

509/17843

Friday, December 08, 2023

6:09 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 30M

पावती क्र.: 18877

दिनांक: 08/12/2023

गावाचे नाव: सॉल्टपॅन

दस्तऐवजाचा अनुक्रमांक: बबई5-17843-2023

दस्तऐवजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: जयेंद्र तानाजी शिंदे - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

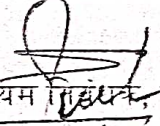
रु. 1300.00

पृष्ठांची संख्या: 65

DELIVERED

एकूण:

रु. 31300.00


सह दुय्यम निबंधक, मुंबई-5

वाजार मूल्य: रु.6812378.892/-

सोवदला रु.11508248/-

भरणेले मुद्रांक शुल्क : रु. 690600/-

DELIVERED

सह. दुय्यम निबंधक

मुंबई शहर क्र. ५

1) देयकाचा प्रकार: DHC रक्कम: रु.1300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1223084813965 दिनांक: 08/12/2023

वैकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH0121.16267202324E दिनांक: 08/12/2023

वैकेचे नाव व पत्ता:

गावाचे नाव : साँल्टपॅन

1) विलेखाचा प्रकार	करारनामा
2) मोबदला	11508248
3) बाजारभाव(भाडेपट्ट्याच्या तबतितपट्टाकार आकारणी देतो की पट्टेदार नमुद करावे)	6812378.892
4) भू-मापन, पोटहिस्ता व धरक्रमांक असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : इतर माहिती: प्लॉट नंबर ए-3102.31 वा नजला, ए व्हिंग, लव्ही सीव्ही, अँटॉप हिल वडाळा मुंबई 400031, क्षेत्रफळ 49.83 चौ मीटर कापेट(रेरा प्रमाणे) (C.T.S. Number : 192 PART, 194 PART AND 195 PART ;)
5) क्षेत्रफळ	1) 49.83 चौ.मीटर
6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा कुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- लव्ही सिद्धिविनायक रिअल्टर्स एल एल पी तक्रि भागीदार विकास केवलचंद्र जैन तक्रि कु मु सुरेया राठोड वय:-58; पत्ता:- प्लॉट नं: शॉप नं 71, नाळा नं: तळनजला, इनारतीचे नाव: अमृत निवास, ब्लॉक नं: मुंबई, रोड नं: 165 लोहार चाळ, महाराष्ट्र, मुम्बई. पिन कोड:-400002 पॅन नं:-AAHFL5118R
8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- जयेंद्र तानाजी शिंदे -- वय:-55; पत्ता:- प्लॉट नं: प्लॉट नंबर ३०२,, नाळा नं: 3, इनारतीचे नाव: सत्यनारायण अपार्टमेंट, ब्लॉक नं: ठाणे पश्चिम ठाणे, रोड नं: तेली गल्ली टॅमी नाका, महाराष्ट्र, THANE. पिन कोड:-400601 पॅन नं:-AFKPS5064F 2): नाव:- वनिता जयेंद्र शिंदे -- वय:-53; पत्ता:- प्लॉट नं: प्लॉट नंबर ३०२,, नाळा नं: 3, इनारतीचे नाव: सत्यनारायण अपार्टमेंट, ब्लॉक नं: ठाणे पश्चिम ठाणे, रोड नं: तेली गल्ली टॅमी नाका, महाराष्ट्र, THANE. पिन कोड:-400601 पॅन नं:-BUJPS5990R
(9) दस्तऐवज करून दिल्याचा दिनांक	08/12/2023
(10) दस्त नोंदणी केल्याचा दिनांक	08/12/2023
(11) अनुक्रमांक, खंड व पृष्ठ	17843/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	690600
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे वृहन्मुंबई महानगरपालिकेत पाठविणेत आलेला आहे.
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

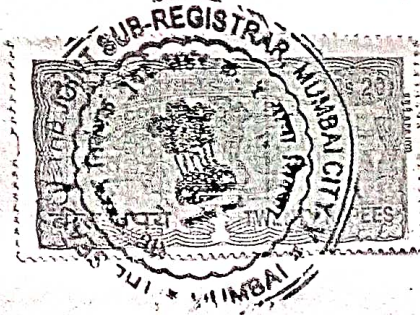
It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 08/12/2023) to Municipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.

खरी प्रत
[Signature]

सह दुय्यम निबंधक मुंबई ५.



AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai, this 08th day of December, 2023

Handwritten signature: J. Shinde

BETWEEN:

LABDHI SIDDHIVINAYAK REALTORS LLP, a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008, having its office at Shop No 71, Ground Floor, Amrit Niwas, 165, Lohar Chawl, Mumbai-400 002, hereinafter called "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners for the time being and from time to time, and the last survivor of them and the heirs, executors and administrators of the last surviving partner and their permitted assigns) of the **ONE PART;**

AND

Mr. Jayendra Tanaji Shinde aged- 55 years, & **Mrs. Vanita Jayendra Shinde** aged- 53 years adult/s, Indian inhabitant/s of Mumbai, having address at Flat No.302,3rd Floor, Satyanarayan Apt., Teli Gali, Tembi Naka, Thane - W - Maharashtra - 4000601, hereinafter called "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors, administrators, and in case of firm, its partners/proprietor for the time being and from time to time and the last survivor of them and in case of Company, its successor-in-title and assigns) of the **OTHER PART:**

WHEREAS:

- (A) The Government of Maharashtra is the owner of all that prices or parcels of land bearing C.T.S. Nos.192 (Part), 194 (Part) and 195 (Part), aggregately admeasuring 2564.59 Square Meters or thereabouts, of Salt Pan Division, in the Registration District and Sub-District of Mumbai City, situate at Antop Hill, Wadala, Mumbai-400 037 and more particularly described in the Schedule hereunder written (hereinafter referred to as "the said Property"), and standing in the name of the Governor of Maharashtra in the Revenue Records of Property Cards;
- (B) At all material times there existed 153 tenements on the said Property comprising of 128 residential tenements, 23 commercial tenements and 2 residential-cum-commercial tenements, in use, occupation and possession of the respective hutment dwellers;
- (C) All the said tenements were in the nature of 'Slum', as defined under the provisions of the Slum Area (Improvement, Clearance and Re-development) Act, 1971 and therefore, the Dy. Chief Executive Officer of the Maharashtra Slum Improvement Board, declared the said Property as 'Slum Improvement Area' under the provisions of Section 26 (1) of the Maharashtra Slum Improvement Board Act, 1973 vide Notification bearing No. SLM-1075/5280 dated 31st July, 1975, published in the Maharashtra Government Gazette on 31st July, 1975;
- (D) The occupants of the said tenements standing on the said Property had formed a Proposed Co-operative Housing Society known as Shree Siddhivinayak Co-operative Housing Society (Proposed). Subsequently on 19th July, 2012 the said Proposed Society came to be registered under the Maharashtra Co-operative Societies Act, 1960, as "Shree Siddhivinayak SRA Co-operative Housing Society Limited", bearing Registration No. MUM/SRA/HSG/(TC)/11956/2012 (hereinafter referred to as "the Rehab Society");
- (E) By a Development Agreement dated 28th May, 2010, the Rehab Society (then a Proposed Society); through its Promoters had granted the redevelopment rights of the said Property to one M/s. Surana Construction (Wadala) (hereinafter referred to as "Surana" for short), at for the consideration and on the terms and conditions more particularly stated therein;
- (F) In pursuance of the said Development Agreement, the Rehab Society (then a Proposed Society) through its Promoters had also granted an Irrevocable Power of Attorney dated 28th May, 2010 in favour of Surana's Partners, interalia, authorizing them to do all acts, matters and things in relation to the redevelopment of the said Property, and also to substitute in their place one or more attorneys and to grant to such substitutes any or all powers contained therein;
- (G) In pursuance of the said Development Agreement, Surana obtained the written consents from all the said 153 slum dwellers on the said Property and also entered into the separate but similar agreements with all of them, interalia, agreeing to provide to each of them with the permanent alternate accommodations in the new rehab building proposed to be constructed on the said Property, in lieu of their respective existing tenements and submitted the same to the Slum Rehabilitation Authority ("SRA" for short), for sanction of Slum Rehabilitation Scheme on the said Property;
- (H) The SRA issued the Annexure-II dated 30th November, 2011, interalia, declaring 99 slum dwellers on the said Property (97 residential, 1 commercial and 1 residential-cum-commercial) as Eligible Occupants and 26 slum dwellers (15 residential and 11 commercial) as Ineligible Occupants under the said SRA Scheme,



Handwritten notes and signatures in a box:
4
Sub 2023
SRA

<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Promoter	Purchaser [1]	Purchaser [2]

without deciding the eligibility/ineligibility of remaining 28 slum dwellers (16 residential, 11 commercial and 1 residential-cum-commercial);

- (I) Subsequently, the SRA issued the Supplementary Annexure-II dated 21st December, 2012, interalia, declaring further 25 slum dwellers (14 residential, 10 commercial and 1 residential-cum-commercial) as Eligible Occupants and 3 slum dwellers (2 residential and 1 commercial) as Ineligible Occupants under the said SRA Scheme;
- (J) While approving the Scheme submitted by Surana, the SRA had issued to Surana the Letter of Intent (LOI) bearing No. SRA/ENG/2677/FN/STGL/LOI dated 15th June, 2012 in respect of the said Property. Thereafter, the SRA had issued the Revised Letter of Intent (Revised LOI) dated 7th September, 2013 to Surana, in respect of the said Property. The copies of the said LOI dated 15th June, 2012 and Revised LOI dated 7th September, 2013, are annexed hereto and marked as Annexures-"A" & "B", respectively;
- (K) In accordance with the Revised LOI, Surana had submitted the plans for construction of one composite building containing tenements for re-habilitation of the Eligible slum dwellers and for free sale in open market, to the SRA for sanction under the provisions of Regulation 33' (10) of the Development Control Regulations, 1991, for Greater Mumbai. While sanctioning the said plans, the SRA had issued the Intimation of Approval (IOA) dated 1st October, 2013 bearing No. SRA/ENG/2997/FN/STGL/AP and had also issued the Commencement Certificate dated 17th December, 2014 (CC). A copy of the said IOA dated 1st October, 2013 is annexed hereto and marked as Annexure-"C";
- (L) By a Joint Venture Agreement dated 30th August, 2013, registered with the Sub-Registrar of Assurances at Mumbai, under Serial No. BBE-2/8635/2013, made between Surana and one M/s. Lotus Realty (hereinafter referred to as "Lotus" for short), Surana had appointed Lotus as a Co-Venturer for the purpose of redevelopment of the said Property, at or for the consideration and on the terms and conditions more particularly stated therein;
- (M) In pursuance of the power of substitution contained in the said Irrevocable Power of Attorney dated 28th May, 2010 granted by the Rehab Society (then Proposed) to Surana, simultaneously with the execution of the said Joint Venture Agreement, Surana had also executed the Irrevocable Power of Attorney dated 30th August, 2013, registered with the Sub-Registrar of Assurances at Mumbai, under Serial No. BBE-2/8636/2013, in favour of Lotus to act through any of its Partners, interalia, authorizing them to do all acts, matters and things in relation to the redevelopment of the said Property, as more particularly stated therein;
- (N) Certain disputes had arisen between Surana and Lotus under the said Joint Venture Agreement and therefore Lotus had referred the same to the Arbitration of the Sole Arbitrator Shri Vikram Chavan, Former Judicial Magistrate, First Class and Civil Judge, Civil Division, for adjudication of the said dispute, under the Arbitration & Conciliation Act, 1996;
- (O) The said Arbitral Proceedings came to be terminated by the Consent Award dated 20th June, 2014 passed by the said Sole Arbitrator in terms of the Consent Terms dated 20th June, 2014 filed by Lotus and Surana. Under the said Consent Terms Surana agreed, confirmed and declared that the said Joint Venture Agreement between Surana and Lotus is valid, subsisting and binding between the Parties thereto, subject to the amendment to the terms and conditions thereof as contained in the said Consent Terms;

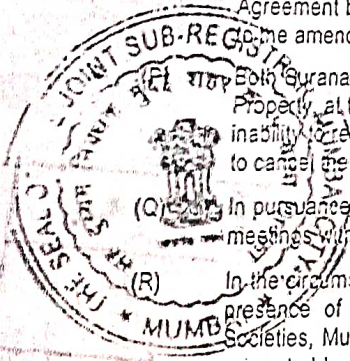
As Surana and Lotus not being in a position to proceed further in the matter of redevelopment of the said Property, at the instance of Lotus, Surana by its letter dated 16th March 2018 informed the Rehab Society its inability to redevelop the said Property because of its financial constraints and requested the Rehab Society to cancel the said Development Agreement dated 28th May, 2010 between the Rehab Society and Surana;

(Q) In pursuance of the said letter dated 26th March 2018, the Managing Committee of the Rehab Society held meetings with Lotus, when Lotus also disclosed its inability to redevelop the said Property;

(R) In the circumstances, the Rehab Society in its Special General Meeting held on 8th September 2018, in the presence of Mr. Ramesh Jadhav, the Authorized Representative of the Dy. Registrar, Co-operative Societies, Mumbai, unanimously accepted the cancellation of the Development Agreement with Surana as requested by its said letter dated 16th March 2018 and appointed the Promoter herein as a new developer for the redevelopment of the said Property;

(S) In pursuance of the Resolutions passed by the Rehab Society in its said Special General Meeting dated 8th September 2018, by a Development Agreement dated 13th October, 2018, the Rehab Society granted the redevelopment rights of the said Property to the Promoter herein, at or for the consideration and on the terms and conditions stated therein;

The Rehab Society also granted the General Power of Attorney dated 13th October, 2018 in favour of the partner/representatives of the Promoter, for the purpose of redevelopment of the said Property, as more



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✓		
Promoter	Purchaser [1]	Purchaser [2]

after deduction therefrom the liquidated damages, GST and all other amounts more particularly recorded in Clause No. 16(c) (i) to (v) hereinabove.

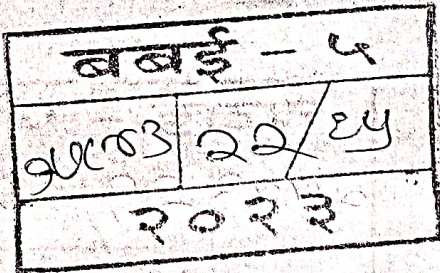
72. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser of the said premises, in case of transfer, as the said obligation go along with the said premises for all intent and purposes.
73. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
74. Whenever in this Agreement it is stipulated that the Purchaser has to make payment, in common with other Purchasers/allottees in the Project, the same shall be proportionate to the carpet area of the said premises to the total area of all the premises in the Project.
75. All costs, charges and expenses of and incidental to or in connection with preparation, engrossment, stamping and registration of Deed/s of Lease / Conveyance, if any, and any other documents and writings required to be executed by the Promoter, SRA, State Government, shall be borne and paid by the Apex Society or other common organizations of the occupants of the said building.
76. The stamp duty, registration charges and other fees and charges on this Agreement shall be borne and paid by the Purchaser alone. The Promoter shall not be held liable and/or responsible for the same or any of them.
77. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority at Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.
78. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have jurisdiction for this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO
(OF THE SAID PROPERTY)

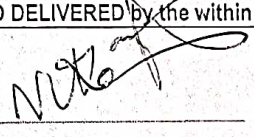


ALL THAT pieces or parcels of land bearing C.T.S. Nos.192 (Part), 194 (Part) and 195 (Part), aggregately admeasuring 2564.59 Square Meters or thereabouts, of Salt Pan Division, in the Registration District and Sub-District of Mumbai City, situate at Antop Hill, Wadala, Mumbai-400 037 and bounded as follows, that is to say:

On or towards East : by Internal Road and Khadi;
On or towards West : by Panchsheel Nagar;
On or towards North : by 120 Feet wide D. P. Road;
On or towards South : by Anand Nagar Slum


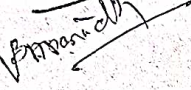


Promoter	Purchaser [1]	Purchaser [2]

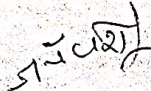


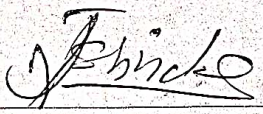


SIGNED AND DELIVERED by the within named "PROMOTER"

 Signature LABDHI SIDDHIVINAYAK REALTORS LLP Through their Authorised Partner MR. VIKAS KEWAL JAIN		Left hand thumb impression 
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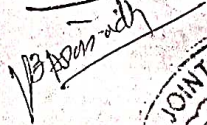
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SIGNED AND DELIVERED by the within named "PURCHASER"


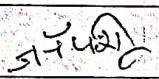
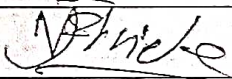
 Signature Mr. Jayendra Tanaji Shinde		Left hand thumb impression 
 Signature Mrs. Vanita Jayendra Shinde		Left hand thumb impression 

In the presence of

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- 



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१०/०३	२३/०५
२०२३	

		
Promoter	Purchaser [1]	Purchaser [2]



Slum Rehabilitation Authority

Administrative Building
Anant Kanwar Marg,
Banara (East), Mumbai-51.
Email info@sra.gov.in

No: SRA/ENG/2677/FN/STGL/LOI
Date: 15 JUN 2012

- 1. Architect: M/s. Shree Associates
2. Developer: M/s. Surana Construction (Wadala)
3. Society: 'Shree Siddhivinayak CHS. (Prop.)'

Sub: Proposed S. R. Scheme on plot bearing C.S. No. 192(p), 194(p), 195(p) of Salt Pan Division, Antop Hill, Wadala, Mumbai 400 037.

Ref: SRA/ENG/2677/FN/STGL/LOI

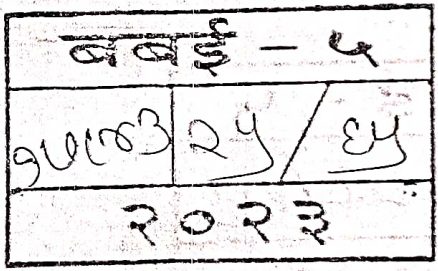
Sir,

With reference to the above mentioned Slum Rehabilitation Scheme on plot bearing C.S. No. 192(p), 194(p), 195(p) of Salt Pan Division, Antop Hill, Wadala, Mumbai 400 037, this office is pleased to inform you that this Letter of Intent is considered and approved for the sanctioned FSI of 2.736 (Two Point Seven Three Six only) in accordance with provisions of Appendix - IV of Reg. 33 (10) of amended D. C. Regulations, 1991, out of maximum FSI of 2.736 shall be allowed to be consumed on the plot, subject to the following conditions:

- 1. That you shall hand over Nil numbers of tenements to the Slum Rehabilitation Authority (SRA) for Project Affected Persons, each of carpet area 25.00 sq.m. free of cost.

DEPT 2615/LOI/2677/FN/STGL/LOI/2677/FN/STGL/LOI

- The PAP tenements shall be treated as a PAP tenement...
2. That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the Licensed Surveyor/Architect.
3. That the Amenity Tenements i.e. 02 nos Babbari, 02 nos Welfare Centre, 02 nos Society Office shall be handed over to the share developers society to use for specific purposes only.
4. That you shall release the eligible slum dwellers as per the list certified by the Addl. Collector (Eng./Pain.) City by allotting them residential tenements of carpet area of 25.00 sq.m. and / or residential-com-commercial of carpet area of 25.00 sq.m. and / or commercial tenements as per the area mentioned in certified Annexure-II issued by Competent Authority of the carpet area of 20.00 sq.m. whichever is less, free of cost and constructing the same as per building specifications/terms/building bye-laws.
5. That you shall register society of all slum dwellers to be re-housed under Slum Rehabilitation Scheme and Project Affected Persons (PAP) nominated for allotment of tenements by the Slum Rehabilitation Authority or any other Competent Authority before issue of IOA.
6. That if required along with the other societies, you shall form a federation of societies to as to maintain common amenities such as internal road, recreation ground, street lights etc.
7. That you shall incorporate the clause in the registered agreement with slum dwellers and project affected persons that they shall not sell or transfer tenements allotted under Slum Rehabilitation to anyone else except the legal heirs for a period of 10 years from the date of taking over possession, without the prior permission of the CEO (SRA).
8. That you shall provide transit accommodation to the slum dwellers with requisite amenities, if required to be shifted for construction of proposed building, all the permanent premises are vacated and possession is given complying all formalities and existing tenements shall be maintained in sound working condition till slum dwellers are re-housed in the proposed rehabilitation tenements.
9. That you shall obtain the permission for construction of the temporary transit accommodation from Slum Rehabilitation Authority along with the phased development programme and the list of the eligible slum dwellers shifted in the transit camp, with date of their displacement from their existing beds shall be submitted before starting C.C. for Rehab bldg.



SRA/ENG/2677/FN/STGL/LOI
The salient features of the scheme are as under:

Table with 3 columns: Sr No, Particulars, Area. Contains details of plot area, road set back, recreation area, etc.

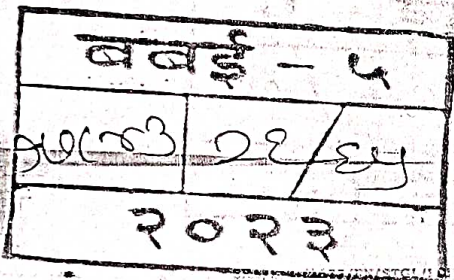
- 10. That you shall bear the cost of all infrastructure works right upto the plot, and shall ensure that infrastructure facility and / or provide services of adequate size and capacity as per the directions of the Slum Rehabilitation Authority, issued during execution period.
11. That you shall submit layout and get the same approved before obtaining Commencement Certificate of 1st Rehab Building.
12. That you shall submit phasewise programme for development of infrastructure works, recreation, amenities etc. in the layout while approving the layout and same shall be developed accordingly. A registered undertaking to that effect shall be submitted. This shall be submitted along with layout plan or before issue of C.C. for 1st Rehab Bldg.
13. That you shall not block existing access leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
14. That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for amalgamated/sub-divided plots before obtaining C.C. for last 25% of built up area.
15. That you shall get D. P. Road/set back land demarcated from A. E. (Survey)/D.P./ T & C department of M.C.G.M. and handed over to M.C.G.M. free of cost and free of encumbrances by transferring the ownership in the name of M.C.G.M. duly developed as per Municipal specifications and certificate to that effect shall be obtained and submitted before obtaining C.C. for the last 25% of sale built up area approved in the scheme.
16. That you shall handover the buildable reservation and/or built-up amenity structure to MCGM and/or user departments free of cost before granting CC to the last 25% of sale BUA of sale building in the scheme and separate P.R. Card with words for the buildable and non-buildable reservation in the name of M.C.G.M. / user Deptt. shall be submitted before obtaining Occupation Certificate for Sale Bldg.
17. That necessary concurrence from concerned department of MCGM and/or other user department shall be obtained for planning of buildable reservation and/or amenity open space before asking for approval of IOA of the respective building.
18. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the scheme parameters Annexed herewith.

- 19. That you shall get the plot boundaries demarcated from Concerned Officer before starting the work as per D.C. Regulation No. 33 (10) prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drains without obstructing flow of rain water from adjoining building to give possession of holding in phasewise programme as per removal/cleaning of structures on plot before requesting C.C. of sale building.
20. That you shall accommodate the huts getting cut along the boundary of the plot demarcated by the staff of the City Survey Office.
21. That you shall get the plans approved for each building separately with due mention of the scheme of Rehabilitation of plot under D.C.Regulation No. 33(10) and with specific mention on plan of the rehabilitation building / tenements for slum dwellers and project affected persons that the same are for re-housing of slum dwellers and project affected persons. Tenements to be allotted in the PAP shall be marked with due mention that they are for allotment in PAP nominated by the Slum Rehabilitation Authority.

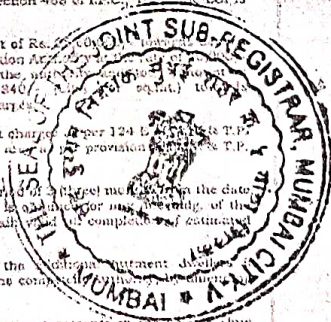
- 22. That you shall submit the NOCs as applicable from the following concerned authority in the office of Slum Rehabilitation Authority before requesting of approval of plans or at a stage at which it is mandated upon by the concerned Executive Engineer (SRA)
 - (1) A.A. & C. F/N Ward
 - (2) M.E.
 - (3) Tree Authority.
 - (4) Dy. Ch. Eng.(SWD) City
 - (5) Dy. Ch. E.(S P.) (P & D)
 - (6) Dy.Ch.Eng. (Roads) City
 - (7) P.C.C.
 - (8) B.S.E.S./Reliance Energy
 - (9) M.T.N.L. - Mumbai
 - (10) Civil Aviation Authority
 - (11) Tata Power
 - (12) Dy. Ch. Eng. (M & E)
- 23. That you shall submit the Indemnity Bond indemnifying the Slum Rehabilitation Authority and its officers against any damage or claim arising out of any sort of litigation with the slum dwellers / property owners or otherwise.
- 24. That you shall submit the Agreements of at least 70% of eligible slum dwellers with the photographs of wife and husband on each of the agreements before requesting for Commencement Certificate and the name of the wife of the eligible occupier of flat shall be incorporated with joint holder of the tenement to be allotted in the rehabilitation building.
- 25. That you as Architect / Developer / Society / PMC shall strictly observe that the work is carried out as per phased programme approved by the Slum Rehabilitation Authority and you shall submit regular progress report to the Slum Rehabilitation Authority along with photographs and certificate showing the progress of the construction work as well as achieved as per Approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.
- 26. That the tenements proposed for rehabilitation and for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A. & C. F/N ward to assess the property tax.
- 27. That the possession of the residential tenements and shops shall not be handed over to the eligible hutment dwellers before the society is registered and transit accommodation given is surrendered and all the dues to the M.C.M./MHADA/Govt. has been cleared.

Demolition of the Transit Camp shall be carried out before obtaining the Occupation Certificate to the Sale Slab.

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- 36. That you shall submit the Registered Undertaking from Slum Society & developer, not misusing pocket terrace & Part terrace before granting C.C. to the bldg. under reference.
- 37. That you shall submit the NOC. from E.E. (T&C) of M.C.G.M. for parking layout before granting plinth C.C. to the 1st bldg. in the layout.
- 38. That you shall submit the NOC from CFO to the bldg. under reference before approval of plans.
- 39. This Letter of Intent gives no right to avail of extra PSI granted under D.C.Regulation 33 (10) upon land, which is not your property.
- 40. That the Arithmetical error if any revealed at any time shall be corrected on either side.
- 41. If any of the documents submitted by the Architect / Developer or Owner are proved to be fraudulent / misappropriated by Competent Criminal Court of Law under Section 468 of I.P.C., 1950, the LOI is liable to be cancelled.
- 42. That you shall pay total amount of Rs. 124 Lakhs in the date hereof. However, if IOA / CC is not approved for the project then this LOI will remain valid till completion of estimated project period.
- 43. That you shall pay development charges as per 124 L provision of T.P. Act separately for sale built up area.
- 44. That this LOI is valid for the period of 12 months from the date hereof. However, if IOA / CC is not approved for the project then this LOI will remain valid till completion of estimated project period.
- 45. That you shall re-house all the eligible hutment dwellers in the rehabilitation building and in Annexure - II etc. duly certified by the concerned society of slum dwellers and Assistant Registrar (SRA) shall be submitted before requesting for occupation permission of respective rehab tenements.
- 46. That the allotment of rehabilitation tenements to the eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Assistant Registrar of Societies (SRA) and statement of rehab tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements no. in rehab / composite building and Sp. No. in Annexure - II etc. duly certified by the concerned society of slum dwellers and Assistant Registrar (SRA) shall be submitted before requesting for occupation permission of respective rehab tenements.



- 28. In case of S.R. Scheme on State Govt /MHADA/MCOG, the rehab component and sale component shall be approved before obtaining approval of building plans for rehab component permissible BUA in the scheme.
 - 29. That the rehabilitation component of scheme shall include:
 - a) 111 Numbers of Residential tenements
 - b) 011 Numbers of Commercial tenements
 - c) 02 Numbers of R/C.
 - d) Nil Numbers of Existing Religious Structures
 - e) 02 Numbers of Balwadi
 - f) 02 Numbers of Welfare Centre
 - g) 02 Numbers of Society office
 - h) Nil Numbers of PAP
- Amenity tenements to be handed over to Society and Society to use for specific purpose only.
- 30. That the layout Recreation Ground shall be duly developed before obtaining occupation of sale building.
 - 31. That the quality and workmanship of construction work of each building in the layout shall be strictly monitored by concerned Architect / Site supervisor / Structural Engineer and report on quality of work carried out shall be submitted by Architect with test reports as and when required by Executive Engineer (SRA) and at the stages of obtaining plinth C.C., further C.C. occupation to the buildings in the scheme.
 - 32. That separate P.R. Cards in words duly certified by Superintendent of Land Records for D.P. road / set back / D.P. reservation/ner plot shall be obtained and submitted before obtaining C.C. to last 25% of Built-up Area in the scheme.
 - 33. That this Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority and other relevant documents. In the event of change of any of the above parameters, during actual site survey by the City Survey Officer (SRA), then the sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of P.S.L. on the plot within 3.00.
 - 34. That No objection Certificate from respective Land Owning Authority i.e. Collector (MSD) shall be obtained within one month from approval of S.R. Scheme as per clause No 2.8 of DCR 33 (10).
 - 35. That you shall submit the N.O.C. for Mechanical Ventilation in the duct from (E.E. Mech.) of M.C.G.M. before approval of further C.C. to the rehab wings.

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- 47. That you shall comply with the following conditions as per the circular issued by Asstt. Registrar (S.R.A.) dated 8/2/2010 at the time of allotment of Rehab Tenements / Galas.
 - i. After completion of rehab building, the rehab tenements/galas shall be allotted as per the policy circular of Slum Rehabilitation Authority in this regards.
 - ii. As per Circular No.102, as all the eligible slum dwellers in the S.R. Scheme are issued identity cards at the time of allotment of rehab tenements/galas, the expenditure towards the preparation of Identity Cards shall be borne by developer.
 - iii. At the time of allotment of rehab tenement/gala, along with the identity card, the individual eligible slum dweller shall also be handed over the POSSESSION LETTER of the rehab tenement/gala.
- 48. That you shall bear the cost towards displaying the details such as Annexure - II, date of issue of important document like LOI, Layout, C.C., O.C.C. on SRA website.
- 49. The owner/Developer shall display the name at site before starting of the work giving the details such name, address and contact no. of owner/Developer, Architect, Structural Engineer, Approval No. & Date of LOI, Layout & IOA.
- 50. That you shall display bilingual sign boards on site and painting of SRA Logo on rehab buildings as per Circular No. SRA/Admn/Circular No. 64/569/2004 dtd. 14/10/2004.
- 51. That the rain water harvesting system should be installed/provided as per the direction of U.D.D., Govt. of Maharashtra under No. TPE/432001/2133/CR-230/0/UD-11 dtd.10/03/2005 and the same shall be maintained in good working conditions all the time, failing which penalty of Rs.1000/- per annum for every 100 sqm. of built-up area shall be levied.
- 52. That if any of the document submitted by Architect/Developer/Society or Owner are found to be fraudulent/misappropriated by Competent Court, LOI is liable to be cancelled and concerned person/Society/Developer liable for action under section 177, 192, 200, 420, 465, 468 and 471 of IPC 1860 and section 101, 102 of Indian Evidence Act.
- 53. a) The Society/Developer/Architect shall display the copy of approved LOI and Sat of Annexure-II with prior permission from Dy. Collector (SRA). That copy of Annexure - II shall be displayed by the developer/society of slum dwellers on the notice board of society for the period of 30 days and shall be easily accessible to the staff of SRA for inspection.
 - b) That Developer shall ensure that any slum dwellers held not eligible by the Competent Authority or desire to make any changes shall apply within three months of issue of the Letter of Intent to the appellate authority with supporting documents.

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SRA/ENG/2677/FN/STGL/LOI

- d) That developer/society shall give wide publicity for the approval of S. R. scheme in atleast one local Marathi in Marathi script & English newspaper in English script and proof thereof shall be submitted to Dy. Collector (SRA).
- e) That society/developer shall submit NOC from Dy. Collector (SRA) stating that the appeals for eligibility of non-eligible 29 nos. of slum dwellers are received by the Appellate Authority before requesting any further approvals to the S.R. Scheme.

OR

That the developer shall submit NOC from Dy. Collector (SRA) stating that all non-eligible slum dwellers are intimated in writing within 30 days from display of LOI and Annexure-II on site that they have to file appeal before the Appellate Authority regarding their non-eligibility within 30 days from receipt of such intimation from the developer and copy of the receipt letter shall be submitted to Dy. Collector (SRA) for record.

54. High Rise Rehab Building:

- a. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for implementation / supervision / completion of S.R. Scheme.
- b. The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI.
- c. That the developer shall execute tri-partite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.
Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.
- d. The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A.) / E.E. (S.R.A) for quality audit of the building work at various stages of the S.R. Scheme.
- e. That the developer shall install fire fighting system as per requirements of G.P.O. and to the satisfaction of this department. The developer shall execute tri-partite Registered agreement between Developer, Society & Fire Fighting equipment supplying Co. and/or maintenance firms for comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the building.

SRA/ENG/2677/FN/STGL/LOI

- Entire cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to D.C. for record before applying for Occupation Certificate including part O.C.
- That the structural design of buildings having height more than 24m shall be not peer reviewed from another registered structural engineer / educational institute.
- 55. That the conditions mentioned in certified Annexure II issued by Adcl. Collector (Engr./Rem.)/City dtd. 25/12/2012 shall be complied and compliances thereof shall be submitted to this office.
- 56. The Developer/Society shall pay premium at the rate of 25% in terms Ready Reckoner as per the Govt. notification issued with TFB/4368/897/CR-145/98 UD-11 of 16/04/2008 in respect of Slum Rehabilitation scheme being undertaken on land belonging to Govt. Land/Municipal Land/MHADA Land and as per the stages as mentioned in the Govt. Order no. 1991/1603/CR-145/98 UD-11 dated 16/04/2008.
- 57. That you shall submit registered undertaking for payment for difference in premium paid and calculated as per the revised land rate.
- 58. That if the NOA/OC are not obtained within stipulated validity period then the developer/society is liable to pay compound interest @ 10% on amount payable.
- 59. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (SRA)/E.E. (SRA) for supervision/execution of sale bid, in S.R. Scheme.
- 60. That you shall appoint Third Party Quality Auditor with prior approval of Dy.Ch.Eng.(S.R.A.) / E.E. (S.R.A.) for implementation / supervision of S.R. Scheme.
- 61. That the existing stand post water connections in the scheme shall be disconnected after demolition of respective treatment and all the dues shall be paid and cleared.
- 62. That you shall make payment in respect of the depreciated cost of any toilet blocks existing in the slum plot to the Municipal Corporation of Greater Mumbai through Ch. Eng. MCO, if the same is required to be demolished for development under SRA.
- 63. That you shall submit the F.C. (SRA)'s NOC as per Circular No. 87 dtd. 19/06/2008 before issue of NOA of 1st building.
- 64. That NOA for first rehab building will be granted after compliance of Condition No.53.
- 65. That the developer shall ensure that water connection to the rehab building is obtained within one month from date of occupation.

DEPT DIRECTOR General Building Department

SRA/ENG/2677/FN/STGL/LOI

Certificate of the water connection granted shall be submitted to this office before asking any further approvals in the scheme thereafter.

- 66. That the defect liability period for rehab building will be 3 years and any repairs/maintenance required during this period will be done by the developer. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period.
- 67. That you shall submit Conveyance Deed for rehab equipment and one component or composite component respectively before requesting occupation certificate.
- 68. As per Circular No. 129, amenity tenement (i.e. school, club, etc.) shall be handed over to the Woman and Child Welfare Department, Government of Maharashtra as per the directions given by the Additional Chief Secretary, Woman and Child Welfare Department, Government of Maharashtra, in meeting held on 18.10.2011.
- 69. As per Circular No. 130, 10% of the total cost of construction (excluding land cost) shall be paid before grant of C.C.
- 70. That the IOI/building plans will be approved at no-charge with the restrictions in the Development Control Regulations issued by Govt. of Maharashtra vide Notification No. DM/749/4311/452/CR-16/2011/UD-11 dtd. 06-1-2012 and prevailing rules at the time of approval.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, containing full sanctioned P.S.I. separately for each building, in conformity with the D.C. Regulation No. 23 (14), in this office of the undersigned.

Yours faithfully,

Deputy Chief Engineer
Slum Rehabilitation Authority

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 20/03/2014
 2023



ANNEXURE-J



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

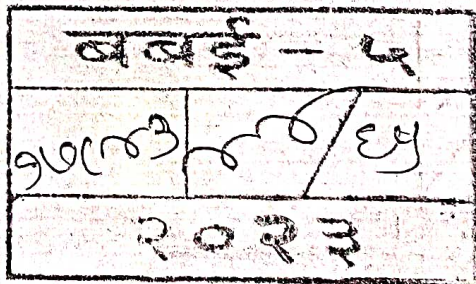
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51900023708

Project: Labdhi Seabreeze, Plot Bearing / CTS / Survey / Final Plot No.: 192 pt, 194 pt, 195 pt at Mumbai City, Mumbai City, Mumbai City, 400037;

1. Labdhi Siddhivinayak Realtors Llp having its registered office / principal place of business at Tehsil: Mumbai City, District: Mumbai City, Pin: 400002.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from 02/01/2020 and ending with 30/06/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

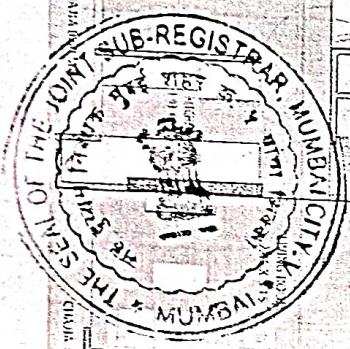
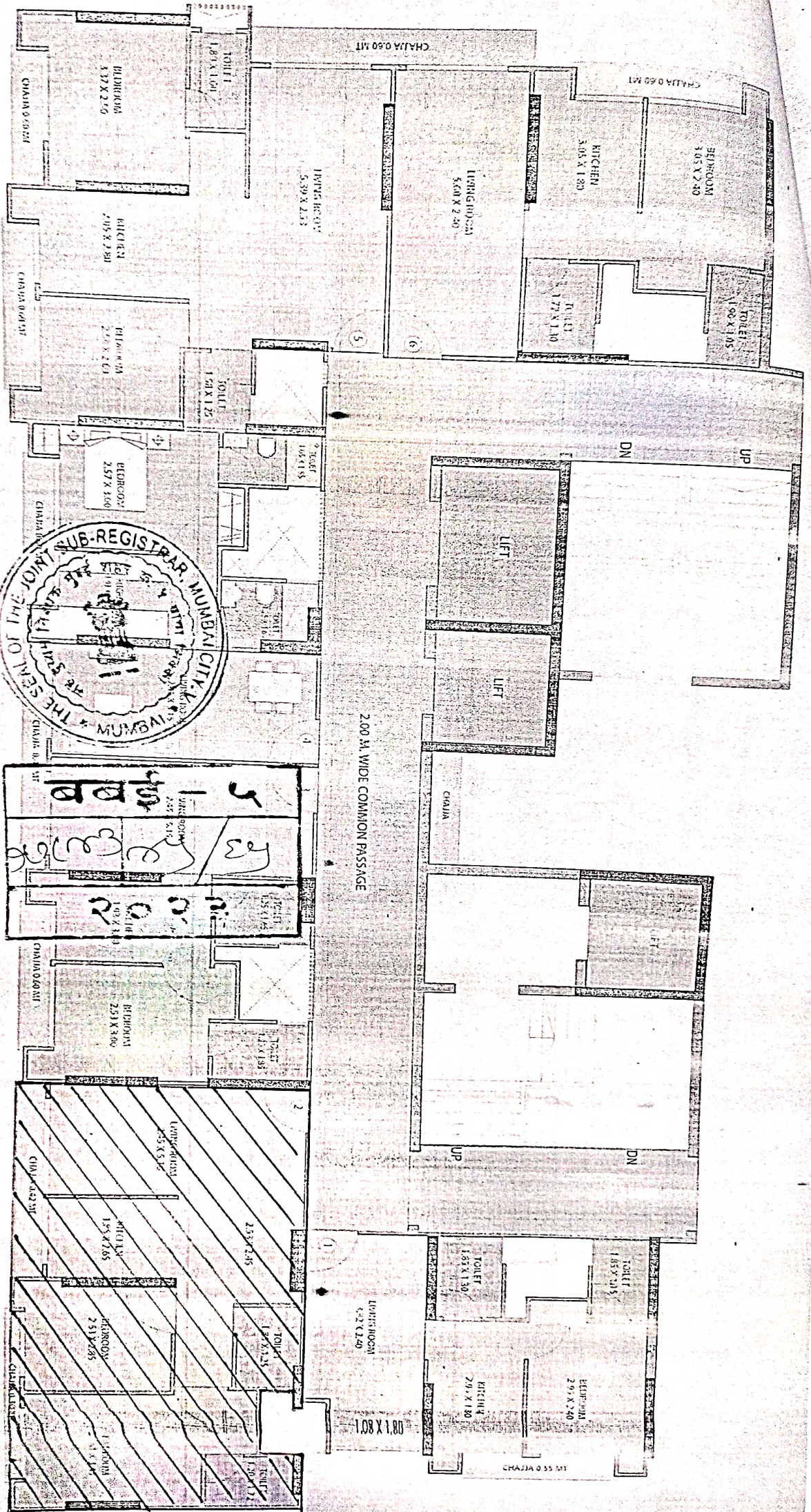
Dated: 18/05/2020
Place: Mumbai



Signature valid
Digitally Signed by
Dr. Vasant Premnand Prabhu
(Secretary, MahaRERA)
Date: 28-06-2020 12:51:42

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

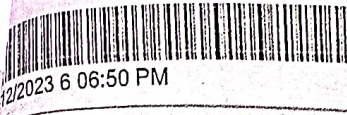




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ANNEXURE-K

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दस्त गोपवारा भाग-2

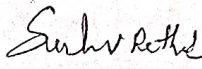


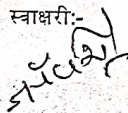


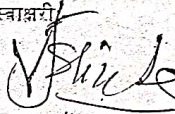


दवई5

दस्त क्रमांक: 17843/2023

18/12/23

क्रमांक : दवई5/17843/2023

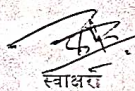

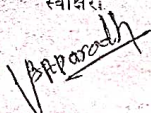

चा प्रकार :- करारनामा

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	उसा प्रमाणित
1	नाव: लक्ष्मी सिद्धिविनायक रिअल्टर्स एल एल पी तर्फे भागीदार विकास केवलचंद जैन तर्फे कु मु सुरेश राठोड पत्ता: प्लॉट नं: शॉप नं 71, माळा नं: तळमजला, इमारतीचे नाव: अमृत निवास, ब्लॉक नं: मुंबई, रोड नं: 165 लोहार चाळ, महाराष्ट्र, मुंबई. पॅन नंबर: AAHFL5118R	लिहून देणार वय :- 58 स्वाक्षरी:-	 	
2	नाव: जयेंद्र तानाजी शिंदे - - पत्ता: प्लॉट नं: फ्लॅट नंबर ३०२,, माळा नं: 3, इमारतीचे नाव: सत्यनारायण अपार्टमेंट, ब्लॉक नं: ठाणे पश्चिम ठाणे, रोड नं: तेली गल्ली टेंभी नाका, महाराष्ट्र, THANE. पॅन नंबर: AFKPS5064F	लिहून घेणार वय :- 55 स्वाक्षरी:-	 	
3	नाव: वनिता जयेंद्र शिंदे - - पत्ता: प्लॉट नं: फ्लॅट नंबर ३०२,, माळा नं: 3, इमारतीचे नाव: सत्यनारायण अपार्टमेंट, ब्लॉक नं: ठाणे पश्चिम ठाणे, रोड नं: तेली गल्ली टेंभी नाका, महाराष्ट्र, THANE. पॅन नंबर: BUJPS5990R	लिहून घेणार वय :- 53 स्वाक्षरी:-	 	

रील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शेका क्र.3 ची वेळ: 08 / 12 / 2023 06 : 05 : 49 PM

नोंद:-

बालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	उसा प्रमाणित
1	नाव: संदीप शेडगे - - वय: 43 पत्ता: गांधी नगर, ई वॉर्ड जोगेश्वरी ईस्ट मुंबई पिन कोड: 400060	 स्वाक्षरी	
2	नाव: विजय अपराध - वय: 52 पत्ता: 2 जगन्नाथ चाळ जोगेश्वरी ईस्ट, मुंबई पिन कोड: 400060	 स्वाक्षरी	

शिकका क्र.4 ची वेळ: 08 / 12 / 2023 06 : 06 : 42 PM

सह दृश्यम निबंधक, मुंबई-5
सह. दृश्यम निबंधक
Payment Details.

प्रमाणित करणेत येते की
दस्तावज्ये एकूण.....पाने आहेत
पुस्तक क्र. - १, मध्ये अ.क्र. दवई-५/.....२०२३
नोंदला.
दिनांक 01/12/2023

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Deface Number	Deface Date
1	Jayendra Tanaji Shinde	eChallan	02202292023	120806237	690600.00	SD	0006357676202324
2		DHC		1223084813965	1300	RF	1223084813965D
3	Jayendra Tanaji Shinde	eChallan		MH012116267202324E	30000	RF	0006357676202324

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