

Monday, April 12, 2010 11:39:37 AM

पावती

Original नोंदणी 39 म. Regn. 39 M

पावती क्र.: 3349

12/04/2010 दिनांक

कांदिवली गावाचे नाव

दस्तऐवजाचा अनुक्रमांक

- 03347 -वदर11

2010

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: कमला जे शेडी

नोंदणी फी

600.00 नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (30)

₹. एकूण

8950.00

8350.00

आपणास हा दस्त अंदाजे 11:54AM ह्या वेळेस मिळेल

दुय्यम निंबधक सह दु.नि.का-बोरीवली 5

बाजार मुल्य: 834000 रु. मोबदला: 0रु.

भरलेले मुद्रांक शुल्क: 24330 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे; बॅकेचे नाव व पत्ता: विजया बॅक लि ;

डीडी/धनाकर्ष क्रमांक: 308907; रक्कम: 8350 रू.; दिनांक: 08/04/2010

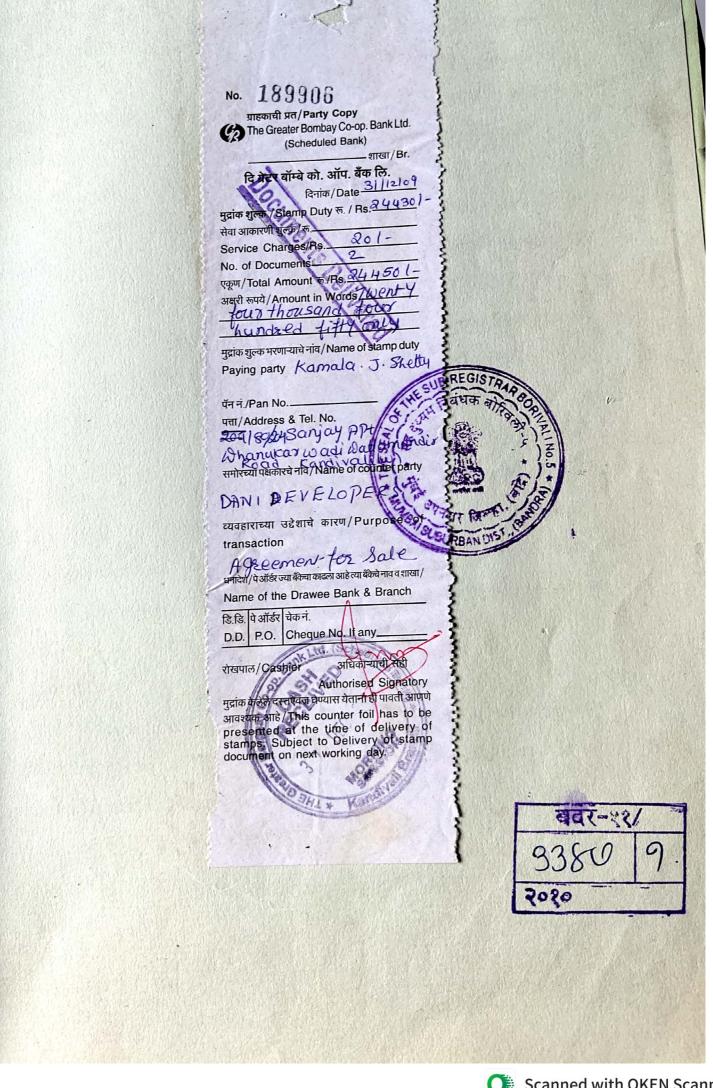
एह बुरवम निवंधक बोरीवली क्र.५ ई उपकार जिल्हा.



REGISTERED ORIGINAL DOCUMENT DELIVERED ON.

92 APR 2000





AGREEMENT

HOR	at present residing at flat No. 2 on floor
KOM	Mr. Kamada J. Shetty Mr. 1 Mrs so
*NAX	and include it's successors and assigns) of the SECOND PART AND
W)	expression shall it be repugnant to the context or meaning thereof shall meaning
MR. 9	(West), Mumbai - 400 067; hereinafter called "THE SOCIETY" (which
	registered office at Plot No. 80, Datta Mandir Road, Dhanukarwadi, Kandivli
	Maharashtra Co-op. Societies Act, 1960 (Reg.No.BOM/HSG/5139) having its
	OPERATIVE HOUSING SOCIETY LTD. a society registered under
	administrators and assigns) of the FIRST PART', KANDIVLI SANJAY CO-
	the context or meaning thereof shall mean and include his heirs, executors,
	called `THE DEVELOPER' (which expression shall unless it be repugnant to
	School, Off Saibaba Nagar, Borivli (West), Mumbai- 400 092; hereinafter
	of SHRI UMESH N.DANI having his Office at 1, Gaurav Sitare, behind Bhatia
	DEC: 2009 made BETWEEN M/s DANI DEVELOPER through its sole proprietor
(To	ARTICLES OF AGREEMENT made at Mumbai this 314 day of

Bank Ltd.Bhoomi Apt. Building Dahanukar wadi. Sector 4, Pan Enclave, Kandivali (W), Mumbai-400067, D-5/STP(V)/C.R.1024/01/05/208	nless it be repugnant to the context of meaning the port of deemed to mean not include his/her/their, executors of the hirs, againinistrator and assigns) of the hirs part of the hirs again to
	of the building known as "SANJAY" at, Dahanukarwadi, Kandivli (West),

istrict, admeasuring 556 sq.yds. Thereabeuts being Plot No. 80,00 to 20,000 to 20,000

R.00243301-P85222

burban District, admeasuring 556 sq.yds. Thereabouts being Plot No

(perpess truenty tour more bundered than

and Otherwise well and sufficiently entitled to all that piece and parcel of land or ground with building known as `KANDIVLI SANJAY' on the plot of land

Society

herein

ß.

absolutely

and

possessed

referred to as 'the said property') and more particularly described in the part of forming Dahanukarwadi Scheme of Kandivali (West) (hereinafter Schedule hereunder written.

- the Society. The Member herein is one of the Members of the Society and is in (hereinafter referred to as The said Building was comprising of 12 flats occupied by Members of _ admeasuring about 461 sq.fts. carpet area on the Gr. Floor of said Building of the Society; (hereinafter referred to as 'the said Flat'). The Society has issued dated 21/06/1980 comprising of exclusive use, occupation and possession of Flat No. 2 shares bearing distinctive Nos. 11 to 15 'the said Shares') in favour of the Member herein. 29 Share Certificate No._
- more particularly described in the Schedule Hattelter written. The Society will also granted necessary Power of Attorney impayous of the Developer of Attorney will agistered with passed a resolution to the effect that the said property should be re-developed and entered into between the Society herein therein also called the Society the Society herein did for the consideration mentioned therein granted the and the Developer herein therein also called the Developer of the Other Part, rights of development in favour of the Developer herein and agreed to allow terms and conditions The Society in its Special General Body Meeting held on 1 08 2006 through the Developer herein. By an MOU/Agreement dated the Developer to develop the said property upon the the Sub-Registrar.
- the said flat the sq.fts. Carpet area in the new building proposed Member shall be provided with a flat being Flat No. 20식 on 20이 As agreed by the parties hereton 525 floor, admeasuring_





to be constructed on the said property. Copy of the plan of the said new flat is annexed as Annexure '____' hereto and is hereinafter referred to as 'the said new flat').

The parties hereto are desirous of recording the terms and conditions mutually agreed by the parties hereto as follows:

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

- The parties hereto hereby declare and confirm that what is recited hereinabove shall be treated as declarations and representations on their respective part and forming part of this clause as if set out herein in verbatim.
- The Developer shall be entitled to develop the said property more particularly described in the Schedule there under written as per the plans and specifications as may be approved and sanctioned by the Municipal Corporation of Greater Mumbai and other concerned authorities and as per the terms and conditions of the said MOU/Agreement dated . The Member herein confirms the said Agreement.
- 3. In consideration of the Member having agreed to co-operate with the Society and the Developer herein in their development of the said property and allowing the Developer to demolish the said building including the said Flat occupied by him as per the terms and condition of the said Agreement executed by the Society with the Developer herein, and in lieu of the said fat the Member shall be provided with the said new flat in the new building to be constructed by the Developer onthe said property more particularly described in the Schedule hereunder on Ownership basis free of construction cost for equal area of the said flat. The said existing flat is admeasuring 461 sq.fts. and the said committed area of the flat as per Agreement is

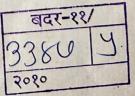


Carpet area. The said new flat shall be admeasuring	525	_ sq.fts.
Carpet area. Thus, the difference i.e. additional area shall	be	_
sq.fts. Carpet area i.e sq.fts. built up vice vers	sa. The	Member
agrees to pay the cost of the said additional area as will be m	nutually 1	finalized
between the Member and the Developer herein rate as per decide	ed.	



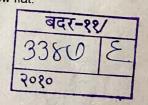
- It is agreed by and between the parties hereto that simultaneously upon the member being put in possession of the new flat to be provided under the said Agreement, the Member shall discontinue temporary alternate accommodation and the said compensation for temporary accommodation shall also be discontinued.
- 5. The Member hereby agrees and undertakes that he shall give full cooperation and render all assistance till the entire project of development will be completed in all respects.
- The parties hereto agree to co-operate with each other in implementing the terms and conditions of the said development Agreement and also further agrees not to do or be party or privy to any act, deed, matter or thing whereby the rights of any of the parties here or prejudiced.
- The Member herein upon receiving intimition from society and/or Developers agrees to hand over keys of the add that rather removing his/her all belongings for the said purpose and shall also comperate with the Society and the Developer to demolish the old building so as to commence the construction of new building on the said property.





- 8. As we have mutually agreed that the compensation to be paid for temporary alternative accommodation to the members of the Society. The parties hereto confirm the same. The Developer will pay to the Society being the compensation payable for eleven months to the members at the rate finalized per month to each member till repossession.
- 9. The Member agrees to receive the possession of the said new flat within 15 days from the date of the Society offers in writing the same and shall pay the maintenances from that date.
- 10. The Society and the Developer shall be entitled to take all such steps including to make, sign, and submit all such further and other applications, plans, schemes, documents including submitting this Agreement to the concerned authorities inclusive of Municipal Corporation of Greater Mumbai to apply for and obtain all such requisite orders, N.O.C. sanction of plans, permissions etc, for the purpose of development of the said property as it may require.
- The Member hereby declares that the Developer shall be at liberty to put up construction as per the Municipal sanctioned Plan and to dispose of the same in favour of prospective Purchasers except the REGISTAL AUTOMOBILE TO THE REGISTAL A
- 12. The Society shall simultaneously with the Member receiving a said new flat shall issue letter in favour of the Member here. The letter that the said shares shall be representing to and in respect of the said new flat.





 Stamp duty Registration charges in respect of this Agreement shall be borne and paid by the Member herein.

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

SCHEDULE OF THE PROPERTY

A Plot of Land admeasuring 556 sq.yards. with building standing thereon known as "KANDIVLI SANJAY" situated at Datta Mandir Road, Kandivli (West), Mumbai- 400 067; bearing Plot No.80, of Dahanukarwadi Scheme, C.T.S.No. 938, Revenue Village Kandivli, Taluka Borivli, Mumbai Suburban District and shown with red coloured boundary lines on the plan annexed hereto.

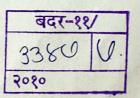


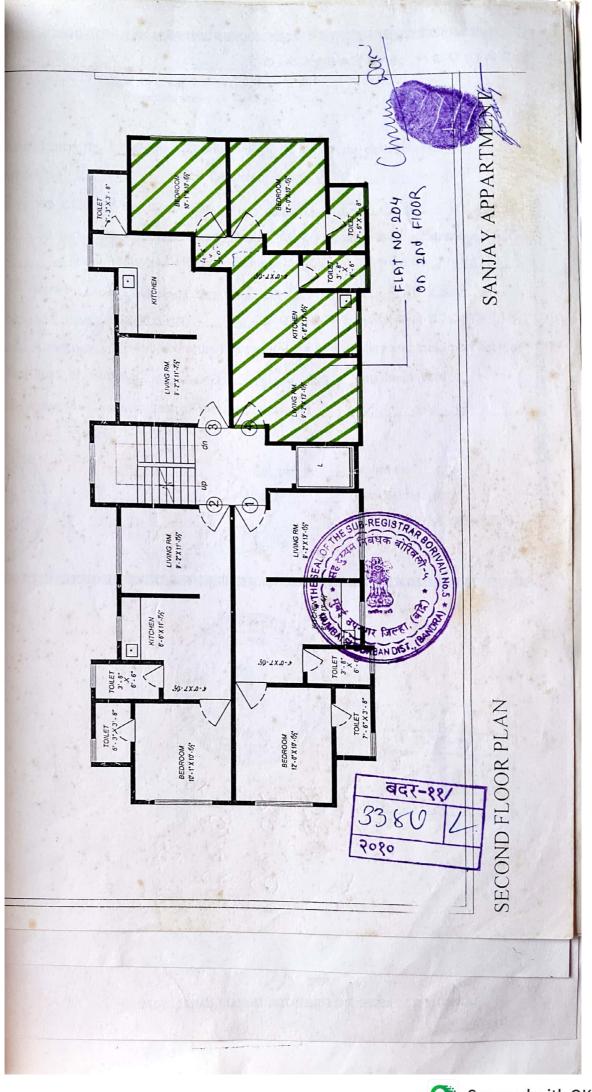




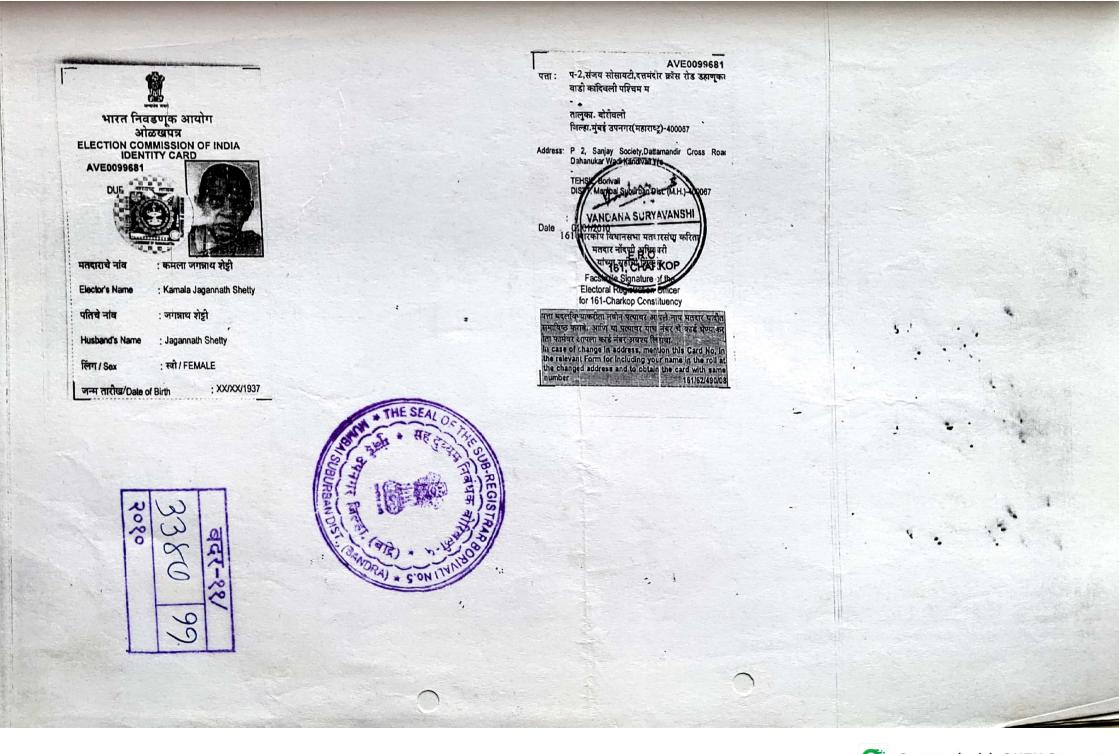








	Chairman		Date of Transfer	
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90	HOM	Xo.	Share Regr. No.	m of the trans
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	Com	ETT THERMAN STANDS TO SHARE SHARE STANDS TO SHARE STANDS TO SHARE SHARE STANDS TO SHARE STANDS	To whom transferred	Herwithin mentioned Shares
	Committee Member		Share (Ne	d Shares



Monday, July 02, 2007

पावती

Original नोटणी 39 म. भाषुत, 39 भ

कांदिवली

पावती क्र. : 5621 02/07/2007

िनांक

टरता ऐवजाचा प्रकार

दरतऐवजाचा अनुक्रमांक

करारमामा किया च्याने अधितक क्रिया करार समापनीय वदर11 - 05618 -2007

सादर करणाराचे नाव: दानी इंख. चं प्रोग्रा. उमेश एन दानी

नोंदणी फी

न्वकल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)). रूजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित पने (27)

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आपणास हा देखा अंदाचे 4:35PM धा वेदेस मिकेत

दुव्या निवधक ु वि.का-वंशेवली 5

याजार मृत्यः 7760000 रु. गरलेले गुप्रांक शुल्हः 77600 है. गंबदताः 'क्ट दृज्यम निवधक बोरीवली कः "र

सुंबई उपनगर जिल्हा.

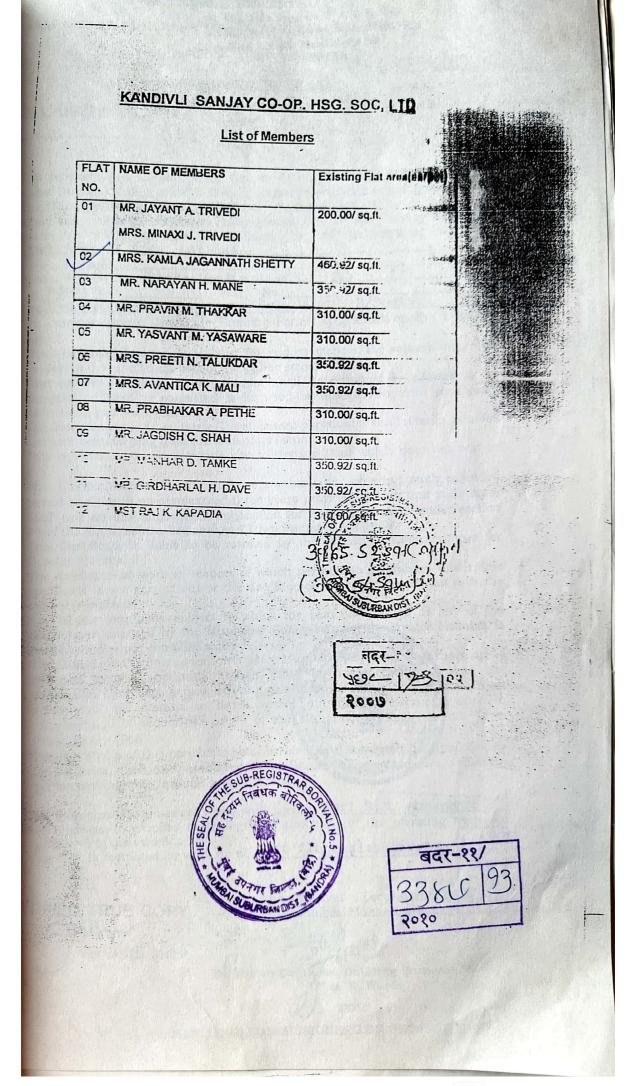
देवकाया प्रकार :डीडी/बनाकर्गाद्वारे;

बॅकेचे नाव व पत्ता: पुनां वैक मु 66 : डीडी/धनाको क्रमांक: १४१५५६: रक्तम: ३०५०) रू., धनाक: २५,८५/१९०/

REGRETTION THERMAL BOOMS INT

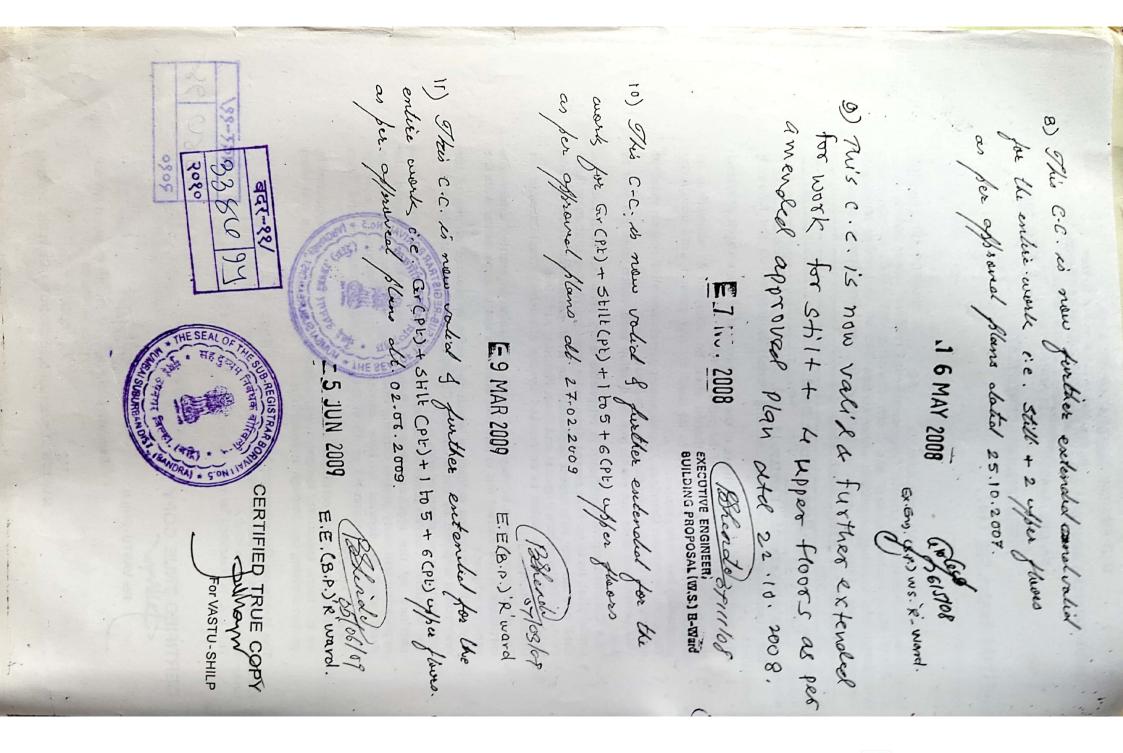


3380 2080 वदर-११



BRIHANMUMBAL MAHANAGARPALIKA MAHARASHTRA REGIONAL PLANNING ACMIAGONORM 'A') 41 Mumbal-120 000 /BP(WS) MAP/AR - 6 FEB 2008 COMMENCEMENT CERTIFICATE vali Sanjay CHS Ltd..

With reference to your application No. dated 09.07.2007 for 68 pment Permission and grant of Commencement Certificate under Section 45 & the Maharashtra Regional and Town Planning Act 1966, to carry out pment and building permission under section 346 of the Bombay Municipal ation Act 1888 to erect a building to the development work of Residential Bldg. with shop 938 at Street Datta Mandir Road emises Kandivali Plot R/South d at Dahanukarwadi, Kandivali (W) Ward ___ The Commencement Certificate/Building Permit is granted on the following ions: The land vacated in consequence of the 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 person until occupancy permission has been granted. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue. This permission does not entitle you to develop land which does not vest in 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 Municipal Commissioner for Greater Mumbai 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 conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissions Creater Mumbai is contravened or not complied with. The Municipal Commissioner for Greater Municipal Commissioner for Greater Municipal obtained by the applicant through fraud of misrepresentation and the application and every person deriving title brough of inder hihr in such an event shall be deemed to have carried out the revelopment work in event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharash Regional and Town Planning Act 1966. The conditions of this certificate shall be binding not on the fors and every on his heirs, executors, assignees, administration of streets person deriving title through or under him. The Municipal Commissioner has appointed Shri S.N. Abhang Executive Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act. This C.C. is restricted for work up to 1st floor slab level For and on behalf of Local Authority CERTIFIED TRUE COPY Brihanmumbai Mahanagarpalika For VASTU-SHILP Executive Engineer, Building Proposal (W. S.) P' & 'R' Wards MUNICIPAL COMMISSIONER FOR GREATER MUMBAI



BRIHANMUMBAI MAHANAGARPALIKA

NO.CHE/A-4255/BP(WS)/AR of 17 5 OCT 2009

Kandivali Sanjay Co. Op. Hsg. Soc. Ltd. Owner.

Office of the Dy.Gh.Eng. (B.P.) W.S.-II Municipal Blo 'C' Wing, Neer dan kru 90H, O.P. Rd.,vall (E); Mumbai-400 101

Sub : Permission to occupy the proposed building on plot bearing C.T.S. No. 938 and New CTS No. 938 /A & B of village Kandivali at Dahanukarwadi, Kandivali (W), Mumbai.

Ref :- Your Licensed Surveyor letter VSJ-668 dated 15.06,2009

Bir,

The development work of Bldg. comprising of Gr. (pt.) + Stilt (pt.) + 1st to 5th + 6th (pt.) upper floors on plot bearing CTS No. 938 and New CTS No. 938 /A & B. of Contage Kandivali at Dahanukarwadi, Kandivali (W), Mambai completed under the supervision of Shri S.S. Kalbar Lic. Surveyor NoK/230 Shri R.D. Magdum Lic. Shuctural ngipper having Lic. No. STR/M-14 and Lic. Site Supervisor, Shart This hkumar N. Dani having Lic. No. D/99/SS-I may be accupied on the following conditions:-

- 1) That the certificates under Section 270-A of B.M.C. Act shall be obtained from A.E.W.W. 'R/South' Ward and a certified copy of the same shall be submitted to this office.
- 2) That all the deposit shall be claimed within 6 years from the date of payment of within a year from the date of B.C.C. whichever is earlier, failing which the same shall be बदर-११/ forfeited.

A set of certified completion plan is returned herewith)

2080

CERTIFIED TRUE COPY Dillagran

or VASTU-SHILP

Yours faithfully,

Exec. Eng. (Bldg.Prop.) W.S. 'R' Ward



पावती

Original नॉदणी ३९ म.

योरीवली

पायती क्र. : 473

दिनांक 17/01/2007

दस्तऐवजाचा अनुक्रमांक.

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव:उमेश एन दानी - -

नोंदणी फी

100.00

नक्कल (अ. 11(1)), पृप्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (5)

एकूण

200.00

आपणास हा दस्त अंदाजे 11:38AM ह्या वेळेस मिळेल

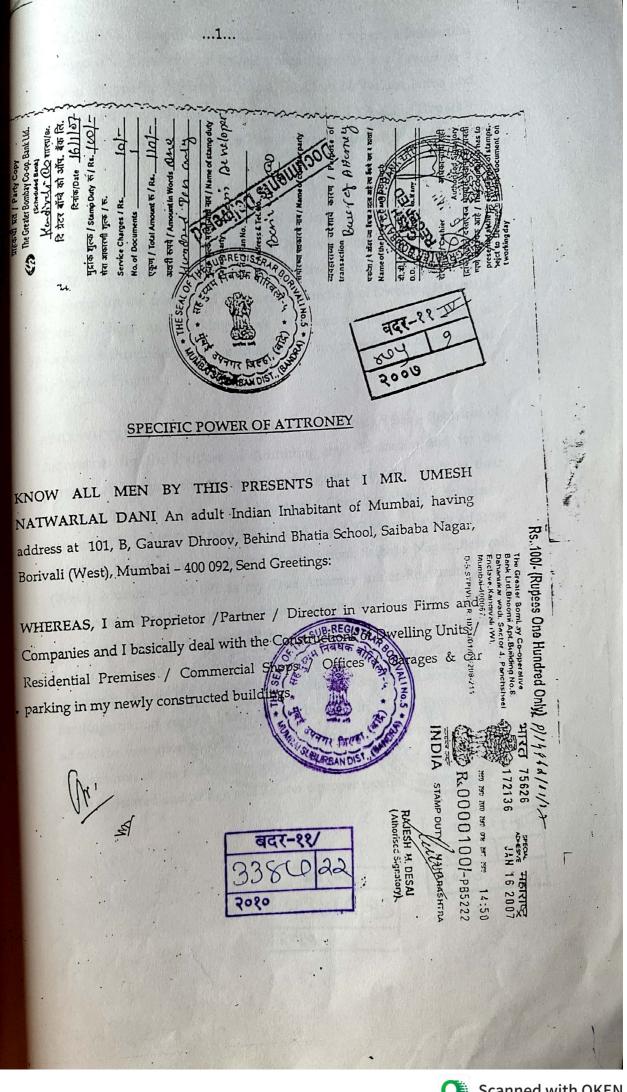
मुंबई उपतानि किलाहरीवली 5

दाजार मुल्य: 1 रु. मोबदला: 0रु.

भरतेले मुद्रांक शुल्क: 100 रु.

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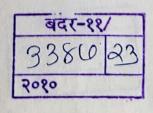


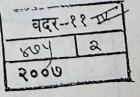


AND WHEREAS I am entitled to Purchase Various Properties Residential / Commercial / Plots and or Development Rights in my Favour as a capacity of Proprietor / Partners / and Directors of Various Firms and Companies and / or We are entitle to Sell the Said Dwelling Houses / Offices / Shops and Garages to the Prospective Purchasers in my Various Projects.

AND WHEREAS I Require to enter in to and /or to Execute Various Agreements / Deeds Conveyances and Or Development Agreements as a capacity of Proprietor / Partner / and Director of Various Firms and Companies for the purpose of Sell and or Purchase of Dwelling Houses / Offices / Shops and Parking Space / Garages or Plots in favour of Prospective Purchasers and /or In favour of my respective Companies in my Various Projects.

AND WHEREAS being unable to attend the Offices of Sub - Registrar of Assurances for the Purpose of Admitting my Execution and for the purpose of Lodging the above referred Agreements and deeds at their Bandra / Borivali / Goregoan / Mumbai / Chembur offices I do hereby appoint MR. VINOD KUMAR MISHRA, aged 23 years having address at 101, B, Gaurav Dhroov, Behind Bhatia School, Saibaba Nagar, Borivali (West), Mumbai - 400 092 as my True Attorney under Registration Act, 1908 on my behalf as my Individuals Capacity of Proprietor / Partners and / or Directors of Various Execution and to Undertakings, Agreemants and Beeds, Indemnity before the Mumbarand Bandra Sub-Registra (anchie) present it for Registration executed and Signed by me in all my Riviects and to admit the execution thereof to do any action that may be not sarry tor the Registration of the said document and to receive it backs when it h duly registered and to sign and deliver a proper receip for the factories and to sign and deliver a proper receip





THE SAID VINODKUMAR MISHRA is also authorized to appear before the Registrar of Assurances Mumbai / Bandra to Lodge the Documents like Undertaking, Declaration, Affidavits, Indemnity Bond Which are required to be Submitted to the Municipal Corporation Of Greater Mumbai, State or Union Government and shall admit my Execution before the Registrar of Assurances Mumbai / Bandra on my behalf.

IN WITNESS WHEREOF I have signed this Special Power to present the Document for Registration at Mumbai on this 16th day of JAN. 2006.7

SIGNED, SEALED AND DELIVERED

By the within named ...

MR. UMESH NATWARLAL DANI

In the presence of......

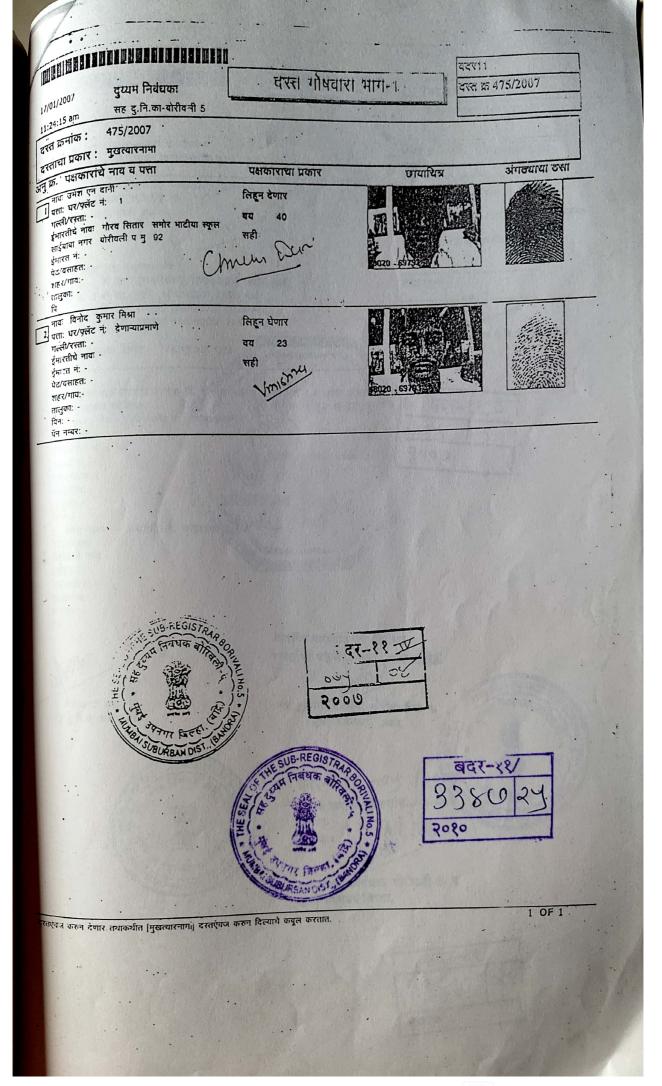
I ACCEPT THE ABOVE; ATTORNEY'S SPECIMEN SIGNATURES

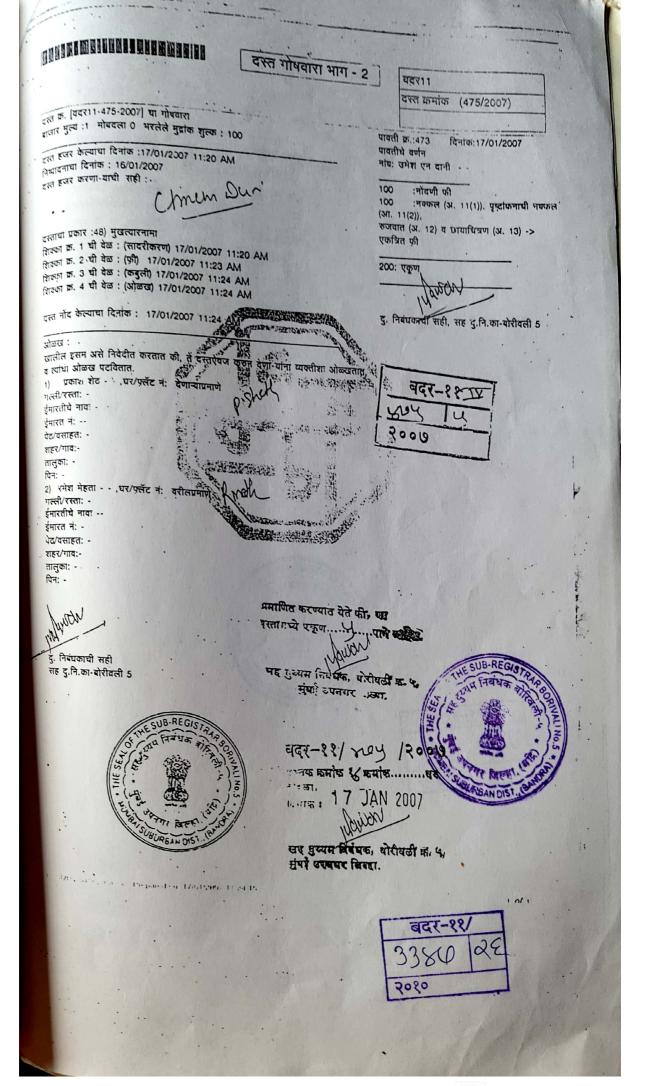
(VINODKUMAR MISHRA)

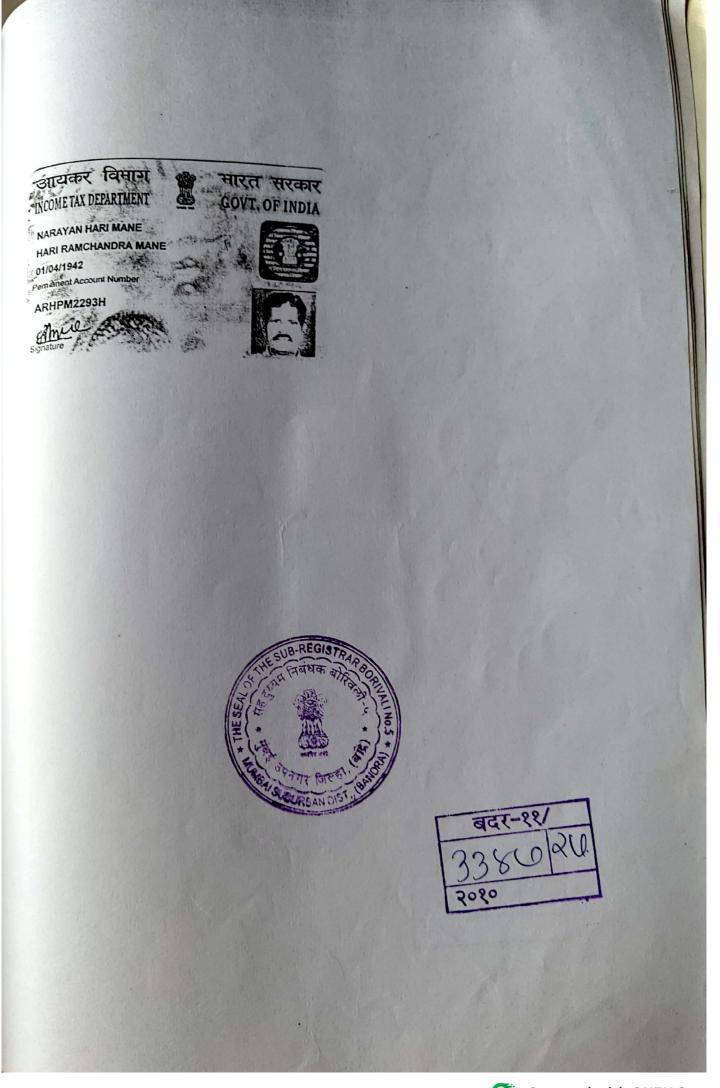
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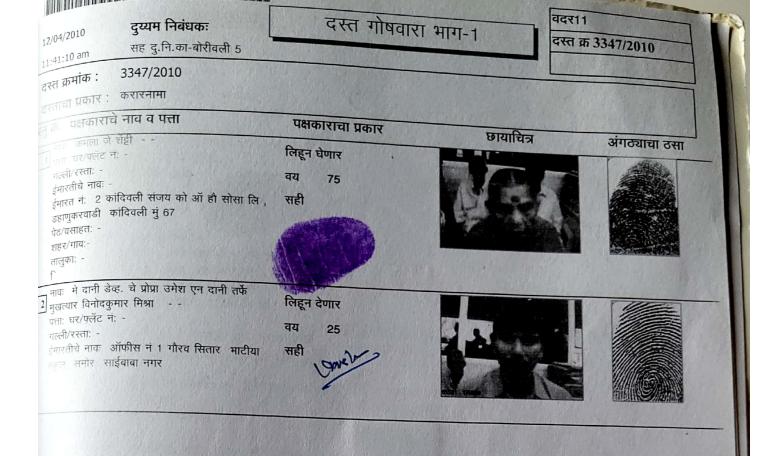
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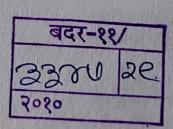












वज करुन देणार तथाकथीत [करारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

1 OF 1



