

Nilgiri Building → D-13 ⇒ 10

Palbir Singh Age

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1/2 - 13-10
Mildred J. Higgins

1/2 - 13-10
Mildred J. Higgins

1/2 - 13-10



Friday, June 13, 2003
4:34:51 PM

पावती



Original
नोंदणी 39 म.
Regn. 39 M

पावती क्र. : 3553

दिनांक 13/06/2003

गावाचे नाव बारावे

दस्तऐवजाचा अनुक्रमांक कलन1 - 03545 - 2003

दस्ता ऐवजाचा प्रकार करारनामा

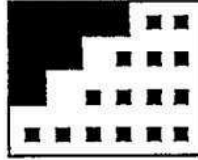
सादर करणाराचे नाव: बलवीर क्रिशन बहल

नोंदणी फी	:-	4540.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (76)	:-	1520.00
एकूण रु.		6060.00

आपणास हा दस्त अंदाजे 4:49PM ह्या वेळेस मिळेल

दुय्यम निबधक

बाजार मुल्य: 397800 रु. मोबदला: 453375 रु.
भरलेले मुद्रांक शुल्क: 7400 रु.



Godrej
PROPERTIES &
INVESTMENTS LIMITED

3rd Floor, Factory Administrative Building, Pirojshanagar,
Eastern Express Highway, Vikhroli (E), Mumbai - 400 079
Phone : (91-22) 518 87 19 • Fax : (91-22) 518 87 17
E-mail : ktjgpil@vsnl.com

Ref : GHD1302D1

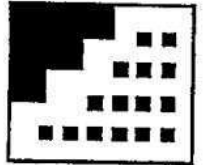
17th June, 2003

ICICI Home Finance Company Limited (IHFC)
(as duly constituted attorneys in this behalf of ICICI Group Enterprise)
ICICI Towers, Bandra Kurla Complex, Mumbai - 400 051

Dear Sirs,

Re : **Permission to mortgage flat no. 02D1 (10) on the second floor of the building named as D13 (Nilgiris - 3) situated at Godrej Hill, Kalyan**

1. This is to confirm that we have allotted/sold flat no.02D1.(10) admeasuring 40.80 sq. mts. (carpet area) on the second floor of the building known as D13 (Nilgiris - 3) situated at Godrej Hill, Kalyan constructed by us to **MR. BALBIR KRISHAN BAHL & MS. KIRTI BAHL** for a total consideration of **Rs. 4,53,375/-** (Rupees Four Lakhs Fifty Three Thousand Three Hundred Seventy Five Only).
2. We confirm that we have obtained necessary permission / approvals / sanctions for construction of the said building from all the concerned competent authorities and the construction of the building as well as of the flat are in accordance with the approved plans. We assure that the said flat as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable. We have a clear, legal & marketable title to the said property and every part thereof.
3. **MR. BALBIR KRISHAN BAHL & MS. KIRTI BAHL** have paid an amount of **Rs. 68,800/-** (Rupees Sixty Eight Thousand Eight Hundred Only) and a sum of **Rs. 3,84,575/-** (Rupees Three Lakhs Eighty Four Thousand Five Hundred Seventy Five Only) remains to be paid towards the cost of the said flat.
4. Possession of the said flat will be given to **MR. BALBIR KRISHAN BAHL & MS. KIRTI BAHL** on payment of the full consideration of the flat.
5. We are aware that the said to **MR. BALBIR KRISHAN BAHL & MS. KIRTI BAHL** have approached ICICI Group Enterprise for a loan for purchasing / acquiring the said flat and that ICICI Group Enterprise has agreed to sanction / grant the loan to to **MR. BALBIR KRISHAN BAHL & MS. KIRTI BAHL** purchase / acquire the above flat and to **MR. BALBIR KRISHAN BAHL & MS. KIRTI BAHL** have agreed to mortgage the said flat in your favour / in favour of your security trustee as security for the said loan. We hereby confirm that we have no objection to to **MR. BALBIR KRISHAN BAHL & MS. KIRTI BAHL** mortgaging the said flat to your Company / in favour of your security trustee by way of security for repayment of the said loan.



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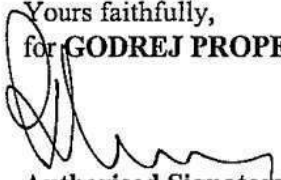
AND notwithstanding anything to the contrary contained in the said Agreement for Sale, we hereby agree to note the aforesaid charge in our books in respect of the said flat and to **MR. BALBIR KRISHAN BAHL & MS. KIRTI BAHL** will not be permitted to transfer, assign, sell off / cancel or in any other way / manner deal with the said flat prejudicial to the interest of the aforesaid mortgagee without the prior written consent of the aforesaid mortgagee.

6. We undertake to form a Co-operative Society under the Apartment Ownership Act of the premises/ flat holders in the aforesaid building within the statutory period. And we agree to inform and give proper notice to the Co-operative Society as and when formed, about the said unit/flat being so mortgaged to your Company.

Thanking you,

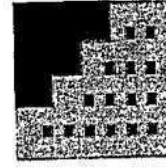
Yours faithfully,

for **GODREJ PROPERTIES & INVESTMENTS LIMITED**


Authorized Signatory

lv.mort

3rd Floor, Factory Administrative Building, Pirojshanagar,
Eastern Express Highway, Vikhroli(E), Mumbai 400 079
Phone: (91-22) 518 87 19 Fax: (91-22) 518 87 17
Email:marketing@godrejproperties.com



Godrej
PROPERTIES &
INVESTMENTS LIMITED

Flat code: GHD1303C1

September 18, 2003

MR. BALBIR KRISHAN BAHL
C9/1, NILE COOP HSG. STY.
GODREJ HILL
KALYAN 421 301

Dear Mr. Bahl,

We are enclosing the application form for registration of electric meter for your above mentioned flat code in your name. You are requested to sign at the place marked with a cross.

Kindly have the same sent back us at the Site Office or the above-mentioned address to the attention of the under signed.

Thanking you,

Sincerely
For Godrej Properties & Investments Ltd.

Priya Kapadia
Officer – Customer Support

Ms. Baljit Bahl

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Godrej HILL

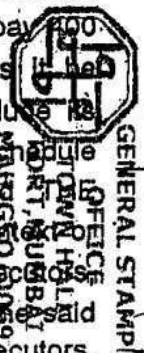
AGREEMENT FOR SALE

Godrej Properties & Investments Ltd.

Godrej Bhavan, 4A, Home Street, Bombay 400 001.

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ARTICLES OF AGREEMENT made at Bombay as per date as mentioned in Schedule Z clause 1 Between Messrs Godrej Properties and Investments limited, a Company incorporated under the Companies Act 1956 having its registered office at Pirojshanagar, Eastern Express Highway, Vikhroli, Bombay 400 079 and an Administrative Office at Godrej Bhavan, 3rd Floor, 4-A Home Street, Bombay 400 001 hereinafter called "THE BUILDERS" (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include the successors and assigns) of the one Part AND applicants as mentioned in Schedule Z Clause '3' Sub-clause a & b alongwith their address, hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context meaning thereof be deemed to mean and include his / her / their heirs, executors, administrators and permitted / assigns the partners for the time being of the said partnership firm, the survivors or survivor of them and their heirs, executors, administrators and permitted assigns / successors and permitted assigns of the other part:



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OFFICE
MUMBAI
INDIA
R. 0007400
PB 1091
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MAY 26 2003

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K. R. Pednekar
The Deputy Commissioner
Mumbai

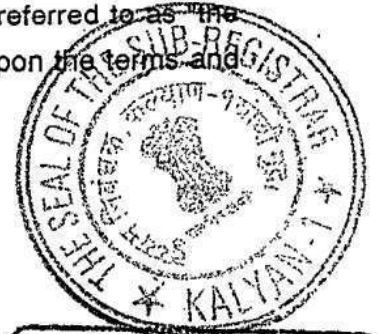
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WHEREAS :

1. By the Agreement for Sale dated 15th October 1985 and the Deed of Confirmation dated 3rd December 1990 made and entered into between Mr. Girnya Vithu Dhone and others, being the Owners (hereinafter called "the First Owners") as the Vendors thereto of the One Part and one Mr. Shirish Madhukar Dalvi as the Purchaser thereto of the Other Part, the said First Owners have agreed to sell to the said Shirish Madhukar Davi, the pieces and parcels of lands bearing Survey No. 6 Hissa No.1, Survey No.6 Hissa No.19 (part) and Survey No. 6 Hissa No.20 situated, lying and being at Village Barave, Taluka Kalyan District Thane and more particularly described Firstly in the First Schedule hereunder written (hereinafter referred to as "the First Owners of the said lands") for the consideration and upon the terms and conditions contained in the said Agreement for Sale.

- 2) By the Agreement for Sale dated 30th August 1985 and the Deed of Confirmation dated 24th November 1990 made and entered into between Mrs. Nagubai Ladku Murkute and others, being the Owners (hereinafter called "the Second Owners") as the Vendors thereto of the One part and the said Shirish Madhukar Dalvi as the Purchaser thereto of the other part, the said Second Owners have agreed to sell to the said Shirish Madhukar Dalvi, the pieces and parcels of lands bearing Survey No.6 Hissa No.2, Survey No.6 Hissa No.3 and Survey No.6 Hissa No.19 (part) situated, lying and being at Village Barave, Taluka Kalyan, District Thane and more particularly described secondly in the First Schedule hereunder written (hereinafter referred to as "the Second Owners of the said lands"), for the consideration and upon the terms and conditions contained in the said Agreement for Sale.

3. By the Agreement for Sale dated 30th October 1985 and the Deed of Confirmation dated 21st November 1990 made and entered into between Mr. Pundalik Kathod Madhvi and others, being the owners (hereinafter called "the Third owners") as the Vendors thereto of the One Part and the said Shirish Madhukar Dalvi as the Purchaser thereto of the Other Part, the said Third Owners have agreed to sell to the said Shirish Madhukar Dalvi, the piece and parcel of land bearing Survey No.6, Hissa No.4 situated, lying and being at Village Barave, Taluka Kalyan, District Thane and more particularly described thirdly in the First Schedule hereunder written (hereinafter referred to as "the third owners of the said land"), for the consideration and upon the terms and



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conditions contained in the said Agreement for sale.

4. By the Agreement for Sale dated 12th November 1985 and the Deed of Confirmation dated 22nd November 1990 made and entered into between Mrs. Zujibai Rangu Murkute and others, being the owners (hereinafter called "the Fourth owners") as the Vendors thereto of the one part and the said Shirish Madhukar Dalvi as the Purchaser thereto of the other part, the said fourth owners have agreed to sell to the said Shirish Madhukar Dalvi, the piece and parcel of land bearing Survey No.6 Hissa No.5 situated, lying and being at Village Barave, Taluka Kalyan, District Thane and more particularly described Fourthly in the First Schedule hereunder written (hereinafter referred to as "the fourth owners of the said land"), for the consideration and upon the terms and conditions contained in the said Agreement for Sale.
5. By the Memorandum of Understanding dated 14th March 1991, the said Shirish Madhukar Dalvi has agreed to interalia assign the benefits of the hereinbefore recited Agreements for Sale dated 15th October 1985, 30th August 1985, 30th October 1985 and 12th November 1985 and Deeds of Confirmation dated 3rd December 1990, 24th November 1990, 21st November 1990 and 22nd November 1990 in favour of the Builders herein and in his turn to sell the first owners said lands, the second owners said lands, the third owners said land and the fourth owners said land to the builders herein, for the consideration and upon the terms and conditions therein contained.
6. Pursuant to the said Memorandum of Understanding, by the Agreement for Sale dated 16th September 1991 made and entered into between the said Shirish Madhukar Dalvi as the Vendor thereto of the First Part and the said first owners as the confirming Parties thereto of the Second Part and the Builders herein as the Purchasers thereto of the Third Part, the said Shirish Madhukar Dalvi has agreed to assign the benefits of the said Agreement for Sale dated 15th October 1985 and Deed of Confirmation dated 3rd December 1990 and to sell the first Owners said lands to the Builders, the said first Owners as Confirming Parties thereto have confirmed the said Agreement for Sale dated 16th September 1991 and consented to the said Shirish Madhukar Dalvi agreeing to assign the benefits of the said Agreement for sale dated 15th October 1985 and Deed of Confirmation dated 3rd December 1990 in favour of the Builders and in his turn agreeing to sell the first Owner said lands to the builders and the builders have agreed to acquire the benefits of the said



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Agreement for Sale dated 15th October 1985 and Deed of Confirmation dated 3rd December 1990 and to purchase the first owners said lands, for the consideration and upon the terms and conditions therein contained.

7. Pursuant to the said Memorandum of Understanding, by the Agreement for Sale dated 31st October 1992 made and entered into between the said Shirish Madhukar Dalvi as the vendor thereto of the First Part and the said Second Owners as the confirming Parties thereto of the Second Part and the Builders herein as the Purchasers thereto of the Third Part, the said Shirish Madhukar Dalvi has agreed to assign the benefits of the said Agreement for Sale dated 30th August 1985 and Deed of Confirmation dated 24th November 1990 and to sell the second Owners said lands to the Builders, the said Second owners as Confirming Parties thereto have confirmed the said Agreement for Sale dated 31st October 1992 and connected to the said Shirish Madhukar Dalvi agreeing to assign the benefits of the said Agreement for sale dated 30th August 1985 and Deed of Confirmation dated 24th November 1990 in favour of the Builders and in his turn agreeing to sell the second Owners said lands to the builders and the builders have agreed to acquire the benefits of the said Agreement for Sale dated 30th August 1985 and Deed of Confirmation dated 24th November 1990 and to purchase the second owners said lands, for the consideration and upon the terms and conditions therein contained.
8. Pursuant to the said Memorandum of Understanding, by the Agreement for sale dated 21st January 1992 made and entered into between the said Shirish Madhukar Dalvi as the Vendor thereto of the First Part and the said third Owners as the confirming Parties thereto of the Second Part and the Builders herein as the Purchasers thereto of the Third Part, the said Shirish Madhukar Dalvi has agreed to assign the benefits of the said Agreement for Sale dated 30th October 1985 and Deed of Confirmation dated 21st November 1990 and to sell the third Owners said land to the Builders, the said third owners as Confirming Parties thereto have confirmed the said Agreement for Sale dated 21st January 1992 and consented to the said Shirish Madhukar Dalvi agreeing to assign the benefits of the said Agreement for sale dated 30th October 1985 and Deed of Confirmation dated 21st November 1990 in favour of the Builders and in his turn agreeing to sell the third Owners said land to the builders and the builders have agreed to acquire the benefits of the said Agreement for Sale dated 30th October 1985 and Deed of Confirmation dated 21st November 1990 and to purchase the third owners said land, for the consideration and upon



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the terms and conditions therein contained.

9. Pursuant to the said Memorandum of Understanding, by the Agreement for Sale dated 18th January 1993 made and entered into between the said Shirish Madhukar Dalvi as the Vendor thereto of the First Part and the said fourth Owners as the confirming Parties thereto of the Second Part and the Builders herein as the Purchasers thereto of the Third Part, the said Shirish Madhukar Dalvi has agreed to assign the benefits of the said Agreement for Sale dated 12th November 1985 and Deed of Confirmation dated 22nd November 1990 and to sell the fourth Owners said land to the Builders, the said fourth owners as Confirming Parties thereto have confirmed the said Agreement for Sale dated 18th January 1993 and consented to the said Shirish Madhukar Dalvi agreeing to assign the benefits of the said Agreement for sale dated 12th November 1985 and Deed of Confirmation dated 22nd November 1990 in favour of the Builders and in his turn agreeing to sell the fourth Owners said land to the builders and the builders have agreed to acquire the benefits of the said Agreement for Sale dated 12th November 1985 and Deed of Confirmation dated 22nd November 1990 and to purchase the fourth owners said land, for the consideration and upon the terms and conditions therein contained.
10. In pursuance of the said Agreement for Sale dated 16th September 1991 the first Owners and the said Shirish Madhukar Dalvi have executed in favour of the Builders an Irrevocable General Power of Attorney dated 8th February 1993 and lodged for registration with the Sub-Registrar, Kalyan under Serial No.442 on the same day, in respect of the first Owners said lands authorising and empowering the builders to do all or any of the acts, deeds, matters and things necessary to develop the first owners said lands in accordance with the plans sanctioned and the permissions and sanctions obtained, and further granted to the Builders the right to sell the flats/shops/garages/parking spaces in the buildings to be constructed on the first owners said lands and to enter into agreements with prospective purchasers for the said purpose and to receive the sale proceeds in respect thereof and also to sign, execute and deliver conveyance or any other document of transfer in respect of the first owners said lands and/or the buildings to be constructed thereon in favour of such persons as the Builders shall determine.
11. In pursuance of the said Agreement for Sale dated 31st October 1992 the



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Sub-Registrar

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Second owners and the said Shirish Madhukar Dalvi have executed in favour of the Builders an irrevocable General Power of Attorney dated 13th January 1993 and lodged for registration with the Sub-Registrar, Kalyan under Serial No.53 on the same day, in respect of the second owners said lands authorising and empowering the builders to do all or any of the acts, deeds, matters and things necessary to develop the second owners said lands in accordance with the plans sanctioned and the permissions and sanctions obtained, and further granted to the Builders the right to sell the flats/shops/garages/parking spaces in the buildings to be constructed on the second owners said lands and to enter into agreements with prospective purchasers for the said purpose and to receive the sale proceeds in respect thereof and also to sign, execute and deliver conveyance or any other document of transfer in respect of the second owners said land and/or the buildings to be constructed thereon in favour of such persons as the Builders shall determine.

14. In pursuance of the said Agreement for Sale dated 21st January 1992 the Third owners and the said Shirish Madhukar Dalvi have executed in favour of the Builders an irrevocable General Power of Attorney dated 27th January 1993 and lodged for registration with the Sub-Registrar, Kalyan under Serial No.268 on the same day, in respect of the third owners said land authorising and empowering the builders to do all or any of the acts, deeds, matters and things necessary to develop the third owners said land in accordance with the plans sanctioned and the permissions and sanctions obtained, and further granted to the Builders the right to sell the flats/shops/garages/parking spaces in the buildings to be constructed on the third Owners said land and to enter into agreements with prospective purchasers for the said purpose and to receive the sale proceeds in respect thereof and also to sign, execute and deliver conveyance or any other document of transfer in respect of the third owners said land and/or the buildings to be constructed thereon in favour of such persons as the Builders shall determine.

15. In pursuance of the said Agreement for sale dated 18th January 1993 the Fourth owners and the said Shirish Madhukar Dalvi have executed in favour of the Builders an irrevocable General Power of Attorney dated 12th February 1993 and lodged for registration with the Sub-Registrar, Kalyan under Serial No.496 on the same day, in respect of the fourth Owners said land authorising and empowering the builders to do all or any of the acts deeds, matters and things necessary to develop the fourth Owners said land in accordance with



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the plans sanctioned and the permissions and sanctions obtained, and further granted to the Builders the right to sell the flats/shops/garages/parking spaces in the buildings to be constructed on the fourth Owners said land and to enter into agreements with prospective purchasers for the said purpose and to receive the sale proceeds in respect thereof and also to sign, execute and deliver conveyance or any other document of transfer in respect of the fourth owners said land and/or the buildings to be constructed thereon in favour of such persons as the Builders shall determine.

16. In pursuance of the said hereinbefore recited Agreements for sale dated 16th September, 1991, 31st October 1992, 21st January 1992 and 18th January 1993, the builders have been put into vacant and peaceful possession of the first owners said lands, the second owners said lands, the third owners said land and the fourth owners said land and the builder are entitled to develop the same in the premises heretobefore recited.
17. By order dated 27th July 1990 bearing No. ULC/ULN/SR-6(1)/SR-LR 671 passed under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976, the Competent Authority, Ulhasnagar Urban Agglomeration has declared the entire area of 4300 sq. metres of the land bearing Survey No.6 Hissa No.20 and an area of 3200 sq. metres out of the total area admeasuring 3800 sq. metres of the land bearing survey No.6 Hissa No.19 (part) belonging to the first owners as retainable vacant lands within the ceiling limit of the first owners as required under the said Act (hereinafter referred to as "the retainable portion of the first owners said lands") and has permitted the first owners to retain the same. By the said order, the Competent Authority further declared the entire area of 3600 sq. metres of the land bearing Survey No.6 Hissa No.1 and the balance area of 600 sq. metres out of the total area admeasuring 3800 sq. metres of the land bearing Survey No.6 Hissa No.19 (part) belonging to the first owners as surplus vacant lands in excess of the ceiling limit of the first owners as prescribed under the said Act (hereinafter referred to as "the surplus portion of the first owners said lands").
18. As per the said order dated 19th August 1994 of the Competent Authority, Ulhasnagar Urban Agglomeration and as a result of the said Agreement dated 16th September 1991, the builders are entitled and enjoined upon to construct buildings on the said surplus portion of the first owners said lands declared as surplus vacant lands in accordance with the said order.

Sachin Kulkarni

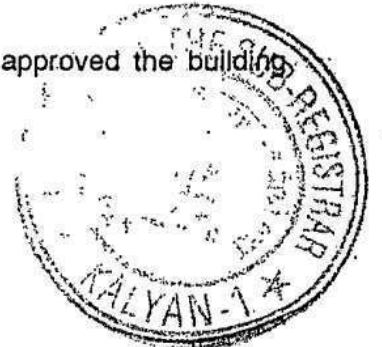
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19. By its order dated 19th January 1991 bearing No. ULC/ULC/6(1)/SR-69/Barave passed under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976, the Competent Authority, Ulhasnagar Urban Agglomeration has declared the entire area of the second owners said lands as retainable vacant lands within the ceiling limit of the Second owners as required under the said Act and has permitted the second owners to retain the same.
20. By its order dated 14th December 1989 bearing No.ULC/ULN/6(1)/SR-19/Barave passed under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976, the Competent Authority, Ulhasnagar Urban Agglomeration has declared the entire area of the Third owners said land as retainable vacant land within the ceiling limit of the third owners as required under the said Act and has permitted the third owners to retain the same.
21. By its order dated 31st July 1990 bearing No.ULC/ULN/SR/LR-452/Barave passed under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976, the Competent Authority, Ulhasnagar Urban Agglomeration has declared the entire area of the fourth owners said land as retainable vacant land within the ceiling limit of the fourth owners as required under the said Act and has permitted the fourth owners to retain the same.
22. By its order dated 28th October 1991 bearing No.TD/VI/TNC/SR/1175, The Sub-Divisional Officer, Thane has granted to the Second Owners permission under Section 43(1) of the Bombay Tenancy and Agricultural Lands Act, 1948 read with Rule 25-A(1)(e) of the Bombay Tenancy and Agricultural Lands Rules, 1956 to develop the land bearing Survey No. 6 Hissa No.2 belonging to the Second Owners for non-agricultural purpose upon the terms and conditions therein contained.
23. The Kalyan Municipal Corporation has sanctioned and approved the building plans, specifications, elevations, sections and details submitted to it by the Architects of the said Shirish Madhukar Dalvi, for and on behalf of the first owners, for development of the said retainable portion of the first owners said lands and the Kalyan Municipal Corporation has issued its IOD firstly dated 27th November 1991 bearing No. KMP/NRV/BP/KV/720-148 and secondly dated 18th December 1991 bearing no. KMP/NRV/BP/KV/695-145 in that regard.
24. The Kalyan Municipal Corporation has sanctioned and approved the building



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plans, specifications elevations, sections and details submitted to it by the Architects of the said Shirish Madhukar Dalvi, for and on behalf of the second owners, for development of the second owners said lands and the Kalyan Municipal Corporation has issued its IOD firstly dated 13th June 1991 bearing No. KMP/NRV/BP/KV/308/64 and secondly dated 14th November 1991 bearing No. KMP/NRV/BP/KV/691/143 in that regard.

25. The Kalyan Municipal Corporation has sanctioned and approved the building plans, specifications elevations, sections and details submitted to it by the Architects of the said Shirish Madhukar Dalvi, for and on behalf of the third owners and the fourth Owners, for development of third owners said land and the fourth Owners said land and the Kalyan Municipal Corporation has issued its IOD dated 5th October 1991 bearing No. KMP/NRV/BP/KV/560-115 in that regard.
26. By the order dated 15th May 1992 bearing No. Revenue/Section-1/Desk-2/NAP/SR/3/92, the Tahsildar, Kalyan has granted permission under section 44 of the Maharashtra Land Revenue Code, 1966 and Section 18 of the Maharashtra Regional and Town Planning Act, 1966 to use the retainable portion of the first owners said lands for non-agricultural use/purpose subject to the conditions stated therein.
27. By the order dated 15th May 1992 bearing No. Revenue/Section-1/Desk-2/NAP/SR/1/92, the Tahsildar, Kalyan has granted permission under Section 44 of the Maharashtra Land Revenue Code, 1966 and Section 18 of the Maharashtra Regional and Town Planning Act, 1966 to use the second owners said land for non-agricultural use-purpoe subject to the conditions stated therein.
28. By the order dated 18th May 1992 bearing No. Revenue/Section-1/Desk-2/NAP/SR/4/92, the Tahsildar, Kalyan has granted permission under section 44 of the Maharashtra Land Revenue Code, 1966 and Section 18 of the Maharashtra Regional and Town Planning Act, 1966 to use the third owners said land and the fourth Owners said land for non-agricultural use/purpose subject to the conditions stated therein.
29. While sanctioning the said plans, the Kalyan Municipal Corporation has laid down in its aforesaid IODs certain terms, conditions, stipulations and restrictions which are to be observed and performed by the builders while developing the First



Shirish Dalvi
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Owners said lands, the Second Owners said lands, the third owners said land and the Fourth owners said land, respectively more particularly described Firstly, Secondly, Thirdly and Fourthly in the First Schedule hereunder written (hereinafter collectively referred to as "the said lands") and constructing building/s thereon and upon due observance and performance of which the Occupation Certificate in respect of building/s shall be granted by it. Copies of the aforesaid IODs are hereto annexed and marked Annexures 'A'.

30. The Builders have similarly agreed to purchase and have acquired rights for development of diverse other adjacent plots of lands more particularly described in the Second Schedule hereunder written. The Builders have proposed to develop the said lands more particularly described firstly, secondly, thirdly and fourthly in the First Schedule hereunder written and the other lands more particularly described in the second schedule hereunder written entirely as one Commercial-Cum-Residential Complex comprising of several buildings and row houses and shopping Complex to be known and called as "GODREJ HILL", in accordance with the plans sanctioned and the permissions and sanctions granted by the concerned authorities.
31. By the Agreement dated 14th November 1994 made and entered into between the Builders herein as the Constituted Attorneys of the Owners of the One Part and the Municipal Corporation for the City of Kalyan of the Other Part, the builders have agreed to surrender and hand over to the said Corporation portions of the lands comprising in the said complex admeasuring 6794.73 sq. metres or thereabouts which are affected by the proposed Reservations designated on the draft development plan of the said Corporation and the said Corporation has inter alia shown on the lay out plan of the lands comprising in the said Godrej Hill Complex more particularly described in the first and second schedules hereunder written, the areas affected by the proposed reservations required to be surrendered and handed over by the builders to the said Corporation and in lieu and consideration thereof agreed to grant to the builders F.S.I. to the extent of 100 per cent of the said area affected by the proposed reservations to be surrendered and handed over by the builders, upon certain terms and conditions contained in the said agreement.
32. As per the said building plans sanctioned and approved by the Kalyan Municipal Corporation and the permissions and sanctions granted for development of the



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said lands, the builders have proposed to construct on the said lands thirteen new buildings bearing Nos. D-14 to D-17 of which buildings shall be of ground floor (at stilt level) and three upper floors, one building D-10 shall be of ground floor at stilt level and four upper floors. The said lands more particularly described firstly, secondly, thirdly and fourthly in the first Schedule hereunder written, as stated aforesaid, alongwith several other adjacent plots of lands more particularly described in the Second Schedule hereunder written, are being developed by the Builders and shall collectively form a larger commercial-cum-residential complex to be known and called as "GODREJ HILL".

33. The DILR has demarcated the boundaries of the said lands and issued the Survey Plans certified by it. As per the said Certified Survey plans the aggregate area of the said lands is 34200 sq. metres.
34. The Builders have entered into a Standard Agreement with an Architect registered with the Council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects.
35. The Builders have appointed a Structural Engineer for the preparation of the structural designs and drawings of the buildings to be constructed on the said lands and the builders accept the professional supervision of the Architect and the Structural Engineer for the construction of the said buildings.
36. By virtue of the hereinbefore recited Agreements and the hereinbefore recited Power of Attorneys executed in pursuance thereof by the first owners, the second owners, the third owners and the fourth owners and the said Shirish Madhukar Dalvi in favour of the Builders, the builders alone have the right to develop the said lands of which possession has been handed over to the builders and the builders alone have the sole and exclusive right to sell the flats/shops/garages/~~parking spaces~~ in the buildings to be constructed by the builders on the said lands and to enter into Agreements with the purchasers of the flats/shops/~~parking spaces/garages~~ for the said purpose and to receive the sale price in respect thereof.
37. The Purchasers demanded from the Builders and the Builders have given inspection to the purchasers of all the documents of title relating to the said lands, the hereinbefore recited agreements, Deeds of Confirmation, Memorandum of



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- Understanding, Power of Attorneys, the orders passed by the Competent Authority, the Sub-Divisional Officer and Tahsildar, the IODs issued by the Kalyan Municipal Corporation and the sanctioned building plans and drawings and the specifications and designs prepared by the Architects of the builders and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder.
38. Copies of the Certificates of Title issued by the Attorneys-at-Law of the Builders, copies of extract of Village Form.No.VII and XII in respect of the said lands issued by the Talathi, Kalyan and a copy of the lay out plan of the "Godrej Hill" Complex and plans and specifications in respect of the flat/shop agreed to be purchased by the purchasers as approved by the concerned Local Authority have been annexed hereto and marked as Annexures 'C' respectively.
39. The First owners, the second owners, the third owners and the Fourth owners have handed over and delivered to the Builders vacant, peaceful and exclusive possession of the said lands more particularly described firstly, secondly, thirdly and fourthly in the first schedule hereunder written for development of the same as hereto before recited.
40. The Builders have commenced constructions of building/s on the said lands in accordance with the sanctioned plans and permissions and sanctions granted.
41. The Purchaser/s applied to the Builders for allotment to the purchaser/one unit as mentioned in Schedule 'Z' Clause 2, sub-clause 'e' bearing No. mentioned in Schedule 'Z' Clause 2 Sub-clause 'a' on the floor as mentioned in Schedule 'Z' clause 2, Sub-clause 'c' in the building as mentioned in Schedule 'Z' clause 2 sub-clause 'b' to be constructed on the said land more particularly described in the first schedule hereunder written and to be situated in the said commercial-cum-residential complex to be known and called as "GODREJ HILL" being developed by the builders as aforesaid.
42. Prior to making the application as aforesaid, as required by the provisions of Maharashtra Co-operative Societies Act, 1960 and Urban Land (Ceiling and Regulation) Act, 1976, the purchaser/s has/have made a declaration to the effect that neither the purchaser/s nor the members of the family (family as defined



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under the Urban Land (Ceiling and Regulation) Act, 1976) of the Purchaser/s own a tenement, house or building within the limits of Kalyan Municipal Corporation.

43. At the request of the purchaser/s and relying upon the said application, declaration and agreement, the Builders have agreed to sell to the purchaser/s the said unit as mentioned in schedule Z, para 2, sub-clause 'e' at the price and upon the terms and conditions hereinafter appearing.
44. Prior to the execution of these presents, the purchaser/s has/have paid to the Builders a sum as mentioned in Schedule 'Z' clause 7 being part payment of the sale price of the said unit agreed to be sold by the Builders to the Purchaser/s as earnest money (the payment and receipt whereof the Builders do hereby admit and acknowledge) and the Purchaser/s has/have agreed to make the payment of the balance of the sale price in the manner hereinafter appearing.
45. Under Section 4 of the said Act, the Builders are required to execute a written Agreement for Sale of the said flat/shop with the purchaser/s, being in fact these presents, and also to register the said Agreement under the Registration Act.

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

1. The Builders shall construct the said building as mentioned in Schedule 'Z' clause '2' sub-clause 'b' consisting of ground and upper floors as mentioned in schedule 'Z' clause '2' sub-clause "d" on the said land more particularly described in the first schedule hereunder written in accordance with the plans, specifications, designs and drawing approved and sanctioned by the Kalyan Municipal Corporation vide its I.O.Ds as hereinbefore recited and which have been seen and approved by the purchaser/s, with only such variations and modifications as the Builders may consider necessary or as may be required by the Kalyan Municipal Corporation or the concerned authority / the government to be made in them or any of them :



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PROVIDED that the Builders shall have to obtain prior consent in writing of the purchaser/s in respect of such variations or modifications which may adversely affect the Flat/Shop of the purchaser/s.

2. The Purchaser/s hereby agree/s to purchase from the builders and the builders hereby agree to sell to the purchaser/s are unit as mentioned in Schedule 'Z' clause '2' sub-clause 'e' bearing No. as mentioned in Schedule 'Z'; clause 2 sub-clause 'a' of carpet area admeasuring as mentioned in Schedule Z Clause 4 square meters (which is inclusive of the area of Balconies & oflas in respect of the residential premises ie. Flats) center on the floor as mentioned in Schedule 'Z' clause 2 Sub-Clause 'C' of the building as mentioned in Schedule 'Z' clause '2' sub-clause 'b' as shown on the floor plan thereof hereto annexed and marked as Annexure "E" (hereinafter referred to as the said unit) for the total price of Rs. as mentioned in Schedule 'Z' clause '6' clause including Rs. as mentioned in Schedule 'Z' clause '9' being the proportionate price of the common areas and facilities appurtenant to the said unit, the nature, extent and description of which common / limited common areas and facilities as more particularly described in the third schedule hereunder written.

3. The Purchaser/s has/have paid to the Builders a sum of Rs. as mentioned in Schedule 'Z' clause 7 on or before the execution of this Agreement as earnest money (the payment and receipt whereof the Builders do hereby admit and acknowledge) and the purchaser/s hereby agree/s to pay the builders the balance amount of purchase price of Rs. as mentioned in Schedule 'Z' clause '8' in the following manner:

- (i) 10 percent Plinth
- (ii) 20 percent Slab
- (iii) 7 percent Walling
- (iv) 10 percent Doors and Windows
- (v) 7 percent Flooring
- (vi) 7 percent Plaster (internal and External)
- (vii) 10 percent Sanitary fittings and plumbing
- (viii) 9 percent or remaining at time of Occupation.



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4. The Purchaser/s hereby confirm/s that the instalments of the balance purchase price payable by the purchaser/s to the builders under these presents as mentioned in Clause 3 hereinabove and all other amounts payable by the purchaser/s to the Builders under these presents shall be paid by the Purchaser/s on their respective due dates without any delay or default on the part of the purchaser/s as time in respect of the payments of each instalment of the balance purchase price and in respect of all other amounts payable by the purchaser/s to the Builders under these presents, is of the essence of the contract. The purchaser/s agree/s to pay to the Builders Interest at the rate of 24 percent per annum on all the amounts which become due and payable by the purchaser/s to the Builders under the terms of these presents from the date the said amount is due and payable by the purchaser/s to the Builders till the receipt thereof by the Builders.

5. Without prejudice to the right of the Builders to charge interest on all delayed payments as provided in clause 4 immediately preceding hereinabove, on the purchaser/s committing default in payment on due date of any amount due and payable by the purchaser/s to the builders under this Agreement (including his/her proportionate share of taxes levied by the concerned local authorities and other outgoings) and/or on the purchaser/s committing breach of any of the terms and conditions herein contained, the builders shall be fully entitled at its option to terminate this Agreement :

PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Builders unless and until the Builders shall have given to the purchaser/s fifteen days prior notice in writing of its intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this agreement (at the address of the purchaser/s furnished by him/them as hereinafter recorded) and default shall have been made by the purchaser/s in remedying such breach or breaches within the said period of fifteen days after giving of such notice :

PROVIDED FURTHER that upon termination of this agreement as aforesaid by the Builders, the Builders shall be entitled to forfeit an amount equal to 5 percent of the total consideration towards its costs, charges and expenses out of the instalments of the purchase price of the said flat/shop.



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which may till then have been paid by the purchaser/s to the Builders and shall refund to the purchaser/s the balance without any interest on the same and upon termination of this agreement and tender of the refund of the aforesaid balance amount by the builders to the purchaser/s, the Builders shall be at liberty to deal with and/or dispose off and/or sell the said flat/shop to such person or persons, at such price and upon such terms and conditions as the Builders may in its absolute discretion think fit and the purchaser/s shall not be entitled to raise any objection in that behalf.

6. The Builders hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Kalyan Municipal Corporation, at the time of sanctioning of the said plans or thereafter and shall, before handing over possession of the said flat/shop to the purchaser/s, obtain from the Kalyan Municipal Corporation or the concerned authority the occupation and/or completion certificate in respect of the said flat/shop.

7. The Builders are developing a Commercial-cum-Residential Complex on the said lands more particularly described in the first and second schedules hereunder written to be known and called as "GODREJ HILL", comprising of several buildings and row houses and shopping Complex. As recited hereinabove, in pursuance of the hereinbefore recited agreement dated 14th November 1994 entered into between the Builders and the said Corporation the Builders are entitled to avail of, consume and utilise further F.S.I. to the extent of 100 per cent of the area affected by the reservations on the portions of the said Complex lands and required to be surrendered and handed over by the Builder to the said Corporation. The builders shall avail of, consume and utilise the said additional F.S.I. in the said project of development of the said Complex lands more particularly described in the first and second schedules hereunder written. Subject to the aforesaid, the Builders hereby declare that the aggregate floor space Index available in respect of the said lands is 19670.97 sq. metres and that no part of the said builders elsewhere for any purpose whatsoever. The residual F A R (Floor Space Index) in the said lands or the said lay out of the said Godrej Hill Complex not consumed shall be available to the Builders till the said Godrej Hill Complex is fully developed and the Registration of the Federal Co-operative Society formed of all the Co-operative Societies of the Purchasers of the premises in the



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buildings/row houses/shopping complex in the said Godrej Hill Complex and after the registration of the said Federal Society, the residual F A R (F.S.I.) shall be available to such Federal Society.

8. The Builders hereby agree that the Builders shall before handing over possession of the said flat/shop to the purchaser/s and in any event before execution of the conveyance of the said lands in favour of a co-operative society and/or a body corporate to be formed by the purchasers of all the flat/s shops in the said building/s to be constructed on the said lands or the federal society as stated hereinafter make full and true disclosure of the nature of the title to the said lands as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said lands, and shall, as far as practicable, ensure that the said lands are free from all encumbrances and that the first, second, third and fourth owners have absolute, clear and marketable title to the said lands so as to enable it to convey to the said society/body corporate such absolute, clear and marketable title on the execution of the conveyance of the said lands by the said owners in favour of the said society/body corporate

9. The fixtures, fittings and amenities to be provided by builders in the said flat/shop and the said building are those that are set out in the annexure annexed hereto.

10. The Builders shall give possession of the said unit to the purchaser/s on or before as mentioned in Schedule 'Z' clause '11' If the Builders fail or neglect to give possession of the said flat/shop to the purchaser/s on account of reasons beyond its control and of its agents as per the provisions of section 8 of Maharashtra ownership flats act, by the aforesaid date or the date or dates prescribed in Section 8 of the said Act, then the Builders shall be liable on demand to refund to the purchaser/s the amounts already received by it in respect of the said flat/shop with simple interest thereon at the rate of nine per cent per annum from the date the Builders received the sum till the date the amounts and interest thereon is repaid, PROVIDED that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 of the said Act have been satisfied or not will be referred to the Competent Authority under the said act who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders to purchaser/s, they shall, subject to prior encumbrances,



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if any, have a charge on the said lands as well as the construction or building in which the said flat/shop is or were to be situated :

PROVIDED that the Builders shall be entitled to reasonable extension of time for giving delivery of the said flat/shop on the aforesaid date, if the completion of the building in which the said flat/shop is to be situated is delayed on account of -

- i) Non-availability of steel, cement, other building materials, water or electric supply ;
- ii) War, civil commotion, riot or act of God ;
- iii) Any notice, order, rule or notification of the Government and/or other public or Competent Authority ;
- iv) Delay in issuing building occupation certificate by the Kalyan Municipal Corporation or the concerned Authority.

11. The Purchaser/s shall take possession of the said flat/shop within seven days of the Builders giving written notice to the purchaser/s intimating that the said flat/shop is ready for use and occupation.

PROVIDED that if within a period of three years from the date of handing over the said flat/shop to the purchaser/s, the purchaser/s bring/s to the notice of the Builders any defect in the said flat/shop or the building in which the said flat/shop is situated or the material used therein or any unauthorised change in the construction of the said building, then wherever possible, such defects or unauthorised changes shall be rectified by the Builders at its own cost and in case it is not possible to rectify such defects or unauthorised changes, then the purchaser/s shall be entitled to receive from the Builders reasonable compensation for such defect or change.

12. The purchaser/s shall use the said unit as mentioned in Schedule 'Z' Clause '14'.

13. The purchaser/s along with the other purchasers of the Flats/shops/ garages/parking space in the said building/s shall join in forming and registering



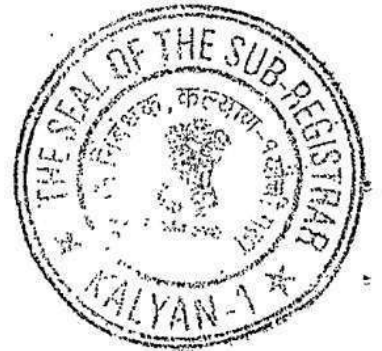
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the Society or a Limited Company or any other Body Corporate to be known and called by such name as the purchasers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company or such other body corporate and for becoming a member thereof, including the bye-laws of the Society/Memorandum and Articles of Association of the Company and duly fill in, sign and return to the builders within seven days of the same being forwarded by the Builders, to register the organisation of the purchasers under section 10 of the said Act within the time Limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

14. As stated aforesaid, the builders are developing the said lands more particularly described in the first and second schedules hereunder written into a one larger Commercial-Cum-Residential Complex to be known and called as "GODREJ HILL" Comprising of several buildings and row houses and shopping Complex. The Builders may cause to be formed and registered a Federal Co-operative Society of all the Co-operative Societies formed of the Purchasers of the premises in the buildings, row houses and shopping complex constructed in the said Godrej Hill Complex with the intention of ultimately conveying and transferring the entire Complex lands more particularly described in the first and second schedules hereunder written to the said Federal Co-operative Society and of which, such Co-operative Societies of the purchasers shall be members. The Purchaser/s shall fully co-operate with the builders in the formation and registration of such Federal Society and shall from time to time sign and execute all applications, forms and other papers and documents necessary for the formation and registration of the said Federal Society and for making the respective Co-operative Societies the members thereof.



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15. The Builders will sell all the flats/shops/garages/parking spaces intended to be constructed on the said lands with a view that ultimately the purchasers of all the flats/shops/garages/parking spaces in the said building/s that are constructed on the said lands shall be admitted to the membership of the said co-operative Society or Limited company or Body corporate of all the purchasers (hereinafter referred to as "the said organisation of the purchasers") and upon the purchasers of all the Flats/shops/garages/parking spaces paying in full their respective dues payable by them to the builders and complying with the terms and conditions of their respective agreements with the Builders, the Builders shall, after all the buildings in the said Complex have been duly completed and the said Organisation/s of the purchasers and the Federal Society is duly registered, cause to be transferred to the said Organisation/s of the purchasers or the Federal Society as aforesaid, all the right, title and interest first, second, third and fourth of the owners, the said Shirish Madhukar Dalvi and the builders in the said lands or the said complex lands entirely or the aliquot part thereof together with the building/s constructed thereon by obtaining or causing to be executed the necessary Conveyance of the same (or to the extent as may be permitted by the authorities) and the said building/s in favour of such Organisation of the purchasers or the Federal Society, as the case may be. Such Conveyance shall be in keeping with the terms and provisions of this Agreement.

16. Commencing a week after notice in writing is given by the Builders to the purchaser/s that the said Flat/shop is ready for use and occupation, the purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat/shop) of outgoings in respect of the said lands and building/s namely local taxes, betterment charges or such other levies imposed by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security personnel, sweepers and all other expenses necessary and incidental to the management, repairs and maintenance of the said buildings and the said lands. Until the said Organisation of the purchasers and the Federal Society is formed and the said lands and building/s transferred to it, the Purchaser/s shall pay to the Builders such proportionate share of outgoings as may be determined. The purchaser/s further agree/s that till the purchaser/s' share is so determined the purchaser/s shall pay to the Builders provisional six monthly contribution of Rs. as mentioned in Schedule 'Z' clause 12 sub-clause 'd' towards the



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outgoings. The amounts so paid by the purchaser/s to the Builders shall not carry any interest and remain with builders until a conveyance is executed in favour of the said Organisation of Purchasers or the Federal Society' as aforesaid. Subject to the provisions of the said Act, on such Conveyance being executed, the aforesaid deposits (less deductions provided for under this Agreement) shall be paid over by the Builders to the said Organisation of the Purchasers or the Federal Society, as the case may be. The Purchaser/s undertake/s to pay such provisional six monthly contribution and such proportionate share of outgoings regularly in advance within seven days of receipt of notice to that effect and shall not withhold the same for any reason whatsoever.

17. The Builders shall construct in the said Godrej Hill Complex a Club House with a swimming pool, as shown on the said lay out plan Annexure "D" hereto, for the use and benefit of the Purchasers and occupants of the buildings therein. The Purchaser/s shall on or before - delivery of possession of the said flat/shop pay to the Builders a sum of Rs as mentioned in Schedule 'Z', Clause 12, sub-clause 'h' as his/her/it/their proportionate share of construction cost of the said Club House and Swimming Pool. The Purchaser/s shall abide by all rules and regulations that may be framed from time to time by the Builders and/or the Federal Society, as the case may be, and all additions, alterations and amendments thereto that may be made from time to time for protection, preservation and maintenance as well as the use of the said Club House and Swimming Pool.

18. The Purchaser/s shall on or before the delivery of the possession of the said unit deposit with the builders the following amounts :

- i) Sum of Rupees as mentioned in Schedule 'Z', clause 12 sub-clause 'a' towards legal charges.
- ii) Sum of Rupees as mentioned in Schedule 'Z', Clause 12 sub-clause 'b' towards share money, application, entrance fee of the said organisation of the purchasers and the Federal Society.
- iii) Sum of Rupees as mentioned in Schedule 'Z', Clause 12 for Sub-Clause 'C' for formation and registration of the said organisation of the purchasers and the Federal Society.



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- iv) Sum of Rupees as mentioned in Schedule 'Z' clause 12 sub-clause 'd' towards proportionate share of taxes and other charges, expenses and outgoings.
- v) Sum of Rupees as mentioned in Schedule 'Z' Clause 12 Sub-clause e(i) being deposit equivalent to percentage as mentioned in Schedule 'Z' Clause 12 Sub-clause 'e'(ii) of the sale price for the upkeep and maintenance of roads, gardens, street lighting fire fighting, water supply, sewerage treatment, diesel generator sets, security arrangements of the said complex (excluding security for individual buildings) and other similar conveniences, facilities, amenities and services for the more beneficial use and enjoyment of the occupants in the said complex).
- vi) Sum of Rupees as mentioned in Schedule 'Z' clause 12 sub-clause 'i' for electrical installation and Rupees as mentioned in schedule 'Z' clause 12, sub-clause 'f' towards deposits payable to Maharashtra State Electricity Board.
- vii) Sum of Rupees as mentioned in Schedule 'Z' Clause 12, sub-clause 'g' for deposit for water connection payable to Kalyan Municipal Corporation.
- viii) Sum of Rupees as mentioned in Schedule 'Z' Clause '1'2 sub-clause 'j' for charges payable to Municipal Corporation.
19. The builders shall utilise the sum of Rs. as mentioned in Schedule 'Z' clause 12, sub-clause 'a' paid by the purchaser/s to the Builders, for meeting all legal costs, charges and expenses including professional costs of the Attorneys-at-law / Advocates of the builders in connection with formation of the said organisation of the purchasers, Federal Society, preparing its rules, regulations and bye-laws and the costs of preparing and engrossing this Agreement and the Conveyance.
20. Prior to the execution of the Conveyance, the purchaser/s shall pay to the Builders the purchaser/s' share of stamp duty and registration charges payable by the said organisation of the purchasers or the Federal Society on the conveyance or instrument of transfer in respect of the said lands and the building/s thereon, to be executed in favour of the said



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Organisation of the purchasers or the Federal Society, as the case may be.

21. The purchaser/s or himself/themselves with intention to bring all persons into whomsoever hands the said Flat/shop may come, doth hereby covenant with the builders as follows :

- a) To maintain the said Flat/shop at purchaser/s' own cost in good tenable repair and condition from the date when the possession of the said Flat/shop is offered by the builders and shall not do or suffered to be done anything in or to the said building in which the said Flat/shop is situated and/or the staircases or any passages thereof which may be against the rules, regulations or bye-laws of the concerned local or any public body or authority or change/alter or make addition in or to the said building in which the said Flat/shop is situated and the said Flat/shop itself or any part thereof.
- b) Not to store in the said Flat/shop any goods which are of hazardous, combustible or dangerous nature or are so heavy, as to damage the construction or structure of the said building in which the said Flat/shop is situated or storing of which goods is objected to by the concerned local or public or any other authority or body and shall not carry or cause to be carried heavy packages on upper floors of the said building which may damage or is likely to damage the staircase, common passages or any other structure of the said building in which the said Flat/shop is situated, including entrance of the said building in which the said Flat/shop is situated and in case any damage is caused to the said building in which the said Flat/shop is situated or the said Flat/shop on account of negligence or default or the purchaser/s in this behalf, the purchaser/s shall be liable for all costs and consequences of the breach and costs and expenses for repairs and renovation thereof.
- c) To carry out at his own cost all internal repairs to the said Flat/shop and maintain the said Flat/shop in the same condition, state and order in which it was delivered by the builders to the purchaser/s and shall not do or suffer to be done anything in or to the said building in which the said Flat/shop is situated or the said Flat/shop which may be against the rules, regulations and bye-laws of the concerned local



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authority or any other public authority or body and in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be fully responsible and liable for all the cost and consequences thereof to the concerned local authority and/or such other public body or authority.

- d) Not to demolish or cause to be demolished the said flat/shop or any part thereof nor at any time make or cause to be made any addition alteration of whatever nature in or to the said Flat/shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said flat/shop is situated and shall keep the portion, sewers, drain pipes in the said flat/shop and appurtenances thereto in good tenable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the said flat/shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Partis or other structural members in the said Flat/shop without the prior written permission of the builders and/or the said organisation of the Purchasers.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said lands and/or the said building in which the said Flat/shop is situated or any part thereof or whereby any increased premium shall become payable in respect of such insurance.
- f) Not to throw dirt, rubbish, rags, garbage or any other refuse or permit the same to be thrown from the said Flat/shop in the compound or any portion of the said lands and for the said building in which the said Flat/shop is situated.
- g) Pay to the builders within seven days of demand by the builders, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said building in which the said Flat/shop is situated.
- h) To bear and pay all increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned

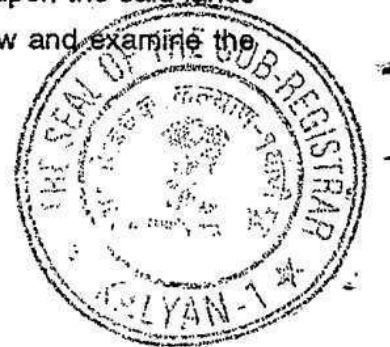


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local authority and/or government and/or other public body or authority, on account of change of user of the said flat/shop by the purchaser/s viz., user for any purposes other than for residential purpose in respect of flat or commercial purposes in respect of shops as the case may be.

- l) Subject to provisions of sub clause(i) hereinbefore not to let, sub-let, give on leave and licence, transfer, assign or part with purchaser/s' interest or benefit factor of this Agreement or part with the possession of the said flat/shop until all the dues payable by the purchaser/s to the builders under this Agreement are fully paid up and only if the purchaser/s had not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and in any event not until the purchaser/s has/have obtained the prior written consent of the builders in that behalf.
- j) The purchaser/s shall observe and perform all the Rules and Regulations which the said Organisation of Purchasers and/or the Federal Society may adopt at its inception and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the lands, the said building/s and the flats/shops therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said organisation of the purchaser/s and/or the Federal Society regarding the occupation and use of the said flat/shop in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this Agreement.
- k) Till a conveyance of the said lands and the building, in which the said flat/shop is situated, is executed, the purchaser/s shall permit the builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said lands and the said building/s or any part thereof to view and examine the state and conditions thereof.

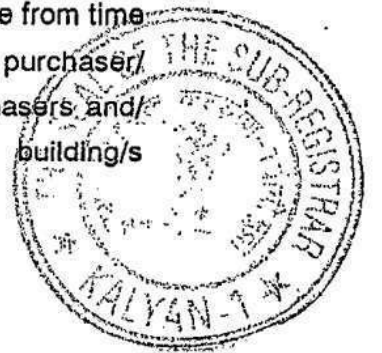


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- l) Not to use, display or represent or cause or permit to be used, displayed or represented the name "GODREJ" either in naming the Society or the organisation of purchasers to be formed of all the purchasers in the building/s to be constructed on the said lands or in naming any of the building/s constructed on the said lands or Federal Society to be formed of all the co-operative societies in the said complex or in naming any of the building/s constructed on the said lands or any of the activities, business or objects of such Society or organisation of purchasers or the Federal Society in any of the activities, trade business profession, vocation or otherwise of the purchaser/s.
22. The Builders shall maintain a separate account in respect of the sums received by the Builders from the purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the said Organisation of the purchasers or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
23. The builders shall, in respect of any amount remaining unpaid by the purchaser/s under the terms and conditions of this Agreement, have first lien and charge on the said flat/shop agreed to be purchased by the purchaser/s.
24. The builders shall be at liberty to sell, assign, transfer or otherwise deal with its right, title and interest in respect of the said lands and/or the constructions thereon PROVIDED that the same does not in any manner adversely prejudice the rights of the purchaser/s in the said flat/shop hereby agreed to be sold.
25. The purchaser/s and the persons to whom the said flat/shop may be permitted to be transferred, shall from time to time sign and return to the Builders all applications, papers and documents to do all acts, deeds, matters and things as the builders or the said Organisation of the Purchasers and/or the Federal Society purchasers may require from time to time for safeguarding the interest of the Builders and/or the purchaser/s and the other purchasers or the organisation of the purchasers and/or the Federal Society in the said lands and/or the building/s constructed thereon.

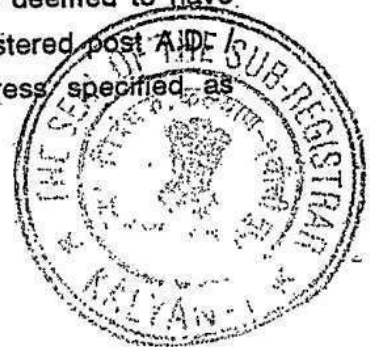


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26. The purchaser/s and the person to whom the said flat/shop may be permitted to be transferred, shall abide by, observe and perform all the provisions of this Agreement and the Byelaws and/or the rules and regulations of the organisation of the purchasers and/or the Federal Society when incorporated and the additions, alterations or amendments thereof from time to time and observe and abide by the building rules and regulations and the Bye-laws for the time being of the Kalyan Municipal Corporation or the concerned Authorities and other local and/or public bodies and authorities. The purchaser/s and persons to whom the said flat/shop may be permitted to be transferred, shall observe and perform all the stipulations and conditions laid down by such organisation of purchasers and/or the Federal Society, when incorporated, regarding the occupation and use of the said flat/shop and the said lands, payment of cesses, taxes and/or expenses and all other outgoings.
27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat/shop or of the said lands and/or the said building or any part thereof. The purchaser/s shall have no claim save and except in respect of the said flat/shop hereby agreed to be sold to him/her/them it and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the builders until the said lands and the said buildings is transferred to the said organisation of the purchasers, or the Federal Society as hereinabove mentioned.
28. Any delay tolerated or indulgence shown by the builders in enforcing the terms of this Agreement or any forbearance or giving of time to the purchaser/s by the builders shall not be construed as a waiver on the Part of the builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the purchaser/s nor shall the same in any manner prejudice the rights of the builders under this Agreement and/or the legal remedies available otherwise.
29. Unless the change of address of the purchaser/s is intimated to the builders in writing, all notice/s to be served on the purchaser/s as contemplated by and under this Agreement shall be deemed to have been duly served if sent to the purchaser/s by Registered post ^{with} certificate of posting at his/her/their/its address specified as

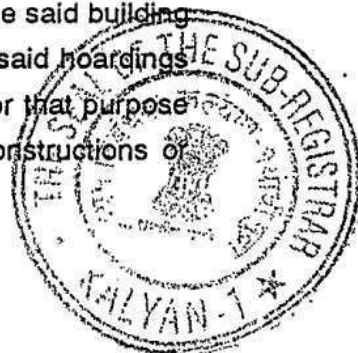


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mentioned in Schedule 'Z' Clause 3 sub-clause 'a'.

30. The purchaser/s shall at no time demand partition of his/her/their/its interest in the said building and/or the said lands and/or the said flat/shop. It is hereby agreed and declared by the Purchasers that his/her/their/its share and such interest in the said flat/shop is indivisible.
31. It is expressly agreed and understood that the balcony/terrace space in front of or adjacent to the balconies/terrace flats in the said buildings if any, shall belong exclusively to the respective purchasers of such flats and such terrace/balcony spaces are intended for the exclusive use of such respective flat purchasers. The said balcony/terrace flat shall not be enclosed by such purchasers till the prior permission in writing is obtained from the concerned authorities/bodies and produced to the builders or the organisation of the purchasers and the prior written consent of the builders or the organisation of the purchasers as the case may be, is also obtained.
32. Until the execution of the conveyance of the said lands and said building in which the said flat/shop is situated in favour of the said organisation of the purchasers or the Federal Society, as the Case may be, the builders shall have the right to appropriate, utilise and consume all the benefits of any additional F.S.I. for construction on the said lands when sanctioned by the Kalyan Municipal corporation or the concerned authority and to make necessary additions and alterations or put up additional structures as may be permitted by the Kalyan Municipal Corporation or the concerned authority and such additions, alterations or structures will be the sole and exclusive property of the builders alone and purchaser/s shall not be entitled to raise any objection or to claim or seek any reduction in the sale price of the said flat/shop and/or claim any compensation or damages on the ground of inconvenience or on any other ground whatsoever from the builders.
33. Until the execution of the conveyance in favour of the organisation of the purchasers or the Federal Society, as the Case may be, the builders shall be entitled to put up hoardings on the said lands and/or the said building or buildings to be constructed on the said lands and the said hoardings may be illuminated or may comprise of neon signs and for that purpose the builders shall be fully entitled to allow temporary constructions of



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erections and installations either on the exterior of the said building or on the said lands and the purchasers shall not be entitled to object or raise any dispute in respect thereof Any benefit of such hoardings shall, unless removed by the builders, after execution of the conveyance belong solely to the said organisation of the purchasers or the Federal Society, as the case may be.

34. The Agreement is executed in duplicate and the original copy of the same shall be handed over by the builders to the purchasers. The stamp duty and registration charges (and all penalties, fines, levies and impositions thereon whatsoever) of and incidental to this Agreement and of the conveyance and other writings to be executed in pursuance hereof shall be borne and paid by the purchasers alone. It is mutually agreed and understood by and between the builders and the purchaser/s that the purchaser/s shall stamp this Agreement as required in law at their own risks and costs.
35. The purchasers and/or the Builders shall present and lodge the original copy of this agreement as well as the Conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Builders shall attend such office and admit execution thereof.
36. The Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the rules made thereunder/ the Maharashtra Apartment Ownership Act (Maharashtra Act No.XV of 1971) and the Rules made thereunder.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

FIRSTLY: ALL THOSE pieces or parcels of non-agricultural lands bearing Survey No.6 Hissa NO.1 admeasuring 3600 sq. metres equivalent to 4305 sq. yards or thereabouts, survey No. 6, Hissa NO.19 (part) ADMEAsuring 3800 sq. metres equivalent to 4545 sq. yards or thereabouts and Survey No.6 Hissa No.20 admeasuring 4300 sq. metres



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equivalent to 5143 sq. yards or thereabouts admeasuring in aggregate 11,700 sq. metres equivalent to 13,993 sq. yards or thereabouts, all situated lying and being at Village Barave, Taluka and Registration Sub-District of Kalyan, District and Registration District of Thane, within the limits of Kalyan Municipal Corporation and bounded as follows:

On or towards North : by property bearing Survey No.13 (part)

On or towards South : partly by property bearing Survey No.6 Hissa NO.4 and partly by property bearing Survey NO.6 Hissa Nos. 2, 3 and 19 (part)

On or towards East : by property bearing Survey No.13 (part) and partly by Survey No.6 Hissa No.2 & 3.

On or towards West : by boundary of Village Gandhare

SECONDLY : ALL THOSE pieces or parcels of non-agricultural lands bearing Survey No.6 Hissa No.2 admeasuring 8300 sq. metres equivalent to 9926 sq. yards or thereabouts, survey No.6 Hissa No.3 admeasuring 2000 sq. metres equivalent to 2392 sq. yards or thereabouts and Survey No.6 Hissa No.19 (part) admeasuring 110 sq. metres equivalent to 1316 sq. yards or thereabouts, admeasuring in aggregate 11,400 sq. metres equivalent to 13634 sq. yards or thereabouts, all situated lying and being at Village Barave, Taluka and Registration Sub-District of Kalyan, District and Registration District of Thane, within the limits of Kalyan Municipal Corporation and bounded as follows:

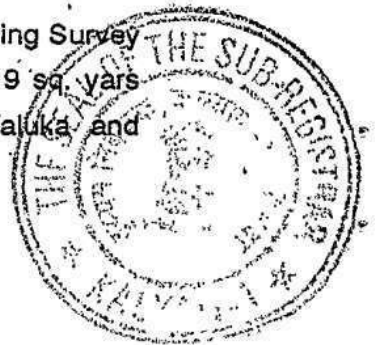
On or towards North : by property bearing Survey No.6 Hissa No.1 (part)

On or towards South : by property bearing Survey No.6 Hissa No.4

On or towards East : by property bearing Survey No.13 (part).

On or towards West : by property bearing Survey No.6 Hissa Nos. 19 and 20 (part).

THIRDLY : ALL THAT piece or parcel of non-agricultural land bearing Survey No.6 Hissa No.4 admeasuring 5200 sq. metres equivalent to 6219 sq. yards or thereabouts situated lying and being at Village Barave, Taluka and



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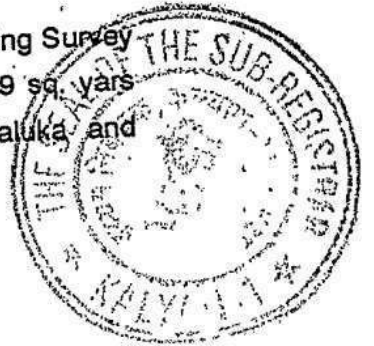
equivalent to 5143 sq. yards or thereabouts admeasuring in aggregate 11,700 sq. metres equivalent to 13,993 sq. yards or thereabouts, all situated lying and being at Village Barave, Taluka and Registration Sub-District of Kalyan, District and Registration District of Thane, within the limits of Kalyan Municipal Corporation and bounded as follows:

- On or towards North : by property bearing Survey No.13 (part)
- On or towards South : partly by property bearing Survey No.6 Hissa NO.4 and partly by property bearing Survey NO.6 Hissa Nos. 2, 3 and 19 (part)
- On or towards East : by property bearing Survey No.13 (part) and partly by Survey No.6 Hissa No.2 & 3.
- On or towards West : by boundary of Village Gandhare

SECONDLY : ALL THOSE pieces or parcels of non-agricultural lands bearing Survey No.6 Hissa No.2 admeasuring 8300 sq. metres equivalent to 9926 sq. yards or thereabouts, survey No.6 Hissa No.3 admeasuring 2000 sq. metres equivalent to 2392 sq. yards or thereabouts and Survey No.6 Hissa No.19 (part) admeasuring 110 sq. metres equivalent to 1316 sq. yards or thereabouts, admeasuring in aggregate 11,400 sq. metres equivalent to 13634 sq. yards or thereabouts, all situated lying and being at Village Barave, Taluka and Registration Sub-District of Kalyan, District and Registration District of Thane, within the limits of Kalyan Municipal Corporation and bounded as follows:

- On or towards North : by property bearing Survey No.6 Hissa No.1 (part)
- On or towards South : by property bearing Survey No.6 Hissa No.4
- On or towards East : by property bearing Survey No.13 (part)
- On or towards West : by property bearing Survey No.6 Hissa Nos. 19 and 20 (part).

THIRDLY : ALL THAT piece or parcel of non-agricultural land bearing Survey No.6 Hissa No.4 admeasuring 5200 sq. metres equivalent to 6219 sq. yards or thereabouts situated lying and being at Village Barave, Taluka and



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Registration Sub-District of Kalyan, District and Registration District of Thane, within the limits of Kalyan Municipal Corporation and bounded as follows:

- On or towards North : by property bearing Survey No.6 Hissa Nos. 3 (part) and 19 (part)
- On or towards South : by property bearing Survey No. 6 Hissa No.6 (part)
- On or towards East : by property hearing Survey No.7 (part) and Survey No. 13 (part)
- On or towards West : by property bearing Survey No.6 Hissa No.5 (part)

FOURTHLY : ALL THAT piece or parcel of non-agricultural land bearing Survey No.6 Hissa No.5 admeasuring 10,100 sq. metres equivalent to 12079 sq. yards or thereabouts situated lying and being at Village Barave, Taluka and Registration Sub-District of Kalyan, District and Registration District of Thane, within the limits of Kalyan Municipal Corporation and bounded as follows:

- On or towards North : by property bearing Survey No.6 Hissa Nos.4
- On or towards South : by property bearing Survey No. 6 Hissa Nos.6 and 18.
- On or towards East : by property hearing Survey No.7 (part) and Survey No. 8.
- On or towards West : by boundary of Village Gandhare

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THOSE pieces or parcels of non-agricultural lands bearing Survey No.6 Hissa No.9, Survey No.8 Hissa No.4, Survey No.13 Hissa No.11, Survey No.14 Hissa NO.1/1, Survey No.6 Hissa No.18, Survey No.6 Hissa No:14 and Survey No.6 Hissa No.16, all situated, lying and being at Village Barave, Taluka and Registration Sub-District of Kalayan, District and Registration District of Thane and within the limits of Kalyan Municipal Corporation.



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Prati Lohar

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THE THIRD SCHEDULE ABOVE REFERRED TO :

- 1) Common areas shall include staircases, lobbies, passages, landings common terraces and parking areas inside the building.

NOTE: It may be noted that stilt areas are already considered as part of common areas. Hence, parking spaces in building cannot be sold.

- 2) Common facilities in the buildings shall include :
- Lift & Lift machine room with equipment for all buildings having more than ground + 4 floors>
 - Overhead water tanks, water pipes & water meters.
 - Electrical Common board wiring / switches and all common wiring.
 - Common eights in staircases 4 landings.
 - Common T.V. antennae.
3. Common facilities in the layout shall include.
- Internal Streets with Street lights.
 - Landscaped areas.
 - Tree & Common Vegetation, etc.
 - Storm water drains, septic tanks & soakfits.
 - Common water main lines, water pumps and water reservices
 - Common pathways.



Sachin Suf

Dr. B. B. B. B.

क. ल. न. ३	
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SIGNED AND DELIVERED BY
 Mr. K. T. JITHENDRAN)
 Authorised signatory of Godrej)
 Properties and Investments Ltd.)
 pursuant to the Resolution of the)
 Board of Directors of the)
 Company passed on the 2nd)
 day of AUGUST, 19 2001)
 In the presence of)

K. T. Jithendran

KTS
X

Menezes

SIGNED SEALED AND DELIVERED)
 by the withinnamed Purchaser/s :)
MR. BALBIR BAHL)
MS. KIRTI BAHL)
 in the presence of)

Balbir Bahl
Kirti Bahl

As mentioned in Schedule 'Z' clause 7, as per details of the separate stamped receipts issued by us to the purchaser as mentioned in Schedule Z, clause 10.

WITNESS : *Menezes*

K.T. Jithendran
KTS
X

WE ACKNOWLEDGE :
 FOR M/S. GODREJ PROPERTIES & INVESTMENTS LTD.

*Note : This Agreement shall come into force and will be valid only upon the proceeds of the cheque/demand draft/pay slip being credited to our account.



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ANNEXURE "A"

कल्याण महानगरपालिका, कल्याण



आयक क्रमांक/कमरा/नरवि/बी.प./कल्याण 2-22-22

कल्याण महानगरपालिका कार्यालय, कल्याण

दिनांक : 2-9-2003

श्री/श्रीमती बाबू विठ्ठल देसायकर व बाबू (जिचे कुमुदपत्रधारक - मंगळोदर व ही पारिनि बांध करेकरेनेस गिठि)

विषय : ता. नं / ६५ / २५३३ / १४ वि. स. नं. ... ता. नं. २५३३ / १४ ...

सि. स. नं. ... ता. नं. ... दि. नं. ...

श्री. मि. मूळडाच्या विकासा करावयास मूळई प्रतिष्ठ महानगरपालिका अधिनियम ...

बाह्य नुसण्या मालकीच्या जागेत हिरण्या रंगाने दुग्दती दाखवित्वाप्रमाणे ...

- 1. ही बांधकाम परवानगी दिल्याचे सारखेप्राप्त एक वर्षे पर्यंत वैध असेल.
2. नकाशात रंगाने केलेल्या दुग्दत्या आपल्यावर नयनकारक राहतील.
3. जे जिन्हाधिकारी ठाणे, यांजकद्वन बांधकाम चालू करावयाचे मंगोदर भिन्नेतो परवानगी घेण्याची जबाबदारी नुसण्यावर राहिल व भिन्नेतो घेण्याची परवानगीची एक संयुक्त काम सुद्ध करावयाचे पंधरा (१५) दिवस अगोदर महानगरपालिकेकडे पाठविणे आवश्यक राहिल.
4. बांधकाम चालू करण्यापूर्वी (७) दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.
5. ही परवानगी आपल्या मालकीच्या कवजातील जमोनी वपतीरीवत जमीनीवर बांधकाम बगर विकासा करण्यास हक्क देत नाही.
6. बांधकाम या भोवताच्या मंजूर केलेल्या नकाशा प्रमाणे, आणि चालून दिलेल्या अटीप्रमाणे करता येईल.
7. जोर्या पर्यंत बांधकाम आल्यानंतर वास्तु विस्पकाराचे मंजूर नकाशा प्रमाणे बांधकाम केल्या बाबतचे प्रमाणपत्र, महानगरपालिकेत सादर करण्यात यावे व या नंतरच जोर्यावरील बांधकाम करावे.
8. प्लॉटचे हद्दीत हमारती भोवती मोकळ्या सोडावयाच्या जागेत बदल करू नये. व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.
9. बांधकामात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये. तसे केल्याचे आढळून आल्यास सादरची बांधकाम परवानगी रद्द झाली असे समजण्यात येईल.
10. हमारतीच्या बांधकामाच्या सुरक्षितेची (रद्द करल टोटी) जबाबदारी सर्वेस्वी आपल्या वास्तु विस्पकारे



Handwritten signatures and names at the bottom of the page.

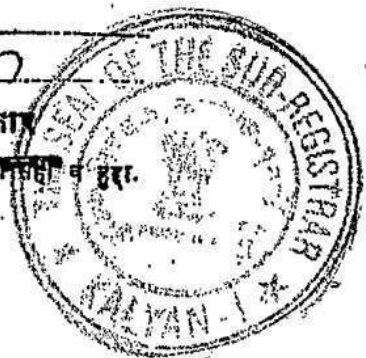
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MAHARASHTRA MUNICIPALITY ACT, 1949

- ११. बांधकाम पूर्ण झाल्या बाबत परवानगी घेतल्याशिवाय इमारतीचा बापर कर नये. त्यासाठी जागेवर ज्या प्रमाणे बांधकाम पूर्ण झाले आहे, त्याचा मकाला वास्तू शिल्पकार व स्वायत्त विचारद यांच्या विहित ममुण्यातील वास्तुशास्त्र (३ प्रतीत) इतर आवश्यक कागद पत्रासह सादर करण्यात यावा.
- १२. बांधकाम पूर्ण करण्यापूर्वी नगर, भूमापन अधिकारी/भूमी अभिलेख खात्याकडून जागेची आंखणी करव घेण्यात यावी.
- १३. नकाशात दाखिलेल्या मालकांच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगी शिवाय बदल कर नये.
- १४. नवीन इमारत बांधण्यास मंजूर नकाशे प्रमाणे सेन्टीक टॅक पाहिले व संडास भविष्य काळात जवळच्या मलनिस्सरण मलिकेस स्वच्छता मिळवण्यासाठी नगर अभियंता यांचे परवानगिने जोडणे बांधकाम राहिल. सेन्टीक टॅक विहीरी पासून कमीत कमी १० फूट अंतरावर आणणे आवश्यक आहे.
- १५. बांधकामाचे व पावोळ्याचे पाणी महानगरपालिकेच्या गटारात स्वच्छचिनि नगर अभियंता यांच्या परतती प्रमाणे सोडणे लागेल. बांधकामाच्या बांधणीत आरोग्य खात्याचे प्रमाणपत्र असल्या शिवाय बापर परवानगी घेण्यात येणार नाही.
- १६. बांधकामाचे गटेरीयल रस्त्यावर टाकायद्याचे झाल्यास महानगरपालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहिल व त्या करिता नियमाप्रमाणे लागणारी रक्कम (५ संड झाल्यास त्या रकमेसहीत) प्रदाना लागेल.
- १७. बांधकामाच्या वेळी निव्वयोगी माल (गटेरीयल) महानगरपालिका समिल त्या ठिकाणी स्वच्छचिनि वाहून टाकला पाहिजे.
- १८. बांधकामाच्या संपादनताळी सोडलेल्या खुल्या जागेत कमीत कमी १) अशोक २) गुलमोहर ३) चिच ४) मिल्कव्री ५) करज व ६) एकूण वहावाडे लावून त्याची जोपासना केली पाहिजे तसेच सद्या अस्तीत्वात असलेली झाडां सोडण्यापूर्वी परवानगी घेणे बंधनकारक आहे.
- १९. नकाशात दाखिलेले बांधकामाचा फक्त राहणेसाठी/बांधकामासाठी/बांधकामासाठी उपयोग करावा.
- २०. गावठी जमीन कमाल मर्यादा बांधनियम १९७६ मधील तरतुदी प्रमाणे जागा बांधीत होत असल्यास त्याची मर्यादी जबाबदारी आपलेवर राहिल.
- २१. जागेतून किंवा जागेतून अतिशय विस्तृतवाढीने जात असल्यास बांधकाम करण्यापूर्वी संबंधित खात्याकडून ना हुरकत पाहिले पाहिजे.
- २२. जागा महामारी किंवा रेल्वे मार्गात सामुद्र लागून किंवा जवळ असल्यास संबंधित खात्याकडून बांधकाम करण्यापूर्वी ना हुरकत वाखला घेतला पाहिजे.
- २३. बांधकामाकडे किंवा इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम परवानगी मिळाल्यास रस्त्याप्रमाणे विली असल्यास त्या रस्त्याचे फाग महानगरपालिकेच्या सोयी प्रमाणे व प्राधायते प्रमाणे केले जाईल. व सद्या रस्ता होई पावेतो इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी सर्वेसो आपले राहिल.
- २४. जागेत जुने बांधकाम असल्यास त्याच्या यानत योग्य ती व्यवस्था करावची जबाबदारी मालकाची राहिल व मालक-बांधकाम यामध्ये यादी बाब असल्यास किंवा निर्माण झाल्यास त्याचे निकारण मालकाने करणे आवश्यक व त्याच्याबरोबर महानगरपालिका जबाबदार राहणार नाही.
- २५. नगर जागेतून जाण्याच्या नैसर्गिक निचरा होऊ असल्यास तो इकडील परवानगी शिवाय पळवू अथवा बंद करव नये.
- २६. बापर प्रकरणी जागेची संपूर्ण माहिती दिली असल्यास बापर बांधकाम परवानगी रद्द करणेत येईल.
- २७. बापर जागेत विहीरी असल्यास ती इकडील परवानगी शिवाय घुजवू नये.
- २८. बांधकाम पूर्ण झाल्यास बांधकामाच्या पाण्याचे कनेक्शन मिळवण्याकरिता महापालिकेवर जबाबदारी राहणार नाही किंवा मिळवण्याच्या पाण्यासाठी महापालिका हुनी घेणार नाही.
- २९. बापर जागेत बांधकाम करण्याबाबत पूर्वीचा परवाना असेल तर ती या द्वारे रद्द झाला असे समजण्यात यावे.
- ३०. गटाराचे व पाण्याच्या पाण्याचा निचरा होणेकरिता महापालिकेचा गटारास जोडणेसाठी पयनचा स्वच्छताची गटारे बांधावीत.

३१. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही त्यासाठी बोअरवेलचे काम करावे. रहाग्य
 ३२. बांधकामासाठी मंडळ यांच्या वरून मिळवण्यात येणाऱ्या कुन.पा.ची ठरविलेले नावे.
 ३३. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ३४. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ३५. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.

३६. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ३७. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ३८. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ३९. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ४०. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ४१. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ४२. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ४३. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ४४. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ४५. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ४६. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ४७. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ४८. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ४९. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.
 ५०. बांधकामासाठी व विण्याच्या पाण्यासाठी नुळाचे कनेक्शन मिळवणार नाही.



Sauri Sall
Kanti Sall

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 दात क्र.: ३५४५ २००३
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ANNEXURE - B
Hooseini Doctor & Co.

Advocates, Solicitors & Notary

H. S. DOCTOR, B.A., (HONS.) LL.B.
T. S. DOCTOR, B.A., (HONS.) LL.B.
N. A. SAWHNEY (MRS.) B.A., (HONS.) LL.B.

ALLI CHAMBERS, TAMARIND LANE, FORT,
2ND FLOOR, BOMBAY 400 023.
PHONES: 2654280, 2653239, 2656963
FAX 022-2656963

In reply please quote
our Ref. No.

Phones: 2654095, 2654280., 2653239

HSD: :93

CERTIFICATE OF

your Ref. No.

TITLE

Re: Land bearing Survey No.6, Hissa No.4
situated at Village Barave, Taluka
Kalyan, District Thane within the limits of
Kalyan Municipal Corporation.

- (1) MR.PUNDALIK KATHOD MADHVI,
- (2) MRS.JANABAI PUNDALIK MADHVI
- (3) MR.KRISHNA PUNDALIK MADHVI
- (4) MRS.RAMA KRISHNA MADHVI
- (5) MR.SHASHIKANT PUNDALIK MADHVI
- (6) MRS.KALA SHASHIKANT MADVI
- (7) MISS MEERA PUNDALIK MADHVI
- (8) MISS NANDA PUNDALIK MADHVI
- (9) MR.DATTATRAYA alias DATTU KATHOD MADHVI
- (10) MRS.KRISHNABAI DATTATRAYA MADHVI
- (11) MR.VISHNU DATTATRAYA MADHVI
- (12) MR. VIJAY DATTATRAYA MADHVI
- (13) MR.SUDAM KATHOD MADHVI
- (14) MR.SURYAKANT SUDAM MADHVI
- (15) MRS.SUREKHA SURYAKANT MADHVI
- (16) MRS.ARUNA VIJAY BHOIR
and
- (17) MRS.DRAUPADI MARUTIOWALEKAROwners

TO WHOM IT MAY CONCERN

On behalf of Messrs Godrej Properties &
Investments Ltd, we have examined the title of the
above Owners to the above mentioned land.

1. We have caused searches to be taken of the
records of rights in Office of the Talathi and the Sub
Registrar of Assurances at Bombay, Bandra, Thane, and
Kalyan as available . We have also issued public
notices and perused documents and papers furnished to
us and the diverse declarations made by the owners and
others and or their behalf.



Saurin Sawhney

Disti Sake

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2. One Kathod Kamal alias Kamlu Madhvi was during his life time seized and possessed of the above mentioned land. The said Kathod Kamal alias Kamlu Madhvi died intestate at Kalyan on or about 2nd day of February, 1973. The present owners are entitled to the said land through him as members of their respective joint families.

3. By an Agreement for sale dated 30th October 1985 and by a Deed of Confirmation dated 21-11-1990 the owners agreed to sell the said land to Mr. Shirish Madhukar Dalvi.

4. By its order bearing No. ULC/ULN/6(1)/SR-19/Barave dated 14th December, 1989, The Competent Authority, Ulhasnagar Urban Agglomeration has declared the said land as retainable vacant land within the ceiling limit and has permitted the owners to retain the said land.

5. By an Agreement dated 21st January 1992 and made between the said Shirish Madhukar Dalvi of the One Part and the owners as Confirming parties of the second part and Messrs Godrej Properties & Investments Ltd, of the third part, the said Shirish Madhukar Dalvi has agreed to assign the benefit of the said Agreement and the



Shirish Dalvi

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owners as Confirming parties have agreed to allow Messrs Godrej Properties & Investments Ltd to develop the said land on the terms and conditions contained in the said Agreement.

6. By his Order dated 18th May, 1992 bearing No. Revenue / Section-1 / Dist-2 / NAP/SR/4/92, the Tahasildar has granted permission to use the said land for non agricultural use/purpose ie, for development of the said land for residential-cum-commercial use/purpose subject to the permissions and sanctions of the Kalyan Municipal Corporation.

7. The building construction plans have been sanctioned and approved by the Kalyan Municipal Corporation vide its letter dated 5th October, 1991 and bearing No.KAMAPA/NARAVI/BAP/Kavi/560-115.

8. The Owners have confirmed having received full consideration amount from the Shirish Madhukar Dalvi.

9. The Owners have put Messrs Godrej Properties & Investments Ltd in vacant and peaceful possession of the said land.

Savindra

Kirti Balle



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10. The Owners and the said Shirish Madhukar Dalvi have given to the said Godrej Properties & Investments Ltd an irrevocable Power of Attorney dated 27th January 1993 to develop the said land, to construct thereon and sell the premises and to execute conveyances, and to do all acts, deeds matters and things concerning and or relating to the said land.

11. Relying upon the public notices issued, searches taken, declarations made by the owners and the said Shri Shirish Madhukar Dalvi permissions and sanctions granted by the concerned authorities and the documents and papers furnished to us we are of the opinion that the title of the owners to the above mentioned land is marketable and free from encumbrances subject to the compliance of the terms and conditions contained in the diverse permissions and sanctions granted by the concerned Authorities as related hereinabove.

Dated this 28th day of October 1993.

For Hooseini Doctor & Co.,

Hooseini D. Doctor

Partner

hsd/sgp

Sachin Sef

Kirti Sable



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दस्ता क.:	3784 / 2003
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ANNEXURE - B

Hooseini Doctor & Co.

Advocates, Solicitors & Notary

H. S. DOCTOR, B.A. (HONS.) LL.B., ALLI CHAMBERS, TAMARIND LANE, FORT.
 T. S. DOCTOR, B.A. (HONS.) LL.B., 2ND FLOOR, BOMBAY 400 023.
 N. A. SAWHNEY (MRS.) B.A. (HONS.) LL.B., PHONES: 2654280, 2654095, 2653239
 FAX: 022-2656963

In reply please quote
 our Ref. No. HSD/.....

Phones: 2654280, 2654095, 2653239
 /93

your Ref. No.

CERTIFICATE OF TITLE:

Re: Lands bearing Survey No.6, Hissa
 No.2, Survey No.6, Hissa No.3,
 and Survey No.6, Hissa
 No.19, (Part) situated at Village
 Barave, Taluka Kalyan, District
 Thane, within the limits of
 Kalyan Municipal Corporation.

1. MRS. NAGUBAI LADKU MURKUTE
2. MR. NAMDEO LADKU MURKUTE
3. MRS. SAVITRIBAI NAMDEO MURKUTE
4. MR. MAHADEO NAMDEO MURKUTE
5. MRS. DHASUBAI alias HIRABAI
 MAHADEO MURKUTE

6. MR. KESHAV NAMDEO MURKUTE

7. MRS. VATSALA KESHAV MURKUTE

8. MR. SUBHASH NAMDEV MURKUTE

9. MRS. ANITA SUBHASH MURKUTE

10. MR. VILAS NAMDEO MURKUTE

11. MRS. UJJWALA VILAS MURKUTE

12. MR. SANDEEP NAMDEO MURKUTE

13. MR. KAILAS NAMDEO MURKUTE

14. MR. NARAYAN LADKU MURKUTE

15. MRS. FASHIBAI NARAYAN MURKUTE

16. MR. ARES NARAYAN MURKUTE

17. MRS. SAVITA ARES MURKUTE

18. MR. NANA LADKU MURKUTE

19. MRS. HIRABAI NANA MURKUTE



(Handwritten signature)

(Handwritten signature)

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20. MR. VIJAY NANA MURKUTE
 21. MRS. BEBI VIJAY MURKUTE
 22. MR. PRABHU NANA MURKUTE
 23. MR. BHAI NANA MURKUTE
 24. MRS. ILEELA BHAI MURKUTE
 25. MR. PRADEEP NANA MURKUTE
 26. MRS. JHIBIBHAI alias
 JHIBUBAI SITARAM MADHVI
 27. MRS. RAJUBAI MARUTI PATIL
 28. MRS. RAKHMABAI SHANWAR
 PATIL
 29. MRS. SALUBAI KRISHNA
 OVALEKAR.....Owners

TO WHOM IT MAY CONCERN

On behalf of Messrs Godrej Properties & Investments Ltd, we have examined the title of the above owners to the above mentioned lands .

1. We have caused searches to be taken of the records of rights in the office of the Talathi and the Sub Registrar of Assurances at Bombay, Bandra, Thane, and Kalyan as available. We have also issued public notices and perused documents and papers furnished to us and the diverse declarations made by the owners and others.

2. The above mentioned lands are ancistral properties of the Owners.



Sauri Sahp

Jirti Rake

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४२/७६	

3. By an Agreement for Sale dated 30th August 1985 and by a Deed of Confirmation dated 24th November 1990 the owners have agreed to sell the above property to Shri Shirish Madhukar Dalvi on the terms and conditions contained in the said Agreement for Sale dated 30th August 1985 and the Deed of Confirmation dated 24th November 1990.
4. By its Order bearing No.ULC/ULN/6(1)/SR-69 Barave dated 19th January 1991, The Competent Authority, Ulhasnagar Urban Agglomeration has declared the said lands as retainable vacant lands under the provisions of Urban Land (Ceiling & Regulation) Act, 1976.
5. By the Agreement for Sale dated 31st October 1992, and made between the said Shirish Madhukar Dalvi of the First part, and the owners as confirming parties of the second part, and Messrs Godrej Properties & Investments Ltd, of the third part, the said Shirish Madhukar Dalvi agreed to assign the benefits of the aforesaid Agreement for Sale dated 30th August 1985 and the Deed of Confirmation dated 24th November 1990 to Godrej Properties & Investments Ltd, and the Owners have confirmed and agreed to the development of the said lands by Godrej Properties & Investments Ltd, on the terms and conditions contained in the said Agreement for Sale dated 31st October 1992.



Subscribed *Shri. Dalvi*

क. ल. न. १	
पत्र क्र.: ३४४७	२००३
४३	७६

6. The Sub-Divisional Officer, Thane has by his order dated 28th October 1991 bearing No.TD/VI/TNC/SR/1175 has granted permission to the owners under the Bomaby Tenancy and Agricultural Lnds Act, 1948 to develop the said lands for non agricultural purposes upon the terms and conditions contained in the said order.
7. By his order dated 15th May, 1992 bearing No.Revenue/Section-1/Desk-2/NAP/SR/1/92, the Tahsildar, Kalyan has granted permission for non-agricultural use /purpose subject to the permissions and sanctions of the Kalyan Municipal Corporation and upon the terms and conditions therein contained.
8. The building construction plans for development of the said lands have been sanctioned and approved by the Kalyan Municipal Corporation vide its I.O.D 13th June 1991 and dated 14th November, 1991 bearing firstly No.KMP/NRV/BP/KV/308/64 and secondly No.KMP/NRV/BP/KV/691/143 respectivley.
9. The Owners have confirmed having received full consideration amount from Shirish Madhukar Dalvi.
10. The owners have put Godrej Properties & Investments Ltd, in vacant and peaceful possession of the said lands.



Sarbi Sahf *Sirji Sahf*

क. ल. न. १	
सफल क्र.: ३४५	२००३
४४ / १०६	

11. The Owners and the said Shirish Madhukar Dalvi have given to Godrej Properties & Investments Ltd, an irrevocable Power of Attorney dated 13th January, 1993 to deal with and develop the said lands and to construct thereto and sell the premises and to execute conveyances, and do all acts, deeds, matters and things concerning and / or relating to the said lands

12. Relying upon the public notices issued, searches taken, declarations made by the owners and the said Shri Shirish Madhukar Dalvi permissions and sanctions granted by the concerned authorities and the documents and papers furnished to us we are of the opinion that the title of the owners to the above mentioned lands is marketable and free from encumbrances subject to the compliance of the terms and conditions contained in the diverse permissions and sanctions granted by the concerned Authorities as related hereinabove.

Dated this 28th day of October 1993.

For Hooseini Doctor & Co.,

Hooseini Doctor

Partner

hsd/sgp



Sarbis Lal *Arati Lal*

क. ल. न. १	
दस्तावेज नं.:	3489 / 2003
84	108

ANNEXURE - C

गा. न. नं. ७, ७अ व १२

स. न.	६ हिस्सा नं. ३					कवजेदार	गांव
क्षेत्र						जामख ७५५	काराण
लावणी लायक	हेक्टर	आर	प्रति	ए	गुठे	जामख ७५५	तारुका
	०	७६	०			७७७ लखडु	३५७१
पोट खराबा	०	०४	०			२७३ २०० ४५५	इतर हक्क
एकूण	०	२०	०	-	-	५३७ ५८२	४६५ ३३८
आकार	-		रूपये	पैसे			
जुडी अथवा	-		०	३०			
जादा आकार	-		S				
पाणी	-						
वर्ष	कुळ आणि खंड	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	पैरा	
२०००	३	०.७६०		२७७	०.७६०		

अस्सल वरदुकुम नक्कल रजु आहे

ता. २७/०१/००

महाडी-विक्रम



Handwritten signature: *Harindar*
 Handwritten signature: *Sirri Lake*

क. ल. न. १	
वत्त नं. ३५४५	२००३
४६	५६

गां. न. नं. ७ अ व १२

०९/०३ र २०१९

स. क्र. ६	द्विसं. नं. ५	कबजेदार	गांव <u>कार्लय</u>
क्षेत्र लावणी लायक	हेक्टर आर - ८९	<u>नामदेव उड्या मिरकुटे</u>	तालुका <u>कल्याण</u>
पोटखराबा	- २०	<u>वैदे ५</u>	इतर हक्क
एकूण	१ ०९	<u>पेढी मधु गजागण</u>	<u>०६०</u> <u>५६०</u>
आकार	१-२५	<u>मिरकुटे वैदे</u>	<u>८०६</u>
जुडी अयवा		<u>६५९</u> <u>७००</u> <u>६५०</u>	
जादा आकार		<u>८०६</u>	
पाणी			

गांव न. नं. ७ अ		गांव न. नं. १२ ब				
वर्ष	कुळ आणि खंड	क्षेत्र	रीत	पिके आणि लागणपड	क्षेत्र	रीत
०९/११	<u>२३६</u>	<u>चौ. मी.</u>	<u>१०९००</u>	<u>ना. का.</u>	<u>१०९००</u>	



वास्तव बरहुकूम खरी नक्कल दिली असे

तारीख १२/०३/१९

Sub-Registrar

Kenya 8000-7-91



Saibin Sah Sub-Registrar

क. ल. नं. १
दस्त क्र.: ३५४५ / २००३
४८ / ७६

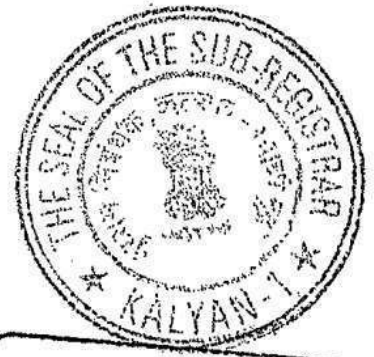
गा. न. नं. ७, ७अ व १२

स. नं. ६	द्विस्ता नं. १२६०	कबजेदार			गांव
क्षेत्र		उ. कु. पु. गि. ज. म. नि. कु. नाम (६५०)			जावागे
लावणी लायक	हेक्टर आर प्रति रु गुठे	०-३०-०	१	६५०	तालुका
पोट खराबा	०-००-०				इतर हप्तक
एकूण	०-३०-०				६५०
आकार -		रुपये	पैसे		
जुडी भयवा -		०-४५			
जादा आकार -					
पाणी					

वर्ष	कुळ आणि खंड	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेरा
२००७	२५	०-३०-०		जावण	०-३०-०	
२००८						

अस्तसल वरहुकुम नवकल वजू आहे

ना. २५१२
सहायी-पिकणघर



Handwritten signatures and names: *Harish Sahi*, *Harish Sahi*

क. ल. नं. १	
दस्ता क्र.: १५४५	२००३
६५०६	

गा. न. नं. ७, ७अ व १२

स न. ६ हिस्सा नं. ९						कबजेदार	मांव <u>बाबाप</u>
क्षेत्र	हेक्टर	बार	प्रति	ए	गुंठे	<u>अ. कु. पु.</u>	ता. लुका <u>कुलाण</u>
लावणी लायक	०-३२	-	०			<u>गिरजा विठु</u>	इतर हक्क
पोट सरावा	०-००	-	०			<u>(६५०)</u>	<u>३३३</u>
एकूण	०-३६	-	०				
आकार	-	-	-	रुपये	पैसे		
जुडी मथवा	-	-	-	०-३३			
जादा आकार	-	-	-				
पाणी	-	-	-				

वर्ष	कुळ आणि खंड	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेरा
<u>२०</u>	<u>०</u>	<u>०-३२</u>	<u>०</u>	<u>शेत</u>	<u>०-३२</u>	<u>०</u>
<u>२१</u>	<u>०</u>					

मसल वरहुकुम नवकल रजु आहे

ता. २५/१२/२००३

मलाठी-चिकणधर



Sachin Sankar Bhikaji Bahl

क. ल. न. १	
कत क्र.: ३५४५	२००३
५०	२०६

गा. न. नं. ७, ७अ व १२

स. न. ६	हिस्सा नं. २०	कनजेदार	गांव			
क्षेत्र	हेक्टर आर प्रति ए गुंठे	कु. शु. पु. गिरजा	वखीप			
लावणी लायक	०-३१-०	वि. डो. (३०६) (६५०)	तालुका कुडधान			
पोट खराबा	०-०५-०		इतर इक्क (३३९)			
एकूण-	०-०३-०					
आकार -	रुपये पैसे					
जडी अथवा -	०-६२					
जादा आकर -						
पाणी -						
वर्ष	कुल आणि खंड	क्षेत्र	रीत	फिके आणि लागवड	क्षेत्र	शेरा
२०/१९						
२१/१९						
२२/१९						
२३/१९						
२४/१९						
२५/१९						
२६/१९						
२७/१९						
२८/१९						
२९/१९						
३०/१९						

अस्सल बरहुकूम नक्कल रख आहे.

वखीप तालुका ता. २६/१९/२००३



Subin Sahi
Dist: Ball

क. ल. नं. १
दस्ता क्र.: ३४४५ २००३
५९ ७६

कु. का. क्र. ४३ प्र. गा. न. नं. ७, ७अ व १२
नि. स. प्र.

स. नं. ६ हिस्सा नं. ९९

क्षेत्र

हेक्टर	आर.	प्रति	ए	गुंटे
०-५९-०				
०-२०-०				
९-०९-०				

लावणी लायक

पोट खराबा

एकूण

कबजेदार (६५७)

नामिदार नैशम मिर्कुटे देशरुप

पैरिनाथ गजालु मिर्कुटे व इका (७६)

गांव कासव

तालुका कलकाम

इतर हक्क (७६०)

(७६)

आकार - रुपये ९२२१०

जुडो अयवा -

जादा आकार -

वाणी -

वर्ष	कुल भाणि खंड	क्षेत्र	रीत	पिके भाणि लापवड	क्षेत्र	बेरा
१०/११			०-१९-०	लाभग		०-१९-०
११/१२						

अस्तल वरहुकुम नमकल रुजू आहे

ता. २५/१०/००
काठी-विठ्ठलपूर



Haubik Sahi
Kaiti Sahi

क. ल. नं. १
जस क्र.: ३५१५/२००३
५२/०८

ANNEXURE - C

मा. न. नं. ७, ७अ व १२

*

स. नं. ६	हिस्सा नं. ४	कमजोदार (५३२) (६०५) (७३२)	गांव काव्या
क्षेत्र	हेक्टर आर प्रति ए गुठे	दामु कालोडे गवनी अमुदाग कालोडे मवनी (७३२) अमुडाडिडे कालोडे गवनी (७३२)	ताकका कुल्लाणी
बाणी लायक	०-०१-०		इतर हक्क (३३३)
घोट खराबा	०-००-०		ना.म. दामागमरोर डन गु.न.२
एकूण	०-५२-०		(३६०) (६०५)
आकार	-	रुपये पैसे	(७३२)
खुडी मथवा	-	०-६२	
जादा आकार	-		
पाणी	-		

वर्ष	कुल आणि खंड	क्षेत्र रीत	पिके आणि लागवड	क्षेत्र घेरा
२०१०	२५५	०-०१-०	बाग	०-०१-०

असल वरहुकुम नकल रुजू आहे

ता. १०/१०/१०
सहायक न्यायाधीश



Saibisalef
Sabit Sale

क. ल. नं. १
दस्त क्र.: ३५४५ / २००३
५३ / ७६

ANNEXURE - C

गां. न. नं. ७^अ ब १२

स. क्र.	६	हिस्सा नं.	२	कबजदार	गांव
क्षेत्र लावणी लायक	१	हेक्टर आर	१	नामने १ उंलयासिखरे	बाबाप
पोटखराबा	१		२०	नामने २	नालका
एकूण	१		१	पेढीनाथ गणगण	इतर हुक्क
आकार	१		२२	मिरकुटे को	(५०६) (५०६)
जूडी अथवा				(५०६) (५०६)	(५०६)
जादा आकार				(५०६)	
पाणी					

गांव न. नं. ७ अ		गांव न. नं. १२ ब				
वर्ष	कुल बाणि खंड	क्षेत्र	रीत	पिके बाणि लागणपड	क्षेत्र	रीत
२१/१२	२०६	१०१००	ना. १०	ना. १०	१०१००	ना. १०

अस्सल बरहुकूम खरी. नवकल दिली वसे

गारीख १/२/२०१२

पाटोल

Keniya 8000-7-91

मजबूती-चिह्नपत्र

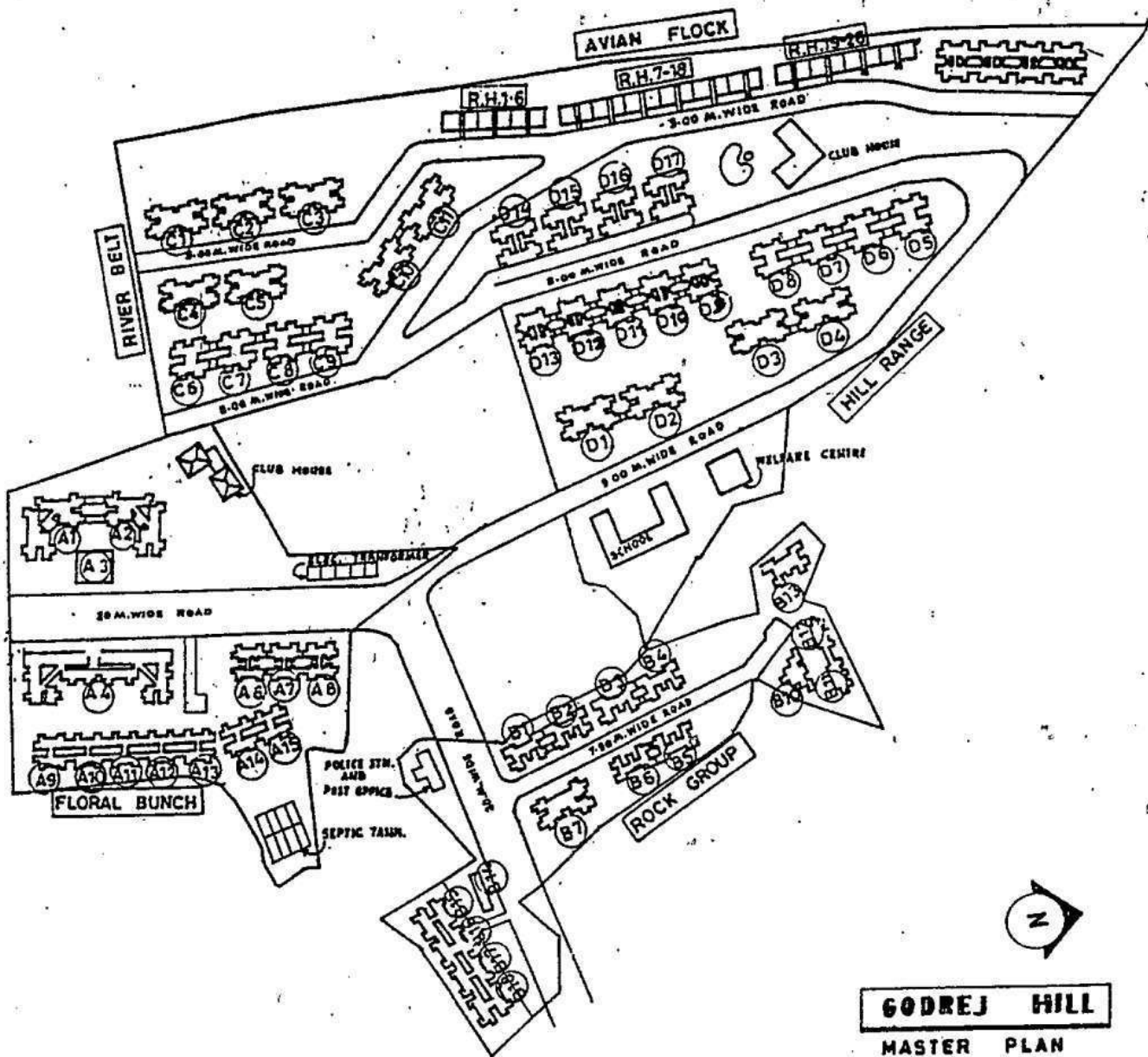


Shree Sahf

Shree Sahf

क. ल. न. १	
दस्तावेज नं.:	२००३
५४	७९

ANNEXURE "D"

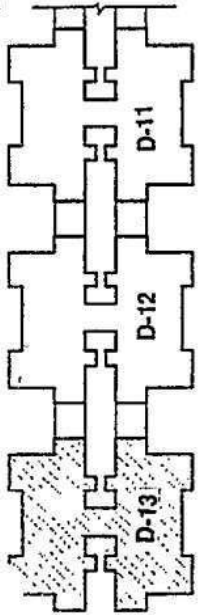


GODREJ HILL
MASTER PLAN



Sanjay Shah *A. A. Jale*

क. ल. न. १
 वस. नं.: ३२४५ / २००३
 ५५/०६



9.00 M.W. INTERNAL ROAD.

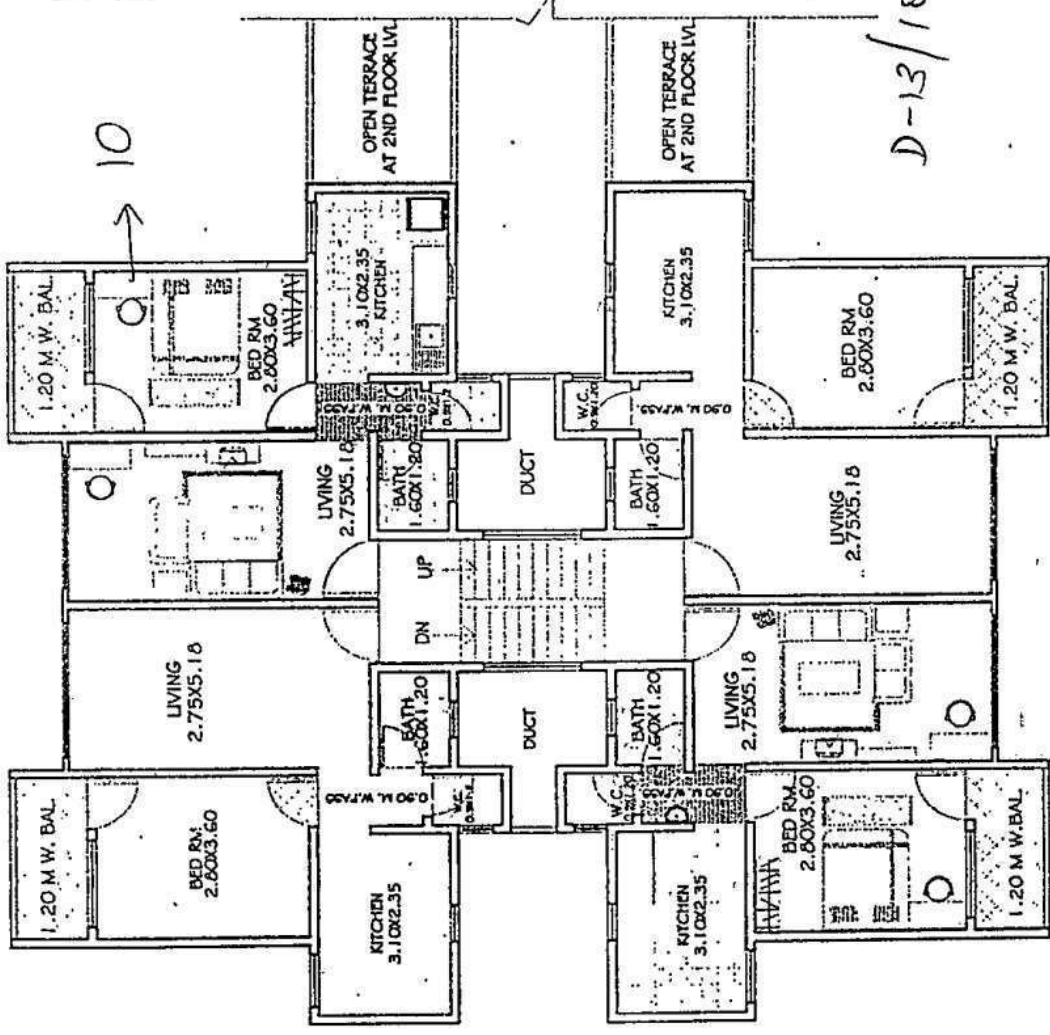
KEY PLAN



NOTE :- BALCONIES ARE SHOWN ENCLOSED SUBJECT TO
PAYMENT OF PENALTY AS LEVIED BY CORPORATION.

D.M.DALVI

ASSOCIATES
ARCHITECTS
 7TH BLOCK, ZIONWA SKIFFING CENTRE,
 SHAWHANU CHOWK, AGRA ROAD,
 MADRAS (W) 431 301
 TEL: 331172, 331171



D-13/10

D11 - BLDG.

GODREJ HILL - KALYAN

PROPOSED RESIDENTIAL DEVELOPMENT FOR
 GODREJ PROPERTIES & INVESTMENTS LTD.

THE SEAL
 SCALE: 1:100
 N.T.R. 28/08/02
 PRESENTATION BY: NITIN
 D11 - D12 - D13
 TYPICAL FLOOR PLAN
 (FIRST TO THIRD)
 BOOKING PLAN 02

Sanjay

Siti Sale

क. ल. नं. १	
दस्तावेज नं.: १४४	२००३
५९६६	

ANNEXURE - F

AMENITIES & SPECIFICATIONS

The proposed building will be of R. C. C. from structure with all external walls of 9" thick brick masonry, with sand faced plaster on external walls and neeru plaster on internal walls. The terrace floor will be waterproofed and generally sloped towards rain water outlets. All open water supply lines will be "B" class G. I. pipes and concealed plumbing will be "C" class G.I. pipe. The soil and waste pipes shall be C.I. and rain water pipes shall be of P.V.C. The over Head Tanks will be of R.C.C. constructions. The electrical wiring will be concealed within the flats with main supply cables of Aluminium terminating in the meter room as per MSEB rules.

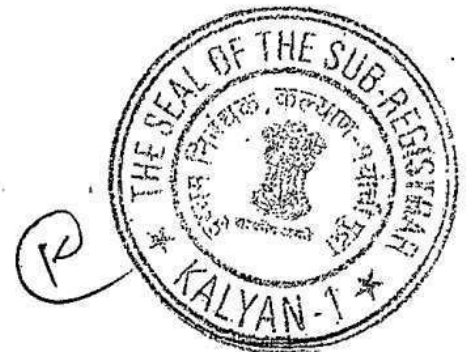
- 1) **FLOORING**
 - a. Ceramic tile flooring/skirting in living room, passage, bed room/s.
 - b. Kota flooring for bath room and kitchen.
 - c. Ceramic flooring in W.C. and Toilet.
- 2) **DADO :**
 - a. Ceramic tile dado in bath room and toilet up to door height.
 - b. Ceramic tile dado up to 2 ft. for W.C.
- 3) **KITCHEN**

MARBLE

Kitchen platform with ~~granite~~ top and stainless steel sink.
Kudappah shelf below the Kitchen platform.
- 4) **BATHROOM/W.C./TOILET :**
 - a. One Orrisa type W.C. pan in W.C. with flushing cistern.
 - b. Hot and cold water arrangement in bath room with shower arrangement, one geyser and towel rod.
 - c. Hot and cold water arrangement with shower but without geyser for toilet, European W.C. with flushing cistern and wash basin.
 - d. All sanitary fittings shall be of white colour.
- 5) **DOORS**
 - a. Flush door shutters for living room and bed room. Panel door shutters for bath/W.C./Toilet and for balconies.
 - b. Teak Wood door frames for all doors.
 - c. Brass C.P. fittings for all doors.

Saurin Singh

Dr. B. K. Bala



क. ल. न. १	
दस्तावेज: ३५४५	२००३
५०	०९

6) **WINDOWS :**

- a. Aluminium sliding windows aluminium openable aluminium windows as per
- b. Louvered window for W.C./bathroom/toilet.
- c. Safety grills for all windows for the ground floor only.

7) **ELECTRICALS :**

- a. Adequate fan hooks, light and power points in all rooms, one T.V. point and one telephone point in living room.

8) **GENERAL :**

- a. R.C.C. loft in Kitchen :
- b. Oil bound distemper internally and Sandtex Matt Paint externally. Oil paint to doors frames and door shutters.



②

Devi Singh

Dr. A. B. Balle

क. ल. न. १	
दस्तावेज क्र.: ३५५	२००३
५८	७९

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. :

167443

Receipt Date :

26-MAY-03

Received From :

RAT.RTR RAHT.

On Account of :

SALE OF STAMPS

Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
DD	734532	19-MAY-03	CANARA BANK (CAB)	0	7,400.00

Case No. :

Lot No. :

Lot Date :

Total D.O. :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
	SPECIAL ADHESIVE	1	7400	7,400.00
Total				7,400.00

Rs 7400

Rupees Seven Thousand Four Hundred only

F. GURJULE

Cashier/ Accountant, Registration, please produce the original receipt to the Sub-Registrar.



3rd Floor, Factory-Administrative Building, Pirojshanagar,
Eastern Express Highway, Vikhroli(E), Mumbai 400 079
Phone: (91-22) 518 87 19 Fax: (91-22) 518 87 17
Email:marketing@godrejproperties.com



Godrej
PROPERTIES &
INVESTMENTS LIMITED

SCHEDULE 'Z'

Date : 11/06/2003

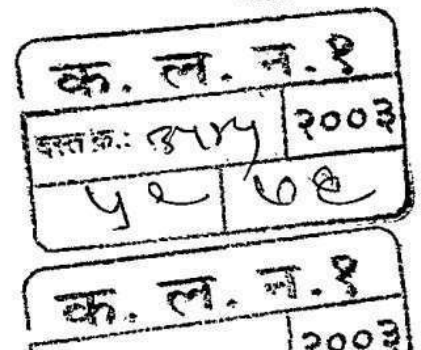
01. Agreement Date : 11/06/2003
02. A. Unit No : GHD1302D1
B. Building Name : NILGIRIS -3
C. Floor No : 2
D. Total Floors : 3
E. Unit Is : FLAT
03. A. Name and address of the first applicant : MR. BALBIR KRISHAN BAHL
C9/1, NILE IV CO. HSG. STY
GODDREJ HILL
KALYAN 421 301 421 301
B. Name and address of the second applicant : MS. KIRTI BAHL

04. Carpet area of Unit : 40.80 Sq.Mtr
05. Total 20% Payable : 90,675.00 ninety thousand six hundred seventy-five only
06. Purchase price of Unit : 453,375.00 four lac fifty-three thousand three hundred seventy-five only
07. Total amount paid: 68,800.00 sixty-eight thousand eight hundred only
08. Balance Payable : 384,575.00 three lac eighty-four thousand five hundred seventy-five
09. Common Area Cost: 113,143.80 one lac thirteen thousand one hundred forty-three and eighty paise onl
10. Amounts Paid : 68,800.00 sixty-eight thousand eight hundred only

Rect No	Recd Date	Cheque No	Chq Date	Name of Bank	Amount
904550	25/04/2003	861785	13/04/2003	KALYAN	25,000.00
904551	21/05/2003	861790	18/05/2003	KALYAN	43,800.00
Net: sixty-eight thousand eight hundred only					68,800.00

11. Date Of Possession: 30/11/2003
12. LEGAL COSTS : 10,000.00
SERVICE CHARGES : 2,000.00
CLUB DEV. CHARGES : 10,000.00
CORPUS FUND : 14,040.00
SHARE MONEY : 360.00
ELECTRICAL METER : 8,000.00
MUNICIPAL CHARGES : 5,000.00
GATE INSTALLATION : 400.00
ELEC. INSTALLATION : 10,000.00
TOTAL: 59,800.00

fifty-nine thousand eight hundred only



13. A. GPIL Authorised Signatory:

K.T. JITHENDRAN
2nd AUGUST 2001

B. Resolution Date:

14. Use, only for residential purpose:

15. Correspondence Address:

C9/1, NILE - IV, CO HSG. STY
GODREJ HILL
KALYAN
421 301

16. Fax No:

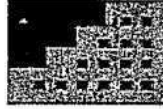
*** End Of Report ***

(K)



क. ल. न. १	
कल. न. 3784	2003
ED	COE

3rd Floor, Factory Administrative Building, Pirojshanagar,
Eastern Express Highway, Vikhroli(E), Mumbai 400 079
Phone: (91-22) 518 87 19 Fax: (91-22) 518 87 17
Email:marketing@godrejproperties.com



Godrej
PROPERTIES &
INVESTMENTS LIMITED

RECEIPT

Print Date : 10/11/1999

Flat Code: GHD1303C1

MR. BALBIR KRISHAN BAHL
C9/1, NILE COOP HSG. STYG
GODREJ HILL
KALYAN - 421 301

Receipt No : 904426		Receipt Date : 25/04/2003	
Cheque.No	Cheque Date	Branch	Amount
861735	13/04/2003	KALYAN	25,000.00
Plan Code	Description	Amount Paid	
A01	APPLICATION MONEY	23,440.00	
A02	ALLOTMENT MONEY	1,560.00	
		25,000.00	

FOR GODREJ PROPERTIES & INVESTMENTS LTD.



3rd Floor, Factory Administrative Building, Pirojshanagar,
Eastern Express Highway, Vikhroli(E), Mumbai 400 079
Phone: (91-22) 518 87 19 Fax: (91-22) 518 87 17
Email:marketing@godrejproperties.com



Godrej
PROPERTIES &
INVESTMENTS LIMITED

RECEIPT

Print Date : 02/06/2003

Flat Code: GHD1303C1

MR. BALBIR KRISHAN BAHL
C9/1, NILE COOP HSG. STYG
GODREJ HILL
KALYAN - 421 301

Receipt No : 904502		Receipt Date : 21/05/2003	
Cheque.No	Cheque Date	Bank/Branch	Amount
861790	18/05/2003	canara bank	43,800.00
		KALYAN	
Plan Code	Description	Amount Paid	
A02	ALLOTMENT MONEY	43,800.00	43,800.00

Note: Subject to realisation of cheque

FOR GODREJ PROPERTIES & INVESTMENTS LTD.

AUTHORITY





13/06/2003

दुय्यम निबंधकः

4:37:46 pm

कल्याण 1

दस्त गोषवारा भाग-1

कलन1

दस्त क्र 3545/2003

०५/०६

दस्त क्रमांक : 3545/2003







दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव-व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

<p>1 नाव: बलबीर क्रिशन बहल पत्ता: घर/प्लॉट नं: सी /9/1 गल्ली/रस्त: - ईमारतीचे नाव: निले 4 को ऑप हो सो ईमारत नं: - पेट/वसाहत: गोदरेज हिल, शहर/गाव: कल्याण तालुका: - पिन: -</p>	<p>लिहून घेणार वय 42 सही</p> <p><i>Balbir Sahil</i></p>		
<p>2 नाव: सौ किती बलबीर बहल पत्ता: घर/प्लॉट नं: - गल्ली/रस्त: - ईमारतीचे नाव: व प्र ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: -</p>	<p>लिहून घेणार वय 36 सही</p> <p><i>Kirti Sahil</i></p>		
<p>3 नाव: मे गोदरेज प्रॉपर्टीज अॅन्ड इन्व्हेसमेन्ट लि तर्फे के टी जितेंद्रन यांचे कु मु म्हणुन नरेद्र जोशी - - पत्ता: घर/प्लॉट नं: - गल्ली/रस्त: - ईमारतीचे नाव: गोदरेज हिल ईमारत नं: - पेट/वसाहत:</p>	<p>लिहून देणार वय 35 सही</p> <p><i>Narender Joshi</i></p>		





दस्त गोषवारा भाग - 2

कलन1

दस्त क्रमांक (3545/2003)

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दस्त क्र. [कलन1-3545-2003] चा गोषवारा
बाजार मुल्य : 397800 मोबदला 28453375 भरलेले मुद्रांक शुल्क : 7400

पावती क्र.: 3553 दिनांक: 13/06/2003
पावतीचे वर्णन
नांव: बलबीर क्रिशन बहल

दस्त हजर केल्याचा दिनांक : 13/06/2003 04:32 PM
निष्पादनाचा दिनांक : 12/06/2003
दस्त हजर करणा-याची सही :

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4540 : नोंदणी फी
1520 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

6060: एकूण

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दु. निबंधकाची सही, कल्याण 1

दस्ताचा प्रकार : 25) करारनामा
शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 13/06/2003 04:32 PM
शिक्षा क्र. 2 ची वेळ : (फी) 13/06/2003 04:35 PM
शिक्षा क्र. 3 ची वेळ : (कबुली) 13/06/2003 04:36 PM
शिक्षा क्र. 4 ची वेळ : (ओळख) 13/06/2003 04:37 PM

दस्त नोंद केल्याचा दिनांक : 13/06/2003 04:37 PM

ओळख :

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

1) राजकुमार एम उन्हाळे , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: व्ही वाय फडके पांडुरंग निवास

ईमारत नं: -

पेठ/वसाहत: विष्णूनगर नौपाडा

शहर/गव: ठाणे

तालुका: -

पिन: -

2) राजेश- मोरे , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: नवचिंतामणी पाटीलवाडी

ईमारत नं: -

पेठ/वसाहत: -

शहर/गव: ठाणे

तालुका: -

पिन: -

दु. निबंधकाची सही
कल्याण 1

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June 13, 2003

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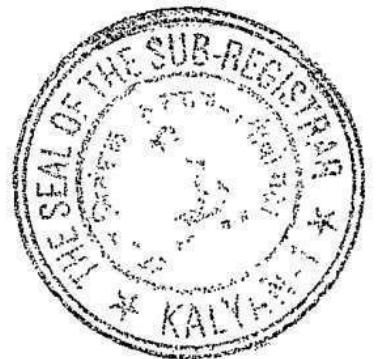
दस्ता क्रमांक 3545

दस्ता नोंदणी

दस्ता नोंदणी

दिनांक 13/06/2003

प्रमाणित करण्यात येते की या
दस्ता नोंदणी
पाने अस्तित्वात आहेत
दु. नि. कल्याण-1



ANNEXURE 'G'**OUTGOINGS**

1. Insurance premium in respect of the property.
2. All Municipal taxes, imposition, levies and cesses imposed by any local authority including the water tax and water charges etc.
3. Expenses for the day to day maintenance of the building such as lights in the staircases, passages and common areas, lifts, service charges and salaries of watch and ward and other staff.
4. Costs of cleaning and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by the party of the other part in common as aforesaid.
5. Salaries of clerks, bill collectors, chowkidars, sweepers etc.
6. Costs of working and maintenance of water pumps and lights and service charges.
7. Such other expenses and outgoings as may become necessary to be recovered in the discretion of the Company.



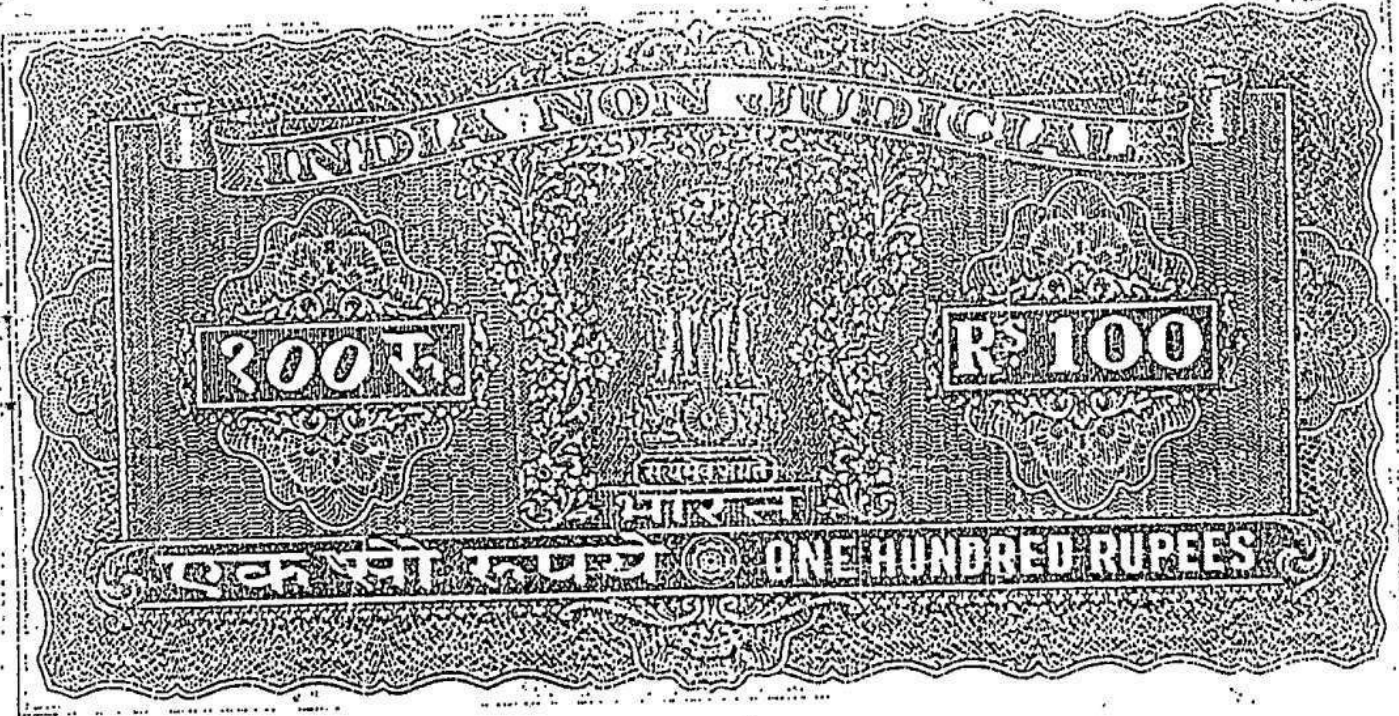
(K)

क. ल. न. ९	
दस्ता क्र.: ३४४	२००३
९	१०९

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Handwritten signature: Danti Bahl

दस्ता क्र.:	
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क्रमांक २२०२००
२००३

Godrej Properties & Investments Ltd
२३.

POWER OF ATTORNEY

KNOW ALL MEN by these presents that WE, (1) MR. AMIT CHOUDHURY - Managing Director, (2) MR. MILIND S. KORDE - General Manager (Commercial) (3) MR. MILIND D. PATHARE - Dy. General Manager (Construction) (4) MR. K. T. JITHENDRAN - Dy. General Manager (Marketing) and (5) MR. NISHIKANT SHIMPI, Marketing Manager, all in the employment of M/S. GODREJ PROPERTIES & INVESTMENTS LIMITED a Company incorporated in India and having its registered office at - Pirojshanagar, Eastern Express Highway, Vikhroli, Mumbai 400 079, do hereby jointly and each of us severally nominate and appoint MR. NARENDRA JOSHI presently - Executive (Construction) of the said Godrej Properties & Investments Limited at Mumbai to be the true and lawful attorney in fact and at law of each of us individually and in our names and on our behalf respectively and as our respective acts and deeds TO appear before the Sub-Registrar of Joint



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क. ल. न. ३
वक्तकः ३१४ २००३
२००३

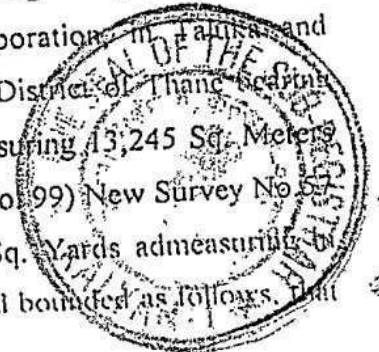
Additional Sub-Registrar of Assurances or any other registering authorities in the state of Maharashtra and present for registration and admit execution by us or any one or more of us and do all things necessary or proper for the purposes of registering under the Registration Act XVI of 1908 or other the Act or Regulation for the time being in force relating to the registration of assurances deeds and documents (including duplicates and counter parts thereof) all Agreements and other deeds documents and instruments for Sale or allotment of flats offices shops units tenements garages car parking spaces under stilts open car parking space or other premises expressed to be made between the said Godrej Properties & Investments Limited as Vendors/Promoters/Project Managers and signed by us or any one or more of us individually and as the duly authorized representative and representatives of the said Godrej Properties & Investments Limited relating to the buildings and other structures to be constructed or under construction or completed on the pieces or parcels of land or ground all situate in the State of Maharashtra (more particularly described in the Schedule hereunder written) And Generally to do and perform all acts and things necessary or expedient in relation to the premises as fully and effectually in all respects as we ourselves or any one or more of us individually could do by law AND we do and each of us doth hereby ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents.

WE DO AND EACH OF US DOTH DECLARE that this Power of Attorney shall stand revoked upon the said Attorney ceasing to be in the employment of the said Godrej Properties & Investments Limited.

IN WITNESS whereof we have executed these presents at Mumbai this 8th day of March 2001.

THE SCHEDULE ABOVE REFERRED TO:

Firstly, All those pieces or parcels of non-agricultural land lying being and situate at Village Barave, within the limits of Kalyan Municipal Corporation in Thane and Registration Sub-District of Kalyan, District and Registration District of Thane bearing (Old Survey No. 99) Survey No.57 Hissa No.2/1 (Part) admeasuring 13,245 Sq. Meters equivalent to 15841 Sq. Yards or thereabout and (Old Survey No.99) New Survey No.57 Hissa No.4 admeasuring 680 Sq. Meters equivalent to 813 Sq. Yards admeasuring an aggregate 13,925 Sq. Meters equivalent to 16654 Sq. yards and bounded as follows. That is to say:-



क. ल. न. १	
दस्तावेज नं.:	३७४५/२००३
	६३/६६

- On or towards the North : By property bearing Survey No. 56 Hissa No.2 belonging to Shankar and Gangubai Anant.
- On or towards the South : By property bearing Survey No. 57 Hissa No. 3 belonging to Dadaji Chandraya Dhone.
- On or towards the East : By property bearing Survey No. 54 belonging to Dadaji Chandraya Dhone.
- On or towards the North : By property bearing Survey No. 57 Hissa No. 5 belonging to Tukaram Mhatre and Vithal Kamble and Gaothan boundry.

Secondly, All those pieces or parcels of non-agricultural lands lying being and situate at Village Barave, within the limits of Kalyan Municipal Corporation, in Taluka and Registration Sub-District of Kalyan, District and Registration District of Thane bearing Survey No.8 and Hissa No.4, Survey No.13 and Hissa No.11, Survey No.14 and Hissa No.1/1, Survey No.6 and Hissa No.1, 2, 3, 4, 5, 9, 14, 16, 18, 19A, 19B and 20

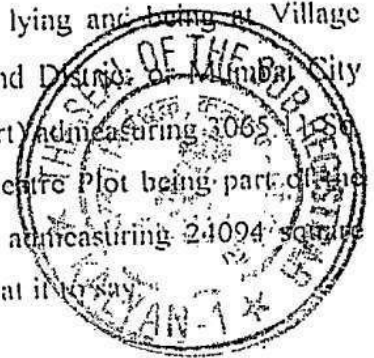
Thirdly, All those piece or parcel of land or ground situate, lying and being at Panvel, within the limits of Panvel Municipal Council, bearing final plot No.437 of the town planning (first variation final admeasuring 26041 square meters or thereabouts, formed out of Survey No.382 Hissa No.1 to 7 of Village Panvel, Taluka Panvel, Dist. Raigad and bounded as follows :

- On or towards North : by final Plot No.438
- On or towards South : by final Plot No.443
- On or towards East : by riverside
- On or towards West : by the Public Road

Fourthly, All those pieces or parcels of land lying and situated being at Panvel, in the district and division of Raigad within the limits of Panvel Municipal Council, outside the limits of the Kolaba Zilla Parishad and within the jurisdiction of the Sub-Registrar of Panvel, and more particularly described as under :

- On or towards North and West : by Survey No.635 which is bounded by Municipal Roads
- On or towards South : by Survey No.632
- On or towards East : by Survey No.633 and Survey No.638

Fifthly, All that piece or parcel of land or ground situate, lying and being at Village Kurla in Greater Mumbai in the Registration Sub-District and District of Mumbai City and Mumbai Suburbs and bearing S. No. 292 Hissa No. 1 (Part) admeasuring 3065 square Yards. i.e. 2563 Sq. Meters or thereabout and known as Theatre Plot being part of the bigger plot of land bearing S. No. 292, Hissa No. 1 (part) admeasuring 24094 square yards; i.e. 20476.90 square metres and bounded as follows, that it may



क. ल. न. १	
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९४ ७९	

On or towards the North
 On or towards the South
 On or towards the East
 On or towards the West

by proposed road
 by Creek
 by proposed road and
 by Creek land

Sixthly, ALL THAT piece of parcel of land or ground with the bungalow and buildings standing thereon situate lying and being at Premnarayen Chowk, Linking Road, Santa Cruz, Bombay and bearing CTS No. G/568 of Village Danda, Taluka Andheri in the Bombay Suburban District in the Registration Sub-District of Bandra containing by admeasurement 1638 square yards or thereabouts and marked as Plot No. 64A and being a portion of Final Plot No. 64 of Santa Cruz Town Planning Scheme No. IV in the Book of the Collector of Bombay Suburban District and which premises are assessed by the Municipality of Bandra under House Nos. 5 and 5A at New Linking Road, Khar, formerly known as Dadabhai Road, Santa Cruz and are bounded as follows that is to say on or towards the WEST by the New Linking Road, on or towards the SOUTH by the property of Mr. Sunderrao M. Poy on or towards the EAST by Plot No. 64F the property of J. A. Nazareth and on or towards the NORTH by Plot No. 64B belonging to Mr. L. S. Vaidyanathan. The total area of the land originally granted by Government to Nowroji Burjorji Ranji by Kabulyat or Reclamation Lease dated 15.10.1972 and afterwards assigned by Nowroji Burjorji Ranji to Sorabji Hoshungji Gazdar by writing dated 4.11.1878 was 221 crores and 22 Gunthas. Plot No. 64A of Santa Cruz Town Planning Scheme No. IV is a part of the said land. The land granted by the Kabulyat formed part of original survey No. 298 of Village Danda, Turf Bandra, Taluka 365 according to Revision Survey held or about 27.7.1923 and bears serial No. 67 in the Printed copy of the Town Planning Scheme No. IV (Final) Santa Cruz.

Seventhly, ALL THAT piece or parcel of land or ground being a portion formally of Revision Survey Nos. 57, 58, 59 now of Revision Survey Nos. 57, 58A, 59A situate lying and being at Village Munjeri, Taluka Haveli, admeasuring about 1 acre and 34 gunthas, i.e. 8954 square yards equivalent to 7485.54 square meters or thereabouts situate in the Civil Lines Poona within the suburban limit on the Koregaon Road in the Registration Sub-District of Haveli Zilla Poona and bounded as follows:

On or towards East :
 On or towards the West :
 On or towards the South :
 On or towards the North :

by Revision Survey No. 65
 by the Riding Path and beyond at Koregaon Road
 by compound wall of Pudmjee Terrace
 by portion of Revision Survey Nos. 57, 58A, 59A

Eightly, All that piece or parcel of land or ground together with the structures standing thereon lying being and situate at Bhamboorda now known as Shivaji Nagar in Taluka

क. ल. न. १	
वस्तु क्र.: ३५४५	२००३
२५	०८

Pune City on the North East Side of the Bombay Pune Road in Pune District and Registration Sub-District of Haveli in the State of Maharashtra containing admeasurement 4017.79 Sq. Mt. (as per Plan) or thereabouts and bearing Sub-divided Final Plot No. 64/A1, 64/B1 and 64/B2 of the Sangamwadi Town Planning Scheme and bounded as follows. i.e. to say.

on or towards the North	:	by Sub-divided Final Plot No. 64/C,
on or towards the South	:	by Sub-divided Final Plot No. 64/A,
on or towards the East	:	partly by Sub-divided Final Plot No. 64/3 and
on or towards the West	:	by Bombay Pune Road.

Ninthly, All that piece or parcel of land or ground together with the structures standing thereon lying being and situate at Bhamboorda now known as Shivaji Nagar in Taluka Pune City on the North East Side of the Bombay Pune Road in Pune District and Registration Sub-District of Haveli in the State of Maharashtra containing admeasurement 6507.19 Sq. Mt. (as per Plan) or thereabouts and bearing Sub-divided Final Plot No. 64/A1, 64/B1 and 64/B2 of the Sangamwadi Town Planning Scheme and bounded as follows. i.e. to say

on or towards the North	:	by Sub-divided Final Plot No. 64/C,
on or towards the South	:	by Sub-divided Final Plot No. 64/A,
on or towards the East partly	:	by Sub-divided Final Plot No. 64/3 and
on or towards the West	:	by Bombay Pune Road.

Tenthly, All that piece or parcel of land situated at Pune City within Pune Taluka, District Pune within the Registration Sub-District of Haveli and District of Pune bearing Old City Survey No. 672 Ganj Peth New City Survey No. 401 Ghorpade Peth and admeasuring 1441.5 sqmt or thereabouts and bounded as follows :

on the east	:	by Public Road,
on the South	:	by Shankershet Road,
on the North	:	by Public Road, and
on the West	:	by New City Survey No. 402 Ghorpade Peth.

Eleventhly, All that piece and parcel of land admeasuring 7534.3 sq. mts. alongwith structure standing thereon bearing Survey No. 331A (Old survey No. 102A) and CTS No. 43, Final Plot No. 155, Taluka Pune City, District Pune and bounded as follows :-

On or towards East	:	Survey No. 331B (Old Survey No. 102B) i.e. F.P. Nos. 156, 157, 159, 160 of Sangamwadi, T.P. Scheme
On or towards South	:	Sassoon Road
On or towards West	:	Survey No. 331C, F.P. No. 155 of Sangamwadi, T.P. Scheme
On or towards North	:	Survey No. 349/A/2 & Survey No. (Old Survey No. 122A) i.e. F.P. Nos. 166 (Part) & 170 (Part) of Sangamwadi, T.P. Scheme.

क. ल. न. १	
वर्ष: १९८५	२००३
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SIGNED AND DELIVERED by the
withinnamed EXECUTANTS,

(1) MR.. AMIT CHOUDHURY,

Amit Choudhury

(2) MR.. MILIND S. KORDE,

Milind S. Korde

(3) MR. MILIND D. PATHARE

Milind D. Pathare

(4) MR.. K. T. JITHENDRAN,

K. T. Jithendran

(5) MR.. NISHIKANT SHIMPI

Nishikant Shimpi

in the presence of



क. ल. न. १	
दस्तावेज: ३५४५	२००३
<i>Handwritten mark</i>	<i>Handwritten mark</i>

- 1) Mr. Sharma
- 2) Sharma
- 3) Sharma
- 4) K.T. Jithendran
- 5) Shimpi

13/1/2001

Special Power of Attorney has been executed
 14/3/2001 By (1) Mr./Mrs. Amit Chaudhary
 Occupation Service Age 58 Years
 Residing at

- 1) Milind Konde - Age - 37 Service
 - 2) Milind Pathare Age - 43 Service
 - 3) K.T. Jithendran Age - 34 Service
 - 4) Nishikant Shimpi Age - 34 Service
- All having Add. at - Piroj Churnagar,
 Eastern Express Highway Vikhroli
 Mumbai - 79

In the Presence of
 Their Identity is Proved by
 1) Shyambhan Kumbharvi - Service
 2) Deepak Kulkarni - Service
 To the undersigned having All of same
 authentication fee of Rs. 100/- Received as follows

[Signature]
 Jt. Sub-Registrar IV
 Bandra, Mumbai
 400 019

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

Date 12/3/2001

[Signature]
 Jt. Sub-Registrar IV
 Bandra, Mumbai
 400 019



क. ल. न. १
 दस्तावेज: 3784 / 2003
 EL/08

क्रमांक/महसूल कक्षा-१/एच-२/एनएपी/एतआर ४/९२

तहसिलदार कार्यालय कल्याण.

दिनांक : ५८ / ५ / १९९२.

- पहल :- १] श्री. नागदेव चंद्रया मिरकुटे व इतर
 राहाणार - बारावे तालुका - कल्याण जिल्हा ठाणे यांचा
 दिनांक २८.१.१९९२ चा अर्ज.
- २] सहाय्यक संचालक नगररचना कल्याण महानगरपालिका यांचे कडील
 आदेश क्रमांक/कसपा/नरवि/आ/प/कवि/५६०.११५
 दिनांक ५.१०.१९९१.
- ३] ना.उपजिल्हाधिकारी व सक्षम प्राधिकरण . नागरी संकुलन
 उल्हासनगर ठाणे यांचे कडील आदेश क्रमांक युसलसी/युसलएन/६[१]
 एत आर/ १९/बारावे दिनांक १४.१२.८९ व आदेश क्रमांक युसलसी/
 युसलएन ६[१] एत आर/४५२/बारावे दिनांक ३१.७.१९९०.
- ४] मंडळ अधिकारी कल्याण यांचे कडील चौकशी अहवाल क्रमांक
 सजॉक/बामि/९३१ दिनांक २४.३.१९९२.



आदेश

ज्या अर्था, श्री. नागदेव चंद्रया मिरकुटे व इतर राहाणार- बारावे
 तालुका- कल्याण जिल्हा ठाणे, यांनी ठाणे जिल्हातील कल्याण तालुक्यातील
 मौजे बारावे या ठिकाणी भूमापन क्रमांक ६/४ क्षेत्रा ५२०० चौ. मी. व
 ६/५ क्षेत्रा १०,१०० चौ.मी. मधील आपल्या मालकीच्या जमिनीतील
 १५३००.०० चौ.मीटर स्वदया भागाचा निवासी प्रयोजन या बिगर शेतकी
 प्रयोजनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

त्या अर्था, आता महाराष्ट्र जमीन महसूल अधिनियम, १९६६, चे कलम
 ४४ आणि महाराष्ट्र प्रादेशिक नगररचना अधिनियम, १९६६
 अन्वये तहसिलदार कल्याण यांच्याकडे निहित करण्यांत आलेल्या अर्थावर
 वापर करून, उक्त तहसिलदार कल्याण, याद्वारे श्री. नागदेव चंद्रया मिरकुटे व
 इतर राहाणार बारावे तालुका कल्याण यांना मौजे बारावे मधील भूमापन
 क्रमांक ६/४ क्षेत्रा ५२०० व ६/५ १०,१०० चौ. मी. रकूण मधील १५३००.००



चौ.मी. स्वदया जमिनीच्या क्षेत्राचा निवासी प्रयोजनासाठी **बि. न. १**
 इतकः ३५३२/२००३
 ६२ ०६

शेतकी प्रयोजनार्थ वापर करण्याबाबत व पुढील शर्तीवर अनुज्ञा [हॅरमिशन] देत आहेत. त्या शर्ती अशा :-

१. ही परवानगी अधिनियम व त्याखाली केलेले नियम यांना अधीन ठेवून देण्यांत आली आहे.
२. अनुज्ञाग्राही व्यक्तीने [ग्रेन्टीने] अशा जमिनीचा व त्यावरील इमारतीचा आणि किंवा अन्य बांधकामाचा उपयोग, उक्त जमिनीचा ज्या प्रयोजनार्थ उपयोग करण्यांत परवानगी देण्यांत आली असेल त्या प्रयोजनार्थच केवळ केला पाहिजे. यांचा इतर कोणत्याही प्रयोजनार्थ तहसिलदार कल्याण, यांच्याकडून तशा अर्थाची आगावू लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.
३. अशा परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्याचे जे कोणतेही उपभूखंड करण्याबाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोटविभागीशी करण्याबाबत आगाऊ परवानगी मिळविल्याशिवाय अनुज्ञाग्राहीने अशा भूखंडाची किंवा उपभूखंडाची आणखी पोटविभागी करता कामा नये.
४. अनुज्ञाग्राही व्यक्तीने [अ] तहसिलदार व संबंधीत नगरपालिका प्राधिकारी यांचे समाधान होईल अशा रितीने अशा जमिनीत रस्ते, गटारे वगैरे बांधून आणि [ब] भूमापन विभागाकडून अशा भूखंडाची मोजणी व त्याचे सीमांकन करून ती जमीन या आदेशाच्या तीरखोपातून एक वर्षांच्या आंत मंजूर आराखाड्या प्रमाणेच काटेकोरपणे विकतिल केली पाहिजे. आणि अशा रितीने ही जमीन विकतिल केली जाई पर्यंत त्याने त्या जमीनच्या कोणत्याही रितीने विल्हेवाट लावता कामा नये.
५. अनुज्ञाग्राही व्यक्तीस असा भूखंड विकायला असेल किंवा त्याची इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदी मध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे



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६०/०६	

किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विलेखाट बावणे आणि त्याने निष्पादीत केलेल्या विलेखात त्या बाबत छास उल्लेख करणे हे त्याचे कर्तव्य असेल.

६. या सोबत जोडलेल्या रूढ आराडाड्यात आणि/किंवा इमारतीच्या नकाशात निर्दिष्ट केल्याप्रमाणे १२, ३३९. ७८ चौ. मी. इतक्या जाते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील २, ९६०. २२ चौ. मी. चे उर्वरित क्षेत्र भिना बांधकाम मोकळे तोडले पाहिजे.

७. प्रस्तावित इमारत किंवा अन्य कोणत्याही काम [अतल्यास] सांच्या बांधकामात सुरवात करण्यापूर्वी अनुज्ञाग्राही व्यक्तीने [ग्रेन्टीने] महानगरपालिका यांची असं बांधकाम करण्या विषयीची आवश्यक ती परवानगी मिळवणे हे असा व्यक्तीवर बंधनकारक असेल.

८. अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर [ओमप मार्जिनल डिस्टन्सेस] जोडले पाहिजे.

९. या आदेशाच्या दिनांकापासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमिनीचा बिगरशेतकी प्रयोजनासाठी वापर करण्यात सुरवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यात आला असेल तर ती झलहिदा अनुज्ञाग्राही व्यक्तीने उपरोक्ताप्रमाणे न केल्यास ही परवानगी रद्द करण्यांत आली अतल्याचे समजण्यांत येईल.

१०. अनुज्ञाग्राही व्यक्तीने अशा जमिनीचा बिगरशेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांकास सुरवात केली असेल आणि/किंवा ज्या दिनांकास त्याने अशा जमिनीच्या वापरास बदल केला असेल तो दिनांक त्यास एक महिन्याच्या आत तलाठ्या चिकणाघार मार्फत तहसिलदारास कळविले पाहिजे, जर तो असे करण्यास चुकले तर महाराष्ट्र जमीन मसूल [जमिनीच्या वापरातील बदल व बिगरशेतकी आकारणी] नियम १९६९ मधील, नियम



क. स. न. १

सत क्र. ३१४५	२००३
७९	७९

नियम ६ अन्वये त्याच्यावर ह्यार्यवाही अशा अनुज्ञाग्राही पात्र ठरेल.

११. अशा जमीनीचा ज्या प्रयोजनार्थ वापर करण्यात अनुज्ञाग्राहीत परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ त्या जमीनीचा वापर करण्यांत प्रारंभ करण्याच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जमीनीच्या संबंधात दर चौ. मीटर मागे स्पष्ट ०.०१ पैसा या दराने बिगरशेतकी आकारणी केली पाहिजे. अशा जमीनीच्या वापराल कोणत्याही प्रकारचा बदल करण्यांत आला तर त्याप्रतंगी निराळ्या दराने अशा बिगरशेतकी आकारणी करण्याची हक्कियत मिळेल मग यापूर्वी आकारण्यात आलेल्या बिगर शेतकी आकारणीच्या हक्कीची मुदत अजून तसाप्त व्हावयाची आहे ही गोष्ट विचारात घेण्यात येणार नाही.

१२. ही बिगरशेतकी दराने आकारणीची हक्की दिनांक ३१.७.१९९१ रोजी संपणा-या कालावधीपर्यंत आहे. त्यानंतर अशा दरात सुधारणा करण्यात आली असेल तर या दरांची फेरतपासणी करण्यांत येईल.

१२(अ) कल्याण महानगरपालिका याचे कडील बांधकाम आदेश क्रमांक/कम्पा/नरवि/बां.प/५६०-११५ दि. ५.१०.९१ मधील शर्त क्रमांक ११ व १२ बंधनकारक आहे.

१३. जमीनीच्या बिगरशेतकी वापराल सुरवात केल्यापासून एक महिन्याच्या आत अनुज्ञाग्राही-जमीनीच्या मोजणीची फी दिली पाहिजे.

१४. भूमापन विभागाकडून जमीनीची मोजणी करण्यात आल्यानंतर अशा जमीनीचे जितके प्रत्यक्ष क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणित सनदीमध्ये केलेले क्षेत्रफळ, तसेच बिगरशेतकी आकारणी करण्यात बदल करण्यांत येईल.

१५. सदर जमीनीच्या बिगर शेतकी वापराल प्रारंभ केल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक तो इमारत बांधली पाहिजे. आणि/किंवा कोणतेही अन्य उच्च काम



क. ल. न. १
क्रमांक: ३४४/२००३
५२/५९

करावयाचे असल्यास ते बांधकाम केले पाहिजे. हा कालावधी तहसिलदार कल्याण याकडून, त्यांच्या विवेकानुसार शासकीय आदेशानुसार आकारता येईल असे वंडादाखल घोजून वाडवून घेता येईल.

१६. पूर्वीच मंजूर नकाशांवर हुकूम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीने कोणातेही भर घालता कामा नये किंवा तीमध्ये कोणातांही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी तहसिलदार यांची परवानगी घेतली असेल आणि अशा भरीचे फेरबदलाचे तकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.

१७. जमीनीच्या बिगरशेतकी वापरास सुखात केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत, अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसूल [जमीनीच्या वापरास बदल व बिगरशेतकी आकारणी] नियम १९६९, यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यांत एक सनद करून देऊ तीत या आदेशातिल सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.

१८. अनुज्ञाग्राही व्यक्तीने झालेबाजलेल्या परिसरात अस्वच्छता व घाण किंवा होणार नाही अशा रितीने आपल्या स्वतःच्या खाचनि आपली पाणी पुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

१९. अ] या आदेशात आणि सनदीत नुसते द केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीत पात्र ठरेल त्या शास्तीस बाधा न येऊ देता तहसिलदार कल्याण तो निर्दिष्ट करेल असा वंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अधिदास असा ताब्यात राहू देण्याचा अधिकार असेल.

ब] वरील वंड [अ] मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदी विरुद्ध जावून कोणातीही इमारत किंवा बांधकाम उभे करण्यात आले असेल किंवा अशा तरतूदी विरुद्ध त्या इमारतीचा किंवा



सुभ्रकासना कुमर	
दिनांक ३१/१२/२००३	
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वापर करण्यांत आला. असेल तर विनिश्चित मुदतीच्या आंत अशा रितीने उभारलेली इमारत काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी तहसिलदार कल्याण याने निदेश देणे विधी संमत असेल, तसेच तहसिलदार अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्याप्रित्यर्थ आलेला खर्च अनुज्ञाशाही व्यक्तीकडून जमीन नहसुलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

२०. दिलेली ही परवानगी मुंबई लुअर्विडिवाट व शेतजमीन अधिनियम, १९४७ महाराष्ट्र ग्रामपंचायत अधिनियम, आणि नगरपालिका अधिनियम इत्यादी सारख्या त्या त्यावेळी अंमलात असलेल्या अतर कोणत्याही कायद्याचे जे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील पण उपबंधाच्या अधिन असेल.

२१. हा आदेश निर्गमित केल्याच्या दिनांका पासून तीत दिवसाच्या आत बिगर शेतकी आकारणीच्या तिप्पट रक्कम म्हणजे सध्या ६१२.०० [सध्या तहाशे बारा मात्रा] इतकी रक्कम सातार कर [कन्व्हर्शिंग टॅक्स] म्हणून अनुज्ञाशाही व्यक्तीने भरली पाहिजे, जर असे करण्यांत तो कसूर करील तर ही बिगर शेतकी वापराबाबत देण्यांत आलेली परवानगी रद्द होण्यात पात्र ठरेल. या कराची रक्कम संबंधीत तलाठीकडे भरली पाहिजे.



[Signature]
तहसिलदार कल्याण,

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राहणार बारावे तालुका कल्याण.



१] तलाठी चिकणाघार माहितीसाठी व आवश्यक कार्यवाहीसाठी.

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