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# पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

2015, Thursday,June 04

1:36 PM

पावती कं.: 6748

दिनांक: 04/06/2015

गावाचे नावः विलेपार्ले

इस्तऐबजाचा अनुक्रमांक: बदर1-4996-2015

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: निशा जे मेहता यांच्या अर्फे मुखत्यार जयप्रकाश - सिंह

नोंदणी फी

₹, 30000.00

दस्त हागाःग्णी फी

₹. 2740.00

पृष्ठांची संस्या: 137

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the professional sales

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आपणास मूळ दस्त ,यंबनेल प्रिंट,सूची-२ व सीशी अंदाजे 1:48 PM ह्या बेळेस मिळेल.

दुय्यम निबंधक, अंधेरी-1

बाजार मुल्य: रु.16479519 /-

भरलेले मुद्रांक शुल्क : रु. 1030000/-

मोबदला: रु.20600000/-

सह. दुय्यम निबंधक अंबेरी-१.

मुंबई ठमनगर जिल्हा.

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्मम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001355518201516R दिनांक: 04/06/2015

बॅकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 2740/-



### AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this Tune. in the Christian Year TWO THOUSAND FIFTEEN BETWEEN M/S. RAVI CONSTRUCTION CO., a Partnership Firm duly registered under the Indian Partnership Act, 1932 and having their office and carrying on business at Shop No. - 12, E. Building, Misquitta Nagar, Chhatrapati Shivaji Road, Dahisar (We:t), Mumbai hereinafter called "THE OWNERS" (which expression repugnant to the context or meaning there of be deeded to include the partner or partners for the hinde survivor or survivors of them, helrs, exec lions and the last surviving partner/s, their, his assigns), through its Partner Mr. Jayesh A. Mehta, aged about 47 yeas, (which expression shall unless it be repugnant to the context or neaning thereof mean and include its partners for the time being of the said firm, survivors of them and their respective administrators of the last surviving Partner) of ONE PA

AND

(i)Mrs. Nisha J. Mehta, aged about 46 years, having PAN \_\_\_\_\_, aged about ACZPM1898H (ii) -\_\_\_\_\_, beth Indian Inhabitants, both \_\_ years, having PAN\_: = 2: 402, Ruchita Towers, JUHU VARLOYA GAKRO. AMARINI address hereinafter called "THE BUYER/FLAT PURCHASERS/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART:

### WHEREAS:

On 04/07/1954, one Zaverbai Kanji Mithaiwala purchased and A) acquired, non-agricultural land admeasuring 1121 Sq. Yards or thereabouts equivalent to 937.29 Sq. Mtrs. or thereabouts together with the structures standing thereon bearing original Plot No.366 and old Survey No.75-A, Hissa No.6 (part) of Village Vile Parle, Taluka - Andheri, Mumbal Suburban District, situate at Shradhanand Road, Vile Parle (East), Mumbai - 400 057 (hereinafter referred to as the "said Larger Property"), in public from the Competent Officer, Bombay State who was horized under Section 10 of the Evacuee Internal paration Act: 1951 to sell the said property and the said Competed Officer, Bombay State issued a certificate of Sale Dt: 16/08/1954 declaring the said Zaverbai Kanji Mitahiwala, the

Under registered Deed of Conveyance Dt.20/02/1964 executed Between Smt. Zaverbai Kanji Mitahlawala therein by and to as "the Vendor" and Smt. Lilavati Gokuldas Udeshi

purchaser of the said Property.

:ps://inet.ldbi

# Hot Payment Successful. Your Payment Confirmation Number is 53973756

(†) IDBI BANK

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Receipt Type	RE			Dept. ID			
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therein referred to as "the Purchaser", the Purchaser therein purchased and acquired portion of the said Larger property being all that piece and parcel of land or ground of Non-Agricultural tenure admeasuring 577 Square 'ards or thereabouts and bearing Collectors Old Survey No.75 A, Hissa No.6, Part (A) in the Registration Sub-District of Bandra, District Mumbai Suburban, together with the building or dwelling houses standing thereon, situate lying and being at Stradhanand Road, Vile Parle (East), Mumbai – 400 057, more particularly described in the schedule thereunder written for the consideration recorded in the said Deed of Conveyance Dt.20/02/1964. The said Deed of Conveyance Dt.20/02/1964 is with Sub-Registrar of Assurance 26/06/1964 at Bandra is registered on at No.BND/475/1964. The said plot admeasuring 577 Sq.yds. equivalent to 482.42 sq.mtrs. Is assigned as Original Plot No.366 admeasuring 472.41 sq.mtrs. in Town Planning Resource, Vile Parle No. V (hereinafter referred to as the said O.P.No. Under registered Deed of Conveyance Dt 28/02/

by and between Smt. Lilavati Gokuldas Udeshi therein referred to as "the Vendor" and M/s. Shah Enterprise therein referred to as "the Purchaser", the Purchaser therein purchased and acquired all that piece and parcel of land, hereditaments and premises admeasuring about 482.42 Sq. Mtrs. bearing-Original Plot No.366 corresponding to final Plot No.409 of IPS V, of Vile Parle (East) and City Survey No.1533, 1538 1 to 7 (area as per

Property Card 612.2 Sq. Mtrs.) in the Registration Sub-District of

M

C)

Bandra, District Numbai Suburban, together with the building or dwelling houses standing thereon, situate lying and being at Shradhanand Roi d, VIIe Parle (East), Mumbal - 400 057, more particularly descr bed in the schedule there under written for the consideration an I on terms and conditions more particularly recorded in the said Deed of Conveyance Dt.23/02/1979. The said Deed of Conveyance Dt.23/02/1979 was lodged for registration with Sub-Registrar of Assurance at Bombay on 01/03/1979 and the same was indexed and registered on 28/11/1979 at Serial No.S/606/79.

Under registered Deed of Conveyance Dt.26/10/2005 executed D) by and between the said M/s. Shah Enterprise therein referred to as "the Vendor" and M/s. Shree Balaii Realtors therein referred to as "the Purchaser", the Purchaser therein purchased and acquired all that piece and parcel of land, hereditaments and premises admeasuring about 482.42 Sq. Mtrs. bearing Original No.366 corresponding to final Plot No.409 of TPS - V. of Vile and City Survey No.1538, 1538/1 to 7 (area as per perty Cand 612.2 Sq. Mtrs.) in the Registration Sub-District of drag piggrict Mumbai Suburban, together with the building or houses standing thereon, situate lying and being at Shradhanand Road, Vile Parle (East), Mumbai - 400 057, more particularly described in the schedule there under written for the ensideration and on terms and conditions more particularly Le ELegothed

fald Deed of Conveyance Dt.26/10/2005. The

Said Heed of Coureyance Dt.26/10/2005 is registered with Sub-

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Registrar of Assurance at Mumba under Serial No.BDR-1-10630/2005 Dt.27/10/2005.

E)

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Under registered Deed of Conveyance Dt.21/04/2006 executed by and between the said M/s. Shies Balaji Realtors therein referred to as "the Vendor" and "R. vi Construction Company" therein referred to as "the Purchaser", the Purchaser therein purchased and acquired all that piece and parcel of land, hereditaments and premises admensuring about 482.42 Sq. Mtrs. bearing Original Plot No.366 corresponding to final Plot No.409 of TPS - V, of Vile Parle (East) and City Survey No.1538, 1538/1 to 7 (area as per Property Card 612.2 Sq. Mtrs.) in the Registration Sub-District of Bandra, District Mumbai Suburban, together with the building or dwelling houses standing thereon, and known as "Mithaiwala Chawl" situate lying and being at Shradhanand Road, Vile Parle (East), Mumbai - 400 057, more particularly described in the schedule there underwith consideration and on terms and conditions pages recorded in the said Deed of Conveyance Dt 21/04/ said Deed of Conveyance Dt.21/04/2006 is register Registrar of Assurance at Mumbal under Serial No.BDR-1-3932/2006 Dt.11/05/2006.

(E) above the C.T.S Number of the Property is mentioned as 1538, 1538/ 1 to 7, instead of C.T.S Number 1538-A, 1538/ 1 to 7. However, since the said Prope ty is forming part of Town
Planning Scheme No. V of Vile Parle which is sanctioned by the

State Government and come into force from 1<sup>st</sup> August 1994 and in Form 1 issued by the Assistant Engineer, (Town Planning) being Redistribution and Valuation Statement the said C.T.S.Nos.1538A, 538A/1 to 1538A/7 is assigned as O.P. No.366 and Final Plot in lieu thereof is assigned as 409 admeasuring 612.2 sq.mtrs. and as per the said statement the said M/s. Shah Enterprises have been duly shown as Owners thereof. The said Final Plot No.409 admeasuring 612.20 sq.mtrs. Is hereinafter for brevity's sake referred to 'THE SAID PROPERTY'. The copy of Form "B" issued by Town Planning Authority showing area of Final Plot No.409 as 612.20 Sq.mtrs. is annexed herewer and marked as "Annexure – 1".

by and between M/s. Ravi Construction Company, therein referred to as 'the Owners' of First Part and M/s. Siddhi Enclave, therein and herein referred to as 'the Developers' of the Other Part, the Owners therein granted development rights evelopers therein with respect to the said property for the Other Part, the Owners therein with respect to the said property for exception and on the terms and conditions more of the said Joint Development Agreement Dt.

Out of 10. The said Joint Development Agreement is duly registered with Sut-Registrar of Assurance, Bandra, and Mumbai on 01/10/2010 under Sr. No. BDR15 – 10472 – 2010.

H) Pursuant to the said Joint Development Agreement Dt.
the Developers M/s. Siddhi Enclave started the building and as per the terms and condition



of the Joint Development Agreement Dt. 01/10/2010 the Owners herein are entitled to following flats duly constructed by the Developers M/s. Siddhi Enclave and the Owners herein are entitled to deal with the said flat as they deem fit and proper.

Floor	Flat No. 1	Flat No. 2	Flat No. 3	F a: No. 4	Flat No. 5	Flat No. 6
1 <sup>st</sup> Flr.	Owner	Owner	Owner	C wner	Owner / Developer	Developer
2 <sup>nd</sup> Flr.	Developer	Developer	Owner	-		
3 <sup>rd</sup> Flr.	Owner	Developer	Owner	†		
4th Fir.	Owner	Owner	Owner	<del> </del>		
5th Flr.	Owner	Owner		-		
6th Flr.	Developer	Developer				
7 <sup>th</sup> Flr.	Owner	Owner		-		
8th Flr.	Developer			-		
9th Flr.	Developer	Developer		-		
10th Flr.	Owner	Owner		-		
11th Flr.	Developer	Developer		-		
12th Flr.	Owner	Owner	1	-		
13th Fir.	Owner	Developer				

(i) The said property consists of a building having 5 units occupied by Tenants shown with red colored crossed lines on the plan Annexure 2 hereto, out of 5 tenants two terms were settled previously by the Owners herein and remaining three tenants are duly settled by the Developers W.s. John Enclave and Owners herein jointly and the cost for the same is shared in the ratio of 60:40 by the Owners and Developers M/s. Siddhi Enclave respectively.

(ii) There are also about 5 hutments encroaching on the portion of the said Property being access road from Shraddhanand Cross Road No. 4 to the said Property, who are already settled by the Owner and Developers M/s. Siddhi Enclave jointly and the cost



for the same is shared in the ratio of 60:40 by the Owners and Developers M/s. Siddhi Enclave respectively.

(iii) There existed eight unauthorized structures occupying and encroaching on the west side compound wall of the said Property, which are to be settled by the Owners and Developers M/s. Siddhi Enclave jointly and the cost for the same to be shared in the ratio of 60:40 by the Owners and Developers M/s. Siddhi Enclave respectively. For convenience rough sketch of property showing the said building with tenants, hutments and encroachment on west side compound wall is annexed hereto and marked as **Annexure – 2.** 

through their Architect Mr. Mahendra Gohil of "Marg Consultants"

and Municipal Corporation of Greater Mumbai has already sanctioned the plans and issued I.O.D. dated 25/08/2008 bearing No.CE/8950/WS/AK/Dt.25/08/2008. The copy of said

IOD is enclosed rerewith and marked as Annexure- 3. The

colonia from the Owners herein and appointed M/s. Square

Consultates as the Architect for the project for Municipal

, Planning and all Architectural Services. The Developers

Siddhi Enclare have further pursued the matter with the

M.C.G.M. through M/s. Square Consultants for obtaining various

concessions and further approvals and accordingly amended

Co Csarotioned plane showing a new super structure with 13 storey

Towerus obtained from M.C.G.M. along with amended I.O.D. No.



1

CE/8960/WS/AK/Dt.04/02/2010. The amended I.O.D. Dt.04/02/2010 and Commencement Certificate Dt. 29/10/2010 are annexed herewith as Annexure - 4.

K)

As per the terms and conditions of Joint Development Agreement Dt. 01/10/2010 the Developers M/s. Siddhi Enclave has allowed to develop at its own costs, risks, expenses and responsibility and on "principal to principal" basis and the not as agent of the Owners by putting building plans that may be sanctioned by M.C.G.M., and as per the terms and conditions that may be imposed by the concerned authorities while sanctioning the said plans and shall be entitled to utilize the entire floor space index [F.S.I.] as available in respect of the said Property and the F.S.I. of other properties by way of transfer of development rights [T.D.R.] to the maximum extent permissible under Development Control Regulations, free from all encumbrances, claims and demands on all that piece and parcels hereditaments and premises admensuring Mtrs. bearing Original Plot No.366 corresponding No.409 of TPS - V, of Vile Parle (East) and Charles 1538/1 to 7 (area as per Property Card 612.2 Sq. Mtrs.) in the Registration Sub-District of Bandra, District Mumbai Suburban. together with the building or dwelling houses standing thereon, and known as "Mithalwala Chawl" situate lying and being at 320 Shradhanand Road, Vile Parle (East), Mumbai - 400 particularly described in the Schedule here under written. The Owners have settled the claim of ten tenants occupying rooms in

said Mithaiwala Chawl as monthly contractual tenant by giving them Permanent Alternate Accommodation in the new building to be constructed on the said property and necessary Agreement thereof are also executed.

The Owners herein and Developers M/s. Siddhi Enclave are L) developing the said property by demolishing the existing chawl structure known as 'Mithaiwala Chawl' standing thereon and constructing a multi storey new building in the name of "ADOBE HEIGHTS" in the manner hereinafter stated, as per the plans which has sanctioned by Municipal Corporation of Greater Mumbai i.e. MCGI1 vide I.O.D. Dt. 25/08/2008 bearing No. CE/8960/WS/AK and amended I.O.D. No. CE/8960/WS/AK/I) .04/02/2010 issued by MCGM and other concerned admorit es by utilizing the entire floor space index (i.e. F.S.I.) as available in respect of the said property and also the F.S.I. of other properties by way of Transferable Development Rights (i.e. T.D.R.) and fungible FSI to the maximum extent permissible and as per the rules and

Edistrapolations of MC 34. The pelopers M/s. Siddhi Enclave have appointed M/s. Square Constitute having address at Shyam Kamal, Wing B, 1st Floor, geria Market, Vile Parle (E), Mumbai – 400 057, registered with MCGM and council of Architects, as the Architect for the said

Project With whom Developers M/s. Siddhi Enclave have executed standard Agreement as per the Agreements prescribed Du the Council of Architects. Similarly the society and developers

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While terms, observ M/s. S construc perform:

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O) In these of Siddhi End

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P) On the instru Kirti Nagda & the Owners to hereunder writt

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Q) The Purchasers

allotment to then

have appointed M/s. Sura & Associates having office at Shubham Building, 3<sup>rd</sup> Floor, Andheri Kurla Road, Andheri (E), Mumbai, as the Structural Engineers for preparation of structural designs and drawings for the construction of new building.

- While sanctioning the said plan, the MCGM has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners herein and Developers M/s. Siddhi Enclave while developing the said property and constructing the buildings thereon and upon due observance and performance by the Owners herein and Developers M/s. Siddhi Enclave, the Occupation Certificate in respect of the said building shall be granted by the MCGM.
- O) In these circumstances, the Owners herein and Developers M/s.

  Siddhi Enclave herein are constructing buildings on the said property described in the Schedule hereunder written for sale on ownership basis the flats, garages, parking space and other premises therein. The name of the Building shall be 'Adobe Heights'.
- P) On the instructions of the Developer; M/s Siddhill Clave, C.

  Kirti Nagda & Associates, Advocate have investigated the evelof
  the Owners to the said property described in the lirst of dule
  hereunder written. The said Advocate by his Certificate opined
  that the title of the Owners to the said property is clear and
  marketable and free from all encumb ances to was every
- Q) The Purchasers herein have applied to the Owners herein for allotment to them a Flat No. 203 on 2nd floor admeasuring

about 930Sq.ft. carpet in the Building Known as "ADOBE HEIGHTS" being constructed on the said property described in the First Schedule hereunder written and accordingly the Owners have agreed to allot to the Purchasers a Flat No. 203 on 2<sup>nd</sup> floor admeast ring about 930 Sq.ft. carpet area in Building Known as "ADOBE HEIGHTS" being constructed of the said property situate at Shradhanand Road, Vile Parle (East), Mumbai - 400 057 (here rafter referred to as "the Said Flat" and more particularly described in Second Schedule hereunder written) The said Flat shal be comprised with AHU, shaft, ODU, CFO passages and ET Features which areas are exclusive, appurtenant and restricted to the said flat including ornamental/ aesthetic features, as shown delineated in red colour boundary line on the Ske ch Plan, annexed hereto and marked as Annexure "5".

The present layout, design, elevation plans may be required to amended from time to time by the Owners herein and the Purchaser has no bjection to the Owners herein and Developers M/s. Siddhiad by the Owners herein and Developers M/s.

Owners have given inspection to the Purchasers of all documents of title relating to the said property including the Joint Development Agreement, plans, designs and specifications prepared by the Architects, the Certificate of Title, revenue and such other documents as specified under the

have appointed M/s. Sura & Associates having office at Shubham Building, 3<sup>rd</sup> Floor, Andheri Kurla Road, Andherl (E), Mumbai, as the Structural Engineers for preparation of structural designs and drawings for the construction of new building.

- While sanctioning the said plan, the MCGM has laid down certain N) terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners herein and Developers M/s. Siddhi Enclave while developing the said property and constructing the buildings thereon and upon due observance and performance by the Owners herein and Developers M/s. Siddhi Enclave, the Occupation Certificate in respect of the said building К shall be granted by the MCGM.
  - In these circumstances, the Owners herein and Developers M/s. 0) Siddhi Enclave herein are constructing buildings on the said property described in the Schedule hereunder written for sale on ownership basis the flats, garages, parking space and other premises therein. The name of the Building shall-be 'Adobe Heights'.
  - P) On the instructions of the Developer; M/s aftidhi Kirti Nagda & Associates, Advocate have hive tiga the Owners to the said property described in the hereunder written. The said Advocate by his Certificate opined that the title of the Owners to the said property is marketable and free from all encumb ances nows
  - The Purchasers herein have applied to the Owners here Q) allotment to them a Flat No. 203 on 2nd

Maharashtra Ownership Flat (Regulition of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the M.O.I. Act") and the rules made there under;

Under Section 4 of the said Maharashtra Ownership Flat Act, the Owners are required to execute a written agreement for Sale of the said Flat with the Purchasers being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908.

# NOW THIS AGREEMENT WITHNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

13 upper floor on the portion of the said land forming part of the property described in the First Schedule hereunder written in accordance with the plans, designs, specifications compulsory the concerned local authority and ways have been and approved by the Flat Purchasers with only such variations and modifications as the Owners consider necessary or as may be required by the concerned to be made in them or any of them.

Provided that they Owners shall have to obtain prior consent in writing to the Flat Purchasers in respect of such variations or modifications, which may adversely affect the said flat of the flat Purchasers.

2. The Flat Purchasers hereby agrees to purchase from the owners and the Owners hereby agree to sell to the flat Purchasers a Flat



No. 203 on 2<sup>nd</sup> flc or admeasuring about 930 Sq.ft. carpet area in the Building known as "Adobe Heights" situate at Shradhanand Rcad, Vile Parle (East), Mumbai - 400 057 (hereinafter referred to as "the Flat") for the price of 2060000000 (Ripees Two crove Six lac\_Only) which includes the price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/I mited common areas and facilities/limited common areas and facilities which are more particularly described in the Third Schedule hereunder written. The said Flat shall be comprised with AHU, shaft, ODU, CFO passages and ET Features which areas are exclusive, appurtenant and restricted to the said flat including ornamental/ aesthetic features, as

annexed hereto and marked as Annexure "5". On or before execution of these presents the Purchasers have

shown delineated in red color boundary line on the Sketch Plan,

Town of Rs. 50000000 (Rupees Fire lac d by way of earnest money or part consideration (the eipt whereof is admitted and acknowledged by the Owners eia scharately) AND the Purchasers hereby agrees to pay to the Owners the balance amount of Rs. 2010000 /- (Rupees

Two crone lac\_only) in the following manner:i) \_\_\_\_\_/- on Completion of R.C.C. Rs. Rs.

084

of the flat.

14

work of the flat.

\	iv)	Rs
	v)	Rs/-

on completion of flooring and Tiling work on handing over vacant possession of the said flat to the Purchaser herein

- 4. The Flat Purchasers hereby declares that before execution of this Agreement, the Owners have made full and complete disclosure and the buyer has taken full, free & complete inspection of particulars and disclosure of the following: -
  - (a) Nature of Owners title to the said property described in the First Schedule hereunder written and all encumbrances, if any, thereto, along with all relevant documents.
  - (b) All plans and specifications duly approved and sanctioned by the MCGM to be build upon the said property;
  - be provided in the building to be constructed on the said property;
  - (d) All particulars of design and materials because construction of the building on the said preparty;
  - and to which the title is to be passed being either a Cooperative Housing Society Governed by the provisions of
    the Maharashtra Co-operative Societies Act, 1960, or a
    private limited company to be governed by the provisions
    of the Companies Act, 1956 and/or Apartment Owners
    Association to be governed by the Maharashtra Co-operative Societies Act, 1960, or a

Ownership Act, 1970;

The Owners hereby declare that the Floor Space Index available in respect of the said land on which the said building is to be constructed is totally consumed and that no part of the said floor space index has been utilized by the Owners elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Owners elsewhere, then the Owners shall furnish to the Flat Purchasers all the detailed particulars in respect of such utilization of the said Floor Space Index by them. In case while developing the said building on the said property described in the First Schedule hereunder written, the Owners herein and Developers M/s. Siddhi Enclave have utilized any floor space index of any other land or property by way of floating floor space index, then the particulars of such floor space index shall be disclosed by the Owners to the Flat Furchasers. The residual FSI on the plot of Land not consumed will be available Owners.

7.

8.

The Owners hereby agree that they shall, before tanding or possession of the Flat to the Flat Purchasers and before execution of a conveyance of the said land in favour of corporate body to be formed by the Purchasers of flats/garages in the building to be constructed on the said land (hereinafter referred to as "the Society"/the Limited Company), and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any light, title interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all

have been paid by the Flat Purchasers to the Owners but the Owners shall not be liable to pay to the Purchasers any interest on the amount so refunded and upon the termination of this Agreement and a refund of the aforesaid amount by the Owners, the Owners shall be at liberty to dispose and sell the flats/garage or car parking to such person and at such price as the Owners may in their absolute discretion think fit.

- 10. The fixtures, fittings and amenities to be provided by the Owners in the premises and the said building are those that are set out in ANNEXURE -6 annexed hereto.
- 11. The Owners shall give possession of the Flat to the Flat Purchasers on or before \_\_\_\_\_. If the Owners fail or neglect to give possession of the Flat to the Flat purchasers on account of reasons beyond his control by the aforesaid date as per the provisions of section 8 of Maharasht a Ownership Flats Act, the Owners shall be liable on demard to Flat Purchasers the amounts already received by the the Flat Purchasers with simple interest at 8% p the Owners received the sum till the date t interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrato Till the thire am interest thereon is refunded by the Flat Purchasers they shall, subject to prior encumbrances Rahy.

19 /

### FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land, hereditaments and premises admeasuring about 482.42 Sq. Mtrs. bearing Original Plot No.366 corresponding to final Plot No.409 of TPS – V, of Vile Parle (East) and City Survey No.1538, 1538/1 to 7 (area as per Property Card 612.2 Sq. Mtrs.) of Village – Vile Parle (East), Taluka – Andheri, District – Mumbai Suburban, togither with the building or dwelling houses standing thereon, and Grown as "Mithaiwala Chawl" situate lying and being at Shradhanand Road, Vile Parle (East), Mumbai – 400 057 and bearing Bombay Municipal Corporation's Ward No. K-271 and K-273 and Street No.36 and 37 and bounded as follows:-

On or towards East

: By Final Plot Nos. 401, 410 and 411 and;

On or towards West

: By Final Pot No. 408 and Final Plot No. 402

: Party by Final Plot No.401 and partly by 9.13 mts. Wide T. P. Road known as 4th Road,

利 .

: By Final Plot No. 411 and 412;

ND SCHEDULE ABOVE REFERRED TO:

ALL THAT new residential Flat No. 203 on 2<sup>nd</sup> floor admeasuring about 930 Sq.ft. Carpet area in the building to be constructed and known as "ADOBE HEIGHTS" at Shradhanand Road, Vile Parle (East), Mumbal – 400 057. The said new building will be constructed on the plot of land bearing Original Plot No.366 corresponding to final Plot No.409 of TPS – V, of Vile Parle (East) and City Survey No.1538, 1539 (1 to 7.4)

City Survey No.1538, 1538/1 to 7 (area as per Property Card 612.2 Sq. Mtra.) of Village - Ville Parle (East), Taluka - Andheri, District -

Phonisuburdan

2064

V 4

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove mentioned.

# SIGNED SEALED AND DELIVERED

By the within named

"OWNERS"

M/s. Ravi Construction Co.

Through authorized Partne

Mr. Jayesh A. Mehta

Witnesses: -

1.

2. 14.61. Vaphele

# SIGNED SEALED AND DELIVERED

By the within named "Purchasers" (i)Mrs. Nisha J. Mehta

In presence of .....

## Witnesses: -

- 1. M.M. Vaphela
- 2. My





Signature



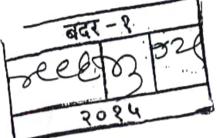




deft hand thumb;

The state of the s





### RECEIPT FOR PART CONSIDERATION

<b>RECEIVD</b> of and from within named	7)
Purchasers a sum of Rs 500000  -	)
(Rupees Fire lac Only)	)
by cheque being part consideration amount	)
for the sale of the said Flat No. 203	)
on 2 <sup>nd</sup> floor admeasuring about	)
930Sq.ft.carpet area in Adobe Heights	)
at Shradhanand Road,	)
Vile Parle (East), Mumbai – 400 057,	)
agreed to be sold on ownership basis by the	)
OWNERS under	)
Agreement for Sale Dt//2015	) Rs/-

Sr.No.	Cheque No.	Date	Amount	Bank, Branch	Drawn on
1.	000/36	30/5/15	500000:10		
2.					
	r .				
	E REGISTRA	/ -			
11.6	E REGISTRACIA				
4	, , , , , ,	[call			
	3	(3)			
<u></u>	<b>700</b>	* }-			
(4		7 1			
COM	-	371			
10	ीनगर १०				
1/2	PLANE BY CV.ST.				
		Total Rs.		-	

WE SAY RECEIVED for M/s. Ravi Construction Co.

Mr. ayesh A Mehta (Parther)

Witnesses: -



### ANNEXURE - (

## LIST OF AMENIT (ES

#### Structure: 1.

- All R.C.C. frame structure shall be as per relevant I.S. Codes
- Grade of concrete shall be M20/M25 as per design of R.C.C.
- Earthquake resistant R.C.C. frame structure as per Zone III.
- Cement of ISI Grade shall be used.

#### 2. Flooring:

- Vitrified Tiles in Living Room (M x M), Bedroom, Kitchen and passages with 3" Skirting of Italian finish.
- Designer Ceramic Tiles in toilet with matching colored glazed dado up to 7'0" height.

#### 3. Masonry:

- 6" thick external walls in Siporex Blocks / Bricks.
- 4" thick external walls in Siporex Blocks / Bricks.

### Plaster:

- External plaster shall be waterproof Sand faced plas
- Internal plaster on walls and ceilings shall be ROPA finish.

#### Kitchen: 5.

Granite Platform with stainless steel sink with designer glazed tiles on walls up to 2'6" above kitcher platform.

#### Electrification: 6.

- Concealed Copper wiring with ELCB and MCB protection.
- 3 phase connection.
- Adequate 5A & 15A connections, Good Quality switches of reputed make viz. Anchor or equivale it make.

- Provision for Exhaust fans in Kitchen & Bathrooms, provision for Aqua-guard point in kitchen and Geys 31 in each bathgeon.
- Telephone / Cable TV Wiring: 7.

 Telephone / Cable points in Living and Bedroom. Internet connection provision in Living it Bedroom.

Provision for Intercom connection in L ving Room.



This LO.DJC.C. is issued subject in the provision of Urban Land Ex. Engineer Bldg. Proposal (WS) and Regulation Act. 1976 H and K Wards Municipal Office, R. X. Talker Marg.
MUNICIPAL CORPORATION OF GREATER MUNICIPAL. Municipal Office, R. X. Talker Marg. FORM 'A' MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 No. CE/ 8960 ABSII/WS/AH/AK of COMMENCEMENT CERTIFICATE Sir, With reference to your application No. 209 dated 15/1/2006 for Development Pennission 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 346 of the Mumbai Municipal Corporation Act 1888 to erect a building. To the development work of Proposed & 189 ... CTS No. 1538/A, 1538/A/1 at premises at Street. 7PS-17 village Ville Portle plot
No. FP No. 409 situated at Ville Portle (E) in K/EODE Ward The Commencement Certificate/Building Permit is granted on the following conditions:-1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street. 2. That no new building or part there of shall be occupied or allowed to be occupied or used or permitted to be used by any person until becupancy permission has been granted. 3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue. This permission does not entitle you to develop land which does not vestar? 5. This Commencement Certificate is renewable every year but such extended period sharp case exceed three years provided further that such lapse shall no bar any subsecquent application for permission under section 44 of the Maharashtra Regional & T. wn Planning Act 1966. This Certificate is liable to be revoked by the Munic pal Commissioner for Greater Mumbar if (a) The Development work in respect of which per mission is granted under this certificate is not carried out or the use thereof is not in accorda co: with the salictioned plans. (b) Any of the conditions subject to which the sam is granted or any of the restrictions imposed by the Municipal Commissioner for Greater N unbai is contravened or not complied with. (c) The Municipal Commissioner of Greater Munivai is satisfied that the same is obtained by the applicant through fraud or misrepresentation ar 1the applicant and every person deriving title through or under him in such an event shall be leemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966. 7. The conditions of this certificate shall be binding retonly on the executors, assignees, administrators and successors and every x rspn den une title three The Municipal Commissioner has appointed Shri... S. R. ENGINEES Executive Engineer to exercise h Authority under Section 45 of the said Act. This CC is valid upto......2 8 OCT 2011 s Commencement certificate is for rying out the work upto/For......monly For and on behalf of Local Authority por atilt as per p. 24:30/8/20/0 & mound phone programme The Municipal Corporation of Greater Mumbai 22/10/10 Executive Eng. Building Proposals

MUNICIPAL CORPORATION OF GREATER MUMBAI

(Western Subs.) 'H/East, 'A/West" & 'K/East, 'K/West'/Wards 11c

BMPP-5505-2009-10-5	000 Forms. (4 Pages I-/B)	Ox. Engineer B H and K Wards Muncipal Office, Bandra (West), M	D 77 D-4		EC-48
Form		ng please quote No.	This I	00/00.	2ed — jost
¥	Intimation of Disapprova Municipal Corporati	l under Section 346	- ceiling	and Regulation	en Land Act. 1976
	*****			5.	
*	No. E.B./CE/ NO.CE/8960/WS/AK	BS/A	of 200	- 200	
MEMORANDUM		E 4 FEB 2	0,00	Municipal	Office,
,	Owner - M/s. Ravi Cons	tunation C		Mumbai	200
or work proposed to be the Bombay Municip  A. CONDITIO	m. 200 and the plans, Section Proposed building on F.P.No. 409, T.P.S.V., dated 200	viieparie, 4th Cint I have to in: 51m efore hereby for mall ed upto-date, my dis	you day! you day! y intidian	cannot approval of the your under S	Riffished
1) That the obtained	commencement certificate un before starting the proposed v	der section 44/55 () vork.	l)(a) of th	ne M.R.T.P. Act	will not be
rain wate	compound wall is not constru- foundation below level of bo or from the adjoining holding of before starting the work.	ttom of road side d	rain with	out obstructing t	he flow of
aujoining	low lying plot will not be fille road level whichever is hig rolled and consolidated and sl	her with murum, o	earth, bou	alders etcl and v	vill not bal

4) That the Structural Engineer will not be appointed. Supervision memo as per appendix XI

5) That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.

6) That the sanitary arrangement shall not be carried out as per Municipal specifications and

(regulation 5(3)(ix) will not be submitted by him.

drainage layout will not be submitted before C.C.

# Valuation Report of Immovable Property

# Details of the property under consideration:

Name of client: Mr. Jayesh A.Mehta & Mrs.Nisha J.Mehta

Flat No.203, 2<sup>nd</sup> Floor, Adobe Height, Shradhanand Road, Off.Nehru Road on land bearing original plot No.366, Final Plot No.409, TPS-V of Vile Parle (East), Mumbai-400057

### Valuation Done for:

Union Bank of India, Mid Corporate Branch, Union Bank Building, Nariman Point, Mumbai-400021

JATIN BHUTA & ASSOCIATES VALUERS

# JATIN BHUTA & ASSOCIATES

Architects, Engineers, Valuers & Project Management Consultants
OFFICE:- A/3, Pranav C.H.S., 2<sup>nd</sup> Floor, Bldg. No.44, Gandhi Nagar, Bandra East, Mumbai- 400 051.

<u>Tel:-</u> 26512628/9324632106. Email:- <u>j.b.architects@gmail.com</u> Web:- <u>www.jatinbhuta.com</u>

UBI/19-20/0104 Date: 15.10.2019

### Format - C

To, The Asst.General Manager, Union Bank of India Mid Corporate Branch, Union Bank Bldg., Nariman Point, Mumbai-400021

# VALUATION REPORT (IN RESPECT OF FLATS)

I.	GENERAL		
1.	Purpose for which the valuation is made		To Assess the fair Market Value of the
2.	a) Date of inspection	Π.	Property for the purpose of advance 19,09,2019
	b) Date on which the valuation is made	<del>.   :</del>	04.10.2019
3.	List of Documents produced for perusal		04.10.2019
	1)	:	<ol> <li>Copy of Agreement dated 04.06.2015.</li> <li>Copy of Old Valuation Report of M/s. A. V. Shetty &amp; Associates dated 24.05.2016.</li> </ol>
4.	Name of the owner(s) and his/ their address (es) with Phone No. (details of share of each owner in case of joint ownership)	:	Mr. Jayesh A. Mehta & Mrs. Nisha Jayesh Mehta.
5.	Brief description of the property		Flat No. 203, 2 <sup>nd</sup> Floor, Adobe Height, Shradhanand Road, Off. Nehru Road on land bearing original plot No.366, Final Plot No.409, TPS-V of Vile Parle (East), Mumbai-400057
6.	Location of property		11d11ba1-400057
	a) Plot No. / Survey No./C.T.S. No.	Τ.	CTS No 153 1530/4
	b) Door No.	<b>+</b> :	C.T.S.No.153,1538/1 to 7 Flat No.203
	c) T. S. No. / Village	1	Vile Parle (East)
	d) Ward / Taluka		Andheri
	e) Mandal / District		
7.	Postal address of the property	:	Mumbai Suburban District Flat No.203, 4th Floor, Adobe Height, Shradhanand Road, Off.Nehru Road on land bearing original plot No.366, Final



	City /Town		Plot No.409 TRC V	-618
-	Residential Area		Mumbai-400057	of Vile Parle (East),
	Commercial Area	:	Mumbai	
	Industrial Area	:	Residential	
9.	Classification	:	-	
_	Classification of the area	:		
		:		
10.		:	Middle Class	
	Coming under Corporation limit / Village Panchayat / Municipality	:	Urban	
11.	Panchayat / Municipality	;	MCGM	
	Willell COVORAD	-		
	Govt. enactments (e.g., Urban Land Ceiling Act) or notified under	:	No.	
	Ceiling Act) or notified under agency area /	1		
12.	scheduled area / cantonment area / Boundaries of the Pro-			
	Boundaries of the Property  North	$\vdash$		
	South		Evergreen	
		÷	Evergreen Apartmer Open Plot	nt
	East			
	West	:	Shraddhanand Road	
13.	Dimensions of the site	:	Bldg Under Construc	ction
		:	a	b
			As per the Deed	Actuals
		:	Carpet area = 930	Carpet area = 930
14.	Extent of the Site	<del>  .</del>	sq.ft	sq.ft
15.	Extent of the site considered for valuation (least of 13a & 13b)		As mentioned in 13	above.
			Carpet area = 930 s	sq.ft
16.	NATE AND		Built up Area = 108	4 sq.ft
10.		:	Vacant	It up area= 1116 sq.fi
	occupied by tenant since how long? Pent			
II.	received per month. FLAT BUILDING			
Sr.	Description			
No	Description	:	Remarks	
1.	Nature of the Flat	L		
2.	Location	:	Fl	
3.	T.S. No.	÷	Flat No.203, 2 <sup>nd</sup> Floo	)r
	Block No.	;	-	
	Ward No.	:	-	
		:	K/East	
	Village / Municipality/ Corporation		MCGM	
	Door No., Street or Road (Pin Code)	:	Flat No.203, 2 <sup>nd</sup> Floo	m Add to the total
			Shradhanand Road	Off. Nehru Road on
			iuliu bealing origina	DIOL No Dec -
			1 100 110, TUS, 175-V	of Vile Parlo (51)
	Description of the leastly	_	114111041-400037	the rule (cast),
	Description of the locality	:	Residential	
4	Residential/Commercial/Mixed. Year of Construction	_	2014	
<u>4.</u> 5.	Number of floors	:	2016	
		:	Ground+Stilt+ 13 U	pper Floors
6.	Type of structure	:	RCC	
7.	Number of Dwelling units in the building	:		
8.	Quality of Construction	:	Good	

	A				
	9	Appearance of the Building	_	Τ.	
	1	).   Maintenance of the Building	_	ŀ	Good
1	1	. Facilities available	_	ļ:	Good
		Lift		:	
ŧ	1	Protected Water Supply	_	:	2 Lifts
ř		Underground Sewerage		:	Available
	1	Car Parking – Open / Covered		:	Available
		Is Compound well a Covered		:	•
		Is Compound wall existing?		:	Yes
		Is pavement laid around the Building		:	Yes
	III	TENEMENT			
	1	The floor in which the Flat is situated	$\neg$	:	Second Floor
	2	Door No. of the Tenement		:	Flat No.203
	3	Specifications of the Flat	$\neg$	:	
		Roof	+	_	RCC
		Flooring	+	_	Vitrifled Tiles Flooring
		Doors	+	_	Teak Wood Door
		Windows	+		
		Fittings	+	_	Aluminum Sliding window
		Finishing	+		Good Quality
H	4	House Tax	+	+	Good Quality
H	4		+	:  -	-
-		Assessment No.	+	4	-
$\vdash$		Tax paid in the name of	4	4	-
-	_	Tax amount	4:	4	-
_	5	Electricity Service connection No.	1:	1	-
L		Meter Card is in the name of	_⊨։	1.	
	6	How is the maintenance of the flat?	:	_	
_	7	Sale Deed executed in the name of	1:	_	•
1	В	What is the undivided area of land as per Sale Deed?	:	-	
1	9	What is in the plinth area/Built up area of	1:	1	1084 sq.ft
	-	the Tenement?	1	1	
1	10	What is the floor space index (app.)	1:	1-	
_	11	What is the Carpet Area of the flat?	†÷	a	930 sq.ft
_	12	Is it Posh / I Class / Medium / Ordinary?	†:	_	Medium
_	13	Is it being used for Residential or	Ť	-	Residential
ľ		Commercial purpose		"	Residential
1	4	Is it Owner-occupied or let out?	:	٧	'acant
1	5	If rented, what is the monthly rent?	:	R	s. 98,000/- Per Month
I		MARKETABILITY			
1		How is the marketability?	:		ood
2		What are the factors favoring for an extra	:	It	is situated Near Shraddhanand Road
_		Potential Value?		aı	nd about 10 minutes walkable distance
				fr	om Vile Parle Railway Station (East).
3		Any negative factors are observed which	:	N	0
-		affect the market value in general?			
V	1	Rate			
	_				



	B						
		After analyzing the comparable sal instances, what is the composite rate for similar office with same specifications in the adjoining locality?	n	: On making inquiries with local estate agents and with magicbricks.com, 99acars.com etc., the prevailing market value of similar residential cum commercial tenement in the vicinity is ranging from Rs. 30,000/- to Rs. 35,000/- lump sum. We estimate Rs. 33,000/- per sq.ft as fair and reasonable value of the property under reference			
	2	Assuming it is a new construction, what is the adopted basic composite rate of the flat under valuation after comparing with the specifications and other factors with the flat under comparison (given details).	!	: Rs.35,000/- per sq.ft			
Ī	3	Break – up for the rate	+	: -			
	i)	Building + Services	+				
	ii)	Land + others	+	Not Applicable			
	4	Guideline rate obtained from the Registrar's office (an evidence thereof to be enclosed)	:				
		Total Life of the building estimated	:	& structural audit.			
L	IV	COMPOSITE RATE ADOPTED AFTER DEPREC	ÍΑ	TION			
	a	Depreciated building rate	:	We have done the valuation by adopting comparable sale instances technique & we have not adopted the depreciation method			
		Replacement cost of flat with services (v(3)i)	:				
		Age of the building	:	03 years			
		Future Life of the building estimated	:	62 years subject to periodic maintenance and Structural Audit			
		Depreciation percentage assuming the salvage value of 10%	:	-			
		Depreciated Ratio of the building	:	-			
	b	Total composite rate arrived for valuation	:	-			
		Depreciated building rate VI (a)	:	•			
		Rate for Land & other V (3) II	:	•			
		Total Composite Rate	:	-			



# Details of Valuation

1				
Sr. No.	Description	Qty.	Rate per unit in Rs. & Saleable /Super Built up area	Estimated value Rs.
1	Present value of the tenement (car parking, if provided)	1	1116 sq.ft x Rs.35,000/-	3,90,60,000/-
2	Wardrobes			
3	Showcases/		1	
4	Kitchen arrangements		1	
5	Superfine finish		1	
6	Interior Decorations		1	1
7	Electricity deposits / electrical fittings, etc.	19		
8	Extra collapsible gates / grill works etc.			1
9	Potential value, if any		Nil	
10	Others		Nil	2 2 00 60 000/-
	Total			Rs. 3,90,60,000/-

The Reinstatement/Insurance Value of the Flat Shall be Rs. 30,13,200/-(Thirty Lakhs Thirteen Thousand Two Hundred only)

<u>Approach to Valuation</u>: After making inquiries with local estate agents & Developers and also analyzing the rates in magickbrick.com & 99acres.com, we are the opinion that the fair market value of the property is Rs. 3,90,60,000/-There is no threat of acquisition of the property by govt. or any other agency. The CRZ provisions are not applicable.

As a result of my appraisal and analysis it is my considered opinion that the present market value of the above property in the prevailing condition with aforesaid specifications in Rs. 3,90,60,000/-(Rupees Three Crores Ninety Lakhs Sixty Thousand only). The Realizable value (book Value) of the above property is Rs. 3,51,54,000/- (Rupees Three Crores Fifty One Lakhs Fifty Four Thousand only). And the distress value is Rs. 3,12,48,000/- (Rupees Three Crores Twelve Lakhs Forty Eight Thousand only).

Place: Mumbai Date: 15.10.2019 VALUERS Datin Bhuta
Approved Valuer

The undersigned has inspected the proper	rty detailed in the Valuation Report dated 15.10.2019 on
	fair and reasonable market value of the property is
Rs ( Rupees	only).

Signature

(Name of the Branch Manager)