



09/02/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 1

दस्त क्रमांक : 1836/2022

नोंदणी :

Regn:63m

गावाचे नाव : मोगरा

(1)वित्तेखाचा प्रकार	पर्यायी जागेचा करार
(2)मोबदला	0
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 104, माळा नं: पहिला मजला, इमारतीचे नाव: जेकिन रेसिडेन्सी, ब्लॉक नं: पारसी पंचायत रोड, रोड : अन्धेरी पूर्व मुंबई -400069, इतर माहिती: 445.09 फूट रेरा कार्पेट एरिया म्हणजे 712.15 फूट सेलेबल एरिया-----सदरील परिपत्रकातील भ-2)मध्ये नमूद केल्यानुसार जी प्रकरणे प्रभ लक्ष्मण घाटे यांचा प्रकरणासारखीच आहेत म्हणजेच ज्या प्रकरणात मिळकतीचा मूळ मालक आणि विकाशक यांच्यात दरम्यान निष्पादित होणाऱ्या करातात,मालक स्वतःसाठी जे बांधीव क्षेत्र राखून ठेवत अशेल त्यावर मुद्रांक शुक्लाची आकारणी कराहील्यात येऊ नये. तशेच सदर करानुसार मूळ मालकास बांधीव क्षेत्र हस्तांतरित करताना करानियात येणाऱ्या अनुषांगिक दस्तावजामुळे मिळकतीचे हस्तांतरण करताना करानियात येणाऱ्या अनुषांगिक दस्तावजामुळे मिळकतीचे हस्तांतरण होत नसल्याने अश्या दस्तावेजांवर मुद्रांक शुक्लाची आकारणी म.मु.अ.1958 च्या कलम-4 नुसार करानियात यावी अशे नमूद केलेले आहे. परिपत्रकातिल भ - 2)मध्ये केलेल्या अति व शतीनुसार याच प्रकरणाधीन दस्त आहे. त्यामुळे सदरील प्रकरणी मूल्यांकनाची आवश्यकता नसून शासनाचा करताना मेहेसुल व वनविभाग यांचे परिपत्रक क्र. याचिका - 2013/1425/प्रा.क्र.260/म-1 दि. 09-05-2014 मंत्रालय,मुंबई अन्वये तशेच म.मु.अ. 1958 च्या कलम -4 नुसार रु. 100/- मुद्रांक शुक्ल देय ठरते.((C.T.S. Number : 123/B ;))
(5) क्षेत्रफळ	1) 66.18 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:-जेकिन रेसिडेन्सी तर्फे प्रोप मुकेश बि. शाह वय:-58; पत्ता:-प्लॉट नं: 202, माळा नं: -, इमारतीचे नाव: व्हिक्टरी पार्क , ब्लॉक नं: रोशन नगर चंदावर्कर रोड जंक्शन , रोड नं: बोरिवली पश्चिम मुंबई , महाराष्ट्र, मुंबई. पिन कोड:-400092 पॅन नं:-AHEPS7156C 2): नाव:-मिरजा शाहबुद्दीन बेग ताजामुल्ला हुसैन वय:-64; पत्ता:-प्लॉट नं: 304, माळा नं: तिसरा मजला , इमारतीचे नाव: आकाश अपार्टमेंट , ब्लॉक नं: एस्. जि. रोड , रोड नं: आगरी पाडा,मुंबई , महाराष्ट्र, मुंबई. पिन कोड:-400011 पॅन नं:-AAEPM1807H 3): नाव:-मिरजा गयासुद्दीन बेग ताजामुल्ला हुसैन वय:-52; पत्ता:-प्लॉट नं: 304, माळा नं: तिसरा मजला , इमारतीचे नाव: आकाश अपार्टमेंट , ब्लॉक नं: एस्. जि. रोड , रोड नं: आगरी पाडा,मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400011 पॅन नं:-AAMP4354K 4): नाव:-मिरजा इमाम बेग ताजामुल्ला हुसैन वय:-45; पत्ता:-प्लॉट नं: 304, माळा नं: तिसरा मजला , इमारतीचे नाव: आकाश अपार्टमेंट , ब्लॉक नं: एस्. जि. रोड , रोड नं: आगरी पाडा,मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400011 पॅन नं:-AANPM5995M
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मिरजा शाहबुद्दीन बेग ताजामुल्ला हुसैन वय:-69; पत्ता:-प्लॉट नं: 304, माळा नं: तिसरा मजला , इमारतीचे नाव: आकाश अपार्टमेंट , ब्लॉक नं: एस्. जि. मार्ग , रोड नं: आगरी पाडा,मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400011 पॅन नं:-AAEPM1807H 2): नाव:-मिरजा गयासुद्दीन बेग ताजामुल्ला हुसैन वय:-55; पत्ता:-प्लॉट नं: 304, माळा नं: तिसरा मजला , इमारतीचे नाव: आकाश अपार्टमेंट , ब्लॉक नं: एस्. जि. रोड , रोड नं: आगरी पाडा,मुंबई , महाराष्ट्र, मुंबई. पिन कोड:-400011 पॅन नं:-AAMP4354K 3): नाव:-मिरजा इमाम बेग ताजामुल्ला हुसैन वय:-51; पत्ता:-प्लॉट नं: 304, माळा नं: तिसरा मजला , इमारतीचे नाव: आकाश अपार्टमेंट , ब्लॉक नं: एस्. जि. रोड , रोड नं: आगरी पाडा,मुंबई , महाराष्ट्र, मुंबई. पिन कोड:-400011 पॅन नं:-AANPM5995M
(9) दस्तऐवज करून दिल्याचा दिनांक	07/02/2022
(10)दस्त नोंदणी केल्याचा दिनांक	09/02/2022
(11)अनुक्रमांक,खंड व पृष्ठ	1836/2022
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	1000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारण तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email (dated 09/02/2022) toMunicipal Corporation of Greater Mumbai. No need to spend your valuable time and energy to submit this documents in person.



दस्तासोबत सुची II दिली.

सह. दुय्यम निबंधक, अंधेरी क्र. १
मुंबई उपनगर जिल्हा.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MIRZA SHAHABUDDIN BAIG TAJAMMULLA HUSAIN	eChallan	02003942022020400375	MH012662637202122E	100.00	SD	0006187041202122	08/02/2022
2	MIRZA SHAHABUDDIN BAIG TAJAMMULLA HUSAIN	eChallan		MH012662637202122E	1000	RF	0006187041202122	08/02/2022
3		DHC		0802202208450	1700	RF	0802202208450D	08/02/2022

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

322/1836

पावती

Original/Duplicate

Tuesday, February 08, 2022

नोंदणी क्र.: 39म

3:06 PM

Regn.: 39M

पावती क्र.: 2074 दिनांक: 08/02/2022

गावाचे नाव: मोगरा

दस्तऐवजाचा अनुक्रमांक: वदर1-1836-2022

दस्तऐवजाचा प्रकार: पर्यायी जागेचा करार

मादग करणाऱ्याचे नाव: मिरजा शाहबुद्दीन बेग ताजामुल्ला हुसैन

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी


रु. 1700.00

पृष्ठांची संख्या: 85

एकूण:

रु. 2700.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
3:25 PM ह्या वेळेस मिळेल.


सह. दुय्यम निबंधक, अखेरी क्र. १,
मुंबई उपनगर विस्था

वाजार मुल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 100/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 1700/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0802202208450 दिनांक: 08/02/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012662637202122E दिनांक: 08/02/2022

बँकेचे नाव व पत्ता: -

नोंदणी फी माफी अमल्यास तपशिल :-

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



REGISTERED ORIGINAL DOCUMENT
DELIVERED ON... 01/2/2022



CHALLAN
MTR Form Number-6



GRN	MH012662637202122E	BARCODE	[Barcode]		Date	04/02/2022-11:43:51	Form ID	25.1
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				BDR16__JT SUB REGISTRAR ANDHERI 5				
Location				MUMBAI				
Year				2021-2022 One Time				
Account Head Details				Amount In Rs.				
0030045501 Stamp Duty				100.00				
0030063301 Registration Fee				1000.00				
Total				1,100.00				
Payment Details				BANK OF BARODA				
Cheque/DD Details				Bank CIN Ref. No. 020039462300400375 127266949				
Cheque/DD No.				Bank Date RBI Date 04/02/2022-11:45:26 Not Verified with RBI				
Name of Bank				Bank-Branch				
Name of Branch				Scroll No. , Date Not Verified with Scroll				
Remarks (if Any)				SecondPartyName=JEKIN RESIDENCY~				
Amount In				One Thousand One Hundred and Only				
Words								



Department ID : Mobile No. : 9223406113
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

बदर - १
 १८३६ १ ८५
 २०२२

त्यामुळे सदरील दस्ताचे मुल्यांकन करतांना महाराष्ट्र शासनाच्या महसूल व वनविभाग यांचे परिपत्रक क्र.याचिका-2013/1425/प्र.क्र.260/म-1 दि.09/05/2014 मंत्रालय, मुंबई नुसार मुद्रांक शुल्काची आकारणी करणे आवश्यक राहिल असे मत आहे.

सदरील परिपत्रकातील भ-2) मध्ये नमुद केल्यानुसार जी प्रकरणे प्रभू लक्ष्मण घाटे यांच्या प्रकरणासारखीच आहेत म्हणजेच ज्या प्रकरणांत मिळकतीचा मुळ मालक आणि विकासक यांच्या दरम्यान निष्पादीत होणा-या करारात, मालक स्वतासाठी जेबांधीव क्षेत्र राखुन ठेवत असेल त्यावर मुद्रांक शुल्काची आकारणी करण्यात येवू नये. तसेच सदर करारानुसार मुळ मालकास बांधीव क्षेत्र हस्तांतरीत करतांना करण्यात येणा-या अनुषांगीक दस्तावजामुळे मिळकतीचे हस्तांतरण करतांना करण्यात येणा-या अनुषांगीक दस्तऐवजामुळे मिळकतीचे हस्तांतरण होत नसल्याने अश्या दस्तऐवजावर मुद्रांक शुल्काची आकारणी म.मु.अ.1958 च्या कलम-4 नुसार करण्यात यावी असे नमुद केलेले आहे. परीपत्रकातील भ-2) मध्ये नमुद केलेल्या अटी व शर्तीनुसार चाच प्रकरणाधीन दस्त आहे. त्यामुळे सदरील प्रकरणी मुल्यांकनाची आवश्यकता नसुन शासनाच्या करतांना महसूल व वनविभाग यांचे परिपत्रक क्र.याचिका-2013/1425/प्र.क्र.260/म-1 दि.09/05/2014 मंत्रालय, मुंबई अन्वये तसेच म.मु.अ.1958 च्या कलम-4 नुसार रु.100/- मुद्रांक शुल्क देय ठरते .

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहिती व प्रकरणामध्ये सादर केलेल्या कागदपत्राच्या आधारे निम्नस्वाक्षरीकार खालीलप्रमाणे अंतरिम आदेश देत आहे.

अंतिम आदेश

1. अभिनिर्णय करीता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम 1958 च्या कलम-4नुसार मु.शु.रु. 100/- इतके मुद्रांक शुल्क देय असल्याबाबत दिनांक 03/02/2022 रोजी जा. क्र./ आदेश 777/2022 अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन पक्षकाराने कोणताही आक्षेप न घेता 100/- मुद्रांक शुल्क या भरणा दिनांक 03/02/2022 रोजी केला असल्याने दिनांक 03/02/2022 रोजी अंतरिम आदेश अंतिम आदेश म्हणून कायम करण्यात येत आहे.

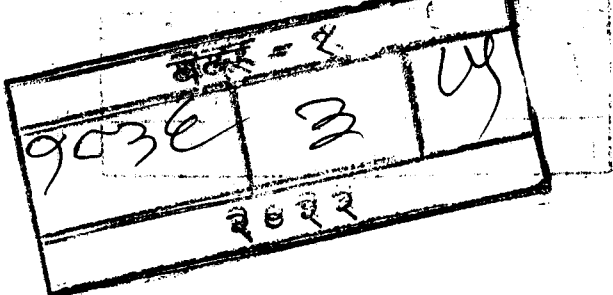
2. प्रस्तुत प्रकरणांत पक्षकाराचे मुद्रांक शुल्क तसेच नोंदणी करताना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनाधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतीची सर्व जबाबदारी संबंधीत पक्षकाराची राहिल त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, अंधेरी हे जबाबदार राहणार नाहीत.



(डॉ. जयश्री कटारे)

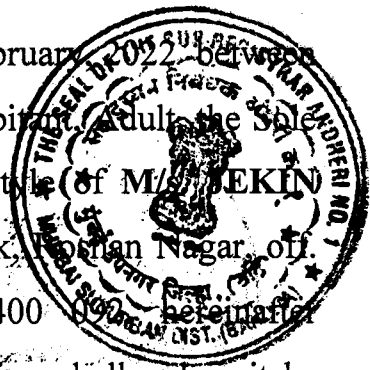
मुद्रांक जिल्हाधिकारी, अंधेरी.

प्रती,-Mrs. Mirza Imam Baig Tajmulla Hossain



PERMANENT ALTERNATE ACCOMODATION AGREEMENT

This Agreement made at Mumbai this ^{7th} day of February 2022 between MR. MUKESH B. SHAH, of Mumbai, Indian Inhabitant, Adult, the Sole Proprietor carrying on business in the name and style of M/s. MEKIN RESIDENCY having his office at 202, Victory Park, Borivli Nagar, off Chandavarkar Road, Borivali (West), Mumbai. 400 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 his heirs, executors, legal representatives, administrators and assigns and/or all persons claiming through or under him) as party of










First Part;

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AND

(1) Mr. Mirza Shahabuddin Baig Tajammulla Husain an Indian Inhabitant Aged about 69 years, (2) Mr. Mirza Gayasuddin Baig Tajammulla Husain, an Indian Inhabitant, of Mumbai, Aged about 55 years, Occupation : Business, and (3) Mr. Mirza Imam Baig Tajammulla Husain, an Indian Inhabitant, of Mumbai, Aged about 51 years, Occupation : Business, all residing at Flat No.304, Akash Apartment, 3rd floor, S. G. Marg, Agripada, Mumbai 400 011; hereinafter

      
Developer Owner No.1 Owner No.2 Owner No.3 Confirming Party No.1 Confirming Party No.2 Confirming Party No.3

referred to as "THE FLAT OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns and/or all persons claiming through or under them) as party of **Second part**

AND

(1) **Mr. Mirza Shahabuddin Baig Tajammulla Husain**, an Indian Inhabitant, Aged about 64 years, (2) **Mr. Mirza Gayasuddin Baig Tajammulla Husain**, an Indian Inhabitant, of Mumbai, Aged about 52 years, Occupation : Business, and (3) **Mr. Mirza Imam Baig Tajammulla Husain**, an Indian Inhabitant, of Mumbai, Aged about 45 years, Occupation : Business, all residing at Flat No.304, Akash Apartment, 3rd floor, S. G. Marg, Agripada, Mumbai 400 011; hereinafter referred to as "**THE OWNERS/CONFIRMING PARTIES**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns and/or all persons claiming through or under them) as party of **Third part**

WHEREAS :

A. Pursuant to a Deed of Conveyance dated 13th October 1966 made between Mr. Mahom Shah Alishah and Mr. Payandakham Agalkhan Durani therein referred to as the Vendors and Mrs. Sugra Begum Tajmul Husein Mirza therein referred to as the Purchaser and registered with the Sub Registrar of Bandra under serial No.BND/2300 of 1966 the said Mr. Mahom Shah Alishah and Payandakham Agalkhan Durani sold, conveyed and transferred in favour of Mrs. Sugra Begum Tajmul Husein Mirza All that piece or parcel of land admeasuring 535.00 square meters or thereabout being part/portion of a larger plot of land bearing CTS No.123,

Developer

Owner
No.1

Owner
No.2

Owner
No.3

Confirming Party
No.1

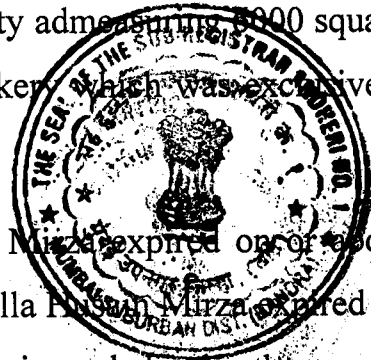
Confirming Party
No.2

Confirming Party
No.3

Survey No.53 Hissa No.3 situate, lying and being at Village Mogra, Taluka Andheri in the registration District and Sub District of Mumbai City and Suburban together with right to use of passage connecting the said part/portion of the land through the larger property and more particularly described in the Schedule there under written (for the sake of brevity hereinafter referred to as "the Property",)

B. Pursuant to the said Deed of Conveyance, the name of Mrs. Sugra Begum Tajammulla Husain Mirza was muted, recorded and entered in the Property Registered Card;

C. Mrs. Sugra Begum Tajmul Husein Mirza constructed a building consisting of ground floor on the Property admeasuring 5000 square feet carpet area known as New Asia Bakery which was exclusively in her use, occupation and possession;




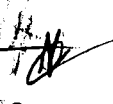

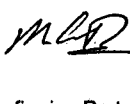



D. Mrs. Sugra Begum Tajammulla Husain Mirza expired on or about 2nd June 1996 and her husband Tajammulla Husain Mirza expired on or about 18th August 1996 leaving behind them the Owners/Confirming Parties herein as their only legal heirs and representatives;

E. On the Owners'/Confirming Parties' application in the year 2013 their names were brought on the record of the City Survey Office:

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F. Accordingly, the Owners/Confirming Parties were seized and possessed of and well and sufficiently entitled to the Property being all that piece or parcel of land admeasuring 535.00 square meters or thereabout being part/portion of a larger plot of land bearing CTS No.123, Survey No. 53 Hissa No.3 together with the structure standing thereon. In the year 2013 on an application made in that behalf the concerned authorities have issued a fresh Property Card showing/confirming that the larger plot is sub divided and issued in

Developer Owner No.1 Owner No.2 Owner No.3 Confirming Party No.1 Confirming Party No.2 Confirming Party No.3

respect of the Property i.e. a new CTS No. 123/B is made in the office records of City Survey Department;

G. The Owners/Confirming Parties had entered in to a Development Agreement dated 9th March 2012 with one Mr. Manish K. Kothari and Mr. Sanjay K. Kothari, partners of M/s. Juhi Developers for developing the Property for the consideration and on the terms and conditions more particularly set out in the said Development Agreement dated 9th March 2012. The Owners/Confirming Parties had also given a Power of Attorney in favour of the said Mr. Manish K. Kothari and Mr. Sanjay K. Kothari, partners of M/s. Juhi Developers;

H. Instead of the said Mr. Manish K. Kothari and Mr. Sanjay K. Kothari, partners of M/s. Juhi Developers developing the Property, they sought to assign their right title and interest in the said Development Agreement dated 9th March 2012 in favour of the Developer Mr. Mukesh B. Shah, Sole Proprietor carrying on business in the name and style of M/s. Jekin Residency, i.e. the Developer herein;

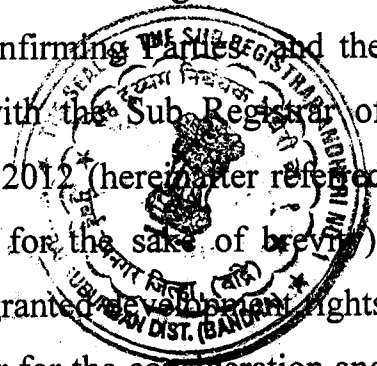
I. Accordingly in June 2012, the Owners/Confirming Parties of One part and the Developer of the other part and the said Mr. Manish K. Kothari and Mr. Sanjay K. Kothari partners of M/s. Juhi Developers entered in to a MOU for the consideration and on the terms and conditions more particularly set out in the MOU. It was also agreed between the parties to the MOU that the Owners/Confirming Parties and the said Mr. Manish K. Kothari and Mr. Sanjay K. Kothari partners of M/s. Juhi Developers shall enter into a proper Agreement inter-alia cancelling the said Development Agreement dated 9th March 2012 and the Power of Attorney given by the Owners/Confirming Parties in favour of said Mr. Manish K. Kothari and Mr. Sanjay K. Kothari partners of M/s. Juhi Developers and the

9.53
The Seal of the City Survey Department, Mumbai
Developer
Owner No.1
Owner No.2
Owner No.3
Confirming Party No.1
Confirming Party No.2
Confirming Party No.3

Owners/Confirming Parties executing a direct Development Agreement with the Developer in respect of and pertaining to the development of the Property;







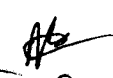
J. According the Owners/Confirming Parties and Mr. Manish K. Kothari and Mr. Sanjay K. Kothari, partners of M/s. Juhi Developers entered in to a Deed of Cancellation dated 17th August 2012 cancelling the Development Agreement dated 9th March 2012 and the Power of Attorney given by the Owners/Confirming Parties in favour of the said Mr. Manish K. Kothari and Mr. Sanjay K. Kothari, partners of M/s. Juhi Developers;

K. Thereafter, an Development Agreement dated 28th August 2012 was executed by and between the Owners/Confirming Parties and the Developer which was duly registered with the Sub Registrar of Assurance Bandra under Sr. No. 7698 of 2012 (hereinafter referred to as "the Development Agreement", for the sake of brevity), whereby the Owners/Confirming Parties granted the Developer rights in respect of the Property to the Developer for the consideration and on the terms and conditions more particularly set out in the said Development Agreement dated 28th August 2012. The Owners/Confirming Parties also gave in favour of the Developer a registered Power of Attorney dated 28th August 2012 which was also duly registered under Sr. No.592 of 2012.



2012	2012	2012	2012
by	by	by	by

A. One of the condition of the Development Agreement dated 28th August 2012 was that the Developer shall give to the Owners/Confirming Parties an area of 5,700 sq. ft. saleable area preferably on third to first floor in of the new building to be constructed on the property plus 3 stilt parking space on the ground floor of the building to be constructed on the Property in the following manners.

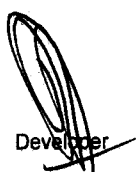




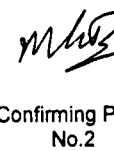

 Developer
 Owner No.1
 Owner No.2
 Owner No.3
 Confirming Party No.1
 Confirming Party No.2
 Confirming Party No.3

Flat No.	Floor	Carpet area of the flat in Sq.ft. (Rera Carpet)	Saleble area of the Flat (Flat in Square feet(as per respondent)
104	1 st	445.09	712.15
201	2 nd	447.35	715.81
204	2 nd	445.09	712.15
301	3 rd	447.35	715.81
302	3 rd	456.50	730.44
303	3 rd	590.19	944.33
304	3 rd	445.09	712.15
401	4 th	285.72	457.16
	Total	3562.38	5700.00

B. The Owners/Confirming Parties had made an application dated 07/12/2011 for the subdivision of the property and that vide order dated 13/09/2013 the Collector of Mumbai Suburban District was pleased to revise the area of the said property from 535 square meters to 537 square meters;

C. Under the said Development Agreement, the Developer is entitled to develop the Property by erecting a new building on the Property by utilizing the maximum Floor Space Index (FSI) of the said property as well as the fungible FSI available/to be acquired under the provisions of D.C. Rule, 2034 as amended up to date and the FSI acquired by purchase of TDR from private parties in the market together with the benefit of stilt parking spaces, etc. in accordance with plans as may be sanctioned and approved by Municipal Corporation of Greater Mumbai (MCGM). The Developer hereby confirm that the total built up approved by the MCGM is 1374.30 square meters.;

D. The building plans for the construction of the proposed building on the Property are approved by MCGM under IOD No. CHE/WS/1126/K/337(NEW) dated 1st February 2016 and

 Developer
 Owner No.1
 Owner No.2
 Owner No.3
 Confirming Party No.1
 Confirming Party No.2
 Confirming Party No.3

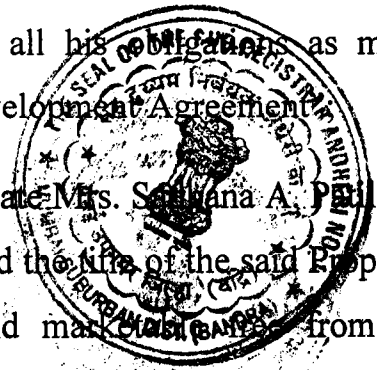
Commencement Certificate No. CHE/WS/1126/K/337(NEW) dated 11th April 2016 was issued by the MCGM and the Developer has agreed to comply with the conditions of I.O.D, a copy whereof is annexed hereto as Annexure "A" is the copy of the I.O.D.; a copy of the Commencement Certificate is annexed hereto as Annexure "B"; a copy of the Sanction Plan is annexed hereto as Annexure "C".

E. As per the plans approved by MCGM, the Developer is entitled to construct a building consisting of ground stilt plus 7 upper floors consisting of 28 flats and 9 stilt car parkings, 1 cantilever car parking and 1 open car parking;








F. Before commencement of the construction work on the said property, the Developer has fulfilled all his obligations as more particularly stated in the aforesaid "Development Agreement"

G. At the request of the Developer, Advocate Mrs. Smitiana A. Pillai on behalf of the Developer has investigated the title of the said Property and found the same to be clear and marketable from all encumbrances and reasonable doubt. A copy of the Title Certificate is annexed hereto as Annexure "D". A copy of typical floor plan of 1st floor of the proposed building is annexed hereto as Annexure "E". The list of Amenities to be provided is annexed hereto as Annexure "F";

H. Subject to the Developer handing over and/or transferring an area of 5700 square feet saleable area in favour of the Owners/Confirming Parties as provided in the Development Agreement dated 28th August 2012 the Developer was authorized and entitled to sell the balance area in the proposed new building to other prospective purchaser/s of his choice on ownership basis at and for the consideration and on terms and conditions the Developer may deem appropriate, to execute agreements with such purchasers under the



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 Developer
 Owner No.1
 Owner No.2
 Owner No.3
 Confirming Party No.1
 Confirming Party No.2
 Confirming Party No.3

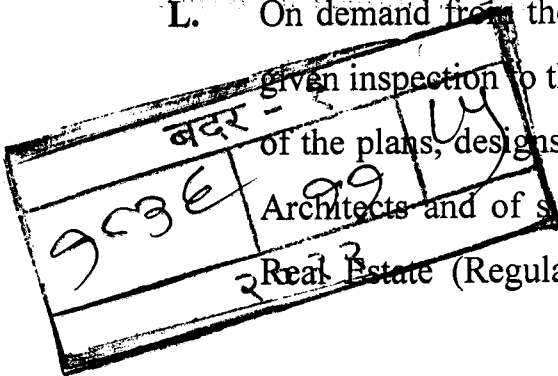
relevant provisions of law, which as on date is as per the provisions of the Maharashtra Real Estate Regulation Act 2016, to register such agreements entered in to by the Developer with such purchaser/s, to receive from such purchaser/s in his own name such consideration as may be agreed upon by and between the Developer and such purchaser, acknowledge the receipt of agreed purchase price and other amount and deposits, to appropriate the amount of purchase price received by the Developer for his own use and on his own account.

I. The Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

J. The Developer has registered the Project of construction a building on the Property under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority at Mumbai bearing registration No.P51800012506. An authenticated copy of the certificate of registration is attached as Annexure "G";

K. The Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building on the Property;

L. On demand from the Owner/Confirming Parties; the Developer has given inspection to the Owners/Confirming Parties all the documents of the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter



Developer
Owner No.1
Owner No.2
Owner No.3
Confirming Party No.1
Confirming Party No.2
Confirming Party No.3

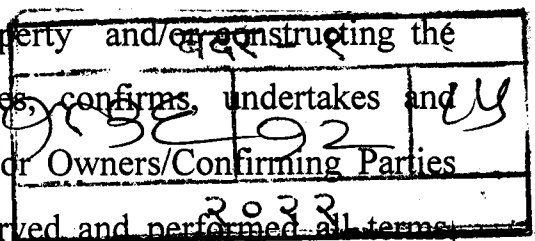
referred to as "the said Act") and the Rules and Regulations made thereunder;

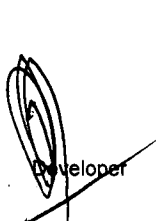
M. Copy of the Property Card or any other relevant revenue record confirming the title of the Developer to the Property being redeveloped have been annexed hereto and marked as Annexure "H";

N. The Developer has handed over authenticated copies of the plans and specifications of the Flat agreed to be transferred in favour of the Flat Owners and/or Owners/Confirming Parties as sanctioned and approved by the local authority. Original approved building plans have been preserved by the Developer and the same will be handed over by the Developer to the Society;


O. The Developer has got all approvals from the concerned local authority/ies to the plans, the specifications, elevation, section and of the said building/s and shall obtain the other approvals, if any, to be obtained from various authority/ies from time to time as to obtain Building Completion Certificate or Occupancy Certificate of the said building on or before the date of completion;


P. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Property and/or constructing the said building. The Developer agrees, confirms, undertakes and covenants with the Flat Owner and/or Owners/Confirming Parties that he has with due diligence observed and performed all terms, conditions, stipulations and restrictions levied imposed by various statutory authorities so that there is no delay on his part in obtain the completion or occupancy certificate in respect of the said building from the concerned authority/ies once the construction is completed;





Developer

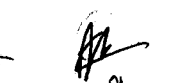

Owner No.1


Owner No.2

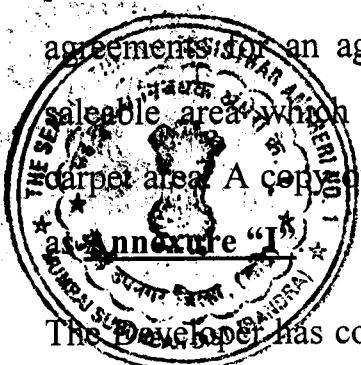

Owner No.3


Confirming Party No.1


Confirming Party No.2


Confirming Party No.3



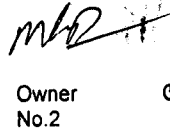


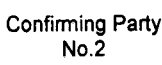

Q. Certain disputes arose between the between the Owners/Confirming Parties and Developer in respect of compliance of the terms of the said Development Agreement, due to which the Owners/Confirming Parties filed in the High Court at Judicature at Bombay a Commercial Arbitration Petition being Petition (Lodging) No. 23218 of 2021 (for the sake of brevity hereinafter referred to as “the said petition”). In the said Petition, the parties (i.e. the Owners/Confirming Parties and the Developer) have filed consent terms, which is in consonance with the terms of the said Development Agreement and thereafter, His Lordship the Hon’ble Mr. Justice B. P. Colabawalla was pleased to pass an Order dated 13th October 2021 in terms of the consent terms filed by the parties. Pursuant to said order dated 13th October, 2021 passed in the above



petition, the Developer has inter-alia agreed to execute the agreements for an aggregate saleable area of 5958.65 square feet saleable area which is equivalent to 3723.98 square feet RERA carpet area. A copy of the Order dated 13th October 2021 is annexed as Annexure “I”.

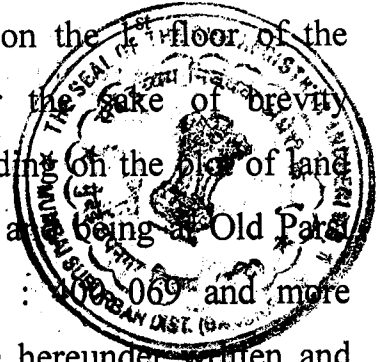
R. The Developer has constructed new building consisting of 7 floors known as Jekin Residency on the said property. The Owners/Confirming Parties have, pursuant to the terms of the Development Agreement dated 28th August 2012 read with the said Order dated 13th October 2021 called upon the Developer to transfer flats aggregating 5958.65 square feet saleable area equivalent to 3723.98 square feet RERA carpet area along with 3 stilt parking on the ground floor and put the Owners/Confirming Parties in vacant and peaceful possession of the same. Accordingly, the Developer has

now offered to transfer free from all encumbrances and on ownership basis and at no cost to the Owners/Confirming Parties 8 flats aggregating to 5958.65 square feet saleable area equivalent to 3723.98 sq. ft. RERA carpet area along with 3 stilt parking on the

 Developer
 Owner No.1
 Owner No.2
 Owner No.3
 Confirming Party No.1
 Confirming Party No.2
 Confirming Party No.3

ground floor and put the Owners/Confirming Parties in vacant and peaceful possession of the same and the Owners/Confirming Parties have agreed to accept the said 8 flats aggregating to 5958.65 sq. ft. saleable area equivalent to 3723.98 sq. ft. RERA carpet area together with 3 stilt parking on the ground floor as more particularly set out in the Order dated 13th October 2021 and in compliance of the terms of the Development Agreement dated 28th August, 2012 read with the Order dated 13th October 2021.

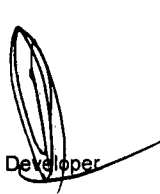



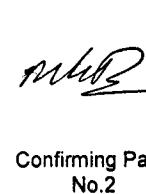


- S. In view of the aforesaid facts, and in compliance of the terms of the said Development Agreement dated 28th August 2012 read with the Order dated 13th October 2021, one of the flat to be transferred/allotted to the Flat Owners pursuant to this present is Flat No.104 admeasuring 445.09 sq. ft. RERA carpet area equivalent to 712.15 square feet saleable area situated on the 1st floor of the building known as Jekin Residency (for the sake of brevity hereinafter referred as "the said Flat") standing on the plot of land bearing New CTS No.123/B situate, lying and being in Old Parel Panchayat Road, Andheri (East), Mumbai : 400 069 and more particularly described in the First Schedule hereunder written and marked by Red colour on the floor plan annexed hereto as Annexure E along with the amenities more particularly set out in the Second Schedule hereunder written;



- T. The Developer confirms that as per RERA "carpet area" means the net usable floor area of an apartment/flat, excluding the area covered by the external walls, areas under services shafts, exclusive of external balcony or verandah area (if any) and exclusive open top terrace area.

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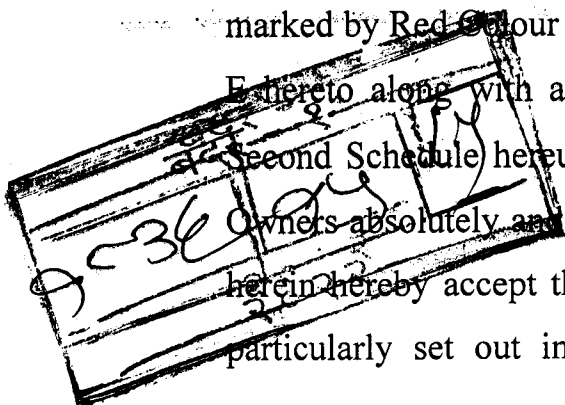
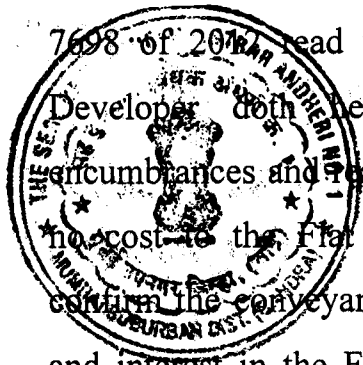
- U. In view of the aforesaid facts, and in compliance of the terms of the said Development Agreement dated 28th August 2012 read with the Order dated 13th October 2021 and also in compliance of the


 Developer
 Owner No.1
 Owner No.2
 Owner No.3
 Confirming Party No.1
 Confirming Party No.2
 Confirming Party No.3

provision of the Real Estate Regulation Act, 2016, the Developer is executing a written agreement being this presents and also to register the same under the Registration Act, 1908.


NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS UNDER:


- 1) The Recitals contained hereinabove shall form an integral part of this Deed.
- 2) In consideration of the Owners/Confirming Parties granting to the Developer, the development right as more particularly set out in the said development agreement dated 28th August 2012 which is registered with the Sub-Registrar of Assurance Bandra under Sr. No. 7698 of 2012 read with an Order dated 13th October 2021, the Developer doth hereby convey and transfer free from all encumbrances and reasonable doubts and on ownership basis and at no cost to the Flat Owners and the Owners/Confirming Parties confirm the conveyance and transfer of all and singular right, title and interest in the Flat No.104 admeasuring 445.09 sq. ft. RERA carpet area equivalent to 712.15 square feet saleable area situated on the 1st floor of the building known as Jekin Residency standing on the Property which is now known as new CTS No.123/B situate, lying and being at Village Mogra, Taluka Andheri at Old Parsi Panchayat Road, Andheri (East), Mumbai : 400 069 and more particularly described in the First Schedule hereunder written and marked by Red Colour on the floor plan annexed hereto as Annexure E hereto along with amenities as more particularly set out in the Second Schedule hereunder written unto and to the use of the Flat Owners absolutely and the Flat Owners subject to what is provided herein hereby accept the conveyance and transfer of the Flat more particularly set out in the First Schedule hereunder written and





Developer


Owner
No.1


Owner
No.2


Owner
No.3

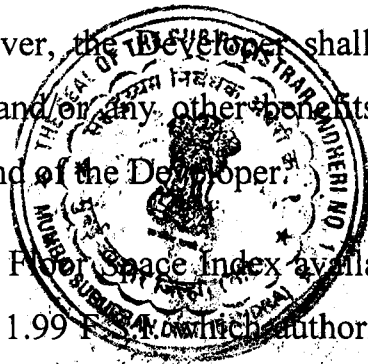

Confirming Party
No.1


Confirming Party
No.2






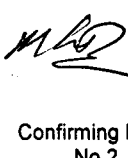


Confirming Party
No.3

marked by Red colour on the floor plan annexed hereto as Annexure E along with amenities as more particularly set out in the Annexure F hereunder written and the Flat Owners and/or Owners /Confirming Parties discharge the Developer from his obligation under the Development Agreement dated 28th August 2012 and in compliance of Order dated 13th October 2021.

- 3) It is agreed and understood that the Flat Owner and/or Owners /Confirming Parties shall not be liable to pay any amount to the Developer including but not limited to any taxes be it GST or any other similar taxes, if any, if applicable. The Developer agrees and undertakes to pay all charges, statutory dues, taxes including but not limited to stamp duty, registration charges, GST etc. on this document, if any, if applicable. However, the Developer shall be entitled to seek set off, and/or rebate and/or any other benefits, if any, available and/or applicable at the end of the Developer.
- 4) The Developer hereby declares that the Floor Space Index available as on date in respect of the Property is 1.99 FSI which authorised the Developer to construct an area of 1374.30 square meters only and Developer has utilized an area of 1373.26 square meters on the Property.
- 5) The list of fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts etc. or price range (if unbranded) to be provided by the Developer in the said building and the Flat as are set out in Annexure-F, annexed hereto.
- 6) Procedure for taking possession - The Developer agrees and undertakes to obtain Occupation Certificate on or before 31st January 2022 subject to BMC. In the event for any reason whatsoever the Developer fails to obtain Occupation Certificate on or before 31st January 2022 then and in that event the Developer agrees and



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 Developer
  Owner No.1
  Owner No.2
  Owner No.3
  Confirming Party No.1
  Confirming Party No.2
  Confirming Party No.3

undertakes to pay to the Flat Owners a sum of Rs.12,500/- per month or part thereof from 1st February, 2022 till the month in which the Occupation Certificate is obtained..

- 7) It is agreed by and between the Flat Owners and/or Owners/Confirming Parties and Developer that once the Flat Owner is put in possession of the flat after receipt of Occupation Certificate the Petitioners shall be liable to pay maintenance charges, property charges, electricity charges, water charges, etc., being Rs.80,000/- (Rupees Eighty Thousand Only) for use and occupation Flat Notwithstanding the Flat Owners being put in possession of the Flat, the Flat Owners shall be liable and responsible to pay only an amount of Rs.80,000/- per flat for maintenance charges in respect of the Flat only for a period of 12 months or till the Society is formed whichever is earlier as provided in the Order dated 13th October

- 8) The Flat Owners shall forthwith take possession of the Flat when offered by the Developer after the Developer has obtained the Occupation Certificate.

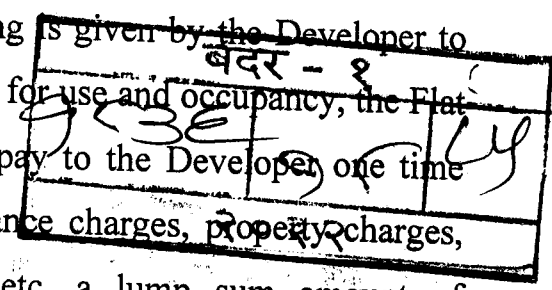
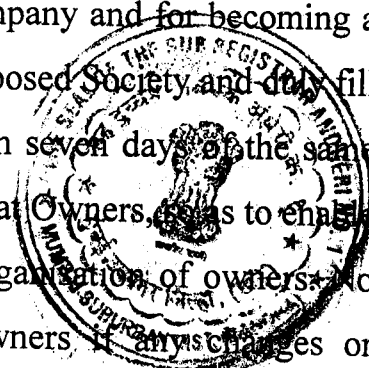
- 9) In case the Flat Owners fail to take possession of the Flat, when offered, the Flat Owners shall nonetheless be liable to pay amount mentioned in clause 7 hereinabove and pay regular maintenance charges from the time Society is formed.








- 10) If within a period of five years from the date of handing over the Flat to the Flat Owners, the Flat Owners brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Flat Owners be entitled

Developer
Owner No.1
Owner No.2
Owner No.3
Confirming Party No.1
Confirming Party No.2
Confirming Party No.3

to receive from the Developer, compensation for such defect in the manner as provided under the RERA Act provided the damages and defects are not caused by the Flat Owners due to the interior work carried by their Architect.

- 11) The Flat Owners shall use the Flat or part thereof or permit the same or part thereof to be used only for purpose of residence.
- 12) The Flat Owners along with other owner/s of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Flat Owners, as to enable the Developer to register the common organization of owners. No objection shall be taken by the Flat Owners if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or by any other Competent Authority.
- 13) Within 15 days after notice in writing is given by the Developer to the Flat Owners that the Flat is ready for use and occupancy, the Flat Owners shall be liable to bear and pay to the Developer one time lump sum charges such as maintenance charges, property charges, electricity charges, water charges etc. a lump sum amount of Rs.80,000/- (Rupees Eighty Thousand only) in respect of the Flat for a period of 12 months or the till the society is formed whichever is earlier. For the sake of clarity, it is agreed between the parties that



Developer  Owner No.1  Owner No.2  Owner No.3  Confirming Party No.1  Confirming Party No.2  Confirming Party No.3 

till the Society is formed, the Flat Owners shall not be required to pay to the Developer any amount as outgoing in respect of the Flat in excess of Rs.80,000/- (Rupees Eighty Thousand only).

14) The Developer hereby represent, agrees, declares, confirms, undertakes, covenants and assures the Flat Owners that:

- i) The Flat is free of all encumbrances and no one except Developer has right to deal with and dispose of the same in the manner the Developer deem appropriate.
- ii) The Developer has not entered in to any agreement with any third party for sale, exchange, mortgage, gift, trust, possession, easement, lease, lien or otherwise created any third party right title or interest in respect of the Flat;



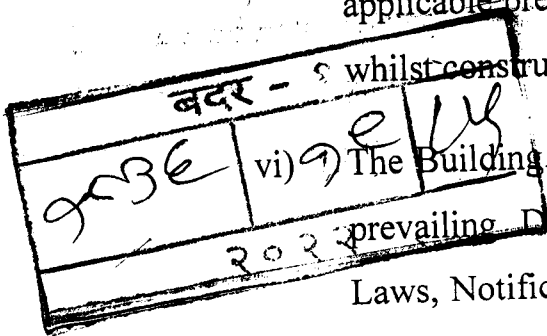
iii) No person/s claim any right, title or interest of any nature in the Flat whatsoever then and in that event the Developer shall at his cost, charges and expenses settle the claim of such person/s (indemnity);

iv) The Developer has not mortgaged the Property and/or the Flat;

v) the Developer has complied with all the terms and conditions laid down by the Municipal Corporation of Greater Mumbai (MCGM) whilst granting permission/No Objection whilst granting IOD or CC or whilst approving the plans submitted by the Developer for construction of the building on the Property and/or the Developer has complied with all the applicable prevailing laws, rules and regulations and bye-laws

vi) whilst constructing the building;

The Building constructed on the Property is strictly under the prevailing Development Control Regulations, Rules, Bye-Laws, Notifications and Circulars issued there under or under





Developer

Owner
No.1

Owner
No.2

Owner
No.3

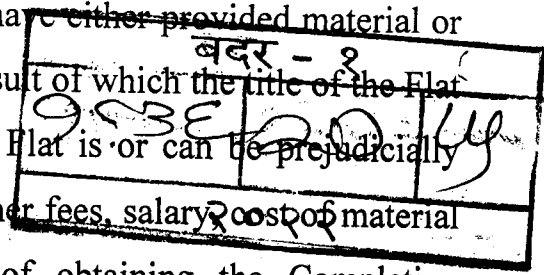
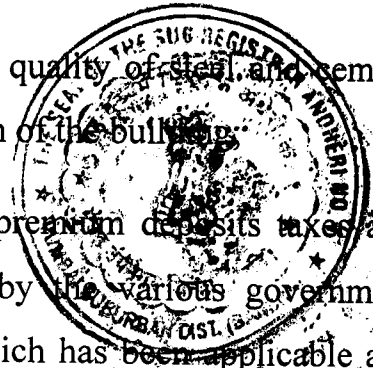

Confirming Party
No.1









Confirming Party
No.2


Confirming Party
No.3

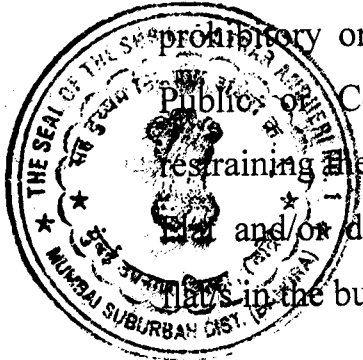
the Maharashtra Regional Town Planning Act, 1966 and other laws and/or terms and conditions laid down by the statutory authorities and/or as per the plans approved by MCGM and the Developer has neither committed breach of any of the applicable laws, Regulations, Rules, Bye-Laws, Notifications and Circulars and/or terms and conditions laid down by the statutory authorities nor carried out any unauthorised construction and consequently the Developer is confident of getting the Completion Certificate as soon as the same is applied for;

- vii) The Developer has appointed reputed Architect and engineers/contractors who have supervised and certified the construction complies with the industry standards;
- viii) The Developer has used the best quality of steel and cement and other material for construction of the building;
- ix) The Developer has paid all the premium deposits taxes and duties as and when demanded by the various government authorities from time to time, which has been applicable and payable till date;
- x) The Developer has applied for and obtained electricity and water connection;
- xi) All the fees, salary, cost of material and labour have been paid in full by the Developer and there is no outstanding claim or demand by any person/s who have either provided material or labour or other services as a result of which the title of the Flat Owners in respect of the said Flat is or can be prejudicially affected. In any event any further fees, salary & cost of material and labour up to the date of obtaining the Completion Certificate;



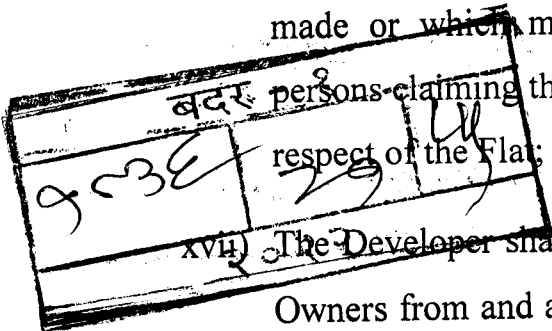
 Developer
  Owner No.1
  Owner No.2
  Owner No.3
  Confirming Party No.1
  Confirming Party No.2
  Confirming Party No.3

- xii) The Flat and any other flats in the building is/are not subject to any lispence or attachment before judgment or attached in the execution of any decree;
- xiii) As on date there is/are no litigation/s or proceeding/s whatsoever pending in any Court or Forum or before any Competent Authority in respect of or concerning the said Flat and other flats in the building;
- xiv) The Developer has paid his Income Tax and neither Income Tax Department nor any other Public or Competent Court or Authorities have issued any notice to the Developer demanding pending tax or passed any order restraining the Developer from conveying and transferring the Flat and/or any other flat/s or any part thereof nor there is attachment or other prohibitory order issued by Income Tax Department or any Public or Competent Court or Authority preventing or restraining the Developer from conveying and transferring the Flat and/or dealing with disposing off or selling any other flats in the building;

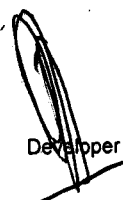

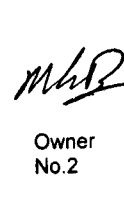


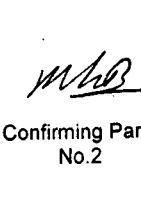



xv) The Developer has not received any notice for acquisition or requisition in respect of the Flat or the Property;

xvi) The Developer shall indemnify and keep indemnified the Flat Owners from and against all actions, claims, demands, loss and/or damages suffered and/or all cost charges expenses incurred by the Flat Owners due to or on account of any claim made or which may hereafter be made by any person or persons claiming through under or in trust for the Developer in respect of the Flat;



xvii) The Developer shall indemnify and keep indemnified the Flat Owners from and against all actions, claims, demands, loss or

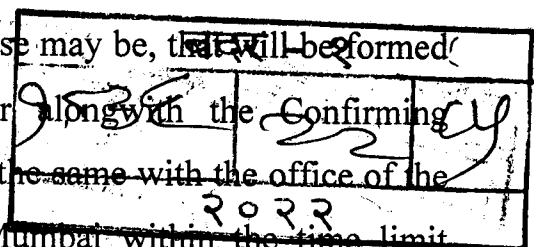
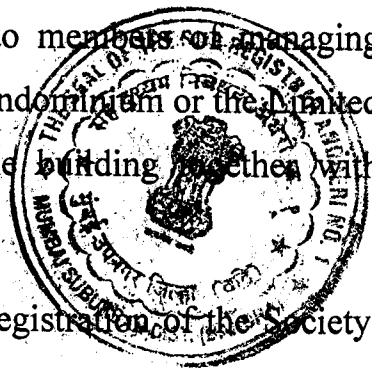
 Developer
  Owner No.1
  Owner No.2
  Owner No.3
  Confirming Party No.1
  Confirming Party No.2
  Confirming Party No.3






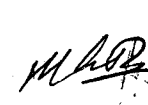

damages suffered or all cost charges expenses incurred by the Flat Owners due to or on account of any claim made or which may hereafter be made by the Income Tax Department for recovery of any income-tax dues/liabilities.

xviii) The Developer has obtained all Consent and/or No Objection and/or Clearance and/or Approvals from various Government authorities including but not limited to Airport Authority of India, Fire Department etc. for construction of the building;

xix) Within a period of 12 months from the date of Occupation Certificate the Developer undertakes to form and register at his cost, charges and expenses a Co-operative Housing Society under the provisions of the Maharashtra Societies Act, 1960 and Rules, 1961 or a Condominium of owners or a Limited Liability Company and handover to members of managing committee of such Society or the Condominium or the Limited Company, as the case may be, the building together with common area and common facilities

xx) Within 6 months from the date of registration of the Society, the Developer shall execute conveyance in favour of such Society or the Condominium or the Limited Company, as the case may be, and also handover to the members of managing committee of such Society or the Condominium or the Limited Company, as the case may be, all Original Title Deeds and the following including but not limited to following documents in respect of the Property to such Society or the Condominium or the Limited Company, as the case may be, that will be formed by Developer. The Developer along with the Confirming Parties and the Society register the same with the office of the Sub-Registrar of Assurance, Mumbai within the time limit



 Developer
  Owner No.1
  Owner No.2
  Owner No.3
  Confirming Party No.1
  Confirming Party No.2
  Confirming Party No.3

prescribed under the Registration Act, and subject to the duly compliance of all statutory requirement by the Society.

- a) Copies of IOD, CC, approved plans, subsequent amendments plans, if any and Occupation Certificate.
- b) Copies of all the Consent and/or No Objection and/or Clearance and/or Approvals from various Government authorities including but not limited to Airport Authority of India, Fire Department etc.
- c) RCC details and canvass mounted, structural drawings
- d) Structural Stability Certificate from Licensed structural Engineer.
- e) Structural audit report;



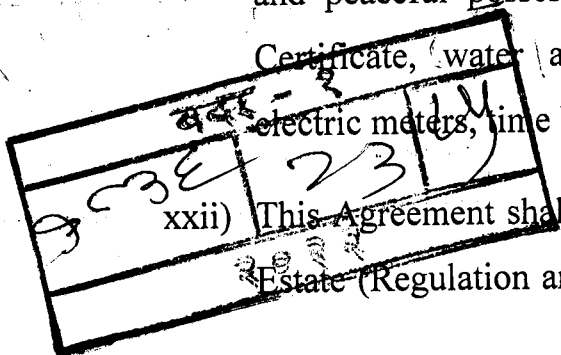
and completion certificate issued by C.F.O.;

Fire Safety audit carried out as per the requirement of the C.F.O.;

the original correspondence files containing letters written by and received by the Developer seeking various Consent and/or No Objection and/or Clearance and/or Approvals from various Government authorities including but not limited to MHADA, MCGM, BEST, Airport Authority of India, Fire Department etc.

xxi) The Developer shall before putting the Flat Owners in vacant and peaceful possession of the Flat obtain the Occupation Certificate, water and electricity connection and provide electric meters, time being the essences.

xxii) This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other



Developer
Owner No.1
Owner No.2
Owner No.3
Confirming Party No.1
Confirming Party No.2
Confirming Party No.3

modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time and/or the Maharashtra Ownership of Flat Act, 1963).

xxiii) The Flat Owners shall not be bound and liable to pay any stamp duty or registration charges on and/or any other duty or charges whatsoever in respect of the Flat.


xxiv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Property and said building are valid and subsisting and have been obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Property and Building and common areas;

xxv) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Owners created hereby, may prejudicially be affected.

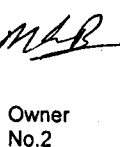
xxvi) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Property including the Project and the said Flat which will, in any manner, affect the rights of Flat Owners under this Agreement;

xxvii) The Developer confirms that he is not restricted in any manner whatsoever from handing over vacant possession of the said Flat to the Flat Owners in the manner contemplated in this Agreement;

xxviii) At the time of execution of the conveyance deed of the Property and the building to the Society and/or association of

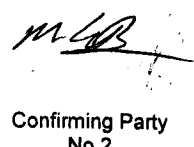

Developer

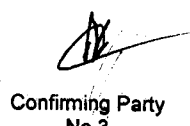

Owner No.1

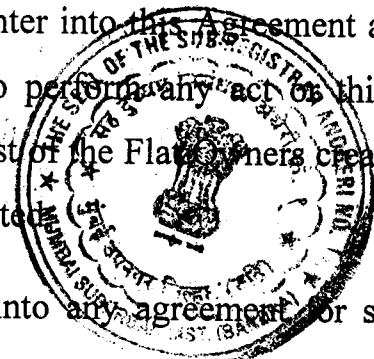

Owner No.2

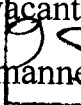
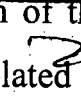
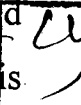

Owner No.3


Confirming Party No.1


Confirming Party No.2


Confirming Party No.3

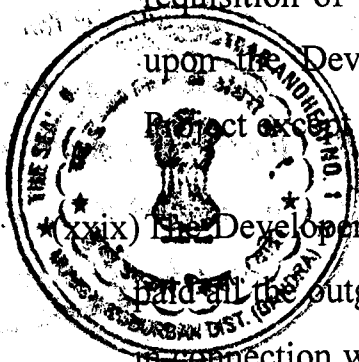


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Flat Owners, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas in the building as also the open space in the Property to the Society;

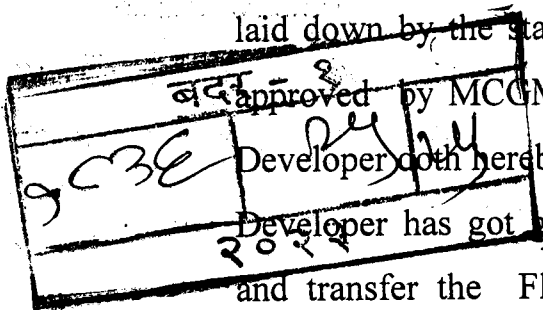
xxix) The Developer has duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the property to the competent Authorities till such time that the Occupation certificate is received by the Developer.

xxx) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the Property and/or the ~~Property~~ those disclosed in the title report;



(xxix) The Developer doth hereby declares and confirms that he has paid all the outgoings and dues in relation to or in respect of or in connection with or arising out of the Property and/or newly

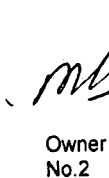
constructed building on the property up to date and have observed and performed and complied with applicable laws Regulations, Rules, Bye-Laws, Notifications and Circulars issued there under or under the Maharashtra Regional Town Planning Act, 1966 and other laws and/or terms and conditions laid down by the statutory authorities and/or as per the plans

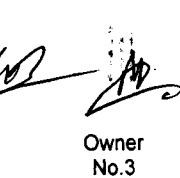


approved by MCCM and is not in breach thereof AND the Developer doth hereby covenants with the Flat Owners that the Developer has got good right and absolute power to convey and transfer the Flat unto the Flat Owners in the manner aforesaid and that it shall be lawful for the Flat Owners at all

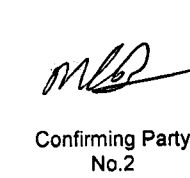

Developer

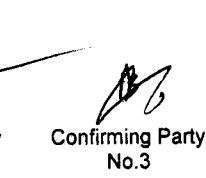

Owner No.1


Owner No.2

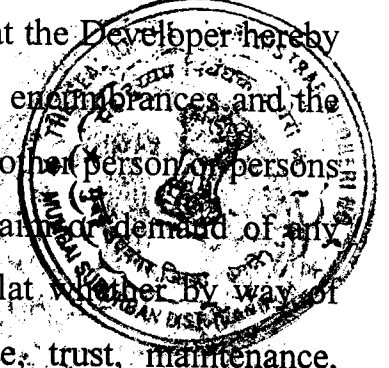

Owner No.3


Confirming Party No.1









Confirming Party No.2


Confirming Party No.3

times hereafter to peaceably and quietly hold, possess, occupy and enjoy the Flat hereby conveyed and transferred or expressed so to be with its appurtenances and receive the rents and profits for their own use and benefit without any eviction, interruption, hindrance, claim or demand whatsoever from the Developer or from or by any other person or persons lawfully or equitably claiming by from under or in trust for him AND THAT free and clear and freely clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Developer well and sufficiently saved, defended, kept harmless and indemnified of, from and against all estates, charges and encumbrances whatever made, executed, occasioned or suffered by the Developer or by any other person or persons lawfully or equitably claiming by, from, under or in trust for him AND that the Developer hereby covenants that the Flat is free from all encumbrances and the Developer is the absolute owner and no other person or persons has or have any right, title, interest, claim or demand of any nature whatsoever into or upon the Flat whether by way of sale, exchange, charge, gift, mortgage, trust, maintenance, inheritance, possession, lease, lien, license, easement or otherwise whatsoever AND that the Developer has not created any charge or encumbrances of any nature whatsoever on the Flat AND the Developer also declares and confirms that the Flat is not in any way affected by lispendence, insolvency, attachment before or after judgment or by any prohibitory order from any Income-tax, or any other Government Department or Authority AND that the Developer has not done any act, deed, matter or thing whereby or by reason whereof the conveyance and transfer the Flat is likely to be cancelled and/or forfeited AND that the Developer shall indemnify and keep indemnified










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 Developer
 Owner No.1
 Owner No.2
 Owner No.3
 Confirming Party No.1
 Confirming Party No.2
 Confirming Party No.3

the Flat Owners from and against all actions, claims, demands, costs, charges and expenses etc. in respect of the Flat claimed or falling due prior to the execution of these presents AND further that the Developer and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the Flat hereby conveyed and transferred or expressed so to be or any part thereof by, from, under or in trust for him, the Developer shall and will from time to time and at all times hereafter at the request and cost of the Flat Owners do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters and assurances in the law whatsoever for further and more perfectly and absolutely assuring and transferring the Flat hereby conveyed and transferred or expressed so to be and every part thereof unto and to the use of the Flat Owners in the aforesaid as shall or may be reasonably required.

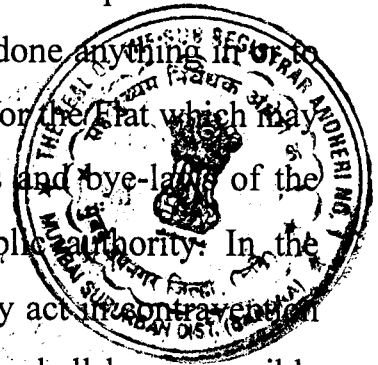
15) The Flat Owners for themselves with intention to bring all persons into whatsoever hands the possession of the Flat may subsequently come hereby covenants with the Developer as follows :-

- i) To maintain the Flat at the Flat Owners' own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat

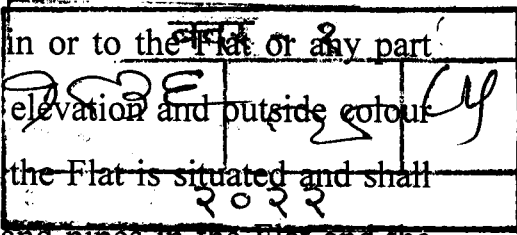
 Developer
 Owner No.1
 Owner No.2
 Owner No.3
 Confirming Party No.1
 Confirming Party No.2
 Confirming Party No.3








is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Owners in this behalf, the Flat Owners shall be liable for the consequences of the breach and the Developer shall not be held liable for the same..

iii) To carry out at their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Flat Owners 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 contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Flat Owners committing any act in contravention of the above provision, the Flat Owners shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



iv) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the 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 and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other



 Developer
  Owner No.1
  Owner No.2
  Owner No.3
  Confirming Party No.1
  Confirming Party No.2
  Confirming Party No.3

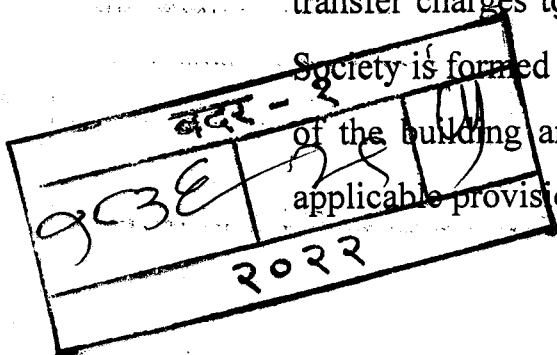
parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Developer and/or the Society or the Limited Company.

- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Property and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Property and the building in which the Flat is situated.



vii) The Flat Owners shall pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other authority, on account of change of user of the Flat by the Flat Owners for any purposes other than for purpose for which it is given.

- viii) The Flat Owners shall be entitled to let, sub-let, transfer, assign or part with interest or benefit factor beneficial interest in this Agreement or part with the possession of the Flat in the manner they deem appropriate without being liable to pay any transfer charges to the Developer Provided however once the Society is formed and such society takes over the management of the building and the Flat Owners shall be bound by the applicable provisions of the society's bye laws in that behalf.



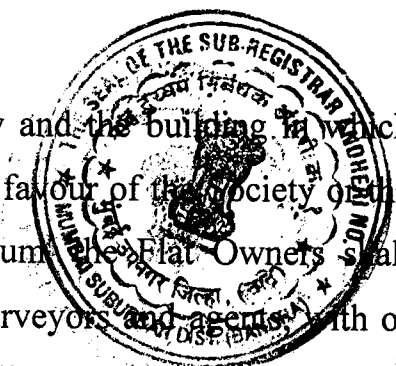
Developer
Owner No.1
Owner No.2
Owner No.3
Confirming Party No.1
Confirming Party No.2
Confirming Party No.3

ix) The Flat Owners shall observe and perform all the rules and regulations which the Society or the Limited Company or Condominium may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the building and the flats therein and for the observance and 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 Flat Owners shall also observe and perform all the stipulations and conditions laid down by the Society or the Limited Company or Condominium regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.








x) Till a conveyance of the Property and the building in which the Flat is situated is executed in favour of the Society or the Limited Company or Condominium the Flat Owners shall permit the Developer and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and up on the said buildings or any part thereof to view and examine the state and condition thereof.

xi) The Developer shall maintain a separate account in respect of amounts received by the Developer from the Flat Owners on account of the share capital for the formation of the Society or the Limited Company or Condominium shall utilize the amounts only for the purposes for which they have been received.

xii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of



अदर - १		
१०३६	२०	५
२०२२		

 Developer
 Owner No.1
 Owner No.2
 Owner No.3
 Confirming Party No.1
 Confirming Party No.2
 Confirming Party No.3

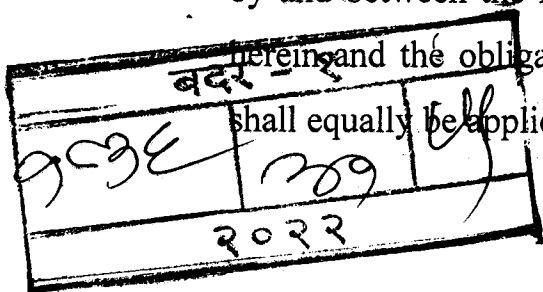
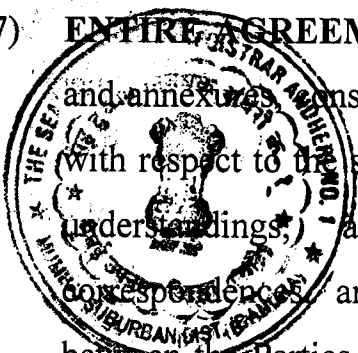
the said Flat or of the Property and Building or any part thereof. The Flat Owners shall have no claim save and except in respect of the Flat hereby agreed to be given to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the Property and the building is transferred to the Society or the Limited Company or Condominium.



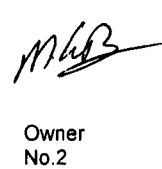


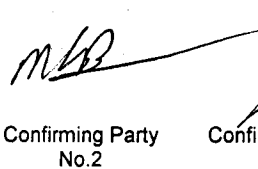

16) **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Developer executes this Agreement, he shall not mortgage or create a charge on the Flat and/or proportionate area of the land and/or building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Flat Owners.

17) **ENTIRE AGREEMENT** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/the Property/building, as the case may be.

18) **RIGHT TO AMEND** This Agreement may only be amended through written consent of the Parties.

19) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO SUBSEQUENT OWNERS** : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Flat shall equally be applicable to and enforceable against any subsequent

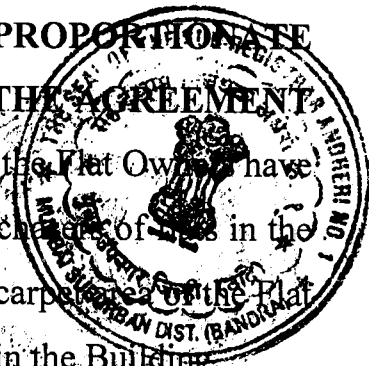


 Developer
  Owner No.1
  Owner No.2
  Owner No.3
  Confirming Party No.1
  Confirming Party No.2
  Confirming Party No.3


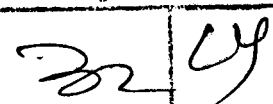
Owners of the Flat, as the said obligations go along with the Flat for all intents and purposes.

20) **SEVERABILITY** If any provision of this Agreement shall found to be void, voidable or unenforceable under any Act or the Rules and Regulations made thereunder or under other applicable laws such provisions in the Agreement shall be deemed to be deleted so far as they are inconsistent with the Act or the Rules and Regulations made thereunder or under other applicable laws and Parties agree to amend this Agreement to the extent necessary to conform to such Act or the Rules and Regulations made thereunder or under other applicable laws, as the case may be, without effecting remaining provisions the intention being that validity and enforceability of this Agreement is not otherwise affected.




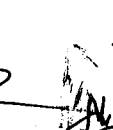


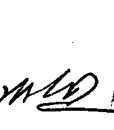
21) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**
 Wherever in this Agreement it is stipulated that the Flat Owners have to contribute money in common with other purchasers of flats in the building, the same shall be in proportion to the carpet area of the Flat that bears to the total carpet area of all the flats in the Building.



22) **FURTHER ASSURANCES** Both Parties agree that they shall execute, acknowledge and deliver to the other such further documents and take such other actions, in additions to this Agreement as may be reasonably required in order to give effect to the provisions of this Agreement or to vest the ~~flat~~ Flat Owners or to perfect the Flat Owners title to the Flat.

	
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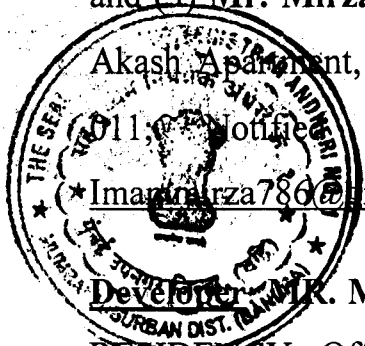
23) **PLACE OF EXECUTION** The execution of this Agreement shall be complete only upon its execution by the Developer through his authorized signatory at his Office, or at some other place, which may be mutually agreed between the Developer and the Flat Owners and

 Developer
  Owner No.1
  Owner No.2
  Owner No.3
  Confirming Party No.1
  Confirming Party No.2
  Confirming Party No.3

registered as required under the law. This Agreement shall be deemed to have been executed at Mumbai.

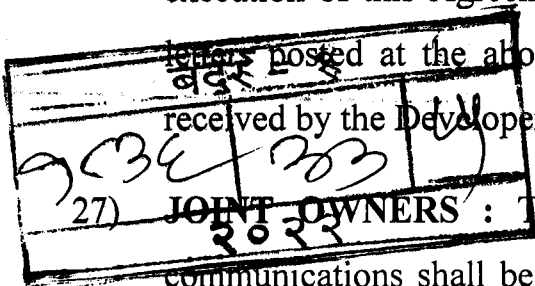
- 24) The Flat Owners and/or Developer shall present this Agreement at the proper registration office of registration to register the same, as per the provision of the Registration Act, 1908 read with the provision of the Maharashtra Real Estate Authority Act, 2016.
- 25) That all notices to be served on the Flat Owners and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Owners or the Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Flat Owners: (1) Mr. Mirza Shahabuddin Baig Tajammulla Husain, (2) Mr. Mirza Gaysuddin Baig Tajammulla Husain, and (3) Mr. Mirza Imam Baig Tajammulla Husain, Flat No.304, Akash Apartment, 3rd floor, S. G. Marg, Agripada, Mumbai 400 011, Office Email ID : mirzagayas@gmail.com & ImamMirza786@gmail.com;



Developer: MR. MUKESH B. SHAH proprietor of M/S. JEKIN RESIDENCY, Office No.202, Victory Park, Roshan Nagar, Off. Chandavarkar Road, Borivali (West), Mumbai : 400 092; Notified Email ID: jekindevelopers@gmail.com

- 26) It shall be the duty of the Flat Owners and the Developer to inform each other of any change in address and email ID, subsequent to the execution of this Agreement failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Flat Owners, as the case may be.



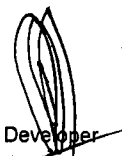






- 27) **JOINT OWNERS :** That in case there are Joint Owners all communications shall be sent by the Developer to the Flat Owners

Developer
Owner No.1
Owner No.2
Owner No.3
Confirming Party No.1
Confirming Party No.2
Confirming Party No.3

whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Flat Owners.

- 28) **GOVERNING LAW** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Mumbai will have the jurisdiction for this Agreement.
- 29) That the Flat Owners shall abide by the terms and condition as specifically levied by the MCGM under IOD as per list annexed herewith as Annexure A.
- 30) The stamp duty, if any, and registration charges payable in respect of this document shall be borne and paid by the Developer alone. The Developer shall be entitled to seek set off, and rebate and/or any other benefits, if any, available and/or applicable at the end of the Developer in view of an Development Agreement dated 28th August 2012 duly registered with the Sub Registrar, Assurance, Bandra under Sr. No. 7698 of 2012.
- 31) The Permanent Account Number of the parties hereto are as follows:-

Sr. No.	Name	Nomenclature	Pan No.	Adhaar No.
i)	Mukesh B. Shah, Sole Proprietor M/s. Jekin Residency	Developer	AHEPS7156C	
ii)	Mirza Shahabuddin Baig Tajmul Hasan	Flat Owner No.1	AAEPM1807H	6913 4109 0759
iii)	Mirza Gayasuddin Baig Tajmul Hasan,	Flat Owner No.2	AAMP4354K	6301 0716 7821
iv)	Mirza Imam Baig Tajmul Hasan,	Flat Owner No.3	AANPM5995M	6732 5811 2617

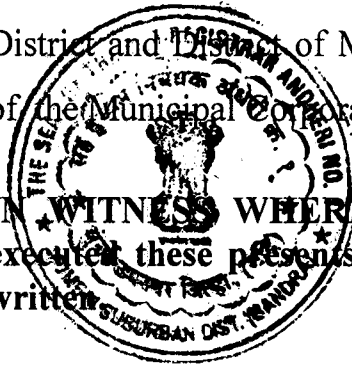
 Developer
 Owner No.1
 Owner No.2
 Owner No.3
 Confirming Party No.1
 Confirming Party No.2
 Confirming Party No.3

v)	Mirza Shahabuddin Baig Tajmul Hasan	Confirming Party No.1	AAEPM1807H	6913 4109 0759
vi)	Mirza Gayasuddin Baig Tajmul Hasan,	Confirming Party No.2	AAMPM4354K	6301 0716 7821
vii)	Mirza Imam Baig Tajmul Hasan,	Confirming Party No.3	AANPM5995M	6732 5811 2617

SCHEDULE ABOVE REFERRED TO:

Flat No.104 admeasuring 445.09 sq. ft. RERA carpet area equivalent to 712.15 square feet saleable area situated on the 1st floor in the Building known as Jekin Residency which consisting of ground plus 7 (seven) upper floors without basement and having 01 lift and standing on the of land bearing New CTS No.123/B situate, lying and being at Village Mogra, Taluka Andheri at Old Parsi Panchayat Road, Andheri East), Mumbai : 400 069 in the Registration Sub District and 1515 of Mumbai Suburban City in the K-East Ward of the Municipal Corporation of Greater Mumbai.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents the day and the year first hereinabove written

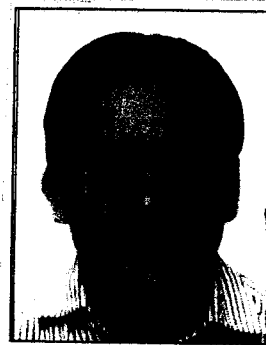


Left Hand Thumb Impression Photograph Signature

SIGNED AND DELIVERED by the within named "DEVELOPER" Mukesh B. Shah, Sole Proprietor of M/s. Jekin Residency

For M/s. JEKIN RESIDENCY

Proprietor



in the presence of Witness:

i. V. M. Doh

बदर - ३		
३३६	३४	४५

Developer

Owner No.1

Owner No.2

Owner No.3

Confirming Party No.1

Confirming Party No.2

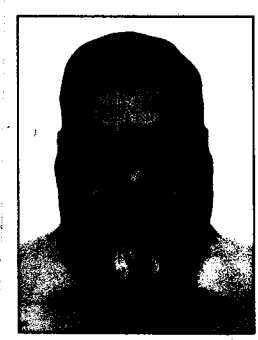
Confirming Party No.3

ii. Habshat K. Mehta

SIGNED AND DELIVERED by the within named "OWNERS"

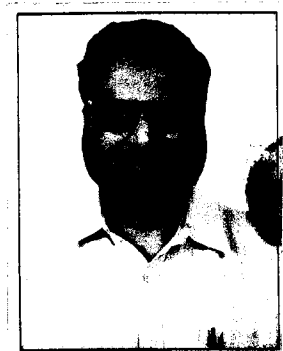
1) Mirza Shahabuddin Baig Tajammulla Husain;

Mirza Baig



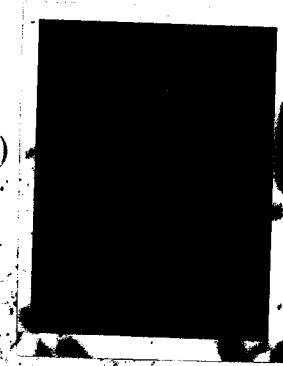
2) Mirza Gaysuddin Baig Tajammulla Husain;

Mirza Gaysuddin Baig



3) Mirza Imam Baig Tajammulla Husain,

Imam



in the presence of Witness:

i. *V. M. J.*

ii. Habshat K. Mehta

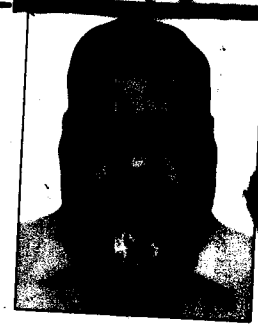


बदर - १		
१३६	३६	५

SIGNED AND DELIVERED by the within named "CONFIRMING PARTIES"

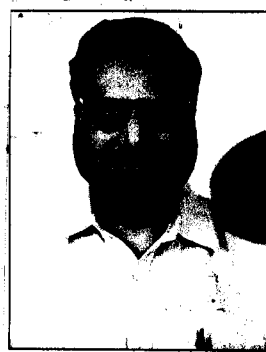
1) Mirza Shahabuddin Baig Tajammulla Husain;


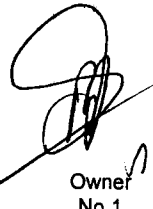
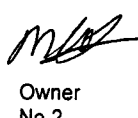

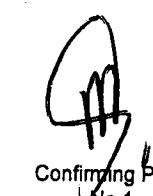
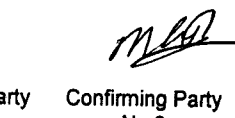
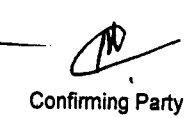
Mirza Baig



2) Mirza Gaysuddin Baig Tajammulla Husain,

Mirza Gaysuddin Baig



 Developer
 Owner No.1
 Owner No.2
 Owner No.3
 Confirming Party No.1
 Confirming Party No.2
 Confirming Party No.3

3) **Mirza Imam Baig
Tajammulla Husain,**

Imam



in the presence of
Witness:

i. V. M. Datta

ii. H. K. Mehta



बत -	
१९३६	२००५
२००५	

Developer

Owner
No.1

Owner
No.2

Owner
No.3

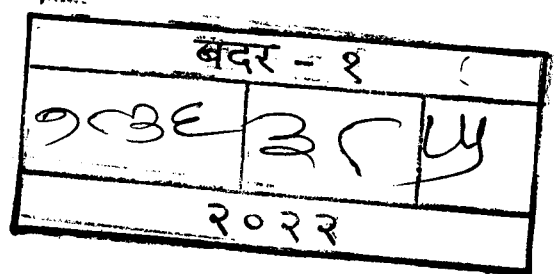
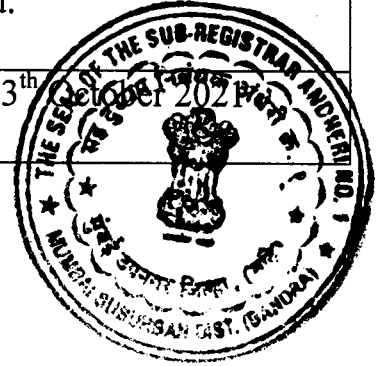
Confirming Party
No.1

Confirming Party
No.2

Confirming Party
No.3

LIST OF ANNEXURES

Sr. No.	Annexure	Particulars
1)	Annexure A	Copy of the Intimation of Disapproval No. CHE/WS/1126/K/337(NEW) dated 1 st February 2016;
2)	Annexure B	Copy of the Commencement Certificate No. CHE/WS/1126/K/337(NEW) dated 11 th April, 2016;
3)	Annexure C	Copy of the Sanction Plan;
4)	Annexure D	Copy of the Title Certificate;
5)	Annexure E	Copy of the Typical Floor Plan;
6)	Annexure F	List of Amenities;
7)	Annexure G	Copy of the RERA Certificate.
8)	Annexure H	Copy of the Property Card.
9)	Annexure I	Copy of the Order dated 13 th October 2022




Developer

Owner
No.1

Owner
No.2

Owner
No.3

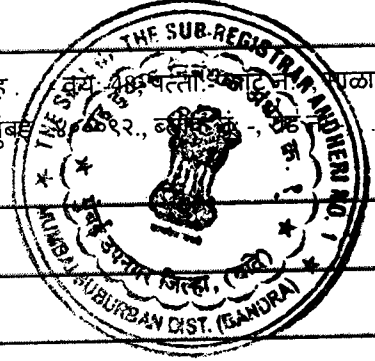
Confirming Party
No.1

Confirming Party
No.2

Confirming Party
No.3

गावाचे नाव : 1) मोगरा

(1)विलेखाचा प्रकार	विकसनकरारनामा
(2)मोबदला	9000000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	18137000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपाइतर वर्णन ; इतर माहिती: मौजे मोगरा बाधकाम व खुली जमीन, सर्वे नं. ५३, हिस्सा नं. ३, सी टी एस नं. १२३, जमीन क्षेत्र ५३५ चौ मी .((C.T.S. Number : 123 ;))
(5) क्षेत्रफळ	1) 535.00 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:-मिर्झा शहाबुद्दीन बेग ताजमुल हुसैन - - वय:-60; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ३०४ आकाश, आग्नीपाडा , एस जी मार्ग, मुंबई ४०००११., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400011 पॅन नं:-AHEPS7156C 2): नाव:-मिर्झा गयासुद्दीन बेग ताजमुल हुसैन - - वय:-46; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ३०४ आकाश, आग्नीपाडा , एस जी मार्ग, मुंबई ४०००११., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400011 पॅन नं:-AAMP4354K 3): नाव:-मिर्झा इमाम बेग ताजमुल हुसैन - - वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ३०४, आकाश, आग्नीपाडा , एस जी मार्ग, मुंबई ४०००११., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400011 पॅन नं:-AANPM5995M
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मे/- जेकीन रेसीडेंसी चे मालक मुकेश बी शाह . पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: २०२, विक्टरी पार्क, रोशन नगर, बोरीवली, (प) मुंबई ४०००१२., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400092 पॅन नं:-AHEPS7156C
(9) दस्तऐवज करून दिल्याचा दिनांक	28/08/2012
(10)दस्त नोंदणी केल्याचा दिनांक	04/09/2012
(11)अनुक्रमांक,खंड व पृष्ठ	7698/2012
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	906850
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	
मुल्यांकनासाठी विचारात घेतलेला तपशील:-	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



बंदर - १		
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२०२२		

the Owners in respect of the constructed residential area of 5700 sq. ft. (saleable) between first floor to third floor in the new building to be constructed on the said property in lieu of existing 6000 sq. feet area plus three stilt car parking on ground floor, which is to be provided as further consideration by the Developer to the Owners;

- n) The Parties are desirous of recording the terms and conditions as mutually negotiated between them and agreed.

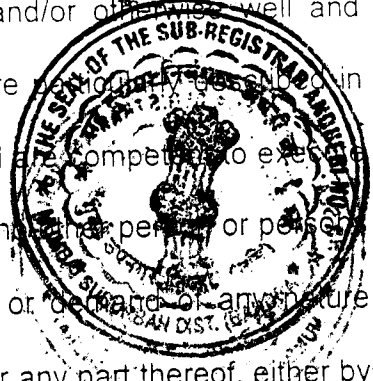
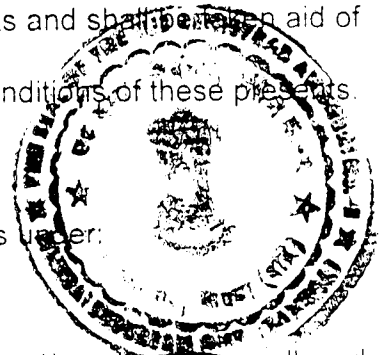
NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. The recitals shall form integral part of these presents and shall be taken in aid of for the purpose of interpretation of any of the terms and conditions of these presents.

2. The Owners have represented to the Developers as under:

a. That they are absolutely and exclusively and/or of the full well and sufficiently entitled to the said property more particularly as mentioned in the Second Schedule hereunder written and are competent to execute these presents and save and except them, no other person or persons have any right, title and interest or claim or demand of any nature whatsoever into or upon the said property or any part thereof, either by way of sale, exchange, lien, gift, trust, inheritance, lease, easement or otherwise whatsoever and howsoever;

b. That they have so far not sold, transferred, alienated, mortgaged, charged or given or let or sublet or created any third party rights of any whatsoever nature in respect of the said property, ~~किसी भी~~ the rights was created in favour of the M/S. JUHI DEVELOPERS under the



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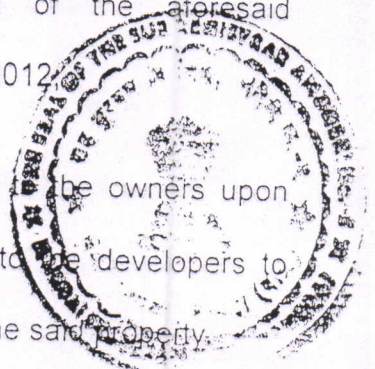
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(c) M.C.G.M. or B.M.C. means Municipal Corporation for Greater Mumbai;

4. The total consideration payable to the Owners and the Confirming Parties by the Developer shall be Rs.90,00,000 /- (Rupees Ninety lacs only) which shall be payable by the Developer to the Owners and the Confirming Parties in the manner following:

- (i) An amount of Rs. 90,00,000 /- payable to the Owners on or before execution of these presents, which has already been paid by the Developer to the Owners upon execution of the aforesaid Memorandum of Understanding dated 29th June 2012.
- (ii) An amount of Rs. _____ /- shall be paid to the owners upon execution hereof and grant authority & license to the developers to enter upon the said Property for development of the said property.



6. It is agreed and understood that over and above the aforesaid monetary consideration set out in clause 5 (i) above, the Developer shall handover constructed residential area measuring 5700 sq. ft. (saleable) between first floor to third floor to be newly building to be constructed on the said property in lieu of existing 6000 sq. ft. area free of cost and on ownership basis, plus allot & provide three stilt car parking on ground floor, which is to be provided as further consideration to the Developer to the Owners, in the building to be constructed on the said Property in pursuance of these presents. Such residential constructed area shall be, as far as possible, be provided on the first and third floor of the proposed building which shall be properly demarked on the sanction plan/typical floor plan on getting the Commencement certificate. The developers shall make, prepare, execute separate agreement for the above said allotment of residential constructed



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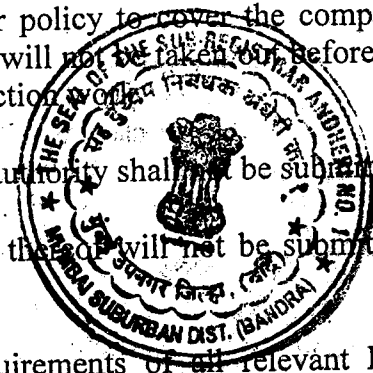
(Handwritten signatures and initials)

1 FEB 2016

Ex. Engineer Bldg. Proposal (W.S.)
H and K - Wards

CHE/WS/ 1126/K/337 (NEW) Municipal Office, R. K. Patkar Marg,
Bandra (West), Mumbai - 400 050.

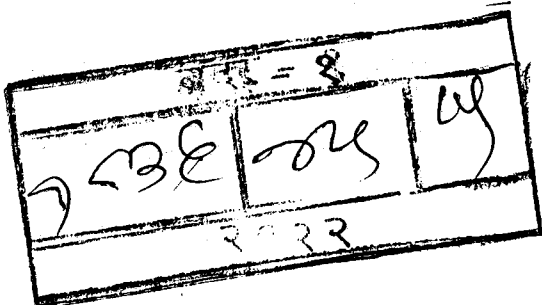
- 7) That the Indemnity Bond indemnifying the Corporation for damages, wrecks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 8) That the requirements of N.O.C. of (i) Reliance Energy /Tata Power, [ii] S.G. [iii] P.C.O., [iv] A.A. & C.[K/East Ward], [v] S.P. [vi] S.W.D., [vii]M.T.N.L., [viii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 9) That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 10) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/East Ward] shall not be submitted before applying for C.C.
- 11) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 12) That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 13) That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 14) 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 the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- 15) That the Janata Insurance Policy in the name of site or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction.
- 16) That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 17) That the soil investigation will not be done and report thereon will not be submitted with structural design.
- 18) That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 19) That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 20) That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.



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CHE/WS/ 1126/K/337 (NEW)

- 21) That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 22) That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 23) That the registered undertaking for not misusing the part / pocket terraces / A.H.U.s. and area claimed free of F.S.I. will not be submitted.
- 24) That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted.
- 25) That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 26) That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.
- 27) That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37[2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-24/2007/UD-11 dt.6/6/2007 shall not be submitted.
- 28) That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O.[K/East Ward].
- 29) That the RUT shall not be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. Indemnity Bond MCGM and its employees from any legal complications arising due to MOFA, will be submitted.
- 30) That the debris removal deposit of Rs. 45,000/- or Rs. 2/- per sq.ft. of the built up area, whichever is less will not be paid before further C.C.
- 31) That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with.
- 32) That the N.O.C. from Collector – M.S.D. for excavation of land shall not be submitted.
- 33) That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- 34) The developer shall not submit the registered undertaking agreeing to comply with & follow all the rules, regulations, circulars, directives related to the safety of construction labors/workers, issued time to time by the department of building & other construction labours, Government of Maharashtra.



1 FEB 2016

CHE/WS/1126/K/337 (NEW)

Ex. Engineer Bldg. Proposal (W.S.)
H and K - Wards

Municipal Office, R. K. Patkar Marj
Bandra (West), Mumbai 400 050

- 35) That the developer will not intimate the prospective buyer regarding right of way and concessions availed for deficiency in open space parking spaces/maneuvering, deficient parking space, etc. as well as not objecting neighbourhood development with deficient open spaces etc. and the clause shall not be incorporated in sale agreement so as to make aware prospective buyer/ members about deficient open space/maneuvering spaces.
- 36) That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall not be submitted.
- 37) That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- 38) That the RUT shall not be submitted stating that the difference of payment for additional 33% FSI shall be paid and calculated as per the revision of rates by the Government from time to time as per the condition No.5 mentioned in Notification and circular before requesting for C.C.
- 39) That the RUT shall not be submitted regarding any adverse clarification received from Government of Maharashtra in respect of condition No.7 of Govt. notification No.TPB-4308 /776/CR-127/2008/UD-11 dtd. 10.4.2008 and new Govt. notification dtd. 24.10.2011 i.e. regarding consent of society / occupants regarding utilization of 0.33 FSI on prorata basis.
- 40) That the letter from owner stating that they will accept the refund of additional 33% FSI premium paid, without claiming any interest thereon, if the development proposal is not approved / rejected by M.C.G.M. shall not be submitted.
- 41) That the work shall not be carried out between sunrise and sunset.
- 42) 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.
- Ownership documents.
 - Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas mounted plans.
 - Copies of Soil Investigation Report.
 - RCC details and canvas mounted structural drawings.
 - Structural Stability Certificate from Lic. Structural Engineer.
 - Structural audit reports.
 - All details of repairs carried out in the buildings.
 - Supervision certificate issued by Lic. Site Supervisor.
 - Building Completion Certificate issued by Lic. Surveyor / Architect.
 - NOC and Completion Certificate issued by C.F.O.
 - Fire safety audit carried out as per the requirement of C.F.O.



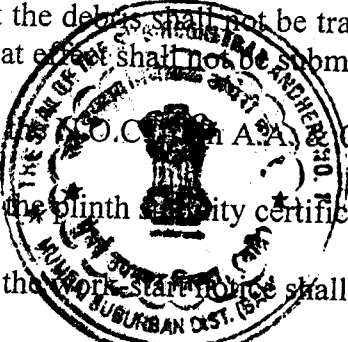
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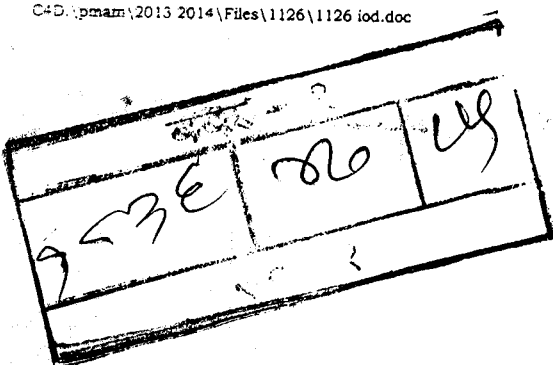
CHE/WS/ 1126/K/337 (NEW)

The above documents shall be handed over to the end user/prospective society within a period of 30 days incase of redevelopment of properties and in other cases, within 90 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/ prospective society shall carry out necessary repairs/structural audit/fire safety audit, etc. at regular intervals as per requirement of C.F.O. A copy of the sample agreement to be executed with the prospective buyers incorporating the above conditions shall not be submitted to this office.

- 43) That all the structural members below the ground shall not 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 shall not be taken and completion certificate to that effect shall not be submitted from the Licensed Structural Engineer.
- 44) That the R.U.T. shall not be submitted by the owner/developer for maintaining the noise levels as per the norms of Pollution Control Board.
- 45) That the R.U.T. shall not be submitted for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.

B. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.

- 1) That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth.
- 2) That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
- 3) That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
- 4) That N.O.C. from A.P.C. [K/East Ward] shall not be submitted.
- 5) That the plinth stability certificate from R.C.C. consultant shall not be submitted.
- 6) That the  shall not be submitted.
- 7) That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities / utilities for providing connection in this regard & advance connection [not commissioned] is taken as per the specifications.
- 8) That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.
- 9) That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.



Form 346 88

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

Ex. Engineer Bldg. Proposal (W.S.) H and K - Wards Municipal Office, R. K. Patkar Marg, Bandra (West), Mumbai - 400 050

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

- 7 FEB 2016

No. CHE/WS/1126/K/337 (NEW)

MEMORANDUM

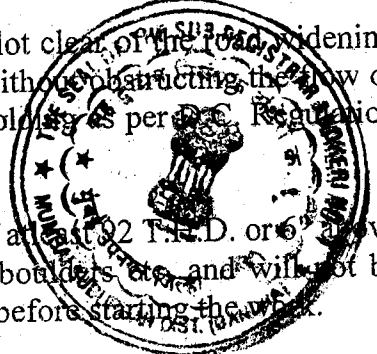
Municipal Office, Mumbai 20

Shri Mukesh B. Shah of M/s Jekin Residency Builders & Developers

With reference to your Notice, letter No. 5601 dated 12/11/2015.200 and delivered on200.... and the plans, Sections, Specifications and Description and further particulars and details of Proposed residential bldg. on plot bearing CTS No.123B of village Mogra at Parsi Panchyat Road, Andheri (E), Mumbai-69., furnished to me under your letter dated.....20..... I have to inform you that I cannot approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK / BEFORE PLINTH C.C.

- 1) That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2) That the compound wall is not constructed on all sides of the plot clear of the road, widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per C.C. Regulation No.38(27) before starting the work.
- 3) That the low lying plot will not be filled upto a reduced level of at least 0.2 T.R.D. or above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
- 4) That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix)) will not be submitted by him.
- 5) That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.
- 6) That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout approved by Ch.Eng.(S.P.). will not be submitted before C.C.



बंदर - १		
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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 the public street.
- () That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but ~~not otherwise~~ you will be at liberty to proceed with the said building or work at anytime before the 31 JAN 2017 day of 200 , but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time and force.

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

P.V. Sheth
1-2-2016
Executive Engineer, Building Proposals.
Zone K 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 Bye Law No.8, 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 centre 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. () meters 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 valued by 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 in respect of the fact that the valuation of the premises will be liable to be revised under Section 152 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 Service 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) (aaa) of the Bombay Municipal Corporation Act.
- (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.
- (8) Necessary permission for non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The non-agricultural assessment shall be paid at the site that may be fixed by the Collector under the Land Revenue Code and Rules thereunder.

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

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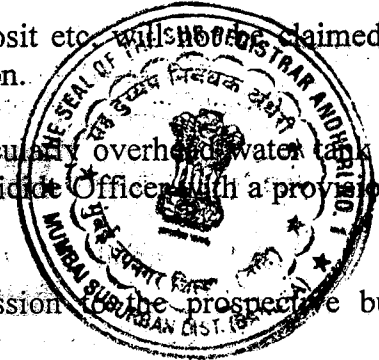
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CHE/WS/ 1126/K/337 (NEW)

Ex. Engineer Bldg. Proposal (W.S.)
H and K - Wards
Municipal Office, R. K. Patkar Marg
Bandra (West), Mumbai - 400 050

- 10) That the monthly status report shall not be submitted regularly.
- 11) That the Architect shall not verify and submit the reduced level of the completed work upto plinth/stilt level.

C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :-

- 1) That some of 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 dated 26.6.1978.
- 3) That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) 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 10' wide paved pathway upto staircase will not be provided.
- 5) That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 6) That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before O.C.C./B.C.C.
- 7) That the carriage entrance will not be provided before starting the work.
- 8) That the parking spaces will not be provided as per D.C.R. No.36.
- 9) That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 10) That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 11) That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 12) That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 13) That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room/space for telecom installations etc. required for providing telecom services shall not be provided.
- 14) That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.



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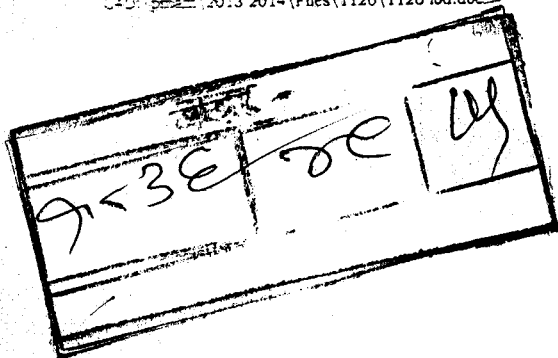
CHE/WS/ 1126/K/337 (NEW)

- 15) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 Sq.Mts. as per Govt. notification under Sec.37[2] of M.R.T.P. Act, 1966.
- 16) That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with.
- 17) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 18) That the Drainage Completion Certificate shall not be obtained from Ch.E.(S.P.) & shall not be submitted.
- 19) That the Lift Inspector's completion certificate shall not be submitted.
- 20) That the structural stability certificate shall not be submitted.
- 21) That the Site Supervisor's completion certificate shall not be submitted.
- 22) That the water proofing certificate shall not be submitted.
- 23) That the N.O.C. from A.A. & C. [K/East Ward] shall not be submitted.
- 24) That the final completion certificate from C.F.O. shall not be submitted.
- 25) That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 26) 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.
- 27) That the Architect shall not verify and submit the A.M.S.L. of the top of building/entire work.

D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. :-

1. That the certificate under Sec.270-A of the B.M.C. Act will not be obtained from H.E.'s department regarding adequacy of water supply.

P.V. Sheth
1-2-2016
Ex. Engr. Bldg. Prop. (W.S.) K Ward
Brihan Mumbai Mahanagar Palika



- 1 FEB 2016

CHE/WS/ 1126/K/337 (NEW)

NOTES 3

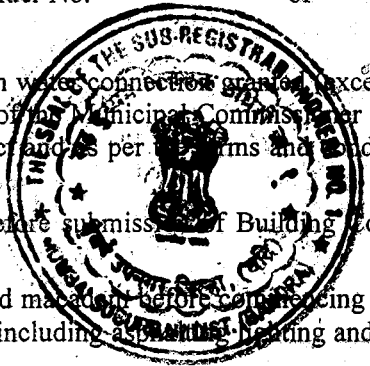
Ex. Engineer Bldg. Proposal (W.S.)

H and K - Wards

Municipal Office, R. K. Patkar Marg

Bandra (West), Mumbai - 400 050

- (1) The work should not be started unless objections from ^A to ⁴⁴⁴ are completed.
- (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 constructional purposes, 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 a 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 and 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 utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume the 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 and dimensions.
- (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 avoid the excavation of the road an footpath.
- (12) All the terms and conditions 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 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 a drainage 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 broken glass pieces at the rate of 125 cubic meters per 10 sq.mts. 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 structure proposed to be demolished are demolished.



वर्द - १		
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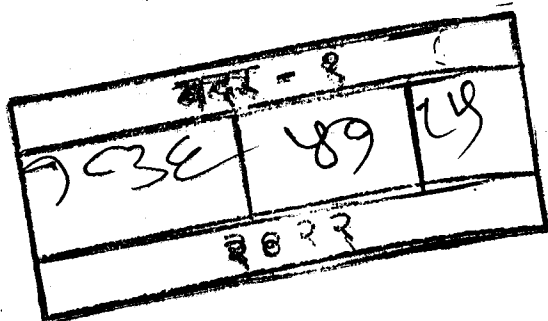
CHE/WS/ 1126/K/337 (NEW)

- (20) This intimation of Disapproval is given exclusively for the purpose of enabling you to proceed 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 of your proceeding with the work either without an intimation about commencing the work under Section 347(1)(aa) for 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 by negotiations with the tenants, 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 starting their number and the area 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 construction has to be duly approved by this office before 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 before 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 hand storage work above the finished level of the terrace shall not be more than 1 mt.
- (25) The work should not be started above first floor level unless the No Objection Certificate from Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) 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 must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pound, 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 covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbert pressed with screw or dome shape piece (like garden marri rose) with copper pipes with perforations 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 an its level should be marked concrete block.
- (31) No broken boffles 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) Louvers should be provided as required Bye-law No.5(b).
(b) Lintels of Arches should be provided over Door and Window 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 at your own risk.

COPY TO - ARCHITECT OWNED

C:\D:\pmam\2013 2014\Files\1126\1126 iod.doc

R.V. Sheth
1-2-2016
Executive Engineer, Building Proposal
Zones k Ward.



CNO (WS/1126/K/337 00)

OWNER'S COPY

Valid up to 10/4/2017

CHE/WS/1126 K/337(NEW) of

Further C. C. is now extended to top of 7th floor (seventh floor) C/C
23.95 meters A.G.L. LMR+OHT C/C is at present three point ninety five
for/upto meters A.G.L. + LMR + eight + OHT is total height 27.85 m

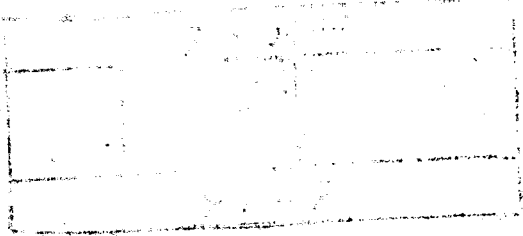
P.V. Sweth

22-9-2016

A.E.B.P. (WS) K/o Ward

(total height including down
point eighty five meters) as
per last approval plan dated

11.4.2016.



MUNICIPAL CORPORATION OF GREATER MUMBAI

No: ~~0E/~~ /WS/AK dt
CHE/WS/1126 /K/337[New] dt.

22 SEP 2016

A.E.W.W.[K/E/W]
A.E.[B&F] K/E/W

Subject :-

Proposed ~~res. bldg~~ on ~~cn no. 123 B,~~
~~Parse. Panchayat rd, Vill. uagan at~~
~~Andhr. Co) in K/1000 area.~~

COPY FORWARDED TO WARD
THROUGH ~~before 22/9/16~~

PLAN CLERK H.C.B.P.(W.S.) I

First Commencement Certificate in the above case was issued
on 11/4/2016 up to ~~plinth c.c (ie ht. D. 15m A.G.L) (ht. zero~~
~~point fifteen meters above ground level) as per approval plan~~
~~dt. 01.02.2016~~

EEBP (WS) K/E WARD
B
10
10

Further C.C. is now extended with ~~top of 7th floor (seventh floor) (ie~~
~~29.95 meters A.G.L) LMR+OHT (ie ht. twenty three point ninety five~~
~~meters A.G.L) + LMR+OHT ie total height 27.85 m (total height~~
~~twenty seven point eighty five meters) as per last approval plan~~
~~dated 11.4.2016.~~

C.C. of
Pg. 577

COLOUR XEROX

SEPPKOE
22-9-2016



P. Sheth
9-2016
S) K/Ward
OK

बदर - १		
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0 000

Mrs. Sadhana A. Patil
B.Sc. LL. B.
Advocate High Court

Mobile 98209 80181
Res. 022 2564 9938

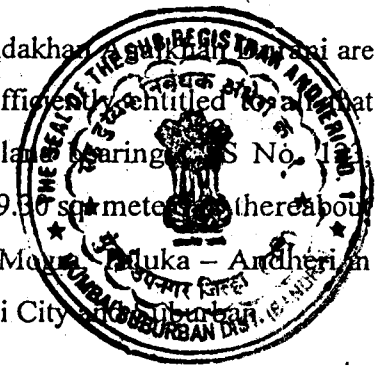
Res. L-6/605, Lok Kedar, J.S.D.Road, Mulund W, Mumbai-80
Off. A-2/17, Lok Kailash, J.S.D.Road, Mulund W, Mumbai-80

Date:- 25/06/2012

TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have investigated the title of (1) MIRZA SHAHABUDDIN BAIG TAJMUL HUSIAN, (2) MIRZA GAYASUDDIN BAIG TAJMUL HUSIAN AND (3) MIRZA IMAM BAIG TAJMUL HUSIAN r/at "Flat No. 304, Akash Apartment, 3rd Floor, S. G. Marg, Agripada, Mumbai - 400 011 for the piece and parcel of land bearing CTS No. 123, Survey No. 53, Hissa No. 3, an area admeasuring 535 sq. meters or thereabout situate lying and being at Village - Mogra, Taluka - Andheri in the Registration District and Sub - District of Mumbai City and Suburban and more particularly described in the Schedule hereunder written, belongings to the said Owners.

- a. Shree Mahom Shah Sayyad Alishah and Shree Payandakhan Mirza are seized and possessed of and otherwise well and sufficiently entitled to a that piece or parcel of free hold land or ground being land bearing CTS No. 123, Survey No. 53, Hissa No. 3, admeasuring an area 2949.30 sq. meters or thereabout (large property) situate lying and being at Village - Mogra, Taluka - Andheri in the Registration District and Sub - District of Mumbai City and Suburban.
- b. By virtue of registered Indenture of Conveyance dated 13th October, 1996, registered under serial no. BND-2300-1966 with the Sub- Registrar Bandra, the name of the Mrs. Sugra Begum Tajmul Husein Mirza was mutated, recorded and entered in Property Register Card bearing CTS No. 123 in respect of the said



बंदर - - २		
१८३६	५४	५५
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property i.e. for an area admeasuring 535 sq. meters and also recorded the right to use of the passage connecting to said property of land through the CTS No. 123 (Large property).

- c. The said Smt. Sugra Begum Tajmul Husein Mirza died on 02/06/1996 and her husband-Mr. Tajmul Husein Mirza died on 18/08/1996 leaving behind them their three sons namely (1) MIRZA SHABUDDIN BAIG TAJMUL HUSIAN, (2) MIRZA GAYASUDDIN BAIG TAJMUL HUSIAN AND (3) MIRZA IMAM BAIG TAJMUL HUSIAN as their only legal heirs and their name mutated, recorded and entered in as owners for the said property.

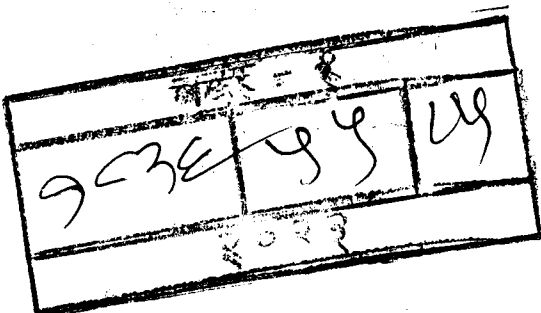
Subject to what is stated hereinabove, in my opinion, the title of the said Owners to the said portion is clear and marketable and free from all encumbrances and M/s Juh Developers are entitled to carry out and complete the development of the said property.

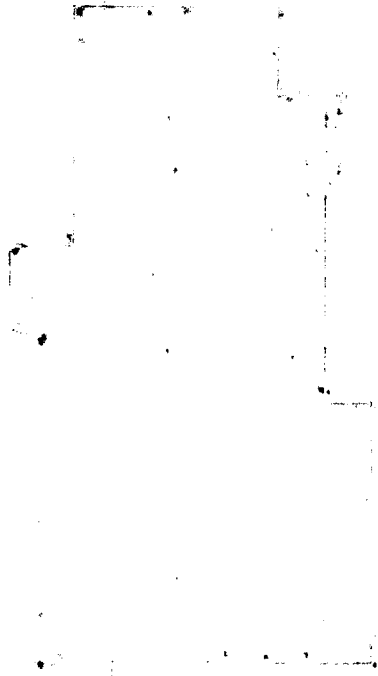
Schedule

All that place or parcel of free hold land or ground being land bearing CTS No. 123, Survey No. 53, Hissa No. 3, an area admeasuring 535 sq. meters or thereabout situate lying and being at Village - Mogra, Taluka - Andheri in the Registration District and Sub - District of Mumbai City and Suburban together with right of way use of the passage connecting to said property of land through the Large property.



S. A. Patil
(Mrs. Sadhana A. Patil)
Advocate





Reflects your Lifestyle

Jekin Residency is an address that echoes prestige and power you will love to ~~ch~~home. A reward for accomplishment for an achiever none other than you. The project being built to a design that aims to balance the demands of comfort and luxury; Undoubtedly with hallmarks of superior construction uncompromising quality and punctual delivery schedules.

Amenities

Living, Dining and Bed Rooms

Vitrified tiles flooring in all rooms with matching skirting / Decorative Mirror of solid flush make with hardware fittings, double locking system / Heavy section anodized aluminium sliding window with ~~red~~ glass and granite frame.

Kitchen

Granite kitchen platform with a stainless steel sink, Provision for exhaust fan / Designer Ceramic tiles.

Toilets

Designer Ceramic tiles in all bathrooms, W.C, toilets / Good quality fittings, sanitary fittings / concealed C.P.V.C. and U.P.V.C. plumbing with ~~sub~~ *Jaguar* / ~~sona~~ accessory fittings / ~~water~~ proofing treatment in bathroom.

Electricals

Distribution board with MCB and ELCB / Telephone, Cable TV Points in Living Room and Bedroom / Finolex/Polycab fire proof copper wiring with Roma / Anchors with ~~Phase~~ *Phase* interconnection.



बंदर - १		
१८३६	५६	८५
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Common Features

Decorative entrance lobby / Earthquake resistance R.C.C. Design / Superior quality Apex Paint / Stilt for parking / Pollution free environment / Excellent quality lift / Anti Termite Treatment to common areas of building / Security CCTV Cameras for entrance lobby, surrounding compound / intercom Facility.

Salient Features

15 minutes walkable distance Bombay Cambridge High School □ 7 Minutes walkable distance from College □ 10 Minutes drive to Domestic & International Airport □ 10 Minutes walkable distance to Andheri Railway station □ 15 Minutes walkable distance to Mayapada Commercial Mall □ 10 Minutes walkable distance to Western Express Highway.



PAGE - 2		
53845	45	45



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: Jekin Residency, Plot Bearing / CTS / Survey / Final Plot No.: 123/B at Andheri, Andheri, Mumbai Suburban, 400069* registered with the regulatory authority vide project registration certificate bearing No **P51800012506** of

1. Mr./Ms. **Mukesh Babulal Shah** son/daughter of Mr./Ms. **BABULAL KEWJA SHAH** *Ehsil: Borivali, District: Mumbai Suburban, Pin: 400092*, situated in State of Maharashtra.

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.

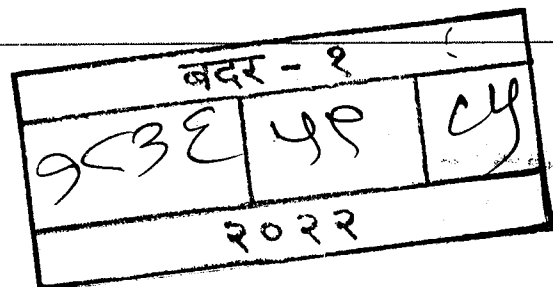
- The registration shall be valid up to **09/04/2022** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under.
- That 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.



Dated: **09/09/2021**

Place: **Mumbai**

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)
Date: 09/09/2021 17:25:45
Maharashtra Real Estate Regulatory Authority





बंदर - १		
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मालमत्ता पत्रक

गावा/मोजे -- **मोगरा**

तालुका/न.भू.मा.का. -- **न.भू.अ.अंधेरी**

जिल्हा -- **मुंबई उपनगर जिल्हा**

भूमापन शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची निवत वेळ)

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क

स्थाधिकार

हाचा मुळ धारक

र

भार

शेरे

क्र	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकन
०८/१०/२०१३	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे काडील क्र.सी/कार्या-३क्र/ पोवि/एसआर १६१७ दिनांक १६/४/२०१२ शुध्द पत्रीका क्रसी/कार्या-३क्र /पोवि/एस आर-१६१७दि.१३/०९/२०१३ व इकडील कार्यालयाकडील आदेश क्र न.भू.अ. अंधेरी /न.भू.मोगरा/सत्ताप्रकार /२०१३ दि.८/१०/२०१३ अन्वये न.भू.क्र १२३ब चे क्षेत्र ५०९.० चौ.मी क्षेत्रची नविन मिळकत पत्रिका उघडली व सत्ताप्रकार "क" नमुद करुन मुळमिळकत पत्रीकेवरील दि.१२/१२/२००५ चे नोंदीप्रमाणे धारक सदरी नांवे दाखल केली.		H धारक १) मिर्झा शहाबुद्दीन बेग ताजमुल हुसेन २) मिर्झा गयासुद्दीन बेग ताजमुल हुसेन ३) मिर्झा इमाम बेग ताजमुल हुसेन	फेरफार क्र.४८७ प्रमाणे सही - ८/१०/२०१३ न.भू.अ.अंधेरी

साणी करणारा -

खरी नक्कल -

न.भू.अ.अंधेरी

मुंबई उपनगर जिल्हा



खरी नक्कल

अर्ज क्रमांक..... ८८८८.....	एकूण नोंदी..... २.....
अर्ज स्वीकारल्याची तारीख: १०/१०/१९	नक्कल शुल्क:..... ४५५.....
नक्कल तयार केल्याची तारीख: १०/१०/१९	वागद शुल्क:..... २५५.....
नक्कल दिल्याची तारीख:..... १५/१०/१९.....	एकूण शुल्क:..... ७१०.....
नक्कल तयार करणार:..... १९/१०/१९.....	
नक्कल तपासणी करणार:..... १९/१०/१९.....	

CERTIFIED TRUE COPY


B. D. THAKUR
ARCHITECT

प्रमुख लिपिक
नगर भूमापन अधिकारी अंधेरी

नगर भूमापन अधिकारी
अंधेरी.

बदर - १		
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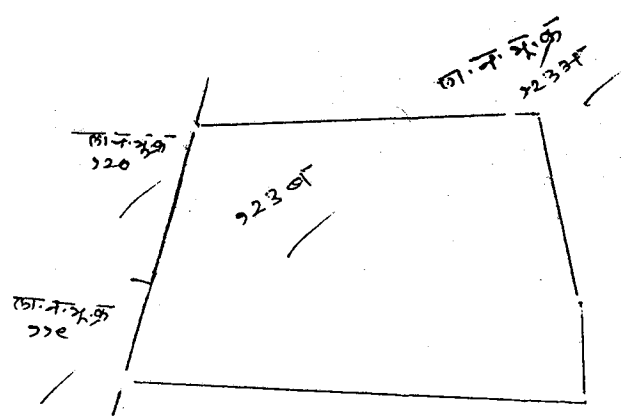
अर्ज क्र. ९९८

"बदरची नक्काद मूळ नगर भूमापन वेळी जगाची परिस्थिती दर्शविते जुनवैलोकनाचे वेळी घालोकर आणखून आलेली स्थिती दर्शविते."

"नक्काद मूळ नगर भूमापन वेळी/जगाची नक्काद/जुनवैलोकन नक्काद चढव देणेत आलेली आहे."

"नक्काद मूळ नगर भूमापन वेळी/जगाची नक्काद दर्शविते जुनवैलोकन नक्काद चढव देणेत आलेली आहे."

अर्जदार: ~~डी. डी. डी. ठाकरे~~
 दांचा दि. २२/०१/२०२३ चे अर्जांमध्ये मौजे..मोगदा
 ता. अंधेरी वेधिल पुनर्विलोकन आलेख क्र. २०/२९
 माधिल सिसम. १२३ ना.
 ची नक्कादची कारण पुस्तती तयार केलेली नक्काद.



दिप:- मोहर नं ३६५/२०२२ दि. ११/०१/२२
 अन्वये

अर्ज क्रमांक..... ९९८	एकूण नोंदी.....
अर्ज स्वीकारण्याची तारीख.. २२/०१/२३	नक्काद शुल्क: ५०/-
नक्काद तयार देणेची तारीख.. १५/०१/२३	कागद शुल्क: ५/-
नक्काद दिलेची तारीख: १५/०१/२३	एकूण शुल्क: ५५/-
नक्काद तयार करणार: <i>[Signature]</i>	
नक्काद तपासणी करणार: <i>[Signature]</i>	



प्रमुख लिपिक
 नगर भूमापन अधिकारी अंधेरी

बदर नक्काद
 नगर भूमापन अधिकारी
 अंधेरी.

SCALE
 1:500

CERTIFIED TRUE COPY

[Signature]
 B. D. THAKUR
 ARCHITECT

बदर - १		
१८३९	९२	<i>[Signature]</i>
२०२२		



ANJALI
TUSHAR
ASWALE

Digitally signed by
ANJALI TUSHAR
ASWALE
Date: 2021.10.14
17:36:11 +0530

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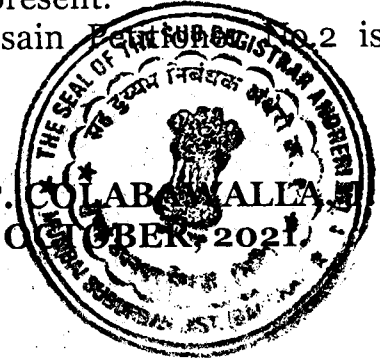
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION PETITION (L) NO.23218 OF
2021

Mirza Shahabuddin Baig Tajmul Husain & Ors. ...Petitioners
V/S
Mukesh B. Shah,
Sole Proprietor of M/s. Jekin Residency ...Respondent

Mr. Mayur Khandeparkar a/w Mr. Vikramjit Garewal, Ms. Nidhi
Jasani & Ms. Tanisha Choudhary i/by M/s. I. C. Legal for Petitioners.
Mr. Uzair Z. Kazi a/w Ms. Monika Parikh i/by M/s. YMK Legal for
Respondent.
Mr. Noman Mirza, son of Petitioner No.1 is present.
Mr. Mirza Gaysuddin Baig, Tajmul Hussain Petitioner No.2 is
present.

CORAM : B. P. COLABALIA
DATED : 13th OCTOBER, 2021



P.C.

1. The learned advocate appearing on behalf of the Respondent states that they shall file their Vakalatnama on behalf of the Respondent within a period of one week from today. The said statement is accepted as an undertaking given to the Court.

बदर - १		
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Tauseef

1 of 5

2. When this matter is called out, the parties have informed the Court that the disputes between the Petitioners and the Respondent are settled as recorded in the 'Consent Terms' dated 13th October 2021. Under these 'Consent Terms', the Respondent has agreed and undertaken to execute and register the Permanent Alternate Accommodation Agreements (for short 'PAAA') with the Petitioners with respect to eight flats as more particularly set out in the 'Consent Terms'. Three stilt car parking spaces are also to be allotted to the Petitioner and which is in addition to the aforesaid eight flats. The 'Consent Terms' further record that the Respondent undertakes to obtain the Occupation Certificate of the building known

as Jekin Residency and handover possession of Flat Nos.104, 201, 202, 303, 304 and 401 along with three stilt car parkings bearing Nos. P4, P7, and P9 to the Petitioners by 31st January 2022.



This is subject to the BMC issuing the Occupation Certificate, failing which the Respondent shall be liable to pay Rs.1,00,000/- per month as compensation to the Petitioners till the date of receipt of the O.C.

The Respondent has further agreed and undertaken to pay all charges, statutory dues, taxes including but not limited to stamp duty, registration charges, GST, etc. in relation to the execution of the

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PAAA. It is also agreed between the parties that once the Petitioners are put in possession after receipt of O.C., the Petitioners shall be liable to pay maintenance charges, property charges, electricity charges, water charges, etc., being approximately Rs.80,000/-, for use and occupation of each of the said eight flats. A plan of the car parking is also annexed to the 'Consent Terms' and the car parking allotted to the Petitioners have been tick marked in the said plan.

3. These 'Consent Terms' have been signed by Petitioner Nos.1, 2 and 3. Petitioner No.2 is present in Court today. He has stated that he has read and understood the 'Consent Terms' as the implications thereof and thereafter put his signature thereon. As far as Petitioner Nos.1 and 3 are concerned, they are present before the Court today. I am informed that Petitioner No.1 is a dialysis patient and Petitioner No.3 is disabled. It is for this reason that these Petitioners are not present today. However, the son of Petitioner No.1 is present in Court today. He has stated before the Court that the 'Consent Terms' have been signed by Petitioner Nos.1 and 3 in his presence and after reading and understanding the same as well as the implications thereof.



बदर - १		
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4. The 'Consent Terms' have also been signed by the Respondent. The Respondent is not present in Court today, as one of the relatives of the Respondent is unwell and to look after that relative, the Respondent was required to be present with the said relative. However, the learned advocate appearing on behalf of the Respondent has stated that the Respondent has signed the aforesaid 'Consent Terms' in the presence of the advocate-on-record and after reading and understanding the same as well as the implications thereof.

5. The 'Consent Terms' are also signed by the learned advocate for the Petitioners and the learned advocate for the Respondent.



Being satisfied that all parties have signed the 'Consent Terms' of their own free volition and after reading and understanding the same, the 'Consent Terms' dated 13th October 2021 are taken on record and marked 'X' for identification. The undertakings taken in the 'Consent Terms' are accepted as undertakings given to the Court. There shall be an order in terms of the 'Consent Terms'.

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7. The parties have agreed before me that these 'Consent Terms' now settle all disputes between the Petitioners and Respondent, and therefore, there is no requirement to go for arbitration. It is accordingly so ordered.

8. For the sake of convenience, a scanned copy of the 'Consent Terms' are also appended to this order and shall form a part of and be read alongwith this order.

9. The above Section 9 Petition is disposed of in the aforesaid terms. However, there shall be no order as to costs.

10. All parties to act on an authenticated copy of this order digitally signed by the Personal Assistant /Private Secretary/Associate of this Court.



(B. P. COLABAWALLA, J.)

बदर - १		
१३६	६०	५
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2.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION PETITION (L) NO. 23218 OF 2021

Mirza Shahabuddin Baig Tajmul Husain & Ors.

...Petitioners

Versus

Mukesh B. Shah, Sole Proprietor of M/s. Jekin Residency

...Respondent

CONSENT TERMS

1. The Respondent agrees and undertakes to execute and register Permanent Alternate Accommodation Agreements ("PAAA") with the Petitioners with respect to the Flats referred to the chart below and three stilt car parking bearing Nos P4, P7 and P9 in the building known as "Jekin Residency" situated on piece and parcel of land bearing CTS No. 123, Survey No. 53, Hissa No. 3. or thereabout situate lying and being at Village - Mogra, Taluka-Andheri in the Registration District and sub-district of Mumbai Suburban, within a period of 6 weeks from today:

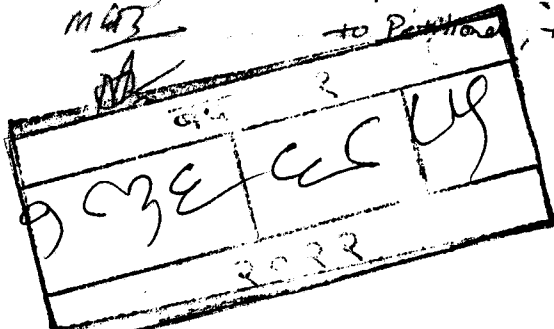
Handwritten signatures and initials: M.B. Shah, M.B. Shah, M.B. Shah



Flat No.	Floor	Carpet Area of the Flat in Square Feet (RERA Carpet)	Saleable carpet Area of the Flat in Square Feet (as per the Respondent)
104	1st	445.09	712.15
201	2nd	447.35	715.81
204	2nd	445.09	712.15
301	3rd	447.35	715.81
302	3rd	456.50	730.44
303	3rd	590.19	944.33
304	3rd	445.09	712.15
401	4th	447.35	715.81
Total Carpet Area		3,723.98	5958.65

2. The Respondent undertakes to obtain the Occupation Certificate ("OC") with respect to building known as "Jekin Residency" and handover possession of the Flat Nos. 104, 201, 204, 301, 302, 303, 304 and 401 along with three stilt car parking bearing Nos P4, P7 and P9 ("said 8 flats and 3 stilt car parking") to the Petitioners, by 31st January 2022, subject to BMC, bailing which Respondent shall be liable to pay Rs. 1,00,000/- per month compensation to Petitioners till the date of receipt of O.C.

Handwritten signatures and initials: M.B. Shah, M.B. Shah, M.B. Shah



B

3. The Respondent agrees and undertakes to pay all charges, statutory dues, taxes including but ^{not} limited to stamp duty, registration charges, GST etc. in relation to execution of the PAAA.
4. After the Petitioners are put in possession of the said 8 flats and 3 stilt car parking upon receipt of OC, the Petitioners shall be liable to pay the charges such as maintenance charges, property charges, electricity charges, water charges, etc. being approximately Rs. ~~80,000/-~~ ^{Eighty} (Rupees ~~One Lakh and Twenty~~ Thousand) for use and occupation of each of the said 8 flats as sought by the Respondent for the period of 12 months or till the society is formed. *Success is certain.*
5. Upon execution and registration of the PAAAs with respect to the said 8 flats and 3 stilt car parking, and other than payments mentioned hereinabove, neither party shall have any claim against each other.
6. The Arbitration petition is disposed of in the aforesaid terms.

MAB
MAB
MAB

MAB
MAB

Car parking plan attached.

Dated this 13th day of October, 2021

Petitioner No.1

[Signature]

Petitioner No.2

[Signature]

Petitioner No.3

[Signature]

[Signature]
Respondent



Advocates for the Petitioners

[Signature]

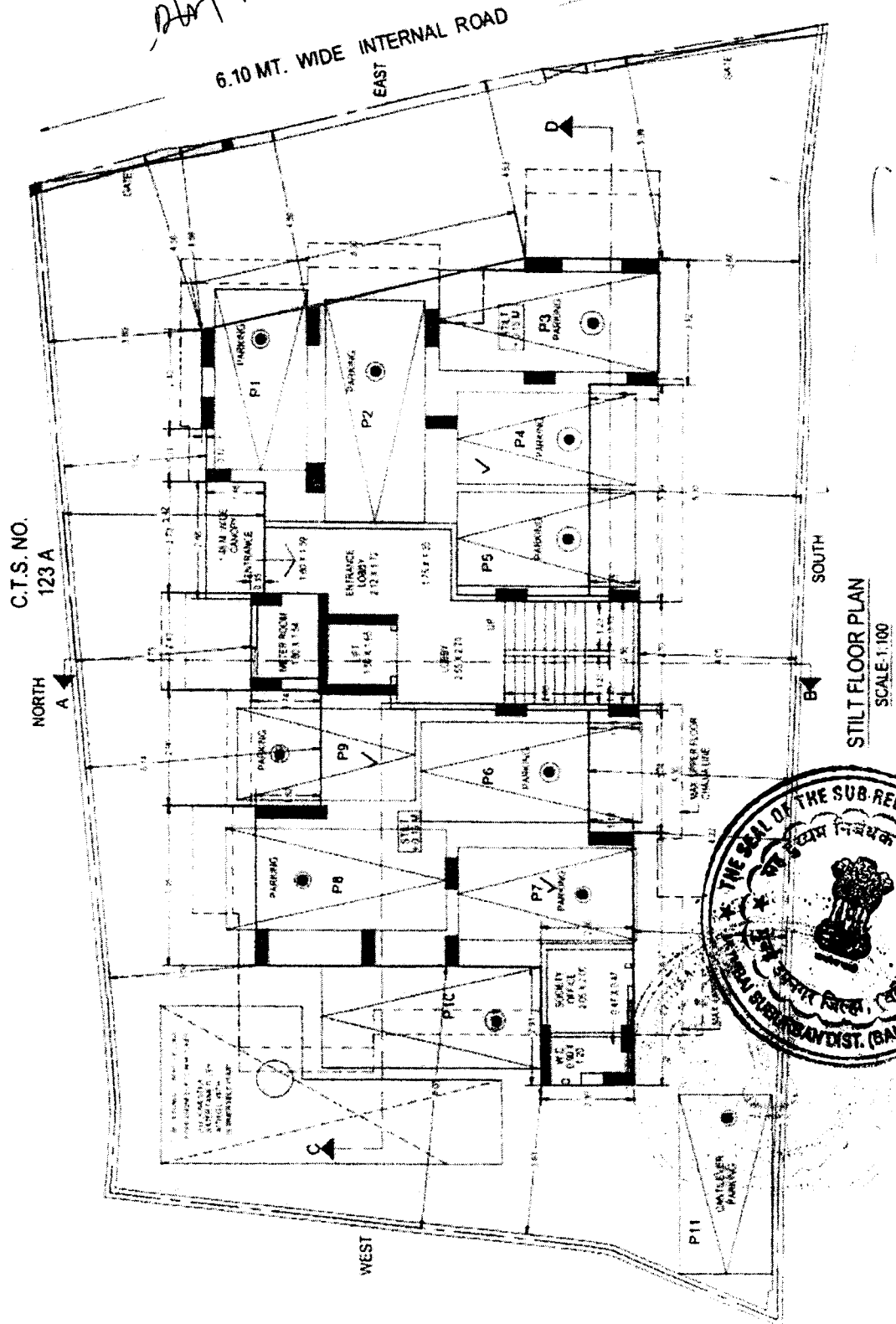
[Signature]
Advocates for the Respondent

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1200/13/2022
 Mr. [Signature]
 [Signature]



बंदर - १		
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953E	102	49
2022		

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AAEPM1807H



नाम / NAME

SHABUDDHHIN TAJAMULLA MIRZA

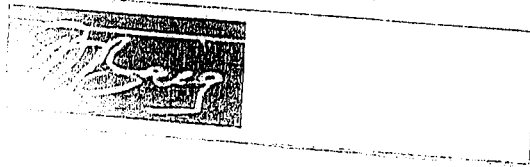
पिता का नाम / FATHER'S NAME

TAJAMULLA BAIG MIRZA

जन्म तिथि / DATE OF BIRTH

14-10-1952

हस्ताक्षर / SIGNATURE



Handwritten signature

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

IMAM BAIG MIRZA

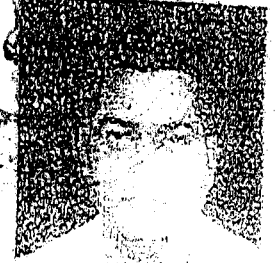
TAJAMULLA MIRZA

24/02/1970

Permanent Account Number

AANPM5995M

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MIRZA GAYASUDDIN BAIG

TAJAMULLA HUSSAIN MIRZA

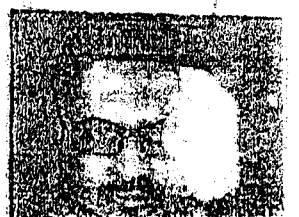
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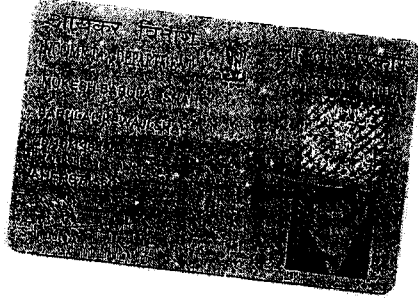
Permanent Account Number

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भारत सरकार
Unique Identification Authority of India

नोंदविण्याचा क्रमांक / Enrollment No 1218/61046/52539

To,
हितेश कांतीलाल महेता
Hitesh Kantilal Mehta
A-1, Hare Krishna Apartment
Sarojini Naidu Road
Near Bhurabhai Arogya Bhuvan
Mumbai
Kandivali West Mumbai Mumbai
Maharashtra 400067
9821412563

Ref: 10 / 26H / 19019 / 19950 / P



SH188288613FT



आपला आधार क्रमांक / Your Aadhaar

5874 4737 8397

आधार - सामान्य माणसाचा अधिकार



हितेश कांतीलाल महेता
Hitesh Kantilal Mehta
जन्म वर्ष / Year of Birth : 1973
पुरुष / Male



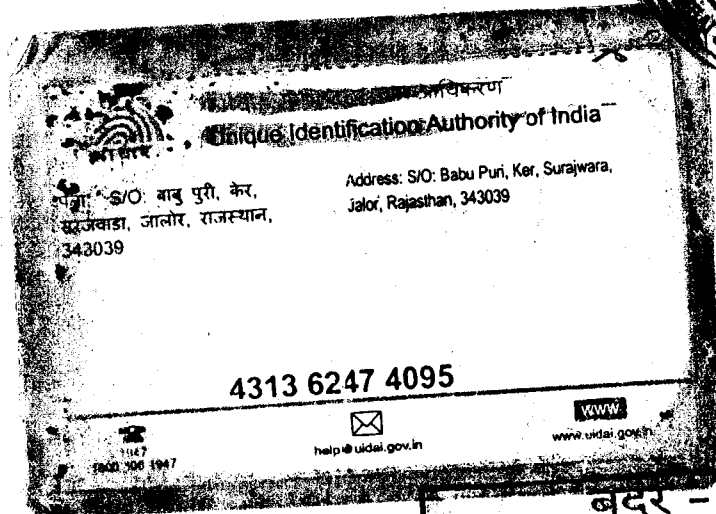
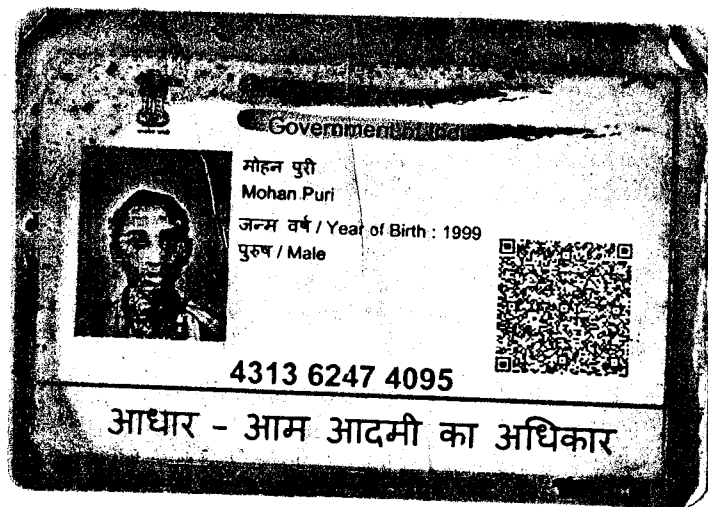
5874 4737 8397

आधार - सामान्य माणसाचा अधिकार

बंदर - १		
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बंदर - ३		
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बदर - १		
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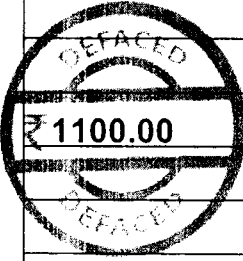


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CHALLAN
MTR Form Number-6



GRN	MH012662637202122E	BARCODE		Date	04/02/2022-11:43:51	Form ID	25.1
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)			
				PAN No.(If Applicable)			
Office Name	BDR16__JT SUB REGISTRAR ANDHERI 5			Full Name	MIRZA SHAHABUDDIN BAIG TAJAMMULLA HUSAIN		
Location	MUMBAI			Flat/Block No.	FLAT NO 104, FIRST FLOOR		
Year	2021-2022 One Time			Premises/Building			
Account Head Details		Amount In Rs.		Road/Street	JEKIN RESIDENCY, PARS PANCHAYAT ROAD		
0030045501 Stamp Duty		100.00		Area/Locality	ANDHERI EAST MUMBAI		
0030063301 Registration Fee		1000.00		Town/City/District			
				PIN	4 0 0 0 6 9		
				Remarks (If Any)	SecondPartyName=JEKIN RESIDENCY		
				Amount In	One Thousand One Hundred Rupees Only		
				Words			
Total			1,100.00				
Payment Details	BANK OF BARODA			FOR USE IN RECEIVING			
Cheque-DD Details				Bank CIN	Ref. No.	02003942022020400375	1272666949
Cheque/DD No.				Bank Date	RBI Date	04/02/2022-11:43:51	05/02/2022
Name of Bank				Bank-Branch	BANK OF BARODA		
Name of Branch				Scroll No. , Date	1 , 05/02/2022		



Department ID :
 NOTE - This challan is valid document to be registered in Sub Registrar office only. Not valid for unregistered document.
 Mobile No. : 9223406113
 राज. नोंदणी कार्यालयाच्या दस्तऐवजाची जाणू आहे. नोंदणी न करता याच्या दस्तऐवजाची वापराची मान्यता नाही.

Signature Not Verified

Digitally signed by DS
 VIRTUAL TREASURY
 MUMBAI 03
 Date: 2022.02.08
 16:32:52 IST
 Reason: Secure Document
 Location: India

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Sr. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1	(IS)-322-1836	0006187041202122	08/02/2022-15:05:40	IGR160	100.00

GRN : MH012662637202122E Amount : 1,100.00

Bank : BANK OF BARODA

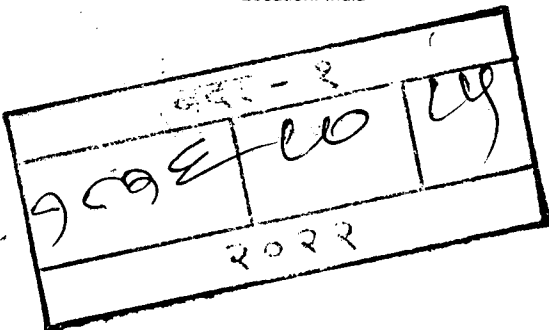
Date : 04/02/2022-11:43:51

2	(IS)-322-1836	0006187041202122	08/02/2022-15:05:46	IGR186	1000.00
Total Defacement Amount					1,100.00



Signature Not
Verified

Digitally signed by DS
VIRTUAL TREASURY
MUMBAI 03
Date: 2022.02.08
16:32:52 IST
Reason: Secure
Document
Location: India





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

Receipt of Document Handling Charges

PRN 0802202208450

Receipt Date 08/02/2022

Received from Agreement, Mobile number 9223406113, an amount of Rs.1700/-, towards Document Handling Charges for the Document to be registered on Document No. 1836 dated 08/02/2022 at the Sub Registrar office Joint S.R. Andheri 1 of the District Mumbai Sub-urban District.

DEFACED

₹ 1700

DEFACED

Payment Details

Bank Name SBIN

Payment Date 08/02/2022

Bank CIN 10004152022020807575

REF No. 203913313777

Deface No 0802202208450D

Deface Date 08/02/2022

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



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जदर - १		
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322/1836

मंगळवार, 08 फेब्रुवारी 2022 3:06 म.नं.

दस्त गोपवारा भाग-1

बदर 1

दस्त क्रमांक: 1836/2022

दस्त क्रमांक: बदर 1 /1836/2022

वाजार मूल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.100/-

नोंदणी फी माफी अमल्याम तपशिल :-

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

दु. नि. मह. दु. नि. बदर 1 यांचे कार्यालयान

पावनी:2074

पावनी दिनांक: 08/02/2022

अ. क्र. 1836 वर दि.08-02-2022

मादरीकरणारे नाव: मिरजा शाहबुद्दीन बेग ताजामुल्ला हुसैन

गेजी 3:04 म.नं. वा. हजर केला.

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 1700.00

पृष्ठांची संख्या: 85

एकूण: 2700.00

दस्त हजर करणाऱ्याची मही:

सह. दुय्यम निबंधक, अंधेरी क्र. १

सह. दुय्यम निबंधक, अंधेरी क्र. १

दस्ताचा प्रकार: पर्यायी जागेचा करार

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

शिक्रा क्र. 1 08 / 02 / 2022 03 : 04 : 13 PM ची वेळ: (मादरीकरण)

शिक्रा क्र. 2 08 / 02 / 2022 03 : 05 : 43 PM ची वेळ: (फी)



बदर - १		
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08/02/2022 3 09:33 PM

दस्त क्रमांक : वदर 1/1836/2022

दस्ताचा प्रकार :- पर्यायी जागेचा करार

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मिरजा शाहवुद्दीन बेग ताजामुल्ला हुसैन पत्ता: प्लॉट नं: 304, माळा नं: तिमरा मजला, इमारतीचे नाव: आकाश अपार्टमेंट, ब्लॉक नं: एम्. जी. मार्ग, रोड नं: आगरी पाडा, मुम्बई, महाराष्ट्र, MUMBAI. पॅन नंबर: AAEPM1807H	लिहून घेणार वय :- 69 स्वाक्षरी:		
2	नाव: जेकिन गेमिडेन्मी तर्फे प्रोप मुकेश वि. शाह पत्ता: प्लॉट नं: 202, माळा नं: -, इमारतीचे नाव: व्हिक्टरी पार्क, ब्लॉक नं: रोशन नगर चंदावर्कर रोड जंक्शन, रोड नं: बोरिवली पश्चिम मुम्बई, महाराष्ट्र, मुम्बई. पॅन नंबर: AHEPS7156C	लिहून घेणार वय :- 58 स्वाक्षरी:		
3	नाव: मिरजा शाहवुद्दीन बेग ताजामुल्ला हुसैन पत्ता: प्लॉट नं: 304, माळा नं: तिमरा मजला, इमारतीचे नाव: आकाश अपार्टमेंट, ब्लॉक नं: एम्. जि. रोड, रोड नं: आगरी पाडा, मुम्बई, महाराष्ट्र, मुम्बई. पॅन नंबर: AAEPM1807H	मान्यता देणार वय :- 64 स्वाक्षरी:		
4	नाव: मिरजा गयासुद्दीन बेग ताजामुल्ला हुसैन पत्ता: प्लॉट नं: 304, माळा नं: तिमरा मजला, इमारतीचे नाव: आकाश अपार्टमेंट, ब्लॉक नं: एम्. जि. रोड, रोड नं: आगरी पाडा, मुम्बई, महाराष्ट्र, MUMBAI. पॅन नंबर: AAMPMP4354K	मान्यता देणार वय :- 52 स्वाक्षरी:		
5	नाव: मिरजा इमाम बेग ताजामुल्ला हुसैन पत्ता: प्लॉट नं: 304, माळा नं: तिमरा मजला, इमारतीचे नाव: आकाश अपार्टमेंट, ब्लॉक नं: एम्. जि. रोड, रोड नं: आगरी पाडा, मुम्बई, महाराष्ट्र, MUMBAI. पॅन नंबर: AANPM5995M	मान्यता देणार वय :- 45 स्वाक्षरी:		
6	नाव: मिरजा गयासुद्दीन बेग ताजामुल्ला हुसैन पत्ता: प्लॉट नं: 304, माळा नं: तिमरा मजला, इमारतीचे नाव: आकाश अपार्टमेंट, ब्लॉक नं: एम्. जि. रोड, रोड नं: आगरी पाडा, मुम्बई, महाराष्ट्र, मुम्बई. पॅन नंबर: AAMPMP4354K	लिहून घेणार वय :- 55 स्वाक्षरी:		
7	नाव: मिरजा इमाम बेग ताजामुल्ला हुसैन पत्ता: प्लॉट नं: 304, माळा नं: तिमरा मजला, इमारतीचे नाव: आकाश अपार्टमेंट, ब्लॉक नं: एम्. जि. रोड, रोड नं: आगरी पाडा, मुम्बई, महाराष्ट्र, मुम्बई. पॅन नंबर: AANPM5995M	लिहून घेणार वय :- 51 स्वाक्षरी:		

वरील दस्तऐवज करार घेणारे पक्षकारांचे नाव व पत्ता यांचा करार चा दस्त ऐवज करून दिल्याचे केवळ करताना

शिक्षा क्र. 3 ची वेळ: 08/02/2022 03:09:33 PM

ओळख:-

खातील इसम घेतून घेतून करताना दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, त्यांची ओळख पटविताना

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: त्रिभुवन प्रसाद
वय: 48
पत्ता: ए1 हंग्रिक्रिणा अपार्टमेंट, मरोजीनी नायडू रोड, कांदिवली प मुं 400067
पिन कोड: 400067

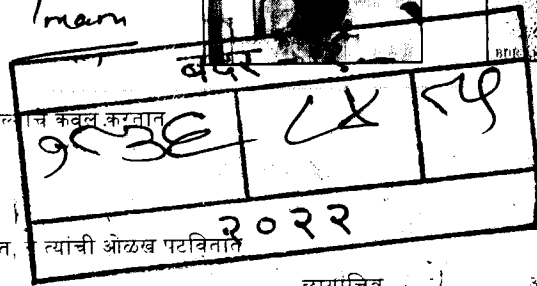
स्वाक्षरी

Trishwan Prasad

2 नाव: मोहन पुर्गी --
वय: 23
पत्ता: ए1 हंग्रिक्रिणा अपार्टमेंट, मरोजीनी नायडू रोड, कांदिवली प मुं 400067
पिन कोड: 400067

स्वाक्षरी

Mohan Purgie



Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MIRZA SHAHABUDDIN BAIG TAJAMMULLA HUSAIN	eChallan	02003942022020400375	MH012662637202122E	100.00	SD	0006187041202122	08/02/2022
2	MIRZA SHAHABUDDIN BAIG TAJAMMULLA HUSAIN	eChallan		MH012662637202122E	1000	RF	0006187041202122	08/02/2022
3		DHC		0802202208450	1700	RF	0802202208450D	08/02/2022

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

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प्रमाणित करणेत येते की, या
दस्ताव्यामध्ये एकूण.....पाने आहेत.
पुस्तक क्र. १/बदर-१/१०३६/२०२२
वर नोंदला, दिनांक.....

8 FEB 2022

सह. मुख्य निबंधक, अंधेरी क्र. १,
मुंबई उपनगर जिल्हा.

बदर - १		
१०३६	२५	२५
२०२२		

PERMANENT ACCOMODATION AGREEMENT **ALTERNATE**

Between
MR. MUKESH B. SHAH,
the Sole Proprietor of
M/s. Jekin ResidencyDeveloper

And
Mirza Shahabuddin Baig Tajammulla Husain
& Ors.the Flat Owners

And
Mirza Shahabuddin Baig Tajammulla Husain
& Ors.the Confirming Parties

Flat No.104 admeasuring 445.09 sq. ft.
RERA carpet area equivalent to 712.15
square feet saleable area situated on the 1st
floor in the Building known as Jekin
Residency ituate, lying and being at Village
Mogra, Taluka Andheri at Old Parsi
Panchayat Road, Andheri (East), Mumbai :
400 069.
