

② of → Product's latest agreement

प्राप्ती

Friday, September 26, 2014

5:00 PM

Original/Duplicate

प्राप्ती क्र.: 39म

Regn.: 39M

प्राप्तीचे नाव: आशिषा

दस्तावेजाचा अनुक्रमांक: वरर15-8268-2014

दस्तावेजाचा प्रकार: करारनामा

सादर करणा-याचे नाव: स.पर्वतस टॉल्स या तीचे संचालक श्री वसंतक विठ्ठल

₹. 30000.00

गोदामी फी.

₹. 1940.00

दस्तावेजाची फी

₹. 31940.00

एकूण

आणणीत मूळ रक्कम, यानेच मि.एच.ए. व सीटी अदाब 5:13 PM रोजी प्राप्त झाले.

प्राप्ती क्र. 4

बाजार मूल्य: ₹. 217756700/-

अदाब: ₹. 220000000/-

प्रत्येक मुदतक शुल्क:

₹. 11000000/-

श्री. सुभाष निवृत्तक अदाब-8

श्री. सुभाष निवृत्तक अदाब-8

1) देयकाचा प्रकार: eSBR/SimpleReceipt क्र.सं. ₹. 30000/-

सीटी/बनादेश/व अर्दर क्रमांक: MH003015572201415S दिनांक: 26/09/2014

बँकचे नाव व प्रकार: Panjab National Bank

2) देयकाचा प्रकार: By Cash रकम: ₹. 1940/-

REGISTERED ORIGINAL DOCUMENT
RELEVERED ON 04/10/14

Handwritten signature



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2011-12		

Bank Scroll No : 1
 Bank Scroll Date : 25/09/2014
 RBI Credit Date : 25/09/2014
 Mobile Number : 9833652195

Article : B25
 Prop Mvly : Immovable : 22,00,00,000.00/-
 Prop Descr : GROUND, BASEMENT, FIRST AND SECOND FLOOR SAMARTHA, ANNEXE AREA, AS PER AGREEMENT
 : VILLAGE OSHIWARA, ANDHERI W MUMBAI, Maharashtra
 : 400053
 Duty Payer : PAN-ABC4710A FLAGS HOTELS-RVT-LTD
 Other Party : DLN - SAMARTHA DEVELOPMENT CORPORATION

Only for verification-not to be printed and used

Bank/Branch : PNB House
 Pmt Txn Id : 240914M505036
 Pmt DTime : 24/09/2014 02:39:39
 ChallanIdNo : 03031322014092450224
 District : 7101 / MUMBAI
 Stationary No : 14050180805122
 Print DTime : 24/09/2014 15:44:26
 Office Name : MH003015572014155
 DATE : 26/09/2014 (IS) 401-8268
 AMOUNT : 26/09/2014 (IS) 401-8268
 Deface Number : 0001850057201415
 Deface Number : 0001850057201415
 Stduy Schm : 0001850057201415
 Rgn Fee : 0001850057201415
 Rgn Fee Amt : 0001850057201415
 In words : 0001850057201415
 Registration Fee : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Data of ESBTR for GRN MH0030155722014155
 Bank - PUNJAB NATIONAL BANK



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--- Space for customer/office use --- Please write below this line ---



PRAKASH RAO
(OFFICER)

Bank official Name & Signature

Duty Paper: (PAN-ABCF4710A) FLAGS HOTELS PVT LTD
Other Party: (DLN---) SAMARATHA DEVELOPMENT CORPORATION

Article : B25/Agreement to sale/Transfer/Assignment
Prop Hbilty: Immovable
Prop Descr : GROUND, BASEMENT, FIRST AND SECOND, FLOOR SAMARATHA, ANNEXE AREAS PER AGREEMENT VILLAGE OSHIWARA, ANDHRI W MUMBAI, Maharashtra
Consideration: R 22,00,00,000/-

Stduy Schs: 0030045501-75/Sale of other Nonjudicial Stamps SoS
Stduy Amt : R 1,10,00,000/- (Rs One, One Zero, Zero Zero only)
Rgnfee Schm: 0030063301-70/Ordinary Collections IGR
Rgnfee Amt : R 30,000/- (Rs Three zero, zero zero zero only)

Bank/Branch: PNB/KHAR (6629)
Pmt Tm Id : 240914M505036
Pmt DtTme : 24-09-2014@02:39:39
ChallanIDNo: 03031322014092450224
District : 7101/MUMBAI
Stationery No: 14050180805122
Print DtTme: 24-09-2014@15:44:26
GRAS GRN : MH0030155722014155
Office Name : IGR189/BDR15 JT SUB REGIS

14050180805122

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

ई-सुरक्षित बँक व कोषागार पावती

GOVERNMENT OF MAHARASHTRA

महाराष्ट्र शासन

the last surviving Partner and permitted assigns) OF THE ONE PART;
 partnership firm, the survivors of them and the heirs, executors and administrators of
 include the partners for the time being and from time to time constituting the
 unless it be repugnant to the context or meaning thereof, be deemed to mean and
 400 028; hereinafter referred to as the "DEVELOPERS" (which expression shall,
 11-A, "Suyash", Near Ambar Hind Mandal, Gokhale Road (North), Dadar, Mumbai -
 under the provisions of Indian Partnership Act, 1932, having its registered office at
 SAMARTHA DEVELOPMENT CORPORATION, a partnership firm registered

BETWEEN

day of September, 2014.

THIS AGREEMENT is made and entered into at Mumbai on this 2nd day

AGREEMENT FOR ALLOTMENT



2014		
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M/S. FLAGS HOTELS PVT LTD, a company registered under The Companies Act having its Registered office at 202, Asiad Building, B.J.Patel Road, Liberty Garden, Malad (W), Mumbai 400 064 hereinafter referred to as the "ALLOTTEES" (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 OTHER PART;

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Shree Swami Samarth Prasnana Oshiwara East Unit No. 2 Co-operative Housing Society Ltd registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under registration No.BOM/W-

K/W/HSG/TC/8875/95-96 dated 9-5-1995 (hereinafter referred to as "The Unit No.2 Society") came about on a sub-division of Shree Swami Samarth Prasnana Oshiwara East Co-operative Housing Society Ltd., registered under No.BOM/K/W/HSG/T.C./1563/1984-85 (hereinafter referred to as "the

Mother Society") by virtue of a scheme under provisions of Section 17 of the Maharashtra Co-operative Societies Act, 1960 (hereinafter called "the said order" dated 9th May, 1995 bearing No.BOM/K/W/HSG/SSRP/Partition/924-1995 passed by the Deputy Registrar Co-operative Societies (K-West Ward) Bombay, the Mother Society has been split in 14 new societies, one of them being the Unit No.2 Society herein.

B. The Mother Society, prior to it being split-up, was the owner of the larger piece of land bearing C.T.S. No.1 (part) and Survey No.41 (part) of village Oshiwara, Taluka Andheri, admeasuring 1,02,230.6 sq. mtrs. equivalent to 1,22,267.8 sq. yards, more particularly described in the First Schedule herunder written (hereinafter referred to as the "Larger property").

C. The Mother Society, by two Agreements dated 11th May, 1982 and 11th October, 1989 had entrusted, for the larger property, the work of laying out of internal roads, drains, electrical cable upto each building site (hereinafter referred to as "Infrastructural Development") to Samartha Development Corporation, the Developers herein, therein referred to as "Infrastructural Developers".

D. The Mother Society had got sanctioned from the Brihanmumbai Municipal Corporation, layout, vide order dated 20th May, 1994 bearing No. CE/1450/BSII/OKWN in respect of the Larger property, which has been

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amended from time to time whereby provisions are made for garden, internal roads and buildings. One building site being part of the layout admeasuring 11,407.6 sq. mtrs. is more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "said property of Unit No.2 Society") which inter alia came to the share of the Unit No.2 Society pursuant to the said scheme of sub-division of the mother society. By virtue of the scheme sanctioned vide said order dated 19th May, 1982, the said property of Unit No.2 Society inter alia came to be belonging to Shree Swami Samarth Prasnna Oshiwara East Unit No.2 Co-operative Housing Society Ltd. No.2 Society along with 13 other Societies (which came into existence consequent on division of the Mother Society) continued to be bound by the Agreements dated 11th May, 1982 and 11th October, 1989 with the said Infrastructural Developers and therefore the development of the infrastructure of the said property of Unit No.2 Society was also to be provided by the Samarthia Development Corporation, the Developers herein.

Shree Swami Samarth Prasnna Oshiwara East Unit No.2 Co-operative Housing Society Ltd., vide order bearing No. Mumbai/KW/B-12287/04 dated 16th March 2005 passed by the Deputy Registrar, Co-operative Societies (K-West Ward) Mumbai has been sub-divided into 2 new societies viz. Samarthia Vaibhav Co-operative Housing Society Limited, registered under the Maharashtra Co-operative Societies Act, 1960 bearing No.BOM/WK/W/HS(G(TC) 12847/04-05 dated 16th March 2005 and Samarthia Aishwarya Co-operative Housing Society Limited, registered under the said Act bearing Registration No.BOM/WK/W/HS(G(TC)12848/04/05 dated 16th March 2005.

Samarthia Aishwarya Co-operative Housing Society Limited (hereinafter referred to as the "said Society") as stated hereinabove came into existence on account of the partition of the Unit No.2 Society dated 16th March, 2005, which became entitled, out of the said property of Unit No.2 Society, to Plot No.2B admeasuring 7937.2 square meters bearing CTS No.1/222A and 1/223A of village Oshiwara, off K. L. Walawalkar Marg, Andheri (West), Mumbai - 400 053, more particularly described in the Third Schedule hereunder written (hereinafter referred to as the "said earlier property"). A portion of the said earlier property bearing CTS No.1/222A a part of original CTS No.1/222 is reserved for public purposes i. e. Maternity Home whereas

No. 2/Partition/8250/Housing/S-17(1) Year 2005 dated 16th March 2005 passed by the Deputy Registrar, Co-operative Societies (K-West Ward) Mumbai has been sub-divided into 2 new societies viz. Samarthia Vaibhav Co-operative Housing Society Limited, registered under the Maharashtra Co-operative Societies Act, 1960 bearing No.BOM/WK/W/HS(G(TC) 12847/04-05 dated 16th March 2005 and Samarthia Aishwarya Co-operative Housing Society Limited, registered under the said Act bearing Registration No.BOM/WK/W/HS(G(TC)12848/04/05 dated 16th March 2005.

Shree Swami Samarth Prasnna Oshiwara East Unit No.2 Co-operative Housing Society Ltd.	2287 Y	2287 Y
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other parts bearing CTS Nos. 1/222B and 1/222C are reserved as set back areas and merged with D. P. Road. The portion bearing CTS No. 1/223A is a part of land earlier bearing CTS No. 1/223 which was reserved for public purpose of Secondary School. By Government notification bearing No. CMS/TPB 4304/73/CR-124/04/UD-11 dated 22nd November, 2005 issued under Maharashtra Regional and Town Planning Act, 1966, modifying the Development plan of K-West Ward, the said reservation of Secondary School has been changed to Dispensary, 12.20 mts. wide D. P. Road and Traffic Island. Now in place of 1/223 two separate PRCs are issued viz. CTS No. 1/223A for Dispensary and CTS No. 1/223B for Road area including Traffic Island.

By virtue of sub-division of the Unit No. 2 Society, it is implied that the said Society herein is bound by the said Agreements dated 11th May, 1982 and 11th October, 1989 executed between the Mother Society and the Developers herein.

I. By virtue of a Development Agreement dated 25th June, 2007 entered into between the Mother Society and the Developers herein, there is also called as the Society of the One Part and the Mother Society herein, there is also called as the Developers of the Other Part, second Society granted to the Developers herein, the development rights along with the said Property. The said Development Agreement dated 25th June, 2007 is duly registered with the Registrar of Assurances at Andheri-3 under Sr. No. BDR-9/10155/2007 on 24th October, 2007. In pursuance of the said Development Agreement, the said Society has also executed a notarized Power of Attorney dated 28th June, 2007 in favour of the partners of the Developers herein, to do the various acts, deeds, matters and things for the development of the said earlier property.

J. By virtue of an Agreement dated 27th May, 2009 entered into between the Developers herein, there is referred to as the Developers of the First Part and one Shri. M. L. Tambe, Director (E.S. & P) for and on behalf of the Municipal Corporation of Greater Mumbai, there is referred to as the Director (E.S. & P) of the Second Part, the Developers agreed, at their cost, to construct a built up amenity for public purpose user for Municipal Maternity Home and Dispensary having built up area admeasuring 1009.57 sq. mtrs, and 340.38 sq. mtrs. respectively on ground floor, first floor and second floor in a separate wing in the building constructed on the said property and hand over the built up amenity for public purpose user for Municipal Maternity Home and Dispensary having built up area admeasuring 1009.57 sq. mtrs, and 340.38 sq. mtrs. respectively on ground floor, first floor and second floor in a separate wing in the building constructed on the said property and hand over the built up amenity for public purpose user for Municipal Maternity Home and

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Dispensary along with the independent exclusive facilities/amenities provided for the built up amenity for Municipal Maternity Home and Dispensary to M. C. G. M. for its exclusive use free of cost in lieu of the Director (E. S. & P) granting the permission to the Developers to develop the said earlier property in accordance with the provisions of Regulation 9 (V) (1) (a) and (c) of the Development Control Regulation for Greater Mumbai 1991, upon the terms and conditions mentioned therein.

Due to change in policy of the MCGM, a fresh tri-partite agreement dated 11th February, 2013 is duly executed by and between the said Society, therein referred to as the Owners of the First Part, the Developers herein.

therein also referred to as the Developers of the Second Part and the Municipal Commissioner of MCGM, therein referred to the Municipal Commissioner of the Third Part on the same terms and conditions as agreed in the aforesaid Agreement dated 27th May, 2009. The said Agreement dated 11th February, 2013 is duly registered with the Sub-Registrar of Assurances at Andheri East, Mumbai.

Accordingly, the Developers herein constructed a building for public purpose user for Municipal Maternity Home and Dispensary for the Municipal Corporation of Greater Mumbai vide their letter dated 30th October, 2009. The MSD under serial no. BDR-15/1524/2013 on 2nd March, 2013 is duly registered with the Sub-Registrar of Assurances at Andheri East, Mumbai.



complete in all respects and handed over the same to the Municipal Corporation of Greater Mumbai vide their letter dated 30th October, 2009. The Municipal Corporation of Greater Mumbai acknowledged the possession of the said built up amenity on 21st November, 2009. A copy of the plan showing the said built up amenity for Municipal Maternity Home and Dispensary along with the independent exclusive facilities/amenities provided for the same is annexed hereto and marked as Annexure "A".

In order to confirm the transfer of the said built up amenity for public purpose user for Municipal Maternity Home and Dispensary in favour of the MCGM, a Deed of Transfer dated 11th February, 2013 is duly executed by and between the said Society, therein referred to as the First Transferees of the First Part, the Developers herein, therein referred to as the Second Transferees of the Second Part and the Municipal Commissioner of MCGM for and on behalf of the Municipal Corporation of Greater Mumbai, therein referred to the Transferee of the Third Part. The said Deed of Transfer dated 11th February,

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2013 is duly registered with the Sub-Registrar of Assurances at Andheri No.4, MSD under serial no.BDR-15/1525/2013 on 2nd March, 2013.

In pursuance of the Order bearing No. C/Desk3C/Amalgamation/SRA/1288 dated 27th May, 2009 passed by the Collector, Mumbai Suburban District, the areas of CTS No.1/223A is amalgamated with CTS No.1/222A and property card in respect of CTS No.1/223A is cancelled. The fresh Property Registered Card (PRC) has been issued by the City Survey Officer for the amalgamated property bearing CTS No.1/222A. The Brihanmumbai Municipal Corporation has sanctioned the layout bearing No. CE/1787/BSII/OKWN dated

30-08-2006. The amalgamated property is hereinafter referred to as the "said property" and more particularly described in the Fourth Schedule hereunder
written
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223A

the Developers are absolutely entitled to construct the building/s on the said property by utilizing available F.S.I./T.D.R. and have authority to allot the premises of the said building/s as also the Developers are entitled to sell and dispose off the premises by way of sale or on lease or on leave and licence basis or otherwise as well as the parking lots for vehicles in the Basement, in the open space and on upper floors for such consideration as they deem fit and proper and the aforesaid agreements are legal, valid, subsisting and binding upon the parties and neither of the parties thereto have terminated or surrendered the same right, title, and interest in the Agreements and the Developers are entitled to act upon the same and allot the premises to the allottees herein fully and absolutely as stated herein and there are no restrictions on the Developers either by the society or BMC or Government of Maharashtra or any other authorities in any manner nor any Court Order or injunction is granted by any authorities whereby the Developers are restrained or prevented from allotting the premises to the Allottees herein.

The Developers appointed Shri. Ajit C. Gupte as an Architect duly registered with the Council of Architects, in connection with the construction of the aforesaid two buildings (hereinafter referred to as the "Architect") and had also appointed M/s. Joshi Consultants, as Structural Engineers for providing the structural designs and drawings of the said two buildings. Thus the Developers had accepted professional supervision of the Architect and the Structural Engineer till the completion of the said two buildings.

N. Allottees herein.

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encumbrances and further, that the Developers have authority to allot the said premises in the said buildings as also the Developers are entitled to sell and dispose off the said premises by way of sale or on lease or on leave and license basis or otherwise as well as the parking lots for vehicles in the Basement, in the open space and on the upper floors. The copy of the said title certificate is also annexed hereto and marked as Annexure "F".

R. The copy of the relevant Revenue Records i.e. Property Register Card in respect of the said property is annexed hereto and marked as Annexure "F".

S. The Allottee/s have requested the Developers to allot to them the following premises which the Developers do hereby allot free from all claims, charges and encumbrances to the Allottees viz.

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20/10/2018

Floor	Particulars	Sq. Meters	in Sq. Feet
1.	Ground	193.87	2086
	Restaurant	95.72	1030
2.	Basement	280.20	3015
	Community Hall	99.07	1066
	Basement	51.86	558
	Store No.2B	41.45	446
3.	First	41.45	446
	Kitchen	41.45	446
4.	Sec	41.45	446
	Kitchen	41.45	446
5.	Sup	1204.93	12965
	Open	1204.93	12965

in the building known as "SAMARTHAN ANNEXE" (hereinafter referred to as the "said building"). (Hereinafter for brevity's sake the aforesaid premises shall be collectively referred to as the "said premises").

The Allottee/s have demanded from the Developers and the Developers have given to them full, free and complete inspection of all the documents of title relating to the said property, the I.O.D., C.C., Occupancy Certificate, the sanctioned plans and the plans, designs and specifications of the said premises and all other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Rules made thereunder and the Allottee/s, having perused all the necessary documents,

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deeds and writings related to title of the Developers to the said property and to the said building along with all other documents as specified in MOFA, and after being fully informed and satisfied about the same, as also about the status of the plans in respect of the said building, is/are desirous of acquiring/accepting from the Developers the said premises for a consideration and on the terms and conditions hereinafter appearing.

U. Relying upon the said application, declaration and agreements contained in this agreement, the Developers have agreed to allot to the Allottees the said premises at a price and on the terms and conditions hereinafter appearing.

V. Under Section 4 of the MOFA, the Developers are required to execute a written agreement for allotment of the said premises to the Allottees, being in fact these presents and also to register said agreement under the Registration Act.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY

Act. _____

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AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The recitals, Annexures and Schedules contained herein shall form an integral and operative part of this Agreement and shall be read and construed accordingly as an essential part of this Agreement.

2. The Developers have constructed multi-storied buildings comprising ten upper floors and "SAMARTHA ANNEXE" comprising of Basement, Ground Floor, plus two upper floors on the said property in accordance with the plans, designs, specifications approved by the Municipal Corporation Greater Mumbai and which have been seen and approved by the Allottees. The Allottees hereby agree to acquire and/or accept from the Developers and the Developers hereby agree to allot to the Allottees the premises being

	Floor	Particulars	Carpet Area in Sq. Meters	Carpet Area in Sq. Feet
1.	Ground	Restaurant	193.87	2086
	Basement	Store No.1	95.72	1030
2.	First	Community Hall	280.20	3015
	Basement	Store No.2A	99.07	1066
3.	First	Store No.2B	51.86	558
		Kitchen + Kitchen Store	41.45	446



Carpet Area in Sq. Feet	2086
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allot the said lot to sell and license and Basement, in certificate is Register Card in Annexure "R". the following terms, charges

her referred to said premises

Developers have documents of title Certificate, the said premises

Joint Ownership Management and Rules made by documents,

4.	Second	Kitchen + Kitchen Store	41.45	446
5.	Surrounding Open Space		1204.93	12965

in the building known as "SAMARTHA ANNEXE" (hereinafter referred to as the "said building") constructed on the said property as shown on the floor plans thereof hereto annexed and marked as Annexure "G" (hereinafter for brevity's sake the aforesaid premises shall be collectively referred to as the "said premises") for the lump sum price of Rs.22,00,00,000/- (Rupees Twenty Two Crores Only) including the proportionate prices of the common areas and facilities appurtenant to the said premises (hereinafter referred to as the "purchase price"). The said purchase price shall be paid by the Allotees to the Developers in the following manner:

The Allotee/s has/have paid to the Developers on or before the execution of this agreement a sum of Rs.1,00,00,000/- (Rupees One Crore only) being the part payment towards purchase price (the payment and receipt whereof the Developers doth hereby admit and acknowledge).

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(ii) Rs.21,00,00,000/- (Rupees Twenty One Crores only) being the balance consideration amount to be paid by the Allotee/s to the Developers within 45 days from the date of execution hereof.

4. It is agreed that upto the date of the possession of the said premises to the Allotee/s the Developer shall be liable to bear and pay fully and absolutely all the taxes relating to the said premises including the arrears, disputed demands by any authorities and produce the receipt of the full payment by the Developer for the period prior to the handing over the possession to the Allotee/s and shall be paid by the Developer to such authorities including the penalties and fines. However, from the date of possession of the said premises, the Allotees shall be liable to pay the same to the concerned authorities directly. The Allotees shall be liable to bear and pay all applicable Taxes and any other future levies/Taxes payable in respect of the said premises from the date of possession and not prior thereto.

5. The Developers hereby declare that they have observed, performed and complied with all the terms, conditions, stipulations and restrictions imposed

6. The Developers hereby declare that the Floor Space Index available in respect of the said property and TDR available to be utilized on the said property (i.e. FSI / TDR potential as per existing D. C. Regulations) is fully consumed / utilized on the said property including the Surrounding Open Space of the said building "Samratha Annex" and that no part of the said floor space index has been utilized by the Developers elsewhere for any purpose whatsoever.
7. The Developers have made full and true disclosure of the nature of their title to the said property and further declare that the said property duly stands in the name of the said Society and is free from all encumbrances.
8. The Allottee/s agree/s and confirm/s to pay the installments of Purchase Price as set out hereinabove in clause 3 (II) and other amounts which become due or payable by the Allottee/s under the provisions of this Agreement as set out hereinafter in clause 22. The Allottee/s undertaking that all cheques given/to be given by the Allottee/s representing the installments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honored on their presentation.
9. Any default in payment of any of the amounts set out above or elsewhere in this Agreement, on their respective due dates (time being the essence of contract), shall amount to a breach of the terms of this Agreement on the part of the Allottee/s.
10. In the event of the Allottee/s committing any delay in or default in making payment of any of the installments of the Purchase Price on the respective due dates and/or of any other amount due or payable by the Allottee/s under this Agreement (including Service Charges, Contributions, Subscriptions and Fees) or the Allottee's proportionate share of rates, taxes and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) or the Allottee/s committing breach of any of the terms and conditions herein contained, the Developers shall serve upon the Allottee/s 3 months (three months) notice in writing, specifying the breach or breaches of the terms and conditions of this Agreement to the Allottee/s and its intention to terminate this Agreement, if the Allottee/s fails to remedy the breach(s) complained within 3 (three) months of the date of such notice.
11. If the Allottee/s fails to rectify such defaults or breaches within the said



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15. Under no circumstances shall the Allottee/s be entitled to occupation of the said premises unless and until all payments, required to be made under this Agreement by the Allottee/s, have been made to the Developers and other

14. Notwithstanding anything herein or any other communication addressed by the Developers to the Allottee/s either prior to or after the execution of this Agreement, the Developers shall have the first lien and charge on the said premises agreed to be acquired and/or accepted by the Allottee/s, till the entire amount due and payable by the Allottee/s to the Developers or otherwise under the terms and conditions of this Agreement is fully paid.

13. The right of the Developers to receive interest as aforesaid shall not entitle the Allottee/s to delay or default the payment of the amount payable in terms of this Agreement on its respective due date, nor shall it amount to or be construed as a waiver in part of the Developers of any of their rights, remedies and privileges in case of default or delay in payment of any such amount. Its respective due dates in the agreed manner by the Allottee/s.

18. amounts payable under this Agreement until payment and/or realization of such amount in favour of the Developers, whichever is later.

17. may in their sole discretion accept from the Allottee/s payment of the delayed installment/s of the purchase price and/or any other delayed or defaulted payment as payable by the Allottee/s under any of the provisions of this Agreement on the Allottee/s paying to the Developers interest at the rate of 18% (Eighteen per cent) per annum from the respective due date of such amounts payable under this Agreement until payment and/or realization of such amount in favour of the Developers, whichever is later.

16. deal with and dispose off the said premises to any other persons as they may deem fit without any further act or consent of the Allottee/s.

16. Developers or against the said premises and the Developers shall be entitled to title, interest, claim or demand or dispute of any nature whatsoever against the interest. On termination of this Agreement, the Allottee/s shall have no right, money and shall refund the balance amount paid by the Allottee/s without any forfeit the amount equivalent to 10% of the purchase price being the earnest further reference to the Allottee/s and on termination, the Developers shall Allottee/s in that behalf, be entitled to terminate this Agreement without any prejudice to any other rights and remedies open to the Developers against the period of 3 (three) months, the Developers at their sole option and without



12345678	Without prejudice to what is stated in clause No.11 above the Developers
23456789	may in their sole discretion accept from the Allottee/s payment of the delayed
34567890	deal with and dispose off the said premises to any other persons as they may
45678901	deem fit without any further act or consent of the Allottee/s.
56789012	Developers or against the said premises and the Developers shall be entitled to

own costs, charges and expenses and after the possession is handed over to the Allottees the Developers, will not be required to maintain any such amenities or pay Taxes nor the society will be required to maintain the same and levy any charges for the same as "Samarth Annex" is a complete separate independent building in which all the premises/areas have been allotted to the Allottees fully and absolutely without any interference or disturbance by any one in any manner.

21. The Allottees shall, on or before delivery of possession of the said premises, pay to the Developers, the following amounts:

(a)	Rs. 100/- (Rupees One Hundred only) towards membership fees of the said Society.
(b)	Rs. 1,000/- (Rupees One Thousand only) towards the share money of the said Society.
(c)	Rs. 5,000/- (Rupees Five Thousand only) towards Society formation and registration charges.
(d)	Rs. 15,000/- (Rupees Fifteen Thousand only) towards non-refundable interest free deposit for electricity and water meter, telephone connection or any other service connection and also towards security deposit to be paid to MCGM for permanent water connection to the building.

It is agreed that, in the event of the additional deposit being demanded by the Municipal Corporation, the Government of India or by the Electricity Supply Company concerned or by any other authority/agency, the Allottees shall alone be liable to bear and pay the same.



22. It is agreed that, if at any time after the execution of this Agreement, any fresh or new charges, levies or any other amounts by whatever names they may be called or imposed, are imposed or any existing taxes etc. are restricted by the Central Government or State Government or the M. C. G. M. or by any other Authority, which are eventually or primarily to be paid by or recovered from or shared by the Allottees herein, then the Allottees shall from the appointed date i. e. the date from which such taxes etc. are payable by him/her/them, pay to the Developers/Society etc. as the case may be, immediately on receipt of an intimation or demand to that effect from the Developers/Society etc.

23. Until the said building "SAMARTH ANNEX" is formally handed over in

favour to said Society, the Allottees shall not sell, let, sublet, transfer, assign or otherwise deal with or dispose off the said premises or any part or portion thereof or part with the Allottees interest or benefit under this Agreement, without the prior written intimation to the Developers and in case of disposal of the said premises or any part thereof, the Allottees shall be liable to pay to the Developers the applicable transfer charges. The Allottees are hereby permitted to execute Mortgage Deed or give the premises as security for the loan procured by the Allottees from the Bank or Financial Institute and the Developers agree to execute such Consent Letters/No-objection documents forthwith without demanding any additional consideration or charges thereof. It is agreed by the Developers that all the premises and area in the building "SAMARTHA ANNEXE" will be used, occupied and possessed by the Allottees and in the event the Allottees are desirous of submitting amended plans to make the premises suitable for their business, the Developers do hereby give their Consent and No-objection for such amendment of plans subject to necessary approval from MCGM and/or concerned Government authorities entirely at the risk, costs, charges and expenses of the Allottees.

2024/7/10
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24. The Allottees themselves and with intention to bring all persons into whosever hands the said premises may come, do hereby covenant with the Developers as follows:-

- a) To maintain the said "SAMARTHA ANNEXE" and premises at the Allottee's own cost in good tenable repair from the date on which they use or occupy the said premises and to suffer to be done anything in or to the said building which is situated or to the staircase or to the staircases which may be against the rules, regulations or bylaws of the said premises or any other authority or not to change/alter or make additions or to the said building in which the said premises is situated or to the said premises itself or any part thereof. However, the Allottees are at liberty to carry out Renovation to the said premises entirely at their own risk, cost, charges and expenses in the manner that may be suitable to them for their commercial activity.



- b) Not to store in the said premises, any goods which are hazardous, combustible or of dangerous nature or storing of which goods is objected to by the concerned local or other authority and in case any damage is caused to the said building in which the premises is situated,

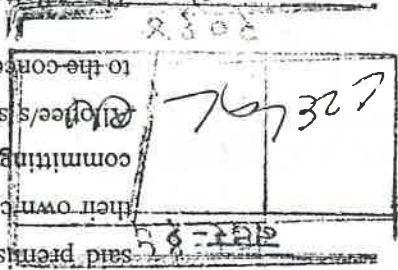
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on account of negligence or default of the Allottees/ in this behalf, the Allottee/s shall be liable for the consequences of the breach.

To carry out additions, alterations inside or outside the said premises at their own risk, costs, charges and expenses and the Allottee/s shall, be liable to face the consequences arising thereof without holding the Developers liable for the same in any manner.

d) To carry out, at their own costs, all internal & external repairs to the

said premises and maintain the said premises fully and absolutely at their own costs, charges and expenses and in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



e) The Allottees shall take out insurance policy of the said premises at their own costs, charges and expenses and bear and pay the Insurance Premium.

f) The Allottees shall keep the entire area neat and clean at their own costs, charges and expenses including the compound or any portion of the said property and the said building "SAMARTHA ANNEXE" in which the said premises is situated.

g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, as are imposed by the concerned local authority and/or Government and/or other public authority, on account of use of the said premises by the Allottee/s viz. user for any purpose other than for which the said premises is approved.

h) The Allottee/s shall not sell, let, sublet, transfer, assign or otherwise dispose of the said premises or any part or portion thereof or part thereof with interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Allottee/s to the Developers under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the possession is handed over to the Allottees.

i) The Allottee/s shall, upon being admitted as member of the Society, observe and perform the rules and regulations of the said Society and the Bye Laws of the said Society for the time being in force and also

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time to time hereafter and for the observance and performance of the
building rules, regulations and bye-laws for the time being of the
concerned local authority and of government and other public bodies.
The Allotees will be paying insurance charges, water charges, taxes,
etc., and maintaining the entire building "SAMARTHA ANNEXE"
themselves alongwith the areas surrounding thereof with all facilities
and amenities and the Society is not liable to render any services to the
Allotees herein in any manner.

It is hereby expressly agreed that on the Allotee/s being admitted as a member
of the Society, they shall hold and/or occupy the said premises as a member of
the said Society.
Nothing contained in this Agreement is intended to be nor shall be construed
as a grant, demise or assignment in law of the said premises or of the said
property and the said building or any part thereof. The Allotees shall have no
claim, save and except in respect of the said premises hereby agreed to be
allotted to them.

25. It is hereby expressly agreed that on the Allotee/s being admitted as a member
of the Society, they shall hold and/or occupy the said premises as a member of
the said Society.
Nothing contained in this Agreement is intended to be nor shall be construed
as a grant, demise or assignment in law of the said premises or of the said
property and the said building or any part thereof. The Allotees shall have no
claim, save and except in respect of the said premises hereby agreed to be
allotted to them.

27. Any delay tolerated or indulgence shown by the Developers in enforcing the
terms of this Agreement or any forbearance or giving of time to the Allotee/s
by the Developers shall not be construed as a waiver of any of the terms and
conditions of this Agreement nor shall the same in any manner prejudice the
right of the Developers, as stipulated in this Agreement.
28. The Allotee/s shall lodge this Agreement, as well as any other documents which
is required to be registered at the proper registration office. The
Developers shall admit the execution of the document forthwith before the
Registrar within the time limit as prescribed by the Indian Registration Act,
1908 as amended from time to time. The parties shall bear and pay their
Advocate's Fees separately.

29. All notices to be served on the Allotee/s as contemplated by this Agreement
shall be deemed to have been duly served, if sent to the Allotee/s by
Registered Post A.D. and/or by Courier at their address mentioned
hereinabove. Any change in the address of the Allotee/s should be notified in
writing by the Allotee/s to the Developers.

30. The Developers do hereby state that:

(a) The Allotees herein shall have exclusive and absolute right of free



Handwritten signature and date: 22/07/2018

32. The Allottees confirm that the Developers have given to them full, free and complete inspection of all the documents of the title and other deeds, documents and writings in respect of the said property and the Allottees/ confirms that they have entered into this Agreement after inspecting all such relevant documents including the plans, designs and specifications as prepared

33. The M. C. G. M. shall be at liberty to undertake additions/alteration in the open spaces as well as within the built up amenity for Municipal Maternity Home and Dispensary without the permission of the said Society.

34. The M. C. G. M. shall not become a member of the said Society and as such shall not be liable to pay any outgoings to the said Society.

35. The M. C. G. M. shall be at liberty to undertake additions/alteration in the open spaces as well as within the built up amenity for Municipal Maternity Home and Dispensary without the permission of the said Society.

31. In respect of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary constructed on the said property and handed over by the Developers to the M.C.G.M. as recited hereinabove in Clauses 'J' and 'K', the Allottee/ grants his/her/their/its irrevocable consent and agrees/ that :-

(a) The M. C. G. M. shall be at liberty to undertake additions/alteration in the open spaces as well as within the built up amenity for Municipal Maternity Home and Dispensary without the permission of the said Society.

(b) The Allottees of the premises in the building known as "SAMARATHA ANNEXE" shall be admitted as the member of the said Society and said Allottees shall exclusively be entitled to use the terrace and open space and other areas of the said building and surrounding thereof known as "SAMARATHA ANNEXE" and the allottees of the building "SAMARATHA AISHWARYA" shall not claim any right in respect of the same.

here to annexed.

handed over to the said Society. The said access is shown in the plan including the society even after the management of the said property is fully and absolutely without any interference or disturbance by anyone

access of ingress and egress from the front side of the said building viz. Samartha Annexe from East Side 44' D. P. (Kavi Basa Khetre Road) Road and will also be entitled to use west side (rear side) 40' D. P. Road of the said building viz. Samartha Annexe for ingress and egress fully and absolutely without any interference or disturbance by anyone including the society even after the management of the said property is handed over to the said Society. The said access is shown in the plan

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access of ingress and egress from the front side of the said building viz. Samartha Annexe from East Side 44' D. P. (Kavi Basa Khetre Road) Road and will also be entitled to use west side (rear side) 40' D. P. Road of the said building viz. Samartha Annexe for ingress and egress fully and absolutely without any interference or disturbance by anyone including the society even after the management of the said property is handed over to the said Society. The said access is shown in the plan	

id building viz. Khetre Road) 40' D. P. side) and egress unce-by anyone said property is own in the plan "SAMARTHA id Society and trace and open unding thereof of the building at in respect of for Municipal ty and handed ty in-Clauses '1' exit and agree/s be entitled to ty Home and For operation, Society and as city Society.

by the Developers' Architects, revenue records and such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder and the Allottees have also inspected the Title Certificate issued by M/s. Mahimtura & Co., Advocates & Solicitors on 20th September, 2014 and the Allottees/ undertakes/ not to raise any objection and/or requisition on the title to the said property.

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The Allottees hereby declare/ that they have gone through this Agreement and all the documents related to the said property and has/have expressly understood the contents, terms and conditions of the same and the Developers have entered into this Agreement with the Allottees/ relying solely on the Allottees/ agreeing, undertaking and covenanting to observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottees/ to be observed, performed and fulfilled and complied with and therefore, the Allottees/ hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developers/the said Society and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising from any breach, violation, non-observance, non-performance or non-compliance with the terms, conditions, covenants, stipulations and/or provisions set forth in the Allottees/.

34. The terms and conditions of this Agreement shall be enforceable against transferee/s/assignee/s, from time to time, of the said premises, which the respective Allottee/s may sell, transfer/assign and shall be enforceable against all such transferees.

35. It is also understood and agreed by and between the parties hereto that the open space, if any, attached or adjacent to any premises in the said building "SAMARTHA ANNEXE" which is treated as fire refuge area, shall not be used at any time and in any manner by the Allottee/s of such premises or by the Allottees of any other premises in the said building and that the said fire refuge area shall, at all times, be kept free from any encumbrances.



Sr. NO.	NAME	PAN NO.
1.	SAMARTHHA DEVELOPMENT CORPORATION	AABFS7753D
2.	SHRI V. K. WALAWALKAR (PARTNER)	AAPW7292C
3.	M/S. FLAG HOTELS PVT LTD.	AATCF 4110A
4.	MR. JOSEPH SEQUEIRA (DIRECTOR)	AYSPS 2197Q

40. The PAN NO. of the parties are as under.

which may be amended / modified from time to time.

Management and (Director) Act, 1963 and the rules made thereunder, both of

Ownership, Regulation of the promotion of Construction, Sale,

This Agreement shall be subject to the provisions of the Maharashtra

jurisdiction.

in the Courts in Mumbai alone shall have exclusive

differences between the parties hereto shall be resolved by and be adjudicated

This Agreement is subject to courts in Mumbai. All the disputes and

time.

and prevailing laws of India, as may be amended or modified from time to

only. This Agreement shall always be subject to the provisions of the existing

only and the arbitration proceedings shall be conducted in English language

challenge the same on any ground. The arbitration shall be held at Mumbai

The Allottee/s expressly agrees to accept such reference and shall not

Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

arbitration shall take place in accordance with the provisions contained in the

Agreement or any subsequent writing shall be referred to arbitration and such

the other or others of them in any way arising out of or relating to this

representatives or between one of the parties hereto and the representatives of

All disputes and differences between the parties hereto or their respective

37.

of any penalties which may be levied with regard thereto.

respect of the said premises and shall indemnify the Developers and shall keep

all other charges payable including VAT, Service Tax and TDS if any, in

38. The Allottee/s shall bear and pay the stamp duty and registration charges and

38. The Allottee/s shall bear and pay the stamp duty and registration charges and
 all other charges payable including VAT, Service Tax and TDS if any, in
 respect of the said premises and shall indemnify the Developers and shall keep
 of any penalties which may be levied with regard thereto.

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A piece or parcel of ground admeasuring 7937.2 square metres or thereabout, situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and sub-district of Mumbai City & Mumbai Suburban and bearing Plot No.2-

SECONDLY:

feet wide D.P. Roads. property described in First Schedule hereinabove and bounded on all the sides by 60

A piece of parcel or land or ground admeasuring 3470.4 square metres or thereabout, situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and sub-district of Mumbai City & Mumbai Suburban and bearing Plot No.2-A, S.No.41 (part) and City Survey No.1/220 being part of the

FIRSTLY:

Description of land of Shree Swami Samartha Organisation, operative Housing Society Ltd.,

THE SECOND SCHEDULE ABOVE REFERRED TO

- On or towards the North : By 90 ft. wide Development Plan Road.
- On or towards the East : By 44 ft. wide D. P. Road.
- On or towards the South : By 40 ft. wide D. P. Road, and beyond that
- On or towards the West : By 40 ft. wide D. P. Road.

bounded as follows that is to say :
 admeasuring about 1,02,230.6 sq. mts. or 1,22,267.8 sq. yds. or thereabouts, (i.e. balance area after handing over certain D.P. Reservations, D.P. Roads, etc. to B.M.C.) situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and Sub District of Mumbai City and Suburban and forming part of Survey No.41 and also forming part of CTS No.1, which piece of land is part of a scheme of layout sanctioned by Brihanmumbai Municipal Corporation vide order dated 20th May 1994 bearing No. CE/1450/BSII/OKWN and amended from time to time and

ALL THAT Piece or parcel of land or ground bearing Plot No.1,

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals to these presents on the day and year first hereinabove stated.

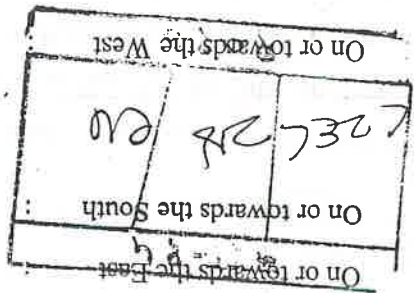
THE FIRST SCHEDULE ABOVE REFERRED TO:

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4. B, S.No.41 (part) and City Survey No.1/222 A & 1/223 A being part of the property described in First Schedule hereinabove and bounded as follows:

- 6. On or towards the North : By 60 ft. wide Development Plan Road
- By 44 ft. wide D. P. Road.
- By 40 ft. wide D. P. Road, and beyond that by land belonging to Apna Char Co-op. Housing Society Ltd.,
- By 40 ft. wide D. P. Road.



THE THIRD SCHEDULE ABOVE REFERRED TO:

A piece or parcel of land or ground admeasuring 7937.2 square meters or thereabout, situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and Sub-District of Mumbai City & Mumbai Suburban and bearing Plot No.2-B, S. No.41 (part) and City Survey No.1/222A (3951 sq. mis.) & 1/223A (398 sq. mis.) and bounded as follows:

- On or towards North by : 60 ft. wide D. P. Road,
- On or towards South by : 40 ft. wide D. P. Road,
- On or towards East by : 40 ft. wide D. P. Road and
- On or towards West by : 40 ft. wide D. P. Road.



THE FOURTH SCHEDULE ABOVE REFERRED TO:

A piece or parcel of land or ground admeasuring 7937.2 square meters or thereabout, situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and Sub-District of Mumbai City & Mumbai Suburban and bearing Plot No.2-B, S. No.41 (part) and City Survey No.1/222A and bounded as follows:

- On or towards North by : 60 ft. wide D. P. Road,
- On or towards South by : 40 ft. wide D. P. Road,
- On or towards East by : 44 ft. wide D.P. Road and
- On or towards West by : 40 ft. wide D.P. Road.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

- 1. Entrance lobby of the building Samartha Annex.
- 2. Staircase for the purpose of ingress and egress.
- 3. Lift and lift well.

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quare meters or
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and bounded as

- 4. Meter rooms on ground, first and second
- 5. Lobby and passage area on the first floor and
- 6. Terrace on the second floor.



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SIGNED SEALED AND DELIVERED

by the withinnamed "DEVELOPER'S"

M/S. SAMARTHA DEVELOPMENT

CORPORATION through the hands

of its partner SHRI V. K. WALAWALKAR

in the presence of.....

C. B. Chavan

SIGNED SEALED AND DELIVERED

by the withinnamed "ALLOTTEE/S"

M/S. FLAGS HOTELS PVT LD.

through the hands of its Director

Shri. JOSEPH SEQUEIRA

Who has been Authorised by the company

To execute this present in the meeting of

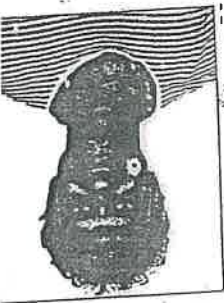
The Board of Directors held on

in the presence of

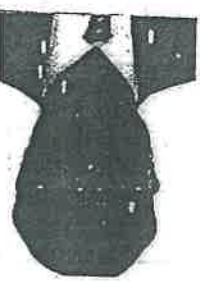
1) A.V.B. AMARA

2) Masood Sheikh

For FLAGS HOTELS PVT. LTD.
DIRECTOR



for SAMARTHA DEVELOPMENT CORPORATION
PARTNER



RECEIPT

RECEIVED of and from the within named M/S. FLAGS HOTELS PVT. LTD., ALLOTTEE/S a sum of Rs.1,00,00,000/- (Rupees One Crore Only)] being the part payment payable by them to us as within mentioned as per particulars given below:

Date	Cheque No.	Cheque Amount	Drawn on Bank / Branch
05.08.2014	530251	1,00,00,000/-	Corporation Bank, Orlem Branch, Malad (W).
Total:-		1,00,00,000/-	

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We Say Received,
For SAMARTHHA DEVELOPMENT CORPORATION

(Handwritten Signature)

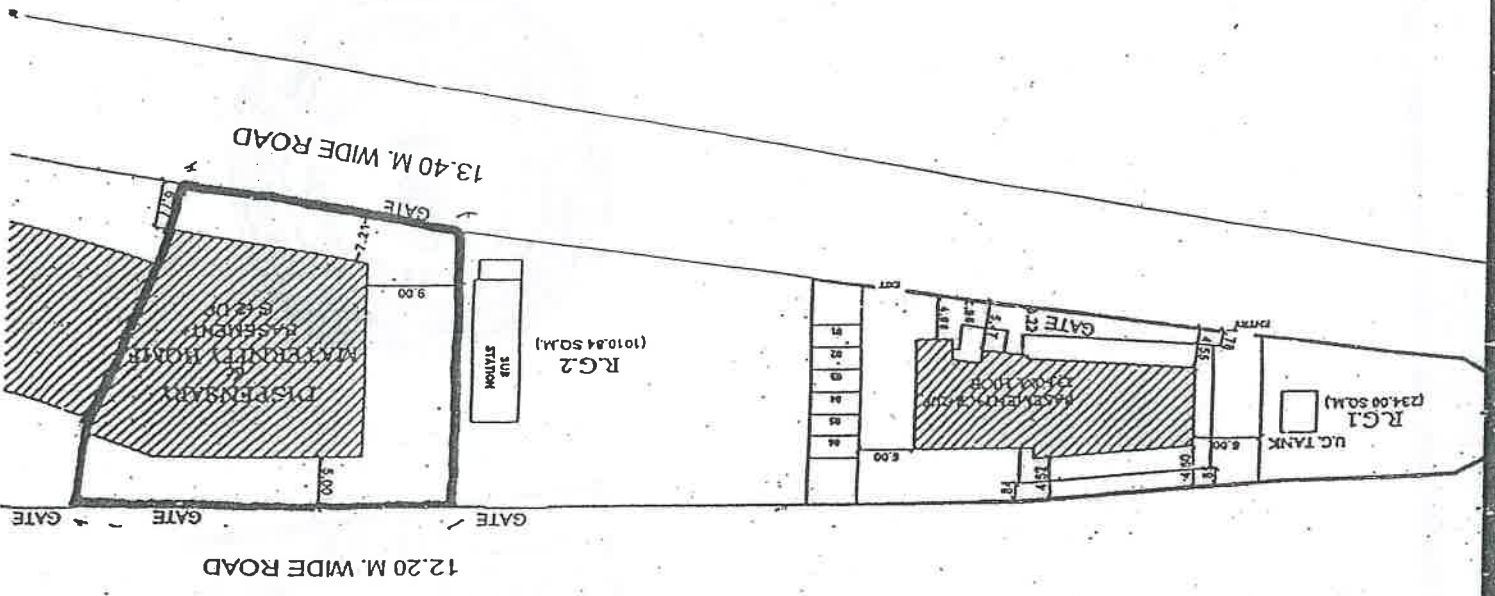
(VIKAS K. WALAWALKAR)
PARTNER



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(234.00 SQ.M.)
1.00
1.00



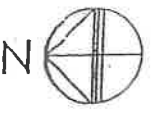
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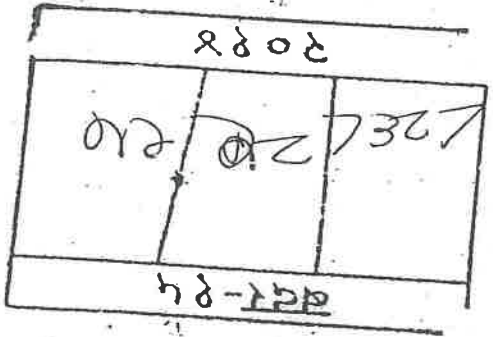
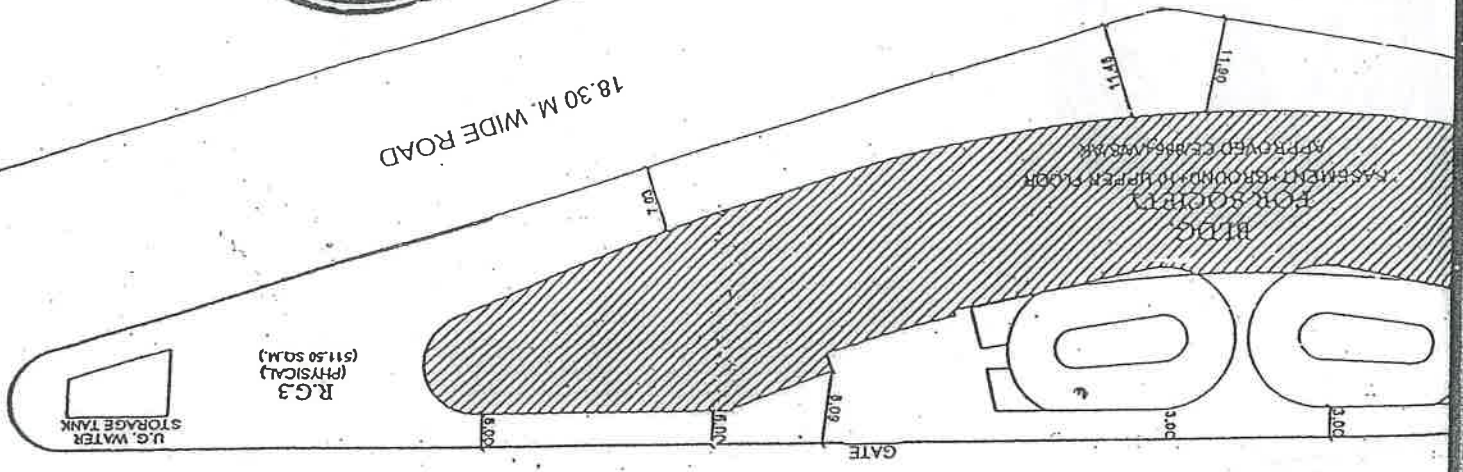


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SAMARTHA AISHWARYA

18.30 M. WIDE ROAD





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MUNICIPAL CORPORATION OF GREATER MUMBAI

CHE/WS/0057/R/337 (NEW) of

21 JUL 2011

Ex. Engineer Bldg. Proposal
H and K Wards
Municipal Office, R. K. Parker M
Bandra (West), Mumbai - 400 05

To
Smt. Ajit C. Gupte, Architect,
204, Standford Plaza, P.No.65,
Off. Link Road, Andheri (West),
Mumbai - 400 053.

Subj:- Proposed building on plot bearing C.T.S. No.1/222A, S.No. 41 (P1)
of Village Oshiwara, Andheri (West), Mumbai 400 053

Sir,

Ref: Your letter dated 26.05.2011.

There is no objection to your carrying out the work as per amended plans submitted by you
vide your letter under reference subject to the following conditions:-

1) All the objections of this office L.O.D. under even no. dated 31.08.2010 shall be applicable and
should be complied with.

2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time
of B.C.C.

3) That every part of the building constructed and more particularly overhead
provided with proper access for the staff of Insecticide Officer will be
but safe and stable ladder.

4) That the infrastructural works, such as construction of hand
underground cables, concealed wiring inside the flat/rooms, power, water, gas,
installations etc, required for providing telecom services shall be complied with
5) That the regulation No.45 and 46 of D.C.Reg.1991 shall be complied with
6) That the letter box shall be provided at the ground floor for all the tenants.
7) That the owner/developer shall not hand over the possession to the prospective buyers before
obtaining occupation permission.

8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the
columns shall also be governed as per the applicable I.S. Codes.
9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code
1993-2002. This also includes the columns projecting beyond the terrace and carrying the
overhead water storage tank, etc.

10) That the R.C.C. Trained structures, the external walls shall not be less than 230 mm, if in brick
masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as
circulated under No.CE/5591 of 15.4.1974.



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MAHARASHTRA No. CE/

M. Tendulkar
Chairman, Samartha Aishv

With reference to the
Development Permission
Application under Section 3
of the Maharashtra Regional and
Town Planning Act, 1967
No. 1051/2002
dated 10/11/2002

1. The land vacated on
shall form part of the
2. That no new building
permitted to be used
3. The Commencement
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4. This permission does
5. This Commencement
in no case exceed
6. This Certificate is issued
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7. The conditions of this
executors, assignees,
through or under the

The Municipal Comm
Executive Engineer to execute
the said Act.

This Certificate is valid upto
the commencement of the
work upto



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Abhinav
 Mr. Ajit C. Gupte
 CERTIFIED TRUE COPY

Abhinav
 E.E.B.F. (WS) K. Ward 29/6/11

Further C.C. is now extended upto 2nd H.C.P.D. i.e. A.R. 3.60 mt. including LMR to HT for/upto on p. vs approved plan B/A-11/2011.

29 JUL 2011

Abhinav
 E.E.B.F. (WS) K. Ward 9/6/11

Further C.C. is now extended upto top of 1st floor 8/10 mt. height. on p. vs. A.P. dt. 31/8/2010.

Valid up to 13/10/2011
 CHE/WS/007/K/337(NBW) of
 Further C.C. is now extended upto top of 1st floor 8/10 mt. height. on p. vs. A.P. dt. 31/8/2010.

E 9 JUN 2011

To,
 Shri Upendra
 Chairman,
 Samartha Ais
 11-A, Suyash,
 Gokhale Road
 Mumbai - 400

Gentleman,

The full
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MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CHE / WS / 0057/K/337/NEW

18 OCT 2013 FULL OCCUPATION CERTIFICATE

Ex. Engineer Bldg. Proposal (W.S.
H and K Wards
Municipal Office, R. K. Patkar Marg
Mumbai - 400 051
दफ्तर - २५

The full development work of commercial building comprising of Basement for storage + Ground + 2nd (pt) for restaurant and confectionery, 1st floor for S.No. 41 (pt) of Village Oshiwara, Andheri (West), Mumbai, is completed under the supervision of Shri Ajit C. Gupte, Licensed Architect, License No. CA/76/2994; and Shri Hamchandra M Tendulkar, Licensed Site Supervisor, License No. T/71/SS-1 Development Completion Certificate submitted by Architect and as per certificate issued by Chief Fire Officer u/no. FB/LR/WS/162. Dtd. 6. 8.2012, the same may be occupied on the following condition:-

1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate. A set of certified completion plan is attached herewith.

Yours Faithfully

Executive Engineer

(Bldg. Prop. Ward)



Gentleman,

To,
Shri Upendra Shetye,
Chairman,
Samartha Aishwarya CHS Ltd,
11-A, Suyash, Near Amar Hind Mandal,
Gokhale Road (North), Dadar (W),
Mumbai - 400 028.

TIFIED TRUE COPY
Ajit C. Gupte

MR SHETTY

18/10

1. The title society duly bearing Regis 2005 (herein property being District Mum (part), being I We had issue certifying the all encumbrance 2. Due to mentioned T issuing this property being District Mum being Plot 1 described in said property 3. Shree Housing Soc operative Soc

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Ref. No.

S. C. Mahimtura



TITLE CERTIFICATE

Re: An immovable property being piece of land bearing Plot No. 2/B admeasuring 7937.2 square meters corresponding CTS No.1/222A of village Oshiwara, Taluka Andheri, District Mumbai Suburban.

1. The title of Samartha Aishwarya Co-operative Housing Society Limited, a

society duly registered under the Maharashtra Co-operative Societies Act, 1960

bearing Registration No. BOM/WK/W/HSG(TC)/ 12848/04-05 dated 16 March

2005 (hereinafter referred to as "the Society") in respect of an immovable

property being a piece of land situated at Village Oshiwara, Taluka Andheri,

District Mumbai Suburban, bearing C.T.S. No.1/222A and 1/223A, Survey No.1

(part), being Plot No. 2/B admeasuring 7937.2 square meters is investigated by us.

We had issued our Title Certificates dated 28 June 2007 and 3 February 2013

certifying that the title of the Society to the said plot is marketable and free from

all encumbrances.

2. Due to certain development taking place after issuance of our above

mentioned Title Certificates dated 28 June 2007 and 3 February

issuing this revised Title Certificate to the Society in respect

property being a piece of land situated at Village Oshiwara, Taluka Andheri,

District Mumbai Suburban, now bearing C.T.S. No.1/222A, Survey No.1

being Plot No. 2/B admeasuring 7937.2 square meters and more particulars

described in the Third Schedule hereunder written (hereinafter referred to as

said property").

3. Shree Swami Samartha Prasanna Oshiwara East Unit No. 2 Co-operative

Housing Society Limited registered under the provisions of Maharashtra Co-

operative Societies Act, 1960 under registration No. BOM/W-K/W/HSG/TC/

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8875/95-96 dated 9 May 1995 (hereinafter referred to as 'The Unit No. 2 Society') had come about as a sub division of Shree Swami Samartha Prasanna Oshiwara East Co-operative Housing Society Ltd. registered under No. BOM/K-West/HSG/(T.C.)/1563/1984-85 (hereinafter referred to as 'The Mother Society'). By virtue of a Scheme under provision of Section 17 of the Maharashtra Co-operative Societies Act, 1960 (hereinafter called the 'The Said Act') vide order dated 9 May 1995 bearing No. BOM/K/W/HSG/SSSPOE/Partition/924-1995 passed by the Deputy Registrar Co-operative Societies (K-West Ward) Mumbai, the Mother Society had been split in 14 new societies one of them being the Unit No.2 Society herein.

4. The Mother Society, prior to it being split-up, was the owner of a large

piece of land admeasuring 1,02,230.6 square meters equivalent to 1,02,287.8

square yards, more particularly described in the First Schedule hereunder written

(hereinafter referred to as the 'Larger Property').

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22379	287.8
22379	287.8

5. The Mother Society, by two Agreements dated 11 May 1982 and 11

October 1989 had entrusted, for the larger property, the work of laying out of

internal roads, drains, electrical cable for each building site (hereinafter referred to

as 'Infrastructural Development') to Samartha Development Corporation;

(hereinafter referred to as 'Infrastructural Developers').

6. The Mother Society had got sanctioned from the Mumbai Municipal Corporation, the layout, vide an order dated 20 May 1984

CE/1450/BSII/OKWN in respect of the larger property, which was

from time to time whereby provisions are made for gardens, internal roads and

buildings. One building site being part of the lay-out admeasuring 11407.6 square

meters is more particularly described in the second schedule hereunder written

(hereinafter referred to as 'the said Property of Unit No. 2 Society') which inter

alia came to the share of the Unit No.2 Society herein pursuant to the said scheme

of sub-division of the mother society.



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7. By virtue of a Scheme sanctioned vide order dated 9 May 1995 of the

Deputy Registrar Co-operative Societies, the said property of Unit No.2 Society

inter alia came to be belonging to Shree Swami Samarth Prasanna Oshiwara East

Unit No.2 Co-operative Housing Society Ltd. However, under the terms of the

scheme, the Unit No.2 Society along with 13 other societies (which came into

existence consequent on division of the Mother Society) continued to be bound by

the Agreements dated 11 May 1982 and 11 October 1989 with the Infrastructural

Developers and therefore the development of the infrastructure of the said

property of Unit No.2 Society has also been provided by the Samarthna

Development Corporation.

8. Shree Swami Samarth Prasanna Oshiwara East Unit No. 2 Co-operative

Housing Society Ltd. vide order bearing No. Mumbai/K/W-B-4/SSSPOR/18/81/MS

Act, 1960 bearing Registration No. BOM/WK/W/HSG(TC)/12847/04-05 dated

16th March 2005 and Samarthna Aishwarya Co-operative Housing Society Limited,

the Society herein.

9. Samarthna Aishwarya Co-operative Housing Society (in Society

herein) as stated hereinabove came into existence on account of the merger of

Unit No. 2 Society dated 16 March 2005, which became merged with the said

property of unit No.2 society to the Plot No. 2B admeasuring 7937.2 square meters

then bearing CTS No.1/222A and 1/223A of village Oshiwara, off K. L. Walawalkar Marg, Andheri (West), Mumbai-400 053. A portion of the said

property bearing CTS No. 1/222A has been reserved for Maternity Home and a

portion then bearing CTS No. 1/223A was reserved for Secondary School. By

Notification bearing No. CMS/TPB/4304/73/CR-124/04/UD-11 dated 22



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November 2005 the said reservation of Secondary School on portion bearing CTS No. 1/223A of Village Oshiwara has been changed to reservation for Dispensary under the Development Plan of 'K' West Ward of Mumbai Municipal Corporation under modification under Section 37(2) of Maharashtra Regional and Town Planning Act, 1966.

10. By a letter bearing No. C/ULC/D-XV-WS/362/06 dated 3rd August 2006 issued by the office of the Additional Collector and Competent Authority (ULC), the Society has been allowed to retain the Plot No. 2B under Section 37(2) of

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Urban Land (Ceiling and Regulation) Act, 1976 and allowed to develop the same as approved by the Bombay Municipal Corporation.

11. By virtue of sub-division of the Unit No.2 Society, it is implied that two Agreements dated 11 May 1982 and 11 October 1989 with M/s. Samarthha Development Corporation bind the Society herein.

12. The Mumbai Municipal Corporation sanctioned an amalgamation cum layout in respect of the Plot No. 2B bearing No. CE/1787/BSIII/LOKWN dated 30 August 2006.

13. The Mumbai Municipal Corporation sanctioned a plan for development in respect of Plot No. 2B and issued IOD bearing No. CE/8864/WS dated _____ 2007.



14. By a Development Agreement dated 25 June 2007 registered with the Sub-Registrar of Assurances at Andheri - 3 under Serial No. _____ dated 24 October 2007 entered into between the Society and Samarthha Development Corporation ('the Developers'), the said Samarthha Development Corporation have been appointed as Developers in respect of Plot No. 2B at or for the consideration and on the terms and conditions therein mentioned. Pursuant to the said Development Agreement, the Society has executed the Power of Attorney

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dated 28 June 2007 in favour of Samartha Development Corporation to perform various acts and deed as mentioned therein.

15. By an Order dated 27 May 2009 bearing No. C/Desk 3C/Amalgamation/SRA/1288 passed by the Collector, Mumbai Suburban District, the area of CTS No. 1/223A is amalgamated with CTS No. 1/222A and property card in respect of CTS No. 1/223A is cancelled and fresh Property Register Card has been issued by the City Survey Officer for the amalgamated property bearing CTS No. 1/222A admeasuring 7937.2 square metres and more particularly described in the Third Schedule hereunder written.

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Wing 'A' of the main building on the said property and handed over the same to the Municipal Corporation of Greater Mumbai vide their letter dated 30 October 2009. The Municipal Corporation of Greater Mumbai vide its possession receipt dated 21 November 2009 acknowledged the taking over of possession of the said built up amenity for public purpose.

17. The Developers have constructed two more buildings i.e. Wing 'B' of the main building being Samartha Aishwarya comprising of basements, plus ground plus ten upper floors sanctioned under even number and Corporation Certificate issued on 12 January 2010 and Samartha Anna comprising of ground plus two upper floors on the said property. The Mumbai Municipal Corporation sanctioned a plan for development of building Samartha Anna and issued bearing No. CHE/W/S/0057/357(New) dated 31 August 2010 and Corporation Certificate issued on 14 October 2010.



18. The Municipal Corporation of Greater Mumbai has now issued full occupation certificate dated 12 March 2013 under No: CE/8864/WS/AK in respect of the building being "Samartha Aishwarya", stating therein that the full

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development work of commercial building comprising of Basement + Ground + 10 upper floors on plot bearing CTS Nos.1/223A, 1/222A, S.No.41(pi) of Village Oshiwara, Andheri (West), Mumbai, is completed.

19. The Municipal Corporation of Greater Mumbai has also issued another full occupation certificate dated 18 October 2013 under No: CHE/WS/0057/K/337/NEW in respect of the building being "Samartha Annex", stating that the full development work of commercial building comprising of Basement for storage + Ground + 2nd (pt) for restaurant and confectionery, 1st floor for community hall and 2nd (pt) for kitchen on plot bearing CTS Nos. 1/222A, 1/223A, S.No.41(pi) of Village Oshiwara, Andheri (West), Mumbai is completed.

222A	223A	41(pi)
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Title of the Society to		

20. In these circumstances, we are of the opinion that the title of the Society to the said property is clear, marketable and free from all encumbrances. We are of the further opinion that Samartha Development Corporation, the Developers herein have completed the project and have also complied with the Municipal Corporation of Greater Mumbai rules and have the authority to allot the premises of the said buildings as also the Developers are entitled to sell and dispose off the premises by way of sale or on lease or on leave and licence basis or otherwise as well as the parking lots for vehicles in the Basement, in the open space and on the upper floors being Project thereat in terms of the Development Agreement dated 25 June 2007.



ALL THAT Piece or parcel of land or ground bearing S.No.41, THE FIRST SCHEDULE ABOVE REFERRED TO, Registration District and Sub District of Mumbai City and Suburban and forming part of Survey No. 41 and also forming part of CTS No.1, which piece of land is

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part of a scheme of layout sanctioned by Brihanmumbai Municipal Corporation vide order dated 20 May 1994 bearing No.CE/1450/BSII/OKWN and amended from time to time and bounded as follows that is to say :

- On or towards the North : By 90 ft. wide Development Plan Road.
- On or towards the East : By 44 ft. wide D.P. Road.
- On or towards the South : By 40 ft. wide D.P. Road.
- On or towards the West : By 40 ft. wide D.P. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

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Description of land of Shree Swami Samarth Prasartha Oshiwara East Unit		
No.2 Co-operative Housing Society Ltd.		

FIRSTLY:

A piece or parcel of land or ground admeasuring 3470.4 square metres or thereabout, situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and sub-district of Mumbai City and Mumbai Suburban and bearing Plot No.2-A, S.No.41 (part) and City Survey No.1/220 being part of the property described in First Schedule hereinabove and bounded as follows by 60 feet wide D.P. Road.

SECONDLY :

A piece or parcel of land or ground admeasuring 10000 square metres or thereabout, situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and sub-district of Mumbai City and Mumbai Suburban and bearing Plot No.2-B, S.No.41 (part) and City Survey No.1/222 A and 1/223 A being part of the property described in First Schedule hereinabove and bounded as follows.





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- On or towards the North : By 60 ft. wide Development Plan Road.
- On or towards the East : By 44 ft. wide D.P. Road.
- On or towards the South : By 40 ft. wide D.P. Road.
- On or towards the West : By 40 ft. wide D.P. Road.

THE THIRD SCHEDULE ABOVE REFERRED TO:

A piece or parcel of land or ground admeasuring 7937.2 square metres or thereabout, situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and sub-district of Mumbai City & Mumbai Suburban and bearing Plot No.2-B, S.No.41 (part) and City Survey No.1/222 A being part of the property described in First Schedule hereinabove and bounded as follows.

By 60 ft. wide Development Plan Road	On or towards the North
By 44 ft. wide D.P. Road	On or towards the East
By 40 ft. wide D.P. Road	On or towards the South
By 40 ft. wide D.P. Road	On or towards the West

Dated this 20th day of September 2014

For Mahimtura and Company



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 ४. १९९८/१९९९ व.स.क. १९९८/१९९९
 ५. १९९९/२००० व.स.क. १९९९/२०००
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पत्रक - मध्य प्रदेश का आर्थिक स्थिति

1971-72 का आंकड़ा
1970-71 का आंकड़ा
- 1971
1971-72 का आंकड़ा



1971-72 का आंकड़ा

श्री. राजीव प्रसाद शर्मा द्वारा आँकड़ा पत्र का आ. सं. नं. 10/1971
1971-72 का आंकड़ा

मध्य प्रदेश का आर्थिक स्थिति, वि. सं. 1971-72 का आंकड़ा
मध्य प्रदेश का आर्थिक स्थिति, वि. सं. 1970-71 का आंकड़ा
मध्य प्रदेश का आर्थिक स्थिति, वि. सं. 1971-72 का आंकड़ा
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मध्य प्रदेश का आर्थिक स्थिति, वि. सं. 1971-72 का आंकड़ा
मध्य प्रदेश का आर्थिक स्थिति, वि. सं. 1970-71 का आंकड़ा
मध्य प्रदेश का आर्थिक स्थिति, वि. सं. 1971-72 का आंकड़ा
मध्य प्रदेश का आर्थिक स्थिति, वि. सं. 1970-71 का आंकड़ा
मध्य प्रदेश का आर्थिक स्थिति, वि. सं. 1971-72 का आंकड़ा
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1971-72 का आंकड़ा

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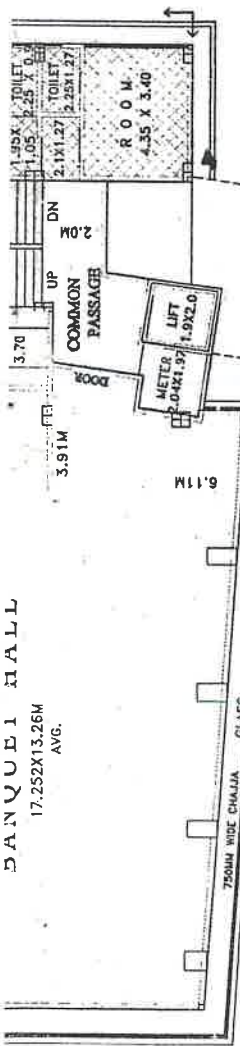
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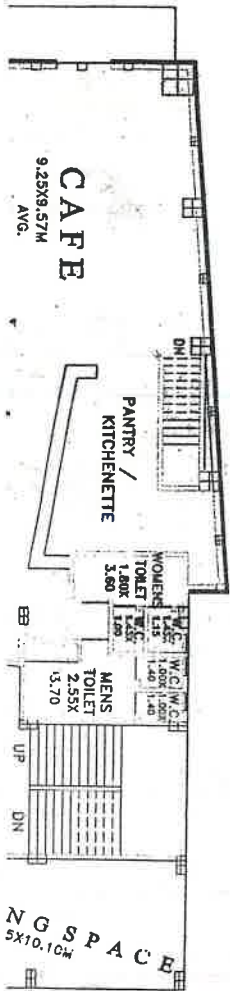
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Annexure 'G'



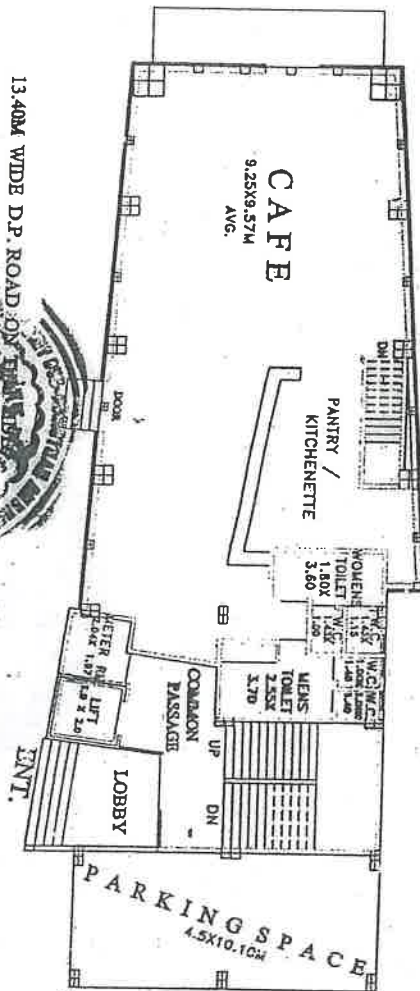
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2082	2082	2082	2082
2082	2082	2082	2082

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ON THIS SIDE

R.G. 1 ON THIS SIDE

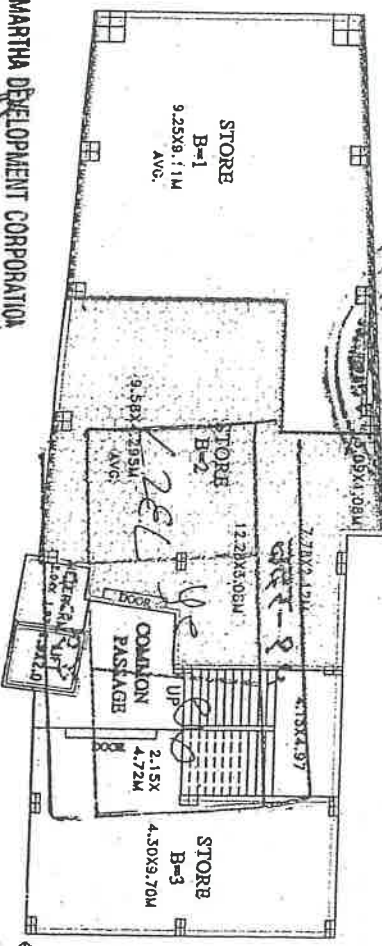


R.G. 2 ON THIS SIDE

13.40M WIDE D.P. ROAD ON THIS SIDE



GROUND FLOOR PLAN FOR SAMARTHIA ANNEXE WORKING DRG.



BESEMENT FLOOR PLAN FOR SAMARTHIA ANNEXE WORKING DRG.

For SAMARTHIA DEVELOPMENT CORPORATION

PARTNER

In case this card is lost/found, kindly inform/return to
 the issuing authority :
 Director of Income Tax (Systems)
 A-2, Chandpuri, Ground Floor
 New Delhi - 110 055



DIRECTOR OF INCOME TAX (SYSTEMS)
 नया दिल्ली (नया दिल्ही)

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FILING DATE / DATE OF INCORPORATION/FORMATION
 04-08-1978

SAMANTHA DEVELOPMENT CORPORATION
 फर्म का नाम

PAN NUMBER / PERMANENT ACCOUNT NUMBER
 AAAB5763D



Please find enclosed kindly inform/return to
 the issuing authority.
 Commissioner of Income Tax (Computer Operations),
 C-13, Ashok Bhawan,
 Bandra West Complex,
 Mumbai - 400 051.



2002
 237327

PERMANENT ACCOUNT NUMBER / PERMANENT ACCOUNT NUMBER
 AARW7292C
 NAME / नाम
 VIKAS KAMLAKAR WALAWALKAR
 NAME OF FATHER'S NAME / नाम पिता का
 KAMLAKAR LAXMAN WALAWALKAR
 Date of Birth / DATE OF BIRTH
 09-06-1960
 SIGNATURE / हस्ताक्षर
 Commissioner of Income Tax (Computer Operations)



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सिद्धार्थ
 INDIAN DEPARTMENT
 FLAGS HOTELS PRIVATE LIMITED



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IN CASE THIS CARD IS LOST / FOUND, Kindly Inform / Return to
Income Tax PAN Services Unit, ITTSL
3, Sector 11, CBD Belapur,
Mumbai - 400 614.
Phone: 022-26122000

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Signature

ALBERT ESQUEL
JOSEPH ESQUEL
Income Tax PAN Services Unit, ITTSL
3, Sector 11, CBD Belapur,
Mumbai - 400 614.
Phone: 022-26122000

Permanent Account Number
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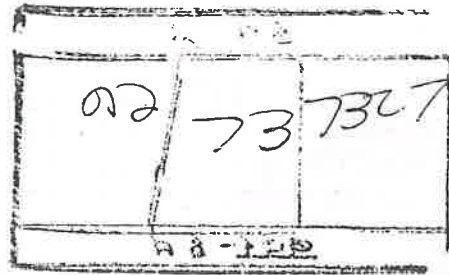


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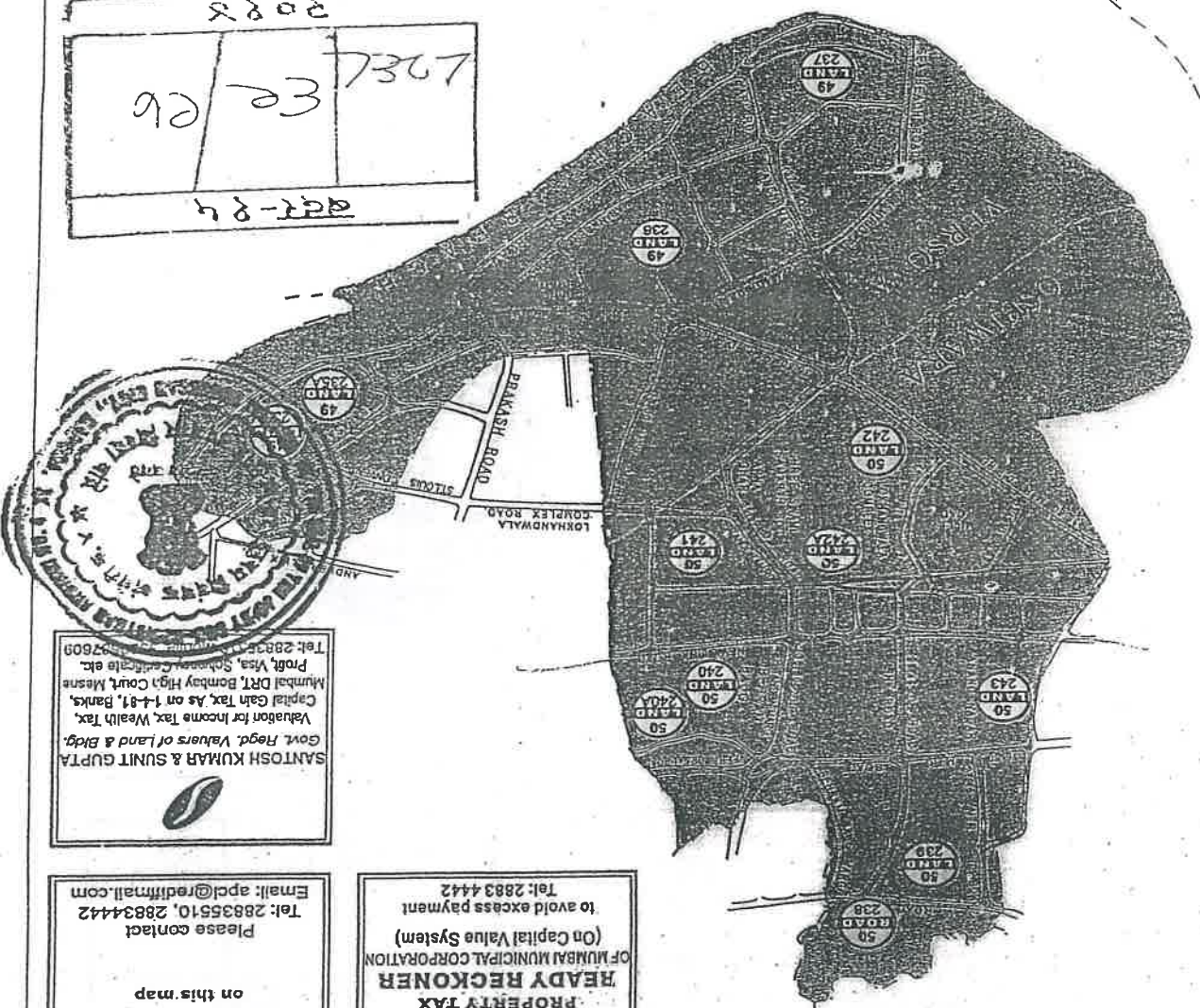
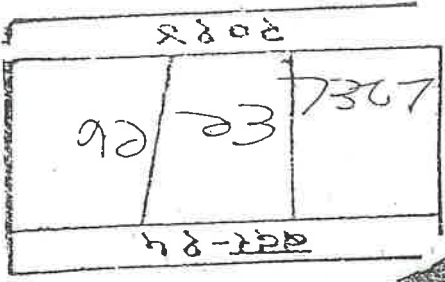
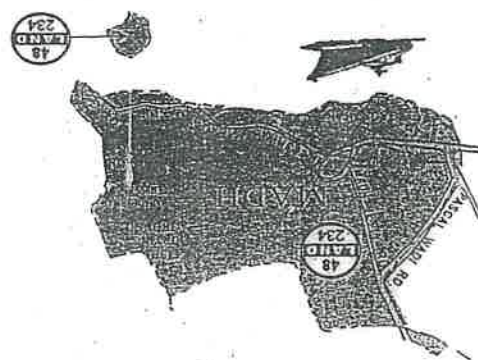
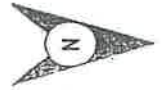
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Sketch Plan © APCI
PLAN Not to scale



SANTOSH KUMAR & SUNIT GUPTA
Govt. Regd. Valuers of Land & Bldg.
Valuation for Income Tax, Wealth Tax,
Capital Gain Tax, As on 1-4-81, Banks,
Mumbai DRT, Bombay High Court, Messrs.
Prof. Vsa, Schemes, Certificate etc.
Tel: 28834442

For your advertisement
on this map
Please contact
Tel: 28835510, 28834442
Email: apci@rediffmail.com

Before you pay the
property tax bill
Please read
**PROPERTY TAX
READY RECKONER**
OF MUMBAI MUNICIPAL CORPORATION
(On Capital Value System)
to avoid excess payment
Tel: 2883 4442

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M/S. FLAGS HOTELS PVT LTD.

BOARD OF DIRECTORS RESOLUTION

Dated 20/09/2014

The Board of Directors Meeting

Held on 20/09/2014

"It is hereby Resolved unanimously that

A building named as "SAMARTH ANNEXE" at Plot No. 2/B, CHS No. 1/222 A at Village Oshiwara, Taluka Andheri be purchased by M/S.

FLAGS HOTELS PVT LTD. for the business of the company."

"The Director of the Company Mr. Joseph Sequira is hereby authorised

by the company to negotiate and finalise the dealing with

Development Corporation and to pay the Consideration amount and

on behalf of the company and also to pay the Stamp Duty

Charges and also to execute, lodge, admit and get Registered

documents, in respect of the said property with. The Sub-Registrar of

Assurances Mumbai and also to take all such steps as may be required

from time to time and to take the original documents duly registered.

"The Director of the company Mr. Joseph Sequira is also hereby

authorised by the company to take Loan from Corporation Bank for and

on behalf of the company on such terms and conditions as he may deem

it fit and proper in respect of the said property and to execute, lodge,

admit and get registered all the necessary documents thereof with The

Sub-Registrar of Assurances Mumbai.

FLAGS HOTELS PRIVATE LIMITED

RESPONSE OFFICE : FLAG'S WORLD BUILDING, CTS NO. 1102, NEXT TO MILTON CHS LTD., LINK ROAD, MALAD (W), MUMBAI - 400 064.
 REGISTERED OFFICE : 202, ASIAD CHS LTD., B.I. PATEL ROAD, NEAR LIBERTY GARDEN, MALAD (W), MUMBAI-400 064. MOBILE : 98920 57548

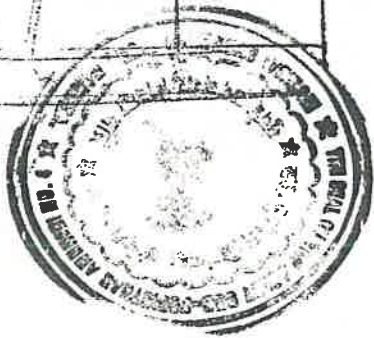
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The Director Mr. Joseph Sequeira is hereby authorised by the company to take the professional Services of the Architect Shri. Sandeep K. Kulkarni and Advocate Shri. Nalin R. Parekh and to pay their Professional Fees and out of pocket expenses for and on behalf of the company. The Director is also hereby authorised to affix the seal of the company upon such executed documents for and on behalf of the company.



TRUE COPY
FOR FLAGS HOTELS PVT. LTD

(Signature)

DIRECTOR
Director/Company Secretary

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RESPONSE OFFICE : FLAG'S WORLD BUILDING, CTS NO. 1102, NEXT TO NIRLON CHS LTD, LINK ROAD, MALAD (W), MUMBAI - 400 064
 REGISTERED OFFICE : 202, ASIAD CHS LTD, B.J. PATEL ROAD, NEAR LIBERTY GARDEN, MALAD (W), MUMBAI-400 064. MOBILE : 98920 57548

forth.
 and for the other incidental purposes hereinafter set



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True copy of the Resolution passed by the Managing Committee of the Society in its meeting held on 28th August, 2014.

“Resolved that Flags Hotels Pvt. Ltd., the prospective allottees / purchaser of the premises situated in the building Samartha Annex be and are hereby required to pay to the Society, on their becoming members of the Society, the monthly minimum maintenance charges not exceeding to Rs.10,000/- and proportionate contribution towards statutory funds (excluding repairs fund) as and when billed.”



TRUE

SAMARTHA AISHWARYA
 Co-operative Housing Society Ltd.

[Handwritten Signature]

SECRETARY		
2014-15	2014	2014

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POWER OF ATTORNEY TO PRESENT DOCUMENTS FOR REGISTRATION

TO ALL MEN TO WHOM THESE PRESENTS SHALL COME, I VIKAS

Kamalkar Walawalkar residing at 19-B, Suyash, Gokhale Road

(North), Dadar, Mumbai 400 028 and carrying on business in

partnership in the name and style of (1) M/s. SAMARTHAA

DEVELOPMENT CORPORATION (2) M/S. VENUS HOUSING ENTERPRISE and

(3) SHREE SWAMI SAMARTHAA DEVELOPERS having registered office at

11-A, 'Suyash', Gokhale Road (North), Dadar, Mumbai - 400 028

SEND GREETINGS :

W H E R E A S :

1. The said firms of the said firms of

(2) M/s. Venus Housing Enterprise and (3) Shree Swami Samarthaa

Developers have been carrying on business as Builders, Contractors,

Civil Engineers etc. for the last several years in Greater Mumbai.

2. In the course of the business of the said firms have to

managing partner of the said firms for and on behalf of the said firms,

documents, for and on behalf of these firms or in favour of the flat

of properties purchased by these firms in connection with sale of

purchasers, their societies and others in connection with sale of

premises etc. which need registration at the offices of the sub-

Registrar of Assurances in Mumbai City and Mumbai Suburban

District.

3. Due to exigencies of work, I am not in a position

attend before the said Sub-Registrars of Assurances in Mumbai

City and in Mumbai Suburban District personally every time and

hence I am desirous of appointing some fit and proper person as

my Attorney to present the documents signed by me for

registration and to admit execution of all documents signed by

me including receipt of consideration mentioned in the said

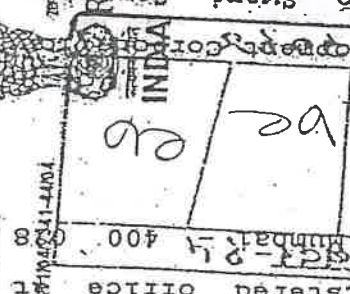
documents and for the other incidental purposes hereinafter set

forth.

Janata Sahakari Bank Ltd. Pune Dadar Branch, Kenil Building, S.K. Bole Road, Dadar (West), Mumbai - 400 028.

HRD 57939 110400

Special Agent ABR 01-11-88



Authorised Signatory

Dadar Branch, Mumbai.

THE SUBA
L. R. B.

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NOW KNOW ALL MEN BY THESE PRESENTS THAT I Vikas

Kamlakar Walawalkar do hereby nominate, constitute and appoint
Shri Surendra J. Malvanekar residing at 10/A-304, Nalanda, Apna
ghar Unit No.2 Co-operative Housing Society Ltd., Shree Swami
Samatha Nagar, Anaheri (West), Mumbai - 400 053 to be my true

attorney in my name and on my behalf to do and execute all or any
of the acts, deeds and things hereinafter mentioned in connection
with the documents executed by me viz.
To appear for and represent me before the Sub-Registrar

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of Assurances at Mumbai and Bandra or at any other place at all
times as may be necessary and to present before them for
registration all or any documents, deeds, conveyances mortgages

or any other documents whatsoever including agreements for sale
of flats or any premises made with the respective parties by the
firm of M/s. Samatha Development Corporation or M/s. Venus

and Housing Enterprise or M/s. Shree Swami Samatha
do admit my signature and execution of the said
and to admit the receipt of consideration mentioned therein



necessary.
2. To do any act, deed or thing as may be necessary to

complete the registration of the documents signed and executed by
me in the manner required by law and when the documents are
returned to the said firms after being duly registered to give
proper receipt and discharge for the same.

AND I, the said Vikas Kamlakar Walawalkar do hereby
agree and declare that all acts, deeds and things done, executed
or performed lawfully, by the said Shri Surendra J. Malvanekar as
my attorney pursuant to this power of attorney, shall be valid
and binding on me to all intents and purposes as if done by me
personally which I undertake to ratify and confirm whenever
required.

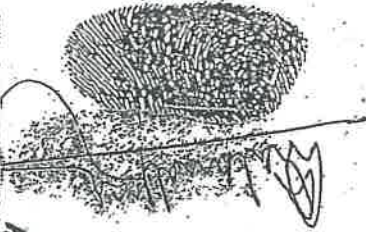
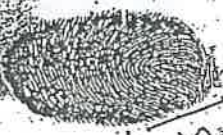
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Solely done

SIGNED SEALED AND DELIVERED
 By the withnnamed Shri Vikas
 Kamalakar Walalakar in the
 presence of

2008.

Walalakar have hereunto set my hand this 30th day of April 2008.

IN WITNESS WHEREOF I, the said

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श्री. क. वि. वि. वि.
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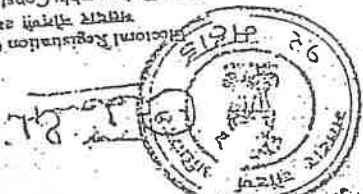
This card may be used as an identity card under different Government schemes

Date / तिथि : 05/01/2000

प्रा. सं. : १११३

Place : KALHAD

For 012-KALHAD Assembly Constituency
 क्षेत्रीय निर्वाचन क्षेत्र
 Regional Registration Office



246 अ. प्र. मंडला, ताल. राजगढ़, जिला. राजगढ़

Address / पता : 246 Al. Pr. Mandala, Tal. Rajgad, Dist. Rajgad

Address / पता



Election Commission of India
 निर्वाचन आयोग
 IDENTIFICATION CARD
 पहचान कार्ड
 N1703 1012/076245



Elector's Name
 मतदाता का नाम

Salve Subhash
 सल्वे सुभाष

Father's / Mother's /
 Husband's Name
 पिता/माता/पति का नाम

Yashwanth
 यशवंत

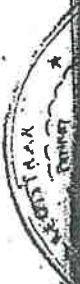
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Age as on 1.1.98
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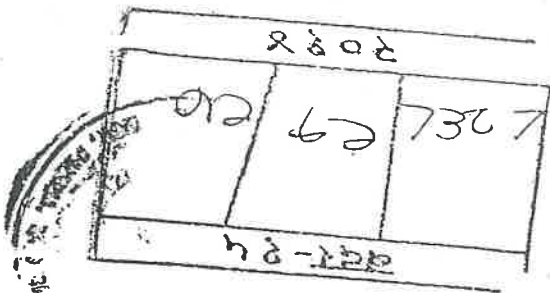
भारत सरकार
GOVT OF INDIA

श्रीधर शर्मा
INCOME TAX DEPARTMENT
SHAHKANT SHARMA
15/04/1983
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Permanent Account Number

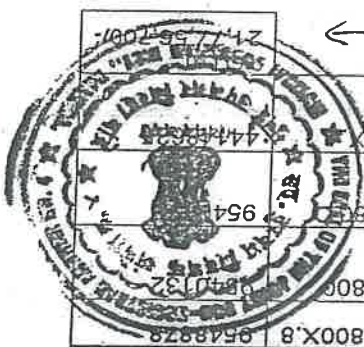
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30000/-
 110,00,000/-
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Floor	Particulars	Carpet Area in Sq. Meters	MARKET VALUE
1.	Ground	193.87	44621119
	Restaurant	193.87	193.87X191800X1.2
2.	Basement	95.72	95.72X191800X1.2X.8
	Store No.1	95.72	17624732
	Community Hall	280.20	280.20X191800X1.2
3.	Basement	99.07	64490832
	Store No.2A	99.07	99.07X191800X1.2X.8
	Store No.2B	51.86	18241560
4.	First	41.45	954
	Kitchen + Kitchen Store	41.45X1.2X191800	9548878
5.	Second	41.45	51.86X1.2X191800X.8
	Kitchen + Kitchen Store	41.45	41.45X1.2X191800
5.	Surrounding Open Space	1204.93	1204.93X91600

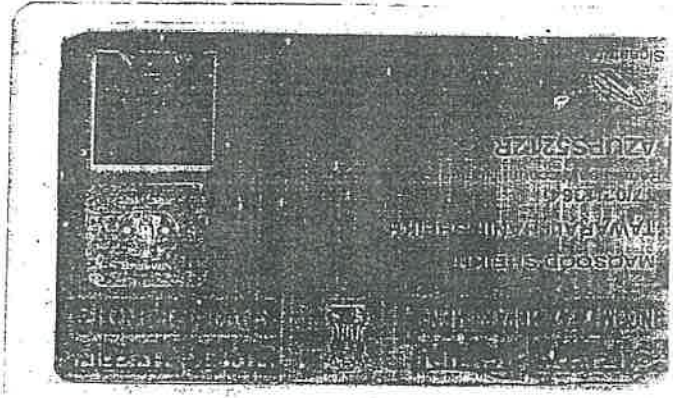
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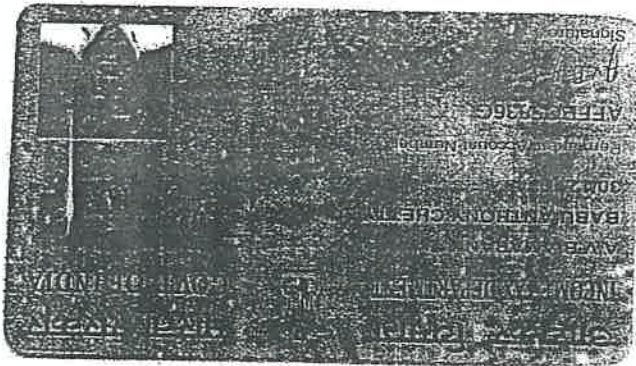
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श्री. सुभाष निंबळकर, अर्थीक, पुणे
 पुणे नगर निर्यात

प्रमाणित करील वेळी या
 करानामाचे मूल्य..... रु. पावे आहेत.

शिफा क्र. 2 26 / 09 / 2014 04 : 53 : 58 PM ची वेळ: (फी)

शिफा क्र. 1 26 / 09 / 2014 04 : 52 : 05 PM ची वेळ: (सादरीकरण)

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दीन) मध्ये नमुद न केलेल्या कोणत्याही नागरी क्षेत्रात

दस्तावाचा प्रकार: करारनामा

श्री. सुभाष निंबळकर 4

श्री. सुभाष निंबळकर 4

एकूण: 31940.00

दस्त देणार करणाऱ्याची सही:

पदाची संख्या: 97

रु. 1940.00

दस्त देवाळणी ची

रु. 30000.00

गोदणी ची

गोदक तिक्का
 गारकरणातील गोद: से.पर्वस हदिल्ल या ती वे संघालक ची
 गारवती तिनांक: 26/09/2014
 गारवती: 9027

वेळी 4:53 म.पं. वा. देणार केला.

अ. क्र. 8268 वर दि.26-09-2014

रु. ति. सह. रु. ति. वरर15 यांचे कायबिलगत

मरलेले मुद्रांक शुल्क: रु.1,10,00,000/-

वागार मुल्य: रु. 21,77,56,700/- सोबतच: रु. 22,00,00,000/-

दस्त क्रमांक: वरर15 /8268/2014

दस्त क्रमांक: 8268/2014
वरर15

दस्त गोपबारा भाग-1

शुक्रवार, 26 सप्टेंबर 2014 5:00 म.पं.

3

Sr. 1

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०२१-०५		



Mumbai - 400 001.
Khetwadi Main Road,
Motti Mansion,
Advocate, High Court,
SHRI NITIN R. GANDHI

POWER OF ATTORNEY

SHRI SUBENDRA J. MALVANKAR

TO

SHRI VIKAS KAMLAKAR WALAWALKAR

===== MUMBAI DATED THIS _____ APRIL 2008 =====

AGREEMENT FOR ALLOTMENT
OF
SAMARTHA ANNEXE

..... Allottees

Flags Hotels Pvt. Ltd.

And

..... Developers

Samartha Development Corporation

Between:-

Dated this 26th day of September, 2014

29/9
4.02
Sd/-