

# GILBERT HILL CONSTRUCTIONS

236/38, Samuel Street, Masjid Bunder (West), Mumbai - 400 003.

Tel. 56317477/56344217/8

Date : 28<sup>th</sup> August 2004.

To,  
Mr. Sheikh Mehboob,  
Mrs. Khairunissa Sheikh,  
Mumbai.

Ref. : Flat no.702, 7<sup>th</sup> Floor, in JESAL APARTMENT at Gilbert Hill Road,  
Andheri (West), Mumbai .

Sub. : Possession Letter.

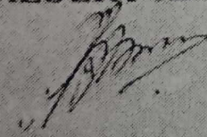
Sir & Madam,

This is in reference to the above mentioned property, wherein the work is completed in all respects.

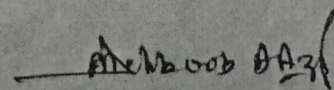
We request you to kindly collect a set of keys and proceed.

This letter is only valid to you clearing all dues including society deposits to be paid by you to us.

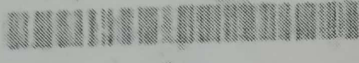
Thanking you,  
FOR GILBERT HILL CONSTRUCTIONS.

  
JITEN K. AJMERA.

We Confirm :

  
Sheikh Mehboob.

Khairunissa Sheikh,



Friday, July 30, 2004

10:59:48 AM

Original

नोंदणी 39 म.

Page: 39 M

पावती

पावती क्र. : 4379

दिनांक 30/07/2004

भावाचे नाव अंधेरी

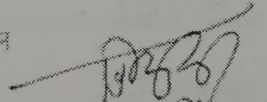
दस्तऐवजाचा अनुक्रमांक बदर4 - 04355 - 2004

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: मेहबुब शेख

नोंदणी फी	-	23910.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (48)	-	960.00
<b>एकूण</b>	<b>रु.</b>	<b>24870.00</b>

आवणास हा दस्त अंदाजे 11:05AM ह्या वेळीस मिळेल

  
 दुय्यम निबंधक  
 अंधेरी 2 (अंधेरी)

बाजार मूल्य: 2390587 रु.

भरलेले मुद्रांक शुल्क: 103300 रु.

देयताचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: सिटीबँक बँक, अंधेरी 58;

डीडी/घनाकर्ष क्रमांक: 328109; रक्कम: 23910 रु.; दिनांक: 27/07/2004

सह. दुय्यम निबंधक अंधेरी- ३  
मुंबई उपनगर जिल्हा

**DELIVERED**



नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा ११३ सई  
Gen 113 me.

ORIGINAL COPY

(अहस्तांतणीय)  
[NON TRANSFERABLE] 26904

नास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

पण / Place कुर्ला (चेंबूर) / KURLA (CHEMBUR) दिनांक / Date २८/७/०४

Received from Shailkh. Mehboob यांच्या कडून

Rs. 103,300/- रुपये / Rupees One Lacs Three thousand

one hundred and ..... या करिता

ले. on account of State Duty.

Syndicate Bank

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५५६०८०

२८/७/०४

PROPER OFFICER  
(सही / Signature)  
JOINT SUB-REGISTRAR,  
KURLA (Designation)



26904  
OFFICE OF THE  
JOINT SUB-REGISTRAR  
KURLA - MUMBAI  
MAH/CCRA/05/2000

1,03,300/-  
भारत 9507 SPECIAL MAHARASHTRA  
ADHESIVE 153193 JUL 28 2004  
R 0103300 PB 028  
INDIA STAMP DUTY MAHARASHTRA

One lac Three Thousand Three  
hundred only

*[Handwritten signature]*

PROPER OFFICER  
JOINT SUB-REGISTRAR  
KURLA (CHEMBUR)

SHAIKH. MEHBOOB

706230965

7819611827

*[Handwritten signature]*  
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ARTICLES OF AGREEMENT made at Bombay this 29<sup>th</sup> day of July in the Christian Year ~~Two~~ Two Thousand Nine Hundred Ninety Four BETWEEN MESSRS. JAY JAY CONSTRUCTION COMPANY, a sole Proprietary concern belonging to Smt. Geeta M. Dholakia and having its place of business at 302, Sharda Chamber, New Marine Lines, Bombay - 400 020, hereinafter called "THE BUILDERS" (Which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the said proprietress her heirs, executors, administrators and assigns, for the time being and as and when partners admitted to the said firm, their respective heirs, executors, administrators and assigns) of the ONE PART AND Mr/Mrs/Messers/Miss Shoikh Mehboob & Mrs. Khairunnisa Shaikh hereinafter called "THE PURCHASERS" (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 OTHER PART:

*[Handwritten signature]*  
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WHEREAS :

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- (1) (i) Thakkar Rajindersingh Janjhua, (ii) Thakkar Anupsingh Janjhua and (iii) Thakkar Serue Damansingh Janjhua (hereinafter for brevity's sake referred to as "the Owners") are absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land and ground lying being and situated at Village Andheri Gilbert Hill, bearing Plot No. 5 Survey No. 105, Bombay Suburban Scheme No. X and CTS. No. 250, 250/1 to 14 and containing by admeasurement 6 acres and 22 Gunthas or there abouts as per title deed. A more particular description of the said property is given in the First Schedule hereunder written (and hereinafter for brevity's sake referred to as "the said property").
- (2) Under an Agreement in writing dated 10th November, 1983 made between the said Owners on the one hand and the Builders herein on the other hand the said Owners agreed to sell to the Builders herein and the Builders herein agreed to purchase and acquire the said property from the said Owners at or for the price and on the terms and conditions more particularly recorded in the said Agreement.
- (3) The Builders have been put in possession of the said property by the Owners and the Owners have also executed the necessary Power of Attorney in favour of the Builders for the purpose of developing the said property in accordance with the exemption orders under the provisions of the Urban Land (Ceiling and Regulations) Act, 1976, sanctioned Plan, I.O.D. and the works Commencement Certificate to be issued by the Bombay Municipal Corporation of Greater Bombay;
- (4) As per the Exemption Order bearing No. Bom/1088/1231/(691)D-XIII dated 11th July, 1988 passed under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 permitting the said Owners to retain the said property for the purpose of its development on the terms and conditions as are recorded and contained in the said exemption order dated 11th July, 1988;

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(11) The Builders have informed the Purchaser/s that the Builders are entering into separate agreement with each of the purchaser/s and Purchaser/s and he/she/they has/have agreed to enter into such Agreement with the Builders for the purchase and acquisition of the said flat/shop/garage/parking space/stilt/terrace flat/pent house etc., in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Builders shall construct the residential building/s consisting of ground and upper floors on the said property more particularly described in the First Schedule hereunder written as per the plans and specifications seen and approved by the Purchaser/s, provided however, it is agreed by and between the parties hereto that the Builders/shall be entitled to vary and/or modify the said plans as may be considered necessary by the Builders in their sole discretion and/or as may be required by the Municipal Corporation of Greater Bombay and/or other authorities without the consent of the Purchaser/s provided that the Builders shall inform in writing to the Purchaser/s in respect of such variations or modifications which may adversely effect the flat agreed to be sold to the purchaser/s.

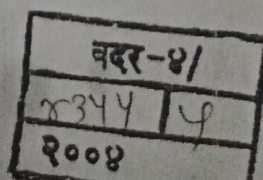
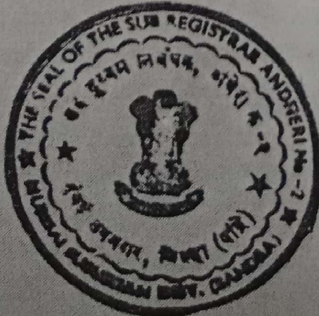
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अ. 15003 अ. अ. 27

2. The purchaser/s hereby agree/s to purchase from the Builders and the Builders hereby agree to sell to the purchaser/s one flat/terrace flat/parking space No. 702 on 7<sup>th</sup> floor in Shri Nath Nagar as shown in the plan hereto annexed in the residential building to be known as "Jesal" <sup>super</sup> of Built up area admeasuring 875 sq.ft. <sup>ie equivalent to 700 sqft. built up</sup> and the said flat/terrace flat/parking/still space is for the sake of convenience hereinafter referred to as "THE SAID UNIT".

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3. The purchaser/s have/have agreed to pay Rs. 1100,000/- as purchase price of the said unit out of which (15%) of the same, the purchaser/s have paid to the Builders i.e. a sum of Rs. \_\_\_\_\_ on or before the execution of these presents. The purchaser/s agrees to pay the balance of the purchase price in the following manner:

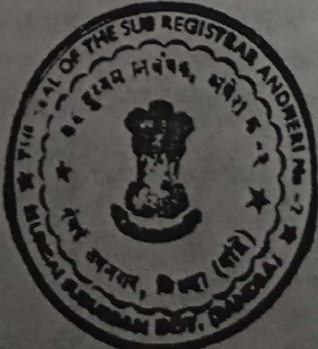
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SR.NO	AMOUNT	PARTICULARS
1.	Rs. _____	Completion of plinth
2.	Rs. _____	First floor RCC Slab
3.	Rs. _____	Second Floor RCC Slab
4.	Rs. _____	Third Floor RCC Slab
5.	Rs. _____	Fourth Floor RCC Slab
6.	Rs. _____	Fifth Floor RCC Slab
7.	Rs. _____	Sixth Floor RCC Slab
8.	Rs. _____	Seventh Floor RCC Slab
9.	Rs. _____	Eighth Floor RCC Slab
10.	Rs. _____	Completion of Walls
11.	Rs. _____	On Completion of External Plasters work
12.	Rs. _____	On Completion of Plastering work
13.	Rs. _____	On Completion of flooring & electric work, Water tank firrance work
14.	Rs. _____	On Completion of colour work

4 On the execution of these presents the purchaser/s has/have deposited with the builders a sum of Rs.25,000/- towards possession deposit which shall not carry any interest. And on the Builders issuing a Letter of Possession, the purchaser/s shall take the possession of the said unit and pay the outgoing, maintenance charges etc., failing which the Builders shall be entitled to adjust the possession deposit accordingly. If at any time, the Builders provide

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 25000/-

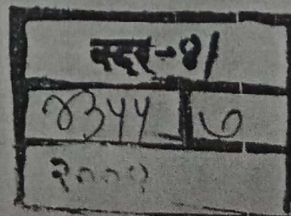


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the amenities to the purchaser or purchasers more than mentioned in the list of Amenities such as Garden, Road, increase in height of Compound Wall, Pavement, Stone missionary, culvert, storm water, drainage or any other amenities, then the Builders will be entitled to recover the amount spent for the same from the purchaser/s according to the area of their respective flat and the purchaser or purchasers cannot and shall not object or dispute for the same.

5. The Builders hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plan or thereafter in relation to the said building and shall before handing over possession of the said unit to the purchaser/s as hereinafter provided obtain from the concerned local authority occupation and/or completion certificate in respect of the said unit.
5. The purchaser/s agree/s to pay the builders interest at the rate of 9% per annum on all the amounts which becomes due and payable by the purchaser/s to the Builders under the terms of this agreement from the date the said amount becomes payable by the Purchaser/s to the Builders.
7. On the purchasers committing default in payment on due date of any amount due and payable by the purchaser/s to the Builders under this Agreement (including their proportionate share of taxes levied by concerned local authority and other outgoings) or on the purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this agreement. Provided always that the Power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall have given to the purchasers fifteen days prior notice in writing of his intention to terminate this agreement and stating the specific breach or breaches of terms and conditions on the basis of which it is intended to terminate the agreement and if default shall have been made by the purchaser/s in remedying such breach or breaches

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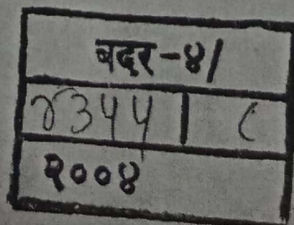




within reasonable time after receiving such notice. The purchaser/s agree that if after the receipt of the notice by the purchaser/s if purchaser/s fail to make payment in time the builders will have full right to terminate and cancel this agreement without any further notice or information to him. Provided further that upon termination of this agreement as aforesaid, the Builders shall refund to the purchaser/s the instalments of sale price of the unit which till then have been paid by the Purchaser/s to the Builders but the builders shall not be liable to pay to the purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders the Builders shall be at liberty to dispose of and to sell all the unit to such person and at such price as the Builders may in their discretion think fit.

8. The fixtures, fittings and amenities to be provided by the Builders in the said Building and the unit are those that are set out in Second Schedule annexed hereto.

9. The Builders shall give possession of the unit to the purchaser/s on or before 31<sup>st</sup> day of August <sup>2004</sup> ~~199~~. If builders fail or neglect to give possession of the unit to the purchaser/s not on account of reasons beyond their control as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the dates prescribed in Section 8 of the said Act, then the Builders shall be liable on demand to refund the purchaser/s the amount already received by them in respect of the unit with simple interest at Nine percent per annum from the date the builders received the sum till the date the amount and interest thereon is repaid. Provided by mutual consent if section 8 has been satisfied or not, any dispute will be referred to the competent Authority who will act as an Arbitrator. Till the entire amount and interest thereof is refunded by the Builders to the Purchaser/s the same shall be subject to prior encumbrances, if any, be a charge on the portion of the property as well as the construction or building in which the unit is situated or was to be situated. Provided that the Builders shall be entitled to reasonable extension of the time for giving delivery of unit on the aforesaid date, if the construction of building in which the unit is to be situated is delayed on account of,



purchaser/s shall pay to the Builders provisional deposit of Rs.25,000/- (Rupees Twenty Five Thousand Only) to be termed as security deposit without any interest towards the outgoings. The amounts so paid by the unit purchaser/s to the Builders shall not carry any interest and remain with the Builders till the conveyance is executed in favour of the society. Subject to provision 6 of the said Act, on such conveyance /being executed, the aforesaid deposits (less deduction provided for under this agreement) shall be paid over by the Builders to the Society as the case may be. The purchaser/s undertake/s to pay such provisional contribution and such proportionate share of monthly out-goings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. This provision contribution is subject to variation.

(iv) A sum of Rs. 25,000/- as security deposit shall be given for due performance of this agreement which will include the deposits payable to the concerned local authority or Government Authority for giving water, electricity and/or to install electric sub-station if any including Transformer or any other service in connection to the building in which the unit is situated. The balance of such deposit if any, will be transferred to the society in the account of the purchaser/s and if this deposit amount is found short, the purchaser/s agree/s to pay such further amount as may be required by the Builders.

(v) A sum of Rs.5,000/- (Rupees Five Thousand Only) shall be paid by the purchaser/s to the builders in Account for formation and registration of the society.

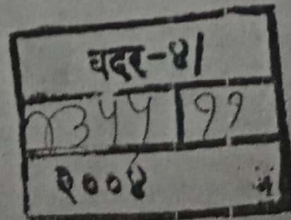
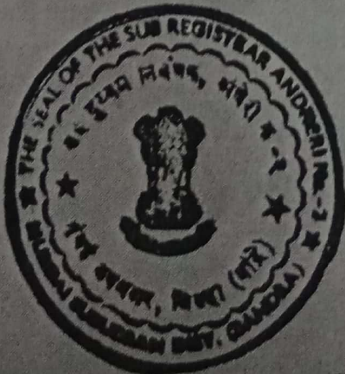
(vi) At the rate of Rs. 1/- per sq.ft. towards Fire Capitation Fees of C.F.O. of B.M.C. or as may be applicable at the time of handing over the possession .

The Purchaser/s shall on or before execution of these present keep deposit with Builders the following amounts;

i) Rs.2,500/- towards legal charges.

ii) Rs.        /- towards share money application, entrance fee of the society or Limited Company.

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iii) Rs. 5,000/- towards formation and registration of the society or Limited Company.

iv) Rs. 1 /- towards maintenance, amintance, municipal taxes, land revenue, water changes, electric charges, watchman salary etc.

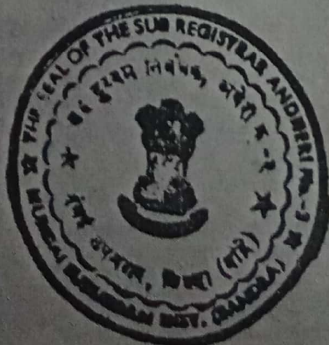
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v) Rs. 20,000 /- towards the bearing expenses.

16. The Builders shall utilize the sum of Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) provided in the preceding clause and deposited for legal charges paid by the purchaser/s to the builders for meeting all legal costs, charges and expenses, including professional cost of the Attorney -at law/ Advocate of the Builders preparing and engrossing this Agreement and the declaration. All further expenses in relation to the aforesaid shall be borne and paid by the Purchaser. All legal formalities required to be carried out under these presents shall be carried out by M/s. Vinod Mistry & Co., Advocates & Solicitors all fees payable to them shall be borne and paid by the purchaser/s. It is agreed that after the formation and registration of the society or any other common organisation of the tenement of the purchaser/s. The purchaser/s shall be liable to pay to the builders the proportionate outgoings and maintainance Charges etc., without committing any default, failing which builders shall be entitled to cut down the services such as lift, water, garden, light, electricity, security and other services.

17. It is agreed that the Builders shall in favour of the society of the unit holders and/or premises holder of the building constructed on the said property by the builders, execute or cause to be executed the deed of conveyance of the said property and the Building constructed thereon. The purchaser/s agree/s to join other holders of unit in the building or buildings that may be constructed on the said property in forming society or a limited company or similar organisation and shall become a member thereof and be bound by the bye-laws thereof as may be in force from time to time.

18. It is agreed that the deed of conveyance in favour of the society or limited company or such other organisation shall be executed when the stamp duty and registration charges will be

Handwritten signature and name: *श्री विलास शिरोडकर*  
*Shirodkar & Associates*



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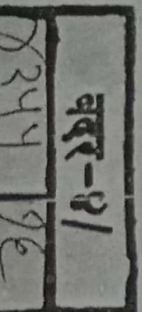
j) The purchaser/s shall observe and perform all the rules and regulation which the society or Limited Company may adopt as it's inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The purchaser/s shall also observe and perform all the stipulations, and conditions laid down by the society/ Limited company regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) The purchaser/s shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit land and Building or any part thereof to view and examine the state and conditions thereof.

21. The Builders shall maintain a separate account in respect of sums received by the Builders from the Purchaser/s on account of the share capital for the promotion of the Co-operative society or a Limited Company or such common organisation or towards the outgoing or legal charges etc. and shall utilize the amounts so received only for the purposes for which they have been received.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the said property and or the Building or any part thereof. The purchaser/s shall have no claim save and except in respect of Unit hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, passages (if), recreation space and/or any vacant area in the said building or in the compound will remain the property of the Builders until the said property and Building are demised to the society/ Limited Company or such other common organisation.

*S. V. S. V.* *Advocate A. A. S. V.*



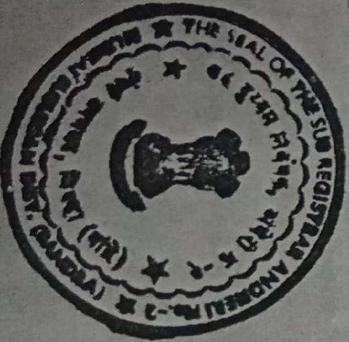
23. The Purchaser/s have prior to the execution of this Agreement satisfied himself/herself/ themselves as to the title of the property and they shall not be entitled to investigate the title of the property and No Objection shall be raised on any matter in relation thereto after the execution of these presents.

24. The purchaser/s shall be liable to pay the proportionate share towards any charges payable to the Municipality and other local authorities or public body such as development charges or any other charges in respect of the said property and the Building constructed thereon. The Builders will not be liable to share such charges as aforesaid in respect of unsold Units. The Building in which the builder agreed to sale the flat/unit under this agreement shall be maintained by the Builders and Builders shall be entitled to recover the said maintenance charges from the purchaser/s in proportion of area of flat every month in advance. The said maintenance charges are payable on or before 10 th day of each month. If any purchaser/s commits default in making the payment of the maintenance charges to the Builder. The builder shall serve a notice as a final notice of Fourteen days and thereafter if the purchaser/s does not make the payment in time to the Builders, the Builders shall be entitled to cut down the services such as lift, water, Garden, light, electricity, security and other services, which will be in and under the control of the Builders till all the amounts will be paid by the purchaser/s.

25. The purchaser/s shall be liable to pay sales Tax payable if any in respect of the said Unit/ Flat.

26. It is agreed that if floor space index is increased by Government authority or extra F.S.I. is granted or density if any not consumed in the Building to be put up before the transfer of the said property and the building thereon as aforesaid to a Co-operative Society or a Limited Company or such other organisation as the case may be and further construction on the said property is allowed the Builders alone would be entitled to put up additional or other construction of Unit on the portion of the Property including on the Building under construction or being constructed and to sell the same on ownership basis without any consent

*S. Vignesh* *A. M. 0015 0 423*



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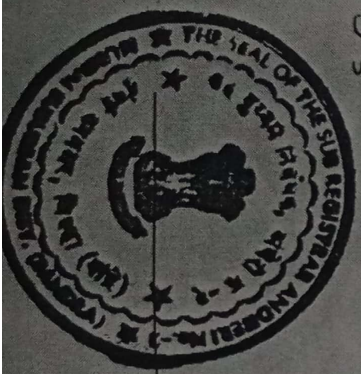
or finance by the Purchaser/s provided that same is not objectionable by any other authority or any payment that may have to be made to the Municipal Corporation shall be paid by the Builders alone. The purchasers shall not be entitled to object to the same for any reason whatsoever.

27. The Builders shall have the right to give for the purpose of advertising, open spaces in the said property including on the terrace either by putting up support and/or by using the compound walls for the said purpose on such terms and conditions as the Builders may desire. The said right shall continue to subsist even after the portion of the said property is transferred to the Society or to the Limited Company or similar organisation as the case may be and the said right shall also be incorporated in the final deed of conveyance. The purchaser/s herein shall not be entitled to object to the same for any reason whatsoever and shall also allow the Builders their agents, servants etc to enter into the portion of the said lands for the purpose of putting and/or removing such advertisement.

28. The purchasers/ shall have no claim save and except in respect of the particular Unit to be acquired by them until the said property is conveyed and transferred to society or a Limited Company or similar organisation as hereinabove mentioned. The purchaser/s shall not be entitled to park in Compound, motor cars, scooters, motor cycles or other vehicles without the permission in writing of the Builders.

29. The Road of eleven meters wide adjacent to the Building in which the purchaser/s agreed to acquire the Unit/Flat from where a extended road/or a lamp/or a bridge shall be constructed as required by the Municipal Corporation of Greater Bombay which shall be also the access to the property of the said builders which is reserved for housing for dishoused for which the purchaser/s shall not have any objection either now or in future, of whatsoever nature and the same shall be used by the purchaser/s in common with the purchaser/s of the tenements in the said building which will be constructed in the said rear portion of the plot of land.

30. Save as provided hereinabove in the event of the purchaser/s fail to comply with any term  
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 20/01/2019



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२३१११८	२३१११८
२३१११८	२३१११८
२३१११८	२३१११८

and/or conditions of these presents this agreement shall stand terminated and the purchasers shall have no claim in respect of the said Unit against the builders.

31. In the event of any portion of the property is notified for set back, the Builders alone shall be entitled to receive the amount of compensation or to get the benefit of J.S.I. in respect of the said set back and/or to use such J.S.I on the said property and to sell the Unit that may be constructed without any objection whatsoever on the part of the purchaser/s.

32. If any charges are levied or payment is required to be made to any authorities, after the execution of these presents either on the said property or the Building to be constructed or otherwise the purchasers shall be on being called upon by the Builders pay the same to the Builders their proportionate share thereof.

33. The Builders shall in respect of any amount liable to be paid by the Purchaser/s under the terms and conditions of this Agreement shall have a first charge and lien on the said Unit, to be acquired by the purchaser/s as mentioned herein. It is also agreed that the purchaser/s shall not sell, transfer or assign their unit or their interest therein or the benefit of the Agreement and/or any part thereof until all their dues to Builders are fully paid and until they have obtained written permission of the Builders.

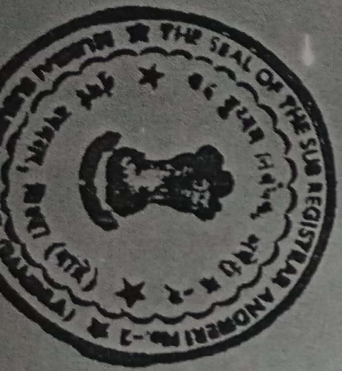
34. That the entire property shall be known as SHEK NAGRI NAGAR and the said Building shall be known as "Seal", " \_\_\_\_\_", " \_\_\_\_\_".

35. That the Builders shall be entitled at any time to alter the terms and conditions of the Agreement relating to the unsold units of the said Building and the purchasers shall not be entitled to raise any objection to them or any of them in respect thereof at any time against the Builders.

36. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this Agreement or any forbearances or giving of time to the purchasers by the builders shall not

*Handwritten signature*

*Handwritten signature*



बदल-४/	
१३५५	१९८८
१००४	

be construed as a waiver on the part of the builders of any breach or non-compliance of any terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Builders.

37. The purchaser/s shall pay the amount of stamp Duty which may be required to be paid on the final deed of conveyance to the Builders prior to the Purchaser/s taking possession of the said unit. The purchaser/s has/have further agreed to pay the additional stamp duty if there is any increase by the Government. Such amount shall not carry any interest. The purchaser/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act on payment of necessary stamp and registration charges and the builders will attend such office and admit execution thereof on receiving intimation from the purchaser/s to that effect.

38. All notices to be served on the purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the purchaser/s; by Registered post A.D./ Under Certificate of posting at their address specified below:-

Mohd. Mohsin General Store

Shop No. 381 Subh Lane

Warders Road, New Akra Majid

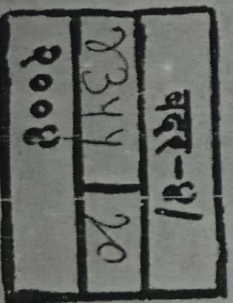
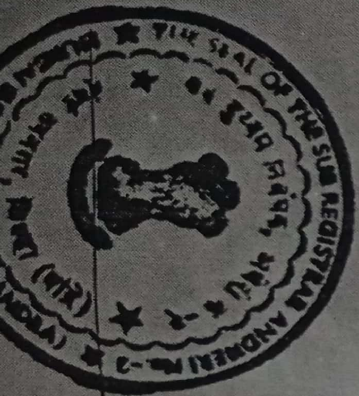
Andhree (W) Mumbai - 58.

Cont. 26230765

39. This agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act and the rules made thereunder.

سید محمد اسحاق

26230765





IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this writing on the day and year hereinabove written.

FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

All those pieces or parcel of land situated, lying and being at village Andheri (West), bearing Plot No. 5, Survey No. 105 of Bombay Suburban Scheme No. 10 and City Survey No. 250, 250/1 to 250/14 and 251 admeasuring 6 acres and 22 Gunthias situated at Gilbert Hill, Andheri (West), Bombay, in the Registration District and Sub-District of Bombay City and Bombay Suburban and bounded as follows: that is to say: On or towards the North by the Land of District Local Board, On or towards the South by the property of Mr. Patkar, On or towards the East by Government Land, and On or towards the West by Government Land.

SIGNED SEALED AND DELIVERED by the )

within named Builders M/s. Jay Jay )  
Construction Company, in the presence )  
of \_\_\_\_\_ )

SIGNED SEALED AND DELIVERED by the )

within named purchaser/s in the presence )  
of Sheikh Mehboob & )  
Mrs. Khairunnisa Sheikh. )  
Received of and from within named )  
purchaser/s a sum of Rs. \_\_\_\_\_ /- )

(Rupees \_\_\_\_\_ Only) )  
by cheque No. \_\_\_\_\_ dated \_\_\_\_\_ )  
drawn on \_\_\_\_\_ Bank being )  
the part payment to be paid by him/hier/ )  
them to us as mentioned within witness: )  
Rs. \_\_\_\_\_ /-

*[Signature]*

Mehboob Agha  
Sheikh

WE SAY RECEIVED.  
M/s. Gilbert Hill Construction Co.

Chartered Attorney to  
M/s. Jay Jay Construction Co.



बहर-४/	
२३५५	२५
२००४	

MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CE/4546 BLD/WS/AB/AK of 10-5-1995

COMMENCEMENT CERTIFICATE

To,

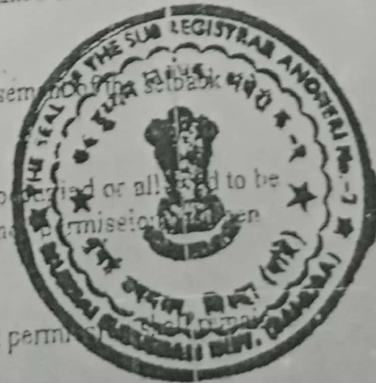
Shri. Anup Singh Takkar and others

With reference to your application No. 10978 dated 20.10.91 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building

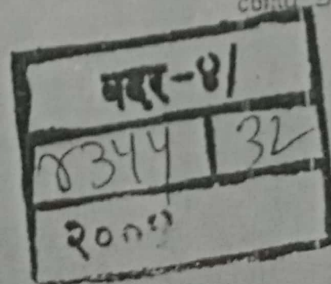
To the development work of Prop. Residence bldg 'c' CTS No. 250, 250/1T014 at premises at Street Gilbert Hill Rd. Village. Andheri Plot No. — situated at Andheri (west) Ward. K/west

The Commencement Certificate/Building Permit is granted on the following conditions :-

1. The land vacated in consequence of the endorsement of the Sub-back line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or used or permitted to be used by any person until occupied or permitted to be used by any person until occupation permit is granted.
3. The Commencement Certificate/Development permit shall be valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall



contd 2/-



MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/4546 DS/D/WS/AB/AK of 10-5-1995

COMMENCEMENT CERTIFICATE

To,

Shri. Anup Singh Takkar and others

Sir,

With reference to your application No. 10978 dated 29.10.91 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building To the development work of Prop. Residence bldg 'C' CTS No. 250, 250/1 to 14 village. Andheri



not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town planning Act, 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if -

(a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.

(c) The Municipal Commissioner of Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

7. The condition of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri S. M. SANE

Executive Engineer to exercise his powers and functions of the Planning authority under section 45 of the said Act.

This CC is valid upto 9. MAY. 1996

still height i.e 9.00" AGL for Bldg. 'C'

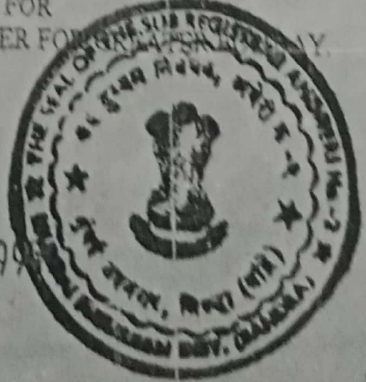
sd/-10.5 (KW<sub>H</sub>)  
copy to - W&K/West Ward and.  
copy to - A&E/WK/West Ward

For and on behalf of Local Authority  
The Municipal Corporation of Greater Bombay  
sd/- 10.5.95  
(S.M. SANE)

sd/-10.5 (KW<sub>III</sub>)  
sd/-10.5 (KW<sub>N</sub>)

Executive Engineer, Building Proposals,  
(Western Subs.) H&K/West K/East & P Wards

FOR  
MUNICIPAL COMMISSIONER FOR



VALID UP TO 9.5.96  
CE/4546 WS AH/AK  
CERTIFIED TRUE  
PLAN, FOR, CC, etc.

12 SEP 1995

Asstt- E. B.P. (W) H&K W, K E P Wards

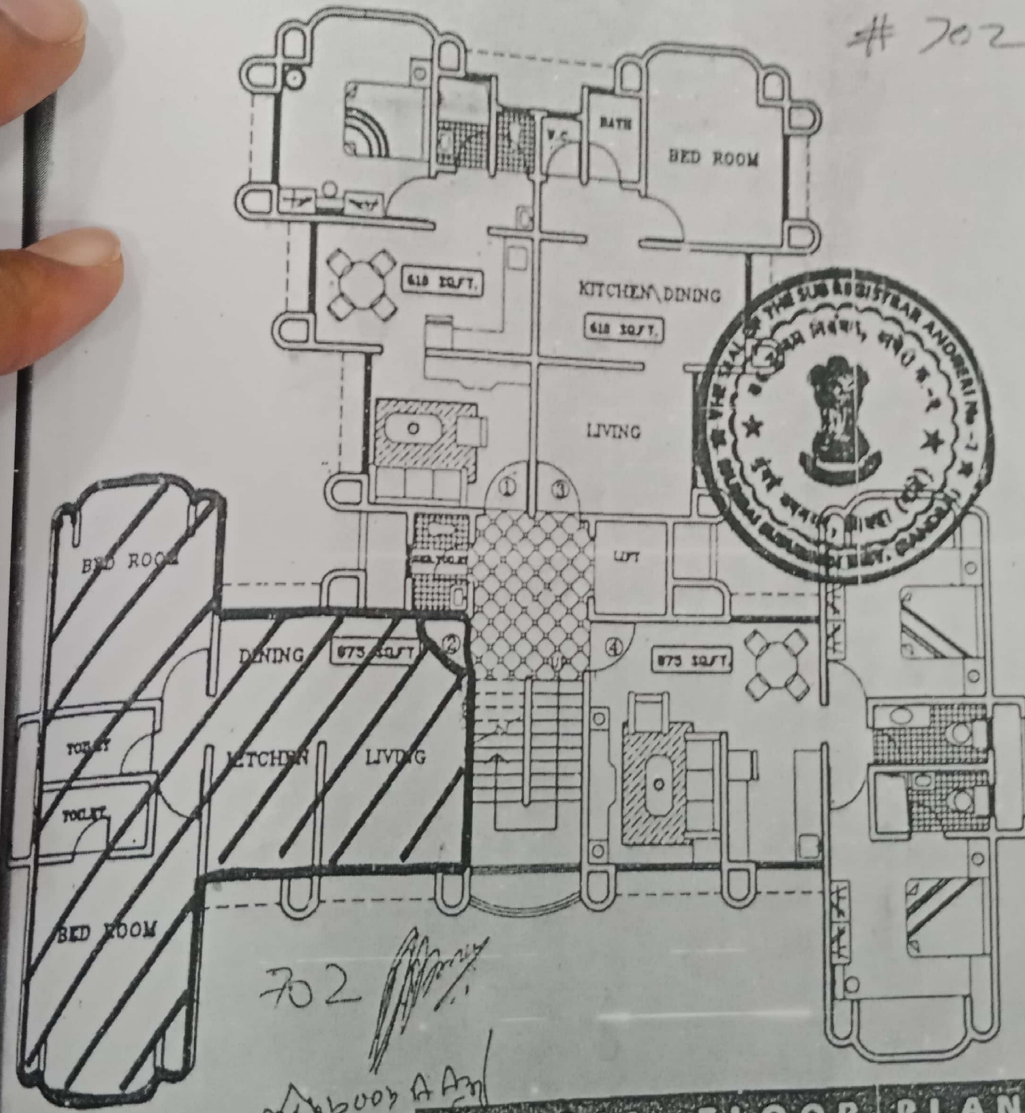
बदर-४/  
7344/33  
२००४

# JESAL APARTMENT

PROJECT OF  
K. K. DEVELOPERS

FLAT Nos.	AREA IN SQFT	REMARK	FLOOR
① & ③	610.00	1 BED HALL KIT.	7 <sup>th</sup>
② & ④	875.00	2 BED HALL KIT.	

# 702

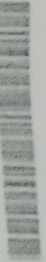


702  
 2000 A An  
 تیروالسا

## TYPICAL FLOOR PLAN

OF  
 M/S. R. R. NIGAM  
 ARCHITECTS & ENGINEERS  
 Unique House,  
 S. A. Breles Road,  
 Fort, Bombay-400 001.

बदर-४/  
 २३४४/३४  
 २००४



Form: July 26, 2004  
IN-47.53 A31

दुय्यम निबंधक: अंधेरी 2 (अंधेरी)

## नोंदणीपूर्व गोषवारा

कारारनामा

(1) विलेकाचा प्रकार

सूचना

- 1) ही नोंदीची काळातली सांख्यिकित केलेल्या इंग्रष्ट कॉर्पोरेशन अर्जात आहे.
- 2) परतणीची माहिती संपादकावर घेण्यात आली आहे असे दस्त नोंदणीसाठी स्वीकारला असून नोंदीच्या निष्पत्तीक दस्त नोंदणीक सहायता किंवा निष्पत्तीपुरत ओपन ही अन्य कोणत्याही कर प्रकल्पात लागू.
- 3) दस्त/पुस्तका करावयात.
- 4) प्रमाणक 1,2,3,4,5,6 मध्ये बदल करणे वेळार नोंदी पाससेला मजकूर सोडवता.

- (2) मोठदला रु. 1,100,000.00
- (3) बाजारभाव (भाडे/दस्तावेजाच्या बाबतीत रु. 2,300,587.00
- (4) बाजारभावाप्रमाणे शुल्काक रु. 103300.00
- (5) बाजारभावाप्रमाणे नोंदणी फी रु. 23905.87
- (6) दस्त निश्चयित केलेल्या 29/07/2004

(7) पुढाची संख्या 48

(8) नू. नमून, गेटशिस्ता व घरकामांक (असल्यास) (1) सिटिएस क्र.: 250

(9) घालनेचे इतर अर्जां

(1) कर्पेन: विभागाचे नाव - अंधेरी (अंधेरी), उद्योगाचे नाव - 99/200 - युगा; उत्तरेस जयप्रकाश रोड, पूर्वेस स्वामी शिवकान्त रोड, दक्षिणेस गावाची सीमा, व पश्चिमेस पुलमोक्षार मार्ग (शिवा देसाई मार्ग), सदर् गिळवाल सि.टी.एस. नंबर - 250 मध्ये आहे, .... सवयिका क्र. 702, 7 वा मजला, जेसल, श्रीनाथ नगर, तळमजला +7 (1) बांधीय निळकंठीचे क्षेत्रफळ 65.05 चौ.मी. आहे.

(10) शेअरफळ

(11) आकारणी किंवा जुळी देण्यात

(1)-

(1) मै./ जय जय कंस्ट्रक्शन कंपनीचे संताळक वितीन के अजमेरा लॉक म्युजलार दर्शन इटाळकर -; घर/प्लॉट नं: 302; गल्ली/रस्ता: -; ईमारतीचे नाव, शारदा पेवर्त; ईमारत नं: -; पेट/दस्ताहत: -; शहर/गाव: न्यु मरीन लाईन्स; तालुका: -; पिन: 20; पॅन नंबर: -

(12) दस्तऐवज करून देण्या-या पदाकाराचे नाव किंवा दिवाणी न्यायालयाचा हुजुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता

(13) दरतऐवज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुजुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता

(1) मेहबुब शेख -; घर/प्लॉट नं: शॉप नं. 381; गल्ली/रस्ता: -; ईमारतीचे नाव: मोहम्मद मोहसीन जनरल स्टोअर्स; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: अंधेरी; तालुका: -; पिन: 58; पॅन नंबर: एएक्सएफपीएस 9051 एच, (2) खैलनिसा शेख -; घर/प्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; पिन: -; पॅन नंबर: एएक्सएफपीएस 9050 जी.

पूर्व नोंदणी गोषवा-यामध्ये इंग्रष्ट फॉर्म प्रमाणे अधिक डाटा पट्टी करण्यात आली आहे.

पूर्व नोंदणी गोषवारा तपासून माहिला \* तो वरीलवर आहे/त्याच्यात नमूद केलेले बदल/दुरुस्त्या कराव्यात.

(डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

नोंदणीपूर्व गोषवारा इंग्रष्ट फॉर्म प्रमाणे आहे व याचा मेल मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

(दुय्यम निबंधकाची स्वाक्षरी)

बदल - 8/
8344/88
2008



(पक्षकाराची स्वाक्षरी)



दुग्धम निबंधक: अंधेरी 2 (अंधेरी)

Friday, July 26, 2008  
10:47:32 AM

### नोंदणीपूर्व गोषवारा

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	रु. 1,100,000.00
(3) बाजारभाष (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ले समुह करावे)	रु. 2,390,587.00
(4) बाजारभाषाप्रमाणे मुद्रांक शुल्क	रु 103300.00
(5) बाजारभाषाप्रमाणे नोंदणी फी	रु 23905.87
(6) दरत विषादित केल्याचा	29/07/2004

#### सूचना

- 1) ही न-दिली प्लाकातानी सांकेतिक केलेल्या इंग्रूट फॉर्मवर अन्वयित आहे.
- 2) वस्तुची माहिती संगणकावर घेण्यात आली आहे अथे दरत नोंदणीसाठी स्वीकारला असा नाही दुग्धम निबंधक दरत नाकारु साकताता किंवा नियमानुसार योग्य ती अन्य कार्यवाही करु शकतात.
- 3) बदल/दुरुस्त्या कराव्यात.
- 4) क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही

- (7) पृष्ठाची संख्या 48
- (8) भू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास)
- (9) मालमत्तेचे इतर वर्जन

(1) सिटीएस क्र.: 250

(1) वर्जना विभागाचे नाव - अंधेरी ( अंधेरी ), उपविभागाचे नाव - 39/200 - भुभाग: उत्तरेस जयप्रकाश रोड, पूर्वेस स्वामी विठेकानंद रोड, दक्षिणेस गावाची सीमा, व पश्चिमेस गुलमोहोर मार्ग (विश देसाई मार्ग). रादर मिळवत सि.टी.एस. नंबर - 250 मध्ये आहे. ---- सदनिका क्र. 702, 7 वा मजला, जेसल, श्रीनाथ नगर, तळमजला +7

(1) बांधीय मिळकतीचे क्षेत्रफळ 65.05 चौ.मी. आहे.

- (10) क्षेत्रफळ
- (11) आकारणी किंवा जुडी देण्यात आसेल तेव्हा
- (12) दस्तऐवज करून देण्या-चा

(1)-

(1) मे/- जय जय कंस्ट्रक्शन कंपनीचे संचालक जितेंद्र के अजमेरा तर्फे मुखत्यार दर्शन हटाळकर - घर/प्लॉट नं: 302; गल्ली/रस्ता: -; ईमारतीचे नाव: शारदा घेवर्त; ईमारत नं: -; पेट/दस्तावेज: -;

- (7) पूर्व नोंदणी  
(8) भू-मापन, फोटोहिस्ता व घरक्रमांक (असल्यास)  
(9) मालमत्तेचे इतर वर्णन

48  
(1) सिटिएस क्र.: 250

(10) क्षेत्रफळ

(11) आकारणी किंवा जुळी देण्यात आसेल तेव्हा

(12) \*दस्तावेज करून देण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता

(13) \*दस्तावेज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता

(1) वर्णना विभागाचे नाव - अधेरी ( अधेरी ), उपविभागाचे नाव - 39/200 - भुभाग: उत्तरेस जयप्रकाश रोड, पूर्वेस स्वामी विवेकानंद रोड, दक्षिणेस गावाची सीमा, व पश्चिमेस गुलमोहोर मार्ग (विरा देसाई मार्ग), सदर मिळकत सि.टी.एस. नंबर - 250 मध्ये आहे. --- सदनिका क्र. 702, 7 या मजला, जेसल, श्रीनाथ नगर, तळमजला +7  
(1) बांधीय मिळकतीचे क्षेत्रफळ 65.05 चौ.मी. आहे.  
(1)-

(1) मे/- जय जय कंस्ट्रक्शन कंपनीचे संचालक जितेंद्र के अजमेरा तर्फे मुखत्यार दर्शन हटाळकर - ; घर/प्लॅट नं: 302; गल्ली/रस्ता: -; ईमारतीचे नाव: शारदा चेंदर्स; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: न्यु मरीन लाईन्स; तालुका: -; पिन: 20; पॅन नम्बर: -

(1) मेहबुब शेख - ; घर/प्लॅट नं: शॉप नं. 381; गल्ली/रस्ता: -; ईमारतीचे नाव: माहम्मद मोहसीन जनरल स्टोअर्स; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: अधेरी; तालुका: -; पिन: 58; पॅन नम्बर: एएक्सएफपीएस 9051 एच.

(2) खैरुनिसा शेख - ; घर/प्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: एएक्सएफपीएस 9050जी.

पूर्व नोंदणी गोषवा-यामध्ये इनपुट फॉर्म प्रमाणे अचूक डाटा एंट्री करण्यात आली आहे.

पूर्व नोंदणी गोषवारा तपासून पाहिला \* तो बरोबर आहे/त्याच्यात नमूद केलेले बदल/दुरुस्त्या कराव्यात.

①

(डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

*Ashboob H...*

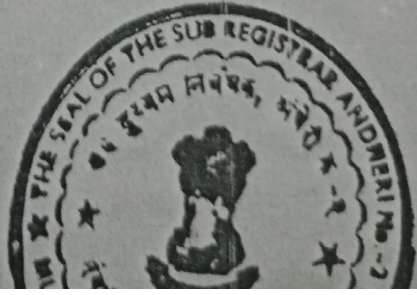
(पक्षकाराची स्वाक्षरी)

नोंदणीपूर्व गोषवारा इनपुट फॉर्म प्रमाणे आहे व याचा मेळ मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले \*बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

*[Signature]*

(दुय्यम निबंधकाची स्वाक्षरी)

बदर-४/  
४३५५/४६





आयकर विभाग

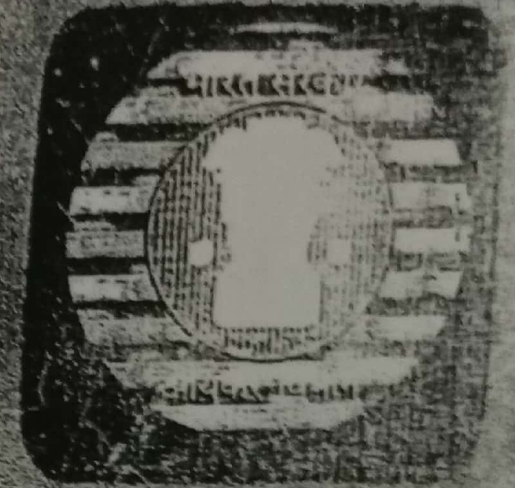
INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

SHAMASHUR HUSSAIN PATEL  
HUSSAIN PATEL



02/06/1978

Permanent Account Number

BNLPP3364H

S-H-PATEL  
Signature





भारत सरकार  
GOVERNMENT OF INDIA



शाशुर हुसैन पटेल  
Shamsbur Husain Patel  
जन्म वर्ष/YoB: 1978  
पुरुष Male

4573 1639 0453



आधार - सामान्य गणसत्ता अधिकार

For **S. H. PATEL**

**S.H.PATEL**  
Proprietor



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

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Aadhaar - Aam Aadmi ka Adhikar

