

गावाचे नाव : माहिम

(1) विलेखाचा प्रकार	अॅग्रीमेंट टू सेल
(2) मोबदला	7475000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	6433430.5
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन: सदनिका नं: मल्लीपर्वज रूम .301, माळा नं: 3 रा मजला, इमारतीचे नाव: बिल्डार्च डेझी, ब्लॉक नं: रानडे रोड एक्स्टेन्शन, शिवाजी पार्क, रोड: दादर पश्चिम, मुंबई-400028, इतर माहिती: क्षेत्रफळ 156 चौ.फूट कारपेट. (Final Plot Number : 634 TPS IV MAHIM ;)
(5) क्षेत्रफळ	1) 17.39 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 बिल्डार्च लॅन्ड डेव्हलपर्स प्रायव्हेट लिमिटेड तर्फे संचालक मोनिष लक्ष्मीकांत ठाकूर वय:-53; पत्ता:- प्लॉट नं: 101, माळा नं:-, इमारतीचे नाव: संकल्प, ब्लॉक नं: एस. एच. परळकर मार्ग, रोड नं: शिवाजी पार्क, दादर प., मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400028 पॅन नं:-AAACB2206Q
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- विवेक विजय इंदुलकर वय:-40; पत्ता:- प्लॉट नं: रूम नं.213, माळा नं:-, इमारतीचे नाव: नंदनवन बिल्डिंग, ब्लॉक नं: जवळ तिलक भवन दादर, रोड नं: दादर पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400028 पॅन नं:-ABAPI9897C 2): नाव:- प्रिया विवेक देशमुख इंदुलकर लग्नापूर्वीचे नाव प्रिया शामराव देशमुख वय:-39; पत्ता:- प्लॉट नं: रूम नं.213, माळा नं:-, इमारतीचे नाव: नंदनवन बिल्डिंग, ब्लॉक नं: जवळ तिलक भवन दादर, रोड नं: दादर पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400028 पॅन नं:-AXFPD7461E
(9) दस्तऐवज करून दिल्याचा दिनांक	18/06/2024
(10) दस्त नोंदणी केल्याचा दिनांक	18/06/2024
(11) अनुक्रमांक, खंड व पृष्ठ	14278/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	448500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

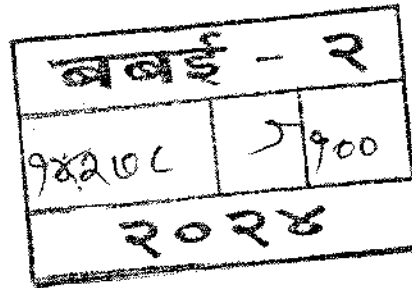
Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.
Details of this transaction have been forwarded by Email (dated 18/06/2024) to Municipal Corporation of Greater Mumbai.
No need to spend your valuable time and energy to submit this documents in person.

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीय)						
Valuation ID	20240618346			18 June 2024, 10:12:17 AM		
मूल्यांकनाचे वर्ष	2024					
जिल्हा	मुंबई(मेन)					
मूल्य विभाग	17-माहीम					
उप मूल्य विभाग	भुभाग : बिकोणाकृती दक्षिणेस समानी रोड व भोले मार्ग दादर स्टेशन दक्षिण पुला पर्यंत, पुर्वेस-दक्षिण पुला पासून टिळक पुलापर्यंत, उत्तरेस टिळक पुला पासून गडकरी चौक, लेडी जमशेटजी रोड व पांडुरंग नाईक मार्ग व पश्चिमेकडे दादर चोपाटी कामधील भुभाग.					
सर्व्हे नंबर / न. भू. क्रमांक :	अंतीम प्लॉट नंबर#634					
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सद्दुनिका	कार्पोलय	दुकाने	औद्योगिक	मोजमापनाचे एकक
	139950	321690	369950	437700	315440	चौरस मीटर
बांधीय क्षेत्राची माहिती						
बांधकाम क्षेत्र(Built Up)-	17.39चौरस मीटर	मिळकतीचा वापर-	कार्यालये/व्यावसायिक	मिळकतीचा प्रकार-	बांधीय	
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वप-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-	
उद्दवाहन सुविधा-	आहे	मजला -	1st floor To 4th floor			
रस्ता सन्मुख - संमिश्र वापराल्या इमारतीमधील कार्यालये/व्यावसायिक - No Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt 02/01/2018						
मजला निहाय घट/वाढ	= 100% apply to rate = Rs.369950/-					
रस्ता सन्मुखनुसार मूल्यदर	= 100% apply to rate = Rs.369950/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर = ((369950-139950) * (100 / 100)) + 139950 = Rs.369950/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 369950 * 17.39 = Rs.6433430.5/-					
Applicable Rules	= 10,9 ब,4					
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेशीनगईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 6433430.5 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.6433430.5/-					



Home Print



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0624175005982	Date 17/06/2024
Received from DHC, Mobile number 9999999999, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Mumbai City 3 of the District Mumbai District.	
Payment Details	
Bank Name SBIN	Date 17/06/2024
Bank CIN 10004152024061705632	REF No. 416983782863
This is computer generated receipt, hence no signature is required.	



बचई - २		
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CHALLAN
MTR Form Number-6



GRN	MH003688372202425P	BARCODE					Date	17/06/2024-20:02:58	Form ID	25.2
Department					Inspector General Of Registration					
Type of Payment					Stamp Duty					
Registration Fee					Payer Details					
Office Name					BOM2_JT SUB REGISTRAR MUMBAI CITY 2					
Location					MUMBAI					
Year					2024-2025 One Time					
Account Head Details					Amount In Rs.		Premises/Building			
0030045501 Stamp Duty					448500.00		Road/Street			
0030063301 Registration Fee					30000.00		Area/Locality			
							Town/City/District			
							PIN			
							4 0 0 0 2 8			
					Remarks (If Any)					
					PAN2=AAACB2206Q~SecondPartyName=BUILDARCH LAND					
					DEVELOPERS PVT LTD-					
					Amount In		Four Lakh Seventy Eight Thousand Five Hundred Rupe			
Total					4,78,500.00		Words			
					es Only					
Payment Details					STATE BANK OF INDIA					
					FOR USE IN RECEIVING BANK					
Cheque/DD No.					Bank CIN		Ref. No.		10000502024061704694 0222368285238	
					Bank Date		RBI Date		17/06/2024-20:04:21 Not Verified with RBI	
Name of Bank					Bank-Branch		STATE BANK OF INDIA			
Name of Branch					Scroll No. , Date		Not Verified with Scroll			



Department ID : Mobile No. : 9892724836
 NOTE:- This challan is valid for payment to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चालन केवल दृश्यम निषेधित क्षेत्रातच प्रयोगित विलेखित विलेखित दस्तावेजांच्या दस्तावेजांची लागू आहे. नोंदणी न करतावयाच्या दस्तावेजांची सदर चालन लागू नाही.

बबई - २

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai on this 19th day of June, 2024;

BETWEEN

M/S BUILDARCH LAND DEVELOPERS PRIVATE LIMITED [PAN AAACB2206Q], a Company incorporated under Companies Act, 1956 having its registered office at 101, Sankalp, S. H. Paralkar Marg, Shivaji Park, Dadar (West), Mumbai 400 028, hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART

AND

MR. VIVEK VIJAY INDULKAR [PAN NO. ABAPI9897C], [AADHAR CARD NO. 6850 0530 7346] and MRS. PRIYA VIVEK DESHMUKH INDULKAR, nee PRIYA SHAMRAO DESHMUKH [PAN NO. AXFPD7461E], [AADHAR CARD NO. 5566 1093 1846], both adults, Indian Inhabitants of Mumbai, presently residing at Room No. 213, Nandanvan Building, Kakasaheb Gadgil Marg, Near Tilak Bhawan Dadar (W) Dadar (W), Mumbai - 400 028, hereinafter referred to as the "ALLOTTEES" (which expression unless it be repugnant to the meaning or context thereof shall deem to mean and include his/her/their respective heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS:

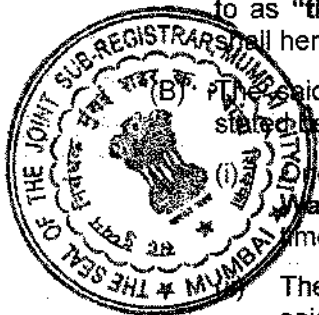
(A) One SMT. SULABHA JAGDISH DIGHE (hereinafter referred to as "the said Owner") is seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land bearing Final Plot No. 634 of TPS-IV of Mahim Division, originally admeasuring 216.28 Sq. Mtrs. or thereabouts; and after handing over of R.L. Setback Area of 40.23 Sq. Mtrs. now admeasuring 176.05 Sq. Mtrs. or thereabouts, being part of New Survey Nos. 1572, 1573 and 1574, corresponding to Cadastral Survey No. 7/1710 of Mahim Division situated on 20 Ft. passage off 60 Ft. Road (now known as Ranade Road Extension) within the Registration District and Sub-District of Mumbai and as more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "the said Land") together with a building by name 'OMKAR' (earlier known as "SURYODAYA") standing thereon, which is consisting of Ground + 2 upper floors (hereinafter referred to as "the said Old Building"). The said Land and the said Old Building shall hereinafter collectively referred to as "the said Property".

The said Owner has become entitled to the said Property in the manner stated below:


The Waman Laxman Naik (hereinafter referred to as "the said Waman") was the original owner of the said Property during his lifetime and up to his demise in the year 1961.


The said Waman expired in the year 1961; and upon his demise the said Property devolved upon his heirs and legal representatives i.e. (1) Kabubai Waman Naik (widow) (2) Suryakant Waman Naik (son) (3) Chandrakant Waman Naik (son) (4) Umakant Waman Naik (son) (4) Ratnaprabha Vishwanath Pathare (married daughter) and (5) Vimal Kamalakar Tharthare (married daughter), as per the Hindu Law of Succession by which the said Waman was governed at the time of his demise (hereinafter referred to as "the said heirs of Waman").

(iii) By and under an agreement dated 15th July, 1974, made between the said heirs of Waman being the vendors of the one part and the said Owner being the purchaser of the other part, the said heirs of Waman



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Promoter


Allottees

agreed to sell the said Property to the said Owner at or for the consideration and on the terms and conditions set out in the said agreement. The said agreement dated 15th July, 1974 was, however, not registered.

- (iv) Thereafter, by and under an Indenture of Sale dated 16th October, 1974, made between the said heirs of Waman being the vendors of the one part and the said Owner being the purchaser of the other part, the said heirs of Waman forever and absolutely sold and conveyed the said Property to the said Owner. The said Indenture of Sale has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-2649-1974 on 19th February, 1975.
- (v) The said Property has been duly transferred in the name of the said Owner in the Survey Register maintained by the office of City Survey & Land Records, Mumbai City; as well as in the records of the Assessment & Collection Department of MCGM.
- (C) The said Old Building (since demolished for redevelopment) is repaircess building of 'A' category and as such capable of being redeveloped under Regulation No. 33(7) of the Development Control Promotion and Regulations for Greater Mumbai, 2034 (hereinafter referred to as "DCPR 33(7)") or under any other appropriate regulations framed thereunder.

- (D) By and under an Agreement for Development dated 27th December, 2017 entered between the said Owner of the one part and the Promoter of the other part, which is duly registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE4/10615/2017 on 27th December, (hereinafter referred to as "the said Development Agreement"), the said Owner has transferred and assigned the development rights of the said Property in favour of the Promoter on the terms and conditions as set out in the said Development Agreement.



- (E) In pursuance to the said Development Agreement, the said Owner has executed in favour of the Promoter a Power of Attorney dated 27th December, 2017 (hereinafter referred to as "the said Power of Attorney") thereby empowering and authorizing the Promoter to perform various acts for implementing redevelopment of the said Property. The said Power of Attorney is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE4/10616/2017 on 27th December, 2017.
- (F) By reason of the said Development Agreement and said Power of Attorney, the Promoter is entitled to redevelop the said Property in accordance with the terms of the said Development Agreement.

- (G) Before demolition of the said Old Building for redevelopment, there were total 3 occupants residing in the said Old Building i.e. the said Owner and her two tenants; and all of them have agreed to participate in the redevelopment scheme of the said Property and granted "Irrevocable Consents" in favour of the Promoter as required under the MHADA Act,

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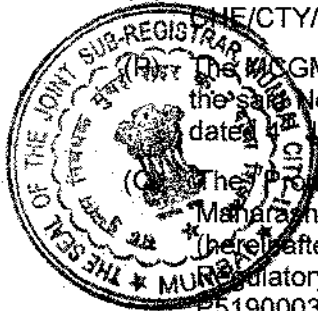
The Promoter has undertaken re-development of the said Property under DCPR 33(7) pursuant to which they proposed to construct the said Land, after demolition of the said Old Building, a single composite multistoried building consisting of stilt + 15 upper floors (hereinafter referred to as "the said New Building") containing tenements to be allotted to the said Owner and existing eligible tenants/occupants of the said Old Building as and by way of permanent alternate accommodations in lieu of their occupancies in the said Old Building (hereinafter referred to as "rehab component") and tenements for sale in the open market (hereinafter referred to as "sale component"). Redevelopment so undertaken by the Promoter shall hereinafter be referred to as "the Project".

Promoter

Allottees

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- (I) Mumbai Building Repairs & Reconstruction Board (hereinafter referred to as "the MBRRB") has sanctioned the proposal for redevelopment of the said Property and issued No Objection Certificate in favour of the Developer bearing No. R/NOC/F-2571/1583/MBRRB-18 dated 28th February, 2018.
- (J) The Promoter has appointed Anil Ramakant Patil as the Architect for the preparation of the plans and drawings of the said New Building (hereinafter referred to as "the said Architect").
- (K) The Promoter has appointed Satish C. Dhupelia as the Structural Consultant and Engineer for the preparation of the structural design and drawings of the said New Building. The Promoter accepts the professional supervision of the said Architect and the said Structural Engineer till the completion of the said New Building.
- (L) A portion of the said Property admeasuring 40.23 Sq. Mtrs. was affected by R.L. Setback i.e. extending the existing width of the Dr. V. J. Rath Marg from 6.00Mtrs. to 9.15 Mtrs. Accordingly, the Promoter has handed over the said R.L. Setback area of 40.23 Sq. Mtrs. to the MCGM vide Handing Over/Taking Over Possession receipts No. ACGN/59886/AEM.III dated 4th September, 2020 and has also carried out demarcation of the said R.L. Setback area from office of the City Survey & Land Records, Mumbai City. By reason of the above, now the area of the said Land stands reduced to 176.05 Sq. Mtrs.
- (M) The Promoter has through the said Architect, got prepared and submitted to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") plans of the said New Building proposed to be constructed on the said Property and the same have been approved and MCGM has issued I.O.D. bearing No. CHE/CTY/4561/G/N/337 (NEW)/IOD/1/New dated 24th March, 2020 in favour of the Promoter.
- (N) The Promoter has amended the sanctioned plans for obtaining the release of the Fungible Compensatory FSI admissible on the sale component in the said New Building; and the said amended plans have been approved by the MCGM vide its amended approval letter bearing No. CHE/CTY/4561/G/N/337(NEW)/337/1/Amend dated 11th February, 2021.
- (O) The MCGM has re-issued the I.O.D. vide No. CHE/CTY/4561/G/N/337(NEW)/337/1/Amend dated 12th May, 2021.




The MCGM has issued the Commencement Certificate for the construction of the said New Building bearing No. CHE/CTY/4561/G/N/337(NEW)/CC/1/New dated 4th June 2021.



The Promoter has registered the Project under the provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as "MahaRERA") under No. P51900030673.

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- (R) The MCGM has issued the Occupation cum Building Completion Certificate for the construction of the said New Building bearing No. CHE/CTY/4561/G/N/337(NEW)/OCC/1/New dated 8th May 2024.
- (S) While sanctioning plans of the said New Building MCGM and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and the said New Building; and upon due observance and performance of which only the completion or occupation certificate in respect of the said New Building has been granted by the MCGM.
- (T) The Promoter has demolished the said Old Building and completed the construction of the said New Building consisting of stilt + 15 upper floors



 Promoter

 Allottees

containing rehab and sale component tenements in accordance with the approved plans and the Promoter has named the said New Building as **"BULDARCH DAISY"**.

- (U) By virtue of the said Development Agreement and Power of Attorney, the Promoter has the sole and exclusive right to sell and dispose of the sale component tenements in the said New Building, to enter into agreements with the Allottees of such tenements and to receive the sale price in respect thereof.
- (V) The Allottees, having been interested to purchase a multipurpose room from the sale component in the said New Building approached the Promoter and offered to purchase a Multipurpose Room No. 301 admeasuring 156 Sq. Ft. (carpet) equivalent to 14.49 Sq. Mtrs. on the 3rd floor of the said New Building as shown by red colour boundary lines on the plan annexed hereto as **Annexure "D"** (hereinafter referred to as **"the said Apartment"**). The said Apartment has been more particularly described as **FIRSTLY** in the **SECOND SCHEDULE** hereunder written.
- (W) Carpet area of the said Apartment is 156 Sq. Ft. equivalent to 14.49 Sq. Mtrs. and "carpet area" means the net usable floor area of the said Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottees or verandah area and exclusive open terrace appurtenant to the said Apartment for exclusive use of the Allottees, but includes the area covered by the internal partition walls of the said Apartment.



On demand from the Allottees the Promoter has given inspection to the Allottees of all the documents of title relating to the said Property and the plans, design and specifications prepared by the said Architect and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder.

Pursuant to negotiations between the parties, the Promoter has agreed to sell to the Allottees and the Allottees in turn has agreed to purchase and acquire from the Promoter the said Apartment for the consideration of Rs. 74,75,000/- (Rupees Seventy Four Lakh Seventy Five Thousand Only) which includes the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the of which are more particularly described as **SECONDLY** in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as **"the said Consideration Amount"**).

- (Z) Prior to the execution of this Agreement the Allottees has paid to the Promoter a sum of Rs. 29,75,000/- (Rupees Twenty Nine Lakh Seventy Five Thousand Only) being part payment of the said Consideration Amount (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottees has agreed to pay to the Promoter the balance of the said Consideration Amount in the manner hereinafter appearing

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The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws; are now willing to enter into this Agreement inter alia recording the terms and conditions agreed between them.

- (BB) Under Section 13 of the said Act the Promoter is required to execute a written agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register the same under the Registration Act, 1908.

Promoter

Allottees

(CC) The Promoter has annexed to this Agreement the authenticated copies of the following documents:

Sr. No.	Particulars of Documents	Annexures
1.	Certificate of the title of the said Property issued by the Advocates of the Promoter	"A"
2.	Property Register Card	"B" & "B-1"
3.	I.O.D.	"C", "C-1", "C-2"
4.	Plan of the Apartment agreed to be purchased by the Allottee	"D"
5.	Commencement Certificate	"E"
6.	Registration Certificate under the RERA	"F"

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

1. Incorporation of recitals:

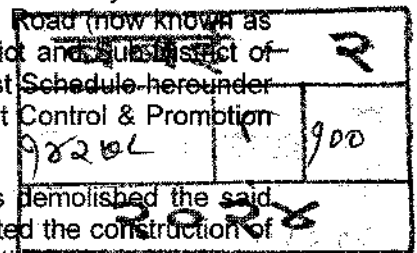
Statements and representations made by the parties, as enumerated in the recital clauses above form the basis of execution of this Agreement and an integral part thereof.

2. The Allottees' declaration:

The Allottees declare that prior to the execution hereof, he/she/they has/have inspected all the documents of title relating to the said Property, approved plans, designs and specifications prepared by the Architect and all other documents as specified under the said Act and satisfied himself/herself/themselves about the said Owner's title to the said Property and the Promoter's rights to redevelop the same.

3. Project implementation:

3.1 The Promoter shall implement the Project i.e. carry out redevelopment of the said Property i.e. all that piece or parcel of land bearing Final Plot No. 634 of TPS-IV of Mahim Division, originally admeasuring 216.28 Sq. Mtrs. or thereabouts; and after handing over of R.L. Setback Area of 40.23 Sq. Mtrs. measuring 176.05 Sq. Mtrs. or thereabouts, being part of New Survey Nos. 1572, 1573 and 1574, corresponding to Cadastral Survey No. 7/1710 of Mahim Division situated on 20 Ft. passage off 60 Ft. Road (now known as Rande Road Extension) within the Registration District and Sub-District of Mumbai which is more particularly described in the First Schedule hereunder written under Regulation No. 33(7) of the Development Control & Promotion Regulations for Greater Mumbai, 2034.



As a part of Project implementation the Promoter has demolished the said Old Building OMKAR on the said Property and completed the construction of the said New Building "BUILDARCH DAISY" having still +15 upper floors. The Promoter has carried out and completed construction of the said New Building in accordance with plans, designs and specifications approved by the MCGM and also various permissions, approvals and NOCs granted by the MBRRB, MCGM and other concerned authorities.

4. Agreement to sell & consideration:

Subject to the terms and conditions herein contained, the Promoter hereby agrees to sell to the Allottees and the Allottees hereby agree to purchase from the Promoter the said Apartment bearing No.301 admeasuring 156 Sq. Ft. (carpet) equivalent to 14.49 Sq. Mtrs. on the 3rd floor in the sale component of the said New Building to be named "BUILDARCH DAISY",

Promoter

Allottees

which is more particularly described as **FIRSTLY** in the **SECOND SCHEDULE** hereunder written and shown by red colour boundary lines on the plan annexed hereto as **Annexure "D"** for the total consideration of Rs. 74,75,000/- (Rupees Seventy Four Lakh Seventy Five Thousand Only) (plus applicable taxes); and the said Consideration Amount includes the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the of which are more particularly described as **SECONDLY** in the **SECOND SCHEDULE** hereunder written.

5. Payment Plan of the Consideration Amount

5.1 The Allottees hereby agree to pay to the Promoter the said Consideration Amount i.e. Rs. 74,75,000/- (Rupees Seventy Four Lakh Seventy Five Thousand Only) in the following manner:-

	Payment	Stage of payment
(1)	Rs. 29,75,000/-	on or before execution of this agreement
(2)	Rs. 45,00,000/-	on or before 30 th June 2024

(hereinafter referred to as "**the Payment Plan**").

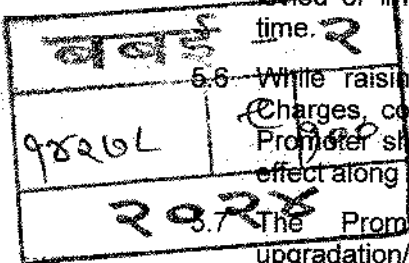
5.2 The Allottees shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft in favour of "**M/s Buildarch Land Developers Pvt. Ltd.**" payable at Mumbai or online payment (as applicable).

5.3 While making payment of each installment of the Consideration Amount Income Tax at the prevailing rate of tax (i.e. TDS) shall be deducted from the amount of each installment and paid to the credit of the government within prescribed time limit. Credit for the said TDS will be given to the Allottees only after the same is reflected in Form No. 26AS/AIS of the Promoter. Compliance of the same shall be sole responsibility of the Allottee; and they alone shall be liable for any defaults in making the said payments.



The Consideration Amount excludes taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment to the Allottee. The Allottees shall be liable to bear and pay the said taxes in addition to the Consideration Amount.

5.5 The Consideration Amount is escalation-free, save and except increases which the Allottees hereby agree to pay; and the same includes without limitation, increase on account of development charges payable to MCGM and/or any Competent Authority, any other increase in charges which may be levied or imposed by MCGM and/or any Competent Authority from time to time.



5.6 While raising a demand on the Allottees for increase in Development Charges, cost/charges imposed by MCGM, Competent Authorities etc. the Promoter shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.

5.7 The Promoter may charge the Allottees separately for any upgradation/changes specifically requested or approved by the Allottees in fittings, fixtures and specifications and any other facility which have been done on the Allottees' request or approval but which have not been agreed upon herein or as shown in the website of the Real Estate Regulatory Authority.

Promoter

Allottees

5.8 Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottees or by housing finance companies/bank etc. on behalf of Allottees.

5.9 The Allottees authorize the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in their sole discretion deem fit and the Allottees undertake not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

6. Interest on unpaid due amount:

6.1 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, in case of delay in payment, the Allottees shall be bound and liable to pay interest as per State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottees to the Promoter till the date of actual payment.

6.2 However, tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter.

6.3 The amount of interest may be informed to the Allottees from time to time or on completion of the Project/New Building. The Allottees agree to pay the same as and when demanded and before the possession of the said Apartment.

7. Observation of conditions imposed by MCGM and other authorities:

7.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM which is the Planning Authority, by the State and/or Central Government in their various Department at the time of sanctioning the plans or any time thereafter or at the time of granting Occupation Certificate and/or Completion Certificate.

The Promoter has before handing over possession of the said Apartment to Allottee, obtained Occupation cum Building Completion Certificate bearing No. CHE/CTY/4561/G/N/337(NEW)/OCC/1/New dated 8th May 2024 from MCGM in respect thereof.



Notwithstanding anything to the contrary contained herein, the Allottees shall not be entitled to claim possession of the said Apartment unless the Allottees have paid to the Promoter all the dues payable under this agreement in respect of the said Apartment to the Promoter, including the necessary maintenance amount/deposits.

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8. Disclosure as to Floor Space Index (FSI):

The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the Project is 858.16 Sq. Mtrs. only and Promoter has planned to utilize the said entire FSI for construction of the said New Building. The Allottees have agreed to purchase the said Apartment based on the construction and sale of apartments carried out by the Promoter by utilizing the said declared FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.



9. Disclosure and investigation of marketable title:

9.1 The Promoter has made full and true disclosure of the title of the said Property as well as encumbrances, if any, known to the Promoter in the title report of the advocate.

9.2 The Promoter has also disclosed to the Allottees the nature of their right, title and interest or right to construct said New Building.



Promoter

Allottees

9.3 Prior to the execution of this Agreement, the Promoter has also given inspection of all documents to the Allottees as required by the said Act.

9.4 The Allottee, after having acquainted himself/herself/themselves with all the facts and right of the Promoter and after satisfaction of the same, have entered into this Agreement.

10. Specifications and amenities:

10.1 The specifications and amenities that the Promoter has agreed to provide in the said New Building and the said Apartment are those that are set out in the **Fourth Schedule** hereunder written.

10.2 Considering the necessity to maintain the stability of the building and internal structures, if the Allottees desire to make any internal changes such as civil, electrical, plumbing etc. after receiving possession of the said Apartment, he/she/they shall do so only after obtaining prior permission from the MCGM; and such changes shall be at the entire risk and responsibility of the Allottees.

11. Possession of the said Apartment:

The Promoter agrees to give possession of the said Apartment to the Allottees on receipt of the entire said Consideration Amount, together with the applicable interest, if any, taxes and the other outgoings/dues agreed to be paid by the Allottees in terms of this Agreement; on or before 30/06/2024.

12. Procedure for giving/taking possession:

12.1 The Promoter has informed the Allottees that the MCGM has issued the Occupation cum Building Completion Certificate for the construction of the said New Building bearing No. CHE/CTY/4561/G/N/337(NEW)/OCC/1/New dated 8th May 2024. Accordingly the said Apartment is ready for use and occupation.



12.2 The Allottees have inspected the said Apartment in all respects so as to confirm that the same is in accordance with the terms and conditions of this Agreement. The Allottees agree to sign and execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement at the time of taking possession of the said Apartment, i.e. on or before 30/06/2024.

12.3 The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

12.4 The Allottees agree to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Apartment, from the date on which the time granted to him/her/them to take possession lapses or from the date on which he/she/they take possession of the said Apartment, whichever is earlier.


12.5 Wherever it is the responsibility of the Allottees to apply and get necessary services, the same shall be undertaken by the Allottees only; and the Promoter shall not be responsible for the same.

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12.6 If the Allottees fail or commit delay in taking possession of said Apartment within the time provided in clause (12.2) above, then also the Allottees shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Apartment. Further, in such event, the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.

13. Use of the said Apartment:

The Allottees shall use the said Apartment or any part thereof or permit the same to be used only for multipurpose as per the sanctioned plans issued by MCGM.



Promoter

Allottees

14. Time being the essence of contract:

14.1 Time is essence for the Promoter as well as the Allottees.

14.2 The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottees; and the said New Building with the common areas to the association of the allottees after receiving the said Occupation cum Building Completion Certificate bearing No. CHE/CTY/4561/G/N/337(NEW)/OCC/1/New dated 8th May 2024 from MCGM.

14.3 Similarly, the Allottees shall make timely payments of the installment of the said Consideration Amount and other amounts payable by him/her/them; and shall also comply with in timely manner the other obligations under this Agreement.

15. Consequences of the Parties' failure to adhere to the agreed time schedule:

15.1 If the Allottees opt to withdraw from the transaction then the Parties shall execute and register a formal Deed of Cancellation of this Agreement and thereupon the Promoter shall refund to the Allottees the installments of the said Consideration Amount till then received together with interest as specified in the Rules framed under the said Act.

15.2 If the Allottees fail to make payment of installment of the said Consideration Amount within the agreed timeline, then the Allottees shall pay to the Promoter interest as specified in the Rules framed under the said Act on all the delayed payments from the date on which they are payable till the date of payment thereof.

15.3 Without prejudice to the Promoter's right to charge interest in terms of clause (15.2) above, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by MCGM and other outgoings) and on the Allottees committing default of payment of installment, the Promoter shall, at their option may terminate this Agreement.



PROVIDED THAT the Promoter shall give notice of 15 (fifteen) days in writing to the Allottees, by Registered Post (AD) at the address provided by the Allottees and mail at the e-mail address provided by the Allottees, of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottees fail to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period this Agreement shall stand terminated.

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PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottees (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of the termination, the installment of the said Consideration Amount which may till then have been paid by the Allottees to the Promoter.



15.4 In case of termination of this Agreement the Parties shall execute between them a Deed of Cancellation of this Agreement and shall register the same under the Indian Registration Act, 1908. Stamp Duty, Registration Fee and costs incidental to registration of such Deed of Cancellation shall be borne and paid by the Allottees.

16. Voluntary termination of the Agreement by the Allottees:

16.1 For whatsoever reason, if the Allottees, without any default or breach on his/her/their part and/or on the Promoter's part, desire to terminate this Agreement/transaction in respect of the said Apartment, then the Allottees



Promoter

Allottees

shall issue a prior written notice to the Promoter inter alia disclosing the Allottees' such intention. On receipt of such written notice the Promoter shall be entitled to deal with the said Apartment with prospective buyers.

16.2 After receipt of the notice as per clause (16.1) above, the Promoter shall issue to the Allottees a 15 days' notice in writing inter alia calling upon the Allottees to execute and register a Deed of Cancellation of this Agreement. Only upon the execution and registration of such Deed of Cancellation the Promoter shall refund to the Allottees (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of registration of the Deed of Cancellation, the installment of the said Consideration Amount which may till then have been paid by the Allottees to the Promoter.

16.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottees terminated as stated in clause (15.3) and (16.1) above, then all the instruments under whatsoever head executed between the parties hereto in respect of the said Apartment, shall stand automatically cancelled and either party shall have no right, title, interest or claim against each other except as provided hereinafter.

17. Defect liability:

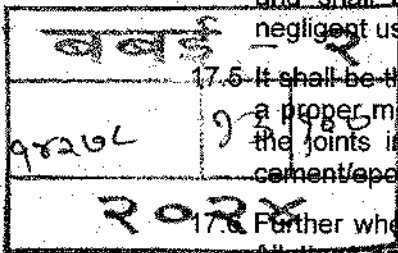
17.1 If within a period of 03 (Three) years from the date of handing over the Apartment to the Allottees, the Allottees bring to the notice of the Promoter any structural defect in the Apartment or in the said New Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case if it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoter, compensation for defect in the manner as provided under the said Act.



17.2 **PROVIDED HOWEVER** that the Allottees shall not carry out any alterations of whatsoever nature in the said Apartment, and specifically in the structure of the said Apartment and the said New Building, which shall include without limitation, columns, beams etc. or in the fittings therein. Further, the Allottees shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.

17.3 If any of the works as specified above are carried out then the defect liability automatically shall become void.

17.4 The word defect here means only the manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Promoter, and shall not mean defect(s) caused by normal wear and tear and by negligent use of the Apartment by the Occupants, vagaries of nature etc.



17.5 It shall be the responsibility of the Allottees to maintain the said Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage.

17.6 Further where the manufacturer warranty as shown by the Promoter to the Allottees ends before the defects liability period and where such warranties are covered under the maintenance of the said Apartment and/or the said New Building, and if the annual maintenance contracts are not renewed by the Allottees or the association of allottees, as the case may be, the Promoter shall not be responsible for any defects occurring due to the same.

17.7 The Allottees have been made aware and the Allottees expressly agree that the regular wear and tear of the said Apartment and the said New Building includes minor hairline cracks on the external and internal walls excluding the

Promoter

Allottees

RCC structure which happens due to variation in temperature of more than 20°C. Such regular wear and tear does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

17.8 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottees, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit with the Promoter a report stating the defects in materials used, in the structure and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

17.9 The Allottees expressly agree that any damage or change done within the said Apartment or in the said New Building by the Allottees or by any third person on and behalf of the Allottees then the Promoter shall not be responsible for the same. The Allottees expressly absolve the Promoter from the said liability and specifically consents that on such act done, he/she/they shall waive his/her/their right to enforce the defect liability on and towards the Promoter.

18. Formation of Association of Apartment Owners:

18.1 The Promoter has formed and registered the co-operative housing society of all the allottees and purchasers of flats in the said Buildarch Daisy building, known as the 'Buildarch Daisy Co-operative Housing Society' having Registration No. MUM/WGN/HSG/TC/9928/YEAR 2024 dated 21/02/2024 (hereinafter referred to as "the Association of Apartment Owners"). The Allottees shall become the members of the said Association of Apartment Owners.

18.2 The Allottees herein for the purpose of becoming the members of the Association of Apartment Owners shall also from time to time sign and execute the application for membership and other papers and documents necessary for applying for the membership of the Association of Apartment Owners and duly fill in, sign and return to the Promoter within 07 (seven) days of the same being forwarded by the Promoter to the Allottees.

18.3 No objection shall be raised by the Allottees if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

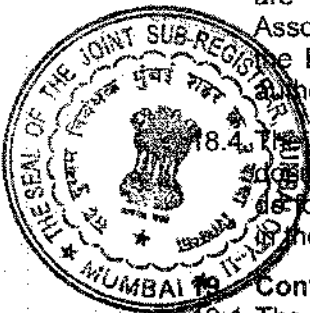
18.4 The Allottees shall be bound to sign from time to time all papers and documents and to do all acts as the Promoter may require for safeguarding the interest of the Promoter and other apartment owners in the said New Building.

Conveyance of the said New Building and the said Land:

19.1 The Promoter shall within 03 months from the date of registration of the Association of Apartment Owners, cause to be conveyed to such Association of Apartment Owners all the right, title and the interest of the said Owner and the Promoter in the said Land and the said New Building constructed thereon, by causing the said Owner to execute a Deed of Conveyance and/or other appropriate documents in that behalf.

19.2 Before execution of Deed of Conveyance as referred to above in clause (19.1) the Allottees shall pay to the Promoter his/her/their share of the stamp duty, registration charges and all other incidental and legal expenses etc. payable by the Association of Apartment Owners on such Deed of Conveyance and/or other instruments of transfer.



19.3 However, in case the Allottees fail to deposit the amounts as mentioned hereinabove demanded in writing by the Promoter within the period mentioned in the demand letter, then the Promoter shall be entitled to



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Promoter

Allottees

withhold registration of the Deed of Conveyance until the full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottees.

20. Handing over of documents, plans etc.:

20.1 After obtaining the Occupation Certificate and handing over physical possession of apartment to the respective allottees, it shall be the responsibility of the Promoter to hand over the necessary documents including without limitation sanctioned plans, permissions, approvals, NOCs etc. to the Association of Apartment Owners.

20.2 The responsibility of title of the said Land and the said New Building shall be on the Promoter up and until conveyance of the said Land and the said New Building to the Association of Apartment Owners.

21. Payment of taxes, cesses, outgoings etc.:

21.1 Upon expiry of the period mentioned in clause (12.2) above to take possession of the said Apartment (irrespective whether the Allottees take or not possession of the said Apartment), his/her/their liability to bear and pay the proportionate share of all municipal taxes and maintenance charges in respect of the said Apartment and the said New Building (on pro-rata basis) shall commence.

21.2 Municipal taxes as described above shall include property tax, water tax, sewerage tax, betterment charges etc. as may be levied by the MCGM and the maintenance charges shall include, without limitation insurance of the said New Building, common lights, repairs and salaries of clerk, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the common amenities and facilities that will be provided with respect to the said Apartment and the said New Building (hereinafter collectively referred to as "the said outgoings").



21.3 Till the Allottees' share in the said outgoings is determined, he/she/they shall pay to the Promoter provisional monthly contribution of Rs. 10,000/- (Rupees Ten Thousand Only) per month towards the said outgoings and shall further pay additional amounts (towards actual expenses, on the basis of actual bills when received) as may be demanded by the Promoter.

21.4 The Allottees shall pay any additional amounts towards the said outgoings, as and when demanded by the Promoter, without raising any objection or dispute in respect thereof.

21.5 The Allottees shall pay the said outgoings punctually, regularly and without any default on or before the 10th day of each English Calendar month.

21.6 The Allottees shall pay to the Promoter his/her/their contribution towards the said outgoings until he/she/they is/are admitted as the member of the Association of Apartment Owners.

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21.7 The monthly amount of the said outgoings as contributed by the Allottees shall not carry any interest and remain with the Promoter until administration and management of the said New Building is transferred in favour of the Association of Apartment Owners. Thereafter, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Association of Apartment Owners.

21.8 Notwithstanding anything contrary stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on the Allottees only. If for whatsoever reason the Recovering Authority recovers the same from the Promoter, then in such circumstances the Promoter shall be entitled to recover the same from the Allottees along with interest thereon. The Allottees herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottees in writing. It is further

Promoter

Allottees

specifically agreed that, aforesaid encumbrance shall be on said Apartment being first encumbrance of the Promoter. The Allottees herein with due-diligence has accepted the aforesaid condition.

22. Additional payments by the Allottees with the Promoter:

22.1 The Allottees shall on or before delivery of possession of the said Apartment pay to the Promoter, the following amounts:-

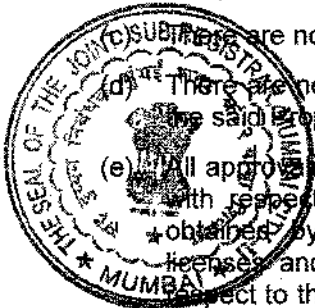
- (i) Rs. 700/- for share money, application entrance fee of the Association of Apartment Owners.
- (ii) Rs. 60,000/- for formation and registration of the Association of Apartment Owners, all legal costs, charges and expenses including professional costs of the advocates/legal consultants engaged by the Promoter in connection with formation of the Association of Apartment Owners, preparing its Rules, Regulations and Bye-Laws and the cost of preparing and engrossing the Deed of Conveyance.
- (iii) Rs. 1,20,000/- for proportionate share of maintenance (excluding Municipal and other statutory taxes or cess) for the period till the handing over the charge to the Association of Apartment Owners.
- (iv) Rs. 15,000/- for deposit towards Water, Electric, and other utility and services connection charges.

22.2 The Allottees shall pay GST, if any, at the applicable rate on the above payments.

23. Representations and warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottees as follows:

- (a) The said Owner has clear and marketable title to the said Property; as declared in the title report annexed to this Agreement. Further, the Promoter has the requisite rights to carry out redevelopment on the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;
- (b) The Promoter has lawful rights and requisite approvals from the MCGM and other competent authorities to carry out redevelopment of the said Property and shall obtain requisite approvals from time to time to complete the said redevelopment;



(c) There are no encumbrances on the said Property or on the Project;

(d) There are no litigations pending before any Court of law with respect to the said Property or the Project;

(e) All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project;

(f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;

(g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;

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Promoter

Allottees

- (h) The Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottees in the manner contemplated in this Agreement;
- (i) At the time of execution of the Deed of Conveyance of the said Land and the said New Building to the Association of Apartment Owners, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said New Building to the said Association;
- (j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Land and the Project to the competent Authorities;
- (k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter.

24. Covenants as to use of said Apartment:

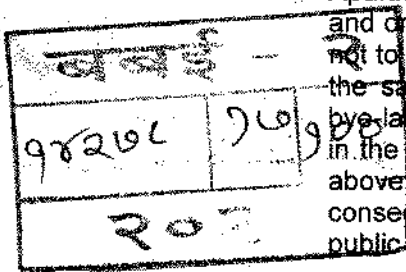
24.1 The Allottees for himself/herself/themselves with the intent to bring in all persons, into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows:


- (a) To maintain the said Apartment at the Allottees' own cost in good tenable and repaired condition from the date on which possession of the said Apartment is taken and not to do or suffer to be done anything in or to the said New Building, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make additions in or to the said Apartment and/or the said New Building in contravention of any law, regulations and rules.

Not to store in the said Apartment, any goods which are of hazardous, combustible or of dangerous nature or so heavy to damage the construction or structure of the said New Building in which the said Apartment is situated or storage of which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the said New Building in which the said Apartment is situated, including entrances of the said New Building or to the said Apartment on account of negligence or default of the Allottees in this behalf. The Allottees 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 Apartment and maintain the said Apartment in the same condition state and order in which it was delivered by the Promoter to the Allottees and not to do or cause to be done anything in or to the said New Building or the said Apartment which may be against the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and 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 said Apartment or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, not to make any alteration in the elevation and outside colour scheme of the said New Building and to keep the partition walls, sewers, drains, pipes in the said Apartment and appurtenances thereof





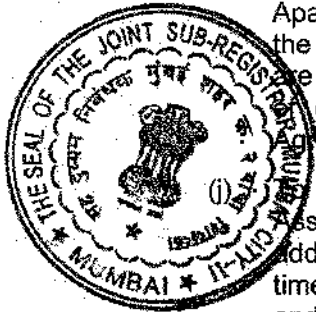
 Promoter



 Allottees

in good, tenantable and repaired condition, and in particular, so as to support shelter and protect the other parts of the said New Building and not to chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Paris or other structure members in the said Apartment without the prior written permission of the Promoter and/or the Association of Apartment Holders.


- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said New Building 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 Apartment in the compound or any portion of the said Land and the said New Building.
- (g) To pay to the Promoter within seven days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said New Building.
- (h) To bear and pay any increase in local taxes, water charges insurance and such other levies, if any, which are or may be imposed by the concerned local authority and/or Government and/or other public authority on account of any permitted unauthorized change of user of the said Apartment by the Allottees viz. user for any purposes other than the purpose of residence, it being expressly understood that any such payment shall not prejudice the rights of the Promoter or of the Association of Apartment Owners to be formed against the Allottees for any such unauthorized change of user.
- (i) Not to let, sub-let, transfer, assign or part with his/her/their interest or benefit factor of this Agreement or part with possession of the said Apartment without the prior written permission of the Promoter until all the dues payable by the Allottees to the Promoter under this Agreement are fully paid up and only if the Allottees had not been guilty of breach or non-observance of any of the terms and conditions of this Agreement.





observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said New Building and the said Apartment and other apartments therein and for the observances and performance of the Building Rules, Regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies.

- (k) To observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the said Apartment and to pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (l) To permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the said New Building or any part thereof for the purpose of repairing any part of the said New Building and for laying cables, water covers, fittings, wires and other conveniences for the said New Building and also for repairing, maintaining and servicing the same and other services for the said New Building and also for the purpose of cutting off the supply of water or other services to the Apartment or any other premises in the said New Building in respect whereof the

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 Promoter

 Allottees

concerned Allottees or the occupier thereof shall have committed default in payment of his/her /their share of Municipal rates and taxes, water taxes, electric charges and other outgoings till the conveyance of the said Land and the said New Building.

- (m) To maintain the front elevation and the side and rear elevations of the said Apartment in the same form and not at any time alter the said elevation in any manner.
- (n) not to change the colour scheme of the façade of said New Building abutting the said Apartment.
- (o) not to change the location, and/or design and/or dimensions and/or colour of the M.S. grills fixed on the windows of the said Apartment.
- (p) not to alter dimensions of the windows of the said Apartment i.e. converting ordinary windows into french windows or vis-à-vis.
- (q) not to grow any plants and/or keep planters on the window sills and/or elevated portions of the window grills and more particularly on chajja projections in front of the bedroom window.
- (r) not to hang cloths for drying in the windows of the said Apartment and/or anywhere on the front side of the said New Building.
- (s) not to use the chajja projections in front of the windows for storing any articles like stools, tricycles, empty gas cylinders, containers, boxes, toys etc.
- (t) to always keep the window portions in neat and clean condition.
- (u) to keep the open passage outside the said Apartment in clean and neat condition.

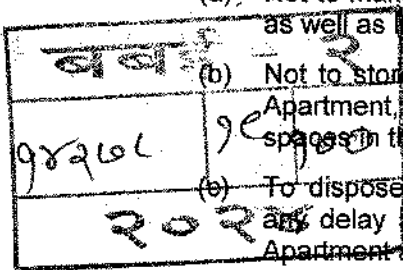
not to keep shoes, sandals, dustbins etc. in the open passage outside the said Apartment and/or on the staircase and/or in the the staircase landing.

to take every possible care and precaution to maintain the exterior of the said Apartment, the said New Building and its surrounding in beautiful, clean and neat condition.

Not to raise any claim over the common areas such as open spaces, parking spaces, lobbies, staircases, lifts, terraces, society office, meter rooms, pump rooms, servants' toilets, security cabins etc., which shall always remain the property of the Association of Apartment Owners.

24.2 The Allottees hereby agree to adhere to and abide by the following conditions, while carrying on interior work of the said Apartment:

- (a) Not to make use of the lift for carrying any material, goods, articles etc. as well as labour, in or to the said Apartment;
- (b) Not to store any material, goods, articles, debris etc. outside the said Apartment, in the passages, in the staircase landing and/or in the open spaces in the compound of the said New Building;
- (c) To dispose of all debris, left-over materials etc. immediately, without any delay and to ensure maintenance of cleanliness around the said Apartment and the said New Building;
- (d) Not to cause any nuisance and/or annoyance to other occupiers of the said New Building while carrying on interior work;
- (e) Not to carry on interior work after 7:00 p.m. and not to allow the labour to stay overnight in the said Apartment;



Promoter

Allottees

- (f) To rectify at his/her/their costs, damages, if any caused to the lift, staircase, walls or external finished works or any premises in the New Building etc. while carrying out interior decoration work of the said Apartment;
- (g) To pay proportionate charges for the electricity consumed for carrying out interior decoration work, before installation of individual electric meters.

25. Name of the New Building:

25.1 Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the said New Building "BUILDARCH DAISY" and further to erect or affix Promoter's name board at suitable places as decided by the Promoter on the said New Building and/or at the entrances of the same.

25.2 The allottees in the said New Building and/or the Association of Apartment Owners are not entitled to change the said name of the said New Building and/or to remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

26. Separate account for sums received:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottees towards the said Consideration Amount of the said Apartment and as advance or deposit, sums received on account of the share capital for the formation of the Association of Apartment Owners, towards the outgoings, legal charges etc.

PROVIDED HOWEVER that the Promoter shall be entitled to withdraw the sums received from the Allottees and utilize the same as contemplated and permitted under the said Act and the Rules and Regulations made thereunder.

27. Measurement of the carpet area of the said Apartment:

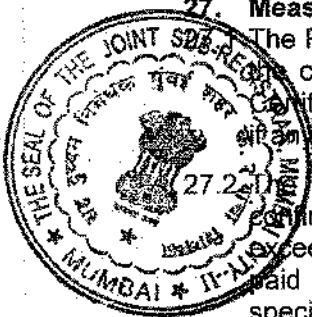
The Promoter has confirmed the final carpet area of the said Apartment after construction of the said New Building is complete and the Occupation Certificate is granted by the Corporation, by furnishing details of the changes, in the carpet area, subject to a variation cap of three percent.

27.2 The total price payable for the carpet area shall be recalculated upon confirmation by the said Architect. If there is any reduction in the carpet area exceeding the defined limit then the Promoter shall refund the excess money paid by Allottees within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to Allottees exceeding the defined limit, the Promoter shall demand additional amount from the Allottees as per the next milestone of the Payment Plan.

27.3 All the aforesaid monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. That in such a case, the parties hereto agree that a surveyor/architect as an expert be appointed mutually by the parties to take his expert opinion of measuring the said Apartment and submitting the said details.

28. Restrictive covenant:



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



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 Promoter

 Allottees

and the said New Building are transferred to the Association of Apartment Owners.

29. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement they shall not mortgage or create a charge on the said Apartment; and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottees.

30. Binding effect:

30.1 Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or Allottees until, firstly the Allottees sign and deliver this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt hereof by the Allottees and secondly appears for registration of the same before the concerned sub-registrar as and when intimate by the Promoter.

30.2 If the Allottees fail to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottee, the application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection herewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.



31. Entire agreement:

This Agreement, along with its schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supercedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

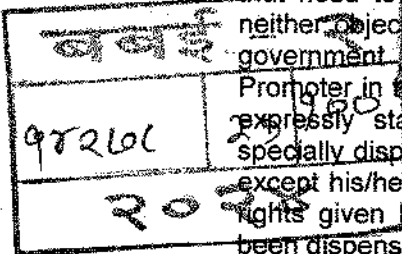
32. Right to amend:

This Agreement may only be amended through written consent of the Parties.

33. Provisions of this Agreement applicable on the Allottees/ subsequent allottees:

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

33.2 The Allottees agree that he/she/they shall not object to any easement rights that need to be given to any person in and around the Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottees to the Promoter for the same; save and except his/he/their right to enjoy and use the said Apartment and any other rights given by the Promoter to the Allottees for which consideration has been dispensed.



34. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement

Promoter

Allottees

shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

35. Method of calculation of proportionate share wherever referred to in this Agreement:

Wherever in this Agreement it is stipulated that the Allottees have to make any payment in common with the other allottees in the said New Building, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the said New Building.

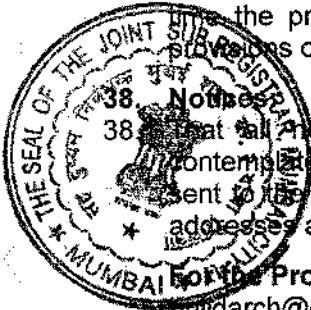
36. Further assurances:

Both the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

37. Waiver not a limitation to enforce:

37.1 The Promoter may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottees in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one such incident or in case of one such Allottees shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of such further incidents or in case of other such allottees.

37.2 Failure on the part of the Promoter to enforce at any time or for any period of the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.



38. Notices:
38.1 All notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses and notified e-mail addresses as specified below.

For the Promoter:
buidarch@gmail.com
Notified e-mail id:


For the Allottees:
vivekindulkar@gmail.com
Notified e-mail id:

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

38.3 In case of joint allottees all communications shall be sent by the Promoter to the Allottees whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

39. Dispute resolution:



Promoter

Allottees

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the MahaRERA appointed under the said Act and the Rules and Regulations made thereunder.

40. Governing Law:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

41. Registration of this Agreement:

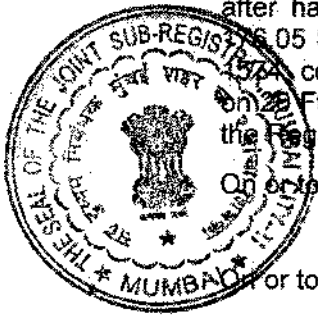
The Allottees shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof, on receiving the written intimation from the Allottees.

42. Payment of stamp duty, registration fee & legal charges:

The Allottees shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

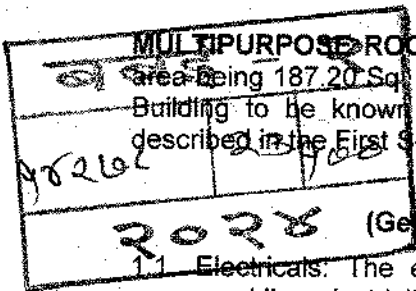
ALL THAT piece or parcel of land and ground bearing Final Plot No. 634 of TPS-IV of Mahim Division, originally admeasuring 216.28 Sq. Mtrs. or thereabouts; and after handing over of R.L. Setback Area of 40.23 Sq. Mtrs. now admeasuring 176.05 Sq. Mtrs. or thereabouts, being part of New Survey Nos. 1572, 1573 and 1574 corresponding to Cadastral Survey No. 7/1710 of Mahim Division situated on 20 Ft. passage off 60 Ft. Road (now known as Ranade Road Extension) within the Registration District and Sub-District of Mumbai and bounded as under:



- On or towards the East : By land out of Plot No. II and IV reserved passage;
- On or towards the West : By Plot No. VIII of Shivaji Park Scheme and Final Plot No. 633;
- On or towards the North : By Plot No. III of Shivaji Park B5 Scheme;
- On or towards the South : By land out of Plot Nos. X and XII.*

**THE SECOND SCHEDULE ABOVE REFERRED TO
FIRSTLY**

MULTIPURPOSE ROOM No. 301, admeasuring 156 Sq. Ft. (carpet) its built up area being 187.20 Sq. Ft. equivalent to 17.39 Sq. Mtrs. on the 3rd floor in the New Building to be known as "BUILDARCH DAISY" constructed on the Property described in the First Schedule hereinabove written.



**SECONDLY
(General Common Amenities & Facilities)**

- 1.1 Electricals: The entire electrical installations, cables and equipments for providing electricity to the Land or the said New Building in which the same are installed.
- 1.2 Water: The entire space, equipments, tanks, reservoirs and pipes for supply of Water to the Premises in the Building.
- 1.3 Drainage: All drains, sewers and pipes for common facilities of the Premises.

(General Common areas and portions)

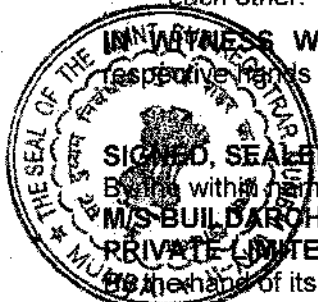
- 1.1 A part of the roof of the said New Building.

Promoter

Allottees

- 1.2 Main entrance lobby at the ground floor of the said New Building staircase leading to the upper floors and staircase landings
- 1.3 All outer walls of the said new Building, the boundary wall, main gate and shutters provided to the common entrances and outer portions of the Walls of the said Apartment on the common passages.
- 1.4 The right of ingress to and egress from the said Apartment and access to all the Common Portions.
- 1.5 The right of passage of wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable TV, internet and all other utilities to and through each and every portion of the said Apartment.
- 1.6 The right of support, shelter and protection of each portion of the said New Building by the other portions thereof.
- 1.7 Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part of parcel of the said Apartment or necessary for the exclusive use or enjoyment thereof by the Co-Occupiers in common with each other.

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

SIGNED, SEALED AND DELIVERED
 By the within named "PROMOTER"
M/S BUILDARCH LAND DEVELOPERS PRIVATE LIMITED
 in the hand of its 'Director'
MR. MONISH LAXMIKANT THAKOOR
 in the presence of

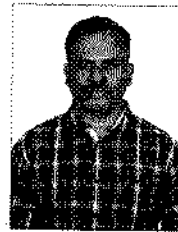


For Buildarch Land Developers Pvt. Ltd.

Monish Thakoor
 Director

1. *Monish Thakoor*
2. Mrs. C.S. Deshmukh

SIGNED, SEALED AND DELIVERED
 By the within named "ALLOTTEES"
MR. VIVEK VIJAY INDULKAR



Vivek Indulkar



MRS. PRIYA VIVEK DESHMUKH INDULKAR
 in the presence of



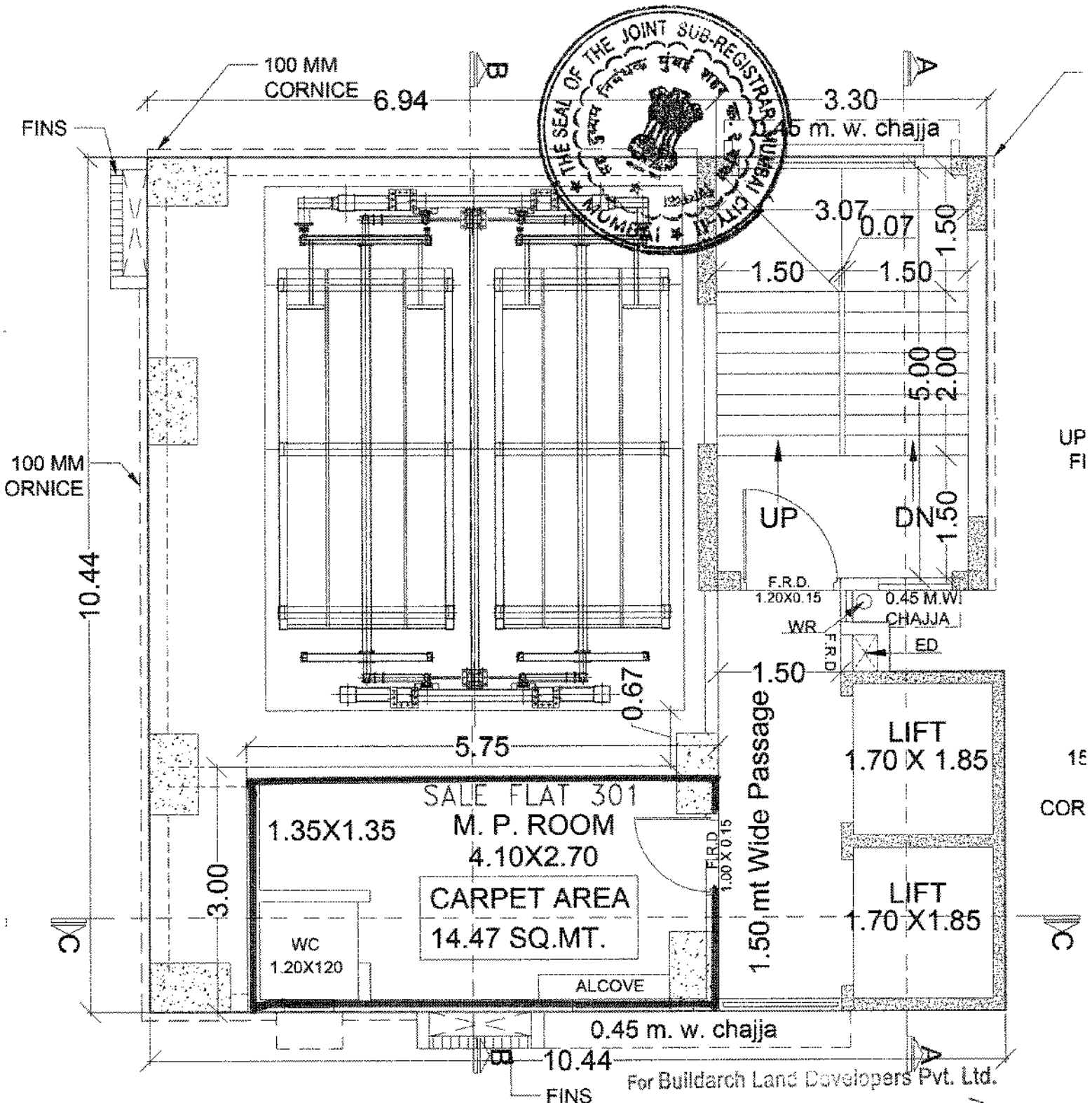
Priya Deshmukh



1. *Monish Thakoor*
2. Mrs. C.S. Deshmukh

Monish Thakoor
 Promoter

Vivek Indulkar *Priya Deshmukh*
 Allottees



3RD FLOOR PLAN

SCALE 1: 100

[Signature]
Director

[Signature]

[Signature]

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Kadam & Company

Advocates

305/306, 3rd Floor, Yusuf Building, M. G. Road, Fort, Mumbai - 400 001.
Tel.: 2284 3995 • Telefax : 2284 3994 • Email : advocates@kadam.co

TO WHOMSOEVER IT MAY CONCERN

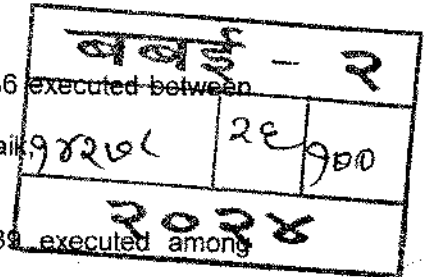
THIS IS TO CERTIFY that we have investigated title of **SULABHA JAGADISH DIGHE** to the land bearing Final Plot No. 634 of TPS-IV of Mahim Division admeasuring 216.28 Sq. Mtrs. or thereabouts, being part of New Survey Nos. 1572, 1573 and 1574, corresponding to Cadastral Survey No. 7/1710 of Mahim Division situated on 20 Ft. passage off 60 Ft. Road (now known as Ranade Road Extension) within the Registration District and Sub-District of Mumbai which is more particularly described in the Schedule hereunder written ("**the said Land**") and the building by name "**OMKAR**" (previously known as "**SURYODAYA**") standing thereon ("**the said Building**") (collectively "**the said Property**") and the rights of **BUILDARCH LAND DEVELOPERS PRIVATE LIMITED**, as the developer of the said Property, by:

(i) Perusing the certified true copies of the following papers handed over to us viz.

(a) Unregistered Agreement dated 20th April, 1936 executed between Anant Rajaram Vaidya and Waman Laxman Naik,

(b) Indenture of Mortgage dated 6th April, 1939 executed among

Waman Laxman Naik, Suryakant Waman Naik and Walchand Hinduji & Ors. being partners of M/s Hinduji Pragji, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-2011-1939 on 9th August 1939.



(c) Deed of Conveyance dated 26th September, 1939 executed between Anant Rajaram Vaidya and Waman Laxman Naik, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-5027-1939 on 31st September, 1939;

(d) Indenture of Mortgage dated 28th November, 1940 executed among Waman Laxman Naik, Suryakant Waman Naik and Walchand Hinduji & Ors. being partners of M/s Hinduji Pragji, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-5378-1940 on 20th December, 1940;



Indenture of Reconveyance dated 1st October, 1941 executed among Poonamchand Dalaji & Ors. being partners of M/s Hinduji Pragji, Waman Laxman Naik and Suryakant Waman Naik, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-4146-1941 on 15th October, 1941;

(f) Indenture of Mortgage dated 1st October, 1941 executed among Waman Laxman Naik, Suryakant Waman Naik and Narhari Vitthal Khandke & Anr., which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-4227-1941 on 19th December, 1941;

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Indenture of Reconveyance dated 15th February, 1972 executed among Mandakini Jaywant Tatnis, Umakant Waman Naik and Waman Naik, which is registered with the office of the



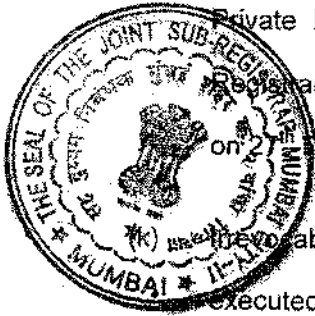
Continuation Sheet

Sub-Registrar of Assurances at Mumbai under No. BOM-404-1972
on 22nd February, 1972;

(h) Unregistered agreement dated 15th July, 1974 executed between
Kabubai wd/o Waman Laxman Naik & 4 Ors. and Sulabha
Jagadish Dighe;

(j) Indenture of Sale dated 16th October, 1974 executed between
Kabubai wd/o Waman Laxman Naik & 4 Ors. and Sulabha
Jagadish Dighe, which is registered with the office of the Sub-
Registrar of Assurances at Mumbai under No. BOM-2649-1974 on
19th February, 1975;

(i) Agreement for Development dated 27th December, 2017 executed
between Sulabha Jagadish Dighe and Buildarch Land Developers
Private Limited, which is registered with the office of the Sub-
Registrar of Assurances at Mumbai under No. BBE4-10615-2017
on 27th December, 2017; and



(k) Irrevocable Power of Attorney dated 27th December, 2017
executed by Sulabha Jagadish Dighe in favour of directors of
Buildarch Land Developers Private Limited, registered with the
office of the Sub-Registrar of Assurances at Mumbai under No.
BBE4-10616-2017 on 27th December, 2017; and

(l) Property Register Card.

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- (II) Instituting search of the said Property in the office of the Sub-Registrar of Assurances at Mumbai and Bandra for last 79 years from the year 1939 to 2017;
- (III) Issuing public notices in the newspapers "Free Press Journal" (English) and "Navshakti" (Marathi) both dated 3rd August, 2017, thereby inviting objections from the persons claiming to have rights in the said Land and the said Building (collectively "the said Property") and/or objections against proposed entrustment of development rights by the said Sulabha Jagadish Dighe in favour of Buildarch Land Developers Private Limited;



Issuing public notices in the newspapers "Free Press Journal" (English) and "Navshakti" (Marathi) both dated 5th September, 2017; and a gazette notice in the newspaper "Navshakti" (Marathi) dated 7th September, 2017, thereby inviting objections from the persons claiming to have tenancy related right in the tenements in the said Building.

1. On perusal of the certified true copies of the documents mentioned in paragraphs (I)(a) to (I)(k) above, Search Report submitted by our Search

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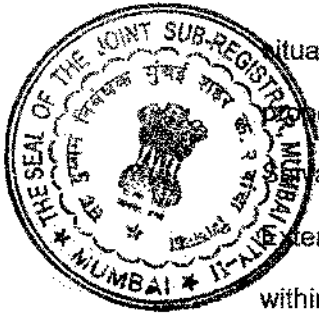
Clerk and the latest Property Register Card, we have observed as under:
(a) One Anant Rajaram Vaidya ("said Anant") had made an offer to the Municipal Corporation of the City of Bombay (now the Municipal Corporation of Greater Mumbai) ("Corporation") to purchase from



Continuation Sheet

it 06 vacant plots of land bearing Plot Nos. III, IV, V, VII, VIII and IV of the Shivaji Park B5 Scheme situate, lying and being at the proposed 60 Ft. road near Shivaji Park, Dadar (which road is now known as Ranade Road Extension) bearing Cadastral Survey Nos. 3/1710, 4/1710, 5/1710, 7/1710, 8/1710 and 9/1710 of Mahim Division within the Registration District and Sub-District of Mumbai ("said Plots"). The said offer was accepted by the Improvement Committee of the Corporation under its Resolution No. 518 dated 31st January, 1936.

(b) By and under an unregistered agreement dated 20th April, 1936 executed between the said Anant and one Waman Laxman Naik ("said Waman") the said Anant agreed to sell to the said Waman one of the said Plots i.e. Plot No. VII of the Shivaji Park B5 Scheme situate, lying and being on the West and North side of the then proposed 20 Ft. passage off the then proposed 60 Ft. road near Shivaji Park, Dadar (which road is now known as Ranade Road Extension) bearing Cadastral Survey No. 7/1710 of Mahim Division within the Registration District and Sub-District of Mumbai, at or for the consideration and on the terms and conditions set out in the said agreement.



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(c) It is seen from above referred documents and Property Register Card that the said Plot No. VII so conveyed to the said Anant



corresponds to Cadastral Survey No. 7/1710 of Mahim Division, and the said Cadastral Survey No. 7/1710 of Mahim Division now bears Final Plot No. 634 of TPS-IV of Mahim Division i.e. the said Land as defined hereinabove. As per the Property Register Card its area is 258.66 Sq. Yards equivalent to 216.28 Sq. Mtrs.

- (d) The said Waman constructed a building on the said Land which was previously known as "Suryadaya", and now known as "Omkar" i.e. the said Building as defined above.



and under an Indenture of Mortgage dated 6th April, 1939 executed among the said Waman being the Mortgagor, his son Suryakant being the Confirming Party and Walchand Hinduji & Ors. being partners of M/s Hinduji Pragji being the Mortgagees, the said Waman mortgaged the said Property with the said M/s Hinduji Pragji as and by way of security for repayment of the loan availed from them. The said Deed of Mortgage was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-2011-1939 on 9th August, 1939.

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By and under a Tri-Partite Deed of Conveyance dated 9th August, 1939 executed among the Corporation, Madhukar Damodar Bhat, the then Municipal Commissioner and the said Anant, the Corporation sold and conveyed to the said Anant the said Plots



Continuation Sheet

forever and absolutely. The said Deed of Conveyance dated 9th August, 1938 was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-4408-1939 on 6th October, 1939.

- (g) Thereafter, by and under a Deed of Conveyance dated 26th September, 1939 executed between the said Anant and Waman, the said Anant sold and conveyed the said Property to the said Waman forever and absolutely. The said Deed of Conveyance dated 26th September, 1939 was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-5027-1939 on 31st September, 1939. In the said Deed of Conveyance area of the said Plot No. VII has been stated as 259 Sq. Yards (exclusive of the passage area) and 367.66 Sq. Yards (inclusive of the passage area).



rsuant to the said Deed of Conveyance dated 26th September, 1939, the name of the said Waman was entered in the Property Register Card as the owner of the said Land.

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- (i) By and under an Indenture of Mortgage dated 28th November 1940 executed among the said Waman being the Mortgagor, his son Suryakant being the Confirming Party and Walchand Hinduji & Ors. being partners of M/s Hinduji Pragji being the Mortgagees, the



said Waman mortgaged the said Property with the said M/s Hinduji Pragji as and by way of further security for repayment of the loan availed from them under the first Deed of Mortgage dated 6th April, 1939. The said Deed of Mortgage was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-5378-1940 on 20th December, 1940.

(j) The said Waman repaid the loan availed from the said M/s Hinduji Pragji along with the interest accrued thereon. Therefore, by and under an Indenture of Reconveyance dated 1st October, 1941 executed among Poonamchand Dalaji & Ors. being partners of M/s Hinduji Pragji, the said Waman and the said Suryakant, the said Poonamchand Dalaji & Ors. being partners of M/s Hinduji Pragji reconveyed the said Property to the said Waman. The said Indenture of Reconveyance was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-4146-1941 on 15th October, 1941.

(k) By and under an Indenture of Mortgage dated 1st October, 1941 executed among the said Waman being the Mortgagor, his son Suryakant being the Confirming Party and one Narhari Vithal Khandke & Anr. being the Mortgagees, the said Waman mortgaged the said Property with the said Narhari Vithal Khandke & Anr. as and by way of security for repayment of the loan availed from them.



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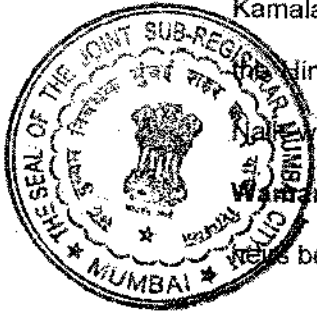
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Continuation Sheet

The said Deed of Mortgage was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-4227-1941 on 19th December, 1941.

(l) Property Register Card, Search Report and certified true copies of the title deeds furnished by the present owner do not disclose that a formal Deed of Reconveyance of the security created under the above referred Deed of Mortgage dated 1st October, 1941 was executed among the parties.

(m) The said Waman passed away in the year 1961, survived by his widow Kabubai Waman Naik, 03 sons viz. Suryakant Waman Naik, Chandrakant Waman Naik and Umakant Waman Naik; and 02 married daughters viz. Ratnaprabha Vishwanath Pathare and Vimal Kamalakar Tharthare, as his heirs and legal representatives as per the Hindu Law of Succession by which the said Waman Laxman Naik was governed at the time of his demise ("the said Heirs of Waman"). Therefore, upon demise of the said Waman his said heirs became owners of the said Property.



(n) It is seen from the Property Register Card and Search Report that by executing a Deed of Mortgage dated 4th February, 1970, the said Kabubai and Umakant (respectively being the widow and son of the said Waman Laxman Naik) mortgaged their collective



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बबई - २		
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undivided share in the said Property with one Mandakini Jaywant Tatnis as and by way of security for repayment of loan availed from her. The said Deed of Mortgage was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-692-1970 on 7th July, 1971.

- (o) The said Kabubai and Umakant repaid the loan so availed and interest accrued thereon to the said Mandakini Jaywant Tatnis. Accordingly by executing a Deed of Re-conveyance dated 15th February, 1972 which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-404-1972 on 23rd February, 1972, the said Mandakini Jaywant Tatnis released and reconveyed to the said Kabubai and Umakant their collective undivided share in the said Property.



By and under an unregistered agreement dated 15th July, 1974, executed between the said heirs of Waman being the vendors of the one part and Sulabha Jagadish Dighe ("said Sulabha") being the purchaser of the other part, the said heirs of Waman had agreed to sell the said Property to the said Sulabha. The said agreement dated 15th July, 1974 was not registered.

- (q) Thereafter, by and under an Indenture of Sale dated 16th October, 1974, made between the said heirs of Waman being the Vendors of



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the one part and the said Sulabha being the Purchaser of the other part, the said heirs of Waman forever and absolutely sold and conveyed the said Property to the said Sulabha. The said Indenture of Sale has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-2649-1974 on 19th February, 1975.

(f) It is seen from the Property Register Card that pursuant to the said Indenture of Sale dated 16th October, 1974, the name of the said Sulabha has been entered in the Property Register Card as the owner of the said Land.

(s) By and under an Agreement for Development dated 27th December, 2017 executed between the said Sulabha and Buildarch Land Developers Private Limited as the Developer of the other part ("said Development Agreement"), the said Sulabha has granted and entrusted upon Buildarch Land Developers Private Limited ("said Buildarch"), the right to redevelop the said Property, on the terms and conditions as contained therein. The said Development Agreement has been registered with the Sub-Registrar of Assurances at Mumbai under No. BBE4-10615-2017 on 27th December, 2017. Pursuant to the said Development Agreement the Buildarch is entitled to demolish the said Building "OMKAR" on the said Land, to construct a new building in its place and to sell the



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sale component flats/apartments therein in the open market on principal-to-principal basis.

- (t) In furtherance to the said Development Agreement, the said Sulabha has also executed in favour of Monish Laxmikant Thakoor, Director of the said Buildarch, an Irrevocable Power of Attorney dated 27th December, 2017, thereby empowering and authorizing him to perform various acts as mentioned therein for carrying out and implementing redevelopment scheme on the said Property. The said Power of Attorney has been registered with the Office of the Sub-Registrar of Assurances, Mumbai under No. BBE4-10616-2017 on 27th December, 2017.



In the course of search of the said Property in the office of the Sub-Registrar of Assurances at Mumbai (Worli and Fort) for past 79 years from 1939 to 2017, we have not found any documents in respect of the said Property which adversely affect or prejudice the ownership rights of the said Sulabha and/or the rights of the Buildarch as the developers of the said Property.

3. In response to our Public Notices dated 3rd August, 2017 (issued in the newspapers Free Press Journal and Navshakti of the same date), we have not received any objections from any person(s) thereby raising any claim in respect of the said Property or any part thereof as owners thereof



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and/or objecting entrustment of development rights by the said Sulabha in favour of the said Buildarch.

4. In response to our other public notices dated 5th September, 2017 (issued in the newspapers Free Press Journal and Navshakti of the same date) and corrigendum published in the newspaper "Navshakti" dated 7th September, 2017, we have not received any objections from any person(s) claiming to have tenancy related right in the tenements in the said Building "Omkar".

We therefore certify that the said **SULABHA JAGADISH DIGHE** is the sole and absolute owner of the said Property and **BUILDARCH LAND DEVELOPERS PRIVATE LIMITED** is entitled to redevelop the said Property in accordance with the terms and conditions as recorded in the Development for Agreement dated 27th December, 2017 by demolishing the said Building "OMKAR" and constructing a new building in its place in accordance with the Development Permission granted by the MCGM and to dispose of the sale component flats/apartments therein in the open market on principal-to-principal basis.



THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

piece of land along with the structure standing thereon known as "OMKAR" (earlier known as "Suryodaya") of Shivaji Park Scheme, Mumbai, situate, lying and being Final Plot No. 634 on 6.10 Mtrs. off 18.30 Mtrs. road within the Registration District and sub-District of Mumbai City and Suburban, admeasuring 216.28 Sq. Mtrs. or thereabout part of New Survey Nos. 1572, 1573 and 1574 and registered in the Book of Collector and Cadastral Survey No.




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Continuation Sheet

7/1710 of Mahim Division and Municipal G Ward No. 4643(7) and Street No. 1002F and being the Final Plot No. 634 of TPS No. IV Mahim and bounded as under:

- On or towards the East : By land out of Plot No. II and IV reserved for passage;
- On or towards the West : by Plot No. VIII of Shivaji Park B5 Scheme and Final Plot No. 633;
- On or towards the North : By Plot No. III of Shivaji Park B5 Scheme;
- On or towards the South : By land out of Plot Nos. X and XII.

DATED THIS 30TH DAY OF JANUARY, 2018.


KADAM & COMPANY
Advocates



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Kadam & Company

Advocates

305/306, 3rd Floor, Yusuf Building, M. G. Road, Fort, Mumbai - 400 001.
Tel.: 2284 3995 • Telefax : 2284 3994 • Email : advocates@kadam.co

To
The MahaRERA
Housefin Bhavan,
Plot No. C-21, E-Block,
Bandra-Kurla Complex,
Bandra (East),
Mumbai 400 51.



LEGAL TITLE REPORT

Sub.: Title Clearance Certificate with respect to Final Plot No. 634 of Mahim Division, being part of New Survey Nos. 1572, 1573 and 1574, corresponding to Cadastral Survey No. 7/1710 of Mahim Division situated on 20 Ft. passage off 60 Ft. Road (now known as Ranade Road Extension) within the Registration District and Sub-District of Mumbai (hereinafter referred to as "the said Plot/Property").

We have investigated the title of the said Plot on the request of the Promoter **BUILDARCH LAND DEVELOPERS PRIVATE LIMITED** and the following documents i.e.:

- Description of the property:** Final Plot No. 634 of TPS-IV of Mahim Division, being part of New Survey Nos. 1572, 1573 and 1574, corresponding to Cadastral Survey No. 7/1710 of Mahim Division situated on 20 Ft. passage off 60 Ft. Road (now known as Ranade Road Extension) within the Registration District and Sub-District of Mumbai.
- The documents of allotment of the Plot:**
 - Unregistered Agreement dated 20th April, 1936 executed between Anant Rajaram Vaidya and Waman Laxman Naik;
 - Indenture of Mortgage dated 6th April, 1939 executed among Waman Laxman Naik, Suryakant Waman Naik and Walchand Hinduji & Ors. being partners of M/s Hinduji Pragji, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-2011-1939 on 9th August, 1939;
 - Deed of Conveyance dated 26th September, 1939 executed between Anant Rajaram Vaidya and Waman Laxman Naik, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-5027-1939 on 31st September, 1939;



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- (d) Indenture of Mortgage dated 28th November, 1940 executed among Waman Laxman Naik, Suryakant Waman Naik and Walchand Hinduji & Ors. being partners of M/s Hinduji Pragji, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-5378-1940 on 20th December, 1940;
- (e) Indenture of Reconveyance dated 1st October, 1941 executed among Poonamchand Dalaji & Ors. being partners of M/s Hinduji Pragji, Waman Laxman Naik and Suryakant Waman Naik, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-4146-1941 on 15th October, 1941;
- (f) Indenture of Mortgage dated 1st October, 1941 executed among Waman Laxman Naik, Suryakant Waman Naik and Narhari Vithal Khandke & Anr., which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-4227-1941 on 19th December, 1941;
- (g) Indenture of Reconveyance dated 15th February, 1972 executed among Mandakini Jaywant Tatnis, Umakant Waman Naik and Kabubai Waman Naik, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-404-1972 on 15th February, 1972;
- (h) Registered agreement dated 15th July, 1974 executed between Kabubai wd/o Waman Laxman Naik & 4 Ors. and Sulabha Jagadish Dighe;
- (i) Indenture of Sale dated 16th October, 1974 executed between Kabubai wd/o Waman Laxman Naik & 4 Ors. and Sulabha Jagadish Dighe, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-2649-1974 on 19th February, 1975;
- (j) Agreement for Development dated 27th December, 2017 executed between Sulabha Jagadish Dighe and Buildarch Land Developers Private Limited, which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE4-10615-2017 on 27th December, 2017; and
- (k) Irrevocable Power of Attorney dated 27th December, 2017 executed by Sulabha Jagadish Dighe in favour of directors of Buildarch Land Developers Private Limited, registered with the office of the Sub-



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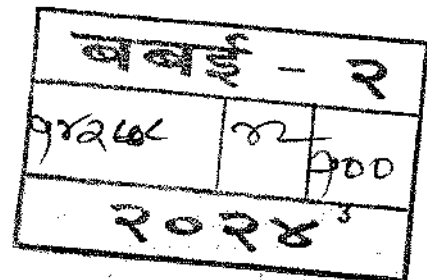
Registrar of Assurances at Mumbai under No. BBE4-10616-2017 on 27th December, 2017.

3. Latest Property Register Card issued by the office of the City Survey & Land Records, Mumbai City.
4. Search Report for 82 years from the year 1939 to 2021.
2. On perusal of the above mentioned documents and all other relevant documents relating to the title of the said Property we are of the opinion that the title of the owner and the Promoter is clear, marketable and without any encumbrances.
 1. Owner of the said Property: Mrs. Sulabha Jagadish Dighe
 2. Qualifying comments/remarks, if any: NIL
3. The report reflecting the flow of title of the owner and promoter on the said Property is enclosed herewith as annexure.

Encl.: Annexure

Date: 23rd August, 2021


KADAM & COMPANY
Advocates



ANNEXURE

Report reflecting the flow of the title of the owner and the promoter

- (a) One Anant Rajaram Vaidya ("said Anant") had made an offer to the Municipal Corporation of the City of Bombay (now the Municipal Corporation of Greater Mumbai) ("Corporation") to purchase from it 06 vacant plots of land bearing Plot Nos. III, IV, V, VII, VIII and IV of the Shivaji Park B5 Scheme situate, lying and being at the proposed 60 Ft. road near Shivaji Park, Dadar (which road is now known as Ranade Road Extension) bearing Cadastral Survey Nos. 3/1710, 4/1710, 5/1710, 7/1710, 8/1710 and 9/1710 of Mahim Division within the Registration District and Sub-District of Mumbai ("said Plots"). The said offer was accepted by the Improvement Committee of the Corporation under its Resolution No. 518 dated 31st January, 1936.
- (b) By and under an unregistered agreement dated 20th April, 1936 executed between the said Anant and one Waman Laxman Naik ("said Waman") the said Anant agreed to sell one of the said Plots i.e. Plot No. VII.



- (c) As per the documents and Property Register Card Plot No. VII corresponds to Cadastral Survey No. 7/1710 of Mahim Division, and the said Cadastral Survey No. 7/1710 of Mahim Division now bears Final Plot No. 634 of TPS-IV of Mahim Division.
- (d) The said Waman constructed a building on the said Plot which was previously named as "Suryadaya", subsequently renamed as "Omkar". The said Plot and the said building "Omkar" are collectively referred to as "the said Property".
- (e) By and under an Indenture of Mortgage dated 6th April, 1939 executed among the said Waman being the Mortgagor, his son Suryakant being the Confirming Party and Walchand Hinduji & Ors. being partners of M/s Hinduji Pragji being the Mortgagees, the said Waman mortgaged the said Property with the said M/s Hinduji Pragji as and by way of security for repayment of the loan availed from them. The said Deed of Mortgage was registered with the office of the

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Sub-Registrar of Assurances at Mumbai under No. BOM-2011-1939 on 9th August, 1939.

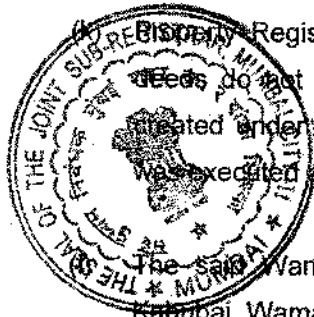
- (f) By and under a Tri-Partite Deed of Conveyance dated 9th August, 1939 executed among the Corporation, Madhukar Damodar Bhat, the then Municipal Commissioner and the said Anant, the Corporation sold and conveyed to the said Anant the said Propertys forever and absolutely. The said Deed of Conveyance dated 9th August, 1938 was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-4408-1939 on 6th October, 1939.
- (g) By and under a Deed of Conveyance dated 26th September, 1939 executed between the said Anant and Waman, the said Anant sold and conveyed the said Property to the said Waman forever and absolutely. The said Deed of Conveyance dated 26th September, 1939 was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-5027-1939 on 31st September, 1939. Pursuant to the said Deed of Conveyance dated 26th September, 1939, the name of the said Waman was entered in the Property Register Card as the owner of the said Land.
- (h) By and under an Indenture of Mortgage dated 28th November, 1940 executed among the said Waman being the Mortgagor, his son Suryakant being the Confirming Party and Walchand Hinduji & Ors. being partners of M/s Hinduji Pragji being the Mortgagees, the said Waman mortgaged the said Property with the said M/s Hinduji Pragji as and by way of further security for repayment of the loan availed from them under the first Deed of Mortgage dated 6th April, 1939. The said Deed of Mortgage was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-5378-1940 on 20th November, 1940.
- (i) The said Waman repaid the loan availed from the said M/s Hinduji Pragji along with the interest accrued thereon. Therefore, by and under an Indenture of Reconveyance dated 1st October, 1941 executed among Poonamchand Dalaji



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& Ors. being partners of M/s Hinduji Pragji, the said Waman and the said Suryakant, the said Poonamchand Dalaji & Ors. being partners of M/s Hinduji Pragji reconveyed the said Property to the said Waman. The said Indenture of Reconveyance was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-4146-1941 on 15th October, 1941.

- (j) By and under an Indenture of Mortgage dated 1st October, 1941 executed among the said Waman being the Mortgagor, his son Suryakant being the Confirming Party and one Narhari Vithal Khandke & Anr. being the Mortgagees, the said Waman mortgaged the said Property with the said Narhari Vithal Khandke & Anr. as and by way of security for repayment of the loan availed from them. The said Deed of Mortgage was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-4227-1941 on 19th December, 1941.



Register Card, Search Report and certified true copies of the title Deeds do not disclose that a formal Deed of Reconveyance of the security created under the above referred Deed of Mortgage dated 1st October, 1941 was executed among the parties.

The said Waman passed away in the year 1961, survived by his widow Kabubai Waman Naik, 03 sons viz. Suryakant Waman Naik, Chandrakant Waman Naik and Umakant Waman Naik; and 02 married daughters viz. Ratnaprabha Vishwanath Pathare and Vimal Kamalakar Tharthare, as his heirs and legal representatives as per the Hindu Law of Succession by which the said Waman was governed at the time of his demise ("the said Heirs of Waman"). Therefore, upon demise of the said Waman his said heirs became owners of the said Property.

- (m) By executing a Deed of Mortgage dated 4th February, 1970, the said Kabubai and Umakant (respectively being the widow and son of the said Waman Laxman Naik) mortgaged their collective undivided share in the said Property with one Mandakini Jaywant Tatnis as and by way of security for repayment of

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Continuation Sheet

loan availed from her. The said Deed of Mortgage was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-692-1970 on 7th July, 1971.

- (n) The said Kabubai and Umakant repaid the loan so availed and interest accrued thereon to the said Mandakini Jaywant Tatnis. Accordingly by executing a Deed of Re-conveyance dated 15th February, 1972 which is registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-404-1972 on 23rd February, 1972, the said Mandakini Jaywant Tatnis released and reconveyed to the said Kabubai and Umakant their collective undivided share in the said Property.
- (o) By and under an unregistered agreement dated 15th July, 1974, executed between the said heirs of Waman being the vendors of the one part and Sulabha Jagadish Dighe ("said Sulabha") being the purchaser of the other part, the said heirs of Waman had agreed to sell the said Property to the said Sulabha. The said agreement dated 15th July, 1974 was not registered.



and under an Indenture of Sale dated 16th October, 1974, made between the said heirs of Waman being the Vendors of the one part and the said Sulabha being the Purchaser of the other part, the said heirs of Waman forever and absolutely sold and conveyed the said Property to the said Sulabha. The said Indenture of Sale has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-2649-1974 on 19th February, 1975.

- (q) By and under an Agreement for Development dated 27th December, 2017 executed between the said Sulabha/Owner and Buildarch Land Developers Private Limited as the Developer/Promoter of the other part ("said Development Agreement"), the said Sulabha has granted and entrusted upon Buildarch Land Developers Private Limited the right to redevelop the said Property. The said Development Agreement has been registered with the Sub-Registrar of Assurances at Mumbai under No. BBE4-10615-2017 on 27th



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Continuation Sheet

December, 2017. In furtherance to the said Development Agreement, the said Sulabha has also executed in favour of Monish Laxmikant Thakoor, Director of Buildarch Land Developers Private Limited, an Irrevocable Power of Attorney dated 27th December, 2017, thereby empowering and authorizing him to perform various acts as mentioned therein for carrying out and implementing redevelopment scheme on the said Property. The said Power of Attorney has been registered with the Office of the Sub-Registrar of Assurances, Mumbai under No. BBE4-10616-2017 on 27th December, 2017.



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1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.
407	-NIL-	-NIL-	F.P. NO. 634 PPS

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Private
- NIL -	(A)-B-NAMAN LAXMAN WATE - DIED ON 1-11-1981 (B)-C-MRS. SUSHAMA JAGDISH BISHE	(A)-93BE D.S. NO. 7/1710 OF MUMBAI (B)-DEED NO. 5027 CONVEYANCE BY 29/11-1981 (C)-DEED NO. 2649 CONVEYANCE BY 3 & OTHERS LEGAL HEIRS OF 'A' IN RS. 45,000/- SB/10-12

13. Original Grant from Govt., if any	14. Lease from Public Body or Executor
	- NIL -



17. Remarks	9. Continued
<p>FILE NO. 42281 DECLARATION BY 1-10-1941 RE (DEED NO. 4227 OF 1941) MORTGAGE FROM 'A' TO COL. 14 & SHR. TO MARGARI VITMAL KHARBE & ADR.</p> <p>ASSESSMENT FIXED AS PER TAX ACT, 1959 AND VIDE ORDER NO. REV/TAB/1/S.P. NO. 634/T.P.S. -14/MUMBAI/2017 MUMBAI DATED 27-10-2017 ISSUED BY THE DEPUTY COLLECTOR INANI AND SPECIAL TENURES ADULTION MUMBAI CITY ORDER FILE NO. T.R. NO. 1484/2018</p> <p>SB/31-4-2018 MS. SB/11-4-18 ASSTT. SUPDT., SB/12-4-18 SUPDT. R.C.S. & LR</p>	<p>Assessment levied/ Fixed as per</p> <p>for first 10 Years</p> <p>(i) 1-8-1971 to 31-7-1981</p> <p>(ii) 1-8-1981 to 31-7-1991</p> <p>(iii) 1-8-1991 to 31-7-2001</p> <p>(iv) 1-8-2001 to 31-7-2011</p> <p>For last 10 Years</p> <p>(v) 1-8-2011 to 31-7-2021</p>

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VIJAY K. SHARMA

VIJAY K. SHARMA TRADING AS V/S H. HONJI PRADJI & CO.

DEED NO. 5027 CONVEYANCE BY 29-11-1981 FROM 'A' TO COL. 14 & SHR.	900
OR RS. 7,000/-	

2028

1. Tenure	6. Area in Sq. Yds/Mis.	7. Land/Plan Survey No.	8. Collector's New No. (Collector's Rent Roll No.)
IV (MUF.LAND)	58.74885	-NIL-	L.T.A.C.R.R.NO.1958
	(258.66)		
L.T.A.	58.74885		
	216.28		
	IN VIDE - 40.23		
	COL.17		
	176.05		

9. Owner : 12. Devaluation of Title

- Nil -

9-39 FROM A.R. VAIDYA FOR RS.3,049/-

6-10-74 FROM KADUBAI MANAN MAIK COL.10 TO 'C' IN COL.10 FOR

13. Ground Rent due to Public Body or Fardadar

14. Superintendent's Initial

- Nil - (16)-55/-,SB/-SUPPLY.

(18)-55/-10-12.....?



1969 Act, 1969 and vide Col.No.17

Rs. 30.00 P.A.
 Rs. 75.00 P.A.
 Rs. 151.00 P.A.
 Rs. 226.00 P.A.
 Rs. 351.00 P.A.

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B-(MRS. NANDANINI JAYWANT TATHNIS)

(DEED NO. 592) MORTGAGE DT. 24-2-1970 FROM C-EMIKANT HANUMANT NATE
AND S-MRS. KANUBAI MO OF A IN COL. 10 TO B IN COL. 2 FOR RS. 75,000/-

(DEED NO. 404) RECONVEYANCE DT. 15-2-1972 FROM A IN COL. 2 TO C, B IN
COL. 7 LEGAL HEIR OF A IN COL. 10 IN RESPECT OF MORTGAGE DT. 24-2-70
FOR RS. 9,253/-

SB/-SB-1-73, SB/-2-4-73

* ON AREA ADMEASURING 40.23 SQ. METERS HAVE BEEN TAKEN FROM THIS
HOLDING FOR SETBACK PURPOSE VIDE ASSISTANT ENGINEER (MATH) III, D/
NORTH WARD LETTER NO. MCGM/5986/AEM-III/DT. 04/07/2020 & POSSESSION
RECEIPT NO. MCGM/5986/AEM III DT. 04/07/2020 AND ALSO MEASUREMENT
N.O. NO. 1198/2020 CARRIED OUT OF THIS OFFICE ON 2-12-2020
VIDE MUT. TR. NO. 1601/2021
SB/-15-4-2021 NS, SB/-15-4-2021 ASST. SUPDT, SB/-15-4-2021 SUPDT. MCGM LR

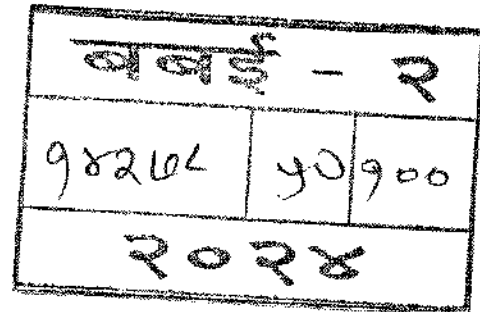
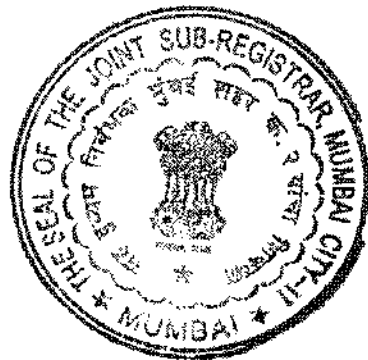
NOTE:- THE ENTRIES IN COL. 10 & 11 IN RESPECT OF DEED NO. 2649
CONVEYANCE DT. 16-10-74 IS NOT CERTIFIED

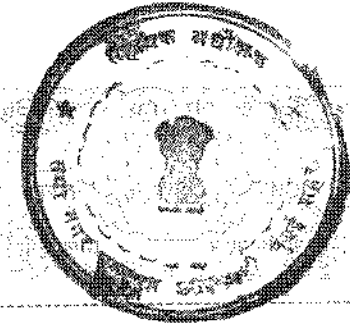
Name of Applicant: BUILBARCHAND DEVELOPERS
Date of Application: 11/12/2023
Fee recovered: Rs. 1111100.00
Reference of issue: 318015700202
Date of issue :

(Signature) [Signature]
Note - This is a true copy
and the area of the plot
is ONE HUNDRED SEVENTY SIX

2 2 DEC 2023

Sub-Registrar
Mumbai, Dist. Mumbai and Lt.





its show entry deleted!
of the extract of C.M. Register which forms part of this office record
party referred to therein is 176.55 Sq. meters.
POINT ZERO FIVE sq. mtrs. B.M. 1.

[Handwritten signature]
19/11/13

Joint Sub-Registrar, Mumbai City-II
City Office, Colaba Road, S. Mumbai

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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/CTY/4561/G/N/337
(NEW)/OD/1/New

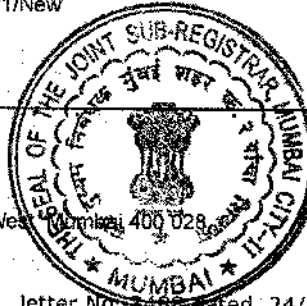
MEMORANDUM

Municipal Office,
Mumbai

To,

Monish Laxmikant Thakur C.A to Owner

101, Sankalp S.H.Paralkar Marg Shivaji Park Dadar West Mumbai 400 028



With reference to your Notice 337 (New), letter No. 337 dated. 24/7/2018 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Redevelopment on plot bearing F.P NO 634, C.S.No 7/1710 of Mahim Division situated at Ranade extension, Shivaji park, Dadar West Mumbai 400028 F.P NO 634 furnished to me under your letter, dated 24/7/2018. 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.

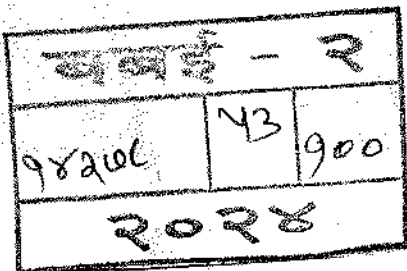
- 1 That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2 That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
- 3 That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No. 38(27).
- 4 That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.

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- 5 That the specifications for layout/ D.O./or access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting 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 City before submitting building completion certificate
- 6 That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3)(ix)] will not be submitted by him.
- 7 That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load alongwith bearing capacity of the soil strata will not be submitted before C.C.
- 8 That the regular/sanctioned/proposed lines and reservation will not be got demarcated at site through A.E.(Survey)/ E.E.(T&C)/ E.E.(D.P.)/ D.I.L.R. before applying for C.C.
- 9 That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
- 10 That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation.
- 11 That the Indemnity Bond, indemnifying the Corporation for damages, risks, accidents, 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 will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 13 That the Regd. U/T for Structural stability certificate of Mini Rotary tower parking systems and stamped undertaking to this effect shall not be submitted.
- 14 That the structure stability from Reg. Structural Engineer for the U.G. Water Tank, flush with Ground floor & the for U.G. Water Tank slab for maneuvering of vehicles shall not be submitted
- 15 That the Regd. U/T for proposed mechanized car lift at ground floor, however same is proposed at front side of the proposed building with open space of 4.95m. only instead of required 6.00m. This will adversely affect the traffic on adjoining road during the entry/exit of cars from mechanized car lift shall not be submitted.
- 16 That the Regd. U/T for the mechanized parking system shall be equipped with Electronic Sensor Device to avoid any Mishap and maintenance of Mechanized system shall be done regularly and stamped shall not be submitted.
- 17 That the Regd. U/T for Society office & Fitness center handing over to the society shall not submitted.
- 18 That the Reg. U/T for not misusing Society office shall not be submitted.
- 19 That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
- 20 That All Dues Clearance Certificate from A.E.W.W. G/N Ward shall not be submitted before issue of C.C.
- 21 That the premium/deposits as follows will not be paid 1. Condonation of deficient open spaces. 2. Staircase / Lift area benefit. 3. Development charges as per M.R. & T.P.(Amendment) Act, 1992.



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(NEW)/IOD/1/New

4. Insecticide charges. 5. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges 'G/N' Ward. 6. Labour Welfare Cess
- 22 That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
- 23 That the work will not be carried out strictly as per approved plan and in conformity with the D.C. Regulations in force.
- 24 That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
- 25 That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work and owner / developer should submit revalidated Janata Insurance Policy from time to time.
- 26 That the fresh Tax Clearance Certificate from A.A. & C 'G/N' Ward shall not be submitted.
- 27 That letter from M.B.R. & R. Board confirming the exact surplus area to be surrendered to M.B.R. & R. Board shall not be submitted and amended plans shall not be submitted and got approved accordingly.
- 28 That the Regd. U/T against misuse of pocket terrace / part terrace / stilt shall not be submitted
- 29 That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
- 30 That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
- 31 That the remarks from H.E. Department shall not be submitted.
- 32 That the debris shall not be dumped on the Municipal ground only.
- 33 That the board displaying the details of development of the work shall not be displayed at site.
- 34 That the necessary remarks for training of nalla / construction of SWD will not be obtained from Dy.Ch.Eng.(S.W.D.) City and Central Cell before asking for plinth C.C
- 35 That the N.O.C. from Dy. Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
- 36 That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
- 37 That the copy of PAN card of the applicant shall not be submitted before C.C.
- 38 That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
- 39 That the N.O.C. from Collector of Mumbai shall not be submitted before C.C.
- 40 That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
- 41 That the N.O.C. from MHADA shall not be submitted before C.C.
- 42 That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.

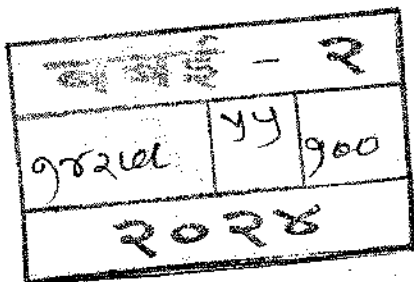
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- 43 That the work shall not be carried out between 7.00 A.M. to 10.00 P.M. only.
- 44 That the G.I.Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
- 45 That 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 Insecticide Officer for Inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
- 46 No main beam in a 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
- 47 All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc
- 48 In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/I of 2.2.2006
- 49 That the remarks regarding formation level from Road Department shall not be submitted.
- 50 That the requisition of clause No. 49 and 50 of D.C.P.R. - 2034 shall not be complied with and records of quality of work, verification of report shall not be kept on site till completion of work.
- 51 That the Regd. Undertaking shall not be submitted by the Owner / Developer / Builder to sell the tenements / flats on carpet area basis only and to abide by the provisions of Maharashtra Ownership Flats (Regulation of the promotion of construction, sale management and transfer) Act (MOFA), amended up to date and the Indemnity Bond indemnifying the M.C.G.M. and its Officers from any legal complications arising due to MOFA will not be submitted.
- 52 That the registered Private Pest Control Agency for providing anti larval treatment at the construction site shall be appointed
- 53 That the N.O.C. holder will have to execute agreement with MHADA / M.B.R.&R.Board in respect of surrender surplus built up area in accordance to the provisions of D.C.Regn.33(7) as per 3rd schedule of MHADA Act 1976 within 30 days after approval of I.O.D. / plans by M.C.G.M. and prior issue of Commencement Certificate by M.C.G.M. on Rs.100/- stamp paper. The M.C.G.M. shall not grant Commencement Certificate or any further permission unless the agreement is duly executed between N.O.C. holder & MHADA / M.B.R.&R.Board and letter to that effect is issued by M.B.R.&R.Board
- 54 That all the conditions of M.H.A.D.A. N.O.C. shall not be submitted further C.C.
- 55 That the services of Safety Officer to take care of all safeties during construction on construction site and around shall not be hired.
- 56 That the Third party insurance shall not be submitted.
- 57 That the advance payment of Insecticide Treatment shall not be paid to Pest Control Office, G/N Ward before obtaining C.C
- 58 That the registered UT shall be submitted that the owner shall not have any objection if the neighboring plot owner come for development with deficiency in open spaces.
- 59 That the registered UT shall be submitted that the conditions shall be incorporated in the sale



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agreement with prospective buyers that the building under reference is constructed with open spaces deficiency

- 60 That the structural stability of pit type parking tower & registered undertaking in this regard indemnifying M.C.G.M. & its officer against the litigation arising out of hardship to occupants due to mechanized failure shall not be submitted
- 61 That the registered undertaking stating that clause shall be incorporated in sale agreement / supportive agreement so as to make aware the prospective buyer/ existing member about the deficient maneuvering space / deficient width of drive way shall not be submitted
- 62 That the grinding and cutting of building material in open area shall not be prohibited.
- 63 That the construction material and waste shall not be stored only within earmarked area and road side storage of construction material and waste shall not be prohibited.
- 64 That no uncovered vehicles carrying construction material and waste shall not be permitted
- 65 That the Construction and Demolition Waste processing and disposal site shall not be identified and required dust mitigation measures shall not be notified at the site as per MPCB directives u/no. BO/JD(APC)/C & D/TB-2/B-30 dt. 03.01.2020

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
- 2 That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
- 3 That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphar water, seepage water, etc. and any other possible chemical effect and due care while constructing the same will be taken and completion certificate to that effect shall not be submitted before granting further C.C. beyond plinth.
- 4 That the C.C beyond 32.00 mts. will not be issued until Ranade Road Extension from 18.30 mts wide Ranade Road to plot under reference shall not be constructed to 9.15 mts width as per sanctioned RL.
- 5 That the additional Development Cess(If Applicable) shall not be paid before further CC

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., user will not be provided and the drainage system or the residential part of the building will not be affected.
- 2 That some of the 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 of 26-6-1978
- 4 That the surface drainage arrangement will not be made in consultation with E.E.(SWD) 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 setback handing over certificate will not be obtained from Ward office before demanding O.C. and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before O.C.

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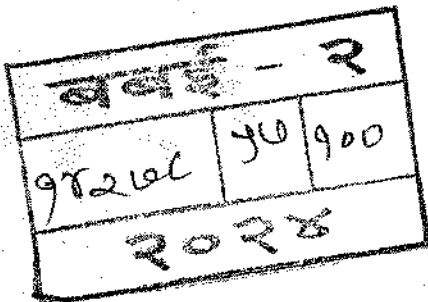


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- 6 That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
- 7 That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.
- 8 That carriage entrance shall not be provided.
- 9 That the parking spaces shall not be provided as per Reg. no.44 of D.C.P.R.
- 10 That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment
- 11 That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office
- 12 That the Drainage completion certificate from (S.P.)(P&D)City for provision of Septic Tank/Soak pit will not be submitted
- 13 That the Drainage completion Certificate from A.E.(B.P.) City for House drain will not be submitted & got accepted
- 14 That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
- 15 That final N.O.C. from MHADA/ C.F.O./ Tree Authority/ shall not be submitted before asking for occupation permission.
- 16 That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided
- 17 That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. TPB-4307/396/CR-124/2007/JD-11 dated 6th June 2007 shall not be provided before applying for occupation permission
- 18 That the following documents shall not be compiled, preserved and handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate by M.C.G.M 1.Ownership documents. 2.Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans. 3.Copies of soil investigation reports. 4. R.C.C. details and canvass mounted structural drawings. 5. Structural Stability Certificate from Licensed Structural Engineer 6. Structural Audit Reports. 7. All details of repairs carried out in the buildings. 8. Supervision certificate issued by the Licensed Site Supervisor. 9. Building Completion Certificate issued by Licensed Surveyor/ Architect. 10. NOC and completion certificate issued by the C.F.O 11. Fire safety audit carried out as per the requirement of C.F.O.
- 19 That the certified copy of sale agreement incorporating the following conditions shall not be submitted to this office. 1.That the prospective society / end user shall not preserve and maintain the documents / plans received from Owner / Developer / Architect and subsequently carry out necessary repairs / structural audit/ fire audit at regular interval and also present periodical structural audit reports and repair history, similarly to check and to carry out fire safety audit time to time as per requirement of C.F.O. through the authorized agency of M.C.G.M.

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- 20 The registered undertaking and indemnity bond shall not be submitted stating that the conditions mentioned at Sr.No.18 will be incorporated in the sale agreement and the same will be informed to the prospective society/ end user.
- 21 That the supervision certificate shall be submitted periodically i.e. every 3 months from the L.S. / Engineer / Structural Engineer / Supervisor or Architect as the case may be as per D.C.Reg.5(3)(ix) regarding satisfactory construction on site.

F : CONDITIONS TO BE COMPLIED WITH OCCUPANCY (PERPETUAL).

- 1 That certificate under Section 270-A of M.M.C. Act will 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 23 March day of 2021 but not so as to contravene 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 or occupation is detected by the Assessor and Collector's Department.
- 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.
- 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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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 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



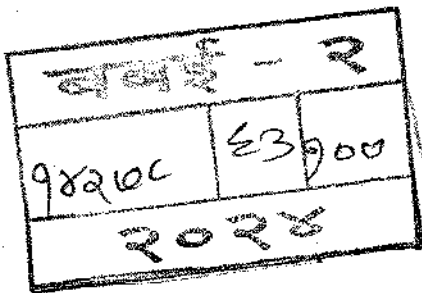
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starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

- 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.



No. CHE/CTY/4561/G/N/337
(NEW)/IOD/1/New

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

CHE/CTY/4561/G/N/337(NEW)/IOD/1/New

- Copy To :-
1. ANIL RAMAKANT PATIL
401, NEELABARI, Off college Lane, Off Portuguese Church, Dadar (W)
 2. Asst. Commissioner G/North.
 3. A.E.W.W. G/North,
 4. Dy.A & C. City
 5. Chief Officer, M.B.R. & R. Board G/North .
 6. Designated Officer, Asstt. Engg. (B. & F.) G/North ,
 7. The Collector of Mumbai



✓
Name : HAMAND NARESH
MEGHSAM
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 24-Mar-2020 18:06:25

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MUNICIPAL CORPORATION OF GREATER MUMBAI
Amended Plan Approval Letter

File No. CHE/CTY/4561/G/N/337(NEW)/337/1/Amend dated 11.02.2021

To, CC (Owner),
ANIL RAMAKANT PATIL Monish Laxamikant Thakur C.A to
401, NEELABARI, Off college Lane, Owner
Off Portuguese Church, Dadar (W) 101 ,Sankalp S.H.Paralkar Marg
Shivaji Park Dadar West Mumbai 400
028.

Subject : Proposed Redevelopment on plot bearing F.P NO 634, C.S.No 7/1710 of Mahim Division situated at Ranade extension , Shivaji park , Dadar West Mumbai 400028.

Reference : Online submission of plans dated 22.01.2021

Dear Applicant/ Owner/ Developer,

There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That all the conditions of I.O.D. under even No. dated 24.03.2020 shall be complied with.
- 2) That the revised structural design / calculations / details / drawings shall be submitted before extending C.C.
- 3) That payment towards following shall be made before asking for C.C.a) Extra Water / Sewerage charges at A.E.W.W.GN Ward Office.b) Labour welfare Cess. c) Staircase, lift, lift lobby premium d) Open space deficiency e) Development Charges as per MRTF ACT
- 4) That the final N.O.C. from C.F.O. shall be submitted before asking for Occupation permission.
- 5) That the drainage layout shall be revised and be got approved from this office before carrying out further drainage work.
- 6) That the final N.O.C. from MHADA shall be submitted before asking for occupation permission.
- 7) That the C.C. shall be got endorsed as per the amended plan.
- 8) That the work shall be carried out strictly as per approved plan.
- 9) That the final Structural stability certificate shall be submitted before asking for B.C.C.
- 10) That the N.O.C. from inspector of Lifts shall be submitted.
- 11) That the work shall be carried out between 6.00 am to 10.00 pm only in accordance with Rule 5A(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by ministry of Environment & Forest Deptt. from time to time shall be duly observed.
- 12) That all condition and direction specified in the order of Hon'ble Supreme Court dated 15.3.2018 in dumping ground case shall be complied with
- 13) That the debris shall be managed in accordance with the provisions of construction and demolition waste Management Rules 2016.
- 14) That adequate safeguards shall be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.
- 15) That the final N.O.C. from Tree Authority shall be submitted before asking for occupation permission.
- 16) That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid Waste Management of M.C.G.M. shall be provided.



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✓
Name : Rajesh Santoshkumar
Dholay
Designation : Executive
Engineer
Organization : Personal
Date : 11-Feb-2021 18:42:15

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Executive Engineer . Building Proposal
City

Copy to :

- 1) Assistant Commissioner, G/North
 - 2) A.E.W.W., G/North
 - 3) D.O. G/North
- Forwarded for information please.



व्यवहारी - २		
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Form 346
88

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



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. CHE/CTY/4561/G/N/337
(NEW)/IOD/1/Amend

MEMORANDUM

Municipal Office,
Mumbai

To,

Monish Laxamikant Thakur C.A to Owner

101 ,Sankalp S.H.Paralkar Marg Shivaji Park Dadar West Mumbai 400 028.

With reference to your Notice 337 (New) , letter No. 3488 dated. 24/7/2018 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Redevelopment on plot bearing F.P NO 634, C.S.No 7/1710 of Mahim Division situated at Ranade extension , Shivaji park , Dadar West Mumbai 400028 CTS/CS/FP No. F.P NO 634 furnished to me under your letter, dated 24/7/2018. 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 remarks from Asst.Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work willnot be submitted before starting the work and his requirements will not be complied with.
- 3 That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
- 4 That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No. 38(27).

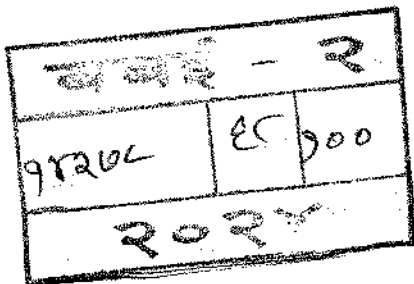
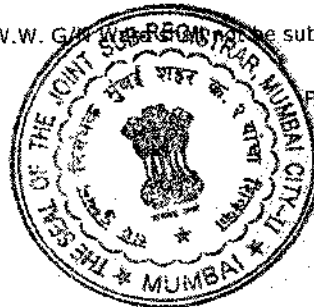


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- 5 That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.
- 6 That the specifications for layout/ D.O./or access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting 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 City before submitting building completion certificate
- 7 That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3)(ix)] will not be submitted by him.
- 8 That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load alongwith bearing capacity of the soil strata will not be submitted before C.C.
- 9 That the regular/sanctioned/proposed lines and reservation will not be got demarcated at site through A.E.(Survey)/ E.E.(T&C)/ E.E.(D.P.)/ D.I.L.R. before applying for C.C.
- 10 That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
- 11 That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation.
- 12 That the Indemnity Bond, indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 13 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.
- 14 That the Regd. U/T for Structural stability certificate of Mini Rotary tower parking systems and stamped undertaking to this effect shall not be submitted.
- 15 That the structure stability from Reg. Structural Engineer for the U.G. Water Tank, flush with Ground floor & the for U.G. Water Tank slab for maneuvering of vehicles shall not be submitted
- 16 That the Regd. U/T for proposed mechanized car lift at ground floor, however same is proposed at front side of the proposed building with open space of 4.95m. only instead of required 6.00m. This will adversely affect the traffic on adjoining road during the entry/exit of cars from mechanized car lift shall not be submitted.
- 17 That the Regd. U/T for the mechanized parking system shall be equipped with Electronic Sensor Device to avoid any Mishap and maintenance of Mechanized system shall be done regularly and stamped shall not be submitted.
- 18 That the Regd. U/T for Society office & Fitness center handing over to the society shall not submitted.
- 19 That the Reg. U/T for not misusing Society office shall not be submitted.
- 20 That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
- 21 That All Dues Clearance Certificate from A.E.W.W. GAU (A.E.W.W.) shall be submitted before issue of



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C.C.

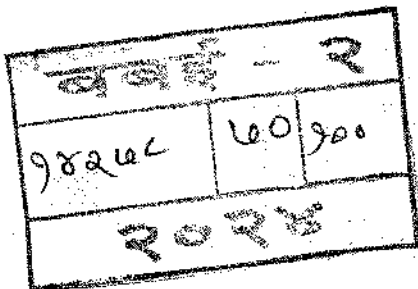
- 22 That the premium/deposits as follows will not be paid 1. Condonation of deficient open spaces. 2. Staircase / Lift area benefit. 3. Development charges as per M.R. & T.P. (Amendment) Act, 1992. 4. Insecticide charges. 5. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges 'G/N' Ward. 6. Labour Welfare Cess
- 23 That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
- 24 That the work will not be carried out strictly as per approved plan and in conformity with the D.C. Regulations in force.
- 25 That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
- 26 That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work and owner / developer should submit revalidated Janata Insurance Policy from time to time.
- 27 That the fresh Tax Clearance Certificate from A.A. & C 'G/N' Ward shall not be submitted.
- 28 That letter from M.B.R. & R. Board confirming the exact surplus area to be surrendered to M.B.R. & R. Board shall not be submitted and amended plans shall not be submitted and got approved accordingly.
- 29 That the Regd. U/T against misuse of pocket terrace / part terrace / stilt shall not be submitted
- 30 That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
- 31 That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
- 32 That the remarks from H.E. Department shall not be submitted
- 33 That the debris shall not be dumped on the Municipal ground only.
- 34 That the board displaying the details of development of the work shall not be displayed at site.
- 35 That the necessary remarks for training of nalla / construction of SWD will not be obtained from Dy. Ch. Eng. (S.W.D.) City and Central Cell before asking for plinth C.C
- 36 That the N.O.C. from Dy. Ch. E. (S.P.) P&D for proposed sewer line shall not be submitted before C.C.
- 37 That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
- 38 That the copy of PAN card of the applicant shall not be submitted before C.C.
- 39 That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
- 40 That the N.O.C. from Collector of Mumbai shall not be submitted before C.C.
- 41 That the construction activity for work of necessary piling shall not be carried out by employing modes such as rotary drilling, micropiling etc. instead of conventional jack and hammer to



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- avoid nuisance damage to adjoining buildings.
- 42 That the N.O.C. from MHADA shall not be submitted before C.C.
- 43 That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
- 44 That the work shall not be carried out between 7.00 A.M. to 10.00 P.M. only.
- 45 That the G.I. Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
- 46 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 Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
- 47 No main beam in a 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
- 48 All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc
- 49 In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/1 of 2.2.2006
- 50 That the remarks regarding formation level from Road Department shall not be submitted.
- 51 That the requisition of clause No. 49 and 50 of D.C.P.R. - 2034 shall not be complied with and records of quality of work, verification of report shall not be kept on site till completion of work.
- 52 That the Regd. Undertaking shall not be submitted by the Owner / Developer / Builder to sell the tenements / flats on carpet area basis only and to abide by the provisions of Maharashtra Ownership Flats (Regulation of the promotion of construction, sale management and transfer) Act (MOFA), amended up to date and the Indemnity Bond indemnifying the M.C.G.M. and its Officers from any legal complications arising due to MOFA will not be submitted.
- 53 That the registered Private Pest Control Agency for providing anti larval treatment at the construction site shall be appointed
- 54 That the N.O.C. holder will have to execute agreement with MHADA / M.B.R.&R. Board in respect of surrender surplus built up area in accordance to the provisions of D.C. Regn. 33(7) as per 3rd schedule of MHADA Act 1976 within 30 days after approval of I.O.D. / plans by M.C.G.M. and prior issue of Commencement Certificate by M.C.G.M. on Rs.100/- stamp paper. The M.C.G.M. shall not grant Commencement Certificate or any further permission unless the agreement is duly executed between N.O.C. holder & MHADA / M.B.R.&R. Board and letter to that effect is issued by M.B.R.&R. Board
- 55 That all the conditions of M.H.A.D.A. N.O.C. shall not be submitted further C.C.
- 56 That the services of Safety Officer to take care of all safeties during construction on construction site and around shall not be hired.
- 57 That the Third party insurance shall not be submitted
- 58 That the advance payment of Insecticide Treatment shall be paid to Pest Control Office, G/N Ward before obtaining C.C



No. CHE/CTY/4581/G/N/337
(NEW)/IOD/1/Amend

- 59 That the registered UT shall be submitted that the owner shall not have any objection if the neighboring plot owner come for development with deficiency in open spaces.
- 60 That the registered UT shall be submitted that the condition shall be incorporated in the sale agreement with prospective buyers that the building under reference is constructed with open spaces deficiency
- 61 That the structural stability of pit type parking tower & registered undertaking in this regard indemnifying M.C.G.M. & its officer against the litigation arising out of hardship to occupants due to mechanized failure shall not be submitted
- 62 That the registered undertaking stating that clause shall be incorporated in sale agreement / supportive agreement so as to make aware the prospective buyer/ existing member about the deficient maneuvering space / deficient width of drive way shall not be submitted
- 63 That the grinding and cutting of building material in open area shall not be prohibited.
- 64 That the construction material and waste shall not be stored only within earmarked area and road side storage of construction material and waste shall not be prohibited.
- 65 That no uncovered vehicles carrying construction material and waste shall not be permitted
- 66 That the Construction and Demolition Waste processing and disposal site shall not be identified and required dust mitigation measures shall not be notified at the site as per MPCB directives u/no. BO/JD(APC)/C & D/TB-2/B-30 dt. 03.01.2020

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
- 2 That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
- 3 That all the structural members below the ground shall 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 will be taken and completion certificate to that effect shall not be submitted before granting further C.C. beyond plinth.
- 4 That the C.C beyond 32.00 mts. will not be issued until Ranade Road Extension from 18.30 mts wide Ranade Road to plot under reference shall not be constructed to 9.15 mts width as per sanctioned RL.
- 5 That the additional Development Cess(If Applicable) shall not be paid before further CC

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., user will not be provided and the drainage system or the residential part of the building will not be affected.
- 2 That some of the 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 of 26-6-1978
- 4 That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation



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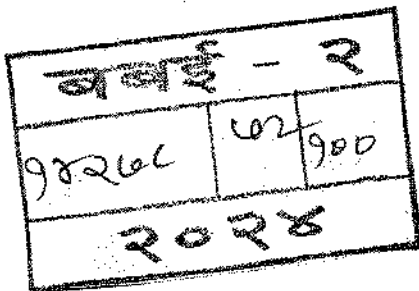
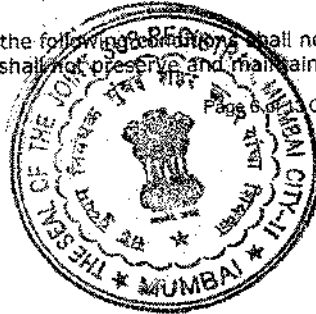
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No. CHE/CTY/4561/G/N/337
(NEW)/IOD/1/Amend

certificate/B.C.C

- 5 That the setback handing over certificate will not be obtained from Ward office before demanding O.C. and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before O.C.
- 6 That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier
- 7 That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.
- 8 That carriage entrance shall not be provided.
- 9 That the parking spaces shall not be provided as per Reg. no.44 of D.C.P.R.
- 10 That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment
- 11 That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office
- 12 That the Drainage completion certificate from (S.P.)(P&D)City for provision of Septic Tank/Soak pit will not be submitted
- 13 That the Drainage completion Certificate from A.E.(B.P.) City for House drain will not be submitted & got accepted
- 14 That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
- 15 That final N.O.C. from MHADA/ C.F.O./ Tree Authority/ shall not be submitted before asking for occupation permission.
- 16 That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided
- 17 That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. - TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be provided before applying for occupation permission
- 18 That the following documents shall not be compiled, preserved and handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate by M.C.G.M 1.Ownership documents. 2.Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans. 3.Copies of soil investigation reports. 4. R.C.C. details and canvass mounted structural drawings. 5. Structural Stability Certificate from Licensed Structural Engineer 6. Structural Audit Reports. 7. All details of repairs carried out in the buildings. 8. Supervision certificate issued by the Licensed Site Supervisor. 9. Building Completion Certificate issued by Licensed Surveyor/ Architect. 10. NOC and completion certificate issued by the C.F.O 11. Fire safety audit carried out as per the requirement of C.F.O.
- 19 That the certified copy of sale agreement incorporating the following conditions shall not be submitted to this office. 1.That the prospective society / end user shall not preserve and maintain the

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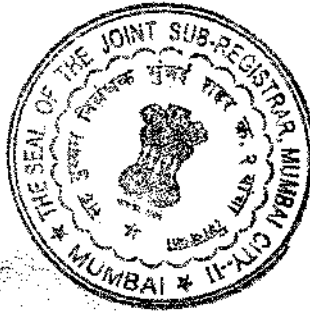
No. CHE/CTY/4561/G/N/337
(NEW)/IOD/1/Amend

documents / plans received from Owner / Developer / Architect and subsequently carry out necessary repairs / structural audit/ fire audit at regular interval and also present periodical structural audit reports and repair history, similarly to check and to carry out fire safety audit time to time as per requirement of C.F.O. through the authorized agency of M.C.G.M.

- 20 The registered undertaking and indemnity bond shall not be submitted stating that the conditions mentioned at Sr.No.18 will be incorporated in the sale agreement and the same will be informed to the prospective society/ end user.
- 21 That the supervision certificate shall be submitted periodically i.e. every 3 months from the L.S. / Engineer / Structural Engineer / Supervisor or Architect as the case may be as per D.C.Reg.5(3)(ix) regarding satisfactory construction on site.

F : CONDITIONS TO BE COMPLIED WITH OCCUPANCY (PERPETUAL).

- 1 That certificate under Section 270-A of M.M.C. Act will 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.

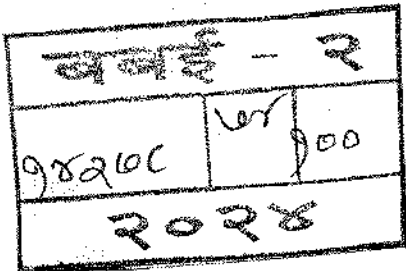
Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 11 May day of 2022 but not so as to contravene any of the provision of the said 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-
 - a) 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
 - 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. ([!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 or 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.

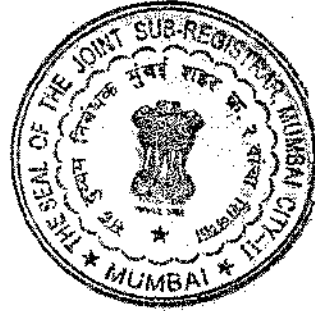


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No. CHE/CTY/4561/G/N/337
(NEW)/OD/1/Amend

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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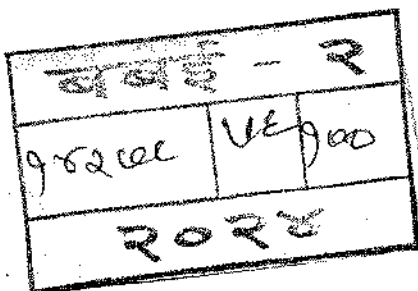
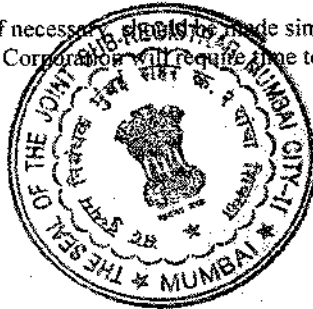
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(NEW)/OD/1/Amend

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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No. CHE/CTY/4561/G/N/337
(NEW)/IOD/1/Amend

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



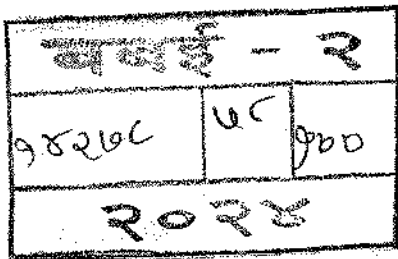
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No. CHE/CTY/4561/G/N/337
(NEW/IOD/1/Amend)

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 nahans 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.



No. CHE/CTY/4561/G/N/337
(NEW)/IOD/1/Amend

Executive Engineer, Building Proposals
Zones wards.

CHE/CTY/4561/G/N/337(NEW)/IOD/1/Amend

- Copy To :- 1. ANIL RAMAKANT PATIL
401, Neelambari, Off College Lane, Opp. Portuguese Church, Dadar (W) Mumbai -400 028
2. Asst. Commissioner G/North.
 3. A.E.W.W. G/North,
 4. Dy.A & C. City
 5. Chief Officer, M.B.R. & R. Board G/North .
 6. Designated Officer, Asstt. Engg. (B. & F.) G/North ,
 7. The Collector of Mumbai

✓
Name : Rajesh Santoshkumar
Dholay
Designation : Executive
Engineer
Organization : Personal
Date : 12-May-2021 13: 32:16



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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/CTY/4561/G/N/337(NEW)/FCC/1/Amend

COMMENCEMENT CERTIFICATE

To,
Monish Laxamikant Thakur C.A to Owner
101, Sankalp S.H.Paralkar Marg Shivaji Park Dadar
West Mumbai 400 028.

Sir,

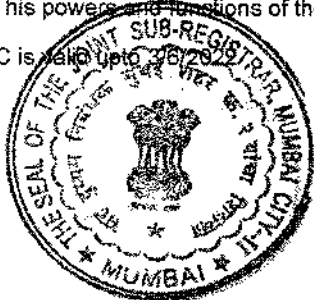
With reference to your application No. **CHE/CTY/4561/G/N/337(NEW)/FCC/1/Amend** Dated. **24 Jul 2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **24 Jul 2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **0** C.T.S. No. **F.P NO 634** Division / Village / Town Planning Scheme No. **Mahim** situated at **Ranade road Extension Road / Street** in **G/North Ward**.

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

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

The Municipal Commissioner has appointed Shri. **Sandipkumar Wagh (AEBP) CITY-VII** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 30/07/2028



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Issue On : 04 Jun 2021

Valid Upto : 03 Jun 2022

Application Number : CHE/CTY/4561/G/N/337(NEW)/CC/1/New

Remark :

This CC is issued up to plinth as per IOD/ plans dated 11.02.2021.

Approved By
Executive Engineer (Rajesh Dholay)
Executive Engineer

Issue On : 19 Jan 2022

Valid Upto : 18 Jan 2023

Application Number : CHE/CTY/4561/G/N/337(NEW)/FCC/1/New

Remark :

This CC is extended up to 9th floor i.e. up to height of 32.00 Mtrs as per last approved plans dated 11.02.2021.

Approved By
Sandipkumar Wagh (AEBP) CITY-VII
Assistant Engineer (BP)

Issue On : 25 Apr 2022

Valid Upto : 03 Jun 2022

Application Number : CHE/CTY/4561/G/N/337(NEW)/FCC/1/Amend

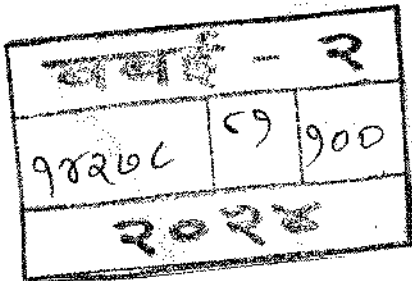
Remark :

This C.C. is further extended up to 15th floor top slab i.e. up to 52.30 M + LMR & OHT as per the IOD and plans dated 11.02.2021.

CHE/CTY/4561/G/N/337(NEW)/FCC/1/Amend



25-Apr-2022



✓
Name : SANDIPKUMAR
ARVIND WAGH
Designation : Assistant
Engineer
Organization : MUNICIPAL
CORPORATION OF
GREATER MUMBAI
Date : 25-Apr-2022 19: 04:21

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

Assistant Engineer, Building Proposal

City G/North Ward

Cc to :

1. Architect.
2. Collector Mumbai Suburban /Mumbai District.



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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
PS1900030673

Project: **BUILDARCH DAISY**, Plot Bearing / CTS / Survey / Final Plot No.: **F.P.634,C.S. NO.7/1710** at **GNorth-400028, Ward GNorth, Mumbai City, 400028;**

1. **Buildarch Land Developers Pvt. Ltd.** having its registered office / principal place of business at **Tehsil: Ward GNorth, District: Mumbai City, Pin: 400028.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (f) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from **08/09/2021** and ending with **31/12/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there



Dated: 08/09/2021

Place: Mumbai

बबई - २	
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Signature valid
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary, MahaRERA)
Date:08-09-2021 07:58:01

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



**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/CTY/4561/G/N/337(NEW)/OCC/1/New of 08 May 2024]**

To,
Monish Laxmikant Thakur C.A to Owner
101 ,Sankaip S.H.Paralkar Marg Shivaji Park Dadar West Mumbai 400 028..

Dear Applicant,

The Full development work of Residential building comprising of full occupation certificate for comprising of proposed composite building for Sale + Rehab component comprising of stilt with 16.00 mtrs. height, Mini Rotary Parking tower accommodating 10 nos. cars + Society office on 1st floor, Fitness center room on 2nd floor, on 3rd floor Multipurpose room, 4th & 5th floor for Residential flats, on 6th floor one residential flat and part Refuge area, 7th to 12th + 14th & 15th floor residential flats, on 13th floor one residential flat and part Refuge area is proposed with total height of 52.30 mtrs. From ground floor level with 1.50 m wide 1 No. of staircase & 2 Nos. of lifts on plot bearing CS No. F.P NO 634 of Division Mahim at Shivaji Park is completed under the supervision of Shri. ANIL RAMAKANT PATIL , Architect , Lic. No. CA/78/4616 , Shri. Satish C. Dhupelia , Structural Engineer, Lic. No. STR/D/4 and Shri. Sameer S Sawant , Site supervisor, Lic.No. S/840000112/SS-I and as per development completion certificate submitted by Architect and as per completion certificate issued by Chief Fire Officer u/no. CHE/CTY/4561/G/N/337(NEW)/CFO/occ dated 07 March 2024 . The same may be occupied and completion certificates submitted as sighted above are hereby accepted.

Copy To :

1. Asstt. Commissioner, G/North
 2. A.A. & C. , G/North
 3. EE (V), City
 4. M.I. , G/North
 5. A.E.W.W. , G/North
 6. Architect, ANIL RAMAKANT PATIL, 401, Neelambari, Off College Lane, Opp. Portuguese Church, Dadar (W) Mumbai -400 028
- For information please

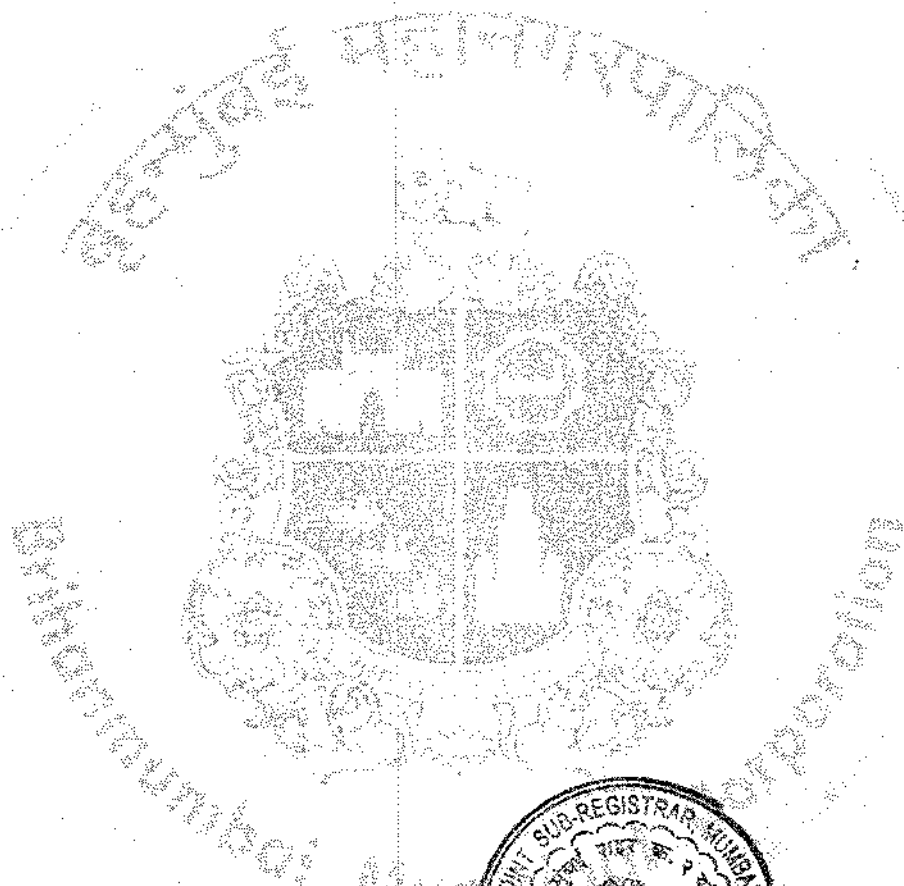


Digitally signed by JITENDRA ARJUNRAO KHONDE
Date: 08 May 2024 18:08:02
Organization: Brihanmumbai Municipal Corporation
Designation: Executive Engineer

Yours faithfully
Executive Engineer (Building Proposal)
Brihanmumbai Municipal Corporation

CHE/CTY/4561/G/N/337
(NEW)/OCC/1/New

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वर्क - २	
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REGD. & ADMN. OFF: 1ST FLOOR, SANKALP S. H. PARALKAR MARG, SHIVAJI PARK, DADAR (W), MUMBAI - 400 028. TEL.: 2444 5010 / 11 • FAX: 2444 9047
CIN - U74210MH1995PTC084344

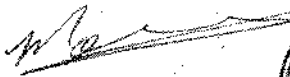
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD OF DIRECTORS MEETING OF THE BUILDARCH LAND DEVELOPERS PRIVATE LIMITED HELD ON 26th June, 2017 AT 1ST FLR SANKALP, S. H. PARALKAR MARG, DADAR (WEST), MUMBAI 400028, THE REGISTERED OFFICE OF THE COMPANY.

INTIMATION OF NEW PROPERTY ACQUISITION

The Chairman placed before the Board, proposal received from 'Omkar' Property owner to develop their property. Upon considering viability of the project, management expressed desire to acquire the said property. To facilitate the development of said property various agreements needs to be entered into. After discussion, the following resolution was passed unanimously:

RESOLVED THAT Monish Laxmikant Thakoor, Director of the Company be and are hereby authorised to sign and execute singly :

1) Development Agreement, 2) Agreement for Permanent Alternative Accommodation, 3) Leave & License Agreement, 4) Agreement for Sale with Flat purchasers from open market, 5) Undertakings to Various Government Authorities viz. MHADA, CFO, BEST & BMC, 6) Memorandum of Understanding, 7) Any other document that may be required in connection to that on behalf of the Company and 8) Power of Attorney to authorize any person/s to appear before the appropriate Sub-Registrar of Assurances, to present for registration and admit the execution of any document executed by Monish Laxmikant Thakoor exercising authority under this resolution, and deliver the same to the concerned party and also appear before the concerned Sub-Registrar of Assurance at Mumbai, to present for registration and to admit execution of the said aforesaid agreements on our behalf.


Monish L. Thakoor
(Managing Director)




Gayatri M. Thakoor
(Director)

Date: 28.06.2017



बवई - २	
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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BUILDARCH LAND DEVELOPERS
PRIVATE LIMITED

03/01/1995
Permanent Account Number

AAACB2206Q

11052005

[Handwritten Signature]

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MONISH LAXMIKANT THAKOOR

LAXMIKANT MANIKRAO THAKOOR

17/10/1970
Permanent Account Number

AAAPT9972A

[Handwritten Signature]
Signature



291012008

[Handwritten Signature]



बबई - २		
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भारतीय विशद माणसा अधिकार

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1211/76011/00553

To,
विवेक विजय इंदुलकर
Vivek Vijay Indulkar
S/O: Vijay Baburao Indulkar
Room No.213, Nandanvan Building
Kakasaheb Gadgil Marg
Near Tilak Bhawan Dadar (West)
Mumbai
Bhawani Shankar Mumbai Mumbai
Maharashtra 400028
9892724836

Ref: 169 / 131 / 314923 / 315009 / P



SH257236980FT



आपला आधार क्रमांक / Your Aadhaar No. :

6850 0530 7346

आधार - सामान्य माणसाचा अधिकार



भारत सरकार
Government of India



विवेक विजय इंदुलकर
Vivek Vijay Indulkar
जन्म तारीख / DOB : 07/10/1983
पुरुष / Male



6850 0530 7346

आधार - सामान्य माणसाचा अधिकार



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Indulkar

आयकर विभाग
INCOME TAX DEPARTMENT

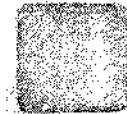


भारत सरकार
GOVT. OF INDIA

VIVEK VIJAY INDULKAR
VIJAY BABURAO INDULKAR

10/07/1983
Permanent Account Number
ABAP19897C

Indulkar
Signature



00000000

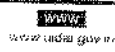


सहचान प्राधिकरण

GOVT. OF INDIA

D/O: शामराव देशमुख, फ्लॉट नं
1, साधना बिल्डिंग 77एच, रामडे रोड,
शिवाजी पार्क दादर, मुंबई, महाराष्ट्र
शंकर, मुंबई, महाराष्ट्र, 400028

Address:
D/o: Shamrao Deshmukh, Flat No
1, Sadhana Building 77h, Ranade
Road, Shivaji Park Dadar, Mumbai,
Bhawani Shankar, Mumbai,
Mumbai, Maharashtra, 400028



P.O. Box No.1847,
Bangalore-560 001



भारत सरकार



प्रिया शामराव देशमुख
Priya Shamrao Deshmukh
DOB: 02-11-1984
Gender: Female



5566 1093 1846

आम आदमी का अधिकार

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

PRIYA S DESHMUKH
SHAMRAO HINDURAO DESHMUKH

02/11/1984

Permanent Account Number

AXFPD7461E

Deshmukh



Deshmukh



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98266	१८१००
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नमूना ई / Form E

महाराष्ट्र शासन



GOVERNMENT OF MAHARASHTRA
आरोग्य विभाग
HEALTH DEPARTMENT
बृहन्मुंबई महानगरपालिका



MUNICIPAL CORPORATION OF GREATER MUMBAI

विवाह नोंदणीचे प्रमाणपत्र

CERTIFICATE OF REGISTRATION OF MARRIAGE

(कलम 6(1) (इ) आणि नियम 5)

(See Section 6(1) and Rule 5)

विवाह नोंदणी क्र.

Marriage Registration No. 50045068

विभाग

Ward

GN

पतीचे नाव

Name of Husband

Mr. VIVEK VIJAY INDULKAR

राहणार

Residing at

Nandanvan Building, 213, Kakasaheb Gadgil Marg, Dadar (West), MUMBAI, 400028, Maharashtra, India.

पत्नीचे नाव

Name of Wife

Ms. PRIYA SHAMRAO DESHMUKH

राहणार

Residing at

Sadhana Building 77H, Flat no. 1, Ranade Road, Shivaji Park, Dadar (West), MUMBAI, 400028, Maharashtra, India.

विवाह दिनांक /

Solemnized on date

20.12.2015

येथे विधि संपन्न झाला

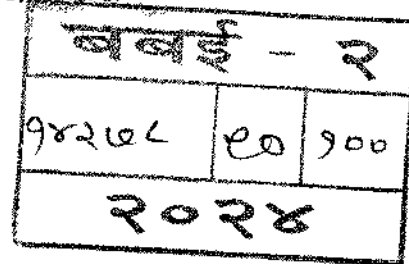
Place Of Marriage

M G Bhavan Hall, Rashtriya Mil Majdoor Sangh, G. D. Ambedkar Road, Parel, Bhoiwada, Opp. Haffkine Inst., MUMBAI, 400012, Maharashtra, India.

रोजी मारुत्याकडून नोंदणी करण्यात आली आहे.

is registered by me on

17.05.2017



महाराष्ट्र विवाह संवकाशे विनियमन आणि विवाह नोंदणी अधिनियम १९९८

Of register of Marriages maintained under the Maharashtra regulation of Marriage Bureaus and Registration of Marriages Act 1998 .

ठिकाण /

Place : Mumbai

दिनांक /

Date : 23.06.2017



PS Ambedkar

विवाह निबंधक /

Registrar Of Marriage, Mumbai



महाराष्ट्र शासन राजपत्र भाग दोन-नाव, वय व धर्म बदलण्याच्या जाहिरातींचा विभाग

वर्ष ३, अंक ओ (३४)

गुरुवार ते बुधवार, ऑगस्ट २४ - ३०, २०१७ / भाद्रपद २ - ८, शके १९३९

[पृष्ठ १९५, किंमत : रुपये ०.००]

सूचना.— "कोणतीही पडताळणी न करता अर्जदारांनी अर्जात सादर केलेल्या माहितीवर आधारित सदर जाहिरात असल्यामुळे जाहिरातीत असलेल्या मजकुराबाबतच्या सत्यतेविषयी शासन कुठलीच जबाबदारी स्वीकारणार नाही."

Note.— "Government accepts no responsibility as to the authenticity of the contents of the notice. Since they are based entirely on the application of the concerned persons without verification of documents."

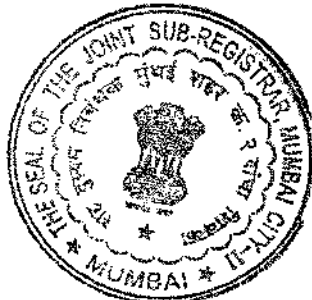
यावरून असे जाहीर करण्यात येत आहे की, खालील व्यक्तींनी आपली जुनी नावे बदलून नवीन नावे धारण केली आहेत :-

It is hereby notified that the following persons have changed their names:—

जुने नाव व नोंदणी क्रमांक / OLD NAME WITH REGISTRATION No.	नवीन नाव व पत्ता / NEW NAME AND ADDRESS	जुने नाव व नोंदणी क्रमांक / OLD NAME WITH REGISTRATION No.	नवीन नाव व पत्ता / NEW NAME AND ADDRESS
Mahadev Ramu Sayappa (M-1758113)	Mahadev Ramu Mehtre Nithyanand Chawl, Anna Nagar, Dhorwada, Dharavi,	Harita Jaywant Sambare (M-1758118)	Harita Sachin Chaudhari At/Post Dolkhamb, Tal - Shahapur, Thane, Maharashtra 421601
अंजली हरिश्चंद्र पवार (M-१७५८११४)	अंजली निलेश भाट मु.पो.हरकुळ.बु. (कावलेवाडी) ता. कणकवली जि. सिंधुदुर्ग पिन कोड नं. ४१६६०२	कृष्णा महादु पडवळ (M-१७५८११९)	किसन महादु पडवळ मुक्काम पोस्ट : मळेगाव, तालुका : शहापूर, जिल्हा : ठाणे- ४२१४०३
Lakshmi Devi (M-1758115)	Laxmidevi Harendranath Singh D-03, Sangam Building, At Po Vasind West, Jindal Colony No 2, Tal Shahapur, Dist Thane.	Hrishikesh Mahesh Dongre (M-1758120)	Hrishikesh Prasad Sawant A/63 Flower Bloom Veera Desai Road Andheri (W) Mumbai 400058
अरुणा यशवंत कारभारी (M-१७५८११६)	अरुणा कुमाल वारणकर नाईकवाडी, कोनगाव, ता.शिवडी, जि. ठाणे. ४२१३११	Shamimul Haq Shamshul Haq (M-1758122)	Shamimul Haq Shamshul Haq Sayyed 219/1, Western Railway Colony, Kherwadi Road, Bandra East, Mumbai-400051
Pooja Jagdish Gajriya (M-1758117)	Pooja Rameshkumar Nadar A/304, New Verus Chs Ltd., Dindayal Road, Dombivli (W.) 421202	Aisha Mohd Shaikh (M-1758123)	Aisha Niyaz Shaikh Sultan Lala Chawl, Room No 202, Karna Road, Gavdevi Dongari, Andheri W

भाग दोन (ना.क)-ओ (३४)

(1)



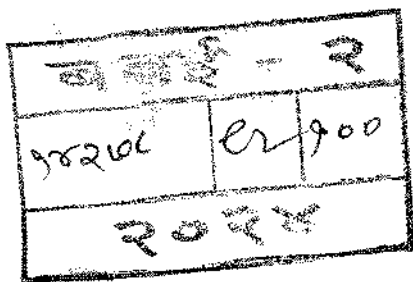
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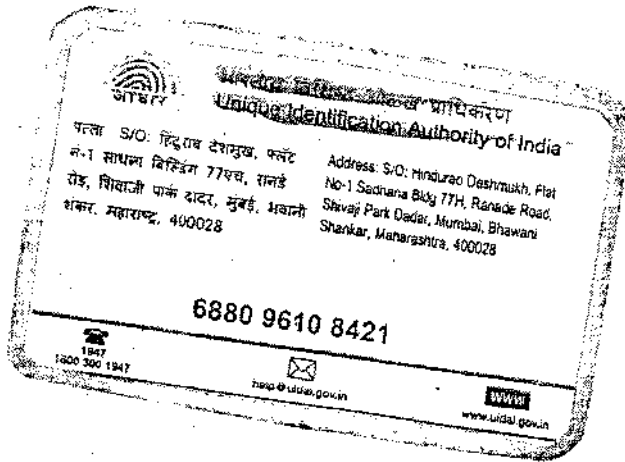
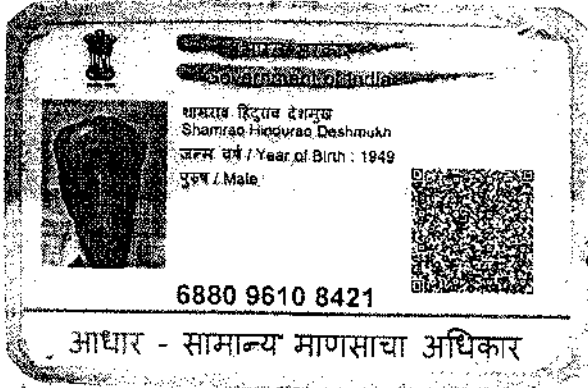
महाराष्ट्र शासन राजपत्र, भाग दोन-नाव, वय व धर्म बदलण्याच्या जाहिरातीचा विभाग,
गुरुवार ते बुधवार, ऑगस्ट २४-३०, २०१७/भाद्रपद २-८, शके १९३९

जुने नाव व नोंदणी क्रमांक / OLD NAME WITH REGISTRATION No.	नवीन नाव व पत्ता / NEW NAME AND ADDRESS	जुने नाव व नोंदणी क्रमांक / OLD NAME WITH REGISTRATION No.	नवीन नाव व पत्ता / NEW NAME AND ADDRESS
Laxmi Arvind Ramani (M-1760489)	Mahalaxmi Arvind Ramani A-1 Shri Lohana Mahaparishad, M. G. Road, Mulund (W), Mumbai 400080	विक्रम वासुदेव डी (M-१७६०४९७)	विक्रम वासुदेव दसारी ओल्ड बिलडींग नं.९, रूम नं.५१०, सुंदर होटल बस स्टॉपच्या जवळ, प्रतिष्ठा नगर, सायन, मुंबई - ४०००२२
सना मजीद पठाण (M-१७६०४९०)	सना मजिद पठाण ७०१, नेव ताज बिलडींग नं.०२, चिराग नगर, पाउन्डस मार्ग, घाटकोपर वॅस्ट मुंबई - ४०००८६	प्रिया शामराव देशमुख (M-१७६०४९८)	प्रिया विवेक देशमुख इंदुलकर फ्लॅट नं १/७७एच, साधना बिलडींग, रानडे रोड, शिवाजी पार्क, दादर, मुंबई - ४०००२८
योगिता नारायण वायकवाड (M-१७६०४९१)	योगिता लिलिन कसलकर २२, चंद्रमा को.ऑप.सोसायटी, असल्फा विलेज, एन.एस.एस.रोड मस्जिद मार्गे, घाटकोपर वेस्ट मुंबई ४०००८४	Nikita Madhukar Gawas (M-1760499)	Nikita Mangesh Shinde 101, Chintamani Society, Mahatma Phule Nagar, Sahyadri, Kaiwa, Thane - 400 605
Mohd Yusuf Abdul Khannan Khan (M-1760492)	Mohammed Yusuf Abdul Hannan Khan C Sector E Line Room No 12 Cheeta Camp Trombay Mumbai 400088	Namrata Keshav Govekar (M-1760500)	Neha Nitin Mahadeshwar Room No.4, Gr. Floor, Chandradarshan Chs. Kisan Nagar No.3, Road No.16, Wagle Estate, Thane West, 400604
अयाज मजीद पठाण (M-१७६०४९३)	अयाज मजिद पठाण ७०१, नेव ताज बिलडींग नं.०२, चिराग नगर, पाउन्डस मार्ग, घाटकोपर मुंबई ४०००८६	सपना पोपट पाटील (M-१७६०५०१)	सपना राजू खरात सद्गुरु अपार्टमेंट, रूम नं १०२, १ला मजला, रघुनाथ नगर, वागळे इस्टेट ४००६०४
Taufiqahmed Naquie Azmi (M-1760494)	Taufizue Ahmed Naquie Azmi Plot No. 6/O/5, Mhb Colony, Baiganwadi, Govandi, Mumbai-400043	Pankajakshy Athikkay Bhaskaran (M-1760502)	Pankajam Prasenan Aynikkat C/1601-Sarovar Darshan Tower, Panchpakhadi, Opp Tunc 400602
Chandresh Kumar Meghji Dhadhi (M-1760495)	Chandresh Meghji Dhadhi Room No. 1 Vasanti Niwas Chawl No. 1 R B Kadam Marg Bhatwadi Ghatkopar West Mumbai -400084	अरुणकुमार काशिनाथ मोरे (M-१७६०५०३)	अरुण काशिनाथ मोरे बी-६ सूरज अपार्टमेंट, के.के.रोड, महाराष्ट्र बेकारी महागिरीच्या जवळ, ठाणे (प)
Nishtha Praful Mahadik (M-1760496)	Nishtha Prafull Mahadik Room No. 711, Roshan Nagar Chs Bldg No. 1, New Ink Road, Oshiwara, Jogeshwari West, Mumbai - 400102		

भाग दोन (ना.ब)-ओ (३३)

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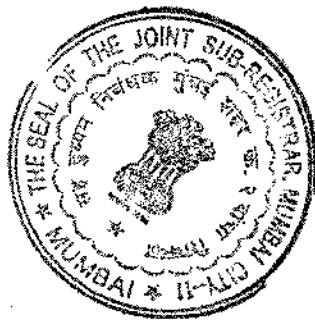


[Handwritten signature]

बवई - २		
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बवई - २		
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२०२४		




Government of India
 राज्य सरकार
 Chhaya Samant District
 जन्म वर्ष / Year of Birth: 1988
 लिंग / Gender:


7549 0228 1215

आधार - सामान्य माणसाचा अधिकार


भारतीय एकिकृत आधारी प्राधिकरण
Unique Identification Authority of India

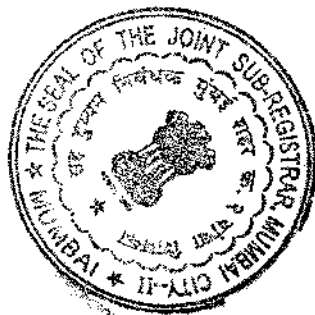
1000 A-10, Sector 10, Connaught Place, New Delhi-110028
 1000 A-10, Sector 10, Connaught Place, New Delhi-110028
 1000 A-10, Sector 10, Connaught Place, New Delhi-110028

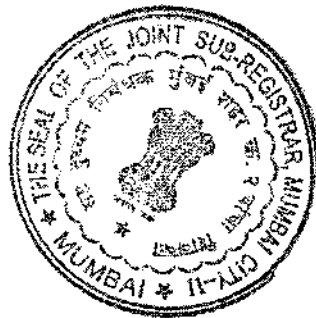
7549 0228 1215



M/S. C. S. Deshmukh

वर्ग - २		
98266	९५	900
२०२४		





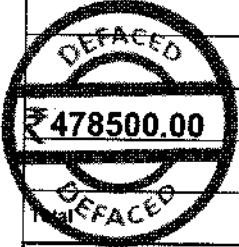
बवई - २	
१४२०८	२६०००
२०२४	



CHALLAN
MTR Form Number-6



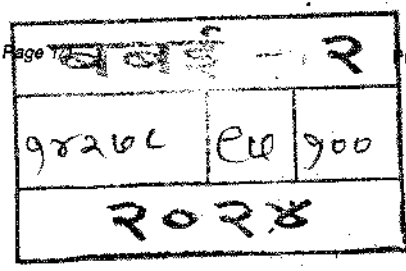
GRN	MH003688372202425P	BARCODE	[Barcode]		Date	17/06/2024-20:02:58	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	ABAPI9887C			
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2			Full Name	VIVEK VIJAY INDULKAR			
Location	MUMBAI			Flat/Block No.	FLAT NO 301 3RD FLR			
Year	2024-2025 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	BUILDARCH DAISY DR V J RATH MARG			
0030045501	Stamp Duty	448500.00		Area/Locality	SHIVAJI PARK DADAR WEST MUMBAI			
0030063301	Registration Fee	30000.00		Town/City/District				
				PIN	4 0 0 0 2 8			
				Remarks (If Any)	PAN2=AAACB2206Q~SecondPartyName=BUILDARCH LAND DEVELOPERS PVT LTD~			
				Amount In Words	Four Lakh Seventy Eight Thousand Five Hundred Rupees Only			
				Amount In Words	4,78,500.00			
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN	Ref. No.	10000502024081704694 0222368285238		
Cheque/DD No.				Bank Date	RBI Date	17/06/2024-20:04:21 Not Verified with RBI		
Name of Bank				Bank-Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		



Department ID : _____ Mobile No. : 9892724836
 NOTE:- This challan is valid for document to be registered in Sub Registrar offica only. Not valid for unregistered document.
 यादर चलान केवल दुरयम निगमक कार्यालयत नोदणी करावयाच्या दस्तावळी लागू आहे . नोदणी न करावयाच्या दस्तावळी यादर चलन लागू नाही .

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-319-14278	0002015118202425	18/06/2024-11:04:50	IGR183	30000.00
2	(IS)-319-14278	0002015118202425	18/06/2024-11:04:50	IGR183	448500.00
Total Defacement Amount					4,78,500.00



Page 1 of 1 Print Date 18-06-2024 11:05:37



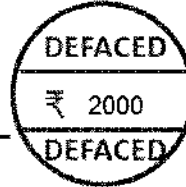
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0624175005982

Receipt Date 18/06/2024

Received from DHC, Mobile number 9999999999, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 14278 dated 18/06/2024 at the Sub Registrar office Joint S.R. Mumbai City 2 of the District Mumbai District.



Payment Details

Bank Name SBIN

Payment Date 17/06/2024

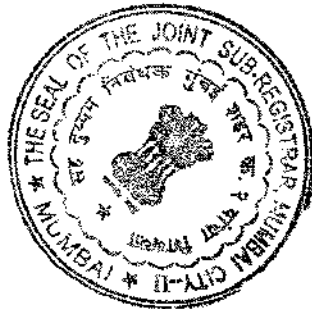
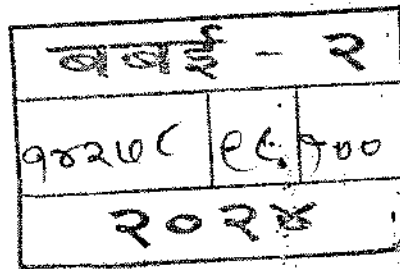
Bank CIN 10004152024061705632

REF No. 416983782863

Deface No 0624175005982D

Deface Date 18/06/2024

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



319/14278

मंगळवार, 18 जून 2024 11:05 म.पू.

दस्त गोषवारा भाग-1

बवड2

दस्त क्रमांक: 14278/2024

ee

दस्त क्रमांक: बवड2 /14278/2024

बाजार मुख्य: रु. 64,33,431/-

मोवदला: रु. 74,75,000/-

भरलेले मुद्रांक शुल्क: रु.4,48,500/-

दु. नि. सह. दु. नि. बवड2 यांचे कार्यालयात

पावती:15482

पावती दिनांक: 18/06/2024

अ. क्र. 14278 वर दि.18-06-2024

सादरकरणाराचे नाव: विवेक विजय इंदुलकर

गोजी 11:03 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

दस्त हजर करणाऱ्याची सही:

एकूण: 32000.00

सह दुय्यम निबंधक, मुंबई-2
सह. दुय्यम निबंधक
मुंबई शहर क्र. २

सह दुय्यम निबंधक, मुंबई-2
सह. दुय्यम निबंधक
मुंबई शहर क्र. २

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

शिक्का क्र. 1 18 / 06 / 2024 11 : 03 : 44 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 18 / 06 / 2024 11 : 04 : 36 AM ची वेळ: (फी)

प्रतिज्ञापत्र

"सदर दस्तऐवज ह्या नोंदणी कायदा १९०८ अंतर्गत अस्तित्वा तरतुदीनुसारच नोंदणीत बाबत केलेला आहे. * दस्तऐवज संपूर्ण मजकूर, विषयदक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे, * दस्तऐवज सत्य, वैधता कायदेशीर बाबतची दस्त निबंधक व कनुवीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे :

लिहून घेणारे :



18/06/2024 11 12:32 AM

दस्त क्रमांक :बवड2/14278/2024

दस्ताचा प्रकार :-ऑन्रीमेंट दू सेल

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	उसा प्रमाणित
1	नाव:मेमर्स बिल्डार्च लॅन्ड डेव्हलपर्स प्रायव्हेट लिमिटेड तर्फे संचालक मोनिष लक्ष्मीकांत ठाकूर पत्ता:प्लॉट नं: 101, माळा नं: -, इमारतीचे नाव: संकल्प, ब्लॉक नं: एम. एच. परळकर मार्ग, रोड नं: शिवाजी पार्क, दादर प., मुंबई, महाराष्ट्र, मुम्बई. पिन नंबर:AAACB2206Q	लिहून देणार वय :-53 स्वाक्षरी:-		
2	नाव:विवेक विजय इंदुलकर पत्ता:प्लॉट नं: रुम नं.213 , माळा नं: -, इमारतीचे नाव: नंदनवन विल्डिंग , ब्लॉक नं: जवळ तिलक भवन दादर , रोड नं: दादर पश्चिम,मुम्बई , महाराष्ट्र, MUMBAL. पिन नंबर:ABAPI9897C	लिहून देणार वय :-40 स्वाक्षरी:-		
3	नाव:प्रिया विवेक देशमुख इंदुलकर लग्नापूर्वीचे नाव प्रिया शामराव देशमुख पत्ता:प्लॉट नं: रुम नं.213 , माळा नं: -, इमारतीचे नाव: नंदनवन विल्डिंग , ब्लॉक नं: जवळ तिलक भवन दादर , रोड नं: दादर पश्चिम,मुम्बई , महाराष्ट्र, MUMBAL. पिन नंबर:AXFPD7461E	लिहून देणार वय :-39 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत ऑन्रीमेंट दू सेल चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:18 / 06 / 2024 11 : 11 : 29 AM

ओळख:-

खालील इमम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	उसा प्रमाणित	
1	नाव:छाशा शामराव देशमुख वय:66 पत्ता:1, साधना, 77एच रानडे रोड, शिवाजी पार्क, दादर प., मुंबई पिन कोड:400028	स्वाक्षरी 		
2	नाव:शामराव हिंदुराव देशमुख - - वय:74 पत्ता:1, साधना, 77एच रानडे रोड, शिवाजी पार्क, दादर प., मुंबई पिन कोड:400028	स्वाक्षरी 		

शिक्का क्र.4 ची वेळ:18 / 06 / 2024 11 : 12 : 07 AM

सह दुय्यम निबंधक, मुंबई-2
सह. दुय्यम निबंधक

Payment Details

sr.	Purchaser	Type	Version/No/Ver	GRN/Licence	सह. दुय्यम निबंधक, मुंबई शहर 2	Deface Date
1	VIVEK VIJAY INDULKAR	eChallan	10000502	003688372202425P	448500.00 SD	0002015118202425 18/06/2024
2		DHC		0624175005982	2000 RF	0624175005982D 18/06/2024
3	VIVEK VIJAY INDULKAR	eChallan		MH003688372202425P	30000 RF	0002015118202425 18/06/2024

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

प्रमाणित करणेत येते की दस्तामध्ये
एकूण.....200.....पाने आहेत पुस्तक
क्र. १, मध्ये बवड-२/१४२७८/२०२४
नोंदला. 18 JUN 2024
दिनांक.

14278 /2024

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