Receipt (pavli)

450/2643

पानती

Original/Duplicate

Monday, February 03, 2025

6:40 PM

नोंदणी क्रं. :39म Regn.:39M

पावती कं.: 2860

दिनांक: 03/02/2025

गावाचे नाव: भायखळा

दस्तऐवजाचा अनुक्रमांक: बबई3 -2643-2025

दस्तऐवजाचा प्रकार : वाँग्रीमेंट दू सेल -

सादर करणाऱ्याचे नाव: रेहाना गफ्फार वडगामा

ন্ব. 30000.00

₹. 1640.00

কু. 31640.00

थागणास मूळ दस्त ,युवनेल्डिप्रेट,सूची G:58 PM ह्या वेळेस<sup>्</sup>मिळेलु

वाजार मुल्य: रु.7135548.97ू मोबदला रु.7200000/-

भरतेले मुद्रांक शुल्क : ४. 360000)-

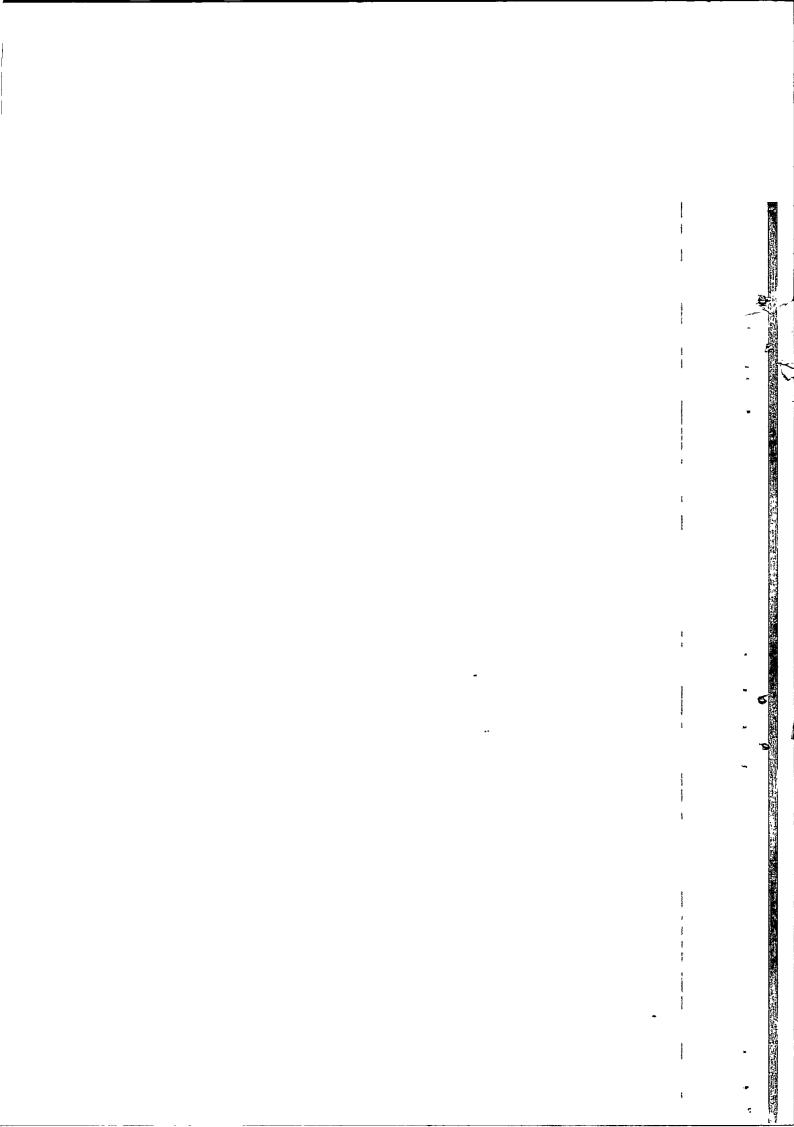
मह दुय्यम् निवंधक, मुंदई-3

1) देवकाला प्रकार: DHC रक्षम: रु:1640/-हीडी/धनादेश/पे ऑर्डर क्रमांक: 0225039119355 दिनांक: 03/02/2025

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

डी-51/धनादेश/पे ऑर्डर क्रमांक: MH014985181202425E दिनांक: 03/02/2025

र्वकेने नाव व पत्ता:



Index-II

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सुची क्र.2

द्य्यम निबंधक : सह दु. नि. मुंबई शहर 3

दस्त क्रमांक : 2643/2025

नोदंणी : Regn:63m

### गावाचे नाव: भायखळा

(1)विलेखाचा प्रकार

अँग्रीमेंट टू सेल

(2)मोवदला

04/02/2025

7200000

(3) बाजारभाव(भाडेपटटगाच्या वावतितपटटाकार 7135548.97

आकारणी देतों की पटटेदार ते नमुद करावे)

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

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: फ्लॅट नं. 2401,24वा मजला 39.85 चौरस मीटर रेरा कार्पेट एरिया,विस्मिल्लाह स्पेस रेसिडेन्सी,7-3 हुज़ारिया स्ट्रीट 63/87,डीमटीमकर रोड नागपाडा मुंबई-400008,,,,,,सी एस नं. 1348-1349 भायखळा विभाग, नोटिफिकेशन क्रमांक - शासन आदेश क्र मुद्रांक - 2021/ अनी. सं. क. 12/ प्र. क्र. 107/ म -1(घोरण)दि. 31.3.2021 अन्वये महिलामाठी 1 टक्के सूट( ( C.T.S. Number : 1348-1349 ; ) )

(5) क्षेत्रफळ

1) 39.85 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा सादेश अमल्यास,प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10)दस्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमांक,खंड व पृष्ठ

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

1): नाव:-निर्वान इन्फ्रास्ट्रक्चर प्राय्व्हेट लिमिटेड तर्फे संचालक मोहम्मद अकरम निर्वान तर्फे कुल मुखत्यार मोहम्मद दानिश निर्वान वय:-24; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 10, गणेशवाडी, एम.जे. मार्केट, सबेरी बाजारः मुंबई-महाराष्ट्रः मुम्बई- पिन कोड:-400002 पॅन नं:-AADCN4764E

1): नात देवाना गर्फार वडगामा वर्ग में पूजा: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: पलॅट नं 1101-11वा मुजला हार्जी सुलेमान टॉवर विसल खाने मार्ग, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400008 पॅन ने:-

AĞAPV7727M 03/02/2025

03/02/2025

360000 30000



मृल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुट्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

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

सुलम व्यवहारासाठी नागरिकांचे सक्षमीकरण

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

integrated Governance enabling You to Do Business Easily

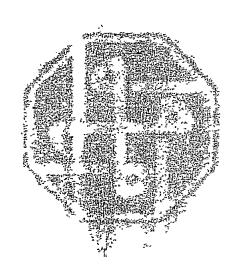
It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email (dated 04/02/2025) toMunicipal Corporation of Greater Mumbai. No need to spend your valuable time and energy to submit this documents in person.

> सह दुय्यमं निबंधक मुंबई शहर क्र. ३,

## Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount :	Used At	Deface Number		Deface Date
1.)	NIRBAN INFRASTRUCTURE PRIVATE LIMITED	eChallan	02300042025012479355	MH0149ูคู518ู1202425E	360000.00	SD	0008577757202	2425	03/02/2025
2		DHC		0225039119355	1640	RF	022503911935	5D	03/02/2025
3	NIRBAN INFRASTRUCTURE PRIVATE LIMITED	eChallan		MH014ลชื่อใช้ไร้ดัรั452E	30000	RF	0008577757202	2425	03/02/2025`

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



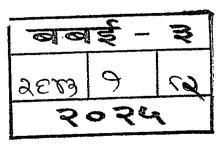
海流的 工作的 各國地 南北 一日

		मूल्यांकन पत्र	क् ( यहरी क्षेत्र - बांधीय )		
Valuation ID	202502039550	海球		03	February 2025,06:03:02 PM
मूल्यांकनाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग	मिर्झा गालीब रोड र	ो. शौकत अली रोड,रामन् ग्रमधील भुभाग (जे.जे.हॉर्	ॐॐ वंद्र भट्ट मार्ग,उत्तरेस मिर्झा ग पीटल)	ग़लीब रोड,पुर्वेस मध्य रेल्वे लाई-	न व पश्चिमेस मौ.आझाद रोड व
सर्व्हें नंबर /न. भू, क्रमांक :	सि.टी.एस. नंबर#।	348		·	
65220	सार मृत्यदर रु. निवासी सदनिका 141550	कार्यालय 171100	दुकाने 226100	औद्योगीक 152760	मोजमापनाचे एकक चौरस मीटर
बांधीव क्षेत्राची माहिती बांधकाम क्षेत्र(Built Up)-	43.835चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
, बांधकामाचे वर्गीकरण- उद्ववाहन सुविधा-	ः I-आर सी सी आहे	मिळकतीचे वय- मजला -	0 TO 2वर्षे 21st floor To 30th floor	बांधकामाचा दर -	Rs.30250/-
* रस्ता सन्मुख - Sale Type - First Sale Sale/Resale of built up I	Property constructed after	r circular dt.02/01/2018	3		
'मजला निहाय घट/वाढ	,	= 115% apply to rate=	Rs.162782/-		
घसा-यानुसार मिळकती	वा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यद	र - खुल्या जमिनीचा दर ) * घसा-	पानुसार टक्केवारी )+ खुल्या जमिनी	चा दर)
		= (((162782-6 = Rs.162782/-	55220) * (100 / 100 ) )+652	220)	
A) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर	* मिळकतीचे क्षेत्र		
		= 162782 * 43.835 = Rs.7135548.97/-			
Applicable Rules	= ,10,4				
एकत्रित अंतिम मूल्य				चीवे मूल्य + वरील गच्चीचे मूल्य + बंदिर + बंदिस्त बाल्कनी + मॅकिनिकल वाहन	स्त वाहन तळाचे तळ
	• • • • • • • • • • • • • • • • • • • •	D+E+F+G+H+I -0+0+0+0+0+0+0			
	Mart 12024012	11-		p	İ



सह. दुय्यम निबंधक, मुंबई शहर क्र. ३,







# **Receipt of Document Handling Charges**

PRN

0225039119355

Receipt Date

03/02/2025

Received from DHC, Mobile number 9999999999, an amount of Rs.1640/-, towards Document Handling Charges for the Document to be registered on Document No. 2643 dated 03/02/2025 at the Sub Registrar office Joint S.R. Mumbai City 3 of the District Mumbai District.

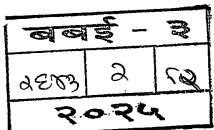
DEFACED ₹ 1640 DEFACED

## **Payment Details**

Bank Name	WIBMOPG	Payment Date	03/02/2025
Bank CIN	10004152025020318242	REF No.	106025925
Deface No	0225039119355D	Deface Date	03/02/2025

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





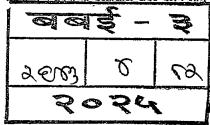


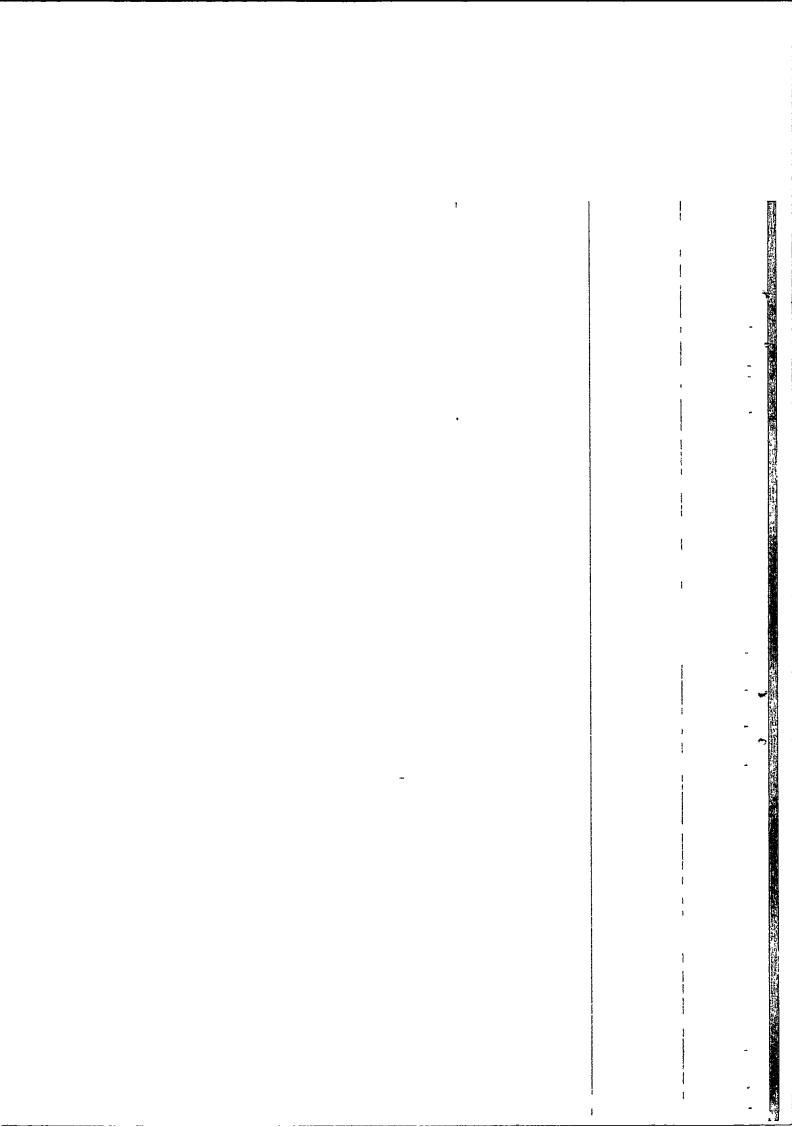
#### CHALLAN MTR Form Number-6



and the second									E1E4	1101	-vuma
GRN MH014985181202425	E BARCODE		<b>1 (11) EVENO</b> (1 <b>1</b> ) (1)	IIII Dat	e 24/01/2025-19:	52:21	Fon	n iD	25.2	2	
Department Inspector Gener	al Of Registration	12-1-		· · · · ·	Payer Deta	ils			-		
Stamp Duty			TAX ID / T	AN (If Any)							
Type of Payment			PAN No.(If	Applicable)	AADCN4764E						
Office Name BBE3_JT SUB F	REGISTRA MUMB	AI CITY 3	Full Name		NIRBAN INFRAS	TRUC	TURE	PRIV	ATE LI	МІТІ	ED
Location MUMBAI	· .										
Year 2024-2025 One	Time		Flat/Block	No.	C S NO 1348 AND	1349	BYC	ULLA	DIVISI	ON	
Account Head	Details	Amount in Rs.	Premises/I	Building	}						
0030045501 Stamp Duty		360000.00	Road/Stree	ot	E WARD						
0030063301 Registration Fee		30000.00	Area/Local	ity	MUMBAI						
			Town/City/	District							
			PIN			4	0	0	0	0	8
			Remarks (i	f Any)	· · · · · · · · · · · · · · · · · · ·	············		· /-		1	
			PAN2≃AGA	PV7727M~	SecondPartyName	=REH	ANA	-	C	3AFI	FAR
			VADGAMA-	-	<i>f</i> /3	T ST	84	EGK	TO S		
							A TO	हेर इंटर			
						•			A. A.		
			Amount in	Three La	kh Ninet Leopisen	d Rup			7	Š	
Total		3,90,000.00	Words		Marie C		UNITED BY			7	
Payment Details B	ANK OF MAHARA	SHTRA		FÇ	OR USE IN RECES	Man	WW.				
Chec	ue-DD Details		Bank CIN	Ref. No.	0230004202501	24793	55 2	502476	56244		
Cheque/DD No.			Bank Date	RBI Date	24/01/2025-19:5	6:22	N	ot Veri	fled wi	th RI	ВІ
Name of Bank			Bank-Branc	h	BANK OF MAHA	RASH	TRA				
Name of Branch			Scroll No.,	Date	Not Verified with	Scrol	l				
Donartment ID :						Mobile	24		0324		

Department ID : Mobile No. : 9322863051 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निवधक कार्यालयात नोदंगी करावयाच्या दस्तासाठी लागु आहे . नोदंगी न करावयाच्या दस्तासाठी सदर चलन लागु नाही .



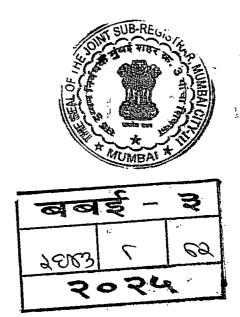




# CHALLAN MTR Form Number 6



		· .								1			7
GRN MH01498	5181202425E	BARCODE	# 100 # A		TO DESIGNATE OF THE PROPERTY AND A SECOND PROPERTY OF THE PROP	III Dat	e 24/0	01/2025-19:	52:21	Forn	n ID	25.2	
Department Insp	ector General C	Registration	1					Payer Deta	ils				
	Stamp Duity	:			TAX ID / TA	N (If Any)							
Type of Payment					PAN No.(if Applicable) AADCN4764E								
Office Name BBI	3_JT SUB REG	IŞTRA MUM	BAI CITY	3	Full Name		NIRBA	AN INFRAS	TRUC	TURE	PRIV	ATE LI	MITED
Location MU	MBAI												
Year 2024-2025 One Time			Flat/Block No. C S NO 1348 AND 1349 BYCULLA DIVIS			DIVISI	ON						
Ac	count Head De	tails		Amount In Rs.	Premises/B	ullding							
0030045501 Stam	p Duty	ı		360000.00	Road/Street		EWA	RD					
0030063301 Regis	stration Fee			30000.00	Area/Locali	ty	MUMI	BAI					
					Town/City/E	)istrict							
	<u> </u>				PIN				4	0	0	0	0 8
				<u></u>	Remarks (If	Any)							
	<del></del> :				PAN2=AGAI	PV772 <b>7</b> M-	-Secon	dPartyName	=REF	IANA			BAFFAR
		-			VADGAMA-								
OF HEFO													
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₹390000 <u>.</u> 0	<u>o</u>	1				T	41- 11-		<u>g</u>			<u> </u>	5
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Total FAC				3,90,000.00	Words			1					
Payment Details	BAN	K OF MAHAI	RASHTRA			F	OR US	E IN RECE	VING	BAN			
	Cheque	-DD Details			Bank CIN	Ref. No.	023	0004202501	2479	355 2	50247	656244	·
Cheque/DD No.		:			Bank Date	RBI Date	24/0	01/2025-19:5	6:22	2	7/01/2	025	
Name of Bank		,			Bank-Branch	1	BAN	NK OF MAH	ARAS	HTRA	` <b>\</b>		
Name of Branch					Scroll No. , I	Date	501	25 , 27/01/2	0 <u>25</u>				
Department ID : NOTE:- This challe	n io velid for d	noument to 1	ha radieto	red in Sub Real	strar office o	niy. Not v	ह्यात राज	r unregister	ea ac	le No.	int.		2863051
NCTE:- I nis chai .सदर चलन केवल गढी .	दुय्यम निषंधक -	कार्यालयात	नोदंणी क	रावयाच्या दस्ती	साठी लागु अ	ाहे. सोदंप	न प		gecij 1		स <u>दर</u> ्	वलगङ्ख	and a
		-	ture Not						'	'ج			
Challan Deface	nd Datelle	Digitally DIRECT AND TR	signed by DS ORATE OF A EASURIES M	CCOUNTS UMBAI 1			9	15163				6	2
Unalian Delaci	en nergilo	Reason: Location	25.02.85 18:41 GRAS Secure : India	Document				2				<u> </u>	
Sr. No.	Remarks		Defac	ement No.		ment Date		UseNd		De	facen	eat Ar	ا - اشسسس
1 (iS)-450-2	643		000857	77757202425		25-18:40:4		IGR184					00.0000
2 (iS)-450-2	643	<u> </u>	000857	7757202425	<del></del>	25-18:40:4		IGR184		<u></u>			00.000
					<b>Total Deface</b>	ment Am	ount					3,9	0,000.00



# AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai this Ozyoday of

## **BETWEEN**

NIRBAN INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and now governed by the Companies Act 2013, having its registered office address at 10, Ganeshwadi, Zaver Bazar, Mumbai 400 002, hereinafter referred to as the "Developers" (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include their successors and assigns) of the ONE PART;

1 1	· · · · · · · · · · · · · · · · · · ·	
		Rehand
Developer	s !	Allottee/s
	·	1

REHANA GAFFAR VADGAMA, an adult, Indian Inhabitant/s, having PAN No.AGAPV7727M, residing at Flat No.1101, 11<sup>th</sup> Floor, Haji Suleman Tower, Vasil Khan Marg, Opp. Badi Masjid, Two Tanks, Mumbai-400008, hereinafter referred to as "THE ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their, heir/s, executor/s, administrator/s and assign/s) of the OTHER PART;

The Developers and the Allottee's shall individually be known as the Party and collectively as the Parties.

#### WHEREAS: -

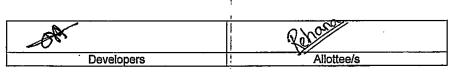
A. The Developers have acquired ALL THAT piece and parcel of land, hereditaments and premises situate, lying and being at South side of Bellasis Junction Road, Byculla, Mumbai and bearing Old Survey No.2421 and 3 and 2/4367, New Survey No.3879 and Cadastral Survey No.1349 of Byculla Division and admeasuring 465 square yards equivalent to 388.80 square meters thereabouts, in the Registration District and Sub-District of Mumbai City and assessed by the Collector of Municipal Rates and Taxes under E-Ward No.687, Old Street No.58-64 and New Street No.63-69, fully occupied by the tenants occupying their respective tenements, hereinafter referred to as "the said First Property"

a. One MR. MOHD. YUSUF HAJI MOHD. HANIF ANSARI, is the Owner and thereby seized and possessed the "said First Property".

Development Agreement dated 15th December, 2007 registered with the office of the Sub-Registrar of Assurances vide Serial No. BBE3- 1799-2008 executed between Mr. Mohd. Yusuf Haji Mohd. Hanif Ansari, therein referred to as the Owner of the One Part and Mr. Javed Haroon Memon Proprietor of M/s. Paradise Construction Company, therein referred to as the Developer of the Other Part, the Owner therein thereby granted development rights to the Developer therein in respect of the said First Property more particularly described in the schedule therein for the terms and conditions more particularly recorded therein.

c. The Owner of the First Property had also executed Irrevocable

Power of Attorney dated 11th March 2008 in favour of the said



Developer i.e., Mr. Javed Haroon Memon Proprietor of M/s. Paradise Construction Company to procure various permissions for redevelopment of the said Property. The said Irrevocable Power of Attorney is registered with the office of the Sub-Registrar of Assurances vide Serial No. BBE3-1800-2008;

- d. By virtue of Development Agreement and Irrevocable Power of Attorney mentioned above, the said Developer viz. Mr. Javed Haroon Memon Proprietor of M/s. Paradise Construction Company had obtained consents from the tenants/occupants of the said First Property and subsequently secured No Objection Certificate (NOC) dated 12<sup>th</sup>September, 2008 and Revised NoC dated 13<sup>th</sup> June, 2009 from Mumbai Building Repairs and Reconstruction Board ("MBRRB"), and secured Intimation of Disapproval from Municipal Corporation of Greater Mumbai ("MCGM").
- e. Due to changes of norms and myriad reasons, the said Developer (i.e. Mr. Javed Haroon Memon Proprietor of M/s. Paradise Construction Company) could not carry out further redevelopment work and thus by Cancellation of Deed of Development Agreement dated 10 July, 2017 registered with the office of the Sub-Registrar of Assurances, Mumbai vide Serial No. BBE 3444-2017 executed between Mr. Mohd. Yusuf Haji Mohd. Haji Ansari, therein referred to as the Owner of the One and Mississipport of M/s. Paradise Construction Company, therein referred to as the Developer of the Other Part, the Owner therein thereby cancelled and treated null and void and ineffective the Development Agreement dated 15th December, 2007 bearing Registration No. BBE3-1799-2008 in respect of the said First Property more particularly described in the particularly recorded
- f. By Cancellation of Irrevocable Power of Attorney egisteracywith, the office of the Sub-Registrar of Assurances, Mumbai vide Serial No. BBE-1- 3445-2017 executed between Mr. Mohd. Yusuf Haji Mohd. Hanif Ansari, therein referred to as the Owner of the One Part and Mr. Javed Haroon Memon Proprietor of M/s. Paradise Construction Company, therein referred to as the Developer of the Other Part, the Owner therein thereby cancelled and treated null and void and ineffective the Irrevocable Power of Attorney dated

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15th December, 2007 bearing Registration No. BBE3-1800-2008 in respect of the said First Property more particularly described in the schedule therein for the terms and conditions more particularly recorded therein.

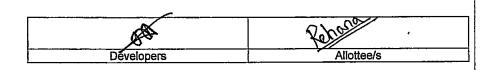
g. By Article of Agreement dated 10<sup>th</sup>July, 2017 registered with the office of the Sub-Registrar of Assurances, Mumbai under Seral No. BBE-1-3446-2017 executed between Mr. Javed Haroon Memon Proprietor of M/s. Paradise Construction Company, therein referred to as the Party of the First Part of the One Part and M/s. Space Builders therein referred to as the Party of the Second Part (i.e. Space therein) and Mr. Mohd. Yusuf Haji Mohd. Hanif Ansari, therein referred to as the Owner/Confirming Part of the Third Part, the Parties thereto thereby decided the consideration and terms and conditions of redevelopment in respect of the said First Property as more particularly recorded therein.

h. By Development Agreement dated 10th January, 2017 duly

registered with the office of the Sub-Registrar of Assurances, Mumbai under Serial No. BBE-1-3447-2017 ("Development Agreement of 2017") executed between Mr. Mohd. Yusuf Haji Mohd. Hanif Ansari, therein referred to as the Owner of the One Part and M/s. Space Builders therein referred to as the Developer of the Other Part, the Owner therein thereby granted development rights to the Developers i.e. Space Builders in respect of First Property, subject to the rights of rehabilitation of the First Property tenants and in consideration of Rs. 50,00,000/- and allotment of three flats admeasuring 400 sq. ft. carpet area each (aggregating 1200 sq. ft. carpet area) to be handed over to the Owner therein of the First Property and on further terms and conditions more particularly recorded therein.

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Pursuant to the said Development Agreement dated 10<sup>th</sup> January, 2017, the said Owner Mr. Mohd. Yusuf Haji Mohd. Hanif Ansari, had also executed an Irrevocable Power of Attorney registered vide Serial No. BBE-1-3573 in favour of Partners of M/s. Space Builders, therein appointed them as his true and lawful attorney for the purpose of approaching various authorities with respect to redevelopment of the said First Property for obtaining various requisites, permissions, approvals, obtaining sanction to the



building plans and/or amendments thereof.

- B. The Developers have acquired ALL THAT piece or parcel of land or ground along with building ground plus three upper floors situated and lying in the Island of Mumbai and in the Registration District and Sub-District of Mumbai City and of Mumbai Suburban containing and measuring 284.00 square yards equivalent 237.46 square meters area or thereabout and registered in the Books of the Collectors New No.2890, Rent Roll No.1319 New Survey No. 1/3880, 2/3880 and Cadastral Survey No.1348 of Byculla Division and which said messuage and tenements are assessed by the Collector of Assessment under Part of "E" Ward Nos. 225- 226 Old Street No. 1-9-73 and New Street Nos. 60,62,215,217,229, Dimtimkar Road, Mumbai 400 008 fully occupied by the tenants occupying their respective tenements hereinafter referred to as "the said Second Property" from the Owner, M/s. Space Builders, as follows:-
  - a. One, Mr. Abidbhai Abdul Hussain, was seized and, possessed of the said Second Property as Owner.

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b. The said Mr. Abidbhai Abdul Hussain died intestate on 28<sup>th</sup> March, 2001, leaving behind his wife Zubeda W/o. Abidbhai Abdul Husain, and 3 Sons, namely, (1) Mr. Kezar Abidbhai Abdul Husain, (2) Mr. Salim Abidbhai Abdul Husain, (3) Mr. Mohsin Abidbhai Abdul Husain, being the only heirs and legal representatives of the said deceased.

c. That, one of the 3 sons namely Salim Abidbhai and dust lused in also died intestate leaving behind him his wife Wrs. Sakina Salim Haveliwala and two daughters (1) Ms. Fatima Salim Haveliwala and (2) Ms. Rashida Salim Haveliwala, being the only heirs and legal representatives of the deceased Mr. Salim Abidbhai.

d. The said legal heirs of deceased Mr. Salim Abidbhai Abdel Presentation and 26th March, 1970 stating the six are the only legal heirs and legal representatives for the said deceased.

e. By Deed of Conveyance dated 1st June, 2011 registered with the Joint Sub-Registrar of Assurances Mumbai bearing Serial 1888.

BBE- 1/4875/2011 executed between (1) Mrs. Zubeda A. Haveliwala (2) Mr. Kezar A. Haveliwala (3) Mr. Mohsin A. Haveliwala (4) Mrs. Sakina Salim Haveliwala, 5) Ms. Fatima Salim

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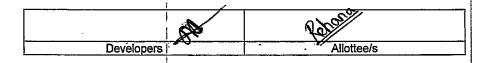
Haveliwala 6) Ms. Rashida Salim Haveliwala, therein referred to as the Vendors of the One Part and M/s. Builtsum, therein referred to as the Purchaser of the Other Part, the said Vendors therein did thereby sold, transferred and assigned the right, title and interest in respect of the said Second Property more particularly described in the schedule therein subject to the occupancy of Tenants in favour of the said Purchaser M/s. Builtsum for the consideration and terms and conditions more particularly described therein.

f. By Deed of Conveyance dated 27th December, 2013 registered with the Joint Sub-Registrar of Assurances Mumbai bearing Serial No. BBE- 5/5424/2013 executed between M/s. Builtsum, therein referred to as the Owner of the One Part and 1) Mr. Munaf Suleman Vadgama and 2) Abdul Karim Ahmed Wadia, therein referred to as the Purchasers, the Owner therein sold, transferred and assigned the right, title and interest in respect of the said Second Property more particularly described in the schedule therein, subject to the occupancy of Tenants in favour of the said Purchasers for the consideration and terms and conditions more particularly described therein.

g. By Deed of Conveyance dated 31st January, 2018 registered with the Joint Sub-Registrar of Assurances Mumbai bearing Serial No. BBE-4-1174/2018 executed between 1) Mr. Munaf Suleman Vadgama and 2) Mr. Abdul Karim Ahmed Wadia, therein referred to as the Vendors of the One Part and M/s. Space Builders, therein referred to as the Purchasers, the Vendors therein sold, transferred and assigned the right, title and interest in respect of the Second Property subject to the occupancy of Tenants in favour of the said Purchaser therein for the consideration and terms and conditions more particularly described therein.

The said First Property and the said Second Property are hereinafter collectively referred to as the "the said Properties" and more particularly bescribed as Firstly and Secondly in the First Schedule hereunder written.

registered with the Office of the Sub Registrar of Assurances vide Serial No. BBE-1-3447-2017 and Deed of Conveyance dated 31st January, 2018 registered with the Joint Sub-Registrar of Assurances Mumbai bearing Serial No. BBE-4-1174/2018, Space Builders have secured from the MBRRB composite and revalidation of NOC in respect of the First Property



and Second Property in their name for the purpose of redevelopment of the said Property as referred above

Space have secured sanctioned plans in terms of intimation of Disapproval dated 24<sup>th</sup> June, 2020 for construction of a building consisting of ground plus 26 upper floor and have also secured Commencement Certificate dated 20<sup>th</sup> May, 2021.

In pursuance to the sanctioned plans, Space have got vacated the tenants on the said Property and shifted them in a transit accommodation by paying transit rent and have demolished the two buildings standing thereon for the purpose of redevelopment of the said property.

By Development Agreement cum Assignment of Development Agreement dated 17th August, 2022 executed between M/s. Space Builders therein referred to as "Space" of the One Part and Nirban Infrastructure Pvt. Ltd., therein referred to as "Nirban" of the Second Part and Mr. Mohd. Yusuf Haji Mohd. Hanif Ansari, therein referred to as "the Confirming Party" of the Other part, Space therein did thereby with confirmation of the Confirming Party therein have granted exclusive development rights cum assignment of development rights unto the Nirban Infrastructure Private Limited with an absolute, exclusive and irrevocable rights and authority to redevelop the said Property for the consideration and on the terms and sand assignment as more particularly stated therein.

The said Development Agreement cum Assignment of Development Agreement is duly registered with the Office of the Sup Registration Assurances at Mumbai under Serial No. BBE-3-14867/2022 dated 17<sup>th</sup> August, 2022.

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By Irrevocable Power of Attorney duly registered with the Office of the Sub Registrar of Assurances at Mumbai under Serial No. BBE-3-14869/2022 dated 17th August, 2022 executed by (1) Mr. Mannan Zoeb Kagalwala. (2) Mr. Shamim ul Haq Chowdhary, partners of M/s. Space Builder in Builder of Mr. Mohammed Akram Nirban, Director of Nirban Infrastructure in Ltd. and Mr. Mohammed Danish Nirban as their true and lawful attorned iointly and severally carrying out redevelopment and for managing of the said First and Second Property in terms of the Development Agreement cum Assignment of Development Agreement and also granted substitute Power under the registered Irrevocable Power of Attorney dated 10th July, 2017 executed by Mr. Mohd. Yusuf Haji Mohd. Hanif Ansari, to

Developers Allottee/s

do all acts and deeds as stated in the said Irrevocable Power of Attorney for and their behalf in favour of afore stated Attorney.

- By virtue of the aforesaid diverse documents the Developers herein have become absolute authority and are entitled to redevelop the said First, Property and Second Property which is hereinafter collectively referred to as the said "PROPERTIES" and more particularly set-out in the First Schedule hereunder written.
- K. The Developers are redeveloping the said Property more particularly described in the Third Schedule hereunder written under Regulation 33(7) of Development Control and Promotion Regulation 2034 and/or such other scheme/s of redevelopment.
- L. By Letter dated 10<sup>th</sup> July, 2023 issued by Municipal Corporation Greater Mumbai, Developers has obtained sanction for Change of Developers in respect of the said Property.

The Developers propose to construct on the said Property a building to be

known as "BISMILLAH SPACE" consisting of Ground Floor plus 38 upper Floors by utilizing the entire potential of the said property being FSI, TDR and compensatory, non-compensatory by any future FSI generated from road set-back, surrender of rehab area, contravening structures, splitting FSI amalgamation adjoining plots and/or any other FSI including but not limited to utilization of floating FSI of this Property on other Property/ies and/or on this Property of other property/ies and/or available permissible FSI by loading of FSI pertaining to contravening structure/s that may be presently available or that may accrue or become available in future till the date of conveyance of the land executed in favour of the Society, condominum or any of the organization, fungible FSI and other benefits as may be made available under the Regulations and/or Development Permissions.

The Mumbai Building Repairs and Reconstructions Board (MHADA Unit)

Building Repairs and Reconstructions Board (MHADA Unit)

Building Repairs and Reconstructions Board (MHADA Unit)

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Intimation of Disapproval (under section 346 of the MMC Act as amended up to date) and amended sanctioned plan for construction of a new building dated 27<sup>th</sup> July, 2023.

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By Further Commencement Certificate dated 12<sup>th</sup> September, 2023, Municipal Corporation Greater Mumbai, further extended Commencement Certificate up to 34<sup>th</sup> floor as per last amended approved plans dated 27<sup>th</sup> July, 2023.

The Developers have represented that they shall construct the building in accordance with all the approvals, sanctions permissions and shall obtain further approvals, sanctions and permission as may be required in respect of Residential Building to be known as "BISMILLAH SPACE". The copies of Intimation of Disapproval (I.O.D.) and Commencement Certificate (C.C.) referred hereinabove are annexed hereto and marked as Annexures "1" and "2", respectively;

Pursuant to various permission granted by the Concerned Authority, the Developers are constructing a building known as "BISMILLAH SPACE", as per the layout plan and buildings plans sanctioned by the Mumbai Housing and Area Development Authority [MHADA], the inspection of which has been given by the Developers and the Allottee/s have seen and approved with only such modifications as the Developers may consider necessary or as may be required by the MCGM or such concerned local authority on the said Property in accordance with the said sanctioned plan and shall sell the premises therein for residential use on "Ownership basis or such other basis as the Developers may in their absolute discretion deem it and proper

The title of the Developers herein as to the said Property mentioned in the First Schedule hereunder written is certified by Diamondwal & Co. Solicitors and Advocates, as per his Legal Title Report dated 8th November, 2023, the authenticated copies of the Legal Title Report and the authenticated copies of Property Card and Index II showing the name of the Developers, as Developers are hereto and marked Annexure "3" and "4 (Colly)" respectively.

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The Allottee/s has/have seen the said Property prior to the Accusion of this Agreement. The Allottee/s has/have demanded from the Developers and the Developers have given inspection to the Allottee/s of attitude documents of title relating to the said Property including copy of the Title Certificate issued by Diamondwala & Co., Solicitors and Advocates of Developers. Property Register Card, Relevant Orders, Approved Plans, IOD, GC., designs and specifications prepared by the Developers' Architects and all other documents as specified under the Maharashtra Ownership of Flats (Regulations of the Developers of Construction, Sale, Management and

Developers Allottee/s

Transfer) Act, 1963 (MOFA) and The Real Estate (Regulation and Development Act, 2016) (hereinafter referred to as the said Act) and rules made thereunder which is hereby acknowledged and confirmed by the Allottee/s. The Allottee/s is/are duly satisfied with the same and has/have no objection or requisition with regard to the Title of the Developers.

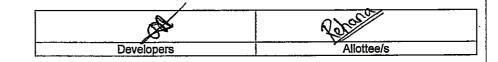
- u. The Developers have informed to the Allottee/s and the Allottee/s is/are aware that the Developers will redevelop the said Property by constructing building to be used for residential purpose as set out in recital "M" hereinabove as per the sanctioned plans, with such modifications thereto as the Developers may from time to time determine and as may be approved by the concerned local bodies and authorities. The schedule of the said redevelopment will also be determined by the Developers at their own discretion.
- V. The authenticated copy of the plan and specification of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority has been marked on the plan annexed and marked as Annexure "5" with red colour hatched lines.
- w. The Developers have entered into a standard agreement with Architect registered with the Council of Architects and have appointed Structural Engineer for preparation of the plans, structural designs and drawings of the said Building to be constructed on the said Property. However, the Developers shall have the right to remove and substitute the Architects and/or Structural Engineers until the said entire Building shall be completely developed.

The said building being "Bismillah Space" constructed by the Developers on the said Property more particularly described in the Third Schedule hereunder written shall be of the following description:

- Part portion of Basement and Ground shall be used for podium

  Parking
- · Ground Floor shall be partly used for commercial,
- 1<sup>st</sup> Floor to 38 Floor shall be used for partly for commercial and partly for residential apartment as per sanctioned Plan;

The Allottee/s is/are fully and properly informed and is/are aware that the brochures, leaflets, handouts, presentations, advertisements, oral or written representations made by or on behalf of the Developers and any other such informative material provided by the Developers (hereinafter referred to as



representation of concept and that the same is likely to be changed, modified etc. from time to time and printed in different formats. The Allottee/s is/are aware that such informative material shall not form part of this Agreement and that the informative material will cease to be of any consequence for all purposes whatsoever, on execution of this Agreement and that this Agreement, the terms and conditions hereof supersede all such informative material and contents thereof.

Z. The Developers have entered into and/or shall enter into such Agreement with other person/s and/or parties in respect of the Sale of Flat/s, Car Parking Space/s etc. in the said Building/s.

appearing.

- The Allottee/s has/have full knowledge of the details and documents specified hereinabove and having fully understood the said disclosure made by the Developers and the Allottee/s has/have expressed desire to purchase and acquire Flat No.2401, admeasuring 39.85 sq. mts. Carpet area (Carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but included the area covered by the internal partition walls of the Apartment) or the Floor in the said Building to be named as "BISMILLAH SPACE" to be constructed on the said Property (hereinafter referred to a file "said Apartment") and more particularly described in the Second Carpet Schedul hereunder written for the consideration of Rs.72,00,0000 Rupees Seventy-Two Lakhs Only) and on the terms and conditions hereinafter
- Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate

  Regulatory Authority vide a registration number P51900054797 herete

  annexed and marked as Annexure "6"

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- execute a written Agreement for Sale of said Apartment with the Allottee's being these presents for the sale of the Apartment in the proposed Building and also to register the said Agreement under the Registration Act, 1908.
- The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

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- contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- EE. Upon execution of these presents the Allottee/s has/have paid to the Developers a sum of Rs.72,00,000/- (Rupees Seventy-Two Lakhs Only) being full and final amount of the sale consideration for the Apartment agreed to be sold by the Developers to the Allottee/s (the payment and receipt whereof the Developers both hereby admit and acknowledge).
- FF. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developers hereby agrees to sell and the Allottee/s hereby agrees to purchase the (Apartment) and the covered parking (if applicable).

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

1. The Developers shall construct a building to be known as "BISMILLAH."

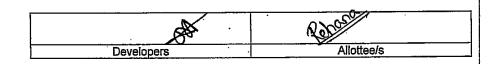
SPACE" as per the layout plan and buildings plans sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) on the said Property in accordance with the plans, designs, specifications approved by (MCGM) from time to time so as to enable the Developers to consume the full building potential of the said Property in accordance with the approved/proposed plans. Provided that the Developers shall have to obtain prior consent in writing of the Allottee/s in respect of variations or

except any alteration or addition required by any Government authorities or due to change in law.

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The Alle tee/s hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Allottee/s Flat No.2401 admeasuring 39.85 sq. meters carpet area on 24th Floor in the building to be known as "BISMILLAH SPACE" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure 7 for the consideration of Rs.72,00,000/- (Rupees Seventy-Two Lakhs Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith.

The Allottee/s has/have paid to the Developer a sum of Rs.72,00,000/-(Rupees Seventy-Two Lakhs Only) before the execution of this



Agreement being the **Full and Final Payment** (the payment and receipt whereof the Developers hereby admit and acknowledge) in respect of the total sale consideration of the said flat/apartment.

The Allottee/s shall pay to the Developers, the said consideration stated in clause 2A after deduction of and/or withholding such amount towards Tax Deducted at Source ("TDS") which is currently 1% (one per cent) of the amounts to be paid to the Developers (in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961, as amended. The Allottee/s agrees and undertakes to produce to the Developers, respective TDS Certificates (Form 16B) evidencing payments of such respective TDS, within a period of 21 (twenty-one) days from the respective dates of such payments of TDS made by the Allottee/s and/or before the end of the respective Financial Year in which such payments of TDS would have been made, whichever is earlier, and in any event, prior to taking possession of the said Premises. It is specifically agreed that in the event of default on the part of the Allottee/s in making payment of TDS and/or producing the respective TDS Certificates for the same within 21 (twenty-one) days from the date of payment and/or before the end of the respective Financial. Year in which such payments of TDS would have been made and/or prior to taking possession of the said Premises, as the case may be and as specified herein, then the Allottee/s shall be deemed to have not paid the TDS and hence, shall be liable to deposit with the Developers, the amount equivalent to the amounts aggregating to the TDS deemed to be unpaid (in respect whereof, respective TDS Certificates shall not have been produced to the Developers), without interest, on or before taking possession of the said Premises, which amount shall be refunded by the Developers to the Allottee/s on the Allottee/s's producing the respective TDS Certificates.

Even if the Allottee/s has/have obtained a loan from any Bank or Financial Institution for payment of the Consideration for part thereof in respect of the said Apartment (which requires the prior written consent of the Developers), the Allottee shall be solely responsible and liable to ensure timely payment of the Consideration (or part thereof) and all other amounts payable under this Agreement to the Developers as and when due, even if the loan or part thereof is not disbursed by the Bank Financial Institution for any reason whatsoever.

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2F. The Allottee/s further agrees that the Developers shall not in any way be liable or responsible for the repayment of the loan taken by the Allottee/s. All costs in connection with the procurement of the Loan and creation of a mortgage over the said Apartment and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Developers shall have a lien on the Flat to which the Allottee/s has no objection and hereby waives his/her/their right to raise any objection in that regard.

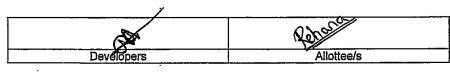
2G. The Allottee/s hereby expressly agrees that so long as the loan and the total consideration remains unpaid / outstanding, the Allottee/s subject to the terms hereof, shall not sell, transfer, let out and / or deal with the Apartment in any manner whatsoever without obtaining prior written permission of the Developers and / or the relevant banks / financial institutions which have advanced the Loan. The Developers shall not be liable for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee/s to inform the ultimate organization about the lien / charge of such banks / financial institutions and the Developers shall not be liable or responsible for the same in any manner whatsoever.

The Allottee/s indemnifies and hereby agrees to keep indemnified the Developers and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developers and

that any bank / financial institution may initiate on account of the Loan or or the recovery of the Loan or any part thereof or on account of any preachby the Allottee/s of the terms and conditions governing the Loan.

to pay by anyone shall be deemed as failure to pay by both and all the Allottee/s shall be treated as one single person / entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developers) up to the date of handing over the possession of the



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#### [Apartment].

The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developers undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on full and final sale consideration payments.

The Developers is entitled to amend or vary the redevelopment scheme or layout, for optimal use of the available development potential and/or as may be required by MCGM or any other concerned authority from time to time subject to prior consent of the Allottee/s as required under the said Act. The Developers have further informed the Allottee/s that in the event of the layout in respect of the said Building would be amended; there may be variation in the area of the said Premises to the extent of (±) 3% (Plus or Minus three percent). It is however, specifically agreed between the Developers and the Allottee/s that if the area of the said Premises sublified increase or decrease on account of change in layout plans as contemplated herein, the consideration amount as specified light enableve (which is to be derived as a consequence of such increase of decrease the area of the said Apartment), shall also vary according in such eventuality, in case there shall be reduction in the all consideration shall be reduced to the extent of reduction in the area and the same shall be adjusted at the time of handing over possession of the said Premises to the Allottee/s. Similarly, in case of increase in the area, the additional consideration amount, to the extent of such increase, shall be payable by the Allottee/s together with the remaining unpate amount

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The Developers shall confirm the final carpet area that has been Allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (3%) three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers. If there is any

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and, in any event, prior to taking possession of the Premises.

reduction in the carpet area within the defined limit then Developers shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area Allotted to Allottee/s, the Developers shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan.

- 2N. The Allottee/s authorizes the Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s, as the Developers may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Developers to adjust the payments in any manner.
- Onder / Demand Drafts in favour of "Nirban Infrastructure Pvt. Ltd.". The payments towards Service Tax/GST shall be made by Account Payee Cheques / Payer Cheques / Pay Order / Demand Drafts in favour of "Nirban Infrastructure Pvt. Ltd.". The payments towards Service Tax/GST shall be made by Account Payee Cheques / Pay Order / Demand Drafts in favour of "Nirban Infrastructure Pvt. Ltd.", unless otherwise informed by the Developers to the Allottee/s in writing. No payment made otherwise than as aforesaid, shall be valid or binding against the Developers.

The Developers hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans

or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, social from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

Time is essence for the Developers as well as the Allottee/s. The project and handing over the [Apartment] to the Allottee/s and the common areas to the association of the Allottee/ss after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers.

3. The Developers hereby declares that the Floor Space Index available as on date in respect of the project land is as per the approved plans and the

Developers Allottee/s

Developers has planned to utilize the balance available Floor Space Index availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developers has disclosed that the entire Floor Space Index is proposed to be utilized by them on the project land in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment/s to be carried out by the Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers Only.

- 4.1 If the Developers fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee/s, the Developers agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Developers under the terms of this Agreement from the date the said amount is payable.
- without prejudice to the right of Developers to charge interest in terms and clause 4.1 above, on the Allottee/s committing default in payment or date of any amount due and payable by the Allottee/s to the Davelopers under this Agreement (including his/her proportionate share of taxe levied by concerned local authority and other outgoings) and on the Allettee/s computing default of payment, the Developers shall at his own option, which this Agreement.

Provided that, Developers shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of hie intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, Developers shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to

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Developers) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Developers.

- 5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Developers in the said building and the Apartment as are set out in Annexure "8" annexed hereto.
- 6. The Developers shall give possession of the Apartment to the Allottee's on or before 31<sup>st</sup> December 2027. If the Developers fails or neglects to give possession of the Apartment to the Allottee's on account of reasons beyond his control and of his agents by the aforesaid date then the Developers shall be liable on demand to refund to the Allottee's the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developers received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of —

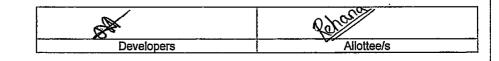
(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

Procedure for taking possession - The Developers, upon obtaining the

Allottee/s as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Developers shall give possession of the [Apartment] to the Allottee/s. The Developers agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the previsions, fermalities, documentation on part of the Developers. The Allottee/s agree(s) to pay the maintenance charges as determined by the Developers or association of Allottee/s, as the case may be. The Developers on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

The Affottee/s shall take possession of the Apartment within 15 days of the written notice from the Developers to the Allottee/s intimating that the said Apartments are ready for use and occupancy.



- 7.3 Failure of Allottee/s to take Possession of [Apartment]: Upon receiving a written intimation from the Developers as per clause 7.2, the Allottee/s shall take possession of the [Apartment] from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers shall give possession of the [Apartment] to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.2 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Developers any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the Act.
- 8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.
- 9. The Developers shall take steps to form a Society or Association or a Limited Company after the majority of the apartments are booked in the project. The Allottee/s along with other Allottee/s(s) of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Developers may decide and for this purpose als from time to time sign and execute the application for registration sand/o membership and the other papers, and documents necessary for the format and registration of the Society or Association or Limited Corficants and becoming a member, including the bye-laws of the proposed Society and duly it in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the Allottee/s, so as to enable the Developers to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the fact that be, or any other Competent Authority.
- 9.1. The Developers shall, within three months of redistration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the

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Vendor/Lessor/Original Developers and/or the Developers in the said structure of the Building or wing in which the said Apartment is situated.

- 9.2. The Developers shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title-and the interest of the Vendor/Lessor/Original Developers and/or the Developers in the project land on which the building with multiple wings or buildings are constructed.
- 9.3. Within 15 days after notice in writing is given by the Developers to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Developers such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Developers provisional monthly contribution to be determined by the Developer towards the outgoings. The

and remain with the Developers until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction are ided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, as the case may be.

10. The Allottee/s shall on or before delivery of possession of the said premises keep-deposited with the Developers, the following amounts: -

Rs. 501/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

Rs. 25,000/- for formation and registration of the Society or Limited Commany/Federation/ Apex body.

iii) Rs. 20,000/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

Developers Allottee/s

- iv) Rs. 48,000/- towards advance payment for 12 months on ad-hoc basis for Society Maintenance, Taxes and other outgoings.
- v) Rs. 33,000/- for Deposit towards Water, Electric, and other utility and services connection charges &
- vi) Rs. 30,000/- towards Infrastructure and Development Charges.
- The Allottee/s shall pay to the Developers a sum of Rs. 1,56,501/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developers in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Developers, the Allottee/s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Developers, the Allottee/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation of transfer in respection file structure of the said land to be executed in favour of the Apex Body of Federation.

#### 13. REPRESENTATIONS AND WARRANTIES OF THE DEV民经产民民

The Developers hereby represents and warrants to the Allottee/s as in the Allottee

The Developers has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project and for the implementation of the Project;

The Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and Shall obtain requisite approvals from time to time to complete the development of the project;

There are no encumbrances upon the project land or the Project except. those disclosed in the title report;

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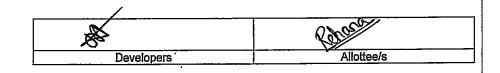
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Developers has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee/s under this Agreement;

The Developers confirms that the Developers is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee/s in the manner contemplated in this Agreement;

At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;

The Developers has duly paid and shall continue to pay and discharge studies uted governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and ether putgoings, whatsoever, payable with respect to the said project to the competent Authorities;

No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been



received or served upon the Developers in respect of the project land and/or the Project except those disclosed in the title report.

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To utilize the entire plot FSI, incentive FSI, Compensatory and noncompensatory, Fungible FSI, TDR, any future FSI and/or the FSI that may be generated due to road set back, surrendering of rehab area, contravening structure/s by amalgamation of adjoining plot/s or by any other mode or such other benefits, which may directly and/or indirectly generated and to be utilize by the Developers for the purpose of carrying out construction of the new building on the said Property, subject to the Sanctioned Plan, and/or amended Plans thereto, that may be sanctioned by MCGM under various Regulations of Development Control and Promotion Regulations 2034 ("DC&PR 2034") and to utilize the entire plot FSI, TDR, Compensatory and non-compensatory Fungible, by any future FSI generated from road set-back, surrender of rehab area, contravening structures, splitting FSI, amalgamation adjoining plots and/or any other FSI including but not limited to utilization of floating FSI of this Property on other Property/ies and/or on this Property of other property/ies and/or by loading of FSI pertaining to contravening structure/s that may be presently available or that may accrue or become available in future till the date of conveyance of the land executed in favour of the Society, Condominium or any of the Organization. The Developers to sell the balance SUB-RE remaining construction of proposed new building in the open market and to appropriate the net sale proceed thereof at the Developers, discretion In the event, the entire FSI of the said Property not being utilized it constructing new building for any reason whatsoever, the unutilize balance FSI, if any shall belong absolutely to the Developers and have absolute right, title or interest of any nature whatsoever in respectively unutilized balance FSI and the Developers shall be entitled to use the said FSI on other Plot/s of by loading floating FSI and/or convert it into TDR. Furthermore, if in future any further FSI or TDR or entitlements is available or generated of the said Property the same she absolutely to the Developers.

14. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covernants with the Developers as follows:

To maintain the Apartment at the Allottee's/s' own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the

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Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

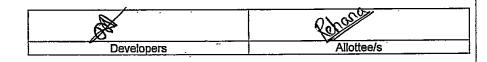
iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developers to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

in or to the Apartment or any part thereof, nor any alteration of whatever in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developers and/or the Sepiety or the Limited Company.

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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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.



vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Developers within fifteen days of demand by the Developers, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

ix. The Allottee/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 Apartment until all the dues payable by the Allottee/s to the Developers under this Agreement are fully paid up.

x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments therein and for the observance and performance of the said building and the Rules Regulations and Bye-laws for the time being of the concernation authority and of Government and other public bodies. The Allottee's shall observe and perform all the stipulations and conditions laid down by society/Limited Company/Apex Body/Federation regarding the occupant use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allettee's shall permit the Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof 2003

the terms of this Agreement.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Alfottee/s shall permit the Developers and their surveyors and agents, with or without workmen

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and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- 15. The Developers shall maintain a separate account in respect of sums received by the Developers from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative. Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developers until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned:
- 17. Till a Conveyance or Assignment of the said property and the said building is executed, the Developers shall be entitled with or without workmen, surveyors' agents and others, at all reasonable times, to enter into the said flat and the said Building or any part thereof which may affect the stability of the structure and elevation of building with a view to and examine the state and conditions thereof;

The Developers may sell, transfer or assign all their rights, title and interest in the said property (subject to the rights and interests created in favour out in all of the control of the unsold flats in the said Building but without in any magner affecting the Allottee/s's rights;

The Developers hereby reserve their right to give for the purpose of advertisement, or by putting up hoardings or Neon Light hoardings, etc. on any open spaces/common areas and/or income from DTH, Internet and Cable Operator in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Developers may desire. The said right shall continue to subsist even after the execution of Conveyance or Dassignment of the said property and the said building in favour of the society or common Organization/Association to be formed by the flat Allottee/ss;

#### 20. INDEMNIFICATION BY THE ALLOTTEE/S:

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The Allottee/s shall indemnify and harmless, and keep indemnified and harmless the Developers, from time to time, against any and all actions, claims,

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demands, proceedings, costs, damages, expenses, losses and liability (including professional fees/costs incurred in relation thereto) of whatsoever nature incurred or suffered by the Developers, directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developers under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his obligations under this Agreement; and (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the said Flat and/or the said Property and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his agents, servants, tenants, guests, invitees, contractors (including their sub-contractors) and/or any person or entity under his control and (d) from Allottee/s's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

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#### 21. NON-RESIDENT ALLOTTEE/S:

Allottee/s only.

The Allottee/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition I sale I. transfer of immovable properties in India, etc. and provide the Developers with such permission, approvals which would enable the Developers to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Allottee/s understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Developers accept no responsibility / liability in this regard Allottee/s shall keep the Developers fully indemnified and harmless in the Whenever there is any change in the residential status of the Avet subsequent to the signing of this Agreement, it shall be the sole responsibility the Allottee/s to intimate the same in writing to the Developers in machiately a comply with necessary formalities if any under the applicable Developers shall not be responsible towards any third-party making remittances on behalf of any Allottee/s and such third party shall not have an right in the application / allotment of the said Flat applied for herein in any way and the Developers shall be issuing the payment receipts in favour of the

#### 22. DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE

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After the Developers executes this Agreement, they shall not mortgage or create a charge on the [Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such [Apartment].

# 23. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Developers does not create a binding obligation on the part of the Developers or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payment of full and final sale consideration within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers. If the Allottee/s(s) fails to execute and deliver to the Developers this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith shall be returned to the Allottee/s without any interest or compensation whatsoever.

# 24. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire water members are parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, contest indences, arrangements whether written or oral, if any, between the parties in regard to the said Apartment/building, as the case may be.

# RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

# 26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S /

SUBSEQUENT ALLOTTEE/S

it is clearly un derstood and so agreed by and between the Parties hereto that all
the provisions contained herein and the obligations arising hereunder in respect
of the Project shall equally be applicable to and enforceable against any
subsequent Allottee/s of the [Apartment], in case of a transfer, as the said
obligations go along with the [Apartment] for all intents and purposes.

# 27. SEVERABILITY

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Developers	Allottee/s

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

- WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartments] in the Project.
- acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 30. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Developers through its authorized signatory at the Developers' Office, or at some other place, which mutually agreed between the Developers and the Allottee/s, in the Agreement is duly executed by the Allottee/s and the Developers - The Allottee/s and/or Developers shall present this Agreement as well as the conveyance/assignment of lease at the proper registration of lease of registration within the time limit prescribed by the Registration Act and the Developers will attend such office and admit execution thereof.

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32. NOTICES: That all notices to be served on the Allottee/s and the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Developers by Registered Post A.D. Under Certificate of Posting at their respective addresses specified first hereinabove

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Developers		Allottee/s	
	- t		

It shall be the duty of the Allottee/s and the Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developers or the Allottee/s, as the case may be.

- 33. JOINT ALLOTTEE/S: that in case there are Joint Allottee/s all communications shall be sent by the Developers to the Allottee/s whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/s.
- 34. STAMP DUTY AND REGISTRATION: The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.
- 35. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 36. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts of Mumbai will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove

### THE FIRST SCHEDULE ABOVE REFERRED TO:

THAT piece and parcel of land, hereditaments and premises situate, lying geing at South side of Bellasis Junction Road, Byculla, Mumbai and bearing Gld Survey No. 2421 and 3 and 2/4367, New Survey No. 3879 and Cadastral Survey No. 1349 of Byculla Division and admeasuring 465 square yards equivalent to 388.80 square meters thereabouts, in the Registration District and

Sub-District of Mumbai City and assessed by the Collector of Municipal Rates and Taxes under E-Ward No. 687, Old Street No. 58-64 and New Street No. 63-.69, fully occupied by the tenants occupying their respective tenements.

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Developers

#### Secondly

ALL THAT piece or parcel of land or ground along with building ground plus three upper floors situated and lying in the Island of Mumbai and in the Registration District and Sub- District of Mumbai City and of Mumbai Suburban containing and measuring 284.00 square yards equivalent 237.46 square meters area or thereabout and registered in the Books of the Collectors New No. 2890, Rent Roll No.1319 New Survey No. 1/3880, 2/3880 and Cadastral Survey No. 1348 of Byculla Division and which said messuage and tenements are assessed by the Collector of Assessment under Part of "E" Ward Nos. 225- 225 Old Street No. 1-9-73 and New Street Nos. 60,62,215,217,229, Dimtimkar Road, Mumbai – 400 008 fully occupied by the tenants occupying their respective tenements.

#### THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat No. 2401, admeasuring 39.85 sq. meters RERA carpet area on the 24<sup>th</sup> Floor in the said Building to be named as "BISMILLAH SPACE" to be constructed on the said Property.

#### THE THIRD SCHEDULE ABOVE REFERRED TO:

Prorata right along with all Purchasers of premises in the and property in limited common areas and facilities i.e. to say.

- (1) Staircase.
- (2) Entrance Hall.
- (3) Lift, lift machine room (if any).

SIGNED, SEALED AND DELIVERED

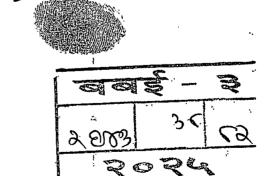
by the within named "DEVELOPERS"

NIRBAN INFRASTRUCTURE PVT. LTD.,

Through its Director

MR. MOHAMMED AKRAM NIRBAN

in the presence of

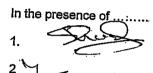


Developers Allottee/s

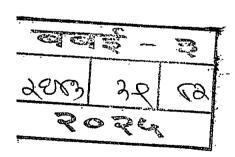
SIGNED, SEALED AND DELIVERED by the

Within named "ALLOTEE/S"

REHANA GAFFAR VADGAMA







Developers Allottee/s

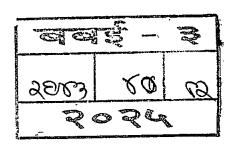
# **RECEIPT**

Received of and from the within named Allotee/s viz. Rehana Gaffar Vadgama, an amount of Rs.72,00,000/- (Rupees Seventy-Two Lakhs Only) being the amount received against the full and final sale consideration payable by the Allottee/s to us.

We say Received,

NIRBAN INFRASTRUCTURE PVT. LTD., Developers





Developers	Aliottee/s



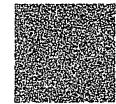


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# भारतीयः विशिष्टः पहचानः पाधिकरणः Unique Rentification Authonity of India

नामांकन कम/ Enrolment No.: 2722/40003/70945

Rehana Galtar Vadgama C/O: Gallar Vadgama, flat no 1101.11th floor hap suleman tower. vasit khan marg, opp badi masjid. two tank, VTC: Mumbai, PO: Mumbai Central Sub District: Mumbai City, District; Mumbat City, State::Maharashtra PIN Code: 400008 Mobile: 9869021777



आपका आधार क्रमांक / Your Aadhaar No. :

8399 6920 7671 VID: 9151 5553 7352 1621

मेरा आर्थार, मेरी पहचान :



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्रेट कार्यास्त्रास्त्रार<sup>ा</sup> W.Government of Indiagrams





रेहाना गफ्कार वखग्रमा Rehana Galfar Vadgama पान्य तिथि/DOB: 17/06/1980 महिला/ FEMALE

आधार पहचान का प्रमाण है, नागरिजवा या जन्मतिथि का नहीं । वाका उपयोग सत्यापन (ऑनलाइन प्रमानीकरण, ग्रा क्यूआर कोड/ प्रॉपडाइन एक्सएनएस की स्वीनिंग) के साथ किया जाना चाहिए ह

Andhaar is proof of identity, not of citizenship or date of birth, it should be used with verificati authentication, or scanning of QR code / offline XMU

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मेरा आधार, मेरी पहचान



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#### सूचना / INFORMATION

- 🗯 आधार पहचान का प्रमाण है, नागरिकता या जन्मतियि का महीं। जन्मतियि आधार नवर धारक द्वारा प्रस्तुत सूचना और विनियमों में विनिर्दिष्ट जन्मतियि के प्रमाण के दस्तावेज पर आधारित है।
- 🗷 इस अध्यार पर को युआईडीएआई द्वारा वियुक्त पंमाणीकरण पर्जती के जरिए ैं ऑनल्याइन धमाणीकरण के द्वारा संस्थापित किया जाना चाहिए या पेप स्टोर ं में उपलब्ध एमआधार या आधार क्यूआर कोड स्केनर ऐप से क्यूआर फोड की स्वेज करके या www.uidai.gov.in. पर उपतस्य मुरक्तित स्यूआर कोड रीडर का उपयोग करके सत्यापित किया जाना चाहिए 1
- 🕮 आधार विशिष्ट और सुरक्षित है 1'
- 🕱 पहचान और पहें के समर्थन में दस्तायजों को अध्यान के लिए नामाकन की तारीए से पट्यंक 10 वर्ष में पत्म से कम एफंज़ार आफर में अपडेट कराना चाहिए !
- 🗯 आधार विमिन्न सरकारी और गैर-सुरक्ष्मी फायदो/संगाओं कर लाम लेने में सहायता करता है १
- 🗷 ज़राधर में अपना मोबाइन नंबर और ईमेल आईडी अपडेंद रखें ।
- 💻 अञ्चर संवाओं का आभ रोत के सिए एमआपार ऐप ग्राउनलोड करें 🕽
- 👪 आधारावाँचौमेट्रिकस का उपयोग न करने के समय सुरक्षा सुनिधिवत काले के निए आधारणोंयोमेदिक्स लोंकाअनलोंक सुविधा का उपयोग करें।
- 🔳 आसार की मांग करने चाते सहमति सेने के लिए प्राप्य हैं।
- Apatheur is proof of identity, not of obzonship or date of birth (DOB), DOB is based on information supported by proof of DOB document specified in regulations, submitted by Aadhaar manberholder.
- This Asstract letter should be verified through either online authentication by U/DAI-appointed authentication agency or QR code. scanning using mandhant or Andhant QR Scanner app available in app stores or using secure QR rode reader app available on www.widar.gov.in.
- B Audhaer is unique and secure.
- Documents to support identity and address should be updated in Addition after every 10 years from date of encolment for Addition,
- Andhear helps you aved of various Government and Non-Government benefits/services
- Keep your mobile number and email id updated in Anthron
- 爾 Download mAadhaar app to avoil of Aschaar services.
- Use the feature of Lock/Unlock, had has alto one trics to ensure security when not using Aadhaquiblemotics.
- Entities seeking Audition are obligated to seek consent.



क्षावरहेन विशिष्ट प्रहत्त्वान प्राधिकरण Unique Identification Authority of India



हुत: गप्स्वार बडग्नम, म्सीट म 1101 11वाँ मलोर हाणी इस्तुमेमान ट्रॉवर, वासित खान बागे, बढ़ी मस्त्रिद के सामने, ट्र इंटक, मुंबर, मुंबर सेंट्रस, मुंबर्ड नगर, इमहाराष्ट्र- 400008

Address:

aAddress:

aC/O: Gaffar Vadgama, flat no 1101 11th floor

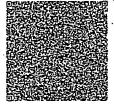
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masjid, two tank, Mumbai, PO: Mumbai

dCentral, DIST: Mumbai City,

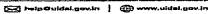
Maharashtra - 400008

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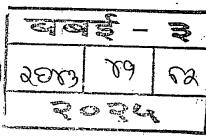


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# चारत सरकार GOVT. OF INDIA

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REHANA G VADGAMA GAFFAR VADGAMA 17/06/1980

Permanent Account Number

AGAPV772718





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



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

CHE/CTY/3178/E/337(NEW)/IOD/1/New

**MEMORANDUM** 

Municipal Office,

Mumbai

M/s Space Builders

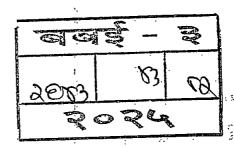
301 westside building chapel road bandra west 400050

With reference to your Notice 337-(New); letter No. 3810 dated 27/3/2019 and the plans, with reference to your Notice 337-(new), retter to large 127/3/2019 and the plans, Sections Specifications and description and further particulars and details of your buildings at proposed redevelopment property being cis. no.1349 of by culla division situated at 63-67 dimtimkar. Road mumbal known as Hashim-mension, mension, 1349 & 1348 furnished to me under your letter, dated 27/3/2019. I have to inform you that, it cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to your under Section 346 of the Mumbal Municipal Corporation. Act as amended up to date, my disapproval by reasons thereof:

# A: CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK.

- That the requisitions of Clause No. 49 of DCPR-2034 shall not be complied with and records of quality of work, verification report lete: shall not be maintained on site till completion of the entire work.
- That the work shall not be carried out between 6:00 A.M. to 10.00 R.M. only in accordance with rule 5A(3) of the noise pollution (Reg. & control) Rules 2000 & the provision of notification issued by the ministry of environment & forest Deptt. from time shall not be duly observed.
- That the Board shall not be displayed showing details of proposed work, name of owner, developer, Architect, R.C.C. consultant etc.
- That the registered UT shall be submitted that the condition shall be incorporated j agreement with prospective buyers that the building under reference is constructed with prospective buyers that the building under reference is constructed with the building under reference is constructed by the building under the bu deficiency.
- That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P before starting the proposed work.
  - That the builder / developer / owner shall not prepare a "debris management than showing prospective quantum of debris likely to be generated, arrangements for its properties of the properties transportation plan of the agency appointed for the same, with numbers and region

Page 1 of 13 On 24-Jun-2020



vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.

- That the compound wall is not constructed on all sides of the plot clear of the road widening line with 7 foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No. 38(27).
- That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above 8 adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.
- That the specifications for layout/ D.O./or access roads/ development of setback land will not be 9 obtained from E.E. Road (Construction) (City) before starting construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E. (R.C.) E.E. (S.W.D.) of City before submitting
- 10
- building completion certificate.

  That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3)(ix)] will not be submitted by him:

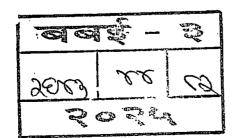
  That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load 11 alongwith bearing capacity of the soil strata will not be submitted before C.C.
- That the regular/sanctioned/proposed lines and reservation will not be got demarcated at site through 12 A.E.(Survey)/ E.E.(T&C)/ E.E.(D.P.)/(D.I.E.R.; before applying for C.G.
- That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage 13 layout will not be submitted before GCE
- That the Registered Undertaking shall not be is ubmitted for agreeing to hand over the setback land free 14 of compensation for future road-widening-to-MCGM as an when required.
- That the Indemnity Bond, indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nulsance will not be submitted before C.C. starting the work.

  That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be 15
- 16
  - SUB-RE Clearance Gertificate from A.E.W.W.-XE-Ward shall not be submitted before issue of C.C.
    That the pre-late theorem as a submitted before issue of C.C.
    That the pre-late theorem as follows will not be paid (a) Condonation of deficient open spaces.

    Description of deficient open spaces.

    Description of deficient open spaces.

    Regiment of description for providing treatment of construction site to prevent epidemic like dengue, maigna etc. to insecticide charges 'E' Ward. (e) Labour Welfare Cess (f) Additional Development Cess (d) Premium towards deficient area of ventilation shaft. Premium rowards deficient area of ventilation shaft.
  - That the registered undertaking in prescribed proforms agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
  - That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.
- That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C. 21

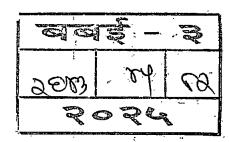


Page 2 of 13 On 24-Jun-2020

- 22 That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
- That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work and owner / developer should submit revalidated Janata Insurance Policy from time to time...
- 24 That the N.O.C. from Electric Supply Company for substation shall not be submitted.
- 25 That the Regd : U/T against misuse of pocket terrace / part terrace shall not be submitted
- 26 <sup>:</sup> That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc. And that the workmanship is found very satisfactory shall not be submitted.
- 27 .. That the Indemnity Bond indemnifying M.C.G.M: against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
- 28 That the remarks from H.E. Department shall not be submitted.,
- <sup>1</sup>29 That it is not noted that if untoward libration and it is not noted that if untoward libration of the existing buildings and during new building construction, the entire responsibility will rest with the developer; MCGM and its staff shall not be held responsible in any way.
- 30 That the necessary remarks for construction of SWD will not be obtained from Dy.Ch.Eng.(S.W.D.) City and Central Cell before asking for plinth C.C.

  That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
- 31
- That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not -32 be submitted to this office.
- 33 That the copy of PAN card-of the applicant shall not be submitted before C.G.
- That the precautionary measures to avoid dustinuisance such as erection of G.I. sheet screens at plot 34 boundaries upto reasonable helghtshalling tabe provided before demolition of existing structures at
- 35 That the fresh P.R.Card in the name of owner shall not be submitted before O.C.
- 36 That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as lotary drilling, micropiling etc. the each of conventional tack and hammer to avold nulsance damage to adjoining buildings
- 37 That Regd. U/T for minimum Nulsance during construction activity shall not be submitted for the
- 38 That the C.C. shall not be asked unless payment of advance for providing treatment at configurations site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the co Ward Office and provision shall be made as and when required by Insecticide Officer for many water tanks by providing safe and stable ladder, etc. and requirements as communicated by: Insecticide Officer shall be complied with.
- 39 No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. columns shall also not be governed as per the applicable I.S. codes.
- 40 All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 13 including the columns projecting beyond the terrace and carrying the overhead water storage

Page 3 of 13 On 24-Jun-2020



etc.

- In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 41 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/I of 2.2.2006. ~
- That the remarks regarding formation level from Road Department shall not be submitted. 42
- That Regd. U/T for handing over setback area for the balance portion of the plot not covered under this 43 proposal as & when required by M.C.G.M. shall not be submitted.
- That the specification & design of Rain Water Harvesting scheme as per the State Govt.'s directives 44 u/No.TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be submitted.
- That the Regd. Undertaking shall not be submitted by the Owner / Developer / Builder to sell the tenements / flats on carpet area basis only and to abide by the provisions of Maharashtra Ownership Flats (Regulation of the promotion of construction, sale management and transfer) Act (MOFA), 45 amended up to date and the Indemnity Bond indemnitying the M.C.G.M. and its Officers from any legal complications arising due to MOFA will not be submitted?
- That the registered Private Pest Control Agency for providing anti-larval treatment at the construction of the shall be appointed. 46
- site shall be appointed.

  That the services of Safety Officer to take care of all safeties during construction on construction site 47 and around shall not be hired.
- 48
- That the Extra Water Charges & Extra Sewerage Charges shall not be paid.

  That the Regd. U/T to handover Society office & Fitness center shall not be submitted. 49
- That the facilities for physically handicapped persons shall not be provided as per the accompaniment 50 in Govt. In U.D. Department notification; No. TFB 432001/1829/CR 216/2001/UD-11 dated 2nd December 2003.
- 51 That the N.O.C. from Insecticide Officer shall not be submitted
- That adequate care in planning, designing and carrying out construction will not be taken in the 52 proposed building to provide for the consequence of settlement of floors and pilith filling etc.
- That the clearance certificate from assessment Department regarding unto date payment of Municipal taxes etc.will not be submitted 53
- That the structure stability/of the adjoining structure shall-not be submitted. 54
  - That the undertaking stating that no inuisance will be created to the public & inhabitants of specific process of the public of stating that the building under reference is constructed with deficient open spaces and applicant will Flor Object (1) seficiency in joint open spaces for development of neighbouring plots shall not be submitted Hor object

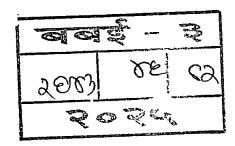
whe NCO from collector of Mumbai shall not be submitted before CC for excavation of earth.

) [2] | Della complete the conditions of E.E. (T & C) NOC shall not be complied

hall not be submitted by the owner/developer for maintaining the noise levels

That the R.O.J. & Indemnity Bond shall not be submitted stating that owner/developer and concerns Architectal Burveyor shall compile and preserve the following documents. a)R.U.T. for Ownership & Indemnity Bond shall not be submitted stating that owner/developer and concerned climents. b)R.U.T. for Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding

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canvas mounted plans. c)R.U.T. for Copies of Soil Investigation Report d)R.U.T. for RCC details and canvas injunted plans. Cyclum for Copies of Soil Investigation Report dyklotin for Receded and canvas mounted structural drawings. e)R.U.T. for Structural Stability Certificate from Lic. Structural Engineer. f)R.U.T. for Structural audit reports. g)R.U.T. for All details of repairs carried out in the buildings. h)R.U.T. for Supervision certificate issued by Lic. Site Supervisor, i)R.U.T. for Building Completion Certificate issued by Lic. Surveyor / Architect. j)R.U.T. for NOC and Completion Certificate issued by C.F.O. k)R.U.T. for Fire safety audit carried out as per the requirement of C.F.O. l)R.U.T. For ; incorporating remaining existing tenants in future amendments.

- "<sup>[</sup> 60 That the remarks from Asst Engineer, Water Works regarding location, size capacity of the suctiontank, overhead storage tank for proposed and existing work will not be submitted before starting thework and his requirements will not be complied with.
  - That the developer/owner shall not demolish the structure/Building proposed to be demolished by following the guidelines proposed in the Inndian Standard Code no. IS4130:1991 amended up to date in respect to the demolition of BuildingCode of safety under the Supervision of approved structural Engineer duly registered with MCGM. 117
  - That the Third party insurance shall not be submitted. 62
  - That all the conditions and directions specified in the order of Hon ble Supreme Court dated 15/03/2018 63 in Dumping Ground case will not be complied with before starting demolition of structure sand/or starting any construction work.

    That adequate safeguards are not employed in consultation with SWM-Dept., of MCGM for preventing dispersal of particles through air and the construction debris generated shall not be deposited in
  - 64
  - specific sites inspected and approved by MCGM.—

    That the debris shall not be managed in accordance with the provisions of Construction and Demolition Waste Management Rules 2016 and requisite Bank Guarantee as demanded by MCGM for faithful 65 compliances of Waste/Debris Management plan shall not be furnished before demolition or construction.
- That the R.U.T. shall not be submitted by the owner/developer for haning over excess parking to M.C.G.M. free of cost.

### C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C ....

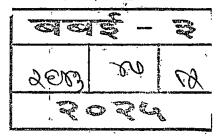
- 1 That the plinth/stilt height shall not be got checked by this office staff.
- All the payments as intimated by various departments of MCGM shall not be paid. 2
- That the structural stability certificate through registered structural Engineer regarding stability 3 of constructed plinth shall not be submitted before asking C.C. beyond plinth. -SUB-REA
- That every year before onset of monsoon / revalidation of C.C., structural stability ce executed on site shall not be submitted by appoint Structural Engineer.
- That the half yearly progress report of the work will not be submitted by the A 5
- That the Material testing report shall not be submitted.

#### D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

1

- That some of the drains will not be laid internally with C.I. Pipes.
- 2 That the dust-bin will not be provided as per C.E.'s circular No.CE/9297/II of 263
- That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his 3

Page 5 of 13 On 24-Jun-2020



remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.

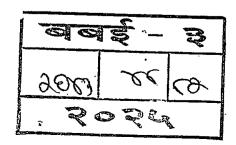
- That the parking spaces shall not be provided as per D.C. Regulation No.36.
  - That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
    - That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
  - That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be provided before applying for occupation permission.
  - That the Drainage completion certificate from (S.P.)(P&D)City shall not be submitted
    - That the compliance of N.O.C. from HEWill not be made and certificate to that effect will not be submitted. fles
- That the construction of development of setback land will not be done including providing street 10
  - lights and S.W.D. only if additional ESI/is being claimed.

    That the vermiculture bins for the disposal for webwaste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
- 12
- That the additional development cess shall not be paid before @C.

  That the surrounding open spaces parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier
- That the following documents shall not be compiled, preserved and handed over to the end 14 user /prospective society/within a period-of-30/days/incase of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate by M.C.G.M./(1).Ownership/documents; (2).Copies of I.O.D.-C.C.; subsequent amendments, O.C.C.; B.C.C. and conresponding canvass mounted plans (3)).Copies of soil investigation reports; (4) R.C.C. details and canvass mounted structural drawings; (5) Structural Stability Certificate for a logical structural str Stability Certificate from Licensed Structural Engineer (6) Structural Audit Reports (7) All details of repairs carried out in the buildings.

  That 3.00 mt. wide paved pathway upto staircase will not be provided.)
- 15
- the name plate/board showing Plot Nor, Name of the Bldg. etc. will not be displayed at a
  - That ever part of the building construction and more particularly overhead tank will not be wided as will be proper access for the staff of Insecticide Officer with a provision of temporary but and stable factor etc
  - things No. 15 from MHADA shall not be submitted before asking for occupation permission
  - That the appervision certificate shall be submitted periodically i.e. every 3 months from the Sylpervision certificate shall be submitted periodically i.e. every 3 months from the Sylpervisor or Architect as the case may be as per D.C.Reg. 3) (ix) regarding satisfactory construction on site
- 20 that the fresh P.R. Card in the name of owner shall not be submitted.

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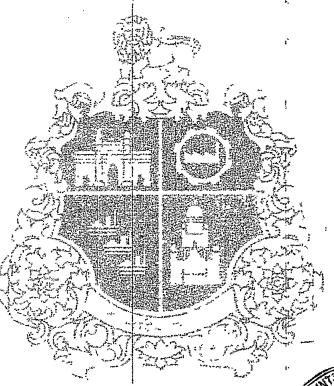
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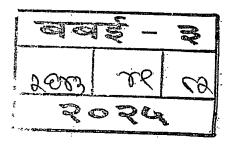
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21 ' That the construction of D.P. road and development of setback land will not be done including providing street lights and S.W.D.





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( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 23 June day of 2021. but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals, Wards. Zone.

SPECIAL INSTRUCTIONS

- 1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY
- Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbal has empowered the City Engineer to exercise performand discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- 3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels:

"Every person who shall erect as new domestic building shallo ause the same to be built so that every part of the plinth shall be-

- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.) of such building. c) Not less than 92 ft ([[TownHall]]) above Town Hall Datum.

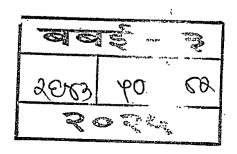
- 4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay properly taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioners within fifteen days of the completion of the occupation whichever first occurs. Thus compliance with this provision is provided Section 471 of the Act Irrespective of the fact that the valuation of the premises will be liable to be revised and a Section 700 of the Act, from the earliest possible date in the current year in which the completion on occupation is

iention if yurtiendrawn to the provision of Section 353-A about the necessary of submitting occupation certificate on enable the Municipal Commissioner for Greater Mumbal to inspect your premises and to grant a permission cupation and to leavy penalty for non-compliance under Section 471 if necessary.

oposad date of confinencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

- note copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
- 8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District

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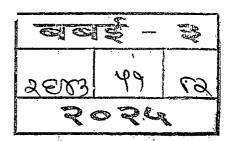
before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under:

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



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No. EB/CE/

/BS

/A/

#### NOTES

1) The work should not be started unless objections are complied with

"are complied with

- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards, at least 15 days prior to the date of which the proposed construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depois of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the architect /their contractors, etc. without obtaining prior permission (from the Ward Officer of the

He work should not be started unless the manner in obviating all the objection is approved by this department.

No world should be started unless the structural design is approved.

The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.

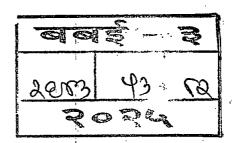
11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.

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Page 10 of 13 On 24-Jun-2020

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

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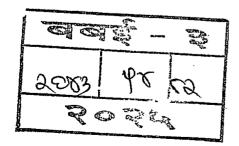


- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt. and not more than 1.80 mt.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained in the Civil
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes; of the rabbet pretested with screw or dome shape pieces (like a garden manicose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily safely and permanently accessible be 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

This prohibition refers only to broken bottles to not to the use of place glass for coping over compound wall.

A Spivres should be provided as required by Bye0law No. 5 (b) will have so Archy's should be provided over Door and Windows opening the drain's should be laid as require under Section 234-1(a) d The inspection chamber should be plastered inside and outside.

Utither proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.



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Executive Engineer, Building Proposals

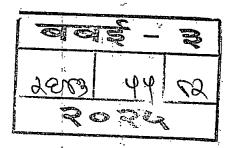
# CHE/CTY/3178/E/337(NEW)/IOD/1/New

Copy To :- 1. FAIYAZ AHMED LIYAKAT ALI KHAN R.2. REHMAN CHAWL, JOKIM COMPOUND P.N.ROAD, BHANDUP(W)

- 2. Asst. Commissioner E Ward.
  3. A.E.W.W. E Ward,
  4. Dy.A.& C. City
  5. Chief Officer, M.B.R. & R. Board E Ward.
  6. Designated Officer, Asstt. Engg. (B. & F.) E Ward.
- 7. The Collector of Mumbai



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# **BRIHANMUMBAI MUNICIPAL CORPORATION.**



### FORM 'A'

# MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/CTY/3178/E/337(NEW)/FCC/1/Amend

#### **COMMENCEMENT CERTIFICATE**

To, Nirban Infrastructure Private Limited 10, Ganeshwadi, M. J. Market, Zaveri Bazar, Mumbai - 400002

Sir.

With reference to your application No. CHE/CTY/31/8/E/337(NEW)/FCC/1/Amend Dated. 27 Mar 2019 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 27 Mar 2019 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - 6:T.S. No. 1349 & 1348 Division //Village/ Town Planning Scheme No. BYCULLA situated at DIMTIMKAR ROAD AND HUZARIA STEERT Road Street in E Ward Ward.

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

- 1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
- 2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- -- 4. This permission does not entitle you to develop land which does not vest in you.
- 5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such large shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act. 1986.
- 6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-

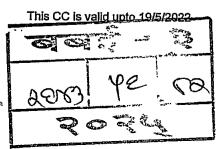
SUB-RECOMMENT WORK INTRESPECT OF WHICH PERMISSION IS granted under this certificate is not sufficiently the sanctioned plans.

the conditions subject to which the same is granted or any of the restrictions imposed by the principal commissioner for Greater Mumbai is contravened or not complied with.

Municipal dommissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through for under him is each an event shall be deemed to have carried out the development work in carried out the development work in carried entry of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Assistant Engineer (BP) CITY-IV Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



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Issue On: 20 May 2021 Valid Upto: 19 May 2022 CHE/CTY/3178/E/337(NEW)/CC/1/New Application Number: Remark: This C.C. up to Plinth level is granted as per IOD issued dated 24.06.2020. Approved By E.E.B.P. (City).II Executive Engineer Valid Upto: 28 Aug 2024 Issue On: 29 Aug 2023 : CHE/CTY/3178/E/337(NEW)/CC/1/Amend \_ Application Number: Remark: Plinth CC endorsed as per last approved plan dtd 27 07 2023 and valid upto 19 may 2024 Issue On: 12 Sep 2023 Application Number: Remark: This C.C. is further extended upto 34th floor as per last amended approved plans dated 27.07.2023. Approved By Assistant Engineer(BP): CITY-IV : Assistant Engineer (BP)

Page 2 of 3 On: 18-Apr-2024

CHE/CTY/3178/E/337(NEW)/FCC/1/Amend

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Issue On: 18 Apr 2024

Valid Upto:

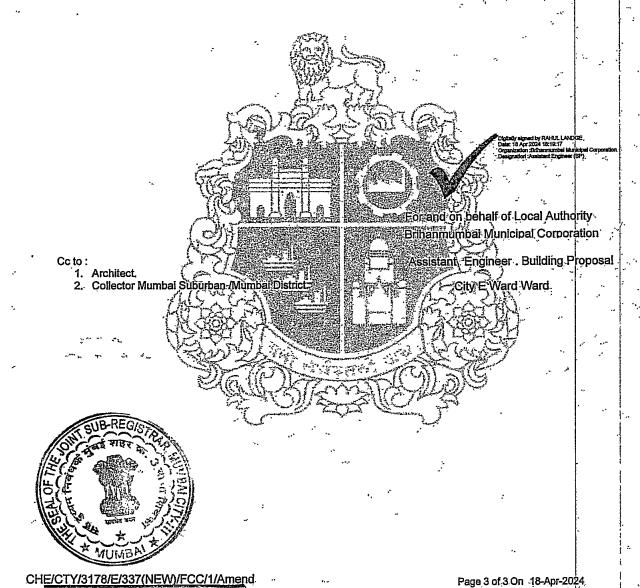
19 May 2024

Application Number: ....

CHE/CTY/3178/E/337(NEW)/FCC/1/Amend

Remark:

This C.C. is endorsed for full work i.e. upto 34th floor, as per amended approved plans dated 23.02.2024.





# Maharashtra Real Estate Regulatory Authority

# REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number:

Project: BISMILL AH SPACE RESIDENCY, Plot Bearing / CTS / Survey / Final Plot No.: 1349 & 1348 at E-400008, ...
Ward E, Mumbal City, 400008;

- 1. Nirban Infrastructure Pvt Ltd having its registered office / principal place of business at Tehsil:: Ward ABCD.

  District: Mumbai City, Pin: 400002.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
    - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
    - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

      OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

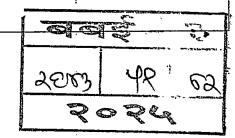
- The Registration shall be valid for a period commencing from 12/02/2024 and ending with 31/12/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the
promoter including revoking the registration granted herein, as per the Act and the rules and regulations in ade there
under.



Dated: 12/02/2024 Place: Mumbal Signature valid
Digitally Signed by
Dr. Vasan Premanand Flabling A.
(Secretary, MahaRERA)
Date:12-02-2024 13:07:27

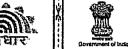
Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority















#### मारिती

- 🗷 आधार ओळखीचा पुरावा आहे नागरिकत्वाचा नाही
- म सुरक्षित QR कोड/ऑफलाइन XML/ऑनलाइन प्रमाणीकरण वापरून ओळख सत्यापित करा.
- हे इलेक्ट्रॉनिक-प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

#### INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- s Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.
  - आधार देशभरात वैध आहे
  - आधार आपल्याला विविध सरकारी आणि खाजगी सेवा सुलभतेने घेण्यास मदत करते
  - आपला मोबाइल नंबर आणि ईमेल आयडी आधारमध्ये अदयावत ठेवा
  - आपल्या स्मार्ट फोनमध्ये आधार घ्या mAadhaar App
  - Aadhaar is valid throughout the country.
  - Addhaar helps you avail various Government and non-Government services easily.
  - Keep your mobile number & email ID updated in Aadhaar.
  - Carry Aadhaar in your smart phone use mAadhaar App.



**भारतीय विजिल्हा ओळक प्राधिकरण** Whique dentification Authority of India



931-2014 1/0: Mohammed Hussain Jalaiuddin Mirban, LAT NO 2201, 22ND FLOOR, BISMILLAH ESIDENCY, 514/520 SIR 11 ROAD, OPP 1 J OSPITAL, Mumbal, Mumbai City, Iaharashira - 400008



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help@uldat.gov.in | www.uldat.gov.in





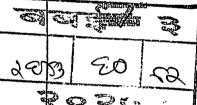


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an Mohammed Husain Nirban A Hussain Jalaluddin Nirban

UN 7/19: Mahaiburer Hussain Jalaluddin Nirban FLAT AB 2011, 22ND FLOOR, BISMILLAH RESIDENCY 514/520 SIR J J ROAD OPP 11 HOSPITAL

Mumbal City Maharashtra - 400008 9819859787





आपला आधार क्रमांक / Your Aadhaar No. :

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माझे आधार, माझी ओळख



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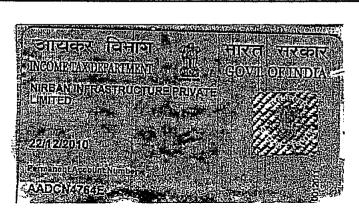
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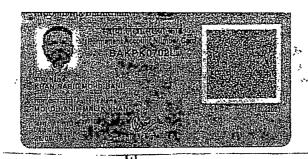


मोग्हमद व्यक्रप्त गोम्हमद हुचेन निर्वत Mohammed Akram Mohammed Husain Niban जन्म खरीख/DOB: 16/05/1977 989/ MALE

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नोंदणी ऋमांकः/ Enrolment No.: 2722/41897/00600

To मबील मोहम्मद हनीफ खान Nabil Mohamed Hanif Khan S/O Mohd Hanif Khan Mottwala Chawi, Ground Floor, Room no 1/2 Mohd Tahir Ansari Maro Play House Arab Lane mumbal Mumbai Maharashtra - 400008 9819298775



आपला आधार क्रमांक / Your Aadhaar No. :

8384 3667 4423 vib : 9189 4056 5066 8147

माझे आधार, माझी ओळख



Date: 11/12/20

व्याप्य मारत सरवार Government of Judiacova



नदील मोहम्मद हनीफ खान Nabil Mohamed Hanif Khan जन्म सारीख/DOB: 25/09/1979 geq/ MALE

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VID : 9189 4056 5066 8147

आधार. माझी ओळख

# माहिती ;

- आधार ओळखीचा पुरावा आहे नागरिकत्वाचा नाही
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### INFORMATION

- Addhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Gode/ Offline XML/Online Authentication.
- This is electronically generated letter.
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  - आपता मोबाइल नंबर आणि ईमेल आयडी आधारमध्ये अदयावत ठेवा
  - 🛮 आपल्या स्मार्ट फ्रोनमध्ये आधार च्या mAadhaar App
  - Aadhear is valid throughout the country.
  - Aadhaar helps you avail various Government and non-Government services easily SUB-REG
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    Carry Aadhaar in your smart phone un mAadhaar App.



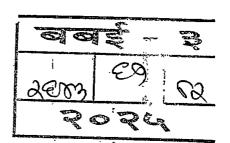
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पत्ताः 45/0 मोहम्पद हुनीक खान, मोतीयाला चाळ, तळ मजला, इंक्स ने १/२, मोहम्पद ताहीर अन्यारी मार्ग, प्ले हाउस, अरब इंतेन, मुंबद, मुंबद, प्रमत्तार्द्र = 40008

Address: S/O Mohd Hanif Khan, Motiwala Chawi, Ground Floor, Room no 1/2, Mohd Tatir Ansani Marg, Play House, Arab Lane, mumbal, lumbal, laharashtra - 400008



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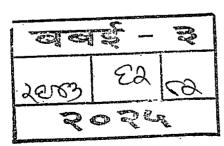
मिट्नार भागन कर्म सम्मान कर्म सावाह प्रिक्ताचा दस्त नोदणी साठी सादर करण्यात आला आहे. पाहम्पद अकरम निम्म समरानामा या शिर्षकाचा दस्त नोदणी साठी सादर करण्यात आला आहे. पाहम्पद अकरम निम्म सांची दिनांक 23/02/2023 होजी मला दिलेल्या कुलमुखत्यारपञ्चास्या आधारे सी. सदर दस्त नोदणीस सादर केला आहे / निम्मादीत करन कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपञ्च लिहुन देणार यांनी कुलमुखत्यारपञ्च रदद केलेले नाही किंवा कुलमुखत्यारपञ्च रददबातल ठरलेले नाही. सदर कुलमुखत्यारपञ्च पूर्णपणे देश असून उपरोक्त कृती करण्यास सी पूर्णतः सक्षम आहे. सदर कथन चुकीचे आढळून आल्यास, नोदणी अधिनियम 1908 चे कलम 82 वर्ष शिक्षेस पाञ राहीन यांची मला आणीव आहे

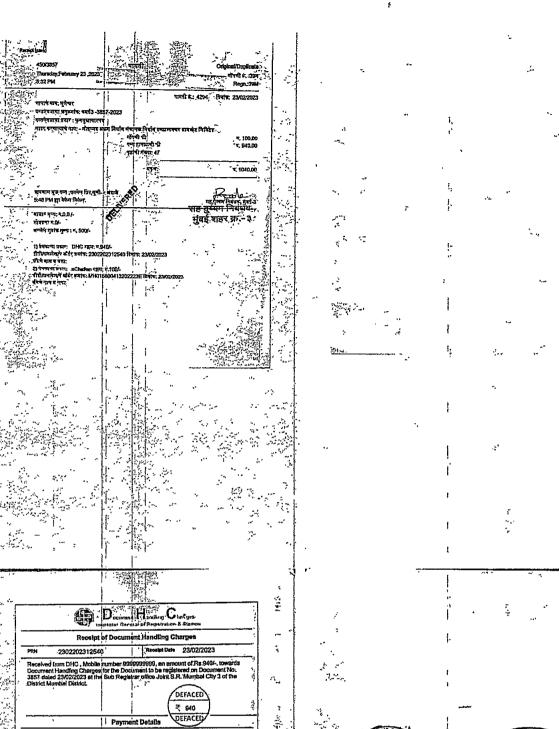
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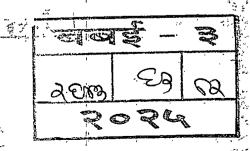
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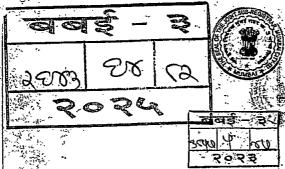
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#### SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COKE, A MR. MOHAMMED AIGRAN MERBAN, Director of NURBAN INFRASTRUCTURE PREVATE LIPITED, a coopeny incorporated under the provisions of the Compenies Act, 1956 fravog as registered office address at 10, Geneshwad, Zwerf Bazar, Mumbai-400 002, bresination referred to as the "Owners/Developers" do hereby SEND GREETINGS:

#### WHEREAS:

- The Owners/Developers are seized and possessed of and otherwise well and sufficiently entitled to the various properties describe as under:
- L. ALL THAT piece and percel of land, hereditaments and premises situate, lying and being at South side of Bellasis Junction Road, Sydfile, Humbel and Dearing Old Survey No. 2421 and 3 and 2/4367, New Survey No. 3879 and Carlastral Survey No. 1349 of Dyculla Division and admensaring 465 square yards equivalent to 383.80 square meters thereabouts, in the Registration District and Sub-District of Mumbel City and assessed by the Collector of Municipal Rates and Toxes under E-Ward No. 687, Old Street No. 58-04 and New Street No. 63-69, hereinafter referred to as "the said Property-2".





ALTHAT piece or parcel of land or ground along with building ground of three upper floors situated and typin in the Island of Mumbel and In the Registration District and Sub- District of Mumbel. Giv and of Mumbel state of partial partial ground and state of Mumbel state of the 
HAT piece and parcel of land boaring Cadostral Survey No. 132 (of Bycalla Division admessaring about 18132 sq. yards 1e. 15217) is mire within the limbs of Greater Number and District of Mumber 1 trigging with a guidding standing thereon and assessed by the Mumber Coporation of Greater Dembey under E-Word Nos. 54-55 and Street No. 267 587 17 restriction featured to as The sold Property 3-7

All THAT piece and parcel of land bearing Codectral Survey No. 122

By cital advision betweening about 247 So; yards i.e. 102.01 sq. mirr

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Of Greater Dominal Street (Numbal Cry togethe)

ALL THAT piece and parcel of land or ground together with the messuage tenements or dwelling house standing the pen situated, lying and being on the Western, side of Terrikar, Street, conside the Fort of Bombay, in the Beginston Std District of Bombay containing by edmeasurements 1218; avails equivalent to 101117 sq. meters or thereshouse and registered in the books of the Dollector of Land Revenue under Old Nos. 1288, New Yor 9704, Old Survey, No.1/2361, and New Survey, No.3812 and Chasters Surveys No.1240 of Byoulds Division, and assessed by the Assessor at Onlector of handpair rates and times under E.—Ward No.153 and Stee No.83, 24 and 86, hereinoster referred to as "the said Property."

ALL that pleas and parcel of land or ground together with the messiage benements on dwelling house standing thereon situated containing the house prepared 260.87 so, meters or thereabouts and registered by

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P. Le

books of the Collector of Land Revenue under Old Nos. 1288, New Nos. 8404, Old Survey No.1/2361 and New Survey Nos.3312 and Cadastral Survey No.1/241, of Bruulin Division, and assessed by House Nos. 1882. Collector of Municipal rises and toxes under E – Ward and State Nos. 1882.

- Collector of Municipal rists and tones under E Ward and Street No. 1839.

  Inereinafter interred to as "the sald Property-6".

  ALL THAT piece and parcel of Plot of land bearing Collector 1948.

  The piece and parcel of Plot of land bearing Collector 1948.

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- viii. ALL THAT olece and parcel of Piot of land bearing Codestral Survey No. 1187 of Byoula Division admeasting about 1915 sq. yards, i.e. 159.70 sq. mitrs. withing the limits of Greater Mumbel and District of Mumbel City and Mumbel Suburban together with a hudding standing thereon and assessed by the Municipal Corporation of Greater Bombay under 'E' Ward No. 161,

163, 165, hereinstar, referred to as "the said Property 8 3 3 8. We are also intended to acquire development rights in respect the professes describe as underty

- ALL THAT, piece and parcel of land or ground of anti-feed prevention messauges, along with the building structure standing increase structure with messauges, along with the building structure standing increase structure of the Registration Sub-District and Island of Bombey containing by admeasuring about: 482.49. Sq., yarda; Cadastral Survey No. 1315 of. Bycalla Division; and assessed by, the Municipal Corporation of Greater Mumbel for toxes, rates and charges under E-Ward AND ALL THAT piece and parcel of leaseshold lend together with a building standing thereon contributing an area admeasuring 425 sq., yards of thereabouts situate at Belasis Road Junction in the City and Island and Sub-Registration District of Bombay and form poulon of New Survey, No. 17699 and bearing Cadastral Survey No. 1315 Part of Bycullar Division and assessed by the Municipal Corporation of Greater Mumbel for toxes, rates and charges under E-Ward; hereapalten reference to see "the saild Property-P".
- ALL THAT place and panys of land or ground of cutt and ground rent tenure with messauges, along with the building structure standing thereon shueted function of below took of Peerstran 3" Floor, in the Registration Sub-District and Island of Bombey containing by admessaring about 718

IN WITNESS WHEREOF the Parties hereto have hereunder

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hands to this writings on this 23 day of February, 2023

17.

in a

Sq. yards equivalent to 600,34 sq. meters, Codastral Survey No. 1347 of Bycutia Division and assessed by the Municipal Corporation of Greater-Plumbal for taxes, rates and charges under E-Ward, fully occupied by the tenants, hereinafter referred to as "the sald Property-10".

湖南南

B. All THAT piece and percel of land, together with building structure transfer thereon, bearing Cadastral Survey, No. 81/1721 of Manch.

Land Survey in the Structure of Stru

depositive and documents, indeposits, undertaking, declaration, etc., on positive and documents, indeposits, undertaking, declaration, etc., on positive or company and Court proceedings, I desirous of epopositing 1. Mr. Nabil Mohammed Hashif Nithan as our Attorney's to attend the concerned office of the Sid-Registrar of Assurences of thumbal to and to do the following acts, deeds, matters and things as hereinator mentioned.

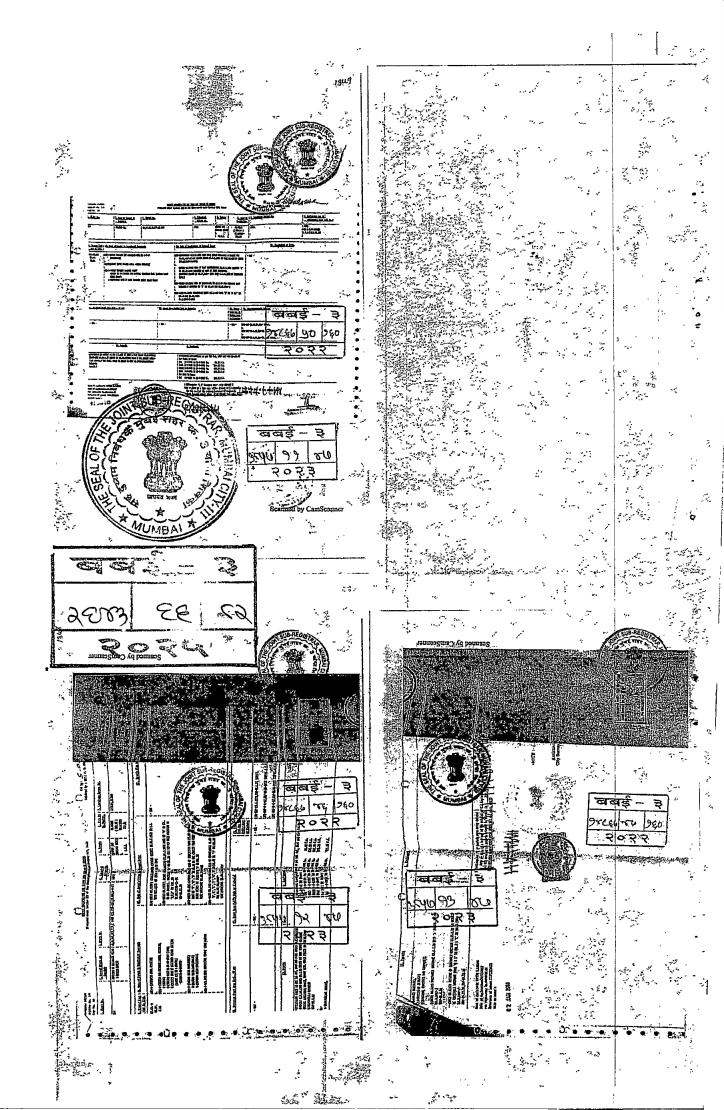
NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH THAT
THE HORAMMED AKRAM NIRBAN, Director of NIRBAN INFRASTRUCTURE
PRIVATE LIMITED do hereby foothly and severally appoint, nominate, constitute
1.1 in: Nabil Mohammed Hanif Khan, 2.197. Mohammed Danish Nirban and
3. Wr. Mohammed Kashif Nirban, be our true and iswhit Attorney for jointly and
Secretary arts cleans practice and things for us, in our names and on-heisting
Company the sport exaction regulates agreements, deeds and documents,
had purely andertaking decaration etc. in respect of above referred properties.

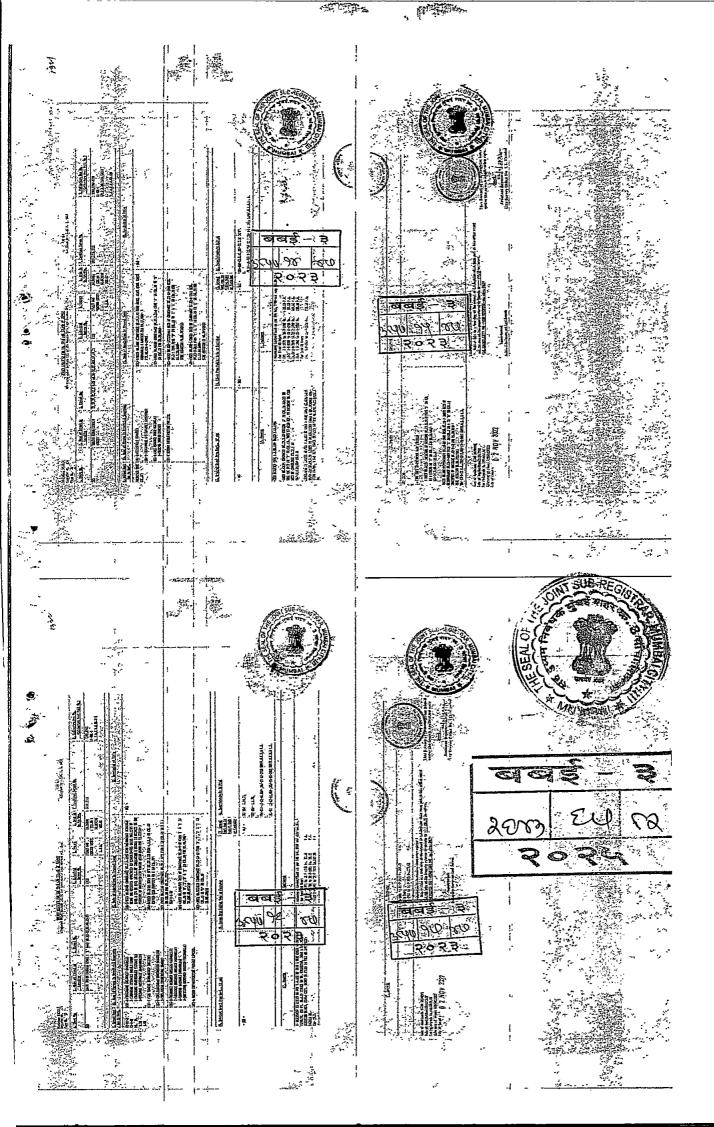
- Company the armit sensetion requisites agreement/s deeds and documents, inder introduced and in requisites agreement and additional and to admit second of requisites necessary agreement/s deeds and documents indemnity, undertaking, declaration etc., and, to do all acts and things necessary for effectively registering the requisites agreement/s deed/s and document/s; indemnity/s undertaking, the creditation of requisites agreement/s deed/s and document/s; indemnity/s, undertaking/s, indefaration/s etc.
  - For any of the purposes mentioned here in above to sign, all Applications, Writings. Papers, Undertakings, Indemnities as may from time to time to required by the Authorities and to lodge and admit the execution of the seldwritings and undertakings before Registration Authority and/or Superintendent and/or Collector of Mumbel and/or such other concerned authorities.

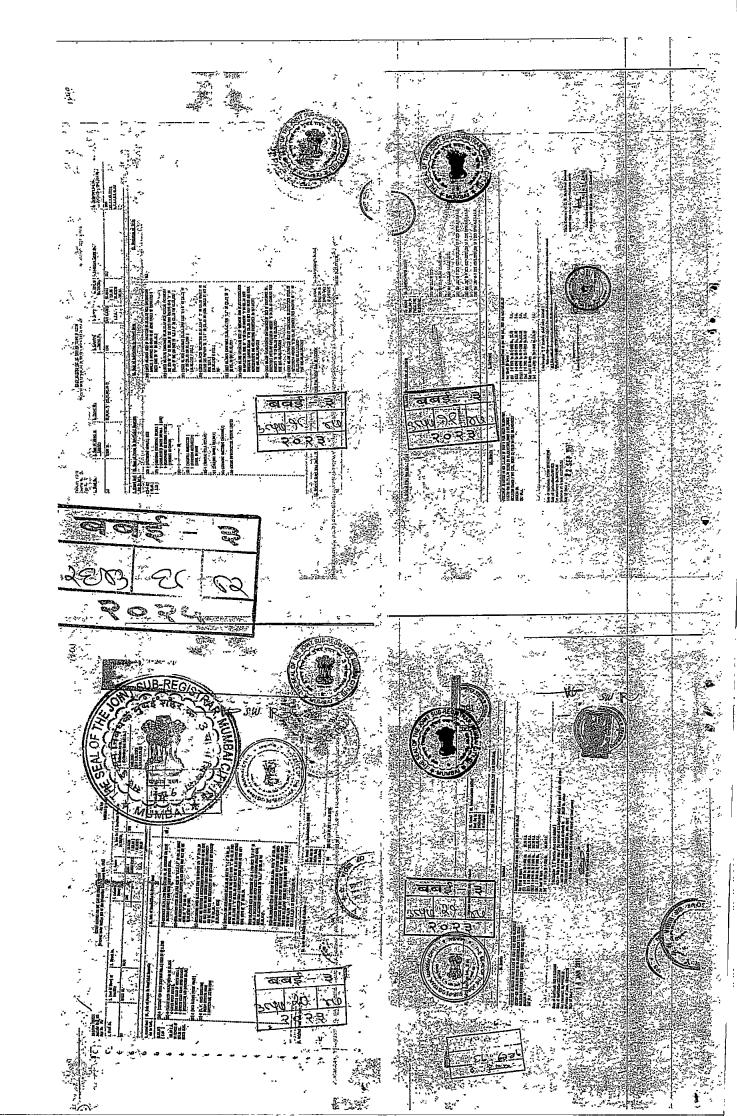
ONT SUB-REGISTRA AL OF A SCHOOL OF Officers, Municipal Corporation of Greater Mumbal, Maharashtra Housing and FRASTRUCTURE PVT. LTD. Area Development Authority, Maharashtra Building Repair MUMBAL through its Director Reconstruction Board and or other concerned authorities and make application for me and on my behalf and for the said of most region of Applications, Petitions, Decks, documents America Petitions, Mr. Mohammed Akram Mrban Nr. Hohommer Accounted by US Undertaking as may be necessary and to pay no 1. MR. NABIL MOHAMMED HANIF KHAN, wesent us in any matter /dispute and/or any Court p whether Civil or Law and also in proceeding before Municipal Aulthorities, Public Works, Govt. and Semi Govt. Authorities and also before all Magistrates Judicial and Revenue Officers and other offices and to Issue 2. MR. MOHAMMED DANISH NIRBAN things as may be necessary to protect our interest in the said Properties and also if thought fit to refer to arbitration, execute, abandon and submit to the judgment of decree or became non suited in any action or procee 3. MR. MOHAMMED KASHIF NIRBAN, without projudice to the generality for the foregoing to appear in all Court proceedings and etternt all investings before the Officer or Court or other Attorney government and Semi Government Authorities and so appoint Advocates/Attorneys or solicitors and pay their res and commission as and Attorneys shall deem fit and proper. 100 To sign, verify, affirm, apply present and declare Plaints, Petitions, Appeals,
 Wotten Statement, Reptiles, Affidavits, Declaration: Consent Torms. Consent Minutes, Evidence, Complaints in respect of all legal dispute and /or Court proceedings in respect of the said Properties as said Attorney shall बबई – ३ deem fit and proper. 6. AND GENERALLY to do other acts, deeds, matters and things whatsoever 540 00 described as amply and effectually to all intents and power as we could do described as amply and energian to a personally,

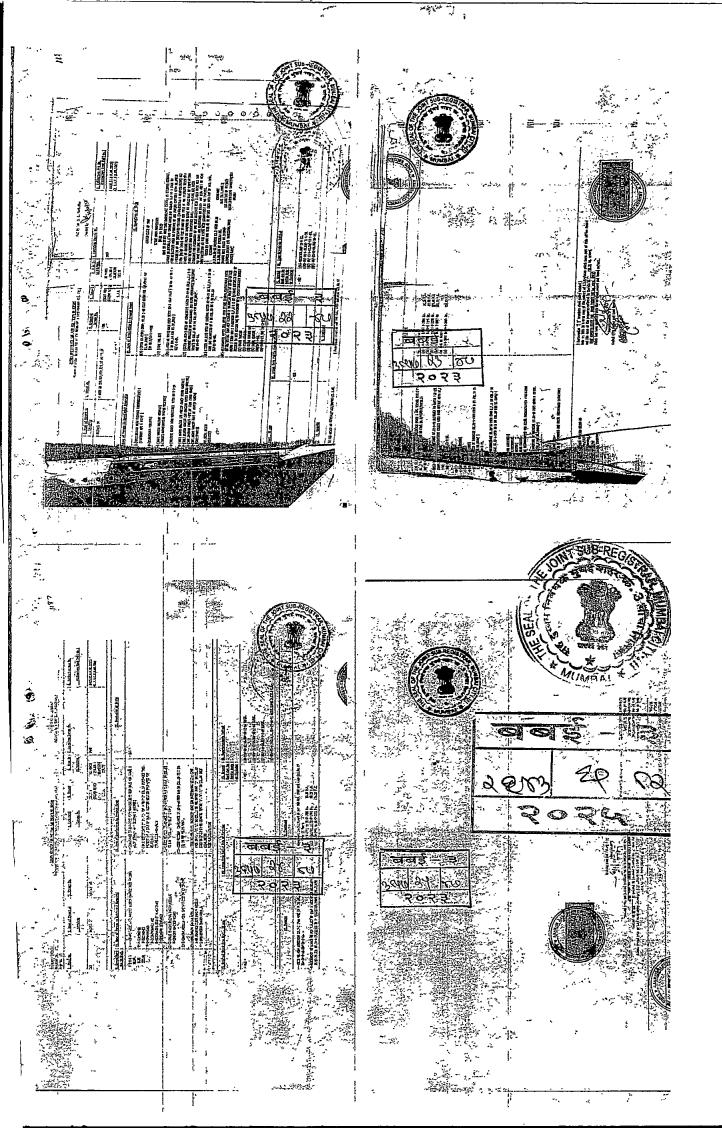
7. AND WE DO HEREBY agree to routy all lawful acts, deeds, matters, and things done by the said attorney pursuant to the powers bereinbefore

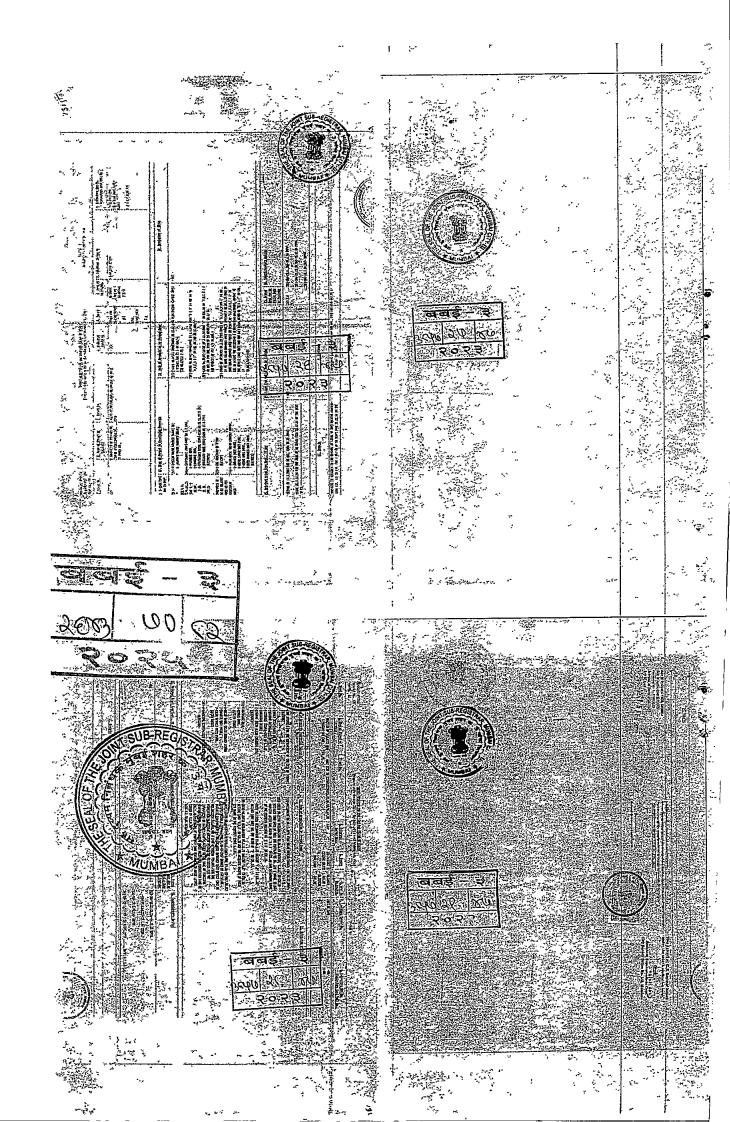
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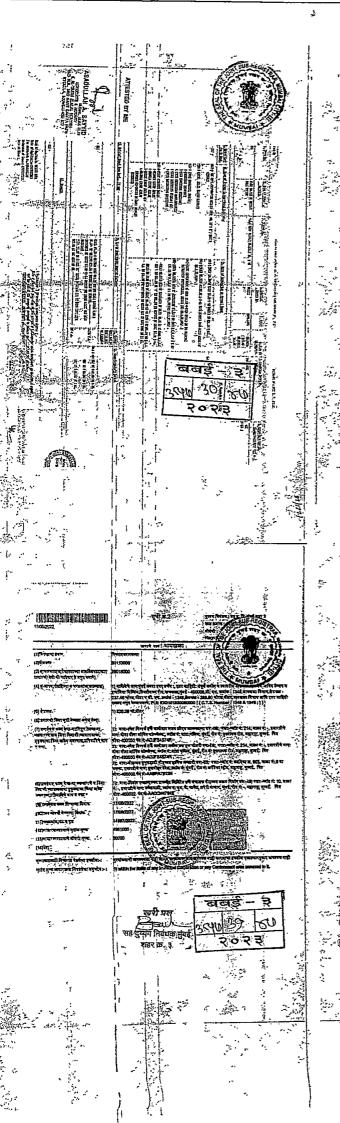




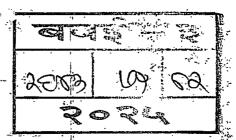






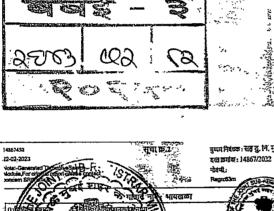






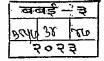
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बुय्यम निर्वधक : सह दु. नि. मुंबई घाहर 3 इस्त क्रमोक्: 14867/2032 कुर्भ नात्र-चुटें अनुपाइतर वर्णन :, इतर माहिती: संपूर्म बमीन व त्यावरीत में द्रम्मीच श्रीबंद में न्यान व हासमिया बिल्डिंग डिमटीमकर प्रवेचको मेंगूर्स : 40000 र ची: एस. क्रमांक - 1548 भागवळा विभाग क्षेत्रफळ -१ ब्रेट्स्पुर्वेटर व ची: एस. क्रमांक - 1549 क्षेत्रफळ - 388.80 चीरस प्रमुद्धकी विभाग आणि इतर माहिती दस्तात नमुद केल्याप्रमाणेश् ( C.T.S. ६-1548 & 1549 ; )) 626.26 ची.मीटर (९)वस्तपेतव करून घेमाऱ्या पक्षकाराचे व किंवा दिवाणी न्यायतयाचा हुकुमनक्रय कि आदेश असत्यास प्रतियादिधे नाव य पता १): मध्य-निर्मान इन्छाद्द्रकर प्रायवेट तिमिटेड तर्फ छवाटक मोहम्मत आक्रम निर्मान वय-४: परस् नै: १४ माळा नं: - इन्मरतीये नाव-गमेचवाडी, क्योक-से-प्रम. ये. माळेट, छवेरी बाजार, मुंबई, रोड नं-महाराष्ट्र, गुन्बई, पिन कोड--20002 पॅननं-AADCN47645 17/08/2022 ।।१)वात नोवणी केल्पचा दिनांक 17/08/2022 (11)अनुक्रमांक,श्रंड व युद्ध 14867/2022 (12)बाबारभावाप्रमध्ये मुद्रांक मुस्क 4951000 (१३)वान्यस्भावग्रमापे गोंदपी गुल्क 30000 स्मध्य मुस्यांकनाची आवश्यकता नाही कारण दुस्ताप्रकारनुसार आवश्यक नाही कारपाचा तपस्यील दुस्तप्रकारनुसार आवश्यक नाही मुद्राक शुक्त आकारताना निवडसेल अनुन्धेद:-: (i) within the limits of any Municipal Corporation or any Commexed to it.

1.4 नादणी: गावाचे नाव : भायखळा (१)विरोखाचा प्रकार अभितस्दातंरणपत्र : (२)गोबदता र.10000000 (3) बाजरभाष(भाक्षेपटटधायम वाबतितपटटाकार आकारणी देशो की घटटेदार से नमुद्र कराये) प्राप्तिकेचे माय.इतर वर्षन (पराडी ई.) न्यू / 1003 दि 18412011 उस्त निष्पादित दिसंक 284102010 ति एवः र 1522 देव 122 पी वार स्पर्णय क्षेत्र 102.01 पी मि प्राप्ति म बाधकाम 73.76 मेख बुस्तन कमलदीन सूटि पुंचई हें बाई ने 6263 सूटि ने 7375 ' (४) भू-मापन,पोटिहस्य व परक्रमांक(असत्याव) (ड) धेत्रफळ (C)आकारणी किया पुढी देण्यात असेरा तेव्हा:-१): नाद- राज्यमञ्जी मोहम्मह हुत्तेन,परदायाता - चय-०डपता- पित कोर्ड- मॉन मं: AAAPP6554E २: नाद- ऐसाराजयी मोहम्मत हुत्तेन परदावाता - चय-०डपता-पित कोर्ड- मॉन मं: AAAPP61206 ३: नाद- हुन्युं के स्वाम्मती परदावाता - चय-०डपता- कोर्ड- मॉन - मंड- AAAPP61210 ५: नाद- हुन्युं कार्यात्व परदावाता - चय-०डपता- पित कोर्ड- मॉन मं: AAAPP6558F 17) प्रस्तपेवन करून द्रेपा-गातिहून ठैवा या वक्षकाराचे नाव वित्वा दिवाणी ऱ्यापातपाचा हुकुमनामा किंदा आदेश अधस्यास,प्रतिवादिचे नाव व मत्ता. 5): नावः निरबान इत्रहाद्वयस् प्रा ति चे संघातक मोहम्मद अकरम हुसैन निरबान -- त्रयः-पहाः-पिनः कोकः-मेन्हाने AADCN4784E (ह)दरतयेवज करन प्रेपा-या पक्षकाराचे प कवा दिवाणी न्यायासमाच हुकुमनामा कि स्मादेश असुन्यास,प्रतिवादिचे नाव व यात्र (10)दस्त नोंवणी केल्याया दिनांक 8/02/2011 963/2011 (११)अनुक्रमोळ,खंड व पृष्ठ (12)बाबारभावाप्रमाणे मुद्रांक मुल्क 79375 (१३)बाजारभावाप्रमाणे नोवणी शुक्क 16000



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गावाचे नाव : भायखळा (१)विलेखांचा प्रकार अभिहस्ताद्दरणपत्र (2)मेम्बदता (3) बाबारभव(भाडेपटटपाय्य बाबतितपटटाकार आकारणी देयो की पटरेंद्रार से नमुद्र करावे) प्रतिकेचे नाव इतर वर्षन (एडीजे.ए२४७५५)111 वर्धी ४७४/२०११ वि.टे.२००७५ १५०५ ६११६९ जाणि ११ मेल हुरहान कमनदीन स्ट्रीट मुंबई 8 ई वार्ड न ६४७५ स्ट्रीट से ६१/६५ व ११ (४) भू-ग्रुपन,पोटहिस्सा व घरकमांक(असल्पास) (५) क्षेत्रफळ, 152.17 旬年 (ह)आकारणी किंवा जुडी देण्याव असेव (7) इसापैवज करन देणाऱ्यासिहन ठेवण्य-या पक्षफाराचे नाव किंग दिवाणी न्यासातामाचा हुकुमनामा किंगा आदेख असल्यास प्रतिकृतिचे नाव व पत्ता. 1: नायः असीमोहम्मद् अहमद मेरीवादा -- वयः-पद्यः-पिन कोडः-यँन नं:-2: नायः-आस्मित्र पुनेद् घवेरी:- घयः-पद्यः-पिन कोडः-पँन नं:-३५ नायः, निरबान इनग्रासंहत्वर प्रांदिःचै संवासक निरबान मोहम्मय अकरम हुसैन - श्रेषः,--पणः--पिन कोठः--पेनृते- AADCN/1845 (१)दरापेवज करून प्रेषान्या पदकाराचे व किंवा दिवाणी न्यापातपाचा हुकुमनामा कि आदेश असल्यास,प्रतिकदिचे नाव व पत्ता (३) दस्तऐराज करून दिल्याचा दिन्तिक (19)दस्त नोंदणी केल्पाचा दिनांक 13/03/2012 १ ११ (अनुक्रमांक, खंड व पृष्ट 2043/2012 (12)वाजारभावाप्रमाणे मुद्रोक गुल्क 50000 (१३)बाजारभावाप्रमाणे भौदर्णी शुल्क (१४)चेरा

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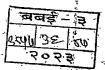
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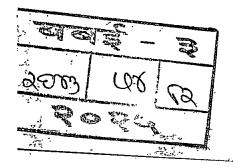
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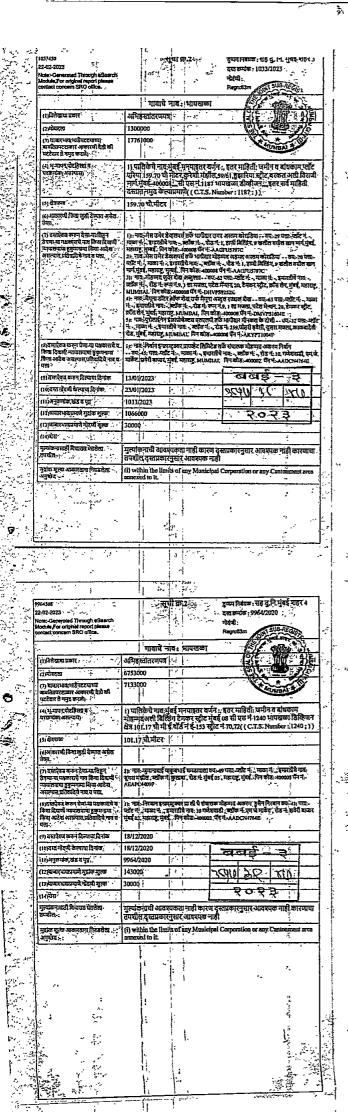
दुष्पम् निवंधकः सुबद्धं शहर 1 (फाट) दस्त क्राप्टकः १८४/२०११ गोरंपीः

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(5) थेत्रपत्त (0)-मामारची किया जुडी देखात असेत डेव्हर	२००.४७ से मी
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(१) बस्त्येवन करन देवा आसित्त ठेवणा या पक्षणमाने गया किया दिवापी नवारतायाचा प्रकृतमान किया आदेश अस्त्यास प्रतिकारिने गृज न पापा.	1१ मार-परची सुरक्षा कार्यामा बच-पाम-१०-१ ६ रा मनाव , किया अपर्यक्तर, १६४ हेटाविस पेह मुं श्रीति - कार-परच :- ALIPP 2875M २१-पाब-परचो तेहमूच गुरुवर सर-पाम-वर्णवामूचने कीन् कोर-पीन के ADOPP 2875M
(ए)द्रस्थानेत्रच करून पेषद्र-पा मदकाराचे व किया दिपानी न्यामानपाया हुनुस्तामा किया आहेत अस्त्यास् प्रतिवादिये स्वयं य पता	ाः मुक्त निरंबन इञ्चलकार आदि ये संचारक निरंबन मोहन्यात्रकारम हुनेन व्यक्तिकार कर्मा करिया हुने महिल्ला हुने क् त्रि मानेन हुने हैं कर्मा मुक्ति क्रोंक मानेन ADCN 41846
(९) दसारेबच करन दिल्याम् दिनक्र	28027011
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११) में क्रमांक संस्था पृष्ठ	1891/2011
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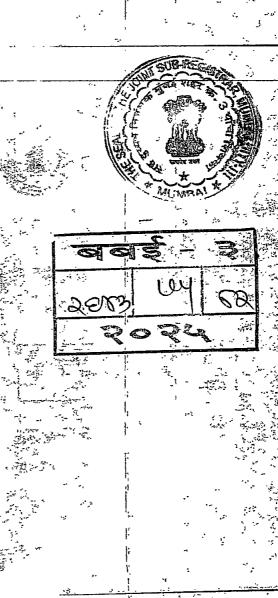




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१) धेत्रफक्ष		T62,21 चौ.मीटर	(186;))	Į
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निया प्रदेशीय में व प्रमुख्य स्थापना करते. जीवनीय	33 _ ] <sup>3</sup>	े नावः मेम विभर केरियाम् एक श्राप्तिक स्थापित	PU5797C	Ţ
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अप्रेम करून पेक मा पाक्रकार रिवर्ण करून पेक मा पाक्रकार रिवर्ण न्यानम्बर्ण हुन्ममा अर्थे क अतत्वाच प्रक्रियोर वे न्या गोरंज करून दिलाण दिलोक व नोवर्ण करून दिलाण दिलोक कर्मान् संस्था	भेज 1): व विष मार्के 13/0 23/0	प्रकः निर्मान हन्याद्वयन प्रायमेट विभिन्नेट वर्षे इ. इ. प्रायम्पर्वाद नं , न्याना नं , प्रान्यातीने ग्रा इ. इतेरी कावार सुंबई ग्यानाष्ट्र, आस्माराती ग्रा 1/2023	प्रमान क्षेत्रम् । स्टब्स् १८ म्येनवर्षः स्टब्स् इ ब्राइस् - ग्रेडस् १८ म्येनवर्षः स्टब्स् व ब्राइस् - ग्रेडस् १८ म्येनवर्षः स्टब्स्	
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सेरवर करन पेकाम पाठकारा रिवारी न्यापस्थान हुन्नन्या अर्थेरा असत्यास प्रतिकारित ने गोरवर करना दित्याम रिवारी त गोरवरी करायाम रिवारी त गोरवरी करायाम रिवारी कराया हुन्येर व पुर स्थापारण में मुख्येर पुरुष्	पेड 11: 1 द म 13:0 13:0 23:0 10:24 10740 30000	पायः निर्मात् प्रकारहरूपा प्रमानेह विशिष्टेन वर्णे २-६५ पायः पारं पं्याप्तातः पं्याप्ताते प्रमानित्रे प्र ८ प्रमानेह प्रमानेह प्रमानेह स्थापिता व्याप्ताते प्रमानित्रे प्रमानित्र प्रमानित्र प्रमानित्र प्रमानित्र प्रमानित्	विधान क्षेत्रपात अन्य मित्रन्त हैं वर्ष के स्वाप्त क्ष्मपाति हम्में हैं - क्ष्मिंग हैं - वेह में का प्रमेशवादी हम्में विधान कार्या के संस्थानिक क्षमें के स्वाप्त कर के स्वाप्त के स्वाप्त कर के स्वाप्त कर के स्वाप्त कर के स्वाप्त के स्वाप्त कर कर के स्वाप्त कर कर कर कर कर कर कर के स्वाप्त कर कर के स्वाप्त कर	**
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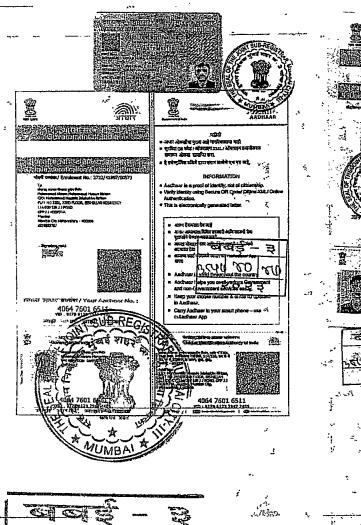


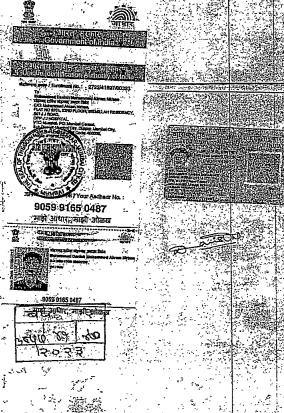
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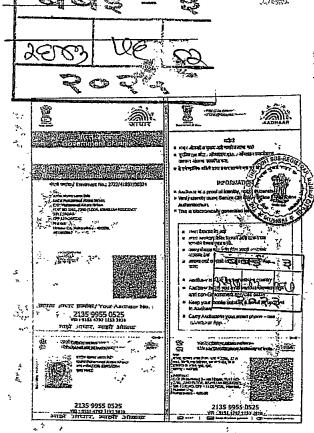
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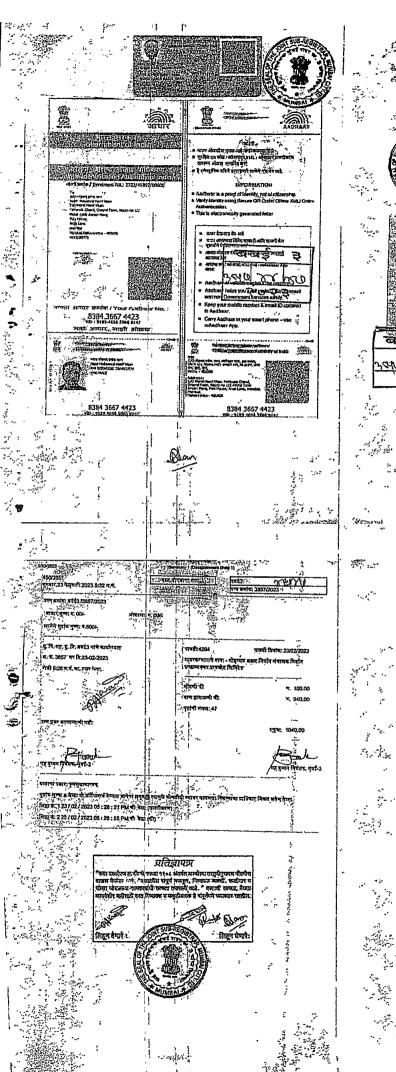


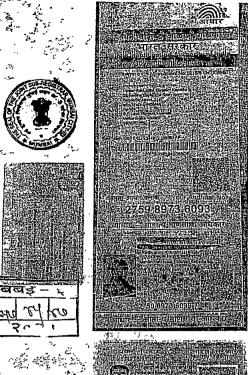
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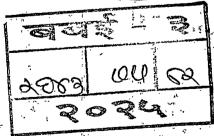


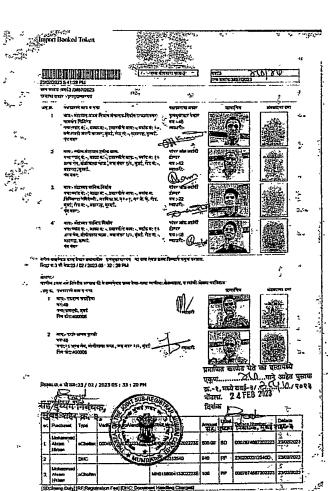
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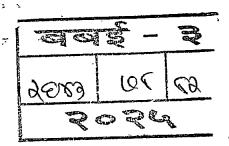
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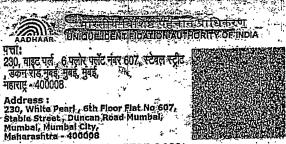
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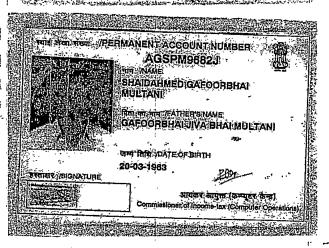
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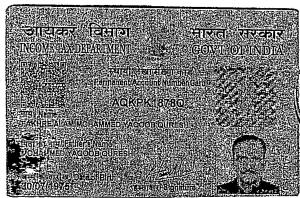
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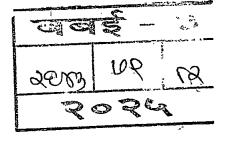


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दस्त गोषवारा भाग-1

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दस्ताचा प्रक्रार: अँग्रीमेंट टू सेल

मुद्रांक शुल्कः (एक) कोणत्याही महानगरपालिकेच्या हद्दीत जिलास्यालगति समलेल्या कार्णस्याही कटके क्षेत्राच्या हदीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का कं. 1 03 / 02 / 2025 06 : 37 : 51 PM ची वेळ: (साइर्रीकरण)

शिक्का कं. 2 03 / 02 / 2025 06 : 38 : 42 PM ची वेळ: (फी)

प्रतिज्ञापञ

\* सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. \* दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षोदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. \* दस्ताची सत्यता, वैधता कायदेशीर बावीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

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वस्त क्रमांक :बबई3 /2643/2025 दस्ताचा प्रकार :-अँग्रीमेंट टू सेल

पक्षकाराचे नावः व पत्ता

नाव:निर्वान इन्फ्रास्ट्रक्चर प्रायव्हेट लिमिटेड तर्फे संचालक मोहम्मद शकरम निर्वान तर्फे कुल मुखत्यार मोहम्मद दानिश निर्वान पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 10, गणेशवाडी, एम.जे. मार्केट, झवेरी बाजार, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AADCN4764E

नाव:रेहाना गफ्फार वहगामा

पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: प्लॅट वय :-44 नं.1101,11वा मजला,हाजी सुलेमान टॉवर,वसिल खान मार्ग,मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर:AGAPV7727M

पक्षकाराचा प्रकार

लिहून देणार वय :-24

लिहून घेणार स्वाक्षरी:-

छायाचित्र



ठसा प्रमाणित



वरील दस्तऐवज करुन देणार तथाकथीत अँग्रीमेंट दू सेल चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क.3 ची वेळ:03 / 02 / 2025 06 : 39 : 57 PM

ऒळख:-

खालील इसम असे निवेदीत करतात की दे दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनुक्र. पक्षकाराचे नाव व पत्ता

नाव:शाईद बहमद मुलतानी --वय:62 पत्ता:मुंबई पिन कोड:400008

नाव:फखरेलम कुरेशी - -पत्ता:शुखलाजी स्ट्रीट मुंबई पिन कोड:400008

स्वाक्षरी





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प्रमाणित करणित येते की दस्तामध्ये एकूण...... 🛇 ...पाने आहेत पुस्तक क्र.-१, मध्ये बबई-३/.े.ि.ि.) २०२५ वर

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