

1085

DATED THIS ___ DAY OF _____, 2020

BETWEEN

REGENT SPACES DEVELOPERS

AND

DEEPA CO - OPERATIVE HOUSING SOCIETY LIMITED SOCIETY

AND

MR. ASHISH M. BAFNA and MRS. VINITA A. BAFNAMEMBER

AGREEMENT FOR ALTERNATE ACCOMMODATION





11/11

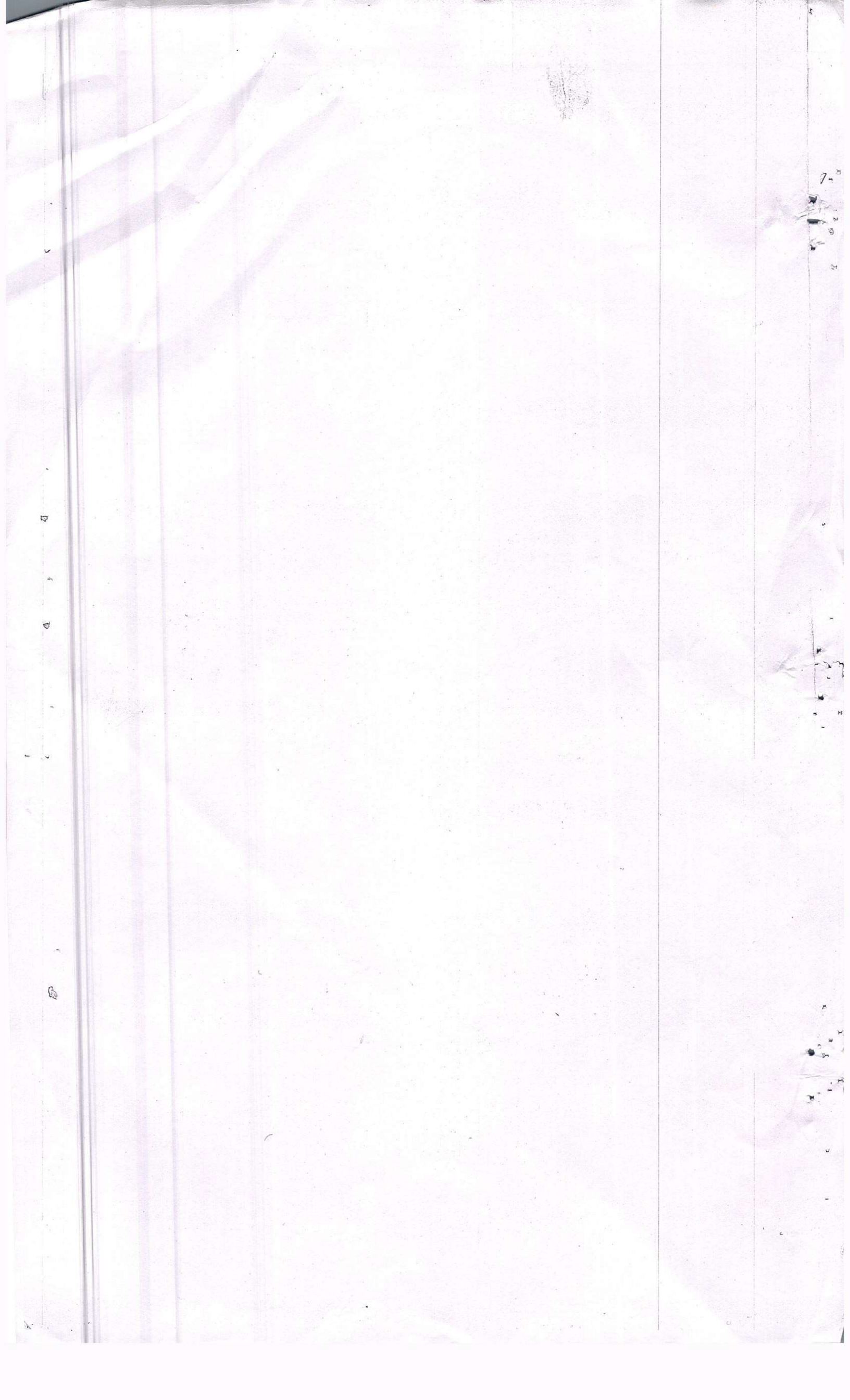
86

P. A.

Flat No. 401 4th floor

Mr. Ashish Babra

11/11



514/4411

Friday, June 26, 2020

12:04 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 4759 दिनांक: 26/06/2020

गावाचे नाव: विलेपार्ले

दस्तऐवजाचा अनुक्रमांक: बदर18-4411-2020

दस्तऐवजाचा प्रकार: पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव: आशिष मनोहर बाफना

नोंदणी फी

रु. 3900.00

दस्त हाताळणी फी

रु. 1480.00

पृष्ठांची संख्या: 74

एकूण:

रु. 5380.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
12:24 PM ह्या वेळेस मिळेल.

Joint S.R. Andheri-7

बाजार मूल्य: रु. 206000/-

मोबदला रु. 385320/-

भरलेले मुद्रांक शुल्क: रु. 19300/-

सह. दुय्यम निबंधक, अंधरी क्र. ७
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan रक्कम: रु. 3900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001387215202021E दिनांक: 26/06/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु. 1480/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment - Fee Adjustment (yashada training) code added for keeping track of adjusted fees



Asst. S.R. Bafo

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON.....

30/6/2020



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन 2020

१. दस्ताचा प्रकार ; पर्यायी जागेचा करार अनुच्छेद क्रमांक -----

२. सादरकर्त्याचे नाव :- काशीप बाळो

३. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ली

४. गावाचे नाव विलेपार्ले (पूर्व)

५. अंतिम भूखंड क्रमांक :- १४८

६. मूल्य दरविभाग (झोन) :- ३६ उपविभाग १८३

७. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक

प्रती चौ.मी.दर :- ----- १८१९००/- -----

८. दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ :- ९.९३ बिल्ट अप चौ.मीटर / फुट

९. कारपार्किंग : ----- गच्ची:- ----- पोटमाळा :- -----

१०. मजला क्रमांक :- १२२१ उद्वाहन सुविधा आहे / नाही

११. बांधकाम वर्ष :- २०२० घसारा :- -----

१२. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे

१३. निर्धारित केलेले बाजारमूल्य :- २०६०००/-

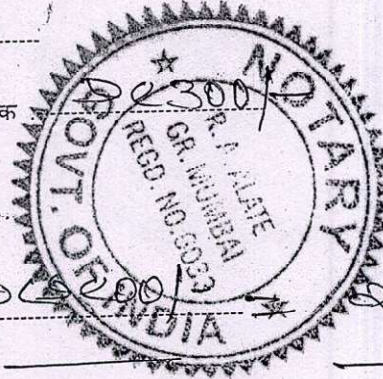
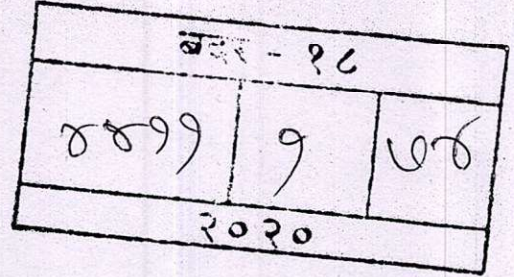
१४. दस्तांमध्ये दर्शविलेला मोबदला :- ३४३२०/-

१५. देय मुद्रांक शुल्क :- ९२३००/- भरलेले मुद्रांक शुल्क :-

१६. देय नोंदणी फी :- ३२००/-

निवासी-बिल्ट अप चौ.मीटर ९.९३ x ९२३००/- २०६,०००/-

कारपार्किंग-चौ.मीटर -----



बाजारमूल्य : २०६०००/-

मोबदला : ३४३२०/-

देय मुद्रांक शुल्क : ९२३००/-

देय नोंदणी फी : ३२००/-

लिपिक
वरिष्ठ लिपिक अंधेरी-७

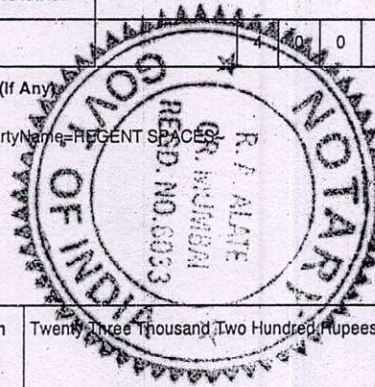
सह न्याय निबंधक, अंधेरी क्र. ७



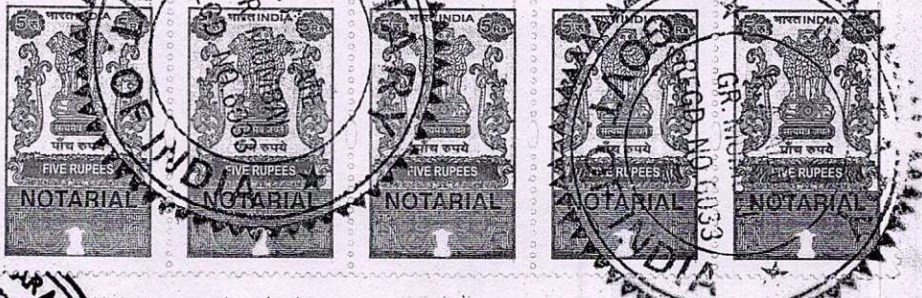
CHALLAN
MTR Form Number-6



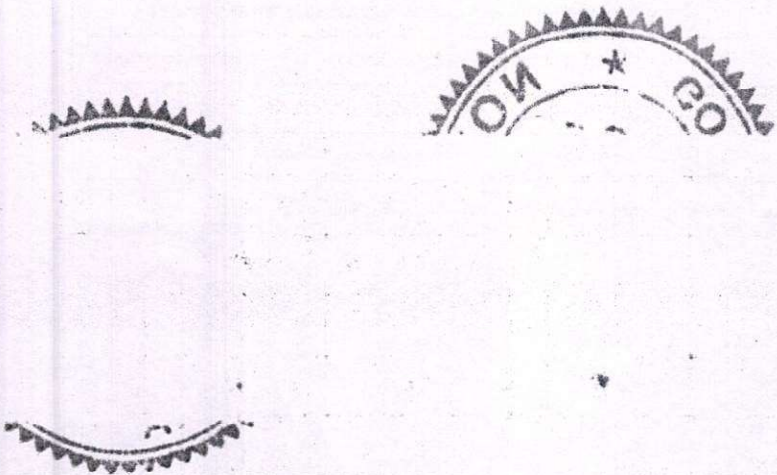
GRN	MH001387215202021E	BARCODE	[Barcode]		Date	19/06/2020-13:35:21	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	BDR4_JT SUB REGISTRAR ANDHERI 2			Full Name	MR ASHISH MANOHARMAL BAFNA			
Location	MUMBAI			Flat/Block No.	FLAT NO 401 A WING DEEPA CHS LTD FINAL			
Year	2020-2021 One Time			Premises/Building	PLOT NO 148 VILLAGE VILE PARLE EAST			
Account Head Details		Amount In Rs.	Road/Street	MALVIYA ROAD VILE PARLE EAST				
0030045501	Stamp Duty	19300.00	Area/Locality	MUMBAI				
0030063301	Registration Fee	3900.00	Town/City/District					
			PIN	0 0 5 7				
			Remarks (If Any)	SecondPartyName=REGENT SPACES				
			Amount In	Twenty three thousand Two Hundred Rupees Only				
Total	23,200.00		Words					
Payment Details			FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN	Ref. No.	00040572020061940483 CKN0733884			
Cheque/DD No.			Bank Date	RBI Date	19/06/2020-13:24:35 Not Verified with RBI			
Name of Bank			Bank-Branch		STATE BANK OF INDIA			
Name of Branch			Scroll No. / Date		Not Verified with Scroll			



Department ID : Mobile No. : 9820049788
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दयम निबधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन वापरू नये.



बदर - १८		
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२०२०		





CHALLAN
MTR Form Number-6

बदर - १८		
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२०२०		



GRN	MH001387215202021E	BARCODE	Date		19/06/2020-13:35:21	Form ID	25.2
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)					
		PAN No.(If Applicable)					
Office Name	BDR4__JT SUB REGISTRAR ANDHERI 2	Full Name	MR ASHISH MANOHARMAL BAFNA				
Location	MUMBAI	Flat/Block No.	FLAT NO 401 A WING DEEPA CHS LTD FINAL				
Year	2020-2021 One-Time	Premises/Building	PLOT NO 148 VILLAGE VILE PARLE EAST				
Account Head Details	Amount In Rs.	Road/Street	MALVIYA ROAD VILE PARLE EAST				
0030045501 Stamp Duty	19300.00	Area/Locality	MUMBAI				
0030063301 Registration Fee	3900.00	Town/City/District					
		PIN	4	0	0	0	5 7
		Remarks (If Any)	SecondPartyName=REGENT SPACES-				
		Amount In	Twenty Three Thousand Two Hundred Rupees Only				
Total	23,200.00	Words					
Payment Details	STATE BANK OF INDIA		FOR USE IN RECEIVING BANK				
Cheque/DD Details	Bank CIN	Ref. No.	00040572020061940483	CKN0733884			
Cheque/DD No.	Bank Date	RBI Date	19/06/2020-01:35:40	20/06/2020			
Name of Bank	Bank-Branch		STATE BANK OF INDIA				
Name of Branch	Scroll No. , Date		172 , 20/06/2020				

Department ID :

Mobile No. : 9820049788

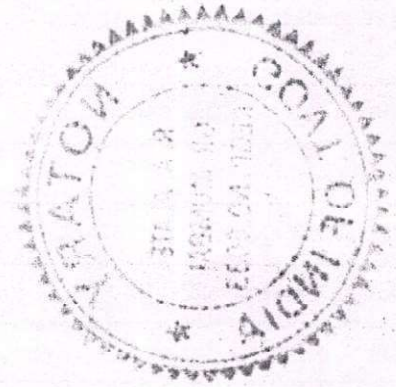
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सादर चलान केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सादर चलान लागू नाही.

Validity unknown

Challan Defaced
Digitally signed by DS
VIRTUAL TREASURY
MUMBAI 02
Date: 2020.06.26
12:31:31 IST
Reason: Secure
Document
Location: India

Sr. No.	Defacement No.	Defacement Date	Userld	Defacement Amount	
1	(iS)-514-4411	0000706452202021	26/06/2020-12:04:06	IGR555	3900.00
2	(iS)-514-4411	0000706452202021	26/06/2020-12:04:06	IGR555	19300.00
Total Defacement Amount					23,200.00



AGREEMENT FOR PERMANENT ALTERNATE ACCOMMODATION

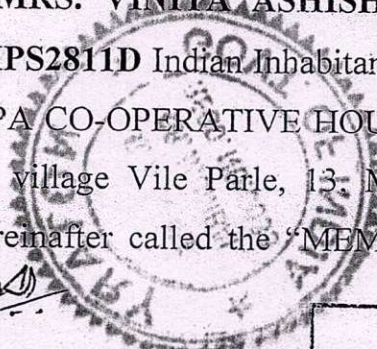
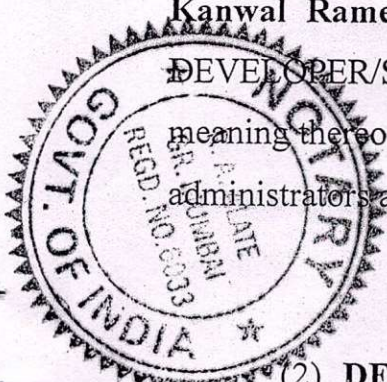
THIS AGREEMENT made at Mumbai this 26th day of June, 2020 between (1) **REGENT SPACES**, a registered Partnership Firm, registered under Indian Partnership Act, 1932 having PAN No. **AAOFR1921P** and having its registered office address at 603, Inizio, Cardinal Gracious Road, opposite P&G Plaza, Chakala, Andheri (East), Mumbai - 400 099, through its Partner **Mr. Kanwal Rameshchand Bohra**, aged about 34 years, hereinafter called 'THE DEVELOPER/S' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present partner/s, its executors, administrators and assigns) of the **ONE PART**;

AND

(2) **DEEPA CO-OPERATIVE HOUSING SOCIETY LTD.**, a Co-operative Housing Society registered under the Maharashtra Cooperative Societies Act, 1960, having PAN No. **AAAAD2325G** and bearing Registration No. **BOM/W-K/E/HSG(TC)/2293 OF 1986** having address at Final Plot No.148 of village Vile Parle, 13, Malviya Road, Vile Parle (East), Mumbai 400 057, through its Chairman - Mrs. Rajani Venkatraman Prabhu, aged about 79 years, Secretary Mr. Ashish M. Bafna, aged about 49 years, and Treasurer - Mr. Khushal P. Dedhia, aged about 61 years herein after referred to as 'THE SOCIETY' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their Present Office bearers, its successors and assigns) of the **SECOND PART**;

AND

MR. ASHISH M. BAFNA aged about 49 years, having PAN NO. **AAIPS2811D** and **MRS. VINITA ASHISH BAFNA** aged about 45 years having PAN NO. **AAIPS2811D** Indian Inhabitant having address at Flat No. 4, 1st floor "A" wing, **DEEPA CO-OPERATIVE HOUSING SOCIETY LTD.** situate at Final Plot No.148 of village Vile Parle, 13, Malviya Road, Vile Parle (East), Mumbai 400 057, hereinafter called the "MEMBER/S" (which expression shall



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unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns only) of the THIRD PART.

WHEREAS:-

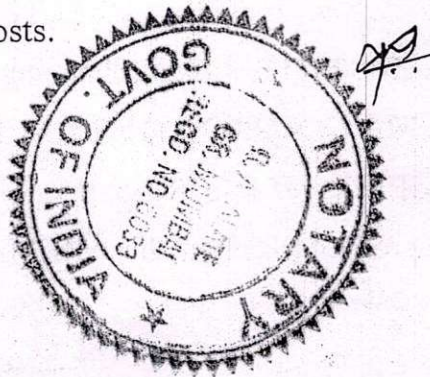
(A) The society is absolute owner of and otherwise well and sufficiently entitled to all that piece and parcel of Plot of Land bearing Final Plot No. 148 as per Town Planning Scheme, Vile Parle No. V Final admeasuring 1025.6 sq. mtrs, Village – Vile Parle (East), Taluka – Andheri, District – Mumbai Suburban alongwith the building structure standing thereon and known as “Deepa” consisting of two different wings commonly known as “A Wing” and “B Wing”, A Wing comprising of ground with 3 upper floors plus top open terrace, and “B Wing” comprising of ground with 3 upper floors plus top open Terrace and having 21 flats with 4 Garages situate at Malviya Road, Vile Parle (East), Mumbai – 400 057. In one of the Flat in “B Wing” there is a pocket terrace which is on the Third Floor of “B Wing” (hereinafter referred to as “the said Property” and more particularly described in the Schedule – I hereunder written).

(B) Under the development Agreement Dt.29/05/2019 executed by and between the Society and the Developers herein; the Society has granted to the Developers herein development rights in respect of the said property for valid consideration and on the terms and conditions as recorded in the said Redevelopment Agreement. The said Development Agreement is duly registered with Sub-Registrar of Assurance, Andheri Taluka on 29/05/2019 under Sr. No. BDR-1/5517/2019.

(C) In terms of the said Development Agreement Dt.29/05/2019, the Developers are authorised to develop the said property and provide the members with new flats on ownership basis as and by way of Permanent Alternate Accommodation free of costs.

बदर - १८	
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(D) The Society has allotted to the Member/s herein **5 Shares of Rs.50/= each** bearing distinctive numbers from **21 to 25 under share certificate No. 5Dt.** **8 / 11 / 1988** (hereinafter referred to as the "said Shares"). By virtue of holding membership rights in the said Society, the said Member/s is also owner of residential **Flat No. 4, 1st floor, "A" wing admeasuring about 661 Sq.ft. Carpet** in the building known as "DEEPA" situate at Final Plot No. 148, 13, Malviya Road, Vile Parle (East), Mumbai 400 057, (hereinafter referred to as "said Old Premises").

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(E) The Member/s has agreed to accept as and by way of Permanent Alternate Accommodation a residential Flat in the new building to be constructed by the Developers on the said property.

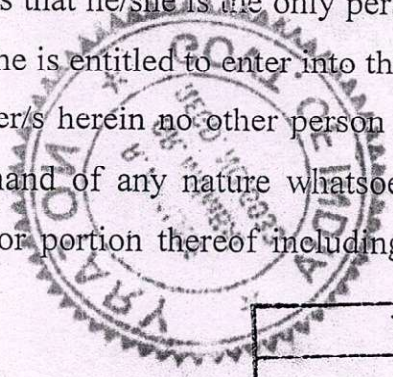
(F) The parties hereto are desirous of recording the said terms and conditions agreed between them as hereinafter appearing:

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

- 1) The recitals contained hereinabove and the Annexure hereto shall form integral and operative part of this Agreement as if the same were set out and incorporated herein.
- 2) The Member/s declares that he/she is the owner with respect to the said old premises and is in use, occupation and possession of the said old premises for the purpose of residence and the said old premises is free from any encumbrances.
- 3) The Member/s declares that he/she is the only person entitled to the said old premises and that he/she is entitled to enter into this agreement and that save and except the Member/s herein no other person has any share, right, title, interest, claim or demand of any nature whatsoever into or upon the old premises or any part or portion thereof including by way of sub-tenancy,



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leave and license, inheritance, caretaker, lease, sub-lease etc. The Member/s hereby agree/s to get the N.O.C. from the person or persons claiming through him and further agrees to indemnify the Developers against any loss which may be sustained by the Developers and/or expenses that may be incurred for defending any action brought about by such person or persons.

- 4) The Member has agreed to accept as and by way of Permanent Alternate Accommodation on ownership basis in lieu of the Old Premises a residential flat being **Flat No. 401, 4th floor, "A" Wing**, in the new building to be constructed by the Developers on the said property. The Developer has agreed to allot existing area of **661 sq. Ft. Carpet** + additional area of 44% i.e. **290.84 sq. Ft. Carpet** (which is inclusive of Fungible Compensatory FSI, Incentive FSI, Premium FSI etc.) but excluding the waste area "(the Basic Entitlement Area)" alongwith the rights to park one Car in stilt/stack/mechanical parking. However the Member intends to purchase an additional carpet area of **10.14 sq.ft** (hereinafter referred to as "purchased carpet area") from the Developer for an consideration of **Rs. 3,85,320/-** (Rupees **Three Lakh Eighty Five Thousand Three Hundred Twenty**

Only) Thus the area of the new Flat shall be **961.98 sq. Ft. Carpet**.

The said consideration amount of **Rs. 3,85,320/-** for purchase of the additional area shall be paid in the following manner:-

The Developers shall be entitled to deduct an amount of **Rs. 3,85,320** (Rupees **Three Lakh Eighty Five Thousand Three Hundred Twenty**

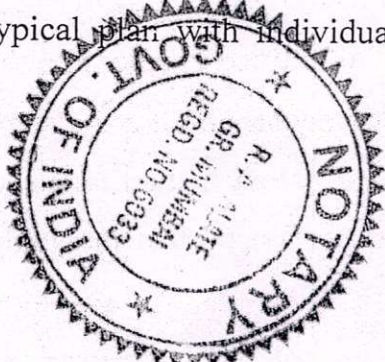
Only) out of the 90% hardship compensation payable to the members

as per Clause no. 5 (b) (i) (b) of the Development Agreement dated 29th

2019	May 2019.	
2020		

The said Permanent Alternate Accommodation is more particularly delineated on the typical plan with individual flat marked in red colour

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boundary line which is annexed hereto as Annexure "A" to this Agreement and more particularly described in Schedule – II attached hereto.

- 5) It is agreed that Permanent Alternate Accommodation and the said new building shall have the amenities as provided in the Annexure – 'F' of the Development Agreement Dt.29/05/2019 which shall be part and parcel of this Agreement.
- 6) The Developers had submitted the plans to M.C.G.M. for its approval and obtained all statutory permissions from M.C.G.M., Chief Fire Office (C.F.O.) etc. at their cost and expenses and got plans and specifications sanctioned from MCGM at its cost and expenses. On sanction of Building plans for construction of new building on the said property in accordance with the provisions of this Agreement, the Developers have already given to the society and Member/s 30 days' notice in advance on -/-/- along with certified copy of the I.O.D Dt. 16/06/2020 bearing No. **P-2660/2019/(148)/K/E/WARD/FP** with plans and specification sanctioned for construction of existing member/s flat. The Member/s shall, within 30 days from the date of the said notice received from the Developers about receipt of I.O.D. with sanctioned plans, hand over vacant and peaceful possession of his flat to the Developers/Society. The developers shall handover to the member/s agreed advance monthly displacement compensation, shifting charges, brokerage charges only upon the said member/s handing over the vacant and peaceful possession of the said flat.

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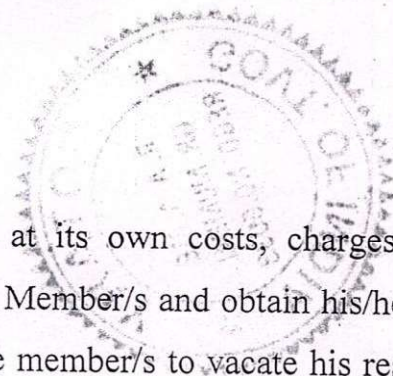


However, in case Member/s and/or persons claiming through the Member/s do not co-operate in the redevelopment or does not vacate his existing premises till the expiry of the said period of 30 (Thirty) days from the vacating Notice as mentioned above or create or cause any impediment or obstruction or hindrance in any manner howsoever to the said Developers carrying out of the construction work of the New Building on the said Land,

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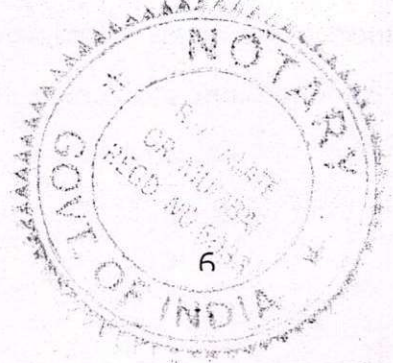
then the said Society shall at its own costs, charges and expenses, be responsible to settle with the Member/s and obtain his/her/their consent and co-operation and to cause the member/s to vacate his respective flats in the Existing Building and remove any such impediment or hindrance or obstruction. In case the said Society fails to obtain the consent and co-operation of any member/s to the redevelopment and cause him/her/them to vacate his flat till the expiry of the said period of 30 (Thirty) days from the vacating Notice, then the Society and the Developers shall be entitled to take appropriate legal measures, as provided under law to evict Member/s from his/her/their flats and to remove any impediment or hindrance or obstruction, at cost and expenses of Member/s. The Society and the developers shall also jointly or severally as the case may be defend the said pending proceedings or any other proceedings, if so initiated hereafter by the said dissenting member/s and shall also initiate appropriate proceedings against such dissenting member/s so as to get them vacated from their existing premises for demolition of the existing buildings and for re-development. The said Society shall extend full co-operation to the said Developers by executing necessary documents including interalia such legal proceedings as may be required by the said Developers in order to ensure that Member/s vacate his respective existing flats in the Existing Building.

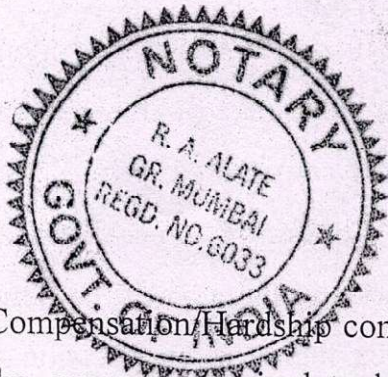


The said Developers shall be entitled to recover the expenses, costs, charges incurred by them in getting the obstructions or impediments or hindrance removed in accordance with the law and the resultant costs and damages from the said Member/s, by adjusting the same from the hardship compensation payable to the said Member/s, and if that is insufficient then adjust it from any other amounts payable by the Developers to Member/s.

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Further member/s shall be deemed to have forfeited his/her interest in regarding the Displacement Compensation, Hardship Compensation etc and member shall also become liable for refund of the Displacement		

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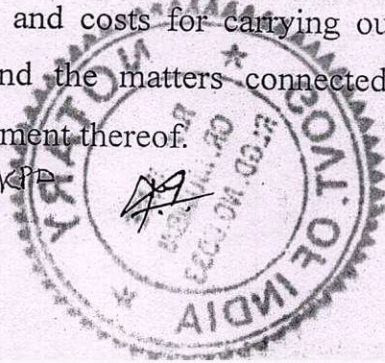


Compensation/Hardship compensation if received by him/her and to pay all the expenses required to be paid or incurred by the said Developers in getting the obstructions or impediments removed in accordance with the law and without prejudice to the other rights and remedies available to the said Developers hereunder and in law and equity. However, at the same time any hindrance by Member/s would not affect the rights and obligations of the said Developers or the Society or its other Members inter se except that delay due to stay or injunction or due to court order would form part of the force majeure.

- 7) The Developers shall pay Displacement Compensation, Balance Hardship Compensation, Brokerage, shifting Charges in terms of the said Development Agreement Dt.29/05/2019.
- 8) The Developers hereby agree, declare and confirm that:-
 - (a) The Developers alone shall bear and incur and pay all costs, charges, expenses, premiums and the construction costs on the said new flat.
 - (b) Pay all the amounts payable including in the nature of refundable deposits to the M.C.G.M. for obtaining requisite approvals for building plans.
 - (c) Proceed and/or commence to develop the said property at their own costs and at their own risk and on their own account to the utmost extent permissible by constructing new building and for that purpose shall engage at their own costs, their own Architects, R.C.C. Consultants, Security personnel and other professional for supervising the construction work, and shall pay and bear all other incidental charges and costs for carrying out and completing the construction work and the matters connected with the said property and the development thereof.

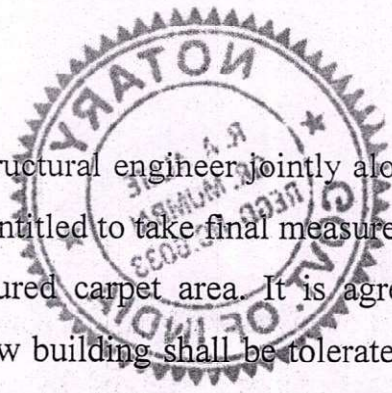


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बदर - १८		
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9) The Society and its Architect / PMC/ Structural engineer jointly along-with the Developer and its Architect shall be entitled to take final measurement of the member/s flats to ascertain the assured carpet area. It is agreed that variation in the area of the flat in the new building shall be tolerated to the extent of 1.5% of the area of the new flat, i.e. if the area of the new flat is found to be less by 1.5% than the agreed area, then no compensation shall be payable to the member and that if the area of the new flat is found to be more by 1.5% than the agreed area, then the developers shall also not be entitled for payment of any consideration. However, in case of the new area exceeding the agreed area by more than 1.5% then such member shall be liable to pay for such additional area calculated @ Rs.38,000/- per sq.ft. for such additional increase in area over and above 1.5% of the agreed area and like wise in case of the new area is reduced by more than 1.5% of the agreed area then Developer shall be liable to compensate for such additional reduced area over and above 1.5% of the agreed area @ Rs.38,000/- per sq.ft. and both the said amounts shall be payable/receivable before the Developer hands over possession of the new flat.



10) The Developer has agreed with the Society that the Developer will; subject to force majeure; or due to change in government policy carry out and complete the construction work of the said intended building within 24 months with a grace period of 6 months aggregating to 30 months from the date of obtaining commencement Certificate. The period of 30 months shall hereinafter be called "the stipulated completion period"). Provided that if

there is delay in completion of the building beyond the period of 30 months, due to force majeure circumstances shall include:-

बदर - १८		
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- acts of God such as earthquake, fire, flood, or any drought, explosion, sabotage, etc.;

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- any riots, bandhs, strikes and/or labour unrest;



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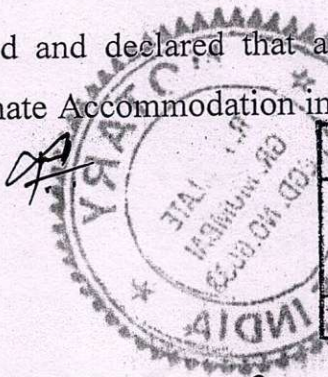
- any disruptions, challenges and placement of legal impediments by third parties, notwithstanding the granting of any Approvals by the Competent Authorities which delays or materially adversely affects the undertaking of the Project related construction activities;
- any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc.; or
- any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or ordinance.
- Any dispute initiated by and between the society, members and developers in Court whereby any injunction order is granted by such Court leading to stoppage of work then the Construction period will be accordingly increased

11) On completion of construction of the new building and after obtaining full occupation certificate from MCGM for the entire new building, the said Developers shall notify the Member/s to take possession of the Flats in the Members allocation. The member/s shall take possession within 30 days from the date of the notice. On the expiry of 30 days from the Developers notifying the Member/s to take possession of the Member/s allocation, the Developers will no longer have to pay the displacement compensation.

If the Member/s fails to take possession of Permanent Alternate Accommodation, then the Member/s shall be personally liable to pay compensation and other outgoings of the temporary alternate accommodation and Developers shall be discharged from the said liability/obligation thereafter.

It is agreed and declared that at the time of taking possession of Permanent Alternate Accommodation in the newly constructed building, the

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बदर - १८		
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Member/s shall refund balance amount of displacement compensation, if any, to the Developers which is received for procuring Temporary Alternate Accommodation.

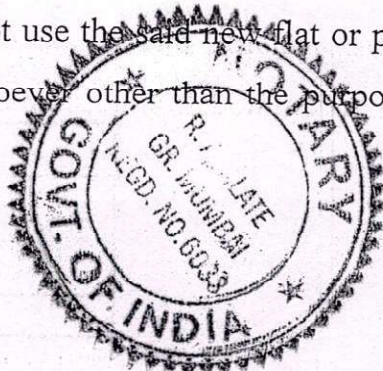
- 12) The Developers shall be entitled to sell on ownership basis the remaining Flats/Car parkings in the building to be constructed by them on the said property to the prospective purchasers and for that purpose to enter into on their own behalf, risk and responsibility agreements or letter of allotment, Agreement For Sale, Sale Deed or such other writings or documents in their own name.
- 13) On receipt of the Occupation Certificate of the new building the Member/s shall be bound and liable to pay and shall pay his/her share in the maintenance and other charges in respect of the Permanent Alternate Accommodation including property taxes, water charges, electricity charges, service charges and all other outgoings to the Society.

- 14) Agreement will be treated as Agreement under the provisions of Maharashtra Ownership Flats Act, 1963 and/or Real Estate Regulation Act, 2016 and all terms and conditions of the regular Agreement which the Developers enter into with the flat Purchasers in the new building shall be deemed to have been included and incorporated in these presents and the Member/s as the Purchaser of the new premises shall be bound by the same.

- 15) It is agreed that after possession of the Permanent Alternate Accommodation is taken from the Developers the Member/s shall not do any act or thing which will spoil, change the elevation/exterior of the new building. It is further agreed that under no circumstances the garbage will be thrown in the passage, stair case or in the building compound.

- 16) The Member/s shall not use the said new flat or permit the same to be used for any purpose whatsoever other than the purpose for which it is allotted

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(residential use only) or allowed by the Municipal Corporation nor for any other purpose which may or is likely to cause hindrance/annoyance to the Developers and Occupiers of the other premises in the said new building/s or to the Developers of the neighboring properties nor for any illegal or immoral purposes.

- 17) All notices/correspondence to be served on the Member/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Member/s under Certificate of Posting/ Regd. A.D./courier at their address mentioned below.

Address of the Member/s

**MR. ASHISH M. BAFNA &
MRS. VINITA A. BAFNA**
Flat No 4, 1st Floor, "A" Wing,
DEEPA CHS LTD.,
F.P. No. 148, Malviya Road,
Vile Parle (East), Mumbai - 400057.



Address of the Developers

REGENT SPACES,
603, Inizio, Cardinal Gracious Road,
opposite P&G Plaza, Chakala,
Andheri (East), Mumbai - 400 099,

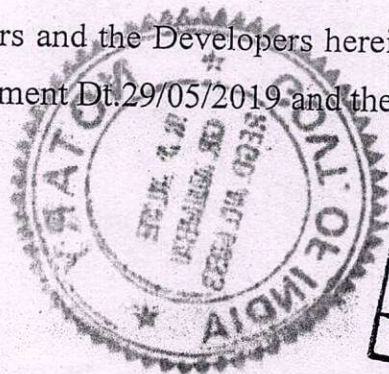


- 18) During the subsistence of this Agreement the members herein will be entitled to sell/transfer their respective flats in the new building/s under construction subject to terms and conditions of this Agreement and Development Agreement Dt.29/05/2019 and with prior approval of the Society and Developers herein.

- 19) The Society/members and the Developers herein agree and confirm that the Development Agreement Dt.29/05/2019 and the Power of Attorney

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Dt.29/05/2019 are valid and subsisting and binding upon the parties thereto and they confirm all the clauses and statements made herein.

20) The Society hereby declares that the said property is absolutely free from any encumbrances, charge, lien or otherwise, the Society also declare that they have not received any notice from any quarter or under any law for the time being in force, nor any suit/proceedings is pending in any Court against the said property. The Developers on behalf of the Society have obtained the title certificate from KIRTI NAGDA & ASSOCIATES, Advocates High Court. The copy of the Title Certificate of **KIRTI NAGDA & ASSOCIATES**, Advocates High Court is annexed and marked as Annexure "B"

21) The Members of the said Society including the Member/s herein has joined as Confirming Party to the Development Agreement dated 29/05/2019 and hence in view of order issued by Government of Maharashtra under Bombay Stamp duty Act 1958, granting exemption on payment of stamp duty in respect of the Agreements of Permanent Alternative Accommodation in respect of members, who are parties to the Development Agreement hence further stamp duty is payable in respect of area of **290.84 sq.** carpet to be given free of costs under the Agreement of Permanent Alternative Accommodation that is to be executed in their favour in respect of the New Premises to be allotted to them in the proposed new building and the Development Agreement shall be treated as a principal document for the purposes of Section 4(i) of Bombay Stamp Act 1958.

22) The Member herein has agreed to purchase an additional area of **10.14 sq.** feet carpet area in the said proposed new building from the Developers (over and above his entitlement under the Development Agreement). The stamp-duty, if any, payable for the additional carpet area of **10.14 sq. ft.** that the member has opted to purchase from the Developers or otherwise under this

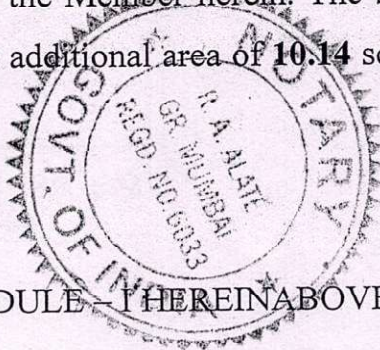
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L.VB



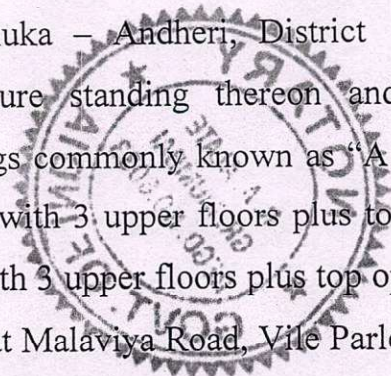
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document and the registration fees in connection, therewith shall be borne and paid solely by the Member herein. The Service Tax, GST and VAT if any payable on the additional area of 10.14 sq. ft if any shall be paid by the Member herein.



THE SCHEDULE – I HEREIN ABOVE REFERRED TO

All that piece and parcel of Plot of Land bearing Final Plot No. 148 as per Town Planning Scheme, Vile Parle No. V Final admeasuring 1025.6 sq. mtrs , Village Vile Parle (East), Taluka – Andheri, District – Mumbai Suburban alongwith the building structure standing thereon and known as “Deepa” consisting of two different wings commonly known as “A Wing” and “B Wing”, A Wing comprising of ground with 3 upper floors plus top open terrace, and “B Wing” comprising of ground with 3 upper floors plus top open Terrace and having 21 flats with 4 Garages situate at Malaviya Road, Vile Parle (East), Mumbai – 400 057. In one of the Flat in “B Wing” there is a pocket terrace which is on the Third Floor of “B Wing”.



THE SCHEDULE – II ABOVE REFERRED TO



ALL THAT piece and parcel of Flat No. 401, 4th floor, “A” 961.98 Sq.ft. Carpet (which is inclusive of Fungible Compensatory FSI, Incentive FSI, Premium FSI etc.) but excluding the waste area alongwith the rights to park One Car in stilt/stack/mechanical parking in the new building to be constructed and known as known as “DEEPA” on plot of land more particularly described in Schedule – I above referred to.

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IN WITNESS WHEREOF the parties hereto set and subscribed their hand

on the day, month and year first hereinabove written.

SIGNED SEALED AND DELIVERED by)

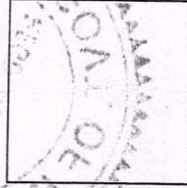
Withinnamed "THE DEVELOPERS")

REGENT SPACES)

through its Partners)

Mr. Kanwal Rameshchand Bohra)

PAN No. AAOFR1921P)



For M/s. REGENT SPACES

[Handwritten signature]

*PARTNER

in the presence of.....

Witness:-

- 1. *[Handwritten signature]*
- 2. *[Handwritten signature]*



TRUE COPY

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R. A. ALATE B.Sc., LL.B.
ADVOCATE & NOTARY
/B 7, Dongre Sadan, Mehili Village,
Saki Naka, Mumbai

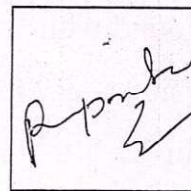
SIGNED, SEALED AND DELIVERED)

by the withinnamed "THE SOCIETY")

DEEPA CO-OPERATIVE)

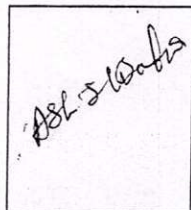
SOCIETY LIMITED through)

Chairman -Mrs. Rajani V. Prabhu)



Secretary -Mr. Ashish M. Bafna)

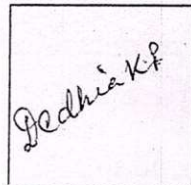
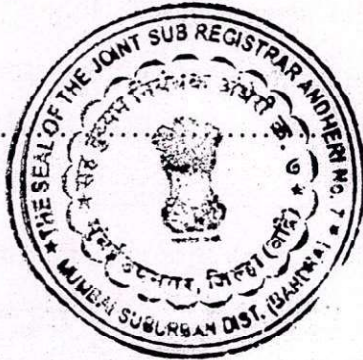
Treasurer -Mr. Khushal P. Dedhia)



In the presence of)

Witness:-

- 1. *[Handwritten signature]*
- 2. *[Handwritten signature]*



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SIGNED SEALED AND DELIVERED by)
the withinnamed 'MEMBER')
MR. ASHISH M. BAFNA)
PAN No. AAEPB9984C)

Ashish M. Bafna



MRS. VINITA A. BAFNA)
PAN NO. AAIPS2811D)

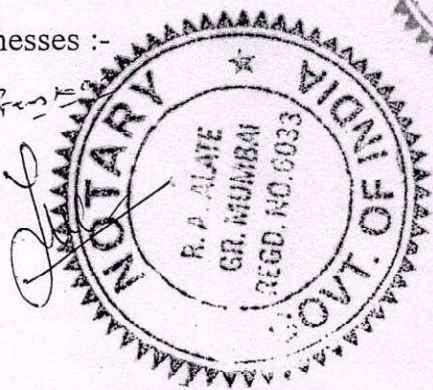
Vinita Bafna



in the presence of

Witnesses :-

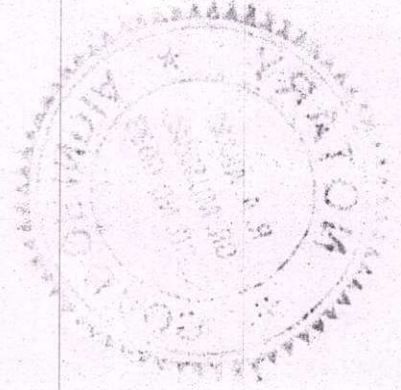
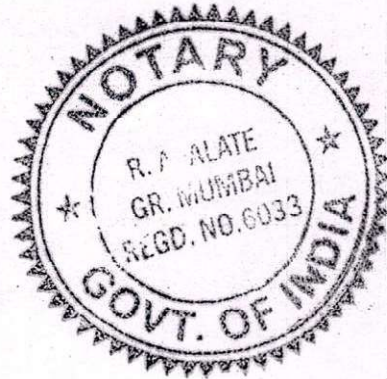
1. *[Signature]*
2. *[Signature]*



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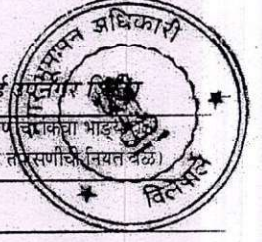


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बदर - १८		
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२०२०		

मालमत्ता पत्रक



विभाग/मोजे -- विलेपार्ले (पु) तालुका/न.भू.मा.का. -- न.भू.अ.विलेपार्ले

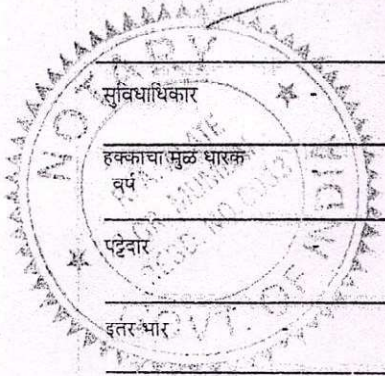
जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार क्रमांक / फा.प्लॉ.नं. चौ.मी.

शासनाला दिलेल्या आकारपत्राच्या भाद्वेच्या तपशील आणि त्याच्या फेर तपसणीच्या नियत वेळ

न.र.चौ.व अं.भू.क्र.९४८

१०२५.६० क्षेत्र चौ.मी. सी



सुविधाधिकार

हक्काचा मुळ धारक वर्ष

पट्टेदार

इतर भार

इतर शेरें

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकन
१३/०९/२०१९	<p>मा.जिल्हा अधीक्षक भूमि अधिकारी, मुंबई उपनगर जिल्हा यांचेकडील पत्र क्र.न.भू.सं.३अ/न.भू.विलेपार्ले पूर्व/न.र.चौ.विलेपार्ले व/अं.भू.क्र.१४८/१९/२८२९दि.२९/८/२०१९ तसेच इकडील अतितातडी मोरनं.१९१८/२०१९ व नगर रचना योजना क्र.व अन्वये अं.भू.क्र.१४८ कडे वर्ग होणारे न.भू.क्र.११३०पै.क्षेत्र ४०१.७ चौ.मी., न.भू.क्र.११३०/१ ते ४ चे संपूर्ण क्षेत्र ११७.४ चौ.मी., न.भू.क्र.११३१पै.३३३.४ चौ.मी., न.भू.क्र.११३१/१ ते ५ चे संपूर्ण क्षेत्र ६३.१ चौ.मी., न.भू.क्र.११३१पै.११०.० चौ.मी. क्षेत्र एकूण १०२५.६० चौ.मी. क्षेत्राची अं.भू.क्र.१४८ची नवीन मिळकत पत्रिका उपडली. ही फॉर्मप्रमाणे धारक सदरी १) गोविंद भिकाजी गद्रे २) नारायण बी.गद्रे यांचे नाव दाखल करून मूळ मिळकत पत्रिकेवर सत्ताप्रकार 'क' दाखल केला.</p> <p>न.भू.क्र.११३० चे एकूण क्षेत्र ४०२.४ चौ.मी.मधून ४०१.७ चौ.मी.वजा करून अं.भू.क्र.१४८ कडे वर्ग होणारे ४०१.७ चौ.मी.क्षेत्र वजा करून ०.७० चौ.मी.क्षेत्र व न.भू.क्र.११३१ चे एकूण क्षेत्र ३८९.४ चौ.मी.मधून ३३३.४ चौ.मी.क्षेत्र वजा करून ५६.० चौ.मी.क्षेत्र कायम केले. न.भू.क्र.११३१चे एकूण क्षेत्र १३६१.३ चौ.मी.मधून ११०.० चौ.मी.क्षेत्र वजा करून न.भू.क्र.११३१ चे क्षेत्र १२५१.३ चौ.मी.क्षेत्र कायम केले.</p> <p>न.भू.क्र.११३०/१ ते ४ व न.भू.क्र.११३१/१ ते ५ चे संपूर्ण क्षेत्र अं.भू.क्र.१४८ कडे वर्ग झालेने सदरच्या मिळकत पत्रिका रद्द केल्या. मूळ मिळकत पत्रिकेवरील दिनांक १८/३/२०१३ चे नोंदीचा अंमल धरून ही फॉर्मप्रमाणे धारक सदरी दाखल केलेले १) गोविंद भिकाजी गद्रे २) नारायण बी.गद्रे यांची नावे कमी करून धारक सदरी दिपा को.ऑप.होसिंग सो.लि.यांचे नाव दाखल केले.</p>		<p>धारक - [१] गोविंद भिकाजी गद्रे.] [२] नारायण बी.गद्रे.] दिपा को.ऑ.हो.सो.लि.</p>	<p>फ.रधार क्र.१८२८/२०१९ सहा - १३/०९/२०१९ न.भू.अ.विलेपार्ले</p>

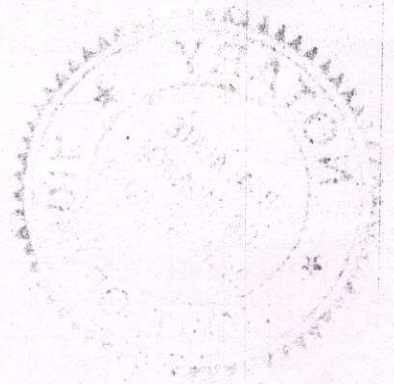


नकदल दिल्याने तपसणी करणारा नकदल नया. तपस करणारा

न.भू.अ.विलेपार्ले सहाय्यक उपनिरीक्षक

KPD
ASL-Subofa
Aras
Rup

नगर भूमापन अधिकारी, विलेपार्ले
बदर - १८
२०१९/२२/०४





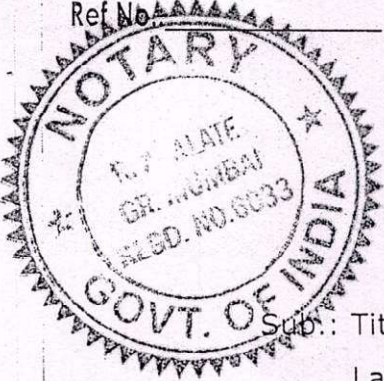
KIRTI NAGDA & ASSOCIATES
(ADVOCATES & NOTARY)

+91 98672 45256 2610 1747 / 48 / 55

Kirti K. Nagda B.com.LL.M
Smit K. Nagda B.sc.(IT).LL.B
Subhangi S. Choudhari B.com.LL.B
Bhavin M. Chheda B.com.LL.B
Priya N. Gala B.com.LL.B
Ami A. Shah M.com.LL
Anjali D. Sawla B.L.S.LL
Rajesh Nair B.com.LL.M
Rasika R. Anerao LL.B

Ref No

Date: _____



Dt.16/07/2019

TO WHOMSOEVER IT MAY CONCERN

Sub.: Title Certificate with respect to all that piece and parcel of Plot of Land bearing Final Plot No. 148 as per Town Planning Scheme, Vile Parle No. V Final admeasuring 1025.6 sq. mtrs (as per property card 978.2 Sq.mtrs.) bearing corresponding CTS No. 1130, 1130/ 1 to 4, 1131, 1131/ 1 to 5, Village - Vile Parle (East), Taluka - Andheri, District - Mumbai Suburban situate at Malaviya Road, Vile Parle (East), Mumbai - 400 057.

Ref.: No claim report of Vinod Mistry & Company, Advocates, Solicitors & Notary Dt.04/06/2019 bearing No. A/2778/767/2019 in response to the public notice published in Free Press Journal in English (Daily) and Nav Shakti (Daily Marathi) on 02/10/2018

M/S. REGENT SPACES, a Partnership Firm Registered under the Indian Partnership Act, 1932, having its registered office at 603, Inizio Cardinal Gracious Road, Opp. P&G Plaza, Chakala, Andheri (East), Mumbai 400099, has requested us to issue Title Certificate of the captioned property.

(1) In this regards we state as under:-

It appears that, one Shri Achyut Narayan Gadre, Shri

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C/605, Eastern Court Building, Jc. of Tejpal & Parleshwar Road, Above Barista & Tosa Restaurant, Opp. Railway Station, Vile Parle (E), Mumbai - 400 057.

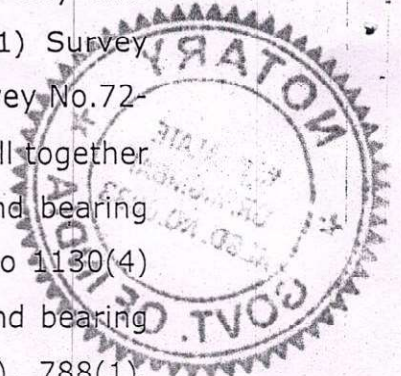
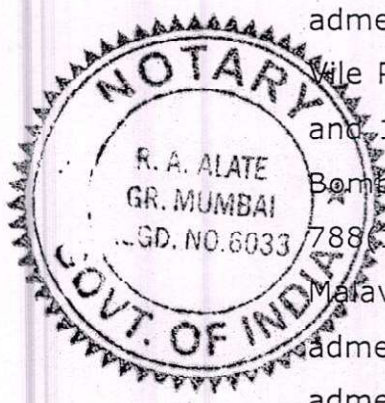
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बदर - १८		
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Yeshwant Narayan Gadre and Smt. Laxmibai widow of Narayan Bhikaji Gadre were owners of and well and sufficiently entitled to all that piece and parcel of plot of land or ground together with structures standing thereon situate lying and being at Malaviya Road, Vile Parle (East) in the registration District and Sub-District of Bombay City and Bombay Suburban in Greater Bombay bearing (1) Survey No.70-D, (2) Survey No.72-D, Hissa No.1, (3) Survey No.72-D, Hissa No.2 and (4) Survey No.83, Hissa No.30 all together admeasuring 1064.35 sq.meters or thereabouts and bearing Vile Parle (East) City Survey Nos. 1130, 1130(1) to 1130(4) and 1131, 1131(1) to 1131(5), Taluka Andheri and bearing Bombay Municipal "K" Ward Nos. 787(1), 787(2), 788(1), 788(1A) and 788(2), street Nos. 20, 20A, 21AA, and 21A of Malaviya Road, and now bearing original Plot No.106 admeasuring 1046.60 sq.mtrs. Final Plot No.148 admeasuring 1025.6 sq.mtrs or thereabouts of Town Planning Scheme No.V (Draft), Vile Parle (East) (hereinafter referred to as **"the said Property"** and more particularly described in the **Schedule** hereunder written).



(ii) It appears that, by and under a Indenture dated 24/08/1978 executed by and between the said Shri Achyut Narayan Gadre for himself and as karta and manager of his joint family and as heir of his uncle Late Govind Bhikaji Gadre, Yeshwant Narayan Gadre and Smt. Laxmibai widow of Narayan Bhikaji Gadre, therein referred to as the Vendors; Smt. Minaxi Achyut Gadre and others therein referred to as the Confirming Parties and Smt. Gitadevi Ramniranjan Kedia and Smt. Saroj Jaiprakash Jalan, therein referred to as the



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Purchasers; the Vendors therein with the consent and confirmation of the Confirming Party therein sold, transferred and conveyed unto the Purchasers therein the said property for the consideration and on terms and conditions stated therein. The said Indenture dated 24/08/1978 was lodged for registration with Joint Sub-Registrar IV, Bombay (Bandra) on 24/08/1978 under Sr. No.BOM/B/903/1978 and the same was indexed and registered on 05/06/1979.

- (iii) It appears that, in view thereof the said Smt. Gitadevi Ramniranjan Kedia and Smt. Saroj Jaiprakash Jalan became the joint owners and well and sufficiently entitled to the said property.
- (iv) It appears that, the said Smt. Gitadevi Ramniranjan Kedia and Smt. Saroj Jaiprakash Jalan being desirous to develop the said property submitted plans and specifications to Bombay Municipal Corporation and the said plans had been sanctioned by the Bombay Municipal Corporation under File No. CE/6482/BS-II/AK Dt.07/07/1979 and constructed a building known as "DEEPA" consisting of two different wings commonly known as "A Wing" and "B Wing".
- (v) It appears that, upon the completion of the new building, the Assistant Engineer Building Proposal (W.S) K-Ward has issued Building Occupation Certificate on 21.02.1981 and Building Completion Certificate on 12.05.1984 in respect of flat on 3rd floor only.

- (vi) It appears that, the said Smt. Gitadevi Ramniranjan Kedia and Smt. Saroj Jaiprakash Jalan had under diverse

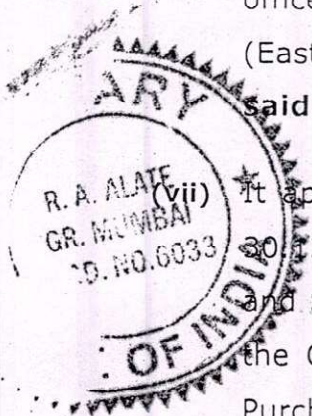
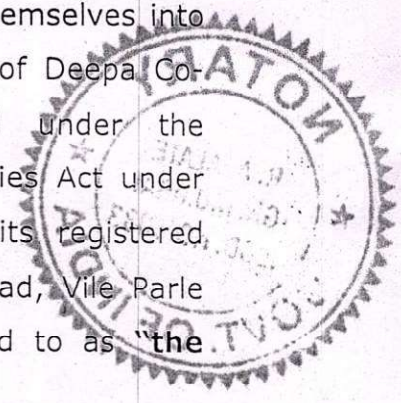


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agreements sold the various flats/garages to the various purchasers who later formed and registered themselves into a Co-operative Housing Society in the name of Deepa Co-operative Housing Society Ltd. registered under the provisions of Maharashtra Co-operative Societies Act under BOM/W-K/E/HSG(TC)/2293 OF 1986 having its registered office address at Plot No.148, 13, Malviya Road, Vile Parle (East), Mumbai 400 057, (hereinafter referred to as "the said society").



It appears that, by and under a Deed of Conveyance dated 30.12.1988, made between Smt. Gitadevi Ramniranjan Kedia and Smt. Saroj Jaiprakash Jalan therein called the Vendor of the One Part and the Society herein and therein called the Purchaser of the Other Part, the said Smt. Gitadevi Ramniranjan Kedia and Smt. Saroj Jaiprakash Jalan sold, transferred and conveyed unto the Society herein; the said property alongwith the newly constructed building known as "Deepa" standing thereon at or for the price and on the terms and conditions recorded in the said Deed of Conveyance dated 30.12.1988. The said Deed of Conveyance Dt.30/12/1988 was lodged for registration with the Sub-Registrar at Bandra under Sr. No.P-10071/88 and the same was indexed and registered on 26.10.2010.



It appears that, under the circumstances the society became absolute owner of the said property.

(ix) It appears that, the Society decided to initiate the redevelopment process and therefore followed the due procedure as prescribed under the Government Guidelines.

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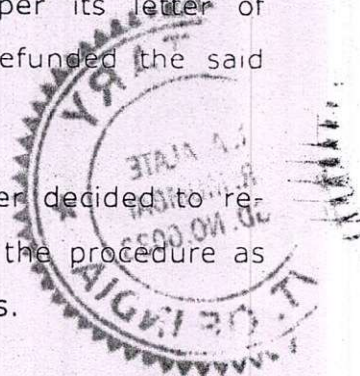
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(x) It appears that, after receiving the various offers and after short listing the same, the Society had desired to appoint M/s. Shamik Enterprises Pvt. Ltd., as its Developer. However, the said Shamik Enterprises Pvt. Ltd., could not carry out its part of the obligation and finally, the Society validly and legally terminated the appointment of the said M/s. Shamik Enterprises Pvt. Ltd., as per its letter of termination dated 13/12/2017 and also refunded the said Developer amount received from them.

(xi) It appears that, the Society had thereafter decided to re-initiate the redevelopment process as per the procedure as prescribed under the Government Guidelines.

(xii) It appears that, the Society accordingly complied with the procedure laid down by Government of Maharashtra vide circular dated 03/01/2009 published through its Co-operative Marketing and Textile Division and in the meeting and finally the Offer Letter Dt. 30.05.2018 and Revised Offer letter Dt.25.07.2018 of the Developers M/S. REGENT SPACES, was finally accepted by the said Society members at the Special General Body Meeting held on 27/10/2018 and the said Developers M/S. REGENT SPACES were finally selected as the Developer for redevelopment of the said Property unanimously in the presence of authorized Officer deputed by Hon'ble Deputy Registrar of Co-operative Societies, 'K' (East) ward. It appears that, the Society has complied with procedure laid down by Govt. of Maharashtra vide circular dated 03/01/2009 published through its Co-operative Marketing and Textile Division.



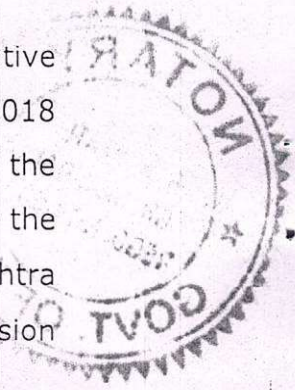
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(xiii) It appears that, the Hon'ble Deputy Registrar of Co-operative Societies, 'K' (East) ward had issued order dated 29/10/2018 for the selection of the said M/S. REGENT SPACES for the redevelopment of the said Property of the Society as per the provisions and Rules and Regulations of Govt. of Maharashtra through its Co-operative Marketing and Textile Division Gazette published on 03/01/2009.



(xiv) It appears that accordingly under Redevelopment Agreement Dt. 29/05/2019 duly registered with Sub-Registrar of Assurance, Andheri Taluka on 29/05/2019 under Sr. No. BDR-1-5517-2019, the society with the consent and confirmation of its members has granted development rights in respect of the said property to the said M/S. REGENT SPACES for the consideration and on terms and conditions stated therein.

(xv) It appears that, pursuant to the said Development Agreement Dt. 29/05/2019, the society has also executed a Power of Attorney Dt. 29/05/2019, in favour of the partners of the said M/S. REGENT SPACES. The said Power of Attorney Dt. 29/05/2019 is also duly registered with Sub-Registrar of Assurance, Andheri Taluka, on 29/05/2019, under Sr. No. BDR-1-5518-2019



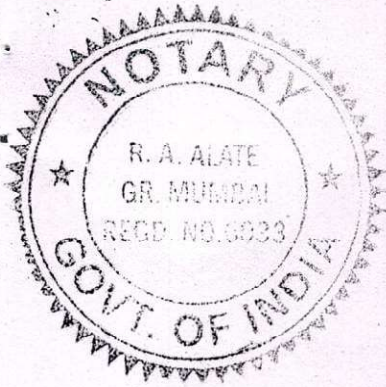
We refer to and rely upon the public notice published in two newspaper namely Free Press Journal in English and Nav Shakti in Marathi on 02/10/2018 by Vinod Mistry & Company, Advocates, Solicitors & Notary inviting objection from any person having any share, right, title and interest in the said Property and to be submitted to them within 14 days from

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the date of publication of the said Public Notice. The said Vinod Mistry & Company, Advocates, Solicitors & Notary have issued their Certificate Dt.04/06/2019 bearing No. A/2778/767/2019 stating that in response to the said Public Notice they had not received any objection from any person.

(xvii) We refer to and rely upon the search carried out by our search clerk S.D.JADHAV, and as per his search report Dt.08/07/2019 no charge or encumbrance is found on the said property

(xviii) In the circumstances, we hereby certify that, in our opinion, subject to whatever stated above, the prima facie title of M/S. REGENT SPACES to develop the said Property more particularly stated in Schedule hereunder written as disclosed by the relevant documents, is marketable, free from all encumbrances and charges and that the said M/S. REGENT SPACES is entitle to develop the said property.



This Title Certificate has been issued on the strict understanding and agreement that the same is for the limited purpose of prima facie certification of title for the development of the said Property and for no other purpose, it being clearly agreed and understood that the certification for any other purpose shall be issued after due investigation of title, as such advocate may deem fit.

Further it being clearly agreed and understood that this Title Certificate is issued on perusal of the photocopies of documents and averments made in Agreements, Papers and Documents referred above and that no original documents



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are produced before us and we have relied upon the photocopies of documents produced before us.

SCHEDULE OF THE PROPERTY

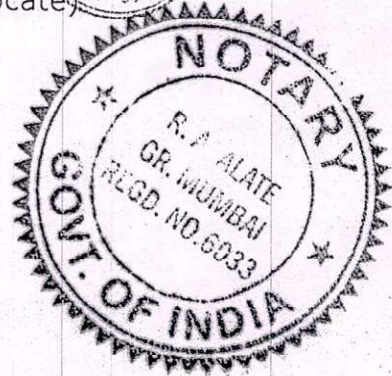
All that piece and parcel of Plot of Land bearing Final Plot No. 148 as per Town Planning Scheme, Vile Parle No. V Final admeasuring 1025.6 sq. mtrs (as per property card 978.2 Sq.mtrs.) bearing corresponding CTS No. 1130,1130/ 1 to 4, 1131, 1131/ 1 to 5, Village - Vile Parle (East), Taluka - Andheri, District - Mumbai Suburban situate at Malaviya Road, Vile Parle (East), Mumbai - 400 057.

Dated this 16th day of July, 2019

For M/s. Kirti Nagda & Associates

Mr. Kirti K. Nagda
(Proprietor / Advocate)

16/07/2019



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\\SMITA\Smita Data\Agreement\Development Agreement\Deepa CHS Ltd\Title Certificate - 16.07.2019.docx

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Form 88

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



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. P-2660/2019/(148)/K/E
Ward/FP/IOD/1/New

MEMORANDUM

Municipal Office,
Mumbai

To,

Shri. Kanwal R. Bohra Partner of M/S. Regent Spaces C.A. to Owner Deepa Co-op. Hsg. Scc. Ltd.
M/S. Regent Spaces 603, Inizio Cardinal Gracious Road, Chakala, Andheri (E) Mumbai-400099

With reference to your Notice 337 (New), letter No. 6377 dated. 3/7/2019 and the plans, Sections Specifications and description and further particulars and details of your buildings at Deepa Co-op Hsg Scc Ltd.148 furnished to me under your letter, dated 3/7/2019. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to date, my disapproval by reasons thereof :-

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

- 1 That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2 That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the work.
- 3 That the low lying plot will not be filled upto 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.
- 4 That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix)) will not be submitted by him.
- 5 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.
- 6 That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.

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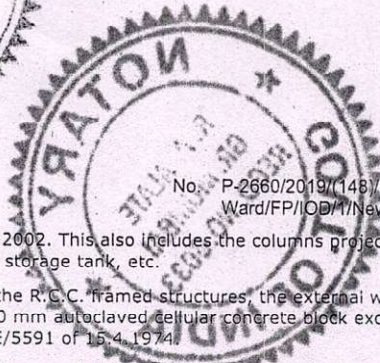
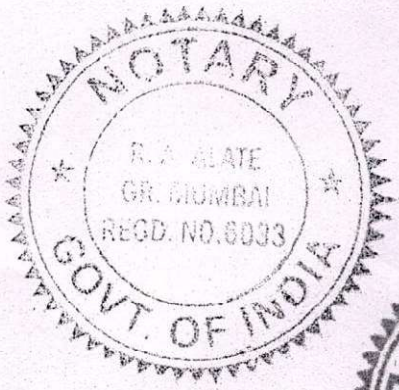
No. P-2660/2019/(148)/K/E
Ward/FP/IOD/1/New

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

बंदर - ११०		22	That the building will not be designed with the requirements of all relevant IS codes including IS code 11893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be intimated.
११९९		23	That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
२०२०		24	That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code

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No. P-2660/2019/148/K/E
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1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

- 25 That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 26 That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner
- 27 That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 28 That the registered undertaking for not misusing the part / pocket terraces / A.H.U.s. and area claimed free of F.S.I. will not be submitted.
- 29 That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted.
- 30 That the N.O.C. from E.E.[T&C] for parking layout in the Stilt shall not be submitted
- 31 That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted
- 32 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 floors etc.
- 33 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.TPB-4307/396/CR-24/2007/UD-11 dt.6/6/2007 shall not be submitted
- 34 That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O.[K/West].
- 35 That the RUT shall not be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will be submitted.
- 36 That the necessary remarks for training of nalla/construction of SWD will not be obtained from Dy. Ch.Eng. (SWD) City and Central Cell before plinth C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building
- 37 That the debris removal deposit of Rs. 45,000/- or Rs. 22/- per sq.mtr. of the built up area, whichever is less will not be paid before further C.C
- 38 That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with
- 39 That the N.O.C. from Collector -- M.S.D. for excavation of land shall not be submitted
- 40 That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- 41 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.

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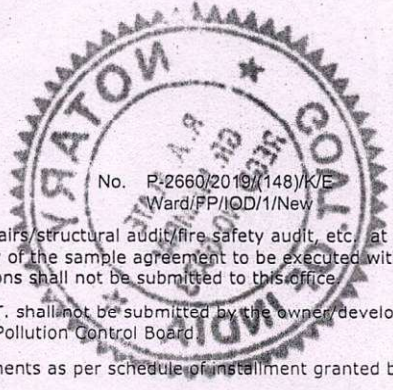
- 42 That the developer will not intimate the prospective buyer and existing tenants regarding concessions availed for deficiency in open space, deficient parking space, etc. as well as not objecting neighbourhood development with deficient open spaces etc. and the clause shall not be incorporated in sale agreement so as to make aware prospective buyer/ members about deficient open space/maneuvering spaces
- 43 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 bldg. in the sale agreement of flats.
- 44 That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC/ Consultants Remarks 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.
- 45 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
- 46 That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- 47 That the RUT shall not be submitted stating that the difference of payment for additional 50% FSI shall be paid and calculated as per the revision of rates by the Government from time to time as per the condition No.5 mentioned in Notification and circular before requesting for C.C.
- That the RUT shall not be submitted regarding any adverse clarification received from Government of Maharashtra in respect of condition No.7 of Govt. notification No.TPB-4308 /776/CR-127/2008/UD-11 dtd. 10.4.2008 and new Govt. notification dtd. 24.10.2011 i.e. regarding consent of society / occupants regarding utilization of 0.50 FSI on prorata basis.
- That the letter from owner stating that they will accept the refund of additional 50% FSI premium paid, without claiming any interest thereon, if the development proposal is not approved / rejected by M.C.G.M. shall not be submitted
- That the work shall not be carried out between sunrise and sunset between 6.00 am to 10 pm only in accordance with Rule 54(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment and Forest department from time to time shall not be duly observed. (As per circular No.CHe/DP/7749/Gen dtd.07.06.2016.
- 51. That the R.U.T. & Indemnity Bond shall not be submitted stating that owner/developer and concerned Architect/Lic. Surveyor shall compile and preserve the following documents. a) Ownership documents. b) Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas mounted plans. c) Copies of Soil Investigation Report. d) RCC details and canvas mounted structural drawings. e) Structural Stability Certificate from Lic. Structural Engineer. Structural audit reports. f) All details of repairs carried out in the buildings. g) Supervision certificate issued by Lic. Site Supervisor. h) Building Completion Certificate issued by Lic. Surveyor / Architect. i) NOC and Completion Certificate issued by C.F.O. j) Fire safety audit carried out as per the requirement of C.F.O. k) For incorporating remaining existing tenants in future amendments. The above documents shall be handed over to the end user/prospective society within a period of 30 days incase of redevelopment of properties and in other cases, within 90 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/ prospective society shall carry out



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necessary repairs/structural audit/fire safety audit, etc. at regular intervals as per requirement of C.F.O. A copy of the sample agreement to be executed with the prospective buyers incorporating the above conditions shall not be submitted to this office.

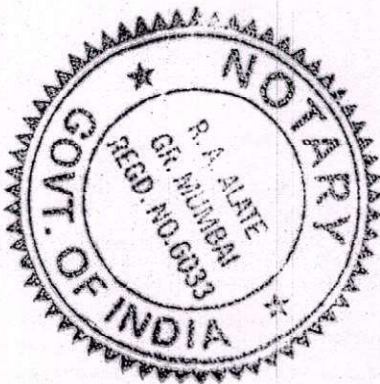
- 52 That the R.U.T. shall not be submitted by the owner/developer for maintaining the noise levels as per the norms of Pollution Control Board.
- 53 That the payments as per schedule of installment granted by the Dy.Ch.E.(B.P.)W.S.-I shall not be made
- 54 That the undertaking by the project proponent stating that they shall make aware to the prospective buyers in the project and the RERA Authorities about installment facility availed by them in various payments to be made to MCGM/Government and provision in the circular about initiating action by MCGM against default in payments on schedule date shall not be submitted.
- 55 That the RUT by the Developer/Owner/Society (The project proponent) stating that all the terms & conditions mentioned in the circular CHE/DP/14770/Gen dated 17/09/02019 shall be binding on them and the same will be followed scrupulously shall not be submitted.
- 56 That the Indemnity Bond by the project proponent indemnifying MCGM / MCGM staff against any disputes, litigation, RERA compliance etc. regarding the installment payment facility availed by them shall not be submitted
- 57 That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
- 58 That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case will not be complied with before starting demolition of structures and/or starting any construction work.
- 59 That adequate safeguards shall be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM NOC from SWM dept. shall be submitted
- 60 That the debris shall be managed in accordance with the provisions of Construction and Demolition Waste Management Rules.2016 and requisite Bank Guarantee as demanded by MCGM for faithful compliance of Waste/Debris Management plan with validity date shall not be furnished before demolition of structures or construction work.
- 61 That the B.G. shall be submitted as per Hon. S.C. directives and shall be revalidated from time to time and submitted to this office & record of debris disposal shall be maintained & uploaded on MCGM portal.
- 62 That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall not be taken and completion certificate to that effect shall not be submitted from the Licensed Structural Engineer.
- 63 That the dry and wet garbage shall not be separated and the wet garbage generated in the building shall not be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be incorporated by the Developer, as per the circular No.CHE/DP/00024/GEN dt.02.04.2016
- 64 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.

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- 65 That the RUT shall be submitted to disclose in sale agreement regarding inadequate floor to floor height of proposed building and regarding inadequate size of room.
- 66 That Indemnity bond M.C.G.M. & its staff for any risk, danger, dispute may arise due to proposed plinth with ground level.

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth.
- 2 That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
- 3 That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record
- 4 That the N.O.C. from A.A. & C. [K/West] shall not be submitted
- 5 That the plinth stability certificate from R.C.C. consultant shall not be submitted.
- 6 That the work-start notice shall not be submitted.
- 7 That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities / utilities for providing connection in his regard & advance connection [not commissioned] is taken as per the specifications
- 8 That the testing of building material to be used on the subject work shall not be done and results of same will not be submitted periodically.
- 9 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.
- 10 That the A.M.S.L. of the completed work upto plinth/stilt/podium level, as applicable, shall not be permitted and submitted.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- 1 That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 2 That some of drains will not be laid internally with C.I. pipes.
- 3 That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
- 4 That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- 5 That the 10' wide paved pathway upto staircase will not be provided
- 6 That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be leveled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 7 That the name plate, board showing plot no., name of the bidg. etc. shall not be displayed at a prominent place before O.C.C./B.C.C.
- 8 That the carriage entrance will not be provided before starting the work.



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