

Da De Pei Trar Fran cijo

BOMBEY MERCANTILE CO-OPERATIVE BANK LTD. (SCHEDULED BANK)
Stamp Office No. D-5/STP(V)/C.R.1056/02/05/1708 - 11/05



24th
AUTHORISED SIGNATORY
SANTACRUZ BRANCH

ARTICLES OF AGREEMENT made at Mumbai this 24th day of
... July ..., In the Christian Year 2008 between UP MARKET PROPERTY
DEVELOPERS PRIVATE LIMITED, a company registered under the
Companies Act 1956, having its registered office at Shop No. 40, Saraf
Choudhari Nagar, Thakur Complex, Kandivli (East), Mumbai - 400 101,
hereinafter referred to as "THE DEVELOPERS" (which expression shall
unless it be repugnant to the context or meaning or meaning thereof, be
deemed include its successors and assigns) of the ONE
PART :

ramniklal vyas

दर-१२
२०१६ १९
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AND

Shri/Smt./ Ramniklal Laxmishankar Vyas

१/२. १०. २०१२

adult Indian Inhabitant residing at Room No. BPC-4 Mohite ad
C. T. S. No. 1113 of Village Kandivali, Taluka Borivali, Off M. G. Road
Kandivali (West), Mumbai - 400 067. hereinafter referred to as THE
TENANT PURCHASER " (which expression shall wherever the context
requires or permits mean and include his/her heirs, executor or
administrators, successors and assigns) of the OTHER PART :

१/२. १०. २०१२

Bombay Mercantile Co-operative bank
Ltd., Santacruz Branch, Plot No. 207,
TPS V. S. V. Road, Santacruz (W),
Mumbai-400 054.
D-5/STP(V)/C.R.1056/02/05/1708-11/05

INDIA
R. 0000-190KPB5447
STAMP DUTY = MAHARASHTRA
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WHEREAS late Dharma Rama Mohite was the owner of all that piece and parcel of land bearing Survey No. 164 B, Hissa No. 2 of Village Kandivli, Taluka Borivli, admeasuring approx. 6175.60 sq. metres or 7386 sq. yards bearing C. T. S. NO. 1113 of Village Kandivli, Taluka Borivli, Mumbai Suburban District situate, lying and being at M. G. road, Kandivli (West), Mumbai - 400 067 and popularly known as "Mohite Wadi" :

AND WHEREAS the abovenamed Dharma Rama Mohite acquired and owned the above described property under a Sanad granted by the then Governor General in India on or about 20/7/1920 :

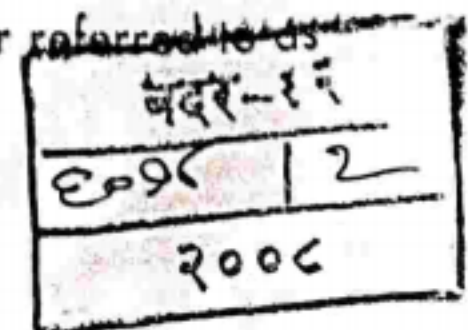
AND WHEREAS the abovenamed Dharma Rama Mohite expired leaving behind him two sons namely Govind Dharma Mohite and Vasant Dharma Mohite, who became the joint owners of the above described property ;

AND WHEREAS during the life time of the Govind Dharma Mohite and Vasant Dharma Mohite about 156 rooms came to be constructed on the above described property bearing C. T. S. No. 1113/1 to 156 of Village Kandivli (the above described land along with the 156 rooms standing thereon are hereinafter for the sake of brevity referred to as "the said property" and is more particularly described in the schedule hereunder written;

AND WHEREAS the said Govind Dharma Mohite expired on 26/2/1967 leaving behind him (1) MR. SURESH GOVIND MOHITE, (2) MR. KAMLAKAR GOVIND MOHITE (3) MR. BHASKAR GOVIND MOHITE (4) MR. AVINASH GOVIND MOHITE & (5) MRS. KALYANI KESHAV JADHAV, as his only heirs and legal representatives according to the Hindu Succession Act, by which the said deceased was governed and the abovenamed Vasant Dharma Mohite expired on 4/4/1996 leaving behind him (1) SMT. VASUMATI VASANT MOHITE (2) MR. SANJAY VASANT MOHITE (3) MR. VIRENDRA VASANT MOHITE (4) MISS KUMUDINI VASANT MOHITE, as his only heirs and legal representatives according to the Hindu Succession Act, by which the said deceased was governed (the abovenamed legal heirs of late Govind Dharma Mohite & Vasant Dharma Mohite are hereinafter referred to as "the said Owners");

AND WHEREAS the Competent Authority under the Maharashtra Slum Areas Act, 1971 declared the said property as a "Slum Area" by its notification dated 5/1/1993 under section 4 (i) of the Maharashtra Slum Areas Act, 1971 (for the sake of brevity hereinafter referred to as "the said Act");

8/20/2006



AND WHEREAS the said owners submitted a proposal to the Slum Rehabilitation Authority with the consent of the majority of the tenements occupants on the said property for development of the said property under the Slum Rehabilitation Development Scheme;

AND WHEREAS Deputy Chief Engineer, Slum Rehabilitation Authority by his order dated 17/1/1997 bearing Ref. No. SRA/DY-CE/1073 issued a Letter of Intent intimating to the said owners that their aforesaid proposal for Slum Rehabilitation Development had been considered and approved by the Slum Rehabilitation Authority subject to the terms and conditions mentioned in the said letter dated 17/1/1997.

AND WHEREAS the said owners have obtained the consent of the majority of the occupants of the rooms on the said property and the majority of the occupants (more than 70% of the total occupants) on the said property have by their own free will gave their free consent for the said Slum Rehabilitation Scheme and have agreed to co-operate with the owners for development of the said property under the Rehabilitation Scheme;

AND WHEREAS the said Owners have appointed Mr. Sanjay B. Shah, as their Architect for submitting the Plans and layout of the proposed development of the said property under Slum Rehabilitation Scheme.

AND WHEREAS the said Architect, Mr. Sanjay B. Shah submitted plans for layout of sub-division of the said property to the Slum Rehabilitation Authority on or about 3rd day of January, 1998 and the Chief Engineer, Slum Rehabilitation Authority by his letter dated 19.2.1998 addressed to Sanjay B. Shah, Architect communicated that the said plans were approved and they were as per Development Control Rules;

AND WHEREAS by his letter dated 19.2.1998, the Executive Engineer, Slum Rehabilitation Authority has issued an Intimation of Approval bearing Ref : No. SRA/CH.E/217/R-S/PL/AP, communicating to the said owners the approval of the construction of the building/s under Section 45 of the Maharashtra Regional Town Planning Act, 1966;

AND WHEREAS by his letter dated 2nd December, 1998, the Executive Engineer Slum Rehabilitation Authority has issued Commencement Certificate to the said owners for the development of the said property bearing Ref. No. SRA/Ch.E/217/R.S/PL/AP/Rehab.



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AND WHEREAS by an Agreement for Development dated 16th March, 1999 the said owners have agreed to sell transfer and assign the development rights in respect of the said property in accordance with the scheme already approved under the said Act on the terms and conditions set out in the said Agreement dated 16/3/1999;

AND WHEREAS the said owners have executed a Power of Attorney in favour of the Developers on 16/3/1999 and have constituted the Developers as their lawful agents for the purpose of the development of the said property;

AND WHEREAS in terms of the said Agreement for Development dated 16th March, 1999 read with the Power of Attorney executed by the said Owners on 16/3/1999, the Developers are entitled to sell, the Flats in the proposed construction;

AND WHEREAS the Developers have submitted the Plans of the proposed construction for the approval of the Municipal Corporation of Greater Mumbai through Architect Mr. Sanjay Shah and the Municipal Corporation of Greater Mumbai has issued Commencement Certificate bearing No. _____ dated _____

AND WHEREAS the Developers have commence the construction of the proposed buildings in accordance with the said Plans;

AND WHEREAS the proposed building when completed is to be named as "Surbhi Complex"

AND WHEREAS the Tenant Purchaser herein was a monthly tenant of the said owners in respect of Room No. 4, Chawl No. BPC 2, Mohite Wadi, C. T. S. No. 1113 of Village Kandivali, Off M. G. Road, Kandivali (West), Mumbai - 400 067, admeasuring _____ Sq. Ft. built-up at the monthly rent of Rs. 29/- per month (for the sake of brevity hereinafter referred to as "the said premises");

AND WHEREAS the Tenant Purchaser herein had given his/her consent for the development of the said property under the Slum Rehabilitation Scheme and had agreed to surrender his tenancy in respect of the said premises to enable the Developers to develop the said property in accordance with the said scheme and the Developers had agreed to provide to the Tenant Purchaser a re-habilitation tenement as per the terms of the said Slum Rehabilitation Scheme as contained in the letter dt. 17th January, 1997 in the building/s proposed on the said property under the said Slum Rehabilitation Scheme;

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AND WHEREAS pursuant to the Agreement between the Developers and the Tenant Purchaser and in implementation of the said Slum Rehabilitation Scheme, the Tenant Purchaser vacated his/her tenanted premises on the said property and shifted himself/herself into a transit accordance with the said scheme;

AND WHEREAS in implementation of the said scheme the Developers have offered to the Tenant Purchaser a self contained flat in the building under construction on the said property by way of rehabilitation tenement and the tenant has accepted the said allotment and has agreed to shift into the said rehabilitation tenement on the terms and conditions hereinafter appearing;

NOW THESE PRESENT WITNESSETH AND IT IS AGREED BY
AND BETWEEN THE PARTIES AS FOLLOWS :-



1) The Tenant Purchaser hereby agrees and confirms that he/has was a monthly tenant of the aforesaid owners in respect of Room No. 4, Chawl No. BPC(2) admeasuring approximately _____ sq. ft. built-up at Mohite Wadi, C.T.S. No. 1113, / 1 to 156 of Village Kandivali, off M. G. Road, Kandivali (West), Mumbai - 400 067 at the monthly rent of Rs. 29/-

Handwritten signature/initials in blue ink, appearing to be 'S. S. S.' or similar.

2) The Tenant Purchaser hereby agrees and confirms that he/she is aware that the property bearing C.T.S. No. 1113/ 1 to 156 of Village Kandivali known as "Mohite Wadi" has been declared as "Slum Area" by the Competent Authority under the Maharashtra Slum Areas Act. 1971.

3) The Tenant Purchaser hereby agrees and confirms that he/she aware of the fact that the abovenamed owners and the landlords of the property submitted a proposal to the Authorities under the Slum Areas Act for redevelopment of their said property under the Slum Rehabilitation Scheme.

Handwritten signature in blue ink, appearing to be 'S. S. S.' or similar.

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4) The Tenant Purchaser hereby agrees and confirms that he/she had given his/her consent for the rehabilitation of the said property under the Slum Rehabilitation Scheme by signing a Letter of Consent addressed to the Competent Authority under the Slum Areas Act.

5) The Tenant Purchaser hereby agrees and confirms that he/has is aware of the sanction of the Slum Rehabilitation Scheme on the said property submitted by the said owners and the landlords of the property.

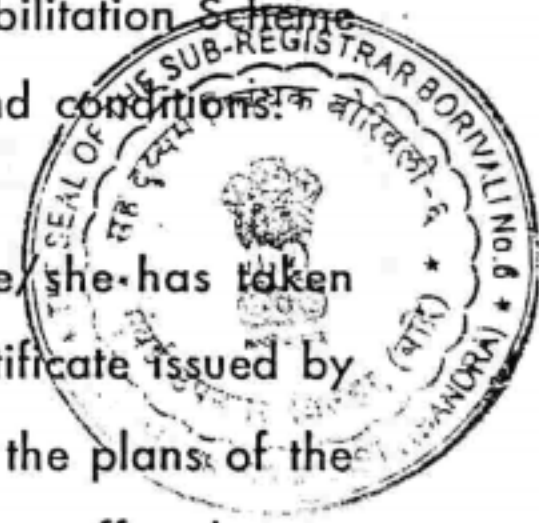
6) The Tenant Purchaser hereby agrees and confirms that he/she has taken inspection of the letter dt. 17th January, 1991 of the Deputy Chief Engineer, Slum Rehabilitation Authority, addressed to the Architects of the said owners informing the approval of the said Slum Rehabilitation Scheme and that he/she is has been explained and interpreted the terms and conditions of the said Rehabilitation Scheme and that he/she shall be abide by the said terms and conditions.

7) The Tenant Purchaser hereby confirms that he/she has taken inspection of the relevant documents and the title certificate issued by Advocate Atul S. Tungare for the Developers and of the plans of the building in which the rehabilitation tenement has been offered.

8) The Tenant Purchaser hereby confirms that he/she surrendered his/her tenancy rights in respect of the said premises pursuant to the aforesaid agreement and in implementation of the aforesaid Rehabilitation Scheme in favour of the Developers and vacated the said premises and handed over its possession to the Developers, who demolished the said premises for the development of the said property in accordance with the said scheme.

9) The Tenant Purchaser hereby confirms that he/she was not required to shift from his/her said tenanted premises and that

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accordingly the tenant purchaser has/had not been provided transit accommodation by the developers pending the allotment and delivery of possession of rehabilitation tenement and that he/she has been presently occupying the said rented premises/transit accommodation.

10) The Tenant Purchaser hereby agrees and confirms that the Developers have till date observed and implemented all the terms and the conditions of the Slum Rehabilitation Scheme sanctioned by the Competent Authority under the Slum Areas Act and that the Tenant Purchaser has till date no grievance whatsoever against the Developers in respect of the implementation of the scheme.

11) Pursuant to the said scheme and the said agreement, the Developers hereby agrees to provide and allot to the Tenant Purchaser and the tenant Purchaser hereby agrees to acquire from the Developers by way of permanent rehabilitation tenement a flat viz. flat no. E-007 on GR floor in building no. 1 admeasuring 225 sq. ft. carpet area (____ sq. ft. built-up) on the property more particularly described in Schedule hereunder ~~written~~ ^{being} a self contained flat with the amenities as per the list annexed hereto and marked as Annexure "A" to be held, possessed and occupied by the Tenant Purchaser as the absolute owner thereof ~~free of any cost but~~ subject to the terms and conditions of the Rehabilitation Scheme contained in a letter dt. 17th January, 1991.

12) The said flat is being allotted to the Tenant Purchaser on ownership basis by way of permanent rehabilitation tenement in lieu of the tenanted premises of the Tenant Purchaser on the said property and no consideration has been charged from the Tenant Purchaser.

13) Immediately on execution of these presents, the Developers shall hand over the possession of the abovedescribed permanent rehabilitation tenement to the Tenant Purchaser. Subject to the



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the Tenant
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SCHEDULE HEREINABOVE MENTIONED :

(Description of the property)

All that piece and parcel of land bearing Survey No. 1648, Hissa No. 2 of Village Kandivali, Taluka Borivli, admeasuring approx. 6175.60 sq. meters or 7386 sq. yards bearing C. T. S. No. 1113/1 to 156 of Village Kandivli, Taluka Borivli, Mumbai Suburban District situated, lying and being at M. G. Road, Kandivli (West), Mumbai - 400 067, together with the structures standing thereon.



SIGNED, SEALED AND DELIVERED by the withinnamed "THE DEVELOPERS" UP MARKET PROPERTY DEVELOPERS PVT. LTD. in the presence of

)
Up-Market Property Developers Pvt. Ltd.
) *A.K. Jadhav*
)
) Director



SIGNED AND DELIVERED BY the Withinnamed "The TENANT PURCHASER/S)

Shri/Smt. Ramniklal Laxmishankar 21.01.14 (23/01/2014)
Vyas)
_____)
_____)

in the presence of B.G. Mohide

B.G. Mohide



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SLUM REHABILITATION AUTHORITY

5th floor, Girha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

Intimation of Approval under Sub regulation 2.3 of Appendix - IV
of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbai.

No. SRA/ChEx/ENG/592/RS/PL/AP....

2 OCT 2000

To,

Shri B.G. Mohite

C.A. to Owner.

With reference to your Notice, letter No 850 dated 26.10.99 199 and
delivered on 26.10.99 199 and the plans, Sections, Specifications and Description and
further particulars and details of your building at Sale No.2 on plot bearing CTS No.1113 &
1113/1 to 156 of village Kandivali at M.G. Cross Road, Kandivali (W)

furnished to me under your letter, dated 9.9.99 199 I have to inform you that the
proposal of construction of the building or work proposed to be erected or executed, is
hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966
as amended up-to-date, subject to the following conditions :

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH
BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL

- A.1) That the Commencement Certificate u/s. 44/69 (1) (a) of the MR & TP Act shall be
obtained before starting the proposed work.
- A.2) That the compound wall shall be constructed, after getting the plot demarcated from
the concerned authority, on all sides of the plot clear of the road widening line with
foundation below level of bottom of road side drain without obstructing the flow of
rain water from the adjoining holding, to prove possession of holding before starting
the work as per D.C. Regulation No. 38 (27)
- A.3) That the Structural Engineer shall be appointed, and Supervision memo as per
Appendix XI D.C. Regulation 5(3) (ix) shall be submitted by him.
- A.4) That the structural design & calculations for the proposed work accounting for system
analysis as per relevant I. S. code along with plan shall be submitted before C.C.



....2a/-

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Duplicate Copy

SLUM REHABILITATION AUTHORITY
5th floor, Girha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

No. SRA/ChE/217/RS/PL/AP/Rehab 2 Dec. 1998
2/11
COMMENCEMENT CERTIFICATE

To, Shri B.G. Mohite

Sir,
With reference to your application No 2837 dated 6.10.98 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. C.T.S.No. 1113, 1113/1 to 156 of village Kandivali T.P.S.No. - situated at Kandivali (W) ward R/S

The Commencement Certificate/Building Permit is granted subject to compliance of conditions mentioned in LOI U/R No. - dt - IOA U/R No. - dt - and on following conditions.

- The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
- If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
 - The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - The C.E.O. (SRA) 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 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
- The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The C.E.O. (SRA) has appointed Shri S.P. Joshi

Executive Engineer to exercise his powers and functions of the Planning Authority under section 48 of the said Act
This C.C. is granted for work up to plinth level (Rehab Bldg.No.1)

For and on behalf of Local Authority
The Slum Rehabilitation Authority



Certified Duplicate Copy

Signature
Executive Engineer
(Slum Rehabilitation Authority)
14/11/98

Signature
Executive Engineer (SRA) - III
FOR

CHIEF EXECUTIVE OFFICER
SLUM REHABILITATION AUTHORITY

Signature
(D. V. SHAH.)
Licensed Surveyor
cin. No. B/378



नोंदणी क्र. : एम.यु.एम./एस.आर.ए./एच.एस.जी./टी.सी./१२७५६/सन २०१८



सत्यमेव जयते

महाराष्ट्र शासन

नोंदणीचे प्रमाणपत्र

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येत आहे की, सुरभी कॉम्प्लेक्स- १ इ विंग

(मोहितेवाडी) एस.आर.ए. सहकारी गृहनिर्माण-संस्था मर्यादित, न.भू.क्र. १११३,

एम.जी.क्रॉस रोड नं. १, कांदिवली (पश्चिम), मुंबई- ४०० ०६७.

ही संस्था महाराष्ट्र सहकारी संस्थांचे अधिनियम १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९ (१) अन्वये नोंदविण्यात आलेली आहे. उपनिर्दिष्ट अधिनियमांच्या कलम १२(१) अन्वये व महाराष्ट्र सहकारी संस्थांचे नियम १९६१ मधील नियम क्रमांक १०(१) अन्वये संस्थेचे वर्गीकरण गृहनिर्माण संस्था असून उपवर्गीकरण श्राद्धेकरू मालकी संस्था/भाडेकरू सहभागीदारी संस्था/इतर गृहनिर्माण संस्था आहे.

कार्यालयीन मोहोर

स्वच्छ : मुंबई

दिनांक : २४/०९/२०१७



(संदीप देशमुख)

सहनिबंधक

सहकारी संस्था, पूर्व व पश्चिम उपनगर

झो.पु.प्रा. मुंबई

SURESH COMPLEX 1E WING (MOHITE WADI) SRA CHS LTD.

गुणधर २०१२.७.८

CHAIRMAN

SECRETARY

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TREASURER

MOHTEWADI 768

Ground Floor

MOHTE W

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SLUM REHABILITATION AUTHORITY

No: SRA/Ch.E./217/RS/PL/AP.

Date:

12 JAN 2016.

To,

Mr. Sanjay B. Shah.
2A & 3, Panchavati,
S.V road, Kandivali (W),
Mumbai- 400 067.

Sub: Amended plan/ Part Occupation Certificate for wing 'D', 'E' & 'F' of Composite building comprising of Ground + 7th upper floor of Slum Rehabilitation Scheme proposed on land bearing CTS No. 1113, 1113/1 to 156 of village- Kandivali of M.G cross road No.1, Mohitewadi, Kandivali (W). Mumbai-400 067 For "Mohitewadi SRA C.H.S. (Prop.)".

Ref: Your letter dated 14/12/2015.

The Part development work of wing 'D', 'E' & 'F' of Composite building comprising Ground + 7th upper floor on land bearing CTS No. 1113, 1113/1 to 156 of village- Kandivali of M.G cross road No.1, Mohitewadi, Kandivali (W), Mumbai-400 067, completed under supervision of License surveyor Shri. Sajay B. Shah vide License No. S/372, Site Supervisor Shri. Vinodchandra Santilal Chowhan vide License No. C/37/SS-II and Structural Engineer shri. K. H. Shah of M/s. Paras Consultants vide License No. STR/S/33 respectively with plan submitted by you may be occurred on the following conditions.

1. The part occupation permission is granted for 128 Nos. of rehab residential tenements, 06 Nos. of PAP & 01 No. of sale residence T/s. for wing 'D', 'E' & 'F' of Composite building.
2. That you shall submit fresh NOC from A.A & C (R/S Ward).
3. That balance conditions of letter of intent issued under No. SRA/Dy.CE/1073 dtd. 17/01/1997 shall be complied with before full OCC of composite building under reference.
4. That balance conditions of IOA under No. SRA/Ch.E/217/RS/PL/AP dtd. 19/02/1998 and amendments in plan under even No. dt. 04/09/2000 shall be applicable and should be compiled with before full OCC of composite building under reference.

Administration Building, Dada Saheb Phalke Marg, Bandra (East), Mumbai - 400 051.

SURESHI COMPLEX 1E WING (MOHITE WADI) SRA CHS LTD.

21/1/16

CHAIRMAN

SECRETARY

TREASURER

12/1/16

5. That you shall comply the conditions mention in part O.C.C. approval letter u/no. SRA/CH.E/217/RS/PL/AP dtd. 31/08/2001.
6. That you shall handover 06 nos. of PAP to MCGM before full OCC of composite building under reference.
7. That the certificate U/s. 270A of BMC Act shall be obtained from A.E.W.W (R/S) and a certified copy of the same shall be submitted this office.

A set of certified completion plan is returned herewith please.

Yours faithfully,

Executive Engineer (WS)
Slum Rehabilitation Authority

No. SRA/Ch.E./217/RS/PL/AP.

• Copy to:

- 1) Developers: Shri. Bhaskar G. Mohite.
- 2) Society: - "Mohitewadi SRA C.H.S. (Prop.)".
- 3) Asst. Commissioner R/S Ward.
- 4) A.E.W.W. R/S Ward.
- 5) A.A. & C. R/S Ward.
- 6) I.T Section (SRA).

Executive Engineer- W.S.
Slum Rehabilitation Authority.