

322/10939

पावती

Original/Duplicate

Monday, October 07, 2019

नोंदणी क्र.: 39म

11:55 AM

Regn.: 39M

पावती क्र.: 12337 दिनांक: 07/10/2019

गावाचे नाव: विलेपार्ले

दस्तऐवजाचा अनुक्रमांक: वदर1-10939-2019

दस्तऐवजाचा प्रकार: पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव: नरेशकुमार रतनलाल ओझा-मेंबर 1

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1720.00

पृष्ठांची संख्या: 88

एकूण:

रु. 31720.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ बंदाजे

12:09 PM ह्या वेळेस मिळेल.

वाजार मूल्य: रु. 20924500/-

मोबदला रु. 16000000/-

भरलेले मुद्रांक शुल्क : रु. 1256000/-

साह. दुय्यास. विवेकानंद प्रसाद
मुंबई ठपनगर जिल्हा

1) देशाचा प्रकार: eChallan रकम: रु. 30000/-

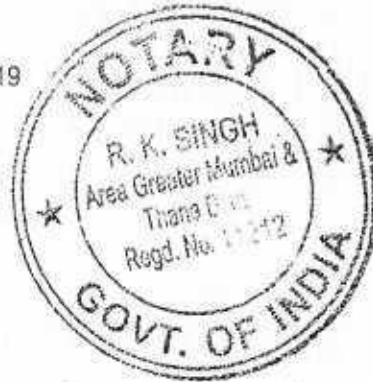
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH006350106201920M दिनांक: 07/10/2019

देशाचे नाव व पत्ता:

2) देशाचा प्रकार: DHC रकम: रु. 1720/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0410201910728 दिनांक: 07/10/2019

देशाचे नाव व पत्ता:



Naresh R Oze

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON... 8/10/2019

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0410201910728	Date 04/10/2019
Received from NARESHKUMAR R OZA, Mobile number 9322406984, an amount of Rs.1720/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R. Andheri 1 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name PUNB	Date 04/10/2019
Bank CIN 10004152019100409152	REF No. 188488036
This is computer generated receipt, hence no signature is required.	



अदर - १		
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3088		



07/10/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 1

दस्त क्रमांक : 10939/2019

नोदणी :

Regn:63m

गावाचे नाव : विलेपार्ले

(1) विलेखाचा प्रकार पर्यायी जागेचा करार

(2) मोबदला 16000000

(3) बाजारभाव(भाडेपट्ट्याच्या वास्तविकपट्टाकार अकारणी देतो की पट्टेदार ते नमुद करावे) 20924500

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

1) पालिकेचे नाव: मुंबई भनपा इतर वर्णन : सदनिका नं. 809, मजला नं. 8 वा मजला, इमारतीचे नाव: जुहू प्रार्थना को-ऑप. ही.सो.ली., ब्लॉक नं. 5, जेव्हीपीडी स्कीम, रोड नं: एन.एस.रोड नं.5, जेव्हीपीडी स्कीम, इतर माहिती: सविनोद क्षेत्र 192.84 चौरस मीटर कार्पेट, सोबत 2 कार पार्किंग. (C.T.S. Number : 26A(Part) ;)

(5) क्षेत्रफळ 1) 212.13 चौ.मीटर

(6) अकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमानामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:- मेसर्स काबरा इस्टेट अँड इनवेस्टमेंट कन्सल्टंट्स चे भागीदार मनीष कमलकिशोर काबरा यांच्या तर्फे मुखत्यार सुधीर शेखर शेटी वय:- 43; पत्ता:- प्लॉट नं: ऑफिस , माळा नं: 10 वा मजला , इमारतीचे नाव: कमला हब, ब्लॉक नं: विलेपार्ले पश्चिम, मुंबई, रोड नं: जेव्हीपीडी स्कीम, एन.एस.रोड नं.1, महाराष्ट्र, मुंबई. पिन कोड:- 400049 पॅन नं:- AAFFK1999R

2): नाव:- जुहू प्रार्थना को ऑप ही सो लि चे सेक्रेटरी नरेश ओझा - मान्यता देणार वय:- 56; पत्ता:- प्लॉट नं: ऑफिस बिल्डिंग नं.5, माळा नं:-, इमारतीचे नाव: जुहू प्रार्थना को ऑप ही सो लि, ब्लॉक नं: विलेपार्ले पश्चिम, मुंबई, रोड नं: एन एस रोड क्र. ५, जेव्हीपीडी स्कीम, महाराष्ट्र, मुंबई. पिन कोड:- 400049 पॅन नं:- AAAP00576F

3): नाव:- जुहू प्रार्थना को ऑप ही सोला लि चे खजिनदार एन. वाय. बारसे - मान्यता देणार वय:- 71; पत्ता:- प्लॉट नं: ऑफिस बिल्डिंग नं.5, माळा नं:-, इमारतीचे नाव: जुहू प्रार्थना को ऑप ही सो लि, ब्लॉक नं: विलेपार्ले पश्चिम, मुंबई, रोड नं: एन एस रोड क्र. ५, जेव्हीपीडी स्कीम, महाराष्ट्र, मुंबई. पिन कोड:- 400049 पॅन नं:- AAAPB3224B

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

1): नाव:- नरेशकुमार रतनलाल ओझा-मॅबर 1 वय:- 56; पत्ता:- 43, तळ मजला, जुहू प्रार्थना को-ऑप.ही.सो.ली, विलेपार्ले पश्चिम, मुंबई, एन.एस.रोड नं.५, जेव्हीपीडी स्कीम, जुहू, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:- 400049 पॅन नं:- AAAP00576F

2): नाव:- नरेशकुमार रतनलाल ओझा-मॅबर 2 वय:- 56; पत्ता:- प्लॉट नं: 44, माळा नं: तळ मजला, इमारतीचे नाव: जुहू प्रार्थना को-ऑप.ही.सो.ली, ब्लॉक नं: विलेपार्ले पश्चिम, मुंबई, रोड नं: एन.एस.रोड नं.५, जेव्हीपीडी स्कीम, महाराष्ट्र, मुंबई. पिन कोड:- 400049 पॅन नं:- AAAP00576F

(9) दस्तऐवज करून दिल्याचा दिनांक 07/10/2019

(10) दस्त नोदणी केल्याचा दिनांक 07/10/2019

(11) अनुक्रमांक, खंड व पृष्ठ 10939/2019

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 1256000

(13) नोदणी शुल्क 30000



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

दस्तासोबत सूची II दिली

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

खरी प्रत

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





AGREEMENT

THIS AGREEMENT is made and entered into at Mumbai on this 7th day of October, 2019.

BETWEEN

KABRA ESTATE AND INVESTMENT CONSULTANTS, a registered Partnership Firm, incorporated under the provisions of the Indian Partnership Act, 1932 and having its registered office at Mustafa Building, 2nd Floor, Sir P.M. Road, Fort, Mumbai - 400 001, hereinafter referred to as "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner of the said firm and the last survivor or survivors of them and their respective heirs, executors, administrators, successors and assigns) of the FIRST PART;

AND

JUHU PRARTHANA CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society registered under the provision of The Maharashtra Co-operative Societies Act, 1960 under No BOM/HSG/8011 of 1983 dated 12th May 1983 and having its registered office at Building No.5, N.S. Road No.5, J.V.P.D. Scheme, Juhu, Mumbai - 400 049, hereinafter referred to as "the Society" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors in title and assigns) of the SECOND PART;

AND

Lubna Khan	Naresh Oza	Manish Kabra	Naresh Oza
	JUHU PRARTHANA CHS	KABRA ESTATE & INVESTMENT CONSULTANT	MEMBER

MR. NARESHKUMAR RATANLAL OZA, both of Mumbai Indian inhabitants, presently residing at Flat No. 43, on the Ground Floor of the building of the Society, hereinafter referred to as "the Member-1" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the THIRD PART;

MR. NARESHKUMAR RATANLAL OZA, both of Mumbai Indian inhabitants, presently residing at Flat No. 44, on the Ground Floor of the building of the Society, hereinafter referred to as "the Member-2" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **FOURTH PART**;

The Developer, the Society and the Member-1 and Member-2 hereinafter shall be individually referred to as "a Party" and collectively referred to as "the Parties".

WHEREAS:

A. The Member-1 is one of the members of the Society and holds 5 shares of Rs. 50/- (Rupees Fifty Only) each, bearing distinctive Nos. from 91 to 95 (both inclusive) comprised in Share Certificate No.19 (hereinafter referred to as "the said Shares" and "the said Share Certificate" respectively) and incidental to such membership of the Society, the Member is in occupation and possession of Flat No. 43 admeasuring about 513 square feet carpet on the Ground floor, in the building of the Society known as 'PRARTHANA', standing on all those pieces and parcels of land bearing C.T.S. No.26A of Village Vile Parle (West), Building No.5, N.S. Road No.5, J.V.P.D. Scheme, Juhu, Mumbai - 400 049, Taluka Andheri in the Registration District of Mumbai Suburban, admeasuring approximately 975.47 sq.mtrs. or thereabouts (hereinafter referred to as "the said Flat", "the said Building" and "the said Land" respectively).

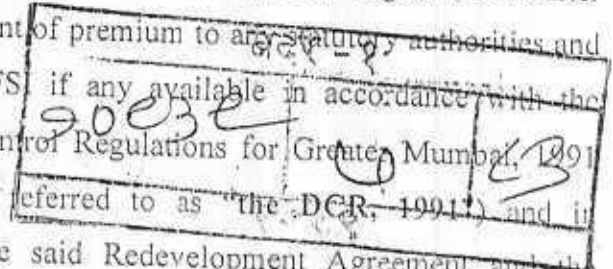
B. The Member-2 is one of the members of the Society and holds 5 shares of Rs. 50/- (Rupees Fifty Only) each, bearing distinctive Nos. from 96 to 100 (both inclusive) comprised in Share Certificate No.20 (hereinafter referred to as "the said Shares" and "the said Share Certificate" respectively) and incidental to such membership of the Society, the Member is in occupation and possession of Flat No. 44 admeasuring about 513 square feet carpet on the Ground floor, in the

Lubna Khan	Naresh Oza	Norman Barsey	Manish Kabra	Naresh Oza	Naresh Oza
	JUHU PRARTHANA CHSL		KABRA ESTATE & INVESTMENT CONSULTANT		MEMBER

building of the Society known as 'PRARTHANA', standing on all those pieces and parcels of land bearing C.T.S. No.26A of Village Vile Parle (West), Building No.5, N.S. Road No.5, J.V.P.D. Scheme, Juhu, Mumbai - 400 049, Taluka Andheri in the Registration District of Mumbai Suburban, admeasuring approximately 975.47 sq.mtrs. or thereabouts (hereinafter referred to as "the said Flat", "the said Building" and "the said Land" respectively).

C. The Society is today absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Building as the sole and absolute Owner thereof.

D. By the Undertaking given by the Developer and by and under a Redevelopment Agreement dated 5th March, 2011, and subsequent Rectification Deed dated 15th April 2014 made and executed between the Society on the one part and the Developer as the other part and duly registered respectively with the Sub-Registrar of Assurances, at Bandra under number BDR1-02670-2011 dated 5th March 2011, and BDR1-3291-2014 dated 17th April 2014 (hereinafter referred to as the "said Redevelopment Agreement and the said Rectification Deed respectively"), the Society, with the consent and concurrence of all its member/s, including the Member herein, has granted to the Developer permission to demolish and redevelop the said Building after obtaining the necessary approvals from the Housing and Area Development Board (MHADA) and the Municipal Corporation of Greater Mumbai (MCGM) with puzzle parking and upper floors in accordance with the building proposals to be sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") and duly approved and accepted by the Society and the Member/s by using and utilizing the entire available Floor Space Index on the said Land viz. to utilise and consume the total available Floor Space Index (hereinafter referred to as "FSI") emanating from the said Land and also to utilise and consume any other type of FSI on the said Land including but not limited to any FSI by way of loading of Transferable Development Rights (hereinafter referred to as "TDR") or by payment of premium to any statutory authorities and also any compensatory fungible FSI if any available in accordance with the provisions of the Development Control Regulations for Greater Mumbai, 1991 and its Amendments (hereinafter referred to as "the DCR, 1991") and in accordance with the terms of the said Redevelopment Agreement and the Rectification Deed;



Lubna Khar	Naresh R Oza	Norman Barsey	Manish Kabra	Naresh R Oza Naresh R Oza
	NARESH R OZA		KABRA ESTATE & INVESTMENT CONSULTANT	MEMBER

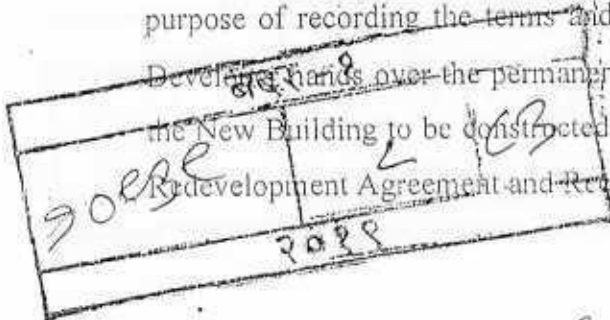
E. In pursuance of the applications made by the Developer to the MCGM/MHADA for development on the said Land, the MCGM has issued an Intimation of Disapproval bearing No.CHE/WS/1304/K/337 dated 14th January 2015 with its amendments dated [5th January 2016 and 2nd April 2016] and Commencement Certificate bearing No.CHE/WS/1304/K/337 (NEW) dated 15th May 2015 and extended on [5th May 2016, 10th January 2017 and 23rd August 2017] issued by the Municipal Corporation of Greater Mumbai and dated 23rd July 2018 issued by the Building Permission Cell, Greater Mumbai/MHADA, and Part Occupation Certificate bearing No. MH/EE/(B.P.)/GM/MHADA-104/019/2019 dated 07th June 2019 issued by the Building Permission Cell, Greater Mumbai/MHADA, to the Developer in that behalf (hereinafter referred to as "IOD, CC and OC").



F. In pursuance of Clause No.8 of the Redevelopment Agreement, the Developer shall issue a vacating notice issued on 17th January 2015 to all the members and as such, the Society is liable to hand over vacant possession of the said plot of land with its building to the Developer herein and this Member is liable to hand over peaceful and vacant possession of his/her respective flats to the Developer herein on or before 28th February 2015.

G. The Member shall vacate and hand over to the Developer through the Society, the said Flat in order to enable the Developer to demolish the said Building, in accordance with the terms and conditions of the said Redevelopment Agreement and Rectification Deed and the Undertaking within the stipulated time period mentioned hereinabove or within such extended time period as may be mutually agreed. The Society hereby also undertakes to handover vacant and peaceful possession of the said Land and building to the Developer herein in accordance with the terms of the said Redevelopment Agreement and said Rectification Deed.



H. In the circumstances, the Parties hereto are entering into this Agreement for the purpose of recording the terms and conditions *inter alia* and to ensure that this Developer hands over the permanent alternate accommodation to this Member in the New Building to be constructed by the Developer as per the terms of the said Redevelopment Agreement and Rectification Deed.



Lubna Khan	Naresh Oza	Naresh Oza	Manish Kabra	Naresh R Oza Naresh R Oza
		Norman Barsey		Naresh Oza Naresh Oza
	JUHU PRARTHNA CHSL		KABRA ESTATE & INVESTMENT CONSULTANT	MEMBER

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

1. The recitals above form an integral part and parcel of this Agreement and are not repeated in the operative part, only for the sake of brevity and should be deemed to be incorporated in the operative part also, as if the same were set out hereunder and reproduced verbatim.
2. The Member-1 and Member-2 is aware of all the terms and conditions of the said Redevelopment Agreement and Rectification Deed and hereby records his/her acceptance of the same. It is hereby agreed between the Parties hereto that all the clauses of the said Redevelopment Agreement and the said Rectification Deed including the details of the amenities to be provided by the Developer in the proposed new building as per the final offer letter dated 05/12/2014, and the Undertaking are valid, subsisting and binding on the Parties herein so far as the same are not inconsistent with this PAA.
3. The Member-1 and Member-2 and the Society do hereby confirm that the Developer has till date observed, performed and complied with all its obligations under the terms and conditions of the said Redevelopment Agreement and Rectification Deed and that the Developer has paid all amounts payable to the Society and this Member in accordance with the said Redevelopment Agreement and Rectification Deed (as were payable till date). The Member-1 and Member-2 hereby records their consent for all the acts of the Developer till date and hereby agrees to co-operate with the Society and the Developer to ensure smooth further execution of this Agreement in its true meaning.
4. The Member-1 and Member-2 hereby declare and confirm that the Member-1 and Member-2 have consented to the Resolution passed at the meeting of the members of the said Society on 18th December 2010 and under all the other ancillary resolutions, documents, undertakings, letters, writing/s etc., executed by the Member and the Society in favour of the Developers and the Member-1 and Member-2 have approved and consented to the said Redevelopment Agreement and the Rectification Deed and the Undertaking that the Member-1 and Member-2 is aware of and has understood the terms and conditions thereof & the Member-1 and Member-2 agree/s and undertake/s to extend his full co-operation and consent.

Lubna Khan	Narresh 2 039			Narresh 2 039
	Narresh Oza	Narresh Oza	Manish Kabra	Narresh Oza
	JUHU PRARTHNA CHSL		KABRA ESTATE & INVESTMENT CONSULTANT	MEMBER

and approval, of the obligations of the Society under the said Redevelopment Agreement and the Rectification Deed and the Member agree/s and undertake/s not to object to or hinder performance of the said Redevelopment Agreement and the Rectification Deed in any manner whatsoever and howsoever arising unless there is a gross violation of any of the terms and conditions of the said Redevelopment Agreement and the Rectification Deed by the Developer.



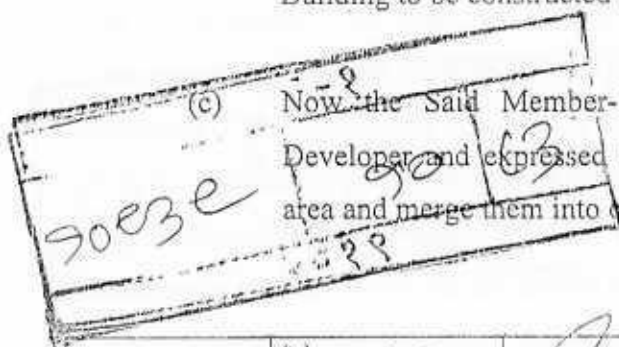
5. In case progress of redevelopment and construction work on the said Land in accordance with the terms of the said Redevelopment Agreement and the Rectification Deed is obstructed or delayed due to any act or default on the part of the Member-1 and Member-2, the Member-1 and Member-2 shall be liable for payments of damages and compensation for delay caused thereby and agree and undertake to indemnify and keep indemnified the Developer and the Society from and against all losses, costs, charges, expenses, damages, suits, proceedings, claims suffered or incurred by the Developer by virtue of breach of any of the terms hereof or of the said Redevelopment Agreement and the Rectification Deed by the Member.

6. (a) In compliance of the obligations of the Developer under the said Redevelopment Agreement and Rectification Deed the Developer hereby agrees to handover to the Member-1, flat consisting of a Living Room, 2 Bedrooms, Kitchen & 3 toilet/bathrooms as per the M.C.G.M plans admeasuring 800 square feet (74.35 sq. mtrs) carpet area in the New Building to be constructed by the Developer on the said Land;



- (b) In compliance of the obligations of the Developer under the said Redevelopment Agreement and Rectification Deed the Developer hereby agrees to handover to the Member-2, flat consisting of a Living Room, 2 Bedrooms, Kitchen & 3 toilet/bathrooms as per the M.C.G.M plans admeasuring 800 square feet (74.35 sq. mtrs) carpet area in the New Building to be constructed by the Developer on the said Land;

- (c) Now the Said Member-1 and Said Member-2 has approached the Developer and expressed their desire to combine their said free of cost area and merge them into one bigger flat area



Lubna Khan	Naresh Oza	Norman Borsey	Manish Kabra	Naresh Oza
	Naresh Oza		KABRA ESTATE & INVESTMENT CONSULTANT	Naresh Oza Naresh Oza
	JUHU PRARTHNA CHSL			MEMBER

- (d) **AND WHEREAS** in addition to the above area of 1600 sq. ft. (carpet area), the member is desirous of acquiring additional area of 475 sq. ft. (carpet area) from the Developer for a total consideration of Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) to be paid in the manner and within the time mutually agreed upon or for the consideration as mutually agreed, so as to have an aggregate area of 2075 sq. ft. carpet area.

7. The Developer has considered and accepted their request and has made one single flat of bigger area of 2075 square feet (192.84 sq. mtrs) carpet area consisting of a Living Room, 4 Bedrooms, Kitchen & 5 toilet/bathrooms as per the M.C.G.M plans bearing no. 601 admeasuring on the Sixth Floor in the New Building to be constructed by the Developer on the said Land; and which flat the Member/s hereby agree and unconditionally agree to accept as the permanent alternate accommodation of the Member without any dispute and/or demur and in full discharge of the Developer's obligations under the said Redevelopment Agreement and the Rectification Deed (hereinafter referred to as "the New Flat"). A copy of the floor plan of the New Flat to be handed over to the Member by the Developer is hereto annexed and marked as Annexure "A". The Developer hereby undertakes not to make any change in the said floor plan attached in Annexure "A" of the Members new Premises unless consent of member is taken in writing for the same. The Developer hereby further agrees and undertakes to provide all the amenities and facilities as mentioned in the final offer letter dated 05/12/2014 and the said Redevelopment Agreement and the quality of the same shall be as agreed and assured by the Developer as per the said Redevelopment Agreement and the Rectification Deed.

8. In addition to the said area of 1600 sq. ft. (carpet area), the Member/s are desirous of acquiring additional area of 475 sq. ft. (carpet area) at or for the total consideration of Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) to be paid in the manner and within the time mutually agreed upon for the total area of admeasuring 2075 square feet (192.84 sq. mtrs) carpet area, of the new building being constructed on the said property as described in the Schedule;

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The said amount of Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) shall be paid by the Member/s to Developer as follows:

Lubna Khan	Naresh Oza	Naresh Oza	Manish Kabra	Naresh Oza
		Naresh Oza		Naresh Oza
	JUHU PRARTHNA CHSL		KABRA ESTATE & INVESTMENT CONSULTANT	MEMBER

- (I) On or before execution of these presents Rs.1,51,000/-
(Rupees One Lakh Fifty One Thousand Only)
- (II) On or before 15th November 2019 Rs.58,49,000/-
(Rupees Fifty Eight Lakhs Forty Nine Thousand Only)
- (I) On or before 30th December 2019 Rs.50,00,000/-
(Rupees Fifty Lakhs Only)
- (II) On Possession Rs.50,00,000/-
(Rupees Fifty Lakhs Only)



The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is expressly clarified, agreed and confirmed by the Member/s that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Member/s alone and the Developer shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Member/s as and when called upon by the Developer and/or as required by the concerned Government or authority, as the case may be.

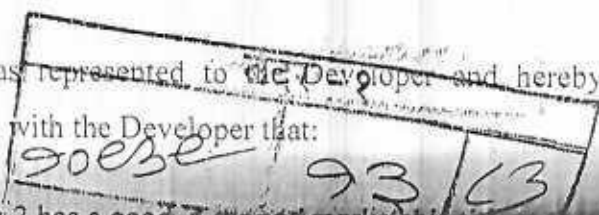
9. The Developer has allotted 20 (Twenty) car parking facilities to the Society for allotment by the Society to its members as per the plan furnished to the Society. One permanent parking would be allotted to you in the reconstructed building.

The Member hereby undertakes not to raise any dispute in respect of the said Car Parking Space on taking possession of the said new flat in the new building to be constructed by the Developer in pursuance of the said Redevelopment Agreement and the Rectification Deed.

Lubna Khan	Naresh Oza	Norman Barsey	Manish Kabra	Naresh Oza
	Naresh Oza		KABRA ESTATE & INVESTMENT CONSULTANT	Naresh Oza Naresh Oza
	JUHU PRARTHNA CHSL			MEMBER



10. The Developer shall make all reasonable endeavours to complete construction of the New Building in accordance with clause 15 of the said Redevelopment Agreement and the Rectification Deed, subject to Force Majeure, and thereupon put the Member in possession of the New Flat as per the provisions of this Agreement.
11. The Member-1 and Member-2 shall be under an obligation to forthwith accept possession of the New Flat within a period of 1 (One) month from the date of the Developer calling upon the Member to do so, under a written intimation addressed to the Member-1 and Member-2 at the address of the Member-1 and Member-2 specified above. Such written intimation addressed to the Member-1 and Member-2 shall be issued by the Developer ONLY on receipt of the Occupation Certificate for the entire New Building and any correspondence that may be made by the Developer calling upon the Member to accept the possession of the new flat at any time before the issuance of Occupation Certificate by the MCGM shall be considered as Null and Void and the Member-1 and Member-2 shall not be under any obligation to accept the possession of the new flat till such time Occupation Certificate is issued by MCGM for the New Building. The obligation of the Developer to pay the monthly compensation to the Member-1 and Member-2 for the purpose of acquiring temporary alternate accommodation during the period of redevelopment in accordance with the terms of the said Redevelopment Agreement and Rectification Deed shall come to an end after the period of notice of the Developer so calling upon the Member-1 and Member-2 to accept possession of the New Flat under a written notice addressed to the Member-1 and Member-2 at the address of the Member-1 and Member-2 specified above and the member is handed over possession of their respective flats in the new building as stated in the said Redevelopment Agreement and Rectification Deed. The period for the same shall not exceed 30 months.
12. The Member-1 and Member-2 has represented to the Developer and hereby reiterate/s, declare/s and covenant/s with the Developer that:
- a. The Member-1 and Member-2 has a good, & clear marketable title in the said Shares and co-ownership in the said Building free from all mortgages, encumbrances claims and liabilities of any kind and nature whatsoever arising and





10. The Developer shall make all reasonable endeavours to complete construction of the New Building in accordance with clause 15 of the said Redevelopment Agreement and the Rectification Deed, subject to Force Majeure, and thereupon put the Member in possession of the New Flat as per the provisions of this Agreement.
11. The Member-1 and Member-2 shall be under an obligation to forthwith accept possession of the New Flat within a period of 1 (One) month from the date of the Developer calling upon the Member to do so, under a written intimation addressed to the Member-1 and Member-2 at the address of the Member-1 and Member-2 specified above. Such written intimation addressed to the Member-1 and Member-2 shall be issued by the Developer ONLY on receipt of the Occupation Certificate for the entire New Building and any correspondence that may be made by the Developer calling upon the Member to accept the possession of the new flat at any time before the issuance of Occupation Certificate by the MCGM shall be considered as Null and Void and the Member-1 and Member-2 shall not be under any obligation to accept the possession of the new flat till such time Occupation Certificate is issued by MCGM for the New Building. The obligation of the Developer to pay the monthly compensation to the Member-1 and Member-2 for the purpose of acquiring temporary alternate accommodation during the period of redevelopment in accordance with the terms of the said Redevelopment Agreement and Rectification Deed shall come to an end after the period of notice of the Developer so calling upon the Member-1 and Member-2 to accept possession of the New Flat under a written notice addressed to the Member-1 and Member-2 at the address of the Member-1 and Member-2 specified above and the member is handed over possession of their respective flats in the new building as stated in the said Redevelopment Agreement and Rectification Deed. The period for the same shall not exceed 30 months.
12. The Member-1 and Member-2 has represented to the Developer and hereby reiterate/s, declare/s and covenant/s with the Developer that:

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 - a. The Member-1 and Member-2 has a good ~~title~~ *title* in the said Shares and ~~is free from~~ *is free from* encumbrances claims and ~~liabilities~~ *liabilities* howsoever arising and

benefit claim or demand of any nature whatsoever and howsoever arising in to or upon the said Flat or the said Shares or any part thereof:

- b. The Member-1 and Member-2 is solely, exclusively and absolutely entitled to the said Flat and the said Shares and no other person/s has/have any right, title, interest, share, claim or demand of any nature whatsoever and howsoever arising in to or upon the same;
- c. The Member-1 and Member-2 is the registered member of the Society and the said Share Certificate stands in name of the Member-1 & Member-2;
- d. The said Shares have not been surrendered to or forfeited by the Society;
- e. No demand notice or acquisition notice has been received in respect of the said Flat or the said Shares;
- f. The Member-1 and Member-2 has not done any act, deed, matter or thing whereby the Member/s is/are prevented from and there is no attachment or prohibitory order issued by any Court or Tax Authorities or by any other authority prohibiting the Member-1 and Member-2 from dealing with said Flat and the said Shares or entering into this transaction; and
- g. The said Flat and the said Shares are not the subject matter of any pending litigation or arbitration dispute and there is no lispendens notice registered in respect thereof.
- h. The Member-1 and Member-2 has paid all the dues in respect of the said Flat to the Society and to all the concerned authorities till date and there are no outstanding dues in respect thereof. Any outstanding dues as certified by the Society shall be deducted from the balance amount payable by the Developer to the Member-1 and Member-2 as per the terms of the said Redevelopment Agreement and Rectification Deed and only the net amount shall be payable by the Developer to the Member on the date as set in the Redevelopment Agreement.

13. The Member-1 and Member-2 hereby confirms the resolution dated 21st June, 2016 passed at the Special-General Body Meeting of the Society and states that the same is binding upon the Member and that the said Redevelopment Agreement and Rectification Deed stand amended pursuant to the resolution dated

20th June, 2016. 78

Lubna Khan	Naresh Oza	Norman Borsey	Manish Kabra	Naresh R. Oza Naresh R. Oza
	JUHU PRARTHNA CHSI		KABRA ESTATE & INVESTMENT CONSULTANT	Naresh Oza Naresh Oza MEMBER



14. The Member-1 and Member-2 is aware that only on the basis of and relying on the aforesaid representations, assurances, declarations, covenants and warranties made by the Member-1 and Member-2 hereunder, the Developer has agreed to enter into this Agreement and the Member hereby agree/s to indemnify and keep indemnified the Developer from and against all and any damage or loss that may be caused to the Developer or incurred, sustained or suffered by the Developer by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Member-1 and Member-2 being untrue and/or otherwise as a result of the Member entering into this transaction and/or in any manner arising there from.
15. The Society hereby represents to the Developer and confirms that in so far as the Society is aware and concerned, all the representations made by the Member-1 and Member-2 herein are true and accurate as per its records.
16. The Member-1 and Member-2 undertake/s to sign all necessary applications, indemnity, writings and any other documents as and when required by the MCGM or any other local authorities for sanctioning layout plan, approvals, sanctions for redevelopment of the said Building on the said Land by the Developer forthwith upon the receipt of the same without any delay or demer.
17. The Member-1 and Member-2 hereby declare/s undertakes and covenants that all the writings, undertakings, resolutions, etc., passed on the date of this Agreement shall be binding on the heirs and legal representatives of the Member-1 and Member-2 in all respects.
18. The Member-1 and Member-2 hereby declare/s that the Member-1 and Member-2 is satisfied with and agreeable for facilities and amenities to be provided by the Developer in the New Flat to be allotted to the Member-1 and Member-2 by the Developer as per the list annexed hereto and marked as Annexure "B" and as mentioned in the said Redevelopment Agreement and the Rectification Deed.
19. Notwithstanding anything herein contained, any of the Parties shall not be responsible for any breach or non-performance or delay or damages with regard to any delay in performance or non-performance of any of the terms and conditions of this Agreement if such breach, delay or non-performance is occasioned by

Lubna Khan	Naresh R Oza	Norman Barsey	Manish Kabra	Naresh R Oza
	Naresh R Oza		KABRA ESTATE & INVESTMENT CONSULTANT	Naresh R Oza
	JUHU PRARTHNA CHS			MEMBER

reasons or circumstances beyond the control of the Parties (herein referred to as "Force Majeure") including but not limited to the following reasons:

- a. Any conditions beyond the reasonable control of the Party, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.
 - b. If there are riots, bandhs, strikes and/or labour unrest and/or non-availability of materials or labour or any other resources and in consequence whereof, redevelopment on the said Land could be adversely affected;
 - c. If there are disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and/or all approvals by the concerned authorities, which delays or materially adversely affects the implementation of the redevelopment of said Land.
 - d. By reason of war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo, terrorism, etc. in consequence whereof, redevelopment on the said Land could be adversely affected; and
- As a result of any embargo, Notice, Order, Rule or Notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance, in consequence whereof, redevelopment on the said Land could be adversely affected.
- f. It is agreed that the time of delay occasioned by a Force Majeure event shall be automatically and *ipso facto* extended suitably for any Party in order to comply with its obligations hereunder. The Developer hereby undertakes to inform and keep the members informed about the delay likely to be caused by Force Majeure

20. The Member hereby declare, confirm and covenant with the Developer and Society as follows:

- a) To maintain and keep the said flat in good tenantable repair and same condition, state and order in which it was delivered by the Developers to

Lubna Khan	Nareesh R Oza	Norman Barsey	Manish Kabra	Nareesh R Oza
	Nareesh R Oza			Nareesh R Oza
	JUHU PRARTHNA CHSL		KABRA ESTATE & INVESTMENT CONSULTANT	MEMBER



building of the Society known as 'PRARTHANA', standing on all those pieces and parcels of land bearing C.T.S. No.26A of Village Vile Parle (West), Building No.5, N.S. Road No.5, J.V.P.D. Scheme, Juhu, Mumbai - 400 049, Taluka Andheri in the Registration District of Mumbai Suburban, admeasuring approximately 975.47 sq.mtrs. or thereabouts (hereinafter referred to as "the said Flat", "the said Building" and "the said Land" respectively).

C. The Society is today absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Building as the sole and absolute Owner thereof.

D. By the Undertaking given by the Developer and by and under a Redevelopment Agreement dated 5th March, 2011, and subsequent Rectification Deed dated 15th April 2014 made and executed between the Society on the one part and the Developer as the other part and duly registered respectively with the Sub-Registrar of Assurances, at Bandra under number BDR1-02670-2011 dated 5th March 2011, and BDR1-3291-2014 dated 17th April 2014 (hereinafter referred to as the "said Redevelopment Agreement and the said Rectification Deed respectively"), the Society, with the consent and concurrence of all its member/s, including the Member herein, has granted to the Developer permission to demolish and redevelop the said Building after the approval of the Mumbai Housing and Area Development Board (MHAD) gives its NoC with puzzle parking and upper floors in accordance with the building proposals to be sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") and duly approved and accepted by the Society and the Member/s by using and utilizing the entire available Floor Space Index on the said Land viz. to utilise and consume the total available Floor Space Index (hereinafter referred to as "FSI") emanating from the said Land and also to utilise and consume any other type of FSI on the said Land including but not limited to any FSI by way of loading of Transferable Development Rights (hereinafter referred to as "TDR") or by payment of premium to any statutory authorities and also any compensatory fungible FSI if any available in accordance with the provisions of the Development Control Regulations for Greater Mumbai, 1991 and its Amendments (hereinafter referred to as "the DCR, 1991") and in accordance with the terms of the said Redevelopment Agreement and the Rectification Deed;

Lubna Khar	Naresh Oza	Korman Barsey	Manish Kabra	Naresh R Oza Naresh R Oza
	Naresh Oza	Korman Barsey	Manish Kabra	Naresh Oza Naresh Oza
	JUHL PRARTHANA CHSL		KABRA ESTATE & INVESTMENT CONSULTANT	MEMBER

reasons or circumstances beyond the control of the Parties (herein referred to as "Force Majeure") including but not limited to the following reasons:

- a. Any conditions beyond the reasonable control of the Party, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.
- b. If there are riots, bandhs, strikes and/or labour unrest and/or non-availability of materials or labour or any other resources and in consequence whereof, redevelopment on the said Land could be adversely affected;
- c. If there are disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and/or all approvals by the concerned authorities, which delays or materially adversely affects the implementation of the redevelopment of said Land.
- d. By reason of war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo, terrorism, etc. in consequence whereof, redevelopment on the said Land could be adversely affected; and
- e. As a result of any embargo, Notice, Order, Rule or Notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance, in consequence whereof, redevelopment on the said Land could be adversely affected.
- f. It is agreed that the time of delay occasioned by a Force Majeure event shall be automatically and *ipso facto* extended suitably for any Party in order to comply with its obligations hereunder. The Developer hereby undertakes to inform and keep the members informed about the delay likely to be caused by Force Majeure

20. The Member hereby declare, confirm and covenant with the Developer and Society as follows:-

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a) To maintain and keep the said flat in good tenantable repair and same condition, state and order in which it was delivered by the Developers to

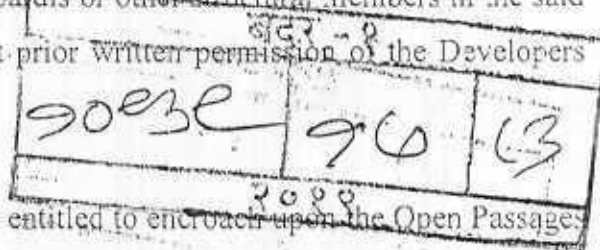
Lubna Khan	Nareesh R Oza	Norman Barsey	Manish Kabra	Nareesh R Oza
				Nareesh R Oza
	JUHU PRARTHANA CHSL		KABRA ESTATE & INVESTMENT CONSULTANT	MEMBER





the Member from the date the possession of the said flat is taken and shall not do or suffer to be done anything in or to the said Flat and the said Building in which the said Flat is situated, its staircases, elevators or any passages, lobbies, etc. which may be against the rules/regulations or bye-laws of concerned local or any other authority or the said Society nor change/alter or make addition in or to the Building in which the said Flat is situated.

- b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to cause damage to the construction or structure of the said Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages to upper floor/s which may damage or likely to cause damage to the staircases, lifts, common passages, lobbies or any other structure of the said Building in which the said Flat is situated including entrances of the said Building in which the said Flat is situated and if any damage is caused on account of negligence or default of the Member or his behalf, the Member shall be solely liable for the consequences of the breach;
- c) Not to demolish or caused to be demolished the said Flat or any part thereof nor at any time make or cause any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside color scheme of the said Building in which the said Flat is situated and to keep the land, sewers, drains, pipes in the said Building or the Flat and appurtenances thereof in good tenable condition and in particular so as to support shelter and protect the other parts of the said Building in which the said Flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or RCC parts or other structural members in the said Building or said Flat without prior written permission of the Developers and/or the Society.
- d) That the Member shall not be entitled to encroach upon the Open Passages in front of the Flat and/or use such passages for storing of any materials/belongings or such other substances or in any manner obstruct



Lubna Khan	Naresh Oza	Naresh Oza	Manish Kabra	Naresh Oza Naresh Oza
	Naresh Oza	Naresh Oza	KABRA ESTATE & INVESTMENT CONSULTANT	MEMBER

the use thereof. Further, the Member shall not encroach upon or cover the areas provided by the Promoter in the form of niche, Flower Bed, Duct, Void Areas approved and sanctioned as per the plans sanctioned by the Corporation and under no circumstances shall carry out any additions, modifications or alterations either or temporary or permanent nature at any given point of time.



21. The Parties hereto acknowledge, declare and confirm that this Agreement read along with all the resolutions, declarations, undertakings, writing etc., executed by the Society and the Member in favour of the Developers and the said Redevelopment Agreement and the Rectification Deed and Undertaking represents the entire Agreement between them regarding the subject matter hereof and supersedes all previous arrangements/undertakings, if any, between the Parties hereto or any of their predecessors and any alterations, additions, modifications or deletion hereto shall not be valid and binding unless the same are reduced to writing and signed by all the Parties hereto.

22. All disputes, differences, claims and questions whatsoever which may arise between the Parties hereto or their respective representatives in any manner touching or relating to or arising out of these presents or any subsequent understandings pertaining to the development or the construction or application thereof or any clauses or things herein contained or in respect of any account, valuation of assets and the duties, responsibilities and obligations of any Party hereunder or as to any act or omission of any Party or as to any other matter in any way relating to these presents or the rights, duties and liabilities of either the Society, this Member or the Developers under these presents shall be first referred to mediation of a sole Mediator to be jointly appointed by both the Society and the Developer. In the event of the mediation not succeeding and fructifying in a settlement agreement within 30 (thirty) days of the Mediator being appointed or in the event the Parties are unable to agree to a sole Mediator within 10 days of the dispute or difference or question arising, then in that event the matter shall be referred to the arbitration of a sole Arbitrator to be jointly appointed by the Society and the Developer. Such arbitration shall be held and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitration proceedings shall be held in Mumbai in the English Language.

Lubna Khan	Nareesh R Oza	Narman Borsay	Manish Kabra	Nareesh R Oza Nareesh R Oza
	Nareesh Oza		KABRA ESTATE & INVESTMENT CONSULTANT	Nareesh Oza MEMBER
	JUHU PRARTHNA CHSL			



Without prejudice to the preceding clause pertaining to Arbitration, it is agreed that and the Courts in Mumbai shall alone have exclusive jurisdiction to try and entertain all disputes arising out of this Agreement including any interim applications under the provisions of the Arbitration and Conciliation Act, 1996

24. The stamp duty and registration charges, if any, payable on this Agreement shall be borne and paid by the Developer ONLY and the Member-1 and Member-2 and the said Society shall not be responsible for the same. The Developer hereby undertakes to bear all the cost and charges for registration of the same. It is hereby agreed between the Parties hereto that on receipt of the IOD, the Developer shall give a notice to all the members to come forward and register the same before the Sub Registrar of Assurances, Bandra, Mumbai. It is hereby further agreed between the Parties hereto that in any case, for any reason, even if this Agreement is not registered before the Sub Registrar of Assurances within the time limit stipulated hereinabove, the terms and conditions of this agreement shall be still valid and binding on all the parties concerned and the Parties shall have an unfettered right to take any action against the Developer for gross violation of any of the terms and conditions of the said Redevelopment Agreement and the said Rectification Deed and the Undertaking. It is hereby further agreed between the Parties hereto that in the event of the member not coming forward to register this Agreement before the Sub Registrar as stipulated hereinafter, on receipt of notice given by the Developer, then, in that event, the Developer shall not be liable for any adverse consequences arising therefrom. It is hereby further agreed that the Developer undertake to indemnify the member and the society and keep indemnified the member and society from any subsequent demands now and/or in future from the Sub Registrar of Assurances/Office of Registrar General and Controller of Stamps for any arrears from them regarding payment of Stamp duty and Registration fees to be paid for the Redevelopment Agreement, Power of Attorney, Rectification Deed, the permanent alternate accommodation agreement and Undertaking.

25. Each Party shall bear its respective Advocates/ Attorneys fees, costs and expenses.

2024-25	
2023	2024

Lubna Khan	Naresh Oza	Manish Kabra	Naresh R Oza
	Naresh R Oza		Naresh R Oza
JUHU PRARTHNA CHSL	KABRA ESTATE & INVESTMENT CONSULTANT		MEMBER

26. All notices and/or intimation under this Agreement shall be in writing and shall be delivered either by hand delivery, registered post or courier services and deemed to be delivered in case of service by hand delivery on the date on which the same has been delivered and acknowledged by the Party on whom it is served and if sent by post within seven days of the same having been posted.

THE SCHEDULE OF THE PROPERTY:


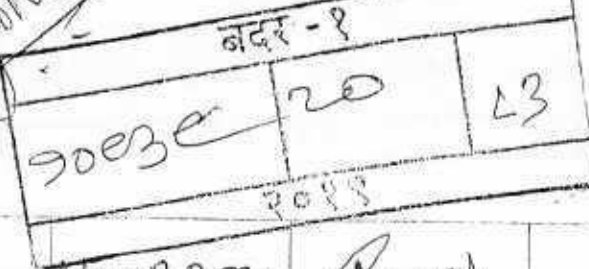
Flat No. 601, on the Sixth Floor admeasuring 2075 sq.ft. carpet area (192.84 sq. mtrs) and two car parking space on the piece and parcel of land or ground situated / lying at JVPD Scheme, Road No.5, Vile Parle (West), Mumbai 400049 bearing Survey No. 195(part), C.T.S. No. 26A of Village Vile Parle (West), within the Registration Sub-District of Vile Parle District Mumbai Suburban, within Greater Mumbai.


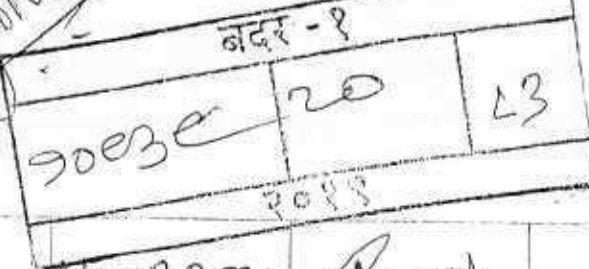
IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the)
within named Developer - M/s. KABRA)
ESTATE & INVESTMENT CONSULTANTS)
by the hands of Mr. [Manish Kabra], its duly)
authorized Designated Partner, who is)
authorized to execute this Agreement)
in the presence of)

FOR KABRA ESTATE & INVEST CONSULTANTS
PARTNERS.



1.  

2.  

Lubna Khan

Naresh Oza

Norman Barsey

Manish Kabra

KABRA ESTATE & INVESTMENT CONSULTANT

Naresh R Oza
Naresh R Oza
Naresh Oza Naresh Oza
MEMBER

JUHU PRARTHANA CHSL

SIGNED AND DELIVERED by the
 within named Society - JUHU PRARTHANA
 Co-operative Housing Society Limited, pursuant
 to a resolution passed at the Special General
 Meeting held on 27/12/10
 by the hands of

1) Mr. Naresh Oza, Hon. Secretary

2) Mrs. Lubna Khan, Hon. Chairperson

3) Mr. N.Y. Barsey, Hon. Treasurer

in the presence of

1. 
 2. 



SIGNED AND DELIVERED by the

withinnamed the Member-1

MR. NARESHKUMAR RATANLAL OZA

in the presence of

1. 
 2. 



Naresh R Oza

SIGNED AND DELIVERED by the

withinnamed the Member-2

MR. NARESHKUMAR RATANLAL OZA

in the presence of

1. 
 2. 



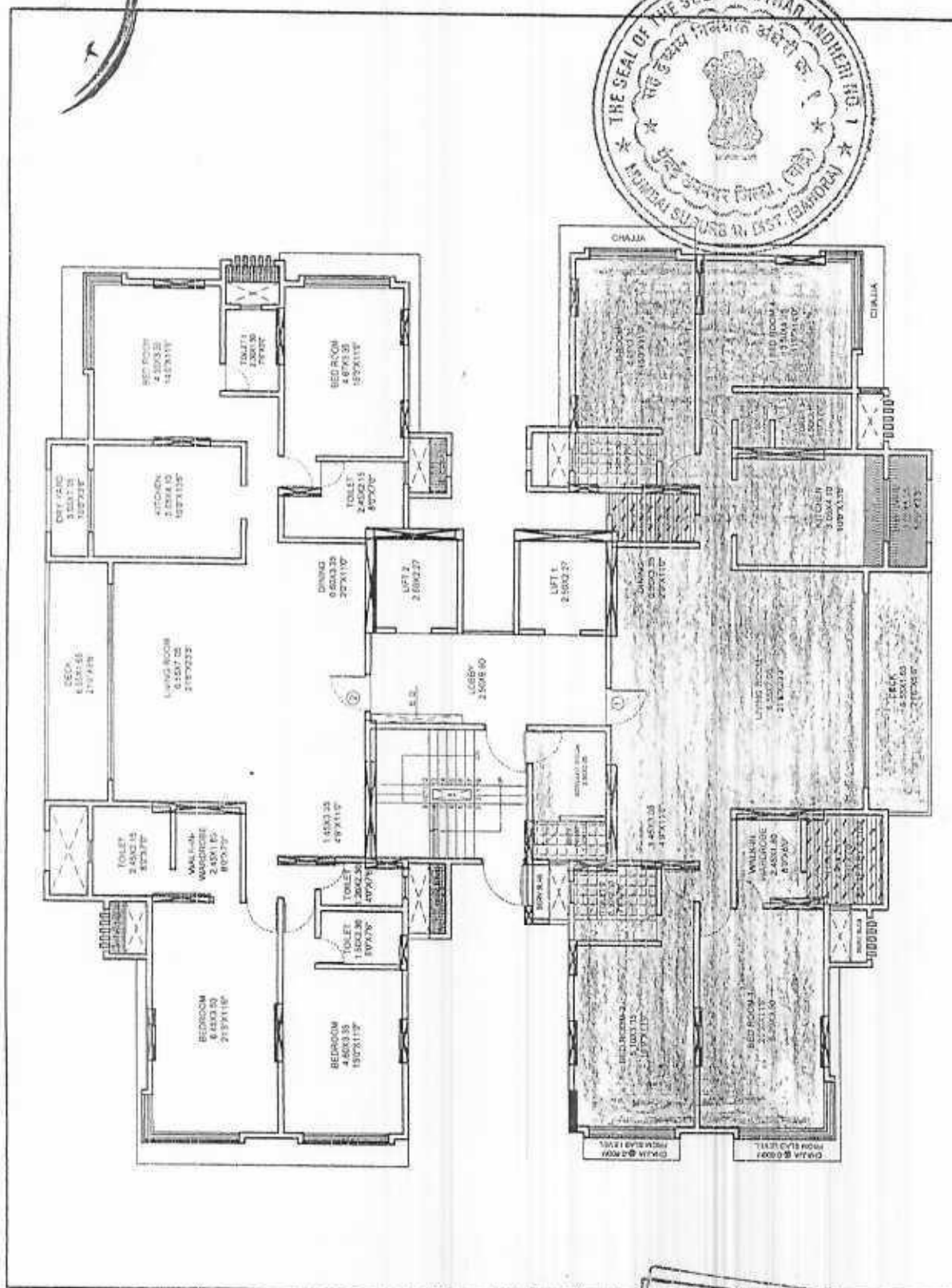
Naresh R Oza

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Lubna Khan	Naresh Oza	Norman Barsey	Manish Kabre	Naresh Oza Naresh Oza
			KABRA ESTATE & INVESTMENT CONSULTANT	MEMBER



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PRARTHANA C.T.S. NO. 26 A, BLDG. NO. 3, H.S.E. ROAD NO. 5, JVPD SCHEME VILL. PARULI, (W.E.S. II) MUMBAI - 400 015	DRAWING TITLE 7TH FLOOR PLAN		PROPOSED RESIDENTIAL PROJECT "JUHU PRARTHANA" AT JUHU FOR KABRAESTATE & INVESTMENT CONSULTANTS <i>Manoj Kumar</i> PARTNER	CLIENT KABRA BUILDERS
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FLAT No. 601, SIXTH FLOOR.

Manoj Kumar
2003-02-23
Manoj Kumar
2003-02-23
13

Manoj Kumar

जिल्हा - मुंबई उपनगर जिल्हा

शासनाला दिलेल्या आज्ञासुद्धा क्वचा भाड्याचा
तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

C-1

तब शेर

पट्टा	बदर - १	सही -
मर्यादा को. आ. एस. सी.		१९९८-९९-२०
पट्टी मर्यादित.		न. न. न. न.
२०३९	२४	८३
२०१४		

मालमत्ता पत्रक

विभाग/मौजे --, बिलेपार्लो(प)

तालुका/न.भु.मा.का. -- न.भु.अ.विलेपार्ली

जिल्हा -- मुंबई उपनगर जिल्हा

सुरत धुजावन	शिफ्ट नंबर	प्लान्ट नंबर	क्षेत्र	धारणाधिकार
क्रमांक / पत्र. पत्र. नं.			चौ.मी.	

शासनाला दिलेल्या आकारणीचा किंवा पाठ्याचा तपशील आणि त्याच्या फेर तपासणीची दिवशी वेळ।

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दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्करण
३०/११/१९९८	मा.जिल्हाधिकारी मुं.उ.जिल्हा यांचे कडील उपविभागीय आदेश क्र.सी./चापां-७/पो.वि.एस.आर.२७९ दि.५-११-९६ चा आदेश, मो.र.नं.६६२/९८ चे मोजणी प्रकरण व मा.न.भू.अ.वि.पा.यांचे कडील दिनांक ३०-११-९८ चे आदेशान्वये न.भू.क्र.२६ चे मि.प.वरील दाखल असलेल्या १०३८.३ चौ.मि.क्षेत्राला उपविभागाचे ७१६.८ चौ.मी. क्षेत्र घणा वारून न.भू.क्र. २६ चे ८२४१.५ चौ.मी. क्षेत्र कायम केले व न.भू.क्र.२६ ला २६अ असा शेज दिला व भाडेपट्टेदार म्हणून दाखल असलेले श्वेतावरी को.ऑ.हो.सो.लि. यांचे नांव कमी केले.तसेच ७९६.८ चौ.मि. क्षेत्राची नवीन मि.प.उपमहून त्यास न.भू.क्र.२६च असा दिला व धारक सदरी मुंबई हौसिंग बोर्ड यांचे नांव दाखल केले व भाडेपट्टेदार म्हणून श्वेतावरी को.ऑ.हो.सो.लि.यांचे नांव ६९१.२ चौ.मि.क्षेत्रावरील दाखल करून सत्ता प्रकार सी-१ असा दिला.			सही - १९९८-११-३० न.भू.अ. विलेपार्ले
१०/०३/१९९९	मा. अधीक्षक भूमि अभिलेख, मुं. उ. मुंबई यांचेकडील दिनांक १०/२/९९ चे पुनर्विलोकन आदेश तसेच मा.न.भू.अ. वि. यांचेकडील न.भू.क्र.वि./विपा(प) प.भू.२/२६च/९९ दि.१०/०३/९९ अन्वये मि.प.वरील ८२४१.५ चौ.मी. क्षेत्र कमी करून कमी करून ८३३७.१ चौ.मी. क्षेत्र दाखल केले			सही - १९९९-०३-१० न.भू.अ., विलेपार्ले
१४/०३/२०००	अर्ज,जबाब भाडे पट्टा सेल डीड सूची क्र.II इण्डेमिटी बॉण्ड व न.भू.अ.विलेपार्ले/यांचे कडील आदेश न.भू.क्र.२६अ प.भू. २/२००० दि.१४-३-२००० अन्वये भाडेपट्टेदार म्हणून नांव दाखल केले.	--	भाडेपट्टेदार ९९ वर्षे कराराने जुहू चंदन को.ऑपरेटिव्ह हाऊसिंग सोसायटी लि. (२०६६.३ चौ.मी.क्षेत्राकरीता)	सही - २०००-०३-१४ न.भू.अ. विलेपार्ले
१७/०१/२००१	मा.अधीक्षक भूमि अभिलेख, मुंबई उपनगर यांचेकडील दिनांक १०-२-९९ चे पुनर्विलोकन आदेशाप्रमाणे दिनांक १०-३-९९ ची नोंद घेताना मिळकत अभिलेख ८३४७.१ चौ.मी. क्षेत्र दाखल करण्याऐवजी ८३३७.१ चौ.मि. क्षेत्र अनावधानाने दाखल केले होते. ते दुरुस्त करून या जबाबालयाने दि.१०-३-९९ चे आदेशात नमूद ८३४७.१ चौ.मी. क्षेत्र दाखल केले			सही - २००१-०१-१७ न.भू.अ. विलेपार्ले
२८/०१/२००३	भाडेपट्टेदार पक्षां क्षेत्र २६१० चौ.मी.	भाडेपट्टा करार सूची क्र II क्र ६४३८/०२ दि.४/१२/०२ क्र.पी.वडू/ ४५८५/९० दि.५/११/९० क्र १२४/०३ दि.७/१/०३ अन्वये	(भाडेपट्टेदार) जुहू विशाल को.ऑप.हाऊसिंग सोसायटी लि. (२६१२.०० चौ.मी क्षेत्राकरीता)	येथे स्थार क्र.२०५ प्रमाणे सही - २८/१/२००३ न.भू.अ.विलेपार्ले

[Handwritten notes and signatures are visible over the printed form.]

सिद्धि जेम्सुकी विलेपाले
मुंबई उपनगर जिल्हा

22/01/13

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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 : P51800000499

Project: *Kabra Prarthna Plot Bearing / CTS / Survey / Final Plot No.: 26A/195 PART a! Andheri, Andheri, Mumbai Suburban, 400049.*

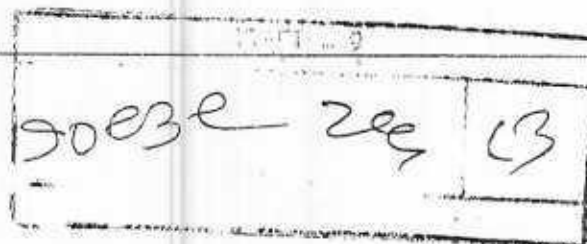
1. Kabra Estate And Investment Consultants having its registered office / principal place of business at Tehsil: *Andheri, District: Mumbai Suburban, Pin: 400049.*
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with 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 *18/07/2017* and ending with *31/12/2018* unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 15 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.
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



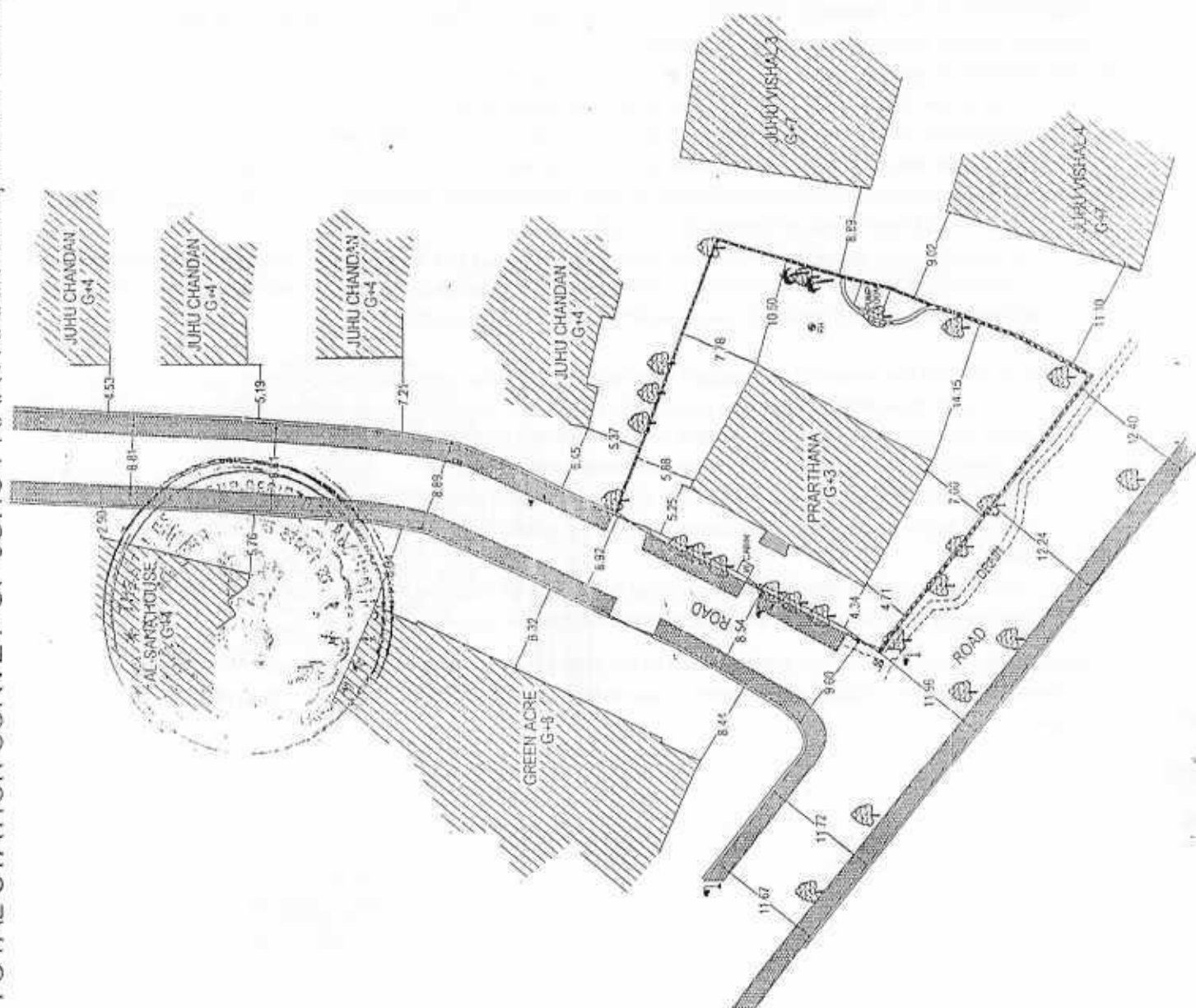
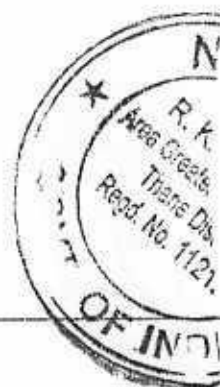
Signature valid
Digitally Signed by
Dr. Vasan Premchand Prabhu
(Secretary, MahaRERA)
Date: 7/13/2017 2:35:28 PM

Dated: 18/07/2017
Place: Mumbai

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



TOTAL STATION SURVEY OF JUHU PRARTHANA CHS, VILE PARLE(W) MUMBAI.



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- (1) 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.
- (2) 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 4.3 JAN 2016 day of 200 , but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time and force.

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

Executive Engineer, Building Proposals,
Zone K Wards

SPECIAL INSTRUCTIONS.

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- (3) Under Bye Law No.8, the Commissioner has fixed the following levels :-
 "Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be -
 "(a) Not less than 2 feet (60 cms) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer then existing or thereafter to be laid in such street."
 "(b) Not less than 2 feet (60 cms) above every portion of the ground within 5 feet (160 cms) of such building."
 "(c) Not less than 92 ft. () meters above Town Hall Datum."
- (4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay the tax on the building is required to give notice of erection of a new building or occupation of building which is vacant, to the Commissioner, within fifteen days of the completion or of the occupation, whichever first occurs. Thus, compliance with this provision is punishable under Section 471 of the Act, irrespective of the fact that the valuation of the premises will be liable to be revised under Section 67 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's department.
- Your attention is further drawn to the provision of Service 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471, if necessary.
- Proposed date of commencement of work should be communicated as per requirements of Section 347(1) of the Bombay Municipal Corporation Act.
- (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.
- (8) Necessary permission for non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The non-agricultural assessment shall be paid at the site that may be fixed by the Collector under the Land Revenue Code and Rules thereunder.

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



14 JAN 2015

CHEWS/1394/K/337

8) That the Registered Agreement with the existing tenant alongwith the list will not be submitted before C.C.

9) That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.

10) That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.

11) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.

12) That the requirements of N.O.C. of (i) Reliance Energy /Tata Power, (ii) P.C.O., (iii) A.A. & C. K/West Ward, (iv) S.P. (v) S.W.D., (vi) H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.

13) That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.

14) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/West Ward] shall not be submitted before applying for C.C.

15) That the true copy of the sanctioned layout/sub-division/amalgamation approved under the terms and conditions thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.

16) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.

17) That the registered undertaking in proscribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.

18) That the requisite premium as intimated will not be paid before applying for C.C.

19) That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.

20) That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe till stable ladder, etc. and requirements as communicated by the Insecticide Officer.

21) That the Phase programme will not be got approved before asking for C.C.

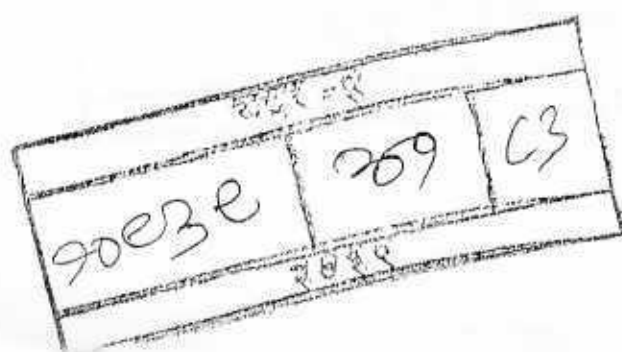


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CHE/WS/ 1304 /K/337 (NEW)



- 22) That the Janata Insurance Policy in the name of site or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 23) That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 24) That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 25) That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 26) That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 27) That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 28) That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CI/5591 of 15.4.1974.
- 29) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.C.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 30) That the programme for removal of the debris shall not be submitted and got approved.
- 31) That the registered undertaking for not misusing the part / pocket terraces and area claimed free of F.S.I. will not be submitted.
- 32) That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted.
- 33) That the registered undertaking for parking layout in the stilt shall not be submitted.
- 34) That the Indemnity Bond for compliance of L.O.D. conditions shall not be submitted.
- 35) That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.



36) That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37[2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-24/2007/UD-11 dt.6/6/2007 shall not be submitted.

That the authorized Pvt. Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O. [K/West Ward].

That the sheet piling along with diaphragm wall shall not be constructed taking all the precautionary measures under the strict supervision of registered Structural Engineer before actual work of basement is taken in hand after issue of C.C.

39) That the RUT shall not be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will be submitted.

40) That the necessary remarks for training of nalla/construction of SWD will not be obtained from Dy. Ch.Eng. (SWD) City and Central Cell before plinth C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building.

41) That the debris removal deposit of Rs. 45,000/- or Rs. 2/- per sq.ft. of the built up area, whichever is less will not be paid before further C.C.

42) That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with.

43) That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted.

44) That remarks / specifications regarding formation level and construction of road from the office of Dy. Chief Engineer [Roads] W.S. shall not be obtained before applying for C.C.

45) That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.5.2011 shall not be paid before asking for C.C.

46) The developer shall not submit the registered undertaking agreeing to comply with & follow all the rules, regulations, circulars, directives related to the safety of construction labors/workers, issued time to time by the department of building & other construction labours, Government of Maharashtra.

47) That the developer will not intimate the prospective buyer and existing tenants regarding concessions availed for deficiency in open space etc. as well as not objecting neighbouring development with deficient open spaces etc. and the clause shall not be incorporated in the agreement so as to make aware prospective buyer/ tenants about deficient open space/manoeuvring spaces.

48) That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out

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of failure of mechanized system /nuisance due to mechanized system to any person shall not be submitted.

- 49) That the R.U.T. shall not be submitted by the developer stating that fungible compensator FSI for rehabilitation component shall not be used for sale component.
- 50) That the NOC from the Registrar of Societies under Section 79A shall not be submitted.
- 51) That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- 52) That the RUT shall not be submitted stating that the difference of payment for additional 33% FSI shall be paid and calculated as per the revision of rates by the Government from time to time as per the condition No.5 mentioned in Notification and circular before requesting for C.C.
- 53) That the RUT shall not be submitted regarding any adverse clarification received from Government of Maharashtra in respect of condition No.7 of Govt. notification No.TPB-4308/776/CR-127/2008/UD-11 dtd. 10.4.2008 and new Govt. notification dtd. 24.10.2011 i.e. regarding consent of society occupants regarding utilization of 0.33 FSI on prorata basis.
- 54) That the letter from owner stating that they will accept the refund of additional 33% FSI premium paid, without claiming any interest thereon, if the development proposal is not rejected by M.C.G.M. shall not be submitted.

That the demarcation of plot boundary carried out by C.S.I.R. and M.R. Plan to that effect shall not be submitted.

56) That the work shall not be carried out between sunrise and sunset.

That the R.U.T. & Indemnity Bond shall not be submitted stating that owner/developer and concerned Lic. Surveyor shall compile and preserve the following documents

- Consent of the residents,
- Consent of the LIC subsequent amendments, OCC, BCC and corresponding canvas mounted plans.
- Copies of Soil Investigation Report.
- RCC details and canvas mounted structural drawings.
- Structural Stability Certificate from Lic. Structural Engineer.
- Structural audit reports.
- All details of repairs carried out in the buildings.
- Supervision certificate issued by Lic. Site Supervisor.
- Building Completion Certificate issued by Lic. Surveyor / Architect.
- NOC and Completion Certificate issued by C.F.O.
- Fire safety audit carried out as per the requirement of C.F.O.

The above documents shall be handed over to the end user/prospective society within a period of 30 days incase of redevelopment of properties and in other cases, within 00 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/ prospective society shall carry out



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

H And K Wards

CHE/WS/1304/K/337 (NEW) Municipal Office, H. K. Parker Marg

Bandra (West), Mumbai-400 050.

necessary repairs/structural audit/fire safety audit, etc. at regular intervals as per requirement of C.F.O. A copy of the sample agreement to be executed with the prospective buyers incorporating the above conditions shall not be submitted to this office.

That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall not be taken and completion certificate to that effect shall not be submitted from the Licensed Structural Engineer.

- 59) That the R.U.T. shall not be submitted by the owner/developer for maintaining the noise levels as per the norms of Pollution Control Board.
- 60) That the R.U.T. shall not be submitted for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.
- 61) That the R.U.T. for handing over of excess parking spaces to M.C.G.M. free of cost in case of full permissible F.S.I./T.D.R. is not consumed in future.

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

- 1) That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth.
- 2) That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
- 3) That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
- 4) That the N.O.C. from A.A. & C. [K/West Ward] shall not be submitted.
- 5) That the plinth stability certificate from R.C.C. consultant shall not be submitted.
- 6) That the work-start notice shall not be submitted.
- 7) That the design of the road crust obtained from the Road Consultant, Office of Engineer [Roads] W.S. to carry out the construction of road up to base level as per design shall not be complied with before asking for C.C. beyond plinth level.
- 8) That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities, utilities for providing connection in this regard & advance connection [not connected] is taken up per the specifications.
- 9) That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.



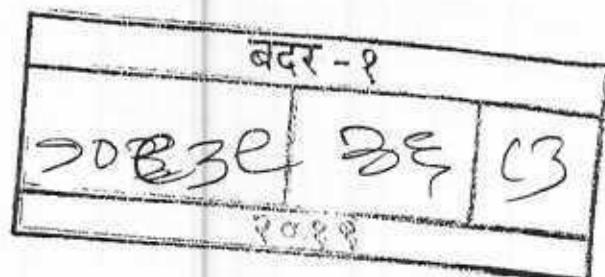
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- C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :-

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- 15) That the necessary arrangement of borewell shall not be made/provided and necessary certificate to that effect from the competent authority shall not be obtained before C.C.
- 16) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 Sq.Mts. as per Govt. notification under Sec.37[2] of M.R.T.P. Act, 1966.
- 17) That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with.
- 18) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 19) That the Drainage Completion Certificate shall not be obtained from Ch.E.(S.P.) & shall not be submitted.
- 20) That the Lift Inspector's completion certificate shall not be submitted.
- 21) That the structural stability certificate shall not be submitted.
- 22) That the Site Supervisor's completion certificate shall not be submitted.
- 23) That the smoke test certificate shall not be submitted.
- 24) That the water proofing certificate shall not be submitted.
- 25) That the N.O.C. from A.A. & C. [K/West Ward] shall not be submitted.
- 26) That the setback area shall not be transferred in the name of M.C.G.M.
- 27) That the final completion certificate from C.F.O. shall not be submitted.
- 28) That the final N.O.C. from MHADA shall not be submitted.
- 29) That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 30) That the construction of road including S.W. Drain and footpath, providing central dividers, lane marking and providing street furniture and obtaining completion certificate from E.E. [Roads] W.S. shall not be submitted before applying for occupancy certificate.
- 31) That the Energy Conservation Systems as stipulated vide circular no. 16/06/2008 shall not be complied with.



CHE/WS/ 1304 /K/337 (NEW)

- 32) That the list of documents required to be scanned and legible scanned image shall not be submitted.
- 33) That the A.M.S.L. of completed work (top of building) shall not be verified and submitted.

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

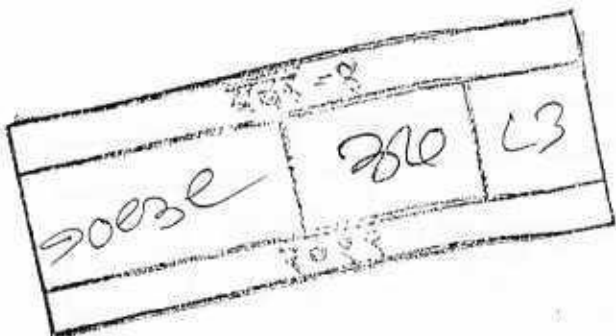
1. That the certificate under Sec.27(i)-A of the B.M.C. Act will not be obtained from H.E.'s department regarding adequacy of water supply.



Ex. Engr. Bldg. Prop. (W.S.) K Ward
Brihan Mumbai Mahanagar Palika



01/09/2018 11:50:00 AM

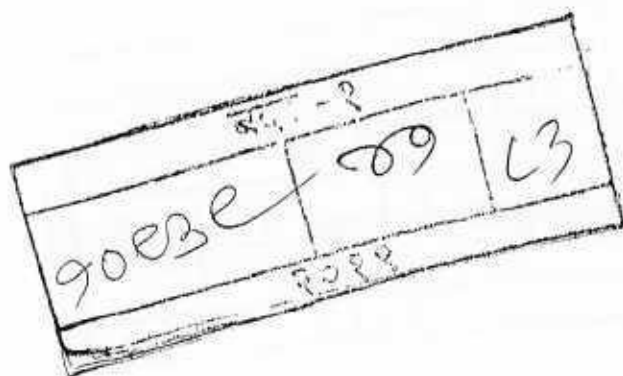


- (1) The work should not be started unless objections from A 1 to A 61 are complied with.
- (2) A certified set of latest approved plans shall be displayed on-site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over and road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume the Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand preps debris etc. should not be deposited over footpaths or public street by the owner/architect/their contractors etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimensions.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road or footpath.
- (12) All the terms and conditions of the approved layout / sub-division under No. _____ of _____ should be adhered to and complied with.
- (13) No Building / Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per 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 asphaltting, 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 by concrete having broken glass pieces at the rate of 125 cubic meters per 10 sq.mts. below plinth level.
- (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 building before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structure proposed to be demolished.



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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/WS/1304/K/337(NEW)

COMMENCEMENT CERTIFICATE

To,
M/s Kabra Estate & Investment Consultants,
701/702, Remi Biz Court, off Veera Desai
Road, Andheri(W), Mumbai-53

Sir,
With reference to your application No. CHE/WS/1304/K/337(NEW) Dated. 12/1/2017 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 12/1/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of plot No. - C.T.S. No. 26A Division / Village / Town Planning Scheme No. VILE PARLE-K/W situated at - Road / Street in K/W 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 lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors,



CHE/WS/1304/K/337(NEW)

Page 1 of 3 on 8/23/2017 6:26:28 PM

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c. The VP & CEO / MHADA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional 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.

VP & CEO / MHADA has appointed Shri. Rajeev C. Sheth / Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This CC is valid up to 14/05/2019

Remarks:



This CC is now endorsed for entire work and further extended up to top of 14th floor i.e for height 52.40m AGL as per approved plans dated 29.06.2018

Sd/-
Executive Engineer/B.P./(GM)/MHADA

Copy submitted in favor of information please.

- ✓ 1] Shri Priyank Bhatt, Architect
- 2] Assistant Commissioner (K/W) Ward
- 3] A.E.W.W.(K/W) Ward
- 4] D.O.(K/W) Ward

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[Signature]
Executive Engineer/B.P./(GM)/MHADA

3/3



महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY

म्हाडा
MHADA



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation
No. TPB4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

PART OCCUPATION CERTIFICATE & BUILDING COMPLETION CERTIFICATE

No.MH/EE/(B.P.)/GM/ MHADA-104/019/2019

DATE- 07 JUN 2019

To,

Shree Manish Kabra of
M/s. Kabra Estate & Investment Consultants.
C.A. to Juhu Prarthana CHSL,
10th floor, Kamla Hub, N.S. Road No. 1,
J.V.P.D. Scheme, Next to Costa Coffee,
Andheri West, Mumbai-400 049.

Sub:- Part O.C.C. for Proposed redevelopment of Bldg No. 5, known as "Juhu Prarthana CHSL" on plot bearing C.T.S. No. 26A (pt.), of village Vile Parle (West), JVPD, Vile Parle West, Mumbai.

Ref:- 1. MCGM/ CHE/WS/1304/K/337(NEW) IOD dt. 20/06/2015.
2. MH/EE/(B.P.)/GM/MHADA-104/019/2018 last Amended IOD dt. 29/06/2018.
3. MH/EE/(B.P.)/GM/MHADA-104/019/2018 latest F.C.C. dt. 23/07/2018.
4. Application Letter for Full OCC from Architect Priyank Bhat dt. 01/03/2019



Dear Applicant,

The full development work of building comprising of Stilt 10.80 mt. height (including 1.50 mt. girder beam & 9.30 mt. height for 06 tier pit-puzzle car parking) + 2 mezzanine floors (for Society office & Fitness centre) within the stilt Height + 1st to 13th upper floors for residential user for Bldg.No. 5, known as "Juhu Prarthana CHSL" on plot bearing C.T.S. No. 26A (pt.), of village Vile Parle (West), JVPD, Vile

Q

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गृहनिर्माण भवन, कलानगर, बान्द्रे (पूर्व), मुंबई ४०० ०५९.
दूरभाषी ६६४० ५०००
फैक्स नं. ०२२-२६५९२०५६

बंदर-१	
Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai-400 051	
Phone : 66405000	
Fax No. : 022-26592053	Website : www.mhda.maharashtra.gov.in
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Parle West, Mumbai, is completed under the supervision of Shri. Priyank Bhat , Architect, Lic. No. CA/2003/30923, Shri. R.D. Deshande, RCC Consultant, Lic. No. BMC/STR/D/64 and Shri. Apurva L. Shah, Site supervisor, Lic. No. Reg. no. S/697/SS-1 ,and as per development completion certificate submitted by L.S. and as per completion certificate issued by Chief Fire Officer. The same may be occupied and completion certificate submitted by you is hereby accepted.

D.A.:- Plan.

Yours Faithfully,


(Rajeev Sheth)

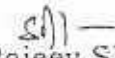
**Executive Engineer/B.P.
Special Planning Authority MHADA**

Copy submitted For information please.

- Copy with plan to:
- 1) Chief Officer / Mumbai Board.
 - 2) Sectary / Juhu prathana CHSL.
 - 3) Asst. Commissioner K/W Ward (MCGM)
 - 4) Architect / Layout Cell (SPA MHADA)
 - 5) A.A. & C. K/W Ward (MCGM)
 - 6) A.E.W.W. K/W Ward (MCGM)
 - 7) Architect. Shri. Priyank Bhat.



For information please.


(Rajeev Sheth)

**Executive Engineer/B.P.
Special Planning Authority MHADA**

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ANNEXURE - I

LIST OF EXISTING MEMBERS

1000 03
2011

SR. NO.	FLAT NO.	NAME OF THE MEMBER	PRESENT CARPET AREA OF (SQ. FT)
<u>GROUND FLOOR</u>			
1	41	SULTAN KHAN	513
2	42	ARTI RAMCHANDANI	513
3	43	NARESH OZA	513
4	44	NARESH OZA	513
<u>FIRST FLOOR</u>			
5	45	N.Y. BARSEY	513
6	46	SHEELA VARMA	513
7	47	KANHAYALAL CHELLANI	513
8	48	SABAH PARKAR	513
<u>SECOND FLOOR</u>			
9	49	SHALINI SONAWANE	513
10	50	HENRY BARSEY	513
11	51	SAJID KHAN / LUBNA KHAN	513
12	52	MAYA CHELLANI	513
<u>THIRD FLOOR</u>			
13	53	D. SIVARAO	513
14	54	GAYATRIDEVI MISHRA	513
15	55	ANUJA OZA	513
16	56	ANUJA OZA	513
<u>FOURTH FLOOR</u>			
17	57	FAYYAZ KHAN	513
18	58	SAJID KHAN / LUBNA KHAN	513
19	59	JAIRAJ SINGH KUNNADI	513
20	60	KULBHUSHAN ANEJA	513
		GINNI ANEJA	513



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R. K. Sathur
Area Greater Mumbai &
Thane Dist.

AND WHEREAS both parties have also concluded, based on the information now available to them to rectify the recording of Recital (o), and Schedule-I of the said Redevelopment Agreement.

AND WHEREAS both parties having agreed to record the above changes decided to rectify through this Rectification Deed and execute these presents :

NOW THIS DEED OF RECTIFICATION DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

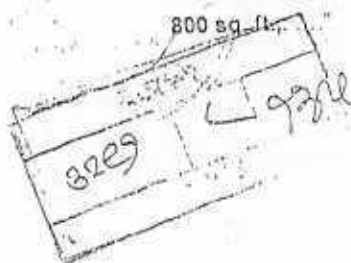
1. The recitals shall form an integral part of this RECTIFICATION DEED.
2. It is agreed that Recital (o) which originally read as :

"AND WHEREAS, the Developer has irrevocably and unconditionally agreed and undertaken to hand/give back absolutely free of costs to the members of the said Society 20 flats, each admeasuring carpet area of 850 sq. ft., together with additional area in the form of flower bed and other elevation features....."

It is hereby clarified that, wherever the area 850 Sq. Feet appears, it should be substituted and rectified and read as "800 Sq. Feet" and the said Redevelopment Agreement, Dated 5th March 2011 stands corrected and substituted as follows :

Recital (p) will now read as ;

AND WHEREAS, the Developer has irrevocably and unconditionally agreed and undertaken to hand/give back absolutely free of costs to the members of the said Society 20 flats, each admeasuring carpet area of 800 sq. ft.



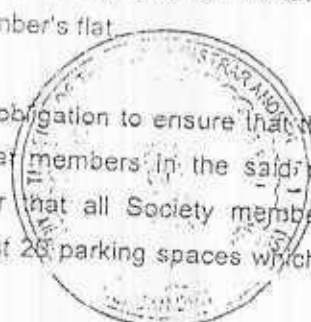
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2011		



and new connections and utilization during the construction of the said new building upto receipt of the Occupation Certificate and any refundable deposits paid accordingly to the MCGM and other authorities, shall belong to and be collected by the Developer from the MCGM and other authorities. This obligation will go on for the Developer and also to Society for any unsold flats.

25. The entire construction of the said new building shall be carried out by the Developer under the supervision of an Architect others of the Developer's choice, the R.C.C. consultant and other professional experts shall also be appointed as and when necessary by the Developer after receipt of the First I.O.D. and the Developer gets total vacant possession of the said Holding in all respects.
26. The Developer shall be entitled to put a name board/s on the Holding immediately after obtaining the I.O.D from the M.C.G.M. till completion of the project with the sale of the last saleable area.
27. The Developer shall be entitled to appoint selling agents for the saleable area of the new building and compensate those agents accordingly.
28. The Developer agrees to permit the society members to exchange their flats so to be given hereunder by the Developer, for a larger flat provided however the said member surrenders his/her flat and pays extra cost for the additional area in the flat to the Developer at a mutually agreeable price. Besides the concerned Society Member shall transfer/surrender the present Share Certificate of the Society Membership to the new flat owner who opts to purchase the said member's flat.
29. The Developer shall be under an obligation to ensure that there is sufficient parking space for all flat members in the said project including their guests and further that all Society members as referred to herein are given at least 25 parking spaces which shall include 50% of stilt parking.



Handwritten signature/initials

Handwritten signature/initials

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24/06/2014

सूची क्र.2

दुष्यम निबंधक : सह दु.नि. अग्रेरी 1

दस्त क्रमांक : 3291/2014

नोदणी :

Regn.63m

गावाचे नाव : 1) विलेपार्ले

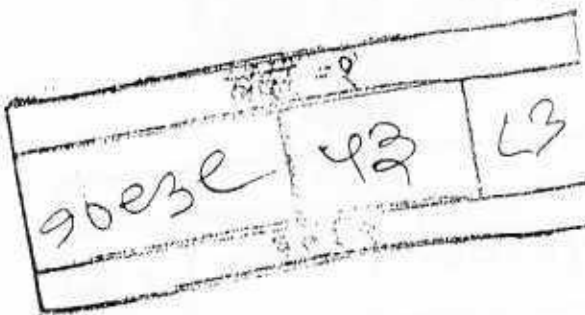
(1) विलेपार्ले प्रकार	65-Correction Desu
(2) मावदला	1
(3) बाजारभाव (भाडेपट्ट्याच्या वावनिपट्टाकार आवागणी देतो की पट्टेदार ते तमुद करवे)	1
(4) भू-मापन, पोटहिसा व घरक्रमांक (अमल्यान)	1) पालिकेचे नाव: मुंबई मनपाइतर वर्णन : इतर माहिती: दस्त क्रमांक बदल 1/2670/2011 मध्ये मीटीएम नं 195 च्या ऐवजी मीटीएम नं 26 ए व प्रत्येक मंथरला मिळणारे नवीन क्षेत्र 800 चौ फूट, असे वाचण्यात यावे (C.T.S. Number : 26A :)
(5) क्षेत्रफल	1) 1050.45 चौ मीटर
(6) आवागणी किंवा जुडो देण्यात असेल तेव्हा.	
(7) दस्तगवज करत देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुजुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- जुहू प्रार्थना को-ऑपरेटिव्ह हाउसिंग सोसायटी लीमिटेड तर्फे चेअर पर्सन युवना खान - वय:-40; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: प्रार्थना एच आई जी स्कीम विल्डींग नं 5, ब्लॉक नं: एन एम रोड नं 5, रोड नं: जुहू स्कीम, ... पिन कोड:-400049 पॅन नं:- AGPPK5531M 2): नाव:- जुहू प्रार्थना को-ऑपरेटिव्ह हाउसिंग सोसायटी लीमिटेड तर्फे मेनेजरी नरेश खान वय:- 50; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: प्रार्थना एच आई जी स्कीम विल्डींग नं 5, ब्लॉक नं: एन एम रोड नं 5, रोड नं: जुहू स्कीम, ... पिन कोड:-400049 पॅन नं:- AAAP00576F 3): नाव:- जुहू प्रार्थना को-ऑपरेटिव्ह हाउसिंग सोसायटी लीमिटेड तर्फे खजिनदार मन बाय - वय:-65; पत्ता:- -, प्रार्थना एच आई जी स्कीम विल्डींग नं 5, एन एम रोड नं 5, जुहू स्कीम, जुहू, Maharashtra, Mumbai, Non-Government. पिन कोड:-400049 पॅन नं:- AAPB3224B
(8) दस्तगवज करत देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुजुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	नाव:- कावरा इग्रेट अँड इनवेस्टमेंट कन्सल्टंट्स तर्फे भागिदार मनीष - नावरा वय:- पत्ता:- प्लॉट नं: -, माळा नं: 2, इमारतीचे नाव: मुस्तफा वील्डींग, ब्लॉक नं: एन एम रोड प्लॉट नं 400, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:- AAFK1999R
(9) दस्तगवज करत दिल्याचा दिनांक	15/04/2014
(10) दस्त नोदणी केल्याचा दिनांक	17/04/2014
(11) अनुक्रमांक, खंड व पृष्ठ	3291/2014
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13) बाजारभावप्रमाणे नोदणी शुल्क	100
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

iSarita v1.3.0



JUHU PRARTHANA CO-OPERATIVE HOUSING SOCIETY LTD.

Regd. No. : Bom / Hsg. / 8011 of 1983

"PRARTHANA"
VIDHYA NIDHI MARG,
J. V. P. D. SCHEME,
MUMBAI - 400 049.

DATE : _____

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN GENERAL BODY MEETING BY THE MEMBERS ON 27TH DECEMBER, 2010

"Resolved that the general body of members of the society appoint and authorize the Chairperson MRS. LUBNA KHAN and member's MR. N.Y. BARSEY and MR. NARESH OZA of the administrative board of JUHU PRARTHANA CO-OPERATIVE HOUSING SOCIETY LTD. to hereon fully represent, act and sign on behalf of the society in and for all matters, before all authorities, government and private especially the validation of documents before the registering authorities pertaining to the demolition and reconstruction of our building by KABRA ESTATE AND INVESTMENT CONSULTANTS by atleast 2 or more members should witness for the same. This was decided unanimously by all the members present. As declared by authorized MHADA officer MR. MANE on 18/12/2010. It has been unanimously resolved to appoint M/s. KABRA ESTATE & INVESTMENT CONSULTANTS as builder / developer for the redevelopment of the building."

Proposed by : Mr. D. Sivarao

Seconded by : Mr. K. Chellani

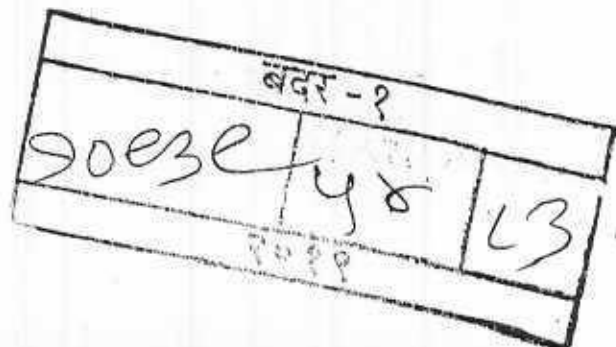
Resolution passed unanimously



Lubna Khan
Chairperson

N.Y. Barsey
Member

Naresh R-039
Member



"PRARTHANA"
VIDHYA NIDHI MARG,
J.V.P.D. SCHEME,
MUMBAI - 400 049.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN SPECIAL
GENERAL BODY MEETING BY MEMBERS HELD ON 21st JUNE, 2016

"Resolved unanimously that the members have agreed for compensation of Rs.5,00,000/- (Rupees Five Lakhs Only) per member in lieu of the Additional FSI granted by MHADA to the Developer i.e. M/s. Kabra Estate & Investment Consultants and in furtherance the members have no objection in the Developer utilizing the said Additional FSI and additional benefits and rights resulting therefrom in the redevelopment project by the Developer at his discretion, after paying compensation to the members as agreed"

"Further resolved that Society hereby relinquish its 50% right over the additional FSI and additional benefits/rights resulting therefrom as contemplated in the clause 38 of the Redevelopment Agreement dated 5th March 2011, subject to realization of aforesaid compensation by each member"

Proposed by : Mr. Duggirala Sivarao

Seconded by : Mr. Narman Barsey

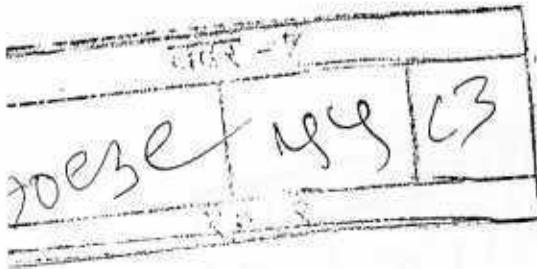
Resolution passed unanimously

For Juhu Prarthana C.H.S. Ltd



Chairman

Naresh R. Oza
Secretary



ANNEXURE 'B'

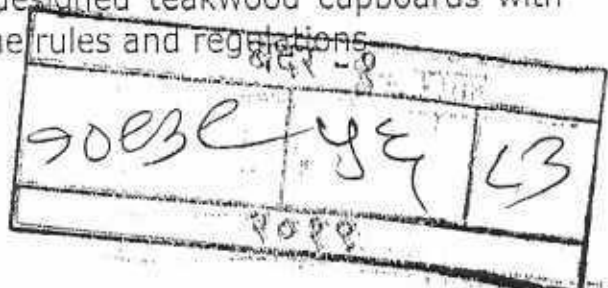
AMENITIES LIST

Entrance Lobby

Beautifully decorated entrance foyer with A/c and seating arrangement, excellent architectural features. Beautifully made name plates will be provided.

Doors & Windows

- Frames for the Main Door, Bedroom doors, Terrace Door and Lift Machine Room will be of first class CP, teak wood. (Size of Frame 125 mm x 75 mm)
- Railing will be of first class CP teak wood (Size 100 mm x 25mm) will be fixed to all the RCC Pordhi of staircase
- Frames of all windows and toilet doors will be of granite. The bottom and both side frame for window shall be double in the form of step
- The main door shutter will be of CP teak wood paneled door in veneer polished with good quality decorative fittings i.e cover moulding, aldrop, handles, tower bolts, night latch of approved brand
- The bedroom door shutter will be compresses flush door with cylindrical lock of approved brand
- The door shutter of toilet will be of heavy aluminium section with anodizing of colour approved by consultant with Bakelite paneling including fittings i.e. handle, aldrop, etc quality approved by consultant
- The aluminium-glazed louvers with anodizing of colour approved by consultant will be provided for toilets windows with arrangement of exhaust window in it.
- The sliding window will be of aluminium in medium section with anodizing of colour approved by consultant will be provided for all windows. Tinted glass of 5mm thickness of shade as approved by Owner/consultant will be fixed to the sliding window.
- All the fittings and fixtures of doors and windows will be of good quality and size of the same must be got approved by the Society
- Meter rooms made shall be on the ground floor and covered with required size and approved designed teakwood cupboards with locking arrangement as per the rules and regulations





ANNEXURE 'B'

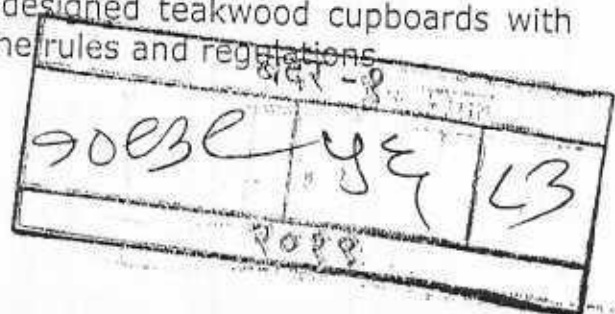
AMENITIES LIST

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- All the fittings and fixtures of doors and windows will be of good quality and size of the same must be got approved by the Society
- Meter rooms made shall be on the ground floor and covered with required size and approved designed teakwood cupboards with locking arrangement as per the rules and regulations



- Steel hinges shall be used in case of doors. Imported bearings shall be used in case of steel aluminium windows
- Safety doors with quality hardware fittings would be provided



Flooring

Digital ceramic tiles will be provided in Living room, Kitchen, Passage, bedroom, Common areas to be finished with vitrified flooring with 3" skirting flush to the wall in proper line and level to the best satisfaction of the Society. The mix for the same shall be CM 1:6

Make : Asian / Euro / RAK / Western

Waterproofing

The terrace, staircase headroom top, machine room top slab and sunk portion of toilet and toilet to be finished with brick bat coba laid to slope with china mosaic tiles.

- One coat of approved chemical coating will be provided and applied on the top slab in the proportion of 1:1.25 (one part of chemical to 1.25 part of cement) etc. complete and as directed. The surface should be leveled and smoothened using thin cement mortar. Old brickbats of varying sizes will be lain in 25mm to 30mm thick cement mortar pad 1:4 in all positions with an average thickness of 125mm in proper slope not less than 25mm in 2 meter. This layer has to be cured and tested for atleast 4 days.

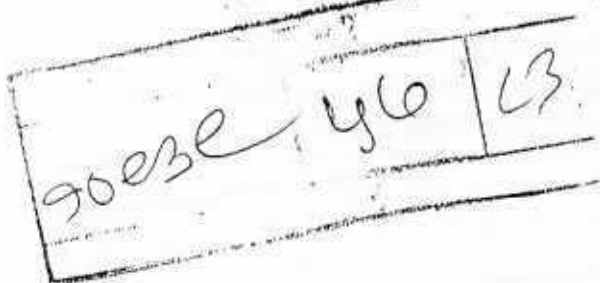


After curing, a layer of 40mm of Indian patent stone 1:3 is to be laid complete with curing and testing. Waterproofing compound of standard make to be added in both layers of mortar bed and IPS. This layer should be cured and tested for atleast 4 days.

The terrace, staircase headroom top and machine room top slab will be provided with china chips layer on IPS finish with bed mortar of S proportion 1:4, etc complete and as directed.

Sanitary Work

Plumbing work and drainage as per plans and as per Municipal requirement and shall be carried out by Licensed Plumber. Water supply and Sanitary Lines providing and fixing PVC drainage pipe of approved make and of CI upto 3.05m height of approved make and GI water supply/looping line of approved make of C class in case of concealed work and B class in case of down take and looping line work inclusive of std. fittings and pipes of approved quality with clamps including clamping, filling the holes with concrete, curing, scaffolding, patchwork plastering on the same, testing etc complete and as



directed. The pipes will be carried above terrace level as vents with cowls as per MCGM rules.

Ceramic Fittings

Providing and fixing soil pan 25" Anglo Indian style of approved make and colour approved by consultant/owner will be fixed in common toilet and European WC with seat cover of approved make and approved colour will be fixed in Master Bedroom toilet with fittings, fixtures as required. One wash basin of approved make and colour approved by consultant will be fixed in each toilet of size 18' x 12'

Toilet Fittings Make : Jaguar / Marc / Crabtree

Flush Tank and Geyser

Providing and fixing one geyser of approved make and colour approved by members will be provided and fixed in each toilet. Flush tank of approved make and colour approved by members will be provided and fixed in each toilet.

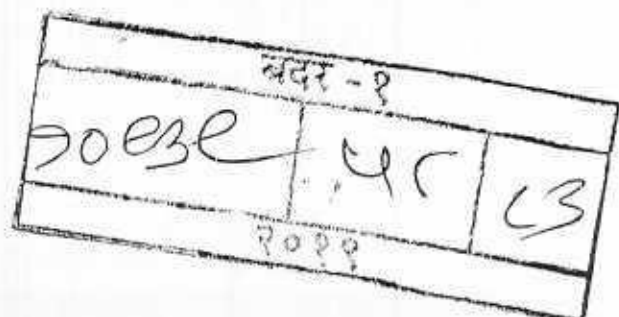
CP Fittings

Cp Brass fittings of approved make will be provided and fixed in following numbers in Bib Cock, Stop Cock, Pillar Cock, Long Body cock, Angle cock, Wall Mixer and all specials.

One Bib Cock in toilet, One pillar cock in each wash basin, One Long body in each kitchen, Three angle cock in each toilet, Three conceal stop cock in each toilet, One wall mixer with bend arm and Shower arrangement in each toilet

Note :

- Two submersible pumps of approved make will be provided and will be fixed in UG Tank
- Appropriate numbers of gully trap/Nahni Trap/P/S Trap will be provided wherever required
- Sewerage lines of size 4" dia will be laid from all down take sanitary lines/gully traps to Inspection. Chambers and of size 6" dia connecting all Inspection Chambers and eventually will be connected to MCGM main drain line.
- Inspection chamber of size 3' x 1 W and of required depth will be constructed with heavy 30 tonne loading concrete cover on top of it.
- Water meter of make approved by consultant shall be supplied and fixed in water meter chamber with locking arrangement
- Drainage to be connected to Municipal drain as per byelaws of Municipal Corporation



n) Exhaust Fans

Exhaust fans will be provided in all the bathrooms and toilets.



Kitchen Platform

Kitchen platform of width 2'-3" finished by granite with stainless steel sink of approved make will be constructed. Minimum length of platform will be 8'0"

General

- Decorative main gate of MS of designed approved by the Society shall be provided.
- M.S. collapsible gate of design approved by consultant will be provided to the entrance of the building.



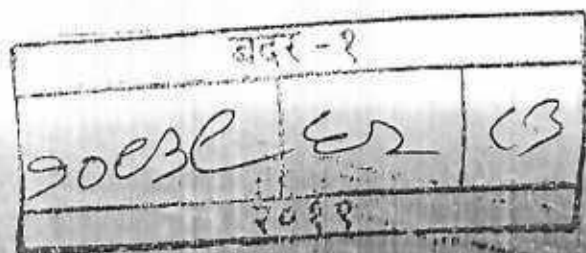
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General

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- M.S. collapsible gate of design approved by consultant will be provided to the entrance of the building.



No. 20

Authorised Share Capital Rs. 50,000 Divided into 1,000 Shares each of Rs. 50/- only
Member's Register No. 420

THIS IS TO CERTIFY that Smt / Smt. SURENDER KUMARI

of [] is the registered Holder of Shares [5]
to [] of Rupees [] fifty each.

in THE JHU PRARTHANA CO-OP. HSG. SOCIETY LTD.
subject to the Bye-laws of the said Society and that upon each of
such Shares the sum of Rupees fifty has been paid.

GIVEN under the Common Seal of the said Society at BOMBAY, this 25th

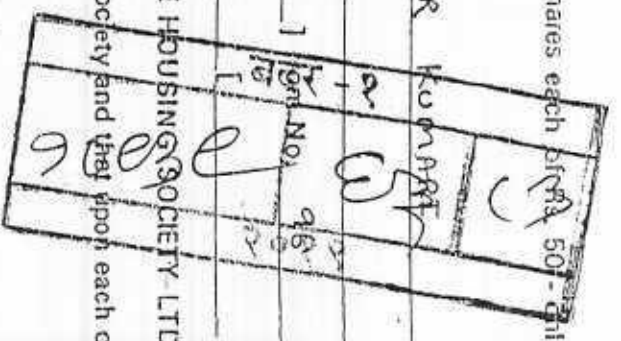
day of FEBRUARY 1984.

Devinder Chairman

H. D. Dadasa Hon. Secretary

[Signature] Member of the Committee

P. T. O.



Attest
K. SINGH

7003^{max}

व.स. १९५८
प्रशासक
(पुस्तक सि. शिदे)

Flat No 43

JUHU PRARTHANA

CO-OPERATIVE HOUSING
SOCIETY LIMITED

(Registered under M. C. S. Act, 1960) (Registration No. Bom/HSG/8011 and Date 1983)

Authorised Share Capital Rs. 50,000 Divided into 1,000 Shares each of Rs. 50/- only

Member's Register No. 4/19

THIS IS TO CERTIFY that Shri/Smt. CHARANJIT CHANANA

of BOMBAY is the Registered Holder of Shares [5] from No. 91

to 95 of Rupees Fifty each.

THE JUHU PRARTHANA CO-OPERATIVE HOUSING SOCIETY LTD.

subject to the Bye-laws of the said Society and that upon each of such Shares the sum of Rupees Fifty has been paid.

GIVEN under the Common Seal of the said Society at BOMBAY this 25th day of FEBRUARY 1984.



[Signature] Chairman

[Signature] Hon. Secretary

[Signature] Member of the Committee

P. T. O.



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Memorandum of the transfers of the within mentioned Shares

Date of Transfer	Transfer No.	Share Regr. No. (Old)	To Whom transferred	Share Regr. No. (New)
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0950714

इतर फीची अनुसूची

१. जादा बोंदणी फी अनुच्छेद सतत वित्त अठरा जन्वये.
२. मन्नात फी.
३. फाईल करण्याची फी.

अनुच्छेद सकरा जन्वये.



९. मोहोरबंद पाकिट वरत मागे घेणे.

१०. अडत.

११. परिचारिका किंवा स्त्री परिचाराची सेवा.

१२. न्युन आकारित फीची वसुली.

१३. जड संग्रहाच्या वस्तूच्या विक्रीचे उत्पन्न.

१४. विलेख इ. चा नकला पाठविण्यापा टासल खर्च.

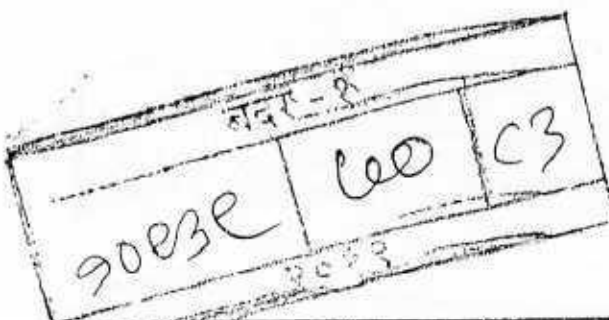
१५. प्रवास खर्च.

१६. भत्ता.

दुय्यम निबंधक

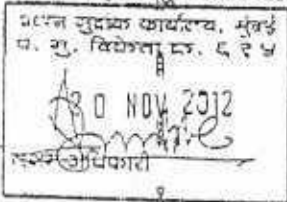
दस्तावेज वरत केला.

का.गु. ५०,००० रु. (१०० भाग) - २:२०१२-वीए ४ - (१९)३२९





महाराष्ट्र MAHARASHTRA



SHRI L. S. BAMBLE

दि. महाराष्ट्र न्यायिक कार्यालय, मुंबई
को. आ. वि. विभाग, म. ६२५
एन. नं. २२०
महाराष्ट्र न्यायिक कार्यालय, मुंबई
महाराष्ट्र न्यायिक कार्यालय, मुंबई
महाराष्ट्र न्यायिक कार्यालय, मुंबई
महाराष्ट्र न्यायिक कार्यालय, मुंबई

E 8 JAN 2013

N 711315

Andheri (W)
ML

Manish K. Kabra

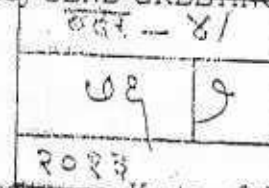


SPECIFIC POWER OF ATTORNEY

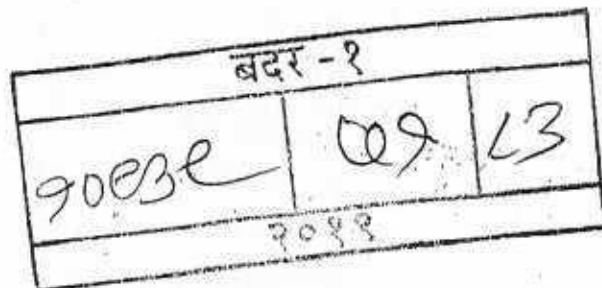
TO ALL TO WHOM THESE PRESENTS SHALL COME, I,
MR. MANISH KAMALKISHORE KABRA of Mumbai, Indian Inhabitants
residing at 502, Vijay Apartments, 5th Floor, C.D. Barfiwala Marg, Juhu
Lane, Andheri (W), Mumbai 400 056 and do hereby ~~SEND GREETINGS:~~

WHEREAS:

1. I do the activity on my individual capacity, as Karta of HUF,
Partners, Director and Proprietor of the Firm.



BD



[Handwritten mark]

IN WITNESS WHEREOF I, have hereunto set and subscribed my hands
at Mumbai, on this 11th day of January, 2013

SIGNED AND DELIVERED by the withinnamed)
MR. MANISH KAMAL KISHORE KABRA



Left Thumb Impression

[Handwritten Signature]

Signature



in the presence of _____

Witness:

1) *[Handwritten Signature]* 2) *[Handwritten Signature]*



ACCEPTANCE - CUM - CONFIRMATION

I, MR. SUDHIR SHEKAR SHETTY, the attorney above named do hereby
severally accept to act as duly constituted attorney of the Executant
above named as per this Power Of Attorney being executed. My specimen
signatures are made hereunder in confirmation of the same.



SIGNED AND DELIVERED by the withinnamed)
MR. SUDHIR SHEKAR SHETTY



Left Thumb Impression

[Handwritten Signature]

Signature



in the presence of _____

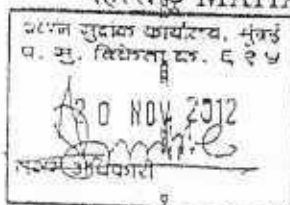
Witness 1	
<i>[Handwritten Signature]</i>	<i>[Handwritten Signature]</i>
2013	

Witness 2	
<i>[Handwritten Signature]</i>	<i>[Handwritten Signature]</i>
2013	

2) _____



महाराष्ट्र MAHARASHTRA



SHRI L. S. BAMBLE

दि. महाराष्ट्र गैर न्यायिक अधिकारी
को. ३४९९, अंधेरी, मुंबई ४०० ०३५
पुन. १९९९/२०००
प्रमाणित २०१३
पा. २०१३
सं. २०१३
या. २०१३
वि. २०१३

८ JAN 2013

Manish K. Kabra

N 711315

Andheri (W)
2013

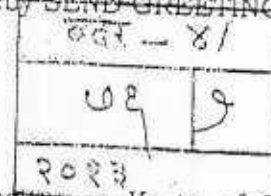


SPECIFIC POWER OF ATTORNEY

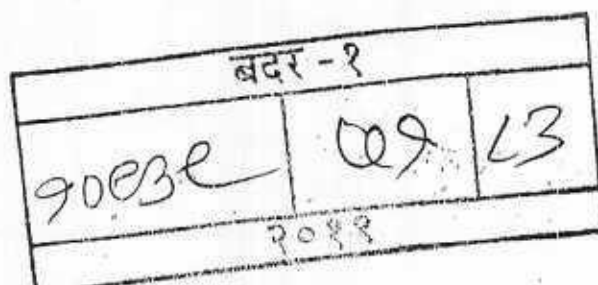
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MR. MANISH KAMALKISHORE KABRA of Mumbai, Indian Inhabitants
residing at 502, Vijay Apartments, 5th Floor, C.D. Barfiwala Marg, Juhu
Lane, Andheri (W), Mumbai 400 056 and do hereby **SEND GREETINGS:**

WHEREAS :

1. I do the activity on my individual capacity, as Karta of HUF,
Partners, Director and Proprietor of the Firm.



१० १३



B. B. 1

दि. मद्रास नगरपालिका २००८ सालको अधिनस्थ
को. २००८, २००९, २०१०, २०११, २०१२, २०१३

२२० २८ JAN 2013

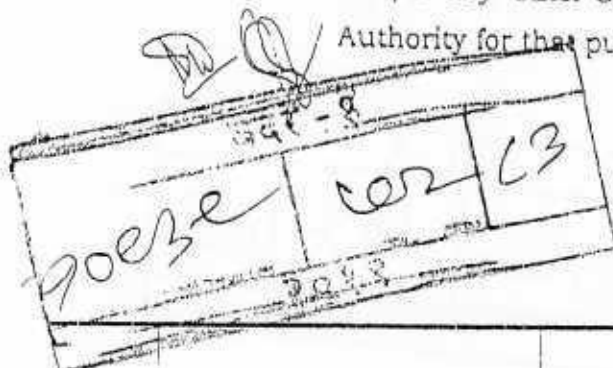
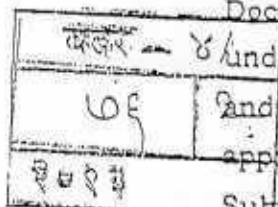
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२२० २८ JAN 2013
२२० २८ JAN 2013
२२० २८ JAN 2013
२२० २८ JAN 2013

मद्रास नगरपालिका
सामान्य जमातमा माते

2. I am also in the construction business, jointly and severally
Acquiring, Transferring, Selling, Developing, Re-developing, giving
on Dease, Leave & License basis, making joint ventures of the
immovable property/properties, in the partnership firm, Limited
Liability Partnership Firm, Pvt. Co., Ltd Co. etc.

I jointly and severally sign and execute deeds, documents,
instruments and writings including Agreements for Sale,
Conveyances, Alternate Accommodation Agreement, Indenture,
Agreements to Assign, Sale Deeds, Rectification Deeds, Gift Deeds,
Release Deeds, Lease Deeds, Leave and License Agreements,
Declarations, Indemnity Bond, Transfer documents including
agreements with tenants, Tenancy Transfer Agreements, Tenancy
Creation Agreements, Surrender of Tenancy, Affidavits,
Undertakings, etc, (hereinafter referred to as "the Said
Documents"), have the same or any one or more of them registered

under the provisions of the applicable laws, and to appear before
and present to and lodge with the Sub-Registrar of Assurances
appointed under The Registration Act 1908 at Mumbai, Mumbai
Suburban District, Maharashtra and/or other places in India
and/or any other Officer or officers or any Appropriate Registering
Authority for that purpose and admit my execution thereof;



4. I am personally unable to attend before the Sub-Registrar and admit execution of such several documents so I am desirous to appoint some fit and proper person/s to represent me for the purposes hereinafter set forth.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that I MR. MANISH KAMALKISHORE KABRA, as a Karta of HUF, proprietorship capacity, director capacity, individual capacity, partnership capacity, do hereby jointly and individually nominate, constitute and appoint MR. SUDHIR SHEKAR SHETTY residing at C-401, Sterling Court, Maheshwari Nagar, Marol MIDC, Orkay Mill Lane, Andheri (E), Mumbai 400093, adult of Mumbai, Indian Inhabitant to be my true and lawful Attorney in my name and on my behalf to do execute and perform all or any of the following acts, deeds, matters and things as mentioned hereinafter:-

1. To appear before the Sub Registrar, the Registrar or any other Officer or officers or any Appropriate Authority and to present and lodge for registration and admit, execution for on my behalf, the aforesaid documents or any of them of any nature whatsoever executed by me or the hereafter executed by me.
2. To do all other acts, deeds, matters and things as may be from time to time required under the provisions of the Indian Registration Act, 1908 and/or any other law for the time being in force which may be required or necessary for the due registration of the said Documents and to expedite and to complete the registration thereof in all respects on my/our behalf.

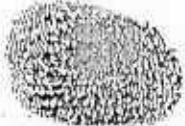
AND GENERALLY TO DO ALL other acts, matters and things as may from time to time be required, in compliance with the law or which the Attorneys consider expedient for effectively carrying out and exercising the powers and authorities hereinabove granted and conferred.

I hereby agree to ratify and confirm all and whatever my said Attorney shall do or cause to be done by virtue of these presents.

बदर - १	
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IN WITNESS WHEREOF I, have hereunto set and subscribed my hands
at Mumbai on this 11th day of January, 2013

SIGNED AND DELIVERED by the withinnamed)
MR. MANISH KAMAL KISHORE KABRA



Left Thumb Impression

Signature



in the presence of _____

Witness:

1) [Signature] 2) [Signature]



ACCEPTANCE - CUM - CONFIRMATION

I, MR. SUDHIR SHEKAR SHETTY, the attorney above named do hereby
severally accept to act as duly constituted attorney of the Executant
above named as per this Power Of Attorney being executed. My specimen
signatures are made hereunder in confirmation of the same.



SIGNED AND DELIVERED by the withinnamed)
MR. SUDHIR SHEKAR SHETTY



Left Thumb Impression

Signature



in the presence of _____

Witness	
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2) _____

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KADDA KAMALKISHORE ASHARAH

KAHRA LALITA KAMALKISHORE

KADRA REENA MANISH

502, VIJAY APTS, 5TH FLR,

JUNO LANE, ANDREIL WEST.

MONDAY - 400 055 ms

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आय. लेखा नम्बर / PERMANENT ACCOUNT NUMBER

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MANISH KAMAL KABRA

FIRST AND MIDDLE, FATHER'S NAME

KAMAL KISHORE KABRA

जन्म तिथि / DATE OF BIRTH

20-07-1965

FTS/MS SIGNATURE

Handwritten signature


24/07/2024

~~UNITED STATES DEPARTMENT OF THE TREASURY~~
~~OFFICE OF INCOME TAX SERVICES~~

90032 64 43

2092

8875988


SHETTY
SUDHIR SHEKAR
MUMBAI MAHARASHTRA
MUMBAI
23/08/2011
22/08/2021



Sd/-

SHEETY SHEKAR SANKAPPA
SHEETY AMBA SHEKAR
SHEETY NAMITA SUDHIR
C-401, STERLING COURT,
MAHESHWAR NAGAR, MAROL, MIDC,
ANDHERI (E), MUMBAI 400093.



28/05/2002
MUMBAI
OLD PPT CLO & RETURNED

PERMANENT ACCOUNT NUMBER
ALEP8362P
NAME
SUDHIR SHEKAR SHETTY
FATHER'S NAME
SHEKAR SANKAPPA SHETTY
DATE OF BIRTH
10-06-1975



Sd/-

STAMP SIGNATURE
SIGNATURE (DRIVER)

बदल - ४/१
७६
२०१३

OL No. MH03 201001875
Valid till 18-07-2024 (INT)
AUTHORISATION TO DRIVE VEHICLE IN THE CLASS
OF VEHICLES INDICATED HEREIN
COVA 20
LMD-TR 15-01-2018
NICMG 15-01-2018
DOB 18-07-1975



NAME: PRANOD P. MHATRE
SIGNATURE: PRANOD P. MHATRE
ADDRESS: A/2, V. MHATRE CHAWL, ROOM NO. 12,
SHEKAR GADH, SHEKAR TALEPHANDUL, SURVAY, P.W.,
MUMBAI.
PIN: 400045
Signature & ID of
Issuing Authority: MH03 201001875

Signature/Thumb
impression of holder

बदल - २
७०३३
२०१३



बदर ४/ ५९ /२०१३

मुखत्यारनामा लिहून घेणा-वाची सही,
फोटो व अंगठा

Handwritten signature

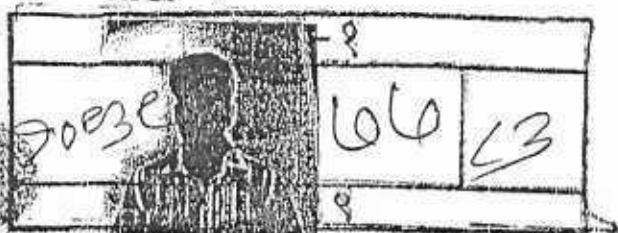
[illegible]

सह. दुष्यम निरंघक भंवेरी-२
साक्षीदारांची सही, फोटो व अंगठा ^{सह} उपनगर जिल्हा.

8) Skarabb



7) phat



पाने असून पान क्र.

चरखाडाखोडी जिल्हा /

सह. दुय्यम निर्वाचक, अंपेरी
सह. दुय्यम निर्वाचक, अधरी
सह. उपनगर बिन्दा.

बदर ४/ ५६ /२०१३

मुख्तयारनामा लिहून घेणा-याची सही,
फोटो व अंगठा

Chin



 प. वि. निदेशक मंडल
 मुंबई उपनगर, १९८१.





गार. १५५५ विवेकक संवैरी-२
 पेश उपनगर बिल्डिंग

[illegible]

सह. दुय्यम निर्वहक भंवेरी-६
साक्षीदारांची सही, फोटो व अंगठे उपनगर जिल्हा.

2) Barabb

2) phatve

પાને અસુન પાન ક્ર.

वरखाडाखोडी अक्षेत्र /

वरखाडाखाडी
सह. दुय्यम निबंधक, अंश २
सह. दुय्यम निबंधक, अंश २
अंश २ उपनगर जिल्हा.



घोषणापत्र

मी सुप्रिड शेखर शेठे याद्वारे घोषित करतो की, दुय्यम
निबंधक अंघोरी-१ यांच्या कार्यालयात पयारी लागेचा करार या शिर्षकाचा वस्त

नोंदणीसाठी सादर करण्यात आला आहे. मन्निष काब्र व इ. यांनी

दि. २२/१/१३ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस

नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून

देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही

नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे

कुलमुखत्यारपत्र कोणते वेध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे

आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये निलेस मी पात्र राहीन याची मला




दिनांक : ०७/१०/२०१८

कुलमुखत्यारपत्रधारकाचा नाव
व सही






	<p>Driving License MH-02-2007-4388 Date of issue: 27/01/10 Name of the License Holder: <u>Rajendra Ramesh Temkar</u> Saw/daughter of: <u>...</u> Residence: <u>...</u></p>
---	--

	<p>DLR 16-01-2010 AUTHORIZATION TO DRIVE ALL VEHICLES CITY: DCM LMV-7E 23-04-1987 DOB: 19-01-1977 BG Name: YOGESH MORE S/O: CHANDRAKANT MORE ADD: RAUT CHL, MAN, REKAR WADI, N'S PHADKE MARG, ANDHERI EAST MUMBAI PIN: 400009 Signature & ID of Issuing Authority: MH02 2010487</p>
---	---



	<p>राजेंद्र रमेश टेमकार Rajendra Ramesh Temkar जन्म वर्ष/YoB: 1982 पुरुष / Male 7431 4388 1998</p>	<p>पत्ता: S/O: रमेश टेमकार कोठारे, कोठारे, रत्नागिरी महाराष्ट्र, 415712</p> <p>Address: S/O: Ramesh Temkar Kothare, Kothare, Ratnagiri Maharashtra, 415712</p>
---	--	--

- सामान्य माणसाचा अधिकार

Aadhaar - Aam Aadmi ka Adhikar

बदर - १		
१०८३६८०९	८३	
२०१९		



संस्थानाधिकार



07/10/2019 11 58:18 AM

दस्त गोषवारा भाग-2

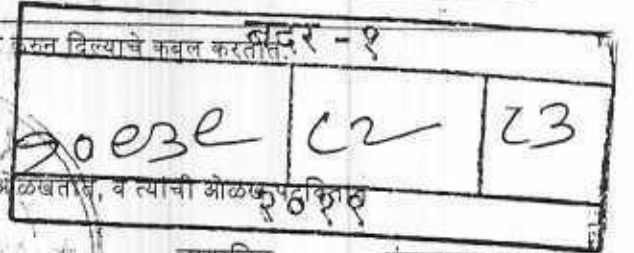
वदर1

दस्त क्रमांक:10939/2019

दस्त क्रमांक :वदर1/10939/2019

दस्ताचा प्रकार :-पर्यायी जागेचा करार

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:नरेशकुमार रतनलाल ओझा-मेंबर 1 पत्ता:42, तळ मजला, जुहू प्रार्थना को-ऑप.ही.सो.ली, विले पार्ले पश्चिम,मुंबई, एन.एस.रोड नं.५,जेव्हीपीडी स्कीम, जुहू, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AAAPO0576F	लिहून घेणार वय :-56 स्वाक्षरी:- <i>Narresh R 089</i>		
2	नाव:नरेशकुमार रतनलाल ओझा-मेंबर 2 पत्ता:प्लॉट नं: 44, माळा नं: तळ मजला, इमारतीचे नाव: जुहू प्रार्थना को-ऑप.ही.सो.ली, ब्लॉक नं: विले पार्ले पश्चिम,मुंबई, रोड नं: एन.एस.रोड नं.५,जेव्हीपीडी स्कीम, महाराष्ट्र, मुंबई. पॅन नंबर:AAAPO0576F	लिहून घेणार वय :-56 स्वाक्षरी:- <i>Narresh R 089</i>		
3	नाव:मेसर्स काबरा इस्टेट अँड इनवेस्टमेंट कन्सल्टंट्स चे भागीदार मनीष कमलकिशोर काबरा यांच्या तर्फे मुखत्यार सुधीर शेखर शेटी पत्ता:प्लॉट नं: ऑफिस, माळा नं: 10 वा मजला, इमारतीचे नाव: कमला हब, ब्लॉक नं: विलेपार्ले पश्चिम,मुंबई, रोड नं: जे.व्ही.पी.डी.स्किम, एन.एस.रोड नं.1, महाराष्ट्र, मुंबई. पॅन नंबर:AAFFK1999R	लिहून घेणार वय :-43 स्वाक्षरी:- <i>[Signature]</i>		
4	नाव:जुहू प्रार्थना को ऑप ही सो लि चे सेक्रेटरी नरेश ओझा - मान्यता देणार पत्ता:प्लॉट नं: ऑफिस बिल्डिंग नं.5, माळा नं: -, इमारतीचे नाव: जुहू प्रार्थना को ऑप ही सो लि, ब्लॉक नं: विले पार्ले पश्चिम,मुंबई, रोड नं: एन एस रोड क्र. ५, जेव्हीपीडी स्किम, महाराष्ट्र, मुंबई. पॅन नंबर:AAAPO0576F	मान्यता देणार वय :-56 स्वाक्षरी:- <i>Narresh R 089</i>		
5	नाव:जुहू प्रार्थना को ऑप ही सोसा लि चे खजिनदार एन. वाय. बारसे - मान्यता देणार पत्ता:प्लॉट नं: ऑफिस बिल्डिंग नं.5, माळा नं: -, इमारतीचे नाव: जुहू प्रार्थना को ऑप ही सो लि, ब्लॉक नं: विले पार्ले पश्चिम,मुंबई, रोड नं: एन एस रोड क्र. ५, जेव्हीपीडी स्किम, महाराष्ट्र, मुंबई. पॅन नंबर:AAAPB3224B	मान्यता देणार वय :-71 स्वाक्षरी:- <i>[Signature]</i>		

वदर - १
07/10/2019 11:51:43 AMपत्ता:सप्रे बंगला, हनुमान रोड, विलेपार्ले पूर्व, मुंबई
पिन कोड:400057

- 2 नाव:रोहित - कांबळे
वय:42
पत्ता:सप्रे बंगला, हनुमान रोड, विलेपार्ले पूर्व, मुंबई
पिन कोड:400057



सह. दुय्यम निबंधक, अंधेरी क. २.

EPayment Details.

sr.	Epagement Number
1	0410201910728
2	MH006350106201920M

Defacement Number
0410201910728D
0003670326201920

10939 /2019

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बंदर - १		
90232	L3	L3
२०१९		



प्रमाणित करणेत येते की, या
दस्तावेज एकूण... १३ पत्रे आहेत.
पुस्तक क्र. १/बंदर-१/९०२३२ १२०१९
वर बोंदला, दिनांक... ००७ २०१९

सह. दुय्यम निबंधक, अंधेरी क. २,
मुंबई उपनगर जिल्हा

322/10939

समयांक: 07 ऑक्टोबर 2019 11:55

दस्त गोश्वारा भाग-1

बदर 1

दस्त क्रमांक: 10939/2019

समयांक: बदर 1 /10939/2019

बाजार मूल्य: रु. 2,09,24,500/- मोददला: रु. 1,60,00,000/-

भरलेले मुद्रांक शुल्क: रु. 12,56,000/-

दु. नि. सह: दु. नि. बदर 1 यांचे कार्यालयात

अ. क्र. 10939 वर दि. 07-10-2019

रोजी 11:47 म.पू. वा. हजर केला.

पावती: 12337

पावती दिनांक: 07/10/2019

सादरकरणाचा नाव: नरेशकुमार रतनलाल ओझा-मॅम्बर 1

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1720.00

पृष्ठांची संख्या: 86

एकुण: 31720.00

Narish R Oza

दस्त हजर करणाऱ्याची सही:

सह. दुय्यम निबंधक, अंधेरी क्र. १

सह. दुय्यम निबंधक, अंधेरी क्र. १

दस्ताचा प्रकार: पर्यायी जागेचा करार

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

शिक्का क्र. 1 07 / 10 / 2019 11 : 47 : 59 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 07 / 10 / 2019 11 : 49 : 43 AM ची वेळ: (फी)

बदर - १

9003e	49	13
२०१९		



CERTIFIED TRUE COPY

R. K. Singh
(Advocate & Notary Govt. of India)
Greater Mumbai & Thane District
Regd. No. 11212

23-10-19

