



Thursday, March 02, 2006

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Regn. 39 M

पावती

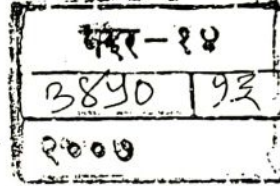
पावती क्र. : 1247

दिनांक 02/03/2006

गावाचे नाव मुलुंड

दस्तऐवजाचा अनुक्रमांक वदर14 - 01248 - 2006

दस्ता ऐवजाचा प्रकार करारनामा



सादर करपाराचे नाव: कस्तुरबेन एस. गाला

नोंदणी फी

15260.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

1000.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (50)

एकूण रु.

16260.00

आपणास हा दस्त अंदाजे 1



दुय्यम निबंधक
साह दु.नि.का-कुर्ला 4

बाजार मुल्य: 1430609 रु.

भरलेले मुद्रांक शुल्क: 60050 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: विजया बँक ;

डीडी/धनाकर्ष क्रमांक: 278446; रक्कम: 15260 रु.; दिनांक: 01/03/2006

दुय्यम निबंधक कुर्ला क्र. ३,
मुंबई उगनगर जिल्हा.

DELIVERED

ICICI Bank

Customer Copy

Deposit Br. _____ Date: 11/3/06

Pay to : ICICI Bank Ltd. A/C Stamp Duty

Franking Value	Rs.	600.50/-
Service Charges	Rs.	10/-
Total	Rs.	600.50/-

Name of Stamp duty paying party :

(D) Kasturben S. Galga
Mahakali Pham.
Mulund (E)
Mumbai-400081

Received With Thanks
 Rs. 600.50/- only
 Payment of Stamp Duty

DD / Cheque No. _____

Drawn on Bank Cash

DAN. NO. AAOPS 4534

For Bank's Use only

Transit (Stamp) No. 972

Officer Agaito

₹ 600.50

2,850 98

2000

₹ 600.50

₹ 600.50

₹ 600.50



Sub-Registrar
 Padmal Agrhotri

RS. SIXTY THOUSAND FIFTY ONLY

THIS ARTICLES OF AGREEMENT made at Mumbai, this 22 day of March Month, in the Christian year Two Thousand And Four BETWEEN M/S JAY DEVELOPERS through the sole proprietor SHRI RAJESH V. SINDHARIA aged adult of Mumbai, Indian Inhabitant, having its office at 10/1 Kowak Dargah Above U.T. Mulund (W), Mumbai-400 080, hereinafter called as the "DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the FIRST PART AND SHRI SMT. Mrs. Kasturben S. Galga & Kumar S. Galga aged adult of Mumbai Indian Inhabitant, residing at 727 Kalawadi Mithaykar Cross Road, Near Riddhi Sagar Apartment, Thakurwadi, Mulund (E), Mumbai-400081, here in after called as the "PURCHASER", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/ their heirs, executors, administrators and assigns) of the SECOND PART

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WHEREAS :-

a) The land being City Survey No 492 (pt.) admeasuring about 3/98.2 sq.mts at Village Gavanpada Mulund(E) belongs to Maharashtra Housing Development Authorities. (Hereinafter for brevity's sake to be referred to as the "Said Authority") However, the said plot of land has been unauthorizedly occupied by various tenants & occupants since the last number of years, and therefore, the said authority was unable to develop the said property. The said tenants and the occupants have been in use and occupation of the said premises and also the possession of the various documents show their possessors rights.

b) The Authority has thereafter prepared up-gradation scheme for carrying out environmental improvements of the said plot of land by providing infrastructural facilities and amenities such as common loiter, common stand pipes internal gutter line, sewage etc. for rehabilitated slum dwellers on a square tenure systems and for rehabilitation of the Slum-Dwellers.

c) The said slum dwellers subsequently formed and registered a cooperative Housing Society called Gavanpada Ekta Co-operative Housing Society Ltd vide their registration No BOM/ WT/ HSG (TO) 2927/87-88 and enrolled the tenants & occupants as their bonafied members.

d) After negotiations with the Maharashtra Housing And Area Development Authority by the Society the said Authority has Agreed and decided to give the said plot of land to the society for their members to construct the tenements thereon on lease basis for the initial period of 30 years with further option to renew said lease for further period of 20 years on such of the terms and conditions as laid down therein.

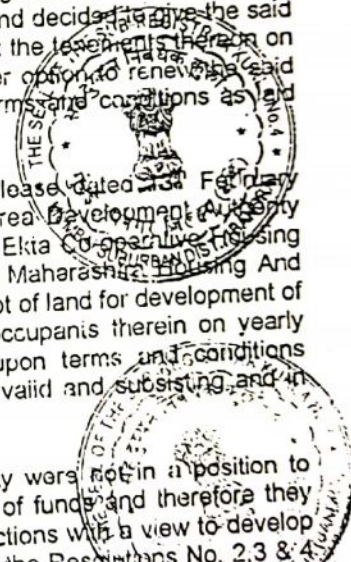
e) Accordingly by an Agreement of Indenture of lease dated 23rd February 1991 executed between Maharashtra Housing And Area Development Authority being the Party of the First Part and M/s. Gavanpada Ekta Co-operative Housing Society Ltd. Being the Party of the Second Part, the Maharashtra Housing And Area Development Authority had leased out the said plot of land for development of the said property and rehabilitation of tenants and occupants therein on yearly lease rent and on such of the deposits as also upon terms and conditions mentioned therein. The said lease agreement is still valid and subsisting and in force.

f) The tenants and occupants of the said society were not in a position to develop the said property because of the deficiency of funds and therefore they have appointed developer namely M/s. Eden Constructions with a view to develop the said property. Accordingly the society pursuant to the Resolutions No. 2,3 & passed in the meeting of Committee members held on 4th October, 1992 appointed the Developer M/s. Eden Construction to develop the said property by constructing a multi-storey building or buildings on the said land for their members & for utilizing the balance floor space Index (FSI) for constructing flats, Shops, garages etc. for sale by the Developers to the outside Purchaser according to the Development Control Regulations 1991 and according to the Slum Redevelopment Scheme under Resolution No. 33 (10) of the said Development Control Regulations. The said Developer has also undertaken to pay the cost of the professional fees of Architect Municipal Deposits etc. Rs.15000/- on behalf of the Tenants.

g) The Chairman and Secretary have been authorized in meeting held on 4th October, 1992 by the society to enter into an Agreement with the Developer for the entrustment of the said property Accordingly by a Development Agreement dated 5th October, 1992 executed between the said Gavanpada Ekta Co-op.Hsg. Soc. Ltd. Being the Society of the First Part and M/s Eden Constructions being the Developers of the Second Part and Mr. P. P Thomas being the Co-Ordinator of the Third Part, the society has entrusted the development rights of the said property in favour of the developers on such of the terms & conditions as mentioned therein.

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h) Under the said Development Agreement it has been authorized by the Society to the Developer to provide all the members of the Society as per the list in Annexure II self contained free of cost tenement admeasuring 225 sq.ft. Carpet free of costs and further the Developers shall be entitled to develop & sell the remaining balance FSI available on the said property on ownership basis to the total exclusion of the society.

i) In order to obtain various licences and authorities from the M.H.A.D.A authorities and B.M.C authorities the society has also executed a irrevocable General Power of Attorney dated..... in favour of the said Mr. P.P. Thomas one of the partner of the Developer to enable them to obtain the permission & develop the said property and to allot the tenements to the member of the society and further to sell the balance F.S.I to the prospective Purchaser that may be available on the said property.

j) Under the said Agreement the said Developer shall construct the flats, units, shops, garage etc. & to deal with the same and/or to obtain the transferable development rights by constructing additional F.S.I thereon in their absolute discretion.

k) Under the said Agreement and the Power of Attorney executed between the Society and the Developers, it was further agreed by the society that if the said Developer desirous to join some other Co-Developer therein the Society shall not object for the appointment of the aforesaid develop in joint venture with the said Developer. In view of the above by an Agreement dated 14 June 2002 executed between M/s. Eden Constructions being the Party of the First Part and the Developer above named being the party of the Second Part the said M/s. Eden Construction has entrusted the development rights in favour of Developer above named on such of the terms and conditions as mentioned therein.

l) In order to obtain all the licenses and permission the said M/s. Eden Constructions has also executed a Power of Attorney dated 2nd July, 2002 in favour of Developer herein to obtain permissions from the various authorities for development of the said property.

m) In conformity with the aforesaid Joint Venture Agreement dated 14 June 2002 the society has vide their letter dated 1.7.2002 in terms of Managing Committee Meeting held on 30th June 2002 passed resolution that the Developer above named should complete the project as per the Joint Development Agreement therein.

n) Pursuant to the Agreement the Society has also handed over the vacant and peaceful possession of the said property to the Developers herein in the capacity as an irrevocable licensee to enable them to develop the said property.

o) The Promoter/Developers got prepared a plan in respect of the building to Constructed on the said property more particularly described in Schedule hereunder written and submitted the same to the Slum Redevelopment Authority for its sanction. The Slum Redevelopment Authority has sanctioned the said building plan under its proposal No.....

p) Pursuant to the sanctioned plan and IOD bearing No..... The Municipal Corporation of Greater Mumbai has granted commencement certificate under its permission No..... thereby permitting and/or authorizing the Developers/Promoters to commence the construction work on the said property more particularly described in Schedule herein under written as per the sanctioned plans and as per the specifications, elevations, sections of the building in the said plan and accordance with the said order.

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q) The Developer/Promoters have already entered into a standard Agreement with the Architect Shri. Sanjay Ayare of Mumbai as Architect registered with the council of Architect, and Structural Consultant Shri. R.C. Tipnis the Structural Engineers. As per the agreement the Developers/Promoters have with the said Architect and Structural Engineer for the Purpose of preparation of the said property more particularly described in the schedule hereunder written, the Developers/Promoters declare that they have accepted the Professional Services and supervision of the said Architect and structural designers till completion of the said project.

r) The Purchasers/Developers has/have been fully satisfied with the title of the Owners & also the Developer and others in respect of the said property, and the authority of the Developers/Promoters herein to develop the said property and to sell, transfer and/or dispose of the shops/flats/premises/garages or the other tenements in the building to be constructed on the said property, on ownership basis and the Purchaser/s has/have agreed not to make any requisitions and/or to call for further documents on the title and authority of the Promoters/Developers herein and that the Purchasers accept the title certificate issued by Mrs. Paul Gangarkar & Co Advocates High Court as final and conclusive. A copy whereof is annexed hereto and marked as Annexure 'D'.

s) As per the D.C rules of the M.M.C under the T.D.R Scheme the Developers are entitled to consume additional FSI to the extent of 100% of the ~~area of the~~ said property, and as such the Promoters/Developers herein propose to construct additional floors as and when they will acquire such floating FSI.

t) Pursuant to the sanctioned plan the Developer/Promoter herein have commenced and construction work of the said building to be erected on the said property.

u) The Developers/Promoters have started selling flats/units etc. in the said building to be constructed on the said property to the intending Purchaser/s by entering into separate Agreements for sale on what is Known as "Ownership Basis" in the form of these presents under the provision of Maharashtra Ownership Flats Act XIV 1963 and the rules made there under (hereinafter for brevity sake to be referred to as "the said Act and the said Rules")

v) The Purchaser/s has/have also prior to execution of these presents taken inspection of the title deeds/Documents pertaining to the property as recited herein above, the orders passed by the Revenue, ULC City Survey Authorities, BMC from time to time and all other relevant documents and City Survey Records as required to establish the nature of title of owner to the said property, to be developed by the Developer/Promoters as per the plans and a copy of the Floor Plans/ Location Plans/ Specifications of the flat agreed to be purchased by the flat Purchaser/s and as approved by the Slum Redevelopment Authority pursuant to the hereinabove recited orders, have been annexed hereto and marked as Annexure 'A', 'B' and 'C'.

w) The Developers/Promoters have supplied to the Purchaser/s such of the information and documents mentioned in Section 3 of the said Act and Rules 3 and 4 of the Said Rules as demanded by the Purchaser/s.

x) The flat Purchaser/s have herein applied to the Developers/Promoters for the allotment of a flat/ shop/ Parking space being flat/garage No..... 602/B... on 6th floor in the building to be known as MAHAKALI DHAM being constructed on the said property more, particularly described in the schedule hereunder written. The Developers/Promoters and Purchaser/s herein are desirous of entering into an Agreement in writing as provided under Maharashtra Ownership

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Flat Act, XIV, 1963 and the rules made there under and under the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and as such the Developers/Promoters agreed to enter into a contract in respect of the entire flat/garage/car parking space as stated herein above in the said building to be constructed on the said property described in the schedule hereunder written on what is known as "OWNERSHIP BASIS" upon & subject to the terms and conditions herein after appearing.

NOW THEREFORE THESE PRESENTS WITNESSTH AND IT IS AGREED BY AND BETWEEN BOTH THE PARTIES HERETO AS UNDER:

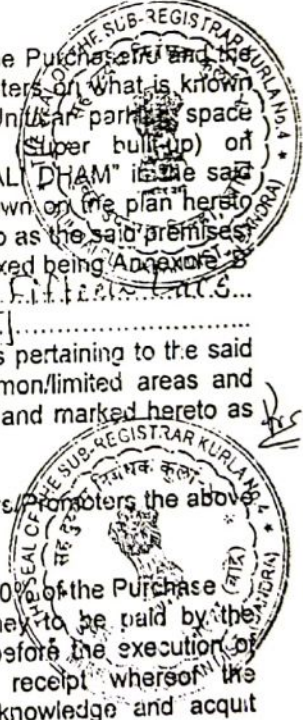
1) The Developers/Promoters shall under normal conditions construct in all 2 buildings having same names in the said building complex to be known as "MAHAKALI DHAM" A & B agreed to be constructed on the said property (after demolishing the existing structures at appropriate stages) more particularly described in the schedule hereunder written in accordance with the SRA scheme and with the Buildings plan sanctioned by the Mumbai Municipal Corporation and inspected by the Purchaser/s herein and the Purchasers has/have also agreed that the Developers/Promoters may carry out such variations and modifications therein as the Developers/Promoters may consider necessary or as may be required to be done and/or considered proper by the Slum Redevelopment Authority or any other local body or Authorities concerned.

2) The Developers/Promoters hereby agree to sell to the Purchaser/s and the Purchaser/s agree to purchase from the Developers/Promoters on what is known as "OWNERSHIP BASIS" a flat/tenements/shop/garage/Unit/Car parking space bearing No. B1.6.0.2 admeasuring 545 sq.ft. (Super built up) on 6th floor in the building to be known as "MAHAKALI DHAM" in the said building Complex to be Known as "MAHAKALI DHAM" shown on the plan hereto annexed and marked as Annexure 'A' (hereinafter referred to as the said premises with amenities and specifications as per the list hereto annexed being Annexure 'B' at or for the price of Rs. 15,26,000/- (Rupees Fifteen Lacs & Twenty Six Thousand Only) including proportionate price of common areas and facilities pertaining to the said premises, the nature, extent and description of the common/limited areas and facilities, are more particularly described in a list annexed and marked hereto as Annexure 'F'.

3) The Purchaser/s hereby agrees to pay the Developers/Promoters the above referred Purchase price in the following manner.

- a) Rs. (Rupees 3,05,200/- being 20% of the Purchase Price as and by way of earnest money to be paid by the purchaser/s to the Developers on or before the execution of these presents (the payment and receipt whereof the Developers do hereby admit and acknowledge and acquit release and discharge the Purchaser and the said premises from the same forever.)
- b) Rs. (Rupees 1,52,600/- being 10% of the purchase price to be paid by the Purchaser/s to the Developers on completion of the work up to plinth.)
- c) Rs. (Rupees 5,49,360/- being 36% of the Purchase price to be paid by the Purchaser/s to the Developers in equal proportion on completion of each slab i.e. 4.5% per slab, all together 12 slabs.)
- d) Rs. (Rupees 1,37,340/- being 9% of the Purchase price to be paid by the Purchaser/s to the Developers on completion of the walls.)

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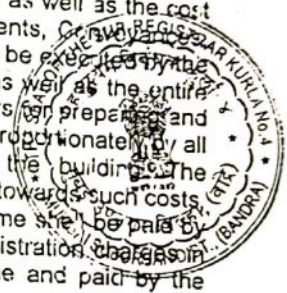
48) The terrace of the said building including the parapet wall shall be the total property of the Developers/Promoters. The Agreement with the Purchaser/s and all other Purchaser/s of flats/garages/car parking spaces in the said building shall be subject to aforesaid rights of the Developers/Promoters who shall be entitled to use the said terrace including the parapet wall for any purpose including the display of advertisement and sign-boards and/or hoarding for advertisements and the Purchaser/s or the said society shall be entitled to raise any objection or to any adjustment in the price of tenement agreed to be acquired by him/her/them and/or any compensation or damages on the ground of inconvenience or any other ground whatsoever. The Conveyance in favour of the society shall be subject to covenants showing aforesaid rights of the Developers/Promoters.

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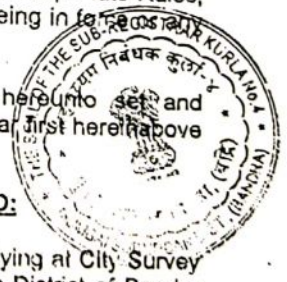
49) The Purchaser/s shall at his cost and/or expenses lodge this Agreement for registration with Sub-Registrar of Assurances at Mumbai/Bandra/Chembur within the time limit (i.e. 3 months from execution hereon) as prescribed by law and forthwith inform the Developers/Promoters the serial number at which the same is lodged to enable them to admit execution of the same.

50) All costs, charges, and expenses in connection with the admission of the flat purchaser as the member of the Co-operative Housing Society as well as the cost of preparing, engrossing, stamping, registering all the agreements, transfer deeds or any other documents of document required to be executed by the and Developers/Promoters or the Purchaser/s or the Society as well as the entire professional costs of the Attorneys of the Developers/Promoters or preparing and approving all such documents shall be borne by the society or proportionately by all the Purchaser/s of flat/shop/garage/car parking space in the building. The Developers/Promoters shall not be liable to contribute anything towards such costs, charges and expenses payable by the Purchaser/s and the same shall be paid by his/her/them immediately on demand. The stamp duty and registration charges in respect of these presents in particular shall have to be borne and paid by the Purchaser/s only.



51) This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flats Rules, 1964 or any amendment or re-enactment thereof for the time being in force and other provisions of law applicable thereto.

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



THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

All that piece and parcel of land or ground of plot situated and lying at City Survey No. 492(pt.) of Gavanpada Mulund (E) in the Registration Sub-District of Bandra Mumbai Suburban District admeasuring 3798.00(approx.) sq.meters or thereabout and bounded as follows that is to say: -

- On or towards the North by :- C.T.S. No.492(Pt.) & D.P.Road (BMC)
- On or towards the South by :- C.T.S. No.492(Pt.) D.P.T.
- On of towards the East by :- C.T.S. No.492(Pt.)
- On or towards the West by :- C.T.S. No.492(Pt.)

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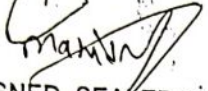
SIGNED, SEALED AND DELIVERED

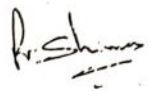
By the withinnamed

'DEVELOPER/PROMOTER

M/S. JAY DEVELOPERS

In the presence of

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2. 



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SIGNED, SEALED AND DELIVERED

By the withinnamed 'PURCHASER'

M/S. MR./MRS. Kasturben S. Gala
 Kumer-S. Gala

In the presence of

1. 
2. 

संज्ञित शिवाजी नगर



RECEIPT

ACKNOWLEDGE TO HAVE RECEIVED

A sum of Rs. 50,000/- (Rupees

fifty thousand only)

(Superseding and canceling the earlier

payment and receipts) by Cash/Cheque

No. 571179, Dated 24.2.06

Drawn on Bank of Baroda

as earnest money or First

Installment agreed to be paid by him/her/them

To us.



Rs. 50,000/-



WE SAY RECEIVED

For M/s. JAY DEVELOPERS

Proprietor



Witnesses:

1. 
2. 

P.M PATIL
M.Com. LL.B.
R V. GANGARKAR
B.A. LL.B.

M/S. PATIL GANGARKAR & CO. (REGD.)
ADVOCATES-HIGH COURT

GURU NANAK ESTATE, OLD BHANBAI NIWAS, ROOM NO.2.
GR. FLOOR, OPP. GOKUL HOSPITAL, M.G. ROAD,
MULUND (W.), MUMBAI-400 080.

Office : 560 09 80
560 29 88
Phone : 560 31 27
560 31 73
3840 32
2009

REF. NO.:

SPAD/UCP/HD

TO WHOMSOEVER IT MAY CONCERN

DATE:

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Re :- Property bearing City Survey
No.492 (Pt.), admeasuring 3728 sq.mtrs.,
situate, lying and being at
Village Gavanpada, Mulund (E), Mumbai-
400 081 within limits of Mumbai Municipal
Corporation and in the registration Dist.
& Sub Dist. of Mumbai Suburban

A) THIS IS TO CERTIFY that as per the instructions of Shri Rajesh V. Walimale, the sole proprietor of M/s. Jay Developers, we have investigated the title to the said property belonging to MDAHA authorities and subsequently right acquired by M/s. Gavanpada Ekta Co-Op.Hsg.Soc. Ltd.

a) The land being City Survey No 492 (Pt.) admeasuring about 3728 sq.mtrs. Village Gavanpada Mulund (E) belongs to Maharashtra Housing Development Authority (Hereinafter for brevity's sake to be referred to as the "Said Authority") However, the said plot of land has been unauthorizedly occupied by various tenants & occupants since the last number of years, and therefore, the said authority was unable to develop the said property. The said tenants and occupants are in possession of various documents to show their possessory rights.

b) The Authority has thereafter prepared up-gradation scheme for carrying out environmental improvements of the said plot of land by providing infrastructural facilities and amenities such as common loitery, common stand pipes internal gutter and sewerage etc. for rehabilitated slum dwellers on a secure tenure systems and for rehabilitation of the Slum-Dwellers.

c) The slum dwellers subsequently formed and registered a Cooperative housing Society called Gavanpada Ekta Co-operative Housing Society Ltd vide their registration No BOM/ WT/ HSG (TO) 2927/87-88 and enrolled the said occupants as their bonafide members.



d) After negotiations with the Maharashtra Housing And Area Development Authority by the Society the said Authority has agreed and decided to give the said plot of land to the society for their members to construct the tenements thereon on lease basis for the initial period of 30 years with further option to renew the said lease for further period of 30 years on such of the terms and conditions as laid down therein.

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e) Accordingly by an Agreement of Indenture of Lease dated 13th February 1991 executed between Maharashtra Housing And Area Development Authority being the Party of the First Part and M/s. Gavanpada Ekta Co-operative Housing Society Ltd. being the Party of the Second Part, the said Maharashtra Housing And Area Development Authority had leased out the said plot of land for development of the said property and rehabilitation of tenants and occupants therein on yearly lease rent and on such of the deposits as also upon terms and conditions mentioned therein. The said lease agreement is still valid and subsisting and in force.

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f) The tenant and occupants of the said society were not in a position to develop the said property because of the deficiency of funds and therefore they have appointed developer namely M/s Eden Constructions with a view to develop the said property. Accordingly the society pursuant to the Resolution No. 2, 3 & 4 passed in the meeting of Committee members held on 4th October, 1992 appointed the Developer M/s. Eden Construction to develop the said property by constructing a multi-storey building of buildings on the said land for their members & utilised the balance floor space index (FSI) for constructing flats, shops, garages etc. for sale by the Developers to outside Party according to the Development Control Regulations 1991 and according to the Slum Redevelopment Scheme under Resolution No.33 (10) of the said Development Control Regulations. The said Developer has also undertaken to pay the cost of the professional fees of Architect Municipal Deposits etc. Rs.15,000/- on behalf of the Tenants.

REGISTRATION NO. 4
SUB-REGISTRATION NO. 1788
MUNICIPALITY OF ARCHITECT
SUBURBAN DIST.

g) The Chairman and Secretary has been authorised in the meeting held on 4th October, 1992 by the Society to enter into an Agreement with the Developer. Accordingly by a Development Agreement dated 5th October, 1992 executed between the said Gavanpada Ekta Co.op.Hsg.Soc.Ltd. being the Society of the First Part and M/s Eden Constructions being the Developers of the Second Part and Mr F.P Thomas being the Co-Ordinator of the Third Part, the society has entrusted the development rights of the said property in favour of the developers on such of the terms & conditions as mentioned therein.

REGISTRATION NO. 4
SUB-REGISTRATION NO. 1788
MUNICIPALITY OF ARCHITECT
SUBURBAN DIST.

h) Under the said Development Agreement dated 5th October 1992 it has been authorised by the Society to the Developer to provide all the members of the society as per the list in Annexure II self contained free of cost tenement admeasuring 225 sq.ft. (carpet) and the Developers shall be entitled to develop & sell & dispose of the remaining balance FSI on Ownership basis to the total exclusion of the society to the prospective purchasers.

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i) In order to obtain various licences and authorities from the M.H.A. and the B.M.C authorities for construction of the building the society has also executed an irrevocable General Power of Attorney dated 25th October, 1992 in favour of the Mr P.P Thomas one of the partner to enable them to obtain the permission & develop the said property and to allot the tenements to the member of the society and further to sell the balance F.S.I that may be available on the said property to the prospective purchaser.

j) Under the said Agreement the said Developer shall construct the flats units etc. & to deal with the said property and/or to obtain the Transferable Development rights by constructing additional FSI therein in their absolute discretion.

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k) Under the said Agreement and Power of Attorney executed between the Society and the Developers, dated 25th October, 1992 it was further agreed by the society that, in case the said Developer desirous to join some other Co-Developer therein, the society shall not object for appointment of the aforesaid developer in Joint Venture with the said Developer. In view of the above by an Agreement dated 14th June 2002, executed between M/s Eden Constructions being the Party of the First Part and the Developer abovenamed being the Party of the Second Part, the said M/s. Eden Construction has entrusted the development rights in favour of Developer above named on such of the terms and conditions as mentioned therein

l) In order to obtain all the licences and permissions the said M/s Eden Construction has also executed the Power of Attorney dated 2nd July, 2002 in favour of Developer herein to obtain various permissions from the authorities for development of the said property.



m) In conformity with the aforesaid Joint Venture Agreement dated 14th June 2002 the society has vide their letter dated 1.7.2002 pursuant to the Managing committee Meeting held on 30th June 2002 passed resolution thereby authorising the Developer abovenamed to complete the project as per the Joint Development Agreement dated 14th June 2002 executed between the Developer & the Co-Developer on such of the terms and conditions therein. The said Eden Construction have also executed a General Power of Attorney dated 2nd July 2002 in favour of the Co-Developer abovenamed thereby authorising them to obtain the permission from the various authorities and got sanctioned the plan and construct the building as also to sell the flats/units etc to the prospective purchaser. In view of this the said M/s Jay Developer has got absolute right to develop the said property described in the schedule below & sell the flats & units to the prospective purchaser.



n) We have also taken search at the Sub-Registrar of Assurances at Mumbai for last 30 years. However, no adverse entry is effected against the said property.

o) In view of the above, we therefore certify that the title of aforesaid Society viz- a-viz the said M/s Eden Construction & M/s Jay Developers is clear, marketable and free from all encumbrances & beyond reasonable doubts.

3840	34
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THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :


All that piece and parcel of land or ground of plot situated and lying at City Survey No 492 (Pt) of Gavanpada Mulund(E) in the Registration Sub-District of Bandra Bombay Suburban District admeasuring 3798.00 (approx) sq.meters or thereabouts and bounded as follows that is to say :-

- On or towards the North by : C.T.S No 492 (Pt) and D.P Road (E.M.C.)
On or towards the South by : CTS No 492 (Pt) D.P T.
On or towards the East by : CTS No 492 (Pt)
On or towards the West by : C.T.S No 492 (Pt)

बदा - १४
३२४६/३२
२००६

Dated this 2nd day of May 2003.

For M/s Patil Gangarkar & Co


(R.V Gangarkar)
Partner
Advocate for Jay Developers



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.

वदर-१४
3880
38
२००९

No. SRA/Eng./922./I./MHL./AP.....

31 MAR 2003

To,

Mulund(E), Gawanpada, Mumbai.400 081.

वदर-१४
3880
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२००९

With reference to your Notice, letter No 4748 dated 21/2/2003¹⁹⁹ and delivered on 21/2/2003¹⁹⁹ and the plans, Sections, Specifications and Description and further particulars and details of your ^{Sale} building 'C' on plot bearing GIS No. 492(pt) of Village Mulund, on 44' wide D.P.Road, Mulund(E).

furnished to me under your letter, dated 21/2/2003¹⁹⁹ 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, 1966 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 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/

Jay DEVELOPERS

BUILDERS & DEVELOPERS

101, Konark Darshan, Zaver Road,
Above UTI Bank, Mulund (W),
Mumbai - 400 080.
Tel. : 2569 1566, 2591 1556,
E-mail : rajeshshimaria@vsnl.net

TO WHOMSOEVER IT MAY CONCERN

30/11/07

THIS IS TO CERTIFY THAT, smt. Kasturben. S.Gala & Kumar.S.Gala is/are the lawful owner/s of and well and sufficiently entitled to a Flat being Flat No.602/B admeasuring about 545sq.ft. Built-up^{SUPER} area on the 6th Floor in the building known as Mahakali Dham Situated at Vidhyala Marg Mulund (E), and he/she/they has/have paid the total consideration and all other dues in respect of the said flat to us.

The Building in which the said flat is situated is constructed in the year 2005.

The Building consists of Ground + 7 upper floors & have Lift facility.

The Said Flat is free from any encumbrances such as Mortgage, Lien, Charge, Hypothecation, etc.

I have NO OBJECTION for the said flat Smt.KASTURBEN.S.GALA&KUMAR.S.GALA.selling the said flat No. 602/B to Mr. KISHOR.S.TAMHANEKAR&Mrs. SANGEETA.K.TAMHANEKAR.they will be enrolled as the members of the society to be formed of the occupants of the said Bldg.

REG-18
28/11/07
2007



FOR. JAY DEVELOPERS

Prashant

POP - (5)



Monday, May 21, 2007

3:42:05 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3467

दिनांक 21/05/2007

गावाचे नाव मुलुंड

दस्तऐवजाचा अनुक्रमांक वदर14 - 03450 - 2007

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

DELIVERED

सादर करणाराचे नाव: किशोर सुर्यकांत ताम्हाणेकर

नोंदणी फी

20000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (63)

1260.00

एकूण रु.

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आपणास हा दस्त अंदाजे 3:56PM ह्या वेळेस मिळेल

DELIVERED

दुय्यम निबंधक
सह दु.नि.का-कुर्ला 4

बाजार मुल्य: 1717795 रु. मोबदला: 2000000रु.
भरलेले मुद्रांक शुल्क: 23550 रु.

सह दुय्यम निबंधक कुर्ला क्र. 8,
धुबई उपनगर जिल्हा.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;
वेंचेंचे नाव व पत्ता: एस बी टी मुं. 81;
डीडी/धनाकर्ष क्रमांक: 038470; रक्कम: 20000 रु.; दिनांक: 21/05/2007

समाशोधनाच्या अधिन राहून

No 139319



Thane Bharat Sahakari Bank Ltd.
Scheduled Bank

दिनांक / Date 21/5/07
मुद्रांक गुलक / Stamp Duty ₹/Rs. 23550/-
सेवा आकारणी गुलक / Service Charges ₹/Rs. 10/-

No. of Documents 1
रकम / Amount ₹/Rs. 23560/-
शब्दों में / Amount in Words Twenty Three Thousand Five Hundred Sixty only

Name of stamp duty paying party Mr. Kishor S. Tamhanekar
Address Flat No. B1S, Swati Sadan, Indraprastha Park, Off. 90 Ft. D.P. Road, Mulund (East), Mumbai - 81
Name of counter party Smt. Kasturben S. Gala
व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction Agreement For Sale

धनादेश / पे ऑर्डर ज्या बँकेला काढला आहे त्या बँकेचे नाव / Name of the Drawee Bank State Bank of Travancore

सोबतपाल / Cashier अधिकार्याची सही / Authorised signatory
मुद्रांक केलेले रक्कम खेपेपत्र सोबत ही पावती अगण आदेशक आहे. / This counterfoil has to be presented at the time of delivery of stamps.

POP-1
POP-1



213
23550/-
2000

523

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at MUMBAI this 21st day of May, 2007 BETWEEN SMT. KASTURBEN S. GALA, Age 56 years AND MR. KUMAR S. GALA, Age 21 years, Both Hindu, Indian Inhabitants having address at Flat No.B/602, Sixth Floor, Mahakali Dham, Vidyalaya Marg, Mulund (East), Mumbai - 400 081, hereinafter called as "THE VENDORS" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the ONE PART; *AND* MR. KISHOR S. TAMHANEKAR, Age 30 years, Both Hindu, Indian Inhabitants residing at Flat No.B1S, Swati Sadan, Indraprastha Park, Off. 90 Ft. D. P. Road, Mulund (East), Mumbai - 081, hereinafter called as "THE PURCHASERS" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART

अज्ञानाने साहकारिता

(Signature)

अज्ञानाने साहकारिता

(Signature)

For Thane Bharat Sahakari Bank Ltd

Authorised Signatory

Thane Bharat Sahakari Bank Ltd.
Mumbai Branch, Keshav Bhuvan,
M. G. Road, Near Railway Station,
Mulund (W), Mumbai - 400 080
D-5, STRECH, C-10, H-07, S-104, 7th
Floor, 10th Floor, 10th Floor, 10th Floor

भारत 69657
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MAY 21 2007
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बदर-१४	
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WHEREAS by virtue of Agreement dated 2nd day of March, 2006 the VENDORS herein are the Owners of a Flat being Flat No.B/602 admeasuring about 545 sq. ft. Super Built-up area on the Sixth Floor of the Building known as MAHAKALI DHAM situated at Vidyalaya Marg, Mulund (East), Mumbai - 400 081, upon the terms and conditions mentioned in the said Agreement.

AND WHEREAS as such the VENDORS herein are the owners of and in absolute possession of the Flat No.B/602 (hereinafter referred to as the "the said flat")

AND WHEREAS the VENDORS herein have agreed to sell the said Flat to the PURCHASERS herein upon the terms and conditions and for the consideration mutually agreed between them.

AND WHEREAS the parties hereto are desirous of recording into writing the terms and conditions agreed upon by and between them.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The VENDORS shall sell and the PURCHASERS shall purchase the said Flat No.B/602 admeasuring about 545 sq. ft. Super Built-up area on the Sixth Floor of the building known as MAHAKALI DHAM situated at Vidyalaya Marg, Mulund (East), Mumbai - 400 081, for the total consideration of Rs.20,00,000/- (Rupees Twenty Lakhs Only).
2. In pursuance of the above clause No.1 the PURCHASERS have paid to the VENDORS on or before the execution of this Agreement a sum of Rs.2,80,000/- (Rupees Two Lakhs Eighty Thousand Only) being the part payment towards the consideration for the transfer of the said Flat (the receipt whereof the VENDORS do hereby admit and acknowledge).

संलग्नक शिफारशीत निकास

कर-१४
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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURES THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SCHEDULE OF THE PROPERTY

A Residential Flat being Flat No.B/602 on the Sixth Floor of the building known as MAHAKALI DHAM situated at Vidyalaya Marg, Mulund (East), Mumbai - 400 081, admeasuring about 545 sq. ft. Super Built-up area equivalent to 50.65 sq. ft. Super Built-up area lying, and being at C.T.S. No.492/A/1/1 of Village - Mulund (East) Taluka - Kurla in the Regn. District and Sub-District Mumbai and within the limits "T" ward of the Municipal Corporation of Greater Mumbai. The building on which the said flat is situated consist of Ground + 7 upper floors and does have lift facility. The building was constructed in the year 2005.



SIGNED, SEALED AND DELIVERED BY

THE WITHINNAMED VENDORS

SMT. KASTURBEN S. GALA

PAN: —

MR. KUMAR S. GALA

PAN: —

In presence of.....

(Signature)

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|

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SIGNED, SEALED AND DELIVERED BY

THE WITHINNAMED PURCHASERS

MR. KISHOR SURYAKANT TAMHANEKAR

PAN: —

MRS. SANGEETA KISHOR TAMHANEKAR

PAN: AF0PT773A

In presence of.....

(Signature)

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32-43202 सुविधाकर्ता सुभा

(Signature) Kumar

(Signature) S 25

(Signature) Kishor

TO WHOMSOEVER IT MAY CONCERN

30/10/07

THIS IS TO CERTIFY THAT, **smt. Kasturben. S.Gala & Kumar.S.Gala** is/are the lawful owner/s of and well and sufficiently entitled to a Flat being Flat No.602/B admeasuring about 545sq.ft. Built-up/ ^{SUPER} area on the 6th Floor in the building known as **Mahakali Dham Situated at Vidhyala Marg Mulund (E)**, and he/she/they has/have paid the total consideration and all other dues in respect of the said flat to us.

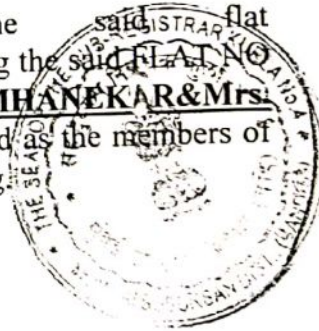
The Building in which the said flat is situated is constructed in the year **2005**.

The Building consists of Ground + 7 upper floors & have Lift facility.

The Said Flat is free from any encumbrances such as Mortgage, Lien, Charge, Hypothecation, etc.

I have NO OBJECTION for the said flat Smt.KASTURBEN.S.GALA&KUMAR.S.GALA.selling the said flat No 602/B to Mr. **KISHOR.S.TAMHANEKAR&Mrs. SANGEETA.K.TAMHANEKAR**.they will be enrolled as the members of the society to be formed of the occupants of the said Blg

28-10-07
2009



FOR. JAY DEVELOPERS

R. Shrinani

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

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

No. SRA/Eng/922/T/MHL/AP
COMMENCEMENT CERTIFICATE

To, Secretary
Gavanpada Ekta CHS Ltd.

9 MAY 2003

Sir,

With reference to your application No 4748 dated 21/2/2003 for Development Permission and grant of Commencement Certificate under section 44 & 49 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. 492(pt) of village Mulund, Gavanpada T.P.S. No. _____ situated at Mulund (E) ward T

The Commencement Certificate/Building Permit is granted subject to compliance of conditions mentioned in LOI U/R No. DyCE/SI/12983/11.3.95 No. SRA/Eng/922/T/MHL/AP/31.3.2003 and on following conditions.

4748-28
10/11/2003
2003

- 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 but such extended period shall be in no case exceed three years provided further the lapse shall not bar any subsequent application for fresh permission under section 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 R.R. Altekar

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act

This C.C. is granted for work up to plinth level of Wing A & B of Sale Bldg. 'C'.

For and on behalf of Local Authority
The Slum Rehabilitation Authority

R.R. Altekar
9/5/2003
Executive Engineer (SRA) (I)
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

TRUE COPY

Sanjay Ayare
SANJAY AYARE
ARCHITECT INTERIOR DESIGNER
B, Yogeshwar kripa, (Veluri Bhavan)
S.L. Road, Mulund (W), Bombay-40
Phone 2581 01 49, Telefax 2592 86 02



गावाचे नाव
दस्तऐवजा
दस्ता ऐवजा

सादर कर
नोंदणी फी
नक्कल (३
रुजवात (१

आपणास

बाजार म
भरलेले
देयकाचा प
बँकेचे नाव
डीडी/घना

SRAY ENGR 922/ T/ MHL/ AP. E-3 SEP 2003

This C.C. further extended upto G+1 floor of Bldg C for wing A & B as per amended plan approved dt 29-07-2003 under even. no.

3850/92
2003

Pratiksha
3/9/2003
Executive Engineer
Slum Rehabilitation Authority

SRAY ENGR 922/ T/ MHL/ AP. E-1 DEC 2003

This C.C. is further extended upto top of wing A (i.e. 4th slab only.)



Pratiksha
11/12/03
Executive Engineer II
Slum Rehabilitation Authority

This C.C. is further extended upto full height i.e. 7th floor of wing 'A' & upto 6th floor (7th slab) of wing 'B' as per amended plans approved on

Kuldeep
5/9/04
Executive Engineer I
Slum Rehabilitation Authority

Maha Kulkarni
d'hem



SLUM REHABILITATION AUTHORITY

No. SRA/ENG/922/T/MHL/AP/BLDG-C

Date :- 20 AUG 2019

To,
Smt. Madhavi Nakhwa
of M/s. Swaraj Arch Consultant,
192, Mauli Bldg. 1st floor, Chendani
Koliwada, Thane (West).

Sub: Full Occupation Permission to Sale Building 'C' named as
'Mahakali dham CHS. Ltd., on plot bearing C.T.S. No.
492A/1/1B on 13.40 mt. wide D.P. Road, Gavanpada, Mulund
(E) for Gavanpada Ekta CHS.

Ref: Your letter dt. 14/05/2019.

With reference to your letter mentioned above, I have to inform you that the permission to occupy the Full Sale Building no. C in above S. R. Scheme comprising of Ground + 7th upper floor completed under the supervision of L.S. Smt. Madhavi Nakhwa of M/s. Swaraj Arch Consultants, License No. N/155/LS only for occupation approval. MCGM Licensed Structural Engineer Shri R.C. Tipnis, License No. STR/13 and License site supervisor Shri K.R. Ratnani, License No. R/31/SS-I shown by red colour in the plans submitted by you is hereby granted subject to the following conditions.

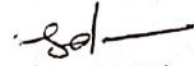
- 1) That this Occupation Permission is for 8 no. of Rehab R/C, 1 no. of Sale Comm. on Gr. floor, flat no.4 of wing 'A' & flat no.2 of wing 'B' from 1st to 4th floor only i.e. 8 no. of Sale Resi. and 22 no. of Sale Residential Tenements of wing 'A' & 'B' from 5th to 7th floor.
- 2) That the balance conditions of LOI/IOA shall be complied before obtaining BCC to Sale Building no. C u/ref.
- 3) That the certificate under section 270A of BMC Act shall be obtained from A. E. (WW) "T" ward and a certified copy of the same shall be submitted to this office.

Administrative Building, Prof. Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.
Tel.: 2656 5800, 2659 0405 / 1879, Fax : 022-2659 0457, Email: info@sra.gov.in

A set of certified completion plans is returned herewith please.

Note : This permission is issued without prejudice to action Under
Section 305, 353A of BMC Act.

Yours faithfully

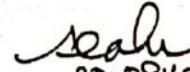


Executive Engineer -III
Slum Rehabilitation Authority

Copy to:

- 1) M/s. Jay Developers.
- 2) Asst. M.C.(T) Ward
- 3) A.A. & C. (T) Ward
- 4) A.E.(W.W.) (T) Ward
- ✓ 5) Mahakali Dham CHS. Ltd.

For information please



20.08/19
Executive Engineer - III
Slum Rehabilitation Authority