

402

ORIGINAL

(a) (1)

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सूची क्र. 2

दुयम विभाग Joint S.R. Mumbai City 2

फाईल क्रमांक 1790/2017

नोंदणी

Regn-63m

गावाचे (Village Name) : Tardev

1) विवेकाचा प्रकार (Title)	6-Notice of intimation regarding mortgage by way of deposit of Title Deed
2) कर्जाची रक्कम (Loan amount)	Rs.50000000/-
3) भू-भाषण पौरहिस्ता व पत्रमाक(भगणपत्र) (Property Description)	1) Corporation, मुंबई मनस Other details Building Name SANTOSHI MATA CHS, MUMBAI CENTRAL, Flat No:402, Road:DR DB MARG, Block Sector Landmark - (Survey Number: 332 .) 2) Corporation, मुंबई मनस Other details Building Name CENTRAL AVENUE CHS, MUMBAI CENTRAL, Flat No: 1202, Road:DR DB MARG, Block Sector Landmark - (Survey Number: 332 .)
4) क्षेत्रफळ (Area)	1) Build Area :400.00 / Open Area :0 Square Foot 2) Carpet Area :686.50 Square Foot
5) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagor)	1) Name: MANGILAL A BAFNA Age: 51, Address Building Name:1202 CENTRAL AVENUE, Floor No:12, Flat No:1202, Road:DR DB MARG, City:MUMBAI CENTRAL, State:MAHARASHTRA, District:MUMBAI, Pin:400008 ,PAN: AACPB5133F 2) Name: VIMALA M BAFNA Age: 49, Address Building Name:1202 CENTRAL AVENUE, Floor No:12, Flat No:1202, Road:DR DB MARG, City:MUMBAI CENTRAL, State:MAHARASHTRA, District:MUMBAI, Pin:400008 ,PAN: AEYPB1294F
6) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee)	Bank Name: BANK OF INDIA Address: MANDVI (MVI)
7) गहाण / कर्जाचा दिनांक (Date of Mortgage)	15/06/2017
8) नोंदीस फाईल केल्याचा दिनांक (Date of filing)	16/06/2017
9) फायलींग नंबर (Filing No.)	1790/2017
10) मूद्रांक शुल्क (Stamp Duty)	Rs.101600/-
11) फायलींग शुल्क (Filing Amount)	Rs.1300/-
12) Date of submission	15/06/2017
13) टिप (Remark)	-

15/06/2017

Note:-Generated Through eSearch module. For original report please contact concern SRO office.

गावाचे (Village Name) : **Tardev**

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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai on this 27th Day of April, 2009

BETWEEN

M/S PAREKH HOLDINGS, a Partnership firm, registered under the Indian Partnership Act 1932, having its registered office at 100, Sant Savata Marg, Byculla, Mumbai - 400010, hereinafter referred to as "the Developer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partner or the partners for the time being the survivors or survivor of them and their respective heirs and legal representatives) of the ONE PART.

AND

Mr. Mangilal Amichandji Bafna, Residing at, A-36, Gitanjali Building, Dr.Dadasaheb Bhadkamkar Marg, Mumbai 400008, Indian - adult hereinafter referred to as "The Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her ~~his~~ heirs, executors, and administrators) of the OTHER PART:

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WHEREAS

(A) Sir Mohammed Yusuf Trust, herein after referred to as the 'Said Trust' for the sake of brevity, created under the deed of Trust dated 29th April 1929 and amended in Hon'ble High Court Bombay in Suit No. 1286 of 1951 by the decree dated 19th February, 1952 passed by the Hon'ble High Court and duly registered Trust bearing Registration No. 2081 of Book No. 1 of 1929. The Said Trust is seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing ~~of~~ of Tardeo Division, Mumbai admeasuring about 40 ~~sq~~ Sq. Meters along with the Chawls / Structures known as "Hall Kasam Chawl" thereon, (hereinafter referred to as "Said Property") and is more particularly described in the First Schedule hereunder written.

(B) The City Survey Plan of the Said Property is annexed hereto as Annexure "A" and the Property Card of the Said Property is annexed hereto as Annexure "B". The Said Property and ~~is~~ in the revenue records in the names of the Trustees of the Said Trust. The Said ~~Property~~ along with the structures thereon is assessed by the Municipal Corporation of Greater Mumbai (hereinafter referred to as MCGM) under Assessment No. 4601, 4595-95, 4592, 10, 4599 & 4631, "D" Ward. The Said Trust, being the landlords are paying assessment taxes to the MCGM and are collecting the monthly rent from the Tenants and issuing rent receipts.



UNREGISTERED SIGNATURE

FOR THE PART OF THE BUYER

16:11

16:03

(C) The Assistant Charity Commissioner, Greater Mumbai Region, Mumbai, by an Order No. 4/1971 dated 27th January, 1993 has held that Sir Mohammed Yusuf Trust is not a "Charitable Trust" and hence sanction of the Charity Commissioner is not required under Sec. 36 of Bombay Public Trust Act 1950 for the sale / development of the properties of the Said Trust.

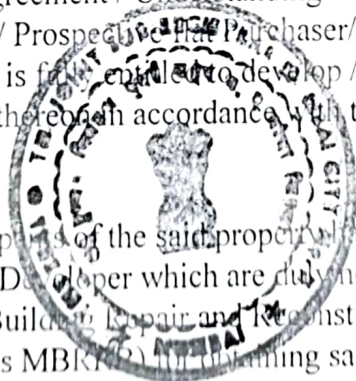
(D) The said Trust through its Trustees has assigned the development rights of the said property to the Developer herein under the development agreement dated 30th March 2002, registered with the Sub Registrar of Assurance at Mumbai on 24th Sept, 2004 under Sr. No. BBE 8151/2004.

(E) The Said Trust through its Trustees have also executed Power of Attorney Empowering, authorizing and nominating the Developer as their constituted attorneys to redevelop the Said Property as per the terms and conditions set out in the Development Agreement and sell the premises constructed thereon which is duly registered on 24th September 2004 under Serial. No. BBE 8158/2004 in the office of the Sub-Registrar of Assurances at Mumbai.

(F) Pursuant to the execution of the Development Agreement the Said Trust filed Trust Petition No.3 of 2003 in the Hon'ble High Court Mumbai for obtaining sanction for redevelopment of the Said Property by the Developer as per the terms of the Development Agreement which has been granted by the Hon'ble High Court, Mumbai by the order dated 13th February, 2004.

(G) The Developer by the said Development Agreement have acquired the development rights to redevelop the Said Property, together with the Tenants / Occupants in possession of the said Structure known as "Haji Kasam Chawl" which was constructed prior to 1940. The Trustees of the Said Trust have authorized, empowered and entrusted the Developer with the rights to negotiate with the Tenants/ Occupants, to allot and give the Tenants/Occupants permanent alternate accommodation upon redevelopment in the newly constructed building, and to sell the balance redeveloped area to the prospective purchaser/s and to execute the necessary Agreement / Understanding and such other documents with the Tenants / Occupants / Prospective Purchaser/s in respect of the Said Property. The Developer is fully entitled to develop / redevelop the Said Property and construct building/s thereon in accordance with the plans sanctioned by the MCGM.

(H) The Tenants/Occupants of the said property have given their irrevocable consent in writing to the Developer which are duly notarized and submitted to the Chief Officer, Mumbai Building Repair and Reconstruction Board (MHADA Unit) (herein after referred to as MBRRB) for obtaining sanction for re-development of the Said Property. The Tenants / Occupants are entitle for permanent alternate accommodation in the proposed new building meant for their rehabilitation and the Developer have executed agreement for Permanent Alternate Accommodation with the respective Tenants / Occupants. The Tenants / Occupants who were occupying the residential premises in the said property have been allotted permanent alternate accommodation in the "A" and "B" Wings of the building constructed on the said Property and the Tenants /Occupants occupying commercial premises have been



14
Ltd. Of the Tenants / Occupants shops and flats and adequate car / scooter parkings have been provided to them in the stilt of "A" and "B" Wings.

(I) The Chief officer of MBRRB has sanctioned the redevelopment of the Said Property by their letter dated 3rd May 2003 bearing Reference No. R / NOC / P- 1236 / 1567 / MBRRB/ of 2003 which is annexed hereto as Annexure "C". The Developers are redeveloping the Said Property as per I.O.D. issued by MCGM, bearing No. EB/9827/D/A of 2004 dated 10/09/2004 which is annexed hereto as Annexure "D" and the Commencement Certificate issued by the MCGM on 23/9/2004 which is annexed hereto as Annexure "E" The Additional Collector & C.A. Urban Land Ceiling under the provisions of the Urban Land (Ceiling & Regulations) Act 1976 has granted permission to the Developer vide N.O.C No.C/ULC/D-111/22/7772 dated 03/09/2004 which is annexed hereto as Annexure "F".

(J) The Title of the Said Property has been investigated by M/s. Gaonkar & Co. (Advocates & Solicitors) by taking searches, inspection and verification of the title documents from the concerned departments of various authorities and have confirmed it to the Developer that the title of the Said Property is clear, marketable and free from encumbrances by issuing the Title Certificate which is annexed hereto as Annexure "G".

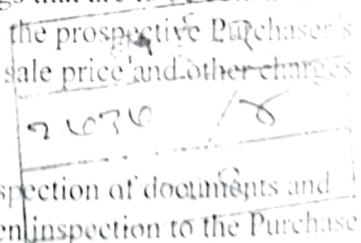
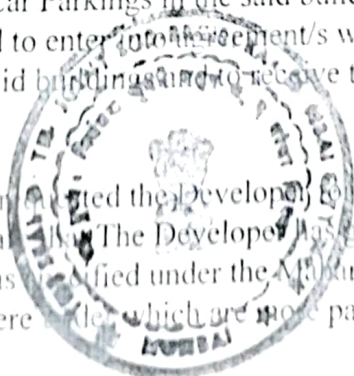
(K) The Developer has appointed M/s. I. A. Parekh having their office at 100, Sant Savta Marg Byculla Mumbai 400 008 as Architects who are registered with the Council of Architects, and M/s. Hanware Consultants having their office at A/G-2/ Pioneer Heritage Residency Daulat Nagar, Santacruz, Mumbai 400054, as RCC Structural Designer for the preparation of the structural design and drawings of the buildings The development of the said property shall be under the professional supervision of the Architects and the structural Engineers till the completion of the construction of the buildings on the said property.

(L) The Developer has constructed Residential /Commercial buildings comprising of Residential Flats / Shops / Offices / Garages / Basement Mechanical Jack double height Car Parkings on the Said Property in accordance with the plans sanctioned by the MCGM.

(M) The Developer has the sole and exclusive right to sell the premises being the Flats/ Shops / Offices / Basements/ Garages / part Terrace /Terrace / Stilt / Commercial areas / Car Parkings in the said buildings that are to be constructed on the Said Property and to enter into agreement/s with the prospective Purchaser/s of the premises in the said buildings and to receive the sale price and other charges in respect thereof.

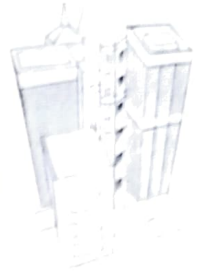
(N) The Purchaser has accepted the Developer for inspection of documents and hereby state and declare that The Developer has given inspection to the Purchaser of all the documents as required under the Maharashtra Ownership of Flats Act and the rules made there under, which are more particularly set out as under :

- (i) Title documents of the Said Property
- (ii) Documents relating to the Developer's right to develop and sell the premises of the Said Property.





Parekh Holdings
BUILDERS & DEVELOPERS



ADMN. OFFICE :
3, CRESCENT CHAMBERS, 3RD FLOOR,
TAMARIND LANE, FORT, MUMBAI - 400 001
PHONE : 2267 0073 • 2265 2518

REGD OFFICE
100, SANT SAVTA MARG,
MUMBAI - 400 010
PHONE : 2372 3394 • 2372 3395

- 2 -

We have no objection to your giving a loan to the above buyer and his mortgaging the said flat with you by way of security for repayment, notwithstanding anything to the contrary contained in the said agreement.

We also undertake to inform and give proper notice to the co-operative housing society, about the flat being so mortgaged. However if, instead of co-operative housing society, a Condominium or an association of apartment owners is formed and Deeds of Apartment are executed in favour of Apartment owners, we undertake to inform the Bank immediately about the formation of such condominium and/or Association of Apartment Owners and execution of Deeds of Apartments.

Yours faithfully,
For PAREKH HOLDINGS





(Authorised Signatory)

c.c. Santochimata Co-operative housing society Ltd.
C. S. No. 332, Dr. D. B. Marg, Mumbai Central, Mumbai - 400 008

Purchaser after reading and understanding the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this agreement.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part of thereof. The Purchaser shall have no claim save and except in respect of the said premises. The remaining portion of said property, other unsold flats/car parking spaces, common areas, etc. shall always be the property of the Developer.

The purchaser agreed to the terms set out herein unconditionally and that the undertakings are irrevocable and binding upon the Purchaser, his/her/their heirs, executors and administrator and shall also be applicable to the prospective purchasers who shall purchase the said premises from the purchaser herein and the purchaser undertakes to incorporate the terms set out herein in the agreement for transfer of the said premises to such prospective purchasers without affecting the rights of the Developer as agreed herein.

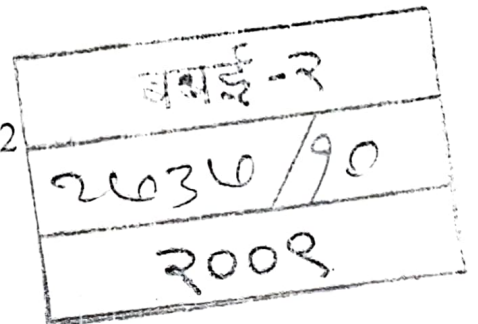
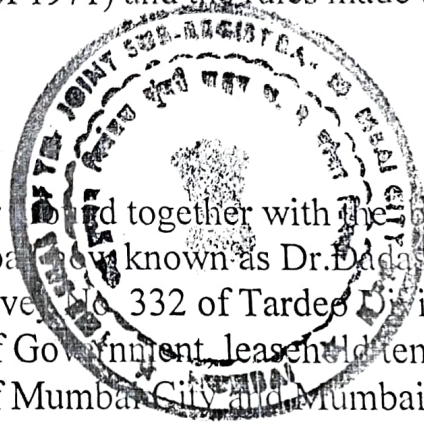
This agreement shall always be subject to the provisions of Maharashtra Ownership Flat Act (Mah. Act No. XV of 1971) and the rules made there under.

“FIRST SCHEDULE”

ALL THAT pieces and parcel of land or land together with the buildings standing thereon situate at Lamington road now known as Dr. Dadasaheb Bhadkamkar Marg bearing cadastral survey No. 332 of Tardeo Division, admeasuring about 4047.41 Sq. Mtrs. of Government leasehold tenure within the Registration Sub-District and District of Mumbai City and Mumbai Suburban District of “D” ward Municipal Corporation of Greater Mumbai and bounded as follows:

On or towards East : Lamington Road (Dr. D.B. Marg)
On or towards West : C. S. No. 2/332
On or towards South : C. S. No. 327
On or towards North : C. S. No. 1/332

“SECOND SCHEDULE”



electrical meter rooms, entrance lobbies, entrance foyers and lobbies and refuge floors / fire fighting areas.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPERS M.S. PAREKH HOLDINGS

)
)
) For Parekh Holdings

Shri Shakir Umar Shareef

)
) Partner

IN THE PRESENCE OF

1. [Signature]) _____
2. [Signature]) _____
SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER

Mr. Mangilal Amichandji Bafna

) M. A. Bafna

In the presence of

1. [Signature]) _____
2. [Signature]) _____



RECEIPT

RECEIVED from the within named Purchaser Mr. Mangilal Amichandji Bafna a sum of Rs : 2,00,000/- (Rupees: Two lakhs only) by Cheque No. 887273 drawn on Bank India dated 27/04/2009. being the earnest amount towards Flat no.402 on Forth Floor in "B" wing of Shri Santoshimata Co-Operative housing society ltd. bearing C.S. No. 332 of Tardeo Division, situated at Lamington Road now known as Dr. Dadasaheb Bhadkamkar Marg , Mumbai Central , Mumbai - 400 008.

WE SAY RECEIVED

FOR PAREKH HOLDINGS

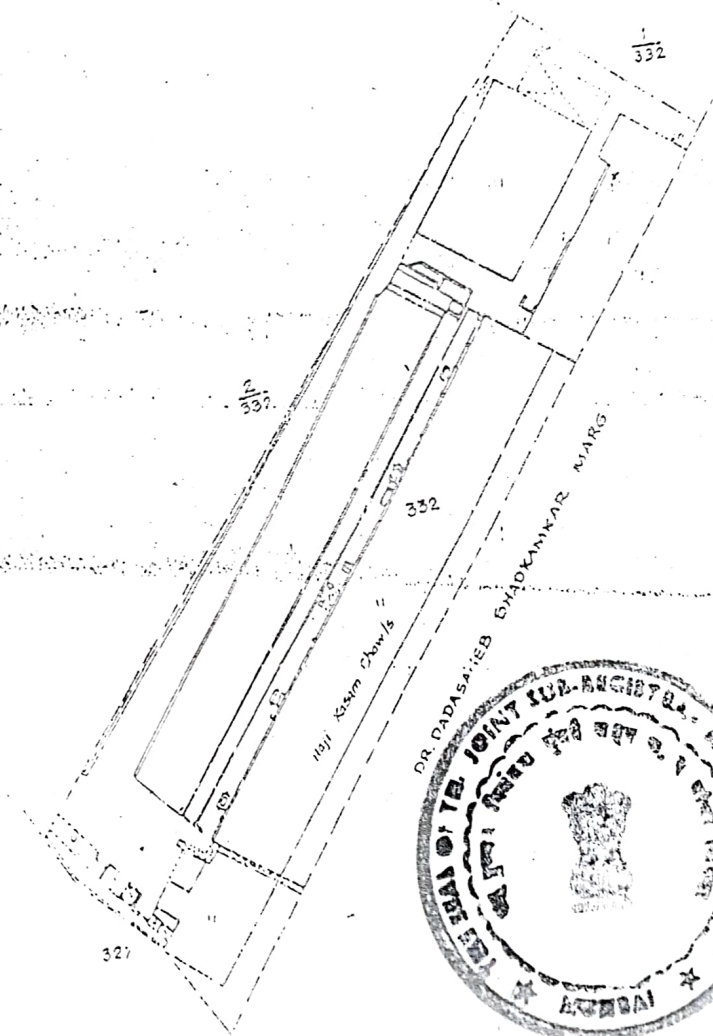
)
) Partner

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ANNEXURE "A"

TRUE EXTRACT

FROM
 CADASTRAL SURVEY SHEET NO. 247 (5TH EDN. 1970)
 SHOWING
 CADASTRAL SURVEY NO. 332
 OF
 TARDÉO DIVISION
 SCALE: 1 CM = 5 METRS



CHARGES FOR THE CERTIFIED COPY OF
 TRUE EXTRACT OF THE PLANS. 1/27/-
 RECALLED BY: *[Signature]*
 COMPARED BY: *[Signature]*
 MUMBAI
 DATED 18/4/08

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[Signature]

ANNEXURE NO 13

MFR-414-2001-10,000 Forms

Form 346
SS

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

By Eng. Bldg. Proposal (City)
Municipal Offices 3rd Floor,
10 S. K. Hafizuddin Marg, Byculla,
Mumbai - 400 008.

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

No. EB/9827/D/A
No. E.B./CE/ BS/A of 200 - 200

MEMORANDUM

M/s. Parekh Holdings
100, Sant Savta Marg
Mustafa Nagar
Mumbai 400 010

Municipal Office,
Mumbai 10/19/2004

With reference to your Notice, letter No. 1431 dated 5.5.2003 and delivered on 5.5.2003 and the plans, Sections Specifications and Description and further particulars and detail of your building at property bearing C.S.No.332 of Tardeo Div. furnished to me under your letter, dated 5.5.2003. I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended upto date; my disapproval by thereof reasons :-

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

1. That the commencement certificate under Section 44/69(1)(i) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed 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).
3. That the low lying plot will not be filled up to a reduced level at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specifications for layout (D.C.) for access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting the construction work and the access and set back land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E. (F.C.)/E.E. (S.W.D.) of City before submitting Building Completion Certificate.

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

Subject to your so modifying your intention as to obviate the before mentioned objections and objections, but not otherwise you will be at liberty to proceed with the said building or work as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force on the 29 day of Sept. 2005, but not so as to contravene any of the provisions of the Act as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

[Signature]
Executive Engineer, Buildings
Zone, City-2

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS PROPERTY.

(2) Under Section 68 of the Mumbai Municipal Corporation Act, as amended, the Municipal Corporation for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) The Commissioner has fixed the following rates:-

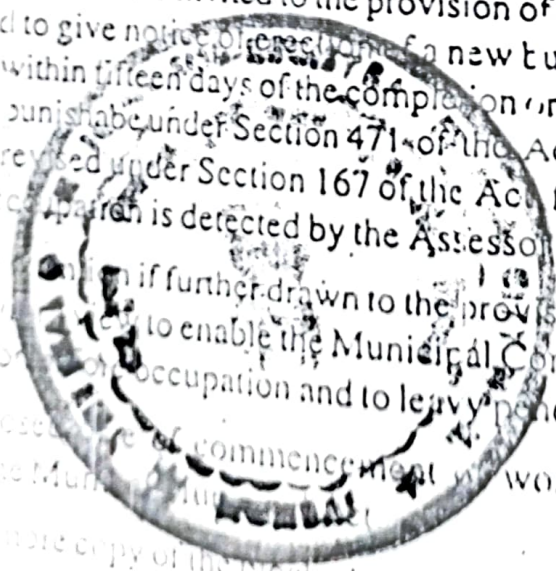
~~xxxxxx~~

~~(a) No. 100 (60 cms) above the ground level of the building shall be charged at the rate of Rs. 100 per sq. ft. per annum.~~

~~(b) No. 100 (60 cms) above the ground level of the building shall be charged at the rate of Rs. 100 per sq. ft. per annum.~~

~~(c) No. 100 (60 cms) above the ground level of the building shall be charged at the rate of Rs. 100 per sq. ft. per annum.~~

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable for taxes is required to give notice of erection of a new building or occupation of building which has been completed, within fifteen days of the completion or of the occupation whichever first occurs. This provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the building is liable to be revised under Section 167 of the Act from the earliest possible date in the current year in which completion or occupation is detected by the Assessment and Collector's Department.



(5) Your attention is further drawn to the provision of Section 353-A about the necessary of site plan certificate which is to be submitted to enable the Municipal Commissioner for Greater Mumbai to inspect the building and to levy a penalty for non-compliance under Section 471 of the Act.

(6) Proposed date of commencement of work should be communicated as per requirements of the Municipal Corporation.

(7) One true copy of the block plan should be submitted for the Collector, Mumbai Suburban District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site by the Collector under the Urban Revenue Code.

MUNICIPAL CORPORATION OF GREATER MUMBAI

Ex. Eng. Bldg. Porposal (City) - I
E' Ward Municipal Offices 3rd Floor,
10 S. K. Hafizuddin Marg, Byculla,
Mumbai - 400 008.

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/ 9827 / D 1A of 23/9/04

COMMENCEMENT CERTIFICATE

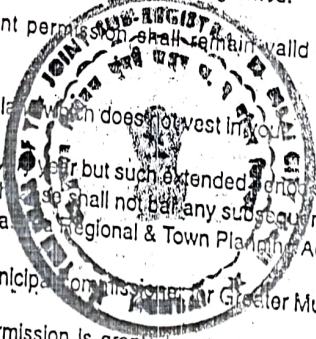
To,
M/s Parekh Holdings
100 Sant Sawa Marg
Mustafa Bazar
Mumbai 400010



Sir,

With reference to your application No. 3273 dated 5/5/2003 for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town planning Act, 1966, to carry out development for Proposed Redevelopment of property bearing C No. 332 of Ward Division D.B. Marg and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. 332 on Plot No./C.S.No./C.T.S. No. 332 Ward D Division D.B. Marg Situated at Road / Street D.B. Marg Village/Town Planning Scheme No. D.B. Marg Ward D the Commencement Certificate/ Building permit is granted on the following conditions:-

- 1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such extension shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai, if :-
 - a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanction plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c) The Municipal commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting 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 Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.



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2008

P.T.O.

6) The Municipal Commissioner has appointed Assistant Engineer, to exercise his powers and functions of the said Act. This c.c. is granted upto plinth level only for wing 'A' & wing 'B' & wing 'C'.
 This Commencement Certificate is valid upto 22/9/05

For and behalf of Local Authority
 The Municipal Corporation of Greater Mumbai.

Sd/-
 Assistant Engineer
 Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.
 EM/9827/DIA - DT. 23/9/04



to Architect

[Signature]
 23/9/04
 AEBPC-III

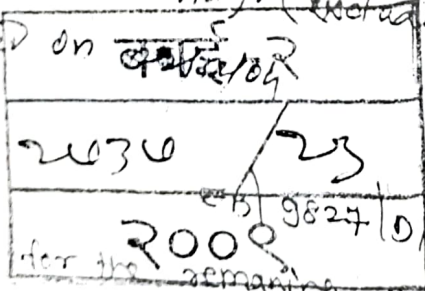
EM/9827/DIA dt. 14/10/04

This c.c. is further extended for entire work of wing 'A', wing 'B' & wing 'C' to checking of plinth.

EM/9827/DIA dt.

[Signature]
 14/10/04
 AEBPC-III

Plinth of the 191dg. (including portion of banner camp) is checked on 23/9/04



Plinth for the remaining portion is checked on 19/5/07

[Signature]
 23/12/04
 AEBPC-III

Portion is checked on 19/5/07

[Signature]
 AEBPC-III

~~This c.c. is further extended for entire work of wing 'A', wing 'B' & wing 'C' to checking of plinth.~~

EM/9827/DIA dt. 21/2/08

This c.c. is endorsed for the entire work as amended plan dt. 16.2.2008

~~*[Signature]*~~
~~AEBPC-III~~

Date: 3/9/2004

To,
 Shri. Haroun Ajim A.R. Yusuf and others,
 The Trustees of Sir Mohamed Yusuf Trust,
 C/o. Shri. I.A. Parekh (Architect) Gala No. 100,
 Sant Savta Marg, Mustafa Bazar, Mumbai 10

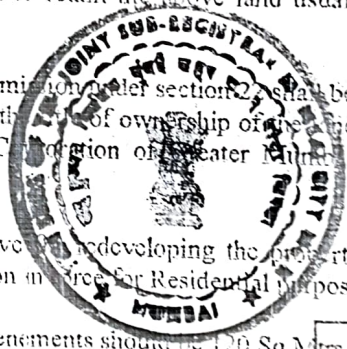
Sub: Permission for redevelopment of property bearing
 C.S No.332 of Division Tarden
 Mumbai City.

Sir/Madam/Gentleman,

A. Please refer to your Architect's letter No. NIL dated 12.7.2004 seeking permission for redevelopment of the above mentioned property.

B. At this stage, the land is non vacant and within the meaning of the U.L.(C&R) Act, 1976, because it is built up with Four structures which containing Two dwelling units. The calculation of plinth area, land appurtenant, additional land appurtenant etc. show that the land is non vacant to the extent of 4047.41 Sq.Mtrs (Four thousand forty seven and point forty one Sq.Mtrs) excluding area under road set back to the extent of NIL Sq.Mtrs.

Thus, the question of permission under section 22 of the ULC Act, 1976, in your case can be considered only when the land becomes vacant after all the structures are demolished with the consent of the existing occupants /tenants of the premises and the proposed building has been constructed as per approved plans and is on the verge of completion. The order under section 22 with permission to retain the above land usually contains the following conditions.



1. The letter of indent and permission under section 22 shall be subject to the applicant's producing proof regarding the title of ownership of the land, possession area and user thereof. The Municipal Corporation of Greater Mumbai should verify the same before issuing IOD/CC.
2. The permission is, operative in redeveloping the property in accordance with the provision of D.C. Regulation in force for Residential purpose.
3. The maximum size of the tenements should be 120 Sq.Mtrs plinth area.
4. Not more than one dwelling unit shall be sold allotted to one family.
5. Existing tenants/occupants shall be rehabilitated by you in the redevelopment scheme. You should submit the names and number of tenants/occupants of the structure, the area occupied by each of them, the alternative proposed by you and the agreement entered into with each of the tenants by you to this office, Municipal Corporation of Greater Mumbai to ensure rehabilitation of existing tenants/occupants as per their rules.
6. Form No.VI prescribed in rule No.12 u/s.22 of the Act, shall be filed within a period of three months from the demolition of the existing structure. Question of issuing regular order u/s.22 for the land falling vacant due to demolition of structures will be considered only after the existing structures are demolished, and proposed building has been constructed as per approved plans and is on the verge of completion.
7. The construction work of redevelopment shall be completed within the period of 5 years from the date of issue of this letter of intent.

प्लिथ क्षेत्र - २
2636 / 28

Dated:- 03 MAY 2003

To,
Mr. I. A. Parekh,
Gala No. 100, Sant Savia Marg,
Mustafa Bazar, Mumbai 400 010.

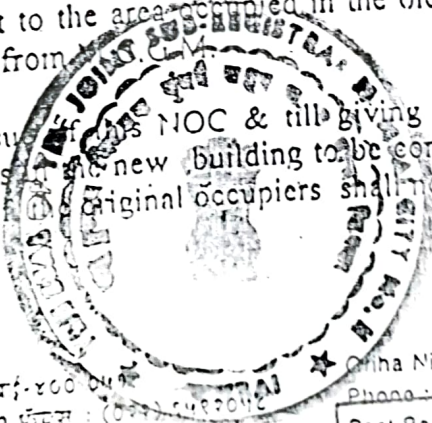
Sub :- Redevelopment of Property bearing C.S.No. 332 of Tardeo Divn.,
Ward Nos. D-4062, D-4599 & 4631, 4601, 4595-96 & 4592 ,
Bldg./ Street Nos. 30A, 30-42, 44-80 & 80A, Dr. D B. Marg,
Mumbai, known as "Hajji Kasam Chawl"

Ref :- Your letter dated 19.04.2003:

Gentlemen,

With reference to the above subject matter and letter under reference "No Objection Certificate" is hereby granted for redevelopment of captioned property with FSI 2.5 or the FSI required for rehabilitation of existing occupiers plus 50% incentive FSI, whichever is higher, in accordance with the modified D.C. Regulation 33(7) and Appendix - III to this Regulation 33(7) sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999 , subject to the following terms and conditions -

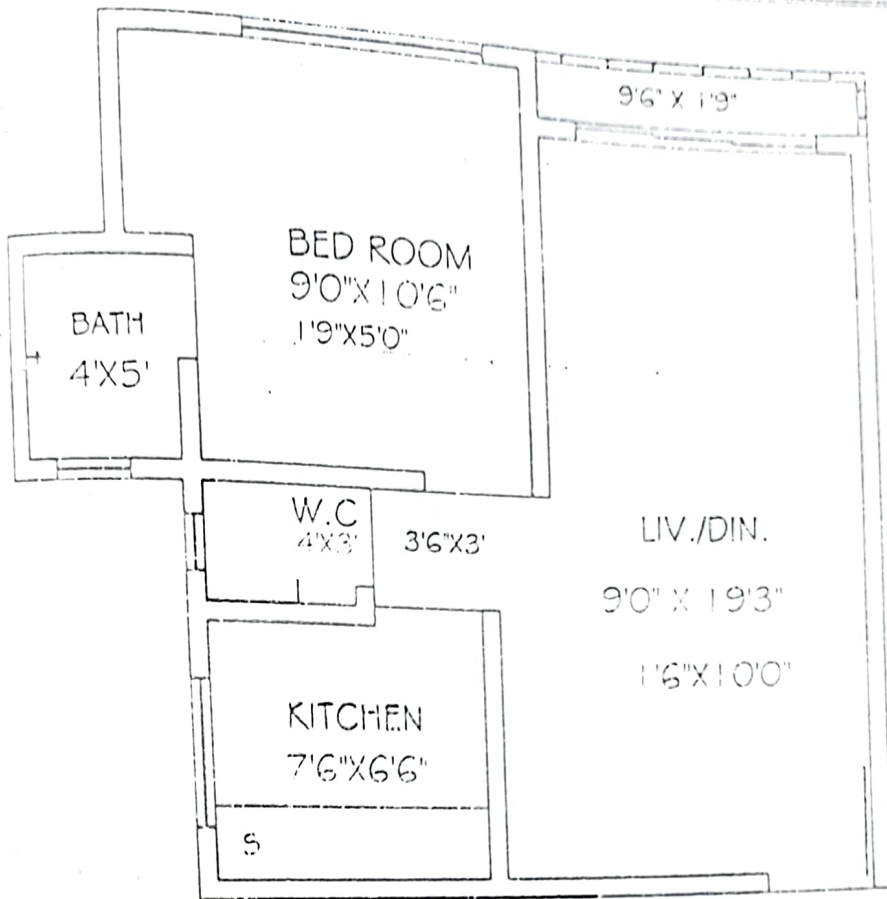
- 1) All the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to the minimum carpet area of 20.90 sq.mt. (225 sq.ft.) and/or maximum carpet area 70 sq.mt. (753 sq.ft.) as provided in the MH&AD Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Accordingly the plans be got approved from the City Engineer.
- 2) After issuance of the NOC & till giving possession of tenements to the original occupiers the new building to be constructed, sale / transfer of tenancy rights by any of the original occupiers shall not be allowed under any circumstances.



Chhina Nirman Bhavan, Bandra (East), Mumbai - 400 051.
Phone : 6592877, 6592622 - Fax : (022) 6592050
Post Box No. 1125

2034 / 20
2003

विशाही 'डू'



6'0" WIDE PASSAGE

INTERIOR LAYOUT FOR PROPERTY C.S.NO.332,
DADA SAHEB BADKAMAKAR MARG, MUMBAI

Handwritten signature



बचई - २
२०३५ / ३९
२००९

घोषणापत्र

मी श्री. ~~र. म. एस्. का. वी. थ.~~ वय

वर्ष, थंदा -----, रा. १००, ~~सल सावला मंगि,~~

याद्वारे घोषित करतो की, दुय्यम निबंधक, -----

यांचे कार्यालयात ----- या शिर्षकाचा दस्त नोंदणीसाठी

सादर करण्यात आला आहे. -----

यांनी दि. ११/१२/०४ -- रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी,

सादर दस्त नोंदणीस सादर केला आहे/ निष्पादित करून कबुलीजबाब दिला

आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी रद्द केलेले नाही किंवा

कुलमुखत्यारपत्र लिहून घेणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य

कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबादल ठरलेले नाही. सादरचे

कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यांस मी पूर्णतः सक्षम आहे

सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२

अन्वये शिक्षेस मी पात्र राहिले जाई मला जाणीव आहे.



Handwritten signature

कुलमुखत्यारपत्रधारकाचे नांव व सही

दिनांक २२/०४/२००९

बयर्ड - २
२४३५/३२
२००९

Union Bank of India, Mumbai
 Branch: A. G. B. Road, P. B. Road
 & Development
 Department, Fort, Mumbai - 400 001
 U.S. STAT. PROC. N. 1003/03/04/2105/02

27771 16/21
 19530
 2004
 12 45
 R-00002001-235007
 INDIA STAND OUT

FOR UNION BANK OF INDIA
 M. G. MARG BRANCH

AUTHORIZED SIGNATORY



POWER OF ATTORNEY

TO ALL TO WHOME THESE PRESENTS SHALL COME, that WE,
 M/S. PAREKH HOLDINGS through its partners (1) MR. SHARIF U.
 SHAREEF & (2) MR. IQBAL A. PAREKH, both Indian inhabitants
 having their office at 100, Sant Savta Marg, Mustafa Bazar,
 Opp. Union Bank of India, Bvculla Mumbai - 400 010. SEND
 GREETINGS:-

WHEREAS M/s. Parekh Holdings have exercised their
 development rights, in respect of immoveable property bearing
 Cadastre Survey No. 332 and 2/332 of Tardeo Division, situate
 at Dada Bhabhabhadramkar Marg, Lamington Road, Mumbai - 400
 008, from the Owners Sir Mohamed Yusuf Trust vide Development
 Agreement duly registered under No. 155 बवर्डी-२ dated
 28/9/2004.

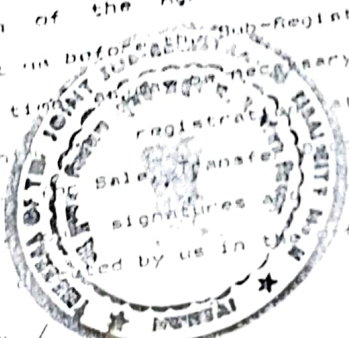
No. 155 बवर्डी-२ dated
 20/3/04
 2008

AND WHEREAS since we are unable to remain personally
 present in the office of the Sub-Registrar for the purpose of
 admitting the execution of the various Agreements entered by

us from time to time in respect of immovable property bearing Cadestral Survey No. 332 and 2/332 of Tanded Division situate at Dada Saheb Bhadkankar Marg, Langinton Road, Mumbai - 400 008, it has become necessary for us to execute the Power of Attorney in favour of 1) Mr. Shadab N. Shaikh, age about 27 years, residing at 63/C, Peerbhoy Mansion, 2nd Floor, Flat No. 7, Morland Road, Agripada, Mumbai - 400 017, and 2) Mr. Malyanch S. Batavia, age about 26 years, residing at 2/36, Ameya Co-op. Hsg. Soc., Ambedkar Nagar, Worli, Mumbai - 400 018, as our true and lawful Attorney to do the following acts, deeds, matters and things.

NOW ALL MEN BY THESE PRESENTS, M/S. PARENTH HOLDINGS through its partners (1) MR. SHAKIR U. SHARIF & (2) MR. IQBAL A. PAREKH, hereby nominate, constitute and appoint 1) MR. DWADAR N. SHAIKH, residing at 63/C, Peerbhoy Mansion, 2nd Floor, Flat No. 7, Morland Road, Agripada, Mumbai - 400 008, and 2) MR. MALYANCH S. BATAVIA, residing at 2/36, Ameya Co-op. Hsg. Soc., Ambedkar Nagar, Worli, Mumbai - 400 018, as our true and lawful Attorney to do the following acts, deeds, matters and things.

- To lodge the Agreement For Sale and other documents in any executed by us and required for registration in the concerned office of the Sub-Registrar of Assurances and to admit the execution made by us before him.
- TO APPEAR before any office of the Sub-Registrar, in Mumbai or other authority for the purpose of admitting the execution of the Agreements made from time to time and representation before the Sub-Registrar and to present and lodge for all time for any necessary and to present and lodge before the Registrar of Assurances and to present and lodge Agreements for Sale and Transfer of immovable property and to admit the execution of the documents and to admit the execution of the documents in writing by us in the office of the Sub-Registrar.



Stamp: OF ASSURANCE AT MUMBAI
 and to present and lodge
 2038
 Roos
 of the documents

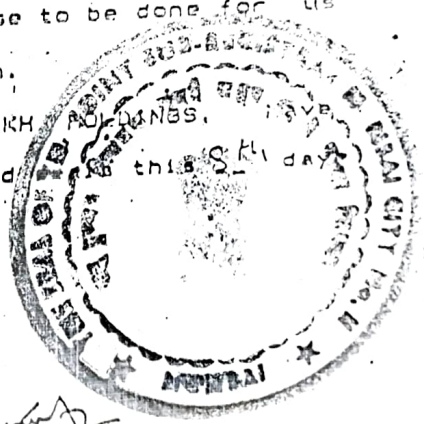
CERTIFIED TRUE COPY

Assurances at Mumbai and cause to register the same and shall make necessary payment of stamp duty and Registration charges. To do any act, deed, or thing as may be necessary to complete the registration of the said deed in the manner required by law and when it has been returned after being duly registered, to give proper receipt and discharge for the same.

3. We hereby agree that all acts, deeds and things lawfully done by our said attorney shall be constructed as acts, deeds, and things done by us and we undertake to ratify and confirm all and whatever that our said attorney shall lawfully do in their single name and cause to be done for us by virtue of this Power of Attorney given.

IN WITNESS WHEREOF WE, M/S. PAREKH HOLDINGS, hereunto set and subscribed our hands and
of Dec, 2004.

SIGNED, SEALED AND DELIVERED by the)
with named M/S. PAREKH HOLDINGS)
through its partners,)
(1 MR. BHAKIR U. SHAREEF,)
(2 MR. IQBAL A. PAREKH,)
in the presence of.....)
Before me.



WE, 1) MR. SHADAB N. SHAIKH, 2) MR. HALYANCH S. PATAVIA do hereby agree, confirm and accept the power of attorney in our favour.


2034/34

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AACPB5133F

नाम / NAME
MANGILAL A BAFNA

पिता का नाम / FATHER'S NAME
AMICHAND BAFNA

जन्म तिथि / DATE OF BIRTH
07-08-1965

हस्ताक्षर / SIGNATURE


आयकर निदेशक (पद्धति)
 DIRECTOR OF INCOME TAX (SYSTEMS)



इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले
 प्राधिकारी को सूचित / वापस कर दें
 आयकर आयुक्त (कम्प्यूटर केन्द्र),
 सी-13, प्रत्यक्षकर भवन,
 चांद्रा-कुर्ला कॉम्प्लेक्स,
 मुंबई - 400 051.

If this card is lost/found, kindly inform/return to



दुय्यम निबंधकः
मुंबई शहर २ (वरळी)

दस्त गोपवारा भाग-१

पत्रक ३२
दस्त क्र. २७३७७/२००९
५२

२७३७/२००९

: करारनामा

राचे नाव व पत्ता

पक्षकाराच प्रकार

छायाचित्र

अमोचंदजी वाफना
प्लॉट नं: ए३६, गीतांजली वि. डॉ दादासाहेब
मुं ०८

लिहून घेणार
वय ४४
सही

M.A.B.H



पारख होल्डिंग तर्फे भागीदार श्री शकिर
तर्फे मुखत्यार श्री एम एस वटाविया
प्लॉट नं: १०० सत सावंता मार्ग,
१०

लिहून देणार
वय ३५
सही

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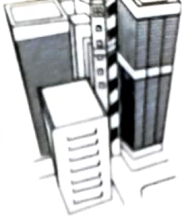


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सह दुय्यम निबंधक
मुंबई शहर क्र. २.



Parekh Holdings
BUILDERS & DEVELOPERS



ADMN. OFFICE :
3, CRESCENT CHAMBERS, 3RD FLOOR,
TAMARIND LANE, FORT, MUMBAI - 400 001
PHONE : 2267 0073 • 2265 2518

REGD. OFFICE :
100, SANT SAVTA MARG,
MUMBAI - 400 010
PHONE : 2372 8394 • 23

To,
The Manager,
Bank of India,
Mandvi Branch,
Mumbai.

Date: 29-May-2009

Sub : Mortgage Loan against Flat No. 402 on 4th Floor in
Santoshimata Co-operative housing society Ltd.

Dear Sir,

This is to confirm that we have sold flat No.402 on 4th floor in the Building called "Shri Santoshimata Co-operative Housing Society Ltd." situated at C. S. No : 332, Dr. D. B. Marg, Mumbai - 400 008 to Shri Mangilal Amichand Bafna for a total consideration of Rs.21,00,000.00 under an agreement dated 28-April-2009.

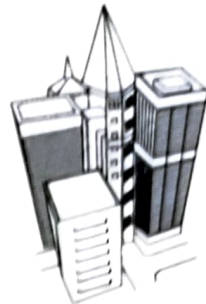
We confirm that we have obtained necessary permission/ approvals/ sanctions for construction of the said building from all the concerned competent authorities and the construction of the Building as well as the flat is in accordance with the approved plans. We assure you that the said flat as well as the said building and the land appurtenant thereto are not subject to any encumbrance, Charge or liability of any kind whatsoever and that the entire property is free and marketable. We have clear, legal and marketable title to the said property and every part thereof of Agreement of Sale.

We also confirm that to the best of our knowledge, Shri Mangilal Amichand Bafna have not raised any finance from any other source to buy the said flat.

..... 2



Parekh Holdings
BUILDERS & DEVELOPERS



ADMIN. OFFICE :
3, CRESCENT CHAMBERS, 3RD FLOOR,
TAMARIND LANE, FORT, MUMBAI - 400 001
PHONE : 2267 0073 • 2265 2518

REGD. OFFICE :
100, SANT SAVTA MARG
MUMBAI - 400 010
PHONE : 2372 8394 • 2373

- 2 -



We have no objection to your giving a loan to the above buyer and his mortgaging the said flat with you by way of security for repayment, notwithstanding anything to the contrary contained in the said agreement.

We also undertake to inform and give proper notice to the co-operative housing society, about the flat being so mortgaged. However if, instead of co-operative housing society, a Condominium or an association of apartment owners is formed and Deeds of Apartment are executed in favour of Apartment owners, we undertake to inform the Bank immediately about the formation of such condominium and/or Association of Apartment Owners and execution of Deeds of Apartments.

Yours faithfully,

For **PAREKH HOLDINGS**





(Authorised Signatory)

c.c. Santoshimata Co-operative housing society Ltd.
C. S. No. 332, Dr. D. B. Marg, Mumbai Central, Mumbai – 400 008