



## AGREEMENT FOR PERMANENT ALTERNANTE ACCOMODATION

THESE ARTICLES OF AGREEMENT made and entered into at Mumbai this 22 day of September 2017.

#### BETWEEN

SHREEPATI JEWELS (previously known as SHREEPATI M/S. TOWERS) an association of persons consisting of (1) SHRI RAJENDRA RAMESHCHANDRA CHATURVEDI (2) SHRI TAPAS RAJENDRA CHATURVEDI having their office at Premises No. 401, 4th floor, Building No. 1, Shreepati Arcade, Nana Chowk, A. K. Marg, Mumbai - 400 036 hereinafter referred to as "THE PROMOTERS/OWNERS/DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be mean and include their respective heirs, executors and administrators and assigns) OF THE ONE PART

#### AND

MR. BHAVIK ARVINDKUMAR SHAH, adult, Indian inhabitant Room No. 2 and 8 on 4<sup>th</sup> and 1<sup>st</sup> Floor, in the Building No. 56 and 42, Shrinath Bhuvan (Satghar) Building and Manilal Mehta Building, situated at Khattar Ali Lane, Girgaon, Mumbai-400 004 on the land at Girgaon Division hereinafter called "THE TENANT/OCCUPANT" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to include his/her/their respective heirs, executors and administrators) of the OTHER PART.

#### WHEREAS:

A. As per one Indenture executed on 18.07.2005 (hereinatter referred to as "THE SAID INDENTURE") duly registered with the Sub-Registrar of Assurances at Mumbai under Setial No. BBE-1/07442/05 was entered into between one Shashichand Shriyanprasad Jain and 4 others therein referred to as the Vendor and Shreepati Jewels (AOP) (R. R. Chaturvedi) earlie Lindwa Shreepati Tower R. R. Chaturvedi)(herein after referred to as the "said AOP") therein referred to as the Purchasers, purchased the property lying being and situated on the land bearing no. 371 and 391, along with existing buildings for the redevelopment of the aforesaid property. (herein after referred to as the said property)

#### B. HISTORY

- The property bearing Cadastral Survey No.370 of Girgaon Division situated at Tatya Gharpure Marg, "D" Ward, Known as Pimpalwadi, situated at Girgaon, Mumbai 400 004, consisting of 11 chawls, godowns and two iron sheet sheds and more particularly described in the FIRST SCHEDULE hereto and shown by red colour boundary line (hereinafter referred to as "THE SAID FIRST PROPERTY") was a cessed property.
- II. In the year 1988, the Govt. of Maharashtra through MHADA had taken up a scheme known as Urban Renewal-Scheme under its Prime Minister's Grant Project for the purpose of redevelopment of pockets of the cessed/dilapidated properties in the island city of Mumbai.
- III. The said First Property was thereafter acquired by the State of Maharashtra under the provisions of Section 41 of the

Mait

-

MHAD Act, 1976 on 29th February, 1988 vide final notification No.11488/CR/1853/D II. The possession of the said First property was handed over to MHADA by Collector on 31st January, 1989 for the purpose of redevelopment under Urban Renewal Scheme. Thus the said First property vests with the Govt. free from encumbrances.

- Though MHADA had taken up a reconstruction scheme, the IV. same could not be proceeded due to protracted litigation initiated by the owners of the property M/s. Vinit Builders and the Pimpalwadi Bhadekaru Sangh formed by tenants of the said First property;
- With a view to avoid any claim by a Deed of Conveyance dated 8/1/2000 and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BBE/1817/2001 executed between the Vinit Builders Pvt. Ltd. (therein referred to as "the Vendor") of the one part and 1) SHRI RAJENDRA RAMESHCHANDRA CHATURVEDI, 15% (2) SMT. VEENA RAJENDRA CHATURVEDI 15% (3) SHRI. TAPAS RAJENDRA CHATURVEDI, 10%, (4) KUM. PALLAVI RAJENDRA CHATURVEDI, 10% the last two then being minors through their father and natural guardian SHRI RAJENDRA CHATURVEDI, (5) SHRI MAHENDRAKUMAR NATHALAL PUROHIT, 12 1/2% (6) SHRI KAUSHAL MAHENDRAKUMAR PUROHIT, 12 ½% (7) SMT. TEJAL

KAUSHAL PUROHIT, 12 1/2% and (8) SHRI KUNAL MAHENDRAKUMAR PUROHIT, 12 1/2% an association of persons (hereinafter referred to as the "said AOP") (therein referred to as "the Purchasers") known as Shreepati Tower [now known as Shreepati Jewels (R. R. Chaturvedi)] of the other part, the said AOP purchased the said First property from M/s. Vinit Builders.

\_VI. The compensation to be received on acquisition of the said First property by the MHADA is recoverable by the said AOP Regions in view of the above referred conveyance and as and when the same is received from MHADA the said AOP shall alone be entitled to the same & shall received the same and the Tenant/Flat Purchaser/Ultimate Co-operative Society shall not be in any circumstances entitled to claim the same or any part thereof.

- VII. The Pimpalwadi Bhadekaru Rahiwashi Sangh gave a proposal to MHADA thereby allowing themselves to develop the property through the said AOP. MHADA deliberated upon the aforesaid proposal and after discussion decided to grant no objection certificate under the provisions of DCR 33(7) of the DC Regulation. Accordingly NOC was issued on 27th February, 2001 for redevelopment of the said First property in favour of the said AOP.
- VIII. The Govt. granted stay on the NOC granted on 27.02.2001 resulting into litigation in the High Court and Hon'ble High Court by its order dated 30th April, 2002 set aside/quashed the NOC granted by the MHADA on 27.02.01 inter alia on various grounds. Being aggrieved by the said decision, MHADA, the said AOP and some of the tenants filed Civil Appeals in the Hon'ble Supreme Court bearing Civil Appeal No.4059-4060 of 2002, 4061-4062 of 2002, 4063-4064 of 2002 and 5053-5054 of 2002 and 2046-2047 of 2003 under its Special Appellate Civil Jurisdiction;
  - IX. The State of Maharashtra in pursuance of the direction given by the Supreme Court on 23rd September 02 deliberated the matter with MHADA authorities and filed an affidavit dated 15th February, 03 in the pending Civil Appeals thereby proposing a scheme for redevelopment with the participation of said AOP on certain terms and conditions.
  - X. On 7th March, 2003 the Hon. Supreme Court allowed the Appeals and set aside the order of the Bombay High Court dated 30th April, 2002.
  - XI. The Govt. of Maharashtra prescribed and issued guidelines vide its letter No. Writ Petition 2002/M.No.402/RAR dated 24.3.2003, in pursuance of the approval of the scheme by the Hon'ble Supreme Court on 7th March, 2003
  - XII. In pursuance of the Govt directions dated 24th March, 2003, necessary information was furnished to the tenants in a series of meetings and the scheme was explained in detail to all the tenants. Thus by following a transparent procedure as envisaged by Hon. Supreme Court the said AOP furnished the consent of 70 percent of the occupants in their support for the purpose of redevelopment. After due verification the MHADA issued a fresh no objection certificate dated 23rd

Chaile

P

May, 2003 to the said AOP with a condition that an agreement between MHADA and developer would be executed.

- XIII. In pursuance thereof on 30th June, 2003 an agreement duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-1/4612/03 was entered into between the MHADA (therein referred to as "MHADA") of the one part and the said AOP for the redevelopment of the said First property.
- XIV. In the events that have occurred, the said (1) Shri. Mahendra Nathalal Purohit (2) Shri Kaushal Mahendrakumar Purohit (3) Smt Tejal Kaushal Purohit (4) Shri Kunal Mahendrakumar Purohit and (5) Miss. Pallavi Rajendra Chaturvedi (6) Veena R. Chaturvedi have since retired and gone out of the said AOP and the Owners/Developers herein are the only members of the said AOP which was formerly known as Shreepati Tower (R. R. Chaturvedi).
- XV. One Shri Sukhanand Gurumukhrai was during his life time the owner of the property bearing Cadastral Survey No. 371 of Girgaum Division admeasuring about 3292.67 Sq.Mtrs equivalent to 3938 Sq.yds. or thereabouts and property bearing Cadastral Survey No.391 also of Girgaum Division admeasuring 170.57 Sq.Mts. equivalent to 204 Sq.Yds. or thereabouts with buildings standing thereon (hereinafter the abovementioned property bearing C. S. No.371 and C. S. no.391 are jointly referred to as "the said Second property") and aggregating in all to 3463.24 Sq.Mts. or thereabouts and more particularly described in the SECOND SCHEDULE hereunder written

The said Shri Sukhanand Gurumukhrai expired on 2nd February, 1931 leaving a Will dated 30th January, 1931 and appointed his wife i.e. Smt. Bhuribai Sukhanand Gurmukhrai as the sole Executirx and Trustee, whereby the said Second property were absolutely bequeathed to his wife Bhuribai Sukhanand Gurmukhrai.

XVII. The said Smt. Bhuribai w/o. Sukhanand Gurmukhrai applied to the High Court, Bombay for grant of Probate of the Will dated 30th January, 1931 of Sukhanand Gurmukhrai under Petition No.227/1931 and on 11th September, 1931, the

Conic

+

Hon'ble High Court Bombay was pleased to grant the Probate of the said Will.

- XVIII. The said Bhuribai Sukhanand Gurmukhrai died on or about 13th February, 1944 leaving a Will dated 5th May, 1937 (Will of Bhuribai Sukhanand Gurmukhrai is hereinafter referred to as "the said Will") appointing one Ladhuram Bidrichand Jain and Hardwarmal Kanaiyalal Bhataria as the executors and trustees of her said Will. The executors and trustees of the said Will applied for grant of Probate of the said Will under Petition No.258 of 1944 and on 12th October, 1944 the Hon'ble High Court, Bombay was pleased to grant the Probate of the said Will.
  - XIX. The said Will provided for giving in charity the income in the form of rent or otherwise arising out of the said Second property and other income as stated therein provided she does not adopt a child during her life time.
  - XX. The said Bhuribai Sukhanand Gurumukhrai did not adopt a child during her life time and thus a Charity Trust stood a created.
  - XXI. The trust was registered with the Charity Commissioner on or about 29th March, 1954 under NO.E-945 (Born) in the name of "Sukhanand Trust".
  - The name of the abovementioned trust was changed from "Sukhanand Trust" to "Seth Sukhanand Gurmukhrai Charity Trust" and the same is now known as "Seth Sukhanand Gurmukhrai Charity Trust" (hereinafter referred to as "the said Trust").
- Commissioner vide his Order dated 20, 10.70 (28th October, 1970) under Section 50 A (1) of the Bombay Public Trust Act, 1950.
- XXIV. It was not possible for the trust to manage the said Second property in view of the fact that there were 187 tenants occupying old buildings and structures which were in dilapidated condition inspite of having been repaired by MHADA and the trust had no funds to redevelop the said Second property.

(blait -

Since it was not in the interest of the trust to continue to  $o_{\mbox{\scriptsize Wn}}$ XXV. the said Second property and manage it without any gain and the scheme of the trust permitted the Trustees to sell the immovable properties subject to sanction of the Charity Commissioner the Trustees passed the resolution on 31st March 2004, whereby they decided to sell the said Second property on as is where is basis subject to the existing tenants and occupants and subject to sanction by the Charity Commissioner under the Bombay Public Trust Act.

XXVI. In pursuance thereto the trust invited offers from the public vide notices published in newspapers i.e. Indian Express (English) and Navabharat (Hindi) on 7th July, 2004.

XXVII. Pursuant to the said notices the said Trust received offers from various builders and the offer of the said AOP herein was accepted.

XXVIII. The Joint Charity Commissioner has vide his order dated 4th August, 2004 granted his sanction for the development and sale of the said Second property to the said AOP subject to the terms and conditions laid down in the order including the tender terms etc.

to the

Pursuant

sanctioned of the Joint Commissioner a Deed of Conveyance dated 18th July, 2005 Registered under Serial No.BBE-1-7442-2005, with the Registrar of Assurance, Mumbai, executed between (1) Shri Shashichand Sriyansprasad Jain (2) Shri Nitish Shashichand Jain, (3) Shri Ashwinkumar Kanhaiyalal Doshi, (4) Shri Vivek Shashichand Jain & (5) Shri Subhash Chandra Jain (therein referred to as "the Vendor") of the One Part and (1) Shri 🤯 Rajendra Rameshchandra Chaturvedi (2) Smt Veena

Rajendra Chaturvedi (3) Shri Tapas Rajendra Chaturvedi (4) Kum Pallavi Rajendra Chaturvedi the last two then being minors through their father and natural guardian Shri Rajendra Chaturvedi (5) Shri Mahendrakumar Nathalal Purohit (6) Shri Kaushal Mahendrakumar Purohit (7) Smt Tejal Kaushal Purohit And (8) Shri Kunal Mahendrakumar

Purohit, an association of persons known as Tower (R. R. Chaturvedi) [now known as Shreepati Jewels (R. R. Chaturvedi)] (therein referred to as the Purchasers) of the other part, the Vendors therein died thereby sell, convey

and assure unto and to the purchaser, the said Second property for the consideration and on the term and conditions set out therein and subject to the conditions of the said Order of the Joint Charity Commissioner dated 4th August, 2004.

- XXX. Originally prior to 1937, Amrutlal Amarchand and Ors. were the owners of the property admeasuring 3857 sq. yds. Equivalent to 3224.94 sq. mtrs. bearing C. S. No.372 of Girgaon Division formerly known as "Amarwadi" and more particularly described in the THIRD SCHEDULE hereunder written (hereinafter referred to as "the said Third Property").
- XXXI. By virtue of Deed of Conveyance dated 4th August, 1937 registered with the office of the Sub-Registrar of Assurances at Bombay under Sr. No.BOM-3794 of 1937 the said Shri Amrutlal Amarchand and Ors. sold, conveyed and transferred the said Third property to (1) Smt Bai Mithibhai wd/o. Lalji Doongersey and (2) Smt Bai Parvatton Wd/b. Jadavji Doongersey for the consideration and on the terms and conditions set out therein.
- AXXII. The said Smt Mithibai Wd/o. Lalji Doongersey died intestate at Mumbai on 12th January, 1942 (her husband talji Doongersey having predeceased her on 25th November 1932). The said Shri Lalji Doongersey and Smt Bai Mitibai Lalji Doongersey had no issues during their lifetime. Thus her two Nephews Gordhandas Jadavji Ruparel and Narandas Jadavji Ruparel became her only heirs and legal a representative according to the law by which she was governed at the time of her death.
- XXXIII. The said Bai Parvatibai Wd/o Jadavji Doongersey died intestate at Mumbai on 12th July, 1969 leaving behind her two sons Gordhandas Jadavji Ruparel and Narandas Jadavji Ruparel as her only heirs and legal representatives according to the law by which she was being governed at the time of her death.
- XXXIV. In the circumstances stated hereinabove, the said Shri Gordhandas Jadavji Ruparel and Shri Narandas Jadavji each had one half i.e. to say 50% undivided share, right, title and interest in the said Third property more particularly described in the Third Schedule hereunder written.

Waile

XXXV. Gordhandas Jadavji Ruparel died intestate at Mumbai on 30th May, 1973 leaving behind Smt Laxmibai Gordhandas Ruparel (wife) and Shri Shrikant Gordhandas Ruparel (son) as his only heirs and legal representatives according to the law by which he was being governed at the time of his death.

XXXVI. The said Shri Narandas Jadavji Ruparel died intestate at Mumbai on 25th November, 1986 leaving behind Smt Srideviben Narandas Ruparel (wife) as his only heir and legal representative according to the law by which he was being governed at the time of his death.

XXXVII. In the circumstances stated hereinabove, Smt. Laxmibai Wd/o Gordhandas Jadavji Ruparel and Shri Shrikant S/o Gordhandas Jadavji Ruparel, jointly have one half i.e. 50% (i.e. 25% each) undivided share, right, title and interest and the said Shri Srideviben Wd/o Narandas Jadavji Ruparel become entitled to 50% undivided share, right, title and interest in the said Third property.

XXXVIII.

63

XXXIX.

II. By Deed of Conveyance dated 31st May, 2006 duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE-1 5465/1 of 2006 executed by and between the Smt. Laxmibai Wd/o. Gordhandas Jadavji Ruparel and Shrikant S/o Gordhandas Jadavji Ruparel (therein referred to as "The First Vendors") of the First part and Smt Srideviben wd/o. Narandas Jadavji (therein referred to as "The Second Vendor") of the Second Part and M/s. Rohan Developers Pvt. Ltd. (therein referred to as "the purchasers") of the Third Part, the Vendors (the First Vendors and the Second Vendor therein for the sake of convenience are referred to as "the Vendors") therein did

undivided share, right, title and interest in the said Third property along with structures standing thereon for the consideration and on the terms and conditions mentioned therein.

thereby grant, sell, convey transferred, assign and assured jinto and in favour of Purchasers therein their respective

By virtue of Deed of Conveyance dated 19th December, 2006 duly registered with the Sub-registrar of Assurances at Mumbai under Sr. No.BBE-1-00471-2007 dated 12th January, 2007 executed by and between M/s. Rohan

(un cuite

Developers Pvt. Ltd. (therein referred to as "the Vendors") of the one part and Shreepati Towers (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) an association of Persons as consisting of (1) Shri Rajendra Chaturvedi, (2) Smt Veena R. Chaturvedi and (3) Master Tapas R. Chaturvedi through his father and natural guardian Shri Rajendra R. Chaturvedi (the last tow being sleeping and/or inactive members, the Owners/Developers herein (therein referred to as "the Purchasers) of the other part, the Vendor therein died thereby sells, transfer, grants, assures and conveys unto the Purchasers therein the said Third Property.

By Deed of Conveyance dated 15th December, 2006 duly

XL.

registered with the Sub-registrar of Assurances at Mumbai under No.BBE-2-12231-2006 on 21st August, 2007 executed between Mr. Jayantilal Karsandas Sheth, (2) Mr. Surendra Maneklal Mehta and (3) Mr. Jasvantrai Kanji Dholakia being the Trustees and authorized signatories of Shri Dasha Sorathia Vanik Welfare Society a Charitable Trust duly registered under the Bombay Public Trust Act. (therein referred to as "the Vendors") of the One Part and Shreepati Tower (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) an association of persons and consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Master Tapas Rajendra Chaturvedi, through his father and natural Guardian Shri R. R. Chaturvedi (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece of parcel of land or ground of Pension and Tax Tenure with messuage tenements dewellers standing thereon Valtuated Cat Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.430 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as "the said Fourth property") for the consideration and on the terms and conditions set out therein.

10

By another Deed of Conveyance dated 19th December 2006 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-1-00472-2007 on 12th January 2007 executed between Rohan Developers Pvt. Ltd. (therein referred to as "the Vendors") of the One Part and Shreepati Towers (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) an association of persons consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Master Tapas Rajendra Chaturvedi, through his father and natural Guardian Shri R. R. Chaturvedi (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dewellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.378 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Fifth Schedule hereunder written (hereinafter referred to as "the said Fifth property") for the consideration and on the terms and conditions set out therein.

XLI.

2006 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-2-00018-2007 on 2nd January 2007 executed between Sukhidevi Bhanwarlal Jain through her Constituted Attorney Shri Bhanwarlal Jain (therein referred to as "the Vendor") of the One Part and Shreepati Towers R. R. Chaturvedi) now known as Shreepati Jewels (R. R. haturvedi) an association of persons consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Master Tapas Rajendra Chaturvedi, through his father and natural Guardian Shri R. R Chaturvedi (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of

By another Deed of Conveyance dated 19th December,

1 -1/c

Pension and Tax Tenure with messuage tenements dewellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.377 and 378 (part) of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Sixth Schedule hereunder written (hereinafter referred to as "the said Sixth property") for the consideration and on the terms and conditions set out therein.

XLIII. By another Deed of Conveyance dated 16th February 2007 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-1-01489-2007 on 17th February 2007 executed between (1) Smt. Sarla Joshi and (2) Smt. Vijay Laxmi, through their Constituted Attorney Shri Sandeep V. Joshi (therein referred to as "the Vendors") of the One Part and Shreepati Towers (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) an association of persons consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Master Tapas Rajendra Chaturvedi, through his father and natural Guardian Shri R. R. Chaturvedi (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage standing thereon situated tenements dewellers Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.380 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Seventh Schedule. hereunder written (hereinafter referred to as the said Seventh property") for the consideration and on the terms gy 12 94 and conditions set out therein.

XLIV. By another Deed of Conveyance dated 12th July 2007 duly registered with the Sub-registrar of Assurances at Mumbal under No.BBE-3-313-2007 on 13th July 2007 executed between Smt. Shardaben Chandrakant Bundela (therein referred to as "the Vendor") of the One Part and Shreepati

Waite -

12

in the Ninth Schedule hereunder written (hereinafter referred to as "the said Ninth property") for the consideration and on the terms and conditions set out therein.

XLVI. By another Deed of Conveyance dated 9th December 2009 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-3-10895-2009 on 10th December 2009 executed between (1) Shrikant Gordhandas Ruparel and (2) Srideviben Narandas Ruparel (therein referred to as "the Vendor") of the One Part and Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as consisting of (1) Shri Rajendra Shreepati Towers) Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Tapas Rajendra Chaturvedi, (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dewellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.381 of Girgaum Division at the Registration; District and Sub-District of the Island City of Bombay and more particularly described in the Tenth Schedule hereunder written (hereinafter referred to as "the said Tenth property") for the consideration and on the terms and conditions set out therein.

By another Deed of Conveyance dated 6th May 2010 duly registered with the Sub-registrar of Assurances at Mumbal under No.BBE-3-4444-2010 on 6th May 2010 executed between (1) Pratap Gordhandas (2) Hansraj Damodar (3) Sudhir Hansraj (4) Hemant Vijaysingh and (5) Vijaysingh Gordhandas being the Trustees of The Mehsana Trust (Satya Narayan Mandir Trust) (therein referred to as "the Vendors") of the One Part and now known as Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Tapas Rajendra Chaturvedi, (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers") of the other part, the

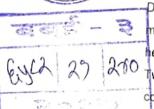
XLVII.



Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dewellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.388 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Eleventh Schedule hereunder written (hereinafter referred to as "the said Eleventh property") for the consideration and on the terms and conditions set out therein.

XLVIII.

By another Deed of Conveyance dated 31st July 2010 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-3-8018-2010 on 31st July 2010 executed between Mrs. Sharda Himatlal Mehta (therein referred to as "the Vendor") of the One Part and Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Tapas Rajendra Chaturvedi, (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dewellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.385 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Twelfth Schedule ereunder written (hereinafter referred to as "the said welfth property") for the consideration and on the terms and conditions set out therein.



XLIX

By another Deed of Conveyance dated 24th December 2010 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-3-9553-2010 on 24th September 2010 executed between (1) Ashok Rasika alias Rasikkumar Kale, (2) Vilas Rasik alias Rasikkumar Kale, (3) Smt. Rekha Kishor Kale nee Rekha Rasik alias Rasikkumar Kale, (4)





Sureshkurma Upendranath Kale, (5) Bal Sharad alias Sharadkumar Kale, (6) Harish Sharad alias Sharadkumar Kale, (7) Rajnath Surendranath Kale, (8) Smt. Anjali Kishor Kale (9) Hemant Kishor Kale and (10) Smt. Sarojini Bal Vasaikar nee Sarojini Surendranath Kale (therein referred to as "the Vendors") of the One Part and Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Tapas Rajendra Chaturvedi, (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dewellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.356 of Girgaum Division at the Registration District and Sub-District of the Island City of Borobay and more particularly described in the Thirteenth Schedule hereunder written (hereinafter referred to as "the said" Thirteenth property") for the consideration and on the terms and conditions set out therein.

By another Deed of Conveyance dated 5th August 2011 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-2-6813-2011 on 17th September 2011 executed between Shri Kalian Vanmamalai Ramanuja Jeer Swamiji, the Trustee of Shree Vanmamalai Mutt (Shree Vaishnav Mutt) (therein referred to as "the Vendors") of the One Part and Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Tapas Rajendra Chaturvedi, (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage dewellers standing thereon situated tenements Kandewadi outside the Fort of Bombay wherein Cadastral

L.

Wash -

Survey No.387 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Fourteenth Schedule hereunder written (hereinafter referred to as "the said Fourteenth property") for the consideration and on the terms and conditions set out therein.

By another Deed of Conveyance dated 31st December 2012 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-5-722-2013 on 13th February 2013 executed between (1) Shri Janardan Shripad Satghar, (2) Shri Shrihari Shripad Satghar, (3) Shri Shrikrishna Shripad Satghar (4) Shri Narayan Shripad Satghar and (5) Mrs. Neelam Pradip Mastkar nee Ms. Neelmani Shripad Satghar (therein referred to as "the Vendors") of the One Part and Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Tapas Rajendra Chaturvedi, (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned. released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dewellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No. 379 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Fifteenth Schedule hereunder written (hereinafter referred to as "the said Fifteenth property") for the consideration and on the terms and conditions set out therein

Eyl2 22

LI.

Under these circumstances, the said M/s. Shreepati Jewels (R. R. Chaturvedi) (previously known as Shreepati Towers (R. R. Chaturvedi) an association of persons consisting of (1) Shri Rajendra Chaturvedi, (2) Smt. Veena R. Chaturvedi and (3) Shri Tapas R. Chaturvedi Association of Persons (being the Owners/ Developers herein) became the absolute owners of the aforesaid Fifteen properties.

- LIII. All The aforesaid 17 properties together hereinafter for the sake convenience referred to as "the said entire property".
- LIV. The Owners/Developers obtained necessary consents of the required number of tenants on the said properties and applied for permission for development of the said properties under Development Control Regulation i.e. DCR 33(7) on 23/07/2004 and obtained NOC from MHADA on 23/08/2004.
- LV. The Hon'ble Supreme Court of India has, by its order dated 18/08/2006 in Civil application No. 4063-64 of 2006 of in SLP/Civil Appeal No. 1/2006 of 2006, allowed the Owners/Developers to develop the said Second property properties by amalgamating the same with the First property under the provisions of the Development Control Regulation 33(7) r/w 33(9).
- LVI. Thereafter the Owners/Developers applied for the development of the said properties in accordance with the provisions of DCR 33(9) read with 33(7) and which permission has been granted by MHADA by its Order dated 14/11/2006.
- LVII. The Owners/Developers herein had applied for the redevelopment of the said entire property in accordance with the provisions of DCR section 33(9) read with section 33(7) and which permission has been granted by M.B.R&R Board vide No. R/NOC/F-430/6482/MBRRB 06 dated 2nd December, 2006 giving no objection for amalgamation and redevelopment of the said First property, Second property, Third property and Fourth property.
- LVIII. The plans for redevelopment of the said First, Second and Third property have been earlier sanctioned for Shreepati Jewels D wing upto 36 floors having respective area of the each flat including fungible area. However, I.Q.D. is issued for construction only upto 21 floors by the MCGM under No. EB/8190/D/A dated 28th August, 2007 as then the approval of the High Rise Committee was awaited. However the new plan has been submitted before necessary authority for constructing ground plus 56 floors or as may be approved by the aforesaid necessary authority.

Waite -

- Pursuant to the Government Resolution dated 2nd March, LIX. 2009, the Owners/Developers had applied for issue of L.O. under D.C.R. 33(9) for redevelopment of the said entire property under Cluster Development Scheme to the to the High Power Committee.
- A presentation was made to High Power Committee for the LX. cluster redevelopment on plot bearing C. S. Nos. 427, 428 to 437, 439, 374, 374/2, 375, 376, 377, 1/378, 378, 379 and 373 by amalgamating the aforesaid plots with plots bearing C. S. Nos. 370, 371, 372 and 391 under Phase - I to IV of Girgaon Division aggregating 34019.96 sq. mtrs. under proposal for aforesaid 33(9). The D.C.R. Redevelopment was in principle approved and the same was recommended to U.D. Department for their concurrence and clarification on 25th August, 2009. The plan of aforesaid 17 properties under cluster development are already submitted for approval with necessary authorities and the same is under process.
- LXI. The Developers has complied with the Hon'ble Supreme Court Order dated 7th March, 2003 by handing over 134 tenements to MHADA on 5th July, 2010. The MHADA has taken over the possession of the said 134 Tenements. The MHADA has also issued NOC and further permitted the Owners/Developers vide its letter dated 20th January, 2012 for composite redevelopment by amalgamating adjacent plots to the plot bearing C. S. No. 370 under D. C. Regulations 33(7)/33(9).

The Owners/Developers therefore further applied for the amalgamation of 10 plots i.e. the said entire property alongwith five other Plots bearing Nos. 380, 381, 387, 388 and 390 admeasuring 14458.70 sq. mtrs. in aggregate having 1209 Residential premises and 126 Non Residential premises in accordance with the provisions of DCR section 33(9) 33(7) and the permission has been granted by MCGM vide its letter bearing No. EB/6460/D/AL dated 9th April 2012 giving no objection for amalgamation and redevelopment of

LXIII. The Owners/Developers further applied vide letter dated 28th May 2012 for the amalgamation of aforesaid 17 plots

the aforesaid 10 Plots.

admeasuring 15840.11 sq. mtrs. in aggregate having 1344 Residential premises and 124 Non Residential premises in accordance with the provisions of DCR section 33(9) read with section 33(9)/33(7).

- The MCGM vide its letter dated 18-6-2013 bearing No. LXIV. EEBP/6460/D/AL approved the amalgamation of seventeen properties.
- The Owners/Developers are constructing a Building LXV. consisting of 7 Wings out of which Wings "A, D & E" are for free sale premises etc. exclusively by Owners/Developers and Wings B, C, are for accommodating tenants of the said accommodating for F is Wing property. tenants/occupants of the said Second property and Wing G is for accommodating all tenants/occupants on the said Third property and Wing J is for accommodating all tenants/occupants of said Fourth property.
- The Owners/Developers are now phase wise developing balance portion of the said entire property by constructing LXVI. various buildings including 2 further Wings consisting of ground part Stilt + 2 podium, one double height on 3rd 1000/3 4th floor service floor, and 54 upper floors to be known as Diamond & Pearls, "D" Wing & "E" Wing respectively
- The Owners/Developers had applied for approval of proposal under D.C.R. 33(9) for 17 properties on 24 or 2017 LXVII. and the same has been approved by Hon'ble Municipal Commissioner in principle to be placed in High Power Committee.
- The Nodal Officer has processed the proposal to be placed in front of High Power Committee for approval of 17 LXVIII. Gy 12 26 250 properties.
  - The Tenant/Occupant has become the Tenant/Occupant vide Transfer of Tenancy Agreement dated, 22 06 2017 bearing Registration No. BBE1-3754-2017 dated 25:07:2017 LXIX. registered with Sub-Registrar of Assurance, in respect of Residential premises No. 2, 4th Floor, admeasuring 50,26 Sq. Mtr. Carpet Area in the Building No. 56, Shrinath Bhuvan (Satghar) Building, situated at Khattar Ali Lane, Girgaon, Mumbai-400 004 on the land bearing C.S. No. 379 Girgaon Division.
  - The Tenant/Occupant has become the Tenant/Occupant vide Transfer of Tenancy Agreement dated 7 03 2017 LXX.

bearing Registration No. BBE3-1306-2017 dated 23.06.2017 registered with Sub-Registrar of Assurance, in respect of Residential premises No. 8, 1<sup>st</sup> Floor, in the Building No. 42. Manilal Mehta Building, situated at Khattar Ali Lane. Girgaon, Mumbai-400 004 on the land bearing C.S. No. 385 Girgaon Division (hereinafter referred to as "the said Tenanted premises").

LXXI. The Tenant/Occupant has become the Tenant/Occupant in respect of Residential Room premises Room No. 2, and 8 on 4th and 1st Floor, admeasuring 50.26 Sq. Mtr. and 10.57 Sq. Mtr. Carpet Area in the Building No. 56 and 42, Shrinath Mtr. Carpet Area in the Building No. 56 and 42, Shrinath Bhuvan (Satghar) Building and Manilal Mehta Building. Bhuvan (Satghar) Building and Manilal Mehta Building. Situated at Khattar Ali Lane, Girgaon, Mumbai-400 004 on the land bearing C.S. No. 379 and 385 Girgaon Division the land bearing C.S. No. 379 and 385 Girgaon Division (hereinafter referred to as "the said Tenanted premises") at the Monthly rent of Rs.702/- per month for residential premises.

LXXII. The Tenant/Occupant being the Tenant/Occupant of the original premises states, declares and records that he/she/they/ has/have signed and executed the Irrevocable consent as required by MHADA states and declares that the said consent is valid and subsisting and binding on him/her/them and has been given out of his/her/their own free will and without any pressure.

LXXIII. Being the Tenant in respect of the said 17 Properties, The Tenant/Occupant herein is eligible to receive from the Owners/Developers free of costs and on ownership premises and in lieu of the said tenanted premises, a Permanent Alternative Accommodation as per the provisions of the MHADA Act., 1976 in the new building that the Owners/Developers will be constructing on the said Second Property.

The Developer has agreed to allot to the Tenants/Occupants an area admeasuring 123.81 Sq. Mtr. Carpet area (i.e. 1332.76 Sq. Ft. Carpet area including fungible area) in a of the old tenanted premises with an additional cost of Rs.85,31,000/-(Rupees Eighty Five Lakh Thirty One Thousand only) including Vat/Service Tax and all other applicable taxes.

A sum of 85,310/-(Rupees Eighty Five Thousand Three Hundred and Ten only) being 1% of consideration amount is deducted simultaneously herewith as Tax Deducted at Source to be paid over to the income tax authorities. The same shall be paid by the Purchaser within seven days of the execution hereof. A challan certifying such payment to the taxation department shall be handed over to the Promoter.

LXXV. The Tenant/Occupant has paid to the Promoter the said consideration of Rs.85,31,000/-(Rupees Eighty Five Lakh Thirty One Thousand only) as a full and final consideration.

LXXV. In the circumstances the Owners/Developers have agreed to allot to the Tenant/Occupant premises having residential premises No. 3603 and 3604 on 36th Floor admeasuring 123.81 Sq. Mtr. Carpet area (i.e. 1332.70 Sq. Ft. Carpet area including fungible area) of the building to be known as Shreepati Jewels - Ruby "A" Wing constructed on the said Second Property as and by way of Permanent Alternate Accommodation in lieu of the original tenanted premises. (hereinafter referred to as the "said residential Premises")

LXXVI. The Tenant/Occupant demanded Owners/Developers and the Owners/Developers have given inspection to the Tenant/Occupant of all the documents of title relating to the said Property, the said new premises, the agreements between the Owners/Developers of the said entire property and the plans, designs and specifications prepared by the Architect and of such other documents as Maharashtra Ownership under per specified (Regulation of the promotion of Construction, Sale, Management & Transfer) Act. 1963 (hereinafter referred to as "the said Act") and the rules made there under.

Under the said RERA Act, the Owners/Developers are LXXVII. required to execute a written Permanent Alternate Accommodation of the said residential premises to the Tenant/Occupant being in fact, these presents and it is also required that the said agreement be registered under the Registration Act and which the said Tenant/Occupant have agreed to lodge for registration with the relevant registering authority and inform the Owners/Developers to enable them to admit the execution within the statutory period 010.0

The Promoter have proposed to construct a residential building on C. the Said Property. The Promoter have through the ligensed Architect. M/s. L. D. Shah & Associates prepared the building plans for the residential buildings on the Said Property and submitted the same for approval. The Promoter have also appointed Mr. M. R. Patil of M/s. M. R. Patil & Associates, as Structural Engineers for preparing structural designs; drawings and specifications of the said Residential buildings and the Tenant/occupant accept the professional supervision of the said Architect and said Engineers till the

construction of the said residential complex, unless  $\mathsf{oth}_{\mathsf{env}_{|S_{\mathsf{e}}}}$ changed.

The Building plans for proposed residential building to be named D. Shreepati Jewels Ruby Wing "A" has been approved by the Municipal Corporation of Greater Mumbai (M.C.G.M.) and the Executive Engineer, Building Proposal (Western Suburbs), "D" Ward, under Intimation of Disapproval (I.O.D.) bearing No. EEBP/8190/D/A dated 24.01.2017, and Commencement Certificate No. EEBPC/8190/D/A dated 05.05.2010 for bearing No. construction of amongst others the sale building on the said property and the same are subsisting.

E. Copies of the following documents are annexed hereto as Annexure I to XII.

- ١. Copies of the Property Card.
- 11. A copy of NOC dated 23.08.2004
- Copy of order dated 18/08/2006 in Civil application No. 4063-64 of 111. 2006 of in SLP/Civil Appeal No. 1/2006 of 2006.
- IV. Copy of order dated 2nd December, 2006
- V ST Copy of Intimations of Disapproval bearing No. EEBP/8190/D/A dated 25.06.2003.
- U.D. Department clarification dated 25th August, 2009 VI.
  - Copy of Commencement Certificate bearing No. EEBPC/8190/D/A dated 05.05.2010.

Letter bearing No. EB/6460/D/AL dated 9th April 2012 VIII.

The title certificate in respect of the said "SHREEPATI JEWELS Ruby WING-A" has been issued by Advocate Ms. Annie

Fernandes

XI.

XII.

Copy of typical Floor Plan.

- No Objection Certificate bearing No. R/NOC/F 430/6482/MBRRB-
- A copy of the layout plan for entire property along with FSI and Built

- F. The tenant/ occupant has/have demanded from the Promoter and the Promoter have given to the tenant/ occupant inspection of all the documents of Title in respect of the said Property and the Plans, Designs, Specifications prepared by the Promoter Architects and approved/sanctioned by Municipal Corporation of Greater Mumbai, and all such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the Said MOFA Act") and Rules made thereunder as amended from time to time.
- G. The tenant/ occupant has/have prior to the execution of this agreement independently have seen and perused the title certificate annexed to this agreement and also otherwise satisfied himself/herself/themselves/itself about the title of the Promoter to the said property and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled, to further investigate the title of the Promoter and no requisitions or objection shall be raised on any matter relating to the title by the Flat Tenant/occupant after execution of this agreement.
- H. It is clarified by the Promoter that the aforesaid sanctioned building plans, although approved by M.C.G.M. are liable to be amended or revised and/or changed by M.C.G.M. and other concerned public bodies and authorities as also by Promoter/s. The Promoter reserve the right to do so and this right of the Promoter as also the right of the Promoter to amend the plans is hereby acknowledged and accepted by the tenant/ occupant.
- I. The Tenant/Occupant has/have agreed to acquire from the Owners/Developers and the Owners/Developers hereby agree to provide to the residential premises No. 3603 and 3604 on 36th Floor admeasuring 123.81Sq. Mtr. Carpet area (i.e. 1332.70Sq. Ft. Carpet area including fungible area) of the building to be known as Shreepati Jewels Ruby "A" Wing constructed on the said Second Property as and by way of Permanent Alternate Accommodation in lieu of the original tenanted premises situated at Girgaon, with full notice of and on the basis of the terms, conditions and provisions contained herein and the various documents, writings etc. referred to in this agreement.
- J. This agreement is entered into by the Tenant/Occupant on a specific understanding that the Tenant/occupant shall not insist

Want -

upon the Conveyance being executed in favour of the proposed/said Society until the Development of the said Building known as "Shreepati Jewels – Ruby Wing "A" is still under construction. It is agreed between the parties that if possession of the said non- residential premises is given to the Tenant/Occupant he/she/they would accept the same if the basic ammines such as lift, elevator, electricity/ power, drainage, water, fire-fighting facilities are made available to the tenant/occupant by the Developers even after obtaining part Occupation Certificate from necessary authorities.

K. Relying upon the application, declarations and agreement herein contained the Promoter have agreed to hand over to the Tenant/Occupant the said residential premises at free of cost along with the additional area as agreed to acquire by the Tenant/Occupant and on ownership basis and on terms and conditions hereinafter appearing.

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

 The recitals hereinabove shall form and forms an integral and operative part of this Agreement as if the same were incorporated herein verbatim and shall be interpreted and construed and read accordingly.

The Promoter are constructing a Building to be known as "Shreepati Jewels – Ruby Wing "A" consisting of Residential as well as non –residential Building as per plans sanctioned by M.C.G.M. under Intimation of Disapproval (I.O.D.) bearing No. EEBP/8190/D/A dated 28.08.2007, and Commencement Certificate bearing No. EEBPC/8190/D/A dated 26.06.2003 issued by Executive Engineer, Building Proposals, D ward. The Tenant/occupant hereby confirmed that he/she/they has/have inspected the Original of the said Sanctioned Plans, Intimations of Disapproval (IOD) and Commencement Certificate.

The Tenant/Occupant has/have agreed to acquire from the Owners/Developers and the Owners/Developers hereby agree to provide to the Tenant/Occupant premises No. 3603 and 3604 on 36<sup>th</sup> Floor admeasuring 123.81 Sq. Mtr. Carpet area (i.e. 1332.70

250

( ais

7

Sq. Ft. Carpet area including fungible area) of the building to be known as Shreepati Jewels – Ruby "A".

- 4. As per RERA, "carpet area" means the net usable floor area of an apartment/flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 5. As per DCR 33 (7) Carpet area means that Self-contained Residential of minimum 400 sq. ft. and maximum 753 sq.ft. carpet area are given to the old residential tenants/occupants and Non-Residential are given an area equivalent to their old area including Fungible area as applicable.
- 6. It is expressly agreed that the said residential premises shall contain specifications, fixtures, fittings and amenities and the tenant/occupant confirm/s that the PROMOTER shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said premises.
- The tenant/occupant agree/s to pay to the Promoter the taxes in the following manner:-
  - (i) Rs.3,000/- (Rupees Three Thousand only) for meeting all legal cost, charges and expenses including professional cost of attorney at law, advocates and solicitors of the Owners/Developers in connection with the cost of preparing and engrossing this agreement.
  - (ii) Rs.561/- (Rupees Three Hundred Sixty One only) for share money of 5 (Five) shares of Rs.50/- (Rupees Fifty only) each and Rs.111/- (Rupees One Hundred Eleven only) towards entrance fee of the proposed Co-operative housing society or limited company.
  - (iii) The Owners/Developers shall utilize the amounts as mentioned in Clause 8(I) paid by Tenant/Occupant/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the

maile -

- The Tenant/Occupant is informed that the cost of (viii) proportionate common areas has been charged to the Tenant/Occupant. The Tenant/Occupant has prior to the execution of this Agreement, satisfied himself as to the measurements of the Carpet Area, the Usable Carpet Area and the Proportionate area of Common Areas.
- Rs.5,99,250/- (Rupees Five Lakh Ninety Nine Thousand (ix) Two Hundred & Fifty Only) towards the Corpus Fund.
- Rs.1,00,000/- (Rs. One Lakh only) charges towards facilities (x) of swimming pool, club house, filtration plant changing rooms shall be utilized by the Owners Promoters providing infrastructure.
- The Tenant/occupant hereby agrees that in the event any 9 by way of premium or Security Deposit or betterment charges or development charges or tax for the purpose of giving water connection, and electricity connection or any other tax or payment of a similar nature is payable to the Municipal Corporation of Greater Mumbai or to the State Government Government, the same shall be paid by the Tenant/occupant do the Promoter in proportion to the area of the Said residential premises and in determining such amount the discretion of the Promoter shall

be conclusive and binding upon the Tenant/occupant . Such

proportionate consideration paid by him and in further event of carpet area being increased the Tenant/Occupant will pay the proportionate additional consideration amount which will be intimated by the Promoter to the Tenant/Occupant.

- 15. It is hereby expressly clarified, agreed and understood between the parties hereto that:
  - a) The Promoter are as aforesaid have commenced constructing a building to be known as "Shreepati -RUBY Wing "A" and shall construct the said building consisting of ground and upper floors on the said property in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Tenant/occupant with such variations and modifications as the Promoter may be required by the concerned local authority or the Government to be made in them or any of them or as may be desired by the Promoter. The Tenant/Occupant hereby expressly consent to Promoter re-designing any building or buildings recreation area or internal road and passages and such other area or areas which the Promoter may desire a mealign shall have to and redesign. Provided that the Promoter obtain prior consent of the Tenant/occupant in respect of such variations or modifications which may adversely affect unit the flat/shop/garage/office etc., of the Tenant/occupant . Till the construction of the building "Shreepati -RUBY Wing "A" is completed and the F.S.I. and/or T.D.R. available on the said property is fully utilised by the Promoter and the amount or amounts receivable by the Promoter and all the carried be required to obligations. Tenant/Occupant herein and the other Tenant/Occupant of premises from the said Promoter, are fulfilled, the Promoter shall not be bound and shall not be called upon or required to form any co-operative Society, Limited company condominium of Apartment Owners, as the case may be The Tenant/Occupant agree and irrevocably consent not to raise any demand or dispute or objection in that behalf.
  - (b) The Promoter shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR, respectively for construction on the

32

aile

Property or any part thereof as set out in the First Schedule hereunder written. Till the said Building "Shreepati –RUBY Wing "A" is completed and the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Tenant/occupant herein and other Tenant/occupant of premises from the Promoter are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any Co-operative Society. Limited Company or Condominium or Apartments as the case may be and the Tenant/occupant agree/s and irrevocably consent/s not to raise any demand or disputerors.

- (m) The Tenant/occupant agree/s and undertake/s permit and give the Promoter / Promoter/s all facilities for making such additions, alterations or to put up any additional structures of floors, on the said property which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or limited company is formed and registered and the said property and the said building or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats etc., are handed over to the respective Tenant/occupant of such premises etc. The Tenant/occupant agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- (n) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Tenamoccupant herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Tenant/occupant nor the Common Organization shall raise any dispute or objection thereto and the



36

hereby grants his/her/their irrevocable Tenant/occupant consent to the same:

- The Common Organization shall admit as its members a (o) new and units/premises/ tenements whenever constructed on the sain building.
- The Promoter hereby reserve their right to give for the (p) purpose of advertisement or by putting up hoardings or Neon Light hoardings including Promoter name and logo, etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of lease or assignment in favour of the estate or common organization to be formed by the flats/premises/commercial premises etc. Tenant/occupant . If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter/ shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Tenant/occupant will not object to the same for any reason

any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and Tenar Voccupant neither himself nor though the ultimate organization raise any objection thereto. 200

whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and

Tenant/occupant shall not be entitled to any rebate and/or concession in the additional price which he is likely to pay for the acquiring the additional area at his/her/their residential premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on

ca

account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.

17

It is further expressly clarified, agreed and understood by and between the parties hereto that the lower stilt and upper stilt, center portion of the Mechanical car parking space, all open spaces of the compound and the common terrace above the topmost floor of the said Building shall always absolutely and exclusively belong to the Promoter / Promoter/s and the Promoter / Promoter/s shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said Building. The Promoter / Promoter/s shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Tenant/occupant or the said Common Organization. nor the said Common and neither the Tenant/occupant Organization shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular Satellite Communications etc. for which purpose the Promoter (Promoter/s shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoter / Promoter/s deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees. It is hereby expressly agreed that in case of further expansion more particularly the vertical expansion of the said Building by way of additional floor/s, the Promoter / Promoter/s shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoter / Promoter/s and the Tenant/occupant and/or the said Common Organization shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Tenant/occupant will permit the authorized representative/s deputed by the Promoter/said Common Organization to go to the said common terrace to install, check up and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favour of the Promoter / Promoter/s shall remain



in force till assignment/sub-lease when executed in favour of the part of the said Common Organization and thereafter, still the Promoter Promoter/s shall have rights in terms of the covenants that shall be part of the assignment/sub-lease when executed in favour of the

The Promoter has represented that the mechanized parking  $a_{\text{ng}}$ 18 balance basement and stilt (lobby) etc. which areas form part and parcel of the common areas which are common to all the Tenant/occupant . The Tenant/occupant has been charged with a specific right to park vehicle / cars in the mechanized parking which area has been sanctioned by the corporation for parking vehicles The Tenant/occupant is also aware that the Promoter/s have already allotted to some Tenant/occupant the exclusive right to park vehicles / cars in the Mechanical car parking space passed for parking vehicles, podium, stilt and parking floor areas shown in the plan hereto. A list of such exclusive rights which has already been given to the Tenant/occupant and the Tenant/occupant herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society in the meeting of the society, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforestated are both inheritable and transferable and will stand attached to the said residential premises and the same shall not be transferred by the Tenant/occupant transfer of the said premises. The Tenant/occupant agrees and otherwise than with the undertakes to support any further exclusive rights to park that may ore ated by the Promoter/s herein in favour of the

Tenant/occupant which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or otherwise in any other meeting. The Tenant/occupant is aware that relying on the aforesaid assurances and undertakings, the

Tenant/occupant will be confirming the exclusive rights to park as

consent and confirm to the Promoter/s granting such exclusive rights to flat etc. purchasers. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Tenant/occupant and the Tenant/occupant would be deemed to have assented to any resolution put up by the society or Managing Committee referred to hereinabove.

19

20

Notwithstanding anything what is contained herein to the contrary, it Promoter and between the agreed expressly Tenant/occupant that the Promoter shall be entitled to utilise and enjoy, either personally or through any nominee, all area or areas forming part of the said Property, as may be available from time to time, by utilising the same as the Promoter may deem fit. The Tenant/occupant is/are specifically made aware that the proposed building is sanctioned by M.C.G.M. The Promoter may be required, either by M.C.G.M. or MMC or Commercial Considerations, to amend, alter or modify the layout, plans of the said entire Property. The Tenant/occupant shall not and do not have any objection either to modification or amendments in the plans of the any of the Building to be constructed on the said entire property under new DCR 20(34) as long as it does not affect the layout or Tenant/occupant respective allotted flat area and common amenities and the Tenant/occupant irrevocably consents to the same.

The Promoter will sell all premises, intended to be constructed on the said Property, with a view ultimately that the Tenant/occupant of all the Premises in the said Building shall be admitted to such Cooperative Housing Society, Limited Company or Condominium of Apartment Owners, of all such prospective Tenant/occupant of premises (hereinafter referred to as the "Said Organisation"). Upon the respective Tenant/occupant of all the Premises in such Building/s paying, in full, their respective dues, payable by them to the Promoter and complying with the terms and conditions of their respective Agreements with the Promoter, the Promoter shall transfer the said Property on which the said Building known as "Shreepati -RUBY Wing "A" is standing and the open space appurtenant thereto, in favour of the said Organization of various respective premises. In the event of the Tenant/occupant Promoter obtaining permission from the concerned authority for constructing one or more premises on the terrace then the Promoter shall be entitled to sell such premises that may be

-

40

## THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground together with the messuages, tenements and buildings, chawls, structures, shed and out-houses standing thereon all known by the name of "Pimpalwadi or Sonwadi Property" situate, lying and being on the East side of Mughbhat Lane in the City and Registration Sub-District of Bombay containing by admeasurement according to previous title deeds, 6805-7/8 (Six thousand eight hundred five and seven upon eight) square yards/equal to 5716.91 sq. mtrs. or thereabouts and registered in the Books of the Collector under R.R.No.310, Old No. 823, New No. 1892, Cadastral Survey No. 370 of Girgaum Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under "D" Ward Mumbai 400004.

# THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

ALL THOSE piece or parcel of land together with messuages tenements and dwelling houses standing thereon bearing Cadastral Survey No. 371 of Girgaum Division situate at Khatarali Lane outside the Fort of Bombay admeasuring 3292.67 Sq.Mts. equivalent to 3938 Square Yards or thereabout and assessed by the Collector of Assessment of the Municipal Rates and Taxes under 'D' Ward No. 1022@ 28,1029, 1031(1), 1032, 1038 (4), 1033 (4a),1033 (4b), 1033 (5) and street Nos. 24, 24a, 24c, 24f, 16, 16a, 16b and 17.

All THAT piece or parcel of land together with the messuages tenements and dwelling houses standing thereon bearing Cadastral Survey No.391 of Girgaum Division situate at Khatarali Lane outside Fort of Bombay admeasuring 170.57Sq.Mts. equivalent to 204 square yards or thereabout and assessed by the Collector of Assessment of the Municipal Rates and Taxes under 'D' Ward No. 1019 and 1020 and Street Nos. 30 and 28 respectively.

## THE HIRD SCHEDULE HEREINABOVE REFERRED TO :

THAT piece or parcel of land lying and being at Khattarali Lane admeasuring 3857 sq.yds. equivalent to 3224.94 sq.mtrs. and registered in the Beok of Collectors of Land Revenue under Old No. 140, 152 New Nos. 125, 1427, Old Survey No. 468 and New Survey Nos. 7563, 7576 2/7196 and Cadastral Survey No. 372 of Girgaum Division and known as Amarwadi and bounded as follows:

On or towards the North : Partly by property bearing C.S.No.

1.0

371 and partly by property bearing

C.S.No. 381.

On or towards the East : By the road known as Nath Madhav Lane

On or towards the West : By property bearing C.S.No. 370 ON or towards the South : By the properties bearing C.S.No.

380, 373, 355, 1/355 and 356.

### THE FORTH SCHEDULE HEREINABOVE REFERRED TO

All that piece or parcel of Pension and Tax Tenure land or ground together with the messuage, tenement or building standing thereon situate, lying and being at Kandewadi known as "Pandurang Balibhadra Chawls" in the City and Registration Sub-District of Bombay containing by admeasurement 1657.41 sq. yds or thereabouts and entered in the Books of the Collector of Land Revenue under C. R. R.No.117, Old NO.61, New Nos.576, 577, Old Survey No.482, New Survey No.1/7515, Cadastral Survey No.430 of Girgaon Division and in those of the Assessor and Collector of Municipal Rates and Taxes under "D" Ward Nos. 65A-67, 67A, 67AA, 63-65-65B, 65 to 65D, 65E, 65H-65A and bounded on the East by the property of Madhavji Jesing and others, on the West by the property of Govind Anandrao and Others, Trustees of Evashtra Kasar Sausthan, on the North by Kandewadi Lane and on the South by the property bearing C. S. No.370.

### THE FIFTH SCHEDULE HEREINABOVE REFERRED TO

ALL THAT piece or parcel of pension and tax land or ground with the messuage tenement of dwelling house standing lying and being at 1<sup>st</sup> Khateralli Lane in the Registration Sub-District of Bombay in the island or Bombay containing by admeasuring 344 square yards equivalent to 287.63 Sq.mtrs. and registered in the books of the collector or of land Revenue under Old No. 140 New No. 1224, 1284, New Survey No. 7566 and Cadastral Survey No. 378 of Girgaum Division and in the books of Collector of Municipal Rates and Taxes under "D" Ward No. 1005 Old Street No. 7 and New Street No. 58 and bounded as follows:

On or towards the East By the Khateralli Lane

On or towards the West By property bearing

C.S.No. 373

On or towards the North By the property formerly

Bearing C.S.No. 379

On or towards the South : By the property bearing

wait

-

## THE SIXTH SCHEDULE HEREINABOVE REFERRED TO :

ALL THAT piece or parcel of pension and tax land or ground with the messuage tenements or dwelling house standing thereon situate lying and being at Khattergalli Lane in the Registration Sub-District of Bombay, admeasuring 116 sq.yds. (i.e. 96.99 sq.mtrs.) or thereabouts and registered in the books of the Collector of Land Revenue under Old No. 140 New Nos. 1124, 1264, New Survey No. 7566 Cadastral Survey No. 378 (part) now bearing Cadastral Survey No. 1/378 of Girgaum Division and in the books of the Collector of Municipal Rates and Taxes under "D" Ward NO. 1104 and Street No. 60 and bounded as follow: that is to say on the East by Khattergali Lane, on the West by the property of Ebrahim Haji Jitekar on the North by the property of Diwakar Moreshwar Vasudev, and on the South by the property bearing No. C.S.No. 377 of Girgaum Division and beyond that Matra Ashish Building.

ALL THAT piece or parcel of pension and tax land or ground with the messuage tenements or dwelling house standing thereon situate lying and being at Khattergalli Lane in the Registration Sub-District of Bombay admeasuring 109 sq.yds. (i.e. 91.14 sq.mtrs.) or thereabouts and registered in the books of the Collector of Land Revenue under Collector's New No. 1120, New Survey No. 7567 and Cadastral Survey No. 377 of Girgaum Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under Ward No. 1003 street No. 62 Khattergalli Lane and bounded as follows: that is to say on the East by the said Khatergali Lane, on the West by the property of Ebrahim Haji Jitekar, on the North property bearing Survey No. 378 of Girgaum Division and beyond that by the property of Divakar Moreshwar Vasudev and on the South by Matra Ashish Building.

#### THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of land or ground with the messuage enement or dwelling house standing thereon situate lying and being at 54. Khattarali Lane, Girgaum in the Registration Sub-District of Mumbai admeasuring 240 sq. yds. equivalent to 200.67 sq. mtrs. and registered in the books of the Collector of Land Revenue under Old No. 140, New Nos 1121, Old Survey No. 439 and New Survey Nos. 7564 and Cadastral Survey No. 380 of Girgaum Division and bounded on or towards the NORTH by property bearing C.S. No. 372, on or towards the EAST by the



road known as Khattarali Lane on or towards the WEST by property bearing C.S. No. 373 and on or towards the SOUTH by the property bearing C.S. No. 379.

# THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO :

All that piece or parcel of land or ground with the messuage tenement or dwelling house standing thereon and together with premises admeasuring about 82.08 sq.mtrs. situate on the first floor, situate on Khattarali Lane, now known as Nath Madhav Path, Girgaum, in the Registration District and Sub District of Mumbai, admeasuring 92 sq.yds. equivalent to 76.92 sq.mtrs. or thereabout and registered in the books of the Collector of Land Revenue, under Old No. 140, New No. 1160, Old Survey No. 434 and New Survey No. 7568, Cadastral Survey No. 376, of Girgaum Division and assessed by the Assessor and Collector of Municipal Rates and Taxes, under "D" Ward No. 1002, Street No.64, Khattarali Lane (Nath Madhav Path) and bounded as follows: that is to say:-

On or towards the East: By the Khattarali Lane;

On or towards the West: By the Party of the Jitekar;

On or towards the South: By the House of Kalchand Devchand Trust and

On or towards the North: By the House of Radharaman Ladiwala

## THE NINTH SCHEDULE HEREINABOVE REFERRED TO :

ALL and singular the piece or parcel of land or ground messuage, tenement and dwelling house known as "Motiram Bhuvan" standing thereon, lying and being at 1<sup>st</sup> Khattergally Street, Girgaum, Bombay – 400 004 in Greater Bombay registered in the Books of Collector of Land Revenue at No. 1266 bearing Survey No. 7553 and Cadastral Survey No. 390 of Girgaum Division admeasuring 150 sq.yds. i.e., 119.57 Sq. mtrs. or thereabouts in the Registration Sub-District and District of Bombay City and Bombay Suburban and assessed by the Municipal Corporation of Greater Bombay under "D" Ward No. 1018 and 1020 St. No. 32 and

bounded as follows: that is to say.

On or towards the West by Handachi Wadi;

On or towards the South by property of Shanker Krishnarao

On or towards the East by Khattergally Street and

On or towards the North by property of Janardan Gopal

THE TENTH SCHEDULE HEREINABOVE REFERRED TO :

daile -

All that piece or parcel of land or ground of Bombay pension & Tax Tenure together with the messuage tenements or dwelling house and premises standing thereon situate lying and being at Khatarali Street in the City and Registration Sub- District of Bombay containing by admeasuring 141 Sq yards or thereabouts equivalent to 117.89 Sq. mtrs. or thereabouts and entered in the books of the collector of Land Revenue under Old No. 146 New no. 1255 Old Survey No. 469 and New Survey No. 7562 and Cadastral Survey No. 381 of Girgaon Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under D ward No. 1009 and Old Street No. 11 and New Street No. 52.

# THE ELEVENTH SCHEDULE HEREINABOVE REFERRED TO :

All that piece or parcel of land or ground of the pension and taxed tenure (now redeemed) together with messuage tenement or dwelling house standing thereon situate lying and being at Khatargally Lane, without the Fort of Bombay in the registration sub-district of Bombay containing by admeasurement 183 sq.yds. or thereabouts and registered in the books of Collector of land revenue under the Old No. 140 New No. 1264, Old Survey No. 475 and New Survey No. 7555 and Cadastral Survey No. 388 of Girgaon Division.

# THE TWELTH SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of freehold land or ground together with the messuages tenements or dwelling houses standing thereon known as Manilal Mehta building No.42 situate lying and being at First Khateralli Lane. Girgaon without the Fort in the Registration Sub-District of Bombay in the Island of Bombay containing by admeasurement 175 square yards or thereabout and 153.01 square meters or thereabouts as per the property card and registered in the Books of the Collector of Land Revenue under old No. 140, New No.1261, Old Survey No.472, New Survey No.4558, Cadastral Survey No.385, Girgaum Division and in the Books of the Collector of Municipal Rates and Taxes under D Ward No.1013 and Street No. 42 and bounded as follows: that is to say on or towards the Hast by the First Khataralli Lane on or towards the West No. 384.

# THE THIRTEENTH SCHEDULE HEREINABOVE REFERRED TO

ALL THAT piece or parcel of land or ground with the messuage tenement or dwelling house standing thereon situate lying and being at

Mughbhat Cross Lane, "D" ward, Girgaon, Mumbai - 400 004 admeasuring 185 Sq. yds. equivalent to 154.68 Sq. mtrs. on land bearing Cadastral Survey No. 356 of Girgaon Division in the Registration District and Sub-District of Island city Mumbai,

#### THE FOURTEENTH SCHEDULE HEREINABOVE REFERRED TO

ALL THAT piece or parcel of land or ground with the messuage tenement or dwelling house satnding thereon situate lying and being at Khattar ali Lane, "D" ward, Girgaon, Mumbai-400 004 area admeasuring 195.00 Sq.yds. equivalent to 163.04 Sq.mtrs on land bearing Cadastral active EG/s No. 387 of Girgaon Division in the Registration District and Sub provides island city Mumbai.

THE FIFTEENTH SCHEDULE HEREINABOVE REFERRED TO :

80.96 undivided shares in all that piece and parcel of land together with tenements and building standing thereon bearing No.56 popularly known as Shrinath Bhavan, bearing Cadastral Survey No. 379 of Girgaon Division situated at the Junction of Thakurdwar Road and Khattar Gully Lane, Mumbai 400 004 admeasuring 161.37 Sq. mtrs. or thereabouts assessed by the Municipality of Bombay under D-ward No. D 1006/56 in the city and registration District and Sub district of Mumbai.

IN WITNESS WHEREOF the parties hereto have hereuntonset, and subscribed their respective hands to this writing the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE

withinnamed Promoters:

SHREEPATI JEWELS (A.O.P.) R. R. CHATURVEDI )

(1) TAPAS RAJENDRA CHATURVEDI

in the presence of:

1 Powersce

SIGNED AND DELIVERED BY THE

Withinnamed THE TENANT/OCCUPANT

MR. BHAVIK ARVINDKUMAR SHAH

In the presence of:

1 Dullaton

Marile

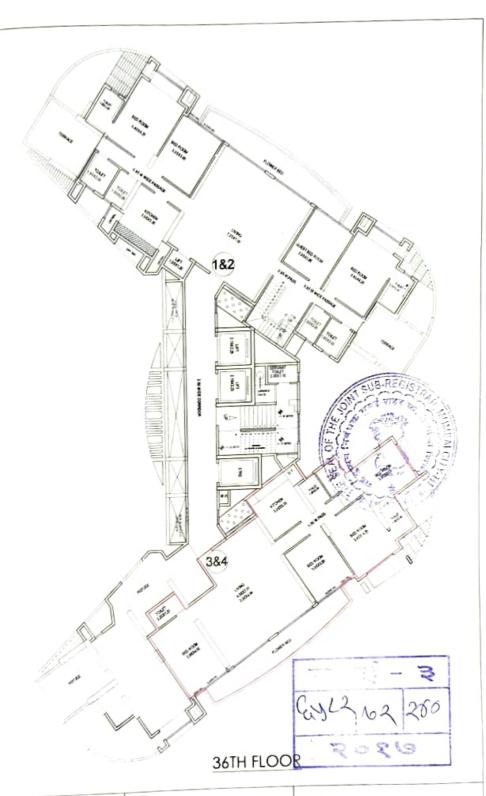
)

)

)







ERS/TENANTS NEW PREMISES EED TO BE PROVIDED NG 3 & 4 TNO. 36th MEASURING PET AREA 123.81 SQ.MT. AREA ILT-UP AREA

SIGNATURE OF BUYERS/TENANTS

SIGNATURE OF OWNERS



SHRI R.R.CHATURVEDI JOHEF PROMOTER OF ALMADI CO DP.HSG SOCIETYPROPOSED SHREEPATI TOWER PROJECT:

PROPOSED "SHREEPATI TOWER" ON PLOT BEARING C.S. NO.370 GIRGAUM DIV.AT PIMPALWADI, MUGBHAT LANE, MUMBAI -4

ARCHITECT

M/S. L. D. SHAH ARCHTECT CONS. ENG. GOVT. APVD VALUER, 79-81, BIAGYODAY BLDG, 3RD FLR.

ROOM NO.-20, N. M. ROAD, FORT.

FORT, MUMBAL-400073

Ann excirce = A

ids Third Gord a gerten hed Count ned Minder Boilding Birding AND Misconstranthon Board (A MASS UNIT) MHADA LIK C

No.R/NOC/F-1405/37527MBRRB-04 Dated:- 23 MIG 2004

To.
Shri R. R. Chaturvedi & Others.
Shreepati Arcade,
sth floor, Shreepati Arcade
A. K. Marg, Nana Chowk,
Mumbai - 400036.

June 1

Sub :- Redevelopment of property bearing C.S.No. 371 & 391of Cirganii Divii, Ward Nos. D-1022-1027, 1031(1-2), 1030, 1029, 1020, 1019 Bldg. Nos. 24, 24A, 24B-24C, 24D, 28 & 30 Khattarali line, Girgaon Mumbai known as "Sukhanand Chawls"

Ref: Your Architect M/s M. N Purohit
23.07.2004 addressed to the Executive
MBRRB.

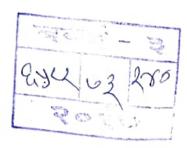
Gentlemen,

With reference to the above subject matter and letter in the reference of the Objection Certificate" is hereby granted for redevelopment of capital with FSI 2.5 or the FSI required for rehabilitation of existing occupiers plus 60% incertive FSI, whichever is higher, in accordance with the modified D.C. Regulation 33(7) and appendix - III to this Regulation 33(7) sanctioned by the Govis in Urban Development Department Mantralaya vide Notification published in Govi Gazette dated 25th January 1999, subject to the following terms and conditions

1) All the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to the minimum carpet area of 20.90 sq.mt. (225 sq.ft.) and/or maximum carpet area 70 sq.mt. (753 sq.ft.) as provided in the MH&AD Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Accordingly the plus approved from M.C.G.M.

गृहानतांच जनतः, बादे (पूर्व), जुंबई - २०० ०५१. इंडब्ब्ला : २४४६ २८७४, ५८५९ २८२२, केंब्रुब : (०२२) २८५९ २०५८ प्रथम इ. ८२२५

Griha Nirman Bhavan, Bandra (East), Mumbal 400 051. Phone :2659 2877, 2659 2622, Fax : (022) 2659 2058 Post Box No. 8135



- 2) After completion of the new building, the new tenements constructed for rehabilitation of the tenants / occupants of the old cessed building as certified by the Executive Engineer, "D-1" Divn / MBRRB, shall be handed over to the Executive Engineer, "D-1" Divn / MBRRB & Estate Manager (RT), MBRRB for allounces to respective tenants / occupants.
  - 3) There should not be any discrimination in providing rehab area to all occupant. The minimum & maximum area should be allotted as per rules & no clubbing of areas is allowed.
  - 4) After issue of this NOC & till giving possession of tenements to the original occupiers in the new building to be constructed, sale / transfer of tenancy rights by any of the original occupiers shall not be allowed under any circumstances.
  - S) You will have to pay an expending amounting to Rs.43,43,032/- incurred by the Board towards structural repairs /propping/demolition, processing of reconstruction scheme / land acquisition etc. at the office of the Assit. Accounts Officer (South) MBRRB & produce certified xerox copy of receipt of payment to this office within one month from the date of intimation by this office. In future, if additional expenditure over & above Rs. 43,43,038/- is found incurred, the same will also have to be repaid to the Board as & when Board demands.
    - 6) The plans of the proposed building shall be submitted to MCGM within 6 (soc) months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled. As far as possible provision of tenements of 225.00 sq.ft. to 300.00 sq.ft. carpet area shall be made in the proposed building plans for handing over to this office on account of surplus Built Up Area to be surrendered to the Board, if any.
    - 7) You will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme by every month till completion of scheme to the Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office." The Executive Engineer, "D. Con To B. Bunder intimation to this office. The Executive Engineer, "D. Con To B. Bunder intimation to this office." The Executive Engineer, "D. Con To B. Bunder intimation to this office." The Executive Engineer, "D. Con To B. Bunder intimation to this office." The Executive Engineer, "D. Con To B. Bunder intimation to this office." The Executive Engineer, "D. Con To B. Bunder intimation to this office." The Executive Engineer, "D. Con To B. Bunder intimation to this office." The Executive Engineer, "D. Con To B. Bunder intimation to this office." The Executive Engineer, "D. Con To B. Bunder intimation to this office." The Executive Engineer intimation to this office. The Executive Engineer intimation to this office. The Executive Engineer intimation t
    - 8) You will have to furnish the certificate from the contributed Officer of Miller to the effect that the repair cess is paid up-to-date, therease demanding partfull occupation certificate to the newly constructed building.
    - During the period of reconstruction, you will have to provide temporary transit accommodation to the occupiers of old building. Such Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by M.C.G.M. for the reconstructed building.



Joen

c) Certified copies of agreements executed between the occupiers & NOC Holder

d) Photographs of the newly constructed building taken from various angles.

- 15) NOC for Occupation Certificate for the free sale building / component will be given only after all the old occupants, as certified by the Executive Engineer.
  "D-1" Divn / MBRRB including those who may be staying in the Board's transit camps, have been re-housed in the newly constructed building (s) by complying with the requirements as stated in Sr. No. 14 (a) to (d) above and only after surrendering surplus built- up area as per III Schedule of MH&AD Act, 1976, if
  - 16) If it is subsequently found that the documents/information submitted with your application for NOC are incorrect or forged, then this NOC will be cancelled and you will be held responsible for the consequences / losses, if any thereof arises in
    - 17) The Board will not be responsible for certifying the correct area of non-cessed structures if any on the said property, as certified by your licensed architect, as this does not fall within the purview of the Board.
    - 18) Necessary trial pits/Trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking. into account the aspect of Mumbai Scismic Zone and same should be got approved from R.C.C. consultant / structural Engineer, registered with MCGM.
    - 19) As far as possible separate building for rehability purpose of free sale, taking into account the shall be constructed. You will have to form in the pendent of for rehab building of tenants as well as to five sall themp possession to the existing tenants & prospe

20) Building No: 28 shall not be demolished un by and untill an irro erified from from a least 70% occupiers of the said building ar Executive Engineer, "D-1" Divn. / MBRRB.

Yours faithfull

hief Officer. R& R.Board, Mumbai.

# ANNEXURE - CY

1777124424-

र्द्ध इमारत दुक्त्रती य पुनर्यथना मंडळ THEAT BUILDING REPAIRS AND

CONTRACTOR ROMANIZACION

MHADA UNIT)

No. R./NOC/F-430/6482-/MBRRB-06 Dated:-

-2 DEC 2006

TO. Shri. R.R.Chaturvedi & others, M/s Shreepati Group of Companics, Shreepan Arende, 4th floor, A.K.Marg, Nana Chowle, Mumbai 400 036.

> Sub:- Redevlopment of property at C.S. 430 of Girgaon Divn., under DCI

Ref :- Your letter dated 28.09.2006, 15.1

Please refer to your above referred letters.

In this connection, you are informed that this office has no objection for amalgamation & development of property bearing C.S.No. 371, 372, 391 & 430 alongwith property bearing C.S.No.370 subject to following terms & conditions.

1. The FSI permissible will be 4.00 on gross plot area as per the provisions of DCR 33(9) read with 33(7).

2. The number of tenements to be handed over to the Board will be communicated to you after getting the proposal of Joint Venture approved from the Govt. At present provision of 134 tenements are proposed for

3. The plans of the proposed bldg, shall be prepared & processed for approval

of the MCGM through MBRRB.

4. The development work on C.S.No. 371, 372, 391 & 430 shall not be started unless & untill the proposal of the Joint Venture is approved by the Govt. & permission to that effect is granted by this office.

5. The revised Development Agreement will be executed by you with MPRRB

after approval of Govt.

The copy of undertaking enclosed herewith.

This letter shall not be constructed as a NOC but a letter only to approach MCGM for getting the proposed bldg. plans approved from the MCGM.

O.C. approved by Chief Officer/MBRRB

For, Chall Officer, M.B.R.& R.Board, Mumbal.

KOC

Qiha Hirman Bhavan, Bandra (Easi), Mumbal 400 051. Phone : 26590472, 56405318, Fax : (022) 2658 1387 / 2058 Post Dox : 8135

गृहनिर्माण मवन, बादे (पूर्व), मुंबई-४०००५४. وروسور العام : عدمه معده اعمار معدور العديد ، دعمه

68

Annexure D"

#### MUNICIPAL SURPORATION OF GREATER MUMBAI No.EB/8190/D/A

고 회원(a)구

To.

 Shri R.R. Chaturvedi & Other, Developers
 Shreepati Arcade
 4<sup>th</sup> Floor, Nana Chowk
 Mumbai 400 036

21 Chief Officer, M.B.R.& R. Board Griha Nirman Bhavan Bandra (East), Mumbai 400 051

Sub: Proposed redevelopment of property bearing C.S.No.370, 371, 372 and 391 of Girgaum Division situated at Tatya Gharpure Marg and Khattar Ali Junction in D Ward

Ref: Your letter dated 5.2.2007.

Sir.

With reference to above letter this is to inform you that the amended plans submitted by you are hereby approved subject to following conditions:

- That all the conditions of I.O.D. under even No. dated 24.5.2001 and amended plan approved letter dated 15.6.2005 shall be complied with.
- 2. That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
- 3 That the revised structural design/calculations/details/drawings shall be submitted before extending C.C.
- 4 That payments towards following shall be made before asking for C.C.
  - Development charges :
  - b. Premium towards condonation of physical R.G.:
  - Extra Water/Sewerage charges at A.E.W.W. D-Ward office.
  - d. Premium towards staircase, lift, lift lobby area
  - e. Premium towards additional balcony enclosure
  - Layout fees
  - g. Deposit of provisions for double height of duplex flats

That the Regd Undertaking against misuse of part terrace proposed at 20th and 21th floor shall be submitted before asking for further C.C.

Nai :/D-8190

# ANNEWAE-EY

C-1113

## MUNICIPAL CORPORATION OF GREATER MUMBAI

/08/2009 NO.EB/ 8190/ D/ A of

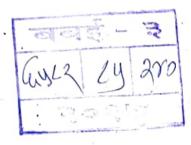
Τo, Principal Secretary U.D. Department Govt. of Maharashtra Mantralaya Mumbai 400 032

Sub: Proposed redevelopment of property bearing C.S.Nos. 427 - 439 (Phase III) and C-S-No:373, 374, 375, 376, 377, 1/378, 378, 379 & 381 - 390 (Phase IV) by amalgamating the same with C.S.No.370, 371, 372, 391 (Phase I and II) of Girgaon Division surrounded by Khadilkar Road on North side and Khattar Ali Road on East side In D Ward under D.C.Regn.33(9)

Ref: This office letter no CHE/1173/D14 dated 17-07-2009 (Copy enclosed for ready reference)

Sir,

In this case, Architect Shri L.D. Shah has submitted the proposal for cluster Redevelopment on plot bearing C. S. Nos.427 - 439 (Phase III) and C.S.No. 373, 374, 375, 376, 377, 1/378, 378, 379 (Phase IV) and also C.S. 381-390 which were first supposed to be included in the phase II are now included in the Phase IV by amalgamating the same with C.S.No.370, 371, 372, 391 (Phase I and Phase II) of Girgaon Civision surrounded by Khadilkar Road on North side and Khattar Ali Road on East side in D Ward under the provisions of D.C.Regn.33(9) on behalf of developer M/s.Shreepati Investment, a Unit of Shreepati Group of Companies. The proposal for the Phase I and II comprising of C.S.No.370, 371, 372, 391, (Phase I and II) has already referred to U.D.Department under No.CHE/117 17.07.2009 for an area of 12318.36 Sc.Mt. Further it is to be m that the proposal under D.C.Regn.33(7) for redevelopment or plus bearing C.S.No.434 has been received in this office by other developer and MHADA has granted N.O.C. for the same. The proposal is under scrutiny.



Annexure F"

# MIDE CIPAL CORPORATION OF GREATER MUMBAI. Proposal No.HRB-193

No. Ch.E/HRB-190/DPWS of

2 0 SEP 2010

Office of the
Chief Engineer (Dev. Plan)
Municipal Corporation of
Greater Mumbai,
4th floor, New Admin.
Bldg.,
Mahapalika Marg,
Ent, Mumbai-400 001

M/8 L.D Shah, 9-81, Bhagyoday Building, R-20/21,3<sup>rd</sup> floor, Nagindas Master Road, Munibai- 400023.

Sub: Proposed High Rise Residential Building on plot bearing C S No. 370, 371, 372,391of Girgoan Division namely "Shreepah Jewels-Tower-II & III and wing F&G", at Tatya Gharpura Road and Khattar Ali Road, Pimpal Wadi, Girgoan Mumbai.

Architect M/s L.D Shah

Structural Consultants: M/S M. R. Patil. Consultanting Linging

Pvt. Ltd.

Developer- M/S Shreepati Jewels.

Ref: Your letter dated 11/01/2010 and 09/09/2010

Gentieman,

Ref: Your letter dtd. 05-05-2010

With reference to your above referred representation, regarding subject matter, I have by directed to inform you that the Technical Committee is constituted by the State Govt in Urban Development Deptt vide Govt Resolution under No. U/No.TPB4307 / 1024 / CR-155/07/UD-11 dt 27th July 2007 for scrutiny of High Rise Building proposals beyond 70 mtrs height, has accepted your proposal for Proposed High Rise building on property bearing C.S. No 370. 371. 372. 391of Girgoan Division namely Jewels- Tower-II & III and wing F&G", at Tatya Gharpure Road and Khattai Ali Road, Pimpal Wadi, Girgoan Mumbai, subject to the terms mentioned below

The proposal envisages construction of proposed high Rise building having four wings, namely was D&E and wing F&G. White D&E comprised of Citation 18.1 an inciters from the general ground level up to refreshed and the wings 1.4G comprising of Citation 19.1 to 29th upper floors having parking floors as 2nd &

- trucks during the morning and evening rush hours i.e. before 10.00 a.m. and after 5.00 p.m.
- In cases where the construction of paved access or Water bound macadam road is not possible, frequent water sprinkling required to reduce local dust emissions.
- Traffic speeds on unpaved roads should be reduced to 15 Kmph or less, and all the vehicles should have reverse horns.
- 8 On windy days avoid excavation activities to reduce dust emissions.
- 9 Prevent the excavated soil from spilling out of the site boundaries onto adjoining roads and properties.
- 10.Prevent other garbage waste such as construction debris, plastic material from mixing with the excavated soil that is being transported out of the site for dumping off site. This soil will be used for land filling and mixing of garbage with it can lead to soil contamination.
- 11. Water the site at least twice a day to reduce the dust emissions. Once during mid morning and once in the evening.
- 12. Soil stockpiled for more than two days shall be covered, kept moist or treated with soil binders to prevent dust generation. ( A good cover sheet can be formed by stitching empty cement bags silt open to form a sheet).
- 13. Since, there is likelihood of fugitive dust form the construction activity, material handling and from the truck movement in the vicinity of the project site, project proponents should go for tree plantation programme along the approach roads and the construction campus.
- Re-vegetate disturbed areas as early as possible.
- 15 As soon as construction is over, the surplus earth should be utilized to fill up low lying areas. The rubbish should be cleared and all un built surfaces reinstated
- 16. Construct appropriate temporary housing structures for the labourers on the site. Houses should be provided with proper light and ventilation, and should be located at a safe location on the site.
- 17. Provisions should be made for providing them with potable, drinking water.
- 18. The construction site should be provided with sufficient and suitable toilet facilities for workers to allow proper standards of hygiene. These facilities would be connected to septic tank and maintained properly to ensure minimum environmental affect. Care should be taken not to route the sanitary effluents to the giver or any other natural water body.
- reffluents to the over or any other natural water body.

  19 To prevent unauthorized falling of trees in the nearby undeveloped areas by construction workers for their fuel needs at should be ensured that the contractor provides fuel to the construction workers.
- Arrangements should be made for daycare and education to construction workers children. Certain NGO sayorking in this area can be associated with

#### MUNICIPAL CORPORATION OF GREATER MUMBAI No. EEBP/6460/D/AL. NJ 2- 17-12

To The Owner, Shri. R.R. Chaturvedi & Others C A to Oweners Shreepati Arcade, 4th floor, 22 A.K.Marg, Nana Chowk, Mumbai -56

Ex. Eng. Blog. Proposed (City) - 1 E. Ward, Municipal Office, 3rd Floor. 10, S. K. Hafizuddin Marg, Byculla Mumbai - 400 008

Amalgamation of plot bearing C.S. No. 370, 371, 372, 380, Sub: 381, 387, 388, 390, 391 & 430 at Tatya Gharpure Marg, Khadilkar Marg, Khattar Ali Marg Juction, Girgaon Division 'D' ward, Mumbai - 400004.

Ref: Your letter dated

Sir

With reference to the above, I have to inform you that the amalgamation of the above mentioned property submitted by your Architect in respect of letter received from M.B.R.& R.Board under No जा.क.नाहप्र/पुन/नस्ती क्र-४३०/३७७/१२ दिनांक २०.१.२०१२ is hereby approved as per Architect's letter dated 03.01.2012 subject to terms and conditions mentioned enclosed herewith, which further to be registered within 15 days.

Copy of approved plan is returned herewith as a token of approval.

Yours faithfully.

511

12 9-4-12

Executive Engineer, Building Proposals(City)-I

No.EB/6460/D/AL Shri L D Shah Copy to

Architect,

79-81, Bhagyedaya building, R.20/21, 3<sup>rd</sup> floor,

Nagindas Master Road,

Fort, Mumbai- 400 023.

The Collector of Mumbai,

3 Asst. Commissioner 'D' Ward,

Dy. A. & C. (City)

5 EE(DP.)

6 H. E.

7 Ch.Eng.(S.P.)

В Dy.Ch.Eng.(D.P.)

9 E.E. (T.& C.)

S.E.(Survey) 10.

Executive Engineer,

Building Proposals(City)-I

W:\D-Ward\D-6460 LD Shandloc

/<sub>Roll : 5000</sub> (Gen-983:21.4.99)DyChE(BP)c-1 983:21.4.77767 MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966. NO. EEBPC. 8/90 1

COMMENCEMENT CERTIFICATE

Mai A. A. Chattavedi Kothus (Draspers) Chief offices MBRRB

Ex. Eng. Bldg. Parposal (C.ty) E'Ward Municipal Offices, 3rd F. Jon 10 S.K. Halizuddin Marg. Bycuira Mumbai - 400 008

Gilmisman Bhavan Romatu (E) Miantai

With reference to your application Not YellE (R) | MBRR 8/64 1/13 dated for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the for Development and Town Planning Act. 1966, to carry out development for

Muposed and building permissivion under Section 346 of the Bornbay Municipal Corporation Act. 1888, to Ging am Dine & Ward park the Commencement Certificate/Building permit is creet a building in Building No.

situated at Road/Street Tatya Gharapur granted on the following conditions :-

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

There is further extended view the entire certification and difficulties to consist during the extended view the entire certification of the consist during the consi 1966 to covering our only fice week at the first per CFO MOC at (15/4/00 per 24 pers of a minage country) our only first per cropped our only first per cropped our minage of a minage country finish or color of the control of a minage country finish or color of the color



6,412,938

The conditions of this Certificate shall be binding not only on the applicant but on his height The conditions of this Certificate shall be binding not only person deriving title through or executors, assignees, administrators and successor and every person deriving title through or executors. (Gen-983) The Municipal Commissioner has appointed Shri <u>J. V. Maluale</u> The Municipal Commissioner has appointed Sun

Assistant Engineer, to exercise his powers and functions of the Planning Authority under Section

Confident La Charleine and Pro-44 of the said Act.

This G.G. to granted world C.C. Subject to Checking of Plink lend
This Commencement Certificate is valid upto

This Commencement Certificate is valid upto

This Commencement Certificate is valid upto 44 of the said Act. EE SIGNIDIA dring of 256/2004 For and on behalf of Local Authority 14. In extended The Municipal Corporation of Greater Mumbai 26/6/03 PONDY FOR WINE ASSIS ant Engineer Building Proposal (City)(R&R) For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI EB/8190/2/A This c.c. is quatter extended upto plint Level / 200 podice icing A only. entex onthe wing of Long E (-B | BIGO | D/A 100 010 de 51512010 XERE 0) This c.c is further Extended upto 10th flor of wing) 6019191011 M. · Plinth cr. of wing 15, 13 Garate EB/ 8190/DIA This occ. 11 sudersed as per Amended Approved Mand 25/2/05 EB) 8190/0/1 01- 11/10/05 TT 13 further extended from 11th to 21 4 floor for A for 2298 to 31 of those for the Ricic frame will Ald reside A shou e around to 5 in flor

## PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Annerus F(V)



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Annexuve E(VI)

# MUNICIPAL CORPORATION OF GREATER MUMBAI No.EB/8190/D/A 24(01/2017

To.

SHREEPATI JEWELS (TAPAS CHATURVEDI), Developers Shreepati Arcade 4th Floor, Nana Chowk Mumbai 400 036 Ex. Eng. Bldg., Propasal (City)-I New Municipal Building, C. S. No. 355 B, Bhagwan Wahtiki Chowk, Vidyalankar Marg, Opp. Hanuman Mandir, Salt Pan Road, Antophill, Wadala (East) Mumbai 400 037

Sub:- Redevelopment of property under D.C. Regn. 33(9) in the form of cluster bearing C. S. No.370, 371, 372 & 391 of Girgaum Division situated at Tatya Gharpure Marg & Khattar Ali Marg in 'D' Ward known as Pimpalwadi Sukhanand Chawls & Amarwadi.

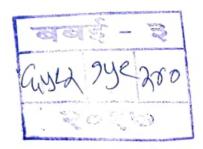
Ref: - Your letter dated 5.11.2016.

Sir.

With reference to above letter this is to inform you that the amended plans submitted by you are hereby approved subject to following conditions:-

- That all the conditions of I.O.D. under even No. dated 24.5.2001, amended plan approved letter dated 15.6.2005 & 28.08.2007 and part occupation letters dated 13.01.2009, 30.07.2008 & 30.11.2004 shall be complied.
- 2. That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
- That the revised structural design/calculations/details/drawings shall be submitted before extending C.C.
- That payment towards following shall be made before endorsing the C.C.
- a. Extra Water/Sewerage charges at A.E.W.W. D-Ward office.
   b. Premium towards staircase, lift, lift lobby area
- Labour Welfare cess
- d. Additional Development sess





- That the certified copy of sale agreement incorporating the following conditions shall not be submitted to this office the prospective society / end user shall not preserve and maintain the documents / plans received from Owner / Developer / Architect and subsequently carry out necessary repairs / structural audit/ fire audit at regular interval and also present periodical structural audit reports and repair history, similarly to check and to carry out fire safety audit time to time as per requirement of C.F.O. through the authorized agency of M.C.G.M.
- The registered undertaking and indemnity bond shall not be submitted stating that the conditions mentioned at Sr.No.13 will be incorporated in the sale agreement and the same will be informed to the prospective society/ end user.
- 16. That the supervision certificate shall be submitted periodically i.e. every 3 months from the L.S. / Engineer / Structural Engineer / Supervisor or Architect as the case may be as per D.C.Reg.5(3)(ix) regarding satisfactory construction on site.

A set of amended plans duly stamped/signed is hereby returned as a token of approval.

Yours faithfully,

Rakeshku mar Motikant

S.E.(B.P.) C- V

Ratish
Balkrishna
Dichwalkar

A.E. (B.P.) C-III

Satish Bhaskar Gite

The street of th

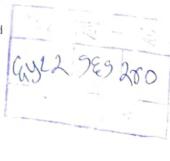
Executive Engineer, Building Proposals(City)-SPL

No.EB/8190/DIA dt. 24/01/2017

Copy to:

Shri L.D. Shah Architect 79-81, Bhagyoday Building R.No.20, Nagindas Master Rod Fort, Mumbai 400 023

Asstt Commissioner D-Ward



Moh: 9820019493

Annexure E(VII)

## MUNICIPAL CORPORATION OF GREATER MUMBAL

## MUMBAI FIRE BRIGADE

No.: FB / HRC / R-I / 11.
Date: 10/10/20/6

Chile Certs to O'Ship OS up:

N.O.C. stipulating the fire protection and firefighting requirements for amendments for the proposed high rise residential building wing D & E and already constructed wing A on property bearing C.S. No. 370, 371, 372 & 391 of Girgaum Division, Tatya Gharpure Marg, Mumbai- 400 004.

Ref: i) Letter from M/s L.D. Shah & Associates, Architect, I 29.06.2016.

ii) M.F.B. No.: HRC/R-I/11 dated 01.07.2016.

#### Chief Engg. (D.P.)

In this case please refer to the N.O.C. issued by this office vide No. FBM/501/279 dated 03.05.2001 for construction of sale building & rehab building comprising of two wings with shops on the ground floor and residential tenements on upper floors, with one wing have 20 upper floors, the second wing will have 21 floors the total height of the building will be 67.90 metres from general ground level up to terrace level.

Further amended N.O.C. was issued u/no FBM/503/28 dated 25.03.2003 for the construction of high rise residential Rehab & sale building with rehab building comprising of shops on ground floor and residential tenements from 1<sup>st</sup> to 14<sup>th</sup> floorswith total height of 45.25 metres from general ground level up to terrace level and sale building comprises of besement, ground floor on stilt + 2 podium floor and 24 upper residential floors with total height of 86.10 metres from general ground level up to terrace level.

Further amended N.O.C. was issued u/no FBM/506/365 dated 18.04.2006 for the construction of one additional floor over the rahab residential building i.e. wing B & C with total height of 45.25 metres from general ground level up to terrace level and 5 additional floors over the sale building with total height of 86.10 metres from general ground up to terrace level.

Further the amended NOC was issued under No. FBM/507/103 dated 10.08.2007, stipulating fire prevention and fire fighting requirements for the constrction of proposed high rise residential buildings (comprising of three wings with different proposed high rise residential buildings (comprising of three wings with different proposed high rise residential buildings (comprising of three wings with different proposed high rise residential buildings (comprising of three wings with a begint of basement, height, Sale Building (designated as Wing A): This wing now comprises of basement, height, Sale Building (designated as Wing A): This wing now comprises of basement, height floor and second podium level floor and 36 residential buildings from floor to 39th with a height of 130.50 metres from general ground level to the terrace level.

Wing B will have ground and 20 upper floors, with a height of 66.75 metres will have shops with R.C.C. loft and Balwadi. All the upper floors will have

esidential tenements.

Present

Qy12 983 250

Wing C will continue to have ground floor partly on stilts and 15 upper floors will have shops with R C.C. loft and Floor Wing C will continue to have ground floor will have shops with R.C.C. loft and Electric by a height of 48.15 metres Ground floor will have shops with R.C.C. loft and Electric by a height of 48.15 metres Ground floor will have specifiential tenements. Part of the ground floor specifiential tenements. a height of 48.15 metres Ground floor will have residential tenements. Part of the ground floor Station. All the upper floors will have residential tenements. Part of the first floor will have the save of the first floor will have the floor will have the first floor will have the first floor will have the first floor will have the floor will have the first floor will have the floor will have the first floor will have the floor will have the first floor will have the first floor will have the f Station. All the upper floors will have residential. Part of the first floor will have  $\frac{1000}{MeV}$  stilts will be used for Two-wheeler parking. Part of the first floor will have  $\frac{1000}{MeV}$ .

wings D and E are the new Sale wings having ground floor partly on shift, we wings D and E are the new Sale wings having ground second podium having the floor and second podium having the flo Wings D and E are the new Sale wings have podium floors – first podium designated as first floor and second podium having do podium floors – first podium designated as first floor and 32 residential floors from podium floors – first podium designated as first floor and 32 residential floors from the fight still are designated as second and third floor and 32 residential floors from the first floor fl height stilt are designated as second and till a little from general ground level to the terrace floor to 35th with a height of 118.55 metres from general ground level to the terrace level. The 24th and 15th an and 110.55 metres from second podium level to the terrace level. The 34 and floor is part floor

F and G Wings are two rehab wings having ground and 22 upper floors we F and G Wings are two renau wings noting of floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors in Care maximum height of 68.45 metres where 21st and 22nd floors are part floors are maximum height of 68.45 metres where 21st and 22nd floors are part floors are part floors are maximum height of 68.45 metres where 21st and 22nd floors are part floors are p Further the NOC issued by this department u/no. FBM/509/234-City

11.08.2009 for the part occupation of Wing A from ground floor to 14 floors and Wing Rehab building from Ground to 20 floors. Further the NOC issued by this department U/no. FB/HRC/City/14

18.10.2013 for the part occupation of A Wing from 15th to 38th floor. Now the architect has submitted the amended plans and has proposed follow-

Architect has proposed following changes in already constructed and

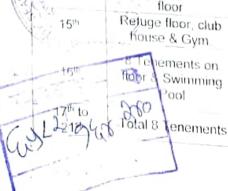
Floors	anted residential building	
the second secon	Earlier approved	Proposed Addition & Alteration
Ground	38 No. Shops.	3 Nos. of NR + car parking.
1 <sup>st</sup> floor	Podium + Welfare Centre	Deleted welfare centre
2 <sup>nd</sup>	Podium (double height)	No change
4 <sup>th</sup> & 5 <sup>th</sup>	4 tenements on each floor	No change
6 <sup>th</sup>	4 Tenements	Additional room and toilet proposed in fat 603
-	4 Tenements	Additional room is proposed in flat no 70.
Hoor	Refuge floor	
SUB-REGIS	A Topomonto	No change
Agraes a	Tenements	Additional room is proposed in flat no 97-
1 37	- Transments	Additional room is proposed in flat no 103
1111	1 floor	Amalgamation of existing 8 tenements in

Tonne	Additional room is proposed in flat no 9
enements	Additional room is proposed in flat no 100
l enements 8 Fallements per 1 Poor	Amalgamation of existing 8 tenements in:
10 tenements per	tenements.
floor	No change

Proposed 3 flats, Club House & Gym are deleted & Area of refuge area is changed Amalgamation of existing 8 tenements in 2.

tenements. Health Club is proposed in place of existing 2 tenements & Swimming Pool 5 retained.

Amalgamation of existing 8 tenements into 4 tenements.



to 14th

22 <sup>nd</sup>	2 tenements, refuge area	No change
23 <sup>rd</sup>	Total 8 Tenements	Amalgamation of existing 8 tenements into 4 tenements.
24th, 25th, 27th, 28th	Total 6 Tenements	Amalgamation of existing 6 tenements into 4 tenements.
26th	Total 5 Tenements	Amalgamation of existing 5 tenements into 4 tenements.
29 <sup>th</sup>	1 Duplex lower level, 1 Tenement & Refuge Floor	Deleted duplex flat, Minor changes in flats, One additional flat proposed & Area of refuge area is changed.
30 <sup>th</sup>	Total 5 Tenements & 1 Duplex upper level	Deleted duplex flat, Minor changes in flats & Amalgamation of existing 6 tenements into 4 tenements.
31st to 33rd	Total 8 Tenements	Amalgamation of existing 8 tenements into 4 tenements.
34 <sup>th</sup>	2 Duplex lower level. Total 4 Nos. of Tenements.	Deleted duplex flat, Additional room and toilet proposed abutting tenement nos. 3401 to 3404.
35 <sup>th</sup>	2 Duplex upper level.Total4 Nos. of Tenements	Deleted duplex flat, Additional room and toilet proposed abutting tenement nos. 3501 to 3504.
36 <sup>th</sup>	1 Tenement, 1 duplex lower level & Refuge area.	One additional flat proposed, Area of refuge area is changed.
37 <sup>th</sup>	Total 4 Tenements + 2 Duplex flats upper level.	Amalgamation of existing 4 tenements into 1 tenement + one duplex flats upper level.
38 <sup>th</sup>	4 Tenements & 2 duplex lower level	Amalgamation of existing 6 tenements into 3 duplex tenements lower level, internal lift is proposed in tenement nos.3801.
39 <sup>th</sup>	2 Duplex upper level & Part Terrace	Three duplex upper level & additional two rooms proposed in tenement nos. 3901, 3902 & 3903.

There are no any other changes except above in wing A. open space, staircases, lifts, ire lifts, etc. remained same as per earlier NOC.

Refuge areas are proposed o 8th, 15th, 22nd, 29th & 36th floor; however changes are proposed as under:

Refuge Floor		a for wing A metres	At height of refuge area from ground level. In metres.	
Keluge Floor	Required Proposed			
		106 74	47.25	
15 HOOKB-RECKS	101.51	117.50	92.75	
199 Hoor The	116.26	73.14	116.70	
lu ( In addition	67.24 to that terrace abo	ve 39th floor will be	used as refuge area.	

Architect has proposed basement (-2.15 M) for car parking with one additional 6.00 filetres wide two-way amp from basement to 2<sup>nd</sup> podium floor & services.

Jul 110

grand

CUNT 2567 200

Architect has proposed one additional part floor i.e. 36th upper residential floor (part) in wing D & E and proposed 34th & 35th Architect has proposed one additional part floor (part) in wing D & E and proposed 34th & 35th floor (part) in wing D & E and proposed 34th & 35th (part) over earlier approved 35th floor (part) in wing D & E architect has proposed 34th & 35th (part) over earlier approved 35th floor (part) in wing D & E architect has proposed 34th & 35th (part) over earlier approved 35th floor (part) in wing D & E and proposed 34th & 35th (part) over earlier approved 35th floor (part) in wing D & E and proposed 34th & 35th (part) over earlier approved 35th floor (part) in wing D & E and proposed 34th & 35th (part) over earlier approved 35th floor (part) in wing D & E and proposed 34th & 35th (part) over earlier approved 35th floor (part) in wing D & E and proposed 34th & 35th (part) over earlier approved 35th floor (part) in wing D & E and proposed 34th & 35th (part) over earlier approved 35th floor (part) in wing D & E and proposed 35th (part) over earlier approved 35th (part) over earlier appr over earlier approved 35th floor (part) in wing 5 residential wing 0 & E are now residential part floors as full; hence the high-rise residential wing 0 & E are now for car parking accessible by 6.00 metros

residential part floors as full; hence the high the hard accessible by 6.00 metres wide having single basement (-2.15 M) for car parking accessible by 6.00 metres wide having single basement (-2.15 M) for car parking + 1st & 2nd floor two-way ramp + ground floor partly for shops & partly for car parking + 1st & 2nd floor two-way ramp + ground floor partly for shops designated as 2nd & 3rd floor floor two-way ramp + ground floor partly for shops a partly for shops a partly for podium (2nd podium double height hence designated as 2nd & 3nd floor) for car floor podium (2nd podium double height hence designated as 2nd & 3nd floor) for car for podium (2<sup>nd</sup> podium double fielgin field fi parking accessible by 7.50 metres a 0.00 metres with total height of 118.05 metres to 36th upper residential floors (36th floor part) with total height of 118.05 metres to 36th upper residential floors (30 moor part). The from general ground level up to terrace level having fire check floor between 21th from ground level.

22<sup>nd</sup> floor at the height of 68.80 metres from ground floor to 2<sup>nd</sup> podium and from Floor-wise users of wing D & E changed from ground floor to 2<sup>nd</sup> podium and from 22<sup>nd</sup> floor.
The open space, staircases of wing A, D & E, lifts & fire lifts, fire duct, etc. will be

## Floor-wise users: (wing D & E)

Floor	Occupancy per floor				
	Wing D	100			
Basement (-2.15 M)	ramp LLG. Tank & Pump De-				
Ground floor	9 snops + horizontal Car parking + Sub-station (double height)				
1 <sup>st</sup> podium floor	Horizontal car parking accessible by 7.50 metres & 6.00 me wide 2 nos of two-way ramps.				
2 <sup>nd</sup> Podium floor (double height)	Stack & horizontal car parking a	occessible by 7.50			
(4.90 M)	Stack & horizontal car parking accessible by 7.50 metres & 6.00 metres wide 2 nos of two-way ramps.				
4 <sup>th</sup> to 7 <sup>th</sup> & 9 <sup>th</sup> to 14 <sup>th</sup> Floor	4 flats on each floor	4 flats on each floor			
8 <sup>th</sup> floor	Common Refuge area + Service Area + Electric Room				
15 <sup>th</sup> floor	Common Refuge area + Electri				
16th to 21st, 23rd to	Tank				
28th & 30th to 35th floor	3 nos of flats on each floor.	3 nos of flats on each floor.			
22 <sup>nd</sup> & 29 <sup>th</sup> floor	2 flats on each floor.	2 flats on each floor			

## 2 flats + part terrace. Common Refuge Area for wing D & E: (from 22<sup>nd</sup> floor)

Retuge Floor	Common Refuge a	At height of refuge area from ground leve	
22 <sup>nd</sup> floor	Required 186.08	Proposed	In metres.
29th floor	190.00	230.21	70.80
In addition to the	at, terrace above 36th f Refuge area beyond	230.21	92.85

36th floor

2 flats on each floor

2 flats + part terrace

Common refuge area

Annexue E(VIII)

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ (भ्हाडाचा घटक)

MUMBAI BUILDING REPAIRS AND RECONSTRUCTION BOGIRD

(A MHADA UNIT)



No. R./NOC/F-430/6482\_/MBRRB-06 Dated:-

-2 DEC 2006

ľo.

Shri. R.R.Chaturvedi & others, M/s Shreepati Group of Companies. Shreepati Arcade, 4th floor, A.K.Marg, Nana Chowk.

Mumbai 400 036.

Redevlopment of property at C.S.No. 370,371,372, 391 & 430 of Girgaon Divn., under DCR 33(9) read with 33(7).

Your letter dated 28.09.2006, 15.11.2006 & 02.12.2006

Please refer to your above referred letters.

In this connection, you are informed that this office has no objection for amalgamation & development of property bearing C.S.No. 371, 372, 391 & 430 alongwith property bearing C.S.No.370 subject to following terms & conditions.

 The FSI permissible will be 4,00 on gross plot area as per the provisions of DCR 33(9) read with 33(7).

2. The number of tenements to be handed over to the Board will be communicated to you after getting the proposal of Joint Venture approved from the Govt. At present provision of 134 tenements are proposed for MHADA.

The plans of the proposed bidg, shall be prepared & processed for approval

of the MCGM through MBRRB.

4. The development work on C.S.No. 371, 372, 391 & 430 shall not be started unless & untill the proposal of the Joint Venture is approved by the Govt. & permission to that effect is granted by this office.

5. The revised Development Agreement will be executed by you with MBRRB

after approval of Govt.

The copy of undertaking enclosed herewith.

This letter shall not be constructed as a NOC but a arter one the proposed bldg, plans approved from the approach MCGM

MCGM.

Ox approved Chief Officer/Markin

For, Clatef Officer, M.B.R.& R.Board, Mumbai.

Griha Nirman Bhavan, Bandra (East), Mumbai 400 051 गृतनिर्माण भवन, वादे (पूर्व), मुंबई (१०००) Phone 26590472, 56405318, Fax : (022) 2659 1397 / 2058 दूरस्वनी क्रमांक : २६५५०४७२, ५८४०,५३१८ फॅक्स : (०२२) २६५९ १३९७/ २०५८, पत्रपटी क्रमाक १८९७५ Post flox: 8135

E(IX)

#### MUNICIPAL CORPORATION OF GREATER MUMBAL Proposai No.HRB-19J No. Ch.E/HRB-190/DPWS of 2 0 SEP 2010

ort, Mumbai-400 001

Office of the Chief Engineer (Dev. Plan) Municipal Corporation of Greater Mumbai, 4th floor, New Admin. Bldg., Mahapalika Marg,

M/8 L.D.Shah. 9-81, Bhagyoday Building, R-20/21,3rd floor, Nagindas Master Road. Mumbai- 400023.

> Sub: Proposed High Rise Residential Building on plot bearing C.S. No. 370, 371, 372,391of Girgoan Division namely "Shreepati Jewels- Tower-II & III and wing F&G", at Tatya Gharpure Road and Khattar Ali Road, Pimpal Wadi, Girgoan Mumbai.

Architect: M/s L.D. Shah

Structural Consultants: M/S M. R. Patil Consultanting Engineering

Pvt. Ltd.

Developer- M/S Shreepati Jewels.

Ref: Your letter dated 11/01/2010 and 09/09/2010.

Gentleman.

Ref: Your letter dtd. 05-05-2010.

With reference to your above referred representation, regarding subject matter, I have by directed to inform you that the Technical Committee asconstituted by the State Govt. in Urban Development Deptt. vide Govt-Resolution under No. U/No.TPB4307 / 1024 / CR-155/07/UD-11 dt 27<sup>th</sup> July, 2007; for scrutiny of High Rise Building proposals beyond 70 mtrs height, has accepted your proposal for Proposed High Rise building on property bearing C.S. 391of Girgoan Division namely 372, Jewels- Tower-II & III and wing F&G", at Tatya Gharpure Road and Khattar Ali 371. Road, Pimpal Wadi, Girgoan Mumbai, subject to the terms & conditions as mentioned below.

The proposal envisages construction of proposed High Rise having four wings, namely wing D&E and wing F&G. Wing D&E compris Floor+ 11 & 2nd floors podium + 4th to 54th upper floors having total height of 184.40 meters, from the general ground level up to terrace level and the wings F&G comprising of Gr. floor+ 1st to 29th upper floors having parking floors at 2nd &

 $3^{rd}$  with a total height of 104 mtrs, from the general ground level up to  $terrac_{\xi}$ 

## MANDATORY CONDITIONS:

- Access roads to the site and roads on the site that will be required as per plan permanently should be minimum water bound macadam road and constructed before construction activities commence. This will help in reducing local dust emissions to a great extent. The road can be converted to a black top road once the construction activities are completed. 2.
- As the site is located in an developed urban area, it is essential to enclose the site using barriers, to reduce the noise and dust impacts on surrounding 3.
- Jack hammers and other construction equipments tend to generate a lot of noise, it is therefore essential that noise protective equipments like ear  $\mathsf{muffs}$ & ear plugs be provided to the operator of the machine. To reduce the noise from the equipment, silencer/ dampers should be attached to the equipment 4.
- All Stationary machinery that create noise should be installed at points away from sensitive receptor area Noise prone activities should be restricted to the extent possible during night 5.
  - time, particularly during the period 6p.m. to 6.a.m. During excavation and transportation over un-metalled roads near the project 6. site, there is a scope for local dust emissions. Frequent water sprinkling in the vicinity of the construction activity should be done and it should be continued even after the completion of the excavation till construction is complete. 7.
- Excavation should be carried out in such a manner that it will not reduce slope stability. As much of the top soil and waste materials as possible should be used for landscaping and leveling activities in the surrounding area. As far as possible store the excavated soil (the amount that would be required ater for leveling and landscaping) on site, so that the soil can be reused
- A basic surface drainage system for the site should be worked out to avoid 8.7 water runoff on to the surrounding properties and roads, especially during the
- If during excavation, water accumulates in the excavated areas, then it should 9. be pumped out and disposed off either in the municipal storm water drain of into recharge soak pits of bore wells.
- 10 Load and unload trucks with construction material on site and not on the responsibility to carryout the work as per submissions made to the Committee solely rests with the project proponents.
  - If the project attracts the provisions of the MOE

- notification dtd. 14-09-2006, the clearance in this respect shall be obtained and all the conditions thereof shall be complied with.
- 13. The sanction from appropriate authority shall be obtained for proposed stilt of greater height, canopy, structural glazing, Architectural features, elevation features and roof top features & refuge floors, before approval of plans.
- 14. The conditions as stated in the NOC from CFO under no FBM/507/103 dtd. 10/8/2007 shall be complied with. The revised C.F.O. NOC for proposed high rise building shall be obtained and conditions therein shall be complied.
  - That the NOC from Civil Aviation Authority for the height of the building under reference shall be obtained and all the conditions thereof shall be complied with.
- 16. The acceptance of proposal by High Rise Committee is not indicative of admissibility/approval of the proposal regarding D.C. Regulations-1991 & other statutory compliances & the necessary building proposal shall be submitted to concerned Ex. Eng. (SRA) for requisite approval. The aspect such as permissible F.S.I., applicable D.C.Rules and policies in force shall be verified by concern Ex. Eng. (SRA) before approval of amended plans.
  - The Technical Committee for High Rise Buildings, however, reserves right to alter/modify/augment fire safety related provisions as well as disaster management related provisions, on the basis of decision to be taken in the There is a series of the conupcoming meetings.
  - 18. That the permission is granted based on documents submitted the Architect and if at any time are found take / fraudulent, wen the permission issued shall a treated as revoked / cancelled without further hotice.

## Recommendatory Condition

- 1. At the time of site clearance, care must be taken to minimize the need for cutting of trees and damage to the native vegetation.
- 2. Clearing of site area may involve removal/ transplantation of trees, underbrush, vines, fences, shades etc. All the unwanted vegetation then becomes solid waste that needs to be disposed off site. As this is organic matter, instead of disposing it offsite, the mater should be composed on site.
- 3. Phase out the site clearing process to only areas that need excavation initially this will reduce the dust emission from currently unused areas. been cleared, vegetate the area by growing temporary groundcover plants or flower beds in the area. Alternatively cover the ground with a sheet, this sheet can be made out of empty cement bags, and the area then used to store materials, this will help reduce the dust emissions from these areas and provide a clean surface to store material on.
- 4. To reduce dust emissions and erosions from slopes on the site toxic chemical soil stabilizers (Geotexitles) to the area.
- 5. The short term traffic management plan should be worked out to prevent unnecessary traffic problems. One measure to be incorporated is to avoid







# Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number p51900001201

Project Shreepati Jewels Plot Bearing / CTS / Survey / Final Plot No. 356,370,371,372,376,377,1/378,378,379,380,381,385,387,388,390,391,430 at ABCD-400004, Ward ABCD, Mumbai City, 400004;

- Shreepati Jewels having its registered office / principal place of business at Tehsil: Ward ABCD District: Mumbai City. Pin: 400036.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     OR

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

- The Registration shall be valid for a period commencing from 27/07/2017 and ending with 31/12/2023 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under:
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under,

Signature valid Digitally Signed by Dr. Vasant Fremanand Prabhu (Secretty, MahaRERA) Date:7/27/2017 1:22:07 PM

Dated: 27/07/2017 Place: Mumbai

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





## Maharashtra Real Estate Regulatory Authority

#### REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51900001201

project: Shreepati Jewels, Plot Bearing / CTS / Survey / Final Plot No. 356,370,371,372,376,377,1/378,378,379,380,381,385,387,388,390,391,430 at ABCD-400004, Ward ABCD, Mumbai City, 400004;

- 1. Shreepati Jewels having its registered office / principal place of business at Tehsil: Ward ABCD District: Mumbai City, Pin: 400036.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
    - That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 27/07/2017 and ending with 31/12/2023 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid Digitally Signed by Dr. Vasant Premanand Prabhu (Secretary, MahaRERA) Date:7/27/2017 1:22:07 PM





# Maharashtra Real Estate Regulatory Authority

# REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

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

Project: Shreepati Jewels. Plot Bearing / CTS / Survey / Final Plot No.: 356,370,371,372,376,377,1/378,378,379,380,381,385,387,388,390,391,430 at ABCD-400004, Ward ABCD, Mumbai City, 400004.

- Shreepati Jewels having its registered office / principal place of business at Tehsil. Ward ABCD District: Mumbai City, Pin: 400036.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     OR
    - That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 27/07/2017 and ending with 31/12/2023 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under,
  - That the promoter shall take all the pending approvals from the competent authorities
  - If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid Digitally Signed by Dr. Vasant Fremanand Prabhu (Secretary, MahaRERA) Date:7/27/2017 1:22:07 PM

Dated: 27/07/2017 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 7422

दिनांक: 22/09/2017

बाचे नाव: गिरगाव

nday, September 22, 2017

34 PM

्त्रऐवजाचा अनुक्रमांक: बबई3 -6582-2017

न्तरेवजाचा प्रकार : पर्यायी जागेचा करार

ाहर करणाऱ्याचे नाव: - - भाविक अरर्विदकुमार शाह

नोंदणी फी ्रहाताळणी फी पृष्ठांची संस्कृत 240 ₹. 30000.00

₹. 4800.00

₹. 34800.00

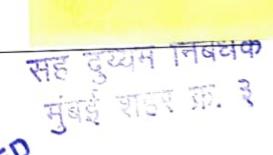
<sub>ापणास</sub> मूळ दस्त ,थंवनेल प्रिंट,सूची-२ अंदाजे

43 PM ह्या वेळेस मिळेल.

ाजार मुल्य: रु.35086500 */-*

गवदला रु.8531000/-

्र च्यकाचा प्रकारः eChallan रक्कमः रु.30000/-िडी/धनादेश/पे ऑर्डर क्रमांकः MH005107617201718M किचे नाव व पनाः ) देयकाचा प्रकारः By Cash रक्क्यः -





#### CHALLAN MTR Form Number-6

GRN MH00510	07617201718M	BARCODE	<b>HONON</b> (1111) (1111)		III Dat	e 06/09/2017-14:57:23	Form ID	
Department Inspector General Of Registration				Payer Details				
Registration Fee  Type of Payment Ordinary Collections IGR				TAX ID (If A	iny)			
, , , , , , , , , , , , , , , , , , , ,					Applicable)			
Office Name BBE3_JT SUB REGISTRA MUMBAI CITY 3			Full Name		BHAVIK ARVINDKUMAR	SHAH		
Location N	IUMBAI							
Year 2	017-2018 One Tir	me		Flat/Block I	No.	FLAT NO 3603 AND 3604 36TH FLOOR A WING		
	Account Head De	tails	Amount In Rs.	Premises/B	uilding	SHREEPATI JEWELS RU	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	
0030063301 An	nount of Tax		30000.00	Road/Stree	TATVA CINCE		1	
				Area/Locali	ty	GIRGAON		
				Town/City/t	District			
				PIN		4 (	0 0 0 0 4	
				Remarks (II	Any)			
				PAN2=AAPFS8232F~SecondPartyName=SHREEPATI JEWELS~			PATI JEWELS-	
DEFACE								
₹3 <b>00</b> 00.0	0							
FACE				Amount In	Thirty Th	ousand Rupees Only		
Payment Details		TE BANK OF INDIA	30,000.00	Words				
		-DD Details		FOR USE IN RECEIVING BANK				
Cheque/DD No.	Sincque	-DD Details		Bank CIN	Ref. No.	00040572017090775456	CP96103370	
Name of Bank				Bank Date	RBI Date	07/09/2017-00:00:00	08/09/2017	
Name of Branch				Bank-Branc		STATE BANK OF INDIA		
The or branch				Scroll No.,	Date	452 , 08/09/2017		

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुव्यम निवंधक कार्यालयाव नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु
Validity uaknown

Dignam signed

Challan Defacepaleto

Sr. No.	Dogumenks Location: India	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-450-6582	0003155428201718	22/09/2017-18:28:37	IGR184 C.	30000.00
			Total Defacement Amount	A CONTROL	30,000.00



+
******************
Dated this 22 day of September 2017
********************
BETWEEN
SHREEPATI JEWELS
(R. R. CHATURVEDI & ORS)
Promuters
AND
MR.BHAVIK ARVINDKUMAR SHAH
Tenant/occupant
Flat No. 3603 on 36th floor of the
Building known as "Shreepati –RUBY
Wing 'A"
AGREEMENT FOR ALTERNATE
ACCOMODATION