

514/4658
Monday, July 06, 2020
1:28 PM

पावती

Original/Duplicate
नोंदणी क्र.: 39M
Regn.: 39M

पावती क्र.: 5012 दिनांक: 06/07/2020

गावाचे नाव: आंबिवली
दस्तावेजाचा अनुक्रमांक: बंदर18-4658-2020
दस्तावेजाचा प्रकार: घोषणापत्र
सादर करणाऱ्याचे नाव: ए. एच. कंस्ट्रक्शन तर्फे भागीदार जमील अहमद तर्फे कु मु विजय रहेजा यांच्या
तर्फे कु मु सरोज अगरवाल

नोंदणी फी रु. 100.00
दस्त हाताळणी फी रु. 2400.00
पृष्ठांची संख्या: 120

एकूण: रु. 2500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
1:48 PM ह्या वेळेस मिळेल.

Joint S/B. Andheri-7

बाजार मूल्य: रु. 1/-
मोबदला रु. 0/-
भरलेले मुद्रांक शुल्क : रु. 500/-

श्री. दुष्यम शिबंदक, अंत्रेरी क्र. ७
मुंबई उपनगर-मिळवा

- 1) देयकाचा प्रकार: DHC रक्कम: रु. 400/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 3006202004312 दिनांक: 06/07/2020
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001794192202021E दिनांक: 06/07/2020
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: DHC रक्कम: रु. 2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 3006202004208 दिनांक: 06/07/2020
बँकेचे नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON.....

07/07/2020



06/07/2020

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 7

दस्त क्रमांक : 4658/2020

नोंदणी :

Regn.63m

गावाचे नाव : आंबिवली

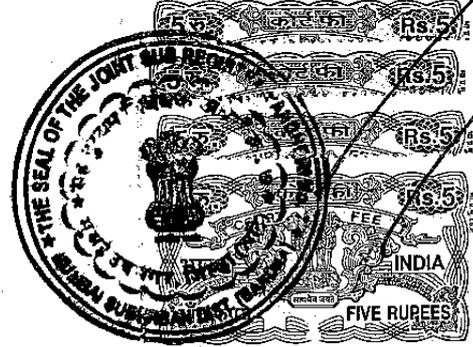
(1) विलेखाचा प्रकार	घोषणापत्र
(2) मोबदला	0
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्ट्याकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: Mumbai Ma.na.pa. इतर वर्णन : , इतर माहिती: जमिन व त्यावरील बांधकाम (बांधकामाचे क्षेत्रफळ - 5079.58 चौ. मी. बांधीव), इमारतीचे नाव - द गेटवे, सर्व्हे क्र. 11, हिस्सा क्र. 6, सी टी. एस. क्र. 628, 628 / 1 ते 628 / 99, मोजे - आंबिवली, तालुका - अंधेरी, सिजर रोड, अंधेरी पश्चिम, मुंबई - 400058. महाराष्ट्र अपार्टमेंट ओनरशिप ॲक्ट चे कलम 2 खालील घोषणापत्र ((C.T.S. Number : 628 ;))
(5) क्षेत्रफळ	1) 3873.7 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तावेज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-ए. एच. केंद्रवशन तर्फे भागीदार जमील अहमद तर्फे कु मु विजय रहेजा यांच्या तर्फे कु मु सरोज अगरवाल वय:-44; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: रहेजा चेंबर्स, ब्लॉक नं: सांताक्रुझ पश्चिम, मुंबई - 400054, रोड नं: लिंकिंग रोड आणि मेन अवेन्यू, महाराष्ट्र, MUMBAI. पिन कोड:-400054 पॅन नं:- 2): नाव:-कुनुर बिल्डर्स प्रा. लि. तर्फे संचालक विजय बी. रहेजा तर्फे मुखत्यार सरोज अगरवाल वय:-44; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: रहेजा चेंबर्स, ब्लॉक नं: सांताक्रुझ पश्चिम, मुंबई - 400054, रोड नं: लिंकिंग रोड आणि मेन अवेन्यू, महाराष्ट्र, MUMBAI. पिन कोड:-400054 पॅन नं:-AAECC5103D
(8) दस्तावेज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	
(9) दस्तावेज करून दिल्याचा दिनांक	06/07/2020
(10) दस्त नोंदणी केल्याचा दिनांक	06/07/2020
(11) अनुक्रमांक, खंड व पृष्ठ	4658/2020
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

Affidavit



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	CONOOR BUILDERS PVT LTD	eChallan	02300042020063084098	MH001794192202021E	500.00	SD	0000853666202021	06/07/2020
2		DHC		3006202004312	400	RF	3006202004312D	06/07/2020
3	CONOOR BUILDERS PVT LTD	eChallan		MH001794192202021E	100	RF	0000853666202021	06/07/2020
4		DHC		3006202004208	2000	RF	3006202004208D	06/07/2020

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



दस्तासंबत सूची क्र. II

खरी प्रत

सह. दुय्यम निबंधक, अंधेरी क्र. ७
मुंबई उपनगर जिल्हा.

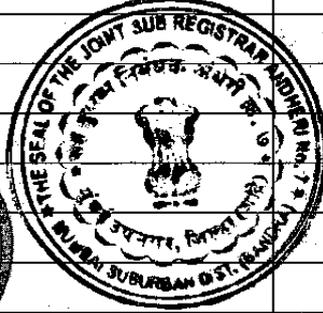
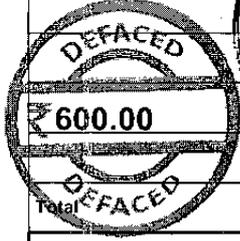


CHALLAN
MTR Form Number-6

बदर - १६		
REYC	१	१२०
२०२०		



GRN	MH001794192202021E	BARCODE			Date	30/06/2020-12:38:02	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	BDR18 __JT SUB REGISTRAR ANDHERI 7			Full Name	CONOOR BUILDERS PVT LTD			
Location	MUMBAI			Flat/Block No.	AS			
Year	2020-2021 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	PER			
0030045501 Stamp Duty		500.00		Area/Locality	DOCUMENT			
0030063301 Registration Fee		100.00		Town/City/District				
				PIN	4 0 0 0 5 8			
				Remarks (If Any)	SecondPartyName=A H CONSTRUCTION-			
				Amount In	Six Hundred Rupees Only			
		600.00		Words				
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF MAHARASHTRA				Bank CIN	Ref. No.	02300042020063084098 201827357054		
Cheque-DD Details				Bank Date	RBI Date	30/06/2020-12:38:44 01/07/2020		
Cheque/DD No.				Bank-Branch		BANK OF MAHARASHTRA		
Name of Bank				Scroll No. , Date		701 , 01/07/2020		
Name of Branch								



Department ID : Mobile No. : 9699844425
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Validity unknown

Digitally signed by
VIRTUAL TREASURER
MUMBAI 02
Date: 2020.07.06
13:41:47 IST
Reason: Secure Document

Challan Defaced

Sr. No.	Defacement No.	Defacement Date	Userld	Defacement Amount	
1	(IS)-514-4658	0000853666202021	06/07/2020-13:28:43	IGR555	100.00
2	(IS)-514-4658	0000853666202021	06/07/2020-13:28:43	IGR555	500.00
Total Defacement Amount					600.00

सह. दुय्यम निबंधक, अंधेरी क्र. ७

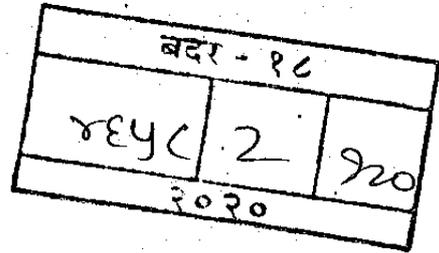


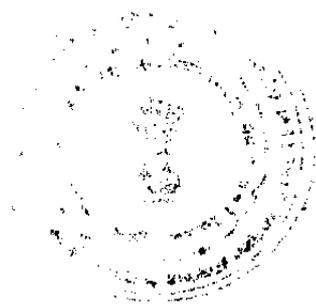
CHALLAN
MTR Form Number-6



GRN	MH001794192202021E	BARCODE			Date	30/06/2020-12:38:02	Form ID	25.2	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty Registration Fee					
Office Name				BDR18 ___JT SUB REGISTRAR ANDHERI 7					
Location				MUMBAI					
Year				2020-2021 One Time					
Account Head Details				Amount In Rs.					
0030045501 Stamp Duty				500.00					
0030063301 Registration Fee				100.00					
Total				600.00					
Payment Details				BANK OF MAHARASHTRA					
Cheque/DD Details				FOR USE IN RECEIVING BANK					
Cheque/DD No.				Bank CIN		Ref. No.		02300042020063084098 003651643	
Name of Bank				Bank Date		RBI Date		30/06/2020-12:38:44 Not Verified with RBI	
Name of Branch				Bank-Branch		BANK OF MAHARASHTRA			
				Scroll No. , Date		Not Verified with Scroll			

Department ID : _____ Mobile No. : 9699844425
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुर्यम निबंधक कार्यालयत नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.





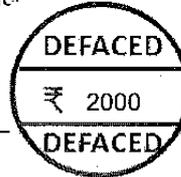


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	3006202004208	Receipt Date	06/07/2020
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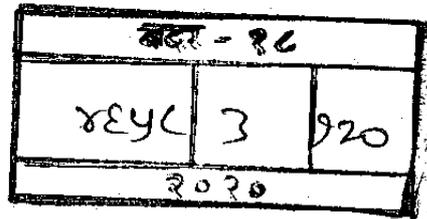
Received from CONOOR BUILDERS PVT LTD, Mobile number 9699844425, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 4658 dated 06/07/2020 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District



Payment Details

Bank Name	MAHB	Payment Date	30/06/2020
Bank CIN	10004152020063003404	REF No.	003728229
Deface No	3006202004208D	Deface Date	06/07/2020

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





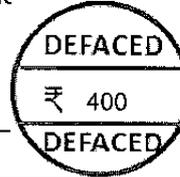


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	3006202004312	Receipt Date	06/07/2020
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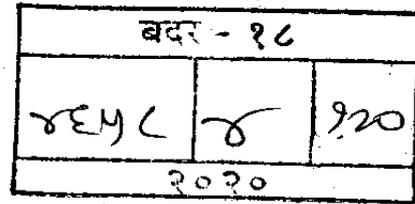
Received from CONOOR BUILDERS PVT LTD, Mobile number 9699844425, an amount of Rs.400/-, towards Document Handling Charges for the Document to be registered on Document No. 4658 dated 06/07/2020 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District



Payment Details

Bank Name	MAHB	Payment Date	30/06/2020
Bank CIN	10004152020063003478	REF No.	003799161
Deface No	3006202004312D	Deface Date	06/07/2020

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





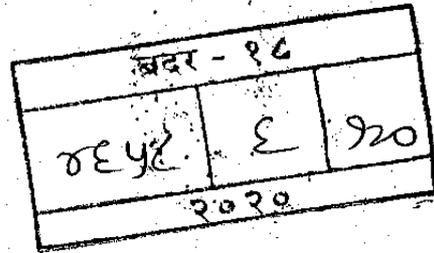
तद्वर - १८		
४६५८	५	१२०
२०२०		

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	3006202004312	Date	30/06/2020
Received from CONOOR BUILDERS PVT LTD, Mobile number 9699844425, an amount of Rs.400/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	MAHB	Date	30/06/2020
Bank CIN	10004152020063003478	REF No.	003799161
This is computer generated receipt, hence no signature is required.			



बदर - १८		
४६५८	७	९२०
२०२०		

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 3006202004208	Date 30/06/2020
Received from CONOOR BUILDERS PVT LTD, Mobile number 9699844425, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name MAHB	Date 30/06/2020
Bank CIN 10004152020063003404	REF No. 003728229
This is computer generated receipt, hence no signature is required.	





बदल - १६		
४६५८	C	१२०
२०२०		

**DECLARATION MADE UNDER SECTION 2 OF THE MAHARASHTRA
APARTMENT OWNERSHIP ACT, 1970.**

In the Registration Sub-District and District of Mumbai City and
Mumbai Suburban within Greater Mumbai in the State of
Maharashtra.

THIS DEED OF DECLARATION is jointly made and executed at Mumbai
on this 6th day of JULY 2020 as hereafter

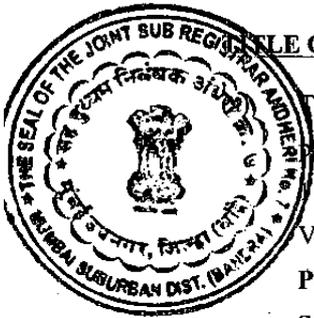
We, M/s. **A.H.Construction**, a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at **G-2, Ground Floor, Pioneer Heritage Residency, Opp Sane Guruji School, Dalaut Nagar, Santacruz (West), Mumbai 400 054** through its duly authorized partner (1) **Mr. Jamil Ahmed Qureshi**, being the Owner, hereinafter referred to as **"THE GRANTOR NO. 1"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm and the partner/s for the time being of the said firm, the survivors or survivor of and the heirs, executors and administrators of the last surviving Partner and their/his/ her assigns)

AND

We, **CONOOR BUILDERS PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act of 1956 and having its registered address at Raheja Chambers, Linking Road & Main Avenue, Santacruz (West), Mumbai - 400 054, through its duly authorised Director, Mr. Vijay B. Raheja, being the Promoter, hereinafter referred to as **"THE GRANTOR NO. 2"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

Both the Owner and the Promoter being fully empowered and qualified to execute this Deed do hereby jointly declare and state that:

FIRST:



SCHEDULE OF PROPERTY

That the Owner being Grantor No. 1 herein is the Owner of all that piece and parcel of land admeasuring 3873.7 square metres or thereabouts, bearing Survey No. 1, Hissa No.6 corresponding to City Survey No. 628 and 628 Hissa No.1 to 99 of Village Amboli, Taluka Andheri, Mumbai hereinafter referred to as **"the said Property"**, which property is more particularly described in the **FIRST SCHEDULE** hereunder written and shown delineated by black colour boundary line

बदर - १९	
४६५८	(b) Grantor No. 1
२०२०	

on the plan annexed hereto and marked as **Annexure "A"**;
 has purchased and acquired the said Property by and under Deed of Conveyance dated 11th November 2009 executed between CAP. IVAN D'MELLO (therein referred to as the Owner) and M/s. A.H. CONSTRUCTION, through its authorized partner MR. JAMIL AHMED QURESHI (therein referred as the Purchaser), registered with the Sub-Registrar of Assurance at Mumbai under the serial No.11688 of 2009 for the consideration and on the terms and condition as

48



QURESHI (therein referred as the Purchaser), registered with the Sub-Registrar of Assurance at Mumbai under the serial No.11688 of 2009 for the consideration and on the terms and condition as mentioned therein. The said Deed of Conveyance provided that the Grantor No. 2 shall construct free of cost premises admeasuring an area of 407 square meters (4375 [square feet]) comprised in 2 flats on the fourth floor of the new building and 2 shops of 210 square feet carpet area on the ground floor of the new building and to be handed over to the Owner upon the completion of the same, hereinafter collectively referred to as “**Owner Flats And Shops**”.

(c) The Owner by a duly registered Development Agreement dated 25th March 2013 registered with the Sub-Registrar of Assurances at Bandra, Mumbai under Serial No. 3199 Of 2013 (“**said Development Agreement**”), have entrusted the development of the free sale component of the said Property equivalent to 55,177.66 square feet of free sale FSI (“**Free Sale FSI**”) on a portion of the said Property more particularly described in the **SECOND SCHEDULE** hereunder written and shown delineated by red colour boundary line on the plan annexed hereto and marked as **Annexure “A”** (hereinafter referred to as “**Free Sale Property**”) to the Promoter being Grantor No. 2 herein upon the terms and conditions contained therein. The rights of the Promoter / Grantor No. 2 in the Free Sale Property as developers are as those mentioned in the said Development Agreement.

(d) Thus, Grantor No. 1 is the owner of all that piece of land together with structure standing thereon containing by admeasurement 4632 square yards equivalent to 3873.7 square meters bearing survey No.11 Hissa No.6 corresponding to City Survey Nos.628 and 628 Hissa Nos.1 to 99 of Village Amboli, Taluka Andheri in the Registration District Of Mumbai City.

Amboli, Taluka Andheri		
REYC	90	920
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(e) The Grantor No. 2 declares and confirm that the Grantor No. 1, who is the original owners of the said Property have conveyed to Cap Ivan D” Mello an area of 407 Sq.Mtrs (i.e 4375 Sq.ft) bein the total area that would comprise of 4 flats having total 3955 SQ.ft Carpet Area and 2 shops each having 210 Sq.ft Carpet Area with fully developed and assigned to Cap Ivan D” Mello children to nominees in the said property. Therefore under the said Development Agreement Grantor No.1 is liable to develop the said flats and shops and hand over to the Cap Ivan D” Mello.

y

- (f) That in pursuance of the said Development Agreement dated 25th march 2013 the [Municipal Corporation of Greater Mumbai (hereinafter referred to as "the Corporation")] has issued Intimation of Disapproval ("IOD") / [Slum Rehabilitation Authority issued Intimation of Approval ("IOA")] dated 4th November 2009 and also Commencement Certificate bearing No. SRA/ENG/2292/KW/P2/AP dated 2nd May 2013 for the development of the Free Sale Property and for construction of building on the Free Sale Property by utilization of the Free Sale FSI now known as "THE GATEWAY" ("said Building"). The Grantor No. 2 have got approved and sanctioned from the [Corporation] / [SRA] the plans, the specifications, sections and details of the said building "THE GATEWAY".
- (g) The said Property is not leasehold land. The said Building is an RCC frame type structure with brick masonry walls.

SECOND

- (h) The Promoter commenced construction of the said building "THE GATEWAY" on the Free Sale Property in accordance with the building plans attached hereto as Annexure "B" as approved and sanctioned by the [Corporation] / [SRA].



The Promoter has constructed the said building "THE GATEWAY" along with other amenities and facilities as per the sanctioned plan. The building construction work of the said Building is completed by the Promoter as per the sanctioned plans. The postal address of the building "THE GATEWAY" is as under:-

"THE GATEWAY",
Ceasor road,
Opposite Saibaba Temple,
Andheri (West),

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- (i) The said Building "THE GATEWAY" consists of 3 basements, 1 Podium,

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ground and 16 upper floors (there being no 13th floor), 12 car parking on the ground floor and 21 aggregate car parking on the podium level, 20 Car Parking on B1, 20 Car Parking on B2, 20 Car Parking on B3. The ground floor will be used for commercial purposes or other common purposes and upper floors from the 2nd Floor to 16th floors for residential purposes (There is no 13th floor). The said Building named "THE GATEWAY" also consists of an entrance-hall and lift foyer, meter room, Condominium Office room, Watchman's Room, Pump room, servant toilets on each floor, mid landing level.

(k) The Grantor No.2 has prepared a set of plans showing the residential units on the Second to the Sixteen upper floors (there is no 13th floor), Store rooms and office spaces at ground floor and a plan showing common area on the terrace floor, which is numbered as the Sixteen upper floor. A plan showing the covered car parking spaces at Basement 1, 2 & 3 level and on ground floor and on Podium is annexed hereto and marked Annexure "P1 to P4". A set of these plans, showing the layout and size of the residential flats, office space and store room and the said terrace, is hereto annexed and marked as Annexure "P6, P7 & P8".

(l) Grantor No.2 planned to sell, on what is known as ownership basis, the different units comprised on the basement, ground floor, first and Sixteen upper floors (there is no 13th floor) of the said Building named "THE GATEWAY" namely, 69 residential flats on the said Sixteen upper floors building, one office space and it was contemplated by the Grantor No.2 and concurred by the other Grantors, that ultimately the redeveloped property viz.: the Free Sale Land together with said Building named "THE GATEWAY" and ancillary structures standing thereon, (hereinafter referred to as "the said immovable property") more particularly described in sub-paragraph hereunder, would be submitted to the provisions of the Maharashtra Apartment Ownership Act 1970 and a Deed of Apartment in respect of each of the different units in the said new Building (that is, the Units belonging to Grantor No.2) would be executed in favour of the respective purchasers of such respective unit in the said Building. Construction of the said Building will complete in or about March 2019.

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(m) All the units consist of individual apartments and are capable of individual utilisation on account of having their own access to the common areas and

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facilities of the said Building. Each apartment is sold to one or more Owners, each Owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as "the Unit") and also an undivided interest in the general and/or restricted common areas and facilities of the said Building as listed hereinafter in this Deed necessary for their adequate use and enjoyment, and hereinafter referred to as the 'general and/or restricted common areas and facilities', all of the above in accordance with Maharashtra Apartment Ownership Act, 1970.

(n) The description of the said immovable property is as follows:

All that piece or parcel of land together with structure standing thereon containing by admeasurement 3873.70 or thereabouts bearing Surevy No. 11 Hissa No.6 corresponding to City Survey Nos.628 and 628 Hissa No.1 to 99 of Village Amboli, taluka Andheri in the Registration district or Sub-District of Mumbai City and Mumbai Suburban, within Greater Mumbai and which said plot of land is bounded as follows: On or towards the NORTH by Ceasor Road & CTS no.632 (Part), On or towards the SOUTH by The Bombay Cambridge High School, On or towards the WEST by CTS No.629 and On or towards the EAST by Ceasor Road.



That the said Building is having 69 flats and 2 shops of which constitutes units/ individual Apartments, commercial and residential and of which 120.00 square meter constitutes the general and/or restricted common areas and facilities.

(p) A detailed description of what the said new multi-storeyed building named

बदर - १८ "THE GATEWAY" consists of, is set out hereunder:		
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The Basement I consists of the following: -

- i) 20 Basement Parking spaces
- ii) Three Lifts & Staircase
- iii)

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The Basement 2 consists of the following: -

- i) 20 Car Parking spaces
- ii) Three Lifts & Staircase
- iii) Pump Room

The Basement 3 consists of the following: -

- i) 20 Car Parking spaces
- ii) Three Lifts & Staircase
- iii) U G Tank & Fire Tank

The Ground Floor consists of the following:

- i) Entrance Lobby, three Lifts and staircase;
- ii) Meter Room, Condominium Office
- iii) One Toilet for General use of servants, drivers & watchmen;
- iv) Space for D.G, Set Room
- iv) 12 car parking spaces on the Ground Floor.
- v) Podium on the first floor consist of 21 Car parking & Gymnasium for common use of Owners of Residential Apartments only. The Shop Owner will not use the Gymnasium



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There are 69 residential apartments (flats) on the fourteen upper floors :

- i) Five residential Apartment No.21, 22, 23, 24 and 25 on the 2nd floor;
- ii) Five residential Apartment No.31, 32, 33, 34 and 35 on the 3rd floor;
- iii) Five residential Apartments Nos.41, 42,43, 44, and 45 on the 4th floor;
- iv) Five residential Apartment No.51, 52, 53, 54 and 55 on the 5th floor;
- v) Five residential Apartment No.61, 62, 63, 64 & 65 on the 6th floor;
- vi) Five residential Apartment No. 71, 72, 73, 74, and 75 on the 7th floor.
- vii) Four residential Apartment No.81,83,84,85 and Refuge Area on the 8th floor;
- viii) Five residential Apartment No.91, 92, 93, 94 and 95 on the 9th floor;
- ix) Five residential Apartment No.101, 102, 103, 104 and 105 on the 10th floor;
- x) Five residential Apartment No.111, 112, 113, 114 and 115 on the 11th floor;
- xi) Five residential Apartment No.121, 122, 123, 124 and 125 on the 12th floor;
- xii) Five residential Apartment No.141, 142, 143, 144 and 145 on the 14th floor;

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- xiii) Five residential Apartment No.151, 152, 153, 154 and 155 on the 15th floor;
- xv) Five residential Apartment No.161, 162, 163, 164 and 165 on the 16th floor.
- xvi) Terrace Consists of Lift Room, Over Head Water Tank & Swimming Pool.

NOTE: There is no 13th floor

There are 20 parking spaces each in Basement No1, 2 and 3 and 12 Car Parking Spaces on Ground and and 20 Car Parking Spaces in Podium of the property, the respective Basement car-parking spaces and open car parking spaces (as per details mentioned hereunder in the Fifth paragraph) being for the exclusive use of and appurtenant to the respective residential flat to which the same pertain.

FIFTH:

(q) That this condominium shall be known as “The Gateway CONDOMINIUM” and that the commercial/Residential units and common areas and facilities of the said Building will be as set out hereunder.

(i) DETAILS OF UNITS/Apartments : As Annexed.



(ii) That each commercial unit and residential unit is capable of individual utilisation on account of having their own independent ingress and egress thereto and also to the common areas and facilities of the building on the said property. Each of the commercial and residential unit is constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State and also having undivided interest in the general and / or restricted common areas and facilities of the building as listed hereinabove in this Deed necessary for their adequate use and enjoyment and herein referred to as the General and/or restricted common areas and facilities all the above in accordance with the Maharashtra Apartment Ownership Act,

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(iii) **COMMON AREAS & FACILITIES**

- (a) The piece and parcel of land of and around the Building "The Gateway" more particular described in the First Para of this Deed and in the **FIRST SCHEDULE** hereunder written except those areas, if any, which are specifically allocated or allocable or retained for exclusive use by the Grantor No. 1.
- (b) The staircases and passages in the building leading to the units/ A
- (c) The main entrance lobby and foyer of the said building.
- (d) The main entrance, staircase of the building, as well as the landings and mid - landings of the staircase from the ground floor upto the terrace, only for the purpose of ingress and egress, but not for the purpose of placing or storing any object or for recreation or for residence or for sleeping / loitering.
- (e) The three lift (elevators) installed in the said building, for going upto fifteen floor.
- (f) Open terrace admeasuring approximately 169 square metres situated on the fifteen floor of the said building.
- (g) Pump room in the Basement.
- (h) Condominium's Office room & Meter Room situated on the ground floor of the said building.
- (i) Fifteen servants toilet located on the each of the mid floor stair case .
- (j) The Foundations, the entire RCC structure, and main outer walls of the building.
- (k) Common water tanks/storages and all overhead water tanks located in the terrace and/or roof of the building and under ground water tank and water connections and common water meter
- Borewell, if any, with Pump
- Common drainage lines
- Common compound wall and watchman's cabin
- Common Electricity Sub-Station, transformer and meter rooms with Electric Meters for the building/s.
- (p) Common lifts, lift ducts and lift machine rooms for the building.
- (q) Common internal roads
- (r) Access to the parking space as shown in the plan
- (s) Entrance passage to the building, common lobbies leading to each unit/building;
- (t) Common Toilets and bathrooms, if any.
- (o) Swimming Pool, changing room and filtration plant
- (p) Park and Garden Area
- (q) All other items listed in sub-section (f) of section 3 of the said Act, except those which are otherwise provided for in this Declaration.



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(iv) Restricted common areas and facilities:

- (a) Car parking spaces (open or closed) allotted to any unit/apartment.
- (b) Lobby which gives access to the individual unit/apartment and elevators and stairway.
- (c) Areas and facilities not forming the part of common areas as facilities.

The Landing in the front of the three lifts on the floor on which a particular residential flat is located, is a means of access to the flat from the lifts, as well as from the stairs, and but not for the purpose of storing or as a recreation area or for residence or for sleeping but such landing is subject to means of access therefrom for reaching the other floors, available to all the residents and visitors. The staircase door at the landing should not be locked.

SIXTH:

- (a) The right, title and interest of the owner of each Residential Apartment, in the general/common areas and facilities listed under (a) to (i) of sub-paragraph 'B' of FIFTH paragraph above and their proportionate share in any expenses in respect of the general/common areas and facilities, as well as the proportionate representation for voting purposes in the meetings of the Association of Apartment Owners of the Condominium is set out in Column (7) and (8) of the table P1 shown in sub-paragraph 'A' of the FIFTH paragraph above.
- (b) The proportionate representation, for voting purposes, provided for hereinabove may be limited in accordance with the provisions of Bye-laws attached hereto and marked 'C'.



The Residential Apartments/Unit are not encumbered in any manner whatsoever as of the date of this Declaration.

- (d) Eight floor will have REFUGE AREA.

SEVENTH:

The administration of the Condominium, which consists, as aforesaid, of the said Building named "THE GATEWAY CONDOMINIUM" and the said Property admeasuring approximately 5126.13 square metres appurtenant thereto described in sub-paragraph (i) of the First paragraph of this Deed, shall be in accordance with the provisions of the Bye-Laws which are made a part of this Deed and are attached hereto and marked 'C'. The names of the persons to receive service of

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process (as per section 11 (1)(h) of the said Act) are the first members of the Board and are named in the said Bye-laws. Two of these persons reside at the said building "THE GATEWAY".

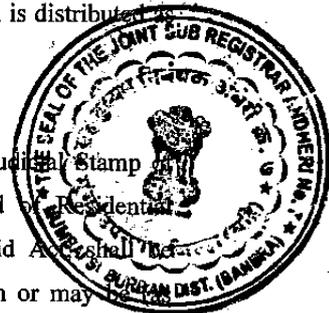
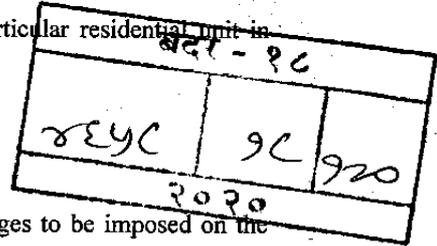
EIGHTH:

As is apparent from the above, the plan of Apartment ownership hereby constituted is under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (herein referred to as "the said Act") so that the Residential Apartments on all floors of "THE GATEWAY" may be conveyed and registered as individual properties capable of independent use on account of each having its own entry and exit to a common area and facility of the building named "THE GATEWAY ", each Residential Apartment owner having exclusive and particular right, title and interest in and over his/her/its respective Residential Apartment and/or in the other premises and in addition, to the specified undivided interest in the general/common areas and facilities and/or the restricted/limited common areas and facilities and also in the car parking space at basement, Podium and Ground floor in the compound, as the case may be, which is attached/ married to the particular residential unit in question.

NINTH:

For the purpose of stamp duty and registration charges to be imposed on the registration of this Deed in the Register "Declaration and Bye Laws" under Section 13 (5) of the said Act, the value of the Condominium is distributed as follows:

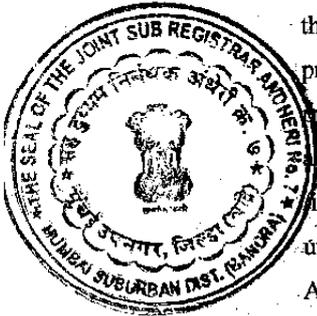
- (a) The Deed shall be stamped with the Stamp Paper or Non-Judicial Stamp of value of Rs.500/- (Rupees Five Hundred) and each Deed of Residential Apartment and other Unit under Section 13 (5) of the said Act shall be stamped in accordance with the value for which it has been or may be (if applicable) agreed to be sold and transferred by the Grantor No.1 to the respective Purchaser/s of the respective Residential Apartment.
- (b) The total value of the Building named "THE GATEWAY" including interest in the land on which the same stands and the land appurtenant thereto (referred to in sub-paragraph (i) of the First paragraph) above is Rs. 1.20cr. (Rupees One Hundred & Twenty Crore Only).



(c) The stamp duty and the registration charges, in respect of every Deed of Apartment, are payable solely by the Purchaser/s thereof on basis of the sale price of the respective apartment / unit and/or otherwise as per law.

TENTH:

So long as any of the Grantor owns one or more of the Residential Apartment/s/Unit each, of the Grantors shall be subject to the provisions of this Deed and Bye laws as Annexure "C" attached hereto and further, the Grantors covenant to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the said Building or other rights assigned to the Association by reasons of the establishment of the Condominium. Furthermore, since each Residential Apartment and the other Unit constitutes a transferable and heritable immovable property under the law (including the said Act), they the Grantors declare and confirm that the respective beneficial owners of the respective residential Apartment/s and other Units named in the Table referred to in the FIFTH paragraph, (including the First Grantor and the Third, Grantors respectively) shall be entitled (and are hereby authorised) to sell, transfer and/or otherwise alienate their respective Residential Apartment/s and/or other Unit (with the undivided proportionate share/interest in the said land), as effectively, to all intents and purposes, as if he/she/they/it respectively was/ were the absolute owner/s thereof, and/or other alienee thereof shall get a good title thereby. Grantor No.1 respectively independently, shall be entitled to sell, transfer or otherwise alienate the respective unit belonging to them/him respectively and to execute a Deed of Apartment/Conveyance in respect of such respective unit without being required to join the other/others of them.



ELEVENTH:

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The general/common and the restricted/limited areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

The percentage of the undivided interest in the general and/or restricted/limited common areas and facilities established herein shall be as per table hereto annexed and marked B1, B2 & B3 and the same and also the percentage in the voting rights shall not be changed except with the unanimous consent of all the Apartment Owners expressed in an amendment to this Deed, duly registered.

Handwritten signature or mark.

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THIRTEENTH:

The undivided interest in the general and/or restricted / limited common areas and facilities shall not be separated from the Residential Apartment to which it appertains and shall be deemed conveyed or encumbered with the Apartment even though such interest is not expressly mentioned or described in the Conveyance or other instrument.

FOURTEENTH:

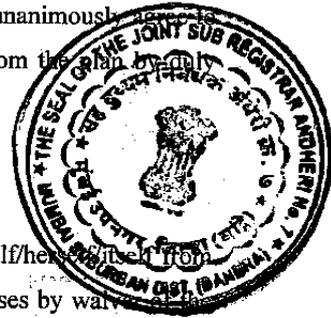
Each Apartment Owner shall comply with provisions of this Deed, the Bye-Laws, decisions and resolutions of the Association of Apartment Owners, and failure to comply with any such provisions, decision or resolutions, shall be valid grounds for an action to recover sums due for damages, or for injunctive relief.

FIFTEENTH:

The dedication (submission) of the said immovable property (to the extent specified in the FIRST paragraph above) to the Plan of Apartment Ownership herein, shall not be revoked or the said immovable property removed from the Plan of Apartment Ownership, or any of the provisions herein, unless ALL of the Apartment Owners, and the mortgages of the mortgages covering ALL the Units, unanimously agree to such revocation or amendment, or removal of the property from the Plan by a registered instrument/s.

SIXTEENTH:

No owner of a Residential Apartment/Unit may exempt himself/herself from liability for his/her/its contribution towards the common expenses by way of non-use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his/her/its Residential Apartment/Unit.



SEVENTEENTH:

All sums assessed by the Association but unpaid, for the share of the common expenses chargeable to any Residential Apartment/Unit, shall be prior to all the other charges, except only:

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1. Charge, if any, on the Residential Apartment/Unit for payment of Government or Municipal Taxes, or both

And

2. All sums unpaid on a mortgage of the Residential Apartment/Unit.

EIGHTEENTH:

All present or future owners, tenants or any other person that might use the facilities of the said building "THE GATEWAY" in any manner are subject to the provisions of this Deed and that the mere acquisition or rental of any of the Residential Apartment/s and/or other unit of the building or the mere act of occupancy thereof shall signify that the provisions of this Deed are accepted and ratified. The respective Residential Apartment/s or other unit shall not be rented or given on leave and licence or care-taker basis by the Apartment Owners thereof for temporary, transient or other casual purposes which shall be defined as (a) rental/ compensation for any period less than 30 (thirty) days or (b) any rental whereby the occupants of the Residential Apartment/s and/or other unit are provided customary hotel and boarding or lodging or paying guest-service. The Apartment Owner of the respective Residential Apartment/Unit shall have the absolute right to lease such Residential Apartment or give it on tenancy or leave and licence basis or caretaker basis provided the said lease or tenancy or leave and licence or caretaker basis is made subject to the covenants and restriction contained in this Declaration and further subject to the Bye-laws in Annexure 'C' attached hereto.



NINETEENTH:

Where the property, subject to the plan of Apartment Ownership, is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970. More than 51% (fifty one percent) votes will be required for the purpose set out in

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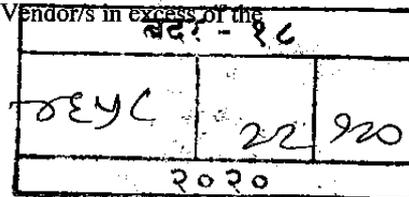
Where a Residential Apartment or other unit is sold by a mortgagee in exercise of the power of the sale under an English Mortgage or by a Court in execution of a Decree in a suit brought by a mortgagee against the owner of such Residential Apartment, then neither the mortgagee nor the purchaser who derives title to the

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Residential Apartment at such sale, or his / her / its successors or assigns shall be liable for assessments by the Association which became due prior to the acquisition of title by such acquirer: it being understood, however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing the same as provided by law, and such charge shall be subordinate to such mortgage.

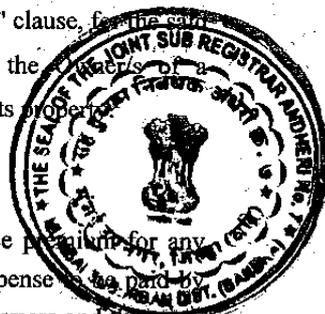
TWENTY - FIRST:

In a voluntary conveyance of a Residential Apartment/Unit, the Purchaser/s of the same shall jointly and severally be liable with the Vendor/s for all unpaid assessments, levied by the Association of Apartment Owners against the latter for his/her/its share of the common expenses upto the time of the grant or conveyance, without prejudice to the Purchaser's right to recover from the Vendor the amounts paid by the Purchaser. However, any such Purchaser/s shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Vendor, due to the Association and such Purchaser shall not be liable for, nor shall the Residential Apartment conveyed be subject to a charge for any unpaid assessment made by the Association of Apartment Owners against the Vendor/s in excess of the amount therein set forth.



TWENTY - SECOND:

The Manager or Board of Managers of the Association shall obtain and continue in effect comprehensive property insurance, with a "re-instatement" clause, for the said immovable property but without prejudice to the right of the Vendor/s of a Residential Apartment to obtain individual insurance of his/her/its property.



TWENTY - THIRD:

Save as provided in the Twenty - Second paragraph, Insurance premium for any such comprehensive insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Apartment Owners and that such payment shall be used solely for the payment of the comprehensive property insurance premia as and when such premia become due.

TWENTY - FOURTH:

All lessees, licencees and/or occupiers of every Residential Apartment/Unit shall be liable to pay all assessments and dues payable by the Owner thereof. In the event of

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a charge for non-payment of the assessments and/or dues being enforced by the Association, and upon sale of the Residential Apartment / Unit in any proceeding for enforcement of the charge, the right, title and interest of the Apartment Owner, Lessee, Licensee, occupier or mortgagee will come to an end and the Purchaser at such sale will have the title to the Residential Apartment/Unit, free from all encumbrances and claims as also the right to obtain vacant possession of the Residential Apartment/Unit concerned and the sale proceeds after meeting the arrears due to the Association, will be distributed between the mortgagees, if any, of the previous owner, of the Residential Apartment/Unit and the lessee or licensee in accordance with the respective right, title and interest. Any document of transfer, lease, mortgage or other disposition of the Residential Apartment/Unit made by any Owner/s shall contain a covenant that it is and shall always be subject to the prior charge for payment of all assessments and dues payable by the Owner/s of the Residential Apartment/Unit to the Association of Apartment Owners of "The Gateway Condominium".

TWENTY - FIFTH:

Common Expenses means:

- (i) Expenses of administration, maintenance, repairs or replacement of the common areas and facilities;
- (ii) Expenses of provisions of tiles, fixtures, fittings or any special facility in any designated common area / facility;
- (iii) Assessments made by the Board for the purpose of sub-clause above against the Residential Apartment/Unit.
- (iv) All sums lawfully assessed against the Residential Apartment/Unit, by the Association of Apartment Owners;
- (v) All expenses agreed upon or that may hereafter be agreed upon as common expenses of the Association of Apartment Owners.

Each individual Residential Apartment Owner shall be liable to pay and bear his/her/its share of the aforesaid common expenses and sums for common areas and facilities in accordance with the percentages prescribed in the FIFTH clause

hereinabove. Such expenses and sums shall be borne and paid by the individual Residential



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Apartment Owner/s within the time period prescribed by the Board and in the event of any delay in payment, interest will be payable at the rate that may be prescribed by the Board from time to time.

TWENTY - SIXTH:

- (a) The Residential Apartments on the upper floors numbered second to the Sixteen floors (there is no 13th floor) shall be used only for residential purposes,
- (b) The Shops on the Ground floor shall be used as Shop.
- (c) Car-parking spaces may be used only for parking a motor vehicle and will have no access or create any entry into the Residential area and car Parking at the Ground floor level. The Shop Owners cannot use the Gym on the Podium level.
- (d) The Shop Owners shall not create any access to the Parking/ stilts or Residential area

IN WITNESS WHEREOF the Grantors have hereunto set and subscribed their respective hand the day and year first hereinabove written

SIGNED AND DELIVERED)
by the withinnamed Grantors)
(1) Mr. JAMIL AHAMED PARTNER OF)
A.H.CONSTRUCTION)




C.A to Jamil Qureshi Partner of
of A. H. Construction

(2) CONOOR BUILDERS PVT. LTD.)
(by the hand of its Director Mr. Vijay B. Raheja)

For CONOOR BUILDERS PVT. LTD.

Director / Authorised Signatory

WITNESS :-
1) 
2) 






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