



Tuesday, February 09, 2016
8:28 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 1354 दिनांक: 09/02/2016

गावाचे नाव: मालाड
दस्तऐवजाचा अनुक्रमांक: बरल-3-1128-2016
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: सुरेश दयाराम जायसवाल

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 1580.00
पृष्ठांची संख्या: 79

एकूण: रु. 31580.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
8:48 PM ह्या वेळेस मिळेल.

सह दु.नि. बोरीवली 3

बाजार मुल्य: रु. 6048100.2 /-
भरलेले मुद्रांक शुल्क: रु. 400000/-

मोबदला: रु. 8000000/-

सह दुय्यम निबंधक, बोरीवली क्र. ३,
मुंबई उपनगर जिल्हा.

- 1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH007148048201516E दिनांक: 09/02/2016
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: By Cash रक्कम: रु. 1580/-

S.D. Sarsule

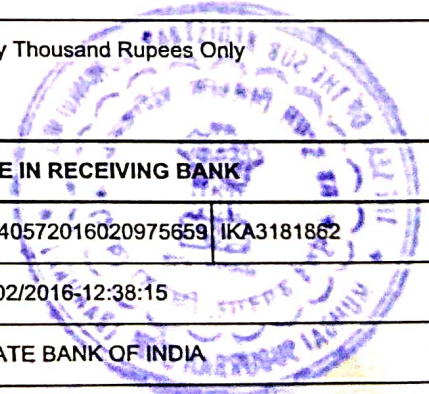
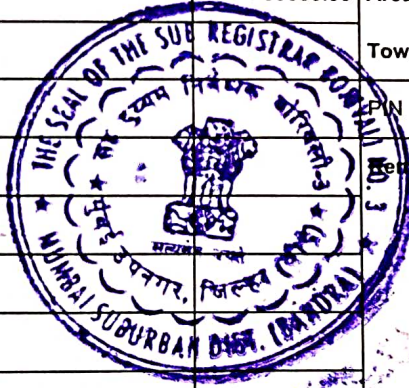
मूळ दस्त, थंबनेल प्रिंट व
सी.डी. परत केल्याचा दि.

11/02/2016



CHALLAN
MTR Form Number-6

GRN	MH007148048201516E	BARCODE	[Barcode]				Date	09/02/2016-12:37:14	Form ID	25.2
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Stamp Duty			TAX ID (If Any)						
	Registration Fee			PAN No. (If Applicable)		AFZPJ8947B				
Office Name	BRL3_JT SUB REGISTRAR BORIVALI 3			Full Name		MR SURESH D JAISWAL AND OTHERS				
Location	MUMBAI			Flat/Block No.		SHOP NO 6A GROUND FLOOR B WING SHR				
Year	2015-2016 One Time			Premises/Building		INATH APARTMENT				
Account Head Details		Amount In Rs.		Road/Street		SHANTILAL MODI ROAD				
0030045501 Stamp Duty		400000.00		Area/Locality		KANDIVALI WEST MUMBAI				
0030063301 Registration Fee		30000.00		Town/City/District		MUMBAI				
				PIN		4 0 0 0 6 7				
				Remarks (If Any)						
				PAN2=AAMFS8806J--SecondPartyName=SHR						
				EE SAI CONSULTANTS-						
				Amount In		Four Lakh Thirty Thousand Rupees Only				
Total		430000.00		Words						
Payment Details			STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque-DD Details			Bank CIN	REF No.	00040572016020975659		IKA3181862			
Cheque/DD No			Date		09/02/2016-12:38:15					
Name of Bank			Bank-Branch		STATE BANK OF INDIA					
Name of Branch			Scroll No. , Date		Not Verified with Scroll					



S.O. Saiswal

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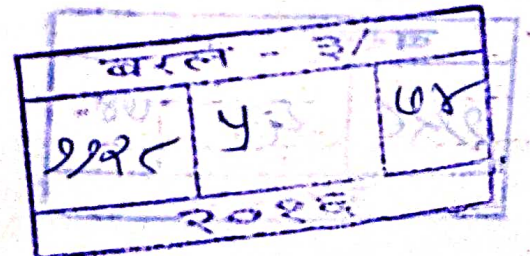
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Mobile No. : Not Available

मूल्यांकन पत्रक (सहाई क्षेत्र - बंदोर्ग)					
Valuation ID	201802093815	199 February 2018 18 25 PM			
मूल्यांकनाचे वर्ष	2016				
जिल्हा	मुंबई उपनगर				
मूल्य विभाग	समाप्त (उत्तर) / शरीरकरी)				
उप मूल्य विभाग	64/31(रस्ता शोभात्यास शीटी रोड				
शेडी नंबर / ल भू हज्यांक	सि टी एस नंबर#323				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन 72वर्ग	निवारी शटनिका 121000	वर्ग्यालय 164800	दुकाने 209400	औद्योगिक 121000	श्रीजगदात्मनी तंकक वीरस शीटर
बांधीस होबाची माहिती					
मिळकतीचे क्षेत्र	18 88घौरस मीटर	मिळकतीचा वापर -	तळमजल्यावरील दुकाने	मिळकतीचा प्रकार -	बांधील
बांधकामाचे वर्गीकरण	1-आर सी सी	मिळकतीचे वय -	0 to 2वर्षे	मूल्यदर/बांधकामाचा दर -	Rs. 209400/-
उदचवाहन सुविधा	नाही	सजला -			
रस्ता सन्मुख -	आहे				
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर	= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार मविन दर) + खुल्या जमिनीचा दर) = ((209400-72600) * (100 / 100)) + 72600) = Rs 209400/-				
रस्ता सन्मुखनुसार मूल्यदर	= 100% of 209400 = Rs. 209400/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 209400 * 18 88 = Rs. 3953472/-				
C) पोटमजल्याचे क्षेत्र	14 29घौरस मीटर				
पोटमजल्याचे मूल्य	= 14 29 * (209400 * 70/100) = Rs. 2094628 2/-				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + पोटमजल्याचे मूल्य + लगतच्या गच्छीचे मूल्य + वरील गच्छीचे मूल्य + बंदिसत वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य = A + B + C + D + E + F + G + H = 3953472 + 0 + 2094628.2 + 0 + 0 + 0 + 0 + 0 = Rs. 6048100.2/-				

Home

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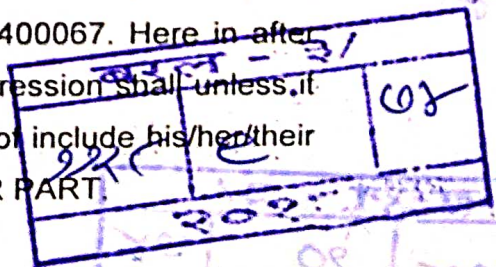
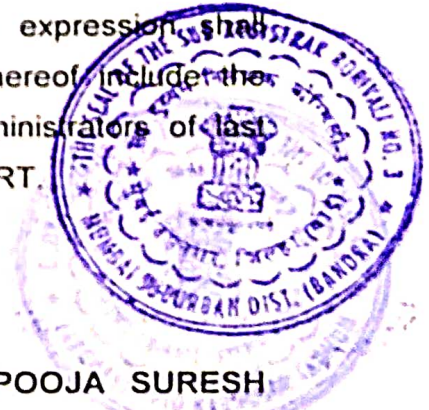
S. D. Jaiswal
P. S. Jaiswal

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai, this 9th day of February in the year Two Thousand Sixteen (2016) BETWEEN M/S.SHREE SAI CONSULTANTS a partnership firm having its office at 1st Ramkrupa, Devji Bhimji Lane, Mathuradas Road, Kandivli (West), Mumbai- 400 067. hereinafter called "THE DEVELOPERS" which expression shall unless it be repugnant to the context or meaning thereof include the partners for the time being the heirs, executors, administrators of last surviving partner their, his or her assigns) of the ONE PART.

AND

1) MR. SURESH DAYARAM JAISWAL 2) MRS. POOJA SURESH JAISWAL both adults having residing address at I/301, Modi park, Iraniwadi Road no. 03, Kandivali (W), Mumbai:- 400067. Here in after referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or the meaning thereof include his/her/their heirs, executors and administrators) of the OTHER PART.



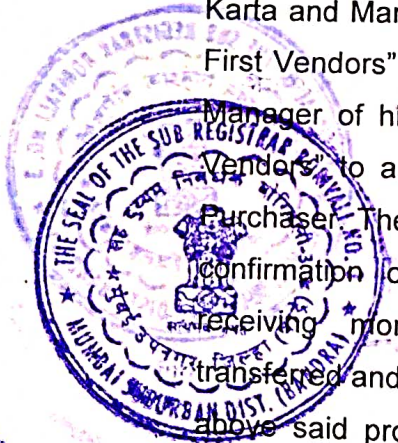
P.S. Jaiswal

S.D. Jaiswal

WHEREAS:

- A) One M/s. Shrinath Development Corporation a partnership firm constructed buildings on the property bearing plot No.38; S. No. 93, Hissa No.2, corresponding to C.T.S. Nos. 323A, 323/1 and 323/2 admeasuring about 2692 sq. yards equivalent to 2197.84 square mtrs., Village Malad (North), Taluka Borivali, in the registration Sub-District of Bandra, Bombay and sold Flat/shop s/units/garages therein on what is known as ownership basis uder diverse agreements of sale and have put various acquires of Flat/shop s/units/garage in the building in possession of their respective Flat/shop s/units/garages.
- B) The various purchasers acquired of Flat/shops/units formed and registered a society by the name **The Jay Shrinath Niwas Co-operative Housing Society Ltd.** under the provision of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG-5664 of 1978 dated 28.11.1978, hereinafter referred to as "the said society".
- C) By and under Indenture of Conveyance dated 28/2/1979 registered under registration no. S-970-1979 dated 10/1/1979 before sub-registrar of Assurance at Mumbai between Mohanlal Maganlal Patani for self as Karta and Manager of his HUF and 5 others therein referred to as "the First Vendors" and Natwarlal Maganlal Patani for self and as Karta and Manager of his HUF and 6 other therein referred to as "the second Vendors" to as "the Confirming Parties" and the said Society as the Purchaser. The said Mohanlal Maganlal Patani HUF and members with confirmation of M/s. Shrinath Development Corporation and upon receiving monetary and other consideration granted conveyed transferred and assured unto the purchaser being the said society all the above said property and more particularly described in the schedule hereunder written.

- D) Jay Shrinath Niwas CHS Ltd. are absolute owner of land acquired under registered conveyance dated: 28/2/1979 for the land bearing plot No.38, S. No. 93, Hissa No.2, corresponding to C.T.S. Nos. 323A, 323/1 and 323/2 admeasuring about 2692 sq. yards equivalent to 2197.84 square mtrs., lying being and situate at Village Malad (North), Taluka Borivali in



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the registration Sub-District of Bandra, Bombay together with the building known as "Shrinath Apartment" standing thereon and more particularly described in the schedule hereunder written and hereinafter referred to as said property.

- E) As such, the said society is the owner of the said property and is absolutely seized and possesses off and / or otherwise well and sufficiently entitled to the said property.
- F) The building know as "**Shrinath Apartment**" consisting of 2 wings known as Wing `A` having ground plus 4 upper floors consisting of 18 Flat/shop s and wing `B` having ground plus 6 Floors containing of 27 Flat/shop s is standing on the said property.
- G) The said building is in a dilapidated condition and that the same is incapable of being repaired / (is in such a condition that it requires extensive repairs and the members of the society are not in position to meet with cost of said repairs) and hence the existing building requires to be demolished and to be redeveloped by constructing new building on the property.
- H) Under the provisions of the development Control Regulations, it is possible to avail of the benefit of the Transferable Development Rights (T.D.R) on the said property and to utilize the same on the said property.
- I) The society has neither the time nor expertise nor have finance for undertaking the said re- development, the purchase of T.D.R etc. and to construct the new building on the said property.
- J) The Society member are of the view that by utilizing the T.D.R/F.S.I and selling the additional Flat/shop s to outsiders, the said entire cost of construction of the new building can be met with so that the present member of the society get the Flat/shop in the new building having area admeasuring as per development agreement without incurring / paying cost of construction.
- K) There have been negotiations between the society and the developers herein and as a result of which the society has decided to grant the development rights in favour of the developer here in on the terms and conditions mutually agreed between the parties here to



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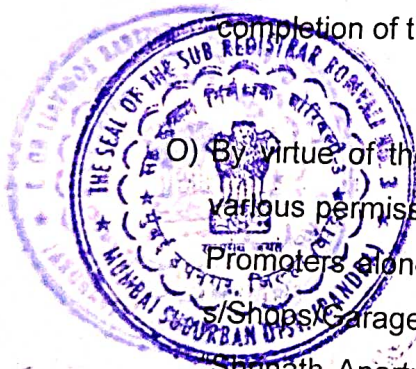
L) By a Development Agreement dated: 30th December, 2011 duly registered under No. BDR-16-560-2012, dated 20/1/2012 executed between the Developers here in and the said **Jay Shrinath Niwas Chs. Ltd.**, the said Society have agreed to grant Development right to the Developers herein respect of the said property more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions set out in the said Development Agreement.

M) The said Developers has submitted building plans to the Brihan Mumbai Municipal Corporation and the Corporation has sanctioned the same vide I.O.D dated 14th November, 2013 under reference No. CHE/A-5298/BP(WS)/AR of 2013-2014 thereby permitting the said Developers to construct building/s consisting ground + two podium + Ten upper floors on the said Land.

N) The Developers have entered into a standard agreement with an Architect registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects; whereas the Developers has appointed a Structural Engineer for the preparation of the structural design and drawings of the said building/s on the said property. The Developers accept the professional supervision of the Architect and the Structural Engineer till the completion of the said construction work.

O) By virtue of the above mentioned Agreements/Power of Attorney and various permissions and NOC'S granted by the statutory authorities, the Promoters alone have the sole and exclusive right to sell the Flat/shop/s/Shop/Garages and other premises in the said building/s known as "Shrinath Apartment" to be constructed by the Developers on the said property and to enter into Agreement/s with the shop Purchaser/s of the shop and to receive the sale price in respect thereof.

P) The shop Purchaser/s demanded from the Developers and the Developers has given inspection to the shop Purchaser/s of all the documents of title relating to the said property, the Plans, designs and specifications prepared by the Developers Architect and of such other documents as are specified under the Maharashtra Ownership



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Flat/shops (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred as MOFA) and the Rules made there under.

- Q) A copy of Title Report issued by the Solicitors of the Society, Certificate of Title issued by the Advocate of the Developers, copies of Property Card, Plans etc. or any other relevant revenue record showing the nature of the title of the Developers to the said Property on which the said shop are constructed or are to be constructed and a copy of the plan approved by the concerned local Authority, Floor plan of the shop agreed to be purchased by the shop Purchaser/s and the list of Amenities to be provided by the promoters have been annexed hereto and marked as Annexure respectively.
- R) The Developers had obtained all the necessary permissions from the concerned departments for the development of the said property and also got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building. However, the F.S.I. available for construction is likely to increase and the Developers intend to use and shall be entitled to use the same as provided hereinafter and for that purpose the developers shall be entitled to amend the plans from time to time of any building constructed or to be constructed on any part or portion of the said property in its present state or after amalgamation with other properties in the sole discretion of the Developers.
- S) While sanctioning the said plans for the said proposed building the concerned local competent authorities and/or Government have laid down certain terms, conditions, stipulation and restrictions which are to be observed and performed by the Developers while developing the said property and the said building and upon due observance and performance of which only the occupation and the completion certificate in respect of the building shall be granted by the concerned local authority.
- T) The shop Purchaser/s has/have applied to the Developers for allotment to the shop Purchaser/s, a **shop No. 6A** on the **Ground** floor in '**B**' **Wing** having admeasuring carpet area **15.73** sq. mtrs. i.e. **169** sq. ft. carpet area and loft, in the said building known as "**Shrinath Apartment**" to be constructed on the said property more particularly



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described in the Schedule here under written (here in after referred to as "the said shop").

U) The Municipal Corporation of Greater Mumbai has Sanctioned building plans under No. CHE/A-5298/BP(WS)/AR of 2013-2014 dated 14th November, 2013, in respect of the residential Flats/shops, Terrace, Car parking, Garages etc, on the said property and issued a C.C. bearing No. CHE/A-5298/BP(WS)/AR of 2013-2014, dated 26th August, 2014 in respect of the said building/s plan sanctioned as above. Whereby the Developers have got sanctioned the lofts in each of the Shops, as per the Plans and specifications approved by the Municipal Corporation of Greater Mumbai, including the **Shop No. 6A** having loft area admeasuring carpet area **11.91 sq. mtrs. i.e. 128.15 sq. ft.** carpet area, the allotment of shops shall always be deemed mean and include the shop along with inbuilt loft area.

V) The shop Purchaser/s has/have entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc. recited and referred above.

W) Under Section 4 of the said Act the Developers are required to execute a written Agreement for Sale of said Shop to the Shop Purchaser/s, being the fact of these presents and also to register said agreement under the Registration Act.

X) Relying on the said application, declaration and agreement contained in this agreement the Developers agrees to sell to the Shop Purchaser/s the said Shop at the price and on the terms and conditions here in after appearing.



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

1. Subject to the terms, conditions and provision contained in the hereinbefore recited Agreements, the Shop Purchaser/s hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Purchaser/s in the building Known as "**Shrinath Apartment**" Shop No. **6A** on **Ground Floor**, in "**B**" Wing, admeasuring **15.73 sq. mtrs. i.e. 169 sq. ft.** Carpet area, as shown in the floor plan there of

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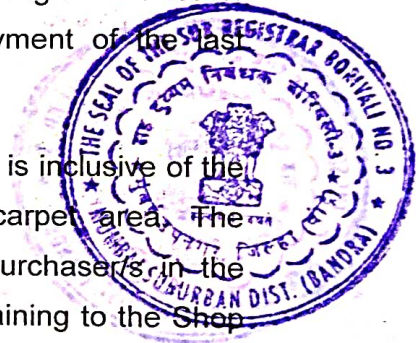
P.S. Jaiswal
S.D. Jaiswal

here to annexed and marked Annexure "A" with amenities as described in Schedule Annexure "B" for the aggregate price of **Rs.80,00,000/- (Rupees Eighty Lakhs Only)** including the proportionate price of the "Common areas and facilities" appurtenant to the premises, the nature extent and description of the common/limited common areas and facilities/ limited common areas and facilities which are more particularly described in the Second Schedule here under written. The Shop Purchaser/s has/have paid a sum of **Rs. 10,00,000/- (Rupees Ten Lakhs only)** as part Payment on or before the execution of these present. It is agreed between the parties that the balance payment of **Rs. 70,00,000/- (Rupees Seventy Lakhs Only)** payable as per payment schedule Annexure "C".

PROVIDED FURTHER that the shop Purchaser/s shall pay the last installment of the purchase price within seven days from the receipt of the intimation from the Developers that the unit agreed to be purchased by him/her/them is ready for occupation and Shop Purchaser/s failing to make payment, the developers shall be at liberty to exercise their other rights as set out in this agreement including a right to terminate these and sell the said unit to any other person.

PROVIDED FURTHER that the shop Purchaser/s under this Agreement shall pay the deposits in respect of the meter, Advance maintenance, Application money, Share money, Development charges and other deposits payments as provided along with the payment of the last installment.

2. The consideration price for the above mentioned shop is inclusive of the loft area of **11.91 sq. mtrs. i.e. 128.15 sq. ft. carpet area**. The percentage of the undivided interest of the shop Purchaser/s in the common areas and facilities limited or otherwise pertaining to the Shop shall be in proportion of the area of the said Shop to the entire area of the entire Shop in the said building known as ""Shrinath Apartment".
3. The Developers hereby agree to observe, perform and comply with or caused to be observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said Plans or hereafter and shall, before handing over possession of the shop to the Shop Purchaser/s, obtain from the concerned local authority



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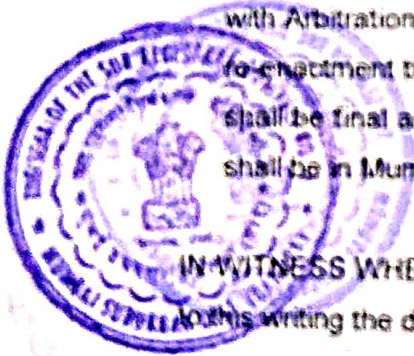
P.S. Jaiswal
S.O. Jaiswal

anything towards such expenses. The proportionate share of the costs, charges and expenses payable by the Shop Purchaser/s shall be paid by the Shop Purchaser/s immediately on demand.

38. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Shop in the said Building if any, shall belong exclusive use of the respective Purchaser/s of the Terrace Shop and such terrace spaces are intended for the exclusive use of the respective Terrace Shop Purchaser/s. The said Terrace shall not be enclosed by the Shop Purchaser/s till the permission in writing is obtained from the concerned Local Authority and the Developers or the Society or as the case may be.

39. This Agreement shall always be subject to the provision of the Maharashtra Ownership Flat/Shop Act, (Mah. Act No. XV of 1971) and the Rules made there under.

40. In the event of any disputes, or difference arising between the parties hereto, as regards construction, the meaning and interpretation of these presents or any of the clauses hereto as also the performance, failure, breach or violation of any of the terms, conditions and covenant contained under these presents during subsistence of these presents or even thereafter the same shall be referred to arbitration in accordance with Arbitration and conciliation Act 1996 or any statutory modification or re-enactment there of for the time in force. The decision of the Arbitrator shall be final and binding on the parties hereto. The place of Arbitration shall be in Mumbai.



IN WITNESS WHERE OF the parties here to have set their hands and seal to this writing the day and the year here in before written.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

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APARTMENT	

The Shop No. 6A on Ground Floor, in "B" Wing, admeasuring carpet area 15.73 sq. mtrs. i.e. 169 sq. ft. Carpet area, building Known as "SHRINATH APARTMENT" situated at Jay Shrinath Niwas Co-operative Housing Society Limited, Shantilal Modi Road, Kandivali (West), Mumbai - 400 067, all that piece and parcel of the land bearing Plot No.38, S. No. 93, Hissa

P.S. Jaiswal
S.D. Jaiswal

No.2, corresponding to C.T.S. Nos. 323A, 323/1 and 323/2 admeasuring about 2692 sq. yards equivalent to 2197.84 square mtrs., lying being and situate at Village Malad (North), Taluka Borivali in the registration Sub-District of Bandra, Bombay.

Common Area and Facilities

Proportionate equal right to the immediate area abutting the main entrance door after the landing on the said floor of the said premises. With prorate right along with all purchaser/s of the said units in the building in which the said premises is situated (Applicable in case of Shops only) on the said floor.

SIGNED SEALED AND DELIVERED
By the within-named "DEVELOPERS"

) For Shree Sai Consultants

)
) *[Signature]*
) Partner



M/S. SHREE SAI CONSULTANTS

in the presence of

[Handwritten signatures in blue ink]



SIGNED SEALED AND DELIVERED by
the with in named "PURCHASER/S"

1) MR. SURESH DAYARAM JAISWAL

) *[Signature]*



2) MRS. POOJA SURESH JAISWAL

) *[Signature]*

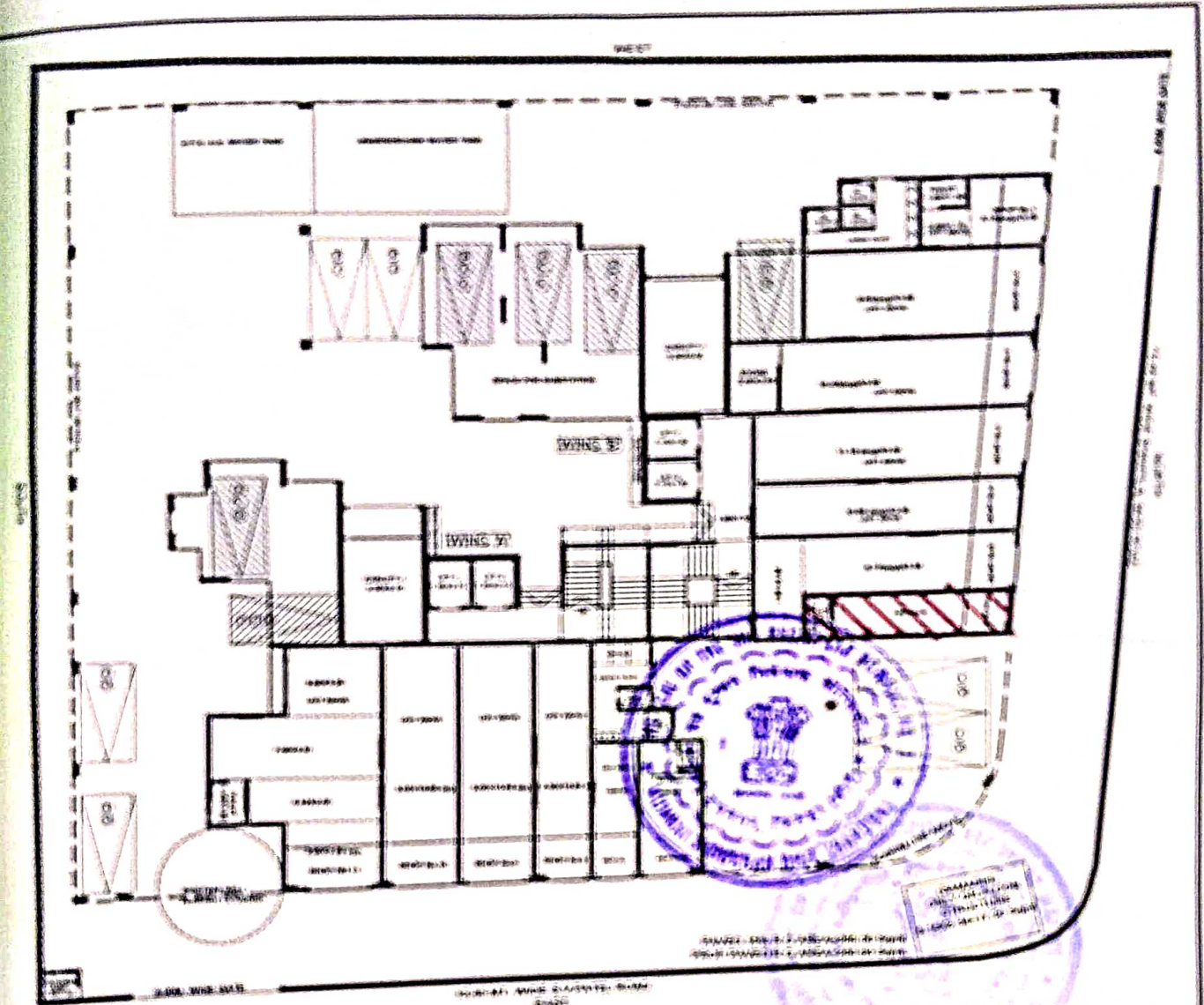


in the presence of

[Handwritten signatures: Suresh D. Jaiswal and S.K. Sin]

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Annexure "A"



GROUND FLOOR

For Shree Sai Consultants

Sl. No.	Particulars	Area (sq. ft.)	Volume (cu. ft.)
1
2
3
4
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DEVELOPERS: Jan. 2002

SHOP NO. 6A

MEMBERS: Suresh S. Jain
Prasanna S. Jain

FLOOR: GROUND

WING: B

DEVELOPERS
M/s SHREE SAI CONSULTANTS

PROPOSED BUILDING
SHRINATH APARTMENT
ON PLOT BEARING C.F.B. NO 329-A, 329-B, 329-C & 329-D OF VILLAGE MAJADUR AT
THE JUNCTION OF S.M. ROAD & S.V.R. ROAD, BANGSAL (WEST), MUMBAI 400 07

222 34 08
2025

Annexure "D"

No. CHE/A-5298/BP(WS)/AR of 2013-2014

BMPP-8028-2010-11-2,000 Forms (4a) Pages F/B

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Form -----
88

महानगरपालिका, मुंबई, जिल्हा मुंबई, महाराष्ट्र, भारत
कार्यालय (पुणे), मुंबई-४०० ००१
दुरध्वनी क्र. २८५४३४९२

THIS IS D. / C. C. IS ISSUED SUBJECT
TO THE PROVISIONS OF URBAN LAND
REGULATIONS ACT 1973

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

**Intimation of Disapproval under Section 346 of the Mumbai
Municipal Corporation Act, as amended upto date**

No. CHE/A-5298/BP(WS)/AR of 2013-2014 | 4 NOV 2013

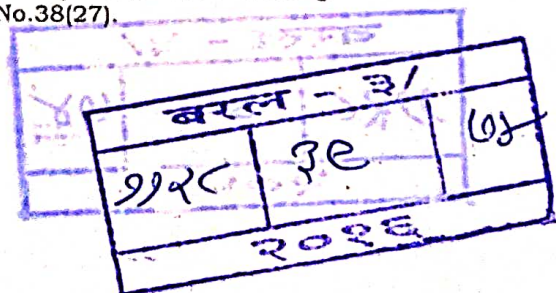
MEMORANDUM

**Owner : Shri Jayesh V. Tanna Partner of M/s. Shri Sai Consultant,
C.A. to Owner "Jai Shrinath Niwas C.H.S. Ltd."**

With reference to your Notice 337, letter No. 1764 dated 16.5.13 and delivered on 16.5.2013 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Proposed redevelopment of existing society building known as "Jai Shreenath Niwas C.H.S. Ltd." on C.T.S. No. 323A, 323B, 323/1 & 2 of Village Malad (North) at the Junction of S.M. Road & S.V. P. Road, Kandivali (West), Mumbai, furnished to me under your letter, dated 13 NOV 2013 I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you under section 346 of the Mumbai Municipal Corporation Act as amended upto date, my disapproval by thereof reasons:-

A - CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLINTH C.C.

1. That the C.C. under Sec. 44\69 (1) (a) of the M.R.T.P. Act will 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 before starting the work as per D.C.Reg.No.38(27).



() 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 _____ day of _____ 200, 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.

14 NOV 2014

Executive Engineer, Building Proposals, Zone, Wards

SPECIAL INSTRUCTIONS.

(1) THIS INTIMATION GIVEN 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 -

- (a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street".
- "(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.)- of such building.
- "(c) Not less than 92 ft. () meters 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.

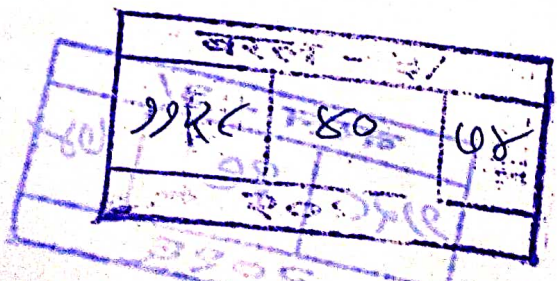
(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance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

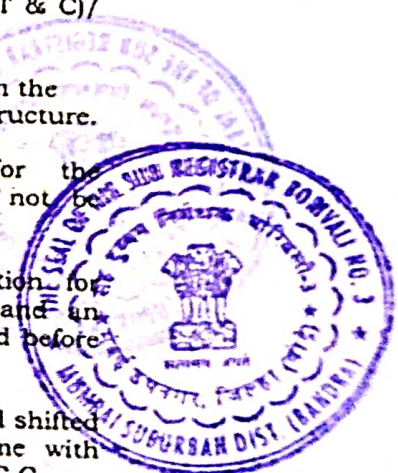
(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector of Mumbai Suburban District before the work is started. The non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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



No. CHE/A-5298/BP(WB)/AR of 2013-2014

3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specification for layout/D.P.road/or access roads/development of setback land will not be obtained from E.E.Road Construction(W.S.)Z-IV before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D) of before submitting B.C.C.
5. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.
6. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
7. That the sanitary arrangement for workers shall not be carried as per Muni. Specifications and drainage layout will not be submitted before C.C.
8. That the regular /sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T & C)/DILR before applying for C.C.
9. That the Regd. agreement with the existing tenant alongwith the plans will not be submitted before demolition of existing structure.
10. That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.
11. 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.
12. That the existing structure proposed to be demolished and shifted will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.



14 NOV 2013

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13. That the requirements of N.O.C. from E.E. (S.W.D.)/ E.E. (W.W.)/C.F.O. will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate / B.C.C.
14. That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.
15. That the No dues Pending Certificate from A.E.(W.W.) R/South shall be submitted before C.C.
16. That the N.O.C. from A.A. & C. (R/S) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
17. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
18. That the copy of the application made for revised non-agricultural user permission shall not be submitted before requesting for C.C.
19. That the regd. u/t. from the developer to the effect that meter cabin, Stilt Portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
20. That the development charges as per M.R.T.P. Act (Amendment) Act 1992 will not be paid before C.C.
21. That the C.T.S. Plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.
22. That the provision from Reliance Energy Ltd./M.T.N.L. shall not be made.
23. That the P.C.O. Charges shall not be paid to Inaectelde Officer before requesting for C.C.
24. That the separate P.R.C. for setback shall not be submitted before requesting balance F.S.I.
25. That the Janata Insurance policy shall not be submitted before requesting for C.C.
26. That the proportionate sewerage line charges as worked out by Dy.Ch.Eng. (Sew. Planning) shall not be paid in this office before requesting for C.C.



THIS IS A-15 ISSUED SUBJECT TO THE PROVISIONS OF THE BUILDING REGULATIONS ACT 1970

14 NOV 2014

EXECUTIVE ENGINEER; BUILDING PROPOSAL (W.S.) AWARD

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No. CHE/A-5298/BP(WB)/AR of 2013-2014

27. That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
28. That the NOC from society alongwith extract of general body resolution for development, addition & alteration shall not be submitted before C.C.
29. That the regd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.
30. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
31. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
32. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
33. That the alternate arrangement for drinking water shall not be made for the existing tenants before demolishing the existing overhead water storage tank before C.C.
34. That the requirement of clause 40 & 41 of D.C.R. 1991 shall not be incorporated in proposed plan and requirements shall not be complied with before submitting B.C.C.
35. 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.mtrs.
36. That the private pest control agency shall not be appointed and doctor shall be appointed for workers.
37. That the monthly report shall not be submitted before requesting for C.C.
38. That the N.O.C. from A.E.(Environment) debris shall not be submitted before starting the work
39. That the N.O.C. from E.E. (T. & C.) for parking layout shall not be submitted before requesting for C.C.



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Part II - GENERAL CONDITIONS OF CONTRACT

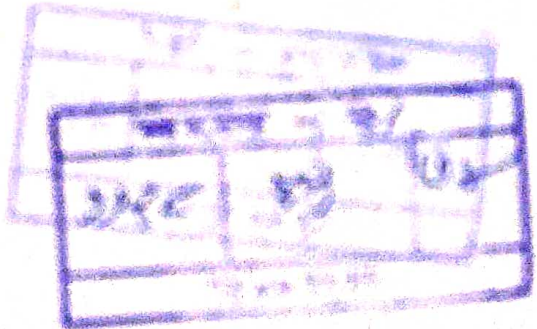
- 1. That the agreement containing this is substituted under C.C. for the clause and its incorporation in the said agreement of particular nature, conditions and...
- 2. That the agreement shall contain a provision to give effect to the clause and its incorporation in the said agreement...
- 3. That the buyer/contractor shall be liable for the incorporation of the clause and its incorporation in the said agreement...
- 4. That the buyer/contractor shall be liable for the clause and its incorporation in the said agreement...

B. CONDITIONS TO BE COMPLIED WITH BEFORE PURCHASE C.C.

- 1. That the price/cost shall not be exceeded by the said cost.
- 2. That the work contract for construction purposes will not be under order C.C.

C. ADDITIONAL CONDITIONS TO BE COMPLIED BEFORE C.C.

- 1. That the price/cost shall not be exceeded by the clause No. 13/1330/14 of 2000/07.
- 2. That the work contract shall not be exceeded by the clause.
- 3. That the agreement shall contain a provision to give effect to the clause and its incorporation in the said agreement...
- 4. That the work price/cost shall not be exceeded by the clause No. 13/1330/14 of 2000/07.
- 5. That the agreement shall not be exceeded by the clause and its incorporation in the said agreement...
- 6. That the agreement shall not be exceeded by the clause and its incorporation in the said agreement...
- 7. That the agreement shall not be exceeded by the clause and its incorporation in the said agreement...



8. That final N.O.C. from E.E. (S.W.D.) / C.P.O./List Inspector /Supdt. Of Gardens shall not be submitted before occupation.
9. That final N.O.C. from P.C.O. & A.A. & C. (R/S) shall not be submitted before occupation.
10. That Structural Engineers laminated final Stability Certificate along with upto date Licence copy and R.C.C. design canvas plan shall not be submitted.
11. That the debris shall not be removed before submitting B.C.C.
12. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
13. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.
14. That Site Supervisor certificate along with upto date revalidation of license copy, that work shall not be submitted in prescribed format.
15. That some of the drains shall not be laid internally with C.I. Pipes.

D - CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under Sec. 270A of M. M. C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

14 NOV 2013

THIS I.O.D. NO. 13 ISSUED SUBJECT
TO THE PROVISIONS OF URBAN LAND
CEILING AND REGULATIONS ACT 1974

~~14/11/13~~
14/11/13
EXECUTIVE ENGINEER,
BUILDING DEPARTMENT, (M&E) BOMBAY



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Annexure "E"

महाराष्ट्र राज्य
शासनालय
मुंबई

BRIHANMUMBAI MAHANAGARPALIKA
MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')
No. CHE/A-8298/BP(WB)/AR

26 AUG 2014

COMMENCEMENT CERTIFICATE

To,
Owner: Shri Jayesh V. Tanna, Partner of M/s. Shree Sai Consultants
C.A. to Owner Jai Shrinath Niwas C.H.S. Ltd.
Sir,

With reference to your application No. 1569 dated 16.05.2013 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed re-development on plot bearing C.T.S. No. 323A, 323B, 323/1 & 2 at premises at Street Junction of S.M. Road & S.V.P. Road Village Malad (North) Plot No. --
situated at Kandivall (W), Mumbai Ward R/South

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

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

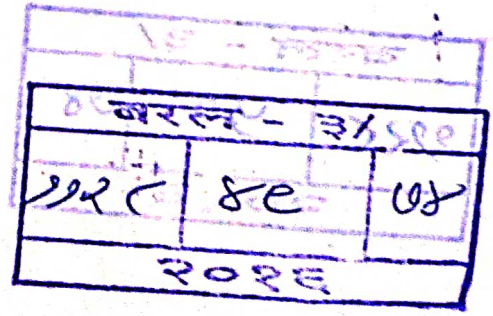
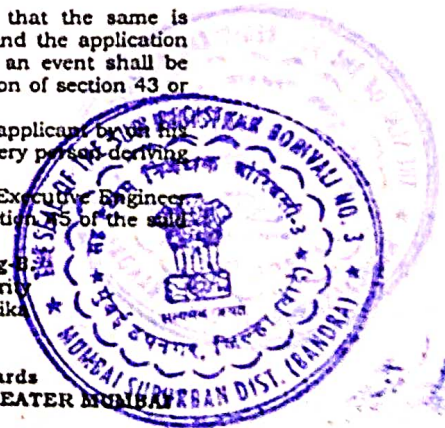
The Municipal Commissioner has appointed Shri A.B. Kulkarni, Executive Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

This C.C. is restricted for work up to Plinth level of Wing-A & Wing-B For and on behalf of Local Authority Brihanmumbai Mahanagarpalika

Certified True Copy

[Signature]
R. S. Kulkarni
Executive Engineer
20/08/2014

Ex.Eng.Bldg.Prop.(W.S.) 'R' Wards
FOR MUNICIPAL COMMISSIONER FOR GREATER MUMBAI



CHE/A-5298/BPM/S.IARI/AP

8] This C.C. is now further extended for entire work re. wing A-comprising of Gr.(Pt.) + 1st & 2nd Podium + 3rd to 5th floors and wing B-comprising Gr.(Pt.) + skill (Pt.) + 1st & 2nd Podium + 3rd to 5th (Pt.) floors as per approved plan dtd. 27/03/2014.

15 DEC 2015

RECEIVED
94192194
EXECUTIVE ENGINEER;
BUILDING PROPOSAL (W.S.) R-WARD

Certified True Copy

[Signature]
(S. D. GHOSH)
Licence Surveyor)
LIC. No. S/372



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गावाचे नाव : मालाड

करारनामा

₹.8,000,000/-

₹.6,048,100/-

323A, 323/1 AND 323/2 VILLAGE MALAD NORTH, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: शॉप नं. 6-ए,बी विंग, माळा नं: तळ मजला,श्रीनाथ अपार्टमेंट, इमारतीचे नाव: दि जय श्रीनाथ निवास सी.एच.एस. लीमीटेड, ब्लॉक नं: कांदिवली पश्चीम,मुंबई 400067, रोड : शांतीलाल मोदी रोड, इतर माहिती: पोटमाळा क्षेत्रफळ 11.91 चौ.मी. कारपेट सहित 18.88 चौ.मीटर

बाजारभावाप्रमाणे मुद्रांक शुल्क
बाजारभावाप्रमाणे नोंदणी शुल्क

दस्तावेज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

दस्तावेज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

दस्तावेज करून दिल्याचा दिनांक

दस्त नोंदणी केल्याचा दिनांक

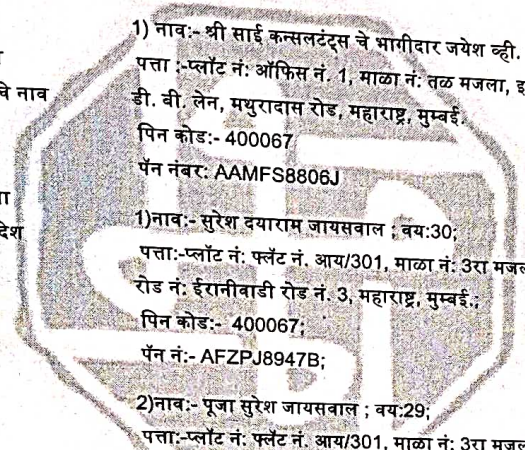
अनुक्रमांक,खंड व पृष्ठ

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बाजारभावाप्रमाणे नोंदणी शुल्क

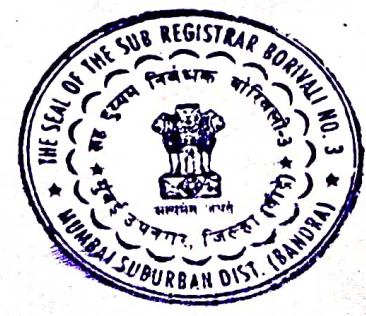
शेरा

- 1) नाव:- श्री साई कन्सलटंट्स चे भागीदार जयेश व्ही. तन्ना तर्फे मुखत्यार रुपा एन. बोरा ;वय: 38;
पत्ता :-प्लॉट नं: ऑफिस नं. 1, माळा नं: तळ मजला, इमारतीचे नाव: राम कृपा, ब्लॉक नं: कांदिवली पश्चीम, मुंबई,
डी. बी. लेन, मथुरादास रोड, महाराष्ट्र, मुंबई,
पिन कोड:- 400067
पॅन नंबर: AAMFS8806J
- 1)नाव:- सुरेश दयाराम जायसवाल ; वय:30;
पत्ता:-प्लॉट नं: फ्लॅट नं. आय/301, माळा नं: 3रा मजला, इमारतीचे नाव: मोदी पार्क, ब्लॉक नं: कांदिवली पश्चीम रोड नं: ईरानीवाडी रोड नं. 3, महाराष्ट्र, मुंबई.;
पिन कोड:- 400067;
पॅन नं:- AFZPJ8947B;
- 2)नाव:- पूजा सुरेश जायसवाल ; वय:29;
पत्ता:-प्लॉट नं: फ्लॅट नं. आय/301, माळा नं: 3रा मजला, इमारतीचे नाव: मोदी पार्क, ब्लॉक नं: कांदिवली पश्चीम रोड नं: ईरानीवाडी रोड नं. 3, महाराष्ट्र, मुंबई.;
पिन कोड:- 400067;
पॅन नं:- AKXPJ0147Q;



सह दुय्यम निबंधक, बोरीवली
मुंबई उपनगर जिल्हा

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



सह दुय्यम निबंधक, बोरीवली क्र. ३,
मुंबई उपनगर जिल्हा.



**BRIHANMUMBAI MUNICIPAL CORPORATION
ANNEXURE 20 & 22**

**OCCUPATION CUM BUILDING COMPLETION CERTIFICATE UNDER REG. 11(6) OF DCPR 2034 AND FULL OCCUPATION
UNDER REG. 11(7) /11(8) OF DCPR 2034
[CHE/A-5298/BP (WS)/A/R/OCC/1/New of 04 June 2024]**

To,
**Jayesh V. Tanna, partner of M/s Sai Project Consultant, C.A. to owner
1 Ram Krupa Devji Bhimji Lane, Kandivali (W) Mumbai - 400 067..**

Dear Applicant,

The Full development work of Resi+comm building comprising of Wing A & B Ground (pt) + Stilt (pt) +1st to 2nd level Podium + 3rd to 13th upper floors, on plot bearing CTS No. 323A, 323 B, & 323/ 1 & 2 of village MALAD (N) R/S at Junction of S. M. Road & S.V.P. Road, is completed under the supervision of Shri. **SANJAY BHAILAL Shah**, Licensed Surveyor, Lic. No. **LS:840011719**, Shri. **KAIVANT CHAMPAKLAL SHAH**, Structural Engineer, Lic. No. **STR/S/103** and Shri. **Shri. Subhash G. Mhatre**, Site supervisor, Lic.No. **840007704** and as per development completion certificate submitted by Licensed Surveyor and as per completion certificate issued by Chief Fire Officer u/no. **CHE/A-5298/BP/(WS)/AR** dated **23 April 2023**. The same may be occupied and completion certificates submitted as sighted above are hereby accepted.

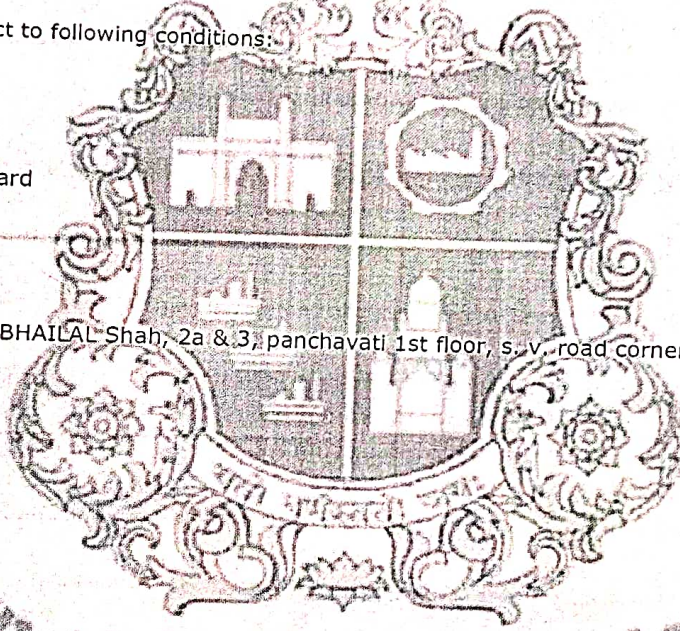
The FULL OC is approved subject to following conditions:

OCC application

Copy To :

1. Asstt. Commissioner, R/S Ward
2. A.A. & C. , R/S Ward
3. EE (V), Western Suburb II
4. M.I. , R/S Ward
5. A.E.W.W. , R/S Ward
6. Licensed Surveyor, **SANJAY BHAILAL Shah**, 2a & 3, panchavati 1st floor, s. v. road corner of bajaj road kandivali (w)

For information please



Digitally signed by **SANTOSH UTTAMRAO RAUT**
Date: 04 Jun 2024 16:09:52
Organization : Brihanmumbai Municipal Corporation
Designation : Executive Engineer

Yours faithfully
Executive Engineer (Building Proposal)
Brihanmumbai Municipal Corporation
R/S Ward