

23/4/10

F-23X A/C No. 23 2010
5:38:12 pm

पावटी

पावटी क्र. : 4722
दिनांक : 23/04/2010

Original
नॉटिफ 39 म
Regn. 39 M

1472
23/4/10

गावाचे नांव : काहिरवरी
दस्तावेजाचा अनुक्रमांक : वदर16 - 4645 - 2010
दस्तावेजाचा प्रकार : करारनामा
सादर करणा-याचे नाव : अतुल रम शाह
फी

नॉटिफी फी
दस्तावेजाची फी
एखादी सख्या : 87
₹.27,200.00
₹.1,340.00

एकूण ₹.26,540.00

अपघारा सा दस्त अंदाज : 528PM सा टॅक्स निकल

सह द. नि. बारीवली 7

याजार मुल्य : ₹.2,324,916/-
मोबदला : ₹.2,720,000/-
भारतेचे मुद्रांक शुल्क : ₹.118,600/-

- 1) देखकवा प्रकार : By Demand Draft रकम: ₹.27,200
फी/ धनादेश क्रमांक : 068651 दिनांक : 30/03/2010
केकेचे नाव व पत्ता : देव ऑफ वडीदा
सह दय्याम निबंधक, बारीवली-७,
मुंबई उपनगर पिन-७५१००१.
- 2) देखकवा प्रकार : By Cash रकम: ₹.1,340

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON... 23/4/10

CERTIFIED TRUE COPY

Customer's Copy

THE KAPOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP

Branch BORIVLI Date 01/04/10

Pay to Acct. Stamp Duty 238246

Franking Value	Rs	118700/-
Service Charges	Rs	20/-
TOTAL	Rs	118720/-

Name of the person for whom stamp duty is impressed
Atul M. Shah

Name & Address of the Stamp duty paying party
504, Jeevan Anand,
M.G. Road, Kandivali (W) - 67
Tel./Mobile No. 98460444

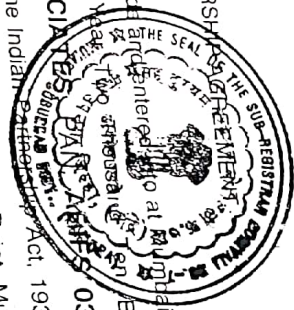
DD No. 068648
Bank Bank of Baroda

(For Bank's Use only)

Track ID _____
PL-546 Rs. _____

Frinking St. No. _____

Cashier _____ Officer



PREMISES OWNERSHIP

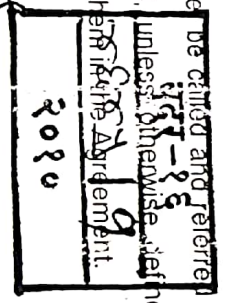
ARTICLES OF AGREEMENT made and entered into at Borivali this 23rd day of APR in the Christian year 2010 BETWEEN Messrs SHREE MANGAL ASSOCIATES PVT. LTD. PAN No. 0355 B, a Partnership firm, duly registered under the Indian Partnership Act, 1932, having its principle place of business at 49, Bajaj Bhavan, Nariman Point, Mumbai 400 021, hereinafter referred to as the "Developers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivors of them the heirs, executors, administrators of the last surviving partner and / or their or his or their assigns), of the **FIRST PART**

AND

Mr. ATUL M. SHAH, PAN: AAJPS 3188 A aged about 45 years adult Indian Inhabitants residing at 504, Jeevan Anand, M.G. Road No-4, Kandivali (West), Mumbai-400067, hereinafter referred to as the "Purchaser" (which expression shall, unless contrary to the context or meaning thereof, mean and include his/her/their heirs and legal representatives) of the **OTHER PART**.

This Primitives Ownership Agreement may hereinafter be cited and referred to as the said "Agreement" All the capitalised terms, unless otherwise defined herein, shall have the same meaning as assigned to them in this Agreement.

CERTIFIED TRUE COPY



INDIA
STAMP DUTY MAHARASHTRA
R. 0118600/- P. 5498
17:57
APR 01 2010

For THE KAPOL CO-OP BANK LTD.
Authorised Signatory
C.R. 1001 09/05/2005-2608



2019

WHEREAS MUNICIPAL CORPORATION OF GREATER MUMBAI or MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter the "MCGM") is BRIHANMUMBAI MAHANAGAR PALIKA (hereinafter the "MCGM") is the owner as per the records of rights pertaining to a larger place of lands or grounds by admeasurements 326.4 sq. mts. area or thereabouts bearing City survey number (hereinafter the "CTS") 1110 (p) situate, lying and being at Kandivli, Taluka Borivli in the registration District and Sub-District of Mumbai Suburban and hereinafter for the sake of brevity and convenience called and referred to as the "Larger Property" AND a portion of the said larger property by admeasurements 2201.85 sq. mts. area or thereabouts lying encroached upon by slum dwellers bearing CTS 1110 (p) situate lying and being at Kandivli, Taluka Borivli in the registration District and Sub-District of Mumbai Suburban and more particularly described in the Second Schedule and hereinafter for the sake of brevity and convenience called and referred to as the "Said Property".



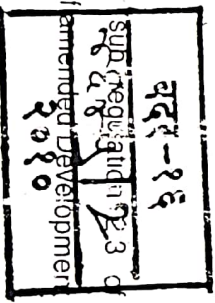
(B) AND in pursuance of the Government of Maharashtra resolution No. Slum Jhopadpatti - 1096 S. No 68 G. No. 1096 the said slum in or about the Said Property falls under the definition of structures and therefore eligible for free separate implementation of the Said Slum Rehabilitation Scheme.

(C) AND WHEREAS the Developers herein (who are employed by slum dwellers for the implementation of the Slum Rehabilitation Scheme and the slum dwellers subsequently executed consent dated 30/06/2005, to record their inter-se relationship viz-a-viz the implementation of the Said Slum Rehabilitation Scheme.

(D) The Dy. Chief Engineer Slum Rehabilitation Authority (hereinafter the "SRA") has requested the MCGM for its NOC under the provisions of Sub-Regulation 2.3 of appendix - IV of the Development Control regulations for Greater Bombay 1991, pending execution of Lease Deed and/or Deed of Assignment the Scheme for Rehabilitation of the Slum Dwellers was sanctioned by the SRA.

(E) AND the said SRA after verifying the Said Slum Rehabilitation Scheme approved the same and issued Letter of Intent (hereinafter the "LOI") bearing No. SRA/ENG/1136/RS/ML/LOI which was duly revised by the SRA on 14/10/2008.

(F) AND the Executive Engineer of SRA under Appendix-IV in accordance with Clause 33(10) of the



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Control regulations For Greater Bombay 1991, granted intimation of Approval bearing No. SRA/ENG/2171/RS/ML/YP which was duly revised on 28/04/2009 (the "IOA"), sanctioned the plans for the construction of the Said Building, (hereinafter, the "Said Building") and also issued Commencement Certificate bearing No. SRA/ENG/2171/RS/ML/AP revised on 30/07/2009. The Said Building is now given the name as "MANGALMAY" and is hereinafter accordingly described.

(G) In the circumstances above, the Developers alone have the right to develop the Said Property and construct the Said Building known as "MANGALMAY" thereon with the right to sell on Ownership Basis, Flats, Residential Units, Offices, Parking Spaces, whether covered or open and other rights and Premises and to enter into Agreements to receive the Sale Price in respect thereof.

(H) The Purchaser/s has/have demanded the inspection of all the documents of the title related to the Said Property from the Developers and the Developers have given to the Purchaser/s the inspection of all the documents of title related to the Said Property the Plans, Designs and Specifications prepared by the Developers' Architects and approved/sanctioned by Slum Rehabilitation Authority and also of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the promotion of Construction, sale, Management and Transfer) Act, 1963 and Rules made there as amended up to date.



(I) The Developers are constructing Buildings on the Said Property to be known as "MANGALMAY" as per the Plans under the Intimation of Approval and Commencement Certificate issued by the SRA.
(J) The Purchaser/s has applied to the Developers and/or allot to him/her/them Flat No. 1702 on the Said Building, of the Said Building to be known as "MANGALMAY" situated at M. G. Cross Road, Kandivili (West), Mumbai 400067 (hereinafter called and referred to as the "Said Premises") and more particularly described in the Third Schedule hereunder written.

(K) Prior to making an application as aforesaid, as required under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Urban Land (Ceiling and Regulation) Act, 1976, the Purchaser/s has/have made a declaration to the effect that the Purchaser/s or their family or their family members (as defined under the Urban Land Ceiling and Regulation) Act, 1976 do not own a tenement, house or building

Office No.	13
Year	2010

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within the limits of the MCGM. Copies of the following documents are attached herewith.

- i. Copy of the Property Card. SRA/ENG/1136/RS/ML/LOI
- ii. Copy of revised LOI bearing number SRA/ENG/2171/RS dated 14/10/2008 issued by the SRA.
- iii. Copy of Intimation of Approval bearing No.SRA/ENG/2171/RS/ML/AP dated 08/04/2009, issued by the SRA.
- iv. Copy of Commencement Certificate bearing No. SRA/ENG/2171/RS/ML/AP dated 30/07/2009 issued by the SRA.
- v. Copy of Title Certificate given by kamdhenu associates - Advocates and Legal Advisers.
- vi. Copy of Typical Floor Plan.
- (L) The Purchaser/s is/are an Investor as contemplated under article 5(ga)(ii) of the Bombay Stamp Act, 1958. The Purchaser/s shall be entitled for the adjustment of stamp duty paid against the second sale if sold within the specified time limit being in force or as amended from time to time at all times.
- (M) Relying upon the said application, declaration and Agreement, the Developers have agreed to sell to the Purchaser/s the Said Premises at the price or the terms and conditions hereafter appearing.

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

1. The recitals contained hereinabove shall form an integral part of this Agreement as if the same are set out and in the operative part herein and the same be read accordingly.
2. The Developers shall under normal conditions, construct the Said Building known as "MANGALMAY" consisting of two floors and 22 (twenty two) upper floors on the Said Property situated and being at Kandivili, Taluka Borivili, in the Registration District and Sub-District of Mumbai Suburban, which is more particulary described in the Second Schedule hereunder written, in accordance with the plans designs and specifications approved and sanctioned by the SRA and/or as may be approved and sanctioned from time to time.



3. The Developers are constructing, on a part of the Said Plots of Land, which part is more particularly described in Second Schedule hereunder written, the Said Building known as "MANGALMAY" and the plans designs and specifications approved and sanctioned by the SRA and/or as may be approved and sanctioned from time to time.

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Authorised Signatory	<i>Handwritten signature</i>
Designation	
Stamp	2020

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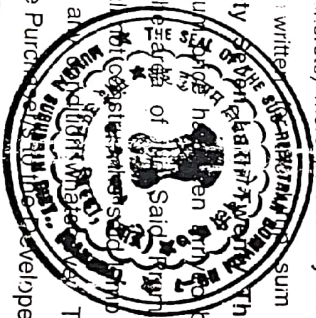
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SRA/ENG/2171/RS/ML/AP dated 08/07/2009, and the revised commencement Certificate No. SRA/ENG/2171/RS/ML/P dated 30/07/2009 issued by Chief Engineer - Slum Rehabilitation Authority. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/herselves/self about the title of the Said Property and that he/she/they has/have respected the Original of the said sanctioned Plans, Intimation of Approval and the Commencement Certificate and other relevant permissions obtained by the Developers and he/she/they are entering into this Agreement for sale and the Purchaser/s shall not be entitled to further investigate or dispute the title, rights, power and authorities of the Developers and no requisition or objection of any nature whatsoever shall be raised by the Purchaser/s in any manner whatsoever in respect of this Agreement for sale.

4. The Developers have agreed to sell and the Purchaser/s has/have agreed to purchase the Said Premises being Flat No. **1702** on the **Seventeenth Floor** of the said building to be constructed on the said property and to be known as "**MANGALMAY**" measuring **368 sq. ft.** carpet areas or thereabouts (which is inclusive of carpet areas and enclosed balcony of the said Premises exclusive of areas for dry balconies, finwer beds, niches etc. attached to the said Premises and approved by the competent authority as shown in red coloured hatched lines on the plan annexed hereto) more particularly described in the Third Schedule hereunder written in the sum price of **Rs. 27,20,000/- (Rupees Twenty Seven Lakh Twenty Thousand only)**, the aforesaid lump sum price has been arrived by the parties without any reference to the said Said Premises and any interested parties hereto shall be satisfied with the said sum price on per square feet basis under all circumstances. The said lump sum price shall be paid by the Purchaser/s to the Developers by drawing Cheques/Bankers Cheques/Pay order/Demand Draft in favour of "**SHREE MANGAL ASSOCIATES**", in the following manner:

- a) Rs.1,00,000/- (Rupees One Lakh only) as earnest money deposit on the execution of these presents (the payment and receipt whereof the Developers do hereby admit and acknowledgement and forever, acquit, release and discharge the Purchaser/s from the same and every part thereof).

b) A Sum of Rs.1,72,000/- (Rupees One Lakh Seventy Two Thousand only) on the casting of the plinth of the Said Building



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₹ 1,72,000/-	172000
₹ 1,00,000/-	100000
₹ 27,20,000/-	2720000



12/10/20

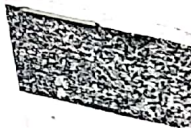
- c) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 2nd slab of the Said Building.
- d) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 3rd slab of the Said Building.
- e) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 4th slab of the Said Building.
- f) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 5th slab of the Said Building.
- g) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 6th slab of the Said Building.
- h) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 7th slab of the Said Building.
- i) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 8th slab of the Said Building.
- j) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 9th slab of the Said Building.
- k) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 10th slab of the Said Building.
- l) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 11th slab of the Said Building.
- m) A Sum of Rs. 1,05,576/- (Rupees One Lakh Five Thousand Five Hundred Seventy Six only) on the casting of the 12th slab of the Said Building.



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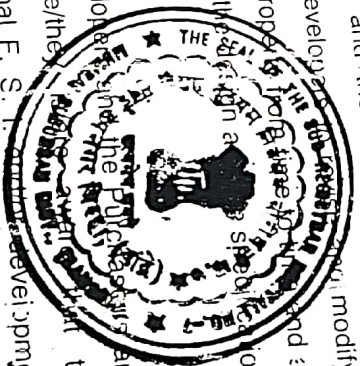
₹ 1,05,576
105576
2020



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Taxes, Census, assessments, VAT and Service Tax (applicable, if any) imposed on the Owners of the Said Property or the society in etc. are imposed on the Owners of the Said Property or any other respect of any advertisement/hoarding, cable network station, mobile phone set up or station put up on the open spaces or terrace or any other portion of the Said Property, the same shall be borne and paid wholly by the Developers and/or their nominees. The Developers and/or their nominees shall be exclusively entitled to the income that may be derived from the operation of Cable Network or the Developers and/or their nominees shall not be entitled to any abatement in the price of the Said Premises or to object to the display of such advertisement or installation of Cable Network or Mobile phone station, at any time hereafter. The Purchaser/s shall not be entitled to any abatement in the price of the Said Premises and/or the same for any reason and shall allow the Developers, their agents, servants, etc., to enter into the Said Property including the terraces and other open spaces in the building for the purpose of putting and/or preserving and/or maintaining and or removing the advertisements and/or hoardings, neon lights or such installation etc. The Developers shall be entitled to transfer or assign such rights to any person or persons whom they deem fit and the Limited Company shall not raise any objection thereto.

40. It is agreed that the Developers shall be entitled without affecting the rights of the Purchaser/s of the Said Premises, to revise the Building Plans in respect of the Said Building and to utilize the total F. S. I. and the transferable rights of any nature that is available in respect of the Said Property as the Developers may desire and the Purchaser/s hereby irrevocably consents to the right of the Developers to modify the building plans in respect of the Said Property and to construct at all times being in force, provided however the total F. S. I. and the rights of the Said Premises is not changed.



41. It is expressly agreed between the Developers and the Purchaser/s and the Purchaser/s confirms that he/she/they shall not object to the Developers are likely to receive additional F. S. I. for the development rights of any nature whatsoever. The Developers shall be entitled to construct either additional floor or floors on the Said Building known as "MANGALMAY" or any part the roof or construct any additional structure on the Said Property, the Said Flat of Land and/or in the open compound as may be permissible either as Annex structure or as an independent structure as the Developers may desire and in the aforesaid event the Developers shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or Flat and building or structures for such additional floor or floors or Flat and building or structures for such consideration to such party as the Developers may desire without reference or recourse of consent of the Purchaser/s in any

Stamp: THE DEVELOPERS OF THE SAID PROPERTY (PVT) LTD. (Registered Office) Mumbai. The stamp contains the name of the developer and the location of the registered office.

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transfer whatsoever and the Purchaser agrees not to dispute or object to the same

42. The Purchaser's share paid early referred to the Said Building known as "MANGALMAY" is being, constructed by the Developers on the Said Plot of various buildings to be constructed by the Developers on the Said Plot of land layout for which the Developers have submitted to the SPA for approval. The Developers shall have the right to amend the said layout and also to change the location of various common facilities herein. The Purchaser's being specifically informed of these facts give their consent for the same that the Purchaser's have no objection to such amendments or changes or construction of additional buildings in the Said Layout.

43. That the Society or the Limited Company shall always to be known as "MANGALMAY" (or any other name as to be decided by the Developers) to be formed shall bear the said name and its name shall not be changed without the written permission of the Developers.

44. The Purchaser's hereby agrees and confirms that in the event of the Said Organization being formed and registered later than the Developers' deal with or dispose of the Said Building on the Said Property. It is in that event any allottee or Purchasers of Flat from the Developers shall be admitted to such Organization on being called upon by the Developers without payment of any premium or interest or any other charges save and except Rs. 1520/- for the share money of Rs. 1520/- for the Said Purchaser or the Transferee thereof shall not be demanded or levied or judicially by Said Organization.

45. Any delay or indulgence by the Developers in the terms of this Agreement of any forbearance or giving of any concession by the Purchaser's shall not be construed as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser's nor shall be same in any manner prejudice to the rights of the Developers.

46. The Purchaser's shall have no claim save and except in respect of the Said Premises, common area and facilities and limited common areas and facilities appurtenant thereto and hereby agreed to be acquired, i.e. all other areas including terraces, etc. will remain the property of the Developers until the whole of the Said Property is, as provided in Clause 8 and 9 above, transferred to the Said Organization hereinafter referred to the right of the Developers as contained in this Agreement.



Stamp	2020
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47. All notices to be served on the Purchase/s, as contemplated by the Agreement, shall be deemed to have been duly served if posted to the Purchaser under Certificate of Posting at the address hereinafter stated:

504, Jeevan Anand, M.G. Road No-4, Kandivali (West), Mumbai-400067

48. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the Said Building and the Developers in respect of the construction of these presents or concerning anything hereto contained or arising out of the Flat or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchase/s or all other Purchasers together and one by the Developers. The Arbitrators so appointed shall appoint before entering upon the reference appoint a Chairman. The provisions of the Arbitration and Conciliation Act, 1966 shall apply to such reference.

49. This Agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the promotion of Construction, sale, Management and Transfer) Act, 1963 (Maharashtra Act No. XV of 1997) and Rules made thereunder and any other provisions of Law Applicable thereto.

50. The Developers shall not be responsible for the consequences arising out of changes in Municipal and other laws, rules, regulations

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE AND PARCEL of land (or ground) together with structures standing thereon, bearing CTS Nos. [redacted] sq. mts. lying and being at Village Kandivili, Taluka [redacted] District, Mumbai Suburban, and bounded as follows:-

Towards the North : BY NALLAH

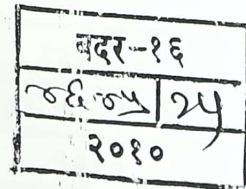
Towards the South : BY CTS No. 1112

Towards the East : PARTLY BY CTS NO. 1111 and Boundary of Village Poisar

Towards the West : By CTS NO. 1100 G



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THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE AND PARCEL of land or ground, bearing CTS Nos 1110 (PT), admeasuring 2201.85 sq. mts. area or thereabouts lying and being at Village Kandivli, Taluka Borivli, Registration Sub District, Mumbai Suburban situated at M. G. Cross Road, Kandivli (West), Mumbai 400067 and bounded as follows:

- Towards the North : BY NALLA H
- Towards the South : BY CTS No. 1112
- Towards the East : PARTLY BY CTS NO. 1111 and Boundary of Village Poisar
- Towards the West : BY CTS NO. 1100 G

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

Flat bearing No 1702 on the **Seventeenth** floor of the said building to be constructed on the land/property more particularly described in the Second schedule hereinabove written and to be known as "MANGALMAY" admeasuring **368 sq. ft.** carpet areas or thereabouts (which is inclusive of carpet areas and enclosed balcony of the said Premises, exclusive of areas for dry balconies, flower beds, niches etc. attached to the said Premises and approved by the competent authority as shown in red coloured hatched lines on the plan annexed hereto) situated at M. G. Cross Road, Kandivli (West), Mumbai 400067.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

Amenities/Fixtures provided in the



- ❖ Decorative Entrance Lobby.
- ❖ Porcelano/Vitrified Tiles flooring in all Rooms.
- ❖ French Aluminium Anodised windows in Living Room with 7 feet height
- ❖ Granite kitchen platform, with stainless steel sink and 7 feet height dado in the Kitchen.
- ❖ Concealed copper wiring with standard switches (ISI standard)
- ❖ Concealed plumbing with decorative fittings
- ❖ Anodised aluminium sliding windows in other rooms.
- ❖ Main entrance door with brass fittings.
- ❖ Glazed tiles up to door height with marble door frame and bakelite door in the Bathroom and toilets.
- ❖ High quality painting in the flats as well as the exteriors
- ❖ Lift of reputed make.

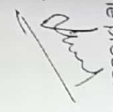
of the Building &	
88/52	2E
1080	


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In witnesses whereof the parties hereto have hereunto set and subscribed their hands, imprinted their left hand thumb, setted their recent photograph and seal the day and year first above written.

SIGNED AND DELIVERED BY THE WITHINNAMED
"DEVELOPERS" M/s. SHREE MANGAL
ASSOCIATES through the hands of its Partner
Mr. Ayush Goenka

In the presence of

1- 

2- 

SIGNED AND DELIVERED BY THE WITHINNAMED
"PURCHASER/S"
Mr. ATUL M. SHAH

In the presence of

1- 

2- 









वदत-१६
२०१०

RECEIPT

Received the day and year first hereinabove written of and from the withinnamed Purchaser/s the sum of Rs.6,00,000/- (Rupees Six Lakh only) being the amount of earnest money/deposit and other amounts payable towards purchase of the said premises, by the following cheques drawn in favour of "Messrs Shree Mangal Associates".

Sl. No.	Instrument Number	Date	Bank Name	Branch	Amount
1	Cheque 553337	24-08-2009	Bank of Baroda	C. P. Tank	Rs. 2,50,000/-
2	Cheque 621116	01-02-2010	Bank of Baroda	C. P. Tank	Rs. 2,50,000/-
3	Cheque 054620	22-03-2010	Saraswat Bank	Kandivalli (West)	Rs. 1,00,000/-
TOTAL					Rs. 6,00,000/-

WE SAY RECEIVED

For M/s. SHREE MANGAL ASSOCIATES

(Signature)
Partner

*Cheques received herein are subject to realisation



बंदर-१६
 २३/११/१८
 २०१०



58419
0009

सुप्रीम कोर्ट ऑफ इंडिया
सुप्रीम कोर्ट ऑफ इंडिया

सुप्रीम कोर्ट ऑफ इंडिया

सुप्रीम कोर्ट ऑफ इंडिया

सुप्रीम कोर्ट ऑफ इंडिया

सुप्रीम कोर्ट ऑफ इंडिया

सुप्रीम कोर्ट ऑफ इंडिया

सुप्रीम कोर्ट ऑफ इंडिया

सुप्रीम कोर्ट ऑफ इंडिया

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THE KAPOL CO-OP BANK LTD
FRANKING DEPOSIT SLIP
Date: 10/01/2020

Pay to Acct. Stamp Duty	Rs. 500
Franking Value	Rs. 10
Service Charges	Rs. 500
TOTAL	Rs. 1000

Name & address of the stamp duty paying party
Ayush Goenka, Buyers
M/s. Rajaj Bhavan, Narman Point, Mumbai 400 021

Tel./Mobile No. 98460444

DD/Cheque No. _____

Drawn on Bank _____

Trans ID A254

PL-546 Rs. _____

Customer's Copy

SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME: WE, (1) Shri. Ayush Goenka, (2) Smt. Shweta Shantanoo Rane, & (3) Smt. Ranjana Goenka (the "Executants") adults, Indian inhabitants all Partners of M/s Shree Ram Associates having its principle place of Business at Bajaj Bhavan, Narman Point, Mumbai 400 021, Indian Inhabitants, SEND GREETINGS:-

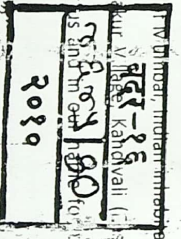
WHEREAS:-



(1) We are the Partners of Partnership Firm being M/s. Mangal Associates constructed and/or proposed to construct residential, commercial comprising of units, flats, Shop etc. as the case may be with parts of Mumbai city and Mumbai Suburban for the purpose Buyers.

(2) And in relation thereto we are required to execute various documents such as Agreement for sale, Sale Deed, Rectification Deed, Deed of Exchange etc. AND due to exigency at work we are unable to attend the office of the Sub-Registrar of Assurances of the Concerned District to admit the execution of aforesaid documents executed by us, hence it is expeditious for us and we also desire to appoint fit and proper person to act for us and on our behalf.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that we (1) Shri. Ayush Goenka, (2) Smt. Shweta Shantanoo Rane, & (3) Smt. Ranjana Goenka, do hereby nominate, constitute and appoint Shri. Krishnakumar Pandey, (the "Attorney") adult addressed at #14, Gokul Horizon, Behind Concorde Towers, The Park Hotel, Khar, Mumbai 400 101 to be our true and lawful attorney to act for us and on our behalf for the purposes expressed that is to say:-



[Handwritten signature]

[Handwritten initials]

To prevent for registration and to admit execution of any Agreement for Sale, Sale Deed, Confirmation Deed, Supplementary Agreement, Deed of Exchange and Deed of Rectification, which are duly executed by us before the Sub-Registrar of Assurances at Mumbai, Bandra, Goregaon, Borivli, Chembur, Nalpur, Thane or any office appointed under the Indian Registration Act, 1908 for the time being in force and having jurisdiction in the area of the construction/Development being done by us.

AND WE DO HEREBY for ourselves, our respective heirs, executors and administrators agree to ratify and confirm all the admission of execution done by our said attorney or purport to do or cause to be done by virtue of these presents, this power of attorney is executed by us without any monetary consideration whatsoever.

IN WITNESS WHEREOF we have hereunto set out our respective hands at this 12th day of Nov 2020 at Mumbai two thousand Nine.

SIGNED SEALED AND DELIVERED by the withinnamed "Executants"

(1) Smt. Avush Goenka

Avush Goenka





(2) Smt. Srantunoo Rane

Srantunoo Rane





(3) Smt. Ranjana Goenka





Accepted

Smt. Krishnakumar Pandey

"Attorney"



in the presence of:

W. V. ...

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उत्पत्क विधान



भारत सरकार
GOV. OF INDIA

COMMITTEE DEPARTMENT

KRISHNA KUMAR PANDEY

P. N. C. PANDEY

18011966

Pre-validated Account Number
AOKPP3974J

Signature



Add: 14 Gokul Heri, an

Behind eamant tower

Madur village

Kanhe (Madur)

Hyderabad - 501



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वर्ग-१६
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MANUJANGAL ASSOCIATES

Advocates & Legal Advisers
Shop No. 1, Gold Horizon, Tolkar Vihar,
Kandivli (East) Mumbai 400101
Phone: 2845944, Fax: 2955111, email: info@manujangal.com

TITLE CERTIFICATE

Re: Property situate, lying and being at Village Kar-diali, Taluka Borivali, Mumbai Suburban District bearing City Survey No. 1110 (P1)

We have investigated the title of Sree Mangal Associates a partnership firm, duly registered under the provisions of the Indian Partnership Act, 1932, having their place of business at 49, Brij Bhawan, Nariman Point, Mumbai 400 021 (the "Developers") in respect of immovable property being lands or grounds by admeasurements 2701.85 sq. mts. area or thereabouts bearing City Survey No. 1110 (P1) more particularly described in the second schedule written hereunder and hereinafter called and referred to as the "SAID PROPERTY".

1 MUNICIPAL CORPORATION OF GREATER MUMBAI or FRIHANMUMBAI M.C. (ANACAR) PALKA (hereinafter the "MCGM") is the owner as per the records of rights pertaining to a larger piece of lands or grounds by admeasurements 3211.4 sq. mts. area or thereabouts bearing City survey number (hereinafter the "CTS") 1110 (P1) situate, lying and being at Kandivli, Talukā Borivili in the registration District and Sub-District of Mumbai Suburban and hereinafter for the sake of brevity and convenience called and referred to as the said "Larger Property" (more particularly described in the First Schedule hereunder written). AND a portion of the said larger property by admeasurements 2701.85 sq. mts. area or thereabouts was fully encroached upon by the said hearing CTS 1110 (P1) situate lying and being at Kandivli, Taluka Borivali, Taluka Borivali, District and Sub-District of Mumbai Suburban AND in pursuance of the Government Resolution No. 1096 S. No. 68 G. dated 19/5/1975 based sum in or about the said property falls under the provisions of the said Act and therefore eligible for free allotment accommodation.



2 The Developers herein were accepted by the MCGM for the implementation of the Slum Rehabilitation Scheme and the slum dwellers subsequently executed a common consent dated 30/06/2005, to record their intimate relationship with the implementation of the said Slum Rehabilitation Scheme. The Dy. Chief Engineer Slum Rehabilitation Authority (hereinafter the "SRA") has requested the MCGM for its NOC under the provisions of Sub-Regulation 2.3 of appendix - IV of the Development Control

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ALL THAT PIECE AND PARCEL of land or ground, bearing (T. Nos. 1110 (P1), addressing No. 22, 185 & 191, area or thereabouts situated in the g and being at Village Kandivli, Taluka Borivli, Registration No. S10 District, Municipal Sub-division situated at M. G. Cross Road, Kandivli (West), Mumbai 400067 are bounded as follows:

Towards the North: BY NALLAH

Towards the South: BY CTS No. 1112

Towards the East: PARTLY BY CTS NO. 1111 and Boundary of Village Poisar

Towards the West: BY CTS NO. 1100 G

Dated this 18th day of August, 2009

Krishnakumar Pandey
(Advocate)



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regulations for Greater Bombay 1991, pending execution of Lease Deed and/or Deed of Assignment the Scheme for Rehabilitation of the Slum Dwellers was sanctioned by the SRA.

3 The said SRA after verifying the Said Slum Rehabilitation Scheme approved the same and issued Letter of Intent (hereinafter the "LOI") bearing No. SRA/ENG/1136/RS/ML/LOI which was duly revised by the SRA on 14/10/2008.

4 The Executive Engineer of SRA under sub regulation 2.3 of Appendix IV in accordance with Clause 33(10) of amended Development Control Regulation, For Greater Bombay 1991, granted intimation of Approval bearing No. SRA/ENG/2171/RS/ML/AP which was duly revised on 08/04/2009 (the "IOA"), sanctioned the plans for the construction of the Said Building; (hereinafter the "Said Building") and also issued Commencement Certificate bearing No. SRA/ENG/2171/RS/ML/AP revised on 30/07/2009. The Said Building is now given the name as "MANGALMAY".

I have seen search report dated 22/03/2009 given by Sandeep Shedje - Search Clerk in respect of the said property, I have seen the copy of LOI bearing No. SRA/ENG/1136/RS/ML/LOI duly revised by the SRA on 14/10/2008, I have also seen the copy of IOA bearing No. SRA/ENG/2171/RS/ML/AP which was duly revised on 08/04/2009, have gone through the copy of commencement certificate bearing No. SRA/ENG/2171/RS/ML/AP revised on 30/07/2009.

In the circumstances and subject to what is stated hereinabove, we are of the opinion that pending execution of Lease Deed and/or Deed of Assignment the title of the said M/s. Mangal Associates to the said property is clear, marketable and free from all encumbrances beyond reasonable doubts.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE AND PARCEL of land or ground together with the buildings thereon, bearing CTS Nos. 1110, admeasuring 3261.4 sq. mts. situated in the village of Kandivili, Taluka Borivili, registration Sub District, Mumbai Suburban District, Mumbai, Maharashtra, bearing CTS Nos. 1110, 1111 and 1112, and boundary of Village Palsar

Towards the North: BY NALLAH

Towards the South: BY CTS No. 1112

Towards the East: PARTLY BY CTS NO. 1111 and Boundary of Village Palsar

Towards the West: BY CTS NO. 1100 G



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THE SECOND SCHEDULE ABOVE REFERRED TO

Continuation Sheet No. 2

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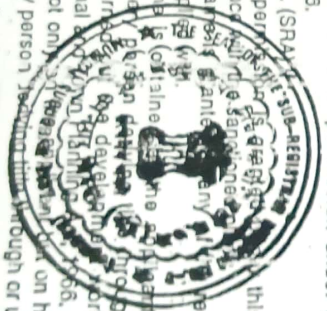
SLUM REHABILITATION AUTHORITY
5th floor, Gaha Naman Bhawan, Bandra (E), Mumbai - 400 051
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FCRMA '66)
No. **SRA/ENG/217/RS/ML/AP 30 JUL 2009**
COMMENCEMENT CERTIFICATE

To
M/s. Shree Mangal Associates,
21/146, M.H.B. Colony, Hajandra
Dattapada Road, Borivalli (East),
Mumbai-400 066.

Sir,
With reference to your application No. **5310** dated **07/04/08** for Development and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. **_____** of village **Kandivalli** T.P.S. No. **_____** situated at **M.S. Cross Road, Kandivalli (W), Mumbai** ward **N/5** **_____**

The Commencement Certificate/Building Permit is granted subject to compliance of provisions of the Maharashtra Regional and Town Planning Act, 1966 and the following conditions:
SRA/ENG/1136/RS/ML/LOT
SRA/ENG/2171/RS/ML/AP
dt. 08/04/08

1. The land vacated in consequence of endorsement of the setback line/road widening line from part of the Public Street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any reason until occupancy permission has been granted.
3. 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 months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you, contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) if:
 - (a) The development work in respect of which permission is granted in this certificate carried out or the use thereof is not in accordance with the conditions stipulated in the certificate.
 - (b) Any of the condition subject to which the same is granted is not complied with.
 - (c) The C.E.O. (SRA) is satisfied that the same is not in accordance with the conditions stipulated in the certificate.
7. The conditions of this certificate shall be binding not only on the person named in the certificate as assignees, administrators and successors and every person claiming through or under him. The C.E.O. (SRA) has appointed **SHRI J.V. PATGAONKAR**



Executive Engineer to exercise his powers and functions of the Planning Authority under section 44 of the said Act.
This C.C. is granted for work up to **Plinth level for sale building.**

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For and on behalf of Local Authority
The Slum Rehabilitation Authority
Executive Engineer (SRA)
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

28/1/19
0009

This C.C. is further extended for part
+ part ground + 1st to 9th upper floor as
approved amended plans dt. 30/04/2009.

[Signature]
Executive Engineer III
State Sol. Commission Authority

No. SPP/Eng/2171/K2/M/100 29 JAN 2011
This C.C. is further extended for
as per approved amended plan dt. 30/04/2009.

[Signature]
29/1/11
EXECUTIVE ENGINEER
State Sol. Commission Authority



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Slum Rehabilitation Authority
4th Floor, C-1, Naraina, B-2
Sector 15, New Delhi - 110028
Phone: 011-26100111, 0405
Fax: 011-26100115, 0405
E-mail: info@sra.gov.in

Ref: SRA/ENG/1136/RS/M
Dated: 11 4 OCT 2008

To,
Architect : Shri Shantanoo Rane, Architect,
M/s. Shantanoo Rane & Associates,
16, Kaleshwar Palace, Anarneri (East),
Mumbai - 400 069.

Developer : M/s. Shree Mangal Associates,
21/146, M.H.B. Colony,
Rajendra Nagar, Dattapur a Road,
Borivali (East), Mumbai - 400 066

Society : "Mangalmay CHS (Proposed)",
At M. G. Cross Road, Kandivali (West),
Mumbai.

Subject : Slum Rehabilitation Scheme proposed on the slum plot
bearing C.T.S. No. 1110' (pt) of Village Kandivali at
Cross Road, Kandivali (West), Mumbai Suburban District
for the proposed "Mangalmay CHS (Proposed) Cooperative Housing
Society".

Reference : SRA/ENG/1136/RS/M



By direction of CEO (SRA) this office is pleased to issue the Revised Letter
to inform you that, your above proposal is considered and principally approved
of 3.136 FSI THREE POINT ONE THREE SIX FSI) in accordance with
Section No. 33 (10) and Appendix - IV of amended D. C. Regulations out of which
the FSI of 3.00 shall be allowed to be consumed on the slum plot subject to
the following conditions.

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Dy. Chief Engineer,
Slum Rehabilitation Authority

SRA/ENG/1136/RS/ML/VOL. 4 OCT 2008

- 2) That you shall submit the P.R.C. as required till which time development shall be restricted to 75% of permissible built up area.
- 3) That you shall restrict the built up area meant for sale in the open market to 75% of built up area of rehabilitation as per the salient features annexed herewith.

The salient features of the scheme are as under:

Sr.No.	Description	Area in Sq.mtr.
1	Plot Area	2201.85 Sq. Mt.
2	Deduction	
3	Net Plot area	2201.85 Sq. Mt.
4	Deductible RG	
5	Net Plot area	2201.85 Sq. Mt.
6	Addition for FSI Purpose	
7	Permissible FSI on plot	3.00 FSI.
8	Plot area for FSI	2201.85 Sq. Mt.
9	Permissible Built Up Area on plot	6605.55 Sq. Mt.
10	Rehabilitation built up for FSI	3017.20 Sq. Mt.
11	Area of Passage, Balwadi, welfare center, Society Office	870.77 Sq. Mt.
12	Rehabilitation Component	3887.97 Sq. Mt.
13	Sale Component	3887.97 Sq. Mt.
14	Total BUA approved for the Scheme (10 + 13)	7775.94 Sq. Mt.
15	FSI sanctioned for the scheme (14/15)	3.1
16	Sale BUA proposed in situ (9-10)	3580.05 Sq. Mt.
17	BUA permitted on plot (10 + 16)	7160.10 Sq. Mt.
18	FSI proposed in situ (16/5)	3.1
19	No. of Tenements to be Rehabilitated	54
20	No. of PAP	57



That you shall get the plot boundaries demarcated and the compound wall constructed prior to commencing building works and the same shall be certified by the concerned Architect before requesting for C.O. beyond the plinth level.

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Dr. Chief Engineer
Slum Rehabilitation Authority

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Slum Rehabilitation Authority
5th Floor, Criba Nirman Bhavan,
Bandra (East), Mumbai 400 051,
Fax: 022-26590457
Tel: 022-26590519/0405/1879/0993
E-mail: info@sra.gov.in

No: SRA/ENG/2171/RS/ML/AP
Date: 30 JUL 2009

To,
Shri Shantanoo Rane, Architect,
M/s. Shantanoo Rane & Associates,
16, Koteswar Palace, Andheri (East),
Mumbai - 400 069.

Sub: Proposed Amendment of sale building on the slum plot
bearing part of C.T.S. No. 1110 of Village Kandivali at
M.G. Cross Road, Kandivali (West), Mumbai;
For "Mangalmay C.H.S.LTD".

Ref: Your letter dated 24/06/2009.

Gentleman,

With reference to above, the amended plan submitted by you for

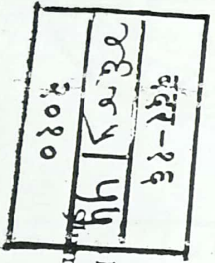
Sale building are hereby approved by this office subject to following conditions

- 1) That all conditions of letter of intent issued under No. SRA/ENG/1136/RS/ML/LOI dated 14/10/2008 shall be complied with.
- 2) That conditions of IOA under No. SRA/ENG/2171/RS/ML/AP dated 24/06/2009 shall be applicable and should be complied with July. 07 shall be applicable and should be complied with.
- 3) That Revised Structural design and calculations shall be submitted.
- 4) That revised drainage approval shall be obtained.
- 5) That changes as per amended plans mounted on canvas shall be submitted.



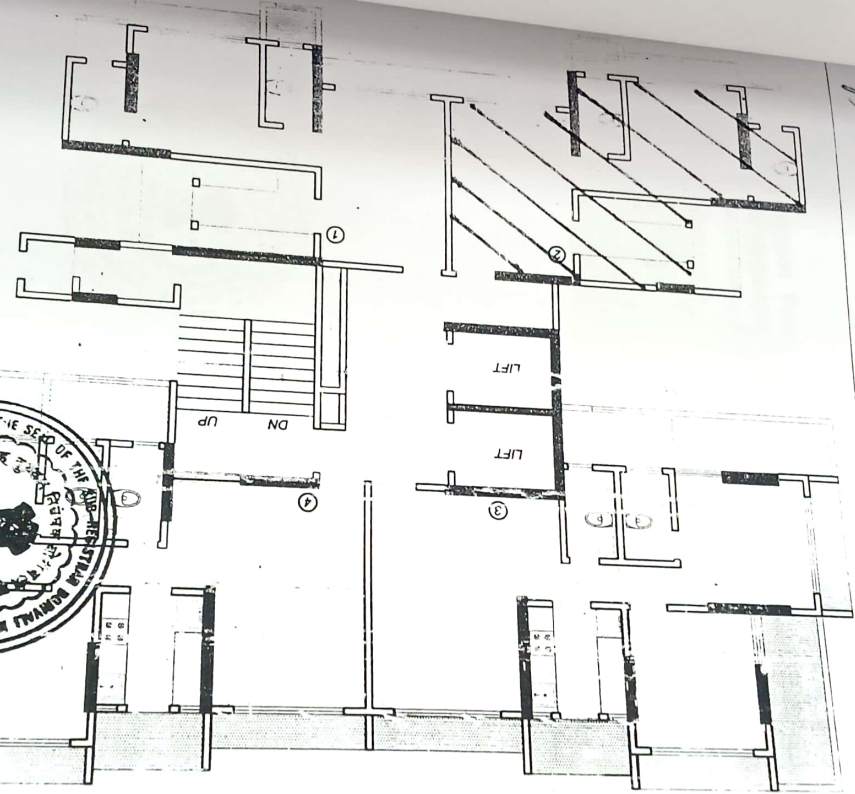
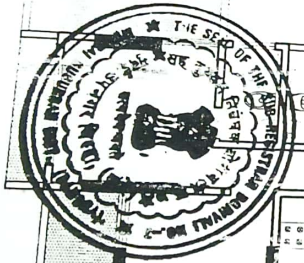
Yours faithfully

Executive Engineer - II
Slum Rehabilitation Authority



SALE PLAN

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F L A T
No. 1702

AGREEMENT FOR

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41.04 0.702 17 17

51,500.00 * 100.00 / 100 = 51,500.00

51,500.00 110.00 1100



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= 2,324,916.00 + 0.00 + 0.00 + 0.00 + 0.00
+ 0.00 + 0.00
= 2,324,916.00

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2010

CERTIFIED TRUE COPY



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AGREEMENT FOR

DATE	4/15 / 2011
FOR	

2011-11-15	2011-11-15
2011-11-15	2011-11-15



Dr. L. M. L. K.

[Signature]

[Signature]

[Signature]

CERTIFIED TRUE COPY

4645 / 2011

