

GENERAL STAMP OFFICE

POWELLHALL ROAD, MUMBAI - 400 024

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : 107

Receipt Date: 01/11/2009

Received From: SHRI SHISILAL P. DAIN & OPS

On Account of: 102-

Area Code: 022

Mode of Payment	DD/PO/CHO/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (in Rs.)
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PO	612518	01/11/2009	0	0	34100.00
Bank Name : DENA BANK (DEB)					
Branch Name : KURLA (KRL)					

Case No. :

Lot No. :

Lot Date :

Total D. O. :

Sr. No	Description of Stamps / Franking	Denomination	Amount (in Rs.)
	DELIVERED		

Rs. 34100.00 Rupees: Thirty Four

बदर-१३

(दिनांक): 19

२००९ One Hundred

Cashier / Accountant

Signature / Designation

(Signature)



Thursday, November 04, 2004
5:10:24 PM

पावती

Original

नोटणी 39 म.
Regn. 39 M

सह पु.नि.का-कुर्ला 3

पावती क्र. : 83

समाधे नाव कुर्ला

दिनांक 04/11/2004

समाशोधनाच्या अनुक्रमांक वदर13 - 00083 -

समाशोधनाचा प्रकार करारनामा

DELIVERED

सादर करणाराचे नाव: धीसुलाल पुनमचंद्रजी जैन

नॉटणी फी	10070.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजदात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (49)	980.00
एकूण रु.	11050.00

आपणास हा दस्त अंदाजे 5:25PM ह्या वेळेस मिळेल

दुस्यम निबंधक
सह पु.नि.का-कुर्ला 3

वाजार मुल्य: 1006918 रु. मोबदला: 900000रु.

भरलेले मुद्रांक शुल्क: 34100 रु.

दंयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: देना बँक मु 70;

डीडी/धनाकर्ष क्रमांक: 612517; रक्कम: 10070 रु.; दिनांक: 01/11/2004

DELIVERED

समाशोधनाच्या अधिन राहून

सूची क्र. दोन INDEX NO. II

गावाचे नाव : कुर्ता

(1) विरोखाचा प्रकार, भोवदल्याचे स्वरूप करारनामा व वाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) भोवदला रु. 9,0,000.00
वा.भा. रु. 1,000,918.00

(2) भू-मापन, पोटहिरसा व घरकमांक (असल्यास)

(1) शिटिएस क्र.: 280 वर्षे: विभागाचे नाव - कुर्ता - 4, उर्वरिभागाचे नाव - 108/517 - भूभाग: ताल. वहादूर शारजी मार्गाच्या पूर्वेकडील गावाचा सर्व भूभाग. सादर भिळकत सि.टी.एन. नंबर - 280 मूळे आहे. -सदनिका क्र. 701, 7 या मजला, अप्त अपार्ट गणेशदास गेलगाणी राड कुर्ता प. नु. 70 सीटीएस व फो. 280/1116
(1)संघीय भिळकतीचे दा.पत्रक 58.41 वा.सी. आहे.

(3) क्षेत्रफळ

(4) साकारण: किंवा जुळी देण्यात असले तेव्हा

(1)

(5) दस्तावेज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) जयंत पोपटलता सावता हे भे सधवी अॅल सावता एन्टरप्रायझेसचे भागीदार - : घर/प्लॉट नं. - : गल्ली/रस्ता: - : ईमारतीचे नाव: ए 21, छाड्या भाग, ए व पी के भाग कुर्ता प नु 70; ईमारत नं. - : पेट/वसाहत: - : शहर/गाव: - : तालुका: - : पिन: - : पॅन नम्बर: एएटीएफएस 0-333 आर.

(6) दस्तावेज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) धीरुलाल पुनमचंदजी जैन - : घर/प्लॉट नं. - : गल्ली/रस्ता: - : ईमारतीचे नाव: रम नं. 1 ला मजला, राजस्थान चॅम्बर्स न्यु मिल रोड ; ईमारत नं. - : पेट/वसाहत: - : शहर/गाव: कुर्ता प. तालुका: -;पिन: 60; पॅन नम्बर: एएएनपीजे 4854 ई.
(2) अशोककुमार धीरुलाल जैन - - : घर/प्लॉट नं: दरीलप्रमाणे; गल्ली/रस्ता: - : ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: एएएपीजे 7853 जे.

(7) दिनांक करून दिल्याचा 03/11/2004

(8) नॉटली क्र. 04/11/2004

(9) अनुक्रमिक सं. व वर्ष 83/2004

(10) वाजारभावप्रमाणे मू.क. मू.क. रु. 34100.00

(11) वाजारभावाप्रमाणे नॉटली रु. 10070.00

(12) शेर



AGREEMENT FOR SALE

108
Per Po

ARTICLES OF AGREEMENT is made and entered into at Mumbai, this 3rd day of NOVEMBER in the Christian year of Two Thousand ~~Two~~ ^{Four} 2004

BETWEEN

M/s Sanghvi & Sawla Enterprises, a duly registered partnership firm having office at Savla Sadan, Belgrami Road, Kurla (West), Mumbai - 70 hereinafter called and referred to as 'the Builder' (which expression unless it be repugnant to the context or meaning thereof, shall always mean and include the said firm, it's partners for the time being and their respective heirs executors administrators and assigns) of the One Part;

AND

Shri/Smt/Sou/Messrs GHISULAL PUNAMCHANDJI JAIN
AND SHRI ASHOKKUMAR GHISULAL JAIN

of MUMBAI Indian inhabitant residing at / carrying on business at R.N.2, 1st FLOOR, RAJASTHAN CHAMBERS, NEW MILL ROAD, KURLA (W) hereinafter called as 'the Purchaser/s' (which expression shall MUMBAI - 400070 less it be repugnant to the context or meaning thereof shall always mean and include his / their heirs, executors, administrators, legal representatives, successors and assigns) of the party of the Second Part;

Per Mr. J. V. Sawla
Per Mr. Ashok G. Jain
GENERAL STAMP
OFFICE
TOWNSHIP
FORT, MUMBAI
MAH-GSD/0063
STAMP DUTY M/HARASHTRA
Rs. 0034100/- Pe 1060
3300
05815
NOV 01 2004
SPECIAL METRE

वदर-१३
3/2
२००४

Ghisulal P. Jain
Ashok G. Jain

J. V. Sawla
Proper Officer
Gen. Stamp Office - Mumbai.

WHEREAS

1. Prior to 10th March 1949 Shri Sitaram Damle and Shri Purshottam Damle were seized and possessed of and well and sufficiently entitled to ALL THAT piece or parcel of leasehold land admeasuring at or about 346.6 square metres and bearing Survey No. 280 Hissa No. 1 (p) and 281 Hissa No. 1 (p) of Village and Taluka Kurla and C.T.S. numbers 280, 280/1 to 6 of Kurla division IV of village Kurla Taluka Kurla District Mumbai Upanagar along with tenanted structure namely 'Amba Niwas' standing thereon having a total constructed area of 2450 square feet and Municipal Assessment No. L - 1263/194, L-1265/194A and L - 1264 (2)/194AA and standing thereon and bearing N. A. No. 1257/A and Khata No. 20 of A. H. Wadia Trust and lying being and situated at Belgrami Road, Kurla (West), Mumbai - 400 070.

2. By a Deed of Conveyance dated 10th March 1949 and duly registered in the office of the Sub Registrar of Assurances, Mumbai on 10th March 1949 under serial no. 1117/49 the said owners conveyed the said land with structures unto one Smt. Laxmibai Ramchandra Koparde;

3. The said Smt. Laxmibai Ramchandra Koparde died at Mumbai on 16th March 1973 leaving behind her as her heirs her children namely (1) Shri Waman Ramchandra Koparde (2) Shri Eknath Ramchandra Koparde (3) Mrs. Arundhati Tukaram Mirajkar (4) Shri Yashwant Ramchandra Koparde (5) Shri Raghunath Ramchandr Koparde (6) Shri Vibhakar Ramchandra Koparde (7) Shri Ashok Ramchandra Koparde (8) Shri Prafulla Ramchandra Koparde (9) Mrs. Kanchan Bhaskar Gangurde (10) Shri Sunil Ramchandra Koparde and (11) Shri Anil Ramchandra Koparde, all of Mumbai and the said children, being the heirs of the said deceased owner, became seized and possessed of and well and sufficiently entitled to the said land;

4. Of the said heirs/owners, the above named Shri Anil Ramchandra Koparde, by a Deed of Release dated 30th August 1999, released his entire right, title and interest in the said land unto his co-owners and pursuant thereto the said co-owners became seized and possessed of and well and sufficiently entitled to the said land;

5. By a Deed of Conveyance dated 10th October 2002 and duly registered in the office of the Sub-Registrar of Assurances, Kurla on 10th October 2002 under serial number 5710/2002, the said Owners conveyed the said land alongwith the said structure unto the Builders above named at of for the consideration therein mentioned;

6. The Builders, accordingly, became fully seized and possessed of and well and sufficiently entitled to the said land and became fully entitled to develop the said land and made proper arrangements for commencing the construction activities for erecting a multi-storied building on the said land consisting of various residential as well as commercial units as permissible under the provisions of the Development Control Rules and Regulations for the time being in force;

Shri S. C. Jain
Ashok G. Jain.

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7. A copy of the property card of the land under development is hereto annexed and marked as Annexure 'A' and hereto annexed and marked as Annexure 'B' is a copy of the title certificate issued by the advocate of the Builders certifying the title of the Builders to the said land;

8. The Builders have applied for the sanction of the Municipal Corporation of Greater Bombay for the said proposed development and the said authority has sanctioned the building plans submitted by the Builders and has granted to the Builders the said sanction and permission under a letter / intimation of disapproval dated 3rd February 2003 and bearing no. CE/3886/BPES/AL and hereto annexed and marked as Annexure 'C' is a copy of the said sanction / I.O.D.;

9. The Municipal Corporation of Greater Bombay has also issued to the Builders the Commencement Certificate vide dated 29th May 2003 and hereto annexed and marked as Annexure 'D' is a copy of the said Commencement Certificate;

10. The Builders have entered into a standard agreement with Shri Sanjay Ayare, an architect duly registered with the Council of Architects and the Builders have also appointed a duly recognised structural engineer for preparing the structural layout, drawings and designs of the proposed building and the said building proposed to be constructed on the said land shall be completed under their respective professional supervisions ;

11. The Purchaser abovenamed, being desirous of entering into these presents with the Builders, has requested the Owners to give a complete inspection of the entire documents relating to the title of the said land, building plans, structural drawings/designs and other documents as prescribed under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, sales, management and transfer) Act, 1963, and the Owners have given the said inspection to the Purchaser;

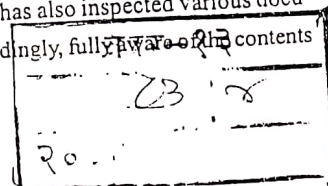
12. Various terms and conditions as may be laid down from time to time by the relevant authorities are necessary to be performed by the Builders while carrying out the above development activities and the Purchaser is aware that only upon the due performance thereof the Builders shall be issued the occupation and completion certificates;

13. The Builders are desirous of selling on what is known as ownership basis various flats and other residential and commercial units in the building proposed to be constructed on the said land and the Builders are executing various agreements for sale with various unit purchasers consisting of terms and conditions similar to those set out hereunder (reserving unto themselves the rights to modify or change the same or any part thereof) and it is also agreed that the said diverse unit Purchaser shall have to form themselves into a Co-operative Housing Society or a limited company or an association of apartment holders as the case may be hereinafter called as 'the ultimate body' ;

14. The Purchaser has inspected the said land and the Purchaser is well acquainted with the state thereof and, as stated hereinabove, the Purchaser has also inspected various documents pertaining to the said land and the Purchaser is, accordingly, fully aware of the contents

Prasanna P. Jain
Ashok G. Jain

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thereof and is/are satisfied of the representations made by the Builders in respect thereof;

15. The Purchaser is/are desirous of acquiring from the Builders a flat/shop/office/~~commercial premises~~ bearing no. 701 situated on the 7th floor of the said proposed building and admeasuring at or about 506 square feet of carpet/~~built up/super built up~~ area at or the consideration and terms and conditions hereunder appearing.

16. Under the provisions of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, sales, management and transfer) Act, 1963, the Builders are required to execute the bellow appearing agreement for sale with the Purchaser/s and cause the same to be duly registered.

NOW THIS AGREEMENT WITNESSETH AS UNDER :

1. The Builders shall commence the development of and construction on the said land and shall construct and complete the said building in accordance with the sanctioned plans. The Builders have kept the said approved plans, structural designs and drawings at the building site and in the office of the Builders for the purpose of inspection. The Builders reserve the absolute right to effect or cause any changes, modifications, additions, alterations and of whatsoever nature to the said approved plans, designs, drawings as may be deemed fit and proper by the Builders and / or as may be required to be effected by the authorities concerned and the Purchaser / s doth / do hereby irrevocably grant the consent for the same provided however that the Builders shall be required to obtain the prior written consent of the Purchaser / s in respect of only such variations or modification as would affect the area of the said premises agreed to be purchased by the Purchaser / s.

2. The Purchaser, prior to the execution hereof, has / have fully satisfied himself / herself / themselves of the title of the Builders and the Purchaser shall not be at a liberty to investigate the same and the rights, powers and authority of the Builders and no requisitions or objections shall be raised on any matter relating thereto or howsoever in connection therewith.

3. The Builders are constructing a multi-storied building on the said land fully and more particularly described in the schedule hereunder and the said building is in the process of being constructed in accordance with the sanctioned plans. The Builders shall have all the rights and liberties to make any changes, alterations and / or modifications to the said sanctioned plans as may be deemed fit and proper and / or as may be required by the concerned authorities and the Purchaser accord/s his / her / their consent to the same subject however to the condition that any such change in the existing building plans as would affect the area of the premises being agreed to be sold to the Purchaser hereunder, such change shall not be effected without the prior written consent form the Purchaser.

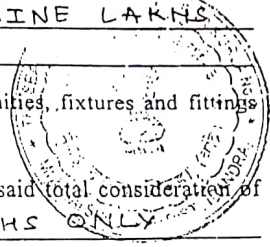
4. The Builders hereby agree to sell to the Purchaser and the Purchaser hereby agrees to acquire from the Builders flat / ~~shop/ commercial premises~~ bearing no. 701 situated on the 7th floor of the building to be situated on the said land and admeasuring at or about 506 square feet of carpet/~~built up/~~

--- 4 ---
Attested by
ASHOK G. JAIN

63	4
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~~present~~ ~~with~~ ~~up~~ ~~here~~ ~~hereto~~ ~~collectively~~ ~~called~~ ~~and~~ ~~referred~~ ~~to~~ ~~as~~ ~~'the~~ ~~said~~ ~~presents'~~ and more particularly shown surrounded in blue ink on the plan hereto annexed and marked as Annexure 'G' on what is known as 'ownership basis' at or for the price or consideration of Rs. 9,00,000/- = /- (Rupees NINE LAKHS ONLY)

 only) inclusive of the costs of amenities, fixtures and fittings described hereunder.



5. The Purchaser shall pay to the Builders the aforesaid ~~total consideration of~~ Rs. 9,00,000/- /- (Rupees NINE LAKHS ONLY) only) in the following manner and installments :-

- | | |
|---|----------------------------------|
| (a) 12% i.e. at the time of the execution of these presents as earnest money. | Rs. <u>9,00,000/-</u> = |
| (b) 6% on completion of the first slab | Rs. <u> </u> /- |
| (c) 6% on completion of the second slab | Rs. <u> </u> /- |
| (d) 6% on completion of the third slab | Rs. <u> </u> /- |
| (e) 6% on completion of the fourth slab | Rs. <u> </u> /- |
| (f) 6% on completion of the fifth slab | Rs. <u> </u> /- |
| (g) 6% on completion of the sixth slab | Rs. <u> </u> /- |
| (h) 6% on completion of the seventh slab | Rs. <u> </u> /- |
| (i) 6% on completion of the eighth slab | Rs. <u> </u> /- |
| (j) 10% on completion of the brickwork | Rs. <u> </u> /- |
| (k) 10% on completion of the plastering | Rs. <u> </u> /- |
| (l) 10% on completion of internal fittings | Rs. <u> </u> /- |
| (m) 10% at the time of taking possession | Rs. <u> </u> /- |

TOTAL :- Rs. 9,00,000/-

6. The Purchaser shall be, immediately on the execution hereof, responsible to lodge these presents for registration in the office of the Sub - Registrar of Assurances and shall forthwith thereafter intimate to the Builders of the same and shall furnish a copy of the registration receipt so as to enable the Builders to admit the execution hereof before the said authorities. Any consequences arising out of non performance of the instant clause shall be of the detriment of the Purchaser and the Builders shall forever be absolved of the same.

7. The responsibility for the payment of the necessary stamp duty and registration charges alongwith any increases, penalties etc., levied on these presents shall be that of the Purchaser and the Builders shall not be responsible to bear and pay the same or any part thereof.

 of the Purchaser
 or any part thereof.
B E
Ro

Abhishek P. Jain
Ashok G. Jain

The Purchaser shall pay the above said instalments / amounts on the respective due dates / events without fail or any delay, the time of making the said payment being the essence of the contract. The Builders shall cause a written intimation to be forwarded to the Purchaser by Under Certificate of Posting at the belowmentioned address of the Purchaser of the completion of each of the above stages of construction and thereby call upon the Purchaser to pay the corresponding instalment of the said consideration due thereof. The Purchaser shall be liable to pay the corresponding instalment / part consideration to the Builders at the above address of the Builders within a period of seven days of the receipt by the Purchaser of the said intimation or within seven days of the date of the said posting of the said intimation by the Builders, whichever occurs earlier. The Builders shall retain them the original certificate issued by their architects of the completion of the said respective stages and the Purchaser shall be entitled to have an inspection thereof at the above address of the Builders and the Purchaser shall not dispute the contents thereof and the same shall be binding on the Purchaser. It is agreed that the non delivery or loss of the said letter of intimation in postal transit shall not be treated as an excuse for not making the payment of the corresponding instalment, the time being the essence of the contract.

9. The Purchaser agrees that the aforesaid purchase price / consideration based on / calculated in accordance with the or with reference to the presently (i.e. as on September 2003) ruling market prices of the essential construction materials such as cement, steel, bricks, sand and wood as well as of the amenities to be provided in the said premises and also of the wages and other emoluments and expenses to be incurred by the Builders. It is agreed that if there is more than 10% increase in the market prices of the said materials and other expenses described above, owing to whatsoever reason including inflation, the Builders shall be at a liberty to unilaterally increase, escalate or raise the aforesaid price or consideration keeping in view the said increases as the Builders may in their absolute discretion deem fit and proper and the Purchaser hereby accord unconditional consent for the same and such revised or escalated price shall be construed of and be binding as if originally agreed and the aboveresferred instalments shall be deemed to have been revised and be payable, accordingly, in proportion. The certificate issued by the architects to the effect that the prices of the aboveresferred materials have increased to the above extent shall be unconditionally binding on the Purchaser.

10. The Builders declare that the Floor Space Index available, at present, in respect of the said land is of 601 square metres and no part thereof has been utilised by the Builders elsewhere for any purposes whatsoever, if any additional Floor Space Index becomes available in respect of the said land or if any part of the present Floor Space Index is not consumed, the same shall belong absolutely to the Builders till the registration of the Co-operative Housing Society or the Association of Apartment Owners, as the case may be. It is agreed that after the registration of the said ultimate body the residual Floor Space index shall belong to the same.

Chisralal P. Jain
A S W K G. Jain

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parking areas remaining unhold at the time of the incorporation of the said ultimate body.

(h) the Builders may construct terrace flats on the upper floors of the said building and the Purchasers of such terrace flats shall be fully entitled to the exclusive use and occupation of the terraces allotted in respect of the said terrace flats. The said terraces adjoining the said terrace flats shall not be claimed by the Purchaser or the ultimate body and neither the Purchaser nor any member of the ultimate body shall claim any right to have any access to the said terraces and the same shall always belong to the said respective terrace flat purchasers.

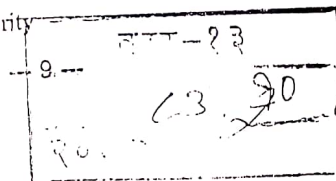
15. The Purchaser confirm/s that the installments payable by the Purchaser under these presents shall be paid on the respective due dates / events without any delays. In the event of the Purchaser committing any delay in making payment of the same as agreed, this agreement shall automatically stand terminated AND the amount of the earnest money and all other payments made by the Purchaser to the Builders shall stand forfeited AND the Purchaser shall not be entitled to claim any right, title or interest in the premises hereunder agreed to be sold AND the Builders shall be entitled to sell and transfer the said premises to any other Purchaser/s and the Purchaser shall not have any claim in respect thereof of whatsoever nature.

16. Subject to the performance of the terms and conditions hereof and subject to the payment by the Purchaser to the Builders of all the amounts due under these presents, the Developers shall put the Purchaser in possession of the said premises on or before the 30th day of November 2004.

17. It is agreed and understood by the Purchaser that in the event of the Builders failing to give the possession of the said premises to the Purchaser on or before the aforesaid date on account of any reasons beyond the control of the Builders or their agents as per the provisions of Section 8 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, sales, management and transfer) Act., 1963, the Builders shall be liable to refund to the Purchaser the, on a demand being made, all the amounts received by the Builders from the Purchaser with interest. The parties hereto may, instead, refer the said dispute for a decision to the competent authority who will act as arbitrators as envisaged under the provision of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sales, management and transfer) Act, 1963 and till the said amounts along with the interest thereon are fully repaid, the same shall always remain to be a charge on the said land (subject however to the prior charges), it is agreed that the Builders shall be entitled to reasonable extensions of the period of completion if the said delay is on account of the following causes :-

- (a) non availability of steel, cement, other building materials, water or electric supply
- (b) war, civil commotion and act of God
- (c) any notice, order, rules, notifications of the Government and / or other public or competent authority

Abhishek P. Jain
Ashok G. Jain

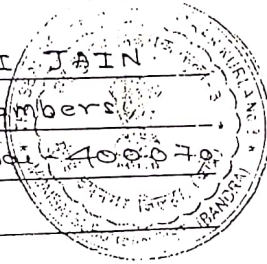


50. All letters, intimations, notices and communications shall be despatched by Under Certificate of Posting to the Purchaser by the Builders at the belowmentioned address of the Purchaser and the proof of the said certificate of posting shall effectively discharge the Builders of their liability in that behalf:-

SHRI GHISULAL PUNAMCHANDJI JAIN

R.N 2, 1st floor, Rajasthan Chambers

New Mill Road, Kurla (w), Mumbai - 400 070



51. The Purchaser shall not, without any reasonable grounds, dispute the performance of these presents by the Builders and prior to raising any such dispute the Purchaser shall cause a written notice of four weeks to be served upon the Builders calling upon the Builders to effect the due performance.

52. The Purchaser is aware that these presents have been entered into on the basis of the and in light of the statutory provisions prevailing on the day of the execution hereof and the Builders shall be absolved of any responsibility of whatsoever nature if the performance of any of the terms or conditions hereof becomes impossible on account of any change in the existing statutes and regulations or owing to promulgation of new statutes and regulations.

53. The said ultimate body shall be subjected to the control of the Builders so far as unsold flats or other units the said building are concerned and any rule, bye law or resolution made by the said body to the detriment of the Builders shall not operate as against the Builders in any manner whatsoever.

54. The Purchaser Shall not perform any acts, deeds, matters and things of whatsoever nature which may result in increasing any financial or other liabilities on the Builders and the Builders shall not be responsible for any such activities of whatsoever nature carried on by the Purchaser in the said premises or the said land

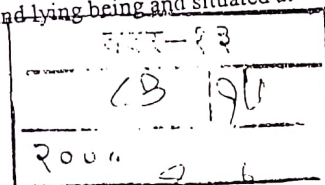
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written

SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of leasehold land admeasuring at or about 346.6 square meters and bearing C.T.S numbers 280, 280/1 to 6 of Kurla division IV of village Kurla Taluka Kurla District Mumbai Upanagare alongwith tenanted structure namely 'Amba Niwas' standing thereon having a total constructed area of 2450 square feet and Municipal Assessment No. L-1263/194, L-1264/194A and L-1264 (2)/194AA and standing thereon and bearing N.A. No. 1257/A and Khata No. 20 of A. H. Wadia Trust and lying being and situated at Belgrami Road, Kurla (West), Mumbai - 400 070

--- 16 ---

Ghisulal P. Jain
Ashok G. Jain



ANNA SARPOTDAR
ADVOCATE & SOLICITOR

Exhibit 'B'

Off. : C-1, Siddhva Mahal,
Belgrami Road, Kurla (W),
Mumbai - 400 070.
Tel. : 2650 2964

Resi. : 3A, Poplar House,
Edenwoods, Pokhian No. II,
Thane - 400 601.
Tel. : 2589 1746

anna.sarpotdar@vsnl.com



TITLE CERTIFICATE

Re. :- ALL THAT Piece or parcel of leasehold land admeasuring at or about **346.60 square meters** and bearing Survey No. 280 Hissa No. 1 (p) and 281 Hissa No. 1 (p) of Village and Taluka Kurla and C.T.S. numbers 280, 280/1 to 6 of Kurla Division IV of Village Kurla Taluka Kurla District Bombay Suburban ALONGWITH structure namely 'Amba Niwas' standing thereon having a total constructed area of 2450 square feet and Municipal Assessment No. L- 1263/194, L-1264/194A and L- 1264 (2)/194AA and standing thereon and bearing N. A. No. 1257/A and Khata No. 20 of A. H. Wadla Trust and lying being and situate at Belgrami Road, Kurla (West), Mumbai - 400 070.

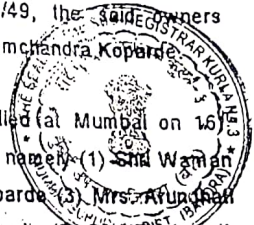
TO WHOMSOEVER IT MAY CONCERN

This is to certify that under the instructions of the landowners Messrs Sanghvi & Sawla Enterprises I have investigated their title to the captioned land. I have perused/inspected the necessary original documents. I have also carried out a detailed search of the records of the Sub Registrar of Assurances, Mumbai and Bandra and I have not found any document affecting the title of the landowners.

The said land, prior to 10th March 1949, belonged jointly to Shri Sitaram Damle and Shri Purshottam Damle by a Deed of Conveyance dated 10th March 1949 and duly registered in the office of the Sub Registrar of Assurances,

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Mumbai on 10th March 1949 under serial no. 1117/49, the said owners conveyed/assured the said land unto one Smt. Laxmibai Ramchandra Koparde.



The said Smt. Laxmibai Ramchandra Koparde died at Mumbai on 16th March 1973 leaving behind her as her heirs her children named (1) Smt. Waman Ramchandra Koparde (2) Shri Eknath Ramchandra Koparde (3) Mrs. Atun Ramchandra Mirajkar (4) Shri Yashwant Ramchandra Koparde (5) Shri Raghunath Ramchandra Koparde (6) Shri Vibhakar Ramchandra Koperde (7) Shri Ashok Ramchandra Koparde (8) Shri Prafulla Ramchandra Koparde (9) Mrs. Kanchan Bhaskar Gangurde (10) Shri Sunil Ramchandra Koparde and (11) Shri Anil Ramchandra Koparde who jointly became seized and possessed of and well and lawfully entitled to the said land. The abovenamed Shri Anil Ramchandra Koparde, by a Gift Deed dated 30th August 1999 and duly registered in the office of the Sub Registrar of Assurances, Mumbai under serial No. BBJ/ 5772/ 1999, gifted and released his entire right, title and interest in the said land unto his said co-owners and pursuant thereto the said co-owners jointly became absolute owners of the said land.

By a Deed of Conveyance dated 10th October 2002 and duly registered in the office of the Sub Registrar of Assurances, Kurla on 10th October 2002 under serial no.5710/2002 the said Owners conveyed the said land unto the abovenamed builders Messrs Sanghvi & Sawla Enterprises and pursuant thereto the said firm became absolute owner of the said land. The said land has been duly transferred in the name of the said firm in the relevant city survey and land records.

The said firm of builders submitted building plans for developing the said land and the Municipal Corporation of Greater Mumbai has sanctioned the same vide IOD No. CE / 3885 / BPES / AL dated 3rd February 2003 and has also issued the Commencement Certificate dated 29th May 2003.

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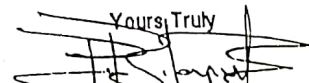
PRASEENA SARPOTDAR
ADVOCATE & SOLICITOR

Off. : C-1, Siddha Mahal,
Belgrami Road, Kurla (W),
Mumbai - 400 070.
Tel. : 2650-2964



Thus, in my humble opinion, the abovenamed landowner firm has the necessary rights to develop the said land and has a clear, marketable and unencumbered title thereto.

This certificate is issued at Mumbai on this 28th day of September 2003.

Yours Truly

Praseena Sarpotdar.

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Form 10 (10/11/2007)

346

This I.O.D. is issued subject to compliance of provisions of U.L. (CGR) Act, 1978.

Exhibit-'c'

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

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

CE/3885/EPEE/AL

No. E.B./CE/

BS/A

3 FEB 2003 of 200



MEMORANDUM

Municipal Office,

Mumbai

shri Sureshkumar Jain, GEAs to Sanghvi & Savla Enterprises

With reference to your Notice, letter No. 4745 dated 6.1.2003... 200 and delivered on ... 200 and the plans, Sections Specifications and Description and further particulars and ... proposed, CTS Nos. 280, 280/1-5, Balgram Road, Kurla (W) ... furnished ... your letter, dated ... 200 ... 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 Mumbai Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

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

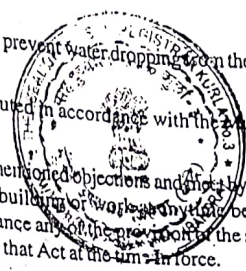
- That the commencement certificate, under Sec. 44(1)(a) of the M.R. & T.P. Act will not be obtained before starting the proposed work.
- That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing 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).
- That the low lying plot will not be filled upto reduced level of atleast 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 towards road side before starting the work.
- That the specifications for layout/D.P./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.
- That the Licensed Structural Engineer will not be appointed and his supervision memo as per appendix XI Regulation 5(3)(ix) will not be submitted by him.
- That the structural design and calculations for the proposed work considering seismic forces as per I.S. Code Nos. 1893 & 4326 and for existing building showing adequacy thereof to take up additional load will not be submitted by him.
- 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.L.I.R before applying for C.C.
- 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.
- That the indemnity Bond indemnifying the Corporation for damages, risk, accidents etc. to the occupants and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.

Handwritten signature and date: 13 FEB 2003

That proper gutters and down pipes are not intended to be put to prevent water dripping from the leaves on the public street.

That the drainage work generally is not intended to be executed in accordance with the Municipal Act or otherwise you will be at liberty to proceed with the said building or works at any time before the day of 2 FEB 2008, but not so as to contravene any of the provisions of the said Act, 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, Efr Words.

SPECIAL INSTRUCTIONS

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
 - (2) Under Section 68 of the Mumbai Municipal Corporation Act, as amended, the Municipal Commissioner for Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and responsibilities 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 levels :-
 - "Every person who shall erect as new domestic building shall cause the same to be built so that every part of it shall be-
 - (a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which such building can be connected with the sewer than 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
 - (c) Not less than 92 ft. () 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 tax is required to give notice of erection of a new building or occupation of building which has been vacant, to the Collector, 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 revised under Section 167 of the Act, from the earliest possible date in the current year in which the 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 necessity of submitting occupation tax with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to issue 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 353 of the Mumbai Municipal 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 Suburbs 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.
- Your attention is drawn to the notes accompanying this Intimation of Disapproval.

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MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE/3885/BPES/AL

3 FEB 2003

- That the existing structure proposed to be demolished will not be demolished or necessary phase
- 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 revalidated will not be submitted before C.C.
- That the extra water and sewerage charges will not be paid to Asst. Engineer, Water Works, 'L' Ward
- That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
- That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & NOC from Tree Authority will not be obtained.
- 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.
- That this office will not be intimated in prescribed proforma for checking the open spaces & building dimensions as soon as the work upto plinth is completed.
- That the clearance certificate from Assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
- That the requirement of bye law 4(c) will not be complied with before starting the drainage work & in case Municipal sewer is not laid, the drainage work will not be carried out as per the requirement of Executive Engineer (Sewerage Project). Planning & completion certificate from him will not be submitted.
- That the copy of Intimation of Disapproval conditions & other layout or sub-division conditions imposed by the Corporation in connection with the development at site shall not be given to the would be purchaser and also displayed at site.
- 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 of work.
- That the development charges as per M.R.T.P. (Amendment) Act 1992 will not be paid.
- That the carriage entrance shall not be provided before starting the work.
- That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.L. shall not be submitted before asking for C.C.
- That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on site before starting the work.
- That the documentary evidence regarding ownership, area & boundaries of holding is not produced by way of extracts from the District Inspector of Land Records, extracts from City Survey Record and conveyance deed etc.
- That separate P.R. Cards for road, etc. exhibiting area in words & figures will not be submitted.
- 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.
- That the registered undertaking agreeing to form Co-op. Housing Society will not be submitted before starting the work.
- That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
- That the proposal will contravene the section 251(A)(A) of the Mumbai Municipal Corporation Act.
- That the remarks from Asst. Engineer, Water Works regarding location, size, capacity 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.
- 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 to grant commencement certificate.
- That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
- That the N.O.C. from Insecticide Officer shall not be submitted.

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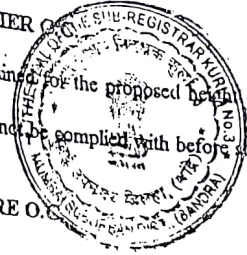
MUNICIPAL CORPORATION OF GREATER MUMBAI
No: CE/3885/BPES/AL

3 FEB 2003

That the board mentioning the name of architect / owner shall not be displayed on site.

CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER

- That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
- 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.



GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

- That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, overhead tank, etc. for maternity home/nursing home user will not be provided and the drainage systems or the residential part of the building will not be affected.
- That some of the drains will not be laid internally with C.I. pipes of adequate size.
- That the conditions mentioned in the clearance 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.
- That the dust bin will not be provided as per C.E's circular No. CE/9296/11 of 26.6.1978.
- That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- That 100" wide paved pathway upto staircase will not be provided.
- 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 obtaining the B.C.C. whichever is earlier.
- 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.
- That the parking spaces shall not be provided as per D.C. Regulation No.36.
- That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewells 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.
- That the certificate to the effect that the licensed surveyor has effectively supervised the work & has carried out tests for checking leakages through sanitary blocks, terraces, fixtures, joints in drainage pipes etc. & that the workmanship is found very satisfactory shall not be submitted.
- That three sets of plans mounted on canvas will not be submitted.
- That the certificate from Lift Inspector regarding satisfactory installation & operation of lift will not be submitted.
- That the federation of flat owners of the sub-division/layout for construction & maintenance of the infrastructure will not be formed.

बदल-१३
13/3E
20-08

5000 (Gen-520:15.9.99) DyChE c2

VALID UPTO

1 MAY 2004

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM "A"

Exhibit D

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

No. CEI 3885 /BPES/AL
COMMENCEMENT CERTIFICATE



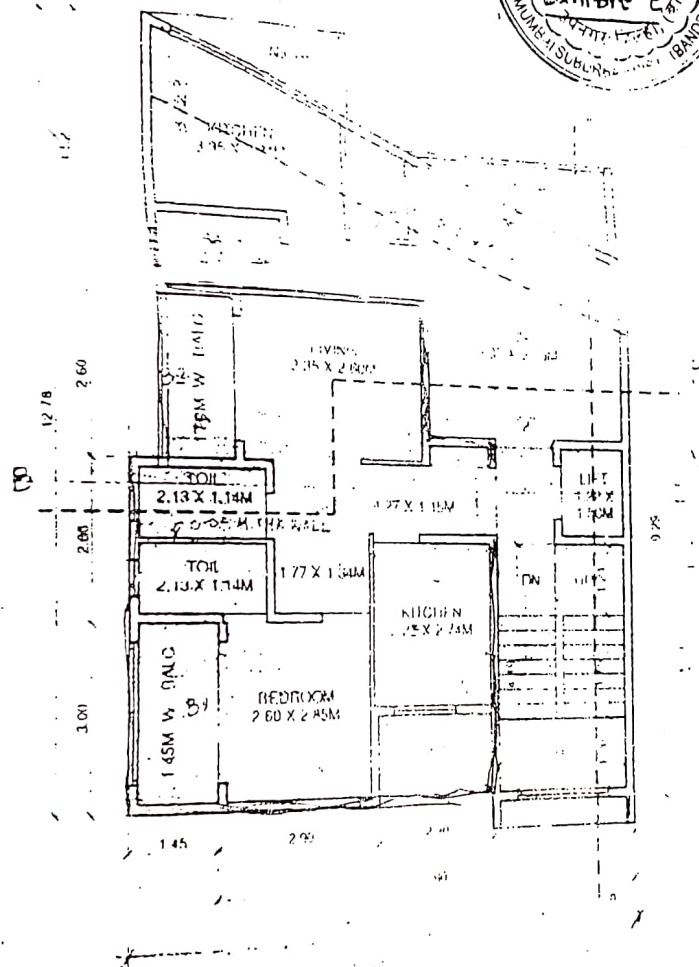
To: Suresh Kumar Jain

With reference to your application No. 725 dated 5/1/03
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. 280 280/1-6 Divn/Village/Town Planning Scheme No. Kurla
located at Road/Street Belgrami Road Kurla Ward L
a 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 bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if :
 - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.

...2/-

217-83
13/03
2004



TYP. FLR. PLAN (1ST TO 7TH FLR.)
scale : 1:100

बंदर-१३
13/04
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नोटणीपूर्व गोपवारा

क्र.	विषयक विवरण	करारनामा
१)	मोवदला	रु. 900,000.00
२)	बाजारभाव (भाडेपरतव्याकरा वावतीत वटटफार आकारको दस्ता की परतदार ते नमूद कराव)	रु. 1,006,918.00
३)	बाजारभावप्रमाणे मुदाक शुल्क	रु. 34100.00
४)	बाजारभावप्रमाणे नोटणी फी	रु. 10069.18
५)	दस्ता निष्पादित केल्याचा	03/11/2004

सूचना

- 1) ही माहिती पत्रकारांनी साक्षात्कृत केलेल्या इनपुट फॉर्मवर आधारित आहे.
- 2) दस्ताची माहिती सगणकावर घेण्यात आली याचा अर्थ नसत नोटणीसाठी स्वीकारला असा नाही दुय्यम विवेकक दस्ता नमूद शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करू शकतात
- 3) बदल/दुरुस्त्या कराव्यात.
- 4) क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही

१) नोटणी संख्या
२) नोटणी दिनांक

(1) सिटीएस क्र: 280

३) नोटणीचे स्थान

(1) वनन विभागाने नमूद कुली ३ उपविभागाचे भाव 108/517 मुद्दाम: लाल बहादूर शास्त्री मार्गाच्या पुढेकडील गावाचा सर्व भूभाग. सादर मिळकत सि.टी.एस. नंबर - 280 मध्ये आहे. --सदनिका क्र 701, 7 वा मजला, अमृत अपार्ट गणेशवाग वेलगामी रोड कुली प मुं 70 सीटीएस न 280, 280/1ते 6

४) नोटणीचे क्षेत्रफळ

(1) धोवीय मिळकतीचे क्षेत्रफळ 56.41 चौ.मी. आहे.

५) नोटणीचे मालक

(1) जयंत पावटलासा सावला हे मं संधवी अॅड सावला एन्टरप्रायझेसचे भागीदार - : घर/फ्लॅट नं: गल्ली/रस्ता: - : ईमारतीचे नाव: ए 21, छाडवा नगर, एच पी के गाव कुली प मुं 70; ईमारत नं: - : पेट/वसाहत: - : शहर/गाव: - : तालुका: - : पिन: - : पॅन नमबर: एएटीएफएस 0553 आर.

६) नोटणीचे मालक

(1) वीसुलाल पुनमवतजी जैन - : घर/फ्लॅट नं: - : गल्ली/रस्ता: - : ईमारतीचे नाव: एम नं 2, 1 मजला, राजस्थान बंधुते न्यु मिल रोड ; ईमारत नं: - : पेट/वसाहत: - : शहर/गाव: कुली प: सादर - : पिन: 60; पॅन नमबर: एएएसीजे 4854 ई.
(2) असाककुमार वीरकुलजी जैन - : घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: - : ईमारतीचे नाव: ईमारत नं - : पेट/वसाहत: - : शहर/गाव: - : तालुका: - : पिन: - : पॅन नमबर: एएएसीजे 4853 जे.

७) नोटणीचे मालक

पूर्व नोटणी गोपवारा तपासून माहिला तो बराबर आहे/त्याच्यात नमूद केलेले बदल/दुरुस्त्या कराव्यात.

ऑपरेटर ची स्वाक्षरी

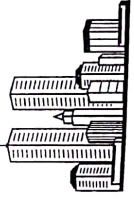
Chisval P. Jain
(पक्षकाराची स्वाक्षरी)

नोटणी मालकांना इनपुट फॉर्म प्रमाणे आहे व याचा मेल मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

नोटणी मालकांची स्वाक्षरी

बदल-१३
324
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SANGHVI & SAWLA ENTERPRISES

Builders & Developers

198, Sawla Sadan, Belgrami Road,
Kurla (West), Mumbai - 400 070.
Tel.: 650 0645, 650 6786

LETTER OF POSSESSION Telefax : 650 4678

To,
Shri Ashokkumar Ghisulal Jain & Others
Kurla(W), Mumbai -400 070

Dear Sir/Madam,

Re: Flat No. 702, Seventh Floor, Sanghvi Coop. Hsg. Society (Sanghvi Palace), Ganesh Baugh, Belgrami Road, Kurla(W), Mumbai- 400 070.
C.T.S. No. 280, 280/1 to 6

Please find herewith Quite, Vacant & Peaceful Possession of the above Premises as per Agreement dated 03/11/2004 under Registration No. BDR13/84 /2004 dated 04/11/2004

Kindly note that you will have to pay Proportionate Municipal Taxes, Assessment & Ad-hoc maintenance charges (Water, Electricity, Watchmen Salary, Lift etc.) in respect of the said Premises from the date of the possession.

Please note that the said Flat/Premises are constructed in accordance to the sanctioned Plan and the responsibility for any addition/alteration effected hereafter shall belong to you.

Kindly confirm the handing over of Possession of premises by signing on duplicate of this letter & oblige.

Thanking you .

Yours faithfully,

I/We Confirm

For Sanghvi and Sawla Enterprises.

Ashok G. Jain
(Purchaser/s)

Shankar P. Sarda
Partner