

1/11/23

HLST
Kamini madam.

Please Tick

Staff Home Loan

Saving A/C No. :	Branch FILE No.:
CIF NO. :	Tie up no (if applicable) <input checked="" type="checkbox"/>
LOS Reference No. :	<input type="checkbox"/> PAL/ <input type="checkbox"/> Take Over/ <input type="checkbox"/> NEW/ <input type="checkbox"/> Resale/ <input type="checkbox"/> Top up

Applicant Name: RAHUL SAURABH STAFF HLST
 Co-Applicant Name: CONF - 8139014217

Contract (Resi.) : _____ Mobile : 8139014217

Loan Amount: INR R. 1,20,00,000/- Tenure : 360 Months

Interest Rate: 5.45% EMI : _____

Loan Type : Term Loan SBI LIFE : _____

Hsg. Loan _____ Maxgain _____

Realty _____ Home Top up _____

Property Location :

Property Cost :

Name of Developer / Vendor : Ulwe

RBO - Pen ZONE - Branch : ~~Palde~~ (Code No)

Contact Person : KAMINI DHERE Mobile No. 9890707258

Name of RACPC Co-ordinator along with Mob No:

	DATE		DATE
SEARCH - 1	<u>V.S. Legal.</u>	RESIDENCE VERIFICATION	N.A staff
SEARCH - 2	<u>14 FEB 2024</u>	OFFICE VERIFICATION	N.A staff
VALUATION - 1		SITE INSPECTION	
VALUATION - 2			

HLST / MPST / BM / FS / along with Mob No. :



RASMECCC - PANVEL
 Sharda Terrace, Plot No. 55,
 Sector 11, CBD Belapur,
 Navi Mumbai 400 614

HL TO BE PARKED AT Ulwe BRANCH

V. S. Legal Associates

V. Lad

Advocates High Court

1A & 5, 5/A, 4th Floor, Kamanwala Chamber,
Premises Co-op. Society Ltd
Sir P. M. Road, Mumbai 400 001
Tel. No. : 91-022-66316626
Tel. No. : 91-022-617559/60
Email Id: vs_legal@yahoo.co.in

S/SER/SBI/RACPC Panvel/1326/2024

Date 29/02/2024

Annexure - B

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY.

1.	a) Name of the Branch/ Business Unit Office seeking opinion	State Bank of India, RACPC Panvel, Navi Mumbai.
	b) Reference No. and date of the letter under the under the cover of the documents tendered for scrutiny	By Hand
	c) Name of the Borrowers.	Mr. Rahul Saurabh (Proposed Borrower)
2.	a) Type of Loan	Home Loan
	b) Type of property	Flat
3.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) as security.	Mr. Rahul Saurabh (Proposed Borrower)
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.	Borrower
4.	Value of Loan (Rs. in crores)	-----
5.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Flat No. 1505, comprising an area admeasuring 644 sq. ft. (RERA Carpet area) along with deck adm. 65 sq. ft., on 15 th Floor, along with one car parking, in the Building No. 1 known as "SUNBEAM HEIGHTS" constructed on Plot No. 34/1 (W) bearing Survey No. 41 and corresponding CTS No. 01 (Part), lying and situated at Village Oshiwara, Taluka Andheri and Mumbai Suburban District.
	a) Survey No.	Plot No. 34/1 (W) bearing Survey No. 41 and corresponding CTS No. 01 (Part)
	b) Door no. (in case of house property)	Flat No. 1505
	c) Extent/ area including plinth/ built up area in case of house property	Admeasuring 644 sq. ft. (RERA Carpet area) along with deck adm. 65 sq. ft.
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village Oshiwara, Taluka Andheri and Mumbai Suburban District.
6.	a) Particulars of the documents scrutinized- serially and chronologically	Mentioned herein under
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Mentioned herein under

15-02-2024

Note:-Generated Through eSearch
Module.For original report please
contact concern SRO office.

दुय्यम निबधक सह दु.नि. अधरी 4

दस्त क्रमांक : 12290/2022

नोदंणी :

Regn:63m

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार	गहाणखत
(2) मोबदला	1300000000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	0
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपाइतर वर्णन :, इतर माहिती: जमीन व बांधकाम प्लॉट नं 34/1(डब्लू). सर्वे नं 41, सी टी एस नं 1 पार्ट, आदर्श नगर श्री आदर्श को ओप हौ सो ली, आदर्श नगर, मौजे ओशिवरा, न्यू लिंक रोड, हनुमान मंदिर नंतर, जोगेश्वरी पश्चिम, मुंबई 400053 ... सदर मिळकतीचे क्षेत्र 3735.22 चौ मी बाकी वर्णन दस्तावेज नमूद केल्याप्रमाणे ... कर्जाची रक्कम 130,00,00,000/- रु. ((C.T.S. Number : 1 PART ;))
(5) क्षेत्रफळ	3735.22 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा	
(7) दस्तऐवज करून देणा-या लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	<p>1): नाव:-सन बीम हाय टेक डेव्हलपर्स प्रायव्हेट लिमिटेड चे अॅथोराईज सिग्नेटरी दीपक सखाराम कांबळे कर्ज घेणार वय:-60 पत्ता:-प्लॉट नं: ऑफिस 1, माळा नं: -, इमारतीचे नाव: पारस को-ऑप. हौ. सोसायटी लिमिटेड ब्लॉक नं: 7 बंगला, अंधेरी पश्चिम, रोड नं: जे. पी. रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400053 पॅन नं:-AAOCS1277J</p> <p>2): नाव:-स्पार्क डेव्हलपर्स प्रायव्हेट लिमिटेड चे संचालक अजय दत्ताजीराव देसाई कॉर्पोरेट हमीदार 1 वय:-51 पत्ता:-प्लॉट नं: ऑफिस 601, ए-विंग, माळा नं: -, इमारतीचे नाव: नमन मिडटाऊन, ब्लॉक नं: दादर पश्चिम, रोड नं: सेनापति बापट मार्ग, महाराष्ट्र, MUMBAI. पिन कोड:-400013 पॅन नं:-ABHCS33350D</p> <p>3): नाव:-केआरव्हीपी रियल्टर्स प्रायव्हेट लिमिटेड चे संचालक अजय दत्ताजीराव देसाई कॉर्पोरेट हमीदार 2 वय:-51 पत्ता:-प्लॉट नं: ऑफिस 601 ए-विंग, माळा नं: - इमारतीचे नाव: नमन मिडटाऊन, ब्लॉक नं: दादर पश्चिम, रोड नं: सेनापति बापट मार्ग, महाराष्ट्र, MUMBAI. पिन कोड:-400028 पॅन नं:-AAICK9930A</p> <p>4): नाव:-दीपक सखाराम कांबळे वैयक्तिक हमीदार 1 वय:-60 पत्ता:-प्लॉट नं: 146, माळा नं: -, इमारतीचे नाव: आराम नगर, ब्लॉक नं: 7 बंगला, अंधेरी पश्चिम, रोड नं: वेलफेअर स्कूल रोड च्यासमोर, महाराष्ट्र, MUMBAI. पिन कोड -400061 पॅन नं:-AFVPM2958M</p> <p>5): नाव:-अमेय अनिल मालंडकर वैयक्तिक हमीदार 2 वय:-36 पत्ता:-प्लॉट नं: 601 11 17 माळा नं: -, इमारतीचे नाव: गगाई को-ऑप. हौसींग सोसायटी लिमिटेड, ब्लॉक नं: बोरिवली पूर्व, रोड नं: सात बंगले, एलटी रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400091 पॅन नं:-BHQPM2403P</p>



SUNBEAM
HIGH TECH DEVELOPERS PVT. LTD.

CIN NO.U70102MH2010PTC201786

Details of encumbrances concerned to Legal)

A. Name of the Promoter/ organization - *Sun Beam High Tech Developers Private Limited*

B. Name of project - *Sunbeam Heights*

C. Project Land - Plot No. 34/1(W) bearing Survey No. 41 and corresponding CTS No. 01, MHADA layout plot no. C-7 admeasuring approximately 3935.22 sq. mtrs. lying and dbeing at village Oshiwara within registration Sub-District of Andheri and District Mumbai Suburban.

We hereby declare that there is a litigation pending with respect to the Project Land details of the same are as follows:

In the High Court of Judicature at Bombay

OOCJ

Contempt Petition No. 13384 of 2022

In

Writ Petition No. 562 of 2021

Mrs. Sunil Shankarrao Pal & Anr.

Vs

Adarsh Nagar Shree Adarsh CHSL & 8 Ors.

For Sun Beam High Tech Developers Private Limited

Deepak Agawane

Mr. Deepak Agawane
Director
Date: 20.02.2023



Draft Agreement Copy



AGREEMENT FOR SALE

14 FEB 2024

1
Rasmec
Patil Sir
13/2/24
Aniket
Poc-search

Panvel

This Agreement for Sale ("Agreement") executed at Mumbai on the day stated in the Sixth Schedule hereunder written .

BY AND BETWEEN

SUN BEAM HIGH TECH DEVELOPERS PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 1956 and an existing company as per the provisions of the Companies Act, 2013, CIN U70102MH2010PTC201786 and having its registered office at Paras Co-operative Housing Society Limited, J P Road, Seven Bungalows , Andheri (West), Mumbai - 400 053 hereinafter referred to as "**Promoter 1**" (which expression shall unless it be repugnant to the context or meaning hereof shall mean and include its successor in title and assigns) of **FIRST PART**.

AND

SPARK DEVELOPERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013, CIN U70109MH2020PTC344999 and having its registered office at 601, 6th Floor, A Wing, Naman Midtown, near Indiabulls Finance Centre, Senapati Bapat Marg, Prabhadevi (West), Mumbai 400013 hereinafter referred to as "**Promoter 2**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his successor in title and assigns) of the **SECOND PART**.

AND

Person(s) named in the Sixth Schedule and hereinafter called "the Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual(s), his or her or their heirs, executors, administrators and successors, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the HUF and in the case of a LLP, the partners from time to time constituting the LLP and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner or a company or a society or a body corporate, its successors in title) of the **THIRD PART**;

The Promoter 1 and Promoter 2 are hereinafter collectively referred to as "**the Promoters**".

~~Aniket~~
~~Rupesh~~

~~Aniket~~
~~15/2~~

Draft Agreement Copy

Rasmee Panel
Patil Sir
17/2/24
Amul
Toc search

AGREEMENT FOR SALE

14 FEB 2024



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AND

Person(s) named in the Sixth Schedule and hereinafter called "the Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual(s), his or her or their heirs, executors, administrators and successors, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the HUF and in the case of a LLP, the partners from time to time constituting the LLP and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner or a company or a society or a body corporate, its successors in title) of the **THIRD PART**;

The Promoter 1 and Promoter 2 are hereinafter collectively referred to as "**the Promoters**".

MR. RAHUL SAURABH.

Cont - 8139014217

[Handwritten signature]

15/2

The Promoters and Allottee/s shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS:

- A. The Promoter 1 hereby represent that:-
- (i) Mumbai Housing and Area Development Board ("MHADB"), a corporation established under the Bombay Housing Board Act, 1948, is the absolute owner of the plot of land bearing Survey No.41 and Plot No. 34/1 (W) having corresponding CTS No.01, MHADA layout plot no C-7, situate lying and being at village Oshiwara, within the registration Sub-District of Andheri and District Mumbai Suburban area admeasuring 3735.22 sq. mtrs. which is more particularly described in the First Schedule hereunder ("**Larger Land**") written and shown and surrounded by red colored boundary line area to the plan annexed hereto and marked as **Annexure 'A'**. On the plot of land, MHADB allotted eight chawl nos. 65 to 72, each consisting of 10 tenements ("**Chawls**"). The plot of land together with the Chawls standing thereon are collectively referred to as "**the Property**";
 - (ii) On or about in the year 1982, MHADB invited an application for allotment of units comprised in the Chawls on monthly rental basis. In response to the same, various persons made an application to MHADB for such allotment and in response to the applications, the Estate Manager -II of the MHADB, by its separate letter intimated to the intended allottees, about MHADB having allotted a particular tenement in the Chawls on monthly rent as specified therein and upon certain terms and conditions incorporated therein;
 - (iii) With the passage of time the Rules and Regulations framed by MHADB have been liberalized and at various places the tenants of the Chawls have been permitted to form and register a Co-operative Housing Societies, with an intent to lease out the plot of land beneath the structure and the appurtenant land on leasehold basis for a period of 99/30 years and to sell, transfer, and convey the ownership rights of the structures/chawls / buildings standing thereon;
 - (iv) In the meeting held on 2nd September, 2007, the erstwhile chief promoter and two other promoters, had been authorized by the other erstwhile promoters of the erstwhile proposed society to initiate necessary steps with MHADB and/or the intended builders/developers, who may co-operate for redevelopment of the

Property and agreed to offer the premises to the existing occupants/tenants preferably on ownership basis.

- (v) The allottees of the tenements in the Chawls (approximately 80 tenements) formed a co-operative housing society by the name of Adarsh Nagar Shree Adarsh Co-operative Housing Society Limited ("**Society**"), in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and by and under certificate of registration dated 17th November, 2009, the Society was registered under No. MUM / TNA / MHADB / HSG / (TC) / 12865 / 2009-2010. Prior to the registration of the Society, Mr. Moosa N. Multani, one of the members of the Society was appointed as its chief promoter;
- (vi) By virtue of a Government Notification dated 5th December, 2007 bearing No. ARD-1077 (1) Desk-44 issued by the Public Works and Housing Department, the Maharashtra Housing and Area Development Authority ("**MHADA**") came into existence from the date thereof and, by virtue thereof, the MHADB came to be dissolved in accordance with the provisions of Section 15 of The Maharashtra Housing and Area Development Authority Act ("**MHADA Act**"). Pursuant to Section 189 (a) and (b) of the MHADA Act, all properties movable and immovable and interest of whatsoever nature and kind which vested with the erstwhile MHADB were transferred to and vested in the MHADA, without any further act or assurance, subject to limitation and conditions and rights or interest of any person, body or authority. Further, all rights, liabilities, and obligations of the MHADB including those arising under any agreement or contract stood transferred to and vested in MHADA;
- (vii) In the light of the above, the MHADA became seized and possessed of and otherwise well and sufficiently entitled to, the Property, as owner thereof;
- (viii) The Society decided to demolish the Chawls on the Larger Land as they were in a dilapidated condition and beyond repairs and agreed to reconstruct new buildings and to provide flats in the new buildings to the members of the Society under the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 (Act XL V of 1963) by acquiring FSI from MHADA as per the policies and rules and regulation of MHADA and Municipal Corporation of Greater Mumbai ("**MCGM**"), under Regulation 33(5) of Development Control Regulations, 1991 ("**DCR 1991**");

(ix) The Society then approached various reputed and experienced developers to bid for the redevelopment of the Property. After perusing through various bids, the Society had short listed the bids including the bid of the Promoter 1, who showed its readiness and willingness to redevelop the Property, by demolishing the Chawls and by constructing the new buildings in accordance with the plan to be approved by the planning authority i.e. MHADA / MCGM. The Promoter 1 submitted an offer dated 20th January, 2009 and 5th February, 2009 to the erstwhile proposed society and an in-principle letter of acceptance to the offer of the Promoter 1 was issued by the Society on 14th February, 2009. The Promoter 1 had issued the letter dated 18th February, 2009. The Society in its Special General Body Meeting held in accordance with the guidelines prescribed by the State of Maharashtra on 3rd January, 2009 unanimously passed a resolution accepting the proposal of the Promoter 1 for redevelopment of the Property for the consideration and on terms and conditions incorporated therein. In the Special General Body Meeting held on 2nd October, 2010, the authorized officer from the office of the Deputy Registrar of Co- operative Societies 'K-West' Ward MHADA also attended the same.

(x) By and under the Certificate dated 27th October, 2010 bearing Sr. No. Up. Ni. / Sa. San. / Mum. Mam. / 3715/2010, the MHADA confirmed the appointment of Promoter 1 as Developer since the majority of the members the Society had voted in favour of the Promoter 1 in compliance with the Maharashtra Co-operative Societies Act, 1960 and accordingly granted permission for the further steps/sanctions to be taken by the Society.

(xi) By and under an Indenture of Lease dated 27th June, 2011 bearing registration No. BDR-9/5937 of 2011, MHADA therein referred to as the Lessor and the Society therein referred to as the Lessee, the Lessor therein granted the lease of the land admeasuring 2,793.12 square meters forming a part of the Larger Land in favour of the Society for the lease rent and in accordance with the terms and conditions more particularly stated therein. The lease was granted for a period of 30 years commencing from 1st June, 1987 onwards till 30th May, 2017;

(xii) By and under an Agreement dated 27th November, 2010 the Society agreed to grant development rights in respect of the re-development of the Property in favour of the Promoter 1 for the consideration and in accordance with the terms and conditions more particularly stated therein.

an authority
developme
MCGM a

(xiii) Aft
a



an authority and various powers to the Promoter 1 with respect to the re-development of the Property which inter alia includes dealing with MHADA, MCGM and other competent authorities.

- (xiii) After execution of the aforesaid documents but before the Promoter 1 could take any effective steps for redevelopment, in the beginning of the year 2012, the concept of fungible FSI was introduced for the first time in the erstwhile prevailing DCR 1991;
- (xiv) Pending further initiation of redevelopment steps taking into consideration fungible FSI, on the part of the parties hereto, State Government published Government Resolution dated 17th October, 2015 and accorded approval to implement Public Metro Line 2A, Dahisar (East) to D.N. Nagar (18.60 K.M.) and the Metro Line 2A, project was declared as "Project of Urgency" and "Important Urgent Transportation" and the Metro Line 2A was expected to be completed by December 2020 at the Junction of Andheri Link Road in K.L. Valawalkar Marg at Oshiwara;
- (xv) By and under a resolution passed by the Society on 15th April, 2017 in its Special General Body Meeting bearing ref. No. ANS/SGM/MIN/2017, sixty (60) members present therein consented to go ahead with the re-development as per a revised development plan prepared by the Promoter 1 and the committee was authorized to prepare an agreement with the Promoter 1 as per the revised plan for re-development of the Society and as such the committee was also authorized to visit the concerned authorities to take up the matter of re-development. Accordingly, the Society resolved to continue with the construction according to the aforesaid draft revised development plan;
- (xvi) The proposed Metro Line 2A (proposed by MMRDA) is passing through the Larger Land, due to which the Larger Land was naturally divided by the 20 meters wide strip of land. Due to this proposed Metro Line 2A which is passing through the Larger Land, the MHADA neither permitted the renewal of the Lease of the portion of the Larger Land in favour of the Society nor issued the NOC for redevelopment of the Society's land & building/s which created the various hardships to the Society & Promoter 1 for the execution of the redevelopment project;

right of way ("ROW") free of encumbrances to MMRDA within 15 (fifteen) days from the date of issuance of the letter dated 31st July, 2019. The redevelopment would exclude the Metro Affected Area admeasuring 1608.64 square metres which would be handed over to MMRDA for the metro 2. The development area of 2,127.22 square metres would be divided in to 2 parts i.e. sale and rehab. However, FSI will be calculated on entire plot area i.e. the Larger Land;

- (xxii) The Society, through the Promoter 1, has submitted the proposed building plan in respect of the Larger Land for the approval of MHADA. In pursuance of the above and the Consent Terms, MHADA considered the aforesaid proposed redevelopment via an offer letter bearing No. CO/MB/REE/OFFER/R-1122/360/2020 dated 27th February, 2020 and informed that the proposal has been approved by the competent authority in respect of 3,735.22 square meters i.e. the Larger Land, upon the terms and conditions more particularly stated therein. The aforesaid offer letter dated 27th February, 2020 states that the amount to be paid in the aggregate to MHADA within estimated period. According to the terms and conditions agreed to by MMRDA and MHADA as mentioned above, MMRDA, MHADA, the Society and the Promoter 1 entered into a written Memorandum of Understanding dated 1st October, 2020 ("MOU") with an intention to put an end to the pending litigation upon the terms and conditions more particularly mentioned therein as per the Consent Terms recorded above;
- (xxiii) The aforesaid MOU mentions that, the MMRDA has considered the aforesaid offer letter and has agreed to take effective steps for redevelopment of building mentioned therein and further agreed for redevelopment of property as per condition no.1 and 2 mentioned in the aforesaid offer letter in favour of the Society and the Promoter 1. Accordingly, Intimation of Approval (IOA) bearing no. MH/EE/BP Cell/GM/MHADA-113/857/2021 dated 23rd July, 2021 was issued by MHADA in favour of the Promoter 1;
- (xxiv) As recorded in the MOU, consequent to the metro passing through the Property, the Property has been divided into three plots (a) portion of the land/ strip of land having 20 mtrs. width covering area of 1238.62 sq. metres. of the Property is affected by Metro rail alignment and shown in the plan with red colour dash dot lines and annexed hereto as **Annexure 'A'** and more particularly described Firstly in the Second Schedule hereunder written ("**Metro Plot**") (b) the plot

about the lien / charge of such banks / financial institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever.

18.30. That the Allottee/s indemnifies and hereby agrees to keep indemnified the Promoters and their successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the loan.

19. The Promoters shall maintain a separate account in respect of sums received by the Promoter 1 from the Allottee/s as advance or deposit, sums received on account of the share money for the admission of the Allottee/s to the Society as member or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Unit or of the Project Land and / or the Project or any part thereof. The Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoters until handing over of the Project to the Society.

21. The Promoters have already informed the Allottee/s and the Allottee/s are aware that the Promoters have mortgaged the Project including benefits arising out of the Project Land with the lender. The Allottee/s shall deposit the Sale Consideration (other than GST) by whatsoever name called, shall be deposited in the Escrow Account bearing no. **5345912087** in the name and style of "**Sun Beam High Tech Developers Private Limited - Sunbeam Heights - Collection Account**" ("**Escrow Account**") and all cheques shall be drawn in favour of the aforesaid Escrow Account or such other account as may be intimated to the Allottee/s by the Promoters. The Unit shall remain mortgaged to such loan sanctioning authority till deposit of the entire Sale Consideration in the Escrow Account. The Promoters shall have the liberty to switch over /transfer the said mortgage to any other financial institution/NBFC on such conditions as may be deemed fit by the Promoters. The Promoters have further informed the Allottees/s shall deposit the GST amounts in "**Sun Beam High Tech Developers Private Limited - Project Pass Through Charges Account**" bearing no. **5345912117**.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements

FIRST SCHEDULE HEREINABOVE REFERRED TO

("the Larger Land")

All piece and parcel of the land or Plot No. 34/1 (W) bearing Survey No. 41 and corresponding CTS No. 01, MHADA layout plot no. C-7 admeasuring approximately 3735.22 sq. mtrs. situate, lying and being at Village Oshiwara within the registration Sub-District of Andheri and district Mumbai Suburban shown by red coloured boundary line area to the plan annexed herewith and surrounded by four boundaries as;

On or towards the East : by - CTS No. 19 (pt) Sai Shraddha CHS

On or towards the West : by - 36.60 Mtrs. Link Road

On or towards the North : by - DP Road 27.45 Mtrs. Wide Road

On or towards the South : by - 7.62 Mtrs. Wide Road

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

Firstly

("Metro Plot")

All piece and parcel of the land or Plot No. 34/1 (W) bearing Survey No. 41 and corresponding CTS No. 01 part, MHADA layout plot no. C-7 admeasuring approximately 1238.62 sq. mtrs. situate, lying and being at Village Oshiwara within the registration Sub-District of Andheri and district Mumbai Suburban shown by red coloured boundary line area to the plan annexed herewith and surrounded by four boundaries as;

On or towards the East : MHP - II (Building);

On or towards the West : 36.6 mtrs. wide DP Road;

On or towards the North : Plot No. 2;

On or towards the South : Plot No. 1

Secondly

("Plot No. 1")

All piece and parcel of the land or Plot No. 34/1 (W) bearing Survey No. 41 and corresponding CTS No. 01 part, MHADA layout plot no. C-7 admeasuring approximately 2003.84 sq. mtrs. situate, lying and being at Village Oshiwara within the registration Sub-District of Andheri and district Mumbai Suburban shown by red coloured boundary line area to the plan annexed herewith and surrounded by four boundaries as;

On or towards the East : MHP - II (Building);

(1) Development Agreement dated 2nd June, 2022 executed between the Society and Promoter 1

(2) Title Report dated 22nd February, 2023 issued by M/s JPS Legal, Advocates in respect of the Larger Land.

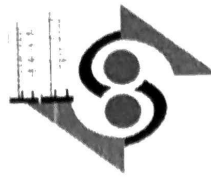
THE FIFTH SCHEDULE HEREINABOVE REFERRED TO

(LIST OF AMENITIES IN THE UNIT)

- (1) Vitrified Tile flooring in living, dining, passage , Kitchen & all bedrooms – 35/- to 40/-
- (2) Vitrified / Ceramic tile dado in Kitchen – 30/- to 35/-
- (3) Vitrified / Ceramic tile flooring & Dado in all Toilets – 30/- to 35/-
- (4) Granite kitchen/Alcove platform & additional service platform – 80/- to 100/-
- (5) Aluminum glass window @300/-
- (6) Laminated finished Main, Bedroom & Toilet doors
- (7) Gypsum Finished internal walls with paint
- (8) Video door phone and intercom facility in all units
- (9) Branded Stainless steel single bowl with sink spout – Nirali/ Frankie or equivalent for kitchen
- (10) Premium sanitary and CP fittings in all Toilets – Jaquar/ Kohler or equivalent
- (11) Light points with branded switches, sockets & wiring.
- (12) Provision for 15A points for Air-conditioning in Living & Bedrooms.
- (13) Sprinkler system in all units
- (14) Provision for Exhaust fan in Kitchen & All Toilets

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO

Sr. No.	Terms and Expressions	Meaning and Description
1	Date of Agreement	
2	Name, Address and Email ID of Allottee/s	Name: Address: Email:
3	Unit	A residential unit bearing No. _____ of the type ___ on _____ floor also known



SUNBEAM
HIGH TECH DEVELOPERS PVT. LTD.

CIN NO.U70102MH2010PTC201786

To,

Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor, Housefin Bhavan,
Plot No. C - 21, F - Block,
Bandra Kurla Complex, Bandra (E), Mumbai 400051

Re: Development of Project "**Sunbeam Heights**" is situated at land bearing Plot No. 34/1(W) bearing Survey No. 41 and corresponding CTS No. 01, MHADA layout plot no. C-7 admeasuring approximately 3935.22 sq. mtrs. lying and being at village Oshiwara within registration Sub-District of Andheri and District Mumbai Suburban.

I, Deepak Shankar Agawane, director of Sun Beam High Tech Developers Private Limited, having its registered office at Paras Building G-1, Versova Link Road, Versova Andheri (West), Mumbai - 400 054 ("**Sun Beam**"), hereby declare that Sun Beam is developing the real estate project known as "**Sunbeam Heights**" proposed on portion of the land bearing Plot No. 34/1(W) bearing Survey No. 41 and corresponding CTS No. 01, MHADA layout plot no. C-7 admeasuring approximately 3935.22 sq. mtrs. lying and being at village Oshiwara within registration Sub-District of Andheri and District Mumbai Suburban ("**the said Land**").

I declare that the said Land is free from encumbrances save and except as mentioned herein below:

- i. Debenture Trust Deed dated 6th September, 2022 registered with Sub-Registrar of Assurances at Andheri-4 under serial no. BDR-15/12290 of 2022 executed between Sun Beam High Tech Developers Private Limited therein referred to as the "Company" or "Borrower" of First Part and Spark Developers Private Limited therein referred to as the "Corporate Guarantor 1" or "Development Manager" of Second Part and KRVP Realtors Private Limited therein referred to as the "Corporate Guarantor 2" of Third Part and Mr. Deepak Sakharam Kamble therein referred to as the "Personal Guarantor 1" of Fourth Part and Amey Anil Malandkar therein referred to as the "Personal Guarantor 2" of Fifth Part and Vistra ITCL (India) Limited therein referred to as the "Debenture Trustee" or "Trustee" of Sixth Part, the Borrower therein has mortgaged all the beneficial right, title and interest both present and future, in the said Land unto the debenture trustee for the benefit of the Debenture Holders as and by way of English mortgage for an amount of Rs. 130 Crores and which is more particularly described under the Debenture Trust Deed dated 6th September, 2022.



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 : **P51800049875**

Project: **Sunbeam Heights**, Plot Bearing / CTS / Survey / Final Plot No.: **CTS No. 1pt of Village Oshiwara at Oshiwara, Andheri, Mumbai Suburban, 400053;**

1. **Sun Beam High Tech Developers Private Limited** having its registered office / principal place of business at
Tehsil: **Andheri**, District: **Mumbai Suburban**, Pin: **400053**.
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 **06/03/2023** and ending with **31/12/2027** 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.

WPCD 40524/2024

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:06-03-2023 12:31:52



SUNBEAM
HIGH TECH DEVELOPERS PVT. LTD.

CIN NO. U70102MH2010PTC201786

SR NO	OLD NO	NEW NO	NAME	BLDG NO
1	644	901	SAI PRAKASH BHANGLE	BLDG2
2	652	1202	AYESHA D HEMATI	BLDG2
3	653	2101	PRABHA SHEKHANI	BLDG 2
4	654	1201	GULAB NAMDEV KAWARE	BLDG2
5	655	1502	SHARDA VISHWANATH KAMBLE	BLDG2
6	656	2203	RANDEEP SING GADHLOK	BLDG 2
7	657	1303	DHIRENDRA R.GANDHI	BLDG2
8	658	2003	ARPIT KABRA	BLDG2
9	659	401	DEEPAK KAMBLE	BLDG 2
10	660	903	NIRMALA K MEHTA	BLDG2
11	661	1903	ANKUSH TUKARAM DEVARE	BLDG2
12	662	301	AVINASH NATH GUPTA	BLDG 2
13	663	1601	RITA SANU BHATTACHARJEE	BLDG2
14	664	1501	SHAHID AKTAR SHAIKH	BLDG2
15	665	1902	SHAMI,M ASLAM SIDDIQUE	BLDG2
16	666	1102	NIRMALA SANWAL	BLDG2
17	667	601	SARITA PAL	BLDG 2
18	668	1701	NANDA SHYAMSUNDER KANDOI	BLDG 2
19	673	1703	SONAL AJAY GOLANI	BLDG2
20	674	1103	ABDUL RAHIM KHAN	BLDG2
21	675	1803	GANPAT APPAJI LAD	BLDG 2
22	676	1403	KHALILUR REHMAN QURESHI	BLDG2
23	677	1101	YASIN IBRAHIM SHAIKH	BLDG2
24	678	1003	SONU RAMJI MEDHEKAR	BLDG 2
25	679	1302	HASINABANU HUSAIN ALI KHAN	BLDG2
26	680	1301	LATA GOPAL JETHWANI	BLDG2
27	681	502	ASHWIN M MOTANI	BLDG 2
28	682	501	JANAK PRAMOD PUJARI	BLDG2
29	683	902	MARUTI SADASHIV GARLE	BLDG2
30	684	602	AMIT	BLDG 2
31	685	1001	HASINA IQBAL SAYYED	BLDG2
32	686	1702	SUNNY T.SOHAL	BLDG2
33	687	1203	YOGESH J.KOTHARI	BLDG 2
34	688	2002	BRIJLATA SANWAL	BLDG2
35	689	1602	RAMESH R AGARWAL	BLDG2
36	692	2201	SIDDHARTH M SHEKHANI	BLDG 2
37	693	802	MOHAMMED IRFAN MOHAMMED SHAFI	BLDG2
38	694	1401	POOJA DAJI ZINJURTE	BLDG 2
39	695	1802	MINAL ASHOK SONAWANE	BLDG2
40	696	1105	NARENDRA KUMAR DULANI	BLDG 1
41	697	2202	ZAFER YUNUS SAYED	BLDG 2

Reg.add.: 1 Paras Bldg., Ground Floor, Bon-Bon Lane, Bungalows, Andheri (W), Mumbai-400053.
Tel. : 2226322345 | Mob.: 8655001482 | Email ID: Sunbeamconstruction@ymail.com

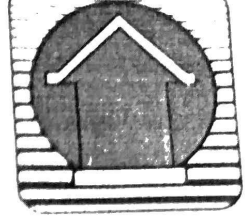


42	698	1503	DOLLY ANTHONY GOMES E FERNANDAS	BLDG2
43	699	1601	KIRAN PRAKASH TORASKAR	BLDG2
44	700	402/402A	B.B.JADHAV	BLDG 2
45	701	302/302A	TARUN GOSH	BLDG2
46	702	1901	MORESHWAR RAMJI MEDHEKAR	BLDG 2
47	703	1002	ARCHANA SHARMA	BLDG2
48	704	1801	EKNATH RAMDAS MAHINDRAKAR	BLDG 1
49	705	604	MUKESH M VASHI	BLDG1
50	706	605	SONAL MOTLA	BLDG2
51	707	801	MOHANLAL SURAJMAL SHEKHANI	BLDG 1
52	708	1104	RANI VILAS MADIVAL	BLDG2
53	719	2001	KUSHALCHAND H MALHOTRA	BLDG2
54	720	701	NARESH BORDE	BLDG2
55		2103	AMIR SADRUDDIN KHAN	BLDG 2
56		407	IQBAL FURNITURE	BLDG 1
57	641	18	SUNIL RAMESH JAISWAL ROSHAN JAISWAL	BLDG 1
58	642	17	MILIND D.KAWALI	BLDG 1
59	643	16	MRS ANANDI YASHWANT CHINDARKAR	BLDG 1
60	645	15	NIDA ABBAS TAHIR HUSAIN SHAIKH	BLDG 1
61	646/647	1B 2 B	. SAMEER K. HANS. RAJKUMARI K. HANS	BLDG 2
62	648	14	MOHAMMED SARDAR KHAN	BLDG 1
63	649	5B	TUSHAR SUDHAKAR KHERDE	BLDG 2
64	650	4 B	RAJSHREE RAMCHANDRA KAJROLKARI	BLDG 2
65	651	3B	RAMBHAVAN B.YADAV	BLDG 2
66	669/670	12	DAJI K. ZINJURTE HUF DAJI K. ZINJURTE	BLDG 1
67	671/672	10	MOOSA NANJI MULTANI ZARINA M. MULTANI	BLDG 1
68	690	11	RIAZ MOHAMED RAZAK TEJANI	BLDG 1
69	691	8	. PARAG R. TAWDE	BLDG 1
70	709/710	9	GAUTAM G. TAURANI RUBY GHANSHYAM TOURANI	BLDG 1
71	711	7	. CHARAN DEO MATHUR	BLDG 1
72	712	6	. MOHINI K. KEVLANI	BLDG 1
73	713	5	. MAHESH KALA KEVLANI	BLDG 1
74	714	4	SAVITA BHARAT SATARA	BLDG 1
75	715	13	. MOHANLAL SURAJMAL SHEKHANI	BLDG 1
76	716	3	MOHAMMED AYUB SHAIKH	BLDG 1
77	717/718	1&2	BABITA SINGH . ASHOK AMARNATH SINGH	BLDG 1

For, SUNBEAM HIGH TECH DEVELOPERS PRIVATE LIMITED

Authorized Signatory



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning for MHADA layouts constituted as per government regulation
no. TPB 4315/167/CR-51/2015/UD-11 DT. 23 May. 2018.)

COMMENCEMENT CERTIFICATE

No.MH/EE/ (B.P.)/GM/MHADA-113/857/2023

Mr. Rahul Saurabh (Proposed Borrower)

vs legal <vs_legal@yahoo.co.in>

Thu 2/15/2024 5:04 PM

To:CORD 21117 <cord.21117@sbi.co.in>;cord.1117@sbi.co.in <cord.1117@sbi.co.in>

Warning: This email is not originated from SBI. Do not click on attachment or links/URL unless
is reliable. Malware/ Viruses can be easily transmitted via email.

Dear sir / madam,

Kindly provide the following documents

- 1) List of the flat allocation to the existing member
- 2) Approved Plan

Best regards

M/s. V. S. Legal Associates

Advocate High Court

Mob: 9867267216

Off: 022 66316626

Dear

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of Ma



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning for MHADA layouts constituted as per government regulation no. 1PB/4315/167/CR-51/2015/UD-11 D1, 23 May, 2018)

COMMENCEMENT CERTIFICATE

No.MH/EE/(B.P)/GM/MHADA-113/857/2023

Date: 13 APR 2023

To,

M/s. Sunbeam Hightech Developer Pvt. Ltd.

C.A. to Shree Adarsh C.H.S.L.

Sub:- Proposed redevelopment of existing Barrackes Tent. No. 641 to 720 known as Shree Adarsh Co-Operative Housing Society Ltd. on plot no. SG7 on C.T.S. No. 1(pt.) of village Oshiwara at on of Oshiwara sanctioned MHADA Layout, at Oshiwara Jogeshwari (W), Mumbai.

Ref.:-

1. Hon'ble VP/CEO MHADA vide no. 688 concession approved date 28.06.2021.
2. MHADA/ IOA issue no.MH/EE/(B.P)/GM/MHADA 113 / 857 2021 Dated:-23.07.2021
3. Revised concession approved dated 02.05.2022.
4. Amended IOA issued u.no. MH/EE/(B.P)/GM/MHADA 113 857/2022 Dated:-09.11.2022.
5. Revised concession approved dated 28.13.2023
6. Amended IOA issued u.no. MH/EE/(B.P)/GM/MHADA 113 857/2023 Dated:-05.04.2023.
7. Application letter from Architect Shri. Vilas Dikshit of M.s. Shilp Associates dated 10.04.2023.

Dear Applicant,

With reference to your application dated 10.04.2023 for development permission and grant of Plinth Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning

Act, 1966 to redevelopment of Proposed redevelopment of existing Barracks
Tent. No. 641 to 720 known as Shree Adarsh Co-Operative Housing Society
Ltd. on plot no. SG7 on C.T.S. No. 1(pt.) of village Oshiwara at on of Oshiwara
sanctioned MHADA Layout, at Oshiwara Jogeshwari (W), Mumbai.
Commencement Certificate/Building Permit is granted subject to compliance
mentioned in I.O.A. u/ref. No. EE/BP CELL/GM/MHADA-113/857 292
23.07.2021 and Amended IOA dtd.09.11.2022 and following conditions

1. The land vacated in consequence of endorsement of the setback line road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
4. This permission does not entitle you to develop land which does not rest in you or in contravention of the provision of coastal zone management plan.
5. If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the VP & CEO / MHADA if:
 - a. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO / MHADA is contravened or not complied with.
 - c. The VP & CEO / MHADA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and

person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 45 of the Maharashtra Regional Town Planning Act, 1966

The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

8 That the work shall be carried out as per the approved plan. Survey and all other relevant permissions applicable to this proposal.

VP & CEO / MHADA has appointed Shri. Rupesh M. Totewar, Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This Plinth C.C. Re-Endorsed for work upto plinth for building no.01/Sale as per approved amended IOA plans dated 05.04.2023.

This CC is valid upto 12 APR 2024

SD/-

(Rupesh M Totewar)
Executive Engineer/B.P. Cell(W.S.)
GM / MHADA

Copy to,

- 1) The Hon'ble Chief Officer / M.B.
- 2) Dy. Chief Engineer/BP Cell/MHADA
- 3) The Architect/Layout Cell/M.B.
- 4) Executive Engineer/Bandra Division/Mumbai Board
- 5) Asst. Commissioner 'K/W' Ward (MCGM)
- 6) A.A. & C. 'K/W' Ward (MCGM)
- 7) A.E.W.W. 'K/W' Ward (MCGM)
- 8) Architect Shri Vilas Dikshit of M/s. Shilp Associates

(Rupesh Totewar)
Executive Engineer/B.P. Cell(W.S.)
GM / MHADA

FORMAT – A
(Circular No.:- 28/2021)

To,
Maharashtra Real Estate Regulatory Authority
Mumbai

LEGAL TITLE REPORT

Sub: Title Report with respect of **Sunbeam High Tech Developers Private Limited**, a private limited company formed and incorporated under the provisions of the Companies Act, 1956 and deemed existing under the Companies Act, 2013 and having its registered office at Paras Building, G-1, Versova, Andheri (West), Mumbai – 400054 in respect of redevelopment of the land being ALL THAT piece and parcel of land bearing Plot Nos. 641 to 720 or Plot No. 34/1 (W) admeasuring 3,735.22 square meters bearing Survey No.41 and CTS No.1 (Part) being a part of Adarsh Nagar, Jogeshwari (West) situate, lying and being at Village Oshiwara, Taluka Andheri, Mumbai Suburban District – 400 053 together with the structure/s [Chawl Nos. 65 to 72] (hereinafter referred as the “**said Land**”) and offer the premises to the existing occupants/tenants preferably on ownership basis

I have investigated the title of the said Land on the request of **SUNBEAM HIGH TECH DEVELOPERS PRIVATE LIMITED** (“**the Developer**”) and verified following documents of i.e.:-

1) **Description of the said Land:-**

All that piece and parcel of land bearing Plot Nos. 641 to 720 or Plot No. 34/1 (W) admeasuring 3,735.22 square meters bearing Survey No.41 and CTS No.1 (Part) being a part of Adarsh Nagar, Jogeshwari (West) situate, lying and being at Village Oshiwara, Taluka Andheri, Mumbai Suburban District – 400 053 together with the structure/s [Chawl Nos. 65 to 72] standing thereon and bounded as follows:-

On or towards the North by : D.P. Road – 27.45 meters wide road.
On or towards the South by : 7.62 meters wide road.
On or towards the East by : CTS 19 (part) of Sai Sharddha CHSL.

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9819370077

jimeshshah@gmail.com

20, MILAP APARTMENTS,
S.V. ROAD, MALAD WEST,
MUMBAI 400 064

FORMAT - A

(Circular No.:- 28/2021)

FLOW OF THE TITLE OF THE SAID LAND.

1. It appears that Maharashtra Housing and Area Development Board (hereinafter referred to as "MHADB"), a corporation established under the Bombay Housing Board Act, 1948 was seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 3,735.22 square meters bearing Survey No.41, situated, lying and being at Village Oshiwara, Taluka Andheri, Mumbai Suburban District. The MHADB constructed eight chawls, Chawl Nos. 65 to 72 each consisting of 10 tenements.
2. It appears that, in or around the year 1982, the MHADB invited an application for allotment of the eight chawls. The Estate Manager II of the MHADB informed the intended allottees about the allotment of a particular tenement in a particular chawl for a monthly rent as specified therein.
3. It appears that, the rules and regulations framed by MHADB were subsequently liberalised and tenements of particular chawls were allowed to form and register a Co-operative Housing Society with the intention of leasing out the plot of land beneath the structure with an appurtenant land on leasehold basis for a period of 99/30 years and to sell, transfer and convey ownership rights of the structures/chawls/buildings standing thereon.
4. By virtue of a Government Notification dated 5th December 2007 bearing No. ARD-1077 (1) Desk-44 issued by the Public Works and Housing Department, the Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA") came into existence from the date thereof and, by virtue thereof, the MHADB came to be dissolved in accordance with the provisions of The Maharashtra Housing and Area Development Authority Act (hereinafter referred to as "MHADA Act") including Section 15 of the MHADA Act.
5. Pursuant to Section 189 (a) and (b) of the MHADA Act, all properties movable and immovable and interest of whatsoever nature and kind which vested with the erstwhile

6. In the light of the well and sufficiently entitled to, the said Land, as owners thereof.

7. It appears that, the allottees of the tenements (approximately 80 tenements) formed an operative housing society by the name of Adarsh Nagar Shree Adarsh Co-operative Housing Society Limited (hereinafter referred to as "**said Society**") in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960.

8. By and under a "Certificate of Registration" dated 17th November 2009, the said Society was registered under No. MUM/MHADB/HISG/(TS)/12865/2009-2010. Prior to the registration of the said Society, it appears that, one Mr. Moosa N. Multani was appointed as Chief Promoter of the proposed Society.

9. It appears that, in a meeting held on 2nd September 2007, the Chief Promoter and two other Promoters had been authorised by the then Promoters of the proposed said Society to initiate necessary steps with the then MHADB and/or intended developers who may co-operate for the redevelopment of the said Land and agreed to offer the premises to the existing occupants/tenants preferably on ownership basis.

10. It appears that, the said Society was desirous of demolishing the existing structures as they were in a dilapidated condition and beyond repair, and decided to construct new flats in new buildings and to provide the same to the members under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 by acquiring Floor Space Index (hereinafter referred to as "**FSI**") from the MHADA as per the policies and rules and regulations of the MHADA and the Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**") under Regulation 33(5) of the Development Control Regulations, 1991 (hereinafter referred to as "**DCR 1991**").

11. It appears that, the said Society approached various reputed and experienced developers to bid for the redevelopment of the said Land. After perusing through various bids, the said Society had shortlisted certain bids, including the bid of the Developer, who showed readiness and willingness to develop the said Land. Offer letters dated 20th February 2009 and 9th February 2009 were submitted to the said Society by the Developer and, in principle, a Letter of Acceptance was issued by the said Society on 14th February 2009.

12. The members of the said Society unanimously resolved and agreed to appoint the Developer to redevelop the said Land on 2nd October 2010 vide a Special General Body Resolution.

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13. By and under a Certificate dated 27th October 2010 bearing Sr. No. 3715/2010, the MHADA confirmed the appointment of the Developer since the majority of the members i.e. 66 members out of the 80 members/tenements equivalent to approximately 82% members of the said Society had voted in favour of the Developer in compliance with the Maharashtra Co-operative Societies Act, 1960 and accordingly granted permission for the further steps/sanctions to be taken by the said Society in such regard. We have perused the fresh MHADA NOC dated 23rd June 2021, in terms of the Offer Letter dated 27th February 2020, and the same is mentioned in detail herein below at Clause (B) under Tenant Details of this Report on Title.
14. By and under an Indenture of Lease dated 27th June 2011 bearing Registration No. 5937/4/2011 the MHADA, therein referred to as the Lessor, and the said Society therein referred to as the Lessee, the Lessor therein granted the lease of the land admeasuring 2,743.12 square meters forming a part of the said Land in favour of the said Society for the lease rent and in accordance with the terms and conditions more particularly stated therein. The lease was granted for a period of 30 years from 1st June 1987 onwards till 30th May 2017.
15. By and under an Agreement dated 27th November 2010 the said Society agreed to grant development rights in respect of the re-development of the Property in favour of the Developer for the consideration and in accordance with the terms and conditions more particularly stated therein. Further, the said Society also granted an authority and various powers to the Developer with respect to the re-development of the Property which inter alia includes dealing with MHADA, MCGM and other competent authorities.
16. It appears that, pursuant to the execution of the aforesaid documents but before the Developer could take any effective steps for the re-development of the said Land, in the beginning of the year 2012, the concept of fungible FSI was introduced for the first time in the DCR 1991.
17. It appears that, the Metro Line 2A is being conducted by Mumbai Metropolitan Region Development Authority (hereinafter referred to as "MMRDA") and MMRDA was approached to issue a remark for the said Land from MRTSL Line-2 alignment, i.e., Dahisar, Charkop, Bandra, Mandale Corridor, for the proposed redevelopment of the said Land.
18. It appears that due to a curvature at the juncture of Andheri Link Road and K.L. Valawalkar Marg at Oshiwara, an area admeasuring 1,608.84 square meters of the said Land (hereinafter referred to as "Metro Affected Area") forms a part of the aforesaid Metro Alignment and disputes with respect to the same arose between the said Society, the MMRDA and the MHADA, which have been mentioned in detail herein below under the head of Metro Dispute affecting the said Land mentioned at Clause (F) under Metro Dispute affecting the said Land of this Report on Title.

19. By and under a resolution passed by the said Society on 15th April 2017, following a revised development plan prepared by the Developer, the said Society unanimously resolved to continue with the construction according to the aforesaid revised development plan.

20. By and under a Memorandum of Understanding dated 1st October 2020 made between MMRDA, MHADA, the said Society and the Developer, the parties therein have agreed to put an end to the litigations reflected herein below under the head of Details of Metro Dispute affecting the said Land affecting the said Land mentioned at **Annexure "B"** of this Report on Title upon the terms and conditions more particularly mentioned therein and in compliance with the offer letter dated 27th February 2020, bearing No. Co/MB/REE/OFFER/R-1122/360/2020 issued by the MHADA and accordingly the same have been disposed as withdrawn.

21. By and under an Agreement dated 27th November 2020 entered into and between the said Society, therein referred to as the Party of the First Part, and the Developer, therein referred to as the Developer of the Second Part, the Party of the First Part granted development rights to the Developer for the re-development of the said Land for the consideration and in accordance with the terms and conditions more particularly stated therein.

22. By and under a Letter dated 28th January 2021 issued by MHADA to the said Society, it is mentioned that, the renewed lease area shall include the titbit area admeasuring 942.10 square meters and an amount of Rs. 38,00,231/- shall be payable in respect thereof.

23. Indenture of Lease dated 1st October 2021 bearing registration no. 10765/2021 read with the original Indenture of Lease dated 27th June 2011 made between the MHADA, therein referred to as the Lessor and the said Society, therein referred to as the Lessee, for an additional period of 30 years from 30th May 2017 onwards till 30th May 2047 in light of the MHADA Resolution No. 6129 dated 24th August 2005, for the lease rent and in accordance with the terms and conditions mentioned therein.

24. No Objection Certificate dated 10th November 2020, bearing ID JUHU/WEST/B/102320507913, was granted by the Airports Authority of India for the said Land. The Permissible Top Elevation Above Mean Sea Level is 131 meters (restricted) whereas the Site Elevation is 4.84 meters;

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18. By and under a letter dated 23rd July 2021 bearing reference no. MH/EE/BP CELL/GM/MHADA-113 857-2021, the MHADA has issued an "Intimation of Disapproval" to the Developer in relation to the proposed re-development of the said Land for and at a consideration and subject to the terms and conditions stated more particularly therein;
20. By and under a letter dated 29th December 2020 bearing reference no. FB/HRI/R-III/121, the Chief Fire Officer, Mumbai Fire Brigade, has issued a "No-Objection Certificate" with respect to the construction of High Rise Residential cum Commercial Building No.1 & 2 on the said Land for and at a consideration and subject to the terms and conditions stated more particularly therein.
27. By and under the Development Agreement dated 2nd June, 2022 registered with the office of Sub-Registrar of Assurances under serial number BDR-15/11971 of 2022 executed between the said Society therein referred to as the Society of the First Part and Sunil Ramesh Jaiswal and Others therein referred to as the Confirming Parties of the Second Part and the Developer herein and referred to as the Developer therein of the Third Part, the said Society agreed to grant redevelopment rights to the Developer to redevelop the said Land on the terms and conditions which are more specifically set out therein.
28. A Service Agreement dated 5th September, 2022 executed between the Developer (therein under referred to as the 'Developer') and Spark Developers Private Limited (therein under referred to as the 'Development Manager') wherein the Developer has appointed Spark Developers Private Limited as the Development Manager for availing the development management services with respect to the redevelopment of the said Land for and at a consideration and subject to terms and conditions more particularly stated therein.
29. By and under the Debenture Trust Deed dated 6th September, 2022 registered with Sub-Registrar of Assurances at Andheri-4 under serial no. BDR-15/12290 of 2022 executed between the Developer therein referred to as the "Company" or "Borrower" of First Part and Spark Developers Pvt. Ltd. therein referred to as the "Corporate Guarantor 1" or "Development Manager" of Second Part and KRVP Realtors Private Limited therein referred to as the "Corporate Guarantor 2" of Third Part and Mr. Deepak Sakharam Kamble therein referred to as the "Personal Guarantor 1" of Fourth Part and Amey Anil Malandkar therein referred to as the "Personal Guarantor 2" of Fifth Part and Vistra ITCL (India) Limited therein referred to as the "Debenture Trustee" or "Trustee" of Sixth Part, the Borrower thereon has mortgaged all the beneficial right, title and interest both present and future, in the Larger Land unto the debenture trustee for the benefit of the Debenture Holders as and by way of English mortgage for an amount of ₹130,00,00,000/- (Rupees One Hundred Thirty Crores Only) and which is more particularly described under the Debenture Trust Deed dated 6th September, 2022.

1224 November, 2022 issued by the Society to the Developer,
dated 2nd June, 2022



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation no. TPB/4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

AMENDED PLAN APPROVAL LETTER



No.MH/EE/BP Cell/ GM/MHADA-113 / 857/2023

Dated: - **20 OCT 2023**

To

M/s. Sunbeam Hightech Developer Pvt. Ltd.

C.A. to Shree Adarsh C.H.S.L.

Sub: - Proposed redevelopment of existing Barrackes Tent. No. 641 to 720 known as Shree Adarsh Co-Operative Housing Society Ltd. on plot no. SG7 on C.T.S. No. 1(pt.) of village Oshiwara at on of Oshiwara sanctioned MHADA Layout, at Oshiwara Jogeshwari (W), Mumbai.

Ref: -1. Hon'ble VP/CEO MHADA vide no. 688 concession approved dated 28.06.2021.
2. MHADA/ IOA issue no.MH/EE/ (B.P)/GM/MHADA 113 / 885/2021 Dated:-23.07.2021
3. Hon'ble VP/CEO MHADA vide no. ET-287 Revised concession approved dated 05.05.2022.
4. MHADA/ Amended IOA issue no.MH/EE/ (B.P)/GM/MHADA 113 / 885/2022 Dated:-09.11.2022
5. Plinth CC issued on dtd.13.12.2022
6. Hon'ble VP/CEO MHADA vide no. ET-150 Revised concession approved dated 28.03.2023.
7. MHADA/ Amended IOA issue no.MH/EE/ (B.P)/GM/MHADA 113 / 885/2023 Dated:-05.04.2023
8. Plinth CC for Bldg. No.01 & 02 issued on 13.04.2023
9. Application Letter for Amended I.O.A. From Architect shri Vilas Dikshit of M/s. Shilp Associates dtd. 26.09.2023

Dear Applicant

With reference to your application dated 12.07.2022 for development permission and

grant Approval for Amended plan to develop **existing Barrackes Tent. No.**

641 to 720 known as Shree Adarsh Co-Operative Housing Society Ltd. on plot no. SG7 on C.T.S. No. 1(pt.) of village Oshiwara at on of Oshiwara sanctioned MHADA Layout, at Oshiwara Jogeshwari (W), Mumbai. The Building Permission is granted subject to compliance of conditions mentioned in IOD dated 23.07.2021 and following conditions

1. That the plinth shall be got checked by this office staff.
2. All the payments as intimated by Building Proposal Cell/MHADA shall be paid and any other outstanding that may be levied by any other Govt. Dept. if any shall be borne by the Society / Applicant.
3. That the amended Remarks of concerned authorities / empanelled consultants for the approved plan, if differing from the plans submitted for remarks, if applicable, shall be submitted for: a) S.W.D., b) Roads, c) Sewerage, d) Water Works, e) Hydraulic Engineer, f) PCO, g)NOC from Electric Supply Company, h) A.A. & C.
4. That the Material testing report for construction materials used at site shall be taken as per required frequency.
5. That the yearly progress report of the work will be submitted by the Architect.
6. That the design and specification for mechanized parking tower shall be obtain from the Consultant/Manufacturer.
7. That the work of Mechanized parking tower shall be carried out as per NOC granted by E.E.(T&C) department, MCGM or remarks by consultant.
8. That the Private Consultant's remarks for Site Elevation shall be submitted.
9. All the objections of I.O.A. issued by MCGM No. CHE/A-5278/BP (WS)/AR Dtd.13.08.2013 shall be complied with.
10. That the revised R.C.C. design and calculation shall be submitted.
11. That the all payment shall be paid before C.C.
12. That the C.C. shall be re-endorsed for carrying out the work as per amended plans.
13. That the revised NOC from H.E. shall be submitted before C.C.
14. That the extra water & sewerage charges shall be paid A.E.W.W.K/West Ward before C.C.
15. That the revalidated Janata Insurance Policy shall be submitted before C.C.
16. That the latest paid assessment bill and receipt shall be submitted before C.C.
17. That the requisite B.G. and SWM NOC as per policy circular approved by Hon'ble MC U/NO – MGC / F/ 6550 dated: - 11.06.2018 shall be submitted before C.C.
18. 270 – A Certificate as per MMC Act shall be submitted before asking O.C.


19. That the provision for electric charging point for electric vehicle shall be provided at stilt floor before of asking Occupation Certificate.
20. That the Solar Power Generated System shall be provided before asking Occupation Certificate
21. That the M& E NOC shall be submitted before F.C.C.

VP & CEO / MHADA has appointed Shri. Rupesh M. Totewar / Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

--Sd--

(Rupesh M. Totewar)
Executive Engineer/.B.P. Cell(W.S.)
Greater Mumbai/ MHADA.

- Copy with plan to:
- 1) CO/MB/MHADA
 - 2) Dy.Che.Eng./B.P./(GM)/MHADA
 - 3) Chief ICT Officer/A for information & Upload on MHADA website.
 - 4) Asst. Commissioner K/W Ward (MCGM)
 - 5) A.A. & C. K/W Ward (MCGM)
 - 6) A.E.W.W. K/W Ward (MCGM)
 - ✓ 7) Architect. Shri. Vilas Dikshit of M/s. Shilp Associates.
- For information please.


(Rupesh M. Totewar)
Executive Engineer/.B.P. Cell(W.S.)
Greater Mumbai/ MHADA.

FORM - A (PERSONAL DETAILS OF STAFF)

Account No. / Other Account No.
DIP No. **77054825052**
Account No. **77054825052**
First Name **RAHUL** Middle Name **SAURABH** Last Name **SAURABH**
NIC No. **7257392** Designation: **CHIEF MANAGER**
Date of Birth: **01011984** PAN: **BNFES7920M**
Mobile: **9139014217**
Email: **RAHUL.SAURABH@SBI.CO.IN**
Name of Spouse: **KHUSHBU GUPTA**
Name of Father: **BIJAY KUMAR PODDAR**
Gender: Male Female Third Gender
Marital Status: Single Married Divorced Widowed
Is Administrative, DPD, Vigilance clearance obtained: Yes No
Obtained on: **20012024**
Date of joining: **24092007** Date of Confirmation: **24092009**
Date of Retirement: **31122043**
Service completed in SBI (excluding temporary service): **18** Years **04** months



Handwritten signature/initials in blue ink.

Details of KYC (Minimum one to be filled)

Aadhaar-UID No. **673952766059**

Voter ID No.

Passport No.

Driving License No.

Residential Address:

Address 1: **4-31 GODAVARI**
Address 2: **39 MHADA COMPLEX**
Address 3: **OSHIWARA ANDHERI**
Village:
District: **MUMBAI**
Country: **INDIA**

City: **MUMBAI**
State: **MAHARASHTRA**
Pin Code: **400102 -**

FORM - A (PERSONAL DETAILS OF STAFF)

Applicant

Co-Applicant

CIF No/
Account No.

77054825053

Name: First Name Middle Name Last
RAHUL SAURABH

PF ID: 7257392 Designation: CHIEF MANAGER

Date of Birth: 01011984 PAN: BNIPTS7920M

Mobile: 8139014217 -

Email: RAHUL.SAURABH@SBI.CO.IN

Name of Spouse: KHUSHBU GUPTA

Name of Father: BIJAY KUMAR PODDAR

Gender: Male Female Third Gender

Marital Status: Single Married Divorced Widowed

Is Administrative, DPD, Vigilance clearance obtained: Yes No

Obtained on: 20012024

Date of joining: 24092007 Date of Confirmation: 24092009

Date of Retirement: 31122043

Service completed in SBI (excluding temporary service): 17 Years 04 months

Details of KYC (Minimum one to be filled)

Aadhaar/UID No. 673952766059

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAHUL SAURABH

BIJAY KUMAR PODDAR

01/01/1984

Permanent Account Number

BNIPS7920M

Rahul
Signature

Saurabh



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