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Friday, June 05, 2015

8:25 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 3509

दिनांक: 05/03/2015

भावाचे नाव: लोअर परेल

दस्तऐवजाचा अनुक्रमांक: बवई3-3006-2015

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: कनका एल पोद्दार

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2640.00

पृष्ठांची संख्या: 132

एकूण:

रु. 32640.00

आपणास मूळ दस्त, शंभनेल प्रिंट, सूची-२ व सीडी अंदाजे  
8:37 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, मुंबई-२

बाजार मूल्य: रु. 65149995/-

भरलेले मुद्रांक शुल्क : रु. 4000000/-

भोवदला: रु. 80000000/-

1) देयकाचा प्रकार: eChallan रकम: रु. 300000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001183664201516M दिनांक: 27/05/2015

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु. 2640/-

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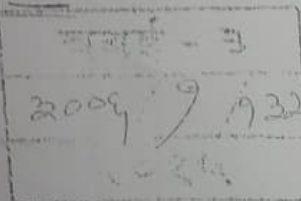
महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अहवाल सन 2015

1. दस्ताचा प्रकार :- करारनामा अनुच्छेद क्रमांक 25(b+d)
2. सादरकर्त्याचे नाव :- कुलका पोद्दार
3. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला
4. गावाचे नाव :- लोहर परेल
5. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- 1629 पाट
6. मूल्य दरविभाग (झोन) :- 12 उपविभाग 88
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक  
प्रति चौ मी. दर :- 423100/-
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 146.65 क्वसेट / विल्ट अप चौ.मीटर / फूट--
9. कारपार्किंग :- — गच्ची :- — पोटमाळा :- —
10. मजला क्रमांक :- 3 वा उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- — घसारा :- —
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्ध पक्के / कच्चे
13. बाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- — ज्यान्वये दिलेली घट/वाढ :-
14. भाडेकरु व्याप्त मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र(जुने क्षेत्र) :- —  
2. नवीन इमारतीत दिलेले क्षेत्र :- —  
3. भाड्याची रक्कम :- —
15. लिक्व अॅन्ड लायसन्सचा दस्त :- 1. प्रतिगाह भाडे रक्कम :- —  
निवासी/अनिवासी 2. अनामत रक्कम / आगावु भाडे :- —  
3. कालावधी :- —
16. निर्धारित केलेले बाजारमूल्य :- 146.65 x 423100 x 1.05 = 65,49,995/-
17. दस्तामध्ये दर्शविलेली मोबदला :- 8,00,00,000/-

18. देय मुद्रांक शुल्क :- 40,00,000/- भरलेले मुद्रांक शुल्क :- 40,00,000/-

19. देय नोंदणी फी :- 30,000

लिपीक



साह दुय्यग निबंधक

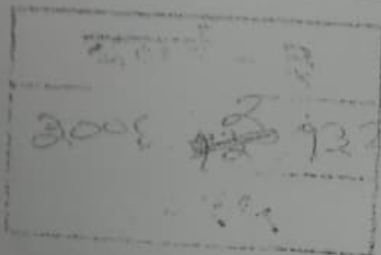
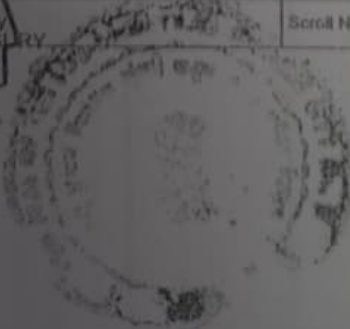


CHALLAN  
MTR Form Number-ii

DEFACED FOR RS:30000.00

GRN	MH00123652015	ARCODE	30000.00	565000	27/05/2015-17:10:59	Form B3
Department	Inspector/Writer/Of Registration			USER		
Type of Payment	Deface Number: 000905275201516			KBB4RA(BBE3)		
(Amt. in words: Thirty Thousand Rupees Only)				AMOUNT		
Ordinary Collections IGR				Payor Details		
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2			TAX ID (If Any)		
Location	MUMBAI			PAN No. (If Applicable)		
Year	2015-2016 One Time			Full Name	KANAKA L PODDAAR	
Account Head Details				Flat/Block No.	FLAT NO 901 9TH FLOOR	
				Amount In Rs.	Premises/Building	
0030063301	Amount of Tax			30000.00	Road/Street	PNA MIRAGE SUDAM KALU AHIRE MAG
				Area/Locality	WORLI MUMBAI	
				Town/City/District		
				PIN	4 0 0 0 2 5	
				Remarks (If Any)		
				PAN2--PN=MS CHAMBER CONSTRUCTION PV		
				T LTD--CA=		
				Amount In	Thirty Thousand Rupees Only	
Total	30000.00			Words		
Payment Details				FOR USE IN RECEIVING BANK		
STATE BANK OF INDIA				Bank CIN	REF No.	00040572015052813976 CP20607300
Cheque/DD Details				Date	27/05/2015-17:10:59	
Cheque/DD No				Bank-Branch	STATE BANK OF INDIA	
Name of Bank				Scroll No., Date	350, 29/05/2015	
Name of Branch				Validity unknown		

Mobile No. : Not Available  
Date: 20/05/2015  
Reason: Deface  
Document  
Location: India



CHALLAN  
MTR Form Number-6

GRN	MH 00 1183522 201516M	BARCODE	Date 27/05/2015-17:07:33		Form ID 25.2			
Department	Inspector General Of Registration		Payer Details					
Type of Payment	Non-Judicial Customer-Direct Payment		TAX ID (If Any)					
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2		PAN No.(If Applicable)					
Location	MUMBAI		Full Name	KANAKA L PODDAAR				
Year	2015-2016 One Time		Flat/Block no,	FLAT NO 901 9TH FLOOR				
Account Head Details	Amount in Rs.	Premises/Bldg						
0030045501 Sale of Non Judicial Stamp	4000000.00	Road/Street	RNA MIRAGE SUDAM KALU AHIRE MARG					
		Area/Locality	WORLI MUMBAI					
		Town/City/District						
		PIN	4	0	0	0	2	5
		REMARKS	PAN2--PN=MS CHAMBER CONSTRUCTION PVT LTD--CA (If Any) Make payment at any branch of STATE BANK OF INDIA Before 03/06/2015					
Total	4000000.00							
Amount In Words	Forty Lakh Rupees Only							
Payment Details	STATE BANK OF INDIA		FOR USE IN RECEIVING BANK					
Cheque/DD Details	Bank CIN	REF No.	CP20606975					
Cheque/DD No.	Date							
Name of Bank	Bank-Branch		STATE BANK OF INDIA					
Name of Branch	Scroll No. ,Date							

Mobile No. : Not Available

SYNBR92015052700448227

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ARTICLES OF AGREEMENT made at Mumbai this 29<sup>th</sup> day of May 2015, between CHAMBER CONSTRUCTIONS PRIVATE LIMITED a company incorporated under the Companies Act, 1956 having its registered office at 50, Veer Nariman Road, Mumbai 400023 hereinafter referred to as "DEVELOPERS" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its administrators and assigns) of the FIRST PART And **MRS. KANAKA L. PODDAAR**, residing at **Samroudhil General Trading FZE, P.O. Box - 54503, Hamariya Free Zone, Sharjah, U.A.E.** hereinafter referred to as "THE FLAT PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors and administrators) of the SECOND PART

*KPD*

WHEREAS:

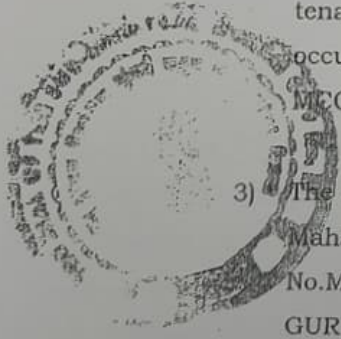
1) MUNICIPAL CORPORATION OF GREATER MUMBAI hereinafter referred to as the 'said MCGM' is the owner of a plot of land bearing Cadastral Survey No. 1629(part) in the Lower Parel Division on Sudam Kalu Ahire Marg, Worli, Mumbai 400 025 in the G(South) Ward admeasuring about 3600 sq. mts. (hereinafter referred to as the said plot of land ) hereto together with the structures standing thereon, more particularly described in the Schedule I hereunder written (hereinafter referred to as "the said plot of land with buildings"). The said plot of land and the buildings are hereinafter collectively defined as the 'said property'. The said plot of land as mentioned in schedule I after demolition of the existing structures has been than demarcated into two plots i.e. plot A for the construction of rehab and BMC buildings and plot B for the construction of free sell building. The said plan showing the plots A & B are annexed hereto **Annexure "A"**

2) The said MCGM had given the said structures therein to various tenants who are in occupation of the said units and are occupying the said units on payment of monthly rent to the said MCGM (hereinafter referred to as the 'said tenants').

3) The said tenants have formed and registered a society under the Maharashtra Co-operative Housing Society Act under registration No.MUM/WGS/HSG/TC/8321 named and styled as GURUKRUPA CO-OPERATIVE HOUSING SOCIETY LTD. having its registered office at Municipal Asphalt Chawl, of Lower Parel Division, Sudam Kalu Ahire Marg, Worli, Mumbai - 400 025. (hereinafter also referred to as the 'said society').

4) The guidelines for the Reconstructions/Redevelopment of Old Municipal Properties by Municipal Tenants Co-operative Housing Societies, is under Regulation 33(7), Appendix-III, under Development Control Regulation for Greater Mumbai, 1991. These guidelines are approved by Maharashtra Government through its Urban Development Department under No.TPS-4394/2535/CR-427/UD-1 dated 14.11.1994.

5) The said property referred to herein in schedule I is



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property which qualified for redevelopment under the said rules.

- 6) The said tenants of the said property decided to implement the Reconstruction/Redevelopment Scheme vide Regulation 33(7), Appendix-III, under D.C.R. 1991, by availing F.S.I. of up to 2.5 after getting N.O.C/Clearance from Ward Officer (Estates), by demolishing the existing structures, and constructing in R.C.C. framed structure, as per plans to be approved from the Municipal Corporation of Greater Mumbai..
- 7) The said Society by itself or its members, did not possess enormous finance, and technical and administrative competence to prepare the scheme, get it approved, monitor follow-up actions, commence construction, and complete the project. As such after several deliberations amongst themselves, and discussions with different developers, decided to entrust this Reconstruction/Redevelopment Project to "M/s. CHAMBER CONSTRUCTIONS Pvt. Ltd.", the Developers herein.
- 8) In pursuance of power and authority granted in the General Meeting the said society entered in to a Development Agreement dated 13<sup>th</sup> February 2001 as amended with the said Developers.
- 9) The said tenants in their individual capacities and in their capacities as representatives and members of the said society have agreed to with the Developers to confer assign and grant the rights of development of the said property and also various other rights as contained in the said agreements on the terms and conditions and for a price as contained in the said agreement.
- 10) The tenants and the said society through its office bearers have granted an Irrevocable power of attorney (hereinafter referred to as "said Power of Attorney") appointing the Developers as their Constituted Attorneys authorizing them to carry out such acts as are listed in the said power of attorney.
- 11) The Developers in pursuance of the said agreement and the said Power of Attorney prepared the development plans of the said property and put up an application under the said scheme for approval by the said MCGM

Structural Engineers.

- 18) The Developers propose to construct two buildings comprising of Ground plus Seven upper floors in one building for rehabilitation and Basement plus Ground plus Thirty nine upper floors in the second building as free sale building, respectively.
- 19) The Developers had submitted the building plans for the re-development of the said property for construction of two buildings after demolishing the existing structures which has been duly sanctioned by the M.C.G.M and had issued IOD bearing no. EB/9611/GS/A Dt. 13<sup>th</sup> May 2005 and Commencement Certificate has been issued is annexed hereto as **Annexure "B"**.
- 20) While sanctioning the building plans, concerned local authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and upon due observance of which only the occupation certificates in respect of the proposed buildings shall be granted by the concerned local authority.
- 21) A copy of the certificate of title of the Developers in respect of the said property issued by Mr. Nikesh Kabani, Advocates is annexed hereto as **Annexure "C"**.
- 22) The Developers have accordingly commenced the construction of the new buildings to be known as "R.NA. MIRAGE" on the said property in accordance with the sanctioned building plans.
- 23) The Flat Purchasers have demanded from the Developers and the Developers have given inspection to the Flat Purchasers of all the documents of title relating to the said property including the said Development Agreement dated 13<sup>th</sup> February 2001, plans, designs and specifications prepared by the Developers Architect and approved by the corporation and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of permission of construction, sell, management and transfer) Act, and rules made there under.



12) The said MCGM vide Letter of Intent dated 24-12-2002 addressed to the Chief Promoter granted the permission in principle for redevelopment of the said property and conveyed its no objection to the development subject to the compliance of the terms and conditions in the said letter.

13) In pursuance of the said Letter of Intent the said MCGM, the said society and the Developers herein entered in to an Tripartite agreement dated 29<sup>th</sup> January, 2004 authorizing the Developers to redevelop the said property on the terms and conditions specified in the said agreement.

14) The Developers are therefore entitled to re-construct/re-develop the said property by demolishing the existing structures in accordance with the Development Control Regulations, No. 33(7) 1991 of M.C.G.M. The Developers have decided to re-construct or re-develop the said building in accordance with the understanding arrived at by and between them and the said MCGM and the said tenants and the said society.

15) The Developers had agreed to provide the said tenants with a permanent alternative accommodation in the new building to be constructed on the said property on the terms and conditions set out in the agreements entered into by them with the tenants.

16) In accordance with the said permission for development and the said Development Agreement the Developers are entitled to sell the remaining area constructed by them on the said property after providing the permanent alternative accommodation to the said tenants.

17) The Developers have appointed an Architect i.e. M/s S.V.Thalakar & Associate who is registered with the Council of the Architects, as their Architect for development of the said property. The Developers have also appointed an RCC consultant i.e. M/s R.H. Mahimtura & Associates for the preparation of Structural Engineering and drawing in respect of the buildings to be constructed on the said property. The Developers have agreed



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units for domestic servants, septic tanks and soak pits the location of which are not particularly marked on the ground floor plans of the said property. The Purchaser shall not interfere with the rights of the Developers by raising any disputes or Court injunctions under the Maharashtra Ownership Flats Act 1963 and/ or under any other provisions of any other applicable law. The Developers shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any Authority of the estate or Central Government or Competent Authorities under any law concerning the construction of the said new building for implementation of the scheme for development of the said property.

4. The flats and other premises to be constructed in the new building will be having the amenities and specifications as per the particulars given in the **Annexure "E"** hereto.

5. The Building plans in respect of the said new building as approved by MCGM as aforesaid will remain open for inspection on all working days during office hours at the Building site and also at the Developers office at 50, Veer Nariman Road, Fort, Mumbai 400 023.

6. The Purchaser has, prior to the execution of this Agreement satisfied himself about the title of the said society and the Developers herein to the larger property and the property respectively and the purchaser shall not be entitled to further investigate the title of the owner and the Developer and no requisitions or objections shall be raised on any matter relating thereto in the future.

7. The Purchaser hereby to purchase from the Developers and the Developers hereby agree to sell to the Purchaser the said unit/ premises/ garage/ Flat no. **901**, admeasuring about **1315** sq. ft

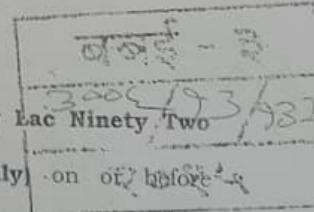
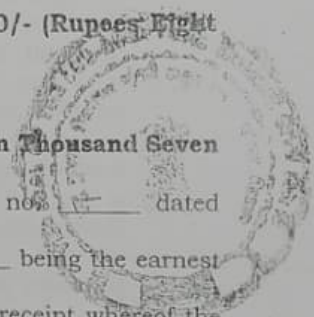
(Carpet area) in the building known as "RNA MIRAGE" on 9th floor shown in red colour on the floor plan marked Annexure "D" (hereinafter referred to as the 'said unit') together with the amenities and specifications as per the list hereto annexed and marked Annexure "E" at or for the price of **Rs. 8,00,00,000/- (Rupees Eight Crore only)** including, proportionate part of common areas pertaining to the said unit. The nature extent and description of common and/ or limited common areas are mentioned in the Second Schedule hereunder written.

8. The Purchaser hereby agrees, consents and undertakes to pay to the Developers the purchase price of **Rs. 8,00,00,000/- (Rupees Eight Crore only)** in the following manner:-

a) **Rs. 49,07,712/- [Rupees Forty Nine Lac Seven Thousand Seven Hundred Twelve only]** vide cheque bearing no. \_\_\_\_\_ dated **25/03/2015** drawn on \_\_\_\_\_ being the earnest money on the execution hereof (payment and receipt whereof the Developers admit and acknowledge)

b) **Rs. 7,50,92,288/- (Rupees Seven Crore Fifty Lac Ninety Two Thousand Two Hundred Eighty Eight only)** on or before **20/05/2015** which shall amount to **100 %** of the purchase price.

being the balance amount of the purchase price to be paid by the purchaser to the Developers on or before the Developers offering possession to the purchaser of the premises hereby agreed to be allotted to the Purchaser. Each of the aforesaid installments of the Purchase price shall be paid duly and punctually without any claim or deduction, time being essence of the contract in respect of each such installment of payments. The purchaser confirms that no interest in the said premises is intended to pass or shall be deemed to have passed in favour of the purchasers, until the full payment of the full



*[Handwritten signatures]*

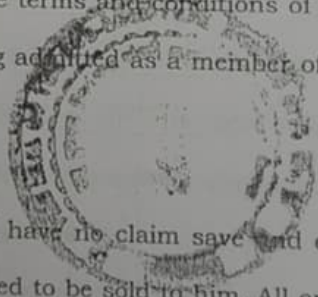
shall

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Developers shall also pay to the Purchaser Rs. 10,000/- (Rupees Ten thousand only) as the quantified amount by way of liquidated damages such amounts shall be accepted and appropriated by the Purchaser in full satisfaction of all his claims under this Agreement and also against the said Premises and against the Developers.

11. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said property or the said new building or any part thereof including the said premises on execution of this agreement. It is agreed by and between the parties that conferment of title in respect of the said premises shall take place in favour of the Purchasers only on the Purchaser's making full payment of consideration to the Developers and complying with the terms and conditions of this Agreement and on the Purchaser being admitted as a member of the said society as herein provided.



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12. The Purchaser shall have no claim save and except in respect of the said premises agreed to be sold to him. All open terrace and other premises will remain the property of the said society and the Developers and the purchaser will be entitled to use the common areas along with other members of the Society. The Purchaser shall on his/ her admission as a member of the said society hold the said premises as an allottee thereof from the said society in accordance with the Bye-laws and rules and regulations of the said society as shall be in force from time to time.

13. IT IS HEREBY EXPRESSLY AGREED by the Purchaser that the Developers alone shall be entitled to sell/ allot the car parking spaces in the podium and receive and appropriate the sale consideration to

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*[Handwritten signature]*

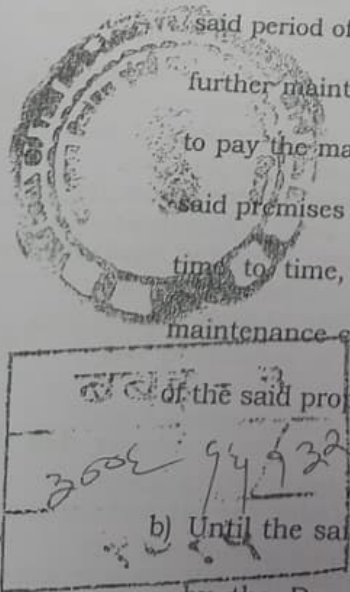
itself. The Purchasers of flats and/ or Organization shall not be entitled to object to such exclusive allotment/ sale by the Developers.

#### 14. Other Payments

a) On or before the receipt of the Occupation Certificate, in respect of the said new building and in any event, before possession of the said premises is offered to him, the Purchaser agrees to pay, the following additional amounts, to the Developers.

- i) **Rs. 350/-** for the entrance fee as well as share application money.
- ii) **Rs. 2,50,000/-** for Interest free refundable Security Deposit for Interior Decoration.
- iii) Rs. \_\_\_\_\_/- for Statutory and other charges.
- iv) Rs. \_\_\_\_\_/- for Development Charges
- v) Rs. \_\_\_\_\_/- for Piped Gas Connection charges

After the expiry of Two year of offer of possession to the purchasers during the period which the Developers have agreed to maintain at their own cost the said premises subject to payment of statutory and other charges as specified in these presents by the Purchaser for the said period of 24 months and further if the Developers are required to further maintain the said new building, the Purchaser shall be liable to pay the maintenance charges in advance and other charges of the said premises as demanded by the Developers and the Purchaser from time to time, shall be liable, to bear and pay all outgoings and maintenance charges and the statutory and other charges in respect of the said property in proportion to an area of the said premises.



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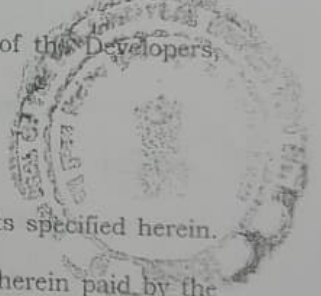
b) Until the said property is transferred and/ or cause to transferred by the Developers to the said society in a manner mentioned herein and intimation of the same is received by the Purchaser from the Developers, the Purchaser shall be bound and liable to pay the Developers regularly and punctually all contribution and

other outgoings and maintenance charges and amounts to be paid by the Purchaser to the Developers, under this Agreement. However if the Developers in their absolute discretion, so desire, shall be entitled to entrust the management of the said property or any part thereof to a committee of persons of his choice from amongst the Purchasers for maintenance and day to day management of the said buildings and all responsibilities in that behalf, shall be that of the said committee of the purchasers. The formation of such committee shall not however, affect, the rights of the Developers retained provided under this agreement, nor shall such act, on part of the Developers, be deemed or construed to be a waiver of rights, reserved into or in favour of the Developers, under this agreement.

- c) That no interest will be payable on the amounts specified herein.

The Developers shall utilize the sum specified herein paid by the purchaser for meeting all expenses and charges for which they are collected herein.

- d) The Purchaser hereby agrees that in the event of an amount by way of premium or security deposit is payable to the said MCGM or to the State Government or Development/ betterment charges or development Tax or Security Deposit for the purpose of giving water connection, drainage connection and electricity connection or any other Tax or payment of a similar nature becoming payable by the Developers, the same shall be paid by the purchaser to the Developers in proportion to the area of the said premises and to determine such amount, the decision of the Developers shall be conclusive and binding upon the purchaser. It is agreed that the development/ betterment charges referred hereinabove shall mean and include charges which the purchasers may be called upon to



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MRS. KANAKA L. PODDAAR  
Samroundhil General Trading FZE,  
P.O. Box - 54503, Hamariya Free Zone,  
Sharjah, U.A.E.

42. Jurisdiction

Courts of Mumbai alone shall have jurisdiction in the matter.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT municipal leasehold plot bearing C.S. No. 1629(part) of Lower Parel Division admeasuring 3600 square meters or thereabouts situate in the Registration Sub-District and District of Mumbai City together with the buildings standing thereon situate at Sudam Kalu Ahire Marg, Worli, Mumbai 400 025 , bounded as follows, that are to say:

**THE SECOND SCHEDULE REFEREED TO ABOVE**

Common Areas and services : Proportionate equal to the immediate area abutting the main entrance door after the landing on the said floor of the said premises. With property right along with all purchasers of premises in the said property ( Applicable in case of Flats only).

Prorata right along with all Purchasers of Premises in the said property in limited common area and facilities i.e. to say :

- 1) Staircase
- 2) Entrance Hall ( Lobby)

(The Aforesaid provision is not applicable in case of CAR PARKING SPACE Area covered under / Garages & Other similar Areas), and appurtant land in the compound adjacent to Building/s, Common Terrace/s Appurtant Terraces to Flats/ Shops etc.)



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IN WITNESS WHEREOF the Developers and the Purchaser have hereunto set and subscribed their hands and seal the day and the year first herein above written.

SIGNED SEALED AND DELIVERED by) **For Chamber Construction Pvt. Ltd.**

The within named Developer )

M/s. Chamber Construction Pvt. Ltd. )

In the presence of ... .. )



*[Handwritten Signature]*  
(Director)



SIGNED, SEALED AND DELIVERED by )

The within named "PURCHASERS" )

**MRS. KANAKA L. PODDAAR** )

In the presence of ... .. )

*[Handwritten Signature]*



1) Shabikant Mishra

2) Ajay Mahamankar

*[Handwritten Signature]*





346

88

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

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

EB/9611/GS/A

No. E.B./CE/

BS/A

of 2004 - 2005

MEMORANDUM

Shri. Anil Agrawal, Director of Chamber Construction, C.A. to Gurukira Co-Op. Hsg. Soc.

Municipal Office, Mumbai 13.5.2004

With reference to your Notice, letter No. 4745 dated 30.1.2003 and delivered on 30.1.2003 and the plans, Sections Specifications and Description and further particulars and plan of your building at C.S.No.1629(pt) of Lower Parel Divn. Morli furnished to me under your letter, dated 30.1.2003 I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up-to-date; my disapproval by thereof reasons :-

A) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.

- 1. That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
3. That the low lying plot will not be filled up to a reduced level at least 0.2 T.H.D. or 6" above adjoining road level whichever is higher with masonry earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.O. for access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting the construction work and the access and set back land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E. (R.C.)/E.E. (S.W.D.) of City before submitting Building Completion Certificate.
5. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3) (x)] will not be submitted by him.

attd...- 2(a) -

- d. Balcony enclosure fees.
e. Insecticide charges.

Handwritten box containing '3008 EB 932' and other illegible marks.

Handwritten signature 'KLD'.

ANNEXURE - B

MUNICIPAL CORPORATION OF GREATER MUMBAI

Sale @ 11

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1988.

NO. RBPC/ 9611 / G.S. / A of 25/5/2004

COMMENCEMENT CERTIFICATE

To,

Sr. Anil Agrawal  
Director of chamber construction  
C.A TO Gunulmra Co-op. Hsg. Soc  
Mumbai -

Ex. Eng. Bldg. Porposal (City)  
E' Ward Municipal Offices, 3rd Floor,  
10 B.K. Hafizuddin Marg, Byculla,  
Mumbai - 400 006.

Sr,

With reference to your application No. 4745 dated 30/1/2003

for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town Planning Act, 1988, to carry out development for Proposed sale Bldg on 10th Acquired Property C.S.No. 1629C(P) of Lower portion Bldg 18th on and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. - on Plot No./C.S.No./G.F.No. 1629C(P) Division/Village/Town Planning Scheme No. Lower Income Division, Situated at Road / Street Ward 9S the Commencement Certificate/Building permit is granted on the following conditions:-

- 1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1988.
- 6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai, if :-
  - a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the 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) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1988.



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2004/13/932

7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.

8) The Municipal Commissioner has appointed Shri. N. R. KHANOLKAR Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

9) This C. C. is issued up to Top of Podium slab.  
This Commencement Certificate is valid upto 29/5/2005

For and behalf of Local Authority  
The Municipal Corporation of Greater Mumbai.

Sd/-  
Assistant Engineer II  
Building Proposals (City)/R&P

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/9611/95/A 25/5/2004

C. TO D)

ARCHITECT

ABR 25/5/04  
AEBPCO II

EB/9611/95/A 18/1/2005

This c.c. is issued up to 10th floor  
of the said building

EB/9611/95/A

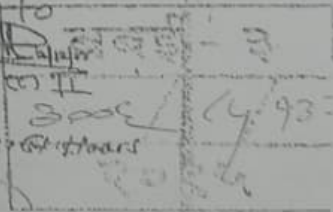
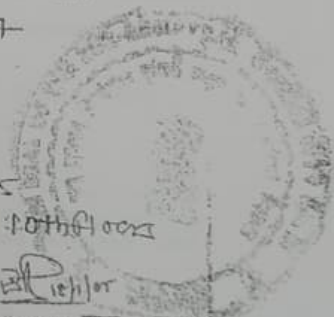
This c.c. is further extended up to  
25th floor

EB/9611/95/A dt. 25/7/06

This c.c. is further issued up to 30th floor  
(final) c.c.

EB/9611/95/A dt. 13/1/07

This C.C. is further issued up to 28th (28) Floor as per amended agreement  
letter dated 28/1/07  
ABR 13/1/07  
AEBPCO II



KA

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**No. EB/0611/GS/A 17/2/2011**

To  
Shri Anil Agarwal  
C.A. to Gurukripa C.H.S. Ltd.  
3<sup>rd</sup> Floor, R.N.A. House  
50, Veer Nariman Road  
Fort, Mumbai 400 023

By Engr. Bala Dhanraj (Cdn) I  
E. V. Vasudevan, 10, S. K. Hafizuddin Marg, Byculla,  
Mumbai - 400 008

Sub.: Full Occupation for Building No.1 of  
redevelopment of Municipal Acquired  
property known as Asphalt chawl, on plot  
bearing C.S.No. 1629 (part) of Lower  
Parel Divn. of Sudam Kalu Ahire Marg,  
Worli, Mumbai.

Ref : Your Architect's letter dated 02.07.2010.

**WITHOUT PREJUDICE**

Sir,

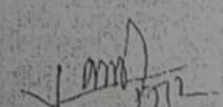
With reference to above letter, this is to inform you that there is no objection  
to occupy the Bldg. under reference for Basement + Ground + 2 Podium + 36  
upper floors, which is constructed under supervision of Architect Shri H. S.  
Thakker (Regn. No.T/107/LS) and Regd. Structural Engineer Shri H. R.  
Mahimtura (Regn.No.STRM/63) subject to following conditions :-

1. That the Certificate under section 270-A of M.M.C.Act will be obtained  
from H.E. Department regarding adequacy of water supply.

This occupation permission is granted without prejudice to rights of  
M.C.G.M. to take action under Section 353-A of M.M.C.Act Act, if found  
necessary.

A set of plans duly stamped/signed showing occupation permission  
granted to portion marked red is returned herewith as token of approval.

Yours faithfully,

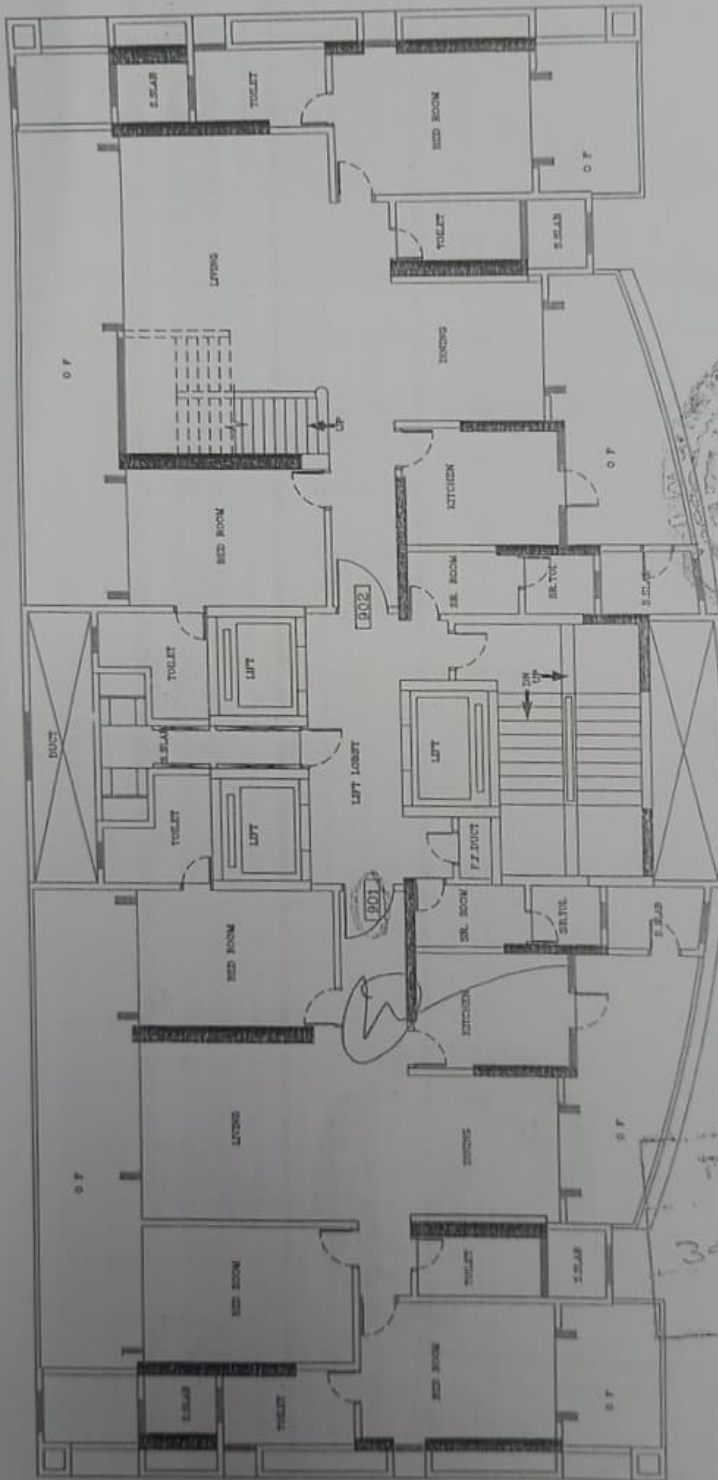
  
Dy. Chief Engineer  
Building Proposals (City)





ANNEXURE - 'D'

**RNA MIRAGE  
(9th FLOOR)**



MRS. KANAKA L. PODDAR  
RNA MIRAGE / 901  
AREA 1315 SQFT (Carpet)  
FLAT NO MARKED IN RED

3008 22/93  
KPK 10/5

ANNEXURE - I

346  
SR

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

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

EB/9611/GS/A  
No. E.B./CE/ BS/A of 2004 - 2005

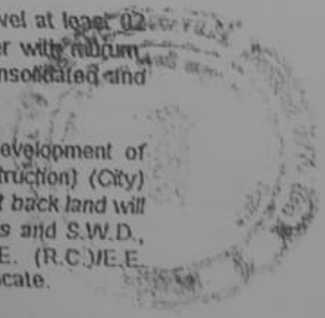
MEMORANDUM  
Shri. Anil Agrawal,  
Director of Chamber Construction,  
C.A. to Gurukripa Co-Op. Hsg. Soc.

Municipal Office,  
Mumbai 13/5/2004

With reference to your Notice, letter No. 4745 dated 30.1.2003 and delivered on 1.2.2003 and the plans, Sections Specifications and Description and further particulars and detail of your building at C.S.No.1629(pt) of Lower Parel Divn., Morli furnished to me under your letter, dated 30.1.2003 I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:-

**A) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.**

1. That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
3. That the low lying plot will not be filled up to a reduced level at least 02 T.H.D. or 6" above adjoining road level whichever is higher with mud, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.O. for access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting the construction work and the access and set back land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E. (R.C.)/E.E. (S.W.D.) of City before submitting Building Completion Certificate.
5. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3) (ix)] will not be submitted by him.



ntd... 2(a) -

Handwritten initials 'KLD'

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- d. Balcony enclosure fees.
- e. Insecticide charges.

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 12th day of May 2005 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

*[Signature]*  
12/5/04  
Executive Engineer, Building Proposals,  
Mumbai City-I Wards.

SPECIAL INSTRUCTIONS

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

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

(3) ~~Under the provisions of the said Act, the City Engineer is empowered to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.~~

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

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

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

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

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

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

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

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

*[Handwritten mark]*

3008/04/132  
2008

MUNICIPAL CORPORATION OF GREATER MUMBAI

Scale 2:1

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1988.

NO. EEBPC/ 9611 / 95 / A of 25/5/2004

COMMENCEMENT CERTIFICATE

To.

Sr. Anil Agrawal

Director of chamber construction

C.A TO GUMUNIPA Co-op. Hsg. Soc

MUMBAI -

Ex. Eng. Bldg. Proposal (City)  
E' Ward Municipal Offices, 3rd Floor,  
10 S.K. Hafizuddin Marg, Byculla,  
Mumbai - 400 008.

Sr.

With reference to your application No. 4745 dated 30/1/2003

for Development Permission and grant of Commencement Certificate under Section 44 and 89 of the Maharashtra Regional and Town Planning Act, 1988, to carry out development for Proposed Scale Bldg on Mub. Acquired Property

C.S. No. 1623C Plot Lower portion of Plot 15455

and building permission under section 345 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. - on Plot No./C.S.No./C.F.B. No. 1623C P2 Division/

Village/Town Planning Scheme No. - Situated at Road / Street

Lower portion of Plot 15455 Ward 95 the Commencement

Certificate/ Building permit is granted on the following conditions:-

- 1) The land vacated in consequence of the endorsement of the setback (line/road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1988.
- 6) This certificate is liable to be revoked by the Municipal commissioner for Greater Mumbai, if :-
  - a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the 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) The Municipal commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1988.



P.T.O.

3008/13/932



Index-2( सूची - २ )



05/06/2015

सूची क्र.2

दुय्यम निबंधक : सह दु. नि. मुंबई शहर  
3

दल क्रमांक : 3006/2015

नोंदणी :

Regn:63m

गावाचे नाव : 1) लोअर परेल

- (1) विलेखाचा प्रकार करारनामा  
(2) मोबदला 80000000  
(3) वाजाराभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)  
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (अगम्याम)  
(5) क्षेत्रफळ 1) 146.65 चौ.मीटर

1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : मदनिका नं: मदनिका क्रं 901, माळा नं: 9 वा मजला, इमारतीचे नाव: आर एन ए गिराज, ब्लॉक नं: बरळी मुंबई 400025, रोड मुदाप काळू अहिरे मार्ग( ( C.T.S. Number : 1629PART ; ) ) इतर हद्द.

(6) आकारणी किंवा जुरी देण्यात अगेल वेळा.

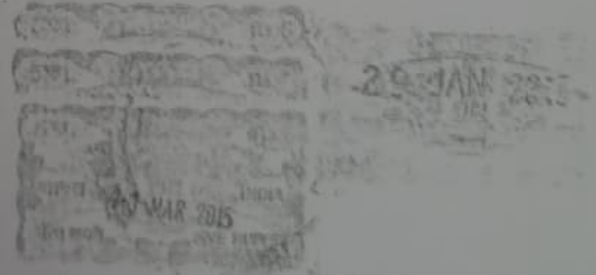
(7) दस्तऐवज करून देणा-या/विहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अगम्याम, प्रतिवादिचे नाव व पत्ता.

1): नाव:-चेबर कन्सट्रक्शन प्रा लि चे संचालक गोकुल अग्रवाल तपे मुधतवार फुलचंद - मोठ्या वय:-48; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: आर एन ए कॉर्पोरेट पार्क, ब्लॉक नं: वांद्रा पु मुंबई, रोड नं: कस्तानगर, महाराष्ट्र, मुंबई. पिन कोड:-400051 पॅन नं:- AAACC2732L

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

1): नाव:-कनका एल पोहार वय:-49; पत्ता:-प्लॉट नं: 1503, माळा नं: 15, इमारतीचे नाव: ए व्ही, मुधदा, ब्लॉक नं: बरळी मुंबई, रोड नं: एन पी रोड, महाराष्ट्र, मुंबई. पिन कोड:- 400030 पॅन नं:-

- (9) दस्तऐवज करून दिव्याचा दिनांक 29/05/2015  
(10) दस्तऐवज करून दिव्याचा दिनांक 05/06/2015  
(11) अनुक्रमांक, खंड व पृष्ठ 3006/2015  
(12) वाजाराभावाप्रमाणे मुद्रांक शुल्क 4000000  
(13) वाजाराभावाप्रमाणे नोंदणी शुल्क 30000  
(14) शेर



मुंबई नगरपालिका नि. विभाग पत्रव्यवस्था  
सहायक

मुद्रांक शुल्क आकारण्यात निवडलेला  
अनुषंग

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

सह दुय्यम निबंधक  
मुंबई शहर इ. ३