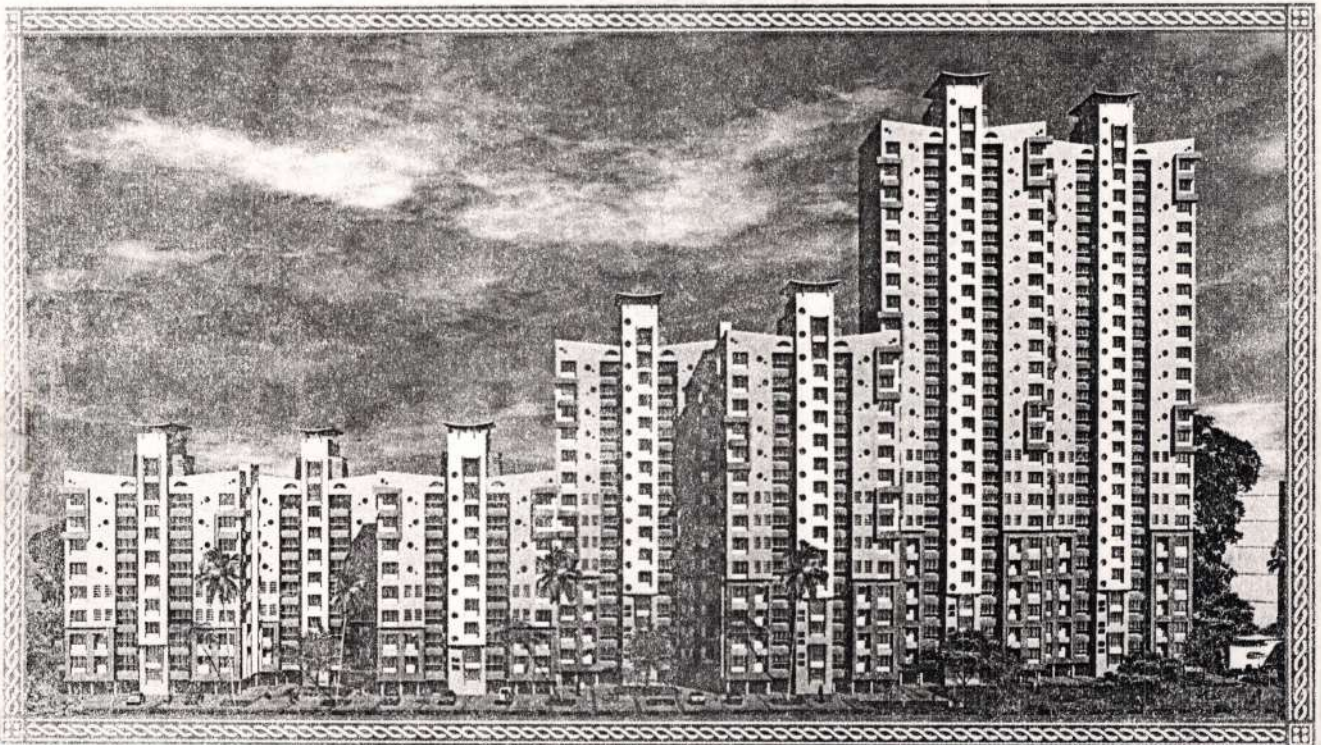


# AGREEMENT FOR SALE

2497/06



 *Sai-Radha*  
COMPLEX

◀ DEVELOPERS ▶

**M/s. INDU OIL & SOAP CO. (BHANDUP)**

Plot No. 201 (Part), CTS No. 285,

L. B. S. Marg, Bhandup (West), Mumbai - 400 078.



Saturday, April 29, 2006  
5:58:00 PM

Original  
नोंदणी 39 म.  
Regn. 39 M

## पावती

पावती क्र. : 2494

गावाचे नाव भांडुप

दिनांक 29/04/2006

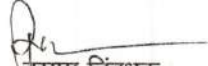
दस्तऐवजाचा अनुक्रमांक वदर7 - 02497 - 2006

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव:पूर्वी जगदिश जोशी -

नोंदणी फी	:-	18200.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (69)	:-	1380.00
<b>एकूण</b>	<b>रु.</b>	<b>19580.00</b>

आपणास हा दस्त अंदाजे 6:12PM ह्या वेळेस मिळेल

  
दुय्यम निवधक  
कुर्ला 2 (विक्रोळी)

बाजार मुल्य: 1456145 रु. मोबदला: 1818750रु.

भरलेले मुद्रांक शुल्क: 74700 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: कार्पोरेशन बँक- परेल मु 13;

डीडी/धनाकर्ष क्रमांक: 209511; रक्कम: 18200 रु.;

दुय्यम निवधक, कुर्ला-2  
दि. 29/04/2006

**DELIVERED**

बंदर - ७  
 २४९७ १  
 २००९

**ICICI Bank**

**Customer Copy**

Deposit Br. \_\_\_\_\_ Date: 28-4-06

Pay to : ICICI Bank Ltd. A/C Stamp Duty

Franking Value	Rs.	1747007
Service Charges	Rs.	100
<b>Total</b>	<b>Rs.</b>	<b>1747107</b>

Name of Stamp duty paying party :  
 Miss. Parvi Jagdish Joshi  
 80th

Received With Thanks  
 Rs. 1747007 towards  
 Payment of Stamps Duty

DD / Cheque No. 209510/28/4/06

Drawn on Bank Corporation Bank  
 S. B. Nagar Lower Panel (C)  
 Mumbai - 400013

**(For Bank's Use only)**

Tran ID \_\_\_\_\_  
 Franking Sr. No. 6089  
 Officer Agnihotri



FRANKING DEPOSIT SLIP

बंदर - ७
५४९०   २
२००६



**AGREEMENT**

THIS ARTICLES OF AGREEMENT made at Mumbai this 29<sup>th</sup> day of April in the Christian Year **Two Thousand Six (2006)** BETWEEN **M/S. INDU OIL & SOAP COMPANY (BHANDUP)**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at Survey No. 201(pt), CTS No. 285, L.B.S. Marg, Bhandup (West), Mumbai 400 078 hereinafter called "the PROMOTERS" (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 firm, survivors or survivor of them and heirs, executors, administrators of the last surviving partners and assigns) of the ONE PART. AND **MISS. PURVI JAGDISH JOSHI** Age 24 years & **MRS. KAILASH JAGDISH JOSHI** Age 50 years of Mumbai, Indian Inhabitant, having address at 16, Eknath Bhavan, L. B. S. Marg, Ghatkopar - (West), Mumbai - 400 086 hereinafter called "the FLAT PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the OTHER PART:

WHEREAS:

*Ph Chaudhary*  
*[Signature]*

डि०-१२-१. २. ०७७.


*Ph Chaudhary*  
*[Signature]*

Seventy four thousand seven hundred only  
 ICICI Bank Ltd, Plot No 98 A-E Pratik  
 Palace, J.N Road, Malund  
 (West), Mumbai - 400080.  
 D-SISTP/VK/R.1011404200/42514-17  
 गि०/११२७  
 F. अचलदास ए. अग्रवाल  
 गि०/११२७  
 ICICI Bank Ltd.  
 भारत ०६०८९  
 १०६९९५  
 Special  
 Adhesive  
 APH 28 2006  
 Rs. 0074700/- PB5149  
 2000 2800 2800 2800 2800 2800 2800  
 15:04  
 INDIA STAMP DUTY MAHARASHTRA

बदर - ७
२७९७ १७
२००६

- A. By an Indenture of Conveyance dated 19<sup>th</sup> December, 1966 and duly registered
- B. with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BOM/R/980 of 1967 and made and executed by and between (1) Arvind Somchand Parikh, (2) Nalinkant Somchand Parikh, (3) Champaklal Jivraj Mehta, (4) Nagindas Jayantilal Mehta, (5) Harkishandas Agarwal, (6) Rajpal Harkishandas Agarwal, (7) Satpal Divanchand Agarwal and (8) Sureshpal Divanchand Agarwal collectively referred to as the Vendors of the First Part, (For the brevity's sake referred to as "the said Original Owners" Kewalkant Pessural Kakwani and Kirorimal Gagandas Panjwani therein referred to as the Confirming Parties of the Second Part and M/s. Indu Oil & Soap Company through it's the then Partners therein referred to as the Purchasers of the Third Part, the said Original Owners with the consent and confirmation of the Confirming Parties therein sold, transferred and conveyed unto the said M/s. Indu Oil & Soap Company all those pieces of then agricultural land or ground situate lying and being towards the East of Bombay-Agra Road (Lal Bahadur Shastri Marg) in the Village of Bhandup District Bombay Suburban in the Registration Sub-District of Bandra now Kurla in Greater Mumbai bearing Survey No. 201 (part), CTS No. 285 Municipal 'S' Ward No. 2642 (1) and Street No. 228 containing by admeasurements 13,753 sq. mtrs. or thereabouts and as per Property Register Card (uncorrected) admeasuring 12309.2 sq. mtrs. and more particularly described in the Second Schedule thereunder written (for the brevity's sake hereinafter referred to as "the said larger property").
- C. By a Deed of Exchange dated 5<sup>th</sup> October, 1972 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BND/1751 of 1972, the said M/s. Indu Oil & Soap Company conveyed portion of the said larger property admeasuring about 338.62 sq. mtrs. in favour of adjoining owner, Dharamsingh Harnamsingh Sohal and in exchange thereof acquired property admeasuring about 293.47 sq. mtrs. from the said Dharamsingh Harnamsingh Sohal from Survey No. 200(pt) CTS No. 286 (pt) for the consideration and upon the terms and conditions more particularly setout therein.



PHL  
  
 ५. १. २०१७

बदर-७
२४९७ १४
२००६

- D. On the actual survey being made by the concerned City Survey Authority, the area of the property is corrected/rectified as 13273.2 sq.mts. bearing C. T. S. No. 285 (Part) as evident from P R card issued on 28<sup>th</sup> October, 2004 and the property is more particularly described in the Schedule hereunder written and hereinafter referred to as "the said property".
- E. After coming into the force of the Urban Land (Ceiling and Regulation) Act, 1976 (ULC Act), on the application of the M/s. Indu Oil & Soap Company, the concerned Competent Authority appointed under the provisions of Urban Land (Ceiling & Regulation) Act 1976 for the sake brevity's sake referred to as "the ULC Act") by an Order dated 1980 under Section 20(1) of the ULC Act exempted the said property from the provisions of Chapter III of the ULC Act and allowed the said Indu Oil & Soap Company to continue to hold the said property for the purpose mentioned therein;
- F. In compliance with the provisions of the above recited Exemption Order dated 1<sup>st</sup> July, 1980, the said Indu Oil & Soap Company have partly constructed a structure on a portion of the said property in accordance with the building plans then sanctioned by the Municipal Corporation of Greater Mumbai;
- G. Subsequently, the then two partners of the said firm M/s. Indu Oil & Soap Company namely (1) Tarachand Bodaram Chawla as karta of and representing Tarachand B. Chawla (HUF) and (2) Nandlal Hassanand Chawla as karta of and representing Nandlal H. Chawla (HUF) retired by virtue of Deed of Retirement dated 2<sup>nd</sup> December, 1996 with effect from 31<sup>st</sup> March, 1997 wherein the said property was allotted to both of them equally, absolutely and forever;
- H. The said two above recited partners since 1997 alongwith three other partners are carrying on their business in partnership with their only asset being the said property under the firm name and style of M/s. Indu Oil & Soap Company (Bhandup) i.e. the Promoters and hence, the Promoters are seized and possessed of and otherwise well and sufficiently entitled to the said property;



*Handwritten signature*

3  
5. 2. 2007

बदर - ७
५४५७ १५
२००६

- I. By an Order dated 21<sup>st</sup> October, 1999 passed by the Additional Collector and Competent Authority (U.L.C.) Greater Mumbai, it has been inter alia declared that there is no surplus vacant land in the said property.
- I. The said property was originally situated in the Industrial Zone. However, on the necessary applications/representations being made by the Promoters herein, the concerned authorities of the Municipal Corporation of Greater Mumbai by its Letter dated 17<sup>th</sup> May, 2004 bearing reference No. CHE/1554/DPES granted its NOC for change of user of the said property from Industrial User to Residential User on the terms and conditions set out therein.
- J. The Promoters have appointed Shri Bhupendra Patrawala registered with the Counsel of Architects having their Office at Room No. F; 2<sup>nd</sup> floor 93 Mumbai Samachar Marg, Fort, Mumbai - 400 023 and Shri R.C, Tipnis, Consultant Engineers, "SANRAJ", C.V.S. Road No.2, Mulund (East), Mumbai - 400 081 as R.C.C. Consultant for preparation of structural designs and drawings of the buildings and other amenities etc. in the project/layout scheme and the Flat Purchaser has accepted the supervision of the said Architect and Structural Engineer till the completion of the said project/layout scheme unless otherwise agreed upon by the said Architect and/or the Structural Engineer.
- K. The Promoters have proposed Development layout scheme/Project for construction of buildings and other amenities by use of the full potentiality and benefit of development by use of basic FSI available in respect of the said property as also the benefit of Transferable Development Right (TDR) by whatever name called and in all forms to be acquired and purchased by them from the intending Sellers and use, utilise, consume and exploit on the said property as receiving plot as may be permissible by the concerned Development authorities from time to time and to carry out construction of buildings having various wings and/or separate buildings as may be permissible and sanction from time to time in the said Development scheme/project and have presently applied for and obtained sanction of plans, issue of I.O.D. bearing No.FB/CF/944/ BS/AS dated 3<sup>rd</sup> July, 2004 and part Commencement certificate dated 7<sup>th</sup> September 2004



*[Handwritten signature]*  
 4  
 ५.१.०१०७

बदर - ७	
२४१५	६
२००६	

for the purpose of development of the said property as approved housing project for construction of buildings having Five Wings i.e. Wings "A" to "E" thereon and reserve their right for construction of other buildings/wings including wing "F" consist of stilt plus 25 upper floors on rear side building, and front building consist of Ground/ basement plus Eight upper floors by use of the balance FSI potentiality of the said property and by availing the benefit of TDR by whatever name and in all forms as may be permissible from time to time the layout presently proposed by the Promoters is Annexed hereto and marked Annexure "A".



- L. As per the plans/scheme presently sanctioned/approved in which the concerned Development authority have issued IOD and Commencement Certificate as aforesaid, the Promoters have presently proposed to construct Five wings i.e. wings "A" to "C" consist of Stilt + Eight upper floors, wing "D" Stilt + Twelve upper floors with provision of Two upper floors with use of benefit of TDR on being submitted and approved, and wing E consist of Stilt + Nine upper floors and 10<sup>th</sup> Floor (Part) with provision for four upper floors by use of benefit of TDR on being submitted and approved by use of potentiality of FSI in respect of the said property to the extend possible and permissible and entitle to and reserve their right to make such changes/modification or variation from time to time as also to use, utilize, consume and exploit balance/remaining potentiality of FSI available in respect of the said property as also the benefit of TDR in all forms to be acquired and purchased from the Intending seller's so as to avail the same for additional construction by way of additional floors on the said building and the wings and by construction of additional structure/building/wings in front and rear side of the said property as presently shown in the said layout plan (Annexure "A") with such modifications or amendments variation as may be submitted by the Promoters and as may be approved and sanctioned by the concerned Development authority.
- M. The copies of the certificate of title and the copies of the plans, I.O.D., C.C. specifications of flats and other documents showing the nature of the

5  
5.2.047.





बदर - ७	
२४४७	७
२००६	

title of the Promoters are hereto annexed and marked as Annexure "B" to "E" respectively.

- N. By an Agreement of building contract executed on 25<sup>th</sup> November, 2004, the Promoters herein have appointed M/s. Sai Krupa Enterprises having their office at 102, Moti Vihar, N.S.B. Road, Mulund (West), Mumbai - 400 080 (for brevity's sake hereinafter referred to as "the said Contractor") as their building contractor for effectually carry out and complete the scheme of development/ project by construction of buildings etc. for the consideration and on the terms and conditions recorded therein which includes various obligations, responsibilities and covenants on the part of said contractor contained therein.
- O. The terms, conditions, stipulations and restrictions, if any, laid down which may be laid down by the local authorities including Municipal Corporation of Greater Bombay or any other public bodies in respect of the development of the said property will be observed and performed by the Promoters while constructing the said buildings which are based upon due performance and observance and the Occupation/ completion certificate in respect of the said buildings which is to be granted by the concerned local authorities.
- P. The Promoters have accordingly commenced construction of the buildings presently wing "A" to "E" as per the sanctioned plan and specifications presently approved by the concerned development authority and reserve their right to construct additional buildings structure/additional floors on the said buildings or any one or more of them under constructions.
- Q. The Purchasers have demanded from the Promoters and the Promoters have given to the Purchaser inspection of all the documents relating to the said buildings including sanctioned plans, designs, specifications prepared by the Architect and/or such other documents such as Revenue and City Survey documents as are prescribed under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and





  
 6  
 ड. व. वा.

बदर - ७
२४१० १८
२००६

Transfer) Act 1963 (hereinafter referred to as the said Act) and the Rules made thereunder has satisfied with the same.

R. The Purchaser has applied to the Promoters for allotment to him/her/them a premises being ~~Flat / unit / premises / car parking space~~ No. 1201 on 12th floor in ~~A wing / B Wing / C Wing / D - Wing / E Wing~~ and car parking space under stilt No. \_\_\_\_\_ in ~~A/Wing B/ Wing~~ D/Wing E/Wing in the building known as "SAI RADHA COMPLEX" to be constructed on the said property.

S. Prior to making application as aforesaid, as required under the provisions of Maharashtra Co-operative Societies Act 1960 (Maharashtra Act no. XXIV of 1960), the Purchaser has made a declaration to the effect that neither the Purchaser nor the member of the Purchaser's family as defined under the Maharashtra Co-operative Societies Act, 1960 owns a tenement house or building within the limits of Greater Bombay in which the flat/premises is being purchased.

T. Relying upon the application as aforesaid and the agreement the Promoters have agreed to sell and allot to the Purchasers the said premises/flat at the price and on the terms and conditions as hereinafter appearing.

U. The Purchaser hereby expressly confirms that he/she/they have agreed to enter into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents orders, layout scheme/project including the rights and entitlements available to and reserved by the Promoters contained under these presents.

V. Prior to the date of execution of this Agreement the Purchaser/s has / have paid to the Promoters a sum of **Rs.3,18,750/- (Rupees Three Lacs Eighteen Thousand Seven Hundred Fifty only)** being part payment of the said ~~Flat / premises / garage~~ etc. agreed to be allotted, by the Promoters to the Purchaser as advance or deposit (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) which shall in no event be less than 15% of the sale price of the said flat/premises agreed to be allotted to the Purchaser and Purchaser has



Handwritten signature and initials, possibly 'RAC', with the text 'इ. जे. जोष' (I. J. Joshi) written below it.

Handwritten signature and initials, possibly 'RAC', with the text 'इ. जे. जोष?' (I. J. Joshi?) written below it.

बदर - ७	
२४४७	१
२००६	

agreed to pay to the Promoters the balance of the sale price in the manner hereinafter appearing.

- W. Under section 4 of the Maharashtra Ownership Flat Act, the Promoters are required to execute a written Agreement for Sale of the said flat/premises/ garage with the Purchaser which is in fact these presents and also to admit execution of this Agreement under the Indian Registration Act.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY BETWEEN THE PARTIES HERETO AS FOLLOWS:




1. The Promoters hereby declare and confirm that what hereinabove with regard to their right, title and interest in respect said property and for development thereof shall be treated as declarations, representations on their part and shall form integral part of this clause.

- 2a. The Promoters hereby represent and the Purchaser hereby confirms that the Promoters have presently proposed lay out scheme and Project for construction of buildings and various wings in such building or any one or more of them which as per the present proposal are as follows:

Building Type/Wings Number of Floors

Front Building	Ground / Basement + 8 Upper floors
A Type	Stilt + Eight Upper floors
B Type	Stilt + Eight Upper floors
C Type	Stilt + Eight Upper floors
D Type	Stilt + Twelve Upper floors (with provision for 2 upper floors by use of TDR)
E Type	Stilt + Nine Upper floors + 10 <sup>th</sup> Upper floor (with provision for 4 upper floors by use of TDR)
F Type	Stilt + Twenty Five Upper floors (by use of balance FSI of the property and by use of benefit of TDR)



- 2b. The exact area of the said buildings/wings shall be as permitted and sanctioned by the concerned development authorities with such modification/variations/amendments from time to time be permissible by the concerned authorities.

  
 8  
 डी. के. वोहरा,

बदर - ७	
२४७०	१०
२००६	

- 2c. The aforesaid buildings/wings/types includes residential commercial, and/or semi-commercial or such other permissible uses. The Promoters have full right and absolute authority to convert and change the user of any of the building, wings, and/or premises therein. The Purchaser shall not object or dispute to the aforesaid right of the Promoters for change of user Provided the user is changed without affecting the user of the premises agreed to be sold to the Purchaser by the Promoters.
- 2d. The Promoters hereby represent and the Purchaser hereby confirms that the Promoters have irrevocable and unconditional rights, authorities and entitlements to increased or decreased area of any the aforesaid buildings/wings, increased or decreased in numbers of floors as also specification/designs thereof as also location by vertical and/or horizontal as also location of recreation ground and/or other amenities including of club house as may be permitted/approved by the concerned Development Authority from time to time till the entire layout scheme and the project is completed in all respect. The layout plan annexed as Annexure "A" is tentative and the Promoters shall be entitled to make such changes or modifications therein as they may desire and deem fit and proper. The Purchaser hereby confirms having understood the aforesaid facts and right authorities and entitlements of the Promoters and shall not object, dispute or create any hindrance during the course of development of the said project in the total layout plan and no further consent confirmation or otherwise is required to be taken or obtained from the Purchasers and the Promoters are entitled to exercise the rights authorities and entitlements under the provisions of Maharashtra Flat Ownership Act, Rules framed thereunder, D. C. Regulation, and BMC Act and other concerned Statutes.
- 3 The Promoters have commenced, construction of the buildings presently having Five Wings i. e. Wing/Type "A" to "E" having consist of Ground + Upper floors as indicated in the preceding clause (clause 2) on the portion of the property more particularly described in the Schedule hereunder written in accordance with the plan, designs and specifications presently approved/to be approved by the concerned local authority viz. Municipal Corporation of Greater Bombay and which have been seen and approved by the Purchaser, with only such variations and modifications as the





  
 १  
 १. २. २०१७.

बदर - ७  
२४४७ / ११  
२००६

Promoters may consider necessary or as may be required by the concerned local authority or the Government to be made in them or any of them.

PROVIDED THAT, if necessary, the Promoters shall obtain prior consent of the Purchaser in respect of such variations and modifications which may adversely affect the Purchaser herein in respect of the premises agreed to be allotted under these presents and not in any other case or otherwise whatsoever.

4A) The Purchaser hereby agrees to purchase from the Promoters and Promoters hereby agree to sell and allot to the Purchaser premises being **Flat / premises Unit No. 1201** admeasuring **625 sq. ft. saleable area (58.06 sq. mtrs) i.e. 455 sq. ft. carpet area (42.27 sq. mts.)** inclusive of area of balcony) on the **12th floor** in **A-wing / B-Wing / C-Wing / D-Wing / E-Wing** of the said buildings known as "**SAI RADHA COMPLEX**" shown on the floor plan thereof annexed hereto and marked as Annexure "F" (for the sake of brevity hereinafter referred to as the said flat) for the total consideration of **Rs.18,18,750/- (Rupees Eighteen Lacs Eighteen Thousand Seven Hundred Fifty only)** which is inclusive of the proportionate price of the common areas and the facilities appurtenant to the premises. The Purchaser hereby agrees to pay the aforesaid consideration price to the Promoters in the manner as under.

- a) Rs.3,18,750/- (Rupees Three Lacs Eighteen Thousand Seven Hundred Fifty Only) on or before execution of this Agreement. (payment and receipt thereof the Promoters hereby admit and acknowledge.
- b) Rs. 2,26,875/- (Rupees Two Lacs Twenty Six Thousand Eight Hundred Seventy Five only) on completion of Plinth.
- c) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 1st slab of the building.
- d) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 2nd slab of the building.
- e) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 3rd slab of the building.



*Handwritten signature and initials*  
S. S. Singh

*Handwritten signature and initials*  
10  
S. S. Singh

बदर - ७	
२४९७	१२
२००६	

- f) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 4th slab of the building.
- g) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 5th slab of the building.
- h) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 6th slab of the building.
- i) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 7th slab of the building.
- j) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 8<sup>th</sup> slab of the Building.
- k) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 9<sup>th</sup> slab of the Building.
- l) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 10th slab of the Building.
- m) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 11th slab of the Building.
- n) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 12th slab of the Building.
- o) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 13th slab of the Building.
- p) Rs. 50,015/- (Rupees Fifty Thousand Fifteen only) on casting of the 14th slab of the Building.
- q) Rs. 45,475/- (Rupees Forty Five Thousand Four Hundred Sixty Nine only) on casting of the 15th slab of the Building.
- r) Rs. 72,750/- (Rupees Seventy Two Thousand Seven Hundred Fifty only) on completion of construction of walls.
- s) Rs. 90,938/- (Rupees Ninety Thousand Nine Hundred Thirty Eight only) on completion of fixing doors and window.
- t) Rs. 90,938/- (Rupees Ninety Thousand Nine Hundred Thirty Eight only) on Completion of flooring.
- u) Rs. 90,938/- (Rupees Ninety Thousand Nine Hundred Thirty Eight only) on completion of the internal and external plastering.



*[Handwritten signature]*



बदर - ७	
२४९७	१३
२००६	

v) Rs. 90,938/- (Rupees Ninety Thousand Nine Hundred Thirty Eight only) on completion of sanitary and plumbing fittings.

w) Rs. 90,938/- (Rupees Ninety Thousand Nine Hundred Thirty Eight only) on before taking possession of the said flat/premises or within seven days from the Promoters offering possession of the premises

B) The Promoter hereby further agrees to allot to the purchaser car parking space No. \_\_\_\_\_ under the stilt of A/ Wing B/ Wing C/ ~~Wing E/Wing~~ of the buildings known as "SAI RADHA COMPLEX" shown on the floor plan thereof annexed hereto and marked as "F1" (for the sake of brevity hereinafter referred to as the said car parking space) for the total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) the said flat and the said car parking space are hereafter for the sake of brevity referred to as the said premises the purchaser hereby agrees to pay said the consideration price to the promoters in the manner as under .

i) Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) on or before execution of this agreement (payment and receipt thereof the promoters hereby admit and acknowledge)

ii) Balance of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) before taking possession of the said premises or within 7 days from the promoters offering possession of the said premises.

The Reference to "the Building" under these presents including for payment shall mean the wing of the building in which the Promoters have agreed to allot the premises to the Purchasers under these presents.

It is expressly agreed and understood that if the Promoters carry out and complete the works of construction of brick walls, flooring etc. as contemplated in sub clauses ("P") to ("T") above in respect of the premises agreed to be sold/allotted to the Purchaser under these presents, while construction of other slabs etc. is in process, the Purchaser, immediately on requiring by the Promoters, shall pay the amount of installments under sub clause ("B") to ("T") or such of them depending



Handwritten signatures and initials on the right side of the page, including 'S. J. Jadhav' and 'S. J. Jadhav'.

Handwritten signature and initials at the bottom center, including 'S. J. Jadhav'.



बदर - ७	
२४९७	१४
२००६	

upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

5. The Promoters have appointed M/s. Sai Krupa Enterprise as their building contractor to carry out and complete the development in the said layout scheme/ project on the terms and conditions recorded in agreement dated 25<sup>th</sup> November, 2004. The said Contractor has undertaken to comply with, fulfill, observe and perform their various obligation, responsibilities and covenants contained in the said Agreement & the Contractor has further agreed that any defect in premises or the building in which the premises is situated brought to the notice within the period of three years from the date of possession by the purchaser same shall be rectified by the contractor at their own cost.



- 6a. The Promoters hereby represent that as proposed in the said layout plan/scheme/project, the Promoters as extra additional facility are constructing a club house on the rear side of the said property as presently shown on the said layout plan. The Promoters shall cause construction of the said club House only after virtual completion of all the buildings in the layout scheme/project. The construction of the said club House will be carried out as per the specification and designs approved/to be approved by the concerned development authority.
- b. On the construction of the said club House and on the promoters disposing of all the premises/units etc. in all the buildings/wings as proposed in the said layout scheme/project, the said club House shall be put in operation for use of by members including such of the Purchasers of premises in the said buildings on such terms and conditions and subject to levy of such fees/membership fees and other deposits and subject to such undertaking for payment of other charges, outgoing, maintenance charges, electricity charges, taxes, etc. as may be framed by the Promoters from time to time.
- c. In addition to the consideration / purchase price payable by the Purchasers to the Promoters as mentioned in clause "4" hereinabove in respect of the premises agreed to be allotted under these presents, the Purchaser shall pay to the Promoters a sum of **Rs.12,500/-** of the premises allotted under these presents, towards cost for providing the said facility of club house

  
 इ. जे. ओषी.

बंदर - ७
२०३० १५
२००६

and such payment shall be paid simultaneously on execution of these presents.

- d. The Purchaser thereby agree and undertake to abide and observe and perform all the rules, regulations etc. as may be framed by the Promoters for use of the said club house and the same shall be framed at the time of putting the said club house in operation. The Purchaser hereby further agrees and undertakes to bear and pay all the outgoing, maintenance charges, repairs, renovation, instruments, articles, and other accessories and amenities as may be provided in such club house in such proportion and manner as may be decided by the Promoters.
- e. On the society/organization being formed and registered under concerned statutes, the Promoters shall decide the quantum and manner for payment of such amounts deposits, etc. with the consultation of such society/organization. The Purchaser shall not object dispute of such with right of the Promoters and or society /organization on being formed and registered.
- f. It is further understood between the parties hereto that the Promoters may at their sole option and discretion allow operation of said club house and permit purchaser to use the same along with other purchaser even if the Promoters have not sold and allotted all the premises/units in the buildings/wings however in such events the Purchaser shall along with the other purchaser of premises bear and pay all such outgoing, maintenance charges, deposits, taxes etc. in such manner and proportion as the Promoters may decide. The Promoters shall not be held liable or responsible for payment of any such amount of outgoing, maintenance charges, etc. in respect of unsold premises and/or premises in the building under construction/ proposed construction.
- g. In the event of the Purchaser failing to pay such amounts or amounts deposits etc., the Promoters shall be entitled to cancel and terminate such membership of the Purchaser irrespective of the fact that the purchaser have paid the amounts mentioned in sub clause ("6c") hereinabove and the payment under clause (4) above.
- h. If for any reason providing Club House as proposed in the Layout Scheme/Plan is not viable and/or feasible for any reason whatsoever including for financial reasons and/or due to any rules of the existing policy and/or policies which may hereafter announced by the concerned



*[Handwritten signature]*  
*[Handwritten signature]*  
 डी. जे. जे. जी.

बदर - ७	
२४५६	१६
२००६	

Development Authority, the Promoters shall not be liable to provide and construct the said Club House and the amount paid and/or agreed to be paid in clause "6c" as provided in Clause 6c. hereinabove shall be refunded without interest to the Purchaser within reasonable period of rejection of the proposal for providing Club House and/or from the date when the Promoters intimate to the Purchaser of non-feasibility for providing the said Club House. The Purchaser shall not be entitled to any dispute, object to or question the right of the Promoters for providing and/or not providing the said Club House.

i. Since the provisions for the said Club House is an extra additional facility due to the efforts on the part of the Promoters, the Promoters shall be entitled at their option to offer and provide facility of the Club House and its membership on such terms and conditions as they may deem fit. However, the same shall be subject to the rules and regulations as may be permitted for use, operation and conduct of the said Club House. Neither the Purchaser nor the Society/Organisation shall be entitled to claim or demand any premium or otherwise. (Save and except membership fees and proportionate outgoings, maintenance charges, nor shall object or dispute to the same.).

7. The Promoters hereby represent to the Purchaser that they have been negotiating with the Owners/Developers of adjoining property for purchase and/or acquisition of development right. On the Promoters acquiring such right of ownership development or otherwise, the Promoters shall be entitled to amalgamate their property described in the Schedule hereunder written with the adjoining property and for the said purpose the Promoters shall be entitled to apply for and obtain all such approvals, sanctions, permissions, certificates, orders for amalgamation and make sign and submit all such amendments, modifications, variations, changes in the plans, specifications approved/sanctioned and/or which may be hereafter approved or sanctioned by the concerned development or licensing authorities. However, the same shall not affect the right of the purchaser in respect of the premises agreed to be allotted under these presents. The Purchaser shall not object or challenge all such right of the Promoters as aforesaid.



*[Handwritten signature]*  
*[Handwritten signature]*  
 5. 7. 07

पदर - ७	
२४५०	१७
२००६	

8. The Promoters hereby declare that the floor space index available in respect of the said buildings i. e wing "A" to "E" to be constructed on portion of property described in the schedule hereunder written, is about 8868.10 sq.mtrs. as per the plans presently sanctioned by the Development sanctioning Authorities. The Promoters are entitled to avail use, utilise, consume and exploit the benefit of TDR in any manner whatsoever by whatever named called and in all forms to be acquired and purchased by them during or after commencement of construction and/or on completion of construction the buildings and/or all or any one or more of the said Five wings and as may be permitted by the concerned Development and sanctioning authority and hereby also reserve their right to consume and avail the benefit of balance FSI available in respect of the said property and the benefit of TDR and/or additional Builtup area by whatever name called and in all forms in future and as may be permissible. In case any Floor Space Index has been or is being utilized by the Promoters elsewhere, then the Promoters shall furnish to the Purchaser/s the requisite details particulars in respect of such utilization of said floor space index by them. In case while developing the said property, the Promoters have utilized any further floor space index of any other property by way of floating floor, space index or TDR then the particulars of such floor space index shall be disclosed by the Promoters to the Purchaser at the time of execution of vesting documents as contemplated hereinafter. The residual F.A.R. (F.S.I.) in the property not consumed will always belong to and be available to the Promoters.



9. The Promoters hereby represent and declare and the Purchaser hereby confirms that

- (i) In addition to what is contemplated in clause ("8") hereinabove, if due to any further change in the F.S.I. Rules, more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the Promoters alone shall be entitled to use, utilize, consume and exploit such addition F.S.I. on the said property by constructing additional structure or additional floors in the said building.
- (ii) In addition to what is contemplated in clause ("8") hereinabove, if due to any further change in the Development Rules and


*[Handwritten signature]*  
 ३. ४. ०७१.

बदर - ७
२०१७ / १८
२००६

Regulations or by introduction of any policy by the Government of Maharashtra or any other concerned authorities any benefit of T.D.R. (Transferable Development Right) and/or Additional Buildable Area is available on the said property as a recipient plot, then in such event, the Promoters alone shall be entitled to avail such T.D.R. benefit for which they are entitled to acquire and purchase such F.S.I. by way of T.D.R. from any other property as may be permissible and to use, utilize, consume and exploit the same by constructing additional structure or additional floors on the said building presently sanctioned by the concerned Development Authorities.



- (iii) The Promoters shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms, including modifications, changes, alterations etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire.
- (iv) The Purchaser hereby agrees and undertakes that he/she/they shall not obstruct or object or dispute to the right, title and interest of the Promoters in respect of use of the balance/remaining FSI available in respect of the said property and the additional F.S.I. and/or T.D.R. or Additional Buildable Area benefit by whatever named called and in all forms available to the Promoters as above as per the existing policy or concerned statutes, Rules, Regulations, Circulars, etc. and/or as may be permitted in future and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc. if so required, by the Promoters.
- (v) The Purchaser hereby irrevocably agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Promoters in respect of the said benefit of additional F.S.I. and/or T.D.R. available to the Promoters to use, utilize, consume and exploit the same by constructing additional structure or additional floors on the said building.



Pat  
  
 17  
 १. १ ०१६७.

बदर - ७  
२०१७ १९  
२००६

- (vi) The Purchaser of flats/premises etc. from the Promoters in respect of the said Buildings/Wings/additional floors and/or additional Buildings/s which the Promoters are entitled to construct by use of such extra or additional F.S.I. and/or T.D.R. benefit shall be accepted and admitted as members and shareholders of the Society and/or Company or other Organization as may be formed and registered by the Purchasers of the premises in the said building/s and such Purchasers shall have all the privileges and are entitled to avail of the common amenities as may be available to the Purchaser herein and other Purchasers of premises in the said building and/or the property.
- (vii) It is expressly agreed and understood that though the right, title and interest of the Promoters to avail the benefit of remaining / additional F.S.I. and/or T.D.R. benefit to use, utilize and consume the same on the said property shall be absolute and permanent even after vesting documents such as Conveyance or otherwise is/are executed in favour of the Society, Company or other organization of the Purchasers of the premises in the said building and the documents such as Conveyance, Assignment, etc. shall contain such clause so as to confirm the said right of the Promoters.



10. The Promoters hereby represent that as shown in the proposed Layout Scheme/Project the Promoters have made provision for Recreation Space required to be provided in the said project. The Promoters have full right, absolute authority and entitled to make such variations, modifications, changes and/or shifting of the location of Recreation Space anywhere and/or any portion of the said property as may be permissible and/or approvable by the Development Authority. The Purchaser shall not raise any objection or dispute to the same.
11. The Purchaser hereby grants irrevocable power and consent to the Promoters and agrees:-
- a) that the Promoters alone shall be entitled at all time to all FSI/ benefits in respect of the said property whether available at present or in future including the balance FSI, the additional FSI available under the Rules and regulations of the concerned authorities from time to time

  
  
18  
ड. व. ओधी

बदर - ७	
२४५७	१२०
२००६	

and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) by whatever named called and in all forms or otherwise howsoever.

- b) that under no circumstances the Purchaser and/or Society or other common organization will be entitled to any FSI or benefit of the said property nor shall he/she/they which also includes their Organization or Society have any right to consume the same in the same manner whatsoever.
- c) that the Promoters shall be entitled to develop the said property fully by constructing and/or making additions in the said building and by constructing additional /floors/wings/ structures so as to avail of the full FSI permissible at present or in future on the said property inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up any "additional construction" as mentioned above and on Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser or other acquirers of other premises in such building and/or their common organization having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with dispose of, sell, transfer etc. the same in manner the Promoters may chooses. The Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Promoters shall be entitled to consume such FSI by raising floor or floors on the said building and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said property, building etc. and transfer of rights and benefits of the Promoters as hereinafter mentioned shall be subject inter alia to the aforesaid reservation.



19  
 ३.९ २०१७.

बदर - ७
२४९०   २१
२००६

d) that the Promoters alone shall be entitled to sell any part or portion of the said buildings/wings including the open terrace/s/pocket Terrace or part of the said portion basement, parking space, covered or otherwise, open space including for use as a bank, offices, shops, nursing home, display of advertisements, and as the Promoters may deem fit and proper.

e) To admit without any objection the persons who are all affected flats/premises/parking place etc. by the Promoters as members of the proposed Society/Organization and/or as members of the Society/Organization in the event the Society/Organization is registered before all including flats of extended/annexed buildings are sold by the Promoters.


f) not to raise any objection or interfere with Promoters rights reserved under these presents.

g) to execute, if any further or other writing, documents, consents etc. as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto.

h) to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Promoters in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent, authorities and covenants shall remain valid, unconditional, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser and/or possession of the said building/wing is handed over to the Society/ Association/Organization of the Purchaser all the premises of and vesting document is executed. The aforesaid covenants or such of them as the Promoters may deem fit will be incorporated in the vesting document they shall run with the plot.

12. The Purchaser hereby confirms that the Promoters have given to the Purchaser concession in the consideration fixed under these presents which is Less then the market rate presently prevailing in the same vicinity in respect of the other buildings similarly situate at, considering that the Purchaser has agreed to the unconditional and irrevocable right and authority of the Promoters in respect of various open space, use of

  
 20  
 इ. इ. कोषी.





बदल - ७	
२४५०	२२
२००६	

Terrace, car parking space undivided use of Private lift etc. as mentioned under these presents and shall not obstruct, interfere, challenge, or dispute such rights of the Promoters and shall extend necessary co-operation as may be required by the Promoters. The covenants under these presents shall be binding upon the society or any other organization as may be formed and registered as contemplated hereinafter.

13. The Promoters hereby agree that they shall before handing over possession of the said Premises to the Purchaser and in any event before execution of a Conveyance/Declaration of the said property in favour of the Corporation body or society or Organization to be formed by the Purchasers of flats/premises in the building to be constructed on the said property for the sake of brevity it may be referred to hereinafter as "THE SOCIETY/LIMITED COMPANY/ ORGANIZATION") make full and true disclosure of the nature of their title to the said property as well as encumbrances, if any including any right, title and interest or claim of any party or persons whatsoever in and over the said Property and shall as far as practicable ensure that the said Property is free from all encumbrances and that the Promoters have absolute clear and marketable title to the said property so as to enable them to convey to the said Society/Company/ Organization as the case may be such absolute clear and marketable title on the execution of a Conveyance of the said Promoters as the Owners and in favour of such Association/Organization.
14. The Purchaser agrees to pay to the Promoters interest at 18% per annum on all the amount which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoters.
15. On the Purchaser committing default in payment on due dates of any amount due and payable by the Purchaser to the Promoters under this agreement (including his/her/their proportionate share of taxes levied by the Concerned local authority and other outgoings) and on the Purchaser committing breach of any of the term and conditions herein contained, the Promoters 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 Promoters unless and until the



  
 21  
 S. S. S. 21/47


बदर - ७	
२४५७	२७
२००६	

Promoters shall have given to the Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser the installments sale price of the premises (except the earnest money) which he may till then have been paid by the Purchaser to the Promoters but the Promoters shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement and on offer to return the aforesaid amount the Promoters shall be at liberty to dispose of and sell the said premises to such person and at such price as the Promoters may in their absolute discretion think fit.



16. The fixtures, fittings and amenities to be provided by the Promoters in the said building and the premises are those that are set out in Annexure "G" hereto.
17. The nature, extent and description of the "common area and facilities" and of the "limited common areas and facilities" shall be as under:
- (a) *Common areas and facilities:*  
Compound of the building concerned i. e. the open area (out of the said property described in the Schedule hereunder written (as the case may be) appurtenant to the built-up area of the buildings but excluding the open and/or enclosed car parking spaces in the compound allotted to the respective Flat Purchaser and garages, if constructed and other extra amenities such as club House.
- (b) *Limited common areas and facilities:*
- (i) Entrance lobby and foyer of the wing in the building concerned (i.e. the building/wing in which the said premises are located);
- (ii) The staircase of the wing of the building concerned (in which the premises are located) including main/mid landing, for the purpose of ingress and egress but not for the residence or for sleeping;

  
22  
५. १. २०१७

बदर - ७	
२४१०	२५
२००६	

- (iii) Part of Terrace above the top floor of the wing of the building concerned (in which the said premises are located) i.e. way going to water tank and staircase cabin for being used as an open terrace by the members but not for putting up any construction or as a play area or for pounding of "masala" or any such objectionable user. (The other part of the Terrace shall remain the property of the Promoters).


The Flat Purchaser will have a proportionate undivided interest in the above, subject to the proportionate reduction therein in case additional flats are constructed in that wing.

18. The Promoters shall give possession of the premises to the Purchaser on or before **MARCH 2007**. If the Promoters fail or neglect to give possession of the premises to the Purchaser on account of any reason beyond their control and of agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act 1963, by the aforesaid time then the Promoters shall be liable on demand to return to the Purchaser the amount already received by them with simple interest at 9% per annum from the date the Promoters received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as Arbitrator. Till the entire amount and interest thereon is refunded by the Promoters to the Purchaser, there shall, subject to prior encumbrances if any, be a charge on the said premises as well as the construction of building in which the premises is situated or was to be situated.

PROVIDED that the Promoters shall be entitled to reasonable extension of time for giving possession of premises on the aforesaid, date if the completion of building is delayed on account of-

- i) non availability of steel, cement, other building material water or electric supply.
- ii) War, civil commotion or act of god,
- iii) any notice, Order rule, notification of the Government and/or for other public or competent authority or order of any Court of Law.
- iv) Any breach committed by the Contractor in pursuance of the understanding with the Promoters.



  
 23  
 १. १. २००७

बदर - ७	
५४१०	२५
२००६	

- v) Any other reason/cause beyond their control.
19. The Purchaser shall take possession of the premises within a week from the date of written notice from the Promoters to the Purchaser intimating that the said premises is ready for use and occupation.  
 PROVIDED THAT if within a period of Three year from the date of handing over the possession if the Purchaser bring to the notice of Promoters any material defect in the premises or the building in which the premises is situated or the material used therein then, whenever possible, such defects shall be rectified by the said contractor at their own cost and in case it is not possible to rectify such defects then the Purchaser shall be entitled to receive and the Promoters shall cause the said contractor to pay reasonable compensation for such defect, or change subject however the Purchaser directly and/or indirectly is not guilty of any act of omission or commission and has fully performed and complied with his/her/their part of the obligations and covenants contained under these presents.
20. It is clearly understood and agreed by the Purchaser that the common infrastructure layout Roads surrounding land, access open spaces extra structures like Gym, Swimming Pool, R.G. Sports arrangements tools, tube wells, temple, landscaping, drainage system water, telephone, electric lines electric sub station and like and all these and other such part and parcel of layout are intended for Promoters for their project under different phase for the benefits of the Promoters to enable them for self and all the buyers and future buyers by full utilizing the potential of the property, and the same belongs to the "Promoters" exclusively, the Purchasers does have limited right of use only as per under the Promoters arrangement.
21. The Purchaser shall not raise any objection or hinder or do anything or cause to do which shall obstruct or hinder the development envisaged herein including future development to be made by the Promoters.
22. The Purchaser shall use the premises and every part thereof or permit the same to be used only for the purposes as may be permissible. He/she/they shall use the garage or parking space if so allotted in writing only for purpose of keeping or parking the Purchaser own vehicle. The Promoters



*[Handwritten signature]*

बंदर - ७	
२४९७	२६
२००६	

shall have full right, absolute authority and entitled to allot car parking space/open car parking space to such of the Purchasers as the Promoters may deem fit and the Purchaser shall not object or dispute to the same. If the Purchaser is allotted in writing or under valid document any of the parking space by the Promoters the Purchaser shall not be entitled to use any of the open portion of the property/plot and/or stilt portion or otherwise as parking of vehicles of four and/or two whillers.

23. The Purchaser along with other Purchasers of flats/premises etc. in the building shall join in formation and registration of a Society or Limited Company or Organization under the Provisions of Maharashtra Co-Op. Societies Act or Maharashtra Flat Ownership Act and/or Maharashtra Apartment Ownership Act 1970 to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute all such application for registration and/or membership and other papers and documents necessary for the formation and the registration of such Organization and for becoming a member, including the bye laws of the proposed Organization and duly fill in, sign and return to the Promoters within a week of the same being forwarded by the Promoters to the Purchaser, so as to enable Promoters to register the organization of all the Purchaser under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Rules, 1964, and/or under the provisions of Maharashtra Apartment Ownership Act, 1970 No Objection shall be taken by the Purchaser if any changes, or modifications are made in the draft bye laws or the Memorandum, Declaration and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. Such Association or Organization shall be either in respect of all the Buildings/Wings or such of them as they be permissible.

- 24a. Since the Promoters are carrying out development under the Layout Scheme and the said project and constructing Buildings/wings Phase wise from time to time, the Society, Organisation and Association shall be formed and registered by all the flat purchasers in respect of all the




Handwritten signature and initials, with the number 25 written below it.

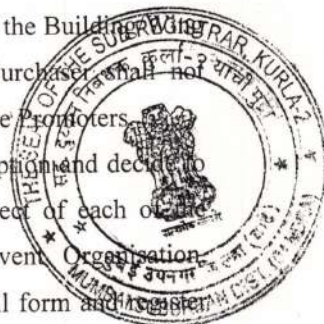
बदर - ७	
२४६	२७
२००६	

Buildings/Wings only after the Promoters have fully carried out construction of all the Buildings/Wings as contemplated in the said Layout Scheme. Such Society, Organisation or Association shall be either in respect of individual Building/Wing and/or in respect of all the Buildings/wings as may be permissible under the concerned statues. The Promoters shall alone has discretion to decide and determine to form and register either one or more than or in respect of each of the Buildings/Wings such Society, Association or Organisation. The Purchaser shall not dispute or challenge the right, authority and option of the Promoters.

- b. If for any reason the Promoters herein exercise their option and decide to form separate/individual Society/Organisation in respect of each of the Buildings/Wings, if so permitted, then in such event Organisation, Association or Society of all the Buildings/Wings shall form and register their Common Body/Apex Body or Organisation which shall be entitled to look after, manage and administer all the common affairs of the property and the Buildings and each of the Societies shall be member of such Apex Body. It is expressly agreed and understood that under no circumstances the Promoters are required to transfer or convey their property in pieces/part of any of such Society, Organization or Association. It is further agreed and understood that in the event of the Purchaser commits breach individually or along with Purchasers of other premises in the said Buildings/Wings and make any attempt to form or register their Association, Organisation or Society without co-operation of the Promoters and in breach of this clause, then in such event also the Promoters shall not be liable to execute any vesting documents for transfer of part or portion of the property with or without such Builders/wings.

25. Unless it is otherwise agreed to by and between the parties hereto the Promoters shall after completion full development of the Scheme/Project by construction of all the buildings and wings including by use of the potentiality of all benefits including of TDR in all forms to the fullest on the said property, within reasonable period of not less then 3 years of formation/ registration of the Society or Limited Company or Organization, as aforesaid transfer to the Society or Limited Company or Organization all their right, title and interest as the Promoters/Owners and to convey and transfer the said property together with the buildings by

  
26  
११.११.११



बदर - ७	
२४१८	२८
२००६	

executing the necessary conveyance/declaration of the said Property to the extend as may be permitted by the authorities) and the said building in favour of such Society or Limited Company or Organization as the case may be. Such Conveyance, Declaration shall be in keeping with the terms and provisions of this Agreement. The Promoters may at their option and cause to be demised the building in favour of the said Organization by executing lease for the period as they decide.

26. Commencing a week after notice in writing is given by the Promoters to the Purchaser that the premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the premises) of outgoings in respect of the said property and building namely local taxes, betterment charges, cesses, other levies by the concern local authority M.C.G.B. and/or Government authorities towards water charges, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building. The Purchaser shall also be liable to pay to the Promoters his/her/their share for payment of development and infrastructure charges/deposits etc. as may be demanded by the Promoters. Until the Society/Limited Company/Organization is formed and the said property and building are transferred to it, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Promoters provisional monthly contributions of **Rs.1565/-** per month towards all the aforesaid outgoings. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/vesting documents is executed in favour of the Society or Limited Company or Organization as aforesaid, subject to the provisions of Section 6 of the said Act on such Conveyance/Declaration being executed, the aforesaid deposits (less deductions provided for in this agreement) shall be paid over by the Promoters to the Society or Limited Company or Organization as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each



27  
 ५.४.०११

बदर - ७  
२४५६ २९  
२००६

and every month in advance and shall not with hold the same for any reason whatsoever.

27. The Purchaser shall pay a) advance maintenance for six months Rs.9375/- b) Share Application Money Rs.350/- c) Society formation Charges Rs.1000/- d) Legal Expenses Rs.750/- e) Electric Meter/Cabling/Substation Rs.18,000/- f) Water Meter Deposits and Development charges Rs.16,000/- g) Maintenance of Amenities in Club House Rs.12,500/- to the Promoters for meeting all legal costs and expenses, outgoings, payment deposit including professional costs of the Attorney at Law/Advocates of the Promoters in connection with formation of the said Society or as the case may be limited company preparing its rules regulations and bye laws and the cost of preparing and engrossing this Agreement and the Conveyance / Declaration and other documents.
28. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Society/Company/Organization or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
29. At the time of registration, the Purchaser shall pay to the Promoters the Purchaser's share of stamp duty and registration charges payable if any, by the Promoters or the said Society or Limited Company or Organization on the conveyance, declaration or any document or instrument of transfer in respect of the said property and the building to be executed in favour of the Society or Limited Company.
30. The Purchaser for himself/herself/themselves with intention to bind all persons (into whosoever hands the premises may come) doth hereby covenants with the Promoters as follows:
- a) To maintain the premises/flat agreed to be sold under this agreement at his/her/their own cost in good tenantable repair and condition from the date the possession of the premises is taken and shall not do or suffered to be done anything in or to the building in which the premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of concerned local or any other authority or change alter or make



*[Handwritten signature]*

28

डि. जे. गोपल

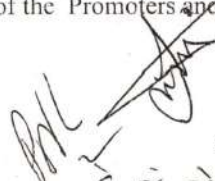


बदर - ७	
२४५७	३०
२००६	

addition in or to the building in which the premises is situated and the premises itself or any part thereof.

- b) Not to store in the premises any good which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common areas or any other structure of the building in which the premises is situated, including entrances of the building in which the premises is situated and in case any damage is caused to the building on account of negligent or default of the Purchaser, in this behalf, the Purchaser shall be liable for the consequence of the breach.
- c) To carry at his/her/their own cost all internal repairs to the said premises and maintain the premises in the same conditions state and Order in which it was delivered by the Promoters to the Purchaser and shall not do cause to be done anything in or to the building in which the premises is situate or the premises which may violate the rules and regulations and bye laws of the concerned local authority including BMC or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the premises agreed to be allotted under these presents or any part thereof (including by demolishing a dividing wall between the two adjoining premises to make single premises) nor at any time make or cause to make any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains pipes in the building premises and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Pardis or other structural members in the premises without the prior written permission of the Promoters and/or the Society or the Limited Company.



  
 29  
 ड. व. जे. वी.

बदर - ७	
२४९०	३१
२००३	

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance if so taken.
- f) Not to throw dirt rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the premises is situated.
- g) Pay to the Promoters within 8 days of demand by the Promoters, their share of security deposit demanded by concerned local authority, BMC or Government or giving water, electricity or any other service or connections to the building in which the said premises is situated.
- h) To bear and pay in proportion increase in local taxes, water charges, outgoings and such other levies if any, which are imposed or levied by the concerned local authority and/or Government and/or other authority, on account of change of user of the premises by the Purchaser viz user for any purposes other than for residential purpose or for any other purpose or reason whatsoever.
- i) The Purchaser shall not let, sub let transfer assign or part with possession his/her/their interest or benefit of this Agreement until all the dues payable to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has/have obtain prior consent in writing from the Promoters.
- j) The Flat Purchaser and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of shall from time to time sign all application, papers and documents and shall do all acts, deeds and things as the Promoters and/or the Co-operative Society/ Condominium/Limited Company may require for safeguarding the interest of the Promoters and/or the Flat Purchaser in the said building/s.
- k) The Purchaser and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt as its 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 premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time



*[Handwritten signature]*  
 ५.९.०१५१

बदर -- ७	
४९५०	१३२
२००	

being of the concerned local authority including BMC and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society Limited Company regarding the occupation and use of the premises 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.

- 1) Till a Conveyance/vesting documents/declaration of building premises is situated is executed and even thereafter till the Promoters have used utilized and consumed all the FSI available presently or in future also of TDR benefits the Purchaser shall permit the Promoters and surveyors agents and authorised persons with or without workmen and others, at all reasonable times, to enter into and upon the said and/or building or any part thereof as also of the said premises agreed to be allotted under these presents to view and examine the state and condition thereof.
  - m) The Purchaser shall sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Promoters for effectually carrying out intention of the parties including to enable the Promoters to complete the project as contemplated under these presents.
  - n) The Purchaser shall either independently and/or jointly with other Purchasers comply with, fulfill, observe and perform all obligations and covenants on his/her/their part contained under these presents.
31. If the Purchaser/s desire/s to sell or transfer his/her, their interest in the said premises or desires to transfer or give the benefit of this Agreement to anyone else, and if the Promoters agree to give such consent, then and in such event simultaneously with the Promoters granting to the Purchaser/s the consent as herein contemplated the Purchaser/s shall pay to the Promoters such sum as the Promoters may in their absolute discretion determine by way of transfer charges and administrative and other costs charges and expenses of and pertaining to the same. It is clearly understood and agreed that unless such amount is paid to the Promotes by the Purchaser/s the Promoters, shall not be bound or liable to consent to such transfer and that the Promoters are not obliged to consent to transfer even if the Purchaser/s is willing to pay such charges.



  
 31  
 ६. ३. २०११

बदर - ७	
२०९७	३३
२००६	

32. Notwithstanding what is stated or contemplated/provided anywhere else in this agreement, the Promoters shall be entitled to allow exclusive use of part of the terrace to the Purchaser of premises on top floor. The Purchaser hereby agree declare and confirm that he shall not at any time before or after formation of Association/Society object to the exclusive use of portion of the said terrace by the Purchaser of premises on the top floor. No separate writing or confirmation is required to be obtained from the Purchaser herein.
33. The transaction covered by this contract at present is not understood to be sale liable to tax under Sales Tax or works contract Law or any other statute notification or circular of Government (State and/or Central) however, by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is hold to be liable to any tax as a sale or otherwise in whatever form either as a whole or in part any inputs or materials or equipments used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser along with other Purchasers on demand at any time and the Promoters shall not be held liable or responsible.
34. It is expressly agreed that the Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as Guest House, Dispensaries, Nursing Homes, Maternity Homes, for Residential or for commercial use and/or any other user as may be permitted by the local concerned authority in that behalf and the Purchaser shall not be entitled to object to the use of the premises for the aforesaid purpose at any time in future by the respective Purchasers thereof.
35. All the deposits payable to BMC, M.S.E.B., Electricity Board, Mahanagar Telephone Nigam for water connection and electricity charges, drainage, telephone connection or of permanent deposits in respect of the said building wherein the premises is situated which become payable shall be paid or reimbursed to the Promoters by the Purchaser.
36. If at any time any developments and/or betterment charges or other levy by whatever name called and are deposit, premium, etc. are or is charged, levied or sought to be recovered by the MCGM and/or any other public authority in respect of the said property and/or building, the same shall be

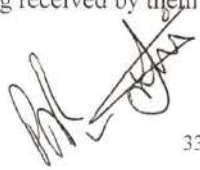


*[Handwritten Signature]*  
32  
5. 8. 2017

बदर - ७	
२४९०	३४
२००६	

- borne and paid by all the Flat Purchasers in proportion to the respective purchase price of their respective flats.
37. The Promoters shall be entitled to put up Mobile, T.V. Cable Antenna, Tower Satellite etc. as also a hoarding or hoardings on the said property or on the said building or any part thereof and the said hoardings may be illuminated by neon sign and for that purpose the Promoters will be fully authorised to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said building as the case may be and the Purchasers agree not to object or dispute the same.
38. The Promoters hereby represent that they have proposed and/or entitled to enter into separate agreement in respect of individual Builder/Wings on such terms and conditions as they may desire and the Purchasers shall not object or dispute to the same.
39. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part thereof. The Purchaser shall have no claim save except in respect of the premises hereby agreed to be allotted and sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces on the building, recreation spaces etc. will remain the property of the Promoters until the said property and building are transferred to the Society/Limited Company as hereinbefore mentioned and till all the FSI available presently or in future and TDR benefits are used utilized and consumed and entire project is completed and vesting documents are executed.
40. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser or shall the same in any manner prejudice the rights of the Promoters.
41. The Purchaser and/or the Promoters shall present this agreement as well as the Conveyance/declaration/documents at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof, on intimation being received by them from the Purchasers in writing.



  
 33  
 ५. १. २०११

बदर - ७	
२४९७	३५
२००६	

42. It is specifically and expressly agreed that in the event of the Promoters require to install or erect any structure or room for the purpose of installation of Transformer or any other instrument to obtain necessary supply of electricity for the building to be constructed on the said property from B.S.E.S./BEST/Reliance energy Electricity Board or any other concerned authorities either within the said property or the building to be construct thereon than in such event the Purchaser shall bear and pay the said outstanding charges deposits and expenses to be incurred and deposited with the said or to any other concerned authorities for the said purpose, proportionately as may be decided by the Promoters. Promoters shall not be liable to bear and pay the said expenses, charges, deposits as may be required to obtain electricity supply from the said Electricity Board and authorities.



43. The Promoters shall be at full liberty to sell, assign, mortgage or create right or otherwise deal with their right and interest in the aforesaid property and building or any of them subject to the rights of the Purchaser under this Agreement. The Promoters shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development of the said property or otherwise and to keep the said property as security for repayment thereof.

44. The Promoters shall in respect of any amount remaining unpaid by the Purchaser under this Agreement have first lien and charge on the said flat/shop/unit agreed to be purchased/acquired by the Purchaser.

45. The Purchaser hereby declares that neither the Purchaser nor his/her/their family member own a tenement or building within the same vicinity as provided under this Act. The Purchaser hereby specifically agrees and undertakes that he/she/they shall sign and execute all such necessary, writings, applications, declarations, affidavits and undertakings to the aforesaid effect as required and provided under the said Act, immediately on calling upon to do so by the Promoters or by the concerned authority or authorities under the said Act or any other concerned statutes. It is specifically agreed, understood and confirmed by the Purchaser that the Promoters is entering into this Agreement on the aforesaid express representation, declaration and undertaking made and given by the Purchaser to the Promoters. If it is found that the Purchaser has made or given false declaration as above, this Agreement shall stand terminated


  
34  
S. J. Kulkarni

बदर - ७	
२४१७	७६
२००६	

and the Promoters shall return back the amount so received from the Purchaser and shall be free to deal with and dispose off the said flat/shop/unit as the Promoters may think fit.

46. It is expressly and specifically agreed understood and confirmed by the Purchaser that till the Conveyance, lease or vesting documents in respect of the said property together with the said building standing thereon and even after execution of such Conveyance/Lease/ documents/declaration in favour of the said Organization to be formed registered/incorporated by the Purchaser of flats/premises in the said building, the Promoters shall have full right, power and absolute authority to deal with or dispose off the unsold flats /premises etc. which are in the name of the Promoters or their nominee to the person or persons of their choice and to their absolute discretion to which the Purchaser herein and other Purchaser shall have no right or authority to object or challenge the same. On the Promoters intimating to the Society or Limited Company, in the case may be the name or names, of the Purchaser or Purchasers of such unsold flats/premises etc. the Organization/Society shall admit and accept such person/persons as their member/s and shareholder/s and shall issue/transfer share certificate in favour of such person/persons without charging/ recovering any premium, fees, donation or any amount of whatsoever nature for such transfer.

47. It is expressly agreed and confirmed by the Purchaser that he/she/they shall be bound and liable to bear and pay and discharge his/her/their proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses penalties, premium duties and outgoings payable in respect of the flat/premises agreed to be purchased by the Purchaser under this Agreement, from the date of Promoters intimates to the Purchaser to take possession of the premises agreed to be purchased by the Purchaser. Such date of handing over the possession of the said premises will be intimated by the Promoters to the Purchaser at their address given in Para (50) herein by post under certificate of posting. The intention of the parties hereto being clear that irrespective of the fact whether the Purchaser takes possession of the premises agreed to be purchased by him/her/them under these presents on the date intimated by the Promoters

  
35  
ड. ड. ओ. पी.

बदर - ७	
२४३७	३७
२००६	

as aforesaid or not, or whether the Promoters demand for the same or not, the Purchaser shall without any reservation or objection bear pay and discharge his/her/their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings etc. of the said premises and the said building. The decision of the Promoters as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchaser.

48. The Purchaser shall observe, perform and abide by all the conditions and stipulation contained in the permissions, sanctions and approval given granted by the concerned authorities including of Municipal Corporation of Greater Bombay.
49. The Purchaser shall alone bear and pay stamp duty, Registration charges, penalties and other costs, charges and expenses in respect of this agreement. The Purchaser shall lodge this Agreement as well as conveyance/assignment for registration before the Sub-Registrar of Assurances at Mulund and within the time limit prescribed under the Registration Act. The Promoters shall attend such office and admit execution thereof after the Purchaser informs the Promoters the number under which this Agreement is and other documents are lodged for registration.
50. Purchasers shall also bear and pay the brokerage charges of 2% on the consideration amount mentioned into clause 4 hereinabove to Mr. Rajen M. Mehta of M/s. Maganlal M. Mehta.
51. All notices, intimations, letters, communications etc. to be served on or given to the Purchaser as contemplated by this Agreement shall be deemed to have been duly served by post under certificate of posting at his/her/their address as specified below.

**MISS. PURVI JAGDISH JOSHI**  
**MRS. KAILASH JAGDISH JOSHI**  
 16, Eknath Bhavan, L. B. S. Marg,  
 Ghatkopar - (West), Mumbai - 400 086

  
 36  
 ३. ४. ०४७



बंदर-७	
२४९७	३८
२००६	

52. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act 1963 and the Rules made under the said Act.

53. PAN NO. of Promoters : AABFI 0477 J  
 PAN NO. of Purchaser/s : AGFPJ 0826 Q

IN WITNESS WHEREOF, the Promoters and the Purchaser hereto set and subscribed their respective hands and seals the day of the month of the year hereinabove written.



**THE SCHEDULE ABOVE REFERRED TO**

All those pieces or parcels of land or ground together with the standing thereon situate lying and being towards the East of Bombay Agra Road (Lal Bahadur Shastri Road) in the village of Bhandup District Bombay Suburban in the Registration Sub-District of Bandra now Kurla in Greater Mumbai containing by admeasurement 16,449 sq. yds. or thereabouts equivalent to 13,753 sq. mtrs. or thereabouts (as per other title deeds admeasuring 13,708 sq. mtrs.) (as per P. R. Card admeasuring 13,273.2 sq. mtrs. or thereabouts) bearing Survey No. 201(part) CTS No. 285 bearing Municipal 'S' Ward No. 2642(1) and Street No. 228 and bounded as follows:

On or towards the East	:	by the property bearing CTS No. part 286 and partly CTS No.283
On or towards the West	:	by 100'0" wide LBS Marg
On or towards the North	:	by the property bearing CTS No. 286.
On or towards the South	:	by the property bearing CTS No. 283.

*[Handwritten Signature]*  
 37  
 डी. जे. जोशी

बदर - ७  
२२९० १३९  
२००६

SIGNED, SEALED AND DELIVERED )  
by the withinnamed "PROMOTERS" )  
M/S. INDU OIL & SOAP CO. )  
(BHANDUP) through the hand of its duly )  
Authorised Partner )  
SHRI. PRAKASH N. CHAWLA )  
in the presence of ... M. Jadhav )  
(Mr. Mohan D. Jadhav)

SIGNED, SEALED AND DELIVERED )  
by the withinnamed "FLAT PURCHASER" )  
MISS. PURVI JAGDISH JOSHI )  
MRS. KAILASH JAGDISH JOSHI )  
in the presence of ..... P. Joshi )  
(Mr. Pankaj Joshi)

RECEIVED of and from the )  
Withinmentioned Flat Purchaser the sum of )  
Rs.51,000/- (Rupees Fifty One Thousand )  
Only) as earnest money vide cheque bearing )  
No.962242 dated 12-02-2006 drawn on )  
DENA Bank, Ghatkopar - (West) Branch, )  
payable by him / her to us withinmentioned. )

P. Chaudhary



P. Joshi  
सहायक. को. व. को. व.

WE SAY RECEIVED  
For M/S. INDU OIL & SOAP COMPANY (BHANDUP)

P. Chaudhary  
(Partner)  
PROMOTERS

WITNESSES:

M. Jadhav  
(Mr. Mohan D. Jadhav)

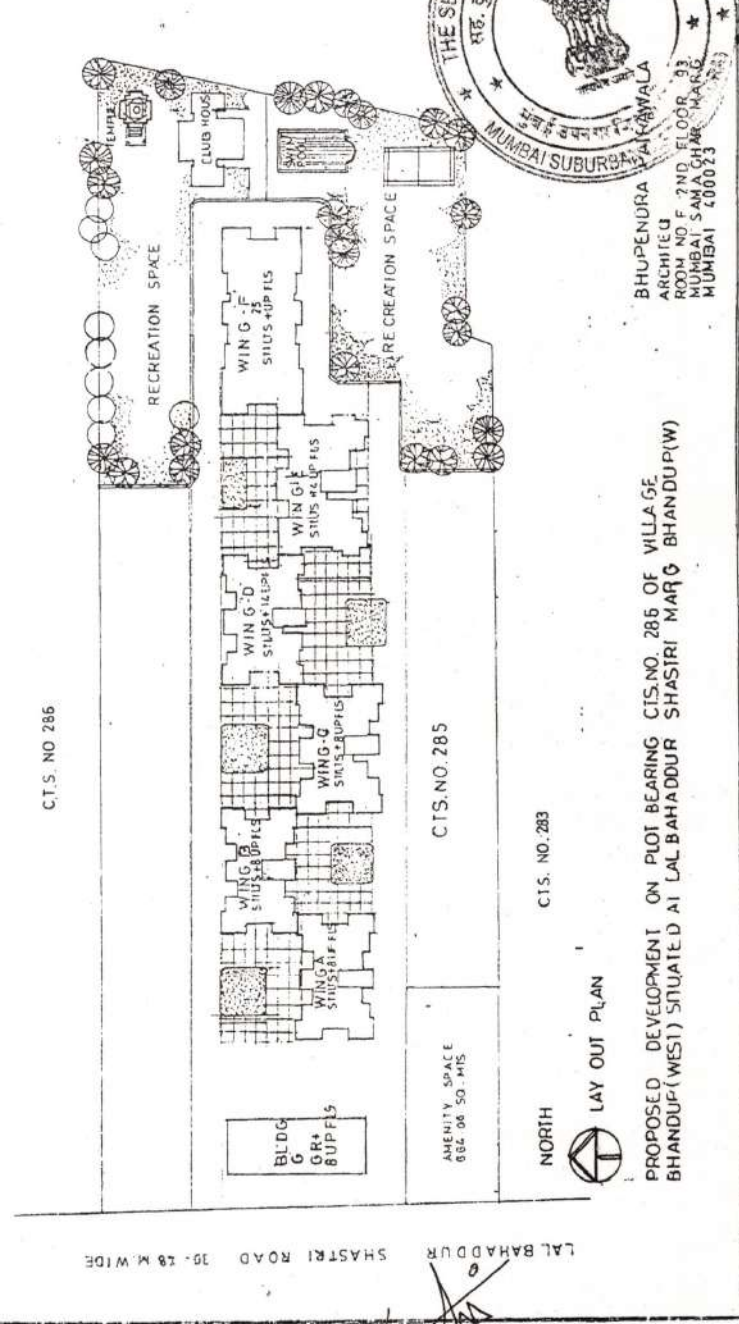
P. Joshi  
(Mr. Pankaj Joshi)

बदर - ७	
२४९७	१०
२००६	

ANNEXURE - A



BHUPENDRA  
KAWALA  
ARCHITECT  
ROOM NO. F. 2ND FLOOR  
MUMBAI SAHAJI MARG  
MUMBAI 400023



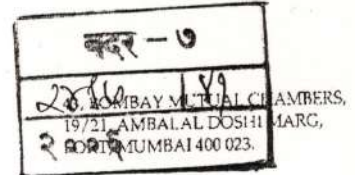
PROPOSED DEVELOPMENT ON PLOT BEARING CTS. NO. 285 OF VILLAGES  
BHANDUP (WEST) SITUATED AT LAL BAHADDUR SHASTRI MARG BHANDUP (W)

*Handwritten signature and text:*  
 ११-११२१ . २ . १०५१ .

## ANNEXURE - B

**LAW POINT**  
ADVOCATES & SOLICITORS

Joyita Sabharwal  
Trupti B. Mehta



Tel : 22650993  
Fax : 22650479  
Email : lawpoint@lawpointindia.com

Ref. No. \_\_\_\_\_

### TITLE CERTIFICATE

Re: All those pieces or parcels of land or ground situate, lying and being towards the East of Bombay, Agra Road (Lal Bahadur Shastri Marg) in the village of Bhandup, District Bombay Suburban in the Registration Sub-District of Bandra now Kurla in Greater Mumbai bearing Survey No. 201 (part), CTS No. 285 Municipal S' Ward No. 2642 (1) and Street No. 228 containing by admeasurement 13,758 sq. mtrs. or thereabouts and as per Property Register Card admeasuring 13273.2 sq. mtrs. together with structures standing thereon and bounded on or towards the East : partly by property bearing CTS No. 286 of Bhandup Village and partly by property bearing CTS No. 283 of Bhandup Village; on or towards the West : by 100'-0" wide LBS Marg; on or towards the North : by property bearing CTS No. 286 of Bhandup Village and on or towards the South : by property bearing CTS No. 283 of Bhandup Village.

... the said property

**M/S. INDU OIL & SOAP COMPANY (BHANDUP)**  
through its partners

1. Tarachand Bodaram Chawla  
(as karta of and representing Tarachand B. Chawla HUF)
2. Nandlal Hassanand Chawla  
(as karta of and representing Nandlal H. Chawla HUF)
3. Prakash Nandlal Chawla
4. Sunil Nandlal Chawla
5. Vinay Tarachand Chawla

.... the Owners

1. We have caused the search to be taken through our search clerk in respect of the said property in the Office of the Sub-Registrar of Assurances at Mumbai, Bandra and Chembur from the year 1958.

2. We have also caused the public notices inserted in the news papers inviting claims in respect of the said property in (i) Free Press Journal (English) dated 14<sup>th</sup> August, 2004 and (ii) Mumbai Samachar (Gujarati) on 16<sup>th</sup> August, 2004.
3. On perusal of the search report and other relevant documents and relying on the statements contained therein it is observed that:-
- (i) By an Indenture of Conveyance dated 19<sup>th</sup> December, 1966 and duly registered with the Office of the Sub-Registrar of ~~the~~ at Mumbai under Serial No.BOM/R/980 of 1967 and made and executed by and between (1) Arvind Somchand Parikh, (2) Ankant Somchand Parikh, (3) Champaklal Jivraj Mehta, (4) Nagindas Jayantilal Mehta, (5) Chimanlal Harkishandas Agarwal, (6) Rajpal Harkishandas Agarwal (7) Satpal Divanchand Agarwal and (8) Sureshpal Divanchand Agarwal therein collectively referred to as the Vendors ~~and~~ Kewalram Pessumal Kakwani and Kikorimal Gagandas Panjwani therein referred to as the Confirming Parties of the Second Part and (1) Seth Pessumal Pribhdas, (2) Hardasmai Pribhdas, (3) Kewalram Pessumal Kakwani, (4) Gopichand Jessaram, (5) Thaanwandas Lilaram, (6) Kirorimal Gagandas Panjwani and (7) Khubchand Totaram being the partners of a partnership firm, M/s. Indu Oil & Soap Company therein referred to as the Purchasers of the Third Part (hereinafter referred to as "the said firm"), the Vendors with the consent and confirmation of the Confirming Parties therein sold, transferred and conveyed unto the said firm all those pieces or parcels of then agricultural land or ground situate lying and being towards the East of Bombay-Agra Road (Lal Bahadur Shastri Marg) in the Village of Bhandup District Bombay Suburban in the Registration Sub-District of Bandra now Kurla in Greater Mumbai bearing Survey No. 201 (part), CTS No. 285 Municipal 'N' Ward No. 2642(1) and Street No. 228 containing by admeasurement 13,753 sq. mtrs. or thereabouts and as per Property Register Card admeasuring 13273.2 sq. mtrs. and more particularly described in the Second Schedule thereunder written for



Chawla as Karta of and representing Tarachand B. Chawla (HUF) and  
 (2) Nandlal Hasssanand Chawla as Karta of and representing Nandlal  
 H. Chawla (HUF) having come into effect from 16<sup>th</sup> October, 2004.

4. The Owners have informed us that although, the return of income filed by the said (1) Tarachand Bodaram Chawla as Karta of and representing Tarachand B. Chawla (HUF) and (2) Nandlal Hassanand Chawla as Karta of and representing Nandlal H. Chawla (HUF) with the Income Tax Department reflects the said property belonging to HUF in equal proportion, the same has always been recognised and treated as the property of the said firm M/s. Indu Oil & Soap Company (Bhandup) and hence, since 1<sup>st</sup> April, 1997, M/s. Indu Oil & Soap Company (Bhandup) is the owner and seized and possessed the said property absolutely and forever.

5. On investigation and upon information and representation made by the Owners, we have found that :

- (i) One Shivling Narayan Sakhare through his Constituted Attorney, Syed Mohd. Iqbal Syed Habibullah had filed Suit in the City Civil Court in Mumbai bearing No. 3032 of 1998 against M/s. Indu Oil & Soap Company and others for appointment of DILR to survey suit property which included the said property and for permanent injunction and Court Receiver and for other reliefs. The said City Civil Court Suit bearing No.3032 of 1998 has been withdrawn by the said Shivling Narayan Sakhare;
- (ii) Prior thereto the said Shivling Narayan Sakhare through his Constituted Attorney, Syed Mohd. Iqbal Syed Habibullah had preferred an Appeal on 5<sup>th</sup> May, 1992 bearing No. 254 of 1992 before the Superintendent of Land Records, Mumbai against City Survey Officer No. 1, M/s. Indu Oil & Soap Company and others for demarcation of the suit land (which included the said property) and for other reliefs;



बंदर - ७
५४५७ १४४
२००६

Continuation Sheet No. ....

the consideration and upon the terms and conditions more particularly setout therein;

- (ii) Subsequently, by a Deed of Exchange dated 5<sup>th</sup> October, 1972 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BND/1751 of 1972, the said firm conveyed property admeasuring about 338.62 sq. mtrs. out of the said property in favour of adjoining owner, Dharamsingh Harnamsingh Sohal and in exchange thereof received property admeasuring about 283.47 sq. mtrs. from the said Dharamsingh Harnamsingh Sohal from Survey No. 200(pt) and CTS No. 286 (pt) for the consideration and upon the terms and conditions more particularly setout therein.
- (iii) After coming into the force of the Urban Land (Ceiling and Regulation) Act, 1976 (ULC Act) on the application of the said firm, the State Government passed an Order dated 1<sup>st</sup> July, 1980 under Section 10 of the ULC Act exempting the said property from the provisions of Chapter III of the ULC Act and allowed the said firm to continue to hold the said property for the purpose of Industry;
- (iv) In compliance with the provisions of the above recited Exemption Order dated 1<sup>st</sup> July, 1980, the said firm partly constructed a structure on a portion of the said property in accordance with the building plans then sanctioned by the Municipal Corporation of Greater Mumbai;
- (v) The constitution of the said firm under went changes from time to time and at the relevant time (1) Omprakash Gurdasmal Chawla, (2) Manoharlal Gurdasmal Chawla, (3) Tarachand Bodaram Chawla as Karta of and representing Tarachand B. Chawla (HUF) and (4) Nandlal Hassanand Chawla as Karta of and representing Nandlal H. Chawla (HUF) were partners of the said firm;
- (vi) Subsequently, a Deed of Retirement dated 2<sup>nd</sup> December, 1996 was executed by and between the said (1) Omprakash Gurdasmal Chawla



बदर - ७

२४३० ४५

Continuing Sheet No.....

and (2) Manoharlal Gurdasmal Chawla therein referred to as the Continuing Partners and (1) Tarachand Bodaram Chawla as Karta of and representing Tarachand B. Chawla (HUF) and (2) Nandlal Hassanand Chawla as Karta of and representing Nandlal H. Chawla (HUF) therein referred to as the Retiring Partners wherein the Retiring Partners retired from the said firm and ceased to be partners of the said firm with effect from 31<sup>st</sup> March, 1997;

- (vii) Under the above recited Deed of Retirement dated 2<sup>nd</sup> December, 1996 each of the retiring partner namely (1) Tarachand Bodaram Chawla as Karta of and representing Tarachand B. Chawla (HUF) and (2) Nandlal Hassanand Chawla as Karta of and representing Nandlal H. Chawla (HUF) were allotted 50% undivided share, right, title and interest in the said property absolutely and forever;
- (viii) Pursuant to the aforesaid, the said (1) Tarachand Bodaram Chawla as Karta of and representing Tarachand B. Chawla (HUF) and (2) Nandlal Hassanand Chawla as Karta of and representing Nandlal H. Chawla (HUF) became co-owners each having equal undivided share, right, title and interest in the said property;
- (ix) Simultaneously with the retirement from the said firm, the said (1) Tarachand Bodaram Chawla as Karta of and representing Tarachand B. Chawla (HUF) and (2) Nandlal Hasssanand Chawla as Karta of and representing Nandlal H. Chawla (HUF) continued to carry on their business in partnership with the only asset being the said property allotted to them on their retirement by virtue of entering into a Deed of Partnership dated 28<sup>th</sup> April, 1997 having come into effect from 1<sup>st</sup> April, 1997 under the firm name and style of M/s. Indu Oil & Soap Company (Bhandup) i.e. the Owners. The said partnership is reconstituted by a Deed of Partnership dated 18<sup>th</sup> October, 2004 whereby three new partners namely, Prakash Nandlal Chawla, Sunil Nandlal Chawla and Vinay Tarachand Chawla entered into the said partnership as incoming partners alongwith Tarachand Bodaram





- (iii) The aforesaid Appeal bearing No. 254 of 1992 was disposed of by the said Superintendent of Land Records, Mumbai on 15<sup>th</sup> April, 1996 with further direction and liberty to the Appellant therein, being the said Syed Mohd. Iqbal Syed Habibullah to file fresh Appeal before the said Superintendent of Land Records at Mumbai;
- (iv) Accordingly, Appeal No. 159 of 1996 was filed by the Appellant through his Constituted Attorney, Yashwant Pandurang Gawalkar, against City Survey Officer No. 1, M/s. Indu Oil & Soap Company and others demarcation of the suit property, to correct City Survey Record plan and for other reliefs. The said Appeal has been rejected by the Superintendent of Land Records on 19<sup>th</sup> April, 1999;
- (v) Against the aforesaid Order dated 19<sup>th</sup> April, 1999, the Appellant has preferred an Appeal before the Court of Deputy Director of Land Record and Application of Condonation of Delay against M/s. Indu Oil & Soap Company and others to examine and set aside Order dated 19<sup>th</sup> April, 1999 and for other reliefs. The said Appeal has been rejected on 6<sup>th</sup> September, 2004;
6. In response to our above recited Public Notice for investigating title of the Owners, we have received claim/objection from Istiaq Ahmed Mohiuddin and others who have claimed that they are the Lessees in respect of the said property alleged to have been leased out by the above recited Shiling Narayan Sakhare to them by a registered lease document. By our reply, we have requested Istiaq Ahmed Mohiuddin and others to forward us documents supporting their claim. However, till date we have not received anything from them.
7. An Order dated 21<sup>st</sup> October, 1999 has been passed by the Additional Collector and Competent Authority (U.L.C.) Greater Mumbai declaring that there is no surplus vacant land in the said property.

<b>बदर - ७</b>	
Continuation Sheet No.	११०
२४०	१०

8. The said property is situated in the Industrial Zone. ~~However~~, the Municipal Corporation of Greater Mumbai by its Letter dated 17<sup>th</sup> May, 2004 bearing reference No CHE/1554/DPES has granted its NOC for residential user in Industrial Zone upon the terms and conditions more particularly set out therein.
9. In view of the above and subject to the claim of above referred persons the title of the Owners, M/s. Indu Oil & Soap Company (Bhandra) said property is clear and marketable.



(Trupti B. Mehta)  
Partner

Dated this 27<sup>th</sup> day of October, 2004.

# ANNEXURE - C

## मालमत्ता पत्रक

विभाग/पत्रके - भांडूप

नियंत्रण/न.भू.मा.का. - न.भू.अ.मुलुंड

जिल्हा - मुंबई

नगर पंचायत क्रमांक विाट नं. २८५ क्रांति नंबर २८५ शहर भांडूप/मुलुंड

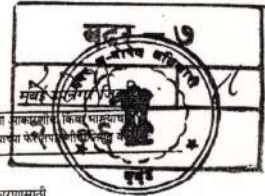
शासनाचा दिनांक २००४.११.११ दिनांक २००४.११.११ मर्यादित आणि त्याचा वेळीस पुरवठा करणे

२८५ २८५

[१२३०९.२]  
[१२३०९.२]  
१२३०९.२ क्षेत्र दुसऱ्यांमि  
कारण

क  
[शेती]

औद्योगिक कारणासाठी  
दर १०० चौ.मी. ११४/-क.



मुंबईपत्रकार

वकूतना मुळ धारक वर्ष १९६७ शेतीक्र. ]

पुढार

नगर धार

नगर धार

दस्तावेज	न. नंबर	खंड क्रमांक	नियम धाराक (शा) व्हेक्टर (श) किंवा धार
१३/१२/१९८४	वि.नं. भू.अ.लगा न. भू. अ. क्र. १ मुबई १० आदेश दि. १. १२-८४.	ख.मु.	क्षेत्रात नगरपालिका असलेल्या धोक्याची नोंदवहीवरून खात्री करून क्षेत्र १२३०९.२ चौ.मी. असे स्पष्ट दाखल केले.
१२/०८/१९९१	मा.भार उपजिल्हाधिकारी उपनगर अंधेरी यांचे फडोला विनंती अंतः No/AID/LND/D - १८१८ दि. २०-४-९१ अन्वये औद्योगिक कार्या विनंतीची नोंद घेतली.		
१२/०८/१९९१	ख.मु. मा.भू. नमू. निवृत्त यांचे फडोला इंडिया II नं. ९८० ०३ दि. ३०.३.७१ मा.भा. सासदार यांचे फडोला ७/१: व मा. नि. भू. अ.लगा न.भू.क्र.१ मुबई उपनगर यांचे फडोला आदेश क्र.नि.१५/भा.भू.न.भू.क्र. २८५ ११ दि. ११.११.९१ अन्वये नोंद दाखल.		(H) इंदु ऑईल व सोय कंपनीचे भागीदार.
१८/०८/२००४	मा.भा. नगरपालिका मुबई उपनगर जिल्हा यांचे फडोला क्षेत्र २८५ नं. १ आदेश क्र. १/८/२००४ आर २००४ दि. ५/८/२००४ चे आदेश तसेच फडोला न आदेश क्र. न.भू.अ.मु. / भांडूप न.भू.क्र. २८५ क्षेत्र दुसऱ्यांमि / २००४ दि. १८/८/२००४ अन्वये न.भू.क्र. २८५ या विनंतीची क्षेत्र २८५ नं. १ १३.१.०२ चौ.मी. क्षेत्र कायम करणेत आण आर.		को. ११११-११-११ न.भू.अ. मुबई



नगरपालिका करणार - JKA

खरी नगरपालिका -

नगरपालिका करणार - JKA  
नगरपालिका करणार - JKA  
नगरपालिका करणार - JKA  
नगरपालिका करणार - JKA  
नगरपालिका करणार - JKA

प्रमाणपत्र  
न.भू.अ.मुलुंड  
जिल्हा पत्रिकेच्या प्रमाणित मुबई उपनगर जिल्हा  
नगरपालिका क्षेत्र १३२५३-२  
नगरपालिका क्षेत्र १३२५३-२  
नगरपालिका क्षेत्र १३२५३-२  
नगरपालिका क्षेत्र १३२५३-२  
नगरपालिका क्षेत्र १३२५३-२

(पान नं. - 1)

# ANNEXURE - D

BMPP-2184-2002-15,000 Forms

FC-48

346  
Form -----  
88

in replying please quote No.  
and date of this letter.

Intimation of Disapproval under Section 346 of the Mumbai  
Municipal Corporation Act, as amended up to date

बदर - ७	
२४८६	१४
२००६	

No. E.B./CE/ 944 BS/A of 200

JUL 2004

MEMORANDUM

Owner: M/s. Ingu Oil & Soap Co.



With reference to your Notice, letter No. 4554 dated 20.07.2004 and the plans, Sections Specifications and Description and details of your buildings at Proposed residential building on plot of Village Bhandup, L.B.S.Marg, 700. I have to inform you that I cannot approve of the building work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

## A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK BEFORE PLINTH C.C.

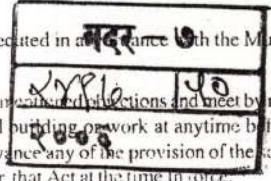
1. That the commencement certificate under Sec.45/69(1)(a) of the M.R. & T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
3. That the low lying plot will not be filled up to reduced level of atleast 92 I.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specification for layout/D.P./or access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. before submitting building completion certificate.
5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him.
6. That the structural design and calculations for the proposed work considering seismic forces as per I.S.Code Nos.1893 and 4326 and for existing building showing adequacy thereof to take up additional load will not be submitted by him.
7. That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.L.R. before applying for C.C.

( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 02 JUL 2005, but not so as to contravene any of the provision of the said Act as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.



Executive Engineer, Building Proposals, Zone, Words.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD ON YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, 1925, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following level: "Every person who shall erect as new domestic building shall cause the level of every part of the plinth shall be--

(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer that existing or thereafter to be laid in such street"

(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building;

(c) Not less than 82 feet (25 meters) above Town Hall Datum"

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353 A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes accompanying this Intimation of Disapproval.



BRIHANMUMBAI MAHANAGARPALIKA

No.CE/944/BPES/AS

बदर - ७  
2886 149  
2004  
2004

8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.
9. That the agreement with existing tenants along with the plans will not be submitted before C.C.
10. That the consent letter from existing tenants for proposed additions/alterations in their tenement will not be submitted before C.C.
11. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
12. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
13. That the requirements of N.O.C. of DOI/M.S.E.B. will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
14. That the conditions mentioned in release letter of Executive Engineer under no. ChE/1554/DPES dt. 17.5.04 will not be complied with.
15. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C. & his name and licence No. duly validated will not be submitted.
16. That the true copy of sanctioned layout sub-division /amalgamation approved under No CE/ /BPES/LOS dtd alongwith the terms and conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
17. That the extra water and sewerage charges will not be paid to Asst. Engineer, Water Works before C.C.
18. That adequate care in planning, designing and carrying out construction will not be taken on the proposed building to provide for the consequence of settlement of floors and plinth etc.
19. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.G. shall not be submitted.
20. That the notice under Sec.347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work
21. That this office will not be intimated in prescribed proforma for checking the opens spaces and building dimensions as soon as the work upto plinth is completed
22. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
23. That the requirement of bye law 4C will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried on as per the requirement of Executive Engineer (Sewerage Project), Planning & completion certificate from him will not be submitted.
24. That the copy of Intimation of Disapproval conditions & other layout or sub division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.
25. That the N.A. permission from the Collector of Bombay shall not be submitted.
26. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen' s Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction.
27. That the development charges as per M.R.T.P.(amendment) Act 1992 will not be paid.
28. That the carriage entrance shall not be provided before starting the work.
29. That the construction workers on before starting the work.



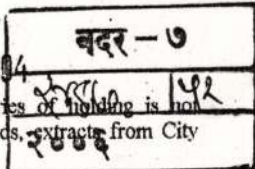
3/7/04  
E.E.B.P.E. 97

BRIHANMUMBAI MAHANAGARPALIKA

No.CE/944/BPES/AS

5 JUL 2004

बदर - ७



- 30. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of abstracts form the District Inspector of Land Records, extracts from City Survey Record and conveyance deed etc.
- 31. That separate P.R.Cards for each sub-divided plots, road etc.will not be submitted.
- 32. That the debris will not be removed before submitting the building completion certificate and requisite deposit will not be paid before starting the work towards faithful compliance thereof.
- 33. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with
- 34. That the registered undertaking agreeing to form Co-op. Housing society will not be submitted before starting the work.
- 35. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
- 36. That the proposal for amended layout / sub-station shall not be submitted and get approved before starting the work and terms and conditions thereof will not complied with
- 37. That the proposal will contravene the section 251 (A)(A) of the Mumbai Municipal Corporation Act.
- 38. That the remarks from Asst.Engineer, Water Works regarding location, size of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
- 39. That the capacity of overhead tank will not be provided as per ' P ' form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting grant commencement certificate.
- 40. That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme.
- 41. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
- 42. That the N.O.C. from Insecticide Officer shall not be obtained.
- 43. That the board mentioning the name of Architect/Owner shall not be displayed on the site
- 44. That specific remarks for nalla passing through the plot under reference from Central Cell of SWD department shall not be submitted & the conditions thereof shall not be complied with before requesting C.C.
- 45. That the layout of the land under reference shall not be submitted & got approved and the terms & conditions thereon shall not be complied with.



B) CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

- 1. That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
- 2. That the requirement of N.O.C. from C.A.U.L.C.& R. Act will not be complied with before starting the work above plinth level.
- 3. That the 5% A.O.S. will not be handed over before requesting for C.C. beyond 50% of permissible BUA & same shall not be transferred in the name of MCGM before OC.C.

C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

- 1. That some of the drains will not be laid internally with C.I.pipes.
- 2. That the conditions mentioned in the clearance under No.C/ULC/D-III/6(1)/SRII/863 dt. 21.10.99 obtained from the competent authority under U.L.C.& R. Act 1976 will not be complied with and fresh ULC order showing revised area under road setback will not be submitted.
- 3. That the dust bin will not be provided as per C.E.'s circular No.CE/9296/11 of 26.6.1978.
- 4. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
- 5. That the existing well will not be covered with R.C.C. slab

Handwritten signature and date '03/07/04' with the stamp 'E.E.B.P.(E.S.)' below it.

## BRIFANMUMBAI MAHANAGARPALIKA

No.CE/944/BPES/AS

E 3 JUL 2004

2880

43

बदर - ७

7. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
8. That the name plate/board showing plot No.name of the building etc.will not be displayed at a prominent place before O.C.C./B.C.C.
9. That the parking spaces shall not be provided as per D.C.Regulation No.36.
10. That B.C.C. will not be obtained and I.O.D.and debris deposit etc.willnot be claimed for refund within a period of 6 years from the date of its payment.
11. That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.
12. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, terminals, joints in drainage pipes etc.and that the workmanship is found very satisfactory shall not be submitted.
13. That three sets of plans mounted on canvas will not be submitted.
14. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
15. That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed
16. That post mail boxes at ground floor for residence/occupation at upper floors shall not be provided
17. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of appropriate but safe and stable ladder etc.
18. That the garages will not be constructed and kept open type as approved and they will be enclosed without obtaining prior permission to that effect.
19. That the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with.
20. That the infrastructural works such as: construction of handholes-manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms space for telecom installations etc. required for providing telecom services shall not be provided.
21. That the final N.O.C. from Superintendent of Garden shall not be submitted.
22. That the provision for rain water harvesting as per design prepared by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
23. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner.

## D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from I.L.E.'s department regarding adequacy of water supply.
2. That the ownership of the recreation space/swimming pool /Club House shall not vest by provision in a deed of conveyance in all the property owners on account of whose holding the R.G./Swimming Pool Club House is assigned.

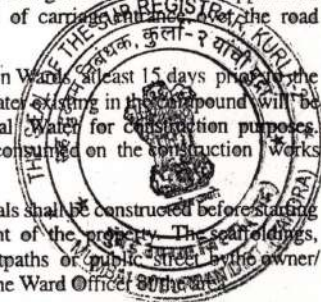
Executive Engineer  
(Building Proposals)(Eastern Suburbs)



NOTES F-3 JUL 2004


बदर-७	
२०१७	५४
२००६	

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage drain and the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Ward, at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffolding, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. \_\_\_\_\_ of \_\_\_\_\_ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work.



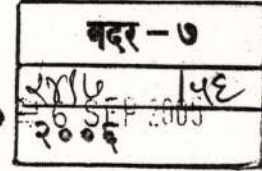
वदर ७
४४९६

- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - Specifically signed agreement between you and the existing tenants that they are willing to accept alternative accommodation in the proposed structure at standard rent.
  - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms depriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahans and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbet pretressed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).  
 (b) Lintels or Arches should be provided over Door and Window opening.  
 (c) The drains should be laid as require under Section 234-1 (a).  
 (d) The inspection chamber should be plastered inside and outside
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

  
 Executive Engineer, Building Proposals  
 Zones ..... Wards.



ANNEXURE - E



Gen-15-1000 - ② VALID UPTO

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

No. CE/ 944 /BPES/AS 7 SEP 2004

COMMENCEMENT CERTIFICATE

To M/s Indu oil & soap Co.



Sir,

With reference to your application No. 9338 dated 25.9.04

for Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional & Town Planning Act, 1966, to carry out development and building permission under section 346 of the Mumbai Municipal Corporation Act, 1888 to erect a building in Building No. --- on plot No. --- C.T.S.No. 285 Divn/Village/Town Planning Scheme No. Bhandup situated at Road/Street L.B.S. Marg Ward 5

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

1. The land vacated in consequence of the endorsement of the set back line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
3. The commencement certificate/development permission shall remain 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 not be 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 Mumbai 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 Mumbai is contravened or not complied with

Gen-1157/410

कदर-७	
२४५०	५७
२००६	

(c) The Municipal Commissioner for Greater Mumbai 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 even shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

7. The conditions 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. D. R. Kamble  
Asst. Executive Engineer to exercise his powers as Asst. Executive Engineer  
of the Planning Authority under section 45 of the said Act.

The C.C. is valid upto 6 SEP 2005  
C.C. up to plinth

For and on behalf of Local Authority  
The Municipal Corporation of Greater Mumbai.



07/09/04

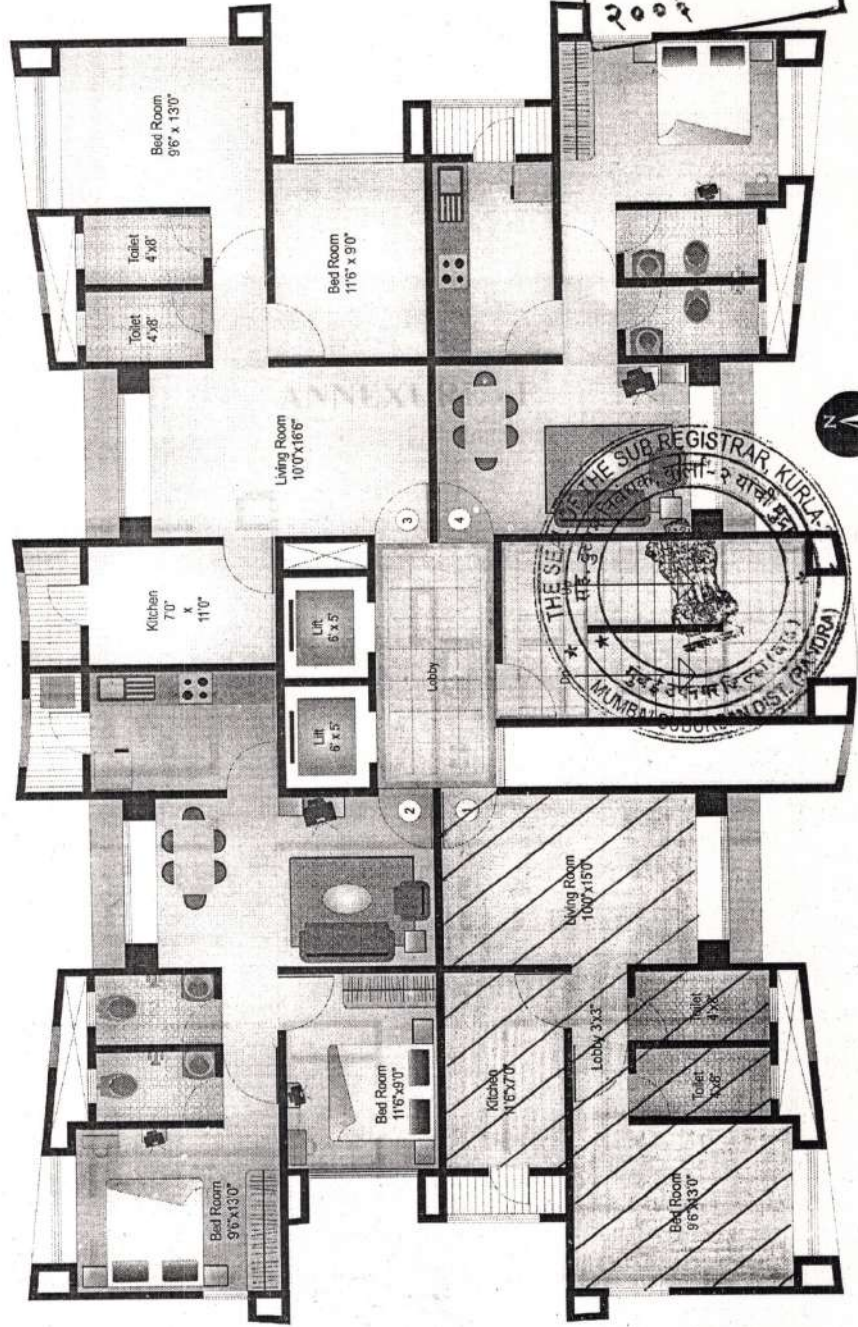
Assistant Executive Engineer, Building Proposals  
Executive Engineer, Building Proposals  
(Eastern Suburbs)  
FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

\*\*\*\*\*

ANNEXURE - F

बदर - ७  
२४९६ १९  
२००६



Typical D-wing Plan 1st to 14th Floor

SAI RADHA COMPLEX

FLAT NO. : 1201 WING : D

*Pr. Chaudhary*  
३.६.१२७ . २. १०५७

## ANNEXURE - G

### LIST OF SPECIFICATION AND AMENITIES

बदर - ७
2006

#### GENERAL :

- 1) R.C.C framed structure with ground / stilts and eight or more upper floors, with good elevation.
- 2) Easily accessible properly finished and well lighted and ventilated staircase.
- 3) External walls of 6" thick or C/B walls or 4.5" thick B/B or C/B masonry.
- 4) Internally smooth POP finished plaster and oil bound distemper.
- 5) Externally sand faced cement plaster, painted in modern colour scheme.
- 6) R.C.C loft above toilet block and kitchen, wherever practicable.
- 7) Modern lift (Otis or other equivalent reputed Co.)
- 8) A number plate for each flat.
- 9) Overhead and suction water tanks with pump for adequate water supply.
- 10) Decorative Entrance Lobby.
- 11) Intercom with CC TV arrangement.
- 12) Decorative gates and compound wall.
- 13) Two Lifts in each building.
- 14) Backup Generator to cover power supply for passage through lift.



#### FLOORING :

- 1) Vitrified Tiles flooring in all the rooms.
- 2) Ceramic tiles flooring and dado up to window top in bathroom.
- 3) Glazed tiles flooring and dado up to window top in Bathroom / Toilet.
- 4) Raised cooking platform with built-in sink finished with granite top with ceramic/glazed tiles dado up to 2' 6" above platform top.
- 5) Windows sill in all the rooms.

#### DOORS AND WINDOWS:

- 1) Main doorframe of teak wood and flush door shutters, provided with night latch.
- 2) Internal door frames of teak with flush door shutters, provided with accessories.
- 3) Bathroom / Toilet doors of P.V.C/Aluminum/Wood flush door panels, provided with accessories with Granite doorframe work.
- 4) Windows of anodized aluminum section fitted with glass.
- 5) Fixed anodized aluminum window with louvered glass in bathroom / Toilet.

#### PLUMBING AND ELECTRIFICATION :

- 1) Concealed plumbing in bathroom / toilet and kitchen.
- 2) Bathroom / Toilet fitted with hot and cold water system (Jaguar Co.) with overhead shower.
- 3) Washbasin of reputed brand.
- 4) Instant heater in bathroom / toilet.
- 5) Concealed electrification with copper wiring and switches.

#### SPECIAL COMMON AMINITIES AND INFRASTRUCTURES :

- 1) Club House and Gymnasium with modern equipments and Play tools with sports facilities as, Carrom, Snooker, Table tennis, open Badminton Court etc.
- 2) Swimming pool and Health Club with steam and Jacuzzi.
- 3) Joggers track.
- 4) Garden - toddlers park with Play tools and Sand pits.
- 5) Tube well in garden.
- 6) Security cabin at main entry gate of the Complex.

*[Signature]*  
27. 10. 07.

500Rs.



General Stamp Office, Mumbai  
Date..... - 6 JAN 2005  
L.S.V. No.....

116

श्री. विजय गोविंदजी ठक्कर

12 JAN 2005

\* परवाना धारक मुद्रांक विक्रेता \*

दु. नं. ४, यु मोची विन्दींग अंवाणी धाम मंदिराजबळ,  
एम. जी. रोड मुलुन्द (प.)

क्रमांक 3253

सयश्री/श्री/श्रीमती.....  
यांना रु..... चा न्यायकेतर मुद्रांक पेपर विक्रीला  
नहीं

२१६७८९१९

परवाना धारक मुद्रांक विक्रेता

बंदर-७ Soap Co  
2890 (Bhandup)  
३००६

बंदर-७  
७८१९  
३००६

SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME WE (I) SHRI  
TARACHAND BODARAM CHAWLA (as karta of and representing Tarachand B  
Chawla HUF), Aged about 65 years (2) SHRI NANDLAL HASSANAND CHAWLA  
(as karta of and representing Nandlal H. Chawla HUF), Aged about 65 years &  
(3) SHRI PRAKASH NANDLAL CHAWLA, Aged about 42 years, Partners of M/S.  
INDU OIL & SOAP COMPANY (BHANDUP), a partnership firm registered under  
the provision of the Indian Partnership Act, 1932, having its principal place of  
business at L. B. S. Marg, Bhandup (West), Mumbai - 400 078, carrying on  
business of developing the property more particularly described in the schedule  
hereunder written SEND GREETINGS:



Handwritten signature/initials

Handwritten signatures: P.K. and D.K.

२००६	१९
२००६	

बदर-७	
०८	२
२००६	

AND WHEREAS due to exigencies of work we are not in a position to be personally present and register the documents and therefore we are desirous of appointing (1) SHRI HITESH G. THAKKAR, Aged about 35 years, (2) SHRI MITESH L. RAIKUNDALIA alias THAKKAR, Aged about 25 years, (3) SHRI MEHUL L. RAIKUNDALIA alias THAKKAR, Aged about 25 years, & (4) SHRI ASHISH S. THAKKAR, Aged about 21 years, all adults, Indian Inhabitants, having address at Shop No. 2, Ambaji Dham Building, M. G. Road, Mulund (West), Mumbai - 400 080, as our true and lawful attorney for our behalf, in our name and on behalf of our firm to enable us to register the documents relating to the premises in the building known as Sai Radha Complex to be constructed on the property more particularly described in the schedule hereunder written on our behalf as hereinafter appearing:



NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT, WE M/S. INDU OIL & SOAP COMPANY (BHANDUP), the above mentioned firm do hereby nominate, constitute and appoint (1) SHRI HITESH G. THAKKAR, (2) SHRI MITESH L. RAIKUNDALIA alias THAKKAR, (3) SHRI MEHUL RAIKUNDALIA alias THAKKAR & (4) SHRI ASHISH S. THAKKAR (hereinafter referred to as the Said Attorneys) as our true and lawful attorneys for us in our name and on our behalf at our risk, cost and expenses to do, execute and perform, jointly or severally, the following acts, deeds, matters and things, that is to say:



1. To present for registration and to admit execution of all the documents on behalf of our firm and all other deeds and documents executed by us for and on our behalf before Sub-Registrar of Assurance, Mulund / Mumbai, or any other registering authority appointed under the Act for the time being in force in India for registration of the documents and deeds and other instruments and to do all

*[Handwritten signatures and initials]*



बदर-७
७८   ३
२४०५

other acts, deeds, matters and things as may be necessary for effectuating and completing the registration thereof in accordance with law.

बदर-७
२४१०   १६
२००६

2. AND GENERALLY to do perform and execute all to or concerning or touching to our firm for the purposes aforesaid as fully and effectually as if we were personally present and have done, admitted and performed the same ourselves.

3. AND WE DO HEREBY AGREE TO RATIFY AND CONFIRM for ourselves, our heirs, executors, administrators, assigns and successors in title all that the said Attorneys shall lawfully do or cause to be done in relation to the aforesaid documents.



THE SCHEDULE OF THE PROPERTY DEVELOPED BY  
M/S. INDU OIL & SOAP COMPANY (BHANDUP)  
PROJECT SAI RADHA COMPLEX : BHANDUP



All that pieces or parcels of land or ground together with structure standing thereon situate, lying and being towards the East of Lal Bahadur Shastri Marg, Bhandup, Mumbai – 400 078 in the revenue village of Bhandup, Taluka Kurla, in the district and registration sub-district of Mumbai Suburban admeasuring about 13,753 Sq. Mtrs. or thereabouts and as per property card admeasuring about 13273.2 Sq. Mtrs. or thereabouts forming part of the land bearing Survey No. 201 (Part) and C.T.S. No. 285 bearing Municipal 'N' Ward and Street No. 228 and bounded as follows : On or towards the East by the property bearing CTS No. 286 (Part) and partly by CTS No. 283, On or towards the West by 100'0" wide L.B.S. Marg, On or towards the North by property bearing CTS No. 286, On or towards the South by the property bearing CTS No. 283.

IN WITNESS WHEREOF we have set and subscribed our hands to this writing this 12<sup>th</sup> day of January 2005.

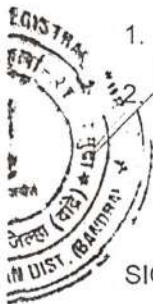
*[Handwritten signatures]*

बदर-७
७८   ४
२००५

बदर-७
२४९७   ६३
२००६

SIGNED, SEALED AND DELIVERED }  
 by the within named EXECUTANTS }  
 M/S. INDU OIL & SOAP COMPANY }  
 (BHANDUP) through its Partners }  
 (1) SHRI TARACHAND B. CHAWLA, }  
     Karta of Tarachand B. Chawla HUF, }  
 (2) SHRI NANDLAL H. CHAWLA, }  
     Karta of Nandlal H. Chawla HUF, & }  
 (3) SHRI PRAKASH N. CHAWLA }  
 in the Presence of \_\_\_\_\_ }

*Tarachand B. Chawla*  
*Nandlal H. Chawla*  
*P.N. Chawla*

SIGNED, SEALED AND DELIVERED }  
 by the within named ATTORNEYS }  
 (1) SHRI HITESH G. THAKKAR, }  
 (2) SHRI MITESH L. RAIKUNDALIA }  
     alias THAKKAR, }  
 (3) SHRI MEHUL L. RAIKUNDALIA }  
     alias THAKKAR, & }  
 (4) SHRI ASHISH S. THAKKAR, }  
 in the presence of \_\_\_\_\_ }

*H.G. Thakkar*  
*M. Raikundalia*  
*Mehul L. Raikundalia*  
*Ashish S. Thakkar*




1. \_\_\_\_\_ }  
 2. \_\_\_\_\_ }



(SHRI TARACHAND N. CHAWLA)

*[Handwritten signature]*



(SHRI NANDLAL H. CHAWLA)

*[Handwritten signature]*



बदर-७
०८   ५
२००५



(SHRI PRAKASH N. CHAWLA)

*[Handwritten signature]*

बदर-७
२४९७   ६४



(SHRI HITESH G. THAKKAR)

*[Handwritten signature]*



(SHRI MITESH L. RAIKUNDALIA)  
alias THAKKAR

*[Handwritten signature]*



(SHRI MEHUL L. RAIKUNDALIA)  
alias THAKKAR)

*[Handwritten signature]*



(SHRI. ASHISH S. THAKKAR)

*[Handwritten signature]*





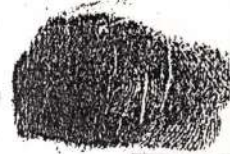
①

*[Handwritten signature]*



②

*[Handwritten signature]*



③

*[Handwritten signature]*



बदर-७	
२४७०	६५
२००५	

BOR/108/05



- ① Shri. Tarachand B. Chawla (Aged) Age - 65 occ. Business
- ② Shri. Nandlal H. Chawla (HUF) Age - 65 occ. Business
- ③ Shri. Prakash N. Chawla Age - 42 occ. Business

General Power of Attorney has been executed *RTI Seal comply L.B. mery*  
 By (1) Mr./Mrs. *Bandul (u) m 78*  
 Aged \_\_\_\_\_ Years  
 Occupation \_\_\_\_\_ Residing at \_\_\_\_\_

To my Presence 1

Their Identity is Proved by

- (1) Shri - Rajen N. Mehta Age 42 occ. Business *RTI 15 Hem*
  - (2) Shri - Amole Karsane Age 22 *V.P. Road mumbai m 80*
- To my Satisfaction  
 Authentication Fee of Rs. Twenty Five 25/- Recd.

*[Signature]*  
 J. Sub-Registrar  
 Kurla-2.

Note-  
 There is no Correction, Erasure, Addition,  
 Interlineation in this General Power of Attorney  
 Special.

Date- 12/01/05

*[Signature]*  
 J. Sub-Registrar  
 Kurla-2.



बदर-७	
०८	६
२००५	

**आयकर विभाग**  
**INCOME TAX DEPARTMENT**

**भारत सरकार**  
**GOVT OF INDIA**

PURVI JAGDISH JOSHI  
 JAGDISH KANTILAL JOSHI  
 12/11/1982  
 Permanent Account Number  
**AGFPJ0826Q**

Signature 



बंदर - ७	
२४१७	०९
२००६	



*In case this card is lost / found, kindly inform / return to*  
**Income Tax PAN Services Unit, UTTISI**  
**Plot No. 3, Sector 11, CBD Belapur,**  
**Navi Mumbai - 400 614.**

यह कार्ड खो जाने पर कृपया सूचित करें/लौटायें :  
 आयकर पैन सेवा यूनिट, UTTISI  
 प्लॉट नं: ३, सेक्टर ११, सी.बी.डी. बेलपुर  
 नवी मुंबई-४०० ६१४



29/04/2006

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

5:59:35 pm

कुर्ला 2 (विक्रोळी)







वदर7

दस्त क्र 2497/2006

e6

दस्त क्रमांक : 2497/2006

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मेससे इंदु ऑईल अँड सोप कंपनी (भांडूप) तर्फे भागीदार श्री.प्रकाश नंदलाल चावला यांच्यावतीने कु मु म्हणून श्री. आशिष सुरेश ठक्कर -AABFI 0477 J -- पत्ता: घर/फ्लॅट नं: सर्व्हे नं 201 पैकी , सी ि	लिहून देणार वय 22 सही	 44670 - 137217	
2	नाव: पूर्वी जगदिश जोशी -- पत्ता: घर/फ्लॅट नं: 16, एकनाथ भवन, एल बी एस मार्ग, घाटकोपर (प) मुं 86 गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर	लिहून घेणार वय 24 सही	 44670 - 137218	
3	नाव: कैलाश जगदिश जोशी -- पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय 50 सही	 44670 - 137220	





दस्त गोषवारा भाग - 2

वदर7

दस्त क्रमांक (2497/2006)

EC/EC

दस्त क्र. [वदर7-2497-2006] चा गोषवारा  
वाजार मुल्य :1456145 मोबदला 1818750 भरलेले मुद्रांक शुल्क : 74700

पावती क्र.:2494 दिनांक:29/04/2006  
पावतीचे वर्णन  
नांव: पूर्वी जगदिश जोशी - -

दस्त हजर केल्याचा दिनांक :29/04/2006 05:53 PM  
निष्पादनाचा दिनांक : 29/04/2006  
दस्त हजर करणा-याची सही :

18200 :नोंदणी फी  
1380 :नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 29/04/2006 05:53 PM  
शिकका क्र. 2 ची वेळ : (फी) 29/04/2006 05:57 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 29/04/2006 05:59 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 29/04/2006 05:59 PM

19580: एकूण

दस्त नोंद केल्याचा दिनांक : 29/04/2006 05:59 PM

निबंधकाची सही, कुर्ला 2 (विक्रोळी)  
ड. व. बोडवे

ओळख :

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

1) अमोल कासारे - घर/फ्लॅट नं: शॉप नं 2, अंबाजी घाम बिल्डींग, एम जी रोड, मुलुंड प  
मुं 80.

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) मुकेश ठक्कर - - ,घर/फ्लॅट नं: शॉप नं 2, अंबाजी घाम बिल्डींग, एम जी रोड, मुलुंड प  
मुं 80.

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

निबंधकाची सही  
कुर्ला 2 (विक्रोळी)

ड. व. बोडवे



प्रमाणित करण्यात येते कि या दस्तामध्ये  
एकूण अड्डसह (EC) पाने आहेत.  
वदर 7/2006  
पुस्तक क्रमांक 2 क्रमांकावर  
नोंदला 28/04/2006  
दिनांक

निबंधक, कुर्ला-2,  
मुंबई उपनगर जिल्हा-  
ड. व. बोडवे



DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2006.

**ARTICLES OF AGREEMENT**

Between

**M/S. INDU OIL & SOAP COMPANY (BHANDUP)**

... Promoters

And

Purchaser/s

**MISS. PURVI JAGDISH JOSHI**

**MRS. KAILASH JAGDISH JOSHI**

**Flat / premises / Unit / car parking No. 1201**

**On the 12th Floor of Wing " D "**

in

**Sai - Radha**

S.No.201 (Part) CTS No.285,

L.B.S. Marg, Bhandup (West), Mumbai - 400 078.

Solicitor

M/S. LAW POINT,

Advocates & Solicitors

43, Bombay Mutual Chambers, 4<sup>th</sup> Floor,

19/21, Ambalal Doshi Marg,

Fort, Mumbai - 400 023.

Project Advisors

SAMIR SANGHVI & CO.

46-B, Bombay Mutual Chambers, 4<sup>th</sup> Floor,

19/21, Haman Street, Fort, Mumbai - 400 023.

\_\_\_\_\_

DATED THIS

DAY OF

\_\_\_\_\_

## AGREEMENT FOR SALE

Between

Developers :

**M/s. INDU OIL & SOAP CO. (BHANDUP)**

And

Purchaser/s :

Smt. / Shri \_\_\_\_\_

Flat / Shop / Parking Space No. \_\_\_\_\_

on the \_\_\_\_\_ Floor of Wing \_\_\_\_\_

In



At

Plot No. 201 (Part) CTS No. 285,  
L. B. S. Marg, Bhandup (West), Mumbai - 400 078.

Solicitors :

**SAMIR SANGHVI & CO.**

46-B, Bombay Mutual Chambers, 4th Floor,  
19/21, Hamam Street, Fort, Mumbai - 400 023.