



General Stamp Office, Mumbai.

Date.....

L. S. V. No.....

15 FEB 2005

Proper Officer

193

AGREEMENT FOR TRANSFER/UTILIZATION**OF F.S. I. DATED 22.02.2005**

श्री. गजेन्द्र हरीशचंद्र दळवी

परवाना धारक मुद्रांक विक्रेता,

श्रीम साई स्टेशनर, विजय पंजाब हॉटेल समोर,

अंधेरी पोलीस चौकीच्या वाजळा,

अंधेरी कुर्ला रोड, अंधेरी

सर्वथी श्री./श्रीमती

शांना क.....

22 FEB 2005

22 FEB 2005

SHREE KUMAR NAIK

चा न्यायिकेस्य मुद्रांक विक्रेता

राहा

परवाना धारक मुद्रांक विक्रेता

Between

MR. SURENDRA PARSHURAM KAMBLI

Proprietor of Survin Development Corporation

Having office at 120, Jasud Bhavan

Road no. 24 A , Sion West, Mumbai 400 022

Hereinafter called the TRANSFEROR

AND

MR SREEKUMAR NAIR

Having address at Row house at D 38E

Bhuvanagiri Co-op. Housing Society Ltd., Ashokvan

Shiv Vallabh road, Borivali East

Mumbai 400 066

Hereinafter called the TRANSFEREE

WHEREAS

The transferor above named holds the balance Floor Space Index (FSI) 230.00 sq. mtrs. which is kept in abeyance by the Building Proposal Department Kandivalli West of the Municipal Corporation of Greater Mumbai in approval lay out for Ashokvan (part 1) under file No. CE/531/LO/R DT. 17.01.1997.

The transferee above named holds rightfully a row house (unit No. D 38E) Bhuvanagiri co-op. Housing Society Ltd, Ashokvan, Shiv Vallabh Road, Borivali East, Mumbai 400 066 which has been developed by the Transferor as Builders.

NOW

The transferor hereby declares and confirms having agreed to transfer the utilization of FSI for an area admeasuring 255 sq. ft. (Two hundred fifty five sq. mtrs.) out of the above balance FSI kept in abeyance to the transferee hereinabove named and the said transferee hereby expressly consent and confirm to utilize the said part balance FSI of 255 sq. ft. for an additional construction work of mezzanine floor, extension in front of elevation on ground floor, extension first floor and existing balconies and first floor beyond approved width which has been constructed earlier on the basis of plans which has been last approved by Municipal Corporation of Greater Mumbai under file No. CE 12G-CHE/6246/BPCWS/ARF for the group of six units of row house each. The transferee agrees that he shall not make use of this extra FSI for any other purposes than the three locations, ie. 1) Mezzanine Floor 2) The balcony extension and 3) the two offsets.


It is further confirmed by the transferor that it is his/their responsibility to obtain the occupancy certificate through his good offices from the Municipal Corporation of Greater Mumbai (Building Proposals) for which the transferor has agreed to make an application with plans on humanitarian grounds approvals of which the transferor claims no responsibility. It is further confirmed by the Transferor that he shall have no further claims, lien, mortgage, building right or any kind whatsoever on the said row house no. D 38E. Therefore, on his part, the Transferee agrees to fulfill his obligation of payment of Rs 95,000 (Rupees Ninety five thousand only) for 255 sq. ft as mentioned above. The said amount of Rs. Ninety five thousand is hereby paid and the transferor acknowledges the receipt of the sum.

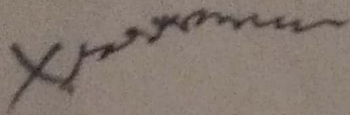
It is further confirmed by the transferee that all outgoing including stamp duty and registration charges and/or premium and/or development charges and/or transfer charges or any other charges or levies, dues, Cess etc. required to be paid for the transfer and/or consumption and/or processing and/or utilization of the said F S I as aforesaid shall be borne by the transferee alone and the transferor shall not be called upon to bear or pay or contribute anything towards the same.

It is further confirmed by the Transferor that only on receiving the entire consideration amount against the sale of 255 sq. ft. of F S I from the Transferee, the Transferor shall make fresh application for the deduction of F S I and issue No Objection Certificate to debit the balance F S I kept in abeyance to the extent of 255 sq. ft. as agreed hereinabove which is also separately confirmed by the NOC letter of the Transferor forming part and parcel of this transaction.

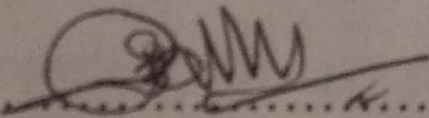
It is further declared by the transferor that he is having blindness and he read the above said deed with the help of an authorized person and he is satisfied with the above clauses.



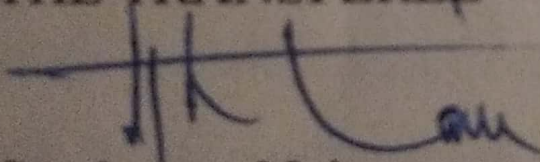
SIGNED, SEALED AND DELIVERED
BY THE TRANSFEROR



Mr. SURENDRA PARSHURAM KAMBLI
Proprietor of Survin Development Corporation

In the Presence of ... 

SIGNED SEALED AND DELIVERED
BY THE TRANSFEREE



Mr. Sreekumar Nair

In the Presence of.....

Maya
31/08/04

Surviv Development-

1) Regularisation Charge =	46,942.13
2) Garage Entrance	600.00
3) Scrutiny Fee	3850.00
4) I.O.D. Deposit	1420.00
5) Debris A/c	10960.00
6) Re-validation Charges	3200.00
	<u>66,972.13</u>

Surviv liabilities to B.M.C	<u>66,972.13</u>
Surviv to pay on the A/c of R/H No. 38	13,315.00
	<u>80,287.13</u>

Surviv to pay Swastik	359.36.00
Surviv to pay Deehpande	26,373.00
	<u>1,42,596.13</u>

Row - HOUSE NO. 38E. NAIR.

1. Regularisation penalty. 193×57.11	=	11022.23
2. Unauthorised Occupation Certificate.	=	2708.33
3. Development Charge	=	2383.55
		<u>16114.11</u>

Mr. Nair's liabilities towards B.M.C.

NAIRS LIABILITIES TO SURVIN DEVELOPMENT

Total F.S.I. Consumed $193 \times 400 = \underline{\underline{77200=00}}$

STATEMENT OF F.S.I ANALYSES UTILISE IN 12 G.

1) Total F.S.I Consumed in 12 G = $\frac{504.16 \text{ Sq. Mtr.}}{504.16 \text{ Sq. Mtr.}}$
(5424.76 Sq. Ft)

2, TOTAL EXTRA F.S.I CONSUMED IN 12G = 493 ^{Ft.} Sq. Mtr.

3, Row House No. 38E Staircase - 128 Sq. Ft.
margin - 65 Sq. Ft.
193 Sq. Ft.

4, Row House No. 39 Extrabalcony - 22.5 Sq. Ft.

5, Row House No. 40 margin Floor - 130.00 Sq. Ft.
offset 80.00 "
Balcony 22.50 "
232.50

6, Row house No. 41 Extrabalcony. 22.5 Sq. Ft.

7, Row House No. 42 " " 22.5 Sq. Ft.

TOTAL F.S.I. Utilised 493 Sq. Ft.

8) TOTAL 5424.76 LESS 493 = 4931.76 Sq. Ft.

9, $4931.76 \div 6 \text{ Row houses} = 821.96 \text{ Sq. Ft. per Row house}$
(76.39 Sq. Mtr)

10.