

Wednesday, December 12, 2012 08:18 PM

पावती

Original/Duplicate

Wednesday, December 12, 2012 08:18 PM

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 11376 दिनांक: 12/12/2012

दावेचा नाव: धारावी

नोंदणीचा अनुक्रमांक: बबई-3-9594-2012

नोंदणीचा प्रकार: करारनामा

नोंदणीकरणाच्याचे नाव: प्रेरणा प्रकाश शेळार

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 2480.00

पृष्ठांनी संख्या: 124

एकूण:

₹. 32480.00

DELIVERED

नोंदणीस हा दस्तऐवज अंदाजे 3:23 PM ह्या वेळेस मिळेल आणि सोबत थंबनेस प्रत व CD यांची.

सह दुय्यम निबंधक, मुंबई-3

नोंदणी मूल्य: ₹. 2175500/-

मोबदला: ₹. 6528820/-

नोंदणीचे मुद्रांक शुल्क: ₹. 326450/-

सह दुय्यम निबंधक

मुंबई शहर क्र. ३

नोंदणीचा प्रकार: By Demand Draft रकम: ₹. 30000/-

नोंदणी/घनादेश/पे ऑर्डर क्रमांक: 010838 दिनांक: 16/11/2012

नोंदणीचे नाव व पत्ता: AXIS BANK LTD

नोंदणीचा प्रकार: By Cash रकम: ₹. 2480/-

DELIVERED





**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this 12<sup>th</sup> day of Dec., Two Thousand and Twelve

**BETWEEN**

**EVERSHINE PREMIUM BUILDTECH JOINT VENTURE**, a joint venture of Evershine Builders Private Limited and Premium Buildtech Private Limited, through the Authorized Signatory / Director of **MR. RAJKUMAR R. LUDHANI** for Evershine Builders Private Limited ("**Evershine**") and **MR. ROBERT L RUMAO** for Premium Buildtech Private Limited ("**Premium Buildtech**") having its registered office at Jasmine Mills Compound, Next to Ghasitaram Sweets Factory, Near Mahim Railway Station, Mahim (East), Mumbai - 400 017, hereinafter called as "**the Joint Venture**" (which expression shall unless it be repugnant to the context and meaning thereof shall mean and include Evershine and Premium Buildtech and their successors) of the **FIRST PART**;

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X RSK  
HR

P.P. Shelar.  
Shelar

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AND

MRS. PRERANA PRAKASH SHELAR & MR. PRAKASH BANDU SHELAR of Mumbai Indian Inhabitant, residing at 146/1057, Snehabandha CHS, Sarvodaya Nagar, Meghwadi, Jogeshwari (E), Mumbai - 400 060 hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the SECOND PART.

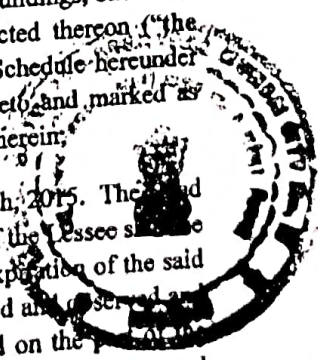
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P.P. Shelar  
phs  
[Signature]

The Joint Venture and the Purchaser/s are hereinafter for the sake of brevity collectively and jointly referred to as 'Parties' and individually as 'Party'.

WHEREAS:

A. By and under Indenture of Lease dated June 4, 1938 ("the Head Lease") and a Deed of Rectification dated August 21, 1939 ("the Rectification Deed") both executed between Ardeshir Bomanji Dubash, Kaikhushru Ardeshir Dubash, Ratanji Ardeshir Dubash and Bomanji Ardeshir Dubash (therein referred to as the Lessors of the One Part and hereinafter referred to as "the Owners") and Bhagwati Shanker, the Official Liquidator of the Peoples Bank of Northern India Limited (in Liquidation) appointed by the High Court of Judicature at Lahore by an Order dated May 22, 1935 ("therein referred to as "the Lessee" of the other part and hereinafter referred to as "the Official Liquidator") and registered with the Office of the Sub-Registrar of Assurances under Serial No. 3178 of 1938 and 4751 of 1939 respectively, the Owners demised unto the Official Liquidator therein for a period of seventy-eight years commencing from March 27, 1937 all that piece of land or ground admeasuring 8325 square yards or thereabouts registered in the books of the Collector of Land Revenue under Collector's Old Nos. 99, 69, 102, 142, 105, 178, 369 and 152, 181, 199 and New Nos. 12924, A/12877, 1/12948 and 13009, 13030, 103942 and New Survey Nos. 1/285, 1/283, 1/282, 1/281, 1/280 and 266 and Cadastral Survey Nos. 80 and 62 of Dharavi Division and situate, lying and being at Mahim together with all buildings, structures and construction then standing thereon and thereafter to be erected thereon ("the Larger Property") and more particularly described in the First Schedule hereunder written and delineated with blue colour on the Plan annexed hereto and marked as Annexure "A", for the rent reserved and the covenants contained therein;

B. The term of Head Lease will expire by efflux of time on 26<sup>th</sup> March, 2015. The said Lease contemplates renewal thereof which states that, "...and that if the Lessee is desirous of taking any new Lease of the said Premises from the expiration of the said term hereby granted and shall pay the monthly rent hereby reserved and observed as performed several covenants and conditions herein contained and on the Lessee to be observed and performed upto the expiration of the term hereby granted then and in such case the Lessors will at the costs and expense of the Lessee execute and deliver to the Lessee a renewed Lease of the said premises for a further term of 99 years at the said monthly rent of Rs. 250/- or fresh proportionately reduced rent in case of partial acquisition under and subject to the same covenants as are herein contained including the present covenant so that the demise hereby made may be renewed from time to time in perpetuity.." (hereinafter referred to as "the Renewal")



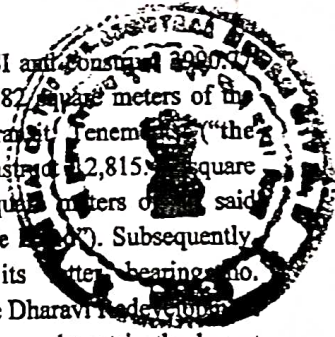
C. Thereafter by and under diverse mesne and assignments, the leasehold right with respect to the said Larger Property stood vested in Gimar Colonizer Private Limited, a company incorporated under the provisions of the Companies Act, 1956 ("the said Lessee");

P.P. Shelar  
[Signature]

[Signature]



- D. By and under a Development Agreement dated 20<sup>th</sup> September, 2003 executed between the said Girmar Colonizer Private Limited (therein referred to as the said Company) of the One Part and Evershine (therein referred to as the Developer) of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 6200 of 2003 ("the said Development Agreement"), the said Girmar Colonizer Private Limited granted unto Evershine the development rights with respect to the said Larger Property for the consideration and in the manner as more particularly set out in the said Development Agreement. Under the said Development Agreement, Evershine has paid the entire consideration under the Development Agreement to the said Girmar Colonizer Private Limited and the said Girmar Colonizer Private Limited has handed over the possession of the said Larger Property to Evershine. The said Girmar Colonizer Private Limited has also executed a Power of Attorney dated October 9, 2003 registered with the Sub Registrar of Assurances under Serial No. 619 of 2003 in favour of the nominees of Evershine to perform all or any of the matters, acts, deeds and things specified in respect of the said Larger Property;
- E. In the circumstances, Evershine is vested with the development rights to develop the said Larger Property and is in the absolute and exclusive possession of the said Larger Property.
- F. Thereafter by and under a Letter of Intent dated 15<sup>th</sup> July, 2006 ("the LOI") issued by the Slum Rehabilitation Authority ("SRA"), the SRA has approved the proposed slum rehabilitation scheme of Permanent Transit Camp ("P.T.C. Scheme") under Regulation No. 33(14) of Development Control Regulations, 1991 on the said Larger Property for 2.987 FSI on the said Larger Property admeasuring 6960.76 square meters subject to the terms and conditions mentioned therein. A copy of the LOI is annexed hereto and marked as Annexure "B";
- G. Pursuant to the LOI, Evershine is entitled to utilize 0.71 FSI and construct 3994.16 square meters built up area on a portion admeasuring 1402.87 square meters of the said Larger Property for construction of Permanent Transit Tenement ("the Rehabilitation Land") and also utilize 2.28 FSI and construct 12,812 square meters built up area on a portion admeasuring 5209.90 square meters of the said Larger Property for the free sale component ("the Free Sale Land"). Subsequently upon proposal made by Evershine, by and under its letter bearing no. SRA/DRP/ENG/001/GN/PL/LAY dated 13th April, 2011, the Dharavi Redevelopment Project of Slum Rehabilitation Authority has approved the amendment in the layout and sub-division of the Larger Property and accordingly Evershine is now entitled to utilize 0.71 FSI and construct 3994.16 square meters built up area on the Rehabilitation Land (also known as PTC plot) admeasuring 1294.21 square meters bearing Survey Nos. 1/280, 1/281, 1/282, 1/287, 1/284, 1/285, 266 and corresponding C.S No. 1/80 of Plot "A" of Dharavi and situate at Dharavi Road, Mahim, Mumbai - 400 017 and more particularly described in Second Schedule hereunder written and also to utilize 2.28 FSI and construct 12812 square meters built up area on the Free Sale Land admeasuring 5318.51 bearing Survey Nos. 1/280, 1/281, 1/282, 1/287, 1/284, 1/285 and 266 and corresponding C.S No. 1/80 of Sub-Plot "B" of Dharavi and situate at Dharavi Road, Mahim, Mumbai- 400 017 and more particularly described in the Third Schedule hereunder written. Also a portion of the Larger Property admeasuring 348.07 square meters and bearing Survey Nos. 1/280, 1/281, 1/282, 1/287, 1/284, 1/285 and 266 and corresponding C.S



x P.P. Shelar  
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No. 1/80 of Sub-Plot "C" of वॉल्व्ह - ३
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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**

**LARGER PROPERTY**

All that piece and parcel of land admeasuring 6960.76 square meters or thereabouts and bearing Survey Nos. 1/280, 1/281, 1/282, 1/287, 1/284, 1/285, 266 and corresponding C.T.S No. 1/80 of Dharavi Division and situate lying and being at Dharavi Road, Mahim, Mumbai - 400 017 and bounded as following:

- On or towards the East : By 60 ft wide D.P. Road;  
On or towards the West : By property of Western Railway;  
On or towards the South : By reservation of Green Belt;  
On or towards the North : By Property of Diamond Accreting Gas Works Pvt. Ltd.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

**REHABILITATION LAND**

All that piece and parcel of land admeasuring 1294.21 square meters or thereabouts reserved for PTC Building bearing Survey Nos. 1/280, 1/281, 1/282, 1/287, 1/284, 1/285, 266 and corresponding C.S. No. 1/80 of Plot "A" of Dharavi and situate lying and being at Dharavi Road, Mahim, Mumbai - 400 017 and bounded as follows:-

- On or towards the East : By Sub Plot "C" of Amenity Plot  
On or towards the West : By property of Western Railway  
On or towards the South : By reservation of Green Belt  
On or towards the North : By property of Sub Plot "B" of Sale Building



**THE THIRD SCHEDULE HEREINABOVE REFERRED TO**

**FREE SALE LAND**

All that piece and parcel of land admeasuring 5318.51 square meters or thereabouts of Sale Building bearing Survey Nos. 1/280, 1/281, 1/282, 1/287, 1/284, 1/285, 266 and corresponding C.T.S. No. 1/80 of Plot "B" of Dharavi and situate lying and being at Dharavi Road, Mahim, Mumbai - 400 017 and bounded as follows:-

- On or towards the East : By 60 ft wide D. P. Road  
On or towards the West : By property of Western Railway  
On or towards the South : By Sub Plot "A" of PTC Building  
On or towards the North : By property of Diamond Accreting Gas Works Pvt. Ltd.

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**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO**

**AMENITY PLOT**

All that piece and parcel of land admeasuring 348.07 square meters or thereabouts and bearing Survey Nos. 1/280, 1/281, 1/282, 1/287, 1/284, 1/285, 266 and corresponding C.S. No. 1/80 of Sub Plot "C" and situate lying and being at Dharnvi Road, Mahim, Mumbai - 400 017 and bounded as follows:-

- On or towards the East : By 60 ft wide D. P. Road
- On or towards the West : By property of Sub Plot "A" of PTC Building
- On or towards the South : By reservation of Green Belt .
- On or towards the North : By property of Sub-Plot "B" of Sale Building of BEST Substation

**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO :**

**Description of the Premises**

Flat No. 503 admeasuring 380 sq. ft. Carpet Area (approximately i.e. 35.30 sq. mtrs.) on *P.P. Shelar.*  
the Fifth Floor of A Wing in the building known as "Evershine Meadows" along with *PSL*  
One Car Parking Space at Silt / Open / Podium of the said building in the compound of *HR*  
Evershine Meadows situate at Mahim (East), Mumbai - 400 017. *(Signature)*

*P.P. Shelar .*  
*Shelar*

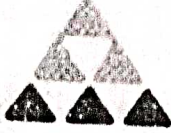
*HR*  
*(Signature)*



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# ANNEXURE



**Dharavi Redevelopment Project  
Slum Rehabilitation Authority**

5th Floor, Griha Nirman Bhavan,  
Bandra (East), Mumbai 400 051, Fax: 022-26590490 / 0457  
Tel: 022-26592492 / 26592875  
26590519 / 0405 / 1879 / 0993  
E-mail: info@sra.gov.in

No. SRA/DRP/ENG/001/GN/PL/AP .

Date: 26 SEP 2014

To,  
Mr. Vivek J Bhole,  
C/101, Shree Sai Towers,  
Sodawala Lane, Borivali (W),  
Mumbai - 400 092.

Sub.: Occupation Permission for the proposed Sale Building  
No. 2 in 33(14)(D) PTC Scheme on plot bearing C.S.  
1/80 of Dharavi Divn. Mahim, Mumbai known as  
Jasmine Mill Scheme.

Ref.: Your letter dated 13.08.2014.

Sir,

The full development work of Sale Building No. 2 in the layout, comprising of Stilt + 16 upper floors in the layout on plot C.S. No. 1/80 of Dharavi Divn. Mahim, Mumbai known as Jasmine Mill Scheme completed under supervision of Architect Shri Vivek J. Bhole vide License No. CA/95/18735; Site Supervisor Shri Pawan Kumar Agarwal vide License No.A/126/SS-1 and Structural Engineer Shri H.R. Mahimtura vide license No. STR/M163 may be occupied on the following conditions:

1. That the remaining condition of LOI shall be duly complied with before requesting B.C.C. of the Sale Building No.2.

(P.T.O.)



# EVERSHINE MEADOWS CO-OPERATIVE HOUSING SOCIETY LIMITED

Registration No. MUM/SRA/HSG/(T.C.)13157 / 2017 Dated 23.11.2017  
Regd. Address : C.S. No. 1/80, Maharashtra Balmiki Road, (Jasmine Mill Road), Jasmine Mill Compound, Dharavi, Mahim (E), Mumbai 400 017.

No.: 024

Authorised Share Capital Rs. 120,000/- Divided into 1200 Shares each of Rs. 100/- only

Member's Register No. 024

THIS IS TO CERTIFY that Shri / Smt. Mrs. Prerana Prakash Shelar &

Mr. Prakash Bandu Shelar

of Flat No - A-503 is the Registered Holder of Shares ( Five ) from No. 116

to 120 of Rupees hundred | 100

in EVERSHINE MEADOWS CO-OPERATIVE HOUSING SOCIETY LIMITED.

subject to the Bye-laws of the said Society and that upon each of such Shares the sum of Rupees One Hundred has been paid.

GIVEN under the Common Seal of the said Society at Mumbai this 22<sup>nd</sup>  
day of October 2018.



M. A. A. Chairman  
[Signature] Hon. Secretary  
[Signature] Member of the Committee

P.T.O.

AUTHORISED