज सिद्दीकी वय:-28; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: रुम नं 4, दुसरा मजला , 262,इब्राहीम रेहमतुल्ला रोड,भेंडी बाजार मुंबई , ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400003 पॅन नं:-GRQPS7011Q
(9) दस्तऐवज करुन दिल्याचा दिनांक	02/02/2024
(10)दस्त नोंदणी केल्याचा दिनांक	02/02/2024
(11)अनुक्रमांक,खंड व पृष्ठ	708/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	330000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
सह दुय्यम निबंधक, मुंबई शहर क्र. १
सत्यमेव जयते
MUMBAI

संगणक खरी प्रत,
(कृष्णा भि. खतपळ)
सह दुय्यम निबंधक
मुंबई शहर क्र. १

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MOHAMMED SHAHNAWAZ MOHD SALIM SIDDIQUE AND BUSHRA MOHD SHAHNAWAZ SIDDIQUE	eChallan	02300042024012551589	MH014527463202324M	330000.00	SD	0007893685202324	02/02/2024
2		DHC		0224019723292	1380	RF	0224019723292D	02/02/2024
3		DHC		0124315123580	2000	RF	0124315123580D	02/02/2024
4	MOHAMMED SHAHNAWAZ MOHD SALIM SIDDIQUE AND BUSHRA MOHD SHAHNAWAZ SIDDIQUE	eChallan		MH014527463202324M	30000	RF	0007893685202324	02/02/2024

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

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

Valuation ID 202401257124 25 January 2024,02:53:24 PM

मूल्यांकनाचे वर्ष	2023
जिल्हा	मुंबई(मेन)
मूल्य विभाग	4-मांडवी डिव्हीजन
उप मूल्य विभाग	भुभाग : दक्षिणेकडे युसुफ मेहरअली रोड, उत्तरेकडे सरदार वल्लभभाई पटेल रोड, पुर्वेस मध्य रेल्वे लाईन व पश्चिमेस महम्मंद अली रोड यामधील भाग
सर्व्हे नंबर /न. भू. क्रमांक	सि.टी.एस. नंबर#1315

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक	मोजमापनाचे एकक
70690	152060	215700	273600	153600	चौरस मीटर

बांधीव क्षेत्राची माहिती

बांधकाम क्षेत्र(Built Up)-	30.87चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-
उद्वहन सुविधा-	आहे	मजला -	21st floor To 30th floor		

रस्ता सन्मुख -
Sale Type - First Sale
Sale/Resale of built up Property constructed after circular dt.02/01/2018

मजला निहाय घट/वाढ = 115% apply to rate= Rs.174869/-

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((**वार्षिक मूल्यदर - खुल्या जमिनीचा दर**) * **घसा-यानुसार टक्केवारी**)+ **खुल्या जमिनीचा दर**)

= (((174869-70690) * (100 / 100))+70690)

= Rs.174869/-

A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र

= 174869 * 30.87

= Rs.5398206.03/-

Applicable Rules = .10,4

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ

= A + B + C + D + E + F + G + H + I + J

= 5398206.03 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0

M.V. =Rs.5398206.03/-

A.V. 55[illegible]/- 6% - S.D. = 330000/-

Home Print

RC = 30000/-

सह. दुय्यम निबंधक
मुंबई शहर क्र. १,

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

बबई - १
४०८ | १ / १९९
२०२४

CHALLAN

MTR Form Number-6

GRN	MH014527463202324M	**BARCODE**		**Date** 25/01/2024-14:24:41	**Form ID** 25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	BOM1_MUMBAI CITY 1 SUB REGISTRAR	**Full Name**	MOHAMMED SHAHNAWAZ MOHD SALIM SIDDIQUE AND BUSHRA MOHD SHAHNAWAZ SIDDIQUE
Location	MUMBAI		
Year	2023-2024 One Time	**Flat/Block No.**	C S NO 1315
Account Head Details	**Amount In Rs.**	**Premises/Building**	
C030045501 Stamp Duty	330000.00	**Road/Street**	MANDVI DIV
C030063301 Registration Fee	30000.00	**Area/Locality**	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 0 3
		Remarks (If Any)	SecondPartyName=A PATNI REALTY PVT LTD~
		Amount In Words	Three Lakh Sixty Thousand Rupees Only
Total	3,60,000.00		

DEFACED ₹360000.00 DEFACED

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

मुंबई 605 2 969 २०२४

Payment Details	BANK OF MAHARASHTRA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	02300042024012551589	240259554888
Cheque/DD No.		Bank Date	RBI Date	25/01/2024-16:20:53	29/01/2024
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		40126 , 29/01/2024	

Department ID : Mobile No. : 9999999999

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Validity unknown

Digitally signed by DIRECTORATE OF ACCOUNTS AND TREASURIES MUMBAI 02
Date: 2024.02.02 16:37:00 IST
Reason: GRAS Secure Document
Location: India

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-318-708	0007893685202324	02/02/2024-16:35:29	IGR182	30000.00

Print Date 02-02-2024 04:37:00

GRN : MH014527463202324M **Amount :** 3,60,000.00 **Bank :** BANK OF MAHARASHTRA **Date :** 25/01/2024-14:24:41

2	(iS)-318-708	0007893685202324	02/02/2024-16:35:29	IGR182	330000.00
			Total Defacement Amount		**3,60,000.00**

Validity unknown

Digitally signed by DSI
DIRECTORATE OF ACCOUNTS
AND TREASURIES MUMBAI 02
Date: 2024.02.02 16:37:01 IST
Reason: GRAS Secure Document
Location: India

Print Date 02-02-2024 04:37:00

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0124315123580	**Receipt Date**	02/02/2024

Received from DHC , Mobile number 9999999999, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 708 dated 02/02/2024 at the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	**Payment Date**	31/01/2024
Bank CIN	10004152024013122305	**REF No.**	403121447128
Deface No	0124315123580D	**Deface Date**	02/02/2024

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

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY 1
MUMBAI

बबई - १
७०८ 3 / १६१
२०२४

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0224019723292	**Receipt Date**	02/02/2024

Received from DHC , Mobile number 9999999999, an amount of Rs.1380/-, towards Document Handling Charges for the Document to be registered on Document No. 708 dated 02/02/2024 at the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.

DEFACED
₹ 1380
DEFACED

Payment Details

Bank Name	SBIN	**Payment Date**	01/02/2024
Bank CIN	10004152024020122164	**REF No.**	403221921603
Deface No	0224019723292D	**Deface Date**	02/02/2024

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

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
मुंबई शहर क्र. १
MUMBAI

बबई - १
४०८ / ४ / १६९
२०२४

CHALLAN

MTR Form Number-6

GRN MH014527463202324M	**BARCODE**	**Date** 25/01/2024-14:24:41	**Form ID** 25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	BOM1_MUMBAI CITY 1 SUB REGISTRAR	**Full Name**	MOHAMMED SHAHNAWAZ MOHD SALIM SIDDIQUE AND BUSHRA MOHD SHAHNAWAZ SIDDIQUE
Location	MUMBAI		
Year	2023-2024 One Time	**Flat/Block No.**	C S NO 1315
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030045501 Stamp Duty	330000.00	**Road/Street**	MANDVI DIV
0030063301 Registration Fee	30000.00	**Area/Locality**	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 0 3
		Remarks (If Any)	SecondPartyName=A PATNI REALTY PVT LTD~
		Amount In Words	Three Lakh Sixty Thousand Rupees Only
Total	3,60,000.00		

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★ संयुक्त निबंधक मुंबई शहर क्र. १

बांद्रा - १
६०५ / ५ / १६१

Payment Details	BANK OF MAHARASHTRA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	02300042024012551589	012967898
Cheque/DD No.		Bank Date	RBI Date	25/01/2024-16:20:53	Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 9999999999

Department ID :

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Bushra

Print Date 30-01-2024 11:44:18

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai, on this 2nd day of Feb. in the year Two Thousand and Twenty Four;

BETWEEN

A. PATNI REALTY PVT. LTD., having address at 116, E.M. Merchant Road, Off Mohammedali Road, Mumbai – 400003; hereinafter referred to as "**the Promoters/Developers**" (which expression shall mean and include its successors and assigns) of the ONE PART;

AND

(1) MOHAMMED SHAHNAWAZ MOHAMMED SALIM SIDDIQUE and **(2) BUSHRA MOHAMMED SHAHNAWAZ SIDDIQUE**, both adults, Indian Inhabitants of Mumbai, residing at 262, Ibrahim Rehmatulla Road, 2nd Floor, Room No. 4, Bhendi Bazar, Mandvi, Mumbai - 400003; hereinafter referred to as "**the Allottees/Purchasers**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include their respective heir/s, legal

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

बबई - १
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२०२४

representatives, executors, administrators, successors and assigns) of the OTHER PART.

WHEREAS:

[I] By an Indenture made at Bombay on the 19th day of December 1961, and entered into between The Provident Investment Co. Pvt. Ltd., therein called the Vendor, and Mr. Akbarali Gulamali Khambatti, the Purchaser therein, the Vendor therein sold, conveyed and transferred unto the Purchaser therein the property being all that piece and parcel of land or ground together with messuages, tenements or building standing thereon situate, lying and being at Chunam Kiln Road or Attar Mohalla, Mumbai, containing by admeasurements 113 square yards equivalent to 94.48 square meters or thereabouts and bearing Collector's No. Part of 3001, New Survey No. 2986 and bearing Cadastral Survey No. 1315 of Mandvi Division and assessed by B.M.C. under B-Ward No. 3160 and Street Nos. 33 & 2, more particularly described in the First Schedule hereunder written (hereinafter referred to as the "**said First Schedule Property**") on the terms and conditions and consideration paid, more particularly described therein. The said Indenture dated 19th December 1961, has been duly registered under Serial No. 8434 of 1961. (In the Property Card of the said First Schedule Property, the said Indenture dated 19th December 1961, bearing Deed No. 8434 of 1961 entered into between the aforesaid Vendor and Purchaser is shown as Conveyance dated 1.12.1961).

[II] By an Indenture made at Bombay dated 16th November, 1989 and entered into between Mr. Akbarali Gulamali Khambatti therein called as the Vendor of the One Part and Mrs. Arifa w/o Nissar Ahmed therein called as the Purchaser of the Other Part, and registered with the Sub-

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI

बबई - १
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Registrar of Bombay under Serial No. PBBE/3117/89, the Purchaser therein had purchased the said First Schedule Property on such terms and conditions and the consideration paid therein, from the Vendor therein.

[III] The said Purchaser, Mrs. Arifa w/o Nissar Ahmed died on 08.01.2007 at Mumbai leaving behind her five legal heirs namely (1) Mr. Nisar Ahmed Abdul Razak, (2) Mr. Ubaid S/o. Nisar Ahmed, (3) Mr. Sameer S/o. Nisar Ahmed, (4) Mr. Zunaid S/o. Nisar Ahmed and (5) Mr. Mohammed Zaid S/o. Nisar Ahmed, as such, they, being the legal heirs of the said deceased Mrs. Arifa w/o Nissar Ahmed were absolutely seized and possessed of or otherwise well and sufficiently entitled to the said First Schedule Property as Owners thereof.

[IV] By a Deed of Conveyance dated 25th day of July, 2011 the said (1) Mr. Nisar Ahmed Abdul Razak, (2) Mr. Ubaid S/o. Nisar Ahmed, (3) Mr. Sameer S/o. Nisar Ahmed, (4) Mr. Zunaid S/o. Nisar Ahmed and (5) Mr. Mohammed Zaid S/o. Nisar Ahmed (the Vendors therein) have sold, transferred and conveyed the said First Schedule Property to A. Patni Realty Pvt. Ltd. (the Purchaser therein i.e. the Promoters/Developers herein) for consideration paid therein. The said Deed of Conveyance dated 25th July, 2011 has been duly registered with the Joint Sub-Registrar, Mumbai City-1 under Serial No. BBE1-6604 of 2011.

[V] The Promoters/Developers herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said First Schedule Property as Owners thereof.

[VI] The old Building standing on the said First Schedule Property was constructed much prior to 1st September 1940 described as 'A' category cess property and occupied by the Tenants/Occupants of the Promoters/Developers.

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[VII] Pursuant to the proposal submitted by the Promoters/ Developers with requisite consent of Tenants of said old building for redevelopment of said First Schedule Property, the Mumbai Building Repairs and Reconstruction Board by its letter bearing No. R/NOC/F-1995/5978/MBRRB-11 dated 19th December 2011, have issued N.O.C. and permission for redevelopment of the said First Schedule Property in favour of the Promoters/Developers under Regulation 33(7) of the Development Control Regulations for Greater Mumbai. Hereto annexed as **Annexure-I**, the copy of said Permission Letter/NOC dated 19th December 2011, issued by the Mumbai Building Repairs and Reconstruction Board for redevelopment of said First Schedule Property. The Property Card of the said First Schedule Property is annexed hereto and marked as **Annexure-II**.

[VIII] By a Deed of Conveyance dated 27th January 1939 duly registered with the Sub-Registrar of Bombay and made between Mohammed Ismail Jan Mohammed, Saroobai wife of Mohammed Ismail Jan Mohammed and Mohammed Joosab Haji Abdul Sattar therein called the Vendors of the First Part, Mohammed Bawla therein called the Confirming Party of the Second Part and the said (1) Mohammed Bawla, (2) Hazrabai wife of the said Mohammed Bawla and (3) Ismail Mohammed Bawla (in their capacity as the then Trustees under the Deed of Trust dated 20th August 1930 created by the said Mohd. Bawla) therein called the Purchasers of the Third Part, the said (1) Mohammed Bawla, (2) Hazrabai and (3) Ismail Mohd. Bawla purchased all that piece and parcel of land or ground together with the messuages, tenements or building known as Mistry Manzil standing thereon situate lying and being at Kambekar Street, Mumbai, containing by admeasurements 192 square yards equivalent to 160.53 square meters or

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thereabouts and bearing Collector's New No. Part of 2986, New Survey No. 3001 and bearing Cadastral Survey No. 1337 of Mandvi Division and assessed by B.M.C. under B-Ward No. 2637 and Old Street Nos. 226-228 and New Street No. 70, more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "**said Second Schedule Property**") for the price and on the terms and conditions contained therein. (The Property Card of said Second Schedule Property shows that the said Indenture/Conveyance Deed dated 27th January 1939, was registered at Deed No. 361).

[IX] The said Mohammed Bawla died intestate at Mumbai on 26th June 1954.

[X] By the Deed of Appointment of New Trustees dated 14th March 1957 duly registered with Sub-Registrar of Bombay, under No. BOM/1907/1957 and made between the said Hazrabai widow of Mohd. Bawla and Ismail Mohd. Bawla therein called the Surviving Trustees of the One Part and Haji Ibrahim Haji Mohammed Bawla, Haji Isaac Haji Mohammed Bawla and Haji Abdul Aziz Mohammed Bawla, therein called the new Trustees of the Other Part, the said Hazrabai and Ismail Mohammed Bawla, appointed the said new Trustees Haji Ibrahim, Haji Isaac and Haji Abdul Aziz as the Trustees of the said Indenture of Trust dated 20th August 1930, alongwith themselves and also thereby granted, conveyed, transferred and assigned unto themselves and said new Trustees interalia, the said Second Schedule Property to have and hold the same unto and to the use of the said surviving Trustees and the new Trustees upon the Trust and subject to the powers, provisions and declaration in the said Deed of Trust dated 20th August 1930.

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[XI] The said settler Mohammed Bawla and said Trustees Hazrabai, Ismail Haji Ibrahim, Haji Isaac and Haji Abdul Aziz have all since dead as hereinafter mentioned.

[XII] The said Mohammed Bawla and Hazrabai Mohammed Bawla died intestate at Mumbai on 26th June 1954 and 18th April 1983, respectively, leaving behind them surviving (i) Ms. Sarabai, (ii) Hawama alias Hawabai, both being their unmarried daughters, (iii) the said Ismail, Ibrahim, Ishaque (Isaac) and Abdul Aziz all being their sons as their only heirs and legal representatives according to the personal law by which they were governed at the time of their death.

[XIII] The said Hawama alias Hawabai (who was unmarried) died at Mumbai on 23rd August 1977. (In the Property Card of the said Second Schedule Property, the date of death of said Hawama alias Hawabai is shown as 22-8-1977).

[XIV] The said Ismail Mohammed Bawla and his wife Fatima also died intestate at Mumbai on 19th February 1991 and 4th June 2002, respectively, leaving behind them surviving (i) Farid Ismail Contractor, (ii) Arif Ismail Bawla, being their sons, (iii) Ms. Maimuna Ismail Contractor, (iv) Mrs. Fozia Asif Jumani, being their daughters, as their only heirs and legal representatives according to the personal law by which they were governed at the time of their death.

[XV] The said Ibrahim Mohammed Bawla (who was unmarried) died intestate at Mumbai on 19th September 2002. (In the Property Card of the said Second Schedule Property, the date of death of said Ibrahim Mohammed Bawla is shown as 19-2-2002).

[XVI] The said Ishaque Mohammed Bawla alias Contractor (alias Isaac Mohammed Bawla) died intestate at Mumbai on 2nd December 2000, leaving behind him surviving (i) Salma

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Ishaque Contractor being his widow and (ii) Faisal Ishaque Contractor being his son as his only heirs and legal representatives according to the personal-law by which he was governed at the time of his death.

[XVII] The said Abdul Aziz Mohammed Bawla alias Contractor died intestate at Mumbai on 10th February 1999, leaving behind him surviving (i) Zubeda - being his widow, (ii) Afzal, (iii) Irfan Aziz Contractor - both being his sons and (iv) Mrs. Naseem Iqbal Talab being his daughter, as his only heirs and legal representatives according to the personal law by which he was governed at the time of his death.

[XVIII] In the circumstances aforesaid and in view of the fact that (1) Mrs. Sarabai Mohammed Bawla, (2) Mr. Farid Ismail Bawla (Contractor), (3) Mr. Arif Ismail Bawla, (4) Mrs. Maimuna Ismail Contractor, (5) Mrs. Fozia Asif Jumani, (6) Mrs. Salma Ishaque Contractor, (7) Mr. Faisal Ishaque Contractor, (8) Mrs. Zubeda Aziz Contractor, (9) Mr. Afzal Aziz Contractor, (10) Mr. Irfan Aziz Contractor and (11) Mrs. Naseem Iqbal Talab, were the only ultimate beneficiaries of the said Second Schedule Property of the said Trust and were absolutely entitled to the said Second Schedule Property and the same absolutely vests in their names.

[XIX] By a registered Deed of Conveyance made at Mumbai dated 15th December, 2009 between (1) Mrs. Sarabai Mohammed Bawla, (2) Mr. Farid Ismail Bawla (Contractor), (3) Mr. Arif Ismail Bawla, (4) Mrs. Maimuna Ismail Contractor, (5) Mrs. Fozia Asif Jumani, (6) Mrs. Salma Ishaque Contractor, (7) Mr. Faisal Ishaque Contractor, (8) Mrs. Zubeda Aziz Contractor, (9) Mr. Afzal Aziz Contractor, (10) Mr. Irfan Aziz Contractor and (11) Mrs. Naseem Iqbal Talab therein called as "the Vendors", the Party of First Part therein and (1) Mr. Ahmed Ismail Mistry, (2) Mrs. Sakina Ahmed Mistry, (3) Mr.

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Abdul Rashid Ahmed Mistry, therein called as "the Purchasers", the Party of the Second Part, the Purchasers therein had purchased the said Second Schedule Property on payment of consideration paid therein. The said Deed of Conveyance dated 15th December 2009 has been registered under Serial No. BBE2-1411 of 2010.

[XX] By a Deed of Conveyance dated 10th day of February 2011, the said (1) Mr. Ahmed Ismail Mistry, (2) Mrs. Sakina Ahmed Mistry, (3) Mr. Abdul Rashid Ahmed Mistry (the Vendors therein) have sold, transferred and conveyed the said Second Schedule Property to A. Patni Realty Pvt. Ltd. the Purchaser therein (i.e. Promoters/Developers herein) for consideration paid therein. The said Deed of Conveyance dated 10th February, 2011 has been duly registered under Serial No. BBE2-2956 of 2011.

[XXI] The Promoters/Developers are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Second Schedule Property as Owners thereof.

[XXII] The Building standing on the said Second Schedule Property was constructed much prior to 1st September 1940, described as 'A' category cess property and occupied by the Tenants/Occupants of the Promoters/Developers herein.

[XXIII] Pursuant to the proposal submitted by the Promoters/ Developers with requisite consent of Tenants of the old building for redevelopment of said Second Schedule Property, the Mumbai Building Repairs and Reconstruction Board by its letter bearing No. R/NOC/F-1993/ 5977/MBRRB-11 dated 19th December 2011, have issued N.O.C. and permission in favour of Promoters/Developers for redevelopment of the said Second Schedule Property under Regulation 33(7) of the Development Control

Regulations for Greater Mumbai. Hereto annexed as **Annexure-III**, the copy of said Permission Letter/NOC dated 19th December 2011, issued by the Mumbai Building Repairs and Reconstruction Board for redevelopment of said Second Schedule Property. The Property Card of the said Second Schedule Property is annexed hereto and marked as **Annexure-IV**.

[XXIV] By an Indenture dated 13th day of June 1935, made between Janmahomed Haji Abdulla and Umer Haji Abdulla therein referred to as "the Settlors" of the One Part and (1) Umer Haji Abdulla, (2) Bai Hawabai widow of Haji Mahomed Haji Abdulla, (3) Bai Fatmabai d/o Haji Mahomed Haji Abdulla, (4) Bai Hajrabai d/o Haji Mahomed Haji Abdulla, (5) Bai Nurbai d/o Haji Mahomed Haji Abdulla and (6) Ebrahim Janmahomed, therein called as "the Trustees" of the Other Part and registered in the Office of the Sub-Registrar of Assurances at Bombay under Serial No. 3367 of Book No.I on 22nd August 1935 the Settlors did for the consideration therein mentioned grant and transfer the land hereditaments and premises 5/8th share in all that piece and parcel of land or ground together with the messuages, tenements or dwelling house or building known as Batatawala Building was standing thereon situate lying and being at Kambekar Street, Mumbai, without the Fort and in registration Sub-District at Mumbai containing by admeasurements 257 square yards equivalent to 215.26 square meters or thereabouts and forming part of New Survey No. 3001 and bearing Cadastral Survey No. 1338 of Mandvi Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under B-Ward No. 2634, 2635 and 2636 and Old Street Nos. 222, 224, A/224, 218, 220 and New Street Nos. 72-74, by way of Wakf in accordance with the tenets of their sects and the Hanafi Mahomedan Law in the manner therein stated.

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[XXV] By an Indenture dated 4th December, 1937 made and entered by Bai Hawabai wd/o. Haji Mahomed Haji Abdulla, therein called "the Settlor" of the One Part and (1) Umer Haji Abdulla, (2) Bai Hawabai wd/o. Haji Mahomed Haji Abdulla, (3) Fatmabai d/o. Haji Mahomed Haji Abdulla, (4) Hajrabai d/o. Haji Mahomed Haji Abdulla and (5) Noorbai d/o. Haji Mahomed Abdulla, therein called "the Trustees" of the Other Part and registered in the Office of the Sub-Registrar of Assurance at Bombay on 4th December 1937, under Serial No. BOM/5527 of 1937 of Book No.I, the Settlor did for the consideration therein mentioned grant and transfer the land hereditaments and premises 3/8th share in the said land and property being all that piece and parcel of land or ground together with the messuages, tenements or dwelling house or building known as Batatawala Building was standing thereon situate lying and being at Kambekar Street, Mumbai, without the Fort and in registration Sub-District at Mumbai containing by admeasurements 257 square yards equivalent to 215.26 square meters or thereabouts and forming part of New Survey No. 3001 and bearing Cadastral Survey No. 1338 of Mandvi Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under B-Ward No. 2634, 2635 and 2636 and Old Street Nos. 222, 224, A/224, 218, 220 and New Street Nos. 72-74.

[XXVI] By an appointment of New Trustees made on 12th November 1946, and registered under Serial No. BOM/5482 of 1946 by (1) Bai Fatmabai d/o. Haji Mahomed Haji Abdulla, (2) Bai Hajrabai d/o. Haji Mahomed Haji Abdulla, (3) Bai Noorbai d/o. Haji Mahomed Haji Abdulla, (4) Ebrahim Janmahomed, the Continuing Trustees appointed (1) Abdul Karim Tarmahomed and (2) Haji Usman Haji Abdul Karim, the New Trustees under the said Indenture dated 13th June, 1935 and 4th December, 1937 to act along with the Continuing Trustees in place

and instead of (1) Janmahomed Haji Abdul, (2) Umer Haji Abdulla and (3) Bai Hawabai wd/o. Haji Mahomed Haji Abdulla.

[XXVII] The said Settlors and Trustees and Registered Holders were during their life time seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land or ground together with the messuages, tenements or dwelling house or building known as Batatawala Building was standing thereon situate lying and being at Kambekar Street, Mumbai, without the Fort and in registration Sub-District at Mumbai containing by admeasurements 257 square yards equivalent to 215.26 square meters or thereabouts and forming part of New Survey No. 3001 and bearing Cadastral Survey No. 1338 of Mandvi Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under B-Ward No. 2634, 2635 and 2636 and Old Street Nos. 222, 224, A/224, 218, 220 and New Street Nos. 72-74, more particularly described in the Third Schedule hereunder written (hereinafter referred to as the "**said Third Schedule Property**").

[XXVIII] The said Grandfathers (1) Janmahomed Haji Abdulla, (2) Umer Haji Abdulla, and Grandmother Bai Hawabai wd/o. Haji Mahomed Haji Abdulla, the registered holders of the said Third Schedule Property died leaving behind the Continuing Trustees and New Trustees as the surviving legal heirs according to the Hanafi Mahomedan Law by which deceased were governed at the time of their death.

[XXIX] The said (1) Bai Fatmabai d/o. Haji Mahomed Haji Abdulla & w/o. Abdul Karim Tarmahomed, (2) Abdul Karim Tarmahomed, (3) Bai Hajrabai d/o. Haji Mahomed Haji Abdulla & w/o. Haji Usman Haji Abdul Karim, (4) Haji Usman Haji Abdul Karim, (5) Bai Noorbai d/o. Haji

Mahomed Haji Abdulla and (6) Ebrahim Janmahomed appointed (1) Abdul Sattar s/o. Hajrabai Haji Usman Haji Abdul Karim and (2) Abdul Gani s/o. Hajrabai Haji Usman Haji Abdul Karim as New Trustees on 10th March 1965 to act alongwith the Continuing Trustees.

[XXX] The said Bai Fatmabai d/o. Haji Mahomed Haji Abdulla & w/o. Abdul Karim Tarmahomed resigned her office of the Trusteeship on 10th March 1965 and her husband Abdul Karim Tarmahomed resigned his office of the Trusteeship on or about 10th March 1979.

[XXXI] The said Bai Hajrabai d/o. Haji Mahomed Haji Abdulla & w/o. Haji Usman Haji Abdul Karim resigned her office of the Trusteeship on 10th March 1989 and her husband Haji Usman Haji Abdul Karim resigned his office of the Trusteeship on or about 10th March 1966.

[XXXII] The said Bai Noorbai d/o. Haji Mahomed Haji Abdulla & w/o. Ebrahim Janmahomed resigned her office of the Trusteeship on 10th March 1984 and her husband Ebrahim Janmahomed resigned his office of the Trusteeship on or about 10th March 1973.

[XXXIII] By the said Indenture dated 13th June, 1935 and 4th December, 1937 it was provided that the Trustees shall enter and hold the 5/8 share and 3/8 share i.e. equal shares in the said land hereditaments and premises (said Third Schedule Property herein) and collect, recover and receive all the rents and profits thereof and shall thereout in the first place disburse and pay all the rates, taxes and dues payable to the Government and to the Municipality of Bombay and all the proper costs, charges and expenses of and incidental to the collection of the rents and profits and execution of all necessary repair and insure and keep insured the said property (said Third Schedule Property

herein) and shall pay the net balance of the said rent and profits to the settler during his/her life time and from and after his/her life time and after his/her death the Trustees shall divide the net balance of the said rents and profits then remaining into three equal parts and shall pay one of such three equal part to (1) Bai Fatmabai, (2) Bai Hajrabai and (3) Bai Noorbai. It was provided that if and so often as any of the Trustee or Trustees shall die or go to reside abroad or shall desire to retire from or refuse to act or become incapable to act in the Trusts, it shall be lawful for their life time and thereafter for the continuing Trustee or Trustees for the time being or if there shall be no Continuing Trustee then for the refusing or retiring Trustees or the heirs, executors or administrators of the last acting Trustee to appoint any other person or persons preferably from among the family members/descendants of the said Haji Mahomed Haji Abdulla to be Trustee or Trustees in the place of the Trustee or Trustees so dying or going to reside abroad or desiring to retire or refusing or becoming incapable to act as aforesaid with liberty upon any such appointment to increase the original number of the Trustees so that the number of Trustees shall not be reduced below to and every such appointment of Trust Estate shall be so conveyed and transferred as to become vested in the New Trustee or Trustees jointly with the Continuing Trustee or Trustees or in the New Trustees alone as the case may require and the receipt of the said Trustees for the income or purchase money of the Trust property or any part thereof respectively hereby directed or otherwise to be sold or for any other monies paid or for any stocks funds or securities transferred to them or in the execution of any of the Trusts or powers thereof shall effectually discharge the person or persons paying or transferring the same and the Trustees shall hold the monies arising from any such sale subject to the Trust therein contained and all monies liable to be invested or

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shall be invested in securities authorised by the Indian Trust Act II of 1882 or any Law for the then time being in force relating to the Trust or in the purchase of any immovable property in Bombay.

[XXXIV] The Continuing Trustees being the grand sons of the Settlors and son of Trustees appointed as Trustees on or about 10th March 1965 by then acting/existing Trustees and since then the Continuing Trustees (Mr. Abdul Sattar s/o Bai Hajrabai Haji Usman and Mr. Abdul Gani s/o Bai Hajrabai Haji Usman) are acting as Trustees and absolutely seized and possessed and sufficiently entitled to the said Third Schedule Property.

[XXXV] By a registered Deed of Appointment of New Trustees made at Mumbai dated 16th April 2010, (1) Mr. Abdul Sattar S/o. Bai Hajrabai Haji Usman, (2) Mr. Abdul Gani S/o. Bai Hajrabai Haji Usman (Continuing Trustees therein) have appointed (1) Mr. Moinuddin S/o. Abdulla Abdul Karim and (2) Mr. Mohamed Ishaq S/o. Ebrahim Batatawala (New Trustees therein). The said Deed of Appointment of New Trustees dated 16th April 2010, has been registered with the Sub-Registrar, Mumbai City No. III under Serial No. BBE3-3660 of 2010.

[XXXVI] By a registered Deed of Conveyance made at Mumbai dated 22nd April, 2010 between (1) Mr. Abdul Sattar s/o Bai Hajrabai Haji Usman, (2) Mr. Abdul Gani s/o Bai Hajrabai Haji Usman, (3) Mr. Moinuddin s/o Abdulla Abdul Karim and (4) Mr. Mohamed Ishaq s/o Ebrahim Batatawala (the Vendors therein) have sold, transferred and conveyed the said Third Schedule Property to A. Patni Realty Pvt. Ltd., the Purchaser therein (i.e. Promoters/Developers herein) on such terms and conditions and for the consideration paid therein. The said Deed of Conveyance dated 22nd April

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2010, has been duly registered with the Sub-Registrar at Mumbai City-3 under Serial No. BBE3-3927 of 2010.

[XXXVII] The Promoters/Developers herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Third Schedule Property as Owners thereof.

[XXXVIII] Pursuant to the proposal submitted by the Promoters/ Developers with requisite consent of the Tenants of old Building for redevelopment of said Third Schedule Property, the Mumbai Building Repairs and Reconstruction Board by its letter bearing No. R/NOC/F-1832/2305/ MBRRB-09 dated 28th May 2010, have issued N.O.C. and permission in favour of said Promoters/Developers for redevelopment of the said Third Schedule Property under Regulation 33(7) of the Development Control Regulations for Greater Mumbai. Hereto annexed as **Annexure-V**, the copy of said Permission Letter/NOC dated 28th May 2010, issued by the Mumbai Building Repairs and Reconstruction Board for redevelopment of the said Third Schedule Property. Copy of the Property Card of the said Third Schedule Property is annexed hereto and marked as **Annexure-VI**.

[XXXIX] The Building standing on the said Third Schedule Property was constructed much prior to 1st September 1940, described as 'A' category cess property and was fully occupied by the Tenants/Occupants of the Promoters/ Developers and in dilapidated condition, therefore, has been demolished by the Promoters/Developers as per the permission letter bearing No. Ex.E/B/Div/2262/2010 dated 5th June, 2010 issued by the Executive Engineer "B" Ward, MBR&R Board, Mumbai.

[XL] Mrs. Rukhsana Haji Ahmed was the registered Holder and absolutely seized and possessed of otherwise well and

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sufficiently entitled to all that piece and parcel of free hold land or ground together with messuages, tenements or building which was standing thereon situate, lying and being at Kambekar Street, Mumbai, containing by admeasurements 290 square yards equivalent to 242.47 square meters or thereabouts and registered in the books of the Collector of Land Revenue under Old Nos. 1627, 1693 and 1794, New Survey No. 3001 and bearing Cadastral Survey No. 1339 of Mandvi Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under B-Ward No. 2633 and Old Street Nos. 214-216 and New Street No. 76, more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as the "**said Fourth Schedule Property**").

[XLI] By a registered Development Agreement made at Mumbai dated 14th October, 2009 the said Owner Mrs. Rukhsana Haji Ahmed through her Constituted Attorney Mrs. Zubeda Ahmed Patni has appointed and given development right of the said Fourth Schedule Property to A. Patni Realty Pvt. Ltd., the Developers therein (i.e. Promoters/Developers herein) for the redevelopment of said Fourth Schedule Property for the agreed consideration paid therein with further covenant and authority to convey the said Fourth Schedule Property to the Promoters/Developers herein or their Nominees or Co-operative Housing Society Ltd. that will be formed after development of the said Fourth Schedule Property, whereby the said Owner Mrs. Rukhsana Haji Ahmed will join as a Confirming Party thereof. The said Development Agreement dated 14th October, 2009 has been duly registered with the Sub-Registrar at Mumbai City-3 under Serial No. BBE3-8778 of 2009.

[XLII] The said Owner Mrs. Rukhsana Haji Ahmed through her Constituted Attorney Mrs. Zubeda Ahmed Patni has also

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executed General Power of Attorney dated 14th October 2009, registered with the Sub Registrar at Mumbai City No.III under Serial No. BBE3-8779 of 2009, in favour of said Developers M/s. A. Patni Realty Pvt. Ltd. (i.e. Promoters/Developers herein) inter alia giving authority and power to do various acts, deeds and things and carry out redevelopment of said Fourth Schedule Property and convey the said Fourth Schedule Property to the Co-operative Society Ltd. that will be formed after development of the said Fourth Schedule Property, whereby the said Owner Mrs. Rukhsana Haji Ahmed will join as a Confirming Party thereof.

[XLIII] The Promoters/Developers herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Fourth Schedule Property as Developers for redevelopment of said Fourth Schedule Property, construct proposed Building after demolishing the said existing building known as Rahila Manzil and accommodate all the eligible Tenants/Occupants of the said Fourth Schedule Property in the proposed Building and sell and dispose-off all saleable components, etc. on such terms and conditions and the consideration as the said Promoters/Developers deem fit and proper.

[XLIV] Pursuant to the proposal submitted by the Promoters/ Developers herein with requisite consent of Tenants of said Rahila Manzil Building for redevelopment of said Fourth Schedule Property, the Mumbai Building Repairs and Reconstruction Board by its letter bearing No. R/NOC/F-1765/5140/MBRRB-09 dated 14th December 2009, have issued N.O.C. and permissions in favour of the Promoters/ Developers for redevelopment of the said Fourth Schedule Property under Regulation 33(7) of the Development Control Regulations for Greater Mumbai. Hereto annexed as **Annexure-VII**, the copy of said Permission Letter/NOC

dated 14th December 2009, issued by the Mumbai Building Repairs and Reconstruction Board for redevelopment of the said Fourth Schedule Property. Copy of the Property Card of the said Fourth Schedule Property is annexed hereto and marked as **Annexure-VIII**.

[XLV] The said old Building standing on the said Fourth Schedule Property was constructed much prior to 1st September 1940 described as 'A' category cess property and was occupied by the Tenants/Occupants of the aforesaid Owners/Landlords and in dilapidated condition, therefore, has been demolished by the Promoters/Developers herein as per the permission letter bearing No. Ex.E/B/Div/2263/2010 dated 5th June 2010, issued by the Executive Engineer "B" Ward, MBR&R Board, Mumbai.

[XLVI] Mrs. Mumtaz Abdul Rahman alias Puthuveettil and her husband Mr. Abdul Rahman Abdulla Puthuveettil were absolute joint Owners and Registered Holders of all that piece and parcel of land or ground together with the messuages, tenements or building known as Garib Nawaz Manzil, which was standing thereon situate lying and being at Kambekar Street, Mumbai, containing by admeasurements 299 square yards equivalent to 250 square meters or thereabouts and bearing Collector's Survey No. Part of 3001, New Survey No. 2986 and bearing Cadastral Survey No. 1340 of Mandvi Division and assessed by B.M.C. under B-Ward No. 2632 and Old Street Nos. 210-212 and New Street No. 78, more particularly described in the Fifth Schedule hereunder written (hereinafter referred to as the "**said Fifth Schedule Property**").

[XLVII] The said Mr. Abdul Rahman Abdulla Puthuveettil died on 13th January 2009 at Kaiparambu, Tal. Thrissur, Kerala, leaving behind Mrs. Mumtaz Abdul Rahman Puthuveettil

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(wife), Mr. Aslam Abdul Rahman Puthuveettil (son), Mr. Bashir Abdul Rahman Puthuveettil (son) and Mrs. Waheeda Arif Contractor (daughter) as his only heirs and legal representatives according to Mohammedan Law (Shariat Act) by which the deceased co-owner was governed at the time of his death.

[XLVIII] By a registered Deed of Conveyance made at Mumbai dated 26th July, 2010, between (1) Mrs. Mumtaz Abdul Rahman Puthuveettil, (2) Mr. Aslam Abdul Rahman Puthuveettil, (3) Mr. Bashir Abdul Rahman Puthuveettil and (5) Mrs. Waheeda Arif Contractor D/o. A. Rahman Puthuveettil therein called as the Vendors and A. Patni Realty Pvt. Ltd. therein called as the Purchaser (i.e. Promoters/Developers herein), the Vendors therein sold, transferred and conveyed the said Fifth Schedule Property to the Purchaser therein (i.e. Promoters/Developers herein) on such terms and conditions and the consideration paid therein. The said Deed of Conveyance dated 26th July, 2010 has been duly registered with the Sub-Registrar at Mumbai City No.1 under Serial No. BBE1-8323 of 2010.

[XLIX] The Promoters/Developers herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Fifth Schedule Property as Owners thereof.

[L] Pursuant to the proposal submitted by the Promoters/ Developers with requisite consent of tenants of old Building for redevelopment of the said Fifth Schedule Property, the Mumbai Building Repairs and Reconstruction Board by its letter bearing No. R/NOC/F-1926/3193/MBRRB-11 dated 24th June, 2011 have issued N.O.C. and permission in favour of the said Promoters/Developers for redevelopment of the said Fifth Schedule Property under Regulation 33(7) of the Development Control Regulations for Greater Mumbai. Hereto annexed as **Annexure-IX**, the copy of said

Permission Letter/NOC dated 24th June, 2011 issued by the Mumbai Building Repairs and Reconstruction Board for redevelopment of the said Fifth Schedule Property. The copy of Property Card of the said Fifth Schedule Property is annexed hereto and marked as **Annexure-X**.

[LI] The old Building on the said Fifth Schedule Property was constructed much prior to 1st September 1940, described as 'A' category cess property and was occupied by the Tenants/Occupants of the Promoters/Developers and in dilapidated condition, therefore, has been demolished by the Promoters/Developers as per the permission letter bearing No. Ex.E.B/Div/1753/2010 dated 1st July, 2011 issued by the Executive Engineer, "B-2" Division, MBR&R Board, Mumbai.

[LII] The Executive Engineer Building Proposals(City)-I of Municipal Corporation of Greater Mumbai by his letter bearing No. EB/6437/B/AL dated 17th January 2012 granted NOC/Permission for amalgamating the aforesaid Five Properties bearing C.S. Nos. 1315, 1337, 1338, 1339 & 1340 of Mandvi Division, Mumbai, more particularly described in the First Schedule to Fifth Schedule hereunder. Hereto annexed as **Annexure-XI**, the copy of said letter dated 17th January, 2012 issued by the Executive Engineer, Building Proposals(City)-I of Municipal Corporation of Greater Mumbai.

[LIII] Bai Rahimabai Haji Ismail Haji Allana Charities, a Public Charitable Trust formed under the Will dated 30th March, 1920 of widow of Haji Ismail Haji Allana and that the said Trust was registered with the Charity Commissioner of Maharashtra at Mumbai under Registration No. P.T.R. No.B-217 (Mumbai). The said Trust owned all that piece or parcel of land or ground of the perpetual Fazandari Tenure together with the building comprising of ground plus 5

upper floors standing thereon situate, lying and being at Kambekar Street without the Fort of Bombay in the Registration Sub-District of Bombay, containing by admeasurements 393 square yards i.e. 328.60 square meters or thereabouts and assessed by the Collector of Land Revenue under New Survey No. 3001, Cadastral Survey No. 1341 of Mandvi Division and assessed by the Bombay Municipality under B-Ward Nos. 2630 and 2631, Street Nos. 204, 206, 208, 208A, more particularly described in the Sixth Schedule hereunder written (hereinafter referred to as the "**said Sixth Schedule Property**").

[LIV] The building known as Sonarwala Building situated on the said Sixth Schedule Property was constructed prior to 1940, fully occupied by the Tenants and in course of time, it required extensive and heavy repairs and as such the said Trust did not have sufficient funds to carry out such extensive or major structural repairs and it was not feasible and practical for them to manage the said Sixth Schedule Property in view of the meager income of rent derived by them from the said Sixth Schedule Property. The Trustees in the interest of the said Trust and that Trust should not saddled with any further financial liability of maintaining the said Sixth Schedule Property without any adequate returns and ultimately, the Trustees decided to sell the said Sixth Schedule Property and accordingly in the meeting held on 6th December 2010, it was unanimously resolved to sell the said Sixth Schedule Property by inviting offers or bids from the public at large and after obtaining permissions from the Charity Commissioner, Mumbai.

[LV] On receipt of the offer from the Promoters/Developers herein, the Trustees held a meeting on 1st February 2011, and unanimously resolved and accepted the highest offer received by them from the Purchasers i.e. Promoters/

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Developers herein and filed an application for sale of said Sixth Schedule Property on 9th April 2011, with the Charity Commissioner (Maharashtra) at Mumbai under Section 36(1)(a) and (c) of the Bombay Public Trusts Act, 1950 for requisite sanction.

[LVI] The Charity Commissioner after detailed inquiry, by an Order dated 11th January, 2012 granted its permissions and sanction for sale of said Sixth Schedule Property at consideration of Rs.1,15,00,000/- to the Promoters/ Developers herein and directed the Trustees to complete the transaction of sale of the said Sixth Schedule Property in favour of the Purchasers (i.e. Promoters/Developers herein) within a period of six months from the date of said Order.

[LVII] By a registered Deed of Conveyance made at Mumbai dated 23rd June 2012 between (1) Mohamed Ismail Abdulla Kadwani, (2) Smt. Sayeeda Ismail Kadwani, (3) Riyaz S. Oomer, (4) Javed K. Gaya and (5) Mrs. Tasneem Shiraj Poonawala, being the Trustees of Bai Rahimabai Haji Ismail Haji Allana Charities therein called as Vendors of the One Part and A. Patni Realty Pvt. Ltd. therein called as Purchasers (i.e. Promoters/Developers herein), the Vendors therein sold, transferred and conveyed the said Sixth Schedule Property to the Promoters/Developers herein for the consideration of Rs.1,15,00,000/- paid therein. The said Deed of Conveyance dated 23rd June, 2012 was registered with the Joint Sub-Registrar, Mumbai City-1 under Serial No. BBE1-5552 of 2012.

[LVIII] The Promoters/Developers herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Sixth Schedule Property as Owners thereof.

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[LIX] The Mumbai Building Repairs and Reconstruction Board by its letter dated 17th May, 2013 had issued Letter of Intent and their no objection to approaching MCGM for obtaining an IOD and sanctioned plan for redevelopment of the said Sixth Schedule Property under Regulation 33(7) of the Development Control Regulations for Greater Mumbai.

[LX] The Building known as Sonarwala Building, was standing on the said Sixth Schedule Property was constructed much prior to 1st September 1940, described as 'A' category cess property and fully occupied by the Tenants/Occupants of the Promoters/Developers. The Promoters/Developers upon obtaining an IOD have demolished the said old Building.

[LXI] The Mumbai Building Repairs and Reconstruction Board by its letter bearing No. R/NOC/F-2282/6690/MBRRB-14 dated 26th August, 2014 have issued necessary N.O.C. and permission for redevelopment of the said Sixth Schedule Property in favour of the Promoters/Developers under Regulation 33(7) and Appendix III of the Development Control Regulations for Greater Mumbai. Hereto annexed as **Annexure-XII**, the copy of said Permission Letter/NOC dated 26th August 2014, issued by the Mumbai Building Repairs and Reconstruction Board for redevelopment of said Sixth Schedule Property. Copy of the Property Card of the said Sixth Schedule Property is annexed hereto and marked as **Annexure-XIII**.

[LXII] The Mumbai Building Repairs and Reconstruction Board by its letters bearing No. (1) R/NOC/F-1832,1765, 1926,1993&1995/7754/MBRRB-13 dated 8th October 2013 and (2) R/NOC/F-1832,1765,1926,1993&1995/ 7022/MBRRB-15 dated 7th September 2015, granted its permission for composite redevelopment of aforesaid Six Properties bearing Cadastral Survey Nos. 1315, 1337,

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1338, 1339, 1340 & 1341 of Mandvi Division, Mumbai i.e. properties described as First Schedule to Sixth Schedule hereunder written, under Regulation 33(7) of the Development Control Regulations for Greater Mumbai. Hereto annexed as **Annexure-XIV and XV**, the copies of said Permission Letters dated 8th October 2013 and 7th September 2015 respectively, issued by the Mumbai Building Repairs and Reconstruction Board for composite redevelopment of properties described in the First Schedule to Sixth Schedule hereunder.

[LXIII] The Municipal Corporation of Greater Mumbai had approved the amalgamation of the aforesaid six plots of land i.e. properties bearing C.S. Nos. 1315, 1337, 1338, 1339, 1340 & 1341 of Mandvi Division, Mumbai, subject to payment of amalgamation charges and payment of layout scrutiny fees and issued I.O.D. and Sanctioned Plan bearing No. EB/5426/B/A dated 22nd October 2014, for the proposed Building to be constructed on the aforesaid six plots of land/properties bearing C.S. Nos. 1315, 1337, 1338, 1339, 1340 & 1341 of Mandvi Division, Mumbai, more particularly described in the First Schedule to Sixth Schedule hereunder written, in favour of Promoters/ Developers herein. Hereto annexed as **Annexure-XVI**, the copy of said I.O.D. bearing No. EB/5426/B/A dated 22nd October 2014. The said sanctioned plans were further amended on 06.06.2015, 18.12.2019, 28.04.2021 and 06.03.2023 by the Municipal Corporation of Greater Mumbai.

[LXIV] The Municipal Corporation of Greater Mumbai have also issued Commencement Certificate bearing No. EEBPC/5426/B/A dated 4th April 2015. The said Certificate is extended on 23rd February 2017 for construction of Building upto 15th floor, and further extended on 8th July 2021 for construction of Building upto

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twenty-two floors. Hereto annexed as **Annexure-XVII and XVIII**, the copies of said Commencement Certificate/s dated 4th April 2015 and 8th July 2021.

[LXV] The Promoters/Developers are redeveloping the said properties under Regulation 33(7) of Development Control Regulations for Greater Mumbai, 1991, Notification and policy guidelines of Government, MHADA, MCGM and other Authorities and constructing a residential-cum-commercial Building known as **NATHANI SQUARE** on the said properties in accordance with the I.O.D., Building Plans duly sanctioned by the MCGM and as may be amended from time to time and permissions to be granted by the various Authorities.

[LXVI] The Promoters/Developers have entered into diverse Agreements for Permanent Alternate Accommodation with the Tenants/Occupants of the old Buildings situated on the said properties more particularly described in the First Schedule to Sixth Schedule hereunder and allotted Permanent Alternate Accommodation (new Flats/Shops/ Premises) in the proposed Building known as Nathani Square to the said Tenants/Occupants of old Buildings on ownership basis free of cost in lieu of their old tenements/ premises in the old Buildings as per the provisions of MHADA Act and Development Control Regulations for Greater Mumbai and scheme of redevelopment of the said properties.

[LXVII] By virtue of the said hereinbefore recited Development Agreement, Power of Attorney, Indentures, Deeds of Conveyance and Title Deeds, the Promoters/Developers alone has the sole and exclusive right to develop the aforesaid six properties, more particularly described in First Schedule to Sixth Schedule written hereunder, (hereinafter together referred to and called as the **"said**

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properties" for the sake of convenience), and construct Building, consisting of residential Apartments/Flats and non-residential Premises thereon and sell the saleable components, Apartments/Flats and Premises in the new Building known as Nathani Square being constructed by them on the said properties and to enter into Agreements with the Purchasers of Apartments/Flats, Shops/Premises and receive sale consideration in respect thereof.

[LXVIII] Copy of the Title Certificate of the said properties dated 30th June 2017, issued by Advocates M/S. CHANDRA NAIK & ASSOCIATES is annexed hereto as **Annexure-XIX**.

[LXIX] The Promoters/Developers have entered into a standard Agreement with an Architect M/s. A.P. Dharia & Associates, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

[LXX] The Promoters/Developers have appointed a Structural Engineer M/s. Hanware Consultants, who designed the structural design and drawings of the Building and the Allottees/Purchasers accept the professional supervision of the Architect and the Structural Engineer till the completion of the Building.

[LXXI] The Allottees/Purchasers have applied to the Promoters/ Developers for allotment of an Apartment/Flat No. **2114** on **21st** Floor situated in the Building known as Nathani Square being constructed on the said properties (hereinafter referred to as the "**said Apartment/Flat**"). The carpet area of the said Apartment/Flat admeasuring **302.00** sq.ft. is as per the sanctioned plan issued by the Municipal Corporation of Greater Mumbai.

[LXXII] The Allottees/Purchasers demanded from the Promoters/

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Developers and the Promoters/Developers have given inspection to the Allottees/Purchasers of all the documents of title relating to the said properties and the plans, designs and specifications prepared by the Promoters'/Developers' Architects M/s. A.P. Dharia & Associates, and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the rules made thereunder. The Allottees/Purchasers admit and confirm that they have taken full and complete inspection of the aforesaid documents, read the contents and fully understood the terms and conditions of the said documents and thus Allottees/Purchasers prior to the execution of these presents, have been satisfied about the title of the Promoters/Developers to the said properties described in the First to Sixth Schedule hereunder written, which the Promoters/Developers have been developing by construction of Building thereon and the Allottees/ Purchasers herein shall not make any claim, grievance and raise objection thereunder.

[LXXIII] The copy of the plan and specifications of the Apartment/Flat agreed to be purchased by the Allottees/ Purchasers, as proposed by the Promoters/Developers and as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure-XX**.

[LXXIV] While sanctioning the said plans concerned Local Authority and Government has laid down certain terms, conditions, stipulations and restrictions and further to be laid down while amending the sanctioned plan hereafter, which are to be observed and performed by the Promoters/Developers while developing the said properties and the said building and upon due observance and performance of which only the Completion or Occupation Certificates in respect of the said Building/Project shall be granted by the concerned

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Local Authority. The Promoters/Developers have accordingly commenced construction of the said Building in accordance with the said sanctioned plans.

[LXXV] Relying upon the said application, declaration and Agreement, the Promoters/Developers agreed to sell to the said Allottees/Purchasers, said Apartment/Flat at the price and on the terms and condition hereinafter appearing.

[LXXVI] Since the redevelopment project undertaken by the Promoters/Developers is an ongoing project when the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) came into effect, the Promoters/Developers has registered the Project as ongoing Project/under construction, under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at No. P51900010462.

[LXXVII] Under section 13 of the RERA the Promoters/Developers is required to execute a written Agreement for sale of said Apartment/Flat with the Allottees/Purchasers, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Promoters/Developers are constructing the said Building known as Nathani Square upto Twenty Two Floors on the said properties as may be sanctioned and amended by the concerned Local Authority from time to time.

1.a The Allottees/Purchasers hereby agree to purchase from the

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Promoters/Developers and the Promoters/Developers hereby agree to sell to the Allottees/Purchasers a residential Apartment/Flat being Apartment/Flat No. **2114** of carpet area admeasuring **302.00** sq.ft. on **21st** Floor in the Nathani Square Building being constructed on the said properties (hereinafter referred to as "**the Apartment/Flat**"), which is more particularly described in the Seventh Schedule hereunder written, as shown in the Floor Plan thereof annexed and marked above as Annexure-XX, for the consideration of **Rs.55,00,000/-** (Rupees Fifty Five Lakhs Only).

The Allottees/Purchasers before execution hereof, have paid to the Promoters/Developers, a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) by a cheque bearing Cheque No. 000066 dated 18.12.2023 of HDFC Bank, being part consideration. The Promoters/Developers doth hereby admit and acknowledge the receipt of said payment (being part consideration) of Rs.5,00,000/- (Rupees Five Lakhs Only) from the Allottees/ Purchasers.

The balance consideration of Rs.50,00,000/- (Rupees Fifty Lakhs Only) shall be paid by the Allottees/Purchasers to the Promoters/Developers within 15 (fifteen) days from the date of registration of this Agreement.

1.b The Total Price above, excludes the Taxes i.e. Value Added Tax, Service Tax, GST and Cess or any other similar taxes as applicable and Stamp Duty, which shall be paid by the Allottees/Purchasers.

1.c The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent Authority/Local Bodies/Government from time to time. The Promoters/Developers undertake and agree that while raising a

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demand on the Allottees/Purchasers for increase in development charges, cost or levies imposed by the competent Authorities etc., the Promoters/Developers shall enclose such necessary documents alongwith the demand letter being issued to the Allottees/Purchasers, which shall only be applicable on subsequent payments.

1.d The Promoters/Developers shall confirm the final carpet area that has been allotted to the Allottees/Purchasers after the construction of the Building is complete and the Occupancy Certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the carpet area and the total price payable for such increased/decreased carpet area of the Apartment/Flat by the respective parties i.e. Allottees/ Purchasers or the Promoters/Developers, as the case may be to the Allottees/Purchasers or the Promoters/Developers. The difference of such payment alongwith the GST/Taxes as applicable shall be made by either party at the same rate per square feet as agreed in clause 1.a of this Agreement.

1.e The Allottees/Purchasers authorize the Promoters/Developers to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the Promoters/Developers may in its sole discretion deem fit and the Allottees/Purchasers undertake not to object/demand/ direct the Promoters/Developers to adjust this payments in any manner.

2.1 The Promoters/Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, which may have been imposed by the concerned local Authority at the time of sanctioning the said plans subject to any amendment/change or thereafter and shall, before handing over possession of the Apartment/Flat to the Allottees/ Purchasers, obtain Occupation and/or Completion Certificate in respect of the Apartment/Flat from the concerned local

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Authority.

2.2 Time is an essence of the Contract for the Promoters/Developers as well as the Allottees/Purchasers. The Promoters/Developers shall abide by the time schedule for completing the Project and handing over the Apartment/Flat to the Allottees/Purchasers in the manner agreed under these presents and the common areas to the Society of the Allottees/Purchasers of the Building known as Nathani Square subject to force majeure clause after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottees/Purchasers shall make timely payments of the balance consideration and other dues payable by them and discharge obligations under these presents as provided in clause 1.a and 13 herein and other clauses under these presents.

3. The Promoters/Developers hereby declare that the Floor Space Index available as on date in respect of the said properties as per existing rules and policies under Regulation 33(7) of Development Control Regulations for Greater Mumbai and provisions of Mumbai Municipal Corporation Act, MRTP Act and MHADA Act as applicable to the said properties, which is duly sanctioned under the existing sanctioned plan and I.O.D. permission issued by the Municipal Corporation of Greater Mumbai. The Promoters/Developers are entitled to and have planned to utilize Floor Space Index of the said properties by availing of TDR or FSI or fungible FSI available on payment of premiums or FSI available as incentive FSI by implementing the scheme as mentioned in the Development Control Regulations for Greater Mumbai or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters/Developers informed to the Allottees/Purchasers and the Allottees/Purchasers are aware that the Promoters/Developers are entitled to and proposed to amend the sanctioned plan/s of the said Building for the

purpose of carrying out various terms and conditions laid down by the competent Authorities from time to time and to consume entire FSI of the said properties as may be available to the Promoters/Developers till the full Occupation Certificate/ Building Completion Certificate of the said Building/Project is/are issued by the Municipal Corporation of Greater Mumbai and other Local Authorities, wherein the said Apartment/Flat agreed to be sold to the Allottees/Purchasers herein. However, such amended sanctioned plan/s will not change the area, floor and internal specification of the said Apartment/Flat allotted herein to the Allottees/Purchasers. The Allottees/Purchasers hereby giving consent to the said proposed amendment to the sanctioned plans and for carrying out development of the said properties as contemplated under Section 14 of the Real Estate (Regulatory and Development) Act, 2016. The Allottees/ Purchasers have agreed to purchase the said Apartment/Flat based on the aforesaid representations and proposed construction to be carried out and sale of Apartments/Flats and Premises by the Promoters/Developers by utilizing the proposed FSI and on the understanding that the said FSI/proposed FSI shall belong to the Promoters/Developers only.

4. The Allottees/Purchasers are aware that the Promoters/ Developers had availed project loan from Dewan Housing Finance Corporation Ltd. for construction of the proposed Building.

5. The Promoters/Developers have disclosed the title of the said properties hereinabove including the charge thereon and hereby agree that they will disclose further information/title of the said properties to the Allottees/Purchasers and future encumbrances, charge, right, title, interest or claim of any third party in or over the said Building/properties, and shall, as far as practicable, ensure that the said properties are free from all encumbrances and that the Original Owner/the Promoters/ Developers has/have absolute, clear and marketable title to the

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said properties before conveying and assignment of lease of the said properties in favour of Co-operative Society of the Allottee(s)/Purchaser(s)/Occupants of Apartments/Flats/Shops in the proposed Building under the provisions of Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as "**the Society**"). It is made clear that the Promoters/Developers are entitled to borrow loan/avail finance and/or shifting from existing loan to new loan from any Financial Institution/s or Bank/s by creating/mortgaging the Apartments/Flats/ Premises in the said Building/properties excluding the Apartment/Flat which is being agreed to sold herein to the Allottees/Purchasers.

6.1 The Allottees/Purchasers agree to pay to the Promoters/ Developers penalty/interest at 12% per annum on all the amount which become due and payable by the Allottees/ Purchasers to the Promoters/Developers under the terms of this Agreement from the date the said amount is payable by the Allottees/Purchasers to the Promoters/Developers.

6.2 Without prejudice to the aforesaid and as described in sub clause (6.1) above, on the Allottees/Purchasers committing default in payment of balance consideration as contemplated in clause 1.a above and other payments payable on due date to the Promoters/Developers under these presents (including their proportionate share of taxes and GST payable/levied by concerned Government/Local Authority and other outgoings) and on the Allottees/Purchasers committing breach of any of the terms and conditions herein contained, the Promoters/ Developers shall be entitled at its own option and discretion, to terminate this Agreement and in such event, the Promoters/ Developers before termination of this Agreement, shall give notice of 15 (fifteen) days in writing to the Allottees/Purchasers by an email at the Email address provided by the Allottees/ Purchasers or by Courier or Registered Post A.D. at their address specified above, for rectifying the breaches and payment

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of any sum payable under these presents by the Allottees/ Purchasers to the Promoters/Developers. If the Allottees/ Purchasers fail to rectify the breach or breaches of this Agreement and failed to pay the aforesaid sum payable as called upon by the Promoters/Developers within the aforesaid 15 (fifteen) days' notice period, the Promoters/Developers shall be at liberty to dispose of and sell the Apartment/Flat to such person and at such price as the Promoters/Developers may in its absolute discretion think fit.

6.3 Upon termination of this Agreement as aforesaid, the Promoters/Developers shall refund to the Allottees/Purchasers (subject to adjustment and recovery of any liquidated damages, losses and dues or any other amount which may be payable to the Promoters/Developers) within a period of six months of the termination, the installments of sale price of the Apartment/Flat which may till then have been paid by the Allottees/Purchasers to the Promoters/Developers but the Promoters/Developers shall not be liable to pay to the Allottees/Purchasers any penalty/interest on the amount so refunded.

7. The Promoters/Developers, subject to payment of agreed sum under these presents by the Allottees/Purchasers to the Promoters/Developers, shall give possession of the Apartment/Flat to the Allottees/Purchasers on or before 31.12.2024 i.e. possession date mentioned in RERA registration. If the Promoters/Developers fail or neglect to give possession of the Apartment/Flat to the Allottees/Purchasers on account of reason beyond its control and of its agents by the aforesaid date subject to force majeure clause, and in such event, if the Allottees/Purchasers do not want the Apartment/Flat and desire to cancel this Agreement then the Promoters/Developers shall be liable on demand to refund to the Allottees/Purchasers the amounts already received by them in respect of the Apartment/Flat with penalty/interest at the same rate as may mentioned in the clause 6.1 hereinabove from the date the

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Promoters/Developers received the sum till the date the amounts and interest thereon is repaid.

8. The list of Amenities, fittings and fixtures, specifications and facilities to be provided to the Apartment/Flat Purchaser/s in the proposed Building subject to approval and granting permission by the Municipal Corporation of Greater Mumbai and other concerned Authorities, which is more particularly described in the Eighth Schedule written hereunder.

9. The Promoters/Developers shall be entitled to reasonable extension of time for giving delivery of the Apartment/Flat on the aforesaid date, if the completion of Building in which the Apartment/Flat is situated is delayed on account of force majeure and:

   a. non-availability of steel, other building material, water or electric supply;

   b. war, civil commotion, pandemic or act of God;

   c. any notice, order, rule, notification of the Government and/or other public or competent Authority.

   d. any prohibition/injunction order of any Court of Law, Authorities or stop work notice, change of rule and notification issued by the Local Authorities/Government in respect of said properties.

10.1 The Promoters/Developers upon completion of construction work of the Building or upon obtaining part or full Occupation Certificate from the competent Authority, shall offer in writing to the Allottees/Purchasers to take possession of the Apartment/Flat subject to payment of full consideration and other charges payable under this Agreement. The Allottees/ Purchasers agree to pay the maintenance, outgoings and other charges from the date of receipt of notice issued by the

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Promoters/Developers to the Allottees/Purchasers for taking possession of the said Apartment/Flat as determined by the Promoters/Developers.

10.2 **Failure of Allottees/Purchasers to take Possession of the Apartment/Flat:** Upon receiving a written intimation from the Promoters/Developers as per clause 10.1, the Allottees/ Purchasers shall take possession of the Apartment/Flat from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Developers shall give possession of the Apartment/Flat to the Allottees/Purchasers. In case the Allottees/Purchasers fail to take possession provided in clause 10.1, the Allottees/Purchasers shall liable to pay maintenance charges and other payments as applicable from the date of receipt of notice of taking possession of the Apartment/ Flat from the Promoters/Developers.

10.3 If within a period of five years from the date of handing over the Apartment/Flat to the Allottees/Purchasers, the Allottees/ Purchasers bring to the notice of the Promoters/Developers any structural defect in the Apartment/Flat or the Building in which the Apartment/Flat is situated then, wherever possible such defects shall be rectified by the Promoters/Developers at its own cost and in case it is not possible to rectify such defects, then the Allottees/Purchasers shall be entitled to receive compensation for such defect from the Promoters/Developers. If there is a dispute regarding any defect in the Building within a period of five years from the date of handing over possession, the matter shall, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under Section 72 of the Real Estate (Regulation and Development) Act, 2016.

11. The Allottees/Purchasers shall use the Apartment/Flat or any part thereof or permit the same to be used only for purpose of

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residence.

12.1 The Allottees/Purchasers along with other Allottee(s)/ Purchaser(s) of Apartments/Flats/Premises in the Building and the Tenants/Occupants of the old Buildings of the said properties to whom Permanent Alternate Accommodation were allotted in the proposed Building by the Promoters/Developers shall join in forming and registering the Society under the provisions of The Maharashtra Co-operative Societies Act, 1960 to be known by such name as the Promoters/Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Society and for becoming members including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters/Developers within seven days of the same being forwarded by the Promoters/Developers to the Allottees/Purchasers, so as to enable the Promoters/Developers to register the Society of Allottees/Purchasers. No objection shall be taken by the Allottees/Purchasers if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other competent Authority.

12.2 The Promoters/Developers shall upon obtaining Full Occupation Certificate and Building Completion Certificate of the said Building/Project and receipt of entire consideration and payments from the Allottees/Purchasers of all the Units/ Apartments/Flats/Premises being sold in the Building and charge of the said Building is handover to the Society, cause to be transferred to the Society of the existing Tenants/Occupants of the old Buildings and the Apartments/Flats Allottees/ Purchasers of the proposed Building known as Nathani Square all the right, title and interest of the Lessee/Owners/ Developers/Promoters in the said properties including the proposed Building therein in which the said Apartment/Flat is

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situated. All the Allottees/Purchasers including Allottees/ Purchasers herein and the Society shall co-operate with the Promoters/Developers and participate in the execution and registration of the Conveyance Deed/Lease Deed of the said properties.

12.3 From the date of receipt of notice in writing from the Promoters/ Developers by the Allottees/Purchasers that the Apartment/Flat is ready for use and occupation, the Allottees/Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment/Flat) of outgoings in respect of the said properties and Building namely local taxes, GST, maintenance charges, betterment charges or such other levies by the concerned local Authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said properties and Building. Until the Society is formed and the said Building is transferred to the said Society, the Allottees/Purchasers shall pay to the Promoters/ Developers such proportionate share of below-mentioned outgoings and charges in respect of said Apartment/Flat and thereafter to the Society. The Allottees/Purchasers further agree that till the Allottees'/Purchasers' share is so determined, the advance payment for outgoings of the said Apartment/Flat as described in clause 13 below, paid by the Allottees/Purchasers to the Promoters/Developers, the Promoters/Developers shall be entitled and be at liberty to appropriate the same or so much portion thereof and remaining amount if any shall not carry any interest and remain with the Promoters/Developers until a conveyance/assignment of lease of the Building/said properties is executed in favour of the Society as aforesaid. On such conveyance and/or assignment of lease of the said properties being executed, the balance payment if any, out of said outgoings amount received by the Promoters/Developers from the Allottees/Purchasers, (deduction towards various payments

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mentioned above/provided for in this Agreement) shall be paid over by the Promoters/Developers to the Society. The Allottees/ Purchasers undertake to pay such provisional monthly contribution and such proportionate share of outgoings once the provisional deposit towards outgoings paid by the Allottees/ Purchasers to the Promoters/Developers is adjusted any other outgoings payable as applicable in respect of said Apartment/Flat regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottees/Purchasers shall be regarded as the default on the part of the Allottees/ Purchasers and in addition to recover penalty/interest on such default of payment, shall entitle the Promoters/Developers to terminate this Agreement in accordance with the terms and conditions contained herein.

13. The Allottees/Purchasers on or before taking possession of the said Apartment/Flat shall pay/keep deposited with the Promoters/Developers, the following amounts:-

    a. Rs.600/- for share money, application entrance fee of the Society.

    b. Rs.25,000/- for formation and registration of the Society.

    c. Rs.__Nil__/- for proportionate share of municipal taxes (as applicable).

    d. Rs.87,000/- towards provisional monthly contribution towards outgoings of the Building/Society for 24 months.

    e. Rs.50,000/- towards Water, Electricity and other utility and services connection charges.

14. The Allottees/Purchasers shall pay to the Promoters/Developers a sum of Rs.20,000/- for meeting all legal costs, charges and

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expenses including professional costs of the Attorney-at-Law/ Advocates of the Promoters/Developers in connection for preparing its Rules, Regulations and Bye-laws and the cost of preparing and engrossing the Deed of Conveyance or Deed of Assignment of lease of the said properties to the Society.

15. At the time of registration of conveyance/assignment of the said properties and the Building, the Allottees/Purchasers shall pay to the Promoters/Developers, the Allottees'/Purchasers' share of stamp duty and registration fees payable by the said Society on such Deed of Conveyance/Deed of Assignment or any document or instrument of transfer in respect of the said properties to be executed in favour of the Society.

16. The terms and conditions, covenants of the aforesaid Agreement for Development, Power of Attorney, Deeds of Conveyance, Agreements for Permanent Alternate Accommodation entered into between the Tenants/Occupants of the old Buildings of the said properties and the Promoters/Developers/Owners, NOCs and Permissions, I.O.D., Sanctioned Plan, amended Sanctioned Plans issued by of the MCGM, MHADA and other Authorities and Title Deeds, described in the recital of these presents shall be binding upon the Allottees/Purchasers herein and the said Society.

17. The Allottees/Purchasers have further confirmed with the Promoters/Developers that an intimation forwarded by the Promoters/Developers to the Allottees/Purchasers at above-mentioned address of the Allottees/Purchasers or by Email for due payment of aforesaid balance consideration and other payments as stated in clause 1.a and 13 and other clauses under these presents shall be sufficient proof of communication to the Allottees/Purchasers. However, it is agreed by the Allottees/Purchasers that the failure to receive notice from the Promoters/Developers, requiring such payment of any amount shall not be an excuse for non-payment of any amount or

amounts due on their respective due dates.

18. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/DEVELOPERS**

The Promoters/Developers hereby represent and warrant to the Allottees/Purchasers as follows:-

i. The Promoters/Developers have clear and marketable title for redevelopment of said properties and for sale of said Apartment/Flat, as stated in the recital and title report annexed to this Agreement and have the requisite rights to carry out development upon the said properties and also have actual, physical and legal possession of the said properties for the implementation of the Project;

ii. The Promoters/Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

iii. There are no encumbrances upon the said properties or the Project except those disclosed in these presents and in the title report;

iv. There are no litigations pending before any Court of Law with respect to the redevelopment of said properties except those disclosed in the title certificate/report dated 30th June 2017, which is annexed hereto;

v. All approvals, licenses and permits issued by the competent Authorities with respect to the Project, said properties and said Building are valid and subsisting and have been obtained by following due process of Law. Further, all approvals, licenses and permits to be issued by the competent Authorities with respect to the Project, said

properties and said Building shall be obtained by following due process of Law and the Promoters/Developers have been and shall, at all times, remain to be in compliance with all applicable Laws in relation to the Project, said properties, Building and common areas;

vi. The Promoters/Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees/Purchasers created herein, may prejudicially be affected;

vii. The Promoters/Developers have not entered into any Agreement for sale and/or Development Agreement with any person or party with respect to the said properties including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottees/ Purchasers under this Agreement;

viii. The Promoters/Developers confirm that the Promoters/ Developers are not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottees/ Purchasers in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance Deed/Lease Deed of the said properties to the Society of the Allottees/ Purchasers and the Tenants/Occupants of the said properties and the Promoters/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building to the said Society;

x. The Promoters/Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the

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said project to the competent Authorities;

xi. No notice from the Government or any other Local Body or Authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said properties) has been received or served upon the Promoters/Developers in respect of the said properties and/or the Project except those disclosed in the recital and title report.

xii. The Promoters/Developers fail to complete and handover possession of the said Apartment/Flat within the prescribed period subject to force majeure clause as described in clause 9 above of these presents and in such event, the Allottees/Purchasers do not want the Apartment/Flat and desire to cancel this Agreement then the Promoters/Developers shall liable to pay on demand by the Allottees/Purchasers, the refund of payments made under these presents to the Promoters/Developers alongwith the penalty/interest at 12% per annum to the Allottees/Purchasers.

19. The Allottees/Purchasers or themselves with intention to bring all persons into whosoever hand the Apartment/Flat may come, hereby covenant with the Promoters/Developers as follows:-

i. To maintain the Apartment/Flat at the Allottees'/ Purchasers' own cost in good and tenantable repair and condition from the date of taking possession of the Apartment/Flat and shall not do or suffer to be done anything in or to the Building which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Apartment/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local Authorities, if required.

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ii. Not to store in the Apartment/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of the building in which the Apartment/Flat is situated or storing of which goods is objected to by the concerned Local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building, including entrances of the Building and in case any damage is caused to the Building or the Apartment/Flat on account of negligence or default of the Allottees/Purchasers in this behalf, the Allottees/ Purchasers shall be liable for the consequences of the breach.

iii. To carry out at their own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in the same condition, state and order in which it was delivered by the Promoters/Developers to the Allottees/Purchasers and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the concerned Local Authority or other Public Authority. In the event of the Allottees/ Purchasers committing any act in contravention of the above provision, the Allottees/Purchasers shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other Public Authority.

iv. Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Apartment/Flat is situated and shall keep the portion, sewers, drains and pipes in the

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Apartment/Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Flat and the Building without the prior written permission of the Promoters/Developers and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said properties and the Building in which the Apartment/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the said properties and the Building in which the Apartment/Flat is situated.

vii. Pay to the Promoters/Developers within fifteen days of demand by the Promoters/Developers, their share of security deposit and other charges as demanded by the concerned Local Authority or Government for giving water, electricity or any other service connection to the Building in which the Apartment/Flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the Apartment/Flat by the Allottees/Purchasers to any purposes other than for purpose for which it is sold.

ix. The Allottees/Purchasers shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/

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Flat until all the dues payable by the Allottees/Purchasers to the Promoters/Developers under these presents are fully paid up and only if the Allottees/Purchasers had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottees/ Purchasers have intimated in writing to the Promoters/ Developers and obtained written consent of the Promoters/ Developers for such transfer, assign or part with the interest, etc.

x. The Allottees/Purchasers shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Apartments/ Flats/Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of Government and other Public Bodies. The Allottees/ Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Apartment/Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi. Till an assignment of said properties/conveyance of the said properties/Building in which Apartment/Flat is situated is executed in favour of Society, the Allottees/ Purchasers shall permit the Promoters/Developers and their surveyors and agents, with or without workmen and others, at all reasonable time, to enter into and upon the said properties, Apartment/Flat and Building or any part thereof to view and examine the state and condition thereof.

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xii The Allottees/Purchasers are competent to enter into contract and are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc. contained herein.

20. The Allottees/Purchasers hereby admit, record and confirm that they have taken inspection of all the Agreements, Documents, Permissions, NOCs, etc., mentioned in these presents and the Allottees/Purchasers hereby covenant, agree and undertake to the Promoters/Developers that the Allottees/Purchasers shall and will from time to time and at all times hereafter abide by, observe, perform and carry out and comply with all the terms and conditions contained in the said Permissions, IOD, NOCs, and the terms and conditions and obligations to be performed and complied with by the Allottees/Purchasers under these presents and that the conditions that may be imposed hereinafter by the Government of Maharashtra, Mumbai Building Repairs and Reconstruction Board, M.C.G.M. or any other Authority and shall not do any act or commit any breach which may prejudicially or adversely affect the same.

21. The Promoters/Developers shall maintain a separate account in respect of sums received by the Promoters/Developers from the Allottees/Purchasers as advance or deposit on account of the share capital for the formation of the Co-operative Society and towards the outgoings, maintenance and legal charges and shall utilize the amounts only for the purposes for which they have been received.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in Law, of the said Apartment/Flat or of the said properties and Building or any part thereof. The Allottees/Purchasers shall have no claim save and except in respect of the Apartment/Flat hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property

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of the Promoters/Developers until the said Building and title of the said properties is transferred to the Society.

23. All rates, taxes, levies, duties, cesses whether applicable/ payable now or become applicable/payable in future including Tax/GST, cess, surcharges, etc. on any amount payable on the sale of said Apartment/Flat herein including on the outgoings of the said Apartment/Flat shall be borne and paid by the Allottees/Purchasers alone and such amount is due and payable by the Allottees/Purchasers together with the amount payable as per schedule of payment mentioned in clause 1.a and 13 and other clauses under these presents and the Promoters/Developers shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof.

24. **MISCELLANEOUS**

i. The Allottees/Purchasers will not claim compensation from any competent Authority or from the Promoters/Developers in respect of inadequate open space all around the project. The Allottees/Purchasers are aware and hereby confirm that they shall not object to the concessions availed by the Promoters/Developers for deficiency in open space.

ii. The Allottees/Purchasers have satisfied themselves with respect to the designs and materials for construction on the said properties.

iii. The Allottees/Purchasers agree and confirm that the sale consideration is derived on the basis of the Allottees/ Purchasers having agreed to pay the sale consideration as per the payment schedule more particularly specified in the clause 1.a hereinabove written and having agreed to comply with the terms and conditions of this transaction (including as mentioned herein).

25. **PROMOTERS/DEVELOPERS SHALL NOT MORTGAGE OR**

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CREATE A CHARGE

After the Promoters/Developers execute this Agreement they shall not mortgage or create a charge on the Apartment/Flat agreed to be allotted/sold herein and if any such mortgage or charge is made or created then notwithstanding anything contained in any other Law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottees/Purchasers in respect of said Apartment/Flat.

26. **LOAN AND MORTGAGE**

i. The Allottees/Purchasers shall be entitled to avail loan from a bank/financial institution and to mortgage the said Apartment/Flat by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoters/Developers. The Promoters/Developers shall permit and issue their respective no objection letter to the Allottees/Purchasers to enable them at sole risk, costs and expenses of the Allottees/Purchasers to obtain loan from the Bank and/or the Financial Institution/s by mortgaging the said Apartment/Flat. The Promoters/Developers shall however be entitled to refuse permission to the Allottees/Purchasers for availing any such loan and for creation of any such mortgage/charge, in the event the Allottees/Purchasers have defaulted in making payment of sale consideration and/or other amounts payable by the Allottees/Purchasers under this Agreement.

ii. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment/Flat, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Apartment/Flat, shall be solely and exclusively borne and incurred by the Allottees/Purchasers. The Promoters/

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Developers shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottees/Purchasers hereby agree that the Promoters/ Developers shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Apartment/Flat have not been paid and the Allottees/ Purchasers have no objection and hereby waive to raise any objection in that regard.

iii. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoters/Developers in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoters/Developers to receive the balance sale consideration and other balance amounts payable by the Allottees/Purchasers under this Agreement.

iv. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoters/Developers shall be entitled to extend the necessary assistance/ support as may be required under applicable Law.

27. **ENTIRE AGREEMENT**

This Agreement (including its Recitals and all Annexures annexed to this Agreement) alongwith its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, application, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Flat, as the case may be, whether by the Promoters/Developers, any agent, employee or representative of the Promoters/Developers, or any other person, including without limitation, arising out of any marketing material

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(including sales brochures, illustrative models/ representation/s, websites, etc.).

28. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES/ PURCHASERS/ SUBSEQUENT ALLOTTEES/ PURCHASERS**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees/Purchasers of the Apartment/Flat, in case of a transfer, as the said obligations go along with the Apartment/ Flat for all intents and purposes.

29. **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 reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. **EXECUTION AND BINDING EFFECT OF THIS AGREEMENT**

Upon receipt of necessary communication within such period from the Promoters/Developers by the Allottees/Purchasers by an email or the Registered Post A.D. or Courier for making payment of consideration and other dues payable by the Allottees/Purchasers more particularly described in clause 1.a and 13 and other clauses under these presents, the Allottees/ Purchasers shall pay the aforesaid payments to the Promoters/ Developers including stamp duty and registration fees on these presents and attend the office of the Promoters/Developers for execution of these presents and after execution of this

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Agreement by the Allottees/Purchasers and the Promoters/ Developers, the Allottees/Purchasers and the Authorised Signatory of the Promoters/Developers shall present this Agreement before the Joint/Sub-Registrar of Assurances at Mumbai for its registration. The Authorised Signatory of the Promoters/Developers and the Allottees/Purchasers shall attend the office of the Joint/Sub-Registrar of Assurances at Mumbai for admitting the execution and registration of these presents. It is further agreed between the parties hereto that failure on the part of the Allottees/Purchasers to make necessary payments on time to the Promoters/Developers as agreed under these presents hereinabove including payment of Stamp Duty on these presents before execution of this Agreement and payment of Registration Fees thereof, and attend the office of the Promoters/Developers and execute/sign the Agreement, the Allottees/Purchasers shall not held the Promoters/Developers responsible and liable for specific performance of this Agreement and they shall not call upon the Promoters/Developers to perform the Agreement and discharge various terms and conditions, obligations and covenants contained in these presents and in such event, at the option and discretion of the Promoters/Developers, the Promoters/ Developers at its option and discretion are entitled to cancel the application of the Allottees/Purchasers for allotment/purchase of said Apartment/Flat and in the event of such cancellation, all sums deposited by the Allottees/Purchasers in connection therewith including the booking amount shall be returned to the Allottees/Purchasers without any interest or compensation whatsoever but subject to recovery of any loss, charges and damages incurred by the Promoters/Developers in respect thereof.

31. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations

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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.

32. The Allottees/Purchasers and/or Promoters/Developers subject to compliances of terms and conditions of these presents shall present this Agreement as well as the Conveyance/Lease Deed of the said properties at the proper registration office for registration within the time-limit prescribed by the Registration Act and the Promoters/Developers will attend such office and admit execution thereof.

33. That all notices to be served on the Allottees/Purchasers and the Promoters/Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees/Purchasers or the Promoters/Developers by Registered Post A.D. or notified Email ID/Under Certificate of Posting at their address specified below:-

1) Mr. Mohammed Shahnawaz Mohammed Salim Siddique,
2) Mrs. Bushra Mohammed Shahnawaz Siddique.
262, Ibrahim Rehmatulla Road, 2nd Floor, Room No. 4,
Bhendi Bazar, Mandvi,
Mumbai - 400003.

PAN : CBWPS6254B
GRQPS7011Q

Aadhar Card No. : 5314-7929-2039
4609-5171-1350

Notified Email ID : siddshanu5487@gmail.com

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

M/s. A. Patni Realty Pvt. Ltd.
116, E.M. Merchant Road,
Off. Mohammedali Road,
Mumbai – 400003.

PAN : AAHCA9498C

Notified Email ID: apatnirealty@gmail.com

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

34. **JOINT ALLOTTEES**

That in case there are Joint Allottees/Purchasers all communications shall be sent by the Promoters/Developers to the Allottee/Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees/ Purchasers.

35. Until execution of a Deed of Conveyance or Deed of Assignment of the said properties in favour of the Society, the Promoters/ Developers shall have unrestricted rights to make additions/ alterations in the said Building being constructed upon the said properties, raise additional floor/s and/or put up additional structures, hoardings, advertising hoardings, Cell Towers on the terrace, etc. as per guidelines prescribed by the concerned Departments as may be permitted by MHADA, Mumbai Municipal Corporation and other competent Authorities. The Allottees/Purchasers consent to the Promoters/Developers redesigning the said Building and/or the layout of the said properties like the internal, passages, open spaces, gardens,

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parking spaces and such other areas in the said properties as the Promoters/Developers may desire subject to prior permissions of Authorities concerned and subject to the condition that the area and location of the said Apartment/Flat agreed to be sold/allotted herein in the said Building shall not be changed and the Allottees/Purchasers hereby agree and irrevocably consent not to raise any dispute or objections in that behalf and/or demand any rebate in the price of the said Apartment/Flat and payment mentioned in clause 1.a and 13 and other clauses under these presents and any compensation or damages.

36. The Promoters/Developers shall have full right and absolute authority and shall be entitled to, at any time hereafter to change, alter and amend the layout, sanctioned plans, designs, elevation, etc. and construction of proposed Building known as Nathani Square including construction of additional floor/s, Apartments/Flats/Premises including construction of Apartments/Flats/Premises/Units in the existing floors/ podiums/properties and the same is subject to permission of Local and other competent Authorities for which the Allottees/ Purchasers shall not have any objection and hereby irrevocably agreed and consented to the same and this consent given by the Allottees/Purchasers is to be considered and treated as Apartment/Flat Purchasers' consent (Apartment/Flat Purchasers' Resolution/Consent for correction/extension) under the provisions of Law as applicable. The Allottees/Purchasers shall from time to time sign and execute the necessary papers and documents required to be submitted to the Maharashtra Real Estate Regulatory Authority (RERA) and other Authorities as may be directed by the Promoters/Developers.

37. The Promoters/Developers shall be entitled to alter/change the terms and conditions of the Agreement relating to the unsold Units/Shops/Apartments/Flats in the Building of which the aforesaid Apartment/Flat form part of and the Allottees/

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Purchasers shall have no objection and hereby consent to the same.

38. The Allottees/Purchasers shall be responsible for and indemnify and keep indemnified, the Promoters/Developers, of from and against all damages, actions, claims, demands, costs, charges, expenses and penalty, prosecutions, proceedings relating to the said Apartment/Flat or any part of the said Building or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottees/Purchasers and shall also indemnify and keep indemnified, the Promoters/Developers from and against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Promoters/Developers as a result of any act, omission or negligence of the Allottees/Purchasers or the servants, agents, licensees, invitees or visitors of the Allottees/Purchasers and/or any breach or non-observance by the Allottees/Purchasers of the Allottees'/Purchasers' covenant and/or any of the terms and conditions of this Agreement which are to be observed and performed by the Allottees/Purchasers.

39. Notwithstanding what is agreed hereinabove, the Promoters/ Developers shall have a first lien and charge on the said Apartment/Flat agreed to be acquired by the Allottees/ Purchasers in respect of all payments, amount/s (including penalty/interest thereon) which become due and payable by the Allottees/Purchasers to the Promoters/Developers (payable by the Allottees/Purchasers as agreed under these presents) till such time as the said outstanding amounts (including penalty/ interest thereon) are paid to the Promoters/Developers.

40. The Promoters/Developers shall not be liable to share the outgoings as aforestated in any way in respect of the unsold Apartments/Flats/Premises. The Promoters/Developers shall bear the Municipal Assessments & Property Tax levied by Local Authority if any payable but shall not be required to pay other

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outgoings including maintenance of lifts, water-pumps, water, security, common lighting, repairs and other charges and expenses as recorded hereinabove.

41. The Stamp Duty and Registration Fees payable on this Agreement shall be borne and paid by the Allottees/Purchasers.

42. **GOVERNING LAW**

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

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

FIRST SCHEDULE PROPERTY

All that piece and parcel of land or ground together with messuages, tenements or building standing thereon situate lying and being at Chunam Kiln Road or Attar Mohalla, Mumbai, containing by admeasurements 113 square yards equivalent to 94.48 square meters or thereabouts and bearing Collector's No. Part of 3001, New Survey No. 2986 and bearing Cadastral Survey No. 1315 of Mandvi Division and assessed by B.M.C. under B-Ward No. 3160 and Street Nos. 33 & 2;

SECOND SCHEDULE PROPERTY

All that piece and parcel of land or ground together with the messuages, tenements or building known as Mistry Manzil standing thereon situate lying and being at Kambekar Street, Mumbai, containing by admeasurements 192 square yards equivalent to 160.53 square meters or thereabouts and bearing Collector's New No.

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Part of 2986, New Survey No. 3001 and bearing Cadastral Survey No. 1337 of Mandvi Division and assessed by B.M.C. under B-Ward No. 2637 and Old Street Nos. 226-228 and New Street No. 70;

THIRD SCHEDULE PROPERTY

All that piece and parcel of land or ground together with the messuages, tenements or dwelling house or building known as Batatawala Building was standing thereon situate lying and being at Kambekar Street, Mumbai, without the Fort and in registration Sub-District at Mumbai containing by admeasurements 257 square yards equivalent to 215.26 square meters or thereabout and forming part of New Survey No. 3001 and bearing Cadastral Survey No. 1338 of Mandvi Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under B-Ward No. 2634, 2635 and 2636 and Old Street Nos. 222, 224, A/224, 218, 220 and New Street Nos. 72-74;

FOURTH SCHEDULE PROPERTY

All that piece and parcel of free hold land or ground together with messuages, tenements or building which was standing thereon situate, lying and being at Kambekar Street, Mumbai, containing by admeasurements 290 square yards equivalent to 242.47 square meters or thereabouts and registered in the books of the Collector of Land Revenue under Old Nos. 1627, 1693 and 1794, New Survey No. 3001 and bearing Cadastral Survey No. 1339 of Mandvi Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under B-Ward No. 2633 and Old Street Nos. 214-216 and New Street No. 76;

FIFTH SCHEDULE PROPERTY

All that piece and parcel of land or ground together with the messuages, tenements or building known as Garib Nawaz Manzil, which was standing thereon situate lying and being at Kambekar Street, Mumbai, containing by admeasurements 299 square yards equivalent to 250 square meters or thereabouts and bearing

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Collector's No. Part of 3001, New Survey No. 2986 and bearing Cadastral Survey No. 1340 of Mandvi Division and assessed by B.M.C. under B-Ward No. 2632 and Old Street Nos. 210-212 and New Street No.78;

SIXTH SCHEDULE PROPERTY

All that piece or parcel of land or ground of the perpetual Fazandari Tenure together with the building comprising of ground plus 5 upper floors standing thereon situate, lying and being at Kambekar Street without the Fort of Bombay in the Registration Sub-District of Bombay, containing by admeasurements 393 square yards i.e. 328.60 square meters or thereabouts and assessed by the Collector of Land Revenue under New Survey No. 3001, Cadastral Survey No. 1341 of Mandvi Division and assessed by the Bombay Municipality under B-Ward Nos. 2630 and 2631, Street Nos. 204, 206, 208, 208A.

SEVENTH SCHEDULE OF THE APARTMENT/FLAT

A residential Flat being Apartment/Flat No. 2114, admeasuring of 302.00 sq. ft. carpet area on 21st Floor in the Building known as "Nathani Square" being constructed on the said properties bearing Cadastral Survey Nos. 1315, 1337, 1338, 1339, 1340 & 1341 of Mandvi Division, Chunam Kiln Road & Kambekar Street, Mumbai – 400003, more particularly described in the First to Sixth Schedule hereinabove.

EIGHTH SCHEDULE ABOVE NAMED

LIST OF AMENITIES TO BE PROVIDED TO THE SAID APARTMENT/FLAT BEING ALLOTTED TO THE ALLOTTEES/ PURCHASERS AND IN THE BUILDING KNOWN AS NATHANI SQUARE SUBJECT TO APPROVAL AND GRANTING PERMISSION BY THE MUNICIPAL CORPORATION OF GREATER MUMBAI AND OTHER CONCERNED AUTHORITIES

- 5 High Speed Elevators.
- Large capacity water tank to facilitate 24/7 water supply.

THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
निबंधक मुंबई शहर क्र. १ बांद्रा शिवडी

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- Intercom facility.
- Earthquake resistant RCC structure.
- Decorative Entrance Gate.
- Vitrified Floorings.
- Anodized Finished Aluminium Sliding.
- Veneer Finished Doors.
- P.O.P. Finished walls with premium quality paints.
- Superior quality bathroom fittings.
- Full height tiles in bathrooms.
- Granite platform with stainless steel sink in kitchen.
- Ceramic Dado tiles above kitchen platform.
- Premium and adequate electric points throughout the space.

SIGNED, SEALED AND DELIVERED)
by the withinnamed "Promoters/Developers")
A. PATNI REALTY PVT. LTD.)
through its Director)
Mr. Adnan Aslam Patni)
in the presence of .....)

For A. PATNI REALTY PRIVATE LIMITED

Director

1. _____

2. _____

SIGNED AND DELIVERED)
by the withinnamed "Allottees/Purchasers")
1) MOHAMMED SHAHNAWAZ)
MOHAMMED SALIM SIDDIQUE)
2) BUSHRA MOHAMMED SHAHNAWAZ)
SIDDIQUE)
in the presence of .....)

1. _____

2. _____

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
MUMBAI

RECEIPT

RECEIVED of and from the withinnamed Allottees/Purchasers a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) by a cheque bearing Cheque No. 000066 dated 18.12.2023 of HDFC Bank, being part consideration for sale of the said Apartment/Flat No. 2114, paid by the Allottees/Purchasers to us.

We say received:

A. PATNI REALTY PVT. LTD.
through its Director
Mr. Adnan Aslam Patni

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ANNEXURE-I

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ
(म्हाडाचा घटक)
MUMBAI BUILDING REPAIRS AND RECONSTRUCTION BOARD
(A MHADA UNIT)

म्हाडा
MHADA

NO OBJECTION CERTIFICATE

No.R/NOC/F-1995/ 5978 /MBRRB-11
Dated:- 19 DEC 2011

To,
M/s Patni Realty Pvt.Ltd.,
116, E.M. Merchant Road,
of Mohammedali Road,
Mumbai- 400 002.

Sub :- Redevelopment of property at C.S.No.1315 of Mandvi Divn., bearing cess No.B-3160, situated at 13, Chunam Kiln Road, Mumbai.

Ref :- Your Architect M/s. A.P. Dharia & Associates letter dated 17.08.2011 addressed to the Executive Engineer "B1" Divn/ MBRRB.

With reference to the above subject matter and letter under reference "No Objection Certificate" is hereby granted for redevelopment of captioned property with FSI 3.00 or the FSI required for rehabilitation of existing occupiers plus 50% incentive FSI, whichever is higher, in accordance with the modified D.C. Regulation 33(7) and Appendix – III of this Regulation sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999, Notification No.TPB 4308/ 3224/ CR-268/08 /UD-11 dated 02nd March 2009 and Notification No.TPB 4308/ 3224/CR-268/2008/A/UD-11 dated 21 May 2011, on the following terms and conditions :

C.O.I.R.R.

1) All the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to the minimum carpet area of 27.88 sq.mt. (300 sq.ft. fixed) and/or maximum carpet area 70 sq.mt. (753 sq.ft.) as provided in the MH&AD Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Provided that if carpet area for residential purpose exceeds 70.00 sq.mt. (753 sq.ft.) the cost of construction shall be paid by tenant/occupant to the developer. The cost of construction shall be as per Ready Reckoner rate of that year. However, the carpet area exceeding 70.00 sq.mt. (753 sq.ft.) shall be considered for rehab FSI but shall not be considered for incentive FSI. Accordingly the plans be got approved from M.C.G.M. as per the clause 16 of Appendix-III of the Notification dated 02nd March 2009.

गृहनिर्माण भवन, बांद्रे (पूर्व), मुंबई-४०००५१,
दूरध्वनी क्रमांक : २६५९०४७२, ५६४०५३१८
फॅक्स : (०२२) २६५९ १३९७ / २०५८, पत्रपेटी क्रमांक : ८१३५

Griha Nirman Bhavan, Bandra (East) Mumbai 400 051
Phone : 26590472, 56405318 Fax : (022) 2659 1397 / 2058
Post Box : 8135

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2) The tenements in the reconstructed building shall be allotted by the landlords / occupants' co-operative housing society to the occupiers as per the list certified by the Mumbai Building Repairs & Reconstruction Board.

3) There shall not be any discrimination in providing rehab area to all occupants. The minimum & maximum area shall be as per rules & no clubbing of areas is allowed.

4) After issue of this NOC & till giving possession of tenements to the original occupiers in the new building, sale/transfer of tenancy rights by any of the original occupiers to any one shall not be allowed under any circumstances. Rehab tenements shall not be transferred for a period of Ten years from the date of occupation. Restriction on transfer of tenements shall be governed by provision of Rent Control Act till Coop. Society is formed and after that the same shall be governed by the provision of Maharashtra Co-op. Society's Act.

5) The NOC holder will have to pay an expenditure, amounting to ₹1,07,466/-incurred by the Board towards structural repairs/propping / demolition, processing of reconstruction scheme/land acquisition etc. at the office of the Asstt. Accounts Officer (Zone-III) /MBRRB & produce certified xerox copy of receipt of payment to this office before issue of Commencement Certificate above plinth by MCGM. In future, if additional expenditure over & above ₹1,07,466/- found incurred by the Board, the same will also have to repaid to the Board as & when Board demands.

6) The plans of the proposed building shall be submitted to MCGM within six months from the date of issue of this NOC positively for its approval, failing which right is reserved by this office to cancel the NOC. As far as possible provision of tenements of 300.00 sq.ft. to 350.00 sq.ft. carpet area shall be made in the proposed building plans for handing over to this office on account of surplus Built Up Area to be surrendered to the Board as per condition No.11 of this NOC.
After issue of IOD and approval to plans by MCGM.
   i) Plans showing the tenements to be surrendered to MBRRB shall be shown prominently and copy of the same shall be submitted to MBRRB.
   ii) The tenements to be surrendered shall be mortgaged in the name of MBRRB by way of registered deed within 15 days from issue of IOD by MCGM.
   This shall be clearly shown in the proposed / approved building plans, otherwise permission for obtaining occupation certificate will not be granted.

7) The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme in a prescribed proforma by every month till completion of scheme to the Executive Engineer, "B1" Divn/ MBRRB under intimation to this office. The Executive Engineer, "B1" Divn./MBRRB shall supervise the construction work for rehab portion of existing tenants & surplus tenement made available to the Board as per

the norms of building bye laws & DCR 33(7). He shall also ensure that the condition No. 6 should be strictly adhered to.

8) Recovery of cess shall be discontinued from the date of issue of Commencement Certificate by MCGM. The NOC holder will have to furnish the certificate from the concerned Officer of MCGM to the effect that the repair cess is paid upto that date, before demanding occupation certificate to the newly constructed building.

9) During the period of reconstruction, the NOC holder have to provide temporary transit accommodation to the occupiers of old building. Such Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by M.C.G.M. for the reconstructed building.

10) If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.

11) The NOC holder has to surrender a surplus built up area as per III rd Schedule of MHAD Act-1976.

The exact surplus built up area if any as provided in the IIIrd Schedule of MHAD Act-1976, shall be communicated to you after you submit to this office the plans of proposed buildings with permissible FSI, duly approved by MCGM. The surplus area, if any required to be surrendered to the Board will have to be made available to the Board at an amount as may be decided by the Board.

12) The NOC holder will have to execute Agreement with MHADA/ MBRRB in respect of surrendering surplus Built up Area in accordance to the provisions of DCR 33(7), as per 3rd schedule of MHAD Act 1976 within 30 days after approval of IOD/ plans by MCGM and prior to issue of Commencement Certificate by MCGM on ₹ 100/- Stamp Paper. The MCGM shall not grant Commencement Certificate or any further permission unless the Agreement is duly executed between NOC holder and MHADA/ MBRRB and letter to that effect is issued by MBRRB.

C.O. I&R.

13) The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.

14) After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap/collapse occurs, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap/collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1

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It shall be your sole responsibility henceforth to carry out repairs to the old cess building at your risk and cost, whenever such repairs are deemed to be necessary as decided by the M.B.R.& R. Board.

15) The proposal of issue of NOC for obtaining occupation certificate from MCGM to the newly constructed building will have to be submitted in the office of the Executive Engineer, "B1" Divn/MBRRB alongwith the following documents / information.
   a) Copy of approved plan alongwith copy of IOD & C.C. from M.C.G.M. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan alongwith carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area & proposed allotted area.
   b) The concerned Architect & NOC Holder/Developer should give certificate that the newly constructed building is in accordance with the plans approved by MCGM & the tenements constructed for rehabilitation of the occupiers of cessed building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.
   c) Certified copies of agreements executed between the occupiers & NOC Holder/Developer.
   d) Photographs of the newly constructed building taken from various angles.

16) NOC for full and final Occupation Certificate for any free sale building/component will be given only after all the old occupants, as certified by the Executive Engineer, "B1" Divn/MBRRB including those who may be staying in the Board's transit camps, have been re-housed in the newly constructed building (s) by complying with the requirements as stated in Sr. No.15 (a) to (d) above and only after surrendering surplus built- up area as per IIIrd Schedule of MH&AD Act, 1976, if any.

17) If it is subsequently found that the documents/information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences/losses, if any thereof if arises in future. If authenticity of no. of occupants prior to 13.06.1996 as per list found fake or bogus the surplus area will be worked out accordingly & the same will be binding on NOC holder. In such cases the NOC holder have to make good the losses if any to the Board.

18) In case of mix of the structures i.e. cessed & non cessed structures and if the area of non cessed structures existing prior to 30.09.1969, area of land component under non-cessed structure works out upto a limit of 25% of plot area, then FSI shall be considered on total plot area. If this area exceeds 25% of the total area, then area above 25% shall be deducted from plot area. FSI for deducted area shall be as per regulation 32 and the remaining plot area shall be as per 33(7).

19) Necessary trial pits/trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be

designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. consultant/structural Engineer, registered with MCGM.

20) As far as possible separate building for rehabilitation of existing tenants & for the purpose of free sale, taking into account the plot area of the captioned property shall be constructed. The NOC holder has to form the independent Co.Op.Hsg. Society for rehab building of tenants as well as for free sale component after giving possession to the existing tenants & prospective buyers.

21) If any tenant/occupant of existing building is staying in MBRR Board's Transit Camp then it shall be binding on the NOC holder to shift them from Transit Camp and provide them suitable alternate accommodation from the date of issue of NOC till rehabilitating them in newly constructed building at his risk and cost. The rent for tenant / occupant staying in Transit Camp shall be paid as per the prevailing policy of MHADA during intervening period.

22) The NOC holder shall execute Agreement with all the tenants / occupants stating therein the rehabilitation area agreed to be provided apart from other terms & conditions. The copy of such agreement shall be submitted to MHADA / MCGM before issue of Commencement Certificate by MCGM.

23) If the NOC holder proposes to construct separate buildings for rehab and free sale, then the Commencement Certificate for free sale buildings shall be issued only after the work of all rehab buildings reached above plinth.

24) A corpus fund will have to be created by the developer which will take care of the maintenance of the new building for a period of 10 years.

25) The updated Property Register Card in the name of the owner / NOC holder shall be submitted before issue of Commencement Certificate by MCGM and before demolition of building.

Encl.: List of certified tenants.

Chief Officer,
M.B.R.& R.Board, Mumbai.

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ANNEXURE-II

Division: MAHEVI
Register No. 135
Page No. 7

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
(Prepared under Section 287 of the Maharashtra Land Revenue Act, 1966)

Fed by: S.O.Badarkar
Validated by : SHRI G. P. DHOIRE

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq.Yds/Mts.	7. Langhtonn Survey No.	8. Collectors New No. (Collectors Rent Roll No.)
171	CHOKAR KILN LANE	[33 & 2],13,'B' WARD (3160) 3166,ST.NOS.[33-2] 13	1315	[PENSION & TAX] L.T.A.	SQ.YARDS (113.00) SQ.METERS 94.48	PART OF 3001	2906 ([NO IN CRR.NO.516]) L.T.A.C.R.R.NO.1557

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Devolution of Title
VIDE COL.17	(A)- -VIDE C.S.NO.1301 -(FAZINDAR)- (B)-A-[THE PROVIDENT INVESTMENT CO.LTD.] -[(HOLDERS)]- (C)-B-[AKBARALLY GULAMALLY KHAMBATTI] [-(HOLDER)-] (D)-C-[MRS.ARIFA W/O.NISSAR AHMED]-DIED ON DT.08-01-2007 (E)-D-[MR.NISAR AHMED ABDUL RAZAK] E-[MR.MEHTB S/O.NISAR AHMED] F-[MR.SAHEER S/O.NISAR AHMED] G-[MR.JUNAID S/O.NISAR AHMED] H-[MR.MOHAMMED ZAID S/O.NISAR AHMED] (F)-I-A PATNI REALTY PVT.LTD. - HOLDER -	(B)-[CONVEYANCE DT.15.5.35 FROM PHIROZE BENDRANJI MALGARI & ORS.FOR - RS.8,000/-] (C)-(DEED NO.8434) CONVEYANCE DT.1.12.1961 FROM 'A'IN COL.10 TO 'B'IN COL.10 FOR RS.10,500/- TR.NO.C/116-9-1962 (D)-(DEED NO.PBDE-3117/1989) CONVEYANCE DATED.16-11-1989 & (REGD.ON 21-07-2011) FROM 'B' IN COL.10 TO 'C' IN COL.10 FOR RS.30,000/- VIDE MUT.TR.NO.298/2016 (E)-(DEED NO.BDE-1/6603/2011) DECLARATION CUM INDEMNITY BOND DATED.25-07-2011 (REGD.ON 25-07-2011) MADE BY 'D' TO 'H' IN COL.10 STATING THAT 'C' IN COL.10 DIED WITHOUT MAKING ANY WILL AND THEY ARE THE ONLY LEGAL HEIRS & REPRESENTATIVES OF THE DECEASED IN THIS PPTY.HENCE NAME OF 'C' IN COL.10 IS DELETED VIDE MUT.TR.NO.299/2016 (F)-(DEED NO.BDE-1/6604/2011) CONVEYANCE DATED.25-07-2011 & (REGD.ON 25-07-2011) FROM 'D','E','F','G' & 'H' IN COL.10 TO 'I' IN COL.10 FOR RS.10,00,000/- VIDE MUT.TR.NO.300/2016	- Nil -

13. Original Grant from Govt., if any	14. Lease from Public Body or Fazindar	15. Ground Rent due to Public Body or Fazindar	16. Superintendents Initial
- Nil -	- Nil -	S - - YEARLY	(C)-SD/-30.5.62, SD/-31.5.62 SUPDT. (D)-SD/-6-8-2016,SD/-08-08-2016,SD/-8-8-16 SUPDT.N.C.S.& L.R. (E)-SD/-6-8-2016,SD/-08-08-2016,SD/-8-8-16 SUPDT.N.C.S.& L.R. (F)-SD/-6-8-2016,SD/-08-08-2016,SD/-8-8-16 SUPDT.N.C.S.& L.R.

17. Remarks	9. Continued
ASSESSMENT INCLUDED IN C.S.NO.1302	Assessment Levied/Fixed as per TAB Act, 1969 and vide Col.No.17

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

12. Remarks	9. Continued
ASSESSMENT FIXED AS PER TAB ACI,1949 AND VIDE ORDER NO.REV/TAB/1/SR-1 /NS-4 C.S.NO.1315 DT.5.6.89 ISSUED BY THE DEPUTY COLLECTOR TENURE - ABOLITION BRANCH,BOMBAY CITY.ORDER FILED IN FILE NO.S/N1/NISC/NANDYY DIVISION SD/-26.11.90 THE ENTRY IN COL.NO.3 STREET NO.BENTTOREO AS 33 & 2 'B' WARD ST.NOS. 33-2 NOW CORRECTED AS STREET NO.13,"B" WARD 3166,31 NO.13 AS PER LETTER NO.A.A.E C/B/1409/2011-2012 DT.15-11-2011 ISSUED BY ASST1.ASSES -SOR & COLLECTOR 'B' WARD M.C.G.M. VIDE MUTATION TR.NO.14/2012 SD/-14-02-12,SD/-15-02 A.S.,SD/-17-02-2012 SUPDT. M: -THE HON.MR.EBRAHIMBHOY RAHIMTULLA & JAFFERBHOY RAHIMTULLA - (MORTGAGEES)- -MORTGAGE VIDE C.S.NO.1301	(or first 10 Years (i) 1-8-1971 to 31-7-1981 Rs. 60.80 P.A. (ii) 1-8-1981 to 31-7-1991 Rs. 152.00 P.A. (iii) 1-8-1991 to 31-7-2001 Rs. 304.00 P.A. (iv) 1-8-2001 to 31-7-2011 Rs. 456.00 P.A. For last 10 Years (v) 1-8-2011 to 31-7-2021 Rs. 608.00 P.A.

Name of Applicant: SAHEED MAHALAY
Date of Application:08/08/2016
Fee recivered: Rs.[illegible]50.00
Reference of issue: 2[illegible]0162
Date of issue : 10 AUG 2016

(Rectangular "[ ]" Brackets shows entry deleted)

Note :- This is a true copy of the extract of C.S Register which form part of this office record and the area of the property referred to therein is [illegible] as extent.

[illegible]

NOTE:- LAND REVENUE IS IN ARREARS

[illegible]
[illegible]-2016
Assistant Superintendent Cum
City Survey Officer No. 1/2 Mumbai.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1

ANNEXURE-III

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ
(म्हाडाचा घटक)
MUMBAI BUILDING REPAIRS AND RECONSTRUCTION BOARD
(A MHADA UNIT)

म्हाडा
MHADA

NO OBJECTION CERTIFICATE

No.R/NOC/F-1993/ 5977 /MBRRB-11
Dated:- 19 DEC 2011

To,
M/s A Patni Realty Pvt. Ltd.,
116E, M. Merchant Road,
off Mohammed Ali Road,
Mumbai- 400 003.

Sub :- Redevelopment of property at C.S.No.1337 of Mandvi Divn, Building No.70, bearing cess No.B-2367, situated at Kambekar Street, Mumbai.

Ref :- Your Architect M/s A.P. Dharia & Associates, letter dated 17.08.2011 addressed to the Executive Engineer "B2" Divn/MBRRB.

With reference to the above subject matter and letter under reference "No Objection Certificate" is hereby granted for redevelopment of captioned property with FSI 3.00 or the FSI required for rehabilitation of existing occupiers plus 50% incentive FSI, whichever is higher, in accordance with the modified D.C. Regulation 33(7) and Appendix – III of this Regulation sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999, Notification No. TPB 4308/ 3224/ CR-268/08/UD-11 dated 02nd March 2009 and Notification No.TPB 4308/ 3224/CR-268/2008/A/UD-11 dated 21 May 2011, on the following terms and conditions :

E.O.IB

1) All the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to the minimum carpet area of 27.88 sq.mt. (300 sq.ft. fixed) and/or maximum carpet area 70 sq.mt. (753 sq.ft.) as provided in the MH&AD Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Provided that if carpet area for residential purpose exceeds 70.00 sq.mt. (753 sq.ft.) the cost of construction shall be paid by tenant/occupant to the developer. The cost of construction shall be as per Ready Reckoner rate of that year. However, the carpet area exceeding 70.00 sq.mt. (753 sq.ft.) shall be considered for rehab FSI but shall not be considered for incentive FSI. Accordingly the plans be got approved from M.C.G.M. as per the clause 16 of Appendix-III of the Notification dated 02nd March 2009.

गृहनिर्माण भवन, बांद्रे (पूर्व), मुंबई-४०००५१,
दूरध्वनी क्रमांक : २६५९०४७२, ५६४०५३१८
फॅक्स : (०२२) २६५९ १३९७/२०५८, पत्रपेटी क्रमांक : ८१३५

Griha Nirman Bhavan, Bandra (East), Mumbai 400 051.
Phone : 26590472, 56405318, Fax : (022) 2659 1397 / 2058
Post Box : 8135

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

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2) The tenements in the reconstructed building shall be allotted by the landlords / occupants' co-operative housing society to the occupiers as per the list certified by the Mumbai Building Repairs & Reconstruction Board.

3) There shall not be any discrimination in providing rehab area to all occupants. The minimum & maximum area shall be as per rules & no clubbing of areas is allowed.

4) After issue of this NOC & till giving possession of tenements to the original occupiers in the new building, sale/transfer of tenancy rights by any of the original occupiers to any one shall not be allowed under any circumstances. Rehab tenements shall not be transferred for a period of Ten years from the date of occupation. Restriction on transfer of tenements shall be governed by provision of Rent Control Act till Coop. Society is formed and after that the same shall be governed by the provision of Maharashtra Co-op. Society's Act.

5) The NOC holder will have to pay an expenditure, incurred by the Board towards structural repairs/propping / demolition, processing of reconstruction scheme/land acquisition etc. at the office of the Asstt. Accounts Officer (Zone-III) /MBRRB & produce certified xerox copy of receipt of payment to this office before issue of Commencement Certificate above plinth by MCGM.

6) The plans of the proposed building shall be submitted to MCGM within six months from the date of issue of this NOC positively for its approval, failing which right is reserved by this office to cancel the NOC. As far as possible provision of tenements of 300.00 sq.ft. to 350.00 sq.ft. carpet area shall be made in the proposed building plans for handing over to this office on account of surplus Built Up Area to be surrendered to the Board as per condition No.11 of this NOC.
After issue of IOD and approval to plans by MCGM.
   i) Plans showing the tenements to be surrendered to MBRRB shall be shown prominently and copy of the same shall be submitted to MBRRB.
   ii) The tenements to be surrendered shall be mortgaged in the name of MBRRB by way of registered deed within 15 days from issue of IOD by MCGM.
   This shall be clearly shown in the proposed / approved building plans, otherwise permission for obtaining occupation certificate will not be granted.

7) The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme in a prescribed proforma by every month till completion of scheme to the Executive Engineer, "B2" Divn/ MBRRB under intimation to this office. The Executive Engineer, "B2" Divn./MBRRB shall supervise the construction work for rehab portion of existing tenants & surplus tenement made available to the Board as per the norms of building bye laws & DCR 33(7). He shall also ensure that the condition No. 6 should be strictly adhered to.

8) Recovery of cess shall be discontinued from the date of issue of Commencement Certificate by MCGM. The NOC holder will have to furnish the certificate from the concerned Officer of MCGM to the effect that the repair cess is paid upto that date, before demanding occupation certificate to the newly constructed building.

9) During the period of reconstruction, the NOC holder have to provide temporary transit accommodation to the occupiers of old building. Such Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by M.C.G.M. for the reconstructed building.

10) If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.

11) The NOC holder has to surrender a surplus built up area as per III rd Schedule of MHAD Act-1976.

The exact surplus built up area if any as provided in the IIIrd Schedule of MHAD Act-1976, shall be communicated to you after you submit to this office the plans of proposed buildings with permissible FSI, duly approved by MCGM. The surplus area, if any required to be surrendered to the Board will have to be made available to the Board at an amount as may be decided by the Board.

12) The NOC holder will have to execute Agreement with MHADA/ MBRRB in respect of surrendering surplus Built up Area in accordance to the provisions of DCR 33(7), as per 3rd schedule of MHAD Act 1976 within 30 days after approval of IOD/ plans by MCGM and prior to issue of Commencement Certificate by MCGM on ₹ 100/- Stamp Paper. The MCGM shall not grant Commencement Certificate or any further permission unless the Agreement is duly executed between NOC holder and MHADA/ MBRRB and letter to that effect is issued by MBRRB.

13) The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.

14) After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap/collapse occurs, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap/collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.

It shall be your sole responsibility henceforth to carry out repairs to the old cess building at your risk and cost, whenever such repairs are deemed to be necessary as decided by the M.B.R.& R. Board.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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15) The proposal of issue of NOC for obtaining occupation certificate from MCGM to the newly constructed building will have to be submitted in the office of the Executive Engineer, "B2" Divn/MBRRB alongwith the following documents / information.
   a) Copy of approved plan alongwith copy of IOD & C.C. from M.C.G.M. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan alongwith carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area & proposed allotted area.
   b) The concerned Architect & NOC Holder/Developer should give certificate that the newly constructed building is in accordance with the plans approved by MCGM & the tenements constructed for rehabilitation of the occupiers of cessed building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.
   c) Certified copies of agreements executed between the occupiers & NOC Holder/Developer.
   d) Photographs of the newly constructed building taken from various angles.

16) NOC for full and final Occupation Certificate for any free sale building/ component will be given only after all the old occupants, as certified by the Executive Engineer, "B2" Divn/MBRRB including those who may be staying in the Board's transit camps, have been re-housed in the newly constructed building (s) by complying with the requirements as stated in Sr. No.15 (a) to (d) above and only after surrendering surplus built- up area as per IIIrd Schedule of MH&AD Act, 1976, if any.

17) If it is subsequently found that the documents/information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences/losses, if any thereof if arises in future. If authenticity of no. of occupants prior to 13.06.1996 as per list found fake or bogus the surplus area will be worked out accordingly & the same will be binding on NOC holder. In such cases the NOC holder have to make good the losses if any to the Board.

18) In case of mix of the structures i.e. cessed & non cessed structures and if the area of non cessed structures existing prior to 30.09.1969, area of land component under non-cessed structure works out upto a limit of 25% of plot area, then FSI shall be considered on total plot area. If this area exceeds 25% of the total area, then area above 25% shall be deducted from plot area. FSI for deducted area shall be as per regulation 32 and the remaining plot area shall be as per 33(7).

19) Necessary trial pits/trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and

same should be got approved from R.C.C. consultant/structural Engineer, registered with MCGM.

20) As far as possible separate building for rehabilitation of existing tenants & for the purpose of free sale, taking into account the plot area of the captioned property shall be constructed. The NOC holder has to form the independent Co.Op.Hsg. Society for rehab building of tenants as well as for free sale component after giving possession to the existing tenants & prospective buyers.

21) If any tenant/occupant of existing building is staying in MBRR Board's Transit Camp then it shall be binding on the NOC holder to shift them from Transit Camp and provide them suitable alternate accommodation from the date of issue of NOC till rehabilitating them in newly constructed building at his risk and cost. The rent for tenant / occupant staying in Transit Camp shall be paid as per the prevailing policy of MHADA during intervening period.

22) The NOC holder shall execute Agreement with all the tenants / occupants stating therein the rehabilitation area agreed to be provided apart from other terms & conditions. The copy of such agreement shall be submitted to MHADA / MCGM before issue of Commencement Certificate by MCGM.

23) If the NOC holder proposes to construct separate buildings for rehab and free sale, then the Commencement Certificate for free sale buildings shall be issued only after the work of all rehab buildings reached above plinth.

24) A corpus fund will have to be created by the developer which will take care of the maintenance of the new building for a period of 10 years.

25) In the redevelopment NOC proposal in the said building single occupancy for Room No.1 to 3 & separate single occupancy Room No.4 & Room No.5 has been considered, accordingly 03 (R) tenants/occupants has been accepted for 2nd floor.

26) In the proposal separate occupancy has been considered for Room No.3, 4 & 5, accordingly 04 (R) tenants/occupants has been accepted for 3rd floor.

Encl.: List of certified tenants.

Chief Officer,
M.B.R.& R.Board, Mumbai.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

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ANNEXURE-IV

Division: MAHOYI
Register No. 135
Page No. 27

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
(Prepared under Section 282 of the Maharashtra Land Revenue Act, 1966)

Fed by:
Validated by : SHRI S. P. GHOTAR

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq.Yds/Mts.	7. Lagaktons Survey No.	8. Collectors New No. (Collectors Reat Roll No.)
121	LAMBEKAR STREET	276.278	1337	(PENSION & TAX) L.T.A.	SQ.YARDS (192.00) SQ.METERS 160.53	Part of 1041	2984 (C.W.R.NO.5141) (L.T.A.C.R.W.NO.1225)

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Devolution of Title
VIDE COL.17	(A)- -VIDE C.S.NO.1301 -(FAZINDAR)- (B)- -(MAHOMED BAWLA)-DIED ON 26.6.54 (AND) -X-(HIS WIFE HAZARABI)-DIED ON 18-4-1983 (AND) -Y-(ISMAIL MAHOMED BAWLA)-DIED ON 17-2-1991 ((HOLDERS)) (C)-A-(HAJI IBRAHIM HAJI MAHOMED BAWLA)-DIED ON 19-2-2002 -B-(HAJI ISSAC HAJI MOHAMED BAWLA)-DIED ON 2-12-2000 -C-(HAJI ABDUL AZIZ MOHAMED BAWLA)-DIED ON 10-2-1999 (D)-D-(SARABAI MOHAMED BAWLA) E-(MAVABAI HAJI MOHOMED BAWLA)-DIED ON 22-8-1977 F-(FARID ISMAIL BAWLA) G-(ARIF ISMAIL BAWLA) H-(MAIMUNA ISMAIL CONTRACTOR) I-(SOJIA ASIF JUNAGHI) J-(SALMA ISHAQUE CONTRACTOR) K-(FAISAL ISHAQUE CONTRACTOR) L-(JUBEDA AZIZ CONTRACTOR) M-(AFZAL AZIZ CONTRACTOR) N-(IMRAN AZIZ CONTRACTOR) O-(NASEEM IQBAL TALAB) (E)-P-(AHMED ISMAIL MISTRY) Q-(SAKINA AHMED MISTRY) (&) R-(ABDUL RASHID AHMED MISTRY) (F)-S-A PATNI REALTY PVT.LTD.	(B)-(DEED NO.361) CONVEYANCE DT.27.1.39 FROM MAHOMED ISMAIL JAMMAHOMED & ORS. FOR RS.14.000/- (C)-(DEED NO.1907) APPOINTMENT OF NEW TRUSTEES DT.14.3.57 WHERE BY X AND Y IN CL.10 APPOINTMENT A & C AS NEW TRUSTEES TO WORK ALONG WITH THEM VIDE ALSO C.S.NO.1336. (D)-(DEED NO.11511/05) DEED OF DECLARATION CUM INDEMNITY BOND DT.5-12-05 MADE BY 'G' IN COL.10 FOR HIMSELF AND CA TO 'D','F','G','M','I','J','K','L','M','N','O' IN COL.10 TO THE THAT THEY ARE LEGAL HEIRS & REPRESENTATIVES OF DECEASED 'X','Y','A','B','C' & 'E' IN COL.10 VIDE H.R.NO.80/2006 (E)-(DEED NO.1411/10) DEED OF CONVEYANCE DT.15-12-2009 FROM 'G' IN COL.10 HIMSELF AND C.A.TO 'D','F','M','I','J','K','L','M','N' & 'O' IN COL.10 TO 'P','Q' & 'R' IN COL.10 FOR RS.1,00,000/- VIDE H.R.NO.343/10 (F)-(DEED NO.2956/2011) DEED OF CONVEYANCE DT.10-2-2011 FROM 'P','Q' & 'R' IN COL.10 TO 'S' IN COL.10 FOR RS.7,86,000/- VIDE H.R.NO.403/2011	Nil

13. Original Grant from Govt., if any	14. Lease from Public Body or Fazindar	15. Ground Rent due to Public Body or Fazindar	16. Superintendents Initial
- Nil -	- Nil -	- Nil -	(C)-SD/-24.3.58,SD/-25.3.58 SUPDI. (D)-SD/ 14-2,SD/-14-02-06,SD/-14-02-2006 ASSTT.SUPDI. (E)-SD/-12-8-10,SD/-12-8,SD/-13-8-2010 SUPDI.N.C.S.& L.R.

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI
सह. दुय्यम निबंधक, शहर क्र. १ मुंबई

SUPERINTENDENT

13. Original Grant from Govt., if any	14. Lease from Public Body or Fazindar	15. Ground Rent due to Public Body or Fazindar	16. Superintendents Initial
			[[F]-SD/ 16-05-11,SD/-16-[illegible] SD/-16-0[illegible]-201[illegible] C.C. & L.R.

17. Remarks	9. Continued
-ASSESSMENT INCLUDED IN C.S.NO.1302 -*-ASSESSMENT FIXED AS PER TAB ACT,1969 AND VIDE ORDER NO.REV/TAB/I/SC /MANDVI C.S.NO.1337 DATED 5.8.03 ISSUED BY THE DEPUTY COLLECTOR TENURE ABOLITION BRANCH BOMBAY, CITY ORDER FILED IN FILE NO.S/MI/MISC/ MANDVI DIVISION SD/-19.12.04 M= : -THE HON.MR.EBRAHIMBHOY RAHIMTULLA & JAFFERBHIY RAHIMTULLA-MORTGAGEES -MORTGAGE VIDE C.S.NO.1301	Assessment Levied/Fixed as per TAB Act, 1969 and vide Col.No.17 for first 10 Years (i) 1-8-1971 to 31-7-1981 Rs. 98.00 P.A. (ii) 1-8-1981 to 31-7-1991 Rs. 245.00 P.A. (iii) 1-8-1991 to 31-7-2001 Rs. 490.00 P.A. (iv) 1-8-2001 to 31-7-2011 Rs. 735.00 P.A. For last 10 Years (v) 1-8-2011 to 31-7-2021 Rs. 980.00 P.A.

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Name of Applicant: SAMEER MAHLAY
Date of Application:14/08/2015
Fee recovered: Rs.*****50.00
Reference of issue: 317908520157
Date of issue : 26 AUG 2015

26 AUG 2015

(Rectangular '[ ]' Brackets shows entry deleted)
Note :- This is a true copy of the extract of C.S.Register which forms part of this office record and the area of the property referred to therein is 160.53 Sq. meters.
(ONE HUNDRED SIXTY POINT FIFTY THREE sq. mtrs. ONLY)

Superintendent
Mumbai City Survey and Land Records

21 AUG

ANNEXURE-V

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ
(म्हाडाचा घटक)
MUMBAI BUILDING REPAIRS AND
RECONSTRUCTION BOARD
(A MHADA UNIT)

म्हाडा
MHADA

NO OBJECTION CERTIFICATE

No.R/NOC/F-1832/ 2305 /MBRRB-09
Dated:- 28 MAY 2010

To,
M/s. A. Patni Realty Pvt. Ltd.,
116, E. M. Merchant Road of Mohamedali Road,
Mumbai-400 002.

Sub :- Redevelopment of property at C.S.No.1338 of Mandvi Divn. bearing cess No.B-2634-36, situated at 72-74 Kambekar Street Mumbai.

Ref :- Your Architect M/s A.. P. Dharia & Associates letter dated 06.04.2010 addressed to the Executive Engineer "B" Divn/MBRRB.

With reference to the above subject matter and letter under reference "No Objection Certificate" is hereby granted for redevelopment of captioned property with FSI 2.5 or the FSI required for rehabilitation of existing occupiers plus 50% incentive FSI, whichever is higher, in accordance with the modified D.C. Regulation 33(7) and Appendix – III to this Regulation sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999 and Notification No. TPB 4308/ 3224/ CR-268/08/UD-11 dated 02nd March 2009, on the following terms and conditions :

E.O.I.R.S.

1) All the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to the minimum carpet area of 27.88 sq.mt. (300 sq.ft. fixed) and/or maximum carpet area 70 sq.mt. (753 sq.ft.) as provided in the MH&AD Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Accordingly the plans be got approved from M.C.G.M. as per the clause 16 of Appendix-III of the Notification dated 02nd March 2009.

2) The tenements in the reconstructed building shall be allotted by the landlords / occupants co-operative housing society to the occupiers as per the list certified by the Mumbai Building Repairs & Reconstruction Board.

3) In the new building to be constructed, in respect of rehab tenements, area of individual tenement shall not exceed 70.00 sq.mtrs. under any circumstances. There shall not be any discrimination in providing rehab

गृहनिर्माण भवन, वांद्रे (पूर्व), मुंबई-४०००५१.
दूरध्वनी क्रमांक : २६५९०४७२, ५६४०५३१८
फॅक्स : (०२२) २६५१ १३९७ / २०५८ पत्रपेटी क्रमांक ८१३५

Griha Nirman Bhavan, Bandra (East), Mumbai 400 051.
Phone : 26590472, 56405318, Fax : (022) 2659 1397 / 2058
Post Box : 8135

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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area to all occupants. The minimum & maximum area shall be as per rules & no clubbing of areas is allowed.

4) After issue of this NOC & till giving possession of tenements to the original occupiers in the new building, sale/transfer of tenancy rights by any of the original occupiers to any one shall not be allowed under any circumstances. Rehab tenements shall not be transferred for a period of Ten years from the date of occupation.

5) The NOC holder will have to pay an expenditure, incurred by the Board towards structural repairs/propping / demolition, processing of reconstruction scheme/land acquisition etc. at the office of the Asstt. Accounts Officer (South) /MBRRB & produce certified xerox copy of receipt of payment to this office within one month from the date of intimation by this office.

6) The plans of the proposed building shall be submitted to MCGM within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled. As far as possible provision of tenements of 300.00 sq.ft. to 350.00 sq.ft. carpet area shall be made in the proposed building plans for handing over to this office on account of surplus Built Up Area to be surrendered to the Board as per condition No.11 of this NOC.
After issue of IOD and approval to plans by MCGM,
   i) Plans showing the tenements to be surrendered to MBRRB shall be shown prominently and copy of the same shall be submitted to MBRRB.
   ii) The tenements to be surrendered shall be mortgaged in the name of MBRRB by way of registered deed within 15 days from issue of IOD by MCGM.
   This shall be clearly shown in the proposed / approved building plans, otherwise permission for obtaining occupation certificate will not be granted.

C.O.Ra.

7) The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme in a prescribed proforma by every month till completion of scheme to the Executive Engineer, "B" Divn/ MBRRB under intimation to this office. The Executive Engineer, "B" Divn./MBRRB shall supervise the construction work for rehab portion of existing tenants & surplus tenement made available to the Board as per the norms of building byc laws & DCR 33(7). He shall also ensure that the condition No. 6 should be strictly adhered to.

8) The NOC holder will have to furnish the certificate from the concerned Officer of MCGM to the effect that the repair cess is paid up-to-date, before demanding occupation certificate to the newly constructed building.

9) During the period of reconstruction, the NOC holder have to provide temporary transit accommodation to the occupiers of old building. Such

Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by M.C.G.M. for the reconstructed building.

10) If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.

11) The NOC holder has to surrender a surplus built up area as per III rd Schedule of MHAD Act-1976.

The exact surplus built up area if any as provided in the III rd Schedule of MHAD Act-1976, shall be communicated to you after you submit to this office the plans of proposed buildings with permissible FSI, duly approved by MCGM. The surplus area, if any required to be surrendered to the Board will have to be made available to the Board at an amount as may be decided by the Board.

12) The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee of Rs 5000/- or an amount as decided by the office.

13) After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap/collapse occurs, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap/collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.

It shall be your sole responsibility henceforth to carry out repairs to the old cess building at your risk and cost, whenever such repairs are deemed to be necessary as decided by the M.B.R.& R. Board.

14) The proposal of issue of NOC for obtaining occupation certificate from MCGM to the newly constructed building will have to be submitted in the office of the Executive Engineer, "B" Divn/MBRRB alongwith the following documents / information.

a) Copy of approved plan alongwith copy of IOD & C.C. from M.C.G.M. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan alongwith carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area & proposed allotted area.

b) The concerned Architect & NOC Holder/Developer should give certificate that the newly constructed building is in accordance with the plans approved by MCGM & the tenements constructed for rehabilitation of the occupiers of cessed building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.

c) Certified copies of agreements executed between the occupiers & NOC Holder/Developer.

C.O. RR.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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d) Photographs of the newly constructed building taken from various angles.

15) NOC for full and final Occupation Certificate for any free sale building/component will be given only after all the old occupants, as certified by the Executive Engineer, "B" Divn/MBRRB including those who may be staying in the Board's transit camps, have been re-housed in the newly constructed building (s) by complying with the requirements as stated in Sr. No.14 (a) to (d) above and only after surrendering surplus built- up area as per IIIrd Schedule of MH&AD Act, 1976, if any.

16) If it is subsequently found that the documents/information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences/losses, if any thereof if arises in future. If authenticity of no. of occupants prior to 13.06.1996 as per list found fake or bogus the surplus area will be worked out accordingly & the same will be binding on NOC holder. In such cases the NOC holder have to make good the losses if any to the Board.

17) The Board will not be responsible for certifying the Built up area of non-cessed structures if any on the said property. The same shall be certified by your licensed architect, as this does not fall within the purview of the Board. The Built up area of non-cessed structures on the captioned property, if any shall be verified by MCGM prior to issue of IOD.

18) Necessary trial pits/trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. consultant/structural Engineer, registered with MCGM.

19) As far as possible separate building for rehabilitation of existing tenants & for the purpose of free sale, taking into account the plot area of the captioned property shall be constructed. The NOC holder has to form the independent Co.Op.Hsg. Society for rehab building of tenants as well as for free sale component after giving possession to the existing tenants & prospective buyers.

C.O.MRR.

20) If any tenant/occupant of existing building is staying in MBRR Board's Transit Camp then it shall be binding on the NOC holder to shift them from Transit Camp and provide them suitable alternate accommodation from the date of issue of NOC till rehabilitating them in newly constructed building at his risk and cost.

21) The NOC holder shall execute Agreement with all the tenants / occupants stating therein the rehabilitation area agreed to be provided apart from other terms & conditions. The copy of such agreement shall be submitted to MHADA / MCGM before issue of Commencement Certificate by MCGM.

22) If the NOC holder propose to construct separate buildings for rehab and free sale, then the Commencement Certificate for free sale buildings shall be issued only after the work of rehab buildings is started.

23) Shop No.1 of ground floor certified Residential-cum-Commercial but the same is considered NR for redevelopment proposals per Assessment shown in Inspection Extract of MCGM for the year 95-96.

24) The Room No.1 & 2 of 5th floor is not considered..

25) The applicant should submit the copy of P.R.Card showing his name as a owner prior to obtaining commencement certificate from MCGM.

Encl.: List of certified tenants.

Chief Officer,
M.B.R.& R.Board, Mumbai.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
सह. दुय्यम निबंधक मुंबई शहर क्र. १
MUMBAI

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ANNEXURE-VI

Revision Record
Register No. 124
Page No. 39

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
(Prepared under Section 292 of the Maharashtra Land Revenue Act, 1966)

Fed by:
Validated by : SHRI G. P. BHUTRE

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq.Yds/Mts.	7. Langhtons Survey No.	8. Collectors New No. (Collectors Rent Roll No.)
121	BANDEKAR STREET	222,224,A/224,218,220	1338	[P & T] L.T.A.	SQ.YARDS (257.45) SQ.METERS 215.26	PART OF 3001	2986 (C.R.R.NO.516)

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Devolution of Title
VIDE C.S.NO. 1302	(A)---VIDE C.S.NO.1301 (FAZAMBAR) (B)-X-JAN MAHOMED HAJI ABDULLA (C)-C-FATMABAI DR.OF HAJI MAHOMED HAJI ABDULLA, - -HAJRABAI DR.OF HAJI MAHOMED HAJI ABDULLA, - -NOORBAI DR.OF HAJI MAHOMED HAJI ABDULLA, - -ABDULKARIM EMMAMOHMED HAJI USMAN HAJI ABDULKARIM, - -EBRAHIM JAMMAHOMED	(A)-.. (B)-DEED OF PARTITION 13.6.1935 FROM X IN COL.10. (C)-DEED OF WAKF DT.4.12.1937 BY MAHABAI DB/O HAJI MAHOMED HAJI ABDULLA - IN RESPECT OF HER 3/8 SHARE IN THE PROPERTY. -(DEED NO.5482) DEED OF APPT.OF NEW TRUSTEES DT.12.11.46 FROM C IN COL.10 AND ORS.	- Nil -

13. Original Grant from Govt., if any	14. Lease from Public Body or Fazindar	15. Ground Rent due to Public Body or Fazindar	16. Superintendents Initial
- Nil -	- Nil -	- Nil -	- Nil -

17. Remarks	9. Continued
-ASSESSMENT INCLUDED IN C.S.NO.1302. -ASSESSMENT FIXED AS PER TAB ACT,1969 AND VIDE ORDER NO.REV/TAB/I/SD-1 /MS-4 C.S.NO.1338 DATED 6.3.91 ISSUED BY THE DEPUTY COLLECTOR TENURE ABOLITION BRANCH,BOMBAY CITY.ORDER FILED IN FILE NO.S/MI/MISC/MANDVI DIVISION. SB/-4.6.91, SB/-4.6.91 AS-1.	Assessment Levied/Fixed as per TAB Act, 1969 and vide Col.No.17 for first 10 Years (i) 1-8-1971 to 31-7-1981 Rs. 138.40 P.A. (ii) 1-8-1981 to 31-7-1991 Rs. 346.00 P.A. (iii) 1-8-1991 to 31-7-2001 Rs. 692.00 P.A. (iv) 1-8-2001 to 31-7-2011 Rs.1038.00 P.A. For last 10 Years (v) 1-8-2011 to 31-7-2021 Rs.1384.00 P.A.

Name of Applicant: SANDESH RAUT
Date of Application:09/12/2019
Fee recovered: Rs.XXXXX109.00
Reference of issue: 9091123122194
Date of issue :

(Rectangular "[ ]" Brackets shows entry deleted)
~~Note :- This is a true copy of the extract of F.S.Register which forms part of the office record for the area of the property referred to therein.~~
~~[NO NUMBER FILTER] [FOLIO TEXT SIZE 10, WRAP ON]~~

~~Deputy Inspector General of Registration & Ex-Officio Joint Sub-Registrar, City Region and Land Records~~

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 * MUMBAI *

2 - 1 / 1/968 / 2026

ANNEXURE-VII

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ
(म्हाडाचे घटक)
MUMBAI BUILDING REPAIRS AND RECONSTRUCTION BOARD
(A MHADA UNIT)

म्हाडा
MHADA

NO OBJECTION CERTIFICATE

No.R/NOC/F-1765/ 5140 /MBRRB-09
Dated:- 14 DEC 2009

To,
M/s A. Patni Realty Pvt. Ltd. (C.A.to Owner)
116, E.M. Merchant Road,
of Mohammedali Road,
Mumbai- 400 002

Sub :- Redevelopment of property at C.S.No.1339 of Mandavi Divn., bearing cess No.B-2633, situated at 76 Kambekar Street, Mumbai, known as "Rahila Manzil".

Ref :- Your Architect M/s A.P. Dharia & Associates letter dated 21.10.2009 addressed to the Executive Engineer "B" Divn/ MBRRB.

With reference to the above subject matter and letter under reference "No Objection Certificate" is hereby granted for redevelopment of captioned property with FSI 2.5 or the FSI required for rehabilitation of existing occupiers plus 50% incentive FSI, whichever is higher, in accordance with the modified D.C. Regulation 33(7) and Appendix – III to this Regulation sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999 and Notification No. TPB 4308/ 3224/ CR-268/08/UD-11 dated 02nd March 2009, on the following terms and conditions :

1) All the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to the minimum carpet area of 27.88 sq.mt. (300 sq.ft. fixed) and/or maximum carpet area 70 sq.mt. (753 sq.ft.) as provided in the MH&AD Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Accordingly the plans be got approved from M.C.G.M. as per the clause 16 of Appendix-III of the Notification dated 02nd March 2009.

2) The tenements in the reconstructed building shall be allotted by the landlords / occupants' co-operative housing society to the occupiers as per the list certified by the Mumbai Building Repairs & Reconstruction Board.

गृहनिर्माण भवन, कलानगर, वान्द्रे (पूर्व), मुंबई - ४०० ०५१.
दूरध्वनी ६६४०५०००, २६५९२८७७, २६५९२६२२
फॅक्स नं. : ०२२-२६५९२०५८ / २६५९०६६० पत्रपेटी क्र. ८१३५

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone : 66405000, 26592877, 26592622.
Fax No. : 022 26592058 / 26590660 Post Box No. 8135

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3) In the new building to be constructed, in respect of rehab tenements, area of individual tenement shall not exceed 70.00 sq.mtrs. under any circumstances. There shall not be any discrimination in providing rehab area to all occupants. The minimum & maximum area shall be as per rules & no clubbing of areas is allowed.

4) After issue of this NOC & till giving possession of tenements to the original occupiers in the new building, sale/transfer of tenancy rights by any of the original occupiers to any one shall not be allowed under any circumstances. Rehab tenements shall not be transferred for a period of Ten years from the date of occupation.

5) The NOC holder will have to pay an expenditure, incurred by the Board towards structural repairs/propping / demolition, processing of reconstruction scheme/land acquisition etc. at the office of the Asstt. Accounts Officer (South) /MBRRB & produce certified xerox copy of receipt of payment to this office within one month from the date of intimation by this office.

6) The plans of the proposed building shall be submitted to MCGM within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled. As far as possible provision of tenements of 300.00 sq.ft. to 350.00 sq.ft. carpet area shall be made in the proposed building plans for handing over to this office on account of surplus Built Up Area to be surrendered to the Board as per condition No.11 of this NOC.
After issue of IOD and approval to plans by MCGM.
   i) Plans showing the tenements to be surrendered to MBRRB shall be shown prominently and copy of the same shall be submitted to MBRRB.
   ii) The tenements to be surrendered shall be mortgaged in the name of MBRRB by way of registered deed within 15 days from issue of IOD by MCGM.
   This shall be clearly shown in the proposed / approved building plans, otherwise permission for obtaining occupation certificate will not be granted.

C.O. 1kk

7) The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme in a prescribed proforma by every month till completion of scheme to the Executive Engineer, "B" Divn/ MBRRB under intimation to this office. The Executive Engineer, "B" Divn./MBRRB shall supervise the construction work for rehab portion of existing tenants & surplus tenement made available to the Board as per the norms of building bye laws & DCR 33(7). He shall also ensure that the condition No.6 should be strictly adhered to.

8) The NOC holder will have to furnish the certificate from the concerned Officer of MCGM to the effect that the repair cess is paid up-to-date,

before demanding occupation certificate to the newly constructed building.

9) During the period of reconstruction, the NOC holder have to provide temporary transit accommodation to the occupiers of old building. Such Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by M.C.G.M. for the reconstructed building.

10) If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.

11) The NOC holder has to surrender a surplus built up area as per III rd Schedule of MHAD Act-1976.

The exact surplus built up area if any as provided in the IIIrd Schedule of MHAD Act-1976, shall be communicated to you after you submit to this office the plans of proposed buildings with permissible FSI, duly approved by MCGM. The surplus area, if any required to be surrendered to the Board will have to be made available to the Board at an amount as may be decided by the Board.

12) The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee of Rs 5000/- or an amount as decided by the office.

13) After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap/collapse occurs, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap/ collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.

It shall be your sole responsibility henceforth to carry out repairs to the old cess building at your risk and cost, whenever such repairs are deemed to be necessary as decided by the M.B.R.& R. Board.

14) The proposal of issue of NOC for obtaining occupation certificate from MCGM to the newly constructed building will have to be submitted in the office of the Executive Engineer, "B" Divn/MBRRB alongwith the following documents / information.

a) Copy of approved plan alongwith copy of IOD & C.C. from M.C.G.M. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan alongwith carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area & proposed allotted area.

b) The concerned Architect & NOC Holder/Developer should give certificate that the newly constructed building is in accordance with

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

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the plans approved by MCGM & the tenements constructed for rehabilitation of the occupiers of cessed building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.

c) Certified copies of agreements executed between the occupiers & NOC Holder/Developer.

d) Photographs of the newly constructed building taken from various angles.

15) NOC for full and final Occupation Certificate for any free sale building/component will be given only after all the old occupants, as certified by the Executive Engineer, "B" Divn/MBRRB including those who may be staying in the Board's transit camps, have been re-housed in the newly constructed building (s) by complying with the requirements as stated in Sr. No.14 (a) to (d) above and only after surrendering surplus built- up area as per IIIrd Schedule of MH&AD Act, 1976, if any.

16) If it is subsequently found that the documents/information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences/losses, if any thereof if arises in future. If authenticity of no. of occupants prior to 13.06.1996 as per list found fake or bogus the surplus area will be worked out accordingly & the same will be binding on NOC holder. In such cases the NOC holder have to make good the losses if any to the Board.

17) The Board will not be responsible for certifying the Built up area of non-cessed structures if any on the said property. The same shall be certified by your licensed architect, as this does not fall within the purview of the Board. The Built up area of non-cessed structures on the captioned property; if any shall be verified by MCGM prior to issue of IOD.

18) Necessary trial pits/trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. consultant/structural Engineer registered with MCGM.

19) As far as possible separate building for rehabilitation of existing tenants & for the purpose of free sale, taking into account the plot area of the captioned property shall be constructed. The NOC holder has to form the independent Co.Op.Hsg. Society for rehab building of tenants as well as for free sale component after giving possession to the existing tenants & prospective buyers.

20) If any tenant/occupant of existing building is staying in MBRR Board's Transit Camp then it shall be binding on the NOC holder to shift them from Transit Camp and provide them suitable alternate accommodation

from the date of issue of NOC till rehabilitating them" in newly constructed building at his risk and cost.

21) The revised Consent / agreement from the tenants / occupiers shall be submitted in respect of revised carpet area as per Notification dated 02nd March 2009 before issue of Commencement Certificate above plinth by MCGM.

22) The NOC holder shall execute Agreement with all the tenants / occupants stating therein the rehabilitation area agreed to be provided apart from other terms & conditions. The copy of such agreement shall be submitted to MHADA / MCGM before issue of Commencement Certificate by MCGM.

23) If the NOC holder proposed to construct separate buildings for rehab and free sale, then the Commencement Certificate for free sale buildings shall be issued only after the work of rehab buildings is started.

Encl.: List of certified tenants.

Sd/-
Chief Officer,
M.B.R.& R.Board, Mumbai.

Copy forwarded to the Executive Engineer, Building Proposals (City) Municipal 'E' Ward Office, 10 Sankli Street, Byculla Mumbai- 400 008 for information.

Full occupation certificate for the free sale building will not be granted to the NOC holder under any circumstances till he rehouses all the occupants of old cessed buildings and surplus area if any is surrendered to Board. Further bearing capacity of the soil and R.C.C. design shall also be ascertained prior to issue of commencement certificate for the redevelopment work. Further C.C. shall not be granted unless & until necessary provision for compliance of condition No.6 is shown on approved bldg. plans.

The Commencement Certificate above plinth shall not be issued unless Consents/ Agreements are submitted by Developer and a letter to that effect is issued by MHADA.

Copy forwarded to the Asstt. Assessor & Collector, "B" Ward, MCGM Office, 119 Babula Tank Road, Opp. J.J. Hospital, Mumbai 400 009, for information.

He is requested to recover the upto-date repair cess in respect of the captioned property from NOC holder and inform this office accordingly.

Chief Officer/MBRRB.

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ANNEXURE-VIII

Registrar Sub-Div.:
Register No. 12A
Page No. 01

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
(Prepared under Section 262 of the Maharashtra Land Revenue Act, 1966)

Fed by:
Validated by : SHRI G. P. DHWIRE

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq.Yds/Mts.	7. Lavabtons Survey No.	8. Collectors New No. (Collectors Rent Roll No.)
121	KAMBEKAR ST.	214-216/2633,B WARD,NEW ST.NO.76	1339	[PENSION & TAX] . L.T.A.	SQ.YARDS (290.00) SQ.METERS 242.47	PART OF 3001	2986 ([C.R.R.NO.516]) [L.T.A.C.R.R.NO.1040

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Devolution of Title
[VIDE COL.17]	(A)---VIDE C.S.NO.1301 -(FAZLMBAR)- . [B)-A-[BAI HAJIABAI WIFE OF HASSAN JOUSAB ABEMWALLA] -[(HOLDER)]- . (C)-B-[MOOMMAHMED ABDULLA]-DIED ON 1.2.62 -[(HOLDER)]- . (D)-C-[ABDUL SHAKOOR AHMED], -D-[UMER AHMED], -E-[YUSUF AHMED ABDULKARIM HUSEIN], -F-[TAHMOOMED HUSEIN], -G-[BACHOO HUSEIN ESMAIL ABDUL HABIB] -[(HOLDERS)]- . (E)-I-[AMINA ABDUL RAZAK] J-[MOHOMED HANIF ABDUL RAZAK] -[(HOLDERS)]- . (F)-K-RUKHSANA HAJI AHMED -(HOLDER)-	(B)-[CONVEYANCE DT.30.7.28 FROM TAR MAHOMED ABBA] . -[DEED OF GIFT DT.4.9.33 FROM HASSAN JOOSAB ABEMWALA] . (C)-[(DEED NO.5624) CONVEYANCE DT.9.8.57 FORM 'A' IN COL.10 TO 'D' IN COL.10 FOR RS.16,251/-] . (D)-(DEED NO.3489) DEED OF PARTITION DT.7.10.1968 WHEREBY 'C' & ORS.IN COL.10 HAVE BEEN ALLOTTED THIS PROPERTY (THE PROPERTY VALUED IS 19,754.50) VIDE H.R.NO.267/2009 . (E)-(DEED NO.3534/68) DEED OF CONVEYANCE DT.10-10-1968 FROM 'C','D' 'E','F','G' & 'H' IN COL.10 TO 'I' & 'J' IN COL.10 FOR RS.11,000/- VIDE H.R.NO.268/2009 . (F)-(DEED NO.2243/89) CONVEYANCE DT.14-8-1989 FROM 'I' & 'J' IN COL.10 TO 'K' IN COL.10 FOR RS.31,000/- VIDE H.R.NO.269/2009	- Nil -

13. Original Grant from Govt., if any	14. Lease from Public Body or Farzadar	15. Ground Rent due to Public Body or Farzadar	16. Superintendents Initial
- Nil -	- Nil -	- Nil -	(C)-SD/-15.3.58 SUPDT. . (D,E,F)-SD/-16-01-09 ,SD/-17-01-2009 SUPDT.H.C.S. & L.R.

17. Remarks	9. Continued
-ASSESSMENT INCLUDED IN C.S.NO.1302. . -[ASSESSMENT FIXED AS PER TAD ACT,1969 AND VIDE ORDER NO.REV/TAD/E/SC/ NANDVI C.S.NO.1337 DATED 22.2.85 ISSUED BY THE DEPUTY COLLECTOR TEMU- RE ABOLITION BRANCH,BOMBAY CITY.ORDER FILED IN FILE NO.S/MI/MISC/- NANDVI DIVISION.]	Assessment Levied/Fixed as per TAD Act, 1969 and vide Col.No.17 for first 10 Years (i) 1-8-1971 to 31-7-1981 Rs. 155.90 P.A. (ii) 1-8-1981 to 31-7-1991 Rs. 389.75 P.A. (iii) 1-8-1991 to 31-7-2001 Rs. 779.50 P.A. (iv) 1-8-2001 to 31-7-2011 Rs. 1169.25 P.A.

वर्ष 2 - 52/968 2026

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

17. Remarks	9. Continued
SD/-7.5.83 -REVISED ASSESSMENT FIXED AS PER TAD ACT,1969 AND VIDE ORDER NO.REV/-TAD/I/——— C.S.NO.1339 DATED 10.10.80 ISSUED BY THE DEPUTY COLLECTOR (EMORE ABOLITION BRANCH,BOMBAY CITY.ORDER FILED IN FILE NO.5/NX/MISC/NAMVI DIVISION. SD/-9.11.90 N= -THE MOH.MR.EBRAHIMBHOY BARIMTULLA & JAFFERBHOY BARIMTULLA (MORTGAGEES) -MORTGAGE VIDE C.S.NO.1301. Z-RXS.RAMA BHOSINDRA JHAKORDAS MONIX AND Y-BHOSINDRA JHAKORDAS MONIX -(DEED NO.6782) INDENTURE OF MORTGAGE DT.21.10.1954 FROM 'A' IN - COL.19 & BAI SAKINABAI DO/O NASHAN JUSAB ABDMALLA TO 'X,Y' IN COL.2 & 4 FOR RS.30,000/- VIDE ALSO C.S.NO.226 OF LOWER PAREL - DIVN. -SD/-, SD/-27.9.55 -(DEED NO.5623) RECONVEYANCE DT.9.8.57 FROM 'X' IN COL.2 TO 'A' IN COL.10 FOR RS.10075/- (PART PAYMENT - VIDE ALSO C.S.NO.226 OF - LOWER PAREL DIVN. SD/-15.3.58	For last 10 Years. (v) 1-8-2011 to 31-7-2021 Rs. 1559.00 P.A.

(Rectangular "[ ]" Brackets shows entry deleted)

Name of Applicant: ANUSH LOKHANDE
Date of Application:07/12/2019
Fee recovered: Rs.XXXX100.00
Reference of issue: 909112420190
Date of issue :
09 DEC 2019

Note: This is a true copy of the extract of C.S.Register which forms part of this office record and the area of the property referred in thereto is ... sq.mt. or thereabouts. The boundary lines are marked thus ...

This Extract of C. S. Register issued under the Land Revenue Section only.

Assistant ... City Survey Office No. 1/2, Mumbai

ANNEXURE-IX

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ
(म्हाडाचा घटक)
MUMBAI BUILDING REPAIRS AND RECONSTRUCTION BOARD
(A MHADA UNIT)

म्हाडा
MHADA

NO OBJECTION CERTIFICATE

No.R/NOC/F-1926/ 3193 /MBRRB-11
Dated:- 24 JUN 2011

To,
M/s A. Patni Realty Pvt. Ltd.,
116, E.M. Merchant Road,
Off Mohammed Ali Road,
Mumbai- 400 003.

Sub :- Redevelopment of property at C.S.No.1340 of Mandvi Divn, bearing cess No.B-2632, situated at 78, Kambekar Street, Mumbai.

Ref :- 1) Letter of Intent issued vide this office letter No. R./NOC / LOI 33(7) / 5109 /MBRRB-10 dated 15.12.2010.
2)Your Architect M/s A.P. Dharia & Associates letter dated 18.02.2011 addressed to the Executive Engineer "B2" Divn/ MBRRB.

With reference to the above subject matter and letter under reference "No Objection Certificate" is hereby granted for redevelopment of captioned property with FSI 2.5 or the FSI required for rehabilitation of existing occupiers plus 50% incentive FSI, whichever is higher, in accordance with the modified D.C. Regulation 33(7) and Appendix – III to this Regulation sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999 and Notification No. TPB 4308/ 3224/ CR-268/08/UD-11 dated 02nd March 2009, on the following terms and conditions :

C.O. IRR

1) All the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to the minimum carpet area of 27.88 sq.mt. (300 sq.ft. fixed) and/or maximum carpet area 70 sq.mt. (753 sq.ft.) as provided in the MH&AD Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Accordingly the plans be got approved from M.C.G.M. as per the clause 16 of Appendix-III of the Notification dated 02nd March 2009.
2) The tenements in the reconstructed building shall be allotted by the landlords / occupants' co-operative housing society to the occupiers as per the list certified by the Mumbai Building Repairs & Reconstruction Board.
3) In the new building to be constructed, in respect of rehab tenements, area of individual tenement shall not exceed 70.00 sq.mtrs. under any circumstances. There shall not be any discrimination in providing rehab

गृहनिर्माण भवन, वांद्रे (पूर्व), मुंबई-४०००५१,
दूरध्वनी क्रमांक : २६५९०४७२, ५६४०५३१८
फॅक्स : (०२२) २६५९ १३९७ / २०५८, पत्रपेटी क्रमांक : ८१३५

Griha Nirman Bhavan, Bandra (East), Mumbai 400 051.
Phone : 26590472, 56405318, Fax : (022) 2659 1397 / 2058
Post Box : 8135

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 * MUMBAI *

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area to all occupants. The minimum & maximum area shall be as per rules & no clubbing of areas is allowed.

4) After issue of this NOC & till giving possession of tenements to the original occupiers in the new building, sale/transfer of tenancy rights by any of the original occupiers to any one shall not be allowed under any circumstances. Rehab tenements shall not be transferred for a period of Ten years from the date of occupation.

5) The NOC holder will have to pay an expenditure, amounting to ₹8,45,860/- incurred by the Board towards structural repairs/propping / demolition, processing of reconstruction scheme/land acquisition etc. at the office of the Asstt. Accounts Officer (Zone-III) /MBRRB & produce certified xerox copy of receipt of payment to this office before issue of Commencement Certificate above plinth by MCGM. In future, if additional expenditure over & above ₹ 8,45,860/- found incurred by the Board, the same will also have to repaid to the Board as & when Board demands.

6) The plans of the proposed building shall be submitted to MCGM within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled. As far as possible provision of tenements of 300.00 sq.ft. to 350.00 sq.ft. carpet area shall be made in the proposed building plans for handing over to this office on account of surplus Built Up Area to be surrendered to the Board as per condition No.11 of this NOC.

After issue of IOD and approval to plans by MCGM.

i) Plans showing the tenements to be surrendered to MBRRB shall be shown prominently and copy of the same shall be submitted to MBRRB.

ii) The tenements to be surrendered shall be mortgaged in the name of MBRRB by way of registered deed within 15 days from issue of IOD by MCGM.

This shall be clearly shown in the proposed / approved building plans, otherwise permission for obtaining occupation certificate will not be granted.

7) The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme in a prescribed proforma by every month till completion of scheme to the Executive Engineer, "B2" Divn/ MBRRB under intimation to this office. The Executive Engineer, "B2" Divn./MBRRB shall supervise the construction work for rehab portion of existing tenants & surplus tenement made available to the Board as per the norms of building bye laws & DCR 33(7). He shall also ensure that the condition No. 6 should be strictly adhered to.

8) Recovery of cess shall be discontinued from the date of issue of Commencement Certificate by MCGM. The NOC holder will have to furnish the certificate from the concerned Officer of MCGM to the effect that the repair cess is paid upto that date, before demanding occupation certificate to the newly constructed building.

9) During the period of reconstruction, the NOC holder have to provide temporary transit accommodation to the occupiers of old building. Such Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by M.C.G.M. for the reconstructed building.

10) If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.

11) The NOC holder has to surrender a surplus built up area as per III rd Schedule of MHAD Act-1976.

The exact surplus built up area if any as provided in the IIIrd Schedule of MHAD Act-1976, shall be communicated to you after you submit to this office the plans of proposed buildings with permissible FSI, duly approved by MCGM. The surplus area, if any required to be surrendered to the Board will have to be made available to the Board at an amount as may be decided by the Board.

12) The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.

13) After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap/collapse occurs, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap/collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.

It shall be your sole responsibility henceforth to carry out repairs to the old cess building at your risk and cost, whenever such repairs are deemed to be necessary as decided by the M.B.R.& R. Board.

C.O.I.R.R.

14) The proposal of issue of NOC for obtaining occupation certificate from MCGM to the newly constructed building will have to be submitted in the office of the Executive Engineer, "B2" Divn/MBRRB alongwith the following documents / information.

a) Copy of approved plan alongwith copy of IOD & C.C. from M.C.G.M. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan alongwith carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area & proposed allotted area.

b) The concerned Architect & NOC Holder/Developer should give certificate that the newly constructed building is in accordance with the plans approved by MCGM & the tenements constructed for rehabilitation of the occupiers of cessed building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.

c) Certified copies of agreements executed between the occupiers & NOC Holder/Developer.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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d) Photographs of the newly constructed building taken from various angles.

15) NOC for full and final Occupation Certificate for any free sale building/ component will be given only after all the old occupants, as certified by the Executive Engineer, "B2" Divn/MBRRB including those who may be staying in the Board's transit camps, have been re-housed in the newly constructed building (s) by complying with the requirements as stated in Sr. No.14 (a) to (d) above and only after surrendering surplus built- up area as per IIIrd Schedule of MH&AD Act, 1976, if any.

16) If it is subsequently found that the documents/information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences/losses, if any thereof if arises in future. If authenticity of no. of occupants prior to 13.06.1996 as per list found fake or bogus the surplus area will be worked out accordingly & the same will be binding on NOC holder. In such cases the NOC holder have to make good the losses if any to the Board.

17) The Board will not be responsible for certifying the Built up area of non-cessed structures if any on the said property. The same shall be certified by your licensed architect, as this does not fall within the purview of the Board. The Built up area of non-cessed structures on the captioned property, if any shall be verified by MCGM prior to issue of IOD.

18) Necessary trial pits/trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. consultant/structural Engineer, registered with MCGM.

E.O. (B2)

19) As far as possible separate building for rehabilitation of existing tenants & for the purpose of free sale, taking into account the plot area of the captioned property shall be constructed. The NOC holder has to form the independent Co.Op.Hsg. Society for rehab building of tenants as well as for free sale component after giving possession to the existing tenants & prospective buyers.

20) If any tenant/occupant of existing building is staying in MBRR Board's Transit Camp then it shall be binding on the NOC holder to shift them from Transit Camp and provide them suitable alternate accommodation from the date of issue of NOC till rehabilitating them in newly constructed building at his risk and cost.

21) The NOC holder shall execute Agreement with all the tenants / occupants stating therein the rehabilitation area agreed to be provided apart from other terms & conditions. The copy of such agreement shall be submitted to MHADA / MCGM before issue of Commencement Certificate by MCGM.

22) If the NOC holder proposes to construct separate buildings for rehab and free sale, then the Commencement Certificate for free sale buildings shall be issued only after the work of rehab buildings is started.

23) The NOC holder will have to execute Agreement with MHADA/ MBRRB in respect of surrendering surplus Built up Area in accordance to the provisions of DCR 33(7), as per 3rd schedule of MHAD Act 1976 within 30 days after approval of IOD/ plans by MCGM and prior to issue of Commencement Certificate by MCGM on ₹ 100/- Stamp Paper. The MCGM shall not grant Commencement Certificate or any further permission unless the Agreement is duly executed between NOC holder and MHADA/ MBRRB and letter to that effect is issued by MBRRB.

24) The Room No.3 & 3A of Ground floor, Room No.13-13A of 4th floor are clubbed together & considered single occupancy respectively for redevelopment proposal.

25) The Room No.4A of Ground floor & Room No.9D of 3rd floor is not considered. Accordingly total 29 tenancies / occupiers are considered.

26) The applicant is required to update Property Register Card in their name prior to obtaining Commencement Certificate from MCGM and submit the copy of same to MBRRB.

Encl.: List of certified tenants.

Chief Officer,
M.B.R.& R.Board, Mumbai.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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ANNEXURE-X

Division: MAHIM
Register No. 135
Page No. 32

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
(Prepared under Section 287 of the Maharashtra Land Revenue Act, 1966)

Fed by: S.O. Bodarwala
Validated by : SHRI G. P. DMOTRE

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq.Yds/Mts.	7. Longhtons Survey No.	8. Collectors New No. (Collectors Rent Roll No.)
171	KAMBEKAR ST.	216-212	1340	[PENSION & TAX] C.I.A.	58.YARDS (299.00) SQ.METERS 250.00	PART OF 3001	7986 (NO.IN C.R.R.NO.516) E.T.A.C.R.R.NO.516

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Devolution of Title
VIDE COL.17	(A)---VIDE C.S.NO.1301 -(FATTMBAR)- (B)-C-[MULLA MAHOMED HUSEIN MULLA GULAM HUSEIN] - [(HOLDER)] - (C)-D-[ABDUL REHMAN ABDULLA PUTHUVEETTIL]-DIED DT.13-01-2009 E-[MUMTAZ ABDUL REHMAN] - [(HOLDERS)] - (D)-F-[MR.ASLAM ABDUL REHMAN PUTHUVEETTIL] G-[MR.BASHIR ABDUL REHMAN PUTHUVEETTIL] H-[MRS.WAHEEDA ARIF CONTRACTOR D/O ABDUL REHMAN PUTHUVEETTIL] -[(HOLDERS)]- (E)-I-A PATNI REALTY PVT.LTD. - HOLDER -	(B)-(DEED 5161) CONVEYANCE DT.25.11.44 FROM FATMABAI W/O HAJI VALIMAHOMED SULLEMAN & ANOTHER TO 'C' IN COL.10 FOR RS.55,000/- (C)-(DEED NO.148/98) DEED OF CONVEYANCE DT.16-1-1998 FROM SAIFUDDIN MULLA MAHAMED HUSEIN FOR SELF & C.A.TO ASHABAI W/O SAIFUDDIN SHAKIR,KHATIJABAI W/O GULAMABBAS & ZUBEDA D/O MULLA MOHAMED HUSEIN AS ONLY HEIRS OF DECEASED 'C' IN COL.10 TO 'D' & 'E' IN COL.10 FOR RS.1,90,000/- REF:-MH/260-10-96 AS PER INDEMNITY DT.23-10-96 MADE BY 'D','E' IN COL.10 BEFORE NOTARY GR.BOMBAY TO THE EFFECT THAT SAIFUDDIN MULLA MOHAMED HUSEIN,ASHABAI W/O SAIFUDDIN SHAKIR,KHATIJABAI W/O GULAMABBAS & ZUBEDA AS HEIRS & LEGAL REPRESENTATIVES OF DECEASED 'C' IN COL.10 REF:-MH/261-10-96 (D)-(DEED NO.BDE-1/1526/2016) DEED OF DECLARATION-CUM-INDEMNITY DT.23-02-2016 & REGD.ON 23-02-2016 MADE BY 'E','F','G' & 'H' IN COL.10 TO 'E' IN COL.10 HERSELF AND C.A.FOR 'F','G' & 'H' IN COL. 10 TO THE EFFECT THAT 'D' IN COL.10 DIED INTESTATE LEAVING BEHIND 'E','F','G' AND 'H' IN COL.10 AS ONLY LEGAL HEIRS AND LEGAL REPRESENTATIVES VIDE NOT.TR.NO.301/2016 (E)-(DEED NO.BDE-1/8323/2010) DEED OF CONVEYANCE DT.26-10-2010 & REGD. ON 26-10-2010 FROM 'E' IN COL.10 HERSELF AND C.A.TO 'F','G' & 'H' IN COL.10 CONVEYED THIS PPTY.IN FAVOUR OF 'I' IN COL.10 THROUGH IT'S DIRECTOR MR.ADNAN ASLAM PATNI FOR RS.25,00,000/- VIDE NOT.TR.NO.302/2016	- Nil -

13. Original Grant from Govt., if any	14. Lease from Public Body or Fariedar	15. Ground Rent due to Public Body or Fariedar	16. Superintendents Initial
- Nil -	- Nil -	- Nil -	(C)-SD/-31-10-96,SD/-31-10-96,SD/-31-10-96 ASSTT.SUPDT.ELM C.T.S.O.NO. 7 BOMBAY (D)-SD/-6-8-2016,SD/-08-08-2016,SD/-8-8-16 SUPDT.N.C.S.& L.R.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY 1 * MUMBAI *

13. Original Grant from Govt., if any	14. Lease from Public Body or Fazindar	15. Ground Rent due to Public Body or Fazindar	16. Superintendents Initial
			(E)-SD/-6-8-2016,SD/-08-08-2016,SD/-8-8-16 SUPDT.N.C.S.& L.R.

17. Remarks	9. Continued
-ASSESSMENT INCLUDED IN C.S.NO.1301 -A-ASSESSMENT FIXED AS PER TAB ACT,1969 AND VIDE ORDER NO.REV/TAB/1/- ---------C.S.NO.1340 DATED 6.3.91 ISSUED BY THE DEPUTY COLLECTOR TEN-URE ABOLITION BRANCH, BOMBAY CITY ORDER FILED IN FILE NO.S/NI/NISC/-NAMPVT DIVISION SD/-4.6.91,SD/-4.6.91 AS-I M= -THE HON.MR.EBRAHIMBHOY RAHIMTULLA & JAFFERBHOY RAHIMTULLA -(MORTGAGEES) -MORTGAGE VIDE C.S.NO.1301 -BOTILAL MOWANDAS -(TRANSFEREE OF MORTGAGE) -TO.DT.4.4.38 OF MORTGAGE:DT.21.4.32 & F.C.DT.31.8.36 FROM JAGMOHAN-DAS MANZIDMADAS FOR RS.13000/-& FURTHER CHARGE DT.4.4.38 FOR RS.-2,000/-FEDA BAI RUKHBADAT WIFE OF ABDUL A RAHIMTULLA -RS.15,000/-	Assessment Levied/Fixed as per TAB Act, 1969 and vide Col.No 17 for first 10 Years (i) 1-8-1971 to 31-7-1981 Rs. 160.80 P.A. (ii) 1-8-1981 to 31-7-1991 Rs. 402.00 P.A. (iii) 1-8-1991 to 31-7-2001 Rs. 804.00 P.A. (iv) 1-8-2001 to 31-7-2011 Rs.1206.00 P.A. For last 10 Years (v) 1-8-2011 to 31-7-2021 Rs.1608.00 P.A.

Name of Applicant: SAMEER MAHALAY
Date of Application:08/08/2016
Fee recovered: Rs.[illegible]50.00
Reference of issue: 210808070163
Date of issue : 10 AUG 2016

(Rectangular '[ ]' Brackets shows entry deleted)

~~Note :- This is a true copy of the extract of C.S.Register which forms part of this Office records and the area of the property referred to therein is [illegible] sq.mtrs. (TWO HUNDRED FIFTY SQ. MTRS. ONLY)~~

~~[illegible]~~

NOTE :- LAND REVENUE IS IN ARREARS

10-08-2016

Assistant Superintendent Cum
City Survey Officer No. 1/2 Mumbai.

ANNEXURE-XI

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EB/6437/B/AL दि 17-1-2012

To
Shri Ankit Dharia,
Licence Surveyor,
42-44, Shree Niwas, Bandu Gokhale Path,
Opp.Swami Samarth Nagar,
Girgaum, Mumbai – 400 004.

Ex. Eng. Bldg. Proposal (City) - I
'E' Ward, Municipal Office, 3rd Floor,
10, S. K. Hafizuddin Marg, Byculla,
Mumbai - 400 008

Sub: Proposed amalgamation of property bearing C.S. No.1337, 1338, 1339, 1340 & 1315 of Mandavi Division situated at 70, 72-74, 76 & 78Kambeker Street, & 13 Chunam Klin Lane "B" Ward, Mumbai.

Sir,

I have to inform you that there is no objection to amalgamate the above referred plots, subject to the following conditions.

1. That the compound walls, if any, between plots shall be demolished and common compound wall will be constructed along the boundaries of the amalgamated plot.
2. That the Registered Undertaking shall be submitted stating therein that the owner will not come forward for proposal of sub division of the amalgamated plot in future.
3. That the single P.R. Card of amalgamated plots shall be submitted.
4. That these terms and conditions shall be binding not only on the owners for the time being but also on their heirs, executors, administrators, assignees and every person deriving the title through or under them.
5. Registered Undertaking for handing over setback land free of compensation to M.C.G.M. as and when demanded will be submitted.

Yours faithfully,

Sd/-
Executive Engineer,
Building Proposals(City)- I

No. EB/6437/B/A दि 17-1-2012

Copy to:
1. The Owner
M/s. A. Patni Realty Pvt. Ltd.,
116, E.M. Merchant Road,
Off Mohommed Ali Road, Mumbai-400 003.
2. The Collector of Mumbai.
3. S.E. (Survey)
4. Asst. Commissioner "B" Ward
5. E.E. (T & C)

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17-1-2012
Executive Engineer,
Building Proposals(City)- I

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ANNEXURE-XII

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ
(म्हाडाचा घटक)
MUMBAI BUILDING REPAIRS AND RECONSTRUCION BOARD
(A MHADA UNIT)

म्हाडा
MHADA

NO OBJECTION CERTIFICATE

No.R/NOC/F-2282/ 6690 /MBRRB-14
Dated:- 23 AUG 2014

To,
M/s A. Patni Realty Pvt. Ltd.,
116, E.M. Merchant Road,
of Mohammedali Road, Mumbai- 400 002

Sub :- Redevelopment of property C.S.No.1341 of Mandvi Divn., Building No.80-82, bearing cess No.B-2629-31, situated at Kambekar Street, Mumbai-400 009, known as "Sonawala Building".

Ref :- Your Architect M/s A.P. Dharia & Associates letter dated 20.04.2012.

With reference to the above subject matter and letter under reference "No Objection Certificate" is hereby granted for redevelopment of captioned property with FSI 3.00 or the FSI required for rehabilitation of existing occupiers plus 50% incentive FSI, whichever is higher, in accordance with the modified D.C. Regulation 33(7) and Appendix – III of this Regulation sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999, Notification No. TPB 4308/ 3224/ CR-268/08/UD-11 dated 02nd March 2009 and Notification No.TPB 4308/ 3224/CR-268/2008/A/UD-11 dated 21 May 2011, on the following terms and conditions :

C.O. INL.

1) All the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to the minimum carpet area of 27.88 sq.mt. (300 sq.ft. fixed) and/or maximum carpet area 70 sq.mt. (753 sq.ft.) as provided in the MH&AD Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Provided that if carpet area for residential purpose exceeds 70.00 sq.mt. (753 sq.ft.) the cost of construction shall be paid by tenant/occupant to the developer. The cost of construction shall be as per Ready Reckoner rate of that year. However, the carpet area exceeding 70.00 sq.mt. (753 sq.ft.) shall be considered for rehab FSI but shall not be considered for incentive FSI. Accordingly the plans be got approved from M.C.G.M. as per the clause 16 of Appendix-III of the Notification dated 02nd March 2009.

गृहनिर्माण भवन, कलानगर, वान्द्रे (पूर्व), मुंबई - ४०० ०५१.
दूरध्वनी ६६४०५०००, २६५९२८७७, २६५९२६२२
फॅक्स नं. : ०२२-२६५९२०५८ / २६५९०६६० पत्रपेटी क्र. ८१३५

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone : 66405000, 26592877, 26592622.
Fax No. : 022-26592058 / 26590660 Post Box No. 8135

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI ★ MUMBAI ★

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2) The tenements in the reconstructed building shall be allotted by the landlords / occupants' co-operative housing society to the occupiers as per the list certified by the Mumbai Building Repairs & Reconstruction Board.

3) There shall not be any discrimination in providing rehab area to all occupants. The minimum & maximum area shall be as per rules & no clubbing of areas is allowed.

4) After issue of this NOC & till giving possession of tenements to the original occupiers in the new building, sale/transfer of tenancy rights by any of the original occupiers to any one shall not be allowed under any circumstances. Rehab tenements shall not be transferred for a period of Ten years from the date of occupation. Restriction on transfer of tenements shall be governed by provision of Rent Control Act till Coop. Society is formed and after that the same shall be governed by the provision of Maharashtra Co-op. Society's Act.

5) The NOC holder will have to pay an expenditure, amounting to ₹29,08,239/-incurred by the Board towards structural repairs/propping / demolition, processing of reconstruction scheme/land acquisition etc. at the office of the Asstt. Accounts Officer (Zone-III) /MBRRB & produce certified xerox copy of receipt of payment to this office before issue of Commencement Certificate above plinth by MCGM. In future, if additional expenditure over & above ₹29,08,239/- found incurred by the Board, the same will also have to repaid to the Board as & when Board demands.

6) The plans of the proposed building shall be submitted to MCGM within six months from the date of issue of this NOC positively for its approval, failing which right is reserved by this office to cancel the NOC. As far as possible provision of tenements of 300.00 sq.ft. to 350.00 sq.ft. carpet area shall be made in the proposed building plans for handing over to this office on account of surplus Built Up Area to be surrendered to the Board as per condition No.11 of this NOC.
After issue of IOD and approval to plans by MCGM.
   i) Plans showing the tenements to be surrendered to MBRRB shall be shown prominently and copy of the same shall be submitted to MBRRB.
   ii) The tenements to be surrendered shall be mortgaged in the name of MBRRB by way of registered deed within 15 days from issue of IOD by MCGM.
   This shall be clearly shown in the proposed / approved building plans, otherwise permission for obtaining occupation certificate will not be granted.

7) The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme in a prescribed proforma by every month till completion of scheme to the Executive Engineer, "B2" Divn/ MBRRB under intimation to this office. The Executive Engineer, "B2" Divn./ MBRRB shall supervise the construction work for rehab portion of existing tenants & surplus tenement made available to the Board as per

the norms of building bye laws & DCR 33(7). He shall also ensure that the condition No.6 should be strictly adhered to.

8) Recovery of cess shall be discontinued from the date of issue of Commencement Certificate by MCGM. The NOC holder will have to furnish the certificate from the concerned Officer of MCGM to the effect that the repair cess is paid upto that date, before demanding occupation certificate to the newly constructed building.

9) During the period of reconstruction, the NOC holder have to provide temporary transit accommodation to the occupiers of old building. Such Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by M.C.G.M. for the reconstructed building.

10) If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.

11) The NOC holder has to surrender a surplus built up area as per IIIrd Schedule of MHAD Act-1976.

The exact surplus built up area if any as provided in the IIIrd Schedule of MHAD Act-1976, shall be communicated to you after you submit to this office the plans of proposed buildings with permissible FSI, duly approved by MCGM. The surplus area required to be surrendered to the Board will have to be made available to the Board at an amount as may be decided by the Board.

12) The NOC holder will have to execute Agreement with MHADA/ MBRRB in respect of surrendering surplus Built up Area in accordance to the provisions of DCR 33(7), as per 3rd schedule of MHAD Act 1976 within 30 days after approval of IOD/ plans by MCGM and prior to issue of Commencement Certificate by MCGM on ₹100/- Stamp Paper. The MCGM shall not grant Commencement Certificate or any further permission unless the Agreement is duly executed between NOC holder and MHADA/ MBRRB and letter to that effect is issued by MBRRB.

13) The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.

14) After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap/collapse occurs, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap/ collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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It shall be your sole responsibility henceforth to carry out repairs to the old cess building at your risk and cost, whenever such repairs are deemed to be necessary as decided by the M.B.R.& R. Board.

15) The proposal of issue of NOC for obtaining occupation certificate from MCGM to the newly constructed building will have to be submitted in the office of the Executive Engineer, "B2" Divn/MBRRB alongwith the following documents / information.

a) Copy of approved plan alongwith copy of IOD & C.C. from M.C.G.M. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan alongwith carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area & proposed allotted area.

b) The concerned Architect & NOC Holder/Developer should give certificate that the newly constructed building is in accordance with the plans approved by MCGM & the tenements constructed for rehabilitation of the occupiers of cessed building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.

c) Certified copies of agreements executed between the occupiers & NOC Holder/Developer.

d) Photographs of the newly constructed building taken from various angles.

16) NOC for full and final Occupation Certificate for any free sale building/ component will be given only after all the old occupants, as certified by the Executive Engineer, "B2" Divn/MBRRB including those who may be staying in the Board's transit camps, have been re-housed in the newly constructed building (s) by complying with the requirements as stated in Sr. No.15 (a) to (d) above and only after surrendering surplus built- up area as per IIIrd Schedule of MH&AD Act, 1976, if any.

17) If it is subsequently found that the documents/information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences/losses, if any thereof if arises in future. If authenticity of no. of occupants prior to 13.06.1996 as per list found fake or bogus the surplus area will be worked out accordingly & the same will be binding on NOC holder. In such cases the NOC holder have to make good the losses if any to the Board.

18) In case of mix of the structures i.e. cessed & non cessed structures and if the area of non cessed structures existing prior to 30.09.1969, area of land component under non-cessed structure works out upto a limit of 25% of plot area, then FSI shall be considered on total plot area. If this area exceeds 25% of the total area, then area above 25% shall be deducted from plot area. FSI for deducted area shall be as per regulation 32 and the remaining plot area shall be as per 33(7).

19) The Board will not be held responsible for certifying the Built up area of non-cessed structures if any on the said property. The same shall be

certified by your licensed architect, as this does not fall within the purview of the Board. The Built up area of non-cessed structures on the captioned property, if any shall be verified by MCGM prior to issue of IOD

20) Necessary trial pits/trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. consultant/structural Engineer, registered with MCGM.

21) As far as possible separate building for rehabilitation of existing tenants & for the purpose of free sale, taking into account the plot area of the captioned property shall be constructed. The NOC holder has to form the independent Co.Op.Hsg. Society for rehab building of tenants as well as for free sale component after giving possession to the existing tenants & prospective buyers.

22) If any tenant/occupant of existing building is staying in MBRR Board's Transit Camp then it shall be binding on the NOC holder to shift them from Transit Camp and provide them suitable alternate accommodation from the date of issue of NOC till rehabilitating them in newly constructed building at his risk and cost. The rent for tenant / occupant staying in Transit Camp shall be paid as per the prevailing policy of MHADA during intervening period.

23) The NOC holder shall execute Agreement with all the tenants / occupants staying therein the rehabilitation area agreed to be provided apart from other terms & conditions. The copy of such agreement shall be submitted to MHADA/MCGM before issue of Commencement Certificate by MCGM. The agreement for 25 Nos. of tenements in the name of MBRRB/MHADA shall be got execute between developer and Executive Engineer, "B2" Divn/MBRRB before obtaining Commencement Certificate from MCGM.

24) If the NOC holder proposes to construct separate buildings for rehab and free sale, then the Commencement Certificate for free sale buildings shall be issued only after the work of all rehab buildings reached above plinth.

25) A corpus fund will have to be created by the developer which will take care of the maintenance of the new building for a period of 10 years.

26) The captioned property belongs to Public Charitable Trust and given on lease hence applicant shall have to obtain necessary permission for redevelopment from concerned Department of Public Charitable Trust prior to start of work. After completion of new building all the terms of lease shall be complied by applicant with concerned Department of Public Charitable Trust.

27) The applicant is required to update Property Register Card in their name prior to obtaining Commencement Certificate from MCGM and submit the copy of same to MBRRB.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

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28) Ground floor Shop No.2A is clubbed with Shop No.2A-1 and accepted as one clubbed unit.

29) Ground floor Shop No.2B, 2C, 2E & the Room under staircase (RUS) is rejected.

30) First floor Room No.4 is rejected.

31) First floor Room No.5 & 5A, 4A & 4B has been accepted as a clubbed unit.

32) The tenancy/occupancy of Room No.5 & 5A is kept in abeyance.

33) Room Nos.6A & 6A-1, 6H are rejected.

34) Room Nos.6G has been accepted as one unit.

35) The Room No.7C-1 is rejected & the Room No.7C is accepted as one separate unit.

36) The Room No.8, 8-1 & 8-2 are clubbed together as one unit.

37) The Room No.8A-3 is accepted & Room No.8A-4 is rejected.

38) The Room Nos.9, 9C & 9C-1 are rejected.

39) The Room No.9D is accepted as one unit.

40) The Room No.9D-2 is rejected.

41) The Room No.9F is rejected.

42) The Indemnity Bond shall be submitted which indemnifying MBRRB from any Legal dispute, claimant for rehabilitation of the 34 existing occupants. The NOC will stand cancel if any litigation arises in future from any or all occupants presently staying in the building.

43) The NOC holder shall be responsible for any third party interest created by the landlord or occupants, if any.

44) The NOC holder has to hand over total 25 tenements of 27.88 Sq. mtrs. (300 sq.ft.) carpet area to MBR&R board free of cost.

45) The plans stating tenements to be surrendered to the MBR&R board shall be submitted.

46) The tenements to be handed over to MBRRB shall be mortgage to in the name of MBR&R board by way of registered agreement

Encl.: List of certified tenants.

(Dr. Ramaswami N.)
Chief Officer,
M.B.R.& R.Board, Mumbai.

ANNEXURE-XIII

Division: MANDVI
Register No. 135
Page No. 33

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
(Prepared under Section 28C of the Maharashtra Land Revenue Act, 1966)

Fed by:
Validated by : SHRI G. P. PATHE

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq.Yds/Mts.	7. Lanchtons Survey No.	8. Collectors New No. (Collectors Rent Roll No.)
121	KAMBEKAR STREET.	204,206,208,208 A,	1341	[PENSION & TAX] L.T.A.	98.YARDS (393.00) SQ.METERS 328.60	PART OF 3061	2986 ([C.R.R.NO.516]) L.T.A.C.R.R.NO.1843

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Devolution of Title
VIDE COL.17	(A)---VIDE C.S.NO.1301 -(FAZANDAR)- (B)--[KHAN BAHADUR HAKIM MAHOMED DAYAN] -[HAJI ABDUL REHMAN HAJI MAHOMED RADWANI] G-[AHMED HAJI KADERDINA- -[ABDULLA MIYA HAJI MAHOMED KADWANI] -[ABDEALLI MAHOMEDALLI KAJIJI AND] -[ABDUL RAHIM DIVTRINKER] [(TRUSTEES OF THE WILL OF RAHIMBAI WD OF HAJI ISMAIL HAJI ALLANA)] (C)--[ABDUL RAZAK ABDULLA] -[ABDUL SATAR MAHOMED HAJI VAHEDINA] -[ABDUL RAHIM MACHUSHET &] -[ABDUL RAHIM ISMAIL] -[MAHOMED UMER HAJI AHMED BABA] [(HOLDERS & TRUSTEES)] (D)-D-M/S.A.PATHI REALTY PRIVATE LIMITED	(B)-VIDE ORIGINAL ENTRY (C)-(DEED NO.3685) APPT.OF NEW TRUSTEE DT.17.7.41 FROM G IN COL.10 & ORS.TO G IN COL.10 & ORS VIDE ALSO C.S.NO.1362,1101 & THIS DN. & 179 OF TARDEO DIVN. (D)-(DEED NO.BBE-1/5552/2012) DEED OF CONVEYANCE DT.27/6/2012 (REGD ON 28/06/2012) FROM THE PRESENT TRUSTEES OF TRUST 'BAI RHIMABAI HAJI ISMAIL ALLANA CHARITIES TRUST' CONVEYED THE SAID PROPERTY TO D IN COL.10 FOR RS.1,15,00,000/-AND ALSO VIDE ORDER DTD.11/01/2012 IN APPLICATION NO.J-4/92 OF 2011 U/S 36(1)(A)&(C)OF BOMBAY PUBLIC TRUST ACT,1950 ISSUED BY HON CHARITY COMMISSIONER MAHARASHTRA STATE,MUMBAI HENCE THE NAME OF B,G & C IN COL.10 ARE DELETED. VIDE MUT.TR.NO.643/2023	- Nil -

13. Original Grant from Govt., if any	14. Lease from Public Body or Fazandar	15. Ground Rent due to Public Body or Fazandar	16. Superintendents Initial
- Nil -	- Nil -	11 - 8 - YEARLY.	(B)-SD/-MS,SD/-27-6-23 ASSTT SUPDT,SD/-27-6-23 SUPDT.M.C.S.&L.R.

17. Remarks	9. Continued
-ASSESSMENT INCLUDED IN C.S.NO.1302 -[ASSESSMENT FIXED AS PER TAR ACT,1969 AND VIDE ORDER NO.REV/TAR/1/SC/ MANDVI C.S.NO.1341 DATDED 29.8.83 ISSUED BY THE DEPUTY COLLECTOR IE- NURE ABOLITION BRANCH,BOMBAY CITY ORDER FILED IN FILE NO.S/MI/MISC/- MANDVI DIVISION] SD/-13.10.83 -REVISED ASSESSMENT FIXED AS PER TAR ACT,1969 AND VIDE ORDER NO.REV/ - TAR/1/SC/MANDVI C.S.NO.1341 DATED 7.2.86 ISSUED BY THE DEPUTY COLLEC-	Assessment Levied/Fixed as per TAR Act, 1969 and vide Col.No.17 for first 10 Years (i) 1-8-1971 to 31-7-1981 Rs. 211.30 P.A. (ii) 1-8-1981 to 31-7-1991 Rs. 528.25 P.A. (iii) 1-8-1991 to 31-7-2001 Rs.1056.50 P.A. (iv) 1-8-2001 to 31-7-2011 Rs.1584.75 P.A. For last 10 Years (v) 1-8-2011 to 31-7-2021 Rs.2113.00 P.A.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY

2 - 5 - 2022

17. Remarks	9. Continued
TOR TENURE ABOLITION BRANCH,BOMBAY CITY ORDER FILED IN FILE NO.S/MI/- MISC/MANDVI DIVISION SD/-7.5.86 M= -THE HON.MR.EBRAHIMBHOY RAHIMTULLA & JAFFERBHOY RAHIMTULLA -(MORTGAGEES)- -MORTGAGE VIDE C.S.NO.1301	

Name of Applicant: A PATHI REALTY PVT LTD
Date of Application:03/07/2023
Fee recevered: Rs.88888850.00
Reference of issue: 911507720234
Date of issue :

11 JUL 2023

(Rectangular "[ ]" brackets shows entry deleted)
Note :- This is a true copy of the extract of C.S.Register which forms part of this office record and the area of the property referred to therein is 336.00 Sq. meters.
(THREE HUNDRED TWENTY EIGHT POINT SIXTY sq. mtrs. ONLY)

111
Superintendent
Mumbai City Survey and Land Records

This Extract of C. S. Register Issued under the search application only.

Assistant Superintendent Cum.
City Survey Office No. 1/2, Mumbai.

SUB-REGISTRAR, MUMBAI CITY-1 * MUMBAI *

2024	968/968	9-8-24

ANNEXURE-XIV

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ
(म्हाडाचा घटक)
MUMBAI BUILDING REPAIRS AND RECONSTRUCTION BOARD
(A MHADA UNIT)

म्हाडा MHADA

No.R/NOC/F-1832,1765,1926,1993&1995/7754/MBRRB-13
Dated 8 OCT 2013

To,
M/s. A. Patni Realty Pvt. Ltd.,
116, E. M. Merchant Road of Mohamedali Road,
Mumbai-400 002.

Sub :- Composite redevelopment of property bearing C.S.No.1315, 1337, 1338, 1339, 1340 & 1341 of Mandvi Divn. bearing cess No.B-3160, B-2367, B-2634-36, B-2633, B-2632 & B-2629-31, situated at Chunam Lane & Kambekar Street, Mumbai.

Ref.: 1)NOC issued vide letter No.R/NOC/F-1832/2305/ MBRRB-09 dated 28.05.2010 and
2)NOC issued vide letter No.R/NOC/F-1765/5140/ MBRRB-09 dated 14.12.2009
3)NOC issued vide letter No.R/NOC/F-1995/5978/ MBRRB-11 dated 19.12.2011.
4)NOC issued vide letter No.R/NOC/F-1993/5977/ MBRRB-11 dated 19.12.2011.
5)Composite NOC issued vide letter No.R/NOC/F-1832 & 1765 / 2501/ MBRRB-10 dated 11.06.2010 for property bearing C.S.No.1338 & 1339
6)NOC issued vide letter No.R/NOC/F-1926/ 3193/ MBRRB-11 dated 24.06.2011.
7)Letter of Intent issued vide letter No.R/NOC/LOI 33(7)/ 3444/ MBRRB-13 dated 17.05.2013.
8) Your letter dated 30.09.2013.

With reference to the above subject matter and letter under reference the permission for composite redevelopment of the captioned properties with FSI 2.5 or the FSI required for rehabilitation of existing occupiers plus 60% incentive FSI for C.S.No.1338, 1339 & 1340 of Mandvi Divn. and with FSI 3.0 or the FSI required for rehabilitation of existing occupiers plus 60% incentive FSI for C.S.No.1315 & 1337 of Mandvi Divn., whichever is higher, is hereby granted & in accordance with the modified D.C. Regulation 33(7) and Appendix – III Clause 5(d) of this Regulation 33(7) sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999, Notification No.TPB 4308/ 3224/ CR-268/08/UD-11 dated 02nd March 2009 and Notification No.TPB 4308/ 3224/CR-268/2008/A/UD-11 dated 21 May 2011, on the following terms and conditions –

1) The terms & conditions prescribed in the NOC's granted by this office vide letters 1)No.R/NOC/F-1832/2305/MBRRB-09 dated 28.05.2010, 2)No.R/NOC/ F-1765 / 5140 / MBRRB-09 dated 14.12.2009, 3)No.R/ NOC/ F-1995/ 5978/ MBRRB-11 dated 19.12.2011, 4)NOC issued vide letter No.R/ NOC/ F-1993/ 5977/ MBRRB-11 dated 19.12.2011, 5)Composite NOC No.R/NOC/F-1832 & 1765 / 2501/ MBRRB-10 dated 11.06.2010, 6)No.R/NOC/F-1926/ 3193/ MBRRB-11 dated 24.06.2011 and 7)Letter of Intent issued No.R/NOC/LOI 33(7)/ 3444/

गृहनिर्माण भवन, कलानगर, वान्द्रे (पूर्व), मुंबई - ४०० ०५१.
दूरध्वनी ६६४०५०००, २६५९२८७७, २६५९२६२२
फॅक्स नं. : ०२२-२६५९२०५८ / २६५९०६६० पत्रपेटी क्र. ८१३५

Grihe Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone : 66405000, 26592877, 26592822.
Fax No. : 022-26592058 / 26590660 Post Box No. 8135

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

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MBRRB-13 dated 17.05.2013 shall be complied with within prescribed time limit.

2) Before commencement of joint redevelopment, all the plots shall be got amalgamated from the competent authority of the MCGM.

3) The NOC for C.S.Nos.1341 of Mandvi Divn should be obtained from MBRRB before start of work on C.S.Nos.1341 of Mandvi Divn. FSI for C.S.Nos.1341 of Mandvi Divn shall be restricted to FSI 3.00 or area required for rehab + 50% incentive whichever is higher till the NOC for C.S.Nos.1341 of Mandvi Divn is submitted to this office.

4) The revised amalgamation proposal shall be got approved after obtaining NOC for C.S.No.1341 of Mandvi Divn. from MBRRB. Accordingly, surplus area to be surrendered to the Board will be works out & same will have to be made available to the Board. However, the exact surplus area will be worked out as per MCGM approved plan of amalgamated plots.

5) The Board will not be responsible for certifying the Built up area of non-cessed structures if any on the said property. The same shall be certified by your licensed architect, as this does not fall within the purview of the Board. The Built up area of non-cessed structures on the captioned property, if any shall be verified by MCGM prior to issue of IOD.

6) The Commencement Certificate for proposed built up area for buildings situated on C.S.Nos.1341 of Mandvi Divn. will not be granted unless NOC from MBRRB is to be obtained.

7) The surplus area will be worked out after the plans are approved by MCGM.

Chief Officer,
M.B.R. & R. Board, Mumbai.

THE JOINT SUB-REGISTRAR, MUMBAI CITY-I
MUMBAI

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ANNEXURE-XV

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ
(म्हाडाचा घटक)
MUMBAI BUILDING REPAIRS AND
RECONSTRUCTION BOARD
(A MHADA UNIT)

म्हाडा
MHADA

No.R/NOC/F-1832,1765,1926,1993&1995/7022/MBRRB-15
Dated:- 7 Sept 2015

7 SEP 2015

To,
M/s. A. Patni Realty Pvt. Ltd.,
116, E. M. Merchant Road of Mohamedali Road,
Mumbai-400 002.

Sub :- Composite redevelopment of property bearing C.S.No.1315, 1337, 1338, 1339, 1340 & 1341 of Mandvi Divn. bearing cess No.B-3160, B-2367, B-2634-36, B-2633, B-2632 & B-2629-31, situated at Chunam Lane & Kambekar Street, Mumbai.

Ref.: 1) NOC issued vide letter No.R/NOC/F-1832/2305/ MBRRB-09 dated 28.05.2010 and
2) NOC issued vide letter No.R/NOC/F-1765/5140/ MBRRB-09 dated 14.12.2009
3) NOC issued vide letter No.R/NOC/F-1995/5978/ MBRRB-11 dated 19.12.2011.
4) NOC issued vide letter No.R/NOC/F-1993/5977/ MBRRB-11 dated 19.12.2011.
5) Composite NOC issued vide letter No.R/NOC/F-1832 & 1765 / 2501/ MBRRB-10 dated 11.06.2010 for property bearing C.S.No.1338 & 1339
6) NOC issued vide letter No.R/NOC/F-1926/ 3193/ MBRRB-11 dated 24.06.2011.
7) Composite NOC issued vide letter No.R/NOC/ F-1832,1765,1962, 1993 & 1995/7754/MBRRB-13, dated 08.10.2013
8) NOC issued vide letter No.R/NOC/F-2282/6690/ MBRRB-14 dated 26.08.2014.
9) Your letter dated 20.06.2015.

With reference to the above subject matter and letter under reference the permission for composite redevelopment of the captioned properties with FSI 2.5 or the FSI required for rehabilitation of existing occupiers plus 70% incentive FSI for C.S.No.1338, 1339 & 1340 of Mandvi Divn. and with FSI 3.0 or the FSI required for rehabilitation of existing occupiers plus 70% incentive FSI for C.S.No.1315, 1337 & 1341 of Mandvi Divn., whichever is higher, is hereby granted & in accordance with the modified D.C. Regulation 33(7) and Appendix – III Clause 5(d) of this Regulation 33(7) sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999, Notification No.TPB 4308/3224/CR-268/08/UD-11 dated 02nd March 2009 and Notification No.TPB 4308/3224/CR-268/2008/A/UD-11 dated 21 May 2011, on the following terms and conditions –

1) The terms & conditions prescribed in the NOC's granted by this office vide letters 1)No.R/NOC/F-1832/2305/MBRRB-09 dated 28.05.2010, 2)No.R/NOC/F-1765 /5140/MBRRB-09 dated 14.12.2009, 3)No.R/ NOC/ F-1995/5978/MBRRB-11 dated 19.12.2011, 4)NOC issued vide letter No.R/NOC/F-1993/ 5977/ MBRRB-11 dated 19.12.2011, 5)Composite NOC No.R/NOC/F-1832 & 1765/

गृहनिर्माण भवन, कलानगर, वांद्रे (पूर्व), मुंबई-४०० ०५१
दुरध्वनी : ६६०४५३८७, ६६४०५३१८, २६५९०४७२
फॅक्स : (०२२) २६५९१३९७ / ०४७२ / २०५८, पत्रपेटी क्र. ८१३५

Griha Nirman Bhavan Kalanagar, Bandra (E), Mumbai- 400051
Phone : 66045387, 66405318, 26590472
Fax : (022) 26591397 / 0472 / 2058, Post Box No.8135

2501/MBRRB-10 dated 11.06.2010, 6)No.R/NOC/F-1926/3193/ MBRRB-11 dated 24.06.2011 and 7)NOC issued vide letter No.R/ NOC/ F-2282/ 6690/MBRRB-14 dated 26.08.2014. shall be complied with within prescribed time limit.

2) Before commencement of joint redevelopment, all the plots shall be got amalgamated from the competent authority of the MCGM.

3) The revised amalgamation proposal shall be got approved. Accordingly, surplus area to be surrendered to the Board will be works out & same will have to be made available to the Board. However, the exact surplus area will be worked out as per MCGM approved plan of amalgamated plots.

4) The Board will not be responsible for certifying the Built up area of non-cessed structures if any on the said property. The same shall be certified by your licensed architect, as this does not fall within the purview of the Board. The Built up area of non-cessed structures on the captioned property, if any shall be verified by MCGM prior to issue of IOD.

5) The surplus area will be worked out after the plans are approved by MCGM.

(Sumant Bhange)
Chief Officer,
M.B.R.& R.Board, Mumbai.

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SEAL OF THE JOINT SUB-REGISTRAR MUMBAI

ANNEXURE-XVI

BMPP-16455-2013-14-5,000 Forms. (4 Pages F/B) **No. EB/5426/B/A** EC-48

Form 346 / 88

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

Ex. Eng. Bldg. Proposal (City) - I
'E' Ward, Municipal Office, 3rd Floor,
10, S. K. Hafizuddin Marg, Byculla,
Mumbai - 400 008

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

EB/5426/B/A 22/10/14

No. E.B./CE/ BS/A of 20 - 20

MEMORANDUM

Municipal Office,
Mumbai 20

M/s. A. Patni Realty Pvt. Ltd.,
116, E.M. Merchant Road,
Off Mohammed Ali Road,
Mumbai-400 002.

With reference to your Notice, letter No. .....3879..... dated22.12.2009..... 20 and delivered on .....10.01.2010..... 20 and the plans, Sections Specifications and Description and further particulars and details of your buildings at .....C.S. No.1337, 1338, 1339, 1340, 1341 & 1315 of Mandvi Division at Kambekar Street & Chuman Kiln Lane, 'B' Ward, Mumbai..... furnished to me under your letter, dated ..... 20.....I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.

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 builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.

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

4. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.

D:\B-WARD\B-5426.doc

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

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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 roof on the public street.

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the .....21.. day of .Oct. 2015..... 200 , but not so as to contravance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

22/10/2014

Executive Engineer, Building Proposals,
Zone, City-I Wards.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) ~~Under Bye-law No. 8 of the Commissioner has fixed the following levels:~~

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

~~(a) Not less than 3 feet (60 cms) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer then 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 (xxxxxx) metres above Town Hall Datum.~~

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.

(5) Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your permises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (*aa*) of the Bombay Municipal Corporation Act.

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

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

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

ANNEXURE-XVII

Rota : 5000 (Gen-983:21.4.99)DyChE(BP)-1

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966.

No. EEBPC/ 5426 / B / A of 07-09-2015

COMMENCEMENT CERTIFICATE

To,

M/s. A. Pathi Realty Pvt. Ltd.
116, E.M. Merchant Road,
Off Mohammed Ali Road
Mumbai - 400 002

Ex. Eng. Bldg. Propasal (City)-1.
New Municipal Building, C. S. No. 355B,
Bhagwan Walmiki Chowk, Vidyalankar Marg,
Opp. Hanuman Mandir,
Salt Pan Road, Antophill, Wadala (East),
Mumbai - 400 037.

Sir,

With reference to your application No. 7802 dated 16/01/2010 for Developmemt Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town planning Act., 1966, to carry out development for proposed redevelopment of property bearing C.S. No. 1337, 1338, 1339, 1340/1/315 of Mandvi Division at 70, 72-74 76/78 Kambekar St. & 13 Chunam Kiln Lane and building permission under section 346 of the Bombay Municipal Corporation Act., 1888, to erect a building in Building No. — on Plot No./C.S.No./C.T.S. No. — Division/ Village/Town Planning Scheme No. — Situated at Road/Street — Ward 'B' the Commencement Certificate/Building permit is granted on the following conditions :-

1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.

2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

4) This permission does not entitle you to develop land which does not vest in you.

5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act. 1966.

6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai, if :-

a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanction plans.

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

c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under his in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act., 1966.

P.T.O.

THE SEAL OF THE JOINT SUB REGISTRAR, MUMBAI CITY-1 MUMBAI

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7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person derving title through or under him.

8) The Municipal Commissioner has appointed Shri. M.S.B. Momin. Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This Commencement Certificate is valid upto Dt. 03-11-2016

This C.C. is granted upto plinth level for phase-1, as per approval dtd. 19/01/2015 as marked 'A' to 'F' on plan.

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

sd/-
Assistant Engineer
Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/54261/B/A Dt 03-11-2015

Copy to :- (1) Shri. Anil Prakash Bhania
Architects

04/04/2017
Asst. Engg. I

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1

ANNEXURE-XVIII

C - 3

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No EB/5426/B/A/FCC/2/Amend

COMMENCEMENT CERTIFICATE

To,
M/s. A. Patni Realty Pvt. Ltd
116, E.M. Merchant Road, Off. Mohammed Ali Road,
Mumbai - 400 003.

Sir,

With reference to your application No. **EB/5426/B/A/FCC/2/Amend** Dated. **18 Jul 2019** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **18 Jul 2019** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **1337,1338,1339,1340,1341& 1315** Division / Village / Town Planning Scheme No. **2029** situated at **Kambekar Street & Chunam Kiln Lane** Road / Street in **B Ward** Ward .

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

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

The Municipal Commissioner has appointed Shri. **Asst.Eng.(BP)City I A,B Ward** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

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This CC is valid upto 7/2/2018

Issue On : 08 Feb 2017 Valid Upto : 07 Feb 2018

Application Number :

Remark :

To endorse the C.C.as per amended approval plans dated 06.06.2015 & issue the full plinth C.C.

Approved By

-

Issue On : 23 Feb 2017 Valid Upto : 22 Feb 2018

Application Number :

Remark :

This C.C. is further extended upto 15th floor top slab only as per last amended plan dated 06.06.2015.

Approved By

-

Issue On : 25 Feb 2020 Valid Upto : 24 Feb 2021

Application Number : EB/5426/B/A/FCC/1/Amend

Remark :

This C.C. is endorsed & further extended upto 22nd (pt.) floor top slab i.e. C.C. for entire work as per amended approved plans dated 18.12.2019.

Approved By

Asst.Eng.(BP)City I A,B Ward

Assistant Engineer (BP)

Issue On : 08 Jul 2021 Valid Upto : 03 Apr 2022

Application Number : EB/5426/B/A/FCC/2/Amend

Remark :

This CC is endorsed & further extended upto 22nd floor top slab + OHT i.e. C.C. for entire work as per amended approved plans dated 28.04.2021.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-2 MUMBAI

Name : Chandrakant Suresh Suryavanshi
Designation : Assistant Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 08-Jul-2021 17: 06:03

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

Assistant Engineer . Building Proposal

City B Ward Ward

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

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ANNEXURE-XIX

CHANDRA NAIK & ASSOCIATES

ADVOCATES

101, Apex Chambers, 1st Floor, 75, Janmabhoomi Marg, Fort, Mumbai - 400 001.
Tel. : 2285 2024 / 2282 2025 • E-mail : cnassociates2010@rediffmail.com

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

SUBJECT PROPERTIES: 1) All that piece and parcel of land or ground together with messuages, tenements or building standing thereon situate lying and being at Chunam Kiln Road or Attar Mohalla, Mumbai-400003, containing by admeasurements 113 square yards equivalent to 94.48 square meters or thereabouts and bearing Collector's Survey No.Part of 3001, New Survey No.2986 and bearing Cadastral Survey No.1315 of Mandvi Division, Mumbai, and assessed by B.M.C. under B-Ward No.3160 and Street Nos.33 & 2 (hereinafter referred to as **"the said First Schedule Property"**);

2) All that piece and parcel of land or ground together with the messuages, tenements or building known as Mistry Manzil standing thereon situate lying and being at Kambekar Street, Mumbai-400003, containing by admeasurements 192 square yards equivalent to 160.53 square meters or thereabouts and bearing Collector's New Survey No.Part of 2986, New Survey No.3001 and bearing Cadastral Survey No.1337 of Mandvi Division and assessed by B.M.C. under B-Ward No.2637 and Old Street Nos.226-228 and New Street No.70, (hereinafter referred to as **"the said Second Schedule Property"**);

3) All that piece and parcel of land or ground together with the messuages, tenements or dwelling house or building known as Batatawala Building standing thereon situate lying and being at Kambekar Street, Mumbai-400003, without the Fort and in registration Sub-District at Mumbai containing by admeasurements 257 square yards equivalent to 215.26 square meters or thereabouts and forming part of New Survey No.3001 and bearing Cadastral Survey No.1338 of Mandvi Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under B-Ward No.2634, 2635 and 2636 and Old Street Nos.222, 224, A/224, 218, 220 and New Street Nos.72-74,

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

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(hereinafter referred to as **"the said Third Schedule Property"**);

4) All that piece and parcel of free hold land or ground together with messuages, tenements or building standing thereon situate, lying and being at Kambekar Street, Mumbai-400003, containing by admeasurements 290 square yards equivalent to 242.47 square meters or thereabouts and registered in the books of the Collector of Land Revenue under Old Nos.1627, 1693 and 1794, New Survey No.3001 and bearing Cadastral Survey No.1339 of Mandvi Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under B-Ward No.2633 and Old Street Nos.214-216 and New Street No.76, (hereinafter referred to as **"the said Fourth Schedule Property"**);

5) All that piece and parcel of land or ground together with the messuages, tenements or building known as Garib Nawaz Manzil, standing thereon situate lying and being at Kambekar Street, Mumbai - 400003, containing by admeasurements 299 square yards equivalent to 250 square meters or thereabouts and bearing Collector's No. Part of 3001, New Survey No.2986 and bearing Cadastral Survey No.1340 of Mandvi Division and assessed by B.M.C. under B-Ward No.2632 and Old Street Nos.210-212 and New Street No.78, (hereinafter referred to as **"the said Fifth Schedule Property"**);

6) All that piece or parcel of land or ground of the perpetual Fazandari Tenure together with the building comprising of ground plus 5 upper floors standing thereon situate, lying and being at Kambekar Street, Mumbai-400003, without the Fort of Bombay in the Registration Sub-District of Bombay, containing by admeasurements 393 square yards i.e. 328.60 square meters or thereabouts and assessed by the Collector of Land Revenue under New Survey No.3001, Cadastral Survey No.1341 of Mandvi Division and assessed by the Bombay Municipality under B-Ward Nos.2630 and 2631, Street Nos.204, 206, 208, 208A (hereinafter referred to as **"the said Sixth Schedule Property"**).

CHANDRA NAIK & ASSOCIATES

ADVOCATES

101, Apex Chambers, 1st Floor, 75, Janmabhoomi Marg, Fort, Mumbai - 400 001.
Tel. : 2285 2024 / 2282 2025 • E-mail : cnassociates2010@rediffmail.com

1. **DEVOLUTION OF TITLE OF FIRST SCHEDULE PROPERTY MENTIONED ABOVE:**

WHEREAS:

(a) By an Indenture made at Bombay on the 19th day of December 1961 and entered into between The Provident Investment Co. Pvt. Ltd., therein called the Vendor, and Mr. Akbarali Gulamali Khambatti, the Purchaser therein, the Vendor therein sold, conveyed and transferred unto the Purchaser therein the said First Schedule Property on the terms and conditions and consideration paid more particularly described therein. The said Indenture dated 19-12-1961 has been duly registered under Serial No.8434 of 1961 (copy of Document is not available). (In the Property Card of the said First Schedule Property, the said Indenture dated 19-12-1961 bearing Deed No.8434 of 1961 entered into between the aforesaid Vendor and Purchaser is shown as Conveyance dated 1.12.1961).

(b) By an Indenture made at Bombay dated 16th November, 1989 and entered into between Mr. Akbarali Gulamali Khambatti therein called as the Vendor of the One Part and Mrs. Arifa w/o Nissar Ahmed therein called as the Purchaser of the Other Part, and registered with the Sub-Registrar of Bombay under Serial No.PBBE/3117/89, the Purchaser therein had purchased the said First Schedule Property on such terms and conditions and the consideration paid therein, from the Vendor therein.

(c) The said Purchaser, Mrs. Arifa w/o Nissar Ahmed died on 08/01/2007 at Mumbai leaving behind her five legal heirs namely (1) Mr. Nisar Ahmed Abdul Razak, (2) Mr. Ubaid S/o. Nisar Ahmed, (3) Mr. Sameer S/o. Nisar Ahmed, (4) Mr. Zunaid S/o. Nisar Ahmed and (5) Mr. Mohammed Zaid S/o. Nisar Ahmed, as such, they, being the legal heirs of the said deceased Mrs. Arifa w/o Nissar Ahmed were absolutely seized and possessed of or otherwise well and sufficiently entitled to the said First Schedule Property as Owners thereof.

(d) By a Deed of Conveyance dated 25th day of July, 2011 the said (1) Mr. Nisar Ahmed Abdul Razak, (2) Mr. Ubaid S/o. Nisar Ahmed, (3) Mr. Sameer S/o. Nisar Ahmed, (4) Mr. Zunaid S/o. Nisar Ahmed and (5) Mr. Mohammed Zaid S/o. Nisar Ahmed (the Vendors therein) have sold, transferred and conveyed the said First Schedule Property to M/s. A. Patni Realty Pvt. Ltd. (the Purchaser therein) for consideration paid therein. The said Deed of Conveyance dated 25th July, 2011 has been duly registered with the Joint Sub-Registrar, Mumbai City-1 under Serial No.BBE1-6604 of 2011.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI

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(e) The said Purchaser, M/s. A. Patni Realty Pvt. Ltd. having its registered office at 116, E.M. Merchant Road, Off Mohammedali Road, Mumbai - 400003 (hereinafter referred to as **"the said Owners/Developers"**) are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said First Schedule Property as Owners thereof.

(f) The old Building standing on the said First Schedule Property was constructed much prior to 01-09-1940 described as 'A' category cess property and occupied by the Tenants/Occupants of the said Owners/Developers M/s. A. Patni Realty Pvt. Ltd.

(g) Pursuant to the proposal submitted by the Owners/Developers M/s. A. Patni Realty Pvt. Ltd. with requisite consent of Tenants of said old building for redevelopment of said First Schedule Property, the Mumbai Building Repairs and Reconstruction Board by its letter bearing No.R/NOC/F-1995/5978/MBRRB-11 dated 19th December, 2011 have issued necessary N.O.C. and permission for redevelopment of the said First Schedule Property in favour of said Owners/Developers under Regulation 33(7) of the Development Control Regulations for Greater Mumbai.

2. **DEVOLUTION OF TITLE OF SECOND SCHEDULE PROPERTY MENTIONED ABOVE:**

WHEREAS:

(a) By a Deed of Conveyance dated 27/01/1939 duly registered with the Sub-Registrar of Bombay and made between Mohammed Ismail Jan Mohammed, Saroobai wife of Mohammed Ismail Jan Mohammed and Mohammed Joosab Haji Abdul Sattar therein called the Vendors of the First Part, Mohammed Bawla therein called the Confirming Party of the Second Part and the said (1) Mohammed Bawla, (2) Hazrabai wife of the said Mohammed Bawla and (3) Ismail Mohammed Bawla (in their capacity as the then Trustees under the Deed of Trust dated 20/08/1930 created by the said Mohd. Bawla) therein called the Purchasers of the Third Part, the said (1) Mohammed Bawla, (2) Hazrabai and (3) Ismail Mohd. Bawla purchased the said Second Schedule Property for the price and on the terms and conditions contained therein. (The Property Card of said Second Schedule Property shows that the said Indenture/Conveyance Deed dated 27-01-1939 was registered at Deed No.361).

(b) The said Mohammed Bawla died intestate at Mumbai on 26/06/1954.

CHANDRA NAIK & ASSOCIATES

ADVOCATES

101, Apex Chambers, 1st Floor, 75, Janmabhoomi Marg, Fort, Mumbai - 400 001.
Tel. : 2285 2024 / 2282 2025 • E-mail : cnassociates2010@rediffmail.com

(c) By the Deed of Appointment New Trustees dated 14/03/1957 duly registered with Sub-Registrar of Bombay, under No.BOM/1907/1957 and made between the said Hazrabai widow of Mohd. Bawla and Ismail Mohd. Bawla therein called the Surviving Trustees of the One Part and Haji Ibrahim Haji Mohammed Bawla, Haji Isaac Haji Mohammed Bawla and Haji Abdul Aziz Mohammed Bawla, therein called the new Trustees of the Other Part, the said Hazrabai and Ismail Mohammed Bawla, appointed the said new Trustees Haji Ibrahim, Haji Isaac and Haji Abdul Aziz as the Trustees of the said Indenture of Trust dated 20/08/1930, alongwith themselves and also thereby granted, conveyed, transferred and assigned unto themselves and said new Trustees interalia, the said Second Schedule Property to have and hold the same unto and to the use of the said surviving Trustees and the new Trustees upon the Trust and subject to the powers, provisions and declaration in the said Deed of Trust dated 20/08/1930.

(d) The said settler Mohammed Bawla and said Trustees Hazrabai, Ismail Haji Ibrahim, Haji Isaac and Haji Abdul Aziz have all since dead as hereinafter mentioned.

(e) The said Mohammed Bawla and Hazrabai Mohammed Bawla died intestate at Mumbai on 26/06/1954 and 18/04/1983 respectively, leaving behind them surviving (i) Ms. Sarabai, (ii) Hawama alias Hawabai, both being their unmarried daughters, (iii) the said Ismail, Ibrahim, Ishaque (Isaac) and Abdul Aziz all being their sons as their only heirs and legal representatives according to the personal law by which they were governed at the time of their death.

(f) The said Hawama alias Hawabai (who was unmarried) died subsequently at Mumbai on 23/08/1977. (In the Property Card of the said Second Schedule Property, the date of death of said Hawama alias Hawabai is shown as 22-8-1977).

(g) The said Ismail Mohammed Bawla and his wife Fatima also died intestate at Mumbai on 19/02/1991 and 04/06/2002 respectively, leaving behind them surviving (i) Farid Ismail Contractor, (ii) Arif Ismail Bawla, being their sons, (iii) Ms. Maimuna Ismail Contractor, (iv) Mrs. Fozia Asif Jumani, both being their daughters, as their only heirs and legal representatives according to the personal law by which they were governed at the time of their death.

(h) The said Ibrahim Mohammed Bawla (who was unmarried) died intestate at Mumbai on 19/09/2002. (In the Property Card of the said Second Schedule Property, the date of death of said Ibrahim Mohammed Bawla is shown as 19-2-2002).

(i) The said Ishaque Mohammed Bawla alias Contractor (Isaac Mohammed Bawla) died intestate at Mumbai on 02/12/2000 leaving behind him surviving (i) Salma Ishaque Contractor being his widow and (ii) Faisal Ishaque Contractor being his son as his only heirs and legal representatives according to the personal-law by which he was governed at the time of his death.

(j) The said Abdul Aziz Mohammed Bawla alias Contractor died intestate at Mumbai on 10/02/1999 leaving behind him surviving (i) Zubeda – being his widow, (ii) Afzal, (iii) Irfan Aziz Contractor – both being his sons and (iv) Mrs. Naseem Iqbal Talab being his daughter, as his only heirs and legal representatives according to the personal law by which he was governed at the time of his death.

(k) In the circumstances aforesaid and in view of the fact that (1) Mrs. Sarabai Mohammed Bawla, (2) Mr. Farid Ismail Bawla (Contractor), (3) Mr. Arif Ismail Bawla, (4) Mrs. Maimuna Ismail Contractor, (5) Mrs. Fozia Asif Jumani, (6) Mrs. Salma Ishaque Contractor, (7) Mr. Faisal Ishaque Contractor, (8) Mrs. Zubeda Aziz Contractor, (9) Mr. Afzal Aziz Contractor, (10) Mr. Irfan Aziz Contractor and (11) Mrs. Naseem Iqbal Talab, were the only ultimate beneficiaries of the said Second Schedule Property of the said Trust and were absolutely entitled to the said Second Schedule Property and the same absolutely vests in their names.

(l) By a registered Deed of Conveyance made at Mumbai dated 15th December, 2009 between (1) Mrs. Sarabai Mohammed Bawla, (2) Mr. Farid Ismail Bawla (Contractor), (3) Mr. Arif Ismail Bawla, (4) Mrs. Maimuna Ismail Contractor, (5) Mrs. Fozia Asif Jumani, (6) Mrs. Salma Ishaque Contractor, (7) Mr. Faisal Ishaque Contractor, (8) Mrs. Zubeda Aziz Contractor, (9) Mr. Afzal Aziz Contractor, (10) Mr. Irfan Aziz Contractor and (11) Mrs. Naseem Iqbal Talab therein called as "the Vendors", the Party of First Part therein and (1) Mr. Ahmed Ismail Mistry, (2) Mrs. Sakina Ahmed Mistry, (3) Mr. Abdul Rashid Ahmed Mistry therein called as "the Purchasers", the Party of the Second Part, had purchased the said Second Schedule Property on payment of consideration paid therein. The said Deed of Conveyance dated 15th December 2009 has been registered under Serial No.BBE2-1411 of 2010.

(m) By a Deed of Conveyance dated 10th day of February, 2011 the said (1) Mr. Ahmed Ismail Mistry, (2) Mrs. Sakina Ahmed Mistry, (3) Mr. Abdul Rashid Ahmed Mistry (the Vendors therein) have sold, transferred and conveyed the said Second Schedule Property to M/s. A. Patni Realty Pvt. Ltd. (the Purchaser therein) for consideration

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paid therein. The said Deed of Conveyance dated 10th February, 2011 has been duly registered under Serial No.BBE2-2956 of 2011.

(n) The said Purchaser M/s. A. Patni Realty Pvt. Ltd. (hereinafter referred to as **"the said Owners/Developers"**) are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Second Schedule Property as Owners thereof.

(o) The Building standing on the said Second Schedule Property was constructed much prior to 01-09-1940 described as 'A' category cess property and occupied by the Tenants/Occupants of the Owners/Developers M/s. A. Patni Realty Pvt. Ltd.

(p) Pursuant to the proposal submitted by the Owners/Developers M/s. A. Patni Realty Pvt. Ltd. with requisite consent of Tenants of the old building for redevelopment of said Second Schedule Property, the Mumbai Building Repairs and Reconstruction Board by its letter bearing No.R/NOC/F-1993/5977/MBRRB-11 dated 19th December, 2011, have issued necessary N.O.C. and permission in favour of said Owners/Developers M/s. A. Patni Realty Pvt. Ltd. for redevelopment of the said Second Schedule Property under Regulation 33(7) of the Development Control Regulations for Greater Mumbai.

3. **DEVOLUTION OF TITLE OF THIRD SCHEDULE PROPERTY MENTIONED ABOVE:**

WHEREAS:

(a) By an Indenture dated 13th day of June, 1935 made between Janmahomed Haji Abdulla and Umer Haji Abdulla therein referred to as "the Settlors" of the One Part and (1) Umer Haji Abdulla, (2) Bai Hawabai widow of Haji Mahomed Haji Abdulla, (3) Bai Fatmabai d/o Haji Mahomed Haji Abdulla, (4) Bai Hajrabai d/o Haji Mahomed Haji Abdulla, (5) Bai Nurbai d/o Haji Mahomed Haji Abdulla and (6) Ebrahim Janmahomed, therein called as "the Trustees" of the Other Part and registered in the Office of the Sub-Registrar of Assurances at Bombay under Serial No.3367 of Book No.I on 22nd August 1935 the Settlors did for the consideration therein mentioned grant and transfer the land hereditaments and premises 5/8th share in the said Third Schedule Property by way of Wakf in accordance with the tenets of their sects and the Hanafi Mahomedan Law in the manner therein stated.

(b) By an Indenture dated 4th December, 1937 made and entered by Bai Hawabai wd/o. Haji Mahomed Haji Abdulla, therein called "the Settlor" of the One Part and (1) Umer Haji Abdulla, (2) Bai Hawabai

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wd/o. Haji Mahomed Haji Abdulla, (3) Fatmabai d/o. Haji Mahomed Haji Abdulla, (4) Hajrabai d/o. Haji Mahomed Haji Abdulla and (5) Noorbai d/o. Haji Mahomed Abdulla, therein called "the Trustees" of the Other Part and registered in the Office of the Sub-Registrar of Assurance at Bombay on 4th December, 1937 under Serial No.BOM/5527 of 1937 of Book No.I, the Settlor did for the consideration therein mentioned grant and transfer the land hereditaments and premises 3/8th share in the said land and property (i.e. in the said Third Schedule Property herein).

(c) By an appointment of New Trustees made on 12th November, 1946 and registered under Serial No.BOM/5482 of 1946 by (1) Bai Fatmabai d/o. Haji Mahomed Haji Abdulla, (2) Bai Hajrabai d/o. Haji Mahomed Haji Abdulla, (3) Bai Noorbai d/o. Haji Mahomed Haji Abdulla, (4) Ebrahim Janmahomed, the Continuing Trustees appointed (1) Abdul Karim Tarmahomed and (2) Haji Usman Haji Abdul Karim, the New Trustees under the said Indenture dated 13th June, 1935 and 4th December, 1937 to act along with the Continuing Trustees in place and instead of (1) Janmahomed Haji Abdul, (2) Umer Haji Abulla and (3) Bai Hawabai wd/o. Haji Mahomed Haji Abdulla.

(d) The said Settlors and Trustees and Registered Holders were during their life time seized and possessed of or otherwise well and sufficiently entitled to the said Third Schedule Property.

(e) The said Grandfathers (1) Janmahomed Haji Abdulla, (2) Umer Haji Abdulla, and Grandmother Bai Hawabai wd/o. Haji Mahomed Haji Abdulla, the registered holders of the said Third Schedule Property died leaving behind the Continuing Trustees and New Trustees as the surviving legal heirs according to the Hanafi Mahomedan Law by which deceased were governed at the time of their death.

(f) The said (1) Bai Fatmabai d/o. Haji Mahomed Haji Abdulla & w/o. Abdul Karim Tarmahomed, (2) Abdul Karim Tarmahomed, (3) Bai Hajrabai d/o. Haji Mahomed Haji Abdulla & w/o. Haji Usman Haji Abdul Karim, (4) Haji Usman Haji Abdul Karim, (5) Bai Noorbai d/o. Haji Mahomed Haji Abdulla and (6) Ebrahim Janmahomed appointed (1) Abdul Sattar s/o. Hajrabai Haji Usman Haji Abdul Karim and (2) Abdul Gani s/o. Hajrabai Haji Usman Haji Abdul Karim as New Trustees on 10/03/1965 to act alongwith the Continuing Trustees.

(g) The said Bai Fatmabai d/o. Haji Mahomed Haji Abdulla & w/o. Abdul Karim Tarmahomed resigned her office of the Trusteeship on 10/03/1965 and her husband Abdul Karim Tarmahomed resigned his office of the Trusteeship on or about 10/03/1979.

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(h) The said Bai Hajrabai d/o. Haji Mahomed Haji Abdulla & w/o. Haji Usman Haji Abdul Karim resigned her office of the Trusteeship on 10/03/1989 and her husband Haji Usman Haji Abdul Karim resigned his office of the Trusteeship on or about 10/03/1966.

(i) The said Bai Noorbai d/o. Haji Mahomed Haji Abdulla & w/o. Ebrahim Janmahomed resigned her office of the Trusteeship on 10/03/1984 and her husband Ebrahim Janmahomed resigned his office of the Trusteeship on or about 10/03/1973.

(j) By the said Indenture dated 13th June, 1935 and 4th December, 1937 it was provided that the Trustees shall enter and hold the 5/8 share and 3/8 share i.e. equal shares in the said land hereditaments and premises (said Third Schedule Property herein) and collect, recover and receive all the rents and profits thereof and shall thereout in the first place disburse and pay all the rates, taxes and dues payable to the Government and to the Municipality of Bombay and all the proper costs, charges and expenses of and incidental to the collection of the rents and profits and execution of all necessary repair and insure and keep insured the said property (said Third Schedule Property herein) and shall pay the net balance of the said rent and profits to the settler during his/her life time and from and after his/her life time and after his/her death the Trustees shall divide the net balance of the said rents and profits then remaining into three equal parts and shall pay one of such three equal part to (1) Bai Fatmabai, (2) Bai Hajrabai and (3) Bai Noorbai. It was provided that if and so often as any of the Trustee or Trustees shall die or go to reside abroad or shall desire to retire from or refuse to act or become incapable to act in the Trusts, it shall be lawful for their life time and thereafter for the continuing Trustee or Trustees for the time being or if there shall be no Continuing Trustee then for the refusing or retiring Trustees or the heirs, executors or administrators of the last acting Trustee to appoint any other person or persons preferably from among the family members/descendants of the said Haji Mahomed Haji Abdulla to be Trustee or Trustees in the place of the Trustee or Trustees so dying or going to reside abroad or desiring to retire or refusing or becoming incapable to act as aforesaid with liberty upon any such appointment to increase the original number of the Trustees so that the number of Trustees shall not be reduced below to and every such appointment of Trust Estate shall be so conveyed and transferred as to become vested in the New Trustee or Trustees jointly with the Continuing Trustee or Trustees or in the New Trustees alone as the case may require and the receipt of the said Trustees for the income or purchase money of the Trust property or any part thereof respectively hereby

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directed or otherwise to be sold or for any other monies paid or for any stocks funds or securities transferred to them or in the execution of any of the Trusts or powers thereof shall effectually discharge the person or persons paying or transferring the same and the Trustees shall hold the monies arising from any such sale subject to the Trust therein contained and all monies liable to be invested or shall be invested in securities authorised by the Indian Trust Act II of 1882 or any law for the time being in force relating to the Trust or in the purchase of any immovable property in Bombay.

(k) The Continuing Trustees being the grand sons of the Settlors and son of Trustees appointed as Trustees on or about 10-03-1965 by then acting/existing Trustees and since then the Continuing Trustees (Mr. Abdul Sattar s/o Bai Hajrabai Haji Usman and Mr. Abdul Gani s/o Bai Hajrabai Haji Usman) are acting as Trustees and absolutely seized and possessed and sufficiently entitled to the said Third Schedule Property.

(l) By a registered Deed of Appointment of New Trustees made at Mumbai dated 16th April, 2010, (1) Mr. Abdul Sattar S/o. Bai Hajrabai Haji Usman, (2) Mr. Abdul Gani S/o. Bai Hajrabai Haji Usman (Continuing Trustees therein) have appointed (1) Mr. Moinuddin S/o. Abdulla Abdul Karim and (2) Mr. Mohamed Ishaq S/o. Ebrahim Batatawala (New Trustees therein). The said Deed of Appointment of New Trustees dated 16th April 2010 has been registered with the Sub-Registrar, Mumbai City No.III under Serial No.BBE3-3660 of 2010.

(m) By a registered Deed of Conveyance made at Mumbai dated 22nd April, 2010 between (1) Mr. Abdul Sattar s/o Bai Hajrabai Haji Usman, (2) Mr. Abdul Gani s/o Bai Hajrabai Haji Usman, (3) Mr. Moinuddin s/o Abdulla Abdul Karim and (4) Mr. Mohamed Ishaq s/o Ebrahim Batatawala (the Vendors therein) have sold, transferred and conveyed the said Third Schedule Property to M/s. A. Patni Realty Pvt. Ltd. (the Purchaser therein) on such terms and conditions and for the consideration paid therein. The said Deed of Conveyance dated 22nd April, 2010 has been duly registered with the Sub-Registrar Mumbai City-3 under Serial No.BBE3-3927 of 2010.

(n) The said Purchaser M/s. A. Patni Realty Pvt. Ltd. (hereinafter referred to as **"the said Owners/Developers"**) are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Third Schedule Property as Owners thereof.

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(o) Pursuant to the proposal submitted by the Owners/Developers M/s. A. Patni Realty Pvt. Ltd. with requisite consent of the Tenants of old Building for redevelopment of said Third Schedule Property, the Mumbai Building Repairs and Reconstruction Board by its letter bearing No.R/NOC/F-1832/2305/MBRRB-09 dated 28th May, 2010, have issued necessary N.O.C. and permission in favour of said Owners/Developers for redevelopment of the said Third Schedule Property under Regulation 33(7) of the Development Control Regulations for Greater Mumbai.

(p) The Building standing on the said Third Schedule Property was constructed much prior to 01-09-1940 described as 'A' category cess property and was fully occupied by the Tenants/Occupants of the Owners/Developers and in dilapidated condition, therefore, has been demolished by the Owners/Developers as per the permission letter bearing No.Ex.E/B/Div/2262/2010 dated 5th June, 2010 issued by the Executive Engineer "B" Ward, MBR&RBoard, Mumbai.

4. **DEVOLUTION OF TITLE OF FOURTH SCHEDULE PROPERTY MENTIONED ABOVE:**

WHEREAS:

(a) Mrs. Rukhsana Haji Ahmed was the registered Holder and absolutely seized and possessed of otherwise well and sufficiently entitled to the said Fourth Schedule Property.

(b) By a registered Development Agreement made at Mumbai dated 14th October, 2009 the said Owner Mrs. Rukhsana Haji Ahmed through her Constituted Attorney Mrs. Zubeda Ahmed Patni has appointed and given development right of the said Fourth Schedule Property to M/s. A. Patni Realty Pvt. Ltd. (the Developers therein) for the consideration of Rs.8,00,000/- (Rupees Eight Lacs Only) with further covenant and authority to convey the said Fourth Schedule Property to the Society that will be formed after development of the said Fourth Schedule Property, whereby the said Owner Mrs. Rukhsana Haji Ahmed will join as a Confirming Party thereof. The said Development Agreement dated 14th October, 2009 has been duly registered with the Sub-Registrar Mumbai City-3 under Serial No.BBE3-8778 of 2009.

(c) The said Owner Mrs. Rukhsana Haji Ahmed through her Constituted Attorney Mrs. Zubeda Ahmed Patni has also executed General Power of Attorney dated 14th October 2009, registered with the Sub Registrar Mumbai City No.III under Serial No.BBE3-8779 of 2009, in favour of said Developers M/s. A. Patni Realty Pvt. Ltd. inter alia giving authority and power to do various acts, deeds and things and

carry out redevelopment of said Fourth Schedule Property and convey the said Fourth Schedule Property to the Society that will be formed after development of the said Fourth Schedule Property, whereby the said Owner Mrs. Rukhsana Haji Ahmed will join as a Confirming Party thereof.

(d) The said Developers M/s. A. Patni Realty Pvt. Ltd. (hereinafter referred to as **"the said Developers"**) are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Fourth Schedule Property as Developers for redevelopment of said Fourth Schedule Property, construct proposed building after demolishing the said existing building known as Rahila Manzil by accommodating all the eligible tenants/occupants of the said Fourth Schedule Property in the proposed building and sell and dispose-off all saleable components, etc. on such terms and conditions and the consideration as the said Developers deem fit and proper.

(e) Pursuant to the proposal submitted by the said Developers M/s. A. Patni Realty Pvt. Ltd. with requisite consent of Tenants of old Building for redevelopment of said Fourth Schedule Property, the Mumbai Building Repairs and Reconstruction Board by its letter bearing No.R/NOC/F-1765/5140/MBRRB-09 dated 14th December, 2009 have issued necessary N.O.C. and permission in favour of the said Developers M/s. A. Patni Realty Pvt. Ltd. for redevelopment of the said Fourth Schedule Property under Regulation 33(7) of the Development Control Regulations for Greater Mumbai.

(f) The said old Building standing on the said Fourth Schedule Property was constructed much prior to 01-09-1940 described as 'A' category cess property and was occupied by the Tenants/Occupants of the Owners and in dilapidated condition, therefore, has been demolished by the said Developers as per the permission letter bearing No.Ex.E/B/Div/2263/2010 dated 5th June, 2010 issued by the Executive Engineer "B" Ward, MBR&RBoard, Mumbai.

5. **DEVOLUTION OF TITLE OF FIFTH SCHEDULE PROPERTY MENTIONED ABOVE:**

WHEREAS:

(a) Mrs. Mumtaz Abdul Rahman Alias Puthuveettil and her husband Mr. Abdul Rahman Abdulla Puthuveettil is/was/were absolute joint Owners and Registered Holders of the said Fifth Schedule Property.

(b) The said Mr. Abdul Rahman Abdulla Puthuveettil died on 13/01/2009 at Kaiparambu, Tal. Thrissur, Kerala, leaving behind Mrs. Mumtaz Abdul Rahman Puthuveettil (wife), Mr. Aslam Abdul

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Rahman Puthuveettil (son), Mr. Bashir Abdul Rahman Puthuveettil (son) and Mrs. Waheeda Arif Contractor (daughter) as his only heirs and legal representatives according to Mohammedan Law (Shariat Act) by which the deceased co-owner was governed at the time of his death.

(c) By a registered Deed of Conveyance made at Mumbai dated 26th July, 2010, between (1) Mrs. Mumtaz Abdul Rahman Puthuveettil, (2) Mr. Aslam Abdul Rahman Puthuveettil, (3) Mr. Bashir Abdul Rahman Puthuveettil and (5) Mrs. Waheeda Arif Contractor D/o. A. Rahman Puthuveettil (the Vendors therein) have sold, transferred and conveyed the said Fifth Schedule Property to M/s. A. Patni Realty Pvt. Ltd. (the Purchaser therein) on such terms and conditions and the consideration paid therein. The said Deed of Conveyance dated 26th July, 2010 has been duly registered with the Sub-Registrar Mumbai City No.1 under Serial No.BBE1-8323 of 2010.

(d) The said Purchaser M/s. A. Patni Realty Pvt. Ltd. (hereinafter referred to as **"the said Owners/Developers"**) are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Fifth Schedule Property as Owners thereof.

(e) Pursuant to the proposal submitted by the Owners/Developers M/s. A. Patni Realty Pvt. Ltd. with requisite consent of tenants of old Building for redevelopment of the said Fifth Schedule Property, the Mumbai Building Repairs and Reconstruction Board by its letter bearing No.R/NOC/F-1926/3193/MBRRB-11 dated 24th June, 2011 have issued necessary N.O.C. and permission in favour of the said Owners/Developers M/s. A. Patni Realty Pvt. Ltd. for redevelopment of the said Fifth Schedule Property under Regulation 33(7) of the Development Control Regulations for Greater Mumbai.

(f) The old building on the said Fifth Schedule Property was constructed much prior to 01-09-1940 described as 'A' category cess property and was occupied by the Tenants/Occupants of the Owners/Developers and in dilapidated condition, therefore, has been demolished by the Owners/Developers as per the permission letter bearing No.Ex.E.B/Div/1753/2010 dated 1st July, 2011 issued by the Executive Engineer, "B-2" Division, MBR&R Board, Mumbai.

6. The Executive Engineer - Building Proposals(City)-I by its letter bearing No.EB/6437/B/AL dated 17th January 2012 granted NOC/permission for amalgamating the aforesaid Five Properties bearing C.S. Nos.1315, 1337, 1338, 1339 & 1340 of Mandvi Division, Mumbai, described in the First Schedule to Fifth Schedule mentioned in the subject above.

7. **DEVOLUTION OF TITLE OF SIXTH SCHEDULE PROPERTY MENTIONED ABOVE:**

WHEREAS:

(a) Bai Rahimabai Haji Ismail Haji Allana Charities, a Public Charitable Trust formed under the Will dated 30th March, 1920 of widow of Haji Ismail Haji Allana and that the said Trust was registered with the Charity Commissioner of Maharashtra at Mumbai under Registration No. P.T.R. No.B-217 (Mumbai). The said Trust owned the said Sixth Schedule Property.

(b) The building known as Sonarwala Building situated on the said Sixth Schedule Property was constructed prior to 1940, fully occupied by the Tenants and in course of time, it required extensive and heavy repairs and as such the said Trust did not have sufficient funds to carry out such extensive or major structural repairs and it was not feasible and practical for them to manage the said Sixth Schedule Property in view of the meager income of rent derived by them from the said Sixth Schedule Property. The Trustees in the interest of the said Trust and that Trust should not saddled with any further financial liability of maintaining the said Sixth Schedule Property without any adequate returns and ultimately, the Trustees decided to sell the said Sixth Schedule Property and accordingly in the meeting held on 6th December 2010, it was unanimously resolved to sell the said Sixth Schedule Property by inviting offers or bids from the public at large and after obtaining permissions from the Charity Commissioner, Mumbai.

(c) On receipt of the offer from the Purchaser M/s. A. Patni Realty Pvt. Ltd., the Trustees held a meeting on 1st February, 2011 and unanimously resolved and accepted the said offer and filed an application for sale of said Sixth Schedule Property on 9th April, 2011 with the Charity Commissioner (Maharashtra) under Section 36(1)(a) and (c) of the Bombay Public Trusts Act, 1950 for requisite sanction.

(d) The Charity Commissioner after detailed inquiry, by an Order dated 11th January, 2012 granted its permissions and sanction for sale of said Sixth Schedule Property at consideration of Rs.1,15,00,000/- to M/s. A. Patni Realty Pvt. Ltd. and directed the Trustees to complete the transaction of sale of the said Sixth Schedule Property in favour of the Purchasers M/s. A. Patni Realty Pvt. Ltd. within a period of six months from the date of said Order.

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(e) By a registered Deed of Conveyance made at Mumbai dated 23rd June, 2012 between (1) Mohamed Ismail Abdulla Kadwani, (2) Smt. Sayeeda Ismail Kadwani, (3) Riyaz S. Oomer, (4) Javed K. Gaya and (5) Mrs. Tasneem Shiraj Poonawala, being the Trustees of Bai Rahimabai Haji Ismail Haji Allana Charities (the Vendors therein) of the One Part and M/s. A. Patni Realty Pvt. Ltd. the Purchasers therein, the Vendors have sold, transferred and conveyed the said Sixth Schedule Property to M/s. A. Patni Realty Pvt. Ltd. (the Purchasers therein) for the consideration of Rs.1,15,00,000/- paid therein. The said Deed of Conveyance dated 23rd June, 2012 has been registered with the Joint Sub-Registrar Mumbai City-1 under Serial No.BBE1-5552 of 2012.

(f) The said Purchasers M/s. A. Patni Realty Pvt. Ltd. (hereinafter referred to as **"the said Owners/Developers"**) are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Sixth Schedule Property as Owners thereof.

(g) The Mumbai Building Repairs and Reconstruction Board by its letter dated 17th May, 2013 have issued Letter of Intent and their no objection to approaching MCGM for obtaining an IOD and sanction plan for redevelopment of the said Sixth Schedule Property under Regulation 33(7) of the Development Control Regulations for Greater Mumbai.

(h) The Building known as Sonarwala Building, which was standing on the said Sixth Schedule Property was constructed much prior to 01-09-1940 described as 'A' category cess property and was fully occupied by the Tenants/Occupants of the Owners/Developers. The Owners/Developers upon obtaining an IOD have demolished the said old building.

8. Thereafter the Mumbai Building Repairs and Reconstruction Board by its letter bearing No.R/NOC/F-1832,1765,1926,1993&1995/7754/MBRRB-13 dated 8th October, 2013 granted its permission for composite redevelopment of aforesaid Six Properties bearing C.S. Nos.1315, 1337, 1338, 1339, 1340 & 1341 of Mandvi Division, Mumbai i.e. properties of First Schedule to Sixth Schedule described in the subject above, under Regulation 33(7) of the Development Control Regulations for Greater Mumbai.

9. The Mumbai Building Repairs and Reconstruction Board by its letter bearing No.R/NOC/F-2282/6690/MBRRB-14 dated 26th August, 2014 have issued necessary N.O.C. and permission for redevelopment of the said Sixth Schedule Property in favour of the Owners/Developers under

Regulation 33(7) and Appendix III of the Development Control Regulations for Greater Mumbai.

10. The Municipal Corporation of Greater Mumbai had approved the amalgamation of the aforesaid six plots of land, properties bearing C.S. Nos. 1315, 1337, 1338, 1339, 1340 & 1341 of Mandvi Division, Mumbai, subject to payment of amalgamation charges and payment of layout scrutiny fees. The Municipal Corporation of Greater Mumbai have issued I.O.D. and Sanction Plan bearing No. EB/5426/B/A dated 22nd October 2014 for construction of the proposed building upto 22nd floor and redevelopment of aforesaid six plots of land i.e. properties being C.S. Nos. 1337, 1338, 1339, 1340, 1341, & 1315 of Mandvi Division, Mumbai, more particularly described as First Schedule to Sixth Schedule Properties, mentioned in the subject above, in favour of Owners/Developers M/s. A. Patni Realty Pvt. Ltd. The said Sanction Plan was amended on 06.06.2015 by the Municipal Corporation of Greater Mumbai.

11. The Municipal Corporation of Greater Mumbai have also issued (i) Commencement Certificate bearing No. EEBPC/5426/B/A dated 4th April 2015, for commencing the work upto plinth of the proposed building and (ii) Commencement Certificate dated 23.02.2017 for construction of proposed building upto 15th floor.

12. The Owners/Developers have demolished the old Buildings standing on the said properties and commenced the construction of new building therein.

13. The Owners/Developers M/s. A. Patni Realty Pvt. Ltd. have availed project loan, borrowed from Dewan Housing Finance Corporation Ltd. (hereinafter referred to as **"DHFL"**) for construction of proposed building on the said properties by mortgaging the said properties without possession (simple mortgage). The Owners/Developers represented us that they have given covenants to the DHFL that they shall obtain prior permission/NOC from the DHFL for sale of residential flats/commercial premises (unsold flats/premises) in the proposed Building known as Nathani Square Building.

14. There are three pending litigations being (1) Suit No.873 of 2015 filed by the Occupant of the old premises against the Owners/Developers claiming right in the tenanted premises in the old Building, and (2) R.A.D. Suit No.1680 of 2015 and (3) R.A.D. Suit No.1681 of 2015 filed by the Tenant/Occupant of the old Building for declaration of tenancy of old premises in the Small Causes Court at Mumbai. There is no stay order for redevelopment of said properties passed by any Court. However, the Owners/Developers have already made provision and kept

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such permanent alternate accommodation being new premises in the said Nathani Square Building in lieu of the old tenanted premises as per the certified tenants list approved by MHADA Authorities and permissions granted by MCGM.

15. We have read and carefully perused the aforesaid Registered Deeds of Conveyance, Development Agreement, Power of Attorney, title deeds, Property Cards, NOC/Permission letters of M.B.R. & R.Board, MHADA, IOD and Sanction Plan including permission of MCGM for amalgamation of aforesaid six properties and Commencement Certificates, more particularly described hereinabove and other documents and ascertained the aforesaid facts from the title deeds and documents mentioned hereinabove and caused search of the aforesaid six properties at the Office of the Collector at Mumbai and obtained Search Reports and in our opinion, we found and hereby certify that subject to the aforesaid simple mortgage created in favour of DHFL and what is stated hereinabove, the title of the above properties described in the First Schedule to Sixth Schedule above, is clear and marketable.

Mumbai dated this 30th day of June, 2017.

CHANDRA NAIK & ASSOCIATES

Advocates

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 * MUMBAI *

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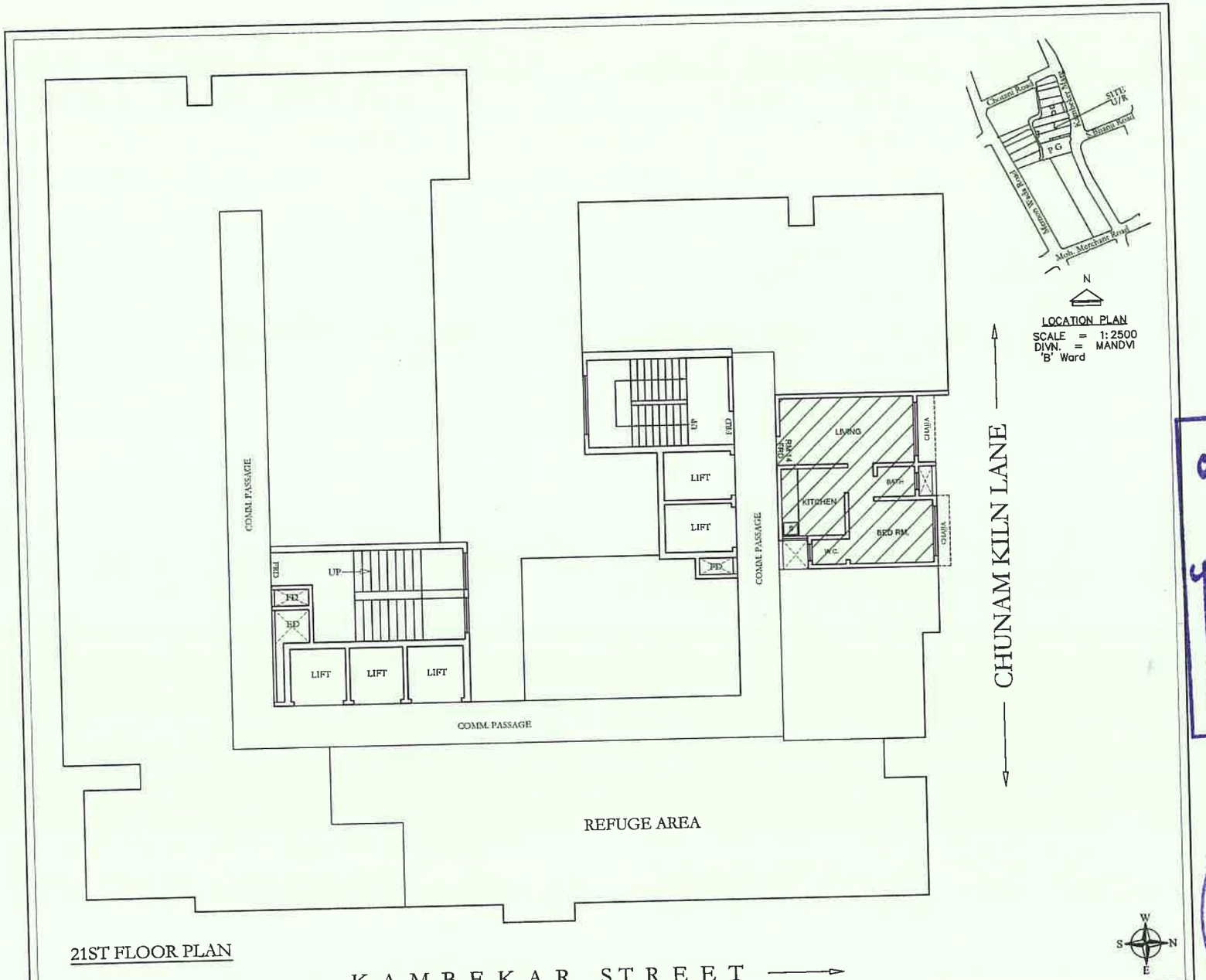
ANNEXURE-XX



LOCATION PLAN
SCALE = 1:2500
DIVN. = MANDVI
'B' Ward

21ST FLOOR PLAN

AREA STATEMENT		
FLAT NO.	FLOOR	CARPET AREA
2114	21ST	302.00 SQ.FT.

(1) MOHAMMED SHAHNAWAZ MOHAMMED SALIM SIDDIQUE and
(2) BUSHRA MOHAMMED SHAHNAWAZ SIDDIQUE

PROPERTY BEARING C.S. NO.1337,1338 ,1339 ,1340 , 1341 & 1315 OF MANDVI DIV. SITUATED AT 70, 72-74 ,76 & 78 KAMBEKAR STREET & 13 CHUNAM KILN LANE B - WARD, MUMBAI. 400 003

A. PATNI REALTY PVT. LTD.
116, E.M. MERCHANT ROAD, OFF.
MOHAMMED ALI ROAD MUMBAI - 400 003

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY

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 : **P51900010462**

Project: ***Nathani Square****, Plot Bearing / CTS / Survey / Final Plot No.:****CS 1315,1337,1338,1339,1340,1341*** *at* ***Mumbai City, Mumbai City, Mumbai City, 400003****;*

1. **A.Patni Realty Private Limited** having its registered office / principal place of business at *Tehsil:* ***Mumbai City****, District:* ***Mumbai City****, Pin:* ***400009****.*
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 **27/08/2017** and ending with **31/12/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
   - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
   - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

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Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:27-08-2017 18:39:14

Dated: **27/08/2017**
Place: **Mumbai**

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

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
MUMBAI

घोषणापत्र

मी....राजन म. कोतवडेकर....याद्वारे घोषित करतो कि दुय्यम निबंधक .....मुंबई - २.....यांचे कार्यालयात....करारनामा या शिर्षकाचा दस्त नांदणीसाठी सादर करण्यात आला आहे. श्री ..अफनान.. अस्लम पटणी.....व इ. यानी दि. ..13/01/2024..रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पापित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तिपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

कुलमुखत्यारपत्रधारकांचे नाव व सही

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1

318/380 पावती Original/Duplicate

Wednesday,January 13 ,2021 नोंदणी क्रं. :39म

1:15 PM Regn.:39M

पावती क्रं.: 489 दिनांक: 13/01/2021

गावाचे नाव: मांडवी

दस्तऐवजाचा अनुक्रमांक: बबइ1-380-2021

दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: ए. पटनी रियल्टी प्रा. लि. चे संचालक नदीम कासम सुपारीवाला

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 400.00
पृष्ठांची संख्या: 20	
एकूण:	रु. 500.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

1:33 PM ह्या वेळेस मिळेल.

दुय्यम निबंधक, मुंबई-1

सह दुय्यम निबंधक
मुंबई शहर क्र. १

बाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 400/-

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009835360202021E दिनांक: 13/01/2021

बँकेचे नाव व पत्ता:

DELIVERED
22/1/2021

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

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CHALLAN
MTR Form Number-6

GRN	MH009835360202021E	BARCODE		Date 07/01/2021-00:22:15	Form ID 48(f)

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	BOM1_MUMBAI CITY 1 SUB REGISTRAR	Full Name	A PATNI REALTY PVT LTD
Location	MUMBAI		
Year	2020-2021 One Time	Flat/Block No. Premises/Building	C S NO.1315,1337,1338,1339,1340,1341
Account Head Details	Amount In Rs.		
0030045501 Stamp Duty	500.00	Road/Street	MANDAVI DIVISION
0030063301 Registration Fee	100.00	Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 0 3
		Remarks (If Any)	SecondPartyName=RAJAN MANOHAR KOTAWADEKAR~
Total	600.00	Amount In Words	Six Hundred Rupees Only

Payment Details	INDIAN BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02608672021010770277	2419346350
Cheque/DD No.		Bank Date	RBI Date	07/01/2021-00:23:01	Not Verified with RBI
Name of Bank		Bank-Branch		INDIAN BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9999999999

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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Print Date 07-01-2021 12:23:05

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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CHALLAN
MTR Form Number-6

GRN	MH009835360202021E	BARCODE		Date	07/01/2021-00:22:15	Form ID	48(f)

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	BOM1_MUMBAI CITY 1 SUB REGISTRAR	Full Name	A PATNI REALTY PVT LTD
Location	MUMBAI		
Year	2020-2021 One Time	Flat/Block No.	C S NO.1315,1337,1338,1339,1340,1341
Account Head Details	**Amount In Rs.**	Premises/Building	
0030045501 Stamp Duty	500.00	Road/Street	MANDALI DIVISION
0030063301 Registration Fee	100.00	Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 0 3
		Remarks (If Any)	SecondPartyName=SHAH MANOHAR KOTAWADEKAR~
Total	600.00	Amount In Words	Six Hundred Rupees Only

₹600.00

Payment Details	INDIAN BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02608672021010770277	2419346350
Cheque/DD No.		Bank Date	RBI Date	07/01/2021-00:23:01	08/01/2021
Name of Bank		Bank-Branch		INDIAN BANK	
Name of Branch		Scroll No. , Date		26186 , 08/01/2021	

Department ID : Mobile No. : 9999999999

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Validity unknown

Digitally signed by DSC VIRTUAL TREASURY MUMBAI 03 Date: 2021.01.13 13:56:32 IST Reason: Secure Document Location: India

Challan Defaced True

Sr. No.		Defacement No.	Defacement Date	User ID	Defacement Amount
1	(iS)-318-380	00046489392020 21	13/01/2021-13:14:54	IGR182	100.00
2	(iS)-318-380	00046489392020 21	13/01/2021-13:14:54	IGR182	500.00
			Total Defacement Amount		600.00

Print Date 13-01-2021 01:56:32

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POWER OF ATTORNEY

TO ALL WHOM THESE PRESENTS SHALL COME, We, **A. PATNI REALTY PVT. LTD.**, a Company incorporated under Companies Act, 1956 having its registered office at 116, E. M. Merchant Road, Off. Mohammad Ali Road, Mumbai – 400 003, through its Directors (1) Mr. Nadeem Kassam Supariwala and (2) Mr. Adnan Aslam Patni, SEND GREETINGS:-

WHEREAS we are the Owners/Developers of the properties bearing Cadastral Survey Nos. 1315, 1337, 1338, 1339, 1340 & 1341 of Mandvi Division, situated at Chunam Kiln Lane and Kambekar Street, 'B' Ward, Mumbai – 400 003, and redeveloping the said properties. We being Owners/Developers have to execute various diverse Agreements for Permanent Alternate Accommodation with the Tenants/Occupants of the aforesaid properties and other Agreements with the proposed Purchasers of the Flats/Shops/Premises in the proposed Building known as Nathani Square being constructed on the said properties and the said Agreements/Documents are required to be adjudicated, stamped and registered.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

WHEREAS we are unable to remain present for registration and admitting our execution of the various Agreements for Permanent Alternate Accommodation, Sale Agreement, other Agreements and documents, which are executed by us or may be executed in future by us in our capacity as Owners/Developers or as its Directors of the above said Company and therefore it is necessary for us to appoint some fit and proper persons to do various acts, deeds, matters and things on our behalf.

NOW KNOW ALL THE PRESENTS WITNESSETH that we, **A. PATNI REALTY PVT. LTD.** through its Directors (1) Mr. Nadeem Kassam Suparwala and (2) Mr. Adnan Aslam Patni, hereby nominate and appoint (1) Mr. Rajan Manohar Kotawadekar, (2) Mr. Irshad Haroon Badra and (3) Mr. Imtiyaz A. Ukani, adults, Indian, Inhabitants of Mumbai, to be our true and lawful Attorneys (hereinafter referred to as **"THE SAID ATTORNEY"**) for us and on our behalf and in our names to do any of the following acts, deeds, things and matters in respect of the properties bearing Cadastral Survey Nos. 1315, 1337, 1338, 1339, 1340 & 1341 of Mandvi Division, situated at Chunam Kiln Lane and Kambekar Street, Mumbai – 400003, that is to say:-

1. To appear before the office of the Sub Registrar of Assurances, old Custom House, Mumbai and Bandra, for registration of various Agreements/Documents executed by ourselves and to lodge the said Agreements and Documents with the competent Authorities, Sub-Registrar of Assurances at Mumbai, Collector Office for Registration and to admit execution of all the necessary Documents/Agreements and papers executed by us in the Company's name and on behalf of the Company in respect of the

said properties mentioned hereinabove and complete other formalities for getting such Agreements/Documents registered.

2. To pay the Stamp Duty, Registration Fees and other charges and expenses in the Company's name and on behalf of the Company for the purposes aforesaid and to obtain and to receive any refund or repayment thereof and to pass receipts thereof.

3. And we do hereby agree to confirm and ratify all and whatever the said Attorney shall lawfully do by virtue of these presents.

4. The Power of Attorney is given without any monetary consideration, so Stamp Duty is chargeable as per clause (a) of Article 48 in the Schedule-I of The Bombay Stamp Act, 1958, as applicable on the date hereof.

5. On behalf of the Company, Mr. Rajan Manohar Kotawadekar and/or Mr. Irshad Haroon Badra and/or Mr. Imtiyaz A. Ukani, jointly and/or severally appointed to be the true lawful attorneys to do the acts, deeds, matters and things for the purpose in the manner stated as above.

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AND WE DO HEREBY for ourselves and our existing Directors, executors and administrators, assigns and successors AGREE AND UNDERTAKE TO ALLOW RATIFY AND CONFIRM all and whatsoever our said Attorney shall do or purport to do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF We, A. Patni Realty Pvt. Ltd., Owners/

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Developers have hereunto set and subscribed our hands at Mumbai on this 13th day of January, 2021.

SIGNED, SEALED AND DELIVERED)
by the withinnamed EXECUTANTS)
A. PATNI REALTY PVT. LTD.)
through its Directors)
1) Mr. Nadeem Kassam Supariwala)
2) Mr. Adnan Aslam Patni)
in the presence of .....)

1)

2)

For A. PATNI REALTY PRIVATE LIMITED

Director

For A. PATNI REALTY PRIVATE LIMITED

Director

The signature of the said Attorney Mr. Rajan Manohar Kotawadekar with his photograph and thumb impression hereunder appearing is hereby identified

1) Rajan Manohar Kotawadekar

Say I ACCEPT

(Signature)

The signature of the said Attorney Mr. Irshad Haroon Badra with his

photograph and thumb impression hereunder appearing is hereby identified:

2) Irshad Haroon Badra
Say I ACCEPT

(Signature)

The signature of said Attorney Mr. Imtiyaz A. Ukani with his photograph and thumb impression hereunder appearing is hereby identified:

3) Imtiyaz A. Ukani
Say I ACCEPT

(Signature)

WITNESSES:

1)

2)

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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सत्यमेव जयते

Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number : 27AAHCA9498C1ZB

1.	**Legal Name**	A. PATNI REALTY PRIVATE LIMITED			
2.	**Trade Name, if any**	A PATNI REALTY PRIVATE LIMITED			
3.	**Constitution of Business**	Private Limited Company			
4.	**Address of Principal Place of Business**	GROUND FLOOR, SHOP NO.1, HOTEL AL HARM, MOHD ALI ROAD, 113, ZAKARIA MASJID STREET, KAMBEKAR STREET, Mumbai City, Maharashtra, 400009			
5.	**Date of Liability**	01/07/2017			
6.	**Period of Validity**	From	01/07/2017	To	NA
7.	**Type of Registration**	Regular			
8.	**Particulars of Approving Authority**				
Signature		Signature valid Digitally signed by GOODS AND SERVICES TAX NETWORK 1 Date: 2018.07.28 20:00:27 IST			
Name					
Designation					
Jurisdictional Office					
9. Date of issue of Certificate		28/07/2018			

Note: The registration certificate is required to be prominently displayed at all places of business in the State.

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on 01/07/2017 .

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

Annexure A

सत्यमेव जयते

GSTIN	27AAHCA9498C1ZB
Legal Name	A. PATNI REALTY PRIVATE LIMITED
Trade Name, if any	A PATNI REALTY PRIVATE LIMITED

Details of Additional Places of Business

Total Number of Additional Places of Business in the State 0

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आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAHCA9498C
नाम / Name
A. PATNI REALTY PRIVATE LIMITED
निगमन / गठन की तारीख
Date of Incorporation / Formation
02/09/2009

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

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भारत सरकार
GOVERNMENT OF INDIA

नदीम कास्सम सुपारीवाला
Nadeem Kassam
Supariwala
जन्म तिथि/ DOB: 13/02/1974
पुरुष / MALE

7872 2161 5264

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

AADHAAR

पता:
S/O: कास्सम सुपारीवाला, फिरदौस एचएसजी सोसाइटी एलटीडी तीसरा फ्लोर फ्लैट न 8, 10 मतलीबाई रोड, अगरीपाडा पोस्ट के सामने, अगरीपाडा, मुंबई, मुंबई, महाराष्ट्र - 400011

Address:
S/O: Kassam Supariwala, firdaus HSG Society LTD 3rd floor flat no 8, 10 matlibai road, opp agripada post, agripada, Mumbai, Mumbai, Maharashtra - 400011

7872 2161 5264

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

NADEEM KASSAM SOPARIWALA

K H H SOPARIWALA

13/02/1974

Permanent Account Number

AAFPS3555H

Signature

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
MUMBAI

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1

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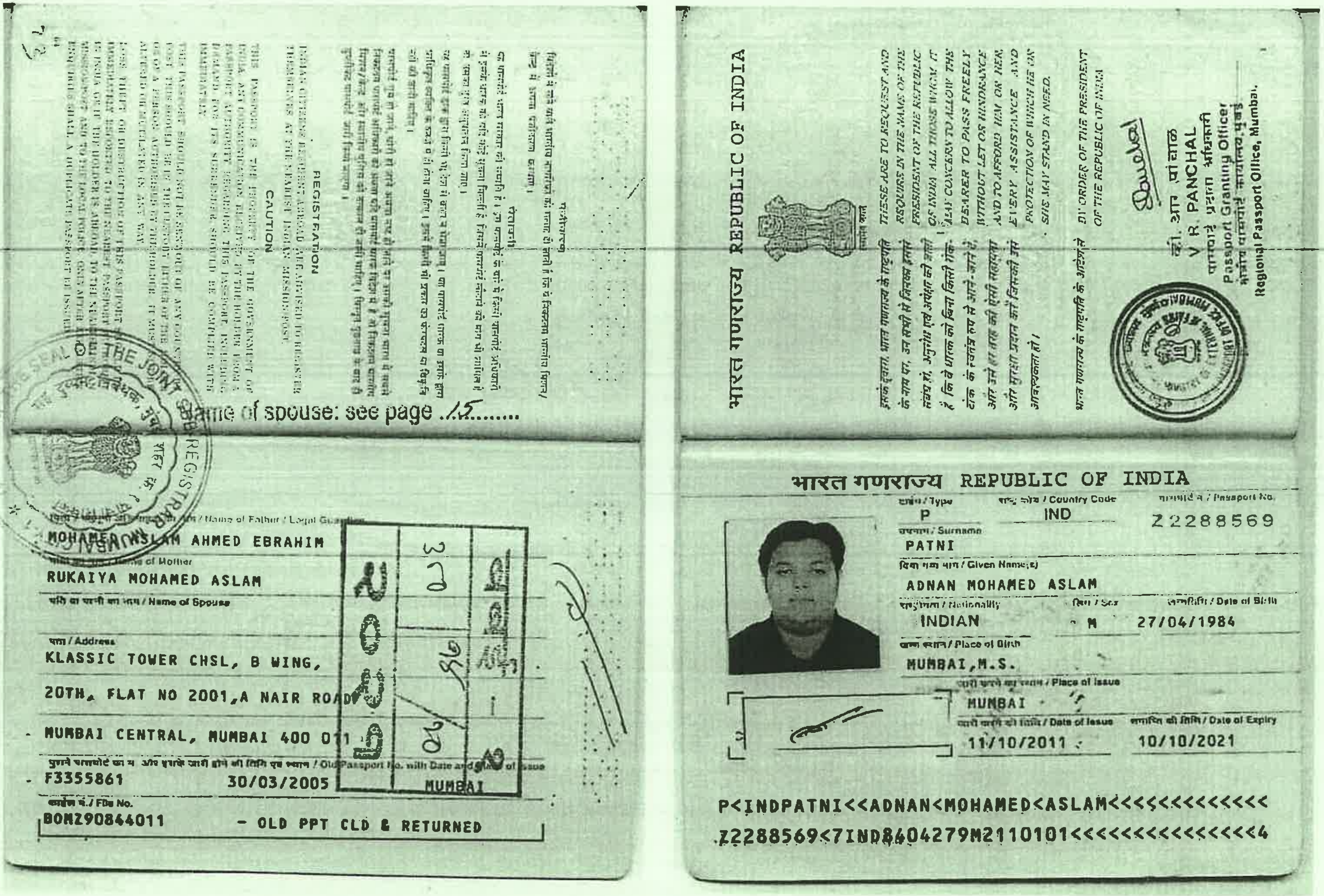

भारत गणराज्य REPUBLIC OF INDIA

इसके द्वारा, भारत गणराज्य के राष्ट्रपति के नाम पर, उन सभी से जिनका इससे संबंध हो, अनुरोध एवं अपेक्षा की जाती है कि वे धारक को बिना किसी रोक-टोक के स्वतंत्र रूप से आने-जाने दें, और उसे हर तरह की ऐसी सहायता और सुरक्षा प्रदान करें जिसकी उसे आवश्यकता हो।

THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS FREELY WITHOUT LET OR HINDRANCE AND TO AFFORD HIM OR HER EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.

भारत गणराज्य के राष्ट्रपति के आदेश से

BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA

Panchal

वी. आर. पांचाल
V R. PANCHAL
पासपोर्ट प्रदान अधिकारी
Passport Granting Officer
क्षेत्रीय पासपोर्ट कार्यालय, मुंबई
Regional Passport Office, Mumbai.

भारत गणराज्य REPUBLIC OF INDIA

प्रकार / Type P	देश कोड / Country Code IND	पासपोर्ट न. / Passport No. Z2288569
उपनाम / Surname PATNI		
दिया गया नाम / Given Name(s) ADNAN MOHAMED ASLAM		
राष्ट्रीयता / Nationality INDIAN	लिंग / Sex M	जन्मतिथि / Date of Birth 27/04/1984
जन्म स्थान / Place of Birth MUMBAI,M.S.		
जारी करने का स्थान / Place of Issue MUMBAI		
जारी करने की तिथि / Date of Issue 11/10/2011	समाप्ति की तिथि / Date of Expiry 10/10/2021	

```
P<INDPATNI<<ADNAN<MOHAMED<ASLAM<<<<<<<<<<<<<
Z2288569<7IND8404279M2110101<<<<<<<<<<<<<<<4
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पंजीकरण

REGISTRATION

INDIAN CITIZENS RESIDENT ABROAD ARE ADVISED TO REGISTER THEMSELVES AT THE NEAREST INDIAN MISSION/POST.

चेतावनी

CAUTION

Name of spouse: see page 15.......

पिता / कानूनी अभिभावक का नाम / Name of Father / Legal Guardian
MOHAMED ASLAM AHMED EBRAHIM

माता का नाम / Name of Mother
RUKAIYA MOHAMED ASLAM

पति या पत्नी का नाम / Name of Spouse

पता / Address
KLASSIC TOWER CHSL, B WING,
20TH, FLAT NO 2001,A NAIR ROAD
MUMBAI CENTRAL, MUMBAI 400 011

पुराने पासपोर्ट का न. और इसके जारी होने की तिथि एवं स्थान / Old Passport No. with Date and Place of Issue
F3355861 30/03/2005 MUMBAI

फाईल न. / File No.
BOMZ90844011 - OLD PPT CLD & RETURNED

बबई - २
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बबई - २
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७५५/९६२
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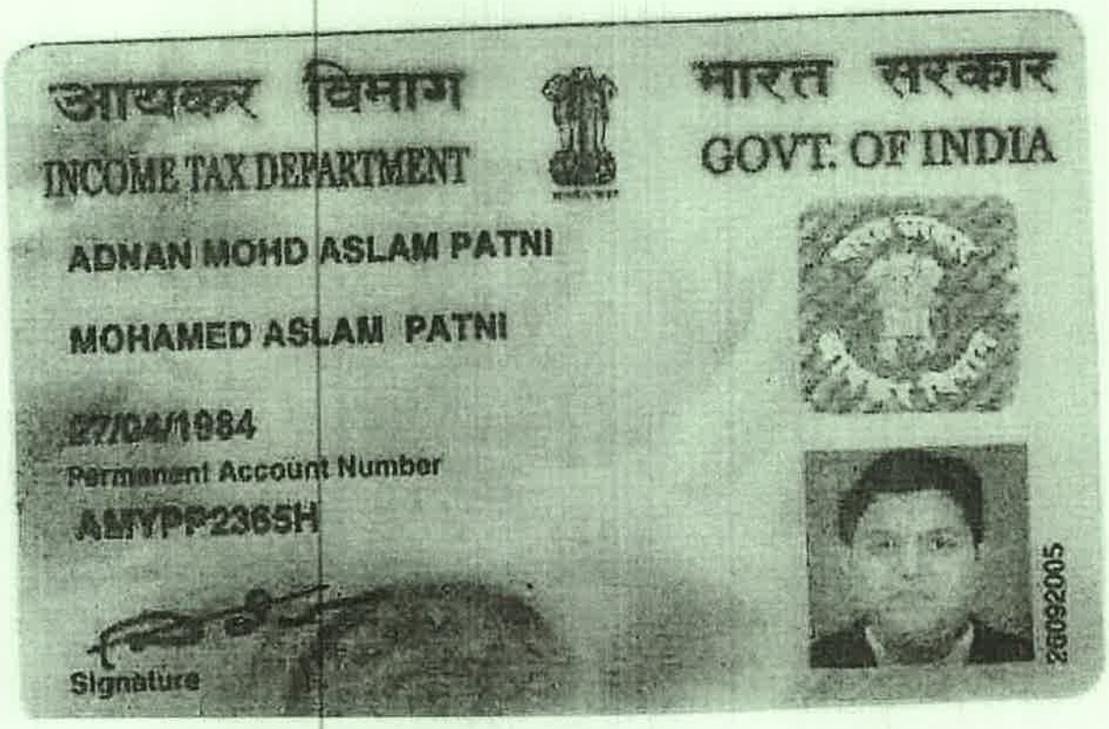
THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★



THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1

बबई - १	
वर	९५६/१६
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बबई - १	
३८०	११/२०
२०२१	

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

AADHAAR

पत्ता:
अब्रार चसल वालेन्सिया
अपारतमण्ट ए विंग 10
फ्लोर,फ्लॅट 1004,
डॉ.ए.आर.नेर रोड, मराठा
मंदिर समोर मुंबई, मुंबई
सेंट्रल, मुंबई
महाराष्ट्र, 400008

Address:
abrar chsl valencia Apartmnt A wing 10th floor,flat 1004, Dr.A.R.nair road, opp Maratha mandir Mumbai, Mumbai Central, Mumbai
Maharashtra, 400008

Aadhaar - Aam Aadmi ka Adhikar

बबई - १
३८० | ९६/२०
२०२४

भारत सरकार
GOVERNMENT OF INDIA

ईरशाद हरून बद्रा
Irshad Haroon Badra
जन्म वर्ष/YoB:1971
पुरुष Male

5693 1394 7584

आधार - सामान्य माणसाचा अधिकार

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 MUMBAI

बबई - १
८०८ | ९५७/९६९
२०२४

भारत सरकार
GOVERNMENT OF INDIA

राजन मनोहर कोतावडेकर
Rajan Manohar Kotawadekar
जन्म तारीख/DOB: 09/10/1985
पुरुष/ MALE
Mobile No: 9987439999

5096 6486 9129
VID : 9109 2540 4918 1541

माझे आधार, माझी ओळख

भारत सरकार
GOVERNMENT OF INDIA

इंटीयझ अमीन उकनी
Imtiyaz Amin Ukani
जन्म तारीख/ DOB: 06/08/1986
पुरुष / MALE

7721 0487 4186

माझे आधार, माझी ओळख

बबई - १

३८०	९४/२०

२०२०

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Download Date: 01/08/2019

पत्ता:
S/O मनोहर कोतवडेकर, डी/००४ लालबागचा राजा सोसायटी, डॉ आंबेडकर रोड, श्री गणेश नगर, लालबाग, परेल, मुंबई, महाराष्ट्र - 400012

Address :
S/O Manohar Kotawadekar, D/004 Lalbaugcha Raja CHS, Dr Ambedkar Road, Shree Ganesh Nagar, Lalbaug, Parel, Mumbai, Maharashtra - 400012

Generation Date: 01/07/2012

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भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:
मुजाहीद को-ओप सोसाइटी, रूम नं-6, आर.एम रोड, नारळाया माहाडेओ कम्पाउन्ड, जोगेश्वरी (वेस्ट), मुंबई, महाराष्ट्र - 400102

Address:
Mujahid Co-op Society, Room No-6, R.M Road, Narlaya Mahadeo Compound, Jogeshwari (West), Mumbai, Maharashtra -400102

7721 0487 4186

MERA AADHAAR, MERI PEHACHAN

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

बबई - १

६०८	९५८/९६९

२०२४

भारत सरकार
GOVERNMENT OF INDIA

गणपत बबन बोंबले
Ganpat Baban Bomble
जन्म वर्ष / Year of Birth : 1975
पुरुष / Male

7468 1124 5660

आधार — सामान्य माणसाचा अधिकार

भारत सरकार
Government of India

स्मितेश भागुराम साळवे
Smitesh Bhagu am Salve
जन्म तारीख / DOB : 20/04/1986
पुरुष / Male

2893 4305 2616

माझे आधार, माझी ओळख

मुंबई - १
५८८ | ५५९/९६९
२०२४

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
दुय्यम निबंधक, मुंबई शहर क्र. १ मुंबई

भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता ए / ००६, तळ मजला, रजनीगंधा, संघवी गार्डन, मानपाडा रोड, मारुती मंदिर जवळ, सागाव, डोंबिवली पूर्व, टिळकनगर, ठाणे, महाराष्ट्र, 421201

Address: A / 006, GROUND FLOOR, RAJANIGANDHA, SANGHVI GARDEN, MANPADA ROAD, NEAR MARUTI MANDIR SAGAON, DOMBIVALI EAST, Tilaknagar, Thane, Maharashtra, 421201

1947
1800 180 1947
help@uidai.gov.in
www.uidai.gov.in
P.O. Box No. 1947
Bengaluru-560 001

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता वडिलांचे/आईचे नाव: भागुराम साळवे, 16 1/10, टर्नर सॅनिटोरियम हिल रोड,, जेरबाई वाडिया रोड परेल भोईवाडा मुंबई, परेल, महाराष्ट्र 400012

Address: S/O Bhaguram Salve, 16 1/10, Turner Sanitonum Hill Road , Jerbai Wadia Road , Parel Bhoiwada Mumbai, Parel Maharashtra, 400012

2893 4305 2616

1947
help@uidai.gov.in
www.uidai.gov.in

मुंबई - १
३८० | ९८ / २०
२०२१

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
दुय्यम निबंधक, मुंबई शहर क्र. १ मुंबई
MUMBAI

318/380
बुधवार,13 जानेवारी 2021 1:14 म.नं.

दस्त गोषवारा भाग-1

बबइ1 १९/20
दस्त क्रमांक: 380/2021

दस्त क्रमांक: बबइ1 /380/2021

बाजार मुल्य: रु. 01/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. बबइ1 यांचे कार्यालयात
अ. क्रं. 380 वर दि.13-01-2021
रोजी 1:13 म.नं. वा. हजर केला.

पावती:489 पावती दिनांक: 13/01/2021

सादरकरणाराचे नाव: ए. पटनी रियल्टी प्रा. लि. चे संचालक नदीम कासम सुपारीवाला

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 400.00
पृष्ठांची संख्या: 20	
एकुण:	500.00

दस्त हजर करणाऱ्याची सही:

दुय्यम निबंधक, मुंबई-1

दुय्यम निबंधक, मुंबई-1

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: a जेव्हा तो प्रतिफलार्थ देण्यात आलेला असून@ त्यामुळे कोणतीही स्थावर मालमत्ता विकण्याचा प्राधिकार मिळत असेल तेव्हा

शिक्का क्रं. 1 13 / 01 / 2021 01 : 13 : 10 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 13 / 01 / 2021 01 : 13 : 41 PM ची वेळ: (फी)

प्रतिज्ञापत्र

* सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. * दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे :

लिहून घेणारे :

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

बबई - १
५०८ | १६०/१६९
२०२४

Summary-2(दस्त गोषवारा भाग - २)

13/01/2021 1 17:27 PM

दस्त गोषवारा भाग-2

बबइ1 20/20
दस्त क्रमांक:380/2021

दस्त क्रमांक :बबइ1/380/2021
दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:ए. पटनी रियल्टी प्रा. लि. चे संचालक नदीम कासम सुपारीवाला पत्ता:प्लॉट नं: 116, माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: इ एम मर्चंट रोड, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AAHCA9498C	कुलमुखत्यार देणार वय :-46 स्वाक्षरी:-		
2	नाव:राजन मनोहर कोतावडेकर . . पत्ता:प्लॉट नं: 116, माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: एस. वी. सिंग मार्ग, माझगाव, महाराष्ट्र, मुम्बई. पॅन नंबर:	पॉवर ऑफ़ अटॉर्नी होल्डर वय :-35 स्वाक्षरी:-		
3	नाव:इर्शद हारुन वद्रा . . पत्ता:प्लॉट नं: 116, माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: इ एम मर्चंट रोड, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:	पॉवर ऑफ़ अटॉर्नी होल्डर वय :-50 स्वाक्षरी:-		
4	नाव:इम्तियाज ए उकानी . . पत्ता:प्लॉट नं: 116, माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: इ एम मर्चंट रोड, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:	पॉवर ऑफ़ अटॉर्नी होल्डर वय :-34 स्वाक्षरी:-		
5	नाव:ए. पटनी रियल्टी प्रा. लि. चे संचालक अदनान अस्लम पटणी पत्ता:प्लॉट नं: 116, माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: इ एम मर्चंट रोड, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AAHCA9498C	कुलमुखत्यार देणार वय :-36 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:13 / 01 / 2021 01 : 15 : 28 PM

बबई - १
७८८ १६९/१६९
२०२४

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मुकेश साळवी . . वय:35 पत्ता:वोटावाला बिल्डींग मुं पिन कोड:400001 स्वाक्षरी		
2	नाव:गणपत वोंवले . . वय:45 पत्ता:सदर पिन कोड:400001 स्वाक्षरी		

प्रमाणित करणेत येते की वा दस्तामध्ये एकूण.....20.....पाने आहेत.
पुस्तक क्र.-१ मध्ये बबई-१/३८०/२०२१ अन्वेष नोंदला.
दिनांक 13 JAN 2021
दुय्यम निबंधक, मुंबई शहर -१

शिक्का क्र.4 ची वेळ:13 / 01 / 2021 01 : 16 : 08 PM

शिक्का क्र.5 ची वेळ:13 / 01 / 2021 01 : 16 : 13 PM नोंदणी पुस्तक 4 मध्ये

दुय्यम निबंधक, मुंबई-1

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	A PATNI REALTY PVT LTD	eChallan	02608672021010770277	MH009835360202021E	500.00	SD	0004648939202021	13/01/2021
2		By Cash			400	RF		
3	A PATNI REALTY PVT LTD	eChallan		MH009835360202021E	100	RF	0004648939202021	13/01/2021

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

[Surita v1.5.0]

Summary-2(दस्त गोषवारा भाग - २)

380 /2021

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14528463

THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
मुंबई शहर क्र. १

भारत सरकार
GOVERNMENT OF INDIA

सत्यमेव जयते

मोहम्मद शाहनवाज मोहम्मद
Mohammed Shahnawaz
Mohammed Salim Siddique

जन्म तारीख / DOB: 05/04/1987

पुरुष / MALE

5314 7929 2039

माझे आधार, माझी ओळख

बबई - १
७८२/१९९
२०२४

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आधार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:

पता:
262,इब्रहीम रेहम
रोड,, दूसरा फ्लोर
4,, भेंदी बाज़ार,,
मुंबई, मुंबई,
महाराष्ट्र - 40000

Address:
Mohammed Shahnawaz
Mohammed Salim Siddique (मोह
मद शाहनवाज मोह मद सलीम सि
क) 262, Ibrahim Rehmatulla
Road, , 2nd Floor, Room 4, ,
Bhendi Bazar, , Mandvi, ,
Mumbai, Mumbai, Maharashtra -
400003

1947
1800 300 1947
help@uidai.gov.in
www
www.uidai.gov.in
P.O. Box No. 1947,
Bengaluru-560 001

THE JOINT SUB-REGISTRAR MUMBAI CITY-1

बाबई - १
दस्त १६३/१६९
२०२४

आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

SIDDIQUE MOHD SHAHNAWAZ

MOHAMMED SALIM MOHAMMED HANIF SIDDIQUE
05/04/1987

Permanent Account Number

CBWPS6254B

Signature

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY

211112008

भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

आधार

नामांकन क्रमांक/Enrolment No.: 1427/62153/00166

Date: 09/05/2016

Bushra Mohammed Shahnawaz Siddique (बुसरा मोहम्मद शाहनवाज़ सिद्दिक़ुए)

W/O Mohammed Shahnawaz Siddique, 262,Ibrahim Rehmatulla Road,, 2nd Floor, Room No 4,, Bhendi Bazar,, Mandvi,, Mumbai, Mumbai, Maharashtra - 400003

आपका आधार क्रमांक/ Your Aadhaar No.:

4609 5171 1350

मेरा आधार, मेरी पहचान

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मूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं |
- पहचान का प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करें |
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है |

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बुसरा

बांद्रा - २
६०८ १६५/१६०
२०२४

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THE JOINT SUB-REGISTRAR, MUMBAI CITY-1

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बुसरा मोहम्मद शाहनवाज़ सिद्दिक़ुए
Bushra Mohammed Shahnawaz Siddique
जन्म तिथि/ DOB: 10/11/1996
महिला / FEMALE

4609 5171 1350

पता:
W/O मोहम्मद शाहनवाज़ सिद्दिक़ुए, 262,इब्रहीम रेहमतूल्ला रोड,, दूसरा फ्लोर, रूम न 4,, भेंदी बाज़ार,, मांडवी,, मुंबई, मुंबई,
महाराष्ट्र - 400003

4609 5171 1350

Address:
W/O Mohammed Shahnawaz Siddique, 262,Ibrahim Rehmatulla Road,, 2nd Floor, Room No 4,, Bhendi Bazar,, Mandvi,, Mumbai, Mumbai, Maharashtra - 400003

Shahnawaz
15/01/2021

Bushra

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
MUMBAI

बर्ग - १

६०५	१६६	१६९
२०२४		

318/708
शुक्रवार,02 फेब्रुवारी 2024 4:36 म.नं.

दस्त गोषवारा भाग-1

बबइ1 ९६०/१६९
दस्त क्रमांक: 708/2024

दस्त क्रमांक: बबइ1 /708/2024

बाजार मुल्य: रु. 53,98,206/- मोबदला: रु. 55,00,000/-

भरलेले मुद्रांक शुल्क: रु.3,30,000/-

दु. नि. सह. दु. नि. बबइ1 यांचे कार्यालयात
अ. क्रं. 708 वर दि.02-02-2024
रोजी 4:31 म.नं. वा. हजर केला.

पावती:998 पावती दिनांक: 02/02/2024

सादरकरणाराचे नाव: मोहम्मद शाहनवाज मोहम्मद सलीम सिद्दीकी . .

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 3380.00
पृष्ठांची संख्या: 169	
एकुण:	33380.00

दस्त हजर करणाऱ्याची सही:

दुय्यम निबंधक, मुंबई-1
सह. दुय्यम निबंधक
मुंबई शहर क्र. १

दुय्यम निबंधक, मुंबई-1
सह. दुय्यम निबंधक
मुंबई शहर क्र. १,

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

शिक्का क्रं. 1 02 / 02 / 2024 04 : 31 : 44 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 02 / 02 / 2024 04 : 35 : 19 PM ची वेळ: (फी)

प्रतिज्ञापत्र

* सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत अस्लेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. * दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील,

लिहून देणारे : लिहून घेणारे :

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1 ★ MUMBAI ★

02/02/2024 4 39:22 PM

दस्त गोषवारा भाग-2

बबइ1 9E/9E
दस्त क्रमांक:708/2024

दस्त क्रमांक :बबइ1/708/2024
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:ए.पटनी रिअल्टी प्रा.लि.चे संचालक अदनान अस्लम पटणी तर्फे मुखत्यार राजन कोतावडेकर पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: 116,ई.एम.मर्चंट रोड,मुंबई , रोड नं: ऑफ मोहम्मदअली रोड , महाराष्ट्र, MUMBAI. पॅन नंबर:AAHCA9498C	लिहून देणार वय :-38 स्वाक्षरी:-		
2	नाव:मोहम्मद शाहनवाज मोहम्मद सलीम सिद्दीकी . . पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: रुम नं 4, दुसरा मजला , 262,इब्राहीम रेहमतुल्ला रोड,भेंडी बाजार मुंबई , ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, MUMBAI. पॅन नंबर:CBWPS6254B	लिहून घेणार वय :-37 स्वाक्षरी:-		
3	नाव:बुशरा मोहम्मद शाहनवाज सिद्दीकी पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: रुम नं 4, दुसरा मजला , 262,इब्राहीम रेहमतुल्ला रोड,भेंडी बाजार मुंबई , ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, MUMBAI. पॅन नंबर:GRQPS7011Q	लिहून घेणार वय :-28 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:02 / 02 / 2024 04 : 37 : 26 PM

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

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	ठसा प्रमाणित
1	नाव:मनोहर डाफळे . . वय:42 पत्ता:11/13,बोटावाला बिल्डिंग,फोर्ट,मुंबई पिन कोड:400023	स्वाक्षरी		
2	नाव:विकास परब . . वय:42 पत्ता:11/13,बोटावाला बिल्डिंग,फोर्ट,मुंबई पिन कोड:400001	स्वाक्षरी		

शिक्का क्र.4 ची वेळ:02 / 02 / 2024 04 : 38 : 08 PM

शिक्का क्र.5 ची वेळ:02 / 02 / 2024 04 : 39 : 17 PM नोंदणी पुस्तक 1 मध्ये

दुय्यम निबंधक, मुंबई-1
सह. दुय्यम निबंधक
मुंबई शहर क्र. १,

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
सह. दुय्यम निबंधक मुंबई शहर क्र. १ यांचा शिक्का
सत्यमेव जयते
MUMBAI

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MOHAMMED SHAHNAWAZ MOHD SALIM SIDDIQUE AND BUSHRA MOHD SHAHNAWAZ SIDDIQUE	eChallan	02300042024012551589	MH014527463202324M	330000.00	SD	0007893685202324	02/02/2024
2		DHC		0224019723292	1380	RF	0224019723292D	02/02/2024
3		DHC		0124315123580	2000	RF	0124315123580D	02/02/2024
4	MOHAMMED SHAHNAWAZ MOHD SALIM SIDDIQUE AND BUSHRA MOHD SHAHNAWAZ SIDDIQUE	eChallan		MH014527463202324M	30000	RF	0007893685202324	02/02/2024

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

708 /2024

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बबई - १

७०८ | १६६/१६६

२०२४

प्रमाणित करणेत येते की वा
दस्तामध्ये एकूण.....१६६.....पाने आहेत.
पुस्तक क्रमांक १, बबई-१/.....७०८...../२०२४
अन्वेय नोंदला. 02 FEB 2024
दिनांक

(कृष्णा भि. खताळ)
सह. दुय्यम निबंधक, मुंबई शहर-१

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-1
सह. दुय्यम निबंधक मुंबई शहर क्र. १ यांचा शिक्का
MUMBAI

7202/23

****

AGREEMENT FOR SALE

****

Dated this _____ day of January, 2024

BETWEEN

A. PATNI REALTY PVT. LTD.
... Promoters/Developers

AND

1) MOHAMMED SHAHNAWAZ MOHAMMED SALIM SIDDIQUE
2) BUSHRA MOHAMMED SHAHNAWAZ SIDDIQUE
... Allottees/Purchasers

NATHANI SQUARE

M/S. CHANDRA NAIK & ASSOCIATES
ADVOCATES
101, Apex Chambers, 1st Floor,
75, Janmabhoomi Marg, Fort,
Mumbai – 400001.

6.19
6.19