



दस्तक्रमांक व वर्ष: 1107/2004

Friday, January 30, 2004

2:26:17 PM

9

दुय्यम निबंधक: बोरीवली 2 (कांदिवली)

नोंदणी 63 म

Regn. 63 m.e

सूची क्र. दोन INDEX NO. II

गावाचे नाव : कुरार

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा  
व बाजारभाव (भाडेपट्ट्याच्या  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) मोबदला रू. 1,000,000.00  
बा.भा. रू. 1,482,558.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक  
(असल्यास)

(1) सिटिएस क्र.: 84 वर्णन: विभागाचे नाव - कुरार ( बोरीवली ), उपविभागाचे नाव - 72/332 -  
भुभाग: उत्तरेस गावाची सीमा, पूर्वेस द्रुतगती मार्ग, दक्षिण व पश्चिमेस गावाची सीमा. सदर  
मिळकत सि.टी.एस. नंबर - 84 मध्ये आहे. सदनिका नं.301, 3 रा मजला, ए वींग, सिध्द पारस  
बिल्डींग, तळमजला + 7, नवीन.

(3) क्षेत्रफळ

(1) बांधीव मिळकतीचे क्षेत्रफळ 64.18 चौ.मी. आहे.

(4) आकारणी किंवा जुडी देण्यात  
असेल तेव्हा

(1)-

(5) दस्तऐवज करून देण्या-या  
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा  
दिवाणी न्यायालयाचा हुकुमनामा  
किंवा आदेश असल्यास, प्रतिवादीचे  
नाव व संपूर्ण पत्ता

(1) धनशी रणमल शाह तर्फे मुखत्यार वेलजी रणमल शाह ; घर/फ्लॅट नं: ए 11; गल्ली/रस्ता:  
दफ्तरी रोड; ईमारतीचे नाव: दिप बिल्डींग, पुष्पा पार्क ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव:  
मालाड पू ; तालुका: -; पिन: 97.  
(2) दहिबेन धनशी शाह तर्फे मुखत्यार वेलजी रणमल शाह ; घर/फ्लॅट नं: वरीलप्रमाणे ;  
गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: --; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;  
पिन: -.

(6) दस्तऐवज करून घेण्या-या  
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा  
दिवाणी न्यायालयाचा हुकुमनामा  
किंवा आदेश असल्यास, वादीचे नाव  
व संपूर्ण पत्ता

(1) भानुशाली शिवजी प्रधान ; घर/फ्लॅट नं: 2 व 3; गल्ली/रस्ता: -; ईमारतीचे नाव: मनोहर  
सावंत चाळ ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: कुरार , मालाड पू ; तालुका: -; पिन:  
97.

(7) दिनांक करून दिल्याचा 20/01/2004

(8) नोंदणीचा 30/01/2004

(9) अनुक्रमांक, खंड व पृष्ठ 1107 /2004

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 67730.00

(11) बाजारभावाप्रमाणे नोंदणी रू 14830.00

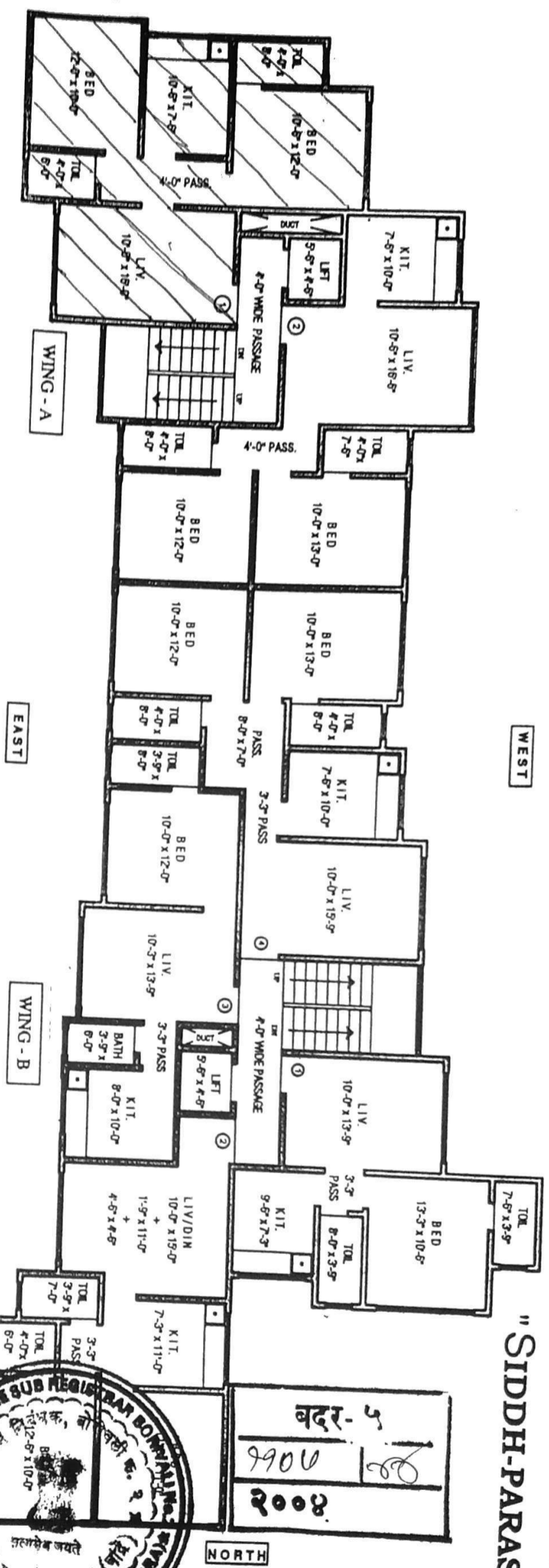
(12) शेरा

93

ANNEX. E

SOUTH

WEST



"SIDDH-PARAS"

NORTH

DEVELOPER

SHRI GANSHI RANMAL SHAH  
 KOSBA PARK, PLOT NO. 2, DAFTARI ROAD,  
 MALAD (E), MUMBAI-400 071.  
 PHONE : 260 18 59

CONTENT

TYPICAL FLOOR PLAN

TYPICAL FLOOR PLAN FOR PROPOSED BUILDING ON AMALGAMATED PLOT BEARING C. T. S. NO. 84-B, 84-B / 1 TO 6,95.95 / 1 TO 4 OF VILLAGE KURAR AT DAFTARI ROAD, MALAD (EAST), MUMBAI.

FOR SHRI. GANSHI RANMAL SHAH

FLAT No. : 301 "A"

FLOOR : 3rd Floor

21/03/2014

Signature

1) \_\_\_\_\_  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 (SIGNATURE OF PURCHASER)

Signature of Mr. R. S. ...



SCALE: 1/16" = 1'-0"  
 ARCHITECT  
 Nigay Sorodia  
 12, 13 Fourth Fl., Sahyog Bldg.,  
 S.V. Road, Kandivli (W), Mumbai-47  
 (0) 226072008, (F) 226074284  
 (E) nysorodiat@rediffmail.com

Office of the  
Ex. Eng. Bldg. Prop. (W/3) P. & R. Ward  
Dr. Babasaheb Ambedkar Market Bldg.  
Kandivali (West), Mumbai-400 052  
BRIHANMUMBAI MAHANAGARPALIKA

ANNEX 'B'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM 'A')

NO. CHE/ 7548 /BP (WS) /AP /AR-

14 OCT 2002

COMMENCEMENT CERTIFICATE

To,  
Shri. Ganshi Ranmal Shah C.A. to  
Smt. Gangubai Bablya Chaudhary & others.

Sir,

With reference to your application No. 8513 dated 01/06/1998 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of building No.1  
C.T.S. No. 84B, 84B/1 to 6, 95, 95/1 to 4  
at premises at Street Dattari Road  
Village Kurar Plot No. ----  
situated at Malad (East) Ward P/Worth

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai 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 accordance with the sanctioned plans.  
(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal commissioner for Greater Mumbai is contravened or not complied with.  
(c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every 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 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The condition 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.

The Municipal Commissioner has appointed Shri. S. K. Godbole.  
Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is restricted to Stilt slab level only.

CERTIFIED TRUE COPY



For and on behalf of Local Authority  
Brihanmumbai Mahanagarपालिका

VIJAY NAGINDAS GORADIA  
6-7, S. Baying Bldg; S. V. Road,  
Kandivali (West), Mumbai-400 067

Engineer Building Proposal (West. Sub.)  
'P' & 'R' Wards  
FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

⑤  
This C.C. is now further extended for entire work.  
i.e. wing - A & B - up to stilt + 5 upper floors as per  
approved plans dt. - 8/5/2003.

11 JUN 2003

CERTIFIED TRUE COPY

REGISTERED SURVEYOR  
VIJAY NAGINDAS GORADIA  
6-7, Sibayog Bldg, S. V. Road,  
Kandivali (West), Mumbai-400 067.

small  
AEBP(P)



वदर-५
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Friday, January 30, 2004  
2:23:00 PM

①

Original  
नोंदणी 39 म.  
Regn. 39 M

पावती

पावती क्र. : 1131

दिनांक 30/01/2004

गावाचे नाव कुरार

दस्तऐवजाचा अनुक्रमांक

वदर5 - 01107 - 2004

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: भानुशाली शिवजी प्रधान

नोंदणी फी

14830.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (110)

2200.00

एकूण

रु.

17030.00

आपणास हा दस्त अंदाजे 2:37PM ह्या वेळेस मिळेल

बोरिवली-२,  
दुय्यम निबंधक  
बोरोवली 21 (बोरोवली)

बाजार मुल्य: 1482558 रु. मोबदला: 1000000रु.

भरलेले मुद्रांक शुल्क: 67730 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: कार्पोरेशन बँक, मुंबई गोरेगाव प.;

डीडी/धनाकर्ष क्रमांक: 047275; रक्कम: 14830 रु.; दिनांक: 15/01/2004

3  
1

THIS AGREEMENT is made and entered into at Mumbai this 20<sup>th</sup> day of JANUARY, 2004 B E T W E E N (SMT. GHANSHI RANMAL SHAH,) an adult, Indian Inhabitant of Mumbai, residing at 2, Pushpa Park, Daftary Road, Malad (East), Mumbai-400097., hereinafter called the "VENDOR" (which expression shall unless repugnant to the context or meaning thereof mean and include her heirs executors and administrations and permitted assigns) of the ONE PART; and SMT. DAHIBEN GHANSHI SHAH, an adult, Indian Inhabitant of Mumbai, residing at 2, Pushpa Park, Daftary Road, Malad (East), Mumbai - 400097., hereinafter called the "CONFIRMING PARTY" (which expression shall unless repugnant to the context or meaning thereof mean and include her heirs executors and administrators and permitted assigns) of the SECOND PART; AND SHRI/SMT. (BHANUSHALI SHIVAJI PRADHAN) MANDHAR SAWANT CHALL ROOM NO 2 & 3 KURAR VILLAGE, AMBANADI - NEAR. W.E. Highway, MALAD (E) MUMBAI - 400097., hereinafter called "THE PURCHASER/S" (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their executors and administrators and permitted assigns) of the OTHER PART:

R. No. 85  
by P.O.  
Bhanushali  
Rs. Sixty seven thousand seven hundred thirty only  
GENERAL STAMP OFFICE  
TOWN HALL  
MUMBAI  
MAH-GSO/0063  
INDIA  
R. 0067730  
P-B 1060  
STAMP DUTY MAHARASHTRA  
3126 SPECIAL METRE  
170819 JAN 19 2004  
SUPERINTENDENT OF STAMPS  
BANDRA 911109



बदर-५  
9204 | 2  
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**WHEREAS**

- (a) (1) MRS. GANGUBAI BABLYA CHAUDHARY, (2) MISS DURGA BABLYA CHAUDHARY (nee MRS. SUMAN BABAN LAXMAN BHOIR), (3) MISS SULEKHA BABLYA CHAUDHARY (nee MRS. SHANTI DAMODAR LAXMAN BHOIR) AND (4) MISS PANNA BABLYA CHAUDHARY (nee MRS. JAYSHREE JANARDAN LAXMAN BHOIR, are the owner and/ or otherwise well and sufficiently entitled to the property being lands bearing C.T.S. NO. 84B, 84(1), 84(2), 84(3), 84(4), 84(5), 84(6), 95, 95(1), 95(2), 95(3) and 95(4) and bearing Division No. PN(9) of Village Kurar, Malad (East), Taluka Borivli containing by admeasurement 2200 Sq.Mtrs. equivalent to 2631 sq.yds., within the Registration District of Mumbai city and Suburban, more particularly described in the Schedule hereunder written, pursuant to the order dated 17th October, 1995 passed by the Hon'ble Supreme Court of India in the Special Leave Petition being Civil Appeal No. 7675 of 1995.
- (b) By an Indenture of Conveyance dated the 3rd day of September, 1997 (Registered under Serial No. BBJ/3002 on the 3rd day of February, 2003) the said (1) MRS. GANGUBAI BABLYA CHAUDHARY, (2) MISS DURGA BABLYA CHAUDHARY (nee MRS. SUMAN BABAN LAXMAN BHOIR), (3) MISS SULEKHA BABLYA CHAUDHARY (nee MRS. SHANTI DAMODAR LAXMAN BHOIR) AND (4) MISS PANNA BABLYA CHAUDHARY (nee MRS. JAYSHREE JANARDAN LAXMAN BHOIR) sold and transferred the said property to SHRI GHANSHI RANMAL SHAH and SMT. DAMIBEN GHANSHI SHAH and as such they



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Stilt/Open Parking agreed to be purchased by the purchaser are annexed hereto and marked Exhibit 'C' hereto alongwith the List of Amenities marked in Exhibit 'H'.

(g) While sanctioning the said Plans, the Mumbai Municipal Corporation have laid some terms, conditions, stipulations and restrictions, which are to be observed and performed by the Owner/Builder while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the Municipal Corporation of Greater Mumbai.

(h) The Purchaser applied to the Owner/Builder for allotment of the Flat/Shop/Stilt/Open Parking No. 301 on 3<sup>rd</sup> floor in the Wing No. "A" being constructed by the Owner/Builder and the Building named as "SIDDH-PARAS" on the said land. The said Purchaser was/were originally tenants occupying the premises in old original structure standing on the said property by an Agreement dated \_\_\_\_\_ entered into by the said original Vendor or Owner/Builder. It has been agreed to provide to the purchaser herein a premises being Flat/Shop No. 301 in the aforesaid building "SIDDH-PARAS" having 575.55 sq.ft. Carpet area, free of cost as and by way of permanent alternate accomodation.

212

सिद्धपारस

महाराष्ट्र



बदर--५
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Prior to making the application as aforesaid, as required by the Maharashtra Co-operative Societies Act, 1960, and the Bombay Land (Ceiling & Regulation) Act

1976 the Flat/Shop/Stilt/Open Parking Purchaser has made a declaration to the effect that neither the Flat/Shop/Stilt/Open Parking Purchaser nor the members of his/her/their family (families as defined under the Urban Land Ceiling Act) of the Flat/Shop/Stilt/Open Parking Purchaser have any tenement, house or building within the limits of District Mumbai.

- (j) Relying upon the said application, declaration and agreement the Owner/Builder agreed to sell to the Flat/Shop/ Stilt/Open Parking to Purchaser at the price and on the terms and conditions hereinafter appearing.

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

1. The Purchaser hereby agreed to purchase from the Owner/Builder and the Owner/Builder hereby agrees to sell to the Flat/Shop/Stilt/Open Parking, Purchaser the Flat/Shop/Stilt/Open Parking No. 301 on "A" in Wing "A" of an area admeasuring 575.55 sq.ft. Carpet area equivalent to \_\_\_\_\_ sq.ft. built up about (which is inclusive of the area of balconies) as shown by red colour in the Typical Floor plan hereto annexed and marked Annexure 'C' referred to as the said Flat/Shop/Stilt/Open Parking at or for a price of Rs. 10,00,000/- (Rupees ten Lakh Only Only) (including the proportionate price of the common area and facilities appurtenant to the said premises). The fixtures, fittings, and amenities to be provided by the Owner/Builder in the said building and the Flat/Shop/Stilt/Open Parking as well as the nature, extent and description of the common/limited common area and facilities are particularly described in the Exhibit hereto.



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and registration charges thereof and all other agreements, assignment deed, transfer deed or any other documents required to be executed by the Owner/Builders or the Flat/Shop/Stilt/ open Parking Purchaser as well as the entire Professional costs of the Attorneys of the Owner/Builders in preparing and approving all such documents shall be borne and paid by the society or proportionately by all the holders of the Flat/Shop/Stilt/Open Parking or units in the said building. The stamp Duty and registration charges and the entire professional costs of and incidental to this agreement shall be borne and paid by the Flat/Shop/Stilt/Open Parking Purchasers. The Owner/Builders shall not contribute anything towards such expenses. The share of such costs, charges and expenses payable by the Flat/Shop/Stilt/Open Parking Purchaser shall be paid by him/her immediately on demand.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECES OR PARCELS of land alongwith structures standing thereon lands bearing C.T.S. NO. 84B, 84(1), 84(2), 84(3), 84(4), 84(5), 84(6), 95, 95(1), 95(2), 95(3) and 95(4) and bearing Division No. PN(9) of Village Kurar, Malad (East), Taluka Borivli containing by admeasurement 2200 Sq.Mtrs., equivalent to 2631 sq.yards., within the Registration District and Sub District of Mumbai City and Suburban and bounded as under :

20.2

5/1/2008

महाराज व न



बदर--५	
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ON OR TOWARDS THE EAST : BY C.T.S. NO. 84 (Pt), 85, 96 AND 97  
 ON OR TOWARDS THE WEST : BY C.T.S. NO. 72 (Pt), 73, (Pt) AND 75 (Pt)  
 ON OR TOWARDS THE NORTH : BY C.T.S. NO. 83 (Pt)  
 ON OR TOWARDS THE SOUTH : BY C.T.S. NO. 72 (Pt)

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands to this writing the day and year hereinabove written.

SIGNED SEALED & DELIVERED :  
 BY THE WITHINNAMED "VENDOR" :  
GHANSHI RANMAL SHAH. :

21/12/2003

the party of the First part :  
 in the presence of \_\_\_\_\_ :

SIGNED SEALED & DELIVERED :  
 BY THE WITHINNAMED :  
 "CONFIRMING PARTY" :  
DAHIBEN GHANSHI SHAH. :

15/12/03

the party of the Second Part :  
 in the presence of \_\_\_\_\_ :

SIGNED SEALED & DELIVERED :  
 BY THE WITHINNAMED "PURCHASER" :  
 (1) Bhameshali Shivaji Pradhan :

20/12/03

(2) \_\_\_\_\_ :  
 the party of the Other Part :  
 in the presence of \_\_\_\_\_ :

Received of and from the \_\_\_\_\_ )  
 Purchaser abovenamed the sum of \_\_\_\_\_ )  
 Rs. 2,50,000 /- as an earnest \_\_\_\_\_ )

money as mentioned in Clause 3 (a) \_\_\_\_\_ )  
 above to be paid by him/her to me \_\_\_\_\_ )  
 Received by Cheque No. \_\_\_\_\_ )  
 date \_\_\_\_\_ of \_\_\_\_\_ )



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- (1) RS. 51,000/- Recived by cheque No. 081355 date 26/12/2003 of Corporation Bank,
- (2) RS 4,00,000/- Recived by cheque No. 081355 date 28/12/2003 of Corporation Bank,
- (3) RS. 99,000/- Recived by cheque NO 081356 date 02/01/2004 OF Corporation Bank,