



Tuesday, January 18, 2011

1:22:01 PM

Original

नोंदणी 39 म.

Regn. 39 M

# पावती

पावती क्र. : 545

दिनांक 18/01/2011

गावाचे नाव बोरीवली

दस्तावेजाचा अनुक्रमांक वदर6 - 00545 - 2011

दस्तावेजाचा प्रकार करारनामा



सादर करणाराचे नाव: पुरुषोत्तम बालकृष्ण घेऊलकर

नोंदणी फी :- 6170.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (60) :- 1200.00

**एकूण रु. 7370.00**

आपणास हा दस्त अंदाजे 1:36PM ह्या वेळेस मिलेल

दुय्यम निबंधक  
बोरीवली 3 (बोरीवली)

वाजार मुल्य: 616300 रु. मोबदला: 132240 रु.

भरलेले मुद्रांक शुल्क: 13500 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ इंडिया, मुं 92;

डीडी/घनाकर्ष क्रमांक: 062406; रक्कम: 6170 रु.; दिनांक: 14/01/2011

**सह दुय्यम निबंधक, बोरीवली क. ३,**

**मुंबई उपनगर जिल्हा.**

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REGISTERED ORIGINAL DOCUMENT

DATE RECORDED ON 18/1/2011



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Maharashtra

## e-Stamp

Issued by :  
Stock Holding Corporation of India Ltd.  
Location : *Ahathopal*  
Signature : *[Signature]*  
Details can be verified at [www.shcilestamp.com](http://www.shcilestamp.com)

Certificate No.	: IN-MH011261257607361
Certificate Issued Date	: 01-Sep-2010 12:46 PM
Account Reference	: SHCIL (FI)/ mhshcil01/ GHATKOPAR/ MH-MSU
Unique Doc. Reference	: SUBIN-MHMHSHCIL01011821784689181
Purchased by	: CHHEDA BUILDERS
Description of Document	: Article 25(b)to(d) Conveyance
Property Description	: C.T.S 363 A, OF VILLAGE BORIVALI
Consideration Price (Rs.)	: 1,32,240 (One Lakh Thirty Two Thousand Two Hundred And Forty only)
First Party	: CHHEDA BUILDERS
Second Party	: MR PURSHOTTAM BALKRISHNA CHEVLKAR
Stamp Duty Paid By	: CHHEDA BUILDERS
Stamp Duty Amount(Rs.)	: 13,500 (Thirteen Thousand Five Hundred only)



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### Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs)
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "[www.shcilestamp.com](http://www.shcilestamp.com)"

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001  
 Office : COLLECTOR OF STAMP (BORIVALI), M.M.R.D.A BUILDING, 1<sup>st</sup> FLOOR,  
 BANDRA - KURLA COMPLEX, BANDRA (E) MUMBAI - 400 051.

**C 0079138**

**RECEIPT FOR PAYMENT TO GOVERNMENT**

**NOT TRANSFERABLE**

Receipt No.: 92

Receipt Date : 05/10/2010

Received From : CHHEDA BUILDERS

On Account of : 103-(II)

Counter No. : 1

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
Cash					100.00

Case No.:

ADJ/B/6403/2010

Lot No. : Lot Date

Total D.O. :

Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)



**DELIVERED**

**28 NOV 2010**

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Total :



Rs.: Rupees :

100.00 One Hundred Only

Cashier / Accountant

Collector of Stamps Borivali  
 Signature / Designation



Certificate u/s. 32(1) (a)

M.V. = 6,16,300/-

Office of the

Collector of Stamps

Case No. Adj. B/6403/2010

19  
6396  
08-11-10

Certified under sec-32(1) (a) of the Bombay Stamp Act, 1958 that the instrument when is chargeable with stamp duty of Rs. (...13,500/-). Thirteen thousand five hundred only. under article.....25(d) of schedule I, has been already paid. Therefore, this instrument is duly stamped.

This certificate is subject to the provisions of sec. 53-A of the Bombay Stamp Act, 1958  
Place... Borivli  
Date... 28/10/2010

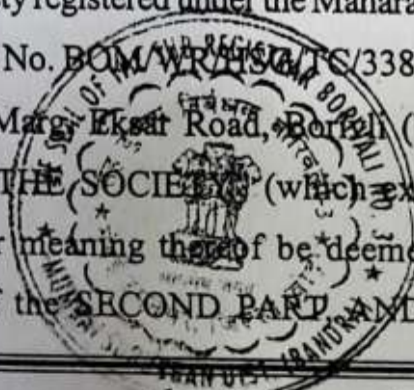
By e-Stamp  
Certificate No.: IN-MH01261257607367  
Date : 01-Sep-2010  
Location : Chhatrapati

Collector of Stamps  
Borivli



AGREEMENT FOR PERMANENT ACCOMMODATION

THIS ARTICLES OF AGREEMENT FOR PERMANENT ACCOMMODATION is made at Mumbai this 20<sup>TH</sup> day of SEPTEMBER in the Christian Year Two Thousand Ten BETWEEN CHHEDA BUILDERS, a Partnership Firm registered under the provisions of Indian Partnership Act 1932 bearing registration no. BA-86660, having its Office at 109-111, Goyal Shopping Arcade, Opp. Railway Station, Borivli (West), Mumbai - 400 092, hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being of the said Firm, survivor or survivors of them, the heirs, executors and administrators of the said Firm and assigns) of the FIRST PART, NEW GAGANGIRI CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/WR/REG/TS/3389 of 87-88, having its Office at Laxmi-Narayan Temple Marg, Ekisar Road, Borivli (West), Mumbai - 400 091, hereinafter referred to as "THE SOCIETY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART AND MR. PURSHOTTAM



P. B. Chaulkar

FOR M/S. CHHEDA BUILDERS

PARTNER

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P.B.C. BALKRISHNA CHEULKAR of Mumbai, Indian Inhabitant,  
presently residing at C2-213, New Gagangiri CHS, Eksar-  
Road, Borivli (w), Mumbai hereinafter referred to as "THE MEMBER"  
as registered in the Reg. of Members on Folio No. \_\_\_\_\_ (which expression shall  
unless it be repugnant to the context or meaning thereof be deemed to mean and include  
his/her heirs, executors, administrators and assigns) of the THIRD PART.

**WHEREAS:**

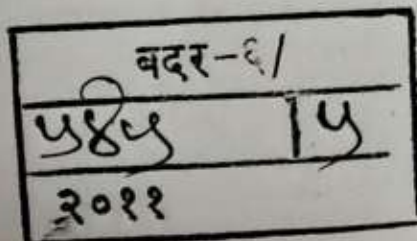
a. By a Deed of Conveyance dated 27<sup>th</sup> January, 2010, duly stamped and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-11/939/2010 on 27.01.2010, made and executed between (1) Dattatray Laxman Patil for self and as Manager and Karta of his Joint and Undivided Hindu Family, (2) Ramchandra Laxman Patil for self and as the Manager and Karta of his Joint and Undivided Hindu Family, (3) Durgabai Narayan Mhatre and (4) Mathurabai Ganpat Patil, through their duly Constituted Attorney Mr. Kamlakar R. Patil, therein referred to as the Vendors, M/s. Gagangiri Development Corporation, therein referred to as the First Confirming Party, M/s. Chheda Builders, therein referred to as the Second Confirming Party (i.e. the Developers herein) and New Gagangiri Co-op. Hsg. Scy. Ltd., therein referred to as Purchasers (i.e. the Society herein), the said Vendors with the consent and confirmation of the Confirming Parties therein conveyed unto and in favour of the Society herein the property being all that piece and parcel of land bearing Survey No.53, Hissa No.4 (part) bearing C.T.S. No.363-A admeasuring 4434.5 sq.mtrs. or thereabout, situate, lying and being at Revenue Village Borivli, Taluka Borivli, in the Registration District of Mumbai Suburban District (for brevity's sake hereinafter referred to as "the said property") at or for the consideration and on the terms and conditions recorded therein;

The Building known as "NEW GAGANGIRI" was constructed in the year 1985 comprising of 7 (Seven) Wings and each consisting of Ground + 4 upper floors having 98 residential premises existing on the said property is in occupation of 98 members including the Member herein;

c. The existing buildings being old and in dilapidated condition and require extensive



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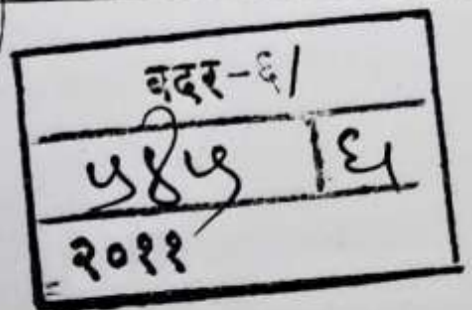




and heavy repair without having any certainty for its soundness and life and being personally unable to carry out re-development of the said property by its Resolution dated 10<sup>th</sup> February, 2008 passed in the Extra-Ordinary General Body Meeting of its Members, the Society herein decided to appoint the Developers herein to undertake implementation of the Project of constructing new buildings on the said property;

- d. Pending execution of the Development Agreement, the Society and the Developers herein had signed and executed a Memorandum of Understanding dated 16<sup>th</sup> December 2008, recording the broad terms and conditions as mutually agreed upon between them as regards the re-development of the said property;
- e. By an Agreement for Development dated 1<sup>st</sup> February, 2010 (for short "the said Agreement") duly stamped and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR 11-01087-2010 dated 1<sup>st</sup> February 2010, between the Society herein, therein called the Society, and the Developers herein therein called the Developers, the Society has granted development right in respect of the said property in favour of the Developers herein on the terms and conditions recorded therein;
- f. Pursuant to the said Development Agreement, the Society has vide a Power of Attorney dated 1<sup>st</sup> February 2010, duly stamped and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-11-01088-2010 dated 1<sup>st</sup> February 2010, authorized the Developers to do and perform various acts, deeds, things and matters for development of the said property as recorded therein.
- g. The Member herein is one of the members and shareholders of the said Society and holding 5 (five) shares of Rs.50/- each bearing distinctive nos. 236 to 240 (both inclusive) vide Share Certificate No. 48 dated 01/05/1989 and in use, occupation and possession of the premises being Flat No 2-213ad measuring 326 sq.ft. (carpet area) on the 2ND Floor of the then existing building (for brevity's sake hereinafter referred to as "the then existing premises");
- h. As contemplated in the said Agreement, the Society herein has retained for its members an aggregate area of 30476 sq. ft. (carpet area inclusive of balcony) being the existing area occupied by the members and further additional area of 7896 sq.ft. (carpet area inclusive of balcony) excluding free area, namely, nitch, flower

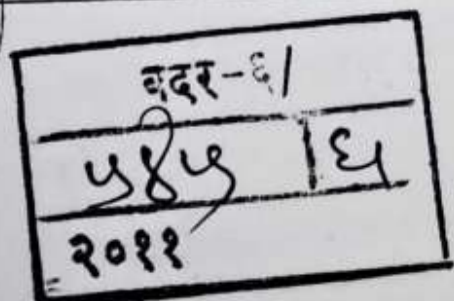
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- d. Pending execution of the Development Agreement, the Society and the Developers herein had signed and executed a Memorandum of Understanding dated 16<sup>th</sup> December 2008, recording the broad terms and conditions as mutually agreed upon between them as regards the re-development of the said property;
- e. By an Agreement for Development dated 1<sup>st</sup> February, 2010 (for short "the said Agreement") duly stamped and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR 11-01087-2010 dated 1<sup>st</sup> February 2010, between the Society herein, therein called the Society, and the Developers herein therein called the Developers, the Society has granted development right in respect of the said property in favour of the Developers herein on the terms and conditions recorded therein;
- f. Pursuant to the said Development Agreement, the Society has vide a Power of Attorney dated 1<sup>st</sup> February 2010, duly stamped and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-11-01088-2010 dated 1<sup>st</sup> February 2010, authorized the Developers to do and perform various acts, deeds, things and matters for development of the said property as recorded therein.
- g. The Member herein is one of the members and shareholders of the said Society and holding 5 (five) shares of Rs.50/- each bearing distinctive nos. 236 to 240 (both inclusive) vide Share Certificate No. 48 dated 01/05/1989 and in use, occupation and possession of the premises being Flat No L2-213 admeasuring 326 sq.ft. (carpet area) on the 2ND Floor of the then existing building (for brevity's sake hereinafter referred to as "the then existing premises");
- h. As contemplated in the said Agreement, the Society herein has retained for its members an aggregate area of 10476 sq. ft. (carpet area inclusive of balcony) being the existing area occupied by the members and further additional area of 7896 sq.ft. (carpet area inclusive of balcony) excluding free area, namely, nitch, flower

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bed, etc. so as to provide 98 members new premises in the proposed Project free of cost. As recorded in clause 5(a) of the said Agreement, it has been, inter alia, agreed that the members will be provided with 20% additional usable carpet area over and above the existing carpet area inclusive of Balcony area as per BMC approval, and about 12% additional area consisting of flower bed, nitch area, dry balcony, if so permitted and approved by MCGM as free of FSI as per D.C. Rules;

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- i. The Member herein being in possession of the said Flat No. C2-213 admeasuring 326 sq.ft. (carpet area inclusive of balcony), is entitled for an additional area of 65.20 sq.ft. (carpet area inclusive of balcony) free of costs aggregating in all 391.20 sq.ft. excluding free area in the form of new premises in the proposed building to be constructed on the said property;
- j. The Developers have applied for and obtained sanction of plan and issue of I.O.D. under reference No. E.B./CE/A-4776 BS/AR dated 19.05.2010 from the Concerned Development Authorities including MCGM;
- k. On obtaining sanction of plan and as evident therefrom, the parties hereto hereby confirm that the exact area of the said new premises agreed to be allotted to the member is reduced by 15.20 sq.ft. and the area of the said premises now stand corrected and confirmed as 376 sq.ft. (carpet area inclusive of balcony) and in view of reduction of the said area of 15.20 sq.ft., the Developers, as recorded in clause 32(r) of the said Development Agreement, have agreed to compensate to the member at the agreed amount of Rs 8700/- per sq.ft. to be paid within the time and in the manner as mutually agreed upon between the parties hereto.

Based on the said sanctioned plan, and as agreed upon with the Society, and as recorded in the said Development Agreement the Member is entitled to an allotment of new premises being Flat No. B-90 admeasuring about 376 sq.ft. (carpet area inclusive of balcony) excluding free area on 9TH Floor in Wing 'B' of the building (proposed) to be constructed by the Developers on the said property and as approved by the Society in the Extra-Ordinary General Body Meeting held on 14/4/2010;

- m. The Developers have agreed to provide and allot to the Member herein new premises being Flat No. B-90 admeasuring about 376 sq.ft. (carpet area including balcony) (i.e. the area of 326 sq.ft. + 50 sq.ft. free of costs) on the



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9TH Floor of Wing B of the new building to be constructed on the said property more particularly described in the Second Schedule hereunder written (for brevity's sake hereinafter referred to as "the said new premises");

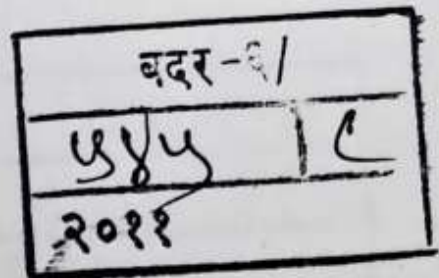
- ✓ n. As mutually agreed upon and as contemplated in the said Agreement, the parties hereto have mutually agreed to execute an agreement in favour of the Member by executing these presents as hereinafter appearing;

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

1. The parties hereto hereby declare and confirm that what is recited hereinabove as well as in the Development Agreement dated 01/02/2010 with regard to their right, title and interest of the said Society in the property described in the First Schedule hereunder written shall be treated as representations/declarations on their part as if the same are set out herein in verbatim and forming an integral part of this clause.
2. The parties hereto hereby declare and confirm that the said Development Agreement dated 1<sup>st</sup> February, 2010 and the Power of Attorney executed on 1<sup>st</sup> February, 2010 duly registered under Serial No. BDR-11-1087-2010 dated 1<sup>st</sup> February 2010 and BDR-11-1088-2010 dated 1<sup>st</sup> February 2010 are still valid, subsisting binding and enforceable.
3. a. The Developers hereby represent that after having obtained all requisite permissions, orders, sanctions, certificates including sanction of plan, issue of I.O.D. and Commencement Certificate, they shall construct a multi storied building consisting of Stilt + Upper Floors by use of the development potentiality of the property as "Base Land" and as and by way of TDR as may be permitted by the Concerned Authority including of MCGM for the purpose of construction of the said building.  
b. The Developers hereby represent that pursuant to the authority given by the Society and on necessary plan, scheme being submitted, the authorities of MCGM sanctioned the plan and issued I.O.D. under reference No. E.B./CE/A-4776 BS/AR dated 19/05/2010 for the purpose of construction of the new building on the said property.



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4. The Developers hereby represent, declare and confirm that they will acquire and purchase the benefit of TDR FSI and will submit the same with the Concerned Authorities of MCGM so as to give due credit for construction of additional floors on the proposed building/s.
- 5 a. It is clarified and agreed between the parties hereto that the reference to "carpet area" in these presents shall mean and include the carpet area as well as the area of the balcony as sanctioned by MCGM.
- b. The parties hereto hereby agree, declare and confirm that pursuant to the mutual understanding between the Society and the Member, and as evident from the said Agreement, subject however to what is contemplated in clause 14 hereinafter the Society has allotted to the Member a premises being Flat No. B-901 admeasuring about 376 sq.ft. (carpet area) (i.e. the area of 326 sq.ft. + 50 sq.ft. free of costs) on the 9th Floor of Wing "B" of the new building along with the amenities as agreed to be provided and recorded in the said Agreement. List of Amenities is annexed herewith as ANNEXURE A.
- c. The Member and the Society have personally verified the proposed plans of the new building and confirmed the location, specification and the carpet area - as well as the free area of the said proposed premises allotted to the Member.

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6. The parties hereto hereby confirm that the exact area of the said new premises ( i.e. 391.20 sq.ft.) agreed to be allotted to the member is reduced by 15.20 sq.ft. and the area of the said premises now stand corrected and confirmed as 376 sq.ft. (carpet area inclusive of balcony) and in view of reduction of the said area of 15.20 sq.ft., the Developers, as recorded in clause 32(r) of the said Development Agreement, have agreed to compensate to the member a sum of Rs. 132240/- (Rupees ONE LAKH THIRTY TWO THOUSAND, TWO HUNDRED FORTY ONLY) calculated at the agreed amount of Rs. 8700/- per sq.ft.. The said total amount/consideration of Rs. 132,240/- has been fully paid by the Developers to the Members on or before execution of these presents (the receipt whereof the Member/s doth hereby admit and acknowledge and from the payment whereof doth hereby fully exonerate the Developers).

The Member/s hereby agree, declare and confirm that he/she/they shall accept the said new premises having area of 376 sq.ft. and the aforesaid consideration



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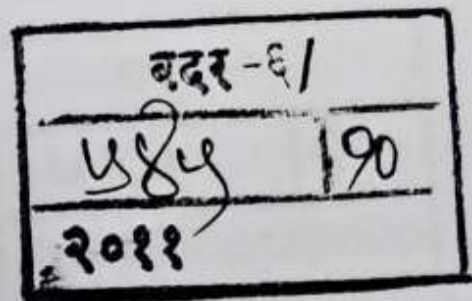
of the reduced area and shall not challenge or dispute to the same.

7.
  - a. The Developers shall bear, pay and discharge stamp duty, registration charges, and other expenses payable in respect of the said new premises.
  - b. In view of allotment of the said new premises of the aforesaid area, to the members as above, Subject however to what is contemplated in clause 14 hereinafter, the Society on handing over possession of the premises to the Member shall take necessary steps including to pass Resolution in the meeting of the Members so as to get recorded in their records the allotment of the said new premises and its area.
8. The Developers shall get the plans approved from Municipal Corporation of Greater Mumbai (MCGM) for construction of multi-storied building comprising of Stilt & Upper Floors with lift/s and as shown on the said proposed plan, a copy whereof has been furnished to the Society before signing of this Agreement of which the Member is personally aware of. The Developers shall be entitled to submit the plans with such modifications as may be permissible under the rules for the time being in force but such modification shall not be of such a nature as would materially affect the area of the flat agreed to be provided to the Member by way of permanent Ownership accommodation. However, if any further modification is required in compliance of regulations present or future of the MCGM, the Developers shall be entitled to carry out the same.

The Member has inspected the proposed/approved plans of the proposed building and expressed his/her entire satisfaction and confirmed his/her choice of permanent accommodation agreed to be provided as above stated. A copy of the typical floor plan is annexed as ANNEXURE "B" hereto wherein the permanent Ownership Flat is marked in red colour.

10. The Member hereby agrees with the Developers,
  - a. that the Member has/have made own arrangement for acquiring temporary alternate accommodation for him/her and his/her family during the period of construction;
  - b. that from the date of vacating and handing over possession of the old Flats by all members of the Society to the Developers, and till the date of possession of the new premises as may be offered by the Developers, the Developers

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shall pay an amount of Rs. 8000/- per month as a fixed lumpsum amount of compensation/rent to the Member for vacating the premises and to reside in temporary alternate accommodation at some other place outside the said property as under:

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- (i) The Developers have initially paid an amount of Rs. 4800/- as Rent for the month/s of July to NOV 2010.
- (ii) The Developers shall thereafter pay a Rent of Rs. 7 /- per month for first six months by two cheques on quarterly basis in advance;
- (iii) Subsequently thereafter, the Developers shall pay the said rent by post-dated cheques to be issued on quarterly basis for the next three months in advance till the date of possession of new flat;

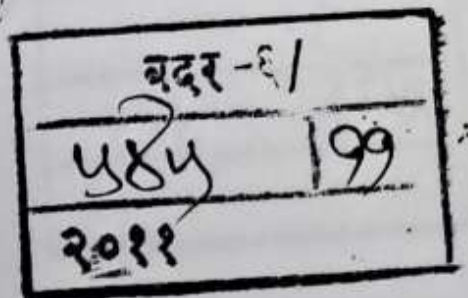
- c. That the Developers has paid a lump sum amount of Rs. 2500/- to the Member towards transportation, loading and unloading of his belongings, articles, household at the time of vacating his/her/their existing flat and shifting to a temporary alternate accommodation. Similarly for reshifting of the Member to his/her/their permanent accommodation, the Developers shall pay a lumpsum amount to the members towards transportation expenses upon the Member accepting possession of the new premises, the quantum of which shall be mutually decided between the Developers and the Society.
- d. That the Member has/have handed over actual, physical, vacant and peaceful possession of his/their said old Flat/premises to the said Developers through the Confirming Party for demolition of the existing building and to construct the proposed new building on the said property.

11. The Member/s in pursuance to this Agreement and subject to the terms and conditions mutually agreed for the benefit of each other, hereby gives NO-OBJECTION and consent to the said Developers to apply for and obtain the necessary Commencement Certificate (C.C.) in respect of the said property, to execute and complete the said work and to apply for and obtain Occupation Certificate in respect of the new building from MCGM and Flat holder/s hereby agree that this Agreement be treated as the written consent to be given to the MCGM for the sanction of and/or obtaining of C.C. and other necessary permissions for Development of the said property.



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12. The Member doth hereby agrees and undertakes that the Member shall not hereinafter create any third party right or part with benefit of proposed new flat or any part thereof and/or of this Agreement in any manner without the prior consent in writing of the Developers and the Society. The Developers shall have first right to refuse to acquire the new premises from the Member.
13. It is agreed that all costs, charges and expenses in relation to demolition of the said building shall be borne and paid by the Developers. The Debris and all materials of the said building (including doors, windows, grills, sanitary fittings, etc.) will belong to the Developers.
14. It is clarified that the Developers have proposed construction of new building/s which shall consist of 3(three) wings i.e. wings A, B & C. The Members of the Society will be provided new premises allotted to them by the Society in wings A & B. The Developers shall be entitled to allot and sell to their intending purchasers the remaining premises available to them for free sale in the said wings A & B. It is clarified that the said wings A & B shall consist of Stilt + 13 or more Upper Floors as permissible by MCGM so as to accommodate all the members of the Society including the Member herein. If for any reason the Developers are required to make any changes, modifications, etc. on the plans being sanctioned by MCGM and due to such changes or modifications, the members shall not dispute or challenge the right of the Developers to make such modification and/or amendment, if so required by the Concerned Authorities. However, if the area of the premises agreed to be provided to the Member herein is increased or decreased, such increase or decrease in the area shall be compensated accordingly as mutually agreed. In the event of the area of the premises being further decreased than the area agreed, then the Developers shall pay to the Member an amount calculated @ Rs. 10,000/- (Rupees TEN THOUSAND ONLY) per sq.ft. of the area so decreased and the said amount shall be paid upon handing over possession of the said premises. Accordingly, in the event of there being an increase in the area of the premises than the area herein agreed, the Member shall pay to the Developers an amount calculated @ Rs. 10,000/- (Rupees TEN THOUSAND ONLY) per sq.ft. of such increased area and the said amount shall be paid by the Member before accepting possession thereof.



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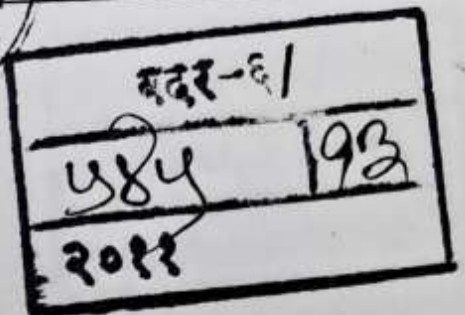
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15. The Member hereby declares and confirms that he will accept the area of the said Flat and the amenities to be provided therein and shall not have any dispute in respect thereof.
16. The Developer hereby declare and confirm that the construction of the said new building by Developers shall be as per the said Agreement and in accordance with the sanctioned plan and other requisite terms and the members shall not dispute to the quality of the building materials to be used for construction as also with regard to the other related affairs and matters of the said building.
17. The Developers hereby agree to hand over possession of the said new premises immediately after obtaining Occupation Certificate/part Occupation Certificate from MCGM within the time as mutually agreed upon under the said Agreement. The Possession of the said new premises will be handed over to the members at the instance and direction of the Society.
18. The Developers shall provide the existing facilities such as electric meters, water meters, auto-pumps and shall make necessary provisions for piped gas, if available, and T.V./Cable connections. It will be the responsibility of the Developer to comply this at their cost from best sources available.
19. Upon offering possession of the said premises by the Developers, the Member shall bear, pay and discharge all the outgoings, taxes, maintenance charges, etc. as may be payable in respect of the said new premises. Till the Society undertake to look after the affairs of the building, the Member shall pay the aforesaid amounts to the Developers. On the Society undertaking the maintenance of the building and its affair, the Member shall pay all such amounts to the Society.
20. The Member hereby declares and confirms that the Developers shall be entitled to deal with, dispose off, allot and sell the premises available to them for free sale in favour of the intending purchasers and shall not object or dispute to the same.
21. The parties hereto hereby confirm that execution of these presents is in accordance with the terms of the said Agreement and the Developers upon completion of the construction will be discharged from their obligations under the said Agreement to provide the said premises in the new building.
22. During the course of construction, the Member, if so desires, request the Developers

P.B.C.

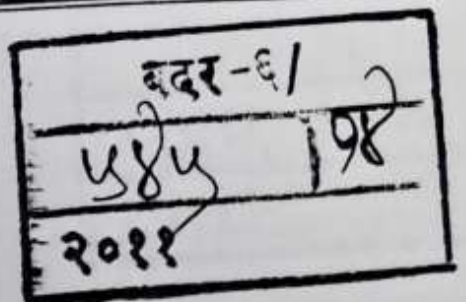
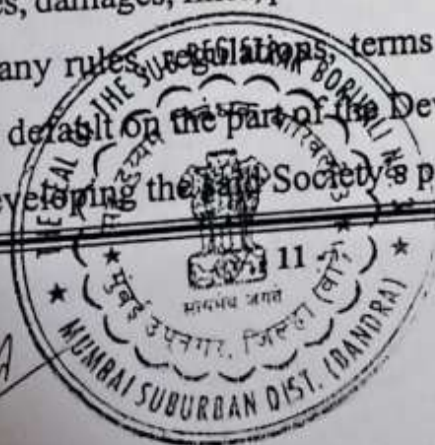




to provide extra/better amenities and specifications in the said premises provided the same do not involve any structural changes and are permitted by the M.C.G.M. and for such superior and extra amenities and specifications, the extra cost as may be approved/finalised by the Developers shall be paid by the Member to the Developers in advance. The request shall be made by the member/s in writing latest before casting of the last slab of the building.

23. The Member hereby declares and confirms that he/she has not done omitted or committed to do any acts, deeds, things or matters whereby or by reason whereof his/her right, title or interest to accept the possession of the new premises is adversely affected or seriously prejudice.
24. The Member hereby confirms that he/she is aware of the said Development Agreement and its contents and has properly understood the meaning of the contents thereof. The Member shall not dispute or challenge the validity and existence of the said Development Agreement and other documents and shall severally or jointly comply with and fulfill all the obligations undertaken by the Society and the members and this Agreement shall be read and construed alongwith the said Agreement.
25. The Member hereby agrees and undertakes to sign and execute all further and other writings, declaration, confirmation, documents and extend all co-operation as may be required by the Society and/or the Developers for effectual completion of the redevelopment by the Developers of the said property.
26. The Member hereby indemnify and keep the Society and the Developers indemnified against all claims, demands or actions being claimed, demanded or initiated by any person or persons claiming by through from or under trust for him/her as regards his/her right to receive the said new premises from the Developers on behalf of the Society.
27. The Developers shall always keep harmless and indemnified the society and its members and their estates and effects from and against all actions, suits, costs, charges, expenses, damages, fines, penalties, etc. resulting on account of any action or omission of any rules, regulations, terms or conditions or otherwise or any breach, delay or default on the part of the Developers, their contractors, servants and agents in developing the said Society's plot.

P.B.C





28. The Member as well as the Developers hereby agree, declare and confirm to pay the stamp duty and registration charges as applicable on this Agreement in accordance of their respective share as contemplated under the aforesaid Development Agreement.
29. It is expressly agreed between the parties hereto that VAT, Service Tax, and/or any other taxes applicable in connection with the transaction covered by these presents shall be payable by the Member along with other Members on demand at any time.
31. As required by the Income Tax (Sixteen Amendment) Rules, 1998 :
- (A) the Promoters state that their Permanent Account Number is AADFC9269L
- (B) the Purchaser/s state/s that his/her/their Permanent Account Number is as under :

Name	PAN
<u>MR. PURSHOTTAM BALKRISHNA</u>	_____
<u>CHEULKAR</u>	_____

P.B.C.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece and parcel of land or ground situate lying and being Revenue Village Borivli, Taluka Borivli, in the Registration District of Mumbai Suburban District bearing Survey No. 53, Hissa No. 4, C. T. S. No. 363-A, admeasuring about 4434.5 sq. and bounded as follows:-

- On or towards North By Eksar Village Boundary.
- On or towards South By CTS No. 365, Part & 367 of Village Borivali
- On or towards East By CTS No. 368 and 381 of Village Borivali.
- On or towards West By Eksar Village Boundary.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

Premises being Flat No. B-901 admeasuring about 376 sq.ft. (carpet area inclusive of balcony) (i.e. the area of 326 sq.ft. + 50 sq.ft. free of costs) and 12% additional area of dry balcony, flower bed etc. i.e. 39.12 sq.ft. free of costs on the 9th Floor of Wing "B" of the new building to be constructed on the said property described in the First Schedule above referred to.

P.B.C.



P.B.C.

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SIGNED, SEALED AND DELIVERED )  
 by the withinnamed "DEVELOPERS" )  
 M/S. CHHEDA BUILDERS )  
 through its PARTNER )  
VISHAL CHHEDA )



FOR M/s. CHHEDA BUILDERS

in the presence of .....

PS

Chheda

PARTNER

SIGNED, SEALED AND DELIVERED )  
 by the withinnamed "SOCIETY" )  
 NEW GAGANGIRI CO-OP. HSG SOC. )  
 LTD. at the hands of MR. VIJAY )  
S. TATE )



Dak

in pursuance of the Resolution of its )  
 \_\_\_\_\_ General Meeting held on )  
 in the presence of .....

PS

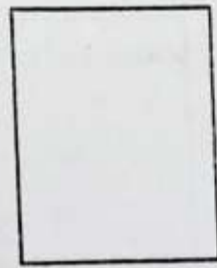
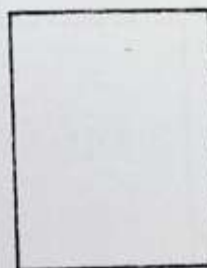
SIGNED, SEALED AND DELIVERED )  
 by the withinnamed "MEMBER" )  
MR. PURSHOTTAM BALKRISHNA )  
CHEULKAR )



P. B. Cheulkar

in the presence of .....

PS



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SIGNED, SEALED AND DELIVERED )  
by the withinnamed "DEVELOPERS" )  
M/S. CHHEDA BUILDERS )  
through its PARTNER )

VISHAL CHHEDA )

in the presence of .....

PS



FOR M/s. CHHEDA BUILDERS

Chheda

PARTNER

SIGNED, SEALED AND DELIVERED )

by the withinnamed "SOCIETY" )

NEW GAGANGIRI CO-OP. HSG. SOC. )

LTD. at the hands of MR. VIJAY )

S. TATE )

in pursuance of the Resolution of its )

\_\_\_\_\_ General Meeting held on )

in the presence of .....

SIGNED, SEALED AND DELIVERED )

by the withinnamed "MEMBER" )

MR. PURSHOTTAM BALKRISHNA )

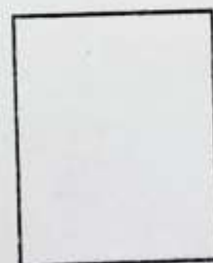
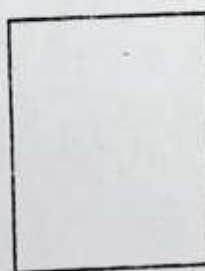
CHEULKAR )

in the presence of .....

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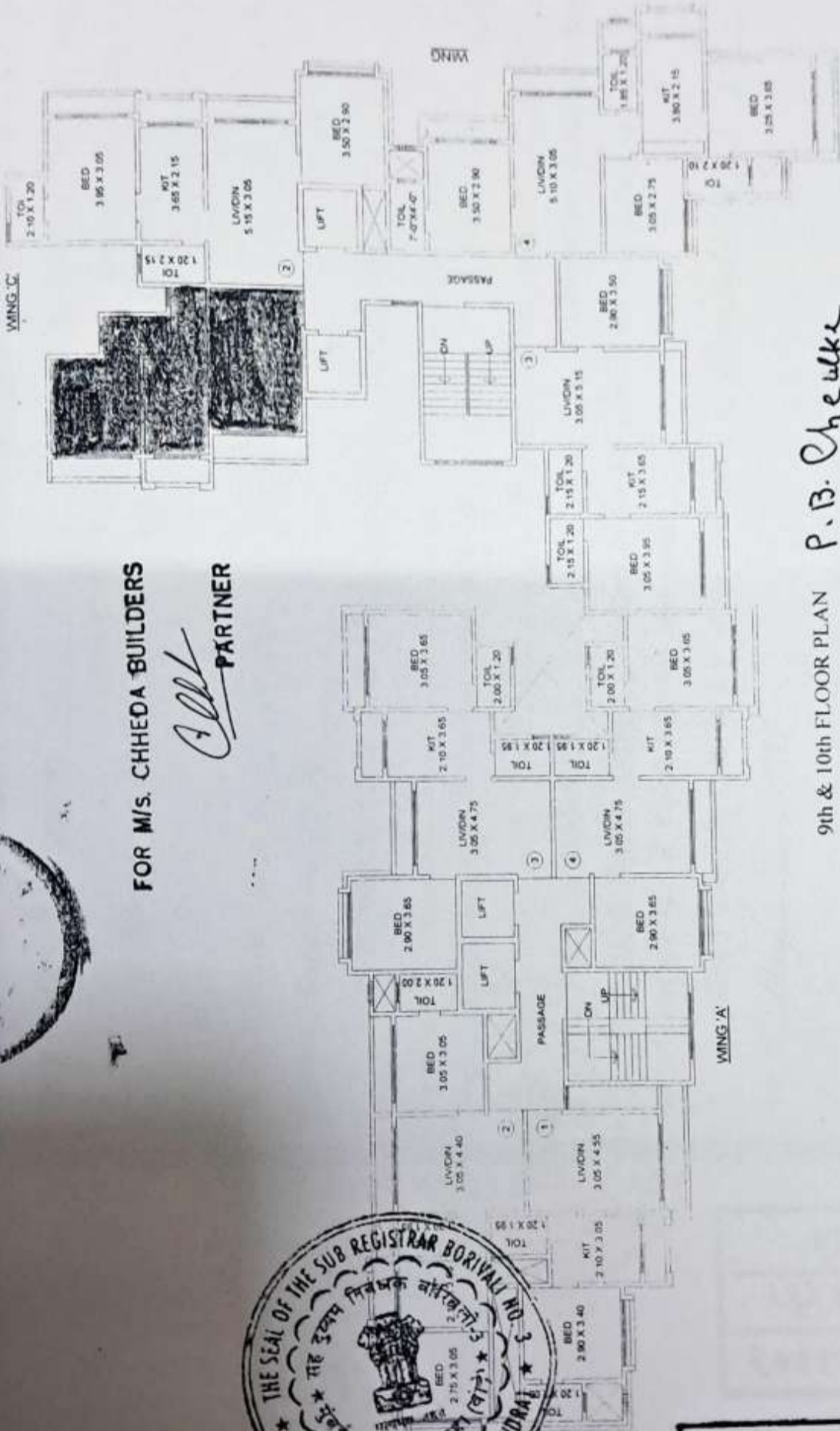


P.B. Cheulkar



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**ANNEXURE 'B'**



FOR M/S. CHHEDA BUILDERS

*Chheda*  
PARTNER

9th & 10th FLOOR PLAN P.B. Chheda



Flat No. 901 on 9th Floor of "B" Wing of Building 'NEW GAGANGIRI'

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THE NEW GAGANGIRI CO-OPERATIVE HOUSING

SOCIETY LIMITED Eksar Road, Borivali (West).

(Registered under M.C.S. Act 1960) (Registration No. \_\_\_\_\_ and Date \_\_\_\_\_)

DOM/WR/HSG/TC/3359 of 37-88 Date 27-4-88

No. 48

Authorised Share Capital Rs. 50,000/- Divided into 1000 Shares each of Rs. 50/- only

Member's Register No. 048.

THIS IS TO CERTIFY that Shri/Smt. S. S. Verulkar



is the Registered Holder of [Five] Shares from No. 236 of Rs. 250/- [Rupees two hundred fifty only]

NEW GAGANGIRI

CO-OPERATIVE HOUSING SOCIETY LTD.

Eksar Road, Borivali (West) subject to the Bye-laws of the said Society and that upon each of 500 Shares the sum of Rupees Fifty has been paid.

GIVEN under the Common Seal of the said Society at Borivali (W), this 1<sup>st</sup>

day of May 1989

Sy-a Chairman  
[Signature] Hon. Secretary  
[Signature] Member of the Committee

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was approved

transferred

Sr. No. in the Share Register at which the transfer of Shares held by the Transferor are registered

Sr. No. in the Share Register at which the name of the Transferee is recorded.

1

2

3

4

5

Managing Committee Meeting dt. 23.15.2010

SHRI. PURSHOTTAM BALKRISHNA CHEULKAR

48

Chairman

Hon. Secretary

Committee Member

*Signature*

Chairman

Hon. Secretary

Committee Member

Chairman

Hon. Secretary

Committee Member

Chairman

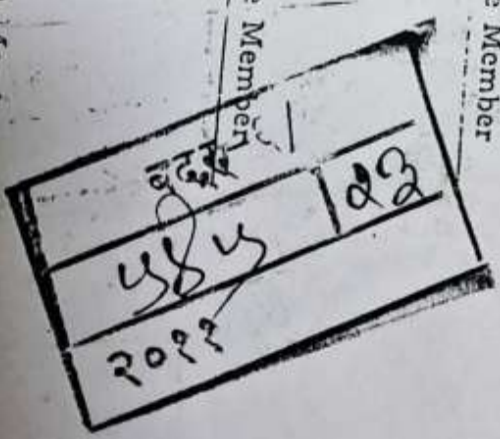
Hon. Secretary

Committee Member

Chairman

Hon. Secretary

Committee Member





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मुंबई आंध्रप्रदेश इमारत (प्रस्ताव) प.उ.घोष  
नगरपालिका इ. नं. १०१, श्री विंग. संस्कृती कॉम्प्लेक्स,  
१० फुट डी.पी. रोड, सेंट लॉरेंस शाळेजवळ,  
कोदिवली (पूर्व), मुंबई-४०० १०१.  
in replying please quote No.  
and date of this letter.

THIS I.O.D./C.E IS ISSUED SUBJECT  
TO THE PROVISIONS OF URBAN LAND  
CEILING AND REGULATIONS ACT 1974

**Intimation of Disapproval under Section 346 of the Mumbai  
Municipal Corporation Act, as amended up to date.**

19 MAY 2010

No. E.B./CE/ A-4776 BS/A R

of 200xxx200  
2010-2011

Municipal Office,

Mumbai .....200

Owner : Shri Mangj R. Chheda of M/s. Chheda Builders, C.A.to Owner.

With reference to your Notice, letter No. ....337..... dated 1376 2010 and delivered on  
..... 200 and the plans, Sections Specifications and Description and further particulars and  
of your buildings at Proposed Bldg. on plot bearing CTS No.363-A of furnished  
under your letter, dated Village Borivali, Off: Devidas Lane, Borivali (West) 200..... I have to inform you that I cannot approval of the building  
work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of  
Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

**A - CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE  
WORK/BEFORE PLINTH C.C.**

1. That the C.C. under Sec. 44\69 (1) (a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27).
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth.boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.



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( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 18<sup>th</sup> day of May 2011, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, <sup>sd</sup> Building Proposals,  
Zone, f Wards.

### SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :--

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of plinth shall be--

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.)- of building.

"(c) Not less than 92 ft. ( ) meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property tax is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupancy certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to obtain a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 111(a) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburbs District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Your attention is drawn to the notes accompanying this Intimation of Disapproval.



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19 MAY 2010

4. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.
5. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
6. That the sanitary arrangement for workers shall not be carried as per Munl. Specifications and drainage layout will not be submitted before C.C.
7. That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
8. That the requirements of N.O.C. of E.E. (S.W.D will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate / B.C.C.
9. That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.
10. That the N.O.C. from A.A. & C. (R/Central) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
11. That the agreement with the existing tenants for the proposed building will not be submitted before C.C.
12. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
13. That the existing structures proposed to be demolished and shifted will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
14. That the development charges as per M.R.T.P. Act (Amendment) Act 1992 will not be paid before C.C.
15. That the C.T.S. Plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.
16. That the provision from Reliance Energy Ltd./M.T.N.L. shall not be made.



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17. That the P.C.O. Charges shall not be paid to Insecticide Officer before requesting for C.C.
18. That the Janata Insurance Policy shall not be submitted before C.C.
19. The Regd. Undertaking from the developer to the effect that the Meter cabin, stilt portion, society office, servant's toilet, par terrace/pocket terrace, shall not be misuse in future shall not be submitted before requesting for C.C.
20. That the N.O.C. from society alongwith extract of General Body Resolution for development additional and alteration shall not be submitted.
21. That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
22. That the regd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.
23. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
24. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
25. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.

**B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**

1. That the plinth/stilt height shall not be got checked by this office staff.
2. That the water connection for construction purposes will not be taken before C.C.

THIS I.O.D. (e.c.) IS ISSUED SUBJECT TO THE PROVISIONS OF THE LOCAL ACTS AND REGULATIONS.



for *Tranulanyame* 19.5.10  
 EXECUTIVE ENGINEER,  
 MUNICIPAL CORPORATION OF MUMBAI

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19 MAY 2010

3. That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved before C.C.
4. That the permission for construction of temporary structures of any nature shall not be obtained.

**C- GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.**

1. That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.6.1978.
2. That 3.05 mt. wide paved pathway upto staircase will not be provided.
3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
5. That the final NOC from E.E. (SWD) shall not be submitted before occupation.
6. That the Co-op.Society of the prospective purchaser shall not be formed and Regd. Certificates to that effect shall not be submitted before B.C.C.
7. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years.
8. That carriage entrance shall not be provided before starting the work.
9. That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
10. That final N.O.C. from A.A. & C. R/Central shall not be submitted before occupation.



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11. That Structural Engineers Stability Certificate along with upto date Licence copy and R.C.C. design canvas plan shall not be submitted.
12. That the debris shall not be removed before submitting B.C.C.
13. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
14. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.
15. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
16. That some of the drains shall not be laid internally with C.I. Pipes.

**D - CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.**

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

THIS I.O.D. (C.C.) IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1976

*To* *Handwritten*  
 EXECUTIVE ENGINEER,  
 BUILDING PROPOSAL (W.S.) B-Ward



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No. CHE/ A-4776 /BP(WS)/AR -2 AUG 2010

**COMMENCEMENT CERTIFICATE**

To, Shri Manoj R. Chheda of M/s. Chheda Builders  
C.A. to Owners

Sir,

With reference to your application No. 1472 dated 04.03.10 for Development Permission and grant of Commencement Certificate under Section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed building on plot bearing

C.T.S. No. 363A  
at premises at Street Off. Devidas Lane  
Village Borivali

situated at Next to Yogi Nagar Plot No. - Ward R/North

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
  - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - (c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act 1966.
7. The conditions of this certificate shall be binding not only on the applicant by on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri B.V.Shinde  
Executive Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

This C.C. is restricted for work up to stilt slab level only.



For and on behalf of Local Authority  
Brihanmumbai Mahanagar Palika

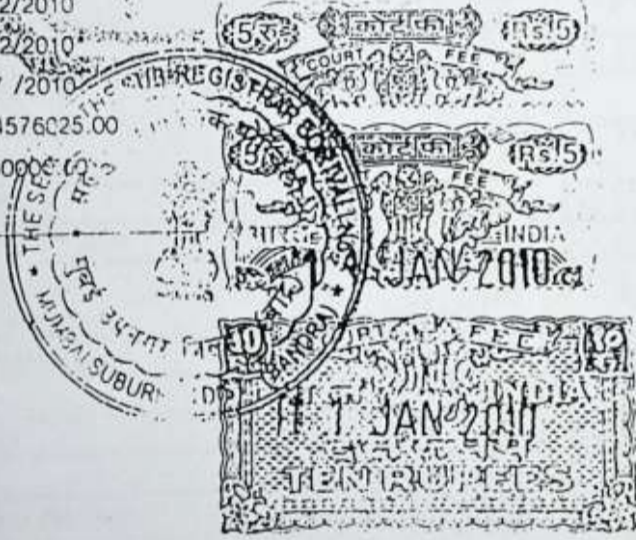
Bhinde  
Executive Engineer, Building Proposal (W.S.)  
XXXX 'R' Wards  
FOR 2011

**CERTIFIED TRUE COPY**  
Aradhna  
Iqbal - Nitin & Associates  
ARCHITECT  
E/01, GOKUL ACCORD  
THAKUR COMPLEX,  
ANDIVLI (E), MUMBAI-400 101.

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

गावाचे नाव : बोरीवली

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 18,708,000.00  
वा.भा. रु. 91,520,500.00
- (2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास) (1) वर्णन: सर्व नं 53, हिरसा नं 4 सि टी एस नं 363-3 एकुण क्षेत्र 4401.5 चौ मी व्हिलेज बोरीवली -----एडीजे /बी /2943/09 दिनांक 28/1/2010
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा द्याणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता  
(1) न्यु गुगुनगिरी को. ऑ. ही सोसा लि. चे चेअरमन विजय एस टाटे - : घर/फ्लॅट नं. : गल्ली/रस्ता : इमारतीचे नाव : लक्ष्मी नारायण मार्ग एक्सर रोड बोरीवली मु 91; इमारत नं. : पेट/वसाहत : शहर/गाव : तालुका : पिन : पॅन नम्बर :  
(2) न्यु गुगुनगिरी को. ऑ. ही सोसा लि. चे सेक्रेटरी कमनाकर डी तारकर - : घर/फ्लॅट नं. : गल्ली/रस्ता : इमारतीचे नाव : वरीलप्रमाणे; इमारत नं. : पेट/वसाहत : शहर/गाव : तालुका : पिन : पॅन नम्बर :  
(3) न्यु गुगुनगिरी को. ऑ. ही सोसा लि. चे ट्रेजरर यशवंत पी विल्व - : घर/फ्लॅट नं. : गल्ली/रस्ता : इमारतीचे नाव : वरीलप्रमाणे; इमारत नं. : पेट/वसाहत : शहर/गाव : तालुका : पिन : पॅन नम्बर :
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा द्याणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता  
(1) म/छेडा बिल्डर्स तर्फे भागीदार दिलीप पी छेडा - : घर/फ्लॅट नं. : गल्ली/रस्ता : इमारतीचे नाव : 109/111 गोयल स्पींग आर्कड रेल्वे स्टेशन समोर बोरीवली मु 92; इमारत नं. : पेट/वसाहत : शहर/गाव : तालुका : पिन : पॅन नम्बर :  
(2) म/छेडा बिल्डर्स तर्फे भागीदार मनोज आर छेडा - : घर/फ्लॅट नं. : गल्ली/रस्ता : इमारतीचे नाव : वरीलप्रमाणे; इमारत नं. : पेट/वसाहत : शहर/गाव : तालुका : पिन : पॅन नम्बर :
- (7) दिनांक करून दिल्याचा 01/02/2010
- (8) नोटणीचा 01/02/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 1087 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 4576025.00
- (11) बाजारभावाप्रमाणे नोटणी रु 30000.00
- (12) शोरा



खरी प्रत

सह. दुय्यम निबंधक घोरांगरी  
मुंबई उपनगर त्रेक



बदर-६/  
५४५ १३५  
२०११

न्यू गगनगिरी को-ऑप. हाऊसिंग सोसायटी लिमिटेड

( Regd No. Bom/WR/HSG/TC/3389 of 87-88 )

श्री लक्ष्मीनारायण मंदिराच्या मागे, एक्सर मार्ग, बोरिवली (प.), मुंबई - ४०० ०९१.

RESOLUTION

दिनांक :-

It has been resolved unanimously in today's Managing Committee Meeting held on 01<sup>st</sup> September 2010, that "ANY ONE" of the following Committee Members

- 1) MR. VIJAY S. TATE ... [CHAIRMAN]
- 2) MR. KAMLAKAR D. TARKAR ... [SECRETARY]
- 3) MR. YASHWANIT P. BJLAYE ... [TREASURE].

is authorised to sign, execute the AGREEMENTS FOR PERMANENT ACCOMODATION, to be executed between M/s. CHHEDA BUILDERS and the respective individual members, as well as to appear before the sub-Registrar of Assurance, and admit execution thereof, on behalf of the Society.



*Darker*

Kamlakar D. Tarkar

अध्यक्ष/सचिव

न्यू गगनगिरी को-ऑप. हा. सो. लि.  
श्री लक्ष्मीनारायण मंदिराच्या मागे,  
एक्सर मार्ग, बोरिवली (पश्चिम),  
मुंबई - ४०० ०९१

५४५ १३९  
२०११

२०११

## सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : बोरीवली

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) करारनामा मोबदला रू. 132,240.00  
वा.भा. रू. 616,300.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)
- (3) क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा
- (8) नोंदणीचा
- (9) अनुक्रमांक, खंड व पृष्ठ
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क
- (11) बाजारभावाप्रमाणे नोंदणी
- (12) शेरा
- (1) सिटिएस क्र.: 363/ए वर्णना: सदनिका क्र.901, 9 वा मजला,बी विंग, न्यु गगनगिरी को-ऑप ही सो ली., लक्ष्मी नारायण टेंपल मार्ग, एक्सर रोड, बोरीवली प मुं 91, एडीजे/बी/6403/2010, दि. 28/10/10  
(1)376 चौ. फुट कारपेट
- (1)
- (1) छेडा बिल्डर्स तर्फे भागीदार विशाल छेडा तर्फे मुखत्यार अजय बेर्डे - -; घर/फ्लॅट नं: 109-111, गोयल शॉपिंग आर्केड, बोरीवली प मुं 92; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.  
(2) न्यु गगनगिरी को-ऑप ही सो ली चे चेअरमन विजय एस ताटे - -; घर/फ्लॅट नं: लक्ष्मी नारायण टेंपल मार्ग, एक्सर रोड, बोरीवली प मुं 91; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.  
(1) पुरुषोत्तम बाळकृष्ण चेऊलकर - -; घर/फ्लॅट नं: लक्ष्मी नारायण टेंपल मार्ग, एक्सर रोड, बोरीवली प मुं 91; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- 20/09/2010
- 18/01/2011
- 545 /2011
- रू 13425.00
- रू 6170.00



18/01/2011

1:23:17 pm

दुय्यम निबंधक:

बोरीवली 3 (बोरीवली)

दस्त गोषवारा भाग-1

वदर6

दस्त क्र 545/2011

दस्त क्रमांक : 545/2011

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: पुरुषोत्तम बाळकृष्ण चेंऊलकर - -  
पत्ता: घर/फ्लॅट नं: लक्ष्मी नारायण टॅपल मार्ग, एक्सर  
रोड, बोरीवली प मु 91  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: -  
तालुका: -  
पि

P.B.Chaulke

लिहून घेणार

वय 73

सही



2 नाव: छेडा विल्डर्स तर्फे भागीदार विशाल छेडा तर्फे  
मुखत्यार अजय बेर्डे - -  
पत्ता: घर/फ्लॅट नं: 109-111, गोयल शॉपिंग आर्केड,  
बोरीवली प मु 92  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत:

लिहून देणार

वय 29

सही

A. S. Surde



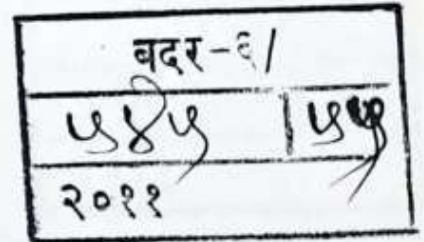
3 नाव: न्यु गगनगिरी को-ऑप ही सो ली चे चेअरमन  
विजय एस ताटे - -  
पत्ता: घर/फ्लॅट नं: लक्ष्मी नारायण टॅपल मार्ग, एक्सर  
रोड, बोरीवली प मु 91  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वस

मान्यता देणार

वय 62

सही

D. A. T.





दस्त गोपवारा भाग - 2

वदर6

दस्त क्रमांक (545/2011)

दस्त क्र. [वदर6-545-2011] चा गोपवारा बाजार मुल्य :616300 मोबदला 132240 भरलेले मुद्रांक शुल्क : 13500

दस्त हजर केल्याचा दिनांक :18/01/2011 01:18 PM  
निष्पादनाचा दिनांक : 20/09/2010  
दस्त हजर करणा-याची सही :

P.B.Chauhan

दस्ताचा प्रकार :25) करारनामा  
शिवका क्र. 1 ची वेळ : (सादरीकरण) 18/01/2011 01:18 PM  
शिवका क्र. 2 ची वेळ : (फी) 18/01/2011 01:22 PM  
शिवका क्र. 3 ची वेळ : (कबुली) 18/01/2011 01:23 PM  
शिवका क्र. 4 ची वेळ : (ओळख) 18/01/2011 01:23 PM

दस्त नोंद केल्याचा दिनांक : 18/01/2011 01:23 PM

ओळख :  
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांचा ओळख पटवितात.

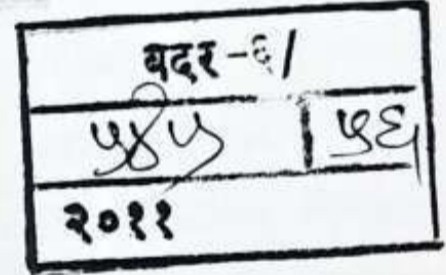
1) पी. के पुजारी- - ,घर/प्लॉट नं: लक्ष्मी नारायण टेंपल मार्ग, एक्सर रोड, बोरीवली प मुं 91  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव:-  
तालुका: -  
पिन: -

*Handwritten signature of P.K. Pujaari*



2) स्मिता शाह- - ,घर/प्लॉट नं: वरीलप्रमाणे  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव:-  
तालुका: -  
पिन: -

*Handwritten signature of Smिता शाह*



*Handwritten signature*  
दु. निबंधकाची सही  
बोरीवली 3 (बोरीवली)



प्रमाणित करणेत येते की, या दस्तामध्ये एकूण.....पाने आहेत.

सह दुय्यम निबंधक, बोरीवली क्र. ३, मुंबई उपनगर जिल्हा.

वदर-६/५४५ /२०११  
दस्ता क्रमांक १, क्रमांक..... घट नोंदला. 18 JAN 2011  
दिनांक :

सह दुय्यम निबंधक, बोरीवली क्र. ३, मुंबई उपनगर जिल्हा.



**POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENTS SHALL COME, We,  
**(1) SHRI DILIP P. CHHEDA (2) SHRI VISHAL R. CHHEDA, AND**  
**(3) SHRI MANOJ R. CHHEDA, Partners of M/S. CHHEDA BUILDERS,** having office at 109-111, Goyal Shopping Arcade, Opp. Railway Station, Borivali (West), Mumbai-400 092 **SEND GREETINGS:-**

**WHEREAS:-**

- a) We are the Partners of **M/S. CHHEDA BUILDERS** Our firm is constructing and developing building on Property, more particularly described in the schedule hereunder written;
- b) Our firm has started development of the said property by constructing the building / building thereon;
- c) As Partners of the said firm, we are require to enter into Agreement with various persons for the sale of Flats/parking space/Shop/Office etc. on whatever is commonly known as ownership basis;



बदर-११	2
३००५६	2
२०१०	

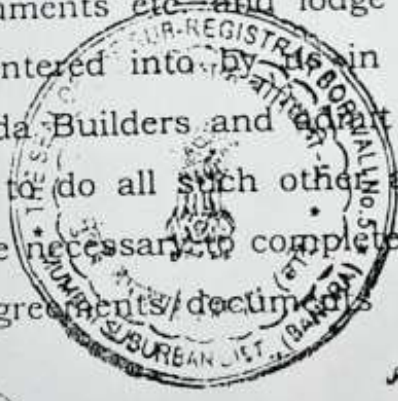
बदर-६/१	2
५४५	१६९
२०११	

- d) As per the provisions of Maharashtra Ownership flats Act and as required the said agreement are required to be registered;
- e) However, it is not practically possible for us to personally attend the office of Sub-Registrar of Assurance and admit execution of such Agreements/ Documents/ or any other documents etc. that may be executed by us in the capacity of Partners of the said firm;
- f) We therefore, desirous of appointing (1) **MR. AJAY BERDE** (2) **MR. SACHIN PATRA** AND (3) **MR. DINESH ANERAO**, jointly or severally as our true and lawful Attorneys (hereinafter referred to as "Our said attorneys") for us, on our behalf to admit and lodge the agreements and other documents executed by us in our capacity as a Partners of M/s. Chheda Builders and admit the execution thereof.

**NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT**

We, hereby appoint, constitute and nominate (1) **MR. AJAY BERDE** (2) **MR. SACHIN PATRA** AND (3) **MR. DINESH ANERAO** jointly or severally as our true and lawful Attorneys (hereinafter referred to as "Our said attorneys") for us, on our behalf to admit the execution of the Agreements for sale of Flats/ /Parking Space/Shop/Office or any other documents etc. and lodge the same for registration that may be entered into by us in our capacity as a Partners of M/s. Chheda Builders and admit the execution thereof on our behalf and to do all such other acts, deeds, matters and things that may be necessary to complete the formality of admission of such agreements/ documents and registration thereof.

We agree to ratify all contracts, things and deeds that may be done by the said (1) **MR. AJAY BERDE** (2) **MR. SACHIN PATRA** AND (3) **MR. DINESH ANERAO** in pursuance of the power herein.



बदर-११/ १	
१००५६	३
२०१०	

बदर-६/ २	
५४५	१६२
२०११	

IN WITNESS WHEREOF, We have set and subscribed our hands to this writings this 30<sup>th</sup> day of October, 2010.

**THE SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land or ground situate lying and being Revenue Village Borivali, Taluka Borivali, in the Registration District of Mumbai Suburban District bearing Survey No. 53, Hissa No. 4, C.T.S. No. 363-A, admeasuring about 4434.5 sq. mtrs and bounded as follows

- On or towards the North :- By Eksar Village Boundary
- On or towards the South :- By CTS No. 365, Part & 367 of Village Borivali
- On or towards the East :- By CTS No. 368, Part & 381 of Village Borivali
- On or towards the West :- By Eksar Village Boundary.

SIGNED, SEALED & DELIVERED

By the within named Partners of

**M/S. CHHEDA BUILDERS**

**(1) SHRI DILIP P. CHHEDA**

In the presence of -----

g. Parkar



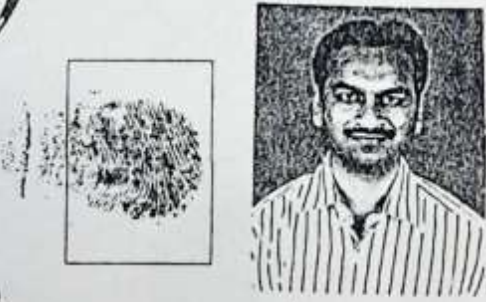
Dilip P.

Signature

**(2) SHRI VISHAL R. CHHEDA**

In the presence of -----

V. R. Chheda



V. R. Chheda

Signature

बंदर-११/ ४  
 १००५६ ४  
 २०१०

बंदर-६/ ४  
 ५४५ १४३  
 २०११

(3) SHRI MANOJ R. CHHEDA

In the presence of -----  
Barakar



S



Signature  
Signature

We have put our signature to this Power of Attorney in the acceptance of the power conferred upon us.

(1) MR. AJAY BERDE



Signature  
Signature

(2) MR. SACHIN PATRA



Signature  
Signature

(3) MR. DINESH ANERAO



Signature  
Signature

बदर-११/४  
१००५६ ५  
२०१०

बदर-६/१  
५४५ १४४  
२०११

प्राप्तिपत्र

मी अजय कड

निबंधक लोरीवली

यादारे धांजित करतो आहे, दुय्यम

नांदणीसाठी सादर करण्यात आला आहे. श्री. मै। हेडा मिहरी या शिषकाचा दस्त

दि. 30/10/2010 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नांदणीस

सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार

यांनी कुलमुखत्यारपत्र रद्द केलंले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही

प्रयत्न झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दयान्तल ठरलेले नाही

सादरचे कुलमुखत्यारपत्र पूर्णपणे बंध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सादरचे कथन चुकीचे आढळून आल्यास, नांदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिष्टेस

मी पात्र राहिन याची मला जाणीव आहे.

*(Signature)*

दिनांक :- 18/1/2011

कुलमुखत्यारपत्रधारकाचे नाव  
उरही

