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(18)

AGREEMENT FOR SALE

SHANTI APARTMENT

Fatehbaug, Poisar, S. V. Road,
Kandivli (West), Mumbai - 400 067, INDIA.

Tel. : 805 8880

C. T. DEVELOPERS

BUILDERS & DEVELOPERS

AGREEMENT FOR SALE

FLAT / OFFICE / GARAGE
OPEN OR CLOSE CAR PARKING

NO. 603 ON 6TH FLOOR — WING

(वि. नि. समुदा. क्र.) (Fin R. Form No. 1)

M. M. R. D. A.
MUMBAI

सर्वसा ११३मई
Gen 113 m.e.

CASE NO.

COUNTER CODE

DATE: 24/12/2001 RECEIPT NO.: 8

मूळ प्रत
ORIGINAL COPY

(अहस्तातरणीय)
(NOT TRANSFERABLE)

शेका म (रक) १६८

DELIVERED

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place
MUMBAI

दिनांक/Date
24/12/2001

DELIVERED

Received from MR. JANAK N. RAJIA
यांच्याकडून/

₹ /Rs. ६७,६५.०० रुपये/Rupees
sixty seven thousand seven hundred fifty ONLY


On account of 102-1011 **DELIVERED**

याकरिता मिळाले

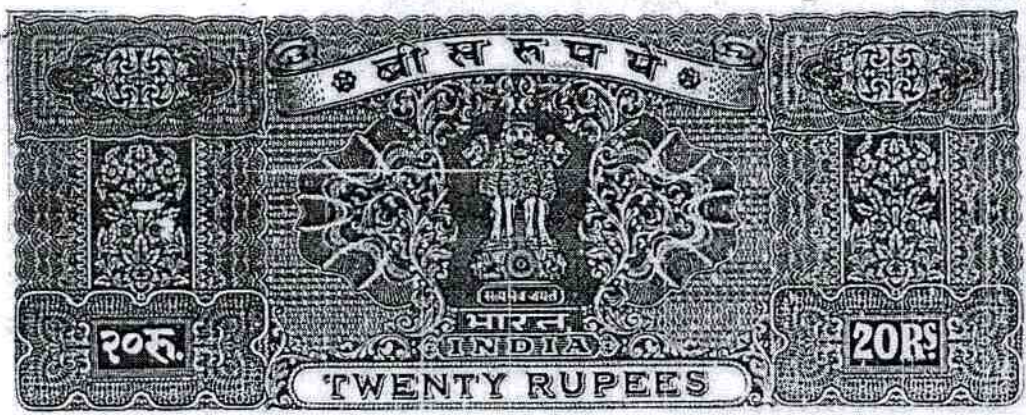
Centre of Payment OF INDIA DEPT. CENTRAL BANK OF INDIA (CBI)
ADJUSTED ON 26/12/2001

रोखपाल व लेखपाल
Cashier or Accountant

DELIVERED


(सही/Signature)
(पदनाम/Designation)
Superintendent of Stamps
Mumbai

20 Rs.



चिफको क्र. 111
 रक्कम 35
 दिनांक 22 APR 2003
 सचिवालय/सो. प्रबन्धी
 स. व. रोड, पोसर, कान्दिवली (प.प.)
 मुंबई - 400 067.
 मुद्रांक विभाग

LETTER OF ALLOTMENT

To,
 Janak N. Paleja,
 603, Shanti Apts,
 Fatehbaug, Poisar, Opp. Telephone Exchange,
 Kandivli (W), Mumbai -400 067.

Dear Sir,

Ref:- Allotment of Parking space No. 15 on ground floor in connection with your flat No. 603 in building SHANTI APARTMENTS, Fatehbaug, Poisar, Opp. Telephone Exchange, Kandivli (W), Mumbai -400 067, constructed on building No.4, on plot bearing C.T.S. No. 209, 211, 212 & 213 of Village Poisar, S.V.Road, Kandivli (West), Mumbai.

THIS is to confirm and record that we have agreed to sell to you and you have agreed to purchase a stilt parking space No. 15 on ground floor of building SHANTI APARTMENTS, Fatehbaug, Poisar, Opp. Telephone Exchange, Kandivli (W), Mumbai - 400 067 of Rs. 25,000/- (Rupees Twenty five thousand only) vide Cheque No. 114967 dated 08-10-02 drawn on Rupee Co-Op. Bank Ltd., Thane (West).

: 2 :

on exclusive of all other deposits, registration, legal charges, stamp duty and cost of formation of Co-Operative Society etc., Stilt Parking space allotted only for parking purpose.

Mumbai :

This 22nd day of April, 2003.

Yours faithfully,
For C.T.DEVELOPERS,


AUTHORISED SIGNATORY.

We confirm,

Purchaser

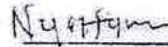
Janak N. Paleja,

603, Shanti Apts, Fatejibaug, Poisar, Opp. Telephone Exchange,
Kandivli (W), Mumbai -400 067.



Witness :

Mr. Narottam Thakkar



We say received

Rs. 25,000/-

For C.T.DEVELOPERS,


AUTHORISED SIGNATORY.

Share Certificate No. 030

Member's Register Folio No.

No. of Shares 5

SHARE CERTIFICATE

Flat/Spot No. 603

NEW SHANTI CO-OPERATIVE HOUSING SOCIETY LTD.

CTS No. 209,211,212,213, Poisar Village, S. V. Road, Kandivali (W), Mumbai - 400 067.
(Registered under the Maharashtra Co-operative Society Act, 1960.)
Reg. No. : MUM/W-R/HSG/TC/12063/2003-2004

This is to Certify that Sbrt/Smt. Mrs. / PALEJA JANAK NARANDAS
2 MRS. SUDHA JANAK PALEJA.
3 _____

is the Registered Holder of **FIVE** fully paid-up Shares of Rupees **FIFTY** each numbered from 146 to 150 Both inclusive, in

NEW SHANTI CO-OPERATIVE HOUSING SOCIETY LTD.

subject to the Bye-Laws of the said Society.



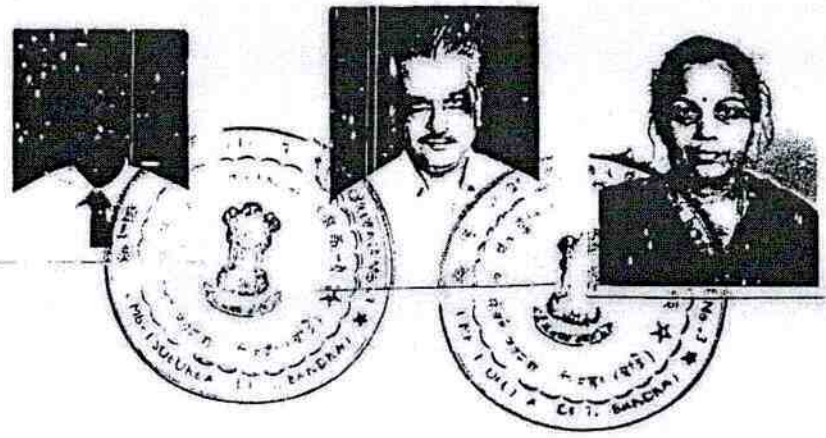
Given under the common Seal of the said Society at

Mumbai this 21st day of March 2004

[Signature]
Mg. C. Member

[Signature]
Secretary Chairman

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R.N. 2

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This Agreement for Sale is made on this 26TH day of Dec. 2001 .between M/s. C. T. Developers a Partnership Firm, registered under Indian Partnership Act, having its registered office at Fatehbaug, Poisar, S.V. Road, Kandivali (West), Mumbai 400 067 hereinafter called "the Developers" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include the partner or partners, for the time being of the said Firm his or their respective legal heirs, executors and administrators) of the one part.

And

MR / MS / MRS. PALEJA JANAK NARANDAS
MRS : SUDHA JANAK PALEJA

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Indian Inhabitant hereinafter called "the Purchaser" (which expression shall unless, it be repugnant to the context or meaning thereof, mean and include his / her or their respective legal heirs, executors and administrators) of the Second part.

GENERAL STAMP OFFICE
EXTENDED SALES COUNTER
MUMBAI BLDG. BANDRA (E)
MUMBAI - 400 051
MAHARASHTRA

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24/12/2001
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DY. SUPERINTENDENT OF STAMPS
BANDRA.

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WHEREAS:

- I. By an Indenture of Lease made and entered into at Bombay on 25th October 1960, between Sakarbai Naraindas Joshi widow of, Naraindas laxmidas Joshi of Bombay, Hindu Inhabitant, referred to therein as the Lessor, of the One Part and one Ramuji Kaniramji Bhagat of Bombay referred to, therein as Lessee, the said Sakarbai Neraindas Joshi who was seized and possessed of, or otherwise well and sufficiently entitled to all the piece and parcel of land, or ground situate bring and being at Fateh Baug, Poisar, Ghodbunder Road, Bombay and more particularly described in the Schedule, annexed to the said Agreement granted to the said Ramuji Kaniramji Bhagat a Lease of the said land on terms and conditions contained in the said Indenture of Lease Dated 25th October, 1960 for the purpose of construction of building incidental thereto and in consideration of, the rents thereby reserved and on the covenants and Agreements contained in the said Indenture of Lease and agreed to be observed and performed, for a period of 99 years, computed from the 1st date of November, 1960 on payment of yearly rent as mentioned in the said indenture of Lease.
- II. The said Indenture of Lease, was duly lodged for registration on 25th October 1960 and was registered under No.8089 of 1960, of Book No.1, Dated 2nd April, 1982, under Serial No BOW/ 58089/9/1960.
- III. After the said Indenture of Lease, the said Ramuji Kaniramji Bhagat, sought to construct two Structures, on portions of the said plot of land.
- IV. The said Ramuji Kaniramji Bhagat, was not able to complete, the said two Structures.
- V. Pursuant to the negotiations, that were carried on between the said Ramuji Kaniramji Bhagat and Shri Chaturbuj N. Chhabria (hereinafter referred to as Mr. Chhabria) or about the Month of March 1964, the said Ramuji Kaniramji Bhagat agreed to transfer, in favour of Mr. Chhabria, the said two incomplete



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Structures along with the right, title and interest in the said Leasehold land, to Mr.Chhabria, at and for the consideration provided for therein.

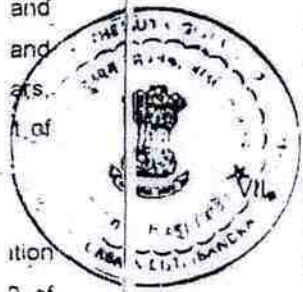
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VI. By an Indenture made at Bombay, on or about the 3rd March 1964, between the said Ramuji Kaniramji Bhagat described therein, as the Vendor and Mr. Chhabria therein as the Purchaser, the said Ramuji Kaniramji Bhagat, conveyed, assigned and transferred to Mr. Chhabria the said incomplete Structures, standing on the said plot of land, along with the right, title and interest in the said land described, in the Schedule annexed to the said Indenture Dated 3rd March 1964, for the consideration, mentioned therein, along with the right, title and interest in the said Lease hold land, in respect of the Lease Dated 25th October 1960, but subject to each and every provisions of the said Indenture of Lease. The said Deed of Conveyance was, duly registered with the Registrar of Assurances, on or about 25th October 1960.

Pursuant to the negotiations, carried on between Mr. Chhabria and the said Sakarbai widow of Naraindas Laxmidas Joshi, in or about the beginning of May 1964, the said Sakarbai at the request of Mr.Chhabria accepted the said Assignment of Lease of Land, executed in favour of Mr.Chhabria, by the said Ramuji Kaniramji Bhagat and further agreed to, vary certain terms of the said Lease Dated 26th October 1960.

VIII. The terms and conditions on which, the said Sakarbai agreed to accept, the said Assignment of Lease of the said land executed, in favour of Mr.Chhabria and to vary certain terms, of the said Lease Dated 25th October 1960, were recorded in an Agreement made and entered into at Bombay, on the 19th day of May, 1964 between the said Sakarbai widow of Naraindas Laxmidas Joshi, referred to therein as the Lessor and Mr. Chhabria, referred to therein as the Lessee.

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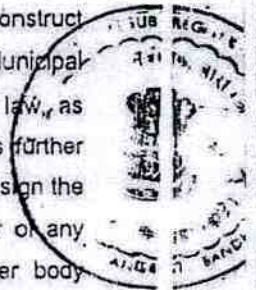


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- IX. Under the terms of the said Agreement Dated 9th May 1964, Mr. Chhabria was permitted to and was entitled to construct Structures, of any nature including Residential Building, Shops, Garages or any other Structures and to sell same to Societies, Limited Companies, or any persons on Ownership basis, the entire Structure or individual Shops, Flats, Blocks, Garages or Rooms or Tenements, or any other Units and also to rent out the same, on Tenancy basis, or permit the user thereof, on a Leave and License basis, as Mr.Chhabria, described therein as the Lessee, though fit and it was further agreed and provided that Mr.Chhabria was entitled to deal with the said Structures, as an absolute owner thereof, and as the Owner of the Leasehold rights therein.
- X. Under the terms of the said Agreement, it was further agreed and provided that Mr.Chhabria therein, was entitled to construct Buildings, on the said plot of land, according to the Municipal Rules and Regulations and all the other provisions of law, as may be in force from time to time and whereas it was further agreed and provided that Mr.Chhabria was entitled to assign the said Lease, for the unexpired period thereof, in favour of any person or Company or Housing Society, or any other body Corporate, without any prior consent of the said Sakarbai Naraindas Joshi, but subject to terms and conditions provided that, the said Sakarbai Naraindas Joshi shall be bound to accept, the Assignee of the Lease, subject to the terms of the said Lease, with the variation thereof, as appearing in and contained, in the said Lease Dated 9th May 1964.
- X1. By an Indenture of Conveyance Dated 26th March 1974, the said Sakarbai conveyed to and in favour of M/s.Dharamsey Bhagwandas Joshi, Kharashankar Devshankar Trivedi and Vallabhdas Radhakrishna Ojha, the Trustees of Joshi Naraindas Laxmidas Charities Trust, a Public Trust, registered with the Charity Commissioner, Maharashtra State, Bombay, under No.A-367(BOM), the said land or ground situate at Poisar, more particularly described in the Schedule, thereunder written and for the consideration amount therein, but subject of the said



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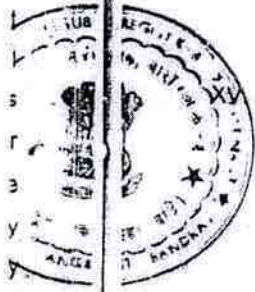
Indenture of Lease Dated 25th October, 1960 as modified by the said Agreement Dated 9th May 1964 and the Deed of Conveyance entered into, between the said Ramuji Kaniramji Bhagat and Mr. Chhabria.

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- XII. By a Letter Dated 1st March 1975, addressed by M/s. Mahimura & Company, Attorneys for the said Trustees, to Mr. Chhabria, was directed to pay, the rent to the said Trustees/Purchasers, of the said plot of land.
- XIII. Mr. Chhabria, was accordingly in exclusive possession, of the said piece and parcel of lease hold land, or ground and the same is free from all encumbrances.
- XIV. The title has been investigated, by the Builder's Advocate M/s. Pandiya & Company.

Prior to the year 1990, as per approved Plans, the said Mr. Chhabria constructed, Two Buildings, known as "Satya" and "Dharna Apartments", on a portion of the said property and sold Flats/Units in the said Buildings, to the Purchasers thereof, who as on date are in possession, of their respective Units, in the said Two Buildings.

- XVI. Under a Partnership Deed Dated 5th May 1999, entered into between Mr. Chhabria therein called party of the First part, Shri Lachhmandas Udhavdas Talreja therein called party of the second part and Miss Neetu Lalkumar Rupani therein called the party of the other part, wherein, they have agreed to develop and construct a building known as Shanti Apartment on a portion, bearing C.T.S. Nos. 209, 211, 212 and 213, of the said property, under the Firm name and style of M/s. C. T. Developers, the Developers herein which portion of the property is marked distinctly on the plan annexed hereto. It is clarified that the term "said property" herein shall only the portion where her developers shall put up the building mentioned herein after.



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XVII. The Developers shall only be concerned with the development of the building on the portion of the said property and the said Chhabria shall retain the absolute right to develop the balance portion of the said property since the layout sanctioned is one whole for the property. The Competent Authority under Urban Land (Ceiling and Regulation) Act 1976 has passed an Order bearing No. C/ULC/Desk - III/22/A58 Dated 05-12-1990 regarding the said property. Mumbai Municipal Corporation has issued Intimation of Disapproval (I.O.D.) Dated 13-09-1996 bearing No. E.B/CE/2439/BS/AR for the construction of Proposed Building/s consist of Stilt plus Seven Floors, each having Six Flats/Units, on a portion, of the said property and Advocate Mr. Gulabrai A. Pandya of M/s. Pandya & Co. has given a Title Certificate Dated 28-06-2001 of the said property.

XVIII. Copies of (1) Property Cards of the said property, (2) Order Dated 10-03-2001 issued by Competent Authority under U.L.C. Act 1976 (3) Intimation of Disapproval (I.O.D.) 2439 Dated 13-09-1996 and Commencement Certificate Dated 15-04-1997 issued by Mumbai Municipal Corporation and (4) the said Title Certificate Dated 15-04-1997 are annexed hereto and marked Exhibit "A" collectively.



XIX. The Developers while constructing the Building on the said property, shall comply with various terms and conditions put up by Mumbai Municipal Corporation and relevant Rules and Regulations applicable thereto.

XX. The Purchasers have read terms and conditions of the said Indenture of Lease Dated 25th October 1960, read with terms mentioned in the Agreement Dated 9th May 1964, entered into between Mr. Chhabria with the said Sakarbai, of the said property. The Purchasers including any Organisation, which may be formed amongst various Unitholders of the said Building, jointly and severally, shall be responsible and liable, to comply with terms of the said Indenture of Lease Dated 25th October 1960 and Agreement Dated 9th May 1964.

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- XXI. The Developers have appointed Mr. Vikas Gokhale Structural Engineers, for the purpose of preparation of Structural designs and Drawings of the proposed building/s to be constructed on the said property more particularly described in the schedule hereunder written, and the Developers declare that they shall accept the professional services and/or supervision of the Structural Engineers appointed or engaged by them, from time to time, till completion of the development of the said property.
- XXII. The Purchaser/s has/have prior to the execution of these presents taken inspection of the original Title Certificate Dated 28-06-2001, issued by Advocate Mr. Gulabrai A. Pandya of M/s. Pandya & Co.
- XXIII. The Purchaser/s has/have prior to the execution of these presents, taken inspection of Title Deeds/Documents, pertaining to the said property, Revenue Records and also plans and specifications, Approvals, and permissions and sanctions given by various Authorities and have accepted the same.
- XXIV. The Purchaser/s has/have, on, or before the execution of this agreement, independent of the said Title certificate Annexure "A" hereto, satisfied herself/ himself/themselves, as to the marketability and title to the said property and the authority of the Developers herein to develop the said property and to sell, transfer and/or dispose of the Unit/Premises/Car Parking Space/Terrace in a Building to be constructed on the said property on what is commonly known as "ownership basis and the Purchaser/s has/have agreed, not to make any requisition/s and/or to call for any further documents pertaining to the title of the said property and an authority of the Developers, to develop the said property .
- XXV. The Developers have commenced construction on the said property of a Building known as "Shanti Apartments" as per plans and specifications sanctioned, by the Municipal Corporation of Greater Mumbai. The Developers have started selling various units in the said Building/s to the



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intending Purchaser/s by entering into separate agreements for sale, on what is commonly known as "ownership basis" in the form of these presents prescribed under the provisions of Maharashtra Ownership Flats Act, 1963 and Rules 3 & 4 of Maharashtra Ownership Flats Rules, 1964 (hereinafter for brevity's sake referred to as "the said Act" and "the said Rules").

XXVI. The Developers have prior to the execution hereof, furnished and made available to the Purchaser/s such of the information and documents mentioned in Section 3 of Maharashtra Ownership Flats Act 1963 and Rules 3 & 4 of the Maharashtra Ownership Flat, 1964 as, have been demanded by the Purchaser/s. Under Sec.4 of the Maharashtra Ownership Flats Act, the Developers are required to execute an Agreement fair sale in writing in favour of the Purchaser/s being in fact these presents and also to join in the registration of this agreement, under Registration Act.

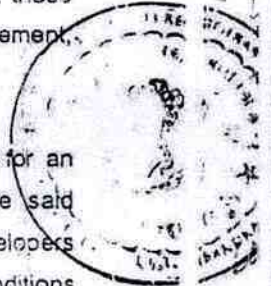
XXVII. The- Purchasers has/have approached the Developers for an allotment of the unit, as hereinafter appearing, in the said Building/s known as "Shanti Apartments" which the Developers have agreed, for the price and upon the terms and conditions mentioned herein.

XXVIII. The parties are desirous of recording the terms and conditions arrived at between them.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;

1. The Developers, shall under normal conditions construct Building is known as "Shanti Apartment" on the said property, in accordance with the approved Plans, Designs and Specifications sanctioned and/or approved by the Municipal Corporation of Greater Mumbai and as may be modified and/or amended from time to time. The Purchaser/s has/have also agreed that the Developers may make such variations and modifications therein as Developers, may consider necessary,



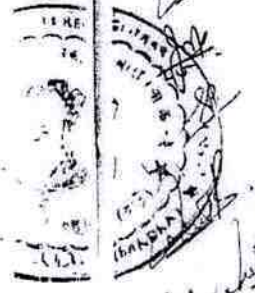


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or as may be required to be done and/or considered proper by Municipal Corporation of Greater Mumbai or any other local body or Authority.

2. The Developers have commenced construction of the said Building/s known as "Shanti Apartments" on the said Property. The Purchaser/s hereby agree to purchase from the Developers, and the Developers hereby agree to sell to the Purchaser / s unit / flat / car parking space/terrace in 6TH floor, bearing No. 603 having an area admeasuring 765 sq.ft. (carpet area) on the Floor shown in red colour on the Floorwise plan, marked Annexure "B", in the said Building/s (hereinafter referred to as the said unit) together with the Amenities and Specifications as per the list hereto annexed and marked Annexure "C" at or for the price of Rs. 16,01,000/- (Rupees SIXTEEN LACS ONE THOUSAND ONLY) including, the proportionate price of Common Areas and Facilities pertaining to the said Unit. The nature, extent and description of which Common and/or Limited Common Areas and Facilities are as listed in Annexure "D" hereto and upon the further terms and conditions mentioned herein. The Purchaser/s hereby agrees to pay to the Developers, the consideration amount or purchase price of Rs. 16,01,000/- as follows.

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- (a) Rs. 1,00,000/- (Rupees ONE LAC only) on or before the execution of these presents.
- (b) Rs. /- (Rupees only) on completion of the construction, of the First Floor.
- (c) Rs. /- (Rupees only) on completion of construction, of the Second Floor.
- (d) Rs. /- (Rupees only) on completion of construction, of the Third Floor.

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(e) Rs. _____/- (Rupees _____ only) on completion of construction of the Fourth Floor.

(f) Rs. _____/- (Rupees _____ only) on completion of construction of the Fifth Floor.

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(g) Rs. _____/- (Rupees _____ only) on completion of construction of the Sixth Floor.

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(h) Rs. 5,00,000/- (Rupees FIVE LACS only) on completion of construction of Seventh Floor.

CENTRAL BANK OF INDIA - NATIONAL BRANCH
 CHS: 483555 DATE: 20-11-200

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(i) Rs. 5,00,000/- (Rupees FIVE LACS only) on completion of the Flooring and Plastering.

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(ii) Rs. 5,01,000/- (Rupees FIVE LACS ONE THOUSAND only) being the balance amount, of the purchase price, on or before the Developers handing over or offering to hand over possession to the Purchaser/s of the Unit, hereby agreed to be allotted to the Purchaser/s. Each of the aforesaid installments of the purchase price, shall be paid, duly and punctually, without any claim or deduction, time being essence of the contract in respect of each such installment or payment. The Purchaser/s confirm that no interest in the said unit, is intended, to pass or shall be deemed to have passed, in favour of the Purchaser/s, until the full payment of the purchase price and all other amounts, due under this agreement, shall have been fully paid up, by the Purchasers.



3. On or before, receipt of the Occupation Certificate, in respect of the said building and in any event, before taking or offering

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possession of the said Unit, the Purchasers have agree, to pay following amounts, to the Developers;-

- a) Rs. 3261/- towards Membership Fees and Share Money of the society and/or an Association to be formed of purchasers of Units, in the said Building, formation and registration of society.
- b) Rs. 3000/- being the agreed legal charges and expenses.
- c) Rs. 1000/- for reimbursement of the amount towards Electric Deposits, Water Deposits and other Deposits, paid to various Authorities and towards the expenses for items set cut, in this Agreement.

4. Apart from all the above the cut goings and reimbursements, the Purchasers from time to time, will further pay, to the Developers, all the expenses and out goings as listed in "Annexure-E" annexed hereto, in proportion to an area of the said Unit agreed to be acquired by the Purchasers and this payment, will be made by the Purchaser's to the Developers, as and when called upon to do so.

The Purchaser/s shall pay to the Developers, amounts as aforesaid, including various installments, mentioned above, on their due dates, without fail and without any delay or default, as time in respect of the said payments, is of the essence of the Contract of this Agreement. The Developers will forward to the Purchasers, intimation of the Developers, having carried out the aforesaid work at the address given by the purchaser/s, under this Agreement and the Purchaser/s shall be bound to pay the amount of installments, within eight days, of the developer, despatching the intimation under certificate of posting. The Developers will keep Certificate, of their Architect, certifying that the Developers, have carried out given item of work: and such Certificate will be opened for an inspection by the purchaser/s at the office of, the Developers and such certificate shall be valid and binding, upon the purchasers and the purchasers agree not to dispute the same.

6. No forbearance or delay, in collection of the aforesaid payments, shall be construed as acquiescence on the part of the

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Developers. It is further clarified that the Maintenance and other Charges as aforesaid, shall become payable immediately upon the said Unit becoming habitable whether or not necessary, Occupancy Certificate or Building Completion Certificate, may have been obtained. The above charges shall be subject, to escalation of the Taxes, Charges and Fees, payable by the Developers and the Purchasers agree, to pay, the aforesaid charges, together with such escalation therein.

7. Without prejudice to other rights, available to the Developers, under this agreement, on account of failure of the Purchasers, to pay installments, including various Deposits or otherwise, required to be paid, by the Purchasers, mentioned under these presents, to the Developers, the Purchaser/s have agreed to pay, delayed installments including other Deposits and Charges mentioned herein, together with interest thereon, at the rate of 18% per- annum, from the date, when they become due and payable, till payment or realization. However it shall be the sole discretion, of the Developers only, to receive the said payments, with interest or otherwise.



8. Without prejudice to the aforesaid, on the Purchasers committing any default in payment of any installment/s, (including his/her proportionate share of Taxes levied, by the Concerned Local Authorities and other outgoings) on their due dates, to the Developers under. This Agreement, or on the Purchasers, committing breach of any of the terms and conditions, herein contained, on giving Fourteen days prior notice, in writing, the Developers shall be entitled, to terminate this agreement, provided during the said period, the Purchasers fail to remedy, the breach committed by them. In such an event, the Purchaser will not have rights, of any nature whatsoever, either in the said Unit and/or under this Agreement, and/or against the Developers or otherwise.

9. The said Building/s shall always, be known as Shanti Apartments and name of Co-operative Society or Limited Co. or

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Association if necessary, to be formed, shall bear the name as its First name and the same shall not be changed.

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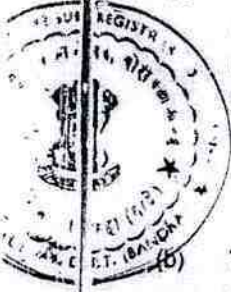
10. The Purchasers hereby agree, confirm and declare or otherwise empower, the Developers, as follows and/or the Purchasers hereby, have given their irrevocable consent, in writing to the Developers, for the following, which shall be binding to all Nominees and/or Transferees or otherwise, of the Purchasers and following all or any other rights shall be available to the said Chhabria and / or the Developers, even after Society or any other Organisation, amongst various Unit holders of the Building/s, may be formed and Registered, and the said rights are available till the said property or any part thereof, is completely developed and before Conveyance or any other final Documents to be executed. of the said property,

- (a) The Developers / Chhabria shall be entitled to amend, modify and/or vary the Building Plans, and/or and also Specifications in respect thereof, without reducing the area of the said Unit.

- i. It is understood that full or part of the first floor is approved or will be approved as nursing home or similar purpose as per the rules and regulations of M.C.G.M. and will be sold to the prospective buyers.

The said Chhabria shall be entitled to consume, such F.S.I. as may be available in respect of the said property, or any part thereof at present and in future and shall always be entitled to utilize, construct and dispose of in their own right, any balance F.S.I. or any increase in F.S.I. before conveyance or any other document is caused to be executed by the Developers, in favour of the Cooperative Society, car condominium, or other body corporate consisting of, the various Purchasers of Units in the said Building. For the purpose of consuming such balance and/or additional F.S.I., the Developers to construct any vertical or horizontal extension thereto and/or put up Additional Floors and/or the new or Additional Structure/Building, as the Developers, may think fit and proper and to do all such things, as may be necessary for this purpose.

- (c) Irrespective as to possession of the Unit being given to the Purchaser/s and/or Management being entrusted to any Adhoc Committee, of the Purchaser's rights under this Para and under

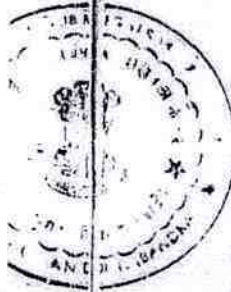


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unless prevented by or due to any act of God, or act of items/state or force majors or riots or labour trouble or any litigation or any objection of the Municipal or other Authorities or for any reason or circumstances, whatsoever which substantially effects or alters the time herein contained, or which are beyond the Developers control and in such event, the time for completion of the Building/s and delivery of the possession of the said Unit, shall be automatically extended, for such further period of time as the Architects of the Developers may determine. In any case the Purchaser/s shall not be entitled, to claim any damages, whatsoever or otherwise on account of delay or default, in giving possession of the said unit.

13. Until the said property is transferred and/or cause to be transferred, by the Developers, to the Co-operative Society, as herein provided and/or possession of the said property, is delivered by the Developers to the Co-operative Society and intimation of the same, is received by the Purchaser/s from the Developers, the Purchaser/s shall be bound and liable to pay the Developer, regularly and punctually all contribution and other outgoings and amounts to be paid by the Purchaser/s, to the Developers under this Agreement. However if the Developers, in their absolute discretion so desire, shall be entitled to entrust the management of the said property to an Adhoc committee for Maintenance and day to day Management of the said Building/s and all responsibilities in that behalf, shall be that of the said Co-operative Society or the said Adhoc committee of the Purchaser/s as the case may be. In the event of the Management being entrusted to such Ad hoc Committee, as provided hereinabove, the Chairman and the Secretary of such Adhoc Committee will be the nominees of the Developers, for the first two years. The formation of and the entrustment of Management to such Adhoc committee, shall not however, affect rights of the Developers, provided under this Agreement, nor shall such act on part of the Developers, be deemed or construed to be waiver of the rights reserved unto or in favour of the Developers unde this Agreement.

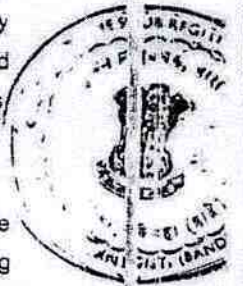


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14. The Purchaser/s shall not be entitled to call upon the Developers, to form such Society before the completion of the project, including complete development of the said property. The Developers shall be entitled to decide in their absolute discretion, the nature of the Corporate Body of Purchasers to be formed, in respect of the said building.
15. In case of sell of Units after the formation of the Society, or any other Organisation, the Purchaser/s of all such units, shall be admitted by the co-operative Society, as Members of the Society or as Shareholders of the Company or as Member of any Association, that may be formed, with the same rights and the same benefits and subject to the same obligations as those of the other Purchaser/s (i.e. other Members of such Society, Company or Association as the case may be) without any Reservation or conditions, or any other payments save and except nominal entrance fees, share money and other moneys to be paid by all the purchasers at the time of formation.
16. The Developers have informed the purchasers, which the Purchasers hereby agree and confirm, that after giving possession of various units to the perspective Purchasers thereof, the Developers shall be liable to pay only Municipal Taxes, of unsold Flats/Units in the said building/s and shall not be liable to pay Maintenance and all other charges of any nature whatsoever, of the said unsold Flats/Units. The Purchasers and/or the Organisation which may be formed, amongst various Unit holders of the Purchasers, shall not call upon the Developers, to pay Maintenance and/or any other charges of the said unsold Flats/Units-. It is further agreed that the Developers shall pay directly, Municipal Taxes, of the said unsold Flats/Units to Mumbai Municipal Corporation, provided there is a separate Assessment or otherwise, the Purchasers and/or the Adhoc Committee of the Organisation, as and when receive Bills of Municipal Taxes, of the entire Building and/or Units as the case may be, shall intimate in writing, to the Developers, requesting them, to pay Municipal Taxes of the said unsold Flats/Units, which shall be paid by the Developer/s.



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17. It is agreed that various Deposits paid by the Purchasers, to the Developers, are not refundable and/c: the Developers are not liable to give accounts of such Deposits.

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Commencing a week, after notice is given, the Developers to the Purchaser/s that the said Unit is ready fur use and occupation, irrespective of whether the Purchasers take possession or not, the Purchasers shall pay Rs. 18,500 /- being 12 months, Maintenance and other Charges of the said Unit, in advance and the Purchaser/s on demand from time to time, shall be liable to bear and pay all outgoing, in respect of the said property, in proportion to an Area the said Unit. The Purchaser/s further agree that in addition to the Deposits mentioned herein; till the unit Purchaser's share is so determined, the Purchaser/s shall pay in advance, immediately on demand, to the Developers provisional monthly contributions towards outgoing. The amount and/or Deposit so paid, by the Purchaser/s to the Developers, shall not carry any interest and shall remain with the Developers, until a Final Deed is executed and/or caused to be executed in favour of the Society or a Limited company. Subject to the provisions of Sec,6 of the said Act on such Final Deed being executed, the aforesaid Deposits (less deductions provided for by this Agreement) shall be paid over, by the Developers, to the Society or to the Limited Company as the case may be. The Purchaser/s undertake to pay such provisional Monthly Contribution and such Proportion of share of our outgoing, as may be required by the Developers, regularly on 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. In the event of default being committed by the Purchaser/s herein or by any of the Purchaser/s, of any other unit, the Developers shall not be bound to pay the outgoing s, for and on behalf of the such defaulting person and in the event of any essential supply being disconnected. it shall be the collective responsibility of the Purchaser/s, who shall deemed to be "Managers" under the Provisions of Maharashtra Ownership Flats Act, in respect of the Units, of which possession has been delivered by the



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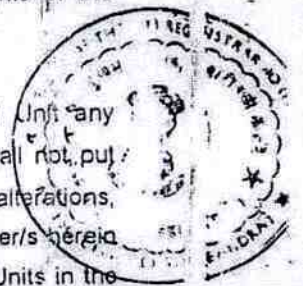
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Developers, to the respective Purchasers. If on account of failure on a part of the Purchaser/s herein and/or the Purchasers of any other Units, in the said building/s, to pay such proportionate share, the Authorities concerned, take any action for recovery of the same, the Developers shall not be liable or responsible, for any loss or damages, which may be suffered by the Purchaser/s or the Society, on account of the said action.

19. The Purchasers shall not put any loft and carry out any alterations and/or additions in the said Unit, which may prevent the Developers to use additional F.S.I. or otherwise mentioned herein, of the said property failing which, the Developers shall have a right to enter upon the said Unit and to remove and/or demolish such additions or otherwise, entirely at the costs of the Purchasers, which shall be without prejudice to rights of the Developers, to terminate this agreement.
20. The Purchaser/s shall not carryout, in the said Unit any Internal Additions, Alterations or Changes and/or shall not put loft or otherwise in the said Unit. If any such alterations, additions or changes are carried out, by the Purchaser/s herein or their Assignees or other purchasers of any other Units in the building/s then in such case, the Developers shall ipso facto be released and discharged from an obligation to rectify or repair or reimburse the Purchaser/s in respect of any structural defect. Provided further that in the event of the Purchasers, carrying out any such unauthorized addition or alteration, he shall be exclusively responsible and answerable to Municipal Authorities and Purchasers of other Units, in the said Buildings and the Developer/s shall not be responsible for any liability and/or responsibility, in respect thereof and shall not be responsible, to bring Occupation Certificate or otherwise.
21. Without prejudice to other terms of this Agreement, the Developers shall be entitled to terminate this Agreement on account of, the failure of the Purchasers, to comply with any terms of this Agreement and to take back possession of the said Unit and in such an event, the Developers shall refund to the



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Purchasers only installments paid of the said unit, which shall be taken by the Purchasers, without raising disputes, of any nature whatsoever.

22. The Purchaser/s himself/herself/themselves with an intention to bind all in whomsoever the said Unit may come, including any successor-in-interest of the Purchaser/a, do hereby covenant with the Developers as follows :

- (a) To maintain the said Unit (at Purchaser/s own costs) in good repair and condition from the date of offering possession of the said unit and not do or suffer to be done anything, in or to the Building/s, in which the said unit, is situated which is against the Rules, Regulations or Bye/Laws of the concerned Local Authority and/or Co-operative Society, nor shall change/alter or make addition in or to the said unit or part thereof, without the prior written consent of the Developers.
- (b) Not to store in the said unit, any goods which are of hazardous or combustible nature or are so heavy, as to damage the construction or structure of the Building/s, in which the unit is situated or storing of which goods, is objected by the concerned Local or other Authorities and shall not carry or caused to be carried, heavy package, or furniture along the staircase, which may damage or are likely to damage, the Staircase, Common Passage or any other structure, in the said Building/s including entrance of the said Building/s, and in case any damage is caused to tide Building/s or to the said Unit the Purchaser/s shall be liable for consequences thereof.
- (c) To carry out at their own costs, all internal repairs to the said Unit and to maintain the said Unit in the same good condition state and order, in which it was delivered by the Developers. The Purchaser/s shall not do or suffer to be done anything in or to the said unit, which may be contrary to the Rules and Regulations and Bye-Laws of the concerned local Authorities.
- (d) Not demolish or cause to be demolished, the said Unit or part thereof, nor at any time make or cause to be made, anti

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Additions or Alterations of whatsoever nature in or to the Unit or any part thereof, or any Alterations in the Elevation/Arcade and outside colour scheme of the said Building/s and shall keep the sewers, drains and pipes in the said Building/s and appurtenances thereto, in good tenable repair and conditions and in particular, to support shelter and protect other part of the said Building/s and shall not damage Columns, Beams, Walls, or RCC Parapet or other Structural construction in the said unit, including the said Building/s.

(e) Not to do or permit to be done, any act or a thing, which may render void or violable any insurance of the said property and the said building/s or any part thereof or whereby any increased premium, shall become payable in respect of the said Building/s.

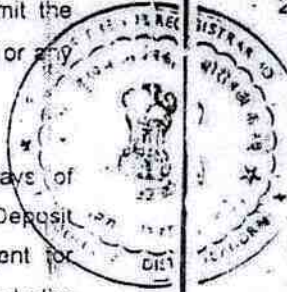
(f) Not to throw dirt, rubbish, rags, garbage or permit the Same to be thrown, from the said Unit, in the Compound or any portion of the said property and/or the said Building/s.

(g) To pay to the Developers within 7 (seven) days of demand by the Developers, their share of Security Deposit demanded by concerned Local Authority or Government for giving Water, Electricity or any other Service Connection/s to the said Building/s.

(h) To bear and pay all increases in local Taxes, Water Charges, Insurance and such other levies, if any, which are imposed by the concerned Local Authorities and/or Government and/or other Public Authorities.

(i) The Purchaser/s shall observe and perform, all Rules and Regulations, which the Society or Limited Company may adopt, at its inception and the Additions, Alterations or Amendments thereof, that may be made from time to time, for protection and Maintenance of the said Building/s and the Unit therein and for the due observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned Local Authorities and Government and other Public Bodies. The

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Purchasers shall also observe and perform, all the stipulations and conditions laid down by the society or- a limited company, regarding the occupation and use of the units in the Building/s.

(j) The purchaser/s shall, permit the Developers and their surveyors and agents, whether with or without workmen and others, at all reasonable times, to enter into and upon the said Unit and/or the said property and building/s or any part thereof, to view and examine, the state and condition thereof.

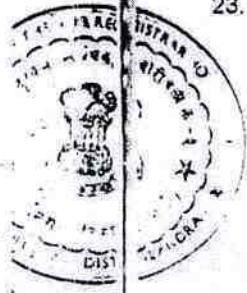
(k) The Purchasers shall not sell transfer- and/or assign the said Unit or the benefit of this Agreement and/or shall not create third party rights, unless with prior written consent of the Developers.

23. Irrespective of disputes if any, which may arise between the Developers and the Purchaser/s and/or the Society, all amounts contributions and Deposits including amounts, payable by the Purchasers to Developers, under this Agreement, shall always be paid punctually by the Purchaser/s to the Developers and shall not be withheld by the Purchaser/s for any reason whatsoever.

24. The Developers shall maintain a separate account in respect of sums, received by the Developers from the Purchasers sums received on account of share capital for the promotion of the Co-operative Society and sums received towards the outgoings.

25. Any delay or indulgence shown by the Developers, in enforcing terms of this Agreement or any forbearance or relaxing the payment schedule or of any installments thereof, by the Developers, shall not be construed as a waiver of any rights, on a part of the Developers.

26. In addition to various payments mentioned herein, the Purchaser/s shall Deposit with the Developers within seven days, from the date of demand, made in that behalf, and/or before possession of the said Unit, is given, the proportionate



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amount of Stamp Duty and Registration Charges, that would be needed for execution of a Deed of Conveyance, or any other final Document, of the said property, in favour of Co-operative Society, or a corporate body as mentioned herein, together with any additional amount, which may be demanded by the Stamp Office or any other Authorities or otherwise. It is agreed that unless and until the Purchaser/s of all Units in the said Building, shall have paid over the proportionate amount of Stamp Duty and Registration Charges and/or any increased amount thereof, to the Developers, the Developers shall not be obliged to execute or cause to be executed, the Deed of Conveyance or any other final document, in favour of the Co-operative Society or Body Corporate, as the case may be.

27. In so far as it does not in way prejudicially affect rights of the Purchasers, in respect of the said Unit, the Developers shall be at liberty to sell, assign, transfer or otherwise deal with, their right and interest in the said property or in the Building/s to be constructed thereon. Provided that in such event, the Purchasers herein and such Assignees of the Developers, shall continue to be bound in all respects, by the terms and conditions set out in this Agreement.
28. All notices to be served on the Purchasers, as contemplated by this Agreement or required by law, shall be deemed to have been duly served, if sent to the Purchasers by Registered Post and or Under Certificate of Posting at his/her/their address specified below:-



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NAND APARTMENT

FLAT NO: 7/G, 1ST FLOOR, PANCH PALHANE

THANE (WEST) - 400 602

MAHARASHTRA

INDIA.

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- 29. The Purchase/s shall at their own costs and expenses including the payment of Stamp Duty and Registration Charges, Lodge this Agreement for Registration Charges, lodge this Agreement for Registration with Sub-Registrar of Mumbai/Bandra, within the time limit prescribed by law and forthwith, inform the Developers, the Serial Number, under which the same is lodged, to enable them, to admit execution of the same.

- 30. This Agreement is subject to the provisions contained in Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flats Rule, 1964 or any amendments or re-enactment thereof, for the time being in force or any other provisions of law, applicable thereto.

- 31. Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein, imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenants, running with the Unit and shall be binding upon the Society all Purchasers of Units in the Buildings including any person acquiring any interest in the said unit by way of sale, lease or of inheritance or by reason of law and such Society or Association or the Purchasers herein, as Member of such society or Association, shall not be entitled to and shall be stopped from withdrawing from or declining to perform various obligations and liabilities herein contained and the covenants, obligations and liabilities on the part of the Purchasers shall remain in full force and effect even after the formation of the society.

- 32. The Purchaser is aware that several other buildings have to come up on the land in the possession of the Builder Mr. Chhabria. The Purchaser agrees that only on completion of all the said buildings and after the entire consideration in respect of all the flats to be constructed by the Builder in the several buildings had been received from all the Purchaser of the premises in the said several buildings the Mr. Chhabria shall execute the necessary Deed of Assignment of the said leasehold land (with the buildings then standing thereon) in favour of the several cooperative Housing



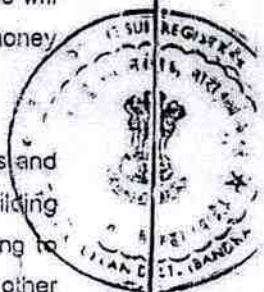
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Society or Limited Company or Association of Apartments Owners, which said assignment shall contain the covenants mentioned in the agreement.

33. The Purchaser/s agree/s to sign and execute all papers and documents necessary for the formation and registration of the Cooperative Housing Society of Limited Company or Association of Apartment Owners including the Bye-Laws of the proposed Cooperative Housing Society and duly fill, in sign and return the same within 15 days (fifteen) of the same being forwarded by the Builder to the Purchaser/s. The Purchaser/s shall be bound from time to time and at all other acts and things as the Builder may require him/her/them to do from time to time for safeguarding the interest of the builder and of other purchaser/s of Flats/Consulting Rooms and Garages of the said Buildings. Failure to comply with the provisions of the clause will render this Agreement ipso facto void and the earnest money paid by the Purchaser/s shall stand forfeited to the builder.

34. It is clearly expressed by the Developers to the Purchasers and it is explicitly understood by the Purchasers that the building Shanti Apartments is constructed on the property belonging to said Chhabria, whereon the said Chhabria has constructed other buildings and the said property of the said Chhabria being one layout, the ultimate conveyance will be executed only after the said Chhabria has developed the full projects and sold all the units in such constructions. Such conveyance may be executed to the societies of all the buildings on the said property together or individually as the case may be



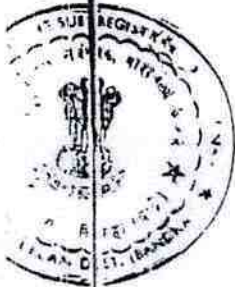
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

Handwritten signatures of the parties.

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THE SCHEDULE ABOVE REFERRED TO :

The Structures standing on a part and parcel of the piece or parcel of land out of the perpetual fazandari tenure paying a fixed perpetual annual ground rent or assessment together with all appurtenance thereto or in connection therewith, situate at Poisar in the Registration Sub-District Bandra out of 8000 Square Yards or thereabouts registered in the Books of Collect of Land Revenue under Registered No.3699 in Book No.1 of Bombay Dated 14th August 1929 part of Kandivali Division and bounded as follows:- that is to say, on or towards the east by a Road and one Stable and one small house with the land belonging to Sakarbai Naraindas; on or towards the West by the Ghodbunder Road; on or towards the North by the property known as Ram Baug belonging to Naraindas Laxmidas Charity Trust and on or towards the South by a property known: as Pushkarna Sanatorium and Fateh Baug Bunglow belonging to Sakarbai Naraindas: the said Structures being incomplete and having no number from the Local Authority or any other mark: and-also the rights in the land described hereinabove under the Deed of Lease Dated 25th October, 1960 subject to the provision thereof.



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SIGNED SEALED AND DELIVERED by
the withinnamed Developers

) For M/s. C. T. Developers

[Signature]

M/s. C. T. Developers

in the presence of. Mansu Rupani (Partner)

SIGNED SEALED AND DELIVERED by)

the withinnamed Purchasers

MR / MRS / M/S. PALEJA JANAK NARANDAY

J.N. Paleja

MRS. PALEJA SUDHA JANAK

S.J. Paleja

in the presence of. JITENDAA N. PALEJA

[Signature]

RECEIVED the day and year first hereinabove)

Written of and from the withinnamed)

flat purchaser a sum of Rs. 1,00,000/-)

(Rupees ONE LAC)

_____ only)

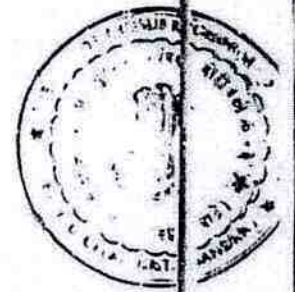
being the amount of Earnest money to be paid)

by them to us by Cash / Cheque No. 459296)

_____ on CENTRAL BANK OF INDIA)

NAGRAH BRCH dated 18-04-2001)

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WITNESSES

- 1) Mansu Rupani
- 2) JITENDAA N. PALEJA.

We say received:

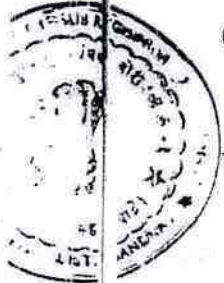
For M/S. C. T. Developers

[Signature]

(Partner)

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1. Decorative Teakwood finish Main door with Musical bell, Magic Eyehole, Night latch, Safety chain, Decorative brass fittings.
2. Granamite flooring in the Living Room, Kitchen, Bedrooms & Passages.
3. Aluminum Sliding windows with Powder coated Heavy section and Glasses with Marble sill.
4. Paint in all the rooms and Electric switches with Automatic Circuit Breaker with Shock Proof electric plugs.
5. Mirror polished Granite Kitchen Platform with Ceramic tiles and built in Stainless Steel Sink.
6. Concealed Copper Wiring with decorative Switches. Air Conditioner and Telephone points in Bedroom.
7. Designer Bathrooms with Ceramic Tiling with ESSESS Fittings, Fixtures, Geyser with Hot and Cold mixture and Concealed Plumbing.
8. Washbasin with mirror, Towel Rod and a Soap Dish. Adjustable Aluminum Windows and Flush Tank attached in Toilets.



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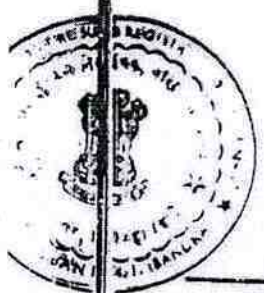
गां. न. न. ८ अ (खातेउत्तरा)

पौजे पोईसक सालका ओरीवली

खाते नं. ६६३ नांख स्थापनदंडादि जादायणकास
लिजदार - चमुरभुज नेवतराम छावरीया.

समुदा नंबर दि नंबर ७ घांतील सांदिधा नंकर	सबे नंबर ब दिसा	धेव	धमल करावयाची रकम		
			भाकार	लोकल फंड	समुदा अमीन धाव
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तालुका - कोरीपली

क्षेत्र लावणी लायक
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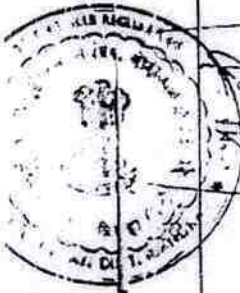
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असल बहुकुम खरी नकल असे लयाह ता.

तलाठी

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Pandya & Co.

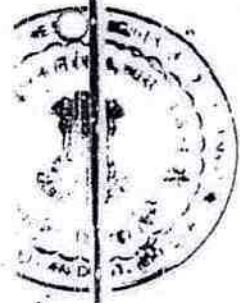
Adv. A. Pandya
Adv. G. Pandya
Adv. A. Pandya

Advocates High Court & Notary *

"503 B/1504/04, Northumbria"
5th Floor, 98, Marine Drive
Mumbai - 400 002.
Tel.: (91-22) 288 0571
(91-22) 288 0574
Fax: (91-22) 288 0635

E-mail: kamnini.law@bol.net.in

said lease in favour of the said Chaturbhuj
N.Chhabria or execute a fresh lease in favour of
Chaturbhuj N.Chhabria as may be practical,



v. The said Chaturbhuj requested the said Sakarbai widow of Narandas Laxmidas Joshi to confirm and accept the assignment dated the 3-3-1964 in favour of the said Chaturbhuj N.Chhabria .

vi. The said Sakarbai Wd/o Narandas Laxmidas Joshi by a Deed of Indenture dated 9-5-1964 confirmed the said Indenture dated 3-3-1964 in favour of the said Chaturbhuj N.Chhabria ,

vii. thus the said Chaturbhuj N.Chhabria is well and sufficiently entitled to the said plot of land which is more particularly described in the Schedule hereunder written for the residual period of the said Lease dated 25-10-1960,

2. We have also perused the Revenue Records which indicate the ownership of the property .

3. On going through the various documents relating to the said property and the Search Reports and considering

Delabhai N. Pandya
Nimish F. Pandya
Kamala N. Pandya

Pandya & Co.
Advocates High Court & Notary

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"SAR BALSODHAR, Nandkanti"
5th Floor, 98, Marine Ln
Mumbai - 400 002.
Tel: (91-22) 288 0571
(91-22) 288 0574
Fax: (91-22) 288 0653
amnim.law@bol.net.in

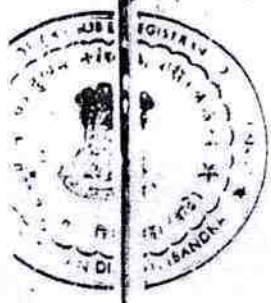
TO WHOMSOEVER IT MAY CONCERN

TITLE CLEARANCE CERTIFICATE

REF: RIGHT, TITLE AND INTEREST OF CHATURBHUJ NEWANDRAM CHHABRIA IN RESPECT OF ALL THAT PIECE OR PARCEL OF LAND OR GROUND, SITUATE, LYING AND BEING AT RAMBAUG (FATEHBAUG), POISAR, GHOD BUNDER ROAD, BOMBAY CONTAINING BY ADMEASUREMENT 8,000 SQ.YARDS OR THEREABOUTS REGISTERED IN THE BOOKS OF THE COLLECTOR OF LAND REVENUE UNDER REGISTERED NO. 3699 IN BOOK NO.1 OF BOMBAY DATED 14.8.1929, PART OF KANDIVLI DIVISION BEARING C.T.S.NO.209,211,212 AND 213 RESPECTIVELY.

1. We have perused all the relevant original documents pertaining to the above property being all that piece or parcel of land or ground, situate, lying and being at Rambaug (Fatehbaug), Poisar, Ghodbunder Road, Bombay, containing by admeasurement 8,000 sq.yards or thereabouts registered in the Books of the Collector of Land Revenue under registered no. 3699 in Book no.1 of Bombay dated 14.8.1929, part of Kandivli division bearing C.T.S.Nos. 209,211, 212 and 213 respectively (hereinafter called "the said property ") and we find that :

i. Pursuant to an Indenture of Lease dated 25th October 1960 and registered with the Sub-Registrar of Assurances, Bombay, executed between Sakarbai widow of Narandas Laxmidas Joshi therein referred to as the Lessor and one Ramuji Kaniramji Bhagat



the fact that pursuant to the Public Notices issued in the Free Press Journal in English and Nav Shakti in Marathi both dated 27.6.2001, there have been no objections or claims, we are of the opinion that the title of Mr. Chaturbhuj Newanderam Chhabria to the said property, more particularly described in the Schedule hereunder written, is clear, marketable and free from all encumbrances.

SCHEDULE OF PROPERTY

A portion of all that piece or parcel of land or ground, of the perpetual fazandari tenure paying a fixed perpetual annual ground rent or assessment together with all appurtenances thereto or in connection therewith situate at Poisar in the Registration sub-district of Bandra containing by admeasurement 8,000 sq.yards or thereabouts registered in the books of the Collector of Land Revenue under Registered No. 3699 in Book No. 1 of Bombay dated 14.8.1929, part of Kandivli Division bearing C.T.S.Nos 209, 211, 212 and 213 respectively and bounded as follows that is to say :

On or towards the East : by a road and one stable and one small house with land belonging to Sakarbai Narandas

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Chaturbhuj
Newanderam
Chhabria



Office of

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Singhe

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Pandya & Co.

Atul K. Pandya
Vishal H. Pandya
Kamala N. Pandya

Advocates High Court & Notary *

"503 B/504/54, Nandkarni"
5th Floor, 98, Marine Drive
Mumbai - 400 002.
Tel : (91-22) 288 0571
(91-22) 288 0574
Fax : (91-22) 288 0535
E-mail: kannim.law@t61.net.in

On or towards the West : by Ghodbunder road

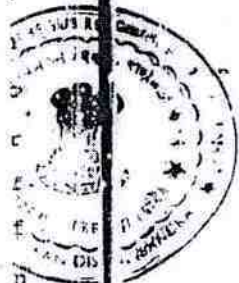
On or towards the North : by property known as Ram Baug
belonging to Narandas Laxmidas Charity Trust

On or toward the South : by property known as Pushkarna
Sanatorium and Fateh Baug Bungalow bwlonging to
Sakarbai Narandas .

DATED THIS 28TH DAY OF JUNE, 2001

PANDYA & CO.

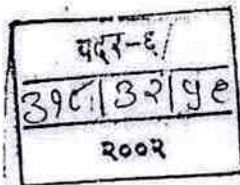
ADVOCATES HIGH COURT & NOTARY.



therein referred to as Lessee, the said Sakarbai widow of Naranji Laxmidas Joshi granted lease to the said Bhagat in respect of piece or parcel of land or ground, situate, lying and being at Rambaug (Fatehbaug), Poisar, Ghod Bunder Road, Bombay and more particularly described in the Schedule therein mentioned and in the Schedule hereunder written for a term of 99 years commencing from 1-10-1960 on the terms and conditions more particularly described in the said Indenture of Lease dated 25-10-1960.

iii. The said Bhagat pursuant to the said Indenture of Lease dated 25-10-1960 constructed certain structures on the said Plot of land and subsequently sold and assigned the said structures along with leasehold rights, title and interest in the said Leasehold land in favour of Chaturbhuj N. Chhabria pursuant to the Deed of Assignment dated 3rd March 1964, which had been lodged for registration on the same day,

iv. The said Bhagat upon execution of the said Indenture of lease dated 3-3-1964 requested the original Lessor viz. Sakarbai widow of Narandas Laxmidas Joshi to consent to the transfer of the



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Chabria

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39013814e
Room

Single

ULC/Desk. III/22/1758

OFFICE OF THE ADDITIONAL COLLECTOR
AND COMPETENT AUTHORITY, ULC; GR. BOMBAY,
NEW ADMINISTRATIVE BUILDING
10TH FLOOR, OPP. MANTRALAYA, BOMBAY. 400032.

DATED: ~~XXXXXX~~ 05.12.1990

- 1) This office letter No. C/ULC/D. III/22/B/1758, dated 23.7.80,
- 2) Application in form No. VI dated 17.9.90 - u/s. 22 of the U.L. (C&R) Act, 1976, from Shri/Smt/M/s. Chawla architect and consultants Pvt. Ltd. Architect to owner 20

In exercise of the powers vested in him u/s. 22 of the (C&R) Act, 1976, the Additional Collector & Competent Authority, Gr. Bombay, hereby grants permission to Shri/Smt/M/s. Chabria of Bombay to retain the land ~~ag. No. /CTS No. /TPS~~ F.R. No. 209, 211, 212 and 213 measuring 342.78 sq. ms. (excluding set-back of 550.21 sq. ms. ~~of 367.50~~ 182.74 sq. ms. to redevelop it, subject to the following conditions: (367.50 + 182.74 = 550.24) ~~area retained adm. 1374.05 sq. ms. as existing structure and area not yet developed~~ That the permission is granted at applicant's risk regarding developed area, if any, as to the title of the land, area and user thereof. That the redevelopment shall be for user permissible in Residential Zone as per the development control Rules in force, ~~and the plinth area of 80% of the tenements shall not exceed 80 sq. ms. and plinth area of remaining 20% of tenements shall not exceed 100 sq. ms.~~ That not more than one dwelling unit, shall be allowed to one person. That the existing tenants in the demolished structures shall be accommodated in the redevelopment scheme. The dwelling units prepared/allotted in the above scheme shall not be sold/transferred for a period of 5 years from the date of the original transaction, which will have to be registered with the Sub-Registrar within a period specified in the Indian Registration Act, 1908. That the above conditions will also be binding on the transferee/s, if any. The formal order for an area ~~adm. 1374.06 sq. ms. and 2006.56 sq. ms.~~ will be issued after demolition of bldg. retained and completion of proposed bldg. This permission is granted subject to the other provisions applicable and this permission will stand cancelled if there is a breach of the conditions specified above. ~~on site.~~

Additional Collector & C.A., ULC, Gr. Bombay.

C.N. Chabria,
Chawla Arch. & consultants Pvt. Ltd, 58-64 Shahged Bhagat Rd. Bombay. 23.
f.w. cs. to the Dy. City Engineer (DP) G.B.M.C. Mahapalika
Fort, Bombay. 400001, for information.
f.w. cs. to the Ex. Engineer (Bldg. Proposals) City/Western Suburbs
P & R Ward, Bycolle, Dandru/Kandivli/Ghatkopar,
Bombay. 400007.

TRUE COPY

This I.O.D./C.C. is issued Subject to the provisions of Urban Land Ceiling and Regulation) Act, 1976

Office of th-
Ex. Eng Bldg Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.,
Kandivali (West), Mumbai-400 067.

BRIHANMUMBAI MAHANAGARPALIKA

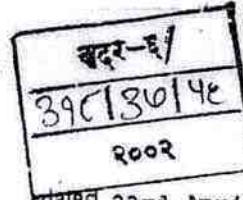
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")
NO. CHE / 2439 /BP (WS) /AP /AR

15 APR 1997

COMMENCEMENT CERTIFICATE

C.N. Chharia

Leasee



With reference to your application No. 892 dated 23rd April 75 for development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Bldg.No.4 on plot bearing T.S. No. 209, 211, to 213 premises at Street S.V. Road, Fatehbaug, Poisar Plot No. Kandivali (W) Ward R/South

The Commencement Certificate/Building Permit is granted on the following conditions:
The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
No new building or part thereof shall be occupied or allowed to be occupied or used until occupancy permission has been granted.
The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
This permission does not entitle you to develop land which does not vest in you.
This commencement Certificate is renewable every year but such extended period shall be no more than 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.

This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not accordance with the sanctioned plans.
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.

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

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

The Municipal Commissioner has appointed SHRI ANIL D. MANOHAR Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is restricted for work upto STILL SLAB LEVEL ONLY

For and on behalf of Local Authority
Brihanmumbai Mahanagarपालिका

Asst. Engineer, Building Proposal (West. Sub.)
'P' & 'R' Wards
FOR

8) This c.c. is extended for stilt + Three Upper Floors i.e. Fourth slab level only as per plan approved dt. 13-9-96 - 9 FEB 1999

[Signature]
A.E.B.P. (R/S) MEMORA

9) This c.c. is valid & extended further for work upto fifth slab level & i.e. Stilt + 4 upper flrs as per approved plans. dt. 13.9.96

17 AUG 1999

10. This c.c. is now valid for & extended further for stilt + 6 upper floors as per approved plans dt. 4.10.2000.

2 NOV 2000

[Signature]
A.E.B.P. (R/S)

[Circular Stamp]
A.E.B.P. (R/S)

11. This c.c. is now valid for & extended for stilt + 6 + 7th pt. upper floors as per approved plans dt. 12.1.2001.

12 JAN 2001

[Signature]
A.E.B.P. (R/S)

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TRUE COPY
[Signature]

SHAWA ARCHITECTS & CONSULTANTS (VT. LTD)

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Kandivali (West) Market 8182
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to the provisions of HC/48.
Zoning and Development

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Form 88

In reply please quote No. and date of this letter.

This Councils Approval to the Previous Plans Sanctioned under No. CE 2459 B. S. (W.S.) A. B. Dated 10-6-85.

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

No. E. B./CB/ 2439 BS/A-Rr of 199

Municipal Office, Bombay
13 SEP-1996 199

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MEMORANDUM

Shri C. N. Chabria, R Lessee.

With reference to your Notice, letter No. 337 dated 21-4-7-5 199 and delivered on

22-4-7-5 199 and the plans, Sections, Specifications and Description and further particulars details of your building at on plot No. 4, bearing CTS No. 209, 211 to 213, Village Poisar, Kandivali/West.

As per your letter, dated 21-4-7-5 199, I have to inform you that I cannot approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval thereof reasons :-

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

1. The Commencement Certificate under Section 44/69(1)(a) of the T.R. Act will not be obtained before starting the proposed work.

2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining building to prove possession of holding before starting the work as per Regulation No. 38 (27)

3. That the low lying plot will not be filled up to a reduced level of 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 towards road side, before starting the work.

4. That the specifications for layout/D.O./or access roads/development of setback land will not be obtained from E.E.Road Construction before starting the construction work and the access and setback land not be developed accordingly including providing street lights and S.W.D; the completion certificate will not be obtained from E.E.(R.C.) E.(S.W.D) of before submitting Building Completion Certificate.

5. That the Structural Engineer will not be appointed, Supervision memo as per Appendix XI (Regulation 5(3)(ix) will not be submitted by him.

6. That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.

7. That the regular/sanctioned/proposed lines and reservations will not be demarcated at site through A.E.(Survey)/E.E.(T.&C.)/E.E.(D.P.)/I.L.R., before applying for C.C.

8. That the sanitary arrangement shall not be carried out as per Municipal specifications, and drainage layout will not be submitted before C.C.

9. 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 Road Officer; that the ownership of the setback land will not be transferred in the name of M.C.G.B. before C.C.

10. That the indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.

11. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted & approved before C.C.

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and requirements, but not otherwise you will be at liberty to proceed with the said building work at any time before the day of 199, but not so as to contravene any provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Notes accompanying this Intimation of approval.

Executive Engineer, Building Pro Zone,

SPECIAL INSTRUCTIONS:

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS YOUR PROPERTY,

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

(3) Under Byelaw No. 3 of the Commissioner has fixed the following levels :-

"Every person who shall erect a new domestic building shall cause the same to be built so that part of the plinth shall be--

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

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 3 feet of such building.

"(c) Not less than 92 ft. () metres above Town Hall Datum."

(4) Your attention is invited to the provisions of Section 152 of the Act whereby the person to pay property taxes is required to give notice of erection of a new building or occupation of a building has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation first occurs. Thus compliance with this provision is punishable under Section 471 of the Act in case of the fact that the valuation of the premises will be liable to be revised under Section 157 of the Act at the earliest possible date in the current year in which the completion or occupation is detected by the Municipal and Collector's Department.

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

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

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

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

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

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- That the qualified/Registered site supervisor through Architects/ Structural Engineer will not be appointed before applying for C.C.
- That extra water and sewerage charges will not be paid to A.E.WW.R/S Ward before C.C.
- That the true copy of the sanctioned layout/sub-division/amalgamation approved under No. CH/E/958/20P dt. 17-4-96 alongwith the T.& C. thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- That remarks from E.E. (S.W.D.)/S.G./H.E./ shall not be obtained.
- That the development charges as per M.R.& T.P. (Amendment) Act 1992 will not be paid.
- That the registered undertaking 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.
- That indemnity Bond indemnifying Corporation from any disputes in ownership & any legal proceedings arises thereat shall not be submitted.
- That separate P.R.C. for R.G.Area/setback area shall be submitted.
- That certificate from Structural Engineer/R.C.C. Consultant to the effect that existing status of ground is stable & permissible to construct foundation & to take load of proposed building, shall not be submitted.
- That compound wall wherever collapsed, shall not be constructed.
- That debris lying at various places of site shall not be removed.
- That temporary structures constructed @ site shall not be revalidated/removed.
- That N.O.C. from B.S.E.S. for proposed sub station shall not be obtained.

CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER O.C.

- That the water connection for construction shall be obtained.
- That format ~~order~~ order from C.A. ULC U/S. 22 shall be obtained.

395/89/19E
2002

GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

- That the conditions mentioned in the clearance under No. C/ULC/Desk II 22/1758 dt. 7.12.90 obtained from Competent Authority under UL(C & R) Act, 1976, will not be complied with.
- That the dust bin will not be provided as per C. E's circular No. CE/9297/II of 26.6.1978.
- That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for Occupation Certificate /B.C.C.
- That 10'-0" wide paved pathway upto staircase will not be ~~xxxxx~~ 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 submitted the B.C.C. whichever is earlier.
- That the development charges as per M.R.& T.P. (Amendment) Act 1992, will not be paid.
- That the name plate/board showing plot No; Name of the Bldg; etc. will not be displayed at a prominent place before O.C./B.C.C.
- That the carriage entrance shall not be provided before starting the work.

.../S.

- 9. That the parking spaces shall not be provided as per D. C. Regulation No. 36.
- 10. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- 11. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S. I. shall not be submitted before asking for C.

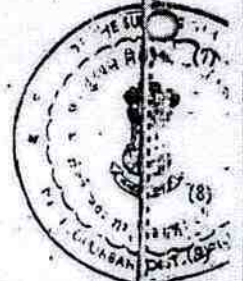
D. CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

- 1. That certificate under Section 270A of B.M.C. Act will not be obtained from H. E's Department regarding adequacy of water supply.

बदर-६/
390/92/4E
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G.21.8.96.

This I. O. D. / Lay Out is Based On
P. R. C. Dtd. 27-3-95



Executive Engineer
Bldg. Dept. W.

* This I.O.D. / L.O. is issued Subject
to the approval of Urban Band
(G. 21/8/96)

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- (13) N
- (14) R
- (15) T
- (16) F
- (17) T
- (18) T
- (19) No
- (20) This

424-R/
395/43/4E
Room

No. EB/CE/2439/103

13 SEP 1996

NOTES

- (1) The work should not be started unless objections are compiled.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction work and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand, props debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 125 cubic metres per 10 Sq. metres below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(i) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (a) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 (12 of the Town Planning Act) will be null and void.

F.C.O.

be



13/9/96
near

(W. 2)

- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Engineer is satisfied with the following :-
 - (i) Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal Corporation Act.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required by Section 361-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jistorns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a man rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 60 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5(b).
 (b) Lintels or Arches should be provided over Door and Window openings.
 (c) The drains should be laid as require under Section 234-(a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

A. C. Chaudhary
 Executive Engineer
 Sd/- Sd/- (V. S.) R. V. S.

44-2/
 396/84/46
 2009

TRUE COPY

A. C. Chaudhary
 CHAWLA ARCHITECTS & CONSULTANTS PVT. LTD.

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Office of the
Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.
Kandivli (West), Mumbai-400067

Single

MUNICIPAL CORPORATION OF GREATER MUMBAI

NO.CHE/2439/BP(WS)/AR OF 4 OCT 2000

Mr. R.R. Chawla,
Architect.

Subject : Proposed bldg.No.4 on plot bearing GTS. No.
209,211,212 and 213 of Village Poisar, Tal.
Borivli, Kandivli (West).


Reference : Your letter dated 7.2.2000.

There is no objection to carry out the work as per the amended plans submitted by you vide your letter under reference subject to the following conditions :-

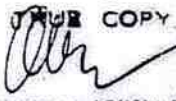
- That all the objections of this office Intimation of Disapproval under No. 13.9.96 shall be applicable & should be complied with.
- That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
- That the revised R.C.C. design and calculation should be submitted before C.C.
- That the revised drainage approval shall be submitted before C.C.
- That the P.C.D. charges shall be paid before C.C.
- That the extra water and sewerage charges shall be paid before C.C.

One set of certified plan is returned herewith as a token of approval.

Yours faithfully,


Ex. Engineer Bldg. Prop. (W.S.) 'R' Ward.

1.1 set of apprd. plan

1
TRUE COPY


CRAWLA ARCHITECTS & CONSULTANTS PVT. LTD

39C/86/VE
1002

Single

बृहन्मुंबई महानगरपालिका
BRIHANMUMBAI MAHANAGARPALIKA

No. 1 - CHE/2686/DPWS of 5/3/97

To,

M/s. Chawla Architects & Consultants
Private Limited,
Hari Chambers, 3rd floor,
58-64, Shaheed Bhagat Singh Rd,
Mumbai - 400 023.

Sub:- Land comprised in C.T.S. Nos, 209, 211, 212 & 213
of village Painsar.

Gentlemen,

Ref:- Your letter under No. CAC/44/174C-84/93 of
11.2.1997.

Under the revised Development Plan of 'R' Ward, sanctioned
by the State Govt., in the year 1993 the above land shown bounded
black on the accompanying plan, returned herewith is not reserved
for any public purpose except for the widening of the existing road.

The above land is situated in a Residential zone.

It is affected by the proposed widening of the
existing S.V. Road to 27.45mt. width as per regular line prescribed
by the Executive Engineer (Traffic & Co-ordination) whose office is
situated at 6th floor, Municipal Head Office, Fort, Mumbai - 400001.

The above remarks have been offered only from the zoning
point of view without carrying out actual inspection on site and
without any reference to the existence & status of the structures,
if any, on the land in question etc.

Yours faithfully,

Assistant Engineer,
(Development Plan).

Acc: 1 plan.

ISSUE COPY
[Signature]

CHAWLA ARCHITECTS & CONSULTANTS PVT. LTD

EXISTING RD TO BE WIDENED TO 27.45M. ...
CROSSING SIV. ROAD (11.90M) IN 47.70M AS PER R.L. ...
E.T.C.

Simple

PROPERTY

BLOCK PLAN
SCALE 1:500

R ZONE
C.T. 5 No. 213

C.T. 5 No. 213

C.T. 5 No. 213

C.T. 5 No. 213

C.T. 5 No. 213

THIS PLAN IS TO BE READ WITH LETTER
INDEX NO. 051 - 1/2
OR
STAFF



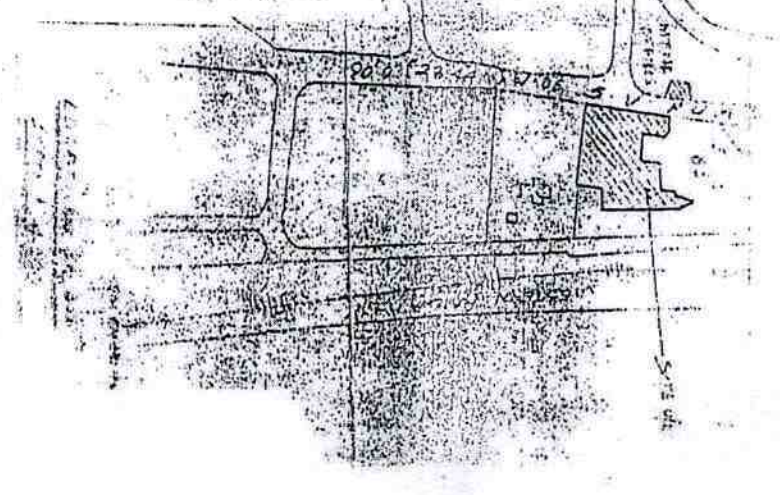
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A.E.P. 5/15/57

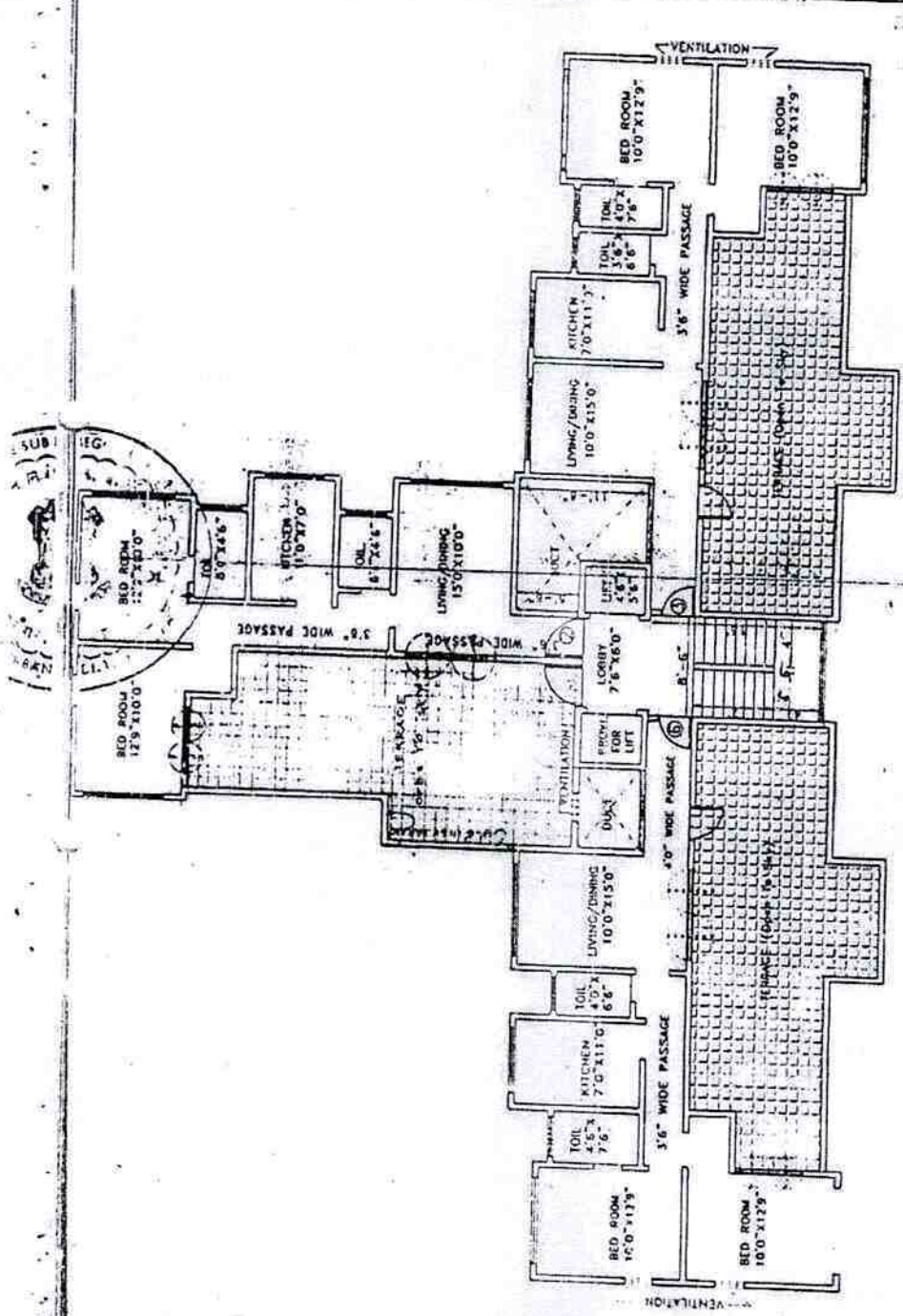
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CHANDRA ARCHITECTS & CONSULTANTS PVT. LTD.



452-3/
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ROOM



SALE PLAN

SEVENTH FLOOR PLAN
SCALE 1"=8'0"

Signature

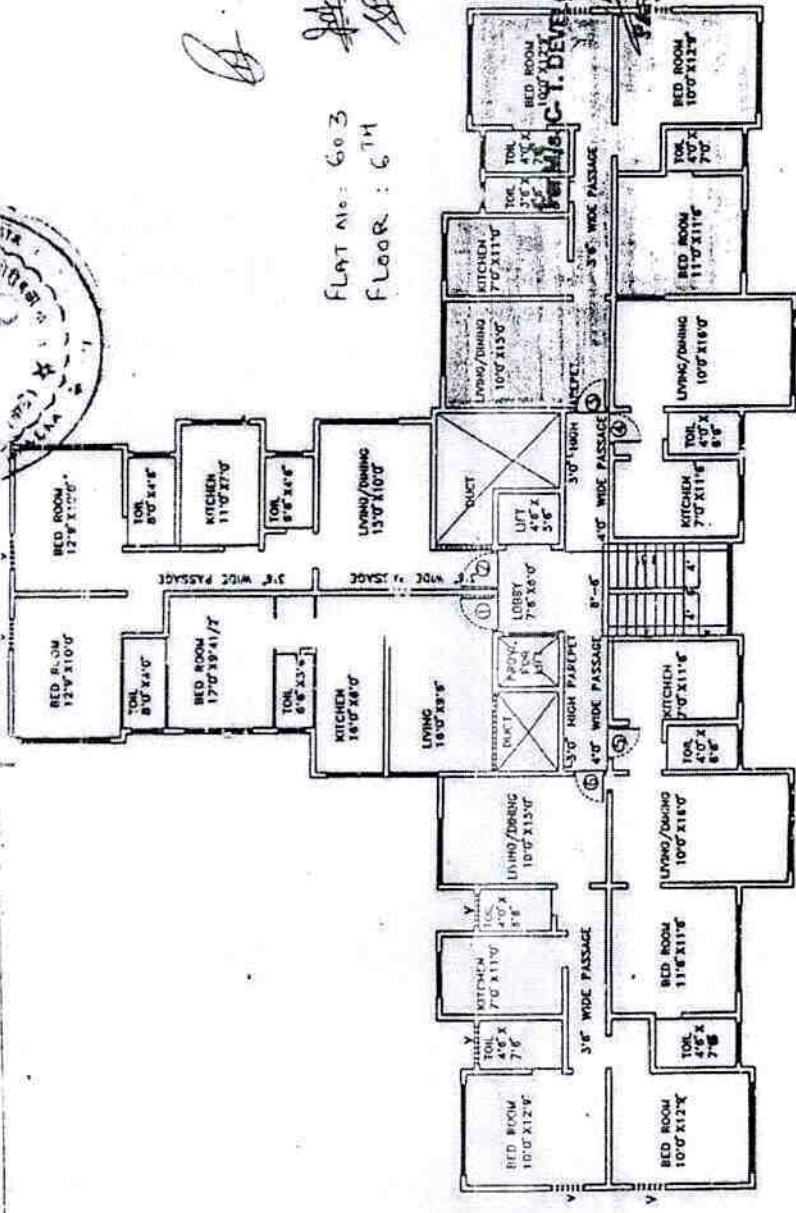
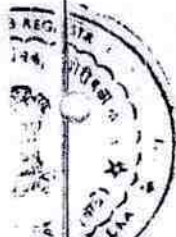
895/188/4E
ROOM

[Handwritten initials]

FLAT No: 603
FLOOR: 6TH

[Handwritten signature]
C. DEVI OPERS
PARTNER

J.N. Paleja
S.J. Paleja



TYPICAL FLOOR PLAN ✓

SALE PLAN

[Handwritten signature]

भारत सरकार अखिल भारतीय परिवहन मंत्रालय भारतीय परिवहन कर्तव्य रजिस्टर कार्डतील उताऱा

सीटी नंबर १०१२२ तालुका : घोरीवली, जिल्हा-मुंबई उपनगर भाग क्र. ८८८

सीटी सर्वे नंबर	शोधकाल बोर्ड मिटर	तस्ता प्रकार	सरकारला भरलेल्या सान्धाचा अथवा वंडाचा तपशिल व तो केव्हा बदलायचाचा
<u>२०८</u>	<u>८६०-५</u>	<u>८-१</u>	_____

वहिवारिचा नुसरा
सन १९८९ मध्ये धारणांमध्ये नाव-द्वयक कता प्राप्त झाला ? जो पर्यंत तपास लागला तो पर्यंत :

श्रीमती सकारकांती दी. नारायणदास जोशी

८९९ मन्मथ गेंवेंद्रक सुबेदी



वहिवारिचा नुसरा	वहिवारिचा नुसरा	वहिवारिचा नुसरा	प्रतिन धारण करणान्याचा (य) अथवा इतर रे. योजना अगणार (र)	तारखांकन
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प्राप्त पत्रे			
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वेग <u>८६४-५</u>	<u>१२१२१२२</u>	<u>१२१२१२२</u>	<u>१२१२१२२</u>



मन्मथ गेंवेंद्रक सुबेदी, घोरीवली

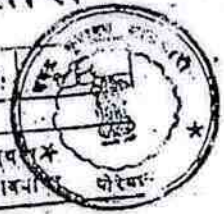
परत प्रतिनिकी

श्रीमती सकारकांती दी. नारायणदास जोशी

बदर-६/
३९८/५०/५६
२००२

माल-भत्तांच्या राजस्तर काढताळ उत्तारा

सौम्य सभे सोडिता मालकान: जिह्वा-मुपे उपनगर तालुका सोडिता



सौम्य सभे नंबर	सोडिता सोडिता विडर	उत्ता प्रकार	घरकारला भुरजेव्हा हात्याबा सपता घराबा सपतिव व तो केव्हा बदलावना
293	541	51	

पहिलीटिवा हुनक सन १९९९ मध्ये घारणाव्यापे नाम-हुबका काला प्राप्त झाला ? ओ परंत तवास लागला तो परंत ।

श्रीमती साकारवाडी तालुकाजाल जोजी

वट्टेदार	९९ सन १९९९ जोजी
इतर बोजे	
इतर बोजे	

तारीख	वपहाय	शुलीसुम नंबर	जुडिम घारण करणाव्याथा (म) थयथा इतर बोजा अंतगारा (₹)	हाकाकिन
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	सोडिता	79		
	सोडिता	80		

बदर-६/
390/49/4e
२००२

CERTIFICATE

Area measured on the Copy of the Property Card is १.१३.५९ Sq. Mtrs. in Words ... This area has been derived from the original Property Card ...

सवस्तापी धारी	१.१३.५९	सकथ थपे काव	१.१३.५९
सकथ धारी	१.१३.५९	सकथी मुल्य	
सकथ धिस्तापी धारी	१.१३.५९	सकथी नकिरक सुल्य	
सवाय धारी		धारासी सुल्य	
धारापी धारी		धारापी धारी सुल्य	
		सकथ शानक	
		सकथ सुल्य	

Superintendent of Lands Records
Mumbai

प्राथ्य प्रतिलिपी
१९९९ मध्ये काढण्यात आलेल्या मालकाचे विलंब

माल-भत्तेच्या रजिस्टर कार्डातील उल्लेख



सीटी वॉर पोस्टर

तालुका: विठ्ठल-मुंबई उपनगर
ता. कोरगाव

वेळ: १९८२

सीटी वॉर नंबर	वेबकल पं.रस मिटर	घसा प्रकार	परकारला भरलेल्या घात्याचा मसुदा संख्या तपविले व तो केव्हा बदलावघापा
273	32257 [20300] 20000 30000	घसा	

बहिष्कारिता हक्क तसेच १९८२ मध्ये घारणाच्याचें नाव-हक्क कसा प्राप्त झाला ? जो पर्यंत तपास लागला तो पर्यंत।
श्रीमती स्वाकर्ण्वि गणपतराव जोशी

वट्टदार



व्यवहार	वट्टवृत्त नंबर	मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	हालाकत
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	३८		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	३९		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	४०		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	४१		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	४२		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	४३		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	४४		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	४५		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	४६		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	४७		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	४८		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	४९		
मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)	५०		

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५ एप्रिल १९८२

मालाधारण करणाऱ्याचा (प) अथवा वारसपोजा असणारा (ई)

घदर-६/
३९६/४४/४२
२००२

३३३२/९
महाराष्ट्र अधिनियम १९६३
मा. स. नि. वि. क्र. ५८६४/१९८९
मा. स. नि. वि. क्र. ५८६४/१९८९
मा. स. नि. वि. क्र. ५८६४/१९८९
मा. स. नि. वि. क्र. ५८६४/१९८९
मा. स. नि. वि. क्र. ५८६४/१९८९
मा. स. नि. वि. क्र. ५८६४/१९८९
मा. स. नि. वि. क्र. ५८६४/१९८९
मा. स. नि. वि. क्र. ५८६४/१९८९
मा. स. नि. वि. क्र. ५८६४/१९८९

मुद्रांक ५
२७/५४/१९८९
२७/५४/१९८९
२७/५४/१९८९



CERTIFICATE

The Copy of
2976-1
of the original
in the office of the
Municipal Security Officer
at
with the
entries of
original
Project
of the
of Land Records
of Suburban
District

शुद्ध धारणकारी तारीख	२०-१२-२००२	महाराष्ट्र राज्य अधिनियम	१९६३
एकसम उपचार तारीख	२०-१२-२००२	महाराष्ट्र राज्य अधिनियम	१९६३
एकसम विल्यायी तारीख	१७/१२/०२	महाराष्ट्र राज्य अधिनियम	१९६३
एवम फरमाद		धारणकारी मुद्रांक	
विल्यायी उद्देश्य		धरातणपी अधिकारी मुद्रांक	
		कागद मुद्रांक	
		रमुद्रा मुद्रांक	
		परक नमूना नं.	



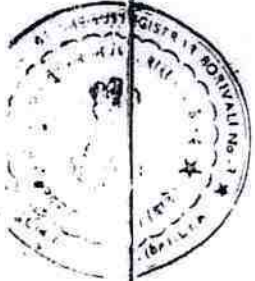
ताय प्रतिज्ञा
शुद्ध धारणकारी, धारा

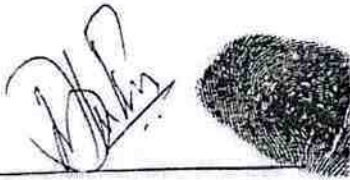
बदर-६/
३९८५५५५६
२००२

संयुक्त नं. ३९८ खालील प्रमाणे फी मिळाली.
एतद्दम १०० से महिन्यांचे रु. पै.
..... ताकदीस ३ व गोंदपती
..... वाड्यासाठी वाड्यातून लहान हुकूमद होते
निबंधक वाड्या यांचे खालीलप्रमाणे हुकूमद नकल (कोऑरिज)
केला. रुकवात
..... पाईचीस
..... टपाल
..... टिकट


सह. हुकूमद नकल वाड्यातून वाड्यातून निबंधक वाड्यातून
मुंबई उपनगर जिल्हा मुंबई उपनगर जिल्हा

सो- एक फी (२५६६६६६६) का ०६, नोव्हेंरी रा
की ३०३ रिथीं किनासा का कोऑरिज का काकोनापारा (५).
हे जो रिथी डेव्होपर्स का काकिदार (गुणवत)
निघ्न कापणे सो (३९८५५५५५६) का २२/२००२
केला. ३९८.



1 

2 J. N. Lakshya 

3 S. J. Patel 

१) श्री. सुवर्ण लाल गजनी माली -
 पाठन कार्यालय राड कोरीवली (५) अहमदनगर
 २) श्री. सविता गोपीनाथी गजनी रा. माली माली

हे देणे वील इन्वॉयस करण
 देणान्य स काळी म अन्वयार्थि सांगितात
 व सांगी कर देतात. U Yadka

उपरोक्त

- १) Yadka
- २) Trampani

सह दुय्यम निबंधक कोरीवली- २
 सं. १९/१२०२ मुंबई उच्च न्यायालय जिल्हा.

बदर-६/
39C 4E 4E
२००२

2

Office of the
Ex. Eng. Bldg. Prop. (W) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.
Kandivali (West), Mumbai-400 022

BRIHANMUMBAI MAHANAGARPALIKA

NO. CHE/2439/BP(WS)/AR

29 MAR 2005

To,

Shri C.N. Chhabria,
Owner.

Subject : Permission to occupy the completed bldg.
No. 4 on land bearing C.T.S. No. 209,
211, 212 & 213 of village Poisar at
S.V. Road, Kandivali (West).

Reference : Your Arch's letter No. CAC/105/174-84/277,
dated 07.12.2002.

The development work of building No. 4 comprising of Stilt +
6th + 7th (pt) upper floors on plot bearing C.T.S. No. 209, 211, 212 &
213 of Village Poisar at S.V. Road, Kandivali (West) completed under
the supervision of Shri R.R. Chawla, Licenced Architect having Lic. No.
CA/76/2976, Shri V.V. Gokhale of Associated Consultants, Licenced
Structural Engineer, having Licence No.STR/42 and Lic. Site Supervisor,
Shri Y.D. Vaja, having Licence No.V/26/SS-1, may be occupied on the
following conditions :-

1. That the certificates U/s 270A of B.M.C.Act shall be obtained
from A.E.W.W.R/South and a certified copy of the same shall be
submitted to this office.

A set of plan duly signed is returned herewith in token of
approval.

THIS IS XEROX COPY

Yours faithfully,

D. P. M. M.
Ex. Engineer, Bldg. Proposal
(Western Suburbs) R - Wards.
29/3/05