पावती

Original/Duplicate

नोंदणी क्रं. : 39म

Regn.:39M

Thursday, September 22, 2016 7:05 PM

पावती क्रं:: 6918 दिनांक: 22/09/2016

गावाचे नाव: पी.एस.पहाडीगोरेगांव

दस्तऐवजाचा अनुक्रमांक: बरल9-6575-2016

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: नितिन ओ सिंह

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 120

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₹. 32400.00

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बाजार मुल्य: रु.9833500 /-

मोबदला रु.13000000/-

भरलेले मुद्रांक शुल्क : रु. 650000/-

सह. दुय्यम निबंधक, बोरिवली - 🥞 मुंबई उपनगर जिल्हा.

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004455289201617M दिनांक: 22/09/2016

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 2400/-

Nitim o. Singl

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव) 22 September 2016,07:41 28 Valuation ID 201609222808 मृल्यांकनाचे वर्ष 2016 म्बई(उपनगर) जिल्हा 57-पहाडी-गोरेगाव पश्चिम (बोरीवली) म्लय विभाग उप मुल्य विभाग 57/265भुभाग उत्तरेस गावाची हद, पूर्वेस एस व्ही रोड, दक्षिणेस गावाची हद व पश्चिमेस लिंक रोड सर्वे नंबर न भू क्रमांक सिटी एस नंबर#50 वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर इ. निवासी सदनिका ख्ली जमीन कार्यालय औदयोगीक मोजमापनाचे एकक दकाने 71000 131600 176600 218300 131600 चौरस मीटर बांधीव क्षेत्राची माहिती मिळकतीचे 74 72**चौरस** मिळकतीचा निवासी सदनिका मिळकतीचा प्रकार-बाधीव मीटर क्षेत्र-वापर-1-आर सी बाधकामाचे मिळकतीचे मूल्यदर/बाधकामाचा Rs.131600/-0 TO 2वर्ष वर्गीकरण-सी वय-दर-उदववाहन आहे Ground floor To 4th मजला -स्विधा-मजला निहाय घट/वाढ = 100% apply to rate= Rs.131600/-घसा-यानुसार मिळकतीचा प्रति चौ मीटर मृल्यदर =(((वर्षिक मुल्यदर - खुल्या जमिनीचा दर) * धसा-यानुसार नविन दर)+ खुल्या जमिनीचा दर) =(((131600-71000)*(100/100))+71000) Rs.131600/-A) म्ख्य मिळकतीचे म्ल्य = वरील प्रमाणे मुल्य दर * मिळकतीचे क्षेत्र = 131600 * 74.72 = Rs.9833152/- मुख्य मिळकतीचे मुल्य +तळघराचे मुल्य + मेझॅनाईन मजला क्षेत्र मुल्य + लगतच्या गच्चीचे मुल्य + वरील गच्चीचे मुल्य + एकत्रित अंतिम मृल्य बदिस्त वाहन तळाचे मुल्य +खुल्या जमिनीवरील वाहन तळाचे मुल्य +इमारती भोवतीच्या खुल्या जागेचे मुल्य = A + B + C + D + E + F + G + H= 9833152 + 0 + 0 + 0 + 0 + 0 + 0 + 0=Rs.9833152/-





CHALLAN MTR Form Number-6

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		Full Name	NIT	NITIN OMPRAKASH SINGH					
cation MUMBAI									
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दस्ताचा प्रकार :- निष्ठल्लामा किर्ड ड्वार अनुन्धेद क्रमांक :- 346)
सादरकत्यिं नाव :
तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला
गावाचे नाव :- Pohodi Cror (a)
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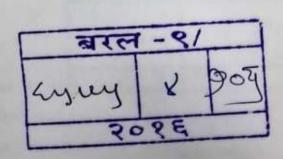


CHALLAN MTR Form Number-6

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Office Name BRL 9_JT SUB REGISTRAR BORIVALI 9		Full Name		NIT	NITIN OMPRAKASH SINGH					
ocation MUMBAI										
fear 2016-2017 One Time		Flat/Block No.		FLA	FLAT NO. 203, 2ND FLOOR, B WING RA					
Account Head Details	Amount In Rs.	Premises/Building J RESIDENCY								
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0030063301 Registration Fee 30000.00		Area/Locality		GO	GOREGAON WEST, MUMBAI					
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Mobile No.: 9819615150





as 'the Authority' and hereinafter referred to as 'MHADA'), of

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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mumbai, SEP day of in the Christian Year Two Thousand Sixteen BETWEEN: M/S. RAJ BUILDERS & DEVELOPERS, through its Sole Proprietor Shri. Rajesh Arvind Surti, having his administrative office at Gr. Floor Raj Residency Gregaon Nav Jagruti CHS, Sul Nagar New Hanuman Road Goregaon (W) Mumbai 400/104. Herein referred to as 'THE DEVELOPERS' (which expression shall under it repugnant to the context or meaning thereof be decided to m include his heirs, executors, administrators and as PART: AND Mr. Nitin O. Singh, Indian Inhabitant present address 1/19, Shiv Shakti Chawl, Near Shanker Mandir, Tank Lane, Kandivali Village, Kandivali (W), Mumbai - 400 067. Hereinafter referred to as 'THE PURCHASER/S' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the OTHER PART:

WHEREAS:

a. By an Indenture of Lease dated 10th February 1989, executed and entered into between Maharashtra Housing & Area Development Authority, a Corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Mah. XXVIII of 1977), "the Lessor" (therein referred to as 'the Authority' and hereinafter referred to as 'MHADA'), of

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the One Part and 'Navjagruti Subhash Nagar Goregaon Co. operative Housing Society Ltd.' duly registered under the Maharashtra Co-operative Societies Act, 1960 and bearing registration No. BOM (W.P.)/HSG(TO)/3924/ 1988-89, dated 21/12/1988, "the Lessee" (therein referred to as the Society') whereby MHADA granted a lease for a period of 30 years commencing from 10th February, 1989 with an option of further renewal of the lease terms and demised the piece or parcel of land admeasuring 1230.00 sq. mtrs or thereabout bearing C.T.S. No. 50-A (Part) (forming the part and parcel of the MHADA's Estate; of Revenue Village Pahadi Goregaon, Goregaon (West) situate at Subhash Nagar, Goregaon (West), Mumbai - 400 090. (hereinafter referred to as 'the said Plot of Land') unto the said Society for 'Slum Upgradation Scheme', subject to the payment of improvement charges and the yearly rent reserved and on the terms, conditions and covenants as contained therein.

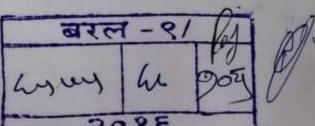
b. By and Under a Deed of Rectification dated 12th April, 1994 executed by MHADA and 'Navjagruti Subhash Nagar Goregaon Co-operative Housing Society Ltd.', duly registered at Bandra, bearing Registration No. BDR/1988/7/1994 rectifying the name of the Society as "Goregaon Navjagruti Co-operative Housing Society Ltd" instead of Navjagruti Subhash Nagar Goregaon Co-

Strain Wagar Goregaon Colive Housing Society Ltd) as referred in the Indenture of Lease Cebruary, 1989 and the said Society 'Goregaon Navjagruti

Co-operative Housing Society Ltd' is hereinafter referred to as the said Society'.

Under a Deed of Confirmation dated 12th April, 1994 executed between MHADA and Goregaon Navjagruti Co-operative Housing Society Ltd which is registered at Bandra under Sr. No. 1989/7/1994 in respect of the said Property.

d. That the said plot of land bearing CTS No. 50-A (part) admeasuring 1230.00 sq. mtrs. or thereabout of Revenue Village Pahadi Gorcgaon, Gorcgaon (West), Taluka Borivali, Mumbai Suburban District situate, lying and being at Subhash Nagar, Gorcgaon



(West), Mumbai – 400 104 and more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said property') owned by MHADA, was fully encroached upon by the slum and/ or hutment dwellers (now, members of Goregaon Navjagruti Co-operative Housing Society Ltd.) who have been sitting on the said property, since last many years as such the said property is censused slum colony on MHADA records. The said Property is falling in 'Residential Zone', as per the Revised Development Plan as published by MCGM and sanctioned by the State Government;

- e. The members of 'Goregaon Navjagruti Co-operative Housing Society Ltd.' decided to avail the benefits of the Slum Upgradation Scheme/Redevelopment Scheme as per MHADA Norms and also, for its implementation in accordance with the prevailing Development Control Regulations for Greater Mumbai, 1991 as amended till date;
 - f. Therefore, by and under **Development Agreement** dated 29th February, 2008 executed and entered into between the said Society i.e. 'Goregaon Navjagruti Co-operative Housing Society Ltd.', on the one hand and the Developers viz. M. Raj Brilders & Developers on the other hand, whereby the said Society has entrusted the development rights to the said Developers in Tospect of the said property and also, for the impression of the said Redevelopment Scheme for the benefits of the trambers of the said Society, on the terms and conditions are recorded in rein, which is duly registered under serial no. BDR 5/02056/2008 before the Joint Sub-Registrar, Borivali No. 2, M.S.D. on 1st March, 2008 and to this effect the concerned Registering Authority has also issued the Index-II thereof;
- g. In pursuance thereof, the said Society has also executed Irrevocable Power of Attorney dated 29th February, 2008 in abort of the said Developers for the fulfillment of the purposes of the aforesaid Development Agreement dated 29th February, 2008 and also, for obtaining various permissions and sanctions from MHADA, MCGM and other concerned Authorities for

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implementation of the said Redevelopment Scheme on the said Property, which is also duly registered under serial no. BDR. 5/02057/2008 before the Joint Sub-Registrar, Borivali No. 2, M.S.D. on 1st March, 2008;

- h. The Developers herein have already submitted the proposal for obtaining various permissions and sanctions for the implementation of the said Redevelopment Scheme to MHADA and MCGM through their Architects viz. Mahendra N. Associates under DCR 35(2) of Development Control Regulations for Greater Mumbai, 1991 as amended upto date, in order to provide 37 bonafide members of 'Goregaon Navjagruti Co-operative Housing Society Ltd.' permanent alternative accommodation as and by way of new residential flat/s, in lieu of their respective premises in the old structures, the then standing on the said property;
- i. In response thereto, MHADA by and under a letter bearing No. CO/MB/ARCH/NOC/F-1194/3908/2008 dated 29th July, 2008 addressed to the Executive Engineer, Building Proposal (W.S.), P' Ward granted 'NOC' for the redevelopment of the said property, as per DCR 1991, 35(2) on certain terms and conditions as set out therein and at the instance of MHADA, the City Survey Officer, Borivali, M.S.D. has also carried out actual survey and measurements at site, of the said Property;

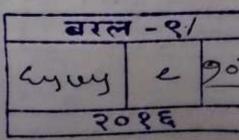
Thereafter, the plans for the construction of the proposed confidence building on the said property got approved under file No. EB/CE 2670/BS/AP and I.O.D. dated 24th October, 2008 and the commencement Certificate dated 7th January, 2009 upto stilt slab veloof 'A' & 'B' Wings have been issued by Executive Engineer, W.S.), P Ward of M.C.G.M.;

CO/MB/ARCH/NOC/F 1194/3458/2009 dated 27th July, 2009 addressed to the Secretary, Goregaon Navjagruti Co-operative Housing Society Ltd., having considered the request of the said Society, for grant of 2197.20 sq. mtrs. (i.e. 2034.45 sq. mtrs. for Residential use plus/ 162.75 sq. mtrs. for Commercial use)

allotment of additional T.D.R. for commercial use, as per the policy of Authority vide Mumbai Board's Resolution No. 239/2496 dated 6th February, 2009 and also, for allotment of 2197.20 sq. mtrs. additional B.U.A. in the form of T.D.R. (to be purchased by the Developers from open market or MHADA, at their own costs and expenses) for the proposed building, to be constructed on the said plot admeasuring about 1428.00 sq. mtrs. (i.e. 1230.00 sq. mtrs. as per Lease Deed plus additional land in the form of NTBNIB admeasuring about 198.00 sq. mtrs.) subject to the compliance of the terms and conditions as set out therein;

- 1. By and under another Letter bearing No. CO/MB/ARCH/NOC/F-1194/4271/2009 dated 10th September, 2009 issued by MHADA addressed to the Executive Engineer, Building Proposal (W.S.), 'P' & 'R' Ward, M.C.G.M granted 'NOC' for the redevelopment on the plot of land in aggregate admeasuring 1428.00 sq. mtrs. or thereabout (i.e. 1230.00 sq. mtrs. as per Lease Deed plus additional land in the form of NTBNIB admeasuring about 198.00 sq. mtrs.) as per the policy laid down by MHADA under Resolution No.6260 dated 4th June, 2007 and Resolution No. 6397 dated 5th May, 2009 respectively, subject to the compliance of the terms and conditions as set out therein;
- m. The Developers herein have further submitted the amended plans of the Composite Building and the said amended Plans of approved, under the approval granted by the Executive Engineer, Building Proposal (W.S.), 'P' Ward, under this letter hearing No. CHE/9670/BP (WS)/AP dated 4th March, 20 to of the total of area of 1428.00 Sq.mts. @ F.S.I. 1.00 and also, said the proval (including deficiency of open space) has been granted by Municipal Commissioner for Greater Mumbai for consumption of total 2.4 F.S.I. (including the permissible TDR to the extent of 2197.20 sq. mtrs. to be purchased from the open market or MHADA by the Developers at their own costs, for its utilization thereof) for the construction of the proposed composite building. The MCGM thereafter has re-endorsed the Commencement Certificate dt. 7th January, 2009 on 20th March, 2010 as per the approved amended

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plans, and further granted extension on 23rd April, 2010 extending the Commencement Certificate for Wing "A" and "B" Building upto Ground(pt) Plus Stilt(pt) plus first to Third floor as per Approved amended plans.

- n. The Developers herein have further submitted the amended plans and the said amended Plans got approved, under the approval granted by the Executive Engineer, Building Proposal (W.S.), 'P' Ward, under his Letter bearing No. CHE/9670/BP(WS)/AP dated 8th April, 2011 and Thereafter the Municipal Commissioner for Greater Mumbai further granted extension of Commencement certificate for entire work i.e. Ground (pt) Plus Stilt (pt) Plus 1st to 10th floor of Wing "A" and Ground(pt) Plus Stilt(pt) Plus 1st to 10th Floor of Wing "B" as per Approved amended plans dated 10th Dec, 2012.
- o. By and under another Letter issued by MHADA bearing No. CO/MB/Arch/NOC/F 396/2245/2011 dated 11th April, 2011 addressed to the Secretary, Goregaon Navjagruti Co-operative Housing Society Ltd., having considered the request of the said Society for Allotment of additional buildable area of 2340.70 sq. mtrs. (i.e. 2143.22 sq. mtrs. for Residential use plus 197.48 sq. mtrs. for Commercial use) beyond the existing BUA as per 2.5 FSI on demarcated Plot vide Mumbai Board's Resolution No. 262/2905 wheel 30th December, 2010 and as per MHADA Resolution No.

198.28 size mtrs is to be amalgamated while executing rectification Lease Direct. The Above Allotment is on the Sub-Divided plot as demardation Plan adm. about 1428 280 sq. mtrs i.e. (Lease Marca 1280,00 sq. mtrs plus additional land area 198.28 sq. mtrs.

sq. mtrs plus allotment of additional BUA 2340.70 sq. mtrs (i.e. 2143.22 sq. mtrs for Residential use plus 197.48 sq. mtrs. for Commercial use) thus the total BUA allowed is 3570.70 sq. mtrs only and existing 37 tenaments (retain carpet area up to 45.00 sq.

Purs as rer Govt. resolution No. 1109/36/dt 26th August, 2009

Residential Tenements, subject to the compliance of the terms and conditions as set out therein;

- p. By and under another Letter bearing No. CO/MB/ARCH/NOC/F-396/5042/2011 dated 9th August, 2011 issued by MHADA addressed to the Executive Engineer (P & R ward), Building Proposal department (WS), granted 'NOC' for the redevelopment on the plot of land in aggregate admeasuring 1428.00 sq. mtrs. or thereabout (i.e. 1230.00 sq. mtrs. as per Lease Deed plus 198.28 as additional land) as per demarcation Plan as per the policy laid down by MHADA Vide MHADA Resolution No.6260 dated 4th June, 2007 and Resolution No. 6397 dated 5th May, 2009 respectively, subject to the compliance of the terms and conditions as set out therein;
- q. The Dy. Chief Engineer (Traffic), Municipal Corporation of Greater Mumbai by their letter No. Dy.Ch E/P-596/Traffic of 24/08/12 addressed to Mahendra N. Associates approved the Parking Layout Plan of the proposed Building to be constructed on the said property.
- r. Subsequently the Developers herein have further submitted the amended plans of the Buildings and the amended plans were approved under the approval granted by the Municipal Corporation of Greater Mumbai under Letter bearing Nov. CHE 19670 PP (WS)/AP dated 10th December, 2012 for the construction of the proposed composite building;
- Mahendra N. Associates and R.C.C. Consultant This British ar Tavase for the preparation of the structural designs and drawings for the proposed new building and the Developers accept the professional supervision of the said Professionals during the course of the construction of the new building to be constructed on the said property more particularly described in the First Schedule hereunder written, till the completion of the entire project in all respects;

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t. As per the Area Statement certified by the Architects of the project viz. M/s. Mahendra N. Associates, the Rehab Component (for viz. M/s. Mahendra N. Associates, the Rehab Component (for residential purpose) area is 1230.00 sq. mtrs. and earmarked in Wing meant for 37 bonafide members of the said Society and the Wing meant (for commercial purpose) is 162.75 sq. mtrs. in Sale Component (for commercial purpose) is 2034.45 sq. mtrs. both Wings & (for residential purpose) is 2034.45 sq. mtrs. Aggregating to 2197.20 sq. mtrs. and carmarked in 'B' Wing meant for the Developers in the multistoried composite building to be constructed on the total plot area admeasuring 1428.00 sq. mtrs. or thereabout (i.e. 1230.00 sq. mtrs. as per Lease Deed plus additional land in the form of NTBNIB admeasuring about 198.00 sq. mtrs.) as per the approved Redevelopment Scheme and the approvals/sanctions granted by the MHADA/MCGM;

u. The Developers have decided to construct the multi-storied Composite Building on the said property more particularly described in the First Schedule hereunder written as per I.O.D dated 24th October 2008, under File No.CHE/9670/BP(WS)/AP issued by Municipal Corporation of Greater Mumbai, consisting of two Wings i.e. 'A' Wing (Rehab/Sale Component) for accommodating the said bonafide members of the said Society in respective flat/s and shop/s exclusively meant for the Developers, for free sale in the open market and also, 'B' Wing (Sale Component) having flats/shops exclusively meant for the Developers, for free sale in the open market as mentioned above the control of the plans sanctioned by MCGM and/or further

MIADA open market by the Developers at their own costs and Authorities from time to time;

v. Subject to what is stated above, M/s. Raj Builders & Developers

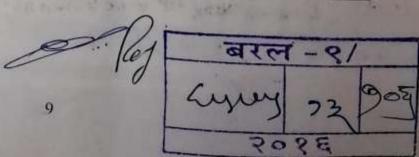
Developers herein are entitled to sell their earmarked building Wing B" to be known as 'Raj Residency' as and by way

of flats/shops, directly in the open market to the prospective buyers, in their own capacity and also, to enter into individual Agreements for Sale of flats/shops with the prospective buyers, at their own discretion;

- w. The Flat Purchaser/s has/have demanded from the Developers and the Developers accordingly have given inspection to the Flat Purchaser/s of all the Documents of Title relating to the said property the permissions and approvals granted by the MHADA, MCGM and/or concerned authorities, the Plans, Designs and specifications prepared by the Architects and all other such documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as 'the said Act') and the Rules made thereunder and all other provisions of the statute. Also, the list of Flats earmarked for the Developers for open sale to the prospective Purchasers as per the plans sanctioned by MCGM and/or further modifications/amendments thereof;
- x. A copy of the Title Certificate issued by Smt. Payal B. Kotwani Advocate, in respect of the said property is annexed and marked as Annexure -'I' hereto;

y. A copy of the Property Registered Card of the said property is annexed and marked Annexure -'II' hereto;

Z. The Developers have got sanction/approval of the Plans and the Amended Plans thereto, the specifications, elevations sections and details of the proposed building as per the prevailing ever principle till date and the Municipal Corporation of Greater Mumbai, till date and the Municipal Corporation of Greater Mumbai has issued I.O.D. dated 24th October, 2008 and the Commencement Certificate dated 7th January, 2009 under File No. CHE/9670/BP (WS)/AP from M.C.G.M. relating thereto. The copies of I.O.D. & the Commencement Certificate with further endorsements for construction of the said building are annexed and copy of Amended Plans and NOC are marked as Annexure - 'III',



Annexure - 'IV' , Annexure - V and Annexure- VI hereta

While sanctioning the said plans, MCGM and/or MHADA has law down certain terms, conditions, stipulations, restrictions which are to be observed and performed by the Developers while developing the said property and/or carrying out construction of proposed Building and upon the observance and performance therewith, the Occupation and Completion Certificate in respect of the said Building shall be granted by the concerned Authorities;

zz(i) The Developers have accordingly commenced the construction of the said New Building in accordance with the said Plans;

the Developers for allotment of Flat No. 203 admeasuring 670.00 sq. ft. (carpet area) (inclusive of fungible FSI as per the DC rules and as approved by the Municipal Corporation of Greater Mumbail the said carpet area can be reduce or increase by ten percent to fifteen percent of carpet area during the Completion of the said building work in this case the owner or the developers cannot be responsible for any inaccuracies on as approved by the Municipal Corporation of Greater Mumbai on 2nd floor in 'B' Wing of the sale Building Known as 'Raj Residency' being constructed on the said property, and more particularly shown on the floor plan annexed and marked as Annexure -'VII' hereto:

to execute a Written Agreement for Sale of the said Flat/ Shop 10 the Purchaser/s being in fact these presents;

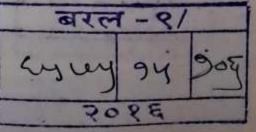
PARTIES HERETO AS UNDER.

The Developers are proceeding further with the construction of the composite building on the said property at Revenue Suburban District and more particularly described in the First Schedule

hereunder written, in accordance with sanctioned plans and specifications and it is agreed that the Developers shall be entitled to make such variations and modifications in the said building plans or layout of the building as may be required to be done by the Municipal Corporation of Greater Mumbai and/or MHADA or any other concerned authorities and/or the Developers themselves. The Flat Purchaser/s hereby accept/accepts and irrevocably grants to the Developers such right to modify the same.

- 2. The Flat Purchaser/s has/have entered into this Agreement with the notice of terms and conditions of the said hereinabove recited documents and Agreements and also all the documents referred to herein and subject to the terms and conditions that may be imposed by the Municipal Corporation of Greater Mumbai and/or MHADA and other Authorities concerned and also, subject to the Developers' right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications.
- 3. The Flat Purchaser/s has/have been given inspection of all the documents recited herein and also the documents referred to herein and all other papers and documents relating to the said property. The Flat Purchaser/s hereby accept/accepts and irrevocably grant/s to the Developers, right to modify the terms and conditions and agree/s to abide by, observe and perform the same so far as they are applicable to the said Flat and the Building/s /Structure/s.
- 4. The Flat Purchaser/s declare/declares that be of the the recent this Agreement, the Flat Purchaser/s has/have made and from inspection of particulars and disclosure of interalia
 - (a) Nature of Developers' rights and the Owners' right, title and interest in the said property, along with all relevant documents;
 - (b) all plans and specifications duly approved and sanctioned by the Municipal Corporation of Greater Mumbai under File No. CHE/9670/BP(WS)/AP and M.C.G.M. and correspondence ensued with MHΛDA;





- (c) Nature and particulars of specifications and amenities to provided in the said building and the Flat/s/Shop/s to constructed on the said property are those that are set out the list annexed and marked **Annexure-'VIII'** hereto;
- (d) the nature of organization of persons to be constituted and to which the title is to be passed on, being the said Registered Co-operative Housing Society governed by the provisions of Maharashtra Co-operative Societies Act, 1960;
- (e) the various amounts that are to be paid interalia towards the revenue assessment, betterment charges, development charges, Municipal and other taxes, Municipal deposits and water and electricity charges, including water deposits and electricity deposits as are for the time being in force;
- 5. The Flat Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents/papers etc. and all the disclosures made by the Developers, the Flat Purchaser/s with full knowledge thereof, has/have entered into this Agreement.
- 6. The Flat Purchaser/s has/ have, prior to the execution of this Agreement, taken inspection of the documents in respect of the rights/title/interest of the Developers/Owners to the said property described in the First Schedule hereunder written and is/are fully satisfied about the rights/title/interest of the Developers/Owners to the said land hereditaments and premises and the Flat Purchaser/s hereby and shall always be deemed to have accepted the interest title/interest of the Developers/Owners to the said property and agrees not to the said property and agrees the said property agree the said property and agree the said property agrees the said property agree the said property agrees the said property agree the said property agrees the said property agree to the said property agrees the said property agree the said property agrees the said property agree the said property agree the said property agrees the said property agree the said property agrees the said property agree the said property agrees the said property agree to the said property agrees the

admeasuring 670.00 square feet (Carpet Area) or 62.24 sq. mtrs carpet area (inclusive of fungible FSI as per the DC rules and as approved by the Municipal Corporation of Greater Mumbai) the said carpet area can be reduce or increase by ten percent to fifteen percent of carpet area

the reduce or increase by ten percent to fifteen percent of carpet area during the completion of the said building work in this case the owner of the declopers cannot be responsible for any inaccuracies on as

approved by the Municipal Corporation of Greater Mumbai on 2nd floor in 'B' Wing of the sale Building to be known as 'Raj Residency' being constructed on the said property (hereinafter referred to as 'the said Flat' and the said Flat is shown in the Floor Plan annexed hereto.

- 8. As consideration for the acquisition of the said Flat No. 203 on 2nd Floor in 'B' Wing of the said New Building always to be known as 'Raj Residency', the Flat Purchaser/s hereby agree/s to pay the Developers the lump sum amount of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lac Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/ limited area and facilities which are more particularly described in the Second Schedule hereunder written. The time for payment of each of the installments as specified in the Third Schedule hereunder written shall be the essence of the contract.
- 9. Notwithstanding anything stated in this Agreement elsewhere, the Flat agreed to be acquired/purchased by the Flat Purchaser/s herein shall be provided with specifications or amenities which are set out in the Annexure annexed hereto and that the Developers shall have right without any reference to the Flat Purchaser/s to vary or modify such amenities or specifications and the Flat Purchaser/s shall not raise any objection in respect thereof.
- Flat to the Flat Purchaser/s within 36 month from the darred sale agreement Provided the Flat Purchaser/s has/haye complied with the terms of this agreement and paid all the dues, including deposits, charges, outgoing, interest etc. In stipulated time of the Developers, fail to hand over possession of the sale Flat to Purchaser/s on account of reasons beyond their council of the Purchaser and as per the provisions of Section 9 of Maharastra Domership Flat Act, by the aforesaid date or the date or dates prescribed therein, then the Developers shall be liable to refund to the Flat Purchaser/s the amounts already received by them in respect of the Flat with simple interest at nine percent per annum from the date the Developers received the sum till the date the amounts and interest thereon is repaid by the Developers to the Flat Purchaser/s PROVIDED that by mutual consent it

is agreed that dispute, whether the stipulations specified in Section have been satisfied or not, will be referred to the Competent Author who will act as an Arbitrator. It is agreed that upon the refund of the said amount together with interest thereon as stated hereinabove, Purchaser/s shall have no right, title and interest, claim, demand of dispute of any nature whatsoever either against the Developers against the said Flat in any manner whatsoever and the Developers sha be entitled to deal with or dispose of the said Flat to any person or pany as the Developers may desire in its absolute discretion without any reference or recourse to the Purchaser/s.

PROVIDED that the Developers shall be entitled for reasonable extension of time for giving possession of the said Flat on the aforesaid date if the completion of the building in which the said Flat is to be situated is delayed on account of :-

- non-availability of cement, steel, other building materials etc. (i) (ii)
- war, civil commotion or Act of God; (iii)
- any notice, order, rule, notification of the Government and/or other Public or Competent Authority; (iv)
- any riots, strike or problem by workmen;
- any Other reasons beyond the control of Developer;

The Developers shall give the possession of the said Flat agreed to 11. hand over possession of the said Flat within 48 month after the receiving the Full Commencement Certificate (C.C.) from the M.C.G.M for the said Sale Balding, the Developers giving written notice to the Flat prchaser/s, the said Flat is ready for use and occupation. On bossession being taken by the Flat Purchaser/s in pursuance of such wtice or otherwise, the Flat Purchaser/s shall not be entitled to make man fair any claim, objection, against the Developers said building or the said Flat or anything connected therewith the same including defects, quality or construction, materials, additions or alterations etc. and the same, if any, shall be treated and been extinguished and/or waived.

fwithin a period of six months from the date of handing or or Re-Flat to the Purchaser/s, the Purchaser/s bring/s unto the

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notice of the Developers any structural defects in the Flat or the building in which the Flat are situated or the material used therein, wherever possible such defects or shall be rectified by the Developers at their own cost and expenses.

- 12. The Flat Purchaser/s of the respective Flat shall be entitled to use and occupy their respective Flat only.
- 13. The Flat Purchaser/s shall not use the said Flat or permit the same to be used for any purpose whatsoever other than what is prescribed by M.C.G.M. & other statutory authorities.
- 14. The Flat Purchaser/s admit/s having taken inspection of all the documents required to be given by the Developers under the provisions of the Maharashtra Ownership Flats Act and hereby agree/s and confirm/s that the Developers shall have irrevocable rights for the purposes set out hereinafter and the Developers shall be entitled to exercise the same as if the Flat Purchaser/s had given the written prior consent to the Developers as required under the said Act and with a view to remove any doubts the Flat Purchaser/s hereby confer/s upon the Developers the right and authority for the purpose set out herein below:
 - (a) The Developers shall be entitled to amend, modify and/or vary the building plans and/or the lay out and also specifications in respect thereof.

(b) The Developers shall be entitled to demolish the existing or new structure/s or any part or portion thereof.

- (c) The Developers shall be entitled to consume such E.S.I. and/or T.D.R. as may be available in respect of the said property or any other property or otherwise and to consume on the said property at present or in future and for the purpose of consuming the balance and/or additional F.S.I. and/or T.D.R. for extension and/or putting up additional floors, as the Developers may think fit and proper;
- (d) The Developers shall be entitled after consuming such balance and/or additional F.S.I. and/or T.D.R. by constructing Flats and to sell such Flats for such permissible user as the Developers may think fit and proper to any person or persons for such

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- (e) The Developers shall also be entitled to consume additional and/o balance F.S.I. available under D. C. Regulations or T.D.R. or hand any special concession being granted by the Municipal Corporation of Greater Mumbai or MHADA or any other Authorities, including the F.S.I. available in lieu of road widening, set back, reservation etc.
- the said new building/wings shall not have any right, title claim or interest in respect of the open area, stilt area, parking spaces, etc and that the rights of the Flat Purchaser/s are confined only to the Flat agreed to be sold;
- Purchaser/s and/or management being given to the Ad-hor Committee of the Flat Purchaser/s or to the existing Registered Cooperative Housing Society, the rights under this Agreement reserved for the Developers for exploitation of the potentiality of the Property described in the First Schedule hereunder written, shall be subsisting and shall continue to vest in the Developers till the final documents are executed by MHADA in respect of the said Property in favor of the Registered Co-operative Housing Society of Societies as the case may be;
- The Flat Purchaser/s agree/s and give/s his/her/their irrevocable consent that the Developers shall have a right to make additions, and alterations in the building plans and/or the said building or any user or to change the user (excluding the said Flat/Shbb) including to raise additional storeys or structures on the land or other part or parts of the said buildings including on the additional F.S.I. which may be available in respect of the said property of amendments/alterations in the sanctioned plan as may be permitted by Authority and such additional structures or storeys or Flats shall be additional structures or storeys or Flats shall be

the sole property of the Developers who shall be entitled to deal with or dispose of the same. The Developers and/or their nominee/s shall also be entitled to display boards and/or hoardings on the parapet walls of the said Building and also, to install electronic equipments/gadgets on terrace and paraphernalia on any part of the said property, in consultation with the existing Registered Co-operative Housing Society.

- 16. Nothing contained in these presents is intended to be nor shall be construed to confer upon the Flat Purchaser/s any right, title, interest of any nature whatsoever in or upon the said property, land hereditaments and premises or any part thereof or of the building/s thereof.
- 17. The Flat Purchaser/s shall have no claim or right to any part of the said property and also, to any other parts of the said building other than the said Flat agreed to be purchased by him/her/them. All parking spaces, stilt areas, lobbies, staircases, pocket terraces, compounds, compound walls/fences, balance F.S.I. and/or future increase in F.S.I., if any etc. shall remain the property of the Developers and they shall be entitled to allot or otherwise dispose of the same to the concerned purchaser or purchasers at the Developers' own discretion.
- 18. It is also understood and agreed by and between the parties hereto that the terrace space in front or adjacent to the terrace Flat or any part terrace/s in the said building, if any, shall belong exclusively to the Purchaser/Purchasers of the Flat/Flats to whom the Developers have given their consent in writing and such terrace spaces are interested for the exclusive use of the concerned Purchaser Purchasers to the Flat/Flats to whom the Developers have given their written consent for the same. The said pocket terrace/terraces shall not be created by the Purchaser/Purchasers of Flat/Flats till the permission in writing so obtained from the concerned Local Authority.
- 19. The Flat Purchaser/s hereby agree and accord/s his/her/their irrevocable consent that the Developers shall have sole right and absolute authority to make the changes in plans and to construct or erect additional floor or floors on the said building or to change the users as may be permitted by the Municipal Corporation of Greater Mumbai or MHADA or other authority for their benefit and also to use the terrace

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and the entire parapet walls of the said terraces for any purpos and the chart including for letting or leasing them out for advertisement and/or pulling including for letting or leasing them out for advertisement and/or pulling up and/or displaying hoardings in consultation with the existing up and/or or registered Co-operative Housing Society. The Flat Purchaser/s hereb agree/s that all necessary facilities, assistance and co-operation will be rendered by him/her/them to the Developers to enable them to make any additions and alterations and/or to raise additional storey 6structures in accordance with the plans sanctioned or which may b hereafter sanctioned by the concerned authorities. The Flat Purchaser/ hereby further agree/s that if required by the Developers, after becoming member/s of the existing Registered Society or the separate Society at the case may be, the Flat Purchaser/s as the member/s or shareholder/s of the Society, shall accord his/her/their consent through such Society giving to the Developers full facility, assistance and co-operation to enable them to change the user, to make the said additional storeys which may be constructed by the Developers and also for the aforesaid purpose, to shift the water tanks on the upper floors or floor when so constructed. It is further agreed that if there is any increase in floor space index (F.S.I.) in future the benefits of such increase will always belong entirely to the Developers to the exclusion of the Flat Purchaser/s on the said Property or elsewhere at their absolute discretion and the Flat Purchaser/s hereby irrevocably consent/s to the same. The Flat Purchaser/s shall not be entitled to object to any of the aforesaid thing or claim any reduction in price of the said Flat agreed to be acquired by him/her/them or compensation or damage on the ground enionce or any other ground including loss of air and/or light. The er/s shall not have any right of casement by way of air, light erwise respect of the said Flat or any portion of the said Property velopers confirm in writing that the said project is completed.

Purchaser/s for himself/herself/themselves with bring all persons into whomsoever's hands the said Flat may doth/do hereby covenant with the Developers as follows:-

same in good tenantable conditions from the date of possession of the Elevistation and shall not do or cause to be done anything in

or to the building in which the Flat/ Shop is situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make additions in or to the building in which the Flat is situated and the Flat itself or any part thereof;

- (b) 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 building in which the Flat is situated or storing of such goods is objected under law by the concerned Local or Government authority and shall not carry heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure or the building in which the Flat is situated including entrances of the building in which the Flat/ Shop is situated and in case any damage is caused to the building in which the Flat is situated, on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach;
- (c) To carry at his/her/their own costs all internal repairs to the said Flat and maintain the Flat in the same conditions, stage and order in which it was delivered by the Developers to the Flat Purchaser/s and shall not do or cause to be done anything in or to the building in which the Flat is situated or the Flat which may cause breach of the rules and regulations and bye-laws of the concerned local authority or other public authority. However, in the event of the Flat purchasers committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and like for the consequences, thereof which may be introduced by context of local authority and or other public authority.
- thereof, nor at any time make or cause to be made asymptotic alteration of whatever nature in or to the Flat of alteration to the flat of alteration and alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep, the portion, swears, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition and in particular, so as to support, shelter and protect the other parts of the building

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in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. pard or other structural members in the Flat without the prior written permission of the Developers;

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- (e) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from window/balcony in the compound or any portion of the said land and the building including staircase use and it's landing in which the Flat is situated;
- (f) Pay to the Developers within seven days of demand by the Developers, his/her/their share of security deposit or bills demanded by concerned Local Authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levy, if any, which are imposed by the concerned Local Authority and/or Government and/or other Public Authority on account of change of user of the premises by the Flat Purchaser/s;
- (h) The Flat Purchaser/s shall observe and perform all the rules and regulations which the society 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 said building and the Flat 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 spand after Public Bodies. The Flat Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the society regarding the occupation and use of the Flat in the towards the taxes, expenses or other outgoings in accordance with the term of this Agreement;

situated is executed, the Flat Purchaser/s shall permit the workmen and their surveyors and agents, with or without the said Flat/Shop, said land and building/s or any part thereof to

view and examine the state and condition thereof and also to proceed further with the addition or alteration to the building/s;

- 21. The Flat Purchaser/s shall not let, sub-let, sell, transfer, mortgage, charge or in any way encumber or deal with or dispose of his/her/their Flat or assign, underlet or part with his/her/their interest under this Agreement or the benefit of this Agreement or any part thereof till all the dues of whatsoever nature owing to the Developers are fully paid and only if the Flat Purchaser/s has/have not been guilty of breach of or non-compliance or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s obtain/s prior consent in writing of the Developers.
- From the date of the notice which is given by the Developers to the 22. Flat Purchaser/s that the said Flat is ready or from the date on which the Flat Purchaser/s take/s the possession of the Flat/Shop, whichever is earlier, the Flat Purchaser/s shall be liable to bear and pay the proportionate share as may be determined by the Developers of all outgoings in respect of the said land and buildings including all Government rates, taxes and charges, electricity and water charges, insurance, wages, salaries, sanitation, additions and alterations, oil painting, colour, washing, repairs etc. more particularly and specifically mentioned in Annexure-'IX' annexed hereto and all other outgoings and expenses of and incidental to the management and maintenance of the said Property. The Flat Purchaser/s along with the purchasers of other Flats will not require the Developers to contribute proportionate share of the maintenance charges of the Flats which are not support sup or given possession by the Developers and the same small be born paid by the Purchaser/s of the other Flats (clud Purchaser/s herein. Until the said building is transferred the So the Flat Purchaser/s shall pay to the Developers such proportion share of outgoings as may be determined by the persons; Municipal Taxes etc. are fixed and the exact amount is worked out for each Flat/Shop, meanwhile, the Flat Purchaser/s agree/s to pay to the Developers from the aforesaid date (i.e. date of the notice that the Flat/ Shop is ready or the date on which possession is taken, whichever is earlier) provisional monthly contribution of Rs. 8066/- (Rupees Eight

Thousand Sixty Six only) per month towards and on account of superses as aforesaid. The amount and other outgoings and expenses, as aforesaid. The amount so paid the Flat Purchaser/s to the Developers until final transfer document executed in favour of the Society. The Flat Purchaser/s undertake/s pay such provisional monthly contributions and such proportional share of outgoings regularly on the 10th day of each and every month; advance and shall not withhold the same for any reason whatsoever. Flat Purchaser/s shall indemnify and keep indemnified the Developer against the aforesaid taxes and other payment and expenses. The Developers shall be at liberty to enhance the said provisional month contribution and the Flat Purchaser/s will not take any objection for the same. If, on account of the failure on the part of the Flat Purchaser/s pay such provisional monthly contributions and if the said authority of authorities concerned take any action for the recovery of the same, the Developers shall not be liable or responsible for any loss or damage which may be suffered by the Flat Purchaser/s on account of such action.

paying the maintenance, municipal taxes and all the other outgoings in respect of the whole or part of the property for and on behalf of the Purchasers of the Flat and it shall be paramount responsibility and obligation of the Flat Purchaser/s to pay all the outgoings regularly. In the event of any default being committed by the Flat Purchaser/s herein or any of the Purchaser/s of any other Flat and in such event the Developers shall not be bound to pay the outgoings for and on behalf of the property of the responsibility of the Flat Purchaser/s and the Flat Purchaser together who shall be deemed to be managers to pain respect of which possession has been given by the

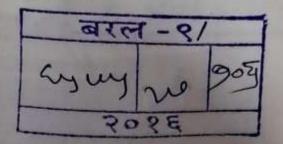
24. Until the said building is transferred by the Developers to the resistered C& operative Housing Society by execution of a document of property is delivered by the Developers, to such Co-operative Housing

Society and intimation of the same is received by the Flat Purchaser/s from the Developers regularly and punctually all contributions and other amounts to be paid by the Flat Purchaser/s to the Developers under this Agreement and the Flat Purchaser/s shall not withhold any such payment to the Developers. However, if the Developers in their absolute discretion so desire, they shall be entitled to entrust the management of the said property to such Co-operative Housing Society for looking after management only, including collection and disbursement of contributions from the Flat Purchaser/s of the Flat in the said buildings towards payment of outgoings and expenses referred to herein, then in such event the Developers shall not be under any obligations or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequence arising due to delay in payment or non-payment thereof or for any matter concerning maintenance or management of the said Property and all responsibilities and liabilities in that behalf shall be that of the such Cooperative Housing Society or the Purchaser/s as the case may be. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said Flat and pay the outgoings, the same shall not affect the rights of the Developers provided under this Agreement, nor such an act on the part of the Developers shall be deemed to be a waiver of the rights of the Developers under this Agreement.

25. All the deposits payable to the Municipal Corporation of Greater Mumbai or any authorities or Reliance Energy transport other electricity supply company or MGL or permanent deposits in respect of the said Flat/ Shop which are payable, shall be pain or reintersed to the Developers by the concerned Flat Purchaser/s

26. The Flat Purchaser/s shall also pay his/hos their proportionate share in respect of the payment made and/or required to be made by way of development charges, betterment charges, sewerage charges, prorata costs, contributions, municipal taxes, property taxes, rates, cesses, charges, and/or other amounts in respect of the said property and/or portion thereof as the case may be without raising any objections.





27. On or before taking possession of the said Flat/Shop, the 27. On of below the Developers the following amounts;

Rs. 25,000/- for legal charges, for preparation of these present i) agreement.

- Rs. 1, 10,000/- towards Purchaser's share of Non-Agricultur ii) taxes and Municipal property assessment taxes and other outgoings charges.
- Rs. 96,792/- towards maintenance charges for 12 months iii) advance.
- Rs. 30,000/- Deposit towards Electric Connection and Water iv) Meter charges.
- Rs. 600/- Share Application Amount. v)
- Rs. 25,000/- as lump sum payment towards costs, charges and vi) expenses for formation and registration of Society.
- vii) Rs. 51,000/- towards gymnasium, membership fee.
- Rs. 25,000/- towards Corpus Fund. viii)
- Rs. 1, 54,000/-towards Development and Infrastructure charges. ix) Total Rs. 5, 17,392/-
- It is agreed to pay the Maharashtra VAT Tax 1% & Service Tax 4 5% as per market/agreement value (which is higher), at a time of Registration of these Agreement.
- On or before taking possession of the said Flat, the Flat 29. Purchaser/s agree/s to deposit with the Developers an amount of Rs. 5 17,392/-(Rupces Five Lac Seventeen Thousand Three Hundred

mety wo Only) without carrying any interest thereon, being proportional share of payment of Municipal taxes, water taxes, common elegific, bills, quitgoics as mentioned hereto including payment 10

M.C.G.M. & Reliance Energy Ltd., for laying water lines and electric

Part Purchaser/s agree/s to sign and deliver to the Developers before taking possession of the said Flat and also, thereafter, all writings

a tra party as may be reasonably necessary and required by the including possession letter, declaration, electric meter sfer forms and other papers, necessary and expedient for acquiring

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membership rights in the registered Co-operative Housing Society or for formation and registration of separate Society as the case may be, in due

- The Developers shall cause the said Owners to transfer the said 31. property or portion thereof as per prevailing Norms to the concerned Society of the purchasers of the various Flats to be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 or to the existing Registered Co-operative Housing Society as the case may be and require the Flat Purchaser/s to join the such Society only on the completion of the said project.
- Upon all the purchasers of the Flats giving their co-operation and 32. executing necessary papers/writings the Developers herein shall take the necessary steps for formation of new Co-operative Housing Society and/or for admission and for acquiring valid membership rights in existing Registered Co-operative Housing Society, as the case may be and submit the same to the concerned authorities in accordance with prevailing law as the Developers may think fit and proper (such Body is herein referred to as 'the said Society').
- 33. The said Composite Building consisting of Wing "B" as mentioned above shall always be known as 'Raj Residency' and this shall not be changed without the written consent of the Developers.
- 34. The Flat Purchaser/s of all flats in 'B' Wing of the said Composite Building including the Flat Purchaser/s herein and Selection all shops in 'A' & 'B' Wings of the said Composite Building sharp pply and join in the Society, as the Developers may determine the concerned Flat Purchaser/s shall, within seven days from the Deseropers calling upon to do, execute all acts, deeds, documents and papers for in connection with the admission and for acquiring her design ghts in existing Registered Co-operative Housing Society and/or formation and registration of the separate Society as the case may be and also do hereby irrevocably accord his/her/their consent to the Developers for making additions and alterations in the application and all annexure or accompaniments for or in connection with the admission/formation and registration of the society, bye-laws or constitution or rules thereof or

other papers to be submitted in connection therewith even subsequents the same being signed or approved by the Flat Purchaser/s as may be done required by the authorities concerned or as may be desired by Developers and the Flat Purchaser/s agree/s to be bound by the additions and alterations and hereby covenant/s and undertake/s not take any objection or action in the matter or to do anything whereby rights and interest of the Developers may be affected, prejudiced and/ endangered in any manner or likely so to be. It is clearly understood an agreed that responsibility for the formation and registration of the sa Society, and/or acquiring Membership Rights in such Society shall be the Flat Purchaser/s and other purchasers and not of the Developen notwithstanding anything done by the Developers in that behalf. The Flat Purchaser/s further agree/s to pay admission fees and shan subscription amount for becoming the Member/s of the said Society an other incidental expenses.

The Developers shall have exclusive right over the unsold Flats etc 35. even after registration of the Society or even after execution of fine documents of transfer in favor of the Society. The Purchaser/s of such unsold Flats will be admitted to the Society without charging an premium except for the entrance fee and share money.

The Purchasers of all such Flats shall be admitted by the Co operative Society as members of the Society that may be formed with the same rights and the same benefits and subject to the same obligations those of the Flat Purchaser/s and other members of such Society as the

case many eservations or conditions. No transfer fees ny other amount, save and except normal entrance fees share money and other moneys shall be charged from such purchaser/s

irrespretive of disputes, if any, arising between the Developers and hasor sond/or the said Co-operative Housing Society, all amounts entributions and deposits, including amounts payable by the Flat Purchaser/s to the Developers under this Agreement, shall always be the Flat Purchaser/s to the Developers and shall not

ason whatsoever.

If the Flat Purchaser/s neglect/s, omit/s or fail/s, for any reason whatsoever, to pay to the Developers any of the amounts due and payable by the Flat Purchaser/s under the terms and conditions of this Agreement including Purchaser's proportionate share of outgoings as mentioned in 'Annexure-VII' hereto (whether before or after possession of Flat is taken) on their respective due dates and/or within the time herein specified or if the Flat /Shop Purchaser/s commit/s breach of any of the terms and conditions herein contained and contained in the documents herein referred to or prevents the Developers from exercising their rights as provided in this Agreement, then in that event, the Developers shall be entitled at their option to resume possession of the said Flat and this Agreement shall cease and stand terminated and the money already paid by the Flat Purchaser/s to the Developers shall stand absolutely forfeited to the Developers and the Flat Purchaser/s shall have no claim for refund or repayment of the money and the Flat Purchaser hereby agrees to forego all his/her/their right, title and interest in the said Flat and under this Agreement and in such event the Flat Purchaser/s and/or his/her/their nominee or nominees shall also be liable to immediate ejectment as a trespasser. On termination of the Agreement, Developers shall be at liberty to dispose of and sell the said Flat to such person/s and at such price as the Developers may, in their absolute discretion, think fit.

39. In the event of non-observance and non-performance of any of the provisions of this Agreement on the part of the Flat Purchaser/s or if the Flat Purchaser/s in any other way default/s of fail/s to performe observe any of the covenants and stipulations herein mentioned in the documents herein referred to, this agreement shall, a the option of the Developers, come to an end and all rights, the Flat Purchaser/s in respect of the said Flat shall extinguish anti-the Purchaser/s shall not be entitled to take any objection or make and claim in respect thereof.

40. The Flat Purchaser/s hereby agree/s to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further the Developers are not bound to give notice requiring such

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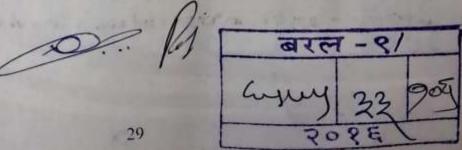
payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates, the Flat Purchaser/s make/s any default in making payment of any of the Flat Purchaser/s make/s any default in making payment of any of the amounts payable under the terms of this Agreement on the respective due dates, without prejudice to the rights of the Developers to treat such default as a breach of this Agreement and the right of the Developers to terminate this Agreement, the Flat Purchaser/s shall be Developers to the Developers interest @21% per annum on amount due for the period of the delay in payment of such amount. The Developers shall in respect of any amount payable by the Flat Purchaser/s, under the terms and conditions of this Agreement, shall purchaser/s, under the terms and conditions of this Agreement, shall have a first lien and charge on the said Flat agreed to be acquired by the Flat Purchaser/s.

- 41. The Developers shall give possession of the said Flat to the Flat Purchaser/s only after the Flat Purchaser/s has/have paid to the Developers in full all the amounts and deposits that are payable under the terms and conditions of this Agreement and/or other additional or supplemental agreements.
- 42. The Flat purchaser/s hereby agree/s and confirm/s that in the event of the Flat Purchaser/s insisting on observance and performance of any of the terms and conditions of this Agreement or for carrying out any requirements and the Developers unable or unwilling to comply with the same, irrespective of the nature of such requirements, requisitions or the obligations, then the Developers shall have an option to terminate this organization and pay back all the amount/s paid by the Flat Purchaser/s to the Developers as provided under the provisions of the Maharashtra Ownership Flat Act and the Flat Purchaser/s shall not be entitled to insist upon the Developers and require to comply with or discharge such require is and/or the obligations as the case may be.

enforcing the terms of this Agreement or any forbearance or any as a waive on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the

Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.

- 44. The Flat Purchaser/s hereby agree/s and give/s his/her/their consent that the Developers shall be entitled and at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title and interest in the said building, constructed without prejudice to the rights hereby granted in favor of the Flat Purchaser/s in respect of the said Flat agreed to be purchased by the Flat Purchaser/s.
- 45. The Flat Purchaser/s agree/s and undertake/s on demand, to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, matters, things, documents, letters, writings and papers as may be reasonably required by the Developers for further, better or more perfectly effectuating or preserving the right and interest of the Developers or for securing the due fulfillment of the provisions thereof.
- 46. All costs, charges and expenses in connection with the formation of the Co-operative Housing Society and/or acquiring Membership Rights in the Registered Co-operative Housing Society as well as the costs of preparing, engrossing, stamping and registering this Agreement or any other final documents of transfer to be executed by the said Owners in favor of such Co-operative Society or Societies and the professional costs, charges and expenses payable for the same shall be paid by the Flat Purchaser/s immediately on demand. All costs, charges, standard and penalties, if any, under Bombay Stamp Act, registration charges and other expenses of and incidental to this Agreement, shall be to true.
- 47. The Flat Purchaser/s hereby agree/s to bear and pay all the statutory dues including service tax or sales tax etc., attended the Works Contract Act, any other statutory enactment and shall not hold the Developers liable or responsible for the same. The Flat Purchaser/s also agree/s and undertake/s to indemnify and keep indemnified the Developers against any losses, suits, claims, demands etc. which may arise due to such acts or enactments.



- 48. The Flat Purchaser/s, after execution of this Agreement, she his/her/their own costs, lodge this Agreement within the time prescribed under the Registration Act, with the concerned Sub-Registration Assurances forthwith and inform the Developers in writing sufficient advance, to enable them to admit execution of the same.
- 49. The Flat Purchaser/s herby Agreed/s to pay all the Taxes if a Scrutiny or demand raised by the Income Tax office for the deferent Agreement Value and Market Value as per Government norms. Whales Tax/Demand raised by the income tax office for the market value of the said flat the tax will be Payable and Born by the Purchases only and the purchases will Agreed to pay the same whenever the Notice raised income tax office in future in this case the developer will be no responsible for the same.
- 50. This Agreement Stamp duty, Registration fee, Service & Vat Tay payable by the Developer.
- 51. All letters, receipts and/or notices to be issued by the Developen and to be served on the Flat Purchaser/s as contemplated by the Agreement or other law, shall be deemed to have been duly served, if sent to the Flat Purchaser/s by Registered Post AD./Under Certificate of Posting at the address given by the Flat Purchaser/s, which is specified below: Mr. Nitin O. Singh,

Address: - 1/19, Shiv Shakti Chawl, Near Shanker Mandir, Tani Lane, Kandivali Village, Kandivali (W), Mumbai - 400 067.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces or parcels of leasehold land bearing C.T.S. No. 50 A. Part) admeasuring 1428.00 square meters or thereabout (i.e. 14230.00 sq. mtrs.) as per Lease Deed plus additional land in the form of ATBNIB (appeasuring about 198.00 sq. mtrs.) of Village Pahad Chregaon (West), Taluka Borivali, Mumbai Suburban District regether Village Structures standing thereon, situate, lying and being an Arbhash Nagar, Goregaon (West), Mumbai – 400 104 in the Registration District of Mumbai City and Sub-District of Mumbai Suburban and bounded as follows, that is to say:

On or towards the North:

By CTS No.50(part) Subhash Nagal

Society.

By Public Road (12.20 mtrs. wide).

Ovards the South

On or towards the East : By CTS No.50(part), New Subhash

Nagar CHSL.

On or towards the West : By existing Hanuman Nagar Public Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Common areas and facilities/limited common area and facilities. The land on which the building is located, the foundations, columns, girders, beams, main walls, lobbies, stairways, lift, lift room, pump room, suction tank, septic tank, soak pit. It is further clarified that if open stilt portion, terrace, open space, parking space or any other covered areas is allocated to any Purchaser or any other person/s and maintained by him/her/them, then the said portion shall not be covered under the definition of 'common areas and facilities'.

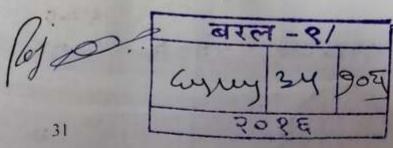
THE THIRD SCHEDULE ABOVE REFERRED TO:

(The mode of payment of the Purchase Price and other amounts to be paid by the Purchaser/s of the Flat to the Developers)

SCHEDULE OF PAYMENT

- Rs. 30, 00,000/- on or before the execution of these presents as 1. 2.
- Rs. 98,00,000/on or before completion of Plumbing Sanitary work,
- Rs. 2, 00,000/- on Possession being the balance of agreed sale consideration price as aforesaid within seven days of the Developers intimating in writing to the Purchaser/s that the said flat is ready for occupation in terms of Agreement any event prior to possession of the said Flats Purchaser/s whichever is earlier.

PROVIDED FURTHER that the Flat Purchaser shall installment of the purchase price within seven days horizon the intimation from the Developers that the Flat agreed to be purchased by him/her/them is ready for possession and if the Flat purchaser/s fail/s to make payments, the Developers shall be at liberty to exercise other rights as set out in the Agreement including the right to terminate this Agreement and sell the said Flat to any other person/s.



provided further that the certificate which may be issued by the Developers' Architect certifying that the work has commenced and/or respective work of the plinth/slabs etc. have been completed, shall be binding upon the Flat Purchaser/s and the payment of the installment shall be forthwith due and payable by the Flat Purchaser/s to the Developers.

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

SIGNED SEALED AND DELIVERED
by the within named DEVELOPERS
M/S. RAJ BUILDERS & DEVELOPERS

Proprietor Shri Rajesh A. Surti

Pan No. BBIPS0330P
In the presence of ...

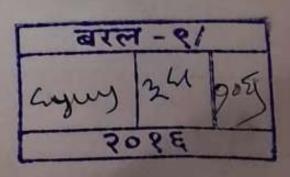
SIGNED AND DELIVERED
by the within named PURCHASER/S
Mr. Nitin O. Singh

Pan No. AWPPS3001E
In the presence

Shann







PAYAL. B. KOTWANI B. COM., LL-B.LL-M ADVOCATE HIGH COURT

F-39, Sez Plaza premijes Lie Near Nutan Vidya Mardir Marve Road, Malad (West), Mumbai 400 064, TEL: 40048070

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onwired therein.

TITLE REPORT

I have investigated the title for M/s. Raj Builders & Develope having administrative office at Flat No. 404, Sheetal Enclaves New Link Road, Malad (West), Mumbai 400 064, hereing referred to as 'The Developers' with respect to the Property s particularly described hereunder.

DESCRIPTION OF THE PROPERTY I

All that pieces or parcels of leasehold land bearing CTS & 50-A (Part) admeasuring 1428 square meters or thereals (i.e. 1230.00 sq. mtrs. As per Lease Deed plus addition land in the form of NTBNIB admeasuring about 198.00 s mtrs.) of Village Pahadi, Goregaon (West), Taluka Boni Mumbai Suburban District, together with existing structures standing thereon, situate, lying and being Subhash Nagar, Goregaon (West), Mumbai 400 090 in Registration District of Mumbai City and Sub-District Mumbai Suburban and bounded as follows:

On or towards the North:

By CTS No.50(part) Subba

Nagar Society

On or towards the South:

By Public Road (12.20 mm

wide)

On or towards the East

By CTS No.50(part), New

Subhash Nagar Socy

On or towards the West:

By existing Hanuman Nagal

Public Road

Public Road
Public Road

Public Road

Property

Inafter collectively referred to as 'the said Property'



DOCUMENTS

We have perused the photocopies of the following documents:

- Copy of Indenture of Lease dated 10th February, 1989, executed and entered into between Maharashtra Housing & Area Development Authority, (therein referred to as 'the Authority' and hereinafter referred to as 'MHADA') of the One Part and 'Navjagruti Subhash Nagar Goregaon Cooperative Housing Society Ltd.' duly registered under the Maharashtra Co-operative Societies Act, 1960 and Rules there under bearing registration No. BOM (W.P.)/ HSG (TO)/3924/1988-89,on terms, conditions and covenants as contained therein.
- Deed of Confirmation dated 12th April, 1994 executed between MHADA and Goregaen Navjagruti Co-operative Housing Society Ltd registered at Bandra SRO under Sr. No 1989/1994 on 21-4-1994.

3. Deed of Rectification executed by MHADA and "Goregaon Navjagruti Co-operative Housing Society Ltd.' (instead of Co-cperatogon S Navjagruti Subhash Nagar Goregaon Housing Society Ltd) duly registered at Bandra SKO bearing Registration No. 1988/1994 on 21st April, 1964. 4. Copy of Development Agreement dated 29th February executed and entered into between the said Socialization 'Goregaon Navjagruti Co-Operative Housing Society Lorden and the Developers viz. M/s. Raj Builders & Developers which is duly registered under serial no. BDR-5/ 2056/ 2008 before the Joint Sub-Registrar, Borivali No. 2. M.S.D. on 1st March, 2008 and to this effect the Registering Authority has also issued the Index-I thereof 5. Copy of Irrevocable Power of Attorney dated 29th February

2008 executed in favour of the said Developers viz. M/s. Ra

Builders & Developers which is also duly registered under

serial no. BDR-5/ 2057/ 2008 before the Joint Sun March, 2008 Registrar, Borivali No. 2, M.S.D. on 1st March, 2008.

- Registrar, Borros.

 6. Copy of NOC granted by MHADA, under a letter bearing Noc ARCH/ NOC/ F-1194/ 3908/ 2008 date. CO/ MB/ ARCH/ NOC/ F-1194/ 3908/ 2008 dated 29 July, 2008 for the redevelopment of the said Property, as per DCR 1991, 35(2) on certain terms and conditions as set out
- 7. Copy of Intimation of Approval dated 24th October, 2008 under file No. EB/CE/9670/BS/AP IOD for construction of the proposed composite buildings on the said property,
- 8. Copy of Commencement Certificate dated 7th January, 2009 upto stilt slab level of 'A' & 'B' Wings have been issued by Executive Engineer, B.P. (W.S.), P Ward of M.C.G.M for construction of the proposed composite buildings on the said
- 9. Copy of Letter issued by MHADA under letter bearing No. CO/ MB/ ARCH/ NOC/ F-1194/ 3458/ 2009 dated 27 July, 2009 addressed to the Secretary, Goregaon Navjagruti Co-operative Housing Society Ltd., for grant of 2197.20 sq mtrs. (i.e. 2034.45 sq. mtrs. for Residential use plus 162.75 sq. mtrs. for Commercial use) allotment of additional T.D.R for commercial use.,

10. Copy of NOC granted by MHADA, under letter bearing No. CO/ MB/ ARCH/ NOC/ F-1194/ 4271/ 2009 dated 10th September, 2009 for the redevelopment on the plot of land in aggregate admeasuring 1428.00 sq. mtrs. or thereabout life. 1230.00 sq. mtrs. as per Lease Deed plus additional land in he form of NTBNIB admeasuring about 198.00 sq. mtrs subject to the compliance of the terms and conditions as sel out therein.

11. Copy of Amended Plans granted by the Executive Engineer Building Proposal (W.S.), 'P' Ward under his Letter bearing No. CHE/ 9670/ BP (WS)/ AP dated 4th March, 2010 on the total plot area of 1428.00 Sq.mts. for the construction of the

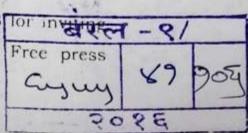
proposed composite building.

- 2. Copy of another Letter issued by MHADA bearing No. CO/MB/Arch/NGC/F-396/2245/2011 dated 11th April, 2011 addressed to the Secretary, Goregaon Navjagruti Co-operative Housing Society Ltd., , for Allotment of additional buildable area of 2340.70 sq. mtrs.
- 13. Copy of another Letter bearing No. CO/ MB/ ARCH/ NOC/ F-396/ 5042/ 2011 dated 9th August, 2011 issued by MHADA addressed to the Executive Engineer (P & R ward), Building Proposal department (WS), granted 'NOC' for the redevelopment on the said Property.
- 14. Copy of Amended plans granted by the Municipal Corporation of Greater Mumbai under Letter bearing No. CHE/ 9670/ BP (WS)/ AP dated 10th December, 2012 for the construction of the proposed composite building;
- 15. Copy of approved Parking Layout Plan issued by the Dy. Chief Engineer (Traffic), Municipal Corporation of Greater Mumbai by their letter No. Dy.Ch.E/P-596/ Traffic of 24.08.12.
- 16. Copy of Undertaking dated 13th December, 2012 given by the Developer to MCGM
- 17. Copies of Resolutions passed by the said Society in Meetings.
- Copies of property Register Card in respect of the Property.
- 19. Search report Dated 2nd February, 2008, 4th October, and 24th January, 2013 of searches carried out by Mr. N. D. Rane, Search Clerk for the period starting from 1978 to

2013.

20.

Copy of Public Notice dated 11th January, 2013 for in the Claims on the said Property, inserted in the Free press Journal and Nav Shakti Newspaper.



DEVOLUTION OF TITLE & DEVELOPMENT AGREEMENT
AND PERMISSIONS:

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- The Maharashtra Housing & Area Development Authority Corporation Constituted under the Maharashtra House 1. and Area Development Act, 1976 (therein referred to as MHADA). Authority' and hereinafter referred to as MHADA) has be and is the absolute Owner of all the piece or parcel of the piece or thereal admeasuring 1230 Square Metres or thereabout bearing the part and C.T.S. No. 50-A (Part) (forming the part and parce) of the MHADA's Estate; of Revenue Village Pahadi, Goregaon (West) situate at Subhash Nagar, Goregaon (West), Mumbai 400 090 (hereinafter referred to as 'the said Plot of Land')
- By and under an Indenture of Lease dated 10th February 2. 1989, executed and entered into between MHADA, the Lessor of the One Part and 'Navjagruti Subhash Nagar Goregaon Co-operative Housing Society Ltd.', the Lessee of the Other part and the said lease is duly registered under the Maharashtra Co-operative Societies Act, 1960 and Rule thereunder bearing registration No. BOM (WP)/ HSG (TO) 3924/ 1988-89, whereby MHADA granted a lease for a period of 30 years commencing from 10th February, 1991 with an option of further renewal of the lease terms and demised the piece or parcel of land admeasuring 1230 s mtrs or thereabout bearing C.T.S. No. 50-A (Part) forming the part and parcel of the MHADA's Estate; of Revenue Village Pahadi, Goregaon (West) situate at Subhash Nagar, Goregaon (West), Mumbai 400 090 (hereinaster referred to 8 'the said Plot of Land') unto the said Society for 'Slum subject to the payment d improvement charges and the yearly rent reserved and on Scheme', the terms, conditions and covenants as contained therein. By and Under a Deed of Rectification executed by MHADI and "Goregaon Navjagruti Co-operative Housing Society Little rectifying the name of the Society as" Goregaon Navjagrul Co-operative Housing Society Ltd" instead of Navjagrus Subhash Nagar Goregaon Co-operative Housing Society Life as referred in the Indenture of Lease dt. 10th February, 1989



and the said Society Goregaon Navjagruti Co-operative Housing Society Ltd' is hereinafter referred to as 'the said Society'). The said Deed of Rectification is duly registered at Bandra, SRO bearing Registration No. 1988/1994 on 21st April, 1994.

By and Under a Deed of Confirmation dated 12th April, 1994 executed between MHADA and Goregaon Navjagruti Cooperative Housing Society Ltd registered at Bandra SRO under Sr. No. 1989/1994 on 21-4-1994.

It appears that the said Plot of land owned by MHADA, was fully encroached upon by the slum and/or hutment dwellers (now, members of Goregaon Navjagruti Co-operative Housing Society Ltd.), who have been sitting thereon, since last many years as such the said property is censused slum colony on MHADA records. The said Property is falling in 'Residential Zone', as per the Revised Development Plan as published by MCGM and sanctioned by the State Government.

It also, appears that the members of 'Goregaon Navjagruti Co-operative Housing Society Ltd.' decided to avail the benefits of the Slum Upgradation Scheme/ Redevelopment Scheme as MHADA Norms and also, for per prevailing of accordance with the implementation in Development Control Regulations for Greater Mumbai, as amended till date.

The Said Society Pursuant to the Resolution passed by General Body Meeting gave the Redevelopment rights for the implementation of the said Redevelopment Scheme for the benefits of the members of the said Society in respect of the

Said Property to the said Developers.

b.

Society Ltd.', on the one hand and the Developers viz. M/s.
Raj Builders & Developers on the other hand, the said
Society has entrusted the development rights to the said

35.02

By and Under a Development Agreement dated

Developers in respect of the said Property and also, for implementation of the said Redevelopment Scheme for benefits of the members of the said Society, on the terms conditions as recorded therein, which is duly register under serial no. BDR-5/ 2056/ 2008 before the Joint & Registrar, Borivali No. 2, M.S.D. on 1st March, 2008 and this effect the concerned Registering Authority has a issued the Index-II thereof.

- 9. The said Society has executed an Irrevocable Power Attorney dated 29th February, 2008 in favour of the Septembers viz. M/s. Raj Builders & Developers for the fulfillment of the purposes of the aforesaid Development Agreement dated 29th February, 2008 and also, for obtaining various permissions and sanctions from MHADA, MCGM and other concerned Authorities for implementation of the september Scheme on the said Property, which is also duly registered under serial no. BDR-5/ 2057/ 2008 before the Joint Sub-Registrar, Borivali No. 2, M.S.D. on 1st Mart. 2008.
- for obtaining various permissions and sanctions through their Architects viz. Mahendra N. Associates under DO 35(2) of Development Control Regulations for Great Mumbai, 1991 as amended upto date, in order to provide bonafide members of 'Goregaon Navjagruti Co-operate Housing Society Ltd.' permanent alternative accommodate as and by way of new residential flat/s, in lieu of the respective premises in the old structures, the then stands on the said property.

Subsequently, MHADA has granted NOC under a left bearing No. CO/MB/ARCH/NOC/F-1194/3908/2006 dated 29th July, 2008 addressed to the Executive Engineer Building

Building Proposal (W.S.), 'P' Ward for the redevelopment the said Property, as per DCR 1991, 35(2) on certain tended conditions as set out therein, and at the instance

MHADA carried said Pro Subseq

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MHADA, the City Survey Officer, Borivali, M.S.D. has also carried out actual survey and measurements at site, of the said Property.

- Subsequently by an Intimation of Disapproval dated 24th October, 2008 under file No. EB/CE/9670/BS/AP IOD for construction of the proposed composite buildings on the said property.
- 13. Copy of Commencement Certificate dated 7th January, 2009 upto stilt slab level of 'A' & 'B' Wings have been issued by Executive Engineer, B.P. (W.S.), P Ward of M.C.G.M for construction of the proposed composite buildings on the said property.
 - Copy of Letter issued by MHADA under letter bearing No. CO/ MB/ ARCH/ NOC/ F-1194/ 3458/ 2009 dated 27th July, 2009 addressed to the Secretary, Goregaon Navjagruti Co-operative Housing Society Ltd., having considered the request of the said Society, for grant of 2197.20 sq. mtrs. (i.e. 2034.45 sq. mtrs. for Residential use plus 162.75 sq. mtrs. for Commercial use) allotment of additional T.D.R. for commercial use, as per the policy of Authority vide Mumbai Board's Resolution No. 239/ 2496 dated 6th February, 2009 and also, for allotment of 2197.20 sq. mtrs. additional B.U. in the form of T.D.R. (to be purchased by the said Developers from open market or MHADA, at their own costs and expenses) for the proposed building, to be constructed on the said plot admeasuring about 1428.00 sq. mtrs. (i.e. 1230.00 sq. mtrs. as per Lease Deed plus additional land in the form of NTBNIB admeasuring about 198.00 sq. mtrs.) subject tere
 - Copy of NOC granted by MHADA, under letter bealing No. 2086

 CO/ MB/ ARCH/ NOC/ F-1194/ 4271/ 2009 dated 10th

 September, 2009 addressed to the Executive Engineer,

 Building Proposal (W.S.), 'P' Ward, MHADA granted 'NOC'

 for the redevelopment on the plot of land in aggregate

the compliance of the terms and conditions as set out

therein.

admeasuring 1428.00 sq. mtrs. or thereabout (i.e. 1230) sq. mtrs. as per Lease Deed plus additional land in the for of NTBNIB admeasuring about 198.00 sq. mtrs.) as per the policy laid down by MHADA under Resolution No.6260 day 4th June, 2007 and Resolution No. 6397 dated 5th May, 2004 respectively, subject to the compliance of the terms and conditions as set out therein.

- Copy of Amended Plans under approval granted by the 16. Executive Engineer, Building Proposal (W.S.), 'P' Ward under his Letter bearing No. CHE/ 9670/ BP (WS)/ AP dated 40 March, 2010 on the total plot area of 1428.00 Sq.mts. F.S.I. 1.00 and also, sanction/ approval (including deficiency of open space) has been granted by Municipal Commissioner for consumption of total 2.4 F.S.I. (including the permissible TDR to the extent of 2197.20 sq. mtrs. to be purchased from the open market or MHADA by the Developers at their own costs, for its utilization thereof) for the construction of the proposed composite building.
- 17. By and under another Letter issued by MHADA bearing No. CO/ MB/ Arch/ NOC/ F-396/2245/2011 dated 11th April, 2011 addressed to the Secretary, Goregaon Navjagruti Cooperative Housing Society Ltd., having considered the request of the said Society, for Allotment of additional buildable area of 2340.70 sq. mtrs. (i.e. 2143.22 sq. mtrs. for Residential use plus 197.48 sq. mtrs. for Commercial use beyond the existing BUA as per 2.5 FSI on demarcated Plot vide Mumbai Board's Resolution No. 262/2905 dated 30% December, 2010 and as per MHADA Resolution No. 6422 dated 7th August, 2009, the additional Land area adm. 198.28 sq. mtrs is to be amalgamated while executing rectification of Lease Deed. The Above Allotment is on the Sub-Divided plot as per demarcation Plan adm. About 1428.280 sq. mtrs i.e (Lease area 1230.00 sq. mtrs plus ditional land area 198.28 sq. mtrs. The Total Built up area as permitted upto existing BUA 1230.00 sq. mtrs plus

allotment of additional BUA 2340.70 sq. mtrs (i.e 2143.22 sq. mtrs for Residential use plus 197.48 sq. mtrs. for Commercial use) thus the total BUA is 3570.70 sq. mtrs only and existing 37 tenaments (retain carpet area up to 45sq. mtrs as per Govt. resolution No. 1109/36/dt 26th August, 2009 plus additional residential 47 tenaments aggregating to 84 tenaments, subject to the compliance of the terms and conditions as set out therein;

By and under another Letter bearing No. CO/ MB/ ARCH/ NOC/ F-396/ 5042/ 2011 dated 9th August, 2011 issued by MHADA addressed to the Executive Engineer (P & R ward), Building Proposal department (WS), granted 'NOC' for the redevelopment on the plot of land in aggregate admeasuring 1428.00 sq. mtrs. or thereabout (i.e. 1230.00 sq. mtrs. as per Lease Deed plus 198.28 as additional land) as per demarcation Plan as per the policy laid down by MHADA Vide MHADA Resolution No.6260 dated 4th June, 2007 and Resolution No. 6397 dated 5th May, 2009 respectively, subject to the compliance of the terms and conditions as set out therein;

19. Copy of Amended plans granted by the Municipal Corporation of Greater Mumbai under Letter bearing No. CHE/ 9670/ BP (WS)/ AP dated 10th December, 2012 for the construction of the proposed composite building;

The Dy. Chief Engineer (Traffic), Municipal Corporation of
Greater Mumbai by their letter No. Dy.Ch.E/P-596/ Traffic
of 24.08.12 addressed to Mahendra. N. Associates approved at Cr - 2/
the Parking Layout Plan of the proposed Building to be

constructed on the said property.

Registered undertaking dated 13th December, 2012 executed between M/s. Raj Builders and Developers and MCGM duy regd before Sub-Registrar Borivali -4 bearing regn. No. BRL-4/10810/2012

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22. In the Circumstances aforesaid, the said M/s. Raj Builders and Developers are having valid binding and subsisting

the Station When Lea-NORTY BU Description to

rights to carry on the Redevelopment of the said property bearing C.T.S. No. 50-A (Part) adm. 1428 square mitral thereabout of Village Pahadi, Goregaon (West), under Regulations 35(2) of Development Control regulations 1991

I have caused usual searches to be taken with the Sub-Registrar of Assurances at Bandra and Mumbai in respect of the said Property and also have inserted the Public Notice on behalf of the Developers in the Free Press Journal and Navshakti times on 11th January, 2013 and have not received any Objections/claims in respect of the said Property.

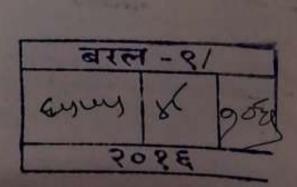
V. TITLE

IV

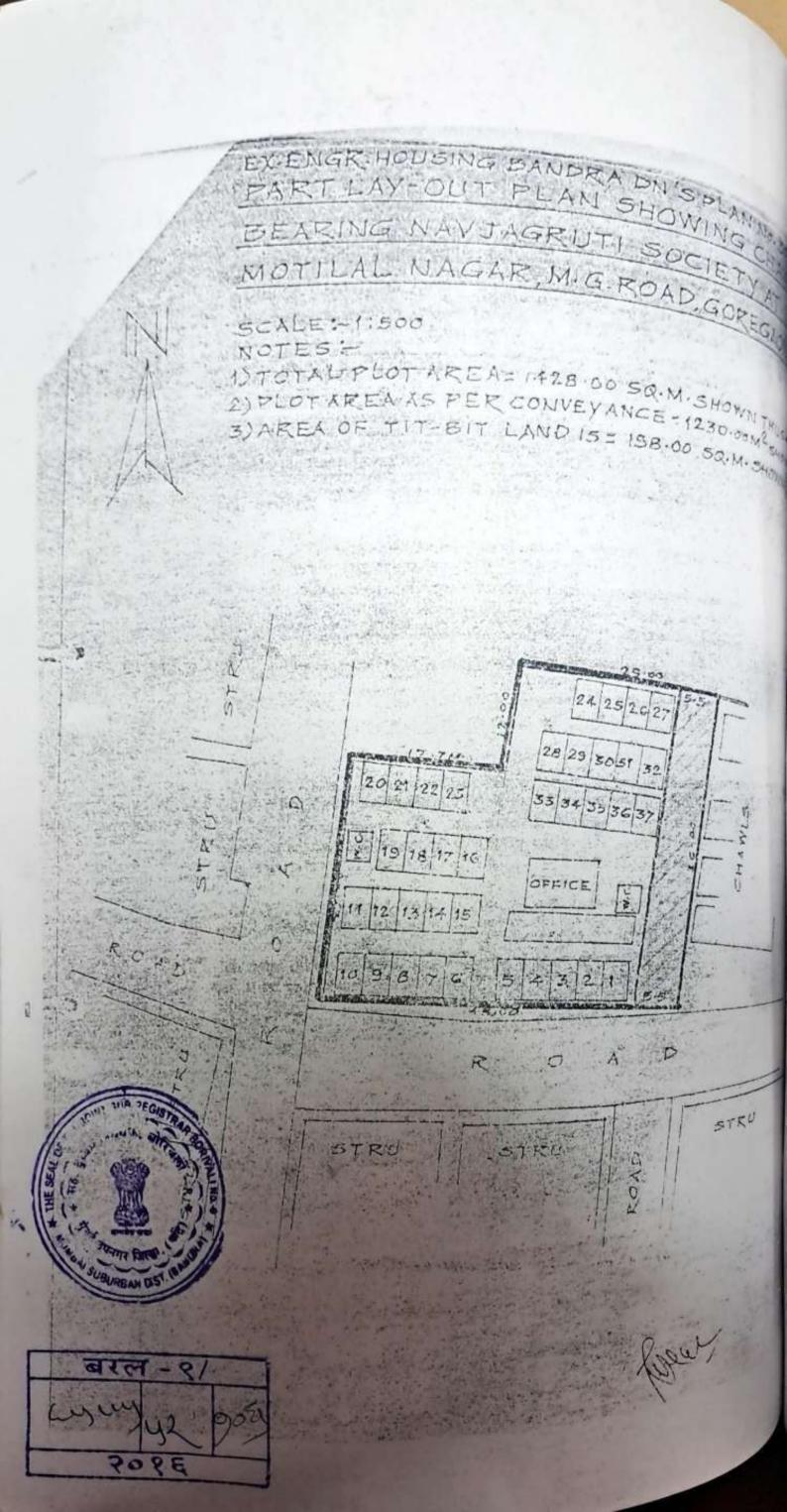
In view of the aforesaid, I am of the Opinion that the title of the Owners viz. Maharashtra Housing & Area Development Authority relating to the said Property is clear, marketable and free from all encumbrances and M/s. Raj Builders and Developers are entitled to implement the Redevelopment SCHEME of 'Goregaon Navjagruti Co-operative Housing Society Ltd.' in respect of the said property approved by MHADA, for the construction of new building/s thereon,

subject to the compliance of the terms and conditions set out in NOC, IOD dated 24th October, 2008 and Commencement Certificate dated 7th January, 2009 and Subject to what is stated above, M/s. Raj Builders & Developers are entitled to sell the flats/Units to be constructed by them in the Free Sale Component of the aforesaid Redevelopment Project.

Mumbai, dated this 27th day of January, 2013.



Sd/
(PAYAL. KOTWANI)
Advocate, High Court



BMPP-201-2006-10,000 Forms. (4 Pages F/B) DFFICE QF THE EX ENGR. SLDG. TO TA. (W.R.) BAP WARD THIS 1.0.D. IG.C. 18 ISSUED SUBJECT DE PABASAGE SUPEUKAR MARKET BLDG TO THE PROVISIONS OF URBAN LAND 346 KAND Teptying Please the 1997 BELING AND REGULATIONS ACT 1978 22 and date of this letter.

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

No. E.B./CE/ 9670

BS/A P

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MEMORANDUM

Municipal Office,

Mumbai200

Owner - Shri Rajesh A. Surti, C.A. to M/s. Goregaon Nav Jagruti CHS L

With reference to your Notice, letter No. 7980 dated 2008 and delivered on and the plans, Sections Specifications and Description and further particulars and details of your buildings at Proposed redevelopment on plot bearing CTS No. furnishe to me under your letter, dated Subhash Nagar, New Hanuman Road, Off. M.G. Road, or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Correction Act as a mended unto data my disconnectable to the section 346 of the Bombay Municipal Correction Act as a mended unto data my disconnectable to the section 346 of the Bombay Municipal Correction Act as a mended unto data my disconnectable to the section 346 of the Bombay Municipal Correction Act as a mended unto data my disconnectable to the section 346 of the Bombay Municipal Correction Act as a mended unto data my disconnectable to the section 346 of the Bombay Municipal Correction Act as a mended unto data my disconnectable to the section 346 of the Bombay Municipal Correction Act as a mended unto data my disconnectable to the section 346 of the Bombay Municipal Correction and the section 346 of the Bombay Municipal Correction and the section 346 of the Bombay Municipal Correction and the section 346 of the Bombay Municipal Correction and the section 346 of the Bombay Municipal Correction and the section 346 of the Bombay Municipal Correction and the section 346 of the Bombay Municipal Correction and the section 346 of the Bombay Municipal Correction and the section and the the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:-

> A - CONDITIONS TO BE COMPLIED WITH BEFORE ST THE WORK/BEFORE PLINTH C.C.

> 1. That the C.C. under Sec. 44\69 (1) (a) of the MATIPS not be obtained before starting the proposed works

2. That the compound wall is not constructed on all sides plot clear of the road widening line with foundation level of bottom of road side drain without obstructing the down rain water from the adjoining holding to prove holding before starting the work as per D.C.Reg.No.388

3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.

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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. oof on the public succession of the public suc requirements. nents.
Subject to your so modifying your intention as to obviate the before mentioned objections and meet by tequipe to your so modifying your intention as to obviate the before mentioned objections and meet by tequipe the grains of the gra Subject to your so modifying your intended as a subject to your so we have a s as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force. Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapprove Executive Engineer, Building Proposals, Zone, Wards. SPECIAL INSTRUCTIONS (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOU PROPERTY. (2) Under Section 68 of the Bombay Münicipal Corporation Act, as amended, the Municipal Commissions for Greater Mumbai has empowred the City Engineer to exercise, perform and discharge the powers, duties at functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act (3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-"Every person who shall erect as new domestic building shall cause the same to be built so that every pure the plinth shall be-"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point a we the drain from such building can be connected with the sewer than existing or thereafter to be-laid in such stear "(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) such building.) meters above Town Hall Datum." "(c) Not less than 92 ft. ((4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay more taxes is required to give notice of erection of a new building or occupation of building which has been vicin in Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus complianted this provision is punishable under Section 471 of the Act irresepective of the fact that the valuation of the post will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year it was the completion on occupation is detected by the Assessor and Collector's Department. tention if further drawn to the provision of Section 353-A about the necessary of submining no tion certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your pennses grant a pennission expression and to leavy penalty for non-compliance under Section 471 if necessary 347 (1) ba) of the Bernbay Municipal Corporation Act. Out the copy of the block plan should be submitted for the Collector, Mumbai Suburbs District Discussion for Non-agricultural use of the land shall be obtained from the Collection Submission before the work is started. The Non-agricultural assessment shall be paid at the site that my the Collector, under the Land Revenue Code and Rules thereunder. Attention is drawn to the notes Accompanying this Intimation of Disapproval. TRUE COPY pa y Busputates

- 4. That the specification for layout/D Proad/or access roads/
 development of setback land will not be obtained from
 E.E.Road Construction(W3)Z-IV before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D) of W.S.Z-IV/E.E.(T & C) before submitting B.C.C.
- 5. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.
- 6. That the structural design including provision of seismic/wind load and or calculations and for the proposed work shall not be submitted before C.C.
- 7. That the sanitary arrangement for workers shall not be carried as per Munl. Specifications and drainage layout will not be submitted before C.C.
- 8 That the regular /sanctioned/proposed lines and reservations will not be got demarcated at site through A.E (Survey)/E.E (T & C)/E.E.D.P.)/DILR before applying for C.C.
- 9. That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
- That the agreement with the existing tenent alongwith the plans will not be submitted before demolition of existing structure.

That the consent letter from the existing tenants for effections additions alterations in the existing tenants for effections proposed additions/alterations in their tenement will gor de submitted before describing of spirits submitted before demolition of existing structure.

That the Indemnity Eond indemnifying the Comparation for damages, risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted i C.C./starting the work.

13. That the enisting structure proposed to be demolished and shifted will not be demolished or necessary Phase Programme with agreement will not be submitted and got

RUE COpproved before C.C.

- That the requirements of N.O.C. of E.E. (3.W.D.)/E.E. (T&C)/E.E. (R.C.)/E.E. (SEW)/E.E. (W.W.) will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate / B.C.C.
- That the qualified/registered site supervisor through 15. Architects / Structural Engineer will not be appointed before
- the No dues Pending That 16. Certificate A.E.(W.W.)P/ South shall be submitted before C.C.
- That the N.O.C. from A.A. & C. (P/S) shall not be 17. submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
- That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
- That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.
- That the regd. u/t. from the developer to the effect that meter cabin, Still Portion, society office, servants toilet. part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
- That the development charges as per M.R.T.P. Act (Amendment) Act 1992 will not be paid before C.C.
- That the C.T.S. Plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.
- That the provision from Reliance Energy Ltd. shall not be 23. made.
- 24. That the P.C.O. Charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malario .. etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall not be made as and when required by insecticide officer for inspection of water tanks by providing sofe and stable ladder etc. and requirements as communicated by the Essecticide Officer shall not be complied with

That the separate P.R.C. for setback shall not be mitted before requesting balance F.3.I.

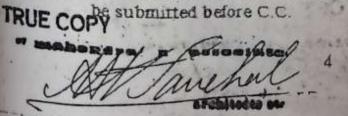
B ISSUED BUSJECT THE PROVISIONS OF URBAN LAND TRUE COPY SELING AND REQULATIONS ACT 1876

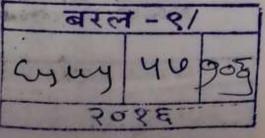
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2 4 OCT 2008

- 26. That the proportionate sewerage line charges as worked out by Dy.Ch.Eng. (New. Planning) shall not be paid in this office before requesting for C.C.
- 27. That the Janata Insurance Policy shall not be submitted before C.C.
- 28. That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- 29. That the NOC from society alongwith extract of general body resolution for development, addition & alteration shall not be submitted before C.C.
- 30. That the regd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.
- 31. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
- 32. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
- 33. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
- 34. That the alternate arrangement for drinking water shall not be made for the existing tenants before demolishing the successful existing overhead water storage tank before C.C.
- 35. That the requirement of clause 40 & 41 of D. 43. (1991 shall not be incorporated in proposed plan and requirements shall not complied with before submitting B.C.C.
- the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commission while developing plots having area more than 1000 sq mtrs.
- 37. That the PAN Card with the photo of the applicant as per prescribed proforms shall not be submitted.

38. That the N.O.C. from A.E. (Environment) debris shall not





- That the boxe well shall not be constructed in 39. consultation with H.E. before requesting for C.C.
- That all exterior wall shall not be constructed as per 40. circular No.C/PD/12387 dtd. 17.03.2005.
- That the N.O.C. from Additional Collector for royalty of 41. excavated earth will not be submitted
- That the requisitions from fire safety point of view as per 42. D.C.R. 1991 shall not be complied with
- That the use of fly ash bricks and fly ash based building material shall not be used in construction work and test report to that effect will not be submitted to this office.

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

- 1 That the plinth/stilt height shall not be got checked by this office staff.
- 2. That the water connection for construction purposes will not be taken before C.C.
- 3. That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved before C.C.
- 4. That the permission for constructing temporary structure of any nature shall not be obtained.

C. GENERAL CONDITIONS TO HE COMPLIED BEFORE O.C.

- 1. That the conditions of MHADA lease agreement/Govt. order shall not be complied _dated_ with and compliances of conditions mentioned therein will not be submitted before submission of B.C.C.
- 2. That the final N.O.C. from MHADA shall not be submitted and requirements therein shall not be complied with before submission of B.C.C.

3. That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.6.1978.

at 3.00 mt wide paved pathway upto staircase will not be baided. That he surrounding open spaces, parking spaces and terrace will not be kept open.

BUSD SUBJECT CILL CE URBAN LAND SELMESTAL REQUESTIONE ACT 1075

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BUILDING PRODUCERS

2 4 OCT 2008

- 6. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
- 7. That carriage entrance shall not be provided before starting the work.
- 8. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years.
- 9. That the non-agricultural permission/revised N.A. shall not be submitted before occupation.
- That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
- That final N.O.C. from H.E. (Deptt.) / E.E. (S.W.D.) / E.E. (R.C). / E.E.(T.&C.)/E.E. (sew) shall not be submitted before occupation. THE LOCK TO THE SHIP SHALEST

ATMARIA CONTRACTOR PROBLEM ... That final N.O.C. from A.A. & C. P/Northoshall not be CCAWC(AW) submitted before occupation.

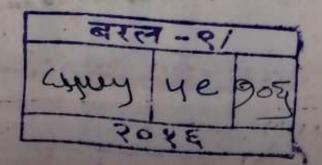
- That the Co.Op. Hsg. Society of the prospective purchaser shall not be formed and regd, certificate to that effect shall not be submitted before B.C.C.
- That Structural Engineers laminated final Stability Certificate along with upto date Licence copy and R.C.C. design canvas plan shall not be submitted.
- That the debris shall not be removed before submitting 15. B.C.C.

That canvas mounted plans shall not be submitted altrigues with Notice of Completion of work u/sec. 353A of MACCASTON work completed on site.

That every part of the building constructed and particularly O.H. tank will not be provided with proper a for staff of P.C.O. office with a provision of ladder.

18. That Site Supervisor certificate for quality of Sites and completion of the work shall not be submitted in prescrib format.

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- 19. That some of the drains shall not be laid internally with
- 20. That in case of Govt / MHADA layout, the regd u/t thall not be submitted stating that the shortfall in area of PRC shall not be set right by availing additional area from MHADA authority or by demolishing the excess area
- per the design and specifications of organizations/ individuals specialized in this field, as per the list furnished by Jolid Waste Management Department of M.C.G.M., shall not be provided to the satisfaction of Municipal Commissioner.

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

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

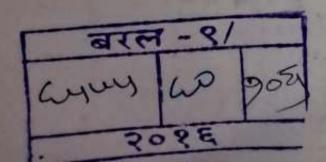
THIS I.O.D.JC.C. IS ISSUED SUBJECT
TO THE PROVISIONE OF URBAN LAND
GELING AND REGULATIONS ACT 1873
My Documents\SJR\IOD\9670.doc

EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) FWAI

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No. EB/CE/ 4670 /BS

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The work should not be started unless objections

are complied with

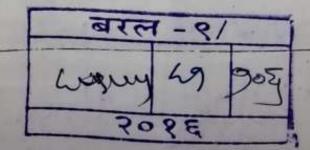
- A certified set of latest approved plans shall be displyed on site at the time of commencement the work and during the progress of the construction work.
- Temporary permission on payment of deposite should be obtained any shed to house and store for constructional purposes, Residence of workmen shall 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 flusing system with necessary drainage arrangement should be provided on site workers, before starting the work.
 - Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposite for the construction of carriage entrance, over the road-side drain.
- The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 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 debrics, 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.
- No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
 - 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.
- All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.

of

- No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- The acces road to the full width shall be constructed in water bound macasant before commending work and should be complete to the satisfaction of Municipal Commissioner including asphalting thing and character before submittion of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed
- 7) The surrounding open spaces around the building should be consolidated in concrete having broke glass neces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from abjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.

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- This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further without an interest such as the state of the purpose of enabling you to proceed further without an interest such as the state of the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling you to proceed further without an interest such as the purpose of enabling your proceed further without an interest such as the purpose of enabling your proceed further without an interest such as the purpose of enabling your proceed further with the purpose of enabling your proceed furthe This Intimation of Disapproval is given exclusively to proceed further without an inimation about on the Pant Act and in the event of your proceeding with the work either without an inimation about on the land of the work without removing the work without an interest with the work without an interest without with arrangements of obtaining No Objection Certification with the work either without an inimation about control of the Rent Act and in the event of your proceeding with the work without removing the structures proceeding the work without removing the structures proceeding the conditions under which this Let. of the Rent Act and in the event of your processing the work without removing the structures proposed to the act shall be taken as a severe breach of the conditions under which this Intimation of Discontinuous and the section of Di the work under Section 347 (1) (aa) or yet the work under Section 347 (1) (aa) or yet the work under Section 347 (1) (aa) or yet the work under Section 347 (1) (aa) or yet the section 347 (1 be removed the act shall be taken as a seven and the commencement certificate granted under Section of Disappend is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Town Planning Act), will be wine as the sanction of Disappend in the sanction of Disappend is in the sanction of Disappend in the sanction of is issued and the sanctioned will be level and the sanctioned will be level and the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with the with the sanction as the level and the level
- If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstructures approved plans should not be taken up in hand unless the City Engineer is satisfied. If it is proposed to demoush the existing the taken up in hand unless the City Engineer is satisfied with the
 - following:
 (i) Specific plans in respect of eviciting or rehousing the existing tenants on hour stating their number and the
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting Plans showing the phased programmer of construction, the Development control Rules regarding
- (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 I metre
- The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- The water arrangement must be carried out in strict accordance with the Municipal requirements. (28)
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30). All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mesquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hightly serving the purpose of a lock and the warning pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm indianess the cistern shall be made easily, safely and permanently a ceasible 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

(31) No broken buttles should be fixed over boundary walls. This prehibition refers only to broken buttles to act to the use of plantages for coping over compound wall.

(a) Louvres should be provided as required by Bye-law No. 5 (b).

(16) Line Ser Arches should be provided over Door and Window opening.

(c) Thousains should be laid as require under Section 234-1 (a).

na will do so at your tion to a should be plastered inside and outside.

A tip of a is intended to be carried out on old foundations and structures, y

12 4 OCT 2008

COPY TO LICENSET SURVEYOR/OWNER

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NO.CO/ MB/ARCH/NOC/ F-396/5062/2011, Dated 918111.

Executive Engineer (P & R ward), Building Proposal Department (WS), M.C.G.M. Thakur Complex, Kandivali (E), Mumbai - 400101

Subject:

NOC for proposed Redevelopment on the plot bearing CTS No.50-A, Village-Goregaon (W) situated at Subhash Nagar, Goregaon (W) Mumbai-400090 for Subhash Nagar Nav Jagruti Co-Op. Housing Society Ltd.,

Reference:

This office Offer letter No. CO/MB/Arch /NOC /F-396 /2245/2010, dt. 11-04-2011

M/s. Mahendra N. Associates's letter dated 18-05-2011

The Society has complied with all requisites for obtaining No Objection certificate (NOC) for redevelopment of their existing property under subject. There s no objection of this office to undertake construction by society as per the roposal of the said society under certain terms and conditions, on the Plot dmeasuring about 1428.28 m² (i.e. 1230.00 m2 as per lease deed + 198.28 m2 s additional land) as per demarcation plan. The NOC is granted as per policy laid own by the MHADA vide MHADA Resolution Nos. 6260 Dt. 04/06/2007, esolution No. 6397 dated 5/05/2009 & Resolution No. 6422 dated 07/08/2009 bject to following conditions. The other additional terms and conditions as per nexure-I shall also apply & are appended separately.

TERMS & CONDITIONS

The work of redevelopment should be carried out as per this office along with detailed proposal, as per prior approval

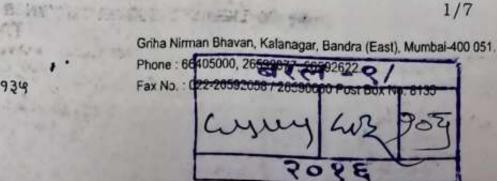
Necessary Approvals to the plans from M.C.G.M. should be starting of work.

The work should be carried out under the supervision the Registered Architect and Licensed Structural Engineer.

The work should be carried out entirely at applicant's own risk and cost and MHAD Board will not be responsible for any mishap or irregularity at any

1/7

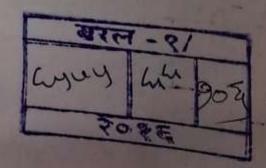
नानगर, वान्द्रे (पूर्व), मुंबई - ४०० ०५१. ०, २६५९२८७७, २६५९२६२२ ५५९२०५८ / २६५९०६६० पत्रपेटी क्र. ८१३५



- After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap / collapse occur, the course of the same will be taken to avoid mishap. course of redevelopment will lie with NOC holder. However all the necessary measures shall be taken to avoid mishap / collapse and responsibility of the same with responsibility of the same shall be taken to avoid mishap / collapse and the precautionary measures shall be carried out under precautionary measures street precautionary measures street shall be carried out under street out under stre
- The proposal of issue of NOC for obtaining occupation Certificate from MCGM The proposal of issue of recommendation will have to be submitted along-with the
- Copy of approved plan along-with copy of IOD & C.C. from MCGM. The name of the occupiers against concerned tenements proposed to be allowed to of the occupiers against concerned tenements proposed to be allotted in new NO a) building should be clearly shown in the plan along-with carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area
- The concerned Architect & NOC Holder / Developer should give certificate that and helder the newly constructed building is in accordance with the plans approved by MCGM & the tenements constructed for rehabilitation of the occupiers of m8/V building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.
- Photographs of the newly constructed building taken from various angles. c)
- If it is subsequently found that the documents / information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the image at consequences / losses, if any thereof if arises in future.
- Necessary trial pits / trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed to lesser accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. Consultant / Structural Engineer, registered with An A

As far as possible separate building for rehabilitation of existing tenants & for the propose of free sale, taking into account the plot area of the captioned all be constructed. The NOC holder has to form the independent Society for rehab building of tenants as well as for free sale the giving possession to the existing tenants & prospective whore er possible.

> older proposes to construct separate buildings for rehab and free the Commencement Certificate for free sale buildings shall be after the work of rehab buildings is started.



SUNEXU

The additional Tit-Bit Plot / NTBNIB area beyond leased plot area is allotted along with 2.5 FSI of the said tit-bit/NTBNIB plot to facilitate redevelopment on the total plot and to create additional housing stock. These Titbit/NTBNIB plots are the property of MHADA & the permissible FSI on them are a part of balance FSI in the Layout. On approval of the layout, the 2.5 rsi on roads, open spaces and such tit- bit plots shall be clubbed for computation of prorata BUA per tenements and shall be duly adjusted deducting 2.5 FSI on tit-bit/ NTBNIB plots already allotted to the Society.

It is, therefore, directed that the proposed work would be carried out strictly adhering to the terms and conditions as mentioned above. In case of any breach to above condition & other terms and conditions annexed herewith, the NOC will stand cancelled.

Now, MHADA is considering the proposal for amendment of the layout for 2.5 FSI. Further 2.5 FSI is granted to the society on the notionally subdivided area, hence the proposal should be considered for 2.5 FSI and all the directives given in the Govt. Resolution of U.D.D. vide No. TPB /4308 /74 /C. NO.11 /2008 /UD-11, dated 6/12/2008 shall be applicable to the society.

ENCL. - ANNEXURE -I

(Draft copy approved by CO/MB)

for Chief Officer, M. H. & A. D. Board. Mumbai - 51.

Copy to Lessee: - Secretary, Subhash Nagar Nav Jagruti Co-Op. Housing Society Ltd. Subhash Nagar, Goregaon (W), Mumbai-400090 ENCL.- ANNEXURE -I

Copy to Architect: M/s. Mahendra N. Associates, 6/1, Radha Kuni Bhabhal Naka, Before Ram Mandir, L. T. Road Borivali. (E), Mumbai-92 for information Encl.- ANNEXORE -I.

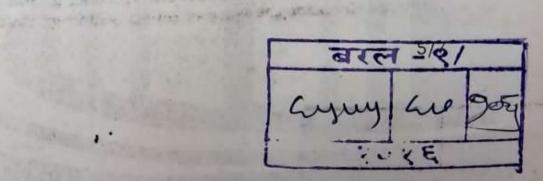
A STATE OF THE PARTY AND ADDRESS OF THE

Forwarded to information and necessary action in the matter to the

1. Executive Engineer, Housing Ghatkopar / Maintenance / Devision

2. Estate Manager (IV) / M. B.
3. Chief Accounts Officer/M.B.

4. Asst. Land Manager / (Kurla) M.B. 5. Secretary / Mumbai Board as per Mumbai Board's Resolution 262/2905, dated 30-12-2010



NO.CO/ MB/ARCH/NOC/ F-396/

/ 2011.

ANNEXURE -I

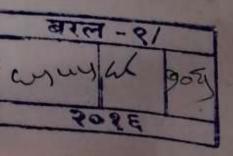
TERMS AND CONDITIONS

The additional buildable area is granted as per policy laid down by MHADA vied NOC mentioned above as MHADA Vied Not included A.R.No.6041, dt.29/7/2004, A.R.No.5998 dated:09/01/2004 and amended A.R.No.6041, dt.29/7/2004, A.R.No. 6260 dated:09/01/2004 and anternal dated 25/11/2008, A. R. No. 6383 dated Dt. 04/06/2007, A. R. 6397 dated 5/05/2009 & A. R. No. 6383 dated Dt. 04/06/2007, A. R. No. 6397 dated 5/05/2009 & A. R. No. 6422 dated 07/08/2009 are subject to following terms and conditions.

- All the terms and conditions mentioned in the M.C.G.M's Layout approval Letter would be applicable to the society.
- The set of plan approved by M.C.G.M. duly certified by the Architect should be submitted to this office before commencement of work.
- The Society will have to construct and maintain separate tank if necessary with approval M.C.G.M.
- The Society will have to enter into a separate Lease Agreement of Society will have to get the rectification deed done through concern Estate Manager of Legal Department of the Board for additional area granted before asking for Occupation Certificate form M.C.G.M.
- The Society will have to submit stability of the existing structure / proposed work through Registered Licensed Structural Engineer by M.C.G.M.
- The Society will have to obtain separate P. R. card as per the approved sub division / plot leased out by the board duly signed by S. L. R. before asking for Occupation Permission for M.C.G.M.
- The Society will have to obtained approval for amended plans as and when the society amends the plans.

Society should submit undertaking on Rs. 250/- Stamp paper having any objection if the newly developable plots are either Nagua Horegaon (W) Layout.

proof of the same will have to be submitted to this office society will have to inform about form encroachment to at their M at their own cost and M.H.A.D. Board shall not be held



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MADA reviews t ne redevelopme perelopment Plan ales applicable t cept in MCGM.

it charges as n inn FSI charges) in the society to N The Society shall

rearding paymen beneficiaries an required under

is therefore, dire extly adhering to at of any breach

approved by CO/MB

- The pro-rata charges towards construction of D.P. Road as implemented by M.C.G.M. will be paid from the premium received from the society for the purchase of additional BUA for which receipts shall be submitted by the society from M.C.G.M. in favour of Chief Accounts Officer/MHAD Board.
- The Society will have to submit Undertaking on Rs. 250/- stamp paper agreeing to pay the difference in premium if any as and when MHADA reviews the policy for allotment of F.S.I. / T.D.R.
- 12. The redevelopment Proposal should be approved adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in MCGM.
- 13. The charges as may be levied by MCGM, from time to time (apart from FSI charges), for e.g. Pro-rata charges for Roads, shall be paid by the society to MCGM directly, on demand from MCGM.
- 14. The Society shall indemnify MHADA against any silegal, action regarding payment of stamp duty for a) Transfer of built tenero to beneficiaries and b) Purchase of balance FS/AT. D. R. etc be required under provisions of Stamp Duty Act
- 15. It is therefore, directed that the proposed work should strictly adhering to the terms and conditions mentioned as above case of any breach to above condition the NOC will stand por

THE PART SHALL CARREST STATE S

(Draft Approved by CO/MB)

for Chief Officer, M. H. & A. D. Board, Mumbai.

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MUNICIPAL CORPORATION OF GREATER MUMBAI No. CHE/ 9670/BP(WS)/AP of -4 MAR 2010

To, Shri M.N. Panchal Architect.

उपमुख अभिया इपास्त (प्रसाद) प.छ.धेन भगपालिका क्लारत, सी विंग, रोस्कृती गरेन्थ्रेक्स, ९० फुट डी.पी. चेड, चेंट सरिन्स शाळेजवळ, कादिदली (पूर्व), मुंबई-४०० १०१.

स्वेशः विभाग्न विभाग्न

Sub : Proposed Redevelopment on plot bearing C.T.S. No. 50-A (pt.) of village Pahadi Goregaon at Subhash Nagar, New Hanuman Road, Off M.G. Road, Goregaon (West).

Ref: Your letter dated 28.01.2010

Sir,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions :-

- 1) All the objections of this office Intimation of Disapproval under No. dt. 24.10.2008, shall be applicable and should be complied with.
- 2) That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
- 3) That the revised R.C.C. design and calculation should be submitted.

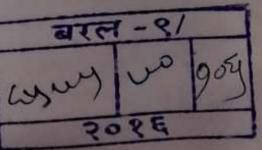
4) That the Revised Drainage approval shall be obtained before C.C.

That the C.C. shall be re-endorsed for carrying out the Evork as per Amended plans.

That the requirements of N.O.C. from C.F.O. shall be

hat separate P.R.C. in words and C.T.S. plan shall be litted before requesting for full F.S.I.

D:\SJR\Amend\9670.doc



1.2010 rry out the win vide you to iditions: c Intimatica (1) all be applicable to sed shall be size ed at the total 4 MAR 2010

8) That the Regd. Undertaking for not objecting to the granting the concession in open spaces whenever adjoining plot owners come for development shall be submitted before C.C.

- 9) That the sale agreement copy showing the clause of deficiency in open space aware by flat purchaser, shall be submitted before C.C.
- 10) That the Regd. Undertaking for not misusing elevation features in future, shall be submitted before C.C.
- 11) That the Regd. Undertaking for refuse floor will be kept permanently open in future, shall be submitted before C.C.
- 12) That the Regd. Undertaking for not misusing the part / pocket terrace in future shall be submitted before C.C.

One set of approved plan is returned herewith as a token of approval.

Yours faithfully,

Encl.: 1 set of plan.

Executive Engineer Bldg. (W. S.) P' Ward

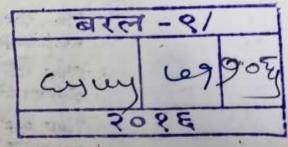
No. CHE/9670/BP/WS/AP of

Copy to: 1. Owner Raj Builders and Developers
C.A. to Goregaon Nav Jagruti C.H.S. Ltd.

2. Asstt. Commissioner P/South,

3. A.E.W.W. 'P/Southo

For information please.



WE.E.B.P. (W.S.) P' Ward.

MUNICIPAL CORPORATION OF GREATER MUMBAI No. CHE/ 9670/BP(WS)/AP

M/s. Mahendra N. Associates Architect.

Sub : Proposed Residential building on plot bearing C.T.s. No. 50/A of village Pahadi Goregaon at Subhash Nagar, New Hanuman Nagar, Off M.G. Road, Goregaon (W), Mumbai known as Navjagruti CHS Ltd.

Ref: Your letter dated 19.11.2012.

Sir,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions :-

- 1) All the objections of this office Intimation of Disapproval under No. dt. 24.10.2008 shall be applicable and should be complied with.
- 2) That all the payments shall be paid before C.C.
- 3) That the C.C. shall be re-endorsed for carrying out the work as per Amended plans.

) That the monthly progress report will be submitted.

That the submission of proforma 'A' & appointment of drivate doctor shall be made.

That the Revalidation of Janata Insurance shall be abmitted before C.C.

That the R.U.T. from the owner/developer shall be submitted stating that stating that member/prospective buyers shall be made aware about utilization of Fungible F.S.I. and clause to that effect will be incorporated in TRUE COPY be incorporated in the flat sale agreement.

SIR Amend 9670 AP I.doc

- 8) That the RUT from the Owner / Developer shall be submitted stating that member / prospective buyers shall be made aware about the size of parking available at site for parking & will not hold MCGM responsible for failure of mechanized parking.
- 9) That revised N.O.C. from H.E. shall be submitted before requesting for C.C.

One set of approved/certified plan is returned herewith as a token of approval.

Encl.: 1 set of plan.

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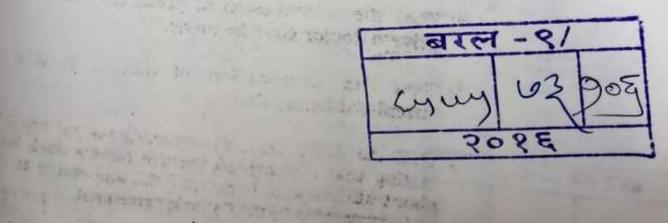
Yours faithfully,

Executive Engineer Bldg. Propls.

(W. S.) P' Ward.

TRUE COPY





BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')

No. CHE/

/BP(WS)/AP/AR

COMMENCEMENT CERTIFICATE

M/s. Raj Builders & Developers C.A. to Goregaon - Navjagrati CHS Ltd.

Sir,

With reference to your application No. 1990 dated 05.08.08 Development Permission and grant of Commencement Certificate under Section 45 & Development Perints of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Residential

No.

C.T.S. No. _____ Off. M.G. Road at premises at Street Subhash Nagar, New Hanuman Road, Off. M.G. Road at premises at Street Subhash Nagar, New Hanuman Road, Off. M.G. Road Village Pahadi Goregaon Plot situated at Goregaon (W) P/South

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

The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.

That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

This permission does not entitle you to develop land which does not vest in you.

5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966.

This Certificate is liable to be revoked by the Municipal Commissioner for

Greater Mumbai if :-

(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the

sanctioned plans. Any of the conditions subject to which the same is granted or any of the structions imposed by the Municipal Commissioner for Greater Mumbai is

to Renicipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in corbin and of section 43 or 45 of the Maharashtra Regional and Town Plantage Act 1966.

Those ditions of this certificate shall be binding not only on the applicant by the party of the property of the pr

SUBURBAN GA The heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

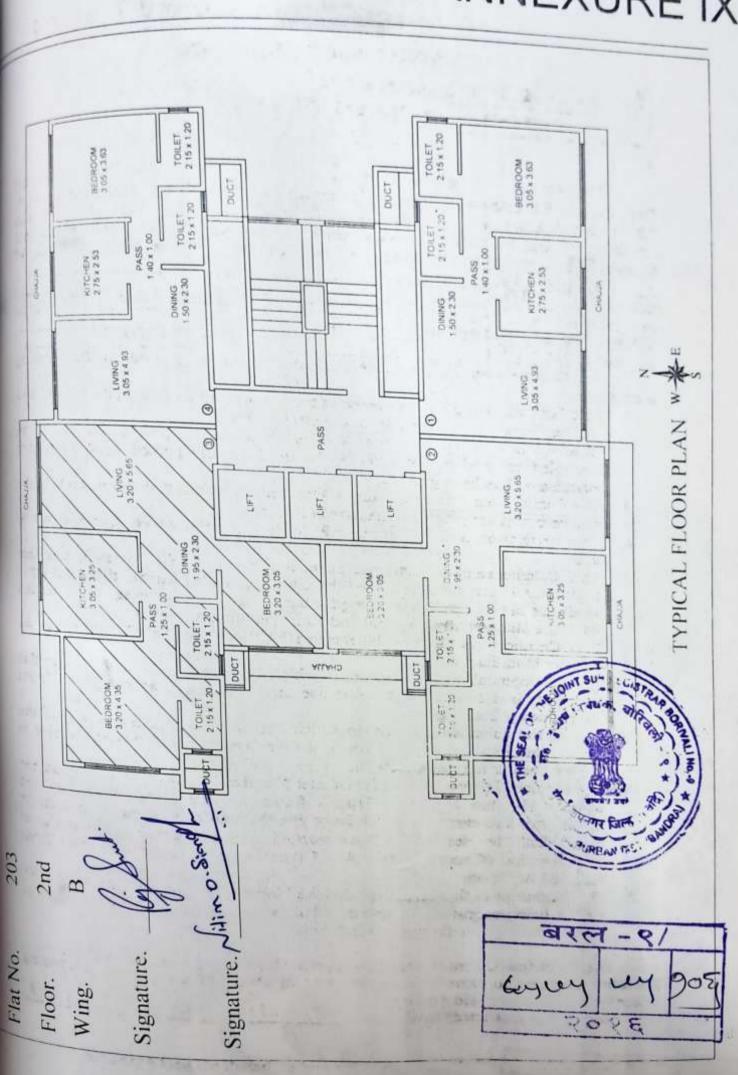
The Municipal Commissioner has appointed Shri R.S. Hadavale Executive Engineer to exercise his power and functions of the planning Authority

The C.C. is restricted for work up to Stilt slab level of Wing A & B

For and on behalf of Local Authority Brihanmumbai Mahanagarpalika

3800

ANNEXURE IX



CHET 9670 INP MISTARIAP

of this c.c. is now valid and seemdossed upto Stilt Slab level of wing A'&B' as per amended approved plans del .04-03-2010.

20 MAR 2010

of This c. c is now valid and further extended for entire work i.e. Ground (PD) + Still (PD) + 1st to 3rd floor of Wing A' and B' as per approved amended plan dated 04-03-2010.

23 APR 2010

19 This cc is now valid & further entended for work i.e., GYCPt) + Stilt (Pt) + 1st to Ath of wing Grues + still (Pt) + 15+ to 3rd + 4th (Pt) of wing 18 approved amended plan dtd. 08/04/2011.

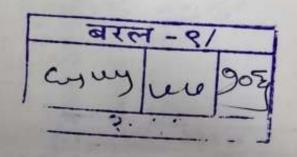
- 8 APR 2011 EXECUTIVE TONEER, BUILDING PROJUSAL (V.S.) P WARD

11) This c.c. is extended for entire work i.e. wing A- Ground(Pt) + stilt (pt) + 1 st togth floor + (past) 10th floor & wing (B) Ground (pt) + Stilt (pt) + 1st to 10th floor as per approved amended plan a) iolizhiz.

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2 8 DEC 2012

Executive Engineer Bldg. Proposal (W.S.) P Ward.



summary1 (GoshwaraBhag-1)

हिवार,03 जानेवारी 2013 3:12 म.नं.

दस्त गोषवारा भाग-1

इस क्रमांक: बरल-4 /86/2013

बाजार मुल्य: रु. 00/-

मोबदला: रु. 00/-

भरतेले मुद्रांक शुल्क: रु.500/-

ह ति. सह. दु. ति. बरल-4 यांचे कार्यालयात ब्र के 86 वर दि.03-01-2013

रोजी 3:11 म.नं. वा. हजर केला.

इस्त हजर करेंणाऱ्याची सही:

पावती:96

पावती दिनांक: 03/01/2013

सादरकरणाराचे नावः राज बिल्डर्स ॲण्ड डेव्हलपर्स चे प्रोप -राजेश ए सुरती

दस्त क्रमांक: 86/2013

नोंदणी फी

₹. 100.00

दस्त हाताळणी फी

₹. 400.00

डाटा एन्ट्री

₹. 20.00

पृष्टांची संख्या: 20

एक्ण: 520.00

सह दु.नि.का-बोरीवली4

रलाचा प्रकारः कुलमुखत्यारपत्र

मुद्रांक शुल्क: a जेव्हा तो प्रर्तिफलार्थ देण्यात आलेला असून@ त्यामुळे कोणतीहीं त्या

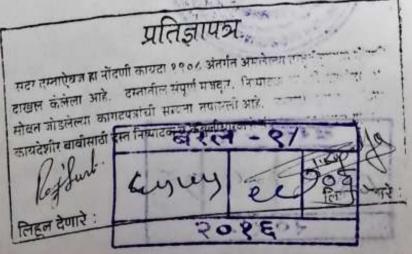
मिळत असेल तेव्हा

शिक्का के. 1 03 / 01 / 2013 03 : 10 : 01 PM ची वेळ: (सादरीकरण)

शिक्का के 2 03 / 01 / 2013 03 : 12 : 24 PM ची वेळ: (फी)







03/01/2013 3 13:59 PM

दस्त गोषवारा भाग-2

बरल-4

दस्त क्रमांक:86/2013

इस्त क्रमांक :बरल-4/86/2013 इस्ताचा प्रकार -कुलमुखत्यारपत्र

अनु क्र

पक्षकाराचे नाव व पत्ता नावःराज बिल्डर्स ॲण्ड डेव्हलपर्स चे प्रोप - राजेश ए

पत्ताःप्लॉट नं: -, माळा नं: -, इमारतीचे नाव: गोरेगांव स्वाक्षरी: नव जागृती को ऑ हौ सोसा ली, ब्लॉक नं: सुभाष नगर, रोड नं: न्यु हनमुमान नगर गोरेगांव प, ,

पॅन नंबर:

नाव:राजेश बी उपाध्याय पत्ता:प्लॉट नं: सी 201, माळा नं: 2, इमारतीचे नाव: एकॉर्ड अपार्ट, ब्लॉक नं: कांदीवली प , रोड नं: -, , . पॅन नंबर:

पक्षकाराचा प्रकार

कुलमुखत्यार देणार वय:-38

पॉवॅर ऑफ़ अटॉर्नी होल्डर

वय:-30 वाक्षरी:-

छायाचित्र



अंगठ्याचा ठसा



बाल - ४

20

चा दस्त ऐवज करुन दिल्याचे कबुल करतात वरील दस्तऐवज करुन देणार तथ्य शिक्का क्र.3 ची वेळ:03 / 01 ओळख:-

बालील इसम असे निवेदीत करेतीत पक्षकाराचे नाव व पत्ती

ज के की देशी-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पर्टी छायाचित्र

5003 अंगठ्याचा ठसा

东 PHOTO HAN ENGEL. नाव:जितेश जे कंडोलिया

वय:31

पत्ता:3/8सरदार चाळ कांदीवली

पिन कोड:400067



2 नाव:रोहीत एस सांवत वय:22 पत्ता:वरीलप्रमाणे पिन कोड:400067



SUBURBAN

शिक्का क्र.4 ची वेळ:03 / 01 / 2013 03 : 13 : 54 PM

शिक्का क.5 ची वेळ:03 / 01 / 2013 03: 13: 57 PM नोंदणी पुस्तक 4 मध्ये

रीवली4

प्रमार्गित करणेत येते की, या क्रतामध्ये एकूण 20 पाने आहेत.

नबंधक, बोरीवली क. ४, मुंबई उपयगर जिल्हा.

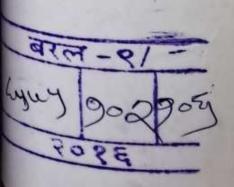


घोषणापत्र

मी <u>Rajel</u> <u>3</u> <u>शिल्ली पुर्व</u> याद्वारे घोषित करतो की, दुय्यम <u>अंधिक करतो की, दुय्यम</u> <u>यांच्या कार्यालयात <u>Auseemant</u> <u>अप</u> <u>Sail</u> <u>यां शिर्षकाचा दस्त</u> नंदणीसाठी सादर करण्यात आला आहे. <u>शिल्ला कुलमखत्यारपत्राच्या आधारे मी, सदर दस्</u> हे. <u>3 1 2 2 1</u> रोजी मला दिलेल्या कुलमखत्यारपत्राच्या आधारे मी, सदर दस् नंदणीस सदर केला आहे / निष्पादीत करुन कबुलीजवाव दिला आहे. सदर कुलमुखत्यारपत्र लिहून हेणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुले कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे मयत झालेले नाही किंवा असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे अस्त्र आहे. अस्त्र प्राची अधिनियम १९०८ चे कलम ८२ अन्वये निक्षेस मी पात्र राहीन यांची मला</u>

दिनांक: 22-9, 2016

कुलमुखर्त्यारपत्रधारकाच नाव व सही



दस्त गोषवारा भाग-1

रव9

इस्त क्रमांक: 6575/2016

इस्त क्रमांक: बरल9 /6575/2016

बाजार मुल्य: रु. 98,33,500/-

मोबदला: रु. 1,30,00,000/-

भरतेले मुद्रांक शुल्कः रु.6,50,000/-

र् नि. सह. दु. नि. बरल9 यांचे कार्यालयात

अ. कं. 6575 वर दि.22-09-2016

रोजी 7:03 म.नं. वा. हजूर केला.

Million o. Simple

दस्त हजर करणाऱ्याची सही:

पावती:6918

पावती दिनांक: 22/09/2016

सादरकरणाराचे नावः नितिन ओ सिंह

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 2400.00

पृष्टांची संख्या: 120

एकुण: 32400.00

वर्ग निविधिक, बोरिवली - ६ वर्ष उपनगर जिल्हा.

दस्ताचा प्रक्रार; करारनामा

सह. दुव्यम निबंधक हो द्विवली -- १ मुंबई उपनगर जिल्हा.

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

शिक्का क्रं. 1 22 / 09 / 2016 07 : 03 : 45 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 22 / 09 / 2016 07 : 04 : 06 PM ची वेळ: (फी)

SUB-REGISTRAND OR MILLI NO. 4

प्रतिज्ञाप्त्र *सदर दस्तऐबज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरनुदीनुसारच गेंदणीस *सदर दस्तऐबज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरनुदीनुसारच गेंदणीस दाखल केलेला आहे. *दस्तातील संपूर्ण प्रज्ञाचूर, निस्पादक व्यक्ती, साक्षीदार व दाखल केलेला आहे. *दस्तातील संपूर्ण प्रज्ञाच्या सत्यता, बैधता सोबत जोडलेल्या कागदपत्रांची सत्यता सोबत जोडलेल्या कागदपत्रांची सत्यता कायदेशीर बाडीसाठी दस्त निष्पादक व के जान हे संपूर्णपष्ठे जबाबदार शहतील

लिइन देणारे :

निह्न घेणारे :

बरल - ९/ 4464 904 905 २०१६ दस्त गोषवारा भाग-2

बरल9

दस्त क्रमांक:6575/2016

इस्त क्रमांक :बरल9/6575/2016

ह्मावा प्रकार :-करारनामा

1

2

Summary

पक्षकाराचे नाव व पत्ता अनु के.

नाव:नितिन ओ सिंह पत्ता:प्लॉट नं: 1/19, माळा नं: -, इमारतीचे नाव: शिव शक्ती चावल, ब्लॉक नं: शंकर मंदिरच्या जवळ, रोड नं: टांक लेन कांदिवली वॅस्ट, महाराष्ट्र, मुम्बई पॅन नंबर:AWPPS3001E

पक्षकाराचा प्रकार लिहन घेणार वय:-33 स्वाक्षरी:-

छायाचित्र

अंगठ्याचा ठसा

नाव:मेसर्स राज बिल्डर्स अँड डेवेलपर्स प्रोप्रायटर राजेश लिहून देणार ए स्रती तर्फे मुखत्यार राजेश बी उपाध्याय पत्ताः प्लॉट नं: -, माळा नं: जीआर, इमारतीचे नाव: राज स्वाक्षरी, रेसिडन्सी गोरेगाव नव जेग्रुती च्स्ल, ब्लॉक नं: सुभाष नगर, गोरेगाव वॅस्ट 104, रोड नं: न्यू हनुमान रोड, महाराष्ट्र, मुम्बई.

वय:-34

बरल - ९/

508E



बरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबल करतात. विक्रा क.3 ची वेळ:22 / 09 / 2016 07 : 04 : 58 PM

ओळख:-हालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व यांची ओळख पटविता

अनु पक्षकाराचे नाव व पत्ता Ŧ.

पॅन नंबर:BBIPS0330P

नाव:श्याम वी राठोड़ वय:36 पत्ता:2 वच्चू कालिदास रतन सिंग चावल कांदिवली वॅस्ट पिन कोड:400067





नाव:जितेश जे कंडोलिया वय:35 पत्ता:3/8 सरदार चावल एस व्हि पी रोड कांदिवली बॅस्ट (पिन कोड:400067



प्रमाणित करणेत येते की, यू



शिक्का क्र.4 ची वेळ: 22 / 09 / 2016 07

^{BRI 9} विषक, बोरिवली - **९** पनगर जिल्हा.

EPayment Del

Defacement Number 0002596436201617

दस्तामध्ये एकुण.... पाने आहेत. पुस्तक क्र. १/बरल-१/ वर नोंदला, दिनांक....

> सह. दुय्यम निबंधक, बोरीवली क्र.-९. मुंबई उपनगर जिल्हा

Epayment Number MH004455289201617M

6575 /2016

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22/09/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.बोरीवली 9

Rs.20

INDIA

TWENTY RUPEES

दस्त क्रमांक : 6575/2016

नोदंणी: Regn:63m

गावाचे नाव: 1) पी.एस.पहाडीगोरेगांव

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

13000000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

9833500

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: वी/203, इमारतीचे नाव: राज् रेसिडन्सी गोरेगाव नव जेगुती चल, ब्लॉक नं: सुभाष नगर,गोरेगाव प 104, रोड : न्यू हनुमान रोड ((C.T.S. Number: 50-A;))

(5) क्षेत्रफळ

1) 74.72 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व

1): नाव:-मेसर्स राज बिल्डर्स अँड डेवेलपर्स प्रोप्रायटर राजेश ए सुरती तर्फे मुखत्यार राजेश बी उपाध्याय वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: जीआर, इमारतीचे नाव: राज रेसिडन्सी गोरेगाव नव जेग्रुती च्स्ल, ब्लॉक नं: सुभाष नगर, गोरेगाव वॅस्ट 104, रोड नं: न्यू हनुमान रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400104 पॅन नं:-BBIPS0330P

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनाना किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-नितिन ओ सिंह वय:-33; पत्ता:-प्लॉट नं: 1/19, माळा नं: -, इमारतीचे नाव: शिव शक्ती चावल, ब्लॉक नं: शंकर मंदिरच्या जवळ, रोड नं: टांक लेन कांदिवली वॅस्ट, महाराष्ट्र, मुम्बई. पिन कोड:-400067 पॅन नं:-AWPPS3001E

(9) दस्तऐवज करुन दिल्याचा दिनांक

22/09/2016

(10)दस्त नोंदणी केल्याचा दिनांक

22/09/2016

(11)अनुक्रमांक,खंड व पृष्ठ

6575/2016

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

650000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

30000

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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



खरी प्रत

सह. दुय्यम निबंधक, बोरिवली क्र - 🤏 मुंबई उपनगर जिल्हा.