

Tuesday, August 08, 2006 5:00:00 PM

पावती



पावती क्र.: 6144

गावाचे नाव

दिनांक 08/08/2006

दस्तऐवजाचा अनुक्रमांक

वदर4 - 06100 -2006

दस्ता ऐवजाचा प्रकार

घोषणा पत्र

सादर करणाराचे नाव:इब्राहीम शेख -

नोंदणी फी

5800.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

480.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (24)

एकूण

6280.00

आपणास हा दस्त अंदाजे 5:14PM ह्या वेळेस मिळेल

मोबदलाः ०रु.

बाजार मुल्य: 538500 रु.

भरलेले मुद्रांक शुल्क: 100 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ताः देना बॅन्क ;

डीडी/धनाकर्षं क्रमांक: 980911; रक्कम: 5800 रू.; दिनांक: 08/08/2006





नहाराष्ट्र MAHARASHTRA = 1 AUG ZUUG

oper Offices

र्फ़ि सी. कांचन हर्षद बोंगाळे र्फ़ कोलगेट पेदाना गरोर, मार्डवाका मंदिरा श्रेजारी ४, खेर नगर, बादे (पूर्व), प्रवर्द-५७, क्र. all/aladi/and Ibrahim SharkAUG 2006;

AC 463209

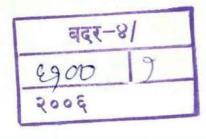
क्षा अपने के पेपर लिकाला

005417

:DECLARATION CUM DEED OF CONFIRMATION:

THIS DECLARATION CUM DEED OF CONFIRMATION is made and entered into at Mumbai on this 8th day of August, 2006, MR. IBRAHIM SHAIKH, an adult, Muslim, Indian Inhabitant, residing at Mumbai, hereinafter called and referred to as "the TENANT PURCHASER" (Which expression shall mean and include the heirs, executors, administrators & assigns) of the PARTY TO THIS DEED:

WHEREAS M/s. SAVLA REALTORS & DEVELOPERS PVT.LTD, the Owners/Realders, entered into an Agreement dt.13.2.2004, with the Tenant/Purchaser in respect of Allotment of Flat No. 903, 9th floor, REHANA HEIGHTS, Chapel Lane, Bandra (W) Mumbai-400050, more particularly described in the Schedule;



2/

AND WHEREAS the Party/s hereto abovenamed have failed to appear before the Sub-Registrar of Assurances, at Bandra (E) Mumbai-400051 , within the time limits granted for the purpose of Registration of Documents as per the Provisions of Section 4 of Maharashtra Ownership Flats (Regulations of Promotion, Construction, Sale, Management Act, 1963) read with Indian Registration Act, 1908.

AND WHEREAS the Party/s hereto Tenant/Purchaser has/have paid the Stamp duty as per Adjudication.

AND WHEREAS the Party/s by this DECLARATION CUM
DEED OF CONFIRMATION Confirm the said Document dated.13th
Feb.2004 , which is annexed and marked as EXHIBIT--A.





: NOW THIS DEED WITNESSES AS UNDER :

- 1. That the Confirming Party Tenant/Purchaser above entered into an Agreement dated.13th February,2004, with M/s.SAVLA REALTORS & DEVELOPERS PVT.LTD, the Owners/Builders, and failed to appear before the Sub-Registrar of Assurances, at Bandra (E), Mumbai-400051 . Therefore today by this Deed of Confirmation Cum Declaration the Confirming Party/s Confirm this Document for and on the terms and conditions mentioned in this Document.
- 2. That the Confirming Party/s appear before the SubRegistrar of Assurances, at Bandra (E) Mumbai-400051,
 with this Deed of Confirmation to register the said Document
 at it has been executed today and presented the same for
 Registration as per the Registration of Documents Act, within
 time limit of the said for the purpose of Registration
 of this Deed.

IN WITNESS WHEREOF the Party/s hereto have hereunto set and subscribed their respective hands, signatures on the day, month and year hereinabove written;



: THE SCHEDULE OF THE PROPERTY :

in the Building known as REHANA

HEIGHTS, Chapel Lane, C.T. S No. 338.339.340,

situate, lying and being at Village:

Danda-Bandra, Taluka: Andheri, admeasuring

Builtul Suntacut

882.10 Sq.fts . Bandra (W) Mumbai-400050

SIGNED SEALED AND DELIVERED by)

the Withinnamed TENANT/

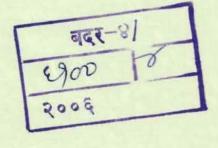
PURCHASER MR. IBRAHIM SHAIKH,

in the presence of.

) TENANT/ PURCHASER.

2. Dona





दस्त गोषवारा भाग-1

वदर4 दस्त क्र 6100/2006

08/08/2006 5:00:31 pm दुय्यम निबंधकः

अंधेरी 2 (अंधेरी)

म निबंधकः

4122

दस्त क्रमांक :

6100/2006

दस्ताचा प्रकार : घोषणा पत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा

ा नावः इब्राहीम शेख - -पत्ताः घर/फ्लॅट नंः 903 ,9 वा मजला , रेहाना हाईटस , चॅपल लेन , सांताकुझ प , मुं 54 गल्ली/रस्ताः -

गल्ली/रस्ता: -ईमारतीचे नावः -ईमारत नं: -

ईमारत नं: -पेठ/वसाहत: -शहर/गाव:-तालुका: -पिन: -प लिहून देणार

वय 50 सही

ع إيرة ع كالرح في





नावः - - - पताः घर/फलॅट नंः - गल्ली/रस्ताः - ईमारतीचे नावः - ईमारत नंः - पेट/वसाहतः - शहर/गावः - तालुकाः - पिनः -

पॅन नम्बर: -

लिहून घेणार

वय सही

उपलब्ध नाही

उपलब्ध नाही



दस्त गोषवारा भाग - 2

वदर4

दस्त क्रमांक (6100/2006)

8/22

दस्त क्र. [वदर4-6100-2006] चा गोषवारा

बाजार मुल्य :538500 मोबदला 0 भरलेले मुद्रांक शुल्क : 100

दस्त हजर केल्याचा दिनांक :08/08/2006 04:55 PM

निष्पादनाचा दिनांक: 08/08/2006 दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :64) घोषणा पत्र

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 08/08/2006 04:55 PM शिक्का क्र. 2 ची वेळ : (फ़ी) 08/08/2006 05:00 PM शिक्का क्र. 3 ची वेळ : (कबुली) 08/08/2006 05:00 PM शिक्का क्र. 4 ची वेळ : (ओळख) 08/08/2006 05:00 PM

दस्त नोंद केल्याचा दिनांक: 08/08/2006 05:00 PM

पावती क्र.:6144

दिनांक:08/08/2006

पावतीचे वर्णन नांव: इब्राहीम शेख - -

:नोंदणी फी

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

(आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

6280: एकुण

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळ्युतात, व त्यांची ओळख पटवितात.

Jones

1) यज्ञेश कोठडीया - - ,घर/फ्लॅट नं: एफ 1 मंगल कुंज , बोरीवली प गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहतः -

शहर/गाव:-

तालुका: -

पिन:

2) अल्पेश तन्ना - - ,घर/फ़्लॅट नं: वरीलप्रमाणै

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहत:

शहर/गाव:-तालुकाः -

पिन: -

प्रमाणिन करणेन देते की, या इस्तामध्ये एकृण 🔈 🗥 पाने आहेत.

सहपत्र नों ,ण्यात आले नाही.

अंधेरी 2 (अंधेरी)

बदर-४/६१०० /२००६ पुस्ता समाज १, कमांक

दिनांकः 1000/2006

र वर् उपनार जिल्हा.



क्रमीक: 6 13 FEB 2004 मुख्य महानगर दँडाधिका ी कार्णालय मैंगई

सर्वभीशिशियोगती Developers Prf. Ltd.

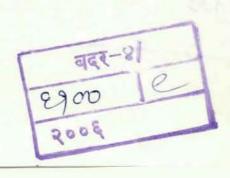
सुदाँक विकेता

AGREEMENT

सहपत्र नोंदण्यात आले नाही.

Mumbai this 13 day of February the Christian Year
Two Thousand Four BETWEEN M/S. SAVLA REALTORS &
DEVELOPERS PVT. LTD., a Company registered under the
Companies Act, 1956 and having its registered office at
1, Summer Gueen, 1st Hasanabad Lane, Santacruz (West),
Mumbai - 400 054, hereinafter referred to as the
"Owners/Builders" (which expression shall unless it be





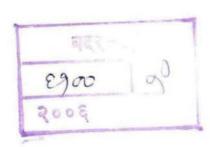
M. V. 538500 old Break - 885 Sq Leet

New Area - 882.10 94 to Certificate u/s. 41 of the Bombay Stamp Act, 1958, No. Adj. A 1063 2006 Office of the Collector of Stamp Dated ... 7 ... / . 8 ... / 2006 ... Received from Shri . I brahim shaikh. resid n. of insufficient Storp duty of Re. (1.1060) Eleven Howard Sixty only, wide or with 1900. 1., coted 7.8.2006 chargerable and rentiale. 2500) of schedul. I of Donabay S amp Act, 1958 Confied thele lesting 41 of the Bombay E. (1060 + Elevon thousand sixty only,
and produce 1 have be a public expected half runers. The catificate is man or a star property of set of a set of the British Act, 1918. Place Andlund



Andheri





Date

7-8.2006

repugnant to the context or meaning thereof shall be deemed to mean and include its Successors and Assigns) of the One Part; AND MR.IBRAHIM SHAIKH of Mumbai Indian Inhabitant, hereinafter called the "Tenant/Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the Diem Ratio

WHEREAS:

of or otherwise well and sufficiently en No. (West),
plot of land at Chapel Road, Santacruz (West),
Mumbai - 400 054 bearing N.A. Survey No.176 (pt),
177, 182 (pt) and City Survey Nos.338, 339, 340 and
341 of Bandra (West) and containing by
admeasurement about 1372 Sq. Yds. equivalent to
1147 Sq. Mts. or thereabouts. A more particular
description of the said property is given in the
First Schedule hereunder written and hereafter for
brevity's sake called the said "Property":

Builders to the Additional Collector and Competent
Authority appointed under the provisions of the
Urban Land (Ceiling & Regulation) Act, 1976 for the
necessary exemption and also for the re-development
of the said property, the Additional Collector and
Competent Authority, ULC, Greater Mumbai by its
Exemption Order bearing No.C/ULC/D.III/22/6556

dated 28.2.2000 accorded permission for redevelopment of the said property on the terms and conditions more particularly set out in the said Exemption Order. Hereto annexed and marked Annexure "A" is a copy of the said permission for re-development dated 28.2.2000;

- (iii) The Tenant/Purchaser is occupying Room No.9 on the 1st floor in the existing building and paying monthly rent of Rs.32/- (Rupees Thirty Two only) to the Owners/Builders;
- (iv) In view of the Owners/Builders having desired to develop the said property, the Tenant/Purchaser has agreed to extend his cooperation;
- (v) In consideration of the said cooperation extended by the Tenant/Purchaser, the Owners/Builders have agreed to provide to the Tenant/Purchaser permanent accommodation in the new proposed building to be constructed on the said property and the parties are therefore, desirous of reducing into writing the terms and conditions on which they have agreed to do so in the manner appearing hereinafter.

NOW KNOW YE AND THESE PRESENTS WITNESSETH AND IT
IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

1. The aforesaid recital shall form integral part of these presents and AFGIST



चदर-8/ 2900 | 92 २००६



- 2. It is agreed, declared and confirmed by the Tenant that the lenant is a lawful monthly lenant in respect of Room No.9 on the 1st floor in the existing building which admeasures about 885 sq. ft. built-up area and paying the monthly rent of Rs.32/- (Rupees Thirty Two only) to the Owners/Builders. The said premises is hereafter for brevity's sake referred to as the "Tenanted Premises".
- 3. The Tenant/Purchaser has further declared, assured and represented the Owners/Builders as under :-
- a) The Tenant/Purchaser along with his family members is occupying the tenanted premises;
- b) The Tenant/Purchaser has not created any third party rights concerning the said tenanted premises by way of sub-tenancy, lease, sub-lease, leave & license or in any other manner;
- c) No litigation of whatsoever nature is pending in any Court of Law concerning tenanted premises;
- d) The Tenant has not done illegal or immoral act whereby or by reason whereof his tenancy rights can be terminated;
- e) The Tenant /Purchaser is absolutely entitled to enter into this Agreement with the Owners/Builders

बद्द-8



- 4. Relying upon the aforesaid representations. assurances and declarations by the Tenant/Purchaser, the parties are entering into this Agreement.
- 5. In lieu of the Tenant/Purchaser having agreed to surrender all his right, title and interest including the tenancy rights concerning the tenanted premises in favour of the Owners/Builders, the Owners/Builders have agreed to provide to the Tenant and the Tenant has agreed to accept from the Owners/Builders a permanent accommodation being Flat No.903 on the 9th floor admeasuring 882.10 built up area in the proposed new building to be known as "Rehana Heights" on the property which is more particularly described in the First Schedule hereunder written and hereinafter for brevity's sake called the said "Permanent Accommodation".
- 6. The Owners/Builders have agreed to provide the said permanent accommodation to the Tenant/Purchaser free of costs and on Ownership Basis.
- 7. The Tenant/Purchaser has given his full, free and irrevocable consent to the Owners/Builders for the purpose of demolishing the existing structure and putting up a new building as per the sanctioned plan, I.O.D. bearing No.CE/990/WS/AH dated 20.5.2002 and Commencement Certificate of even number dated 12.6.2002 for the construction of a multi-storied building on the said property.



<u>बदर</u>-8/ <u>२००६</u>



1 1

- 8. The Tenant/Purchaser has gone through and verified the sanctioned plan, I.O.D., Commencement Certificate and the relevant papers, documents, etc. and agreed to receive and accept the said permanent accommodation free of costs and on Ownership Basis, Uncley Maherathra Ownership Flat Act, 1963.
- 9. The relevant documents such as xerox copy of the Ration Card, Rent Receipt, Electoral Roll of the Tenant is annexed hereto and marked Annexure "B" collectively.
- 10. The Tenant/Purchaser has agreed to hand over vacant and peaceful possession of the tenanted premises to the Owners/Builders so that the Owners/Builders can start demolition of the existing building and put up a new structure as per the sanctioned plan, I.O.D. and the Work Commencement Certificate as mentioned above.
- 11. The Tenant/Purchaser has agreed not to cause any disturbance or interference either by himself or through any of his family members and as and when required by the Owners/Builders or the Municipal Corpn. of Greater Mumbai or any other concerned authorities to sign and execute all such papers, no objections, declarations, etc. as may be required without claiming any compensation.
- 12. The necessary amenities and facilities which will be provided by the Owners/Builders in the said permanent accommodation is listed in Annexure "C" attached hereto.

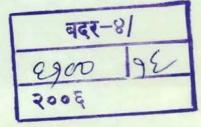
13. The what receives confirms having signed and executed a writing addressed to the Executive Engineer.



X

Building Proposal, H & K Ward of the Corporation irrevocably giving his consent for the said development and the Tenant/Purchaser agrees not to withdraw the same on any ground.

- 14. The Owners/Builders will provide the said permanent accommodation on or before _____.
- 15. The Tenant/Purchaser agrees to become a Member in Society that may be formed and registered and also to pay the amount of Share Money, Admission Fee, as well as other Deposits such as legal charges, maintenance charges, property taxes, betterment charges, government charges, insurance, common lights, salaries of clerks, bill collector, mali, chowkidars, sweepers, etc. The said amount will be paid by the Tenant/Purchaser before the Tenant/Purchaser takes possession of the said permanent accommodation.
- 16. Upon becoming the Member of the Society, the Tenant/Purchaser agrees to abide by the Rules. Regulations and Bye-laws of the Society.
- 17. The Tenant/Purchaser further gives his full, free and irrevocable consent for the following:-
- a) To enable the Owners/Builders to construct the proposed building on the said property;
- including set-back to road widening, if any;





- c) To utilise the F.S.I. by way of Transfer of
 Development Rights as per Development Control
 Regulations, 1991 and
- d) Such other benefits or advantages as may arise or accrue by reason of any Notifications. Urdinance, Rules, Regulations, Act, etc. whereby the Owners/Builders can have further benefits for construction.
- 18. Upon the Owners/Builders intimating to the Tenant/Purchaser to take possession of the said permanent accommodation, the Tenant/Purchaser agrees to take possession of the same subject however, to the payments of the aforesaid deposits, expenses, etc.
- 19. So long as the Tenant/Purchaser is given the possession of the permanent accommodation, the Tenant/Purchaser agrees not to create any third party rights nor to transfer and assign the benefits of this Agreement to any other person or persons.
- 20. This Agreement shall be affixed with the requisite Stamp Duty payable by the Tenant/Purchaser or the Owners/Builders and the party shall register the same with the Registering Authorities.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands on the day and the length irst hereinabove written.



ह्यु 00 | 90 २००६



THE SCHEDULE OF THE PROPERTY REFERRED TO:

ALL THAT piece or parcel of land or ground with the messuages, tenements and dwelling house standing thereon situate at Chapel Lane, Santacruz (Revenue Village of Danda) Bombay Suburban District in the Registration Sub-District of Bandra containing by admeasurement 1372 sq. yds. or thereabouts assessed by the Bombay Municipal Corporation under Ward Nos. and bounded as follows, that is to say:

(a) Un or towards the East: By the property for early of Marwari
Dalatram Fakirchand now of Furdunji
Nusserwanji Kerawala;

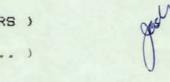
(b) Un or towards the West : By a passage known as Chapel Lane;

(c) Un or towards the North: By the property of Furdunji Nusserwanji Kerawala and

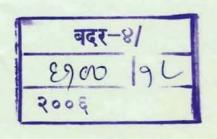
(d) On or towards the South: By partly by a public passage and partly by the property known as the property of Fidalli Huseinally.

SIGNED SEALED AND DELIVERED by)
the withinnamed "Owners/Builders")
M/S. SAVLA REALTORS & DEVELOPERS)

PVT. LTD. in the presence of ...)









SIGNED SEALED AND DELIVERED by)

the withinnamed "Tenant/Purchaser")

MR. IBRAHIM SHAIKH

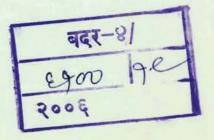
in the presence of O.

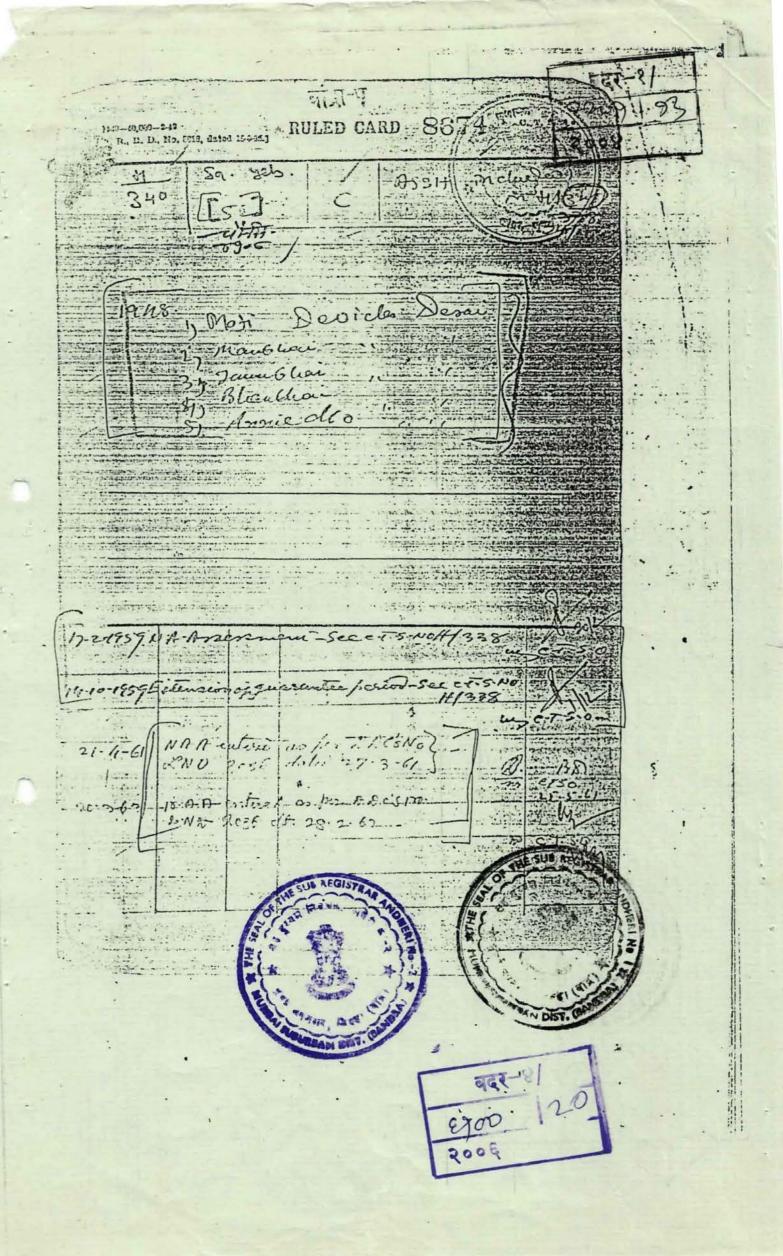
(D)

I. Shaikh

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(H)

अ दुरबान्ड्सेन् रजनअवीस्तिम् 2) पिदिस्ता जरहीन विभागति विद्या मोती देनाईनगर नुस् 16 JUN 1868

क स्वा १९५६ ज्या प्रजन मापाचे प्रायचारुगत विशेष हो
स्व स्था १९५६ ज्या प्रजन मापाचे प्रायचारुगत विशेष हो
स्व स्था १९५६ ज्या प्रजन मापाचे प्रायचारुगत विशेष हो
स्व स्था १९५६ ज्या प्रजन मापाचे प्रायचारुगत विशेष हो साति प्रार्थ बंद्धायांचा क्यों वाट्यीनवाई कुर्णन क्री वार्टीवादा वंच पम नाक्योर्स - दिनांक क्रियांनी फालेगावाई रक्ष्याईत मार्र क्रविन्द्रभेग् रज्ञक नाथ०३ भूजीनरी जामेनावारी दुर्जान्ड से नारिस्डिवा व सबी किम्डीवात्म है या परिश हात्री स्वीत्र वार्ष प्रबद्ध इसेस ीयरी असुन्यमारी वकीन उसेन अस्तिमी धारम्यावारी मो हमंद हुसेन उप्नाचनी साम्याचारी कुर्बीन हुने न रिम्डीवाहा नीमली नेमवद्या फिरोजंकार्ट

