## **BUILDERS & DEVELOPERS**

7, Neelkanth Shopping Centre, 2nd Floor, Navroji Lane, Cama Galli, Ghatkopar (West), Mumbai - 400 086

Ref.:

Date

### RECEIPT

Date: 15<sup>th</sup> December, 2021.

Received from the Purchaser Mr. Danendra Korogu Shetty, a sum of Rs. 12,00,000/-(Rupees Twelve Lakhs only) being part consideration of Flat No. 603, 6<sup>th</sup> Floor, in "C" Wing of the building known as SAI SADAN, situated at Shastri Nagar, Bal Rajeshwar Road, Mulund (West), Mumbai – 400080.

Bank Name and Branch	Cheque No. /	Dated	Amount (Rs.)
	RTGS / IMPS	rb	
Karnataka Bank Panvel Branch	RTGS	20/08/2019	2,00,000/-
Karnataka Bank. Panvel Branch	RTGS	28/08/2019	2,50,000/-
Karnataka Bank Panvel Branch	RTGS	29/08/2019	2,00,000/-
Karnataka Bank Panvel Branch	RTGS	30/08/2019	2,50,000/
Karnataka Bank Panvel Branch	RTGS	11/09/2019	3,00,000/-
Total		·	12,00,000/-

We say Received Rs. 12,00,000/-(Rupees Twelve Lakhs only) by RTGS / cheque.

Shree Siddhivinayak Construction Company through its Authorised Signatory

Witness:

1.

2.





## **BUILDERS & DEVELOPERS**

7, Neelkanth Shopping Centre, 2nd Floor, Navroji Lane, Cama Galli, Ghatkopar (West), Mumbai - 400 086

- Ref.:

### NOC

Date

Date: 07/12/2021

To, The Branch Manager STATE BANK OF INDIA RACPC GHATKOPAR WEST BRANCH GHATKOPAR MUMBAI 400086.

Dear Sirs/ Madam:

**Re**: Permission to mortgage **Flat no. 603**. on the 6<sup>TH</sup> **floor** of the building proposed to be named as C WING **SAI SADAN situated at Shastri Nagar, Vaishali Nagar, Balrajeshwar Road, Mulund West Mumbai 400080** (Hereinafter referred to as the "said Property") in favour of **STATE BANK OF INDIA RACPC** 

1. This is to confirm that we have allotted/sold Flat no. **603 C WING** Admeasuring **225 sq. ft. (carpet area)** on the **6**<sup>TH</sup> **. floor** (said flat) of the building proposed to be named as SAI SADAN Situated at Shastri Nagar, Vaishali Nagar, Balrajeshwar Road, Mulund West Mumbai 400080.constructed by us to **Mr. DANENDRA KUROGU SHETTY** under an Agreement for Sale/ Sale Deed dated **19/11/2019** Registered with office of the Sub-Registrar of Assurance KURLA on **19/11/2019** under Sr .No. **KRL1\_JT SUB REGISTRAR KURLA No 1** 

2. We confirm that we have obtained necessary permissions/ approvals/ sanctions for construction of the said building from all the concerned competent authorities and the construction of the building as well as of the said flat are in accordance with the approved plans. We assure that the said flat as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable. We have a clear, legal and marketable title to the said property and every part there of. We further confirm that we have **not availed** project Finance for the project.

07/12/2021



## **BUILDERS & DEVELOPERS**

7, Neelkanth Shopping Centre, 2nd Floor, Navroji Lane, Cama Galli, Ghatkopar (West), Mumbai - 400 086

• Ref.:

Date

3. Mr. DANENDRA KUROGU SHETTY has paid an amount of Rs.12,00,000/(Rupees Twelve Lakhs only) and a sum of Rs. 48,00,000/- (Rupees FOURTY EIGHT Lakhs only) remains to be paid towards the cost of the said flat as per Sale Agreement dated 27/08/2021

 Possession of the said flat will be hand over to Mr. DANENDRA KUROGU SHETTY after receiving full and final consideration as per the agreement dated 19/11/2019

5. We are aware that the said Borrower has approached **STATE BANK OF INDIA RACPC** for a loan for purchasing / acquiring the said flat and that **SBI** has agreed to sanction / grant the loan to the said Borrower to purchase / acquire the above flat and the said Borrower has agreed to mortgage the said flat in favour of **SBI** as security for the said loan. We hereby confirm that we have no objection to the said Borrower mortgaging the said flat to **SBI** by way of security for repayment of the said loan.

AND notwithstanding anything to the contrary contained in the said Agreement for Sale, we hereby agree to note the aforesaid charge in our books in respect of the said flat and the said Borrower will not be permitted to transfer, assign, sell off / cancel or in any other way / manner deal with the said flat prejudicial to the interest of the aforesaid mortgagee without the prior written consent of **SBI**.

We also undertake that the original title deed of the said Flat along with peaceful and vacant possession thereof will be delivered to STATE BANK OF INDIA RACPC A/c Mr. DANENDRA KUROGU SHETTY



## **BUILDERS & DEVELOPERS**

7, Neelkanth Shopping Centre, 2nd Floor, Navroji Lane, Cama Galli, Ghatkopar (West), Mumbai - 400 086

Ref.:

Date

6. We undertake to form a Co-operative Society under the Maharashtra Flat & Apartment Ownership Act of the premises/flat holders in the aforesaid building within the statutory period and also further undertake to get the Deed in respect of the said property executed in favour of the Co-operative Society to be formed. And we agree to inform and give proper notice to the Cooperative Society as and when formed, about and said unit/flat being so mortgaged to **SBI** As and when a Co-operative Housing Society will be formed, the **STATE BANK OF INDIA RACPC** charge as aforesaid will be duly registered in the Society' Books. The Share Certificates as and when issued in the name of **Mr. DANENDRA KUROGU SHETTY** will be sent by the Society directly to the **STATE BANK OF INDIA RACPC** . with noting your charge and lien on the said Share Certificate. We shall request the Society to accept **STATE BANK OF INDIA RACPC** as a nominee of **Mr. DANENDRA KUROGU SHETTY** in their register and to agree to his creating a mortgage in due course of his title to the Flat together with proportionate share in the land along with his percentage of undivided interest in the common areas and facilities appurtenant to the said Flat in favour of the **STATE BANK OF INDIA RACPC** 

7. We further undertake to obtain prior permission of the **STATE BANK OF INDIA RACPC** in the event the builders exercise the option to terminate the agreement with the borrower/purchaser. And we futher undertake to refund the entire amount deposited along with interest in borrowers's loan a/c with **STATE BANK OF INDIA RACPC** without any reference to the borrower.

Yours faithfully,

For SHREE SIDDHIVINAYAK CONSTRUCTION COMPANY

12/2021

(LAXMAN DHANJI SENGHANI)



## BUILDERS & DEVELOPERS

7, Neelkanth Shopping Centre, 2nd Floor, Navroji Lane, Cama Galli, Ghatkopar (West), Mumbai - 400 086

Date

RECEIPT

## Date: 10<sup>th</sup>DECEMBER2021.

Received from the Purchaser **MR**. **DANENDRA KUROGU SHETTY**, a sum of **Rs**. **6,00,000/- (Rupees SIX Lakhs only)** being part consideration of Flat No. 603, 6TH Floor, in "C" Wing of the building known as SAI SADAN, situated at Shastri Nagar, Bal Rajeshwar Road, Mulund (West), Mumbai – 400080...

BANKNAME	IMPS/NEFT/CHEQUE NO.	DATED	AMOUNT
KARNATAK BANK	CHQ NO. 156566	10/12/2021	2,00,000/- 🗸
KARNATAK BANK	IMPS	10/12/2021	2,00,000/-
KARNATAK BANK	IMPS	10/12/2021	2,00,000/-
TOTAL			6,00,000/-

We say Received Rs. 6,00,000/-(Rupees SIX Lakhs only) by RTGS / cheque.

## ShreeSiddhivinayakConstructionCompany

throughits partner Laxman Dhanji Senghani (Patel)



Witness:

1.

Ref.:

2.



## **BUILDERS & DEVELOPERS**

7, Neelkanth Shopping Centre, 2nd Floor, Navroji Lane, Cama Galli, Ghatkopar (West), Mumbai - 400 086

Ref.:

Date

DATE: 08/12/2021

τo,

THE BANK MANAGER

STATE BANK OF INDIA RACPC

GHATKOPAR WEST BRANCH

MUMBAI 400086

#### SUB : QUERIE REGARDING FLAT NO : C/603

DEAR SIR / MADAM

AS PER THE TRANSIT CAMP BUILDING NO : B, BUILDING NO. C, AND BUILDING NO. D.

GROUND FLOOR NAMED AS A/1, A/2, A/3, A/4 . etc. ,  $1^{ST}$  FLOOR NAMED AS B/1, B/2, B/3, B/4 etc.  $2^{ND}$ FLOOR NAMED AS C/1, C/2, C/3, C/4 etc.  $3^{RD}$  FLOOR NAMED AS D/1, D/2, D/3, D/4 etc.  $4^{TH}$  FLOOR NAMED AS E/1, E/2, E/3, E/4 etc.  $5^{TH}$  FLOOR NAMED AS F/1, F/2, F/3, F/4 etc.  $6^{TH}$  FLOOR NAMED AS G/1, G/2, G/3, G/4 etc.  $7^{TH}$  FLOOR NAMED AS H/1, H/2, H/3, H/4 etc.

 TRANSIT CAMP FLAT NO. E/1 IS NOW SEALABLE FLAT C/603 AND THE SAID TENANT IS SHIFTED TO A/305, AND THIS FLAT IS SOLD TO MR. DANENDRA KUROGU SHETTY UNDER AN AGREEMENT FOR SALE DEED DATED : 19/11/2019.

THIS IS FOR YOUR READY REFERENCE AND RECORD

2021

SHREE SIDDHIVINAYAK CONSTRUCTION CO.





## **BUILDERS & DEVELOPERS**

7, Neelkanth Shopping Centre, 2nd Floor, Navroji Lane, Cama Galli, Ghatkopar (West), Mumbai - 400 086

- Ref.:

Date 09<sup>th</sup> December, 2021.

The Branch Manager, State Bank Of India RACPC Ghatkopar (West) Branch, Ghatkopar, Mumbai. 400086

### SUB: CLARIFICATION OF QUERIES RAISED BY YOUR BANK.

Sir / Ma'am,

Please find the clarification of concerns sent by your legal team regarding purchaser Danendra K. Shetty, Flat No. 603 "C" Wing.

1. The tenements were allowed for temporary accommodation in order to save rent amount. Now SRA have passed the order vide dated 10/09/2018 to transfer the said tenements in "E" Wing.

2. The OC for "A" and "E" Wings were received late and due to the Pandemic situation in years 2020 and 2021, we could not shift them to Wing "E" sooner.

3. We have started to sell Flats of the sellable area from 2019 and we are still in the due process of selling Flats. Once all Flats are sold, we shall form the Society.

4. In view of the aforesaid facts, writing this letter for your ready, reference and record.

Sincerely, For Shree Siddhivinayak Construction Company

(Authorised Signatory)







GRN MH010188396202122E	BARCODE			IIII Da	te 15/12/2021-17:	42:23	For	m ID	6(1)	
Department Inspector General (	Of Registration				Payer Deta	ails				
Stamp Duty Type of Payment Stamp Duty			TAX ID / T	AN (If Any)						
			PAN No.(If	Applicable)	EBOPS1561R					
Office Name KRL4_JT SUB REC	SISTRAR KURLA NO 4	4	Full Name		DANENDRA K SH	IETTY				
Location MUMBAI			1							
Year 2021-2022 One Tir	ne		Flat/Block	No.	FLAT NO 603, 61	H FLO	OR, (		IG, SAI 5	ADAN
Account Head Details Amount In Rs.			Premises/	Building						
0030045501 Sale of NonJudicial Stamp 13200.00			Road/Stree	et	BAL RAJESHWAP	ROA	D, M	ULUN	D WEST	
			Area/Loca	lity	MUMBAI					
			Town/City/	District						
			PIN			4	0	0	0 8	0
			Remarks (I	f Any)						
			PAN2=AAACS8577K~SecondPartyName=STATE BANK OF INDIA~CA=4373000							
			Amount In	Thirteen	Thousand Two Hun	dred R	upee	es Onl	у	
Total		13,200.00	Words							
Payment Details IDBI	BANK	<u>^</u>		FC	OR USE IN RECEIV	ING B	ANK	{		
Cheque-	DD Details		Bank CIN	Ref. No.	69103332021121	51928	2 27	18690	)748	
Cheque/DD No.			Bank Date	RBI Date	15/12/2021-17:43	3:33	No	ot Veri	fied with	RBI
Name of Bank			Bank-Branch IDBI BANK							
Name of Branch			Scroll No. , Date Not Verified with Scroll							

Department ID : Mobile No. : 6888855 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुख्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागु आहे . नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही . 6888855595

## 15 DEC 2021

#### MEMORANDUM OF DEPOSIT (BORROWER'S PROPERTY AT RACPC / RCPC / RASMECCC / HOME BRANCH)

(Approved by Corporate Centre, Mumbai vide Memo Number No. CC / LAW / SKS/ 392 dated 2nd April, 2005)

#### MEMORANDUM OF DEPOSIT

Stamp to be paid if required under the stamp law applicable to the State

RACPC Ghatkopar DANENDRA KOROGU SHETTY S/O D/O W/O Mr.KOROGU attended State Bank Mr. OR(S)) of India, day of 20 and met Rovi Daly Shri/Smt. kam (Name Designation) 8 and deposited in the of presence Shri/Smt. Vai bhay (Name & Designation) and Provin Novale (Name & Designation) the documents of title more particularly described in Shri/Smt. Schedule I hereunder written in respect of the property more particularly described in Schedule II hereunder written with an intent to create a first charge by the way of equitable mortgage in favour of the Bank as continuing security for the payment of all the moneys at any time due and payable by him / her to the Bank in respect of the term loan / advance of ₹ 43,73,000.00 (Rupees Forty Three Lakhs Seventy Three Thousand Only) granted to him / her under the Home Loan To NON Salaried scheme together with interest, costs, charges and expenses. RACPC Ghatkopar 1 5 DEC 2021

Mr. DANENDRA KOROGU SHETTY S/O D/O W/O Mr.KOROGU SHETTY also acknowledged that the maximum amount intended to be secured by the said mortgage created on \_\_\_\_\_\_ day of \_\_\_\_20\_\_\_\_ for the purpose of section 79 of the Transfer of Property Act,1882 is ₹43,73,000.00 (Rupees Forty Three Lakhs Seventy Three Thousand Only), without prejudice to his / her liability to the Bank for repayment of all the moneys dues payable by him/her in respect of the term loan of ₹43,73,000.00 (Rupees Forty Three Lakhs Seventy Three Thousand Only) together with interest, costs, and expenses.

While making the delivery of the said title deeds detailed in Schedule I hereunder written he / she also stated that there are no outstanding claims, attachments , notices in respect of any dues against the said property. He/She also confirmed that there are no encumbrances against the said property except those specifically disclosed to the Bank and the title deeds detailed in Schedule I hereunder written are the only documents of title in his/her possession in respect of the immovable property more particularly described in Schedule II hereunder written.

SCHEDULE I

List of documents of Title Deeds 1.ORIGINAL AGREEMENT FOR SALE. 2. BUILDER NOC.3. MARGIN PAID RECEIPTS

#### SCHEDULE II

The property situated at Flat no: 603 adm 225 Sq ft(carpet area) as per RERA on 6th floor in C Wing of the building known as Sai Sadan on land bearing CTS no: 6(part), 7,7/1 to 7/3, 9/1 to 9/4 and 10(part) of Sy no: 256 and 257 of village Mulund(West) Taluka Kurla, Dist Mumbai-400080.

(Give full description of the property mortgaged)

SIGNATURE 1. Shri / Smt.

F. hparde

PF No. 5675626

Mr. Pravin Navale PF No. 5675626

SIGNATURE Rovi Kumor Daly (Signature of Authorized Officer(s) who accepted delivery)

Place: MUMBAI CENTRAL NAVI MUMBAI ZONE III RACPC Ghatkopar Date:

1 5 DEC 2021

Nitt

Mr. Pravin Navale PF No. 5675628		13200
	RACPC Gnatkopar	450
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95	520/2382	पावती		Original/Duplicate
	Thursday,November 25,2021			नोंदणी क्रं. :39म
	12:10 PM			Regn.:39M
			पावती क्रं.: 1722	दिनांक: 25/11/2021
	गावाचे नाव: Mulund			
	फाईलिंगचा अनुक्रमांक: KRL5-2382-20	21		
	दस्तऐवजाचा प्रकार : Notice of Intimat	ion of Mortgag	e by way of Depo	site of title Deed
	सादर करणाऱ्याचे नाव: DANENDRA K	OROGU SHE	ITY 🗸	
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		Filing Fee		रु. 15000.00
		एकूण:		रु. 15300.00
			-	
	सादरकर्ता STATE BANK OF INDIA य कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायवि	ांनी यांचेकडून दि. त्रेंग साठी मिळाली	18/11/2021 रोजी घे	तलेल्या रु.4973000/-

GRN is MH008959682202122E Defaced vide 0004358197202122 Dated.25/11/2021. GRN is MH008918468202122E Defaced vide 0004358187202122 Dated.25/11/2021. PRN is 2011202100351 Defaced vide 2011202100351D Dated.25/11/2021.

Joint and Kurla 5

03/12/2021

Note:-Generated Through eSearch <sup>\*</sup> Module,For original report please contact concern SRO office. Index-II

सूची क्र.2

दुय्यम निवंधक : Joint S.R. Kurla 5 फाईल क्रमांक : 2382/2021 नोदंणी : Regn:63m

	गावाचे  (Village Name) :  Mulund
(1) विलेखाचा प्रकार (Title)	6-Notice of intimation regarding mortgage by way of deposit of Title Deed
(2) कर्जाची रक्कम (Loan amount)	Rs.4973000/-
(3) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) (Property Description)	1) Corporation: मुंबई मनपा Other details: Building Name:SAI SADAN, Flat No:601, Road:SHASTRINAGAR,BAL RAJESHWAR ROAD, MULUND WEST, Block Sector:C WING, Landmark: ( C.T.S. Number: 6PART, 7, 7/1 TO 7/3, 9, 9/1 TO 9/4 AND 10 PART ; )
(4) क्षेत्रफळ (Area)	1) Carpet Area :225.00 Square Feet
(5) कर्ज घेणाऱ्याचे नाव व पत्ता (Mortgagor)	1) Name: DANENDRA KOROGU SHETTY Age: 44, Address: Building Name:SAI DHAM CHS, Floor No:3, Flat No:D-12/13, Block Sector:PLOT NO. 14, SEC. 48, Road:SEAWOODS, City:SEAWOODS, State:MAHARASHTRA, District:THANE, Pin:400706, PAN: EBOPS1561R
(6) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee)	Bank Name: STATE BANK OF INDIA Address: RACPC GHATKOPAR (RGH), MUMBAI
(7) गहाण / कर्जाचा दिनांक (Date of Mortgage )	18/11/2021
(8) नोटीस फाईल केल्याचा दिनांक (Date of filing)	25/11/2021
(9) फायलींग नंबर (Filing No.)	2382/2021
(10) मुद्रांक शुल्क (Stamp Duty)	Rs.15100/-
(11) फायलींग शुल्क (Filing Amount)	Rs.15600/-
(12) Date of submission	20/11/2021
(13) शेरा (Remark)	-

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दस्तऐवजाचा प्र	कार : Notice of Inti	mation of Mor	tgage by way of D	Deposite of title
Deed				
सादर करणाऱ्य	ाचे नाव: DANENDR	A KOROGU S	HETTY	
		Document	Handling	रु. 300.00
		Filing Fee		হ. 15000.00
		एकूण	т.	रु. 15300.00
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(प्र) सह. दुय्यम निबंधक कुर्ला-१ (वर्ग-२) 29/12/2021

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

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सूची क्र.2

दुय्यम निवंधक : Joint S.R. Kurla 1 फाईल क्रमोक : 1033/2021 नोदंणी : Regn:63m

	Regn:63m
	गावाचे (Village Name) : Mulund
(1) विलेखाचा प्रकार (Title)	6-Notice of intimation regarding mortgage by way of deposit of Title Deed
(2) कर्जाची रक्कम (Loan amount)	Rs.4373000/-
(3) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) (Property Description)	1) Corporation: मुंबई मनपा Other details: Building Name:SAI SADAN, Flat No:603, Road:SHASTRI NAGAR, BAL RAJESHWAR ROAD, MULUND WEST, Block Sector:C WING, Landmark: ( C.T.S. Number: 6PART, 7, 7/1 TO 7/3, 9, 9/1 TO 9/4 AND 10(PART); )
(4) ধ্বীসক্ষক (Area)	1) Carpet Area :225.00 Square Feet
(5) कर्ज घेणाऱ्याचे नाव व पत्ता (Mortgagor)	1) Name: DANENDRA KOROGU SHETTY Age: 44, Address: Building Name:SAI DHAM CHS, Floor No:3, Flat No:D-12/13, Block Sector:PLOT NO. 14, SEC. 48, Road:SEAWOODS, NAVI MUMBAI, City:SEAWOODS, State:MAHARASHTRA, District:THANE, Pin:400706, PAN: EBOPS1561R
(6) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee)	Bank Name: STATE BANK OF INDIA Address: RACPC GHATKOPAR (RGH), MUMBAI
(7) गहाण / कर्जाचा दिनांक (Date of Mortgage )	15/12/2021
(8) नोटीस फाईल केल्याचा दिनांक (Date of filing)	24/12/2021
(9) फायलींग नंबर (Filing No.)	1033/2021
(10) मुद्रांक शुल्क (Stamp Duty)	Rs.13300/-
(11) फायलींग शुल्क (Filing Amount)	Rs.15600/-
(12) Date of submission	16/12/2021
(13) शेरा (Remark)	-

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	391/14666	पावती		Original/Duplicate
	Tuesday, November 19, 2019			नोंदणी क्रं. :39म
	5:39 PM			Regn.:39M
10 III III			पावती क्रं.: 16114	दिनांक: 19/11/2019
	गावाचे नाव: मुलुंड			
	दस्तऐवजाचा अनुक्रमांक: करल4-14666-	2019		
	दस्तऐवजाचा प्रकार : करारनामा			
	सादर करणाऱ्याचे ाव: दानेंद्र कोर्गू शेट्टी			
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	बाजार मुल्य: रु.3427419.45 /-		सह दुय	ग्म निबधक कुर्ला - ४ ई <b>उ</b> पनगर जिल्हा
	मोबदला रु.6000000/-		मंब	ई बपनगर जिल्ला
	भरलेले मुद्रांक शुल्क : रु. 360000/-	* *	3	
	5 5 1	alaen S		
	1) देयकाचा प्रकार: eChallan रक्कम: रु.	30000/-		
	डीडी/धनादेश/पे ऑर्डर क्रमांक: MH0085		नांक: 19/11/2019	
	बँकेचे नाव व पत्ता:			
	2) देयकाचा प्रकार: DHC रक्कम: रु.188			
	डीडी/धनादेश/पे ऑर्डर क्रमांक: 1911201	908739 दिनांक: 19/	/11/2019	
	बँकेचे नाव व पत्ता:			

## DELIVERED



सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 4 दस्त क्रमांक : 14666/2019 नोदंणी :

	नोदंणी :
	Regn:63m
	गावाचे नाव : मुलुंड
(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	6000000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	3427419.45
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 603, माळा नं: 6 वा मजला, इमारतीचे नाव: साई सदन,सी- विंग, ब्लॉक नं: शास्त्री नगर,, रोड नं: बाळ राजेश्वर रोड,मुलुंड पश्चिम,मुंबई- 400080, इतर माहिती: (सदनिकेचे क्षेत्र - 225 चौरस फूट कारपेट.)( ( C.T.S. Number : 6 (Part), 7, 7/1 to 7/3, 9, 9/1 to 9/4 and 10 (part) ; ) )
(5) क्षेत्रफळ	1) 225 चौ.फूट
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	×
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नात किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री सिद्धीविनायक कंस्ट्रक्शन्स कंपनी चे भागिदार लक्ष्मणभाई धानजी सिंघानी (पटेल) यांच्या तर्फे कुलमुखत्यारपत्रधारक म्हणून श्री मनोज अंकुश संकपाळ वय:-37; पत्ता:-/ऑफिस नं.8, 2 रा मजला, नीलकंठ शॉपींग सेंटर, नवरोजी लेन , कामा गल्ली, घाटकोपर पश्चिम, मुंबई, , MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400086 पन नं:-ABFFS3889P
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-दानेंद्र कोर्गू शेट्टी वय:-42; पत्ता:-9, -, बिल्डिंग नं.7, सेक्टर-2, नेरुळ पश्चिम, नवी मुंबई, ठाणे, नेरुळ नोड-3, -, , MAHARASHTRA, THANE, Non- Government. पिन कोड:-400706 पॅन नं:-EBOPS1561R
(9) दस्तऐवज करुन दिल्याचा दिनांक	19/11/2019
(10)दस्त नोंदणी केल्याचा दिनांक	19/11/2019
(11)अनुक्रमांक,खंड व पृष्ठ	14666/2019
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	360000 खरी प्रतार सिंग्य RUPEES
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	
(14)शेरा	सह. दुय्यम निबंधिक कुर्ला-४ मुंबई उपनगर निल्हा
मुल्यांक सम्प्रहे व जी ति महत्ता तप्प हा	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.
्राहर् अन्तर मा तरवहोर् के विवर अतुर के जिन्द्र स्तिऐव	े <b>सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण</b> ीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. एण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. ाज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.
	Governance enabling You to Do Business Easily e Relevant records of Property/ Property tax after registration of
Details of this transaction	document. have been forwarded by Email ( dated 20/11/2019 ) toMunicipal
	· Corporation of Greater Mumbai.

ere e drie ele recentent à la mart definication processe de la construction de la construction de la constructio

## मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )

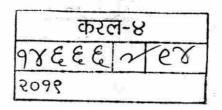
		मूल्याकन पत्रक	( शहरी क्षेत्र - बांधीव )			
aluation ID	2019111944	169			19 November	2019,05:31:30
				-wall of which		कर
मुल्पांकनाचे वर्ष	2019					
जिल्हा	मुंबई(उपनगर)					
मुल्य विभाग	123-मुलुंड (प) - वु					
उप मुल्य विभाग	123/566 भुभाग: एव	n.बी.एस. मार्गाच्या पश्चिमेक	डील सर्व मिळकती.			
सर्व्हे नंबर /न. भू, क्रमांक	स.टी.एस. नंबर#7					
वार्षिक मूल्य दर तक्त्यानु	सार मूल्यदर रु.					
खुली जमीन		कार्यालय	द्रकाने	औद्योगीक	मोलमापन	ाचे एकक
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बांधीव क्षेत्राची माहिती		5			4744 414	
बांधकाम क्षेत्र(Built Up)-	25.09चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीच	वा प्रकार.	बांधीव
बांधकामाचे वर्गीकरण-	।-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे		धिकामाचा दर -	Rs. 130100/
उद्ववाहन सुविधा-	आहे	मजला -	5th floor To 10th floor	N. 1444		110.120100/
Sale Type - First Sale Sale/Resale of built up I	Property constructed all as					
	roperty constructed after o	circular dl.02/01/2018				
मजला निहाय घट/वाढ		105% apply to rate= Rs	136605/-	-1		
		105% apply to rate= Rs =(((वार्षिक मुल्यदर - 1				
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मजता निहाय घट/वाढ घसा-यानुसार मिळकतीन मुख्य मिळकतीचे मुल्य	ना इला चो. मीटर मुल्यदर = = - मुख्य मिळकतीचे मुल तळाचे मुल्प - खुल्पा ज = A + B + C + D	105% apply to rate= Rs =(((वार्षिक मुस्यदर - न = (((136605-648) = Rs.136605/- वरील प्रमाणे मुल्य दर * मि 136605 * 25.09 Rs.3427419.45/- य + तळचराचे मुल्य + मेझॅनाईन मिनीवरील चाहन तळाचे मुल्य +	136605/- बुल्या जमिनीचा दर ) • छसा-यान् 20) • (100 1007) उम्हे 4800 व्यकतीचे क्षेत्र पुरुष २०१९ ९ मजता क्षेत्र पुरुष इमारती भोवतीच्या खुल्या जानेचे र	करल- हह	-8 ) er	

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	Receipt of Doc	ument Handling Char	ges	
PRN	1911201908739	Date	19/11/2019	
(ISARITA)	in the Sub Registrar office Joint	S.R. Kurla 4 of the D	istrict Mumbai Su	b-urban
of Rs.1880 (iSARITA) District. Bank Name	in the Sub Registrar office Joint	S.R. Kuria 4 of the D	istrict Mumbai Su 19/11/2019	u di ban



Ф26-8 98 EE3 e8 2000 GRN MH008510288201920E BARCODE IIII		ALLAN m Number		ate 19/11/2019-15	-54-47					
Department Inspector General Of Registration								25	.2	
Stamp Duty		-		Payer Det	alls					
Type of Payment Registration Fee		TAX ID (								
Office Name KRL4_JT SUB REGISTRAR KURLA NO			If Applicable	)	_			_		
Location MUMBAI	J4	Full Nam	ie	MR DANENDRA	KOR	ogu	SHETT	Y		
Year 2019-2020 One Time										
		Flat/Block No.		FLAT NO 603, 6T	H FLO	DOR,	C WIN	G, SA	SA	DAN
Account Head Details	Amount In Rs	. Premises	/Building							
0030045501 Stamp Duty	360000.00	0 Road/Str	eet	SHASTRI NAGAR, BAL RAJESHWAR RO. MULUND WEST			DAD			
0030063301 Registration Fee	30000.00	Area/Locality		MUMBAI						
X		Town/City	y/District							
A BEGISS		PIN			4	0	0	0	8	0
ALLESON AND THE STATE STATE AND THE STATE		Remarks SecondPa		IREE SIDDHIVINAY	AK C	ONS	TRUCT	IONS	(	
SORBAI		Amount In	Three La	kh Ninety Thousand	Rupe	es O	nly			
otal	3,90,000.00	Words								
ayment Details IDBI BANK			FO	R USE IN RECEIVI	NG B	ANK				
Cheque-DD Details		Bank CIN	Ref. No.	691033320191119	1447	9 24	090975	1		-
heque/DD No.		Bank Date	RBI Date	19/11/2019-15:55:	33	No	t Verifie	d with	RB	
ame of Bank	U.	Bank-Branc	h	IDBI BANK		1			10000	-
ame of Branch Si		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 केवळ दुव्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागु आहे. नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही. 8928295608

Print Date 19-11-2019 03:56:06

#### CHALLAN MTR Form Number-6



GRN MH004669383201819E	BARCODE HIMINANIII	HAR AN AND AN AN AN A A A	II Date	e 02/08/2018-12:25:45	Form ID 48(f)
Department Inspector General C			Payer Details		
Stamp Duty		TAX ID (If An	y) .		
Sype of Payment Registration Fe	8	PAN No.(If Ap	plicable)		
Office Name KRL1_JT SUB REC	Full Name		SHREE SIDDHIVINAY	AK CONSTRUCTIONS	
ocation MUMBAI					
/ear 2018-2019 One Ti	me	Flat/Block N	o.'	SAI SADAN WING B D	C, C T S No -6PT ,7, 7/4 .
Account Head De	tails Amount In	Rs. Premises/Bu	uilding	to 7/3 , 9-PT.and 10-PT	
0030045501 Stamp Duty	500	.00 Road/Street	c.	BAL FAJESHWAR RO	करल-४
0030063301 Registration Fee	100	0.00 Area/Localit	y	MULUNGWESTERUN	WE EL C'S
2. 10		Town/City/D	listrict	20.98	
<u>\</u>		PIN		4	0 0 0 8 0
· · · · · · · · · · · · · · · · · · ·		Remarks (If			ARTICLE - MARKING
X :		SecondParty	/Name=S	HRI MANOJ ANKUSIO	ARHAL AND OTHERS-
<u></u>				+38	8 220
2 2				2096	
541 B	•	Amount In	Six Hu	idred Rupees Only	
Total	60	0.00 Words	11		111
Payment Details IDE	BANK		12	FOR USE IN RECEIVING	BANK NE SUB REGRE
Chequ	e-DD Details	Bank CIN	Ref. No.	6910333201808021	1 3 7 6 10227 STA
Cheque/DD No.	*	Bank Date	RBI Date	02/08/2018-12:26:	Abbt Verifit in the RBI
Name of Bank		Bank-Branc	h	IDBI BANK	
Name of Branch	1	Scroll No. ,	Date	Not Verified with So	Helt

NOTE:- This challan is valid for document to be registered in Sub Registrar office on the Reference stered document to be registered in Sub Registrar office on the Reference stered document of the registered in Sub Registrar office on the registered document of t

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Print Date 02-08-2018 12:26:57

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Department Inspector General Of Registration	n .			Payer Details		
Stamp Duty	12	TAX ID (If Any)				
Type of Payment Registration Fee		PAN No.(If Applic	able)			
Office Name KRL1_JT SUB REGISTRAR KU	RLA NO 1	Full Name	SH	REE SIDDHIVINA	YAK CONST	RUCTIONS
ocation MUMBAI		е _ 10				
/ear. 2018-2019 One Time		Flat/Block No.	SAI	SADAN WING B	DC.CTS	No -6PT ,7, 7/4 ,
Account Head Details	Amount in Rs.	Premises/Buildl		/3 , 9-PT,and 10-F	~	
030045501 Stamp Duty	500.00	Road/Street	BAL	RAJESHWAR R	OAD	
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		Town/City/Distri	ct			
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800.00		Amount In Six	Janda I	Rupees the	AGEN IT	*
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		Bank CIN Ref.		1033320 0002	4896 17681	(2)
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	+i	I			LEDREN	NOT NOT
ame of Bank	**	Bank-Branch		BIBANK		
lame of Branch		Scroll No. , Date	N	ot Verified with So	roll	

Mobile No. : 98202001 संदर चलन केवल दुव्यम निबंधक कार्यालयात नोदंगी करावयाच्या दस्तांसाठी लागु आहे नोदंगी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Challan Defaced Details

1

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-369-9344	0002431817201819	02/08/2018-15:01:58	IGR197	100.00
2	(iS)-369-9344	0002431817201819	02/08/2018-15:01:58	IGR197	500.00
			Total Defacement Amount		600.00

#### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made & entered into at Mumbai, on this 1.9 h day of November 2019 **BETWEEN M/s. SHREE SIDDHIVINAYAK CONSTRUCTIONS Co.**, a Partnership Firm duly registered under the provisions of the Indian Partnership Act, 1932, having its address at 8, Nilkantha Shopping Centre, 2<sup>nd</sup> floor, Navroji Lane, Kama Galli, Ghatkopar (West), Mumbai – 400 086., through its Partner MR. LAXMANBHAI DHANJI SINGHANI (PATEL), hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm i.e. M/s. SHREE SIDDHIVINAYAK CONSTRUCTIONS Co. and their respective successors and assigns and heirs, executors and administrators of the respective last surviving partners) of the FIRST PART:

#### AND

2098

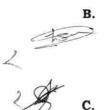
SUEURBAN

Mr.DANENDRA KOROGU SHETTY, Aged about 42 years, a hindu adult, Indian inhabitants of Mumbai, residing at Building no.7, Room no.-9, Sector-2, Nerul West, Navi Mumbai, Thane, Nerul Node-3, Maharashtra-400706. hereinafter referred to as "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the SECOND PART.

#### WHEREAS:-

A. PANDIT SRA CO-OPERATIVE HOUSING SOCIETY LIMITED, had acquired land and bearing C.T.S. Nos. 6 (Part), 7, 7/1 to 7/3, 9, 9/1 to 9/4 and 10 (Part) of Survey Nos. 256 and 257, admeasuring about 7159.40 Sq.Mtrs., (as per P. R. card) of Village Mulund (West), Taluka Kurla, situated at Shastri Nagar, Bal Rajeshwar Road, Mulund (West), Mumbai – 400 080 from Deputy Collector (Encroactionetter, dated as Competent) Authority Kurla-1, Mulund, vide Possession (Competent) Authority Kurla-1, Mulund, vide Possession)

19/11/1997, more particularly described in the hereunder written (hereinafter for the sake of brevity received Said Property").



The Members of the society, prior to its registration had constructed their individual structures on the said property and were residing with their family members or carrying on businesses.

declared Slum Area by the Deputy Collector (Encroachment & Competent) Authority Kurla, vide Notification No. SLUM/1077/5280 C-&ted 01st day of September, 1975 and issued a certificate dated 2nd day of November, 1986 to the proposed society.

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The occupants of the said occupied property have formed a society for D. the welfare and management of the tenements in the said property via PANDIT SRA CO-OPERATIVE HOUSING SOCIETY LIMITED, duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960, vide Registration No. MUM(SRA)/HSG/TC/10547, having address at Manubhai Chawl No. 03, Shastri Nagar, Bal Rajeshwar Road, Mulund (West), Mumbai - 400 080., (hereinafter for the sake of brevity referred to as "the Said Society"). The Slum Dwellers have given their consent for Development of the said property under SRA Scheme and LOI dated 06th day of January, 1998 in respect of the said property is obtained by the developer.

The IOA for Rehab. Bldg. Wing 'D' was approved & issued on 06th E. day of January, 1998. The work of plinth CC of Rehab. Wing 'D' was carried out by the developer i.e. M/s. OM SHREE SAI DEVELOPERS. However subsequently dispute arose between the developer & society & Architect. Hence there was no progress in the scheme.

F. The Society vides its General Body Resolution dated 24/03/2000 terminated the developer i.e. M/s. OM SHREE SAI DEVELOPERS & appointed new developer i.e. M/s. SIDDHIVINAYAK CONSTRUCTION CO. The dispute between the society & the earlier developer continued further. However as per societies said General Body Resolution dated 24/03/2000, the new developer i.e. M/s. DDHIVINAYAK CONSTRUCTION CO. was taken on record as per sanction of CEO (SRA) at page 1373. In the meanwhile the new leveloper had carried out the work of Rehab wing 'B', 'C' & 'D' without M/s. SIDDHIVINAYAK CONSTRUCTION CO. for carrying out the work without permission. necessary permission hence MPTP under section 53 (1) was issued to without permission. The said work was regularized by CEO (SRA) as at page 2036. The CC to Rehab Wing 'B' was issued on 30/04/2004 after sanction of CEO (SRA) for regulation of the same.

G. Meanwhile the earlier developer i.e. M/s. OM SHREE SAI DEVELOPERS filed a writ petition in Hon. High Court Vide No. 2953 of 2004 challenging his termination by the society. Hon. High Court vide its order dated 10/02/2005 at page 3077 to 3081 said Writ Petition directed CEO (SRA) to hear the parties & to decide matter - 7ª CEO (SRA) vide order U/No.SRA/CEO/72(1)/2005 accordingly.

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dated 10/03/2005 at page 3083 to 3087 directed to continue the implementation of the said S.R. Scheme through the developer i.e. M/s. SIDDHIVINAYAK CONSTRUCTION CO. as appointed by the society vide its General Body Resolution dated 24/03/2000. However the developer i.e. M/s. OM SHREE SAI DEVELOPERS filed a suit in City Civil Court vide Bombay City Civil Court Suit No. 2145/2005 challenging the order dated 10/03/2005 passed by CEO (SRA). However the Notice of Motion filed by the petitioner in the said suit was dismissed by the Hon. Court vide its order dated 09/01/2008 M/s. OM SHREE SAI DEVELOPERS filed a Appeal vide 09/01/2008

09/01/2008 of City Civil Court in Hon. High Court of The Hon. High Court vide its order dated 05/02/2008 in said A.O. directed CEO (SRA) to hear the parties again & pass the order accordingly at page 3121 to 3125 CEO (SRA) vide Order U/No. SRA/CEO/LA/HCO/130/Pandit/61/08 dated 04/03/2008 at page 3127 to 3189 affected to implement the S.R. Scheme through M/s. SIDDHIVINAYAK CONSTRUCTION CO.

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The Slum Rehabilitation Scheme was approved on CT.S. Nos. 6 (pt.), 7, H. 9(pt.) & 10 (pt.) of Village Mulund (West). Architect vide his letter at page 3165 has stated that, City Survey office has carried out reconstitution of the C.T.S. No. 6 its boundaries. As per the fresh CTS plan the Slum boundary falls on reconstituted C.T.S. Nos. 4/6(pt.), 4/7 (pt.), 7, 7/1 to 3, 9(pt.) as shown C.T.S. plan at page 3191. The earlier CTS No. 6 (pt) & 10 (pt) of S.R. Scheme has now been cap amalgamated in CTS No. 4/6(pt.) & 4/7(pt.). Architect ha PRC of CTS No. 4/6 & 4/7 wherein entry of Maharasht vt. f Archi has been made by City Survey office at page 3143 to 3145 stated that the said entry of Mah. Pvt. Forest has been w inglymad by City Survey Office in PRC of CTS No. 4/6 & 4/7 & he had RRAN D before Superintendent of land records for deletion of said entry at 3167 to 3175 Now, Architect has submitted fresh P.R.C. of CTS No. 4/6 & 4/7 in which the entry of Maharashtra Private forest is been deleted at page 3219 & 3221. Architect has requested to issue the Revised LOI in the name of M/s. SIDDHIVINAYAK CONSTRUCTION CO. as per CEO (SRA)'S order U/No. SRA/CEO/LA/HCO/130/Pandit/61/08 dated 04/03/2008 & as per the Hon'ble High Power Committee is order dated 18/07/2009 the copy of the same is at page 3287 to 3291.

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- I. Vide Tripartite Agreement dated 24<sup>th</sup> day of April, 2009, the developer i.e. M/s. SIDDHIVINAYAK CONSTRUCTION CO. are absolutely seized and possessed of and is otherwise well and sufficiently entitled to development rights of the said property; the developers has all rights on the basis of said Tripartite Agreement between said society i.e. PANDIT SRA CO-OPERATIVE HOUSING SOCIETY LIMITED & M/s. Arihant REALTORS, Notarized by HARKISHIN B. SHARMA, having address at 1 Ojas Bldg., Ground floor, Near Ration Office, S.N. Road, CO-COMPACTIVE, Mumbai 400 080., Registered Sr. No. 1465/2010 E C Jated 502 2010.
- J. The developed has got Letter of Intent dated 16<sup>th</sup> day of October, 2010 and Commencement Certificate granted dated 29<sup>th</sup> day of April, 2004 for the aforesaid property.
  - K. The Developer has got approved from the Slum Rehabilitation Authority the plans, the specification elevations, sections and details of the said slum redevelopment scheme vide C.C. bearing No.SRA/ENG/154/T/PL/AP of 29/04/2004. Hereto annexed and marked Annexure "A" are the copies of CC for the saleable building. Architects and of such other.
  - L. The Slum Dwellers have given their consent for the re-development of the said property by the Developers in conformity with the Development control Regulation 33(10) of Municipal Corporation of Greater Mumbai in accordance with slum Re-habilitation Scheme.
  - M. The Developers proposed two buildings in the layout, viz Rehab building with 5 wings namely 'A' to 'E' and sale building for the Tenants/slum dwellers, the Owners and remaining components for "The sale in the market. (Hereinafter referred to as "the Said "Huldings").

The said work carried out is as per approved plans of the composite building u/r & construction work of the Rehab wing 'A' & 'E' yet not

started. As mentioned earlier, out of 128 tenements of three wings constructed of carpet area 225.00 Sq.Ft. the developer has sold out 54 Nos. Rehab tenements which were subsequently approved in amended plans showing as sale tenements as amended and approved on 29/04/2004. Now, Architect vide his letter dated 02/10/2008proposed to consider 74 Nos. of tenements (128 - 54 = 74) as PAP tenements and three amenity structures such as Welfare centre, Balwadi & Society office and the Architect has requested for conversion of all rehab tenements to 269.00 sq.ft. carpet area & there by to increase FSI 2.50 to 3.00 proportionately proposing to accommodate in



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the wings A & E to be constructed. Architect has submitted letter from Committee of slum society for conversion of all rehab tenements to 269.00 sq.ft. carpet area to allot in proposed the buildings which are not constructed and G.B.R. of the said society will be insisted perfore revision of LOI.  $\gamma\gamma\xi\xi\xi\xii$ 

"As per Govt. Notification TPB 4308/1270/CR 175/08/UD-11 dated 11<sup>th</sup> day of June, 2008, as new Sub Regulation 10.1 (A) has been added after Sub Regulation 10.1 of Appendix-IV of Reg. 33 (10). As per new Sub Regulation 10.1 (A), in case of slum redevelopment Scheme in process, and scheme where LOI has been issued and if full O.C.C. has not been granted, then the owner/developer etc. may convert the proposal within one year from regarding the size of tenements and proportionate loading of FSI in situ. In conversion of balance S R Scheme from 225.00 sq.ft. to 269.00 sq.ft. Carpet area i.e. well within one year & also within the stipulated date of 12/12/2008 as per the U.D.'s letter dated 27/02/2008.

P. As per approved parameter of the scheme earlier 59 Nos. PAP's were to be provided. However if the proposal of Architect is considered for approval principally by U.D. Department Govt. for allowing to change over the scheme parameters with 269 sq.ft. then required PAP will be of 69 Nos. against which developer is proposing to handover to SRA i.e. 74 Nos. which can be utilized for either amenities or additional provisional PAP's to be handover to SRA. In view of above specific orders from U.D. Department in Govt. of Maharashtra will be insisted for consideration, to allow for conversion of all rehab tenements to 269.00 sq.ft. carpet area and thereby to increase the FSI 2.50 to 3.00 proportionately as proposed by Architect and to treated the constructed 74 Nos, rehab tenements as PAP tenements.

**Q.** The Developers have entered into a standard agreement with and Architect registered with the Council of Architect of Architectistand such agreement is as per the agreement prescribed, by the Council of Architects; whereas the Developers appointed a Starctural Engineer for the preparation of the structural design and drawing of the building and the Developers accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building.



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The Developers alone have the exclusive rights to sell the balance 54 tenements in the said buildings to be erected in the said property (except those to be allotted to the slum dwellers/Tenants/ Land Owners) and to enter in to Agreements with the purchasers of Flat /Shop/office premises and to receive the sale price in respect thereof.

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**S.** The Purchaser demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said property, the said Agreements, plans, designs and specifications prepared by the Developer's Architects and of such other documents as specified under the Maharashtra Ownership Flats

Regulation of the Promotion, sale, management and transfer) Act, करल 963 (bereinafter referred to as "the said Act") and the rules made there under.3 988 2095

- The copies of Certificate of Title issued by SHRI.PRAKASH S.JAIN & B.D SHINDE the Advocate of the Developers, copies of the Revenue Records showing nature of title of the said Land Owners to the said property on which the Premises are to be constructed and Copies of plans and specifications of the Flat premises agreed to be purchased by the Purchaser and approved by the concerned municipal authorities have been annexed hereto and marked as Annexures "A"," B" and" C" respectively.
- U. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers & the Purchaser while developing the said property and the said building and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned local authority.

The Developers have accordingly commenced construction of the said wilding/s in accordance with the said plans.

Fre Purchaser is interested in purchasing the residential premises out e free salable F.S.I. of the said property and more particularly cribed in the Second schedule hereunder written and applied for the allotment of the Flat No.603 on the 6th floor 'C' wing of the salable Building to be constructed on the said property and to be known as SAI SADAN. with the plans, designs and specifications prepared by their Architects G. S. Gokhale and approved by the Municipal Authorities/Slum Authorities under Letter of Intent No. SRA/ENG/001/T/PL/LOI dated 21/11/2009 and which have been seen and approved by the Purchaser with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them. Provided that the Developers shall have to obtain prior consent in writing to the Purchasers in respect of such



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variations or modifications, which may adversely affect the day of the

Purchasers.

#### NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSESTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- The above Recitals shall form an integral part of the operative portion of this Agreement for Sale, as if the same have been set out in verbatim. The heading given the operative section of this Agreement for Sale are only for convenience.
- 2. The Developers shall construct the Real Estate Project being the Rehab SRA and Sale Components building known as "SAI SADAN" consisting of such floors set out in Recital Annexure"\_\_\_" and the **Fourth** Schedule hereunder written in accordance, and as approved by Municipal Corporation of Greater Mumbai from time to time. The real Estate Project shall have common areas, facilities and amenities that may be used by the Purchaser/s and are listed in the **Fifth** Schedule hereunder written.

PROVIDED THAT the Developers shall have to obtain consent in writing of the Purchaser/s in respect of any variation or modification which may adversely affect the premises of the Purchaser/s, except, any alteration or addition required by any Government authorities or, due to change in law, or any change as contemplated by any of disclosures already made to the Purchaser/s.

#### 3. Purchase of the Premises and Sale Consideration:



Purchaser/s has paid on or before execution of this Agreement for Sale a sum of

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Rs.10,00,000/- (.TEN LAKHS RS ONLY) as advance payment or application fees hereby agrees to pay to the Developers the balance amount of Purchaser/s consideration of Rs.50,00,000/- (FIFTY LAKHS RS ONLY) in the following manner.

Contraction of the second	-Sr. Nor Payment Schedule	
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XEEE 09	Q. On Booking	10%
10 le le el la	2. Signing on Agreement	40%
2098	3. Commencement on Plinth work	5%
	4. Commencement on 1st slab	5%
	5. Commencement on 2 <sup>nd</sup> slab	5%
	6. Commencement on 3 <sup>rd</sup> slab	5%
	7. Commencement on 4th slab	5%
	8. Commencement on 5 <sup>th</sup> slab	5%
	9. Commencement on 6 <sup>th</sup> slab	5%
	10. Commencement on 7th slab	5%
	11. Commencement on 8th slab	5%
	12. On Possession	10%
	Total	100%

The aforesaid consideration amount shall be subjection to deduction of 1% TDS.

(ii) The Purchaser/s has paid before execution of this Agreement for Sale, a sum of Rs.10,00,000/- as advance payment and hereby agrees to pay to the Developers the balance amount of the Consideration of Rs.50,00,000/- in the \_\_\_\_\_ (payment of receipt enclose herewith) payment installments more particularly set out in Annexure "B" hereto.

The Sale Consideration excludes (Consisting of tax paid or payable by way of Added Tax, Service Tax, GST and all levies, duties, cess or any other indirect taxes which may be levied in connection with the construction of and \_\_\_\_\_ out the project and/or with respect to the said Premises and / or this Agreement for Sale). It is clarified that such taxes, levies, duties, cess (which applicable/ payable now or which may be applicable/ payable in future? Including services, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and / or the State Government and or Local, Public or Statutory Authorities/ Bodies on amount payable under this Agreement for Sale and/or on the said Premises, shall be borne and paid by Purchaser/s



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along and the Developers shall not be liable to bear or pay the same or any part thereof. All the payments will be made by the Purchaser/s as and when called upon by the Developers and/ or as required by concerned Government or authority, as the case may be.

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(v) The Sale Consideration in escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Developers undertake and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities, the Developers shall enclose the said notification / order / rule / regulation / demand, published / issued in that

behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

(vi) It is agreed between the parties that in the event the Purchaser/s has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the

Purchaser/s, the terms and conditions of such scheme including the subvention scheme and any letter, NOCs, Indemnity Bonds, Deeds, Agreement/Tripartite Agreements, MOUs, etc. as may have been executed between the Developers and the concerned Banks/Financial Institutions shall apply and the Purchaser/s shall comply with the same. The Receiver shall also be authorized to take such steps that is the same and and documents executed in that regard, as doesned to by the Developers.

The Developers shall confirm the final carpet area that has been allotted to the Purchaser/s after the constructions of the set Wing is completed and the Occupation Certificate is granted by the SRA, by furnishing details of the change, if any, in the carpet area, subject to a variation cap of 3% (Three Percent). The total Sale consideration payable on the basis of the carpet area of the premises shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit of 3% then, the Developers shall refund the excess money paid by Purchaser/s within 45 (forty Five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s . If there is any increase in the carpet area allotted to

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(vii)

Purchaser/s, the Developers shall demand additional amount from the Purchaser/s towards Sale

Consideration, which shall payable by the payments to be made by the Developers/ Purchaser/s, as the case may be, under this Clause 3(viii) shall be at the same rate per square meter as agreed in Clause 3.

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The Purchaser/s authorizes the Developers to adjust /appropriate all payments made by him/her/them under any head(S) of dues against lawful outstanding, if any, in his / her / its name as the Developers may be sole discretion deem fit and the Purchaser/s under not to object/ demand/ direct the Developers to act adjust his /her / its payments in any manner.

- (ix) On a written demand being made by the Developers upon the Purchaser/s with respect to a payment amount (whether Sale Consideration or any amount payable in terms of this Agreement for Sale) Purchaser/s shall pay such amount to the Developers, 7 (seven) days of the Developer's said written demand without any delay, demur or default.
- (x) If the Purchaser/s enters into any loan / final arrangement with any bank/financial institutions, bank/ financial institution shall be required, disburse / pay all such amounts due and payable the Developers under this Agreement for Sale, in the same manner detailed in this Clauses below (Which will not abort Purchaser/s of its responsibilities under this Agreement for Sale.

4. + The Developers hereby agrees to observe, perform and convey will the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the SRA or any other authority at the time of sanctioning the plans of the RERA Estate, Project or thereafter and suggregative shall, before handling over possession of the said Premises to the Purchaser (s. obtained from the SPA, the Occupation Certificate or

Purchaser/s, obtained from the SRA, the Occupation Certificate or Completion Certificate in respect of the said Premises as may be applicable.

5. Time is of the Essence of this Agreement for the Developers as well as Purchaser/s. The Developers shall abide by the Schedule for completion the premises and handing over said Premises to the Purchaser/s after receiving the Occupation Certificate in respect thereof and the common facilities and amenities in the Real Estate Project that can be usable by the Purchaser/s and are listed in the Fifth Schedule hereunder written. Similarly, the Purchaser/s shall be all 10 | P a g e

payments of all installments of the Sale Consideration or other dues

payable by him / her / it and meeting, comprisir other obligations under the said Agreement.

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FSI, TDR and development potential with respect to the said Properties:

The Purchaser/s hereby agrees, accepts and confirms that the Developers proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals above and all the plans and specifications pertaining thereto and the Purchaser/s has agreed to purchase the said premises based on the unfettered and vested right of the Developers in this regard.

7. FSI, TDR and Development potential with respect to the proposed future and further Development of the said Properties/ Whole Project. The Purchaser/s hereby agrees, accepts and confirms that the Developers, proposes to develop the Whole Project of the said Properties (by utilization of the full development potential) and develop the same in wing manner and undertake multiple real estate

projects therein in the manner more particularly detailed at Recital **Annexure "A"** above and as depicted in the layout plans, proforma and specification at Annexure "A" hereto constituting the Proposal Layout and the proposed potential and the Purchaser/s has agreed to purchase the Said Premises based on the unfettered and premises based on

8. Possession Date, Delays and Termination:-

(i) The Developers shall give possessions of the Premises to the Purchaser/s on or before 31<sup>st</sup> day of December, 2022 ("Possession Date") Provided however, that the Developers shall be entitled to extension of time for giving delivery of the Premises on the possession date, if the completion of the Real Estate Project is delayed on account of the any or all of the following factor:

(a) Any Force majeure events;

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(b)

Any notice, order, rule, notification of the Government and/or other public or competent authority/ court.

(c) Any stay order / injunction order issued by any court of Law, competent authority, SRA, Statutory authority. (d) Any other circumstances that may be deem reasonable by the authority.

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(ii)

Call upon the Developers by giving a written notice by Courier / E-mail / Registered Post A.D. and address provided by the Developers (Interest Memo"), to pay interest at the prevailing rate of 12% per annum, Highest Marginal Cost of Lending Rate of 2% thereon for every month of delay from the Possession Date ("the interest rate"), on the Consideration paid by the Purchaser/s. The interest shall be paid by the Developers to the Purchaser/s the date of offering to hand over of the Possession of the said premises by the Developers to the all Or,

(b) The Purchaser/s shall be entitled to terminate the Agreement by giving a written Notice to the Developers by Courier / E-mail / Registered Post/A.D. / at the address provided by the Developers in ("Purchaser/s Termination Notice") to be computed from the date of Developers received such amount /part thereof the date such amounts with interest at the interest rate thereon are duly repaid. On such repayment of the amounts by the Developers (As such) whatsoever on the Developers and/or the premises and/or car part and the Developers shall entitled to deal with and/or dispose of the said premises the manner deems fit and proper.

(iii) In case the Purchaser/s elects its remedy under sub-clause
 (a) above then in such a case the Purchaser/s shall subsequently not be entitled to the remedy under sub clause
 (ii) (b) above.

(iv) If the Purchaser/s fails to make any payment on the stipulated date / s and time /s as required under this Agreement for Sale, then the Purchaser/s shall pay to the Developers interest at the Interest Rate mentioned in sub clause (ii) (a) above, on all and any such delayed payments computed from the date such amount was due and payable till the date such amount are fully



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and finally paid together with the interest thereon at the Interest, Rate. 98EEE9EE8

- (v) Without prejudice to the right of the Developers to charge interest at the Interest Rate mentioned at Clause (A) above, and any other rights and remedies available to the Developers, either
- (vi) on the Purchaser/s committing default in payment on a due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement for Sale (including his /her /its/ proportionate share of taxes levied by concerned local authority and other outgoings) and/ or
- the Purchaser/s committing three defaults of payment of (vii) installments of the Sale Consideration, the Developers shall be entitled, as its own opinion and discretion, to terminate this Agreement, without any reference or recourse to the Purchaser/s. Provided that, the Developers shall give an Notice of 15 (Fifteen) days in writing to the Purchaser/s ("Default Notice") by courier / E-mail /Registered Post A.D. at the address provided by the Purchaser/s, of its intention to terminate this Agreement for Sale with details/s of the specific breach or breach of terms and conditions in respect of which is intended to terminate the Agreement. If the Purchaser/s fail to rectify the breach or breached mentioned by the Developers WREEKs period of the Default Notice, including making tal rained in payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the default Notice, the Developers shall be entitled to terminate this Agreement for Sale by issuance of a written notice to the Purchaser/s ("Developer" Termination Notice"), by courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s. On the Receipt of the Developers Termination Notice by the Purchaser/s, this Agreement for Sale shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub clause, the Developers shall be entitled to forfeit 10 % percent of the Sale Consideration ("Forfeiture Amount") as and by the way of agreed genuine pre estimate of liquidated damages. Within a period of 30 (thirty) days of the Termination Notice, the Developers shall after deduction of the Forfeiture Amount refund the balance amount of Sale Consideration to the Purchaser/s have no claim of any nature whatsoever on Developers and / or the said premises and/or



disposed the said premises and / or car parts in the manner he may deem fit and proper.

(viii) It is further agreed between the Developers and Purchaser/s that in case of termination / cancellation of Agreement, due to any reasons whatsoever, if Developers suffers any loss, costs etc. On account of non-adjustment of taxes paid earlier on the said of the said premises in terms of the prevailing law, then said loss, costs etc. Shall be adjusted / recovered any amount refundable/ payable to the Purchaser/s by Developers and accordingly the balance amount, if any only shall be refunded / paid to the Purchaser/s.

- 9. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Purchaser/s are listed in the Fifth Schedule hereunder written. The Common facilities and amenities in the Whole Project that may usable by the Purchaser/s are listed in the Sixth Schedule hereunder written. The internal fitting and fixtures in said premises shall be provided by Developers as listened in the Eight Schedule hereunder written.
- 10. Procedure for taking Possession :



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- Upon obtainment the Occupancy Certificate from the SRA and upon payment by the Purchaser/s of the Requisite installment of the Sale Consideration and all the amounts due and payable in terms of this Agreement the Developers shall offer possession of the premises to the Purchaser/s in writing )"Possession Notice"). The Purchaser/s agrees to pay the maintenance charges as determined by the Developers or the society as the case may be. The Developers on its behalf offer the possession to the Purchaser/s in writing within days of receiving the Occupancy Certificate of the Real Estate Project, provided the Purchaser/s has make payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.
- (ii) The Purchaser/s shall take possession of the said premises within 15 days of the Possession Notice.
- (ii) Upon receiving the possession Notice form the Developers as per Clause 10 (i) above, the Purchaser/s shall take possession of the said Premises from the Developers by executing necessary indemnities, undertaking and such other documentation as may be prescribed by the Developers, and the Developers shall give



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possession the Purchaser/s takes or fails to take possession of the Premises within the time provided above in this Clause, the Purchaser/s shall continue to be liable to pay maintenance applicable and as shall be decided by the Developers

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- Within 15 (fifteen) days of receipt of the Possession Notice, the (iii) Purchaser/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said premises, of outgoings in respect of the Real Estate Project and Said Properties including inter alia, local taxes, betterment charges, GST, other indirect taxes or every nature, or such other levies by the SRA OR OTHER CONCERNED LOCAL AUTHORITY AND OR Government water charges, insurance, common lights, repairs and salaries of clerks, Bill Collectors, Chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Said Properties Until the society is formed and the Society Conveyance is duly executed and registered, the Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined by the Developers at his sole The Purchaser/s further agrees that till the discretion. Purchaser/s share is so determined by the Developers as its sole discretion, the Purchaser/s shall pay to the Developers Provisional monthly contribution of Rs. 5/- (Rupees Five) per sq. ft. Carpet area of flat premises towards the monthly puters excluding Assessment Tax. The amounts state the Purchaser/s to the Developers shall not carry any interest and shall remain with the Developers until the Spelety Conveyance is duly executed and registered. On execution of the Society conveyance, the aforesaid deposit less and deductions provided for in this Agreement for Sale, shall be paid over by the Developers to the Society (All charges).
- The Purchaser/s shall use the said premises or any part thereof or 11. permit the same to be used only for residential purpose. The Purchaser/s shall use the car parking space only for purpose of parking Vehicle.

#### Formation of the Society and Other Societies : 12.



Upon 51% of the total number of units/ premises in the Real Estate Project being booked by the Purchaser/s, the Developers shall submit an application to the Competent authorities to form a co-operative housing society to comprise solely of the Purchaser/s and other Purchaser/s of the units/premises in the

Real Estate Project, under the provisions of the Maharashtra Cooperative Societies Act, 1960.

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The Purchaser/s shall, along with other Purchaser/s units in the Real Estate Project, join in forming and registering a Cooperative housing society under the provisions of the Maharashtra Cooperative Societies Act, 1960 and the Rules there under and in accordance with the Provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the Purchaser/s of the premises in the Real Estate Project along e Shall be joined as member ("the Society").

For this Purpose, the Purchaser/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, wettings and documents necessary for the formation and registration of the society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Developers within 7 (Seven) days of the same being made available to the Purchaser/s, so as to enable the Developers to

register the Society, No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft/ final bye-laws of the society as may be required by the Register or cooperative Societies or any other Competent Authority.

The name of the Society shall be solely decided by the Developers.

The society shall admit all purchasers of flats and premises in the Real Estate Project as members.

The Developers shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance, the Developers shall continue to be entitled to such unsold premises and to undertake the marketing etc. In respect of such unsold premises. The Developers shall not be label or required to bear and/or pay any amount by way of Contribution, outgoings, deposits, transfer fees/ charges and / or nonoccupancy charges, donation, premium any mount, compensation whatsoever, to the Society / Apex Body for the Sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the Municipal Taxes at actual (Levied on the unsold premises) and a sum of Rs. 500/-

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(Rupees Five Hundred Only) per month in respect of each unsold premises towards the outgoings.

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(vii) Post execution of the Conveyance to the Society, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Purchaser/s shall necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

- (viii) Upon 51% of Purchaser/s s of premises/units in the other Real Estate Projects to be developed on the said Properties having booked their respective premises/ units, the Developers shall submit application/s to the competent authorities to form a cooperative hosing society to comprise solely of the Purchaser/s of units/ premises in that particular Real Estate Project, under the provisions of Maharashtra Cooperative Societies Act, 1960 ("Other Societies"). The Developers of the Other Societies in which the Purchaser/s of the Premises / units comprised in the other Real Estate Projects comprised in the said Properties shall become members, in accordance with the provisions of the Maharashtra Cooperative Societies Act, 1960.
- (ix) The cost, charges, expenses, levies, fees, taxes, dues including . stamp duty and registration charges, in respect of the formation of Body and its member s, intended member and the Developers shall not liable for the same.

## Conveyance of the said Properties to the Societie

- (i) Within a period of 3 years (three) months registration of the Aper Body, the Developers and Purchaser/s body shall execute and register an Indenture Conveyance whereby the Developers shall convey all right, title and interest in the land comprised in said Properties and in all areas, spaces, common areas, facilities and amenities in the said Property that are not already conveyed to the Society/ Or societies, in favour of the Apex Body ("Apex Body Conveyance").
- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The Costs, expenses, chares, levies and taxes of the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borned and paid by the Apex Body alone. The Apex Body Conveyance, the Apex Body Shall responsible for the operation and management and supervisions

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of the Said Properties including common area facilities and amenities and Developers shall not be responsible for the same.

14. The Purchaser/s shall, before delivery of possession of the said Premises in accordance with Clause 8 above, deposit the following amounts with the Developers):-

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Rs. 1000/- (Rupees One Thousand Only) for share money, application entrance free the society and Apex Body.

Rs 5,000/- (Rupees Five Thousand Only) for formation and registration of the Society.

- (iii) Rs. 40,000/- (Rupees Forty Thousand Only) for proportionate share of development charges.
- (iv) Rs. 5/- (Rupees Five Only) per Sq ft Carpet Area for deposit towards provisional monthly contribution towards outgoings of Society for Eighteen Months.
- (v) Rs. 50,000/- (Rupees Fifty Thousand Only) for deposit towards water, electricity and other utility and services connection charges.
- (vi) Rs. 18,700/- (Rupees Eighteen Thousand Seven Hundred Only)
   for deposits of electrical receiving and sub-station provided / to
   be provided in layout of the said Properties; and

The Purchaser/s shall pay to the Developers a sum of Rs. 30,000/-Ruppers Thirty Thousand Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney – at – Law / Advocates of the Developers in Connection with this Agreement for Sale, the transaction contemplated hereby, the formation of the Society/ Apex Body, or repairing the rules, regulations and bye-laws of the Society / Apex Body, and the cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance and other deeds, documents and writings.

16. The Developers has informed the Purchaser/s that there will be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities, conveniences in the layout of the said properties. Developers has further informed to the Purchaser/s that all expenses and charges of the aforesaid amenities conveniences may be common for the Purchaser/s along with the said Properties, and the 18 | P a g e

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Purchaser/s shall share such expenses and charg as also maintenance charges proportionately.

amounts shall be payable by such of the purchasers of flats/ units/ premises on the Real Este Project including the Purchaser/s herein the proportion to be paid by the Purchaser/s shall be determined by the Developers and the Purchaser/s agrees to pay the regularly without raising any dispute or objection with regards thereto. Neither the Purchaser/s agrees to pay the amount regularly without raising any disputer or objection regard thereto. Neither the Purchaser/s nor any of the Purchaser of flats / units / premises in the Real estate Project subject to the Developers laying

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Such proportionate

through or under over said properties or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines etc. belonging to or mean any of the other buildings / towers which are to be developed and constructed on any portion of the said Properties.

- 17. Loan and Mortgage :
  - (i) The Purchaser/s shall be entitled to avail loan from bank, financial institution and to mortgage the said premises by way of security for repayment of the said loan to such bank / financial institution, with the prior written consent of the Developers. The Developers shall be liberty to refuse permission to the Purchaser/s for availing any bank loan and for the Purchaser of any such mortgage / charges in the event the Purchaser sale for availing any bank loan for the Sale Consideration and or other amount payable by the Purchaser/s and for the Purchaser sale with the said payment.

(ii) All the cost, expenses, fees, charges in consecutive with procuring and availing of the said mortgage of the said Premises, servicing and repayment of the said Loan, and any default with respect to the loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred y the Purchaser/s. The Developers shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

 (iii) The Agreement and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Developers in any manner, and shall be subject to and shall ratify the right and entitlement of the Developers to receive balance sale consideration of the Developers to receive the balance Sale Consideration and balance other amounts payable by the Purchaser/s under this Agreement for Sale.

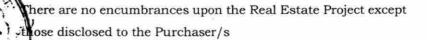
(v) In the event of any enforcement of security / mortgage by any bank / financial institution, the Developers shall be entitled to extend the necessary assistance / support as maybe required under applicable law.

## representations and Warranties of the Developers :-

The Developers hereby represents and warrants to the Purchaser/s as follows, subject to what is stated in the s Agreement and all its Schedules and Annexures, subject to what is stated in the Title Certificate.

(i) The Developers has clear title and has the requisite rights to carry out development upon the said Properties and also has actual, physical and legal possession of the said Properties for the implementation of the Whole Project, subject to the Terms and Conditions of the indentures mentioned in Recital Annexure "A" above, the litigations referred to in Recital Annexure "."

The Developers has lawful right and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.



There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Purchaser/s.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate, are valid and subsisting and have been obtained by due process of law. Further, all approvals, license, permits to be issued by the competent authority in respect of the Real Estate Project, shall be obtained by following due process of law and the Developers will and shall at all times, remain to be in compliance of applicable laws in relation to the Real Estate Project in common arrears.



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- (vi) The Developers has the right to enter in to this Agreement and has not committed or omitted to perform anything, whereby the right, title and interest of the anybody created herein, may prejudicially be affected.
- (vii) The Developers has the right to enter into this Agreement for Sale and / or development agreement or any such Agreement / arrangement with any person or party in respect to the said Properties and the said properties which will, in any manner, adversely affect the right of the Purchaser/s under this Agreement for Sale.

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- (viii) The Developers confirms that the Developers is not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated by this Agreement for Sale.
- (ix) At the time of execution of the Society Conveyance, the Developers shall handover lawful, vacant, peaceful physical possession of the common areas of the Real Estate Project as detailed in the Fifth Schedule hereunder written to the Society, save and except the basement, podium and states in the Society by the Developers.

(x) The Developers has duly paid and shall continue to and discharge undisputed Governmental ducs, duties, duties, and taxes and other monies, levies, impositions premiums, demoses and/or penalties and other outgoings, whatso the payable of the respect to the Real Estate Project to the competent authorities till the said possession and thereupon shall be proportionately by the Society.

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice of acquisition or requisition of the said Properties) has been received or served upon the Developers in respect of the said Properties except those disclosed to the Purchaser/s.

19. The Developers may appoint a third party / agency for the purpose of operating and maintaining, the Real Estate Project and the said Properties, including any common area facilities and amenities on such terms and conditions as it may deem fit.

20. The Developers shall be entitled to designate any space / areas on the Said Properties or any part thereof (including on the terrace and basement levels of the Real Estate Project) for the third party service provider, for facilitating provision and maintenance of utility services (Including power, water, drainage and radio and electronic communication) to be availed including by the purchaser /s of the units / premises to be constructed thereon. The Developers and its workmen /agents / contractors / employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the said Properties.

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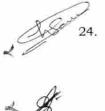
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The Developers shall be entitled to transfer and / or assign the benefit of additional F.S.I. / T.D.R. or any other rights of the said Properties to any third party and/ or to allow any third parties to use and or consume T.D.R. or any other benefits or advantages or any other properties, on the Said Properties, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

22. For all or any of the purpose mentioned under this Agreement, the Developers shall be entitled to keep and /or store any constructions material on any portion of the Said Properties, and/or to have additional Electricity Supply and/or additional Water Supply and for other purpose of construction, to do all such further acts and the matters and things as may be necessary. IN such an event or otherwise, the Purchaser/s /s directly and / or indirectly, shall into do any act, deed, matter or thing, whereby the Developers may be prevented from putting any such additional and /or new construction and /or shall not raise objection and/or obstruction, hindrance or otherwise.

Purchaser/s, with intention to bring all persons into whosoever hands the premises and/or its rights, entitlement and obligations under this Agreement shall come, hereby covenants with the Developers as flows;-

To maintain the said Premises at the Purchaser/s cost in good and tenable repair and condition as the date that of possession of the said Premises taken and shall not do or suffer to be done anything or to the Real Estate Project which may be against rules, regulations or bye laws or change / alter or modify addition in or to the said Tower / Wing in which the said Premises is situated and the said Premises or any part thereof without the consent of the authorities and Developers.



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Nothing contained in this Agreement is intended nor shall be construed as a grant, demise or assignment of law, of the said Premises or the

Real Estate Project of said Properties and / or any building / towers / sings. As may be constructed thereon, or any part thereof. Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all the spaces, parking spaces, lobbies, staircases, terrace, recreation spaces and all other areas and spaces and or will remain the property of the Developers as hereinabove mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

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## 25. The Developers shall not mortgage or create a ch

After the Developers executes this Agreement for Sale, it shall not mortgage or create an charge on the said Premises and including such mortgage or charge is made or created notwithstanding anything contained in any other law for the time being inforce, such mortgage or charge shall be affected the right and interest of the Purchaser/s who has the or agreed to take such said premises, Provided however that nothing shall affect the already subsisting mortgage. charge created over the said Premises as out in Recital Annexure "\_\_\_" above, which will be subject to the objected received from the mortgagees therein.

## 26. Binding Effect :-

Forwarding this Agreement for Sale to the Pure Developers does not create a Binding obligation nu the partit Developers or the Purchaser/s until, firstly, the P Nedutersant and delivers this Agreement for Sale with all the annexure along with the payments due as stipulated in BARBARBANDES plan at Clause 3 above, within 30 (thirty) days from the date of feceipt by the Purchaser/s and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Developers. If the Purchaser/s fails to execute and deliver to the Developers this Agreement for Sale, with 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a Notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s , the application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

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The Purchaser/s hereby nominates (MRS.PAVITHRA DANENDRA SHETTY) ["said Nominee"] as his / her / their nominee in respect of the said Premises. On the death of the Purchaser/s, the nominee shall assume all the obligations of the Purchaser/s under this Agreement for Sale and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Purchaser/s shall at any time hereinafter be entitled to substitute the name of the Nominee. The Developers shall only recognize the Nominee

as the Nominee substituted by the Purchaser/s (if such substitution has been intimated to the Developers in writing) said deal with

him / her / them in all matters pertaining to the said premises, till the time the necessary order of the Court of Law has been obtained by any legal heirs and/ or representative of the Purchaser/s s.

 The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, branches, omissions, commissions etc. of and/or by the Nominee.

## 28. Entire Agreement :-

This Agreement for Sale, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, and other agreements, bookings, letter of acceptance, allotment letter, corresponding arrangements whether written or oral, if any, between parties in regard to the said apartment/ plot / buildings as the case maybe.

84/ SUBGREAN UNS Fight to Amend :

This Agreement for Sale may only be amended through with the consent of the parties.

30. <u>Provisions of this Agreement for Sale applicable to Purchaser/s s and subsequent Purchaser/s s</u>:-

It is clearly understood and so agreed by and between the Parties hereto that all the Provisions contained herein have the obligations arising hereunder in respect of the shall equally be applicable to and enforceable against the subsequent Purchaser/s s of the said premises,

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in case of transfer, as the said obligations go along with the premises, for all intents and purposes.

# 31. Method of Calculation of proportionate share; $9\% \xi \xi$

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Wherever in this Agreement for Sale it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in the Real Estate Project or the Whole Project, as the case may be, the same shall be in proportions to the carpet area of the said Premises to the total carpet area of all the said premises / units / areas / spaces in the Real Estate Project of the Whole Project as the case may be.

## 32. Further Assurances :

Both Parties agree that they shall execute, acknowledge, deliver to the other such instruments and take such actions, in addition to the instruments and the specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement for Sale or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### 33. Waiver :-

No forbearance, indulgence of relaxation or inaction by either party at) any time to require performance of any of the provisions of these presents shall in any way affect, diminish or providers the rights of such party to require performance of that provision and any wayer of acquiescence by such Party of any breach of any of the Provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

### 34. Place of Execution :-



The Execution of this Agreement for Sale shall be complete only upon its execution by the Developers through its authorized signatory at the Developer's office, or at some other place, which may be mutually agreed between the Developers and the Purchaser/s, in Mumbai City. After the Agreement is duly executed by the Purchaser/s and the Developers or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement for Sale shall be deemed to have been executed at Mumbai.

The Purchaser/s and / or Developers shall present this Agreement for 35. Sale as the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Developers will attend such office and admit execution thereof.

All notices to be served on the Purchaser/s and the Developers as 36. contemplated by this Agreement for Sale shall be deemed to have been duly serted if sent to the Purchaser/s or the Developers by

CORCI-S Courier or Registered Post A.D. or notified email ID/ Under Certificate Posting at their respective address specified below:-

For Purchaser/s :-

Name of the Purchaser/s :- Mr.DANENDRA KOROGU SHETTY

Address of Purchaser/s :- Building no.7,Room no.-9,Sector-2,Nerul West,Navi Mumbai, Thane, Nerul Node-3, Maharashtra-400706

Mobile No. Natified Email ID.

or Developers Having its registered Difica at :-

:-M/S SHREE SIDDHIVINAYAK CONSTRUCTION CO. 8th, Nilkantha shopping centre, 2nd floor, Navroji lane, kama galli, Ghatkopar west, Mumbai 400086.

It shall be the duty of the Purchaser/s and the Developers towards each other of any change in address subsequently execution of this Agreement for Sale in the above address Registered Post failing which all communications posted at the above address shall be deemed to be received by the Developers or the Purchaser/s, as the case may be.

37. Joint Purchaser/s s :-

> That in case there are Joint Purchaser/s s all communication shall be sent by the Developers to the Purchaser/s whose address appears first and at the address given by him/her and shall for all intents and purposes to consider as Developers served on all the Purchaser/s.

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Stamp Duty and Registration Charges ;-

The Charges towards stamp duty fees and registrations charges of

- this Agreement for Sale and all out of pocket expenses and charges and expenses on all document for sale agreement of transfer of the said premises and the sad car parking Spaces/ s shall be borne by the Purchaser/s alone.
- 39. Dispute Resolution :-

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Any dispute or difference between the Parties in relation to this Agreement for Sale and or the terms hereof shall be solved amicably. In case of failure to settle such dispute amicably such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

40. Governing Law :-

This Agreement for Sale and the rights, entitlements and obligations of the Parties under or arising out of this Agreement for Sale shall be construed and enforced in accordance with the laws as applicable in Mumbai city, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to the matters pertaining to this Agreement for Sale.

41. Permanent Account Numbers :-

Details of the Permanent Account Numbers Purchaser/s are set out below :-

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PARTY	PAN CARD NO.
M/S SHREE SIDDHIVINAYAK	ABFFS3889P
CONSTRUCTION Co. through its	
Partner Mr. LAXMANBHAI	
DHANJI SINGHANI (PATEL)	
Mr.DANENDRA KOROGU SHETTY	EBOPS1561R
Building no.7,Room no9,	
Sector2,Nerul West,Navi Mumbai,	
Thane, Nerul Node-	
3,Maharashtra-400706	
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Construction of this Agreement for Sale :-

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any interference to any statute or statutory provision shall include :-

- (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, reenacted or consolidated); and
  - modifications re-enactment, any amendment, substitution or consolidation thereof (whether before, on or after the date of this Agreement for Sale) to the extent modifications, reenactment, such amendment. substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement for Sale as applicable, and (to the extent liability there under may exit or can aeries) shall include any past stator provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

any reference to the singular shall include the plural and viceverse;

The provided set of the masculine, the fermions and /or the neuter shall include each other.

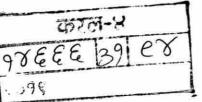
The Schedules and Annexures form the part of this Agreement for Sale and shall have the same force and effect as expressly set out in the body of this Agreement for Sale, and any reference to this Agreement for Sale shall include any schedules to it.

- (v) References to this Agreement for Sale or any other document shall be construed as references to this Agreement for Sale or that other documents as amended, varied, notated, supplemented or replaced from time to time.
- (vi) Each of the presentations and warranties provided in this Agreement for Sale is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement for Sale limits the extent or application of another clause.

Reference to a person (or to a world importing a person) shall be construed so as to include;



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- (a) An individual, firm, partnership, trust, joint venture Company, corporation, body corporate, unincorporated body associated, organization, any government or any agency of a government or state, or any municipal authority or other Governmental body (with or not in each case having separate legal Person or separate regarming); and
   An individual, firm, partnership, trust, joint venture Company, corporate, unincorporated body corporate, unincorporated body associated, organization, any government or any agency of a government or state, or any municipal authority or other Governmental body (with or not in each case having separate legal Person or separate regarming); and

# THE FIRST SCHEDULE OF THE SAID PROPERTY HEREINABOVE REFERRED TO :-

ALL THAT piece and parcel of land and the structures, buildings, standing on land bearing C.T.S. Nos. 6 (Part), 7, 7/1 to 7/3, 9, 9/1 to 9/4 and 10 (Part) of Survey Nos. 256 and 257, admeasuring about 7159.40 Sq.Mtrs., (as per P. R. card), of Village Mulund (West), Taluka Kurla, Shastri Nagar, Bal Rajeshwar Road, Mulund (West), Mumbai – 400 080 and situate within the limits of T Ward of Municipal Corporation of Greater Mumbai.

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## THE SECOND SCHEDULE OF THE SAID PROPERTY-A REFEINABOVE REFERRED TO :-

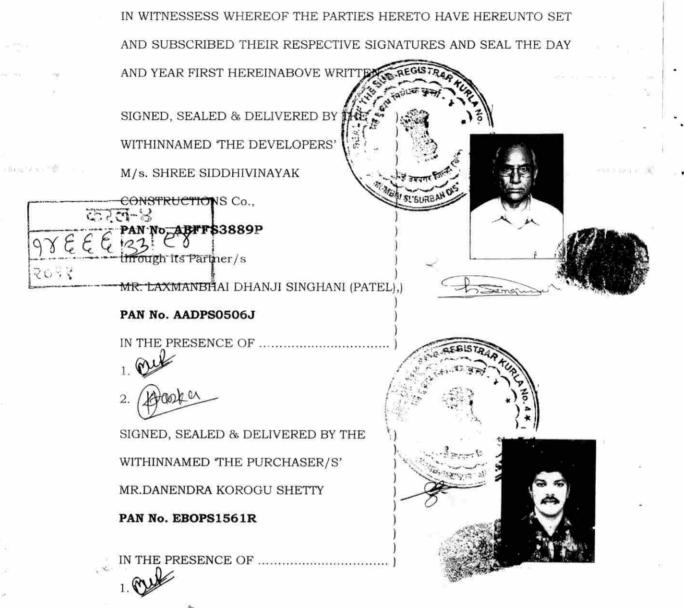
THE RESIDENTIAL FLAT No.603, admeasuring 225 Sq.Ft., Carpet area, on  $6^{TH}$  floor in 'C' Wing of the building known as "SAI SADAN" to be constructed on the said property, more particularly described in the First Schedule hereunder written.

## THE THIRD SCHEDULE HEREINABOVE REFERRED TO :

(Details of the Common area facilities in the real Estate Project)

- > CP fitting and sanitary ware of Common Brand.
- > Vitrified floor
- Acrylic paint
- Concealed ISI copper wiring.
- Daddo Tiles Flooring glazed tiled in all toilet
- Living Room French Windows with Aluminum window.

Sliding window in kitchen.







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Received from the Purchaser/s i.e. Mr. Mr.DANENDRA KOROGU SHETTY, a sum of Rs.10,00,000/- (TEN LAKHS ONLY), being part consideration of Flat No.603 on 6<sup>RD</sup> floor IN °C' Wing of the building known as SAI SADAN, situated at Shastri Nagar, Bal Rajeshwar Road, Mulund (West), Mumbai – 400 080., as stated in Clause No. 2 a hereinabove as under :

Cheque No./RTGS	Amount (Rs.)	Dated	Bank name & branch
RTGS	2,00,000/-	20.08.2019	Karnataka Bank Ltd. (Panvel Branch)
RTGS	2,50,000/-	30.08.2019	Karnataka Bank Ltd. (Panvel Branch)
RTGS	3,00,000/-	11.09.2019	Karnataka Bank Ltd. (Panvel Branch)
RTGS	2,50,000/-	.09.2019	Karnataka Bank Ltd. (Panvel Branch)

WE SAY RECEIVED Rs. 10,00,000/- (TEN LAKHS ONLY) For M/s. SHREE SIDDHIVINAYAK CONSTRUCTIONS Co,

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Mr. LAXMANBHAI DHANJI SINGHANI (PATEL) <u>Partner</u> DEVELOPER/S

<u>WITNESSES</u>: 1. Mult Milcun vmesh Rufil

(kanchan J. Lotonkan)



MUMBAI : DATED 19 day of NOVEMBER, 2019

M/s. SHREE SIDDHIVINAYAK <u>CONSTRUCTIONS CO.</u> DEVELOPER/S

AND

Mr. DANENDRA KOROGU SHETTY

PURCHASER /S

21 Slum Rehabilitation Authority 5th Floor, Griha Nirman Bhavan, Bandra (East), Mumbai 400 051, Fax:022-26590457 Tel:022-26590519 / 0405 / 1879 / 0993 E-mail:info@sra.gov.in No.: SRA/ENG/001/T/PL/LOI Date: 12 1 NOV 2009 करल-४ 70, ĘE 63 88 Shri G.S. Gokhale, Architect 1. A/9, Om Riddhi Siddh S.N. Road, Mulund (W) 2098 Mumbai-400 080. M/s. Siddhivinayak Construction Co 2. Developers. E SUB-REG 2/3, Moti Baug, Navroji Lane, Ghatkopar (W), Mumbai-400 08 Pandit CHS. 3. Society. 3 At Bal Rajeshwar Road, Mulund (W), Mumbai-400 080 Proposed slum Rehabilitation Scheme on plot Sub: C.T.S. Nos. 6(pt.), 7, 9(pt.) & 10(pt.) of village Mulund (W) at B.R. Road, Mulund (W) for Pandit SRA CHS. Ref.: SRA/ENG/001/T/PL/LOI Sir, By direction, it is to inform you that with reference to the above mentioned Slum Rehabilitation Scheme on plot bearing C.T.S. Nos. 6(pt.); 7, 9(pt.) & 10(pt.) of village Mulund (W) at B.R. Road, Mulund (W), this Letter of Intent is considered and principally approved for the sanctioned FSI 2.108 (Two Point One Zero Eight) in accordance with Clause No. 33 (10) & Appendix - IV of amended D. C. Regulations, out of which maximum FSI of 2.50 shall be allowed to be consumed on the plot, subject to the following conditions.

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Dy. Ch. Engineer Slum Rehabilitation Authority

## No. SRA/ENG/ 001 / T/PL/LOI

- That you shall hand over 59 numbers of tenements to the Slum Rehabilitation Authority/M.C.G.M. for Project Affected Persons, each of carpet area 20.90 sq.m. free of cost.
- 2. That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the Licensed Surveyor/ Architect.
- 3. That you shall rehouse the eligible slum dwellers as per the list certified by the Addl.Collector (Enc.)/Asst.M.C. of MCGM/CO (MHADA) by allotting them residential tenements of carpet area of 25 sq.mt. and / or residential-cum-commercial of carpet area of 25 sq.mt. and /or commercial tenements as per the area of 25 sq.mt. and /or commercial tenements as per the area of the carpet area of 20.90 sq.mt., whichever is less, free of cost and constructing the same as per building specifications/ norms/building bye-laws.
  - 4. That you shall register society of all slum dwellers to be rehoused under Slum Rehabilitation Scheme and Project Affected Persons (PAP) nominated for allotment of tenements by the Slum Rehabilitation Authority or any other Competent Authority.

**Region** that if required along with the other societies, you shall form a leave tion of societies so as to maintain common amenities such as internal road, recreation ground, street lights etc.

That you shall incorporate the clause in the registered agreement with shum dwellers and project affected persons that they shall not sell of transfer tenements allotted under Slum Rehabilitation to anyone else except the legal heirs for a period of 10 (ten) years from the date of taking over possession, without prior permission of the EDO (SRA).

- 7. That you shall provide transit accommodation to the slum dwellers with requisite amenities, if required to be shifted for construction of proposed building, till the permanent tenements are allotted and possession is given complying all formalities and existing amenities shall be maintained in sound working condition till slum dwellers are re-housed in the proposed rehabilitation tenements.
- 8. That you shall bear the cost of carrying out infrastructure works right upto the plot, and shall strengthen the existing infrastructure facility and / or provide services of adequate size and capacity as per the directives of the undersigned.

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P melular

4/ SUBURBAN

# No. SRA/ENG/ 001 / T/PL/LOI 2009

That you shall submit layout and get the same approved before 9. obtaining Commencement Certificate.

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- That you shall submit the P.R.C. as required till which time 10. development shall be restricted to 75% of permissible built up area. 80
- That you shall restrict the built up area meant for sale in the open 11. market and built up area of rehabilitation as per the salient features Annexed herewith. XFFFF

SR.	DESCRIPTION	2098	AREA IN SQ.MT.
NO	* ·	* 198	
1.	Area of the plot / slum		7159.40
2.	Area of the plot arrived at for computation	of F.S.I.	6209.348
3.	Rehabilitation component as per D.C.R.3	33/(10)	7003.60
4.	Sale component as per D.C.R.33(10)		7003.60
5.	Rehab. Built-up area		6083.083
б.	Sale Built-up area		7003.60
7.	F.S.I. Sanctioned	B.REOISTRAF.	2.108
8.	Total Built-up area approved		3086.68c
9.	No. of slum dwellers to be re-accommodat	ted	* 181
10.	No. of PAP tenements generated in series	Cal Server Cal	59
11.	Area of unbuildable reservation/ro surrendered (a) Road Setback (b) 9.15 mt. D.P. Road.	-	680.75 786.37
L	Xero Rig	x Copies Suppl nt to information im Rehabilitation	ied Under in Act-2005 in Authority

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Dy. Ch. Engineer Slum Renabilitation Authority

## No. SRA/ENG/ 001 / T/PL/LOI 2 NOV 2009

	[a] T.T. (Truck Terminal)	
Î	[b] P.S.(Police Station) [c] T.D.(Town Duty Office)	348.05 47.40 454.98
13. E	Built up Area permitted on the plot (Rehab.+Sale)	13087.43

98EEE 300 falle dequ	shall get the plot boundaries demarcated and the wall shall be constructed prior to commencing building the same shall be certified by the concerned Architect esting for C.C. beyond the plinth level.
	shall accommodate the l

accommodate the huts getting cut along the boundary of the plot demarcated by the staff of the City survey office.

That you shall get the plans approved for each building separately 14. with due mention of the scheme of Rehabilitation under D.C.Regulation No. 33(10) and with specific mention on plan of the rehabilitation building / tenements for slum dwellers and project affected persons that the same are for rehousing of slum dwellers and project affected persons. Tenements to be allotted to the PAP shall be hatched with due mention that they are for allotment of PAP nominated by the concerned Authority (M.C.G.M.)

secision you shall submit the NOC's as applicable from the concerned , H.E., Dy. Ch. Engg (SWD), CFO, Tree Authority, Railway Authorny, Civil Aviation Authority, Authority of Defense Department, Authority of High Tension Power Transmission Lines, BSES, Ld., Geologist in the office of the undersigned before requesting of Approval of plans or at a stage at which it is insisted with a concerned Executive Engineer (SRA). Civil Aviation Authority, Authority of Defence

SUBURBAT Dellyou shall submit the indemnity bond indemnifying the Slum chabilitation Authority and its officers against any damage or claim arising out of any sort of litigation with the slum dwellers or

That you shall obtain the permission for construction of the -17. temporary transit accommodation from the office of C.E.O.(S.R.A.) along with the phased development programme.

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#### No. SRA/ENG/ 001 / T/PL/LOI 2 NOV 2009

- That you shall submit the Agreements with the photographs of wife 18. and husband on the agreements with all the eligible slum dwellers before requesting for Commencement Certificate and the name of the wife of the eligible occupier of hut shall be incorporated with joint holder of the tenements to be allotted in rehabilitation building.
- That you as Architect / Developer / Society shall strictly observe 19. that the work is carried out as per phased programme approved by the undersigned and you shall submit regularly quarterly progress report to the undersigned along with photographs with certificate
  - that the progress is as per approved phased programme. Even if the progress is nil, report shall be submitted by the Ablicet 8 stating reasons for delay.
- That the tenements proposed for rehabilitation and tenements 20. proposed for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A.& C. of concerned ward to assess the property tax.
- That you shall submit the statement of tenements No. allotted to 21. the eligible slum families in the proposed rehabilitation building with Sr. No. in Annexure - II etc. with the certification from the Architect and owner/developer at the stage of final allotment of the tenements in rehabilitation building for verification by the office of the CEO (SRA).
- That the possession of the tenements and shops the 22. handed over to the eligible hutment dwellers befo 1 vin registered and transit accommodation given is suffer dered a the dues to the MHADA has been cleared.

That you shall get D. P. Road/Setback 786.37 sor mt., demarcated 23. from A. E. (Survey)/D.P./ T & C department of M.C.C.M. and handed over to M.C.G.M. free of cost, free of accumptances by changing ownership in the name of M.C.G.M. dur developed as per Municipal specification and certificate to that effect obtained and submitted.

That you shall submit the report from Govt. valuer regarding the 24. cost of the project alongwith an indemnity bond and justification for allowing the development of the plot in CRZ-II before approval of plans.

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Dy. Ch. Engineer Slum Rehabilitation Authority

## No. SRA/ENG/ 001 / T/PL/LOI 2 NOV 2009

- That the built up premises adm. TD 454.98, PS 47.40, TT 348.05 25. sq.mt. shall be handed over free of cost to MCGM/Respective Govt. Authority for which reservation is proposed in development plan.
- That the lease agreement with land owning Authority shall be 26. executed before asking for occupation permission.
- That T.D.R. for non-buildable reservation proposed to be handed 27. over to Planning Authority and four built up amenity of Nil proposed to be handed over shall not be claimed at any time in

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# hat the rehabilitation component of scheme shall include.

- Nos. of Residential tenements. 169bl
  - 12 Nos. of Commercial tenements.
  - Nos. of R/C tenements -
  - 59 Nos. of PAP Tenements
  - No. of existing Amenities
  - No. of Balwadi 03

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- g) 03 No. of Welfare Centre.
- h) 01 No. of Society office.

That proportionate infrastructure development charges ( Rs. 560/-29. per sq. mt.) and deposit (Rs.20,000/-per Rehabilitation tenement) in Rehabilitation Component shall be paid as per the modified D. C. Regulation and policy of Slum Rehabilitation Authority.

That the layout recreation ground admeasuring 711.43 Sq. mt. 30. hall be duly developed before asking for occupation of sale REGISDADing.

That the quality of Construction work of building shall be strictly monitored by concerned Architect / Site supervisor / Structural Engineer and report on quality of work carried out shall be ubmitted by Architect every three months with test result etc.

parate P. R. Cards for road/ set back, actually implemented alsi A SUBURBANCE ation pockets, net plot shall be obtained and submitted Flore asking for Occupation certificate.

That this Letter of Intent is issued on the basis of plot area certified 33. by the Architect and other relevant documents. In the event of change of any of the above parameters, during actual site survey by D.I.L.R./ City Survey Office, than sale area consumed on the

#### No. SRA/ENG/ 001 / T/PL/LOI 1 NOV 2009

plot will be adjusted accordingly so as to keep total consumption of R.S.I. on the plot within 2.50.

- That No Objection Certificate from respective Land Owning Authority wise i.e. MHADA / GOM shall be issued within one month from approval of S.R.S. as per Clause No. 2.8 of D.C.R. 33 (10).
  - That necessary formalities for executing lease agreement shall be initiated by MHADA/Collector for leasing the plot and lease documents shall be executed.
- This Letter of Intent gives no right to avail of extra F.S.I. granted 36. under D.C. Regulation 33(10) upon land, which is that your property. Ę に定 3
  - That the Arithmetical error if any revealed at any corrected on either side.
- That this letter of intent shall be deemed to be cancelled in case 38. any of the documents submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.
- That you shall pay total amount of Rs. 49,20,000/- towards 39. deposit to be kept with SRA at the rate of 20,000/- per tenement and total amount of Rs. 33,19,700/- @ Rs.560/- per sq.mts. on 5928.03 sq.mts. towards Infrastructural development charges.
- That you shall pay development charges as per 124 E of 40. M.R.&T.P. Act separately for sale built up area as per provisions of M.R.& T.P. Act.
  - That this LOI is valid for the period of 3 (three) the day date hereof. However, if IOA/CC is obtained for any softe the project then this LOI will remain valid Com Ħ estimated project period.
- That you shall rehouse all the additional humant d 42. declared eligible in future by the Competent Autority
- That the allotment of rehabilitation tenements to the element 43. verox roinon auton Authority dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Asst. Registrar of societies (SRA) and statement of rehab. tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements No. in rehab./composite

Right To Information Activity

time shall be

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## No. SRA/ENG/ 001 / T/PL/LOI 21 NOV 2009

Annexure – II etc. duly certified by the concerned society of slum dwellers and Asst. Registrar (SRA) shall be submitted before requesting for occupation permission to the rehab. tenements.

44.

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B.REGE

That you shall display the details such as Annex – II, date of issue of important document like LOI, Layout, C.C., O.C.C. on world wide web site through suitable web site and provide linkage to SRA web site from this web site, in the alternative, you may display this details on SRA web site within a period of one month from the date of LOI.

That you shall display bi-lingual sign boards on site and painting of SRA Logo on rehab buildings as per Circular MOSRA/Admn/Circular No. 64/569/2004 dtd. 14/10/2004.

That you shall complied with following conditions before applying for approval of any building in the scheme.

- The original copy of the re-verified and certified Annexure II from the competent Authority viz. Addl. Collector (Enc.), Mumbai Suburban District.
- (ii) The Minutes of the General Body "Pandit CHS " regarding public reading and adoption of the re-verified and certified Annexure-II and remarks therefore of the Assistant Registrar of Society (SRA).

The relevant orders containing special directions with regards to policy such as (a) Bank Guarantee, (b) Credit Rating, (c) Land Premium etc. which may be issued by the State Government under provisions of Section3k(1) of the Maharashtra Slum Areas (I.C & R) Act 1971 regarding additional conditions to be incorporated in the present Letter of Intent" (LOI).

47. a)

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That the copy of the Annexure – II shall be displayed by the society of sium dwellers on the notice board of society for the period of 30 days. Intimation about the display of Annexure – II shall be given by the society to the office of the Dy. Collector (SRA), 3 days before the date of display. Displayed Annexure – II shall be kept easily accessible to the staff of SRA for inspection and if it is observed that the procedure laid down above for display of Annexure – II is not followed, the responsibility of the same shall be of the concerned developer / C.H.S. and in that case they will be

## No. SRA/ENG/ 001 / T/PL/LOI 21 NOV 2009

liable for suitable action. One hard copy of the Annexure - II and one soft copy in CD Rom shall be handed over to Dy. Collector (SRA)'s office by the Co-operative Housing Society / developer before display of Annexure - II on site.

Any slum dweller held not eligible by the authority or h) wishing

any change should make application to the appretest authority with supporting documents within one issue of this letter failure to which no ching of nature be entertained.

- That you shall give wide publicity in dre Marathi & one c) English news paper for the approval of S. R. Scheme and paper cutting shall be submitted to this office.
- The certificate from office of the Dy. Collector (SRA) for d] satisfactory compliance of above requirements shall be submitted before requesting for approval to the building plans.
- That you shall obtained the permission for construction of 48. temporary transit accommodation from the office of the The SI along with the phase development programme eligible slum dwellers shifted in the transit camp with sate of then displacement from their existing huts shall be submitteer sefore aşking C.C. for rehab building.
- harvesting system the rain water 49. That installed/provided as per the provision of direction a (20,1) of Maharashtra under No. TPB/432001/2133/02230/01 11D1D.10/03/2005 and the same shall be maintained working conditions at all the times, failing penalty of Rs. 1000/per annum for every 100 sq.mtr. of built-up area shall be leviable.
- That you shall make payment in respect of the depreciated cost of 50. any toilet block(s) existing in the slum plot to the Municipal Corporation of Greater Mumbai through Ch. Eng. (MSDP), if the same is required to be demolished for development under SRA.

That the General Body Resolution from the society and N.O.C. from 51. the Police Authority shall be submitted before C.C. to the part of the building proposal on existing location of the religious structure (temple) or before asking approval of the plans of these religious New Contraction Act 200 COPIES SUPPLIED structure whichever is earlier. tion Authority

# No. SRA/ENG/ 001 / T/PL/LOL 2 NOV 2009

- 52. That you shall appoint Third Party Quality Auditor with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for implementation / supervision of S.R. Scheme.
- 53. That you shall appoint the PMC for the scheme and you shall submit quarterly progress report to the Slum Rehabilitation Authority before issue of plinth C.C.
- 54. That you shall submitted revised Annexure III as per Circular No.87 from further approval for the sale building.

 $\overline{c_{7.56}}$  That you shall pay for the premium as per Circular No.88 dtd.  $\overline{c} \in \overline{c} \in \mathbb{C} \times \mathbb$ 

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming full sanctioned F.S.I. separately for each building, in conformity with the D. C. Regulation No.33 (10), in the office of the undersigned.

Yours faithfully,

Executive Engineer Dy. Chief Engineer Sham Rehabilitation Authorit Blum Rehabilitation Authority.

The Chief Officer, MHADA

R.A.) A.E. (S.

Strant-Wind Schal Commissioner, "T " Ward, M.C.G.M. Shief Brighteer, Development Plan, M.C.G.M. Sellector (SRA) – Copy for information.

20/11/2007

Executive Engineer Slum Rehabilitation Authority Slum Rehabilitation Authority

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appoint new developer M/S. Siddhivinayak Construction by submitting fresh GBR dated 24/03/2000.

In view of the same this officer has process further U/s 13(2) for appointing new developers proposed by society and recording the earlier developer Om shree sai Developer. There after the earlier developer rose the dispute in the court. The chronological events may please be seen at page No. 3207 to 3211.

As per the para 12 & 14 at page 3209 to 3211 in said report it can be seen that appointment of M/s. Siddhivinayak as new developer is confirmed. Despite of above the applicants appeared before H.P.C. on 25/67/100 when it makes the applicant of the second sec

25/67/09, when it was again pointed to the said order of court confirming the appointment of M/s. Siddhivinayak Construction as new developer from which the present proposal for conversion from 225 to 2269 sq.ft. is put up herewith .

Now architect has submitted revised plans of balance two wing of composite building proposing 269.00 Sq.ft. carpet areas for rehab tenements vide his letter dated 2/10/08.

## Salient feature of the S.R. Scheme:

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During recent site inspection it has been observed that Developer has constructed Composite building as per following details.

Wing	Floor	Resi	Comm	W/C	Balwadi	Soc/Off	Sale T/s.	Pap
В	G+7	29	01	Nil	Nil	Nil	-	+
C	G+7	16	01	01	01		18	Mil
D	G+7	05	01	Nil		01	12	Jul
		1.00	101	1111	Nil	Nil	24	18

Work carried out is as per approved plans of the composite building u/r. It has been also observe that construction work of the readb wing 'A' & 'E' yet not started; it is to mention here that 54 nos of Readb tenements out of 128 t/s of carpet area 225 sq.ft. had been already sold out by Developer for creating construction fund accordingly plans of composite bldg. are amended on dated 29/4/04, the wing D is plans by eligible slum dwellers and sale tenements, the tenements of wing 'B' & 'C' are vacant.

Now Architect vide letter dated 2/10/08 proposed to considered 74 nos. tenements (128-54) as P.A.P. tenements and amenity structure such as Welfare centre, Balwadi & Society office. And he has requested for conversion of balance scheme to 269sq.ft carpet and thereby to increase in F.S.I from 2.5 to 3 proportionately.

28 AUG 2009

To, The Secretary, Housing Department, Mantralaya, Mumbai.

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Sub: Proposed slum rehabilitation scheme on plot bearing CTS No.6 (pt), 7 (pt), 9 (pt), 10 (pt) of village Mulund (W); for "Pandit Society Ltd"

Architect : Shri. G. S. Gokhale.

Developer: M/s Siddhivinayak Construction.

Society : "Pandit Society Ltd"

Please find enclosed herewith the request letter from Architect for alliwing the conversion of carpet area of Rehab tenements from 225.00 sq. ft. to 269.00 sq. ft. and allowing in situ 3.00 FSI in above referred S. R. Scheme. As per Govt. Notification U/No. TPB 4386/897/CR-1+5/08/UD-11 dated 16th April 2008. Thereby monthlying tages. 1.1, 1.2, 3.7 & 3.8 of Appendix-IV of DCR 33(10). Copies Right To Information Authority Right To Information Authority

### Brief History of the Scheme:

Slum Ruhabilitation Auth

In this case the S. R. Scheme on above ref approved for the slum plot bearing CTS No.6 (pt), 7 (th), 9 (pt) of) village Mulund (W) for "Pandit Society Ltd". The ICH Issued SRA/ ENG/ 001/ T/ STGL/LOI dated 06/01/19 the scheme is on Government Land.

Accordingly L.O.I. was issued to M/s.Om Shree Sai Developed 6/01/1998, on the basis of then GBR submitted further plinth CC was already issued to said developer u/r. SRA/CE/154/T/PL/AP on dated -5/01/1998. However there after the said Developer could not complete urther work for 10 years & hence society of slum dwellers preferred to

Architect has submitted letter from Committee of slum society for 269.00 sq.ft. carpet area for balance scheme, where buildings are not Constructed and G.B.R. of the society will be insisted before LOI revision.

"As per Govt. Notification TPB 4308/897/CR-145/08/UD-11 dated 16th April 2008, for the conversion of carpet area from 225.00 sq. ft. to 269.00 Sq. ft. the in situ FSI for the Scheme of 2.50 shall be modified and allowed up to 3.00 and premium at the rate of 25% in terms of ready Reckoner in respect of Slum Rehabilitation Scheme proposed to be undertaken on lands owned by Government, Semi Government, PZ

Also as per Govt. Notification TPB 4308/1270/CR-175/08/UD-11 dated 11th June 2008, as new Sub Regulation 10.1 (A) has been added after Sub Regulation 10.1 of Appendix-IV of Reg. 33(10). As per new Sub Regulation 10.1 (A), in case of slum redevelopment Scheme in process, and scheme where LOI has been issued and if full Q.C.C. has not been granted, then the owner/developer etc. may convert the proposal within one year from the date of the Notification in accordance with the modified regulation only regarding the size of tenements and proportionate loading of FSI in situ. In the present case, Architect has approached this office on 16/05/2008 for conversion of the S R Scheme from 225.00 Sq. ft. to 269.00 Sq. ft. Carpet area i.e. well within one year & also within the stipulated date of 12/12/2008 as per the U. D.'s letter dated 27/2/2008. However the developer has already completed 128 Nos. of rehab tenements with carpet area of 225.00 sq. ft. (20.90 sq.mtr) 54 nos. tenements are sold by him for creating construction fund, accordingly the plans of composite building had been amended on dated 29/4/04.

This present developers u/r. has so far constructed the will B,C,& D., out of five wings, wing A & E are to be constructed in the Developer requested for conversion of the constructed wine as composite has been already approved as developer has sold 54 test out of the constructed in three wings as mentioned in table. When there are Rehab tenements & 18 PAP are still exist as vacant rooms Now Developer has represented proposing to treat these entries  $56\pm18$   $\pm72$  tenements as PAP tenements and has proposed to allot the chemical proposed to all Rehab tenements & balance PAP's in the balance wing A subject of constructed on site which are proposed to be constructed of 205

ft. and thereby increasing the FSI from 2.5 to 3.00 properties and the proposal of Architect is principally accepted by offert. If the proposal of Architect is principally accepted by offert, then details scrutiny of balance work will be done as proposed by him, & in accordance with provisions of DCR, structural stability & safety point of

view and matter of allowing in situ 3.00 FSI & fresh GBR in presence of A.R. (S.R.A) will be processed further on merits.

Therefore, Secretary Housing is requested to approve the proposal as stated above and forward the same to Principal Secretary U.D.-I Department for further sanction to grant approval of the following:

a) To allow to consider the already constructed rehab tenements of 225.00 sq.ft. carpet area as PAP tenements.

b) To allow conversion of scheme for increase in carpet area from 225.00 Sq.ft. to 269.00 Sq.ft of rehab tenements.

c) To increase in-situ FSI from 2.5 to 3.00 for the scheme on land under subject matter.

Submitted for approval to portion side lined 'X' above please.

Chief Executive Officer Slum Rehabilitation Authority

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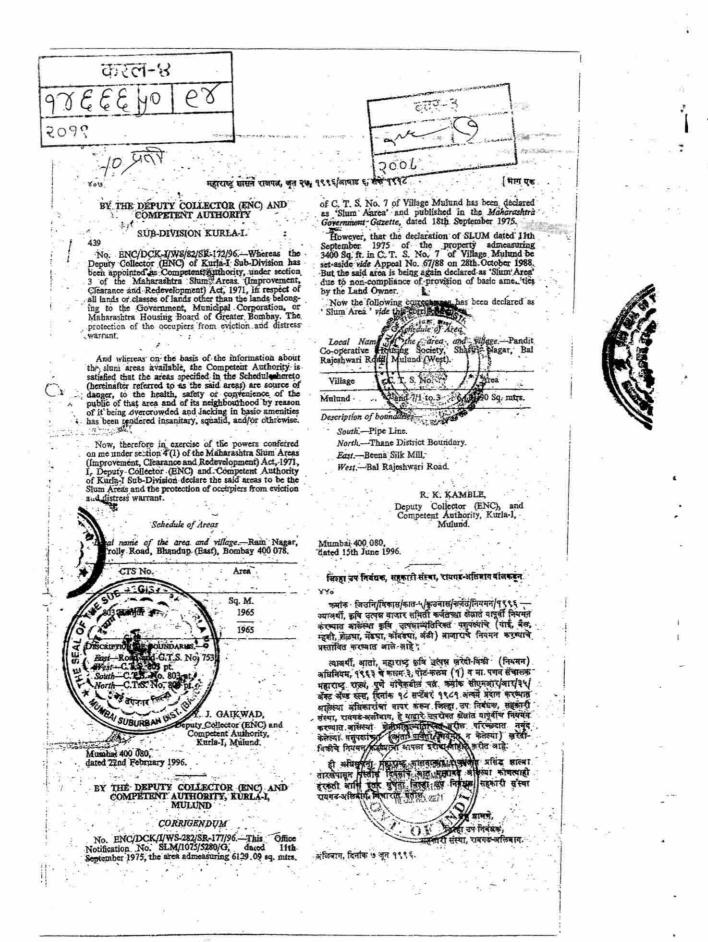
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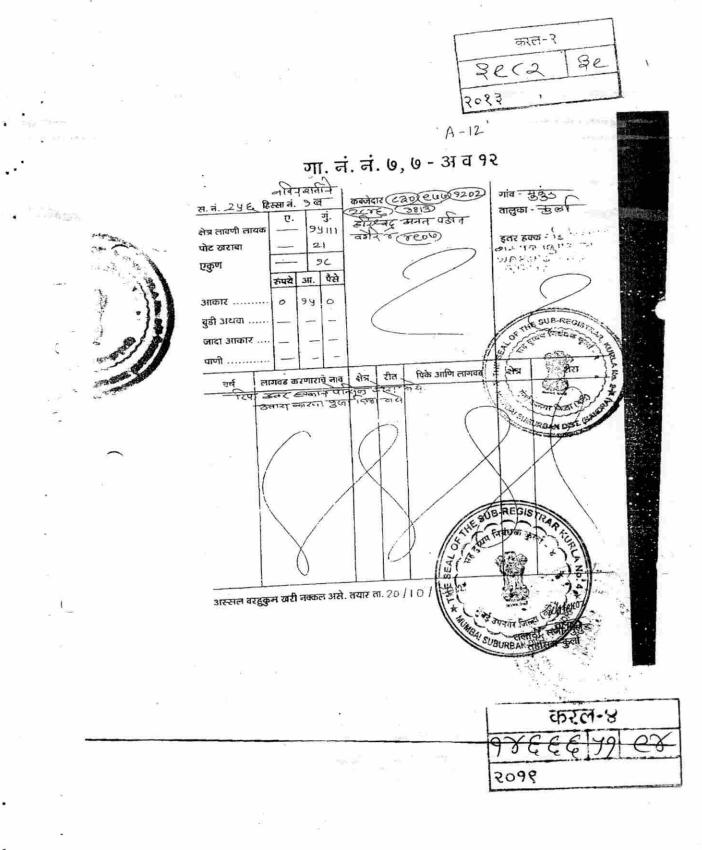
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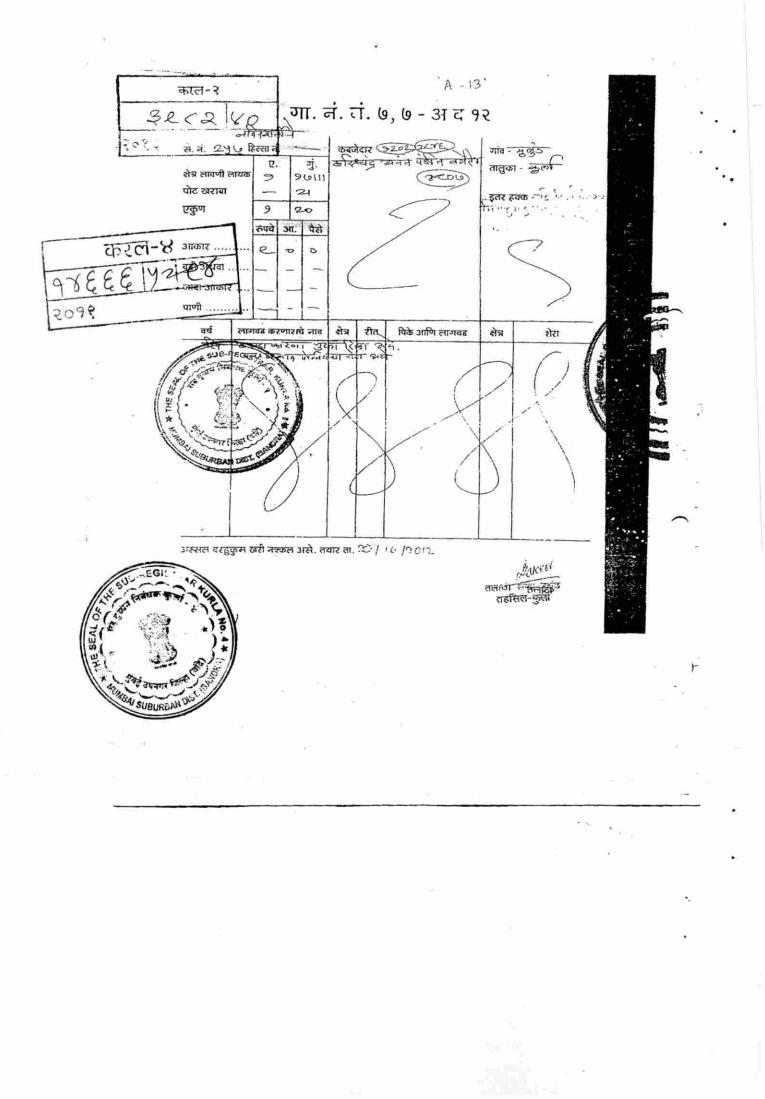
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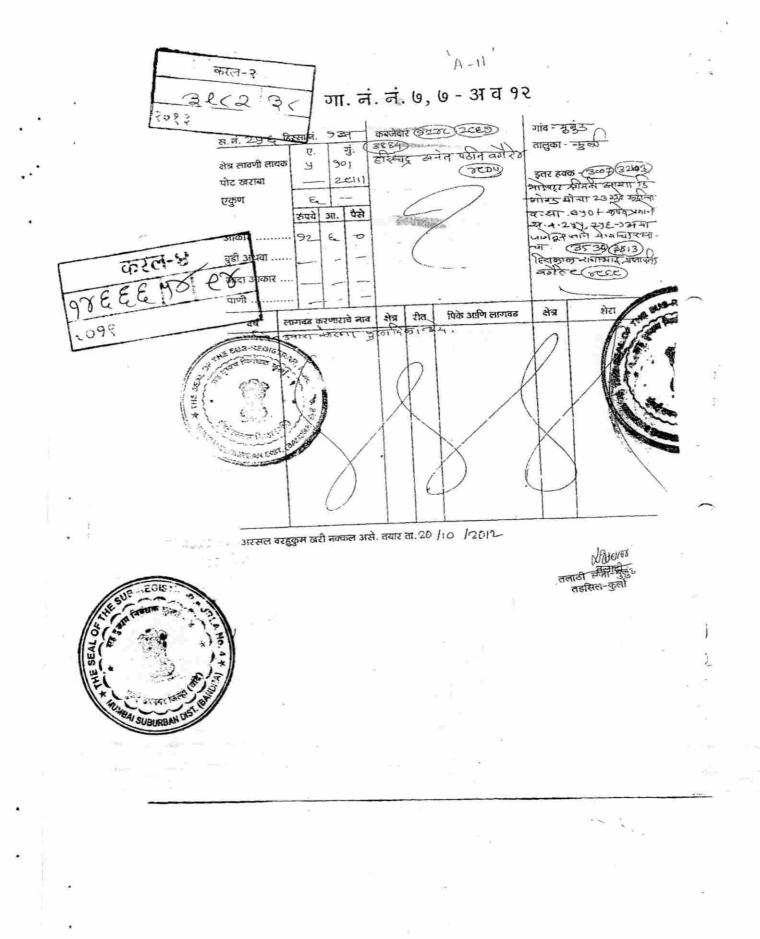
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6.42.3 ताबा पावजी 0 भार अपर जिल्हाधिकारी, द्रोगडपटटी प्रतिपुत्त प्राधिकरणा यात्रे वलीर पत्र त्रमांकडो चुर प्रा. / आज/पहित/१३३१/ दिनांच १५-११-९७ अन्यथे: ताबा पावती तिहून घेणार, -मुख्य प्रवर्तक वंडित सह गृष्टीनर्भाणा संस्था [ नियो ] न्तुंड • <िताबा पावतो तिहून देणार:- मा•उपजिल्हाधिकारो[अति•] तुर्ला-१. ताबा पावतो लिहून रेतो की, मोधेलकि येथी ल में। इत सहकारो गृष्ठीनभाषा संत्था यांना महास्वर्धनित के वस्ती अधिनियम हः १९७१ काम १४ [१] अन्वये खालील प्रभागों सम्म न करणीत आतेत्वर आमनो वा ाबा दिनाँक १९·११·९७ रोजो तुम्हाँस दिल तावा दिलेल्या अभिनोधे वर्णन गाव थेत्र वो गी जेरेका झोयडया ጘ፞፞፞፞፞ጜ፟፞፞፞፞፞፞፞፞፞፞፞፞፞ ਸੁਕ੍ਰੰਤ ε t. करल-४ 833 . 40 0, 1/2 1 3 6799 . 40 EEE Ren 9, 018 2 8 786 . 60 \* 20 4. 799 . 40 2098 1248 · 4 दिनाँव - २९ - ८ - ९६ रोजो वेलेल्या संयुक्त मोजण किस्तार R ताबा दिला. WARKISHIN B. SHAR GREASER ALVIEN वरिल जमिनीवा ताबा MAHARASHTRA TRUE COPY arar मिठाला • REGD. NU. 227 CERTIFIED S.M. UB-REGIS COTOR (FA मुख्य प्रथतेक 39/24 ्रभ् इत्यरः SER.M. स्रा• बी पांडत तहकारी गृहीन्मी क्टराधकारी [ अति • ] तुलर्न रोस्था [ नियो • ] मुल्हे गुर्खुंड -14ARASITI2 2 6 DEC 2000 SUBURBAN D URLA HARHSHIN B. SHARMA ADVOCATE & NOTARY 1, OJAS BLOG., GROUND FLOOR, NEAR RATION OFFICE, S. N. ROAD, MULUND (W), MUMBAI - 400 080. TEL: 2552 2563, MOU: 9820115848









करल-२ मालमत्ता पत्रक Ĥ 10 sera मुलुंड (पश्चिम) तालुकारन.भू.मा.का. - न.भू.अ. मुलुंड 30 78-77 प्तार गबर क्षंत्र चो.मो. Pt a RA23 MICONTRACT? qatea Por IT-TH 2/8 त्याचेन .च 201 19.7 7 × [क-१] विनरांतीचा सारा बसीव R inform the second अग्रहे 1.6 ळ भारक (अनंत पांडुरंग पंडीत.) :57 ··· / Carl an other 1 「「「「「「「」」」 ÷., 1. 19 10 14 -17 व्यवहार खंड क्रमांक नविन घरत्क (था) महेरस (प) किला पह्र (प) पहाराष्ट्र शासन राजरव दि. १९/९९६ अभिस्याज्य क. इएनसी/क्रीसेने//प्रबल्युसा वेषर/प्रकार १८. ५/६. हि. ११//२६ अन्वते म. उपविषद्वविद्यां वेष्ट्रस्ति वा तथा ससम प्राविकारी, पूर्व क्रेक्सित एव क. उपवि(अधि/निष्का) पुर्वुष्टकावि व्रश्न १४. ३/६ हि.१५/३/१० नुसार प्रसारण्ड प्रेयेवर्ध्वि द्व्रिपारण नियुत्तेन प्रावेकार) जसि १९७१ वे कसा १४(१) खाली प्रसंपहन इसलेने नपूर्वः १, ४१ से १४ संपूर्ण सेन प्रमंपारित जालेने पारक सरती प्रसारण्ड जासन नले राजराव करन, पुरुव पारवत्थे नावे कनी/तेली. व सत्ताप्रकार म राखल केला, ATTEREDISTRAP 1 É Ganut থাকে महाराष्ट्र सासन 裙 URIN खरौ नक्कल -11.50 0.34 न.भू.अ. मुलुंड मुंबई उपनगर जिल्हा 80 अर्ज क्रमांक 393 ट अन्म क्रमाक २०० अन्द्र प्राप्त किन्नं सः 2.2.4 २१ ० अन्द्र प्राप्त किन्नं सः 2.2.4 २१ ० initiz करल-४ n-2 9788823 er 82 नगर भू नापन अस्तितारी उद्ये 19 4 2098 ----1 3- 50 1.6-7Ç UU-REGISTR के उपनगर जिल्हे MBAI SUBURBAN OLS

महाराष्ट्र शासन

क्रमांकः टिपीबी-४३१०/२३७०/प्र.क.१८३/ २०१०/नवि-११ नगर विकास विभाग, मंत्रालय, मुंबई ४०० ०३२ पिनांक: **१५** जुलै, २०१०

करल-४ EEEY P

विषयः सि.स.ज.६ (पै) ७ (पै). ९(पै) व २०१२ सोस।यटी लिमिटेड च्या प्रस्तावित झोंपडपट्टी पुनर्वसन थोजनेवाबत संदर्भः १) आपले शासनाच्या गृहनिर्माण विभागास लिहिलेले पत्र क.एसआरए/इएनजी/००१/टी/एसटीइएल/एल.ओ.आय. दिनोक २८/०८/२००९

२) शासनाच्या गृहनिर्माण विभागाकडील अनौ.संदर्भ क्र.झोपुयो-२००९/प्र.क.१०२/झोपसु-१, दिनांक ०८/११/२००९

महोदय,

प्रति,

मुख्य कार्यकारी अधिकारी,

औपडपट्टी गुनर्वसन प्रांधकरण,

वांद्रे (गूर्व), मुंबई ४०० ०५१.

पिषयोकित प्रकरणी, आपण आपलेकडील संदर्भिय पत्र क.१ अन्वये, शासनाच्या गृहोनगंण विभागिकडे पत्र पठिवृन नगर विकास विभागाकडील आदेश दिनाक १६/४/२००८ व दिनाक १२/१२/२००८ नुसार, विषयांकित जागेवरील झोपडपट्टी पुनर्वसन थोजनेमधील पुनर्वसित व प्रकल्पबाधीतंसाठी असलेल्या इमारतीमधील किमान ५९ प्रकल्पग्रस्तांचे पुनर्वसन करणेसाठी, तसेच पुनर्वसन इमारत क्र."औ" व "ई" या बांधकामास अद्याप सुरुवात न झालेल्या विगमधील सदनिकां वे चटई क्षंत्र २२५.०० चौ.फूटावरुन वाढवून २६९.०० चौ.फूट इतके वाढांवण्यासाठी व योजनेच्या दिकाणी इंगास्त क्र. "ओ" व "ई" विगच्या शिल्लक चांधकामारपूर्व क्रिक्ति विदेशांक २.५० यरुन वाढवून ३.०० इतका वापरण्यास मंजूर करणेवाबत विनंती क्रिय्ता प्रकार

शास ॥ च्या महनिर्माण विभागाने, नगर विकास विभागाकर पाठवित्र मार्गवर्त्त्य अनौपयारीक संपर्भ कर विचारात घेता, वरील विनंतीच्या अनुष्ठिमाने प्राप्त प्रस्ताव खौलोड्न अटीस अभी । सहन मंजुर करण्यात येत आहे.

१) एकृण १२८ (।६)-कांगैको विक्री करणेत आलेल्या ५४ एक्ट्रिकाव्यतिरिक्त योन्त्रिप् आवश्यक किमान ५९ सदीनकांचा वापर (२२५ ची.फूट) प्रकल्पग्रस्तांसीय (१२०१) करण्या

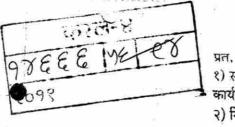
२) इमारत क." जे" व "ई" ज्यांचे बांधकाम अदयाप सुरु झालेल नाही, त्या विमसाठी संदीनकांचे चटडं क्षत्र २२५.०० चौ.फुटावरुन वाढवून २६९.०० चौ.फूट इतके वाढविण्यास मंजुरी देणेत येत आहे.

३) योजनेच्या ठिकाणी झामारत क्र. "अे" व "ई" विगच्या शिल्लक बांधकामासाठी चटई रोत्र निर्देशांक २.५० वरुन वाढवून ३.०० इतका वापरण्यास मंजूरी देण्यात येत आहे. ४) सदर योजना शासकीय मालकीच्या जमिनीवर राबविण्यात येत आहे, सदर योज आय.ओ.ओ. व सी.सी. जरी शासनाचे दिनाक १६.४.२००८ चे निर्णयापूर्वी देणेत आली : तरी सदर शासन आदेशातील मान्यतेनुसार सदर योजनेमध्ये सदनिकांचे चटर्ड क्षेत्र व चंट विदेशांक वाढविण्याबाबत मंजुरी अपेक्षिली असल्याने, शासन निर्णय दिनांक १६.४.२००८ सर्व अटी व शर्ती सदर योजनेसाठी बंधनकारक राहतील.

५) सदर योजनेमधील कम्पोड़िाट इमारतीचे बांधकाम हे विकास नियंत्रण नियमावली चे नियम क्र.३३(१०) मधील तरतुदीनुसार / नियमानुसार असणे आवश्यक राहिल

६) इम<u>ारतीच्या Structural Stability</u> बाबत झोपडपट्टी पुनर्वसन प्राधिक खातरजमा करणे आवश्यक राहिल.

अवर सचिव, महोराष्ट्र शासन.



१) सचिव, गृहनिर्माण विभाग, मंत्रालय, मुंबई ३२ यांचेकडे माहितीसाठी व पुढील योग्य त्या कार्यवाहीसाठी सादर.

२) निवडनस्ती / नवि-११

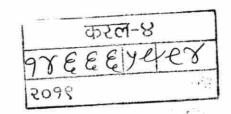


SRA/Ch.E/154/T/PL/AP COPY to ! W.O. T' ward A.E. W.W. T' ward 2> S.E. [S.R.A] ES. A.E. [S.R.A.] Co करल-४ Executive 7) (Slam Rehabilitation Authority) JYEEE Diter This c.c is further Extended for full work 2098 of Wing 'D' of Rehab Bldg. Under reference i.e. Grd + 7 Upper Hours]. Sub Engineer Assistant Engineer - I ababilitatian Authorisve Executive Engineer - I Blam Rehabilitation Autherity. (Sing Reliabilitation Authority UBUIBAN DIS 3 0 APR 2004 This C.C. is issued for wing B, c of composit bldg no.1 supto 7th floor level (full work) as per approved plans Under no. SPALENG 154/7/PL/AP of 29/4/2004. by regularising the work caused out without approval B.C.C. up to 2nd floor level. Executive Engl Slum Rehabililitation Authority ST ISDL

EXHIBIT SRA/44. SE/104/T/PL/AP No. 23 COMMENCEMENT CERTIFICATE TRUE-COPY 10. Secretary, M/s.Pandit CH.S. (Propl. Bal Hajeshwar. Hd, Muland(N), G. S. GOKHALE ARCHITECT-INT. DESIGNER Mumba 1-400 080. dated 29.11. 97 Development Permission and With reference to your application No. 261 Sir, grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of the Maharashtra Regional nown Planning Act, 1966 to Act, 1966 to erect a building on plot No. **DERIFY SECTION PLAN** situated at Balkajeshwar Ad. ; ward C.T.S. No. 6(pt), 7,9(pt)&10(pt) T.P.S. No. The Commencement Certificate/Building Permit is granted on the following conditions : The land vacated in consequence of the endorsement of the setback line/road widering line shall form part of the public street. 2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted. 3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three moeths remains -22 date of its issue. 4. This permission does not entitle you to develop land which does not vertice contravention of the provision of coastal Zone Management plan. P ð in pr 5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such tupse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966. 185 This Certificate is liable to be revoked by the C.E.O. (S.R.A) if :-6. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not accordance with the sanctioned plans. (n) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with. (b) UB-HEGIS The C.E.O. (S.R.A) is satisfied that the same is obtained by the applic misrepresentation and the application and every person deriving tills the such an event shall be deemed to have carried out the development work (c) travenuo section 43 of 45 of the Maharashtra Regional and Town Planning Act, I 7. The conditions of this certificate shall be binding not only on the applicant but on the executors, assignees, administrators and successors and every person deriving the through or under the second successors and every person deriving the through or under the second successors and every person deriving the through or under the second secon 8. The work shall be started withig amonthe The C.E.O. (S.R.A) has appointed Executive Engineer to exercise his powers and functions of the Planning Authority under sald Act. for Rehab.Wing D' of plinth This C.C. is granted for work up to Bldg.ho.1 only. For and on behalf of Local Authority The Slum Rehabilitation Authority Co.op. Hsg. Soch City Survey No.257 . T. S. NO. 7 6 Ergineer (S.ILR) Executive A.H. [3, B; A. KON R.E. [3.C.Ales. Ress. No. & DL FOR CHIEF EXECUTIVE OFFICER hazar. Haiund . (SLUM REHABILITATION AUTIORITS)

To, Shri G S. Gokhale A/9, Om Riddhi Siddhi CHS, L

A/9, Om Riddhi Siddhi CHS, Ltd S N Road Mulund (W), Mumbai 400080 No. SRA/ENG/154/T/STL/AP Date: 20 Nov 200



Sub: Grant of full Occupation Certificate to Composite building Number B,C,D, under S.R. Scheme on plot bearing CTS No. 6 (pt), 7, 9 (pt), 10 (pt), of Village Mulund (W), B.R Road Mulund (W), Pandit SRA CHS

Ref: Your letter dtd. 28/08/2009

Gentlemen,



With reference to your above letter, I have to infrom you that the period sion to occupy the B, C, D Ground Floor to 07<sup>th</sup> Floor of/ convention, blue, 18 B, C. D completed under the supervision/ of Architect Shri. G.S. Coleman and the plans submitted by you on 28/08/2009 is hereby granted, subject to the following conditions.

- 1. This occupation permission is for 128 nos. for composite residential tenements, of rehab tenement 74 nos. of PAP, 54 nos. of sale tenements.
- That the certificate under section 270(A) of BMC Act shall be obtained from AEWW (T/W) and a certified copy of the same shall be submitted to this office.

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- 3. That you shall pay N.A. taxes till the handing over of PAP to MCGM.
- That you shall submit the NOC from AA&C before actual handing over of PAP to MCGM.

One set of plans of Composite building is returned herewith as a toker of approval.

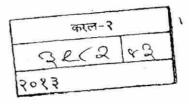
mission is issued without prejudice to action under section of BMC Act. Yours faithfully. erlul soul Dy, Chief Engineer Executive Engineer (S.R.A.) Slam Rehebilitation AuthoritBlum Rehabilitation Authority. Ē 010-By to: The Chief Officer, MHADA Collector (MSD) Assistant Municipal Commissioner, "T " Ward, M.C.G.M." Dy. Chief Engineer, Development Plan, M.C.G.M. Dy. Collector (SRA) - Copy for information. 70 Dy. Chief Engineer Slum Rehabilitation AuthoritySlum Rehabilitation Authority ore. A LA.E. (S.R Cop 4 10

i,

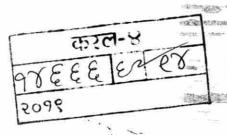
करल-२ BRC ANNEXUPE - B 2083 PRAKASH S. JANI 504, Mulund Shangri-LA. B.A;LL.B. Advocate Near Saidham . P. K. Road, Mulund (West), Mumbai 400 080 Tel- 25640365 e-mail: psjani@gmail.com करल-४ YEEE 69 TITLE CERTIFIC TO WHOMSOEVER IT MAY CONCERN All those piece and parcels of land lying being and situate at Shawer-Re Re Nagar, Bal Rajeshwar Road, Mulund (W), Mumbai 409,085 bearing hiss CTS No. 4/6(Part). 4/7(part). 7. 7/1 to 7/3. 9(part) 4/1 10 4/4 and 10(part) of Survey No. 256 and 257 admeasured about are 7159.40 sq.mtrs. or thereabouts: 4 Pandit Co-operative Housing Society Ltd.(SRA) Societys BAN SUBUREN And ARIHANT REALTORS ... Deve

THIS IS TO CERTIFY that I have investigated the title of the above Property by perusing Revenue records, and other relevant documents and have observed that the above captioned plot of land was declared as Slum under Sec 4 of the Slum Act 1971 and in pursuance thereof has been acquired by the Government of Maharashtra under Sec 14(1) of the said Slum Act and the price has been paid to the exchequer. The possession of the said captioned land was given to the Society by the Government and there are proper resolutions and tripartite Agreement dated 24<sup>th</sup> **Apric** 2009 in place; and all the necessary sanctions and permissions needed for the implementation of Slum Rehabilitation Scheme are obtained; The Developers' right to sell the Flats and tenements in the "Sale Building" being constructed on the said land, flow from the said





cont. sheet.



## PRAKASH S. JANI B.A. LL.B. Advocate

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Development Agreement. Statute, and the permissions so granted and therefore the title to the said captioned land is clear and marketable subject to the adherence of the rules and regulations governing the Slum Rehabilitation Schemes.

Dated this 16th October 2012

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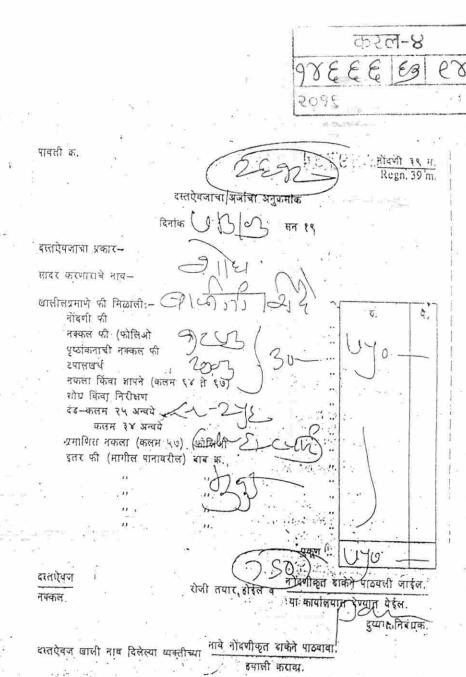
PRAKASH S JANI

Advocale, High Ci a

Mumbai



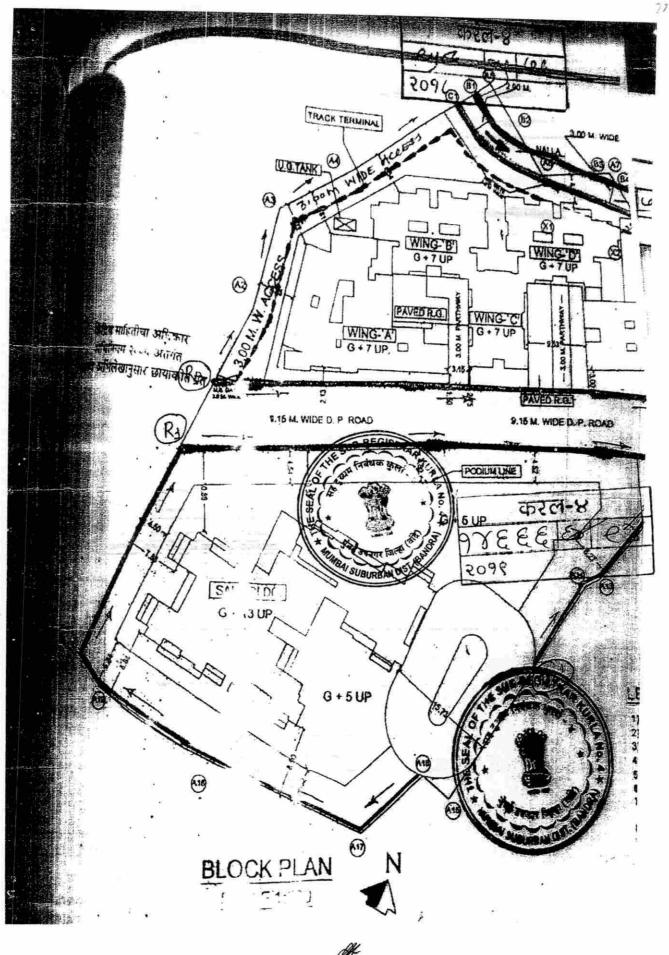




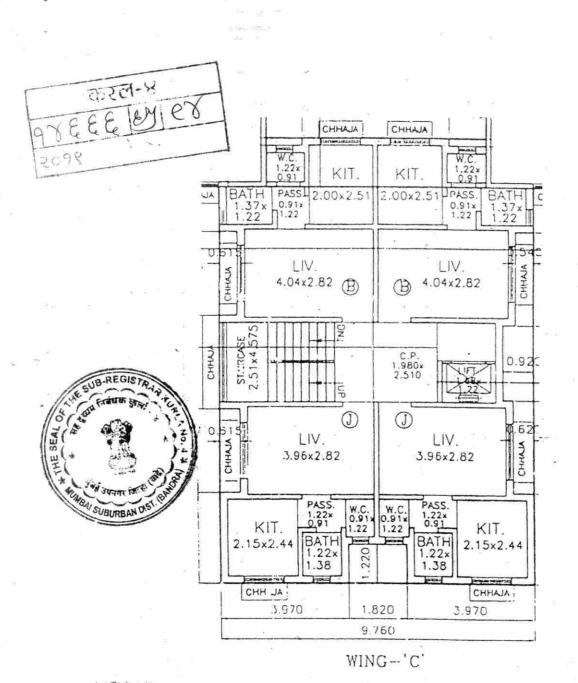
सादरकर्ता

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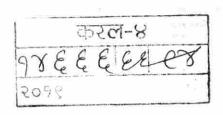


A



TYPICAL FLOOR PLAN (1ST TO 7TH FLOOR SCALE:- 1 : 100





## हमीपत्र

मी / आम्ही खाली स्वाक्षरी करणार लिहून देतो कि, सदर प्रोजेक्ट मधील विक्री केलेल्या करारनाम्यामध्ये निवासी सदनिका क<u>C'603 (Scivedor</u>) खुले वाहनतळ खरेदी किंवा विक्री करण्यात आलेली नाही

दिनांक 19/11/2019

लिहून देणार





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 C38651-9
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 C096
 SIDDHIVINAYAK CONSTRUCTIONS are in the process of developing immovable property in the said property and popularly

process of developing immovable property in the said property and popularly known as "Saisadan" wing B D C, situated at Bal Rajeshwar Road, Mulund (West), Mumbai – 400 080 and constructing residential flats, commercial property, offices, shops, garages, parking spaces and other units thereon in accordance with the sanctioned plans approved by Municipal Corporation of

Greater Mumbai. The Partnership firm has passed appropriate resolution Greater Mumbai. The Partnership firm has passed appropriate resolution Greater Mumbai. The Partnership firm has passed appropriate resolution Greater Mumbai. Jointly and/or severally SHRI MANOJ ANKUSH SANKPAL, Aged Aged Greater Building, Mulund (West), Ramgad Nagar, Goshala Road, Opp. RAMESH Building, Mulund (West), Mumbai – 400 080 & SHRI JAY RAMESH SHETH, Aged about 42 years, residing at B-301, Prem Kunj, RAMESH SHETH, Aged about 42 years, residing at B-301, Prem Kunj, Karakshi Building, Mulund (West), Mumbai – 400 086., to enter into an exercise S.R.A. work, Registration work, Bank Loan, Court Purpose,

Registration of Deed of Cancellation, Rectification/Correction Deed, etc. to

AND WHEREAS and p our busy schedule it is not possible for us to remain Epissent operative the sub-Registrar of Assurance at Kurla and or other appropriate anthony to sign, admit & execution of the said documents viz. Substration work, Bank Loan, Court Purpose, Registration of Deed of Cancellation, Rectification/Correction Deed, etc., to be constructed on the said property. We are therefore, desirous of appointing some fit and proper person/s to attend the office of the Sub-Registrar of Assurance at Kurla and or other appropriate authority to lodge the said documents for

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SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, SHRI LAXMAN DHANJI SENGHANI, Aged about 68 years, SHRI BHAVESH LAXMAN SENGHANI, Aged about 37 years, VASANTI JAY SHETH, Aged about 40 years, SHRI MAGANLAL DHANJI PATEL, Aged about 62 years, SHRI KALYANJI KANJI SINGHANI, Aged about 62 years & SHRI ROHIT MAGANLAL PATEL, Aged about 39 years, Partners of SHREE SIDDHIVINAYAK CONSTRUCTIONS, a Partnership Firm, having their office at Room No. 8, 2<sup>nd</sup> floor, Neelkanth Shopping Center, Cama Galli, Navroji Lane, Ghatkopar (West), Mumbai – 400 086.

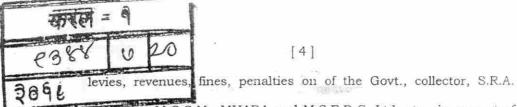
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WHEREAS, SHREE SIDDHIVINAYAK CONSTRUCTIONS are as an owners seized, possessed and/or otherwise well and sufficiently entitled to ALL THAT pieces or parcels of property (land), admeasuring 7159.40 Sq.Mtrs., or thereabouts, of the building known as "Saisadan" wing B D C at Bal Rajeshwar Road, Mulund (West), Mumbai – 400 080., Bearing, Suffering of Village 256 & 257 and C.T.S. Nos.6 (p), 7, 7/4 to 7/3, 9 (pt) Mulund (West), Taluka Kurla, within the limits of Municipal Corporation of Greater Mumbai and in the Registration District and Sub District of Mumbai City and Mumbai Suburban, more particularly described to as the Seffectulos hereunder written (hereinafter for the sake of brevity referred to as the Said

Property).



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Authority, M.C.G.M., MHADA and M.S.E.D.C. Ltd. etc. in respect of the said property and to obtain valid receipts, vouchers, slips and memos etc. up-to-date, accordingly and to receive all letters, complaints, notices, applications, summons, warrants, correspondences, registers and acknowledgement etc. on our name and to give replies or answers for the same to the authorities concerned, as and when required, so as to defend and also to perfect and preserve all our legal rights title.

[4]

ppear and represent us before all Courts, such as GIVILY CRIMINAL/APPEALLATE, including all Quasi Judicial Authorities, viz: MHADA, S.R.A. Authority, Labour, Tribunal, Cooperative and Consumer Forms and all other Public Servants (Central and States) and to file any suits, cases, prosecutions, applications, complaints, plaints, petitions, written statements, affidavits, chamber on applications, and revision applications etc. against anyone,

respassers and authorities concerned.

impromise, compound, settle and withdraw all or any of the uits, prosecutions, appeals, applications, complaints, plaints, cess, proceedings, matters, disputes, differences and litigation etc. refer the same or any of them before the Arbitrators and to their verdict or decision as the occasion may arise or require ime to time, as our attorneys.

to here

[3] C3 68 E 20 registration and to sign, admit & execution thereof in our name and for and behalf of SHREE SIDDHIVINAYAK CONSTRUCTIONS.

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NOW KNOW ALL AND THESE PRESENTS WITNESSETH THAT, SHRI LAXMAN DHANJI SENGHANI, SHRI BHAVESH LAXMAN SENGHANI, VASANTI JAY SHETH, SHRI MAGANLAL DHANJI PATEL, SHRI KALYANJI KANJI SINGHANI & SHRI ROHIT MAGANLAL PATEL, Partners DEUSHERE SIDDHIVINAYAK CONSTRUCTIONS, do hereby nominate, constitute, appoint jointly and/or severally SHRI MANOJ ANKUSH SANKPAL & SHRI JAY RAMESH SHETH, to be our true and lawful attorneys tob and on behalf of SHREE SIDDHIVINAYAK CONSTRUCTIONS, to act for us and on behalf of SHREE SIDDHIVINAYAK CONSTRUCTIONS for the purposes expressed that is to say :

1. To present, admit and lodge in the office of the Sub-Registrar of Assurance at Kurla and or other appropriate authority and to appear before them and to admit in our name and on behalf of SHREE SIDDHIVINAYAK CONSTRUCTIONS execution of the Deed of Cancellation, Rectification/Correction Deed etc. execute broken behalf of SHREE SIDDHIVINAYAK CONSTRUCTIONS search to do all acts and things necessary for affectively registrants the said documents.

2. To pay and discharge all fees, taxes, charges, rates, royalty, cases

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5. To appear before S.R.A./MHADA on our behalf and to get transfer the

N.O.C. from the concerned Authorities/S. and to execute the necessary documents.

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 To accept and attend to the services of any Notices. Summons or Writs issued by any court, Revenue Office Authority, legal body or any person whatsoever against us in respect of the matters conferred.

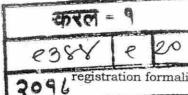
7. The said SHRI MANOJ ANKUSH SANKPAL & SHRI JAY RAMESH SHETH, have consented to act in accordance with this Special Power of Attorney and are authorized to act singly.

8. The aforesaid attorneys are not authorized to execute any of the aforesaid documents but is by virtue of these presents entitled to admit the execution of the documents in our name and on behalf of SHREE SIDDHIVINAYAK CONSTRUCTIONS.

9. The aforesaid attorneys are not authorized to sign administration of the sign and any sale deed, agreement for sale etc. in their fame and name and on behalf of SHREE SIDDHIVINAYAR CONSTR



10. And generally to do all others acts and things by our atterneys may consider necessary for expedient in connection with completing the



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gistration formalities of said documents in the office of Sub-

Registrar of Assurances at Kurla and or other appropriate authority

as fully and effectually as we would do ourselves.

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 11. AND WE DO HEREBY agree to ratify and confirm for self and on

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 behalf of SHREE SIDDHIVINAYAK CONSTRUCTIONS whatsoever our

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 said attorneys shall or purport to do or cause to be done by virtue of

these presents.

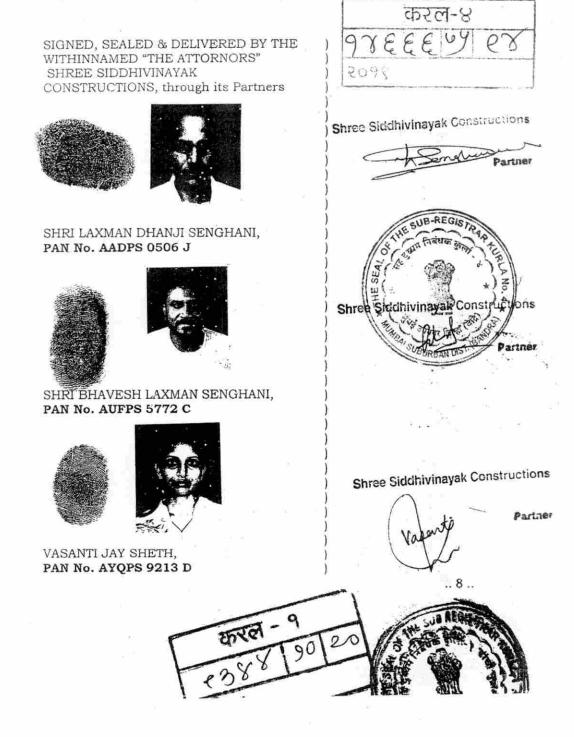


Special Power of Attorney is executed just for the sake of

## ESCHEDULE OF THE SAID PROPERTY HEREINABOVE REFERRED

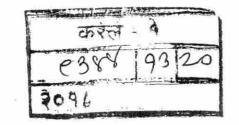
ALL THAT pieces or parcels of property (land), admeasuring 7159.40 Sq.Mtrs., or thereabouts, of the building known as "Saisadan" wing B D C at D Rajeshwar Road & BEST Depot, Mulund (West), Mumbai – 400 080., Beating Survey Nos. 256 & 257 and C.T.S. Nos.6 (p), 7, 7/4 to 7/3, 9 (pt) & 10 (ptr of Village Mulund (West), Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District, within the

WITNESSES WHEREOF, WE, SHREE SIDDHIVINAYAK CONSTRUCTIONS, through their Partners SHRI LAXMAN DHANJI SENGHANI, SHRI BHAVESH LAXMAN SENGHANI, VASANTI JAY SHETH, SHRI MAGANLAL DHANJI PATEL, SHRI KALYANJI KANJI SINGHANI & SHRI ROHIT MAGANLAL PATEL, HERETO SET AND SUBSCRIBED OUR RESPECTIVE HANDS AND SIGNATURE AT MUMBAI, ON THIS 214 DAY OF AUGUST, 2018.

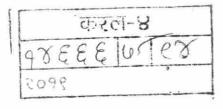


करल - १ 10 [8] 2096 Shree Siddhivinayak Constructions MI Partner SHRI MAGANLAL DHANJI PATEL, PAN No. AFTPP 0508 A Gier-A 9 2095 Shree Siddhivinayak Constructions 1-Partner SHRI KALYANJI KANJI SINGHANI & PAN No. AFTPP 0509 B ) Shree Siddhivinayak Constructions Partner HIT MAGANLAL PATEL, ALPPP 2557 B 1 PRESENCE OF 12 ( 100 000 SUBURBA ... 9 ...

करल-४ [9] YEEEWU SIGNED, SEALED & DELIVERED BY THE WITHINNAMED "THE ATTORNEYS" करल - १ SHRI MANOJ ANKUSH SANKPAL, 6388 92 PAN No. BASPS 1520 G 2096 Rsheth REGIS 113 FIELE & SHRI JAY RAMESH SHETH, PAN No. ABAPS 7068 P IN THE PRESENCE OF ..... (Kanchan Lotankar)) RSU 27 (Ramsayar Jadar) नगर जिल्ले



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करल -S 0 N R C Т L S Т 8, Nilkanth Shopping Centre, 2nd Floor, Navroji Lane, Cama Galli, Ghatkopar (West), Mumbai - 400 086. TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, SHRI LAXMAN DHANJI SENGHANI, SHRI BHAVESH LAXMAN SENGHANI, VASANTI JAY SHETH, SHRI MAGANLAL DHANJI PATEL, SHRI KALYANJI KANJI SINGHANI, & SHRI ROHMT MAGANLAL PATEL, Partners of SHREE SIDDHIVINAYAK CONSTRUCTIONS, a Partnership Firm, having their office at Room No. 8, 2nd floor, Neelkanth Starbing Center, Cama Galli, Navroji Lane, Ghatkopar (West), Mumbai - 400 086. The Partnership firm has passed appropriate resolution authorizing jointly. and/or severally SHRI MANOJ ANKUSH SANKPAL, & SHRI JAY RAMESH SHETH Shree Siddhivinayak Constructions Shree Siddhivinayak Constructions REG Parine Shree Siddhivinayak Co Shree Siddhivinayak Constructions structio Parines SUBURBIN Siddhivinayak Constructions Shree Siddhivinayak Construction Partner Partne