

AGREEMENT  
FOR  
PERMANENT ALTERNATE ACCOMODATION

10363/17

देवनागरि मंगल मंडळ

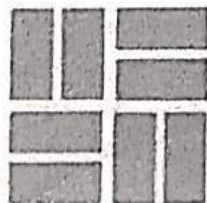
# HIRA KUTIR

CTS No. 370 (A & D) at Daftary Road of Shivaji Chowk,  
Malad (East), Mumbai - 400 097.

Agreement for Permanent for Alternate Accomodation

Flat No. 1402 on 14<sup>th</sup> floor in A Wing

Developers



**H. Rishabraj**  
P R O J E C T S

Energizing Happiness!

**BUILDERS & DEVELOPERS**

103, Jai Tirth, 10th Road, Daulat Nagar, Borivali (East), Mumbai - 400 066.  
Tel. : (022) 6555 3737 | Email : h.rishabrajprojects@gmail.com



Date: 29<sup>th</sup> July, 2017

To,

The Hon. Chairman/Secretary/Treasurer

Hira Kutir CHSL, at Daftary Road,

Off Shivaji Chowk, Malad (East),

Mumbai - 400 097.

**Sub:** Handing over original registered Permanent Alternate Accommodation Agreements, Supplemental Agreements and Original Registration Receipts (of 2 members).

**Ref:** Hira Kutir CHSL redevelopment on plot bearing CTS No. (370) 370 A & D of Village Malad at Daftary Road, Malad (E), Mumbai.

Dear Sir/Madam,

This is with reference to the captioned subject, we are handing over original registered Agreements for Permanent Alternate Accommodation, Supplemental Agreements for providing Permanent Alternate Accommodation along with original registration receipts for below mentioned flats (2 members).

Sr. No.	Old Flat Nos.	New Flat Nos.	Agreement Date	Registration No.	Receipt No.
1	A-19	A-1602	27 <sup>th</sup> July, 2017	BRL-4/10364/2017	11711
2	A-20	A-1402	27 <sup>th</sup> July, 2017	BRL-4/10363/2017	11710
		A-1603	27 <sup>th</sup> July, 2017	BRL-4/10365/2017	11712

You are requested to acknowledge the receipt of above by signing on the right hand side of this letter.

Thanking you.

Yours truly,

For H. Rishabraj Projects,

Partner

*Recd  
Soman  
30/7/17*

I/We received,

For Hira Kutir CHSL



28/07/2017

सूची क्र.2

दुय्यम नियंत्रक : मह. दु.नि. बोगीवनी 4

दम्न क्रमांक : 10363/2017

नोंदणी :

Regn 63m

गावाचें नाव : 1) मालाड

(1) चिनेखाचा प्रकार	पर्यायी जागेचा करार
(2) चोंबदला	0.00
(3) बाजारभाव(भाडेपट्ट्याच्या वास्तुपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1923000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (अमल्यास)	1) पालिकेचे नाव: मुंबई म.न.पा. इतर वर्णन :सदनिका नं: ए-1402, माळा नं: 14, इमारतीचे नाव: हीरा कुटीर को.- ऑप. ही. सोसा. लीमीटेड, ब्लॉक नं: दफ्तरी रोड, ऑफ शिवाजी चौक, रोड : मालाड पूर्व मुंबई 400097 ( ( C.T.S. Number : 370 ; ) )
(5) भेयफळ	1) 570 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात अमेन नव्हा.	
(7) दम्नऐवज करून देणा-या/निहून देवणा-या पध्दकागचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-एच. रीषभराज प्रोजेक्ट्स चे भागीदार हरीश रतनचंद जैन यांच्या तर्फे मुखल्यार शशि एस. मिश्रा वय:-25; पत्ता:-प्लॉट नं: वी/208, माळा नं: 2, इमारतीचे नाव: सावित्री सीएचएस लीमीटेड, ब्लॉक नं: -, रोड नं: एम.जी. रोड, कांदिवली पश्चीम, महाराष्ट्र, मुंबई. पिन कोड:-400067 पॅन नं:-AAIFH3675G 2): नाव:-हीरा कुटीर को.- ऑप. ही. सोसा. लीमीटेड चे चेयरमेन शालिनी पी पाटणकर वय:-77; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: हीरा कुटीर को.- ऑप. ही. सोसा. लीमीटेड, ब्लॉक नं: दफ्तरी रोड, ऑफ शिवाजी चौक, रोड नं: मालाड पूर्व मुंबई 400097, महाराष्ट्र, मुंबई. पिन कोड:-400097 पॅन नं:-AAAAH2123G 3): नाव:-हीरा कुटीर को.- ऑप. ही. सोसा. लीमीटेड चे सेक्रेटरी नीलोफर अख्तर वय:-68; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: हीरा कुटीर को.- ऑप. ही. सोसा. लीमीटेड, ब्लॉक नं: दफ्तरी रोड, ऑफ शिवाजी चौक, रोड नं: मालाड पूर्व मुंबई 400097, महाराष्ट्र, मुंबई. पिन कोड:-400097 पॅन नं:-AAAAH2123G 4): नाव:-हीरा कुटीर को.- ऑप. ही. सोसा. लीमीटेड चे खजिनदार संदीप सराफ वय:-48; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: हीरा कुटीर को.- ऑप. ही. सोसा. लीमीटेड, ब्लॉक नं: दफ्तरी रोड, ऑफ शिवाजी चौक, रोड नं: मालाड पूर्व मुंबई 400097, महाराष्ट्र, मुंबई. पिन कोड:-400097 पॅन नं:-AAAAH2123G
(8) दम्नऐवज करून घेणा-या पध्दकागचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-आरती एम. आश वय:-64; पत्ता:-प्लॉट नं: ए-19, माळा नं: 4, इमारतीचे नाव: हीरा कुटीर को.- ऑप. ही. सोसा. लीमीटेड, ब्लॉक नं: दफ्तरी रोड, ऑफ शिवाजी चौक, रोड नं: मालाड पूर्व मुंबई 400097, महाराष्ट्र, मुंबई. पिन कोड:-400097 पॅन नं:-ABJPA5233F 2): नाव:-हितेंद्र एम. आश वय:-42; पत्ता:-प्लॉट नं: ए-20, माळा नं: 4, इमारतीचे नाव: हीरा कुटीर को.- ऑप. ही. सोसा. लीमीटेड, ब्लॉक नं: दफ्तरी रोड, ऑफ शिवाजी चौक, रोड नं: मालाड पूर्व मुंबई 400097, महाराष्ट्र, MUMBAI. पिन कोड:-400097 पॅन नं:-ADLPA6839P 3): नाव:-सौमंद्र एम. आश वय:-39; पत्ता:-प्लॉट नं: ए-20, माळा नं: 4, इमारतीचे नाव: हीरा कुटीर को.- ऑप. ही. सोसा. लीमीटेड, ब्लॉक नं: दफ्तरी रोड, ऑफ शिवाजी चौक, रोड नं: मालाड पूर्व मुंबई 400097, महाराष्ट्र, MUMBAI. पिन कोड:-400097 पॅन नं:-AGAPA3672Q
(9) दम्नऐवज करून दिल्याचा दिनांक	27/07/2017



<http://10.187.216.14/MarathiReports/HTMLreports/HTMLReport/SuchuKramank-2.aspx> //28/2017

सरी प्रत

मह. दुय्यम नियंत्रक . बोगीवनी  
मुंबई उपनगर जिल्हा

(10)दस्त नोंदणी केल्याचा दिनांक.	27/07/2017
(11)अनुक्रमांक, खंड व पृष्ठ	10363/2017
(12)वास्तवभावाप्रमाणे मुद्रांक शुल्क	96200
(13)वास्तवभावाप्रमाणे नोंदणी शुल्क	19230
(14)शेरा	

मुद्रांकनाम्याचे विचारात घेतलेला  
अनुक्रम :-

मुद्रांक शुल्क आकारनामा निवडलेला  
अनुक्रम :-

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

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१११ ३३ ३३ ३३



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अहवाल सन 2017

1. दस्ताचा प्रकार :- PAAA अनुच्छेद क्रमांक 25(b)
2. सादरकर्त्याचे नाव :- Aradi M. Am
3. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला
4. गावाचे नाव :- Malad East
5. नगरमुनापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- 370
6. मूल्य दरविभाग (झोन) :- CC उपविभाग \_\_\_\_\_
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक  
प्रति चौ.मी.दर :- 22500/-
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 570 कारपेट / विन्ड अप चौ.मीटर / फूट
9. कारपार्किंग :- \_\_\_\_\_ गच्ची :- \_\_\_\_\_ पोटमाळा :- \_\_\_\_\_
10. मजला क्रमांक :- 14 उदवाहन सुविधा \_\_\_\_\_
11. बांधकाम वर्ष :- \_\_\_\_\_ घसारा :- \_\_\_\_\_
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- \_\_\_\_\_ ज्यान्वये दिलेले धर / धाडे
14. भाडेकरू व्याप्त मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :- \_\_\_\_\_  
2. नवीन इमारतीत दिलेले क्षेत्र :- \_\_\_\_\_  
3. भाड्याची रक्कम :- \_\_\_\_\_
15. लिहू अँड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :- \_\_\_\_\_  
निवासी/अनिवासी 2. अनामत रक्कम / आगावू भाडे :- \_\_\_\_\_  
3. कालावधी :- 14
16. निर्धारित केलेले बाजारमूल्य :- 1923000/-
17. दस्तामध्ये दर्शविलेली मोबदला :- X-X-X



18. देय मुद्रांक शुल्क :- 96150/- भरलेले मुद्रांक शुल्क :- 96200/-
19. देय नोंदणी फी :- 19230/-

लिपिक

सह दुय्यम निबंधक

$$570 \times 1.2 / 10.76 \times 27500 + 107 = 1923000/-$$

बारल-४	
90303	90309
२०१७	

1100012000000000

Thursday, July 27, 2017  
3:27 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 11710 दिनांक: 27/07/2017

गावाचे नाव: मालाड

दस्तऐवजाचा अनुक्रमांक: बरल-4-10363-2017

दस्तऐवजाचा प्रकार: पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव: आरती एम. आश

नोंदणी फी	रु. 19230.00
दस्त ह्याताळणी फी	रु. 1420.00
पृष्ठांची संख्या: 71	

एकूण: रु. 20650.00

सद. दु. नि. का-बोरीवली 4

बाजार मुल्य: रु. 1923000/-

मोबदला रु 0.00/-

भरतेले मुद्रांक शुल्क : रु. 96200/-

सद. दु. नि. का-बोरीवली 4, -४,  
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: eChallan रकम: रु. 19230/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH003883947201718E दिनांक: 27/07/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु 1420/-

A.M. Ash.

DELIVERED



CHALLAN  
MTR Form Number-6

GRN	MH00383947201718E	BARCODE	Date		26/07/2017-17:46:40	Form ID	25.2
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty	Registration Fee	TAX ID (If Any)				
			PAN No.(If Applicable)				
Office Name	BRL4_JT SUB REGISTRAR BORIVALI NO 4		Full Name	ARATI M ASH HITENDRA M ASH AND SOURMENDRA M ASH			
Location	MUMBAI		Fla/Block No.	A-1402 HIRA KUTIR CHS LTD			
Year	2017-2018 One Time		Premises/Building	AT DAFTARY ROAD OFF SHIVAJI CHOWK			
Account Head Details		Amount In Rs.	Road/Street	MALAD EAST MUMBAI			
0030045501	Stamp Duty	96200.00	Area/Locality	4 0 0 0 9 7			
0030053301	Registration Fee	19230.00	Town/City/District				
			PIN				
			Remarks (If Any)	PAN2=AAIFH3675G-SecondPartyName=H RISHABRAJ PROJECTS-			
			Amount In	One Lakh Fifteen Thousand Four Hundred Thirty Rupees Only			
Total		1,15,430.00	Words				
Payment Details		CORPORATION BANK	FOR USE IN RECEIVING BANK				
Cheque/DD Details		Bank CIN	Ref. No.	03502302017072650425	CS26072017277635		
Cheque/DD No.		Bank Date	RBI Date	26/07/2017-18:00:00	Not Verified with RBI		
Name of Bank		Bank-Branch	CORPORATION BANK				
Name of Branch		Scroll No. , Date	Not Verified with Scroll				

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : Not Available  
सदर चलन केवल मुख्य निबंधक कार्यालयात नोंदणी करवयाच्या दस्तांसाठी लागू आहे. नोंदणी न करवयाच्या दस्तांसाठी सदर चलन लागू नाही.

बरेल-४	
903EB	31-07
२०४७	
०४०५	
Print Date 26-07-2017 05:56:37	

THIS PERMANENT ALTERNATE ACCOMMODATION AGREEMENT ("Agreement") is made, entered and executed into at, Mumbai on this 27<sup>th</sup> day of July 2017;

BETWEEN

M/s. H. RISHABRAJ PROJECTS, a partnership firm incorporated under the provisions of the Indian Partnership Act, 1932 having income tax PAN: AAIFH3675G, and having its registered office at B/208, Savitri Cooperative Housing Society Limited, M. G. Road, Kandivali (West), Mumbai-400067 and its correspondence office at 101, Raj Bhavan, Daulat Nagar, Road No. 1, Borivali (East), Mumbai - 400 066, through its Partners Mr. Harish Jain and Mr. Hozefa Soni (hereinafter referred to as the "Developer"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its present and future partners, successors and permitted assigns;

AND

HIRA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the provisions of Maharashtra Co-operative Housing Society Act, 1960 having registration no. BOM/HSG/3788 of 1972 having income tax PAN: AAAAH2123G and having its registered office at Shivaji Chowk, Off Daftary Road, Malad (East), Mumbai 400 097, through their Office Bearers namely: (1) Mrs. Shalini Patankar, Chairman (2) Mrs. Neelofar Akhtar, Secretary and (3) Mr. Sandeep Saraf, Treasurer, or (4) Mr. Amirali Ladha Khoja vide resolution dated February 15, 2015 (hereinafter referred to as the "Society"), which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns;

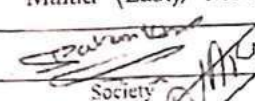
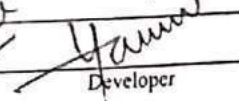
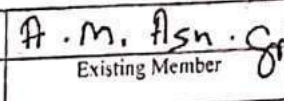
AND

1) MRS. ARATI M. ASH, 2) MR. HITENDRA M. ASH & 3) MR. MAHENDRA M. ASH (Legal heirs of Late MR. Mahendra Santosh Ash) an adult Indian citizen of Mumbai, a member/nominees and shareholder of the Society and at present residing at flat no. A-20, on Fourth floor of the building know as "Hira Kutir" situated at CTS No. 370 (A & D) (old Survey Nos. 303 (part) Hissa No.1/2, Hissa No. 2 and Hissa No. 4), Plot Nos. "C" and "D", off Daftary Road, Shivaji Chowk, Malad (East), Mumbai 400 097 (hereinafter referred to as the "Existing Member"), having income tax PAN: \_\_\_\_\_, which expression shall unless the context otherwise mean and include his/her heirs, executors administrators nominees and assigns.

The Developer, the Society and the Existing Member may, hereinafter, be jointly referred to as the "Parties" and severally as the "Party".

**WHEREAS:**

- A. The Society is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land or ground admeasuring approximately 2,076.69 square meters, 328.75 sq.mts Layout Proportionate R.G. and 357.17 square meters proportionate road set back area for the purpose of F.S.I. or thereabouts forming part of larger piece of land bearing CTS No. 370 (A & D) (old Survey Nos. 303 (part) Hissa No. 2 and Hissa No. 4) and bearing Plot Nos. "C" and "D" situate lying and being at Malad, off Daftary Road, Shivaji Chowk, Malad (East), Mumbai 400 097 ("Said Land") and the building(s)/structure(s)

 Society	 Developer	 A. M. Ash. Soni Existing Member
------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------



standing thereon known as 'Hira Kutir' having ground plus 4 (Four) upper floors having 50 (Fifty) residential flats (hereinafter referred to as the "Old Building") in the Registration Sub-district and District Bombay City and Bombay Suburban, now Greater Bombay. The Land and the Old Building may, hereinafter, be collectively referred to as the "Property".

B. The Society has executed (i) a development agreement dated 1<sup>st</sup> July, 2015 registered in the office of Sub-Registrar of Assurances at Borivali - 7 under serial no. BRL-7- 6240 of 2015 ("Development Agreement") and (ii) a power of attorney dated 1<sup>st</sup> July, 2015 registered with the office of sub registrar 1<sup>st</sup> July, 2015 under serial no. BRL-7- 6241/2015 ("POA"), with the Developer whereby the Society granted the development rights in respect of the Property in favour of the Developer at or for the consideration and upon the terms and conditions recorded therein and the Developer is entitled to develop the Property by demolishing the Old Building of the Society and constructing thereon new building ("New Building") in place of Old Building and provide new flats (with an area as agreed in the Development Agreement) and other benefits/payments to the Members, as agreed in the Development Agreement.

C. Due to modifications in certain terms and conditions of the Development Agreement and to suitably address the concerns of the Society, the Society and the Developer, mutually agreed to carry out certain changes in the terms and conditions of the Development Agreement executed by and between them. Accordingly, by and under a resolution passed in the Special General Body Meeting dated 28.08.2016 ("RESOLUTION") duly signed and certified by the Society, the Society accepted and approved the modifications/variations proposed by the Developer to the terms and conditions of the Development Agreement executed between the Society and the Developer. A copy of the Resolution dated 28.08.2016 is attached herewith and marked as Annexure "I";



D. The Existing Member is holding 5 (Five) shares of the Society bearing distinctive numbers 216 to 220 (both inclusive) evidenced by a share certificate no. 44 issued by the Society and was in occupation/possession of a flat no. A-20 admeasuring 443 square feet (carpet area) on Fourth Floor of the Old Building ("Existing Flat"). Copy of share certificate is annexed and marked as Annexure "H".

E. That the said Mr. Mahendra Santosh Ash died intestate on 15.09.2009 leaving behind him the following heirs and legal representatives in accordance with the Hindu Succession Act under which he was governed at the time of his death:

Name	Relation with the deceased
1) Mrs. Arati M. Ash	Wife
2) Mr. Hifendra M. Ash	Son
3) Mr. Soumendra M. Ash	Son

F. As recorded in the Resolution, the Developer has agreed to provide, *inter alia*, a new flat admeasuring 598 square feet carpet area [i.e. 35% (Thirty Five Percent) additional carpet area at free of cost, over and above the existing carpet area of the Existing Flat (hereinafter referred to as "Free of Cost Additional Carpet Area")] provided however that in case, the neighboring societies provide their NOC and availability and utilization of FSI by the Developer for the proportionate RG area, the developer shall

Developers	Society	Existing Member

provide 40% free of cost additional carpet area as originally agreed in clause 4.1 of the Development Agreement instead of 35% free of cost additional carpet area as agreed under the Resolution. If such NOC and FSI for the RG area is available after the construction of the plinth of the new building, the additional 5% free of cost Additional Carpet arc will be compensated in monetary terms as agreed under the Resolution.

G. The Developer has now obtained an intimation of disapproval dated 12<sup>th</sup> May, 2016 ("IOD") and procured approved plans in respect of the New Building. A copy of the IOD has been attached hereto as Annexure "A".

H. That as per mutual understanding and as per request of the member herein as against area 443 Sq. ft. the developers agreed to provide to the member herein alternate premises in ownership basis, thus the member's new flat in said flat in the said existing building shall have an aggregate carpet area of 598 Sq. Ft. Carpet including Existing Area 443 Sq. ft. & additional free area of 155 sq. ft. carpet area. That as per mutual Understanding and as per request of the member to adjust the Additional free area of this flat admeasuring 155 sq. ft. area out of which 28 Sq. ft. carpet area is to be adjusted/Provided in the Flat No. A- 1603 admeasuring 404 Carpet area Sq. Ft. at A Wing On 16<sup>th</sup> Floor and also mutually agreed between the parties hereto that the Developer would provide Two Flats and make two separate agreements for the said premises and shall provide two flats viz. flat No.1402 admeasuring 570 Sq. Ft. Carpet area at "A" Wing on 14<sup>th</sup> Floor, and Flat No.1603 admeasuring 404 Sq. ft. Carpet Area at "A" Wing on 16<sup>th</sup> Floor of the new building known as 'Hiranagar' SHSL ( hereinafter referred to as the "Said New Flat") and this agreement made for Flat No. A- 1402 admeasuring 570 Sq. ft. Carpet Area at "A" Wing on 14<sup>th</sup> Floor and Flat No. 1603 described in the Schedule hereunder written.

I. Based on IOD, the Existing Member has been allotted a new self contained residential flat, on ownership basis, no. A-1402 (admeasuring 570 square feet carpet area) in lieu of the Existing Flat, on the Fourteenth floor of the New Building (New Flat) to be developed on the Said Land it is hereby clarified that in case the existing societies provide their NOC and availability and utilization of FSI by the Developer for the proportionate RG area, the developer shall provide 40% of free of cost additional carpet area, as originally agreed in clause 4.1 of the Development Agreement instead of 35% free of cost additional carpet area as agreed under the Resolution. If such NOC and FSI for the RG area is available after construction of the plinth of the new building, the additional 5% free of cost additional carpet area will be compensated in monetary terms as agreed under the Resolution. The new flat is described in Third Schedule hereunder written.

J. The Existing Member has been allotted a new self contained residential flat on ownership basis, No. A-1603 admeasuring 404 square feet carpet area, which is the free of cost entitled area, in lieu of the Existing Flat, on 16<sup>th</sup> Floor and floor of A - Wing in the New Building and accordingly the Developer, the Existing Member and the Society has executed and registered Agreement for Providing Permanent Alternate Accommodation, for the free of cost entitled area, dated 27/07/17 registered with Sub-Registrar of Assurances, Mumbai under Sr. No. BA/4/10365/17 for area admeasuring [404] sq. ft. as per terms and conditions mentioned therein and Development Agreement dated July 1<sup>st</sup>, 2015 (hereinafter referred to as "PAA Agreement").



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<i>Signature</i>	<i>Signature</i>	A. M. Ash.
Developers	Society Dev.	Existing Member

K. The Developer has also obtained a title certificate in respect of the Said Land and the building to be constructed on the Said Land, which is attached hereto as Annexure "B".

L. In the circumstances, the Parties hereto are entering into this Agreement for the purpose of recording the terms and conditions agreed upon between themselves including, *inter alia*, to record the obligation of the Developer to hand over the New Flat to the Existing Member in the New Building to be constructed by the Developer on the Said Land and provide other benefits/entitlements/payments, as per the terms and conditions of the Development Agreement.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. RECITALS

1.1 The Developer and the Society hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing Recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct, the Developer, the Society and the Existing Member, as the case may be, have agreed to execute this Agreement.

It is clarified that the meaning assigned to the Occupation Certificate ("OC") mentioned herein at the relevant places is deemed to mean the full Occupation Certificate only.



PERMANENT ALTERNATE ACCOMMODATION AND OTHER COMPENSATION

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As per the terms and conditions of the Development Agreement, in consideration of the development rights granted by the Society in respect of the Property:

2.1 Permanent Alternate Accommodation:

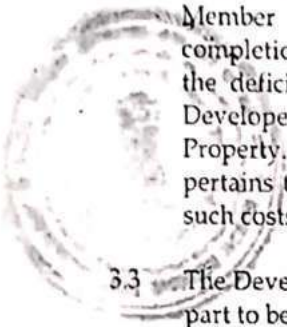
The Developer hereby provides, on the ownership basis and free of all encumbrances, the New Flat to the Existing Member, free of all costs and charges, as a permanent alternate accommodation in lieu of the Existing Flat of the Existing Member. The floor plan of the New Flat (with the New Flat marked in the hash line is attached herewith as Annexure "G" hereto). It is hereby clarified that in case the neighboring societies provide their NOC and availability and utilization of FSI by the Developer for the proportionate RG area, the Developer shall provide 40% of free of cost additional carpet area, as originally agreed in the clause 4.1 of the

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<i>[Signature]</i>	<i>[Signature]</i>	A.M. Ash
Developers	Society	Existing Member



MCGM by way of scrutiny fees and other fees, all deposits (whether refundable or otherwise), premiums of any nature, and all other expenses for getting the plans approved, sanctioning of FSI/Fungible FSI, purchasing of TDR and sanctioned from the MCGM and other concerned authorities, bills of the suppliers of building materials, charges for water and electricity consumed in construction of the New Building, additional sewerage charges levied during the construction period etc., and the Existing Member will not be liable to contribute/pay for the same. It is clarified that from the date of the handing over of the premises by the Existing Member and till the expiry of 15 (Fifteen) days from the Society confirming completion of the New Building to their satisfaction or the Developer rectifying the deficiency within the aforesaid stipulated time, it is the obligation of the Developer to pay all taxes outgoings, bills, charges, levies demands made on the Property. In case a bill is received after the date receipt of OC but the amount pertains to a cost during construction stage, the Developer shall be liable to pay such costs as long as the payment is of stage prior to receipt of OC.



3.3 The Developer undertakes to carry out the above and all other obligations on their part to be carried out as mentioned in this Agreement solely at their own costs and consequences.

3.4 The Developer shall not transfer, encumber or assign the New Flat or any other benefits under this Agreement to any third party, either directly or indirectly.

3.5 The Developer shall undertake the said redevelopment, demolish the Old Building and construct the New Building strictly in compliance and accordance with the sanctioned plans and the IOB & CC issued by the MCGM; the DC Rules (as amended from time to time); the provisions of the Maharashtra Regional Town Planning Act and the rules made there under; and any other applicable statutory provisions and the law governing redevelopment and construction work relating to the Said Property.



The Developer agrees that no person including the contractors, suppliers, agents, employee, financiers, purchasers of saleable flats, architects or any other nominees of the Developer will have any lien, charge or claim on the construction material on the New Flat standing or coming up thereon while construction is in progress or otherwise howsoever.

3.7 The Developer shall ensure that the Existing Member is not held liable in any manner whatsoever for breach or non-observance of any rules, regulations or statutes governing the construction activity including all laws relating to the employment of labour and their welfare, direct tax laws, etc.; and shall indemnify and keep indemnified and saved harmless the Existing Member against the same and all costs, charges and expenses in respect thereof.

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3.8 The Developer declares that it has full power and absolute authority to enter into this Agreement and there is nothing on record of the Developer to show otherwise and that there is no known legal impediment or restriction on the powers and authorities of the Developer from entering into this Agreement. The Developer has taken all necessary corporate and statutory approvals for entering into this Agreement and consummating the transaction contemplated thereby.

3.9 The Developer hereby agrees and undertakes to abide by all its obligations as

Developers	Society	Existing Member

contained in the Development Agreement including the timelines for construction and completion in fact and in law of the New Building.

**4. DECLARATIONS AND OBLIGATIONS OF THE EXISTING MEMBERS**

The Existing Member hereby declares, agrees, records and undertakes that:

4.1 The Existing Member is seized and possessed of and is otherwise well and sufficiently entitled to the Existing Flat, more particularly described in the Schedule.

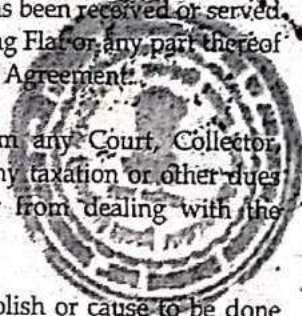
4.2 The Existing Member has not entered into any agreement, oral or written, with regard to the sale of the Existing Flat and/or any part thereof and/or assignment of their rights in the Existing Flat and/or any part thereof and the Existing Flat is free from all mortgage, charges or encumbrances.

4.3 There are no proceedings instituted by or against the Existing Member in respect of the Existing Flat and pending in any Court or before any authority and the Existing Flat is not subject to lis pendens.

4.4 No notice from any Government, Municipal Corporation or any other public body or authority or any notice under any law including the Land Acquisition Act, the Town Planning Act, the Municipal Corporation Act, the Urban Land Ceiling Act or any other statute has been received or served upon the Existing Member in respect of the Existing Flat or any part thereof which restricts or may restrict the execution of this Agreement.

4.5 There is no injunction or any other order from any Court, Collector, Revenue Authority, Municipal Corporation for any taxation or other dues disentitling or restraining the Existing Member from dealing with the Existing Flat or entering into this Agreement.

4.6 The Existing Member shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature in the New Flat or any part thereof without obtaining prior written permission of the Society. The Member shall keep the New Flat, columns, beams, RCC structure, external façade, Walls, partitions, walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions and in particular the New Building to be constructed on the Land other than his/her/their New Flat. The Developer shall not permit any alterations in the outside elevations and/or the outside color scheme of the premises allotted to the Existing Member.



premises allotted to		
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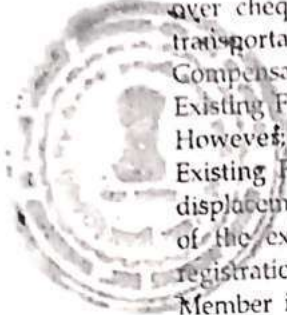
**5. VACATION OF EXISTING FLAT**

After the Developer obtaining the IOD from MCGM and producing duly stamped and signed TDR purchase agreement, which will show purchase of the entire TDR required for the project in favor of the Society and also receipts for payments made for all other premiums payable to MCGM, the Developer shall issue a

<i>Signature</i>	<i>Handwritten Name</i>	A. M. Ash.
Developers	Society	Existing Member

*Handwritten signature*

written intimation ("Notice to Vacate") to the Society about receipt of the IOD along with duly approved plans and all applicable approvals issued by the concerned authority for construction of the New Building/s on the Said Land. Along with the Notice to Vacate, the Developer will pay 1st month's displacement compensation, Hardship Compensation in terms of Clause 2 above and handing over cheques to the Society towards 11 months' displacement compensation, transportation cost, additional monthly displacement compensation Hardship Compensation in terms of Clause 2 above. The Existing Member shall vacate the Existing Flat within Ten (10) days from date of the execution of this agreement. However, the Developer will be granted access by the Society to the vacated Existing Flat for the purpose of redevelopment on (i) payment of the monthly displacement compensation for next 12 (Twelve) months by the Developer to each of the existing members in terms of Clause 2 above or (ii) execution and registration of this Agreement for the New Flat to be provided to the Existing Member in the New Building in lieu of the Existing Flat in the Old Building, whichever is later ("Vacation Date"). If any of the above conditions are not satisfied within 30 (Thirty) days of the last existing member vacating his/her flat, (and without wilful default of the existing member) the Society will be entitled to permit all existing members to reoccupy their respective flats till all conditions are fully satisfied by the Developer. Further, the Developer shall not request for vacation of the Existing Flat in any way whatsoever till IOD along with approved plans and producing duly stamped and signed TDR purchase agreement, which will show purchase of the entire TDR required for the project in favor of the Society and also receipts for payments made for all other premiums payable to MCGM as per the D. C. Regulations is obtained and produced to the Society subject to force majeure.



**APPROVALS AND CONSTRUCTIONS MILESTONES**

The Developer hereby agree and undertake that:

6.1 Within 6 (Six) months of all the Society having handed over keys of the vacated Building to the Developer, the Developers shall start demolishing the buildings and obtain the CC for the New Building.

6.2 Within 24 (Twenty Four) months from the date of the CC and a grace period, if required, maximum of 6 (Six) months ("Maximum Completion Period"), the Developer shall complete construction of the New Building, with all the agreed amenities, and procure a completion/occupation certificate thereof from the MCGM. On completion of the New Building, the Developer shall issue a notice thereof to the Society and Existing Member along with a 30(Thirty) day notice to all the members to take possession of their new flats.

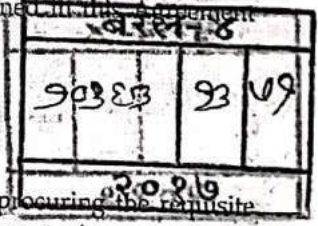
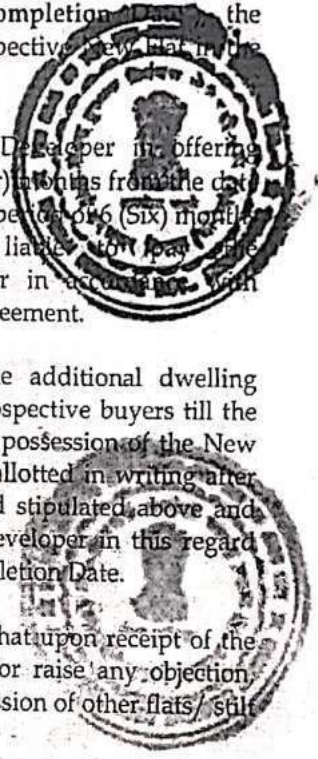
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As soon as the Developer procures the OC from the MCGM, the Developer shall, within 7 (seven) days send a notice to the Society about receipt of the OC. The Society and its appointed professional within 30 (thirty) days will have a right to inspect the completed New Building Amenities and verify the adherence to this Agreement and building construction norms/laws. If the Society or its appointed professional fail to visit for verification within the stipulated time period as mentioned above then, the it shall be deemed

<i>[Signature]</i> Developers	<i>[Signature]</i> Society	<i>[Signature]</i> A, M, A S H Existing Member
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that the Society is satisfied. Upon completion of the inspection, the Society will issue a confirmation that the New Building is/are completed as per the provisions of the Development Agreement and/or this Agreement and building construction norms/laws. If any deficiency is found by the Society after the last inspection, the same shall be intimated to the Developer, which shall be immediately (but in any case, not later than 30 (Thirty) days) rectified by the Developer.

- 6.4 Within 15 (fifteen) days from the Society confirming completion of the New Building to their satisfaction or the Developer rectifying the Deficiency within the aforesaid stipulated time ("Final Completion Date"), the Existing Member shall take possession of their respective New Flat in the New Building.
- 6.5 Accordingly, in case there is a delay by the Developer in offering possession of the New Flat beyond 24 (Twenty Four) months from the date of CC, the Developer shall have the aforesaid grace period of 6 (Six) months thereafter, but it shall continue to be liable to pay the compensation/payments to the Existing Member in accordance with clauses in this Agreement and the Development Agreement.
- 6.6 The Developer shall not offer possession of the additional dwelling unit/flats/stilt available to them for the sale to prospective buyers till the Existing Members/members of Society are offered possession of the New Flat as the permanent alternate flats agreed to be allotted in writing after completion of the New Building within the period stipulated above and further the duty and restrictions placed on the Developer in this regard will, however, be fully satisfied after the Final Completion Date.
- 6.7 The Existing Member agrees and also undertakes that upon receipt of the said intimation the member will not do any act or raise any objection which may hinder the Developer from giving possession of other flats/ stilt to the prospective purchasers.
- 6.8 The Developer hereby agree and undertake to comply with all that obligations towards the Existing Member as contained in this Agreement and the Development Agreement.



**7. CONSEQUENCES OF DEFAULT**

In case of any default in completing the construction or procuring the requisite approvals by the Developer as set out in Development Agreement, the consequence set out in the Development Agreement including Clause No. 25 therein will follow. In case of (i) termination of the Development Agreement and/or (ii) the Society exercising the step-in right and/or (iii) appointment of another developer, in terms of Clause No. 25 of Development Agreement, this Agreement shall stand assigned to the Society or the new developer, as the case may be.

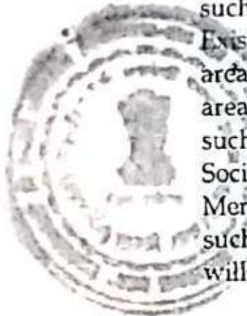
<i>Yashwanth</i>	<i>[Signature]</i>	<i>A. M. Ash.</i>
Developers	Society	Existing Member

*[Handwritten signatures]*



8. VARIATION IN AREA OR DEFICIENCY

The Developer shall ensure that the carpet area of the New Flat to be constructed on the Said Land shall be provided exactly as agreed herein and there shall not be any variation above 3% (Three percent) therein or deficiency in the Amenities as agreed herein. Within 15 (Fifteen) days from the Developer notifying the Society to take possession of the Members Area, the Society along with the Existing Member shall be entitled to physically measure the New Flat. If any variation above 1% (One percent) in the area or deficiency in the Amenities is found, the Society shall forthwith notify the Developer with a certificate from the PMC/an Architect and in such an eventuality, the Developer shall be liable to compensate and pay to the Existing Member, in whose New Flat, (i) there may be variation above 1% in the area, the prevailing market the agreed rate on every square feet, on the differential area or (ii) there is deficiency in the Amenities, the amount equivalent to cost of such Amenities as may be valued by the Architect. Any delay or default by the Society in giving notice shall not be construed as waiver of any of the Existing Member right set out herein. It is, however, clarified here that in no circumstances, such variation in the area of the New Flat, to be allotted to the Existing Member, will be more than 3% (Three percent).



9. DEFECT LIABILITY

The Developer shall be liable to rectify/repair any defects/deficiencies in the New Flat that will be pointed out by the Society and/or the Existing Member for a period prescribed under the MOFA, after obtaining the OC for the New Building. However, the defect liability period for the leakages and the water proofing works will be for 10 (Ten) years from the date of the OC, provided however that, the defect liability period for the external paint will be for 7 (Seven) years from the date of the OC ("Defect Liability Period"). If such defect/deficiency has occurred on account of any additions/alterations made by the Existing Member in his/her New Flat, the Developer shall not be liable to carry out repairs thereto. The Developer alone shall be responsible for attending to any structural or any other defects in the construction is found during the Defect Liability Period and shall also attend to all the water proofing defects in the construction as may be pointed out by the concerned Existing Member or the Society and it will indemnify and keep indemnified the Society/Existing Member in respect thereof any claim made, subject to any additions/alterations made by the all members due to which the all members flat is affected.



10. INDEMNITY  
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The Developer hereby indemnifies and keeps indemnified and saved harmless the Existing Member against any breach in compliance with the terms and conditions of this Agreement and/or the sanctioned plans and the IOD, CC and OC issued by the MCGM; the DC Rules & regulations; the provisions of the Maharashtra Regional Town Planning Act and the Rules made there under; the labour law and the Municipal law and the law governing Direct & Indirect Tax liability of the Developer and against all lawful claims, demand, legal action, suit, complaint, prosecution, or other legal proceedings in respect thereof, or arising there from, or connected therewith or in any way incidental thereto and for all costs, charges and expenses in respect thereof or pertaining thereto, to the extent of the loss that may

<i>[Signature]</i> Developers	<i>[Signature]</i> Society	<i>[Signature]</i> M. Ash Existing Member
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be suffered by the Existing Member. The indemnity herein contained shall be immediately effective and shall continue to remain valid and effective for a period of 3 (Three) year from the date of obtaining the full and final OC issued by the MCGM.

**11. NOTICE AND COMMUNICATION**

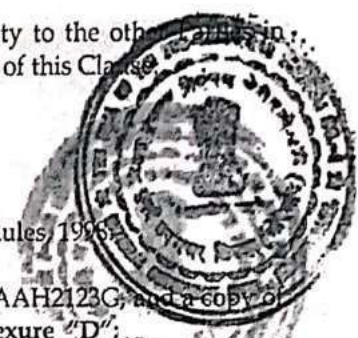
All notices and other communications to be given under this Agreement shall be in writing and delivered (i) by hand against a written acknowledgement of receipt, or (ii) by Registered Post A. D., and addressed to the Parties as set out in the title clause.

Any change in the address will be notified by any Party to the other in writing, which will then become address for the purpose of this Clause.

**12. PAN CARD**

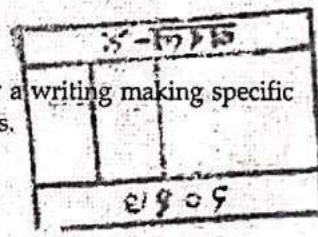
As required by the Income-tax (Sixteenth Amendment) Rules, 1962

- a. The Society's Permanent Account Number is AAAAH2123G, and a copy of its PAN Card is annexed hereto and marked Annexure "D";
- b. The Developers' Permanent Account Number is AAHIFH3675G, and a copy of its PAN Card is annexed hereto and marked Annexure "E".
- c. The Existing Member Permanent Account Number is \_\_\_\_\_ and \_\_\_\_\_ respectively, and a copy of its PAN Card is annexed hereto and marked Annexure "F".



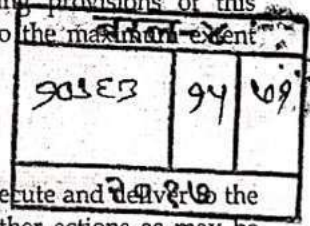
**13. MODIFICATION**

This Agreement may be modified or amended only by a writing making specific reference to this Agreement duly executed by the Parties.



**14. INVALIDITY AND SEVERABILITY**

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the enforceability or validity of the remaining provisions of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.



**15. FURTHER ASSURANCES**

Each of the Parties shall co-operate with the others and execute and deliver the other such instruments and documents and take such other actions as may be reasonably requested, from time to time, in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

<i>Hann</i> Developers	<i>Sankar</i> Society	<i>A.M. Ash.</i> Existing Member
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*Simon*

16. COUNTERPARTS ORIGINALS

This Agreement may be executed in \_\_\_ (\_\_\_) or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

17. SPECIFIC PERFORMANCE

Either Party will be entitled to seek specific performance of this Agreement against the other Party.

18. It is mutually agreed that the possession of the said new flat shall be given to the legal heirs as mentioned herein above.



**SCHEDULE OF THE PROPERTY ABOVE REFERRED TO IN THE FIRST SCHEDULE**

ALL THAT piece or parcel of land or ground containing by admeasurements 207.9 sq. meters and 353.20 sq. meters proportionate road area for the purpose of F.S.I. or thereabouts forming part of larger piece of land bearing CTS No. 370 (A & D) (old Survey Nos. 303 (part) Hissa No.1/2, Hissa No. 2 and Hissa No. 4) and bearing Plot Nos. "C" and "D" situate lying and being at Malad, at Daftary Road, off. Shivaji Chowk, Malad (East), Mumbai 400 097 and in the Registration Sub-District and District Bombay City and Bombay Suburban now Greater Bombay together with structure standing thereon and bounded as follows:

- On or towards the East : By proposed 44 ft. D.P. Road
- On or towards the West : By Survey No. 310 and Road
- On or towards the North : By Survey No. 311
- On or towards the South : By Plot No. "A" and partly by Recreation ground

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**SECOND SCHEDULE**

**DETAILS OF EXISTING FLAT OF EXISTING MEMBER:**

Flat No. A-20 on Fourth Floor, admeasuring total 443 Square Feet Carpet Area in the Building known as Hira Kutir Co-Op Housing Society Ltd., situated at Daftary Road, off. Shivaji Chowk, Malad (East), Mumbai 400 097.


**THIRD SCHEDULE**

**DETAILS OF NEW FLAT TO BE ALLOTTED TO THE EXISTING MEMBER:**

Flat No. A- 1402 on Fourteenth Floor, at Wing "A" admeasuring in total 570 square feet carpet area in the New Building known as Hira Kutir Co-Op Housing Society Ltd., situated at Daftary Road, Off. Shivaji Chowk, Malad (East), Mumbai 400 097.

<i>[Signature]</i> Developers	<i>[Signature]</i> Society	<i>[Signature]</i> A. M. Ash Existing Member
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List of Annexures

- Annexure A: Copy of Intimation of Disapproval
- Annexure B: Copy of Title Certificate
- Annexure C: List of Amenities
- Annexure D: Copy of Society Pan Card
- Annexure E: Copy of Developer Pan Card
- Annexure F: Copy of Member Pan Card & Aadhar Card
- Annexure G: Floor Plan of New Flat marked in hash line.
- Annexure H: Copy of Share Certificate
- Annexure I: Copy of Resolution dated 28.08.2016

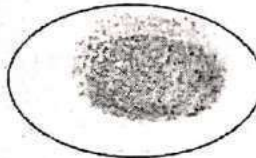


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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hand and seal the day and year first hereinabove written:

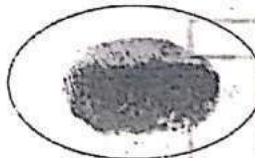
COMMON SEAL the withinnamed "THE SOCIETY" HIRA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED, has been hereunto affixed pursuant to the resolution passed by the Members of the Societies at its Special general Body meetings held on \_\_\_\_\_ by the hands of

(1) Shalini P. Pabankar  
Chairman,



Shalini P. Pabankar

(2) A.M. Ash.  
Secretary,



A.M. Ash.

<u>Handu</u> Developers	<u>A.M. Ash.</u> Society	<u>A.M. Ash.</u> Existing Member
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Handu A.M. Ash.

(A) \_\_\_\_\_ Treasurer



S. Sanyal

Who have signed these presents in the presence of

1)

2)



[Blank signature box]

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SIGNED, SEALED AND DELIVERED  
By the within named DEVELOPER  
M/s. H. RISHABRAJ PROJECTS  
Through its Partners;

Mr. Harish Jain

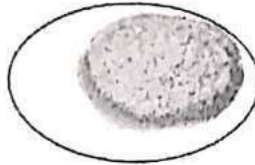


Harish Jain

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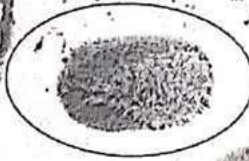
Developer	Society	Existing Member

SIGNED, SEALED AND DELIVERED  
By the within named THE EXISTING  
MEMBER



1) MRS. ARATI M. ASH

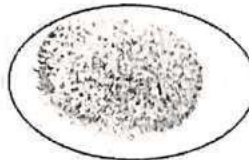
Arati M. Ash.



2) MR. HITENDRA M. ASH

*[Signature]*

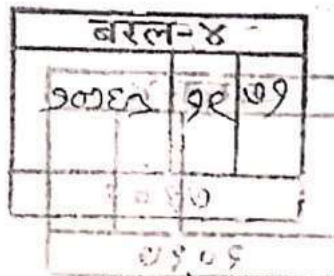
AND



3) MR. SOUMENDRA M. ASH

Soumendra Ash

In the presence of .....

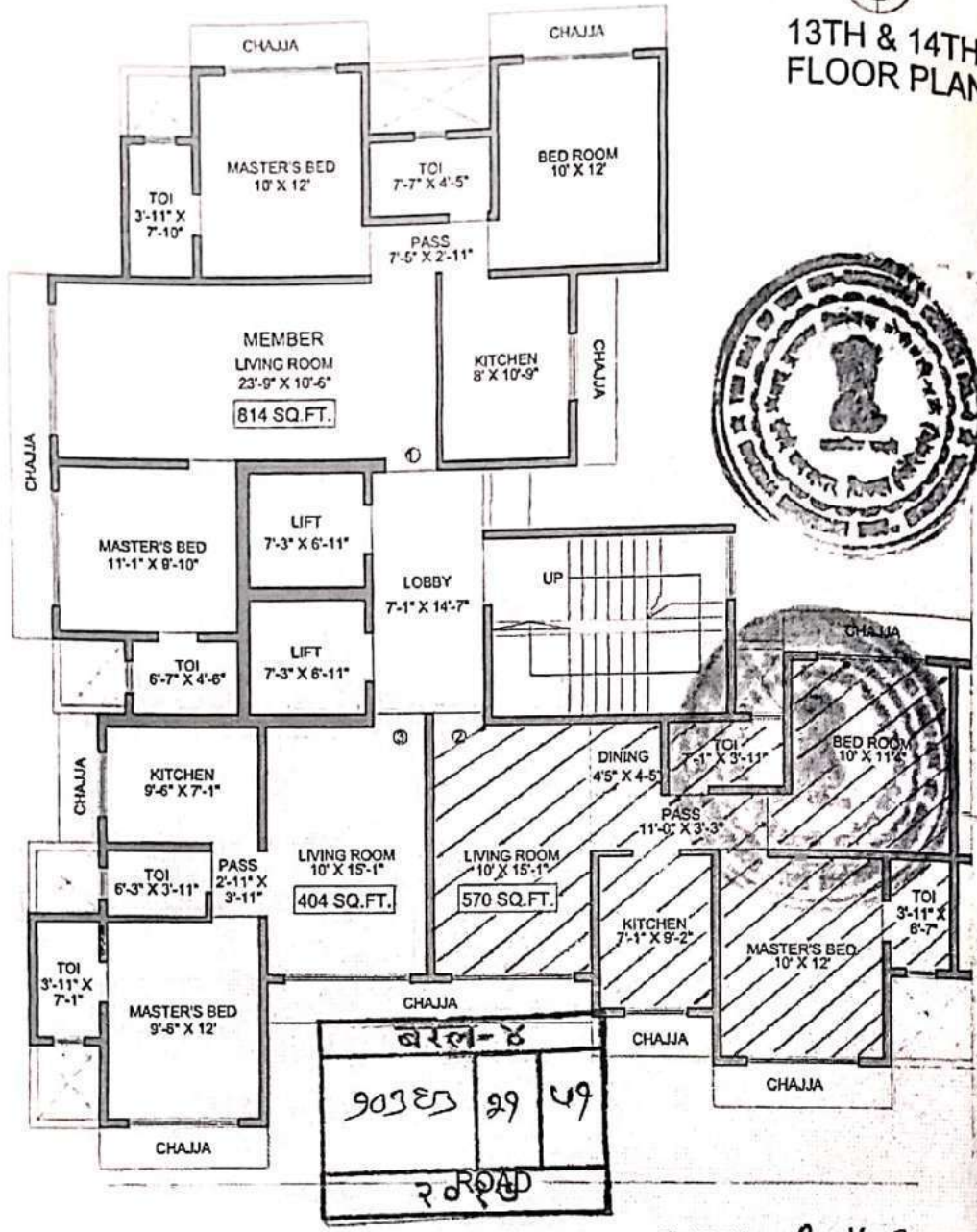


<i>[Signature]</i>	<i>[Signature]</i>	A. M. Ash.
Developers	Society	Existing Member

# WING - A

ANNEXURE

13TH & 14TH FLOOR PLAN



ADJOINING WING - B

बरल-४  
 903 83 29 49  
 २०२७

FLAT NO: A-1402

VENDOR: \_\_\_\_\_

FLOOR: Fourteenth (14th)

PURCHASER: Arati M. Ashi  
Sumendra Ashi

CARPET AREA: 570 sq. ft.

PROPOSED REDEVELOPMENT ON PLOT BEARING C.T.S. No. 370A+D OF

VILLAGE MALAD (EAST) AT DAFTARY ROAD,  
 MALAD (EAST), MUMBAI - 400 097.

९०४

ANNEXURE - 2

Share Certificate details of members

Flat No.	Name of the member	Joint Name	No. of Shares	Share Certificate No.	Distinctive Nos.		Associate Member
					From	To	
Ground Floor							
A-1	Mrs. Shalini P. Patankar	Mr. Mukund P Patankar	5	7	31	33	
2	Mr. Hemant C. Doshi		5	54	241	245	
3	Mr. Parag J Prapant		5	29	141	145	
4	Dr. Pashomala Vasudev Saraf		5	11	51	55	
First Floor							
5	Mr. Ranpal D. Sirohi		5	31	151	155	
6	Mrs. Panna G Dhotad		5	51	1	5	
7	Mr. Karanraj Nirontan Mishra		5	11	61	65	Hemant Navinchandra Mishra
8	Mr. Navinchandra N. Misry		5	9	41	45	
Second Floor							
9	Mr. Kallab K. Sankharsan		5	57	231	235	
10	Mr. Anirani L. Khosa		5	48	236	240	
11	Mrs. Valden Jagann Prapant		5	19	91	95	
12	Mrs. Jayshree A. Atodi	Mr. Ajitsh C Modi	5	5	21	25	
Third Floor							
13	Mr. Nisha G. Goyal	Mr. Gajendra A. Goyal	5	46	226	230	
14	Mr. Dinesh H. Dekhrawala	Mrs. Usha B. Dekhrawala	5	52	101	105	
15	Mr. Shailesh Sunayya Karkera		5	14	66	70	
16	MRS.T.KARKERA		5	6	26	30	
Fourth Floor							
17	Mr. Laxmanil B. Jain	Mr. Ganeshlal B. Jain	5	17	81	85	
18	Mrs. Jyoti Ganesh Ahe		5	18	86	90	
19	Mrs. Anvi M. Ash		5	4	16	20	
20	Mr. Mohender Kumar Ash		5	44	216	220	
Ground Floor							
B-1	Dr. Sundarp Vasudev Saraf		5	30	146	150	
2	Mrs. Pramila V. Nagvekar		5	38	186	190	
First Floor							
3	Mr. Daman Keshav Supple		5	42	206	210	
4	Mrs. Rajiben Chelabhai Patel		5	56	171	175	
Second Floor							
5	Mr. Mukesh G. Kotak	Mrs. Anju M Kotak	5	23	111	115	
6	Mrs. Sushila S. Saboo		5	3	11	15	
Third Floor							
7	Mr. Anil N. Rajpant	Mrs. Nayana A Rajpant	5	8	36	40	
8	Mr. Arvind N. Rajpant	Mrs. Varsha A. Rajpant	5	24	116	120	
Fourth Floor							
9	Mr. Uday K. Bhandekar	Mr. Kashinath R. Bhandekar	5	43	211	215	
10	Mrs. Neelam S. Akhtar		5	32	156	160	
Ground Floor							
C-1	Mr. Vinod Navinchandra	Mrs. Anuradha V. Shah	5	10	46	50	
2	Mr. Hira Kadir CHIS Lup		5	37	181	185	
3	Mr. Rajesh H. S.		5	55	106	110	
4	Mr. Vastupal N. Bhandekar		5	28	136	140	
First Floor							
5	Mr. Jayant B. Patil	Mrs. Anuradha Bhandekar	5	34	166	170	
6	Mrs. Ramesh P. Patil		5	2	6	10	
7	Mr. Himanshu S. Patil		5	26	126	130	
8	Mr. Dharmendra S. Doshi		5	16	76	80	
Second Floor							
9	Mr. Amarshil S. Patil	Mrs. Jayashree S. Patil	5	40	196	200	
10	Mr. Himanshu D. Patil		5	33	161	165	
11	Mrs. Purnaban P. Patil		5	37	131	135	
12	Mr. Satish Prabhudas Patil	Mr. Prabhudas Jaisinghji Patil	5	25	121	125	
Third Floor							
13	Mr. Suresh Chandra Sonawane	Mrs. Sushila Suresh Sonawane	5	12	56	60	
14	Mr. Suresh Chandra Jaganji HUF		5	20	96	100	
15	Mr. Prabhakar M. Joshi		5	35	176	180	
16	Mrs. Shantaben Sanderji Vyas		5	39	191	195	
Fourth Floor							
17	MRS. MEENAKSI A. MODI	Ajay Chandulal Modi	5	50	2461	250	Pinuben Chandulal Modi
18	MRS. AMOTI N. DAVE	Bhawanrao N DAVE	5	53	2211	2225	
19	MRS. S. N. SHAH		5	15	711	715	
20	MRS. S. C. JOGANI	NA	5	41	2011	2025	

बरल - ७  
 ६२४० ६२ १०१  
 २१५

बरल - ४  
 २०९३ २३ ४१  
 २०१७



ANNEXURE - 9

FLAT NO	BASIC CARPET AREAS (A)	ENTITLEMENT AREA 40% (B)	TOTAL ENTITLEMENT AREA (A + B)
	SQ.FT.	SQ.FT.	SQ.FT.
A-1	443	177	620
A-2	462	185	647
A-3	302	121	423
A-4	603	241	844
A-5	443	177	620
A-6	462	185	647
A-7	462	185	647
A-8	443	177	620
A-9	443	177	620
A-10	462	185	647
A-11	462	185	647
A-12	443	177	620
A-13	443	177	620
A-14	462	185	647
A-15	462	185	647
A-16	443	177	620
A-17	443	177	620
A-18	462	185	647
A-19	462	185	647
A-20	443	177	620
B-1	562	225	787
B-2	562	225	787
B-3	562	225	787
B-4	562	225	787
B-5	562	225	787
B-6	562	225	787
B-7	562	225	787
B-8	562	225	787
B-9	562	225	787
B-10	562	225	787
B-11	562	225	787
B-12	562	225	787
B-13	562	225	787
B-14	562	225	787
B-15	562	225	787
B-16	562	225	787
B-17	562	225	787
B-18	562	225	787
B-19	562	225	787
B-20	562	225	787
B-21	562	225	787
B-22	562	225	787
B-23	562	225	787
B-24	562	225	787
B-25	562	225	787
B-26	562	225	787
B-27	562	225	787
B-28	562	225	787
B-29	562	225	787
B-30	562	225	787
B-31	562	225	787
B-32	562	225	787
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B-36	562	225	787
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B-89	562	225	787
B-90	562	225	787
B-91	562	225	787
B-92	562	225	787
B-93	562	225	787
B-94	562	225	787
B-95	562	225	787
B-96	562	225	787
B-97	562	225	787
B-98	562	225	787
B-99	562	225	787
B-100	562	225	787
C-1	603	241	844
C-2	603	241	844
C-3	302	121	423
C-4	302	121	423
C-5	402	161	563
C-6	462	185	647
C-7	462	185	647
C-8	443	177	620
C-9	443	177	620
C-10	462	185	647
C-11	462	185	647
C-12	443	177	620
C-13	603	241	844
C-14	302	121	423
C-15	402	161	563
C-16	462	185	647
C-17	443	177	620
C-18	462	185	647
C-19	462	185	647
C-20	443	177	620
TOTAL	23720	9488	33208



बरेल-२०६  
२०६३  
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C-13  
C-14  
C-15  
C-16  
C-17  
C-18  
C-19  
C-20



16/07/2015

सूची क्र.2

दुसरा निबंधक : सह दु.नि. बोटीवती  
7

दस्ता क्रमांक : 6240/2015

नोदणी :

Regn:63m

बाबाचे नाव : 1) माताड

(1) विनेखाचा प्रकार विकसनकारनामा  
(2) मोबदला 59566800  
(3) बाजारभाव(माटेपट्ट्याच्या बाबतितपट्टाकार व्याकरणी देतो की पट्टेदार ते नमुद करावे) 39988800  
(4) भू-मापन,पोटहिस्ता व घरक्रमांक (अवस्थान) 1) पानिकेचे नाव:मुंबई मनपा इतर वर्णन :- इतर माहिती: जमिन व बागायत मालकी एत नं 370 ए व डी क्षेत्र 2087.00 चौ. मी. जमि 353.20 चौ. मी. रोड क्षेत्र एत नं 303 पारट विनेख मासाड पूर्व हिया कुटीर को ओप ही सोसा नि दफ्तरी रोड बँक शिवाजी चौक मासाड पूर्व मुंबई( ( C.T.S. Number : 370 ; ) ) इतर क्रमांक :

(5) वेवफळ 1) 2087 चौ.मीटरप्रोट्यराव क्षेत्र : 0 NA

(6) व्याकरणी किंवा जुडी देण्यात अमेल तेव्हा.

(7) दस्तऐवज करून देणा-यागनिहून देवणा-या पत्रकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा बंदेस बयल्याव,प्रतिवादिचे नाव



1): नाव:-हिया कुटीर को ओप ही सोसा नि चे खेजरमन शालिनी पाटकर बव:-75; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: हिया कुटीर को ओप ही सोसा नि, ब्लॉक नं: मासाड पूर्व मुंबई, रोड नं: दफ्तरी रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400097 पॅन नं:-AAAAH2123G

2): नाव:-हिया कुटीर को ओप ही सोसा नि चे सेबेटी नीतोकर बखर बव:-66; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: हिया कुटीर को ओप ही सोसा नि, ब्लॉक नं: मासाड पूर्व मुंबई, रोड नं: दफ्तरी रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400097 पॅन नं:-AAAAH2123G

3): नाव:-हिया कुटीर को ओप ही सोसा नि चे खजिनदार संदीप सराफ बव:-46; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: हिया कुटीर को ओप ही सोसा नि, ब्लॉक नं: मासाड पूर्व मुंबई, रोड नं: दफ्तरी रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400097 पॅन नं:-AAAAH2123G

4): नाव:-हिया कुटीर को ओप ही सोसा नि चे मेम्बर जमीरजनी खोजा बव:-69; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: हिया कुटीर को ओप ही सोसा नि, ब्लॉक नं: मासाड पूर्व मुंबई, रोड नं: दफ्तरी रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400097 पॅन नं:-AAAAH2123G

(8) दस्तऐवज करून देणा-या पत्रकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा बंदेस बयल्याव,प्रतिवादिचे नाव व पत्ता

1): नाव:-शे- एच रीषबराज प्रोबेक्टस चे भागीदार हरीश जैन बव:-38; पत्ता:-प्लॉट नं: डी 208, माळा नं:-, इमारतीचे नाव: सावित्री को ओप ही सोसा नि, ब्लॉक नं: कांदिबनी पश्चिम मुंबई, रोड नं: एम जी रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400067 पॅन नं:-AAJFH3675G

2): नाव:-शे- एच रीषबराज प्रोबेक्टस चे भागीदार होमेश सोनी बव:-26; पत्ता:-प्लॉट नं: डी 208, माळा नं:-, इमारतीचे नाव: सावित्री को ओप ही सोसा नि, ब्लॉक नं: कांदिबनी पश्चिम मुंबई, रोड नं: एम जी रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400067 पॅन नं:-AAJFH3675G

(9) दस्तऐवज करून दिव्याचा दिनांक 01/07/2015

(10) प्रस्त नोदणी देण्याचा दिनांक 01/07/2015

(11) अनुक्रमांक, खंड व पृष्ठ 6240/2015

बर्लन-४		
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Index-2( सूची - २ )

(12)वाजारभावाप्रमाणे मुद्रांक शुल्क 2980000

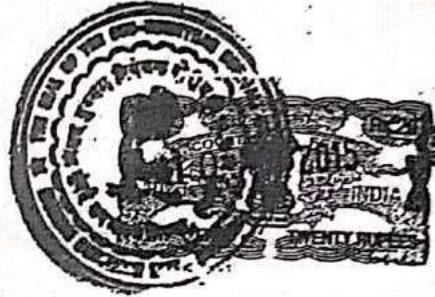
(13)वाजारभावाप्रमाणे चोंदणी शुल्क 30000

(14)मेरा

मुद्रांकलायाची विचारात घेतलेला  
संपत्तीचा-

मुद्रांक शुल्क आकारवार्ता निवडलेला  
संपत्तीचा :-

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



श्री. श्रीमती सागर पद्म  
वांता स्यांने सा.  
ज्या मजिस्ट्रेट नफळ दिती. ११/७/१९  
घडे फॅमॉक  
दिनांक १६/७/१९

बद दुय्यम नि.पत्र घोरिकी व. ७

सरी प्रत

बद दुय्यम नि.पत्र घोरिकी व. ७  
सुद्धे उपनगर किळा

वरत-४		
३३६७	१६	७९
२०१७		







MUNICIPAL CORPORATION OF GREATER MUMBAI

THIS I.O.D./G.C. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND SEILING AND REGULATIONS ACT 1978

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

No. CHEWSIV0820/P/N/337(NEW) 12 MAY 2016

MEMORANDUM

Municipal Corporation of Greater Mumbai



To,  
SHRI HOZEFA N. SONI & SHRI HARISH R. JAIN PARTNER OF H RUSHAB RAJ PROJECTS  
B-208, Savitri CHSL, M.G.Road, Kandivall West Mumbai-400067

With reference to your Notice 337 (New), letter No. 1496 dated, 7/10/2015 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed redevelopment building on plot bearing CTS No. (370) 370 A & D of Village malad at Daltary Road, Malad East Mumbai, CTS NO.(370) 370 A & D furnished to me under your letter, dated 7/10/2015. 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 COMPILED WITH BEFORE STARTING THE WORK.

- 1 That the C.C. under Sec. 44\69 (1) (a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2 That the compound wall will not be constructed on all sides of the plot as per CTS boundary clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27).
- 3 That the low lying plot will not be filled up to a reduced level of at least 27.55 M Town Hall Datum or 0.15 m 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.
- 4 That the Structural Engineer / site supervisor will not be appointed, and supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.
- 5 a) That the structural design as per relevant IS codes including provision of seismic/wind load alongwith or calculations for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
- 6 b) That main beam in R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. Codes. (Included in 6 b)
- 7 c) That all the cantilevers (projections) shall not be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc. (included in 6 c)
- 8 That the sanitary arrangement for workers shall not be carried as per Municipal Specifications and drainage layout will not be submitted before C.C.
- 9 a) That the regular /sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T & C)/E.E.D.P./DILR and additional copy of plan shall not be submitted.
- 0 b) That set back land free of compensation and free of any encumbrance shall not be handed over to and possession receipt shall not be submitted from Assistant commissioner of the ward.
- 1 That the registered undertaking regarding following shall not be submitted before asking for the C.C.
- 2 a) for compliance of all I.O.D. conditions,

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- 13 b) for agreeing to hand over the setback land to MCGM free of compensation, and to hand over the reservations affecting land u/r in lieu of TDR free of any encumbrances. And agreeing not to serve purchase notice.
- 14 c) Mentioning that meter cabin, Silt Portion, podium, society office, servants toilet, part/pocket terrace, fitness center, shall not be misused in future.
- 15 d) agreeing to pay the difference in premium paid and calculated as per revised land rates
- 16 e) Mentioning that the Workers employed on site shall be covered under workmen compensation policy till completion of the work and abiding the clauses / sections of building and other construction workers (regulation of employment and conditions of service Act 1996 and Rules framed therein time to time and being in force.
- 17 f) agreeing to comply the terms and conditions of notification from Govt. of Maharashtra under No. TPB-4308/776CR-127/2008/UD-11 dtd. 10.04.2008 and new Govt. Notification dtd. 24.10.2011 regarding 0.33 FSI and consent of society/occupants for utilization of 0.33 F.S.I on prorata basis
- 18 g) stating that member/prospective buyers shall be made aware about utilization of Fungible F.S.I and clause to that effect will be Incorporated in the flat sale agreement.
- 19 h) Agreeing to comply all the conditions mentioned in the E.E.T & C.N.O.C. as under :-
- 20 i) For the Mechanized Parking system / Car Lift shall be equipped with electric sensor devices and also proper precaution and safety majors shall be taken to avoid any mishap and maintenance of the same shall be done regularly.
- 21 ii) Mentioning that MCGM will not be held liable for the damages occurred due to flooding in parking pit if any.
- 22 iii) Mentioning that the area reserved for parking shall be used / utilized for the purpose of parking
- 23 iv) mentioning that the special attendant will be deployed to control the maneuvering and the movement of cars between entry and exit gates and between entry and exits to the lifts, at the junctions of mechanized parking system.
- 24 i) Mentioning that the clauses will be Incorporated in the sale agreement of prospective buyers/members stating:-
- 25 a. That the holding under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.
- 26 b. That the buyer / member agree for no objection for the neighbourhood development with deficient open space in future
- 27 c. That the buyer / member will not held M.C.G.M. liable for failure of mechanical Parking system / car lift in future.
- 28 d. That the buyer / member will not held M.C.G.M. liable for the proposed inadequate / sub standard sizes of rooms in future and complaints of whatsoever nature will not be made in future.
- 29 e. That there is inadequate maneuvering space of car parkings and buyer / member will not make any complaint to M.C.G.M. in this regard in future.
- 30 j) Mentioning that the standby arrangement of generator / alternative electric power supply requisite capacity shall be made in case of failure of electric supply.
- 31 k) Agreeing that there is no any contiguous holding / piece of land with land under development.
- 32 l) Mentioning that, relevant & applicable clauses / section of Maharashtra ownership flats (Regulations of promotion of ownership, sale, management and Transfer Act 1963, Maharashtra Co-op society Act 1960/ Bombay tenancy agricultural land Act 1948 / Bombay Tenancy Act/ Transfer of property Act 1862/ U.L.C Act / Environmental protection Act 1986 and other relevant act time being in force shall be duly observed.
- 33 m) Undertaking as per note 34 shall not be submitted.
- 34 n) Mentioning that the society office shall be handed over to the proposed / existing society
- 35 o) Mentioning that the additional parking spaces will be surrendered to MCGM free of cost if full FSI including fungible is not utilised by way of submitting amended plans.
- 36 That the Indemnity Bond indemnifying the Corporation and its officers
- 37 a) against damages, risks accidents etc. to the occupiers and an undertaking regarding no nuisance during construction.



*S.D.*  
12/5/16


17 MAY 2016 EXECUTIVE ENGINEER.

THIS I.O.D./C.C. IS ISSUED SUBJECT

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pieces (like a garden mari rose) with copper pipes with perfection each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible by 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 ByeLaw 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.

  
 EXECUTIVE ENGINEER, Building Proposals  
 BUILDING PROPOSAL (W.S.) P-WARD

MAY 2 2016

Name : Girish Bhimrao Nikam  
 Designation : Executive Engineer  
 Organization : Municipal Corporation Of Greater Mumbai

COPY TO LICENSED SURVEYOR/OWNER



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Mkt. 98199 46879



**VIVEK T. TRIPATHI**

(B.L.S. LLB Advocate High Court)

**ADVOCATE & LEGAL CONSULTANT**

14646, Rameshwar Co. Housing Society, Charkop, Sector No. 1, Near Akhla Hotel, Kandivali (W), Mumbai - 400 067.  
Email : law\_vivek@yahoo.com

Date: 11/08/2015

**TITLE CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN.**

**RE:** All that piece or parcel of land or ground together with the building standing thereon and known as **HIRA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED**, situate lying and being at Plot Nos. "C" and "D" situate lying and being at Malad, at Daftary Road, off. Shivaji Chowk, Malad (East), Mumbai 400 097, by admeasurement 2,076.69 sq. meters as per conveyance and 2087 sq. meters as per property card and 353.20 sq. meters proportionate road area for the purpose of F.S.I. or thereabouts forming part of larger piece of land bearing CTS No. 370 (A & D) old Survey Nos. 303 (part) Hissa No. 1/2, Hissa No. 2 and Hissa No. 4 and in the Registration Sub-District and District Bombay City and Bombay Suburban now Greater Bombay together with structure standing thereon and bounded as follows:



On or towards the East : By proposed 44 ft. D.P. Road  
On or towards the West : By Survey No. 310 and Road  
On or towards the North: By Survey No. 311  
On or towards the South: By Plot No. "A" and partly by Recreation ground

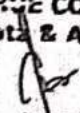


**SHANTILAL SURAJMAL MEHTA & Ors.**

: To :

**HIRA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED**, a society registered under the provisions of Maharashtra Co-operative Housing Society Act, 1960 having registration no. BOM/HSG/3788 of 1972 having income tax PAN AAAAH2123G and having its registered office at Shivaji Chowk, Off Daftary Road, Malad (East), Mumbai 400 097.

**CERTIFIED TRUE COPY**  
**FOR A. S. MEHTA & ASSOC.**

  
Architect

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# VIVEK T. TRIPATHI

(B.L.S. LL.B Advocate High Court)

ADVOCATE & LEGAL CONSULTANT

14846, Rameshwar Co. Housing Society, Charkop, Sector No. 1, Near Akhil Hotel, Kandivali (W), Mumbai - 400 067.  
Email : law\_vivek@yahoo.com

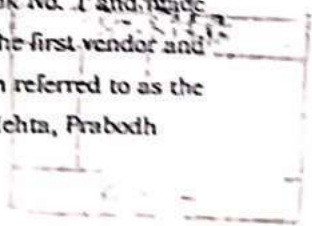
THIS IS TO CERTIFIED THAT by an agreement for sale dated July 28, 1972, registered under serial no. S-82/73 of Book No. 1, Ibrahim Dawood Kazi, Babu Dawood Kazi, Abdul Gaffar Yusuf Kazi and Ismail Suleman Kazi (Partners of M/s A. Sattar & Sons) had agreed to sell, to Mr. Dayalal Revashankar Gor, being the promoter of the Society, various piece and parcel of land or ground admeasuring 2,076.69 square meters, 357.17 Sq.mts Layout Proportionate R.G. and 353.20 square meters proportionate road set back area for the purpose of F.S.I. or thereabouts forming part of larger piece of land bearing CTS Nu. 370 (A & D) (old Survey Nos. 303 (part) Hissa No. 1/2, Hissa No. 2 and Hissa No. 4) and bearing Plot Nos. "C" and "D" situate lying and being at Malad, off Daftary Road, Shivaji Chowk, Malad (East), Mumbai 400 097

THIS IS TO CERTIFIED THAT On September 26, 1972, the then proposed members of the Society formed the Society and decided to acquire the Said Land and construct residential building thereon for the use and occupation of the members. Accordingly, the Society had obtained the commencement certificate for construction of a building and appointed Yusuf Kasam Kazi, Chhaganlal Punjiram Choksi, Mahomed Kasam Kazi (partners of Yusuf Choksi & Co) for construction of a residential building which commenced the construction of the Old Building

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THIS IS TO CERTIFY THAT by an indenture made at Mumbai dated March 24, 1973 duly registered under Serial No. S-82/73 of Book No. 1 and made between Shantilal Surajmal Mehta therein referred to as the first vendor and Bapalal Keshavlal Mehta and Romy Bapalal Mehta therein referred to as the second vendors and Kirtilal Manilal Mehta, Vijay Kirtilal Mehta, Prabodh





# Vivek T. Tripathi

(B.L.S. LLB Advocate High Court)  
ADVOCATE & LEGAL CONSULTANT

146/46, Rameshwar Co. Housing Society, Charkop, Sector No.1, Near Akhil Hotel, Kandivali (W), Mumbai - 400 067.  
Email : law\_vivek@yahoo.com

Kirtilal Mehta, Kishor Kirtilal Mehta and Rashmi Kirtilal Mehta therein referred to as the third vendors and Ratilal Hiralal Mehta, Ramniklal Hiralal Mehta and Ramesh Hiralal Mehta therein referred to as the fourth vendors and Yusuf Kasam Kazi, Chhaganlal Punjiram Choksi, Mahomed Kasam Kazi (partners of Yusuf Choksi & Co) therein referred to as the first confirming party and Ibrahim Dawood Kazi, Babu Dawood Kazi, Abdul Gaffar Yusuf Kazi and Ismail Suleman Kazi (Partners of M/s A. Sattar & Sons) therein referred to as the second confirming party and Dahyalal Revashankar Gor therein called the third confirming party and the Society herein therein referred to as the purchasers, the said vendors, with the confirmation of the confirming parties, conveyed and released unto and in favour the Society by the said Land along with the existing construction thereon on the terms and conditions and for the consideration more particularly set out therein.



The building known HIRA KUTIR of the said SOCIETY consists of Ground floor plus +4 (Four) upper floors. There are a total of 50 (Fifty) numbers of members/flats in the said existing building occupied by the members. The said flats in the existing buildings are occupied on ownership basis by the 50 (Fifty) members of the society.



THIS IS TO CERTIFY THAT the Learned Deputy Registrar of Co-operative Societies, P-North Ward, vide his letter dated 27-01-2015 bearing No. Jha. ka. Mumbai/P-ward/1900/Hira Kutir Hsg/15 also confirmed the selection of the Developer M/s. H. RISHABRAJ PROJECT for the development of the Said Property.

CERTIFIED TRUE COPY  
For. A. J. Mehta & Assoc.

*[Signature]*  
Architect

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**VIVEK T. TRIPATHI**  
 (B.L.S. LLB Advocate High Court)  
**ADVOCATE & LEGAL CONSULTANT**



3/46, Rameshwar Co. Housing Society, Charkop, Sector No.1, Near Akhil Hotel, Kandivali (W), Mumbai - 400 067  
 Email : law\_vivek@yahoo.com

THIS IS TO FURTHER CERTIFY THAT by an Agreement for Redevelopment dated 1<sup>st</sup> July, 2015, registered before the Sub - Registrar Mumbai Suburban bearing Document Serial No. BRL. 7 - 6240 - 2015 dated 01/07/2015, the said HIRA KUTIR Co-Operative Housing Society Ltd., therein called as "Society" of the First part and M/s. H. RISHABRAJ PROJECT therein called "Developers" of the other part, the society therein granted the development right to M/s. H. RISHABRAJ PROJECT in respect of the abovementioned property on the terms and condition mentioned therein.

THIS IS TO FURTHER CERTIFY THAT HIRA KUTIR Co-Operative Housing Society Ltd., have granted the development right to M/s. H. RISHABRAJ PROJECT for the purpose of Redevelopment in respect of the abovementioned property further granted Irrevocable Power of Attorney in favour of M/s. H. RISHABRAJ PROJECT which is duly registered on 01/07/2015 with Sub - Registrar Mumbai Suburban bearing Document Serial no. BRL 7 - 6241 - 2015 in respect of the property mentioned hereinabove.

FROM the Revenue records, and documents placed before me and duly verified, examined and investigated by me, it is hereby CERTIFY that prior to execution of an Agreement for Development and Irrevocable General Power of Attorney as mentioned above the title of the Owners/Society as named hereinabove in respect of the said properties were clear, marketable and free from all encumbrances.

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# Vivek T. Tripathi

(B.L.S. LL.B Advocate High Court)

ADVOCATE & LEGAL CONSULTANT

Mob: 98199 46879

14/46, Rameshwar Co. Housing Society, Charkop, Sector No.1, Near Akhil Hotel, Kandivali (W), Mumbai - 400 067.  
Email: law\_vivek@yahoo.com

THUS the rights of development and construction of building/s granted, conferred and assigned to M/s. H. RISHABRAJ PROJECT as within mentioned is valid and subsisting and they are entitled to apply for and obtain the sanction and approvals from Municipal Corporation of Greater Mumbai, Collector and other appropriate authorities.

Place: MUMBAI

Date: 11/08/2015

VIVEK T. TRIPATHI

11.08.2015

ADVOCATE HIGH COURT

CERTIFIED TRUE COPY  
FOR: A. R. Jadhav & Assoc.

  
Architect

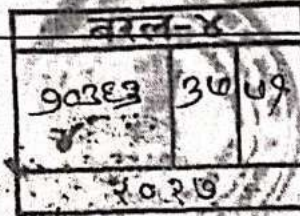
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## AMENITIES LIST

**AMENITIES SPECIFICATIONS:**  
**THE BELOW IS AN EXHAUSTIVE LIST OF AMENITIES/CONSTRUCTION FEATURES/FACILITIES AND TECHNICAL SPECIFICATION FOR YOUR PROPOSED PROJECTS AND IS SUBJECT TO PERMISSION FROM M.C.G.M AND/OR AVAILABILITY OF PARTICULAR MAKE OF PRODUCT**

1	<b>R.C.C.:</b> All the R.C.C. works viz. Pile Foundations, Open Footings, R.C.C. Plinth beams, floor, beams, R.C.C. Columns, Staircases, Lift well, R.C.C. Over head tanks, under ground tanks, Lift Machine Rooms, R.C.C. lift over Bathroom, W.C. etc. shall be as per IS 455 and shall be designed for Earth quake forces and Wind force as per IS 1893. (As per MCGM)
2	<b>EXTERNAL WALLS:</b> External Walls shall be of brick only. However for elevation purpose bricks may be used, 6" thick
3	<b>INTERNAL WALLS:</b> Internal Walls shall be of brick 4" thick
4	<b>WATER PROOFING:</b> Terrace, Lift machine room top, Bath W.C., Sinks and all wet areas shall adequately water proofed with brick bat coba, I.P.8 and china chips on the top with The terrace waterproofing work shall be carried out for the entire area with the seasoned brick bats shall be laid to proper slopes provided.
5	The external masonry work will be carried out in 6" thick Brick work / 4" Block work and internal walls. (Use 43 grade Cement). RCC band with minimum reinforcement to be provided for internal brick work.
6	External plaster will be sand finish in two coats
7	Internal plaster will be smooth finish plaster in single coat in cement mortar and will be finish with <u>Oxymin/POP</u> plaster
8	<b>PARTS:</b> water repellent paints (Elastomeric or Text Paint) to be provided on the

	external surfaces and internal plaster work will be externally palsted by developer after walls and ceilings. Entire building will be externally palsted by developer after completion.
9	<b>ELECTRICITY:</b> Three phase electric connection shall be provided and shall be executed through reputed licensed Electrical contractor. Bus bar distribution system to be provided if possible. <b>AS APPROVED BY RELIANCE</b>
10	<b>TELEPHONE CABLES</b> - Internal cabling work to be carried out as per M.T.N.L. specification for internet connection.
11	<b>PIPED GAS CONNECTION:</b> All the fits shall be provided with piped Gas connection.
12	<b>WATER SUPPLY:</b> B.M.C. Water connection for domestic purpose and Bore well water connection for flushing using PVC ASTM schedule 80 pipes to be provided. Fire fighting arrangement to be provided as per prevailing rules. <b>AS APPROVED BY CFOMCGM</b>
13	<b>RAIN WATER HARVESTING:</b> All the rain waters shall be efficiently collected, and shall be re-utilized for increasing ground water table. <b>AS PER MCGM</b>
14	<b>ANTITERMITE TREATMENT:</b> Anti Termite treatment before, during and after the completion of the work shall be executed through a reputed Pest Control Agency for Foundation / plinth / building.
15	<b>LIFT:</b> Lift and lift installation work shall be carried out by reputed Lift Company as per P.W.D. requirements. Lifts to be of reputed company OTIS, Mitsubishi, Schindler, Jona, Fujitsu, Johnson, omega, or equivalent
16	<b>FIRE FIGHTING:</b> The Fire fighting installation works shall be as per Chief Fire officer's requirement.
17	Power backup arrangements shall be provided for lifts, common passage & compound light, water supply to be provided. If power outage req



**STANDARD SPECIFICATIONS**

EACH PLAN SHALL BE PROVIDED WITH THE FOLLOWING SPECIFICATIONS (Refer to specifications mentioned in general section)

Sl. No.	Particulars	Material	Workmanship	Finish	Remarks
1)	Walls	42 mm dia flush door with laminated glass. The wood finish shall be as per specification to be provided.	Double pane of granite edges finished with mastic.	Amalgamated heavy section.	Window will have 6" deep box type M.S. Grill painted with black oil paint. Provision for hiding spill / window A.C. units to be made with common water outlet pipe.
2)	Windows	30 mm thick hot pressed glass with 2" wide aluminium window frame.	Double pane of granite edges finished with mastic.	Amalgamated heavy section.	Grilling for window A.C. with R.C.C. Chassis to be provided as per specification. Note: Below 1000 mm height of window.



Sl. No.	Particulars	Material	Workmanship	Finish	Remarks
4)	Toilet	Double pane of granite edges finished with aluminium louvered window with door.	Double pane of granite edges finished with aluminium louvered window.	Amalgamated heavy section.	on all side. Back the turbanes will be finished with plaster.
5)	Kitchen	Double pane of granite edges finished with aluminium louvered window.	Double pane of granite edges finished with aluminium louvered window.	Amalgamated heavy section.	design. Common wear paint down to like to be laid.

Sl. No.	Particulars	Material	Workmanship	Finish	Remarks
1)	Drainage down take (C.I. pipes up to Dry Door level and above PVC pipes with fittings pipes & fittings (4kg). O.I. clamps to be used to fix.	2" heavy down wall. Aluminium pvc cap to each pipe as per mcom norms.	Double pane of granite edges finished with aluminium louvered window.	Amalgamated heavy section.	Design. Common wear paint down to like to be laid.
2)	Water supply down take (1) Drinking water - C" dia G.I. (TATA). ZENITH JOB specification as per MCOM norms. (2) Both water : UPVC ASTM schedule 120 with G.I. fittings. (Water supply lines to be as per M (india) as per mcom norms.	Pipes to be fixed on G.I. clamps. "PVC" to be provided if required. As per MCOM norms.	Double pane of granite edges finished with aluminium louvered window.	Amalgamated heavy section.	Design. Common wear paint down to like to be laid.
3)	Concealed plumbing - with PPR pipes as per manufacturers specification. Each toilet will have hot cold wall Divertor, concealed trap cock. Bi ner not approved layout. All the C.P. fittings will be of Jaquar make.	PPR pipes as per manufacturers specification. Each toilet will have hot cold wall Divertor, concealed trap cock. Bi ner not approved layout. All the C.P. fittings will be of Jaquar make.	Double pane of granite edges finished with aluminium louvered window.	Amalgamated heavy section.	Design. Common wear paint down to like to be laid.
4)	Underground drainage lines: 5" V. lines of reinforced dia with full door type encasement of M-150 concrete. As per MCOM norms.	5" V. lines of reinforced dia with full door type encasement of M-150 concrete. As per MCOM norms.	Double pane of granite edges finished with aluminium louvered window.	Amalgamated heavy section.	Design. Common wear paint down to like to be laid.
5)	Drainage chamber: Size as per MCOM. specification. Heavy duty C.I. covers. External surface of chamber below ground level is clad with machine cut sandstone or tiles or castalite. As per MCOM norms.	Size as per MCOM. specification. Heavy duty C.I. covers. External surface of chamber below ground level is clad with machine cut sandstone or tiles or castalite. As per MCOM norms.	Double pane of granite edges finished with aluminium louvered window.	Amalgamated heavy section.	Design. Common wear paint down to like to be laid.
6)	Underground drainage lines to toilet: (1) Natural trap: PVC deep seal with S.S bowl. (2) As per MCOM norms.	Natural trap: PVC deep seal with S.S bowl. (2) As per MCOM norms.	Double pane of granite edges finished with aluminium louvered window.	Amalgamated heavy section.	Design. Common wear paint down to like to be laid.

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Medical Cabin as per the requirement of the concerned governmental bodies. As per MCGM norms
Fluorescent and incandescent lights to be provided in each and every room.
Pump rooms with adequate number of pumps. Lubrication should be provided. As per MCGM norms
Sanitary Toilet in each and every wing. As per MCGM norms
Fixtures shall be provided in each and every wing. As per MCGM norms
Three Phase meter connection. Connected meter with required board facilities. As per MCGM norms
Welding Machine and other power tools to be provided.
RCC floor in common bathroom
Space provision for washing machines, with accessories, near up & down stairs. As per MCGM norms
Cable & Telephone Poles to be provided in each and every building.
Environmental friendly materials. Environmentally friendly materials. Materials are a must.
Ground surface to be provided with Gravel. Gravel to be 7.5cm, work as well & flame retarding.
Our security cabin at each entrance gate with security points as per general provision with CCTV (at Entrance lobby)
Sanitary Office Cabin with all its items to be provided. As per MCGM norms
Structure & Landscaping
Children & play equipment, children garden, play area, ground and well maintained lawn for children and elderly people. As per MCGM norms
Oxygenation, as per MCGM norms
Infrastructure Development
Decorative Compound wall with lighting facility.
Decorative Main Gate Entrance
Concrete Paved Roads with adequate drains near double and drive ways.
Water supply to be provided.
Heavy loads to be provided for maintenance of lifts, machine room & D/O near main.



Room	Light Point	Power Point	3 Pin Socket	Exhaust Fan	Foot Light	Fan Point
Hall	3 Nos Ceiling/Wall	2 Nos A.C./P.C.	3 Nos			2
Passage	1 Nos Ceiling/Wall					
Wash Basin Area	1 Nos Wall		1 Nos			
Toilet	1 Nos Wall	1 Nos Geyser	1 Nos	1 Nos		
Kitchen	2 Nos Wall	2 Nos	4 Nos	1 Nos		1
Bed Room	3 Nos Ceiling/Wall	2 Nos 1 No.	2 Nos			1

**NOTE :-**


- All wiring to be done as per specification of concerned Authority. As per MCGM norms
- Location of fitting **ALL THE FITTINGS, FIXTURES TO BE ENERGY EFFICIENT.** As per MCGM norms
- ELCB, MCB to be provided for every flat as per the approved circuit layout. As per MCGM norms
- J.D.O. not or battery back up facility of reliable capacity to be provided for common area lighting, lift, water pump with required wiring. As per MCGM norms
- Inside all the flats, additional wiring for using inverter for fan and light in each room to be provided. As per MCGM norms
- Permanant Post/ Structure for flag hoisting. As per MCGM norms

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1	The open system at ground floor level shall be finished with heavy duty linear locking floor block. As per MCOM norms.
2	A lift area at ground floor of each wing will be finished. As per MCOM norms.
3	M.S. grill plates shall be provided with R.C.C. columns for the lifts in MCD grade of concrete with finished etc. As per MCOM norms.
4	The compound gas columns, two nos. of light poles shall be provided with lamp shed of approved design over the area. As per MCOM norms.
5	All around the building premises including with area and garden area shall have adequate Nos. of electrical tube lighting with cable wiring for the area.
6	The underground water tank will be provided in R.C.C. in MDS grade of concrete with box type waterproofing treatment and the over head water tank shall be R.C.C. casted in MDS grade of concrete and the capacity of the tanks shall be as per the M.C.G.M. rules and regulations. As per MCOM norms.
7	The compound wall shall be constructed all around the periphery. The rubble wall in the foundation and brick wall in upper structure of the compound wall shall be provided with two coats of Sand Faced plaster from both the sides. As per MCOM norms.
8	The entrance lobby shall be provided with granite floor for the wall cladding in approved design and make upto 1' floor level and flooring shall also be Granite Tiles of Johnson make, with seating arrangement of granite stone & with a provision of decorative objects. As per MCOM norms.
9	The staircase area shall be provided with mifflending and landing flooring of combination with Kerb and marble. As per MCOM norms.
10	The entrance area will be illuminated by decorative electric fixtures as per design.
11	2 Nos. of 110 per wing or as required by M.C.G.M. will be provided of OTIS OR EQUIVALENT with the necessary downramp arrangement (i.e. indicator on each floor with the arrangement for the lift arrival signal landing gas in case of power failure) As per MCOM norms.
12	Society office of permissible area as approved by M.C.G.M shall be provided with tiles flooring and flush door etc. complete. The society office will be provided with attached toilet with wash basin etc. As per MCOM norms.
13	One Nos. of Decorative wash basin table at each corners area. As per MCOM norms.
14	The Developer shall provide a Street light of area approved by MCOM per wing. The toilet will be provided with Colour Paint of White colour with flush tank with provision of door top with full height tile etc. As per MCOM norms.
15	The Developer shall provide bore well or modify existing borewell as suitable foundation. One of four with sufficient capacity is to comply with the water requirement of the building as well as for drinking water. As per MCOM norms.
16	Provision shall be made for Club, Amusement and/or Indoor Court etc.
17	Developer shall make and provide system for - Rainwater Harvesting and recharging of existing bore wells. As per MCOM norms.



Development of the Acid Treated Lining pre-construction (under the 011). As per MCOM norms.	A provision of storage water tank of 100000 litres. A provision with lift.
A provision of storage water tank of 100000 litres. A provision with lift.	A provision of storage water tank of 100000 litres. A provision with lift.

**Note:-**  
 For the time being we are providing this specification list however we will make a sample list for the society and show it to the society based on which rest of the list will be made.  
 Earlier specification list attached to D.A stands to be revised as per this amendment list. Shall be referred to hereinafter.



**POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, HARSH RANJAN JAIN and Mr. HOJIFA NURIDDIN-SOBI are the Partners of M/S. N. RISHABAJ PROJECTS, a Partnership Firm Registered under the Partnership Act, 1932 having its office at 1208, 3rd/1 Co-operative Housing Society Limited, M. G. Road, Kankard (West), Numbok-400047 do hereby sign GUARANTEE:

WHEREAS We have carrying on business in various cities of India and business in various names and styles and in incidents to our business we are constructing various buildings in the city of Mumbai & Maharashtra and entering into joint, several, agreements and documents.

And WHEREAS It is not possible for us to personally to appear before the Sub-Registrar for registration of the said Permanent Aliens Accommodation Agreement, Declaration, Conditional, Cancellation, Recalculation, Cancellation Deed or any other documents required to be executed for the sale & purchase and development of the building/property.

NOW KNOW ALL YE MEN THAT BY THESE PRESENTS WE, MR. HARSH RANJAN JAIN and Mr. HOJIFA NURIDDIN-SOBI Partners of M/S. N. RISHABAJ PROJECTS, do hereby nominate/constitute our appointee MR. SHASHI-S. MISHRA having, address at Flat No. 303, E- Wing, Vasthar CHS Ltd. Mira Bhoyander Road, Mira Road East, Thane, 401107 and to be true and lawful attorney for us and in our name and on our behalf any one of above said Power of Attorney



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2023		

*Harsh*

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holder to do or cause to be done or any of the following acts, deeds, matters and things that it is to:

- To execute of the Permanent Aliens Accommodation Agreement, Agreement for Sale & Purchase, Declaration, Conditional, Cancellation, Recalculation, Cancellation Deed or any other documents required to be executed by us and/or to be executed by us in the said Permanent Aliens Accommodation Agreement for sale & purchase, Undertaking, Declaration, Conditional, Cancellation, Recalculation, Cancellation Deed or any other documents for the purpose of registration of the same and to do all acts and things necessary for effectively registering the said documents.

To receive document or documents from the Sub-Registrar for registration and to give proper receipt and discharge for the same.

To appear before any court or Authority (including before the Superintendent of Stamps and Registrar of Assurances) for the purpose of any matter relating to the registration and declaration of value or any other proceeding connected with the same.

- To engage pleader or authorized representatives to act on our behalf in the said proceedings to do all other acts that

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2023		

*Harsh*

3869	8	92
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*Harsh*

may be necessary for the proper completion of the work assigned by us to our Attorney under these presents.

4. This Power of Attorney is valid only for three year from the execution of this Power of Attorney and there are no any kind of monetary consideration.

We do hereby ratify and confirm that all acts, deeds and things done by our said Attorney shall be deemed to have been acts, deeds and things done by us personally or on behalf of the said firm and we undertake to ratify and confirm all and whatsoever that our said attorney shall lawfully do or cause to be done for us by virtue of the power hereby given.

IN WITNESS WHEREOF, I have executed this Power of Attorney at Mumbai on 17th day of April 2017.

MR. SHASHI S. MESHRA  
Signature of the attorney holder

SEEN, SEALED AND DELIVERED  
By the witness  
MR. RAJESH RAJU PROJECTS

MR. MOHITA NURUDDIN BANI  
Both Parties of  
MR. RAJESH RAJU PROJECTS  
In the presence of  
WITNESSES

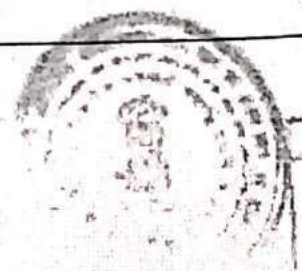


बरेल-४  
3309 4 PL  
2017

गणराज्य  
भारत  
सरकार  
कोटल ऑफ इंडिया



बरेल-४  
3309 4 PL  
2017







बरेल-४  
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2017

(1) Government of India  
 (2) Ministry of Health and Family Welfare  
 (3) Government of Karnataka  
 (4) Department of Health and Family Welfare  
 (5) Government of Karnataka  
 (6) Department of Health and Family Welfare  
 (7) Government of Karnataka  
 (8) Department of Health and Family Welfare  
 (9) Government of Karnataka  
 (10) Department of Health and Family Welfare

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18/06/2010

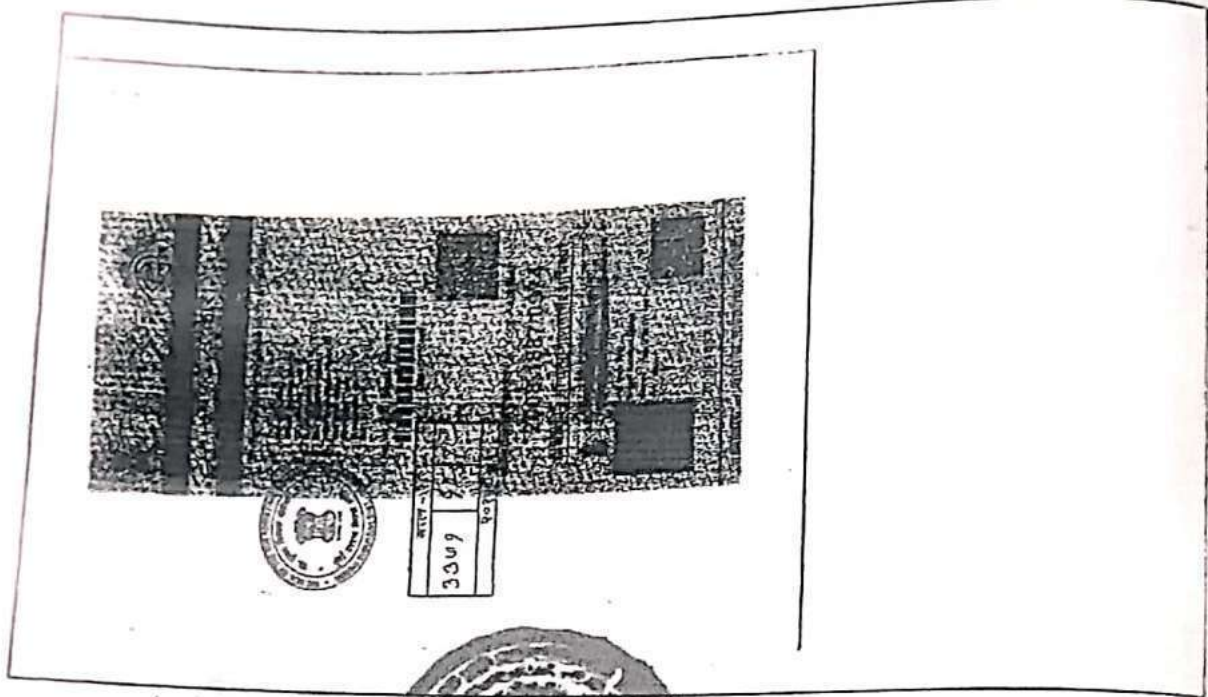
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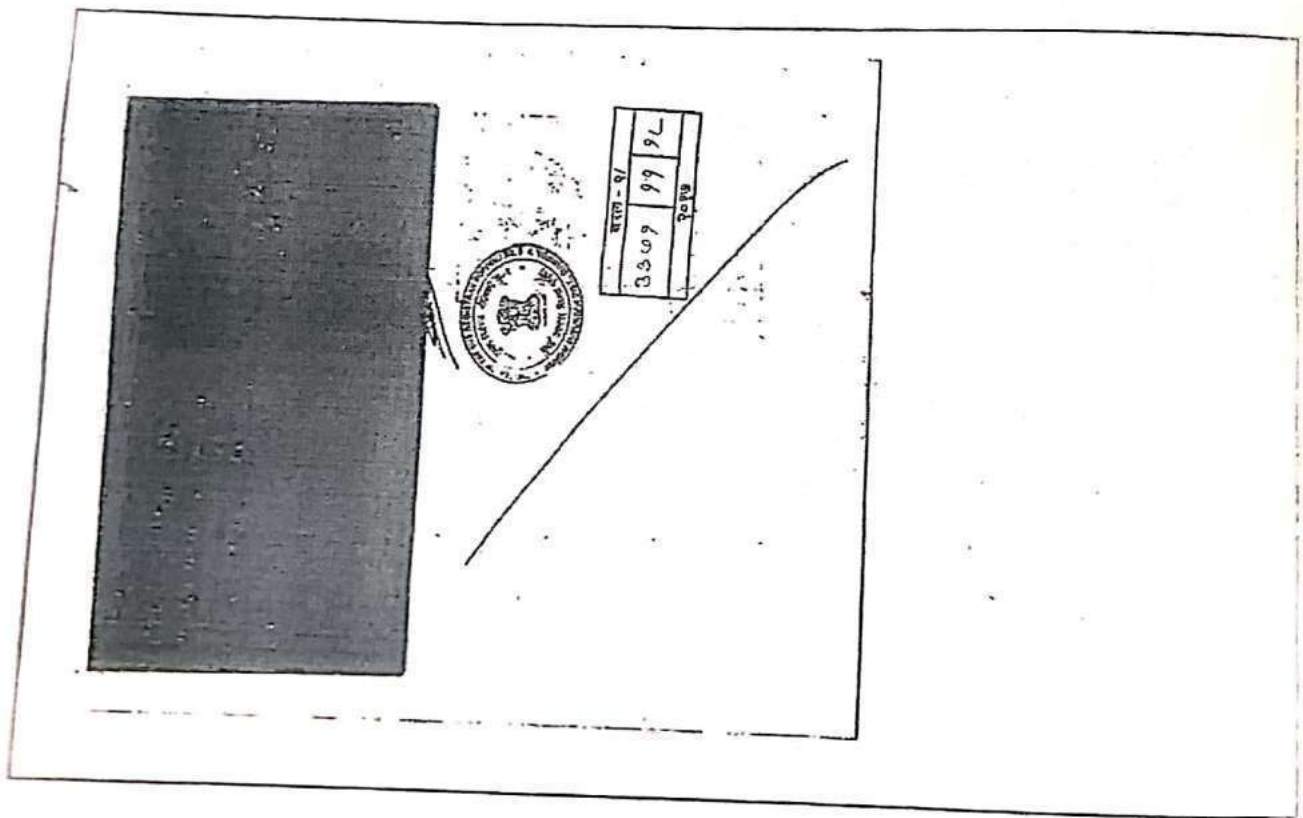
(1) Government of India  
 (2) Ministry of Health and Family Welfare  
 (3) Government of Karnataka  
 (4) Department of Health and Family Welfare  
 (5) Government of Karnataka  
 (6) Department of Health and Family Welfare  
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 (9) Government of Karnataka  
 (10) Department of Health and Family Welfare





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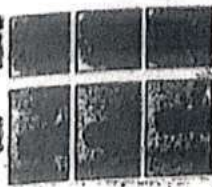


1. The Government of India, New Delhi.  
 2. The Ministry of Health and Family Welfare, Government of India, New Delhi.  
 3. The Director of Health Services, Government of India, New Delhi.  
 4. The Director of Health Services, Government of India, New Delhi.  
 5. The Director of Health Services, Government of India, New Delhi.

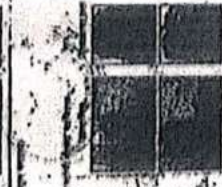


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1. The Government of India, New Delhi.  
 2. The Ministry of Health and Family Welfare, Government of India, New Delhi.  
 3. The Director of Health Services, Government of India, New Delhi.  
 4. The Director of Health Services, Government of India, New Delhi.  
 5. The Director of Health Services, Government of India, New Delhi.



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 2. The Ministry of Health and Family Welfare, Government of India, New Delhi.  
 3. The Director of Health Services, Government of India, New Delhi.  
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 5. The Director of Health Services, Government of India, New Delhi.




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## घोषणापत्र

मी श्री ए. एस. शिवा एतद्वारे घोषित करतो की, सह दुय्यम निबंधक **Borival-**  
4 यांच्या कार्यालयात पर्यायी जागेचा करार / पुरवणी करार या शीर्षकाचा दस्त  
नोंदणीसाठी सादर करण्यात आला आहे एच. रीषभराज प्रोजेक्ट्स चे भागीदार हरीश  
रतनचंद जैन व.इ. यांनी दिनांक 17/04/2017 रोजी मला दिलेल्या कुलमुखत्यार  
आधारे मी,सदर दस्त नोंदणीसाठी हाजर केली आहे.सदर कुलमुखत्यार लिहून देणार  
यांनी कुलमुखत्यार रद्द केलेले नाही किंवा कुलमुखत्यार लिहून देणार व्यक्तीपैकी  
कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे रद्दद्वातल ठरलेले  
नाही. सदरचे कुलमुखत्यार पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी सहमत  
आहे.सदरचे कथन चुकीचे आढळून आपल्यास नोंदणी अधिनियम १९०८ चे कलम ८२  
अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.



  
कुलमुखत्यार धारकाची सही

बोरिवल-४		
१०३६३	४०	५९
२०१७		



आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

Developer PAN

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

HIRA KUTIR CO OP LTD  
SOC LTD  
27/05/1972  
Permanent Account Number  
AAAAH2123G

Society PAN

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

RATANCHAND ORIGINAL DASH  
12-11-1977  
Permanent Account Number  
AEEPL1234

Developer's Partner

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

ATMARAM PARSHURAM JOSHI  
12-11-1940  
Permanent Account Number  
AEEPP164J

Chairman

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

Permanent Account Number  
RAMP5153J

Developer's POA

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

PERMANENT ACCOUNT NUMBER  
AFJPA1725  
NEELOFAR SAEED ANTON  
12-05-1948  
DIRECTOR OF INCOME TAX (SYSTEMS)

Secretary

WitNESS-1

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

Treasurer

बल-४		
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## Declaration-cum-Indemnity

We. (1) MRS. ARATI M. ASH, (2) MR. HITENDRA M. ASH & (3) MR. SOUMENDRA M. ASH residing at flat no. A-20, on Fourth floor of the building know as "Hira Kutir" situated at CTS No. 370 (A & D) (old Survey Nos. 303 (part) Hissa No.1/2, Hissa No. 2 and Hissa No. 4), Plot Nos. "C" and "D", off Daftary Road, Shivaji Chowk, Malad (East), Mumbai 400 097 .do hereby jointly severally and solemnly declare and say as follows :

1. We say that MR. Mahendra Santosh Ash was seized possessed of an absolutely entitled to the flat no. A-20, on Fourth floor of the building know as "Hira Kutir" situated at CTS No. 370 (A & D) (old Survey Nos. 303 (part) Hissa No.1/2, Hissa No. 2 and Hissa No. 4), Plot Nos. "C" and "D", off Daftary Road, Shivaji Chowk, Malad (East), Mumbai 400 097 alongwith 5(five) shares of Rs 50/- each of the Shares of the [Legal Complex CTS No. 370 (A & D) (old Survey Nos. 303 (part) Hissa No.1/2, Hissa No. 2 and Hissa No. 4), Plot Nos. "C" and "D", off Daftary Road, Shivaji Chowk, Malad (East), Mumbai 400 097] ("Society") bearing distinctive Nos. from 216 to 220 [Certificate No 44 ["Shares"] (collectively "Property").

2. MR. Mahendra Santosh Ash was expired On 15.09.2009 intestate at Mumbai leaving behind her only Legal Heirs Namely (1) MRS. ARATI MAHENDRA ASH Wife herein after referred i.e. Deponent no.1 (2) MR. HITENDRA MAHENDRA ASH Son herein after referred i.e. Deponent No.2 (3) MR. SOUMENDRA MAHENDRA ASH - Son herein after referred i.e. Deponent no.3 all the parties above are in relation to each other and legal heirs. The Late MR. Mahendra Santosh Ash did not nominated any one as her absolute Legal Heir.

3. We hereby jointly and severally agree to keep indemnified and hereby keep harmless the Collector of Mumbai City, Superintendent of City Survey and Land Records, Sub-Registrar, Brihanmumbai Mahanagarpalika, Society and other concerned authorities of from and against any loss, damage, demand, action, dispute.

बदल-४		
२०३६१	५३	७९
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claim, costs, charges and expenses of any nature that may be suffered or sustained by them on account of the facts stated as above.

We are making this Declaration-cum-Indemnity after being fully explained the contents hereof in the language known to us prior to putting our respective signature hereunder, after being understood the same verily properly finding the same to be true correct and acceptable. We say that the contents hereinabove are true to our own belief, information and knowledge and so we confirm declare record state of our own free will volition without any pressure coercion or threats from any quarter whatsoever having been brought to bear upon us, in good sound health of body and mind without being intoxicated.

Solemnly declared at Mumbai  
by the withinnamed  
(1) MRS. ARATI M. ASH

)  
)  
) A. M. Ash, L.H.T.I.  
)

(2) MR. HITENDRA M. ASH

)  
) [Signature] L.H.T.I.  
)  
)

(3) MR. SOUMENDRA M. ASH

)  
)  
) [Signature] L.H.T.I.  
)

बरल-४		
१०३६३	५४	७९
२०१७		



(Deponents)  
BEFORE ME

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER MUMBAI

क्रमांक/  
No.: 741257596  
दिनांक/  
Date: 06.10.2009

श्री/श्रीमती  
MR. . . .

विषय: स्मशानभूमीतील अंत्यसंस्कार नोंदीचा उतारा.  
Subject: Extract of Disposal Registry entry in the Cemetery.

संदर्भ: दिनांक 06.10.2009 चा आपला अर्ज.  
Ref: Your Application dated 06.10.2009.  
Receipt No. 702417682 dated 07.10.2009.

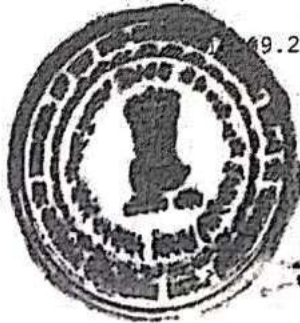
व/महोदया,  
/Madam,

आपल्या उपरिनिर्दिष्ट अर्जाच्या कळविण्यात येते की, अर्जात उल्लेख केलेला मृत्यू बृहन्मुंबई महानगरपालिका हद्दीत झाला नसल्यामुळे नोंदणी प्रमाणपत्र देता येत नाही. परंतु स्मशानभूमीतील अंत्यसंस्कार नोंदीचा उतारा खालीलप्रमाणे आहे.

With reference to your above application, this is to inform you that, as death mentioned in the application has not taken place in the limits of Greater Mumbai Mahanagar Palika, the death registry certificate cannot be issued. However, the extract of the disposal registry entry in the cemetery is as following:

मृताचे संपूर्ण नाव/  
Full Name of the Deceased : MR. MAHENDRA S. ASH  
वय/  
Age : 65 Years  
पुरुष/स्त्री/  
Male / Female : Male  
मृत्यू दिनांक/  
Date of Death : 15.09.2009  
मृत्यूचे ठिकाण/  
Place of death : OOTACAMUND  
मुंबई शहरातील कायम वास्तव्याचा पत्ता/  
Permanent residential address in Mumbai : A/ 20, HIRAKUTIR BLDG.,  
SHIVAJI CHOWK, DAFTARY RD,  
MALAD [E],  
MUMBAI, 400097,  
Maharashtra, India.  
स्मशानभूमीचे नाव/  
Name of Cemetery : MALAD HINDU  
अंत्यसंस्काराचा दिनांक/  
Date of disposal : 06.10.2009

बरल-४		
१०२४३	५५	५१९
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उपनिबंधक,  
जन्ममृत्यू नोंदणी,  
PN विभाग.

Sub-Registrar,  
Birth Death Registry,  
PN Ward,  
Dr. Nehal Mehta



## प्रतिज्ञापत्र

मालमत्ता हस्तांतरण कायदा १८८२ चे कलम ५५ नुसार व्यवहाराची संवस्वी जबाबदारी ही दस्तामधील लिहून देणार व लिहून घेणार उभय पक्षकार यांची असल्यामुळे तसेच भारतीय करार कायद्याच्या १८७२ व नोंदणी कायदा १९०८ चे कलम ८२ नुसार आम्ही खालील सही करणार सत्य प्रतिज्ञापत्रावर लिहून देतो की, या दस्तासोबत खोटे वनावट कागदपत्र तयार करून जोडलेले नाहीत. सर्व कागदपत्रे हे खरे आहेत. कोणतेही खोटे विवरणपत्र, कवली जवाब, खोटी ओळख दिलेले नाही, अथवा कोणत्याही प्रकारे फसवणूक केलेली नाही. दस्ता सोबत जोडलेले मुखत्यारपत्र करून देणारे इसम हे मयत नसून जिवंत आहेत. तसेच सदरचे मुखत्यारपत्र रद्द झालेले नसून ते आजही अस्तित्वात असल्याबाबतची खात्री आम्ही प्रत्यक्ष मुखत्यारपत्र करून देणाऱ्या इसमांकडून केलेली आहे. त्यामुळे या होणाऱ्या मिळकतीच्या व्यवहारामध्ये कोणत्याही गुन्ह्याला मदत/प्रोत्साहन/संगनमत केलेले नाही. या मिळकतीच्या व्यवहारास कोणत्याही न्यायालय शासकीय/निमशासकीय अथवा कोणत्याही कायद्याने प्रतिबंध/मनाई केलेली नाही. या दस्तऐवजामधील उभय पक्षकार अटी व शर्ती वाचून पूर्तता करून आमच्या वकील/सॉलीसेटर मार्फत व्यवहार कायदेशीर पूर्ण केलेला आहे तसेच साक्षीदार समक्ष दस्तऐवज निष्पादीत केलेला आहे.

नोंदणी कायदा १९०८ चे कलम ४४ नुसार दस्तऐवजाची मालकी व वैधता ठरविण्याची जबाबदारी नोंदणी अधिकारी यांची असल्यामुळे आमच्या केलेल्या मिळकतीच्या व्यवहारामध्ये कोणतेही गुन्हे दाखल होऊ नये, म्हणून आम्ही भारतीय पुरावा कायदा १८७२ नुसार हे प्रतिज्ञापत्र स्वयंघोषित करत आहे. जर भविष्यात या दस्त नोंदणीमुळे कोणतीही बाब खोटी निघाल्यास आयपीसी १८६०/सीआरपीसी १९७३ कायद्याचे कलमाप्रमाणे आम्ही फौजदारी गुन्ह्यास व कलमानुसार शिक्षेस पात्र राहू.

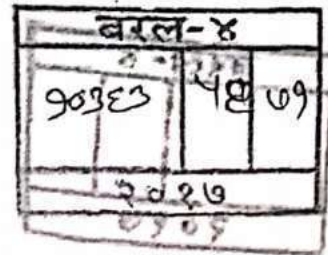
*Hasu*

लिहून देणारे



*H. M. Sh. J. Man*

लिहून घेणारे





Certificate No. 44

Reg. No.

**SHARE CERTIFICATE**

**Hira Kutir Co-Operative Housing Society Ltd.**

Plot C & D, Kedarnal Road, Malad (East), Bombay 400 064

(Registered under the Maharashtra Co-operative Societies Act 1960 (Maharashtra Act XXIV of 1961))

Reg. No. BOM/HSG. 3788 of 1972

Authorized Capital Rs. 1,00,000

This is to Certify that Shri/Shri. MAHENDERHUMAR

ASH

of Hira Kutir Co-operative Housing Society

Ltd. is Registered Holder of FIVE fully paid up

Shares numbered from 216 to 220 (inclusive) of Rs. FIFTY

each in the above named Society subject to the By-laws thereof

Given under the Common seal of the said Society

at Bombay this 5th day of Aug 1975

Rs. 250



For and on behalf of

Hira Kutir Co-operative Housing Society Ltd.

M. D. Dave Chairman

S. D. ... Hon. Secretary

बरल-४		
१०२६३	५५०	४९
२९२१९		
०९०९		





भारतीय विशिष्ट ओळख प्राधिकरण  
 भारत सरकार  
 Unique Identification Authority of India  
 Government of India

संदेश क्रमांक / Enrollment No.: 1418/16073/02157

प्राथमिक स्थान  
 10/10, 10/10, 10/10  
 10/10, 10/10, 10/10  
 10/10, 10/10, 10/10  
 10/10, 10/10, 10/10  
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 10/10, 10/10, 10/10  
 10/10, 10/10, 10/10



आपला आधार क्रमांक / Your Aadhaar No.

**4128 8899 8607**

आधार - सामान्य माणसाचा अधिकार



भारत सरकार  
 GOVERNMENT OF INDIA



महेश महेशराव अशी  
 Mahesh Maheshrao Ashi

जन्म वर्ष / Year of birth: 1975  
 पुरुष / M/3

4128 8899 8607

आधार - सामान्य माणसाचा अधिकार



भारतीय विशिष्ट ओळख प्राधिकरण  
 भारत सरकार  
 Unique Identification Authority of India  
 Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1218/62917/19467

श्री. आशी महेश अशी  
 Ashi Maheshrao Ashi  
 A/21, Anandnagar, Shivajinagar  
 Dehshet, Dist. Pune  
 Maharashtra  
 411004

विवरण



1218/62917/19467



SH370594235FT



आपला आधार क्रमांक / Your Aadhaar No. :

**9108 7731 8023**

आधार - सामान्य माणसाचा अधिकार



भारत सरकार  
 Government of India



श्री. आशी महेश अशी  
 Ashi Maheshrao Ashi  
 जन्म तारीख / DOB: 16/02/1953  
 स्त्री / Female

9108 7731 8023

आधार - सामान्य माणसाचा अधिकार

बरल-४	
90383	4849
२०१७	



भारतीय विशिष्ट ओळख प्राधिकरण  
 भारत सरकार  
 Unique Identification Authority of India  
 Government of India

नोंदविण्याचा क्रमांक / Enrollment No 2017/00315/07208

10,  
 सोमंद महेंद्र आश  
 Soumendra Mahendra Ash  
 S/O: Mahendra Bantoash Ash  
 A/20 HIRA KUTIR CHSI,  
 DAFTARY ROAD  
 NEXT TO SUBHASH LANE SHIVAJI CHOWK  
 Mumbai  
 Malad East Mumbai  
 Maharashtra 400097  
 9821484470

Ref: 1074 / 230 / 395415 / 368612 / P

SH942204008FT



आपला आधार क्रमांक / Your Aadhaar No. :

**3148 3093 0657**

आधार - सामान्य माणसाचा अधिकार



भारत सरकार  
 Government of India



सोमंद महेंद्र आश  
 Soumendra Mahendra Ash  
 जन्म तारीख / DOB : 10/04/1978  
 लिंग / Male



**3148 3093 0657**

आधार - सामान्य माणसाचा अधिकार

वरत -		
903 EB	60	49
२-१७		

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA  
 SHANTI MAHENDRA ASH  
 DAMONDAS PRABOOH DAS  
 16.08.1953  
 Permanent Account Number  
 ABJPA5233F  
 Signature




आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA  
 SOUMENDRA MAHENDRA ASH  
 MAHENDRA SANTOSH ASH  
 10/04/1978  
 Permanent Account Number  
 AGAPA3672Q  
 Signature



बरल-४		
१०३४३	६९	७९
२०१७		



आयकर विभाग      भारत सरकार  
INCOME TAX DEPARTMENT      GOVT. OF INDIA

HITENDRA MAHENDRA ASH.  
MAHENDRA SANTOSH ASH  
27/10/1975

Permanent Account Number  
ADLPA6839P

  
Signature





वर्क-४	
१९९३	२७
२०२७	



PERMANENT ACCOUNT NUMBER  
ACCOUNT

THE BANK  
KARNATAKA SAVANNA BANK

THE BRANCH  
KARNATAKA SAVANNA BANK

THE BRANCH OF THE  
01-02-1958

EVERY ACCOUNT

MINISTRY OF FINANCE  
GOVERNMENT OF INDIA

01-02-1958		
01-02-1958	01-02-1958	01-02-1958
01-02-1958		



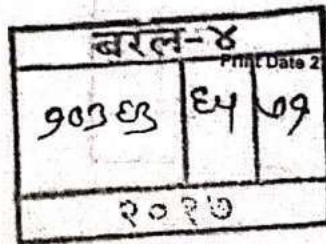
CHALLAN  
WTR Form Number-6

DATE	26/07/2017-17:48:40	Form ID	252
Department	Mumbai District Office of Registration		
Stamp Duty	Type of Payment: Registration Fee		
Office Name	Sub-Registrar Office Borivali No. 4		Location: MUMBAI
Year	2017-2018 One Time		Flat/Block No. A-1402 HIRA KUTIR CHS LTD
Account Head Details	Amount In Rs.	Premises/Building	
100004501 Stamp Duty	96200.00	Road/Street	AT DAFTARY ROAD OFF SHIVAJI CHOWK
100000001 Registration Fee	19230.00	Area/Locality	MALAD EAST MUMBAI
		Town/City/District	
		PIN	4 0 0 0 9 7
Remarks (If Any) PAN2-AAJFH3675G-SecondPartyName=H RISHABRAJ PROJECTS-			
	Amount In Words	One Lakh Fifteen Thousand Four Hundred Thirty Rupees Only	
	1,15,430.00		
Payment Details	CORPORATION BANK		
	FOR USE IN RECEIVING BANK		
Cheque/DD Details		Bank CIN	Ref. No.
		03502302017072650425	CS26072017277635
Cheque/DD No.		Bank Date	RBI Date
		26/07/2017-18:00:00	Not Verified with RBI
Name of Bank		Bank-Branch	CORPORATION BANK
Serial No. of Search		Scroll No. , Date	Not Verified with Scroll

NOTE - This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No.: Not Available  
 नोंदणी करील दस्तऐवज नोंदणी कार्यालयामध्ये नोंदणी करण्याच्या दस्तऐवजासाठी लागू आहे. नोंदणी व करण्याच्या दस्तऐवजासाठी सदर चलन लागू नाही.

Challan Defacement Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	IS-387-10363	0002171687201718	27/07/2017-15:12:34	IGR193	19230.00
2	IS-387-10363	0002171687201718	27/07/2017-15:12:34	IGR193	96200.00
Total Defacement Amount					1,15,430.00



गुस्कार, 27 जुलै 2017 3.28 म.नं.

दस्त गोश्वारा भाग-1

बरत-4  
दस्त क्रमांक: 10363/2017

दस्त क्रमांक: बरत-4 /10363/2017

बाजार मूल्य: रु. 19,23,000/- मोबदला: रु. 00/-

भरणेचे मुद्रांक शुल्क: रु.96,200/-

दु. नि. मह. दु. नि. बरत-4 यांचे कार्यालयात  
अ. क्र. 10363 वर दि.27-07-2017  
रात्री 3:07 म.नं. वा. हजर केला.

पावती: 11710 पावती दिनांक: 27/07/2017  
सादरकरणाराचे नाव: आरती एम. आश

नोंदणी फी	रु. 19230.00
दस्त हाताळणी फी	रु. 1420.00
पृष्ठांची संख्या: 71	

A.M. Ash.

दस्त हजर करणाऱ्याची मही:

एकुण: 20650.00

मह दु. नि. का. बोरीवली 4

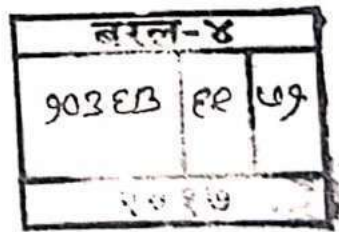
मह दु. नि. का. बोरीवली 4

दस्ताचा प्रकार: पर्यायी जागेचा करार

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

शिक्का क्रं. 1 27 / 07 / 2017 03 : 07 : 46 PM ची वेळ: (सादरीकरण)

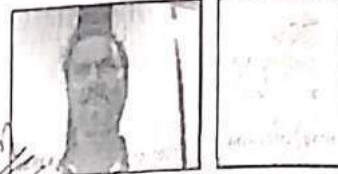
शिक्का क्रं. 2 27 / 07 / 2017 03 : 09 : 00 PM ची वेळ: (फी)



पता: हीरा कुलीर सीएचएन सीमीटेड, दफ्तरी रोड, मालाड ईस्ट  
पिन कोड: 400097

स्वाक्षरी

Suresh



2 नाथ रामपाल डी. सिंह

वय: 62

पता: हीरा कुलीर सीएचएन सीमीटेड, दफ्तरी रोड, मालाड ईस्ट  
पिन कोड: 400097

स्वाक्षरी

Nath



शिक्षा क्र. 4 ची वेळ: 27 / 07 / 2017 03 : 30 : 24 PM

शिक्षा क्र. 5 ची वेळ: 27 / 07 / 2017 03 : 50 : 58 PM नोंदणी पुस्तक 1 मध्ये

महाराष्ट्र राज्य नोंदणी कार्यालय

बरल-४		
१०३ ए३	७१	७१
२०१७		

Payment Details.

Payment Number  
MH003883947201718E

Defacement Number  
0002171687201718

10363 /2017

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- 2 Get print immediately after registration.

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प्रमाणित करणेत घेते की, या  
दस्तावेज एका ७१ पाने आहे.

सह. दुय्यम निबंधक, नागली क्र. ४,  
मुंबई उपनगर जिल्हा.

बरल ४/१०३ए३/२०१७  
पुस्तक क्रमांक - १, क्रमांक.....बर  
नोंदला. २७/०७/२०१७  
दिनांक :

सह. दुय्यम निबंधक, बोरीवली क्र.-४,  
मुंबई उपनगर जिल्हा.