

## महाराष्ट्र शासन GOVERNMENT OF MAHARASHTRA ई-सुरक्षित बँक व कोषागार पावती e SECURED BANK & TREASURY RECEIPT (e-SBTR)

6910820/BANDRA KURLA COMPLEX, MUMBALL 78279164259 16178279164259

Bank/Branch: IBKL - 6910820/BANDR Pmt Txm id : 176997803 Pmt DtTime : 03-AUG-2018@15:18:04

ChallanIdNo: 69103332018080350888 : 7101-MUMBAI

Stationery No: Print DeTime : GRAS GRN Office Name

04-AUG-2018 11:05:03 MH0047270372018198

GRN Date

IGR186-8DR1 JT SUB REGI 03-Aug-2018@15:18:12

StDuty Schm: 0030045501-75/STAMP DUTY

District

StDuty Amt : R 1,65,500/- (Rs One, Six Five, Five Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

: B25-Agreement to sell/Transfer/Assignment

Article : B25-Agreement to Bell/Transler/Assignment
Prop Mvblty: Immovable Consideration: R 23,20,500/Prop Descr : FLAT NO 503,SAVANNAH AVALON,CTS NO 583 584,VILLAGE MAROL,MAKWANA RA
OD,ANDHERI EAST,MUMBAI,Maharashtra,400059

Payer: PAN-AAICS6458B, SAVANNAH REAL ESTATE PVT LTD Duty

Other Party: PAN-AIRPP0703G, P N JAYAPRAKASH

Bank officiall Name & Signature

Ashvern

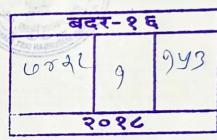
Bank official2 Name & Signature - Space for customer/office use

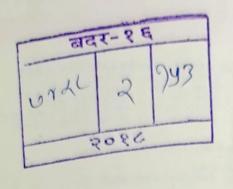
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#### Data of ESBTR for GRN MH004727037201819S Bank - IDBI BANK

Bank/Branch

IBKL - 6910820/BANDRA KURLA COMPLEX, MUMBAI

Pmt Txn id

176997803

Stationary No.

Pmt DtTime ChallanIdNo : 03/08/2018 15:18:04 69103332018080350888

04/08/2018 11:06:03 Print DtTime MH004727037201819S

District

7101 / MUMBAI

GRAS GRN **GRN Date** 

Office Name

: IGR186 / BDR1\_JT SUB REGISTRAR ANDHERI NO 1,

StDuty Schm

0030045501-75/ Stamp Duty(Bank Portal)

StDuty Amt

: Rs 1,65,500.00/- (Rs One Lakh Sixty Five Thousand Five Hundred Rupees Only )

RgnFee Schm

RgnFee Amt

Only for verification of the printed and used

Article Prop Myblty : B25

: Immovable

Consideration

: 23.20.500.00/-

16178279164259

: 03/08/2018 15:18:12

**Prop Descr** 

: FLAT NO 503SAVANNAH AVALONCTS NO 583 584VILLAGE MAROL , MAKWANA RAODANDHERI EASTMUMBAI

: 400059

**Duty Payer** Other Party

PAN-AAICS6458B SAVANNAH REAL ESTATE PVT LTD : PAN-AIRPP0703G PN JAYAPRAKASH

Bank Scroll No

Bank Scroll Date

RBI Credit Date Mobile Number

: 919821494110





#### Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-512-7428	0002480703201819	04/08/2018-13:43:26	IGR553	30000.00
2	(iS)-512-7428	0002480703201819	04/08/2018-13:43:26	- IGR553	165500.00
			Total Defacement Amount		1,95,500.00



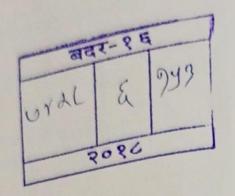


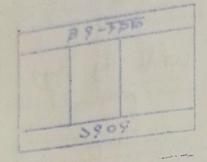


#### CHALLAN MTR Form Number-6



RN MH004751528201819E BARG	CODE II III II II III II III II III		1111111	Date 04/08/2018-11	:48:53	Form ID	25.2	
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	PAN No.(If Applicable)		ile)	1.11				
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r 2018-2019 One Time		Flat/Block	Flat/Block No. FLAT NO 503, 5TH FLOOR, SAVAN					ANNAH
		Premises	Building	AVALON				
Account Head Details	Amount In Rs.	1		71 1 1		11		
045501 Sale of NonJudicial Stamp	32500.00	Road/Street		MAKWANA ROA	MAKWANA ROAD			
		Area/Locality		ANDHERI EAST		1		
		Town/City	/District		et ivelicions			
		PIN	Parity I		4	0 0	0 5	9
		Remarks (If Any)						
		SecondPartyName=SAVANNAH REAL ESTATE PVT						
	LTD-CA=2320500-Marketval=3947164-9 6							
			W. Link		,			
				15x21	-	7	99	3
		Amount In	Thirty T	wo Thousand Five H	lundred	l Rupees	Only	
	32,500.00	Words		-	0	28		_
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Cheque-DD Details		Bank CIN	Ref. No.	02810672018080	46075	0 154430	7610	
/DD No.		Bank Date	RBI Date	04/08/2018-11:49	9:58	Not Veri	ified with	RBI
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f Branch		Scroll No., [	Date	BOOM! SUB-	San Contract			
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#### CHALLAN MTR Form Number-6



GRN MH004751528201819E BARCOD	Payer Details										
Department Inspector General Of Registration			, .,.,								
Stamp Duty			TAX ID (If Any)								
Type of Payment Stamp Duty			PAN No.(If Applic	cable)	,						
Office Name BDR16_JT SUB REGISTRAR	ANDHERI 5		Full Name MWESERS VELDON ENGINEERING WORKS								
Location MUMBAI						dispersion of					
Year 2018-2019 One Time		1	Flat/Block No. FLAT NO 503, 57					TH FLOOR, SAVANNAP			
			Premises/Buildin	ng	AVALON						
Account Head Details	Am	ount In Rs.				1					
0030045501 Sale of NonJudicial Stamp		32500.00	Road/Street	05	MAKWANA RO	AD					
			Area/Locality		ANDHERI EAST						
			Town/City/Distric	ct							
			PIN		Market and a second	4	0	0	0	5	9
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Cheque-DD Details	Bank CIN Ref. N	10.	028106720 80	04607	50 15	4430	610				
Cheque/DD No.			Bank Date								
Name of Bank			Bank-Branch CENTRAL BANK OF INDIA								
Name of Branch			Scroll No. , Date 2 , 06/08/2018								
			rar office only. No	2		Mobile	No.		986	71860	073

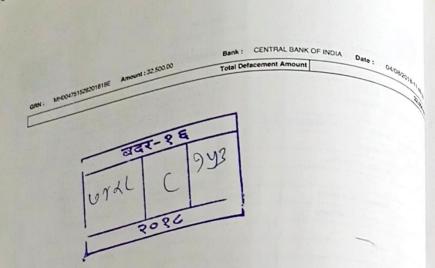
Digitally signed visit Digitally signed visit DAL 78E MUMBA 01 Date: 2012 08. 11:35:20 15 11:35:20 15 Challan Deface Report Sculp Location: India

 Sr. No.
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 Defacement No.
 Defacement Date
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Page 1/2

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CTSHO \$ 583,584

village: marol

Rate: 27500 7 C.C 131500 > R.

Area: 517 Saft carpet Durchosed 119 Satt carpet one car act- ? E 23,20,000/-

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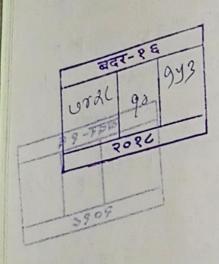
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Page 2/2

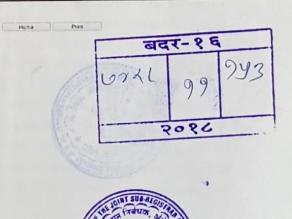
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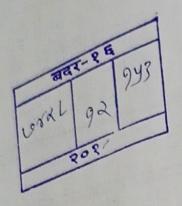




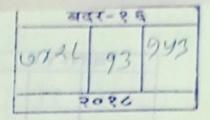


मुल्यांकत पत्रक (शहरी क्षेत्र - बांधीय ) 04 August 2018.01:47:09 PM 201808041917 Valuation ID बदराह मत्यांकनाचे वर्ष म्बई(उपनगर) जिल्हा मृत्य विभाग 43-मरोळ (अंधेरी ) 43/219 भुभाग उत्तरेस गावाची हट पुर्वेस गाव सीमा, दक्षिण व पश्चिमंस गावाची हट व पाईप लाईन उप मृत्य विभाग सि.टी.एस. नंबर#583 सर्वे नंबर न भू कमांक वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर इ. ऑदयोगीक मोजमापनाचे एकक द्काने 195300 निवासी सदिनिका च्ती जमीन चौरस मीटर 131500 131500 63100 बाधीय क्षेत्राची माहिती मिळकतीया प्रकार-बाधीव 12.17**व**रिस जिलासी सद्भिका बाधकाम क्षेत्र(Built Up)-मिळकलीया वापर-मीटर ।-आर सी सी मिळकतीये मूल्यदर बाधकामाचा दर Re.131500/-PUCOTO बांधकामाचे वर्गीकरण-वय-5th floor To 10th floor उद्ववाहन आहे मजला सविधा-Sale Type -irst Sale Sale Resale of built up Property constructed after circular dt 02/01/2018 - 105% apply to rate- Rx 138075% मजता निहाय पटवाढ -(((वार्षक मृत्यदर - सृत्या जमिमीया दर ) \* प्रशा-वानुसार टक्केवारी )+ सृत्या जमिमीया दर ) पसा-वानुसार मिळकतीया प्रति चौ मीटर मुल्यदर -(((138075-63100)\*(100/100))+63100) Rs. 1380755 - वरील प्रमाणे मुल्य दर \* मिळकलीचे क्षेत्र मुख्य मिळकतीचे मृत्य - 138075 \* 12.17 ्रमुख्य सिळकरोपे मृत्य -तळपराचे मृत्य - मेइनिवर्डन मजला क्षेत्र मृत्य - लगतस्या सस्पीचे मृत्य - वदील गस्तीचे मृत्य -वदेस्त वड्डन तळाचे मृत्य - खुन्या अमिनीवरील वड्डन तळाचे मृत्य - इमासी भोवतीस्या खुन्या आगेचे मृत्य - वदिस्त बालकरी एकदित अंतिम मुन्य = A + B + C + D + E + F + G + H + 1 -1680372.75 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 -Rs.1680372.75/-









## PERMANENT ALTERNATIVE ACCOMMODATION AGREEMENT

BETWEEN

1.A) MRS. ZETUN MUSTEN GABAJIWALA aged 81 years, holding Income Tax P.A.N. No. AABPG 9807 C (I.B) MR. HUSEINI MUSTEN GABAJIWALA aged 59 years, holding Income Tax P.A.N. No. AABPG 9798 A (1.C) MR. AAMIR MUSTEN GABAJIWALA aged 54 years, holding Income Tax P.A.N. No. AABPG 9797 R (1.D) MR. MOIZ MUSTEN GABAJIWALA aged 57 years, holding Income Tax P.A.N. No. AABPG 9806 D residing at Gabajiwala Building, Plot No. 7, Saifee Colony, Church Road, Marol, Andheri (East), Mumbai -400 059 (2.A) MRS. REHANA EMRAN GABAJIWALA aged 79 years, holding Income Tax P.A.N. No. AHBPK 9703 A (2.B) MR. KURESH EMRAN GABAJIWALA aged 57 years, holding Income Tax P.A.N. No. AABPG 9803 G both also of Mumbai Indian Inhabitants residing at Gabajiwala Building, Plot No. 7, Saifee Colony, Church Road, Marol, Andheri (East), Mumbai - 400 059 (2.C) MRS. NAFISA daughter of EMRAN GABAJIWALA and wife of YUSUF BHAVNAGARWALA aged 60 years, holding Income Tax P.A.N. No. AEZPB 0498 L residing at Abbas Building, "A" Wing, PREMISES No. 19, 2nd floor, Jalbhai Street, Mumbai 400 004 (3.A) MRS. ZARINA MANSUR GABAJIWALA aged 77 years, holding P.A.N. No. BCZPG 4584 P and (3.B) MR. SAIFUDDIN MANSUR GABAMANA A years, holding Income Tax P.A.N. No. AABPG 9804 B, both also of Mumba midian Inhabitants residing at Gabajiwala Building, Plot No. 7, Saifee Colony, Church Road, Marvis Anatheri (East), Mumbai - 400 059and hereafter collectively referred to as "THE OWNERS/LAVILORDS (which expression shall, unless it be repugnant to the context meaning thereof be deemed to mean and include survivor or survivors of them and the heirs, and legal representatives of the other/others of them and the heirs executors, administrators, successors and assigns) being Party of the FIRST PART;

AND

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MR. VELDON ENGINEERING WORKS having pan No. AIR needs to the context or meaning thereof the context of the cont

SAVANNAH REAL ESTATE PVT. LTD, a private limited company incorporated under the savenum of the THIRD PART;

a private limited company incorporated under the savenum of the time being, its successors and well and a source of the THIRD PART;

AND WHEREAS The Owners are seized and possessed of and well and sufficiently entitled to Village Mary and bearing C.T.S. Nos. 583 and 584 of Village Mary all those pieces or parcels of land bearing or thereabouts respectively aggregating to 1548.5 admeasuring 1377.1 and 171.5 square meters or thereabouts respectively aggregating to 1548.5 admeasuring 1377.1 and 171.5 square meters of the square meters and 171.5 square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters collectively and situate lying and being at Makwana Road, Marol, Andheri (East) square meters of the square meter

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AND WHEREAS The tenant was occupying an industrial protection totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet in carpet area located totally admeasuring about 615 square feet area located totally admeasured totally admeasu	
property for such tenanted use and was paying to the Owne	Rs.1995/- per De Rent as
mentioned in the Second Schedule hereunder written.	ON THE OWN

बदर-१६

AND WHEREAS the Tenant has also executed a Letter of Consent with the Owners dated 12th April, 2016 and annexed herewith as "Annexure C" is a copy of the letter of consent, which provides for all the terms and conditions for redevelopment with Owner and Developers. The Tenant has also provided closure notice of their respective gala as well as submitted requisite undertaking and letter for obtaining Labour Commissioner NOC. The Office of the Labour Commissioner has issued N.O.C

AND WHEREAS the Owner being desirous of developing the said property have entered into a Development Agreement dated 4<sup>th</sup> August, 2017 registered with the sub registrar of Assurances at Andheri under No.BDR-4/6897/2017 along with a registered Power of Attorney in favor of the developers and the developers in turn have planned to demolish, dismantle and remove all the existing old buildings / industrial estate and structures lying and being on the said property and in their place to construct a new residential building with commercial shops, proposals and plans for this development have been submitted to M.C.G.M.(Municipal Corporation of Greater Mumbai)through their Licensed Architect and Structural Consultant.

AND WHEREAS the said property falls under 13 zone (Special Industrial development plan of 1991 for Greater Mumbai. The developer has obtained change of zone from 13 to Residential during the course of obtaining approvals for the said new building.

AND WHEREAS the buildings plans and specifications of the building comprising of Ground(stilt and shops) + 12 upper floors submitted by the Architect on behalf of the descripters. The proposed construction with full potential F.S.I. and all approvals alongwith any proposed modifications and amendments to such approvals shall hereinafter referred to as "The said New Building".

AND WHEREAS, after submission of the municipal plans, the Developer through their Architect has obtained the Intimation of Disapproval (I.O.D) annexed herewith as Annexure

Z.M.C. of N. y. R.E.G. 1/2 Sol zones how of Any of the

for the daid development via letter dated 22<sup>nd</sup> June 2018 from the Municipal Corporation of

of the right and industrial premises on ownership the head AND WHEREAS in course the said old industrial premises on ownership basis upon residential premises in exchange of the said old industrial premises on ownership basis upon residential premises in exchange of the said old industrial premises on ownership basis residential premises in exchange by the parties hereto. The owners have agreed by the parties hereto and conditions mutually agreed by the parties hereto. The owners have agreed to certain terms and conditions mutually agreed by the parties hereto. The owners have agreed to certain terms and conditions mutually agreed by the parties hereto. The owners have agreed to certain terms and conditions mutually agreed by the parties hereto. The owners have agreed to certain terms and conditions mutually agreed by the parties hereto. certain terms and conditions mutations are agreed to grant the new residential premises in exclusive possession and enjoyment of the tenant on what grant the new residential premises are considered to the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and as and the passis free of cost in lieu of the said old premises and the passis free of cost in lieu of the said old premises and the passis free of cost in lieu of the said old premises and the passis free of cost in lieu of the said old premises and the passis free of cost in lieu of the said old premises are considered to the passis free of cost in lieu of the said old premises are considered to the passis free of cost in lieu of the said old premises are considered to the passis free of cost in lieu of the said old premises are considered to the passis free of cost in lieu of the said old premises are considered to the cost of t grant the new residential premises and as and by way of is known as ownership basis free of cost in lieu of the said old premises and as and by way of is known as ownership basis ited be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and our permanent alternative accommodation to be held and enjoyed by the tenant and or her heirs and the heirs are the permanent alternative accommodation and the heirs and the held and the heirs are the heirs and the heirs are the heirs and the heir and the permanent alternative accommodate to payment of proportionate taxes and out goings and successors as the case may be subject to payment of proportionate taxes and out goings and successors as the case may be subject to payment of proportionate taxes and out goings and successors as the case may be subject to payment of proportionate taxes and out goings and successors as the case may be succes subject to observance and personal subject to the rules by laws and regulations of the society which may be ownership basis and subject to the rules by laws and regulations of the society which may be ownership basis and subject to the rules by laws and regulations of the society which may be ownership basis and subject to the rules by laws and regulations of the society which may be ownership basis and subject to the rules by laws and regulations of the society which may be ownership basis and subject to the rules by laws and regulations of the society which may be ownership basis and subject to the rules by laws and regulations of the society which may be ownership basis and subject to the rules by laws and regulations of the society which may be ownership basis and subject to the rules by laws and regulations of the society which may be ownership basis and subject to the rules by laws and regulations of the society which may be only the rules by the rules by laws and regulations of the society which may be only the rules by th ownership basis and subject to of Premises, Shops, etc.

AND WHEREAS as per Development Agreement dated 4th August 2017 and Consent Letter AND WHEREAS as per dated 12th April 2016, the tenant is eligible for 517 Sq.ft. Carpet area in lieu of Tenanted Gala/Unit No.05.

The above Recitals shall form an integral part of this Agreement, as if the same have been set out herein verbatim.

AGREEMENT WITNESSETH AND IT IS HEREEBY AGREED. OCCLARED AS CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS

PERS shall construct a building namely "SAVANNAH AVALON" ing of Ground(stilt and shops) + 12 upper floors by utilizing and consuming the present unutilized development potential thereof including, the compensatory fungible FSI. FSI by payment of premium, TDR, road width FSI, etc, and all other development potential as may be permissible under the prevalent Development Control Regulations for Greater Mumbai, 1991 OR Development Control Regulations for Greater Mumbai, 2034 and/OR other rules/bye laws applicable on the said property and in accordance with the plans perused by the tenant.

designs, specifications approved by the concerned local authority and which have been

2. The Developers do hereby agree and covenant that they have granted to the conant for use and occupation of himself and his family on permanent basis and on ownership free of any other additional price, consideration, costs or expenses whatsoever, new residential premises bearing Flat No.503 admeasuring 636 Sq. Feet. R.E.R.A. carpet area on the Fifth floor of the new building alongwith 01 car parking in the multi level car park located in stilton the said property as shown shaded by red colour boundary line annexed hereto as "Annexure E" and described in the Third schedule hereunder written, and herein after referred to as "The said premises". The said premises also includes the proportionate common areas and facilities appurtenant to the premises, in exchange of the said old premises as a Permanent Alternative Accommodation for use and occupation of himself and his personal family. The tenant has agreed to acquire the ownership of the said new premises from the Owners in exchange of the said old premises and on the terms and conditions here in after agreed.

3. Since the area of the said premises is 636 sq. feet R.E.R.A. carpet area and the allocated to the tenant as per consent agreement dated 12th April 2016 is 517 area, the Tenants have agreed to purchase from the Developers additional 119 sq. feet carpet area as per mentioned herein below in order to complete the allocation a self-contained residential unit as per the approved plans and the Tenant hereby contained purchases the said additional carpet area from the developers on the below mentioned term and conditions. The purchase of the additional free sale area shall be regulated by Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder.

4. The Tenant hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Tenant additional carpet area of 119 sq. ft. R.E.R.A. carpet area equivalent to 11.06 sq.mtrs. R.E.R.A. carpet area from its free sale component as per development agreement with owners dated 4th August 2017. The area sold by the developer and purchased by the tenant shall be over and above the area the tenant is entitled to receive under the consent agreement dated 12th April 2016 for which the tenant shall be required to pay the developers an agreed consideration of Rs.23,20,500/- (Rupees Twenty Three Lakhs Twenty Thousand Five Hundred Only) as mentioned hereinbelow:

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Amount (Rs.) Amount due immediately on or after registration Rs.1,50,000/ Amount due on completion of 60 days from Rs.10,10,250/. registration under R.E.R.A. Rs.5,80,125/ Amount due on casting of Plinth Rs.5,80,125/-Amount due on casting of 5th floor slab

A. The Total Price above excludes Taxes consisting of tax paid or tax payable by the A. The Total Price above exact the Tax, Service Tax, G.S.T., Entry Tax and Cess or any tenants by way of Value Added Tax, Service Tax, G.S.T., Entry Tax and Cess or any tenants by way of Value Action of and/or acquiring of the said other similar taxes with the construction of and/or acquiring of the said premises by time, in connection with the construction of an apurchaser of additional area. time, in connection with the tenant as an alternate allotment or as a purchaser of additional area from the developers for the said premises as the case may be.

B. The Tenant agrees and confirms that in the event of delay/default in making payment The Tenant agrees and interest/penalty charged on delayed payment) of the service tax. VAT, cess / GST, Entry Tax or any such tax demanded, then without prejudice to any other rights or remedies available with the Developer under this agreement, the Developer shall be entitled to adjust the unpaid service tax / GST and/or any such Developer state payable thereon from the due date till the date of adjustment any subsequent amounts received from the Tenant.

Price is escalation-free, save and except escalations/increases, due to on account of development charges payable to the competent authority r any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The developers undertake and agree that while raising a demand on the tenant for increase in development charges, cost, or levies imposed by the competent authorities etc., the developers shall enclose the explanation in that behalf to that effect along with the demand letter being issued to the tenant.

D. Without Prejudice to the Developer right under this agreement and/or in law, the

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Tenant agrees to pay to the Developer interest at such rate as pre provisions and rules framed under RERA on all such late payment; / defaults which may become due and payable by the Tenant/s to the developer hereunder in terms of this Agreement from the date the said amount become payable by the Reant to the developer herein.

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- E. The Tenant further agrees that the developer shall in respect of any amount remaining unpaid by the Tenant under the terms and conditions of this agreement shall have first lien and charge on the said premises agreed to be allotted by the Tenant.
- F. The Tenant authorizes the developer to adjust/appropriate all payments made by the Tenant under any head(s) against the lawful outstanding dues / interests payments, if any, in their name as the developer may in its sole discrete and the Tenant undertakes not to object to the developer to adjust by any manner.

OR

G. The Tenant requires, a smaller self-contained, residential premises in lieu of the area to be allotted to the Tenant as per consent agreement dated \_\_\_\_\_, and hence the Tenant has been paid a lump sum consideration of Rs. excess area so surrendered to the Developers by the Tenant in the following manner as mentioned hereunder. Receipt of such payment is acknowledged by the tenant and annexed herewith as Annexure "F". The tenant hereby declares that he shall have no rights on the area so surrendered by him to the Developers under any agreement executed in the past with the Developers or Owners. The Tenant has accepted the area of the said premises admeasuring sq.ft. carpet area. The Developers shall be the sole owners of such area and may choose to deal with it in any manner whatsoever as they may deem fit.

5. The Tenant shall be entitled to ownership occupation and enjoyment of the said new premises for the purpose of residential use only and shall not be changed under any circumstances.

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6. The Tenant has prior to the execution The Tenant has prior to the execution to develop the said property (ii) the approval, high the approval, high the about (i) the rights of the developer to developer architect. (iii) ii. The Tenant has prior to the developer about (i) the rights of the development of the said building alongwith the about (i) the rights of the development of the developers architect. (iii) the development of the said building prepared by the developers architect. (iii) the development of the said building prepared by the developers architect. (iii) the development of the said building prepared by the developers architect. about (i) the rights of the developer architect. (iii) the developers architect. (iii) the half the developer and specifications of the said building prepared by the developer and all other related document and specifications of the said building prepared by the developer under this agreement and all other related document and specifications of the said property of a pay of the title certificate of the said pay of the title certificat sanctions obtained the said building it is agreement and all other related documents and specifications of the said building it is agreement and all other related documents and specifications of the said property of Solicitors of the rights retained by the developer under this agreement and all other related documents and specifications of the said property of Solicitors and specific spe and specifications of the developer under the rights retained by the rights retained by the rights retained by the developer under the rights retained by the ri Shabbir Kapadia k annexed h

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8. The Tenant have no objection and have given their unconditional and irrevocable and officers of the A. The Tenant have no objection to all concerned authorities and officers of the Municipal absolute consent and no objection to all concerned authorities and the area Downstein absolute consent and no objection to all concerned authorities and the area Downstein and the area Downstein absolute consent and no objection to all concerned authorities and officers of the Municipal absolute consent and no objection to all concerned authorities and officers of the Municipal absolute consent and no objection to all concerned authorities and officers of the Municipal absolute consent and no objection to all concerned authorities and officers of the Municipal absolute consent and no objection to all concerned authorities and officers of the Municipal absolute consent and no objection to all concerned authorities and the area Downstein and the area Dow absolute consent and no objection.

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shall, always have the right and be entitled to purchase and acquire further Development Rights from the market / Additional FSI, Fungible FSI and additional F.S.I as may be available Development Rights 1.1 Development Rights 1.2 additional FSI on basis of total other nomenclature under Door of premium or otherwise and consume the same on the said property and construct additional of premium or otherwise and deal with the same in the manner the Devot of premium or otherwise and deal with the same in the manner the Developer deems and conditions mentioned in the Development deems floors, construct, make another the deems and conditions mentioned in the Development Agreement and proper, subject to the terms and conditions mentioned in the Development Agreement fit and proper, subject to the owners and the Tenants consents to rights of the or any such future agreements with the Owners and the Tenants consents to rights of the or any such future agreement of the building plans from time to time, to load such additional Developer to revise and modify the building plans from time to time, to load such additional Developer to revise and manner whatsoever, to that end. This shall operate as an irrevocable available FSI in any manner whatsoever, to that end. This shall operate as an irrevocable available FSI in any management and the Owners for carrying out such changes in the consent by the Fernand to the Developer shall be, if the Developer so decides building plans as and when required. The Developer shall be, if the Developer so decides entitled to construct in, over or around or above the terrace any additional area or facility as

may be permitted within the rules of the Municipal Corporation of Greater Mumbai and / or any other authorities.

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10. The Developers further agree that after commencement of work of construction of the said new building, they shall complete the entire project and obtain building completion certificate in respect of the said new building and register the society of all shop/premises holder in the new building and on the said property within the maximum period as prescribed by R.E.R.A. and shall obtain from the owners conveyance of the said entire property in favour of the housing co-operative society which may be formed by all the purchasers of the shop/ premises and other premises in the said new building.

11. While sanctioning the said plans, in respect of construction on the said building, the concerned local authority and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the developers, while developing the said building thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the said building and pure second by the concerned authority.

#### 12. Possession:

(i) The Developer shall give possession of the Premises to the Tenant on from the receipt of Commencement Certificate issued by the M.C.G.M. Provided however, that the Developer shall be entitled to extension of time -Grace period for a period of 12 months from the expiry of first possession date. This possession date shall be extended on account of but not because of an act and / or omission on the part of the Developer and shall be subject to any or all of the following factors: -

- a) Any force majeure events;
- b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- c) Any stay order / injunction order issued by any Court of Law, competent authority, M.C.G.M., statutory authority:
- d) Any other unforeseeable circumstances that may be deemed reasonable by the Authority.

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e) Any act beyond the control of the Developers, theyone they availability or supply of labor, materials or united of the Developer; causes expiny the control of the Developer;

in the rules and regulations for Mumbai,

2026 the following amounts with the Developer-3. The Tenant shall, before Clause 2 above, deposit the following amounts with the Developer-

share money, application entrance fee of the Society;

share months, deposit towards provisional monthly contributes.

a. 85.350/as 24 months, deposit towards provisional monthly contributes.

Towards maintenance charges and property taxes; Towards manner for legal charges and expenses

Non-refundable Infrastructure and Development charges c. Rs.10,000/-Non-refundable deposit charges towards installation of cable d. Rs. 79,500/e. Rs.25,000/-

Non-refundable amenity fund for gym and swimming pool

\$0,000/-28,018/- TOTAL unts are non interest bearing.

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15. The Developer herein shall confirm the final carnet area of the premises/shops that has be allotted to the Tenant after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charge of any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area of upto 3 % then the Developer shall refund the excess money paid by the Purchaser within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the tenant. If there is any increase in the carpet area allotted to the Purchaser, then the Developer shall demand additional amount from the Tenant on or before to handing over possession. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement.

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16 From the date of receipt of the notice from the developers to the tenant to take possession of the said new premises the tenant shall be liable to pay to the developer proportionate share as may be decided by the developers towards payment of Municipal Taxes and other such outgoing charges in respect of the said new premises, and any other outstanding payments or Interest thereon as mentioned in clause 4. The developer shall not issue such notice before grant of occupation certificate (part or full) in respect of the said ne M.C.G.M.

17. The Tenant hereby agrees and undertake to become a member of Co Operative society are ltd. company or other incorporated body to be formed in the manner house leading to th and also from time to time sign and execute the application for registration and other papers and documents necessary for the formation and registration of the society and shall duly till in sign, and return the same being forward by the developers. The tenant shall be bound from time to time to sign all papers and documents and to do all other things as the developers may require him / her /them to do from time to time for safeguarding the interest of the developers and of other tenants / Purchasers of residential tenements or Shops etc. in the said new building.

18. The Tenant along with Owners and the new purchasers in the said new building will join and form a Co-Operative society or incorporated body. After completion of the said new building and after the formation of the Co-Operative society or ltd. company is registered the owners shall transfer and assign all their rights, title and interest in the said property more

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the Tenant hereby agrees to observe and perform all the rules and regulations which the Tenant hereby agrees body may adopt at its inception and from time to tine the Tenant hereby agrees to ous adopt at its inception and from time to time to time for time for the said building and the premises or portions the 3. 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21. Representations and Warranties of the Owners/Developers;

The Owners/Developers hereby represents and warrants as follows:

A. The Owners have clear and marketable title with respect to the said land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property and also has actual physical and legal possession of the said property for the implementation of the new building;

B. The Developers have lawful rights and requisite approvals from the competent authorities to carry out development of the new building and shall obtain 5059 requisite approvals from time to time:

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- C. There are no encumbrances upon the said property or the said new building except those disclosed in the title report;
- D. There are no litigations pending before any Court of law with respect to the said property except those disclosed in the title report;
- E. All approvals, licenses and permits issued by the competent authorities with respect to the said property and said new 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 said property and said new building shall be obtained by following due process of law and the developers have been and shall, at all ti be in compliance with all applicable laws in relation to the sales Build
- F. The Owners/Developers have the right to enter into this Aureument at not committed or omitted to perform any act or thing, whereas the right and interest of the tenant created herein, may prejudicially be affe
- G. The developers have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said premises which will, in any manner, affect the rights of tenant under this Agreement.
- H. The developers confirm that they are not restricted in any manner whatsoever from allotting the premises to the tenant in the manner contemplated in this Agreement;
- I. At the time of execution of the conveyance deed of the building alongwith the said property to the association of new purchasers/tenants the developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the said new building to the association of the new purchasers/tenants;
- J. The developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies,

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respect to the said project to the said projec

a Government or any other local body or authority or authority government ordinance, order, notification of the said proper No office from the Government ordinance, order, notification of the said property) has been sin respect of the said property.

No delice the control of the said property has been requisition of the said property except the Owners in respect of the said property except the notice for acquisition of the respect of the said property except those dispersion and the Owners in respect of the said property except those dispersions are report. in the title report.

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A. To maintain the said Premises at the Tenant's own cost in good and lead that of possession of the said Premise to be done anything in or to the To maintain the said Premis the date that of possession of the said premises to be done anything in or to the said new building repair and condition from the date that of possession of the said premises to be done anything in or to the said new buildings and too or suffer to be done anything in or to the said new buildings and too or suffer to be done anything in or to the said new buildings and too or suffer to be done anything in or to the said new buildings and too or suffer to be done anything in or to the said new buildings and too or suffer to be done anything in or to the said new buildings and too or suffer to be done anything in or to the said new buildings and too or suffer to be done anything in or to the said new buildings are not to the said new buildings and too or suffer to be done anything in or to the said new buildings are not To maintain from the said profile to be done anything in or to the said new building in or to the said new building and shall not do or suffer to be done anything in or to the said new building and shall not do or suffer to be done anything in or to the said profile to the said new building in which the said Premises: repair and hall got do or suffer and shall got do or suffer regulations or bye-laws or change/alter or make and shall got do or suffer or make and shall got do or suffer or make and shall got do or suffer half by building in which the said Premises is situated and new building in which the consent as aid new building in which the consent as a second and the c against the rules, resembled in which the said Premises is situated and the said new building in which the consent of the local and the said new part thereof without the consent of the local and the said new part thereof the said new bundled and the said new bundled

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C. To carry out at his own cost all internal repairs to the said Premises and mains. To carry out at mother the same condition, state and order in which it was deline, the said Premises in the same condition, state and order in which it was deline. the said Premises by the Developer to the Tenant and shall not do or suffer to be done anything in by the Developer to the said new building in which the said Premises is situated or the said new building in which the said Premises is situated or the said new building in which the said Premises is situated or the said new building in which the said Premises is situated or the said new building in which the said Premises is situated or the said new building in which the said Premises is situated or the said new building in which the said Premises is situated or the said new building in which the said new building in whi Premises which may be contrary to the rules and regulations and bye- laws of the concerned local authority or other public authority in the every of the Tenara committing any act in contravention of the above provision, the Tenant shall b responsible and liable for the consequences thereof to the concerned local authority and/or other public authority

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D. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said new building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises 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 said new building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis, elevations or other structural members in the said Premises;

E. Not to do or permit to be done any act or thing which may rendo any insurance of the said property and/or the said new building Premises is situated or any part thereof or whereby any increased premining become payable in respect of the insurance;

F. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the s. thrown from the said Premises in the compound or any portion of the said Land and/or the said new building in which the said Premises is situated.

- G. Not to hang clothes, garments or any other items or things from the balcony, window or terrace or any other place appurtenant to the Building;
- H. Not to encroach upon or make use of any portion of the building not agreed to be acquired by the Tenant.
- I. Not to close or permit to be closed balconies of the new Building or change the external elevation or colour scheme of the building including lobby and the areas outside the main door of the premises.
- J. To bear and pay any increase in local taxes, development of betterment charges, water charges, insurance premium and any other such levies if any, which are and which may be imposed by the M.C.G.M. and/or Government and/or any public authority on account of change of user of the premises otherwise.

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K. Not to hange the exterior elevation or the outlay of the said new building or windows are

rill to the building or windows except in accordan by the Developer.

M. Not to block or keep anything in the common passage, staircases, tenaces, tenaces Not to block or any other common place of the said new building.

N. Not to affix any sign boards, neon lights or advertisements either on the compound wall or other waterior of the building or on the compound wall or other waterior. Not to affix any sign volume or on the compound wall or otherwise in the exterior of the building or on the exterior of the building or on the compound wall or otherwise in the new building

O. The Tenant shall never in any manner enclose any elevation features and tenant shall never in any manner including installing any tenant tenant shall never in any manner including installing any tenant shall never in any manner enclose any elevation features and the same shall never in any manner enclose any elevation features and the same shall never in any manner enclose any elevation features and the same shall never in any manner enclose any elevation features and the same shall never in any manner enclose any elevation features and the same shall never in any manner enclose any elevation features and the same shall never in any manner including installing any tenant shall never in any manner including installing any tenant shall never in any manner including installing any tenant shall never in any manner including installing any tenant shall never in any manner including installing any tenant shall never in the same sha The Tenant shall never manner including installing any temporary of areas to be kept open in any manner include the same in the premises and shall not include the same in the premise and shall not include the same in the premise and shall not include the same in the premise and shall not include the same and shall not include th areas to be kept open and shall not include the same in the premises and kept open areas to be kept open and shall not include the same in the premises and kept open areas to be kept open and shall not include the same in the premises and kept open areas to be kept open and shall not include the same in the premises and kept open areas to be kept ope same unenclosed at all times.

The Tenant shall not do anything in the said new building there on which the Tenant shall not do anything in the said new building there on which the Tenant shall not do anything in the said new building there on which the Tenant shall not do anything in the said new building there on which the said new building there on which the said new building there on which the said new building there on the said new building the said new building there on the said new building the The Tenant shall not use the Tenant shall not use on which which we the forbidden or prohibited by any law and/or the rules of the control that the forbidden or prohibited by any law and/or the rules of the control that the forbidden or prohibited by any law and/or the rules of the control that the forbidden or prohibited by any law and/or the rules of the control that the forbidden or prohibited by any law and/or the rules of the control that the forbidden or prohibited by any law and/or the rules of the control that the contr be forbidden or promitive any act or omitive any act or omitive government authorities. In the event, the Tenant alone shall be responsible and the above, the Tenant alone shall be responsible and the above and the above are the above and the above are the above and the above are t overnment authorities overnment authorities and liable for a concerned authorities in addition to any nntravention to the action and liable for any penal action to action to any penal action to acti en by the Developer in that behalf.

Not do or permit or suffer to be done anything in the premises or any pan of she provided the premise of the pr Not do or permit of the Developer is said few building which is or may, or which in the opinion of the Developer is said few building which is or may, or which in the opinion of the Developer is said few building which is or may, or which in the opinion of the Developer is said few building which is or may, or which in the opinion of the Developer is said few building which is or may, or which in the opinion of the Developer is said few building which is or may, or which in the opinion of the Developer is said few building which is or may. said few bullous said few bullous and an annoyance or an annoyance to garage with the operations, enjoyance to g may, at any date to the neighborhood to or interference with the operations, enjoyment, quiet or comb of the occupants of adjoining premises or to the neighborhood provided along the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the Tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the tenant for a second of the responsible to the respo of the occupant inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premised of the building

R. Pay to the Developer within 15 (fifteen) days of demand by the Developer, is share of security deposit demanded by the concerned local authority Government or giving water, electricity or any other service connection to the said new building in which the said Premises is situated.

S. Bear and pay in a timely manner and forthwith, all amounts, dues, taken installments of Sale Consideration, as required to be paid under this Agreement

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T. The Tenant agrees that the mechanized parking equipped with safety measure will be maintained by a third party through an arthual maintenance contract p warranty free period and the Developer or M.C.G.M. takes no responsibility in case of failure of the mechanized parking. The Tenant agrees to pay the maintenance cost of such mechanized parking in a time bound manner, even if it is not being used by the Tenant.

U. The Tenants have been informed and have full knowledge that commercial shops have been proposed by developers on the ground floor of the said new building. The Developers shall be free to sell the shops to whomsoever they choose to commercially allot the shops to as long as the Purchasers of the shops perform business / trade as per applicable government norms. The Tenants of this agreement shall not and will not raise any objection to the user of the commercial premises or their customers or their work timings or create nuisance for the commercial premises or their customers as the

V. The tenants shall not misuse the refuge area in the said new coulding maintain it in a manner that it can be used in case of emergence he construction not use the refuge area in any manner that may render it un-usa entry, in a manner that it may be unable to use in case of an emergency. The Tenant indemnifies and shall hold harmless the developers herein in case of any mishaps that occur due to the non-performance on part of the tenants, with respect to the maintenance and usability of the Refuge area.

W. The Tenant shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Tenant to the Developer under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Tenant is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Tenant shall be entitled to effectuate such transfer only with the prior written permission of the Developer.

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The Tenant shall observe and perform all the rules and regulations of armendal the rules and regulations of armendal the performance of the Building Relations of the observance and performance of the Building Relations and for the observance and performance of the Building Relations and other public bodies. The Tenant shall also observe regarding and other public bodies and down by the Society regarding and shall play occupancy and use of the said Premises in the said new building and shall play occupancy and use of the said Premises in the said new building and shall play occupancy and use of the said Premises in the Society regarding and shall play occupancy and use of the said Premises in the Society regarding the said Premises of this Agreement.

Y The Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and its surveyors and agents, with the Tenant shall permit the Developer and Its surveyors and agents are shall permit the Tenant shall permit the Developer and Its surveyors and agents are shall permit the Developer and Its surveyors and agents are shall permit the Developer and Its surveyors and Its surveyors and Its surveyors and agents are shall permit the Developer and Its surveyors are shall permit the Developer and Its surveyors are shall permit the Its surv

Z. The Tenant/s shall be bound by the terms of this Agreement, the earlier development Agreement between the Land Owner and this Developer and any other agreements/ documents/ deeds/ writings/ arrangements executed or to be other agreements/ documents/ the M.C.G.M. or any other authority/ies, if the project.

No failure to exercise or delay in exercising or enforcing any right or long that the same of the same

- BB. If there is more than one Tenant named in this Agreement, all obligations hereunder of such Tenant shall be joint and several. The failure of compliance with any of the terms and conditions, obligations under this agreement shall be considered as failure of all the Tenants. All Tenants shall be treated as one single person for the purpose of this Agreement and all of them shall be jointly and severally liable for the consequences thereof.
- CC. All undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/ executed and/or may be executed by the Developer in favour of M.C.G.M. and the concerned bodies/ authorities in respect of the said Land and

its development shall be binding upon the Tenan/s and Society of the purchaser's of premises.

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DD. The Tenant's shall not take any objection, on the ground visance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Developer, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Land.

EE. The Tenant agrees to grant to the Developer, all the facilities assistance and cooperation as the Developer may reasonably require from time to time even after the Developer has delivered the possession of the premises to the Tenant and the enable the Developer to complete the scheme of the development of the development.

FF. The Tenant shall have no claim save and except of their own areas including terraces, part terraces, passages, basements, open remain the property of the Developer. The Tenant hereby agrees and continue that the pocket terraces attached to any premises shall be for exclusive use of the owner/ occupier of such respective premises.

- GG. It is clarified by the Developer that the Tenant has / have unconditionally given agreed that no separate share certificate shall be issued for any parking will be related to the premises of the Tenant and will remain impartible. No one will be permitted to create any third party right / interest in such space / area and such right / interest will always be related to his / her /their / its premises and therefore be inseparable.
- HH. The tenant shall indemnify and hold harmless, and keep indemnified and harmless the developer from time to time, against any, all actions, claims, demands, costs, proceedings, damages, expenses, losses and liabilities including professional fees incurred in relation thereto of whatsoever nature incurred or suffered by the developer in connection with the enforcement or preservation of any rights of the developers and any breach or default by the tenant of all its obligations or restrictions under the said agreement.

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Developer shall have an irrevocable right and perpetual right and right and

- 24. It is expressly agreed that the name of the said new building shall be "SAVANNAII agreed that the name and shall not be changed under any circumstances."

  AVALON" and shall remain the same and shall not be changed under any circumstances.
- 25. It is expressly agreed that the parties under this agreement are aware that a premises on the Ist floor of the said building along with two car parks has been handed over to M.C.G.M and for its successors, nominees or assigns for its sole use thereto as a condition to conversion of the said premises is M.C.G.M. and the said land from Industrial to Residential. The owner of the said premises is M.C.G.M. and the Tenant acknowledges that M.C.G.M. shall have the sole authority to decide who uses/resides in the said premises and the Ownership of the said premises shall vest with M.C.G.M. only.
- 26. It is expressly agreed that the parties under this agreement are aware that the premises on the 1st floor of the said building along with two car park which is handed over to M.C.G.M. may or may not be required to become a member of the society and will not be required to pay property tax, or any other taxes, rates, duties, cess or charges including maintenance charges, sinking fund, repair fund charges etc. in respect of the premises and/or any amenities provided pursuant thereto to Society or otherwise. MCGM and /or is successors, nominees or provided pursuant thereto to Society or otherwise. MCGM and /or is successors, nominees along with the support of the absolute authority to use, sell, transfer, assign the premises along with the support of the said building and/or the Society for which the Purchaser/s herein shall have no objection.

as terrace level which is accessible for the purpose of maintenance, etc. The tenant shall not object to construction of any neighborhood properties under construction with deficient opens spaces nor have any claim or damages against the Owners, Developers or M.C.G.M. against any concessions, deficiencies condoned by M.C.G.M. during the construction of the said new building which is as per existing D.C.R of M.C.G.M. and permitted in the sanction plans.

28. It is agreed that the information, specifications, amenities, layout, pictures etc shown contained in the brochure and other materials documents etc shown to the Terant, if any are indicative only. The Developer shall not be liable, responsible, obligated and for required to provide any and / or all such amenities, specifications, etc as contained in the brochure and other materials, documents etc. No right of any nature whatsoever shall be construed and / or accrued and / or deemed to have accrued in favour of any person and / or Tenant from or by virtue of the brochure and other materials, documents etc. The Developer shall not be liable and / or responsible for any loss, damages, cost, charges, expenses suffered / incurred and / or likely to be suffered and /or incurred by any person and / or Tenant. No person or Tenant shall have any right or be entitled to claim or enforce any right based on such brochure and other materials, documents etc.

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- 29. It is expressly agreed that all other unsold premises, car parks shall be the sole and absolute property of the Developer even after the charge of the said property together with said new Building is handed over to the society by the Developer and even after the vesting of the said property and the said new Building in favour of the society. The Developer shall be entitled to enter into agreement with prospective Purchasers in respect of the unsold premises on such terms and conditions as the Developer may deem fit and proper but without affecting or prejudicing the right of the Tenant and in respect of the said premises under the said pre
- 30. The person to whom the said premises is transferred and / or assigned of fiven possitision of (after prior written permission from the Developer) shall from the cooperation to sign all documents, papers, application and do all acceptations and matters as the Developer herein may require for safe guarding his interest and other Tenants etc. in the said building. The terms and conditions of the said agreement shall apply in totality to the new and subsequent transferree.
- 31. The Developer is entitled to amalgamate the said property with any other property and upon such amalgamation, the Developer shall be entitled to modify the entire layout as it may deem fit. The Tenant hereby grants his/her irrevocable consent for any such modification/change in the layout as the Developer deems fit.
- 32. The Tenant hereby undertakes and indemnifies and holds harmless the Owners/Landlords and the Developers against any loss, liability, claim, damage, litigation and expense whatsoever in relation to any third party claiming any rights / interest through the tenants or any related party thereof.
- 33. The stamp duty and registration charges payable on this Agreement shall be borne and paid by the Owners and Tenant in the ratio of 50% each on area. The stamp duty/GST/registration

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etc. on any additional area purchased by the tenant from the Developers shall tenant from the Devel additional any duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the Stamp Authorities and the stamp duty as determined by the stamp duty as d changes etc. 33 the Tenant. The stand of proceedings resulting there from including any fine, penalty deficiency in payment and/or proceedings resulting there from including any fine, penalty deficiency in payment and/or proceedings resulting there from including any fine, penalty deficiency in payment and liability of the Tenant and the Owners. The Do deficiency in payment and/or process and liability of the Tenant and the Owners. The Development shortfall or delay in registration interest and the and/or liable for the payment shortfall or delay in registration. interest that to responsibility and the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and/or liable for the payment shortfall or delay in registration for any shall not be responsible and or shall not be reason and/or in any manner whatsoever.

34. The Tenant shall immediately after execution of the Agreement lodge the Salthe Tenant shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and shall within two days after Leading the Sub-Registrar of Assurance and Sub-Registrar 1. The Tenant shall immediately for the registration with the Sub-Registrar of Assurance and shall within two days after lodging the registration with the Sub-Registrar of their having so done. The Owners/devel. registration with the Sub-Registration with same intimate the continue of this Agreement, immediately there after admit the execution by them of this Agreement,

35. The rights and obligations of the parties arising out of this agreement shall be construed and the Bombay High Court The rights and obligations of the Laws of India and the Bombay High Court shall have this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

FIRST SCHEDULE

ALL THOSE pieces or parcels of land situate lying and being CTS. No. 583 admeasuring 171.50 square was ALL THOSE pieces and CTS. No. 584 admeasuring 171.50 square meters. aggregating to 1377.10 square meters of Village Marol, Taluka Vile Parle, Dist Mumbai suburban lying being 1548.00 square interest at Makwana road, Marol, Andheri (East), Mumbai – 400 059 and is bounded as under

On or towards the North : By C.T.S. No. 572

On or towards the South: By C.T.S. No. 607 and C.T.S. No. 640

On or towards the East: By C.T.S. No. 576 and 18.3 M wide DP road

On or towards the West : By C.T.S. No. 585

Z.M.C. N.Y. R.E.G. WY Sid zone how at A) . De Par

THE SECOND SCHEDULE ABOVE REPERRED TO:

2086 The Premises No.05 admeasuring about 615 Sq. feet, in carpet area on the Ground Ploor of located in the industrial building "GABAJIWALA INDUSTRIAL ESTATE" on the said

THE THIRD SCHEDULE ABOVE REFERRED TO:

property more.

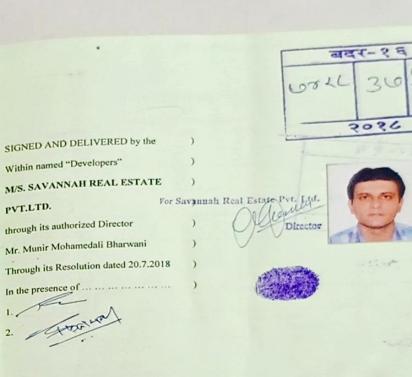
The Premises No.503 admeasuring about 636 Sq. feet, R.E.R.A. carpet area on the Bift located in the building "SAVANNAH AVALON" on the said property more particular described by black coloured boundary line and shaded red on the floor plan thereof as by the Municipal Corporation of Greater Mumbai.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the within named The Owner/ Landlord 1.A)ZETUN MUSTEN GABAJIWALA (1.B)HUSEINI MUSTEN GABAJIWALA (1.C) AAMIR MUSTEN GABAJIWALA (1.D)MOIZ MUSTEN GABAJIWALA

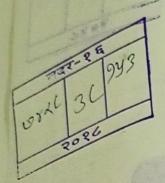


Within name M/S. SAVA PVT.LTD. through its a Mr. Munir M Through its I In the presen 1.





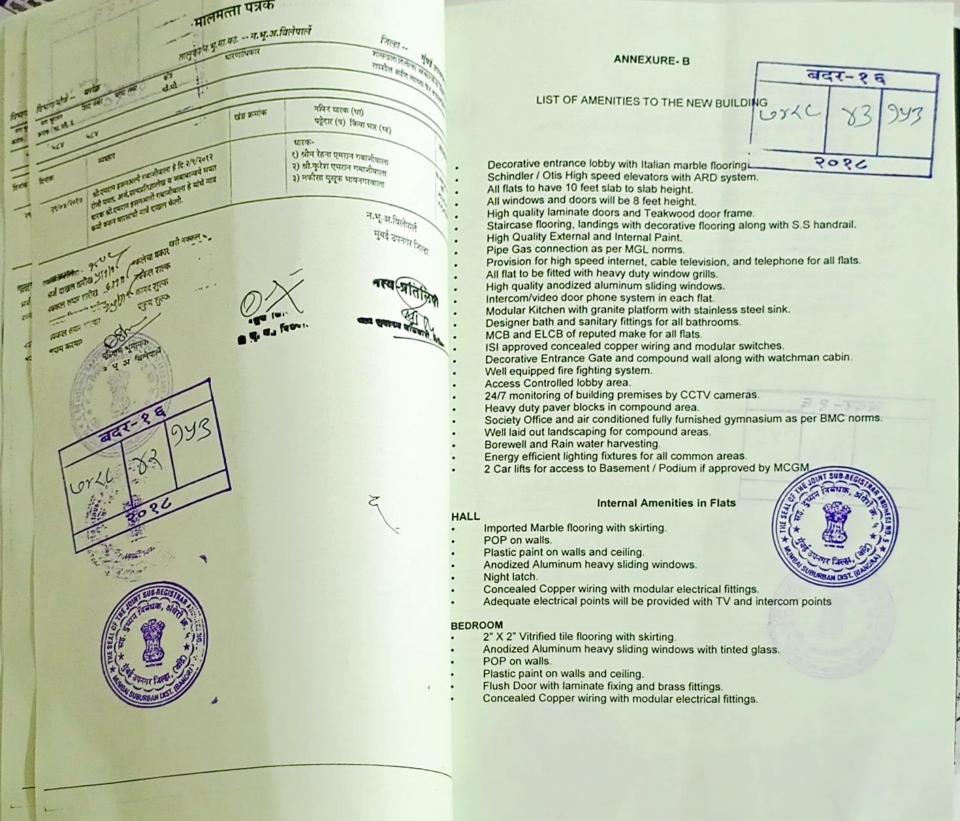
In the presence of .....





Annexune "A" बदर-१६ मालमत्ता पत्रक तालुकान्य पु.मा.का. - न.भू.अ.विलेपाल मरोळ Harf interior forces शिट नंबर धारणाधिकार 4000 चौ.मी. 463 चौ.मिटर. र.स.४/- प्रति ३०० राम्येक्टर व्यक्ति 5.0053 [शेली.] शेती. खंड फ्रमांक नविन घारक (धा) साक्षाकंन पट्टेदार (प) किंवा भार (भा) फे रफार क्र.७०५ प्रमाणे संबंधी -मा.जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा याचेकडील फ्र.न.भू/अंकी व अक्षरी नक्कल 2/22/2023 न.भू.अ.विलेपार्ल अर्ज/सत्ताप्रकार/२०१३ दि.२६/७/२०१३ व इकडील दि.६/१२/१३ चे आदेशान्वये मिळकत पत्रिकेवर सत्ताप्रकार सदरी शेती असे नमुद केले. मा.अपर उपजिल्हाधिकारी मुंबई उपनगर जिल्हा अंधेरी यांचेकडील बिनरोती आदेश क्रमांक ADC/LND/D १) श्री.मुस्तान हस्ति ११४९ दिनांक २६/५/१९७० व अतितातडी बिनशेती २) श्री.एमराण हस-भूड मो.र.नं.३२६ दिनांक ११/१२/१४ न.भू.अ.विलेपार्ले ३) श्री.मन्सूर हसनव यांचेकडील दिनांक ५/६/२०१५चे आदेशान्वये न.भू.क्र.५८३ व ५८४ या मिळकतीचे एकूण क्षेत्र १५४८.६ चौ.मी.क्षेत्राकरीता वाणिज्य प्रयोजनाकरीता रक्कम रू.९/- प्रति १०० स्क्वेअर यार्ड करीता बिनशेती सा-याची नॉद केली व सत्ताप्रकार शेती ऐवजी " क " दाखल करून धारक सदरी ७/१२ प्रमाणे नाये दाखल केल्याची नॉद केली. फे रफार क्र.८०४ प्रमाणे सही -मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मि.प./अक्षरी नोंद/२०१५,पुणे दिनांक १६/०२/२०१५ व इकडील आदेश क्र.न.भू.मरोळ/फे.क्र.८०४ 9/82/2084 न.भू.अ.विलेपाले दि.९/१२/२०१५ अन्वये केवळ चौकशी नोंदवहीवरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मेळात असलेने मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी एक हजार तीनशे सत्याहत्तर पूर्णांक एक दशांश चौ.मी.दाखल श्री.मुस्तेन हसनअल्ली गबाजीवाला हे दि.२१/११/२००९ धारक -फे रफार क्र.८५० प्रमाणे सही • १) श्रीम झैतुन मुस्तेन गबाजीवाला २) श्री.हुसैनी मुस्तेन गबाजीवाल रोजी मयत ,अर्ज सत्यप्रतिज्ञालेख जबाबान्वये मयत 28/8/2080 धारक यांचे नाव कभी करुन वारसांची नावे दाखल केली. न.भू.अ.विलेपाल ३) श्री.अमीर मुस्तेन गवाजीवाला ४) श्री.मोईस मुस्तेन गवाजीवाला श्री.मन्सूर हसनअल्ली गबाजीवाला हे दि.२७/२/२०१६ फे रफार क्र-८५१ प्रमाणे सही -रोजी मयत ,अर्ज सत्याप्रतिज्ञालेख जबाबान्वये मयत १) श्रीम झरीना मन्सूर गबाजीवाला २९/४/२०१७ न.भू.अ.विलेपाले धारक श्री.मन्सूर हसनअल्ली गबाजीवाला यांचे नाव २) श्री-सैफुद्दीन मन्सूर गबाजीवाला कमी करन वारसाची नावे दाखल केली.

मालमत्ता पत्रक बदर-१६ माजुका न पु.मा.का. . . न.भू.अ.विलेपाले जिल्हा --शास्त्रक्षा जिल्ला अस्तिका के सारकेल अर्थन त्याच्या केर अपकार मालमत्ता पत्रक तालुका/न.भू.मा.का. - न.भू.अ.विलेपालें मरोळ नविन घारक (धा) धारणाधिकार प्लाट नवर खंड फ्रमांक शिट नंबर तपशील आणि त्याच्या पेर्ड तपासगीची निवत येळ) पट्टेदार (प) किया धार (धा) चौ.मी. 468 र.स.१/- प्रति १०० स्क्येंअर याउँ विशेषार्ध के वमान हस्ताअल्ले ग्वाजीवाला हे दि ३/४२०६२ १) श्रीम रेहाना एमरान गवाजीवाला 2.309 अ समान इसनगरणा गुजरमात्व इ स. १९५७ है। रोजी म्यूत, अर्ज, स्त्यामीत्तरस्य ज्याजान्यने प्रत २) श्री.क्रेश एमरान गवाजीवाला चो.मिटर. [रोती.] रामा भूमतः अन्यः संस्थानसम्बद्धाः वृक्षाभानसम् गराः भारतः सी प्रधान इसन अन्ती नवानीताला गाँधै ताव ३) नफीसा युसूक भावनगरवाला Rate वारक आत्पारल स्थलअस्ता ग्यामावी क्रमी करून वार्रकोची नावे दायल घेटती. न.भू.अ.विलेपालं शेती. ्रम्लेच प्रकार सरी नक्कर दे ज्ञानिकारण वृद्ध है। THE PART CATE क्कल तवा अस्ता साक्षाकंन L. firegre नविन घारक (धा) खंड क्रमांक पट्टेदार (प) किंवा भार (भा) बतास स्मृतिह वालेपाले Formally savery see 23 आदेशान्वये मा.जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा यायेकडील क्र.न.प्/अंकी य अक्षरी नक्कल अर्ग/सत्ताप्रकार/ २०१३ दि-२६/७/२०१३ च इकडील दि.६/१२/१३ चे आदेशान्वये मिळकत पत्रिकेवर सत्ताप्रकार सदरी रोती असे नमूद केले. मा अपर उपजिल्हाधिकारी मुंबई उपनगर जिल्हा अंधेरी धारक । 80 १) श्री.मुस्तान हसनअल्ली गंबाजीयाला यांचेकडील विनरोती आदेश क्रमांक ADC/LND/D २) श्री.एमराण हसनअल्ली गवाजीवाला ११४९ दिनांक २६/५/१९७० व अतितातडी बिनरोती श्री.मन्सूर हसनअल्ली गबाजीवाला. मो.र.नं.३२६ दिनांक ११/१२/१४ न.भू.अ.विलेपार्ल यांचेकडील दिनांक ५/६/२०१५चे आदेशान्यये न.मू.क.५८३ व ५८४ या मिळकतीचे एकूण क्षेत्र १५४८.६ चौ.मी.क्षेत्राकरीता वाणिज्य प्रयोजनाकरीता रक्कम रू.९/- प्रति १०० स्वयंअर यार्ड करोता बिनरोती सा-याची नॉद केली व सत्ताप्रकार शेती ऐवजी " क " दाखल करून धारक सदरी ७/१२ प्रमाणे नावे दाखल केल्याची नॉद केली. फेरफार क.८०४ प्रमाणे स्क्री -मा जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) 9/17/7014 पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मि.प/अक्षरी नॉद/२०१५,पुणे न.भू.अ.विलेपाले दिनांक १६/०२/२०१५ व इकडील आदेश क्र.न.भू.मरोळ/फे.क्र.८०४ दि.९/१२/२०१५ अन्वये केवळ चौकशो नॉदवहीवरील क्षेत्र व मिळकत पत्रिकेयरील क्षेत्र मेळात असलेने मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी एक रो एकाहत्तर पूर्णांक पाच दशांश चौ.मी.दाखल केले. के रफार क ८५० प्रमाणे सही -श्री.मुस्तेन हसनअल्ली गवाजीवाला हे दि.२४/१४/२००९ १) श्रीम झेतुन मुस्तेन मुवानीवाला २) श्री हुसेनी मुस्तेन गुवानीवाला रोजी मयत, अर्ज सत्याप्रतिज्ञालेख जबाबान्यये मयत 26/4/2010 धारक श्री-मुस्तेन हसनअल्ली गबजीवाला यांचे नाव कमी न भू अ विलेपाली ३) श्री.अमीर मुस्तेन ग्रंबाजीवाला करन वारसांची नावे दाखल फेली. ४) श्री मोईस मुस्तेन गवाजीवाला फे रफार क्र.८५१ प्रमाणे सही -श्री.मन्स्र हसनअली गबाजीवाला हे २७/२/२०१६ रोजी मयत अर्ज, सत्यप्रतिज्ञालेख जबाबान्वये मयत धारक श्री १) श्रीम झरीना मन्सूर गबाजीवाला २९/४/२०१७ न.भू.अ.विलेपार्ले २) श्री-सेफूदोन मन्सूर गबाजीवाला मन्सूर हसनअली गबाजीवाला यांचे नाव कमी करुन वारसांची नावे दाखल केली. (पान न.-- 1 )



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Granted tiling above platform upto ceiling height & below platform.

Hereby sliding windows with plain

provision for hot and cold water provision for hot and cold water provision for hot and cold water sliding windows with plain glass.

Anodized Copper wiring with modular electrical fittings Coased thing hot and beavy sliding Windows with prain glass.

Provision for hot and beavy sliding Windows with prain glass.

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Provision for hot and beavy sliding Windows with prain glass.

Provision for hot and beavy sliding Windows with prain glass.

Provision for hot and beavy sliding Windows with prain glass.

Provision for hot and beavy sliding Windows with prain glass.

# Ceramic anti-skid flooring. Glazed wall tiles up to ceiling height. BATHTOLET

Concealed heavy duty plumbing Provision for hot and Cold water. Provision for hot and cold water

Provision for hot and cold water

Jaguar / RAK fittings with coloured sanitary ware & Geyser

Jaguar / Cold water in shower & wash basin counter. Jaguar / RAK fittings with coloured sanitary ware & C Hot & Cold water in shower & wash basin counter. Hot & Cold water in shower & cupreme/ppr make) Internal piping should be CPVC (supreme/ppr make) Internal piping should be CPVC (supreme/ppr make)

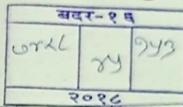
Internal piping should be on the (supremerppr make)
Concealed Copper wiring with modular electrical fittings.



# Anneque "C"

4433114

CHALLAN MTR Form Number-9



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IRREVOCABLE CONSENT FOR REDEVELOPMENT AND PERMANANT

AND PERMANANT 943

I, Mr. P. Jayprakash, Proprietor of M/s. Veldon Engineering Works having address at 5 Gabajiwala Industrial Estate, Makwana Road, Marol, Andheri (East), Mumbai 400 059 (which express shall unless it be repugnant to the context or meaning thereof, mean and include his heir, executors and administrators) do hereby state as under:

- 1. That I are the legal tenants of Mr. Musten Hasanally Gabajiwala, Mr. Emran Hasanally Gabajiwala, Mr Mansur Hasanally Gabajiwala, the Landlords of the property, in the Industrial Estate known as "Gabajiwala Industrial Estate" lying being and situate at C.T.S. Nos. 583 and 584 of Village Marol, Makwana Road, Marol, Andhjeri (East)Mumbai 400059 and such tenant/s are occupying and using Unit No.5 on the Ground floor admeasuring 615 square feet carpet area in the said building.
- 2. That the Landlords have proposed to re-develop the said property by demolishing the existing industrial building and construction residential building and provide permanent alternate accompanies the tenants on Ownership Basis.
- 3. That I hereby declare and state that I hereby giving more consent for Re-development of the said property and that the have agreed to provide the permanent alternate resident accommodation in the new building admeasuring 517 square feet carpet area to me on what is popularly known as "Ownership Basis" free of costs.
- 4. I hereby affirm, declare and confirm that the redevelopment of the above referred Property shall be carried out by Landlords or their Developers as they may think deem fit by utilizing the full balance potential of the said property. I shall extend my full co-operation as and when required and also execute the document/agreements/undertakings as required for the development of the above referred property. I hereby also undertake to provide all documents/licenses/affidavits/undertakings etc relating to my unit/gala/tenancy etc. and any other documents as may be required by the Landlords for the effective implementation of the redevelopment scheme in a time bound manner.

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That the landing plans to the authorities concerns the same. That on the LO.D. That on the LO.D. being provided to me, I agree and the same being p the being provided to me, I agree and the same vacant and peaceful possession of the same over vacant within a period of 30 interestion of the same vacant and peaceful possession of the same vacant and peaceful possession of the interestion of the Landlords within a period of 30 days of the landlords to commence the intension hand over single possession of the landlords within a period of 30 days to recate and hand over to commence the construction of the landlords to commence the construction of the landlords and/or Developers to commence the construction of the landlords and/or Developers to commence the construction of the landlords and/or Developers to commence the construction of the landlords and/or Developers to commence the construction of the landlords and/or Developers to commence the construction of the landlords and landlords and landlords are constructed and landlords and landlords are constructed as a constructed and landlords are constructed as a constructed and landlords are constructed and landlords are constructed as a constructed and Gala/Unit to the Lanute to commence the construction of Landfords and/or Developers to commence the construction of Landfords and/or Developers to commence the construction of the Landfords and/or Developers to commence the construction of the Landfords and/or Developers to commence the construction of the Landfords and the Landfords

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completed along with the Occupation Certificate is handed over to me.

- 11. That the Landlords/Developers shall execute and register at August for providing Permanent alternate accommodation for residential flux/ lieu of my Industrial Unit/Gala in the proposed new building upon the sanction of the building plans.
- 12. That I hereby declare that this irrevocable written consent shall be binding upon me, my legal heirs, executors and successors or whatsoever derives the tenancy/occupancy of the above mentioned Gala/
- 13. That I hereby undertake and declare that we have not created any subtenancy / leave and license / mortgage / or any third party rights of my Unit/Gala and hereby indemnify and keep indemnified the Owners/Developers in case of any claim/lien/charge/suits/liabilities till taking over the possession of permanent alternate accommodation.
- 14. That I agree and undertake that in the event of me wishing to deal/assign/transfer my rights in any manner whatsoever during the progress of the construction work, then the Transferee shall be bounded. this consent and the terms and conditions agreed upon between me and the Landlords/Developer. I shall cause the said transferee to execute undertaking to that effect.

Dated 12 Day of April 2016

Solemnly affirmed by the Withinnamed Tenant/s

M/s. Weldon Engineering Works)

Through its Proprietor

Mr. P. Jayprakash

In the presence of ..



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Wg; (1A) Zetun Mustan Gabajiwala, (1B) Huseini Mustan Gabajiwala, (1C) 502 Chamir Mustan Gabajiwala, (1D) Moiz Mustan Gabajiwala, - Legal heirs of Mustan Hasanally Gabajiwala (2A) Rehana Emran Gabajiwala, (2B) Quresh Emran Gabajiwala, (2C) Mrs. Nafisa Yusuf Bhavnagarwala, - Legal

Sr. No.



BE FORE ME 20414

RAMESH CHANDRA TIWARS **ADVOCATE & NOTARY** GOVT. OF INDIA Res. 129, A-Wing, Appli Ekta Hsg. Soc. Nav Pada, Marol Naka, A. K. Road, Andheri (E), Mumbai-400 059.

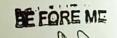
heirs of Late Emran Hasanally Gabajiwala (3A) Zarina Mansur Gabajiwala, - Legal heirs of Late Mansur Gabajiwala, heirs of Late Emran Gabajiwala, - Legal heirs of Late Mansur Hasajiwala declare that he had been been confirm and declare that he had been been conditioned to the Landlords do hereby confirm and declare that he had been been conditioned to the Landlords do hereby confirm and declare that he had been conditioned to the Landlords do hereby confirm and declare that he had been conditioned to the landlords do hereby confirm and declare that he had been conditioned to the landlords do hereby confirm and declare that he had been confirmed to the landlords do hereby Sabajwala, the Landlords do hereby confirm and declare that We have Cabajiwala, the Landious that are to be complied observe and perform-all the terms and conditions that are to be complied with by us.

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(1C) Aamir Mustan Gabajiwala,	Sauvij
(1D) Moiz Mustan Gabajiwala,	6.8
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(2B) Quresh Emran Gabajiwala,	Vice of the second
(2C) Nafisa Yusuf Bhavnagarwala,	Najisa. Jusuf.
(3A) Zarina Mansur Gabajiwala,	Zarina M. Gabaji
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RAVIESH CHANDEA TIWARE ADVOCATE & NOTARY

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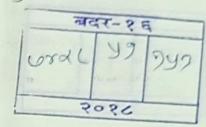


RAMESH CHANDRA TIWAR ADVOCATE & NOTARY GOVT. OF INDIA Res. 129, A-Wing, Appll Ekta Hsg. Soc

Nav Pada, Marol Naka, A. K. Road Andheri (E), Mumbal-400 059

Sr. No.

Annexume D'



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



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. CHE/WS/2672/K/E/337(NEW)

MEMORANDUM

To.

Shri, Munir Mohamed Ali Bharwani Director of, M/s. Savannah Real Estate Pvt.Ltd., C. A. To

3-401 West view, Bajaj Road, Vile Parle (West), Mumbai - 400056

With reference to your Notice 337 (New), letter No. 360 dated. 1/9/2017 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed residential building with shop at ground floor on plot bearing C.T.S. No. 584 & 583 of Village Marol Situated at Jakwana road, Andheri (east), Mumbai 400059., CTS NO.584 & 583 furnished to me under your letter, lated 1/9/2017. I have to inform you that, I cannot approve of the building or work proposed to be prected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Junicipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

#### LE CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.

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

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

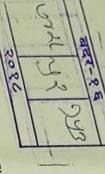
That the low lying plot will not be filled up to a reduced level of atleast 28.04 mtr. T.H.D. or 0.15 mtr above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work,

That the Structural Engineer will not be appointed & Supervision Memo as per appendix XI (regulation 5(3)(ix) will not be submitted by him.

That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.

That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.

Page 1 of 13 On 22-Jun-2018



No. CHEWS/2672/K/E/337(NEW)

That the Indemnity Bond Indemnitying the Corporation for damages, risks, accidents etc. and the Indemnity Bond Indemnitying no nuisance will not be submitted before C.C./Stagles occupiers and an undertaking regarding no nuisance will not be described.

work.

That the existing structure proposed to be demolished will not be demolished or necessary in the existing structure proposed to be submitted and got approved before C.C.

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before approved the concerned A.E.W.W. (\*\*VE), shall not be submitted before applying for G.C., shall not be submitted before applying for G.C., shall not be submitted before applying for a part of Amendment) Act 1992 will not be submitted before applying to be a Amendment).

That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.

13 12 That the registered undertaking in prescribed proforms agreeing to demolish the excess area of constructed before asking for C.C. excess area of constructed beyond permissible FSI shall not be submitted before asking for C.C.

7 That the requisite premium as intimated will not be paid before applying for C.C. That the requisite premium as inclined.

That the requisite premium shall not be submitted for payment of difference in premium Pad that the registered undertaking shall not be submitted for payment of difference in premium Pad to the registered and relief.

6 calculated as yes reserved unless payment of advance for providing treatment at construction that the C.C. shall not be asked unless payment of advance to the Insectiode Officer of the sale site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer to care site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer to care. The time we prevent epidemics like Dengue, maximum when required by the Insecticide Office for the cases site to prevent epidemics like be made as and when required to cover the compensation shall be made as and office for more when the compensation shall be made as a fine of some control of the compensation. calculated as per revised land rates.

17 Ward Office and provision shall be name of site or policy to cover the compensation claims as that the Janata Insurance policy in the name of site or be taken out before starting the work and also act of workman's compensation of 1923 will not be taken out before starting the work and also act of workman's compensation work.

not be renewed during will not be done and report thereof will not be submitted with structural that the soil investigation will not be done and report thereof will not be submitted with structural that the soil investigation will not be not be renewed during the construction work.

19 18 design.

That the building will not be designed with the requirements of all relevant is codes including is a tractice building will not be designed with the requirements of all relevant is codes including is a tractice building will not be design while granting occupation certificate from Structural Engineer to the second resource of the sec

20 That no main beam in R.C.C. frames structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable 1.S. Codes.

2 That all the cantilevers [projections] shall not be designed for five times the load as per 1.S. Code that all the cantilevers [projections] shall not be designed for five times the load as per 1.S. Code that all the cantilevers projecting beyond the terrace and carrying the overhead 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead states.

That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick  $masc_{\Pi^{k}_{1}}$  or 150 mm auto claved cellular concrete block excluding plaster thickness as circulated under  $n_0$ ,  $n_0$  or 150 mm auto claved cellular concrete block excluding plaster thickness as circulated under  $n_0$ .

4.1974. ure bins for disposal of wet waste as per the design and specification of Viduals specialized in this field, as per the list furnished by Solid Waste thent of M.C.G.M. shall not be provided to the satisfaction of Municipal

Page 2 of 13 On 22-Jun-2018



# No. CHEWS/2672/K/E/337(NEW)

That the registered undertaking for not misusing the part / pocket terraces / A.H.Us. and area claimed free of F.S.L. will not be submitted.

That the N.O.C. from E.E. [T&C] for parking layout in the basement / podium shall not be submitted. That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted

That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.

That the owner / developer shall not display a board at site before starting the work giving the details such as name and address of the owner / developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floois etc.

That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37[2] of MR&T.P. Act, 1966 under No TBB-4307/396/CR-24/2007/UD-11dt.6/6/2007 shall not be

That the authorized Pvt .Pest Control Agency to give anti-malaria treatment shall not be appointed in consultation with P.C.O.

That the debris removal deposit of Rs. 45,000/- or Rs. 22/- per sqrpty of the built up area, whichever is less will not be paid before further C.C.

That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.2011 shall not be That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted.

The developer shall not submit the registered undertaking agreeing to comply with & follow all the rules, regulations, circulars, directives related to the safety of construction labors/workers, issued time to time by the department of building & other construction labours, Government of Maharashtra. paid before asking for C,C.

That the necessary arrangement of borewell shall not be made/provided and necessary certificate to that effect from the competent authority shall not be obtained before C.C.

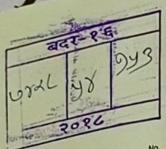
That the developer will not intimate the prospective buyer and existing tenants regarding concessions availed for deficiency in open space, deficient parking space, etc. as well as not objecting neighborhood development with deficient open spaces etc. and the clause shall not be incorporated in sale agreement so as to make aware prospective buyer/ members about deficient open sale agreement so. space/maneuverings spaces.

That the R.U.T. shall not be submitted by the developer stating that they will not take any objection in future for the development on adjoining plot with deficient open spaces and also condition will be incorporated about deficient open spaces of proposed bidg. In the sale agreement of flats.

That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall not be submitted.

That the R.U.T. shall not be submitted by the developer stating that fungible compensatory FSI for rehabilitation component shall not be used for sale component





No. CHEMS/2672/K/E/337(NEW)

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That the dry and wet garbage shall not be separated and the wet garbage generated in the dry and wet garbage shall not be separated by the residents/ occupants of the same plot by the residents/ occupants/ That the dry and wet garbage small have been plot by the residents occupants of the back shall not be treated separately on the same plot by the residents of the back shall not be treated separately on the back of the back that the dry shall not be treated separately on the solution in Sale Agreement to that effect shall not be treated separately on the building jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be treated separately on the building jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be treated separately on the building jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be treated separately on the building jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be treated separately on the building jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be building jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be building jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be building jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to the building jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to the building jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to the sale of the building jurisdiction of M.C.G.M. The necessary condition is the sale of the building jurisdiction of M.C.G.M. The necessary condition is the sale of the building jurisdiction of M.C.G.M. The necessary condition is the sale of the building jurisdiction of the building

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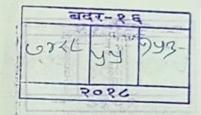
That the register of sub standard size of multipurpose rooms/other rooms to be disclosed.

That the dause for sub standard size of multipurpose rooms/other rooms to be disclosed. 50

That the clause for sub station of size 2.75mt. X 3.91mtr, toxing that the NOC from electric supply company for substation of size 2.75mt. X 3.91mtr, toxing

shall not be secured to the Hon'ble Supreme Court order i.e. as conditions and directions specified in the Hon'ble Supreme Court order i.e. as conditions and directions specified in the case of dumping ground shall be conditioned. conditions and directions specific the case of dumping ground shall be completed a 3708/2017 dated 15/03/2018 in the case of dumping ground shall be completed as a structure and/or starting any construction work.

Page 4 of 13 On 23 kg



#### No. CHEWS/2672/K/E/337(NEW)

That adequate safeguards shall be employed in consultation with SWM dept. of MCGM for preventing dispersal of particles through air.

The construction and demolition waste shall be handled and transported to the designated unloading site i.e. JNPT SEZ Phase-I, near JNPT Port, Road No. 348A, Beside Dastan Toll Plaza, Panvel-Uran Road, Dist. Raigad as per SWM NOC and comply with all conditions mentioned in the said NOC.

That the RUT shall not be submitted for road set back demarcation, handing over of road set back and Aminity handing over to MCGM.

That the compliance of conditions of Development Permission under even no. shall not be submitted.

That necessary clause RUT will not be submitted and clause to the effect will not be incorporated in the agreements with the prospective buyers that the terrace is inaccessible except for maintenance purpose.

That the said SWM NOC and Bank guarantee shall not be revalidated from time to time

That the developer shall not keep record of C&D waste generated, transported and unloaded at designated unloading site and shall submit record monthly on AutoDCR system.

Any breach of condition regarding debris disposal will not entail the cancellation of the building permission or IOD & the work will be liable to be stopped immediately .

This IOD is without Prejudice to Legal matters pending in Court of Law if any.

#### CONDITIONS TO BE COMPILED BEFORE FURTHER C.C.

That the notice in the form of appendix XVI of D.C.R. shall not be submitted on co That the carriage entrance will not be provided before starting the work.

That the Janata Insurance Policy in the name of site under reference shall n

That the N.O.C. from A.A. & C. [K-West] shall not be submitted.

That the plinth stability certificate from R.C.C. consultant shall not be subm

That the work-start notice shall not be submitted.

That C.C. shall not be granted beyond plinth level unless the concerned owner competent authority that he has moved the concerned authorities/utilities for pr this regard & advance connection [not commissioned] is taken as per the specification

That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.

That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.

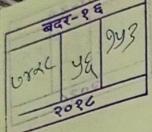
That the all dues clearance certificate from A.E.W.W. K/East shall not be submitted

That the possession receipt of setback handing over shall not be submitted.

That the monthly status report shall not be submitted regularly.

Way. That valid N.O.C. from Civil Aviation department will not be obtained for the proposed prophilof the building and shall not be submitted.

That the A.M.S.L. of the completed work upto plinth/stilt/podium level, as applicable, shall not be



No. CHEWS/2672/K/E/337(NEW)

verified from AAI/GVK/MIAL and not be submitted.

D: GENERAL CONDITIONS TO BE COMPILED BEFORE O.C NERAL CONDITIONS 1.

That all the conditions as per IOD under even no. shall not be compiled with That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.

That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.

That the dust bin will not be obtained and submitted here.

- That all the consultation will not be provided and submitted before applying log befor
- That the 10' wide paved pathway upto staircase will not be provided. That the 10' wide paved pathway up.

  That the 10' wide paved pathway up.

  That the surrounding open spaces, parking spaces and terrace will not be kept open and un be permission to occupy the body the That the 10' wide paves, parking spaces and ten ace will not be kept open and un but the surrounding open spaces, parking spaces are ten ace will not be kept open and un but the surrounding open spaces, parking spaces and ten ace will not be kept open and un but the surrounding open spaces, parking spaces and ten ace will not be kept open and un but the surrounding open spaces, parking spaces and ten ace will not be kept open and un but the surrounding open spaces, parking spaces and ten ace will not be kept open and un but the surrounding open spaces, parking spaces and ten ace will not be kept open and un but the surrounding open spaces, parking spaces are ten ace will not be kept open and un but the surrounding open spaces, parking spaces are ten ace will not be kept open and un but the surrounding open spaces, parking spaces are ten ace will not be kept open and un but the surrounding open spaces, parking spaces are ten ace will not be kept open and un but the surrounding open spaces. The surrounding open spaces are the surrounding open spaces are the surrounding open spaces are the surrounding open spaces. The surrounding open spaces are the surrounding open spaces are the surrounding open spaces are the surrounding open spaces. The surrounding open spaces are the surrounding open spaces are the surrounding open spaces are the surrounding open spaces. The surrounding open spaces are the surrounding open spaces
- and will not be leveled and developed befo. submitting the B.C.C. whichever is earlier.
- That the parking spaces will not be provided as per D.C.R. No.36. That the parking spaces will not be obtained and IOD and debris deposit etc. will not be claimed for refund that B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund that B.C.C. will not be obtained and more particularly overhead water.
- period of six years from the date of occupation. That B.C.L. with the period of six years from the dollar period of the period of the building constructed and more particularly overhead water tank will not be the period of the proper access for the staff of Insecticide Officer with a provision of temporal between the period of the proper access for the staff of Insecticide Officer with a provision of temporal between the period of the period o
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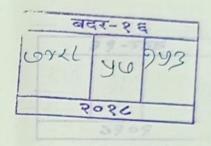
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- providing telecom services shall not be provided.
- providing telecon.

  That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.

  That the regulation sortificate from CFO for fire safety point of the safety point of the sortificate from CFO for fire safety point of the safety That the regulation No.45 and From CFO for fire safety point of view as per D.C.R.91 shall not be completion certificate from CFO for fire safety point of view as per D.C.R.91 shall not be
- submitted.

  That the Vermiculture bins for disposal of wet waste as per the design and specification of the Vermiculture bins for disposal of this field; as per the list furnished by Salition of 12
- That the Vermiculture bins for disposal of West Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Management Department of M.C.G.M. shall not be provided to the satisfaction of Management Department of M.C.G.M. shall not be provided to the satisfaction of Management Department of M.C.G.M. shall not be provided to the Management Department of M.C.G.M. shall not be provided to the Management Department o 134 That the Drainage Completion Certificate shall not be submitted.
- That the structural stability certificate shall not be submitted. 14 That the Site Supervisor's completion certificate shall not be submitted.
- That the smoke test certificate shall not be submitted. 16
- That the water proofing certificate shall not be submitted. 17
- That the N.O.C. from A.A. & C. [K-West] shall not be submitted. 18
- That the completion certificate for Rain Water Harvesting System from Consultant shall not be 19
- 20 submitted. spector's completion certificate shall not be submitted





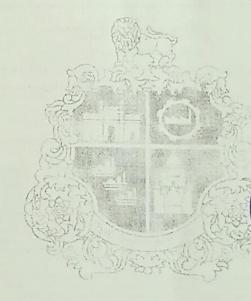
#### No. CHE/WS/2672/K/E/337(NEW)

That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission

That the list of documents required to be scanned and legible scanned image shall not be submitted.

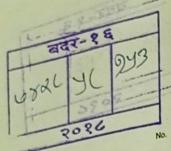
That the A.M.S.L. of completed work (top of building) shall not be verified from AAI/MIAL/GVK and shall not be submitted.

That the handing over of Amenity Space shall not be submitted before applying for OCC.









CHEWS/2672/K/E/337(NEW)

1) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the hard proper gutters and down pipes are not intended to be executed in accordance with the Municipal recognition. ( ) That proper gutters and down pipes and the public street.

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

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

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

street.

If the drainage work generally is not intention as to obviate the before mentioned objections and meet by requirements to your so modifying your intention as to obviate the before the subject to your so modifying your intention as to obviate the before any rule. That the drainage of the provision of the said building or work at anytime before the Subject to your so modifying your intention as to obviate the before the but not otherwise you will be at liberty to proceed with the said building or work at anytime before the but not otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or but not otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost otherwise you will be at liberty to proceed with the said Act, as amended as aforesaid or any rule, regulations or lost of the said Act, as a mended as aforesaid or any rule, regulations or lost of the said Act,

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Executive Engineer, Building Proposals, Zone,

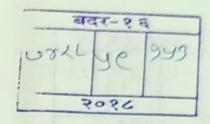
SPECIAL INSTRUCTIONS

- 1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY
- THIS INTIMATION GIVES NO MUNICIPAL Corporation Act, as amended, the Municipal Commissioner for Greatly Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greatly Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greatly Under Section 68 of the Sect Under Section 58 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Section 58 of the Bombay Municipal Corporation Act, as amended, the powers, duties and functions conferred has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred has empowered the City Engineer to exercise, perform and 346 of the said Act. has empowered the City Engineer to exercise, perform and discharge the power imposed upon and vested in the Commissioner by Section 346 of the said Act. 3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

3. Under Byelaw, No. 8 of the Commission of the plan same to be built so that every part of the plan Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plan. be-

- Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the Notices than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the today of the content of the adjoining street at the nearest point at which the foreign of the content of the swer than existing or thereafter to be-laid in such street to hotiges than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.) of such builds. O Notices than 2 feet (60 cms.) 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 a your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes are provided to give notice of erection of a new building or occupation of building which has been vacant, to the Court and the provision of a new building or occupation of building or occupation. Your attention is invited to the provision of Section 152 of the Act whereby the person heads to pay property laxes, your attention is invited to the provision of a new building or occupation of building which has been vacant, to the Company required to give notice of erection of a new building or occupation whichever first occurs. Thus completion or with this proving within fifteen days of the completion or of the occupation whichever first occurs. Thus completion or of the occupation whichever first occurs. Thus completion or of the occupation whichever first occurs. Thus completion or of the occupation whichever first occurs. The occupation which we have the occupation of the occupation of the valuation of the premises will be liable. within fifteen days of the completion or of the occupation which the fact that the valuation of the premises will be liable to punishable under Section 471 of the Act irrespective of the fact that the current year in which the completion of the premises will be liable to be punishable under Section 471 of the Act irrespective of the fact that the current year in which the completion of the premises will be liable to be premised to be pre punishable under Section 471 of the Act irrespective of the fact may are valued in which the completion on occupanting the fact in the current year in which the completion on occupanting in the current year in which the completion on occupanting in the current year in which the completion on occupanting in the current year in which the completion on occupanting in the current year in which the completion on occupanting in the current year in which the completion on occupanting in the current year in which the completion on occupanting in the current year in which the completion on occupanting in the current year in which the completion on occupanting in the current year. 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 contains to inspect your premises and to cross section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation of section 353-A about the necessary of submitting occupation contains a section 353-A about the necessary of submitting occupation occ Your attention if further drawn to the provision of Section 3357 Mumbai to inspect your premises and to grant a pen with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a pen with a view to enable the Municipal Commissioner compliance under Section 471 if necessary. 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 Bombay Municipal Corporation Act.
- more conv of the block plan should be submitted for the Collector, Mumbai Suburbs District.
  - Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburbant

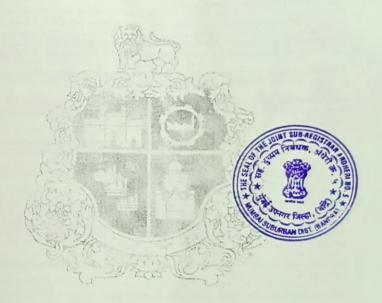
Page 8 of 13 On 22-Jun-2018



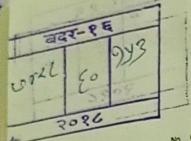
#### No. CHE/WS/2672/K/E/337(NEW)

before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector. under the Land Revenue Code and Rules there under

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



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CHEMS/2672/K/E/337(NEW)

No. EB/CE/

/BS

IN

#### NOTES

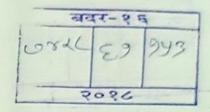
1) The work should not be started unless objections are complied with

- The work should not be said to be displayed on site at the time of commencement the said of the construction work.

  A certified set of latest approved plans shall be displayed on site at the time of commencement the said of the construction work.
- during the progress of the construction work. 3) Temporary permission on payment of deposit should be obtained any shed to house and store for temporary permission on payment of deposit should be allowed on site. The temporary Residence of workmen shall not be allowed on site. The temporary Temporary permission on payment of deposit should be allowed on site. The temporary structure construction purpose, Residence of workmen shall not be allowed on site. The temporary structure construction purpose, Residence of workmen shall not be allowed on site. The temporary structure construction purpose, Residence of workmen shall not be allowed on site. The temporary structure construction purpose, Residence of workmen shall not be allowed on site. The temporary structure construction purpose, Residence of workmen shall not be allowed on site. The temporary structure for the structure of t construction purpose, Residence of workmen status before submission of building completion constructional material shall be demolished before submission of building completion completion certificate storing constructional by Architect submitted along with the building completion certificate storing constructional material shall be defined along with the building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- and certificate any accommodation on full flushing system with necessary drainage arrangement to Temporary sanitary accommodation on full flushing system with necessary drainage arrangement to the product of the system of the provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and Water connection for constructional purpose will not be given and the constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrangle entranged and application made to the Ward Officer with the required deposit for the constructed and application made to the Ward Officer with the required deposit for the constructed and application made to the Ward Officer with the required deposit for the constructed and application made to the Ward Officer with the required deposit for the constructed and application made to the Ward Officer with the required deposit for the construction of carriage entranged and application made to the Ward Officer with the required deposit for the construction of carriage entranged and application made to the Ward Officer with the required deposit for the construction of carriage entranged and application made to the Ward Officer with the required deposit for the construction of carriage entranged and application made to the Ward Officer with the required deposit for the construction of carriage entranged and application made to the Ward Officer with the required deposit for the construction of carriage entranged and application made to the Ward Officer with the required deposit for the construction of carriage entranged and the ward Officer with the required deposit for the construction of carriage entranged and the ward Officer with the required deposit for the construction of carriage entranged and the ward Officer with the required deposit for the construction of carriage entranged and the ward Officer with the required deposit for the construction of carriage entranged and the ward Officer with the required deposit for the construction of carriage entranged and the ward Officer with the required deposit for the construction of carriage entranged and the construction of carriage entranged and the carriage entranged and the
- over the road side urantover the road side The owners shall intimate the Hydraulic Engineer of the owner shall intimate the Hydraulic Engineer of the owner shall intimate the Hydraulic Engineer of the owner of the owner of the owner of the owner o date of which the proposed construction works and they will not use any Municipal Water for construction be utilised for their construction works and they will not use any Municipal Water for construction be utilised for their construction works and they will not use any Municipal Water for construction be utilised for their construction works. be utilised for their construction works and they be utilised for their construction works and they be utilised for their construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction. works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before 20) The hoarding or screen wall for supporting uncertainty the hoarding any work even though no materials may be expected to be stabled in front of the property that starting any work even though no materials may be expected to be stabled in front of the property. The starting any work even though no materials may, be starting any work even though no materials may, be depris, etc. should not be deposited over footpaths or public stress starting any work even though no materials may, be starting any work even though no materials may, be starting any work even though no materials may, be starting any work even though no materials may, be starting any work even though no materials may, be starting any work even though no materials may, be starting any work even though no materials may, be starting any work even though no materials may, but the starting any work even though no materials may, but the starting any work even though no materials may, but the starting any work even though no materials may, but the starting and the st scaffoldings, bricks metal, sand preps deems, etc. subtaining prior permission from the Ward Officer of
- 8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer conce and acknowledgement obtained from him regarding correctness of the open spaces & dimension

sewer street connections, if necessary, should be made simultaneously with pe work as the Municipal Corporation will require time to consider alternative site. the road an footpath.

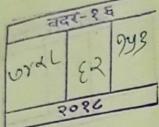
Page 10 of 13 On 22-Jun-2018



#### No. CHEWS/2672/K/E/337(NEW)

- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion
- 15) The access road to the full width shall be constructed in water bound macadam before eg and should be complete to the satisfaction of Municipal Commissioner including asphoton drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed
- The compound wall or fencing should be constructed clear of the road widening line with level of bottom of road side drain without obstructing flow of rain water from adjoining holding starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event f your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the
  - Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
  - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - iii. Plans showing the phased programme of constructions has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control. Rules regarding open spaces, light and ventilation of existing structure.

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No. CHEWS/2672/K/E/337(NEW)

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from the sides should be done first starting the work. other sides should be done first starting the work. 22) In case of additional floor no work should be start or during monsoon which will same arise water leakage.

  23) In case of additional floor no work should be start or during monsoon which will same arise water leakage.
- and consequent nuisance to the tenants staying on the floor below. 23) In case of and consequent nuisance to the work above the finished level of the terrace shall not be less than 1.20

  24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20

  25. The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20

  26. The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20

  26. The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20

  27. The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20

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  29. The bottom of the over head storage work above the finished level of the terrace shall not be less
- Mt.and not more than 1.80 m.

  25) The work should not be started above first floor level unless the No Objection Certificate from the Civil

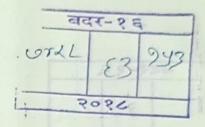
  25) The work should not be started above first floor level unless the No Objection Certificate from the Civil
- Aviation Authorities, where necessary is obtained. 26) It is to be understood that the foundations must be excavated down to hard soil.
- 26) It is to be analysed as not to 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to 27) The positions of drains inside the building. necessitate the laying of drains inside the building. 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 28) The water arrangement of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required for the Municipal Commissioner for Greater Mumbai, as required for the Greater Mumbai, as required for the Greater Mumbai, as required for th
- No new well, tank, pond, cistern or fountain shall be dug of consultation and previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Commissioner for Greater Mumbai, as required to the Section 381-A of the Municipal Commissioner for Greater Mumbai, as required to the Section 381-A of the Municipal Commissioner for Greater Mumbai, as required to the Section 381-A of the Municipal Commissioner for Greater Mumbai, as required to the Section 381-A of the Municipal Commissioner for Greater Mumbai, as required to the Section 381-A of the Municipal Commissioner for Greater Mumbai, as required to the Section 381-A of the Municipal Commissioner for Greater Mumbai, as required to the Section 381-A of the Municipal Commissioner for Greater Mumbai, as required to the Section 381-A of the Municipal Commissioner for Greater for Greater for Greater for Greater for Greate Corporation Act.

  30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrough a graph of the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns shall be covered with a polyment provided with a hold of the manholes of all eisterns shall be covered with a hold of the manholes of all eisterns shall be covered with a polyment provided with a hold of the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns the manholes of all eisterns shall be covered with a properly fitting the manholes of all eisterns the manholes of all e
- All gully traps and open channel drains shall be provided with a properly fitting and one way in one piece, with locking arrangement provided with a boltand statement of the provided with a boltand statement pr All gully traps and open manholes of all eisterns shall be covered with a property inting including from plates or hinges. The manholes of all eisterns shall be covered with a bolt and Republic from the property inting a state of the property of the prop pieces (like a garden mari rose) with copper pipes with a coessible be providing a firmly fixed iron ladde. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladde. The cistern shall be made easily, safely and extended 40 cms above the top where they are The cistern shall be made easily, safely and permanently and extended 40 cms above the top where they are to be the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to he to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Bye0law No. 5 (b) b Lintels or Arches should be provided over Door and Windows opening e The drains should be laid as require under Section 234-1(a) d The inspection chamber should be plastered inside and outside.

Inditional is intended to be carried out on old foundations and structures, you will do so  $_{60}$ 



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No. CHEWS/2672/K/E/337(NEW)

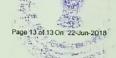
**Executive Engineer, Building Proposals** Zones ..... wards.

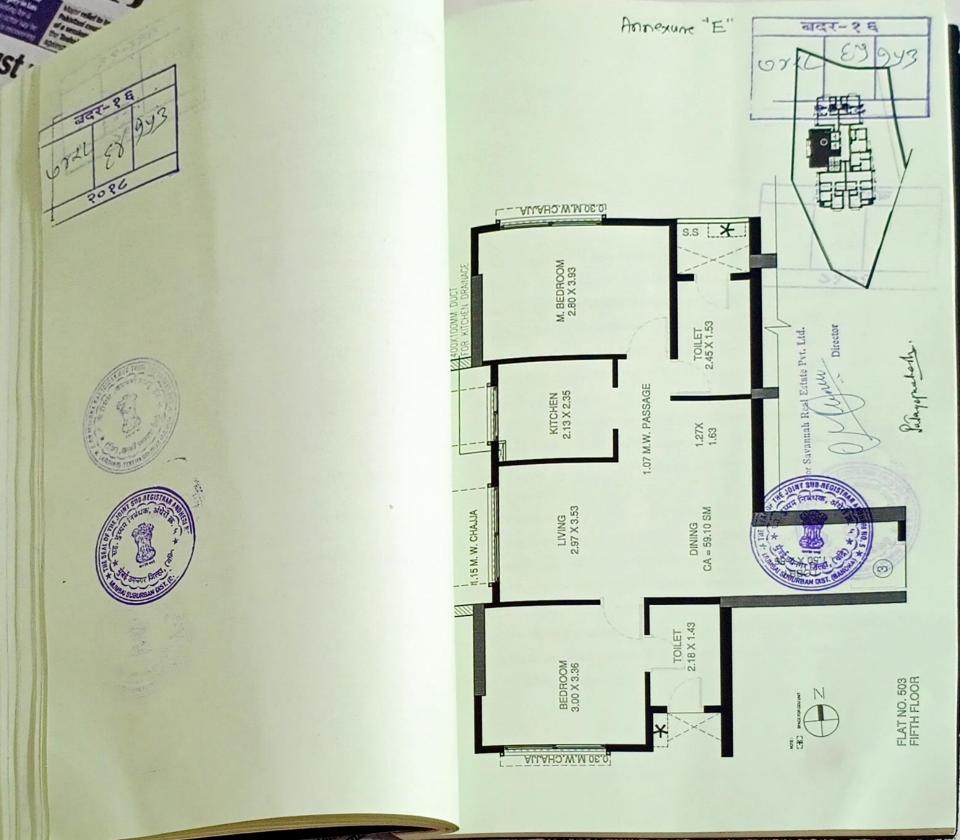
### CHE/WS/2672/K/E/337(NEW)

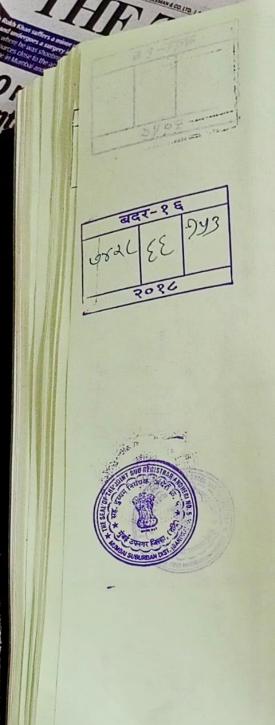
COPY TO :- 1. ATUL VINAYAK SITUT 603 MAHALAXMI TOWAR OPP IDBI BANK CEASER ROAD AMBOLI ANDHERI (W)

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



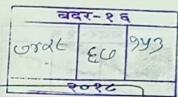






Annexune "G"

Skabbir S. Kapadia



3, Aman Apts., Gr. Floor, Plot No. 34A, 5th Road, Near Jain Temple, Khar (W), Mumbai-400052. Tel.:2848 4018 / 0<u>305, 6301-4171 Fax: 2000-8038</u> Email : shabbir(apadla@yshoo.com, kapadla shabbir@gmail.com

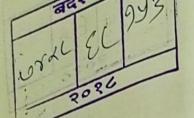
## TO WHOM SO EVER IT MAY CONCERN.

Under instructions of my clients MESSRS. SAVANNAH REAL ESTATE PRIVATE LITIMED I have investigated the title of 1.A. MRS. ZETUN MUSTEN GABAJIWALA 1.B. MR. HUSEINI MUSTEN GABAJIWALA 1.C. MR AAMIR MUSTEN GABAJIWALA 1.D. MR. MOIZ MUSTEN GABAJIWALA 2.A. MRS. REHANA EMRAN GABAJIWALA 2.B. MR. KURESH EMRAN GABJIWALA 2.C. MS. NAFISA daughter of EMRAN GABAJIWALA and wife of YUSUF BHAVNAGARWALA 3A. MRS. ZARINA MANSUR GABAJIWALA and 3B MR. SAIFUDDIN MANSUR GABAJIWALA to the property more particularly described in the Schedule hereunder written.

I have caused Searches to be taken and no claims have been found registered. I have also caused Public Notices to be published in the Issues of the Times of India and Mumbai an

The said Owners have a marketable title to the said property.

The said Owners have by a Development Agreement dated 4th day of August, 2017 and development rights in respect of the said property to my clients at or for the consideration and on the terms and conditions therein mentioned. The said Development Agreement has been registered with the Sub-Registrar of Assurances at Andheri-2 under No. BDR4-6897-2017 on 4th August, 2017 and have also executed and registered a Power of Attorney on 4/8/2017 in favour of the directors of my clients and the same is also registered with the Sub-Registrar of Assurances at Andheri-2 under No. BDR4-6899-2017 on 4th August, 2017.



In the circumstances aforesaid my clients have acquired the development rights in respect

property from the Owners.

THE SCHEDULE ABOVE REFERRED TO.

ALL THOSE pieces or parcels of land bearing C.T.S. NOS. 583 and 584 grant 171.5 square meters respectively aggregating to 1. ALL THOSE pieces and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1548 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1554 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1554 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1554 of 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating to 1 admeasuring 1377.1 and 171.5 square meters respectively aggregating 1377.1 and 171.5 square meters admeasuring 1377.1 and the Industrial Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and Estate standing thereon and known as 'GABAJIWALA' together with the Industrial Estate standing thereon and Estate standing the Industrial Estate standing together with the Industrial together with the Industrial Supplier with the Industrial Supplier with the Industrial Supplier and Sub District of Mumbai City and Industrial Supplier Su

ESTATE" occupied by Team District and Sub District of Mumbai City and Mumbai City and Mumbai Dated this 14th day of August, 2017.



मुद्रांक जिल्हियकारी,अंधे	री तालुका,यांचे कार्यालय वदर-१६
एम.एम. आर.डो.ए.इ वांद्रे कुर्ला सकुल वांद्रे(	पारत पहिला मजला , १८८ ६९ १५३
जा.क.अभि.आदेश/2692/12	दनांक 2 9 JUL 2017
	209/

मंदर्भ :- १) या कर्यालयाचे अभिनिर्णय प्रकरण क्र. ७५ ४/२०१६ मधील आदेश दि.२२/८/२०१ २) मा.अप्पर मद्रांक नियत्रकं मुबंई यांचे आदेश दि.२/६/२०१७

## आदेश

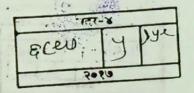
प्रस्तुत प्रकरण मा. अप्पर मुद्राक नियंत्रक मुबंई याचे महाराष्ट्र मुद्रांक अधियनियम १९५८ कलम ३२-व नुसार अपील आदेश दि.२/६/२०१७ अन्वये सुरू करण्यात आले आहे. सबंधीतास सुनावणी दि.१३/६/२०१७ व १४/६/२०१७ रोजी देण्यात आली

प्रस्तुत प्रकरण सवाना रियल ईस्टेट प्र.लि. यांनी अभिनिर्णयाकरिता महाराष्ट्र मुद्राक अधिनियम कलम-३१ अन्वये दि.२९/६/२०१६ रोजी सादर केले होते तदनंतर या कार्यालयाने सदर प्रकरणाची छाननी करून अतिम आदेश दि.२२/८/२०१६ रोजी परित करून रू.१,२३,८०,९७८/- ऐवढे मुद्राक शुल्क भरणेबाबत आदेशित केले होते. सदर आदेश अर्जादारास अमान्य असल्याने अर्जदार यांनी मा. अप्पर मुद्राक नियंत्रक मुबंई याचेकडे अप्पील सादर केले होते. अप्पीलमध्ये मा. अप्पर मुद्राक नियंत्रक यांनी त्याचे दि.२/६/२०१७ चे आदेशान्वये प्रकरणा मध्ये नौंदणी महानिरिक्षक व मुद्रांक नियत्रंक म.रा.पुणे याचे परिपत्रक क्र.का.१५/भाडेकक सम्बेल्ल्या जुन्या इमारतीचे मुल्यांकन/मुबंई/परिपत्रक/१३३८ दि.३१/१२/२०१५ व Maharashtra Rent कुर्वारी १६६० मधील तरतुदी विचार केला नसल्याचे नमुद करून वरील नमुद बाबी विचारात घेऊन स्वर्धातास स्नावणीको स्वी मध्ये फेर आदेश पारित करण्याबाबत आदेशीत केलेले आहे.

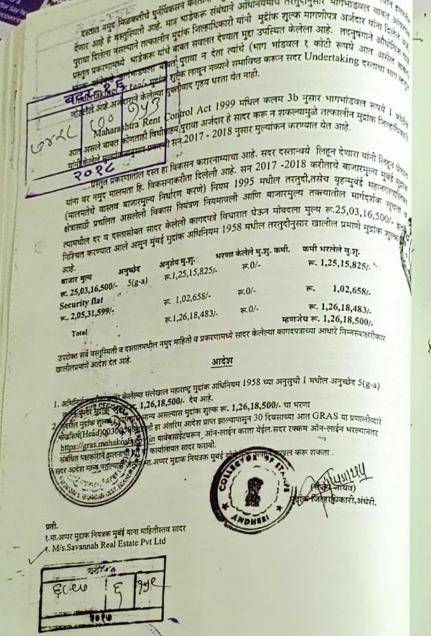
तदनंतर या कार्यालयाने मा अप्पर मुद्राक नियत्रक यांच्या आदेशान्वय संबंधीतास सुतावण देण्यात आपी अर्जदार र्तफे श्री. मुणीर भरवाणी हे हजर होते. संबंधीतानी तोडी युक्ती वादामक प्रस्तुत प्रकरणा मध्ये के टेन्नट हे औधोगीक वापराच्या गाळ्याचे भाडेकरू असून त्याचे उधोग हे Limited capital ची अट लागू होत नाही तसेच विकास करारनाम्यामध्ये भाडेकरूस कि विकासकास मिळणा-या क्षेत्रावर बाजारमुल्य निश्चित करावे व त्यावर मु.शु. आकारावे. भाडेकरूनां घावयाचा क्षेत्रावर बाजारमुल्य लायलेले आहे, ते चूकीचे आहे, असे नमुद केला आहे.

प्रस्तुत प्रकरणामध्ये संचिकांची पाहणी केली असता या कार्यालयाचे पूर्वीचे आदेश दि.२२/८/२०१६ व Valuation sheet ची तपासणी केली असता प्रस्तुत प्रकरणामध्ये औधोगिक वाप्पराच्या गाळ्याचे भाडेकरू यांच्या बाबतीत त्यांचे भागभाडवल १ कोटी च्या खाली असणे आवश्यक आहे, असे Maharashtra Rent Control Act 1999 मध्ये नमुद आहे. प्रस्तुत प्रकरणी अर्जदार यांनी संबंधित औधोगिक भाडेकरूचे भाग भाडवदाराबाबत कोणतही कागदपत्रे सादर न करता संबंधित भाडेकरांचे Indementy bond सादर केलेले आहेत, त्यामध्ये भाडेकरांनी असे नमुद केलेले आहे की त्यांचे भागभाडंवल रू एक कोटी पेक्षा कमी आहे.

वरील वस्तुस्थिती पाहता मा अप्पर मुद्रांक नियत्रक यांचे आदेशामधील नमुद बाबीचा विचार करता.



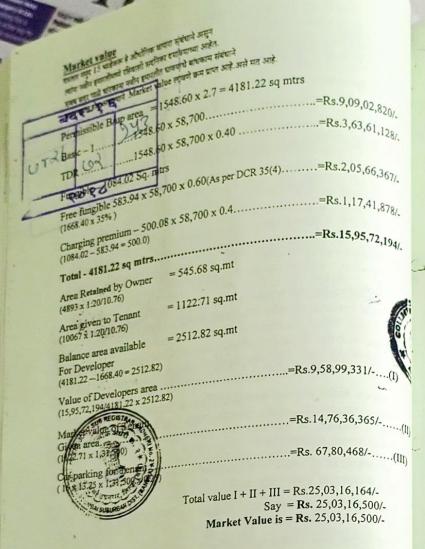




Under Section 31 of the Bombay stamp Act ,1958 This is in respect of instrument submitted for adjudication As per document details are as follows:-वदर-१६ The instrument in question is Development Agreement. Date of execution :- Un-excecuted 10826 09 :- Mrs.Zetun Musten Gabjiwala & other- 7 The Owner :- M/s.Savannah Real Estate Pvt Ltd The Developers 2005 :- Village- Marol, Tal- Andheri CTS No. 583 & 524 The Property Total Plot area - 1548.60 sq.mt :- 43/219 (2016 - 2017) :- Rs. 58,700/- per sq.mtr (R.R.2016 -2017) Land - Rate :- Rs 25000/- per sq.mtr ~ Const.Cost Residential Rate :- Rs.1,31,500/- per sq.mtr (R.R.2017 -2018) अभिनिर्णया करिता सादर केलेला दस्त हा Development Astronoment मालक व विकासक यांचे मधील आहे. दस्तात नमुद केलेल्या मिळकता कर्य नालक व त्यांचे टेनन्ट औधारिक वापाराचे गाळे असुन ताब्यातील क्षेत्राबावत Annex-B मध्ये नमुद केलेले आहे. सदर क्तिक वापाराचे ऐवजी इमारतीचे पुनिवकसन करून या ठिकाणी रहिवास वापराची इमारत बांधणे दस्तात नमुद केलेले आहे. नवीन इमारतीमध्ये मालक व १५ टेनन्ट यांना विनामुल्य बांधकाम करन दयावयाचे क्षेत्रासंबंधाने दस्तात (Annex-B) नमुद केलेले आहे. बांधकाम करणेस लागणा-या कालावधीसाठी मालक व भाडेकरू यांना रेन्ट,शिफ्टीग,ब्रोकरेज इ. विकासक देणार आहे.(Annex-B) त्याच प्रमाणे मालक यांना रोख मोबदला रू.३,४३,००,०००/-व पत्येकी १ कारपार्कींग देणे वावत दस्तात नमुद केलेले आहे. सबव प्रकरणी सदर बाबी मोबदल्यात परिगणित करण्यात आलेल्या आहेत. सबब प्रकरणी केलेली कागदपत्रे व पुरावे व दस्तात नमुद बाबीच्या अनुषंगाने प्रकरणी सन २०१६ -२०१७ चे बामुद नुसार मुल्यांकन पुढील प्रमाणे . Exiting carpet - 14960 sq.ft.....i.e......1668.40 Sq.mt (B/up) (Tenant + owner as per Annex-B) New carpet area - 14960 sq.ft.....i.e.....1668.40 sqmt (B/up) (Annex-B)

Submitted







## Consideration

1) Cost of Construction (545.68 x 25000 x 1.05)

बदर-१६ owner given area.....=R5.1,43,24,1004-....(A) 5056

2) Cash Consideration to

Owner....=Rs.3,53,00,000/-...(B)

3) Rent(Annex- B)....=Rs.2,01,93,150/-....(C) (6,73,105 x 30)

4) Shifting + Brokrage ......=Rs. 13,46,210/-...(D)

(9,05,840 + 4,40,370)

5) Car Parking......=Rs. 13,75,000/-....(E)

(16 x 13.75 x 25000 x 0.25) 6) Development charges

(545.60 x 58,700 x 2/100).....=Rs. 6,40,534/-....(F)

Total Consideration = A To

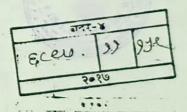
ty flat x1.20/10.76x 1,31,500= 2,05,31,599/-= 2,05,31,599/-

वरीलप्रमाणे दस्तातील मिळकतीचे मोबदला मुल्य रककम रू. 25,03,16,500/-रू.7,25,77,434/- पेक्षा जास्त असल्याने मोबदला मुल्य रक्कम रू. 25,03,16,500/- (अक्षरी पंचवीस कोटी तीन लाख सोळा हजार पाचशे रूपये मात्र ) वर मु.शु.आकारणे योग्य वाटले तथापी आदेश सादर.

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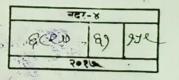


(Details of Tenants and Owners Existing Area, New Area, Rent,
Brokerage, Shifting charges)

बदर-१६

Sr. No	Unit No.	Floor	Tenant Name	Existing Carpet area	New Area To	Monthly Rent payable to Tenant	Brokerage and Shifting Charge
					tenant		
1	1	Ground	M/s Golden Enterprises (Mr. Popatial D. Panchal)	816	685	Rs.30,825/-	Rs.61,650/-
	2	Ground	M/s Tayebally Ibrahim and Sons	1150	966	Rs.43,470/-	Rs.86,940/-
2	3	Ground	Teknico Enterprises	863	725	Rs.32,620/-	Rs.65,240/-
3	4	Ground	Haren Engineering Products	705	592	Rs.26,640/-	Rs.53,280/-
4	5	Ground	M/s Veldon Engineering Works	615	517	Rs.23,265/-	Rs.46,530/-
6	6	Ground	Mariya Gabajiwala, Tasneem Gabajiwala, Duralya Gabajiwala	616	517	Rs23,265/-	Rs.46,530/-
7	7	First	M/s Hindustan Tools industries	1200	SUDDA	8s.46,890/-	Rs.93,780/-
8	8	First	M/s Art Techincal Tools	// Car	Trub?	7,785/-	RS.15,570/-
9	9	First	M/S Supercrafts (Geeson George Vengasseril)	5735	617	765/-	RS.55,530/-
10	10	First	M/S Vikas Industries (Mrs. Indira Sudarsanan)	706	593	85/	Rs.53,370/-
11	11	First	M/S Gopal Engineering Industries	\$250 V	10580	610/-	Rs.95,220/-
12	12	Second	Mina R. Shah	350	Wan Alls	22,365/-	Rs.44,730/-
13	12A	Second	Minal R. Shah	511	V/HAVIOS.	RS:19,305/-	Rs.38,610/-
13.0	14	Second	M/S PHP Exports	640	537	Rs.24,165/-	Rs.48,330/-
15	15	Second	Mr. Haren N. Joshi & Mrs. Bela Haren Joshi	1330	1117	Rs.50,265/-	Rs.1,00,530/
77						110	
			TOTAL TENANTS	11985	10067		
		N. I	Owners Occupied Gala				
Sr. No	Unit No.	Floor	Owner Name	Existing Carpet area	New Area To Owner	Monthly Rent payable to Owner	Brokerage and Shifting Charge
1	8A Bldg	Ground 1 <sup>st</sup> & 2 <sup>nd</sup>	Gabajiwala Industries	2975	4893	Rs.2,20,185/-	Rs.4,40,370/
			TOTAL OWNERS	2975	4893	LA CASH	
T D						1 1	
			GRAND TOTAL	14960	14960	1 1 1 1 1 1 1	1









herein. It is also to state here that the area allocated to Owners as stated herein. It is also to state here that the area allocated to Owners and tenants shall never exceed 14960 Sq.ft. carpet area including fungible FSI in the new 2 C redeveloped building. The tenants have provided an undertaking as per the provisions of Maharashtra Rent Control Act, 1999 annexed herewith as Annexure "B-1" Collectively.

on receipt of the consent of all the tenants the Developers shall at their entire costs and expenses obtain the necessary permission/s for conversion of land from Industrial to Residential. The Owners and tenants shall provide full co-operation to the Developers in terms of signing affidavits/undertakings etc., and submitting old labor records and any other requirements which may come up during the course of the developers obtaining Labor Commissioner N.O.C. on behalf of the tenants and Owners. The Developers shall obtain Labour Commissioner N.O.C. within a period of 06 months from the date of submission of proposal to the office of the Labour Commissioner. The period of 06 months shall be subject to the tenants and Owners compliance of all requirements/documents/undertakings/settlement of their respective Labour dues and any other requirements as raised by the office of the Labour Commissioner. The Developers shall and obtain the required N.O.C. in a time bound manner.

N.O.C., submit the redesempment proposal to M.C.G.M. and shall obtain the I.O.D. trom the Ptarings authorities within a period of 09 months from detect submission of the Ptarings and Submission of Plans and Specification to the M.C.G.M. The timelines shall be subject to Thorough the Ptarings and Specification to the M.C.G.M. The Prior to Submission of Plans and Specification to the M.C.G.M. and shall obtain the Ptarings and Specification to the M.C.G.M. and shall obtain the Ptarings and Specification to the M.C.G.M. and shall obtain the Ptarings and Specification to the M.C.G.M. and shall obtain the Ptarings and Specification to the M.C.G.M. and shall obtain the Ptarings and Specification to the M.C.G.M. and shall obtain the Ptarings and Specification to the M.C.G.M. and Shall obtain the Ptarings and Specification to the Ptarings and Specification to the M.C.G.M. and Shall obtain the Ptarings and Specification to the M.C.G.M. and Shall obtain the Ptarings and Specification to the M.C.G.M. and Shall obtain the Ptarings and Specification to the M.C.G.M. and Shall obtain the Ptarings and Specification to the M.C.G.M. and Shall obtain the Ptarings and Specification to the M.C.G.M. and Shall obtain the Ptarings and Specification to the M.C.G.M. and Shall obtain the Ptarings and Specification to the M.C.G.M. and Shall obtain the Ptarings and Specification to the M.C.G.M. and Shall obtain the M.C.

11. Prior to submission of Plans and specification to the M.C.G.M. and other local authorities, the Developer shall earmark the flats allotted to the Tenants and Owners in the new building. The said flats and car parkings to be allotted to

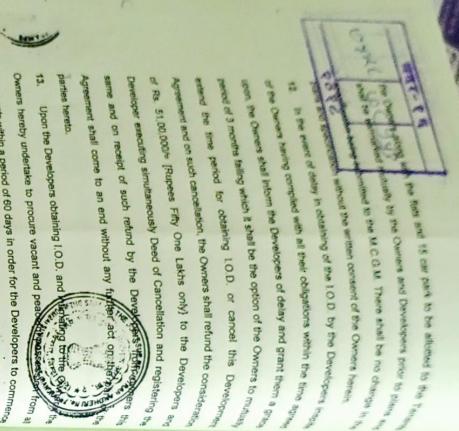
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SIGN 1A - 1B - 1C - 1D - 2A - 2B - 2C- 3A - 3B DIRECTOR



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बदर-१६



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करण जाने नाम केंग्रन मुक्तन महाती।

गुप्तिकी बीचता 18

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साना र साथ सरीय

Fine stay July 12,2018

of any tenancy rights of existing tenants to the developers or their nominees and/or transfer fees shall be charged / levied by the owners in case of transfer construction of the new premises. All costs and expenses in obtaining vacanpossession from the tenants shall be borne by the Owners which may occur the tenants within a period of 60 days in order for the Developers to commence to any litigation or any unforeseen circumstances. such consideration as they mutually deem fit. It is clarified that no premiur The Developers shall provide to the Tenants and Ow ure "B" attached hereto or in alternate may acquire their ternancy rich tal flats consisting of the area, free of costs as per details provide  $\mathcal{E}(\mathcal{U})$ 

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 हे प्कार प्रकार By Cash काम के 100%
 हे प्रकार प्रकार By Cash काम के 360% Zebun. M. Gabajiwalla. REGISTERED ORIGINAL DOCUMENT DELIVERED ON .. सतः दुध्यम निवंशक, अधिनी क. १

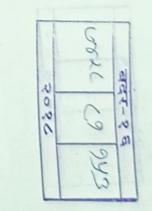
मोबाता ह 0/-

मरहे ले मुद्राक शुल्मा र 500%

SIGN 1A - 1B - 1C - 1D - 2A - 2B - 2C- 3A - 3B

The Owners shall be entitled to receive the same area without any change. In





## POWER OF ATTORNEY

MUSTEN GABAJIWALA aged 61 years, holding Income Tax P.A.N. No. AABF G9807C (2) MR. HUSEINI MUSTEN GABAJIWALA aged 59 years, holding Income Tax P.A.N. No. AABP G9798A and (3) MR. AAMIR MUSTEN GABAJIWALA aged 59 years, holding Income Tax P.A.N. No. AABP G9798A and (3) MR. AAMIR MUSTEN GABAJIWALA aged 54 years, holding Income Tax P.A.N. No. AABP G9797B and inhabitants residing at Gabajiwala Building, Plot No. 7, Sajaka Church Road, Marol, Andheri (East), Mumbai – 400 059, Seno Green (2)

admensuring about 1377.10 Sq.mtrs. and CTS No. 584 admeasuring admensuring admensuring to 1548.6 square meters of Village Marol Taluka-Ville Farle. Dist. M.S.D. situated on Makwana Road, Marol, Andheri (East), Mumbai 400 059; and more particularly described in the Schedule hereunder written and hereinafter referred to as "the said property".

WHEREAS we are the Co-owners in the property bearing C.

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Page 1/2

Print Date 12-07-2018

purpose of registration of documents like Tenancy Surrender Agreement / Agreement of Tenancy Surrender Agreement / Agreement of Tenancy Transst, Agreement alternate accommodation Agreement / Deed of Reactiffs altion and other documents related to the said property we rinay required to present before of the Sub-Registrar of Assurances at Andhe i / Eandra / Knas, attend the office of the Sub-Registrar of Assurances at Andhe i / Eandra / Knas, attend the office of the Sub-Registraring authority located in Mumbris Area under a steel of the said authority in the documents and to comply was indian Registration Act to admit execution of the documents and to comply was and complete all other formalities of Registration of such documents and become their said authorities, we are desirous of appointing one fit and present before other said authorities.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSTH that We the Now KNOW YE ALL AND THESE PRESENTS WITNESSTH that We the Now KNOW YE ALL AND THESE PRESENTS WITNESSTH. (2) MR abovenamed (1) SHRIMATI ZETUN MUSTEN GABAJIWALA and (3) MR. AAMIR MUSTEN HUSTEN GABAJIWALA and the reby constitute nominate appoint and authorize MR. MOZ GABAJIWALA aged 56 years, holding income Tay P.A.N. No. The P.A.N. No. The

Khar / Jogeshwari or any other registering authority located in Mumbai Area under Indian Registration Act and to lodge with them the documents mentioned hereinabove related to the said property and which would have been signed and hereinabove related to comply with all formalities of due Registration of the said

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documents, for which to sign all receipts, challans, acknowledgements of dupil ales, register and records and to made and declare any furner affidavit declaration or undertaking as may be required by the Registering Allonia

To apply for certified copies, receive the certified copy and also to receive back the registered documents in respect thereof and for the same sign all forms, application etc.

3. We do hereby for ourselves and our respective hereby for additional and whatsoever the said former shall lawfully do or cause to be done by virtue of these presents.

IN VITNESS WHEREOF We have set and subscribed our respective hands at Mumbai this 12 day of TIMY 2018.

THE SCHEDILLE AREAS CONTROLLED TO CONT

THE SCHEDULE ABOVE REFERRED TO:

ALL. THOSE pieces or parcels of land bearing C.T.S. NOS. 583

adme souring 1377.10 Sq.mtrs. and CTS No. 584 admeasuring 171.50
Sq.mtrs. aggregating to 1548.6 square meters of Village Marol, Taking Ville Parle, Dist. Mumbai suburban iying being and situate at Makuran Road, Marol, Andheri (East), Mumbai- 400 059 and is bounded.

To the East: CTS No. 576 and 18.3 M wide DP Road

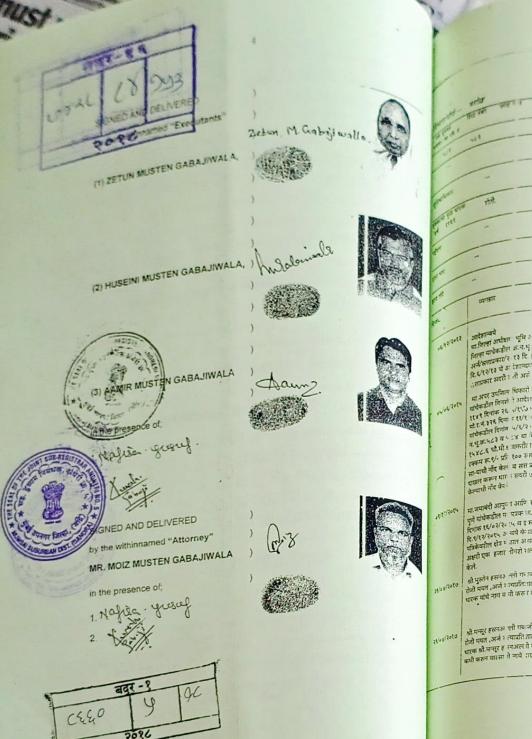
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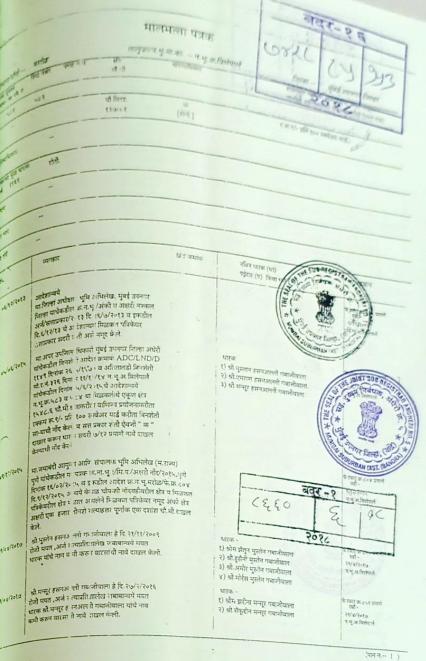
To the West: CTS No. 585

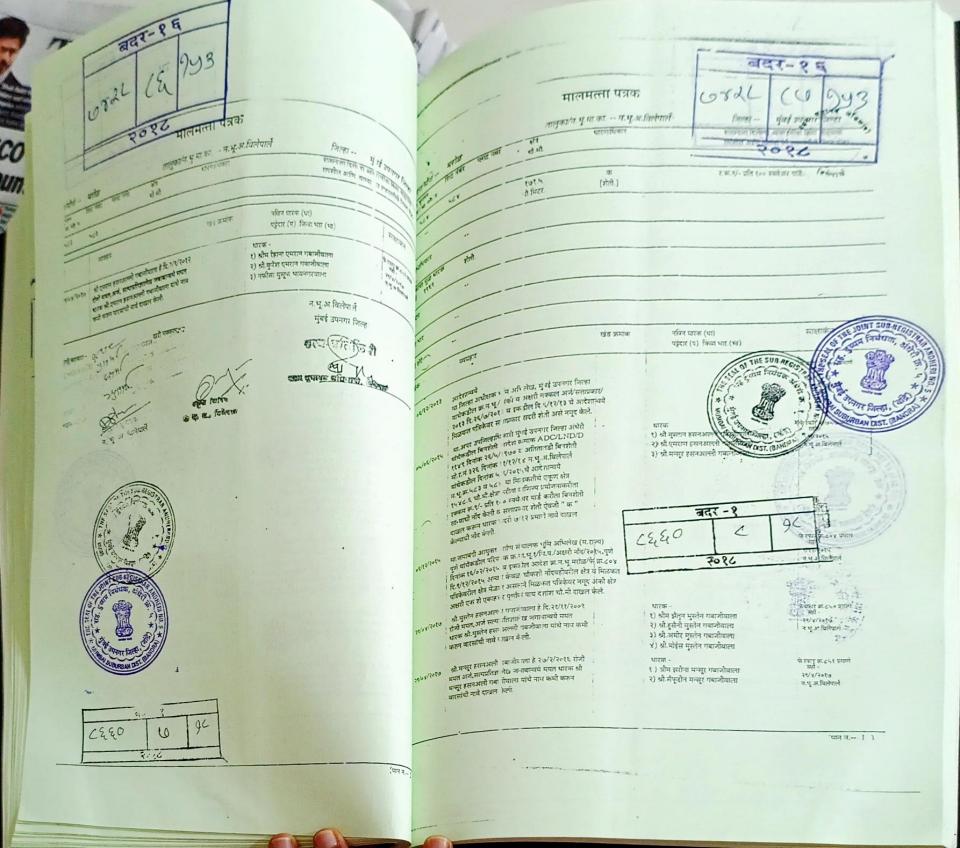
To the North: CTS No. 572

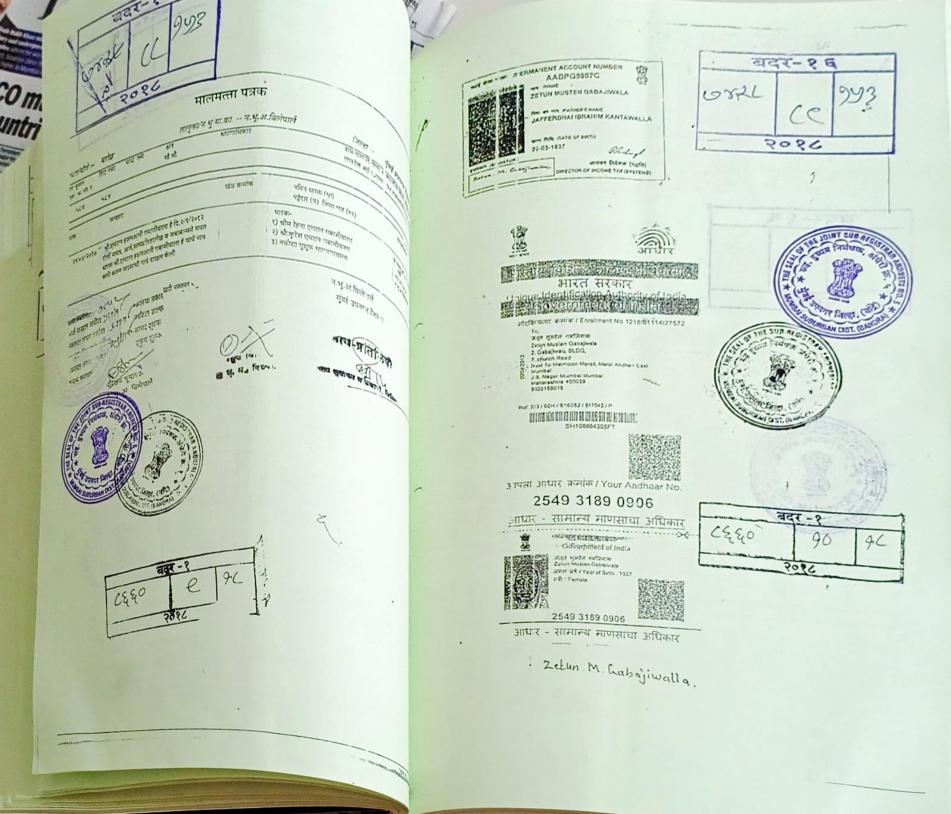
To the South: CTS No 607 and CTS 640.

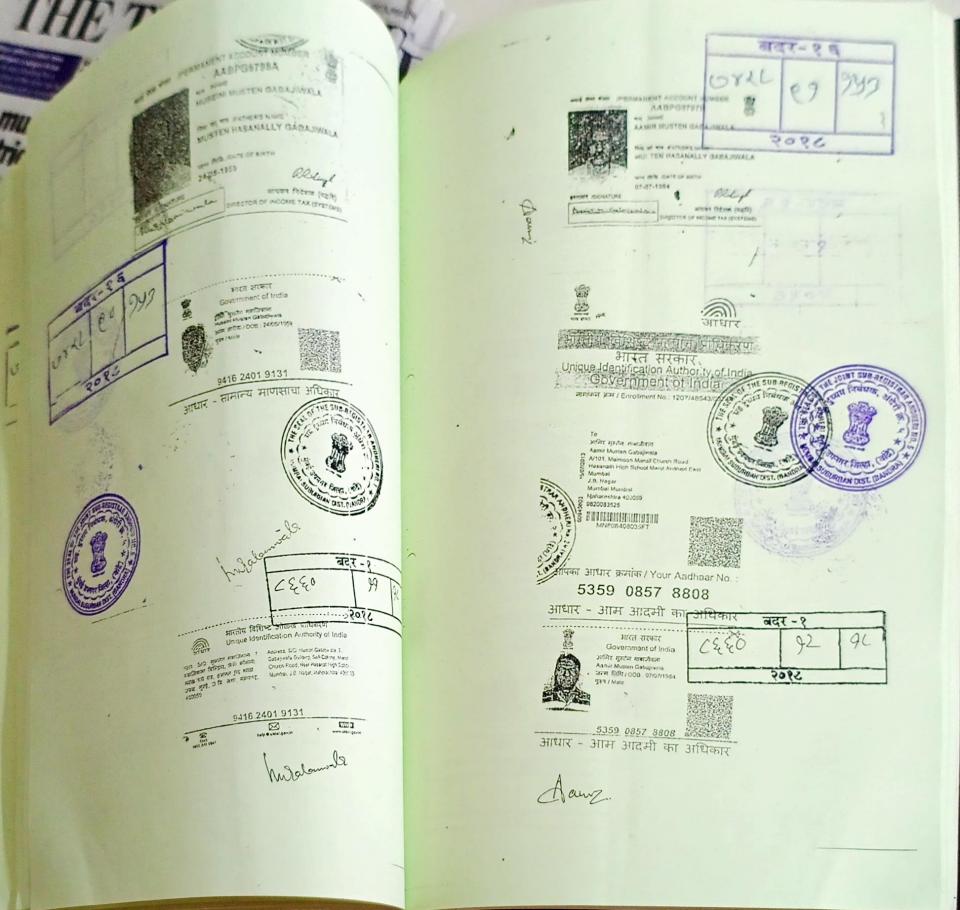
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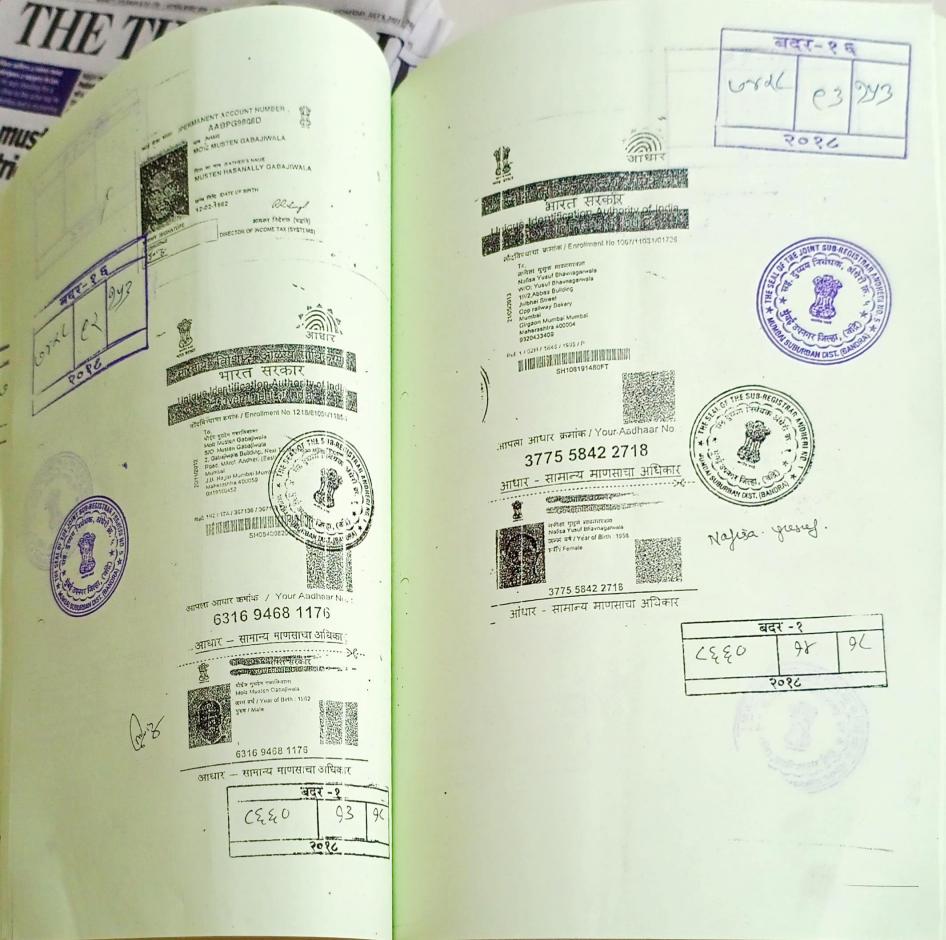


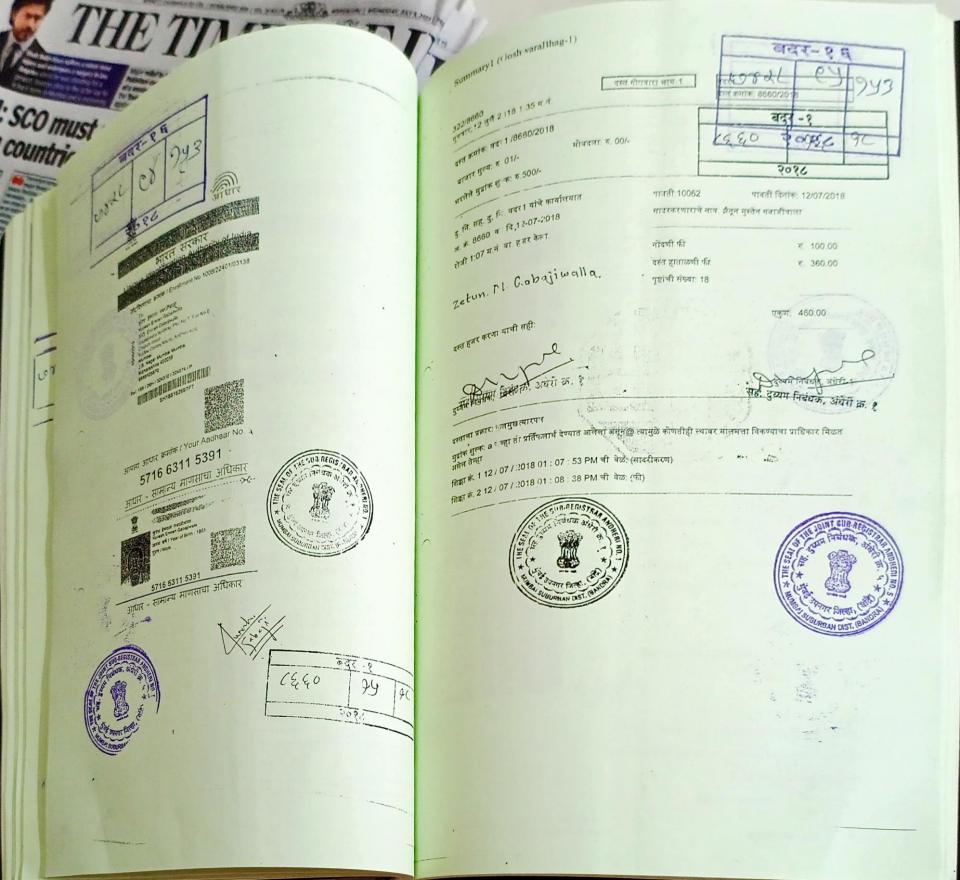


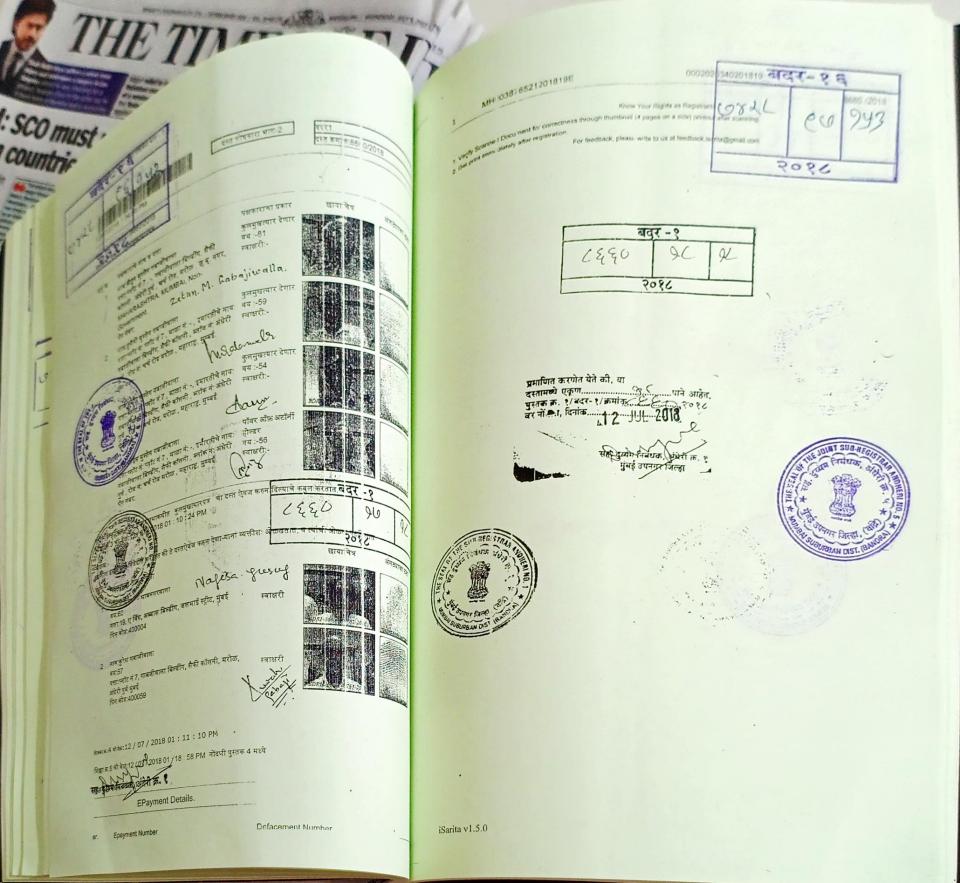


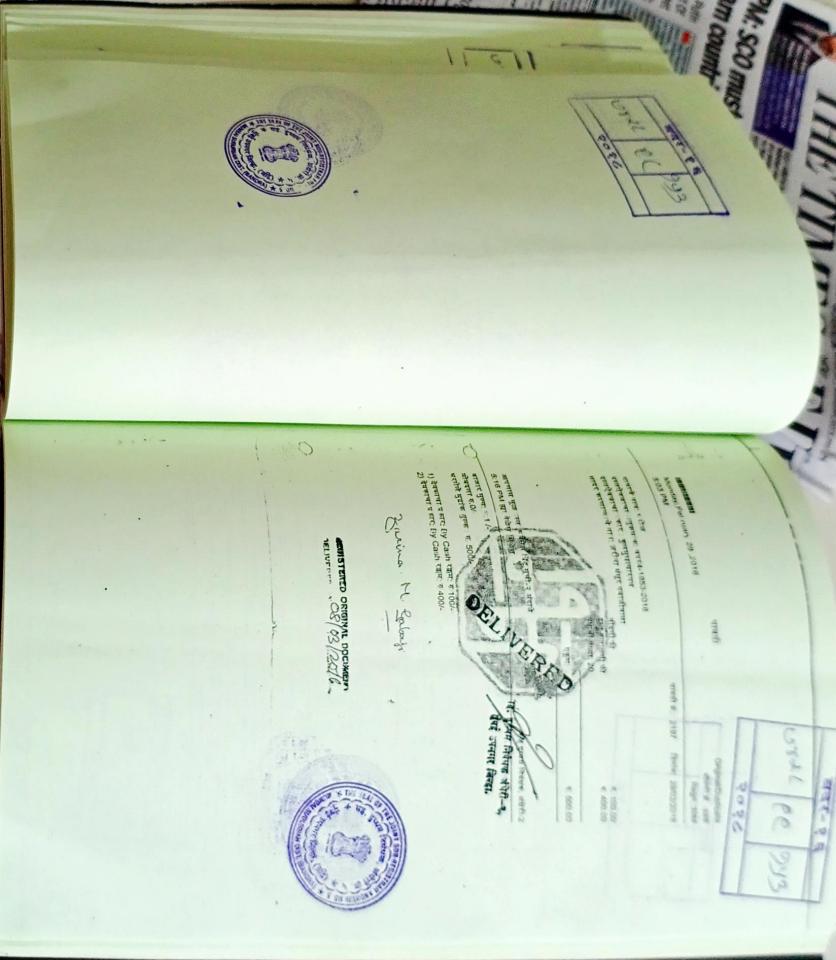


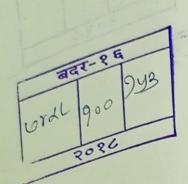




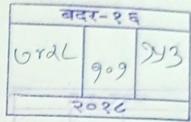








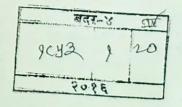




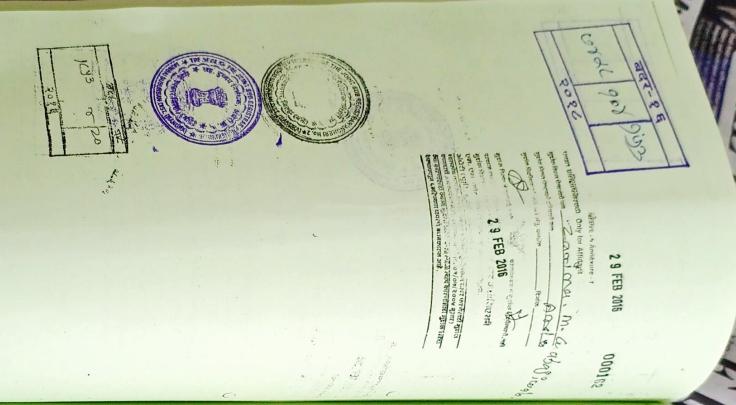
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m) Lawful Attorney. formalities of Registration of any such documents and admit execution of any documents and to comply with and complete all other Restring authority located in Mumbai Area under Indian Registration Act to authority of Assurances at Andheri / Bandra / Khar / Jogeshwarl or any other Registrar authorities but due to my personal inability to attend the office of the Subsaid properties I may required to present before sub registrar and other various various authorities, I am desirous of appointing some WILLIAM WES

HASANALLY GABAJIWALA, do hereby constitute Trans abovenemed MRS. ZARINA MANSUR GABAJIWA A MINOS done executed performed and perfected the following acts abeds in specially and specifically to do execute perform and perfect or cause 059 to be my true and lawful Accomey in my name and for and on my behalf, Floor, Flat No.4, Saifi Colony, Church Road, Marol, Andheri (East), Mumbai 400 of Mumbai Indian Inhabitents, residing at Gabajiwala Building, Plot No.7, First authorize my son MR. SAIFUDDIN MANSUR GABAJIWALA, age 50 years NOW KNOW YE ALL AND THESE PRESENTS WITNESSTH. MSUR 28

Authority and to initial and confirm such amendment in the o comply with all formalities of due Registration of the said do the said properties and which would have been signed and execuunder Indian Registration Act and to lodge with him all or any documents related Khar / Jogeshwari or any other registering authority occated in Mumbai Area the said document. properties on the said documents and for the purpose to to carry out any amendment by way of further and o sign all receipts, challans, acknowledgements, duplicates, further affidavit, declaration or undertaking as may be requi To attend the office of the Sub-Registrar of i

To appoint from time to time Architects, R.C.C. Consultants, Contractors 8. and other personnel and workmen for carry ing out the properties as also construction of building rified copies, receive the certified copy and also to receive consideration monies salaries and/or wages. iffed copies, received and for the same sign all forms, ments in respect thereof and for the same sign all forms. To pay various deposits to the Municipal Corporation of Greater Mumbai 9. Greater Mumbai other concerned Authoritics as may be necessary for the purpose of carrying and other concerned work on the said properties and concerned according to the purpose of carrying and concerned to the said properties and lication etc.

Municipal Corporation of Greater Mumb, Slum

To submit plans to the Municipal concerned authorities for Chlaiand other out the development work on the said properties and construction of the structures out the claim refund of such deposits so paid by To submit plans to the Municipal Corporation of Greater Mumbril, Slum and other concerned authorities for Chlaining Submit proposals from time to time for Rehabilitation Authority (SRA) and to the Municipal Corporation of Greater Mumbril, Slum in the Submit proposals from time to time for submit proposals from time to time for submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit proposals from time to time for submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril, Slum in the Submit plans to the Municipal Corporation of Greater Mumbril In the Submit plans to the Municipal Corporation of Greater Mumbril In the Greater Mumbril In th out the development of the structures thereon and to claim refund of such deposits so paid by my Attorney and to give To submit to submit proposals from time to time for the submit to the Municipal Corporation of General Submit approval to the Municipal Corporation of General Submit Submit to the Municipal Corporation of General Submit Submit Plans to the Municipal Corporation of General Submit Su thereon with the valid and effectual receipts in my name and on my behalf in connection with the Rehabilitation to same and to such the Municipal Corporation of Greater approval to approve of such authorities for the purpose of obtaining approve amendments of such authorities for the purpose of obtaining approve. approval to the approval to th refund of such deposits. To approach the Hydraulic Engineer, City Engineer and Audio The officers of the SRA, Municipal Corporation of Greater Mumbai for the purpose normal authorities under the Urban Land Ceiling to approach all the concerned authorities under the Urban Land Ceiling To approach all the concerned authorities under the Urban Land Ceiling such and the Urban Land Ceiling

To spproach all the concerned in an econnection with obtaining exemption

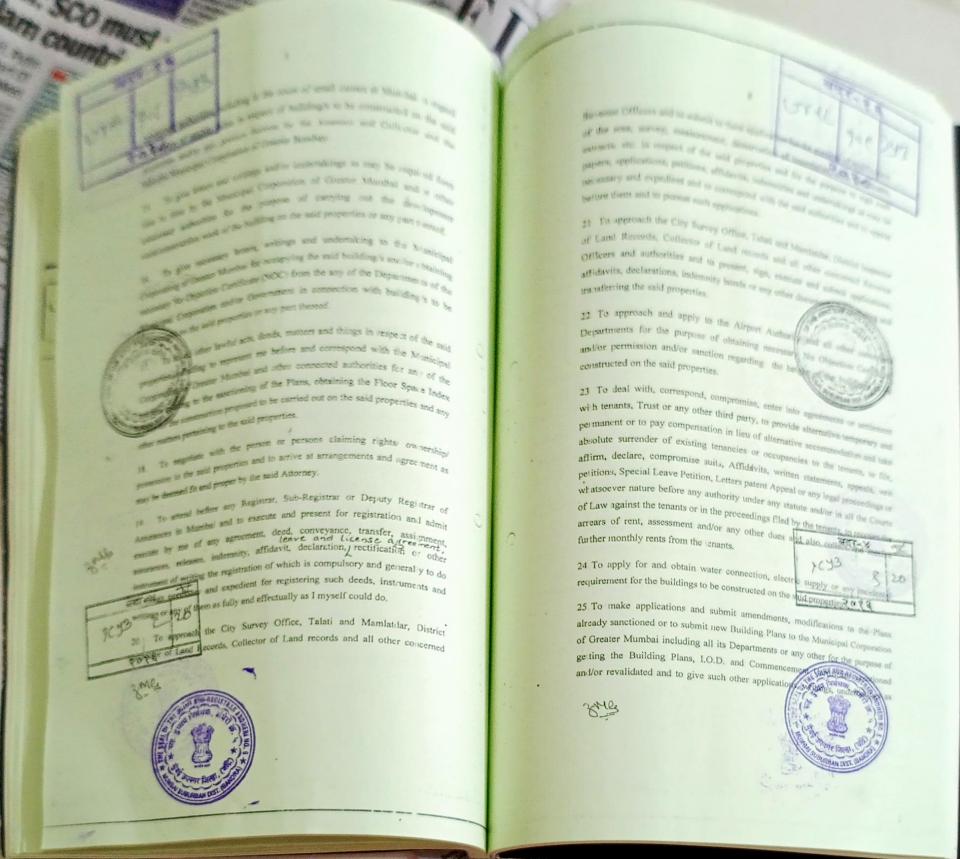
To spproach 1976 for all matters in connection with obtaining exemption

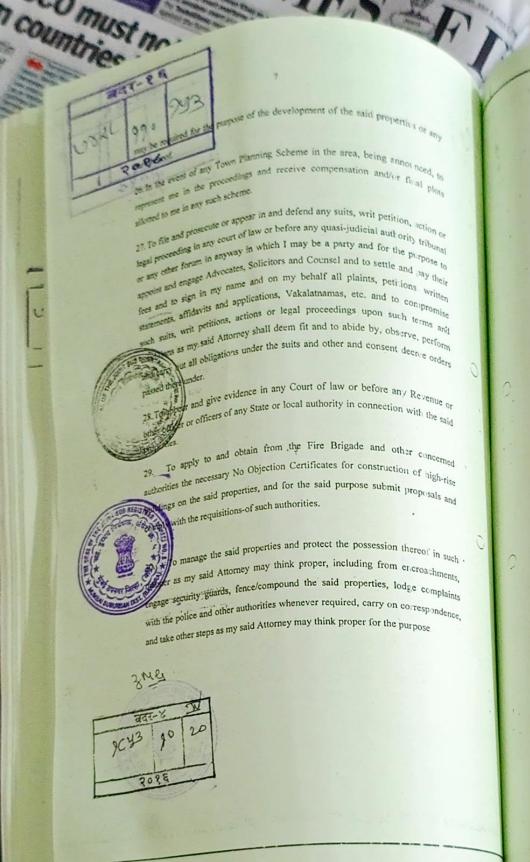
and Regulation Act, 1976 for any other Section/s of the said Act in response officers obtaining various permissions and other service connection including dealer To appear 1976 for all little and respect of the said Act in respect of the oblaining connection for carrying out and completing the development of the said part ulation 20, 21 and 22 bit and part thereof for the purpose of obtaining course properties or any part thereof for the purpose of obtaining course properties or any part thereof for the said properties. and construction of building/s thereon and also to obtain aire properties or and/or redevelopment of the said properties and or the development and/or papers, writings, undertaking or the development applications, papers, writings, undertaking service connections to the said building/s constructed. ar the development and applications, papers, writings, undertakings, etc. as to sign such applications or correspondence with the Authorities of the arty on correspondence with the Authorities. se to sign such appears to sign such appears and to carry on correspondence with the Authorities under the To execute in favour of the Mumbai Municipal Corporation and/or Mumbai ed and to earry on Appeals and/or Revision Petitions to the Suburban Supply Company Limited, Reliance Energy, and/or the Mumbai also to prefer Appearance and the selection of the select Suburban Electric Supply Company Limited, all or any deed, document or writing only authority and made under the provisions of the sail to put up and erect an Electric Sub-Station for the supply of electricity to the said authority authority and made under the provisions of the sail Act in and any other authority and properties. building/s. ection with the said properties. To make necessary applications to the Reliance Energy, Mumbai Suburban To demelish the existing structures (if any) standing on the said Properties Electric Supply Company Limited, Tata Power and other concerned authorities forgy cting new structure or structures thereon. obtaining electric power for the said properties and the buildings constructed To carry on correspondence with all the concerned authorities and bodies To carry on corresponded and bodies and bodies adding the Government of Maharashtra in all its Departments, Municipal adding the Government and/or Town Planning Department thereon. e Government and/or Town Planning Department and other The said Attorney shall be entitled to negotiate with the Municipal Corporation of Greater Mumbai and other concerned authorities for Greater of the said properties. handing over possession/surrendering set back areas of the said properties to the To appeal and represent me before all the concerned authorities and parties Corporation and/or the said authority. and repeated ary in connection with the development of the said properties as To make necessary representation including filing at some before the Assessor and Collector, Mumbai M

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31. To approach and to attend before Ch department, Labour Commissioner, Director of Serai Government Authorities.	OTI TO
department, Labour Commission before Co.	1.1
department, Labour Commissioner, Director of Serai Government Authorities and to sign, affidavits, declarations, indemnity bonds or authorities.	Int. Commission 793
affidavits, declarations, inde-	The Bridge Market Market
affidavits, declarations, indemnity bonds or	and Dovernment
	any other de control
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an To Approach	2.7

ach and to attend before MTNL Office and Police Authorities to obtained NOCs and to sign, execute and submit applications, affidence to the sign of the s declarations, indemnity bonds or any other documents to the said authorities.

33. To do all acts deeds and things to carry out development work and cor struction on the said properties and to obtain all necessary per sanctions, licenses as may be required for that purpose.

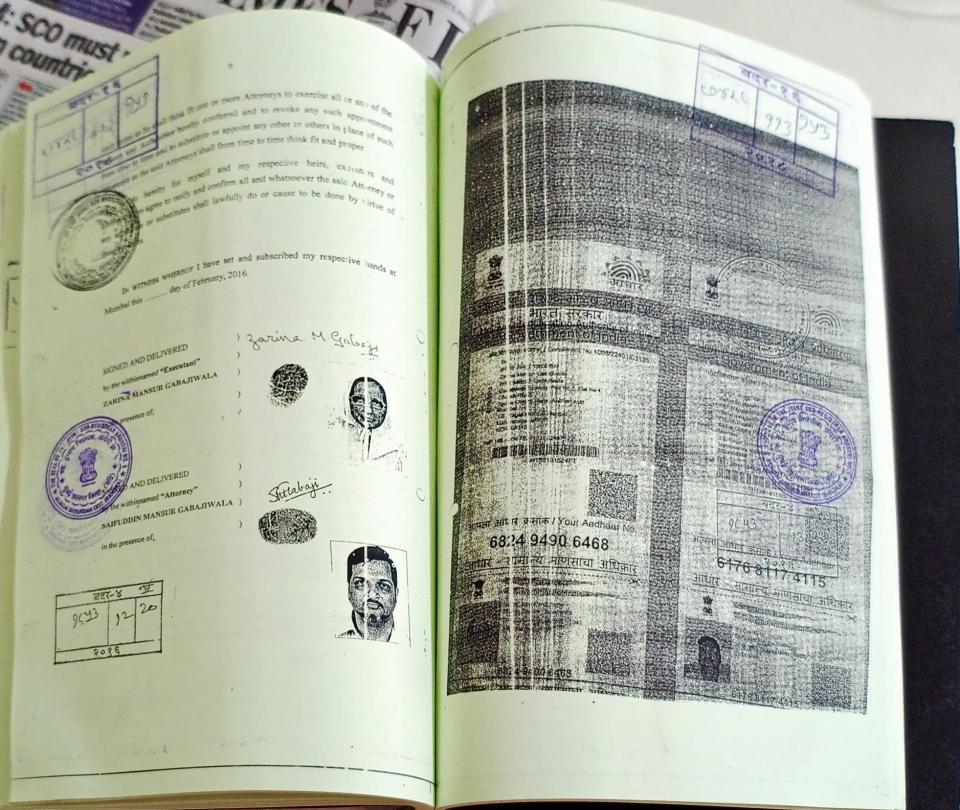
34. To transfer tenancy to any third party as Attorney

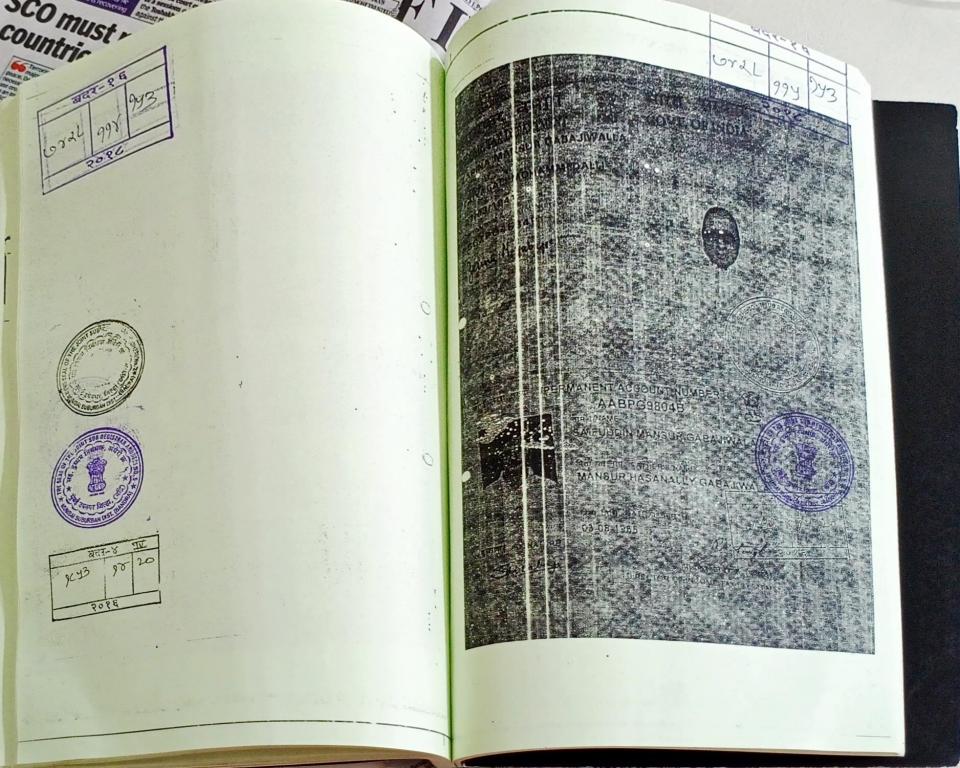
To engage and remove at pleasure the Advocates other professionals, Architects, RCC Consultants, agents any of the purposes aforesaid upon such terms and conditions may think proper, and sign suitable authority/appointment letters in their favour

To appoint from time to time one or more Substitute/s perform all or any of the matters and things aforesaid german particular period, and the same Substitute/s at pleasure to ren another or others in his/her/their place and stead.

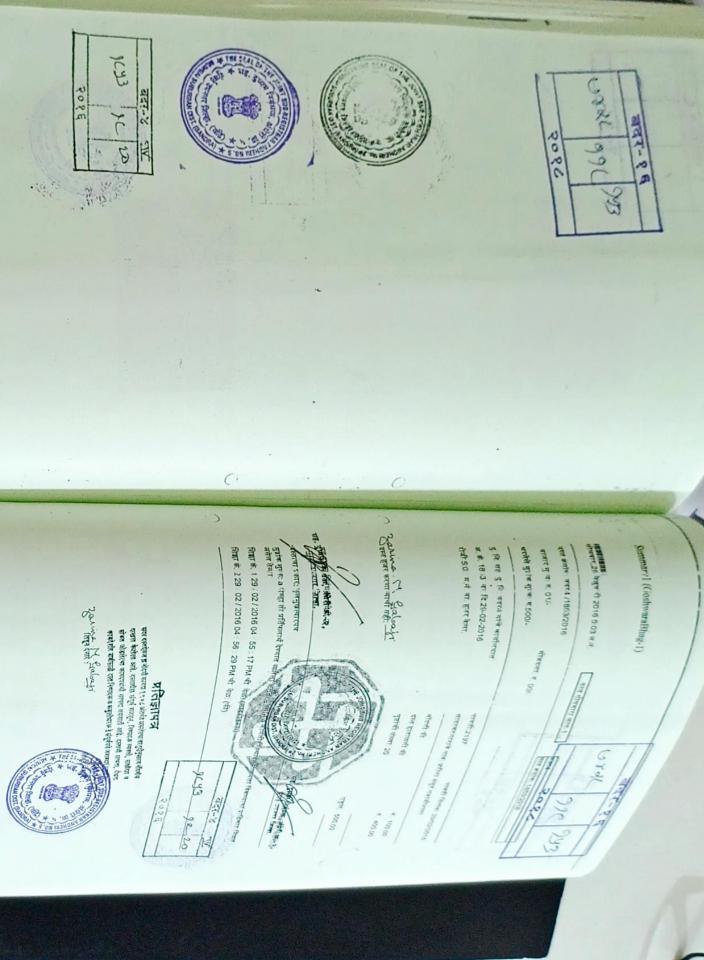
Generally to do and perform all acts, deeds, matters and this be done and convenient for all or any of the purposes aforesaid and for giving full effects to the authorities hereinbefore contained as full and effe and purposes according to the laws and customs of person if these presents had not been granted.

38. For better doing, performing and executing all the matter aforesaid, I hereby further grant unto the said Aug authority to substitute and appoint from time to time in their place and stead on

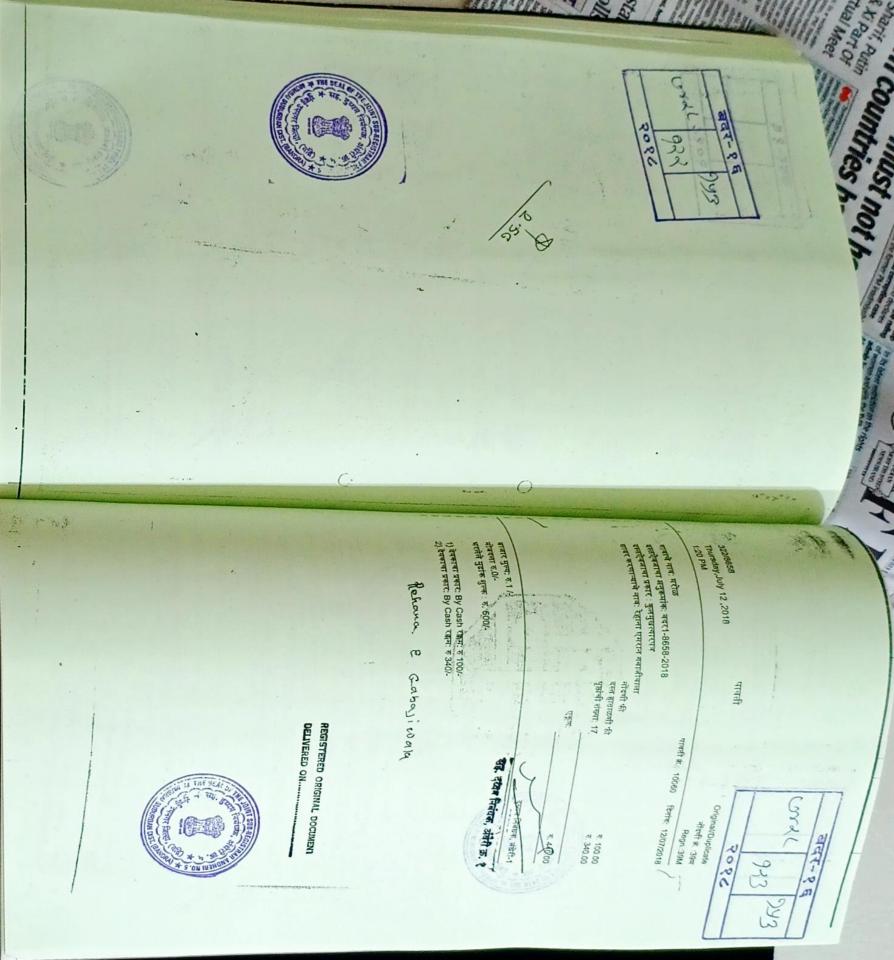


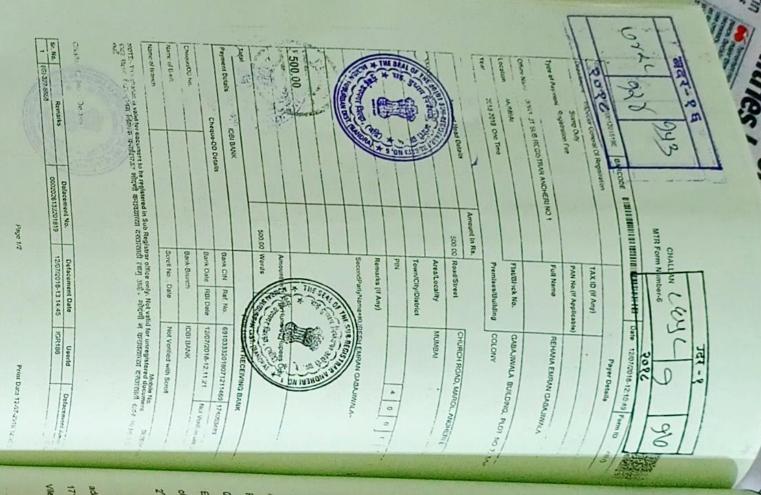






Im countries Summary-2(दस्त गोषवारा भाग -२) बदर-१६ दस्त गोषवारा भाग 2 इस कर्माकः वदर्थ/1853/2016 इत्ते क्रमायः इत्ते क्रमायः इत्ते क्रमायः प्रसक राचे नाव व पत्ता पक्षकाराचा प्रकार नाब:गरीना मंसूर गबाजीवाला नावः वाट नं: 4, माळा नं: 1, इमारतीचे नाव: कुलमुखत्यार देणार पताः साट न व्याप मारोल आंधेरी पुर्वा, रोड नं: चर्च स्वासरी:-श्रंगठपाचा ठमा रोड, महाराष्ट्र, मुम्बई. र्वन नंबर:BCZPG4584P Zarina M. Balogi नाव:नेफुद्दीन मंसूर गबाजीवाला पाँवर ऑफ़ अटॉनी नावः वाट नः ४, माळा नः 1, इमारतीचे नावः पताः लाट न स्वार्थे कर्ताक नं: मारोल आंधेरी पुर्वा, रोड नं: चर्च वय: .50 होल्डर रोड, महाराष्ट्र, मुम्बई. THE TAKE A ABPG 9804B स्वास्त्री: बिस बस्तां बज करून देणार तथाकथीत कुलमुख्ययारपत्र चा दस्त ऐवज करून दिल्याचे कर्जु करतात. बरीत बस्ता बज न वर्ग १००१/२०१६ ०४ : 57 : 38 PM क्रेंक्ट न्या व पत्ता अर्द पशकारा नाव व पता 20 द्यायाचित्र २०१ क्षिगठ्याचा ठसा ना र रंजन - शमी वनाःगबाजीयासा बील्डींग फ्लॅट नं 4 चि र कोड 400059 न न सिन - सफपाळ वनाःगत्र जीवाला बील्डींग फ्लॅट नं 4 चित्र कोड 400059 प्रमाणित करण्यात येते की, या शिक्का क्र 4 ची वेळ:29 / 02 / 2016 04 : 58 : 19 PM दस्तागळे एक्जू 20 पाने आहेत. पुस्तक क्र. श्रुववर-४/क्रमांक.. 116 图 表 表 表 图 第二年, हि उपनगर विल्वा- EPayment Detai प्रतिद्वाप निवंधक, अंबेरी क्र.-२, मुंबई उपनगर जिल्हा. **Epayment Number** ment Number MH007694443201516E 82319201516 1853 /2016 1. Verify Si anned Document for correctness t 2. Get print immediately after registration







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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME We, (1) MRS, RELIGIOUS AND GABAJIWALA aged 79 years, holding Income Tax PA

AHBPK9703A of Mumbai Indian Inhabitants residing at Gabajiwala B

Plot No. 7, Saifee Colony, Church Road, Marol, Andheri (East), Mumbai - 20

Sep and (2) MRS. NAFISA YUSUF BHAVNAGARWALA (marned daughter of Emran Gabajiwala) aged 60 years, holding Income Tax P.A.N. No. AEZBP0498L of Mumbai Indian Inhabitant, residing at Abbas Building, "A" Wing, Flat No. 19, 24 floor, Jalbhai Street, Mumbai – 400 004; SEND GREETINGS:

WHEREAS we are the Co-owners in the property bearing C.T.S. Nos. 583 admeasuring about 1377.10 Sq.mtrs. and CTS No. 584 admeasuring about 171.50 Sq.mtrs aggregating to 1548.6 square meters of Village Marol Taluka-Ville Parle. Dist. M.S.D. situated on Makwana Road, Marol, Andheri (East),

7. G.



registrar and other various authorities but due to our personal making to cover documents related to the said property we may required to present the said property the said property we may required to present the said property the said pro Jogeshwari or any other registering authority located in Mumbal Area under attend the office of the Sub-Registrar of Assurances at Andheri / Bandra / Nibr permanent assertion the said property we may required to need to the

and complete all other formalities of Registration of such documents and b indian Registration Act to admit execution of the documents and to comply with present before other said authorities, we are desirous of appointing one fit and

abovenamed (1) MRS. REHANA EMRAN GABAJIWALA and (2) MRS. NAFISA YUSUF BHAVNAGARWALA, do hereby constitute nominate appoint NOW KNOW YE ALL AND THESE PRESENTS WITNESSTH that We be

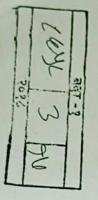
and authorize MR. KURESH EMRAN GABAJIWALA aged 57 years, holding

Income Tax P.A.N. No. AABPG9803G, residing at Gabajiwala Building, Plot No. 7, Saifee Colony, Church Road, Marol, Andheri (East), Mumbai - 400 059; to be

true and lawful Attorney in our name and for and on our behalf, specially and ally to do execute perform and perfect or caused so to be done executed

ad and perfected the following acts, deeds matters and things  $\mathsf{namel}_{|\Gamma|}$ 

hereinabove related to the said property and which would have been signed and under Indian Registration Act and to lodge with them the documents mentioned / Khar / Jogeshwari or any other registering authority located in Mumbal Area To attend the office of the Sub-Registrar of Assurance at Andheri / Banda



2.6

administrators agree to ratify and confirm all and whatsoever the said Attorney pack the registered documents in respect thereof and for the shall lawfully do or câuse to be done by virtue of these presents, To apply for certified copies, receive the certified copy and also We do hereby for ourselves and our respective

Numbai this 12 th day of July 2018 IN WITNESS WHEREOF We have set and subscribed our respect ALL THOSE pieces or parcels of land bearing C.T.S. NOS. 583 THE SCHEDULE ABOVE REFERRED TO:

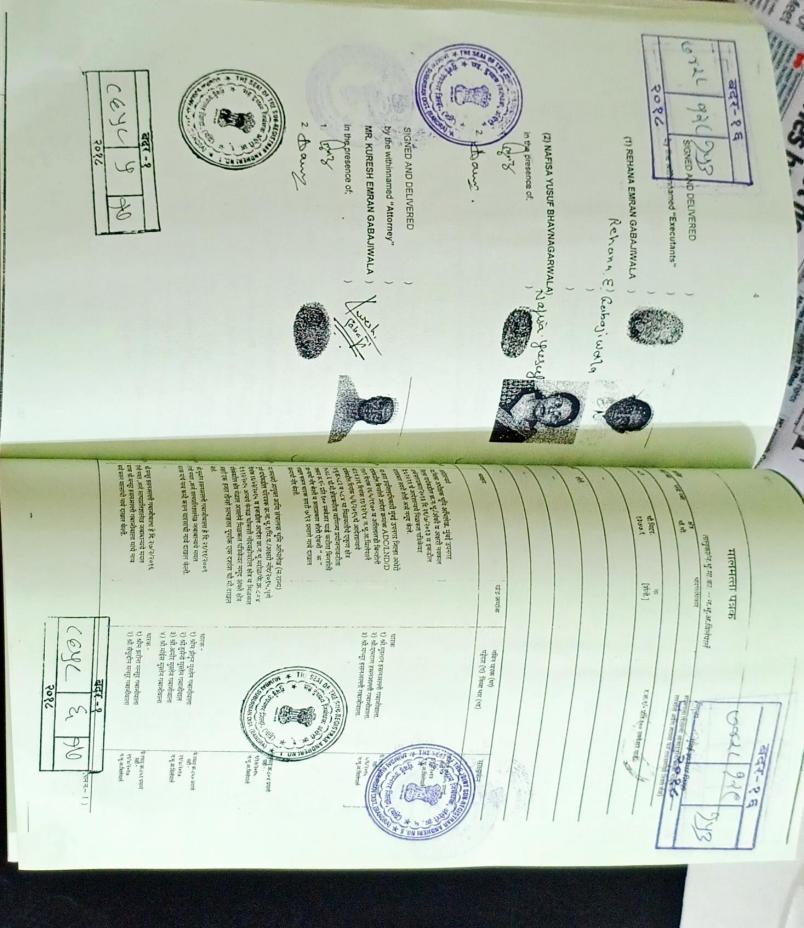
Road, Marol, Andheri (East), Mumbai- 400 059 and is bounded as Vile Parle, Dist. Mumbai suburban lying being and situate at Makwana sq.mtrs. aggregating to 1548.6 square meters of Village Marol, Talukaadmeasuring 1377.10 Sq.mtrs. and CTS No. 584 admeasuring 171.50

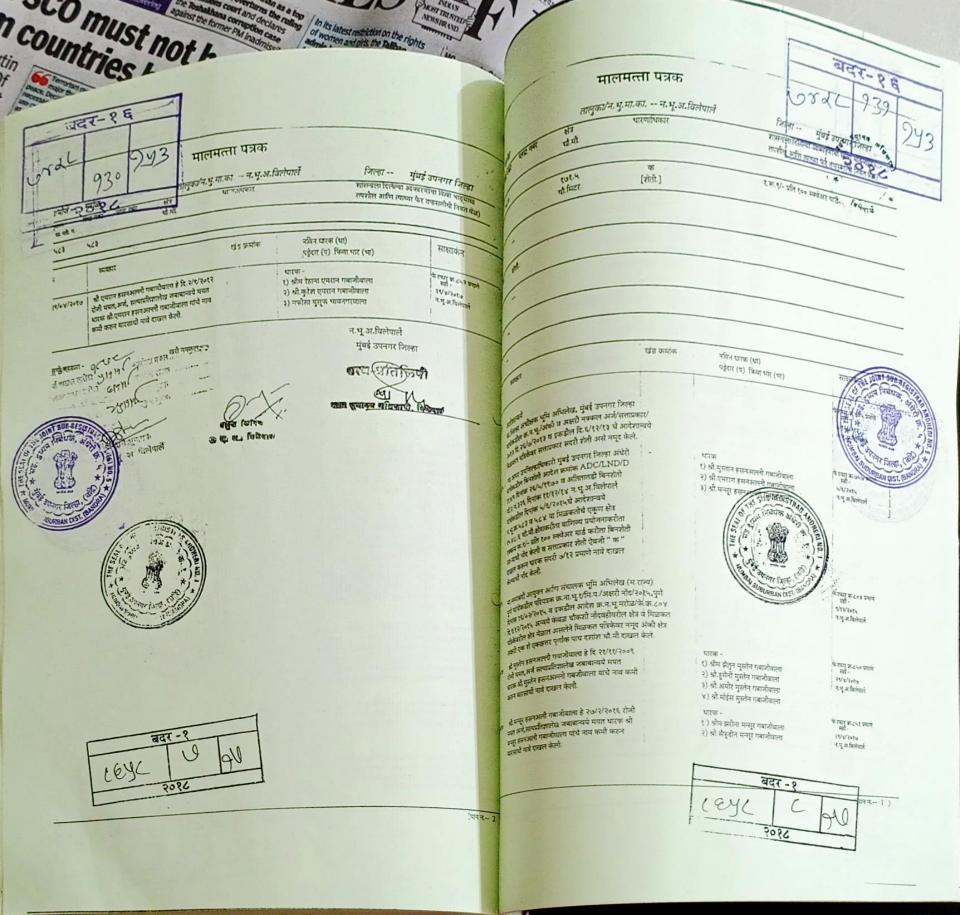
To the East: CTS No. 576 and 18.3 M wide DP Road To the West: CTS No. 585

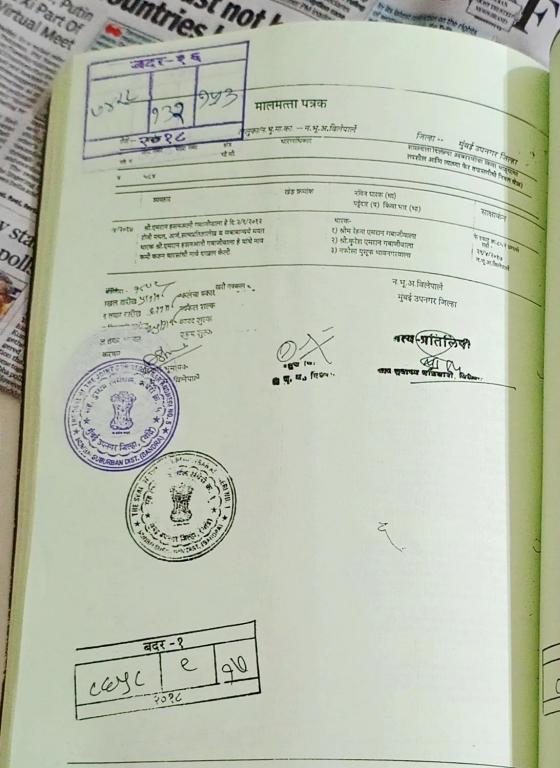
To the North: CTS No. 572

To the South: CTS No 607 and CTS 640.

N.4.





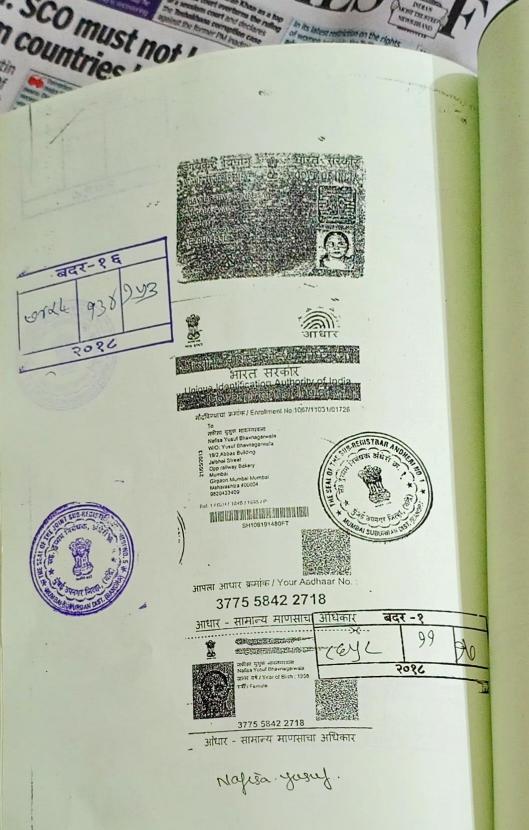




Rehana E. Gabajiwana

बदर -१

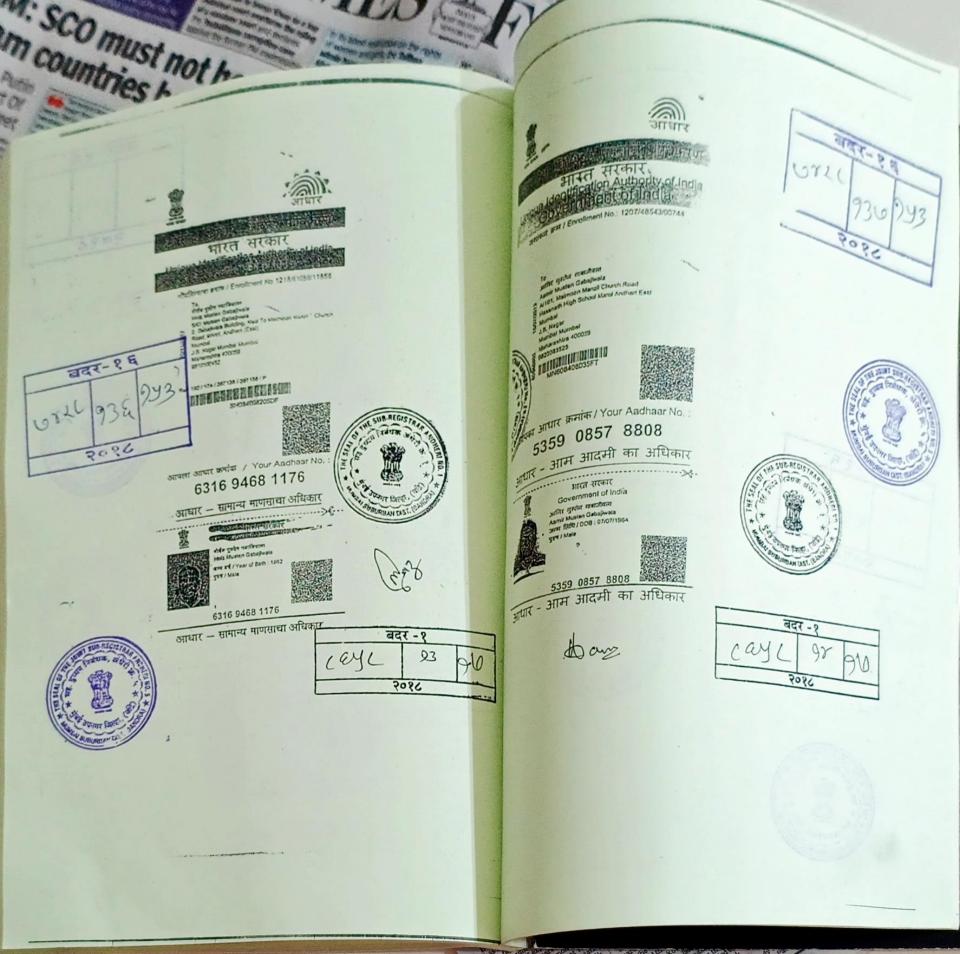
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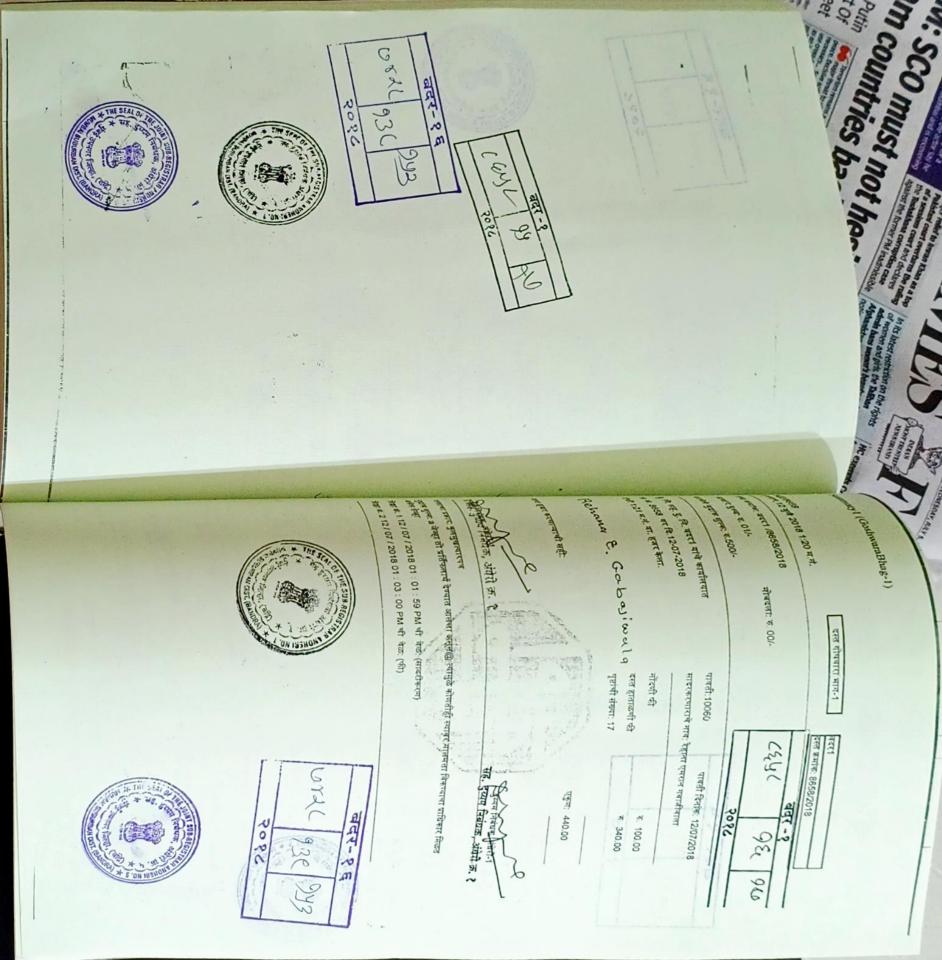




आधार - सामान्य माणसाचा अधिकार







m countries L दस्त गोषनारा भाग-2 दस्त क्रमोक 8658/2018 THE PATE STEP 18858/2018 राजाचा दकार भूजपुत्राचारवर UNIGITIES USIZ खायाचित्र रहकाराचे गाव व पता जंगलपाबा देगा कुतमुखत्यार देणार बार रेहाना एकरान रवाबीवाला इता प्लोट में 7 , दबाजीवाना बिल्बीय, मैकी यम :-79 क्षेत्रमी अधेरी इसं कुर्व रोड, करोळ, मृ ब, नवर, म्बाहारी:-P" BARASHTRA IUMBAI, Non-Rehana & Gabaji Wala कलम्खत्यार देणार ने: 2ए मजता, जिंग ए षय -60 दालीय, स्तोक ने मुंबई, रोड स्वासरी: गर्व न्द्रीर , महायह, मुम्बई Mafisia gusuf पौवर ऑफ अटॉनी दत्ता प्लॉट ने प्लॉट ने 7, माळा ने -, दमारतीचे नाव: होस्बर रवाजीवाला बिल्डीय, मैफी कॉलनी , ब्लॉक नं अंधेरी W4:-57 पूर्व, रोड में, वर्ष रोड, मरोळ, महाराष्ट्र, मुम्बई, ीत कुलमुखत्यारपत्र चा दस्त ऐवज करन वि 107 L20 1 01 04 59 PM 96 3085 पता प्लॉट नं 7. गावजीवाला बिल्डींग, सूफी कॉलती, मरोळ. अधेरी पुर्व पिन कोड:400059 नाव:मोईस गबाजीवाला नाँट नं 7, गावजीवाला बिल्डींग, सैफी कॉलनी, मरोळ, प्रमाणित् करणेत येते की, या 🤊 🗸 दस्तामध्ये एकूण... पुस्तक के. १/वदर-१/क्रमांक ट्रिट्याने आहेत वर नोक्ता, विनोक 11-2 JUL 2018 °१८ 12 / 07 / 2018 01 : 06 : 09 PM वस्तु स्थम की बंधक अंग्रेश क. १ **EPayment Details**. Defacement Number **Epayment Number** 0002026132201819 MH003876901201819E



OF THE EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF THE MINUTE SAVAINIVATE REAL ESTATE PVT.LTD. HELDAY TOPS OF MUMBAI 400 56. ON 20/07/2018AT 04.30 P.M. TRUE N/S SAVANNAH REAL ESTATE PVT.LTD. HELDAT 401/B, WEST VIEW, BAJAJ ROAD OF MUMBAI 400 56. ON 20/07/2018AT 04.30 P.M. payed passed the following resolution:-

the Company has entered into an Agreement for Development with

THAT the Company has entered into an Agreement for Development with

Mrs.

Mrs.

Mrs.

Mrs. the Company of the Co of Albert of Alb philisten vide Registrated at Makwana Road, Andheri (East), Mumbai 400 059

FURTHER THAT any of the following director/Authorised signatories of the company to sign, submit and execute the party authorized, singly / jointly, on behalf of the company to sign, submit and execute the party authorized and do all the company are FURTHER THAT THE Company to sign, submit and execute the companyare submit addition Agreement with the several tenants and co-owners the required accommon deeds and writings and do all such acts, deeds and this country, deeds and effort to the decoder. y authorized, singly / Agreement with the several tenants and co-owners the required applications, and give effect to the development: spect document and give effect to the development: see and things as may be required in this

Walle MohamedaliBharwani Mohamedali Aziz Bharwani

बदर-१६ W821

Certified True Copy Bash Real Estate Port. Ltd.

Director Signature:

Name:Mr.Munic Mohaemdali Bharwani

Designation: Director

8658 /2018

For Savannah Peal Estate Pvt. Etd.

Name:Mohamedali Aziz Bharwani

Designation: Director



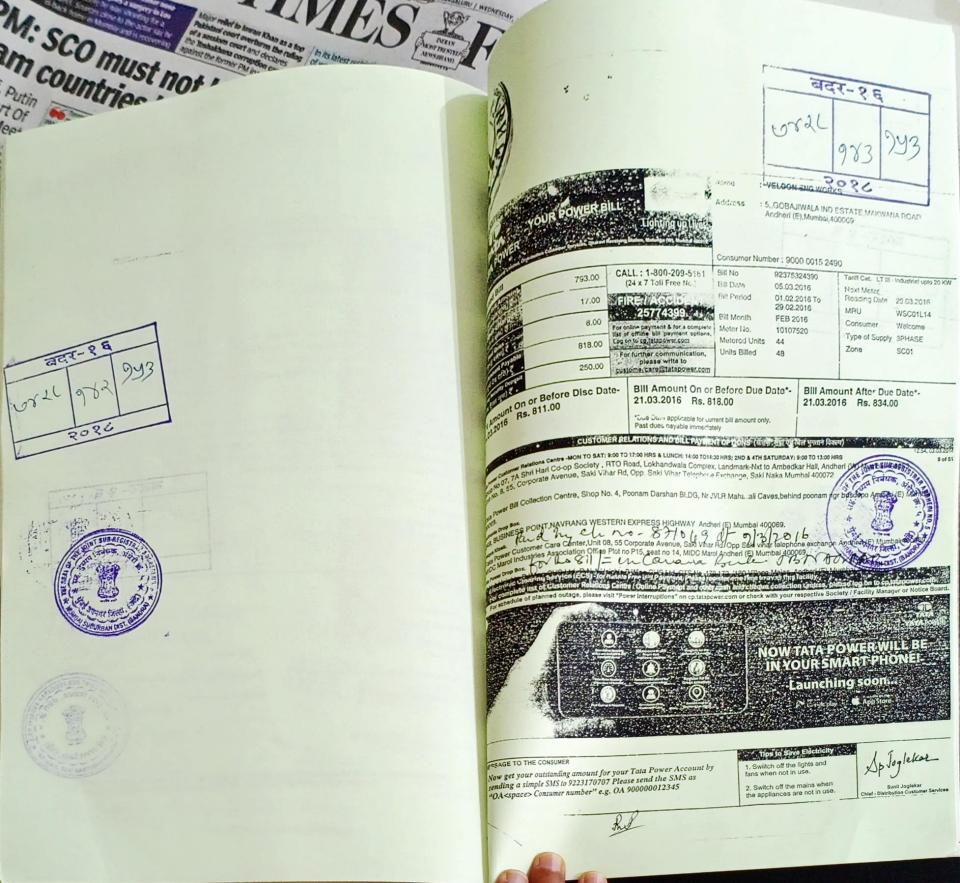
Registered Office: 401/B, West View Building, 4th floor, Bajaj Road, Vile Parle (W), Mumbai-400 056 Tel: 26140145 / 26117702 • Fax: 9122 2610 8306 • Email: savannahdevelopers@gmail.com

Know Your Rights as Registrants

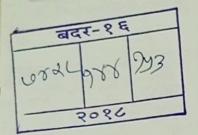
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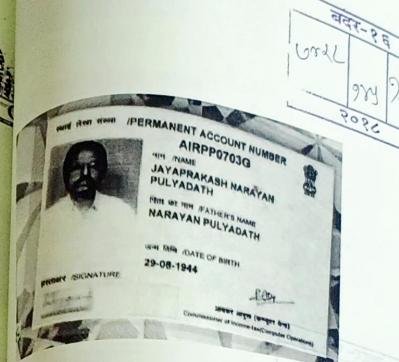
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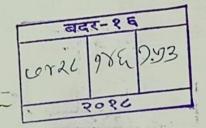




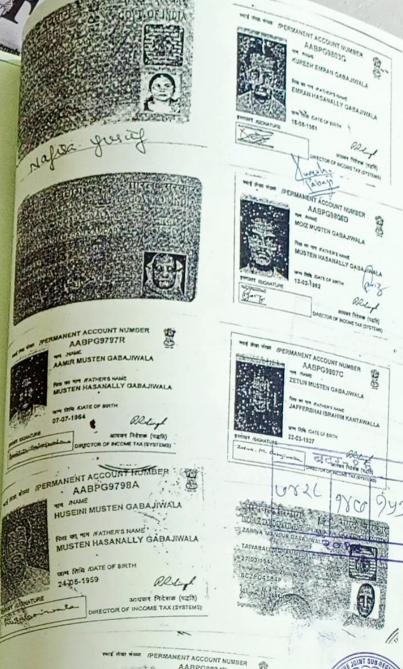




आयकर विमाग मारत सरकार
NOOMETAX DEPARTMENT
SAVANNAH REAL ESTATE PRIVATE
LIMITED
31/12/2004
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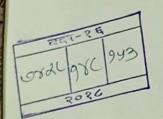
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STEPARTMENT (A)	GOVI OF INDIA
RANJAN KUMAR SHARMA HARILAL PHOOLCHAND SHARMA 12/06/1983 Permahani Account Number: BBPRSQ590G	, bun
Standard Standard	1





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बदर-१६ 10 mg 3086 5909



दस्त गोपवारा भाग-1

बदर16 हरन कमाक: 7428/2018

2018 1:48 H.H

मानवता: क. 23,20,500/-

FEET STE16 (7428/2018 A Sec F. 39,47,172/-

29 Stre Ter. v. 1.98,000/-र हे दर है सि. बररा 6 पांचे कार्यालयात 15 7428 at ft 04-08-2018 क्षेत्र १३० व.स. स. समर केला.

पावती:7581

पावनी दिनांब: 04/08/2018 मादरकरणाराचे ताक वेज्दन इक्रिनीरिंग क्वर्म तर्के गोपायटर

नोंदणी फी ₹. 30000.00 दम्त हाताळणी फी F. 3060.00 पृष्टांची संख्याः 153

गुक्तः 33060.00

तर्रुष्ट का अक्षान्त अंधिरी का. ५ श्री प्रेयम निवंधक, अंधिरी का. ५ स्वी प्रेयम प्रविद्यास्त्र विल्ला स्वार्य प्रविद्यास्त्र प्रविद्यास्त्र करार

सह. दुप्पम निबंधक, अधेरी क. ५ मुंबई उपनगर जिल्हा

हित हैं कर (एक) कोलत्याही महानगरपालिकेच्या हुई।त किंवा स्थानगत जमनेच्या कोलत्याही करक वेवाच्या हुई।त किंवा उप. इंग्इंक्ट (एक) कोलत्याही महानगरपालिकेच्या हुई।त किंवा स्थानगत जमनेच्या कोलत्याही करक वेवाच्या हुई।त किंवा उप. द्रार पुरुष । अन्य नमूह न केलेल्या कोणत्याही नागरी क्षेत्रात

ला र 104/08/2018 01 : 28 : 55 PM ची चेळ: (माररीकरण)

河水 2 04 / 08 / 2018 01 : 31 : 05 PM 引 南京: (和)

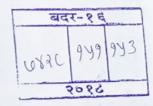
प्रतिज्ञापत्र

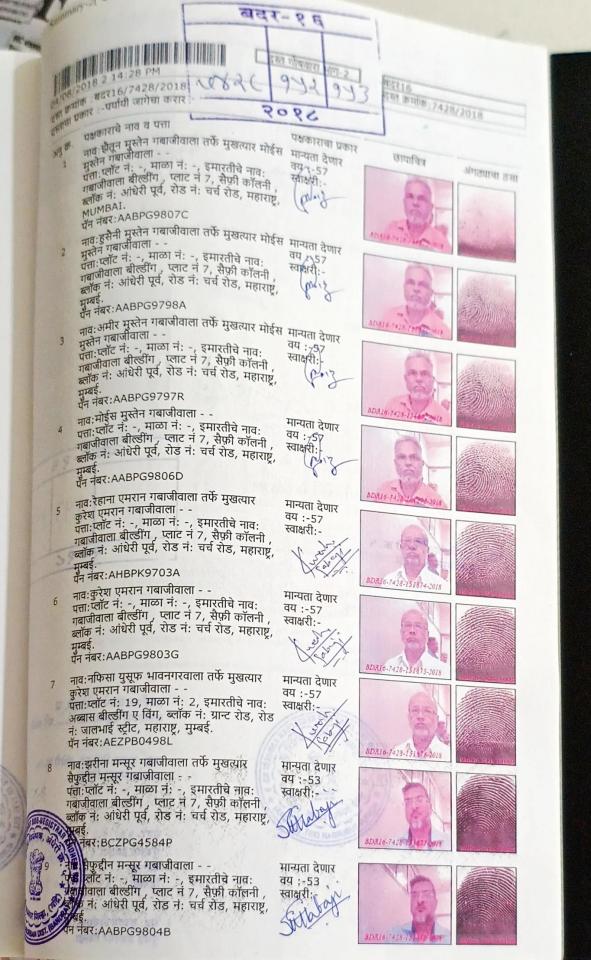
सदर दरव्येकन हा नेंद्रणी कल्यदा १९०८ अंतर्गत असलेल्या तरतुदीनुसास नेंद्रणीय दाखल केलेला आहे दस्तातील मजकूर, निमादक व्यवती, वाहोदार व क्षोबत जोडलेल्या कायदपश्ची सत्यता तरासली आहे. दस्ताची सत्यता वैचल

0

सिहन घेणारे (दिनांकामडोत स्वास्ती)







नाय सनोना शिअल इस्टेट प्रायवेट सिमिटेड लके अंचालक धुनीर मोहम्मद अली - भारवानी पताः प्लॉट नं ४०1, माळा नं ४, इमारतीचे नावः वॅथ्ट व्यू, ब्लॉक नं विलेपारले पश्चिम, रोड नं बजाज रोड, महाराष्ट्र, मुम्बई पेन नेशर AAICS6458B

11 नाव वेल्डन इंजिनीरिंग वर्क्स तर्फे प्रोप्रायटर पी .एन. जयप्रकाश -पत्ताः प्लॉट नं: ए/602, माळा नं: -, इमारतीचे नाव: बमनपुरी , ब्लॉक नं: आंधेरी पूर्व, रोड नं: णे.बी नागर, महाराष्ट्र, MUMBAI. पैन नंबर: AIRPP0703G

सिष्ठन देणार वण :- 38 स्वाक्षरी तिहन धेणार वर्ष :-74 स्वाक्षरी:-



exagenetale वरील दस्तऐवज् करून देणार तथाकथीत पर्यायी जागेचा करार या दस्त ऐवजं करून दिल्याचे कबुल करतात. शिक्का क. 3 ची वेळ: 04 / 08 / 2018 01: 47: 18 PM

ओळखः -आळख: खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-गानी व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

पक्षकाराचे नाव व पता क.

1 नावः सागर - लाड वय:43 पत्ता:वॅस्ट व्यु , विलेपारले पश्चिम पिन कोड:400056

नाव:रंजन - शर्मा वय:35 पत्ताः वेंस्ट ट्यु, विलेपारले पश्चिम पिन कोड:400056

स्वाक्षरी



अंगठयाचा ठसा

BDR16-7428-122750-2018

बदर-१६

2065

शिक्का क्र.4 ची वेळ:04 / 08 / 2018 01 : 48 : 06 PM

सह. दु.नि.का. अंधेरी-5 सह. दुर्ध्यम निबंधक, अंधेरी क्र. प मुंबई उपनगर जिल्ली ayment Details.

Sr. Epayment Number

1 MH004727037201819S MH004751528201819E Defacement Number 0002480703201819 0002480699201819

7428 /2018

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प्रमाणित करणेत येते की, चा दस्तामध्ये एकूण....)........पाने आहेत.

सह. दुव्यम निबंधक, अंधेरी का.- ५, मंबई उपनगर जिल्हा

बदर-१६/ ८ ४२ ( 1२०१८ पुस्तक क्रमांक १, क्रमांक श्रु श्रिवर नोंदला. दिनांबा: 8/0/2096

Jill -राह. दुव्यम निवंधक, अंधेरी क्र. ५ मुंबई उपनगर जिल्हा

Dated this 4th day of August 2018

Between

MRS.ZETUNMUSTENGABAJIWALA & Ors
....The Owners

And

M/S. VELDON ENGINEERING
.....The Tenant/Occupant

And

Savannah Real Estate Pvt. Ltd.

..... The Developer

PERMANENT ALTERNATIVE ACCOMMODATION AGREEMENT