

WHEREAS:

- By an agreement dated 24/08/1991 entered into between MAHAL PICTURES PVT. LTD. as Owners and the MALAD SATGURU SADAN CO-OPERATIVE HOUSING SOCIETY LTD., as Purchaser and M/S. ABODE BUILDERS as DEVELOPERS. The MAHAL PICTURES PVT. LTD. agreed to sell the piece and parcel of land more particularly described in the (First) Schedule hereun der written. By a Consent Decree dated 18th July, 1995 executed between the MALAD SATGURU SADAN CO-OPERATIVE HOUSING SOCIETY LTD., and M/S. ABODE BUILDERS as Plaintiffs and MAHAL PICTURES PVT. LTD. as Defendants, the said MAHAL PICTURES PVT. LTD. conveyed the land bearing Survey No. 8, Hissa No. 1 (Part) and corresponding C.T.S. No. 17 (Part) admeasuring 12,450.00 sq. mtrs. lying and situated at Village Vyaravali, Taluka Andheri, Mumbai. 400 093, to the said Co-operative Housing Society in High Court Suit No. 1822 of 1995.
- The said Consent Decree was treated as Conveyance and same was duly 2. registered under Serial No. BDR-1/2671/6/10 with the Sub-Registrar of Assurances at Bandra on 20/08/1998. By the said Consent Decree the said Mahal Pictures recorded that they acknowledge and admit the receipt of Rs. 7,50,000/-(Rupees Seven Lacs Fifty Thousand Only) and an extra amount of Rs. 65,000/-(Rupees Sixty Five Thousand Only) by Cheque No. 179156 and 179157 dated 30/06/1995 for conveying the said land and by the said consent decree M/S. ABODE BUILDERS were appointed as the Sole Developers.
- Thus the MALAD SATGURU SADAN CO-OPERATIVE HOUSING 3. SOCIETY LTD. and the said M/S. ABODE BUILDERS are well and sufficiently possessed of the property more particularly described in the schedule hereunder written.
- By Mutation Entry No. 103 the land is transferred in the name of the said MALAD 4. SATGURU SADAN CO-OPERATIVE HOUSING SOCIETY LTD. and their name is entered as Owner and Kapjedar in 7/12 Extract. A copy of the said 7/12 extract is annexed as ANNEXURE 'A'.

The Index-II issued by the Sub-Registrar of Assurances at Bandra is annexed as ANNEXURE 'B'.

Copy of the Property Card maintained by City Survey Office is annexed marked as ANNEXURE 'C'.

5. Whereas by an Order dated 2nd April 1996 (hereinafter said Order) Competent Authority has exempted the land from of U.L.C. Act.

By an Agreement of Joint Venture dated 28th 6. tween M/S. ABODE BUILDERS and M/S. VAMA ABODE BUILDERS & M/S. VAMAN ESTATE have as the plot, more particularly described in the Schedule hereunder written.





XXXX NAME OF A COMMON ASSESSMENT OF A COMMON ASSES For Trans Residency I (E & F) Co-operative Housing Society Ltd. Committee Member Trans Residency I (E & F) Co-operative Housing Society Ltd. _(both inclusive) かんっていかい Authorised Share Capital Rs. 100000/- Divided into 2000 Shares of Rs. 50/- Each & SWATI Note: No transfer of shares will be registered without production of this certificate Given under the common seal of is/are the Registered holder/s of FIVE Fully paid-up shares Numbered 246 to 250 Regn No.: MUM/WK-E/HSG/TC/12803/2005 Dt 02.02.2005 This is to certify that Shri/Smt. MANDAR V. DHARMADHIKARI Member's Register No. Subhash Nagar, Road No. 23, M.I.D.C., Andheri (East), Mumbai - 400 093 SHARE CERTIFICATE 17 day of JANUARY 2016 Chairman M. DAARMADHIKARI of Rs. Fifty each of this Society RS. 250/-Certificate No. 50

- AND WHEREAS as the Vendors have prepared a layout in respect of the said property and the layout is submitted to the B.M.C. and the B.M.C. has sanctioned the said layout by letter dated 21st September 1996 & finally amended on 07/05/2002 under No. CE/1534/BSII/LOKEN & 1.
- 8. As per the said New Amended layout the Vendors at present envisages to construct 3 BUILDINGS, (i) Building No.1 having 6 Wings, (ii) Building No. 3 having 3 Wings (iii) Building No. 4 having 1 Wing and the T.D.R. as may be permitted by the B.M.C.
- 9. The Vendors have indicated to the Purchaser and the Purchaser is aware that the Vendors will develop the said property in a phased manner as per the said layout plan (with such modifications thereto as the Vendors may from time to time determine and as may be approved by the Concerned Authorities) and the program of such phased development will also be determined by the Vendors absolutely as their own discretion.
- 10. The Purchaser has taken inspection of the Layout Plan.
- 11. The Vendors have submitted plans for Construction of Buildings No. 1 & 3 and the plans have been approved for Building No. 1 under No. CE/6298/WS/AK on 08/01/1997 & Amended on 28/06/2002 for Building No. 3 under No. CE/6300/WS/AK on 08/01/1997 & Amended on 28/06/2002 and I.O.D. for Both the Buildings have been issued. A copy of I.O.D. dated 08/01/1997 & letter of Amended for both the Buildings.
- 12. The Purchaser has taken inspection of the Consent Decree, Index-II, 7/12 Extract, Property Card, I.O.D. Plan and Joint Venture Agreement.
- 13. The Vendors have obtained a Title Certificate of SHRI. M. K. NESARI Advocate High Court Mumbai, a copy of the said Title Certificate hereto annexed and marked as ANNEXURE 'D' and Floor Plan of the proposed Flats is annexed and marked as ANNEXURE 'E'.
- 14. The Vendors are constructing on the said property described in the First Schedule hereinafter written (hereinafter referred to as "the said plot") building to be known as TRANS RESIDENCY consisting of Flats, Shops, Offices, Garages, Covered Car parking spaces etc. in accordance with the sanctioned Plan and specifications. The said land and the said buildings are hereinafter referred to as 'THE SAID PROPERTY'.
- 15. Prior to making application as aforesaid, as required by the provision of Maharashtra Co-operative Societies Act, 1960, (Maharashtra Mct No. 2015) of 1960) and the Urban Land (Ceiling and Regulations 1972 the Purchaser/s has / have made Declaration to the effect that neither the Purchaser/s nor the members of the family (family as defined under the Tyban Land Colling & Regulation Act, 1976) of the Purchaser/s own tenents in the Societies Act, 1976 within the limits of Mumbai Municipal Co-operation.

and conditions hereinafter appearing. agreed to sell the Purchaser/s a Flat / Shop / Office, at the price and onterms Relying upon the said Applications, Declaration and Agreement

16.

Agreement for Sale of the said Flat / Shop / Office to the Purchaser/s being in Under Section 4 of the said Act, the Vendors are required to execute a Written Registration Act. fact these present and also to Register the said Agreement under the

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

TRANS RESIDENCY I TRANS RESIDENCY III Wings A, B & C of ground/stilt are several upper the Vendors may consider necessary or as may be required by the concerned approved by the Flat allotees which only such variations and modifications as approved by the concerned local authority and which have been seen and floors on the said land in accordance with the plans, designs, specifications particularly described in First Schedule herein referred to as the said property local authority/the Government to be made in them or any of them, and shall construct the uct the said building's being Buildings Wings A, B, C, D, E & F and or G and

2

The Vendors have informed the Purchaser and the Purchaser is aware that the aforesaid. The development work would be carried out by the Vendors in a phased Building (consisting wings) as per the layout in respect thereof prepared as Vendors propose to develop the said property by doing construction thereon of manner as per the phased development programme to be determined by the as required by the concerned authorities and/or in their (i.e. Vendors) absolute Vendors have commenced construction of the said Buildings. The Vendors may Vendors in their absolute discretion from time to time. Pursuant to that, the discretion from time to time vary, amend and/or alter, the layout plan of the said of such variations amendment and/or alteration in the layout and/or in the property or the Building Plan in respect of one or more such Buildings. As part additional construction by way of extension of one or more wings to the Plans, the Vendors may also construct additional buildings, obtaining Transferable Development Rights (TDR) in respect of Floor Space proposed (layout) so as to construct additional floors in event of the Vendors Index (FSI) of the other properties for the utilization thereof on the said applicable to greater Mumbai. Accordingly the Vendors shall have absolute property in accordance with the provisions of the Development Control Rules desecration from time to time amend/alter/modify/vartified and/or the Buildings Plans in respect of one or of the said property and/or the Buildings Plans carrying out amendments, alterations, modi Purchaser hereby irrevocably agrees and gi layout plan as well as same building plan in w of the said property for constructing independ aforesaid. The Purchaser hereby also give his respect of the Building now under construct more Buildings to be constructed (even if not wings and/or in respect property ndors to the

- 16. and conditions hereinafter appearing agreed to sell the Purchaser/s a Flat / Shop / Office, at the price and on terms Relying upon the said Applications, Declaration and Agreement, the Vendors
- Agreement for Sale of the said Flat / Shop / Office to the Purchaser/s being in Under Section 4 of the said Act, the Vendors are required to execute a Written fact these present and also to Register the said Agreement under the Registration Act.

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

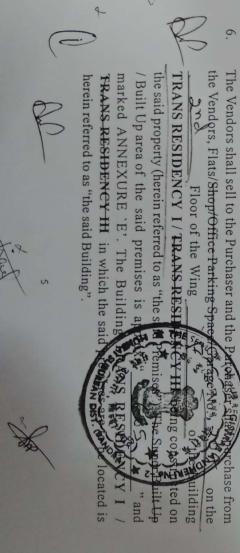
approved by the Flat allotees which only such variations and modifications as approved by the concerned local authority and which have been seen and floors on the said land in accordance with the plans, designs, specifications TRANS RESIDENCY III Wings A, B & C of ground/stilt are several upper The Vendors shall construct the the Vendors may consider necessary or as may be required by the concerned particularly described in First Schedule herein referred to as the said property. local authority/the Government to be made in them or any of them, and RESIDENCY I ruct the said building's being Wings A, B, C, D, E & F and Buildings

2.

The Vendors have informed the Purchaser and the Purchaser is aware that the manner as per the phased development programme to be determined by the aforesaid. The development work would be carried out by the Vendors in a phased Vendors propose to develop the said property by doing construction thereon of discretion from time to time vary, amend and/or alter, the layout plan of the said as required by the concerned authorities and/or in their (i.e. Vendors) absolute Vendors in their absolute discretion from time to time. Pursuant to that, the Vendors have commenced construction of the said Buildings. The Vendors may additional construction by way of extension of one or more wings to the Plans, the Vendors may also construct additional buildings, wings and/or of such variations amendment and/or alteration in the layout and/or in the property or the Building Plan in respect of one or more such Buildings. As part obtaining Transferable Development Rights (TDR) in respect of Floor Space proposed (layout) so as to construct additional floors in event of the Vendors Index (FSI) of the other properties for the utilization thereof on the property in accordance with the provisions of the Development Control Rules of the said property and/or the Buildings Plans desecration from time to time amend/alter/modify/variational applicable to greater Mumbai. Accordingly the Vendors shall have absolute and/or the Buildings Plans in respect of one or Purchaser hereby irrevocably agrees and gi carrying out amendments, alterations, modi of the said property for constructing independ layout plan as well as same building plan in w aforesaid. The Purchaser hereby also give respect of the more Buildings to be constructed (even if not (consisting wings) as per the layout in respect thereof prepared as Building now under construc an in respec ndors

may determine even after the Vendors shall have given to property and/or in the Building Plans of one more Buildings to the constructed as from time to time in the layout Plan and Building Plan in respect of the said manner to be determined from time time by Vendors, including by making changes possession of the premises hereby agreed to be sold to the large the Vendors developing the said property in such phased manner aforesaid, including the buildings which at present are no envisaged by the of the said premises to be sold to the Purchaser but at costs and expenses of the Vendors. The Purchaser hereby agrees to give all facilities and assistance, the Vendors shall accordingly be entitled to develop the said property in a phased property in the manner that may be determined by the Vendors. Vendors so as to enable the Vendors to complete the Development of the said Vendors may require from time to time after the Vendors deliver the possession the Purchaser

- Plans prepared by the Architect SHRI. NITIN SHAH. And sanctioned by the The Buildings shall be constructed by Vendors in accordance with the Building said premises shall contain (save and except garage, car parking space, area concerned authorities as aforesaid with such modifications thereto as the premises. Vendors shall have right without any reference to the Purchaser to ule hereunder written and the Purchaser confirms the Vendors shall not be liable ing specifications, fixtures, fittings and amenities as set out in the Second Schedcovering stilt) be of normal brick structure with cement plaster and cement floor-Vendors may incorporate therein as aforesaid. It is expressly agreed that the to provide any other specifications, fixtures, fittings and amenities in the said objection in respect thereof. vary or modify such amenities or specifications and Purchaser shall not arise any
- 4. The sanctioned Building plans from the concerned authorities in respect of the has satisfied him/her self about the same. hours at the building site. The Purchaser has seen plans, I.O.D. as approved and Buildings will remain open for inspection on all working days during office
- S the property described in the First Schedule hereunder written and the Authority The Purchaser has made inquiries and is satisfied that the title of the owners to NESARI, Advocate High Court. The Purchaser undertakes not to raise any The Purchaser has inspected the original title certificates issued by SHRI. M. K. objection to the title of the owners to the said property or authority of the Vendors to develop the same Vendors to develop the same is marketable and free from encumbrances



as the purchase price in respect of the said premises. shall be paid by the purchaser to the Vendors in accordance with the installments as under: -17 myson The said purchase price

20% On execution of Agreement.

10% On Completion of Plinth.

7% On Complet 7% On Completion of 2nd slab on of 1st slab.

6. 7% On Completion 7% On Completion of 3rd slab of 4th slab

7% On Completion o f 5th slab.

6% On Completion of 6th slab

6% On Completion of th slab

10. 6% On Completion of 8th slab.

11. 12. 4% On Completion of external & internal brick masonry works

13. 4% On Completion of Plumbing & Electricity work.

4% On Completion of external & internal plaster.

5% On Completion of possession.

construction is complete which certificate issued by the Architects employed by A certificate forwarded to the Flat Purchaser that a particular stage of the the Vendors shall be sufficient proof that a particular stage of the construction is complete. It is agreed that the Purchaser shall thereupon accordingly pay to the Vendors the installment of the Purchase price.

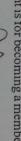
As M/S. VAMAN ESTATE & M/S. ABODE BUILDERS entered into Joint a Partnership Company. As per the above Arrangement the Purchaser will Issue Both the companies have the Rights to receive the consideration without forming the cheques in favour of "M/S. VAMAN ESTATE & ABODE BUILDERS", then Venture Development of the property as per the terms & condition mentioned therein. in Ratio decided between the Vendors from the above Account of Joint Venture Vendors in their turns, mandate given to the Bank to Transfer the consideration

expressly authorities the Vendors to so increase or reduce the said share of the said common areas and Facilities may increase or decrease. The Purchaser hereby of the said Building the shares of the said premises and/or the Purchaser in the layout plan of the said property and/or in the Building Plan of the said property It is expressly agreed and the Purchaser is aware that as a result of change in the said building and/or the said property and the Purchases premises and/or of the Purchaser in the said common areas and facilities of the to accept the said share as changed as aforesaid

9

10 It is hereby expressly agreed that the time of p essence of the contract. In the event of the Pu installments of the purchase price as set out payment of the installments of the Purchase price Purchase shall be refunded to the Purchaser by the terminate this Agreement and in event and all the m by the

- premises in the said building. However it is certified that this does is likely to cause nuisance or annoyance to users and occupier building or cause any increase premium to be payable in respect the render void or voidable any insurance of any premises or any pa The Purchaser shall not do or permit to be done any act or thin obligation upon the Vendors to insure the Building or premises agre which e of or which ocause any the other
- reenactments and also any additional further or other F.S.I. which may become available thereon under the hereunder written by exploiting and/or utilizing all the F.S.I. which may become shall be fully entitled to develop the said land described in the first schedule It is expressly agreed between the Vendors and the Purchasers that the Vendors available by virtue of any new legislation or change in the present statue Act, or authority at any time hereafter. Corporation, State of Maharashtra, Central Government or other body announced, adopted or introduced either by the Mumbai Municipa Development control Rules and its future amendment or amendments or by virtue of any of any new scheme directive or policy being decided present Mumbai Municipal Corporation Act,
- said property are complete and ready for occupation and after the Society or After the said Building and the premises to be constructed by the vendors on the building that is to be constructed have been sold and disposed off by the of the conveyance, the possession of the said property and the said building and Conveyance or Conveyance in respect of the said property. Until the execution Premises in the said building the Vendors shall execute and/or to be executed payable to them under the terms of the Agreement with the Purchasers of all the Vendors and the other Vendors and after the vendors shall have received all dues Association as aforesaid is registered and only after all the premises in the said them shall be merely a license thereof. premises thereon shall be deemed to be of the Vendors and the Purchaser who been given possession of the premises agreed to be sold to him/her/
- 40 alone and Vendors shall not be liable or responsible for the same. Purchaser shall pay Registration charges payable in respect of this transaction the Purchasers inform them of the numbers under which it is lodged for the flat and the Vendors will attend the Sub-Registrar and admit execution thereof after Assurance of Mumbai within the time limit prescribed by the The Purchaser will lodge this Agreement for Registration with Sub-Registrar of
- 41. landlord of adjoining properties to have an access from the The Purchaser is aware that the Vendors have taken Right of Access from the various
- 42 The Purchaser hereby agrees and confirms that if the pool and health club for the proposed Society T Amount is for becoming a member for Club House and/or M/S. ATUL BUILDERS PROJECT TRANS (Rupees Fifteen Thousand Only) for Two Bedroom Rs. 10,000/- (Rupees Ten Thousand Only) for or **ERATIVE HSG. SOC.** In that event all the flat P







construction of his/her/their premises when ready for use and compared with caused due to inaccuracy of human workmanship in measurement during The buyers shall not object or have any claim against minor variations if any

plan annexed hereinafter marked as ANNEXURE 'E'. be sufficient proof of the receipt of the same under certificate of posting to the address known to them of the Purchaser will All letters, circulars, receipts and/or notices issued by the Venhors dispatched by the Purchaser and shall

completely and efficiently discharge to Vendors. For this purpose the Purchaser

has given following Address:

44.

ラルろうごと 27/503

The Purchaser shall at the time of delivery of the possession of the said premises

pay to the Vendors the following amounts

w. 6. 5. Development Charges Fund Share Money [@ Rs.2.50 per sq. X 12 Month X 605 Advance Maintenance Rs. 10/- per sq.ft.X 6c5 Area Corpus Fund (Infrastructure Cost) Society Formation Charges 14 per sq.ft. X 605 Electricity Meter Charges Area] Rs. Rs Rs. Rs. Rs. Rs. SATO 6050 3,000/-3,000/-10,000/-261/-

Cheque should be drawn in favour of M/S. VAMAN ESTATE

change the design or do any alteration with the Grill. Grill and for fitting of the Grill. The Purchaser will not provide separate Grill Vendors/Promoters/Developers. The Purchaser will have to pay extra for the Grill design and Fittings of the Grill would be done by the

Co-operative Society and Registration Charges in respect there Government in respect The Purchasers shall also deposit Stamp Duty if any, legally payable to the of the conveyance to be received

Shop/Garage/Parking Space is complete. the date of the intimation by the Developers/Ver of the said property including N. A. Land Constr. as may be determined by the Developers/Vendors c The Purchaser agrees and bind himself herself to pay "TRANS RESIDENCY" and the name of the Co-op Company or Association "TRANS RESIDENCY". The said build to forme name







without the written consent of the Developers/Vendors "TRANS RESIDENCY" its first name and this name shall n

48

Scanned with OKEN Scanner

advance maintenance amount after deduction there from the aforesaid outgoings the amount shown under advance maintenance will be accountable The amount paid by the Purchaser under Clause 45 is not accou or the Body Corporate as the case may be when it is formed and registered and and any other arrears will be refunded to the said Co-operative Housing Society is agreed that notwithstanding the aforesaid advance deposit the Purchase shal Housing Society or the Body Corporate as the case may be provided further and the property is finally transferred assigned or conveyed to the said Co-operative sum of Rs. 3.00 per sq.ft. per month for his/her/their proportionate share of pay to the Builders after put into the Possession of the flat or occupying the flat incorporate body is formed and registered and the charge of the buildings is maintenance taxes and outgoings in respect of the said flat till the society or the if required and the same will be accepted without interest handed over to the Builders. Purchaser also hereby agrees to pay the stamp duty purpose even before getting Occupation Certificate of the building. A table excep The Said

- 49. security deposit of IOD or fire access is paid to the corporation or to the State The Purchaser hereby agrees that in event of any amount by way of premium or area of the said flat agreed to be acquired by the Purchaser and in determining shall be reimbursed by the purchaser to the Vendors in proportion to the carpet tax or payments of a similar nature becoming payable by the Vendors the same deposit for the purpose of giving water connection or property taxes and other Government or betterment charges or development tax prorate cost of security such amount, the decision of the Vendors shall be conclusive and binding upon I.O.D. issued of the said Building. the Purchaser. These all charges will be liable to the buyer from the date of
- 50. formed by all the Purchasers, the Purchasers and/or the said Society shall execution of conveyance in favour of Co-operative housing Society that may be It is further agreed between the Vendors and the Purchaser if at the reimburse to the Vendors I.O.D. deposits and other refundable deposits paid by the Vendors in respect of the said building
- prepared by SHRI. M. K. NESARI, Advocate High Court, and the same think reasonable and necessary having regard to the development of the said contain such covenants and conditions as the said Advocates and Solicitors shal The Deed of Conveyance and other documents for transferring the title shall be
- 52 or any forbearance or giving time to the Purchaser Any delay or indulgence by the Vendors in enforcing the manner prejudice the remedies of the Vendors terms and conditions of this Agreement by the Purc waiver on the part of the Vendors of any breach or r as a

Irrespective of dispute, if any which may arise bell Purchaser and/or the said Co-operative Society all ar



such expenses. The Purchaser shall on demand pay to the Vendo proportionate share in regard to the above. The amount payable under thi is in addition to the amount as mentioned in Clause 44 above.

there under. Apartment Ownership Act (Maharashtra Act No.XV of 1971) and the rules made This Agreement shall always be subject to the provision of the Maharashtra

Scanned with OKEN Scanner



SCHEDULE ABOVE REFERRED TO:

THE FIRST SCHEDULE REFERRED TO:

Sub-District of Mumbai City and Mumbai Suburban bearing Survey No. 9, Hissa All that pieces and parcel of land lying being and situated at Village Vyaravali yds. Equivalent to 12,540 sq.mts. or thereabouts. No. 9, Hissa No. 1, C.T.S. No. 17 (part), (17/1 Part) admeasuring 15,000 sq. Taluka Andheri, Mumbai Suburban District with in the Registration District and

THE SECOND SCHEDULE REFERRED TO:

LIST OF AMENITIES AND SPECIFICATION GENERAL AMENITIES

- R.C.C. Frame structure as per I.S.I. standard
- 7.6.5.4.3.2.1 Wooden doors with oil paint.
 - Aluminum sliding windows.
 - Entrance door with flush shutters with safely chains, door stopper, aldrop and latch.

 - Louvered aluminum window in bath and W.C
- All external walls to be painted with santex/cement paint and internal walls with

SPECIAL AMENITIES:

- Common T.V. Antenna, Telephone Point
- MARBLE FLOORING or GRANAMITE in Living room, Kitchen and bathroom.
- Fan in Living rooms. Tube light in all rooms
- Colorful designed floor tiles in bath and W.C. upto full height
- Mirror polished granite platform in the Kitchen 2" dado.
- All electrical points concealed in copper wiring
- The Bathroom fitted with Shower and instant Geyser.

SUB REGISTA किविविस्

-
- W.C. with modern flush value system.

and in particular the roof, gutters and rain water pipes, wall The expenses of maintaining, repairing, re-decorating THE THIRD SCHEDULE ABOVE REFERRED

the other occupiers of the other premises of the main entrance, in under or upon the building and enjoyed or used by the purc





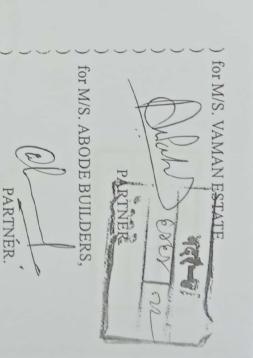




BY THE within named "VENDORS" SIGNED SEALED AND DELIVERED M/S. VAMAN ESTATE

2 M/S. ABODE BUILDERS

in the presence of



SIGNED SEALED AND DELIVERED BY THE within named "PURCHASER"

300000 DHIS KARS

DHY KARY DHARARI

in the presence of

The withinnamed PURCHASER the Hereinafter written of and from RECEIVED the day and year first Sum of Rs. Tracions 2 000 アンプタ ンゴギ Only

dated or deposit to be paid by him/her to us bearing the amount of earnest money by Cash/Cheque No. , drawn on

BANK

Cheque is in favour of M/S. VAMAN ESTATE & M/S. ABODE BUILDERS

> 72537 2 58328 CX. 20 かいからろ (66) 30,00 61, 303

For M/S. VAMAN ESTATE, 80 WE SAY RECEIVED, For M/S. ABODE BUILDERS,

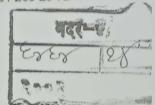
Witness:

PARTNER

2



M.K. NESARI ADVOCATE, HIGH COURT C/o. M/s. Divekar & Co., Solicitors, 14, Ambalal Doshi Marg, Fort, Mumbai - 400 023 Tel.: 265 31 96 / 265 23 72



CERTIFICATE OF TITLE

TO WHOMSOEVER IT MAY CONCERN

Re: Land bearing Survey No.9, Hissa No.1, CTS No.17 Part, (17/1 Part) admeasuring 15,000 sq.yards equivalent to 12,540 sq.mtrs. lying and situate at Village Vyaravali Taluka Andheri, Mumbai Suburban District, Mumbai.

The Secretary of the Malad Sadan Satguru Cooperative Housing Society Ltd., requested me to issue a Title Certificate of the above referred property.

I have therefore caused a search of the property above referred to be taken by a search clerk. The search clerk submitted search report and the search report reveals that the entire Vyaravali Village was leased out to one Maria Fernandes. She in turn assigned her rights to one Francis Anthony Cyril Rebello. The late Francis Anthony Cyril Rebello had acquired rights from the Sertore tenants interalia in egards to land bearing old survey No.22 corresponding to new Survey No. 8, Hissa No.1 corresponding to CTS No.17 of Village Vyaravali. The said Francis Anthony Cyril Rebello made a Will before his death. Thereafter administration suit was filed. The administrator of the Estate sold the entire village of Vyaravali to one Captain Wilson and the said Captain Wilson sold the said entire



Rota:6000(Gen-810/15,12,98)-E.E.U.P. W.P. C-3 ANNEXURE - B MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

MAHARASITTRA REGIONAL AND TOWN PLANNING ACT, Ex. Engineer Bldg. Proposal (W.S.) No.CE/6298 /BSII/WS/AII/AK of

COMMENGEMENT CERTIFICATE

H. and - K Wards. Municipal Office, R. K. Patkar Marg Bandra (West), Mumbai-403 050

To, Shoi. Mehtab	Laig Ahmed	JUL	2002.

This L O. D. / C.C. is issued subject te the provision of Urban Land celling and Regulation Act. 1976

Sir,

With reference to your application No. 7092 dated 7 11 96 for Development Permission and grant of Commencement Certificate under Section 4 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act. 1888 to creet a building.

To the development work of Bldg ND: 1 CTS No. 17/1(PF)
at premises at Street 18:30 m D.P. Pd / village Vyanavalu Plot
No. situated at Andhen CE) Ward K E

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

- 1. The land vacated in consequence of the endorsement of the setback 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 occupancy 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 bar any subsecquent 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.
 - (c) The Municipal Commissioner of 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 event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.

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

The Municipal Commissioner has appointed Shri ... P. P. Roud Liveentive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This Commencement certificate is for

carrying out the work upto/For. at 11th only

For and on behalf of The Municipal Corporation

Executive Eng./Assistant Eng. 1 (Western Subs.) "H & K/West

MUNICIPAL CORPORATION FOR GREATER MUMBAI

	FORM 'A'	1600
MAHARASIITRA REC	GIONAL AND TOWN PLANN	NING AC1, 1966 CYCY
No.CL	16900 /BHI/WS/AII/AK of	Ex. Enginees Blde, Proposal (W. Hands.
COMM	MENCEMENT CERTIFICATE	Municipal Office R
To	2.4 JUL 2002]	Bandra (West), manhitar - www.
To, Show. Mentab Louig,	Ahmed.	This 1. O. D. / C. C. is issued subject
V		
		to the provision in Co. 1976 Colling and Regulation Act. 1976
Sir,		111 01
With reference to your application Permission and grant of Commencement and Town Planning Act 1966, to carry of Mumbai Municipal Corporation Act 18	nt Certificate under Section 44 & out development and building per 88 to erect a building.	mission under Section 346 of the
To the development work of	Bldg NO:3	CTS No. 17/1 (Pt)
To the development work of at premises at Street) Ward IS E
III - Comment Cartificate	Building Permit is granted on the	e following conditions:-
1. The land vacated in conseque form part of the public street.	nce of the endorsement of the self	oack line/road widening line shan
permitted to be used by any person unti	il occupancy permission has been	lowed to be occupied or used or granted.
commencing from the date of its issue.		shall remain valid for one year
4 This permission does not ent	itle you to develop land which do	es not vest in you.
case exceed three years provided furthe	er that such tapse shart not but any harashtra Regional & Town Plann	
6. This Certificate is liable to be (a) The Development work if carried out or the use the	e revoked by the Municipal Comn n respect of which permission is g creof is not in accordance with the	nissioner for Greater Mumbai it :- tranted under this certificate is not e sanctioned plans.
(b) Any of the conditions sul	bject to which the same is granted issioner for Greater Mumbai is co	or any of the restrictions imposed intravened or not complied with.
(e) The Municipal Commiss applicant through fraud of through or under him in work in contravention of Act. 1966.	ioner of Greater Mumbai is satisfing misrepresentation and the application and responding such an event shall be deemed to fraction 42 of 45 of the Maharash	ed that the same is obtained by the cant and every person deriving title have carried out the development htra Regional and Town Planning
a vianore administrators at	ad successors and every person de	on the applicant but on his heirs, criving title through or under him.
The Municipal Commissioner	has appointed Shri P.P. K.	wers and functions of the Planning
Authority under Section 45 of the said	1.Act. 2003	222
This CC is valid upto	2 3 JUL 2003	THE SUB REGISTRAP
his Commencement certificate is for		The state of the s
arrying out the work upto/For Stilf W.	For and on behalf	of Logist Authority
CERTIFIED TRUE COPY.	(5	
NITIN SHAH	Grecutive Eng./Assistant (Western Subs.) "11 & K/\"FO	West' 'KANGAN DISTI
5/9, ANKITA, 53, NEHRU ROA.? VILE - PARLE (EAST), BOMBAY - 400 057. PHONE :- 612 99 71, 614 95 93.	MUNICIPAL CORPORATION	A FOR GREV LEK MOMBY

ectors and Completion Act. 1975 he medying miners much Mag Intimation of Divapproval under Section 346 of the Rouskey

Municipal Corporation Act, as amended up to date. नक है बाजार है और भीते हैं है No. XXX,CE/ 6298/WS/AX. 01 199 -199 MEMORANDUM . F 8 JAN 1997 Municipal Office, Bombay.....190 To. Shri Mehatab Lail Ahmad Shaikh. With reference to your Notice, letter No. 3.3) __dared 00111196 __199 a and delivered ca-Blig. No. 1 on C. T. S. No. 17 (pt.) Village Varavali,
ad details of your building at -o. T. M. I.B. C. Contral. - at Andheni (East). ---A) CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/Defore NEXHXENG PLINTH C.C. That the C.C. under section 44/69(1)(a) of the M.R. and T.P. Act will not be obtained before starting the proposed work.

That the compound wall is not constructed on all sides of the plot clear of the road widening whine with foundation below is all of bottom of road side drainwithout obstructing the flow of rain water from the road side drainwithout obstructing the flow of rain water from the adjoining holding to prove possession of holding to restarting the work as per D.C. Regn. No. 38(27).

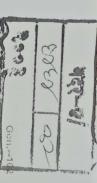
That the low lying plot will bet be filled upto a reduced level of at least 92 T.H.D. or 6% above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be levelled, rolled, consolidated and sloped towads road side, before starting the work.

That the angulators for levent /D.P./or access roads /developed towads. That the specifications for layout /D.P./or access roads /develop/ment of setback land will not be obtained from E.E.R. (W.S.) before statting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from E.E. (R.C.)/E.E. (S.W.D.) of W.S. before 40 lights and S.W.D. from E.E. (R.C.)/E.E. (S.W.D.) of W.S. before submitting B.C.C. and the structural engineer will not be appointed, supervision memo asper Appendix (Regn. 5(3)(ix) will not be submitted by him. That the structural design and calculations for the proposed work and for existing Bldg, bafars showing adequacy thereof to take up additional load will not be submittedbefore C.C. That the regular /sanctioned/proposed lines and reservations will not be ggt demarcated at site through A.E. (Survey)/ N.E. (T.&C.)/E.E. (D.P.)/D.I.L.R. before applying for C.C. 5. 60 75 The the sanitary arrangement shall not be carried out as per Municipal Specifications and drainage layout valuements submitted before C.C. Municipal Specifications and before C.C.

9. That the R.U.T. and additional copy of plant scall how bound milited for agreeing to hand over the setback land rigo demompting tion and that the setback handingover cft. will not be iransferred in the name of M.C.G.M. before C.C.

10. That the I.B. in demnifying the Corporation for damages will not be submitted before C.C.

11. That the result continued before C.C. that the I.B. is demnifying the corporation for damages will not be submitted before C.C. the work will not be submitted before C.C. the work will not be submitted before C.C. that the result continued before C.C. that the result continued before C.C. the work will not be submitted before C.C. the work will not be submitted before C.C. the starting the continued before C.C. the con will not be submitted before C.C./starting to the submitted before C.C if any will not be complied with befre occupation cft. /B.C.C. ...3.



BRITIANMUMBAI MAHANAGARPALIKA A COLUMN SINGLE COLORED

No. CE/6298/HS/AK of

Taken J. BERNEY TRAIN ENERGY STATES

22

140 Ward the C.C. will not be asked for before approving amended layout. the qualifier/registered site supervisor through Architect/ctural Engineer will not be appointed before applyingfor C. C. extra water and sewerage charges will not be paid to A.E.W. W. Ward before C.C.

300 5

18.

000

OL HE HIIA GELTANOS FURTHER

- XVII of D. C. Regn. shall not
- 22.
- That the Notice in the form of Appendix XVII of D.C. Regn. sha submitted on completion of plinth.
 That M.C.C. from C. vil Aviation Deptt. willnot be obtained for proposed height of the Bldg.
 That the requirement of N.O.C. from C.A., U.L.C. and R. Act, will complied with before starting the wark above plinthlevel. C.A., U.L.C. and R. Act, work above plinthlevel.

SNOT LI DAGO TO BE COMPLIED BUFORE OCCUPATIONOFT

- 24. 4. That the separate vertical drain pip-e, so Gully, trap, water main, O.H. tank etc. for M Home, user will not be provided and that the residential part of the Eldg.will not be laid into That the some ofdrains will not be laid into That the dust bin will not be provided asponent the surface drainage arrangement will with E.E. (S.W.D.) or as per his remarks and not be obtained and submitted before apply. for MaternityHome/Nursing that the drainage system of last be affected.
- 25. aspo inter
- 27. 1on
- Inat the existing well will not be covered to -0" wide paved pathway upto stairon before appty

15. That the true copy of the sanctioned layout/sub-division/amallgamataon approved under the T.&C. thereof will not be submitted before C.C. and compliance thereof will not be submission of B.C.C. That the development charges as per M.R. and T.P. (Amendment) Act, 1992 will not be paid before asking for C.C.

17. That the R.U.T. in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.

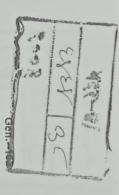
18. That Betterment charges or lucrative gremium will not be paid in respective Ward Office and Cft./receipt will not be submitted before asking for C.C.

19. That the requisite premium as intimated will not be paid before applying for C.C.

19. That the requisite premium as intimated will not be paid before applying for C.C.

19. That the requisite premium as intimated will not be paid before applying for C.C.

20. That the paid and calculated as per revised land rates. THE PARTY PARTY IN THE PARTY IN I. Pipon Scanned with OKEN Scanner



महानगरपालिका

RIHANMUMBAI MAHANAGARPAL अर्थकारी आमियंता इमारती मस्ता

No. CE/6300/115/AK TEI

श्रुत्मधर्मी उपनगरांतीक चुळ्यू (उपनगरे) २ : यांचे महानगर पात्रिकेची कार्याक STATE OF

If any, will not be complied with before occupation Cft./B.C.C.
That the qualified/registered site supervisor through Architect/
Structural Engineer will not be appointed before applying for C.C.
That extra water and sewerage charges will not be paid to A.E.W.K.
K/E Ward before C.C.

150

16. That the true copy of the sanctioned layout/sub-divisional gamation approved under the T.&C. thereof will not be before C.C. and compliance thereof will not be done be submission of B.C.C.

That the development charges as per M.R. and T.P. (Amendmen will not be paid before asking for C.C.

That the R.U.T. in prescribed proforma agreeing to demoting the excess area if constructed beyond permissible F.S.I. will not be done before submitte

and T.P. (Amendment) Act, 1992

16. asking forC not 8 F. S. I. shal demolish paid

19. premium as intimated will

20. C.C. Subject of the S submitted per revised TOT paymant of land

CON-ITIONS TO COMPLIED WITH BUFOHE FURTHER C.C.

21.

22.

23. That the Notice in the form of Appendix XVII of D. C. Regn. shall not submitted on completion of plinth.

That N. O. C. from Civil Aviation Deptt. will not be obtained for the proposed waxheight of the Blog.

That the requirements of N.O. C. from C.A., U.L. C. and R. Act, will not bemplie dwith before starting the work above plinth level.

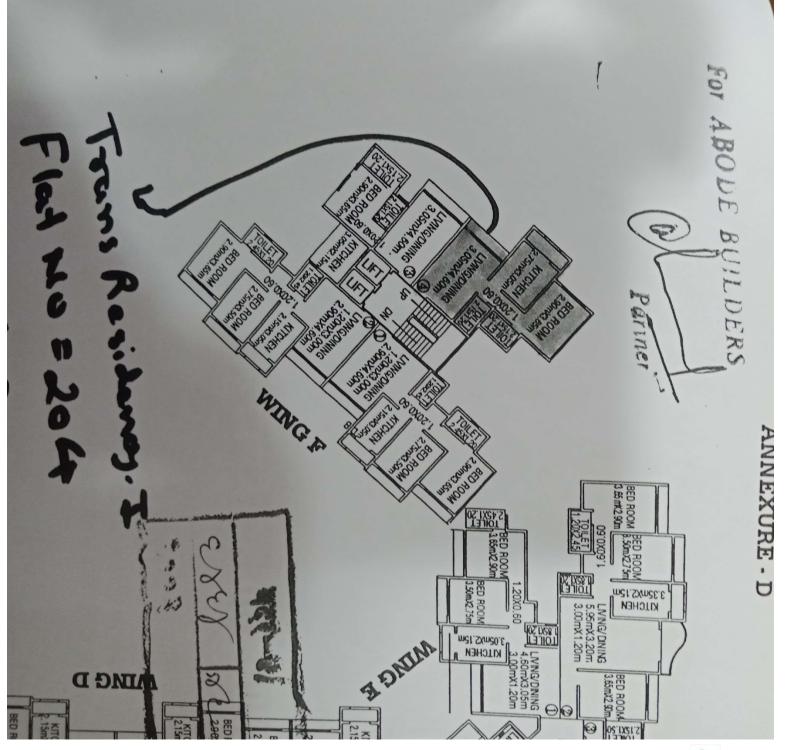
C GENERAL CONDITIONS TO BE COMPLIED BEFORE OCCUPATION CET.

24. gully Home , of the That the Seperate vertical drain pipe , user will not be no residential part er main, O.H. tank not be provided hal part of the Bi pipe soil pip with a seperate k etc.for Maternity Home/Nursing and that the drainage system Blog, will not be affected.

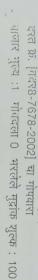
28 that the some of drains will the dust bin will not /9297/IIof 26-6-1978 90 not be lai

26-6-1978.

That thon the surface drainage arrangement with E.E.(S.W.D.) or us p r his not be obtained and submitted be existing and submitted bening will will not be



दरत क्रमांक (7678/2002)



िष्पादनाचा दिनांक : 16/12/2002 दश्त एजर केंन्यावा दिनांक :16/12/2002 12:19 PM दस्त हजर करणा-याची सही:

:7) मुखत्यारीची अंमलवजावणी म्हणून नेमणूक (l4b) (कबुली) 16/12/2002 12:25 PM (सांदरीकरण) 16/12/2002 12:19 PM 16/12/2002 12:23 PM

ची वेळ : (ओळख) 16/12/2002 12:25 PM

दरतः नोंद केल्याचा दिनांक : 16/12/2002 12:25 PM

व अवस्थान स्थान अस्थ प्राप्त (वांत)

2-34日 始此以中国地區面隔

ओळख खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात,

व त्यांची 'ओळख पटवितात रामबदन -सिंह ,घर/फ़लेंट ने:

पेट/वसाहतः भिट चौकी र्रगारत नः -ईमारतीचे नावः -

पिन: 64. तालुकाः -शहर/गाव: मालाड प

गल्ली/ररता: -लेक अहम्मद , धर/फ़लॅट नं:

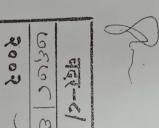
ईपारतीचे चातः -

शहर/गाव: विलेपालें प पेठ/वसाहराः

तालुकाः ।

सारी सुवराजी किलियक जदर-क

जिल्ला किला हुन्हें (बांद्री)



प्रसाणित करण्यात येत ब्सामध्ये पक्ता. chl ropin ..पाने आहेत

16260

मेंबर उपनार जिल्हा, बांदे दुच्यम निवंधक, वदर-८

नोदला. पुस्तक क्रमांक दिनांक १८। १९०२। क्रमांक पर



रुजवात (अ. एकत्रित फी

12

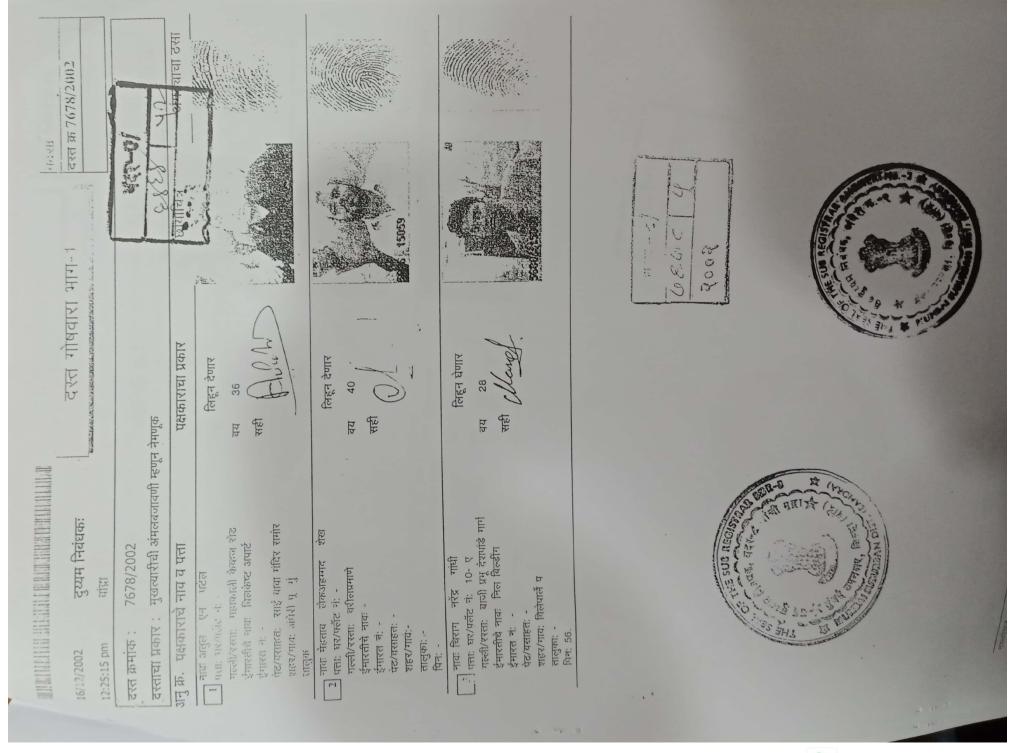
छायाचित्रका (अ. १३)

120

(3II. 11(2)),

१४०: एकूण

पावती ने वर्णन





The buyers shall not object or have any claim against minor variations if any 43. caused due to inaccuracy of human workmanship in measurement during construction of his/her/their premises when ready for use and compared with the plan annexed hereinafter marked as ANNEXURE 'E'. 6888 All letters, circulars, receipts and/or notices issued by the Vendors dispatched 44. under certificate of posting to the address known to them of the Purchaser will be sufficient proof of the receipt of the same by the Purchaser and shall completely and efficiently discharge to Vendors. For this purpose the Purchaser has given following Address: Mandas V. Dharmadhikasi & Swati M. homa dhileani. 1/1 chandra shelear anoty, S.N. Musq, Andrew (cart), The Purchaser shall at the time of delivery of the possession of the said premises pay to the Vendors the following amounts. 3.000/-Rs. Legal Charges 1. 261/-Rs. Share Money 2. 3,000/-Rs. Society Formation Charges 3. 8470 Development Charges Fund @ Rs. 14 per sq.ft. X 605 Area 10,000/-Water & Electricity Meter Charges Rs. 5. Corpus Fund (Infrastructure Cost) 6. 6050 Rs. Rs. 10/- per sq.ft.X 605 Area Rs. 18150 Advance Maintenance 7. [@ Rs.2.50 per sq. X 12 Month X 605 Area] Cheque should be drawn in favour of M/S. VAMAN ESTATE. The Grill design and Fittings of the Grill would be done by the Vendors/Promoters/Developers. The Purchaser will have to pay extra for the Grill and for fitting of the Grill. The Purchaser will not provide separate Grill, change the design or do any alteration with the Grill. The Purchasers shall also deposit Stamp Duty if any, legally payable to the Government in respect of the conveyance to be received in favour of Co-operative Society and Registration Charges in respect thereof. The Purchaser agrees and bind himself/herself to pay his her promittoning hare as may be determined by the Developers/Vendors of all the outgoings in recorded

The Purchaser agrees and bind himself/herself to pay his her proportionals there as may be determined by the Developers/Vendors of all the outgoings a respect of the said property including N. A. Land Construction, Assessment etc. It is the date of the intimation by the Developers/Vendors that the respective frat/Shop/Garage/Parking Space is complete. The said entire construction shall arouse be known as "TRANS RESIDENCY". The said build of thall always be known as "TRANS RESIDENCY" and the name of the Co-op that the liquid Socrety or limited Company or Association to be formed the liquid Socrety or name

O