

VINOD RAMDHANI PATEL

Flat No.502, 5th Floor, Damodar Bhavan, Banganga 2nd Cross Lane, Walkeshwar, Mumbai – 400 006.

7241

TO,
SHAHSIKANT SHRINIVAS SHETTY,
Mumbai.

Sub: Possession Letter.

Dear Sir,


Reference to our sell agreement dtd. 08.11.2019 vide Doc. No.9379/2019, I am pleased to handover the possession of the said flat No.502 on 5th Floor, DAMODAR BHAVAN, BANGANGA 2nd CROSS LANE, WALKESHWAR, MUMBAI – 400 006.

Kindly acknowledge the receipt of the same.

Thanks & Regards,

Date:

Place:


(MR. VINOD RAMDHANI PATEL)

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03/11/2019

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दस्त क्रमांक 9379/2019

नोंदणी :

Regn.63A

गावाचे नाव : मलबार

(1) विलेखाचा प्रकार	अॅप्लेट ट. मल
(2) मोबदला	468000/00
(3) बाजारभाव(भाडेपट्ट्याच्या वाढवितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	29252594.7
(4) मू. मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 502, माळा नं: 5 वा मजला नं: 1, इमारतीचे नाव: दामोदर भवन, ब्लॉक नं: 1, रोड : 2 रा क्रॉस रोड बाणगंगा वाळकेश्वर, मुंबई 400006, इतर माहिती: सदनिका नं: 502, माळा नं: 5 वा मजला नं: 1, पत्ता नं: दामोदर भवन, ब्लॉक नं: 1, रोड नं: 2 रा क्रॉस रोड बाणगंगा वाळकेश्वर, मुंबई 400006 (C.T.S. Number : 16 ;)
(5) क्षेत्रफळ	1) 39.03 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असलेले लेखा.	
(7) दस्तऐवज करून देणा-या/लिहून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-विनोद रामधनी पटेल वय:-40; पत्ता:-प्लॉट नं: क्रमा. नं: 10, मजला नं: 1, इमारतीचे नाव: दामोदर भवन वील्डींग, ब्लॉक नं: बनगंगा 2ND मजला नं: 1, वाळकेश्वर, रोड नं: 1, महाराष्ट्र, मुंबई. पिन कोड:-400004 पॅन नं:-
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-शशिकांत श्रीनिवास शेठ्टी वय:-35; पत्ता:-प्लॉट नं: क्रमा. नं: 1, मजला नं: 1, इमारतीचे नाव: कॉस्मो स्पोर्ट्स क्लब, ब्लॉक नं: मटुंगा, एस.एन.डी.टी. कॉलेजच्या जवळ, रोड नं: आर.ए.के. रोड, महाराष्ट्र, मुंबई. पिन कोड:-400004 पॅन नं:-
(9) दस्तऐवज करून दिल्याचा दिनांक	08/11/2019
(10) दस्त नोंदणी केल्याचा दिनांक	08/11/2019
(11) अनुक्रमांक, खंड व पृष्ठ	9379/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	2928000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000

कोणत्याही विचारात घेतलेला

शुल्क आकारताना निवडलेला

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

Presenting Bank Name : STATE BANK OF INDIA
Presenting Branch Name : Chinchpokli east branch
Presenting Branch Address : NULL
Mumbai
Branch Code : 400002352
MICR Code : 400211056

2108

To

Mr. SHASHIKANT SHRINIVAS SHETTY

NO. 175949 / 352002 / 140010

DATE : 15-DEC-2020

Dear Sir/Madam,

Being unable to obtain payment of the enclosed Cheque/Draft No. **109823**

For Rs. **300,000.00** /- drawn on **AXIS BANK LTD - ATPAR BRANCH**

We return it to you herewith for the reason given below :

55 - Account blocked (situation covered in 21-25)

The amount has been debited to your **0000038885565086** account.

Yours faithfully,

Alwa

Branch Manager



AXIS BANK

SION, MUMBAI (MH), MUMBAI, 400022
IFS CODE - UTIB000654

Valid for three months from the date of issue

1	4	1	2	2	0	2	0
D	D	M	M	Y	Y	Y	Y

Wealth Management

Pay SHASHIKANT SHETTY - LOAN A/c no: 38885565086 या धारक को Or Bearer

रुपये Rupees THREE LAKHS ONLY

अदा करें ₹ 300,000/-

A/c. No. 919010084328636

SBPRV 654180

VOID

SHASHIKANT S SHETTY

Please sign above

Payable at par at all branches of Axis Bank Ltd in India.

⑈ 109823⑈ 400211056⑈ 654180⑈ 31

UTILITY FORMS PVT. LTD./Mumbai/CTS-2010 14-01-2020



CHALLAN
MTR Form Number-6



DRM	MB008191308021020E	BARCODE	[Barcode]		Date	08/11/2019 13:48:24	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				BOM2_JT SUB REGISTRAR MUMBAI CITY 2				
Location				MUMBAI				
Year				2019-2022 One Time				
Account Head Details				Account in Rs.				
0030045501 Stamp Duty				2938000.00				
0030063301 Registration Fee				30000.00				
Total				29.68.000.00				
Payment Details				UNION BANK OF INDIA				
Cheque/DD Details				FOR USE IN RECEIVING BANK				
Cheque/DD No.				Bank CN Ref. No. 52901792018110844642 113762811				
Name of Bank				Bank Date RBI Date 08/11/2019-16:50:52 Not Verified with RBI				
Name of Branch				Bank Branch UNION BANK OF INDIA				
				Scroll No. , Date Not Verified with Scroll				

Department ID: Mobile No.: 80255801
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 एवढाच नसताना या चालानाचा वापर केवळ उप-नोंददारांच्या कार्यालयातच होऊ शकतो. या चालानाचा वापर नोंद नसलेल्या कागदांसाठी होऊ शकत नाही.



Page 5/1

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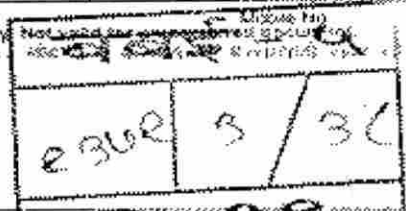
Print Date 08-11-2019 04:24:12



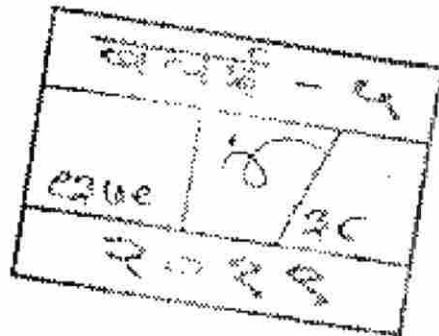
CHALLAN
MTR Form Number-6




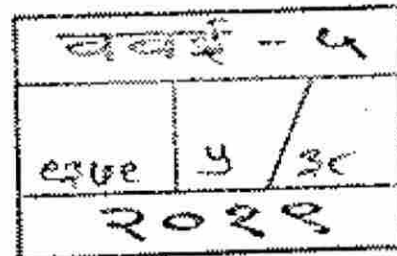
UTR 1A40091513882018206		BARCODE		Date 08/11/2019-18:48:04	Form ID 25.2
Department Inspector General Of Registration			Payer Details		
Stamp Duty		TAX ID (If Any)			
Type of Payment Registration Fee		PAN No. If Applicable		BAEP620811	
Office Name SO452_JT SUB REGISTRA MUMBAI CITY 2		Full Name		SHASHIKANT S SHETTY	
Location MUMBAI		Flat/Block No.		CTS 16, FLAT NO 502, DAMODAR BIKHAY	
Year 2019-2020 One Time		Premises/Building			
Account Head Details		Amount In Rs.		Road/Street	
030045301 Stamp Duty		2928000.00		BANGANGA CROSS II LANE	
030063001 Registration Fee		33001.00		Area/Locality	
				MUMBAI	
				Town/City/District	
				PIN	
				4 0 0 0 0 6	
Remarks (If Any)					
PAN2-DLCP63327-SecondPartyName-VNOD RAMDHANI FATEL					
		Amount In		Twenty Nine Lakh Fifty Eight Thousand Rupees Only	
		29,58,000.00		Words	
Payment Details UNION BANK OF INDIA			FOR USE IN RECEIVING BANK		
Cheque/DD Details			Bank Code	Ref. No.	00901792018110844680 (13702811)
Cheque/DD No			Bank Date	ISS Date	08/11/2019-18:50:58 Not Verified with ISSR
Name of Bank			Bank Branch		
Type of Branch			UNION BANK OF INDIA		
			Scroll No., Date		
			Not Verified with Serial		
<p>Stamp Duty: This Challan is valid for documents to be registered in SUB Registrar office only. Not valid for registration of documents in other offices. (This Challan is valid for documents to be registered in SUB Registrar office only. Not valid for registration of documents in other offices.)</p>					
<p>Stamp Duty: This Challan is valid for documents to be registered in SUB Registrar office only. Not valid for registration of documents in other offices. (This Challan is valid for documents to be registered in SUB Registrar office only. Not valid for registration of documents in other offices.)</p>					
<p>Stamp Duty: This Challan is valid for documents to be registered in SUB Registrar office only. Not valid for registration of documents in other offices. (This Challan is valid for documents to be registered in SUB Registrar office only. Not valid for registration of documents in other offices.)</p>					
Stampers Detachment Details					
S. No.	Remarks	Detachment No.	Detachment Date	Stamp	Detachment Amount
1	08-509-0179	000419935201800	08/11/2019-18:18:18	ICR850	33001.00
2	08-509-0179	000419935201820	08/11/2019-18:18:18	ICR850	2928000.00
Total Detachment Amount					29,58,000.00



Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0811201915107	Date	08/11/2019
Received from shashikant s shetty, Mobile number 0000000000, an amount of Rs.750/-, towards Document Handling Charges for the Document to be registered (SARITA) in the Sub Registrar office Joint S.R, Mumbai 5 of the District Mumbai District.			
Payment Details			
Bank Name	SBI	Date	08/11/2019
Bank CN	18004152019182807399	REF No.	13A860WYU4
This is computer generated receipt, hence no signature is required.			



 D ocument H andling C harges <small>Inspector General of Registration & Stamps</small>				
Receipt of Document Handling Charges				
PRN 0811201915107	Receipt Date 08/11/2019			
<p>Received from shashkant a shety. Mobile number 0000000000, an amount of Rs.760/- towards Document Handling Charges for the Document to be registered on Document No. 9379 dated 08/11/2019 at the Sub Registrar office Joint S.R. Mumbai 5 of the District Mumbai District.</p>				
<table border="1" style="margin: auto;"> <tr><td style="text-align: center;">DEFACED</td></tr> <tr><td style="text-align: center;">₹ 760</td></tr> <tr><td style="text-align: center;">DEFACED</td></tr> </table>		DEFACED	₹ 760	DEFACED
DEFACED				
₹ 760				
DEFACED				
Payment Details				
Bank Name SBIN	Payment Date 08/11/2019			
Bank CRN 10004152019110907399	REF No. IGAHKIWU4			
Deface No 0811201915107D	Deface Date 08/11/2019			
<p>This is computer generated receipt, hence no signature is required.</p>				



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this 8th day of November, 2019.

MR. VINOD RAMDHANI PATEL, Age 40 years, an adult, Indian Inhabitant, PAN No. DLCP63321, Resident & Tenant of Room No.10, 1st floor, Damodar Bhavan Building, Survey No.16 of Malabar Cambala Hill Division, Banganga 2nd Cross Lane, Walkeshwar, Mumbai-400006, hereinafter called "**THE VENDOR / TRANSFERORS**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators and assigns) of the FIRST PART;

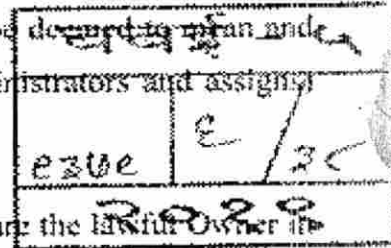
AND

MR. SHASHIKANT SHRINIVAS SHETTY, Age 35 years, an adult, Indian Inhabitant, having PAN No.BAEPS2081L, Residing at Room No. 4, Cosmo Sports Club, R.A.K. Road, Matunga, Near S.N.D.T. College, Mumbai-400019, hereinafter referred to as '**THE PURCHASER/ TRANSFEREE**' (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS, the **VENDOR/TRANSFERORS** are the lawful Owner in respect of Flat premises bearing Flat No. 502 of 350 s.q. feet Carpet area inclusive of flower Bed, Balcony, passages and other such useable area on the 5th floor in the building to be known as "Damodar Bhavan" standing on property bearing Cadastral Survey No. 16 of Malabar cambala Hill Division within the Registration District and Sub-District of Mumbai City at Banganga 5th Cross Lane, Walkeshwar, Mumbai- 400006, hereinafter referred to as "**THE SAID FLAT**" which is acquired by and registered Agreement for Permanent Alternate Accommodation

Vinod Patel

Shashikant Shetty



dated. 20.03.2019 at Serial No. BBE-4-3308-2019 Before the Registrar executed between "The Promoter" of the Seth Damodar Hirji and Bal Devkavhu Charity Trust and MR. VINOD RAMDHANI PATEL, (more particularly described in the SCHEDULE hereunder written)

AND WHEREAS the Vendor herein is having Electricity Connection/Meter In his name bearing consumer no. 394-247-030*8 are paying, Meter No. A069859 and paid Electric bill till today.

AND WHEREAS now the VENDOR/TRANSFERORS herein are paying the Society Maintenance charges to the said Society and VENDOR/TRANSFERORS herein are holding the said Flat, Shares being the member of the said Society and paying all maintenance and outgoings in respect of the said Flat till date.

AND WHEREAS the VENDOR/TRANSFERORS have acquired interest in the said Flat of the said Society and VENDOR/TRANSFERORS competent to transfer the said Shares and their interest in the said Flat of the Society. The VENDOR/TRANSFERORS have agreed to transfer the said Shares and their occupancy right in respect of the said Flat to the PURCHASER/TRANSFEEE herein for the total consideration of Rs. 4,88,00,000/- (Rupees Four Crore Eighty Eight Lakh Only) on the terms and conditions mutually agreed between the parties as appearing herein below



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NOW IT IS/HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

THE VENDOR/TRANSFERORS hereby sell, transfer, convey and assign all their rights, title and interest in the Flat No. 502 of 350 s.q. feet Carpet area inclusive of flower Bed, Balcony, passages and other such useable area on the 5th floor in the

Vinod Patel

[Signature]

building to be known as "Damodar Bhavan" standing on property bearing Cadastral Survey No. 16 of Malabar cambala Hill Division within the Registration District and Sub-District of Mumbai City at Banganga 5th Cross Lane, Walkeshwar, Mumbai- 400006, hereinafter referred to as "THE SAID FLAT" which is acquired by and registered Agreement for Permanent Alternate Accommodation dated. 20.03.2019 at Serial No. BBE-4-3308-2019 Before the Registrar executed between "The Promoter" of the Seth Damodar Hirji and Bal Devkavhu Charity Trust and MR. VINOD RAMDHANI PATEL, for the total consideration of Rs. 4,88,00,000 /- (Rupees Four Crore Eighty Eight Lakh Only) which amount the PURCHASER/ TRANSFEREE have agreed to pay to the VENDOR/ TRANSFERORS and to purchase and acquire the said Flat on OWNERSHIP BASIS.

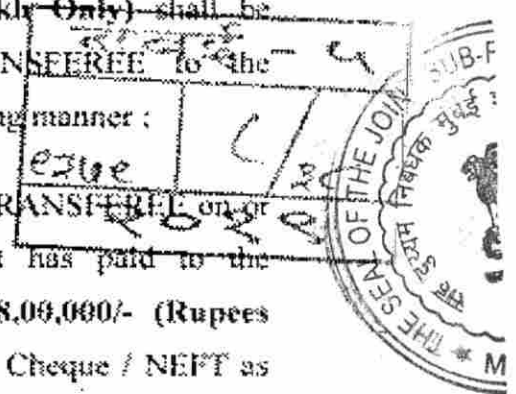
2. That the said consideration amount of Rs. 4,88,00,000 /- (Rupees Four Crore Eighty Eight Lakh Only) shall be payable by the PURCHASER / TRANSFEREE to the VENDOR/ TRANSFERORS in the following manner :

- a. In pursuance thereof, the PURCHASER/ TRANSFEREE on or before the execution of this Agreement has paid to the VENDOR/Transferors a sum of Rs. 1,28,00,000/- (Rupees One Crore Twenty Eight Lakh only) by Cheque / NEFT as and by way of advance / part payment, receipt whereof the VENDOR / Transferors do hereby admit and acknowledge and of and from the payment of the same or every part thereof do and each of them doth forever acquit, release and discharge the PURCHASER/ TRANSFEREE herein.

- b. "THE PURCHASER" agrees and undertakes to pay "THE VENDOR/TRANSFERORS" the sum of Rs. 3,60,00,000 /- (Rupees Three Crore Sixty Lakh only) as Balance

Vinod Patel

[Signature]



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Consideration amount by obtaining Housing Loan from their BANKERS namely State Bank of India. In pursuance thereof, the PURCHASER/ TRANSFEREE on or after the execution of this Agreement has paid remaining balance amount within 45 days to the VENDOR/transferors.

c. "THE VENDOR/TRANSFERORS" has already obtained Housing Loan upon the said Flat and regularly paying installment to the concerned bank. Now the VENDOR/ TRANSFERORS shall pay / clear the balance loan amount by receiving part payment from the concerned purchaser herein.

3. That the possession of the said Flat shall be handed over by the VENDOR/TRANSFERORS to the PURCHASER/ TRANSFEREE simultaneously on receipt of consideration and the PURCHASER / TRANSFEREE shall be entitled to get the said Flat and all the records pertaining thereto duly transferred and recorded in their names in the records of the concerned authorities and the VENDOR/ TRANSFERORS hereby agree and undertake to execute and sign such applications, forms, affidavits, bonds, etc. as may be required by the PURCHASER/ TRANSFEREE or by any concerned authorities and also to assist and co-operate the PURCHASER/ TRANSFEREE in that regard without any further demands or let or hindrance.

That the VENDOR/TRANSFERORS hereby agree and undertake to execute and sign such further and other documents, deeds, documents, indentures, etc. that may be reasonably required by the PURCHASER/ TRANSFEREE for more effectively and effectually transferring the said Flat and other documents pertaining to the said Flat without any further demands or let or hindrance.

Case	2022
That the	
undertake to execute and sign such further and other	
documents, deeds, documents, indentures, etc. that may be	
reasonably required by the PURCHASER/ TRANSFEREE for	
more effectively and effectually transferring the said Flat and	
other documents pertaining to the said Flat without any further	
demands or let or hindrance,	



5. That the PURCHASER/ TRANSFEREE upon getting the possession of the said Flat, shall be entitled to obtain the Ration Card, Electric Connection, Water Connection, Gas Connection, Telephone Connection, Society Membership, Share Certificate, and other amenities and facilities at the said Flat at their costs and expenses from the concerned authorities and Departments and for the said purpose, the VENDOR/TRANSFERORS hereby give their free and expressed consent and no objection to the concerned authorities as also to the PURCHASER/ TRANSFEREE.

6. That simultaneously with the handing over of the possession of the said Flat, as stipulated above, the VENDOR/TRANSFERORS shall also handover the original title deeds and other relevant documents pertaining to the said Flat to the PURCHASER/ TRANSFEREE and thereafter the PURCHASER/ TRANSFEREE shall retain the same with them forever.

7. That after execution and registration of these presents, the PURCHASER/ TRANSFEREE shall be at liberty and authority to obtain the Loan from Bank/Financial Institutions, against the mortgage of the said Flat and the VENDOR/TRANSFERORS hereby give their consent and no objection to the Bank/Financial Institutions and also agreed and undertake to



in such documents as may be required for the said purpose.

That the VENDOR/TRANSFERORS hereby declare that they have not created any encumbrances by way of Loan, lien, mortgage, lease, tenancy, license, charge, or anywise

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charge, or anywise	

howsoever, and further declare that they have not entered into any transaction, oral or in writing with any third party or person/s and/or executed any Deed or documents or agreement

G. V. Patil

[Signature]

in respect of the said Flat in favour of any third party or person's and state and declare that the said Flat is free from all encumbrances and that the VENDOR/TRANSFERORS have good and absolute right and authority to sell and transfer the said Flat and said Shares in favour of the PURCHASER/ TRANSFEREE and that save and except the VENDOR/ TRANSFERORS no one else have got any right or interest in or over the said Flat or any part thereof.

9. That all the taxes, assessments, maintenance, outgoings, electricity charges, water charges, etc. payable in respect of the said Flat, prior to the handing over the possession as agreed herein, shall be borne, paid and cleared by the VENDOR/ TRANSFERORS alone, and thereafter the same shall be payable by the PURCHASER/ TRANSFEREE and the VENDOR/ TRANSFERORS shall not be liable or responsible for the consequences of non-payment thereof by the PURCHASER/ TRANSFEREE.

10. That it shall be the liability and responsibility of the VENDOR/TRANSFERORS to obtain the Consent and Permission from the said Society at their own costs for selling and transferring the said Flat and Shares in the name of the PURCHASER/ TRANSFEREE.



Handwritten text in Marathi: 'वकील - ५' (Lawyer - 5), '२३/५' (23/5), and '२०२२' (2022).

11. That the VENDOR/TRANSFERORS hereby indemnify and indemnified and harmless the PURCHASER/TRANSFEREE against any loss, damage, demand, suit, action, claim, etc. that may arise or that may be caused on account of any third party claim over the said Flat.

12. That all the Stamp Duty and Registration payable on these presents or any other documents to be executed hereafter, in pursuance hereof, shall be solely borne and paid by the

Handwritten signature: 'G. Indolal'

Handwritten signature

PURCHASER/ TRANSFEREE and the
VENDOR/TRANSFERORS shall not be required to contribute
any amount in that regard.

13. That the VENDOR/TRANSFERORS hereby agree and
undertake to remain present before the concerned Sub-Registrar
of Assurances for Registration of these presents or any other
documents to be executed hereafter as and when so required by
the PURCHASER/ TRANSFEREE without any let or
hindrance or demand.
14. That That the transfer charges required to be paid to the said
Society for transferring the said Flat and the said Shares in the
name of the PURCHASER/ TRANSFEREE from the name of
the VENDOR/TRANSFERORS shall be equally contributed by
the VENDOR/ TRANSFERORS and the PURCHASER/
TRANSFEREE.

THE SCHEDULE REFERRED TO ABOVE

Flat No. 502 of 350 s.q. feet Carpet area inclusive of flower Bed,
Balcony, passages and other such useable area on the 5th floor in
the building to be known as "Damodar Bhavan" standing on
property bearing Cadastral Survey No. 16 of Malabar cambala
Hill Division within the Registration District and Sub-District of
Mumbai City at Banganga 5th Cross Lane, Walkeshwar,
Mumbai- 400006.

Prasad Patel

बंगला - ५	
ए.३५६ ७	१२/१६
२०२२	

S. S. Patil

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

SIGNED AND DELIVERED BY the
Within named " VENDOR/TRANSFERORS "
MR. VINOD RAMDHANI PATEL



Vinod Patel
Vinod Patel

In the presence of

Dr. Sam
(Signature)

SIGNED AND DELIVERED by the
Within named "PURCHASER/TRANSFEREE"
MR. SHASHIKANT SHRINIVAS SHETTY



(Signature)
(Signature)

In the presence of.....

Witnesses:

- 1. अजय नाथय्य आजी *(Signature)*
- 2. *(Signature)*



वचन - 4
एवम 93/26
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RECEIPT

RECEIVED of and from the within named PURCHASER/ TRANSFEREE the sum of Rs. 1,28,00,000/- (Rupees One Crore Twenty Eight Lakh Only) being by online transfer NEFT / Cheque as the part payment / consideration as per this Agreement in following manner:

Sl. No.	Cash / Cheque / NEFT	Bank	Date	Amount
1.	Cheque	HDFC BANK	07/11/2019	63,00,000/-
2.	Cheque	HDFC BANK	11/11/2019	63,00,000/-
3.				
4.				
			Total	1,28,00,000/-

We SAY RECEIVED Rs.1,28,00,000/-

Mr. Vinod Ramdhani Patel

MR. VINOD RAMDHANI PATEL
(VENDOR/TRANSFERORS)

Witnesses:

1. *भोज नारायण अहिर*
2. *मरुगेश व. नाविकर*



पृथी क्र. 2

दस्तावेज क्र. 2019/11/2019

दिनांक : 13/08/2019

शहर :

महाराष्ट्र

Kindly acknowledge through e-mail
the receipt of original report please
contact: computer SDO office.

पत्राची नंबर : 1) महाराष्ट्र

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पत्राची नंबर	2019/11/2019
दिनांक	13/08/2019

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

1. The land vacated on consequence of the endorsement of the setback line road widening line that form part of the public street.
2. That no new building or part thereof that 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 lapses shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1962.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai.
7. The Development work in respect of which permission is granted under this certificate shall carried out or the use thereof is not in accordance with the sanctioned plans.
8. 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.
9. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person claiming through or under him in such an event shall be deemed to have earned out the development charges through the violation of section 43 of 45 of the Maharashtra Regional and Town Planning Act, 1962.
10. The conditions of this certificate shall be binding not only on the applicant but on his heirs, legal heirs, assigns, administrators and successors and every person claiming through or under him.

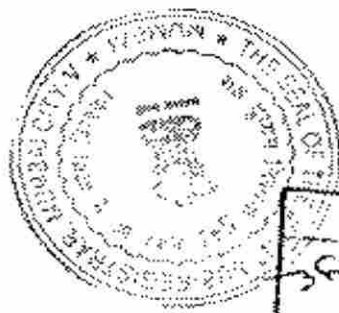
The Municipal Commissioner has approved Chit. Assisting Engineer (R.B. D. Chavhankar) as the Assistant Engineer to exercise his powers and functions of the Planning Department in this regard.

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
COMMENTENCEMENT CERTIFICATE
 No EB6642/A



70,
 Mrs. Saini Dandekar (H) & Bai Devkavshi Chavhan
 Trust
 Office: 13, 15, Anant Keshav Nakh Marg, 2nd floor,
 Fort, Mumbai - 400 001

For reference to your application No. EB/6642/A dated 22/2/2012 for Development Permission and part of Commencement Certificate under Section 44 & 45 of the Maharashtra Regional and Town Planning Act, 1962, to carry out development and building permission under Section 346 no 337 (New) case 22/2/2012 of the Mumbai Municipal Corporation Act 1958 to erect a building in Building development zone of an plot No. C.1.5, No. 18 Division / Village / Town Planning Scheme No. Kalyan Hill situated at - Road / Street in 12 Ward, Ward.



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This C.O. is further extended for entry work in Ground + 7 upper floors as per approved plans dated 05.11.2015.

Remarks:

Issue On: 13/4/2017 Valid Upto: 23/10/2017

Approved By: Assessment Engineer (B)

Mr. R. B. Desai

Approved By

This C.O. is issued up to Plinth level as per approved plans dated 08.11.2015.

Remarks:

Issue On: 24/10/2015 Valid Upto: 23/10/2017

This C.O. is valid upto 23/10/2017

Document verified by Ratan
 Bhatnagar Director,
 or Architectural Officer,
 14/99, Park Road,
 Dadar West,
 Mumbai - 400 028
 Date: 12.12.2013 12:10:32

Co to:
 1. Architect
 2. Collector, Mumbai Suburban Municipal District.

For and on behalf of Local Authority
 Municipal Corporation of Greater Mumbai
 Assistant Engineer, Building Proposal
 City D Ward Ward



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Brihanmumbai Electric Supply & Transport Undertaking

(of The Municipal Corporation of Brihanmumbai)

CUSTOMER CARE / ISSUES DEPARTMENT

2000, Administration Block, 10th Fl., Eastern Corridor, 10, Maharashtra Society, 55, Link Road, Fort, Mumbai - 400006

Tel: 4000222-23025133

Fax: 4000222-23025131

E-MAIL: reg@bse.com / cc@bse.com

CC: D (Sesth) / 27-05-2013

TO:

VINOD RAMDHANI PATEL
R.B.F. 2ND, W.P., DAMODAR BHAVAN,
WALKESHWAR, BANGANGA LANE, MALBAR,
HILL, P
In: 400006

बवई - ५
20/05/13
2013

Habam/Sir,

Sub: Issue Of Lead Certificate.

This has reference to your letter. As per our record, initially the meter was installed for on 08 May 1994 for the premises situated at R.B.F. 1ST, W.P., DAMODAR BHAVAN, WALKESHWAR, BANGANGA LANE, MALBAR, In: 400006. The details of the installation as per our record are as follows.

Account No: 27519525

SERVO	METER No.	LOAD	TARIFF DESCRIPTION	CONTRACT DEMAND
1	A069859	0.04	LV Residential more than 0.1 Kw	0.0700

The Lead Certificate is issued for the factored load and shall not be treated as proof for any other purpose.

Thanking You.

Yours faithfully

Div Engineer Customer Care D (Sesth)



बवई - ४
22/05/13
2013





7 FEB 2010

Small City Survey and Map Project

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NOTE: This is a new copy of the record of a property which has been sent to this office for the purpose of the Small City Survey and Map Project.

- 1. The record of a property which has been sent to this office for the purpose of the Small City Survey and Map Project.
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- 3. The record of a property which has been sent to this office for the purpose of the Small City Survey and Map Project.
- 4. The record of a property which has been sent to this office for the purpose of the Small City Survey and Map Project.
- 5. The record of a property which has been sent to this office for the purpose of the Small City Survey and Map Project.

1. The record of a property which has been sent to this office for the purpose of the Small City Survey and Map Project.

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Electoral

Electoral

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FB/6842/D/A

2(a)

No. FB/6842/D/A

Contd. (A)

5. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3)(ix)] will not be submitted by him.
6. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load alongwith bearing capacity of the soil strata will not be submitted before C.C.
7. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
8. That the indemnity Bond, indemnifying the Corporation for damages, risks, accidents, to the occupiers and on Undertaking regarding no nuisance will not be submitted before C.C./starting the work.
9. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
10. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
11. That All Dues Clearance Certificate from A.E.W.W. 'D' Ward shall not be submitted before issue of C.C.
12. That the premium/deposits as follows will not be
 - a. Condonation of deficient open spaces.
 - b. Condonation of deficient parking spaces.
 - c. Staircase / Lift area benefit.
 - d. Development charges as per M.R. & T.F. (Amendment) Act, 1997.
 - e. Balcony enclosure fees.
 - f. Insecticide charges.
 - g. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. in the area of charges of Ward.
 - h. Labour Welfare Cess.
13. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
14. That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.
15. That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.



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बखर्ई - ४		
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EB/6842/D/A

16. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
17. That the Janata insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work and owner / developer should submit revalidated Janata insurance Policy from time to time.
18. That the N.O.C. from B.E.S.T. for sub station shall not be submitted.
19. That the fresh Tax Clearance Certificate from A.A. & C 'D' Ward shall not be submitted.
20. That Registered Undertaking mentioning that condition will be incorporated in the Agreement with the tenants that parking arrangement will be made in the Municipal parking lot shall not be submitted.
21. That the Regd. U/T against misuse of part terrace / stilt / Entrance Lobby shall not be submitted.
22. That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
23. That the remarks from H.E Department shall not be submitted.
24. That the debris shall not be dumped on the Municipal ground only.
25. That the board displaying the details of development of the work shall not be displayed at site.
26. That the necessary remarks for construction of SWD will not be obtained from Dy.Ch.Eng.(S.W.D.) City before asking for plinth C.C. .
27. That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
28. That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
29. That the N.O.C. from M.C.Z.M.A. from C.R.Z. point of view shall not be submitted.
30. That the copy of PAN card of the applicant shall not be submitted before
31. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
32. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling.

BPCZ C-6842

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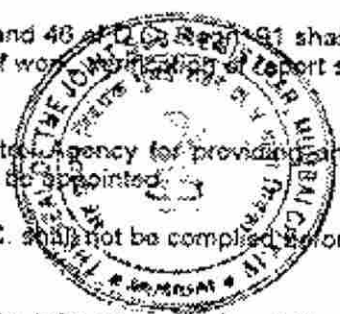
micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.

33. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
34. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
35. That the G.I. Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
36. That the precautionary measures to avoid nuisance due to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
37. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
38. No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.
39. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
40. In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/1 of 2.2.2008.
41. That the requisition of clause No. 45 and 46 of C.C. Reg. 51 shall not be complied with and records of quality of work shall not be kept on site till completion of work.
42. That the registered Private Pest Control Agency for providing anti larval treatment at the construction site shall be appointed.
43. That all the conditions of C.F.O. N.O.C. shall not be complied before piling C.C.
44. That the services of Safety Officer to take care of all safeties during construction on construction site and around shall not be hired.
45. That the Extra Water Charges & Extra Sewerage Charges shall not be paid.

BPC/24-D-6842

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 28/12
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EB/5842/O/A

46. That the registered UT shall not be submitted that the owner shall not have any objection if the neighbouring plot owner come for development with deficiency in open spaces.
47. That the registered undertaking shall not be submitted stating that clause shall be incorporated in sale agreement / supportive agreement so as to make aware the prospective buyer/ existing member about the deficient parking deficiency & parking if any will be done in nearby MCGM parking lot & traffic attendant for the above purpose shall be provided.

(B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :

1. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
2. That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
3. That the elevation treatment plan shall not be submitted & got approved.
4. That the compliance of necessary remarks for construction of SWD will not be submitted before granting full C.C. for the said building.
5. That every year before onset of the monsoon / revalidation of C.C., structural stability certificate of the work executed on site shall not be submitted by the appointed Registered Structural Engineer / Consultant, appointed by owner / occupier / society.
6. That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same will be taken and completion certificate to that effect shall not be submitted before granting further C.C. beyond plinth.

(C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING O.C.E. TO ANY PART OF THE PROPOSED BUILDING :

1. That the separate vertical drains pipe, soil pipe with a separate gully trap, water trap, O.H. Tank, etc. will not be provided and the drainage system of the residential part of the building will not be affected.
2. That some of the drains will not be laid internally with C.I. Pipes
3. That the dust-bin will not be provided as per C.E.'s circular No.CE/5297/11 of 26-6-1995.
4. That the surface drainage arrangement will not be made in consultation with E.E. (SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.



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BB/6842/D/A

5. That the surrounding open spaces, and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
6. That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.
7. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
8. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
9. That the Drainage completion certificate from (S.P.)(P&D) will not be submitted.
10. That the Drainage completion Certificate from A.E.(B.P.) City for House drain will not be submitted & got accepted.
11. That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
12. That final N.O.C. from C.F.O./ Tree Authority shall not be submitted before asking for occupation permission.
13. That the compliance of N.O.C. from H.E will not be made and certificate to that effect will not be submitted.
14. That the Fresh property card in the name of the owner shall not be submitted.
15. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
16. That the following documents shall not be compiled, preserved and handed over to the end user / prospective society within a period of 90 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate by M.C.G.M.
 - (a) Ownership documents;
 - (b) Copies of I.O.D., C.C., subsequent amendments, O.C.C. B.C. and corresponding canvass mounted plans.
 - (c) Copies of soil investigation reports.
 - (d) R.C.C. details and canvass mounted structural drawings.
 - (e) Structural Stability Certificate from Licensed Structural Engineer.
 - (f) Supervision certificate issued by the Licensed Site Supervisor.
 - (g) Building Completion Certificate issued by Licensed Surveyor/ Architect.
 - (h) NOC and completion certificate issued by the C.F.O.

BPC/D/G-6842

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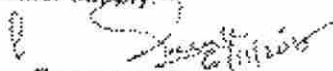
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17. That the certified copy of sale agreement incorporating the following conditions shall not be submitted to this office
- (a) That the prospective society / and user shall not preserve and maintain the documents / plans received from Owner / Developer / Architect and subsequently carry out necessary repairs / structural audit / fire audit at regular interval and also present periodical structural audit reports and repair history, similarly to check and to carry out fire safety audit time to time as per requirement of C.F.O. through the authorized agency of M.C.G.M.
18. That the supervision certificate shall be submitted periodically i.e. every 3 months from the L.S. / Engineer / Structural Engineer / Supervisor or Architect as the case may be as per D.C.Reg.5(3)(ix) regarding satisfactory construction on site

(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.:

- 1. That certificate under Section 270-A of M.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.


 Executive Engineer
 Building Proposals (City)-I



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EP/02/D-7842

भारत सरकार
GOVERNMENT OF INDIA

विश्व कर्मचारी पत्रिका
Vishw Karmachari Patali
जन्म तारीख: 02/18/1979
ईमेल: M22.E
Mobile No: 8828983252

3427 2282 3619
PID : 8178 2114 8994 8235

माझे आधार, माझी ओळख

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भारतीय विज्ञान संस्थान प्राधिकरण
INDIAN INSTITUTE OF TECHNOLOGY AUTHORITY OF INDIA

पते
ई.टी. कर्मचारी पत्रिका, पी.ओ. म्यारिज सेंट्री कॉम्प्लेक्स
ए.ए. रोड, मुंबई, ४०००७३
फोन: ४०००७३

Address :
E.T. Karmachari Patali, P.O. Marriages
Street: A.A. Road, Marriages West,
Mumbai, Mumbai Suburban,
Maharashtra - 400073

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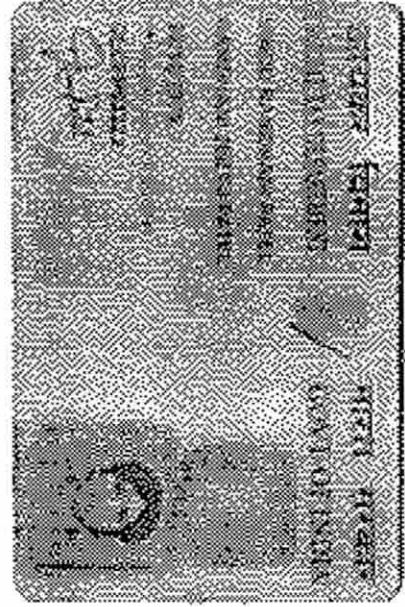
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Unique Identification Authority of India
Government of India

Enrollment No.: 0622/22841/66894

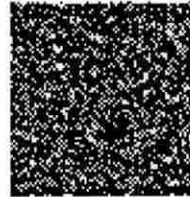
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To
Shashikant Shivadas Shetty
E.O. Shivadas
Room Number 4 Cosmos Sports Club
R. A. R. Road
Mashunda
Near S. K. D. Y. College
Mumbai
Mumbai Maharashtra - 400029
8928582013

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आपका अद्वितीय पहचान संख्या / Your Aadhaar No. :

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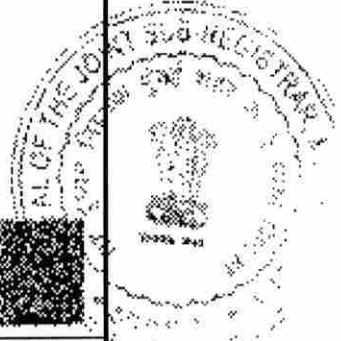
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भारत सरकार
Government of India



Shashikant Shivadas Shetty
Date of Birth: 09/06/1983
Male/Male



7487 3990 0478

UID : 9546 3451 7937 8421

मेरा आधार, मेरी पहचान



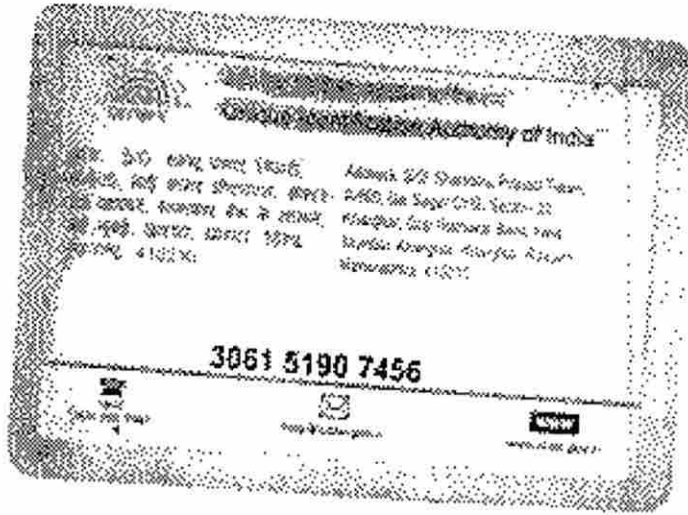
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प्रमाणित - २५		
२२/२८		
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मी वाचली
मी वाचली

उपरोक्त दस्तावेज निदेशक मुंबई शहर क. ५

श्री/श्रीमती २०११/२०१२
२०११/२०१२
२०११/२०१२
२०११/२०१२
२०११/२०१२

उपरोक्त दस्तावेज निदेशक मुंबई ५

रखी घन



9379 / 2019

Deportment Number 0004199355201920
0811201915107
Deportment Number 0004199355201920
0811201915107

एम. एस. ए. २०११/२०१२

२०११/२०१२

दिनांक ०८/११/२०१९
दिनांक ०८/११/२०१९
दिनांक ०८/११/२०१९
दिनांक ०८/११/२०१९

Sl. No.	Type of Party	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)
2	सहकारी संस्था	08/11/2019 06:17:55 PM	XXXX XXXX 6478 M
3	सहकारी संस्था	08/11/2019 06:17:31 PM	XXXX XXXX 3619 M

उपरोक्त निदेशक मुंबई शहर क. ५

दिनांक ०८/११/२०१९

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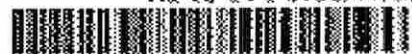
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२०११/२०१२



possession letter

047

SETH DAMODAR HIRJI & BAI DEVAKAVAHU CHARITY TRUST

Reg. No. PTR No .A-1626

Regd. Office : 1/103, Varma Nagar, Dr. Radhakrishnaa Marg, Andheri (East), Mumbai – 400 069

Ref. No. BAN/20/3/2019/1

Date : 25/05/2019

Managing Trustee
Shri R S Sodhani

To,
Vinod Ramdhani Patel,
C/103, 1st floor
Mayuresh Shrishti, L B S Marg,
Bhandup (w), Mumbai 400 078

Vice President
Shri Anil Sodhani

Reference to our sale agreement dated 20-03-2019, We are pleased to handover the possession of the Flat no. 502, 5th Floor of Damodar Bhavan, Banganaga, Walkeshwar. Kindly acknowledge the Possession and Receipt of the keys of the said flat.

Trustee
Smt. M. D. Sodhani
Shri Suni Sodhani
Smt. Anita Bhattad

Thanking you

Yours Faithfully
For SETH DAMODAR HIRJI & BAI
DEVAKAVAHU CHARITY TRUST

R.S. Sodhani
Managing Trustee





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to
not



ARCK Consultants Pvt. Ltd.

Stressed Assets Management

January 05, 2021

Bill No.: ARCK/2021-254

(7241)

Kind Attn: Ms. Muneera Nisar Khan / Mr. Vinayak M. Mehendale

To,
The Chief Manager,
State Bank of India,
Voltas House, 'A' 1st Floor,
Dr. Ambedkar Road, Chinchpokli (E),
Mumbai - 400033.

Chief Manager

Bill in order payment of Rs. 1830/-
made to ARCK by debiting
Savings A/c. for notice u/s 13(2)

Particulars		Amt (Rs.)												
Being Contractual services rendered pertaining to:														
Due Diligence on 04.01.2021 & service of demand notice dated 29.12.2020 as per SARFAESI Act, 2002 in the case of Mr. Shashikant Shrinivas Shetty (Loan A/c No. 38885565086/38916064601) , secured assets situated at: Flat No: 502, New Damodar Bhavan Co-Op Housing Society, CTS No. 16, Bangana Cross Road No. 02, Malabar Hill, Walkeshwar, Mumbai - 400006.. (as per schedule of fees)		1,500												
Out of Pocket expenses incurred towards speed post & conveyance		330												
<table border="1"> <thead> <tr> <th>No.</th> <th>Particulars</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Conveyance Charges - Bike during lockdown at Mumbai</td> <td>120</td> </tr> <tr> <td>2</td> <td>Shivam DTP & Stationery Bill No. 13 (3 postal receipt)</td> <td>210</td> </tr> <tr> <td colspan="2">Total Rs.</td> <td>330</td> </tr> </tbody> </table>			No.	Particulars	Amount	1	Conveyance Charges - Bike during lockdown at Mumbai	120	2	Shivam DTP & Stationery Bill No. 13 (3 postal receipt)	210	Total Rs.		330
No.	Particulars	Amount												
1	Conveyance Charges - Bike during lockdown at Mumbai	120												
2	Shivam DTP & Stationery Bill No. 13 (3 postal receipt)	210												
Total Rs.		330												
(Pan No. AAFCA7278N)														
Note: The GST is to be deposited by the bank itself under reverse charge as approved by Govt. of India vide Notification No. 13/2017 dt. 28.06.2017. (Notification attached for your reference)														
TDS U/S. 194C: TDS @ 2% is to be deducted (on only the fee portion), being professional services. TDS is not to be deducted on reimbursement of expenses.														
Total		1,830												

(Rupees One Thousand Eight Hundred Thirty Only)

For ARCK Consultants Pvt. Ltd.

Sachin

Authorised Signatory



Our Bank Details:

ARCK Consultants Pvt. Ltd.
ICICI Bank, Bhayandar Branch
C/A No. 002805003748
IFSC Code: ICIC0000028

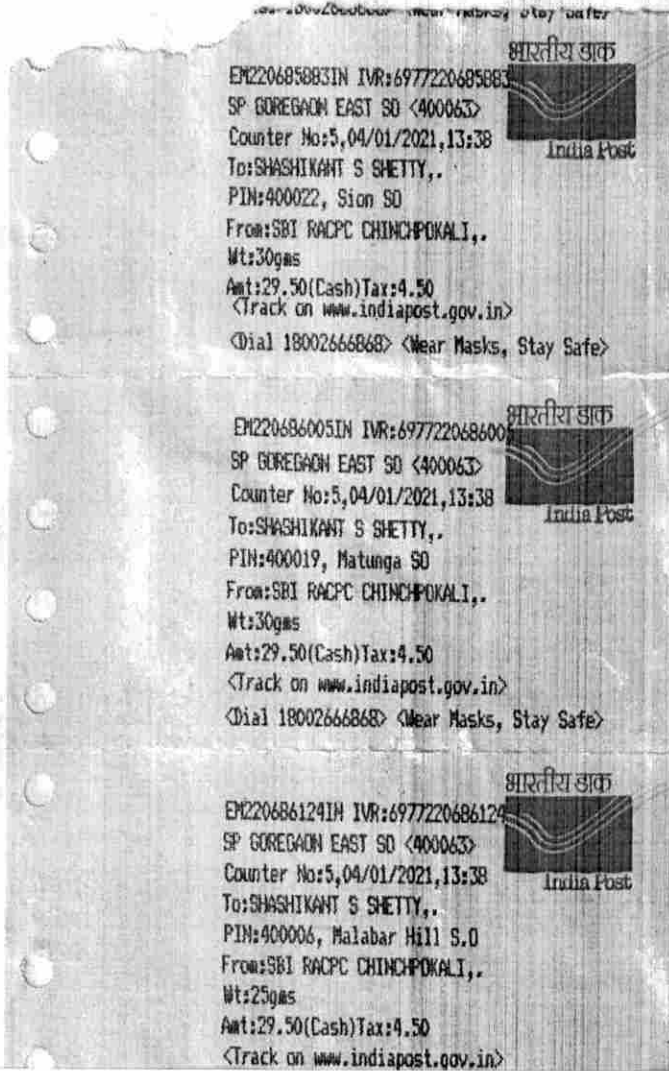
Office :

307, Business Classic, 3rd Floor,
S. V. Road - Chincholi Junction,
Behind HP Petrol Pump,
Malad (W), Mumbai - 400 064.

Mobile : 9892333340
Telefax : 2888 9498 / 2889 9497
Email : vishal@arck.in
finvishal@yahoo.com
Web : www.arck.in

DELHI | MUMBAI | PUNE | AHMEDABAD | BARODA | CHANDIGARH | BANGALURU

SBI - RACPC chinchpokali - Shashikant Shetty - Demand Notice sent on 04.01.21



3 Receipt
@ 30/-

Rs. 90/-

CASH / CREDIT MEMO		No. / पल रसिद	
From :		No. / क्रमांक	13
M/S. सर्वश्री		Date / दिनांक	04/01/21
PARTICULAR विवरण		QTY. संख्या	AMOUNT ₹
A/Rs - 307			
3	Postal charges	30	90/-
	printing 4 xerox & Envelope		120/-
	Case c. Shashikant Shetty		
	Shivam DTP & Stationery		
	Business Class		
	Chincholi Bunder		
	PAID Mailed (W). Mumbai-04.		
Thank You		TOTAL टोटल	210

✓



RETAIL ASSET CENTRALISED PROCESSING CENTER
MUMBAI SOUTH, 1ST FLOOR, VOLTAS HOUSE-A,
DR AMBEDKAR ROAD, CHINCHPOKALI EAST
MUMBAI 400033.
PHONE NO:- 23707510/15/16
FAX NO:- 23707510/13
EMAIL:- sbi.17889@sbi.co.in

M/s. ARCK CONSULTANTS PVT.LTD.
307, Business Classic, 3rd Floor,
ChincholiBunder Road,
Malad (W), Mumbai – 400064.

Ref: SBI/RACPC/ARCK/ALLT/

Date: 30/12/2020

Dear Sir,

Sub: Allotment of case for Recovery under SARFAESI Act, 2002.

1. In this connection, we have to advise that the Bank has granted following credit facilities to:

Mr. Shashikant Shrinivas Shetty

Housing Loan Account No. : 38885565086

SBI Suraksha Account No.: 38916064601

(hereinafter referred to as the Borrowers). All the above Borrowers have created security by way of mortgage / hypothecation / pledge of their assets in favour of the Bank. The details of the assets / security are given in the annexure to this letter. Bank will be enforcing its rights available to it under Section 13 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act in respect of the said assets charged to the Bank.

2. You are requested to perform the following jobs / functions on behalf of the Bank in connection with enforcement of said rights.

- Assist in taking possession of movable and immovable properties as an Agent of the Authorised Officer in full compliance with the Panchnama, inventory of the property, etc as per procedure and formats prescribed.



- Arrange on behalf of the Authorised Officer, for storage, maintenance, preservation and locking up arrangements as appropriate of the movable / fixed / immovable assets so taken over.
- Arrange on behalf of the Authorised Officer, for security, insurance and / or any other action required to ensure safety of the asset taken over.
- Assist the Authorised Officer in sending notices to debtors of the Borrower, follow-up action.
- Assist the Authorised Officer in arranging for valuation as per procedure laid down.
- Assist the Authorised Officer in arranging for sale of the assets as per any of the modes prescribed.
- Assist the Authorised Officer in receipt of sale proceeds, issue of sale certificate, possession Certificate and all other necessary formalities prescribed.

3. The above is only an indicative list and if any other action is required to be taken for Enforcement of the Bank's rights under the said Ordinance, you will be required to take the same under the overall supervision and direction of the Authorised Officer of the Bank.

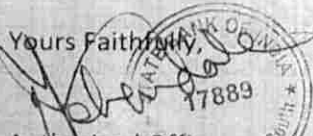
4. While performing duties under this agreement, you should act in professional manner and take utmost care to ensure that no damage is caused to the assets and Bank is not exposed to any claims from the Borrowers / Guarantors / third parties.

5. You will be indemnifying the Bank against the cost, damages, expenses, loss which may incurred / suffered by the Bank on account of any action / inaction on your part or which will result in diminishing the realized value of the assets or which exposes the Bank to claim from Borrower / Guarantor or any other party. You would be required to execute an indemnity in this regard as per format prescribed by the Bank.

6. Bank reserves the right to terminate this arrangement at any point of time whereupon you shall cease to perform any work / job / function under this arrangement. In the event of termination of the arrangement, you shall hand over possession of the movable / immovable assets along with all the relative documents, etc. to the Authorised Officer or any other person / identified by him.

7. If the above terms and conditions are acceptable to you, the duplicate of this letter may be returned duly signed by your Authorised Officer / Director in token of having accepted the same.

Yours Faithfully,


 Authorised Officer
 State Bank of India
 RACPC - Chinchpokali



January 05, 2021

To
The Chief Manager
STATE BANK OF INDIA
RACPC-Chinchpokali (E)

We have inspected the property mentioned hereunder and have to submit our report as follows:

Loan A/c No.:	38885565086/38916064601
Name of Borrower/s:	Mr. Shashikant Shrinivas Shetty
Property address:	Flat No: 502, New Damodar Bhavan Co-Op Housing Society, CTS No. 16, Bangana Cross Road No. 02, Malabar Hill, Walkeshwar, Mumbai – 400006.
Correspondence Address	House No. 04, Next to SNTD college, Rak Road, Next to GSB Sports club, Wadala (W), Mumbai – 400019.
Nearest or popular landmark:	Bangana Lake
Present status of property / stage of construction. Please specify.(Vacant plot/c/ Building fully completed/incomplete)	Building fully completed.
If completed how old (approximate) is the structure	2 years
Location of property. Please specify. Posh Area / Upper Middle Class/ Village/Slums/ Remote Area	Upper Middle Class
Surrounding area. Please specify. Residential/ Commercial/Industrial/	Residential
Marketability. Please Specify. Good/Fair/Poor	Good
Name of the present occupant and his status. Please specify: Owner/Tenant/ Relative of owner/Others.	Vacant
Whether a housing society has been formed and our borrower is a member thereof.	No
Name verified from. Please specify. Watchman/Neighbour/Name Plate/Society Board.	Neighbor
Whether notice of any other bank/financial institution found at premises or information of other borrowing.	No
Lock Type: Latch Lock / Name of the Lock	Latch Lock



Office :
307, Business Classic, 3rd Floor,
S. V. Road - Chincholi Junction,
Behind HP Petrol Pump,
Malad (W), Mumbai - 400 064.

Mobile : 9892333340
Telefax : 2888 9498 / 2889 9497
Email : vishal@arck.in
finvishal@yahoo.com
Web. : www.arck.in

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Approximate value of property.	Rs. 1.80 Crores (Approx)
Approximate built up area.	400 sq. ft.
Date of Demand Notice:	29.12.2020
Amount as per Demand Notice:	Rs. 3,94,57,338/-
Status of Service of Demand Notices:	The Demand Notice sent through post on 04.01.2021. At the time of visit to property address we found that the property is vacant. So, we pasted demand notice on door. Then, We visited the correspondence there we met the borrower and he refused to receive the demand notice.
Date of inspection	04.01.2021
Visited by	Mr. Kushal & Mr. Nilesh
Remark (Detail Description)	The service of demand notice is not completed by hand delivery. If the postal service comes incomplete then, the bank has to publish the demand notice in two local newspapers.

Assuring you of our best professional services at all times.

For **M/S. ARCK Consultants Pvt. Ltd.**




Authorised Signatory

Encl.: 1) Postal Receipt
2) Photographs

SBI - RACPC chinchpokali - Shashikant Shetty - Demand Notice sent on 04.01.2021 061

www.indiapost.gov.in

भारतीय डाक

EM220685883IN IVR:6977220685883

SP GOREGAON EAST SO <400063>

Counter No:5,04/01/2021,13:38

To:SHASHIKANT S SHETTY,,

PIN:400022, Sion SO

From:SBI RACPC CHINCHPOKALI,,

Wt:30gms

Amt:29.50(Cash)Tax:4.50

<Track on www.indiapost.gov.in>

<Dial 18002666868> <Wear Masks, Stay Safe>



EM220686005IN IVR:6977220686005

SP GOREGAON EAST SO <400063>

Counter No:5,04/01/2021,13:38

To:SHASHIKANT S SHETTY,,

PIN:400019, Matunga SO

From:SBI RACPC CHINCHPOKALI,,

Wt:30gms

Amt:29.50(Cash)Tax:4.50

<Track on www.indiapost.gov.in>

<Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक



भारतीय डाक

EM220686124IN IVR:6977220686124

SP GOREGAON EAST SO <400063>

Counter No:5,04/01/2021,13:38

To:SHASHIKANT S SHETTY,,

PIN:400006, Malabar Hill S.O

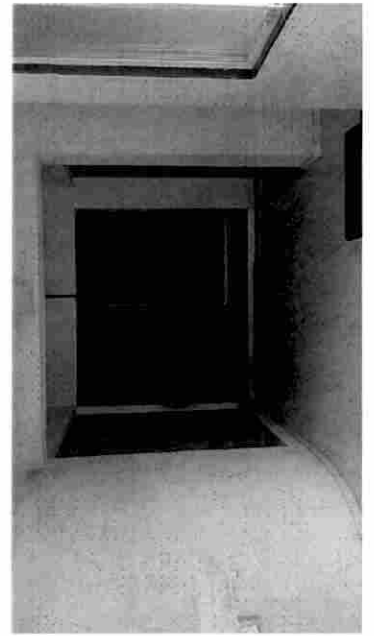
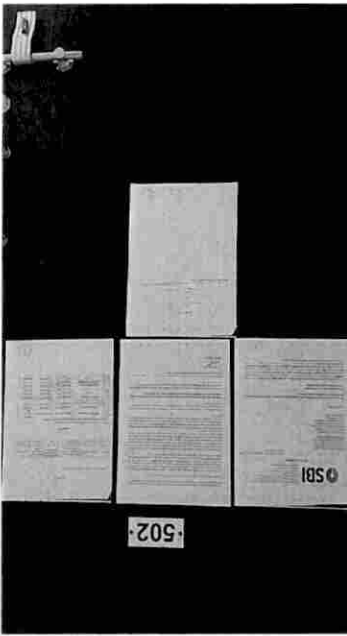
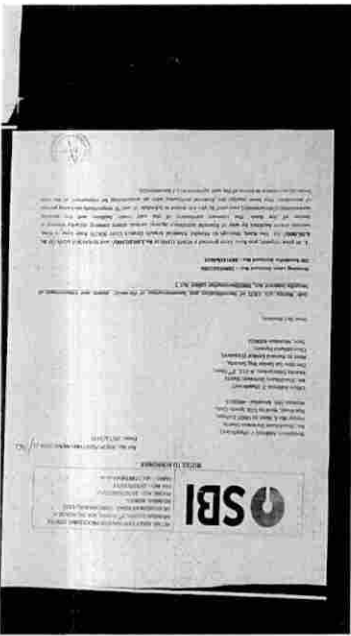
From:SBI RACPC CHINCHPOKALI,,

Wt:25gms

Amt:29.50(Cash)Tax:4.50

<Track on www.indiapost.gov.in>





SBI - RACE chinchpokali - Mr. Sheshkant shetty - visited on 04.01.2021



January 12, 2021

To,
The Chief Manager,
STATE BANK OF INDIA,
RACPC-Chinchpokali (E)

Dear Sir,

Sub: Received Acknowledgement, Returned Envelope

We attach herewith the Returned Envelopes & Acknowledgements received from Postal Authorities for your record of the following cases:

Sr. No.	Borrower Name	RPAD Status	Current Status	Proposed Action
1	Mr. Shashikant Shrinivas Shetty Loan A/C No: (38885565086/ 38916064601)	EM220685883IN – Acknowledged AD Card Received. EM220686005IN – The envelope has delivered as per online tracking report.	At the time of visit mortgage property was locked. So, We pasted the Demand Notice on the door of the Premises. The service of demand notice is completed by postal service.	The service of demand notice is completed by postal service on 05.01.2021. So, The bank can schedule for symbolic possession on or after 05.03.2021. If the borrower fails to repay the amount.

Assuring you of our best professional services at all times.

Thanking you.

Yours faithfully,
For M/S. ARCK Consultants Pvt. Ltd.

Authorised Signatory



Office :
307, Business Classic, 3rd Floor,
S. V. Road - Chincholi Junction,
Behind HP Petrol Pump,
Malad (W), Mumbai - 400 064.

Mobile : 9892333340
Telefax : 2888 9498 / 2889 9497
Email : vishal@arck.in
finvishal@yahoo.com
Web. : www.arck.in

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SBI - RACP chinchpokali - mr. shashikant shetty - Acknowledged A/D card Received 067

SP-002

4 Date Mailed Year Month Day		5 Time mailed Hours Minutes		20 A Despatch charge					
				20 B Office of Origin					
Customs Declaration									
21 Description of Contents (Applicable for International EMS Speed Post only) Demand Notice Dt - 29/12/2020 38885565086 (Loan A/c: 38916064601)				27 Name in Print of the person taking delivery of the item					
22 <input type="checkbox"/> Gift <input type="checkbox"/> Samples of merchandise				23 Value		25 Weight in Kg.		28 Signature <i>Spary</i>	
29 Date of Delivery Year Month Day				30 Time of Delivery Hours Minutes					
Sender				Addressee					
8 Name and address of sender SBI - RACP C - chinch pokali 307, Business Classic, 3rd Floor, Chincholi Bunder Road, Off. S. V. Road, Malad (West), Mumbai - 400 064.				12 Name and address of addressee Mr. Shashikant Shrinivas Shetty Manila Enterprises, A-211, 2nd Floor, Om Shiv Sai Sadan HSG Society Next to Runwal Omkar (Esquare), Chunabhatti Flyover, Sion, Mumbai					
9 Sender's postal code				14 Addressee's postal code 400022					

L-3/PSD/SP-002(SPEED POST)/POD/2019-20/50 Lakhs/Shahdara Printing Press



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A



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Track Consignment

Quick help

* Indicates a required field.

* Consignment Number

EM220685883IN

Track More

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
Goregaon East SO	04/01/2021 13:38:42	400022	29.50	Inland Speed Post	Sion SO	05/01/2021 16:26:50

Event Details For : EM220685883IN

Current Status : Item Delivery Confirmed

Date	Time	Office	Event
05/01/2021	16:26:50	Sion SO	Item Delivery Confirmed
05/01/2021	16:08:47	Sion SO(Beat Number :15)	Item Delivered [To: S. SHETTY(Addresssee)]
05/01/2021	09:05:45	Sion SO	Out for Delivery
05/01/2021	06:35:32	Sion SO	Item Received
05/01/2021	04:22:01	Mumbai NSH	Item Dispatched
05/01/2021	00:31:26	Mumbai NSH	Item Bagged
04/01/2021	21:18:55	Mumbai NSH	Item Received
04/01/2021	19:47:44	Goregaon East SO	Item Dispatched
04/01/2021	13:38:42	Goregaon East SO	Item Booked

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You are here Home>> Track Consignment



Track Consignment

Quick help

* Indicates a required field.

* Consignment Number

EM220686005IN

Track More

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
Goregaon East SO	04/01/2021 13:38:42	400019	29.50	Inland Speed Post	Matunga SO	06/01/2021 15:13:54

Event Details For : EM220686005IN

Current Status : Item Delivery Confirmed

Date	Time	Office	Event
06/01/2021	15:13:54	Matunga SO	Item Delivery Confirmed
06/01/2021	09:15:48	Matunga SO	Out for Delivery
06/01/2021	07:38:00	Matunga SO	Item Received
06/01/2021	05:35:47	Mumbai NSH	Item Dispatched
06/01/2021	01:49:15	Mumbai NSH	Item Bagged
05/01/2021	17:42:03	Mumbai NSH	Item Received
05/01/2021	13:27:27	Wadala S.O	Item Dispatched
05/01/2021	13:24:04	Wadala S.O	Item Bagged
05/01/2021	10:42:13	Wadala S.O	Item Redirected to Matunga SO INSUFFICIENT ADDRESS
05/01/2021	08:28:24	Wadala S.O	Item Received
05/01/2021	04:22:01	Mumbai NSH	Item Dispatched
05/01/2021	01:26:09	Mumbai NSH	Item Bagged
04/01/2021	21:18:55	Mumbai NSH	Item Received
04/01/2021	19:47:44	Goregaon East SO	Item Dispatched
04/01/2021	13:38:42	Goregaon East SO	Item Booked

Home

Full Season



- ①
- ②

Requirements: Shrawan Sir. 073

Loan if any taken by Vinod Patel.

Loan nahi hai

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this ____ day of _____, 2019.

MR. VINOD RAMDHANI PATEL, Age ____ years, an adult, Indian Inhabitant, PAN No. DLCPP6332J, Resident & Tenant of Room No.10, 1st floor, Damodar Bhavan Building, Survey No.16 of Malabar Cambala Hill Division, Banganga 2nd Cross Lane, Walkeshwar, Mumbai-400006, hereinafter called "**THE VENDOR / TRANSFERORS**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators and assigns) of the **FIRST PART**;

AND

MR. SHASHIKANT SHRINIVAS SHETTY, Age 35 years, an adult, Indian Inhabitant, having PAN No.BAEPS2081L, Residing at Room No. 4, Cosmo Sports Club, R.A.K. Road, Matunga, Near S.N.D.T. College, Mumbai-400019, hereinafter referred to as '**THE PURCHASER/ TRANSFEREE**' (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **OTHER PART**;

WHEREAS, the **VENDOR/TRANSFERORS** are the lawful Owner in respect of Flat premises bearing **Flat No. 502 of 350 s.q. feet Carpet area inclusive of flower Bed, Balcony, passages and other such useable area on the 5th floor in the building to be known as "Damodar Bhavan"** standing on property bearing Cadastral Survey No. 16 of Malabar cambala Hill Division within the **Registration District and Sub-District of Mumbai City at Banganga 5th Cross Lane, Walkeshwar, Mumbai- 400006**, hereinafter referred to as "**THE SAID FLAT**" which is acquired by and registered Agreement for Permanent Alternate Accommodation

dated. 20.03.2019 at Serial No. BBE-4-3308-2019 Before the Registrar executed between "The Promoter" of the Seth Damodar Hirji and Bal Devkavhu Charity Trust and MR. VINOD RAMDHANI PATEL, (more particularly described in the SCHEDULE hereunder written)

AND WHEREAS the Vendor herein is having Electricity Connection/Meter In his name bearing consumer no. 394-247-030*8 are paying, Meter No. A069859 and paid Electric bill till today.

AND WHEREAS now the VENDOR/TRANSFERORS herein are paying the Society Maintenance charges to the said Society and VENDOR/TRANSFERORS herein are holding the said Flat, Shares being the member of the said Society and paying all maintenance and outgoings in respect of the said Flat till date.

AND WHEREAS the VENDOR/TRANSFERORS have acquired interest in the said Flat of the said Society and VENDOR/TRANSFERORS competent to transfer the said Shares and their interest in the said Flat of the Society. The VENDOR/TRANSFERORS have agreed to transfer the said Shares and their occupancy right in respect of the said Flat to the PURCHASER/TRANSFEREE herein for the total consideration of Rs. _____ /- (Rupees _____ only) on the terms and conditions mutually agreed between the parties as appearing herein below.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The VENDOR/TRANSFERORS hereby sell, transfer, convey and assign all their rights, title and interest in the Flat No. 502 of 350 s.q. feet Carpet area inclusive of flower Bed, Balcony, passages and other such useable area on the 5th floor in the

building to be known as "Damodar Bhavan" standing on property bearing Cadastral Survey No. 16 of Malabar cambala Hill Division within the Registration District and Sub-District of Mumbai City at Banganga 5th Cross Lane, Walkeshwar, Mumbai- 400006, hereinafter referred to as "THE SAID FLAT" which is acquired by and registered Agreement for Permanent Alternate Accommodation dated. 20.03.2019 at Serial No. BBE-4-3308-2019 Before the Registrar executed between "The Promoter" of the Seth Damodar Hirji and Bal Devkavhu Charity Trust and MR. VINOD RAMDHANI PATEL, for the total consideration of Rs. _____ /- (Rupees _____ only) which amount the PURCHASER/ TRANSFEREE have agreed to pay to the VENDOR/ TRANSFERORS and to purchase and acquire the said Flat on OWNERSHIP BASIS.

2. That the said consideration amount of Rs. _____ /- (Rupees _____ on ly) shall be payable by the PURCHASER / TRANSFEREE to the VENDOR/ TRANSFERORS in the following manner :
- a. In pursuance thereof, the PURCHASER/ TRANSFEREE on or before the execution of this Agreement has paid to the VENDOR/Transferors a sum of Rs. _____ /- (Rupees _____ only) by Cheque / NEFT as and by way of advance / part payment, receipt whereof the VENDOR / Transferors do hereby admit and acknowledge and of and from the payment of the same or every part thereof do and each of them doth forever acquit,

release and discharge the PURCHASER/ TRANSFEREE herein.

- b. "THE PURCHASER" agrees and undertakes to pay "THE VENDOR/TRANSFERORS" the sum of Rs. _____ /- (Rupees _____ only) as Balance Consideration amount by obtaining Housing Loan from their BANKERS OR FINANCIAL INSTITUTION. In pursuance thereof, the PURCHASER/ TRANSFEREE on or after the execution of this Agreement has paid remaining balance amount within 45 days to the VENDOR/Transferors
- c. "THE VENDOR/TRANSFERORS" has already obtained Housing Loan upon the said Flat and regularly paying instalment to the concerned bank. Now the VENDOR/ Transferors shall pay / clear the balance loan amount by receiving part payment from the concerned purchaser herein.
3. That the possession of the said Flat shall be handed over by the VENDOR/TRANSFERORS to the PURCHASER/ TRANSFEREE simultaneously on receipt of consideration and the PURCHASER / TRANSFEREE shall be entitled to get the said Flat and all the records pertaining thereto duly transferred and recorded in their names in the records of the concerned authorities and the VENDOR/ TRANSFERORS hereby agree and undertake to execute and sign such applications, forms, affidavits, bonds, etc. as may be required by the PURCHASER/ TRANSFEREE or by any concerned authorities and also to assist and co-operate the PURCHASER/ TRANSFEREE in that regard without any further demands or let or hindrance.

4. That the VENDOR/TRANSFERORS hereby agree and undertake to execute and sign such further and other agreements, deeds, documents, Indentures, etc. that may be reasonably required by the PURCHASER/ TRANSFEREE for more effectively and effectually transferring the said Flat and other documents pertaining to the said Flat without any further demands or let or hindrance.
5. That the PURCHASER/ TRANSFEREE upon getting the possession of the said Flat, shall be entitled to obtain the Ration Card, Electric Connection, Water Connection, Gas Connection, Telephone Connection, Society Membership, Share Certificate, and other amenities and facilities at the said Flat at their costs and expenses from the concerned authorities and Departments and for the said purpose, the VENDOR/TRANSFERORS hereby give their free and expressed consent and no objection to the concerned authorities as also to the PURCHASER/ TRANSFEREE.
6. That simultaneously with the handing over of the possession of the said Flat, as stipulated above, the VENDOR/TRANSFERORS shall also handover the original title deeds and other relevant documents pertaining to the said Flat to the PURCHASER/ TRANSFEREE and thereafter the PURCHASER/ TRANSFEREE shall retain the same with them forever.
7. That after execution and registration of these presents, the PURCHASER/ TRANSFEREE shall be at liberty and authority to obtain the Loan from Bank/Financial Institutions, against the mortgage of the said Flat and the VENDOR/TRANSFERORS hereby give their consent and no objection to the Bank/Financial Institutions and also agreed and undertake to sign such documents as may be required for the said purpose.

8. That the VENDOR/TRANSFERORS hereby declare that they have not created any encumbrances by way of Loan, lien, mortgage, lease, tenancy, license, charge, or anywise howsoever, and further declare that they have not entered into any transaction, oral or in writing with any third party or person/s and/or executed any Deed or documents or agreement in respect of the said Flat in favour of any third party or person/s and state and declare that the said Flat is free from all encumbrances and that the VENDOR/TRANSFERORS have good and absolute right and authority to sell and transfer the said Flat and said Shares in favour of the PURCHASER/ TRANSFEREE and that save and except the VENDOR/ TRANSFERORS no one else have got any right or interest in or over the said Flat or any part thereof.
9. That all the taxes, assessments, maintenance, outgoings, electricity charges, water charges, etc. payable in respect of the said Flat, prior to the handing over the possession as agreed herein, shall be borne, paid and cleared by the VENDOR/ TRANSFERORS alone, and thereafter the same shall be payable by the PURCHASER/ TRANSFEREE and the VENDOR/ TRANSFERORS shall not be liable or responsible for the consequences of non-payment thereof by the PURCHASER/ TRANSFEREE.
10. That it shall be the liability and responsibility of the VENDOR/TRANSFERORS to obtain the Consent and Permission from the said Society at their own costs for selling and transferring the said Flat and Shares in the name of the PURCHASER/ TRANSFEREE.
11. That the VENDOR/TRANSFERORS hereby indemnify and keep indemnified and harmless the

PURCHASER/TRANSFEEE against any loss, damage, demand, suit, action, claim, etc. that may arise or that may be caused on account of any third party claim over the said Flat.

12. That all the Stamp Duty and Registration payable on these presents or any other documents to be executed hereafter, in pursuance hereof, shall be solely borne and paid by the PURCHASER/ TRANSFEEE and the VENDOR/TRANSFERORS shall not be required to contribute any amount in that regard.
13. That the VENDOR/TRANSFERORS hereby agree and undertake to remain present before the concerned Sub-Registrar of Assurances for Registration of these presents or any other documents to be executed hereafter as and when so required by the PURCHASER/ TRANSFEEE without any let or hindrance or demand.
14. That That the transfer charges required to be paid to the said Society for transferring the said Flat and the said Shares in the name of the PURCHASER/ TRANSFEEE from the name of the VENDOR/TRANSFERORS shall be equally contributed by the VENDOR/ TRANSFERORS and the PURCHASER/ TRANSFEEE.

THE SCHEDULE REFERRED TO ABOVE

Flat No. 502 of 350 s.q. feet Carpet area inclusive of flower Bed, Balcony, passages and other such useable area on the 5th floor in the building to be known as "Damodar Bhavan" standing on property bearing Cadastral Survey No. 16 of Malabar cambala Hill Division within the Registration District and Sub-District of

**Mumbai City at Banganga 5th Cross Lane, Walkeshwar,
Mumbai- 400006.**

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

SIGNED AND DELIVERED BY the]
Within named " VENDOR/TRANSFERORS "]
MR. VINOD RAMDHANI PATEL]

In the presence of]

SIGNED AND DELIVERED by the]
Within named "PURCHASER/TRANSFEE"]
MR. SHASHIKANT SHRINIVAS SHETTY]
In the presence of.....]

Witnesses:

- 1.
- 2

RECEIPT

RECEIVED of and from the within named PURCHASER/
 TRANSFEREE the sum of Rs. _____ /- (**Rupees**
 _____ **only**) being by online transfer
 NEFT / Cheque as the part payment / consideration as per this
 Agreement in following manner:

Sr. No.	Cash / Cheque / NEFT	Bank	Date	Amount
1.				
2.				
3.				
4.				
			Total	20,11,000/-

We SAY RECEIVED Rs. _____ /-

MR. VINOD RAMDHANI PATEL
 (VENDOR/TRANSFERORS)

Witnesses:

- 1.
- 2.

RECEIVED

पावती

Original/Duplicate

Wednesday, March 20, 2019

नोंदणी क्र.: 39M

1:53 PM

Regn.:39M

पावती क्र.: 3565 दिनांक: 20/03/2019

गावाचे नाव: मलबार

दस्तऐवजाचा अनुक्रमांक: बवई4-3308-2019

दस्तऐवजाचा प्रकार: पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव: -- विनोद रामधानी पटेल

नोंदणी फी

₹. 1000.00

दस्त हाताळणी फी

₹. 1120.00

पृष्ठांची संख्या: 56

एकूण:

₹. 2120.00

DELIVERED

आपणास मूळ दस्त .धबनेल प्रिंट,सूची-२ अंदाजे

2:18 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, बवई 4

बाजार मूल्य: ₹.29500/-

मोलदला ₹.0/-

भरलेले मुद्रांक शुल्क : ₹. 2000/-

सह: दुय्यम निबंधक/बवई - २

मुळदर सहर क्र. ४

DELIVERED

1) देयकाचा प्रकार: eChallan रकम: ₹.1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013415571201819E दिनांक: 20/03/2019

वैकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: ₹ 1120/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping track of adjusted fees

CHALLAN
MTR Form Number-6



GRN	MH013415571201819E	BARCODE	Date		20/03/2019-09:27:31	Form ID	25.2
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty	TAX ID (If Any)					
	Registration Fee	PAN No.(If Applicable)					
Office Name	BOM4_JT SUB REGISTRAR MUMBAI 4		Full Name	VINOD R PATEL			
Location	MUMBAI		Flat/Block No.	FLAT NO.502,5TH FLOOR,DAMODAR BHAVAN,			
Year	2018-2019 One Time		Premises/Building	BANGANGA 2ND CROSS LANE,WALKESHWAR,			
Account Head Details	Amount In Rs.	Road/Street					
0030045501 Stamp Duty	2000.00	Area/Locality	MUMBAI				
0030063301 Registration Fee	1000.00	Town/City/District					
		PIN	4	0	0	0	0
		Remarks (If Any)	SecondPartyName=SETH DAMODAR HIRJI AND BAL DEVKAVAHU CHARITY TRUST-				
		Amount In	Three Thousand Rupees Only				
Total	3,000.00	Words					
Payment Details	VIJAYA BANK		FOR USE IN RECEIVING BANK				
Cheque/DD Details	Bank CIN	Ref. No.	03907642019032000018	24407302			
Cheque/DD No.	Bank Date	RBI Date	20/03/2019-09:03:36	Not Verified with RBI			
Name of Bank	Bank-Branch		VIJAYA BANK				
Name of Branch	Scroll No. . Date		Not Verified with Scroll				

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासारी लागू आहे. नोंदणी न करावयाच्या सदर चलन होणे नाही.

बवई - ४	
३३०८	३५२
२०१९	





CHALLAN
MTR Form Number-6



GRN	MH013415571201819E	BARCODE	[Barcode]		Date	20/03/2019-09:27:31	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID (If Any)				
				PAN No.(If Applicable)				
Office Name	BOM4_JT SUB REGISTRAR MUMBAI 4			Full Name	VINOD R PATEL			
Location	MUMBAI			Flat/Block No.	FLAT NO.502,5TH FLOOR,DAMODAR BHAVAN.			
Year	2018-2019 One Time			Premises/Building	BANGANGA 2ND CROSS LANE,WALKESHWAR.			
Account Head Details	Amount In Rs.			Road/Street	MUMBAI			
0030045501	Stamp Duty		2000.00	Area/Locality	MUMBAI			
0030063301	Registration Fee		1000.00	Town/City/District	MUMBAI			
				PIN	4 0 0 0 0 6			
				Remarks (If Any)	SecondPartyName=SETH DAMODAR HIRJI AND BAL DEVKAVAHU CHARITY TRUST-			
				Amount In	Three Thousand Rupees Only			
				Words				
Total	3,000.00							
Payment Details	VIJAYA BANK			FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN	Ref. No.	03907642019032000018	24407302	
Cheque/DD No.				Bank Date	RBI Date	20/03/2019-09:03:36	Not Verified with RBI	
Name of Bank				Bank-Branch	VIJAYA BANK			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

Department ID:

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

यादर चलन केवल दस्तावेज लिखक कार्यालयत नोंदणी करवायाच्या दस्तावेजात लागू आहे. नोंदणी न करवायाच्या दस्तावेजात यादर चलन लागू नाही.

Mobile No. : 8828346561

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-508-3308	0007442959201819	20/03/2019-13:53:04	IGR549	1000.00
2	(iS)-508-3308	0007442959201819	20/03/2019-13:53:04	IGR549	2000.00
Total Defacement Amount					3,000.00



Print Date 20-03-2019 01:53:07

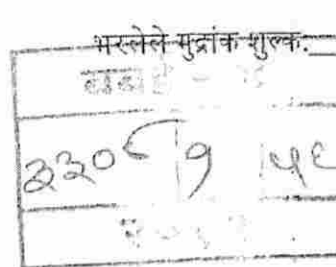
महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन 2018-2019

१. दस्ताचा प्रकार:- प.जा. क२१२ अनुच्छेद क्रमांक:- _____
२. सादरकर्त्याचे नाव :- विनोद पटेल
३. तालुका : मुंबई / अंधेरी / बोरीवली / कुर्ला
गावाचे नाव : मलबार
नगरभुमापन क्रमांक / सर्व्हे क्रमांक / अंतिम भूखंड क्रमांक : 16
६. मूल्य दरविभाग (झोन):- _____ उपविभाग: _____
७. मिळकतीचे प्रकार: खुली जमिन निवासी कार्यालय दुकान औद्योगिक
- प्रति चौ मीटर दर: _____

दसतात नमूद केलेल्या मिळकतीचे क्षेत्रफळ:- 39.03 कारपेट/ विल्ट अप चौ मीटर / फूट

८. कारपार्किंग:- _____ गच्ची: _____ पोटमाळा: _____
९. मजला क्रमांक :- 5
१०. बांधकाम वर्ष :- _____
११. बांधकामाचा प्रकार:- आर आर सी / इतर पक्के / अर्धे पक्के / कच्चे
१२. बाजारमूल्यदर तक्त्यातील मार्गदर्शन सूचना क्रमांक:- _____ ज्यान्वये दिलेली घट / वाढ
१३. भाडेकरू व्याप्त मिळकत असल्यास:-
१) त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र):- 350 sq. ft carpet
२) नविन इमारतीत दिलेले क्षेत्र :- 350 sq. ft carpet
३) भाड्याची रक्कम :- 260/-
१५. लिव्ह अँड लायसन्सचा दस्त :
१) प्रतिमाह भाडे रक्कम :- _____
वृत्तामस रक्कम / आगाव भाडे : _____
२) कालावधी :- _____
१६. निर्धारित केलेले बाजारमूल्य:- 260 29500/-
१७. दस्तामध्ये दर्शविलेली मोबदला:- _____
१८. देय मुद्रांक शुल्क :- 2000/-
१९. देय नोंदणी फी :- 1000/-



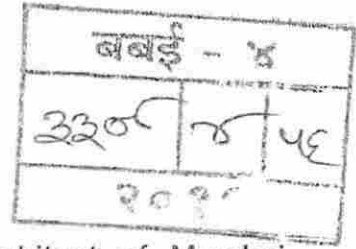
लिपिक

सह दुय्यम निबंधक



- 1 -

AGREEMENT FOR PERMANENT ALTERNATE ACCOMMODATION

This Agreement for Alternate Accommodation is made and entered into at Mumbai on this ¹⁹20 day of March 2019 between Seth Damodar Hirji and Bal Devkavahu Charity Trust, a public / private charitable trust registered under the Bombay Public Trust Act 1950 under Registration No. A-1626 (Mum) and having its registered office at 1/103, Varma Nagar, Old Nagardas Road, Andheri (East), Mumbai – 400 069. hereinafter referred to as **“THE PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the present Trustees, and or their successors in office) of the One Part.

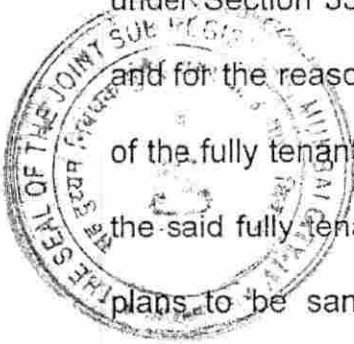


Mr. **VINOD RAMDHANI PATEL**, adult Indian inhabitant of Mumbai, Resident & Tenant of Room No. 10, First Floor, Damodar Bhavan Building, Survey No. 16 of Malabar Cambala Hill Division, Banganga 2nd Cross Lane, Walkeshwar, Mumbai – 400 006, hereinafter referred to as **“THE TENANT / ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof always mean and include him/her, his/her heirs, successors, executors, administrators, assigns) of the OTHER PART.

WHEREAS:

- (i) Seth Damodar Hirji and Bal Devkavahu Charity Trust is well seized and possessed of All that piece and parcel of land admeasuring 194 square yards equivalent to 162.21 square meters bearing Cadastral Survey No. 16 of Malabar Cambala Hill Division within the Registration District and Sub-District of Mumbai City at Banganga 2nd Cross Lane, Walkeshwar, Mumbai – 400 006. (hereinafter referred to as the said property) and more particularly described in the Schedule herein under written.
- (ii) On the said property there was a fully tenanted structure of Ground + 2 floors and consisting of 15 residential tenants.
- (iii) The fully tenanted structure standing on the said property and the surrounding boundary walls of the said property were in a dilapidated and a precarious condition because of its close proximity to the sea and the same was declared unsafe by the Municipal Corporation of Greater Mumbai and they issued notice a notice under Section 354 of The Bombay Municipal Corporation Act, 1888 and for the reason "THE OWNERS" introduced to the said tenants of the fully tenanted structure a redevelopment scheme to redevelop the said fully tenanted structure into building in accordance with the plans to be sanctioned by the Municipal Corporation of Greater Mumbai.

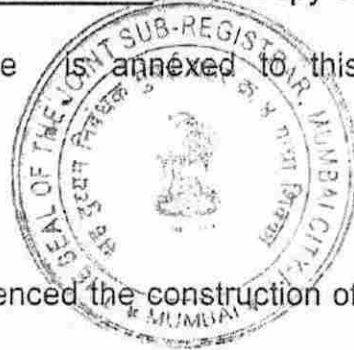


3200 - 4	
3200	y/ll
2000	

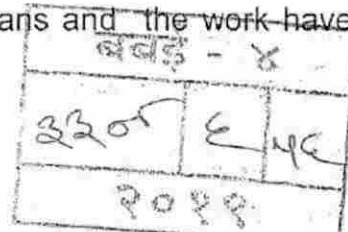
Handwritten signature

- 3 -

(iv) Pursuant thereto "THE OWNERS" made application to the Building Proposal Department of the Municipal Corporation of Greater Mumbai and the Executive Engineer (Building Proposal) City – I of the Municipal Corporation of Greater Mumbai issued Intimation of Disapproval (IOD) bearing No. EB/6842/D/A dated 06/11/2015 in respect of the said redevelopment and further the Assistant Engineer (Building Proposals) [City] D Ward have also issued Commencement Certificate bearing No. EB/6842/D/A dated 24/10/2016. The said Commencement Certificate is as per the approved plans and the said Commencement Certificate was valid till 23/10/2017 and thereafter the same has been revalidated on _____ and the same is valid till _____, a copy of the said I.O.D. is annexed to this agreement as Annexure " and a copy of the said New Commencement Certificate is annexed to this agreement as Annexure ".



(v) "THE OWNERS" have accordingly commenced the construction of the new building known as Damodar Bhavan, comprising of Stilt + 7 upper floors in accordance with the said plans and the work have been completed.



(vi) "THE OWNERS" were therefore fully entitled to re-develop the said property and construct building/s thereon in accordance with the plans to be sanctioned by the Municipal Corporation of Greater Mumbai. "THE OWNERS" have to approve the plans from the concerned local authority, the specifications, elevation, sections and details of the said new buildings to be constructed on the said property.

Handwritten signature: Nivoo Patel

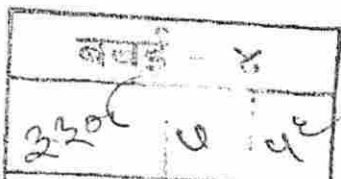
- 4 -

- (vii) "THE TENANT / ALLOTTEE" is the tenant of "THE OWNERS" and "THE TENANT / ALLOTTEE" and was is in possession of the premises Room No. 10 on the First Floor, of Damodar Bhavan admeasuring 95.00 square feet of carpet area and paying monthly Rent Rs.240 /- (Rupees Two Hundred Sixty.) (hereinafter referred to as the said "existing premises")
- (viii) "THE OWNERS" have already commenced the process of reconstruction and redevelopment of the said property and have offered "THE TENANT / ALLOTTEE" to provide alternate premises on ownership basis in the newly proposed new building free of costs in lieu of the irrevocable consent of "THE TENANT / ALLOTTEE" given to "THE OWNERS" by "THE TENANT / ALLOTTEE" and "THE OWNERS" have undertaken for re-development of the said property as per the provision of Development Control Regulation 33(6) of The Development Control Regulations for Greater Bombay, 1991 (as amended up-to-date).
- (ix) For the proposed re-development "THE OWNERS" have accepted Architect A.P. Dharia of M/s. Seth Damodar Hirji and Bal Devkavahu

Charity Trust.



"THE OWNERS" have also appointed Structural Engineers for the preparation of the structural design and drawing of the new buildings and the development shall be under the professional supervisions of Hanware Consultants as the Structural Engineers till the completion of the new building.



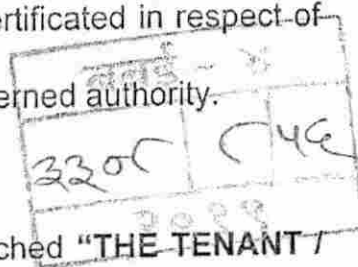
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(xi) In accordance with the plans sanctioned and/or to be amended by the Municipal Corporation of Greater Mumbai, "THE OWNERS" are developing the said property more particularly described in the First Schedule hereunder written and are constructing thereon building to be known as "Damodar Bhavan consisting of Stilt + 7 upper floors.

(x) While sanctioning the said plans in respect of the new construction on the said property, the concerned local authority and/or government has laid down certain terms, conditions, stipulation and restrictions which are to be observed and performed by "THE OWNERS" while developing the said property and the said buildings thereon and upon due observance and performance of which only the completion and occupation certificated in respect of the said building shall be granted by the concerned authority.

(xi) With the view "THE OWNERS" had approached "THE TENANT / ALLOTTEE". "THE TENANT / ALLOTTEE" has already handed over to "THE OWNERS" the said existing premises for purpose to development of construction of new building on the above said site and the existing structure known as Damodar Bhavan has been demolished and the new building now has been constructed i.e. all Slabs, Brick Work, Internal Partitions have been completed and the plumbing, electrical and plastering work is completed. "THE TENANT / ALLOTTEE" have also agreed to the proposal of "THE OWNERS" for development of his/her premises by "THE OWNERS". It is also agreed that the new premises shall be given on ownership basis to "THE TENANT / ALLOTTEE" in lieu of



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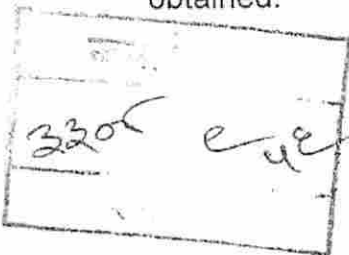
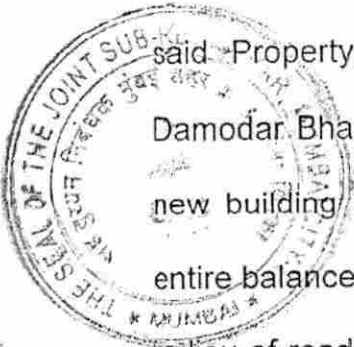
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his/her handing over possession of his old existing premises in the said Damodar Bhavan. "THE TENANT / ALLOTTEE" has agreed to vacate the said existing premises occupied by him/her on the following terms & conditions arrived at between "THE OWNERS" and "THE TENANT / ALLOTTEE".

- (xii) "THE OWNERS" are entering the separate agreements with the tenants/occupants as also with several other persons and parties for the sale of flat/shop etc. in the said new building.
- (xiii) Any prior or existing agreement and/or understanding if any made between "THE OWNERS" and "THE TENANT / ALLOTTEE" hereby stands cancelled on the execution of these presents.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. "THE TENANT / ALLOTTEE" doth hereby irrevocably accept "THE OWNERS" herein as "THE OWNERS" for the redevelopment of the said Property and confirm that the existing building known as Damodar Bhavan has been demolished and the construction of the new building thereon is completed by utilizing and consuming the entire balance and unutilized FSI, fungible FSI thereof, TDR FSI, FSI in lieu of road set back and additional and future FSI that may arise in whatsoever manner on the said Property and O.C has been obtained.



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2. "THE OWNERS" shall re-construct the said new building called "Damodar Bhavan" or in any other name on the said property more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specification approved by the concerned local authorities. "THE OWNERS" have the right to amend and/or modify the said plans for smooth and better development of the said property without any reference to "THE TENANT / ALLOTTEE".
3. In lieu of "THE TENANT / ALLOTTEE" irrevocable consent to "THE OWNERS" thereby surrendering his/her their tenancy rights in the said existing premises as recited above including all his other rights, title, interest (if any) and possession of the said existing premises, "THE OWNERS" have agree to provide to "THE TENANT / ALLOTTEE" as and by way of permanent alternate accommodation on ownership basis and free of cost, namely Flat No. 502 of 350 square feet Carpet area inclusive of flower bed, balcony, passages, and other such useable area on the 5th floor (hereinafter referred to as the said premises), hereto annexed and marked Annexure ___ is a copy of the floor plan of the said premises and more particularly described in the Second Schedule herein under written.
4. "THE TENANT / ALLOTTEE" further agrees that he/she and any person through him/her shall not cause any nuisance obstruction, hindrance, problem and / or disturbance to "THE OWNERS", their men, laborers, machines and materials on site of



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the buildings before, during or after the construction of the new buildings. "THE TENANT / ALLOTTEE" further agrees that all the earth, mud, stone, rabbles, minerals and material dug up and all the wood and iron materials removed out of the old structures are the exclusive property of "THE OWNERS" and "THE TENANT / ALLOTTEE" does not have any claim of any nature whatsoever on such material.

5. "THE TENANT / ALLOTTEE" further agrees that he/she shall not ingress on the construction site and if he/she does so, it shall be at his/her own risk and "THE OWNERS" shall be responsible for any accident, loss or damage caused to "THE TENANT / ALLOTTEE" or his/her person due to his/her presence on the construction site and he/she shall not claim nor he/she shall be entitled for any compensation from "THE OWNERS" for the same.

6. "THE OWNERS" and/or their nominees shall develop the said Property under D.C. Regulations and construct a building comprising of ground, and such upper floors by utilizing the entire FSI, additional FSI, fungible FSI and TDR FSI including all other benefits by whatever name called as may be available in respect of the said Property and in accordance with the plans that may be sanctioned by the MCGM/MHADDA/SRA and amended from time to time. It is hereby agreed by and between the parties hereto that "THE OWNERS", if considered necessary or as may be required by the concerned local authority/MCGM, "THE OWNERS" shall be

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plans, specifications, drawings and designs provided such amendments do not in any manner reduce carpet area or specification and amenities in the said new premises to be allotted to **"THE TENANT / ALLOTTEE"**.

7. Accordingly, **"THE TENANT / ALLOTTEE"** hereby expressly consent/s to **"THE OWNERS"** making variations or modifications in the said plans as they may deem fit so long as the area of the said new premises agreed to be allotted to **"THE TENANT / ALLOTTEE"** remains unchanged. **"THE OWNERS"** shall also be entitled to put up additional construction/further construction and or put additional building for the purpose of utilizing the available FSI, additional FSI, fungible FSI and TDR FSI and other benefits as set out herein. **"THE OWNERS"** shall not be required to take any further permission of **"THE TENANT / ALLOTTEE"** for the same. The consent granted by **"THE TENANT / ALLOTTEE"** herein shall be construed as irrevocable consent as envisaged under Section 7(1)(ii) of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

8. It is expressly agreed, understood and **"THE TENANT / ALLOTTEE"** confirms that the entire sanctioned FSI for the redevelopment of the said Property in excess of the FSI required to construct the **"THE TENANT / ALLOTTEE's"** New Area will belong exclusively to **"THE OWNERS"** and **"THE TENANT / ALLOTTEE"** shall not demand or be entitled to any further area or consideration from **"THE OWNERS"** for the excess area.

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9. "THE TENANT / ALLOTTEE" hereby agrees, declares and covenants that:

(a) He/she/they is/are fully and effectually entitled to the tenancy rights of the said existing premises and that save and except himself / herself /themselves nobody has got any claim or right, title and interest in the tenancy right of the said existing premises.

(b) He/she/they has/have not created any third party rights, in respect of the said existing premises or part thereof and that He/she/they and the members of their family alone are in actual use occupation and possession of the same.

(c) "THE OWNERS" shall not be providing the temporary alternate accommodation to "THE TENANT / ALLOTTEE" on execution of this agreement. "THE TENANT / ALLOTTEE" has already handed over quiet, vacant and peaceful possession of the said existing premises to "THE OWNERS" for its demolition and re-development of the said property; and

(d) "THE OWNERS" shall further not pay any amounts to "THE TENANT / ALLOTTEE" for transit accommodation and further shall not pay any shifting charges / brokerage charges. "THE TENANT / ALLOTTEE" shall make their/his/her own arrangement of transit accommodation elsewhere outside the



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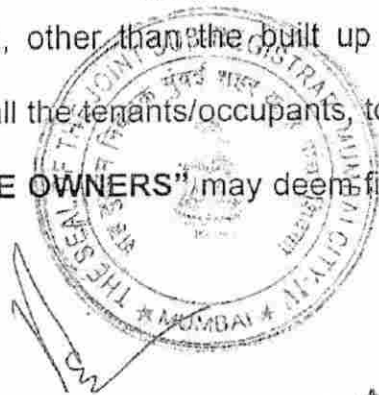
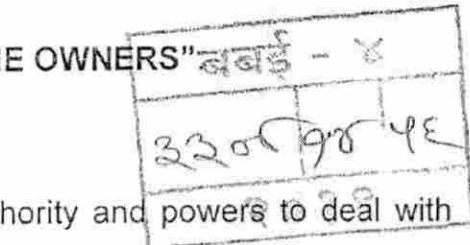
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plot under reference and "THE TENANT / ALLOTTEE" shall not ask by rent/deposit or remuneration/expenses towards transit accommodation from "THE OWNERS".

(e) He/she/they shall upon receipt of the notice from "THE OWNERS" that the said permanent Alternative Accommodation is ready for occupation and should shift to the Permanent Alternative Accommodation within seven days.

10. Till the time "THE TENANT / ALLOTTEE" is provided with the permanent alternate accommodation as provided herein, the tenancy right of "THE TENANT / ALLOTTEE" to the existing premises shall continue on "THE TENANT / ALLOTTEE" provided with the permanent accommodation and shifts to the permanent alternate accommodation on ownership the tenancy rights to "THE TENANT / ALLOTTEE" to the existing premises will if so fact to come to an end. Provided however "THE TENANT / ALLOTTEE" cannot sell or assign his rights under no circumstances without obtaining a written consent from "THE OWNERS"

11. "THE OWNERS" have absolute authority and powers to deal with and sale the balance Built up Area, other than the built up area agreed to be allotted or allocated to all the tenants/occupants, to any prospective buyer at the rate as "THE OWNERS" may deem fit and proper.



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12. The Fixture, fitting and standard amenities to be provided by "THE OWNERS" in the said building and the said premises are those that are set out in the List of Amenities more particularly described in the Annexure ' ' hereto.

13. "THE OWNERS" will give possession of the permanent alternate accommodation i.e. the said premises to "THE TENANT / ALLOTTEE" within about 12 months from the date of full commencement certificate, subject to "THE TENANT / ALLOTTEE" having handed over timely vacate possession of the existing premises to "THE OWNERS". "THE TENANT / ALLOTTEE" hereby agreed that if the possession is delayed due to:

(a) subject to the act of God, viz. force majeure and/or Act of State and other circumstances beyond the control "THE OWNERS" including change in D.C. Rules affecting the said

construction and development on the said Property, "THE

OWNERS" will complete construction of the new building on

the said property and shall hand over quiet, vacant and

peaceful possession of the said new premises in the newly

constructed building to "THE TENANT / ALLOTTEE" within a

period of 12 months (with a grace period of 12 months i.e. in

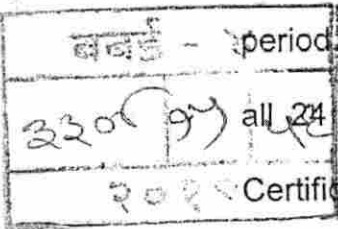
all 24 months) from the date of receipt of Commencement

Certificate (C.C.) from the Municipal Corporation of Greater

Mumbai. "THE OWNERS" shall ensure that when possession

is offered to "THE TENANT / ALLOTTEE" "THE OWNERS"

have obtained part/full Occupation Certificate from the



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Municipal Corporation of Greater Mumbai and the Building is complete in all respect including amenities with water connection as per Section 270A of The Bombay Municipal Corporation Act, 1888 and electricity connection in the new building is given by "THE OWNERS" to "THE TENANT / ALLOTTEE". It is however, agreed and understood between the parties hereto that while calculating the said period of ___ months, anytime lost on account of fire, earthquake, flood, war, act of god, shortage in supply of building materials, orders of restrained or injunction passed by any Court or other Competent Authority or any other force majeure or condition or any change in D. C. Rules or any accident on site of work beyond the control of "THE OWNERS" shall be excluded;

- (b) Reasons beyond control of "THE OWNERS" of
- (c) Non-availability of steel and/or cements or any such building material or by reasons of war, civil commotion or any act of god or any prohibitory order of any court against development of property; or
- (d) Any notice order rules notification of the Government and/or other public or competent authority or;
- (e) Changes in any rules regulations bye-laws of various statutory bodies and authorities affecting the development and the project; or



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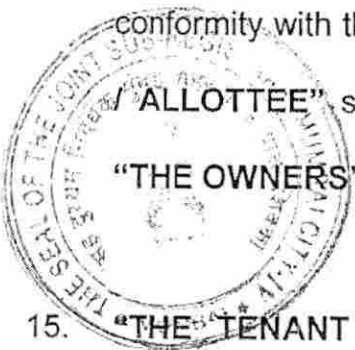
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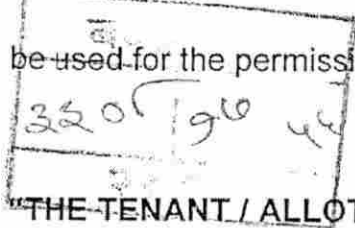
- (f) Delay in grant of any NOC/permission/licenses/connections for installation of any services such as lift, electricity and water connections and members to the project/flat/road or completion certificate from appropriate authority; or

In the event the period of possession will automatically and accordingly stand extended.

14. Upon taking possession of the said premises "THE TENANT / ALLOTTEE" shall not be entitled to complain about any item of work of construction alleged to be defective or inferior provided it being understood that "THE TENANT / ALLOTTEE" shall take possession of the said premises after satisfying the same in conformity with the provisions of the Agreement and "THE TENANT / ALLOTTEE" shall have no claim of whatsoever nature against "THE OWNERS" in that behalf.



15. "THE TENANT / ALLOTTEE" shall use the said permanent alternate accommodation or any part thereof or permit the same to be used for the permissible purpose of residential/shop/godown.



16. "THE TENANT / ALLOTTEE" along with other tenant-allottees (who have entered into similar arrangements with "THE OWNERS") and purchasers of premises in the building shall join in forming and registering an Association of Apartment Owners or society or a limited company (at the sole option of "THE OWNERS" herein) as may be decided by "THE OWNERS" to known by such name as

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“THE OWNERS” may decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be and for this purpose also from time to time sign and execute the applications for registration and for membership and to sign other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to “THE OWNERS” within seven days of the same being forwarded by “THE OWNERS” to “THE TENANT / ALLOTTEE”, so as to enable “THE OWNERS” to register the said organization under section 10 of the Maharashtra Ownership flats (Regulation of the promotion of construction, sale, management and Transfer) Act, 1964 and within the time limit prescribed by Rule 8 of Maharashtra Ownership flats (Regulation of the promotion of construction, Sale, management and Transfer) Rules, 1964. No objection shall be taken by “THE TENANT / ALLOTTEE” if any changes or modification are made in the draft byelaws of the Memorandum and/or Articles of Association as may be required by the registrar of Co-operative Societies or the registrar of Companies as the case may be or any other competent authority.



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- In case the Deed of Conveyance is executed in favour of the Ultimate Body before the disposal by “THE OWNERS” of all the units and other premises in the said buildings, then and in such case “THE OWNERS” shall join in as the Promoter/Member in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of “THE

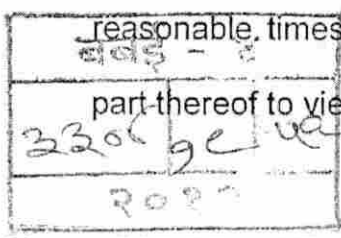
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OWNERS””, (the realizations belonging to “THE OWNERS” alone), the Ultimate Body shall admit as members The Purchasers of such premises without charging any premium or any other extra payment.

18. “THE TENANT / ALLOTTEE” further agrees and accepts that from the date of the said permanent alternate Accommodation is being ready for possession, “THE TENANT / ALLOTTEE” shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the accommodation) of all outgoings in respect of the said property and building viz local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities.



19. After the possession of the said premises is handed over “THE TENANT / ALLOTTEE” shall permit “THE OWNERS” and their surveyors or agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and conditions thereof.



20. “THE TENANT / ALLOTTEE” shall not use the said premises or permit the same to be used for any purpose other than the earmarked user nor for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other shops/flats in the building, or to owners or to occupiers of the neighboring properties, nor for any illegal or immoral purposes.

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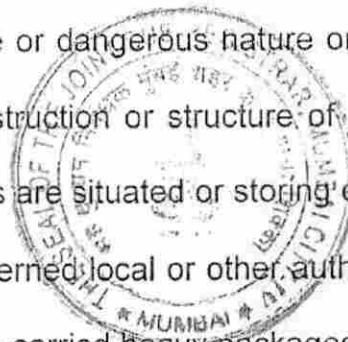
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21. "THE TENANT / ALLOTTEE" himself with intention to bind himself and all person into whomsoever hands the said premises come to his/her/theirs successors-in-title both hereby covenant with "THE OWNERS" as follows:

(a) To maintain the said premises at "THE TENANT / ALLOTTEE" cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises are situated which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change, alter or make addition in and/or to the building in which the said premises are situated.

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(b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floor which may damage or any likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situate including entrances of the building and in case of any damage caused to the building on account of negligence or default of "THE TENANT /

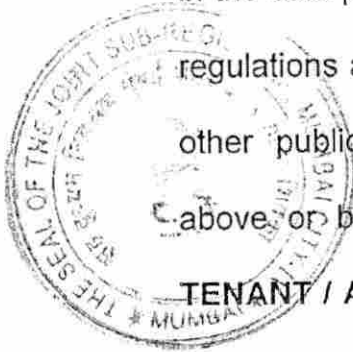


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ALLOTTEE" in his behalf, "THE TENANT / ALLOTTEE" shall be liable to pay or make good the damage incurred or caused due to the default of "THE TENANT / ALLOTTEE" whatsoever.

- (c) To carry out his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by "THE OWNERS" to "THE TENANT / ALLOTTEE" and in tenantable repairs and shall not do or allow or suffer to be done anything in the said premises or to the building in which the said premises situate, or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authorities or other public authority which may endanger the premises above or below the said premises. In the event of "THE TENANT / ALLOTTEE" any act in contravention of the above provisions the purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or



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- (c) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof nor any alterations in the elevation and outside colour scheme of building in which the said premises are situated and shall keep the premises,

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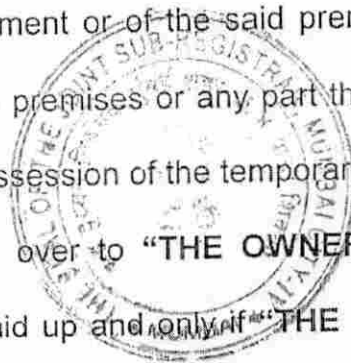
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sewers, drains, pipers in the said premises and appurtenances thereto in good tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damages columns beams walls slabs or RCC pardis or other structural members in the premises without prior written permission of "THE OWNERS" and/or society or the limited company or the local authority as the case may be :

- (e) Not to throw dirt, rubbish rags garbage or other refuse or permit the same to thrown from the said premises in the compound or any other portion of the said property and the building in which the said premises are situate.

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- (f) "THE TENANT / ALLOTTEE" shall not let, sublet transfer assign or part with "THE TENANT / ALLOTTEE" interest or benefit factor of this Agreement or of the said premises part with possession of the said premises or any part thereof until the vacant and peaceful possession of the temporary alternate accommodation is handed over to "THE OWNERS" under this Agreement are fully paid up and only if "THE TENANT / ALLOTTEE" has not been guilty of breach or non observance of any of the terms and conditions of this agreement and until "THE TENANT / ALLOTTEE" has obtained specific permission in writing of "THE OWNERS" for the purpose. Such transfer shall be only in favour of the transferee as may be approved by "THE OWNERS" and not otherwise.



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- (g) It is further agreed and understood that **"THE TENANT / ALLOTTEE"** shall not make any alteration in the elevation (including in the grills) and outside colour scheme of the proposed new building and/or colour scheme of the sliding windows if any provided;
- (h) It is further agreed and understood that the common terrace above the top most floor of the said new building excluding water tank, lift, machine room as well as any other amenities or facilities that may be provided for the benefit of all the occupants of the new building shall always absolutely and exclusively belong to **"THE OWNERS"** and **"THE OWNERS"** have full right, absolute authority, and unfettered discretion to use the same as terrace garden or in any lawful manner. **"THE TENANT / ALLOTTEE"** shall be entitled to have 24 hrs access to such portion of the common terrace where the water tank, lift machine room are located for carrying out maintenance and repair work to the water tank, lift machine room as well as any other amenities or facilities that may be provided by **"THE OWNERS"** on the said terrace for the benefit of all the occupants of the new building and **"THE OWNERS"** have agreed that separate entrance to the utilities on the terrace would be provided for **"THE TENANT / ALLOTTEE"**;

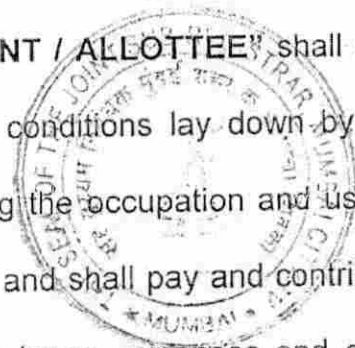


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- (i) Till the deed of conveyance of the said property along with building in which the said premises are situated is executed "THE TENANT / ALLOTTEE" shall permit "THE OWNERS" and their surveyors and agents with or without workmen and others at all reasonable times, to enter in to and upon the said land and building or any part thereof to view and examine the state and condition thereof or to repairs and remove any disrepair.
- (j) "THE TENANT / ALLOTTEE" shall observe and perform all the rules and regulations which the society/limited company may adopt at its inception and the additions, alteration or amendments thereof that may be made from time for the protection and maintenances of the said building and the premises therein and for the observance and performance of the building rules and regulation and bye-laws for the time being of the concerned local authorities and government and other public bodies. "THE TENANT / ALLOTTEE" shall also observe all the stipulations and conditions lay down by the society/limited company regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoing payable by him in accordance with the terms of the agreement.



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22. The said Permanent Alternate Accommodation is being granted in lieu of the existing tenanted premises.



23. After the possession of the said premises is handed over to "THE TENANT / ALLOTTEE" if any additions or alterations in or about or relating to the said building or thereafter be required to be carried out by the Government, Municipality or any other statutory authority, the same shall be carried out by "THE TENANT / ALLOTTEE" of the said premises in the said building at his own costs and "THE OWNERS" shall not be in any manner be liable or responsible for the same.

24. "THE TENANT / ALLOTTEE" shall not do or permit to be done any act or thing which may render void or voidable any insurance of any Shop or in any part of the said building, or cause any increased premium to be payable in respect thereof.

25. Nothing contained in this Agreement is intended to the nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part thereof.



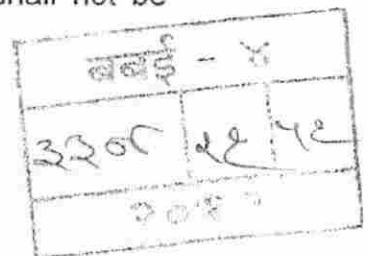
"THE TENANT / ALLOTTEE" shall have no claim save and except in respect of the particular premises. The remaining portion of property i.e. other than the area of "THE TENANT / ALLOTTEE" other unsold flats/car parking space, common areas etc shall be the property of "THE OWNERS" until the whole of the said property and or any part thereof with building constructed thereon is assigned to the condominium co-operative society as mentioned herein.

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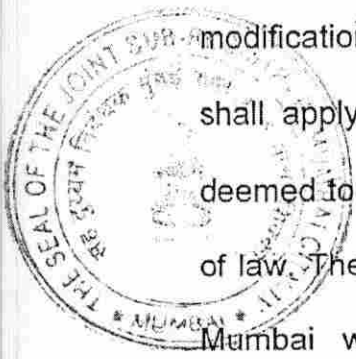
26. "THE TENANT / ALLOTTEE" shall maintain at his own costs the said premises agreed to be allotted to him in the same good condition, state and order in which it is delivered to him and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai, and the B.E.S.T. and any other authorities or local bodies and shall attend, answer and be responsible for all actions and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in the Agreement.
27. "THE TENANT / ALLOTTEE" hereby declares that they have gone through the Agreement and has expressly understood the contents, terms and condition of the same and has agreed to the same as binding.
28. That "THE TENANT / ALLOTTEE" shall indemnify and keep indemnified "THE OWNERS" against any one lawfully claiming the tenancy rights in respect of the said existing premises and/or said new permanent alternate accommodation in lieu thereof when constructed.
29. All expenses in respect of this agreement including the stamp duty and registration fees and any expenses incidental thereto payable with respect to this agreement as well as any further documents to be executed pursuant there to shall be borne and paid by "THE OWNERS" alone and "THE TENANT / ALLOTTEE" shall not be liable or responsible for the same.



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30. This Agreement shall always be subject to the provisions of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under or other provisions of law applicable thereto.

31. All matters, disputes and questions whatsoever arising amongst the parties during the continuance of this Agreement or touching these presents and the construction or application thereof or any account, valuation or division of assets, debts and liabilities to be made or as to any act of omission by any parties or as to any matter or matters relating to the business or affairs thereof or rights, duties or liabilities of any party under these presents shall be referred to the single arbitration by mutual consent of parties however in case of non agreeable to the appointment of mutual arbitrator then in that event the parties shall approach the High Court of Judicature at Bombay for appointment of Arbitrator. After the appointment of the Arbitrator by the Hon'ble Court the award made by such arbitrator shall be final and binding on all the parties and the provisions of the Arbitration and Conciliation Act 1996, in force



modification or re-enactment thereof for the time being in force shall apply to all such arbitration proceedings and shall be deemed to be a condition precedent before resorting to any court of law. The Arbitration shall be held at Mumbai and courts in Mumbai will have jurisdiction on the subject matter of the Agreement. The language of the proceeding shall be English.

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