

जा.क्र.मुंबई/के-प/गृहनिर्माण/श्री स्वामी प्र.ओ ईस्ट/
विभाजन / २२४/सन १९२५.
उपनिबंधक, सहकारी संस्था, के-प/पश्चिम विभाग, मुंबई
यांचे कार्यालय, गृहनिर्माण भवन, कक्षा क्र.६९ [अ],
तळमणला, वांद्रे [पूर्व] मुंबई - ४०० ०५१.
दिनांक : २५/५/१९२५.

वाचावे : १] संस्थेचे विभाजन होणेसाठी संस्थेचे विनंती पत्र दि.१६/२/२५
त्यासोबत विभाजनाची योजना व संबंधीत कागदपत्र.

२] महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम
१७[१] व त्या खालील नियम १६ नुसार श्री स्वामी
समर्थ प्रसन्न ओशिवरा ईस्ट को-ऑपरेटिव्ह हौसिंग
सोसायटी लि., मुंबई या संस्थेच्या विभाजनाबाबतच्या
या कार्यालयाने जारी केलेला आदेश मसुदा क्रमांक
जा.क्र.मुंबई/के-प/गृहनिर्माण/स्वामी प्र/कलम १७/
विभाजन/५६७/१९२५. दि.१३.३.२५

३] संस्थेच्या विभाजनाचा आराखडा [योजना] संस्थेच्या
टयवस्थापक कमिटीची सभा दि. ३१/१२/२४ व
संस्थेची विशेष साधारण सभा दि. ३१/१/२५ व
दि.१३/४/२५ मध्ये मंजूर होवून ठराव संमत झालेले
आहे.

४] संस्थेचे वेअरमन यांचेकडे दि.१५/४/२५ चे पत्र व
त्यानुसार संस्थांची नोंदणी प्रस्ताव सादर करून
संस्थेचे विभाजन होणे बाबतचे पत्र.



ज्या अर्धी श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट को-ऑपरेटिव्ह
हौसिंग सोसायटी लि. ११-ए, सुयशा अमरहिंद मंडळ जवळ, गोखले रोड, दादर [पूर्व]
मुंबई-४०० ०२८ ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम
२[१] खालील क्रमांक बीओएम/के-वेस्ट/सयसजी/[टीसी]/१५६३/सन १९८४-८५,
दिनांक १७/५/१९८५ रोजी नोंदणी करण्यात आली आहे आणि,

ज्या अर्धी सदरची संस्था ही ओपन प्लॉट म्हणून नोंदण्यांत आली
असून संस्थेच्या मालकीचा अंधेरी [पश्चिम] मौजे ओशिवरा येथे सर्व्हे नं.४१ मध्ये
सुमारे १,१७,०५४ चौरस मिटर क्षेत्रफळाचा भूखंड होता. त्यांपैकी बृहन्मुंबई
महानगर पालिकेला डी.पी. रोड साठी पाहणे क्षेत्र संस्थेने हस्तांतरित केले असून
आंता संस्थेकडे क्षेत्र १०४३४८.८६४ चौ.मी.चा भूखंड शिल्लक आहे. व संस्थेचे
आजतागायत सभासद संख्या १५७ आहे. संस्थेच्या भूखंडावर अद्यापही इमारत
बांधकाम झालेले नाही. संस्थेसमोर इमारत बांधकाम करण्यासंबंधी अनेक तांत्रिक
आर्थिक अडथळे होत असल्याने संस्थेचे इमारत बांधकामांत विलंब झाला आहे.

सभासदांच्या संस्था विभाजनाबाबत वारंवार संस्थेकडे विनंती अर्ज आले असता संस्थेने तिचे कार्यदेशीर सल्लागार संस्थेचे वास्तुशास्त्रज्ञ, इंजिनियर्स व संस्थेचे क्वांटदार मेसर्स समर्थ डेव्हलपमेंट कार्पोरेशन यांचेगो सल्लामसलत/चर्चा करून संस्थेच्या हिताच्या दृष्टीने संस्था विभाजनाची योजना/आराखडा तयार केला होता. आणि,

ज्या अर्धी सदरची संस्था विभाजनाची योजना हा विषय व्यवस्थापक समितीचे सभामध्ये वारंवार चर्चा विनिमय होवून दि. ३१/१२/९४ रोजी झालेल्या व्यवस्थापक समितीच्या सभेमध्ये संस्था विभाजन योजना मंजूर झाली. तसेच सदर संस्था विभाजनाचा विषय संस्थेच्या दि. ३१/१/९५ रोजी विशेष सर्वसाधारण सभेमध्ये ठेवण्यात येवून त्यावर चर्चा विनिमय होवून विभाजनाबाबतची अंतिम योजना सर्वानुमते मंजूर झालेली होती. आणि,

ज्या अर्धी संस्थेच्या विभाजना बाबत संपूर्ण योजना कागदपत्रासहोत या कार्यालयाकडे संस्थेचे दि. १६/२/९५ चे पत्रान्वये सादर करून संस्था विभाजन करण्याबाबत विनंती करणेत आली असता सदरची योजना पहाता संस्थेतोत सभासद संख्या १५७ आहे. संस्थेचे मालकीचा भूखंड [जमिन] क्षेत्र १,१७,०५४ चौरस मिटर इतका होता. ज्यापैकी बृहन्मुंबई महानगरपालिकेला डि.पी.रोड साठी काही क्षेत्र संस्थेने हस्तांतरित केले असून आता संस्थेकडे क्षेत्र १०४३४८.८६४ चौ.मी.चा भूखंड शिल्लक आहे. सदरचा भूखंड हा १४ विभागांमध्ये [युनिट] संस्थेचे वास्तुशास्त्रज्ञ यांच्या सल्ल्याने विभागून स्वतंत्र १४ संस्था निर्माण करण्याबाबत योजना आखलेली आहे. सदर बाबतीत संस्थेने जे कार्यदेशीर सल्लागाराकडून मंजूरी घेतली आहे. संस्थेचे क्वांटदार मेसर्स समर्थ डेव्हलपमेंट कार्पोरेशन यांचीही संस्था विभाजनास संमत्ती घेतली असल्याचे संस्थेने म्हटले आहे. सदर संस्था विभाजन करणे बाबत संस्थेचे सभासदांकडून वारंवार मागणी, संस्था इमारत बांधकाम लवकर पूर्ण तयार करण्याच्या दृष्टीने संस्थेचा व्यवहार व व्याप मोठा असल्याने संस्थेचा कारभार करणे अडचणीचे होते इत्यादी कारणे दिलेली आहेत. मूळ संस्था विभाजन करून १४ स्वतंत्र युनिट घडवून संस्था निर्माण करणे बाबत संस्थेने विनंती केली होती. आणि,

ज्या अर्धी या कार्यालयाने महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम १७[१] व त्याखालील नियम १६ नुसार निर्गमित केलेल्या विभाजनाचा आदेशाचा मसुदा उपरोक्त संदर्भ दिनांक १३/३/९५ या आदेशाचा मसुदा पाठवून मसुदा संस्थेच्या नोटीस बोर्डावर प्रसिध्द करून संस्थेच्या सभासदांच्या तसेच हितसंबंधीचे विभाजनाच्या नियोजित आदेशात आक्षेप/सुचना असल्यास त्या सदर पत्र व आदेशाचा मसुदा संस्थेस प्राप्त झाल्याच्या तारखेपासून १ महिन्याच्या आंत या कार्यालयास सादर करण्यासंबंधी सुचना दिल्या होत्या. अशा हरकती व सचना आलेल्या नाहीत. आणि,

ज्या अधी संस्थेचे वेअरमन श्री अशोक बो कुलकर्णी यांनी त्यांचे दिनांक १५/४/९५ च्या पत्रान्वये या कार्यालयाने विभाजनासंबंधी जारी केलेला आदेशा मसुदा दिनांक १३/३/९५ या संस्थेच्या दिनांक २५/३/९५ च्या नोटीसीने संस्थेची विशेष सर्वसाधारण सभा दिनांक १३/४/९५ रोजी घेतली. सदर सभेमध्ये संस्थेची विभाजनाची योजना या कार्यालयाचे विभाजन मसुदा आदेश दि.१३/३/९५ हा सभेमध्ये घर्षा विनिमय होवून सर्वांनुमते मंजूर झाला असल्याचे या कार्यालयाला कळविलेले आहे. आणि,

ज्या अधी संस्थेचे मालकीचा अंधेरी [पश्चिम] मीन ओशिवरा येथे सर्वे नं. ४१ [पार्ट] मध्ये सुमारे १०४३४८.८६ चौरस मिटर क्षेत्रफळ भुखंड १४ स्वतंत्र [युनिट] प्लॉट पाझन [विभागून] १४ स्वतंत्र संस्था स्वतंत्र गृहनिर्माण संस्था नोंदणी बाबत प्रस्ताव या कार्यालयाकडे पाठविलेला आहे. संस्थेचे एकूण सभासद संख्या १५७ आहे. गृहनिर्माण संस्थेचे मुख्य उद्देश लक्षात घेता प्रत्येक इमारतीसाठी अथवा प्रत्येक भुखंडासाठी [प्लॉटसाठी] स्वतंत्र गृहनिर्माण संस्था असावी असे शासनाचे सर्वसाधारण धोरण आहे. त्यामुळे संस्थेचे व्यवस्थापन व कामकाज सुलभ होण्याच्या दृष्टीने संस्थेचे विभाजनाबाबत घेतलेला निर्णय योग्य असून संस्थेचा व तिच्या सभासदाच्या हिताच्या दृष्टीने योग्य व आवश्यक आहे. अशी माझी खात्री झाली आहे. आणि म्हणून मी खालील प्रमाणे आदेश देत आहे.

आ दे श

महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम १७[१] [क] व त्या खालील नियम १६[७] नुसार मला प्रदान केलेल्या अधिकारापरत्वे मी जे.एस.पानपट्टे, उपनिबंधक, सहकारी संस्था, के-पश्चिम विभाग, मुंबई असा आदेश देतो की, श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट को-ऑपरेटिव्ह हौसिंग सोसायटी लि., ११-ए सूर्यश अमरहिंद मंडळा जवळ, गोखले रोड, दादर [नॉर्थ] मुंबई - ४०० ०१८. या संस्थेचे कामकाज व व्यवस्थापनाच्या दृष्टीने संस्थेचे १४ भुखंड [प्लॉट] निहाय १४ स्वतंत्र संस्थामध्ये विभाजन करून कलम २१ व त्याखालील नियम १६[७] मधील तरतुदीला विभाजन केलेल्या मूळ श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट को-ऑपरेटिव्ह हौसिंग सोसायटी लि., मुंबई या संस्थेचा नोंदणी क्रमांक बीओएम/के-वेस्ट/एवएसजी/[टोसी]/१५६३/सन ८४-८५, दि.१७/५/८५ रद्द करील आहे.

विभाजनानंतर महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम २[१] नुसार खाली नमूद केलेल्या १४ नवीन संस्था पुढे दर्शविल्याप्रमाणे नोंदणी करणेत येत आहे.

अ.क्र.संस्थेचे नांव	सभासद संख्या	भुखंड क्रं.	नोंदणी क्रमांक व दिनांक
१.	२.	३.	४.
१] श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट] युनिट नं.१ को-ऑप. हौसिंग सोसायटी लि.,	१४	१२ व १ब	बीओएम/डब्ल्यू-के/डब्ल्यू/एचएसजी/टीसी/८८७४/२५-२६ दि. २/५/१९२५.
२] श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट], युनिट नं.२ को-ऑप. हौसिंग सोसायटी लि.,	११	२	बीओएम/डब्ल्यू-के/डब्ल्यू/एचएसजी/टीसी/८८७५/२५-२६ दि. २/५/१९२५.
३] श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट], युनिट नं.३ को-ऑप. हौसिंग सोसायटी लि.,	११	३	बीओएम/डब्ल्यू-के/डब्ल्यू/एचएसजी/टीसी/१०११/२५-२६ दि. २/५/१९२५
४] श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट] युनिट नं.४ को-ऑप. हौसिंग सोसायटी लि.,	११	४	बीओएम/डब्ल्यू-के/डब्ल्यू/एचएसजी/टीसी/१०१२/२५-२६ दि. २/५/१९२५
५] श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट] युनिट नं.५ को-ऑप. हौसिंग सोसायटी लि.,	११	५	बीओएम/डब्ल्यू-के/डब्ल्यू/एचएसजी/टीसी/१०१३/२५-२६ दि. २/५/१९२५
६] श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट], युनिट नं.६ को-ऑप. हौसिंग सोसायटी लि.,	११	६	बीओएम/डब्ल्यू-के/डब्ल्यू/एचएसजी/टीसी/१०१४/२५-२६ दि. २/५/१९२५.
७] श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट], युनिट नं.७ को-ऑप. हौसिंग सोसायटी लि.,	११	७	बीओएम/डब्ल्यू-के/डब्ल्यू/एचएसजी/टीसी/१०१५/२५-२६ दि. २/५/१९२५.
८] श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट], युनिट नं.८ को-ऑप. हौसिंग सोसायटी लि.,	११	८	बीओएम/डब्ल्यू-के/डब्ल्यू/एचएसजी/टीसी/१०१६/२५-२६ दि. २/५/१९२५.



१.	२.	३.	४.	५.
९]	श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट], युनिट नं. ९ को. ऑप. हौसिंग सोसायटी लि.,	११	९	बीओएम/डब्ल्यू-के/डब्ल्यू/ एचएसजी/टीसी/१०१७/१५-१६ दि. १/५/१९९५
१०]	श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट] युनिट नं. १० को. ऑप. हौसिंग सोसायटी लि.,	११	१०	बीओएम/डब्ल्यू-के/डब्ल्यू/ एचएसजी/टीसी/१०१८/१५-१६ दि. १/५/१९९५.
११]	श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट] युनिट नं. ११ को. ऑप. हौसिंग सोसायटी लि.,	११	११	बीओएम/डब्ल्यू-के/डब्ल्यू/ एचएसजी/टीसी/१०१९/१५-१६ दि. १/५/१९९५.
१२]	श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट], युनिट नं. १२ को. ऑप. हौसिंग सोसायटी लि.,	११	१२	बीओएम/डब्ल्यू-के/डब्ल्यू/ एचएसजी/टीसी/१०२०/१५-१६ दि. १/५/१९९५.
१३]	श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट], युनिट नं. १३ को. ऑप. हौसिंग सोसायटी लि.,	११	१३	बीओएम/डब्ल्यू-के/डब्ल्यू/ एचएसजी/टीसी/१०२१/१५-१६ दि. १/५/१९९५.
१४]	श्री स्वामी समर्थ प्रसन्न ओशिवरा [ईस्ट], युनिट नं. १४ को. ऑप. हौसिंग सोसायटी लि.,	११	१४	बीओएम/डब्ल्यू-के/डब्ल्यू/ एचएसजी/टीसी/१०२२/१५-१६ दि. १/५/१९९५.

भुखंड निहाय वरील प्रमाणे स्वतंत्र १४ संस्था पंजीबद्ध करण्यांत आल्या प्रमाणे १४ स्वतंत्र संस्थांच्या व्यावस्थापक समित्या स्थापन करण्यात येवून मालमत्ता व देणो याची खालील प्रमाणे विभागणी करण्याबाबत आदेश देण्यात येत आहे.

- १] भाग भांडवल व प्रवेश फी : सभासदांच्या प्रमाणात करण्यात यावी.
- २] ठेवी व अनामत रक्कम : सभासदांच्या प्रमाणात करण्यात यावी.
- ३] भुखंड [जमिन] : संस्थेने योजनेमध्ये वास्तुशास्त्रज्ञ यांच्या सल्ल्याने विभागणी प्रमाणे व दर्शविल्याप्रमाणे भुखंड संबंधीत संस्थाना वर्ग करावे.
- ४] संस्थांचे इमारत बांधकाम : मुळ संस्थेने केलेल्या कराराप्रमाणे सर्व संस्थांचे इमारत बांधकाम वगैरे करण्याचे हक्क मेसर्स समर्थ डेव्हलपमेंट कॉर्पोरेशन यांचे राहातील.

५) कर्ज [देणो]

: झालेल्या भुखंड [प्लॉट] निहाय खर्चानुसार.



[जे.एस.पानपट्टे]

उपनिबंधक,
सहकारी संस्था, के-पश्चिम विभाग,
मुंबई.

प्रत आवश्यक त्या कार्यवाहीसाठी.

१] चेअरमन, श्री अशोक कुलकर्णी, श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट को-ऑप. हौसिंग सोसायटी लि., ११-२ सुषा अमरहिंद मंडळा जवळ, गोखले रोड, दादर [नॉर्थ] मुंबई - ४०० ०२८.

२] श्री अशोक कुलकर्णी [चेअरमन]

१] श्री.स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं. १ को.ऑपरेटिव्ह हौसिंग सोसायटी लि.,

२] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.२ को.ऑप.हौसिंग सोसा.लि.

३] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.३ को.ऑप.हौसिंग सोसा.लि.

४] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.४ को.ऑप.हौसिंग सोसा.लि.

५] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.५ को.ऑप.हौसिंग सोसा.लि.

६] श्री.स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.६ को.ऑप.हौसिंग सोसा.लि.

७] श्री.स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.७ को.ऑप.हौसिंग सोसा.लि.

८] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.८ को.ऑप.हौसिंग सोसा.लि.

९] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.९ को.ऑप.हौसिंग सोसा.लि.

१०] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.१० को.ऑप.हौसिंग सोसा.लि.

११] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.११ को.ऑप.हौसिंग सोसा.लि.

१२] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.१२ को.ऑप.हौसिंग सोसा.लि.

१३] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.१३ को.ऑप.हौसिंग सोसा.लि.

१४] श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं.१४ को.ऑप.हौसिंग सोसा.लि.

३] व्यवस्थापक, मुंबई जिल्हा मध्यवर्ती सहकारी बँक लि., मुंबई.

४] शाखा अधिकारी, महाराष्ट्र राज्य सहकारी बँक लि., शाखा.

५] मा.चेअरमन, मुंबई जिल्हा को.ऑपरेटिव्ह हौसिंग फेडरेशन, ११ बँक स्ट्रीट, विकास प्रिमायसेस, मुंबई - ४०० ०२३.

६] मा.व्यवस्थापक, शासकीय मुद्रणालय चर्चोरोड, मुंबई- ४०० ००४.

त्यांना विनंतो करण्यांत येते की, सदर आदेश पुढील शासकीय राजपत्रात प्रसिध्द करून राजपत्राच्या चार प्रती या कार्यालयाकडे पाठवाव्यात.

७] मा. जिल्हा उपनिबंधक, सहकारी संस्था [३], मुंबई यांच्याकडे माहितीसाठी सादर.

उपनिबंधक

सहकारी संस्था, के-पश्चिम विभाग,
मुंबई.

महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे कलम 17(1) आदेश

जा.क्र.मुंबई/के-प/ब.4/श्री.स्वामी.स.प्र.ओ.इ.यु.नं.2/विभाजन/
हौसिंग/क.17(1)/सन-2005
उपनिबंधक, सहकारी संस्था, के-पश्चिम विभाग,
मुंबई, गृहनिर्माण भवन, कक्ष क्र. 61अ,
बांद्रा (पूर्व), मुंबई - 400 051.
दिनांक :- १६/३/२००५

याचावे :- 1) संस्थेचा नोंदणी क्रमांक बीओएम/डब्ल्यूकेडब्ल्यू/एचएसजी/
(टीसी)/8875/15-16 दिनांक 01.05.1995

2) संस्थेच्या विभाजनाचा प्रस्ताव दिनांक 18.12.2004

3) या कार्यालयाचे महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे
कलम 17 (1) व त्या खालील नियम 16 (2) चे मसुदा
आदेश दिनांक 24.12.2004



मा. चेअरमन, श्री. स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट
2 को-ऑप. हौसिंग सोसायटी लि., मुंबई 400 053 दिनांक
03.2005 चे पत्र व प्रस्ताव.

महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे कलम 17
व त्याखालील नियम 16 मधील तरतुद.

ज्याअर्थी, श्री. स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं. 2 को-ऑप. हौसिंग
सोसायटी लि., लोखंडवाला कॉम्प्लेक्स, अंधेरी (पश्चिम), मुंबई 400 053 द्वारा, 11-अ, सुयश,
अमरहिंद मंडळजवळ, गोखले रोड (नोंथ), दादर, मुंबई 400 028 ही संस्था महाराष्ट्र सहकारी
संस्था अधिनियम 1960 चे कलम 17 (1) अन्वये नोंदणीकृत संस्था असून तिचा नोंदणी क्रमांक
बीओएम/डब्ल्यूकेडब्ल्यू/एचएसजी/(टीसी)/8875/15-16 दिनांक 01.05.1995 असा आहे. आणि,

ज्याअर्थी, संस्थेने दिनांक 18.12.2004 रोजी पत्राने संस्थेच्या विभाजनाचा प्रस्ताव
सादर केला असून दिनांक 08.08.2004 च्या वार्षिक सर्वसाधारण सभेमध्ये विभाजनाचा प्रस्ताव
मंजूर करून संस्थेचे विभाजन करून दोन स्वतंत्र गृहनिर्माण संस्था स्थापन करणेबाबतचा प्रस्ताव
या कार्यालयास सादर केलेला होता. आणि,

ज्याअर्थी, संस्थेने सादर केलेल्या विभाजनातील प्रस्तावानुसार संस्थेचे एकूण 22
सभासद असून नोकळ्या भुरगंडायर दोन स्वतंत्र इमारती बांधणार असून गृहनिर्माण संस्थेचे
मुख्य उद्देश विचारात घेता या कार्यालयाने महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे
कलम 17 (1) व त्या खालील नियम 16 (2) अन्वये संस्था विभाजना बाबतचा आदेश जा.क्र.
मुंबई/के-प/ब.6/क.17(1) व नियम 16/आदेश/सन-2004, दिनांक 24.12.2004 अन्वये मसुदा आदेश
पाठवून संस्थेस सादरच्या मसुदा आदेशानुसार संस्थेने महाराष्ट्र सहकारी संस्था अधिनियम 1960
चे कलम 17 व त्या खालील नियम 16 मधील तरतुदी नुसार योग्य ती कार्यवाही करून व
विभाजनाचा अंतिम प्रस्ताव सर्व साधारण सभेत ठेवून योग्य ती कार्यवाही करावी, असेही
कव्चिते होते. आणि,

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ज्याअर्थी, संस्थेने त्यांचे पत्र दिनांक 07.03.2005 अन्वये विभाजनाच्या अंतिम प्रस्ताव सादर केले. त्यात त्यांनी महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे कलम 11 (1) नुसार संस्थेच्या विभाजना संबंधी नमुना 'जी' नुसार दिनांक 14.01.2005 रोजी 'नवशक्ती' या मराठी दैनिक वृत्तपत्रात व 'फी प्रेस जर्नल' या इंग्रजी दैनिक वृत्तपत्रामध्ये जाहीर नोटीस देवून नोटीसीमध्ये संस्था विभाजनासंबंधी काही आक्षेप असल्यास तसे संस्थेस वळव्यावे, असे नमूद केलेले आहे. आणि,

ज्याअर्थी, संस्थेने दिनांक 05.02.2005 च्या नोटीसी अन्वये दिनांक 20.02.2005 रोजी संस्थेची विशेष सर्वसाधारण सभा बोलावून त्यात संस्था विभाजना बाबत व विभाजनानंतरचे दोन वेगवेगळे ताळेबंद पत्रक व विभागणी संबंधीची योजने बाबत विषय ठेवून व तसा ठराव मंजूर करून त्या ठरावाची प्रत या कार्यालयास अंतीम विभाजनाच्या प्रस्तावासह दिनांक 07.03.2005 च्या पत्राने सादर केली आहे. आणि,

ज्याअर्थी, संस्था विभाजनाबाबत सभासदांकडून कोणतेही आक्षेप प्राप्त झालेले नाहीत. तसेच विभाजनाचे बाबत दिनांक 20.02.2005 रोजी झालेल्या विशेष सर्वसाधारण सभेत सर्व संमतीने बहुमताने ठराव मंजूर केलेला आहे व प्रस्तावा सोबत तसा ठराव जोडला आहे. तसेच गृहनिर्माण संस्थेचा उद्देश विचारात घेता व प्रत्येक इमारतीची एक स्वतंत्र गृहनिर्माण संस्था असावी, असे शासनाचे सर्वसाधारण धोरण आहे. त्यादृष्टीने व सभासदांनी केलेल्या मागणीनुसार संस्थेने विभाजनचा घेतलेला निर्णय योग्य असून संस्थेच्या व सभासदांच्या हिताचे दृष्टीने योग्य व आवश्यक आहे, अशी माझी खात्री झाली आहे,



त्याअर्थी, विभाजनाबाबत मी, खालील प्रमाणे आदेश देत आहे.

--- : आदेश : ---

महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे कलम 11 (1) व त्याखालील नियम 16 (7) नुसार मला प्राप्त झालेल्या अधिकारानुसार मी, सुभाष पाटील, उपनिबंधक, सहकारी संस्था, के-पश्चिम विभाग, मुंबई याद्वारे श्री. स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं. 2 को-ऑप. हौसिंग सोसायटी लि., लोखंडवाला कॉम्प्लेक्स, अंधेरी (पश्चिम), मुंबई 400 053 द्वारे, 11-अ, सुयश, अमरहिंद मंडळजवळ, गोखले रोड (नॉर्थ), दादर, मुंबई 400 028 या संस्थेचे कामकाजाचे व्यवस्थापनाचे व सभासदांचे हिताचे दृष्टीने इमारतनिहाय दोन स्वतंत्र संस्थामध्ये विभाजन करणेसाठी आदेश देत आहे.

महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे कलम 21 व त्याखालील नियम 16 (7) मधील तरतुदीनुसार विभाजन केलेल्या श्री. स्वामी समर्थ प्रसन्न ओशिवरा युनिट नं. 2 को-ऑप. हौसिंग सोसायटी लि., लोखंडवाला कॉम्प्लेक्स, अंधेरी (पश्चिम), मुंबई 400 053 नोंदणी क्रमांक बीओएम/डब्ल्यूकेडब्ल्यू/एचएसजी/(टीसी)/9975/95-16 दिनांक 01.05.1995 ही संस्था दिनांक 16.03.2005 पासून रद्द करण्याबाबत आदेश देत आहे.

विभाजनानंतर महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे कलम 9 (1) नुसार खालील नमुद केल्याप्रमाणे इमारतनिहाय दोन स्वतंत्र गृहनिर्माण संस्था खाली दर्शविल्या नोंदणी क्रमांकान्वये नोंदणीकृत करण्यांत येत आहेत.

अ. क्र.	संस्थेचे नांव, पत्ता व एकूण सभासद	नोंदणी क्रमांक व दिनांक
1	समर्थ वैभव को-ऑप. हौसिंग सोसायटी लि., प्लॉट क्र. 2-अ, सर्वे नं. 41 (पार्ट), सीटीएस नं. 1/220, ओशिवरा, ऑफ के.एल. बालायलकर मार्ग, अंधेरी (पश्चिम), मुंबई 400 053 (एकूण सभासद 11)	बीओएम/डब्ल्यूकेडब्ल्यू/एचएसजी/(टीसी)/9246/2004-2005/सन 2005, दिनांक 9.03.2005
2	समर्थ ऐश्वर्य को-ऑप. हौसिंग सोसायटी लि., प्लॉट क्र. 2-बी, सर्वे नं. 41 (पार्ट), सीटीएस नं. 1/220 अ. 1/220 अ. ओशिवरा, ऑफ के.एल. बालायलकर मार्ग, अंधेरी (पश्चिम), मुंबई 400 053 (एकूण सभासद 11)	बीओएम/डब्ल्यूकेडब्ल्यू/एचएसजी/(टीसी)/9246/2004-2005/सन 2005, दिनांक 9.03.2005



वरिल प्रमाणे दोन स्वतंत्र गृहनिर्माण संस्था नोंदणीकृत करण्यांत आल्या प्रमाणे दोन स्वतंत्र व्यवस्थापक समिती स्थापन करण्यांत येवून मालमत्ता व देणी याची खालील प्रमाणे विभागणीबाबत आदेश देत आहे.

क्र.	विषय	तपशिल
1	2	3
1	संस्थेची आर्थिक पत्रके	सोबत जोडलेल्या परिशिष्ट 'अ' प्रमाणे राहतील.
2	उपविधी	संस्थेस नमुनेदार उपविधी बंधनकारक राहतील (सोबत जोडलेल्या प्रमाणे.)
3	संस्थेचे जुने दफ्तर	संस्थेचे जुने दफ्तर मुळ संस्थेच्या सेक्रेटरी यांचे ताब्यात राहिल व ते विभाजन झालेल्या सर्व संस्थेतील सभासदास पाहणेस खुले राहिल.
4	दावे	विभाजनानंतर ज्या-ज्या संस्थेच्या इमारतीचे दावे चालू असतील त्या-त्या संस्थेने ते चालविलेले व ते त्या बाबत कामकाज पाहतील.
5	व्यवस्थापक समिती	विभाजन झालेवर संस्थेची व्यवस्थापक समिती विभाजनानंतर झालेल्या पहिल्या सर्वसाधारण सभेत निवडण्यात येईल.

1	2	3
6	जागा	संस्थेने योजनेमध्ये दर्शविल्याप्रमाणे भूखंड, त्यावरील इमारतीसह संबंधित संस्थांना वर्ग होतील. सोबत जोडलेल्या ले-आऊट प्लॅनप्रमाणे सदर संस्थांना जमीन वर्ग होईल.
7	इमारत संस्था	दोन संस्थांच्या दोन स्वतंत्र इमारती राहतील व त्या कोणत्याही परिस्थितीत संलग्न नसतील व त्यांची पाणी, वीज मीटर, ड्रेनेज, इमारत प्रवेश इत्यादी सुविधा स्वतंत्र राहतील.
8	भागभांडवल, प्रवेश फी, सभासदांनी दिलेल्या ठेवी व रक्कम (डिपॉझीट)	संस्थानिहाय सभासदांनी दिलेल्या रक्कमानुसार व संस्थेनुसार दाखविलेल्या ताळेबंदाप्रमाणे.
9	कॅश व बँकेतील शिल्लक रक्कम	सोबत दाखविलेल्या ताळेबंदाप्रमाणे.
10	सभासद	स्टेटमेंट 'अ' नुसार राहतील.

सदर अर्जासह दिनांक १६.०३.२००५ रोजी माझे सही व कार्यालयाचे मुद्रेसह दिला असे.



(सुभाष पाटील)

उपनिबंधक,

सहकारी संस्था खे/प विभाग, मुंबई.

प्रत आवश्यक त्या कार्यवाहीसाठी :-

1) मा. चेअरमन/सेक्रेटरी,
श्री. स्वामी समर्थ प्रसन्न ओशियरा युनिट नं. 2 को-ऑप. हीसिंग सोसायटी लि.,
लोखंडवाला कॉम्प्लेक्स, अंधेरी (पश्चिम), मुंबई 400 053,
द्वारा, 11-अ, सुयश, अमरहिंद मंडळजवळ, गोखले रोड (नोंर्थ), दादर,
मुंबई 400 028.

2) श्री. केवल पी. कोंडकर, मुख्यप्रवर्तक,
समर्थ वैभव को-ऑप. हीसिंग सोसायटी लि.,
फ्लॉट क. 2-अ, सर्वे नं. 41 (पार्ट), सीटीएस नं. 1/720, ओशियरा,
लोखंडवाला कॉम्प्लेक्स, अंधेरी (पश्चिम), मुंबई 400 053
द्वारा, 11-अ, सुयश, अमरहिंद मंडळजवळ, गोखले रोड (नोंर्थ), दादर,
मुंबई 400 028

2/- त्यांनी संस्थेची पडिली सर्वसाधारण सभा बोलावून त्यामध्ये हंगामी व्यवस्थापक समितीची नियुक्ती करावी.

3) श्री. एच.एम. तेंडुलकर, मुख्यप्रवर्तक,
समर्थ ऐश्वर्य को-ऑप. हीसिंग सोसायटी लि.,
फ्लॉट क. 2-बी, सर्वे नं. 41 (पार्ट), सीटीएस नं. 1/722 अ, 1/723 अ,
ओशियरा, लोखंडवाला कॉम्प्लेक्स, अंधेरी (पश्चिम), मुंबई 400 053
द्वारा, 11-अ, सुयश, अमरहिंद मंडळजवळ, गोखले रोड (नोंर्थ), दादर,
मुंबई 400 028

2/- त्यांनी संस्थेची पडिली सर्वसाधारण सभा बोलावून त्यामध्ये हंगामी व्यवस्थापक समितीची नियुक्ती करावी.

- 4) शाखा व्यवस्थापक,
1) मुंबई जिल्हा को-ऑप. बँक लि., अंधेरी (प), मुंबई
2) महाराष्ट्र राज्य को-ऑप. बँक लि., अंधेरी (प), मुंबई


- 5) मा. व्यवस्थापक,
शासकीय मुद्राणालय, चर्नीरोड, मुंबई 400 004

.2/- त्यांना विनंती आहे की, सदर आदेश पुढील शासकीय राजपत्रात प्रसिध्द करून त्याच्या 4 प्रति या कार्यालयास पाठविणेत साव्यात.

प्रत माहितीसाठी सविनय सादर

मा. जिल्हा उपनिबंधक, सहकारी संस्था (३), मुंबई




उपनिबंधक,
सहकारी संस्था के/प्र विभाग, मुंबई

मालमत्ता पत्रक

विभाग/मौजे -- ओशिवरा

तालुका/न.भू.मा.का. -- न.भू.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

संग प्रमाणन शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार जिल्हा शासनाला दिलेल्या आकार किंवा भाड्याचा तपशील आणि त्याच्या फिट तमासणाचे मिळकत वेळ

१/२२२अ

४१७०.०
-२१९.० न.भू.क्र.१/२२२ब व
१/२२२क च्या नविन
मिळकत पत्रिका उघडलेने क्षेत्र
कमी केले.

३९५१.०
+ ३९८६.२ न.भू.क्र.१/२२३अ
चे क्षेत्र सामील

७९३७.२

सुविधाधिकार

हक्का मूळ धारक

पड्डेदार

इतर भार

इतर शोरे

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पड्डेदार (प) किंवा भार (भा)	साक्षात्कन
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२३/०१/१९९६ न.भू.क्र.१/२१५ प्रमाणे.

धा.
श्री.स्वामी समर्थ प्रसन्न ओशिवरा पूर्व को.ओ.हो.सो.लि.
(मॅटर्नटी होम)

सही -
१/२१/१९९६
न.भू.अ.क्र.४.मुंबई.

०९/२०००

मा.सहा.अभियंता भूसंपादन(WS) के बृहन्मुंबई महानगर पालिका यांचे कडील पत्र क्र. Acq/WS/FSI-१३२२ दि.२६/६/२००० दि.१२/५/२००० ची ताबा पावती दि.१७/६/२००० चे नोंदणीकृत डिक्लरेशन कम इंडिमिनीटी बॉंड व इकडील आदेश क्र.न.भू.अ.अंधेरी/ओशिवरा/न.भू.क्र.१/२६५,१/२६७,१/२२२ पै.१/२२३पै/२००० दि.१९/९/२००० अन्वये न.भू.क्र. १/२२२ चे क्षेत्र ४१७०.००चौ.मी. मधून अनुक्रमे ११६.०० चौ.मी. व १०३.०० चौ.मी. एकूण २१९.०० चौ.मी. क्षेत्र कमी करून सदर क्षेत्राच्या अनुक्रमे १/२२२ब व १/२२२क अशा स्वतंत्र मिळकत पत्रिका बृहन्मुंबई महानगर पालिके च्या नावे उघडून शिल्लक क्षेत्र ३९५१.० चौ.मी.कायम केले व न.भू.क्र.१/२२२ अ असा शीज बदल केला.

फ रफार क्र.१९ प्रमाणे
सही -
१/१२/२०००
न.भू.अ.अंधेरी

०६/०७/२००६

समर्थ को.ऑप हौसिंग सोसा.लि.चे अरमन यांचा अर्ज उपनिबंधक सहकारी संस्था कें पश्चिम विभाग यांजकडील संस्था विभाजनाचा आदेश व नोंदणी क्रमांक /बी ओएम/डब्ल्यू के डब्ल्यू /एच एम जी : (टिसी) १२८४८/२००४/२००५ सन २००५ अन्वये " स्वामी समर्थ प्रसन्न ओशिवरा पूर्व को.ऑप.हौसिंग सोसा.लि.हे नांव कर्मी करून "समर्थ ऐश्वय को.ऑप हौसिंग सोसा.लि.असे नांव दाखल केले.

फ रफार क्र.२५० प्रमाणे
सही -
६/७/२००६
न.भू.अ.अंधेरी

धारक -समर्थ ऐश्वय को ऑपरेटिव्ह हौसिंग
सोसायटी लिमिटेड .

मालमत्ता पत्रक

तपासणी मोजे -- ओशिवरा

तालुका/न.भू.मा.का. -- न.भू.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन प्रमाणक. पत्र प्लॉ. नं.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत बंड)
१/२२२अ					

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्करण
१५/०७/२००९	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश मंजूर अभिन्यास क्रमांक सी/कार्या ३ क/एकत्री/एस.आर.ए./१२८८ दिनांक २७/५/०९ अन्वये न.भू.क्र. १/२२२अ चे १/२२३ अ चे अनुक्रमे ३९५१.००, ३९८६.२० चौ.मी. हे न.भू.क्र. १/२२२ अ मध्ये सामील करून त्यांचे क्षेत्र ७९३७.२० चौ.मी. कायम केले व न.भू.क्र. १/२२३अ ची मिळकत पत्रिका रद्द केली.			फेरफार क्र. ४२६ प्रमाण सही - १५/०७/२००९ न.भू.अ.अंधेरी

तपासणी करणारा -

खरी नक्कल -

न.भू.अ.अंधेरी

मुंबई उपनगर जिल्हा

अर्ज क्रमांक..... ४१४४	एकूण नोंदी:..... ५
अर्ज स्वीकारल्याची तारीख: १५/०७/०९	नक्कल शुल्क:..... १००
नक्कल तयार केलेची तारीख: २२/०७/०९	नक्कल शुल्क:..... २
नक्कल दिलेची तारीख: २९/०७/०९	एकूण शुल्क:..... १०२
नक्कल तयार करणार: [Signature]	
नक्कल तपासणी करणार: [Signature]	



खरी नक्कल
[Signature]
२०/७/०९
नगर भूमापन अधिकारी
अंधेरी.



GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. :

Receipt Date :

Received From :
13

22/10/2007

On Account of :

SAMARTH DEVELOPEMENT CORPORATION

Mode of Payment	DD/RO/CHQ/IV) RBI-Challan No.	Date	Bank Name & Branch	MRDA Counter Code	Amount (In Rs.)
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PO	59862	22/10/2007		0	28350.00
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Bank Name : UNITED BANK OF INDIA (UNI)

Branch Name : ~~BANDRA KALANAGAR (BNK)~~

Case No.

Lot No. :

ADJ/DA/3337/50 Date: 23 OCT 2007

Total D. S. 23 OCT 2007

Sr. No	Description of Stamp Franking	Quantity	Denomination	Amount (in Rs.)
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DELIVERED
23 OCT 2007

DELIVERED
23 OCT 2007

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Rs. :

Rupees :

28350.00
Cashier/ Accountant

Twenty Eight Thousand Three Hundred
Fifty Only
Signature / Designation

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE 54/10/2007

Receipt No. : SAMARTH DEVELOPMENT COR.

Receipt Date :

Received From : 103-(II)

Counter No. : 1

On Account of :

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

23 OCT 2007

DELIVERED


Case No. : ADJ/A/3337/2007

23 OCT 2007

Lot No. :

Lot Date :

Total D. O. :

Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (Rs.)
	S 107	8	100	
				
<p style="font-size: 1.5em; font-weight: bold;">DELIVERED</p> <p style="font-size: 1.2em;">23 OCT 2007</p>				
<p style="font-size: 1.2em;">वदर ८/</p>				Total :

Rs. : 100.00 90999 One Hundred Only

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Collector of Stamps & Advertisements
Signature / Designation

Cashier / Accountant



महाराष्ट्र MAHARASHTRA

AA 946596

बँक ऑफ महाराष्ट्र, वाळुंडे रोड शाखा
 पोस्टल बॉक्स नं. १००, वाळुंडे रोड,
 प. नं. १०० - २०.

पत्र क्रमांक ६५९० दिनांक २५ JUN २००७

धो श्रीमती Samarth Aishwarya co-op Hsg Soc.
 घांता न्यायिक न्यायिक न्यायिक न्यायिक न्यायिक



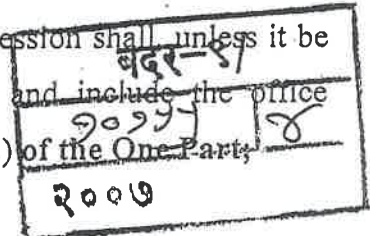
प. घा. मु. वि. स्वाक्षरी

Development Agreement

This Development Agreement is made at Mumbai this 25th day of June, 2007

Between

Samartha Aishwarya Co-operative Housing Society Limited, a society duly registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/WKW/HSG(TC)/12848/04-05 dated 16th March 2005 and having its registered office at Plot No.2B, S.No.41 (Part), CTS No.1/222A & 1/223A, Oshiwara, off K.L. Walawalkar Marg, Andheri (West), Mumbai - 400 053 hereinafter called "the Society" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the office bearers for the time being and its successors and assigns) of the One Part;



TRUE COPY

Samarth
MAHIMTURA & CO.
 Advocates & Solicitors
 HAJI KASAM BUILDING, 1ST FLOOR,
 66, TAMARIND LANE, FORT,
 MUMBAI - 400 001.



16267

Certificate u/s. 41 of the Bombay Stamp Act, 1958.

No. Adj. A/3237/2007
Office of the Collector of Stamps
Dated 22.10.2007

Received from Shri Samantha Development Corporation

resident of
Insufficient Stamp duty of Rs. 14,36,625/-
vide challan No. 12,13 dated 22.10.2007
chargeable under article 5-C(1-a) of
of schedule I of Bombay Stamp Act, 1958
and Section 41 of the Bombay
Stamp Act, 1958 that the proper duty of
Rs. 14,36,625/-
and penalty Rs. 1,43,685/-
under article 5-C(1-a) of schedule I have
been paid in respect of this instrument.

Fourteen lakh thirty six thousand
six hundred twenty five only

fourteen lakh thirty six thousand six hundred twenty
five only
four lakh four thousand six hundred eighty
three
five only

This certificate is subject to the provisions
of section 53-A of the Bombay Stamp
Act, 1958.

Place Andheri

Sujayant

Collector of Stamps
Andheri

MV 143662500/-

Area 7937.20 sq.mts

Subject to the Provision of
Section-53-A of the
Bombay Stamp Act-1958.



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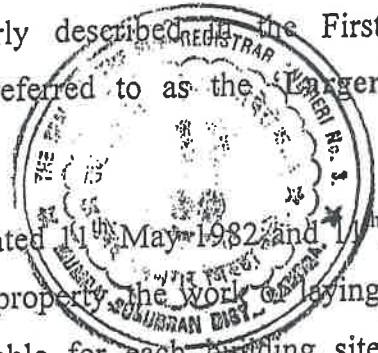


And

Samartha Development Corporation, a partnership firm carrying on business at 11-A, "Suyash", Near Amar Hind Mandal, Gokhale Road (North), Dadar, Mumbai 400 028, hereinafter called "**the Developers**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the partners or partner for the time being of the said Samartha Development Corporation and the survivors or survivor of them and the heirs, executors and administrators of such survivor, their or his/her assigns) of **the Other Part**;

Whereas:

- (i) 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-KW/HSG/TC/8875/95-96 dated 9th 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 9th May 1995 bearing No.BOM/KW/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.
- (ii) 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 1,22,267.8 square yards, more particularly described in the First Schedule hereunder written (hereinafter referred to as the 'Larger Property').
- (iii) The Mother Society, by two Agreements dated 14th May 1982 and 11th 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, the Developers herein, the herein referred to as 'Infrastructural Developers'.

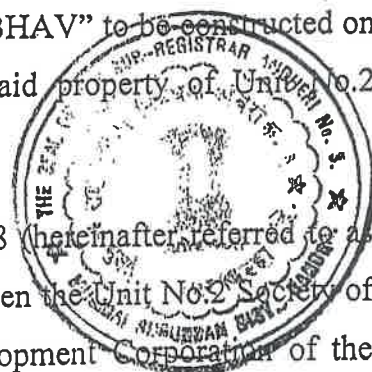


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- (iv) The Mother Society had got sanctioned from the Mumbai Municipal Corporation, the layout, vide an order dated 20th May 1994 bearing No. CE/1450/BSII/ LOKWN in respect of the larger property, which has been amended from time to time whereby provisions 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.
- (v) 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 Samartha 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 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 Samartha Development Corporation, the Developers herein.
- (vi) The Brihanmumbai Municipal Corporation had sanctioned the plans & issued I.O.D. under No. CE/6283/WS/AK dated 21st November 1998 and Commencement Certificate dated 9th December 1998 in respect of the building No.20 namely "SAMARTHA VAIBHAV" to be constructed on a portion bearing CTS No.1/220 of the said property of Unit No.2 Society.
- (vii) By an Agreement dated 14th December 1998 (hereinafter referred to as 'the Contractor's Agreement') made between the Unit No.2 Society of the One Part and the said Samartha Development Corporation of the Other Part, the Unit No.2 Society had appointed the said Samartha Development Corporation, as its Contractor for construction of the said



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building No.20 on the said property of Unit No.2 Society in accordance with the said plans.

(viii) By another Agreement dated 17th December 1998 (hereinafter referred to as 'the Collaborator's Agreement') made between the Unit No.2 Society of the One Part and Shree Swami Samartha Developers (the Collaborator) of the Other Part, in consideration of the Collaborator providing the finance for the building, the Unit No.2 Society had appointed the Collaborator as its Agent for Allotment of Shops & Commercial premises of saleable area of 71,834 square feet (as defined therein) as well as parking spaces for vehicles in the Basement as well as in the open space in the compound surrounding the said Building No. 20 viz, "SAMARTHA VAIBHAV" on a permanent basis to the Allottees of the premises hereinafter referred to as 'the Project' in the said building then being constructed on the said property of Unit No.2 Society.

(ix) In pursuance of the sanctioned plans, the Unit No.2 Society has got constructed the said building No.20 known as Samartha Vaibhav on the aforesaid portion bearing CTS No.1/220 of the said property of Unit No.2 Society consisting of Basement, Ground and 11 (eleven) upper floors comprising of shops, office premises and parking spaces and the Collaborator has allotted, on ownership basis, premises (as defined in the Collaborator's Agreement) and the parking spaces for vehicles in the basement as well as in the open space being the Project in respect of the said building No. 20 duly constructed on the said property of Unit No.2 Society. The Occupation Certificate bearing No.CE/6283/WS/AK, dated 7th June 2002 has been obtained.

(x) Shree Swami Samartha Prasanna Oshiwara East Unit No. 2 Co-operative Housing Society Ltd. vide order bearing No. Mumbai/KW/B-4/SSSP/Unit 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 Samartha Vaibhav Co-operative Housing Society Limited, a society duly registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/WKW/HSG/(TC)/12847/04-05 dated



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16th March 2005 and Samartha Aishwarya Co-operative Housing Society Ltd., the society herein..

(xi) After partition of Unit No. 2 Society, the Agreement dated 14 December 1998 and another Agreement dated 17 December 1998 i.e. the Contractor's Agreement and the Collaborator's Agreement were applicable to Samartha Vaibhav Co-operative Housing Society Limited alone since the subject matter of both the Agreements related to Building No. 20 which is belonging to Samartha Vaibhav Co-operative Housing Society Limited.

(xii) Samartha Ashiwarya Co-operative Housing Society Ltd. (the Society herein) as stated hereinabove came into existence on account of the partition of Unit No. 2 Society dated 16th March 2005, which became entitled, out of the said property of unit No.2 society, to the Plot No. 2B admeasuring 7937.2 square meters bearing CTS NO.1/222A & 1/223A of village Oshiwara, off K. L. Walawalkar Marg, Andheri (West), Mumbai-400 053, more particularly described in the Third Schedule thereunder (hereinafter referred to as 'the said property'). A portion of the said property bearing CTS No.1/222A is reserved for public purposes e.g. Maternity Home & 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 plot 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.

(xiii) A Copy each of the Property Register Card in respect of the said property bearing CTS No.1/222 A and 1/223 A is annexed hereto.

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



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Developers herein. The necessary decisions have been taken by the society herein to that effect in its First General Body Meeting.

- (xv) In pursuance of the said two agreements the Developers have completed the following works and performed various acts incidental thereto in respect of the said property.
- (a) Filling & leveling of the said property to the depth of 8 to 9 ft. as the said property Originally was a Khajan land.
 - (b) Construction of set-back area, with storm water drain and also that of a curvature as per B.M.C. requirements.
 - (c) Construction of Rubble masonry compound wall around the said property with Iron Gates.
 - (d) Works related to getting the user of the certain area out of the said property, changed from Secondary School to Dispensary etc.
 - (e) The Construction of 12.20 mts. Wide Road and complete the process of Handing over the said portion to BMC including the opening of new PRC bearing CTS No.1/223B in name of BMC for said portion.

In addition to the aforesaid works some works are yet to be completed by the Developers in respect of the said property e.g.

- I. Development of the Traffic Island.
- II. To get the permission under U.L.C. if required.
- III. To get the various approvals for construction of the said Dispensary and Maternity Home on the said Property.
- IV. Construction of the said building/s for Dispensary and Maternity Home and obtain the Occupation and Completion Certificate in respect of the said structure/s.
- V. Complete the process of Handing over of the said structure/s, and the Traffic Island.
- VI. To obtain the compensation by way of FSI in lieu of the said structure/s D.P. Road and Traffic Island, if not already taken.
- VII. To obtain all necessary permission/s for the construction of building/s for the society from the available Plot area FSI and



Plot area FSI and	90
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from the said TDR FSI granted by the BMC and complete the construction on the said property.

(xvi) In consideration of the aforesaid works carried out and to be carried out by the Developers on behalf of the Society, the Society owes substantial amount to the Developers, which on account of paucity of funds, the Society is unable to pay to the Developers.

(xvii) It is now mutually agreed by and between the parties hereto that in lieu of the payment which is due from the Society to the Developers, the Society shall allow the Developers to utilize the TDR in respect of the said property which Society is entitled to receive from BMC upon its handing over the said structure/s, D.P. Road & Traffic Island. It is also mutually agreed that after reserving certain premises for the society, the Developers shall be allowed to dispose off by way of sale or by giving on lease or on Leave & License basis or otherwise as they deem fit, the remaining premises constructed from the Plot area FSI and the TDR FSI available as stated hereinabove as well as the parking spaces in basement or in open space as they deem fit and appropriate unto themselves the proceeds received by them from such disposal of the premises etc.

(xviii) The additional TDR FSI, if loaded on the said Property, shall be arranged by the Developers only and the Society shall not be liable for such TDR FSI nor the Society shall have any objection to such arrangement by the Developers and to their right to dispose off the premises constructed from the said TDR FSI. In case the Developers desire to utilize its excess TDR FSI by constructing a separate structure apart from construction of additional floors on Society's building as agreed hereinabove, the Society shall not have any objection to the construction of the said separate structure by the Developers on a portion of the said property from their TDR FSI, entirely at the risk and cost of the Developers and the Developers shall be entitled to dispose off such flats/Premises in the said additional structure, constructed from the additional TDR FSI arranged by the Developers.

(xix) The Developers have agreed to accept the Society's proposal of Development rights of the said property including the TDR in lieu of its



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payment due from the Society, on certain terms and conditions, which the parties hereto are desirous of reducing in writing.

NOW THIS AGREEMENT WITNESSETH AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Society doth hereby confirm and declare that the Development works enlisted in sub clauses (a) to (e) of Clause No.(xv) hereinabove have been completed by the Developers in all respects and the Society shall pay the cost of infrastructural Development in terms of Transfer of Development rights (TDR FSI) in respect of the said property to the Developers which the Society is entitled to get from B.M.C. against handing over of structure/s of Dispensary & Maternity Home, D.P. Road & Traffic Island free of cost to the B.M.C. i.e. without claiming any monetary compensation.
2. The Developers hereby agree to accept the Plot area FSI and the said TDR FSI by way of compensation in consideration of the Development works completed or to be completed as mentioned in Clause (xv) hereinabove in respect of the said property in lieu of monetary compensation.
3. The Developers agree and undertake to complete the balance Development works as mentioned in clause (xv) sub clause I to VII hereinabove on the said property by providing various amenities.
4. The Developers shall construct a commercial building consisting of shops & office premises on the said property by utilizing the Plot area FSI and the TDR FSI available against the handing over of duly constructed dispensary and maternity home, as well as Traffic Island to the concerned authorities. The Society shall admit the Purchasers of the premises nominated by the Developers as members of the Society.
5. In addition to the above consideration, the Developers shall allot premises totally admeasuring 5500 square feet (super built-up) in the said Building to the Society free of cost. Stamp duty and registration charges for the said premises shall be borne by the Society alone.



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6. The Developers are entitled to carry out and complete the construction of the Building and additional structure/s if any, in accordance with Sanctions and Approvals obtained.

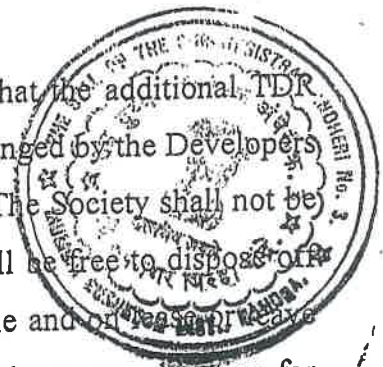
7. The Developers may, at their risk and on principal to principal basis, enter in any agreement or arrangement for disposal of the premises of the said Building as well as the parking spaces open or in the basement/garages i.e. except the Members' Premises, with any person by way of sale/lease/leave & license basis as the Developers may deem fit.

8. The Developers may enter in such agreement/arrangement for sale/transfer of such premises/parking spaces in the said Building on the terms and conditions as the Developers deem fit and shall accept and appropriate unto themselves, the entire consideration receivable on sale/transfer of such premises/parking spaces..

9. If any agreement entered by the Developers for sale/transfer of the premises/parking spaces attracts the provisions of the Maharashtra Ownership Flat Act, 1963 ("the Ownership Flats Act, 1963") then the Developers shall, for the purposes of the Ownership Flats Act, 1963, be deemed the promoter and the Society incurs no liability on that account.

10. The Society shall pay all Municipal Taxes and Land Revenue and any arrears thereof as also all outgoings in respect of the said property upto the date of execution of these presents and thereafter, the same will be borne by the Developers. However, after execution of this Agreement, if the Society, makes payment (without being under any obligation to do so) towards such outgoings, then the Developers shall, upon intimation, forthwith reimburse the Society and in event of delay, the Developers shall be liable to pay interest at the rate of 24% per annum compounded with monthly rests.

11. It is agreed by and between the parties hereto that the additional TDR FSI to be loaded if any on the said property shall be arranged by the Developers only entirely at their risk as to cost and consequences. The Society shall not be liable or responsible for the same. The Developers shall be free to dispose of such premises constructed from TDR FSI by way of sale and on & license basis as they deem fit. The Society shall not have any objection for



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the same. Also agreed that the Society shall admit the Allottees of such premises as its members.

12. The Society hereby agrees to execute the various documents in future, if required, to enable the Developers to utilize the said Plot area FSI and the TDR FSI as and when received.

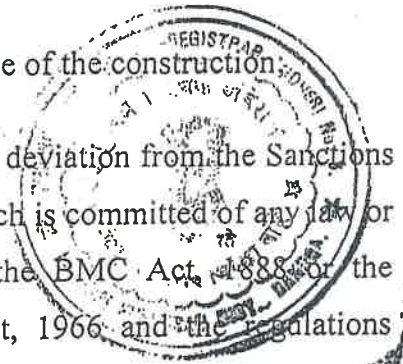
13. The Developers agree to utilize the said Plot area FSI as well as the TDR FSI when received entirely at the risk of the Developers as to cost and consequence. The Developers further undertake to indemnify and shall keep the Society always indemnified against any claims or damages claimed by any person or persons or any local or Government Authority in respect of use of the said Plot area FSI and the TDR FSI and Development work of the said property. If necessary, the Developers agree to execute the separate document to that effect in favour of the Society.

14. The Society confirms and declares that the Society alone is entitled to the Plot area FSI of the said property and the said TDR FSI obtained against the reservations on the said property and the Developers shall be free to utilize the said FSI as the Developers deem fit and the Society indemnifies the Developers against any claim made by any other person or persons or organization in that behalf.

15. The Developers shall have to complete the construction of the Building and other infrastructure development within a period of 30 months from the commencement of construction work (time being of essence of contract), in accordance with the Sanctions and Approvals and obtain the Occupation Certificate in respect thereof and handover possession of the premises admeasuring 5500 sq.ft. super built up area to the Society.

16. It is agreed between the parties that in course of the construction

(a) the Developers shall ensure that there is no deviation from the Sanctions and Approvals and that no violation or breach is committed of any law or regulation including, but not limited to the BMC Act, 1888 or the Maharashtra Regional Town Planning Act, 1966 and the regulations framed thereunder.



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(b) the Developers agree that the construction shall be carried out under the supervision of Mr. Ajit C. Gupte, the Architect of the Project and Mr. D. S. Joshi, the Structural Engineer of the Project.

(c) The Developers undertake that all directions given by the Architect and the Structural Engineer shall be abided by and taken into account in course of construction.

17. It is clearly understood and agreed by and between the parties hereto that as stated in clause No.10 hereinabove all the BMC charges including Development charges, IOD Deposits, Staircase premium, Balcony enclosures etc. will be paid by the Developer. The Society does not accept responsibility of making any payment to BMC or any other authority, required for the construction of the said building. The Developers are also entitled to apply and to collect refund of deposit if any paid by the Developers on behalf of the Society.

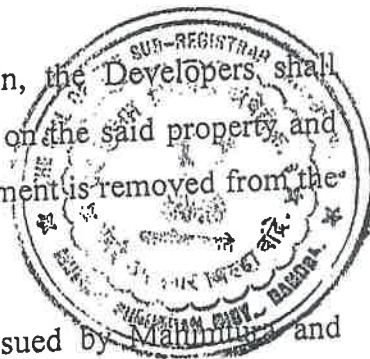
18. The Developers agree to pay the fees of the Architect and Structural Engineer for the development and construction of Building and the additional structure.

19. If the Developers require the Society any modifications to the Sanctions and Approvals, the Developers agree to pay all costs (including Architect's fees, deposits and premiums) associated with such modifications.

20. The Society upon execution of these presents, confirm its permission given to the Developers to enter upon the said property marked by the orange colour wash on the plan Annexure '1' hereto for the purposes of construction of the said Building and the additional structure.

21. Upon completion of the work of construction, the Developers shall vacate and remove themselves from the said portions on the said property and shall ensure that their contractors, workmen and equipment is removed from the building sites.

22. The Developers accept the title certificate issued by Mahim and Company, Advocates & Solicitors, certifying that in their opinion the title of the Society to the said property is marketable. Accordingly, the Developers shall

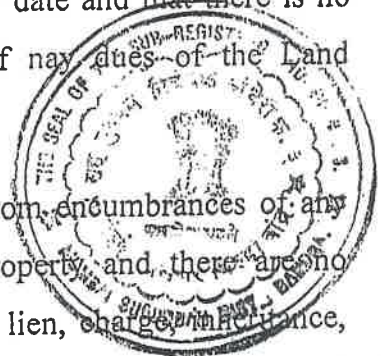
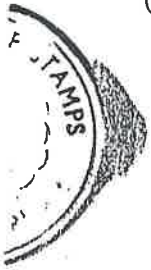


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not require the Society to do any act or thing for satisfying the Developers in regard to the marketability of its (Society's) title to the said property.

23. The Society declares, confirms, covenants and warrants with the Developers as follows:-

- (i) the provisions of the Urban Land (Ceiling & Regulations) Act 1976 do not apply, since it is a co-operative housing society.
- (ii) under the Revised Development Plan, the said property is reserved for public purposes i.e. Dispensary, 12.20 meters wide D. P. Road and Traffic Island.
- (iii) the said property is freehold subject to payment of Municipal Taxes and outgoing.
- (iv) no notice or order or proceedings under provisions of the Land Acquisition Act or under the Maharashtra Regional Town Planning Act or any other Law for the time being in force for the purposes of acquisition or requisitions of the said property, is issued nor is the said property intended to be acquired or requisitioned as a part of any Town Planning Scheme.
- (v) the said Property is not subject to any attachment, either before or after Judgement in any suit or other proceedings nor is the said property subject matter of attachment under any provisions of Law including the Income Tax Act 1961.
- (vi) the Society has paid all Land Revenue and Municipal Taxes and outgoing in respect of the said Property upto date and that there is no notice outstanding in respect of payment of nay dues of the Land Revenue or BMC towards Taxes.
- (vii) the Society has title, as set out herein, free from encumbrances of any nature whatsoever in respect of the said Property, and there are no outstanding estate or effects by way of lease, lien, charge, mortgage, mortgage or otherwise outstanding in respect inter alia of the said property.



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- (viii) the Society is in exclusive possession of the said Property and every part thereof and save and except the Society, no other person or persons are in possession, use or occupation of the said Property either as Tenant, Occupant, Licensee, trespassers, employee or otherwise.
- (ix) the Society has full power and absolute authority to enter into this transaction with the Developers.
- (x) all permissions and sanctions issued by statutory authorities referred to herein are valid subsisting and in full force and effect.
- (xi) the Society is not aware of material facts giving rise to any litigation in respect of the said Property:

24. On the basis of the Representation and Warranties set out hereinabove, the Developers accept the title of the Society to the said property.

25. The Developers confirm that they have seen and approved all papers and documents relating to the Society's title to the said property and further confirm that they have also been furnished with all papers and documents for the purposes of obtaining sanctions and Approvals.

26. In the event of any representation and warranty set out hereinabove being partially or entirely incorrect (the said event qualifying as a breach), the Developers shall grant to the Society, by giving a notice in writing, an opportunity to remedy the breach within such period of time as is specified in the notice, which shall not be less than 30 days. On the failure of the Society to remedy the breach on the expiry of the notice period, the Society shall compensate the Developers to the extent of the actual loss which the Developers suffer.

27. The Society hereby unconditionally and irrevocably indemnifies the Developers from and against:

- a) All or any liabilities, claims, demands and actions which may be made or taken by any land revenue authority for non payment for arrears of land revenue payable in respect of the land, prior to the commencement date.



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b) Any actual loss that the Developers suffer, for having relied on the Warranties.

28. The Developers hereby unconditionally and irrevocably indemnifies the Society:

a) from and against any actual loss or damage that the Society suffers on account of any wrongful act or omission on part of the Developers or their agents or persons authorised on its behalf, in observance or performance of the Sanctions & Approvals whereby any of them becomes, in any manner terminable or liable to be cancelled.

b) against any payment of penalty which the Society shall suffer or incur on account of non-observance or breach by the Developers of the Sanctions and Approvals in course of construction of the said Building/s.

c) from and against any actual loss or damage or payment that the Society suffers on account of any action that an acquirer/purchaser of flats/premises may take in connection with any agreement or arrangement entered by the Developers with such acquirer/purchaser.

d) If any acquirer/purchaser (or alleged acquirer/purchaser) of flat/premises files any suit or other proceedings, the Developers alone shall, at their costs and risk, defend such proceedings and keep the Society indemnified against any such action and costs associated with such action.

29. It is agreed that the time for compliance by each party of their respective obligations under this Development Agreement is of the essence of the contract and in the event of either of the parties failing to comply with their respective obligations, the party suffering the breach shall be entitled to all rights and remedies in law (including specific performance) and it is further agreed that:

a) in the event the Developers commit any breach of any of the terms of this agreement, then the Society shall be entitled to all rights and remedies in law (including damages) and without prejudice to such rights, in event of any default by the Developers in not delivering the possession of the premises as stated hereinabove (duly completed in all



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respects, including Occupation Certificate as mentioned in Clause No.15 hereinabove), the Developers shall be liable to pay an amount of Rs.5000/- per day for each day of delay in not delivering possession of the premises as stipulated.

- b) if the Society fails to comply with its obligation in terms of this agreement, the Developers shall be entitled to all the rights and remedies in law (including damages).

30. The provisions herein are in addition to and shall not prejudice any right that either Party may have against the other, under provision of law for enforcement of the obligations, under this Development Agreement and any remedy that the Party suffering the breach may have against the Party committing the breach.

31. In event of breach or non-performance by any Party of its obligations under this Development Agreement, the Party suffering such breach or non performance shall be entitled, in addition to specific performance of this Development Agreement, to such damages as may be available to them for such breach or non performance.

32. The Completion shall mean the completion of construction of Building and the additional structure/s if any and obtaining Occupation Certificate thereof from the BMC, in accordance with clause 15 hereof and within the time stipulated therein.

33. If for any reason the Developers are unable to complete the Project as on the date mentioned in clause 15 above, then at the Society's option, the same may be extended.

34. Any time after the date mentioned in clause 15 above and at such time as the Society deems fit, the Society shall admit the flats/premises purchasers/acquirers as its members and shall confirm that the occupancy rights of the flats/premises in Building and in the additional structure/s sold by the Developers are annexed to the shares allotted by the Society to such purchasers/acquirers of the flats/premises.



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35. For the purpose of enforcement of any of the rights under this transaction, the Courts in Mumbai, to the exclusion of all other courts, shall have jurisdiction.

36. Any dispute arising out of or in connection with this transaction including the interpretation, application or performance of the Development Agreement and including its existence, validity or termination, shall be submitted for resolving or adjudication for final and binding arbitration to a Sole Arbitrator who shall be nominated and appointed jointly by the Parties.

37. The arbitration will be governed by the Arbitration and Conciliation Act 1996 including any statutory amendments or re-enactments thereof for the time being in force and rules made thereunder by the Bombay High Court. The arbitration proceedings will be conducted in English language at Mumbai. The costs of arbitration will be initially paid jointly by Parties hereto in equal shares. However, the Arbitrator shall be entitled to determine by the award as to who will finally bear the cost and in what proportion. The award of the Sole Arbitrator shall be binding on both Parties.

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

39. All remedies of either party under this Agreement, whether provided herein or conferred by statute, civil law, common law, custom, trade or usage are cumulative and not alternative and may be enforced successively or concurrently.

40. The Developers shall, with the prior approval of the Society (which shall not be unreasonably withheld) be entitled to transfer the benefit of this Agreement to any Party or person as they deem fit.

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41. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto and no party shall have any authority to bind the other party otherwise than under this Agreement, nor shall they be deemed to be the agent of the other in any way.

42.(A) The Society undertakes, at all such times as may be requested by the Developers, to provide all necessary assistance to the Developers in respect of the development of the said Building and the additional structure/s as also in any suit or any other proceedings that may be filed or taken in respect of the said Building and the said additional structure by or against the Developers either in respect of any matters relating to the period prior to the Agreement date or thereafter.

(B) The Developers undertake, during the subsistence of this transaction, to provide all necessary assistance to the Society either in respect of any suit or any other proceedings that may be filed or taken in respect of the said Building and the said additional structure by or against the Society or in respect of any other matters related to the said Building Society and the said additional structure only.

43. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with the provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

44. No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both Parties.

45. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement,

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communication or expression of intent relating to the subject matter of this Agreement.

46. It is agreed that the Stamp Duty and Registration Charges if any, payable on this Development Agreement shall be paid by the Developers.

47. This Agreement may be executed in any number of counterparts, but all counterparts together shall constitute one and the same instrument and each of them shall be an independent Agreement.

48. This Agreement shall be binding upon and endure to the benefit of each of the parties hereto and their respective successors.

In Witness Whereof the parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Piece or parcel of land or ground bearing sub final Plot No.1, 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.Road, F.S.I. 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/ LOKWN and amended from time to time marked by black colour boundary line on the plan annexed hereto as annexure 1 and bounded as follows that is to say

On or towards the North : By 90 ft. wide D. P. Road

On or towards the South : By 40 ft. wide D. P. Road and beyond that by land belonging to Apna Ghar Co-operative Housing Society Limited

On or towards the East : By 44 ft. wide D. P. Road

On or towards the West : By 40 ft. wide D. P. Road.

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THE SECOND SCHEDULE ABOVE REFERRED TO

A piece or parcel of land or ground admeasuring 11407.6 square metres or thereabout, (after handing over D.P. Road, set back area & Road curvatures to BMC), situate, lying and being at Village Oshiwara, Taluka Andheri, in the Registration District and sub-district of Mumbai City & Mumbai suburban and bearing survey No.41 (part) and city survey Nos.1/220, 1/222 A & 1/223 A and being part of layout sanctioned under No.CE/1450/BSII/LOKWN and marked in Blue & Orange Colour wash on the plan annexed hereto as Annexure 1 and bounded as follows that is to say:

On or towards the North	:	By 60 ft. wide Road
On or towards the South	:	Partly by 60 ft and partly by 40 ft. wide D. P. Road
On or towards the East	:	Partly by 60 ft and partly by 44 ft. wide D. P. Road
On or towards the West	:	Partly by 60 ft and partly 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 & 1/223 A marked in Orange colour wash on the plan annexed hereto and bounded as follows :

On or towards the North	:	By 60 ft. wide Road
On or towards the South	:	By 40 ft. wide Road
On or towards the East	:	By 44 ft. wide Road
On or towards the West	:	By 40 ft. wide Road.



Signed, Sealed and Delivered)
 by the withinnamed Society)
 Samartha Aishwarya Co-operative)
 Housing Society Limited pursuant to)
 the resolution passed in its Special)
 General Meeting held on 19.3.2006 in)
 presence of Shri Hemchandra Tendulkar,)
 the Chairman and Shri Surendra Malvankar,)
 the Secretary in the presence of)

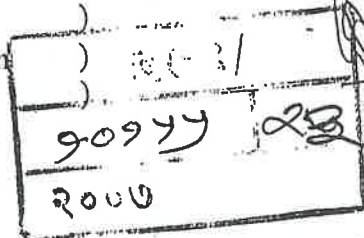
For SAMARTHA AISHWARYA
 Co-operative Housing Society Ltd.

Hemchandra K. Tendulkar
 CHAIRMAN

Surendra Malvankar
 SECRETARY

Signed, Sealed and Delivered)
 by the withinnamed Developers)
 Samartha Development Corporation)
 In the presence of)

for SAMARTHA DEVELOPMENT CORPORATION



SAMARtha AISHWARYA CO - OPERATIVE HOUSING SOCIETY LIMITED

(Registration No : BOM / WKW / HSG / [TC] / 12848 / 2004 - 2005 / Year 2005 dated 16 - 03 - 2005)

11 - A , Suyash , Near Amar Hind Mandal , Gokhale Road (North) , Dadar , Mumbai - 400 028.

Copy of the Resolution passed by the society in the Special General Meeting held on 19.03.2006.

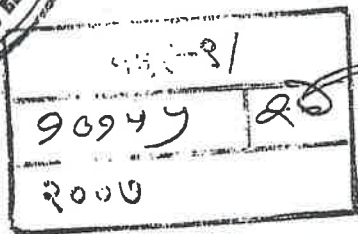
Resolution No.3 : Resolved that the Draft agreement and the Power of Attorney as read by the Secretary be and is hereby approved.

Resolved further that the Chairman and the Secretary are hereby authorised to execute jointly or severally the said Agreement and the Power of Attorney with M/s. Samartha Development Corporation.

Resolved further that in case certain variations and amendments are required to the said drafts, which are not against the interest of the society, the same may be carried out by the Chairman and the Secretary.

Resolved further that the Chairman and the Secretary be and are hereby authorised to execute jointly or severally any other additional document/s required for the proper development of the Society's property, submit the same to the authorities concerned including

the Registrar of Assurances and admit the execution



TRUE COPY

For SAMARtha AISHWARYA
Co-operative Housing Society Ltd.

S. Lakshankar
SECRETARY

प्रमाण पत्र

विशेषतः बलिदाना प्रमाणित पत्रीकर दाखल

क्रमांक ३९५९-०

महाराष्ट्र राज्य सरकार अर्थ विभाग मुंबई

मुंबई येथील मुंबई नगरपालिका क्षेत्रातील

Handwritten signature and official stamp of the Registrar.



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ओशिवरा

तालुका/न.भू.मा.का. -- न.भू.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

शिफ्ट नंबर

प्लॉट नंबर

क्ष.ा
चौ.मी.

धारणाधिकार

शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

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१/२२२क च्या नविन
मिळकत पत्रिका उघडलेने क्षेत्र
कमी केले.
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व्यवहार

खंड क्रमांक

नविन धारक (धा)
पट्टेदार (प) किंवा भार (भा)

साक्षात्करण

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न.भू.क्र.१/२१५ प्रमाणे.

धा.
श्री.स्वामी समर्थ प्रसन्न ओशिवरा पूर्व को.ओ.हो.सो.लि.
(मॅट्रनिटी होम)

सही -
२९/१/९६
न.भू.अ.क्र.४.मुंबई.

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मा.सहा.अभियंता भूसंपादन(WS) के बृहन्मुंबई महानगर पालिका यांचे कडील पत्र क्र. Acq/WS/FSI-१३२२ दि.२६/६/२००० दि.१२/५/२००० ची ताबा पावती दि.१७/६/२००० चे नोंदणीकृत डिक्लरेशन कम इंडिमिनीटी बॉर्ड व इकडील आदेश क्र.न.भू.अ.अंधेरी/ओशिवरा/न.भू.क्र.१/२६५,१/२६७,१/२२२ पै.१/२२३/२००० दि.१९/९/२००० अन्वये न.भू.क्र. १/२२२ चे क्षेत्र ४१७०.००चौ.मी. मधून अनुक्रमे ११६.०० चौ.मी. व १०३.०० चौ.मी. एकूण २१९.०० चौ.मी. क्षेत्र कमी करून सदर क्षेत्राच्या अनुक्रमे १/२२२ब व १/२२२क अशा स्वतंत्र मिळकत पत्रिका बृहन्मुंबई महानगर पालिके च्या नावे उघडून शिल्लक क्षेत्र ३९५१.० चौ.मी.कायम केले व न.भू.क्र.१/२२२ अ असा शेज बदल केला.

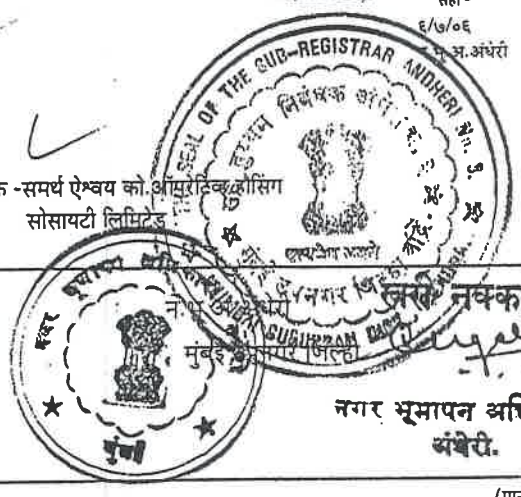
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सही -
२९/१/९६
न.भू.अ.अंधेरी

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समर्थ को.ऑप होसिंग सोसा.लि.चे चेअरमन यांचा अर्ज उपनिबंधक सहकारी संस्था के पश्चिम विभाग यांजकडील संस्था विभाजनाचा आदेश व नोंदणी क्रमांक/बी ओए/डब्ल्यू के डब्ल्यू/एच एम जी / (टिसी) १२८४८/२००४/२००५ अन्वये " स्वामी समर्थ प्रसन्न ओशिवरा पूर्व को.ऑप.होसिंग सोसा.लि.हे नांव कमी करून "समर्थ ऐश्वय को. ऑप होसिंग सोसा.लि.असे नांव दाकल केले.

फेरफार क्र. २५० प्रमाणे
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नगर भूमापन अधिकारी
अंधेरी.

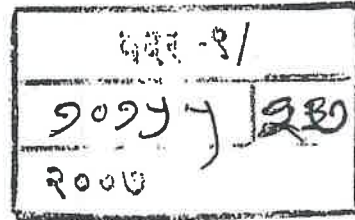
घोषणापत्र

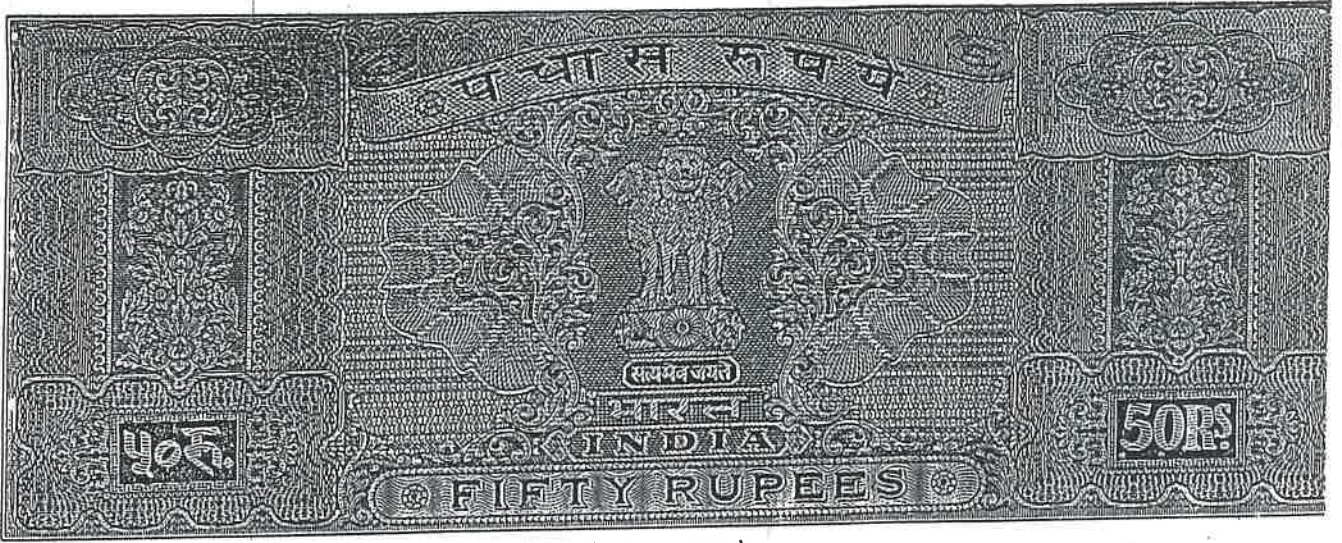
मी श्री० सुदर्शन शर्मा याद्वारे घोषित करतो की, दुय्यम
निबंधक अचरी - ३ यांचे कार्यालयात विकसन करार या शिर्षकाचा दरत
नोंदणीसाठी सादर करण्यात आला आहे. श्री. विकसन कमलाकर वा.वा.वा.वा. यांनी
दि. २७th ऑक्टो ०५ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस
सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार
यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही
मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही.
सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.
सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस
मी पात्र राहीन याची मला जाणीव आहे.

दिनांक :-

24 / 10 / 2007

कुलमुखत्यारपत्रधारकाचे नाव
व सही





(दि. नं. ४३० २५२९)

20 SEP 1995

श्री. यशवंत भीमराव गायकवाड
गायकवाड भवन, मुद्रांक विक्रेता, दादर (प), मुंबई.

कमांक २०/१०७ दिनांक

लक्ष्मी जी धीमती

V. K. Walawalkar

दादा यशवंत भीमराव गायकवाड

(Handwritten signature)

गायकवाड भवन, मुद्रांक विक्रेता

POWER OF ATTORNEY TO PRESENT DOCUMENTS FOR REGISTRATION.

TO ALL MEN TO WHOM THESE PRESENTS SHALL COME, I
Vikas Kamlakar Walawalkar residing at 19-B, Suyash, Gokhale
Road (North), Dadar, Bombay - 400 028 and carrying on
business in partnership in the name and style of (1) M/S.
SAMARTHA DEVELOPMENT CORPORATION (2) M/S. VENUS HOUSING
ENTERPRISE and (3) SHREE SWAMI SAMARTHA DEVELOPERS and as
proprietor of Shree Swami Samartha Builders having
registered office at 11-A, 'Suyash', Gokhale Road (North),
Dadar, Bombay - 400 028 SEND GREETINGS :

WHEREAS:

1. The said firms of M/S. Samartha Development
Corporation (2) M/S. Venus Housing Enterprise (3) Shree
Swami Samartha Developers and (4) Shree Swami Samartha
Builders have been carrying on business as Builders,
Builder Contractors Civil Engineers etc.



बुकर १/
३०९५७२६
२००७

for the last several years in Greater Bombay.

2. In the course of the business of the said firms I as managing partner of the said firms at serial Nos (1) (2) & (3) and as proprietor of the said Shree Swami Samartha Builders have to execute several documents, for and on behalf of the said firms, either in respect of properties purchased by these firms or in favour of the flat purchasers their societies and others in connection with sale of premises etc. which need registration with the Sub-Registrar of Assurances at Bombay and Bandra.

3. Due to exigencies of work I am not in a position to attend before the said sub-Registrars of Assurances at Bombay and Bandra 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.

KNOW ALL MEN BY THESE PRESENTS THAT I Vikas Kamlakar Walawalkar do hereby nominate, constitute and appoint Shri Sudarshan Sharma residing at Aditi/104, Apna Ghar Unit No.5, Shri Swami Samartha Nagar, Andheri (West), Bombay- 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.

1. To appear for and represent me before the Sub-Registrar of Assurances at Bombay and Bandra or at any other place at all times and on all occasions necessary and to present before

90947



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 between the firm of M/S. Samartha Development Corporation or M/S. Venus Housing Enterprise or M/S. Shree Swami Samartha Developers or M/s. Shree Swami Samartha Builders and signed and executed by me personally as a partner or proprietor thereof, to admit my signature and execution of the said various documents and to admit the receipt of consideration mentioned therein if 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.

3. AND I, the said Vikas Kamlakar Walawalkar do hereby agree and declare that all acts, deeds and things done, executed or performed by the said Shri Sudarshan Sharma 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.

90994 20

IN WITNESS WHEREOF, the said Vikas Kamlakar Walawalkar have hereunto set my hand this 27th day of October, 1995.



SIGNED SEALED AND DELIVERED BY the withinnamed Vikas Kamlakar Walawalkar in the presence of Suk

Vikas Kamlakar

SIGNED

२०७९५

२०/१०/९५

पुनः प्रमाणित करवावळ आदेश नमूद

विनायक कमलका नाथवाडक वरुणेश्वर
२०/१०/९५ २०/१०/९५ २०/१०/९५ २०/१०/९५ २०/१०/९५ २०/१०/९५

२) श्रीमती (म) गणेशी लोकाड
अभिधानाच वती व. १/१ - १/१

२०/१०/९५

२०/१०/९५

① = १/१

Subhande
पुनः प्रमाणित करवावळ

② = १/१

पुनः प्रमाणित करवावळ आदेश नमूद
१/१ १/१ १/१ १/१ १/१ १/१

२०/१०/९५
पुनः प्रमाणित करवावळ



बदर-९/
१०११५ २७
२००७

मालमत्ता पत्रक

ओशिवरा

तालुका/न.भू.मा.का. -- न.भू.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार
चौ.मी.

शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशील आणि त्याच्या पंर तपासणीचा निकाय वेळ)

४४४२.२
- ४५६.० न.भू.क्र.१/२२३ व
ची नविन मिळकत
पत्रिका उघडलेने क्षेत्र कमी
केले.

३९८६.२ ✓

व्यवहार

खंड क्रमांक

नविन धारक (धा)
पट्टेदार (प) किंवा धार (भा)

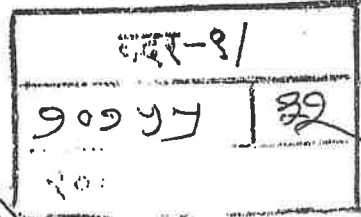
साक्षात्कन

न.भू.क्र.१/२२५ प्रमाणे

(धा)
श्री.स्वामी समर्थ प्रसन्न
ओशिवरा पूर्व फो.ओं.हो.सो.लि.
(सेकंडरी स्कूल)

शा. -
२२
न.भू.क्र. १/२२५ प्रमाणे
मुंबई
न.भू.क्र. १/२२५ प्रमाणे
शा. -

१०९/२००० मा.सहा.अभियंता भूसंपादन (WS) के बृहन्मुंबई
महानगर पालीका
यांचे कडील पत्र क्र.ACQ/WS/FSI- १३२२
दि.२६/६/२०००,
दि. १२/५/२००० ची ताबा पावती , दि. १७/६/२००० चे
नोंदणीकृत
डिक्लोरेशन कम इंडिमिनिटी बॉड व इकडील आदेश क्र.
न.भू.अ.अंधेरी/
ओशिवरा /न.भू.क्र.१/२६५,१/२६७,१/२२२३,१/२२३५/
२०००
दि. १९/९/२००० अन्वयेन.भू.क्र.१/२२३चे ४४४२.२
चौ.मी.
क्षेत्रामधून ४५६.०० चौ.मी. क्षेत्र कमी करून ,सदर
क्षेत्राची १/२२३व
अशा स्वतंत्र मिळकत पत्रिका बृहन्मुंबई महानगर
पालीकेच्या
नावे उघडून ,शिल्लक क्षेत्र ३९८६.२ चौ.मि. कायम
केले.
व न.भू.क्र.१/२२३ अ असा शोज बदल केला.



१४/०५/२००६ अर्ज,महाराष्ट्र शासन राजपत्र डिसेंबर
२९,२००५/पौष८,शके १९२७ दिनांक -२९ नोव्हेंबर
२००५,बृहन्मुंबई महानगर पालिका यांजकडील पत्र
क्रमांक NO.chE/२४३९/DPWS/Hand K/
date १८/३/२००६ अन्वये न.भू.क्र.१/२२३ अ या
मिळवतीवर दाखल असलेले 'सेकंडरी स्कूल'चे
आरक्षण कमी करून आरक्षण डिस्पेन्सरी दाखल केले.



न.भू.क्र. १/२२५ प्रमाणे
शा. -
२२
न.भू.क्र. १/२२५ प्रमाणे

मालमत्ता पत्रक

ओशिवरा

तालुका/न.भु.मा.का. -- न.भू.अ.अंधेरी

जिल्हा --

मुंबई उपनगर जिल्हा

शासन	शिट नंबर	प्लॉट नंबर	क्षेत्र	धारणाधिकार	शासनाला दिलेल्या आकारपट्टे किंवा मालमत्ता तपशील आणि त्याच्या फेर तपशील
			चौ.मी.		

व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षात्करण
20/2006 समर्थ को. ऑप.होसिंग सोसा.लि.चे चेअरमन यांचा अर्ज,उपनिबंधक सहकारी संस्था के परिचय विभाग यांजकडील संस्था विभाजन आदेश व नोंदणी क्रमांक/ बी.ओ.एम./डब्ल्यू के डब्ल्यू/ एच.एम.जी./टिसी १२८४८/२००४-२००५ सन-२००५ अन्वये " श्री. स्वामी समर्थ प्रसन्न ओशिवरा पूर्व को.ऑ.होसिंग सोसा.लि." हे नांव कमी करून समर्थ एश्वर्य को.ऑ. होसिंग सोसा. लि. असे नांव दाखल केले.		धारक - " समर्थ एश्वर्य को.ऑप. होंसिंग सोसा.लि."	५ मार्च २००६ गणेश न.भू.अ.अंधेरी



खरीद नक्कल
 31/10/06 एकूण रक्कम ५
 31/10/06 एकूण रक्कम १२५०६
 22/11/06 एकूण रक्कम ११
 २१/११/०६ एकूण रक्कम १०८१

न.भू.अ.अंधेरी
 मुंबई उपनगर जिल्हा

 पुणे

खरीद नक्कल
 नगर भूमापन अधिकारी
 अंधेरी.

प्रमाण पत्र

397E-2
 एज्युकेशनल एज्युकेशनल एज्युकेशनल
 एज्युकेशनल एज्युकेशनल एज्युकेशनल

Handwritten signature and text in Marathi.



दर-१/
 १०९५५ १३३
 २००७

CC-287
11/11/11



Space

uplicate signature

Signature

Specimen Signature/Thumb Impression of the Holder of the licence.

Name to be written across the photograph

696868175782

[See Rule 16(1)]

Driving Licence

Driving Licence No. MH-02-2002-6-2822

Date of issue 16/12/07

Name of the Licence Holder Kavi Phalerao

Son/wife/daughter of Jaywant



बदर-९/

१०१११ १३०

२००९

Temporary address/ Official address (if any)

Plot 3 A Charkop, Sagar 802 R.S.C., Kanchevi mumbai

Permanent Address Nagwadi, Bellam Sagar, Chembur mumbai

Date of birth 27-7-1982

Educational qualifications

Blood group with RH factor (Optional)

The holder of this licence is licensed to drive throughout India the vehicles of the following description:-

Light M.V (TR)

Moped (CB)

The licence to drive a motor vehicle other than transport vehicle is valid From

Signature and designation of the Licensing Authority

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRAKASH EKANATH RAUT
EKANATH KASHINATH RAUT

27/03/1983
Permanent Account Number

AGSPR2841N

[Signature]
XEROX
Signature



In case this card is lost (found) kindly inform/return to
Income Tax PAN Services Unit, UTIISL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.







यह कार्ड ग्रां जाने पर कृपया सूचित करें/लांटाए
आयकर पैन सेवा यूनिट, UTIISL
प्लॉट नं: ३, सेक्टर ११, सी.बी.डी. बेलपुर,
नवी मुंबई - ४०० ६१४

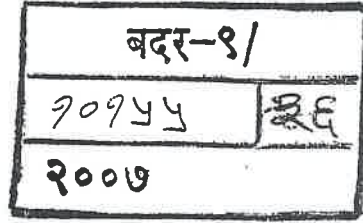
XEROX

बदर-९/	
९०९५७	३४
२००७	

दस्त क्रमांक : 10155/2007

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मे/- समर्थ डेव्ह. कॉन्सल्टन्स व्ही प्रोपर्टीज के वालावलकर तर्फे सुट्टीन रुम्स - - पत्ता: घर/फ्लॉट नं: 11 डे गल्ली/रस्ता: - ईमारतीचे नाव: सुयश ईमारत नं: - पेट/वसाहत: गोखले रोड शहर	लिहून देणार वय 67 सही		
2	नाव: समर्थ ऐश्वर्या को ऑ हौ सोसा लि चे चेअरमेन हेमचंद्र तेंडुलकर - - पत्ता: घर/फ्लॉट नं: 2 बी, सर्वे नं 41, ओशिवरा के एल वालावलकर मार्ग, अंधेरी प मु 53 गल्ली/रस्ता: - ईमारतीचे नाव: - हंमार	लिहून देणार वय 50 सही		
3	नाव: समर्थ ऐश्वर्या को ऑ हौ सोसा लि चे सचिव सुरेंद्र मालवणकर - - पत्ता: घर/फ्लॉट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: -	लिहून देणार वय 40 सही		



दस्तऐवज करून देणार तथाकथित [करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख] दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 1

दस्त क्र. [वदर-10155-2007] चा योग्यवारा
बाजार मूल्य : 143662500 नोबदला 0 मरलेले मुद्रांक शुल्क : 1436625

दस्त हजर केल्याचा दिनांक 24/10/2007 02:39 PM
निष्पादनाचा दिनांक : 25/06/2007
दस्त हजर करण-याची सही :

[Handwritten Signature]

दस्ताचा प्रकार : 5) करारनामा किंवा त्याचे अमितीख किंवा करार संश्लेषेख
शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 24/10/2007 02:39 PM
शिक्षा क्र. 2 ची वेळ : (फी) 24/10/2007 02:44 PM
शिक्षा क्र. 3 ची वेळ : (कबुली) 24/10/2007 02:46 PM
शिक्षा क्र. 4 ची वेळ : (ओळख) 24/10/2007 02:46 PM

दस्त नोंद केल्याचा दिनांक : 24/10/2007 02:46 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तपत्र करून देण-यांना व्यक्तीक ओळखतात,
व त्यांची ओळख पटवितात.

1) रवि भातेराव - - घर/प्लॉट नं. -

वल्ली/रस्ता :-

ईमारतीचे नाव : 378/44 सुगम, चारकोम, कादिवली प मुं 67

ईमारत नं. -

पेट/वसाहत :-

शहर/गाव :-

तालुका :-

पिन :-

2) प्रकाश राजूत - - घर/प्लॉट नं. -

वल्ली/रस्ता :-

ईमारतीचे नाव : 6/4 मन्जनीन बाई चाळ, कमानी, कुर्ला प मुं 70

ईमारत नं. -

पेट/वसाहत :-

शहर/गाव :-

तालुका :-

पिन :-



दु. निबंधकाची सही
अंधेरी 3 (अंधेरी)

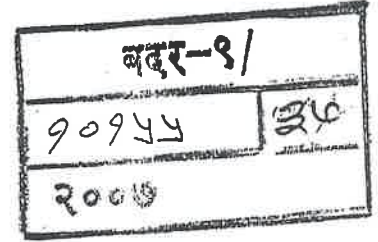


पावती क्र.:10187 दिनांक:24/10/2007
पावतीचे वर्णन
नांव: मे/- समर्थ डेव्ह. कार्पोरेशन चे भागीदार श्री
विकास के वालावलकर तर्फे सुदर्शन शर्मा - -

30000 : नोंदणी फी
820 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजयात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

30820: एकूण

दु. निबंधकाची सही, अंधेरी 3 (अंधेरी)



प्रमाणित करणेची, या
दस्ता घेणे करुन पाने धाडते

सह. दुय्यम निबंधक अंधेरी-क्र. ३
मुंबई उपनगर जिल्हा.

बदर-९/ १०१५५ / २००७

पुस्तक क्रमांक १. क्रमांक ५२
नोंदला.

दिनांक : 28/10/2007

सह. दुय्यम निबंधक अंधेरी-क्र. ३
मुंबई उपनगर जिल्हा.

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 between the firm of M/S. Samartha Development Corporation or M/S. Venus Housing Enterprise or M/S. Shree Swami Samartha Developers or M/s. Shree Swami Samartha Builders and signed and executed by me personally as a partner or proprietor thereof, to admit my signature and execution of the said various documents and to admit the receipt of consideration mentioned therein if 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.

3. AND I, the said Vikas Kamlakar Walawalkar do hereby agree and declare that all acts, deeds and things done, executed or performed by the said Shri Sudarshan Sharma 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.

90997 20

IN WITNESS WHEREOF, the said Vikas Kamlakar Walawalkar have hereunto set my hand this 27th day of October, 1995.



SIGNED SEALED AND DELIVERED By the withinnamed Kamlakar Walawalkar in the presence of

Vikas Kamlakar

S. D. ...

This Agreement made and entered into at Mumbai this 27th day of May
 Two Thousand Nine BETWEEN M/s. Samartha Development Corporation, a registered
 partnership firm having their office at 11-A, Suyash, Gokhale Road (North), Dadar,
 Mumbai - 400 028 hereinafter referred to as "the Developers" (which expression, unless
 repugnant to the context or meaning thereof, shall mean and include for the time being
 partners of the said firm, his/her/ their respective heirs, executors, administrations and
 assigns) of the First Part AND Shri M.L. Tambre Director (E.S. & P.)
 for and on behalf of the Municipal Corporation of Greater Mumbai (M.C.G.M.)
 hereinafter referred to as "the Director (E.S. & P.)" [which expression shall, unless
 repugnant to the context or meaning thereof, be deemed to mean and include
 successor or successors for the time being holding the office of the Director (E.S.
 of the Second Part.

WHEREAS Samartha Aishwarya Co-operative Housing Society Limited,
 Society registered under Maharashtra Co-operative Societies Act, 1960, bearing
 registration No.BOM/ WKW/ HSG/ (TC)/ 12848/ 2004-2005/year 2005 at
 office at Plot no.2B, Survey No.41 (Part), CTS No.1/222A & 1/223A, Oshiwara, Off-
 K.L. Walawalkar Marg, Andheri (West), Mumbai 400 053 (hereinafter referred to as "the
 Owners") are the owners of and absolutely seized and possessed of or otherwise
 sufficiently entitled to the piece and parcel of land bearing C.T.S. Nos.1/222A and
 1/223A of Village Oshiwara, more particularly described in the First Schedule
 written, hereinafter referred to as "the said Property".

SEBP (K)

AEBP (KWN)

EX. ENGR. BLDG. PROPOSAL
 (W. S.) K/EAST/WEST WARDS

Dr. Antonio D'Silva School
 Annonce S. 12 Bof Road, Dadar (W)
 Mumbai - 400 028
 S/S/SE/PMC.R. 1009/04/2005/110
 195243
 15:32
 NEIA
 STMP
 DUTY
 MEGHARASHTRA
 000001-PB5289

- 2 -

AND WHEREAS by a Development Agreement dated 25.6.2007 duly registered and Power of Attorney dated 28.6.2007 the Owners have authorized the Developers to perform various acts and deeds for development of the said property interalia to comply with all the terms and conditions for obtaining I.O.D., commencement certificate, occupation certificate and for that purpose to execute various documents, agreements, undertakings, Indemnity bonds etc. and to handover the set back areas and/or the reservations to Municipal Corporation of Greater Mumbai or any other authorities concerned and to obtain and utilize TDR FSI in lieu thereof as they deem fit.

AND WHEREAS under the sanctioned Development Plan of 'K/West' Ward the said Property admeasuring 3951 sq mtrs. and 3986.20 sq. mtrs. is reserved for public purpose user for Municipal Maternity Home and Dispensary, respectively (more particularly described in First Schedule hereunder written).

AND WHEREAS the Developers have requested the Director (E.S. & P.) for permission to develop the said Property in accordance with the provision of Regulation 9 (V) (1) (a) and (c) of the Development Control Regulations for Greater Mumbai 1991 (DCR 1991). -

AND WHEREAS the Director (E.S. & P.) has agreed to grant the permission as requested subject to the Developers agreeing to comply with the terms and conditions hereinafter appearing which the Developers have agreed to comply.

AND WHEREAS the Developers having agreed to comply with the terms and conditions hereinafter appearing, are desirous of recording the same pursuant to compliance of which the permission as aforesaid has been granted by the Director (E.S. & P.).

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

1. The Developers shall, on the said Property, at the cost of the Developers, construct a built up amenity for public purpose user for Municipal Maternity Home and Dispensary having a built up area admeasuring 1009.57 sq. mtrs. and 340.38 sq. mtrs. respectively and hand over the built up amenity for public purpose user for Municipal Maternity Home and Dispensary to the M.C.G.M. free of cost. The built up amenity for public purpose user of Municipal Maternity Home and Dispensary is shown on the plan

annexed hereto and more particularly described in the Second Schedule hereunder written.

2. The Developers shall at their cost provide for the built up amenity for public purpose user for Municipal Maternity Home and Dispensary, parking and open spaces as well as independent exclusive facilities/ amenities as detailed out in the clauses appearing hereinafter and as shown on the plan annexed hereto. The independent exclusive facilities/ amenities for the built up amenity for public purpose user for Municipal Maternity Home and Dispensary are more particularly described in the Third Schedule hereunder written.
3. The Developers shall obtain the requisite permission / No Objection Certificate from the Additional Collector and competent Authority appointed under the Urban Land (Ceiling & Regulation) Act, 1976 and shall comply with the conditions laid down thereunder.
4. The Developers hereby agree that the development of the said Property shall conform to the provisions of D.C.R., 1991.
5. The Developers shall develop the said Property in accordance with the provisions of D.C.R., 1991.
6. The Developers shall pay Re.1/- per sq. mtr. as a Scrutiny Fee for the said Property.
7. The Developers shall complete the development and construction of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary to be handed over to the M.C.G.M. within a period of two years from the date of issue of permission and shall hand over the same along with the parking and open spaces as well as the independent exclusive facilities / amenities provided for the built up amenity for Municipal Maternity Home and Dispensary to the M.C.G.M. free of cost. The Chief Engineer (Development Plan) of the M.C.G.M. may grant extension from time to time for valid reason.
8. The Developers shall provide the compulsory recreation open space as per the Regulation No.23 of D.C.R., 1991.

9. The Developers shall display a board at a conspicuous location indicating the proposed development of the built up amenity for public user for Municipal Maternity Home and Dispensary alongwith details of the development being undertaken upon the said Property.

10. The Developers have given a Bank Guarantee of Rs.15,35,000=00 (Rupees Fifteen Lakhs Thirty Five Thousand Only) for faithful compliance of the terms and conditions of this agreement. The said Bank Guarantee shall be released after satisfactory compliance of the various terms and conditions and formalities as specified by the Chief Engineer (Development Plan) of the M.C.G.M.

11. It is hereby agreed by and between the parties hereto that in the event of breach of any of the terms and conditions of this agreement, the Director (E.S. & P.) shall enforce the Bank Guarantee, which action shall be without prejudice to the right of the Director (E.S. & P.) to withhold the Occupation Certificate and / or Building Completion Certificate of the building / buildings or any part of the building / buildings being constructed on the said Property.

12. The Developers hereby agree and undertake that they shall intimate the prospective date of completion of the construction / development work being undertaken on the said Property at least six months in advance so as to enable the M.C.G.M. to finalize the allotment of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary on the terms and conditions as may be decided by Municipal Commissioner of the M.C.G.M.

13. The Developers shall not use the permission hereby granted as an instrument to evict the existing occupants / tenants and shall rehabilitate all the occupants of existing structure/ structures situate on the said Property in the building / buildings being constructed on the said Property.

14. The Developers shall obtain necessary orders from the Competent Authority appointed under the Maharashtra Land Revenue Code, 1966 converting the said Property as a non-agricultural land.

15. The Developers shall be granted intimation of Disapproval (I.O.D.) and Commencement Certificate (C.C.) for the development of the said Property in phases in the manner as hereinafter stated.

EX. ENGR. BLDG. PROPOSAL

IN THE FIRST PHASE :

The I.O.D. and C.C. shall be given for permissible F.S.I. taking the built up area of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary to be handed over to the M.C.G.M. also in the F.S.I. Computation.

IN THE SECOND PHASE :

After construction of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary is completed and handed over to the M.C.G.M. free of cost along with the parking and open spaces as well as the independent exclusive facilities/ amenities provided for the same and after execution of the required transfer document transferring the ownership of the built up amenity for Municipal Maternity Home and Dispensary in favour of the M.C.G.M. subject to the various terms and conditions as may be stipulated by the Municipal Commissioner, the remaining F.S.I. equivalent to the built up area of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary as permission under D.C.R. 1991 by approving amended plans will be permitted.

16. The Developers shall incorporate a Clause in the agreement to be executed by the Developers with the prospective buyers/ purchasers of the flats/ shops/units/ premises in the building/ buildings being constructed on the said Property intimating them about the construction of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary on the said Property having a built up area admeasuring 1009.57 sq. mtrs. for Municipal Maternity Home and 340.38 sq. mtrs. for Dispensary on ground floor, first floor and second floor in a separate wing in the building being constructed on the said Property, that the built up amenity for Municipal Maternity Home and Dispensary along with parking space on South side and open spaces on East, West and South side as well as the independent exclusive facilities / amenities provided for the built up amenity for Municipal Maternity Home and Dispensary are required to be handed over to the M.C.G.M. for its exclusive use free of cost and that the Municipal Commissioner of the M.C.G.M. would be entitled to handover the built up amenity for Municipal Maternity Home and Dispensary to any third party or any Public Organization for operations, maintenance and management. The plan showing the built up amenity for Municipal Maternity Home and Dispensary along with parking space on South side and open spaces on East, West and South side as well as the independent exclusive facilities/ amenities provided for the same shall be annexed to the said agreement. The Developers shall make it clear to the prospective buyers / purchasers of the flats / shops / units /

premises in the building / buildings being constructed on the said Property that the M.C.G.M. shall not be a member in the Society to be formed by the prospective buyers/ purchasers and as such shall not be liable to pay any outgoings to the Society. It shall also to be made clear in the said agreement that the M.C.G.M. shall be at liberty to undertake additions/ alterations in the open spaces as well as within the built up amenity for Municipal Maternity Home and Dispensary without the permission of the Society to be formed by the Owners with prospective buyers / purchasers of the flats/ shops / units / premises in the building / buildings being constructed on the said Property. The Developers shall submit a sample copy of the said agreement to the concerned Execution Engineer (Building Proposal) Western Suburbs 'K/West and P' Wards.

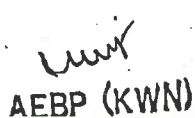
17. The Developers shall execute a separate Agreement or Deed of Transfer or any other documents transferring the ownership of the built up amenity for Municipal Maternity Home and Dispensary along with the parking space on South side and open spaces on East, West and South side as well as the independent exclusive facilities / amenities provided for the same in favour of the M.C.G.M. at cost of the Developers before requesting for occupation permission for the building/ buildings being constructed on the said Property. The entire cost of execution of the transfer document shall be borne by the Developers.

18. It is hereby agreed between the parties hereto that the Developers shall provide separate independent water connection, drainage, sewerage disposal facility and electrical connection with fittings etc. as also independent underground and overhead water tank with separate pumping arrangement as may be approved by the concerned department of the M.C.G.M. for the exclusive use of built up amenity for Municipal Maternity Home and Dispensary to be handed to the M.C.G.M. free of cost. The facilities / amenities as aforesaid are shown on the plan annexed hereto.

19. It is hereby agreed by the Developers that any defects that may occur in the built up amenity for Municipal Maternity Home and Dispensary and leakage from slab within one year from the date of handing over the possession of the same shall be rectified by the Developers at the risk and cost of the Developers and for faithful compliance of this requirement, 10% amount of the Bank Guarantee shall be retained by the M.C.G.M.








AEBP (KWN)


EX. ENGR. BLDG. PROPOSAL
K/EAST/WEST WARDS

20. ~~The Developers shall construct at their cost the built up amenity for public purpose~~ user for Municipal Maternity Home and Dispensary 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 being constructed on the said property alongwith the provision for open spaces on East, West and South side on ground level with independent entrance and exit way. The Developers shall provide separate lifts, as per the requirement of Executive Health Officer of the M.C.G.M., exclusively for the use of the built up amenity for Municipal Maternity Home and Dispensary.
21. The Developers shall properly light all the marginal open spaces and shall pave the same with concrete paving and provide drainage as approved for the built up amenity for Municipal Maternity Home and Dispensary to be handed over to the M.C.G.M. free of cost.
22. The Developers shall plant the open spaces with trees at the rate of 1 tree for 80 sq. mtrs. And trees at the rate of 5 trees per 100 sq. mtrs. for recreation open spaces as per provisions of Regulation No.23 (f) (b) and 23 (f) (a) of D.C.R., 1991 respectively.
23. The Developers shall submit No Objection Certificate from Assistant Assessor and Collector, "K/West" Ward of the M.C.G.M. stating that no dues in respect of the said Property are pending.
24. The Developers hereby agree that the internal layout for the built up amenity for public purpose user for Municipal Maternity Home and Dispensary shall be scrutinized by Executive Engineer (Building Proposal) W.S. "K/West & P' Wards of the M.C.G.M. in consultation with Deputy Municipal Architect (D.P.) and Executive Health Officer of the M.C.G.M.
25. The Developers shall provide for the built up amenity for Municipal Maternity Home and Dispensary separate electrical connections with electric wiring/ points and fittings, fixtures etc. as per the electric layout and specifications as prescribed by the office of the Chief Engineer (Mechanical & Electrical) Department of the M.C.G.M.
26. The Developers hereby agree that the M.C.G.M. shall be at liberty to undertake additions and alterations in the open spaces as well as within the built up amenity for public purpose user for Municipal Maternity Home and Dispensary without obtaining permission from the Owners.



SEBP (KWN) AEBP (KWN)
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EX. ENGR. BLDG. PROPOSAL
(W.S.) K/EAST/WEST WARDS

27. The Developers shall carry out any additions and alternations as suggested by Executive Health Officer/ Deputy Municipal Architect of the M.C.G.M. during the development/ construction of the built up amenity for Municipal Maternity Home and Dispensary without claiming any compensation for the same.
28. The Developers hereby agrees that the Municipal Commissioner shall be entitled to hand over the built up amenity for public user of Municipal Maternity Home and Dispensary to any third party or any Organization for operation, maintenance and management on the terms and conditions as may be decided by the Municipal Commissioner.
29. It is hereby agreed that the permission for the development of the said Property is issued as per the documents submitted by the Developers and the permission shall stand revoked if the documents are found false/fake/fraudulent.
30. The Developers agree that in the building plans submitted for approval proforma 'A' to be provided therein shall reflect the permissible built up area against Transferable Development Rights (TDR) excluding the area of the built up amenity for public purpose user of maternity Home and Dispensary.
31. The Developers shall submit the Extracts of the revised Property Register Card of the said Property stating the changed reservation as per the State Government directives and name of the Owners before issue of Completion Certificate.
32. The Developers hereby agree and undertake to comply with all the conditions mentioned in the letter bearing No.CHE/644/DPWS/H&K dated 03.06.2006 as well as the terms and conditions mentioned in this agreement.
33. The Developers shall pay the entire Stamp duty and Registration Charges and also all out of pocket expenses of the Agreement or Deed of Transfer or any other documents as specified in Clauses 17 of this agreement and also of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

All those pieces or parcels of land or ground situate lying and being at Oshiwara in Greater Mumbai and bearing C.T.S. No.1/222A & 1/223A of Village Oshiwara admeasuring 3951.00 sq. mtrs. & 3986.20 sq. mtrs. or thereabout respectively aggregating to 7937.20 square metres in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows :

SEBP (KWN) AESP (KWN)

EX. ENGR., BLDG. PROPOSAL
(W. S.) K/EAST/WEST WARDS

ON OR TOWARDS THE EAST BY : 13.40 mtrs. (44 ft.) wide D.P. Road
ON OR TOWARDS THE WEST BY : 12.20 mtrs. (40 ft.) wide D.P. Road
ON OR TOWARDS THE SOUTH BY : 18.30 mtrs. (60 ft.) wide D.P. Road
ON OR TOWARDS THE NORTH BY : 18.30 mtrs. (60 ft.) wide D.P. Road

THE SECOND SCHEDULE ABOVE REFERRED TO :

An area admeasuring 1009.57 sq. mtrs. i.e. 10,867.01 sq. ft. (built up) for Municipal Maternity Home and an Area admeasuring 340.38 sq. mtrs. i.e. 3663.85 sq. ft. (built up) for Dispensary, both situate in the building to be constructed on the piece or parcel of land situate at Oshiwara in Greater Mumbai and bearing C.T.S. No.1/222A & 1/223A of Village Oshiwara admeasuring 3951.00 sq. mtrs. & 3986.20 sq. mtrs. or thereabout respectively i.e. on the property described in the First Schedule hereinabove, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:

ON OR TOWARDS THE EAST BY : 13.40 mtrs. (44 ft.) wide D.P. Road
ON OR TOWARDS THE WEST BY : 12.20 mtrs. (40 ft.) wide D.P. Road
ON OR TOWARDS THE SOUTH BY : 18.30 mtrs. (60 ft.) wide D.P. Road
ON OR TOWARDS THE NORTH BY : Commercial wing of the building on the said property.

THE THIRD SCHEDULE ABOVE REFERRED TO :

The independent exclusive facilities / amenities provided for the built up amenity for public user for Municipal Maternity Home and Dispensary.

- 1) Vitrified tiles flooring of 2' x 2' size.
- 2) Coloured Glazed Tiles dado of 5' height in all rooms and passages and on one side of staircase.
- 3) 7' height coloured ceramic tiles dado in toilets.
- 4) Gypsum plaster to ceiling and P.O.P. plaster to walls.
- 5) Aluminum windows with 18 mm Jindal Heavy Section and with 5 mm tinted glass.

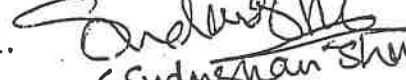
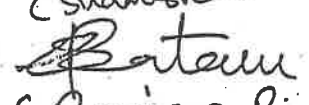
- 6) Black Granite sills for window and door jamba.
- 7) Black Granite Kitchen Platform in pantry and Quarter Room.
- 8) Concealed plumbing in toilets.
- 9) Exposed copper wiring for electrification.
- 10) Stretcher lift of "Otis" make with stainless steel cabin.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED)
 by the withinnamed the Developers)
 M/s. Samartha Development Corporation)
 through their Partner)
 Shri Vikas Kamlakar Walawalkar)
 in the presence of ...)

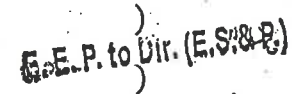

For SAMARTHA DEVELOPMENT CORPORATION


 PARTNER


- 1. 
 (Sudhanshu Sharma)
- 2. 
 (Rajan B. Satam)

SIGNED SEALED AND DELIVERED)
 by the withinnamed)
 Shri M. L. Tambe)
 The Director (E.S. & P.) for)
 Municipal Corporation of Greater Mumbai)
 in the presence of ...)


 Director
 (Engg. Services & Projects)

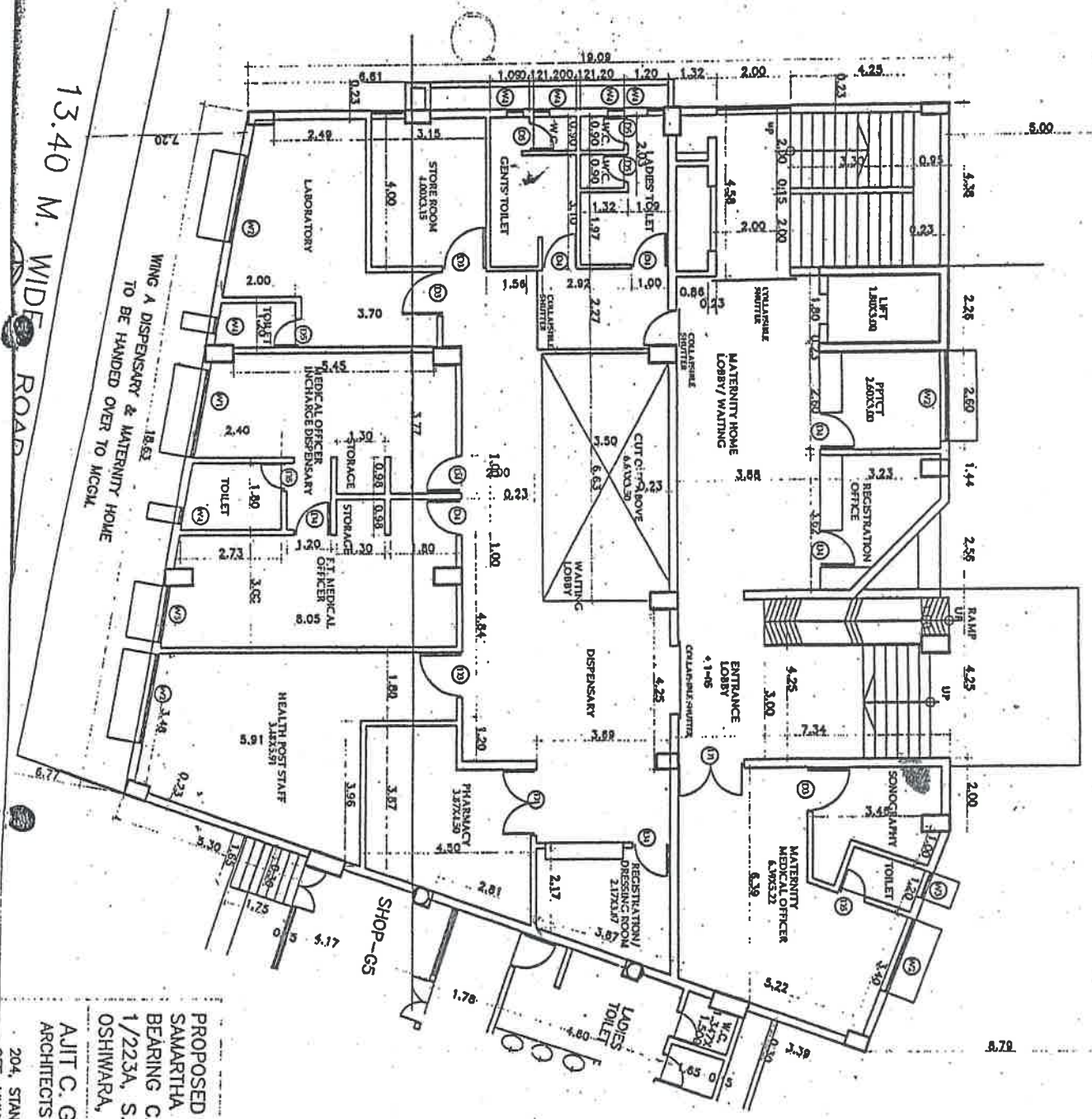
- 1. Shri D. R. Dixit -  E.E.P. to Dir. (E.S. & P.)
- 2. Shri Y. S. Mulik - Head Clerk - 


 CIV. ENGR. B.D.C. PROPOSAL
 ... WARDS

C-162-17

12.20 M. WIDE ROAD



13.40 M. WIDE ROAD

WING A DISPENSARY & MATERNITY HOME
TO BE HANDED OVER TO MCGM

PROPOSED DISPENSARY BUILDING AT
SAMARITHA AISHWARYA ON PLOT
BEARING C.T.S. NO. 1/222A &
1/223A, S.NO. 41(Pt.), OF VILLAGE
OSHIWARA, ANDHERI (WEST), MUMBAI

AJIT C. GUPTA
ARCHITECTS & PROJECT CONSULTANTS

204, STANFORD PLAZA, P.NO. B-65,
OFF. LINK ROAD, ANDHERI (WEST),

EX ENGR BLDG. PROPOS
(B.S.) K, EAST/WEST WAR

SEBP (KMS)

AEBP (K)

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AEBP (KWS)

11/11/10

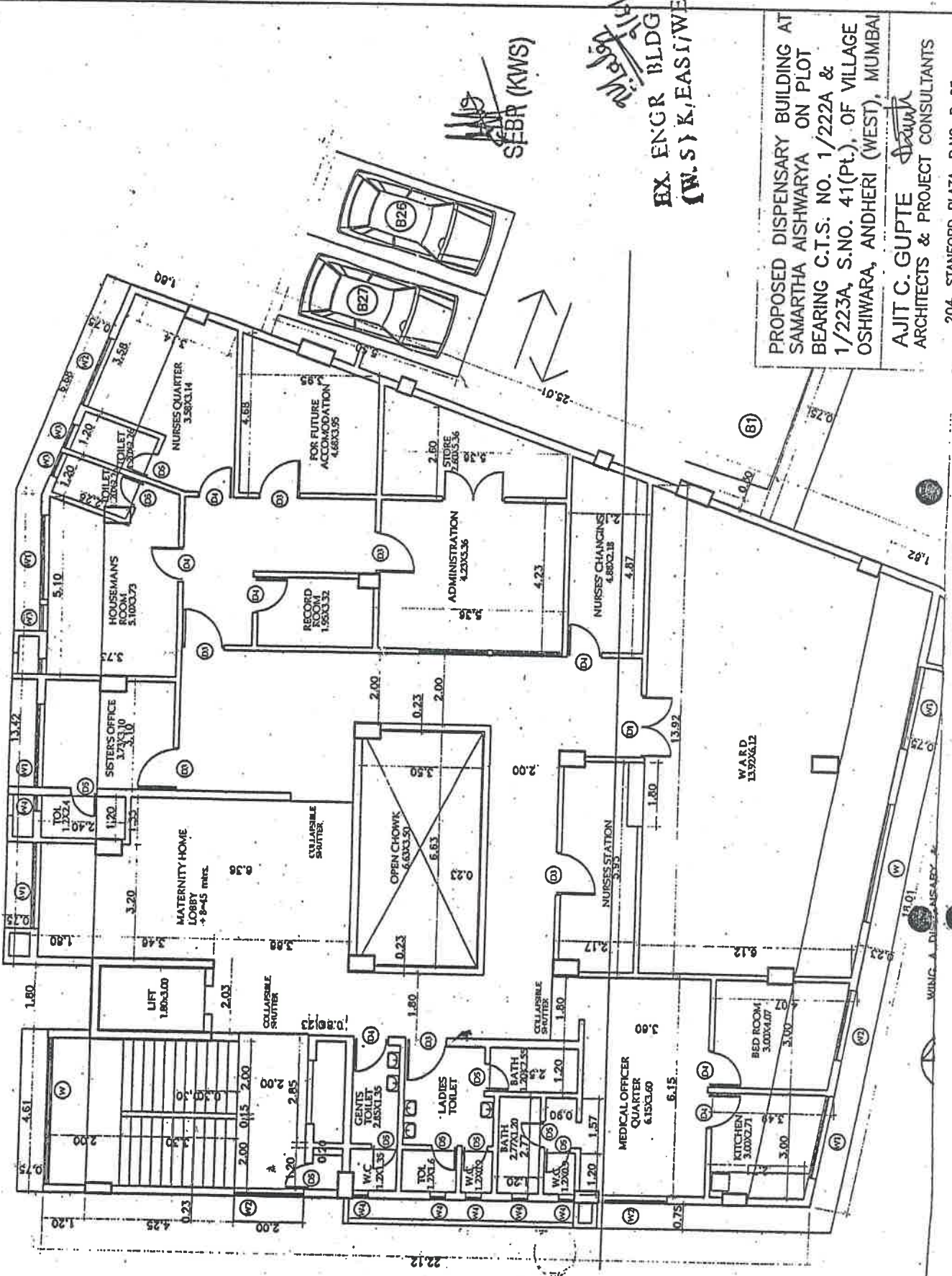
EX ENGR BLDG PROPOSAL
(W.S) K, EAST/WEST WARDS

PROPOSED DISPENSARY BUILDING AT
SAMARATHA AISHWARYA ON PLOT
BEARING C.T.S. NO. 1/222A &
1/223A, S.NO. 41(Pt.), OF VILLAGE
OSHIWARA, ANDHERI (WEST), MUMBAI

AJIT C. GUPTA
ARCHITECTS & PROJECT CONSULTANTS

204, STANFORD PLAZA, P.NO. B-65.

SEBR (KWS)



2-1632

पावती क्र.: 1624 दिनांक: 02/03/2013

गावाचे नाव: ओशिवरा
दस्तऐवजाचा अनुक्रमांक: वदर15-1524-2013
दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: समर्थ ऐश्वर्य को ऑप ही सो ली चे चेवरमन श्री उपेंद्र शेठे

नोंदणी फी रु. 30000.00
दस्तावेजाचा नोंदणी फी रु. 1440.00
पुष्पाची संख्या: 72

एकूण रु. 31440.00

आपणास हा दस्तऐवज अद्याज 5:44 PM ह्या वेळीस मिळेल आणि साबत थंबनेल प्रत व CD घ्यावी.

सह. दु. नि. अंधेरी 4

वाजार मुल्य: रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 100/-

नि. दु. नि. अंधेरी-४
मुंबई उपनगर जिल्हा.

- 1) देयकाचा प्रकार: By Demand Draft रक्कम: रु. 30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 288886 दिनांक: 02/03/2013
बँकेचे नाव व पत्ता: Bank Of Maharashtra
- 2) देयकाचा प्रकार: By Cash रक्कम: रु. 1440/-

(Signature)

REGISTERED ORIGINAL DOCUMENT
BELEVERID ON 02/03/2013

Customer's Copy
 ZENCREREDIT CO-OPERATIVE BANK LTD.
 D-5/STP(V)/C.R. 1009/04/2005/1310-13
 Date: 09/02/13
 Acct Stamp Duty Mumbai

Rs. 200/-	Rs. 200/-	Rs. 200/-
Rs. 200/-	Rs. 200/-	Rs. 200/-

(For Banks Use Only)

Cheque No. _____
 Amount on Bank _____

Banking Sr. No. PS3244
 Officer

उमट मुद्राक फ्रॉकिंग अल्टा व्हायलेट लेस्य काली तपासले व एत.एम.एस./संबंधित
 अधिकृत-अधिकार्यांशी दुसऱ्याकालीन संदर्भ सादून, येळ बरोबर आढळून आला.

29/2/13

Vaidya
 सह. दुय्यम निबंधक, अंधेरी क्र.४
 मुंबई उपनगर जिल्हा



This Agreement made and entered into at Mumbai this 11th day of February, Two Thousand Thirteen

BETWEEN

बदर-१५/	
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Samartha Aishwarya Co-operative Housing Society Limited, a Society registered under Maharashtra Co-operative Societies Act, 1960, bearing registration No.BOM/WKW/HSG(TC)/12848/04-05 date 16th March, 2005 and having its office at Plot No.2-B, S. No.41 (Part), CTS No.1/222A, Oshiwara, Off K. L. Walawalkar Marg, Andheri (West), Mumbai - 400053, hereinafter referred to as "the Owners" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor or successors and assigns) of the First Part;

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S.E.B.P. (KWN1)
 AEB.P (KWN)

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AND

(1) Smt. Malti Kamlakar Walawalkar (2) Shri Vikas Kamlakar Walawalkar and (3) Mrs. Mukta Vikas Walawalkar, the Partners of M/s Samartha Development Corporation, a Partnership Firm registered under the Indian Partnership Act, 1932 having its registered office situate at 11-A, Suyash, Gokhale Road (North), Dadar, Mumbai - 400 028, hereinafter referred to as "the Developers" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators of the last surviving partner, their or his / her assigns) of the Second Part

AND

Shri Sitaram Kunte, the Municipal Commissioner for Brihan Mumbai hereinafter referred to as "the Municipal Commissioner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successor or successors for the time being holding the office of the Municipal Commissioner) of the Third Part.

WHEREAS:

(A) The Municipal Corporation of Greater Mumbai hereinafter referred to as "the M.C.G.M." is a body corporate having perpetual succession and a common seal constituted under the Mumbai Municipal Corporation Act, 1888 as well as the Planning Authority for the City of Mumbai as contemplated under the provisions of the Maharashtra Regional and Town Planning Act, 1966.

(B) The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece and parcel of land bearing C.T.S. Nos. 1/222A and 1/223A of Village Oshiwara, more particularly described in the First Schedule hereunder written, hereinafter referred to as "the said Property".

(C) Prior to amalgamation order dated 27th May, 2009, the Owner was the owner of piece and parcel of land bearing C.T.S. Nos. 1/222A and 1/223A. However, 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 C.T.S. No. 1/223A is amalgamated with C.T.S. No. 1/222A and property card in respect of C.T.S. No. 1/223A is cancelled. The fresh Property Registered Card (PRC) has been issued by the City Survey Officer for the amalgamated property bearing C.T.S. No. 1/222A.



C.T.S. 1/223A	
PRC has been	3

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SRP (KWN)

AEB.P (KWN)

(D) By Development Agreement dated 25th June 2007, the Owners have agreed to grant the development rights of the said Property unto the Developers on the terms and conditions mentioned therein.

(E) Under the sanctioned Development Plan of 'K/West' Ward the said Property admeasuring 7937.20 square meters is reserved for public purpose user for Municipal Maternity Home and Dispensary.

(F) The Developers had requested the Municipal Commissioner for Brihan Mumbai for permission to develop the said Property in accordance with the provisions of Regulation 9 (V) (1) (a) and (c) of the Development Control Regulations for Greater Mumbai 1991 (DCR 1991).

(G) The Municipal Commissioner for Brihan Mumbai has agreed to grant the permission as requested by the Developers subject to the Owners and the Developers agreeing to comply with the terms and conditions hereinafter appearing which the Owners and the Developers have agreed to comply.

(H) The Owners and the Developers having agreed to comply with the terms and conditions hereinafter appearing are desirous of recording the same subject to the compliance of which the permission in the matter of development of the said Property as aforesaid is agreed to be granted by the Municipal Commissioner for Brihan Mumbai.

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

1. The parties hereto agree that the recitals hereinabove enumerated are deemed to form part and parcel of the terms and conditions of this Agreement as if the same have been set out and incorporated herein.

2. The Developers while undertaking development of the said property and constructing a building thereon shall provide for the MCGM for the exclusive use of the MCGM at the cost of the Developers on the ground + 1st floor + 2nd floor as an independent separate Wing of the said building a built up amenity for public purpose user for Municipal Maternity Home and Dispensary having a built up area of 1009.57 square meters and 340.38 square meters hereinafter referred to as "the built up amenity". The built up amenity which is more particularly described in the Second Schedule hereunder written and shown bounded red on the plan annexed hereto shall be handed over by the Developers on the construction thereof being completed in all respects to the MCGM for the exclusive use of the MCGM



built up area 24/	
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MR. (KWN)

AEB.P (KWN)

free of cost and free of encumbrances. The word "building" referred to herein when used in reference to the built up amenity shall mean the building where the built up amenity is provided by the Developers for the MCGM for the exclusive use of the MCGM to be handed over by the Developers to the MCGM free of cost and free of encumbrances and when used without reference to the built up amenity shall mean the building / buildings being constructed by the Developers on the said property.

3. The Developers shall at the cost of the Developers provide for the built up amenity for public purpose user for Municipal Maternity Home and Dispensary, parking and open spaces as well as independent exclusive facilities / amenities as detailed out in the clause appearing hereinafter and as shown on the plan annexed hereto. The independent exclusive facilities / amenities for the built up amenity for public purpose user for Municipal Maternity Home and Dispensary are more particularly described in the Third Schedule hereunder written.

4. The Developers shall obtain the requisite permission / No Objection Certificate from the Additional Collector and competent Authority appointed under the Urban Land (Ceiling & Regulation) Act, 1976 and shall comply with the conditions laid down there under.

5. The Developers hereby agree that the development of the said Property shall confirm to the provisions of D.C.R., 1991.

6. The Developers shall develop the said Property in accordance with the provisions of D.C.R., 1991.

7. The Developers shall pay Re.6.50 per square meter as a Scrutiny fee for the said Property.

8. The Developers shall complete the development and construction of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary to be handed over to the M.C.G.M. within a period of two years from the date of issue of permission and shall hand over the same along with the parking and open spaces as well as the independent exclusive facilities / amenities provided for the built up amenity for Municipal Maternity Home and Dispensary to the M.C.G.M. free of cost. The Chief Engineer (Development Plan) of the M.C.G.M. may grant extension from time to time for valid reason.



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9. The Developers shall provide the compulsory recreation open space as per the Regulation No.23 of D.C.R., 1991.

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10. The Developers shall display a board at a conspicuous location indicating the proposed development of the built up amenity for public user for Municipal Maternity Home and Dispensary along with details of the development being undertaken upon the said Property.

11. The Developers shall furnish a Bank Guarantee of Rs.15,35,000/- (Rupees Fifteen Lakhs Thirty Five Thousand Only) for faithful compliance of the terms and conditions of this Agreement as well as the formalities as may be specified by the Chief Engineer (Development Plan) of the MCGM. The Bank Guarantee shall be released only on compliance by the Developers of the terms and conditions of this Agreement and on completion of the formalities as specified by the Chief Engineer (Development Plan) of the M.C.G.M.

12. It is hereby agreed by and between the parties hereto that in the event of breach of any of the terms and conditions of this Agreement, the Municipal Commissioner for Brihan Mumbai shall enforce the Bank Guarantee which action shall be without prejudice to the right of the Municipal Commissioner for Brihan Mumbai to withhold the Occupation Certificate and / or Building Completion Certificate of the building / buildings or any part of the building / buildings being constructed on the said Property.

13. The Developers hereby agree and undertake that the Developers shall intimate the prospective date of completion of the construction / development work being undertaken on the said Property at least six months in advance so as to enable the M.C.G.M. to finalize the allotment of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary on the terms and conditions as may be decided by Municipal Commissioner of the M.C.G.M.

14. The Developers shall not use the permission hereby granted as an instrument to evict the existing occupants / tenants and shall rehabilitate all the occupants of existing structure / structures situate on the said Property in the building / buildings being constructed on the said Property.

15. The Developers shall obtain necessary orders from the Competent Authority appointed under the Maharashtra Land Revenue Code, 1966 converting the said Property as a non-agricultural land.



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16. The Developers shall be granted intimation of Disapproval (I.O.D.) and Commencement Certificate (C.C.) for the development of the said Property in phases in the manner as hereinafter stated.

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A.E.P (KWN)

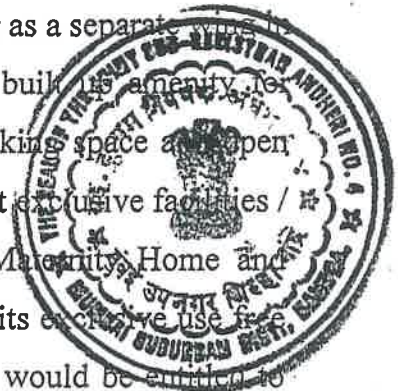
IN THE FIRST PHASE :

The I.O.D. and C.C. shall be given for permissible F.S.I. taking the built up area of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary to be handed over to the M.C.G.M. also in the F.S.I. Computation.

IN THE SECOND PHASE :

After construction of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary is completed and handed over to the M.C.G.M. free of cost along with the parking and open spaces as well as the independent exclusive facilities/ amenities provided for the same and after execution of the required transfer document transferring the ownership of the built up amenity for Municipal Maternity Home and Dispensary in favour of the M.C.G.M. subject to the various terms and conditions as may be stipulated by the Municipal Commissioner, the remaining F.S.I. equivalent to the built up area of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary as permission under D.C.R. 1991 by approving amended plans will be permitted.

17. The Developers shall incorporate a Clause in the agreement to be executed by the Developers with the prospective buyers/ purchasers of the flats/ shops/units/ premises in the building/ buildings being constructed on the said Property intimating them about the construction of the built up amenity for public purpose user for Municipal Maternity Home and Dispensary on the said Property having a built up area admeasuring 1009.57 sq. mtrs. for Municipal Maternity Home and 340.38 sq. mtrs. for Dispensary on ground floor, first floor and second floor as a separate building being constructed on the said Property, that the built up amenity for Municipal Maternity Home and Dispensary along with the parking space and open spaces on East, West and North side as well as the independent exclusive facilities/ amenities provided for the built up amenity for Municipal Maternity Home and Dispensary are required to be handed over to the M.C.G.M. for its exclusive use free of cost and that the Municipal Commissioner of the M.C.G.M. would be entitled to handover the built up amenity for Municipal Maternity Home and Dispensary to any third party or any Public Organization for operations, maintenance and management. The plan showing the built up amenity for Municipal Maternity Home and Dispensary along with parking space and open spaces on East, West and North side as well as the independent exclusive facilities/ amenities provided for the same shall be annexed to the said agreement. The Developers shall make it clear to the prospective buyers/ purchasers of the flats / shops / units / premises in the building / buildings being constructed on the said Property that the M.C.G.M. shall not be a member in the Society to be formed by the prospective buyers / purchasers and as such shall not be



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liable to pay any outgoings to the Society. It shall also to be made clear in the said agreement that the M.C.G.M. shall be at liberty to undertake additions/ alterations in the open spaces as well as within the built up amenity for Municipal Maternity Home and Dispensary without the permission of the Society to be formed by the Developers with the prospective buyers/ purchasers of the flats/ shops / units / premises in the building / buildings being constructed on the said Property. The Developers shall submit a sample copy of the said agreement to the concerned Execution Engineer (Building Proposal) Western Suburbs 'K/West and P' Wards.

18. The Developers shall execute a separate Agreement or Deed of Transfer or any other documents transferring the ownership of the built up amenity for Municipal Maternity Home and Dispensary along with the parking space and open spaces on East, West and North side as well as the independent exclusive facilities / amenities provided for the same in favour of the M.C.G.M. at cost of the Developers before requesting for occupation permission for the building/ buildings being constructed on the said Property. The entire cost of execution of the transfer document shall be borne by the Developers.

19. The Developers shall for the built up amenity provide adequate parking spaces as per D.C.R. 1991 and hand over the said parking spaces along with open spaces on the East, West and North side of the built up amenity.

20. It is hereby agreed between the parties hereto that the Developers shall provide separate sanitary accommodation, separate independent water connection, drainage, sewerage disposal facility and electrical connection with fittings independent underground and overhead water tank with separate pumping arrangement as may be approved by the concerned department of the M.C.G.M. for the exclusive use of built up amenity for Municipal Maternity Home and Dispensary to be handed to the M.C.G.M. free of cost. The facilities / amenities as aforesaid are shown on the plan annexed hereto.



21. It is hereby agreed by the Developers that any defects that may occur in the built up amenity for Municipal Maternity Home and Dispensary and leakage from slab within one year from the date of handing over the possession of the same shall be rectified by the Developers at the risk and cost of the Developers and for faithful compliance of this requirement, 10% amount of the Bank Guarantee shall be retained by the M.C.G.M.

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22. The Developers shall construct at their cost the Developers the built up amenity for public purpose user for Municipal Maternity Home and Dispensary








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admeasuring 1009.57 sq.mtrs. and 340.38 sq.mtrs. respectively on ground floor, first floor and second floor as a separate wing in the building being constructed on the said Property along with the provision for open spaces on East, West and North side on ground level with independent entrance and exit way. The Developers shall provide separate lifts, as per the requirement of Executive Health Officer of the M.C.G.M., exclusively for the use of the built up amenity for Municipal Maternity Home and Dispensary.

23. The Developers shall properly light all the spaces and shall pave the same with concrete paving and provide drainage as approved for the built up amenity for Municipal Maternity Home and Dispensary to be handed over to the M.C.G.M. free of cost.

24. The Developers shall plant the open spaces with trees at the rate of 1 tree for 30 sq. mtrs. and trees at the rate of 5 trees per 100 sq. mtrs. for recreation open spaces as per provisions of Regulation No.23 (f) (b) and 23 (f) (a) of D.C.R., 1991 respectively.

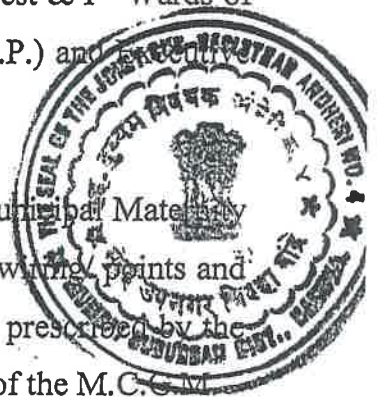
25. The Developers shall submit No Objection Certificate from Assistant Assessor and Collector, 'K/West' Ward of the M.C.G.M. stating that no dues in respect of the said Property are pending.

26. The Developers hereby agree that the internal layout for the built up amenity for public purpose user for Municipal Maternity Home and Dispensary shall be scrutinized by Executive Engineer (Building Proposal) W.S. "K/West & P' Wards of the M.C.G.M. in consultation with Deputy Municipal Architect (D.P.) and Health Officer of the M.C.G.M.

27. The Developers shall provide for the built up amenity for Municipal Maternity Home and Dispensary separate electrical connections with electric wiring, points and fittings, fixtures etc. as per the electric layout and specifications as prescribed by the office of the Chief Engineer (Mechanical & Electrical) Department of the M.C.G.M.

28. The Developers hereby agree that the M.C.G.M. shall be at liberty to undertake additions and alterations in the open spaces as well as within the built up amenity for public purpose user for Municipal Maternity Home and Dispensary without obtaining permission from the Developers.

29. The Developers shall carry out any additions and alternations as suggested by Executive Health Officer/ Deputy Municipal Architect of the M.C.G.M. during the



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development/ construction of the built up amenity for Municipal Maternity Home and Dispensary without claiming any compensation for the same.

The Developers hereby agrees that the Municipal Commissioner shall be entitled to hand over the built up amenity for public user of Municipal Maternity Home and Dispensary to any third party or any Organization for operation, maintenance and management on the terms and conditions as may be decided by the Municipal Commissioner.

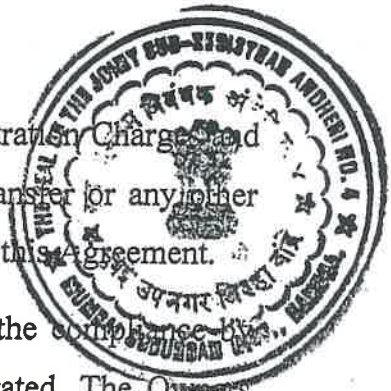
It is hereby agreed that the permission for the development of the said Property is issued as per the documents submitted by the Developers and the permission shall stand revoked if the documents are found false/fake/fraudulent.

The Developers agree that in the building plans submitted for approval under Form 'A' to be provided therein shall reflect the permissible built up area against Transferable Development Rights (TDR) excluding the area of the built up amenity for public purpose user of maternity Home and Dispensary.

The Developers shall submit the Extracts of the revised Property Register Card of the said Property stating the changed reservation as per the State Government Rules and name of the Owners before issue of Completion Certificate.

The Developers hereby agree and undertake to comply with all the conditions mentioned in the letter bearing No.CHE/644/DPWS/H&K dated 3rd June 2006 as well as the terms and conditions mentioned in this Agreement.

The Developers shall pay the entire Stamp duty and Registration Charges and shall be out of pocket expenses of the Agreement or Deed of Transfer for any other documents as specified in Clauses 18 of this agreement and also of this Agreement.



The Owners hereby declare and unconditionally agree to the compliance of the Developers of the terms and conditions hereinbefore enumerated. The Owners hereby further unconditionally agree to the terms and conditions hereinbefore enumerated which empowers the M.C.G.M., the Municipal Commissioner of the M.C.G.M. and the Officers of the M.C.G.M. to take such steps inconsonance with the terms and conditions hereinabove enumerated.

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The Owners hereby declare, agree and record that the Owners have no objection in the matter of the Developers constructing on the said Property at the cost of the Developers the built up amenity, providing to the built up amenity the independent exclusive facilities / amenities and in the matter of the Developers handing over the building up amenity to the M.C.G.M. for the exclusive use of the

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MCGM free of costs and free of encumbrances along with the independent exclusive facilities / amenities provided for the built up amenity in compliance of the terms and conditions hereinbefore enumerated.

38. The Owners hereby undertake to execute along with the Developers such documents required to be executed by the Developers with the M. C. G. M. as enumerated in the terms and conditions herein contained.

THE FIRST SCHEDULE ABOVE REFERRED TO :

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

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

THE SECOND SCHEDULE ABOVE REFERRED TO :

An area admeasuring 1009.57 square meters i. e. 10,867.01 sq. ft. (built up) for Municipal Maternity Home and an area admeasuring 340.38 sq. mtrs. i. e. 3663.85 sq. ft. (built up) for Dispensary, both situate in the building constructed on the piece or parcel of land situate at Oshiwara in Greater Mumbai and bearing C. T. S. No.1/222A of Village Oshiwara admeasuring 7937.2 square meters or thereabout on the property described in the First Schedule hereinabove, in the Registration District and Sub-District of Mumbai City Mumbai Suburban and bounded as follows:

- On or towards East by : 44 ft. wide D.P. Road
On or towards West by : 40 ft. wide D.P. Road
On or towards North by : Commercial wing of the building on the said property
On or towards South by : 40 ft. wide D. P. Road



THE THIRD SCHEDULE ABOVE REFERRED TO :

The independent exclusive facilities / amenities provided for the built up amenity for public user for Municipal Maternity Home and Dispensary.

- 1) Vitrified tiles flooring of 2' x 2' size.
- 2) Coloured Glazed Tiles dado of 5' height in all rooms and passages and on one side of staircase.
- 3) 7' height coloured ceramic tiles dado in toilets.
- 4) Gypsum plaster to ceiling and P.O.P. plaster to walls.

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- 5) Aluminum windows with 18 mm Jindal Heavy Section and with 5 mm tinted glass.
- 6) Black Granite seals for window and door jams.
- 7) Black Granite Kitchen Platform in pantry and Quarter Room.
- 8) Concealed plumbing in toilets.
- 9) Exposed copper wiring for electrification.
- 10) Stretcher lift of "Otis" make with stainless steel cabin.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE COMMON SEAL OF THE
 Samartha Aishwarya Co-operative Housing
 Society Limited was affixed hereto pursuant
 to the Resolution of the Managing Committee
 dated 7th February, 2013
 In the presence of.....
 1. Shri Upendra A. Shetye
 Chairman of the Managing Committee



Upendra A. Shetye



2. Mrs. Mukta V. Walawalkar
 Treasurer of the Managing Committee

Mukta V. Walawalkar



3. Shri Dayanand V. Shetye
 Member of the Managing Committee

Dayanand

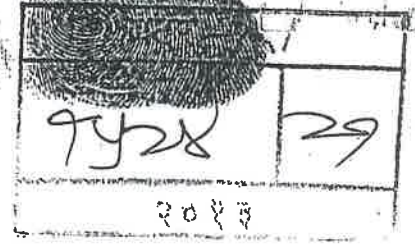


AND

SHRI Surendra J. Malwankar
 Secretary of the Managing Committee
 who has hereunto affixed his signature in
 token thereof as witness to the execution
 by Samartha Aishwarya Co-operative Housing
 Society Limited
 In the presence of.....
 1.
 2.



Surendra J. Malwankar



[Signature]
 S.E.B.P. (KWN1)

[Signature]
 A.E.B.P (KWN)

SIGNED SEALED AND DELIVERED

By the within named

1) Smt. Malti Kamlakar Walawalkar



2) Sri Vikas Kamlakar Walawalkar

3) Mrs. Mukta Vikas Walawalkar

the Partners of

M/s Samartha Development Corporation

in the presence of.....

- 1. ADITI GUPTA ARCHITECT 
- 2. Siddheshwar Kulkarni 
 204 Stamford plaza,
 off Link Road, Andheri(W)
 Mumbai 400053

SIGNED SEALED AND DELIVERED

By the within named


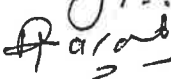
Sri Sitaram Kunte


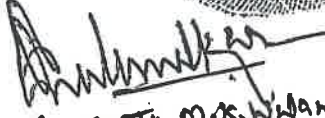
The Municipal Commissioner for Brihan Mumbai

representing



the Municipal Corporation of Brihan Mumbai

in the presence of

- 1. R. B. Zope - EE(MCO) - 
- 2. H. Parab - PA to MC 



 (C.A. To M.K. Walawalkar)












 Municipal Commissioner




 S.E.B.P. (KWN1)


 A.E.B.P. (KWN)

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खंड नंबर

क्षेत्र

धारणाधिकार

चौ.मी.

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मिळकत पत्रिकासुधडलेने क्षेत्र
कमी केले.

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* ३९८६.२ न.भू.क्र.१/२२३अ
चे क्षेत्र सामील

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खंड क्रमांक

नविन धारक (धा)

पट्टेदार (प) किंवा धार (धा)

साक्षात्कृत

खंड क्रमांक

धा.

श्री.स्वामी समर्थ प्रसन्न ओशिवरा पूर्व को.ओ.हौ.सो.लि.
(मॅटर्निटी होम)

मही -

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न.भू.अ.क्र.४, मुंबई.

फे रफार क्र.१९ प्रमाण

मही -

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न.भू.अ. अंधेरी

महानगरपालिका भूखंड (WS) के बृहन्मुंबई महानगर पालिका
द्वारे दिलेला खंड क्र. Acq/WS/FSI-१३२२ दि. २६/६/२०००
खंड क्र. २००० चौ.मी. पावती दि. १७/६/२००० चे नोंदणीकृत
खंड क्र. ३९५१.० चौ.मी. व इकडील आदेश क्र. न.भू.अ.
१/२२२अ/२००० न.भू.क्र. १/२६५, १/२६७, १/२२२ पै. १/२२३ पै/२०००
खंड क्र. २००० अन्वये न.भू.क्र. १/२२२ चे क्षेत्र ४१७०.०० चौ.मी.
व २१९.०० चौ.मी. व १०३.०० चौ.मी. एकूण
३३७२.०० चौ.मी. क्षेत्र कमी करून सदर क्षेत्राच्या अनुक्रमे १/२२२ब व
१/२२२क च्या स्वतंत्र मिळकत पत्रिका बृहन्मुंबई महानगर पालिके
द्वारे दिलेल्या मिळकत क्षेत्र ३९५१.० चौ.मी. कायम केले व
खंड क्र. २००० अ असा शंज बदल केला.

खंड क्र. २००० अ सोसा. लि. चे चेअरमन यांचा अर्ज उपनिबंधक
द्वारे दिलेल्या पत्रिकेच्या पश्चिम विभाग यांजकडील संस्था विभाजनाचा
खंड क्र. २००० अ/वी ओएम/डब्ल्यू/एच एम जी /
१/२००४/२००५ सन २००५ अन्वये " स्वामी समर्थ प्रसन्न ओशिवरा
सोसा लि. हे नांव कमी करून "समर्थ ऐश्वय को.
सोसायटी लि. असे नाव दाखल केले.

धारक -समर्थ ऐश्वय को.ऑपरेटिव्ह हौसिंग
सोसायटी लिमिटेड .



बदल - १५७	
१५२४	२५
२०१६	

मालमत्ता
तालुका/न.भु.मा.का. -- न.भू.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा
शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

क्षेत्र
चौ.मी.

धारणाधिकार

साक्षात्कन

खंड क्रमांक

नविन धारक (धा)
पट्टेदार (प) किंवा भार (भा)

फेरकार क्र. ४२६ प्रमाणे
सही -
१५/०७/२००९
न.भू.अ.अंधेरी

मुंबई उपनगर जिल्हा यांचेकडील आदेश मंजूर अभिन्यास क्रमांक सी/कार्या ३
१२२८ दिनांक २७/५/०९ अन्वये न.भू.क्र. १/२२२अ चे १/२२३ अ चे अनुक्रमे ३९५९.००, ३९८६.२०
१/२२२ अ मध्ये सामील करून त्यांचे क्षेत्र ७९३७.२० चौ.मी. कायम केले व न.भू.क्र. १/२२३अ ची
प्रमाणे रद्द केली.

खरी नक्कल -

न.भू.अ.अंधेरी
मुंबई उपनगर जिल्हा

.....	एकूण नोंदी:.....
.....	नक्कल शुल्क:.....
.....
.....
.....
.....



खरी नक्कल
२९/७/०९
नगर अधिकाारी
अंधेरी.

प्रमाणपत्र

मिळकत पत्रिकेच्या प्रमाणित प्रतीवर दाखल
क्षेत्र ७९३७.२ चौ.मी.
चौ.मी. अक्षरी सात हजार नऊ सशतीस पृष्ठीक दोन द्यांस मात्र
ग्रॅन्ड झीटर हे मुळ मिळकत पत्रिकेवर नमुद केलेल्या
क्षेत्राच्या मेळात असल्याची खात्रीकेली आहे.

अधीक्षक भूमि अधिलेख
मुंबई उपनगर जिल्हा



(पान नं. - २)

बंदर - १५/	
१५२४	२०
२०१३	

8 FEB 2008

C. Gupte, Architect,
Stanford Plaza,
D-65, Off Link Road,
Sandra (West).
Mumbai - 400053.

Sub:- Proposed building on plot bearing C.T.S. No. 1/222A and
1/223A, S.No.41 (Pt.) of Vilalge Oshiwara, Andheri (West),
Mumbai.

Ref: Your letter dated 27.12.2007

There is no objection to your carrying out the work as per amended plans submitted by you vide
letter under reference for which competent authority has accorded sanction, subject to the
following conditions :-

- 1) All the objections of this office I.O.D. under even no. dated 04/11/2007 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 water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 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 tenements.
- 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. framed structures, the external walls shall not be less than 230 mm brick masonry or 150 mm autoclaved cellular concrete block excluding plaster, in accordance with the code circulated under No.CE/5591 of 15.4.1974.
- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through a Licensed Structural Engineer.
- 12) That the condition of revised bye-law 4[c] shall be complied with.
- 13) That the final N.O.C. from C.F.O. shall be submitted.
- 14) That the N.O.C. from E.E.(T&C) shall be submitted.
- 15) That the R.U.T. for not misusing elevation shall be submitted.
- 16) That the testing of building material to be used on the subject work shall be done and results of the same will be submitted periodically.



बदर-१५/	
१५२४	२२
२००८	

That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in proforma.
That the construction work shall be carried out through Lic. Contractor with single establishment.
That the permission is issued under single establishment hence individual selling of shops is not permitted. R.U.T. agreeing for this conditions shall be submitted by owner / developer and same shall be binding on his legal heirs / successors also.

One set of plans in token of approval is enclosed herewith.

Yours faithfully,

— 89 —

8 FEB 2008

Executive Engineer, Building Proposals,
(Western Suburbs) K/West & P Ward

- 1) Owner : Shri. H.M.Tendulkar (Chairman)
Samartha Aishwarya Co.OP.Hsg.Soc.Ltd.,
- 2) Assistant Commissioner. K/West Ward.
- 3) A.E. W. W. K/West Ward.

Forwarded for information please

JW *MWJ/1408*
E.E.B.P.(W.S.) K/West & P Ward.

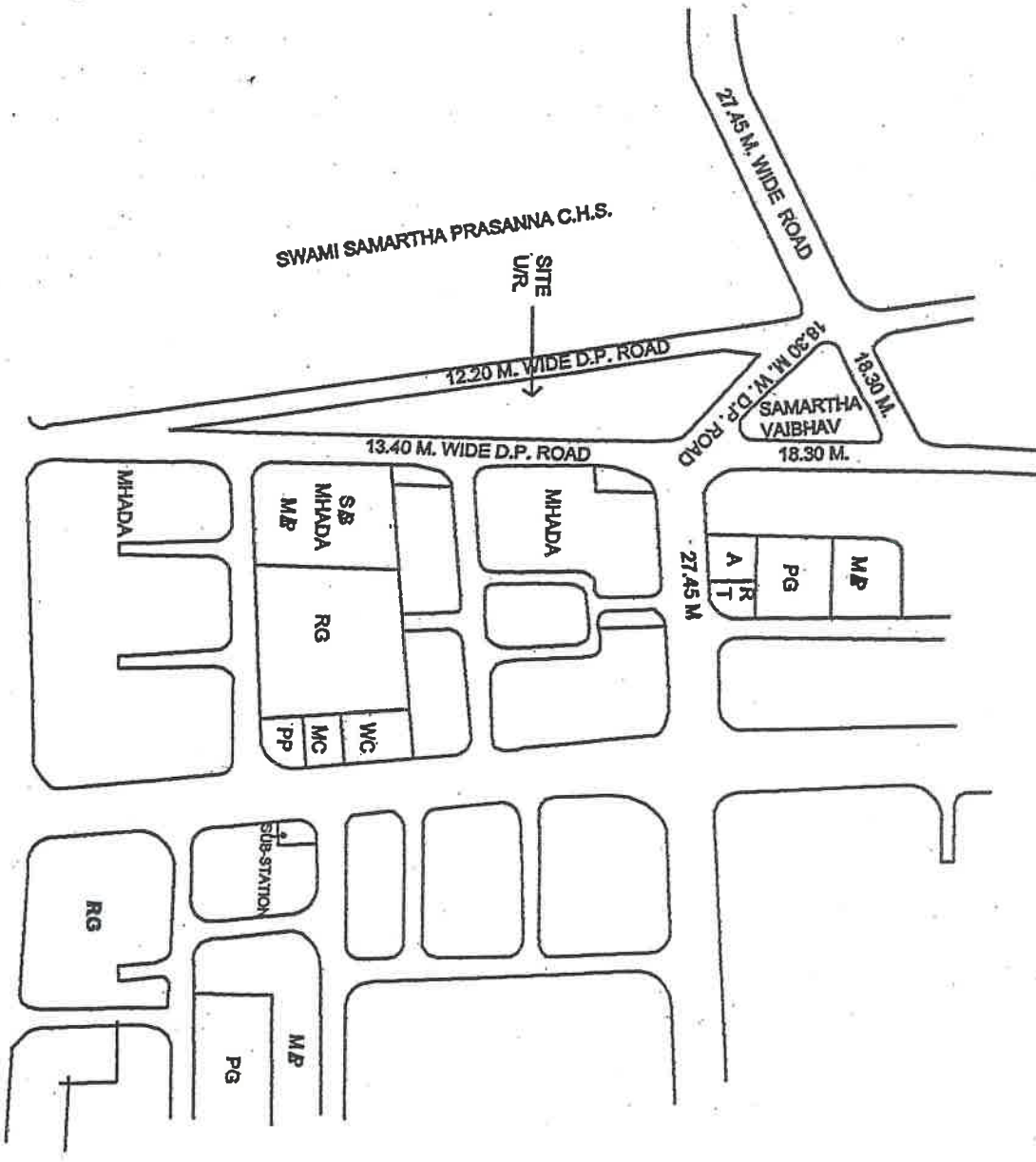


बतर - १५
१५२४
२०१३

LOCATION PLAN

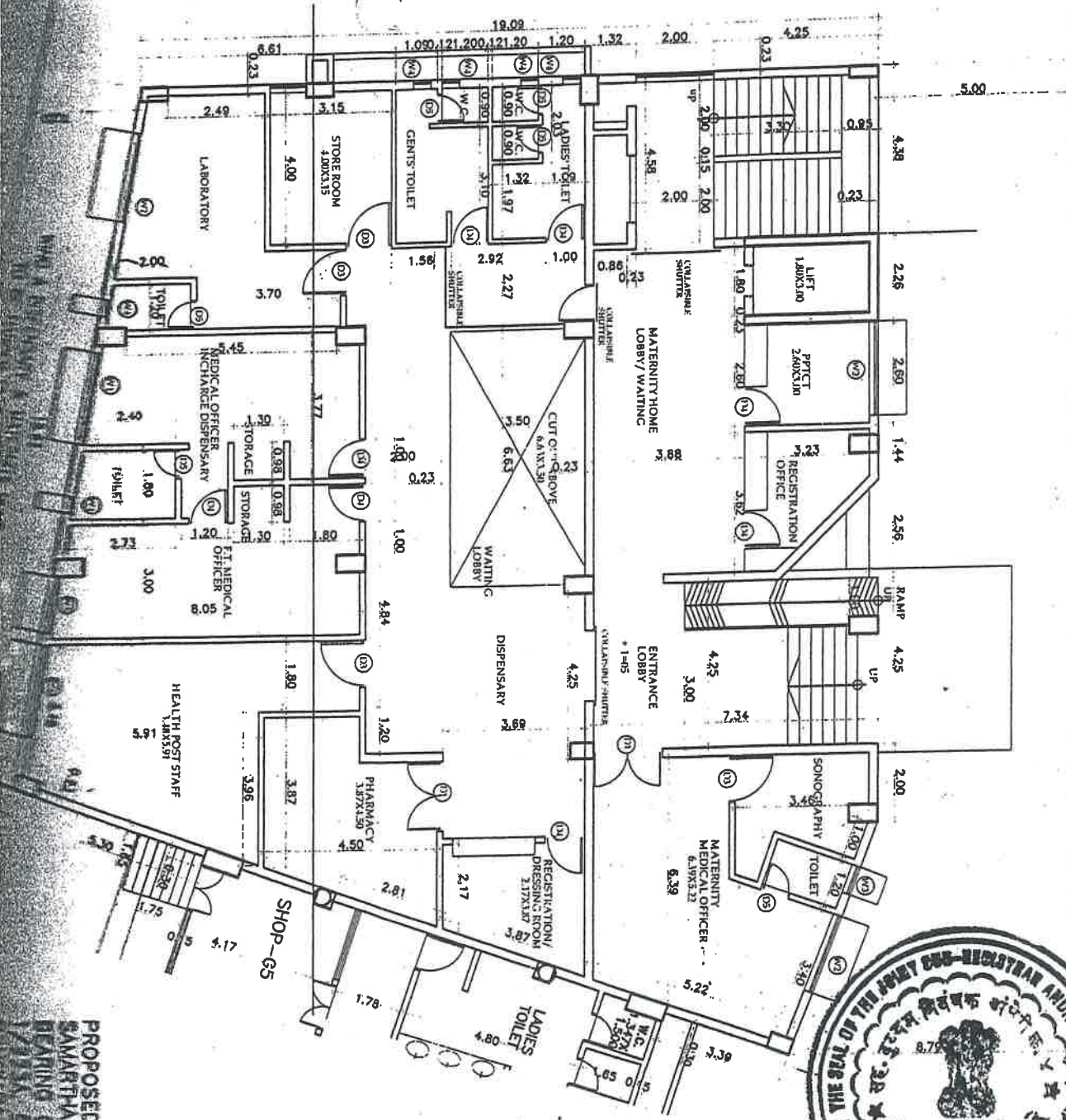


PROPOSED DISPENSARY & MATERNITY HOME ON
 PLOT BEARING O.T.O. NO. 1/222 A & 1/222 A
 AND 1/222 B OF VILLAGER OSHIVANA, ANDHERI (W),
 MUNICIPALITY SAMARTHIA ANIWADVA CHILDRD.



बदर-१५/	
१५२४	३३
२०१५	

12.20 M. WIDE ROAD

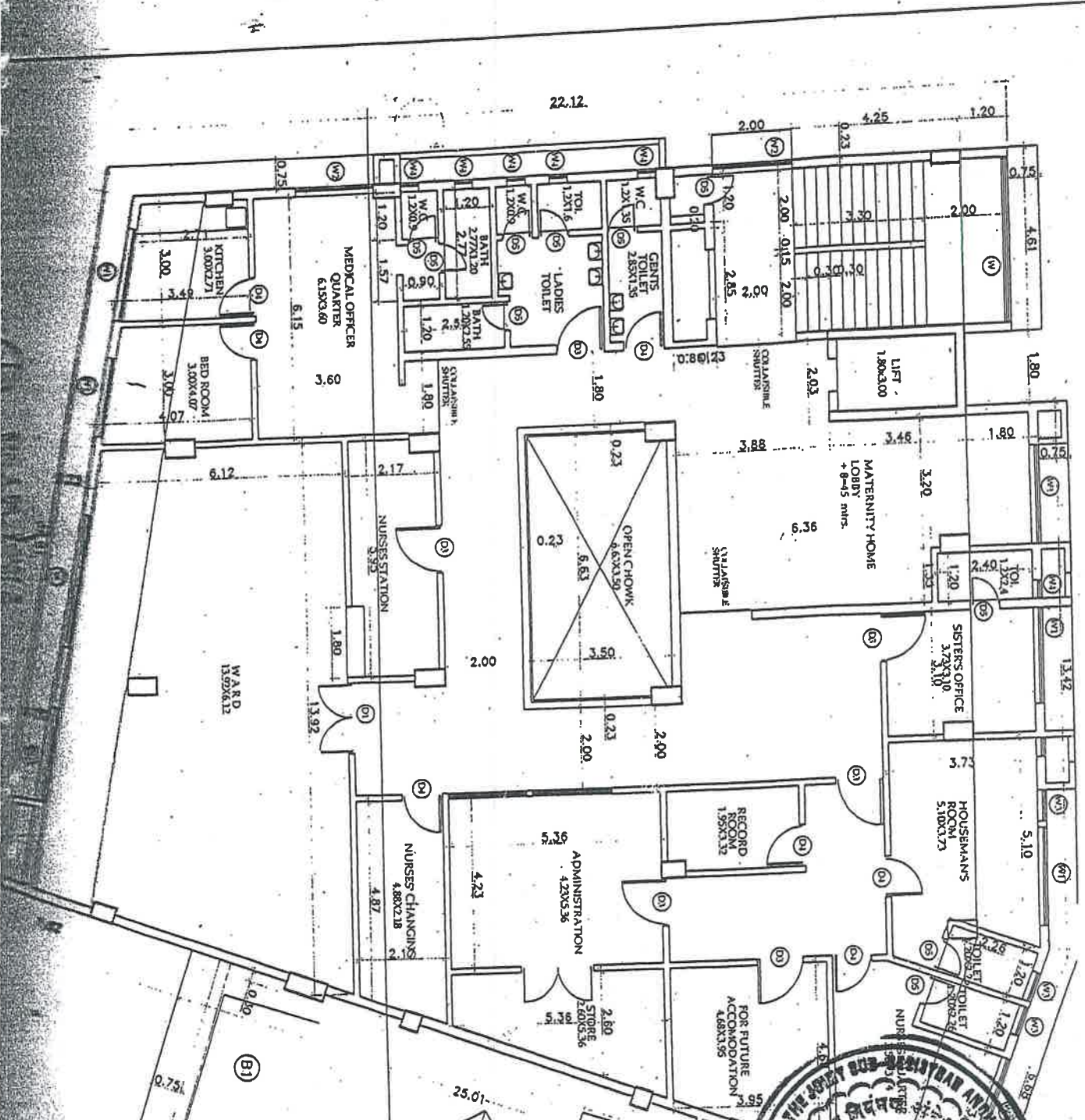


Jayd
S.E.B.R. (KWN1)

Jeet
A.E.B.P (KWN)

104-24/1	
9428	34
२०१३	

PROPOSED DISPENSARY BUILDING AT
SAMARTHA ASHWARIA ON PLOT
BEARING G.T.S. NO. 1/222A
VILLAGE AND AREA OF VILLAGE



22.12.

PROPOSED DISPENSARY BUILDING AT
 SAMARTHA AISHWARYA ON PLOT
 BEARING C.T.S. NO. 1/222A &
 1/223A, S.NO. 41(Pt.), OF VILLAGE
 OSHWARA, ANDHERI (WEST), MUMBAI

AJIT C. GUPTA
 ARCHITECTS & PROJECT CONSULTANTS

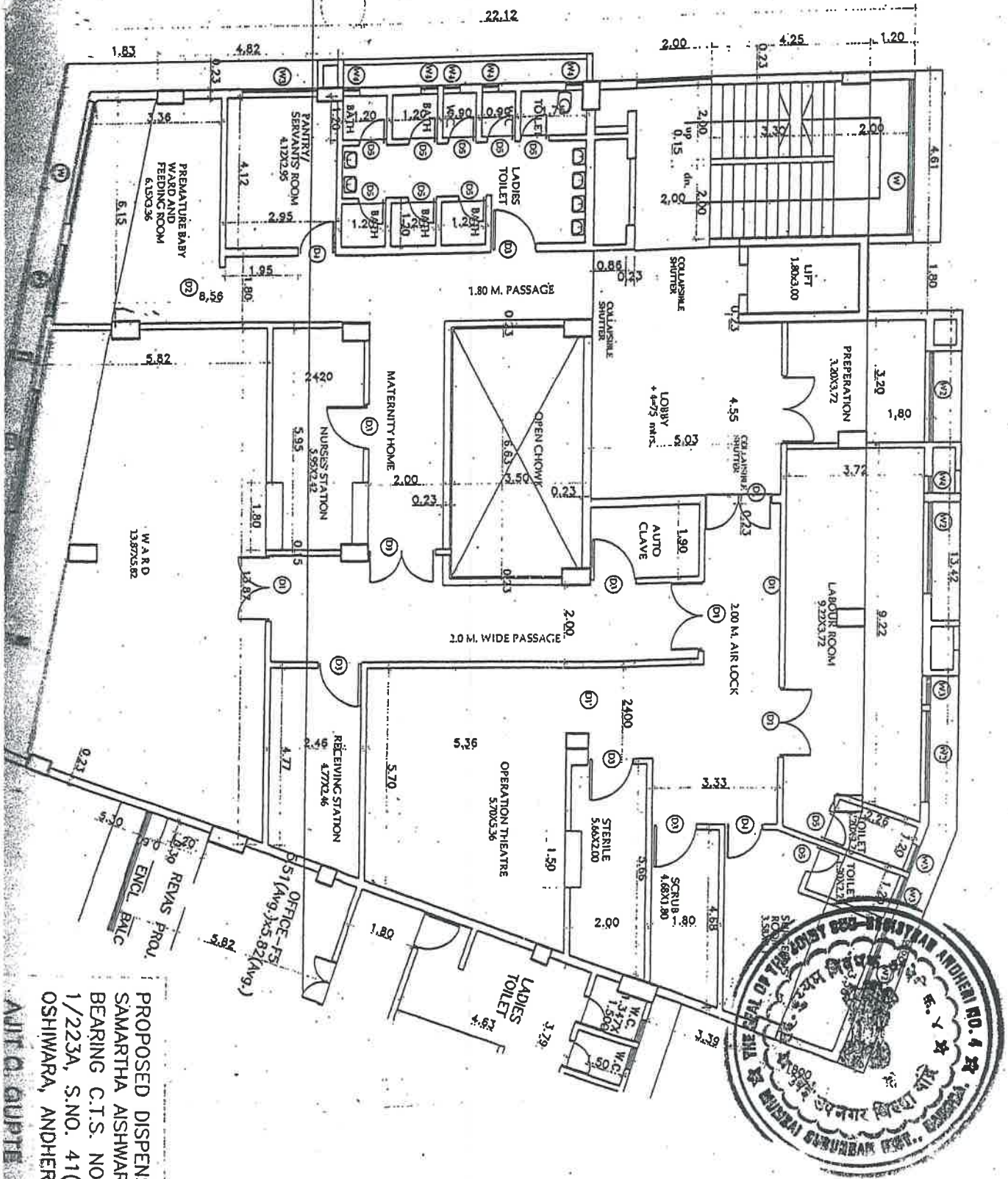


Jayal *Jehin*

S.E.P. (KWN) / 1/222A & 1/223A

9/22 BE

101, Starline Plaza, Ring Road,
 Off. Old Road, Andheri (West),
 Mumbai - 400 053



PROPOSED DISPENSARY BUILDING AT
 SAMARTHA AISHWARYA ON PLOT
 BEARING C.T.S. NO. 1/222A &
 1/223A, S.NO. 41(P1), OF VILLAGE
 OSHIWARA, ANDHERI (WEST), MUMBAI

AJITO GUPTA

S.E.B.P. (KWN1)

AEB.P (KWN)

महं - १५/	
१५२४	४१
२०२३	

PERMANENT ACCOUNT NUMBER
 AAEP59666D

NAME
 UPENDRA ANANT SHETYE

FATHER'S NAME
 ANANT RAMCHANDRA SHETYE

DATE OF BIRTH
 26-04-1962

SIGNATURE

DIRECTOR OF INCOME TAX SYSTEMS



बदर-१५/	
१५२४	४३
२०११	

धारक/लेखा संख्या: /PERMANENT ACCOUNT NUMBER:
AABPW2419C

नाम /NAME:
MUKTA VIKAS WALAWALKAR

पिता का नाम /FATHER'S NAME:
JAGANNATH NARAYAN GALVANKAR

जन्म तिथि /DATE OF BIRTH:
04-08-1961

हस्ताक्षर /SIGNATURE: *[Signature]*

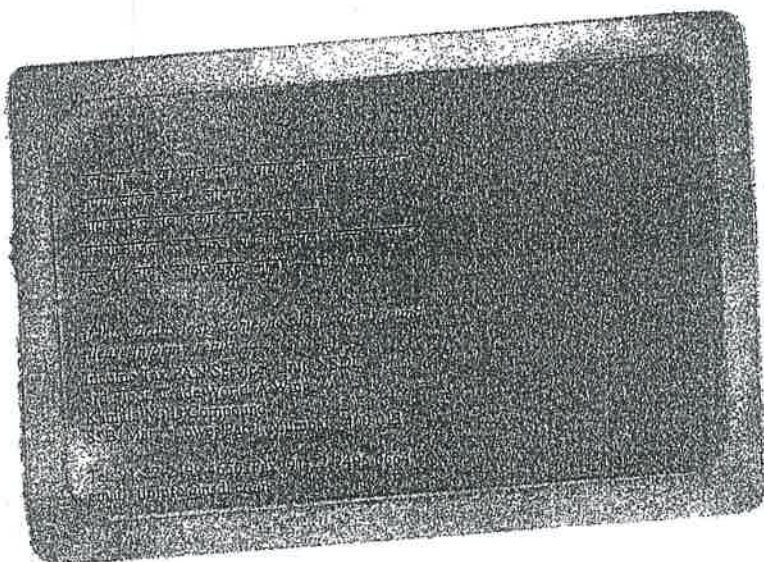
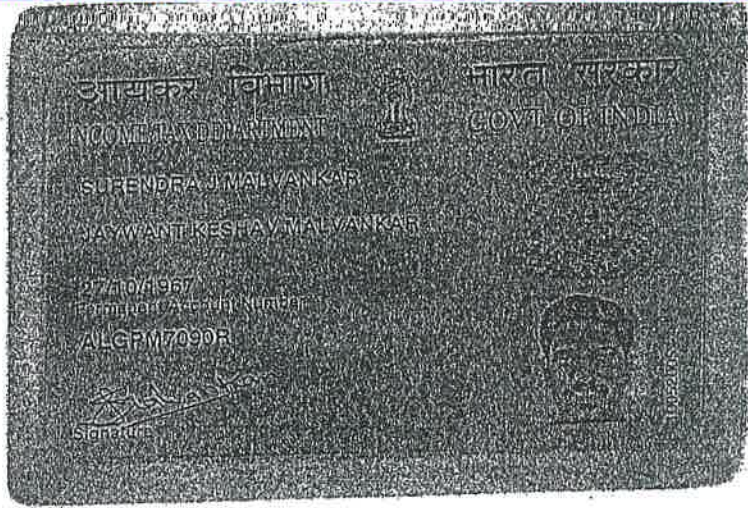
आयकर निदेशक (पद्धति):
 DIRECTOR OF INCOME TAX (SYSTEMS)



बंदर-१५/	
१५२४	४५
२०१३	



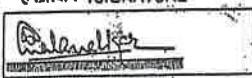


1941-24/	
942N	24
1941	



बंदर-१५/	
१५२४	४९
२०१३	



स्थाई लेखा संख्या / PERMANENT ACCOUNT NUMBER AAIPW7292C		
नाम / NAME VIKAS KAMLAKAR WALAWALKAR		
	पिता का नाम / FATHER'S NAME KAMLAKAR LAXMAN WALAWALKAR	
	जन्म तिथि / DATE OF BIRTH 06-06-1960	
हस्ताक्षर / SIGNATURE 		आयकर अधिकारी (कंप्यूटर केंद्र) Commissioner of Income-tax (Computer Operations)

PARTNER

C



बदर-१५/	
१५२४	५९
२०१३	

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AABPW2420P



नाम / NAME
MALTI KAMLAKAR WALAWALKAR

पिता का नाम / FATHER'S NAME
SADASHIV RAMKRISHNA
TENDOLKAR

जन्म तिथि / DATE OF BIRTH
15-02-1937

हस्ताक्षर / SIGNATURE

M.K. Walawalkar

आयकर निदेशक (पद्धति)
DIRECTOR OF INCOME TAX (SYSTEMS)

C



बंदर-१५/

१५२४

१०१३

PERMANENT ACCOUNT NUMBER
AABFS7753D



नाम / NAME

SAMARTHA DEVELOPMENT CORPORATION

निगमन/बनने की तिथि / DATE OF INCORPORATION/FORMATION

01-08-1978

R. Singh

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

26390 329

इस कार्ड को खो / गिर जाने पर सुध्या जारी करने वाले
आधिकारी को सूचित / सापस कर दे
आयकर निदेशक (पद्धति)
ए. आर. ए. सेन्टर, भूतल
ई-2, झण्डेवाला एक्सटेंशन
नई दिल्ली - 110 055

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



बदर - १५/	
१५२४	५५
१९९५	

2. To represent me before the various Govt. Authorities including Registrar of Assurances at various places and admit execution of the documents mentioned in clause 1 herein.

3. To sign and execute letters, vakalatnamas, plaints, citations and other documents incidental thereto and to lodge such documents in various courts of law.

4. I shall ratify all such acts and deeds performed lawfully by my said Attorney for and on my behalf in pursuance of this presents.

Subscribed on 18th day of
September 1996.

]]]]

M.K. Walawalkar

(Smt. Malati K. Walawalkar)
Deponent

Witnessed by
Sandesh
Advocate



बदर - १५/	
१५२५	१५
२०१३	

पुस्तिका क्र.

9208/९९

पुस्तिका क्र. २९

दस्तावेजाचा/शेजाचा परतपत्राक

दिनांक १५-१२-१९९९

दस्तावेजाचा प्रकार

मुरवणार नावा

सादर अर्जाचा नाव

सीमती माकली व मालाकर

खालापत्रमाणे फी मिळाली

यालाबरोबर

नोदणी फी

नक्कल फी (फोर्सिओ)

पुढाकतीची नक्कल फी

टपोसखर्च

नकला किंवा नामने (कलम १४ ते १७)

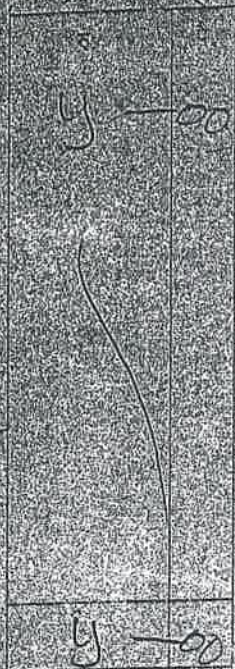
गोध्या किंवा निरीक्षण

दस्त-कलम २५ अन्वये

कलम २७ अन्वये

प्रमाणित नकला (कलम ५७) (फोर्सिओ)

हतर फी (मोगीस मज्जावरील) वाचक



परत केले

दिनांक १५/१२/९९

एकूण

दस्तावेजा

नक्कल

M.K. Walawalkar

रोजी तयार होईल त

नोदणीकृत दफ्तरी माकली जाहल

वा कायलयात दर्ज्यात येईल

दुय्यम निबंधक

दस्तपत्राचा खाली नाव दिलेल्या व्यक्तीच्या

नावे नोदणीकृत दफ्तरी माकली नियम निबंधक मुंबई

हयाती करावा

सादरकर्ता



तद्वर-१५/	
१५२४	९३
२०११	

घोषणापत्र

मी ~~श्री० विकास क. वालावलकर~~ द्वारा घोषित करतो की, दुय्यम
निबंधक ~~अयोधी~~ यांच्या कार्यालयात ~~करारनामा~~ या शिर्षकाचा दस्त
नोंदणीसाठी सादर करण्यात आला आहे. ~~श्रीमती मालती क. वालावलकर~~ व इ. यांनी
दि. 18/12/1996 रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त
नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी
कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मंयत झालेले नाही किंवा
अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून
उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे
कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक : २/०३/२०१३

कुलमुखत्यारपत्रधारकाच नाव
व मही



बदर-१५/	
१५२४	१५
२०१३	

२०१३

- 1 MAR 2013

Office of the Dy.Ch.Engineer,
Building Proposal Department, [W.3]-1
1st Floor, R.K.Patkar Marg, Bandra (West),
Mumbai - 400 050.

To,
Shri Ajit C. Gupte,
Architect,
204, Stanford Plaza,
Plot No.B-65, Off Link Road,
Andheri (W), Mumbai.

Sub : Construction of built up amenity of Maternity Home,
Dispensary & commercial building on plot bearing CTS
No.1/222A, S.No.41 (pt), Oshiwara, Andheri () for
Samartha Aishwarya C.H.S.

gentleman,

As per your letter No.ACG/SAMARTHA AISHWARYA.VI/2013/32 dated
12.2.2013, final Agreement & Deed of Transfer are duly signed by Hon'ble
Municipal Commissioner & and the same are forwarded herewith for registration.

Yours faithfully,

*khir-
11/3/13*

Assistant Engineer,
Building Proposal(W.S.) K/W Ward



अदर-१५१	
१५२४	५२
२०१३	

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRAKASH EKANATH RAUT
EKANATH KASHINATH RAUT

27/03/1983
Permanent Account Number

AGSPR2841N

Signature



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAMAKANT S THARWAL
SHASHIKANT MADHUKAR THARWAL

15/04/1983
Permanent Account Number

AGJPT2529C

Signature



आयकर विभाग
INCOME TAX DEPARTMENT



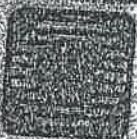
भारत सरकार
GOVT. OF INDIA

RAJESH G BHOSALE
GAJANAN BHIWA BHOSALE

25/12/1983
Permanent Account Number

AQRPB8868Q

Signature



बदर-१५/	
१५२५	ER
१०१३	



02 मार्च 2013 5:26 म.नं.

दस्त गोषवारा भाग-1

वदर15

दस्त क्रमांक: 1524/2013

क्रमांक: वदर15 /1524/2013

तर मुल्य: रु. 00/-

मोबदला: रु. 00/-

ले मुद्रांक शुल्क: रु.100/-

: सह. दु. नि. वदर15 यांचे कार्यालयात
. 1524 वर दि.02-03-2013
5:23 म.नं. वा. हजर केला.

पावती:1624

पावती दिनांक: 02/03/2013

सादरकरणाराचे नाव: समर्थ ऐश्वर्य को ऑप ह्री सो ली चे
चेअरमन श्री उपेंद्र शेठ्ठे

[Handwritten Signature]

नोंदणी फी

रु. 30000.00

दस्ता हाताळणी फी

रु. 1440.00

पृष्ठांची संख्या: 72

जर करणाऱ्याची सही:

एकुण: 31440.00

[Handwritten Signature]
नि.अंधेरी 4



[Handwritten Signature]
सह.दु.नि.अंधेरी 4

प्रकार: करारनामा

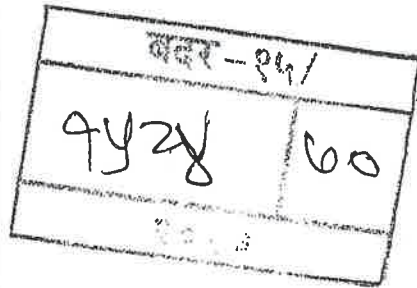
शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा
(दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

: 1 02 / 03 / 2013 05 : 23 : 22 PM ची वेळ: (सादरीकरण)

: 2 02 / 03 / 2013 05 : 24 : 04 PM ची वेळ: (फी)

प्रमाणित करणेत येते की, या
दस्तायध्ये एकूण... 31440.00 पाने आहेत.

सह. मुख्यम निबंधक, अंधेरी क्र.४,
मुंबई उपनगर जिल्हा





न:वदर15/1524/2013

कार :-करारनामा

पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
नाव:समर्थ ऐश्वर्य को ऑप ही सो ली चे चेअरमन श्री उपेंद्र शेठ्ठे पत्ता:प्लॉट नं: प्लॉट नं २ बी, माळा नं: -, इमारतीचे नाव: समर्थ ऐश्वर्य, ब्लॉक नं: अंधेरी वेस्ट मुंबई - ४०००५३, रोड नं: के एल वालावलकर मार्ग, ... पॅन नंबर:AABPS9666D	लिहून देणार वय :-51 स्वाक्षरी:- <i>Atpe</i>		
नाव:समर्थ ऐश्वर्य को ऑप ही सो ली च्या ट्रेझरर श्रीमती मुक्ता वालावलकर पत्ता:प्लॉट नं: प्लॉट नं २ बी, माळा नं: -, इमारतीचे नाव: समर्थ ऐश्वर्य, ब्लॉक नं: अंधेरी वेस्ट मुंबई - ४०००५३, रोड नं: के एल वालावलकर मार्ग, ... पॅन नंबर:AABWP2419C	लिहून देणार वय :-51 स्वाक्षरी:- <i>Mmalakar</i>		
नाव:समर्थ ऐश्वर्य को ऑप ही सो ली चे कमिटी मेंबर दयानंद व्ही शेठ्ठे पत्ता:प्लॉट नं: प्लॉट नं २ बी, माळा नं: -, इमारतीचे नाव: समर्थ ऐश्वर्य, ब्लॉक नं: अंधेरी वेस्ट मुंबई - ४०००५३, रोड नं: के एल वालावलकर मार्ग, ... पॅन नंबर:BIHPS4524H	लिहून देणार वय :-41 स्वाक्षरी:- <i>Dayanand</i>		
नाव:समर्थ ऐश्वर्य को ऑप ही सो ली चे सचिव श्री सुरेंद्र मालवणकर पत्ता:प्लॉट नं: प्लॉट नं २ बी, माळा नं: -, इमारतीचे नाव: समर्थ ऐश्वर्य, ब्लॉक नं: अंधेरी वेस्ट मुंबई - ४०००५३, रोड नं: के एल वालावलकर मार्ग, ... पॅन नंबर:ALGPM7090R	लिहून देणार वय :-46 स्वाक्षरी:- <i>Surendra</i>		
नाव:समर्थ डेव्हलपमेंट कार्पोरेशन चे भागीदार श्री विकास कमलाकर वालावलकर हे स्वताकरिता व भागीदार मालती के वालावलकर तर्फे मुखत्यार पत्ता:प्लॉट नं: ११ए, माळा नं: -, इमारतीचे नाव: सुयश गोखले रोड दादर, ब्लॉक नं: मुंबई -४०००२८, रोड नं: -, ... पॅन नंबर:AABFS7753D	लिहून देणार वय :-51 स्वाक्षरी:- <i>Vikas</i>		
नाव:समर्थ डेव्हलपमेंट कार्पोरेशन चे भागीदार श्रीमती मुक्ता विकास वालावलकर पत्ता:प्लॉट नं: ११ए, माळा नं: -, इमारतीचे नाव: सुयश गोखले रोड दादर, ब्लॉक नं: मुंबई -४०००२८, रोड नं: -, ... पॅन नंबर:AABFS7753D	लिहून देणार वय :-51 स्वाक्षरी:- <i>Mmalakar</i>		
नाव:म्युनिसीपल कमिशनर बृहन्मुंबई यांना भारतीय नोंदणी अधिनियम १९०८ चे कलम ८८ अन्वये कबुली जबाबास सूट पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: -, ... पॅन नंबर:	लिहून घेणार वय :-55 स्वाक्षरी:-		

वदर-१५/	
९५२४	७९
२०१३	



1.0

प्रमाणे मुद्रांक शुल्क

रु.100/-

प्रमाणे नोंदणी शुल्क

रु.30,000/-



013

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 4

दस्त क्रमांक : 1524/2013

नोंदणी 63

Regn. 63m

गावाचे नाव : ओशिवरा

पत्रा प्रकार

करारनामा

ला

रु.0/-

भाव(भाडेपट्ट्याच्या बाबतितपट्टाकारणी देतो की पट्टेदार ते नमुद करावे)

रु.0/-

पत्र,पोटहिस्ता व घरक्रमांक(असल्यास)

41,1/222a, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : , इतर माहिती: जमीन व बांधकाम मंटरनीटी होम १००९.५७ चौ मी व डीस्पेन्सरी ३४०.३८ चौ मी सी टी एस नं १/२२२ए मध्ये ओशिवरा

0.00 चौ.मीटर

रणी किंवा जुडी देण्यात असेल तेव्हा,

वज करुन देणा-या/लिहून ठेवणा-या
पत्राचे नाव किंवा दिवाणी न्यायालयाचा
नामा किंवा आदेश असल्यास,प्रतिवादिचे नाव
पत्रा

1) नाव:- समर्थ ऐश्वर्य को ऑफ ही सो ली चे चेअरमन श्री.उपेंद्र शेठ्ये ;वय: 51;

पत्ता :-प्लॉट नं: प्लॉट नं २ बी , माळा नं: , इमारतीचे नाव: समर्थ ऐश्वर्य, ब्लॉक नं: अंधेरी वेस्ट मुंबई -४०००५३, रं

के.एल.वालावलकर मार्ग

पिन कोड:- 400053

पॅन नंबर: AABPS9666D

2) नाव:- समर्थ ऐश्वर्य को ऑफ ही सो लीच्या इतर श्रीमती मुक्ता वालावलकर ;वय: 51;

पत्ता :-प्लॉट नं: प्लॉट नं २ बी , माळा नं: , इमारतीचे नाव: समर्थ ऐश्वर्य, ब्लॉक नं: अंधेरी वेस्ट मुंबई -४०००५३, रं

के.एल.वालावलकर मार्ग

पिन कोड:- 400053

पॅन नंबर: AABWP2419C

3) नाव:- समर्थ ऐश्वर्य को ऑफ ही सो ली चे कमिटीचे उबर दयानंद व्ही शेठ्ये ;वय: 41;

पत्ता :-प्लॉट नं: प्लॉट नं २ बी , माळा नं: , इमारतीचे नाव: समर्थ ऐश्वर्य, ब्लॉक नं: अंधेरी वेस्ट मुंबई -४०००५३, रं

के.एल.वालावलकर मार्ग

पिन कोड:- 400053

पॅन नंबर: BIHPS4524H

4) नाव:- समर्थ ऐश्वर्य को ऑफ ही सो ली चे सचिव श्री सुरेंद्र मालवणकर ;वय: 46;

पत्ता :-प्लॉट नं: प्लॉट नं २ बी , माळा नं: , इमारतीचे नाव: समर्थ ऐश्वर्य, ब्लॉक नं: अंधेरी वेस्ट मुंबई -४०००५३, रं

के.एल.वालावलकर मार्ग

पिन कोड:- 400053

पॅन नंबर: ALGPM7090R

5) नाव:- समर्थ डेव्हलपमेंट कापोरिशन चे भागीदार श्री विकास कमलाकर वालावलकर हे स्वताकरिता व भागीदार मा वालावलकर तर्फे मुखत्यार ;वय: 51;

पत्ता :-प्लॉट नं: ११ए , माळा नं: , इमारतीचे नाव: सुयश गोखले रोड दादर , ब्लॉक नं: मुंबई -४०००२८, रोड नं:

पिन कोड:- 400028

पॅन नंबर: AABFS7753D

6) नाव:- समर्थ डेव्हलपमेंट कापोरिशन चे भागीदार श्रीमती मुक्ता विकास वालावलकर ;वय: 51;

पत्ता :-प्लॉट नं: ११ए , माळा नं: , इमारतीचे नाव: सुयश गोखले रोड दादर , ब्लॉक नं: मुंबई -४०००२८, रोड नं:

पिन कोड:- 400028

पॅन नंबर: AABFS7753D

वज करुन घेणा-या पक्षकाराचे व किंवा
णी न्यायालयाचा हुकुमनामा किंवा आदेश
यास,प्रतिवादिचे नाव व पत्ता

1) नाव:- म्युनिसीपल कमिशनर बृहन्मुंबई यांना भारतीय नोंदणी अधिनियम १९०७ चे कलम ८८ अन्वये कबुली जबाब ; वय: 55;

पत्ता :-प्लॉट नं: , माळा नं: , इमारतीचे नाव: , रोड नं: , ब्लॉक नं: , मुंबई -४०००२८, रोड नं:

पिन कोड:- 400001;

पॅन नं: ;

वज करुन दिल्याचा दिनांक

11/02/2013

नोंदणी केल्याचा दिनांक

02/03/2013

क्रमांक,खंड व पृष्ठ

1524/2013

पारभावाप्रमाणे मुद्रांक शुल्क

रु.100/-

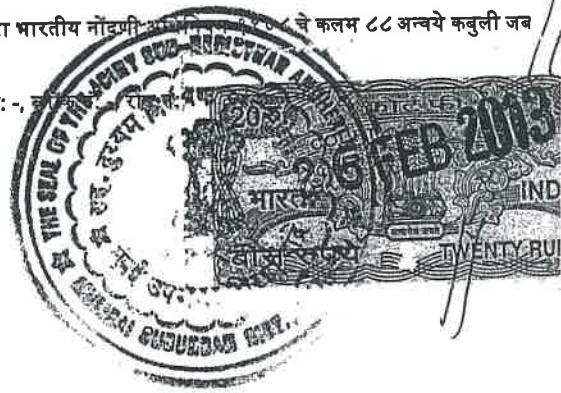
पारभावाप्रमाणे नोंदणी शुल्क

रु.30,000/-

खरी प्रत

Handwritten signature

दुय्यम निबंधक, अंधेरी क्र.४,
मुंबई उपनगर जिल्हा.



GOVT. OF MAHARASHTRA
NOTICE FOR PAYMENT OF LAND REVENUE

Office of Tahasildar Andheri,
D.N. Rd., Near Navrang Talkies
1st Floor, Andheri (W),
Mumbai - 400 058.

Village: 144/195

Date: 27-9-13

Khata No.: Oshimara

Shri. Samarth Aishwarya Co. op. Hsg. Soc.

is informed that the amount of

Rs. 214304 = 00 (Rupees Two lacs fourteen thousand three hundred four) as (Land Revenue N.A, Assessment and other due) 2013 - 2014 as noted below is due from him and same should be paid on or before 7 Day's in the event, if the above amount is not being paid as above, the same will be liable to be recover by coercive measure, together with a penalty of 25 paise per rupees of amount in default subject to a minimum of rupee one.

	Rs.	P.
Arrears	"	"
Fixed	"	"
Miscellaneous	"	"
Notice Fee	"	"

O. K.

PAID BY CHEQUE

No. 941573 Dt. 28/9/13

For Rs. 214304/-

Bank BOM Branch Railor

Total 214304 = 00

- (i) The amount may be paid either in cash or by crossed Cheque in favour of Tahasildar Andheri on or before the aforesaid date along with this notice.
- (ii) The amount may be paid in person or sent by post at the address given above,
- or
- (iii) The amount may be paid in person to the concerned Talathi

Time of Payment: 2 p.m. to 5 p.m.

Note: In case the amount is sent by post don't forget to write Khata No. and Name of Village behind the Cheque.

[Signature]
Tahasildar, Andheri
Mumbai



गाव नमुना नऊ

दैनिक पावती पुस्तक

क्र. 1737

3854838

R. V. 19 m.

महाराष्ट्र शासन (रोजकीर्द व पावती पुस्तक)

गाव- ओशिमरा तालुका- अंधेरा

खाते क्र. 144/195

दिनांक 27-9-13 भोगवटादार/पैसे देणारा समर्थ अश्विनी कोश

हो. सोसा.

एकत्रीकृत जमीन महसूल

थकबाकी	चालू वर्ष म्हणजे 2013				स्थानिक उपकर			
	नियत		संकीर्ण		जिल्हा परिषद		ग्रामपंचायत	
वर्ष	रु.	पै.	रु.	पै.	रु.	पै.	रु.	पै.
			<u>214304</u>				<u>214304</u>	

(अक्षरी) रुपये दोन लाख चौदा हजार अक्षरी

RECEIPT

Received a cheque bearing No. 941573 dated 28/9/13
drawn on Bank of Maharashtra, Ranade Rd. Bank for Rs. (214304 = 00)
Two lacs fourteen thousand three hundred four (In words)
against the Khata No. 144/195 of Village Oshimara Taluka Andheri

dated: 21/10/13
place: Andheri

[Signature]
Talathi

बृहन्मुंबई महानगरपालिका

करनिर्धारण व-संकलन खाते

(Samartha Aishwarya)

मालमत्ता कर देयक

सदर देयक बृहन्मुंबई महानगरपालिका अधिनियम, १८८८ मधील कलम २०० अन्वये जारी करण्यात आले आहे.

लेखा क्रमांक W1514138800000	मालमत्ता करवर्ष 2013-2014	देयक क्रमांक 201310BIL02509058 201320BIL02509059	देयक दिनांक 17/06/2013
कराचे नाव व पत्ता : C/O SAMARTH DEVELOPMENT CORPORATION, 11A/19B, SUYASH, GOKHALE ROAD, DADAR, MUMBAI, 400028		प्रेषक - सह. क. व सं. / विभाग : K/West Ward, Municipal Office Building, Paliram Rd., Off S V Rd. Opp. Andheri Station, Andheri (W), Mumbai 400 058	
मालमत्ता क्रमांक, सदनिका क्रमांक, इमारतीचे नाव / विंग, सी.टी.एस. क्र. / प्लॉट क्र., गावाचे नाव, मार्ग क्र., मार्गाचे नाव, ठिकाण, मालमत्तेचे वर्णन, करदात्याची नावे. /SBYRAMJI JIJIBHOY PVT LTD O CC: M/S SHRI SWAMI SAMARTH PRASANNA CHS LTD HOLDE R OF THE PROPERTY N-5611(ZA/AB) PLOT NO ZA S NO 41 PART CTS 1 PT VILLAGE OSHIWARA LINK RD JOGESHWARI (W) PLOT OF LAND W KW-5611(2A)			
करनिर्धारण दिनांक :	01/04/2007	जलजोडणी क्रमांक :	
गण भांडवली मूल्य : ₹	271388085		
Twenty-Seven Crore Thirteen Lac Eighty-Eight Thousand Eighty-Five Only			
०३/२०१० या तारखे पर्यंतची थकबाकी ₹	291454		
०१/०४/२०१० या तारखे नंतरची थकबाकी ₹	2503539		
कर कालावधी :	01/04/2013 ते 31/03/2014 (सर्व रकम रुपयामध्ये)		
कराचे नाव :	01/04/2013 ते 30/09/2013	01/10/2013 ते 31/03/2014	
साधारण कर	153891	153891	153891
त कर	0	0	0
मलाभकर	96951	96951	96951
निःसारण कर	227758	227758	227758
निःसारण लाभ कर	60016	60016	60016
न.पा. शिक्षण उपकर	56939	56939	56939
न्य शिक्षण उपकर	45398	45398	45398
जगार हमी उपकर	0	0	0
क्ष उपकर	3078	3078	3078
युकर	71559	71559	71559
प्रेम १५२ अ नुसार दंडाची रक्कम :	-	-	-
कूण देयक रक्कम :	715590	715590	715590
सासकीय दंड	0	0	0
हानगरपालिका दंड	0	0	0
जा : तात्पुरत्या देयकांच्या अधिदानाची रक्कम	-	-	-
जा : दंड अधिदानाची रक्कम	-	-	-
कूण भरलेली रक्कम	0	0	0
रयाची निव्वळ रक्कम :	715590	715590	715590
नाची निव्वळ रक्कम :	0	0	0
रपये :	Seven Lac Fifteen Thousand Five Hundred Ninety Only	Seven Lac Fifteen Thousand Five Hundred Ninety Only	Seven Lac Fifteen Thousand Five Hundred Ninety Only
नांक	O. K.	15/09/2013	31/12/2013

PAID BY CHEQUE

No. 941704 Dt. 17/09/2013

For Rs. 783512/-

Bank Baru Branch

