

Receipt (pavti)

508/16655

पावती

Original/Duplicate

Tuesday, September 26, 2023

नोंदणी क्र.: 39म

11:15 AM

Regn.: 39M

पावती क्र.: 17872 दिनांक: 26/09/2023

गाद्याचे नाव: मादुंगा

दस्तावेजाचा अनुक्रमांक: बबई-4-16655-2023

दस्तावेजाचा प्रकार: डेव्हलपमेंट वेंचीमेंट

मादर करणाऱ्याचे नाव: बाफ ना प्रॉपर्टीज एलएलपी तर्फे भागीदार जतीन अशोक बाफता

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3600.00

पृष्ठांची संख्या: 180

एकूण:

रु. 33600.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सुची-२ अंदाजे

11:35 AM ह्या वेळेस मिळेल.

सह. दुसऱ्या निबंधक, मुंबई-४

वाजार मूल्य: रु. 80069000/-

मोबदला रु. 78500000/-

मरलेले मुद्रांक शुल्क: रु. 4003500/-

सह. दुसऱ्या निबंधक वर्ग - २

मुंबई शहर रु. ४

DELIVERED

1) देयकाचा प्रकार: DHC रकम: रु. 1600/-

डीडी/धनादेश/पि ऑर्डर क्रमांक: 0923259322589 दिनांक: 26/09/2023

वेंचले नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/धनादेश/पि ऑर्डर क्रमांक: 0923257622540 दिनांक: 26/09/2023

वेंचले नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पि ऑर्डर क्रमांक: MH008049698202324M दिनांक: 26/09/2023

वेंचले नाव व पत्ता:

TRUE COPY

MUKESH JAİN
ADVOCATE2nd Floor, Mantri Building,
J.S.S. Road, Opp. Girgaon Church,
Mumbai - 400 004.

TRUE COPY

[Signature]
MUKESH JAIN
ADVOCATE
2nd Floor, Marathi Bldg
42-B, Road Opp. Ginning Churni,
Mumbai - 400 001

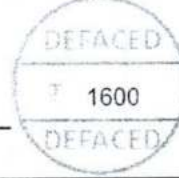


D H C
Document Handling Charges
Inspector General of Registration & Stamp

Receipt of Document Handling Charges

PRN	0923259322589	Receipt Date	26/09/2023
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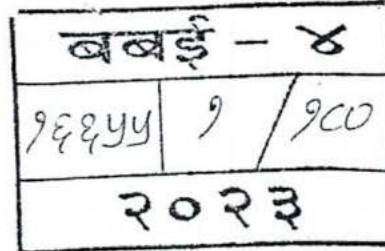
Received from DHC , Mobile number 9821364228, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered on Document No. 16655 dated 26/09/2023 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.



Payment Details

Bank Name	sbiepay	Payment Date	25/09/2023
Bank CIN	10004152023092520638	REF No.	202326826339746
Deface No	0923259322589D	Deface Date	26/09/2023

This is computer generated receipt, hence no signature is required.





D H C
Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0923257622540

Receipt Date 26/09/2023

Received from DHC , Mobile number 9821364228, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 16655 dated 26/09/2023 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.



Payment Details

Bank Name sbiepay

Payment Date 25/09/2023

Bank CIN 10004152023092520598

REF No. 202326826223806

Deface No 0923257622540D

Deface Date 26/09/2023

This is computer generated receipt, hence no signature is required.

बकाई - ४	
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Matunga Division C.S. No. 156A/10		
Zone	16/106	
Land Rate	105730	p.sq.mtr
Resi. Rate	248970	p.sq.mtr
Shop Rate	311210	p.sq.mtr
Const. Cost	30250	p.sq.mtr
Tenant Area	570.89	sq.mtrs. B.up
Owner Area		sq.mtrs. B.up
Plot Area	576.93	sq.mtrs.
Permissible FSI	3.00	
Permissible BUA	1730.79	sq.mtrs.
Add Fungible 35%	605.77	sq.mtrs.
Total Permissible BUA	2336.56	sq.mtrs.
Area to be handed over to Owners	41.98	sq.mtrs. B.up
Tenant Area	2294.58	sq.mtrs. B.up
Add 80% incentive area on existing area (612.84 x 1.80)	2294.58 + 570.89 + 1103 = 3968.47	sq.mtrs.
Bal FSI (3968.47 - 2865.47)	= 1103	sq.mtrs.
MV of Bal. FSI	(1103 x 105730)	11,66,20,500/-
Less Construction Cost	(570.89 + 41.98) = 612.87 x 30250	(-) 1,85,39,500/-
Less Fungible Premium	605.77 - (612.78 X 35%) 241.47 = 391.30	
	391.30 x 105730 x 0.50	(-) 2,06,86,500/-
	Total	= 7,73,94,500/-
	rounded off	= 7,73,94,500/-
Consideration:		
Area to be given to Owners	41.98 x 30250 =	12,70,000/-
Refundable Deposit		0
Monetary		7,85,00,000/-
Development charges	41.98 x 105730 x 2% =	88,771/-
Infrastructure charges	41.98 x 5000 =	2,09,900/-
	Total	8,00,68,671
	rounded off	8,00,69,000/-
Sd. On Mkt. Value	Sd. @ 5%	40,03,500/-
	Total Stamp duty	40,03,500/-

चवई - ४

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सह दुय्यम निबंधक वर्ग - ४
मुंबई शहर क्र. ४.



बबई - ४		
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4033500.00

Digitally signed by DS
DIRECTORATE OF ACCOUNTS
AND TREASURIES MUMBAI 02
Date: 2023.05.25 11:15:39 IST
Reason: GRAS Secure Document
Location: India

Not valid for transportation documents
 Mobile No. 8
 99999 9 / 900
 2023

Print Date 26-09-2023 11:16:39



बबई - ४		
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0923257622540	Date 25/09/2023
Received from DHC , Mobile number 9821364228, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.	
Payment Details	
Bank Name sbiepay	Date 25/09/2023
Bank CIN 10004152023092520598	REF No. 202326826223806
This is computer generated receipt, hence no signature is required.	

बबई - ४	
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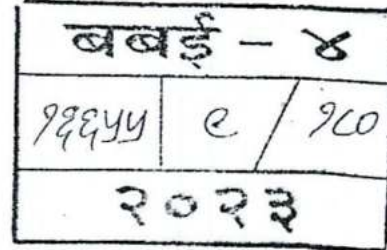


बवाई - ४

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Department of Stamp & Registration, Maharashtra	
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Payment Details	
Bank Name sblepays	Date 25/09/2023
Bank CIN 10004152023092520638	REF No. 202326826339746
This is computer generated receipt, hence no signature is required.	



खबई - ४

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CHALLAN
MTR Form Number-6



GRN	MH008049698202324M	BARCODE			Date	13/09/2023-11:08:44		Form ID	25.2				
Department Inspector General Of Registration					Payer Details								
Stamp Duty Type of Payment Registration Fee					TAX ID / TAN (If Any)								
					PAN No.(If Applicable)								
Office Name BOM4_JT SUB REGISTRAR MUMBAI 4					Full Name		BAF NA PROPERTIES LLP						
Location MUMBAI													
Year 2023-2024 One Time					Flat/Block No.		CS NO. 156A/10						
Account Head Details				Amount In Rs.	Premises/Building								
0030045501 Stamp Duty				4003500.00	Road/Street		MATUNGA DIVISION						
0030063301 Registration Fee				30000.00	Area/Locality		MUMBAI						
					Town/City/District								
					PIN			4	0	0	0	1	4
					Remarks (If Any) SecondPartyName=DEEPA DIGAMBAR SAVANT AND OTHER-								
					Amount In	Forty Lakh Thirty Three Thousand Five Hundred Rupe							
Total				40,33,500.00	Words	es Only							
Payment Details BANK OF MAHARASHTRA					FOR USE IN RECEIVING BANK								
Cheque-DD Details					Bank CIN	Ref. No.	02300042023091881433			232614053056			
Cheque/DD No.					Bank Date	RBI Date	18/09/2023-17:09:30			20/09/2023			
Name of Bank					Bank-Branch		BANK OF MAHARASHTRA						
Name of Branch					Scroll No. , Date		30920 , 20/09/2023						

Department ID : _____ Mobile No. : 9693840962
 NOTE:- This challan is valid for documents to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चटान केवल दस्तावेज निकाशत न्यायालयी न्यायालयी कार्यालयी दस्तावेजांच्या दस्तावेजांच्या दस्तावेजांच्या सदर चटान लागू
 नारी. Signature Not _____

Signature Not Verified

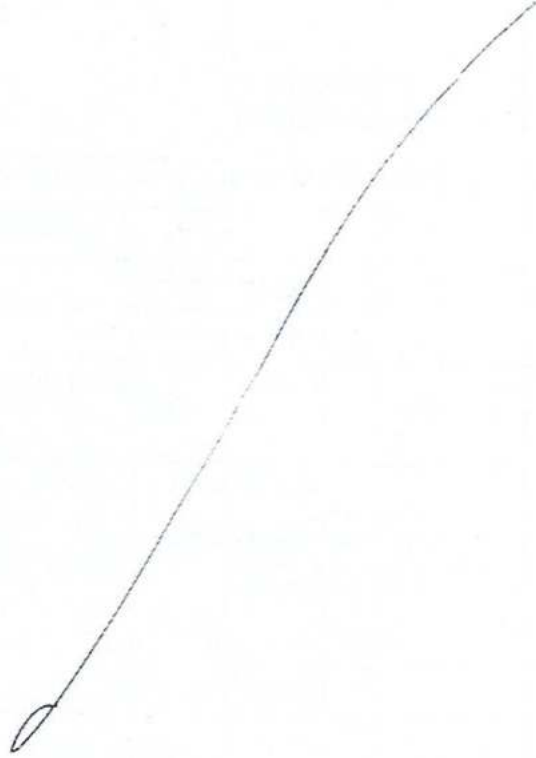
Digitally signed by DS
DIRECTORATE OF
ACCOUNTS AND
TREASURES MUMBAI 02
Date: 2023.02.22 15:51:35
IST
Reason: GRAS Secure
Document
Location: India



जबई - ४

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बबई - ४		
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TRUE COPY

MUKESH JAIN
ADVOCATE

2nd Floor, Mantri Building,
J.S.S. Road, Opp. Girgaon Church,
Mumbai - 40004.

Jaydeep Savant
सौ. दीपा शिवंत
Satish

This DEVELOPMENT AGREEMENT made at Mumbai this 26th day of Sep 2023 Between:

DEEPA DIGAMBAR SAVANT (PAN: BGTPS4173G); and JAYDEEP DIGAMBAR SAVANT (PAN: ANYPS0252M), both of Indian inhabitants, residing at 163/B, Girija Bhuvan, 1st Floor, Block No. 5, Dr. Babasaheb Ambedkar Road, Opposite Parsi Gymkhana, Dadar East, Mumbai- 400 014, hereinafter collectively referred to as the "Owners" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators, successors and permitted assigns) of the One Part;

AND

BAF NA PROPERTIES LLP (PAN: AAZFB5506H), a limited liability partnership firm, incorporated under the Limited Liability Partnership Act, 2008, bearing LLP Identification No. ABB-1140, having its registered office at 2B 2nd Floor, Bafna Mansion, 127 Kika Street, Gulalwadi, Madhavbaug, Mumbai, Maharashtra, India-400004, through its Designated Partner Mr. Jatin Ashok Bafna, having DIN: 03475894 vide Resolution dated 10th February 2023, hereinafter referred to as the "Developer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said LLP the survivors or survivor of any of them and their heirs, executors and administrators of the last survivor of them and their/ his or its successors in title, and permitted assigns) of the Other Part.

WHEREAS:

A. The Owners have represented to the Developer that

- The Owners are the co-owners of (having 25% and 75% undivided share, right, title and interest respectively) and as such are jointly seized and possessed of and otherwise well and sufficiently entitled to a perpetual leasehold rights into or upon all that piece and parcel of land, hereditaments and premises bearing Plot No. 163-B, admeasuring 576.96 sq. mtrs or 690 sq.yrds. or thereabouts, and bearing C.S. No. 156-A/10 and New C.S. No.1114, of Matunga Division (hereinafter referred to as

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Jaydeep Savant

सौ. दीपा शिवंत

Satish

the said "Plot"), together with the three structures standing thereon being the main building known as "Girija Bhuvan", comprising of ground plus three floors, and two closed garages (hereinafter collectively referred to as the "said Building"), lying and being and situate at Dr. Babasaheb Ambedkar Road, Vincent Road, Dadar, Mumbai- 400 014. The said Land and the said Building are more particularly described in the Schedule hereunder written and shown delineated by red color boundary line on the block plan thereof hereto annexed as Annexure A and are hereinafter collectively referred to as "the said Property";

- b. The said main Building is having total twelve tenements. Out of the same one tenement is occupied by the unauthorized representative of the original deceased government allottee (i.e., Flat No.9) and the other is occupied by statutory tenant (i.e., Flat No.3) in respect whereof there is an ongoing pending litigation (Existing Occupants Flats). There are two garages, one is self-occupied by the Owners and other is occupied by a lawful tenant. Details of the above tenements and garages, names of the respective Existing Tenants/Occupants in occupation thereof are set out in the statement hereto annexed as Annexure "B";
- c. The said Property has been acquired by the Owners by the following deeds and events:

- (i) By and under an Indenture dated 29th July 1964 (registered with the Sub-Registrar of Assurances at Bombay under serial no. 2938 of 1964) (hereinafter referred to as "the said Head Lease"), made between Municipal Corporation of Greater Bombay (therein and hereinafter referred to as the Corporation") of the first part, one Shailendra Eknath Sukthankar I.A.S., the Municipal Commissioner for Greater Bombay (therein referred to as "the Commissioner") of the second part and Bai Girijabai

बबई - ४		
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Jaydeep Savarkar

सौ. तदिया रत्नाचल

Savarkar

Shankarrao Sawant (therein referred to as "the Lessee" and hereinafter referred to as the "Original Lessee") of the third part, the Corporation thereby demised unto the Original Lessee, the said Land, delineated on the plan thereon thereto annexed being thereon coloured pink, blue, green and burn sienna and surrounded by red boundary line (which is same as the plan hereto annexed as Annexure A), together with the said Building standing thereon (more particularly described therein called the "Demised Premises"), with effect from 3rd November 1934, in perpetuity and also together with the right in common with the Corporation and the lessees and tenants of Plot 163/D, 163/F, 163/E, 163/C and 163/A of the said Estate to pass and repass, on foot and with or without animals or vehicles over the strip of land 133 ft. or thereabout in length and 20 ft. in width, a moiety of which strip 10 ft. in width forming part of the demised premises and Plot No. 163/D and the other moiety of 10 ft. in width forming part of Plot Nos. 163/C and 163/A, which strips leads from Plot Nos. 163/F and 163/E to Kingsway to the south-east of the premises and Plot no. 163/A (marked as common passage on the plan thereto annexed and therein and hereinafter referred to as the "Common Passage"), except and reserving unto the Corporation and the lessees and tenants of Plot Nos. 163/D, 163/F, 163/E, 163/C and 163/A, a right to pass and repass on foot and with or without animals and vehicles and over and along the North Eastern ten feet strips of the demised land, which strips is shown coloured in burnt sienna on the

said plan and forms part of common passage aforesaid, for the use and convenience of the said Estate, and on the terms and conditions contained therein;

the Original Lessee i.e., Girijabai S. Sawant, died intestate at Mumbai, leaving behind her, her two sons namely



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Shankarrao Sawant

श्री. निपा सावंत

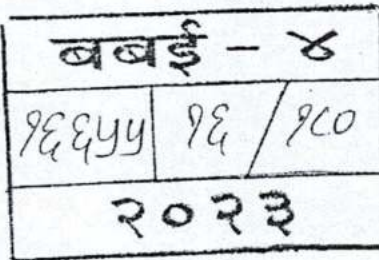
Sawant

Vasant Shankarrao Sawant and Madhusudan Shankarrao Sawant, as her surviving legal heirs, as per the Hindu succession act by which she was governed. In view of the same, the said Vasant Shankarrao Sawant and Madhusudan Shankarrao Sawant became entitled to the said Property as the lessees thereof each having 50% share therein;

- (iii) One of the lessee i.e. Vasant Shankarrao Sawant died on 10th May 1994, leaving behind him his last Will and Testament dated 24th March 2005 (the Will). In respect of the said Will, Letters of Administration dated 26th April 2007 was granted by the Hon'ble High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction in T & IJ Petition No. 244 of 2005, in favour of Jaydeep Digambar Savant (i.e., the beneficiary under the said Will), through his duly constituted attorney of Digambar Madhusudan Sawant;



- (iv) In view of the aforesaid, Owner No.2 i.e., Jaydeep Digambar Savant became entitled to 50% undivided share of the said late Vasant Shankarrao Sawant into or upon the said Property;



- (v) The other lessee i.e., Madhusudan Shankarrao Sawant died on 7th July 2000, leaving behind his last Will and Testament dated 14th February 1983 (the Will). In respect of the said Will, Letters of Administration dated 25th April 2006 was granted by the Hon'ble High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction in T & IJ Petition No. 245 of 2005, in favour of Digambar Madhusudan Sawant (being one of the legatee under the said Will);

- (vi) Under the said Will, the said 50% undivided share of the said late Madhusudan Shankarrao Sawant was bequeathed to his Wife i.e., Malatibai Madhusudan Sawant, and his

Jaydeep Sawant

स. वि. दिपा सावंत

Savit

two sons i.e., Digambar Madhusudan Sawant and Shankar Madhusudan Sawant in equal share. The said Malatibai Madhusudan Sawant died intestate on 30th March 1999 and the said Shankar Madhusudan Sawant died intestate on 1st December 2002. The said Shankar Madhusudan Sawant died as a bachelor leaving behind him his only brother i.e., Digambar Madhusudan Sawant as his sole surviving legal heir as per the Hindu law of succession and in view thereof, the said Digambar Madhusudan Sawant became entitled to the said 50% undivided share into or upon the said Property;

(vii) The said Digambar Madhusudan Sawant died intestate on 8th March 2015 leaving behind him the Owners as his surviving legal heirs each having equal share in the said 50% undivided share, right, title and interest of the said Digambar Madhusudan Sawant, as per the Hindu law of succession by which he was governed;

(viii) By virtue of the aforesaid deeds and events, the Owners are absolutely seized and possessed of and otherwise well and sufficiently entitled to leasehold interest in the said Property, respectively having 25% and 25% undivided share, right, title and interest therein.

B. The Owners have further represented to the Developers that:

- The said Head Lease is valid, subsisting and binding on the parties;
- As per the Municipal and Revenue Records, the said Property is standing in the joint names of Vasant Shankarrao Sawant and Madhaukar Shankarrao Sawant, i.e. the predecessor in title of the Owners, as the Lessees;
- Save as the rights of the Tenants / Occupants in respect of their respective tenements, the Owners have not created any third party right or interest of any nature whatsoever, in the said



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2023	

Taydeep Sawant

श्री. दीपा शवंत

Satish

Property or any part thereof, in favour of any person/s by way of sale, lease, tenancy, mortgage and/or charge, gift (oral or written) by executing any agreement, document, writings, and declaration to that effect;

- d. No notice has been received by the Owners from Government or anybody or authorities under the Epidemic Diseases Act or the Land Acquisition Act or Maharashtra Regional and Town Planning Act, Urban Land (Ceiling and Regulation) Act, 1976 Maharashtra Land Revenue Code, 1966 or the Defence of India Act or under any legislative enactment, Government Ordinance, Order or notification including any notice for acquisition or requisition of the said Property or any part thereof. The said Property is not included nor is a part of any intended or published scheme of improvement of any public body or authority;



There is no decree, order, attachment or restraint order passed by any court or authority or any statutory body having jurisdiction in India, which restrains the Owners from dealing with or developing the said Property or any part thereof, subject to the rights of Tenants / Occupants in respect of their respective tenements;

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Save and except the pending litigation more particularly set out in Annexure C hereto, neither the said Property nor any part/s thereof is the subject matter of any other litigation and/or any order or decree of any court, tribunal or quasi-judicial body or authority whereby or by reason whereof the Owners are prevented or restrained from dealing with or developing the Property and their right, title and interest in the said Property have not been attached either before or after judgment or by or at the instance of any tax or other authorities;

- g. There is no agreement, arrangement, contract or commitment by the Owners with any person/s either for sale or lease or license to develop or to enter into any Joint Venture for development or to introduce the said Property in any partnership or otherwise to

Jaydeep Savant

सा. दिवा शाबंत

Savant

alienate the said Property and the Owner is fully entitled to grant the development rights in respect of the said Property to the Developer in the manner herein provided;

- h. Under the provisions of said Head Lease, the Owners and their respective successors in title, as the Lessees, are entitled to assign/transfer the leasehold interest in perpetuity without any reference/prior permission/concurrence of the Corporation, provided however, that so often as the said Property or any part thereof shall, by assignment or transfer or by death or by operation of law or otherwise howsoever becomes assigned or transferred for the estate in perpetuity, to cause every deed or instrument of assignment or transfer and every probate of a Will or Letters of Administration, Decree, Order, Certificate or other documents effecting or evidencing the assignment or transfer to be left at the office of the Corporation for the purpose of registration in the Estate Register of the Corporation within a period of 4 calendar months after the date of such document and for seven days at least;
- i. Save as aforesaid, the title of the Owners is ~~clear and~~ marketable and free from all encumbrances;

- C. The Developer has represented to the Owners that, ~~it is engaged in the~~ business of development of real estate and has necessary experience and technical expertise in carrying out and completing successfully the said Project (as defined below) and has expressed its confidence and ability both financially as well as technically, to carry out and complete the said Project, within a period of 36 (Thirty-six) months (subject to grace period of 6 (six) months and force majeure), from the date of last of the Existing Tenants / Occupants handing over the vacant possession of his / her / their tenements to the Owners and the Owners handing over the vacant possession of the said Property to the Developer i.e. the Effective Date;

- D. The Developer has right to purchase additional FSI / Transferable

Tayadeep Savant

य. दिपा राने

Savant

Development Rights ('TDR'), at its own cost, as is permitted under the provisions of DCPR 2034, in the name of the Owners and to utilize the same for construction of new building by demolishing the existing building and using the available Floor Space Index ('FSI') and additional FSI / loading TDR area to be so purchased by the Developer in respect of the said Property is absolutely belongs to Developers only;

E. The Developer has taken physical inspection of the Property and has independently investigated and accepted the title of the Owner to the said Property, subject to the said Existing Tenants / Occupants;

F. The Developer has carefully studied the work and site conditions, specifications, schedules and drawings and various other data and has visited the site, carried out its own inquiries and measurements and has fully acquainted itself regarding the local conditions and the surroundings including market conditions of real estate etc. The



Developer has carried out its own surveys, investigations, and assessment of site conditions. The Developer is deemed to be fully aware of all statutory requirements including those concerning with labour and the local conditions / status of availability and employment of labour. The Developer is deemed to have its own assessment of present and future market. The data given by the Owners is made available in good faith only for general information without any commitment or responsibility on the part of the Owners about its accuracy. The Developer has accordingly worked out its proposal.

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G. Subject to the obligations hereinafter mentioned, the Owners have agreed to grant development rights to the Developer in respect of the Property, and that the Developer shall be entitled to the Developers Premises (as defined below) and the Existing Tenants/ Occupants shall be entitled to the Rehab Premises (as defined below), for the consideration and on the terms and conditions contained herein.

Jaydeep Savant

सा.दिवा-शाबंत-

Savant