

509/9587

पावती

Original/Duplicate

Thursday, June 13, 2024

नोंदणी क्र.: 39म

3:11 PM

Regn.: 39M

पावती क्र.: 10167 दिनांक: 13/06/2024

गावाचे नाव: दादर-नायगाव

दस्तऐवजाचा अनुक्रमांक: बबई5-9587-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: समीर दोसानी

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 1100.00

पृष्ठांची संख्या: 55

DELIVERED

एकूण: रु. 31100.00

सह दुय्यम निबंधक, मुंबई-5

बाजार मूल्य: रु. 10463392.8 /-

मोबदला रु. 24339000/-

भरलेले मुद्रांक शुल्क : रु. 1460500/-

सह. दुय्यम निबंधक
मुंबई शहर क्र. ५

1) देयकाचा प्रकार: DHC रक्कम: रु. 1100/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0624134108459 दिनांक: 13/06/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH003486702202425E दिनांक: 13/06/2024

बँकेचे नाव व पत्ता:

DELIVERED

6/13/2024



13/06/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 5

दस्त क्रमांक : 9587/2024

नोंदणी :

Regn:63m

गावाचे नाव : दादर-नायगाव

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	24339000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	10463392.8
(4) भू-मापन, फोटोहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन : इतर माहिती: सदनिका क्र. 706,7वा मजला,आयेशा पॅलेस,डॉ. बाबासाहेब आंबेडकर रोड,परेल,मुंबई 400012..... क्षेत्रफळ 425 चौ फूट रेरा कार्पेट..... इतर सर्व माहिती दस्तात नमूद केल्याप्रमाणे((G.T.S. Number : 23 ;))
(5) क्षेत्रफळ	1) 43.44 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. शोएब इंटरप्राइसेस तर्फे भागीदार अन्सारी मोहम्मद असलम अब्दुल मजीद वय:-55; पत्ता:-प्लॉट नं: , माळा नं: , इमार्तीचे नाव:-ऑफिस एट 30/ए, इरफान पॅलेस , ब्लॉक नं: , रोड नं: शेख हाफीझुद्दीन मार्ग , महाराष्ट्र, मुंबई. पिन कोड:-400008 पॅन नं:-AAAFZ4488M
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-समीर दोसानी वय:-47; पत्ता:-प्लॉट नं: डी/204, माळा नं: , इमार्तीचे नाव: डेफोडायल गौरव वेळी , ब्लॉक नं: विनय नगर, मीस रोड पूर्व , रोड नं: , महाराष्ट्र, THANE. पिन कोड:-401107 पॅन नं:-DSRPD4147M
(9) दस्तऐवज करून दिल्याचा दिनांक	13/06/2024
(10)दस्त नोंदणी केल्याचा दिनांक	13/06/2024
(11)अनुक्रमांक,खंड व पृष्ठ	9587/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1460500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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



खरी प्रत

सह दुय्यम निबंधक मुंबई ५

DailyCashBook

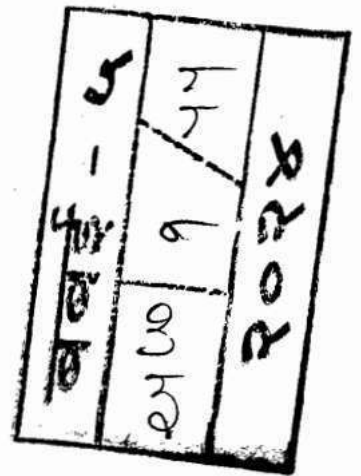
Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Sameer Dosani	eChallan	69103332024061313422	MH003486702202425E	1460500.00	SD	0001928284202425	13/06/2024
2		DHC		0624134108459	1100	RF	0624134108459D	13/06/2024
3	Sameer Dosani	eChallan		MH003486702202425E	30000	RF	0001928284202425	13/06/2024

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

Valuation ID: 202406134530		मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)		13 June 2024 01:34:50 PM
मूल्यांकन क्षेत्र (Block)	शहरी	दुकाने	ऑटोमॅटिक	मोजमाप-मंच एकक
जिल्हा	मुंबई(पश्चिम)	331300	229400	वीरसा मीटर
मूल्यांकन क्षेत्र (Sub-Block)	14-दादर नाथगाव डिव्हिजन			
मूल्यांकन विभाग	भुसावळ पूर्वस आडकळ मार्ग, दक्षिणेस जगत्राय गातानकर मार्ग पश्चिमेस माधव रत्न लॉडिन, उत्तरेस डिव्हिजनची उत्तर हद्द			
सह-दादर - मूल्यांकन	शिटी एम - नंबर 23			
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.				
क्षेत्र (Area)	निवासी रहनिमा			
वर्ग मीटर	229400			
बांधीव क्षेत्राची माहिती				
बांधकाम क्षेत्र (Built Up)	43.74 चौरस मीटर	मिळकतीचा वापर -	मिळकतीचा प्रकार -	बांधीव
बांधकामाचे तर्किकरण	1-आर सी सी आहे	मिळकतीचे वय -	बांधकामाचा दर -	RS. 30250/-
सह-दादर - मूल्यांकन		मजले:	5th floor To 10th floor	
रस्ता समूह				
Sale Type - First Sale				
Sale/Resale of built up Property constructed after circular dt.02/01/2018				
15-वर्सा निहाय घट/वाढ		- 105% apply to rate-- Rs.240870/-		
धसा-यानुसार मिळकतीचा प्रतीशत वी मीटर मूल्यदर				
		=((वार्षिक मूल्यदर * खुल्या जमिनीचा दर) * धसा-यानुसार टक्केवारी) * खुल्या जमिनीचा दर)		
		(((240870-94170) * (100 / 100)) * 94170)		
		Rs.240870/-		
A) मूळ मिळकतीचे मूल्य		वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र		
		=240870 * 43.44		
		Rs. 10463392.8/-		
Application Rules				
एकत्रीय अंतिम मूल्य				
		मूळ मिळकतीचे मूल्य - टक्केवारी मूल्य - वेगवेगळे मजले - वेगवेगळे मजलेचे मूल्य - वरील मजलेचे मूल्य - बांधकामाचा दर * मिळकतीचे क्षेत्र - खुल्या जमिनीचा मूल्य - धसावरील मिळकतीचा मूल्य जागेचे मूल्य - बांधकामाचा दर * मिळकतीचे क्षेत्र - बांधकामाचा दर * मिळकतीचे क्षेत्र		
		A + B + C + D + E + F + G + H + I + J		
		= 10463392.8 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0		
		-Rs. 10463392.8/-		

Home Print





CHALLAN
MTR Form Number-6



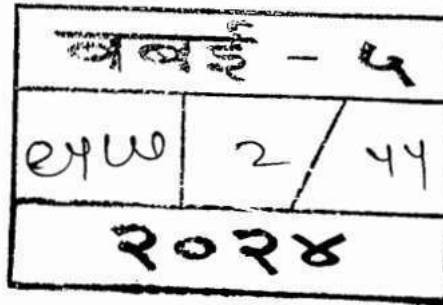
GRN	MH003486702202425E	BARCODE	[Barcode]		Date	13/06/2024-12:06:23	Form ID	25.1	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty Registration Fee					
Office Name				BOM5_JT SUB REGISTRAR MUMBAI 5					
Location				MUMBAI					
Year				2024-2025 One Time					
Account Head Details				Amount In Rs.		Payer Details			
0030045501 Stamp Duty				1460500.00		TAX ID / TAN (If Any)			
0030063301 Registration Fee				30000.00		PAN No.(If Applicable) DSRPD4147M			
						Full Name Sameer Dosani			
						Flat/Block No. Flat No.706, 7th Floor, Aayesha Palace			
						Premises/Building			
						Road/Street Dr. B Ambedkar Road, Parel			
						Area/Locality Mumbai			
						Town/City/District			
						PIN 4 0 0 0 1 2			
						Remarks (If Any)			
						PAN2=AAAFZ4488M--SecondPartyName=Zoeb Enterprises-			
						Amount In Fourteen Lakh Ninety Thousand Five Hundred Rupees			
Total				14,90,500.00		Words Only			
Payment Details				IDBI BANK					
				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN		Ref. No.		69103332024061313422 2873752666	
Cheque/DD No.				Bank Date		RBI Date		13/06/2024-12:08:32 Not Verified with RBI	
Name of Bank				Bank-Branch		IDBI BANK			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

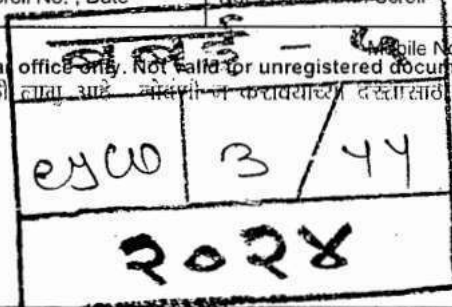
Mobile No. : 9224250325



CHALLAN
MTR Form Number-6



GRN	MH003486702202425E	BARCODE			Date	13/06/2024-12:06:23	Form ID	25.1	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty Registration Fee					
Office Name				BOM5_JT SUB REGISTRAR MUMBAI 5					
Location				MUMBAI					
Year				2024-2025 One Time					
Account Head Details				Amount In Rs.		Premises/Building			
0030045501 Stamp Duty				1460500.00		Road/Street			
0030063301 Registration Fee				30000.00		Area/Locality			
						Town/City/District			
						PIN			
						4 0 0 0 1 2			
						Remarks (If Any)			
						PAN2=AAAFZ4488M-SecondPartyName=Zoeb Enterprises-			
						Amount In			
						Fourteen Lakh Ninety Thousand Five Hundred Rupees			
Total				14,90,500.00		Words			
						Only			
Payment Details				IDBI BANK					
				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN		Ref. No.		69103332024061313422 2873752666	
Cheque/DD No.				Bank Date		RBI Date		13/06/2024-12:08:32 Not Verified with RBI	
Name of Bank				Bank-Branch		IDBI BANK			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			



Department ID : 9224250325
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 यह चालन केवल दस्तावेजों को पंजीकृत करने के लिए ही मान्य है। अनपंजीकृत दस्तावेजों के लिए यह चालन मान्य नहीं है।

Challan Defaced Details

Sr. No.	Remarks	Document No.	Defacement Date	Userld	Defacement Amount
1	(IS)-509-9587	0001928284202425	13/06/2024-15:06:52	IGR550	30000.00
2	(IS)-509-9587	0001928284202425	13/06/2024-15:06:52	IGR550	1460500.00
Total Defacement Amount					14,90,500.00

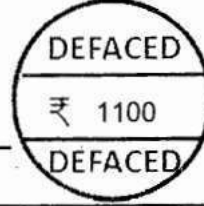


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0624134108459	Receipt Date	13/06/2024
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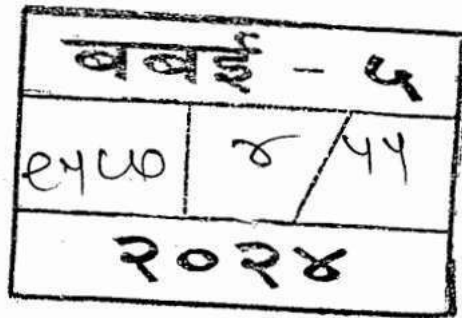
Received from Zoeb Enterprises , Mobile number 0000000000, an amount of Rs.1100/-, towards Document Handling Charges for the Document to be registered on Document No. 9587 dated 13/06/2024 at the Sub Registrar office Joint S.R. Mumbai 5 of the District Mumbai District.



Payment Details

Bank Name	WIBMOPG	Payment Date	13/06/2024
Bank CIN	10004152024061307929	REF No.	13135215
Deface No	0624134108459D	Deface Date	13/06/2024

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





बवक - ५	
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ARTICLES OF AGREEMENT made at Mumbai this 13th day of June Two Thousand and Twenty-Four (2024), **BETWEEN, M/s. ZOEB ENTERPRISES (PAN – AAAFZ4488M)** a partnership firm of Bombay through its Partner **MR. ANSARI MOHAMMED. ASLAM ABDUL MAJID** having their office at 30A, Irfan Palace, Shaikh Hafizuddin Marg, Mumbai - 400 008, herein after called "**THE BUILDERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean include their respective heirs, executors, administrators and assigns) of the **ONE PART**;

AND

MR. SAMEER DOSANI, (PAN – DSRPD4147M), aged 47 years, an adult, Indian Inhabitant presently residing at D/204, Defodile Gaurav Velley, Vinay Nagar, Mira Road East, The Address Thane City – 401107, hereinafter called the "**PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, his /their heirs executors administrators and assigns / the partner or partners for the time being of the said firm and the survivor or survivor of them and the heir executors and administrators and assign of such survivor and in the case of a Company, its Successors and permitted assigns) of the **OTHER PART**;

WHEREAS an immovable property being a piece or parcel of land or ground, bearing Collector New Nos. E/12573, 12574, Laughtons Survey No. E/1972,L.T.A.C.R. R. No.16, Cadastral Survey No.23 of Dadar Naigaon Division, admeasuring an area of 769.24 sq. meters or thereabout and more particularly described in the Schedule hereunder written (hereinafter referred to as "the said Land") consisting of old ground + 2nd upper floor structures.

AND WHEREAS the said land and said Existing Old Structures standing thereon are collectively referred to as "the said Property" is originally owned by M/s. Zoeb Enterprises and the property card in respect of said property stands in the name of partnership firm, namely, M/s. Zoeb Enterprises;

AND WHEREAS the said property is originally purchased by M/s. Zoeb Enterprises by way of registered Conveyance Deed dated 21st February, 2008 duly registered with the office of Sub-registrar of Assurances, Mumbai City, vide Serial No.BBE-3/2801 of 2008;

AND WHEREAS particulars of each of the said Existing Old Structures such as the number of residential tenements, the names of the respective Tenant / Occupant who are in use and occupation of each of those residential premises / non-residential premises area thereof and all the structures are constructed prior to 1940 coming under "A" Category as notified by MCGM/MHADA and thus, all the tenements thereto are cessed structures;

AND WHEREAS thus the Builders are absolutely seized and possessed otherwise well and sufficiently entitled to the property more particularly described in the First Schedule hereunder written [hereinafter referred to as "the said property"].

AND WHEREAS the Builders have negotiated with the tenants of said Buildings and have demolished the said building/s and in the process of constructing a new building thereon known as **AAYESHA PALACE** as per the plans approved by BMC.



नवई - ५	
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[Handwritten signature]

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AND WHEREAS the Municipal Corporation of Greater Bombay (hereinafter referred to as "the Corporation") has sanctioned the plans as submitted through the Architects of the Builders M/s Qureshi and Associates and issued on the day of 21/ 06/ 2018 I.O.D. for the development of the said property.

AND WHEREAS the Superintendent of the Land Records (SLR) has certified the correct area of the property as 769.24 Square Mtrs.

AND WHEREAS the Builders propose to construct a residential building on the said property (hereinafter referred to as "the said building").

AND WHEREAS the Builders have entered into a standard agreement with an Architect registered with the Council of Architects and the said agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Builders have also appointed a structural engineer for the preparation of structural design and drawings of the building and the Builders accept the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS by virtue of diverse deeds and documents, the Builders have exclusive right to develop the said property and to sell the flats (hereinafter referred to as the said Flats in the said building to be constructed by the Builders on the said property more particularly described in the Schedule hereunder written and to enter into agreements with the Purchaser of the flats and receive the sale price in respect thereof.

AND WHEREAS the flat purchaser/s demanded from the Builders and the Builders have given inspection to the Purchaser/s of all the documents of title relating to the said property, and the said permissions, the building specifications prepared by the Builders Architect M/s Qureshi & Associates and 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 Act") and the Rules made thereunder and all other provisions of the Statute.



[Handwritten signature]
[Handwritten initials]

बवई - ५	
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AND WHEREAS copies of the property card, 7/12 Extract and Revenue Records of title to the said property in which the said flats are to be constructed and copies of the plans and specifications of the flats and agreed to be purchased by the Purchaser approved by the concerned local authority have been inspected by the Purchaser.

AND WHEREAS while sanctioning the plans the Corporation has laid down certain terms and conditions, stipulations and restrictions which are to be observed and property and upon due observance and performance of which only the Completion and Occupation Certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Builders have commenced construction of the said building in accordance with the said plans.

AND WHEREAS the Purchaser/s has/have requested the Builders for allotment to the Purchaser/s **Flat No. 706 on 7th Floor** in the said building proposed to be constructed.

AND WHEREAS at the request of the Purchaser/s the Builders have agreed to sell to the Purchaser/s the flat at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS the Purchaser/s has/have paid a sum of **Rs.20,00,000/- (Rupees Twenty Lakh Only)** to the Builders as an earnest money towards the sale price of the said flat agreed to be sold by the Builders to the Purchaser/s (payment and receipt whereof the Builders do hereby admit and acknowledge).

The Purchaser/s hereby agree/s to pay to the Builders the balance amount of the Purchase of **Rs.2,23,39,000/- (Rupees Two Crore Twenty Three Lakh Thirty Nine Thousand Only)** by Way of Home loan or his own contribution.

AND WHEREAS the Purchaser/s has/have agreed to pay the by balance price in respect of the said flat in the manner hereinafter appearing.



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AND WHEREAS under Section 4 of the said Act, the Builders are required to execute a written agreement for sale of the said flat to the Purchaser/s being these presents.

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

1. The Builders shall construct Residential Building/s on the said property more particularly described in the Schedule hereunder written in accordance with the plans designs specifications and approved by the concerned local authority and which have been sanctioned and approved by the Purchaser/s with only such variations and modifications as the Builders should consider necessary or as may be required by the Corporation of the other concerned authority to be made or any of them which the Purchaser/s hereby irrevocably express and authorize the Builders to make such changes/ modifications provided however such change / modification shall not adversely effect such Purchaser/s.
2. The Purchaser/s hereby agree/s to purchase from the Builders and the Builders agree to sell to the Purchaser/s **Flat No. 706 of 425 Sq.ft Rera Carpet Area on 7th Floor** as shown in the floor plan known as **"AAYESHA PALACE"** thereof hereto annexed and marked "ANNEXURE - B" in the building to be constructed on the said property for the price of **Rs.2,43,39,000/- (Rupees Two Crore Forty Three Lakh Thirty Nine Thousand only)** which includes the price of proportionate common area and facilities appurtenant to the said flat.
3. The Purchaser do hereby covenant with the Builders to duly pay the monies due under these presents. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to Builders under this Agreement (including his/her/their proportionate share taxes levied upon by the concerned local authority and other taxes) and/or the Purchaser committing breach of any of the terms and conditions herein contained, the Builders shall be entitled to at their option terminate this agreement PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Builders unless and until the Builders shall have given 15 days prior notice in



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writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and defaults shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after giving such notice PROVIDED FURTHER that upon the termination of this Agreement as aforesaid the Builders shall refund the Purchaser the sale price of flat which may have been paid by the Purchaser/s to the Builders but the Builders shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon the termination of this agreement and a refund of the aforesaid amount by the Builders, the Builders shall be at liberty to dispose and sell the flat to such person and at such price the Builders may in their absolute discretion think fit without any objections or claim by the Purchaser/s and without prejudice to the aforesaid right of the Builders, the Purchaser/s shall pay to the Builders interest on the amount in default @ 18% from the date of the default till the date of its payment.

5. Possession of the said Flat shall be delivered to the Purchaser as soon as the building is ready for use and occupation, provided all the sums payable by the Purchaser under the Agreement are paid to the Builders. The Purchaser shall take possession of the said Flat within seven days on the Builders giving written notice to the Purchaser intimating that the said flat is ready for use and occupation.

6. The Builders shall give possession of the Flat to the Flat Purchaser/s on or before ___ day of ___ and unless the Builders have failed and/or neglected to give possession of the Flat to the Flat Purchaser on account of reasons beyond their control and of their agents as per the provisions of Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or dates prescribed in Section 8 of the said Act, then the Builders shall be liable on demand to refund to the Flat Purchaser the amounts already received by them in respect of the flat with simple interest at nine per cent per annum from the date of the Builders having received the sum till the date the amount and interest is repaid and thereupon neither party shall have any claim or demand against the other in respect of the said flat or arising out of these presents. Provided that the Builders shall be entitled to reasonable extension of time for



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giving delivery of the Flat on the aforesaid date, if the completion of the building in which the flat is situated is delayed on account of:

- i. Non-availability of steel, cement, other building material, water or electric supply.
- ii. War, civil commotion or act of god.
- iii. Any notice, order, rule, notification, of the Government and/or other public or competent Authority.

7. Commencing a week after notice in writing is given by the Builders to the Purchaser that the flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of flat) of outgoings in respect of the said property namely local taxes, betterment charges, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building until the Society/Condominium/Limited Company is formed and the said building transferred to it, the Purchaser shall pay to the Builders such proportionate share of the outgoings as may be determined. The Purchaser further agrees/agree that till the Purchaser share is/are determined, the Purchaser shall pay to the Builders provisional monthly contributions of Rs. _____ per month towards the outgoings. The Amount so paid by the Purchaser to the Builders shall not carry any interest and remain with the Builders until a Conveyance/Assignment is executed in favour of the Society or a Limited Company as aforesaid. Subject to the provision of Section 6 of the said Act, on such Conveyance/Assignment being executed the aforesaid deposits (less deduction provided for under this Agreement) shall be paid over by the Builders to the Society or a Condominium or Limited Company as the case may be. The Purchaser undertakes/undertake to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

The Purchaser shall on or before delivery of possession of the said flat deposit with the Builders the following amounts:

Rs. _____ Towards legal charges.



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- ii. Rs. for share, money, application, entrance fee of the Society or Condominium or Limited Company.
- iii. Rs. Charges or fee for formation and registration of the Society or Condominium/ Limited Company.
- iv. Rs. for proportionate share of taxes.
- v. Rs. Deposit towards Electric Charges.
- vi. Rs. Deposit towards water meter.

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9. The Builders hereby covenant with the Purchaser that subject to the Purchaser strictly paying all the dues under this Agreement and observing and performing all the terms and conditions on the part of the Purchaser to be observed and performed, the Purchaser shall from the date of possession peacefully hold and enjoy the said Flat without any interruption by the Builders or any person lawfully claiming through under or in trust for them.
10. The Builders hereby agree to observe and perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat to the Flat Purchaser obtain from the concerned local authority occupation and/or completion certificate in respect of the Flat.
11. The Builders hereby declare that the floor space index available in respect of the said property is as per IOD and sanctioned plans.
12. The Purchaser shall not have any right in respect of floor space index sanctioned by the Corporation/local authority in respect of the said property and any other floor space index that may be sanctioned in future and be utilised for the development of the said property till the formation of Society/condominium and execution of conveyance.

In the event of the Builders being entitled to construct any additional structure or structures or the Builders desiring to make alterations or additions in the said property under the building bye-laws, rules and regulations of the Municipal Corporation of Greater Bombay or otherwise or in the event of the Builders becoming entitled to construct any structure or structures or alterations and/or additions in the said property by virtue of any alterations or amendments of the building bye-laws or rules and



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regulations of the Municipal Corporation of Greater Bombay or otherwise, the Builders shall be entitled to carry out construction of such additional structures and/or additions or modifications, alterations or additions in the said building which is being constructed on the said property or on the said property at any time as may be permitted by the said Corporation without any objection by the Purchaser and such additional storey or construction shall be the sole property and exclusive property of the Builders who shall be entitled to deal with and dispose of the same in such manner as they think fit but without affecting the Purchaser's right in respect of the said Flat. The Builders shall also to be entitled to use the terrace and the entire parapet walls of the Terrace as the Builders deem fit and all income and profits derived therefrom shall be the absolute property of the Builders and the Lease or Assignment in favour of the Co-operative Society shall contain the necessary covenants in favour of the Builders in this behalf. The Purchaser hereby gives his/her irrevocable consent under the provisions of Section 7 of the Maharashtra Ownership Flats Act, 1963 to such additional structure or structures being constructed under such alterations additions or modifications being carried out by the Builders in the said property and the use of the Terrace and the parapet walls of the terrace as set out hereinabove.

14. The Purchaser hereby agree/s and confirm/s that inspection has been given by the Builders of the plans and the specifications of the said building which is being constructed on the said property. The Purchaser hereby further agree/s and covenant/s with the Builder to sign and execute all papers and documents in favour of the Builders or otherwise as may be necessary for the purpose of enabling the Builders to construct the said building in accordance with the said plans relating thereto or such other plans with such additions and alterations as the Builders may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of Bombay Municipal Corporation of Greater Bombay or any other appropriate authorities in that behalf as well as for the construction of such building in the said property upon or after the grant of such approval or sanction relating thereto provided the size and location of the premises agreed to be purchased by the Purchaser is



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not in any manner adversely affected. The Purchaser agree that the said consent is irrevocable.

15. Builders agree that before handing over possession of the flat to the Purchaser and in any event before the execution of Conveyance of the said property in favour of a Co-operative Society/ Condominium or corporate body to be formed by the Purchaser of the flats in the said building to be constructed (hereinafter referred to as "the said Society") the Builder shall make full and true disclosure of the nature of the title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall as far as practicable ensure that the said property is free from all encumbrances and that the Builders have absolute clear and marketable title to the said property so as to enable them to convey to the said property with absolute clear and marketable title on execution of conveyance.
16. It is agreed that if the Floor Space Index is not consumed in full in the construction of the said building and if before the transfer of the property to a Co-operative Society or an Incorporated Body, any further construction on the land is allowed in accordance with rules and regulations of the Municipal Corporation of Greater Bombay, then the Builders would be entitled to put up additional or other constructions without let or hindrance by the Purchaser and to sell the additional premises thus available on ownership basis and to receive and appropriate the price in respect thereof. It is however, agreed by the Builders that they will not construct such additional or other structures so as to adversely affect the area or the location of the premises agreed to be sold to the Purchaser. The Purchaser hereby gives his irrevocable consent to such construction by the Builders and for that matter to make such alterations or changes in the plans shown to the Purchaser.

The Purchaser shall not be entitled to any rebate and/or reduction in the sale price of the said Flat on account of construction of the additional stores or construction on the said building or on the plot as mentioned hereinabove and/or the changes, alterations and additions made in the building.



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18. The Purchaser agree/s and undertakes to use the said fiat in consonance with the Municipal Rules and Regulations and for no other purpose whatsoever.
19. The Purchaser along with the other Purchaser of the flats in the building shall join in forming and registering a Co-operative Society/Condominium or a Limited Company and for which purpose the Purchaser shall from time to time sign and execute application for registration and/or membership and other papers and documents necessary for formation and registration of the Society and for becoming a member including the bye-laws of the proposed society duly filled and signed and returned to the Builders within 7 days of the same being forwarded by the Builders to the Purchaser so as to enable the Builders to register the organization of the Purchaser under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation for the construction Sale Management and Transfer) Rules, 1964.
20. No objection shall be taken by the Purchaser if any changes or modifications are made in the approved bye-laws of the Memorandum and Articles of Association as may be required by the Registrar of Co-operative Societies or Registrar of Companies (in case of formation of a Limited Company as the case may be or any Competent Authority).
21. At the time of registration, the Purchaser shall bear and pay the Stamp Duty and Registration Charges payable, by the said Society or Condominium or Limited Company on the Conveyance/Assignment or any document or instrument of transfer in respect of the said property and the Building, to be executed in favour of the Society or Condominium or Limited Company. The Purchaser shall bear and pay the charges if any, to be paid to BMC/Estate Department, while conveying the property in favour of the Society/Condominium/Society.

22. The Purchaser or himself/themselves with intention to bind all persons into whatsoever hands the flat may come doth hereby covenant with the Builders as follows:

to maintain the flat at Purchaser own costs any good tenantable repair condition from the date of possession of the said flat is taken and shall not do or suffered to be done anything in or to the building in which the said flat is situated, staircase or any passages which



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may be against the rules, regulations or bye laws or concerned local or any other authority or change/ alter to make addition in or to the building in which the said flat is situated and the flat itself or any part thereof.

- b) Not to store in the said flat any goods which are hazardous, combustible or dangerous nature or so heavy so as to damage the construction or structure of the building in which the flat is situated or storing of which goods are objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or any other structure of the building in which the flat including entrances of the building in which the flat is situated and in any case any damage is caused to the building in which the flat is situated or the flat on account negligence or default of the flat Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- c) To carry at his own costs all internal repairs in the said flat Purchaser and maintain the flat in the same condition, state and order in which it was delivered by the Owners to the Purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said flat or any part thereof or at any time make or cause to be made any addition or alteration of whatever nature in to or upon the said flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains, pipes in the flat and the appurtenances thereto in good and tenable repair and condition and in particular so

as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Partis or other



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structural members in the Flat without the prior written permission of the Builders and/or the Society or Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the flat is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage's or other refuse or permit the same to be thrown from the said flat premises in the compound or any portion of the said property and the building in which the flat is situated.
- g) Pay to the Builders within days of demand by the Builders his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the flat is situate.
- h) To bear and pay increase in local taxes, water charges, insurance and other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the flat by the Purchaser.
- i) The Purchaser shall not let, sublet, transfer assign or part with his/her interest or benefit of this agreement or part with possession of the flat until all the dues payable by the Purchaser to the Builders under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non observances of any of the terms and conditions of this Agreement and until the flat Purchaser has/have intimated in writing to the Builders and obtained the no-objection of the Builders in writing.
- j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Condominium or Limited Company may adopt at its inception and addition alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flat therein and for the observance and the performance of the building rules, regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The



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Purchaser shall also observe and perform all the stipulations and conditions laid down by the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) Till a Conveyance/Assignment of the building in which flat is situated is executed, the Purchaser shall permit the Builders and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Property and buildings or any part thereof to view and examine the state and condition and condition thereof.

23. After possession of the said Flat is handed over to the Purchaser, if any additions or alterations in or about or relating to the said building are required to be carried out by the Corporation, Government or Municipality or any authority or authorities, the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other flats/garages/car parking in the said Building at their costs and the Builders shall not be in any manner liable for the same.

24. The Builders shall maintain a separate account in respect of sums received by the Builders from the Purchaser as advance or deposit, sums received on account of share capital for the formation of a Co-operative Society or a Company or towards the outgoings, legal charges, etc. and shall utilise the amounts only for the purposes for which they have been received.



Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of the property and building or any part thereof. The Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces,

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recreation space, etc. will remain the property of the Builders until the said Property and building is transferred to the Society/Limited Company as hereinbefore mentioned.

26. Any delay tolerated or indulgences shown by the Builders in enforcing the terms of the Agreement or any forbearance or giving of time to the Purchaser by the Builders shall not be construed as a waiver on the part of the Builders or any breach of non-compliance of any of the terms and

- conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Builders.
27. The Purchaser shall present this Agreement as well as the Conveyance/ lease to the proper registration office for registration within the time limit prescribed by the Registration Act and the Builders will attend such office on being informed by the person/s and admit execution thereof.
 28. All notice to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered A.D. Post/ Under Certificate of Posting at his/her address specified below:
 29. The Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Maharashtra Act XV of 1970) and the Rules made thereunder/ the said Act and the Rules made thereunder.

THE SCHEDULE REFERRED TO AS FOLLOWS



All THAT the property at (Dadar Road) Dr Babasaheb Ambedkar Road, Mumbai 400 012 bearing **Flat No.706 of 425.00 Sq.ft. Rera Carpet Area on 7th Floor** as shown in the floor plan building known as "AAYESHA PALACE" within the limits of Greater Mumbai in the district and registration sub-district of Mumbai city bearing Collector's New Nos as E/12573, 12574; Laughtons Survey No E/1972;L;T. A.C.R.R. No. 16 and Cadastral Survey No.23 of Dadar - Naigaon Division admeasuring about 769.24 sq.mts according to the extract from the C.S. Register with the building assessed to municipal taxes under "F" Ward No. 392(1) (11,11B, C & 12A) Street Nos. 240E Dr B. Ambedkar Road and bounded as follows: That is to say on or towards the North by the property Rahimabai wd/o Isaac Moosa & Anr; On or toward the South the property of Tata Mills Limited and on or toward the west by private passage.

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

SIGNED SEALED AND DELIVERED by)
the within named BUILDERS)
M/s. ZOEB ENTERPRISES)
through its Partner)
MR. ANSARI MOHAMMED ASLAM)
ABDUL MAJID)
in the presence of.....)



For ZOEB ENTERPRISES
Ansari
PARTNER

- 1.
- 2.

SIGNED AND SEALED AND DELIVERED)
by the within named "PURCHASER")
MR. SAMEER DOSANI)
in the presence of.....)



Sameer

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- 2.

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RECEIPT

Received the sum of **Rs.20,00,000/- (Rupees Twenty Lakh Only)** from the within named Purchaser/s **MR. SAMEER DOSANI** by cash/cheque/ pay slip in terms of clause of this Agreement pertaining to payment schedule. This Agreement will come into force and will be valid only after the proceeds of the cheques/pay slips/Demand Draft are credited to our account.



Payment schedule as follows:-

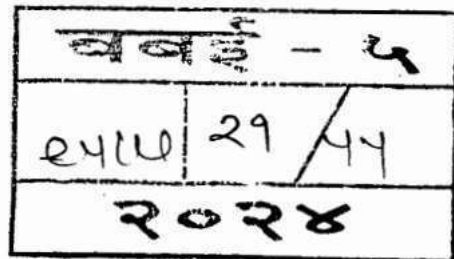
Date	Cheque no.	Bank	Amount
30/05/2024	IMPS	Axis Bank	2,00,000/-
30/05/2024	IMPS	Axis Bank	4,00,000/-
31/05/2024	IMPS	Axis Bank	4,00,000/-
03/06/2024	IMPS	Axis Bank	5,00,000/-
03/06/2024	IMPS	Axis Bank	5,00,000/-
Total			20,00,000/-

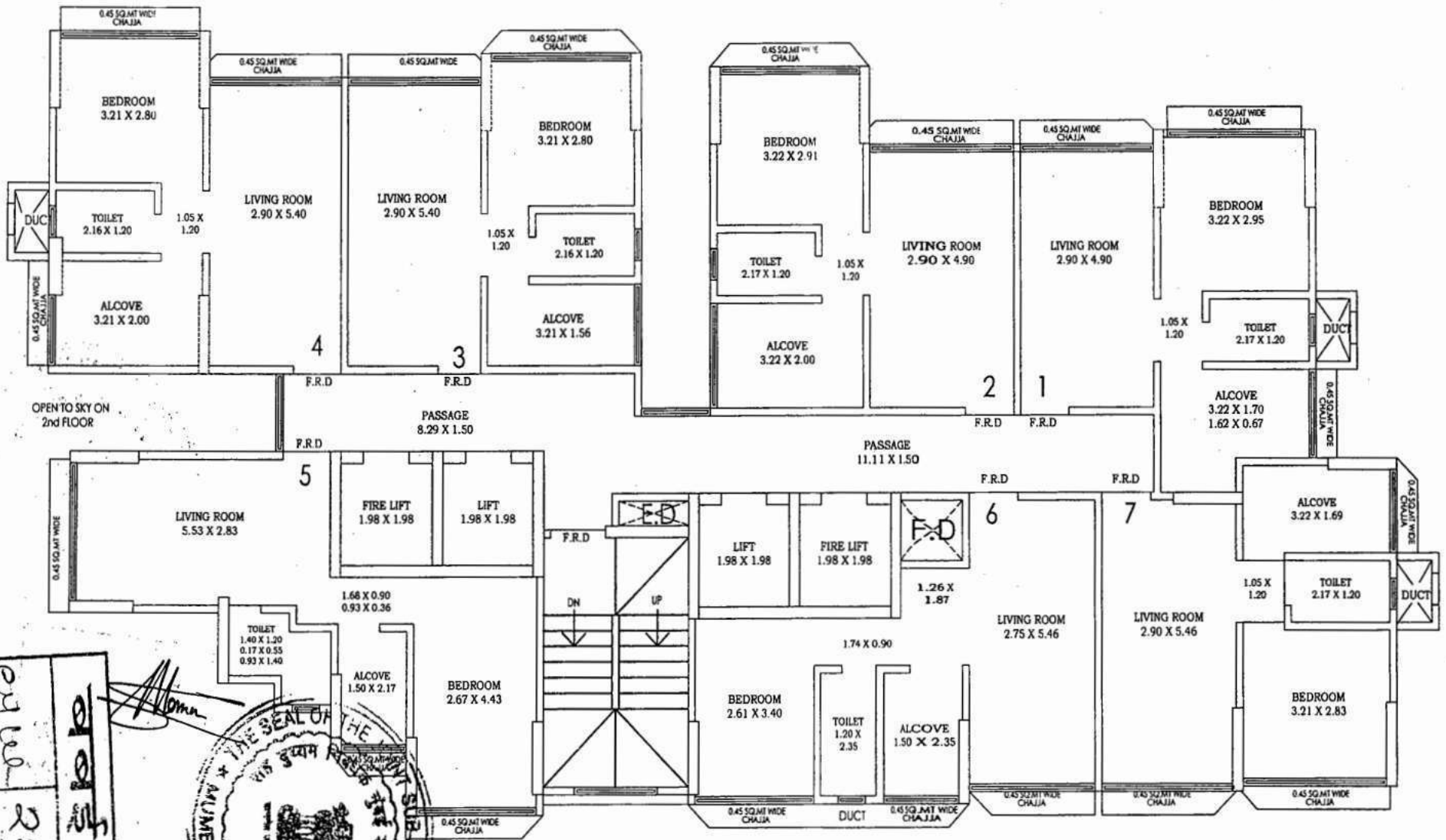
Received Rs.20,00,000/-
(Rupees Twenty Lakh Only)
M/s. ZOEB ENTERPRISES


Partner

WITNESS:-

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2. 





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PROPOSED TYPICAL FLOOR PLAN

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Form

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



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. CHE/CTY/0329/F/S/337
(NEW)/IOD/1/New

MEMORANDUM

Municipal Office,
Mumbai

To,

MRS. RUBINA TABASSUM

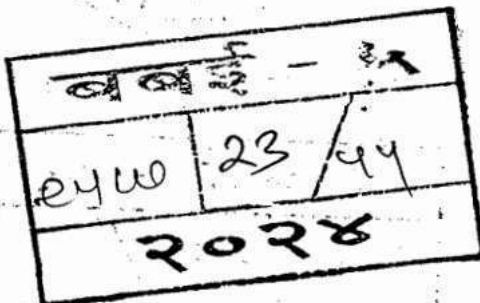
SHOP NO 37, GR FLR , NAKHUDA BLDG,29,MAULANA AZAD RD.(DUNCAN ROAD) MUMBAI
400008.

With reference to your Notice 337 (New) , letter No. 004772 dated: 29/11/2018 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Residential bldg BORI CHAWL23 furnished to me under your letter, dated 29/11/2018. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.

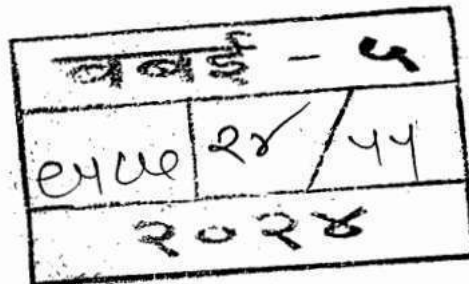
- 1 That construction area shall exceed 20,000sq.mt. without obtaining NOC from MOEF.
- 2 That the revalidated N.O.C. from MHADA shall not be submitted before C.C
- 3 That the requisitions of Clause No. 49 of DCPR 2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- 4 That the work shall not be carried out between 6.00 A.M. to 10.00 P.M. only. in accordance with rule 5A(3) of the noise pollution (Reg. & control) Rules 2000 & the provision of notification issued by the ministry of environment & forest Deptt. from time shall not be duly observed.
- 5 That the Board shall not be displayed showing details of proposed work, name of owner, developer, Architect, R.C.C. consultant etc.
- 6 That the registered UT shall be submitted that the condition shall be incorporated in the sale agreement with prospective buyers that the building under reference is constructed with open spaces deficiency.
- 7 That the requisite undertaking for compliance of CFO NOC conditions shall not be submitted.
- 8 That the registered undertaking to hand over excess parking spaces to M.C.G.M. free of cost in case full permissible FSI is not consumed shall not be submitted before C.C.

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- 9 That the Registered undertaking stating that the condition shall be incorporated in the sale agreement with prospective buyer informing them that the building under reference is constructed with deficient open spaces shall not be submitted.
- 10 That Registered undertaking stating that owner shall not raise any objection if the neighboring plot owner come for development with deficient open spaces shall not be submitted.
- 11 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.
- 12 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.
- 13 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).
- 14 That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.
- 15 That the specifications for layout/ D.O./or access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.)/ E.E.(S.W.D.) of City before submitting building completion certificate.
- 16 That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3)(ix)] will not be submitted by him.
- 17 That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load alongwith bearing capacity of the soil strata will not be submitted before C.C.
- 18 That the regular/sanctioned/proposed lines and reservation will not be got demarcated at site through A.E.(Survey)/ E.E.(T&C)/ E.E.(D.P.)/ D.I.L.R. before applying for C.C.
- 19 That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
- 20 That the Registered Undertaking shall not be submitted for agreeing to hand over the setback land free of compensation for future road widening, to MCGM as an when required.
- 21 That the Indemnity Bond, indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 22 That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.



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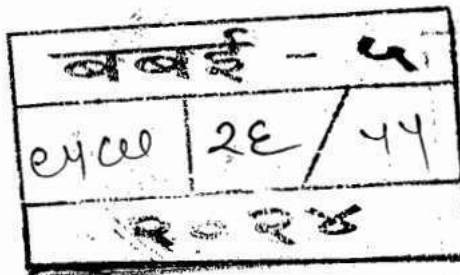
- 23 That All Dues Clearance Certificate from A.E.W.W. 'FS' Ward shall not be submitted before issue of C.C.
- 24 That the premium/deposits as follows will not be paid - (a) Condonation of deficient open spaces. (b) Development charges as per M.R. & T.P. (Amendment) Act, 1992. (c) Insecticide charges (d) Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges 'FS' Ward. (e) Labour Welfare Cess (f) Additional Development Cess (g) Premium towards deficient area of ventilation shaft.
- 25 That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
- 26 That the work will not be carried out strictly as per approved plan and in conformity with the D.C. Regulations in force.
- 27 That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
- 28 That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
- 29 That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work and owner / developer should submit revalidated Janata Insurance Policy from time to time.
- 30 That the N.O.C. from Electric Supply Company for substation shall not be submitted.
- 31 That the Regd. U/T against misuse of pocket terrace / part terrace shall not be submitted
- 32 That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc. And that the workmanship is found very satisfactory shall not be submitted.
- 33 That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
- 34 That the remarks from H.E. Department shall not be submitted.
- 35 That it is not noted that if untoward incidence/accident occurs during the demolition of the existing buildings and during new building construction, the entire responsibility will rest with the developer; MCGM and its staff shall not be held responsible in any way.
- 36 That the necessary remarks for construction of SWD will not be obtained from Dy.Ch.Eng.(S.W.D.) City and Central Cell before asking for plinth C.C.
- 37 That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
- 38 That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
- 39 That the copy of PAN card of the applicant shall not be submitted before C.C.
- 40 That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
- 41 That the fresh P.R. Card in the name of owner shall not be submitted before O.C.

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- 42 That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
- 43 That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
- 44 That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for Inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
- 45 No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.
- 46 All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 47 In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/I of 2.2.2006.
- 48 That the remarks regarding formation level from Road Department shall not be submitted.
- 49 That Regd. U/T for handing over setback area for the balance portion of the plot not covered under this proposal as & when required by M.C.G.M. shall not be submitted.
- 50 That the specification & design of Rain Water Harvesting scheme as per the State Govt.'s directives u/No.TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be submitted.
- 51 That the Regd. Undertaking shall not be submitted by the Owner / Developer / Builder to sell the tenements / flats on carpet area basis only and to abide by the provisions of Maharashtra Ownership Flats (Regulation of the promotion of construction, sale management and transfer) Act (MOFA), amended up to date and the Indemnity Bond indemnifying the M.C.G.M. and its Officers from any legal complications arising due to MOFA will not be submitted.
- 52 That the registered Private Pest Control Agency for providing anti larval treatment at the construction site shall be appointed.
- 53 That the services of Safety Officer to take care of all safeties during construction on construction site and around shall not be hired.
- 54 That the Extra Water Charges & Extra Sewerage Charges shall not be paid.
- 55 That the Regd. U/T to handover Society office & Fitness center shall not be submitted.
- 56 That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No.TPB 432001/1829/CR-216/2001/UD-11 dated 2nd December 2003.
- 57 That the N.O.C. from Insecticide Officer shall not be submitted
- 58 That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.



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- 59 That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc.will not be submitted
- 60 That the structure stability of the adjoining structure shall not be submitted.
- 61 That the undertaking stating that no nuisance will be created to the public & inhabitants of neighbourhood and that condition shall be incorporated in the sale agreement with prospective buyers stating that the building under reference is constructed with deficient open spaces and applicant will not object for deficiency in joint open spaces for development of neighbouring plots shall not be submitted.
- 62 That the NOC from collector of Mumbai shall not be submitted before CC for excavation of earth.
- 63 That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be complied
- 64 That the R.U.T. shall not be submitted by the owner/developer for maintaining the noise levels
- 65 That the R.U.T. & Indemnity Bond shall not be submitted stating that owner/developer and concerned Architect/Lic. Surveyor shall compile and preserve the following documents. a)R.U.T. for Ownership documents. b)R.U.T. for Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas mounted plans. c)R.U.T. for Copies of Soil Investigation Report d)R.U.T. for RCC details and canvas mounted structural drawings. e)R.U.T. for Structural Stability Certificate from Lic. Structural Engineer. f)R.U.T. for Structural audit reports. g)R.U.T. for All details of repairs carried out in the buildings. h)R.U.T. for Supervision certificate issued by Lic. Site Supervisor. i)R.U.T. for Building Completion Certificate issued by Lic. Surveyor / Architect. j)R.U.T. for NOC and Completion Certificate issued by C.F.O. k)R.U.T. for Fire safety audit carried out as per the requirement of C.F.O. l)R.U.T. For incorporating remaining existing tenants in future amendments.
- 66 That the remarks from Asst. Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
- 67 That the developer/owner shall not demolish the structure/Building proposed to be demolished by following the guidelines proposed in the Indian Standard Code no. IS4130:1991 amended up to date in respect to the demolition of Building Code of safety under the Supervision of approved structural Engineer duly registered with MCGM.
- 68 That the Third party insurance shall not be submitted.
- 69 That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case will not be complied with before starting demolition of structure sand/or starting any construction work.
- 70 That adequate safeguards are not employed in consultation with SWM Dept., of MCGM for preventing dispersal of particles through air and the construction debris generated shall not be deposited in specific sites inspected and approved by MCGM.
- 71 That the debris shall not be managed in accordance with the provisions of Construction and Demolition Waste Management Rules 2016 and requisite Bank Guarantee as demanded by MCGM for faithful compliances of Waste/Debris Management plan shall not be furnished before demolition or construction work.

C: CONDITIONS TO BE COMPILED BEFORE FURTHER C.C

- 1 That the plinth/stilt height shall not be got checked by this office staff.

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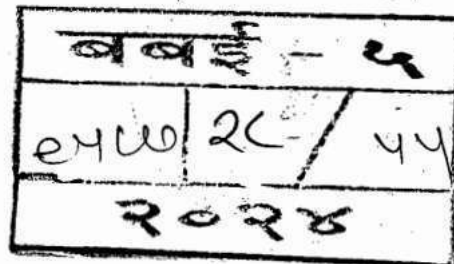


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- 2 All the payments as intimated by various departments of MCGM shall not be paid.
- 3 That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same will be taken and completion certificate to that effect shall not be submitted before granting further C.C. beyond plinth.
- 4 That set back land free of compensation and free of any encumbrance shall not be handed over to and possession receipt shall not be submitted from Assistant commissioner of the ward.
- 5 That the structural stability certificate through registered structural Engineer regarding stability of constructed plinth shall not be submitted before asking C.C. beyond plinth.
- 6 That the additional development cess shall not be paid before further C.C.
- 7 That every year before onset of monsoon / revalidation of C.C., structural stability certificate of work executed on site shall not be submitted by appoint Structural Engineer .
- 8 That in the event setback and /or reservation is not handed over then at FCC , area equivalent to the area of Setback and /or reservation shall not be restricted till such area is handed over or as per circular issued from time to time.
- 9 That the half yearly progress report of the work will not be submitted by the Architect.
- 10 That the Material testing report shall not be submitted.
- 11 That the C.C. beyond 32 Mt. height shall not be asked for, till RL of 9.15 Mt. is prescribed to existing 6.15 Mt. road.

D: GENERAL CONDITIONS TO BE COMPILED BEFORE O.C

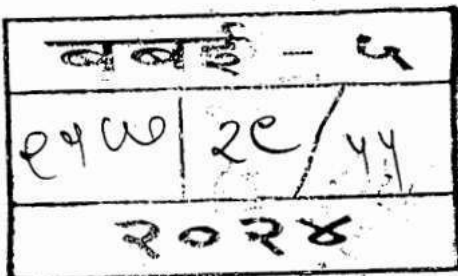
- 1 That some of the drains will not be laid internally with C.I. Pipes.
- 2 That the dust-bin will not be provided as per C.E.'s circular No.CE/9297/II of 26-6-1978.
- 3 That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- 4 That the parking spaces shall not be provided as per D.C. Regulation No.36.
- 5 That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- 6 That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
- 7 That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. → TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be provided before applying for occupation permission.
- 8 That the Drainage completion certificate from (S.P.)(P&D)City shall not be submitted
- 9 That the compliance of N.O.C. from H.E will not be made and certificate to that effect will not be submitted.
- 10 That the construction of development of setback land will not be done including submerging street lights



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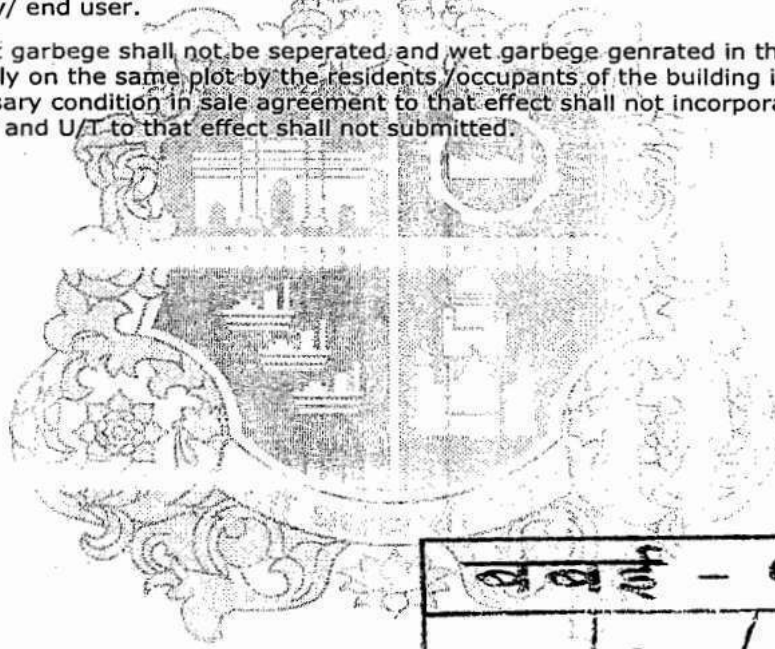
and S.W.D. only if additional FSI is being claimed.

- 11 That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
- 12 That the additional development cess shall not be paid before O.C.
- 13 That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
- 14 That the following documents shall not be compiled, preserved and handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate by M.C.G.M. (1).Ownership documents; (2).Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans. (3).Copies of soil investigation reports. (4).R.C.C. details and canvass mounted structural drawings. (5).Structural Stability Certificate from Licensed Structural Engineer.(6) Structural Audit Reports.(7) All details of repairs carried out in the buildings. (8).Supervision certificate issued by the Licensed Site Supervisor. (9).Building Completion Certificate issued by Licensed Surveyor/ Architect. (10).NOC and completion certificate issued by the C.F.O.(11) Fire safety audit carried out as per the requirement of C.F.O.
- 15 That 3.00 mt. wide paved pathway upto staircase will not be provided.
- 16 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.
- 17 That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc
- 18 That final N.O.C. from MHADA shall not be submitted before asking for occupation permission.
- 19 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
- 20 That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- 21 That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber .
- 22 That final N.O.C. from concerned authorities / empanelled consultants for a)S.W.D. b)Seweragec)Water Works d)CFO / Fire Fighting Provisions e)Tree authority f)Hydraulic Engineer g) MHADA shall not be submitted before occupation.
- 23 That Structural Engineer's final Stability Certificate along with upto date License copy and R.C.C. design plan shall not be submitted.
- 24 That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system or the residential part of the building will not be affected if applicable.



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- 25 That the P.R. Card in the name of MCGM for set back land shall not be submitted.
- 26 That N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
- 27 That the Drainage completion certificate from approved license plumber as per EODB for house drain will not be submitted & got accepted.
- 28 That the certified copy of sale agreement incorporating the following conditions shall not be submitted to this office. 1) That the prospective society / end user shall not preserve and maintain the documents / plans received from Owner / Developer / Architect and subsequently carry out necessary repairs / structural audit/ fire audit at regular interval and also present periodical structural audit reports and repair history, similarly to check and to carry out fire safety audit time to time as per requirement of C.F.O. through the authorized agency of M.C.G.M.
- 29 The registered undertaking and indemnity bond shall not be submitted stating that the conditions mentioned at Sr.No.14 will be incorporated in the sale agreement and the same will be informed to the prospective society/ end user.
- 30 That the dry & wet garbege shall not be seperated and wet garbege genrated in the building shall not be treated seprately on the same plot by the residents /occupants of the building in the juruisdiction of MCGM. The necessary condition in sale agreement to that effect shall not incorporateed by the developer / owner and U/T to that effect shall not submitted.



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- () That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on a 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 requiremer but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 4 September day of 2 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-laws made under that Act at the time In force.

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

Executive Engineer, Building Proposals,
Zone, Wards.

SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels:-
"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-
 - a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street
 - b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.) of such building.
 - c) Not less than 92 ft. (Town Hall) above Town Hall Datum.
4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.
5. Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

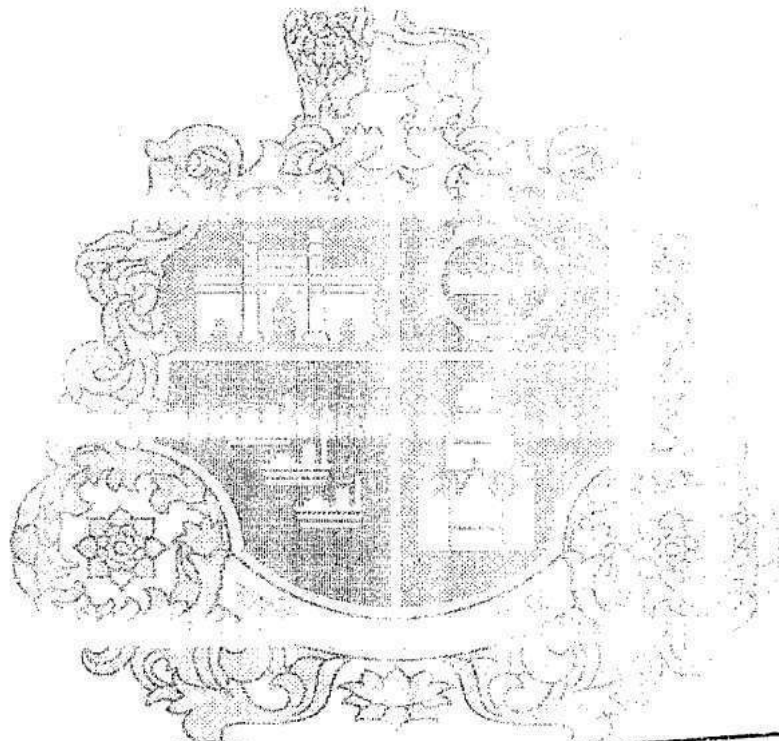
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8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under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

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



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NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- 8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to

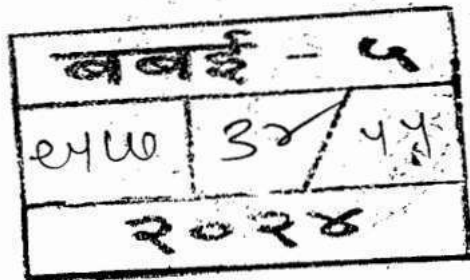
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avoid the excavation of the road and footpath.

- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event f your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
 - i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
 - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - iii. Plans showing the phased programme of constructions has to be duly approved by this office before



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

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt. and not more than 1.80 mt.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfection each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Bye0law No. 5 (b)
b Lintels or Arches should be provided over Door and Windows opening
c The drains should be laid as require under Section 234-1(a)
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

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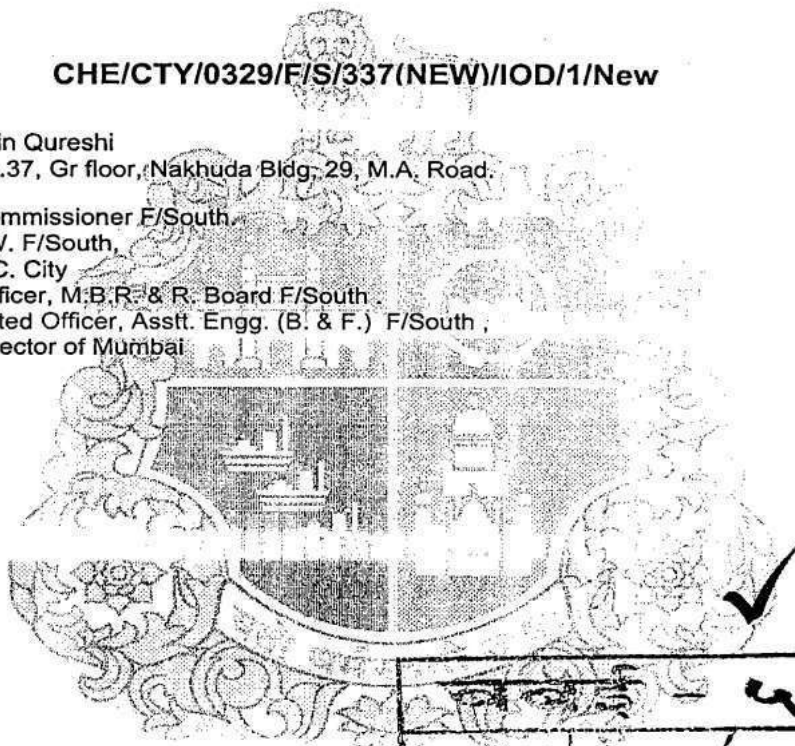


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Executive Engineer, Building Proposals
Zones wards.

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- Copy To :-
1. Irfanuddin Qureshi
Shop no.37, Gr floor, Nakhuda Bldg, 29, M.A. Road.
 2. Asst. Commissioner F/South
 3. A.E.W.W. F/South
 4. Dy.A & C. City
 5. Chief Officer, M.B.R. & R. Board F/South
 6. Designated Officer, Assft. Engg. (B. & F.) F/South ;
 7. The Collector of Mumbai



Name : HAMAND NARESH
MEGHSAM
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 05-Sep-2019 14: 44:02

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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/CTY/0329/F/S/337(NEW)/FCC/2/Amend

COMMENCEMENT CERTIFICATE

To,

ZOEB ENTERPRISES

SHOP NO 37, GR FLR , NAKHUDA

BLDG,29,MAULANA AZAD RD.(DUNCAN ROAD)

MUMBAI 400008.

Sir,

With reference to your application No. **CHE/CTY/0329/F/S/337(NEW)/FCC/2/Amend** Dated. **29 Nov 2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **29 Nov 2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **0** C.T.S. No. **23** Division / Village / Town Planning Scheme No. **DADAR-NAIGAON-F/S** situated at **Adam Mistry Lane Road / Street** in **F/South Ward** .

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

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

The Municipal Commissioner has appointed Shri. **Roshan Jibhakte A.E. (BP) City-V** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 13/11/2020

वकाफ - ५	
२५००	३०/५५
२०२४	



Issue On : 14 Nov 2019

Valid Upto : 13 Nov 2020

Application Number :

CHE/CTY/0329/F/S/337(NEW)/CC/1/New

Remark :

This C.C. is granted upto plinth level only as per IOD and approved plans dt.05.09.2019

Approved By

Executive Engineer (Naresh M. Hamand)

Executive Engineer

Issue On : 13 Jul 2020

Valid Upto : 12 Jul 2021

Application Number :

CHE/CTY/0329/F/S/337(NEW)/FCC/1/New

Remark :

This CC is extended further up to top of 17th floor as per last approved plan dated 05/09/2019.

Approved By

Shri Sanjay R Nirmal A.E. (BP) City- V

Assistant Engineer (BP)

Issue On : 03 Feb 2022

Valid Upto : 02 Feb 2023

Application Number :

CHE/CTY/0329/F/S/337(NEW)/FCC/1/Amend

Remark :

This CC is re-endorse as per last approved plan dated 27.12.2021 & extended further C.C. up to 21st Floor top slab level.

Approved By

A.E. (BP) City- V(B & F/South)

Assistant Engineer (BP)

बवई - ५	
२५७७	३८/५५
२०२४	

CHE/CTY/0329/F/S/337(NEW)/FCC/2/Amend

Issue On : 24 Aug 2022

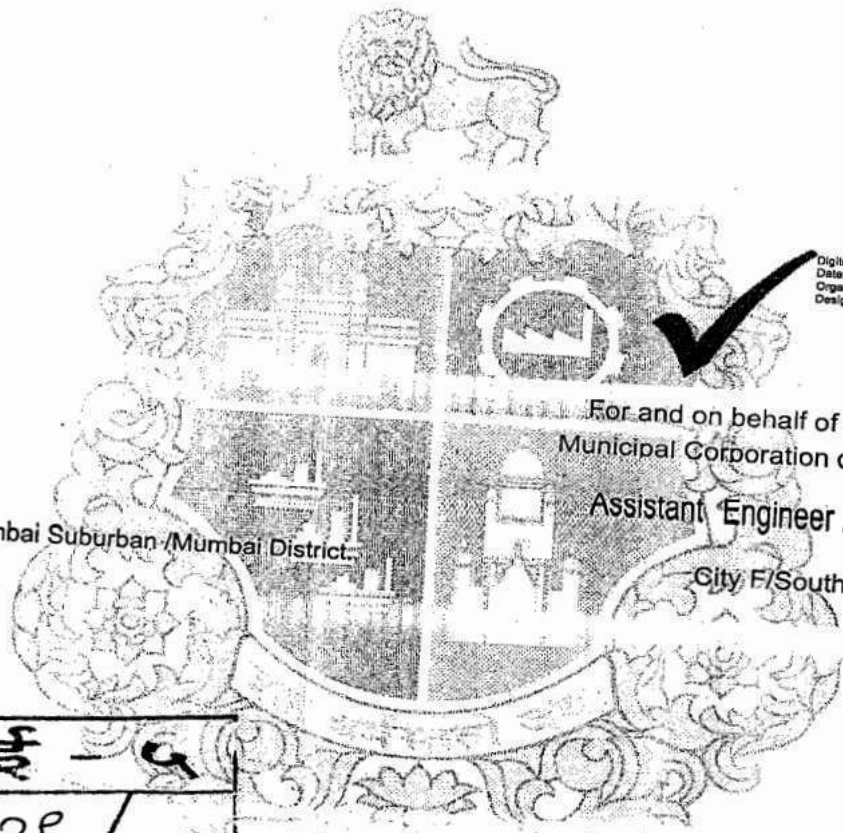
Valid Upto : 13 Nov 2022

Application Number :

CHE/CTY/0329/F/S/337(NEW)/FCC/2/Amend

Remark :

This C.C. is extended further up to 22nd floor top slab level including OHT & LMR i.e entire work as per last approved plan dated 27.12.2021.



Digitally signed by JIBHAKATE ROSHAN NARESH
Date: 24 Aug 2022 16:21:47
Organization :Brihanmumbai Municipal Corporation
Designation :Assistant Engineer (BP)

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Assistant Engineer . Building Proposal
City F/South Ward

Cc to :

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

व्यवस्था - १	
एचए	३९/५५
२०२४	



CHE/CTY/0329/F/S/337(NEW)/FCC/2/Amend



Maharashtra Real Estate Regulatory Authority

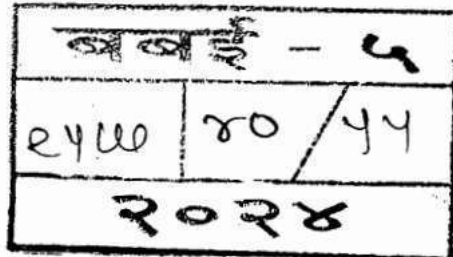
CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: AAYESHA PALACE Plot Bearing / CTS / Survey / Final Plot No.:23, DADAR NAIGAON DIVISION & F South-400012, Ward F South, Mumbai City, 400012*; registered with the regulatory authority vide project registration certificate bearing No P51900023852 of

1. Zoeb Enterprises having its registered office / principal place of business at Tehsil: **Ward E, District: Mumbai City, Pin: 400008.**
2. This renewal of registration is granted subject to the following conditions, namely:-
 - 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 (2) 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 (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by me/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 up to **29/12/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
 - 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
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary, MahaRERA)

Date: 31/01/2024 12:57:58

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

Dated: 31/01/2024

Place: Mumbai

2020
 2
 6
 2
 5



CREDAI - MCHI

Maker Bhavan - II, 4th Floor, 18, V. Thackersey Marg, New Marine Lines, Mumbai - 400 020.
 Tel: 42121421, Fax : 42121411/ 407 • Email : secretariat@mchi.net • Website : www.mchi.net

We are pleased to inform you that your RERA Project Membership has been approved with SRO - CREDAI-MCHI. This membership is entitled and restricted only to RERA related services. *

Company Name : Zoeb Enterprises
 Project Name : Aayesha Palace
 Representative : Mr. Mohammed Aslam

Under Membership Category	:	RERA Project Membership
Date of Issuance of Membership	:	5 th December 2019
Membership Number	:	RPM/MCHI/519000/MUM/68

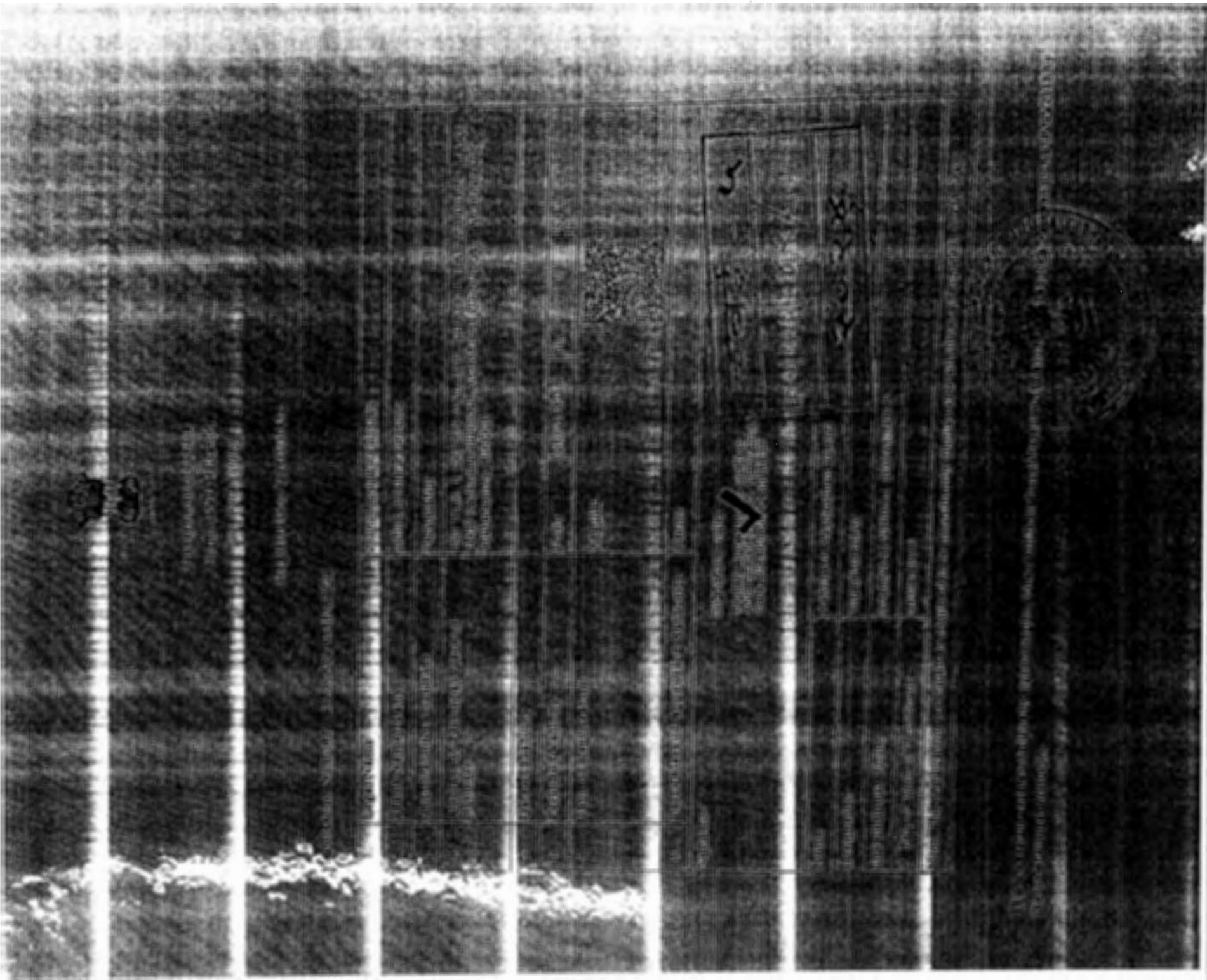
R. Aslam

Chairman SRO - CREDAI-MCHI

[Signature]

Head Secretariat, CREDAI-MCHI

* This RERA Project Membership shall not be part of CREDAI-MCHIs' Life, Patron, Corporate, Elementary, Ordinary and Associate Membership and it will expire at the receipt of full OC of this project.



Division: DADAR MUMBAI
 Register No. 206
 Page No. 206

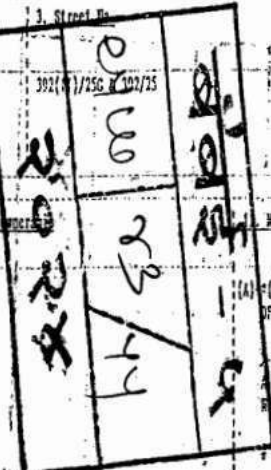
SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
 (Prepared under Section 281 of the Maharashtra Land Revenue Act, 1965)

File No. 10/1071, 10/1072
 Validated by: SRI A. N. HANDE

29

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq. Yds./Sq. Ft.	7. Lighthouse Survey No.	8. Collectors Hcr. No. (Collectors Rent Roll No.)
474, 492	DADAR ROAD	392(A) / 256 & 107/25	23	[FORAS] L.T.A.	SQ. YARDS (220.60) SQ. METERS 260.21	10/1071, 10/1072	15/1071, 15/1072, 15/1073, 15/1074 (C.S. NO. 18 OF 1965)

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Interest	11. Mode of Acquisition by Present Owner	12. Revolution of Title
RS. 1023.00 P.A.	(A)-A-[RABIYULLA (AFFA) ABRA] B-[UMAR ABA-4] C-[JAFFER ABRA] -[MORTGAGES] (B)-D-[SOKARSHAN FRANJI CAPTAIN] -[MORTGAGES]- (C)-E-VALIJI ABDULLALI KUTIANWALLA - 1/2 + 23/24TH SHARE -	(A) (1) CONVEYANCE DT. 11-10-1929 FROM MOGSA JACOB THE ADMINISTRATOR OF THE PROPERTY OF JACOB SOOMAR, (2) CONVEYANCE DT. 8-6-1914 FROM ISMAIL RAJI JOGAB, USMAN RAJI JOGAB A MINOR BY HIS MOTHER & CURDORIAN APPOINTED BY THE COURT ZULEKARAI B.O. OF RAJI JOGAB SALEN HOLDING FROM BEFORE 1909. (3) DECLARATION IN THE FORM OF AFFIDAVIT DT. 14-5-1924 BY ABRA UMAR (B) [MORTGAGE DT. 12TH JANUARY 1927 FROM 'A', 'B', 'C' IN COL. 10 FOR RS. 10,000/-] (C) [DEED OF SETTLEMENT DT. 3-5-1929 FROM 'B' IN COL. 10] (D) [CONTRIBUTORY EQUITABLE MORTGAGE DT. 20-5-31 FROM SORABONA, 1ST PART FRANJI CAPTAIN FOR RS. 13,000/-] (E) [2ND SUB MORTGAGE DT. 6-7-1936 FROM 'B' IN COL. 10 FOR RS. 5,000/-] (F) [TRANSFER DT. 26-5-1937 FROM TULSIRAM SARUCHAND TO SARASHTRIPATI OF HIS INTEREST & SHARE IN CONTRIBUTORY SUB-MORTGAGE OF RS. 3,000/- FOR RS. 7,020/-] (G) [DEED NO. 3113] RECONVEYANCE DT. 25-5-1944 FOR RS. 10,950/- IN RESPECT OF CONTRIBUTORY SUB-MORTGAGE 2ND SUB MORTGAGE & TRANSFER DT. 28-5-31, 6-7-1936 & 24-5-1937 RESPECTIVELY. (H) FOR (DEED NO. 2869) CONVEYANCE DT. 25-5-1944 FROM 'A' IN COL. 10 & HALIMABAI O/O 'C' IN COL. 10 TO 'E' IN COL. 10 FOR RS. 6,500/- WIDE C.S. NO. 18 OF THIS DIVISION. (I) [DEED NO. 2869] FOR CONVEYANCE DT. 25-5-1944 FROM HANIFABAI W/O JAFFER ABRA CALLED THE VENDOR OF 1ST PART 'A' IN COL. 10 CALLED THE 'CONTINUING PARTY' OF 2ND PART TO 'E' IN COL. 10 CALLED THE PURCHASER OF THE 3RD PART FOR RS. 1,500/- IN RESPECT OF VENDORS 1/24TH SHARE WIDE C.S. NO. 18 OF THIS DIV. SD/ 26-7-44 (J) [DEED NO. 2874] FOR MORTGAGE DT. 26-5-44 FOR RS. 35,000/- WIDE C.S. NO. 18 OF THIS DIV. (K) [DEED NO. 2801/2802] UNDERWITTS BOND DT. 21-5-30 MADE BY 'A', 'B' & 'C' IN COL. 10	FOR L.S. NO. 9/1971: JACOB SOOMAR WAS IN HIS LIFE TIME POSSESSED OF THE PROPERTY IN QUESTION, HE DIED INTETSTATE ON 11-6-1912 LEAVING HIM SURVIVING HIS WIVES, HIS 20 BROTHERS AND THREE SONS A WIFE JACOB ABRA JACOB & JOGAB JACOB APTD A DAUGHTER NAMED KHATIJABAI LETTERS OF ADMINISTRATIONS WERE GRANTED TO 'A' BY THE HIGH COURT JUDGE ON 8-7-1916 BY AGREEMENT DT. 29-11-1916 A AGREED WITH THE PERSONS NAMED IN COL. 10 FOR THE SALE OF THE PROPERTY. BY JUDGE'S ORDER DT. 13-4-1918 A WAS AUTHORIZED TO SELL THE PROPERTY IN QUESTION.



- (A) - WIDE PAGE NO. 26 OF VOLUME NO. 115
- (MR. ESMAIL VALIJI KUTIANWALLA) - DIED ON 4-12-1958
- (MR. KAMROODIN) - DIED ON 23-1-2002
- (MR. TAHERALI) - DIED ON 5-1-2002
- (MR. FAJRHAI) - DIED ON 27-12-1982
- (MRS. AMIRABAI ESMAIL KUTIANWALLA) - DIED ON 25-7-92
- (MR. SAIFUDDIN)
- (MR. ABDULLA)
- (MR. KERRA)
- (MS. FARIDA)
- (MR. JERABAI KAMROODIN KUTIANWALLA) - DIED ON 2-7-2005
- (MR. MUSTAKALI) - DIED ON 26-1-2003
- (MR. MOG)
- (MR. HAYALI)
- (MR. ASIF)
- (MR. FARUK)
- (MRS. SAJI TAHERALI KUTIANWALLA)
- (MR. SAJI)
- (MR. MOHAMMED)
- (MRS. HANIF FAJRHAI KUTIANWALLA)
- (MR. JAFFER)
- (MS. YASMIN)
- (A)-1-HESSAS SUB ENTERPRISES

22 FEB 2011
 10/1071 / 10/1072

21
38

9. Ground No. 100-10-0

10. Name of Person in Beneficial Ownership

11. Mode of Acquisition by Present Owner

DECLARED AND IDENTIFIED THAT 'P', 'G', 'H', & 'I' IN COL.10 ARE THE ONLY LEGAL HEIRS OF DECEASED 'D' IN COL.10, 'J', 'K', 'L', 'M' ARE THE ONLY LEGAL HEIRS OF DECEASED 'F' IN COL.10, 'O', 'P', 'Q', 'R', 'S', 'T' ARE THE ONLY LEGAL HEIRS OF DECEASED 'C' IN COL.10 'U', 'V' & 'W' ARE THE ONLY LEGAL HEIRS OF DECEASED 'B' IN COL.10 AND 'X', 'Y' & 'Z' ARE THE ONLY LEGAL HEIRS OF DECEASED 'A' IN COL.10

VIDE W. R. NO.176/2008

(P) (SEE NO. 2801/2008) CONFORMANCE DT. 21-2-2008 FROM 'X', 'Y', 'Z', 'U', 'V', 'W', 'P', 'Q', 'R', 'S', 'T', 'O', 'P', 'Q', 'R', 'Y', 'Z' IN COL.10 TO 'A' IN COL.10 FOR RS.2,00,000/

VIDE W. R. NO.177/2008

12. Evolution of Title

13. Original Grant from Govt., if any

14. Lease from Public Body or Fazidar

15. Crored Rent due to Public Body or Fazidar

16. Superintendents Initial

- Nil -



- Nil -

- Nil -

- (B) SD/ 23 3 27, SD/ SUPDT.
- SD/ 29-6 SUPDT.
- SD/ 11-8-36 SUPDT.
- SD/ 3 8-37 SUPDT.
- SD/ 10 6 44 SUPDT.
- (C) SD/ 12 7 44 SUPDT.
- (D) SD/ 16 8 44 SUPDT.
- (E) SD/ 8-10 00 N. SUPERVISOR, SD/ 8 10 00 SUPDT. M.C.S. S. L.R.
- (F) SD/ 8-10-2008 N. SUPERVISOR SD/ 8 10 2008 SUPDT. M.C.S. S. L.R.

22 FEB 2011

22 FEB 2011

22 FEB 2011

17. Remarks

9. Continued

X CESS REDEEMED VIDE W. R. NO. 311 OF 15-3-1915

† CESS REDEEMED VIDE W. R. NO. 73 OF 21-9-14

‡ FOR REMARK OF THIS DECLARATION VIDE COL. 17 OF C.S. NO. 18 SD/- 18-6-27, SD/- SUPDT.

(DEED NO. 2867) RECONFORMANCE DT. 25 5-1944 OF THE MORTGAGE DT. 12-1-1927 FOR RS. 26,404/

SD/- 26-9-44 SUPDT.

Assessment Levied/Fixed as per AB Act, 1969 and vide Col. No. 17 for first 10 Years		
(i) 1-8-1971 to 31-7-1981 Rs. 102.00	P.A.	
(ii) 1-8-1981 to 31-7-1991 Rs. 256.00	P.A.	
(iii) 1-8-1991 to 31-7-2001 Rs. 512.00	P.A.	
(iv) 1-8-2001 to 31-7-2011 Rs. 767.00	P.A.	
For next 10 Years		
(v) 1-8-2011 to 31-7-2021 Rs. 1023.00	P.A.	

THIS PROPERTY HAS BEEN ATTACHED AND WILL BE SOLD BY PUBLIC AUCTION BY THE ADD. COLLECTOR VIDE THE PROCLAMATION FOR SALE NO. 117/C-1/1378

2028

2028

2028



17. Remarks

9. Continued

1379 DT. 19-4-1955
SD/-5-5-55

ATTACHMENT IN EXECUTION VIDE ADDITION COLLECTOR ORDER NO. 172/C 1/1490
DT. 15-9-1955
SD/-9-1-55 SUPOT.

X ASSESSMENT IS LEVIED AS PER T.A. ACT. 1969 & VIDE ORDER NO. REV/718/1/5
& H. ISSUED BY THE DY. COLLECTOR & SPL. TENURE ABOLITION BRANCH ORDER
FILED IN FILE NO. S/MI/MISC/O.M.
SD/-21-9-76

SRI ISMAILJI VALIJI AND OTHERS THE LEGAL HEIRS OF VALIJI ASHULLALI
ARE IN COMETAX DEFAULTER VIDE PROHIBITION ORDER NO. 100/774
DT. 1-2-57
SD/-5-6, SD/-6-6-57 SUPOT.

N:-
[SOGARSHA FRANJI CAPTAJI]
[MORANSHA BUSTORJI KESHAVJI]
[DINSHA SHAPURJI HASANJI]
[MERWAN PALLANJI KANGALJI]
[ERDAD BUSTORJI GHUSBANJI]
[GHUJJI SHAW COBRIERJI GANPATJI]
[JANASP FRAMDOZ CASADJI]
- [TRUSTEES]
- [MORTGAGEES]

[BAI SARASWATIJI WIFE OF MAHILAL HARIDAS PUNJI AND]
[TULNAN SARUPCHAND]
- [CO-MORTGAGEES]

VIREJI PERAJ, BAI CHUNDAL BIS WIFE &
HIREJI LAXMIDAS
- MORTGAGEES & TRUSTEES -

Name of Applicant: T. ENT.
Date of Application: 13/10/2006
Fee recovered: Rs. 4444.150.00
Reference of issue: 41381062006
Date of issue :

2028	PHU	24	24
	24	24	24



[Rectangular "[]" Brackets shows entry deleted]
Note :- This is a true copy of the extract of C.S. Register which forms part of this office record
and the area of the property referred to therein is 769.24 Sq. meters.
(SEVEN HUNDRED SIXTY NINE POINT TWENTY FOUR sq. mtrs. ONLY)
Which has been verified with the original record and found correct.

[Signature]
Superintendent
Mumbai City Survey and Land Records

RECEIVED
22 FEB 2011
REG. NO. 1 / 2011

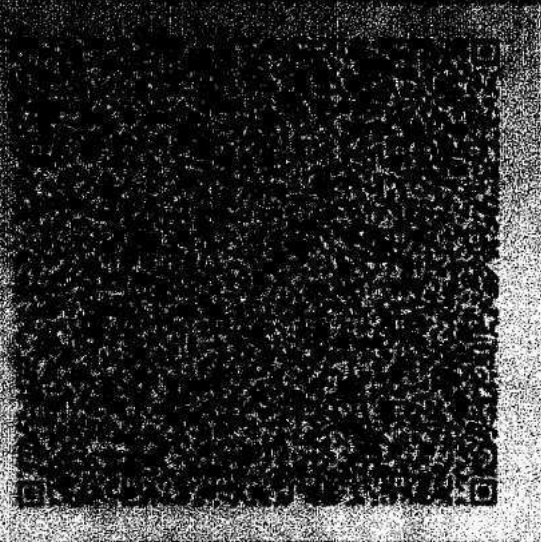


MOHAMED ASLAM/ANSARI
ABDUL MAJID/ANSARI
 12/10/1968
 Establishment Account Number
AGUPA8795N
 Signature: *Abdul Majid*
 Stamp: *Abdul Majid*
 Stamp: *12/10/1968*
 Stamp: *AGUPA8795N*

Abdul Majid

SHREEY PISHI
INCOME TAX DEPARTMENT
ZOEB ENTERPRISES
 Permanent Account Number
AAAFZ4488N
 Stamp: *AAAFZ4488N*
 Stamp: *1002/2007*
 Stamp: *1002/2007*

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भारत सरकार
GOVT. OF INDIA



साम्बन्धित / Father's Name
ABOUT RAZAQUE DOSANI

साम्बन्धित / ABOUT RAZAQUE DOSANI

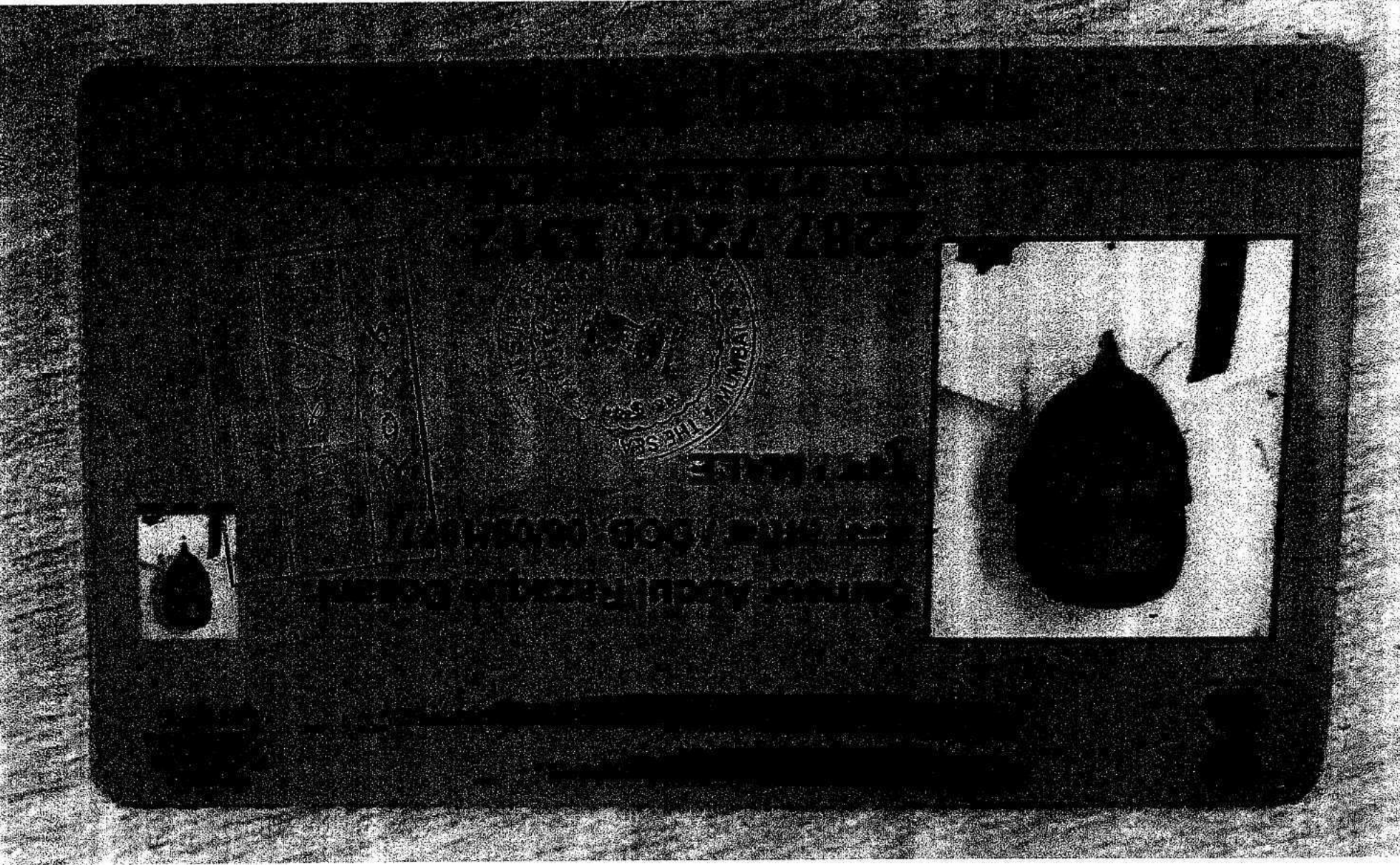
DSRPF04147N

पंजीकृत खाता क्रमांक / PAN Number

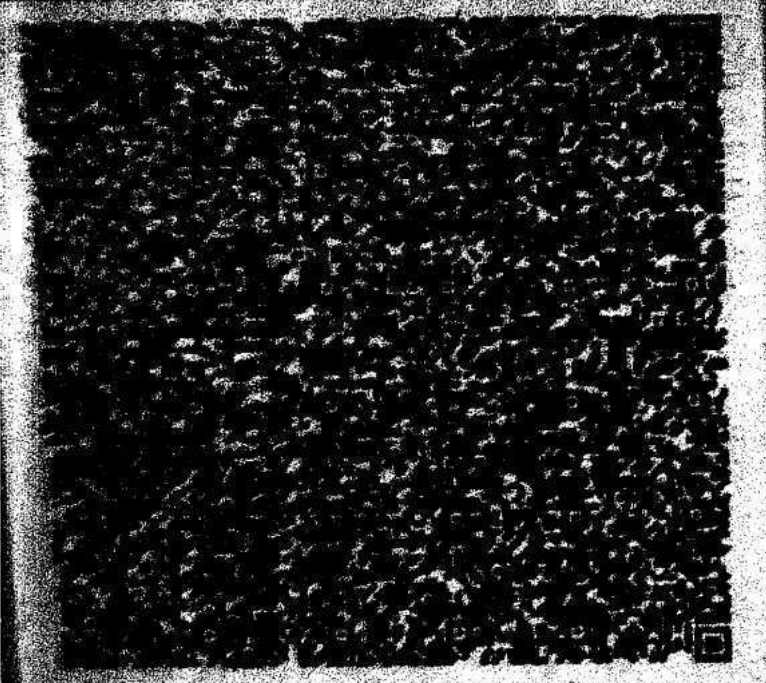


सिद्धकर
INCOME TAX DEPARTMENT

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5000 40114
Dhane, State Maharashtra PIN
5 Thane, PO: Mira Road DISTRICT
2 Road East, Miraj Nagar, VTC,
5000 40114, Ghatkopar, Thane, Mira



भारत सरकार
GOVERNMENT OF INDIA

आधार कार्ड
Aadhaar is a proof of identity, not of citizenship.

Issue Date : 17/03/2015



Ansaari Mohammed Montis
DOB : 03/12/1998
Male

8568 6924 0213

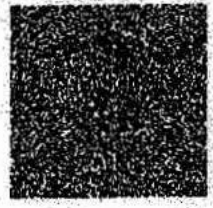
मेरा आधार, मेरी पहचान



(Handwritten signature)

अवकाश - ६५	
२५५०	४० / ५५
२०२४	

भारत सरकार
GOVERNMENT OF INDIA



Address: S/O: Ali Mohammed
Ansaari, 317 Jivaji building B Block
Room-39 Lokhatiwala chawli,
Parshuram Pupala Marg Biaply
road west Near Fauziya hospital,
Mumbai, PO Mumbai Central,
DIST: Mumbai, Maharashtra.
400008


8568 6924 0213

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www.aadhaar.gov.in

२०२४	५९/५५	०५७०
	५	५०५०




THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
 DL NO. MH0420110075564 DOB: 28-11-2011
 Valid till: 27-11-2031 (INT)

AUTOMATICALLY ISSUED FOLLOWING CLASS
 00V DO
 MCWG (11/28)
 LW (25/1/28)

008 05-20-581 86
 Name: ANSARI IMTIYAZ AHMED
 S/DAY of ABDULLAH ANSARI
 A/C: GINWARSISI KAMILA NAGAR
 JASMINE MILL ROAD
 MAHIM (E) DHARAVI MUMBAI
 PIN - 400017
 Issuing Authority: MH012011194

FORM 7
 RULE 16 (2)

Signature/Thumb
 Impression of Holder



①

शुद्ध - 4		
एव 42 / 44		
२०२४		

२०२४	५३	५
	५३	५
		५



509:9587

गुरुवार, 13 जून 2024 3:10 म.नं.

दस्त गोषवारा भाग-1

बवई5

दस्त क्रमांक: 9587/2024

दस्त क्रमांक: बवई5 /9587/2024

बाजार मूल्य: रु. 1,04,63,393/-

मोबदला: रु. 2,43,39,000/-

भगनेले मुद्रांक शुल्क: रु.14,60,500/-

दु. नि. मह. दु. नि. बवई5 यांचे कार्यालयात

पावती:10167

पावती दिनांक: 13/06/2024

अ. क्र. 9587 वर दि.13-06-2024

मादरकरणाराचे नाव: ममीर दोसानी

गोजी 3:05 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1100.00

पृष्ठांची संख्या: 55

एकूण: 31100.00

दस्त हजर करणाऱ्याची मही:

मह दुय्यम निदेशक, मुंबई-5

मह दुय्यम निदेशक, मुंबई-5

दस्ताचा प्रकार: करारनामा

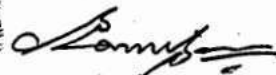
मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्रा क्रं. 1 13 / 06 / 2024 03 : 05 : 52 PM ची वेळ: (मादरीकरण)

शिक्रा क्रं. 2 13 / 06 / 2024 03 : 06 : 43 PM ची वेळ: (फी)

प्रतिज्ञापत्र

दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस जोखल केलेला आहे. * दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोशेत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.



लिहून देणारे :



लिहून घेणारे :





13/06/2024 3 14:43 PM

दस्त क्रमांक :बवई5/9587/2024

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मे. झोएब इंटरप्राइसेस तर्फे भागीदार अन्सारी मोहम्मद असलम अब्दुल मजीद पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: ऑफिस एट 30/ए, इरफान पॅलेस , ब्लॉक नं: .. रोड नं: शेख हाफीझुद्दीन मार्ग , महाराष्ट्र, मुम्बई. पॅन नंबर:AAAFZ4488M	लिहून देणार वय :-55 स्वाक्षरी:-		
2	नाव:समीर दोसानी पत्ता:प्लॉट नं: डी/204, माळा नं: .. इमारतीचे नाव: डेफोडायल गौरव वेली , ब्लॉक नं: विनय नगर, मीरा रोड पूर्व , रोड नं: .. महाराष्ट्र, THANE. पॅन नंबर:DSRPD4147M	लिहून घेणार वय :-47 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:13 / 06 / 2024 03 : 13 : 44 PM

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:मोहम्मद मोनीश अन्सारी वय:24 पत्ता:भायखळा, मुंबई पिन कोड:400008	स्वाक्षरी	
2	नाव:इस्तीयाज अहमद अन्सारी वय:35 पत्ता:शॉप नं .6, बिल्डींग नं .5, डॉ. बालिगा नगर, माहीम पूर्व, मुंबई पिन कोड:400017	स्वाक्षरी	

शिक्का क्र.4 ची वेळ:13 / 06 / 2024 03 : 14 : 20 PM

सह दुय्यम निबंधक मुंबई-5

सह दुय्यम निबंधक
Payment Details

क्र	पurchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
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2		DHC		0624134108459	1100	RF	0624134108459D	13/06/2024
3	Sameer Dosani	eChallan		MH003486702202425E	30000	RF	0001928284202425	13/06/2024

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9587 /2024

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दस्तावेज एकूण ५५५५
सह दुय्यम निबंधक, मुंबई शहर क्र. ५
नांदला.
दिनांक १३/०६/२०२४
सह दुय्यम निबंधक, मुंबई शहर क्र. ५

