Page No. 192 to 207



2) Plumbing provision for water purifier to be made in the kitchen.

**S. RAILINGS & SAFETY GRILL**

1. Railings, wherever provided, will be as per best industry standards and design keeping in mind the asthetics and quality both.

2. Developer to provide for standard safety grill design which will be mandatory for all owners who intend to install a safety grill on their windows.

**T. AIR-CONDITIONING**

1) Provision for split until air-conditioning will be made for living room and bedrooms.

2) Provision to be made in the form of sleeves/ core-cuts, in wall or beam faces for routing of AC drain & condensate lines.

3) Provision of electoral point and switch also to be made. Location of out-Door unit also be identified.

4) Identified locations for out-door units to be in a manner that allows fo adequate fresh air intake and avoids short cycling.

**U. ELECTRICAL POINTS**

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1) All wiring to be copper based.

2) All DBs & MCBs to be of reputed makes like Legrand, Schneider, Siemens or equivalent.

3) Fan points mentioned include regulators.

4) Additional Electrical points will be provided at extra cost if required by any member.

5) All electrical points & fixtures which are exposed to the exterior must be IP rated. For example, switches and lights in utility and balcony areas.

6) Electrical layouts to be shared with society for review.

Page No. 183 to 207



# ANNEXURE - XIII

**Consent Letter**

Date: _____

From,
**The Members,**
**Kandivali Sanghvi Co-operative Housing Society LTD,**
Sanghvi Apartments, Kamla Nehru X Road No. 1,
Kandivali (West), Mumbai 400 067.

To,
**M/S. Tamos Associates,**
1001, AL TAHERI, Church Road,
Andheri Kurla Road, Opp. Airport Metro Station,
Andheri East, Mumbai 400059.

Sub: Consent by the Members for the Redevelopment of the Society Property situated at Sanghvi Apartments, Kamla Nehru X Road No. 1, Kandivali West, Mumbai 400067 by demolition of the existing building Sanghvi Apartments. (**"SAID PROPERTY"**).

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Sir,

The society and its members have unanimously after negotiation that took place between the parties have approved the appointment of M/s. Tamos Associates, a Partnership Firm as the Developer of the Society Property vide Resolution passed at the Special General Meeting Body dated 7th March 2021 on the basis of Offer Letter dated 8th February 2021 and a Revised Offer Letter dated 16th March 2021

Accordingly, we the undersigned, the registered Shareholders and Members of Kandivali Sanghvi Co-operative Housing Society LTD, are executing this Consent Letter to record our consent and confirmation for re-development of the Society Property mentioned through M/s. Tamos Associates. We undertake to extend our full co-operation as may be required in signing and executing all required documents including timely vacating of our respective premises for facilitating the demolition of the Existing building and redevelopment of the said property. We hereby authorize the Committee Members to execute all the documents as may be required for proceeding further with re-development of the said property including the Development Agreement, Power of Attorney, and all incidental documents in connection thereto.

We are aware that M/s. Tamos Associates shall be undertaking re-development under the provisions of the DCPR, 2034 under DCR 33 (7)(B) in accordance with the sanctioned plans approved by MCGM and that the Members are to be re-accommodated in the proposed building to be constructed on the property by utilizing and consuming the entire FSI potential of the property.

Page No. 184 to 204



## ANNEXURE - XIII

We are aware that M/S. Tamos Associates will be undertaking the redevelopment on the following terms and as and by way of acceptance we have signed and executed this Consent Letter:

1. ***Additional Carpet Area:***

At present in the Existing Building there exist 82 Nos. of Residential Premises which in aggregate are occupying an area admeasuring **27465 sq. ft.** carpet area. M/S. Tamos Associates shall provide 21% additional carpet area over and above the Existing Carpet Area in use occupation and possession of the Members of the Building occupying residential premises as per its Offer Letter. Thus, as far as Residential Premises are concerned the total residential area that would be allotted for Residential Members shall be **33232 sq. ft.** carpet area.

The Area of the New Premises that will be provided by M/S. Tamos Associates to the Members, Residential, is mentioned and recorded in the table below:

| Member No. | Sr. No. | NAME OF THE MEMBER | FLAT NO. | SHARE CERTIFICATE NUMBER | OLD AREA CARPET SQ.FT. | NEW AREA CARPET SQ.FT. |
|---|---|---|---|---|---|---|
| | 1 | Mrs. Madhuben B. Mehta | G-1 | 1 | 116 | 140 |
| | 2 | Mr. Bharat J. Mehta | | | | |
| | 3 | Mr. Bharat Jivanlal Mehta | G-2 | 2 | 175 | 212 |
| | 4 | Mrs. Madhuben B. Mehta | | | | |
| | 5 | Smt. Nirmalaben Dhirajlal Bhuta | G-3 | 3 | 171 | 207 |
| 4 | 6 | Smt. Arunaben Bhupatrai Bhuta | G-4 | 4 | 175 | |
| 5 | 7 | Mr. Kirit Gordhandas Kapadia | G-5 | 5 | 175 | |
| 6 | 8 | Shri Rohit P. Modi | G-6 | 6 | 175 | 212 |
| 7 | 9 | Mr. Hardik Deepak Mehta | G-7 | 7 | 175 | 212 |
| 8 | 10 | Shri Ashvin Ramniklal Jani & | G-8 | 8 | 175 | 212 |
| | 11 | Smt. Asmita Ashvin Jani | | | | |
| | 12 | Mrs. Dharmistha M. Somaiya | G-9 | 9 | 175 | 212 |
| | 13 | Mrs. Priya K. Somaiya | | | | |

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DISTRICT BORIVALI

THE SEAL OF THE SUB-REGISTRAR OF ASSURANCES MUMBAI SUBURBAN DIST. (BANDRA)

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15 16 17 18 19 20 21 22 23 24 25 26 27 28
29 30 31 32 33 34 35 36 37 38 39 40 41
42 43 44 45 46 47 48 49 50 51 52 53 54
55 56 57 58 59 60 61 62 63 64 65 66 67
68 69 70 71 72 73 74 75 76 77 78 79 80
81 82 83 84 85 86 87 88 89 90 91 92 93
94 95 96 97 98 99 100 101 102 103 104 105
106 107 108 109 110 111 112 113 114 115 116
117 118 119 120 121 122 123 124 125

Page No. 185 to 207



## ANNEXURE - XIII

| | | | | | | |
|---|---|---|---|---|---|---|
| 10 | 14 | Mr. Chirag Pankaj Bhuta | G-10 | 10 | 175 | 212 |
| 11 | 15 | Shri PallavJayantilal Valia | G-11 | 11 | 175 | 212 |
| 12 | 16 | Shri Rajesh J. Mehta | G-12 | 12 | 175 | 212 |
| | 17 | Shri Rajesh B. Shah Huf | | | | |
| 13 | 18 | Shri. Jayesh B. Shah & | G-13 | 13 | 175 | 212 |
| | 19 | Shri Rajesh J. Mehta | | | | |
| 14 | 20 | Miss BhaviKirit Kapadia | G-14 | 14 | 175 | 212 |
| | 21 | Mr. KiritGovardhandas Kapadia | | | | |
| 15 | 22 | Mr. Sudhir Shankar Chavan | G-15 | 15 | 175 | 212 |
| | 23 | Mr. Santosh Gulabrao Mane | | | | |
| 16 | 24 | Smt. Ranjanben M. Modi | G-16 | 16 | 175 | 212 |
| 17 | 25 | Parul Mayur Gadoya | G-17 | 17 | 175 | 212 |
| 18 | 26 | Mr.Pankaj T Dedhia | G-18 | 18 | 175 | 212 |
| | 27 | Mrs.Minal P. Dedhia | | | | |
| 19 | 28 | Mrs. Geeta Kanubhai Darjee | G-19 | 82 | 175 | 212 |
| 20 | 29 | Shri Niranjan Nemchand Botadara | G-20/21 | 20 | 304 | 363 |
| 21 | 30 | Mrs. Bhavnaben U. Patadia | G-22/23 | 21 | 341 | 413 |
| | 31 | Mr. Ujamshi A. Patadia | | | | |
| 22 | 32 | Smt. Mahesh Ramnlal Pandya | G-24 | 22 | 186 | 225 |
| 23 | 33 | Shri Nilesh Jayantilal Parekh | G-25 | 41 | 172 | 208 |
| | 34 | Shri Manish Jayantilal Parekh | | | | |
| 24 | 35 | Shri Bhaskar Keshurdas Parekh | G-26 | 83 | 172 | 208 |
| 25 | 36 | Smt. Minaxi Suresh Valia | G-27 | 23 | 200 | 242 |
| 26 | 37 | Mrs. Shobha Vijay Sedani | G-28 | 24 | 200 | 242 |
| | 38 | Mr. Bhavin Mahesh Modi | | | | |
| 27 | 39 | Shri IndravadanKuvarjiGalia | G-29 | 25 | 200 | 242 |
| | 40 | Smt. Varshaben I. Galia | | | | |
| 28 | 41 | Shri Satish Gopalji Oza | G-30 | 84 | 200 | 242 |
| 29 | 42 | Mr. PakajNanalal Mehta | G-31 | 42 | 200 | 242 |

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THE SEAL OF THE SUB-REGISTRAR OF ASSURANCES MUMBAI SUBURBAN (BANDRA) NO. 6

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15 16 17 18 19 20 21 22 23 24 25 26 27 28
29 30 31 32 33 34 35 36 37 38 39 40 41 42
42 43 44 45 46 47 48 49 50 51 52 53 54
55 56 57 58 59 60 61 62 63 64 65 66 67
68 69 70 71 72 73 74 75 76 77 78 79 80
81 82 83 84 85 86 87 88 89 90 91 92 93
94 95 96 97 98 99 100 101 102 103 104 105
106 107 108 109 110 111 112 113 114 115 116
117 118 119 120 121 122 123 124 125

Page No. 186 to 207



## ANNEXURE - XIII

| | | | | | | |
|---|---|---|---|---|---|---|
| 30 | 43 | AMIT Yogesh Mehta | G-32 | 43 | 200 | 242 |
| 31 | 44 | Smt. JasumatiKrishnakant Sanghvi | G-33 | 27 | 200 | 242 |
| 32 | 45 | Shri Nagindas Tribhovandas Sanghavi | G-34 | 28 | 200 | 242 |
| 33 | 46 | ANKITDilipkumar H Pandya | G-35 | 29 | 200 | 242 |
| 34 | 47 | Mr. Tushar Indravadan Shah | G-36 | 30 | 193 | 234 |
| | 48 | Mrs. Deepa Amish Shah | | | | |
| 35 | 49 | Shri Deepak Ramniklal Jani | G-37 | 31 | 193 | 234 |
| | 50 | Smt. Daksha Deepak Jani | | | | |
| 36 | 51 | Shri Bhavesh Prataprai Mehta | G-38 | 32 | 193 | 234 |
| | 52 | Smt. Mamta Bhavesh Mehta | | | | |
| 37 | 53 | Kirit G. Kapadia Huf | G-39 | 33 | 193 | 234 |
| 38 | 54 | Pooja Mehul Vasani | G-40 | 34 | 193 | 234 |
| 39 | 55 | Smt. Nutan Atul Sheth | G-41 | 35 | 193 | 234 |
| | 56 | Smt. Parul Jayesh Gandhi | | | | |
| | 57 | Smt. Falguni Pankaj Mehta | | | | |
| 40 | 58 | Shri Rakesh Ushakant Shah | G-42 | 36 | 193 | 234 |
| | 59 | Smt. Jagruti Rakesh Shah | | | | |
| 41 | 60 | Mr. Nishant N. Gadani | G-43 | 37 | 191 | 231 |
| 42 | 61 | Shri Rupesh Chabildas Mehta | G-44/45 | 38 | 269 | 326 |
| 43 | 62 | Shri Bharatbhai Pravinchandra Parikh | G-46 | 39 | 187 | 226 |
| | 121 | Shri Jagdish Pravinchandra Parikh | | | | |
| 44 | 63 | Shri Paresh Nagindas Shah | G-47/48 | 40 | 335 | 405 |
| 45 | 64 | Mr. Rohitkumar P. Mody | A-1 | 44 | 507 | 613 |
| 46 | 65 | Mrs. Jagruti Kalpesh Pandya | A-2 | 45 | 449 | 543 |
| 47 | 66 | Mr. Pareshkumar P. Rathod | A-3 | 46 | 515 | 623 |
| | 67 | Mrs. Kalpanaben P. Rathod | | | | |
| 48 | 68 | Mr. DilipKantilal Goda | A-4 | 47 | 507 | 613 |
| 49 | 69 | Mr. Dinesh Narottamdas Parekh | A-5 | 48 | 449 | 543 |

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THE SEAL OF THE DISTRICT MUMBAI SUBURBAN DIST. BORIVALI

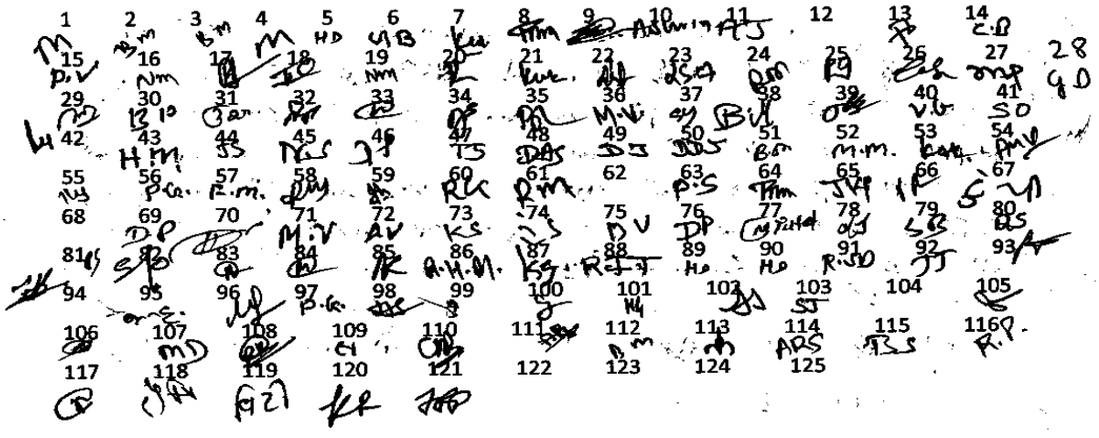
Page No. 187 to 207



## ANNEXURE - XIII

| | | | | | | |
|---|---|---|---|---|---|---|
| 50 | 70 | Mrs. Ramaben N. Desai | A-6 | 49 | 515 | 623 |
| 51 | 71 | Mrs. Meena P. Valia & | A-7 | 50 | 507 | 613 |
| | 72 | Mr. Pallav J. Valia | | | | |
| 52 | 73 | Mr. Ketan Jitendra Sanghvi | A-8 | 51 | 449 | 543 |
| 53 | 74 | Mrs. Hansaben Devidas Thakkar | A-9 | 52 | 515 | 623 |
| | 75 | | | | | |
| 54 | 76 | Mrs. Daxaben N. Patel | A-10 | 53 | 506 | 612 |
| | 77 | Mr. Nandlal Jivraj Patel | | | | |
| 55 | 78 | Mr. Narendra Nemchand Bhayani | A-11 | 54 | 449 | 543 |
| 56 | 79 | Mr. Sanatkumar Harsadrai Bhatt | A-12 | 55 | 515 | 623 |
| 57 | 80 | Mr. Rajesh Navitlal Shah | A-14 | 56 | 515 | 623 |
| | 81 | Mrs. Priti Rajesh Shah (Associate Member) | | | | |
| 58 | 82 | Mr. Dinesh Jayantilal Sanghvi | A-15 | 57 | 449 | 543 |
| 59 | 83 | Mrs. Nehal M. Goradia | A-16 | 58 | 506 | 612 |
| | 84 | Mr. Mihir B. Goradia | | | | |
| 60 | 85 | Mr. Ashish Jashwantlal Koradia | A-17 | 59 | 515 | 623 |
| 61 | 86 | Mrs. Rekha H. Mehta | A-18 | 60 | 691 | 836 |
| 62 | 87 | Mr. Kirankumar Girdharlal Doshi | A-19 | 61 | 505 | 611 |
| 63 | 88 | Mrs. Ranjan I. Thakkar | A-20 | 62 | 515 | 623 |
| 64 | 89 | Mrs. Nirmala D. Bhuta | A-21 | 63 | 449 | 543 |
| | 90 | Mr. Hemant D. Bhuta | | | | |
| 65 | 91 | Mrs. Rupa Satish Doshi | A-22 | 64 | 506 | 612 |
| 66 | 92 | Mr. Jayesh Saradchandra Joshi | A-23 | 65 | 515 | 623 |
| 67 | 93 | Mr. Babubhai S. Goradia | A-24 | 66 | 691 | 836 |
| | 94 | Mr. Haresh S. Goradia | | | | |
| 68 | 95 | Smt. Jyoti Hasmukh. Bhuta | B-1 | 67 | 691 | 836 |
| 69 | 96 | Smt. Vandana ManilalDedhia | B-2 | 68 | 515 | 623 |
| 70 | 97 | Smt. Parul Jayesh Gandhi | B-3 | 69 | 691 | 836 |

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Page No. 198 to 207



## ANNEXURE - XIII

| | | | | | | |
|---|---|---|---|---|---|---|
| | 98 | Shri Jayesh J. Gandhi (Associate Member) | | | | |
| 71 | 99 | Shri Hasmukh Chhabildas Gandhi | B-4 | 70 | 477 | 577 |
| | 100 | Chetna Hasmukh. Gandhi | | | | |
| | 101 | Hardik Hasmukh. Gandhi | | | | |
| 72 | 102 | Mrs. Anju Virendra Jha | B-5 | 71 | 630 | 762 |
| | 103 | Mrs. Sarika Rajkumar Jha | | | | |
| | 104 | Mrs. Poonam Dharmendra Sharma | | | | |
| 73 | 105 | Shri Prafulkumar P. Doshi | B-6 | 72 | 477 | 577 |
| 74 | 106 | Smt. Jatin Shantilal Dhorda | B-7 | 73 | 476 | 576 |
| | 107 | Shri Manish Shantilal Dhorda | | | | |
| 75 | 108 | Shri. Dhiraj Ravjibhai Dabhi | B-8 | 74 | 429 | 519 |
| 76 | 109 | [illegible] | B-9 | 75 | 462 | 559 |
| | 110 | Smt. Gopal H. Raichura | | | | |
| | 111 | Smt. Atul H. Raichura | | | | |
| 77 | 112 | Smt. Bharat Jivanlal Mehta | B-10 | 85 | 476 | [illegible] |
| 78 | 113 | Mr. Narendra Prabhudas Madhani | B-11 | 77 | 430 | 520 |
| 79 | 114 | Mrs. Anila Rajnikant Shah | B-12 | 78 | 462 | 559 |
| | 115 | Mr. Bansi Rajnikant Shah | | | | |
| 80 | 116 | Smt. Ramaben Pranjivan Govinda | B-13 | 79 | 476 | 576 |
| | 117 | Shri Manish Nandlal Ambani | B-14 | 80 | 430 | [illegible] |
| 82 | 118 | Shri Prabhulal Bhimji Trivedi | B-15 | 81 | 462 | 559 |
| | 119 | Smt. Vimla Prabhulal Trivedi | | | | |

The Additional Area to be provided to the Members shall be over and above the existing carpet area which area shall be inclusive of areas covered in balcony & door jambs area. The area of the new premises to be provided as part of Rehab Component shall be calculated wall to wall and shall be as per MOFA Carpet Area. The aforesaid additional area to be provided shall be proportionately divided and apportioned among the Members.

## ANNEXURE - XIII

In addition to the area that is agreed to be provided to the Members of the Society, the Existing Members shall free to purchase additional area from M/S. Tamos Associates in the proposed building for consideration and in terms to be mutually determined and agreed between such Member and M/S. Tamos Associates.

2. ***Hardship Compensation/ Corpus Fund:***

M/S. Tamos Associates shall pay to each of the existing Members of the Society holding residential and /or commercial premises Hardship Compensation at the rate of Rs. 401/- per sq. ft. of the existing approved carpet area. The said payment shall be made in two equal installments in the following manner:

A. Rs. 100/- per sq. ft. shall be paid by M/S. Tamos Associates against the Society vacating and handing over the possession of the said building and the said property; and

B. Rs. 301/- per sq. ft. being the balance amount at the time of the Member taking possession of the said new premises in the proposed building.

3. ***Transit Compensation:***

M/S. Tamos Associates shall be under obligation to pay Transit Compensation commencing from the date of M/S. Tamos Associates being handed over the possession of all the premises and the property by Society and its Members and such obligation shall continue till the time the possession of the Newly constructed premises in the proposed building is offered by M/S. Tamos Associates to the Existing Member of the Society.

The Transit Compensation to be paid by M/S. Tamos Associates to Members is as under:

A. The Members holding Residential Premises shall be provided Transit Compensation of Rs. 35/- per sq. ft per month of the existing carpet area or RS.20000 per month whichever is higher.

B. M/S. Tamos Associates for the initial period of 12 months shall pay the Transit Compensation at the aforesaid rate in advance to the Existing Members of the Society, by a Multiple of two cheques of Six Months each, second cheque being post dated

C. For period beyond 12 months the Developer shall issue monthly post-dated cheques in advance in favour to the Member and shall continue to issue such cheque till the possession of the new premises is offered to the Member by the Developer.

Page No. 190 to 207



## ANNEXURE - XIII

The Transit Compensation Amount mentioned above is subject to 10% escalation for each subsequent period of 12 months after expiration of the initial period of 12 months and shall continue to be so till the possession of the New Premises is finally offered to the Existing Members.

4. ***Brokerage & Shifting Charges:***

M/S. Tamos Associates shall provide 1 months Transit Compensation as Brokerage to the Members of the Society. Further, M/S. Tamos Associates also shall make payment for shifting charges to Members at the rate of Rs. 10,000/- to and fro twice, firstly at the time of Member vacating and handing over the possession of the existing premises and shifting to transit compensation and further Rs. 10,000/- at the time of Member shifting from transit accommodation to the new premises to be allotted and transferred to Member in proposed re-development building.

5. ***Loading of TDR***

M/S. Tamos Associates after the execution of the Development Agreement and getting the plans sanctioned, load the requisite amount of TDR and/or avail the benefit of Fungible FSI to the extent of the entire that is to be provided to the Existing Members as and by way of Permanent Alternate Accommodation.

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***Construction Period:***

The Construction of the proposed building shall be completed within period of 36 months from the date of issuance of the Commencement Certificate with further grace period of 6 months aggregating to 42 months, subject to condition of Force Majeure to be incorporated in Development Agreement. The Developer shall obtain the Occupation Certificate from MCGM before offering the possession of the New Premises. Within 30 days of the Developers intimation that OC has been received, we shall take possession of the New Premises and from that date continue to pay the proportionate outgoings, maintenance etc., in respect of the New Premises.

COLLECTOR APPROVAL

THE SEAL OF THE SUB-REGISTRAR MUMBAI SUBURBAN

7. ***Registration Project with MAHA-RERA:***

M/S. Tamos Associates shall be responsible to get the said project registered with MAHARERA Authorities as REAL ESTATE PROJECT immediately after obtaining all the approvals as may be required for development and construction of the proposed building. M/S. Tamos Associates shall register themselves as the Promoters/ Developers of the proposed redevelopment of the said property. M/S. Tamos Associates shall while undertaking re-development of the property and proposed re-development in respect thereof comply with the necessary provisions and requisitions of RERA Laws.

8. ***Defect Liability Period:***

## ANNEXURE - XIII

The Defect Liability Period in respect of the redevelopment carried out by M/S. Tamos Associates shall be of a period of 5 (Five) years for waterproofing and leakage from the date of actual possession of new Flats/s by the existing member/s from the Developer, subject to members shall not make any structural changes in the interiors and exteriors of the building as per constructed by the developer.

9. ***Taxes and Statutory Liability:***

A. M/S. Tamos Associates shall be liable in respect of all Taxes, Statutory Duties, levy, cess etc., as applicable on the Redevelopment of the said property. The Property Taxes and other statutory dues in connection with the property shall be borne and paid by M/S. Tamos Associates after possession of the entire property is handed over for re-development & will be paid by M/S. Tamos Associates till Repossession.

B. Stamp Duty, Registration Charges, and other levies in connection to the Re-Development Agreement as also Permanent Alternate Accommodation to the extent of the ~~existing carpet area &~~ offer area free of cost shall be borne by M/S. Tamos Associates. As far as the additional area, if any, purchased by the Member is concerned such concerned Members shall be responsible to bear the payment of the Stamp Duty, Registration Charges, GST etc., as applicable and the same shall be paid by such Member at the time of registration of the Agreement for Additional Area. The GST applicable on the 21% extra area provided by the developer free of cost will be payable by individual members.

***Other Terms:***

A. Making out clear and marketable title in respect of the said property including entitlement to redevelop the said property shall always be that of the Society and regarding the premises in use occupation and possession of the Members the same shall be the responsibility of the Members.

B. On completion of the project, the Developer shall handover to the Society all Documents about the said Society building as may have been obtained by the Developer and/or their Architects from the Municipality and other concerned authorities.

C. In the event of any dispute, differences, non-compliance or non-payment arising between the parties which cannot be mutually resolved within a reasonable time, the same shall be referred for adjudication to the Hon'ble Court of competent jurisdiction at Mumbai.

D. Each Residential unit in the new building shall have a height of 2.9 meters, from slab to slab. The proposed new building shall be constructed as per the prevailing IS code, taking into consideration

Page No. 192 to 207



## ANNEXURE - XIII

relevant seismic zone and shall be earthquake resistant and shall also be certified to be so by a qualified R.C.C. consultant.

E. The name of the Society continue to be "KANDIVALI SANGHAVI CO-OPERATIVE HOUSING SOCIETY LIMITED.

F. Both parties shall have legal rights to seek specific performance in respect of the Development Agreement.

We agree and undertake to sign the Agreement for Re-development, Agreement for Permanent Alternate Accommodation that may be prepared by the Developer and approved by the Committee Member of the Society in lines with the aforesaid commercial terms as recorded in this Consent Letter.

We confirm that based on this confirmation M/S. Tamos Associates shall be entitled to proceed further with the preparation of the tentative plans that shall be submitted to the MCGM and other concerned authorities, subject to the final approval of the Society.

We confirm that till the time the Re-Development Agreement and Agreement for Permanent Alternate Accommodation is signed and executed, this Consent shall be valid, subsisting and binding on us and we agree to abide by the same. However, we would like to assert that in the event Development Agreement entered between the M/S. Tamos Associates and the Members of the Society does not materialize than in that case this consent letter would automatically stand cancelled.

We have signed this consent and undertaking out of our free will and without any force and undue influence and out of desire and willingness for proceeding further with the re-development of the said property on the aforesaid terms and conditions with M/S. Tamos Associates.

We further confirm that this consent is being executed and issued pursuant to Resolution passed in the Special General Body Meeting dated 7th March 2021 and this Consent shall be binding upon us and our legal heirs, executors, and administrators.

Whatever stated hereinabove is true and correct to the best of our knowledge and belief and we believe the same to be true and correct.

In confirmation of the above the Members are subscribing their respective signatures in the enclosed ANNEXURE "C-1"

Thank You.

Page No. 193 to 207



## ANNEXURE - XIII

C.C.
To,
The Chairman / The Secretary
Kandivali Sanghvi Co-operative Housing Society LTD,
Sanghvi Apartments, Kamla Nehru X Road No. 1,
Kandivali (West), Mumbai 400 067.

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THE SEAL OF THE SUB ... MUMBAI SUBURBAN DIST. (BANDRA)

Page No. 194 to 209



**ANNEXURE - XIII**

**ANNEXURE-"C-1"**

| SR. NO | NAME OF THE MEMBER | SIGNATURES |
|---|---|---|
| 1 | Mrs. Madhuben B. Mehta | |
| 2 | Mr. Bharat J. Mehta | |
| 3 | Mr. Bharat Jivanlal Mehta | |
| 4 | Mrs. Madhuben B. Mehta | |
| 5 | Smt. Nirmalaben Dhirajlal Bhuta | H.D. Bhuta |
| 6 | Smt. Arunaben Bhupendra Bhuta | V B Bhuta |
| 7 | Mr. Kirit Gordhandas Kapadia | |
| 8 | Shri Rohit P. Modi | |
| 9 | Mr. Hardik Deepak Mehta | |
| 10 | Shri Ashvin Ramniklal Jani & | Ashvin A Jani |
| 11 | Smt. Asmita Ashvin Jani | Asmita AJani |
| 12 | Mrs. Dharmistha M. Somaiya | |
| 13 | Mrs. Priya K. Somaniya | |
| 14 | Mr. Chirag Pankaj Bhuta | |
| 15 | Shri PallavJayantilal Valia | |
| 16 | Shri Rajesh J. Mehta | For RAJESH B. SHAH (HUF) |
| 17 | Shri Rajesh B. Shah Huf | KARTA |
| 18 | Shri. Jayesh B. Shah & | |
| 19 | Shri Rajesh J. Mehta | |
| 20 | Miss BhaviKirit Kapadia | |
| 21 | Mr. KiritGordhandas Kapadia | |
| 22 | Mr. Sudhir Shankar Chavan | |
| 23 | Mr. Santosh Gulabrao Mane | |
| 24 | Smt. Ranjanben M. Modi | |
| 25 | Parul Mayur Gadoya | PARUL MAYUR GADOYA |

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THE SEAL OF THE SUB-REGISTRAR OF BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)

COLLECTOR

**ANNEXURE - XIII**

| | | |
|---|---|---|
| 26 | Mr.Pankaj T Dedhia | |
| 27 | Mrs.Minal P. Dedhia | Dedhia mp |
| 28 | Mrs. Geeta Kanubhai Darjee | |
| 29 | Shri Niranjan Nemchand Botadara | |
| 30 | Mrs. Bhavnaben U. Patadia | |
| 31 | Mr. Ujamshi A. Patadia | |
| 32 | Smt. Mahesh Ramnlal Pandya | |
| 33 | Shri Nilesh Jayantilal Parekh | |
| 34 | Shri Manish Jayantilal Parekh | |
| 35 | Shri Bhaskar Keshurdas Parekh | |
| 36 | Smt. Minaxi Suresh Valia | |
| 37 | Mrs. Shobha Vijay Sedani | S.V. Sedani |
| 38 | Mr. Bhavin Mahesh Modi | |
| 39 | Shri IndravadanKuvarjiGalia | |
| 40 | Smt. Varshaben I. Galia | V.I. Galia. |
| 41 | Shri Satish Gopalji Oza | |
| 42 | Mr. PakajNanalal Mehta | Pankaj.N.Mehta |
| 43 | Smt. ANKIT Yogesh Mehta | H. Y. Mehta |
| 44 | Smt. JasumatiKrishnakant Sanghvi | |
| 45 | Shri Nagindas Tribhovandas Sanghavi | |
| 46 | ANKIT Dilipkumar Pandya | D.H. Pandya A.D.Pandya |
| 47 | Mr. Tushar Indravadan Shah | T. I. Shah |
| 48 | Mrs. Deepa Amish Shah | Deepa A. Shah. |
| 49 | Shri Deepak Ramniklal Jani | |
| 50 | Smt. Daksha Deepak Jani | |
| 51 | Shri Bhavesh Pratapraj Mehta | B P Mehta |
| 52 | Smt. Mamta Bhavesh Mehta | M. B. Mehta |
| 53 | Kirit G. Kapadia Huf | |
| 54 | Smt Pooja Mehul Vasani | |
| 55 | Smt. Nu tan Atul Sheth | N. A. Sheth. |
| 56 | Smt. Parul Jayesh Gandhi | P. J. Gandhi |

MUMBAI SUBURBAN DIST. (BANDRA)

Page No. 196 to 207



**ANNEXURE - XIII**

| | | |
|---|---|---|
| 57 | Smt. Falguni Pankaj Mehta | F. P. Mehta. |
| 58 | Shri Rakesh Ushakant Shah | |
| 59 | Smt. Jagruti Rakesh Shah | |
| 60 | Mr. Nishant N. Gadani | R.N. Gadani |
| 61 | Shri Rupesh Chabildas Mehta | |
| 62 | Shri Bharatbhai Pravinchandra Parikh | |
| 63 | Shri Paresh Nagindas Shah | |
| 64 | Mr. Rohitkumar P. Mody | |
| 65 | Mrs. Jagruti Kalpesh Pandya | |
| 66 | Mr. Pareshkumar P. Rathod | |
| 67 | Mrs. Kalpanaben P. Rathod | |
| 68 | Mr. DilipKantilal Goda | |
| 69 | Mr. Dinesh Narottamdas Parekh | |
| 70 | Mrs. Ramaben N. Desai | |
| 71 | Mrs. Meena P. Valia & | |
| 72 | Mr. Pallav J. Valia | |
| 73 | Mr. Ketan Jitendra Sanghvi | |
| | Mrs. Hansaben Devidas Thakkar | |
| 76 | Mrs. Daxaben N. Patel | |
| 77 | Mr. Nandlal Jivraj Patel | |
| 78 | Mr. Narendra Nemchand Bhayani | |
| 79 | Mr. Sanatkumar Harsadrai Bhatt | |
| 80 | Mr. Rajesh Navitlal Shah | |
| 81 | Mrs. Priti Rajesh Shah (Associate Member) | |
| 82 | Mr. Dinesh Jayantilal Sanghvi | |
| 83 | Mrs. Nehal M. Goradia | |
| 84 | Mr. Mihir B. Goradia | |
| 85 | Mr. Ashish Jashwantlal Koradia | |
| 86 | Mrs. Rekha H. Mehta | |

**ANNEXURE - XIII**

| | | |
|---|---|---|
| 87 | Mr. Kirankumar Girdharlal Doshi | |
| 88 | Mrs. Ranjan I. Thakkar | |
| 89 | Mrs. Nirmala D. Bhuta | |
| 90 | Mr. Hemant D. Bhuta | |
| 91 | Mrs. Rupa Satish Doshi | |
| 92 | Mr. Jayesh Saradchandra Joshi | |
| 93 | Mr. Bababhai S. Goradia | |
| 94 | Mr. Haresh S. Goradia | |
| 95 | Smt. Jyoti Hasmukh. Bhuta | |
| 96 | Smt. Vandana ManilalDedhia | |
| 97 | Smt. Parul Jayesh Gandhi | |
| 98 | Shri Jayesh J. Gandhi (Associate Member) | |
| 99 | Shri Hasmukh Chhabildas Gandhi | |
| 100 | Chetna Hasmukh. Gandhi | |
| 101 | Hardik Hasmukh. Gandhi | |
| 102 | Mrs. Anju Virendra Jha | |
| 103 | Mrs. Sarika Rajkumar Jha | |
| 104 | Mrs. Poonam Dharmendra Sharma | |
| 105 | Shri Prafulkumar P. Doshi | |
| 106 | Smt. Jatin Shantilal Dhorda | |
| 107 | Shri Manish Shantilal Dhorda | |
| 108 | Shri. Dhiraj Ravjibhai Dedhi | |
| 109 | [illegible] | |
| 110 | Smt. Gopal H. Raichura | |
| 111 | Smt. Atul H. Raichura | |
| 112 | Smt. Bharat Jivanlal Mehta | |
| 113 | Mr. Narendra Prabhudas Madhani | |
| 114 | Mrs. Anila Rajnikant Shah | |
| 115 | Mr. Bansi Rajnikant Shah | |
| 116 | Smt. Ramaben Pranjivan Govinda | |

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SUBURBAN DIST. (BANDRA)

Page No. 198 to 207



**ANNEXURE - XIII**

| | | | |
|---|---|---|---|
| | 117 | Shri Manish Nandlal Ambani | |
| | 118 | Shri Prabhulal Bhimji Trivedi | |
| P&A | 119 | Smt. Vimla Prabhulal Trivedi | |
| | 120 | Smt. Savitriben C. Mehta | |
| | 121 | Shri Jagdish Pravinchandra Parikh | J. P. Parikh |

बरल - ६/

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THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 सह दुय्यम निबंधक बोरीवली-६ मुंबई उपनगर जिल्हा (वांद्रे) MUMBAI SUBURBAN DIST. (BANDRA)

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Page No. 199 to 207



## TO WHOMSOEVER IT MAY CONCERN

Re: All that piece and parcel of land admeasuring 2223.20 sq. meters or thereabouts bearing CTS Nos. 3, 3/1 to 3/38 under Akurli Village and CTS Nos. 377, 377/1 to 377/20 of Village Poisar together with the building standing thereon "Sanghvi Apartments" comprising of Ground and 4 Upper Floors lying being and situate at Kamla Nehru Cross Road No. 1, Kandivali West, Mumbai 400067. **("SAID PROPERTY")**

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Under instructions of our clients, M/s. Tamos Associates, a Partnership Firm having its registered address at A/3, Chandra Niwas, Church Road, Andheri Kurla Road, Opp. Airport Metro Station, Andheri East, Mumbai 400059 hereinafter referred to as (**"THE DEVELOPER"**), we have investigated the Title to the captioned property.

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**KANDIVALI SANGHVI CO-OPERATIVE HOUSING SOCIETY LTD**, a Co-operative Housing Society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960, bearing Registration No. BOM/HSG/R /9675/19[illegible] dated 07/01/1984, situated at Sanghvi Apartments, Kamla Nehru X Road No. 1, Kandivali West, Mumbai 400067 (**"THE SOCIETY"**) is the owner of the said property by virtue of the Deemed Conveyance dated 15th December 2020 duly registered with Sub-Registrar of Assurances at Mumbai under Serial No. BRL/8/508/2021 on 14th January 2021. Thus, the said society is seized and possessed of and otherwise well and sufficiently entitled to the captioned property. On the basis of the Deemed Conveyance dated 15th December 2020 the name of the society was mutated in the Property Card vide Mutation Entry No. 539 dated 2nd March 2021 for CTS No. 3, 3/1 to 3/38 of Village Akurli.

For undertaking the Title Investigation and Due Diligence in respect of the captioned property we have caused the publication of a Public Notice dated 17th June 2021 in Active Times Newspaper in the English Language, and Mumbai Lakshadweep newspaper in Marathi Language inter-alia inviting claims and objections to the title of the said society and have also caused Search to be taken in the Office of the Sub-Registrar of Assurances for a period of 30 years commencing

from 1992 to 2022 through Mr. Sachin Pawar, who has submitted his Search Report dated 20th September 2022.

We hereby record and certify that we have not received any adverse claims or demands to the title of Kandivali Sanghvi Co-operative Housing Society Ltd. Further, the Search Report of Search Clerk Mr. Sachin Pawar also does not notify any adverse Mutation Entry during the period of the last 30 years against the captioned property. It is however clarified that the Search Report issued by the Search Clerk is subject to the availability of certain records being torn and mutilated as notified in the Report.

In addition to the aforesaid, we have also taken inspection of the Title Deed in respect of the captioned property, which is in possession and custody of Kandivali Sanghvi Co-operative Housing Society Ltd, which clearly suggest that the right title and interest in respect of the said property is completely in favour of the said society subject to the terms, conditions and covenants therein recorded.

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**FLOW OF TITLE**

Based on the documents that have been furnished to us by the Society in respect of the said property and title due diligence and title investigation undertaken by us, our observation regarding the title of the captioned property is as under:

(i) Originally, one Trimbaklal Anandji Sanghavi as Owner was seized and possessed of and otherwise well sufficiently entitled to the said Plot of Land bearing C.T.S No. 3, 3/1 to 38, of Village Akurli and C.T.S. (No. 376-377/1 to 20 of Village Poisar admeasuring 2223.20 sq. meters or thereabouts situate at Kamla Nehru Cross Road No. 1, Kandivali (West), Mumbai - 400067, in the Registration District and Sub-District of Mumbai Suburban, which is more particularly described in the Schedule hereunder written together with a Chawl standing thereon known as Sanghavi Chawl wherein the tenements were by monthly tenants in whose favour Rent Receipt were issued by Trimbaklal Anandji Sanghavi;

(ii) By and under an Agreement of Sale dated 20th December 1974 executed between Trimbaklal Anandji Sanghavi and his son Pranlal Trimbaklal Sanghvi being the proprietor of M/s Anant Construction Co., the said Trimbaklal Anandji Sanghavi agreed to sale and transfer and the said M/s Anant Construction Co. agreed to purchase and acquire all the right title and interest in the said land described in the Schedule hereunder written together with Sanghavi Chawl on the terms and conditions therein recorded

(iii) M/s Anant Construction Co., after having entered into aforesaid Agreement dated 20th December 1974 for devised a Scheme for re-development of the said land by demolition of the existing Sanghavi Chawl and for that purpose got the plans in respect of the proposed building consisting of 2 (two) wings containing a total of 82 (Eighty-two) Flats sanctioned from MCGM under IOD bearing No. CE/1371/BSII AR dated 29th March 1978;

(iv) M/s. Anant Construction Co., as per the sanctioned plans carried out and completed the construction of the proposed building consisting of 2 (two) Wings viz., Wing "A" comprising of Ground + Three Upper Floors and Wing "B" comprising of Ground plus Four Upper Floors having in aggregate 82 [Eighty-Two] Flats in the building standing on the said Property;

बरल - ६/
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THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 3 MUMBAI SUBURBAN DIST.

(v) M/s. Anant Construction Co. sold all the flats constructed in the said building to various third parties vide diverse Agreements for Sale for consideration and on terms and conditions therein recorded and receive the consideration as recorded therein and before the formation of the Society handed over and placed the purchaser in possession of the respective premises purchased and acquired by them under diverse Agreements for Sale;

(vi) The Flat Purchasers came together and constituted themselves in a Society known as "KANDIVALI SANGHAVI CO-OPERATIVE HOUSING SOCIETY" as per Section 10 of MOFA Act, which was duly registered with the Registrar of Co-operative Housing Societies bearing Registration No. BOM/HSG/R /9675/1984 dated 07/02/1984 with its registered address at CTS

No.3,3/1 to 38, of Village Akurli and C.T.S. No. 377, 377/1 to 20, of Village Poisar, having address at Kamala Nehru Cross Road No. 1,Kandivali(West), Mumbai- 400 067;

(vii) The said Pranlal Trimbaklal Sanghavi died intestate leaving behind him surviving his two sons Anantrai Pranlal Sanghavi and Ashok Pranlal Sanghavi as his only heirs and legal representatives as and under the Hindu Succession Act, under which he was governed at the time of his death;

(viii) As per Section 11 of the Maharashtra Ownership of Flats [Regulation of Promotion of Construction, Sale, Management and Transfer] Act, 1963 read with Rule 9 of the Maharashtra Ownership Rules, 1964 the Promoters viz., M/s. Anant Construction Co., was under Statutory obligation to convey the land and the building constructed thereon to the Society within period of four months from its formation, however the Promoters failed to comply with the said obligation and convey the said land and the building in favour of the said Society. Consequently, the said Society finally adopted proceedings for Deemed Conveyance by invoking the provisions of Section 5A of the Maharashtra Ownership of Flats [Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 by filing Application bearing No. 210 of 2018 before the District Deputy Registrar of Co-operative Societies, Mumbai City (4) being the Competent Authority for issuance of Certificate of Entitlement under Section 11(3) of the MOFA in favour of Society to and to have an Unilateral Deemed Conveyance executed in its favour and to have it registered;

(ix) The Competent Authority after scrutinization of the Application issued Show Cause Notices to the Promoters named above including giving the Public Notice intimating filing of the above application and being satisfied with regards to the claims and entitlement of the said Society exercised the powers vested in the Competent Authority as provided in Section 5A of the MOFA Act and issued Order -cum- Certificate of Entitlement bearing Ref. No. DDR-4/Mum/ DC/ Kandivali Sanghavi CHSL/256/2019 dated 31st January 2019 certifying that the Society under the provisions of Section 11[3] of MOFA is entitled for grant of Unilateral Conveyance of the said property

Page No. 203 to 207



in favour of the Society and to have the same registered as provided under the Act with further directions to execute Conveyance Deed as Deed of Unilateral Conveyance of all the right title and interest in the said property in favour of the Society as contemplated under provisions of Section 11[5] of the Act with direction to Sub-Registrar of Assurances to register the Certificate of Entitlement issued by Competent Authority along-with instrument of Conveyance executed by the Authority as required under the Registration Act, 1908

(x) By and under Unilateral Conveyance Deed dated 15th December 2015 executed between Dr. Kishor Mande, District Deputy Registrar, Co-operative Societies, Mumbai City (4), the Competent Authority as per the Powers conferred upon it by the Government of Maharashtra under Section 5A of the Maharashtra Ownership of Flats [Regulation of Promotion of Construction, Sale, Management and Transfer] Act, 1963 representing the defaulting Promoters under MOFA Act i.e. Trimbaklal Anandji Sanghavi, Anantrai Pranlal Sanghavi and Ashok Pranlal Sanghavi, therein referred to as defaulting "Vendor" and Party of the Second Part, M/s. Ana Construction Company, therein referred to "First Coming Party" and Par of the First Part and Kandivali Sanghavi Co-operative Housing Society Limited, therein referred to as "Society", and Party of the Third Part, AND DULY registered with the Office of the Sub-registrar of Assurance bearing Sr. No. BRL/8/508/2021, the said District Dy. Registrar representing defaulting promoters and in due compliance of the Order-Cum- Certificate bearing Ref. No. DDR-4/Mum/ DC/ Kandivali Sanghavi CHSL/256/2019 dated 31st January 2019 certifying the entitlement of the Society for Conveyance as per the provision of Deemed Conveyance under Section 11 of the Act, sold, transferred, assigned assured and unto and in favour of the Purchaser / Society all the right title and interest in respect of the property being all that piece and parcel of land bearing C.T.S No. 3, 3/1 to 38, of Village Akurli and C.T.S. No. 377, 377/1 to 20 of Village Poisar admeasuring 2223.20 sq. meters or thereabouts the Registration District and Sub-District of Mumbai Suburban together with building standing thereon consisting of 2 (two) Wings viz., Wing "A" comprising of Ground + Three Upper Floors and Wing "B" comprising of Ground plus Four Upper Floors having in

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THE SEAL OF THE SUB-REGISTRAR BORIVALI ... MUMBAI SUBURBAN DISTRICT

COLLECTOR

aggregate 82 [Eighty Two] Flats situate at Kamla Nehru Cross Road No. 1, Kandivali (West), Mumbai – 400067, which is collectively referred to as the said property more particularly described in the SCHEDULE hereunder written. Based on the registered Deemed Conveyance dated 15th December 2020 the name of the society was mutated in the Property Card vide Mutation Entry No. 539 dated 2nd March 2021 for CTS No. 3, 3/1 to 3/38 of Village Akurli.

(xi) **KANDIVALI SANGHVI CO-OPERATIVE HOUSING SOCIETY LTD.,** as Owner is seized and possessed of and otherwise well and sufficiently entitled to all right, title and interest in respect of the said property being all that piece and parcel of land admeasuring 2223.20 sq. meters or thereabouts bearing CTS Nos. 3, 3/1 to 3/38 under Akurli Village and CTS Nos. 377, 377/1 to 377/20 of Village Poisar together with the building standing thereon "Sanghvi Apartments" comprising of Ground and 4 Upper Floors lying being and situate at Kamla Nehru Cross Road No. 1, Kandivali West, Mumbai 400067.

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**ENCUMBRANCES & LITIGATION:**

We did not find any encumbrances over the said property and do hereby certify that based on the verification of the documents furnished to us, which are in the custody and possession of the Society, there are no encumbrances on the said property.

Further, on verification of records, papers and documents, we learned that there are no litigation/ proceedings filed relating to the said property and the said building thereon. We have not found any adverse orders / restraining orders passed against the said property restraining or preventing the society from entering into any transaction or dealing of any nature whatsoever including from in any manner carrying out the development and construction activities on the said property or sale any units / premises that would be constructed in the proposed building to be developed on the said property.

**ANNEXURE - XIV**



**PROPERTY REGISTERED CARD:**

The P.R card reflects the name of Kandivali Sanghavi Co-operative Housing Society as the owner of the society vide Mutation Entry No. 539 dated 2nd March 2021 for CTS No. 3, 3/1 to 3/38 of Village Akurli and the Society is in process of mutating name on the CTS Nos. 377, 377/1 to 377/20 of Village Poisar. The P.R Card does not notify any adverse Entry in the Property Card.

**D.P. REMARK & RESERVATION AFFECTING THE PROPERTY:**

By and under a letter issued by Municipal Corporation of Greater Mumbai ("MCGM") bearing NO. CHE/DP34202106111325083/DP/R/S dated 5th June 2021 regarding Development Plan 2034 remarks in respect of the Land Bearing C.T.S No. 377 of Poisar Village, Mumbai the following was inter alia observed:

(i) The land is not reserved for any public use.
(ii) The land is situated in Residential Zone.

By and under a letter issued by Municipal Corporation of Greater Mumbai ("MCGM") bearing NO. CHE/DP34202106111325142/DP/R/S dated 5th June 2021 regarding Development Plan 2034 remarks in respect of the Land Bearing C.T.S No. 3 and 3/38 of Akurli Village, Mumbai the following was inter alia observed:

(i) The land is not reserved for any public use.
(ii) The land is situated in Commercial and Residential Zone.

**CONCLUSION**

In our opinion, subject to the what is stated above, based on the above recited documents, the property already being transferred in Revenue Records as stated above, no adverse remarks being found in the Search Report, no claims being received to the public notice issued by us, the title of **KANDIVALI SANGHAVI CO-OPERATIVE HOUSING SOCIETY LIMITED** to the said property is clear and marketable and free of claims and encumbrances and that the Society is absolute Owner of the said property.

**OBSERVATION**

(i) This Report on Title is for limited purpose of expressing our opinion on the matters mentioned herein and is issued under the instructions of M/s. Tamos Associates and meant only for perusal and use of M/s. Tamos Associates to whom it is issued and should not be relied upon by any other person or persons or for any purpose other than aforesaid.

(ii) This Report of Title is based on information given to us pursuant to the documents and statements submitted, furnished and produced before us from time to time during the course of due diligence.

(iii) While conducting our due diligence exercise, we have assumed the genuineness of all signatures, the authenticity and completeness of all documents submitted as copies. In addition, we have assumed and have not verified the accuracy as to factual matters of each document we have reviewed.

(iv) This Report on Title is confined and limited to the state of affairs as on the date hereof. We are not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.

(v) This Report on Title is limited to the matters expressly set forth herein and no comment is implied or may be inferred beyond the matters expressly stated herein. This Report on Title is based only on the documents made available for our examination and information provided to us as stated above. Matters expressed herein are limited to reflect the state of the law applicable to the particular facts herein contained only as on the date hereof.

(vi) We express no opinion as to the consequence or application of any law existing and applicable after such date, and expressly decline any continuing obligation to advice after the date of this Report on Title of any changes in the foregoing or any changes of circumstances of which we may become aware that may affect our observations contained herein.

(vii) This Report on Title is for the limited purpose of expressing our opinion on the matters mentioned herein and should not be relied upon by any other

person or persons or for any purpose other than the aforesaid.

(viii) We expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this Report on Title.

## THE SCHEDULE ABOVE REFERRED TO

*(Description of said Property)*

All that piece and parcel of land admeasuring 2223.20 sq. meters or thereabouts bearing C.T.S Nos. 3, 3/1 to 3/38 under Akurli Village and CTS Nos. 377A, 377/1 to 377/20 of Village Poisar together with the building standing thereon "Sanghvi Apartments" comprising of Ground and 4 Upper Floors lying being and situate at Kamla Nehru Cross Road No. 1, Kandivali West, Mumbai 400067 in the Registration District and Sub-District of Mumbai Suburban and bounded as follows:-

| | |
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| On or towards North :- | By property bearing CTS No. 378 |
| On or towards South :- | By property bearing CTS No. 344A/344B |
| On or towards East :- | By property bearing CTS No. 368 |
| On or towards West :- | By property bearing CTS No. ET43/EP-T91 |

DATED THIS 27th SEPTEMBER 2022

Yours faithfully,

For D. M. Legal Associates
Advocates & Solicitor.

9888-232-6
2023

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 6 MUMBAI SUBURBAN DIST. (BANDRA)

COLLECTOR OF STAMPS

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भारतीय गैर न्यायिक

भारत INDIA

500 FIVE HUNDRED RUPEES

रुपये Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ BZ 306958

GOVT OF INDIA Reg. No. 10302 JAGDISH TRYAMBAK DARVEKAR NOTARY

कोषागार कार्यालय ठाणे

जिल्हा कोषागार कार्यालय, ठाणे

3 JUL 2023

पुढील प्रमुख लिपीक / लिपीक

NOTARIAL REG. SR. NO 11126 R 2023

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2023

:POWER OF ATTORNEY:

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, MRS. NIRMALABEN **DHIRAJLAL BHUTA,** aged 84 years, residing at Flat No.G-3, Kandivali Sanghiayi Co-operative Housing Society Limited, Kamala Nehru Cross Road No.1, Kandivali (West), Mumbai 400067, do hereby SEND GREETINGS:-

THE SEAL OF THE SUB REGISTRAR KANDIVALI No. 5 (MUMBAI SUBURBAN DISTRICT)

WHEREAS I am the owner of Flat No.G-3 & Flat No.A/21, Kandivali Sanghiayi Co-operative Housing Society Limited, Kamala Nehru Cross Road No.1, Kandivali (West), Mumbai 400067 (hereinafter referred to as "THE SAID FLAT").

जोडपत्र २

दस्त क्रमांक आणि वर्ष ..... दिनांक 5 JUL 20..

दस्ताचा प्रकार .....

दस्त नोंदणी करणार आहे का ? :- होय/नाही .....

लिहून ठेवणाऱ्याचे स्वाक्षरीचे नाव व पत्ता ... Nirmalben Bhuta

मुद्रांक विक्रेता यांचेकडील नोंद व पत्ता .....

दुसऱ्या पक्षकाराचे नाव व पत्ता .....

इतरांचे अस्तित्वात असलेले नाव/पत्ता ... Raju pandya

साक्षी ..... 01

मुद्रांक विक्रीचे पत्ता - अंधेरी कोर्ट, अंधेरी पश्चिम, मुंबई शहर (मुंबई उपनगर जिल्हा)

दस्तावेज क्रमांक १२०१०४७

मुद्रांक खरेदी केल्यापासून ६ महिन्यात दस्त नोंदणी करणे बंधनकारक आहे.

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- 5 JUL 2023

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THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 6 MUMBAI SUBURBAN DIST. (BANDRA)

JAGDISH TRYAMBAKRAO KONGARDIVE NOTARY GOVT. OF INDIA

AND WHEREAS I, **MRS. NIRMALABEN DHIRAJLAL BHUTA** do hereby nominate, constitute and appoint my son **MR. RAJENDRA DHIRAJLAL BHUTA**, aged 59 years, residing at Flat No.A/1301, 13th Floor, X Point, Prem Bhavna Co-Operative Housing Society Limited, S. V. Road, Kandivali (West), Mumbai 400067, to be my lawful attorney, to act for me in my name and on my behalf and to do the following acts and things in which I am interested in respect of the of said Flat.

1. To sign, execute and deliver Development Agreement, Agreement of Permanent Alternate Accommodation, Supplementary Agreement, and all necessary Agreements, Deed of Rectification, documents, forms, applications, petitions, etc., in connection of the said Flat in respect of the Redevelopment/ Self Development and attend all the meetings for the same.

2. To pay the Stamp Duty or apply for refund of the Stamp Duty and to appear before the Registrar or Sub-registrar of assurances, Government of Maharashtra for the purpose of registration of the Development Agreement, Agreement of Permanent Alternate Accommodation, Supplementary Agreement, Deed of Rectification, Leave and License Agreement and/or other documents and/or do all things in connection of the said Flat and membership rights and shares of the said Flat.

3. To lodge the above mentioned Agreement/s and any other necessary documents for registration with the concerned office and to appear before the Sub-Registrar of Assurances, sign the necessary registers and receive back the same.

4. To represent me with the Developers/Builders/Society and to sign necessary Letters, Forms, Applications, Affidavits, Indemnity Bonds, Agreements in respect of the said Flat in connection with the Redevelopment or Self Development.

5. To receive the Security Deposit amount and License fees/compensation amount and pass the necessary receipts and acknowledgement in my name and on my behalf.

6. To take any Flat on Leave and License basis and lodge the Agreement for registration with the concerned office of Sub-Registrar of Assurances and receive back the same.

TRYAMBAKA DONGARDIVE GOVT. OF INDIA Reg. No. 10302 NOTARY

7. To take possession of the new Flat after redevelopment or Self Development of the said building from the Developers/Builders/Society.

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8. To appear before the concerned authorities of the Government/Local authorities in any matter in connection of the said Flat with respect of the Redevelopment or Self Development of the said Flat.

THE SEAL OF THE SUB-REGISTRAR KANDIVALI No. 3 MUMBAI SUBURBAN DISTRICT (BANDRA)

9. To receive any correspondence in my name and on my behalf in all the matters and deeds in respect of redevelopment of the said Flat.

AND GENERALLY to act as my agent and true and lawful Attorney for me in my name and on my behalf to do and execute or cause to be done and executed all acts, deeds, matters, things and instruments as fully and effectually as I could do and execute if personally present.

AND I DO HEREBY confirm and ratify and agree to confirm and ratify all and whatsoever that my said Attorney do and execute or cause to be done and executed by virtue hereof.

**: PROPERTY SCHEDULE :**

Flat No.G-3, Kandivali Sanghavi Co-operative Housing Society Limited, Kamala Nehru Cross Road No.1, Kandivali (West), Mumbai 400067.

Flat No.A/21, Kandivali Sanghavi Co-operative Housing Society Limited, Kamala Nehru Cross Road No.1, Kandivali (West), Mumbai 400067.



IN WITNESS WHEREOF I have hereunto set and subscribed my hands at Mumbai on this ___ day of **JULY, 2023**

16 JUL 2023





SIGNED, SEALED AND DELIVERED )

By the withinnamed EXECUTOR )

**MRS. NIRMALABEN DHIRAJLAL BHUTA)**

(PAN NO. ABLPB3613J) )



बरल - ६/
EXECUTOR ४७०
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Specimen Signature of Constituted Attorney

**MR. RAJENDRA DHIRAJLAL BHUTA**

(PAN NO. AFZPB2427A)

IDENTIFIED BY ME

**RASHIDA Y. LAXMIDHAR**
B.Com. LL.B
ADVOCATE HIGH COURT
Shop No.14, Aakruti Apartment,
Aakruti Shopping Centre,
Mathuradas Road, Kandivali (W)
MUMBAI - 400 067

BEFORE ME

JAGDISH TRYAMBAKRAO DONGARDIVE
ADVOCATE & NOTARY, (GOVT. OF INDIA)
Ganesh Chawl Committe, Kranti Nagar,
Kopadpatti, Akurli Road, Kandivali (East),
Mumbai – 400 101

16 JUL 2023

# घोषणापत्र

मी. Rajendra Dhirajlal Bhuta याद्वारे घोषित करतो कि, दुय्यम निबंधक न. बोरीवली 6 यांचे कार्यालय Development Agreement या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. Nirmalaben Dhirajlal Bhuta व इ. यांनी दि. 6/7/23 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोन्हीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबाबत ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक
12/7/23

कुलमुखत्यारपत्रधारकाचे नाव
व सही

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G-34

बरल - ६/

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भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA 2023 BZ 382919

जिल्हा कोषागार कार्यालय ठाणे

जिल्हा कोषागार कार्यालय, ठाणे

26 JUN 2023

लिपीक

GOVT. OF INDIA Regn. No. 10302 JAGDISH TAMBE NOTARY

NOTARIAL
REG. SR. NO
12938 2023

**:POWER OF ATTORNEY:**

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, **MR. NAGINDAS TRIBHOVANDAS SANGHAVI,** aged 87 years, residing at Flat No.G-34, Kandivali Sanghavi Co-operative Housing Society Limited, Kamala Nehru Cross Road No.1, Kandivali (West), Mumbai 400067, do hereby SEND GREETINGS:-

WHEREAS I am the owner of Flat No.G-34, Kandivali Sanghavi Co-operative Housing Society Limited, Kamala Nehru Cross Road No.1, Kandivali (West), Mumbai 400067 (hereinafter referred to as "THE SAID FLAT").

N Ravjinadas ..T.S.

N Ravjinadas ..T.S.

- 3 JUL 2023

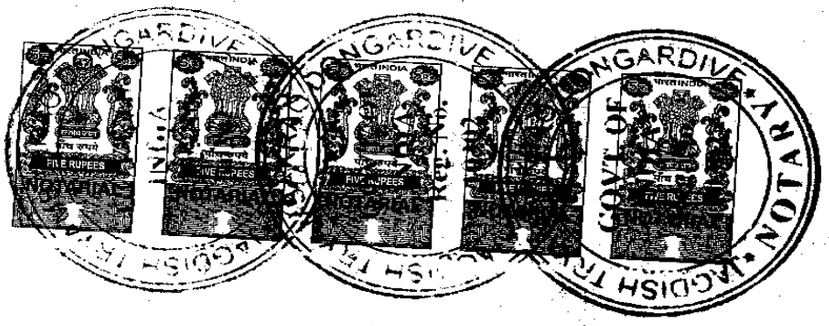
दस्त नोंदणी करणार आहे का ? :- होय/नाही .....

मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता ..... Nagindas T. Sanghavi

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे

158910 - 3 JUL 2023



AND WHEREAS I, **MR. NAGINDAS TRIBHOVANDAS SANGHAVI** do hereby nominate, constitute and appoint my daughter **MISS HEMA NAGINDAS SANGHAVI**, aged 48 years, residing at Flat No.G-34, Kandivali Sanghavi Co-operative Housing Society Limited, Kamala Nehru Cross Road No.1, Kandivali (West), Mumbai 400067, to be my lawful attorney, to act for me in my name and on my behalf and to do the following acts and things in which I am interested in respect of the of said Flat.

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| २०२३ | | |

1. To sign, execute and deliver Development Agreement, Agreement of Permanent Alternate Accommodation, Supplementary Agreements and all necessary Agreements, Deed of Rectification, documents, forms, applications, petitions, etc., in connection of the said Flat in respect of the Redevelopment or Self Development and attend all the meetings for the same.

2. To pay the Stamp Duty or apply for refund of the Stamp Duty and to appear before the Registrar or Sub-registrar of assurances, Government of Maharashtra for the purpose of registration of the Development Agreement, Agreement of Permanent Alternate Accommodation, Supplementary Agreement, Deed of Rectification, Leave and License Agreement and/or other documents and/or do all things in connection of the said Flat and membership rights and shares of the said Flat.

3. To lodge the above mentioned Agreement/s and any other necessary documents for registration with the concerned office and to appear before the Sub-Registrar of Assurances, sign the necessary registers and receive back the same.

4. To represent me with the Developers/Builders/Society and to sign necessary Letters, Forms, Applications, Affidavits, Indemnity Bonds, Agreements in respect of the said Flat in connection with the Redevelopment or Self Development.

5. To receive the Security Deposit amount and License fees/compensation amount and pass the necessary receipts and acknowledgement in my name and on my behalf.

6. To take any Flat on Leave and License basis and lodge the Agreement for registration with the concerned office of Sub-Registrar of Assurances and receive back the same.

नगिन दास ...T.S.

7. To take possession of the new Flat after redevelopment or Self Development of the said building from the Developers/Builders/Society.

8. To appear before the concerned authorities of the Government/Local authorities in any matter in connection of the said Flat with respect of the Redevelopment or Self Development of the said Flat.

9. To receive any correspondence in my name and on my behalf in all the matters and deeds in respect of redevelopment of the said Flat.

AND GENERALLY to act as my agent and true and lawful Attorney for me, in my name and on my behalf to do and execute or cause to be done and executed all acts, deeds, matters, things and instruments as fully and effectually as I could do and execute if personally present.

AND I DO HEREBY confirm and ratify and agree to confirm and ratify all and whatsoever that my said Attorney do and execute or cause to be done and executed by virtue hereof.

**: PROPERTY SCHEDULE :**

Flat No.G-34, Kandivali Sanghavi Co-operative Housing Society Limited, Kamala Nehru Cross Road No.1, Kandivali (West), Mumbai 400067.

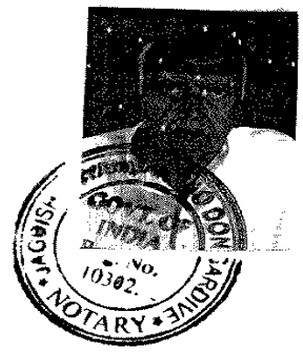
IN WITNESS WHEREOF I have hereunto set and subscribed my hands at Mumbai on this 5th day of JUL, 2023.

SIGNED, SEALED AND DELIVERED )

By the withinnamed EXECUTOR )

**MR. NAGINDAS TRIBHOVANDAS SANGHAVI)**

(PAN NO. AAFPS2810M) )



बरल - ६/

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EXECUTOR

२०२३

LT

H.N. Sanghavi

Specimen Signature of Constituted Attorney

**MISS HEMA NAGINDAS SANGHAVI**

(PAN NO. BSPPS6188F)

IDENTIFIED BY ME

**RASHIDA Y. LAXMIDHAR**
B.Com. LL.B
ADVOCATE HIGH COURT
Shop No.14, Aakruti Apartment,
Aakruti Shopping Centre,
Mathuradas Road, Kandivali (W)
MUMBAI - 400 067

JAGDISH TRYAMBAKRAO DONGARDIVE NOTARY GOVT. OF INDIA Reg. No. 10302

BEFORE ME

JAGDISH TRYAMBAKRAO DONGARDIVE
ADVOCATE & NOTARY, (GOVT. OF INDIA)
Ganesh Chawl Committe, Kranti Nagar,
Zopadpatti, Akurli Road, Kandivali (East),
Mumbai – 400 101

5 JUL 2023

# घोषणापत्र

मी. Hema Nagindas Sanghavi यादवारे घोषित करतो कि, दुय्यम निबंधक न. बोरीवली 6 यांचे कार्यालय Development Agreement या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. Nagindas Tribhovandas Sanghavi व इ. यांनी दि. 5/7/23 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोन्हीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबाबत ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

H. N. Sanghavi
कुलमुखत्यारपत्रधारकाचे नाव
व सही

दिनांक
12/7/23

बरल - ६/
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THE SEAL OF THE SUB-REGISTRAR OF ASSURANCES JOINT NO 6 MUMBAI SUBURBAN DISTRICT (BANDRA)

BZ-041

भारतीय गैर न्यायिक

भारत INDIA

500 FIVE HUND RUPEES

रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ BZ 308972

JAGDISH TRYAMBAKRAO DONGARDIVE NOTARY GOVT. OF INDIA Reg. No. 10302

जिल्हा कोषागार कार्यालय, ठाणे 13 JUL 2023 लिपीक

NOTARIAL REG. SR. NO 2971 13/07/23

## POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME: I, **MRS. PARUL JAYESH GANDHI (Aadhar No. 8626 1322 7013 & Pan No. AALPG7338J),** aged about 61 years, Indian Inhabitant, presently residing at **C/1301, Orchid Subarbiya, Near Dhanukarwadi Metro Station, Link Road, Kandivali (West), Mumbai 400067, Maharashtra,** having permanent address at **B-3, Sanghvi Apartment, Kamla Neharu Cross Road No.1, Near Fire Brigade, Kandivali (West), Mumbai 400067,** do hereby SEND GREETINGS:—

- 7 JUL 2023

Parul J. Gandhi

R A J Pandya

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मुद्रांक खरेदी केल्याचा दिनांक - 7 JUL 2023

171860

THE SEAL OF THE SUB-REGISTRAR
MUMBAI SUBURBAN DIST. (BANDRA) 3 NO 6

JAGDISH TRAMBAKRAO DONGARDIVE NOTARY
GOVT. OF INDIA
Reg. No. 10302
NOTARIAL

JAGDISH TRAMBAKRAO DONGARDIVE NOTARY
GOVT. OF INDIA
Reg. No. 10302
NOTARIAL

JAGDISH TRAMBAKRAO DONGARDIVE NOTARY
GOVT. OF INDIA
Reg. No. 10302
NOTARIAL

JAGDISH TRAMBAKRAO DONGARDIVE NOTARY
GOVT. OF INDIA
Reg. No. 10302