

517/10418

पावती

Original/Duplicate

Friday, August 20, 2021

नोंदणी क्र. :39म

5:23 PM

Regn. 39M

पावती क्र.: 11329

दिनांक: 20/08/2021

गावाचे नाव: पोयसर

दस्तऐवजाचा अनुक्रमांक: बरल9-10418-2021

दस्तऐवजाचा प्रकार : डीडी ऑफ अपार्टमेंट

सादर करणाऱ्याचे नाव: गणेश भगवान गोसावी

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1100.00

पृथांची संख्या: 55

एकूण:

रु. 31100.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

5:37 PM ह्या वेळेस मिळेल.

वाजार मुल्य: रु.14412893 /-

मोवदला रु.13714600/-

भरलेले मुद्रांक शुल्क : रु. 721400/-

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

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1908202103179 दिनांक: 20/08/2021

वॅकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005004599202122M दिनांक: 20/08/2021

वॅकेचे नाव व पत्ता:

*Signature*

## DEED OF APARTMENT[SHOP]

[Under the Maharashtra Apartment Ownership Act, 1970 and Maharashtra  
Apartment Ownership Rules,1972]

This Deed of Apartment(shop) is made and entered into at Mumbai, this 18<sup>th</sup> day  
of August, 2021

Between

M/s. Sanghavi Associates, a Sole proprietary concern, through its proprietor  
having business at Nikunj Signature, Manav Mandir, Ambadi Road, Palghar - 401 202, through Mr. Haresh N. Sanghavi hereinafter,  
in brevity, referred to as "Developer Vendor", (which expression, unless it be  
repugnant to the context and meaning thereof, shall include the said Sole proprietor  
and his heirs, executors, administrators and assigns) party of the First Part

And

1) MR. GANESH BHAGWAN GOSAVI (PAN NO: AEOPG26051) & 2) MRS.  
MAYURI GANESH GOSAVI (PAN NO: AEUPG4740D), Indian Inhabitant/s,  
having his/ her/ their address at Flat No. A-1402, Kaustubh Platinum, Rajendra  
Nagar, Near Datta Pada Road, Borivali (East), Mumbai :- 400 066, hereinafter  
referred to as the "SHOP PURCHASER/S" (which expression in case of individuals  
shall so far as the context admits, be deemed to mean and include ~~his/ her/ their~~  
respective heirs, executors and administrators and/or persons deriving title under  
or through him/her/them and his/her/their permitted assigns and in case of  
partnership firm, partner or partners for the time being and from time to time  
constituting the said firm and survivor or survivors of them and the heirs, executors  
and administrators and permitted assigns of the last survivor in case of partnership  
firm and incase of incorporated bodies its successors and permitted assigns) of the  
OTHER PART.

WHEREAS, the "Developer Vendor" herein is a Sole proprietary is engaged in the  
business of Real Estate Development and sale. The "Developer Vendor" by a

Development Agreement dated 02/04/2003 was authorised and permitted to develop land bearing CTS No. 707/Λ/3, Survey No. 24, Hissa No. 1(part), situated at Village Poisar in the registration Sub-district of Mumbai City and Mumbai Suburban hereinafter referred to as "said Land" and more particularly described in Schedule I hereunder by M/s. Purav Holding Private Limited for the terms and conditions mentioned therein.

AND WHEREAS, the "Developer Vendor" have constructed on the said land one building named "V-MALL" as per plans sanctioned by the Municipal Corporation of Greater Mumbai under file no. CHE/8856/BP(WS)AR dated 21.01.2004 comprising of basement + Ground + 3 upper Floor + 4<sup>th</sup> floor (part) + Part terrace on 4<sup>th</sup> Floor (hereinafter referred to as "said Building").

AND WHEREAS, the "Developer Vendor" pursuant to the sanctioned building plans and layouts completed the construction of the said building and obtained a Completion Certificate as well as Occupation Certificate dated 31.03.2006 issued by Municipal Corporation of Greater Mumbai.

AND WHEREAS by virtue of Deed of Declaration dated 20.06.2009 executed and registered in the office of sub-registrar Borivali vide a Sr. No. BDR-11 - 5373- 2009 (a copy whereof is submitted in the office of Registrar of Societies) and formed a Condominium known as "V - MALL" and accordingly the said building shall be governed under Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS as mentioned above under the said declaration and/or otherwise in capacity of Developer of the said Building vendor have retained third floor entirely, along with other units as more specifically mentioned in the said declaration. Accordingly, Developer Vendor is seized, possessed and entitle to the third floor admeasuring 1247 sq. mtrs of the said Building (hereinafter referred to as said third floor).

AND WHEREAS "Developer Vendor" have applied to MCGM under File no. CHE/WSH/3968/R/C/342 for addition, alteration, sub-division and change of activity which was duly approved under approval letter dated 22.07.2019 ("said Amended plan"). Copy of said amended approved plan is marked hereto and annexed as Annexure "A". Accordingly, 42 individual commercial units along with 16 (Sixteen) number of Toilets were constructed on the carpet area aggregating to 970.29 sq. mtrs and remaining being utilised as a passage area of the said third floor.

AND WHEREAS "Shop Purchaser/s" being desirous of buying a suitable shop in the said Building have approached the "Developer Vendor" with a buying offer in that behalf.

970.29 sq. mtrs and remaining being utilised as a passage area of the said third floor.
वर्ग - ९/
90875
2022

AND WHEREAS, the "Shop Purchaser/s" after due inspection of the shops comprised in the said building agreed to purchase a Shop No.337 admeasuring 469 sq. ft. carpet area along with exclusive rights to use toilet No. 16, admeasuring 39

*[Signature]*  
MCCOSAN

sq. ft. carpet area thus amounting to an aggregate of 508 sq.ft. Carpet area situated on the 3<sup>rd</sup> floor (hereinafter referred to as "said Shop") more particularly described in the schedule III hereunder for a consideration amount of Rs.1,37,14,600/- (Rupees One Crore Thirty Seven Lakhs Fourteen Thousand Six Hundred Only) as sale terms and conditions thereof which are reduced to writing as hereunder.  
**NOW THIS DEED OF APARTMENT(SHOP) WITNESSETH AS UNDER: -**

1. That the "Developer Vendor" hereby agrees to sell, transfer, and assign its right, title and beneficial interest in the said raw Shop No. 337, admeasuring 469 sq. ft. carpet area along with exclusive rights to use toilet No. 16, admeasuring 39 sq. ft. carpet area thus amounting to an aggregate of 508 sq.ft. carpet area on the 3<sup>rd</sup> Floor, having address at, plot bearing C.T.S. No. 707 A , Survey No. 24, Hissa No. 1 (Part) on the Western Express Highway, Kandivali (East), Mumbai - 400101, on "as is where is basis" as more particularly shown and surrounded by red color boundary lines on the concerned floor plan annexed hereto and marked as Annexure A and described in first schedule hereunder and all his right title and beneficial interest in capacity of member to Said Condominium limited to the said Shop, to the Shop Purchaser/s, free from all encumbrances and reasonable doubts insofar as it complies with the provisions of the Maharashtra Apartment Ownership Act, 1970, Maharashtra Apartment Ownership Rules, 1972 and the Bye-Laws thereunder for the total consideration Rs.1,37,14,600/- (Rupees One Crore Thirty Seven Lakhs Fourteen Thousand Six Hundred Only) to be paid in the following manner:

a) a sum of Rs.37,14,600/- (Rupees Thirty Seven Lakhs Fourteen Thousand Six Hundred Only) paid as a part payment on or before the execution of this presents as per the following details:

Sr. No.	Date	Cheque No	Drawn on	Amount in Rupees.
1.	28/06/2021	000046	BANK OF BARODA BORIVALI (EAST)	Rs.10,00,000/-
2.	01/07/2021	000047	BANK OF BARODA BORIVALI (EAST)	Rs.15,00,000/-
3.	16/07/2021	000051	BANK OF BARODA BORIVALI (EAST)	Rs.10,00,000/-
4.	12/08/2021	000045	BANK OF BARODA BORIVALI (EAST)	Rs. 2,14,600/-
<b>Total</b>			<b>Rs.37,14,600/- (Rupees Thirty Seven Lakhs Fourteen Thousand Six Hundred Only)</b>	

b) The balance consideration of Rs.1,00,00,000/- (Rupees One Crore Only) shall be paid within 30 days from the date of execution and registration of this Deed of Apartment (Shop).

*[Handwritten Signature]* Mecosan

\*As per the new IT regulations which came into force with effect from 1<sup>st</sup> June 2013, the Shop Purchaser/s shall deduct TDS @ 1%, on the Agreement Value and remit the same online in favor the Vendors' PAN and provide a TDS Certificate for the same, based on which the Vendors can account for the tax paid. Accordingly, an amount of Rs.1,37,146/- (Rupees One Lakh Thirty Seven Thousand One Hundred Forty Six Only) in total and same shall be deducted on Pro-rata basis to trenches in which consideration amount to be paid further shall be deducted and remitted to the Income Tax department. (The Developer Vendor doth hereby confirm and acknowledge the same)

The Shop Purchaser/s shall be liable to pay advance Maintenance charges @Rs.10/-PSF for 12 Months and Society Rs.Nil/- within 30 days from the date of intimation to take possession or before taking the possession of the Said shop whichever is earlier.

It is mutually understood and agreed between the Developer Vendor and the Shop Purchaser/s that in the event if the (i)balance consideration, & or (ii) Maintenance charges is not paid within 30 days from the date of intimation of possession as aforesaid mentioned them in that case thus agreement will ipso facto come to an end without any further notice and amount paid till date shall be forfeited and accordingly the Shop Purchaser/s will not hold any legal right, claim or interest of any sort in the said Shop and against the part consideration amount paid and "Developer Vendor" shall be free to sell the Shop to any third party as he may desire or otherwise deem fit and proper which Shop Purchaser/s hereby specifically agrees and covenants to execute all deeds document for affecting the cancellation of this presents. Without prejudice to the rights of Developer vendor to pay interest @ 21% p.a.



The "Shop Purchaser/s" hereby confirm that he/she/they shall be ready with the pre-said letter of Finance, in case of Bank loan or otherwise with Finance well in advance as any delay due unavailability of Finance, sanction of loan from bank, ineligibility issue etc. shall be considered as a ground for delay and this agreement shall be terminated upon giving reasonable notice to the "Shop Purchaser/s".

- b. The "Shop Purchaser/s" agrees and undertakes to comply with the rules and regulations in the Declaration under Maharashtra Apartment Ownership Act, 1979 Dated 20.06.2009 and as may be prescribed from time to time by Said condominium and all the stipulations, terms, conditions and covenants contained herein including payment of all the maintenance charges plus GST, municipal taxes, other out goings and various deposits or any other charges of whatsoever nature in respect of the said Shop from the date of this agreement herein.

बरल 1979	
१०४१८	२०२

*[Handwritten Signature]*

MEGOSAI

- c. The "Shop Purchaser/s" hereby acknowledges and confirms that the "Developer Vendor" has given him inspection and access to all title deeds, plans, specifications, documents and writings, in his power and possession vis-à-vis the "said Shop" insofar as they relate to the development undertaken by the "Developer Vendor" in general and the said Shop particular. The "Shop Purchaser/s" declares that he has made his decision to buy the "said Shop" on the basis of such documents and he/she/they furthers declares the he/she/they is duly satisfied about the veracity of such documents and hereby promises not to make any grievance in future about their authenticity or truthfulness;
- d. The "Shop Purchaser/s" hereby acknowledges and confirms that the "said Shop" is a raw shop i.e. the shop is without any amenities provided by the "Developer Vendor" in the shop.
- e. The "Developer Vendor" has annexed hereto a copy of the relevant floor plan of the concerned building as required under sub-section (2) of section 13 of Maharashtra Apartment Ownership Act, 1970, which sets out such details pertaining to the "said shop" as the number, location, dimension, area, main entrance, general common area, limited common areas, position in relation to adjoining shops etc. The "Developer Vendor" has also annexed hereto a certificate of the Project Architect Mr. Kaushik Patel, certifying the aforementioned contents of floor plan as required by Rule 7 of Maharashtra Apartment Ownership Rules, 1972;
- f. The "Developer Vendor" in furtherance of this Deed of Apartment (Shop) and by virtue of section 6 of the Maharashtra Apartment Ownership Act, 1970, hereby, grant, transfer, convey, assign and assure proportionate percentage of the undivided interest in the General common areas and facilities of the concerned building appurtenant to the "said shop" and more particularly described in schedule IV appended hereto, unto and in favour of the "Shop Purchaser/s";
- g. Under Deed of Declaration dated 20.06.2009 executed and registered in the office of sub-registrar Borivali vide a Sr. No. BDR-11- 5373- 2009 the "Developer Vendor" is entitled to 29.43% of the proportionate share in the limited common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of "V-mall" Condominium in respect of said third floor and as more specifically mentioned therein accordingly on completing transfer of the said Shop as mentioned herein the "Shop Purchaser/s" shall be entitled to 1.43% of the proportionate share in the limited common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of "V-mall" Condominium in respect of the said Shop or such percentage as may be calculated at the time of executing Supplemental



Representation for voting	
20.89	20.44
20.38	

*[Handwritten signatures]*

Deed of Declaration or otherwise to make shop purchaser as the member of the Condominium in respect of the said Shop.

- h. The "Developer Vendor" declares and confirm that the proportionate share of the "Shop Purchaser/s" in the profits and common expenses of the Association of the Apartment of Owners of V-Mall Condominium as well as representation for voting purposes in the meeting thereof shall proportionate percentage based on a value of Rs.1,37,14,600/- (Rupees One Crore Thirty Seven Lakhs Fourteen Thousand Six Hundred Only) for the said shop;
- i. The "Developer Vendor" and the "Shop Purchaser/s" agree and reiterate that the said "Shop" shall be used by the latter for the commercial purpose and no other purposes; the "Shop Purchaser/s" hereby undertakes that in case of his desire to let out the said Shop on leave and license to any third party he shall apprise the Association of the Apartment owners of "V-MALL" Condominium and further comply with all the statutory requirements prescribed from time to time;
- j. The "Shop Purchaser/s" herein agrees that pursuant to the Deed of Declaration dated 20.06.2009 executed by the "Developer Vendor" here he/she/they shall be duty bound to become a member of the Apartment(Shop) owners of "V-MALL" Condominium and thereafter he/she/they shall be liable to perform such duties and obligations as are imposed upon him/her/them by or under the Maharashtra Apartment Ownership Act, 1970, the Rules and the Bye-laws thereunder;
- k. The sale shall be completed against payment of the balance consideration of Rs.1,00,00,000/- (Rupees One Crore Only) by the "Shop Purchaser/s" to the "Developer Vendor".



Upon payment of balance consideration/ Full Consideration: -

- a) The "Developer Vendor" shall, by an appropriate writing, transfer the ownership of in respect of Shop No. 337, and request the Condominium to admit the Shop Purchaser/s" as members of the Condominium in place of the Vendor;

- b) The "Shop Purchaser/s" hereby has agreed to become the member of the Association of Apartment Owners/ Condominium of the said building i.e. बरेल - "Vena's Mall" / V Mall and further agree to abide by and observe the rules and contribute all the charges, expenses and deposits as may be required from time to time in respect thereof;

बरेल - "Vena's Mall" / V Mall		
90895	99	44
2021		

*[Handwritten Signature]*

M. GOSAY

- c) The "Shop Purchaser/s" shall bear and pay at his/their own cost and expenses all the outgoings, maintenance charges, property tax, taxes, cesses, and/or any other charges which shall be incidental or ancillary to the purchase of the Said Shop/Shop from the date of intimation of handing over of possession.
- m. The "Shop Purchaser/s" or himself/themselves with intention to bring all persons into whosoever hands the Shop may come, hereby covenants with the "Developer Vendor" as follows:
- i. To maintain the Shop at the "Shop Purchaser/s" own cost in good and tenable repair and condition from the date that of possession and/or possession for fitout for furniture purpose of the Shop is taken and shall not do or suffer to be done anything in or to the building in which the Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Shop is situated and the Shop itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Shop is situated, including entrances of the building in which the Shop is situated and in case any damage is caused to the building in which the Shop is situated or the Apartment on account of negligence or default of the Shop Purchaser/s in this behalf, the "Shop Purchaser/s" shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost all internal repairs to the said Shop and maintain the Shop in the same condition, state and order in which it was delivered by the "Developer Vendor" to the "Shop Purchaser/s" and shall not do or suffer to be done anything in or to the building in which the Shop is situated or the Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the "Shop Purchaser/s" committing any act in contravention of the above provision, the "Shop Purchaser/s" shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
  - iv. Not to demolish or cause to be demolished the Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop is



2028  
2028

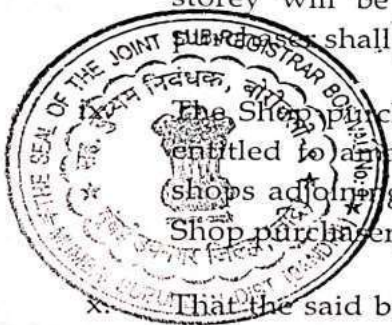
3

*[Signature]* MULLASANI



situated and shall keep the portion, sewers, drains and pipes in the Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Shop without the prior written permission of the "Developer Vendor" and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. The "Shop Purchaser/s" has prior to the execution of this Agreement, satisfied himself/herself/themselves about the Title of the "Developer Vendors" to the said building and has/have accepted the Certificate of Title issued by Kantilal Underkat & Co., dated 23/04/2004, which is annexed herewith and which has been perused by the "Shop Purchaser/s" and has/have agreed not to raise any further requisitions or any objections in relation thereto hereafter.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop in the compound or any portion of the building in which the Shop is situated.
- viii. That "Developer Vendor" shall be entitled to make additions, alterations, raise storey or put-up additional structures, as may be permitted by MCGM or any competent authorities. Such additions, alteration, structures and storey will be the sole property of Developer Vendor and the Shop purchaser/s shall not raise any objections pursuant to the same.



The Shop purchaser/s agrees and covenants that "Developer Vendor" is entitled to amalgamate their respective Shops which is unsold with the shops adjoining to the purchasers, without any written consent from the Shop purchaser/s and the Shop purchaser/s shall not object the same.

x. That the said building named "V-Mall" is in sole control and authority of "Developer Vendor" in respect of all the matters concerning the land and the building and structures standing thereon (present and future) and all facilities amenities and conveniences pertaining to the same will also be in the control of management of said building.

बखल - ९	
१०४९८	xi. १३
२०२३	

That the "Developer Vendor" at its own discretion and as may from time to time be permitted by the MCGM and other authorities concerned and any FSI or TDR (present and future) available or purchased from outside by the "Developer Vendor" and the "Developer Vendor" shall submit the said new

*[Signature]*  
Meesay

Structures when constructed to the provisions of Maharashtra Apartment Ownership act, 1970 and all new constructed structures shall belong to "Developer Vendor" only. In the event "Developer Vendor" will from time to time execute supplementary deed or deed of declaration as and when it becomes necessary and register the same, without taking any consent from the Shop Purchaser/s. Further, the Shop Purchaser/s shall not raise any objection or ask for any compensation, share, damage on the ground inconvenience or any other ground, whatsoever.

- xii. The "Shop Purchaser/s" shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop until all the dues payable by the "Shop Purchaser/s" to the "Developer Vendor" under this Agreement are fully paid up.
- xiii. The "Shop Purchaser/s" hereby confirm, declare and accepts that Vendor shall not be liable for any changes or alteration made by the Condominium viz. the policies or any charges of whatsoever nature including charges.

n. The PAN Numbers of the parties hereto are as follows:

Name of the Party

PAN Number

M/s. Sanghavi Associates

Through its Proprietor - Mr. Haresh N. Sanghavi

AFCPS7828F

MR. GANESH BHAGWAN GOSAVI

AEOPG2605P

MRS. MAYURI GANESH GOSAVI

AEUPG4740D

- o. All notices required and permitted under the provisions of this Agreement by law to be served upon or to be given to a Party hereto by any other Party hereto shall be in English language and shall be deemed duly served on given.

If to the Developer Vendor:

M/s. Sanghavi Associates,

Mr. Haresh N. Sanghavi

Nikunj Signature, Manav Mandir,

Ambadi Road, Vasai west, Palghar - 401202.

If to the Shop Purchaser/s:

1) Mr. Ganesh Bhagwan Gosavi

2) Mrs. Mayuri Ganesh Gosavi

Flat No. A-1402, Kaustubh Platinum, Rajendra Nagar,

Near Datta Pada Road, Borivali (East), Mumbai: - 400 066



बदल - ९/		
१०४९८	१४	५५
२०२१		

The "Developer Vendor" and the "Shop Purchaser/s" agree and reiterate that in case of any possible omissions in the said Deed of Apartment(Shop) vis-à-vis an important covenant or material particular the provisions of the Deed of Declaration executed by the said "Developer Vendor" on 20.06.2009 shall be read to supply the omission.

✓

- p. Both the Parties further agree and reiterate that in case of any possible repugnance between the provisions of this deed and the Deed of Declaration the provisions and covenants contained in the aforementioned Deed of Declaration shall prevail.
- q. Any Forbearance shown by "Developer Vendor" and/or any or more of terms and conditions of this Agreement shall not constitute a waiver or act estoppels, notwithstanding any such forbearance or omission by "Developer Vendor" and they shall be entitled to enforce all the terms and conditions of this Agreement.
- r. The Stamp Duty and Registration Charges, shall be solely borne and paid by the "Shop Purchaser/s" at their own cost and expenses and the "Developer Vendor" shall be indemnified for the same at all times.
- s. The "Developer Vendor" and "Shop Purchaser/s" hereby covenant that this Transaction has been done subject to Mumbai Jurisdiction.

#### SCHEDULE I

#### DESCRIPTION OF THE PLOT OF LAND

All that piece and parcel of land bearing CTS. No. 707/ A/3, Survey no. 24, Hissa no. 1 (part) admeasuring in the revenue village of Poisar, in the Registration sub-district of Mumbai Sub-urban lying, being and situated in local limits and bounded as follows:

- East : By Western Express Highway S. No. 24  
H. No. 1, and the land under the same.
- West : By S. No. 23, H. No. 3, CTS No. 708 & 719.
- North : By S. No. 22, H.No. 30. CTS No. 705, and 706(part).
- South : By S. No. 24, H.No. 1, CTS No. 707B.



*[Handwritten signature]*

M. GOSWAMI

बदल - ९/		
१०४९८	१५	५५
२०२९		

**SCHEDULE II**  
**DESCRIPTION OF THE PROJECT COMPRISING OF APARTMENT/SHOPS**  
**IN SAID BUILDING**

- Basement : Units bearing No. 1 to 9 + car parking space  
 Ground Floor : Units No. 1 to 85.  
 First Floor : Units No. 101 to 179.  
 Second Floor : Units No. 201 to 282.  
 Third Floor : Units No. 301 to 342  
 Fourth Floor : Unit One + Terrace.

The aforesaid apartments/shops are varying on sq. feet carpet area other amenities as described more particularly in the Floor Plan annexed hereto.

**SCHEDULE III**  
**DESCRIPTION OF THE APARTMENT/SHOP TO BE SOLD**

An apartment/shop no. 337, admeasuring 469 sq. ft. carpet area along with exclusive rights to use toilet no. 16, admeasuring 39 sq. ft. carpet area thus amounting to an aggregate of 508 sq.ft. carpet area (hereinafter referred to as "said Shop") situated on the 3<sup>rd</sup> floor admeasuring 970.29 sq. mtrs having bearing C.T.S. No. 707 A, Survey No. 24, Hissa No. 1 (Part) on the Western Highway, Kandivali (East), Mumbai - 400101.

**SCHEDULE IV**  
**DESCRIPTION OF COMMON AREA AND FACILITIES**

- a. The part and parcel of land shown in red color line on plan annexed here to as "Annexure B"  
 b. Access to the said Building "V Mall", from the D.P. as per shown on the plan.

**SCHEDULE V**  
**DESCRIPTION OF AMENITIES ATTACHED TO APARTMENT/SHOP**

1. Air-conditioner copper piping and drainage piping
2. Firefighting systems with sprinklers and smoke detectors
3. Motorized button operated G.I. Rolling shutters.
4. Vitrified flooring.
5. Gypsum finished Bicen walls with premium quality paints.
6. Internet point and telephone point in each shop.
7. Light fittings in shops.



बसल - ९/		
९०४९८	९५	५५
२०२१		

n

*[Handwritten signature]* M. G. G. G.

IN WITNESS WHEREOF, both the parties hereto have set and subscribed their respective hands to this writing on the day, month and year first hereinabove written.

Signed, sealed and Delivered by  
M/s. Sanghavi Associates  
The "Developer Vendor" withinnamed

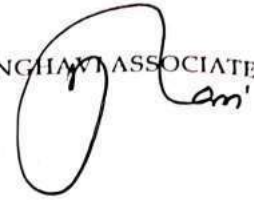
Through its Proprietor - Mr. Haresh N. Sanghavi

In the presence of...

1. 
2. 



)  
) M/S.SANGHAVI ASSOCIATES



) PROPRIETOR




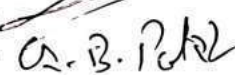
Signed, sealed and Delivered by  
The "Apartment Purchaser/s" withinnamed



) 1) MR. GANESH BHAGWAN GOSAVI

) 2) MRS. M. SURI GANESH GOSAVI

) In the presence of...

1. 
2. 

) 

) Meeosay



बदल - ९/		
१०४९८	१७	५५
२०२१		

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")  
NO. CHE / 8856 / BP (WS) / A / IAF  
3 MAR 2004

COMMENCEMENT CERTIFICATE

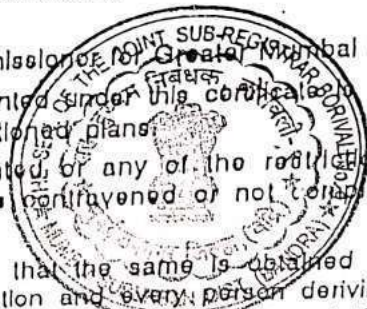
To, Shri Hareesh N. Sanghavi &  
Shri Hitesh N. Sanghavi,  
C.A. to Owner.

Sir,  
With reference to your application No. 301 dated 12.11.2003  
Development Permission and grant of Commencement Certificate under section 45 & 69 of  
Maharashtra Regional and Town Planning Act 1966, to carry out development and build  
permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect  
building to the development work of Proposed bldg. on plot bearing  
C.T.S. No. 707/A

at premises at Street -  
Village Poisar Plot No. - Ward R/S  
situated at Kandivalli (East).

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

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



The Municipal Commissioner has appointed  
Assistant Engineer to exercise his powers and functions of the Planning  
Authority under section 45 of the said Act. Top of Basement Slab as per Amended

This C.C. is restricted for work upto

\* dt. 21.1.2004.

For and on behalf of Local Authority  
Brhannumbal Mahanagarpalika

*D. S. Sankar* 3.304.  
Asst. Engineer, Building Proposal (West. Sub.)  
'P' & 'R' Wards  
r/s

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

WBS / 8856 / RP (WS) / AD

8) This c.c. is now further extended for entire work i.e. Basement + grd. + 3 + 4th (part) upper floors as per approved amended plan. dt. 21/08/2004

- 1 SEP 2004

*[Signature]*  
ATE (BSP)

9) This c.c. is now valid & further extended for the entire work i.e. upto basement + Ground + 3 + 4th (part) upper floors as per approved plan dated 16/9/2005

21 OCT 2005

*[Signature]*  
Asst. Secy. PWD (W) S. R/S

**TRUE COPY**

For DILIP SANGHAVI & ASSOCIATES

**DILIP SANGHAVI & ASSOCIATES**  
10, ANURAM ANSARI ROAD, VILEPARLE (W),  
MUMBAI-400056. PHONE: 26710977 / 26713224



वरत - ९/		
90895	28	44
२०२१		





**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**CHE/WSII/4968/R/C/342**

Office of the Dy.Ch.Eng.(Bldg.Prop) – W. S/II, 2nd Floor 'C' Wing, Municipal Office Bldg, 90 Road, Near Sanskruti Complex, Thakur Complex, Kandivali (East), Mumbai – 400 101

**Approval Letter for the proposal u/s 342 of MMC act amended up to date**

To, <i>Shri. Nishit Sanghavi,</i> Licensed Surveyor Office No. 2, 1st Floor, Mahavir Chamber, 333 – Samuel Street, Nr. Masjid Bunder Railway Station, Mumbai – 400003.	To, <i>Mr. Hareesh N. Sanghavi, Proprietor of M/s.</i> <i>Sanghavi Associates.</i> A/901, Kaledonia, Andheri Sahar Road, Andheri (East), Mumbai - 400069.
---	---

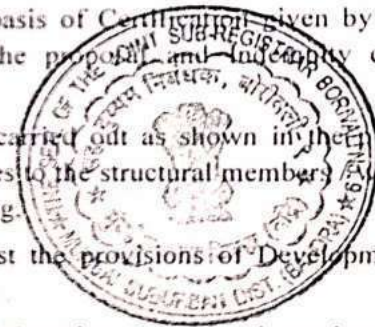
**Sub :** Proposed addition, alteration, sub - division and change of activity from departmental store to commercial shops of existing building named as 'V Mall' at 3rd Floor on plot bearing C.T.S. No. 707 – A of Village Poisar, W.E. Highway, Kandivali (East), Mumbai - 400101.

**Ref :** CHE/WSII/4968/R/C/342

Gentlemen,

In response to your notice u/s 342 of M.M.C. Act, amended up to date and based on the documents submitted by you through L.S. Shri. Nishit Sanghavi, the approval to the subject proposal is hereby granted u/s 342 of said act, subject to following terms and conditions:-

1. The approval to the proposed work is granted on the basis of Certification given by the Licensed Surveyor and plans submitted along with the proposal and Undertaking by owner for the proposed work.
2. The proposed internal additions & alterations shall be carried out as shown in the plans approved under even number, without making any changes to the structural members, walls or without damaging the structural members of the building.
3. The internal additions & alterations shall not be against the provisions of Development Control Promotion Regulation 2034.
4. The proposed work shall not involve any modification or alteration to structural members of the building or shall not require any structural changes.
5. The work shall be executed under the supervision of appointed Licensed Surveyor, Structural Engineer and Site Supervisor only and all the materials for the proposed work shall be used of good and standard quality.
6. The proposal shall not have involvement of any utilization of additional Floor Space Index (F.S.I.)



for the proposed work shall be used		
90825	30	MY
Floor Space Index		
२०२१		



Plan approved by the SWM Department of Municipal Corporation of Greater Mumbai, till grant of full Completion Certificate.

21. That all the conditions in the orders of Hon'ble Supreme Court of India dated 15.03.2018 in the case of dumping ground should be complied with.
22. That the permission shall stand revoked / cancelled in case the documents, information provided is false or fabricated or in case of breach of any of the above conditions, this approval is liable to be revoked.

SUHAS  
BHAGWAN  
GOTHANKAR

S.E.B.P. (R/C)

Abhijit  
Bandu  
Sankhe

A.E.B.P. (R/S)

Vinod  
Kondiram  
Kekan

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

Digitally signed by  
Vinod Kondiram  
Kekan  
Date: 2019.07.22  
17:38:18 +05'30'



ब.र.ल - १/		
१०४९८	३२	VJY
२०२१		