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Copy for Respondent

S.A. 73/2016

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IN THE DEBTS RECOVERY TRIBUNAL AT AURANGABAD

SECURITISATION APPLICATION No. 73 of 2016

Shree Osiya Builder

...Applicant

VERSUS

State Bank of India
And others.

...Respondent

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Date :- 22/07/2016.

Applicant

Mr. Ankush S/o Mukesh Gupta
Partner of Shree Osiya Builders

K.B. DESHPANDE
ADVOCATE

A

IN THE DEBTS RECOVERY TRIBUNAL AT AURANGABAD

SECURITISATION APPLICATION No. _____ of 2016

Shree Osiya Builder

.....Applicant

VERSUS

State Bank of India
And others.

...Respondent

SYNOPSIS

Sr. No.	Date	Particular
1.	20/06/2016	The proposed purchaser had published an advertisement in local news paper "Anand Nagari" Jalna Edition on 10-06-2016 thereby inviting objections if any for completion of the sale transaction.
2.	20/06/2016	The sale transaction mentioned in said publication has been objected by the respondent NO.1 bank by giving its reply dated 20-06-2016.
3.	14/07/2014	The present applicant firm is that it has entered into a development agreement on 14-07-2014 with the respondent No.2. By the said development agreement the applicant firm has agreed to develop the properties.
4.	26/04/2016	In pursuance to the said development agreement the owner and builder agreed to retain area of the superstructure in the ratio of 50 : 50. The ascertainment of the flats to be allocated to the share of the owner and the builder i.e the present third party was done by executing a registered deed of rectification.
5.	24/06/2016	The partners of the present third party developer in pursuance to the execution of the development agreement are also given powers by the respondent No.2 to enter into sale transactions in respect of the flats constructed over the said plot properties i.e. CTS No. 4016, 4017 and 2894 Jalna. An irrevocable power of attorney to that effect is duly registered before the sub registrar No.3 at Jalna and is registered with the said authority at day book serial No. 1685 dated 24-06-2016.

B

6.	24/06/2016	The present applicant was shocked and surprised to note from the bank's letter about the charge by way of mortgage being created by the respondent No.2 in favour of the respondent No.1 bank.
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Date :- 22/07/2016.

Applicant

Mr. Ankush S/o Mukesh Gupta
Partner of Shree Osiya Builders

K.B. DESHPANDE
ADVOCATE

IN THE DEBTS RECOVERY TRIBUNAL AT AURANGABAD

SECURITIZATION APPLICATION NO. _____ OF 2016

Shree Osiya Builders
A partnership firm having its office at
Gurudev Residency, Ground Floor,
Opp. John's School, Jalna
Through its partner
Mr. Ankush S/o Mukesh Gupta,
Age: 28 years, Occupation: Business,
Resident of : C/o As Above.

.....APPLICANT

VERSUS

1] State Bank of India,
Kandivali Industrial Estate Branch,
Near Hindustan Naka,
Government Industrial Estate, Plot No. 11/AB,
Kandivali, Mumbai-400 067,
Through Authorised officer.

2] Ketan Shah Industries Limited Liability Partnership,
A LLP firm having its office at,
CTS No. 4088/6, Nath Nagar,
Mantha Road, Jalna -431 203,
Through its Partner
Mr. Ketan Vinodkumar Shah,
Age: 42 Years, Occ.: Business,
Resident of : As Above.

...RESPONDENTS.

**AN APPLICATION UNDER SECTION 17 OF THE SECURITISATION
AND RECONSTRUCTION OF FINANCIAL ASSETS AND
ENFORCEMENT OF SECURITY INTEREST ACT 2002.**

1] **NAME AND ADDRESS OF THE APPLICANT :-**

Shree Osiya Builder A Partnership firm Having its office at Gurudev Residency, Ground Floor, Opp. John's School, Jalna Through its partner Mr. Ankush S/o Mukesh Gupta, Resident of : C/o Gurudev Residency, Ground Floor, Opp. John's School, Jalna.

2] **NAME AND ADDRESS OF THE RESPONDENTS:-**

A] State Bank of India, Kandivali Industrial Estate Branch, Near Hindustan Naka, Government Industrial Estate, Plot No. 11/AB, Kandivali, Mumbai-400 067, Through its Authorised officer.

B] Ketan Shah Industries Limited Liability Partnership, A LLP firm having its office at CTS No. 4088/6, Nath Nagar, Mantha Road, Jalna -431 203, Through its Partner Mr. Ketan Vinodkumar Shah, Resident of : As aforesaid.

3] **JURISDICTION :** The respondent bank has initiated action under section 13 [4] of the Securitization Act allegedly by taking over possession of the alleged security interest created in its favour of the properties i.e.

- i] All that piece or parcel of land bearing CTS No. 4088/6 admeasuring about 450 sq. meters and property No. 1-28/4088/6 situated at Jalna Tq. and Dist. Jalna.
- ii] All that piece or parcel of land bearing CTS No. 4055 admeasuring about 6816.1 sq. meters, Survey No. 261 situated at Jalna Tq. and Dist. Jalna.
- iii] Land and Building and Construction thereon at CTS No. 4016 admeasuring approx. 629.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- iv] Land and Building and Construction thereon at CTS No. 4017 admeasuring approx. 893.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- v] Land and Building and Construction thereon at CTS No. 2894 admeasuring approx. 883.50 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- vi] Plot No. 13 in construction thereon, CTS No. 2862/468 in survey No. 555, Nirmal Nagar, Mantha Road (Chaufuli), Near Green Gold City Project, Off Jalna- Hyderabad, Tq. and dist. Jalna,

The present applicant firm respectfully submits that out of the aforesaid properties stated from serial No. [i] to [vi] it is having right, title and interest in and over the properties stated at serial No. [iii], [iv] and [v] stated above. The applicant firm is restricting the scope of the present S.A. limited to the extent of the said three properties only i.e. the said three properties stated at serial No. [iii], [iv] and [v] above. [Hereinafter referred to as the "said properties"]. The said properties are situated within the territorial jurisdiction of this Honourable Tribunal, as such this Hon'ble Tribunal has got every jurisdiction to try entertain and decide the present application.

4] **LIMITATION :-** The present applicant / third party has got the knowledge on 24-06-2016 that the respondent bank has taken possession of the said properties under section 13 [4] of the Securitization Act after getting copy of the reply notice dated 20-06-2016 addressed by the respondent No.1 bank to Advocate Sitaram M. Dhanawat. It is respectfully submitted that the present applicant firm has entered into a contract with the respondent No.2 for developing the said properties by way of carrying out construction over the said properties in the nature of shops, flats for residential purposes. One of the proposed purchaser had agreed to purchase one flat from the present applicant. The said proposed purchaser had published an advertisement in local news paper " Anand Nagari " Jalna Edition on 10-06-2016 thereby inviting objections if any for completion of the sale transaction. A copy of the said newspaper publication alongwith translation thereof is enclosed herewith for the kind perusal of this Honourable Tribunal and marked as Annexure " A ". The sale transaction mentioned in said publication has been objected by the respondent NO.1 bank by giving its reply dated 20-06-2016. A copy of the said letter issued / objection raised by the respondent bank is enclosed herewith for the kind perusal of this Honourable Tribunal and marked as Annexure " B ". The said reply was further forwarded by the said prospective purchaser to the present applicant as such the present applicant on 24-06-2016 for the first time got knowledge about the action / measures initiated by the respondent bank in respect of the said properties. The applicant submits that from the date of knowledge of the said action under section 13 [4] of the SARFAESI Act the present application is moved within Limitation period of 45 days. Further the applicant submits that no notice of possession has been served upon the present applicant by the respondent bank.

5] **FACTS OF THE CASE AND GROUNDS OF APPLICATION:-**

i] The present applicant is a third party and is not concerned with the loan account of the respondent No.2 with the respondent No.1 bank. The present applicant is neither the borrower nor a guarantor nor a mortgagor of the said property.

ii] It is the brief case of the present applicant firm is that it has entered into a development agreement on 14-07-2014 with the respondent No.2. By the said development agreement the applicant firm has agreed to develop the said properties i.e.

- a] Plot Property bearing CTS No. 4016 admeasuring approx. 893.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- b] Plot bearing CTS No. 4017 admeasuring approx. 810.00 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- c] Plot bearing CTS No. 2894 admeasuring approx. 883.50 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.

The said development agreement is duly registered with the office of sub registrar at Jalna-3 on 14-07-2014. A copy of the said development agreement is enclosed herewith for the kind perusal of this Honourable Tribunal and marked as Annexure " C ".

iii] It is respectfully submitted that at the time of entering into the development agreement the present applicant firm also had obtained search report in respect of the said properties from advocate. After entering into development agreement the present third party applicant has carried out construction of a huge building comprising of 47 number of residential flats over the said properties. It would not be out of place to mention here that the necessary permissions for commencement of the construction are duly obtained by the present third party and the plans of the construction are duly sanctioned by the competent authorities.

iv] In pursuance to the said development agreement the owner and builder agreed to retain area of the superstructure in the ratio of 50 : 50. The ascertainment of the flats to be allocated to the share of the owner and the builder i.e

the present third party was done by executing a registered deed of rectification. The said deed of rectification is duly enclosed herewith for the kind perusal of this Honourable Tribunal and marked as Annexure " D ".

a] According to the said deed of rectification the flats allotted to the share of the present third party developer are bearing flat No. 4 [3 BHK], 5, 6, 7, 105, 106, 107, 205, 206, 207, 304 [3 BHK], 305, 306, 307, 404 [3 BHK], 405, 406, 407, 408 [3 BHK], 505, 506, 507 and 508 [3 BHK] situated at the building known as Krishna Residency, C.T.S. No. 4016,4017 and 2894 at Jalna. Barring the said flats specifically stated to be of 3 BHK the rest of the flats are of 2 BHK.

b] So also according to the said deed of rectification the flats allotted to the share of the owner i.e. the respondent No.2, are bearing flat No. 1, 2, 3, 101, 102, 103, 104 [3 BHK], 108 [3 BHK], 201, 202, 203, 204 [3 BHK], 208 [3 BHK], 301, 302, 303, 304 [3 BHK], 308 [3 BHK], 401, 402, 403, 501, 502, 503, 504 [3 BHK] situated at the building known as Krishna Residency, C.T.S. No. 4016,4017 and 2894 at Jalna. Barring the said flats specifically stated to be of 3 BHK the rest of the flats are of 2 BHK.

The further details of all the flats e.g. area, floors etc. are all given in detail in the deed of rectification read with the development agreement stated herein above.

v] The partners of the present third party developer in pursuance to the execution of the development agreement are also given powers by the respondent No.2 to enter into sale transactions in respect of the flats constructed over the said plot properties i.e. CTS No. 4016, 4017 and 2894 Jalna. An irrevocable power of attorney to that effect is duly registered before the sub registrar No.3 at Jalna and is registered with the said authority at day book serial No. 1685 dated 24-06-2016. A copy of the registered irrevocable power of attorney executed by the respondent No.2 in favour of the present third party developer is enclosed herewith for the kind perusal of this Honourable Tribunal and marked as Annexure " E "

vi] It would not be out of place to mention here that on the basis of the power entrusted upon the present third party developer firm has executed sale deeds in respect of some the newly constructed flat properties in favour of third party flat purchasers. The said third party flat purchasers are occupying the said flats.

vii] The respondent No.2 has kept the present developer firm and its partners in dark about the loan transaction entered into between the respondent No.2 and the respondent No.1 bank. The present applicant / third party has got the knowledge on 24-06-2016 that the respondent bank has taken possession of the said properties under section 13 [4] of the Securitization Act after getting copy of the reply notice dated 20-06-2016 addressed by the respondent No.1 bank to Advocate Sitaram M. Dhanawat. It is respectfully submitted that one of the proposed purchaser had agreed to purchase one flat from the present applicant. The said proposed purchaser had published an advertisement in local news paper " Anand Nagari " Jalna Edition on 10-06-2016 thereby inviting objections if any for completion of the sale transaction. The sale transaction mentioned in said publication has been objected by the respondent NO.1 bank by giving its reply dated 20-06-2016. The said reply was further forwarded by the said prospective purchaser to the present applicant as such the present applicant on 24-06-2016 for the first time got knowledge about the action / measures initiated by the respondent bank in respect of the said properties.

viii] In view of the fact that the construction is carried out by the present applicant over the said plot properties there is a value addition to the said plots. As on date as per the prevailing government valuation the said plots alongwith the construction of the flats is taken into consideration values at about 4000 Rs. Per Sq. Meters meaning thereby the collective valuation of the said properties even as per the Government Valuation would come to about Rs. 4 Crores/-.

ix] Taking into consideration the value addition done by the present third party applicant to the said plots and taking into consideration the recovery action initiated by the respondent No.1 bank against the said properties the present applicant respectfully submits that the flats allotted to the share of the present applicant firm which are taken in symbolic possession by the Authorised Officer of the respondent No.1 bank under the SARFAESI Act may kindly be released.

The present applicant firm intends to continue the remaining construction for timely completion of the project. The applicant firm apprehends that in case the project is not completed as per schedule the present third party applicant will have to unnecessarily face further legal consequences in the nature of consumer cases, suits for damages, etc. which will spoil the goodwill and reputation of the applicant firm.

x] The applicant firm further respectfully submits that even if the said flats allotted to the share of the applicant firm are released the same will not be detrimental to the interest of the bank because the a] the bank has already got adequate security in its hands by way of mortgage of the properties stated at serial No. [i] [ii] and [vi] in para No. 3 herein above. So also the flats allotted to the share of the owners as stated in para No. iv [b] above and b] there is value addition done in multiples done to the valuation of the said plots taken for development. At the time when the said plots No. C.T.S. No. 4016, 4017 and 2894 were given as security by way of mortgage if the valuation was [X] today it has become [4 X] taking into consideration the new building constructed over it.

xi] In the backdrop of the aforesaid circumstances it is further submitted that even if the measures under the SARFAESI Act are continued against the flats allotted to the share of the owner i.e. respondent No.2 the present applicant does not have any objection for the same. However it is brought to the notice of this Honourable Tribunal that out of the said flats allotted to the share of the owner / respondent No.2 it has further transferred some of the flats in favour of third parties by executing registered sale deeds. The present applicant has knowledge about execution of one such sale deed i.e. registered sale deed pertaining to flat No. 203 Second Floor, bearing day book serial No. 1968 dated 11-05-2016 executed and registered before sub registrar No. 3 Jalna.

xii] The present applicant is unnecessarily been dragged in the proceedings initiated by the respondent No.1 under the SARFAESI Act which has created hurdles in the continuation and completion of the construction activities. In order to resolve the issues immediately urgent decisions and time action on behalf of the respondent No.1 bank is also expected. The applicant hereby would like to fairly place its proposal before this Honourable Tribunal as well as before the

respondents for working out an immediate solution in the given set of circumstances. The applicant would like to suggest that a fair price of each of the flats allotted to the share of the respondent No.2 can be worked out, otherwise also the respondent No.1 by this time was under obligation to get the valuation done of the said properties. If appropriate price is arrived at by the respondent bank taking into consideration the cost of construction being incurred by the applicant firm, the applicant firm may take immediate steps to purchase the said flats directly from the authorized officer of the respondent No.1 with the consent of the respondent No.2 as per the provisions of Rule 8 [6] of the Security Interest [Enforcement] Rules. The respondents No. 1 and 2 may kindly be directed to file their immediately Say in this regard also.

xii] It would not be out of place to mention here that in the revenue records in respect of the said properties C.T.S No. 4016, 4017 and 2894 no where disclosed the charge of the respondent No.1 over it. The said properties are as on date stands amalgamated and now the P.R card of CTS No. 2894 only is kept open A copy of latest P.R. Card of each of the said C.T.S. numbers as well as the latest P.R card of CTS No. 2894 are enclosed herewith for the kind perusal of this Honourable Tribunal and marked as Annexure "F", " F-1", and "F-2" alongwith amalgamation map respectively.

xiii] On 24-06-2016 the present applicant was shocked and surprised to note from the bank's letter about the charge by way of mortgage being created by the respondent No.2 in favour of the respondent No.1 bank. The present applicant is challenging the very measures initiated by the respondent No.1 of allegedly taking possession of the said properties, alleged to have been initiated under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and the rules there under. The applicant respectfully submits that the respondent No.1 and its alleged authorized officer have committed irregularities by allegedly taking the possession of the said properties even.

xiv] It is respectfully submitted that, the very action of taking possession is bad in law. The measures taken by the respondent No.1 which is/are under challenge i.e. the action of taking possession of the said flat property, are *per se* illegal and without any right or authority. Under the circumstances the applicant respectfully

submit that such a practice adopted by the authorized officer initiating action without getting itself satisfied about the ground realities amounts to illegalities. If at all the authorized officer might have visited on site he would have certainly come across to see a huge construction standing upon the said properties. The construction over the said properties is being done since past two and half years. It cannot be believed that the respondent bank is not aware about the construction being done at site. Suffice is to state here that the measures are initiated in the chamber of the bank officers without paying visit to the site. Secondly the possession notice ought to have been served on the present applicant firm because the possession under the development agreement was handed over by the respondent No.2 to the present applicant. If the possession under the SARFAESI Act is to be taken by the respondent No.1 it could take it from the present applicant only. No notice of possession was ever given and / or served upon the present applicant. The respondent No.1 has proceeded ahead to sheer misuse the powers given to it under the Securitisation Act. The said action of the respondent No.1 and its officers has resulted in stress and pressure on the applicant and its partners. It would not be out of place to mention here that the present applicant has sustained monetary loss as there is delay in completion of project and the prospective purchasers have turned back so also the applicant is saddled by court fees, advocates fees etc. which are required to initiate present application.

The irregularities committed by the respondent No.1 at the time of alleged possession action which could be gathered from the perusal of the following grounds:-

i] No possession notice is affixed at site nor the same is delivered to the present applicant. It is respectfully submitted that the present applicant was and is in actual possession of the said properties since the date of execution of the development agreement by the respondent No.1. The alleged action of taking over possession of the said property at the hands of the alleged Authorised Officer of the respondent No.1 is nothing but an action of taking over possession on papers only. The said action of taking over possession was never proclaimed at site.

ii] If at all the possession of the said properties could have been taken by the respondent No.1 it ought to have and could have taken the same from the present applicant only and not from any other third person. The respondent No.1 nowhere has stated from whom it has taken the possession of the said properties. In the absence of the said factual details the alleged action of taking over possession of the said properties itself is bad in law and is conducted unfairly.

iii] No notice of possession is served upon the present applicant.

The applicant craves leave and liberty of this Honourable Tribunal to add, alter, amend any of the contents of this application if need to do so arises, with the leave of this Honourable Tribunal.

Under the circumstances it would be in the fitness of the things and in the interest of justice to hold the action initiated by the respondent No.1 through its alleged authorised officer, of taking over possession of the said properties :

- i] Land and Building / Construction thereon at CTS No. 4016 admeasuring approx. 629.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- ii] Land and Building / Construction thereon at CTS No. 4017 admeasuring approx. 893.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- iii] Land and Building /Construction thereon at CTS No. 2894 admeasuring approx. 883.50 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.

alleged to be under section 13 [2] of the SARFAESI Act, is illegal; and the said actions may kindly be quashed and set aside, and release its possession thereof in favour of the present applicant.

6] RELIEFS SOUGHT :-

- a] The present application be allowed and
- b] It be held that the action initiated by the respondent No.1 through its alleged authorised officer, of taking over possession of the said properties i.e.

- i] Land and Building / Construction thereon at CTS No. 4016 admeasuring approx. 629.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- ii] Land and Building / Construction thereon at CTS No. 4017 admeasuring approx. 893.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- iii] Land and Building /Construction thereon at CTS No. 2894 admeasuring approx. 883.50 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.

c] The respondent No.1 bank and its authorized officer be directed to release its possession over the following flat properties which are allotted to the share of the present applicant firm :-

a] Flat No. 4 [3 BHK], 5, 6, 7, 105, 106, 107, 205, 206, 207, 304 [3 BHK], 305, 306, 307, 404 [3 BHK] , 405, 406, 407, 408 [3 BHK], 505, 506, 507, 508 [3 BHK] situated at the building known as Krishna Residency, C.T.S. No. 4016,4017 and 2894 at Jalna.

d] Pending hearing and final disposal of this application the respondent No.1 may kindly be restrained by an order of injunction, from alienating or creating any third party right, title or interest in and over the said flat properties stated in para [c] above, in favour of any third party and

e] Any other suitable or equitable relief may kindly be granted in favour of the present applicant for which he is found fit under the circumstances and oblige.

7] INTERIM RELIEFS PRAYED FOR:-

A] pending hearing and final disposal of this application the respondent No.1 may kindly be restrained by an order of injunction, from alienating or creating any third party right, title or interest in and over the following mentioned properties, in favour of any third party

a] Flat No. 4 [3 BHK], 5, 6, 7, 105, 106, 107, 205, 206, 207, 304 [3 BHK], 305, 306, 307, 404 [3 BHK] , 405, 406, 407, 408 [3 BHK], 505, 506, 507, 508 [3 BHK] situated at the building known as Krishna Residency, C.T.S. No. 4016,4017 and 2894 at Jalna.

B] Any other suitable or equitable interim relief may kindly be granted in favour of the present applicant for which he it found fit and entitled for under the circumstances of the case and oblige.

8] **MATTER NOT PENDING WITH ANY OTHER COURT :** The applicant respectfully submits that as per the knowledge of the applicant firm no matter pertaining to the cause of action of which this application has been made is pending before any other court of law or any other authority or any other bench or Tribunal.

9] PARTICULARS OF BANK DRAFT IN RESPECT OF COURT FEES:-

Demand Draft No. _____ dated ___-07-2016 for an amount of Rs. _____/- Drawn In Favour of "REGISTRAR D.R.T., AURANGABAD" payable at Aurangabad. The applicant is neither a borrower not a guarantor as such being third party the fees is computed accordingly.

- 10] **DETAILS OF INDEX :-** A detail index of the documents is enclosed herewith.
- 11] **LIST OF ENCLOSURES :-** A list of documents is enclosed herewith.
- 12] No notice of caveat is received by the applicant.
- 13] The applicants undertake to supply translation of Marathi Documents to English.
- 14] The applicants undertake to supply duly addressed full size envelopes and copies of SA and documents for all the respondents.

Date : 22-07-2016
Submitted by

Applicant

Shree Osiya Builders
Through its Partner
Mr. Ankush S/o Mukesh Gupta

K.B. DESHPANDE
Advocate.

VERIFICATION

I, Mr. Ankush S/o Mukesh Gupta, Age : 28 years, Occ : Business partner of Shree Osiya Builder, Resident of : C/o Gaurav Residency, Ground Floor, Opp. Saint Johns School, Jalna, do hereby state on oath that the contents of this application are true and correct to the best of my knowledge and belief, hence verified on this 22nd day of July 2016 at Aurangabad.

Deponent/ Applicant

Explained and
Identified by

Shree Osiya Builders
Through its Partner
Mr. Ankush S/o Mukesh Gupta

K. B. DESHPANDE
Advocate

IN THE DEBTS RECOVERY TRIBUNAL AT AURANGABAD

SECURITISATION APPLICATION No. _____ of 2016

Shree Osiya Builder

.....Applicant

VERSUS

State Bank of India
And others.

...Respondent

AN AFFIDAVIT IN SUPPORT OF APPLICATION U/S. 17

I, Mr. Ankush S/o Mukesh Gupta, Age : 28 years, Occ : Business partner of Shree Osiya Builder, Resident of : C/o Gaurav Residency, Ground Floor, Opp. Johns School, Jalna, do hereby state on oath as under :-

1] I say, this application is preferred by applicants against the action of taking over possession of the alleged security interest created in its favour of properties of the applicants, at the hands of the alleged authorised officer of the respondent bank under the Securitization Act.

2] I say, in view of the aforesaid grounds of application, interim application and the documents placed on record, the present application deserves to be allowed.

3] I say that I repeat, reiterate and confirm whatsoever has been stated in the application. In the circumstances and for the reasons stated in the application I say and submit that the interim reliefs prayed for be granted to this application. I say that the applicant has got every chance of success in the application.

4] I say and submit that grave and irreparable harm and, loss and injury shall be caused to the applicant if the reliefs prayed for in the above interim application are not granted and the same cannot be compensated in terms of money. Under the circumstances I say and submit that in the interest of justice, equity and conscience the above application be made absolute with costs.

Hence, this affidavit.

Date : 22/07/2016

Submitted by:

Applicant

Mr. Ankush S/o Mukesh Gupta
Partner of Shree Osiya Builders

K.B. Deshpande
Advocate.

VERIFICATION

I, Mr. Ankush S/o Mukesh Gupta, Age : 28 years, Occ : Business partner of Shree Osiya Builder, Resident of : Gaurav Residency, Ground Floor, Opp. Johns School, Jalna, do hereby state on oath that the contents of this application are true and correct to the best of my knowledge and belief. Hence, verified on this 22nd day of July 2016 at Aurangabad.

Explained and
Identified by:

Deponent

Mr. Ankush S/o Mukesh Gupta
Partner of Shree Osiya Builders

Sanjay A. Nandure
Advocate.

IN THE DEBTS RECOVERY TRIBUNAL AT AURANGABAD

INTERIM APPLICATION NO. _____ OF 2016

IN

SECURITIZATION APPLICATION NO. _____ OF 2016

Shree Osiya Builders
A partnership firm having its office at
Gurudev Residency, Ground Floor,
Opp. John's School, Jalna
Through its partner
Mr. Ankush S/o Mukesh Gupta,
Age: 28 years, Occupation: Business,
Resident of : C/o As Above.

.....APPLICANT

VERSUS

1] State Bank of India,
Kandivali Industrial Estate Branch,
Near Hindustan Naka,
Government Industrial Estate, Plot No. 11/AB,
Kandivali, Mumbai-400 067,
Through Authorised officer.

2] Ketan Shah Industries Limited Liability Partnership,
A LLP firm having its office at,
CTS No. 4088/6, Nath Nagar,
Mantha Road, Jalna -431 203,
Through its Partner
Mr. Ketan Vinodkumar Shah,
Age: 42 Years, Occ.: Business,
Resident of : As Above.

...RESPONDENTS.

AN APPLICATION REQUESTING FOR INTERIM RELIEFS

1] NAME AND ADDRESS OF THE APPLICANT :-

Shree Osiya Builder A Partnership firm Having its office at Gurudev Residency,
Ground Floor, Opp. John's School, Jalna Through its partner Mr. Ankush S/o
Mukesh Gupta, Resident of : C/o Gurudev Residency, Ground Floor, Opp. John's
School, Jalna.

2] **NAME AND ADDRESS OF THE RESPONDENTS:-**

A] State Bank of India, Kandivali Industrial Estate Branch, Near Hindustan Naka, Government Industrial Estate, Plot No. 11/AB, Kandivali, Mumbai-400 067, Through its Authorised officer.

B] Ketan Shah Industries Limited Liability Partnership, A LLP firm having its office at CTS No. 4088/6, Nath Nagar, Mantha Road, Jalna -431 203, Through its Partner Mr. Ketan Vinodkumar Shah, Resident of : As aforesaid.

3] **JURISDICTION :** The respondent bank has initiated action under section 13 [4] of the Securitization Act allegedly by taking over possession of the alleged security interest created in its favour of the properties i.e.

- i] All that piece or parcel of land bearing CTS No. 4088/6 admeasuring about 450 sq. meters and property No. 1-28/4088/6 situated at Jalna Tq. and Dist. Jalna.
- ii] All that piece or parcel of land bearing CTS No. 4055 admeasuring about 6816.1 sq. meters, Survey No. 261 situated at Jalna Tq. and Dist. Jalna.
- iii] Land and Building and Construction thereon at CTS No. 4016 admeasuring approx. 629.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- iv] Land and Building and Construction thereon at CTS No. 4017 admeasuring approx. 893.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- v] Land and Building and Construction thereon at CTS No. 2894 admeasuring approx. 883.50 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- vi] Plot No. 13 in construction thereon, CTS No. 2862/468 in survey No. 555, Nirmal Nagar, Mantha Road (Chaufuli), Near Green Gold City Project, Off Jalna- Hyderabad, Tq. and dist. Jalna,

The present applicant firm respectfully submits that out of the aforesaid properties stated from serial No. [i] to [vi] it is having right, title and interest in and over the properties stated at serial No. [iii], [iv] and [v] stated above. The applicant firm is restricting the scope of the present S.A. limited to the extent of the said three properties only i.e. the said three properties stated at serial No. [iii], [iv] and [v] above. [Hereinafter referred to as the "said properties"]. The said properties are situated within the territorial jurisdiction of this Honourable Tribunal, as such this Hon'ble Tribunal has got every jurisdiction to try entertain and decide the present application.

4] **LIMITATION :-** This being an interim application there is no prescribed period of Limitation for moving such application. It is respectfully submitted that the present applicant firm has entered into a contract with the respondent No.2 for developing the said properties by way of carrying out construction over the said properties in the nature of shops, flats for residential purposes. One of the proposed purchaser had agreed to purchase one flat from the present applicant. The said proposed purchaser had published an advertisement in local newspaper "Anand Nagari" Jalna Edition on 10-06-2016 thereby inviting objections if any for completion of the sale transaction. A copy of the said newspaper publication alongwith translation thereof is filed on record for the kind perusal of this Honourable Tribunal. The sale transaction mentioned in said publication has been objected by the respondent NO.1 bank by giving its reply dated 20-06-2016. A copy of the said letter issued / objection raised by the respondent bank is filed on record for the kind perusal of this Honourable Tribunal. The said reply was further forwarded by the said prospective purchaser to the present applicant as such the present applicant on 24-06-2016 for the first time got knowledge about the action / measures initiated by the respondent bank in respect of the said properties. The applicant submits that from the date of knowledge of the said action under section 13 [4] of the SARFAESI Act the present application is moved within Limitation period of 45 days. Further the applicant submits that no notice of possession has been served upon the present applicant by the respondent bank.

5] **FACTS OF THE CASE AND GROUNDS OF APPLICATION:-**

i] The present applicant is a third party and is not concerned with the loan account of the respondent No.2 with the respondent No.1 bank. The present applicant is neither the borrower nor a guarantor nor a mortgagor of the said property.

ii] It is the brief case of the present applicant firm is that it has entered into a development agreement on 14-07-2014 with the respondent No.2. By the said development agreement the applicant firm has agreed to develop the said properties i.e.

a] Plot Property bearing CTS No. 4016 admeasuring approx. 893.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.

- b] Plot bearing CTS No. 4017 admeasuring approx. 810.00 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- c] Plot bearing CTS No. 2894 admeasuring approx. 883.50 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.

The said development agreement is duly registered with the office of sub registrar at Jalna-3 on 14-07-2014. A copy of the said development agreement is filed on record for the kind perusal of this Honourable Tribunal.

iii] It is respectfully submitted that at the time of entering into the development agreement the present applicant firm also had obtained search report in respect of the said properties from advocate. After entering into development agreement the present third party applicant has carried out construction of a huge building comprising of 47 number of residential flats over the said properties. It would not be out of place to mention here that the necessary permissions for commencement of the construction are duly obtained by the present third party and the plans of the construction are duly sanctioned by the competent authorities.

iv] In pursuance to the said development agreement the owner and builder agreed to retain area of the superstructure in the ratio of 50 : 50. The ascertainment of the flats to be allocated to the share of the owner and the builder i.e. the present third party was done by executing a registered deed of rectification. The said deed of rectification is duly is filed on record for the kind perusal of this Honourable Tribunal.

a] According to the said deed of rectification the flats allotted to the share of the present third party developer are bearing flat No. 4 [3 BHK], 5, 6, 7, 105, 106, 107, 205, 206, 207, 304 [3 BHK], 305, 306, 307, 404 [3 BHK], 405, 406, 407, 408 [3 BHK], 505, 506, 507 and 508 [3 BHK] situated at the building known as Krishna Residency, C.T.S. No. 4016,4017 and 2894 at Jalna. Barring the said flats specifically stated to be of 3 BHK the rest of the flats are of 2 BHK.

b] So also according to the said deed of rectification the flats allotted to the share of the owner i.e. the respondent No.2, are bearing flat No. 1, 2, 3, 101, 102, 103, 104 [3 BHK], 108 [3 BHK], 201, 202, 203, 204 [3 BHK], 208 [3 BHK], 301, 302, 303, 304 [3 BHK], 308 [3 BHK], 401, 402, 403, 501, 502, 503, 504 [3 BHK] situated at the building known as Krishna Residency, C.T.S. No. 4016,4017 and 2894 at Jalna. Barring the said flats specifically stated to be of 3 BHK the rest of the flats are of 2 BHK.

The further details of all the flats e.g. area, floors etc. are all given in detail in the deed of rectification read with the development agreement stated herein above.

v] The partners of the present third party developer in pursuance to the execution of the development agreement are also given powers by the respondent No.2 to enter into sale transactions in respect of the flats constructed over the said plot properties i.e. CTS No. 4016, 4017 and 2894 Jalna. An irrevocable power of attorney to that effect is duly registered before the sub registrar No.3 at Jalna and is registered with the said authority at day book serial No. 1685 dated 24-06-2016. A copy of the registered irrevocable power of attorney executed by the respondent No.2 in favour of the present third party developer is filed on record for the kind perusal of this Honourable Tribunal.

vi] It would not be out of place to mention here that on the basis of the power entrusted upon the present third party developer firm has executed sale deeds in respect of some the newly constructed flat properties in favour of third party flat purchasers. The said third party flat purchasers are occupying the said flats.

vii] The respondent No.2 has kept the present developer firm and its partners in dark about the loan transaction entered into between the respondent No.2 and the respondent No.1 bank. The present applicant / third party has got the knowledge on 24-06-2016 that the respondent bank has taken possession of the said properties under section 13 [4] of the Securitization Act after getting copy of the reply notice dated 20-06-2016 addressed by the respondent No.1 bank to Advocate Sitaram M. Dhanawat. It is respectfully submitted that one of the proposed purchaser had agreed to purchase one flat from the present applicant. The said proposed purchaser had published an advertisement in local newspaper " Anand Nagari "

Jalna Edition on 10-06-2016 thereby inviting objections if any for completion of the sale transaction. The sale transaction mentioned in said publication has been objected by the respondent NO.1 bank by giving its reply dated 20-06-2016. The said reply was further forwarded by the said prospective purchaser to the present applicant as such the present applicant on 24-06-2016 for the first time got knowledge about the action / measures initiated by the respondent bank in respect of the said properties.

viii] In view of the fact that the construction is carried out by the present applicant over the said plot properties there is a value addition to the said plots. As on date as per the prevailing government valuation the said plots alongwith the construction of the flats is taken into consideration values at about 4000 Rs. Per Sq. Meters meaning thereby the collective valuation of the said properties even as per the Government Valuation would come to about Rs. 4 Crores/-.

ix] Taking into consideration the value addition done by the present third party applicant to the said plots and taking into consideration the recovery action initiated by the respondent No.1 bank against the said properties the present applicant respectfully submits that the flats allotted to the share of the present applicant firm which are taken in symbolic possession by the Authorised Officer of the respondent No.1 bank under the SARFAESI Act may kindly be released. The present applicant firm intends to continue the remaining construction for timely completion of the project. The applicant firm apprehends that in case the project is not completed as per schedule the present third party applicant will have to unnecessarily face further legal consequences in the nature of consumer cases, suits for damages, etc. which will spoil the goodwill and reputation of the applicant firm.

x] The applicant firm further respectfully submits that even if the said flats allotted to the share of the applicant firm are released the same will not be detrimental to the interest of the bank because the a] the bank has already got adequate security in its hands by way of mortgage of the properties stated at serial No. [i] [ii] and [vi] in para No. 3 herein above. So also the flats allotted to the share of the owners as stated in para No. iv [b] above and

b] there is value addition done in multiples done to the valuation of the said plots taken for development. At the time when the said plots No. C.T.S. No. 4016, 4017 and 2894 were given as security by way of mortgage if the valuation was [X] today it has become [4 X] taking into consideration the new building constructed over it.

xi] In the backdrop of the aforesaid circumstances it is further submitted that even if the measures under the SARFAESI Act are continued against the flats allotted to the share of the owner i.e. respondent No.2 the present applicant does not have any objection for the same. However it is brought to the notice of this Honourable Tribunal that out of the said flats allotted to the share of the owner / respondent No.2 it has further transferred some of the flats in favour of third parties by executing registered sale deeds. The present applicant has knowledge about execution of one such sale deed i.e. registered sale deed pertaining to flat No. 203 Second Floor, bearing day book serial No. 1968 dated 11-05-2016 executed and registered before sub registrar No. 3 Jalna.

xii] The present applicant is unnecessarily been dragged in the proceedings initiated by the respondent No.1 under the SARFAESI Act which has created hurdles in the continuation and completion of the construction activities. In order to resolve the issues immediately urgent decisions and time action on behalf of the respondent No.1 bank is also expected. The applicant hereby would like to fairly place its proposal before this Honourable Tribunal as well as before the respondents for working out an immediate solution in the given set of circumstances. The applicant would like to suggest that a fair price of each of the flats allotted to the share of the respondent No.2 can be worked out, otherwise also the respondent No.1 by this time was under obligation to get the valuation done of the said properties. If appropriate price is arrived at by the respondent bank taking into consideration the cost of construction being incurred by the applicant firm, the applicant firm may take immediate steps to purchase the said flats directly from the authorized officer of the respondent No.1 with the consent of the respondent No.2 as per the provisions of Rule 8 [6] of the Security Interest [Enforcement] Rules. The respondents No. 1 and 2 may kindly be directed to file their immediately Say in this regard also.

xii] It would not be out of place to mention here that in the revenue records in respect of the said properties C.T.S No. 4016, 4017 and 2894 no where disclosed the charge of the respondent No.1 over it. The said properties are as on date stands amalgamated and now the P.R card of CTS No. 2894 only is kept open A copy of latest P.R. Card of each of the said C.T.S. numbers as well as the latest P.R card of CTS No. 2894 alongwith amalgamation map are filed on record for the kind perusal of this Honourable Tribunal.

xiii] On 24-06-2016 the present applicant was shocked and surprised to note from the bank's letter about the charge by way of mortgage being created by the respondent No.2 in favour of the respondent No.1 bank. The present applicant is challenging the very measures initiated by the respondent No.1 of allegedly taking possession of the said properties, alleged to have been initiated under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and the rules there under. The applicant respectfully submits that the respondent No.1 and its alleged authorized officer have committed irregularities by allegedly taking the possession of the said properties even.

xiv] It is respectfully submitted that, the very action of taking possession is bad in law. The measures taken by the respondent No.1 which is/are under challenge i.e. the action of taking possession of the said flat property, are *per se* illegal and without any right or authority. Under the circumstances the applicant respectfully submit that such a practice adopted by the authorized officer initiating action without getting itself satisfied about the ground realities amounts to illegalities. If at all the authorized officer might have visited on site he would have certainly come across to see a huge construction standing upon the said properties. The construction over the said properties is being done since past two and half years. It cannot be believed that the respondent bank is not aware about the construction being done at site. Suffice is to state here that the measures are initiated in the chamber of the bank officers without paying visit to the site. Secondly the possession notice ought to have been served on the present applicant firm because the possession under the development agreement was handed over by the respondent No.2 to the present applicant. If the possession under the SARFAESI Act is to be taken by the respondent No.1 it could take it from the present

xii] It would not be out of place to mention here that in the revenue records in respect of the said properties C.T.S No. 4016, 4017 and 2894 no where disclosed the charge of the respondent No.1 over it. The said properties are as on date stands amalgamated and now the P.R card of CTS No. 2894 only is kept open A copy of latest P.R. Card of each of the said C.T.S. numbers as well as the latest P.R card of CTS No. 2894 alongwith amalgamation map are filed on record for the kind perusal of this Honourable Tribunal.

xiii] On 24-06-2016 the present applicant was shocked and surprised to note from the bank's letter about the charge by way of mortgage being created by the respondent No.2 in favour of the respondent No.1 bank. The present applicant is challenging the very measures initiated by the respondent No.1 of allegedly taking possession of the said properties, alleged to have been initiated under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and the rules there under. The applicant respectfully submits that the respondent No.1 and its alleged authorized officer have committed irregularities by allegedly taking the possession of the said properties even.

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applicant only. No notice of possession was ever given and / or served upon the present applicant. The respondent No.1 has proceeded ahead to sheer misuse the powers given to it under the Securitisation Act. The said action of the respondent No.1 and its officers has resulted in stress and pressure on the applicant and its partners. It would not be out of place to mention here that the present applicant has sustained monetary loss as there is delay in completion of project and the prospective purchasers have turned back so also the applicant is saddled by court fees, advocates fees etc. which are required to initiate present application.

The irregularities committed by the respondent No.1 at the time of alleged possession action which could be gathered from the perusal of the following grounds:-

i] No possession notice is affixed at site nor the same is delivered to the present applicant. It is respectfully submitted that the present applicant was and is in actual possession of the said properties since the date of execution of the development agreement by the respondent No.1. The alleged action of taking over possession of the said property at the hands of the alleged Authorised Officer of the respondent No.1 is nothing but an action of taking over possession on papers only. The said action of taking over possession was never proclaimed at site.

ii] If at all the possession of the said properties could have been taken by the respondent No.1 it ought to have and could have taken the same from the present applicant only and not from any other third person. The respondent No.1 nowhere has stated from whom it has taken the possession of the said properties. In the absence of the said factual details the alleged action of taking over possession of the said properties itself is bad in law and is conducted unfairly.

iii] No notice of possession is served upon the present applicant.

The applicant craves leave and liberty of this Honourable Tribunal to add, alter, amend any of the contents of this application if need to do so arises, with the leave of this Honourable Tribunal.

Under the circumstances it would be in the fitness of the things and in the interest of justice to hold the action initiated by the respondent No.1 through its alleged authorised officer, of taking over possession of the said properties :

- i] Land and Building / Construction thereon at CTS No. 4016 admeasuring approx. 629.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- ii] Land and Building / Construction thereon at CTS No. 4017 admeasuring approx. 893.60 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.
- iii] Land and Building /Construction thereon at CTS No. 2894 admeasuring approx. 883.50 Sq. meters, Near Sahyadri Hospital, Sahyadri Hospital Mission Road, off main post office Road, Talreja Nagar, Jalna.

alleged to be under section 13 [2] of the SARFAESI Act, is illegal; and the said actions may kindly be quashed and set aside, and release its possession thereof in favour of the present applicant.

6] INTERIM RELIEFS PRAYED FOR:-

A] Pending hearing and final disposal of this application the respondent No.1 may kindly be restrained by an order of injunction, from alienating or creating any third party right, title or interest in and over the following mentioned properties, in favour of any third party

a] Flat No. 4 [3 BHK], 5, 6, 7, 105, 106, 107, 205, 206, 207, 304 [3 BHK], 305, 306, 307, 404 [3 BHK], 405, 406, 407, 408 [3 BHK], 505, 506, 507, 508 [3 BHK] situated at the building known as Krishna Residency, C.T.S. No. 4016,4017 and 2894 at Jalna.

B] Any other suitable or equitable interim relief may kindly be granted in favour of the present applicant for which he it found fit and entitled for under the circumstances of the case and oblige.

7] MATTER NOT PENDING WITH ANY OTHER COURT : The applicant respectfully submits that as per the knowledge of the applicant firm no matter pertaining to the cause of action of which this application has been made is pending before any other court of law or any other authority or any other bench or Tribunal.

8] PARTICULARS OF BANK DRAFT IN RESPECT OF COURT FEES:-

Demand Draft No. _____ dated ___-07-2016 for an amount of Rs.250/- Drawn In Favour of "REGISTRAR D.R.T., AURANGABAD" payable at Aurangabad. The applicant is neither a borrower not a guarantor as such being third party the fees is computed accordingly.

10] **DETAILS OF INDEX :-** A detail index of the documents is enclosed herewith.

11] **LIST OF ENCLOSURES :-** A list of documents is enclosed herewith.

Date : 22-07-2016
Submitted by

Applicant

Shree Osiya Builders
Through its Partner
Mr. Ankush S/o Mukesh Gupta

K.B. DESHPANDE
Advocate.

VERIFICATION

I, Mr. Ankush S/o Mukesh Gupta, Age : 28 years, Occ : Business partner of Shree Osiya Builder, Resident of : C/o Gaurav Residency, Ground Floor, Opp. Saint Johns School, Jalna, do hereby state on oath that the contents of this application are true and correct to the best of my knowledge and belief, hence verified on this 22nd day of July 2016 at Aurangabad.

Deponent/ Applicant

Explained and
Identified by

Shree Osiya Builders
Through its Partner
Mr. Ankush S/o Mukesh Gupta

K. B. DESHPANDE
Advocate

IN THE DEBTS RECOVERY TRIBUNAL AT AURANGABAD

INTERIM APPLICATION _____ OF 2016

IN

SECURITISATION APPLICATION No. _____ of 2016

Shree Osiya Builder

.....Applicant

VERSUS

State Bank of India
And others.

...Respondent

AN AFFIDAVIT IN SUPPORT OF INTERIM APPLICATION

I, Mr. Ankush S/o Mukesh Gupta, Age : 28 years, Occ : Business partner of Shree Osiya Builder, Resident of : C/o Gaurav Residency, Ground Floor, Opp. Johns School, Jalna, do hereby state on oath as under :-

1] I say, this application is preferred by applicants against the action of taking over possession of the alleged security interest created in its favour of properties of the applicants, at the hands of the alleged authorised officer of the respondent bank under the Securitization Act.

2] I say, in view of the aforesaid grounds of application, interim application and the documents placed on record, the present application deserves to be allowed.

3] I say that I repeat, reiterate and confirm whatsoever has been stated in the interim application. In the circumstances and for the reasons stated in the application I say and submit that the interim reliefs prayed for be granted to this application. I say that the applicant has got every chance of success in the application.

4] I say and submit that grave and irreparable harm and, loss and injury shall be caused to the applicant if the reliefs prayed for in the above interim application are not granted and the same cannot be compensated in terms of money. Under the circumstances I say and submit that in the interest of justice, equity and conscience the above application be made absolute with costs.

Hence, this affidavit.

Date : 22/07/2016

Submitted by:

Applicant

Mr. Ankush S/o Mukesh Gupta
Partner of Shree Osiya Builders

K.B. Deshpande
Advocate.

VERIFICATION

I, Mr. Ankush S/o Mukesh Gupta, Age : 28 years, Occ : Business partner of Shree Osiya Builder, Resident of : C/o Gaurav Residency, Ground Floor, Opp. Johns School, Jalna, do hereby state on oath that the contents of this affidavit are true and correct to the best of my knowledge and belief. Hence, verified on this 22nd day of July 2016 at Aurangabad.

Explained and
Identified by:

Deponent

Mr. Ankush S/o Mukesh Gupta
Partner of Shree Osiya Builders

Sanjay A. Nandure
Advocate.

IN THE DEBTS RECOVERY TRIBUNAL AT AURANGABAD

SECURITISATION APPLICATION No. _____ Of 2016

Shree Osiya Builder

.....Applicant

VERSUS

State Bank of India
And others.

...Respondent

LIST OF DOCUMENT FILED BY APPLICANTS

Sr. No.	Particulars of Documents	Date	Remarks	Page Nos.
1.	Copy of newspaper publication " Anand Nagari " Jalna Edition alongwith translation.	10-06-2016	Photocopy	8D
2.	A Copy letter issued / objection raised by the respondent bank.	20-06-2016	Photocopy	31 to 32
3.	A copy of the development agreement	14-07-2014	Photocopy	33 to 72
4.	Copy of deed of rectification	26/04/2016	Photocopy	73 to 128
5.	Copy of registered power of attorney vide day book serial No. 1685.	24-06-2016	Photocopy	129 to 159
6.	P.R. Card C.T.S No. 4016.	03/05/2016	Photocopy	160
7.	P.R. Card C.T.S No. 4017	03/05/2016	Photocopy	161
8.	P.R. Card C.T.S No. 2894 alongwith amalgamation map	21/07/2016	Photocopy	162 to 164

Date :- 22/07/2016.

Applicant

Mr. Ankush S/o Mukesh Gupta
Partners of Osiya BuildersK.B. DESHPANDE
ADVOCATE

भारतीय स्टेट बैंक
भारतीय स्टेट बैंक
State Bank of India

कांदिवली औद्योगिक वसाहत शाखा,
कांदिवली (पश्चिम) मुंबई- 400 067.
कांदिवली औद्योगिक वसाहत शाखा,
कांदिवली (पश्चिम) मुंबई- 400 067.
Kandivall Industrial Estate Branch, Near Hindusthan Naka,
Govt. Indl. Estate, Plot No. 11/AB, Kandivli, Mumbai -400067.

Tel. : 42452424, 42452431, 42452450, 42452451 | Fax : 022- 42452422 | Branch Code : 0566

E-mail : sbi_00566@sbi.co.in

Date :

Ref.No.

20.06.2016

M. S. Saram Mohanlal Ghannavat
Advocate
S. Shiv Kripa, Kalikuti,
B. P. Road, Jalna

RE: Public Notice dated 10/6/16 published in Dainik Anand Nagri, Jalna & Parshv Bhumi

Dr,

We refer to the captioned Public Notice and have to record as under;

1. That Ketan Shah Industries LLP are the owners of the properties more properly described hereinbelow which have been mortgaged in favour of the Bank to secure the credit facilities availed by it from the Bank from time to time against which an outstanding of Rs.26,36,10,987.72 alongwith interest, costs, charges and expenses had fallen due as on 04.03.2016 and for recovery of which an Original Application Lodging no. 336 of 2016 has been filed before the Mumbai Debts Recovery Tribunal - III;

a. All that piece or parcel of land admeasuring about 450 sq.mts. bearing CTS No.4088/6 and property No.1-28/4088/6 lying, being and situate at Jalna, Taluka and District Jalna and bounded as follows;

On or towards the East by Road;

On or towards the west by CTS No.4088/33;

On or towards North by Road and;

On or towards the South by CTS No.4088/4 together with structure standing thereon.

b. All that piece and parcel of land admeasuring about 6816.1 sq.mtrs., bearing CTS No.4055, survey no.261 lying, being and situate at Jalna, Taluka and District Jalna and bounded as follows;

On or towards North by Gully;

On or towards the South by SRPS Road;

On or towards the West by Sardar Patel Road and

c. Land & building and construction thereon at C.T.S. No. 4015 admeasuring approx. 629.60 sq mtrs., Nr. Sahyadri Hospital, Tabreja Nagar, Jalna, Off. Main Post office Road, Jalna



- d. Land and building and construction thereon at CTS No.4017 admeasuring approx.893.60 sq.mtrs. Near Sahyadri Hospital, Talreja Nagar, Jalna, Sahyadri Hospital Mission Road, Off. Main Post office road, Jalna.
 - e. Land and building and construction thereon at CTS No.2894 admeasuring approx.883.50 sq.mtrs. Near Sahyadri Hospital, Talreja Nagar, Jalna, Sahyadri Hospital Mission Road, Off. Main Post office road, Jalna.
 - f. Plot No.13 in construction thereon, CTS No.2862/468 in Survey No.555, Nirmal Nagar, Mantha Road (Chafully), near Green Gold City Project, Off. Jalna - Hyderabad Highway, Taluka and District, Jalna-431 203, admeasuring 216.00 sq.mtrs.
2. The Notice of Intimation of Mortgage by deposit of title deeds as aforesaid stands registered in the office of the Sub Registrar of Assurances at Jalna under Serial no. JLN-3/197 of 2014 dated 29.05.2014.
3. Please note that on the properties which stand duly mortgaged in favour of the Bank, the said Krishna Residency is constructed whereIn the said Flat no. 107 is proposed to be purchased by your client.
4. Please also note that the said properties as detailed in paragraph no. 1 are in possession of the Bank since 18.02.2016 under the proceedings initiated under Section 13(4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. Bank had duly published the Possession Notice in the local newspapers in Mumbai on 23.02.2016 and in newspapers in Aurangabad/Jalna on 24.02.2016.
5. You are therefore notified that Bank holds a charge by way of the aforesaid mortgage over the said property and the building constructed thereon including the said flat no. 107 in Krishna Residency and in the event your client deals with the same in any manner whatsoever, the same shall at all times be subject to the charge of the Bank as aforestated, which please note.

Yours faithfully,

Abhai P. Singh
for State Bank of India.



14 July, 2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. जालना 3

दस्त क्रमांक : 2374/2014

नोंदणी 63

Regn. 63m

गावाचे नाव : जालना (न"प")

- (1) विलेखाचा प्रकार डेव्हलपमेंट अॅप्रीमेंट
- (2) मोबदला रु.0/-
- (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) रु.22,173,000/-
- (4) भू-भाषण,पोटहिस्ता व घरक्रमांक(असल्यास)

4016 4017 व 2894, पालिकेचे नाव: जालना इतर वर्णन : , इतर माहिती: शहर जालना येथील नगर भुभाषण क्रमांक 4016 एकुण क्षेत्र 893.6 चौरस मीटर नगर भुभाषण क्रमांक 4017 एकुण क्षेत्र 810.00 चौरस मीटर व नगर

- (5) क्षेत्रफळ 2,587.10 चौ.मीटर
- (6) आकारणी किंवा जुळी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतियादिचे नाव व पत्ता.

भागीदार - केतन विनोदकुमार भास्कर या राधिका केतन शम्भा यांचे तर्फे दस्त । ब्लॉक नं. : रोड नं: नाथनगर, मंडा रोड, जालना, ता. जि. जालना.

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतियादिचे नाव व पत्ता

भागीदार - राजेश शांतीलाल समदरीया ; वय:49; रोड नं: गुरुदेव चैतीदेन्ती, सेंट जॉन्स स्टाळेजवळ, जालना

भागीदार - अंजना सुफेश गुता ; वय:25; रोड नं: गुरुदेव चैतीदेन्ती, सेंट जॉन्स स्टाळेजवळ, जालना

पिन कोड: 431203, पॅन नं:- ACOFS7130F;

- (9) दस्तऐवज करून दिल्याचा दिनांक 14/07/2014
- (10) दस्त नोंदणी केल्याचा दिनांक 14/07/2014.
- (11) अनुक्रमांक,घंटा व पृष्ठ 2374/2014
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क रु.1,108,700/-
- (13) बाजारभावाप्रमाणे नोंदणी शुल्क रु.30,000/-
- (14) शेर

सह दुय्यम निबंधक (वर्ग-2) जालना-3

मुल्यांकनामाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारनामा निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



CHALLAN
MTR Form Number-6

2368198

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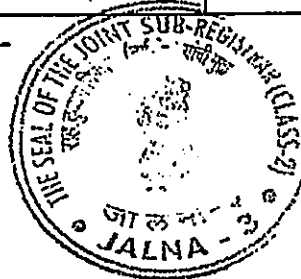
GRN	MH001752446201415E	BARCODE	[Barcode]				Date	12/07/2014-16:54:22	Form ID	25.1
Department	Inspector General Of Registration				Payer Details					
Type of Payment	Non-Judicial Customer-Direct Payment				TAX ID (If Any)					
	Sale of Non Judicial Stamps IGR Rest of Maha				PAN No. (If Applicable)		ACOFS7130F			
Office Name	JLN1_HQR SUB REGISTRAR JALNA 1				Full Name		Shree Osiya Builders			
Location	JALNA				Flat/Block No.		CTS No. 4016 4017 And 2894			
Year	2014-2015 One Time				Premises/Building					
Account Head Details			Amount In Rs.		Road/Street		2587.1 Sq. M			
0030046401 Sale of NonJudicial Stamp			1108700.00		Area/Locality		Jalna			
					Town/City/District					
					PIN		4 3 1 2 0 3			
					Remarks (If Any)					
					PAN2=AALFK5144Q-PN=Ketan Shah Indus					
					tries L L P-CA=22173000					
					Amount In Words		Eleven Lakh Eight Thousand Seven Hundred Rupees On			
Total			1108700.00		ly					
Payment Details				BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN		REF No.		02300042014071217039		179923698
Cheque/DD No				Date		12/07/2014-16:53:19				
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA				
Name of Branch				Scroll No. , Date		Not Verified with Scroll				

Mobile No.: 9028902890

Development Agreement

[Signature]
14/07/2014

[Signature]
14/07/2014



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DEVELOPMENT AGREEMENT

(CTS No. 4016, 4017 and 2894, situated at Talreja Nagar, Jalna.)

This Development Agreement is made and executed at Jalna on this 10th day of July, 2014, by & between:

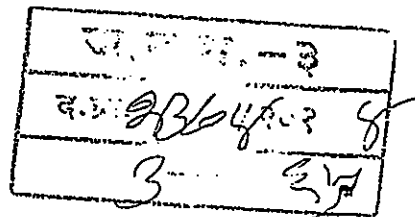
Ketan Shah Industries Limited Liability Partnership,
A Partnership firm
having its office at CTS No. 4088/6, Nath Nagar,
Mantha Road, Jalna - 431 203,
Pan No. AALFK 5144Q,
Through its Designated partners

1. Shri. Ketan Vinodkumar Shah,
Age: 42 Years, Occupation : Business,
R/o: Plot. No.4088/6, Nath Nagar,
Mantha Road, Jalna - 431203.

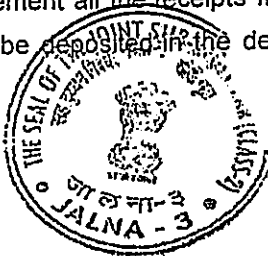
2. Smt. Radhika Ketan Shah,
Age: 41 Years, Occupation : Business,
R/o: Plot. No.4088/6, Nath Nagar,
Mantha Road, Jalna - 431203.



who is hereafter referred to as "THE OWNER"



- a) The Owner has further assures and represents that the above said three properties are clear and marketable and free from all kinds of encumbrances, charges and reasonable doubts and the owner has full right to give the said plots on development and the said properties are not subject matter of any litigations, acquisitions and/or reservations.
- b) The Owner desires to develop the above said all three properties (which are more particularly described in 'Schedule-A' appended herein below) by entering into Development Agreement. The Developer was also interested to develop the above said properties, as such meeting was took place and after due negotiations the parties agreed to enter into development agreement for construction and development of the above said all three properties.
- c) The Owner has already obtained construction permission for ground plus two stories building having Built-up Area 1901.46 Sq.Mtrs, vide commencement certificate file No. PBC A.R./624/2011 dated 10.08.2012 issued by Municipal Council, Jalna and the Owner has agreed to obtain further construction permission for the construction of additional three floors i.e.Third, Fourth and Fifth Floor, having Proposed Built-up Area of 2766.65 Sq.Mtrs, within the period of One Month from the date of this agreement, from Municipal Council Jalna. All the expenses for obtaining additional construction permission of additional floors and also incidental expenses including building fees etc, shall be borne by the Developer only.
- d) The Owner & Developer have agreed to share the developed area on the basis of Revenue sharing in the following manner :-
 - i. The Owner shall be entitled to 50% share collectively in the sale proceeds obtained after conveying the said plots in favour of prospective purchasers, and the Developer will be entitled to 50% share from the sale proceeds.
 - ii. It is agreed between the parties that on execution of Development Agreement all the receipts from the sale proceeds of the said project shall be deposited in the designated "Escrow-Account" which will be



Handwritten signature and initials over a rectangular stamp. The signature appears to be 'B. B. B.' and the initials below are 'L-24'.

opened with the Oriental Bank of Commerce, B.R. Jindal Super Market, Mahavir Chowk, Jalna - 431 203 and operated by the Owner and Developer jointly. The Owner and Developer will also open their respective accounts in the same bank and branch. The amount deposited in the said Escrow Account will be transferred to the respective accounts of the Owner and Developer, in the equal ratio i.e. 50 : 50.

- iii. That the true and correct account for the Development Agreement shall be maintained by the Developers and after end of every three months the accounts will be settled and any amount payable to Owner will be paid by the Developer. The gross sale proceeds will be shared by the Owner and Developer in the proportion of 50% to the Owner and 50% to the Developer

NOW THEREFORE THIS AGREEMENT FOR DEVELOPMENT RIGHTS WITNESSETH AS UNDER:-

- 1. The recitals contained hereinabove shall be treated as integral part of the operative portion hereof.
- 2. It is specifically agreed that the development of all the three properties, (which are more particularly described in 'Schedule-A' appended herein below), shall be commenced as soon as the additional construction permission for construction of, third Fourth and Fifth floors is received and shall be completed in all respect within the period of 18 months with additional grace period of 6 months, from the date of the said additional construction permission. In case the construction work is stopped for any reason beyond the control of Developer such as due to act of God, Government Order, and / or due to any injunction order of any Court, then such time period shall be deducted in computing the above said time period of 18 months with additional grace period of 6 months.
- 3. The Parties have mutually agreed that the value of the said Plots to be developed under this Development Agreement shall be treated as the investment of the Owner, whereas the expenses that may be incurred by the Developer for the purpose of construction and development shall be treated as Developer investments. The DEVELOPER shall construct residential complex over the said



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Plots and the gross sale proceeds will be shared by the Owner and the Developer in the proportion of 50 % to the Owner and 50% to the Developer.

4. That the possession of the plots specifically described in 'Schedule-A' appended herein below shall be with the owners till the entire development is completed and the developer is given Right to enter upon the property to carry development and construction work. The Developer has agreed to execute construction and development works according to the terms of this agreement.

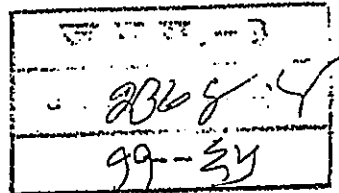
5. The Developer have agreed to incur all the costs, charges and expenses for the construction and development of said Plots such cost of construction, expenses for electricity transformer, payments to contractors, charges payable for obtaining Fire NOC, pocket expenses, legal expenses, property taxes, stamp duty & Registration charges etc., that may be required for completing the project in all respect.

6. It is agreed between the parties that the Developer shall bear all the expenses, costs and charges for obtaining Additional Construction permission, revised construction permission, if necessary to be obtained in future. The Developer shall also bear expenses, costs and charges for obtaining Occupancy Certificate.

7. The Owner hereby declares and covenants that :-

- i. That the Owner is entitled to enter into present agreement for development with the DEVELOPER and it has full rights and authority to sign and execute the same through it above mentioned partners.
- ii. The Owner undertakes to pay all the taxes payable including Open Land Taxes, if applicable to any government, semi-government authority till this date.

8. It is agreed between the parties that if additional FSI/TDR is purchased then cost of purchasing, its registration and construction permission shall be borne by Owner whereas the cost of development shall be borne by Developer. The additional construction on the basis of such FSI/TDR shall be shared in



Plots and the gross sale proceeds will be shared by the Owner and the Developer in the proportion of 50 % to the Owner and 50% to the Developer.

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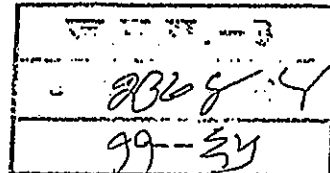
5. The Developer have agreed to incur all the costs, charges and expenses for the construction and development of said Plots such cost of construction, expenses for electricity transformer, payments to contractors, charges payable for obtaining Fire NOC, pocket expenses, legal expenses, property taxes, stamp duty & Registration charges etc., that may be required for completing the project in all respect.

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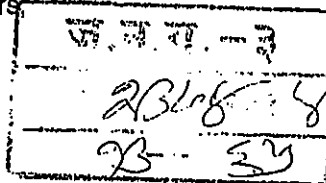


following manner i.e 50% of the gross sale proceeds to the Owner and 50% of the gross sale proceeds to the Developer.

9. It is agreed between the parties that on execution of Development Agreement the Developer and Owner Jointly shall be entitled to enter into the Booking Agreement, Agreement to Sale and Sale Deeds in favour of Prospective Purchaser. The Owner authorizes the developer to do and perform all the acts, deeds, things and matter in respect of the development of the said properties.

10. The Developer agrees to do and to perform the following obligations, responsibilities at its sole costs, expenses and risks:-

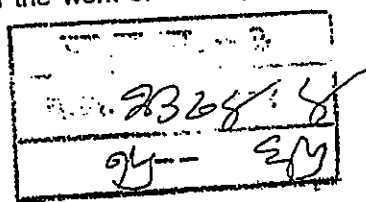
- a. the construction and development works and activities to be carried out by Developer shall be the following :
 - i. leveling of site,
 - ii. Measurement and demarcations of land and constructing compound wall.
 - iii. The specification of construction of building and amenities to be provided to the flats is specifically described in Annexure-1 appended herein below.
 - iv. Construction / provision of parking spaces, Internal roads, storm water drains, sewage drains/ drainage pipelines, water pipelines, underground water tanks, septic tanks, street lights, main gate, watchman's cabin and electric sub-station's,
 - v. Provision of electricity lines, cables and connections from MSEDCL and/or any other supplier or provider thereof.
- b. Pay all rent, rates, taxes, fees, cesses, assessments, and other outgoings and charges to the concerned authorities including municipal property taxes, service tax on land under construction payable to the concerned authorities, on and from the date hereto until obtaining occupancy certificates in respect of the entire construction and Developer to be effected on the said Plots;
- c. Bear and pay the professional charges, pocket expenses and all other charges of the architects, structural engineers, contractors and other consultants and professionals appointed and to be appointed in respect of the project for all the work done and to be done by them in respect of entire project;
- d. Procure and provide all necessary buildings materials, and the services of the required professionals and contractors;



- e. Pay all the amounts and charges whatsoever payable to all the contractors, workers, labours, etc appointed and to be engaged or appointed in respect of the construction and development work and activities;
- f. Insure all the workers and other persons employed by them and the professionals, contractors and agents appointed by them in respect of the construction and development work are suitable and adequately insured all risks and injuries whatsoever and also to pay compensation, claims to the victims of the workers, labour's family arising out of accidental death occurring during the construction and development work over the said Plots;
- g. Defend all suits, actions and other legal proceedings of any nature whatsoever which may arise or be instituted here after, only in respect of or in pursuance of the construction and development work and sale and transfer and / or which relate to any act or omission of the Developer and;
- h. To keep indemnified at all times Owner against all suits, actions, proceedings, prosecutions, costs, charges, expenses, losses, damages, claims, demands, fines and penalties incurred or suffered by or caused to or imposed or levied upon recovered from Owner for any such act, commission, sufferance, omission or breach of any terms by the Developer.
- i. Pay the stamp duty & registration charges in respect to the execution and registration of this Development agreement as per rules.

11. The Owner has agreed that for the purpose of carrying out the development of the said Plots, grants following rights to the Developer :-

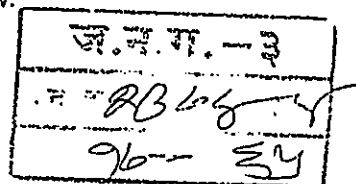
- a. to possess the properties described in 'Schedule-A', to carry construction and development activities.
- b. Conceptualizing the entire project from the planning stage, including the landscaping, internal roads, street lights, water lines, drainage lines, internal infrastructure and development, preparation of layout plan, external and internal design of the buildings to be constructed thereon, specifications and amenities thereof to be provided;
- c. Selection and appointment R.C.C. Consultants, Engineers, etc., for liasoning with the JALNA MUNICIPAL COUNCIL and such other bodies as also for the contractors, security agencies, legal advisors and other Professionals for the project and to bear and pay the professional charges of such professionals.
- d. Overall management and supervision of the work of development of and construction on the said Plots



- e. to formulation and implementing the marketing and sales promotion policy and strategy for the units to be constructed in the said project/ scheme.
- f. to supervising and managing the actual work of development of and construction on the said Plots.
- g. to formation and registration of the ultimate common organizations of all the prospective purchasers/allottees of the units in the project including condominiums of apartment Owner, including the bye laws thereof.

12. The Owner shall, at the request of Developer, sign and execute from time to time the building plans, the applications to be made to the concerned authorities and bodies. The Owner shall further sign and execute all other documents, deeds and writing required for and in respect of the construction, development and / or redevelopment work to be carried out on the said Plots and to obtain Occupancy certificate and handing over possession to prospective flat purchasers, provided that, all costs, charges and expenses in respect thereof, including fees of the architect and structural engineers, shall be borne and paid by the Developer alone.

13. The agreements for sale / sale deeds of the Developer premises as required to be entered into and executed with the prospective purchasers thereof under the provisions of the Maharashtra Ownership of Apartments Act, 1971 and/or any amendment made thereon or applicable law for time being in force shall be prepared and finalized jointly by the Owner and Developer in conformity with the terms, conditions, and provisions of this agreements, and the same shall be prepared as per standard format, a copy whereof shall be given by the Developer to Owner prior to the commencement of work on the said Plots for approval by the Owner, with such amendments and modifications therein / thereto as may be deem fit and proper by the owner in their sole and unfettered discretion. It is hereby expressly clarified, agreed, and understood by and between Owner and the Developer that each of them shall be parties to all the aforesaid agreements for sale to be executed in respect of the premises. However the Developer alone shall be liable and responsible to comply with, observe, perform and discharge all the obligations, responsibilities, liabilities, and duties imposed on "Promoter" by the applicable law.



14. The Developer shall be solely responsible for and shall pay on its own any compensation payable to the workmen under the Workmen's Compensation Act, 1923 (VIII of 1923), for Injures, if any, caused to the workmen.

15. It has been agreed by and between the parties that Developer shall solely bear any taxes payable under this agreement on the material, labour, etc., actually utilized at site for the construction such as VAT, Service tax.

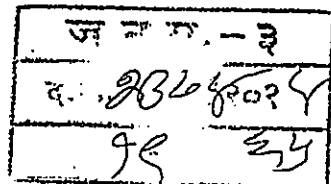
16. It is further agreed that the Developer shall open a separate Bank account, in the name of Developer, for depositing amount accepted, received or taken from flat purchaser in respect of VAT, Sales Tax, Service Tax etc. as applicable by law. The Developer shall keep the said amount of Taxes in the said Bank account and keep the account for the same and pay to the appropriate authorities, as applicable by law.

17. It is hereby expressly clarified, agreed and understood by and between the parties hereto that nothing contained in this Agreement is intended to be or shall be construed as constituting any partnership between the parties hereto. It is not intention of the parties hereto enters into a partnership with each other and nothing herein contained shall be construed as creating any such relationship, between the parties hereto.

18. Each of the parties hereto shall bear and pay income tax and other taxes on the income received by each of them from the project.

19. It is agreed by and between the parties that the Owner or Developer shall not take any Loans from any Bank, Financial institution or from any person for the Development of the said Project, nor any mortgage, hypothecation or keep the property as security during the period of subsistence of this agreement, by Owner or Developer. However, the prospective flat purchasers can take Loan to purchase flat in the present scheme from any Bank or Financial Institution. The Developer is authorized to issue necessary Letters, NOC or other required document, to the Bank or Financial Institution, to facilitate the Flat Purchaser to take or obtain Loan to purchase Flat.

20. The Owner shall be entitled to inspect and observe at any time to see the development and for the purpose of checking the construction and development



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works and activities being carried out by Developer and/or its employees, workers, labourers, contractors, engineers, etc.

21. The Developer has categorically takes the entire responsibility and undertakes that the construction of project to be carried out on the said Plots shall be without any defects, irregularities, illegalities and/or other shortcomings. It is made clear that if any defects, irregularities, illegalities and /or shortcomings whatsoever in quality or material is pointed out by any governmental or competent authority then the Developer shall forthwith thereupon remedy and rectify all such defects, irregularities, illegalities and/or other shortcomings at its own costs.

22. The Developer shall indemnify, defend and keep harmless Owner against all actions, suits, claims, demands, loss, liability costs, charges, expenses and/or proceedings that may arise during the period of construction as a result of the negligence on the part of Developer or in connection with the said work to be carried out by Developer with regard to the following :-

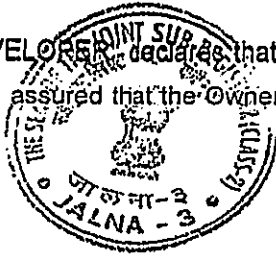
- a. Death of or injury to any person including employees, labourers/ workmen.
- b. Loss of or damage to any property.
- c. Non-compliance with any statutory obligation.

23. All the employees, workmen and agencies appointed by Developer shall be the responsibility solely of Developer and Developer shall be responsible for payment to all workmen, employees, and agencies.

24. The Developer shall not be entitled to assign the development rights to any third party. The Developer is also not entitled to enter into sub-development agreement with any third party. It is also made clear that the Developer shall not change its constitution by retiring any partner without prior consent of the Owner.

25. It is agreed between the parties that the developer shall complete the construction as per plans and designs prepared by the Architect, appointed by the owners. The developer will provide all the facilities and amenities as mentioned and reproduced in the "Annexure 1". The "Annexure 1" shall be part of this agreement

26. The "DEVELOPER" declares that it has entered into this Agreement after the OWNER has assured that the Owner's title over the land is clear, marketable



23/11/2018
27-11

and free from encumbrances, charges, etc and if any third party claim arises, the Owner will clear and settle the said claims made against the title of the said properties before the execution of development agreement. Further if during continuity of development agreement, due to any prohibitory or restraining orders passed in any litigations, the Owner shall be responsible to clear and if require settle the disputes or litigations at its own cost and if any delay caused by such orders then the time period for the construction and development of the said property shall automatically be extended.

27. It is agreed between the parties that the stamp duty and registration charges of this Development agreement shall be borne and paid by Developer.

28. It is agreed between the parties that on execution of Development agreement the Developer shall be entitled to enter into a separate contract with building Contractors, and other Agencies for carrying out construction. The owners already have appointed architect and Owner & Developer have Jointly paid fees. The architect has prepared plans and designs, which are finalized by the owned and accepted by the developer. The developer has agreed to complete the construction as per the plans and designs prepared by the said architect.

29. The Owner & Developer with mutual understanding have finalize a NAME for the said project as " Krishna Residency".

'SCHEDULE-A'

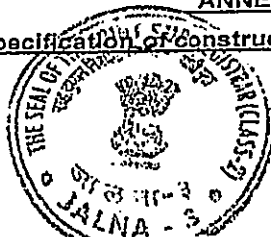
DESCRIPTION OF THE PROPERTY:

All the piece and parcel of Plots bearing 1) CTS No. 4016 admeasuring 893.6 Sqm., 2) CTS No. 4017 admeasuring 810.00 Sqm. 3) CTS No. 2894 admeasuring 883.5 Sqm., all three plots adjacent to each other and are totally admeasuring 2587.1 Sq. mts. all situated at Talreja Nagar, Jalna, within the limits of the Jalna Municipal Council and all three Plots jointly bounded as under:

- East : GALLI,
- West : 9.00 Mtr. Wide Road,
- North : CTS. No.2895,
- South : CTS. No.4018.

ANNEXURE - I

Specification of construction of the building and amenities



व. नं. - 3
23/8/28
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Specific material to be used and amenities to be provided for the Flats/Parking under development.

1.	BUILDING STRUCTUR	Earthquake resistance RCC frame structure with 9" or 6" thick external brick work & 4" thick internal brick work.
2.	DOORS AND WINDOWS	Anodized Aluminum French Type Sliding Windows with Mosquito nets for win dows, Granite moulded window sill. Elegants doors with laminates on both sides
3.	Walls, Ceilings and Paints	Designer false ceiling in living room. Plastic Paint with POP punning on interior walls. Acrylic paints on exterior walls
4.	TOILETS	Designer tiles in dado. Anti-skid flooring. Granite/Marbal fascia for door opening. Basin with marbal/Granite counter. Branded Quality CP fitting. Branded Quality Sanitary ware. Hot and Cold water mixer/shower panel.
5.	FLOORING	Vitrified Tiles Flooring with skirting all room and laminated wooden flooring / PVC Flooring in one bed room.
6.	KITCHEN	Kadappa kitchen platform with Granite top, with Stainless Steel Sink. Water Purifier. Exhaust fan.
7.	ELECTRICAL FITTINGS	Sufficient Electrical Points Branded modular switches Concealed, fire resistant high quality copper wiring, A/C, TV and Telephone points, Earth leakage circuit breaker, Concealed lights in living room.
8.	SECURITY	Video door phone system

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS DEED OF DEVELOPMENT AGREEMENT ON 10th DAY OF JULY 2014 AT JALNA.

Witnesses:

[Signature]
1. Anil Jayprakash Deshmukh
Age: 38 yrs.
R/o. Kanchannagar, Jalna



Owner
Ketan Shah Industries LLP, a
Partnership firm Through its
Authorized Signatory

[Signature]
(Hardik Bharat Kumar Shah)

प.न.न. - 3
द.न. 9367.088
24 - 24

Handwritten signature

2. MUKESH DWARKADAS GUPTA
अ.सं-४८५-र/०-प्रेमसुधानगर
जालना.

Developer
Shree Osiya Builders
A Partnership Firm, Through its
partners

Handwritten signature

1. Shri. Rajesh S/o
Shantilal Samdariya

Handwritten signature

2. Shri Ankush S/o
Mukesh Gupta



अ.सं. - ३
अ.सं. २३६४ - ५
२६ - ३५

नगर परिषद, जालना.
बांधकामाचा परवाना



जा.क्र 5003
संधिका क्र. पीबीसी अ. आर./ 624/2011
दिनांक: 10/8/2012

परवाना क्रमांक (पीबीसी / 357/2012)

परवाना धारण करणाऱ्याचे नाव डी.के.के.एन. राधा शंकराजी एम्.एम.पी. ल.फ.बी. के.एन. विनोदराव शहा
सी.टी.सर्व्हे नंबर (2894, 4016,) मोहल्ला तलवेवा 1012 जालना
नगर परिषद घर नंबर (4017.)

महाराष्ट्र नगर पालिका अधिनियम १९६५ च्या कलम १८९ व महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ च्या

कलम ४५ अन्वये व तस्तंत्यघात नियमात अनुसरून खालील प्रमाणे बांधकामाची / दुरुस्तीची परवानगी दिली जाते. सदरील परवान्याच्या अंमल आज तारखेपासून एक वर्षापर्यंत राहिल. तसेच कलम १९३ (१) प्रमाणे बांधकाम पूर्ण झाल्याब्यात लेखी माहिती तपासणीसाठी या कार्यालयात पाठविण्यात यावी, नगर रचनाकार यांनी या प्रकरणी काही सुधारणा, सुचना व दुरुस्ती कळविण्यास त्याप्रमाणे पूर्तता व अंमलबजावणी करणे आपणावर बंधनकारक राहिल.

- १) बांधकाम सुरु करणे पूर्वी संबंधित खात्याकडून थिनशेतीचा दाखला घेण्यात यावा.
- २) शेजाऱ्याच्या कोणत्याही प्रकारच्या हक्कास बाधा निर्माण होईल असे बांधकाम करण्यात येऊ नये.
- ३) मंजूर बांधकाम नकाशाच्या विरुद्ध जर बांधकाम करण्यात आले तर आपणाविरुद्ध म.न.पा.अधि. १९५६ चे कलम १८९(८) खाली व महाराष्ट्र प्रादेशिक अधिनियम १९६६ कलम ५३ अन्वये कडक कार्यवाही करण्यात येईल.
- ४) महाराष्ट्र नगर पालिका अधिनियम १९६५ च्या कलम १९३ (१) अन्वये बांधकाम पूर्ण झाल्यानंतर बांधकाम पूर्णत्वाचे प्रमाणपत्र घेण्यात यावे व त्यानंतर इमारतीचा वापर सुरु करावा नसता आपल्या विरुद्ध कडक कार्यवाही करण्यात येईल.
- ५) बांधकाम सुरु करणेपूर्वी सिटी सर्व्हे कार्यालयातून भूखंडाचे नामांतर हद्दी व क्षेत्रफळाची दुरुस्ती करून घ्यावी.
- ६) बांधकाम पूर्णत्वाचे प्रमाणपत्र घेण्यापूर्वी सिटी सर्व्हे नंबरचे पोटविभागाचीपरवानगी घेण्यात यावी.
- ७) बांधकाम पूर्णत्वाचे प्रमाणपत्र घेण्यापूर्वी विकास खर्चाची (येटरमेंट चार्जेस) राहिलेली रक्कम थकबाकी पूर्णपणे भरण्यात यावी.
- ८) या कार्यालयाचे संबंधित अधिकारी जागेवर व प्रत्यक्ष पाहणीसाठी आले असता त्यांचे अवलोकनार्थ मंजूरीची संबंधित कागदपत्रे दाखविण्यात यावीत.
- ९) इमारतीच्या रुपरेषेची (Line Out) जागेवर आखणी करून सदरील आखणी बरोबर असल्याचे प्रमाणपत्र घेतल्यानंतर पुढील बांधकाम सुरु करावे.
- १०) जोलापर्यंत बांधकाम असल्याचे प्रमाणपत्र या कार्यालयात घेतल्यानंतरच बांधकाम सुरु करावे.



ज.न.पा.मणे मन्ना
२३/८/२०१२
२९-६५

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LLPIN: AAA-4925

Ketan Shah Industries Limited Liability Partnership

Plot No. 4088/6, Nath Nagar, Mantha Road, JALNA - 431 203.
Telefax : 02482 - 243234

Relevant extracts of the minutes of the proceedings of the meeting of the Designated Partners of Ketan Shah Industries Limited Liability Partnership, held on 07th July, 2014 at 11.30 am at the office at 4088/6, Nath Nagar, Mantha Road, Jalna - 431 203 (MS).

AUTHORITY TO ENTER INTO DEVELOPMENT AGREEMENT

"Resolved That the Designated Partners be and are hereby decided to enter into Development Agreement with M/s Shr Osiya Builders for development of land bearing CTS No.2894, 4016 & 40 17 situated at Talreja Nagar, Near Mission Hospital, Jalna on the terms and conditions contained in the draft Agreement placed before the board and initialled by the Chairman for the purpose of identification.

Resolved Further that, Mr Hardik Shah, Authorised Representative of the LLP be and are hereby authorized to sign the Development Agreement on behalf of the LLP and such other documents and papers as may be necessary and lodge the Agreement for registration with the Sub-Registrar at Jalna and admit execution thereof and complete all registration formalities and to do all acts, deeds, matters and things on behalf of the LLP.

Resolved Further That the common seal be affixed on the documents alongwith the courtier signature of any one of the Designated Partner of the LLP.

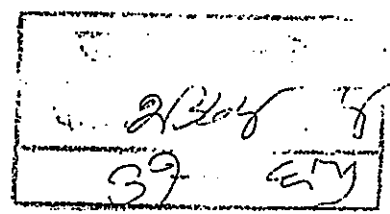
Resolved Further That a copy of the resolution signed by the Designated Partners of the LLP be delivered to the said departments to act upon it until any change is notified in this regard."

Certified true copy
For Ketan Shah Industries Limited Liability Partnership



K/S Shah
Designated Partner
(Ketan Shah)

Radhika
Designated Partner
(Radhika Shah)



मालमत्ता पत्रक

जिल्हा -- जालना

भाग/मौजे -- जालना	तालुका/न. भु. मा. का. -- जालना	जिल्हा -- जालना
राज भूदान	भारगोधकार	जासनाला दिलेल्या अर्थकारणाचा किटला भाड्याचा तपशील आणि त्याच्या पत्र संपादनाबाबतची नियत धरू
मोक. पत्र क्र. न	ख. म.	
४०१६	४०१६	सान्यास पात्र
८१३.६ चौ.मी.		क

विधाधिकार

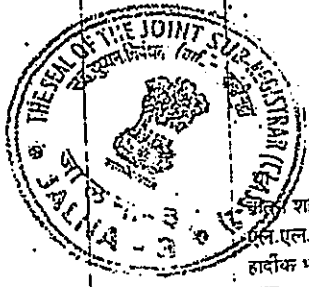
वकाया मुळ धारक
वर्ष १९७५ [श्री. अर्जुनदास बाबुमल.]
[खरेदीने र.न.१. दिनांक १-१-१९७४ ई.]

द्विदार

द्विदार

द्विदार

दनांक	व्यवहार	खंड क्रमांक	नविन धारक (भा) पट्टेदार (न) किंवा भार (भा)	साक्षात्कार
०६/११/१९८१	चौकशी रजिटर प्रमाणे नांवाची दुरुस्ती करण्यात आली आहे.		[श्री. अर्जुनदास कबुलमल.] फे. क्र. २६९४४ ने कम]	सह्ये - न. भू. अ. जालना
०१/१२/२००४	फे. क्र. २६४७० ने कमी		बोना :- श्री. अर्जुनदास कबुलमल गोडी यांनी देवागिरी. नागरी सह. बँक लि. शा. जालना कडून र. रु. २५,००,०००/- कर्ज घेतले.	फे. क्र. क्र. ५७२१ प्रमाणे सहा - १२/०१/२००४ सा. वि. न. भू. अ. जालना
१४/०८/२००६	नोंदणीकृत गहाणखता अन्वये, श्री. अर्जुनदास कबुलमल. यांनी र. रु. ५,००,००० साठी तारण ठेवल्याने इतर हक्कात नांव दाखल के	बँकचे पत्र दि. २१-७-० ३१/०३/२००६	फे. क्र. २६४७० ने कमी देवागिरी नागरी सह. बँक शा. जालना	फे. क्र. क्र. १०८५०३ सहा - १५/०८/२००६ सा. वि. न. भू. अ.
०१/१२/२०११	बोना नोंद कमी :- देवागिरी नागरी सह बँक लिमी औरंगाबाद शाखा जालना यांचेकडिले पत्र दिनांक १२/११/२०११ अन्वये श्री अर्जुनदास कबुलमल गोडी गोडी त्यांचे नायासमोरील फर्जाची परतफेड केल्याने इतर हक्कातील बोना नोंद कमी केली.			फे. क्र. क्र. २६४७० सहा - ०१/१२/२०११ उप-अ. भू. अ. जालना
२२/०६/२०१२	खरेदीने :- र. द. ख. क्र. १९४/१२/०२.०३.२०१२ अन्वये संगणक क्षेत्र		श्री. राहा इंडस्ट्रीज प्ल. प्ल. पी. राफे हादीक भरतकुमार राहा	फे. क्र. क्र. २६९४४ सहा - २२/०६/२०१२ उप-अ. भू. अ. जालना



अंशाजका

तपसणी करणारा-

खरी नकल -

मुख्यालय सहस्यक
उपअधीक्षक भूमि
अभिलेख जालना

जालना
जालना
२८/४/१६
३३-३५

मालमत्ता पत्रक

जिल्हा -- जालना
 तालुका/न.भु.मा.का. -- जालना
 शासनाला दिलेल्या आकाराचा किंवा भू-द्वयाचा तपशील आणि त्याच्या फेर तपासणीची निव्वयत वेळ

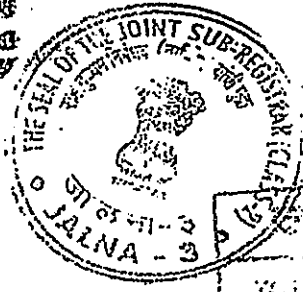
जिल्हा नंबर: ४०१७
 प्लॉट नंबर: ४०१७
 क्षेत्र: चौ.मी.
 धारणाधिकार: क
 ८१०.०० चौ.मी.

ध्याधिकार
 काचा मूळ धारक: [श्री. तुलसीदास पि. छागोमल.]
 रकम: १९७५
 खरेदीने: र.न.६३२.
 दि. ९-११-१९६२ ई.
 धार
 र भार

नांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्ष्यकर्त
२०/०९/२००७	श्री. तुलसीदास पि. छागोमल.; श्री. तुलसीदास पि. छागोमल. दिनांक ०७/१२/२०००, ०७/१२/२००० रोजी मयत, अर्ज, प्रतिज्ञापत्र भुल्ल्या दाखला व जबाबान्यये चारसांची नोंद केली.	S.I.F.	फे.क्र.३१५८९ ने कमी जेठानंद तुलसीदास खट्टर. मूळचंद तुलसीदास खट्टर. सुनिल तुलसीदास खट्टर. संजय तुलसीदास खट्टर. नरेश तुलसीदास खट्टर.	फेरफार क्र.३०७६५७ सहा २०/०९/२००७ ता.नि. भू.अ.
१३/०३/२०१२	खरेदीने रजि. ख.खत क्र. ४५४/१२ दिनांक ०३/०३/२०१२ क्षेत्र पूर्ण		धा. कैतन राहा इंडस्ट्रीज एल.एल. पी. तर्फे कैतन विनोद कुमार राहा	फेरफार क्र.३१५८९ प्रमाणे सहा १३/०३/२०१२ वप-अ-भू.अ. जालना

तपासणी करणारा - खरी नक्कल - जालना जालना

- विशेष धोरण
- १) वचन प्राप्त दिनांक २०/०९/०७
 - २) वचन निष्काढी दिनांक २७/०९/०७
 - ३) वचन कमी ३०
 - ४) वचन धा ३०
 - ५) वचन क्षेत्र ४५४



३३२४४
 ३५-६५

पृथुवालतय सहाय्यक उपअधीक्षक भूमि अभिलेख, जालना

मालमत्ता पत्रक

जिल्हा -- जालना
शासनाला दिलेल्या, आकाराचा किंवा भागाचा तपशील आणि त्याच्या फेर तपासणीची निष्पत्ती वेळ)

तालुका/न. भु. मा. का. -- जालना

गावा/मोजे -- जालना

भूगणन शिट नंबर प्लॉट नंबर हस्त धारणाधिकार

क/ फ. प्लॉ. न. २८९४ २८९४ ८८३.५ चौ.मी. क

प्रधाधिकार

काचा मुळ धारक [श्री. राधेश्याम गि. क. किरांदी मुंदडा.]
वर्ष १९७५ खरेदीने र. न. ७२३ दि. ६-११-६९.

दार

र भार

र शेर:

नांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्करण
२६/०७/२००४	खरेदीने रूपये १२५०००/- खरेदीने दस्त क्र. ५३४४/१० दि. १९/११/२०१० संपूर्ण मिळकत	नो. क्र. २१२२ दि. ३-७-०४.	धा. फे. क्र. २४७८४ ने कमी सौ. दिप्ती जगदिश खट्टर. अमित जगदिश खट्टर. धा. जगदीश नथुमलजी नाथानी मंगेश नथुमलजी नाथानी नरेशकुमार दिनेशकुमारजी जेयलिया फे. क्र. ३०२२९९ ने कमी	फेरफार क्र. १३९ प्रमाणे सही - २६/०७/२००४ ता. नि. भू. अ. जालना फेरफार क्र. २४७८४ सही - १३/१२/२०१० उप-अ. भू. अ. जालना
२१/१२/२०११	खरेदीने र. ख. क्र. ५५८५/२०११ दि. १८/१०/२०११ अन्वये संपूर्ण मिळकत		धा. केतनशाहा इंडस्ट्रीज एल एल पी तर्फे केतन विनोदभाई शाहा	फेरफार क्र. ३०२२९९ सही - २१/१२/२०११ उप-अ. भू. अ. जालना

२१००००/- (२१ लाख)

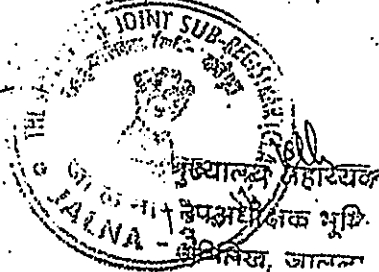
जालना जालना

तपासणी करणारा -

खरी नफकल -

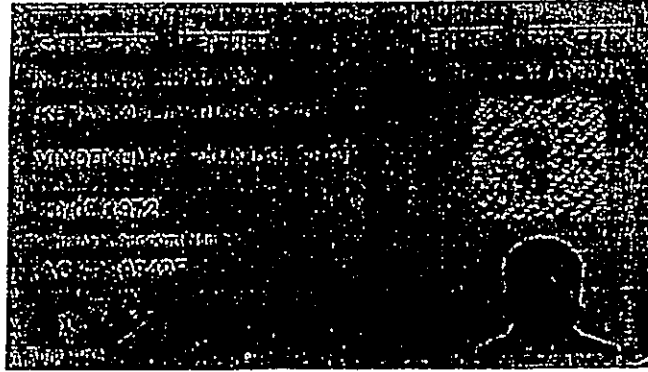
जिल्हा न्यायालय, जालना

- १) खर्च घातल्याची किंमत - ५५२११५/-
- २) खर्च निकाळी किंमत - ७११५/-
- ३) खर्च खर्च - ५०/-
- ४) खर्च खर्च - ५०/-
- ५) खर्च खर्च - ५०/-



२३०४

३०२



PERMANENT ACCOUNT NUMBER
ACYPS9943E

NAME
RADHIKA KETANKUMAR SHAH

FATHER'S NAME
SURESHBHAI NATHALAL SHAH

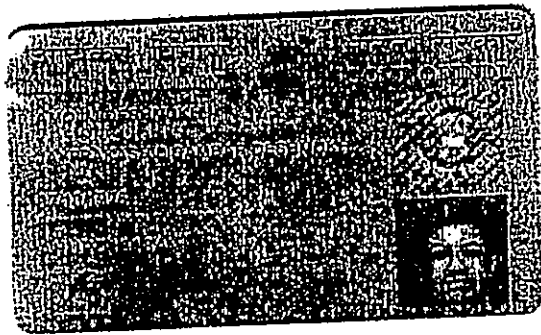
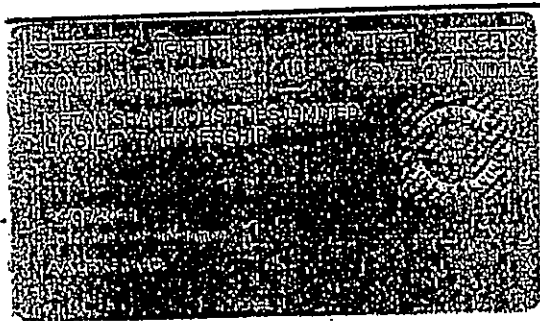
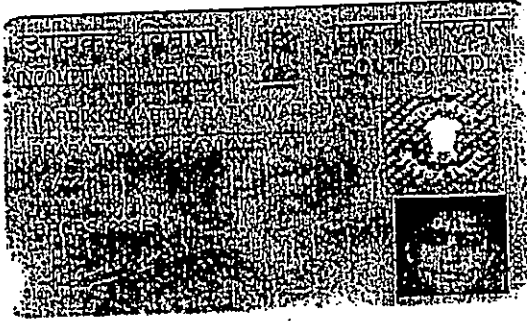
DATE OF BIRTH
03-12-1972

SIGNATURE
Radhika

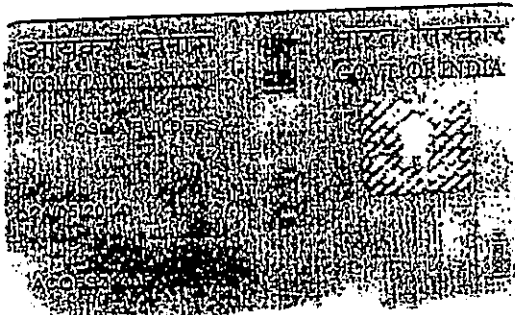
A. D. Kulkarni
 COMMISSIONER OF INCOME-TAX, NASIK



ज.न.न. - ३
द. ३१/१२/७२
३५-३५



2028-38
49-38



आयकर विभाग
INCOME TAX DEPARTMENT
ANKUSH GUPTA

भारत सरकार
GOVT. OF INDIA

MUKESH GUPTA

07/12/1988

Permanent Account Number
BGRFG8984R

[Handwritten signature]



स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER
AECPS9216A


नाम / NAME
RAJESH SHANTILAL SAMDARIYA

पिता का नाम / FATHER'S NAME
SHANTILAL MISHRILAL SAMDARIYA

जन्म तिथि / DATE OF BIRTH
26-06-1966


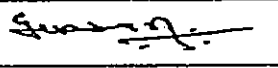
हस्ताक्षर / SIGNATURE

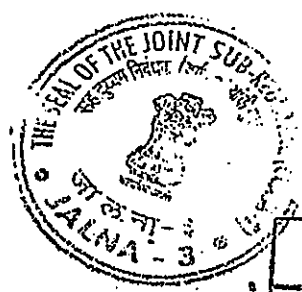
आयकर आयुक्त, नासिक
COMMISSIONER OF INCOME-TAX NASHIK




दस्तावेज संख्या - 3
दि. 20/6/88
43-3Y

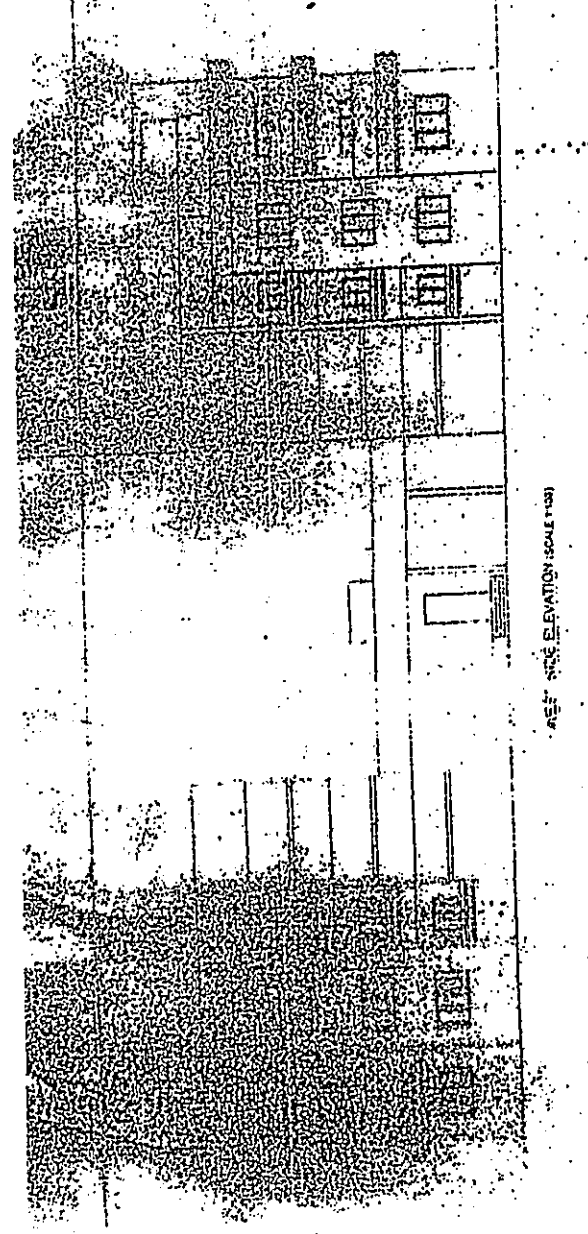
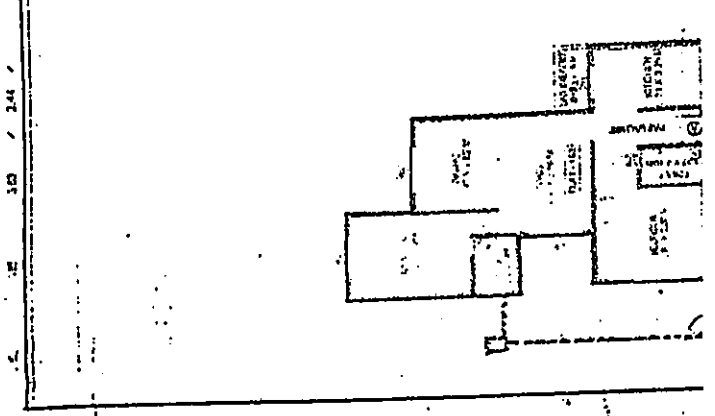
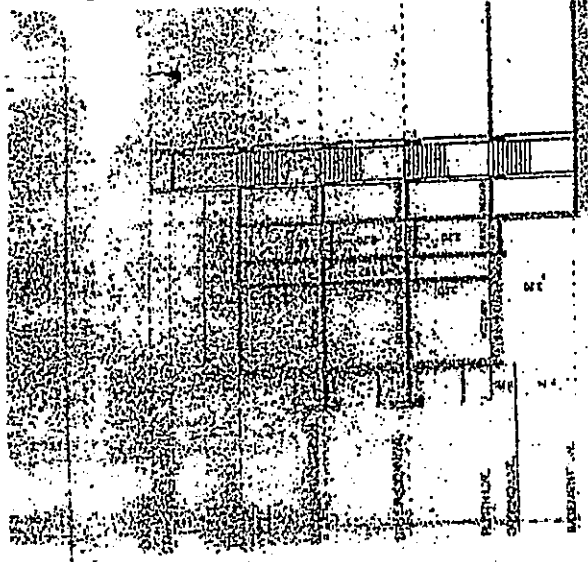
57

स्वाई लेखा संख्या /PERMANENT ACCOUNT NUMBER	
AEAPG4360B	
	नाम /NAME MUKESH DWARKADAS GUPTA
पिता का नाम /FATHER'S NAME DWARKADAS GUPTA	
जन्म तिथि /DATE OF BIRTH 01-09-1965	
हस्ताक्षर /SIGNATURE	
आयकर आयुक्त, नासिक COMMISSIONER OF INCOME-TAX, NASIK	



ज.स.ग. - 3
द.क्र. 2364/2016
64-57

58

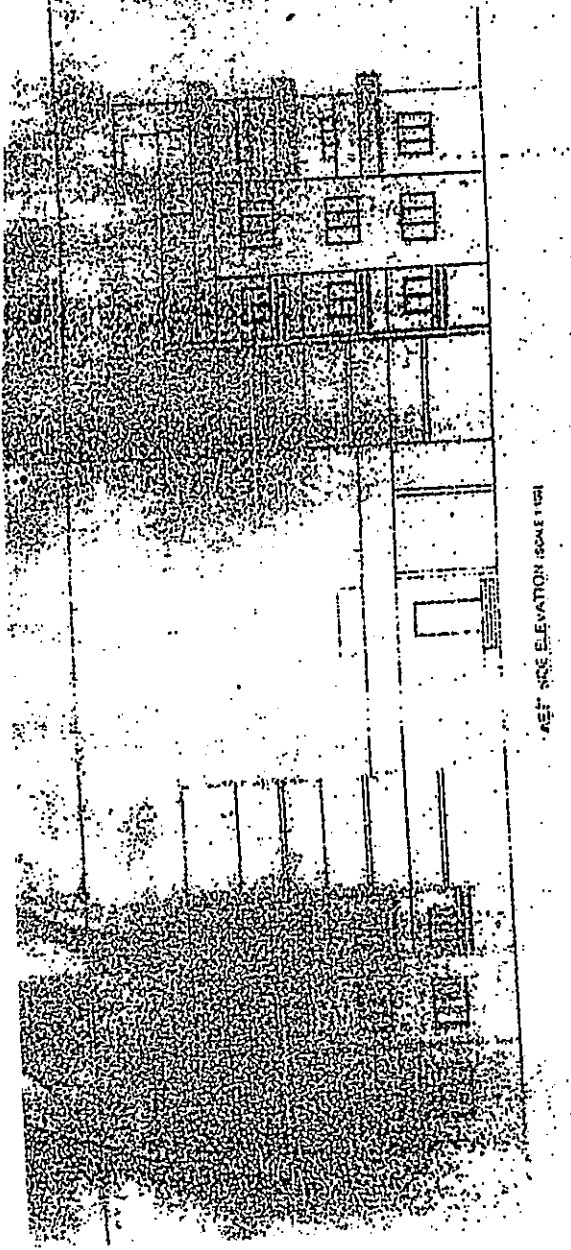
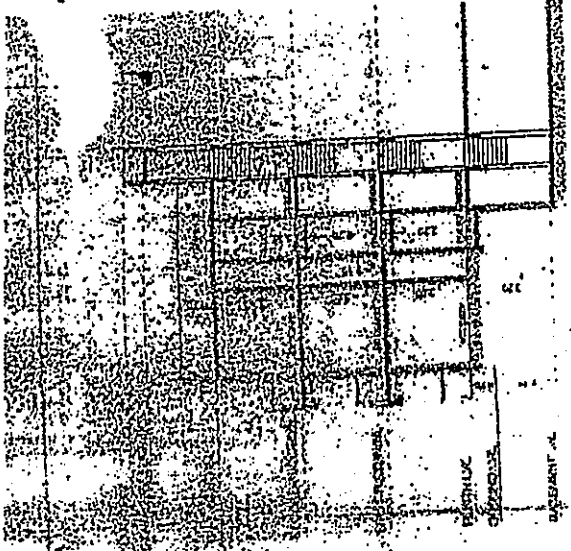


SCALE 1/40

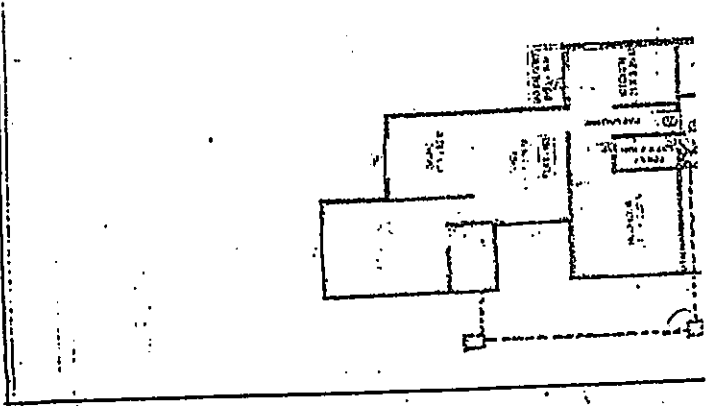


ज.स.स. - ३
द.स. १३/४/२०१४
५२ - ६५

58



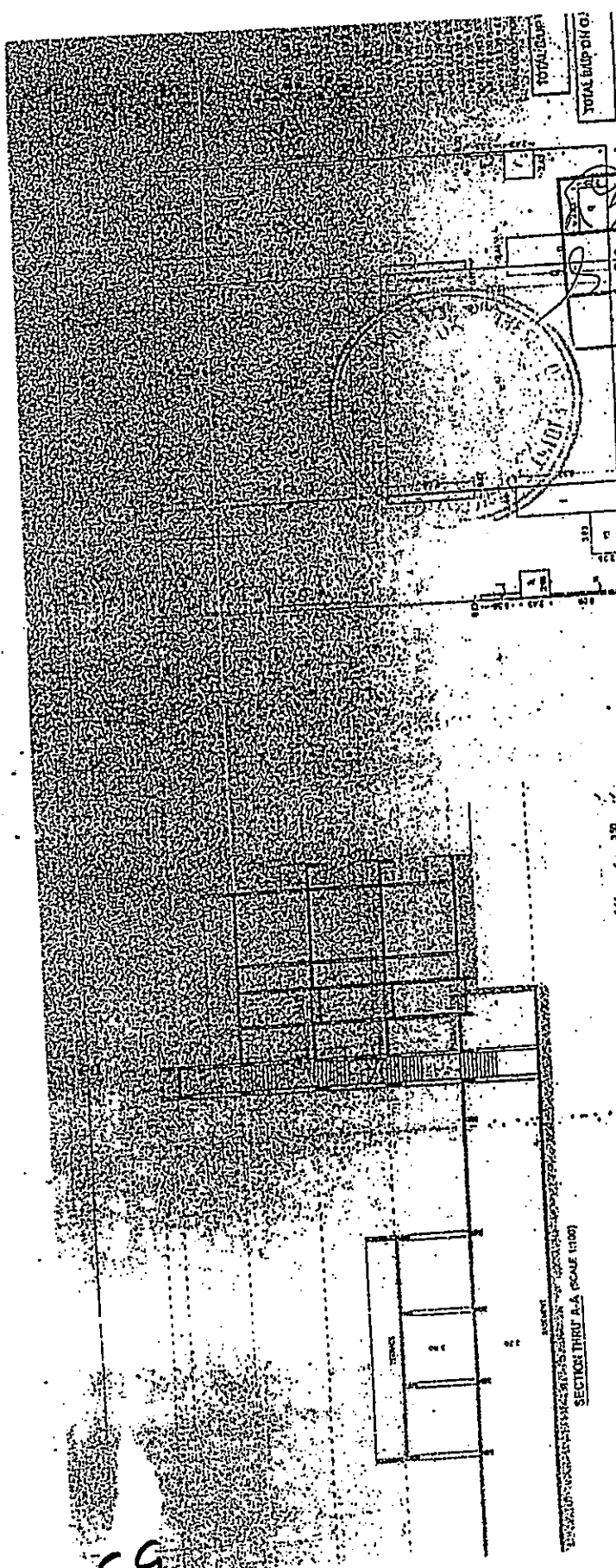
10 / 24 /



FEET SIDE ELEVATION (SCALE 1/8")



ज.स.र. - 3
द.स. 23/08/2024
40-25



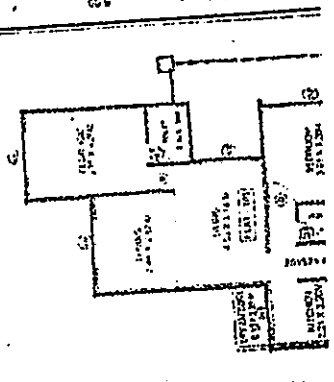
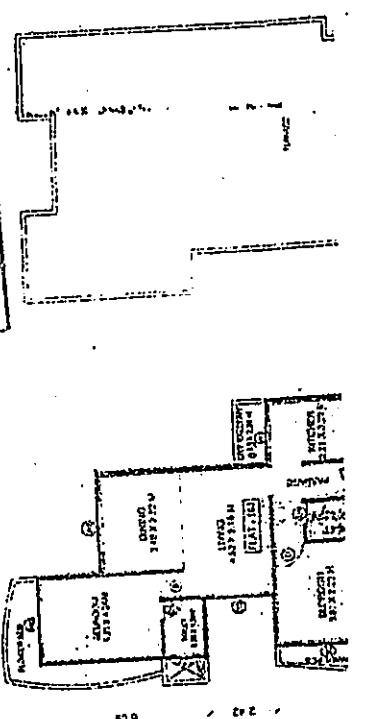
TOTAL BRUSH ON G1
TOTAL BRUSH ON G2

59 → 39
39
335
303
244
155
350

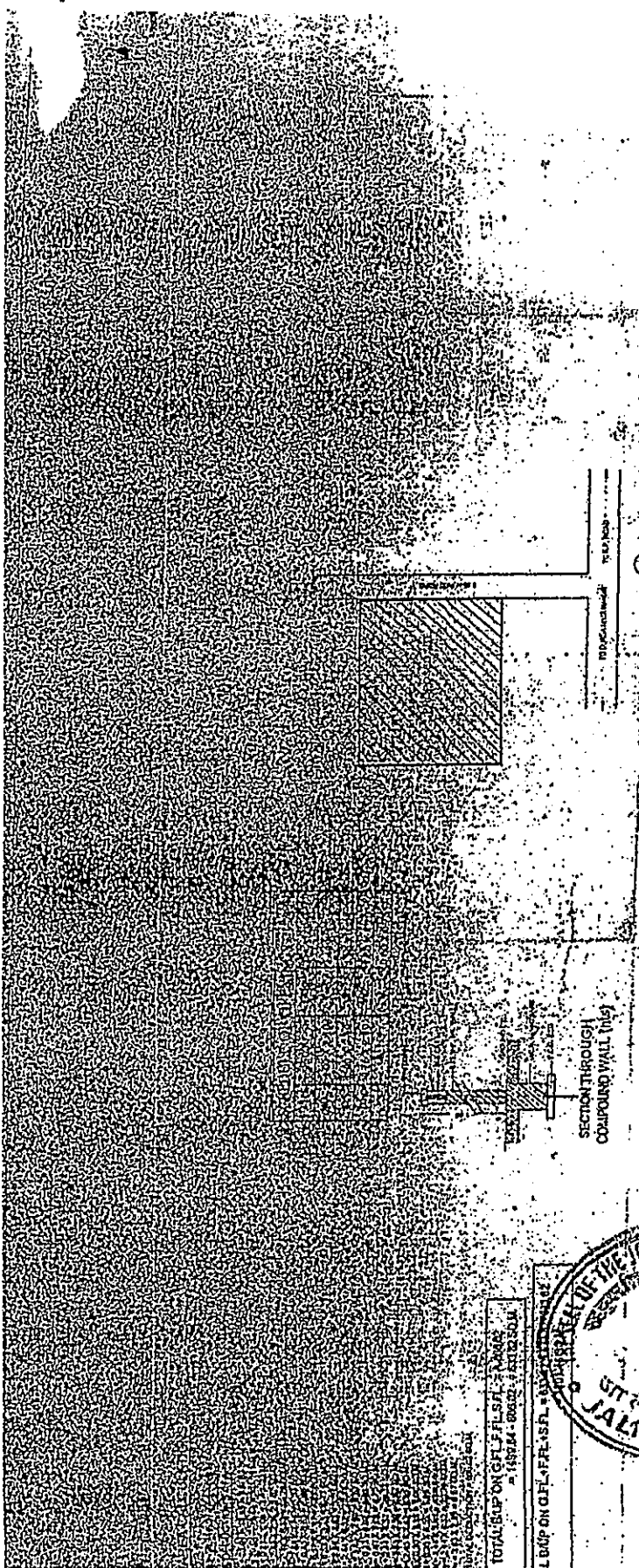
TYPICAL GRADE
AREA RE...

SECTION THRU A-A (SCALE 1/100)

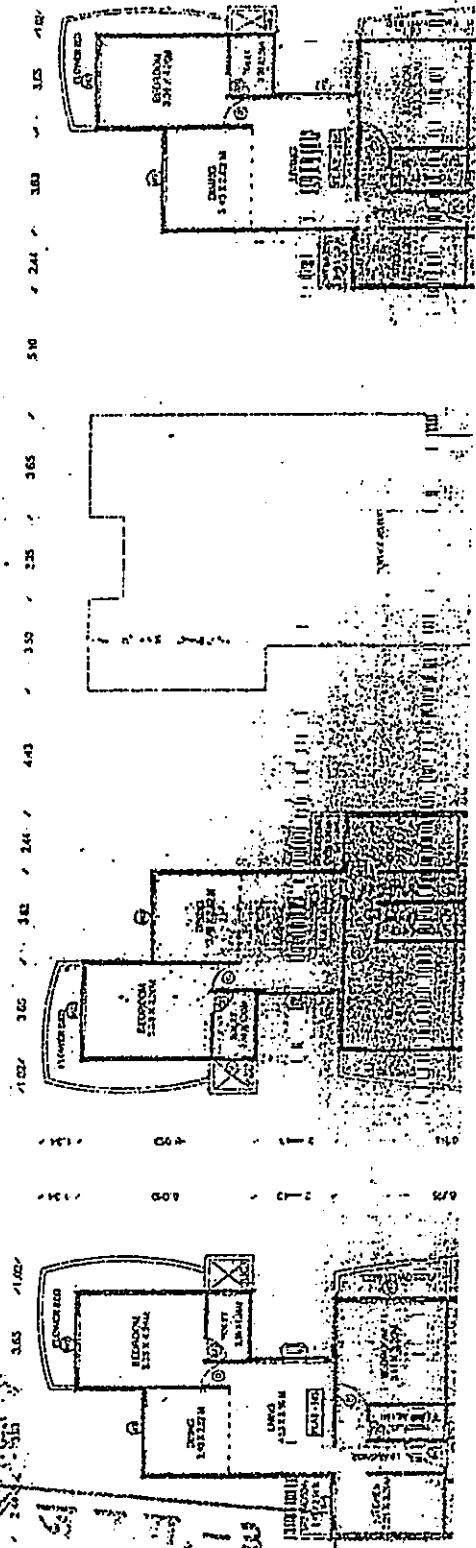
49.11
20.00



59



LOCATION PLAIN NORTH



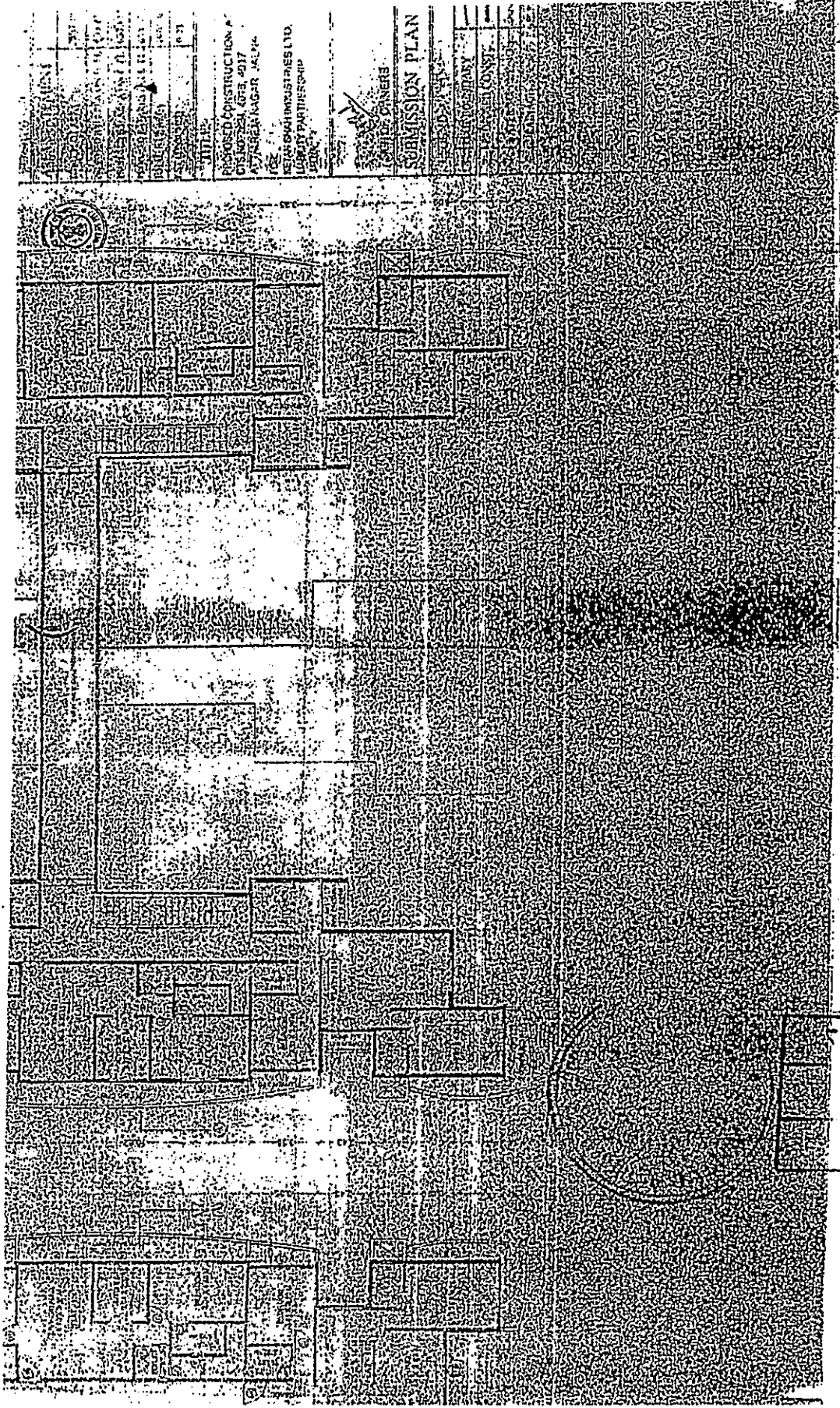
OFFICE OF THE JOINT SUPERVISOR
 JALNA - 9

83/5/8
 5/2

TOTAL SQ. FT. OF FLSH. WALLS
 IN (1974-1982) - 117,350

1. DUP. ON OFF. FILE - 10/1/82

61



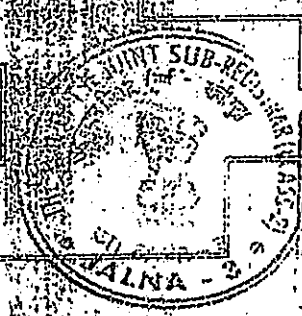
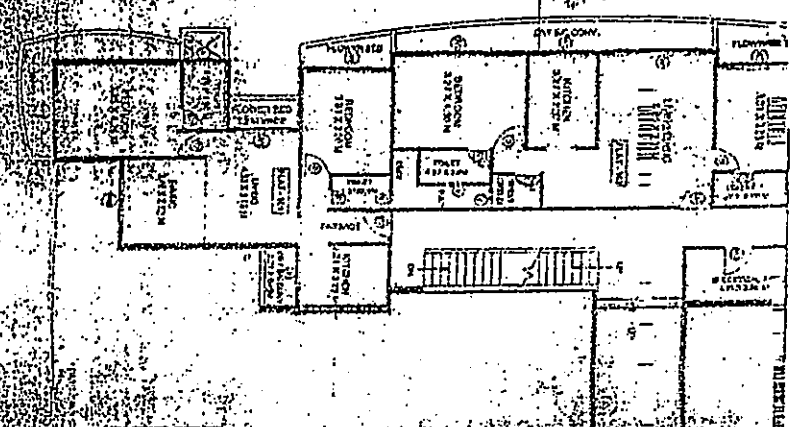
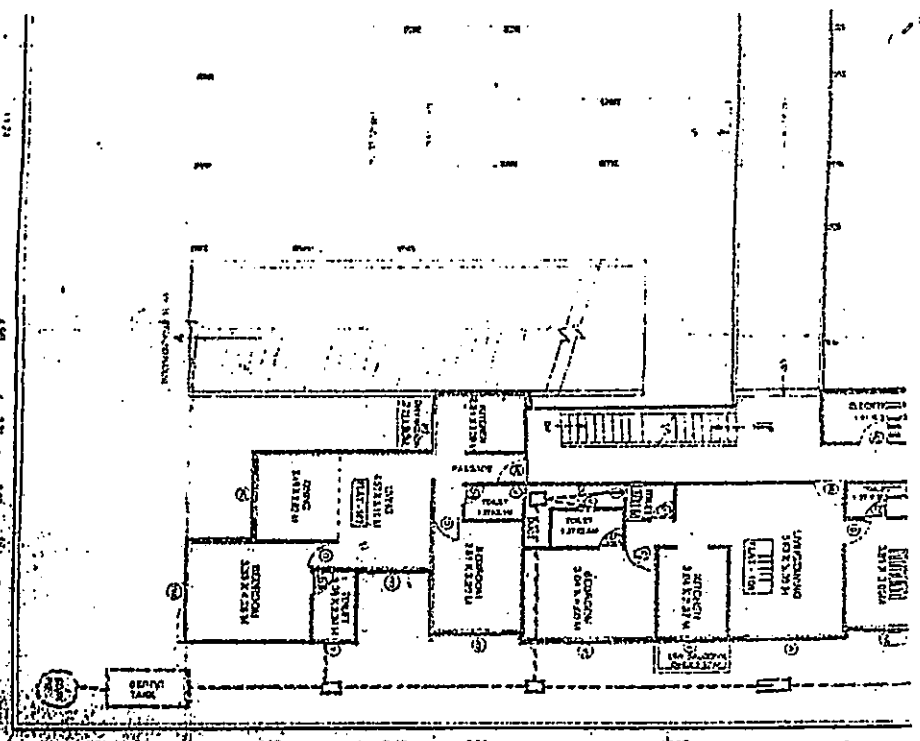
PROPOSED CONSTRUCTION OF
 CHANGSHI AGR. 4917
 PROJECT MANAGER: JACOB
 DESIGNER: CHANGSHI AGR. 4917
 PROJECT NO. 4917
 DATE: 1997

RETAI CHANGSHI AGR. 4917
 LOCALITY PARTNERSHIP
 UNIT 1

ARCHITECTS
 SUBMISSION PLAN

25/08/97
 20-03

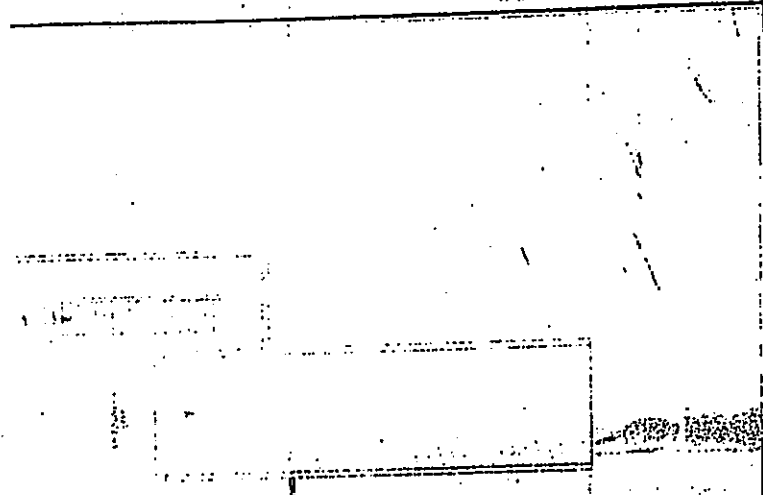
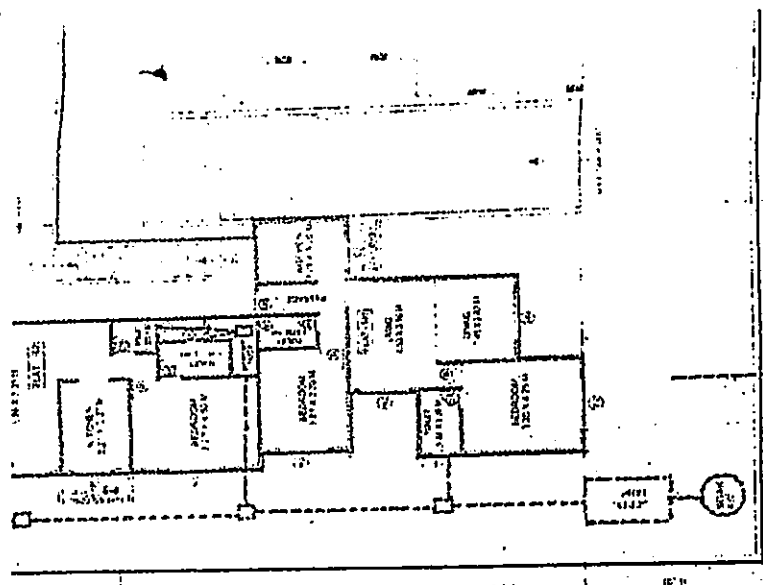
GROUND FLOOR PLAN NORTH



Handwritten notes and signatures in a table-like structure:

Ս. Ս. Ս.	Ս. Ս. Ս.
Ս. Ս. Ս.	Ս. Ս. Ս.

63



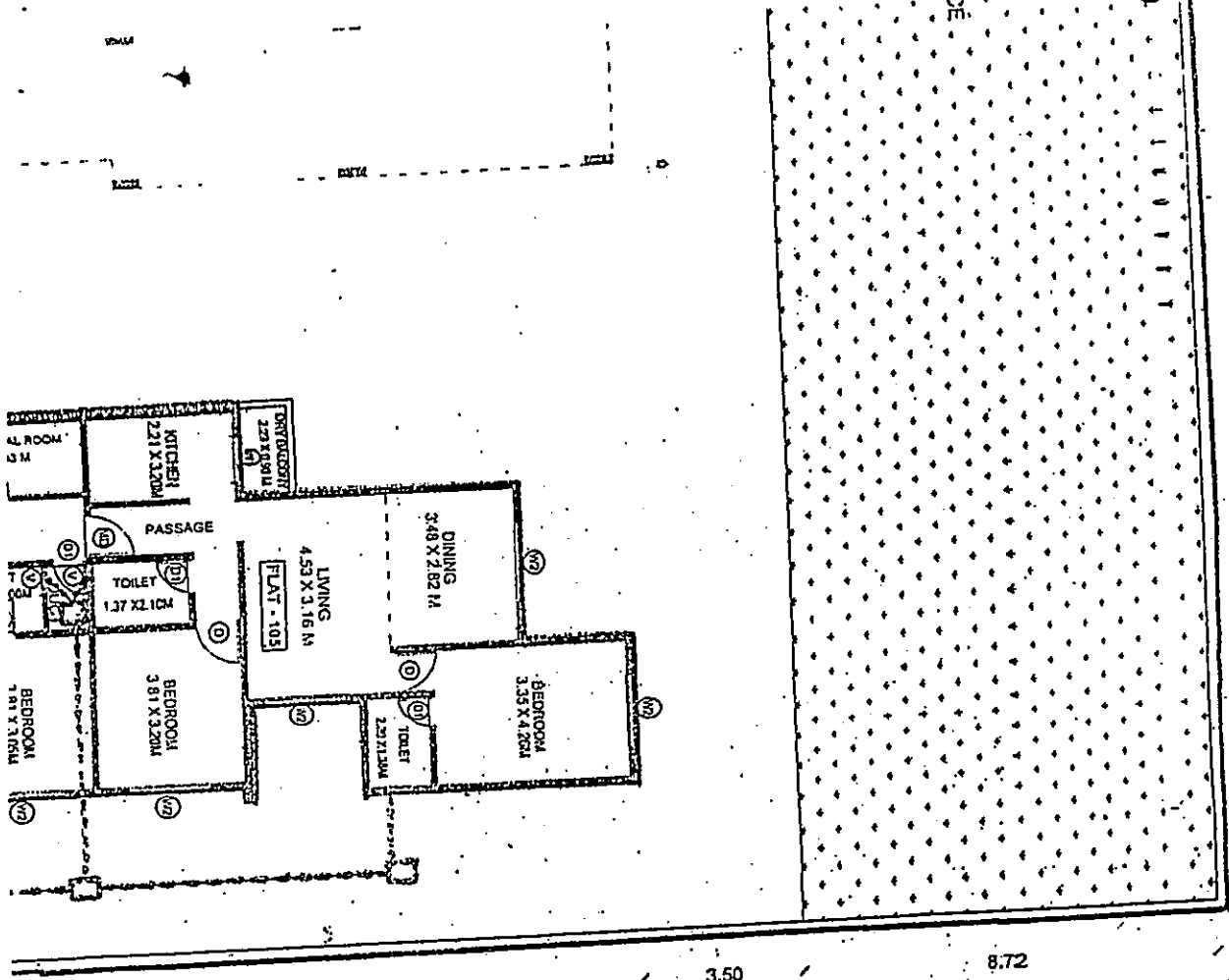
1150
6216 NORTH

BASINENT FLOOR PLAN (SCALE 1:100)

<p>श.म.स. - २०</p> <p>प्लान नं. २३६४/१०१/४</p> <p>५२ ३२</p>

6'

65



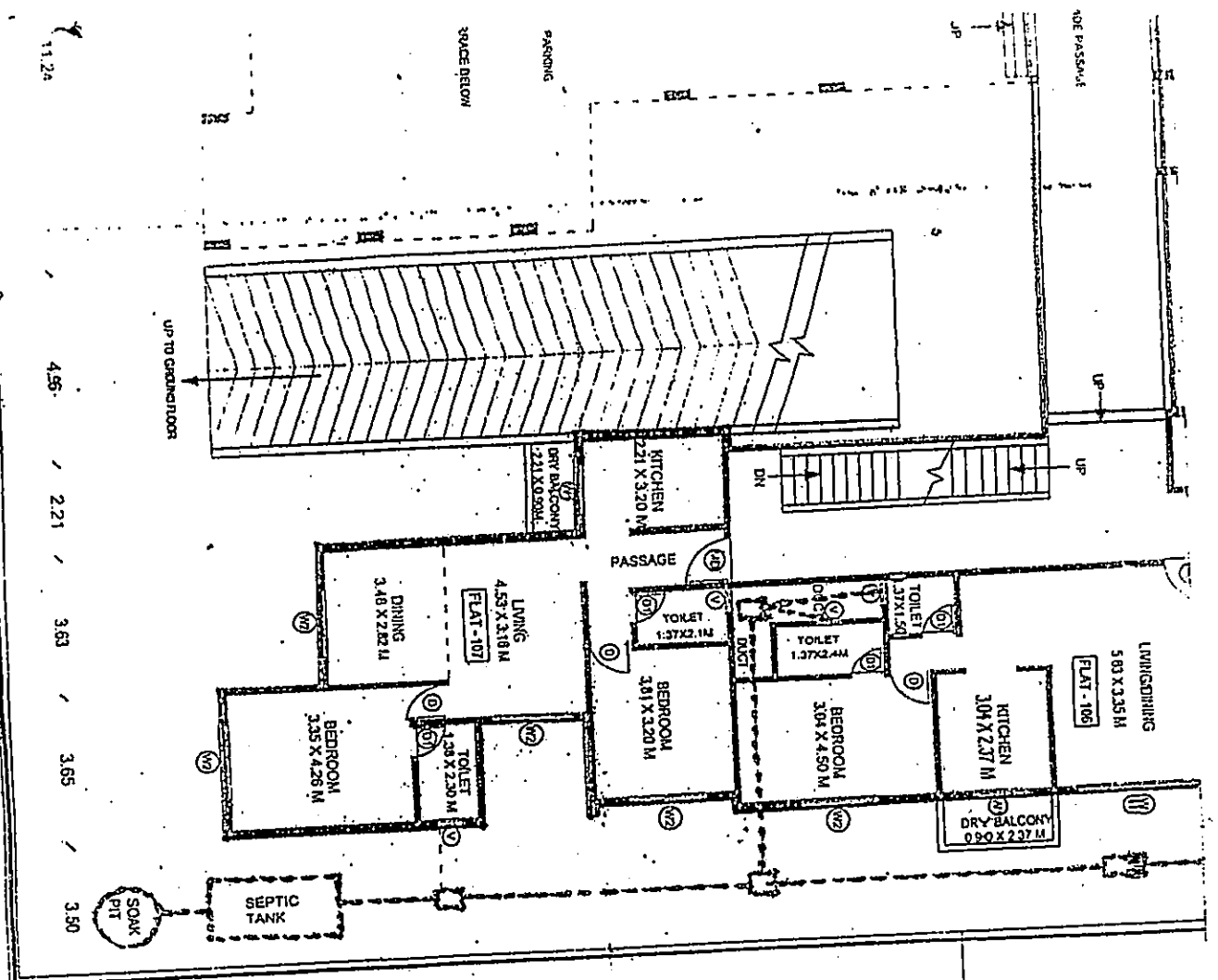
2808/098
 34-34



Town Planner
 Municipal Council, Jerra

APPROVED AS AMENDED IN L.A.S.
 SUBJECT TO CONDITION
 IN THIS OFFICE
 LETTER No. 1000/10/10/10/10/10

AREA STATEMENT	
TOTAL PLOT AREA	458710 SQ.M.
PROPOSED B/U AREA ON G.F.L.	211110 SQ.M.
PROPOSED B/U AREA ON P.F.L.	638720 SQ.M.



47.16
D FLOOR PLAN (SCALE 1:100)

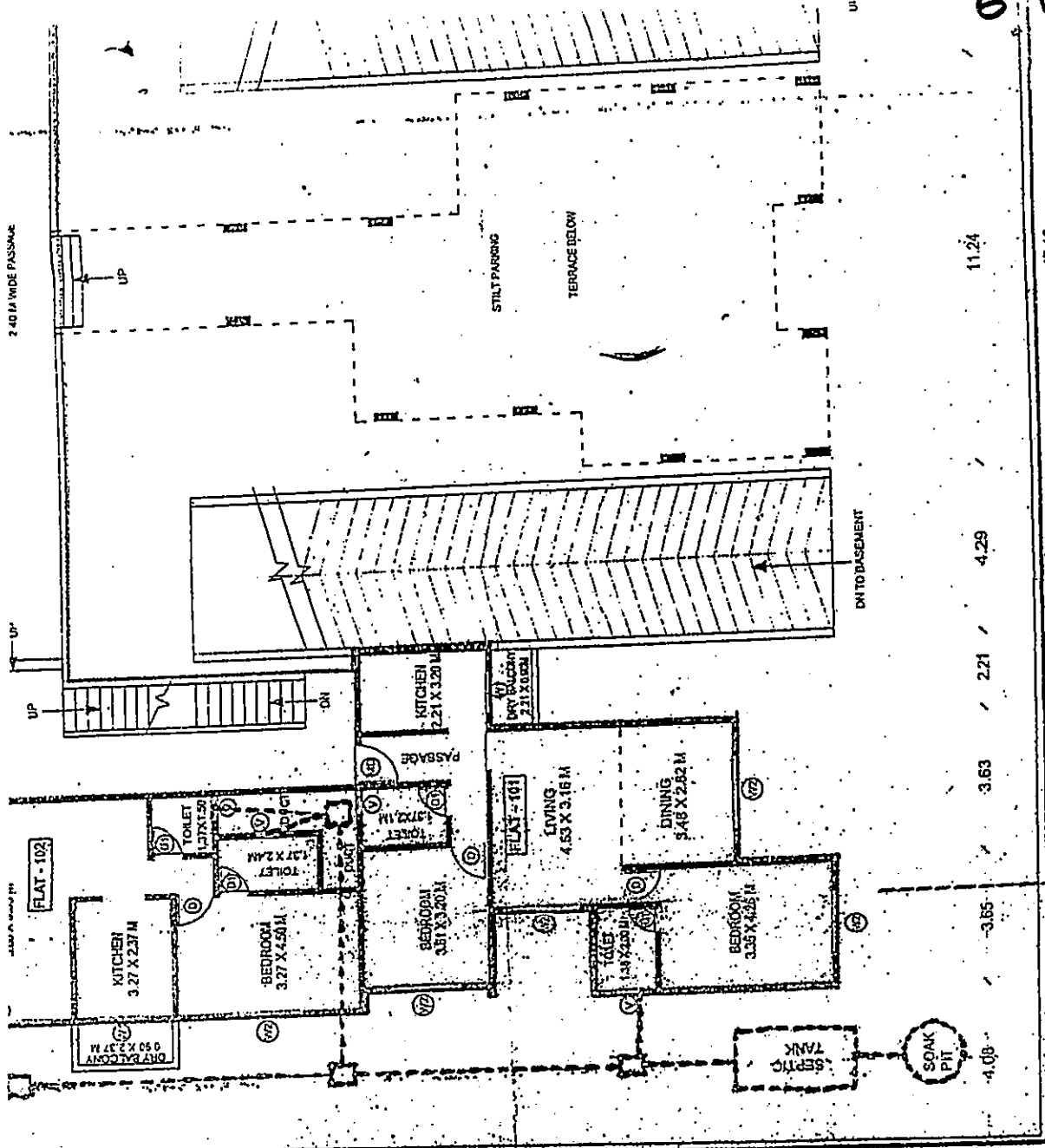
NORTH



Handwritten notes and signatures in a rectangular box, including the name "A.M.T." and other illegible markings.

AREA UNDER CONSTRUCTION	400.00 SQ.M
AREA UNDER OPENSAPCE	400.00 SQ.M
TITLE:-	
PROPOSED CONSTRUCTION AT	
CTS NO. 2894, 4016, 4017,	
AT TALREJA NAGAR, JALNA,	
FOR,	
KETAN SHAH INDUSTRIES LTD,	
LIABILITY PARTNERSHIP	
JALNA.	
SIGN OF OWNERS	
SUBMISSION PLAN	
ENGINEER	
NOTED FOR CONSTRUCTION	
DATE: 20/08/2019	
SCALE: 1:100	
ARCHITECT	
AMIT AGRAWAL	
AND ASSOCIATES	
01/B-3, SAMYAKA, CIDR, CHANAYANA	
PLACE, AURANGABAD	
PH: 0240-2410020, 94222-17907	
e-mail: amgrawal@rediffmail.com	
ARCHITECT: -	
CA/12004	

67



GROUND FLOOR PLAN (SCALE)

47.16



2364/080
 6/5
 6/3



68

CHALLAN
MTR Form Number-6

GRN	MH001752448201415E	BARCODE	1108700.00		Date	12/07/2014 16:54:22	Form ID	25-1
Department	Inspector General of Registration		Payer Details		JALNA			
Type of Payment	Non-Judicial Customer-Direct Payment		AMOUNT	1108700.00	DATE	14/07/2014	(SI-359-2374)	
Sr.No.	Deface Number 90060401/201415		Seven Hundred and Eighty One Thousand		PAN No. (If Applicable) ACOFS7130F			
Office Name	JLN1_HQR SUB REGISTRAR JALNA 1		Full Name		Shree Osiya Builders			
Location	JALNA		Flat/Block No.		CTS No. 4016 4017 And 2894			
Year	2014-2015 One Time		Premises/Building		Road/Street			
Account Head Details			Amount in Rs.	1108700.00	Area/Locality			
0030046401	Sale of NonJudicial Stamp				Town/City/District			
					PIN			
					Remarks (If Any)			
					PAN2=AALFK5144Q-PN=Ketan Shah Indus			
					tries L L P-CA=22173000			
Total			1108700.00	Words	Eleven Lakh Eight Thousand Seven Hundred Rupees Only			
Payment Details			BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK			
Cheque/DD Details			Bank CIN	REF No.	02300042014071217039	179923698		
Cheque/DD No			Date		12/07/2014-16:53:19			
Name of Bank			Bank-Branch		BANK OF MAHARASHTRA			
Name of Branch			Scroll No. , Date		40714 , 14/07/2014			

Mobile No. : 9028902890



ज. न. न. - 3
 2301608
 46-- 33

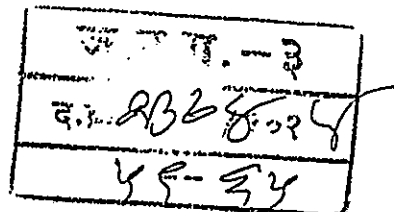


CHALLAN
MTR Form Number-6

69

GRN	MH001752486201415E	BARCODE	71 7175 40161617 1028 0000 0000 0000 0000				Date	12/07/2014-16:58:01	Form ID	25.1
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Registration Fees			TAX ID (If Any)						
	Ordinary Collections IGR			PAN No. (If Applicable)	ACOF57130F					
Office Name	JLN1_HQR SUB REGISTRAR JALNA 1			Full Name	Shree Olya Builders					
Location	JALNA			Flat/Block No.	CTS No. 4016 4017 And 2894					
Year	2014-2015 One Time			Premises/Building						
Account Head Details	Amount In Rs.			Road/Street	2587.1 Sq. M					
0030063301	Amount of Tax		30000.00	Area/Locality	Jalna					
				Town/City/District						
				PIN	4	3	1	2	0	3
				Remarks (If Any)	PAN2=AALFK5144Q-PN=Ketan Shah Indus tries L L P-CA=22173000					
				Amount In.	Thirty Thousand Rupees Only					
Total			30000.00	Words						
Payment Details	BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK						
Cheque-DD Details	Bank CIN	REF No.	02300042014071217049		179924535					
Cheque/DD No				Date	12/07/2014-16:57:28					
Name of Bank				Bank-Branch	BANK OF MAHARASHTRA					
Name of Branch				Scroll No. , Date	Not Verified with Scroll					

Mobilo No. : 9028902690





CHALLAN
MTR Form Number-6

70

GRN	MH001752486201415E	BARCODE	Date 12/07/2014 16:58:01		Form ID	25.1	
Department	Inspector General of Police	Type of Challan		REGISTRATION FEE	DATE 14/07/2014		
Office Name In words		Amount In Rs.		PAN No. (If Applicable)	ACCF87130F		
JLN1_HQR SUB REGISTRAR JALNA 1		30000.00		Full Name	Shree Osiya Builders		
Location	JALNA	Year		Flat/Block No.	CTS No. 4016 4017 And 289-1		
2014-2015 One Time		Account Head Details		Premises/Building	Road/Street		
0030063301 Amount of Tax		30000.00		2587.1 Sq. M		Area/Locality	
				Jalna		Town/City/District	
				PIN		4 3 1 2 0 3	
				Remarks (If Any)			
				PAN2=AALFK5144Q-PN=Ketan Shah Indus			
				tries L L P-CA=22173000			
				Amount In	Thirty Thousand Rupees Only		
Total		30000.00	Words				
Payment Details			BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK
Cheque/DD Details			Bank CIN	REF No.	02300042014071217049	179924535	
Cheque/DD No			Date	12/07/2014-16:57:28			
Name of Bank			Bank-Branch	BANK OF MAHARASHTRA			
Name of Branch			Scroll No. , Date	40714 , 14/07/2014			

Mobile No. : 9028902690



ज. न. र. - 3
द. 14/07/2014
59-32

359/2374

सोमवार, 14 जुलै 2014 2:49 म.नं.

दस्त गोषवारा भाग-1

जनग3

दस्त क्रमांक: 2374/2014

दस्त क्रमांक: जनग3 /2374/2014

वाजार मूल्य: रु. 2,21,73,000/- मोवदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.11,08,700/-

दु. नि. सह. दु. नि. जनग3 यांचे कार्यालयात

अ. क्र. 2374 वर दि.14-07-2014

रोजी 2:47 म.नं. वा. हजर केला.

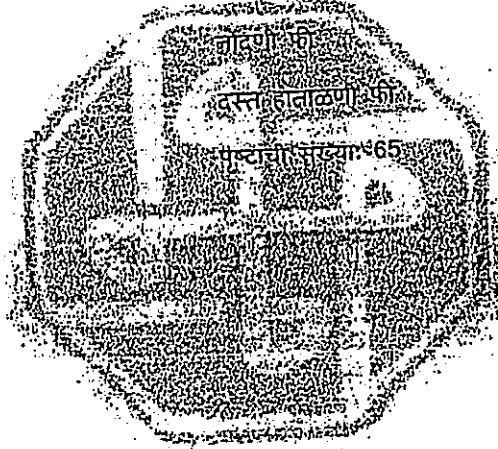
पावती:2376

पावती दिनांक: 14/07/2014

सादरकरणाराचे नाव: श्री ओसीया बिल्डर्स पार्टनरशीप फर्म
तर्फे भागीदार - राजेश शांतीलाल समदरीया

दस्त हजर करणाऱ्याची सही:

Sub Registrar Jalna 3



रु. 30000.00

रु. 1300.00

एकुण: 31300.00

Sub Registrar Jalna 3

दस्ताचा प्रकार: डेव्हलपमेंट अॅग्रीमेंट

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश विकास प्राधिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष वाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

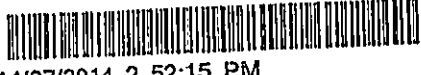
शिकका क्र. 1 14 / 07 / 2014 02 : 47 : 13 PM ची वेळ: (सादरीकरण)

शिकका क्र. 2 14 / 07 / 2014 02 : 47 : 42 PM ची वेळ: (फी)



72

Summary-2



14/07/2014 2 52:15 PM

दस्त गोपवारा भाग-2

जनग3

दस्त क्रमांक:2374/2014

दस्त क्रमांक :जनग3/2374/2014
दस्ताचा प्रकार :-डेव्हलपमेंट अॅप्रीमेंट

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री ओसीया विल्डर्स पार्टनरशीप फर्म तर्फे भागीदार - राजेश शांतीलाल समदरीया पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: . ब्लॉक नं: ., रोड नं: गुरुदेव रेसीडेन्सी, सेंट जॉन्स शाळेजवळ, जालना ता. जि. जालना, महाराष्ट्र, जालना. पॅन नंबर:ACOF57130F	लिहून घेणार वय :-49 स्वाक्षरी:-		
2	नाव:श्री ओसीया विल्डर्स पार्टनरशीप फर्म तर्फे भागीदार - अंकुश मुकेश गुप्ता पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: . ब्लॉक नं: ., रोड नं: गुरुदेव रेसीडेन्सी, सेंट जॉन्स शाळेजवळ, जालना ता. जि. जालना, महाराष्ट्र, जालना. पॅन नंबर:ACOF57130F	लिहून घेणार वय :-25 स्वाक्षरी:-		
3	नाव:केतन शहा इंडस्ट्रीज एल.पी.ए. तर्फे भागीदार - केतन विनोदकुमार शहा व.प्रतिभा विनोद शहा वय :- 33 यांचे तर्फे दस्त सादर करणारा विनोद शहा भरतकुमार शहा पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: . ब्लॉक नं: ., रोड नं: नाथनगर, जालना, जालना. ता. जि. जालना, . पॅन नंबर:AALFK5144Q	लिहून घेणार वय :- 33 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथित डेव्हलपमेंट अॅप्रीमेंट चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिकका क्र.3 ची वेळ:14 / 07 / 2014 02 : 49 : 19 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवित्तात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:अमोल जयप्रकाश देशमुख
वय:38
पत्ता:जालना ता जि जालना

छायाचित्र

अंगठ्याचा ठसा

स्वाक्षरी



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 तिथि क्र.: 39म
 Regn.: 39M
 तिनांक: 26/04/2016

359/1683
 Tuesday, April 26, 2016
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भावे वा: जाला (त"प")
 दस्तवेवावा अक्रमांक: जाला-1683-2016
 दस्तवेवावा प्रकार: 65-युक्त वृत्ती पर
 सादर करणाऱ्याचे नाव: श्री श्रीधर विठ्ठल पाटील/श्रीधर रमेश भागवत - राजेश

श्रीधर रमेश भागवत .
 नोंदणी क्र
 दस्तवेवावा क्र: 55
 पत्रांची संख्या: 55

रुपय: ₹. 1200.00

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 Sub-Registrar, Jalga 3

वाजार मूल्य: ₹. 0/-
 भरलेले मूद्रांक शुल्क: ₹. 500/-
 मीमाणा: ₹. 0/-

1) दस्तवेवावा प्रकार: eChallan क्रमांक: ₹. 100/-
 ईडी/युनाईटेड ऑर्डर क्रमांक: MH000511447201617E दिनांक: 26/04/2016
 दस्तावेज वाढवण्यात येत आहे.
 2) दस्तवेवावा प्रकार: By Cash क्रमांक: ₹. 1100/-

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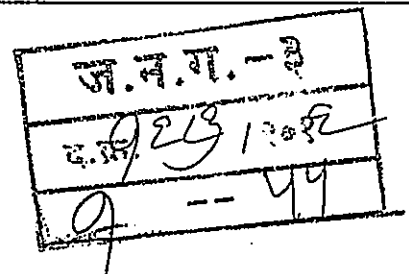
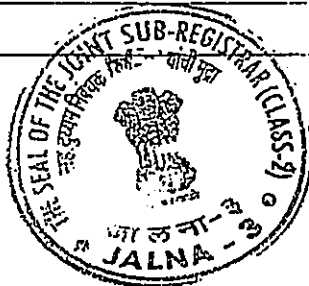


CHALLAN
MTR Form Number-6

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IN	MH000511447201617E	BARCODE	[Barcode]				Date	25/04/2016-16:16:26	Form ID	25.1		
Department	Inspector General Of Registration				Payer Details							
Mode of Payment	Stamp Duty				TAX ID (If Any)							
	Registration Fee				PAN No. (If Applicable)							
Office Name	JLN1_HQR SUB REGISTRAR JALNA 1				Full Name		SHREE OSIYA BUILDERS THROUGH R					
Location	JALNA						AJESH S SAMDARIYA AND OTHER					
Year	2016-2017 One Time				Flat/Block No.		CTS NO. 4016,4017 AND 2894					
Account Head Details				Amount In Rs.	Premises/Building							
10046401 Stamp Duty				500.00	Road/Street		893.6 SQ.MT.810.00 SQ. MT.AND 883.5 S					
10063301- Registration Fee				100.00	Area/Locality		JALNA					
					Town/City/District							
					PIN		4	3	1	2	0	3
					Remarks (If Any)							
					SecondPartyName=KETAN SHAH INDUSTRI							
					ES LLP THROUGH KETAN V SHAH AND OTH							
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					Amount In	Six Hundred Rupees Only						
				600.00	Words							
Payment Details				BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	REF No.	02300042016042533462		332258738				
Cheque/DD No				Date		25/04/2016-16:15:41						
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA						
Name of Branch				Scroll No. . Date		Not Verified with Scroll						

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DEED OF RECTIFICATION OF DEVELOPMENT AGREEMENT

This Rectification Deed is made, executed and entered into at Jalna on this 26 day of April, 2016.

BY AND BETWEEN

Ketan Shah Industries Limited Liability Partnership.
A partnership firm
Having its office at CTS No. 4088/6, Nath Nagar,
Mantha Road, Jalna- 431203,
Pan No. AALFK- 5144Q.
Through its Designated partners

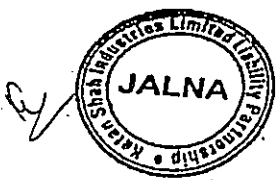
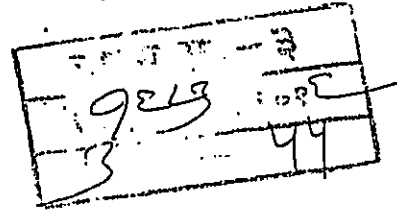
1. Shri. Ketan Vinodkumar Shah,
Age : 42 Years, Occ. Business,
R/o Plot No. 4088/6, Nath Nagar, Mantha
Road, Jalna- 431203.
2. Smt. Radhika Ketan Shah,
Age : 42 Years, Occ. Business,
r/o Plot No. 4088/6, Nath Nagar,
Mantha Road, Jalna- 431203.

Hereinafter referred to as "The Owner"
(Which expression shall, unless repugnant to the context and meaning
thereof, be deemed to mean and include all his successors, heirs,
executors, administrators and assigns etc.) of FIRST PART.

AND

Shree Osiya Builders,
A partnership firm
Having its office at Gurudev Residency, Ground Floor, Opp. St. Johns
School, Jalna Pan No. ACOFS 7130F.
Through its partners.

1. Shri. Rajesh S/o Shantilal Samdariya,
Age : 49 Years, Occ. Business
R/o Gurudev Residency, Ground Floor
Opp. St. Johns School, Jalna.
2. Shri. Ankush S/o Mukesh Gupta
Age : 25 Years, Occ. Business
R/o Gurudev Residency, Ground Floor,
Opp. St. Johns School, Jalna.



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Hereinafter referred to as "THE DEVELOPER"
(Which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include its successors, heirs, executors, administrators and assigns etc all) of SECOND PART.

WHEREAS, the owners and possessors of Plot bearing (1) CTS No. 4016 admeasuring 893.6 Sq. Mtrs (2) CTS No. 4017 admeasuring 810 Sq. meters and (3) CTS No. 2894 admeasuring 883, 5 Sq. Mtrs and situated at Talreja Nagar, Tq. & Dist. Jalna. The above stated plots bearing CTS No. 4016, 4017 and 2894 totally admeasured 2587.1 Sq. Meters.

AND WHEREAS, the owners and developers entered into development dated 10th day July 2014, registered at daybook serial No. 2374/ 2014 with the office of Sub Registrar Jaina No-III on 14.07.2014 whereby the owners granted development rights to the developer for carrying out construction over the said plots No. 4016, 4017 and 2894 situated at Taljera Nagar, Tq & Dist. Jalna.

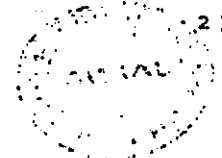
In pursuance of said development agreement the developer obtained permission from the Jalna Municipal Council dated 10/08/2012 bearing permission No. PBC/357/2012 in file No. PBC A.R./624/2011 for carrying out residential building consisting of 47 independent flats. The said building consist of basement + five floors.

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AND WHEREAS, as per the terms of the development agreement it was agreed that the developer will carry out construction over the said plots in all respects as per the terms of development agreement and the owners and the developer shall jointly sell the said independence flat to the prospective purchase. It was further agreed that the share of the owner and the developer in the project will be 50% each and the sale proceed will also be divided amongst them in the said ratio.

AND WHEREAS the developer has commenced construction work of the building as per the terms and conditions of the development agreement.

AND WHEREAS the project named and styled as "Krishna residency"



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AND WHEREAS, for diverse reason the owner and developer have mutually decided to divide the units in the building named and style as Krishna Residency being constructed on plots No. 4016, 4017 and 2894 situated at Tareja Nagar, Jalna within the limits of Jalna Municipal Council in the manner stated herein below.

The parties are desirous of reducing this Deed of Rectification in writing.

NOW THIS DEED OF RECTIFICATION WITNESSETH AS UNDER :

1. That, the recitals mentioned hereinabove shall form integral portion of the operative part hereof.
2. The 47 Flats in Krishan Residency being constructed on plot bearing CTS No. 4016, 4017 and 2894 situated at Talreja Nagar, Talreja & Dist. Jalna within the limits of Jalna Municipal Council are divided amongst the owners and developers in following manner.

FLATS ALLOTTED TO THE DEVELOPER

Sr. No.	Flat No.	BHK	Floor	Carpet area
1.	Flat No. 4	3 BHK	Ground Floor	118.00 Sq.M
2.	Flat No. 5	2 BHK	Ground Floor	78.78 Sq. M.
3.	Flat No. 6	2 BHK	Ground Floor	77.17 Sq.M.
4.	Flat No. 7	2 BHK	Ground Floor	78.70 Sq.M.
5.	Flat No. 105	2 BHK	First Floor	78.70 Sq.M.
6.	Flat No. 106	2 BHK	First Floor	77.17 Sq.M.
7.	Flat No. 107	2 BHK	First Floor	78.70 Sq.M
8.	Flat No. 205	2 BHK	Second Floor	78.70 Sq.M.
9.	Flat No. 206	2 BHK	Second Floor	77.17 Sq.M.
10.	Flat No. 207	2 BHK	Second Floor	78.70 Sq.M.
11.	Flat No. 304	3 BHK	Third Floor	118.00 Sq.M.
12.	Flat No. 305	2 BHK	Third Floor	78.70 Sq.M.
13.	Flat No. 306	2 BHK	Third Floor	77.17 Sq.M.
14.	Flat No. 307	2 BHK	Third Floor	78.70 Sq.M.
15.	Flat No. 404	3 BHK	Forth Floor	118.00 Sq.M.
16.	Flat No. 405	2 BHK	Forth Floor	78.70 Sq.M.
17.	Flat No. 406	2 BHK	Forth Floor	77.17 Sq.M.
18.	Flat No. 407	2 BHK	Forth Floor	78.70 Sq.M.
19.	Flat No. 408	3 BHK	Forth Floor	118.00 Sq.M.
20.	Flat No. 505	2 BHK	Fifth Floor	78.70 Sq.M.
21.	Flat No. 506	2 BHK	Fifth Floor	77.17 Sq.M.

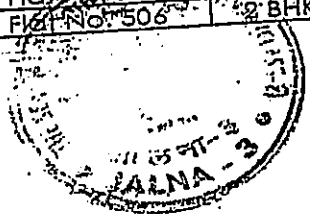
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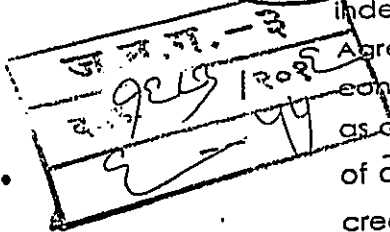
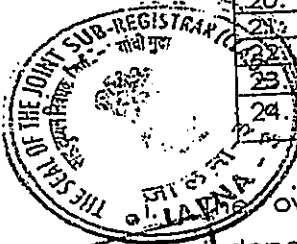
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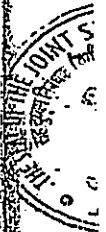
22.	Flat No. 507	2 BHK	Fifth Floor	78.70 Sq.M.
23.	Flat No. 508	3 BHK	Fifth Floor	118.00 Sq.M.

FLATS RETAINED BY THE OWNERS

Sr. No.	Flat No.	BHK	Floor	Carpet area
1.	Flat No. 1	2 BHK	Ground Floor	78.70 Sq.M.
2.	Flat No. 2	2 BHK	Ground Floor	77.17 Sq. M.
3.	Flat No. 3	2 BHK.	Ground Floor	78.70 Sq.M.
4.	Flat No. 101	2 BHK	First Floor	78.70 Sq. M.
5.	Flat No. 102	2 BHK	First Floor	77.17 Sq. M.
6.	Flat No. 103	2 BHK	First Floor	78.70 Sq. M.
7.	Flat No. 104	3 BHK	First Floor	118.00 Sq. M.
8.	Flat No. 108	3 BHK	First Floor	118.00 Sq. M.
9.	Flat No. 201	2 BHK	Second Floor	78.70 Sq. M.
10.	Flat No. 202	2 BHK	Second Floor	77.17 Sq. M.
11.	Flat No. 203	2 BHK	Second Floor	78.70 Sq. M.
12.	Flat No. 204	3 BHK	Second Floor	118.00 Sq.M.
13.	Flat No. 208	3 BHK	Second Floor	118.00 Sq.M.
14.	Flat No. 301	2 BHK	Third Floor	78.70 Sq. M.
15.	Flat No. 302	2 BHK	Third Floor	77.17 Sq. M.
16.	Flat No. 303	2 BHK	Third Floor	78.70 Sq.M.
17.	Flat No. 308	3 BHK	Third Floor	118.00 Sq. M.
18.	Flat No. 401	2 BHK	Forth Floor	78.70 Sq. M.
19.	Flat No. 402	2 BHK	Forth Floor	77.17 Sq. M.
20.	Flat No. 403	2 BHK	Forth Floor	78.70 Sq. M.
21.	Flat No. 501	2 BHK	Fifth Floor	78.70 Sq. M.
22.	Flat No. 502	2 BHK	Fifth Floor	77.17 Sq. M.
23.	Flat No. 503	2 BHK	Fifth Floor	78.70 Sq. M.
24.	Flat No. 504	3 BHK	Fifth Floor	118.00 Sq. M.



owners will be at liberty to sell/transfer/alienate the 24 independent flats coming in their 50% share under Development Agreement r/w the present Deed of Rectification for such consideration the owners deems fit and enter into agreements such as agreement to sell/Sale Deeds, transfer deeds, lease deed, deed of assignment, Leave and License and/or any other instrument to create rights of third parties in respect of flats coming in the share of the owners, to deliver possession of the unit and receive consideration thereof respective units and the developer will have no to raise any objection in respect of same.



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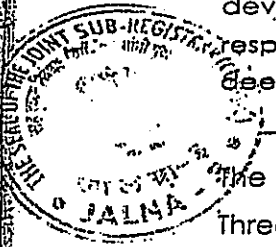
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ii. Similarly, the developer will be at liberty to sell/transfer/allenate the 23 flats coming in their 50% share under the Development Agreement, r/w present Deed of Rectification and enter into agreements such as agreement to sell/Sale Deeds, transfer deeds, mortgage, lease deed, Deed of assignment, Leave and License and/or any other instrument to create rights of third parties in respect of flats coming in the share of developer, for such consideration it deems fit and receive consideration for the same and the owner will have no right to object in respect of same. The developer is entitle to deliver the possession of the and flats coming to his share to third parties/ prospective purchaser.

iii. The developer shall hand over vacant and peaceful possession of the 24 Flats allotted in the share of the owners as per the specification mentioned in the development agreement in accordance to the sanctioned building plans and after obtaining completion certificate from the Jalna Municipal Council.

iv. The developer shall, obtained occupancy certificate/ completion certificate from the Jalna Municipal Council in respect of Krishna Residency being construction on plot bearing No. CTS No. 4016, 4017 and 2894 situated at Talraja Nagar, Tq & Dist. Jalna within the limits of Jalna Municipal Council within the period of 270 days from the date of the present Deed of Rectification. The owners and the developer will be responsible for payment of service tax and Vat, in respect of the respective flats allotted to them under the present of deed of rectification.

The owner has further assures and represents that the above said Three properties are clear and marketable and free from all kinds of encumbrances, charges and reasonable doubts and the owner has full right to give the said plots on development and said properties are not subject to matter of any litigations, acquislions and or reservations.

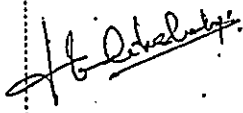
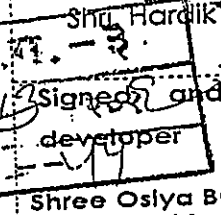
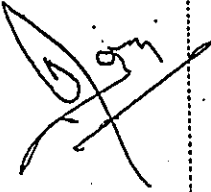


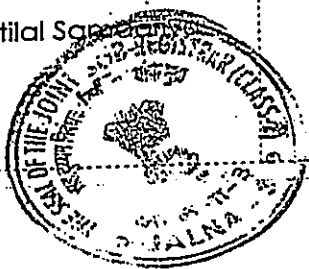
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- vi. The owner and developer will be responsible to collect the corpus fund required for the maintenance of the project from prospective purchaser and to deposit the said amount corpus fund with the society/ Association of flats owners.
- vii. It is further agreed that it shall not be necessary for the developer and the owners to obtain consent of each other for alienating/transferring/mortgaging the Bungalows and flats allotted to the owners and developers.
- viii. All the other terms and condition of the Development Agreement dated 10th July 2014 shall remain as they are.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS DEED OF RECTIFICATION ON THE DAY AND DATE MENTIONED HEREINABOVE.

Signed and Sealed by withinnamed Owner	Signature	Photo
Ketan Shah Industries Limited Liability Partnership Through its Authorized Signatory (Resolution Attached) Shri. Hardik Bharat Kumar Shah,		
 Signed and Sealed by withinnamed developer Shree Osiya Builders, A partnership firm Through its partner. 1. Shri. Rajesh S/o Shantilal Sarda		



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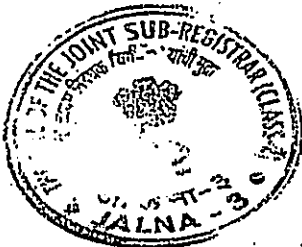
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OF

2. Shri. Ankush S/o Mukesh Gupta		
Witnesses		
1. Name : Shri Amol Jayprakash Deshmukh Address : Siddhkala, Kanchannagar, Ambad Road, Jalna- 431203		
2. Name Mukesh D. Gupta Address Pralishadnagar, Jalna - 431203		



ज.न.ग. - ३
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९ - ११

मालमत्ता पत्रक

जालना		तालुका/न.भु.मा.का. -- जालना		जिल्हा -- जालना	
सं. क्र.	वर्ग क्र.	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपशीलाची नियत वेळ	
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धारक [श्री. आर्जुनदास कवचुभवन.] [दस्तावेज सं. २२२, दिनांक १-२-१९७४ ई.]					

क्र.सं.	पंढ क्रमांक	नविन धारक (१) पंढदार (२) किंवा फेर (३)	मालमत्ता
२०१		[श्री. आर्जुनदास कवचुभवन.] फ.क्र. २६१२४ मं.कम]	३३०
२०४		मोगा :- श्री. आर्जुनदास कवचुभवन गेहो घांती देवगिरी, नागरी सह.बँक लि.शा. जालना धारण र.क्र. २५,००,०००/- फर्ज घेतले.	१ पु.ज. जालना १०/११/२००४ १०/११/२००४
२०६	बँकचे पत्र दि. २२-७-०० ३१/०३/२००६	फे.क्र. २६४७० नं.कमा देवगिरी नागरी सह.बँक शा.जालना	५.०५०००० २४/०७/२००६ ३१/०३/२००६
२०७		घा केतन राहा इंडस्ट्रीज एल.एल. पी.तर्फे हादीक भरतकुमार	१.२५०००० २३/०७/२००६ २३/०७/२००६



ज.न.म. -- ३
२९५१/२०१२
०१९--५५

संगणका प्रमाणे नक्कल

१) अर्जदाराचे नाव. ३३०	२) अर्ज प्राप्त दिनांक. २४.१.२०१२	३) अर्ज निकाली दिनांक. २४.१.२०१२	४) नक्कल फि. ५०	५) कागद फि. १	६) प्रकण फि. ७
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मुख्यमाली सहायक
उप-अधीक्षक भूमि अधिकारी
जालना

86

पं. नं.	१२३
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10

LLPIN: AAA-4926

Ketan Shah Industries Limited Liability Partnership 90

Plot No. 4088/6, Nath Nagar, Mantha Road, JALNA - 431 203.

Telefax : 02482 - 243234

Relevant extracts of the minutes of the proceedings of the meeting of the Designated Partners of Ketan Shah Industries Limited Liability Partnership, held on 18th April, 2016 at 11.30 am at the office at 4088/6, Nath Nagar, Mantha Road, Jalna - 431 203 (MS).

AUTHORITY TO ENTER INTO DEVELOPMENT AGREEMENT

"Resolved That the Designated Partners be and are hereby decided to enter into Development Agreement with M/s Shr Osiya Builders for development of land bearing CTS No.2894, 4016 & 4017 situated at Talreja Nagar, Near Mission Hospital, Jalna on the terms and conditions contained in the draft Agreement placed before the board and Initialed by the Chairman for the purpose of identification.

Resolved Further that, Mr Hardik Shah, Authorised Representative of the LLP be and are hereby authorized to sign the Development Agreement on behalf of the LLP and such other documents and papers as may be necessary and lodge the Agreement for registration with the Sub-Registrar at Jalna and admit execution thereof and complete all registration formalities and to do all acts, deeds, matters and things on behalf of the LLP.

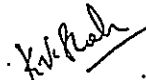
Resolved Further That the common seal be affixed on the documents alongwith the counter signature of any one of the Designated Partner of the LLP.


Resolved Further That a copy of the resolution signed by the Designated Partners of the LLP be delivered to the said departments to act upon it until any change is notified in this regard."

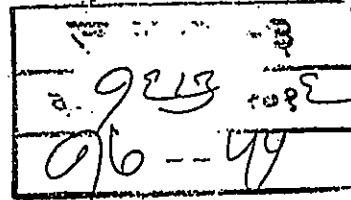
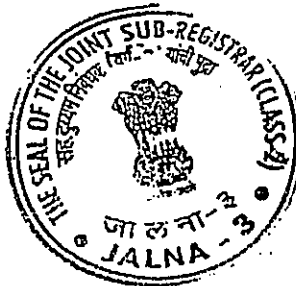
Certified true copy

For Ketan Shah Industries Limited Liability Partnership




Designated Partner
(Ketan Shah)


Designated Partner
(Radhika Shah)



91

9813	3
92	99



Ketan Shah Industries Limited Liability Partnership

Plot No. 4088/6, Nath Nagar, Mantha Road, JALNA - 431 203.
Telefax : 02482 - 243234

92

प्रति
मा.मुख्याधिकारी साहेब
नगर परिषद, जालना

विषय:- सुधारीत बांधकाम परवाना मिळण्या बाबत.

अर्जदार :- केतनशहा इंडस्ट्रीज एल.एल.पी.जालना.(केतन विनोद शहा)

महोदय

वरील विषयी विनंती अर्ज सादर करतो की तलरेजा नगर येथील सीटीएस नं.२८९४ सीटीएस नं.४०९६ सीटीएस नं.४०९७ यांचे एकत्रीकरण करुण दि.१०/०८/२०१२ रोजी बांधकाम परवानगी घेतली आहे.सदनीका परवानगीचे बांधकाम परवाना क्रमांक पीसीबी /३५७/२०१२ असा आहे.सदनीका परवानगी मध्ये नॉर्मल एफएसआय नुसार परवानी घेण्यात आली आहे.

नविन नियमा नुसार पेइंग प्रिमीयम भरुण परवानगी देण्यात यावी बांधकाम परवानी फीस व पेइंग पिमीयम रक्कम भरवयास आम्ही तयार आहोत.

सोबत सुधारीत नकाशे व मागील परवानगी पत्रक व नकाशे सोबत जोडले आहे.

सोबत जोडलेले कागदपत्र

१) नवीन सुधारीत जोडलेला नकाशा

२) मागील बांधकाम व एकत्रीकरण परवानी

३) मालमत्ता पत्रक.

कनकलिय नगर परिषद, जालना
अर्ज क्र. ५९४५
दिनांक : १८/५/१७
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सबडिवीजन / 20 / 2012
एकत्रीकरण



जा. क्र. नरवि/जानप/ 15002
कार्यालय नगर परिषद, जालना
दिनांक 10/8/2012

प्रति,
श्री / श्रीमती

डेतन-2181-इंटरन-एम.एम.सी.
वर्क-2181-इंटरन-इंटरन-2181-
10 Jalna

विषय :- नगर भूमापन क्रमांक 2894/406/4017
भाग क्रमांक _____ येथील
पोटविभागणी / एकत्रीकरण करून मिळणे याबत.

संदर्भ :- आपला अर्ज दिनांक 25/12/2011

वरील विषयी आपणास संदर्भिय अर्जाच्या उत्तरी या पत्रासोबत जोडलेल्या लाल रंगाने दुरुस्त केलेल्या नकाशानुसार नगर भूमापन क्रमांक 2894/406/4017
मुखंड क्रमांक _____ येथील पोटविभागणीस / एकत्रीकरण्यास मंजूरी देण्यात येत आहे.

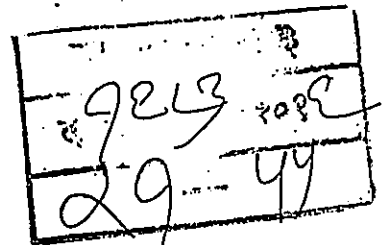
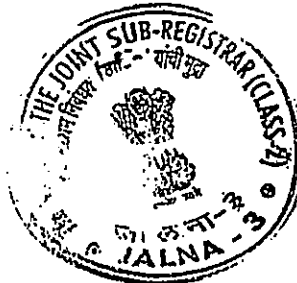
नगर रचनाकार
नगर परिषद, जालना

मुख्याधिकारी
नगर परिषद, जालना.

प्रतिलिपी :-

याची एक प्रत नगर भूमापन कार्यालय, जालना यांना माहितीस्तव व पुढील कार्यवाहीस्तव देण्यात येत आहे.

मुख्याधिकारी
नगर परिषद, जालना.



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संख्या
कसी. नं.
दिनांक
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नगर परिषद, जालना.
बांधकामाचा परवाना



जा.क्र 5003
संचिका क्र. पीवीसी अ. आर./ 624/201
दिनांक : 10/8/2012

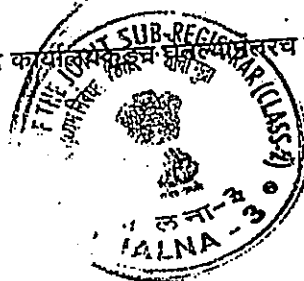
96

परवाना क्रमांक (पीवीसी / 357/2012)
परवाना धारण करणाऱ्याचे नाव सी.के.एन. र.डी. इंडस्ट्रीज एम्.एम्.पी. लॉफ़ि.के.के.लम विमोदराई राई
सी.टी.सर्व्हे नंबर (2894, 4016,) मोहल्ला लमरेवा गाव
नगर परिषद घर नंबर (4017.) जालना

महाराष्ट्र नगर पालिका अधिनियम १९६५ च्या कलम १८९ व महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ च्या

कलम ४५ अन्वये व तस्तंबघात नियमात अनुसरून खालील प्रमाणे बांधकामाची / दुरुस्तीची परवानगी दिली जाते. सदरील परवान्याच्या अंमल आज तारखेपासून एक वर्षापर्यंत राहिल. तसेच कलम १९३ (१) प्रमाणे बांधकाम पूर्ण झाल्याबाबत लेखी माहिती तपासणीसाठी या कार्यालयात पाठविण्यात यावी. नगर रचनाकार यांनी या प्रकरणी काही सुधारणा, सुचना व दुरुस्ती कळविण्यास त्याप्रमाणे पूर्तता व अंमलवजावणी करणे आपणावर बंधनकारक राहिल.

- १) बांधकाम सुरु करणे पूर्वी संबंधित खात्याकडून यिनशेरीचा दाखला घेण्यात यावा.
- २) शेजाऱ्याच्या कोणत्याही प्रकारच्या हक्कास बाधा निर्माण होईल असे बांधकाम करण्यात येऊ नये.
- ३) मंजूर बांधकाम नकाशाच्या विरुद्ध जर बांधकाम करण्यात आले तर आपणाविरुद्ध म.न.पा.अधि. १९५६ चे कलम १८९(८) खाली व महाराष्ट्र प्रादेशिक अधिनियम १९६६ कलम ५३ अन्वये कडक कार्यवाही करण्यात येईल.
- ४) महाराष्ट्र नगर पालिका अधिनियम १९६५ च्या कलम १९३ (१) अन्वये बांधकाम पूर्ण झाल्यानंतर बांधकाम पूर्णत्वाचे प्रमाणपत्र घेण्यात यावे व त्यानंतर इमारतीचा वापर सुरु करावा नसता आपल्या विरुद्ध कडक कार्यवाही करण्यात येईल.
- ५) बांधकाम सुरु करणेपूर्वी सिटी सर्व्हे कार्यालयातून भूखंडाचे नामांतर हद्दी व क्षेत्रफळाची दुरुस्ती करून घ्यावी.
- ६) बांधकाम पूर्णत्वाचे प्रमाणपत्र घेण्यापूर्वी सिटी सर्व्हे नंबरचे पोटविभागाची परवानगी घेण्यात यावी.
- ७) बांधकाम पूर्णत्वाचे प्रमाणपत्र घेण्यापूर्वी विकास खर्चाची (वेटरमेंट चार्जेस) राहिलेली रक्कम थकबाकी पूर्णपणे भरण्यात यावी.
- ८) या कार्यालयाचे संबंधित अधिकारी जागेवर व प्रत्यक्ष पाहणीसाठी आले असता त्यांचे अवलोकनार्थ मंजुरीची संबंधित कागदपत्रे दाखविण्यात यावीत.
- ९) इमारतीच्या रुपरेषेची (Line Out) जागेवर आखणी करून सदरील आखणी बरोबर असल्याचे प्रमाणपत्र घेतल्यानंतर पुढील बांधकाम सुरु करावे.
- १०) जोत्यापर्यंत बांधकाम असल्याचे प्रमाणपत्र या कार्यालयात घेऊन घेतल्यानंतर बांधकाम सुरु करावे.



ज.न.पा. - ३
द.क्र. १९५६ / २०१६
२३ -- ५५

११) प्रस्तावीत बांधकाम प्रमाणपत्र प्राप्त झाल्यानंतर येईल यांधकाम मंजूर करावे.

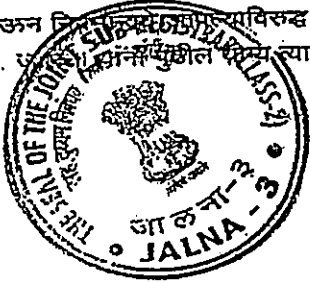
- १२) महाराष्ट्र नगर पालिका अधिनियम १९६५ चे कलम १८९ (८) आणि महाराष्ट्र प्रादेशिक तथा नगर रचना अधिनियम १९६६ चे अंतर्गत इमारत बांधकामाबाबत तयार करण्यात आलेल्या कोणत्याही कलमाचे अथवा नियमाचे उल्लंघन केल्यास आपणाविरुद्ध कायदेशीर कार्यावाही करण्यात येईल यांची नोंद घ्यावी.
- १३) या परवानगी पत्रकाआधारे जी जागा सिटीसर्व्हे रेकॉर्डनुसार आपल्या मालकीची नाही त्या जागेचा कोणत्याही प्रकारे विकास करण्याचा ठक्कर आपणास पोहचणार नाही.
- १४) सेप्टीकचे शौचकुप असावे व परवानगी पत्रकासोबत जोडलेल्या मंजूर नकाशानुसार व त्यात दर्शविलेल्या दुरुस्तीनुसार बांधकाम असावे.
- १५) अकृषिक परवाना शुल्क संबंधित महसूल अधिकाऱ्याकडे दरवर्षी भरण्याची जबाबदारी आपणाकडे राहिल.
- १६) वर्षा संघनन व दिनियोग (रेन वॉटर हार्वेस्टिंग) ची व्यवस्था करणे बंधनकारक राहिल.
- १७) प्रस्तावीत बांधकाम भूकंप रोधक आवश्यक राहिल व तसे सक्षम अभियंताचे प्रमाणपत्र बांधकाम पूर्णत्वाच्या दारूना प्राप्त करतेवेळी सादर करणे बंधनकारक राहिल.

ज.ल.ना. - २
 द.क्र. १६५ - २८
 २४ - ५५
 प्रतिक्षीपी

नगर रचनाकार
 नगर परिषद, जालना

मुख्याधिकारी
 नगर परिषद, जालना.

- १) मा. जिल्हाधिकारी जालना यांना माहितीस्तव सादर
- २) मा. नगर रचनाकार, जालना.
- ३) नगर भूमापन अधिकारी जालना यांना वेळून सूचित करण्यात येते की, संबंधित सी.टी.एस. क्रमांकामध्ये योग्य ते फेरबदल करावेत.
- ४) स्वच्छता निरीक्षक ०५-०३ न.प. जालना यांना वेळून सूचित करण्यात येते की, बांधकाम मंजूर नकाशाप्रमाणेच होत आहे किंवा कसे याकडे लक्ष ठेवावे नसता आपल्याला वैयक्तिकरीत्या जबाबदार धरण्यात येऊन आपणाविरुद्ध कायदेशीर कार्यावाही करण्यात येईल.
- ५) कर अधीक्षक न.प. जालना यांना वेळून सूचित करण्यात येत आहे.



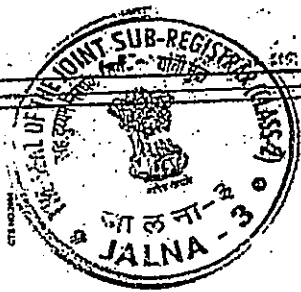
मुख्याधिकारी
 नगर परिषद, जालना.

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PROFESSIONAL USE YES / NO	<table border="1"> <tr><td>DATE OF STATEMENT</td><td> </td></tr> <tr><td>NAME OF THE APPLICANT</td><td> </td></tr> <tr><td>ADDRESS OF THE APPLICANT</td><td> </td></tr> <tr><td>NAME OF THE PROPERTY</td><td> </td></tr> <tr><td>ADDRESS OF THE PROPERTY</td><td> </td></tr> <tr><td>LOCAL AUTHORITY</td><td> </td></tr> <tr><td>REGISTRATION NO.</td><td> </td></tr> <tr><td>TITLE</td><td> </td></tr> </table> <p>PROPOSED/EXISTING USE OF THE PROPERTY IS FOR: RESIDENTIAL</p> <p>FOR THE PURPOSES OF THE ACT, THE PROPERTY IS CLASSIFIED AS: RESIDENTIAL</p>	DATE OF STATEMENT		NAME OF THE APPLICANT		ADDRESS OF THE APPLICANT		NAME OF THE PROPERTY		ADDRESS OF THE PROPERTY		LOCAL AUTHORITY		REGISTRATION NO.		TITLE		NAME OF THE APPLICANT AMIT AGRAWAL ADDRESS OF THE APPLICANT LOCAL AUTHORITY REGISTRATION NO. TITLE
DATE OF STATEMENT																		
NAME OF THE APPLICANT																		
ADDRESS OF THE APPLICANT																		
NAME OF THE PROPERTY																		
ADDRESS OF THE PROPERTY																		
LOCAL AUTHORITY																		
REGISTRATION NO.																		
TITLE																		
CTS NO. 1 CTS NO. 2 CTS NO. 3 CTS NO. 4	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>ज.न.प. - ३</p> <p>द. १२३/२०१९</p> <p>२५--५५</p> </div>	PLAN NO. 1 PLAN NO. 2 PLAN NO. 3 PLAN NO. 4																

ध्ये योग्य ते
ग्यात येते
गेत्या

ना.



Res

99

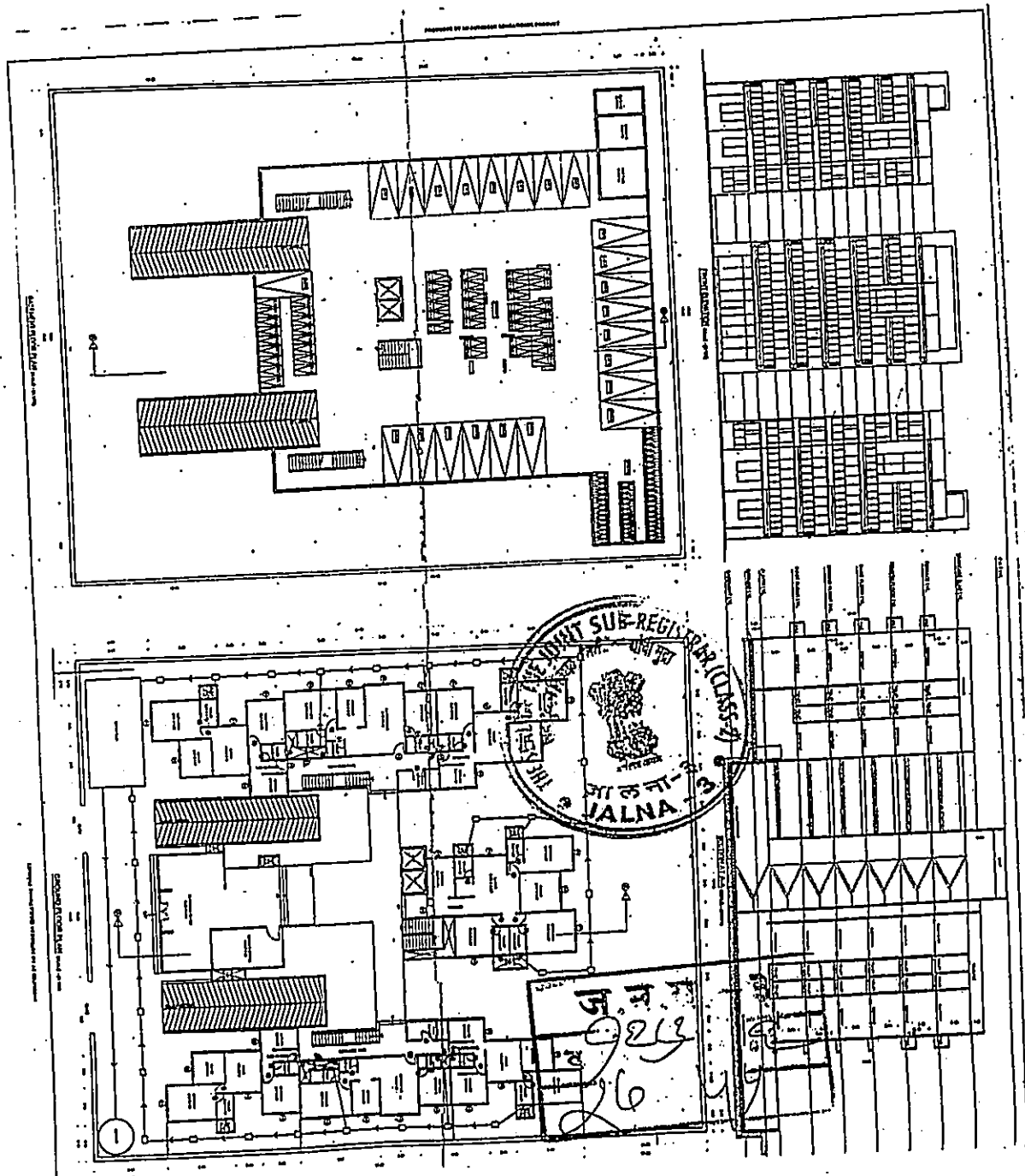
ST	10
9263	10
25	49



10/1

10/1

100



13

101

Handwritten notes on a rectangular stamp, including the number '24' and some illegible characters.



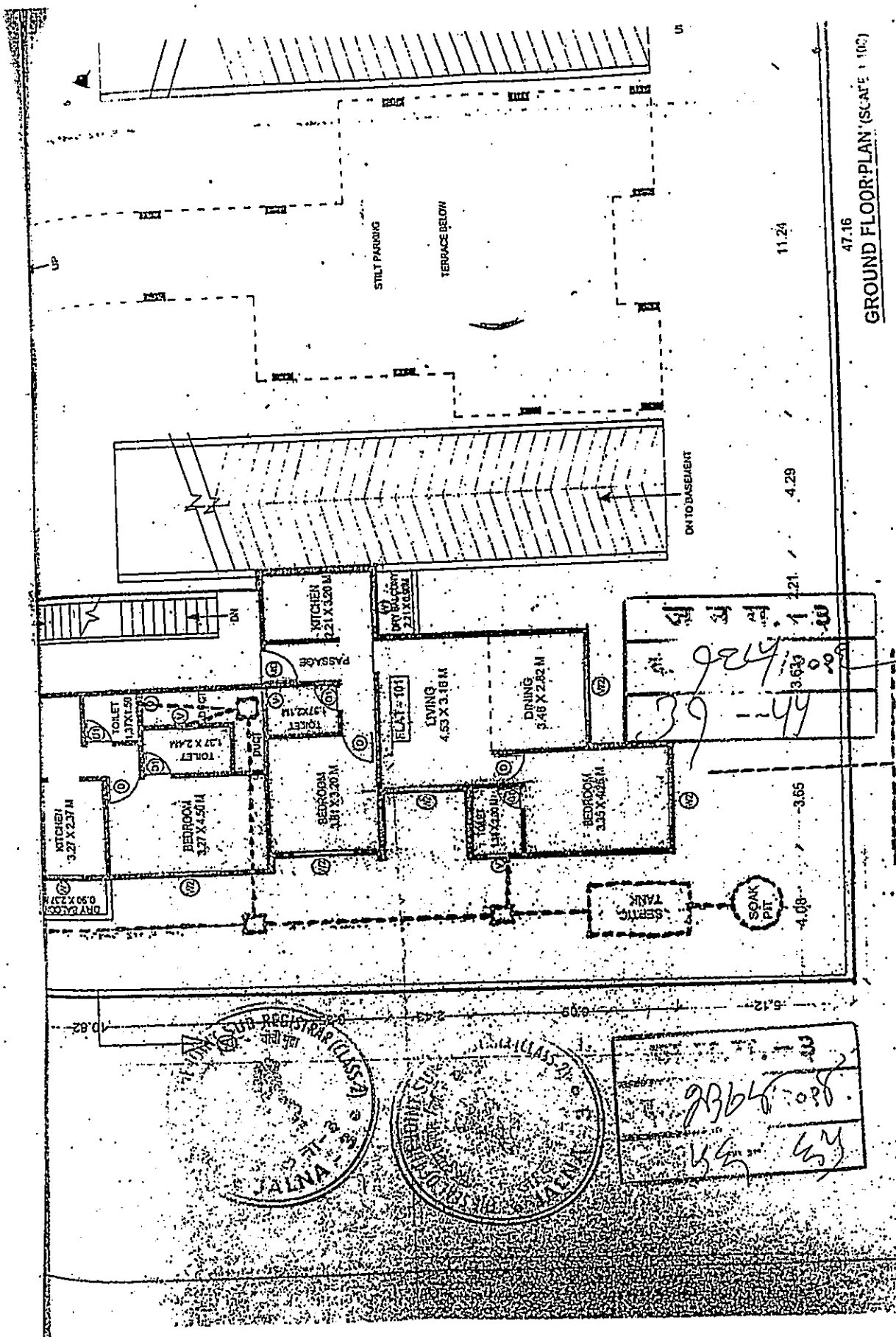
103

7	9263	32
530	44	



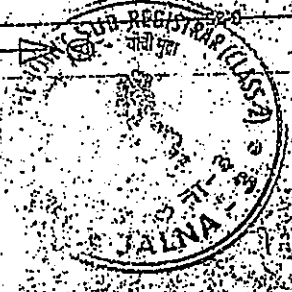
KITCHEN
19 07 X 237M





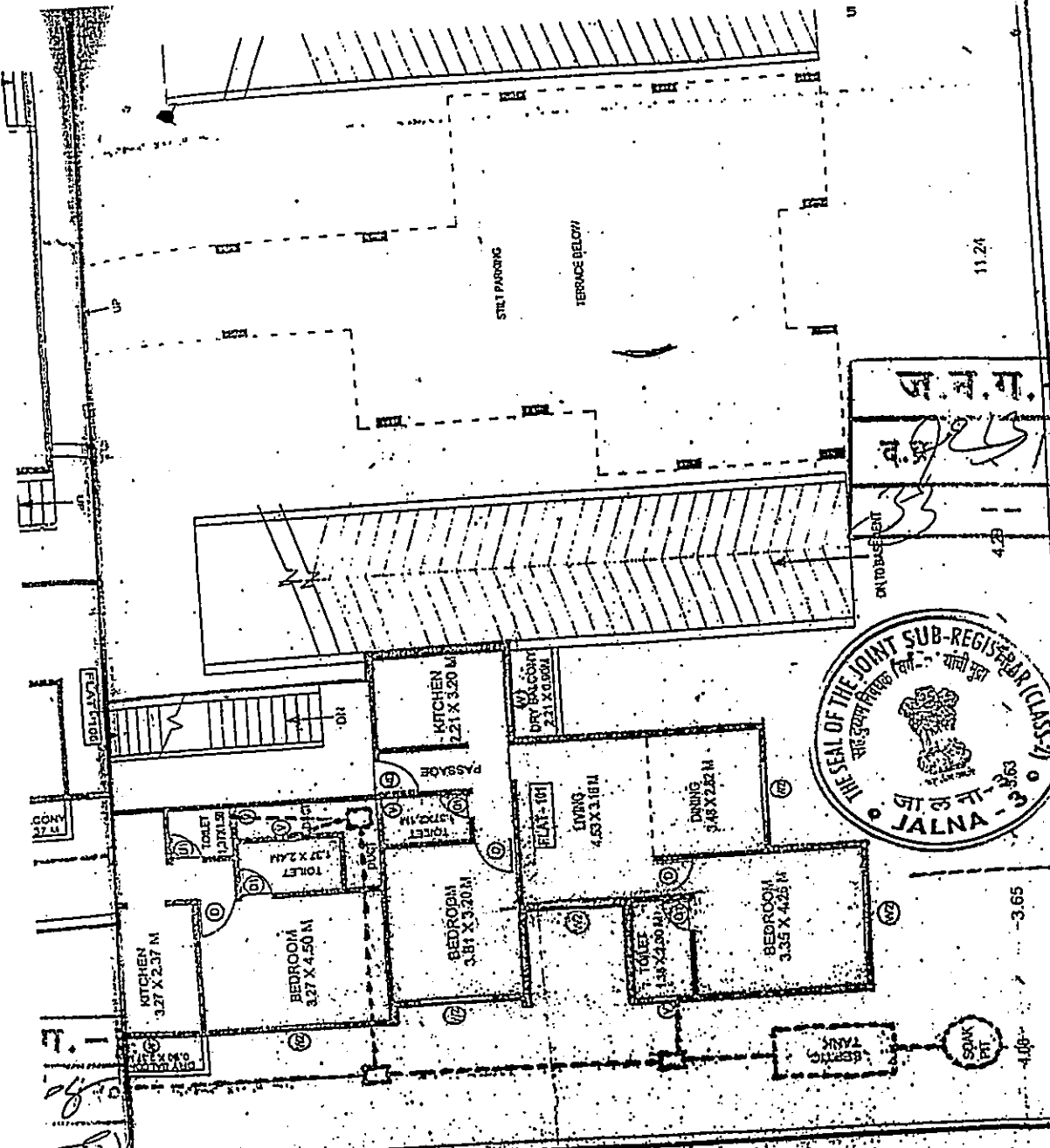
GROUND FLOOR PLAN (SCALE 1:100)

47.16



Handwritten notes in a rectangular box at the bottom right of the plan, including the number "2364-08" and the initials "K. S. S. S."

GROUND FLOOR PLAN (SCALE 1/100)



ज.न.ग.	४३
व.सं.	१०९९
३३	४५



१३६५०३८
५५

TITLE

AREA UNDER COVER

COIN

FLAT NO.

STREET PARKING

TERRACE BELOW

11.24

4.23

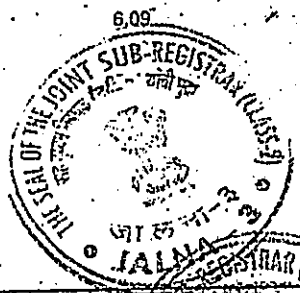
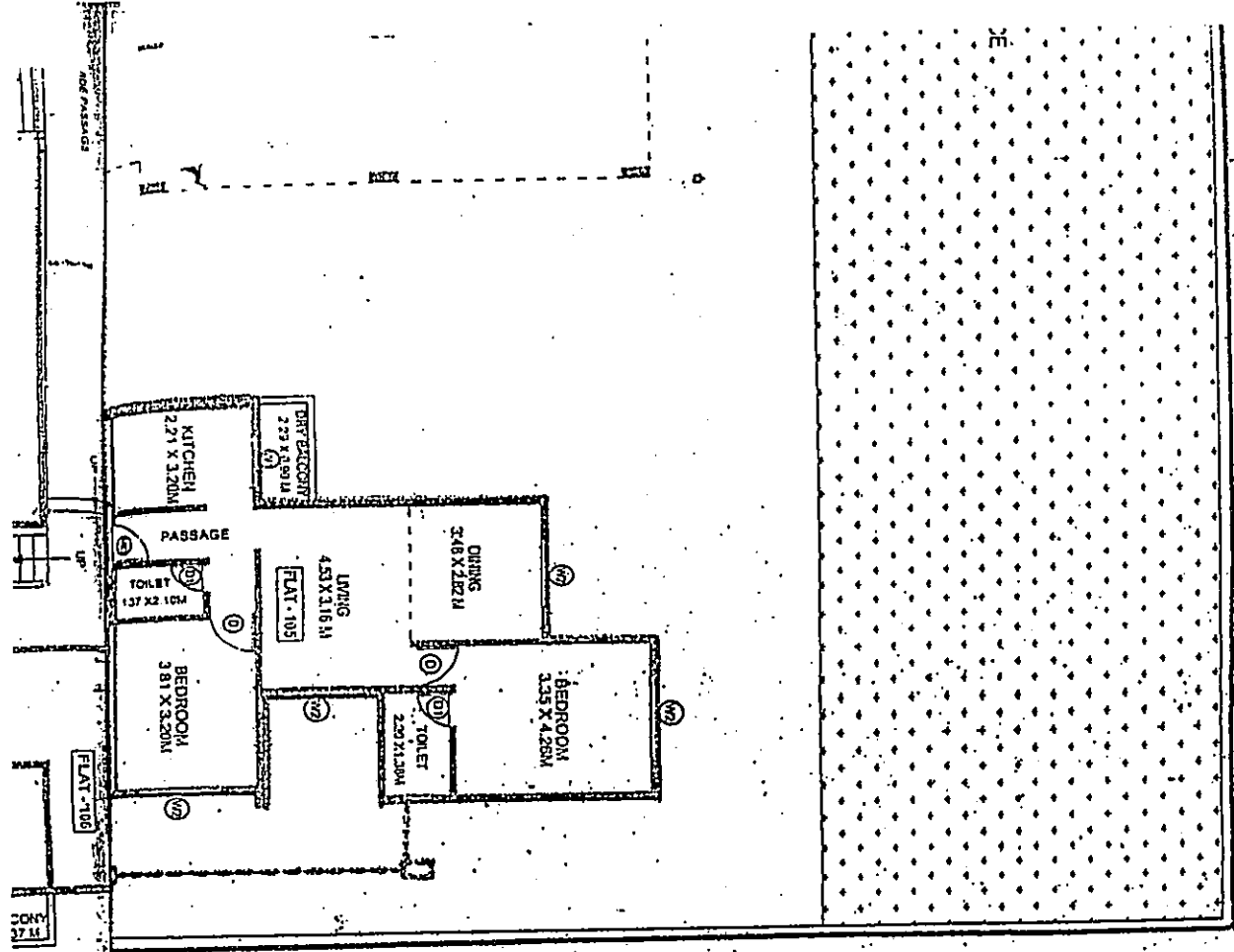
3.65

4.06

5.12

10.82

Handwritten notes and signatures in the bottom left corner.



ज.नं.ग. - ३	ज.नं.ग. - ३
व.नं. ११७४	०३/०९/२०१८
५५-३५८१-४९	



Town Planner
 Municipal Council Jaipur

APPROVED FOR CONVICTION
 IN THIS OFFICE
 DATE 03/09/2018

AREA STATEMENT

TITLE

TOTAL PLOT AREA
 AREA UNDER OPEN SKY
 AREA UNDER COVERED SKY
 AREA UNDER ROOF
 AREA UNDER FLOOR
 AREA UNDER WALL
 AREA UNDER CEILING
 AREA UNDER DOOR
 AREA UNDER WINDOW
 AREA UNDER BALCONY
 AREA UNDER TERRACE
 AREA UNDER STAIR
 AREA UNDER LIFT
 AREA UNDER ELEVATOR
 AREA UNDER PAVILION
 AREA UNDER GALLERY
 AREA UNDER PORCH
 AREA UNDER VERANDA
 AREA UNDER PATIO
 AREA UNDER PERGOLA
 AREA UNDER CANOPY
 AREA UNDER AWNING
 AREA UNDER BALCONY
 AREA UNDER TERRACE
 AREA UNDER STAIR
 AREA UNDER LIFT
 AREA UNDER ELEVATOR
 AREA UNDER PAVILION
 AREA UNDER GALLERY
 AREA UNDER PORCH
 AREA UNDER VERANDA
 AREA UNDER PATIO
 AREA UNDER PERGOLA
 AREA UNDER CANOPY
 AREA UNDER AWNING

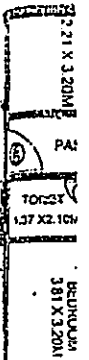
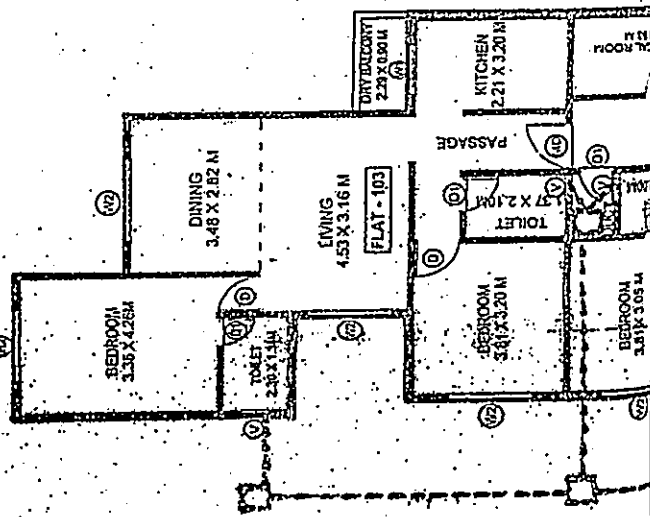
109

46.31

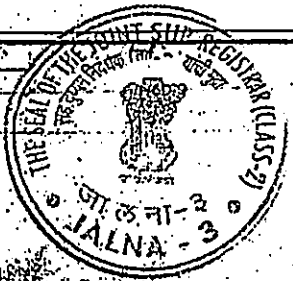
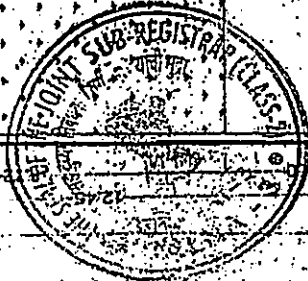
OPEN SPACE

STILT PARKING

Handwritten notes in a box: 32-49, 5369



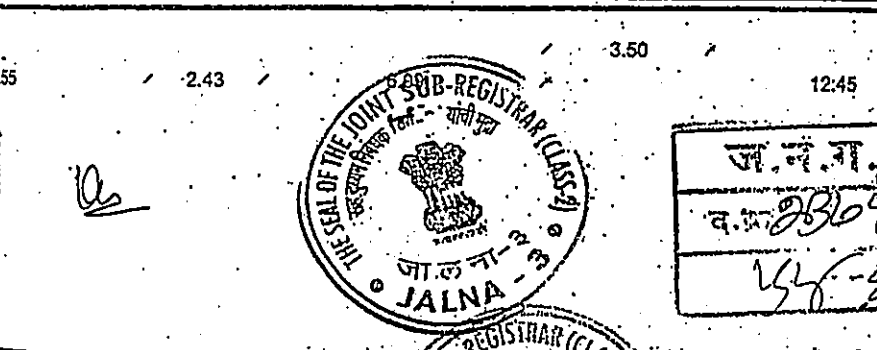
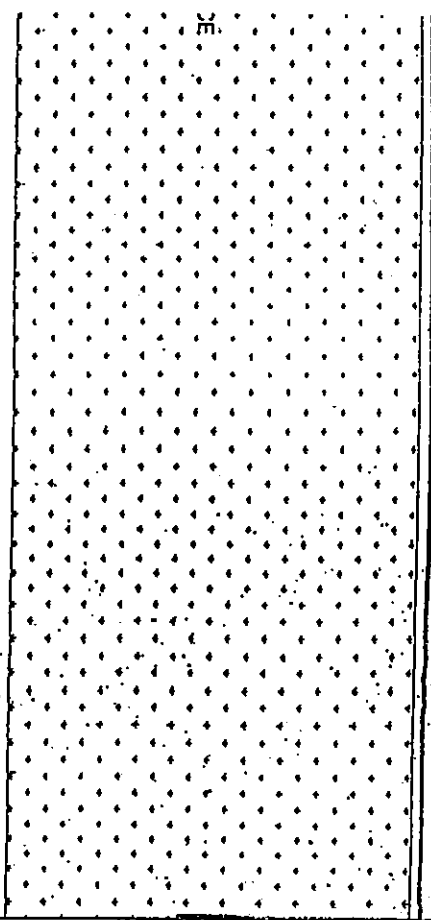
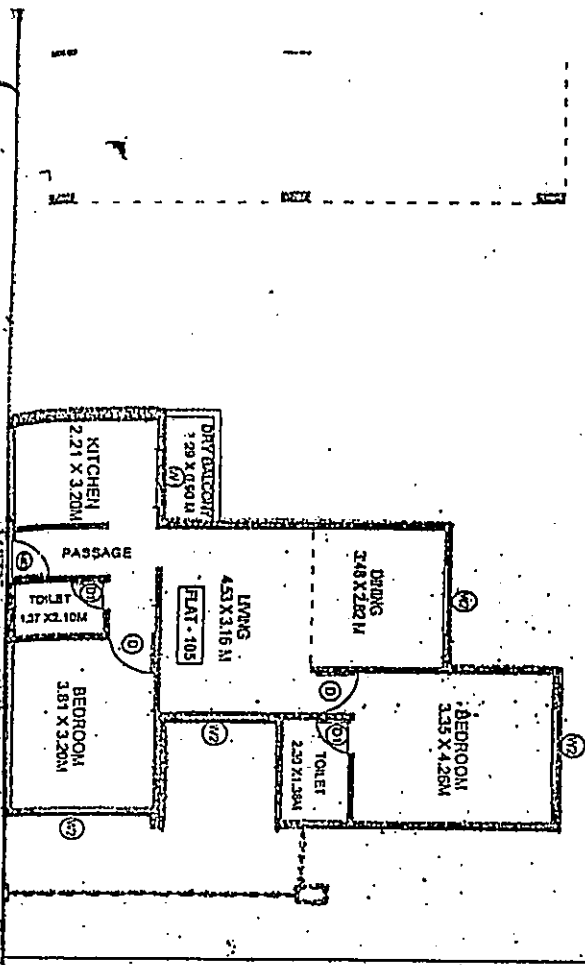
AREA STATEMENT



Handwritten notes in a box: 32-49, 5369, 2028

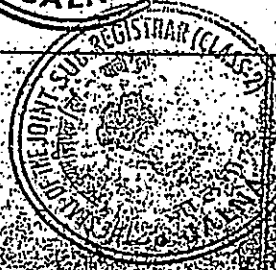
0.23

15/12/2024



8.72	ज.न.ग. - ३
	व.प्र. १२०९८

ज.न.ग. - ३
व.प्र. १२०९८
५५-३५

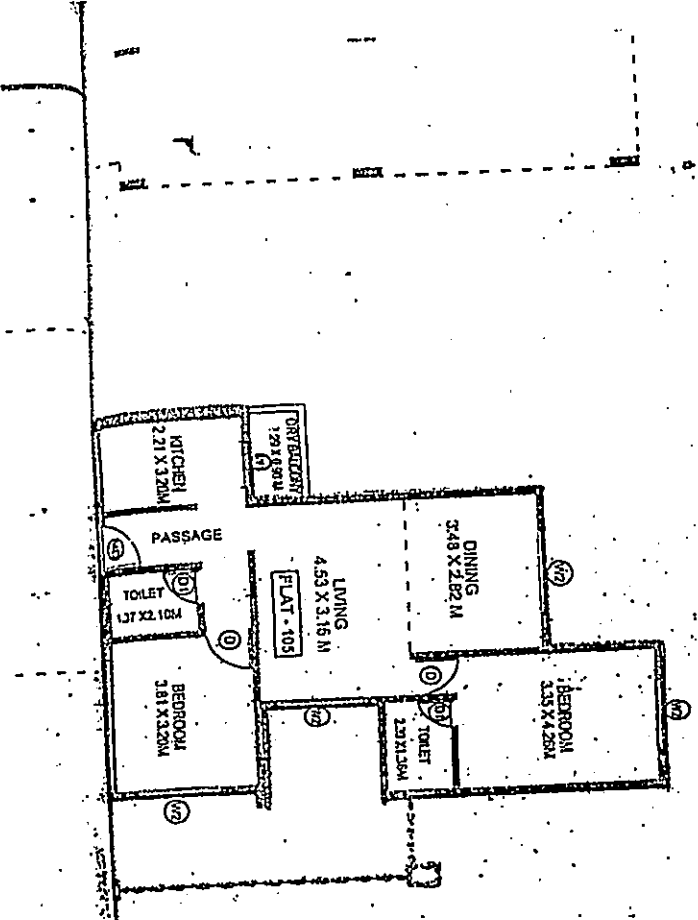


AREA STATEMENT

APPROVED AS SHOWN IN PLAN
 SUBJECT TO CONDITION
 IN THIS OFFICE
 5003 (19/12/2017)

Town Planner
 Municipal Council Jalna

300
 35



3.50

12.45

ज.न.ग. - ३
 8.72
 द.स. १२/०९/२०१८

ज.न.ग. - ५५
 द.स. २३/०९/२०१८
 ५५-३५



Town Planner
 Municipal Council, Jalna

प्रमाणित के रूप में
 उपरोक्त में अंकित प्रमाणित
 सूचित है कि प्रमाणित
 IN THIS OFFICE
 5000 10/11/2018

AREA STATEMENT

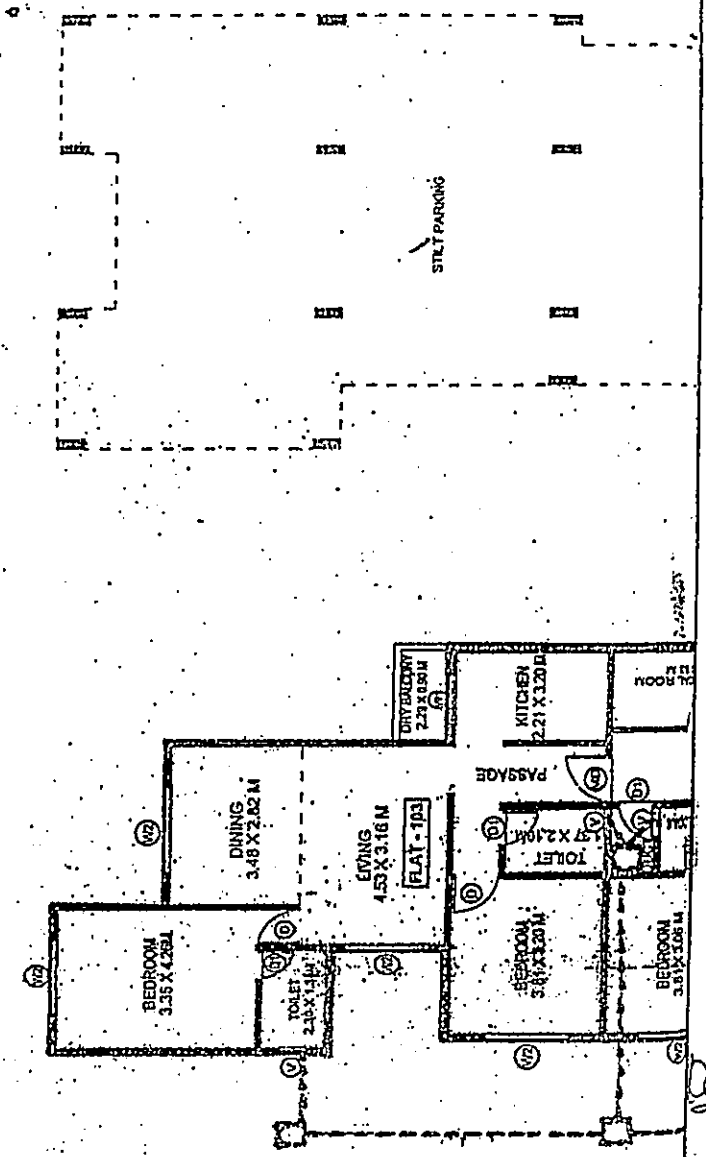
TOTAL FLOOR AREA

3000
 3000

46.31

OPEN SPACE

111



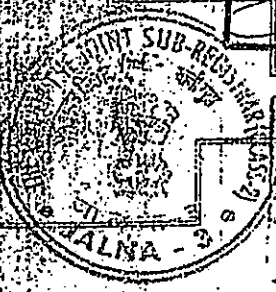
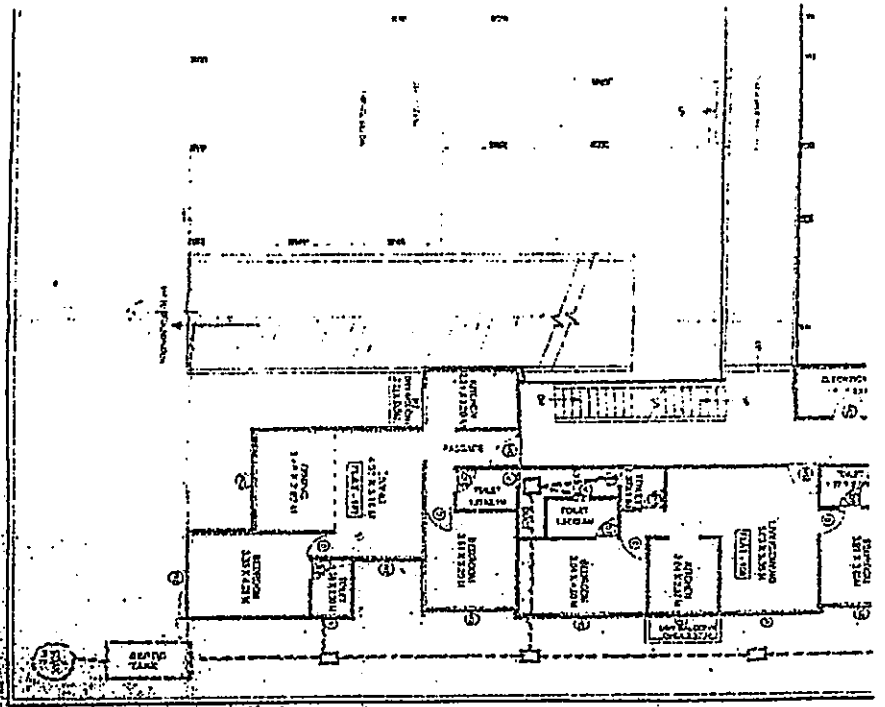
023

ज.न.ग. - ३
 व.क्र. २३६४२०२४
 ३४-५५



ज.न.ग. - ३
 व.क्र. २३६४२०२४
 ५३-६५

GROUND FLOOR PLAN SCALE 1:100



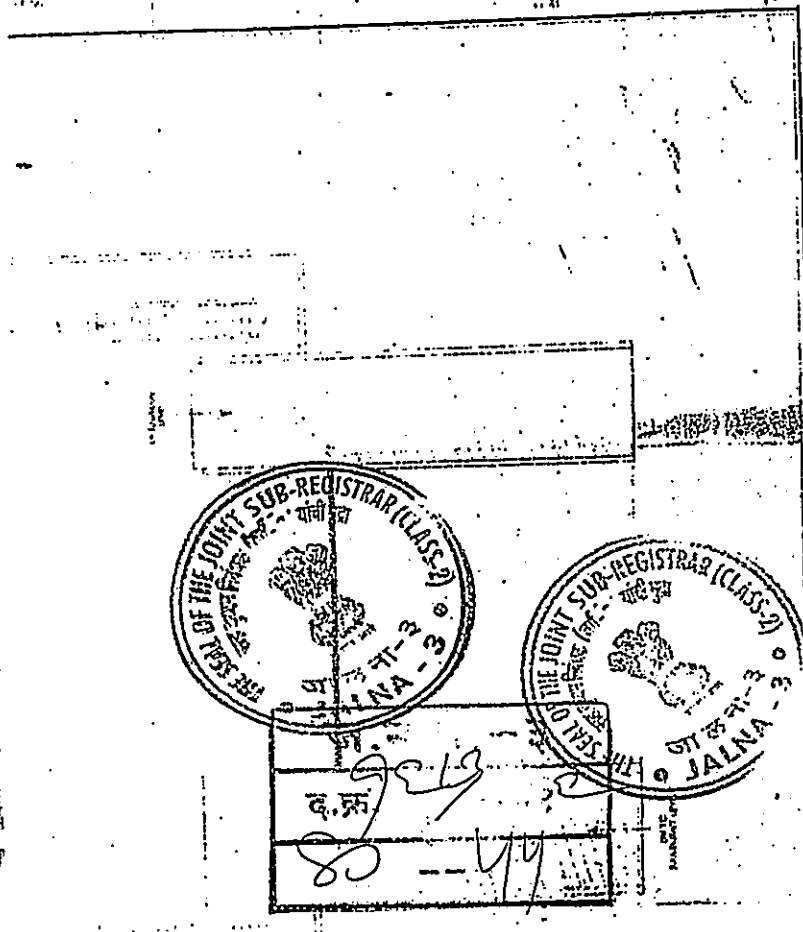
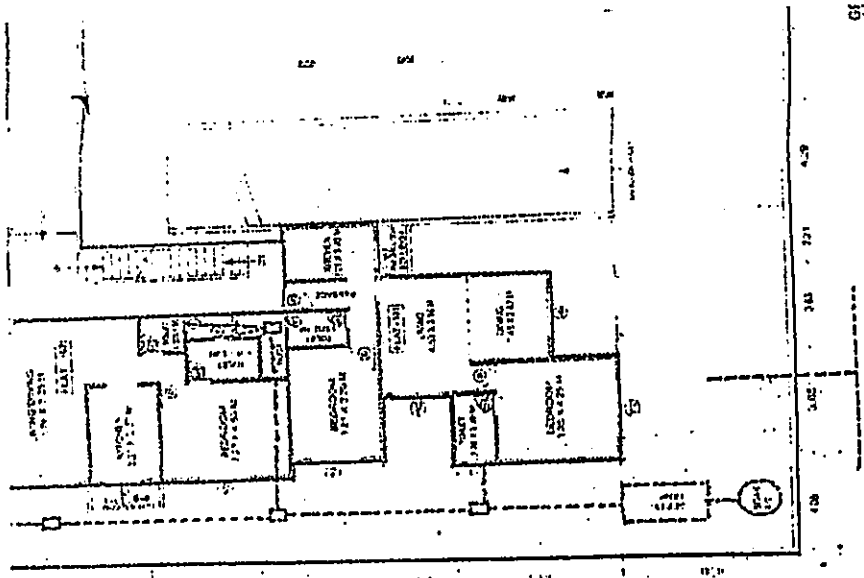
ज.न.न. - 10
 नं. १२२५ / १०५
 ३६-५५

ज.न.न. - 10
 नं. १२५५ / १२५
 ५९-६५

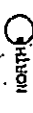


112

113



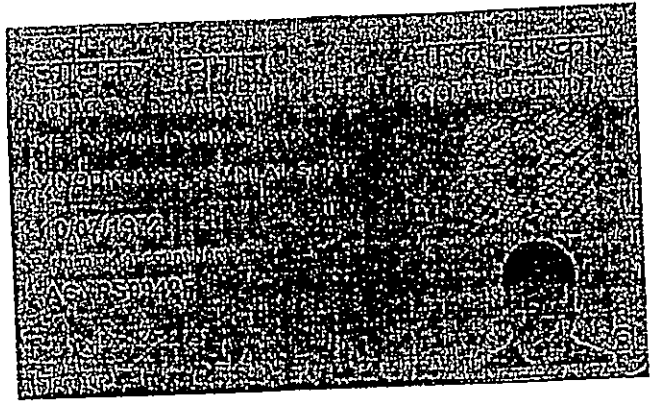
Handwritten text in a rectangular stamp:
 ४२५३
 ४९
 ४९



FLATMENT FLOOR PLAN (SCALE: 1/25)

Handwritten text in a rectangular stamp:
 ख.न.न.-३
 ४२५३०४४
 ४९ ३२

OF



स्थायी खाते संख्या / PERMANENT ACCOUNT NUMBER
 ACYPS9943E

नाम / NAME
 RADHIKA KETANKUMAR SHAH

पिता का नाम / FATHER'S NAME
 SURESHBAI NATHALAL SHAH

जन्म तिथि / DATE OF BIRTH
 03-12-1972

हस्ताक्षर / SIGNATURE
Radhika

आयकर अधिकारी, नासिक
 COMMISSIONER OF INCOME-TAX, NASIK

ज.न.नं. - 3
 9813/1203
 89-44



ज.न.नं. - 3
 8366
 35 34



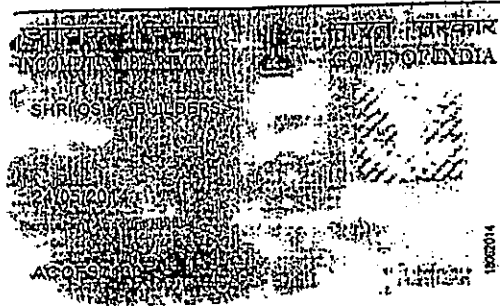
Ke

12/201

115



ज. नं. - ३
व. सं. १२६९
४२-५५



~~117~~
116

आयकर विभाग
INCOME TAX DEPARTMENT
ANKUSH GUPTA
MUKESH GUPTA
07/12/1988
Permanent Account Number
BGRFG8984R

भारत सरकार
GOVT. OF INDIA

सं. नं. - 3
दि. 9/2/2009
84 -- 44

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AECPS9216A

श्री नाम
RAJESH SHANTILAL SAMDARIYA

श्री या श्री (FATHER'S NAME)
SHANTILAL MISHRILAL SAMDARIYA

जन्म तिथि / DATE OF BIRTH
26-06-1966

हस्ताक्षर / SIGNATURE

आयकर आयुक्त, नासिक
COMMISSIONER OF INCOME TAX NASHIK



07



सं. नं. - 3
दि. 23/6/08
43 - 34


117



ज. नं. - ३
१९८५/३६
४४--५५

118

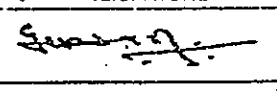
स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AEAPG4360B



नाम /NAME
MUKESH DWARKADAS GUPTA

पिता का नाम /FATHER'S NAME
DWARKADAS GUPTA

जन्म तिथि /DATE OF BIRTH
01-09-1965

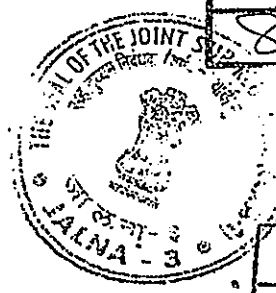
हस्ताक्षर /SIGNATURE


आयकर आयुक्त, नासिक
 COMMISSIONER OF INCOME-TAX, NASIK

te



ज.न.ग. - ३
द.क्र. ११३ / २०१८
४० - ५५



ज.न.ग. - ३
द.क्र. १३३४ / १६
४५ - ५५

119



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ଦ. ନଂ	୭୫୩
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120



120
100 CHANG
175-1558
431203
Signature & ID



511

Signature



Handwritten notes in a rectangular box, including the number '9263' and '44'.

122

REPUBLIC OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
 DL No. MH21 20130005701 DOF: 15-07-2013
 FORM 2
 RULE 16 (1)
 AUTHORITY TO DRIVE FOLLOWING CLASS
 OF VEHICLE THROUGHOUT INDIA
 COV DOV
 MCWG 02-09-1996
 LRV 02-09-1994
 Signature of holder
 Impression of Hand

REPUBLIC OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
 DL No. MH21 20070006575 DOF: 02-09-1994
 Valid Till: 25-06-2018 (NT)
 FORM 1 (A)
 AUTHORITY TO DRIVE FOLLOWING CLASS
 OF VEHICLE THROUGHOUT INDIA
 COV DOV
 MCWG 02-09-1996
 LRV 02-09-1994
 JCB 26-06-1968 50
 Name: RAJESH SAMDARIYA
 S/O of SHANTILAL SAMDARIYA
 And RUDH COLLEGE ROAD, JALNA
 PIN 431203
 Signature & ID of
 Issuing Authority: MH21 20077

भारत सरकार
GOVERNMENT OF INDIA
 आकाश चिह्न
 Air Navigation Code
 कि. नं. / Year of Birth: 1908
 7388 0326 0375

भारतीय विशिष्ट जीलय प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
 पता: S/O मुंजु मूल, मकर मठ
 मनुमठ बस्ती, श्री श्री सुभा मठ, जालना,
 महाराष्ट्र, 431203
 Address: S/O Mukesh G. G. G.
 SANKAT MOCHAN MANDIRI
 MANDIR, PRITI SUD-A NAGAR,
 Jalna, Jalna, Maharashtra,
 431203

सामान्य माणसाचा अधिकार

1947
 1200 180 1947
 http://uidai.gov.in
 www.uidai.gov.in
 1200 180 1947

ज. नं. म. - ३
 व. म. १२५ / १९०८
 ३२ - ५५



123



ज.स.र. - ३
व.क्र. १५५/१०३६
५०--५५



124

CHALLAN
MTR Form Number-6

DEFACED FOR RS:600.00

GRN MH000514201676		BARCODE		INSPECTOR'S SIGNATURE		DATE 25/04/2016		USER TOR232(JLN3)	
Department		Inspector's No. 000033556201617		Registration No. 000033556201617		AMOUNT 500.00		Payer Details	
Type of Payment		1		2		Six Hundred Rupees Only			
Office Name		JLN1_HQR SUB REGISTRAR JALNA 1		Full Name		SHREE OSIYA BUILDERS THROUGH AJESH S SAMDARIYA AND OTHER			
Location		JALNA		Flat/Block No.		CTS NO. 4016,4017 AND 2894			
Year		2016-2017 One Time		Premises/Building					
Account Head Details		Amount In Rs.		Road/Street		893.6 SQ.MT.810.00 SQ. MT.AND 883			
0030046401 Stamp Duty		500.00		Area/Locality		JALNA			
0030063301 Registration Fee		100.00		Town/City/District					
				PIN		4 3 1 2 0 3			
				Remarks (If Any)		SecondPartyName=KETAN SHAH INDUSTRI ES LLP THROUGH KETAN V SHAH AND OTHER-			
Total		600.00		Amount in Words		Six Hundred Rupees Only			
Payment Details		BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK					
Cheque/DD Details		Bank CIN		REF No.		02300042016042533462		332258738	
Cheque/DD No		Date		25/04/2016-16:15:41					
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA					
Name of Branch		Scroll No. , Date		Not Verified with Scroll					

Mobile No. : Not Available



ज.म.न. - ३
 च.न. १९६३/२०१६
 ५९--५५

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ज.म.न. - 3
व.क्र. 924/2092
42 -- 44

359/1683

मंगळवार, 26 एप्रिल 2016 12:47

म.नं.

दस्त गोपवारा भाग-1

जनग3

दस्त क्रमांक/1683/2016

दस्त क्रमांक: जनग3 /1683/2016

बाजार मुल्य: रु. 00/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. जनग3 यांचे कार्यालयात

पावती:1988

पावती दिनांक: 26/04/2016

अ. क्रं. 1683 वर दि.26-04-2016

सादरकरणाराचे नाव: श्री ओसीया विल्डर्स पार्टनरशिपफर्म
तर्फे भागीदार - राजेश शांतीलाल समदरीया .

रोजी 12:46 म.नं. वा. हजर केला.

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1100.00

पृष्ठांची संख्या: 55

दस्त हजर करणाऱ्याची सही:

एकुण: 1200.00

Sub/Registrar Jalna 3

Sub Registrar Jalna 3

दस्ताचा प्रकार: 65-चुक दुरुस्ती पत्र

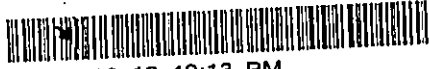
मुद्रांक शुल्क: *दुरुस्ती विधानपत्र

शिकका क्रं. 1 26 / 04 / 2016 12 : 46 : 10 PM ची वेळ: (सादरीकरण)

शिकका क्रं. 2 26 / 04 / 2016 12 : 46 : 37 PM ची वेळ: (फी)



Summary-2



26/04/2016 12:49:13 PM

दस्त गोपवारा भाग-2

 जनग3 45744
 दस्त क्रमांक:1683/2016

दस्त क्रमांक :जनग3/1683/2016

दस्ताचा प्रकार :-65-चुक दुरुस्ती पत्र

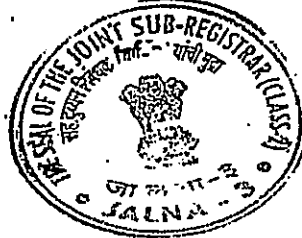
अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री ओसीया विल्डर्स पार्टनरशिपफर्म तर्फे भागीदार - राजेश शांतीलाल समदरीया . पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: .. ब्लॉक नं: .. रोड नं: रा.गुरुदेव रेसिडेन्सी, सेंट. जॉन्स शाळेजवळ, जालना, महाराष्ट्र, जालना. पिन नंबर:ACOFS7130F	लिहून देणार वय :-49 स्वाक्षरी:-		
2	नाव:श्री ओसीया विल्डर्स पार्टनरशिपफर्म तर्फे भागीदार - अंकुश मुकेश गुप्ता . पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: .. ब्लॉक नं: .. रोड नं: रा.गुरुदेव रेसिडेन्सी, सेंट. जॉन्स शाळेजवळ, जालना, महाराष्ट्र, जालना. पिन नंबर:ACOFS7130F	लिहून देणार वय :-25 स्वाक्षरी:-		
3	नाव:केतन शहा इंडस्ट्रीज एलएलपी तर्फे भागीदार - केतन विनोदकुमार शहा व राधिका केतन शहा यांचे तर्फे दस्त करणार - हार्दिक भरतकुमार शहा . पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: .. ब्लॉक नं: .. रोड नं: रा. नाथनगर, मंठा रोड जालना, महाराष्ट्र, जालना. पिन नंबर:AALFK5144Q	लिहून देणार वय :-35 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत 65-चुक दुरुस्ती पत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:26 / 04 / 2016 12 : 48 : 13 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटविताना

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मुकेश द्वारकादास गुप्ता वय:51 पत्ता:रा.प्रितीसुधा नगर, मंठा रोड, जालना पिन कोड:431203	स्वाक्षरी	

<http://10.187.216.16/MarathiReports/HTMLreports/HtmlReportSummary2.aspx?cross...> 4/26/2016



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Summary-2

2 नाव:अमोल जयप्रकाश देशमुख
वय:40
पत्ता:रा. कांचन नगर, अंबड रोड, जालना
पिन कोड:431203

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स्वाक्षरी



शिवका क्र.4 ची वेळ:26 / 04 / 2016 12 : 49 : 07 PM

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Sub-Registrar Jalna 3

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EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH000511447201617E	0000335556201617

1683 /2016

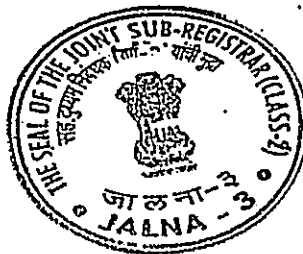
Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.fsarita@gmail.com

अपल्याच मर्यादा घेते की, या दस्तामळे
५५ घेते घ्यावेत.
१२३ नंबरी
वसुधा. विवाह २१४/२०१६

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सह दुय्यम नियंत्रक (वर्ग-२)
जालना-३



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Tuesday, April 26, 2016

12:57 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 1990

दिनांक: 26/04/2016

गावाचे नाव: जालना (न"प")

इस्तऐवजाचा अनुक्रमांक: जनग3-1685-2016

इस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: श्री ओसीया विल्डर्स पार्टनरशिपफर्म तर्फे भागीदार - राजेश भांतीलाल समदरीया .

नोंदणी फी

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दस्त हाताळणी फी

₹. 580.00

पृष्ठांची संख्या: 29

एकूण:

₹. 680.00

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Sub Registrar Jalna 3

वाजार मूल्य: ₹.1 /-

मोबदला: ₹.0/-

भरलेले मुद्रांक शुल्क : ₹. 500/-

1) देयकाचा प्रकार: eChallan रक्कम: ₹.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000529614201617E दिनांक: 26/04/2016

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: ₹ 580/-

4/26/2016

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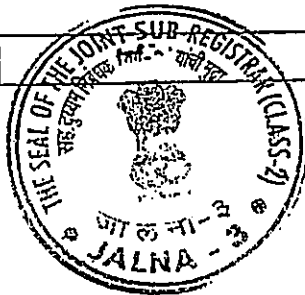


CHALLAN
MTR Form Number-6

9251/193 130

MH000529614201617E		BARCODE	Date 26/04/2016-12:00:50		Form ID 48(f)
Department Inspector General Of Registration			Payer Details		
Type of Payment Stamp Duty			TAX ID (If Any)		
Registration Fee			PAN No. (If Applicable)		
Name JLN1_HQR SUB REGISTRAR JALNA 1			Full Name		SHREE OSIYA BUILDERS THROUGH R
Location JALNA					AJESH S SAMDARIYA AND OTHER
2016-2017 One Time			Flat/Block No.		CTS NO. 4016,4017 AND 2894
Account Head Details		Amount In Rs.	Premises/Building		
346401	Stamp Duty	500.00	Road/Street		893.6 SQ.MT.810.00 SQ. MT.AND 883.5 SC
063301	Registration Fee	100.00	Area/Locality		JALNA
			Town/City/District		
			PIN		4 3 1 2 0 3
			Remarks (If Any)		
			SecondPartyName=KETAN SHAH INDUSTRI		
			ES LLP THROUGH KETAN V SHAH AND OTH		
			ER-		
		Amount In	Six Hundred Rupees Only		
		600.00	Words		
Payment Details BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	REF No.	02300042016042634968 332471141
Cheque/DD No			Date		26/04/2016-12:00:08
Name of Bank			Bank-Branch		BANK OF MAHARASHTRA
Name of Branch			Scroll No. , Date		Not Verified with Scroll

Mobile No. : Not Available

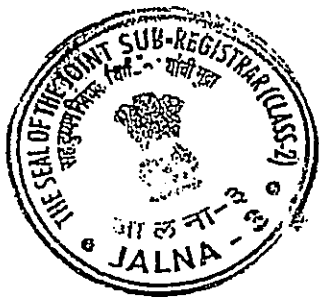


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132
H. Shah

IRREVOCABLE POWER OF ATORNEY

This power of attorney is executed on this 26 day of April, 2016 ~~June 2017~~ at Aurangabad By:-

[Handwritten signature]

1. Shri. Ketan Vinodkumar Shah,
Age : 42 Years, Occ. Business,
R/o Plot No. 4088/6, Nath Nagar, Mantha
Road, Jalna- 431203.

2. Smt. Radhika Ketan Shah,
Age : 42 Years, Occ. Business,
r/o Plot No. 4088/6, Nath Nagar,
Mantha Road, Jalna- 431203.

Designated partners of
Ketan Shah Industries Limited Liability Partnership.
A partnership firm
Having its office at CTS No. 4088/6, Nath Nagar,
Mantha Road, Jalna- 431203,
Pan No. AALFK- 5144Q.

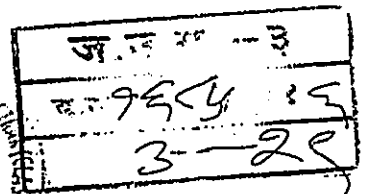
Hereinafter jointly and collectively referred to as "OWNERS" (which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include all present and their respective legal heirs, successors, heirs, executors, administrators and assigns etc.)

...Party of the Third Part

DO HEREBY NOMINATE, AUTHORIZE AS EMPOWER

1. Shri. Rajesh S/o Shantilal Samdarlya,
Age : 49 Years, Occ. Business
R/o Gurudev Residency, Ground Floor
Opp. St. Johns School, Jalna.

2. Shri. Ankush S/o Mukesh Gupta
Age : 25 Years, Occ. Business
R/o Gurudev Residency, Ground Floor,
Opp. St. Johns School, Jalna.



Partners of Shree Osiya Builders,
Having its office at Gurudev Residency, Ground Floor, Opp. St. Johns School, Jalna
Pan No. ACOES-7130F.

WHEREAS:-

- The owner firm Ketan Shah Industries Limited Liability Partnership is owner of plots bearing 1) CTS No. 4016 admeasuring 893.6 Sqm, 2) CTS No. 4017 admeasuring



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810.00 Sqm. 3] CTS No. 2894 admeasuring 883.5 Sqm. All three plots adjacent to each other and are totally admeasuring 2587.1 Sq. Mts. all situated at Talreja Nagar, Jalna within the limits of Jalna Municipal Council, which is more particularly described in schedule I written hereunder.

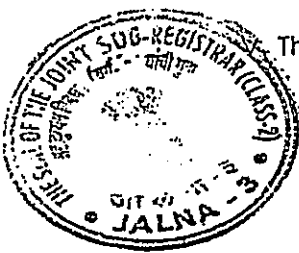
II. The constituted attorney are partners of Shri. Osiya bullders.

III. The owner firm and developer firm have entered into registered development agreement dated 10th July 2014 registered at daybook serial no. 2374/2014 with the office of Sub Registrar Jalna on 14.07.2014 whereby the owner firm has granted development rights to the developer for carrying out construction over the said plots which are more particularly described in schedule written hereunder. As per the terms of development agreement the share of owner and the developer in the said project is 50% : 50%.

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IV. The developer obtained requisite building permission from the Jalna Municipal Council and has commenced construction of group housing scheme name and styled as "Krishna Residency" consisting of 47 Independent flats as per the sanctioned building permission.

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The owner firm and the developer have executed registered rectification deed dated 26/4/16 registered at daybook serial no. 1683/2016 with the office of Sub Registrar Jalna thereby rectifying the development agreement dated 10th July 2014 wherein the developer firm and the owner firm have divided the said 47 independent flats amongst them as per the ratio laid down in the development agreement.



VI. As per the said deed of rectification 23 independent flats which are more particularly described in schedule-II written hereunder are allotted to the share of the developer and the developer are at liberty to sell and transfer the said

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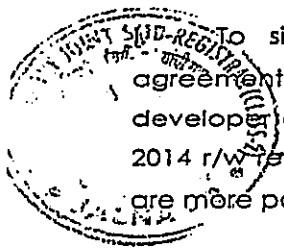
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- Independent flats and receive consideration in respect of same subject to the terms and conditions laid down in the development agreement 10th July 2014 r/w deed of rectification dated 26/04/2016 *(HDP/4)*

VII. In order to avoid any controversy the executants have agreed to sign the instrument of agreement to sale, sale deed in respect of the flats allotted to the share of the developer which are more particularly described in schedule II hereunder, as consenting party.

VIII. That, due to preoccupation it is not possible for the executants to sign very instrument in respect of the flats allotted to the developer and therefore, the executants have decided to appoint the constituted attorneys jointly and severally to do following i.e. to say remain present in the office of Sub Registrar Jalna :-

NOW KNOW YOU ALL AND THESE PRESENTS WITNESSES THE EXECUTANTS WHO ARE DESIGNATED PARTNERS OF KETAN SHAH INDUSTRIES LIABILITY PARTNERSHIP, JOINTLY AND SEVERALLY HEREBY APPOINT AND CONSTITUTE SHRI. RAJESH S/O SHANTILAL SAMDARIYA, AND SHRI. ANKUSH S/O MUKESH GUPTA, PARTNERS OF SHRI. OSIYA BUILDERS TO BE OUR TRUE AND LAWFUL ATTORNEY WITH FULL AUTHORITY AND POWER TO DO AND EXECUTE ALL ACTS, DEEDS AND THINGS MENTIONED BELOW, ON OUR BEHALF AND IN OUR NAME SUCH AS:



To sign as consenting parties on behalf of the executants in the agreement to sell, sale deed in respect of the Flats allotted to the developer as per the terms of development agreement dated 10th July 2014 r/w registered deed of rectification dated 26/04/2016 and which are more particularly described in schedule- II hereunder.

ii. To represent the executants as consenting parties in the agreement to sale/ sale deed executed by the developer firm in respect of flats.

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mentioned in schedule- II hereunder in favour of prospective purchasers before the Sub Registrar Jalna.

III. present such agreement to sell/ Sale Deed in respect of flats which are more particularly described in schedule- II hereunder for registration before the Sub Registrar and represent the executant as consenting parties to such Instruments.

AND we agree to ratify all acts and things lawfully done by the said attorneys in exercise of the powers herein contained. AND we hereby declare and agree that all such acts, deeds and things that may be done by our said Power of Attorney and/or their substitutes by virtue of power hereby conferred shall be binding on us, if done by us.

IN
EXI

SCHEDULE OF PLOT

All that piece and parcel of plots bearing 1) CTS No. 4016 admeasuring 893.6 Sqm, 2) CTS No. 4017 admeasuring 810.00 Sqm, 3) CTS No. 2894 admeasuring 883.5 Sqm. All three plots adjacent to each other and are totally admeasuring 2587.1 Sq. Mts. all situated at Talreja Nagar, Jalna within the limits of Jalna Municipal Council and all three plots jointly bounded as under :

On Towards East Gall
On Towards West 9.00 Mtrs. Wide Road.
On Towards North CTS No. 285
On Towards South CTS No. 4018

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SCHEDULE II

FLATS ALLOTTED TO THE SHARE OF DEVELOPER

Sr. No.	Flat No.	BHK	Floor	Carpet area
1.	Flat No. 4	3 BHK	Ground Floor	118.00 Sq.M
2.	Flat No. 5	2 BHK	Ground Floor	78.78 Sq. M.
3.	Flat No. 6	2 BHK	Ground Floor	77.17 Sq.M.
4.	Flat No. 7	2 BHK	Ground Floor	78.70 Sq.M.
5.	Flat No. 105	2 BHK	First Floor	78.70 Sq.M.
6.	Flat No. 106	2 BHK	First Floor	77.17 Sq.M.
7.	Flat No. 107	2 BHK	First Floor	78.70 Sq.M
8.	Flat No. 205	2 BHK	Second Floor	78.70 Sq.M.
9.	Flat No. 206	2 BHK	Second Floor	77.17 Sq.M.
10.	Flat No. 207	2 BHK	Second Floor	78.70 Sq.M.
11.	Flat No. 304	3 BHK	Third Floor	118.00 Sq.M.
12.	Flat No. 305	2 BHK	Third Floor	78.70 Sq.M.



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urchasers

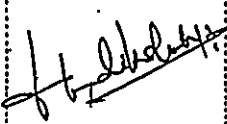

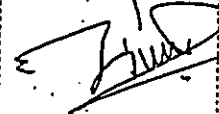

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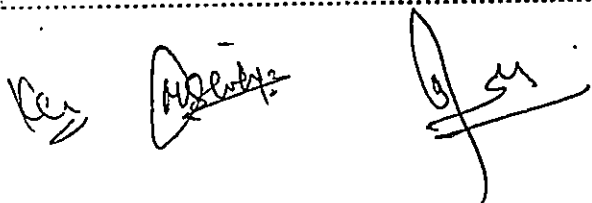
13.	Flat No. 306	2 BHK	Third Floor	77.17 Sq.M.
14.	Flat No. 307	2 BHK	Third Floor	78.70 Sq.M.
15.	Flat No. 404	3 BHK	Forth Floor	118.00 Sq.M.
16.	Flat No. 405	2 BHK	Forth Floor	78.70 Sq.M.
17.	Flat No. 406	2 BHK	Forth Floor	77.17 Sq.M.
18.	Flat No. 407	2 BHK	Forth Floor	78.70 Sq.M.
19.	Flat No. 408	3 BHK	Forth Floor	118.00 Sq.M.
20.	Flat No. 505	2 BHK	Fifth Floor	78.70 Sq.M.
21.	Flat No. 506	2 BHK	Fifth Floor	77.17 Sq.M.
22.	Flat No. 507	2 BHK	Fifth Floor	78.70 Sq.M.
23.	Flat No. 508	3 BHK	Fifth Floor	118.00 Sq.M.

IN WITNESS WHEREOF THIS POWER OF ATTORNEY IS MADE AND EXECUTED ON DAY AND DATE MENTIONED HEREINABOVE.

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<p>Signed and Sealed by within named executants Designated partners of Ketan Shah Industries Limited Liability Partnership Through its Authorized Signatory (Resolution Attached)</p> <p>Shri. Hardik Bharat Kumar Shah,</p>	<p>Signature</p> 	<p>Photo</p>
<p>Signed and Sealed by within named constituted attorney</p> <p>Partners of</p> <ol style="list-style-type: none"> Shri. Rajesh S/o Shantilal Samdarlya, Shri. Ankush S/o Mukesh Gupta Partners of Shree Osiya Builders, 	<p>Signature</p>  	


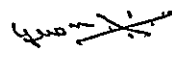
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Witnesses		
1. Name Shri Amol Jayprakash Deshmukh Address : Siddhkala, Kanchannagar, Ambad Road, Jalna- 431203		
2. Name Mukesh Dwarkadas Chappu Address P. M. S. N. Nagar Jalna		

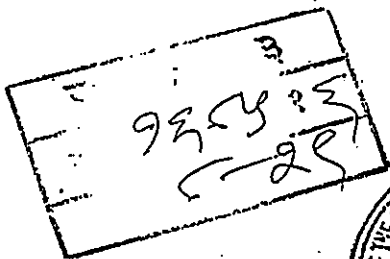
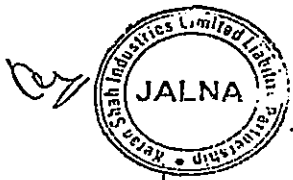
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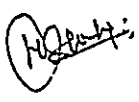

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Ketan Shah Industries Limited Liability Partnership

Plot No. 4088/6, Nath Nagar, Mantha Road, JALNA - 431 203.
Telefax : 02482 - 243234

Relevant extracts of the minutes of the proceedings of the meeting of the Designated Partners of Ketan Shah Industries Limited Liability Partnership, held on 18th April, 2016 at 11.30 am at the office at 4088/6, Nath Nagar, Mantha Road, Jalna - 431 203 (MS).

AUTHORITY TO ENTER INTO DEVELOPMENT AGREEMENT

"Resolved That the Designated Partners be and are hereby decided to enter into Development Agreement with M/s Shr Osiya Builders for development of land bearing CTS No.2894, 4016 & 4017 situated at Talreja Nagar, Near Mission Hospital, Jalna on the terms and conditions contained in the draft Agreement placed before the board and intialled by the Chairman for the purpose of identification.

Resolved Further that, Mr Hardik Shah, Authorised Representative of the LLP be and are hereby authorized to sign the Development Agreement on behalf of the LLP and such other documents and papers as may be necessary and lodge the Agreement for registration with the Sub-Registrar at Jalna and admit execution thereof and complete all registration formalities and to do all acts, deeds, matters and things on behalf of the LLP.

Resolved Further That the common seal be affixed on the documents alongwith the counter signature of any one of the Designated Partner of the LLP.

Resolved Further That a copy of the resolution signed by the Designated Partners of the LLP be delivered to the said departments to act upon it until any change is notified in this regard."

Certified true copy

For Ketan Shah Industries Limited Liability Partnership



Ketan Shah
Designated Partner
(Ketan Shah)

Radhika Shah
Designated Partner
(Radhika Shah)



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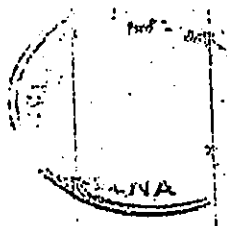
मालमत्ता पत्रक

जालना तालुका/न.भु.मा.का.-- जालना जिल्हा -- जालना

शासनाला दिलेल्या अकराव्या क्रमांका भाद्रपदाचे तपशील आणि त्याच्या फेर तपासणीची दिरक घेता.

वर्ष १९९९ शी.सं. का. संख्या १-२-१९७४ फी.

वर्ष	खंड क्रमांक	नविन धारक (या) पट्टेदार (य) किंवा थार (थ)
१९९९		(श्री. आर्जुनदास कथुनाभल.) फी. क्र. २२९४७७
१९९९		धोला - श्री. अर्जुनदास कथुनाभल गेही याने देवगिरी नागरी सह.बँक लि.रा. जालना कडून रु. २५,००,०००/- फर्ज घेतले.
१९९९	बँकचे पत्र दि. २१-७-० २१/०१/२००६	फी. क्र. २६४७० ने कर्मा देवगिरी नागरी सह.बँक शा.जालना



१९९९ : ३
११-२९

धा केतन शाह इंडस्ट्रियल एज.एल. पी.तर्फे हादीक भरतकुमार

संगणका प्रमाणे नक्कल

अर्ज प्राप्त दिनांक २४.१.२०१६

अर्ज निकाली दिनांक २४.१.२०१६

नक्कल फी. ७०

कागद फी. १

तकण फी. ७०

- १) अर्जदाराचे नाव... २४.१.२०१६
- २) अर्ज प्राप्त दिनांक... २४.१.२०१६
- ३) अर्ज निकाली दिनांक... २४.१.२०१६
- ४) नक्कल फी. ७०
- ५) कागद फी. १
- ६) तकण फी. ७०

मुख्यमन्त्री

उप-अधीक्षक

141

जालना
रिट नंबर

१९५५

क्र. १
खंदा
दि. १

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142

मालमत्ता पत्रक

जिल्ला -- जालना

तालुका/न.भु.मा.का. -- जालना

मालमत्ता पत्रक

पत्रक नं. २१०७७/११३३

धारणाधिकाारी

[श्री. मालमत्ता (प.छा.माल.)
 त्रिभुवन, २०७३
 दि. १-११-१९६२, ई.]

क्र.सं.	खंड क्रमांक	नयिन धारक (भा) पट्टेदार (प) किंवा भार (भा)	राक्षसपत्र
२२	S.I.F.	क.सं. ३१५६९ नं. धारक अक्षय कुमार शर्मा मुकुंदराज तुलसीदास धारक सुनील भुपतीदास धारक संजय तुलसीदास धारक नरेश तुलसीदास धारक भा. केतन शाह इंडस्ट्रीज एल.एल. पी. तर्फ केतन विनायक कुमार शाह	क.सं. ३१५६९ नं. धारक अक्षय कुमार शर्मा मुकुंदराज तुलसीदास धारक सुनील भुपतीदास धारक संजय तुलसीदास धारक नरेश तुलसीदास धारक भा. केतन शाह इंडस्ट्रीज एल.एल. पी. तर्फ केतन विनायक कुमार शाह

जालना जालना

संगणका प्रमाणे नक्कल

- १) अज्ञातस्थाने नाल (३३१) नक्कल
- २) अर्ज प्राप्त दिनांक २४/१२/२०१४
- ३) अर्ज निकाली दिनांक २४/१२/२०१४
- ४) नक्कल फि. ४०
- ५) कागद फि.

१६५५
 १३-२९

मुख्यालय
 उप-अधीक्षक भुमि अभिलेख
 जालना.



उप-अधीक्षक भुमि अभिलेख
 जालना.

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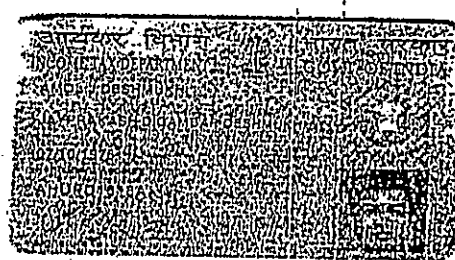
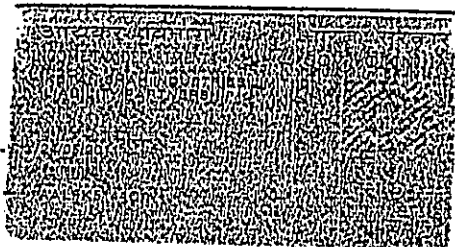
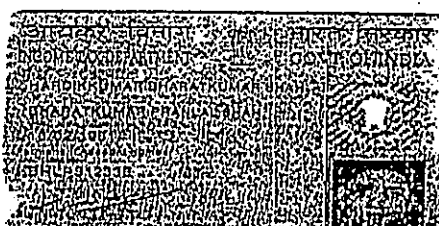
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भारत सरकार
INCOME TAX DEPARTMENT
BRICKS BUILDERS
ACOP571907

आयकर विभाग
INCOME TAX DEPARTMENT
ANKUSH GUPTA
MUKESH GUPTA
07/12/1988
BGR88884R

भारत सरकार
GOVT. OF INDIA

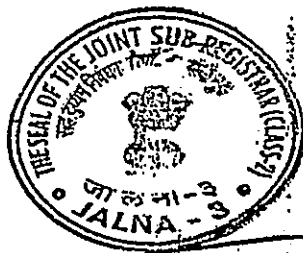
PERMANENT ACCOUNT NUMBER
AECPS9215A
RAJESH SHANTIL SANDARIYA
SHANTIL MISHRIL SANDARIYA
26-06-1988
JALNA - 3

954:5
29-28



Key

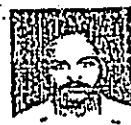
151



ज.स.स. - ३
व.क्र. ६८५२०४
२२ - २५

152

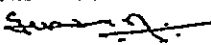
स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AEARG4360B



नाम / NAME
MUKESH DWARKADAS GUPTA

पिता का नाम / FATHER'S NAME
DWARKADAS GUPTA

जन्म तिथि / DATE OF BIRTH
01-09-1965

हस्ताक्षर / SIGNATURE


आयकर आयुक्त, नासिक
COMMISSIONER OF INCOME-TAX, NASIK

07



प.न.नं.-3
द.नं. 95-9/2082
28-1-20

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Type of Payment	
1	
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2	
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30046401	Star
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Total	
Payment Detail	
Cheque/DD No	
Name of Bank	
Name of Branch	
Mobile No. : N	

ज.न.स. - ३
 द.क्र. ५८५१०१५
 २६-२५



155

Summary 1 (

359/1685

मंगळवार, 26 ए
म.नं.

दस्त क्रमांक :

वाजार मुल्य:

भरलेले मुद्रांक

दु. नि. सह. दु

अ. क्रं. 1685

रोजी 12:56

दस्त हजर

Sub/Regi

दस्ताचा प्र

मुद्रांक शुल्

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शिवका क्रं.

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ज.न.स. + 3
द.क्र. 9304-23
२२-२२

156

159/1685

दस्त गोपवारा भाग-1

जनग3

गळवार, 26 एप्रिल 2016 12:57

दस्त क्रमांक: 1685/2016

दि. नं.

दस्त क्रमांक: जनग3 /1685/2016

बाजार मुल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. जनग3 यांचे कार्यालयात

पावती:1990

पावती दिनांक: 26/04/2016

अ. क्र. 1685 वर दि.26-04-2016

सादरकरणाराचे नाव: श्री ओसीया विल्डर्स पार्टनरशिपफर्म
तर्फे भागीदार - राजेश शांतीलाल समदरीया .

रोजी 12:56 म.नं. वा. हजर केला.

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 580.00

पृष्ठांची संख्या: 29

दस्त हजर करणाऱ्याची/सही:

एकुण: 680.00

Sub-Registrar-Jaina 3

Sub-Registrar-Jaina 3

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: (48-ह) (अ) ते (ग) खेरीज@ इतर कोणत्याही प्रकरणात

शिवका क्रं. 1 26 / 04 / 2016 12 : 56 : 44 PM ची वेळ: (सादरीकरण)

शिवका क्रं. 2 26 / 04 / 2016 12 : 57 : 04 PM ची वेळ: (फी)



157

Summary-

26/04/2016

दस्त क्रमांक
दस्ताचा प्रकार

अनु क्र.

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बरील दस्त
शिवका व

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पटवितात

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दस्त गोपवारा भाग-2

जनग3

दस्त क्रमांक:1685/2016

26/04/2016 12 59:38 PM

दस्त क्रमांक :जनग3/1685/2016

दस्तावा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार:	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री ओसीया बिल्डर्स पार्टनरशिपफर्म तर्फे भागीदार - राजेश शांतीलाल समदरीया . पत्ता:प्लॉट नं: ,, माळा नं: ,, इमारतीचे नाव: ,, ब्लॉक नं: ,, रोड नं: रा.गुरुदेव रेसिडेन्सी, सेंट जॉन्स शाळेजवळ, जालना, महाराष्ट्र, जालना. पॅन नंबर:ACOFS7130F	पॉवर ऑफ अटॉर्नी होल्डर वय :-49 स्वाक्षरी-		
2	नाव:श्री ओसीया बिल्डर्स पार्टनरशिपफर्म तर्फे भागीदार - अंकुश मुकेश गुप्ता . पत्ता:प्लॉट नं: ,, माळा नं: ,, इमारतीचे नाव: ,, ब्लॉक नं: ,, रोड नं: रा.गुरुदेव रेसिडेन्सी, सेंट जॉन्स शाळेजवळ, जालना, महाराष्ट्र, जालना. पॅन नंबर:ACOFS7130F	पॉवर ऑफ अटॉर्नी होल्डर वय :-25 स्वाक्षरी-		
3	नाव:केतन शहा इंडस्ट्रीज एलएलपी तर्फे भागीदार - केतन विनोदकुमार शहा व राधिका केतन शहा यांचे तर्फे दस्त करणार - हादिक भरतकुमार शहा . पत्ता:प्लॉट नं: ,, माळा नं: ,, इमारतीचे नाव: ,, ब्लॉक नं: ,, रोड नं: रा. नाथनगर, मंठा रोड, जालना , महाराष्ट्र, जालना. पॅन नंबर:AALFK5144Q	कुलमुखत्यार देणार वय :-35 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथित कुलमुखत्यारपत्र या दस्त ऐवज करून दिल्याचे कबुल करतात.
शिकका क्र.3 ची वेळ:26 / 04 / 2016 12 : 58 : 27 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणाऱ्यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

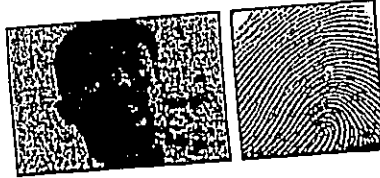
अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मुकेश द्वारकादास गुप्ता वय:51 पत्ता:रा.प्रितीसुधा नगर, मंठा रोड, जालना पिन कोड:431203		



Summary-2

2 नाव:अमोल जयप्रकाश देशमुख
वय:40
पत्ता:रा. कांचन नगर, अंबड रोड, जालना
पिन कोड:431203

[Signature]
स्वाक्षरी



शुक्रा क्रा.4 ची वेळ:26 / 04 / 2016 12 : 59 : 31 PM

[Signature]
Sub-Registrar Jalna 3

ज.न.ग.-३.
द.क्र.१६५/२०१६
३६-२९

EPayment Details.

Sr.	Epayment Number	Defacement Number
1	MH000529614201617E	0000336026201617

1685 /2016

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अपल्यात करण्यात आलेली या दस्तावेजात
सुद्धा *[Signature]* च्या अस्तित्वात
पुस्तक क्र. १६५/२०१६
नोंदवया. दिनांक २९ फेब्रु.१६

[Signature]
ह. दुय्यम नियमक (वर्ष-२)
जालना-३



मालमत्ता पत्रक

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विभाग/मौजे -- जालना

तालुका/न.भु.मा.का. -- जालना

जिल्हा -- जालना

नगर भूमापन क्रमांक / फा. प्लॉ. न.	शिफ्ट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
४०१६	४०१६		८९३.६ चौ.मी.	क	सान्वास पान.

सुविधाधिकार

हक्काचा मुळ धारक वर्ष १९७५ [श्री. आर्जुनदास कावुलमल.] [खरेदीने र.न.१. दिनांक १-१-१९७४ ई.]

पट्टेदार

इतर भार

इतर शिरे

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कार
०६/११/१९८१	चौकशी रजिस्टर प्रमाणे नांवाची दुरुस्ती करण्यात आली आहे.	-	[श्री. आर्जुनदास कावुलमल.] फे.क्र. २६९४४ ने कम]	सही - न.भू.अ. जालना
०१/१२/२००४	फे.क्र. २६४७० ने कमी	--	बोजा :- श्री. आर्जुनदास कावुलमल गेही यांनी देवगिरी. नागरी सह.बँक लि.शा. जालना कडून र.रू. २५,००,०००/- कर्ज घेतले.	फेरकार क्र.५७२१ प्रमाणे सही - १२/०१/२००४ ता.नि.भू.अ. जालना
१४/०८/२००६	नांदणीकृत गहाणखता अन्वये श्री. आर्जुनदास कावुलमल. यांनी र. रू. ५००००० साठी तारण देवल्याने इतर हयकाल नांघ पाखल के	बँकचे पत्र दि. २१-७-० ३१/०३/२००६	फे.क्र. २६४७० ने कमी देवगिरी नागरी सह.बँक शा.जालना	फेरकार क्र.१०८५०३ सही - १४/०८/२००६ ता.नि.भू.अ.
०१/१२/२०११	बोजा नांद कमी :- देवगिरी नागरी सह बँक लिमी औरंगाबाद शाखा जालना यांचेकडिल पत्र दिनांक १२/११/२०११ अन्वये श्री आर्जुनदास कावुलमल गेही गेही त्यांचे नायासमोरील कर्जाची परतफेड केल्याने इतर हयकालील बोजा नांद कमी केली.			फेरकार क्र.२६४७० सही - ०१/१२/२०११ उप-अ.भू.अ. जालना
२२/०६/२०१२	खरेदीने :- र.द.ख.क्र ९९४/१२/०२.०३.२०१२ अन्वये संपूर्ण क्षेत्र		धा केतन शहा इंडस्ट्रीज एल.एल. पी.तर्फे हादीक भरतकुमार शहा	फेरकार क्र.२६९४४ सही - २२/०६/२०१२ उप-अ.भू.अ. जालना

रक्षणका प्रमाणे नक्कल

तपासणी करणारा -

खरी नक्कल -

- १) अर्जदाराचे नांव... श्री. आर्जुनदास कावुलमल जालना
- २) अर्ज प्राप्त दिनांक... ०३/०३/१६ जालना
- ३) अर्ज निलमली दिनांक... ०३/०३/१६
- ४) नक्कल फि... ६०/-
- ५) कागद फि... १५/-
- ६) रक्षण फि... ६१/-

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जालना.

मालमत्ता पत्रक

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जिल्हा -- जालना

शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ

विभाग/मौजे -- जालना

तालुका/न.भु.मा.का. -- जालना

नगर भूमापन क्रमांक / फा. प्लॉ. न.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार
२८९४	२८९४			
१९६ (भाग)		फे.क्र. २३८०६ प्रमाणे, सही दि. २६/०७/२०१६	८८३.५ + ८९३.६ + ८९०.० = २५६७.१० चौ.मी.	क

सुविधाधिकार

हक्काचा मुळ धारक वर्ष १९७५ [श्री.राधेश्याम पि.फकिरचंद मुंदडा.] खरेदीने र.न. ७२३ दि. ६-११-६९.

पट्टेदार

इतर भार

इतर शीरे

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्करण
०६/०७/२००४	खरेदीने दस्त क्र. ५३४४/१० दि. १९/११/२०१० संपूर्ण मिळकत	मौ.क्र. २११२ दि. ३-७-०४.	धा.फे.क्र. २४७८४ ने कमी सो. दिल्ली जगदिसा खट्टर. अमित जगदिसा खट्टर.	फे.क्र. ६१३९ प्रमाणे सही - २६/०७/२००४ सा.नि.भू.अ. जालना
२१/१२/२०११	खरेदीने र.ख.क्र. ५५८५/२०११ दि. १८/१०/२०११ अन्वये संपूर्ण मिळकत		धा. जगदीश नथुमलजी नाथानी महेश नथुमलजी नाथानी नरेशकुमार दिनेशकुमारजी जेधलिया फे.क्र. ३०१२९९ ने कमी	फे.क्र. २४७८४ सही - १३/१२/२०१० उप-अ.भू.अ. जालना
१२/०५/२०१५	अक्षरी क्षेत्र नोंद : मा.जभाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील क्र.ना.भू./म.घ.अक्षरी नोंद/२०१५, दि.१६/०२/२०१५ चे परिपत्रकान्वये क्षेत्राची अक्षरी नोंद घेतली असे. अक्षरी क्षेत्र आठशे च्याऐशी पॉइंट पाच चौ.मी.		धा. केतनशाहा इंडस्ट्रीज एल एल पी तर्फे केतन विनोदभाई शाहा	फे.क्र. ३०१२९९ सही - २१/१२/२०११ उप-अ.भू.अ. जालना
१६/०७/२०१६	आदेशाने नोंद : मा.जिल्हा अधीक्षक भूमि अभिलेख, जालना यांचेकडील आदेश क्र.न.भू./एफओएफ/२०१६, दिनांक ११/०७/२०१६ व इकडील कार्यालयाचे आदेश क्र.न.भू./२८९४. ४०१६, ४०१७/एफओएफ/२०१६, दिनांक १२/०७/२०१६ अन्वये न.भू.क्र. २८९४, ४०१६, ४०१७ या मिळकत पत्रिकेचे एकत्रीकरण करून न.भू.क्र. ४०१६ व ४०१७ या मिळकत पत्रिका रद्द करण्यात येत असून त्यावरील क्षेत्र व धारकाच्या नावाच्या नोंदी न.भू.क्र. २८९४ या मिळकत पत्रिकेवर घेण्यात येत आहे.		धा. केतन शाहा इंडस्ट्रीज एल.एल.पी. तर्फे १) केतन विनोदभाई शाहा २) हादीक भरतकुमार शाहा	फे.क्र. २१५५० प्रमाणे सही - १२/०५/२०१५ उप-अ.भू.अ. जालना
१३/०७/२०१६	खरेदीने : र.न.ख.क्र. १९६७/२०१६, दिनांक ११/०५/२०१६ अन्वये निसन्या मजल्यावरील सदनिका क्र.३०२, क्षेत्र ७७.१७ चौ.मी.		भा.धा. अनिता सतिश अग्रवाल	फे.क्र. २३८०६ प्रमाणे सही - १३/०७/२०१६ उप-अ.भू.अ. जालना

मुख्यालय सहाय्यक उप-अधीक्षक भूमि अभिलेख जालना

मालमत्ता पत्रक

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विभाग/मोजे -- जालना

तालुका/न. भु. मा. का. -- जालना

जिल्हा -- जालना

नगर भूमापन क्रमांक / फ. प. न.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ
२८९४	२८९४				

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कृत
१३/०७/२०१६	खरेदीने : र.द.ख.क्र.२९६६/२०१६, दिनांक ११/०५/२०१६ अन्वये चौथ्या मजल्यावरील सदनिका क्र.४०२, क्षेत्र ७७.१७ चौ.मी.		भा.धा. राहुल नंदलाल अप्रवाळ	फेरफार क्र. प्रमाणे सहा - १३/०७/२०१६ उप-अ.भू.अ. जालना
१३/०७/२०१६	खरेदीने : र.द.ख.क्र.२१८१/२०१६, दिनांक १०/०५/२०१६ अन्वये तिसऱ्या मजल्यावरील सदनिका क्र.३०३, क्षेत्र ७८.७० चौ.मी.		भा.धा. सिध्दाथ महावीर रुणवाल	फेरफार क्र. प्रमाणे सहा - १३/०७/२०१६ उप-अ.भू.अ. जालना
१३/०७/२०१६	खरेदीने : र.द.ख.क्र.२१८३/२०१६, दिनांक १०/०५/२०१६ अन्वये तळ मजल्यावरील सदनिका क्र.२, क्षेत्र ११५.५६ चौ.मी.		भा.धा. पंकज श्रीराम अप्रवाळ	फेरफार क्र. प्रमाणे सहा - १३/०७/२०१६ उप-अ.भू.अ. जालना
१३/०७/२०१६	खरेदीने : र.द.ख.क्र.२१८२/२०१६, दिनांक १०/०५/२०१६ अन्वये पाचव्या मजल्यावरील सदनिका क्र.५०२, क्षेत्र ७७.१७ चौ.मी.		भा.धा. पयन भगतराम अप्रवाळ	फेरफार क्र. प्रमाणे सहा - १३/०७/२०१६ उप-अ.भू.अ. जालना
१३/०७/२०१६	खरेदीने : र.द.ख.क्र.२९६८/२०१६, दिनांक ११/०५/२०१६ अन्वये दुसऱ्या मजल्यावरील सदनिका क्र.२०३, क्षेत्र ७८.७० चौ.मी.		भा.धा. सरोज गजेश समदराया	फेरफार क्र. प्रमाणे सहा - १३/०७/२०१६ उप-अ.भू.अ. जालना
१३/०७/२०१६	खरेदीने : र.द.ख.क्र.२१८०/२०१६, दिनांक १०/०५/२०१६ अन्वये तिसऱ्या मजल्यावरील सदनिका क्र.३०१, क्षेत्र ७८.७० चौ.मी.		भा.धा. सतिप काशिमरीलाल अप्रवाळ	फेरफार क्र. प्रमाणे सहा - १३/०७/२०१६ उप-अ.भू.अ. जालना

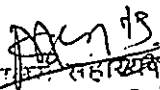
तपासणी करणारा -

खरी नक्कल -

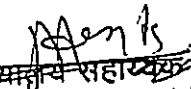
रगणका प्रमाणे नक्कल

जालना

जालना


 उप-अधीक्षक भूमि अभिलेख
 जालना

- १) अर्जदाराचे नाव..... 31.8.21
- २) अर्ज प्राप्त दिनांक..... 21.7.16
- ३) अर्ज निकाली दिनांक..... 21.7.16
- ४) नक्कल फि..... 130/-
- ५) कागद फि..... 2/-
- ६) मूळ फि..... 132/-

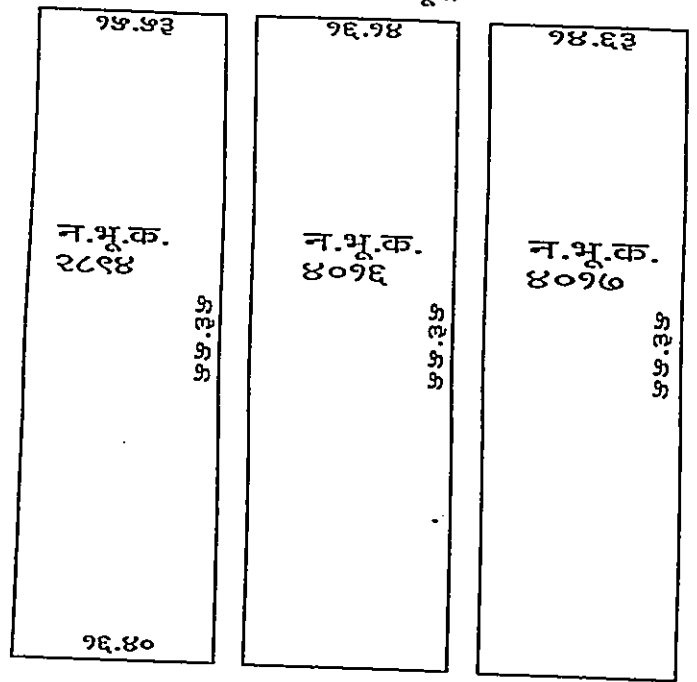

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 जालना

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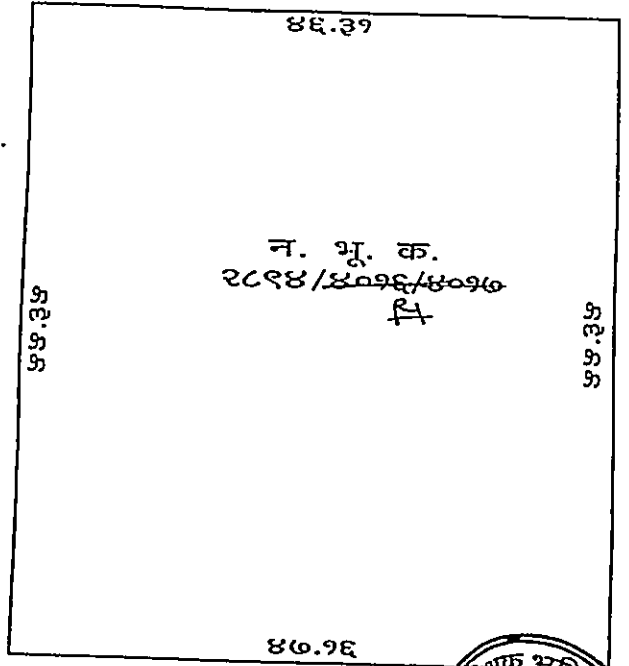
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अर्जदार :- केतन शहा इंडस्ट्रीज एल. एल. पी. तर्फे
केतन विनोदकुमार शहा व ईतर
मोजणी अर्ज दिनांक :- १९/०५/२०१६
मोजणी दिनांक :- २०/०६/२०१६
मो. र. क./तातडी/पोटहिस्सा/२०/२०१६
शहर :- जालना
न. भू. क. ४०१६,४०१७,२८९४

एकत्रीकरणपूर्वी



एकत्रीकरणानंतर



मोजणी करणार
K. S. Me
१५-५-१६

परीक्षित/प्रमाण्यकरण
श्री. सजेश बी. जाधव
शासकीय विभागाधिक

मुख्यालय सहायक
मंथ
उप अधीक्षक भूमि अभिलेख
जालना



प्रमाण
मोजे :- जालना
तालुका :- जालना
जिल्हा :- जालना