



Maharashtra MAHARASHTRA
132
Paper Officer

श्री. कांचन चंद्रकांत देवदळे
14 MAR 2005
4337
Ravi Surve
K. C. Deochake -
100/-
दिपळा.
शिंदी पुर्वी.

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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT SHALL COME, I
RAVINDRA SURVE Adult Indian inhabitant, residing at B-2-5
Vindavandham, Gavanpada, Mulund (E) Mumbai 400 081 having my
office at Plot bearing C.S. No. 200 Lower Parel Division, Central Railway
Store Lane, Lower Parel, Mumbai 400 016 Proprietor of RAVI SURVE &



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ANNEXURE V

LIST OF AMENITIES WILL BE PROVIDED BY THE BUILDER

COMMON AMENITIES

1. RCC Framed Structure. Stilt + Seven storeys Building.
2. Attractive compound wall with decorative entrance gate.
3. Granite/marble cladding in entrance foyer with Deco-lights fixtures.
4. One Lift of approved make manufactured by reputed company.
5. Interlock pavers all around the building.
6. Paint for external walls of the building.

LIVING ROOM

1. Concealed copper wiring with adequate No. of points including Tel. & Cable points.
2. Spartex Tiled flooring.
3. Veneer finished (one side) flush entrance door with quality fittings.
4. Good quality aluminum sliding window with Glass.
5. Box type safety grill will be provided to windows.

KITCHEN

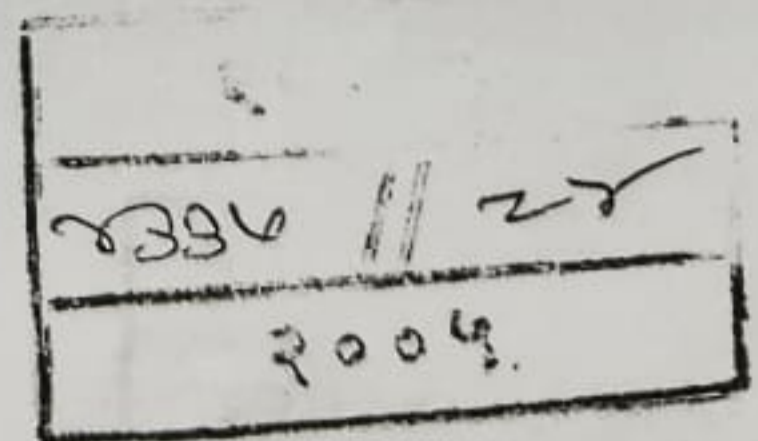
1. Green Marble top kitchen platform with SS sink and colour tiles cladding up to 2 feet and 1.5 feet RCC loft.
2. Concealed copper wiring with adequate No. of electrical points.
3. Spartex Tiles flooring.
4. Aluminum sliding window with Glass.

TOILETS & BATH ROOMS

1. Coloured Tiles up to loft level.
2. Concealed Wiring & Concealed Plumbing with Water heater & H & C water mixture.
3. Wash Basin Indian WC with PVC Flush Tank.
4. Coloured Backelite sheet PCA aluminum doors frame.

AMENITIES TO SHOPS

The Flooring of Shops will Kota Stones and Rolling Shutter will be provided to Door.



(Handwritten signature)

Amir

संख्या 233104

शहर मुख्यालय नामा आज तारीख 23/3/04 रोजी
भी. नं. 210/4 येथे 23/3/04 रोजी 11:30 वाजेस
कोर्ट स्टेज जिथे 1. कोर्ट येथे स्टॅंडा के कोर्टाचे
मु. 99

घांती माझ्या समक्ष सादरित करून दिला म त्यांच्या
मोकळीपेची 1. श्री. 2) रजिटर इतके प्रती वकीलप्रमाणे
2) प्रस्ताव मध्ये 11/3/04 मध्ये 11/3/04 मध्ये 21

घांती माझी खात्री पटविली.
वधियेबाबत की द. 24/3/04 मिळाली.
मास 23/3/04.

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Witness

- 1) ISQsurva
- 2) Purva



Amir
सह दुय्यम निबंधक
बंबई शहर क्र. 2.

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In witness whereof I have put my hand this 23rd day of March 2005

SIGNED, SEALED AND DELIVERED BY THE
WITHINMAED SHRI RAVI SURVE
FOR RAVI SURVE & ASSOCIATES



Surve



SPECIMEN SIGNATURE OF
ATTORNEY
VINAY K. PHADNIS



Vinay K. Phadnis



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Whereas I am developing the property bearing C.S. No. 200 Lower Parel Division at Central Railway Store Lane, Lower Parel, Mumbai 400 011. There are several documents like Agreement for Sale, Supplementary Agreement, Agreement for Permanent Alternate Accommodation to be lodge for registration in the office of the Sub Registrar at Mumbai

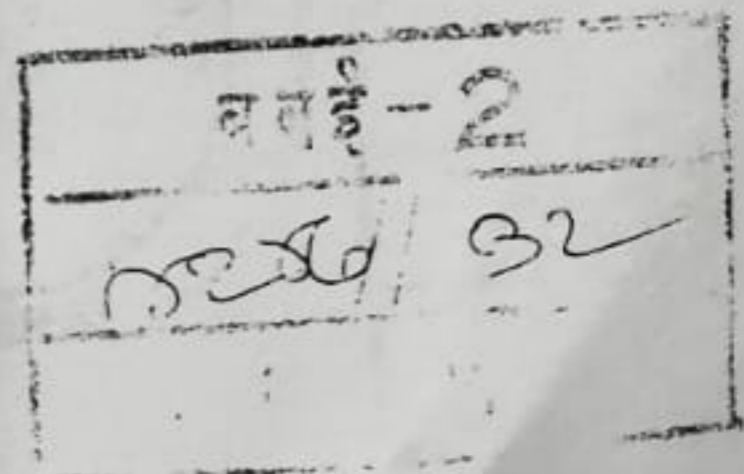
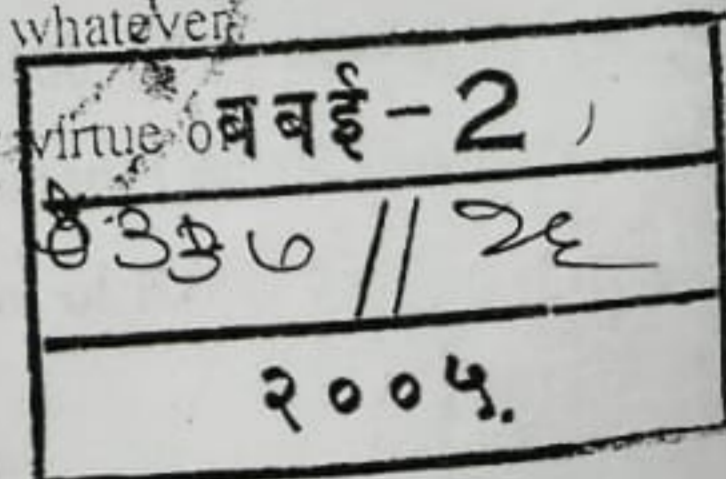
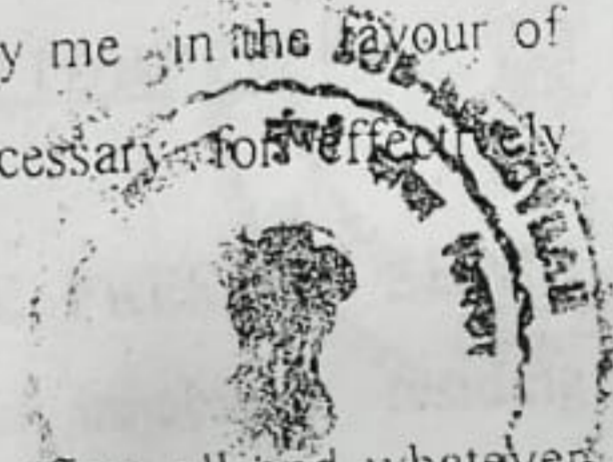
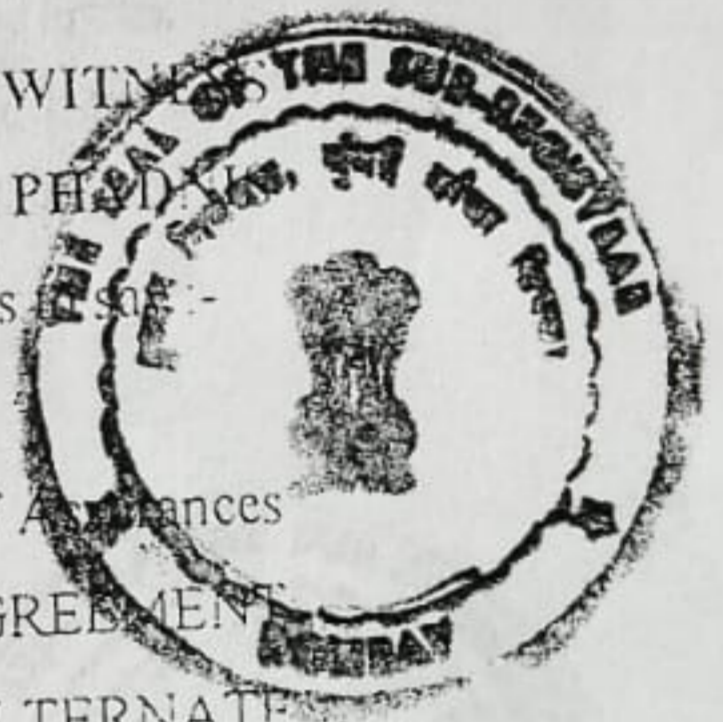
I am unable to appear before Sub Registrar for admitting the execution of the Agreements related to Property more particularly mentioned in the schedule.

I am therefore desirous of appointing VINAY KASHINATH PHADNIS as Attorney to attend the Office of the Sub Registrar, to admit execution of the agreements on my behalf and which the said Attorney has agreed to do

NOW KNOWN YOU ALL AND THESE PRESENTS WITHIN THAT I do hereby nominate, constitute and appoint VINAY K PHADNIS to be my true and lawful attorney for the purpose expressed that is to-wit:-

1. To present and lodge in the office of the Sub-registrar of Assurances at Mumbai and to admit execution of the DOCUMENTS, AGREEMENT FOR SALE, RECTIFICATION, PERMANT ALTERNATE ACCOMMODATION, AGREEMENT, executed by me in the favour of tenants, purchasers, and to do all acts, things necessary for effectively registering the said Agreements.

2. AND I DO HEREBY agree to ratify and confirm all and whatever my said Attorney shall or purport to do or cause to be done by virtue of these presents.



work has started and the same is in progress. A copy of the Commencement Certificate is hereto annexed and marked as Annexure 'III'.

m) Shri T.S. Tendolkar, Advocate, High Court has investigated the title and certified that the title of the said property is clear and marketable. A copy of the Title Certificate is hereto annexed and marked as Annexure 'IV'.

n) The Developer has appointed Mr. Shantilal Jain, structural engineer of M/s Struct Bombay Consultant, for preparation of structural design and drawings of building and Developer accepted the professional supervision of the Architect and Structural Engineer till the completion of the said building.

o) All the 15 Tenants interalia including the Chief Promoter and their Constituted Attorney had executed individually the Agreements with 'DEVELOPER' & also Development Agreement dated 05.10.2004 executed between 'THE PROMOTORS' of proposed Society & 'THE DEVELOPER' is the part and parcel of this Agreement and it will never be terminated, cancelled or revoked in any circumstances whatsoever if the work is carried out in accordance with the D.C.R.33(7).

p) The Developer has complied with all the formalities regarding formation and Registration of Co. Op. Society with the Office of Registrar of Society bearing all expenses himself. The name of the Registered Society is

_____ under Registration No. _____

q) The Tenants of Shri Ganesh Kripa Co. Op. Housing Society (Proposed) has been desirous to entrust the task of construction and erection of the building on the said property thereby demolishing the existing structures with the firm promises and assurances by the Developer, the party of the 'ONE PART' will provide suitable permanent alternate accommodation free of cost to the Tenants in the existing site as per the approved and sanctioned plan.



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r) And 'THE TENANT' the member of Shri Ganesh Krupa Co. Op. Housing Society (proposed) herein was tenant in the said Municipal Property C.No.200 known as Lanjekarwadi is in exclusive possession and occupation of the Room No. 5 and was paying Rent of Rs. 76.00 per month to the Municipal Corporation of Greater Mumbai.

s) 'THE DEVELOPER' had agreed to allot the to 'THE TENANT' herein on ownership basis self contained Flat /Shop No. 205 on 2nd floor admeasuring about 280 '00Sq.Ft.Carpet, in the composite building to be constructed, in lieu of surrendering his old tenanted premises occupied by him, free of cost on the terms and conditions more particularly put in to writing as under.

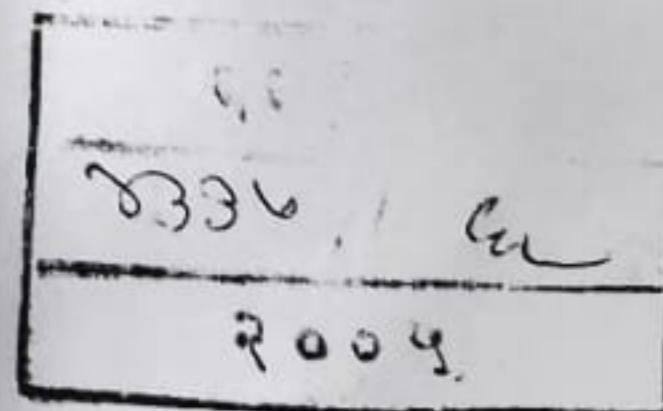
t) In pursuant to the aforesaid, the approval and the permissions to the Developer has agreed to start a construction of the Building in the name ad style of "SHREE GANESH TOWER" on the said property more particularly described in the First Schedule written hereunder.

u) The Developer had agreed to provide all the amenities in the newly constructed premises to the Tenant. A list of the amenities is hereof annexed and marked as Annexure V.

q) The Developer has agreed to allot and give free of cost on ownership basis Flat/Shop to 'THE TENANT' (hereinafter referred to as the said Flat / Shop as 'PREMISES') (as shown in the plan hereto annexed and marked as Annexure VI) as duly agreed unanimously the Area & location of the Flat / shop by the Tenant and their Society as per the allotment draw annexed in the Development Agreement dated 05.10.2004 enclosed herein again as Annexure No. VII on the terms and conditions more particularly reduced into writing as under:

NOW THESE PRESENTS WITNESS THAT IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:

1. The Developer shall, under normal conditions construct the said building "SHREE GANESH TOWER" as per the aforesaid sanctioned building plans.



prospective purchaser of the Developer as per his choice. The Society have also appointed M/s RAVI SURVE & ASSOCIATES as their Constituted Attorney to do various acts, deed and things inter-alia including developing the said property. In this regards the Power of Attorney document & Agreement between Society and Developer have been duly executed and notarized on 25.10.2004.

i) The redevelopment proposal of the Society submitted through their Architect M/s S.G. Dalvi & Associates on 12.05.2003 has been approved by the Improvement Committee & Municipal Corporation of Greater Mumbai vide Resolution No.121 of 27.10.2004 and 782 of 28.10.2004 respectively annexed as Annexure 'I'.

j) The Asstt. Commissioner (Estates), Municipal Corporation of Greater Mumbai, issued LETTER OF INTENT for Redevelopment vide their letter No.AC/Estates/13205/AO(Soc) dated 04.11.2004 have granted permission in L.O.I. to the Society for the Redevelopment Scheme under DCR 33(7). The original 15 tenants will be accommodated free of cost on ownership basis the site as per Govt. norms and balance area is for sale in the open market constructing the building. The letter was address to Society & copy endorsed to M/s Ravi Surve & Associates. The zerox copy of LOI is annexed as Annexure "I".

k) The Executive Engineer Building Proposal City I, vide his letter No.EB/851/GS/A of 2004-2005 dated 04.01.2005 issued an Intimation of Disapproval (I.O.D.) under Section 346 of Corporation Act, address to Ravindra T.Surve, the proprietor of Ravi Surve & Associates and Constituted Attorney of Shri Ganeshkripa Co.op.Hsg. Society. A copy of IOD is hereto annexed and marked as Annexure 'II'.

l) The Asst. Engineer Building Proposal (City)/(E&R)/II, vide their letter No.EEBPC/851/GS/A of 18/01/2005 issued Commencement Certificate to Shri Ravindra T. Surve, proprietor of M/s Ravi Surve & Associates and Constituted Attorney of Shri Ganeshkripa Co.op.Hsg.Society. Accordingly, the construction

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e) The Chief Promoter & Promoters of Shri Ganeshkrupa Co-op.Hsg.Society (proposed) were elected unanimously by 15 tenants / occupants of the proposed society who are in use, occupation and exclusive possession of piece & parcel of land bearing Cadastral Survey No. 200 admeasuring 518.40 Sq.Mts. equivalent to 620 Sq.Yards situated at Lower Parel Division of G (South) Municipal Ward, Central Railway Stores Lane, Near Lower Parel Bridge (East), Lower Parel, Mumbai 400 013 known as Lanjekar Wadi.

f) The members of the Shri Ganeshkrupa Co-op.Hsg.Society (proposed) have decided to go for Redevelopment of said property under D.C.R. Scheme 33(7) to enable the existing tenants to get newly constructed premises instead of old dilapidated rooms in their possession. For this purpose the Society have called a meeting on 01.12.2002, and appointed M/s S.G. Dalvi & Associated as Architect having their office at Gr.Floor Abhyasika, Snehadeep Co.op.Hsg.Society, Vithal Chavan Marg, Parel, Mumbai 400 012 and entrusted with them the work of Redevelopment Scheme.

g) The Shri Ganeshkrupa Co.op.Hsg.Soc. (proposed) have filed the Redevelopment Scheme proposal on 12.05.2003 to the Municipal Corporation of Greater Mumbai through their Architect M/s S.G. Dalvi & Associates for purpose of the Redevelopment of the said property under the DCR 33(7) Scheme.

h) The members of the Shri Ganeshkrupa Co.op.Hsg. Society (proposed) were desirous to entrust the task of construction and erection of the building on the said property and provide an alternate accommodation free of cost on ownership basis, in lieu of their existing premises to the existing members and therefore the society called Special General Body Meeting held on 26.05.2004 and unanimously decided to appointed M/s RAVI SURVE & ASSOCIATES as BUILDER / DEVELOPER to implementation of the said Redevelopment scheme of the Society to provide alternate newly constructed Flats as per provision of the Redevelopment Scheme and liberty to sale balance F.S.I. to

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Indian Inhabitant, of Mumbai, the Tenant of Municipal Corporation of Greater Mumbai, presently having address at Room No./ Shop No. 5 Municipal Patra Chawl, Lanjekar Wadi, G.I.P. Store Lane, C.S.No.200, Lower Parel, Mumbai 400 013, hereinafter referred to as 'THE TENANT' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean his / her / them / their respective heirs and assignees) being the party of the 'OTHER PART'.

WHEREAS :

- a) The property bearing C. S. No. 200 of Lower Parel Division was acquired for construction of Delisle Road Over Bridge as per G. R. No. 503 of 20/01/1913 and since then the said property stands in the name of the Municipal Corporation for the City of Mumbai.
- b) Prior to 1940 two Patra Chawls were constructed on the said property and then came to known as Lanjekar Wadi Patra Chawl and since then the persons started occupying the said building. There are 15 tenants who have occupied their rooms the said premises and started paying monthly rent there in after to Municipal Corporation of Greater Mumbai and became tenants of M. C. G. M.
- c) The structures became very old and required to be redeveloped, the Lanjekar Wadi Chawl Committee called the meeting of the 15 residence / occupants of Lanjekar Wadi on 25th June 2002.
- d) The another meeting was called thereafter on 21st July, 2002 of 15 tenants / occupants of Lanjekar Wadi Patra Chawl Committee. In the meeting it was agreed in majority to dissolved the Lanjekar Wadi Chawl committee and formed a new Co-operative Housing Society under the name & style as Shri Ganeshkripa Co-operative Housing Society (Proposed) consisting of 11 residential tenants and 4 shop keepers. All the tenants also unanimously elected the Chief Promoter and Promoters & Members for the working of the Society.

