

APPLICATION NO.
427240510025121

AMT. II
Co-Ordering :
Processing :
Sanction :
Control :
Documentation :
A/c Opening :
Disbursement :

SBI SBI STAFF WARD
GLOBAL ED-VANTAGE LOANS
STATE BANK OF INDIA

Dahisar (East) Branch, Code No. 04664 PF:-4351584

Orchid Plaza, Ramkuvar Thakur Road,

Dahisar (East) Mumbai - 400 068.

Tel. : 022-2828 0555 / 28283749

Fax : 022 - 2828 4023 E-mail :sbi.04664@sbi.co.in

Applicant Name : SHARVARI PRASHANT SALGAONKAR
1) Co-Applicant Name : PRASHANT SHRIDHAR SALGAONKAR
2) Co-Applicant Name : TRUPTI PRASHANT SALGAONKAR SBI STAFF
Contact Numbers (R) 98619018208 (O) 983355378
Mobile No. : 9892741764

Loan Amount : 49,99,000/-	Tenure : 180 months
Interest Rate : 5.45%	EMI :
Loan Type : TL / MAXGAIN	SBI LIFE : YES / NO
Account No. :	Scheme - CAR / HSG
Collateral No. :	

Property Location :
Property Cost / Car Cost
Name of Developer / Vendor / Dealers

HLST / HLC / ME / ALC :	Mobile :
R/O/S Sent on Date :	

402

Agreement For Sale

Floor
Shop
Room

NO. 402 ON THE 4TH FLOOR

25

Mr./Mrs./Ms. SALESANIKAR, PRASHANT, SHRIDHAR.

D Memo → 4527
→ 21/3/09

IN

Sent to CRU Malad
Attn: Rajesh Agnewal
Karnal Ghosh.

KANKAI KRIPA

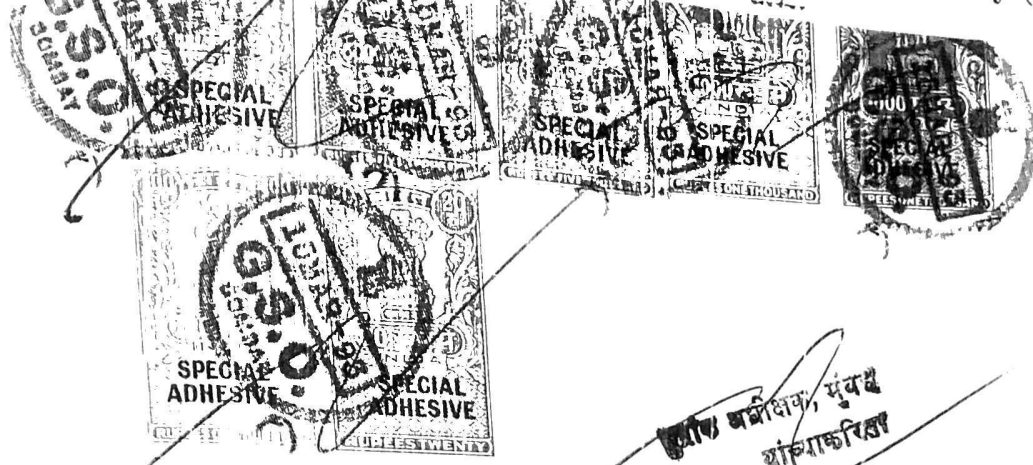
(SIDDHIVINAYAK COMPLEX)

THREE



Jaya Enterprise

B-10, Borivli Shopping Centre, Chandawarkar Road,
Near Rajmahal Hotel, Borivli (West), Bombay-400 092.



मूल्य बर्खास्त, मुद्रा
शांखाकरिता

मुद्रा नगर फी. ११०/१३
१९९३ वी...
३०...
०३०...
मार्ग वरवीं कार्यक्रमात हजर वेळा.

वस्तु	प्रमाण	मूल्य
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...	...	२ -
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THIS AGREEMENT made at Bombay this 27TH day of MARCH Christian Year One Thousand Nine Hundred NinetyTHREE between M/S. JAYA ENTERPRISES, a firm registered under the provisions of the Indian Partnership Act, having its registered office at B-10, Borivli Shopping Centre, Chandavarkar Road, Borivli (West), Bombay - 400 092 hereinafter called the PROMOTERS (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners of the said firm for the time being, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) of the one part and Mr./Mrs/M/s. SALIAONKAR, PRASHANT. SHRIDHAR hereinafter called the FLAT PURCHASER (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators and permitted assigns or partner or partners of the said firm for the time being, the survivor or survivors of them and heirs, executors and administrators of the last surviving partner and assigns) of the other part :

W H E R E A S :

- (a) One Smt. Shantabai Budhaji Bhandari and Others are the absolute owners of the properties situate lying and being at Village Eksar, Borivli and more particularly described in the First Schedule hereunder written.
- (b) By an Agreement for Sale dated 26th April 1987 the said Shantabai Budhaji Bhandari agreed to grant development rights in respect of her undivided share in the property described in the First Schedule hereunder written to Chintamani Bhaskar Mali and Parshuram Ramchandra Shinde.
- (c) By an agreement dated 26th April 1987, Jaywant Bhudhaji Bhandari agreed to grant development right in respect of his undivided share right, title and interest in the property described in the First Schedule hereunder written to the said Chintamani Bhaskar Mali and Parshuram Ramchandra Shinde.
- (d) By an Agreement dated 19th May 1987, Laxmibai Budhaji Bhandari agreed to grant development right in respect of her undivided share, right, title and interest in the property described in the First Schedule hereunder written to Chintamani Bhaskar Mali and Parshuram Ramchandra Shinde.
- (e) By an Agreement dated 19th May 1987, Parvatibai Bhudaji Bhandari agreed to grant development right in respect of her undivided share, right, title and interest on the property described in the Schedule hereunder written to the said Chintamani Bhaskar Mali and Parshuram Ramchandra Shinde.
- (f) The aforesaid four owners by a supplemental agreement dated 26th August 1987 confirmed their respective agreements executed with the said Chintamani Bhaskar Mali and Parshuram Ramchandra Shinde.



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- (g) The said Chintamani Bhaskar Mali and Parshuram Ramchandra Shinde formed thereunder into a partnership firm in the name and style of M/s. Jaya Enterprises.
- (h) Arbitrator of T.P.S. III Borivli (West), Bombay by his letter dated 24th August 1987 permitted the aforesaid owners to consume F.S.I. of the area going under the D.P. Road on the final plot No. 487A, 386B, 485, 381B, 491, 487, 488 and 478.
- (i) The said M/s. Jaya Enterprises by an agreement for sale and or Transfer dated 6th January 1988 have agreed to transfer the benefit of right title and interest under the said agreement in respect of the portion of the property to M/s. Viram Builders Pvt. Ltd. and more particularly described in the schedule hereunder written.
- (j) By Joint Venture Partnership dated 3rd April 1989 made between the said Chintamani Mali & Others admitted Jiten Zaverchand Gala & Others in Joint Venture Partnership to develop the property more particularly described in the **third schedule** thereunder written which is the same as the second schedule hereunder written and leaving a portion of the property to themselves and more particularly described in the **fourth schedule** thereunder written.
- (k) Each of the original owners have put the Promoters herein in possession of the said property with an authority to construct the buildings on the said property more particularly set out in the said Agreement for Sale.
- (l) Competent Authority under Urban Land (Ceiling & Regulation) Act 1976 granted necessary permission to develop the said property by an order dated 12th January 1989 bearing No. C/ULC/D/III/SEC.20 (NGL/SR III 518 dated 12.1.1989 whereby necessary permission has been granted to construct the building or



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buildings for weaker section on the terms and conditions set out in the said order. A xerox copy of the said order is hereto annexed and marked "A".

(m) Plan has been sanctioned as per the I.O.D. and C.C. issued by the Municipal Corporation of Greater Bombay under No. CE/7832/BP/WS/AR dated 20.10.1989.

(n) The Promoters being in possession of the said vacant and surplus land are constructing new multistoried buildings thereon as per the plan sanctioned by the Municipal Corporation of Greater Bombay and under the terms and condition mentioned in the order issued by the state government Urban Land (Ceiling & Regulation) Act, 1976.

(o) The Promoter have appointed and entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects.

(p) The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the Buildings and the promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.

(q) The Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser of all the documents of title relating to the said land, the said order, the Development Agreements and the plans designs and specifications prepared by the Promoters Architects **M/S. TEE ARCH** and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder.



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(r) The copy of Certificate of Title issued by M/S. SHAH & SANGHAVI, Attorney at law of the Promoter, copies of property card on which the flats are to be constructed and the copies of the plan and specification of the flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto marked annexure B, C, and D respectively.

(s) The Flat Purchaser applied to the Promoter for allotment to them to the Purchasers a Flat No. 402 in Wing — on 4TH floor, in the building to be constructed on the said property, known as KANKAI KRIPA.

(t) Prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling & Regulation) Act, 1976, the Flat Purchaser has made a declaration to the effect firstly, that they do not own any flat within the limits of Greater Bombay and Secondly that neither the Flat Purchaser and/or family as defined under the Urban Land (C & R) Act of 1976 of Flat Purchaser own a tenements, house or building within the limits of Greater Bombay.

(u) Relying upon the said application, declaration and agreement, the promoter agreed to sell the purchaser a flat at the price and on the terms and conditions hereinafter appearing.

(v) Prior to the execution of these presents the Flat Purchaser has paid to the Promoter a sum of Rs. 4,52,000/- being the full/part payment of the sale price of the flat agreed to be sold by the promoter to the Flat Purchaser (the payment and receipt whereof the Promoter both hereby admit and acknowledge).

(w) Under section 4 of the said Act the Promoter is required to execute a Written Agreement for Sale of



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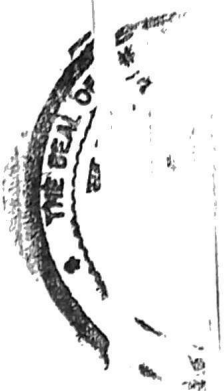
the said flat to the flat purchaser being in fact these presents and also to register the said agreement under the Registration Act.

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

1. The Promoter shall construct the said building consisting of ground and several upper floors on the land lying and being at Borivli Village, Linking Road, nearby M.H.B. Colony, Borivli (West), and more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the promoter 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 Promoter shall have to obtain prior consent in writing to the Flat Purchaser in respect of such variations or modifications which may adversely affect the Flat Purchaser.

2. The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell, to the Flat Purchaser a FLAT bearing No. 402 having carpet area admeasuring 691 Sq.ft. (which is inclusive of the area of balconies) on 4TH floor of — wing of the building known as shown in the floor plan thereof hereto annexed and marked on Red Colour wash (hereinafter referred to as "the Flat") for the aggregate price of Rs. 5,52,000/- (Rupees FIVE LAKH FIFTY TWO THOUSAND ONLY) including the proportionate price of the common area and facilities appurtenant to the premises, the nature, extend and description of the common areas



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and facilities which are more particularly described in the third schedule hereunder written. The Flat Purchaser hereby agrees to pay to the Promoter on or before the execution of this agreement the part consideration of Rs. 4,52,000/- (Rupees FOUR LAKH FIFTY TWO THOUSAND ONLY,) on or before execution of these presents.

THE FLAT Purchaser hereby agrees to pay to the promoters the said total purchase price of Rs. 5,52,000/- (Rupees FIVE LAKH FIFTY TWO THOUSAND ONLY, only) in the following manners :

- (a) Rs. 4,52,000/- On execution of this agreement by Advance Earnest.
- (b) Rs. _____ On Plinth
- (c) Rs. _____ On completion of First R.C.C. Slab.
- (d) Rs. _____ On completion of Second R.C.C. Slab.
- (e) Rs. _____ On completion of Third R.C.C. Slab.
- (f) Rs. _____ On completion of Fourth R.C.C. Slab.
- (g) Rs. _____ On completion of Fifth R.C.C. Slab.
- (h) Rs. _____ On completion of Sixth R.C.C. Slab.
- (i) Rs. _____ On completion of Seventh R.C.C. Slab.
- (j) Rs. 75000/- On completion of Eighth R.C.C. Slab. ON OR, BEFORE 10TH APRIL, 1993.
- (k) Rs. _____ Balance and the purchase price both paid on the possession of the said flat.

3. The promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations,



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and restrictions, if any, which may have been imposed by the concerned Local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificate in respect of the Flat and building.

4. The Promoter hereby agrees that they shall before execution of a conveyance of the said land in favour of a corporate body to be formed by the purchasers of flats/shops/garages in the building to be constructed on the said land (hereinafter referred to as "the society"/"the limited company" make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall as far as practicable, ensure that the said land is free from all encumbrances and that the Promoter have absolute clear and marketable title to the said land so as to enable to convey to the said society/limited company such absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said land by the Builder in favour of the said Society/Limited Company.
5. The Flat Purchaser agrees to pay to the Promoter interest at twenty one percent per annum on all the amounts which become due and payable by the Flat Purchaser to the promoter under the terms of this agreement from the date the said amount is due and payable by the Flat Purchaser to the Promoter.
6. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein



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contained, the Promoter shall be entitled at his own option to terminate this agreement, PROVIDED always that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat Purchaser fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoter shall refund to the Flat Purchaser the instalments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter but the promoter shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoter, the Promoter shall be at liberty to dispose off and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit.

7. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Flat are those that are set out in annexure 'E' annexed hereto.
8. The Promoter shall give possession of the flat to the Flat Purchaser on payment at full cost of the flats due and payable with the other dues of deposit or any other dues under his agreement.
9. The Flat Purchaser shall take possession of his Flat within 7 days of the Promoter giving written notice to the Flat Purchaser intimating that the said Flats are ready for use and occupation.



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PROVIDED THAT if within a period of ONE Year from the date of handing over the flat purchased, the Flat Purchaser brings to the promoter any structural defect in the Flat or the building in which the Flat are situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defects or unauthorised changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Flat Purchaser shall be entitled to receive from the promoter reasonable compensation for such defect or change.

10. The Flat Purchaser shall use the flat or any part thereof or permit the same to be used only for purpose of residence show-room/shop/godown. He shall be entitled to use the open parking space only for purpose of keeping or parking the Flat Purchasers own vehicle.
11. The Flat Purchaser along with other Purchasers of flats in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Flat Purchaser may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or Limited Company and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Promoter within 7 (Seven) days of the same, being forwarded by the Promoter to the Flat Purchaser, so as to enable Promoter to register the organisation of the Flat Purchaser under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale Management and Transfer) Rules, 1964. No objection shall be taken by the Flat Purchaser if any changes or



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modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the concerned authority.

12.

The Promoter shall within four months of completion of the building and handing over the possession of all the flats to all the purchaser as aforesaid cause to be transferred to the Society or limited company all the right, title and interest of the Promoter and/or the owners in all the part of the said land together with building/s by obtaining or executing the necessary conveyance of the said land (for to the extent as may be permitted by the authorities) and the said building in favour of such society or Limited Company, as the case may be such conveyance shall be in keeping with the terms and provisions of this Agreement, subject to the conditions of full co-operation from the all flat purchasers/society.

13.

Commencing a week after notice in writing is given by the Promoter to the Flat Purchaser that the flat is ready for use and occupation, the flat Purchaser shall be liable to bear and pay the proportionate share i.e. in proportion to the floor area of the flat of outgoing in respect of the said land and buildings/namely local taxes, betterment charges or such other levies by the concern 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 said land and building/s. Until the Society/Limited Company is formed and the said land and building transferred to it, the Flat Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the flat purchasers share is so determined the Flat Purchaser shall pay to the Promoter provisional



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monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the promoter to the Society or the Limited Company, as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

14. The Flat Purchaser shall on or before delivery or possession of the said Premises keep deposited with the Developers the following amounts :

- 1) Rs. 2,500/- for legal charges upto the transfer of the property in favour of the society.
- 2) Rs. 251/- for share money, application of entrance fee of the society's membership or limited company.
- 3) Rs. 2,000/- for formation and administration charges of the Society/Limited Company.
- 4) Rs. 2,500/- for proportionate share or taxes betterment charges AND permanent type of deposits to be kept with B.M.C., B.S.E.S. Ltd. and other such authorised body and Government Dept.

Rs. 7,251/- (Total)



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The Developers shall utilise the sum of Rs. 7,251/- (stated as above) paid by the Flat Purchasers to the Developers for meeting all legal costs, charges and expenses, including professional costs of the Attorney at-law of the Developers in connection with formation of the said society, or limited company or as the case may be; preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance, and Rs. 251/- to be deposited in authorised bank as share-capital and membership fees of each members.

At the time of registration the Flat Purchaser shall pay to the Promoter the Flat Purchaser's share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance and/or any document and/or instrument of transfer in respect of the said land and the building to be executed in favour of the society or limited company.

16.

The Flat Purchaser for himself/themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Promoter as follows :

(a) To maintain the Flat at Purchaser's own cost and good tenantable repair and conditions from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the flat is situated and the Flat itself or any part thereof.

(b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the flat is situated or storing of which goods is objected to by the concerned local authority and shall not carry or cause to be carried heavy



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packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the flat purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the Breach.

(c) To carry at his own cost all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by the Promoter to the Flat Purchaser and shall not do or suffering to be done anything in or to the building in which the flat is situated or the flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.

(d) Not to demolish or cause to be demolished the flat or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep, the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner damage



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to columns, beams, walls, slabs or RCC part or other structural members in the Flat without the prior permission of the promoter and/or the society or the Limited Company.

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the flat is situated any part thereof whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the Window/Balcony in the compound on any portion of the said land and the building including staircase and its landing in which the flat is situated.
- (g) Pay to the Promoter within Seven days on demand by the Promoter, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the flat by Flat Purchaser viz. user for any purposes other than for residential purpose.
- (i) The Flat Purchaser shall not let, sub-let, transfer assign or part with Flat Purchaser interest or benefit factor of this agreement or part with the possession of the flat until all the dues payable by the Flat Purchaser to the Promoter under this Agreement are fully paid up and only if the Flat Purchaser had not been



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guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Flat Purchaser has intimated in writing to the Promoter.

(j) The Flat Purchaser shall observe and perform all the rules and regulations which the Society or the limited Company may adopt. At its inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building's Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulation and conditions laid down by the Society/Limited Company regarding the occupation and use of the flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

(k) Till a Conveyance of building in which the flat is situated is executed the Flat Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

17.

The Promoter shall maintain a separate account in respect of sums received by the promoter from the Flat Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or a company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have

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been received.

18.

Any delay tolerated or indulgence shown by the promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Promoter shall not be constructed as a waiver on the part of the promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Flat Purchaser nor shall the same in any manner prejudice to the rights of the promoter.

19.

The Flat Purchaser and or the Promoter shall present this Agreement as well as the conveyance at the proper Registration Office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

20.

All notices to be served on the Flat Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat Purchaser, by registered post A.D. under certificate of posting at his address specified below :

SALGAONKAR, PRAASHANT SHRIDHAR.
128/7 Western Railway Colony
Kher Nagar Bandra East
Bombay, 400051.

21.

It is also understood and agreed by and between the parties hereto the terrace space in front of or adjacent to the terrace Flats in the said building, if any shall belong exclusively to the respective purchaser of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter of the Society or the limited company as the case may be.

22. This agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act. No. XV of 1971) and the rules made under the said Act.

23. All stamp and registration charges and all costs charges and expenses payable to the Attorney at law M/s. SHAH & SANGHAVI for the preparation of this Agreement and/or the Conveyance in respect of the land and building shall be borne and paid by the Flat Purchaser and/or the society and or the limited company and the promoter shall not be liable for the same.

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FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land lying being and situated at Village Eksar, Taluka Borivli, bearing S.No. 34/10(p), C.T.S. No. 403, S.No. 36/3(p), C.T.S. No. 388, S.No. 36/1(p), C.T.S. No. 386, S.No. 37/8, C.T.S. No.385, S.No. 37/6, C.T.S. No. 383, S.No. 37/5, C.T.S. No. 382, S.No. 37/1(p), C.T.S. No. 381, 381(1 to 9), S.No. 37/4(p), C.T.S. No. 380, S.No. 37/1(p), C.T.S. No.379, S.No. 37/2, C.T.S. No.378, C.T.S. No.377, S.No. 37/3 and S.No. 31/5, C.T.S. No. 443, S.No. 30/9, C.T.S. No. 429, in the Registration District Bombay City and Bombay Suburban, affected by Town planning Scheme III (Draft), Borivli (West), Bombay, having original plots No. 317 ½a, 317A, 315A, 311A, 311B, 310, 308, 314 and 295 and 296A having corresponding Final plots Nos. 487A, 485-486A, 480-B, 491, 479-B, 487-A and 519 admeasuring about 15,810.15 sq.mtrs.


SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land, situate lying and being at Village Eksar, Taluka Borivli, bearing S.No. 36/3(p), C.T.S. No. 388, S.No. 36/1(p), C.T.S. No.386, S.No. 37/8, C.T.S. No.385, S.No. 37/6, C.T.S. No. 383, S.No. 37/5, C.T.S. No.382, S.No. 37/1(part), C.T.S. No. 381, 381(1 to 9), S.No. 37/1(p), C.T.S. No.379, S.No. 37/2, C.T.S. No.378, S.No. 37/3, C.T.S. No.377, and S.No. 31/5, C.T.S. No. 443, in the Registration District Bombay City and Bombay Suburban District, affected by Town Planning Scheme III, Borivli (West), having original plots No. 317A, 315A, 311, 311A, 311B, 310, 314 and 295 having corresponding final plot No. 485-486B, 481B, 491 part of 479B-487A and 519 and New Final Plot Nos. 494, 497, 491, 487, 514 and part of 478, admeasuring 9701.90 sq.mtrs. or thereabouts.

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

SIGNED SEALED AND DELIVERED by)
the withinnamed 'the Vendors') FOR JAYA ENTERPRISES
M/S. JAYA ENTERPRISES by the)
hands of its one of the Partners)
in the presence of)  PARTNER

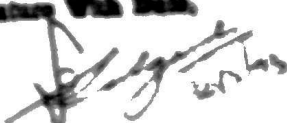
1. Jitendra Shah
2. S. V. Nethu

SIGNED SEALED AND DELIVERED by)
the withinnamed 'the Purchaser/s')
SHRI/SMT./M/S. SALCARANKAR)
LAKSHANT. SHREDDHAR) 
in the presence of)

1. Jitendra Shah
2. S. V. Nethu

PROPERTY DESCRIPTIONS

- 1) Municipal Ward No 'R' Part no-17
- 2) Construction RS. 52000
- 3) Flat No A.D.2. Buiup. area 815 sq ft
- 4) Year of Construction New
- 5) No. of Storeys . 5/6 --- Bldg
- 6) Stamp Duty paid 15-3-11 on 17120/-
- 7) Date of Construction Under Construction
- 8) I, Undertake to Pay
The Deficit Stamp Duty And Penalty
According to The Market Value
Determined By The Valuation Department

Signature With Seal


R E C E I P T

RECEIVED and from the withinnamed PURCHASERS)

the sum of Rs. 4,52,000/- (Rupees FOUR)

LAKH FIFTY TWO THOUSAND only))

as and by way of part payment/full sale)

consideration hereinabove mentioned by cash,)

on dated the 27TH day of MARCH, 1983,)

by ~~Cheque~~/Demand Draft/Pay Order bearing)

No. 194687 dated the 27TH MARCH 1983,)

drawn on THE HONG KONG & SHANGHAI BANKING)

COMP Ltd M.G. Road, Branch, subject to)

realisation payable to us/me.)

) Rs. 4,52,000/-

WITNESSES

1. S. V. Mehta

2. Jitendra Lal

WE SAY RECEIVED

For JAYA ENTERPRISES



PARTNER

VENDORS

SUBJECT TO REALISATION OF CHEQUE.

A

GOVERNMENT OF MAHARASHTRA

No. C/ULC/D.III/SEC.20(NGL)/SR.III.518
Office of the Additional Collector
and Competent Authority, ULC, Gr. Bombay
New Administrative Building, 1st floor
Opp : Mantralaya, Bombay-32

Dated :- 12-1-1989

ORDER

WHEREAS Sat. Laxmibai Budhaji Bhandari and Shantibai Budhaji Bhandari of Bombay holds vacant land in excess of the ceiling limit in the limits of Greater Bombay Urban Agglomeration the details of which are given in the Schedule hereto appended.

AND WHEREAS the above person has applied for exemption under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976, (33 of 1976) to the said excess land for providing sites and services/core houses and construction of tenements as per the guide-lines issued under Government Resolution, Housing and Special Assistance Department No. SSS.1086/2340/XIII, dated 22.8.1986 and dt. 22.8.88.

AND WHEREAS the said person has mentioned in his application that his scheme of providing sites and services, construction of core houses, and construction of tenements will be governed by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and Transfer) Act, 1963 (Act XIV of 1963) or by the Maharashtra State Co-Operative Societies Act, 1960 (Act XXIV of 1961);

AND WHEREAS the Government of Maharashtra is satisfied that having regard to the location of the land, the purpose of which the land is being or is proposed to be used and other relevant factors, it is necessary in the public interest so to do;

AND WHEREAS the Government of Maharashtra, Housing and Special Assistance Department under G.R.No.ULC/(2806)/D.XIII, dated 22.8.88 has delegated powers to the Additional Collector and Competent Authority, ULC, Gr. Bombay, to sanction the schemes upto 20,000 Sq.Mtrs surplus vacant land under section - 20 of the Urban Land (Ceiling and Regulation) Act, 1976.

NOW, THEREFORE, in exercise of the powers conferred by sub-section (1) of section 20 of the said Act, after having recorded in writing the reasons for making this order, the Additional Collector and Competent Authority, ULC, Gr. Bombay, hereby exempts the said vacant land, from the provisions of Chapter III of the said Act, subject to the following conditions, namely :-

- 1) The land exempted under this exemption order shall be used for the purpose of providing sites and services/core houses and construction of tenements. Any change made in the user of the land shall amount to breach of these conditions.
- 2) The said person shall make full utilisation of the land so exempted for the purpose aforesaid, by constructing on the said land 3 serviced plots, 5 core Houses, 12 single room tenements and 7 tenements of 25 Sq. Mtrs of plinth area, 170 tenements upto 40 Sq.Mtrs of plinth area, 5 tenements upto

upto 50 Sq.Mtrs plinth area, 6 tenements upto 80 Sq.Mtrs
plinth area as specified in the condition No.1 above.
No tenement should be of size less than 21 Sq.Mtrs plinth in
respect of component "C".

3) The said person shall get the layout/building plans approved from the concerned Municipal Corporation/Municipal Council, Planning Authorities prior to the commencement of construction work.

4) Each dwelling unit shall be an independent residential unit with direct access and should conform to requirements of air and light.

5) The said person shall first commence on priority the development on component A for construction of service plots core houses and single room tenements (called component A) within a period of one year from the date of this exemption order and shall complete the construction within 3 years from the date of this exemption order i.e. before 1.1.1992. The said person can commence the development on the remaining 50% of the land simultaneously (called component B),, for construction of tenements of 25 Sq.Mtrs, upto 50 and 80 Sq.Mtrs plinth area and land under first 4000 Sq.Mtrs (called component C) within a period of one and half year from the date of this exemption order and shall complete the same work within 4 years from the date of this exemption order i.e. before 1.1.1993 failing which the exemption shall stand withdrawn. It shall always be insured that the development of land and completion of dwelling units on component 'A' shall be ahead of these of component 'B' and 'C'. If only a part of the land is utilised by the said person and a part remains vacant at the end of above date or the buildings are at incomplete stage at the end of above date, The exemption for the part which remain vacant or where the buildings are incomplete for the land under such incomplete buildings and the land appurtenant thereto shall be deemed to have been withdrawn and vacant land and such land with structures and land appurtenant shall be acquired as per Chapter III of the Urban Land (Ceiling and Regulation) Act, 1976.

6) The quality of construction shall not be inferior to the specifications laid down in the guidelines of 22nd August, 1986 and these already mentioned in the application. The actual constructions and the quality of construction shall be subject to such other conditions as may be imposed by the Municipal Corporation/ Municipal Authority, Town Planning Authority and other statutory bodies. The layout of the land to be used under this scheme should be in accordance with the statutory provisions applicable in this regard.

7) The land under Development Plan Reservation or the reservation prescribed by the local authority in a layout for various public amenities as well, as the internal roads (wherever they are to be transferred as per local authority's rule) shall be transferred by the said persons to Government/the Municipal Authorities, without charging any consideration either before the work actually commenced or at a later date as will be prescribed in this regard. No commencement certificate shall be obtained unless the land under reservation etc. is actually

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handed over to the Government/Municipal Authority if it is so prescribed. Internal roads shall be brought upto to the standard laid down by the Municipal Corporation/ Council before they are transferred. If however, the local authorities are in a position and ready to take over possession earlier the same shall be complied as per the request.

8) The said person shall allot only one dwelling unit to one family. The definition of family under the Urban Land (Ceiling and Regulation) Act, 1976 will be applicable.

9) The land holder shall be required to surrender 30% of permissible FSI of component 'C' in form of tenements with plinth area below 40 Sq.Mtrs and 10% of permissible FSI in the form of tenement with the plinth area upto 50 Sq.Mtrs and 80 Sq.Mtrs of component 'B' to the persons nominated by Government at the rate as mentioned below :-

- 1) Tenements upto 40 Sq.Mtrs Rs.135 per Sq.Ft (Rs.1453 per Sq.Mtrs.
- 2) Tenements upto 50 Sq.Mtrs Rs.150/- per Sq.Ft. (Rs.1614/- per Sq.Mtrs.
- 3) Tenements upto 80 Sq.Mtrs Rs.180/- per Sq.Ft. (Rs.1937/- per Sq.Mtrs)

Government shall also have the right of pre-emption over 10% of the 25 Sq.Mtrs tenements that are to be sold on no profit no loss basis. The rate of which shall be as under :-

- (1) Tenements upto 25 Sq.Mtrs 2402/- per Sq.Mtrs

Amenities mentioned in annexure 'A' should be provided free of cost to Government Nominees/allottees and no charges for extra amenities shall be imposed as per Government Circular Housing and Special Assistance Department No. Misc/10887/50/XIX dated 17.9.88.

10) The dwelling units sold or otherwise transferred shall not be permitted to be resold or otherwise transferred for a period of 5 years from the date of completion of the dwelling units.

1) The said person shall not sell or otherwise transfer dwelling units to a person, if he/she or any member of his/her family also owns a dwelling unit in the same Urban Agglomeration and he/she shall obtain from the intending purchaser an affidavit to this effect.

2) The final selling price all inclusive of each of the serviced plot/core house/tenement in the case of out-right purchaser shall not exceed as mentioned below at 1987 price levels.

- | | |
|---|---|
| 1) Service Plot | Rs. 8,000/- each |
| 2) Core House | Rs. 14,000/- each |
| 3) Single room tenements | Rs. 25,000/- each |
| 4) Tenements of 25 Sq.Mtrs | Rs. 223.27 per Sq.Ft
(Rs. 2402.00 per Sq.Mtrs) |
| 5) Tenements upto 50 Sq.Mtrs
80 Sq.Mtrs and 40 Sq.Mtrs | Rs. 250.32 per Sq.Ft
(Rs.2693.00 per Sq.Mtrs) |

Escalation shall be permitted in accordance with the orders of July 1987 by issuing general orders.

13) The said person shall not transfer the exempted lands (with or without buildings thereon) or any part thereof to any other persons, except for the purpose of mortgage in favour of any financial institutions specified in sub-section (1) of section 19 of the Act, for raising finance for the purpose of construction of any one or all the tenements mentioned above. Breach of this condition shall mean that exemption granted under this order stands withdrawn. However, nothing in this condition shall prevent the land holder from selling dwelling units constructed in accordance with the terms of this exemption order to the intending purchasers and survey the land under such building as well as the land to be kept open as per building regulations/ D.C. rules of the Municipal Corporation to the ultimate purchasers or a co-operative Housing Society formed by such purchasers.

14) The area required to be kept open according to the D.C. Rules Building Regulations of Borivay Municipal Corporation/Municipal Council, Town Planning Rules and other statutory regulations shall always be kept open. This part of the land shall not be used for any-construction whatsoever, even if there is a change in FSI in future, permitting additional construction.

15) The said person shall submit from time to time necessary 'Returns' to be prescribed by the State Government in order to indicate the progress of the work done by him.

16) If at any time, the State Government is satisfied there is a breach of any other conditions mentioned in the order, it shall be competent for the State Government to withdraw by an order, the exemption order from the date specified in the order.

Provided that, before making any such order the State Government shall give reasonable opportunity to the person whose lands are exempted for making representation against the proposed withdrawal.

17) When any such exemption is withdrawn or deemed to be withdrawn under these conditions, the provisions of the Chapter III of the said Act shall apply to the lands as if the land had not been exempted under this order.

18) It shall be lawful for the State Government, the Additional Deputy Collector and the Competent Authority or any person specially authorised by the State Government in this behalf to enter on the land, so allowed to be retained for the purpose of construction of tenements/providing sites and services/ core house to inspect and check development, material and construction work, to call for, inspect and check the books of accounts of development, construction and disposal of tenements.

19) The holders shall advertise the entire scheme within six months from the date of the sanction order from the State Government in at least two local newspapers, giving full details of the scheme including area and final selling

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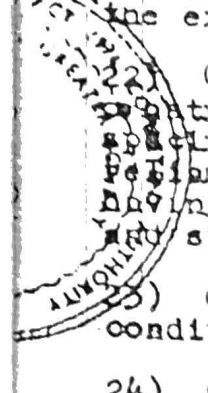
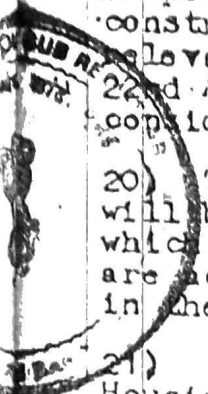
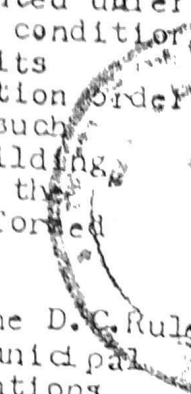
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prices for tenements for (plinth and carpet area) specifications, location, terms and conditions of allotment of tenements, in accordance with Maharashtra Ownership Flats Act, 1963. He shall send copies of the advertisements to the concerned Competent Authority within one week from the date of publication of the advertisement. If the scheme proposed to be implemented in phases (within the total period prescribed herein) the first advertisement shall be in respect of all the dwelling units indicating the phases of construction. Attention is invited to condition No.6 other relevant conditions prescribed under the guidelines issued on 22nd August, 1986. Any violation of the stipulation will be considered breach of the conditions.

20) The exemption granted under section -20 of the said Act will be deemed to have been withdrawn for such vacant land which have not been built upon, if and when such exempted lands are acquired for any Government or Semi Government Organisation in the public interest.

21) All the conditions mentioned in Government Resolution Housing and Special Assistance Department No. SSS.1086/2340/XIII dated 22.8.1986 as modified from time to time shall apply for the exempted land and will be binding on the land holder.

22) Government expects that the concept of (low price low cost construction technology without sacrificing the standard and specifications be adopted to maximum possible extent. Less expense should be placed on use of cement and steel by having load bearing walls made of bricks of good quality strength and by using low cost building technology.

23) Government reserves the right to alter any of the conditions prescribed herein.

24) Government will have pre-emption right on all of the service plots, core house and single room tenements in component 'A' and 10% of the 25 Sq.Mtrs tenements in component 'B'.

25) The owner is surrendering the Government share of surplus Vacant Land declared out of F.P.Nos. 478 B, 479 A in the other final Plot Nos. 485, 486 B, 491, 519, 481 B, therefore he shall be allowed to construct tenements below 40 Sq.Mtrs area on the said area after decision regarding reallocation of Recreation ground reservation is finalised by Bombay Municipal Corporation.

26) In view of this exemption order, the scheme if any filed by the land holder u/s.21(1) of the Urban Land (Ceiling and Regulation) Act 1976, stands withdrawn.

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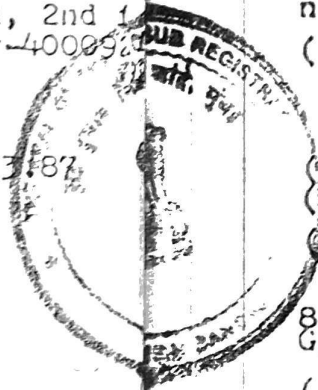
.5/-

SCHEDULE

(C)

Details regarding applicant and the vacant land for which the exemption is sought under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976

1. Name and address of the person holding the lands	: Smt. Laxmibai Budhaji Bhandari Smt. Dhantibai Budhaji Bhandari C/o. P.R. Shinde (C.A.) Goyal Shopping Arcad, 2nd fl Borivali (West) Bombay-400098	B. 1 nom: (1)
2. Status of the person	: Family	
3. No. and date of application	: SR-III-518 dated 31.3.87	(11 (11 (1v
4) Name of the Urban Agglomeration in which the land for which exemption is sought is situated.	: Greater Bombay	(11 (11 (1v
5) Description of property for which exemption is sought		8. Govt (1)
a) Dist. Taluka . Village S.No./ CBS No.	: B.S.D. Borivali Eksar Vill. Plot Nos. 478 B, 479 A, 41 485, 486 B, 519, 315 A TPS Borivali. S((11 (11 (1v (10 FSI
b) Total surplus area in Sq.Mtrs	: 9658.65	(Su
(b-1) Area under set back and D.P.road.	: -	
(b-2) Area under D.P.reservation of	: -	
(c) Area of land to be exempted (Net buildable land)	: 9658.65	
(d) Total No.of tenements to be constructed	: -	
(a) <u>Area under component 'A'</u>	: 1086.40 (F.P.Nos. 519)	To, Smt C/o HIn
(i) Total No.of service plots	: 3	
(ii) Total No.of core houses	: 5	
(iii) Total No. of single room tenements.	: 22	
(b) <u>Area under Component 'B'</u> -	: 890.5 Sq.Mtrs (F.P.No. 481 B)	
(i) Total No. of tenements of 25 Sq.Mtrs plinth area	: 7	
(ii) Total No. of tenements upto 50 Sq.Mtrs plinth area.	: 5	
(iii) Total No.of tenements upto 80 Sq.Mtrs of plinth area	: 6	



(C) Area under component 'C'

: 6781.75

F.P.Nos. 485, 486 B and 491

(1) Total No. of tenements upto 40 Sq.Mtrs plinth area

(Subject to approval of B.M.C.): 170

B. Built up area to be sold to Government nominees at pre-determined rate.

(1) 25 Sq.Mtrs tenements (right of pre-emption)

10% of tenements

: 17.81 ¹⁴/₂

(ii) 50 Sq.Mtrs tenements

(iii) 80 Sq.Mtrs tenements

: 71.24 ¹⁴/₂

(iv) 40 Sq.Mtrs tenements

: 2088.10 Sq.Mtrs.

B. No. of tenements to be sold to Government.

(i) 25 Sq.Mtrs

: 1

(ii) Upto 50 Sq.Mtrs

(iii) Upto 80 Sq.Mtrs

: 2

(iv) Upto 40 Sq.Mtrs (consisting of permissible FSI not less than 30%)

(Subject to approval of B.M.C.) : 52

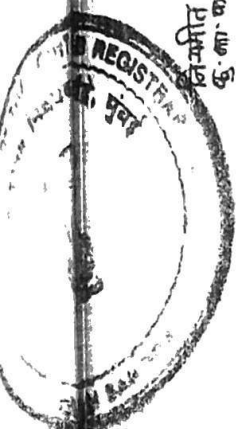
By order and in the name of Governor of Maharashtra.

(Signature)
(B.C. VEER)

Additional Collector and Competent Authority (ULC) Gr. Bombay.

To,
Smt. Laxmibai Budhaji Bhandari and Others,
C/o. Shri. P.R. Shinde, Goyal Shopping Arcade
11nd floor, Borivali (W) Bombay-400092.





निम्नीत मन्ना प्रमाण
क्र.मा.क. 43 प्रमाण

स.न. 39 विस्सा नं. 4

मा. न. नं. ७, ७५४६१२

गाव : टगाव
तालुका : बोरीनली

क्रमांक: ३३१, ३०४६

- १) मांगवाड बुवाजी अंडारी
- २) लक्ष्मीबाई बुवाजी अंडारी
- ३) कु-जयवंत बुवाजी अंडारी
- ४) कुमारी गवति बुवाजी अंडारी
- ५) अ-नं-उदेव-भा-कु लक्ष्मीबाई बुवाजी अंडारी

प	सु.
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द्वेज सावणी तापक...
पोट धारवा...
एकूण...
आकार...
बुढी अथवा जादा आकार
पाणी ...

स.न. 34 विस्सा नं. 4

मा. न. नं. ७, ७५४६१२

गाव : टगाव
तालुका : बोरीनली

क्रमांक: ३२५, ३०४६

- १) मांगवाड बुवाजी अंडारी
- २) लक्ष्मीबाई बुवाजी अंडारी
- ३) अ-जयवंत बुवाजी अंडारी
- ४) कुमारी गवति बुवाजी अंडारी
- ५) अ-पा-कु लक्ष्मीबाई बुवाजी अंडारी

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पोट धारवा...
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पाणी ...

स.न. 30 विस्सा नं. 4

मा. न. नं. ७, ७५४६१२

निम्नीत मन्ना प्रमाण
क्र.मा.क. 43 प्रमाण

गाव : टगाव
तालुका : बोरीनली

क्रमांक: ३२५, ३०४६

- १) मांगवाड बुवाजी अंडारी
- २) लक्ष्मीबाई बुवाजी अंडारी
- ३) कु-जयवंत बुवाजी अंडारी
- ४) कुमारी गवति बुवाजी अंडारी

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द्वेज सावणी तापक...
पोट धारवा...
एकूण...
आकार...
बुढी अथवा जादा आकार
पाणी ...

गाव : टगाव
तालुका : बोरीनली
क्रमांक: ३२५, ३०४६

वर्ष	कुळ आणि खंड	दोत्र	रीत	पिके आणि सागवट	दोत्र	शेरा
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				तमान नारिकर ७५२६०		

बकाही विक्री पत्र
बाबुदा - बोरीनली

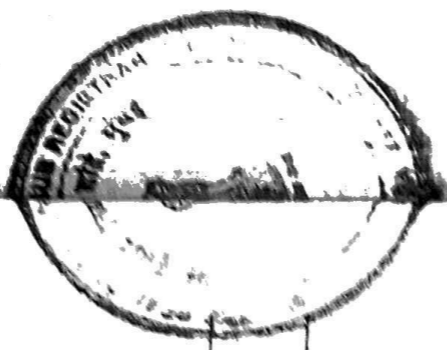
वर्ष	कुळ आणि खंड	दोत्र	रीत	पिके आणि सागवट	दोत्र	शेरा
८५	बुडू	६०१	१	अंग	६०१	—
				तमान नारिकर ६५२६०		

बकाही विक्री पत्र
बाबुदा - बोरीनली

वर्ष	कुळ आणि खंड	दोत्र	रीत	पिके आणि सागवट	दोत्र	शेरा
८५	बुडू	६२१	१	अंग	६२१	—
				तमान नारिकर ७५२६०		

बकाही विक्री पत्र
बाबुदा - बोरीनली

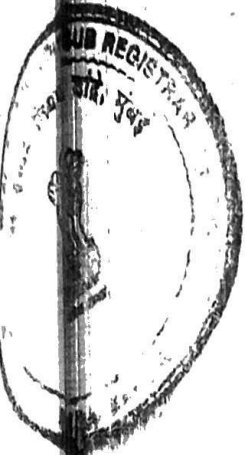
2014/15



2	30	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
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2	30	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
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2	30	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
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स. नं. 36- विस्सा नं. 305

ना. नं. नं. ७, ७अ, ७१२

नाम : लोचनराज
 मातृका : नारायण

कन्याया : 305 (1922)
 शोनीबाई बुधजी मंडारी
 लक्ष्मीबाई बुधजी मंडारी
 जयवंत बुधजी मंडारी (पुत्रा)
 पार्वती बुधजी मंडारी (पुत्री)
 श्री. पा. क. लक्ष्मीबाई बुधजी मंडारी
 (2923) (2003) (2923)

पं.	१-१	१-१	१-१
व. नं.	१-१	१-१	१-१
व. नं.	१-१	१-१	१-१
व. नं.	१-१	१-१	१-१

वर्ष	दिनांक	दिनांक	दिनांक
१९६६	१९३१-१२	१९३१-१२	१९३१-१२
	१९३१-१२	१९३१-१२	१९३१-१२

स. नं. 37- विस्सा नं. 905

ना. नं. नं. ७, ७अ, ७१२

नाम : लोचनराज
 मातृका : नारायण

कन्याया : 305 (1922)
 शोनीबाई बुधजी मंडारी
 लक्ष्मीबाई बुधजी मंडारी
 जयवंत बुधजी मंडारी (पुत्रा)
 पार्वती बुधजी मंडारी (पुत्री)
 श्री. पा. क. लक्ष्मीबाई बुधजी मंडारी
 (2923) (2003) (2923)

पं.	१-१	१-१	१-१
व. नं.	१-१	१-१	१-१
व. नं.	१-१	१-१	१-१
व. नं.	१-१	१-१	१-१

वर्ष	दिनांक	दिनांक	दिनांक
१९६६	१९३१-१२	१९३१-१२	१९३१-१२
	१९३१-१२	१९३१-१२	१९३१-१२

स. नं. 38- विस्सा नं. 905

ना. नं. नं. ७, ७अ, ७१२

नाम : लोचनराज
 मातृका : नारायण

कन्याया : 305 (1922)
 शोनीबाई बुधजी मंडारी
 लक्ष्मीबाई बुधजी मंडारी
 जयवंत बुधजी मंडारी (पुत्रा)
 पार्वती बुधजी मंडारी (पुत्री)
 श्री. पा. क. लक्ष्मीबाई बुधजी मंडारी
 (2923) (2003) (2923)

पं.	१-१	१-१	१-१
व. नं.	१-१	१-१	१-१
व. नं.	१-१	१-१	१-१
व. नं.	१-१	१-१	१-१

वर्ष	दिनांक	दिनांक	दिनांक
१९६६	१९३१-१२	१९३१-१२	१९३१-१२
	१९३१-१२	१९३१-१२	१९३१-१२

विद्यार्थी नामना प्रमाण
 कु. पा. कु. ४३ प्रमाण
 स. नं. ३७ विस्तार नं. अर्थकी

पा. नं. नं. ७, ७अ ब १२

नाम : लकीन्द्र
 तापुक : बोरीबधी

प.	सु.	कनवेदा: (२०७) (२१०७)
—	७११	(२२३६) (२३८७)
—	—	१) शोभाबाई बुध्वाजी भंडारी
—	—	२) अशोकाबाई बुध्वाजी भंडारी
—	—	३) कु. जयवंत बुध्वाजी भंडारी
—	—	४) कु. पार्वती बुध्वाजी भंडारी
—	—	(७३८३)

वर्ष	कुळ आणि खंड	सेत्र	दिल	रिके आणि सागवड	सेत्र	नेरा
८५१८६	२५३	६२१	१	मांग	६२१	
				समाप्त साधक ७/२/६०		

बघादी वरत प्रमाण
 पाण्डा - बोरीबधी

विद्यार्थी नामना प्रमाण
 कु. पा. कु. ४३ प्रमाण
 स. नं. ३६ विस्तार नं. अर्थकी

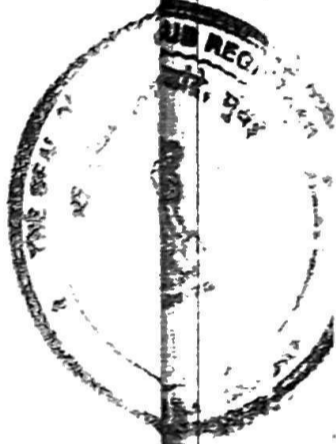
पा. नं. नं. ७, ७अ ब १२

नाम : कोणमन
 तापुक : बोरीबधी

प.	सु.	कनवेदा: (३२५) (२१०७)
१	६२०१	(२२३६) (२३८७)
—	—	१) शोभाबाई बुध्वाजी भंडारी
—	—	२) अशोकाबाई बुध्वाजी भंडारी
—	—	३) कु. जयवंत बुध्वाजी भंडारी
—	—	४) कु. पार्वती बुध्वाजी भंडारी
—	—	(७३८३)

वर्ष	कुळ आणि खंड	सेत्र	दिल	रिके आणि सागवड	सेत्र	नेरा
८५१८६	२५३	९६२०१	१	मांग	९६२०१	
				समाप्त साधक ७/२/६०		

बघादी वरत प्रमाण
 पाण्डा - बोरीबधी



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TO WHOMSOEVER IT MAY CONCERN: BOMBAY, _____ 19


Re: Agreement for Development of the property lying and being at village Eksar Taluka Borivli bearing S.No.36/3 (part) C.T.S. No.388; S.No.36/1 (part) C.T.S. No.386; S.No.37/8, C.T.S.No.385; S.No.37/6 C.T.S. No.383; S.No.37/5, C.T.S.No.382; S.No.37/1 (part) C.T.S.No.381, 381 (1 to 9), S.No.37/1 (part) C.T.S.No.379; S.No.37/2, C.T.S. No.378; S.No.37/3 C.T.S.No.377 and S.No.31/5, C.T.S.No.443 in the Registration District Bombay City and Bombay Suburban District, affected by Town Planning Scheme III Borivli (West), Bombay having original plots Nos.317A, 315A, 311,311A, 311B,310 314 and 295 having corresponding Final Plot No. 485-486-B, 481B, 491, 479B-487A and 513 and New Final Plot Nos.494 -497, 591,487 514 and part of 478 admeasuring 9701.90 sq. mtrs. or thereabouts.
Shantabai Bhudaji Bhandari & Others.
To
Jaya Enterprises.

We have perused the title certificate issued by M/s.Pravin Mehta & Mithi & Co., dated 19th July 1988. A zerox copy of the said Certificate is hereto annexed and marked "A"

We have also investigated the title by taking searches with the Sub-Registrar of Assurances at Bandra, Thane and Bassein from years 1930 to 1939 and at Bombay from 1957 to 1989 and we are of the opinion that the title in respect of the above property subject to the provisions of Bombay Tenancy and Agricultural Land Act and Urban Land (Ceiling & Regulation) Act, in the hands of Owner is free from encumbrances and marketable.

Dated this 22nd day of May 1990.

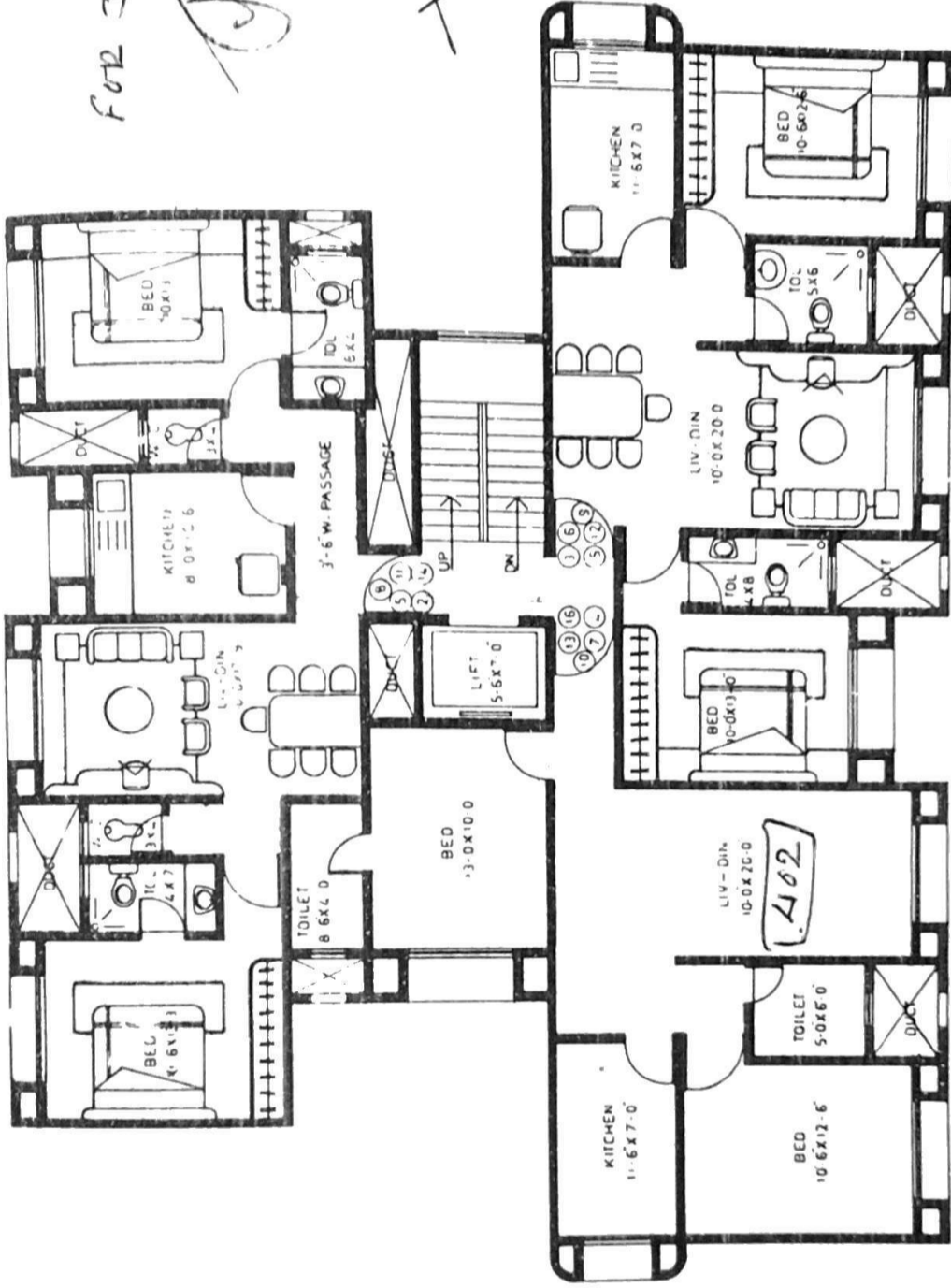
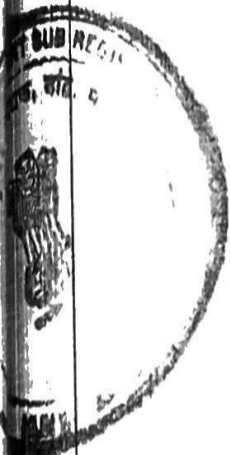
For SHAH & SANGHAVI,


(Partner).

ANNEXURE

List of items which are considered obligatory and for which no extra amount will be admissible.

<u>ITEM</u>	<u>PARTICULARS</u>
1. Walls	Stone/brick/concrete/blocks/precast RCC panela
2. Plaster	Inside and Outside.
3. Painting	White wash or colour wash
4. Flooring	Marble Mozaic tiles in grey cement flooring in all rooms.
5. Skitting & dado	White glazed tile dado of 4' height in Bath Room and minimum 1'-6" height in W.C.
6. Doors	Teak wood, non-teak sea-saned and treated timber plan plank or battended, ledged and Brase shutters with iron oxidised fixtures and fastenings, locking arrangements, wooden stoppers with oil painting and/or mild steel angle iron frame and above type of shutters.
7. Windows and Vertilators	-do- or glazed, mild steel bars for ground and first floors, no sills.
8. Cooking plat- form in the kitchen	Cadappa stone (with built in sink)
9. Raised sink	R.C.C.
10. Water supply	Brass Biboocks.
11. W.C. Pan	As per Municipal requirements with foot rest.
12. Wash Basin with Towel rod.	
13. R.C.C. lefts	To be provided without any extra charge.
14. Electricica- tion.	Fan points in addition to the minimum no. of light points and plug points with wiring on wooden battons and independent energy metre.



FOR JAMA ENTERPRISE

P. J. J.
PARTNER,

[Signature]

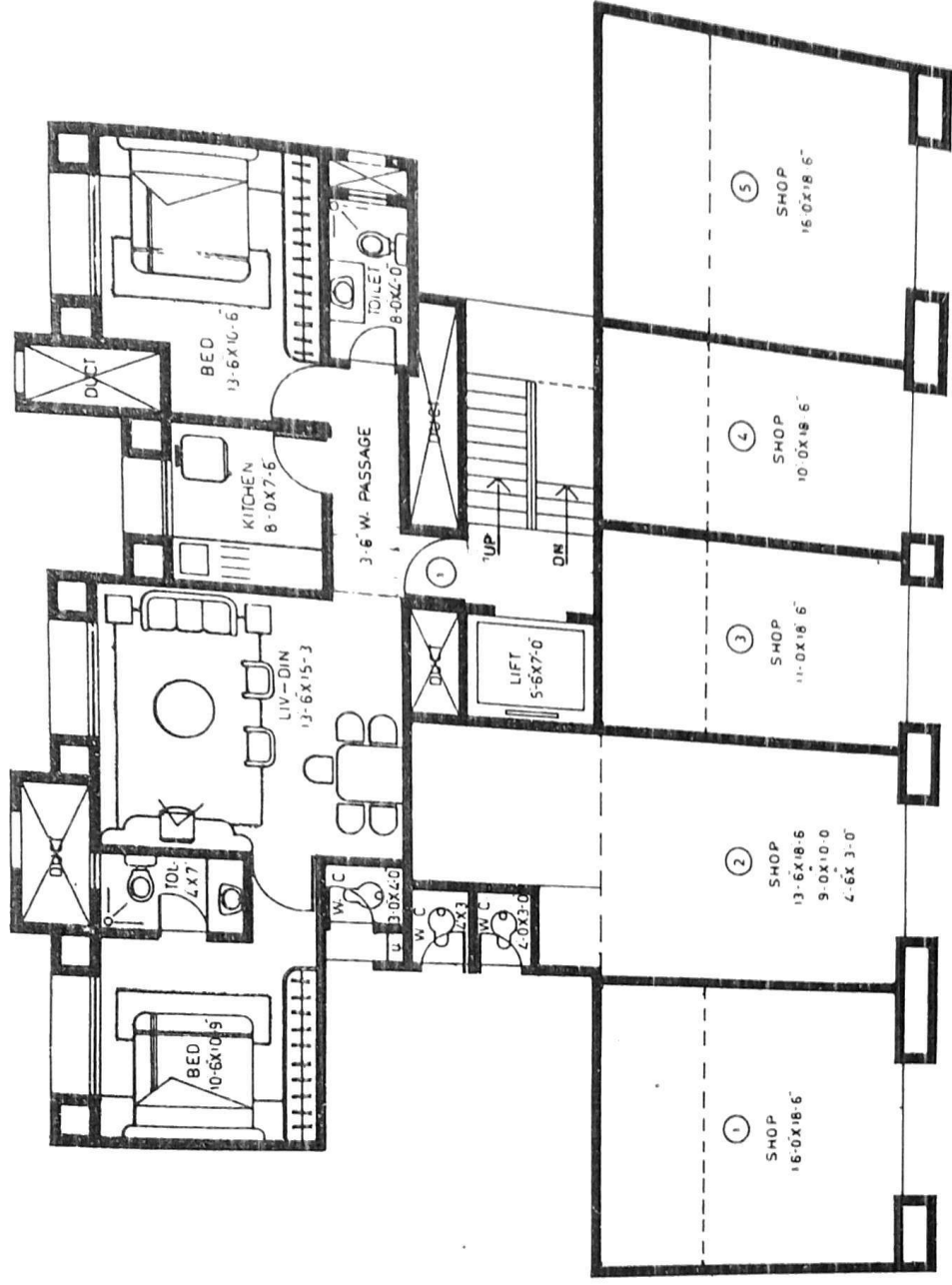
TYPICAL FLOOR PLAN

FLAT NO-402
4TH FLOOR

KANKAI KRIPA



KANKAL KRIPA



GROUND FLOOR PLAN

श्री - प्रशांत भीर साठ गोंवळ वय २८ वय,
गोवळी सा. १२८/७, वेने. ज्योती. अवेनाक.
वांद्रे प्लॉट मुं नं ५१.

दस्तावेज करून देणाग तथाकथित
- २१७२०१७
दस्तावेज करून दिव्याचे कबूल करतात.



- १) शैलेश व्ही. मीरगा सा. आर. वी. - विळीज
बोरीवली (१) मुं नं ७२
- ३) योगेश प्रस. दाते सा. १/४, आगि योडा
परांजणे गंग बोरीवली (१) मुं नं ७२

हे दोघे वरील दस्तावेज करून
देणान्यास ओळखत असल्याचे सांगतात
व त्याची ओळख देतात.

१.

२.

१) S.V. Mehta

३) Y.S. Dote

३०/३/२३


सहा मुख्यम निबंधक, मुंबई वांद्रा.

श्री. २५०५ पंथरल विडींग आपरा लीकल एं. ४
 हू को लया इंटरप्रामेडिस लीक अगिदा

दस्तावेज कायम दिवस
 प्रमाणित को ४/४/९३ दस्तावेज
 कानून दिव्याचे कबूल करतात
 ४/४/९३

- १) विवास कोकावेला को करकारी वलाहल वांद्र (पूके) एं. ५१
- २) चंद्रकांत कोटिल को करकारी वलाहल वांद्र (पूके) एं. ५१

हू कोसे वरील दस्तावेज कड
 दिवाण्याम ओशखत अमल्याचे अंगतक
 हू त्याची ओशखत दितात.

१.
 २.
 ४/४/९३ सह दुव्याम लिखक. मुंबई वांद्र

बाजार मुख्य ह. २२२००० / निवृत्त करून
 कमी पडलेले मुद्रांक शुल्क ह. २५४०० / वंड २५० /
 नं.दणी फी ह. चलयन क्रमांक २१०४, २१०३.
 दिनांक ३/३/२००६ अन्वये वसुल केले आहे.

दिनांक: ३/३/२००६



दुव्याम निवृत्त कर कायम दिवाण्याम
 मुंबई उपनिर्वाहक वांद्र.
 P/११३१९३ 15170173
 Registered of No. on
 Additional of BK No. I २१४५५
 Joint Sub-Registrar IV
 Bombay (Bandra)
 २०/४/०६

47/03/23
DATED THIS 27TH DAY OF MARCH 1993.

Fl/Act 5/7/13
cop. 7

~~SHR SINGH~~

TO

~~SHR SINGH~~
Indexy SHRI SMT. MS. SHALCHONKAR, PRASHANT.
(MV) 214/06 SHRIDHAR.

BUYER/PURCHASER

SD Paid 17/20

1513193

Ex-SAV 79000

Agree to 552000

MV 79000

5000
50

5050

AGREEMENT

FOR

SALE

IN RESPECT OF

~~FLAT/SHOP/OFFICE/GARAGE~~

~~OPEN-CLOSED PARKING SPACE~~

PREMISES NO. 402

ON 4TH FLOOR, IN — WING OF

LEGAL ADVISER

SHAH & SANGHAVI (Regd.)

MITTAL COURT, 'A' WING, 11TH FLOOR,
NARIMAN POINT, BOMBAY-400 021.
TEL. : 22 34 22, 22 35 21

DEVELOPERS

JAYA ENTERPRISE

B-10, BORIVLI SHOPPING CENTRE,
CHANDAWARKAR ROAD,
NEAR RAJMAHAL HOTEL, BORIVLI (W),
BOMBAY-400 092.

49000/03

DATED THIS 27TH DAY OF MARCH 1993

Pl/Adm 5/7/93
Co.F.Y

~~PT SR SPTM~~

TO

~~SHRI~~ SHRI/SMT. MS. SALUNKAR, PRASHANT.
(MV) 214/06 SHRIDHAR.

BUYER/PURCHASER

3D Paid 17/120.
15/3/93

AGREEMENT

Ex-590 79000
Agreets 552000
MV 790000

FOR

SALE

IN RESPECT OF

~~FLAT/SHOP/OFFICE/GARAGE~~

~~OPEN-CLOSED PARKING SPACE~~

PREMISES NO. 402

ON 4TH FLOOR, IN — WING OF

5000
50
5050

LEGAL ADVISER
SHAH & SANGHAVI (Regd.)
MITTAL COURT, 'A' WING, 11TH FLOOR,
NARIMAN POINT, BOMBAY-400 021.
TEL : 22 34 22, 22 35 21

District Deputy Registrar, Co-operative Societies, Mumbai City (4)

Office of the Competent Authority

Under section 5A of the Maharashtra Ownership Flats Act, 1963.

Bhandari Co-op. Bank Bldg., 2nd fl., P. L. Kale Guruji Marg, Dadar (West), Mumbai-400 028.

No. DDR-4/Mum/D.C/Kankai Kripa CHSL/1415/2018

Date 16/07/2018

Order under Rule 13(5)(c) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction etc.) Rules, 1964 and Certificate under sec. 11 (3) and 11(4) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

Application No. of 2017

Read:-

1. Section 3 and 11 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
2. Rule 9, 11, 12 & 13 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer), Rule 1964.
3. The conferment of the powers under section 5A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 issued By Housing Department on 23rd June, 2008 vides order No. MOF.2008/C.R.24 (Part-II)/RR.2 and the same has been further amended on 25th February, 2011, vide Order No. MOF.2008/C.R.24 (Part-II)/R&R.2 and on 19th January 2013 vide Order No. MOF.2012/C.R. 228/R&R.2.
4. Kankai Kripa Co-operative Housing Society Ltd., Application in form VII under section 11 of the Maharashtra Ownership Flats Act 1963 submitted to this office on Dated 27.10.2017 with all the enclosures attached with application.
5. Hearings held from time to time in the said matter.

Kankai Kripa Co-op. Hsg. Soc. Ltd.,
Through Chairman/Secretary
Plot No. 315-A, TPS-III, Chikoowadi,
Shimpoli, Borivali-(west), Mumbai-400092.

...Applicant

Versus

- 1 M/s Jaya Enterprises
Through Partners,
a) Chintamani Bhaskar Mali
b) Parshuram Ramchandra Shinde
B/10, Borivali Shopping Centre,
Chandavarkar Road, Borivali West,
Mumbai- 92.
2. Mrs. Shantabai Budhaji Bhandari (Since deceased)
3. Mrs. Lakshmibai Budhaji Bhandari (Since deceased)
Through legal heirs of Opp. No. 2 & 3
a) Smt. Shakuntala Bhudhaji Bhandari
Nee Kavita N. Thakkar
R.No. 1, Gorai Khadi,
Plot No. 1, Borivali (west), Mumbai.



4. Mr. Jaywant Budhaji Bhandari
F.P. no. 491, Chikoowadi, Shimpoli,
Borivali (west), Mumbai-400092.

5. Mrs. Parvati Budhaji Bhandari
F.P. no. 491, Chikoowadi, Shimpoli,
Borivali (west), Mumbai-400092.

...Opponents

JUDGEMENT:-

1. This application is filed under section 11 (3) and section 11(4) of the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "ACT") and under Rules 11, 12 and 13 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as the said Rules) to get a certificate from the Competent Authority addressed to the Sub-Registrar or Appropriate Registration officer under the Registration Act, 1908 (16 of 1908) for enforcing unilateral execution of conveyance deed conveying the right, title and interest of the Landowner, Promoter in the land and building in favour of the applicant, as deemed conveyance and have it registered, provide for the cost and such other relief as this authority may deem fit in the circumstances of this case.
2. The application in prescribed form No. VII submitted on Dated 27.10.2017 is accompanied with following documents in addition to the payment of court fee stamps of Rs. 2,000/- to substantiate their claim.
 - (i) Copy of Society Registration Certificate dated 4/3/1999.
 - (ii) Copy of Resolution passed in Special General Meeting.
 - (iii) Copy of Articles of Agreement executed between M/s. Jaya Enterprises one of the flat purchaser Mrs. Indira K. Nair & Mr. A.V.K. Nair on dated 24th July, 1993;
 - (iv) Copy of Property Card dated 8/11/2017;
 - (v) Copy of I.O.D dated 20/10/1989.
 - (vi) Copy of Commencement Certificate dated 29/01/1990.
 - (vii) Copy of Building Structure Plan approved by MCGM;
 - (viii) Copy of Self Declaration and Resolution submitted by Secretary and Chairman of the Applicant Society as per Government Circular dated 18/09/2017.
 - (ix) Copy of list of flat holders with other details;
 - (xii) Copy of legal notice sent to the Developer/ promoter
 - (xv) The Affidav. from the Chairman of the Applicant Society that all the documents submitted are true and correct and that the Society has not approached any Court/ Forum in the matter of Deemed Conveyance;
3. On receipt of the above Application, this office issued notice in form no. X vide letter No. DDr-4/Mum/Deemed Conveyance /Notice/2914/2017 dated 15/12/2017, with the Applications and exhibits/enclosures thereto by Registered post with acknowledgement due sent to the Respondents at their last known as stated above and which is mentioned in

the agreement for sale with flat purchasers. The hearing/oral argument in the above case was fixed on dated 04.01.2018 at 1.00 pm.

4. In order to give sufficient notice to all the parties concerned as required under the Act and under the principles of natural justice, this office directed the Applicant vide letter no. DDR-4/Mum/deemed Conveyance/ Notice/236/2018 dated 01/02/2018 to publish the Public Notice at the cost of Applicant in two newspapers on behalf of this office giving sufficient time to the Respondents and any other parties interested to intervene in the matter or claim their rights, interest or objections in the property or to the above Applications. The said Public Notice was published by the Applicant in the Free Press Journal (English) and Navshakti (Marathi) on dated 16/02/2018 and the copy of the said newspapers has been submitted by the Applicant to this office.
5. The hearings in this matter took place on 4/1/2018, 22/1/2018, 30/1/2018, 20/2/2018, 1/3/2018, 19/3/2018, 28/3/2018, 3/4/2018, 17/4/2018 and the proceeding was closed on 24/4/2018. Adv. Dinesh Malekar, Adv. Vanita Valanju, adv. Purva Katala were present on behalf of the Applicant Society. Adv. S. P. Munghate was present on behalf of the Opponent No. 2 to 5. The Applicant Society has submitted the No Objection certificate from the Opponent No.1 Jaya Enterprises. Legal heirs of Opp. No. 2 & 3 viz. Smt. Kavita N. Takkar and Opp. No. 4 & 5 stated that the Opponent No. 2, Mrs. Shantabai Budhaji Bhandari & Opponent No. 3, Mrs. Lakshmbai Budhaji Bhandari, are expired and therefore delete the name of Opponent No.2 &3 and insert the name of Mrs. Shakuntala Bughaji Bhandari who is now known as Mrs. Kavita N. Thakkar as their legal heir. Further this Authority has allowed Application and directed the Applicant to submit Amended Application. And accordingly Applicant Society has submitted amendment Application on 03.04.2018. The Advocates for the Applicants were present during the said hearing. The Opponents No. 2 to 5 filed their affidavit in reply. After appropriate hearings the proceedings was closed for passing the order on 24.04.2018 giving time period upto dated 2/5/2018 to applicant as well as opponents to submit the written arguments if any.
6. **Summary of the Application in form No. VII submitted by Applicant is as under:-**
- a. The Applicant is a Co-operative Housing Society formed under section 10 of Maharashtra Ownership Flats (Regulation of the promotion of Construction sale, management and Transfer) Act, 1963 (hereinafter referred to as MOFA Act duly registered under Maharashtra Co-operative Societies Act, 1960 with the name of Kankai Kripa Co-operative Housing Society Limited bearing Registration No. BOM/W-R/HSG(TC)/10266/98-99 Dated 4/03/1999 and having its registered address at Kankai Kripa CHS LTD, Plot No.315, Chikoowadi, Borivali (West), Mumbai-400092 .(Hereinafter referred to as "the said Society"). Annexed the copy of Registration Certificate of the said society to the application.
- b. The Applicant Society is in possession of land bearing part of Old F.P. No. 481-B & New F.P. No. 491 admeasuring 933.70 sq. meters of TPS Scheme III, came to be carved out of the layout forming part of the larger layout New CTS No. 377, 378, 379, 380, 381, 381(1 to 9), 382, 383, 385, 386, 388, 403, 429 & 443 respectively lying and being at village Borivali,

- Taluka-Borivali, (hereinafter referred to as "Suit Premises"). Copy of the Property Card is annexed to the main Application.
- c. The Applicant Society states that the Society consist of one building known as Kankai Kripa Co-operative Housing Society Limited.
 - d. The Applicant society states that the Opponent No. 1 entered into Agreements for Sale of flats with the individual purchasers of the flat as required by section 4 of the MOFA, 1963 and all of the agreements are duly stamped as required under the Bombay Stamp Act, 1958 and also duly registered as required under the Registration Act, 1908. The Opponent No. 1 agreed to convey the suit flat with the entire building constructed thereon (hereinafter referred to as "the said flat") to the Applicant society within the period agreed upon in the said agreement or within a period of four months from the date of formation of the said society, as provided in Rule 9 of the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964. A copy of Agreement for sale executed with one of the flat purchasers of each building and the list of present members with the details of flats numbers, area, Stamp duty paid, registration number, registration fees paid, etc. submitted with the application.
 - e. The Opponents have failed to execute a Conveyance for conveying the Right, Title and Interest of the Promoter in the Land and Building in favour of the Applicants, which they are legally entitled to have and enjoy as provided under the Said Act and Rules made there under and therefore applicant requested this Competent Authority to issue a Certificate of entitlement of Unilateral Deemed Conveyance of all that pieces and parcels of land bearing Old F.P. No. 481-B & New F.P. No. 491 admeasuring 933.70 sq. meters of TPS Scheme III, came to be carved out of the layout forming part of the larger layout New CTS No. 377, 378, 379, 380, 381, 381(1 to 9), 382, 383, 385, 386, 388, 403, 429 & 443 respectively lying and being at village Borivali, Taluka-Borivali, in favour of the Applicant Society as same falls within jurisdiction of this Hon'ble Authority.
7. Opponent No.1 Jaya Enterprises, as per their letter dated 18th July, 2016, have granted their No Objection Certificate to Applicant Society from receiving Certificate of Unilateral Deemed Conveyance from this Hon'ble Authority.
 8. During the hearing in the beginning Op. No. 2 to 5 took preliminary objection that applicant filed the application in which parties and prayer are same as an application no. 35/2013 which was filed by applicant society before this authority under MOFA 1963 therefore this application is not tenable to law. It is barred by the Principle of Resjudicata as mentioned in Sec. 11 of CPC as parties in both matters and prayer clause are same and applicant society suppressed the fact what is decided in said application no. 35/2013 by this court and what was the decision of the matter. So the preliminary objection is that whether this authority has jurisdiction to entertain and decide the present application.
 9. Applicant society submitted the reply to the preliminary objection raised by Opp. No. 2 to 5 in which it is stated that Application No. 35/2016 was filed by them was came to be returned back/ rejected vide order dated 31.3.2017 on the ground that applicant society has not submitted building completion certificate alongwith application as per G.R. dated

14.06.2016. But government has permitted filing an application by societies who have not been provided with occupation certificate by their builders/ developers from MCGM. Therefore applicant society filed an application which is maintainable and ought to be considered by this authority. Hence the question of framing the preliminary issues does not arise at all.

10. Reply on behalf of Opponent No.2 to 5 filed on 14/3/2018

Opponent No. 2 to 5 submitted that they are the Respondent no.2 in the matter and well versed with the matter. They say that contents of the application no. 115 of 2017 were explained to them by their advocate S. P. Munghate in vernacular Marathi and they understood the contents of the application explained and they reply to the application no. 115/2017 by para wise as under:-

a. It is stated that the Application for deemed conveyance under section 11 of Maharashtra Ownership Flats Act 1963 and Maharashtra Ownership Flats (regulation of the Promotion of Construction , Sale, Management and transfer) Rules 2015 is not tenable and same is required to be dismissed in limine.

- b. It is stated that the immovable property i.e. land admeasuring 933.70 sq. mtrs. in village eksar, Borivali Taluka Mumbai- 400092 in the Registration sub district Mumbai and District of Mumbai city No. 377,378,379,380,381,381(1 to 9), 382, 383,385,388, 403. 429, 443 is the property in question in above matter.
- c. It is stated that the originally the land in question belonged to Budhajee Bhandari and Shantabai Bydhajee Bhandari and in revenue records including 7/12 extracts. Budhajee Bhandari died in the year 1965 and smt. Shantabai Bhandari expired in the year 1994. After their death one of their legal heir Lakshmibai Budhajee Bhandari also died in 2013 and Mr. Jaywant Budhaji Bhandari, Smt. Parvati Sunil Patil, Shakuntala Budhajee Bhandari, and Smt. Kavita N. Thakkar were left as legal heirs.
- d. Opponent No. 2 to 5 submitted that after death of Budhajee Bhandari and Mrs. Shantabai Bhandari the land in question was transferred/mutated in the names of following legal heirs and they become exclusive owner of said property.
- e. One Mr. Parshuram Shinde purchased the land in question from the legal heirs abovenamed to Nitin Gala and company. There were 8 partners of Nitin Gala and company.
- f. It is stated that the legal heirs abovenamed never entered into any agreement of sale of said property with builder, M/s. Jaya enterprises (Respondent No.1) (O.P. No.1) nor they executed any conveyance with said building However their signatures were taken by the builders on same documents. They were not explained the contents of the application. Same were in English. Further it is stated they are strongly believe that builder with fraudulent intention and with motive of cheating them fabricated and prepared the false documents of conveyance indicating that they transferred the property to the builders. However they never executed conveyance and never went to sub-Registrar's office for executing conveyance. They never signed on any documents purported to be sale deed before Sub-registrar of documents. Their signatures were never taken before Sub-

registrar. Hence the document relied by the Applicant on which deemed conveyance is sought is not legal and proper.

- g. It is stated that they came to know the news item in Nav Shakti Marathi News paper in the month of February in 2018 that the applicant Society applied for deemed conveyance U/s. 11 of MOFA Act and Rules thereunder. As such they attended the office of this Authority in March 2018 and they appeared in the matter through their Advocate.
- h. It is stated that in the suit land the builders Jay enterprises with joint venture of Nitin Gala constructed 7 building on the land belonged to them. The Builders and Developers never got legal title over the suit land. Hence the Construction of Buildings made on such land without there being legal ownership to construct buildings is itself illegal.
- i. It is stated that as there is no legal and valid conveyance to the property the co-operative Society which is formed purported to be registered bearing registration no. BOM/WR/HSG(TC)/10266 dated 14/3/1999 is not legally formed as per the provisions of Act and rules there under.
- j. It is stated that the Builders did not execute valid conveyance with them. Consideration as fixed according to the builders was not paid to them. However only poultry sum was paid to them on the false promise that remaining consideration would be paid later on. The copy of the document on which their signatures were taken were never supplied to them. Hence they call upon the Builders to furnish copy of documents on which their signatures were taken.
- k. It is stated that Jaywant Budhaje Bhandari got one flat in Riddhi Building in the project of Builders. One Flat was given in 10% quota but not by the Builders. Jaywant B. Bhandari is in possession of one flat at present.
- l. It is stated that only Jaywant Budhaje Bhandari was given some poultry sum by the builders But the sisiters namely Mrs. Lakshmibai Budhaji Bhandari Mrs. Parvati Budhaji Bhandari were never given any money by the Builder R.No.1 nor any consideration.
- m. It is stated that the since they did not execute any conveyance with the builder (O.P. No.1) M/s. Jaya Enterprises and that since no conveyance was registered by them in favour of builders, no question of deemed conveyance arises.
- n. It is stated that Agreement dated 24th July, 1999 in between M/s. Jaya Enterprises (OP No. 1) in favour of Indira K Nair and A.V.K. Nair Flat Purchaser is the agreement of sale of flat no. 301 third wing, in building Kankai Kripa for sum of Rs. 4,95,000/- This is not conveyance by which they transferred the land to M/s. Jaya Enterprises hence deemed conveyance of said document cannot be given. Apart from said documents no other conveyance is filed along with documents.
- o. It is stated that title flow owners of the land to the flat buyers, it appears that Opp. No. 01 Jaya Enterprises is absolutely seized and possessed of the land, hereditaments and premises situate lying and being at village – Eksar, Borivali containing by larger plot of land and Opp. No. 01 undertaken construction of a building on a portion of said hereditaments and premises 933.70 sq. mtrs.

- p. It is stated that on perusal of notice on record dated 28.08.2015 from applicant society through its advocate to M/s Jay Enterprises, the notice was called upon to convey the right, title and interest and absolute ownership of the property within 15 days from the date of the notice failing which legal action would be taken. No reply appears to be given to said notice by M/s Jaya Enterprises.
- q. Opp. No. 2 to 5 quoted para (a) to (g) on page no. 2 & 3 of the agreement for sale dated 24.07.1993 executed between builder and one of flat purchasers. From this para it was abundantly clear that development agreements were granted by Opp.No. 2 to 5 however those development agreements were never explained to them. Their signature were taken on documents. Thereafter Opp. No. 1 prepared forged and fabricated document. They were not explained that same were development agreements without admitting contents of said development agreement if any. Evenly said development agreements, no right, interest, power was conveyed to the Jaya Enterprises by them. Thus by said development agreement Jaya Enterprises could not convey the different flats to different buyers in the project. Development right is not conveyance within meaning of transfer of property act. Thus on the basis of Development right purported to be given by them without conveyance, deemed conveyance cannot be granted.
- r. It is stated that they denied each and every points mentioned in Form No. VII of applicant society.
- s. It is stated that the Applicant is not tenable. Same may be dismissed and it be dismissed with costs.

11. Rejoinder of the applicant Society to the Purported Reply Filed By The Opponent No.2 filed on 03.04.2018 is summarized as under :-

In response to the purported Reply filed by the Opponent Nos. 2, the Applicant Society stated as under:

- a. From the opening paragraph of said purported Reply, the Applicant Society submits that it is observed from the averments made by the Opponent Nos. 2 that Mrs. Shantabai Budhaji Bhandari who has been impleaded as Opponent No. 2 a and Mrs. Lakshmibai Budhaji Bhandari who has been impleaded as Opponent No. 2 b have expired. However, the Opponent Nos. 2, in substantiation of their contention, have not annexed the Death Certificate of said Mrs. Shantabai Budhaji Bhandari and Mrs. Lakshmibai Budhaji Bhandari. However, the the Applicant Society is filing separate Application for amending the aforesaid Application for Unilateral Deemed Conveyance for deleting the names of the said Mrs. Shantabai Budhaji Bhandari and Mrs. Lakshmibai Budhaji Bhandari and for inserting / incorporating the name of Smt. Shakuntala Budhaji Bhandari who is now known as Kavita N. Thakkar as party-Opponent in the aforesaid proceedings.
- b. It is stated that the Opponent Nos. 2 are the formal parties in the aforesaid proceeding in as much as they have already transferred their right title interest in the suit property in the name of Jaya Enterprises, who has been impleaded as Opponent No. 1 and further that the Opponent No. 1 Jaya Enterprises has granted its No Objection for grant of Unilateral

Deemed Conveyance Order & Certificate in favor of the Applicant Society, which is already on the record of your Hon'ble Authority.

- c. It is stated that the Applicant Society has made out strong prima facie case for grant of Unilateral Deemed Conveyance Order & Certificate by virtue of irrefutable documentary evidence filed by the Applicant Society on the aforesaid file before your Hon'ble Authority.
- d. It is stated that the said Budhaji Bhandari and Shantabai Budhaji Bhandari transferred their right title interest in the suit property in favor of the Opponent No. 1 Jaya Enterprises, who constructed the Society Buildings on the suit property in pursuance to the provisions of MOF Act 1963, but who failed and / or neglected to grant Conveyance to the Applicant Society, as a result of which the Applicant Society has been constrained to file the aforesaid Application for Unilateral Deemed Conveyance, where-after, the said Opponent No. 1 Jaya Enterprises have granted its No Objection for grant of Unilateral Deemed Conveyance to the Applicant Society.
- e. It is stated that the said Lakshmibai Budhaji Bhandari has been impleaded as Opponent No. 2b in the aforesaid proceedings, Mr. Jaywant Budhaji Bhandari has been impleaded as Opponent No. 2 c in the aforesaid proceedings, Parvati Budhaji Bhandari has been impleaded as Opponent No. 2d in the aforesaid proceedings, thereby complying with the requirement of impleading them as party-Opponents in the aforesaid proceedings. In respect of Shakuntala Budhaji Bhandari nee Smt. Kavita N. Thakkar, the Applicant Society is filing separate Application for taking her on record as party-Opponent.
- f. It is stated that there is candid admission on the part of the Opponent Nos. 2 that they transferred their right title interest in favor of the Opponent No. 1, although they now claim to have transferred the right title interest in suit property under duress. The Applicant Society submits that assuming without admitting as to what the Opponent Nos. 2 have to say is true and correct, then in such a situation they may take recourse against the Opponent No. 1 Jaya Enterprises before the competent Court of Law. Further it is stated that the Opponent Nos. 2 cannot use the same as a ruse to frustrate the aforesaid Application for Unilateral Deemed Conveyance filed by the Applicant Society.
- g. It is stated that the names of the Opponent Nos. 2 as appearing on the Property Card are only as a formal party in view of the fact that the Opponent No. 1 Jaya Enterprises did not take the requisite steps for endorsement of its name on the Property Card for which the Applicant Society cannot and ought not be made a scapegoat.
- h. The Applicant Society adopts the contents of Agreement for Sale dated 24th July 1999 between M/s Jaya Enterprises who has been impleaded as Opponent No. 1 and Indira K. Nair and Mr. A.V.K. Nair and denies what is inconsistent and / or contrary thereto.
- i. It is stated that in view of the foregoing submissions it is crystal clear that there is absolutely no basis and / or substance in the alleged contention of the Opponent Nos. 2 which ought to be dismissed with the contempt it deserves and the aforesaid Application for Unilateral Deemed Conveyance filed by the Applicant Society be allowed.

12. Written Arguments of Opponent No. 2 to 5 filed on 10/05/2018.

- a) It is stated that the present application also the building completion certificate is not given.

The documents given in this application No. 115/2017 are same which were given in 35/2016. Hence since no building completion certificate is given deemed conveyance cannot be granted as per law. Hence it is humbly prayed to dismiss application Nop. 115/2017 for deemed conveyance.

b) The other contentions of Opponent No. 2 to 5 for opposing the application are same as mentioned in the reply of filed by them on 14.03.2018.

13. **Written Arguments filed by the Applicant Society on 2/5/2018.**

a. It is stated that having granted the Development Rights, the Opponent Nos. 2 have stepped into the shoes of the Original Owners and, thus, the said Opponents are deemed to be Promoters as contemplated under Section 2© of the MOF Act 1963. The Applicant Society produced section 2(c).

b. The Applicant Society submits that though the Opponent No. 2 claims to have filed a Suit in City Civil Court at Mumbai, Dindoshi Branch, it is pertinent to mention that there are no restraining Orders in the said Suit either against the Applicant Society and / or this Authority for grant of Unilateral Deemed Conveyance to the Applicant Society to which the Applicant Society is entitled to. The said Suit is nothing but a pathetic attempt on the part of the Opponent No. 2 to frustrate the aforesaid Application for Unilateral Deemed Conveyance filed by the Applicant Society before your Hon'ble Authority.

c. It is stated that Order, if any, passed by the Hon'ble City Civil Court, Dindoshi Branch, shall be binding on all the parties concerned, unless challenged before the Higher Court by the aggrieved party. Further stated that, however, just because a matter which has been filed after a gap of more than 20 years of execution of Agreement and thus, a time barred litigation. cannot be used as a ruse or a pretext to frustrate and / or defeat the rights of the Applicant Society as contemplated under the provisions of the sacrosanct MOF Act 1963.

d. Applicant society pray that no credence be given to the said purported Suit, which is a time barred litigation and, thus, liable to be dismissed right at the outset.

e. It is stated that the Applicant Society shall take recourse to the democratic options available to the Applicant Society to resist the said Suit which, right at the outset, is not maintainable and liable to be quashed and / or set aside at the threshold. Therefore, it is stated and submitted on behalf of applicant that from the above facts it becomes abundantly clear that the Opponents are indulging in dilatory tactics.

f. The Applicant Society herein mentioned some citation / judgments with respect to support their claim. The Judgments are as follows:-

- In the matter of
Vrindavan (Borivali) Co-operative Housing Society Limited V/s. V. Karmarkar
Bros and others 1982 Mah. L. J. 607.
- In the matter of
S. Irani (Sorkhab) V. Dinshaw and Dinshaw, 1999 Cr. L. J. 240 National Textile
Corporation Case 1990 M.L.J. 664, Bhagirath Kanoria and other v/s. State of M.
P. AIR Supreme Court 1688, AIR 1973 SC 908.

- In the matter of
Writ Petition No. 1439 of 2012 filed by
M/s. Shree Siddharth Construction Builders and Developers v/s. Shree Saraswati
Apartment CHS Limited
 - In the matter of
M/s. Jayantilal Investments V/s. Madhuvihar CHS Limited in Appeal (Civil)
3233 of 2006.
 - In the matter of
Maganlal Popatlal Charity and Sarvodaya Hospital Trust & Others v/s. State of
Maharashtra & Ors. (Writ Petition No. 10669 of 2012)
 - In the matter of
M/s. Noopur Developers v/s. Himanshu Ganatra and others (Order No.
1195/2009 in Civil Application No. 1495 of 2009)
 - In the matter of
M/s. Sawant Constructions and another v/s. Shri. Guruchhaya CHS Limited and
others (Writ Petition No. 1585 of 2013)
 - In the matter of
Mazda Construction Company v/s. Sultanabad Darshan CHS Limited (Writ
Petition No. 3912 of 2012)
- g. It is stated that from the above discussion, it becomes eloquently clear that the Applicant Society is entitled for Unilateral Deemed Conveyance Certificate as prayed for.
- h. It is stated that the Applicant Society has rightly and justifiably impleaded the Opponent herein in the aforesaid proceedings, pursuant to its name appearing in the Property Card which is already submitted before the record of your Hon'ble Authority.
- i. It is stated that the Applicant Society has prayed for grant of Unilateral Deemed Conveyance in respect of area as per the sanctioned plan of the Municipal Corporation of Greater Mumbai. Though the Opponent took objection for entitlement of conveyance in respect of area, but not been able to prove its case with irrefutable documentary evidence. On the other hand, the Applicant Society has established its case with the help of sanctioned plan of the Municipal Corporation of Greater Mumbai.
- j. In the circumstances aforesaid, the applicant society prays that your Hon'ble Authority be pleased to grant Unilateral Deemed Conveyance Certificate as prayed for.

Observations and conclusion

Considering the application filed by the Applicant Society, various facts and oral arguments placed before this proceeding, I have come to the conclusion as under.

- a. The Applicant is a Co-operative Housing Society known as Kankai Co-operative Housing Society Ltd. bearing Registration No. Registration No. BOM/W-

R/HSG(TC)/10266/98-99 Dated 4/03/1999 and having its registered address at Kankai Kripa Co-Operative Housing Society Limited, Plot No.315, Chikoowadi, Borivali (West), Mumbai-400092 Registration Certificate has issued by the Deputy Registrar of Co-operative Societies, R-Ward, Mumbai, has been attached with the application.

- b. The Applicant Society has filed an Application in Form No. VII on 17.10.2017.
- c. As per the application in FORM VII, the Society has claimed ownership of land bearing part of Old F.P. No. 481-B & New F.P. No. 491 admeasuring 933.70 sq. meters of TPS Scheme III, came to be carved out of the layout forming part of the larger layout New CTS No. 377, 378, 379, 380, 381, 381(1 to 9), 382, 383, 385, 386, 388, 403, 429 & 443 respectively lying and being at village Borivali, Taluka-Borivali, in favour of the Applicant Society. The area claimed by the Applicant Society in the Application and description of property referred by the applicant society has been further confirmed by Property Card which is submitted along with the application and it is clearly mentioned the details of the transfer of rights from Opponents to flat owners.
- d. The application is in proper format and duly stamped as required.
- e. The applicant has furnished a "list of documents" to establish their right.
- f. The Applicant submitted an Agreement dated 24/07/1993 and submitted further chain of documents and also submitted other relevant documents. On the perusal of the above Agreements and documents it seems the following title flows of the Suit Property:
- (i) One Smt. Shantabai Budhaji Bhandari and others were absolute owners of the said property. By separate agreements dated 26.04.1987 the said Shantabai Budhaji Bhandari and Jaywant Bhudhaji Bhandari And separate agreements dated 19.05.1987 Laxmibai Budhaji Bhandari and Parvatibai Bhudaji Bhandari agreed to grant development rights to Chintamani Bhaskar Mali and Arshuram Ramchandra Shinde. The aforesaid four owners by a supplemental agreement dated 26.08.1987 confirmed their respective agreements.
 - (ii) The said Chintamani Bhaskar Mali and Arshuram Ramchandra Shinde formed a partnership firm in the name and syle of M/s. Jaya Enterprises i.e. Opp. No. 01.
 - (iii) The Opponent No. 011 i.e. 12 i.e. M/s. M/s. Jaya Enterprises, as the Builder/Developer have entered into various agreements with the purchasers of flats.
- g. The Opponent No. 1 as the developers constructed and completed the buildings known as "Kankai Krupa Co-op. Hsg. Soc. Ltd." and sold to various purchasers and has entered into an Agreement for Sale of flats with the individual purchasers of the flat as required by section 4 of the provisions of Maharashtra Ownership Flats Act, 1963.

- h. As per the Agreement executed by Opponent Nos. 1 with individual flat purchasers, Opponents were under legal obligation to do convey the said suit premises in favor of Applicant Society within a span of four months from the date of formation of said Society as provided under Rule 9 of the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963.
- i. Since the owner / developer failed to convey the land and building within 4 months of registration of society, the Applicant Society is entitled to make the application as provided u/s 11(3) of the said Act.
- j. Opponent No.1 Jaya Enterprises, as per their letter dated 18th July, 2016, have granted their No Objection Certificate to Applicant Society from receiving Certificate of Unilateral Deemed Conveyance from this Hon'ble Authority.
- k. Applicant Society filed Application for deemed conveyance bearing No. 35/2015 was rejected for the reason, Building of the society have not been yet received the Occupation Certificate. But as per circular of Government dated 18.09.2017 applicant society accepted the liabilities regarding acquisition of O.C. by making application to MCGM after receiving the certificate of Deemed Conveyance.
- l. The say of the opponents that the Opp. No. 01 has done cheating with them cannot be considered because this authority has no jurisdiction to decide the same.
- m. It is observed that Opponents filed a Suit against applicant society and Opp. No. 1 in Hon'ble City Civil Court at Mumbai, Dindoshi Branch, there are no restraining Orders in the said Suit either against the Applicant Society and / or this Authority for grant of Unilateral Deemed Conveyance to the Applicant Society to which the Applicant Society is entitled to.
- n. It is observed in the present Application, the builder took the possession of the Suit Premises, got the plans approved, the building was constructed in all respect, sold the flats to different flat purchasers under MOFA, 1963, received the consideration and handed over the possession of the flats before the formation of the society. After the formation of the society, the promoter including the land owner were required to give the Conveyance of land and building within 4 months from the formation of the society. Thus, after the expiry of the statutory period, the Suit Premises along with the building constructed thereon had got vested with the society and is deemed to have been conveyed. Having got the Deemed Conveyance under the provisions of MOFA, 1963, the land owners or the builders cannot deprive the Applicant society's legitimate right, title and interest in the Suit Premises.
- o. Since the promoter has failed to convey the land and building within 4 months of registration of the society, the Applicant is entitled to make the Application as provide under section 11(3) of the Act and this office has the jurisdiction to admit and carry out the trial as per the section 11(4) of the Act and the Rules 12, 13 of the Rules and as per the conferment of power mentioned in Read "3".

Conclusion

- 1) As per above observations, it is seen that the Applicant is entitled to have a certificate issued by this Competent Authority that the Applicant is entitled to have a Unilateral Deemed Conveyance in respect of the Suit Premises under section 11 of the Act.
- 2) Hence, this Competent Authority is pleased to issue a Certificate of entitlement of Unilateral Deemed Conveyance of land bearing part of Old F.P. No. 481-B & New F.P. No. 491 admeasuring 933.70 sq. meters of TPS Scheme III, came to be carved out of the layout forming part of the larger layout New CTS No. 377, 378, 379, 380, 381, 381(1 to 9), 382, 383, 385, 386, 388, 403, 429 & 443 respectively lying and being at village Borivali, Taluka-Borivali, along with the building constructed thereon known as "Kankai Kripa Co-operative Housing Society Limited" in favour of the Applicant and entitled to get the Deed of Conveyance prepared and executed, as deemed Conveyance and get it registered as provided under the Act.
- 3) As per the submissions of the applicant and the documents provided by them before me, I came to the conclusion that the deemed conveyance application needs to be accepted.

Hence, I pass the following order as per Rule 13(5) (c) and grant the certificate as provided under section 11(4) of the Act.

ORDER AND THE CERTIFICATE

In exercise of the powers conferred on me under section 5A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, I, Rajendra Veer, District Deputy Registrar, Co-operative Societies, Mumbai City (4), Competent Authority under section 5A of the Maharashtra Ownership Flats Act, 1963,

1. Certify under section 11(3) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, that the Kankai Co-operative Housing Society Ltd. bearing Registration No. Registration No. BOM/W-R/HSG(TC)/10266/98-99 Dated 4/03/1999 and having its registered address at Kankai Kripa Co-Operative Housing Society Limited, Plot No.315, Chikoowadi, Borivali (West), Mumbai-400092., is entitled and is a fit case to grant Unilateral Conveyance executed as Conveyance in favour of the Applicant Society and have it registered. Thus, Applicant Society is entitled to have Unilateral Conveyance of all that pieces and parcels of land bearing part of Old F.P. No. 481-B & New F.P. No. 491 admeasuring 933.70 sq. meters of TPS Scheme III, came to be carved out of the layout forming part of the larger layout New CTS No. 377, 378, 379, 380, 381, 381(1 to 9), 382, 383, 385, 386, 388, 403, 429 & 443 respectively lying and being at village Borivali, Taluka-Borivali, along with the building constructed is entitled to get the Deed of Unilateral Deemed Conveyance prepared and executed, and get it registered as provided under the Act.
2. I hereby authorize the Applicant society to prepare a Conveyance Deed to be executed as deed of Unilateral Deemed Conveyance of all the right, title and interest of the promoter

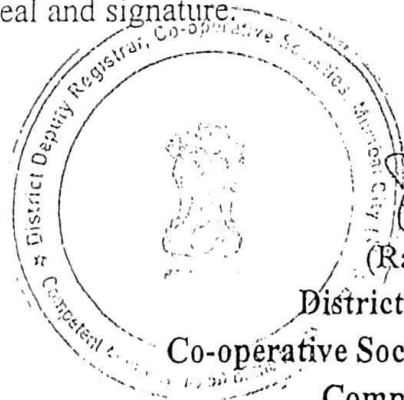
and the owners and/ or their legal heirs/ Assignees/representatives and the executors in respect of plot of land being all that pieces and parcels of land bearing part of Old F.P. No. 481-B & New F.P. No. 491 admeasuring 933.70 sq. meters of TPS Scheme III, came to be carved out of the layout forming part of the larger layout New CTS No. 377, 378, 379, 380, 381, 381(1 to 9), 382, 383, 385, 386, 388, 403, 429 & 443 respectively lying and being at village Borivali, Taluka-Borivali, along with the building constructed known as "Kankai Kripa CHS Ltd" situate at Plot No.315, Chikoowadi, Borivali (West), Mumbai-400092., in favor of it and also as provided under section 11(5) of the Act, direct the sub registrar or the concerned appropriate Registration officer appointed under the Registration Act, 1908(16 of 1908) to register this Certificate issued by me along with the Instrument of Conveyance executed by me as per the power conferred on me and to be submitted to the Sub-Registrar unilaterally by the Applicant as I have been exempted under the Act to appear before the registration Authority, and after complying with the provisions of the law register such Conveyance Deed as Deemed Conveyance.

3. The Applicant is directed to submit the certified copy of Deemed Conveyance, an Unilateral instrument of conveyance as Deemed Conveyance registered by the Sub-Registrar or the Registration officer appointed under Registration Act, 1908 along with certified copy of index II within two months of such registration as required under 9(2) of the Rules.
4. The Sub registrar shall take further action under the prevailing Act.
5. However, this order is issued on the basis of documents and information submitted by the Applicant and in the belief that there are no dispute regarding the title of the said land and subject to the following conditions,
 - i. The information/documents furnished by the Applicant are correct and genuine.
 - ii. No order as to the cost is provided for.

Order under my seal and signature.

Place : Mumbai

Dated : 16/07/18



(Rajendra Veer)

District Deputy Registrar,
Co-operative Societies, Mumbai City (4)

Competent Authority

U/s 5A of the MOFA, 1963

To,

1. Chairman/Secretary
Kankai Kripa Co-op. Hsg. Soc. Ltd.,
Plot No. 315-A, TPS-III, Chikoowadi,
Shimoli, Borivali-(west), Mumbai-400092.
2. M/s Jaya Enterprises
B/10, Borivali Shopping Centre,
Chandavarkar Road, Borivali West,
Mumbai- 92.

3. Mrs. Shantabai Budhaji Bhandari
F.P. no. 401, Chikoowadi, Shimpoli,
Borivali (west), Mumbai-400092.


4. Mrs. Lakshmi Bai Budhaji Bhandari
F.P. no. 491, Chikoowadi, Shimpoli,
Borivali (west), Mumbai-400092.

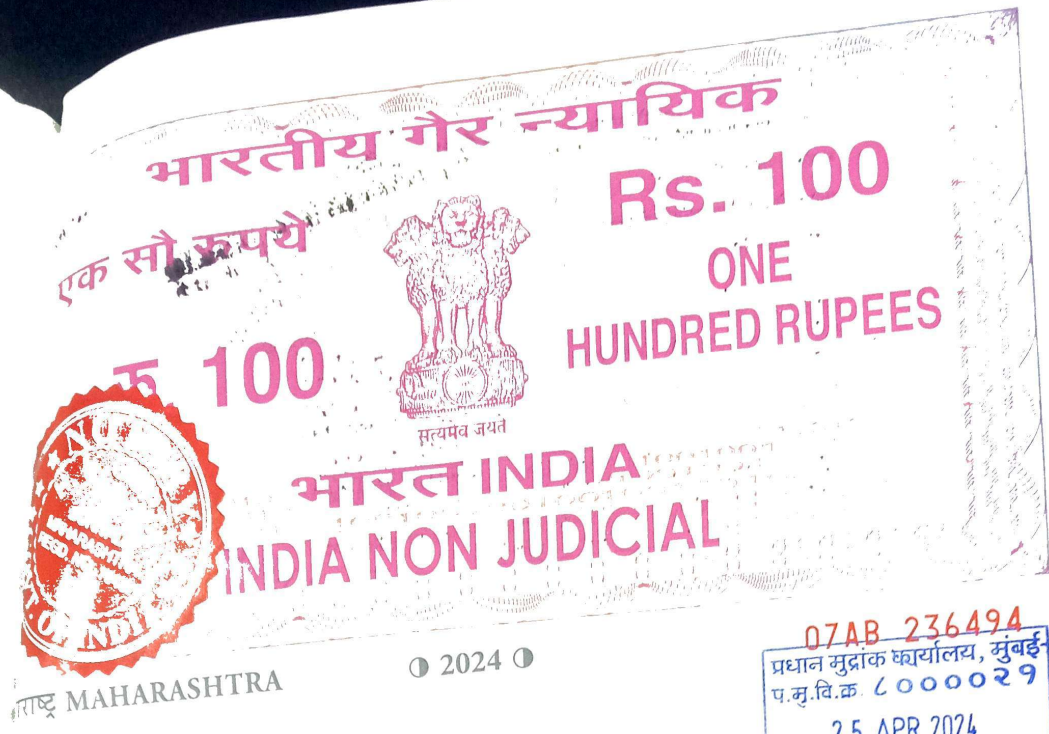
5. Mr. Jaywant Budhaji Bhandari
F.P. no. 491, Chikoowadi, Shimpoli,
Borivali (west), Mumbai-400092.

6. Mrs. Parvati Budhaji Bhandari
F.P. no. 491, Chikoowadi, Shimpoli,
Borivali (west), Mumbai-400092.

7. The Sub-Registrar Office, Borivali Taluka.




District Deputy Registrar,
Co-operative Societies, Mumbai City (4)
Competent Authority
U/s 5A of the MOFA, 1963



07AB 236494
प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००२९
25 APR 2024
सक्षम अधिकारी
श्रीमती लता सांगळे

AFFIDAVIT

We, **PRASHANT SHRIDHAR SALGAONKAR** aged about 56 years S/o of **SHRIDHAR SALGAONKAR** and **TRUPTI PRASHANT SALGAONKAR** aged about 56 years W/o **PRASHANT SHRIDHAR SALGAONKAR**, do hereby solemnly affirm and state on oath as follows:-

- 1) I have 0 number of wards/children who have already availed/applied for education loans in addition to the loan applied now.

Mumbai
Date : 06.05.2024



Advocate
Of Shri
Chandavarkar
Bar...
200 Tak...
AND
19/2

We, **PRASHANT SHRIDHAR SALGAONKAR** aged about 56 years S/o of **SHRIDHAR SALGAONKAR** and **TRUPTI PRASHANT SALGAONAKAR** W/o **PRASHANT SHRIDHAR SALGONKAR** and **SHARVARI PRASHANT SALGAONKAR** aged 22 years, D/o **PRASHANT SHRIDHAR SALGAONKAR** residing at **402, Kankai Kripa CHSL., Chikuwadi, Shimpoli, Borivali (W), Mumbai - 400092, India** do hereby solemnly affirm and state on oath as follows

1. We are citizens of India by birth, and we are residing at the aforesaid address.
2. We submit that, the student got admission for **Masters in Computer Science**.
3. I/We submit that I/We have not taken any loan from any other bank for my studies.
4. I/We submit that if I change the course, I/We will inform the same to the Bank.
5. I/We further submit that I/We will inform the result of each semester.
6. I/We further submit that I/We will produce the course completion certificate.
7. I/We further submit that I/We will produce the details of employment particulars.
8. I/We are swearing to all this affidavit to produce before the concerned authorities, hence the affidavit

What is stated above is true and correct to the best of my knowledge, belief and information.

Identified by me.



(Parent)

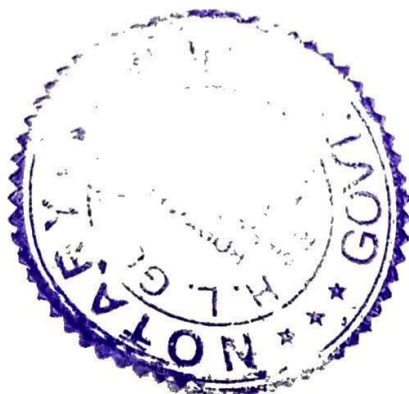
Deponents

S P Salgaonkar
(Student)

Sworn before me

Advocate

Mumbai
Date : 06.05.2024



BEFORE ME

H. L. GUPTA
Advocate
Office Shop
Chandavark
Borivali
Govt. of India
Kankari Tower
Borivali
Mumbai

06.05.2024