



**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**ANNEXURE 20 & 22**

**OCCUPATION CUM BUILDING COMPLETION CERTIFICATE UNDER REG. 11(6) OF DCPR 2034 AND FULL OCCUPATION UNDER REG. 11(7) /11(8) OF DCPR 2034**  
[CHE/ES/0449/M/337(NEW)/OCC/1/New of 21 April 2023]

To,  
M/s. Mangal Buildhome Pvt. Ltd.  
20,STATION VIEW BLDG,N.G. ACHARYA MARG,CHEMBUR (E) MUMBAI40071..

Dear Applicant,

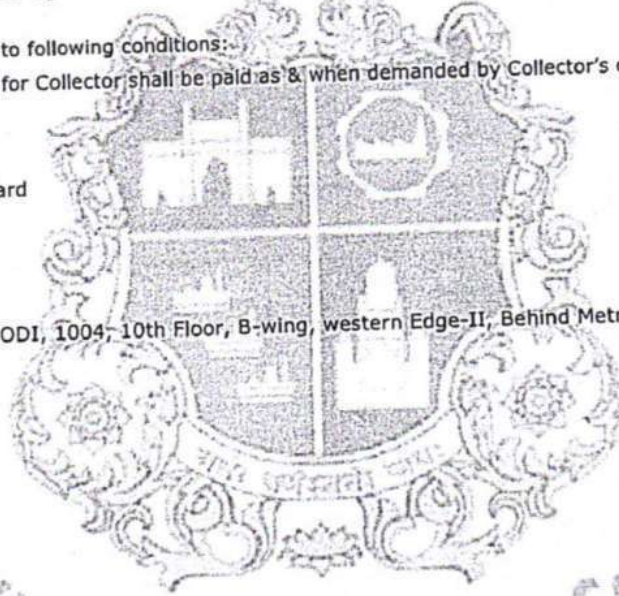
The Full development work of Residential building comprising of stilt + 1st to 8th + 9th (pt.) upper floors on plot bearing CTS No. 1471.1471/1 TO 8 of village CHEMBUR-W at 11TH ROAD, CHEMBUR, MUMBAI 400 071 is completed under the supervision of Shri. BHAVIN ARVIND MODI , Architect , Lic. No. CA/2002/28864 , Shri. Mohammed Furkhan Ibrahim Pettiwala , Structural Engineer, Lic. No. STR/P/157 and Shri. Sachin S Yadav , Site supervisor, Lic.No. Sup/Grade II: 840009902 and as per development completion certificate submitted by Architect and as per completion certificate issued by Chief Fire Officer u/no. Fire Compliance Certificate by Sandip Ashok Shinde dated 19 April 2023. The same may be occupied and completion certificates submitted as sighted above are hereby accepted.

The FULL OC is approved subject to following conditions:-

Note: That the any dues pending for Collector shall be paid as & when demanded by Collector's office

**Copy To :**

1. Asstt. Commissioner, M/W Ward
  2. A.A. & C. , M/W Ward
  3. EE (V), Eastern Suburb
  4. M.I. , M/W Ward
  5. A.E.W.W. , M/W Ward
  6. Architect, BHAVIN ARVIND MODI, 1004, 10th Floor, B-wing, western Edge-II, Behind Metro,Off. Western Exp Highway, Borivali east Mumbai-400066
- For information please



Digitally signed by Bajrao Lahu Pati  
Date: 21 Apr 2023 13:12:36  
Organization: Brihanmumbai Municipal Corporation  
Designation: Executive Engineer

Yours faithfully  
Executive Engineer (Building Proposal)  
Brihanmumbai Municipal Corporation  
M/W Ward

# Share Certificate

Share Certificate No. 17

Membership No. 17

Flat No. 502

## VISWAS CO-OPERATIVE HOUSING SOCIETY LIMITED

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

Registration No.: BOM/HSG/747 of 1964 • Dated : 1st October 1964

MANGAL SMRITI, Plot No. 556, 11th Road (East), Chembur, Mumbai - 400 071.

**AUTHORISED SHARE CAPITAL Rs. 1,00,000/- DIVIDED INTO 2000 SHARES OF Rs. 50/- EACH**

THIS IS TO CERTIFY THAT UMA R. CHITRE is the Registered Holder of SIXTY fully paid up shares of Rupees FIFTY each, numbered 961 to 1020, both inclusive, in the Viswas Co-operative Housing Society Limited, subject to the Rules, Regulations and Byelaws of the said Society.

Given under the Common Seal of the said Society at Mumbai

on this 31st day of December 2023.



**VISWAS CO-OPERATIVE HOUSING SOCIETY LIMITED**

*Shantadran*

HON. TREASURER OR M C MEMBER

(P.T.O.)

*G. S.*

HON. SECRETARY

*Subhoj*

HON. CHAIRMAN

No transfer of the shares will be registered unless accompanied by this certificate.

**MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES**

Sr.No. of Transfer	Date of MC Meeting at which transfer was approved	Regn. No. of Transferor	To whom Transferred	Authorised Signatories
				For Viswas Co-Operative Housing Society Ltd. Hon. Chairman Hon. Secretary Hon. Treasurer
				For Viswas Co-Operative Housing Society Ltd. Hon. Chairman Hon. Secretary Hon. Treasurer
				For Viswas Co-Operative Housing Society Ltd. Hon. Chairman Hon. Secretary Hon. Treasurer
				For Viswas Co-Operative Housing Society Ltd. Hon. Chairman Hon. Secretary Hon. Treasurer

# Viswas Co-operative Housing Society Ltd.

(Registered under the Maharashtra Co-operative Societies Act. XXIV of 1961 Reg. No. BOM./HSG.-747 of 1964)

'SMRITI', Plot 556, 11th Road.  
Chembur. BOMBAY-400 071.

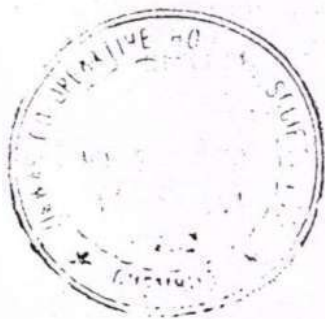
Ref.:

Date 8/8/93 198

## TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT SHRI RAMESH SHANKAR CHITRE IS A FULL FLEDGED MEMBER OF OUR SOCIETY SINCE ITS INCEPTION. SHRI R.S. CHITRE OWNS REQUISITE NO. OF SHARES OF SOCIETY AND HE IS THE OWNER OF FLAT NO.12 (ADMEASURING APPROX. 500 SQ.FT) SITUATED ON 2ND FLOOR OF OUR BUILDING.

AS PER OUR RECORDS SMT. UMA RAMESH CHITRE - WIFE OF SHRI R.S. CHITRE, IS THE SOLE NOMINEE OF SHRI CHITRE'S FLAT NO.12.



*K. Gangadharan*

K1  
SHRI K. GANGADHARAN  
HON. SECRETARY.

for Viswas Co-operative Housing Society Ltd

369/8028

पावती

Original/Duplicate

Friday, May 21, 2021

नोंदणी क्र.: 39M

11:59 AM

Regn.: 39M

पावती क्र.: 9100 दिनांक: 21/05/2021

गावाचे नाव: चेंबूर

दस्तऐवजाचा अनुक्रमांक: करल1-8028-2021

दस्तऐवजाचा प्रकार: पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव: उमा आर. चित्रे

नोंदणी फी

रु. 21100.00

दस्त हाताळणी फी

रु. 1500.00

पृष्ठांची संख्या: 75

**DELIVERED**

एकूण:

रु. 22600.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
12:18 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु. 2101000/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 105100/-

*M. J. Jagtap*  
द. निबंधक कुर्ला-१(प्र) सह-दुय्यम निबंधक  
कुर्ला-१ (वर्ग-२)

1) देयकाचा प्रकार: DHC रक्कम: रु. 1500/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2005202106845 दिनांक: 21/05/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 21100/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001368727202122E दिनांक: 21/05/2021

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

*Uma R. Chitre*

5/21/2021

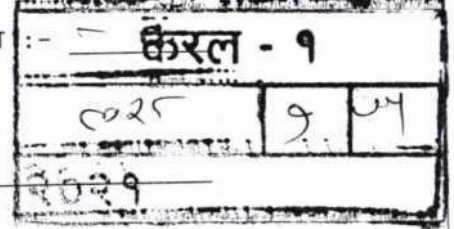


महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग



मुल्यकन अहवाल 2020-2021

१. दस्ताचा प्रकार :- पयसि जागिया कुरा अनुच्छेद क्रमांक \_\_\_\_\_
२. सादरकत्याचे नाव :- उमा आर. शिमे
३. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला
४. गावाचे नाव :- वेणु
५. नगरभूमापन क्रमांक/सर्व्हे क्र./ अंतिम भूखंड क्रमांक - 1471, 1471/1 + 08
६. मूल्य दरविभाग (झोन) :- १४ उपविभाग : ५५५
७. मिळकतीचा प्रकार :- खुलीजमीन निवास कार्यालय दुकान औद्योगिक  
प्रति चौ. मी — 302504 — — —
८. दस्तात नमूद केलेल्या मिळकतिचे क्षेत्रफळ :- 62.82 कार्पेट/बिल्डअप चौ.मीटर/फुट \_\_\_\_\_
९. कारपार्किंग :- 1 गच्ची :- \_\_\_\_\_ पोटमाळा :- करल - १
१०. मजला क्रमांक :- 5<sup>th</sup> उद्वहन सुविधा आहे/नाही \_\_\_\_\_
११. बांधकाम वर्ष :- \_\_\_\_\_ घसारा :- \_\_\_\_\_
१२. बांधकामाचा प्रकार :- आरसीसी / इतर पक्को / अर्धे पक्के / कच्चे
१३. निर्धारित केलेले बाजारमूल्य :- 2101000/-  
दस्तामध्ये दर्शविलेला मोबदला :- \_\_\_\_\_
१४. देय मुद्रांक शुल्क :- 105100 /- भरलेले मुद्रांक शुल्क 105100 /-
१५. देय नोंदणी फी :- 21100 /-



लिपिक



*M. Jagtap*  
सह दुय्यम निबंधक  
(प्र) सह. दुय्यम निबंधक  
कुर्ला-१ (वर्ग-२)



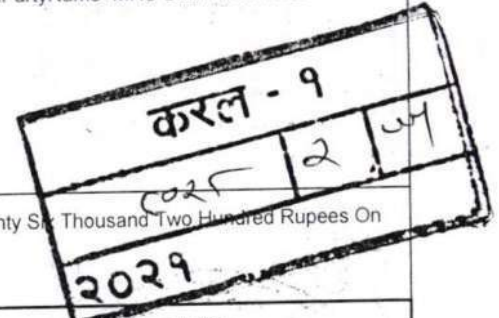
CHALLAN  
MTR Form Number-6



GRN	MH001368727202122E	BARCODE		Date	20/05/2021-16:15:25	Form ID	25.2
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Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1	PAN No.(If Applicable)	AAGCM5420M
Location	MUMBAI	Full Name	MANGAL BUILDHOME PRIVATE LIMITED
Year	2021-2022 One Time	Flat/Block No.	502 5TH FLOOR MANGAL SMRITI CTS NO 1471
		Premises/Building	1 TO 8 PLOT NO 556

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN
0030045501 Stamp Duty	105100.00	11TH ROAD CHEMBUR EAST	MUMBAI		4 0 0 0 7 1
0030063301 Registration Fee	21100.00				
Total		1,26,200.00			
Remarks (If Any)		PAN2=AFXPC4518F~SecondPartyName=MRS UMA R CHITRE~			
Amount In Words		One Lakh Twenty Six Thousand Two Hundred Rupees Only			



Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK	
Cheque-DD Details	Bank CIN	Ref. No.	00040572021052099423 IK0BCRUXG4
Cheque/DD No.	Bank Date	RBI Date	20/05/2021-16:24:16 Not Verified with RBI
Name of Bank	Bank-Branch	STATE BANK OF INDIA	
Name of Branch	Scroll No. , Date	Not Verified with Scroll	

Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन फॉर्म दुसऱ्या निवादाक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-369-8028	0000669472202122	21/05/2021-11:59:17	IGR197	21100.00

GRN : MH001368727202122E Amount : 1,26,200.00 Bank : STATE BANK OF INDIA Date : 20/05/2021-16:15:25

2	(iS)-369-8028	0000669-72202122	21/05/2021-11:59:17	IGR197	105100.00
Total Defacement Amount					1,26,200.00

करल - १  
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CHALLAN  
MTR Form Number-6



GRN	MH001368727202122E	BARCODE			Date	20/05/2021-16:15:25	Form ID	25.2
Department			Inspector General Of Registration					
Type of Payment			Stamp Duty Registration Fee					
Office Name			KRL1_JT SUB REGISTRAR KURLA NO 1					
Location			MUMBAI					
Year			2021-2022 One Time					
Payer Details			TAX ID / TAN (If Any)					
PAN No.(If Applicable)			AAGCM5420M					
Full Name			MANGAL BUILDHOME PRIVATE LIMITED					
Flat/Block No.			502 5TH FLOOR MANGAL SMRITI CTS NO 1471					
Premises/Building			1 TO 8 PLOT NO 556					
Account Head Details		Amount In Rs.		Road/Street		11TH ROAD CHEMBUR EAST		
0030045501 Stamp Duty		105100.00		Area/Locality		MUMBAI		
0030063301 Registration Fee		21100.00		Town/City/District				
				PIN		4 0 0 0 7 1		
				Remarks (If Any)		PAN2=AFXPC4518F~SecondPartyName=MRS UMA R CHITRE~		
				Amount In		One Lakh Twenty Thousand Two Hundred Rupees On		
Total		1,26,200.00		Words		ly		
Payment Details			STATE BANK OF INDIA					
Cheque-DD Details			FOR USE IN RECEIVING BANK					
Cheque/DD No.			Bank CIN		Ref. No.		00040572021052099423 IK0BCRUXG4	
Name of Bank			Bank Date		RBI Date		20/05/2021-16:24:16 Not Verified with RBI	
Name of Branch			Bank-Branch		STATE BANK OF INDIA			
			Scroll No. , Date		Not Verified with Scroll			



करल - १  
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Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 8989898922  
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



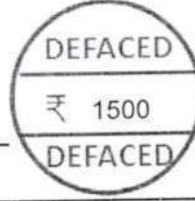
**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 2005202106845

Receipt Date 21/05/2021

Received from Mangal Build home Private Limited, Mobile number 0000000000, an amount of Rs.1500/-, towards Document Handling Charges for the Document to be registered on Document No. 8028 dated 21/05/2021 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.



### Payment Details

Bank Name KKBK

Payment Date 20/05/2021

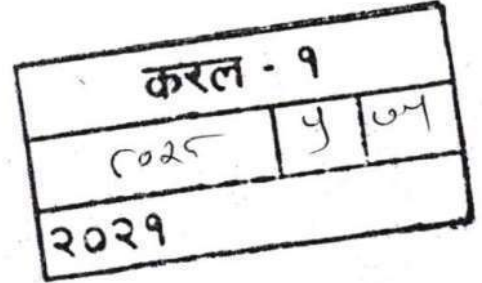
Bank CIN 10004152021052006155

REF No. 0139193256

Deface No 2005202106845D

Deface Date 21/05/2021

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



Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2005202106845	Date	20/05/2021
Received from Mangal Build home Private Limited, Mobile number 0000000000, an amount of Rs.1500/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	KKBK	Date	20/05/2021
Bank CIN	10004152021052006155	REF No.	0139193256
This is computer generated receipt, hence no signature is required.			

करल - १  
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करल - १		
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**AGREEMENT FOR PROVIDING PERMANENT ALTERNATIVE  
ACCOMMODATION**

**THIS AGREEMENT** is made and executed at Mumbai on 21<sup>st</sup> day of <sup>May</sup> **March** 2021.

*[Signature]*  
U. R. Chitre

**BETWEEN**

M/s MANGAL BUILDHOME PVT. LTD., a company registered under the Companies Act 1956 and having their registered office at "A", 1701/1702, Lotus Corporate Park, Ram Mandir Road, Goregaon (East), Mumbai 400 067, through its Director Mr. Akshay Ajay Kulkarni hereinafter referred to as 'THE DEVELOPER', (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its directors, successors and permitted assigns) of the **FIRST PART**,



**AND**

Mrs. Uma R. Chitre Indian Inhabitant Aged 81 years, PAN No. AFXPC4518F having her address at Flat No. 12, Plot No.556, SMRITI, 11<sup>th</sup> Road (E), Chembur East, Mumbai 400 071, hereinafter referred to as 'THE MEMBER', (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her legal heirs, executors, attorneys, administrators and assigns) of the **SECOND PART**,

**AND**

VISWAS CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under No. BOM/HSG/747 of 1964, having its office at Plot no.556, 11<sup>th</sup> Road (E), Chembur East, Mumbai 400 071 hereinafter referred to as 'THE SOCIETY' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **THIRD PART**;

*[Signature]*

Uma R. Chitre

WHEREAS		
करल = १		
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(A) By and under a Deed of Conveyance dated 13th February 1965 the Society became absolutely entitled to as an owner and is seized and possessed of or otherwise well and sufficiently entitled to all that pieces or parcels of land or ground situated, lying and being at CTS No.1471, 1471/1 to 8, 11<sup>th</sup> Road (E), Chembur East, Kurla Taluka, Mumbai Suburban District being Plot No. 556 of Suburban Scheme No. III and admeasuring 853 sq.yds equivalent to 717 sq. mtrs. or thereabouts, together with a multi-storeyed building standing thereon known as "Smriti", hereinafter collectively referred to as "the said Property" and more particularly described in the **FIRST SCHEDULE** hereunder written and delineated on the plan thereof hereto annexed as **ANNEXURE I**.



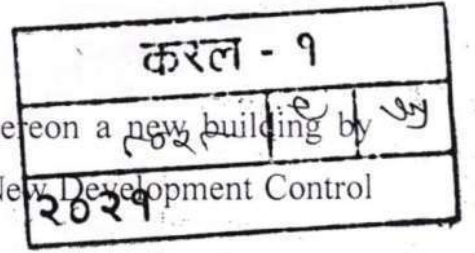
(B) The old building, known as SMRITI, standing on the said property consisted of a ground and three upper floors, containing 16 (sixteen) residential flats and 2 (two) garages. The details of the flats and the garages with areas thereof and the members in occupation are shown in the list annexed hereto and marked **ANNEXURE II**.

(C) The Member was in use, occupation and enjoyment of **Flat No. 12 on the Second Floor admeasuring 480 sq. ft. (carpet area) or equivalent to 44.59 sq. mtrs. (carpet area)** or thereabouts, in the said Old Building and is a registered Member of the Society holding **Share Certificate No. 12 for 75 (seventy five) fully paid shares of face value of Rs. 50/- (Rupees Fifty only)** each, aggregating to Rs 3750/- (Rupees Three thousand seven hundred and fifty only) and bearing distinctive Nos. **814 to 888 (both inclusive)** in **Viswas Co-operative Housing Society Ltd.**, having its registered office at Smriti, Plot No.556, 11<sup>th</sup> Road (East), Chembur, Mumbai-400 071, hereinafter referred to as **the said Old Flat** in the said Property and more particularly described in the **SECOND SCHEDULE** hereunder.

(D) The Member and the Society are desirous of redeveloping the said Property and have granted development rights in respect thereof to the Developer who

*[Handwritten signature]*

Umar Chitre



shall redevelop the said Property by constructing thereon a new building by using FSI and TDR/FSI under the provisions of the New Development Control Rules 2034, by treating the said land as base land.

(E) By the **Registered Redevelopment Agreement dated 19<sup>th</sup> November 2018** executed between the Society and the Developer and registered with the office of the Sub-Registrar of Assurances Kurla vide **Registration No. KRL 5/15357/2018** (hereinafter referred to as **the said Redevelopment Agreement**), and by the **Registered Power of Attorney dated 19<sup>th</sup> November 2018** executed between the Society and the Developer and registered with the office of the Sub-Registrar of Assurances Kurla vide **Registration No. KRL 5/15358/2018** (hereinafter referred to as **the said Power of Attorney**), the Society with the consent and conferment of all the Members granted unto the Developer, development rights in respect of the said Property to construct the building thereon (hereinafter referred to as the **"said New Building"**) on the consideration and on certain terms and conditions more specifically set out therein.



(F) The building to be constructed on the said property will be one multi-storey building comprising of stilt plus 9(Nine) upper floors as sanctioned by the Municipal Corporation of Greater Mumbai (MCGM).

(G) The Developer has got the plans for the New Building sanctioned from the Municipal Corporation of Greater Mumbai (MCGM) and has procured **Intimation of Disapproval (IOD) bearing No. CHE/ES/0449/M/337(NEW)/IOD/1/New dated 22<sup>nd</sup> January 2021** in respect thereof. The Developer has also procured **Commencement Certificate (CC) bearing No. CHE/ES/0449/M/337(NEW)/CC/1/New issued on 05<sup>th</sup> Feb 2021**. The project has also been registered under Maharashtra Real Estate Regulatory Authority (MahaRERA) vide Registration No. **P51800028224**. Copy of the MahaRERA registration Certificate is annexed herewith as **ANNEXURE III**.

Umar Chitre

(H) In terms of the Redevelopment Agreement, in lieu of the Members present Flat No. ~~501~~ and the rights for development given to the Developers under the said Redevelopment Agreement, the Member has been allotted on ownership basis as Permanent Alternate Accommodation, Flat No. 502, admeasuring 615 sq. ft. RERA carpet area, equivalent to 57.15 sq.mtrs RERA carpet area, on the REAR side of the Fifth floor of the new building (hereinafter referred to as the said New Flat) and outlined as shown in the Floor Plan annexed herewith as ANNEXURE IV and also 1(One) Car Parking space in the premises of the New Building, more particularly described in detail in the THIRD SCHEDULE hereunder, together with the Amenities and facilities as in the List of Amenities and annexed herewith as ANNEXURE V.

(I) The Member has entered into this Agreement in pursuance of the said Redevelopment Agreement and with full knowledge of all terms and conditions of the documents, papers, plans, orders, schemes, amenities etc. recited and referred to above and those contained herein and has agreed to accept the said New Flat and the parties hereto are desirous of recording the terms and conditions agreed by and between them in the manner hereinafter appearing.

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

- 1) The recitals contained above as also the recitals contained in the said Redevelopment Agreement between the Developer and the Society shall form an integral and operative part of this Agreement as if the same were set out and incorporated in the operative part.
- 2) In Accordance with the terms of the said Redevelopment Agreement, the Developer has agreed to construct the proposed New Building with all the amenities and facilities as provided in the said agreement and the annexures thereto and in lieu of the said Old flat, the Developer has agreed to provide free of cost to the said Member one Car Parking space and the said New Flat as permanent accommodation on ownership basis.



Umar Chitra

3) The Member has seen and approved the typical floor plan relating to the said New Flat in the proposed new Building. The said New Flat is outlined on the Floor Plan of the New Building annexed hereto as ANNEXURE IV.

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4) The Developer has given to the Member by way of Rent, 12 post dated cheques of Rs. 42,000/- (Forty Two Thousand) only, being the monthly rental amount from January 2021 to December 2021. The Developer agrees to hand over further post dated monthly rental cheques for the same amount from January 2022 to December 2022 at the time of signing this agreement. In the event of the Developer completing the New Building and obtaining Full Occupation Certificate before December 2022, the Member agrees to return to the Developer the unused monthly rental cheques at the time of taking possession of the new Flat.

5) The Member hereby declares that:

(a) The Member is the owner in respect of Flat No. 12 admeasuring about 480 sq.ft. on the Second floor of Smriti Building belonging to the **Viswas Co-operative Housing Society Ltd.**, standing on Plot No. 556, 11<sup>th</sup> Road, Chembur, Mumbai-400 071, (hereinafter referred to as "**the said premises**" for the sake of brevity) which premises is more particularly described in the **SECOND SCHEDULE** hereunder written.

(b) Save and except the Member, no other person has any claim right, title or interest in the said premises in any manner whatsoever and that the Member is entitled to use and occupy the said premises.

(c) The Member has not assigned and/or agreed to assign her rights in respect of the said premises to any third party and/or created any encumbrances in respect of the said premises or any part thereof in any manner whatsoever and that the same is free from all encumbrances and reasonable doubts.



*[Handwritten Signature]*

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The Member is not restrained by any injunction/order/judgment passed by any Court before or after attachment restraining the Member from entering into Agreement in respect of the said premises and/or prohibited by any order passed by any Government or Semi-Government authority from handing over possession of the said premises in terms of this Agreement.



The Member hereby declares that she has handed over possession of the said premises to the Developer.

In consideration of the Society executing the said Redevelopment Agreement and pursuant thereto in handing over vacant and peaceful possession in respect of the said premises, the Developer agrees and undertakes to give to the Member free of cost, for residential use, a Flat bearing no. 502 totally admeasuring not less than 615 sq.ft. (RERA carpet area) equivalent to 57.15 sq.mtrs carpet area, on the Fifth Floor in the New building to be constructed by the Developer along with all the amenities mentioned in the said Redevelopment Agreement (the "New Flat").

- 7) The Developer hereby agrees to observe, perform and comply with or caused to be observed, performed and complied 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 hereafter and obtain or cause to be obtained from the concerned local authority Full Occupation and building Completion Certificates in respect of the said building. The Developer agrees to complete the building in all respects, including electricity, water, piped gas and all other amenities as mentioned in the Redevelopment Agreement and obtain Full Occupation Certificate before giving notice to the Member to take possession of the New Flat.
- 8) During the course of construction, the Member may ask the Developer to make any addition, alteration including any extra amenities, provided the same does not involve any structural change and is permitted by the MCGM

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and for such additional alteration or extra amenities, extra cost shall be required to be paid in advance by the Member to the Developer upon the Developer agreeing to provide the same. The Developer shall be at liberty to refuse to provide such or any extra amenities and/or addition and/or alteration without assigning any reason and at their absolute discretion.

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9) The Member shall take possession of the New Flat within 15 (Fifteen) days of the Developers having given written notice to the Member intimating that the New Flat is ready for use and occupation, and the Member shall before taking possession of the New Flat inspect the same thoroughly and point out any defects in construction and/or amenities or facilities within 7 days and will take possession only after rectification thereon. The Member shall be deemed to have taken possession of her New Flat within 15 (Fifteen) days of such notice irrespective of whether she has taken physical possession of the New Flat or not and shall be liable to bear and pay the taxes and other outgoings relating to the new flat from the date of deemed possession.

10) It is expressly and specifically agreed that on and from the date possession of the said New Flat is handed over to the Member, the Member shall pay and/or contribute to all outgoings and maintenance charges such as water charges, electric charges for common amenities, water pump charges and charges for operation and maintenance of the water pump, security men's salaries, lift-man's salaries and lift maintenance charges and of Insurance Premium for insurance of the property etc. at the rate worked out by the Society by considering all the aspects of Municipal Taxes to be levied by the Municipal Corporation of Greater Mumbai and other actual expenses to be incurred by the Society. The said calculation of liability of the Member in respect of the New Flat shall be made before the Member is handed over actual and physical possession of the said new permanent alternative accommodation as agreed hereinabove.

11) In the event of the Member selling and transferring her right, title, interest in the said New Flat to be allotted to her in the New Building during construction, the Member shall complete the formalities of the transfer as per the present Bye Laws of the Society and get the prospective purchaser admitted as a member of the Society and shall cause such prospective

*[Signature]*

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all such acts and deeds necessary to constitute a proper transfer of the new flat in accordance with the law and shall also ensure that the prospective purchaser cooperates in executing such documents as may be deemed necessary by the Developer/Society so as not to affect the redevelopment of the building in any manner whatsoever.

12) In the unfortunate event of the demise of the Member prior to obtaining possession of the New Flat in the New Building, the person nominated in the Nomination form of the Society and noted in the Society records shall receive possession of the New Flat from the Developer and all terms and conditions of this and the Redevelopment Agreement shall be binding on the nominee.



The Member hereby agrees and undertakes to the Developer that on and from the date of execution of this Agreement, the Member shall not create any mortgage, charge or encumbrance in respect of the New Flat to be allotted to him until the Completion Certificate of the New Building is received, nor shall the Member sell, transfer, alienate, deal with or dispose off her entitlement to the New Flat to any third person or party without obtaining prior express consent in writing from the Developer.

14) It is agreed that the area of the Members New Flat in the proposed New Building shall be at least 615 sq. ft RERA carpet area equivalent to 57.15 sq mtrs RERA carpet area. On taking measurements, if the area of the Members Flat is found to be either less or more than 2% of the agreed 615 sq ft. RERA carpet area, then such discrepancy in the area shall be hereinafter referred to as the said negative or positive deviation. In the event of any negative deviation over and above the 2% in the area provided to the Member, the Developer agrees that it shall compensate each such member @ Rs.30000/- per sq. ft. for such negative deviation in the carpet area without creating any dispute of whatsoever nature. Similarly, if there is surplus area over and above 2% deviation in the measured carpet area of the said flat, the Member agrees that she shall compensate the Developer @Rs. 30000/- per sq. ft. for such surplus deviation in the carpet area without creating any dispute of whatsoever nature.

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15) It is agreed that all the clauses in the Redevelopment Agreement executed between the Developer and the Society shall be treated as a part of this Agreement and shall be binding upon the parties hereto and all the clauses contained therein are not being repeated for the sake of brevity.

16) This Agreement shall be governed by the provisions of the Maharashtra Flat Owners Act (Regulation of the Promotion of Construction, Sale, Management and Transfer) 1963 and the Maharashtra Real Estate Regulatory Authority 2016 and the rules made thereunder.

17) In the event of any disputes or differences arising between the parties hereto, the parties have agreed to reconcile their disputes or differences pursuant to the execution of this Agreement under the provisions of the Arbitration and Reconciliation Act, 1996, and the Courts in Mumbai shall have exclusive jurisdiction to entertain and try the dispute.



18) The stamp duty and the registration charges for the Members entitlement of 615 sq.ft. (RERA carpet area) in respect of the New Flat provided by the Developer shall be fully borne and paid by the Developer.

19) It is agreed that subsequent to registration of this agreement, the same in original shall be retained by the Individual Member. The Developer shall maintain a photocopy of the same.

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

*[Handwritten signature]*

Umar-chitra