BA - 2006
GD 182

दस्तक्रमांक व वर्ष: 7224/2006 दुय्यम निबंधक अंधेरी 2 (अंधेरी)

Thursday, February 26, 2009
10:13:13 AM

# सूची क्र. दोन INDEX NO. II

गावाचे नाव : वांद्रा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) करारनामा किंवा त्याचे अभिहस्तांकन किंवा करारनामा सहोपलेख
मोबदला रु. 0.00
बा.भा. रु. 1.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) दर्णना प्लॉट नं. 578 5 वा रोड , ओल्ड खार , सी टी एस नं. एफ 1533 , खार प , मु 52

(3)क्षेत्रफळ (1)710.7 चौ मी

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) शंकर मंगु हे स्वत:करीता व विजय मंगु , धीरु मंगु , श्याम मंगु , मनोहर मंगु , दिपक मंगु, भागीरथ मंगु (उर्फ अविनाश मंगु), गौरी मंगु तर्फे मुखत्यार म्हणून - -; घर/फ्लॅट नं: प्लॉट नं. 578 , 5 वा रस्ता , जुना खाररोड प , मु , गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: फॉर्म 60.
(2) किशन तुलसी हे स्वत:करीता व मणीलाल तुलसी व रमेश तुलसी तर्फे मुखत्यार म्हणून - -; घर/फ्लॅट नं: वरीलप्रमाणे ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: फॉर्म 60.
(3) कनु शिवराम हे स्वत करीता व जिवन शिवराम, अशोक शिवराम , नबु बच्चु, राजु शिवराम व चंदु शिवराम तर्फे मुखत्यार - -; घर/फ्लॅट नं: वरीलप्रमाणे ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAAPW1028N.
(4) अजित खिमजी वाघेला हे स्वत:करीता व मनजी बानु, विठ्ठल रायसिंग आणि बालु शंकर तर्फे मुखत्यार - -; घर/फ्लॅट नं: वरीलप्रमाणे ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAAPW0811D.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) गुरुनानक डेव्हलपर्स ( भाग) प्रा लि चे संचालक सतियन टंडन - -; घर/फ्लॅट नं: 517, 519, एरेजा कॉर्नर सेक्टर 17 , वाशी नवी मुंबई ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AACCG5435E.

(7) दिनांक करून दिल्याचा 21/09/2006
(8) नोंदणीचा 22/09/2006
(9) अनुक्रमांक, खंड व पृष्ठ 7224 /2006
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 25.00
(11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
(12) शेरा

खरी प्रत

सह दुय्यम निबंधक, अंधेरी-२

आ...दिनकर शिंदे.....
वांद्रा खार दि. 24/2/09 च्या नकला पृ. 2028/09
नकलांचे पृष्ठ दिली
दि. 24/2/09

सह दुय्यम निबंधक, अंधेरी-

Designed & developed by C-DAC, Pune

Page 1 of 1

SAKSHATA REPORTS VERSION 5.2.19

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Original
नोंदणी 39 म.
Regn. 39 M

# पावती

पावती क्र. : 7278

दिनांक 22/09/2006

दाखल नाव बाद्रा

दाऐवजाचा अनुक्रमांक बदर4 - 07224 - 2006

दाऐवजाचा प्रकार करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

सादर करणाराचे नाव:गुरुनानक डेव्हलपर्स (आय) प्रा लि चे संचालक सतियन टंडन - -

| | | |
|---|---|---|
| नोंदणी फी | :- | 30000.00 |
| नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (अ. 11(2)), जबजात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (102) | :- | 2040.00 |
| एकूण | रु. | 32040.00 |

आपणास हा दस्त अंदाजे 1:42PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह. दुय्यम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.

बाजार मुल्य: 1 रु. मोबदला: 0रु.

भरलेले मुद्रांक शुल्क: 100 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
सदर नाव व पत्ता: केनरा बॅन्क;
डी.डी/धनाकर्ष क्रमांक: 560313; रक्कम: 30000 रु.; दिनांक: 22/09/2006

DELIVERED

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शासन परिपत्रक क्रमांक, २०००/९४/प्र.क्र. २५/म-१, दि. २४/३/२०००

# GENERAL STAMP OFFICE
TOWN HALL, FORT, MUMBAI - 400 023.

**RECEIPT FOR PAYMENT TO GOVERNMENT** — **NOT TRANSFERABLE**

Receipt No. :

Receipt Date : 21/09/2006

Received From : 1 2

On Account of : M/S. GURUNANAK DEV PVT LTD

MMRDA Counter No. : 2

| Mode of Payment | DD/PO/CHQ/ RBI-Challan No. | Date | Bank Name & Branch | Area Code | Amount (In Rs.) |
|---|---|---|---|---|---|
| PO | 186756 | 21/09/2006 | | 0 | 100.00 |

Bank Name : THE BHARAT CO OP. BANK LTD. (BCB)
Branch Name : KALINA, SANTACRUZ (E)

DELIVERED
21 SEP 2006

Case No. :

Lot No. : ADJ/A/1501/2006 Lot Date : Total D. O. :

DELIVERED
21 SEP 2006

| Sr. No | Description of Stamps / | Quantity | Denomination | Amount (in Rs.) |
|---|---|---|---|---|
| | | | | |

DELIVERED
21 SEP 2006

चंदर-४/ Total :

Rs. : 100.00 Rupees : One Hundred Only

Cashier / Accountant

Signature / Designation

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## AGREEMENT FOR DEVELOPMENT

THIS DEVELOPMENT AGREEMENT made and entered at MUMBAI this 21st day of September in the Christian year Two Thousand Six (2006) BETWEEN

1) Mr. SHANKAR MANGU — 3) Mr. KANU SHIVRAM

for themselves and as constituted power of attorney holders of

i) Mr. VIJAY MANGU — i)
ii) Mr. DHIRU MANGU — ii) Mr. JIVAN SHIVRAM
iii) Mr. SHYAM MANGU — iii) Mr. ASHOK SHIVRAM
iv) Mr. MANOHAR MANGU — iv) Smt. NABU BACHOO
v) Mr. DEEPAK MANGU — v) Mr. RAJU SHIVRAM
vi) Mr. BHAGIRATH MANGU (alias AVINASH MANGU) — vi) Mr. CHANDU SHIVRAM
vii) Mr. GAURI MANGU

2) Mr. KISHAN TULSI — 4) Mr. AJIT KHIMJI WADHELA

for themselves and as constituted power of attorney holders of

i) Mr. MANILAL TULSI — i) Smt. MANJI BANU
ii) Mr. RAMESH TULSI — ii) Mr. VITTHAL RAISINGH
iii) Mr. BALU SHANKAR

hereinafter called "**The Vendors**" which expression shall unless it be repugnant to the context or meaning thereof mean and include their legal heirs and assigns from time to time of the **FIRST PART** and **M/s. GURUNANAK DEVELOPERS (I) Pvt ltd.**, having their offices at 517 & 519 Arenja Corner, Sector-17, Vashi, Navi Mumbai 400 703, hereinafter called "**The Developers**" (which expression shall unless it be repugnant to the meaning or context thereof mean and include their SUCCESSERS in title and assigns) of the **SECOND PART.**

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Certificate u/s. 32(1) (b) of the Bombay Stamp Act, 1958.

Office of the
Collector of Stamps
Case No. A/1501/2006 (1540)
Date 21/9/2006

Received from M/s Gurunanak Dev. Avtlet. residing at stamp duty of Rs. 100 (Rupees One hundred only) vide Receipt No. 12 dated 21/9/2006 of Bank of India Bombay of Rs. 100 (Rupees One hundred only) which has been paid in excess of the amount required under Section 25(b).

The instrument is exempted from the provisions of section 53A of the Bombay Stamp Act, 1958.

Place Andheri
Date 21/9/2006

Collector of Stamps
Andheri

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

As per Government Notification No. STP/1096/4535/CR/915/M-1 dt. 19.12.1997 the Stamp Duty Charges on Development Agreement Rs. 100 only.

THE SEAL OF THE REGISTRATION AUTHORITY

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vendors is very pitiable and the said plot of land even lacks the basic amenities for survival, hence the vendors herein decided to develop the said plot of land under SRA scheme of the government of Maharashtra; due to lack of finance and technical know how of construction activity, the vendors herein decided to entrust the development rights of the said property to the developers herein.

iv) The plot of land bearing CTS No.F/1533 was declared as a slum u/s 4 of Maharashtra Slum Areas (I.C. & R.) Act, 1971, hereinafter referred to as "Said Property", and published in government Gazette dated July 2006/ashad 22, shake 1928, page no.77.

And WHEREAS the said property which is declared as a slum under the provisions of Maharashtra slum Area (I.C. & R.) Act, 1971; is required to be developed under D.C. rules 33(10) to accommodate the occupiers of the Said Property.

And WHEREAS in order to develop the said property under the Slum Rehabilitation Scheme the party of the first part are unable to generate the funds and they also do not have the technical know-how, therefore they have decided to entrust the development work of the Said Property to the developer M/s. Gurunanak Developers (I) Pvt. Ltd. (The Developers).



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And WHEREAS the parties of the First part, have decided to entrust the right of the development of the said property under the slum rehabilitation scheme to M/s. Gurunanak Developers (I) Pvt. Ltd., (The Developers); and the draft of this agreement and the general power of attorney were also approved.

And WHEREAS pursuant to the same the parties are desirous to record the terms and conditions of t agreement.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:**

1. The recital mentioned above shall form and deemed to be an integral part of this agreement and the draft of this agreement is approved.

2. In consideration of the Developer spending the money for the purpose of redevelopment of the said slum under the rehabilitation Scheme, of government of Maharashtra and to implement the same, the party of the first part has agreed to grant the development rights to the Developer in respect of the said property which is more particularly described in the schedule hereunder written.



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3. The party of the FIRST part further declares that they have also approved the draft of the General Power of Attorney.

4. The party of the FIRST part declares that their plot of land has been occupied by slum dwellers, who are the occupiers of the said property since the last 40 years and are hence eligible under the Slum Rehabilitation scheme, of the Government of Maharashtra, developing the said property.

5. The party of the first part does not have the technical know-how, nor the required finances to redevelop the said plot of land under the Government of Maharashtra's slum redevelopment scheme, hence they have approached the party of the second part M/s. Gurunanak Developers (I) Pvt. Ltd., who were also on the look out for plots for development.

6. The party of the first part after due negotiations and deliberations have reached an understanding with the party of the second part M/s. Gurunanak developers (I) pvt. Ltd, wherein the party of the second part will be redeveloping the said plot of land under the government of maharashta's slum redevelopment scheme, for a due consideration as mutually agreed.

7. The FIRST Party hereby grants the Development rights in respect of the said property on their behalf to "The Developer". The FIRST party also agrees for

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amalgamating/clubbing the said Project (Scheme) with any other scheme of the same developer and to provide the rehabilitation tenements to the members of the party of the first part. The development of the said property means and includes getting the layout implemented, procuring the necessary permission i.e. intimation of approval and plans, development of infrastructures, construction of the rehabilitation building/s in accordance with the terms and conditions of the SRA and construction of the sale component building/s, and to deal with and dispose off the flats and premises of the sale components to the prospective buyers, to reimburse the cost of the expenses and expenditure for implementing the scheme in accordance with provision of DC Regulation 33 (10) and policies of Government of Maharashtra & SRA.

8. The party of the first part hereby declares that the development of the said property would be implemented as per DC 33(10). The developer is authorized and permitted to amalgamate the said property i.e. the scheme and party of the first part hereby irrevocably consent for such amalgamation. and as per amalgamation the slum dwellers belonging to the party of the first part will be entitled for rehabilitation component "in-situ".

The party of the first part further declares that if the scheme is amalgamated then the party of the second

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part can rehouse or rehabilitate person/s of their other projects in the said plot of land out of their sale component and the party of the first part will not object to the same.

9. The Developer shall be entitled to construct the building/s in accordance with the sanction which may be accorded by the SRA and provide the amenities according to the particulars including the changes to be carried out therein.

10. It is agreed between the parties that the Developer shall provide _____ number of residential tenements, admeasuring 20.90 sq.mts. i.e. 225 sq.ft. (carpet area), Inclusive of Balcony; as certified by Additional Collector and/or competent Authorities & as per the DCR 33(10) dated 15.10.97.

11. Developer shall provide amenities as mentioned in the list annexed hereto and marked as Annexure "B", in the rehabilitation project.

12. All writings and documents including any Lease Deed, Agreements and/or undertaking which will have to be executed by the said party of the first part with the **SRA** or any other authorities will be executed by the Developer or his/their constituted attorney for getting the plans approved and I.O.A., C.C., and other permissions from any other concern authorities whatsoever.



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13. The party of the first part hereby declares that :

a) All the Occupants/holders of slum tenements of the said property have photo-passes of MHADA and his / their names are appearing in 1976/1980/1983/1985 and 1995 voters list in the said property and the same has been approved by competent authorities.

b) The party of the first part declare that they have not entered into any agreement or arrangement with any other persons to entrust the development of the said property or to grant rights with reference thereto to any one or grant rights under said Scheme and if any such claim is made by any other person / third Party to any part of the said property, then the party of the first part alone shall be liable to meet such claims and demands and ensure that the said property becomes available to the Developer for development in terms hereof; the party of the first part shall keep the Developer harmless and indemnified of from and against any loss, damages, prejudice or expense which Developer may suffer on such account including on account of any obstruction caused in the course of re-development thereof by any such claimants.

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c) The party of the first part have not been served with any notice by any authority proposing to acquire, reserve or requisition any part of the said property for any public use; and if any such notice or requisition has been received from any authority then the party of the first part alone shall comply with them at their own costs and expenses.

d) The party of the first part has not been served with any notice by any authority proposing to acquire reserve or requisition any part of the said property or in fact has demolished any portion thereof.

14. It will be the duty and responsibility of the Developer to fulfill all terms and conditions (except those which are to be fulfilled by the party of the First part) including monetary expenses in the form of scrutiny fees, IOA, C.C and debris deposits, survey expense, legal and Architect's fees at the SRA and concerned authority in respect for getting the said scheme approved as well as for regular building plans approval, to obtain IOA and C.C., on property and in connection with the construction of the tenements there under and to pay all charges to SRA including Rs.560/- per sq. meter as infrastructure cost and any other sum which may be directed by SRA and also Rs.20,000/- per occupier as deposit towards

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maintenance of eligible Slum Dwellers Premises as maintenance deposit.

15. The Developer agrees that any scrutiny fee, IOA and debris deposits or any other deposit or fees or charges payable to any department of Government of Maharashtra or other department will be paid by the Developer alone and they alone will be entitled to any refund which will be available against such payment.

16. The Developer specifically agrees that he will construct buildings as per building and layout plans approved by SRA / concerned authority / and will be fully responsible to fulfill all the terms and conditions of the Letter of Intent, I.O.A., C.C. and B.C.C. or occupancy certificate.

17. The Developer agrees that they will do the entire work of development. The cost of development or redevelopment charges will include architect fees as well as all other charges, which are to be borne by the Developer.

18. It is agreed by and between the parties that the Developer can appoint their own Consulting Architects, Engineers, Surveyors, R.C.C. consultants to co-ordinate with for efficient implementation of the scheme and better quality of workmanship. All the fees and charges of such additional consultants will be borne and paid by the Developer alone.

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19. The parties hereto agree that in case the party of first part wishes to appoint Site Engineers or Supervisors for supervising the day to day activities of construction on site, they may do so, at their own cost, but such supervisors shall be approved and shall work under the instructions of said Architect of the said Developer.

20. The party of the first part is fully aware that for redevelopment of the said plot under the slum rehabilitation scheme of government of Maharashtra, more the 70% consent of the total occupants of the said plot is required.

21. The party of the first part declares that all the paperwork's for redevelopment of the said plot of land approved under the government of maharashta's slum redevelopment scheme will be done by the party of the second part. All the expenses involved in getting the requisite sanctions and approvals will be done by the party of the second part.

22. The party of the first part agrees that they will ensure more than 70% of the occupant's notarized consent is obtained so that the said scheme of SRA can be approved and undertaken on the said plot of land.

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23. It is the responsibility of the Party of FIRST part to make his arrangement for transit accommodation



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during the construction period and it shall also be the responsibility of the first party to give vacant possession of the site, with their old structures so as to enable the Developer to start the building construction works, simultaneously for providing tenements to members and free sale tenements. The debris shall belong to Developer alone. It is further agreed that only rent charges of such transit accommodation shall be borne and paid by the Developer.

24. It is further provided that in case the transit accommodation are not available on site, the occupier shall arrange their own transit accommodation and developer shall pay Rs.3000/- as compensation per month as transit rent, per hutment/occupier/member for a period of 18 months.

25. The Party of the first part agrees and confirms that the developer can amalgamate the said project with any other project of the same developer. The Party of the first part also agrees that two separate societies will be formed viz. one of Rehabilitation building/s with PAP and second society for sale component building/s.

26. The Developer shall be entitled to sell all surplus premises/FSI becoming available in the said project to person/s of his choice on 'ownership' basis and appropriate to itself the entire sale proceeds thereof in



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his / their own name and account; the Developer may as mentioned above construct separate buildings at separate sites to provide accommodation.

27. The party of FIRST part shall get the property vacated so that the same would become available to the Developer for carrying out the construction work; the Developer shall commence construction of the buildings on the said plot of land. The Developer shall diligently proceed with the construction work and complete the same and obtain occupation / building Completion Certificate for the same. If one or more occupants are in any vacation and then the party of the first part shall take full responsibilities for vacating their dwelling, without any hindrance to the developer.

28. If the Developer are able to construct any additional area on the said property through his/their own efforts or by changing the layout and building plans and the design of construction, etc. or by getting any part of plot its own efforts and/or at his own cost get extra FSI or T.D.R. by Architectural change in SRA Scheme or otherwise without sacrificing and/or reducing the area of tenements to be granted to rehabilitate the occupants, such benefit shall accrue in favor of the Developer exclusively, and the Developer alone shall bear and pay all incidental expenses in connection therewith, also if and any additional construction (FSI) becomes permissible on account of



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changes in the Development Control Regulations; SRA Rules or otherwise, which will increase FSI beyond 2.5, then the Developer will be entitled to such benefit and no benefit shall be claimed by party of the first part.

29. All taxes and levies like land under construction, during the period of construction of the project will be borne and paid by the Developer alone.

30. It is further agreed between the parties that the developer shall procure necessary consents of the Authorities to implement the said scheme and shall get the said land transferred in the name of the society in respect of rehabilitation area "PAP building/s" and in the name of any New society for sale component building/s which would be determined in accordance with the layout and even the Developer is entitled to get the said land transferred in his name in accordance with DC Regulations 33(10) and for that purpose get necessary documents executed such as lease deed, etc...

31. The party of the first part agrees to pay or reimburse all refundable deposit amounts which have been paid by the Developer as I.O.A. and debris deposits and also payments towards temporary electric meters and water connections, etc. However, permanents individual electric meter and water meter deposits shall be paid by the party of the first part.

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32. The party of the first part will clear all arrears of rents. Property taxes, municipal taxes, etc.. payable to SRA/Collector etc, till the time of handing over of the plot to the developer; and keep the Developer fully indemnified in this respect.

33. The Developer agrees to complete the project within reasonable time of ___ months on the receipt of commencement certificates of proposed building or buildings and all the present occupants vacating the said property and fully cooperating with the Developers as required by them and handing over vacant possession to Developer after obtaining approval of plans and C.C. from SRA.

34. It is further agreed between the parties that in the event the said plot of land and the scheme is amalgamated the transfer deed of the plot of land would be executed in favor of the party of the second part and or their nominees and the party of the first part would transfer or amalgamate itself with the area or scheme amalgamated with the rehabilitation component or if permitted will dissolve itself and the party of the first part will become a member of the society of the rehabilitation component which will be amalgamated as per the bye-laws and not withstanding anything contained in this agreement to provide the premises and clause relating to providing amenities would be applicable in that event it would

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be deemed to have been acquiesced and the party of the first part would consent with the rehabilitation component of the amalgamated scheme.

35. The party of the first part hereby agrees to execute Irrevocable Power of Attorney in favour of developer with all powers to develop the said property as per DC Regulations 33(10) and various policies of Government and S.R.A.

36. The developers shall also be entitled on their own account to allow on ownership basis the premises in the building or structure to be constructed by them on the said plot or in any part of the said plot to the prospective purchasers, tenants, leasees, licensee, etc. For that purpose to enter into on their own behalf, risk and responsibility agreements or letters of allotment, NOC, or such other writings or documents in their own name. The developers shall comply and execute the agreement/letters of allotment/ writings/documents with the respective prospective purchasers; and the party of the first part shall in no way be liable for the same. All the monies received by the developers from the prospective purchasers shall be retained by the developers alone and the party of the first part shall in no way be liable or responsible to any such person/s regarding the monies either for refund thereof or for any mis-appropriation or non-application thereof or any part thereof.

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37. It is also agreed and decided by both the parties, that the developer has full and exclusive rights and can raise the finance to complete the above mentioned project/building, thru any Financial institution or any private person of his / their choice, and similarly, the said developer can mortgage, create any kind of interest or enter into a partnership with any individual, institution or private person in order to raise the finance and or to complete the said project; for this purpose no separate NOC/permission is required to be obtained by the DEVELOPER from the party of the first part.

38. The stamp duty and registration charges, if any of this agreement would be borne and paid by the party of the second part, i.e, THE DEVELOPER.



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**IN WITNESS WHERE OF** the parties have put hands and sealed the day and year first herein above written.

**THE SCHEDULE ABOVE REFERRED TO :**

**All** that piece and parcel of land bearing CTS No. F/1533, of Bandra lying being and situated at Bandra, Taluka Andheri, District Bombay Suburban District, Greater Bombay along with structures standing thereon and known as "Waghela Chawl" Zopadpatti and total land under the said slum area is 710.70 sq. meters and bounded of plan Annexed as Annexure _____.

| | | |
|---|---|---|
| On or towards North | : | Plot No: 579 |
| On or towards South | : | Plot No: 577 |
| On or towards East | : | 5th Road |
| On or towards West | : | Plot No: 583 |



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SIGNED AND DELIVERED by the )
Within named FIRST PARTY )

(1) Mr. SHANKAR MANGU for himself )
and as constituted power of attorney )
holder of )
(i) Mr. VIJAY MANGU, )
(ii) Mr. DHIRU MANGU, )
(iii) Mr. SHYAM MANGU, )
(iv) Mr. MANOHAR MANGU, )
(v) Mr. DEEPAK MANGU, )
(vi) Mr. BHAGIRATH MANGU )
(alias AVINASH MANGU), )
(vii) Ms. GAURI MANGU, )

(2) Mr. KISHAN TULSI for himself )
and as constituted power of attorney )
holder of )
(i) Mr. MANILAL TULSI, )
(ii) Mr. RAMESH TULSI, )

(3) Mr. KANU SHIVRAM )
and as constituted power of attorney )
holder of )
(i) )
(ii) Mr. JIVAN SHIVRAM, )
(iii) Mr. ASHOK SHIVRAM, )
(iv) Smt. NABU BACHOO, )
(v) Mr. RAJU SHIVRAM, )
(vi) Mr. CHANDU SHIVRAM )



बदर-1
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(4) Mr. AJIT KHIMJI WAGHELA )
and as constituted power of attorney )
holder of )
(i) Smt. MANJI BANU, )
(ii) Mr. VITTHAL RAISINGH, )
(iii) Mr. BALU SHANKAR )



**In the presence of.....** )
1. Raj Tandon )
2. Mukesh. I. N. ) Before me,

SIGNED AND DELIVERED )
BY THE WITHINNAMED Party of )
Second Part DEVELOPERS )
M/S. GURUNANAK )
Developers (I) Pvt. Ltd. through )
Director. Shri Satyen Tandon.

Gurunanak Developers (i) Pvt Ltd.
Managing Director / Director

**In the Presence of .....** )
1. Raj Tandon
2. Mukesh - I. N.

| बंदर-४/ |
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THE ADDITIONAL COLLECTOR (ENCROACHMENT/REMOVAL) AND COMPETENT AUTHORITY, MUMBAI, WESTERN SUBURBAN DISTRICT

Unit-2/Desk-5/S.R.-8/06.—Whereas, the ional Collector (Encroachment/Removal), rn Suburban District, Mumbai, has notified mpetent Authority, under section 3 of the harashtra Slum Areas (Improvement, ance and Redevelopment) Act, 1971 in t of areas comprising of all lands situated dheri and Borivali Taluka of Mumbai, ban District ;

nd whereas, on the basis of information the Slum Area available, the Competent rity is satisfied that the areas specified in chedule (hereto referred to as the said Area) ource of danger to the health, safety or nience of the public of that area and/or if neighbourhood by reason of it being owded and lacking in basic amenities has insanitary, squalid and/or otherwise ;

nd whereas, the Government in Housing rtment, Mantralaya *vide* letter No. Gavasu/ P. K. 176/Zopasu-I, dated 23rd June 2006 granted the permission to declare the area in the schedule herein area admeasuring sq. meters as Slum Areas.

w, therefore, in exercise of the powers rred on me, under section 4(*1*) of the harashtra Slum Areas (Improvement, rance and Redevelopment) Act, 1971, I, the ional Collector (Encroachment/Removal), and petent Authority, Mumbai Western Suburban rict declare the said areas to be " Slum Areas ".

*Schedule of Areas*

*Local Name of the Areas and Village.*—. oday Co.operative Housing Society, 5th Road, Khar, Plot No. 578, Khar (West), Mumbai 052. Village Bandra, Taluka Andheri.

| C.T.S. No. | Area in sq. meters |
|---|---|
| F. 1533 | 710.7 |
| Total . . | 710.7 |

*Description of Boundaries.*—

*East.*—C.T.S. No. 1534

*West.*—5th Road

*South.*—C.T.S. No. 1536, Shantikung Bldg. and Temple.

*North.*—C.T.S. No. 1532, Ram Nagar Society.

H. B. UDHAN,
Additional Collector (Enc./Removal),
and Competent Authority,
Mumbai Western Suburban District.

Office of the Additional [illegible]nc./Rem.)
Western Suburban [illegible]
Administrative Bl[illegible] Floor,
Bandra (East), [illegible]mbai 400 051.
Dated 30th Jun[illegible] 2006.

जिल्हा उप निबंधक सहकारी संस्था, सिंधुदुर्ग यांजकडून अधिसूचना

क्रमांक जिउनि/सिधु/वि-२/पणन/नियमन/२००६/३०२०.—ज्याअर्थी, आता सिंधुदुर्ग जिल्ह्यात खालील शेतमालाचे खरेदी विक्रीचे नियमन करणेचे प्रस्तावित करण्यात आले आहे.

(१) धान्ये.—गहू (तुस काढलेला व तुस न काढलेला)

ज्याअर्थी, आता महाराष्ट्र शेतमाल खरेदी विक्री (नियमन) अधिनियम, १९६३ मधील कलम ३ व कृषी व सहकार विभागाची शासकीय अधिसूचना क्रमांक एपीएम २०८१/३६३४०/४४०/११-सी, दिनांक ५ ऑगस्ट १९८१ अन्वये प्रदान करण्यात आलेल्या अधिकाराचा वापर करून मी, सी. के. गंडाळ, जिल्हा उप निबंधक, सहकारी संस्था, सिंधुदुर्ग याद्वारे सिंधुदुर्ग जिल्ह्यात वरील शेतमालाचा खरेदी विक्रीचे नियमन करण्याचा आपला इरादा जाहीर करीत आहे.

ही अधिसूचना **महाराष्ट्र शासनाचे राजपत्रात** प्रसिद्ध झाल्याचे तारखेपासून ३० (तीस) दिवसांचे आत याविषयी आलेल्या कोणत्याही हरकती अगर सूचना जिल्हा उप निबंधक, सहकारी संस्था, सिंधुदुर्ग हे विचारात घेतील.

सी. के. गंडाळ,
जिल्हा उप निबंधक,
सहकारी संस्था, सिंधुदुर्ग.

सिंधुदुर्गनगरी
दिनांक १७ मे २००६.

BY THE ADDITIONAL COLLECTOR (ENCROACHMENT/REMOVAL) & COMPETENT AUTHORITY, MUMBAI WESTERN SUBURBAN DISTRICT.

Whereas the Additional Collector (Encroachment/Removal), Western Suburban District, Mumbai has notified as Competent Authority, under section 3 of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 in respect of areas comprising of all lands situated in Andheri and Borivali Taluka of Mumbai Suburban District.

And whereas on the basis of information about the Slum Area available the Competent Authority is satisfied that the areas specified in the Schedule (hereto referred to as the said area) are source of danger to the health, safety or convenience of the public of that area and/or of its neighbourhood by reason of it being overcrowded and lacking in [illegible] amenities has been insanitary, squalid and/ or otherwise

And whereas the Government in Housing Department, Mantralaya vide letter No.Gavasu-2006/P.K.176/Zopasu-I dated 23/6/2006 has granted the permission to declare the area shown in the Schedule herein area admeasuring 710.7 Sq.meters as Slum Areas.

Now therefore, in exercise of the powers conferred on me, under section 4(1) of the Maharashtra Slum Areas ( Improvement, Clearance & Redevelopment)Act,1971, I, the Additional Collector (Encroachment/Removal) & Competent Authority, Mumbai Western Suburban District declare the said areas to be "Slum Area".

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# SCHEDULE OF AREAS

Local name of the Areas & Village: Sarvoday Co.operative Housing Society,
5th Road, Old Khar, Plot No.578,
Khar (West), Mumbai 400 052.
Village- Bandra, Taluka-Andheri.

| Sr.No. | C.T.S.No. | Area in Sq.meters | Description of boundaries |
|---|---|---|---|
| D | F.1533 | 710.7 Sq.mtrs. | East- C.T.S.No.1534<br>West- 5th Road.<br>South- C.T.S.No.1536. Shantikunj Bldg & Temple<br>North- C.T.S.No.1532 Ram Nagar Society. |
| | Total | 710.7 Sq.mtrs. | |

No. Unit-2/Desk-5/SR-8/06
Office of the Addl.Collector(Enc/Rem),
Western Suburban District,
Administrative Building,7th floor,
Bandra (East), Mumbai 400051.
Dated: 30/6/2006.

30/6

(H.B.Udhan)
Additional Collector(Enc/Removal) &
Competent Authority,
Mumbai Western Suburban District.

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क्रमांक : गवसु.२००६/प्र.क्र.१७६/झोपसु-१
गृहनिर्माण विभाग,मंत्रालय,मुंबई-४०० ०३२.
दिनांक : २३ जून,२००६

प्रति,
अतिरिक्त जिल्हाधिकारी (अति./निष्का.),
पश्चिम उपनगरे,
नवीन प्रशासकीय भवन, ७ वा मजला,
सरकारी वसाहत,वांद्रे (पूर्व),
मुंबई ४०० ०५१.

विषय: न.भू.क्र. एफ-१५३३ मौजे बांद्रा,ता.अंधेरी या जागेवर असलेली सर्वोदय को.ऑप.ही.सोसायटी येथील झोपडपट्टी, महाराष्ट्र झोपडपट्टी (सु.नि.व पु.) अधिनियम, १९७१ च कलम ४(१)अन्वये गलिच्छवस्ती घोषित करण्याबाबत

संदर्भ:- क अॉफ/अ.नि./प.उ./यु २/कक्ष ५/गवघा/एस.आर ८/२००६ दि.१७.४.२००६

महोदय,

न.भू.क्र.एफ-१५३३ मौजे बांद्रा,ता.अंधेरी या जागेवर असलेली सर्वोदय को.ऑप.ही.सोसायटी येथील झोपडपट्टी, महाराष्ट्र झोपडपट्टी (सु.नि.व पु.) अधिनियम, १९७१ च कलम ४(१)अन्वये गलिच्छवस्ती घोषित करण्याबाबत (क्षेत्र ७१०.७ चौ.मी.) संदर्भाधीन पत्रासोबत पाठविलेल्या प्रस्तावास मान्यता देण्यात येत आहे.

विषयांकित भूभाग "गलिच्छवस्ती" म्हणून घोषित करण्याबाबतची कार्यवाही करण्यात यावी व तसे शासनासही कळविण्यात यावे ही विनती. सोबत आपली मूळ संचिका (पृ.१ ते १३) पाठविण्यात येत आहे.

सहपत्र : वरील प्रमाणे.

आपला विश्वास,

( संजय खंडेकर )
कक्ष अधिकारी,महाराष्ट्र शासन

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(Rupees One Hundred Only).

The North Kanara G.S.B.Co-op. Bank Ltd.,Bandra Branch,Zapurza, Sahitya Sanswas,Kalanagar, Mumbai-400 051. D-S/STP(V)/C.R 1042/02/05/1300 to 1303

Authorised Signatory
Bandra (E) Branch.

भारत 22675 144768 SPECIAL ADHESIVE महाराष्ट्र SEP 22 2006 11:22 R.0000100/-PB5100 INDIA STAMP DUTY MAHARASHTRA

## AFFIDAVIT

I, SHANKAR MANGU VAGHRI of Mumbai, Indian Inhabitant having address at Road,Khar, Old Plot No.578, Khar (West), Mumbai-400 052 solemnly affirm and state as follows :-

1. I say that I am the Power of Attorney holder of MR. VIJAY MANGU VAGHRI, MR. DHIRU MANGU VAGHRI, MS. GAURI DHANJI VAGHRI, MR. MANOHAR MANGU VAGHRI, MR. DEEPAK MANGU VAGHRI, MR. BHAGIRATH MANGU VAGHRI, MR SHYAM MANGU VAGHRI who all have given me Power of Attorney dated 8th February,2006 inter alia, to admit execution, registration of documents concerned under the said Power in respect of the property more particularly described in the said Power.
2. I declare that the said Power is valid, subsisting and binding on the executor thereof.
3. I say that the said persons are still alive as on today.
4. The said Power of Attorney is not revoked.
5. The said Power of Attorney is applicable to the property mentioned in the development agreement dated 21st September,2006.

THE SEAL OF THE SUB-REGISTRAR ANDHERI No.-II

Solemnly affirmed at Mumbai )
this 22 day of September,2006 )

शंकर मांगु वाघरी
SHANKAR MANGU VAGHRI
EXECUTANT

BEFORE ME

NOTARY A. P. MAROO MAHARASHTRA Regd-1962 GOVT. OF INDIA

A. P. MAROO
NOTARY
MAHARASHTRA
(GOVT. OF INDIA)
TEL. 28771111

पावर-४/
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NOTARY A. P. MAROO MAHARASHTRA Regd-1962 GOVT. OF INDIA NOTARIAL NOTARIAL NOTARIAL NOTARIAL

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(Rupees One Hundred Only).

The North Kanara G S B Co-op. Bank Ltd., Bandra Branch, Zapurza, Sahitya Sahawas Kalanagar, Mumbai-400 051. D-6/BTP(V)/C.R.1042/02/05/1300 to 1303

Authorised Signatory
Bandra (E) Branch.

भारत 22677 महाराष्ट्र
135766 SEP 22 2006
11:22
Rs.0000100/-PB5100
INDIA STAMP DUTY MAHARASHTRA

## AFFIDAVIT

I KISHAN TULSI WAGHELA of Mumbai, Indian Inhabitant having address at 5th Floor, Khar, Old Plot No.578, Khar (West), Mumbai-400 052 solemnly affirm and state as follows :-

1. I say that I am the Power of Attorney holder of MR. MANILAL TULSI WAGHELA, AND MR. RAMESH TULSI WAGHELA who all have given me Power of Attorney dated 13th February,2006 inter alia, to admit execution, registration of documents concerned under the said Power in respect of the property more particularly described in the schedule under.
2. I declare that the said Power is valid, subsisting and binding on the owners thereof.
3. I say that the said persons are still alive as on today.
4. The said Power of Attorney is not revoked.
5. The said Power of Attorney is applicable to the property mentioned in the development agreement dated 21st September,2006.

Solemnly affirmed at Mumbai )
22 day of September,2006 )

K. T. W.
KISHAN TULSI WAGHELA
EXECUTANT

BEFORE ME

A. P. MAROO
NOTARY
MAHARASHTRA
(GOVT. OF INDIA)
TEL. 28771111

NOTARY A. P. MAROO MAHARASHTRA Regd-1962 GOVT. OF INDIA

NOTARY A. P. MAROO MAHARASHTRA Regd-1962 GOVT. OF INDIA NOTARIAL

NOTARY A. P. MAROO MAHARASHTRA Regd-1962 GOVT. OF INDIA NOTARIAL

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(...pees One Hun...)

The North Kanara G.S.B.Co-op Bank Ltd.,Bandra Branch,Zapurza, Sahitya Sahawas, Kalanagar, Mumbai-400 051 D-S/STP(VVC.R.1042/02/05/1300 to 1303

Authorised Signatory
Bandra (E) Branch.

भारत 22676 195768 SPECIAL ADHESIVE महाराष्ट्र SEP 22 2006 11:22 R.0000100/-PB5100 INDIA STAMP DUTY MAHARASHTRA

## AFFIDAVIT

I KANNU SHIVRAM VAGHELA of Mumbai, Indian Inhabitant having address at ...Khar, Old Plot No.578, Khar (West), Mumbai-400 052 solemnly affirm and ...as follows :-

1. I say that I am the Power of Attorney holder of MR. JIVAN SHIVRAM VAGHELA, MR. ASHOK SHIVRAM VAGHELA, MR. RAJU SHIVRAM VAGHELA, MR. CHANDU SHIVRAM VAGHELA, and MRS. NABUBEN BACCHUBHAI VAGHELA who all have given me Power of Attorney dated 8th February,2006 inter alia, to admit execution, registration of documents concerned under the said Power in respect of the property more particularly described in the schedule under:-
2. I declare that the said Power is valid, subsisting and binding on the ...thereof.
3. I say that the said persons are still alive as on today.
4. The said Power of Attorney is not revoked.
5. The said Power of Attorney is applicable to the property mentioned in the development agreement dated 21st September,2006.

...emnly affirmed at Mumbai )
...22 day of September,2006 )

KANNU SHIVRAM VAGHELA
EXECUTANT

BEFORE ME

A. P. MAROO
NOTARY
MAHARASHTRA
(GOVT. OF INDIA)
TEL. 2877 1111

NOTARY A. P. MAROO MAHARASHTRA Regd-1962 GOVT. OF INDIA

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(Rupees One Hundred Only).

भारत 22676

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SEP 22 2006

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R.0000100/-PB5100

INDIA STAMP DUTY MAHARASHTRA

The North Kanara G.S.B.Co-op Bank Ltd.,Bandra Branch,Zapurza, Sahitya Sahawas,Kalanagar Mumbai-400 051. D-S/STP/VVC.R 1042/02/05/1300 to 1303.

Authorised Signatory
Bandra (E) Branch.

## AFFIDAVIT

I AJIT KHIMJI WAGHELA of Mumbai, Indian Inhabitant having address at 5th Khar, Old Plot No.578, Khar (West), Mumbai-400 052 solemnly affirm and state as :-

I say that I am the Power of Attorney holder of MR. VITHAL RAISINGH WAGHELA, MRS. BALU SHANKAR WAGHELA, AND MR. MANJI BANU WAGHELA, who all have given me Power of Attorney dated 13th February,2006 inter alia, to admit execution, registration of documents concerned under the said Power in respect of the property more particularly described in the schedule under:-

I declare that the said Power is valid, subsisting and binding on, the owner thereof.

I say that the said persons are still alive as on today.

The said Power of Attorney is not revoked.

The said Power of Attorney is applicable to the property mentioned in the development agreement dated 21st September,2006.

Ajit K. Waghela

Solemnly affirmed at Mumbai )
21 day of September,2006 )

AJIT KHIMJI WAGHELA
EXECUTANT

BEFORE ME

NOTARY
A. P. MAROO
MAHARASHTRA
Regd-1982
GOVT. OF INDIA

A. P. MAROO
NOTARY
MAHARASHTRA
(GOVT. OF INDIA)
TEL. 26771111

NOTARY A. P. MAROO MAHARASHTRA Regd-1982 GOVT. OF INDIA NOTARIAL

NOTARY A. P. MAROO MAHARASHTRA Regd-1982 GOVT. OF INDIA NOTARIAL

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दुय्यम निबंधकः
अंधेरी 2 (अंधेरी)

# दस्त गोषवारा भाग-1

वदर4
दस्त क्र 7224/2006
309/302

**दस्त क्रमांक :** 7224/2006

**दस्ताचा प्रकार :** करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

| अनु क्र. | पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार | छायाचित्र | अंगठ्याचा ठसा |
|---|---|---|---|---|
| 1 | नाव: गुरुनानक डेव्हलपर्स (आय) प्रा लि चे संचालक सतिंदर टंडन - - पत्ता: घर/फ्लॅट नं: 517, 519, एरेजा कॉर्नर सेक्टर 17 , वाशी नवी मुंबई गल्ली/रस्ता: - इमारतीचे नाव: - इमारत नं: - पेठ/वसाहत: - श | लिहून घेणार वय 33 सही |  |  |
| 2 | नाव: शंकर मंगु हे स्वत:करीता व विजय मंगु , धीरु मंगु , श्याम मंगु , मनोहर मंगु , दिपक मंगु, भागीरथ मंगु (उर्फ अविनाश मंगु), गौरी मंगु तर्फे मुखत्यार म्हणून - - पत्ता: घर/फ्लॅट नं: फ्लॉट नं | लिहून देणार वय 64 सही |  |  |
| 3 | नाव: किशन तुलसी हे स्वत:करीता व मणीलाल तुलसी व रमेश तुलसी तर्फे मुखत्यार म्हणून - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - इमारतीचे नाव: - इमारत नं: - पेठ/वसाहत: - शहर/गाव:- ता | लिहून देणार वय 63 सही |  |  |
| 4 | नाव: कनु शिवराम हे स्वत:करीता व जिवन शिवराम, अशोक शिवराम , नबु बच्चु, राजु शिवराम व चंदु शिवराम तर्फे मुखत्यार - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - इमारतीचे नाव: - इमारत | लिहून देणार वय 57 सही |  |  |
| 5 | नाव: अजित खिमजी वाघेला हे स्वत:करीता व मनजी बानु, विठ्ठल रायसिंग आणि बालु शंकर तर्फे मुखत्यार - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - इमारतीचे नाव: - इमारत नं: - पेठ/वसाहत: - श | लिहून देणार वय 47 सही |  |  |

THE SEAL OF THE SUB REGISTRAR ANDHERI No-2



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दस्त गोषवारा भाग - 2

बदर4

दस्त क्रमांक (7224/2006)

दस्त क्र. [बदर4-7224-2006] चा गोषवारा
बाजार मुल्य : मोबदला 0 भरलेले मुद्रांक शुल्क : 100

दस्त हजर केल्याचा दिनांक: 22/09/2006 01:13 PM
निष्पादनाचा दिनांक : 21/09/2006
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :-B) करारनामा किंवा त्याचे अभिस्वीकृतिचा करार सोपस्केच
शिक्का क्र. 1 ची वेळ : (नोंदणीकरण) 22/09/2006 01:13 PM
शिक्का क्र. 2 ची वेळ : (फी) 22/09/2006 01:27 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 22/09/2006 01:29 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 22/09/2006 01:29 PM

दस्त गोषवारा केल्याचा दिनांक : 22/09/2006 01:29 PM

ओळख :-
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात.
1) रामरतीदानी मुकेश - ,घर/फ्लॅट नं: 12 बी गंगा विहार , मालाड पू
गल्ली/रस्ता: -
इमारतीचे नाव: -
इमारत नं: -
पेठ/वसाहत: -
शहर/गाव: -
तालुका: -
पिन: -
2) राजकुमार कदारथामी - ,घर/फ्लॅट नं: वरीलप्रमाणे
गल्ली/रस्ता: -
इमारतीचे नाव: -
इमारत नं: -
पेठ/वसाहत: -
शहर/गाव: -
तालुका: -
पिन: -

सही/- नोंद नेली की, या दस्तामध्ये पृष्ठ ...१४२... पाने आहेत.

सह दुय्यम निबंधक अंधेरी क्र. २
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
अंधेरी 2 (अंधेरी)

बदर -२१/ ७२२५ /२००६
पु.ठ.क्र. १ क्रमांक वर
दि. दि.: २२/९/०६

सह दुय्यम निबंधक अंधेरी क्र. २
मुंबई उपनगर जिल्हा.

पावती क्र. 7219 दिनांक 22/09/2006
पावतीचे वर्णन
नाव: सुरुनानक डेव्हलपर्स (आय) प्रा लि चे संचालक सतिश दडन -

30000 नोंदणी फी
2040 नकलेस (अ. 11(1)), पृष्टांकनाची नकलेस (अ. 11(2)).
*हजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

32040 एकूण

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

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