

514/76

Tuesday, January 02, 2024

10:42 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 82 दिनांक: 02/01/2024

गावाचे नाव: अंधेरी

दस्तावेजाचा अनुक्रमांक: बदर18-76-2024

दस्तावेजाचा प्रकार: पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव: अमृतबेन व्ही. बऊवा -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1500.00

पृष्ठांची संख्या: 75

एकूण:

रु. 1600.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:02 AM ह्या वेळेस मिळेल.

Joint S.R. Andheri-7

वाजार मूल्य: रु. 1/-

मोवदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 100/-

सह. मुख्य अधिकारी, अंधेरी क्र. ७
मुंबई नगरपालिका

1) देयकाचा प्रकार: DHC रकम: रु. 1500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1223211720202 दिनांक: 02/01/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012785850202324P दिनांक: 02/01/2024

बँकेचे नाव व पत्ता:

अमृतबेन व्ही. बऊवा,

A. V. Bawoo

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON.....

10/1/2024



सूची क्र.2

दुय्यम निबंधक : मह. दु.नि. अंधेरी 7

दस्त क्रमांक : 76/2024

नोंदणी :

Regn:63m

09/01/2024

गावाचे नाव : अंधेरी

(1) विलेखाचा प्रकार	पर्यायी जागेचा करार
(2) मोवदला	0
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते तसुद करावे)	1
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन : , इतर माहिती: मदनिका क्र.303,3 रा मजला, वी विंग अनामिका विल्डिंग, सर एम. व्ही. रोड, अंधेरी पूर्व, मुंबई - 400069. मदनिकेचे क्षेत्रफळ - 707 चौ. फुट रेग कारपेट. ((C.T.S. Number : 647 A AND 647 B ;))
(5) क्षेत्रफळ	1) 72.27 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स न्यू इंडिया कंस्ट्रक्शन्स तर्फे भागीदार कुंतल एत. शाह - वय:-47; पत्ता:-प्लॉट नं: ए / 401, माळा नं: -, इमारतीचे नाव: व्हॉटेक्स विकास, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुंबई. पिन कोड:-400069 पॅन नं:-AAUFN6781B 2): नाव:-अनामिका भुवन को. ऑ. हौ. मो. लि. तर्फे चेअरमन मणीलाल के. देहीया - वय:-75; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. मो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुंबई. पिन कोड:-400069 पॅन नं:-AACAA4722E 3): नाव:-अनामिका भुवन को. ऑ. हौ. मो. लि. तर्फे सेक्रेटरी मोहन एम. जैन - वय:-64; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. मो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुंबई. पिन कोड:-400069 पॅन नं:-AACAA4722E 4): नाव:-अनामिका भुवन को. ऑ. हौ. मो. लि. तर्फे ट्रेझरर गांगजी शामजी शाह - वय:-77; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. मो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुंबई. पिन कोड:-400069 पॅन नं:-AACAA4722E
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-अमृतवेन व्ही. वरुवा - वय:-64; पत्ता:-प्लॉट नं: ए / 3, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुंबई. पिन कोड:-400069 पॅन नं:-AQHPB1454A
(9) दस्तऐवज करून दिल्याचा दिनांक	02/01/2024
(10) दस्त नोंदणी केल्याचा दिनांक	09/01/2024
(11) अनुक्रमांक, खंड व पृष्ठ	76/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14) शेर	

मुल्यांकनामाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



दस्तासोबत सूची क्र. II

खरी प्रत

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

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Ms New India Construction	eChallan	10000502023122107137	MH012785850202324P	100.00	SD	0006999011202324	02/01/2024
2		DHC		1223211720202	1500	RF	1223211720202D	02/01/2024
3	Ms New India Construction	eChallan		MH012785850202324P	100	RF	0006999011202324	02/01/2024

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



CHALLAN
MTR Form Number-6



GRN	MH012785850202324P	BARCODE			Date	21/12/2023-17:18:54	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	BDR18 __JT SUB REGISTRAR ANDHERI 7			Full Name	Ms New India Construction			
Location	MUMBAI			Flat/Block No.	Flat no B 303 3rd Floor B-Wing			
Year	2023-2024 One Time			Premises/Building	Anamika M V Road			
Account Head Details	Amount In Rs.			Road/Street	Andheri East			
0030045501	Stamp Duty		100.00	Area/Locality	Andheri East			
0030063301	Registration Fee		100.00	Town/City/District				
				PIN		4	0	0
				Remarks (If Any)	SecondPartyName=Amrutben V Bauva~			
				Amount In	Two Hundred Rupees Only			
				Words				
Total	200.00							
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN	Ref. No.	10000502023122107137	9916304765625	
Cheque/DD No.				Bank Date	RBI Date	21/12/2023-17:19:19	27/12/2023	
Name of Bank				Bank-Branch	STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date	1014153 , 27/12/2023			

Department ID :

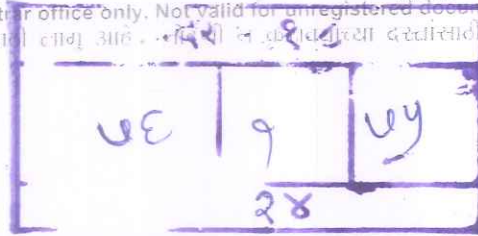
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

संदर्भ चालान केवल दायम निबंधक (असहज) और निबंधक दस्तावेजों को लागू आदि... (Hindi text)

Challan Defaced Details

Signature Not Verified

Digitally signed by DS,
DIRECTORATE OF ACCOUNTS
AND TREASURIES MUMBAI 02
Date: 2024.01.02 10:43:58 IST
Reason: GRAS Secure Document
Location: India



Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-514-76	0006999011202324	02/01/2024-10:42:49	IGR555	100.00
2	(iS)-514-76	0006999011202324	02/01/2024-10:42:49	IGR555	100.00
Total Defacement Amount					200.00



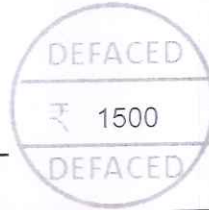


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1223211720202	Receipt Date	02/01/2024
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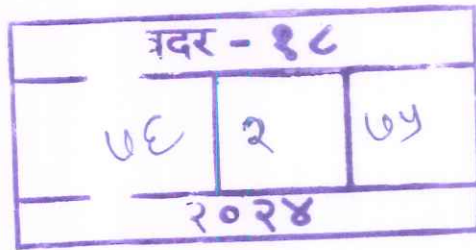
Received from DHC, Mobile number 9988888888, an amount of Rs.1500/-, towards Document Handling Charges for the Document to be registered on Document No. 76 dated 02/01/2024 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.

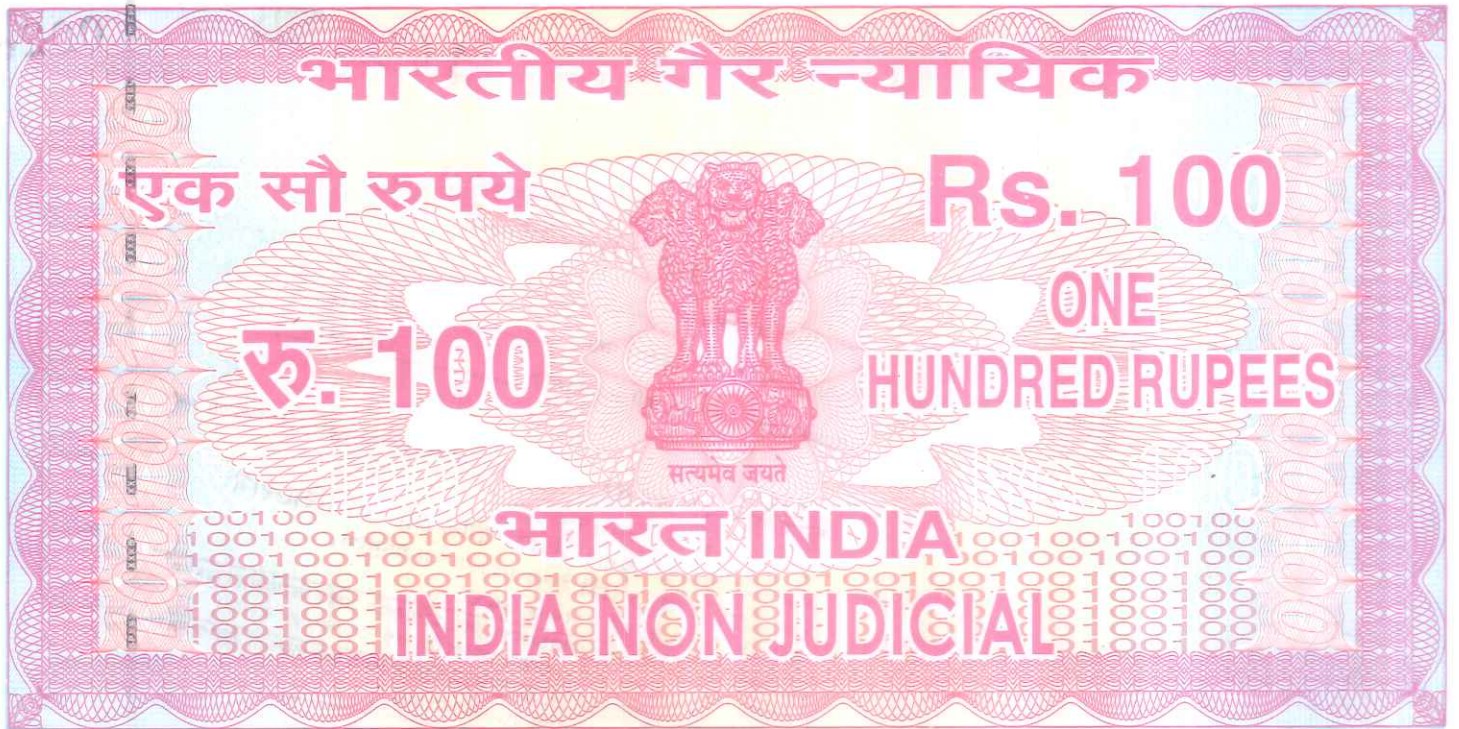


Payment Details

Bank Name	SBIN	Payment Date	21/12/2023
Bank CIN	10004152023122119155	REF No.	372106151151
Deface No	1223211720202D	Deface Date	02/01/2024

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





महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क. ८००००९५
 - 5 DEC 2023
 सक्षम अधिकारी

श्रीमती उल्का पाटील

AGREEMENT

THESE ARTICLES OF AGREEMENT is made and entered into at Mumbai this ^{02nd} day of Jan..... in the Christian Year of Two Thousand and Twenty Three (2024).

BETWEEN

M/S. NEW INDIA CONSTRUCTIONS, a Partnership Firm registered under the Indian Partnership Act, 1932, having its office at 401-A, Vertex Vikas, Sir M. V. Road, Andheri (East), Mumbai 400069, hereinafter referred to as the "Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners for the time being and from time to time of the said firm and the last survivor of them and his/her/their heirs, executors, administrators and assigns) of the FIRST PART;

AND

<u>2.2.2024</u>	<u>A. V. Baidole</u>	<u>(m.k.)</u>	<u>Shri</u>	<u>उल्का</u>
Developer	Member		Society	



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 २०२४

14 DEC 2023

002856

अनुसूची - ५ Annexure
मूद्रांक पत्रिकासाठी Only for Affidavit

मूद्रांक विवक्त घेणाऱ्याचे नाव

मूद्रांक विवक्त घेणाऱ्याचे रहिवाशी पत्ता

मूद्रांक विक्रीबाबतची नोंद घेई अनु. क्रमांक

NEW INDIA CONSTRUCTIONS

401 A Wing Vortex Vikas

दिनांक
Sri Nivaran East-400 069.

परवानाधारक मूद्रांक विक्रीबाबतची नोंद

मूद्रांक विवक्त घेणाऱ्याची सही

परवाना क्रमांक : ८००००९५

मूद्रांक विक्रीबाबतची नोंद घेई अनु. क्रमांक

अंधेरी (पूर्व), मुंबई - ४०० ०६९.

शासकीय न्यायालय/न्यायालयासमोर प्रतिलिपि सादर करणेसाठी मूद्रांक

घेणाऱ्याची आवश्यकता नाही. (शासन आदेश दि. ०९/०७/२०१४ क्रमांक)

ज्या कारणासाठी मूद्रांक घेई अनु. क्रमांक घेई अनु. क्रमांक घेई अनु. क्रमांक

घेणाऱ्याबाबतची नोंद घेई अनु. क्रमांक घेई अनु. क्रमांक घेई अनु. क्रमांक



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MRS. AMRUTBEN V. BAUVA, Adult, Indian Inhabitant/s of Mumbai, residing at Flat No. A-3, "Anamika Bhuvan", Sir M. V. Road, Andheri (East), Mumbai-400 069, hereinafter called the "**Member**" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include his / her / their heirs, executors, administrators and assigns) of the **SECOND PART**;

AND

ANAMIKA BHUVAN CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society registered under the Maharashtra Co-operative Societies Act, 1960, under Registration No. BOM/HSG/4894 of 1976, having its registered office at Sir M. V. Road, Andheri (East), Mumbai-400 069, hereinafter referred to as the "**Society**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Existing Members for the time being and from time to time of the Society, its successors-in-title and permitted assigns) of the **THIRD PART**.

WHEREAS:

- A. The Society is the owner of all that piece or parcel of land bearing Plot No. 63-B, Survey No. 31, Hissa No. 1 (Part), Old C.T.S. Nos. 647, 647/1 to 6 and 648, 648/1 to 3, and now bearing New C.T.S. Nos. 647A and 647B, aggregately admeasuring 1712.40 Square Meters or thereabouts of Village Andheri, Taluka-Andheri, in the Registration District and Sub-District of Mumbai Suburban, more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "**said Plot**") together with one Chawl known as "Shah Building" and one Building known as "Anamika Bhuvan" standing thereon (hereinafter referred to as "**the Existing Chawl**" and "**the Existing Building**", respectively).
- B. The said Plot, the Existing Chawl and the Existing Building, individually, are hereinafter collectively referred to as "**the said Property**", wherever the context or meaning thereof so admit and confirm; and the Existing Chawl and the Existing Building, individually, are hereinafter collectively referred to as "**the Existing Structures**", wherever the context or meaning thereof so admit and confirm;
- C. By a Development Agreement dated 21st August, 2023, registered with the Joint Sub-Registrar of Assurances, Andheri No. 7, at Mumbai under Serial No. BDR-18/14560/2023, made and executed between the Society, its 29 Existing Members, including the Member herein, and 9 Tenants and the Developer, the Society and the said Existing Members have granted to and in favour of the Developer the exclusive rights to redevelop the said Property by demolishing the Existing Structures and constructing on the said Plot, one or more new building/s, at and for the consideration and on the terms and conditions contained therein (hereinafter referred to as "**the said Development Agreement**");
- D. Pursuant to the said Development Agreement, the Society has executed a General Power of Attorney dated 21st August, 2023, in favour of the Developer (*acting through its duly authorised partners*) to enable the Developer to carry out and complete, full, free and uninterrupted development of the said Property by utilizing the complete development potential of the said Plot and also to deal with various authorities including the Municipal Corporation of Greater Mumbai and other planning authorities under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "**the Planning Authority**") and for selling and otherwise creating third party rights in respect of the Free Sale Area (*as defined in the said Development Agreement*) in accordance with the said Development Agreement, as more particularly set out in the said Development Agreement. The said Power of Attorney is registered with the Joint Sub-Registrar of Assurances, Andheri No. 7, at Mumbai under Serial No. BDR-18/14566/2023;

E. The Member herein is a member of the Society and as such member, was holding 10 Shares







Developer	A. V. Bauva	(MKR)		
	Member			
				Society

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of Rs. 50/- each bearing Distinctive Nos. 21 to 30 (both inclusive) under Share Certificate No. 3. issued by the Society, (hereinafter referred to as “the said Shares”). A copy of the said Share Certificate is annexed herewith and marked as Annexure-‘A’;

- F. As such Member of the Society, the Member is seized and possessed of Flat No. A-3, admeasuring 525 Square Feet Carpet Area, on the Ground Floor, A-Wing of the Existing Building presently standing on the said Plot, and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the “said Existing Premises”);
- G. Prior to the execution of the said Development Agreement, the Society submitted the plans and proposal to the Municipal Corporation of Greater Mumbai for construction of the New Building with three Wings viz. Wing-A consisting of Ground Floor containing Shops + 1st Floor containing Offices + 2nd to 10th Floors containing Residential Flats, Wing-B consisting of Stilt with stack parking + 1st to 10th Floors containing Residential Flats and Wing-C consisting of Stilt with stack parking + 1st to 10th Floors containing Residential Flats and a Mechanized Car Parking Tower adjacent to Wing-“C” (hereinafter referred to as “the Proposed New Building”), and the MCGM has issued an Intimation of Disapproval (IOD) thereon bearing No. CHE/WS/4902/K/E/337 (NEW)/IOD/1/New dated 31st December, 2021, in respect of the part of the said new building. A copy of the said IOD dated 31st December 2021 is hereto annexed and marked as Annexure-‘B’;
- H. Subsequently, after obtaining approval of the Society, the Developer submitted the amended plans to the MCGM in accordance with the applicable provisions of the DCPR and while sanctioning the said Amended Plans, the MCGM issued the Amended Intimation of Disapproval (IOD) thereon bearing No. CHE/WS/4902/K/E/337(NEW)/IOD/1/Amend dated 12th December, 2023, a copy whereof is hereto annexed and marked as Annexure-‘B-1’;
- I. While sanctioning the said plans the MCGM has laid and shall from time to time, lay down various terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said Property and also to be observed and performed by the Allottees/Purchasers of various premises in the new building including the Member herein;
- J. While sanctioning the said plans the MCGM has granted the concessions for open space deficiencies;
- K. The Society and the Developer have brought to the notice of the Member, that the Society and the Developer have executed and shall be required to execute various Undertakings and also to register the same with the Sub-Registrar, Andheri, Mumbai in favour of the MCGM and thereby to agree and undertake, *interalia*:
- to hand over the set back Plot of the said Property free of compensation to MCGM and to transfer the same in the name of MCGM;
 - that the part/pocket terraces, servant’s toilets, stilt portion will not be misused in future;
 - that they shall make aware the prospective Allottees/Purchasers about utilization of fungible F.S.I.;
 - that the building under reference is deficient in open spaces and MCGM will not be liable for the same in future;
 - that the Allottees/Purchasers shall not take any objection for the neighbourhood development with deficient open space in future;
 - that the buyer/allottee will not hold MCGM liable for any failure of mechanical parking system in future;



	A.V. Bandy			
Developer	Member		Society	

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- g) that the excess area if constructed beyond permissible FSI will be demolished.
- L. The Member hereby agree and undertake to abide by the said undertakings given by the Society and to be given by the Developer as if the same are given by the Member, insofar as the same relates to the Member, including as follows:
- That the meter cabin, stilt and podium portion, society office, servant toilets, pocket/part terrace will not be misused at any time in future;
 - That the open spaces, elevation features, chhajjas, ornamental projections, stilt portion parking spaces, voids, canopy and areas claimed free of F.S.I. if any shall not be misused in any manner at any time and in future;
 - That he / she/ they will not object to the adjoining plot holders for the development of their respective plots with open space deficiency and NOC for the development of the buildings in the adjoining plots shall be given as and when they come forward for their development of property with deficient open space.
 - That the Fungible F.S.I. is proposed to be utilized on the said Plot as per the concession availed from the Municipal Commissioner.
- M. The Developer has brought to the notice of the Society and the Member, the Conditions of the IOD. The Society and the Member hereby agree and undertake that as required by the MCGM, the Dry and Wet Garbage shall be separated and Wet Garbage generated in the proposed New Building shall be treated separately on the said Plot by the occupants of the said new building;
- N. The Developer has entered into a standard agreement with an Architect M/s. Ray Consultants (Mr.A. A. Mehta), registered with the Council of Architects and such agreement was as per the agreement prescribed by the Council of Architects, who was originally appointed by the Society and has been continued by the Promoter. The Developer has appointed a Structural Engineer, M/s. Neel Solutions (Mr. Neelkanth Joshi), for the preparation of the structural design and drawings of the said new building and the Developer accepts the services of the Architects and Structural Engineers till the completion of the said new building;
- O. The Member has inspected the said sanctioned Plans, I.O.D. and the amended plans;
- P. In consideration of the Member having given his / her / their irrevocable consent to the Developer for the purpose of demolition of the Existing Building, including the said Existing Premises and redevelopment of the said Property, the Developer hereby agree to provide the Member with a Permanent Alternate Accommodation bearing Flat No. B-303, admeasuring 707 Square Feet Carpet Area (as defined under RERA), on 3rd Floor, in Wing- B of the said New Building, known as 'Anamika' proposed to be constructed by the Developer on the said Plot and more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as "**the New Premises**"), on ownership basis, free of all costs, in lieu of the said Existing Premises, as more particularly agreed under the said Development Agreement;
- Q. The carpet area of the New Premises is 65.68 Square Meter equivalent to 707 Square Feet, and "carpet area" means the floor area of the New Premises, excluding the area covered by the external walls, areas under services shafts, or verandah area and exclusive open terrace area appurtenant to the New Premises for exclusive use of the Member, but includes the area covered by the internal partition walls of the New Premises and the balcony / deck, if any, appurtenant to the New Premises for exclusive use of the Member;
- R. The Developer shall register the Project of redevelopment of the said Property under the provisions of RERA with the Maharashtra Real Estate Regulatory Authority (MahaRERA) upon obtaining the sanction to the amended plans and the Commencement Certificate for



Developer	A.V. Baulu	(MKN)	Business
	Member		Society

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construction of the said New Building;

S. The Developer is required to execute a written Agreement for allotment of the New Premises as and by way of Permanent Alternate Accommodation to the Member, being in fact these presents and also to register the same under the Registration Act, 1908.

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

1. RECITALS – BINDING UPON THE PARTIES:

The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.

2. DECLARATION AND REPRESENTATION BY DEVELOPER AND SOCIETY:

The Society and its 29 Members including the Member herein and 9 Tenants, have entered into the Development Agreement dated 21st August, 2023, with the Developer for development of the said Property, on the basis of which, the Developer has agreed to provide to the Member, permanent alternate accommodation, free of costs, on ownership basis as mentioned hereinabove.

3. DECLARATION AND REPRESENTATION BY THE MEMBER:

3.1 That the Member is/are the sole / joint owner/s in respect of the said Existing Premises and the said Shares;

3.2 That no persons other than the Member is in possession of the said Existing Premises;

3.3 That no persons other than the Member has any right, title, interest, claim, demand or dispute of any nature whatsoever in respect of the said Existing Premises and/or the said Shares;

3.4 That the Member has/have not entered into any agreement or arrangement or understanding with any other person or persons either in respect of the said Shares or his/her/their rights and interest in the said Existing Premises;






3.5 That no order is passed by the Registrar of Co-operative Societies for cancellation of Membership of the Member in the Society;

3.6 That the Member has/have paid all maintenance charges, dues, taxes, outgoings, rates and cess in respect of the said Existing Premises till this date and there are no arrears nor has any notice been issued by the Society, M.C.G.M. any other authority for recovery of any such dues;

3.7 That, the Member has/have not entered into any agreement nor contracted to create any encumbrances, right, title or interest in favour of any other person or persons nor he/she/they has/have done or committed to do any act, deed, thing or matter whereby or by means whereof his/her/their right, title or interest in respect of the said Existing Premises and/or the said Shares is/or can be adversely affected and/or prejudiced;

3.8 That, the title to the said Existing Premises and the said Shares is clear and marketable and free from all claims and encumbrances, and that the Member has/have not done or allowed or permitted to be done any act, deed, matter or thing



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that may have resulted or tantamount to result in encumbering, charging, alienating, or creating a third party rights or lien over the said Existing Premises and/or the said Shares in any manner whatsoever;

- 3.9 That, the said Existing Premises and/or the said Shares have not been the subject matter of any pending litigation or any attachment, either before or after judgment nor the same are or is subject to lis-pendens or custodia legis or attachment or prohibitory order issued by any Court or the Income Tax Authority or any other department of the State or Central Government or other Authority, whereby the Member is/are prevented or restrained from entering into this transaction and handing over actual, physical and peaceful possession of the said Existing Premises to the Developer as envisaged in these presents;
- 3.10 That the Member has/have not at any time and in any manner transferred, gifted, alienated and/or offered as security for any loan and/or mortgaged or charged and/or in any manner encumbered the said Existing Premises or any part thereof and/or the said Shares and the same is otherwise free from all encumbrances whatsoever;
- 3.11 That there is no claim or suit or proceedings or litigation pending or filed by and/or against the Member in respect of the said Existing Premises and/or the said Shares in any court or tribunal or judicial or revenue authority;
- 3.12 That the Member has/have not been declared as Assessee/s in Default under any provisions of the Income Tax Act 1961 and/or Wealth Tax Act and that no Notice in that behalf and/or in respect thereof has been issued to and/or received by the Member.

4. CONSENT FOR DEMOLITION/REDEVELOPMENT:

The Member hereby agrees, declares and confirms that, at the request of the Developer and upon the Developer agreeing and undertaking to allot and provide to the Member the New Premises by way of permanent alternate accommodation as if on ownership basis, free of all costs, in lieu of the said Existing Premises, the Member hereby give his / her / their irrevocable consent and no objection for demolition of the said Existing Premises and for development of the said Plot by the Developer, subject to the terms and conditions of the said Development Agreement and agreed hereunder.

5. COMPENSATION TO THE MEMBER:

- 5.1 The Developer shall pay to the Member a sum ₹ 34,125/- (Rupees Thirty Four Thousand One Hundred Twenty Five only) per month from January 2024 to December 2024 and a sum ₹ 36,750/- (Rupees Thirty Six Thousand Seven Hundred Fifty only) per month from January 2025 to December 2025 and a sum ₹ 39,375/- (Rupees Thirty Nine Thousand Three Hundred Seventy Five only) per month from January 2026 to December 2026, towards the monthly compensation to enable the Member to pay the license fee/compensation to avail temporary alternate accommodation during the period of construction of the Proposed Building (hereinafter referred to as "the Monthly Displacement Compensation").
- 5.2 The Developer has along with the Vacating Notice (as defined in the said Development Agreement) handed over to the Society 12 (Twelve) Post Dated Cheques (PDCs) issued in the name of the Member towards the payment of the Monthly Displacement Compensation for the initial period of 12 (Twelve) months, as agreed under the said Development Agreement. The Member shall be entitled to



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collect the said PDCs from the Society at the time of handing over vacant and peaceful possession of the said Existing Premises to the Society to enable the Society to handover the possession of the said Property with vacant building / chawl (save and except shop No.1 and No.2) in terms of Vacating Notice and thereafter to encash the said post-dated cheques on the respective due dates of the said cheques.

- 5.3 One month before the expiry of the initial period of 12 (Twelve) months, the Developer shall hand over to the Member further 12 (Twelve) post-dated cheques, for the payment of Monthly Displacement Compensation for the next period of 12 (Twelve) months.
- 5.4 One month before the expiry of the second period of 12 (Twelve) months, the Developer shall hand over to the Member further 12 (Twelve) post-dated cheques for the payment of Monthly Displacement Compensation for the next period of 12 (Twelve) months.
- 5.5 It is clarified that the Developer shall continue to be liable to pay the Monthly Displacement Compensation to the Member on a monthly basis in the manner agreed under the said Development Agreement, till expiry of period provided in Notice to occupy or take possession of his /her New Premises, irrespective of any force majeure events, including pandemic etc.
- 5.6 In the event, if the Member is holding any post-dated cheque/s towards the Monthly Displacement Compensation at the time of offer made by the Developer to handover possession of the New Premises to the Member, then and in such an event, the Member shall return such unutilised post-dated cheque/s to the Developer at the time of taking possession of his /her New Premises from the Developer.
- 5.7 On or before the execution of this Agreement the Developer has also paid to the Member a sum of ₹ 34,125/- (**Rupees Thirty Four Thousand One Hundred Twenty Five only**), as an additional onetime compensation in order to enable the Member to defray the brokerage charges for availing the temporary alternate accommodation (hereinafter referred to as "**the Brokerage Defrayment Compensation**").
- 5.8 On or before the execution of this Agreement the Developer has also paid to the Member a sum of ₹ 15,000/- (**Rupees Fifteen Thousand only**) as the compensation for reimbursement of costs to be incurred by the Member towards shifting to the temporary alternate accommodation. The Developer agrees to pay to the Member a further sum of ₹ 15,000/- (**Rupees Fifteen Thousand only**) as the compensation for reimbursement of costs to be incurred by the Member towards the shifting to the Member's New Premises in the Proposed Building (hereinafter referred to as "**the Shifting Compensation**"), at the time of handing over possession of the New Premises to the Member.
- 5.9 The Developer shall pay as onetime interest free security deposit amount of ₹ 1,00,000/- (**Rupees One Lakh only**) to the Member, against he/she / they handing over the possession of his / her / their Existing Premises to the Society in term of the Vacating Notice (*as defined in the said Development Agreement*), in order to enable the Member to make payment of security deposit, if any, for availing the temporary alternate accommodation (hereinafter referred to as "**the Security Deposit**"). The Member shall be liable to refund the Security Deposit to the Developer on or before taking possession of his / her / their New Premises (*as defined hereinafter*) from the Developer.

6. **HANDING OVER POSSESSION OF THE EXISTING PREMISES TO THE SOCIETY:**



Developer	Member	Society	

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- 6.1 The Member agrees and undertakes to handover quiet, vacant and peaceful possession of his/her said Existing Premises in the Existing Building to the Society on or before 30th January 2024 (hereinafter referred to as “**the Vacating Date**”). Time being an essence for handing over possession of the said Existing Premises by the Member to the Society.
- 6.2 If the Member fails or neglects to vacate and handover vacant and peaceful possession of the said Existing Premises to the Society on or before the Vacating Date, he / she / they shall be liable to pay to the Developer the liquidated damages of Rs. 75,000/- (Rupees Seventy Five Thousand only) per day of delay in carrying out his/her said obligation. It is agreed that the liquidated damages agreed hereunder is the reasonable compensation payable by the Member to the Developer, in keeping with the fact that the Developer would be liable to bear and pay substantial amount of money in making various payments to the Society’s Members and Tenants.
- 6.3 It is agreed that the rights of the Member in the said Existing Premises shall not be deemed to have been transferred and/or extinguished at the time or by virtue of his/her / their handing over possession of the said Existing Premises to the Developer for demolition and redevelopment or otherwise. It is agreed by and between the parties hereto that upon execution of this Agreement, the Member’s rights, title and interest in the Existing Premises shall stand extinguished and merged in the said New Premises hereby allotted to the Member in lieu of his/her/their Existing Premises.

7. ALLOTMENT OF NEW PREMISES / THE MEMBER’S RIGHTS:

- 7.1 Subject to the terms hereof and of the said Development Agreement, the Society has retained and reserved the Members New Flats in the said proposed New Building and in its Special General Body Meeting held on 06-08-2021 made allotment of the Members New Flats to its respective members as per Annexure- ‘C’ hereto and accordingly the Developer hereby agrees and undertakes to reserve and provide to the Member the New Premises as and by way of his / her / their permanent alternate accommodation, bearing **Flat No. B-303**, admeasuring **707 Square Feet Carpet Area** (as defined under RERA) (+/- 2%), on the **3rd Floor**, in ‘**B**’ Wing of the New Building proposed to be constructed by the Developer on the said Plot and proposed to be known as “**Anamika**”, as delineated on the typical floor plan Annexure- ‘D’ hereto and thereon shown surrounded with red colour boundary line and more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as “**the New Premises**”), as if on ownership basis, free of all costs, in lieu of the said Existing Premises. It is agreed that in the event of any amendments or modifications of the Plans for the said New Building, the location and layout of New Premises and the carpet area of the New Premises will not be reduced or changed and the Member shall be allotted and provided with the New Premises of same area at same location, as above.
- 7.2 It is agreed between the parties that the amendment of plan is pending for approval of Competent Authority and hence the Parties agree and acknowledge that a change/variation in area of the New Premises up to a maximum carpet area of $\pm 2\%$ (plus or minus) is acceptable to each Party and accordingly compensation for plus or minus area shall be paid as per provisions of Development Agreement. However, in case the area of the New Premises upon completion admeasures less than that assured in this Agreement, the Developer shall compensate the Member with the compensation calculated at the rate of ₹ 27,560/- (Rupees Twenty Seven Thousand Five Hundred Sixty only) per square feet of the deficit carpet area beyond 2%. Whereas, in case the area of the New Premises admeasures more than that assured in this Agreement then the Member shall compensate the




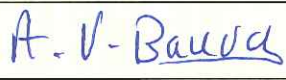
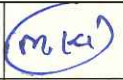


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Developer with the compensation calculated at the rate of ₹ 27,560/- (Rupees Twenty Seven Thousand Five Hundred Sixty only) per square feet of the additional carpet area beyond 2% of the New Premises.

- 7.3 The Developer shall provide fixtures, fittings and amenities in the New Premises as more specifically mentioned in Annexure-‘E’ hereto (being the same as Annexure ‘L’ to the said Development Agreement). It is clarified that fixtures, fitting and amenities would not be manufactured or produced by the Developer and that the same would be sourced from third party vendors/suppliers. The Developer shall not be responsible to repair and/or replace the same or liable against manufacturing defects. However, before handing over possession of the New Premises or issuance of the Occupation Certificate, whichever is earlier, the Developer shall give notice to the Society to take inspection of New Premises to verify the correctness of carpet area and/or provisions of all amenities as per the said Development Agreement and during inspection if any defect in any such fixtures, fitting or amenities is noticed by the Society the same will be brought to the notice of the Developer, and the same shall be repaired or replaced by the Developer at its own costs before offering the possession of the New Premises to the Member. At the time of offering possession of New Premises as per Notice to Occupy, the Developer shall handover original Warranty / Guaranty Card/Acknowledgement with respect to each amenities provided by Vendor to enable the Society / Member to remedy the Defects.
- 7.4 The Society and Member do and each of them doth hereby confirm that the Developer shall not be liable to provide any other additional specifications, fixtures, fittings, and amenities in the Members’ and Members’ New Premises or in the Proposed New Building, save as set out in Annexure-‘E’. It is specifically agreed between the Parties hereto that the Developer shall have the right to change/substitute the said fixtures, fittings or amenities, in the event of any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason/s beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled, after intimation to the Society, to choose, the substitutes and/or alternatives as the Developer may deem fit, in order to enable the Developer to offer possession of the New Premises to the Member within the time stipulated herein. The Developer shall however make reasonable endeavors to ensure that such substitutes and/or alternatives are similar or higher in specifications to the amenities as hereunder agreed, in quality and value. The Society and Member agree that the Member shall not claim any rebates/amounts/compensation from the Developer on account of such change/substitution.
- 7.5 All common amenities and facilities that may be provided in the proposed New Building shall be for the common use of all members of the Society viz. the Existing Members, Tenants and New Members (purchasers of the Developer’s Sale Area).
- 7.6 The proposed New Building to be constructed on the said Plot including the common areas, facilities, premises and amenities as per Annexure ‘E’ in the said Project shall belong to the ownership of the Society. The Member herein being one of the member of the society shall be entitled to use, occupy and possess the said New Premises as if on ownership basis as per Bye Laws of the Society and enjoy all amenities in the project as member of the said New Premises together with new members on account of purchase of new additional premises through Developer shall also be entitled to enjoy the said amenities at par with existing members.



				
Developer	Member		Society	

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8 POSSESSION OF NEW PREMISES:

- 8.1 Subject to Force Majeure event, the Developer shall complete construction of the said New Building, and obtain the Full Occupation Certificate in respect thereof and offer to hand over possession of the New Premises to the Member, within a period of 24 (twenty four) months + grace period of 6 (Six) months from the date of first Commencement Certificate.
- 8.2 Upon completion of construction of the New Premises and obtaining Full Occupation Certificate in respect thereof, the Developer shall give 30 (Thirty) days' notice to the Society along with a copy of the said Occupation Certificate to take possession of all the members New Premises and the Society shall inform the Member to take possession of his/her / their New Premises. The Member shall be liable to take/accept possession of the New Premises within the said notice period of 30 (Thirty) days from date of such notice from the Developer. On the expiry of the said notice period of 30 (Thirty) days, the Developer's obligation to pay the Monthly Displacement Compensation shall stand discharged irrespective of the Member taking possession of his/her / their New Premises or not. The Developer shall offer the possession of New Premises defect and deficient free in terms of the Development Agreement, failing which the Society and the Member shall not be bound to accept the possession of New Premises till the defects in the New Premises is cured by the Developer which are brought to their notice by the Society during inspection prior to offering the possession of New Premises as agreed herein above and the Developer's liability to pay the monthly displacement compensation shall continue.
- 8.3 On and from the date of the Member's liability to accept possession of the New Premises on or before expiry of 30 days as per Clause 8.2 above, the Member shall be bound and liable to pay his / her / their proportionate share in taxes, cess, outgoings and maintenance in respect of the New Premises to the Society.

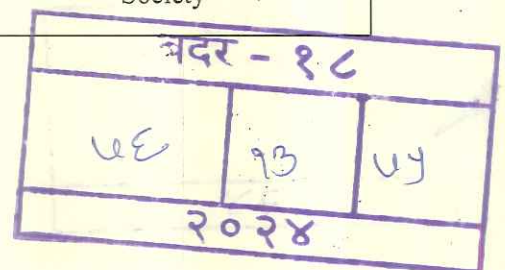
9 THE RIGHTS IN NEW PREMISES

- 9.1 The New Premises shall be as if on ownership basis, fully transferable and heritable without any eviction, interruption, obstruction or hindrance by the Developer, subject, however, to the Bye-Laws of the Society and the provisions of any other applicable law. The Society being a 'Co-partnership' type of Society holding conveyance of said property in its favour shall continue to remain owner of said Plot and the Proposed Building. The Member shall not be entitled to demand or claim independent status, partition or share or possession in said land, Proposed Building and shall continue to remain member of society and as such member hold the New Premises for his/her / their personal use, occupation and enjoyment with the common amenities and facilities provided in the project.
- 9.2 The Member, himself/herself/themselves with intention to bind all persons into whosoever hands the New Premises may come, hereby covenant/s and undertake/s with the Society as follows :-
- a. To maintain the New Premises at the Member's own cost in good and tenable repair and condition from the date of possession of the New Premises is taken and shall not do or suffer to be done anything in or to the building in which the New Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the New Premises is situated and the New Premises itself or any part thereof without the consent of the local authorities, if required;

Not to store in the New Premises any goods which are of hazardous,



<u>7.2.2.</u>	<u>A. V. Bhatnagar</u>	<u>(M. K. S.)</u>	<u>Li</u>	<u>CS S</u>
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combustible or dangerous in nature or are so heavy as to damage the construction or the structure of the building in which the New Premises is situated or storing of which goods objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the New Premises is situated, including entrances of the building in which the New Premises is situated and in case any damage is caused to the building in which the New Premises is situated or the New Premises on account of negligence or default of the Member in this behalf, the Member shall be liable for the consequences of the breach;

- c. To carry out at his/her/their own cost all internal repairs to the said New Premises and maintain the New Premises in the same condition, state and order in which it was delivered by the Developers to the Member and shall not do or suffer to be done anything in or to the building in which the New Premises is situated or the New Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Member committing any act in contravention of the above provision, the Member shall be responsible and be liable for the consequences thereof to the concerned local authority and/or other public authority;
- d. Not to demolish or cause to be demolished the New 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 New Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the New Premises is situated and shall keep the portion, sewers, drains and pipes in the New 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 building in which the New Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural member in the New Premises without the prior written permission of the Developer/Society;
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the New Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said New Premises in the compound or any portion of the project land and the building in which the New Premises is situated;
- g. The Member shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement or part with the possession of the New Premises without prior written consent of the Developer and until all the dues payable by the Member to the Developer under this Agreement, if any, are fully paid up;
- h. The Member shall observe and perform all the bye-laws, rules and regulations of the Society;



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- i. The Member shall permit the Developers/Society and their surveyors and agents, nominees, assigns, contractors, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or New Premises or any part thereof to view and examine the state and condition thereof.

10. MEMBER'S OBLIGATIONS:

The Member shall:

- 10.1 extend all co-operation and sign all papers and applications which may be necessary for implementation of the said Development Agreement and/or these presents and/or for demolition of the Existing Building, including the said Existing Premises and/or construction of the New Building.
- 10.2 not to do or execute or cause to be done or executed any act, deed, matter or thing whereby the said Property or any part thereof or of the Developer's rights are in any way affected or jeopardised. It is, however, clarified that this clause shall not restrict the Member to take any step for enforcing his/her / their rights under this Agreement or in law.
- 10.3 not to do or execute or cause to be done or executed any act, deed, matter or thing which is contrary to any of the terms, conditions, covenants and undertakings contained in this Agreement as well as in the said Development Agreement.
- 10.4 observe, perform and comply with all the terms, conditions, covenants, obligations as contained in this Agreement as well as in the said Development Agreement.
- 10.5 support any reasonable resolution as may be necessary and required by the Developer to carry out any purpose of this Agreement and/or the said Development Agreement.
- 10.6 For the purpose of this Agreement, the Member shall from time to time furnish to the Developer, the full address of his / her / their last place of residence or the Place at which the Member shall receive any notice/communication from the Developer. If the Member is not traceable after vacating the said Existing Premises, the notice/s given by the Developer to the Hon. Secretary or any other office bearer of the Society shall be deemed to be a sufficient notice/s to the Member.

11 THE DEVELOPER' OBLIGATIONS:

- 11.1 The Developer shall construct the New Building and develop the said Property strictly in accordance with the said Development Agreement and sanctioned amended plans and shall observe, perform and comply with all the terms and conditions, stipulations and regulations as may have been imposed by the Planning Authorities and in accordance with the DCPR. Provided, however, that as per the terms and condition of the Development Agreement, the Developer with the approval of the Managing Committee of the Society will be entitled to carry out all such variations, alterations, amendments and modifications to the plans as may be required by the Developer, their Architect or the Planning Authorities, but without in any way affecting the floor, carpet area and location of the New Premises and the amenities and the facilities to be provided therein as listed in Annexure 'E' hereto.



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Developer	Member	Society	

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- 11.2 The entire cost of construction and development of the said Property, which includes development costs, costs of material, deposits / premium payable, labour charges, insurance and other charges shall be borne and paid by the Developer without recourse to the Member and/or the Society.
- 11.3 The Developer, in the course of redevelopment of the said Property, shall do all lawful acts and things required by the applicable law and the Governmental authorities and perform the works in conformity in all respects with the provisions of all applicable law including the DCPR.
- 11.4 The Developer shall make all endeavours to ensure that in the course of the redevelopment, all unnecessary annoyance, inconveniences, sufferings, hardships or disturbance to the Member or the occupants of the neighbouring properties are avoided.
- 11.5 The Developer shall at its own costs obtain all the sanctions, permissions necessary for and incidental to demolition of the Existing Structures and redevelopment of the said Property;
- 11.6 The Developer shall at its own cost purchase TDR in the name of Society in order to develop the said Property;
- 11.7 The Developer shall not do or cause to be done any act, matter or deed which adversely affects the Member's rights and interest in, upon and related to the said Existing Premises and/or the New Premises;
- 11.8 The Developer shall not create any third party rights, encumbrances or alienate or part with possession of the New Premises, except to the Member.

12. DEFECT LIABILITY:

- 12.1 The Developer shall construct the said New Building in accordance with the plans and specifications as are approved by the concerned Planning Authority. The Developer shall be responsible for the quality of construction of the New Premises including water proofing guarantee.
- 12.2 In the event, of any defect in the said New Building or the Member's New Premises, if brought to the notice of the Developer within a period of 5 years (except consumables) from the date of the Developer offering to hand over possession of the New Premises to the and Member and in case of the said New Building to the Society including water proofing, then and in such event, the defects, shall be rectified by the Developer to the satisfaction of the Member or the Society as the case may be, free of cost and where such rectification/repairs if not be possible, then in such cases the Member or the Society shall be entitled to reasonable compensation for such defects which will be as per estimates provided by the Society. PROVIDED that the Developer shall not be held responsible, if the defect complained of is created by reason of any unauthorized or illegal work is carried out by Member and/or any other occupant in his/her/their premises in the New Building. The Developer shall obtain warrantee from the waterproofing agency engaged by the Developer for the waterproofing work on the terrace, W.C. and bathroom for a period of 5 (Five) years.

- 12.3 Further, the Developer shall also not be responsible for any unauthorized structural modification carried out by the Member or other occupant/s of the New Building in their respective premises or in the New Building.



Developer	Member		Society	

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13 TRANSFERS

13.1 The Society shall hereafter not permit transfer or assignment of Existing Premises by the Member to any third party, till the prospective transferee/s confirm, accept and acknowledge the provisions of the said Development Agreement as well as this Agreement and agree to abide by and comply with all the obligations of the Member herein under the said Development Agreement as well as this Agreement without any demur by executing a writing to that effect. It is however clarified that the Society shall be entitled to transmit the membership in the event of death of the Member, with intimation thereof to the Developer.

14. DEATH OF THE MEMBER:

At any time hereafter, but before the possession of the New Premises is handed over to the Member, if the Member dies, then in that event, the Member herein nominates Mr./Mrs./Ms. Sagar V. Bawwa for and on behalf of all such legal heir/s or next kin of the Member appointed under the laws of the succession by which Member is governed will be entitled to all the rights and benefits under this Agreement, including to receive possession of the New Premises from the Developer, with the consent of the Society.

A. V. Babur

15 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:

15.1 If any dispute or difference arises between the Developer and Member, in connection with the meaning, construction, validity, interpretation, implementation or alleged breach of any provision of this Agreement, they shall refer the dispute to the to the arbitration of a Sole Arbitrator to be appointed with the mutual consent of the Member and Developer and in the absence of mutual consent by a court of competent jurisdiction. The Arbitration proceedings shall be held in Mumbai, conducted in the English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as the same may be amended from time to time or any statutory re-enactment thereof.

15.2 This Agreement shall be governed by, interpreted and construed in accordance with the laws of India as applicable to the State of Maharashtra. All disputes between the Parties with regard to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of competent courts of Mumbai.

16 STAMP DUTY, REGISTRATION CHARGES, ETC.

The Stamp Duty and Registration charges, if any, payable on this Agreement shall be borne and paid by the Developer alone. The Society and/or the Member shall not be liable to bear and/or pay the same.

17. INCOME TAX PAN

17.1 The Developer's Income Tax Permanent Account Number is **AAUFN6781B**.

17.2 The Member's Income Tax Permanent Account Number is **AQHPB1454A**.

17.3 The Society's Income Tax Permanent Account Number is **AACAA4722E**.

WAIVER OF RIGHTS

All waivers under this Agreement must be in writing. The failure at any time by a Party to require the other Party's performance of any obligation under this Agreement shall not affect the right of the first-named Party subsequently to require



<u>21.2.</u>	A. V. Bawwa	(Mkt)	hi	ess
Developer	Member		Society	

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performance of that obligation. Agreement shall not be construed or shall operate as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of such provision or as a waiver in respect of any other or further failure whether of a like or different character.

19. NOTICES

19.1 Any notice and/or intimation to be given under this Agreement shall be addressed to the Parties at their respective address stated hereinabove or by email or on mobile. Such notices and/or intimation shall be in writing and shall be delivered either by hand delivery or by registered post with acknowledgement due or by prepaid courier services or by emails or by WhatsApp Messages.

19.2 All notices shall be deemed to have been validly given on (i) on the date of receipt by the addressee, if delivered by hand delivery, (ii) the expiry of 4 (Four) days after posting if sent by registered post with acknowledgement due, or (iii) the date of receipt by the addressee, if sent by courier, or (iv) on the date of delivery if sent by email or WhatsApp.

Details for the Notices to the Developer are as follows:

Name: **M/S. NEW INDIA CONSTRUCTIONS,**
Attn: Mr. Kuntal Niranjn Shah or Mr. Bhavik Niranjn Shah
 Address: 401-A, Vertex Vikas, Sir M. V. Road, Andheri (East), Mumbai 400069,
 Email id: info.newindiaconstructions@gmail.com
 WhatsApp: 9820080255 (Mr. Kuntal Shah)
 9819293004 (Mr. Bhavik Shah)

Details for the Notices to the Society are as follows:

Name: **ANAMIKA BHUVAN CO-OPERATIVE HOUSING SOCIETY LTD.,**

Attn:- MR. MANILAL K. DEDHIA or MR. MOHAN S. JAIN
 Address: Sir M. V. Road, Andheri (East), Mumbai-400 069,
 Email id: urveshmerchant@gmail.com / ajayjain1290@gmail.com
 WhatsApp: 8779822668
 7666277788.

Details for the Notices to the Member are as follows:

Name: **MRS. AMRUTBEN V. BAUVA ,**
 Address: A-3, Ground Floor, Anamika Bhuvan, Sir M. V. Road, Andheri (East), Mumbai-400 069.
 Email id: sdbauva@gmail.com
 WhatsApp: 8976489724.

19.3 Any Party may, from time to time, change its address or email id or mobile number for WhatsApp or representative for receipt of notices provided for in this Agreement by giving to the other not less than 15 (Fifteen) days prior written notice of such change in address.

20. ENTIRE AGREEMENT AND MODIFICATIONS

20.1 This Agreement represents the entire Agreement between the parties regarding the subject matter hereof. Any alterations, additions, modifications or deletion hereto shall not be valid and binding unless the same are reduced



Developer	Member	Society		

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to writing and signed by all the Parties hereto. This Agreement can be modified only by way of execution of a Supplemental Agreement to this Agreement in writing and the same shall be registered if so required to be registered under the provisions of the Registration Act, 1908.

20.2 This Agreement shall always be subject to the Development Agreement and in case of any inconsistency or contradictory between this agreement and the Development Agreement and/or disputes or differences between the parties then Development Agreement would supersede / prevail over PAAA, including the rights and remedies provided in the Development Agreement.

21. UPDATING OF RECORDS OF THE MEMBER/MEMBER

The address of the New Premises for updating all records of the Member shall be Flat No.B-303, "B" Wing, "Anamika", Sir M. V. Road, Andheri East, Mumbai – 400069.

22. HEADINGS

The headings, subheadings, titles, subtitles used for the clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO (OF THE SAID PLOT)

ALL THAT piece or parcel of land bearing Plot No. 63-B, Survey No. 31, Hissa No. 1 (Part), Old C.T.S. Nos. 647, 647/1 to 6 and 648, 648/1 to 3, and now bearing New C.T.S. Nos. 647A and 647B, aggregately admeasuring 1712.40 Square Meters or thereabouts of Village Andheri, Taluka-Andheri, in the Registration District and Sub-District of Mumbai Suburban, together with "Shah Building" and "Anamika Bhuvan" Building standing thereon, situated at Sir M. V. Road, Andheri (East), Mumbai-400 069, and bounded as follows, that is to say:

On or towards the East : by CTS No.646;
On or towards the West : by CTS Nos. 641, 642, 643, 646 & 645;
On or towards the North : by CTS No. 646 and
On or towards the South : by Sir M. V. Road or Andheri Kurla Road.

THE SECOND SCHEDULE ABOVE REFERRED TO: (OF THE SAID EXISTING PREMISES)

Flat No. A-3, admeasuring 525 Square Feet (Carpet Area) on Ground Floor of the old Building known as "Anamika Bhuvan", standing on all that piece or parcel of land bearing New C.T.S. Nos. 647A and 647B, of Village Andheri, Taluka-Andheri, in the Registration District and Sub-District of Mumbai Suburban, situated at Sir M. V. Road, Andheri (East), Mumbai-400 069.

THE THIRD SCHEDULE ABOVE REFERRED TO: (OF THE NEW PREMISES)

Flat No. B-303, admeasuring 707 Square Feet (Carpet Area as defined under RERA), on 3rd Floor, in "B" Wing of the New Building proposed to be known as "Anamika" and proposed to be constructed on all that piece or parcel of land bearing New C.T.S. Nos. 647A and 647B, of Village

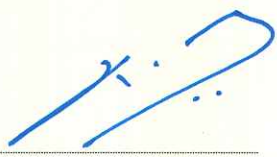



2.2.	A.V. Baxul	(m.l.a)	in	ESS
Developer	Member	Society		


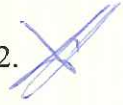
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Andheri, Taluka-Andheri, in the Registration District and Sub-District of Mumbai Suburban, situated at Sir M. V. Road, Andheri (East), Mumbai-400 069.




SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED DEVELOPER M/s. NEW INDIA CONSTRUCTIONS, THROUGH THEIR AUTHORIZED PARTNER:

 Signature MR. KUNTAL NIRANJAN SHAH		 Left Thumb Impression
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in presence of

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SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED MEMBER:


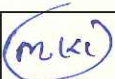
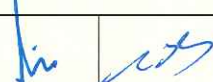
 Signature MRS. AMRUTBEN V. BAUVA.		 Left Thumb Impression
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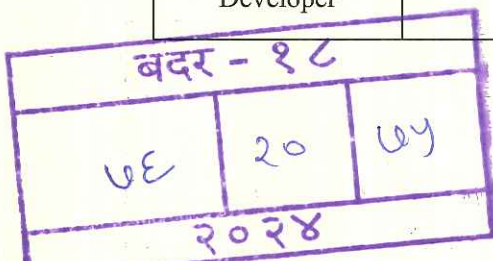
in presence of







1. 
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SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED SOCIETY: ANAMIKA BHUVAN CO-OPERATIVE HOUSING SOCIETY LIMITED through their following Office Bearers, pursuant to the Resolution passed in its Special General Meeting held on 1st October 2023



	A.V. Bauva		
Developer	Member	Society	



<p><u>m.k.Dedhia</u> Signature MR. MANILAL K. DEDHIA Chairman,</p>		 Left Thumb Impression
<p><u>li</u> Signature MR. MOHAN S. JAIN Hon. Secretary,</p>		 Left Thumb Impression
<p><u>gsshah</u> Signature MR. GANGJI SHAMJI SHAH Treasurer,</p>		 Left Thumb Impression


in the presence of

1. 
2. 



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	A.V. Patel	(m.k.)	li	gss
Developer	Member		Society	



SHARE CERTIFICATE

Share Certificate No. 3 Member's Registration No. _____ Nos. of Shares 10

(AUTHORISED SHARE CAPITAL OF RS. 500 DIVIDED INTO 10 SHARES OF RS. 50/- EACH)

Name, Address, & Registration Number of the Society : **Anamika Bhuvan Co-Op. Hsg. Soc. Ltd.**
Plot No. 63-B, Math - 1400 Vansraj Road,
Opp. Police Station, Anandhel (Dist.)
Mumbai - 400 044

(Registered under the Maharashtra Co-operative Societies Act, 1960)

THIS IS TO CERTIFY THAT Shri / Smt / M/s. Amrutben V. Baulya

is / are the Registered Holder/s of Ten fully paid up Shares of Rs. FIFTY each
Numbered from 21 to 30 both inclusive, in

ANAMIKA BHUWAN Co-operative Housing Society Ltd.

Subject to the Bye-Laws of the said Society.

Given under the Common Seal of the said Society on _____
this 22nd day of June 20 22.



[Signature] *[Signature]*
Authorised M.C. Member Secretary Chairman
M. K. Dedia

SEAL OF THE SOCIETY

NOTE : No transfer of any of the Shares comprised in this Certificate will be registered unless accompanied by this Certificate.



A. V. Baulya

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



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. CHE/WS/4902/K/E/337
(NEW)/IOD/1/New

MEMORANDUM

Municipal Office,
Mumbai

To,

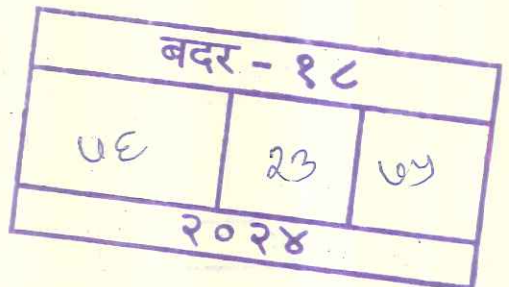
Anamika Bhuwan Co-Op Housing Soc. Ltd.

Anamika Bhuwan Co-op Housing Society Ltd, Plot No. 63-B, Mathiradas VasANJI Road, Opp. Police Station, Andheri (East), Mumbai. 400069.

With reference to your Notice 337 (New) , letter No. 7698 dated. 12/9/2018 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed redevelopment of existing residential building known as Anamika Bhuwan Co-Op Housing Soc. Ltd. on plot bearing C.T.S. No. 647, 647/1 to 647/6, 648 and 648/1 to 648/3 of village Andheri at Sir Mathuradas VasANJI Road, Andheri (East), Mumbai. CTS/CS/FP No. 647, 647/1 to 647/6, 648, 648/1 to 648/3 furnished to me under your letter, dated 12/9/2018. 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 Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix)) will not be submitted by him.
- 4 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.
- 5 That the sanitary arrangement shall not be carried out as per Municipal specifications and drain layout will not be submitted before C.C.



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(NEW)/IOD/1/New

- 6 That the consent letter from the existing tenants for the proposed building in their tenement will not besubmitted before C.C.
- 7 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
- 8 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.
- 9 That the requirements of N.O.C. of (i) Adani Energy /Tata Power, [ii] S.G. [iii] P.C.O., [iv] A.A. & C. [K/E], [v] S.P. [vi] S.W.D., [vii] M.T.N.L., [viii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 10 That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 11 That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/E Ward] shall not be submitted before applying for C.C.
- 12 That the NOC from Society along with certified extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
- 13 That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 14 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.
- 15 That the requisite premium as intimated will not be paid before applying for C.C.
- 16 That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 17 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.
- 18 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.
- 19 That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 20 That the soil investigation will not be done and report thereof will not be submitted with structural design
- 21 That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 22 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.
- 23 That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code

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- 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 24 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.
- 25 That the Vermiculture bins for disposal of wet waste as per the design and specification of Organizations / 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.
- 26 That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 27 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.
- 28 That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted.
- 29 That the N.O.C. from E.E. [T&C] for parking layout in the basement / podium shall not be submitted.
- 30 That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 31 That the owner / developer shall not display a board at site before starting the work giving the details 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.
- 32 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-11dt.6/6/2007 shall not be submitted.
- 33 That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O.
- 34 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 RERA (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.
- 35 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.
- 36 That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with.
- 37 That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted.
- 38 That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- 39 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.
- 40 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

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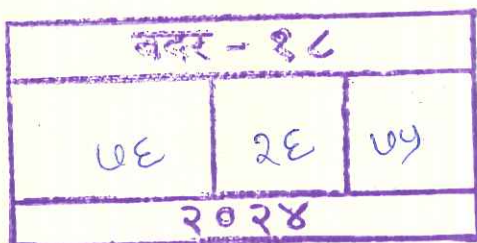


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(NEW)/IOD/1/New

sale agreement so as to make aware prospective buyer/ members about deficient open space/
maneuverings spaces.

- 41 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.
- 42 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.
- 43 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.
- 44 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.
- 45 That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case shall not be complied with before starting demolition of structures and/or starting any construction work.
- 46 That adequate safeguards in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall not be deposited at designated sites as approved by MCGM
- 47 The construction and Demolition waste shall not be handled and transported to the designated unloading site as approved by E.E.(S.W.M.) vide NOC dtd 25.08.2018 comply with all conditions mentioned in the said NOC
- 48 That the record of C & D generated & transported on designated dumping site shall not be maintained and uploaded on MCGM Auto DCR system.
- 49 Any breach of condition regarding debris disposal shall not entail the cancellation of the building permission or IOD & the work shall not be liable to be stopped immediately.
- 50 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 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.
- 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 R.U.T. shall not be submitted for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.
- 54 That the R.U.T. from the developer stating that they will incorporate a condition in the sale agreement



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(NEW)/IOD/1/New

of prospective buyers as well as existing tenants about deficiency in provision of aisle space of 3.50 mt. for two way maneuvering of vehicles instead of 6.00 mt. shall not be submitted.

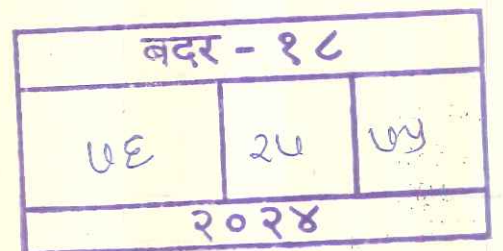
- 55 That the RUT shall not be submitted by the Owner/Developer before requesting for full C.C. for submitting self-declaration in respect of installing composting pit/comprising machine/bio-mechanism system for processing of we waste generated at project site as per Circular u/No.ChE/DP/00024/Gen dated 02.04.2016.
- 56 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.
- 57 This IOD is without Prejudice to Legal matters pending in Court of Law if any.
- 58 That the Bank Guarantee as per SWm compliance shall not be submitted. and shall not be revlidsated timt to time
- 59 That the NOC from CFO shall not be submitted.
- 60 That the project proponent shall ensure that the free fungible area claimed alongwith existing area against individual rehab tenants shall not be allotted to the respective tenants as per the agreement and plans and an Indemnity Bond indemnifying MCGM and its officers from any claims, litigations and disputes, if any arising on account of allotment of fungible area shall be submitted.

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/East] 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 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.
- 8 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.
- 9 That the monthly status report shall not be submitted regularly
- 10 That the A.M.S.L. of the completed work upto plinth/stilt/podium level, as applicable, shall not be verified and submitted
- 11 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 and also will not be renewed during the construction work.

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.



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for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.

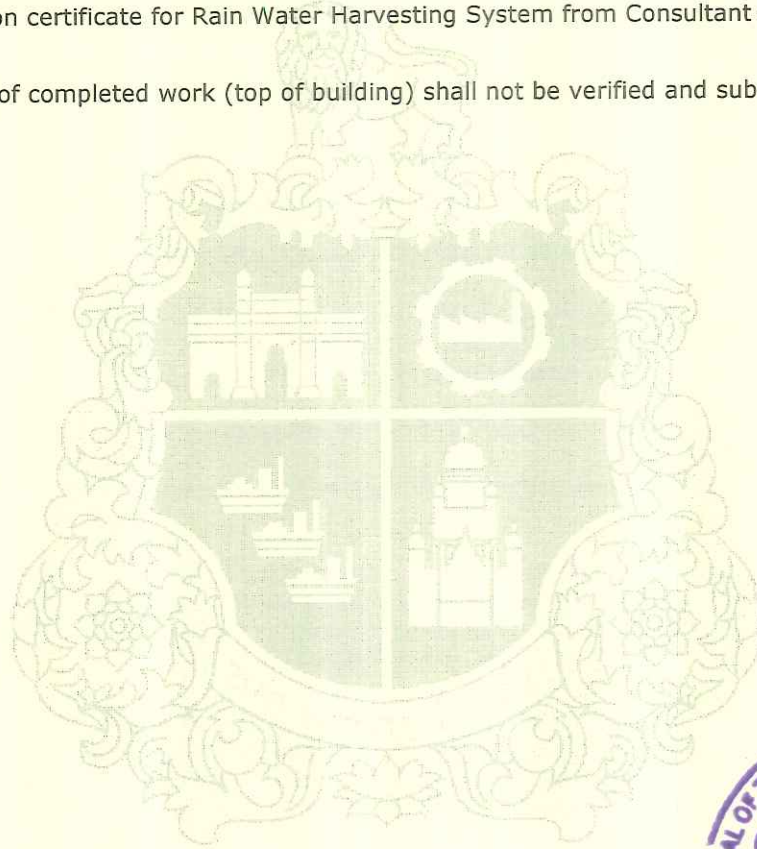
- 2 That some of drains will not be laid internally with C.I. pipes.
- 3 That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
- 4 That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate 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 un built upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 7 That the name plate/board showing plot no., name of the bldg. 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.
- 9 That the parking spaces will not be provided as per D.C.P.R. No.44.
- 10 That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 11 That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 12 That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 13 That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 14 That the infrastructural works such as construction of hand-holes / manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room / space for telecom installations etc. required for providing telecom services shall not be provided.
- 15 That the regulation No.49 and 46 of D.C. Reg. 1991 shall not be complied with.
- 16 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.
- 17 That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 Sq.Mts. as per Govt. Notification under Sec.37[2] of M.R.T.P. Act, 1966.
- 18 That the requisition from fire safety point of view as per D.C.P.R.2034 shall not be complied with.
- 19 That the Vermiculture bins for disposal of wet waste as per the design and specification of Organizations / 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.
- 20 That the Drainage Completion Certificate shall not be submitted.

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- 21 That the Lift Inspector's completion certificate shall not be submitted
22 That the structural stability certificate shall not be submitted.
23 That the Site Supervisor's completion certificate shall not be submitted.
24 That the smoke test certificate shall not be submitted.
25 That the water proofing certificate shall not be submitted.
26 That the N.O.C. from A.A. & C. [K/E] shall not be submitted.
27 That the final completion certificate from C.F.O. shall not be submitted.
28 That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
29 That the A.M.S.L. of completed work (top of building) shall not be verified and submitted.



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- () That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 30 December day of 2022 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

**Executive Engineer, Building Proposals,
Zone, Wards.**

SPECIAL INSTRUCTIONS

- 1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.**
- Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-
"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-
 - Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street
 - Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
 - Not less than 92 ft. (!TownHall]) above Town Hall Datum.
- Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
- Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
- One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

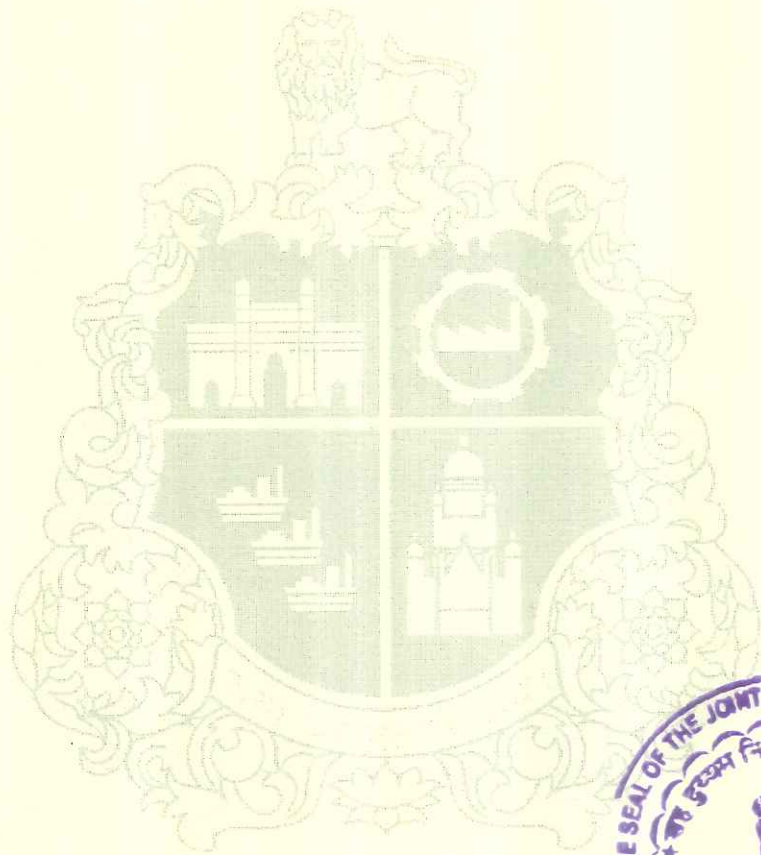
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8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under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

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



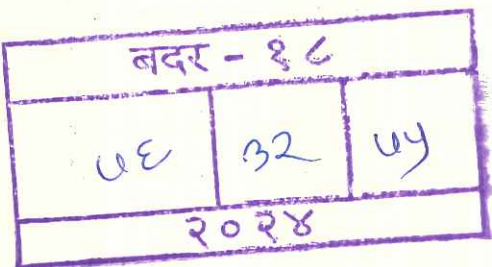
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(NEW)/IOD/1/New

No. EB/CE/ /BS /A/

NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- 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 concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to



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avoid the excavation of the road and footpath.

- 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 Certificate.
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) 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 following:-
 - i. 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

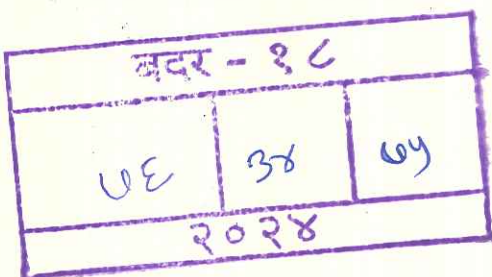


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starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt.and not more than 1.80 mt.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladder, 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 not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Bye0law No. 5 (b)
b Lintels or Arches should be provided over Door and Windows opening
c The drains should be laid as require under Section 234-1(a)
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.



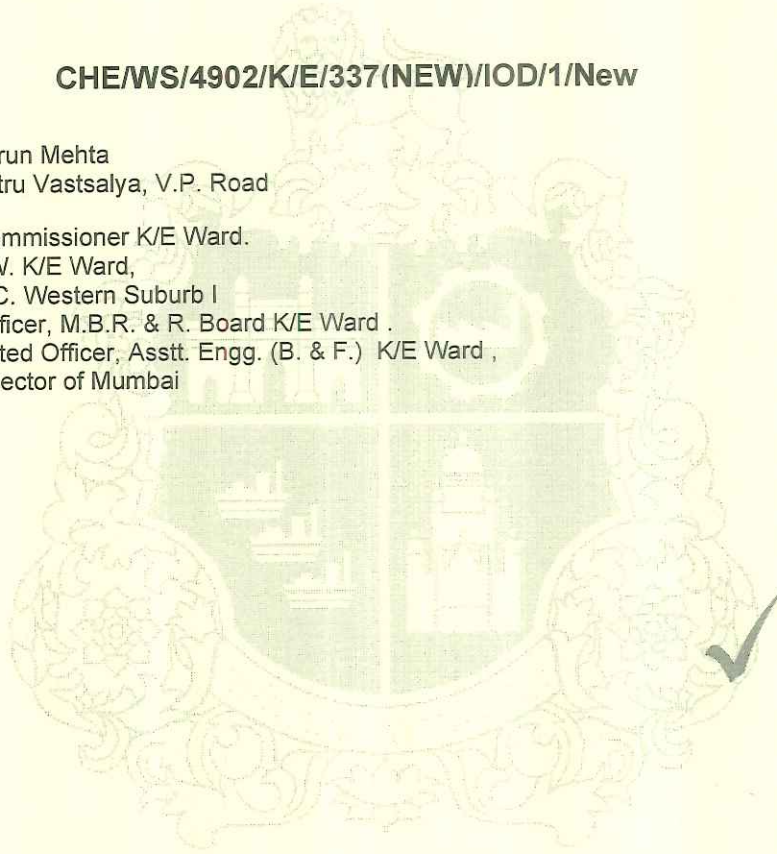
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Executive Engineer, Building Proposals
Zones wards.

CHE/WS/4902/K/E/337(NEW)/IOD/1/New

Copy To :- 1. Abhijit Arun Mehta
101, Matru Vastsalya, V.P. Road

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



Name : Navnath Sopanrao
Ghadge
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 31-Dec-2021 10: 34:08

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Annexure - B-1

346

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



BRIHANMUMBAI MUNICIPAL CORPORATION

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

No. CHE/WS/4902/K/E/337(NEW)/IOD/1/Amend Dated- 12 December 2023

MEMORANDUM

Municipal Office,
Mumbai

To,
NEW INDIA CONSTRUCTIONS
9/B SHIVKRUPA H WING, OLD NAGARDAS ROAD, ANDHERI EAST, MUMBAI-400069

With reference to your Notice 337 (New) , letter No. 7698 dated. 12/9/2018 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed redevelopment of existing residential building known as Anamika Bhuwan Co-Op Housing Soc. Ltd. on plot bearing C.T.S. No. 647, 647/1 to 647/6, 648 and 648/1 to 648/3 of village Andheri at Sir Mathuradas Vasanji Road, Andheri (East), Mumbai.647, 647/1 to 647/6, 648, 648/1 to 648/3 furnished to me under your letter, dated 12/9/2018. 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.P.R. No.37(24) before starting the work
- 3 That the Structural Engineer will not be appointed. Supervision memo as per Annexure- 2 of DCPR 2034 will not be submitted by him.
- 4 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.
- 5 That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 6 That the consent letter from the existing tenants for the proposed building in their tenement will not

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besubmitted before C.C.

- 7 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
- 8 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.
- 9 That the requirements of N.O.C. of (i) Adani Energy /Tata Power, [ii] S.G. [iii] P.C.O., [iv] A.A. & C. [K/E], [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.
- 10 That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 11 That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/E Ward] shall not be submitted before applying for C.C.
- 12 That the NOC from Society along with certified extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
- 13 That the development charges as per M.R.T.P. (amendment) Act 1992 shall not be paid.
- 14 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.
- 15 That the requisite premium as intimated will not be paid before applying for C.C.
- 16 That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 17 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.
- 18 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.
- 19 That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 20 That the soil investigation will not be done and report thereof will not be submitted with structural design
- 21 That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 22 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.
- 23 That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead

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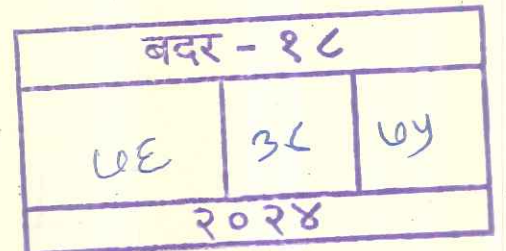


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water storage tank, etc.

- 24 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.
- 25 That the Vermiculture bins for disposal of wet waste as per the design and specification of Organizations / 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.
- 26 That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 27 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.
- 28 That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted.
- 29 That the N.O.C. from E.E. [T&C] for parking layout in the basement / podium shall not be submitted.
- 30 That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 31 That the owner / developer shall not display a board at site before starting the work giving the details 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.
- 32 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-11dt.6/6/2007 shall not be submitted.
- 33 That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O.
- 34 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 RERA (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.
- 35 That the debris removal deposit of Rs. 45,000/- or Rs. 22/- per sq.mtr. of the built up area, whichever is less shall not be paid before further C.C.
- 36 That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with.
- 37 That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted.
- 38 That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- 39 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.
- 40 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 space/

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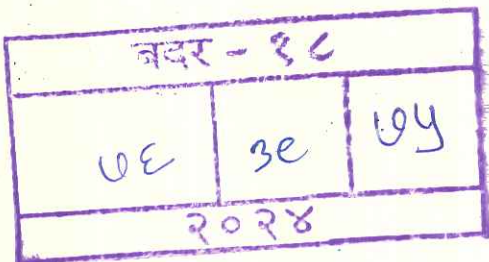


No. CHE/WS/4902/K/E/337(NEW)/IOD/1/Amend Dated- 12 December 2023

maneuverings spaces.

- 41 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.
- 42 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.
- 43 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.
- 44 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.
- 45 That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case shall not be complied with before starting demolition of structures and/or starting any construction work.
- 46 That adequate safeguards in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall not be deposited at designated sites as approved by MCGM
- 47 The construction and Demolition waste shall not be handled and transported to the designated unloading site as approved by E.E.(S.W.M.) vide NOC dtd 25.08.2018 comply with all conditions mentioned in the said NOC
- 48 That the record of C & D generated & transported on designated dumping site shall not be maintained and uploaded on MCGM Auto DCR system.
- 49 Any breach of condition regarding debris disposal shall not entail the cancellation of the building permission or IOD & the work shall not be liable to be stopped immediately.
- 50 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 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.
- 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 R.U.T. shall not be submitted for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.
- 54 That the R.U.T. from the developer stating that they will incorporate a condition in the sale agreement of prospective buyers as well as existing tenants about deficiency in provision of aisle space of 3.50

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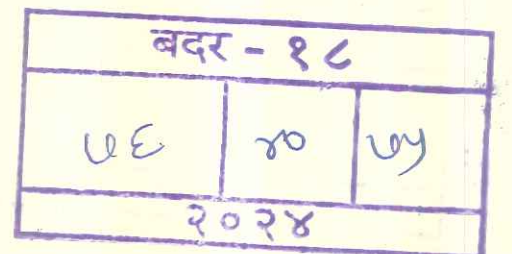
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mt. for two way maneuvering of vehicles instead of 6.00 mt. shall not be submitted.

- 55 That the RUT shall not be submitted by the Owner/Developer before requesting for full C.C. for submitting self-declaration in respect of installing composting pit/comprising machine/bio-mechanism system for processing of we waste generated at project site as per Circular u/No.CHE/DP/00024/Gen dated 02.04.2016.
- 56 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.
- 57 This IOD is without Prejudice to Legal matters pending in Court of Law if any.
- 58 That the Bank Guarantee as per SWm compliance shall not be submitted. and shall not be revalidatsed timt to time
- 59 That the PAAA shall not be submitted
- 60 That the project proponent shall ensure that the free fungible area claimed alongwith existing area against individual rehab tenants shall not be allotted to the respective tenants as per the agreement and plans and an Indemnity Bond indemnifying MCGM and its officers from any claims, litigations and disputes, if any arising on account of allotment of fungible area shall be submitted.
- 61 That the guidelines as per circular. CHE/DP/214/Gen dated 15.09.2023 and MGC/F/1102/dated 25/10/2023 regarding measures to be taken to control the environmental pollution due to building construction activities shall not be strictly complied with.
- 62 That the safety precautions as per regulation no. 12(5) as per DCPR-2034 shall not be followed in construction activity
- 63 That the remarks from Mahanagar Gas Limited regarding underground gas pipeline if any at the site under reference shall not be submitted.

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the notice in the form of annexure 14 of D.C.P.R. 2034 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/East] 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 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.
- 8 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.
- 9 That the monthly status report shall not be submitted regularly

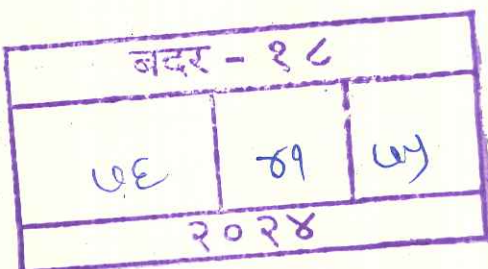


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- 10 That the A.M.S.L. of the completed work upto plinth/stilt/podium level, as applicable, shall not be verified and submitted
- 11 That the Janata Insurance Policy in the name of site or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out and also will not be renewed during the construction work.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

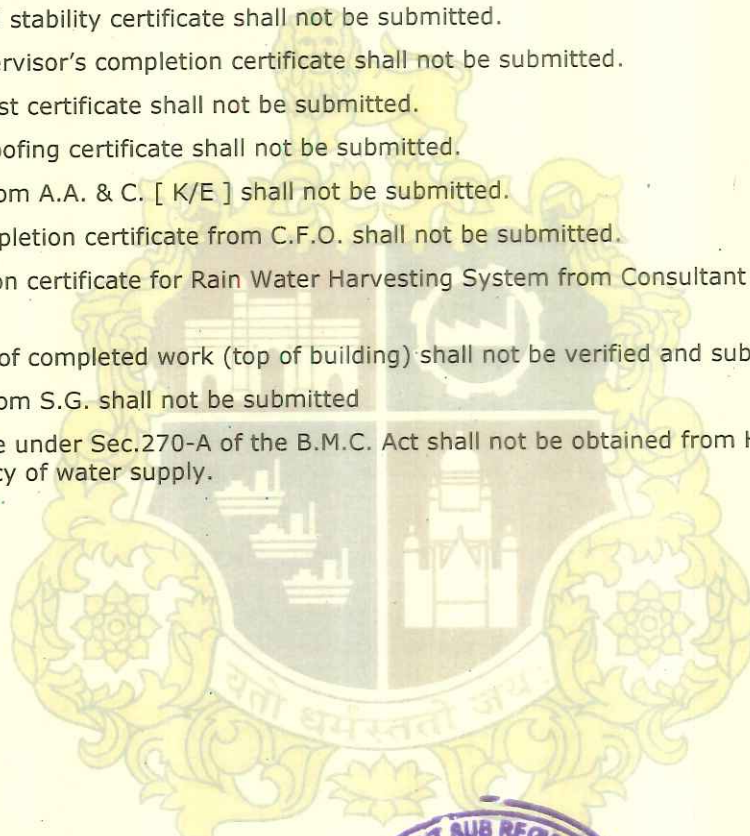
- 1 That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 2 That some of drains will not be laid internally with C.I. 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 3.00 mt. 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 un built upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 7 That the name plate/board showing plot no., name of the bldg. 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.
- 9 That the parking spaces will not be provided as per D.C.P.R. No.44.
- 10 That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 11 That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 12 That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 13 That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 14 That the infrastructural works such as construction of hand-holes / manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room / space for telecom installations etc. required for providing telecom services shall not be provided.
- 15 That the regulation No.49 and 50 of D.C. P. R. 2034 shall not be complied with.
- 16 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.
- 17 That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having



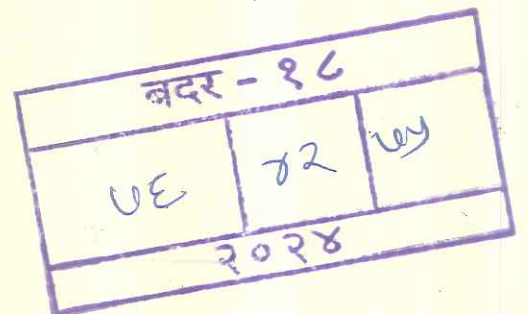
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area more than 300 Sq.Mts. as per Govt. Notification under Sec.37[2] of M.R.T.P. Act, 1966.

- 18 That the requisition from fire safety point of view as per D.C.P.R.2034 shall not be complied with.
- 19 That the Vermiculture bins for disposal of wet waste as per the design and specification of Organizations / 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.
- 20 That the Drainage Completion Certificate shall not be submitted.
- 21 That the Lift Inspector's completion certificate shall not be submitted
- 22 That the structural stability certificate shall not be submitted.
- 23 That the Site Supervisor's completion certificate shall not be submitted.
- 24 That the smoke test certificate shall not be submitted.
- 25 That the water proofing certificate shall not be submitted.
- 26 That the N.O.C. from A.A. & C. [K/E] shall not be submitted.
- 27 That the final completion certificate from C.F.O. shall not be submitted.
- 28 That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 29 That the A.M.S.L. of completed work (top of building) shall not be verified and submitted.
- 30 That the N.O.C. from S.G. shall not be submitted
- 31 That the certificate under Sec.270-A of the B.M.C. Act shall not be obtained from H.E.'s department regarding adequacy of water supply.



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() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 11 December day of 2024 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

**Executive Engineer, Building Proposals,
Zone, Wards.**

SPECIAL INSTRUCTIONS

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

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

3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

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

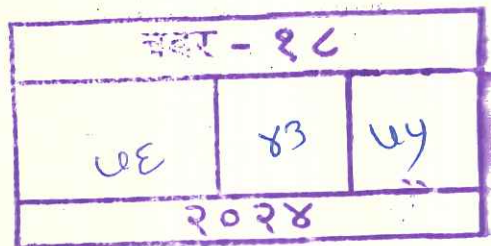
- Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street
- Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
- Not less than 92 ft. ([!TownHall]) above Town Hall Datum.

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

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

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

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



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8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-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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No. CHE/WS/4902/K/E/337(NEW)/IOD/1/Amend Dated- 12 December 2023

No. EB/CE/ /BS /A/

NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- 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 concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to

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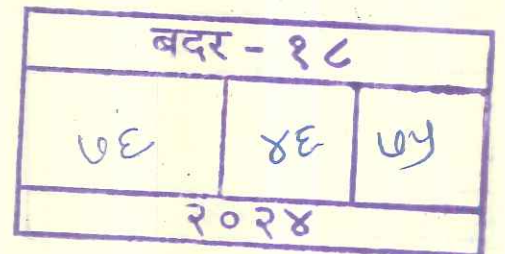


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avoid the excavation of the road an footpath.

- 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 Certificate.
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) 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 following:-
 - i. 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

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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.

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt.and not more than 1.80 mt.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladder, 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 not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Bye0law No. 5 (b)
b Lintels or Arches should be provided over Door and Windows opening
c The drains should be laid as require under Section 234-1(a)
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

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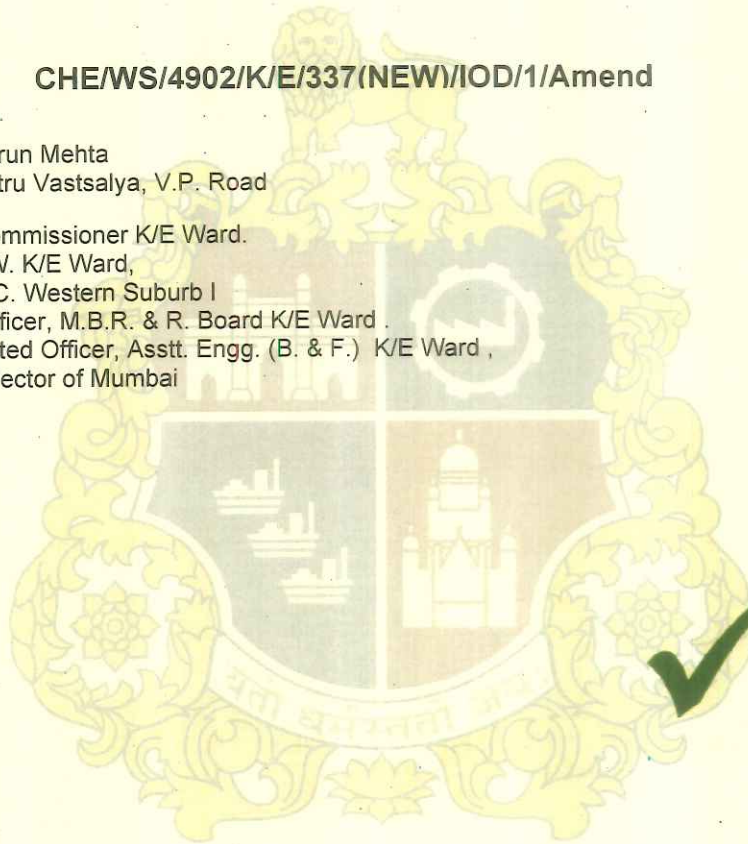
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Executive Engineer, Building Proposals
Zones wards.

CHE/WS/4902/K/E/337(NEW)/IOD/1/Amend

Copy To :- 1. Abhijit Arun Mehta
101, Matru Vastsalya, V.P. Road

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



Digitally signed by UDAY MANOHARRAO MAHAJAN
Date: 12 Dec 2023 14:29:01
Organization: BhanMumbai Municipal Corporation
Designation: Executive Engineer

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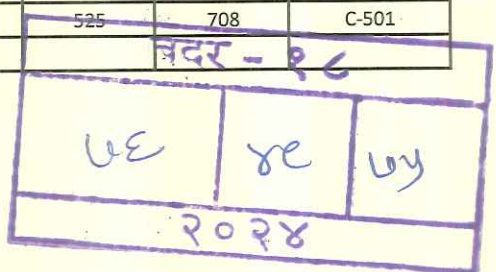


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MEMBERS & TENANTS ALLOTMENT LIST					
A WING					
SR. NO.	NAME OF MEMBER	EXISTING FLAT NO.	Existing Area	TOTAL NEW RERA	New Flat No.
1	MR.SANJEEVA D POOJARI	SHOP - 1	361	447	SHOP 1 & 2
2	MR.SANJEEVA D POOJARI	SHOP - 2			
3	SHRI. KANTILAL BHARMAL GALA	SHOP - 3	513	680	SHOP 3 & 4
4	SHRI. DHANSUKH BHARMAL GALA	SHOP - 4			
5	SMT. SUSHILA S. PATEL	SHOP - 4 A	112	272	SHOP 5
6	SHRI.MANISH S. PATEL	SHOP - 4 B			
7	SHREE MODH VANIK SEVA SAMAJ	A-GR. FLR. - 1	682	968	A-201
8	MRS. JAGRUTI N. MANKAD	B - 1ST FLR. - 4	360	490	A-203
9	MR. PARIKSHIT V. DESAI	A-1ST FLR. - 6	690	968	A-301
10	MR. PARIKSHIT V. DESAI	A-1ST FLR. - 5	383	518	A-302
11	MR. HARAKHCHAND R. GANGAR RASHMI H GANGAR	A-1ST FLR. - 4	682	968	A-401
12	MR. VINIT C. SHAH JAYSHREE V. SHAH	A-2ND FLR. - 8	383	518	A-402
13	MR. NAYAN SHAILESH PATEL	A-2ND FLR. - 7	682	968	A-501
14	SHRI.PRAKASH VASANTRAI MEHTA	R.NO.2 (1ST FLR)	202	540	A-502
15	SHRI.PRAKASH VASANTRAI MEHTA	R.NO.4 (1ST FLR)	202		
16	MRS. DARSHANA K. ANJARIA	A-2ND FLR. - 9	525	711	A-503
17	MR. KAUSHIK K. MODY REKHA K. MODY	B -3RD FLR. - 11	540	968	A-601
18	MR. HARSHH K ANJARIA MRS. DARSHANA K. ANJARIA	A-3RD FLR. - 12	525	711	A-603
19	MRS. LAXMIBEN L. SAVLA	A-4TH FLR. - 13	682	1130	A-701
20	MR. URVESH J. MERCHANT POONAM U. MERCHANT	A-GR. FLR. - 2	383	968	A-801
21	MRS. RAMA J. VORA	A-3RD FLR. - 11	383	620	A-802
22	MR. PARIN D. CHHOWALA	A-4TH FLR. - 14	383	968	A-901
23	MR. NARENDRA GANGJI FURIA NIRMALA N. FURIA NAYAN N. FURIA	A-4TH FLR. - 15	525	711	A-903
24	MR. ARVIND C. MEHTA KOKILA A MEHTA	A-3RD FLR. - 10	682	968	A-1001

B WING					
25	MR. MANILAL K DEDHIA MADHURI M. DEDHIA KANTILAL K DEDHIA	B - 1ST FLR. - 5	540	705	B-201
26	MRS. AMRUTBEN V. BAUVA	A-GR. FLR. - 3	525	707	B-303
27	MRS. RITA T. DIXIT	B - 3RD FLR. - 10	525	705	B-401
28	MRS. TARULATA D. TRIVEDI	B - 3RD FLR. - 12	525	707	B-403
29	MR. BALUBHAI L. SHAH (DIED)	B - 2ND FLR. - 7	525	705	B-501
30	MR. MAYUR V. PATEL DIPKABEN M.PATEL	B -4TH FLR. - 15	525	707	B-503
31	MR. GANGJI S. SHAH DIPEN G. CHHEDA	B - 2ND FLR. - 8	540	1237	B-601
32	MR. HASMUKH S. DESAI SAMIR H. DESAI	B - 1ST FLR. - 6	525	919	B-602
33	MRS. SNEHA M JAIN MR. MOHAN S. JAIN	B- GR. FLR. - 3	682	1448	B-702
34	MR. DEEPAK S. SHAH KUNAL D. CHHEDA	B - 2ND FLR. - 9	525	705	B-801
35	MRS. YOGINI J. MOTA JAYANT S. MOTA	B - 4TH FLR. - 14	540	919	B-803
36	MR. DEVKISHAN B. DAVE LALIT B. DAVE	B - 4TH FLR. - 13	525	916	B-901

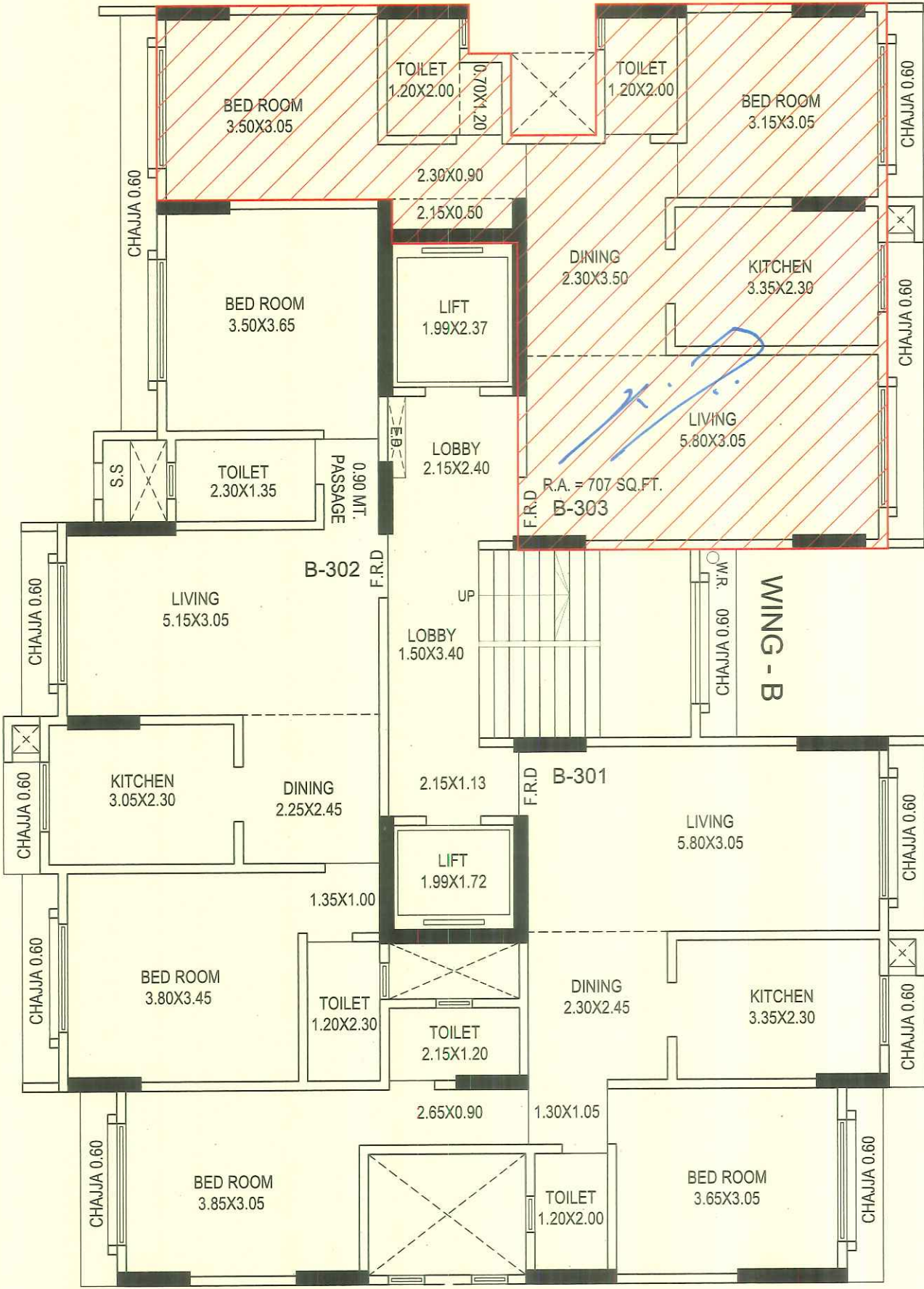
C WING					
37	SMT.POONAM URVESH MERCHANT SMT.BHAVYA MOHAN JAIN	R No. 5 (GR.FLR)	170	300	C-201
38	SHRI.VINIT CHIMANLAL SHAH	R.NO.3 (1ST FLR)	202	252	C-202
39	SMT.DAMAYANTI JAYANT SHAH	R.NO.1 (1ST FLR)	202	247	C-203
40	MRS. BHAVI G. GALA GIRISH H. GALA	B - GR. FLR. - 2	383	708	C-401
41	MR. SHANTILAL DANYAL BAUVA	B-GR. FLR. - 1	525	708	C-501
	TOTAL				



9-7

M.K.1

A. V. Bandy



3RD FLOOR PLAN (WING-B) (B-303)



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List of Amenities

1. **Frame:**
The Building shall be of Earthquake Resistant RCC Structures having 6" Brick/Block Work for External Wall & 4" Brick/Block work for Internal Wall.
2. **Walls :**
All internal walls will be finished with Gypsum plaster.
3. **Flooring :**
Vitrified flooring tiles of approx 800mm X 800mm size of brands RAK/Somany/Kajaria or equivalent in all living rooms, bedrooms & kitchen along with skirting.
4. **Bathroom :**
All bathrooms will have decorative wall tiles and anti skid flooring tiles.
5. **Kitchen :**
Granite top platform with stainless steel sink with dado tiles.
6. **Plumbing:**
Concealed internal plumbing with Jaquar or equivalent CP fittings
All sanitary wares shall be of Cera or equivalent make.
7. **Electric:**
For the new building entire electric work shall be of three phase.
Concealed electric with ISI marked copper wire/P.V.C. conduits and Anchor/GM or equivalent make & ISI marked switches.
All rooms shall have sufficient electric points and shall be provided with a fan in each room.
Compound shall be provided with adequate light fittings.
Staircase and common area shall be provided with adequate lights.
Terrace shall be provided with adequate light fittings.
8. **Doors:**
Wooden Door's having both sides Lamination for Main Door/ Internal Door.
9. **Fixtures & Fittings:**
All fixtures for doors shall be of Brass/ SS and having Locks.



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10. Paints :

All flats will have interior emulsion (plastic paint) or equivalent on internal walls & Acrylic Exterior emulsion paint or equivalent on external walls of brand Asian / Nerolac or equivalent.

11. Windows:

Powder coated/ Anodised heavy duty aluminum glazed windows.

12. Lifts:

Lift of Otis/Kone or equivalent make shall be provided in the building.



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23/08/2023

सूची क्र.2

दुय्यम निबंधक : मह द.नि. अंधेरी 7

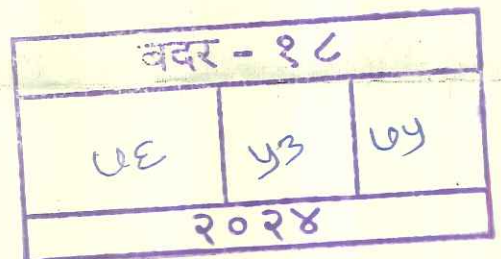
दस्त क्रमांक : 14560/2023

नोंदणी :

Regn:63m

गावाचे नाव : अंधेरी

(1) विलेखाचा प्रकार	डॅव्हलपमेंट अॅप्रीमेंट
(2) मोबदला	170305000
(3) वाजारभाव(भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	200425000
(4) भू-मापन, पोट्टिस्मा व घरक्रमांक(अमल्याम)	1) पालिकेचे नाव: Mumbai Ma.na.pa. इतर वर्णन : इतर माहिती: प्लॉट क्र. 63 - श्री.मद्वे क्र. 31, हिस्सा क्र. 1(पार्ट), सी टी एम क्र. 647 ए आणि 647 बी, मौजे अंधेरी, क्षेत्रफळ - 1712.40 चौ. मी., अनामिका भुवन, मर एम. व्ही. रोड, अंधेरी पूर्व, मुंबई - 400069. अभिनिर्णित दस्त क्र. एडीजे/1100900/608/2023, दिनांक - 17/08/2023. सरलेले मुद्रांक शुल्क - रु. 1,01,12,000/-, दस्त निष्पादन दिनांक - 21/08/2023. ((C.T.S. Number : 647 A AND 647 B ;))
(5) क्षेत्रफळ	1) 1712.40 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तपत्र करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालययाचा हकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.	1): नाव:-अनामिका भुवन को ऑ हौ मो लि तर्फे चंअग्रमन मणीलाल के. देवीया वय:-75; पत्ता:-प्लॉट नं. - माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AACAA4722E 2): नाव:-अनामिका भुवन को ऑ हौ मो लि तर्फे मेक्रेटरी मोहन म. जैन वय:-64; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AACAA4722E 3): नाव:-अनामिका भुवन को ऑ हौ मो लि तर्फे ट्रेडर गंगजी शामजी शाह वय:-77; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AACAA4722E 4): नाव:-श्री मोड वाणीक मेवा ममाज तर्फे मेक्रेटरी पंकज झवेरी - मेंबर - वय:-59; पत्ता:-प्लॉट नं: मदनिका क्र. ए / 1, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400069 पॅन नं:-AABTS8359P 5): नाव:-उर्वेश जे. मर्चंट - मेंबर - वय:-49; पत्ता:-प्लॉट नं: मदनिका क्र. ए / 2, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AFKPM3818F 6): नाव:-पूनम यु. मर्चंट - मेंबर - वय:-42; पत्ता:-प्लॉट नं: मदनिका क्र. ए / 2, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AHWP7195D 7): नाव:-अमृतबेन व्ही. वडुवा - मेंबर - वय:-64; पत्ता:-प्लॉट नं: मदनिका क्र. ए / 3, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AQHPB1454A 8): नाव:-हरखचंद आर. गंगर - मेंबर - वय:-68; पत्ता:-प्लॉट नं: मदनिका क्र. ए / 4, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AABPG2602F 9): नाव:-गृथमी एच. गंगर - मेंबर - वय:-63; पत्ता:-प्लॉट नं: मदनिका क्र. ए / 4, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AFBPG8060L 10): नाव:-परीक्षित व्ही. देसाई - मेंबर - वय:-47; पत्ता:-प्लॉट नं: मदनिका क्र. ए / 5, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AABPD0115A 11): नाव:-परीक्षित व्ही. देसाई - मेंबर - वय:-47; पत्ता:-प्लॉट नं: मदनिका क्र. ए / 6, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AABPD0115A 12): नाव:-नयन शैलेश पटेल - मेंबर - वय:-34; पत्ता:-प्लॉट नं: मदनिका क्र. ए / 7, माळा नं. -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ मो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: मर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-





- एम. व्ही. गोड , महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AHWPK7195D
 56): नाव:-भव्य मोहन जैत - टेनंट - वय:-29; पत्ता:-प्लॉट नं: रम क्र. 5, माळा नं: तळ मजला , इमारतीचे नाव: अनामिका भुवन को ऑ हौ सो लि , ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, गोड नं: मर एम. व्ही. गोड , महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AUJJP4877H
 57): नाव:-दमयंती जयंत शाह - टेनंट - वय:-70; पत्ता:-प्लॉट नं: रम क्र. 1, माळा नं: 1 ला मजला , इमारतीचे नाव: अनामिका भुवन को ऑ हौ सो लि , ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, गोड नं: मर एम. व्ही. गोड , महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-BFSPS7544R
 58): नाव:-प्रकाश वसंतराय मेहता - टेनंट - वय:-60; पत्ता:-प्लॉट नं: रम क्र. 2, माळा नं: 1 ला मजला , इमारतीचे नाव: अनामिका भुवन को ऑ हौ सो लि , ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, गोड नं: मर एम. व्ही. गोड , महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AACPM5793J
 59): नाव:-विनीत चिमणलाल शाह - टेनंट - वय:-58; पत्ता:-प्लॉट नं: रम क्र. 3, माळा नं: 1 ला मजला , इमारतीचे नाव: अनामिका भुवन को ऑ हौ सो लि , ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, गोड नं: मर एम. व्ही. गोड , महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AAGPS3277D
 60): नाव:-प्रकाश वसंतराय मेहता - टेनंट - वय:-60; पत्ता:-प्लॉट नं: रम क्र. 4, माळा नं: 1 ला मजला , इमारतीचे नाव: अनामिका भुवन को ऑ हौ सो लि , ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, गोड नं: मर एम. व्ही. गोड , महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AACPM5793J

(8)दम्तगेवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

(9) दम्तगेवज करून दिल्याचा दिनांक	21/08/2023
(10)दम्त नोंदणी केल्याचा दिनांक	23/08/2023
(11)अनुक्रमीक.खंड व पृष्ठ	14560/2023
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	10112000
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

1): नाव:-मेसर्स न्यू इंडिया कन्स्ट्रक्शन्स तर्फे भागीदार कुंतल निरंजन शाह वय:-47; पत्ता:-प्लॉट नं: ए / 401, माळा नं: 4 था मजला , इमारतीचे नाव: व्हॅट्स्म विकास , ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, गोड नं: मर एम. व्ही. गोड , महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AAUFN6781B



मुल्यांकनासाठी विचारान घेतलेला नपशील:-

मुद्रांक शुल्क आकारताना निवडलेला शतकूटद :-



मुल्यांकनाची आवश्यकता नाही कारण अभिनिर्णित क्षेत्रात नपशील अभिनिर्णीत दम्त ADJ/110090/608/2023

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

दस्तासोबत सूची क्र. ११

खरी प्रत

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



बंदर - १८		
७६	५६	७५
२०२४		

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1		Certificate	689	1100900	10112000	SD		
2		DHC		0823219900348	1200	RF	0823219900348D	21/08/2023
3		DHC		0823190103688	1400	RF	0823190103688D	21/08/2023
4		DHC		0823196803614	2000	RF	0823196803614D	21/08/2023
5		DHC		0823196003554	2000	RF	0823196003554D	21/08/2023
6		eChallan		MH006833079202324E	30000	RF	0003566131202324	21/08/2023

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



बंदर - १८		
८६	५७	५५
२०२४		



महाराष्ट्र शासन
जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक

1/2022

गाव/पेट : अंधेरी	तालुका/न.भू.का. : नगर भूमापन अधिकारी, अंधेरी	जिल्हा : मुंबई उपनगर			
नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	खेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा शाब्दाचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
६४७/ब			६४.००	सी	

सुविधाधिकार
हक्काचा मुळ धारक
वर्ष: २०२२
पट्टेदार
इतर श्रार
इतर शेरें

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(घा) पट्टेदार(प) किंवा श्रार	साक्षाकन
१६/०६/२०२२	पोटहिस्सा आदेश नोंद - जिल्हाधीकारी, मुंबई उपनगर जिल्हा यांचेकडील आदेश क्रमांक : सी/कार्या-३क/एकत्रि/पोवि/एसआर-२१९२/६३०० आदेश दिनांक : १०/०५/२०२२, वृहन्मुंबई महानगरपालिका मंजूर रेखांकन क्रमांक : Ch.E/DP३४२०२१०९१११३४४३५२D.P.Rev/K/E/२०२१/१११३४४३५९ दिनांक : १५/०९/२०२१, पोटहिस्सा मो.र.क्र. : ५२०/२०२२ दिनांक : ०२/०६/२०२२ अन्वये न.भू.क्र. ६४७ मध्ये पोटहिस्से झाल्याने न.भू.क्र. ६४७ ची मिळकत पत्रिका रद्द करुन न.भू.क्र. ६४७/अ, ६४७/ब, या नवीन मिळकत पत्रिका तयार केल्या असत.		H अनामिका भुवन को.ऑ.हौ.सो.लि. रोड सेट बँक ६४.०० चौ.मी.	फेरफार क्र.९३९ प्रमाणे सही- १६/०६/२०२२ न.भू.अ. अंधेरी

हे मालमत्ता पत्रक डिजिटली राईल केलेले आहे

हि मिळकत पत्रिका (दिनांक ६/१६/२०२२ १:२०:५० PM रोजी) डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्याची आवश्यकता नाही.

मिळकत पत्रिका डाऊनलोड दिनांक ६/१६/२०२२ ३:२८:५१ PM

वैधता पडताळणी साठी <http://aapleabhilekh.mahabhumi.gov.in/DSLRF/propertycard> या संकेत स्थळावर जाऊन २२०४१००००२३९६७०७ हा क्रमांक वापरावा.



बदर - १८		
७६	६०	७५
२०२४		

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मुद्रांक जिल्हाधिकारी, अंधेरी यांचे कार्यालय

एम.एम.आर.डी.ए. इमारत, पहिला मजला, वांद्रे कुर्लासंकुल, वांद्रे-पुर्व, मुंबई - 400 051.

दुरध्वनी : 022 26591894

ई मेल : cos.andheri@lgrmaharashtra.gov.in

जा.क्र./अभि./अंतिम आदेश/ 3982

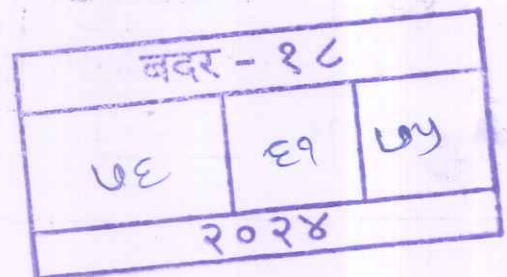
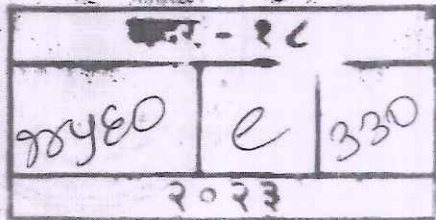
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(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100900/608/2023 अन्वये पक्षकार M/S. New India Constructions यांनी दिनांक 27/07/2023 रोजी Development Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सादर संलेखामधील तपशिल खालील प्रमाणे.

Particulars	Description
Date of Execution	Unexecuted
Type of Document	Development Agreement
The Society	Anamika Bhuvan Co-Operative Housing Society Limited
The Existing Members	Shree Modh Vanik Seva Samaj & Others
The Developer	M/S. New India Constructions
The Tenants	Shri. Sanjeeva D Poojari & Others
Detail of the Property	
Village	Andheri
Society Registration No.	BOM/HSG/4894 of 1976
CTS No.	CTS No.647A and 647B
Area	Plot Area - 1712.40 Sq.mtr Less Road Set Back Area - 64 Sq.mtr Net Plot Area = 1,648.40 Sq.mtr
Members	30 Members + 11 Tenants (05 Residential Tenants व 06 Shop Tenants) Total = 41
Zone 2023-24	39/205 Village - Andheri
Rate per sq.mtr	
Land Rate	Rs. 76,250/-
Flat Rate	Rs. 1,66,280/-
Const. Cost	Rs. 30,250/-
Completion Period	24 Months + 06 Months Grace Period
D.P Remark	CH.E/DP34202109111344352 K/E/2021/111344359 Dated - 15/09/2021 (Road With 27.45 mtr Wide)



अभिनिर्णयाकरिता सादर केलेला दस्त हा Development Agreement या प्रकारचा असून दस्तात नमूद केल्यानुसार मिळकतीचे मालक (Society) हे विकासकास (Developers) सादरच्या दस्तान्वये विकसन हक्क प्रदान करित आहे. सादर केलेल्या दस्तात Schedule मध्ये मालमत्ता पत्रका नुसार 1712.40 चौ.मी. क्षेत्र इतके नमूद केले आहे. सादरचा दस्त हा सोसायटी, सभासद व विकासक या तीन पक्षकार यांचे मध्ये झालेला आहे.

सादर दस्ताचे अवलोकन केले असता, असे दिसून येते की, सोसायटीच्या इमारतीमध्ये 30 सभासद, तसेच 11 भाडेकरू (05 Residential Tenants व 06 Shop Tenants) असे एकूण 41 सभासद असलेली "Anamika Bhuvan Co-Operative Housing Society Limited" नावाची इमारत मोडकळीस आल्याने तसेच सादर मिळकतीमधील 30 सभासद, तसेच 11 भाडेकरू (05 Residential Tenants व 06 Shop Tenants) असे एकूण 41 मिळकत धारकांच्या सोसायटीने व जमिनमालकाने विकासक यांच्या सोबत इमारतीच्या पुर्नबांधणीच्या अनुषंगाने करावयाच्या विकसना संबंधी विकसन करारनामा (Development Agreement) केल्याचे दिसून येते.

प्रस्तुत विकसन करारनामानुसार 30 सभासद, तसेच 11 भाडेकरू (05 Residential Tenants व 06 Shop Tenants) असे एकूण 41 मिळकत धारकांच्या ताब्यातील अस्तित्वातील क्षेत्र हे Annexure-G मध्ये नमूद केल्याप्रमाणे एकूण 30 रहिवासी सोसायटी सभासदांच्या ताब्यातील मूळ क्षेत्र 15900.00 चौ.फुट कारपेट म्हणजेच 1773.23 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक रहिवासी सभासदांना मूळ कारपेट क्षेत्रावर वाढीव बांधकाम रहिवासी वापराच्या सभासदांना नविन इमारतीमध्ये देत आहेत. 21571.00 चौ.फुट कारपेट म्हणजेच 2205.21 चौ.मी. बिल्टअप नविन इमारतीमध्ये देणेत येत आहे. तसेच 11 भाडेकरूंच्या (05 Residential Tenants ताब्यातील मूळ क्षेत्र 978.00 चौ.फुट कारपेट म्हणजेच 109.07 चौ.मी. बिल्टअप असून 1304.00 चौ.फुट कारपेट म्हणजेच 133.31 चौ.मी. बिल्टअप नविन इमारतीमध्ये देणेत येत आहे व 06 Shop Tenants ताब्यातील मूळ क्षेत्र 986.00 चौ.फुट कारपेट म्हणजेच 109.96 चौ.मी. बिल्टअप असून 1360.00 चौ.फुट कारपेट म्हणजेच 139.03 चौ.मी. बिल्टअप नविन इमारतीमध्ये देणेत येत आहे.) असे एकूण क्षेत्र 17864.00 चौ.फुट कारपेट म्हणजेच 1992.27 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक रहिवासी सभासदांना मूळ कारपेट क्षेत्रावर वाढीव बांधकाम भाडेकरू सोसायटी सभासदांना नविन इमारतीमध्ये देत आहेत. 24235.00 चौ.फुट बिल्टअप म्हणजेच 2477.56 चौ.मी. बिल्टअप नविन इमारतीमध्ये देणेत येत आहे.

या शिवाय दस्तात नमूद केल्यानुसार Rent, Brokerage Charges, Shifting Charges, Fitness Centre व Car Parking इ. विकासक सभासदांस देणार आहे. सादरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. प्रकरणात मूळ सोसायटी रहिवासी सभासदांना त्यांचे ताब्यातील मूळ कारपेट क्षेत्रावर वाढीव देण्यात येणारे क्षेत्र हे वाढीव क्षेत्र 35 टक्के देय फंजिबल क्षेत्रापेक्षा जास्त असल्याने देय फंजिबल रहिवासी सभासदांच्या ताब्यातील वाढीव क्षेत्रावर मार्गदर्शक सूचना क्रं 21 मधील अट क्र (अ) (X) लागू होत आहे.



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सदर मिळकतीस दस्तात नमूद केल्यानुसार 27.45 मी. रूंदीचा विकास रस्ता उपलब्ध होत असल्याने सदर मिळकत क्षेत्रात Additional FSI 0.50 व Admissible TDR 1.00 असा एकूण 1.5 रोड विड्थ टि.डी.आर अनुज्ञेय होत आहे म्हणजेच सदर मिळकत क्षेत्रात 35 टक्के देय फंजिबल FSI सहित 3.375 चटई निर्देशांक अनुज्ञेय होत आहे मार्गदर्शक सुचना क्रं.21 (ब)(ख) नुसार फंजिबल प्रिमियम 0.70 टक्के विचारात घेण्यात येत आहे.

सदरच्या मिळकतीमधील 11 अपात्र भाडेकरूचे मूल्य विचारात घेण्यात येत आहे. सदर इमारतीस Building Completion Certificate दि.21/10/1974 रोजी दिलेले असून त्यानुसार सदर इमारतीस 49 टक्के घसारा देण्यात येत आहे. तसेच प्रस्तुत मिळकत क्षेत्रात जिल्हाधिकारी, मुंबई उपनगर कार्यालय यांच्या दि.10/05/2022 रोजीच्या पत्रानुसार 64.00 चौ.मी चा Road Set Back Area नमूद आहे.

दस्तात नमूद केल्याप्रमाणे बांधून दयावयाचे क्षेत्र दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे 1712.40 चौ.मी. क्षेत्र विचारात घेऊन प्रकरणी मुल्यांकन सन 2023-24 चे बाजारमूल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Development Agreement (Completion Period 24 Months + 06 Months Grace Period)					
ADJ- 608-2023	Land	Flat	Office	Shop	Const.Cost
2023-24	76,250	1,66,280		2,60,200	30,250
Zone : Andheri	39/205				
Plot Area	1712.4				
Less Road Set Back Area	64.00				
Net Plot area	1648.40	sq.mtrs			
		Existing Carpet Area in Sq. ft	Total Built up Area in Sq. mtr		
No. of Members (As per Annexure-G)	41	17864.00	1992.27		
Residential Members	30	15900.00	1773.23		
Existing Residential Tenants	5	978.00	109.07		
Existing Shop Tenants	6	986.00	109.96		
		New Carpet Area in Sq. ft	Total New Buildup Area in Sq. mtr		
New Additional Area (As per Annexure-G)		24235.00	2477.56		
Residential Members		21571.00	2205.21		
New Residential Tenants		1304.00	133.31		
New Shop Tenants		1360.00	139.03		
Permissible Area	1648.40	x	3.375	=	5563.35
Permissible / Potential Type of FSI	Area in Sq.mtr.	X Land Rate	X Multiplication		= Total Value of Rs.
Existing Basic 1	1,648.40	76,250	1.00		12,56,90,500
Additioanl FSI (1648.40 x 0.50)	824.20	76,250	0.50		3,14,22,625
Admissible TDR (1648.40 x 1)	1,648.40	76,250	0.70		8,79,83,350
Fungible FSI (1648.40 + 824.20 + 1648.40 = 4121.00 sq.mtrs.) (4121.00 x 0.35 = 1442.35 sq.mtrs.)	4,121.00	1,442.35			

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Free Fungible (on existing area) (1992.27 x 0.35 = 697.29)	697.29	76,250	1.00	5,31,68,643
Charging Premium (1442.35 - 697.29 = 745.06)	745.06	76,250	0.50	2,84,05,272
Total	5,563.35			32,66,70,390
Average Rate	Total Value/total area		58718.29	
Market Value I	Balance Area * Average Rate			
(Balance Area = Total permissible area - New area given to Society members)				
	5,563.35	2477.56	=	3,085.79 sq.mtrs
	Balance Area * Average Rate			
	3,085.79	58718.29		18,11,92,556
Market Value				18,11,92,556
Road Set Back Area Value	64.00	76,250	0.8	39,04,000
Non-Eligible Tenants Value As per Guidline 1-B				
i) 5 Residential (Tenants) Sr.No.37, 38, 39, 40, 41 (As per Annexure-G) Area - 978.00 Sq.ft Carpet 109.07 Sq.mtr Builtup (1,66,280 - 76,250 = 90,030)	109.07	90030	0.51	50,07,982
Non-Eligible Tenants Value As per Guidline 1-B				
ii) 6 Commercial (Shop) (Tenants) Sr.No.31, 32, 33, 34, 35, 36 (As per Annexure-G) Area - 986.00 Sq.ft Carpet 109.96 i.e. 110.00 Sq.mtr Builtup (2,60,200 - 76,250 = 1,83,950)	110.00	183950	0.51	1,03,19,595
				1,53,27,577
Total (A+B+C)				20,04,24,133
	Value of Developers area is Market Value is i.e. Rs			
				20,04,25,000
Consideration				Amount in Rs.
1. New area given to Society members	2338.52	30250	1.05	7,42,77,315
2. New area given to the Tenants	139.03	30250	1.05	4416050
3. Rent For Residential Members (Page No.20, Para No.3.1.1)				
For 12 Months	15900.00	65	12	1,24,02,000
For 12 Months	15900.00	70	12	1,33,56,000
4. Rent For Tenants (Page No.22, Para No.3.1.4)				
For 24 Months	15000.00	11	24	39,60,000
5. Rent For Residential Tenants (Page No.23, Para No.3.1.7)				
For 12 Months	978.00	115	12	13,49,640
For 12 Months	978.00	500	12	58,68,000
6. Rent For Shop Tenants (Page No.23, Para No.3.1.7)				
For 12 Months	986.00	115	12	13,60,680
For 12 Months	986.00	500	12	59,16,000
7. Brokerage Charges For Residential Members (Page No.24, Para No.3.2)				
For 1st Term	15900.00	65	1	10,33,500
8. Brokerage Charges For Shop Tenants (Page No.24, Para No.3.2)				
For First Term	986.00	115	1	1,13,390
9. Brokerage Charges For Residential Tenants (Page No.24, Para No.3.2)				
For First Term	978.00	115	1	1,12,470
10. Shifting Compensation For 2 BHK Flats Members (Page No. 23, Para No.3.3.iii)	20000	41		8,20,000
11. Security Deposit for each Existing Members (Page No.25, Para No.3.4)	100000	x	30	30,00,000



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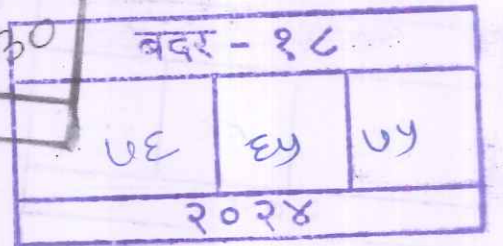
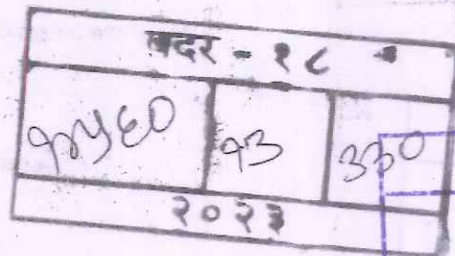
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12. Security Deposit for Tenants Holding residential Premises (Page No.25, Para No.3.4)	50000	x	11		5,50,000
13. Car Parking (Page No.32, Para No.8.1)	13.75	30250	33	0.25	34,31,484
14. Additional Area Cost (1992.27 x 1.35 = 2,689.56) (2,689.56 - 2477.56 = 212)	212	76,250	0.5		8082500
15. Fitness Center (Page No.31, Para No.7.1)	5563.35	30250	0.02		33,65,827
16. Common Facilities(Society office,toilet, W.cabin) (22.30+3+4.64=29.94)	29.94	30250			9,05,685
17. Development charges (2%)	2477.56	76,250	0.02		37,78,273
18. Infrastructure charges	2477.56	5000			1,23,87,779
				Consideration	Total
					16,04,86,592
				i.e.Rs.	16,04,87,000
STAMP DUTY PAYABLE ON AGT VALUE OR MARKET VALUE WHICHEVER IS HIGHER					
	Amount	Article		Stamp Duty Amount	
Market Value	20,04,25,000	5(g-a) @ 5%		1,00,21,250	
3 Flats as Security Premises Flat No.1002 Area 546.00 Sq.ft Carpet of C Wing Flat No.802 Area 525.00 Sq.ft Carpet of B Wing Flat No.1002 Area 620.00 Sq.ft Carpet of A Wing Total Area 1691.00 Sq.ft Carpet i.e. 1691.00 x 1.1 /10.76 = 172.87 Sq.Mtrs (172.87 x 1,66,280 x 1.05 = Rs.3,01,82,064.78/- i.e Rs.3,01,82,500/- (Page No.40, Para No.13.1)	3,01,82,500	54(ii) @ .3%		90,548	
	Total Stamp Duty Payable			1,01,11,798/-	



वरील प्रमाणे दस्तातील मिळकतीचे मोबदलामुल्य रक्कम रु. 16,04,87,000/- हे बाजारमुल्य रक्कम रु. 20,04,25,000/- पेक्षा कमी असल्याने जास्तीच्या बाजारमुल्य रक्कम रु. 20,04,25,000/- वर मुद्रांक शुल्काचा भरणा केला आहे.

बाजारमुल्य रक्कम (रु.)	अनुच्छेद	देय मु.शु (रु.)
20,04,25,000/-	5 (g-a)(5%)	100,21,250/-
3 Flats as Security Premises Flat No.1002 Area 546.00 Sq.ft Carpet of C Wing Flat No.802 Area 525.00 Sq.ft Carpet of B Wing Flat No.1002 Area 620.00 Sq.ft Carpet of A Wing.Total Area 1691.00 Sq.ft Carpet i.e. 1691.00 x 1.1 /10.76 = 172.87 Sq.Mtrs (172.87 x 1,66,280 x 1.05 = Rs.3,01,82,064.78/- i.e Rs.3,01,82,500/- (Page No.40, Para No.13.1)	54(ii) @ .3% or Max 20 lac	90,548/-
एकूण		1,01,11,798/-



अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 5(g-a)(5%) व 54(ii) @ .3% नुसार मुद्रांक शुल्क रु. 1,01,12,000/- देय असल्याबाबत जा.क्र./अभि/आदेश/3958/2023 दिनांक. 09/08/2023 अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरून मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 10/08/2023 रोजी विरूपित केलेल्या चलन क्र. MH006441222202324M वरून दिसून येत असल्याने दिनांक. 09/08/2023 रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.
2. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहिल त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, अंधेरी हे जबाबदार राहणार नाहीत.
3. एकुण पाने 1 ते 176 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे

(डॉ. जयश्री केदार)

मुद्रांक जिल्हाधिकारी, अंधेरी.

प्रति	M/S. New India Constructions
पत्ता	401-A, Vertex Vikas, Sir M.V.Road, Andheri (East), Mumbai - 400069.
प्रत	सह दुय्यम निबंधक अंधेरी कार्यालय क्र.1/2/3/4/5/6/7



क्र-१८		
१४५६०	१४	३३०
बंदर - ३४२३		
७६	६६	७५
२०२४		

A13

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMRUTBEN VASANTJI BAUVA

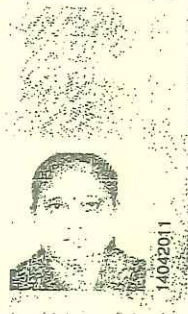
PACHUBHAI RAGHAVJI GALA

02/01/1959

Permanent Account Number
AQHPB1454A

सहस्रनाम

Signature



A.V. BAUVA



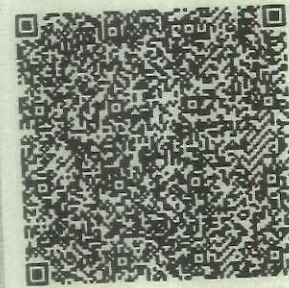
बदर - १८		
७६	६५	७५
२०२४		

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAUFN6781B



नाम / Name
NEW INDIA CONSTRUCTIONS

29112022

निगमन / गठन की तारीख
Date of Incorporation / Formation
11/11/2022

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KUNTAL NIRANJAN SHAH

NIRANJAN POPATLAL SHAH

31/05/1976

Permanent Account Number

AAWPS9620C



Signature



बदर - १८		
५६	६८	५५
२०२४		



आयकर विभाग

INCOME TAX DEPARTMENT
ANAMIKA BHUVAN CO OP HOUSING
SOCIETY



भारत सरकार
GOVT. OF INDIA



31/07/1976

Permanent Account Number
AACAA4722E

Signature

Handwritten marks in blue ink



बदर - १८		
७६	६६	७५
२०२४		



भारत सरकार
Government of India



चेतन हरिलाल चौहान
Chetan Harilal Chauhan
जन्म तारीख/DOB: 20/01/1983
पुरुष/ MALE

3001 0576 6604

VID : 9180 8374 9744 2953

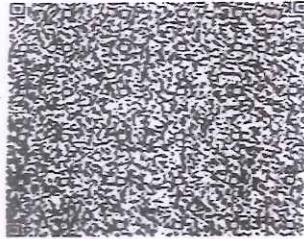
माझे आधार, माझी ओळख



भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता:
रूम न-06, दत्तु केनी चाल, एम जी रोड, चारकोप गांव,
कांदिवली वेस्ट, मुंबई, मुंबई,
महाराष्ट्र - 400067

Address:
Room No-06, Dattu Keni Chawl, M G
Road, Charkop Village, Kandivali West,
Mumbai, Mumbai,
Maharashtra - 400067



QR Code from Photograph

[Handwritten signature]

3001 0576 6604

VID : 9180 8374 9744 2953

CS Scanned with CamScanner



भारत सरकार
Government of India



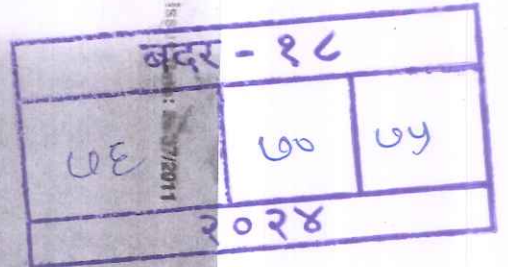
सागर प्रेमचंद गुप्ता
Sagar Premchand Gupta
जन्म तारीख/DOB: 01/10/1981
पुरुष/ MALE

Download Date: 18/05/2011

4133 1911 5246

VID : 9142 1465 7301 0844

माझे आधार, माझी ओळख



[Handwritten signature]

514/76

मंगळवार, 02 जानेवारी 2024 11:31 म.पू.

दस्त गोषवारा भाग-1

बदर 18

दस्त क्रमांक: 76/2024

दस्त क्रमांक: बदर 18 / 76/2024

बाजार मूल्य: रु. 01/-

मोवदला: रु. 00/-

भगलेले मुद्रांक शुल्क: रु. 100/-

दु. नि. सह. दु. नि. बदर 18 यांचे कार्यालयात

पावती: 82

पावती दिनांक: 02/01/2024

अ. क्र. 76 वर दि. 02-01-2024

मादरकरणाचे नाव: अमृतबेन व्ही. बऊवा -

रोजी 10:41 म.पू. वा. हजर केला.

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1500.00

पृष्ठांची संख्या: 75

एकूण: 1600.00

A.V. BAWU
दस्त हजर करणाऱ्याची मही:Joint S. R. Ancheri 7
सह. दुय्यम निबंधक, अंधेरी क्र. ७

सह. दुय्यम निबंधक, अंधेरी क्र. ७

दस्ताचा प्रकार: पर्यायी जागेचा करार

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

शिक्का क्र. 1 02 / 01 / 2024 10 : 41 : 56 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 02 / 01 / 2024 10 : 42 : 44 AM ची वेळ: (फी)

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०६ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीम दाखल केलेला आहे. दस्तातील संपूर्ण पत्रकूर निष्पादक व्यक्ती, साक्षीदार व सोवत जोडलेल्या साक्षीदारांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

m. k. Deshpande

लिहून देणारे

S. R. Ancheri

रि. १२

A.V. BAWU

लिहून देणारे



बदर - १८		
०६	०२	०५
२०२४		



दस्त गोषवारा भाग-2

बदर 18

दस्त क्रमांक:76/2024

02/01/2024 11 30:41 AM

दस्त क्रमांक :बदर18/76/2024

दस्ताचा प्रकार :-पर्यायी जागेचा करार

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मेसर्स न्यू इंडिया कंस्ट्रक्शन्स तर्फे भागीदार कुंतल एन. शाह - पत्ता:प्लॉट नं: ए / 401, माळा नं: -, इमारतीचे नाव: व्हर्टेक्स विकास, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पॅन नंबर:AAUFN6781B	लिहून देणार वय :-47 स्वाक्षरी:-		
2	नाव:अनामिका भुवन को. ऑ. हौ. सो. लि. तर्फे चेअरमन मणालाल के. देदीया - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. सो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पॅन नंबर:AACAA4722E	लिहून देणार वय :-75 स्वाक्षरी:-		
3	नाव:अनामिका भुवन को. ऑ. हौ. सो. लि. तर्फे ट्रेझरर गांगजी शामजी शाह - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. सो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पॅन नंबर:AACAA4722E	लिहून देणार वय :-77 स्वाक्षरी:-		
4	नाव:अमृतबेन व्ही. बऊवा - पत्ता:प्लॉट नं: ए / 3, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ सो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पॅन नंबर:AQHPB1454A	लिहून घेणार वय :-64 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथित पर्यायी जागेचा करार चा दस्त ऐवज करून दिल्याचे कबुल करतात.

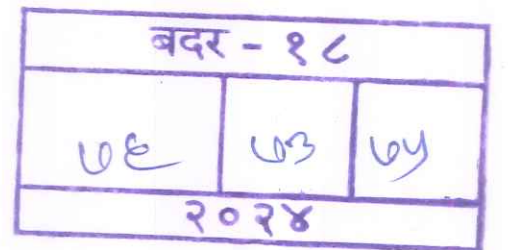
ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:सागर गुसा - वय:35 पत्ता:खार पुर्व मुंबई पिन कोड:400051		
2	नाव:सी. एच. चौहाण - वय:40 पत्ता:6, दत्तु चाळ, चारकोप, कांदिवली पश्चिम, मुंबई. पिन कोड:400067		

खालील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्र.	पक्षकाराचे नाव व पत्ता
1	अनामिका भुवन को. ऑ. हौ. सो. लि. तर्फे सेक्रेटरी मोहन एस. जैन :- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. सो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. AACAA4722E

Joint S.R. Andheri-7
सह. दुय्यम निबंधक, अंधेरी क्र. ७



दस्त गोषवारा भाग-2

बदर18

दस्त क्रमांक:76/2024

09/01/2024 9 36:32 AM

दस्त क्रमांक :बदर18/76/2024

दस्ताचा प्रकार :-पर्यायी जागेचा करार

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:अनामिका भुवन को. ऑ. हौ. सो. लि. तर्फे सेक्रेटरी मोहन एस. जैन - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. सो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. पॅन नंबर:AACAA4722E	लिहून देणार वय :-64 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत पर्यायी जागेचा करार चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:09 / 01 / 2024 09 : 35 : 42 AM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणाऱ्या व्यक्तीस ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:सागर गुप्ता -
वय:35
पत्ता:खार पूर्व मुंबई
पिन कोड:400051

2 नाव:सी. एच. चौहाण -
वय:40
पत्ता:6, दत्तू चाळ, चारकोप, कांदिवली पश्चिम, मुंबई.
पिन कोड:400067



बदर - १८		
७६	७४	७५
छायाचित्र २४		ठसा प्रमाणित



खालील पक्षकाराची कबुली उपलब्ध आहे .

अनु क्र.	पक्षकाराचे नाव व पत्ता अमृतबेन व्ही. बऊवा :- प्लॉट नं: ए / 3, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ सो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. AQHPB1454A
1	मेसर्स न्यू इंडिया कंस्ट्रक्शन्स तर्फे भागीदार कुंतल एन. शाह :- प्लॉट नं: ए / 401, माळा नं: -, इमारतीचे नाव: व्हर्टेक्स विकास, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. AAUFN6781B
2	अनामिका भुवन को. ऑ. हौ. सो. लि. तर्फे चेअरमन मणीलाल के. देढीया :- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. सो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. AACAA4722E
3	अनामिका भुवन को. ऑ. हौ. सो. लि. तर्फे ट्रेझरर गांगजी शामजी शाह :- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. सो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. AACAA4722E
4	

खालील पक्षकाराची कबुली उपलब्ध आहे .

अनु क्र.	पक्षकाराचे नाव व पत्ता अमृतबेन व्ही. बऊवा :- प्लॉट नं: ए / 3, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को ऑ हौ सो लि, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. AQHPB1454A
1	मेसर्स न्यू इंडिया कंस्ट्रक्शन्स तर्फे भागीदार कुंतल एन. शाह :- प्लॉट नं: ए / 401, माळा नं: -, इमारतीचे नाव: व्हर्टेक्स विकास, ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. AAUFN6781B
2	अनामिका भुवन को. ऑ. हौ. सो. लि. तर्फे चेअरमन मणीलाल के. देढीया :- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. सो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. AACAA4722E
3	अनामिका भुवन को. ऑ. हौ. सो. लि. तर्फे ट्रेझरर गांगजी शामजी शाह :- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अनामिका भुवन को. ऑ. हौ. सो. लि., ब्लॉक नं: अंधेरी पूर्व, मुंबई - 400069, रोड नं: सर एम. व्ही. रोड, महाराष्ट्र, मुम्बई. AACAA4722E
4	

शिका क्र.4 ची वेळ:09 / 01 / 2024 09 : 36 : 13 AM

शिका क्र.5 ची वेळ:09 / 01 / 2024 09 : 36 : 32 AM नोंदणी पुस्तक 1 मध्ये

Joint S.R. Andheri-7

सह. दुय्यम निबंधक, अंधेरी क्र. ७

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Ms New India Construction	eChallan	10000502023122107137	MH012785850202324P	100.00	SD	0006999011202324	02/01/2024
2		DHC		1223211720202	1500	RF	1223211720202D	02/01/2024
3	Ms New India Construction	eChallan		MH012785850202324P	100	RF	0006999011202324	02/01/2024

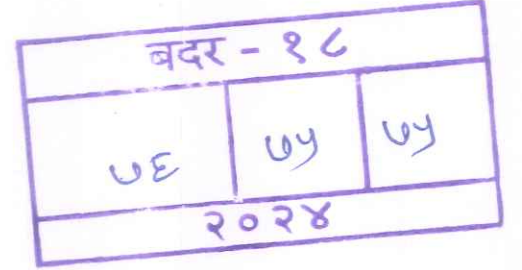
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सह. दुय्यम निबंधक, अंधेरी क्र.-७,
मुंबई उपनगर जिल्हा

बदर-१८/ ७६ १२०२४
पुस्तक क्रमांक १, क्रमांक.....I.....वर
नोंदला.

दिनांक: ०९/०९/२०२४

(परिमल वर्दम)

सह. दुय्यम निबंधक, अंधेरी क्र.-७,
मुंबई उपनगर जिल्हा.



AGREEMENT FOR PERMANENT ALTERNATE ACCOMMODATION (PAAA)

BETWEEN

M/S. NEW INDIA CONSTRUCTIONS

401-A, VERTEX VIKAS, SIR M. V. ROAD, ANDHERI (EAST), MUMBAI 400069

(DEVELOPER)

AND

MRS. AMRUTBEN V. BAUVA

**FLAT NO. A-3, "ANAMIKA BHUVAN", SIR M. V. ROAD, ANDHERI (EAST),
MUMBAI-400 069**

(MEMBER)

AND

ANAMIKA BHUVAN CO-OPERATIVE HOUSING SOCIETY LIMITED

SIR M. V. ROAD, ANDHERI (EAST), MUMBAI-400 069

(THE SOCIETY)

DATED, 2023