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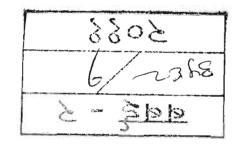
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# "DEEP"

DEEPANKAR Co. Op. Housing Society Ltd. Jagannath Bhatankar Marg, Lower Parel, Mumbai – 400 025

A. US 180 CK

# AGREEMENT FOR SALE

VISHAL ASSOCIATES

A/5-6, 2<sup>nd</sup> Floor, Satyam Shopping Centre, M.G.Road, Ghatkopar (E), Mumbai – 400 089

रमट मुनंक फॅकींग अल्ट्रा ह्रायलेंट लेम्प खाली तपासले व एस. एम. एस.। संदंधीत प्राधिकृत आधिक याशी दुश्यनीयक्तन संपर्क साधुन, मेळ बरोबर आढळु । अलि

कातेवारां की प्रत / Party Copy नार्थं कॅनरा जी प्रिले बी THE SORTH KANARA G.S.B. CO.OP. BANK LTD

Govt. of Mah. General Stamp office Licence No. D-5/STP(V)/C.R. 1042/02/05/1300-1303 Dt 22-07-05

शाखा / बांद्रा	विनांक < 5/2011
Br. / BANDRA	Date
मुद्रांक शुल्क	₹.
Stamp Duty	Rs. 55700
सेवा आकारणी शुल्क	₹.
Service Charges	Rs
(Incl. Tax)	
एकूण.	₹C710
Total	Rs. 55710
रस्तऐवजांची संख्या / No.	of Documents /

अक्षरी रूपवे / Amount in words र्रे रिने र्रे रि Thousand Seven hunding from मुद्रांक शुल्क भरणाऱ्याचे नांव व पत्ता

Name & Address of stamp duty paying party

Novanimhascoami 'S' Gurram

36/791 Adarsh Nager opp contre समोरचा पर्वकाराचे नाव / Name of counter party

Ashwin bhai petal

व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction Agræmont for sale

शुल्काचे स्वरुप / Payment Details : रोख / डीडी / धनादेश क्र.

Cash / DD / Cheque No. it any

Drawn on Bank. शाखा / Branch

मुद्रांक केतेले दस्तऐवज घेण्यास येताना ही पावती आणणे आवश्यक आहे. / This counterfoil has to be presented at the time of delivery of stamped documents

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अधिकाचाची सही Authorised Signatory

Franking No.

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खातेदाराची मत / Party Copy दि नॉर्थ कॅनरा जी.एस.बी. को-ऑप. बँक लि.

No. 78446

THE NORTH KANARA G.S.B. CO.OP. BANK LTD.

(Scheduled Bank)

3ovt. of Mah. General Stamp office Licence No. )-5/STP(V)/C.R. 1042/02/05/1300-1303 Dt 22-07-05

गाखा / बांद्रा Br. / BANDRA	दिनांक 23 14 12 01 /
मुद्राक शुल्क Stamp Duty	Bs. 203300
सेवा आकारणी शुल्क Service Charges	Rs. St. LO
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व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction Agreement for sale शुल्काचे सहप / Payment Details रोख / डीडी / घनादेश क्र. Cash / DD / Cheque No. if any

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<u> १</u>र्द्राक केतेते दस्तऐवज घेण्या स वेताना ही पावती आणणे आवश्यक आहे. / This counterfoll has to be presented at the me of delivery of stamped documents

Cashier

अधिकी याची सही Authorised Signatory

Franking No.

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Bandra (E) Branch

Ropoes Fifty-five The North Kanara G S.B.Co-op. Bank Ltd., Bandra Branch, Zapurza. Sahitya Sahawas, Kalanagar, Mumbai-400 051. D-5/STP(V)/C.R.1042/02/05/1300 to

seven hundred only) thousand five five seven zero zero Rs 0055700/-PB5100

# AGREEMENT FOR SALE A STAMP DUTY MAHARASHTRA

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this . S... day of . MAT..., SO BETWEEN VISHAL ASSOCIATES the registered Partnership through its ASHWINBHAI SAVAJIBHAI PATEL, age 41 years, Occupation -مول کی از در این در در این محکوم این این در در Business,

Occupation – Business both Indian Inhabitants of Mumbai, having their office at Satyam Shopping Centre, A Wing, 5/6 on 2<sup>nd</sup> floor, M.G.Road, Ghatkopar (E), Mumbai 400077, hereinafter referred to as DEVELOEPRS" (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs successors, executors, agents, representatives, and assigns) OF THE

## AND

MR/MRS/MS Navasimhaswami Siddiram Gurram Age. 51. Years, Occupation - ...... Indian Inhabitant, having address at 36179). Adarsh Nagar, Opp. Centuri Buzar, worti, hereinafter referred to as "THE PURCHASER/S" (which expression unless it be repugnant to the context or meaning thereof shall mean and include their heirs, administrators, represent successors and assigns) OF THE OTHER

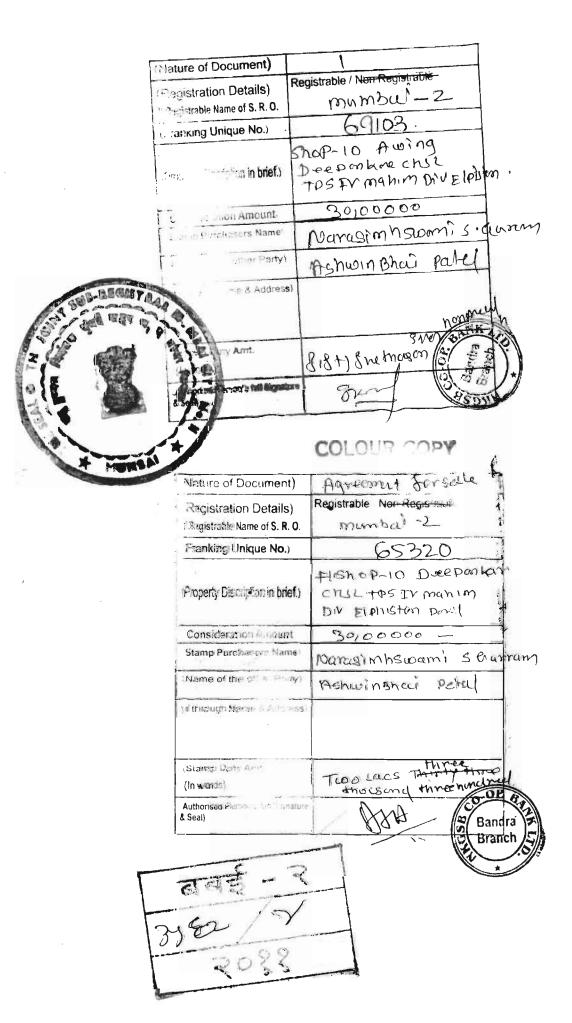
#### WHEREAS:-

**ONE PART** 

Adenwala Chaw ORIGINALLY the property know a. of 2 chawls viz. "C" and "D" having 14 manta much of and floor structure in the Chawl "C" (which are long back divided into 28 Rooms by independent entrance, mori and documents etc. and in existence till the date of its demolition) and 22 tenaments of ground plus one upper floor in Chawl "D", respectively occupied by respective occupants/tenants of original landlord Shri Govind Pawar (since deceased) and the details of measurement of respective tenements are recorded under Deed of Conveyance duly executed and registered in favour of the society alongwith the list of tenants/occupants thereby, lying and situated

Bandra (L) Brancl

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C.S.No.295 of Lower Parel Division and now known as FINAL PLOT No.599, T.P.S., Carol, Mahim, Mumbai, duly assessed with B.M.C. of "G" South Ward under No. "G" 2492 (3) Street No.75-C and (2) G-2493, Street No.75-D at Jagannath Bhatankar Marg, Lower Parel, Mumbai - 400025 as a lawful owner alongwith the land under the neath of the structures thereof and the property admeasures about 1168 sq.yds. equivalent to 951.22 sq.mtrs. or thereabout together with the structures standing thereon (hereinafter referred to as the "SAID PROPERTY" and the "SAID OWNER" for the sake of brevity).

In the year of 1979 or thereabout the Said Owner issued consent for registration of Co-operative Housing. Society and also agreed upon to sell the Said Property to the Co-op. Housing Society which was to be formed against the agreed consideration. In pursuance of consent of the Said Owner, the Occupants/Tenants formed and registered the Housing Society under

of Maharashtra Co-op. Societies Act, 19

thereunder by name M/S. DEEPANLAL

(hereinafter referred to as the SAID SOCIETY)

b.

SOCIETY LTD., under registration No.BO

- In the year of 1985 the Said Society purchased we said I c. by Deed of Conveyance duly registered under Regn. No. BOM/254/1985 dt. 7.12.2004 which was lodged for registration on 25.1.1985 before the registrar of Assurances at Old Custom House, Mumbai (hereinafter referred to as the SAID CONVEYANCE DEED). The functioning and working of the said society continued under the provisions of Maharashtra Coop. Societies Act 1960 and rules framed under of 1961and byelaws approved by registrar of societies (hereinafter referred to as the SAID ACTS, RULES AND BYE-LAWS).
- d. In the circumstances and facts narrated hereinabove the Said Society absolutely seized and possessed of or otherwise well and sufficiently entitled to all right, title and interest in respect of the Said Properties detailed hereinbefore (hereinafter the society is referred to as the OWNERS).

his show

- Associates have submitted the Development plans to B.M.C. and also applied with MHADA authorities and other concerned and relevant authorities wherein B.M.C. authorities sanctioned and approved the plan as submitted as well as MHADA authorities have also granted, permitted and issued their NO OBJECTION CERTIFICATE for development of the Said Property as the said property is in existence before 1940 and as such known as CESSED property and accordingly the B.M.C. issued I.O.D. on 21st December, 1995 and plan approved on 25.10.1995 (hereinafter referred to as the Said I.O.D. and approved PLAN).
- The said approved plan accepted by MHADA and Bombay B.R. & R. Board on 24.7.1992 after inspection of building "C" and "D" standing on the said plot of land as per the letter issued by MHADA and Bombay B.R. & R. Board putting condition of redevelopment dated 20.4.1993 and the building inspected by the authorities of MHADA and submitted their report on 27.4.1994 and accordingly Letter of Intent dated 19.11.1994 issued by Society against transit camp accommodation at Ghatkopar and ships to the transit camp.

Convering the aforesaid fact/aspect the Said Society through their Architect is bmitted amended plan for its approval and altimately amended plan approved and modified on 6.3.2000 and the Commencement Certificate issued on 7.3.2000 on the basis of modified plan (hereinafter referred to as the Said Modified Plan and Commencement Certificate).

h. The Said Society approached to the Developers/Promoters for the purposes of development of the Said Property and also agreed upon to complete the development and accordingly the Agreement of Development alongwith the General Power of Attorney dated 30<sup>th</sup> December, 2004 came to be executed, signed and also registered with the Sub Registrar of assurances under Regn.No. BBE-2-01698 of 2005 dt. 23<sup>rd</sup> February, 2005 in the name and in favour of the Developers/Promoters and also the Said

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Society issued Letter of Possession and/or letter to enter upon the SS Said Property and since then the Developers/Promoters is in lawful possession and enjoyment of the property detailed and COLOUR COPY described under the FIRST SCHEDULE hereunder written on the terms and conditions as recorded and reduced under the Agreement for Development dated 23.2.2005.

- i. In pursuance of above the Developers/Promoters again submitted amended plan and accordingly the B.M.C. authorities approved the said plan by their letter No.EEBP/2776/GS/AR dt.18.6.2005 alongwith covering letter of even date and also issued Commencement Certificate with its renewal of earlier Commencement Certificate by order dated 24.6.2005 bearing No.EB/2776/GS/AR and Order dated 3.8.2005 granting the further Commencement Certificate recorded therein.
- **j.** The Developers/Promoters hereby annex the documents as follows:-

menities to be provided by the Developers/Promoters

ANNEXTURE "A".

- (ii) Proper Qurd dt.18.5.2006 ANNEXTURE "B"
- (iii registration Certificate of Deepankar Housing Society Ltd.

  Index Registration Certificate of Deepankar Housing Society Ltd.

  No.BOM/HSG/6126 · OF 1980 dt.19.7.1980

  issued b Asstt. Registrar of Co-op. Societies.
  - (iv) I.O.D. bearing No.EEBPR/2776/GS/AR of 1995-96 dt.21.12.1995. **ANNEXTURE "D".**
  - (v) Commencement Certificate bearing No.EEBPR/2776/
    GS/AR of 1995-96 dt.7.3.2000 alongwith further sanction dt.

    ANNEXTURE "E".
  - (vi) Title Certificate issued by Advocate Mr. Suresh S. Muluk ANNEXTURE "F".
  - (vii) Floorwise plan of Said Building ANNEXTURE "G".
- k. The Developers/Promoters have engage the services of architect viz. V.S.Vaidya and Co., through its Proprietor Mr. V.S.Vaidya having their office at 437, Hind Rajasthan Building, Dadasaheb Phalke Road, Dadar (East), Mumbai 400 014 and also engage



the services of Structural Engineer for the development of said property.

- I. The Developers/Promoters have also engage the services of MR. S.S.MULUK, Advocate, for the purposes of legal work and to issue Title Certificate in respect of Said Properties.
- m. The Title Deeds and documents in respect of the Said Properties are enclosed herewith i.e. Property Card, Assessment bills, amenities, floorwise plan, Commencement Certificate.
- n. The Purchasers demanded the inspection of title, deeds and documents relating to the Said Properties and the plans, designs and specifications prepared by the Architect and such other documents specified under Maharashtra Ownership of Flats (Regulation of Promotion of Construction, sale, management, transfer Act of 1956 (hereinafter referred to as the SAID ACT) and the rules made thereunder and has satisfied himself/herself about the population of the Developers/Promoters to the said property and their rights to develop the same and has agreed to purchase, the same and has agreed to purchase and has agreed to purchase and has agreed to purchase.

consideration of Rs. 30.00.000)—

(No. 200.000)—

(No. 200.0000)—

(No. 200.0000)—

(No. 200.0000)—

(No. 200.0000)—

(No. 200

# NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The Developers/Promoters shall construct a building/s known as "DEEP" on the Said Property more particularly described in the "SCHEDULE" hereunder written in accordance with the plans, designs and specifications approved and sanctioned by the Said B.M.C. (hereinafter referred the "SAID to as CORPORATION") and which have seen and approved by the Purchaser/s with such variations and modifications as the Developers/Promoters may deem necessary, proper and as per the direction of the said Corporation and other authorities from time to time.

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Further, the Purchaser/s shall not raise any objection in respect of any changes, alterations to be made or incorporated in the said building before the Occupancy Certificate is granted. The Purchaser/s hereby agrees to such variations and modifications.

- 2. The Purchaser/s declares that he/she has satisfied himself/hersetf about the title of the Developers/Promoters to the said Property/Plot and declares that he/she shall not be entitled to raise any objection or requisition to the same or any matter relating to the title or otherwise whatsoever.
- 3. The Purchaser/s hereby agrees to purchase and acquire Flat/Shop No. 10 on the (pround) Floor in A... Wing the building known as "DEEP" admeasuring ... 2.3.5.. sq.ft. built up area and ... 10... sq.ft. open terrace, inclusive of the area of lofts, common premises, terrace, Passages, lifts and balconies, staircase, common passage and any other area used as amenity etc, in building being constructed on the Said Property, for a total consideration of Rs. 30,00,000 /-

(Rs. Thirty Lock on y Only).

The price of steel, cement and other building materials before the detion of the building, the Developers/Promoters shall be entered to receive escalation/increase in the price of flat. This amount of estation shall be paid by the Purchaser/s to the Developers/Promoters within seven days of the demand made by the Developers/Promoters.

4. Purchaser/s shall pay to the Developers/Promoters the said amount of consideration of Rs. 30,00,000 /- (Rupees Thirty Lakhs only
Only) at the time and in the manner as stated herein below:-

### PAYMENT SCHEDULE

(a) At the time of booking

Rs. \ /- 10 %

(b) on completion of plinth

Rs. \ /- 20%

(c) on completion of R.C.C.

Rs. \_\_\_\_\_/- 40%

( on completion of 1<sup>st</sup> to 8<sup>th</sup> Slab by 5% each)

n.S. Muse

N. 5.1

M.S. Muser

d) Completion of Brick work

e) Completion of plastering

f) Completion of tiling

g) on Possession

Rs. /- 10%

Rs. /- 10%

Rs. \_\_\_\_\_/- 5%

Rs. \_\_\_\_\_\_\_/- 5%



The above purchase price does not include the following charges:-

i. Stamp Duty, Registration and other charges payable to the concerned authorities.

ii. Water connection charges and electricity charges.

iii. Electric cable laying charges.

iv. Land and Development of building charges.

v. Legal charges for documentation.

vi. Water Resource Development charges.

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vii. Service charges of Electric connection/electric sub-station, water connection deposit and meter charges, development

authority concerned.

Any other taxes, including service taxes, cesses that shall belief or become leviable by BMC/MHADA or any government authorities and also such other charges, escalation imposed by BMC/MHADA or any other authorities.

ix. The Purchaser/s shall pay a sum of Rs.51,261/- (Rs. Fifty One thousand Two Hundred Sixty One only) as and by way of all the due and payable amount towards above expenses to the Developers/Promoters in lump-sum. The Purchaser/s shall pay Maintenance charges @ Rs.7/- Per Sq.ft for commercial Shops and @ Rs.3.5/- Per Sq.ft for residential flat in advance for 12 months at the time of possession. The above charges are approx and may change if any legal charges are applicable. The Purchaser shall bear all the expenses against Stamp-Duty Registration, or legal charges against his own flats.

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The Purchaser/s shall make the payment to the Developers/Promoters by Cheque, D.D./P.O or by Cash. However if payment is made by Cheque/ D.D. or P.O., it is to be issued in the name of "VISHAL ASSOCIATES"

If the car parking space under the stilt or open car parking is available, then on application that may be made by the Purchaser/s, the Developers/Promoters shall consider to sell the same on First Come First Serve Basis, for a price decided by the Developers/Promoters. The Developers/Promoters shall, at its own discretion, can sell/allot the same, to any Purchaser/s against the payment of consideration paid by the Purchaser/s to the

b) Any extra work, other than mentioned in Annexure annexed hereto, to be carried out in the Said Premises, any extra cost thereof; shall be borne and paid by the Purchaser/s.

Developers/Promoters.

The Purchaser's holeby agrees to confirm about the area of the Said Promises as mentioned hereinabove on or before execution of this deed, and be eafter shall not raise any objections with regard to the archiventioned herein in any manner whatsoever.

How ar parking Space/Stilt/Open Space/open terrace adjacent to the flat/Shop, whatever, shall be kept open to sky by the Purchaser/s, failing which, the Purchaser/s shall be liable for the consequences arising there from, and the Purchaser/s hereby indemnify and keep the Developers/Promoters indemnified of and against said liability and consequences thereof.

6. The notice referred the preceding clause will be served by the Developers/Promoters to the Purchaser/s by under Certificate of Posting at the address specified below and the notice so served shall be sufficient discharge to the Developers/Promoters. For this



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purpose the name and address of the Purchaser/s shall be set out

below: -

Mr./Mrs./Ms. MARASIMHASWAMI SIDDIRAM GURRAM.

Add: 36/791, ADARSH NAGAR, OPP.

CENTURI BAZAR, WORLI, MUMBAI-30.

N.S. Harry

If there is any change in the address of Purcha er/s, same shall be intimated immediately a without any delay to Developers/Promoters.

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7. On the Purchaser/s condititing default in payment of each of the Payment Schedule as annexed hereto installments specified in the on their respective due dates ng the essence of the contract) due and payable by the Purchaser/s to the Developers/Promoters under the Agreement (including his proportionate share of taxes levied or to be levied by the concerned authorities) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developers/Promoters shall be entitled to their own option to terminate this Agreement, without final notice and Deed of Cancellation, in which event the booking amount shall stand forfeited and the forfeiture of the booking amount is absolute discretion of the Developers/Promoters concerning to ratio of booking amount. The Developers/Promoters shall however, on such termination refund to the Purchaser/s, after deducting there from, the booking amount, administrative expenses, out of pocket expenses and service charges as may be determined by the Developers/Promoters, the balance amounts which may till then have been paid by the Purchaser/s to the Developers/Promoters after deduction of damages, expenses whatsoever, and that too after the Said Flat is sold to any third party by the Developers/Promoters, and on termination thereof Developers/Promoters shall be at liberty to dispose off/sell/deal with the Said Premises to such persons or person at such price as the Developers/Promoters may in their absolute discretion think



question such sale?

fit and the Purchaser/s shall not be entitled to question such sale; or to claim any amount whatsoever from the Developers/Promoters save and except the amount to be refunded, if any.

- 8. Without prejudice to his other rights under these presents and/or in law, the Purchaser/s shall be liable to pay to the Developers/Promoters interest @21 % p.a. on all the amount due and payable by the Purchaser/s to the Developers/Promoters if such amount remains unpaid of Seven trans or more after becoming due, if any one of hiofe than one of more installments are not paid by the Purchaser/s from the as their clause 4 hereinabove, the Developers/Promoter will be at liberty to sell and dispose off the Said Promises to any persons or person under clause No.8 of this Agreement.
- 9. The Developers/Promoters will endeavor to handover possession of the Said Premises on or before ........../2006-2007 as per MHADA, BMC Rules. If for any reasons beyond the control of the Developers/Promoters including non-availability of labour, building materials or controlled materials or occurrence of flood, riots, war or other inevitable accidents, calamities or materials that may be put by the authorities concerned or on account of any notice, order, rule, notification of the Government and/or any other public body and/or competent authority, Developers/Promoters is unable to give possession of the Said Premises by the said date, then in that case and in the absence of any other date agreed upon by and between the parties hereto, the said date shall be deemed to have been automatically extended by the period during which the delay has taken place. A notice shall be given by the Developers/Promoters to the Purchaser/s to take possession as the specified, shall be delivered by the Developers/Promoters to the Purchaser/s provided that all the amounts under this Agreement and otherwise at law are paid by the Purchaser/s to the Developers/Promoters.

W. S. Husser

N.c. Hron

10. Possession of the Said Premises shall be delivered to the 20 \$ \$

Purchaser/s only after the building is ready for the use and occupation s per the rules and regulation of BMC/MHADA and

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provided all the amounts due and payable by the Purchaser/s under this Agreement are paid to the Developers/Promoters in

full.

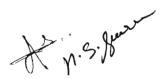
11. The Developers/Promoters shall, in espect of any amount unpaid by the Purchaser/s under the terms and condition of the Agreement have first lien and charge on the Said Premises agreed to be acquired by the Purchaser

- 12. Upon delivery of possession, the Tarchaser/s shall be entitled to the use and occupation of the Said Provides without hindrance but without any further claim at any time as to the workmanship or quality of materials used in the Said Premises. The Developers/Promoters shall handover to the Purchaser/s the Said Premises that has been purchased by the Purchaser/s after the Developers/Promoters obtained the completion or occupancy certificate or NOC from the Corporation in respect of the Said Building.
- 13. Upon execution of this agreement, the Purchaser/s agrees to pay to the Developers/Promoters a sum of advance deposit @ Rs.3.50 for Residential and Rs. 200 for Commercial per sq.feet towards Twelve months' maintenance of the building under construction and also deposit amount.
- 14. Commencing a week after the notice in writing is given by the Developers/Promoters to the Purchaser/s in respect of the Said Premises is ready for use and occupation, the Purchaser/s shall pay on or before the 5<sup>th</sup> day of every month to the Developers/Promoters until the said Property together with the building constructed thereon is transferred to the proposed Society / Association as provided herein, a provisional monthly contribution at the rate of Rs. 3.50 for residential and Rs. 7.00 for Commercial per sq.ft. for Flat towards the proportionate share that

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may be ascertained by the Developers/Promoters, of (a) insurance premium for insuring the said building against fire, riot and civil commotion etc. (b) the Municipal rates, charges and taxeCOLOUR COPY including collector's charges and all other outgoing that may from time to time be levied on or incurred in respect of the said Property (c) the charges for the maintenance and Management of the said building including wages and salaries of watchmen, sweeper bill collector and accountant (d) electricity charges of common lights, meter, pump etc. The said and first and the ad-hoc basis and the Purchaser/s stall be rable proportionate taxes and outgoin Deed/Conveyance Deed being executed the aftersaid de shall be transferred by the Builder to the proposed Associ Society as the case may be. However, shall be entitled to deduct there from themselves, all cost and expenses mentioned hereinabove and any amount that may be due and payable by the Purchaser/s to the Developers/Promoters. The Purchaser/s undertakes to pay such proportionate share of outgoings regularly on or before 5<sup>th</sup> day of each and every month in advance.

- 15. After the said Society/ Limited company/ Association as the case may be is formed/registered incorporated, the Purchaser/s shall pay his/their share of the aforesaid outgoings directly to the Society/ limited company / Association.
- 16. The Purchaser/s shall not use the Said Premises for any purpose other than the purpose for which it is allowed by the said Corporation, Developers/Promoters and other authorities.
- 17. The amenities to be provided by the Developers/Promoters in the Said Premises, those are set out in the **Annexture-"A"** annexed hereto and the Purchaser/s has satisfied himself/herself about the same.
- 18. The Developers/Promoters shall be entitled to a charge on the Said Premises agreed to be purchased by the Purchaser/s for any



amount due and payable by the Purchaser/s under this Agreement till all amounts due and payable under this Agreement is paid by the Purchaser/s and the Purchaser/s shall have no claim in respect of the Said Premises against the Developers/Promoters till then.

19. The Developers/Promoters hereby covenant with the Purchaser/s that subject to the Purchaser/s' strictly paying all the dues under this Agreement and observing and performing the terms and conditions on the part of the Purchaser/s to be observed and performed, the Purchaser/s shall from the date of possession peacefully hold and enjoy the Said bremses without any interruption by, the Developers/Promoters of any person lawfully claiming through under or in trust for the n.

- 20. Any delay indulgence or negligate on the part of the Developers/Promoters in enforcing the terms and conditions of this Agreement or for bearance or grant of the to the archaser/s shall not be considered as a waiver on the part of the Developers/Promoters of the breach of any of the terms and conditions of the Agreement nor shall such waiver in any way prejudice to the right of the Developers/Promoters against the Purchaser/s.
- 21. If any additional Floor Space Index for construction by way of extra FSI, balance FSI, global FSI, is hereafter or after completion of the said building is made available by the said Corporation, the Developers/Promoters alone shall be entitled to the same and neither the Purchaser/s nor the Co-operative Society shall be entitled to the same and the Developers/Promoters shall be at liberty to utilize the same in such manner as the Developers/Promoters in their absolute discretion may deem fit and proper.
- 22. The Developers/Promoters shall be entitled to construct, raise additional storeys or additional construction on the said building at any time as may be permitted by the said Corporation without any objection by the Purchaser/s and such additional storeys or

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construction shall be the sole and exclusive property of the? Developers/Promoters who shall be entitled to deal with or dispose off the same in the manner as they think fit but without affecting the Purchaser/s right in respect of the Said Premises. The Developers/Promoters shall also be entitled to use the terraces of the top floors and the entire parapet walls if the Developers/Promoters deem fit and all income and profit derived there from shall be the absolute property Developers/Promoters and the Lease or the assignment in favour of the Co-operative Society shall contain the necessary covenants in favour of the Developers/Promoters in the behalf COLOUR COPY

- 23. The Purchaser/s shall not be entitled to any rebate, and or reduction in the sale price if the Said Piemises on account of the construction of the additional store/s or construction on the said building as mentioned in clause 22 have and/or the compes alteration and additions made in Building.
- 24. The Purchaser/s shall maintain at his own costs the Said Premises agreed to be purchased by them in the same good condition, state and order in which it is delivered to them until the Said Building is handed over to Co-operative Society and shall abide by all the bye-laws, rules and regulations of the Said Corporation, Maharashtra State Electricity Board or any other concerned authorities and local bodies and shall attend answer and be solely responsible for all actions or for violations of any of the said conditions or rules or Bye-laws,
- 25. The Purchaser/s hereby covenants with the Developers/Promoters to pay to the Developers/Promoters the amounts payable by the Purchaser/s under this Agreement and to observe and perform the terms and conditions contained in this Agreement and the deed of Lease or Assignment in favour of the Co-operative Society in respect of the Said leasehold Plot hereditaments and premises described in the **First and the Second Schedules** hereunder written and the building standing thereon and to keep the

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Developers/Promoters indemnified against the said payments and observance and performance of the said covenants and conditions

26. The Purchaser/s along with other Purchaser/s of units in the said building shall join in forming and registering the association of apartment owners/Co-operative Housing Society as the case may be and for this purpose also from time to time sign and execute the application for registration and/or membership necessary for the formation and registration of the Association/society as the case may be, so as to enable the Developers Prometers to register the organization of units Purchaser/s pider the Said Act and rules made there under.

27. On completion of the Said but ling and on receipt Developers/Promoters of the full pay of on a and payable to them by all the Purchaser/s of the Flats/Shops in the Said Building, the Developers/Promoters shall Co-Operate with the said Purchaser/s in forming registering or incorporating a Society Co-operative subject to the rights Developers/Promoters under this Agreement and the control and management of the said Building shall be given to such Co-operative Society and after receiving the full payments and amounts due and payable by the ownership Purchaser/s of flats/terraces/car parking spaces the Developers/Promoters shall cause to execute the necessary lease deed or deeds of the Said leasehold Plot more particularly described in the First and Second Schedule hereunder written by the said Corporation in favour of the said Co-operative Society. The Purchaser/s agree to sign and execute all papers and documents necessary for the formation and registration of the Co-operative Society in respect of the said building being constructed on the said land more particularly described in the First and Second Schedule hereunder written and duly fill up and sign and return the same within seven days of the same being forwarded by the Developers/Promoters to the Purchaser/s. The Purchaser/s shall be bound from time to time and at all times the

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Developers/Promoters may require him/her/ them to do for time to time for safeguarding the interest of the Developers/Promoters and of other Purchaser/s of flats /terraces/car parking spaces in the Said Building. Failure to comply with the provisions of this clause will render this Agreement ipso-facto terminated and the earnest money booking amount paid by the Purchaser/s to the Developers/Promoters shall stand forfeited.

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- 28. After the Said building is completely ready and fit for occupation and after the Co-operative Society is formed and registered and after the Developers/Promoters have received all the dues and deposit payable to them under the terms and conditions of the respective Agreement with various Flats/Shops/Terraces/Car Parking spaces Purchaser/s menuding the Purchaser/s abovenamed, the Developers/Promoters shall than over the control and management of the Said Building to the said Co-operative Society.
- 29. In the event of Co-operative Sovety being formed an registered before the sale or disposal by the weather romoters of all flats/shops/terraces/car parking spaces in the said Building, the power and authorities of the Co-operative Society so formed or so registered shall be subject to over all control of the Developers/Promoters in respect of any of the matters concerning the Said unsold Premises and all amenities pertaining to the same and in particular the Developers/Promoters shall have absolute authority and control as regards the disposal of the unsold flats/shops/terraces/car parking spaces at any stage and to receive and appropriate the sale prices in respect thereof and all the Purchaser/s of such unsold flats/shops/terraces/ car parking spaces shall be admitted as members of the Co-operative Society with the same rights and same benefits and subject to the same obligation as the Purchaser/s and the other members of the Co-operative Society may be entitled to and subject to and without any reservation and conditions whatsoever and the Purchaser/s shall consent to admit such Purchaser/s of unsold



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without raising any objections whatsoever and without charging any transfer fee and/or donation and/or maintenance charges from such Purchaser/s of unsold premises. However, the maintenance charges and taxes whatever, in respect of unsold units, shall be borne and paid by the Developers/Promoters and the Purchaser/s shall not be liable to pay the maintenance charges and taxes of the unsold units which shall be under the control and management of the Developers/Promoters alone.

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- 30. **PROVIDED** that the Developers/Promoters do not in any way affect or prejudices the rights hereby granted in favour of the Purchaser/s in respect of the Sand Premises agreed to be sold to the Purchaser/s.
- Building is not separately as seed by the said Contoration or any Municipality or body or authority of property taxes, if any, the Purchaser/s shall pay the proportionate share of the said taxes as determined by the Developers/Promoters on the basis of the area of each flat/shop/terrace/car parking space sold. The Developers/Promoters shall not be liable to contribute towards the Municipal, and other taxes, water charges and the maintenance charges of the unsold flats/shops/terraces/car parking spaces. The Developers/Promoters shall be entitled to refund if any of the Municipal and other taxes etc. on account of the unsold flats/shops/terraces/car parking spaces if paid.
- 32. The Purchaser/s shall after the Purchaser/s is put in possession of the Said Premises in terms of this Agreement permit the Developers/Promoters and their servants or agents with or without workmen and others at all reasonable times after previous reasonable notice in that behalf to enter upon his/her/their flats/shops/terraces/car parking spaces or any other part thereof to view and examine the state and conditions thereof.

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33. The Purchaser/s shall permit the Developers/Promoters and their servants or agents with or without workmen and others at all reasonable enter into upon the flats/shops/terraces/car parking spaces or any part thereof for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drain pipes, cables, water covers, gutters, wires, structure and all other convenience belonging or serving or used for the said building and also for the purpose of laying down maintaining, repairing and testing drainage and water-prosimilar purposes until the said building is taken over by the said Co-operative society.

34. The Purchaser/s will not at any time make additions atterations, modifications or demolish or cause to be demolished in any manner any part of the said flat/shop/terrace/sult agreed to be taken by him/her/them nor will he/she/they at any time make or cause to be made any additions or alterations of whatsoever nature therein or any part thereof without the previous consent in writing of the Developers/Promoters till the said Co-operative Society is formed and control and management of the said Building is handed over by the Developers/Promoters to the said

Co-operative Society and thereafter of the Co-operative Society.

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- 35. After possession of the Said Premises is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said Building are required to be carried out by the said Corporation, Government, Municipality or any other authority or authorities the same shall be carried out by the Purchaser/s in co-operation with the Purchaser/s of the other flats/shops/terraces/ and garages in the Said building at their own cost and the Developers/Promoters shall not be held in any manner liable for the same.
- 36. If at any time any development and/or betterment charges or other levy or tax are or is charged, levied or sought to be recovered by

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the said Corporation or any Municipality/Government and or any other public body or authority, in respect of the said Plot and/ or the building, the same shall be the responsibility of all flats/shops/terrace/car parking spaces Purchaser/s of the said buildings and the same shall be borne and paid by all the flats/shops Purchaser/s in proportions to the respective floor area of their respective units.

- 37. The Developers/Promoters to have the Said and Property transferred association/society in respect of the Said Property and the Said Property and the building exected the within the prescribed time from the date on which the Developers/Promoters has sold fold and handed and received payment for all the renniens and over premises possession of the to the members/Purchaser/s whichever is later **PROVIDED THAT** the Developers/Promoters has been paid and has received full consideration amount payable by all the Premises holders or Purchaser/s.
- 38. All costs, charges and expenses including Advocate's, and Solicitor's fee for formation, registration of the said association/ society including the share money and application fee, as the case may be shall be borne and paid by the member of the association/ society as the case may be and also all costs, charges and expenses including Advocate's fee preparing and engrossing this Agreement and the Lease Deed in respect of this Property shall be borne and paid by the members of the Society and transfer charges as may be claimed by the Corporation in' respect of the Said Premises/property shall be borne and paid by the members/ Purchaser/s only.
- 39. After the association/society as the case may be is formed, the Purchaser/s shall pay his contribution/outgoings directly to the said association/society.

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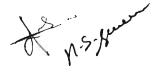
- 40. The Purchaser/s himself/herself with the intention to bring all persons into whomsoever hands the Said Premises, may come fin accordance with terms of these presents) doth hereby covenant with the Developers/Promoters as follows:
- a) To maintain the Said Premises at Purchaser/s's own cost in good tenantable repair and condition from the date of possession of the Said Premises is taken and shall not do or suffered to be done anything in or to the building in which the said, premises is situated.
- b) To carry out at his/her own cost all internal repairs to the Said Premises and maintain the Said Premises in the same conditions state and order in which it was delivered by the Developers/Promoters to the Purchaser/s;
- c) Not to demolish or cause to be de nollisted the self Premises or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the self-cause diside colour scheme of the building and shall keep the walls drains pipes in the Said Premises and appurtenances thereto in good and tenantable repair and condition and in particular, so as to support, shelter and protect the other parts of the building.
- d) The Purchaser/s shall not let, sub-let, transfer, assign or part with the Said Premises or interest or benefit under this Agreement or part with the possession of the Said Premises until all dues payable by the Purchaser/s to the Developers/Promoters under this agreement are fully paid up.
- e) The Transferor shall pay the necessary transfer charges to the Developers/Promoters/Society under this agreement are fully paid up. The Transferor shall pay the necessary transfer charges to the Developers/Promoters/Society in this behalf.
- f) The Purchaser/s shall abide by bye-laws, rules and regulations of the Society, Corporation, the Government of Maharashtra and any other authorities concerned and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in the Agreement.

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g) The Purchaser/s hereby under takes to pay to the Developers/Promoters, all the charges expenses and costs as mentioned clause No. 4,14,29 and 33 and bear and pay the costs and charges as mentioned clause No. 38 and 40 hereinabove in this Agreement within the time specified herein.

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- 41.IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any shall belong exclusively to the respective Purchaser/s of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat Purchaser/s. The said terrace shall not be enclosed by the Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developers/Promoters or the Society as the case may be.
- 42. The terrace of the building, the parage wall shall always the property of the Developer the Developers/Promoters shall also be entitled advertisement on the walls or the water tanks standing on the terrace and the Developers/Promoters shall exclusively be entitled to the income that may be derived by display of the said advertisements. The Purchaser/s hereby undertakes that the Purchaser/s shall not raise any objection for the same.
- 43. The Purchaser/s shall have no claim save and except in respect of the particular Premises hereby agreed to be acquired i.e. all open space, terrace will remain the property of the Developers/Promoters until all the premises/units in the Said Building are sold by the Developers/Promoters.
- 44. All costs, charges including the stamp duty and registration charges payable in respect of this agreement shall be borne and paid by the Purchaser/s and also the proportionate share of transfer charges payable to the BMC/MHADA and the proportionate share of stamp duty and registration of lease deed in favour of Co-op. Hsg. Society, to be executed by the



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Corporation, shall be borne and paid by the Purchaser/s and the Developers/Promoters shall in no way either liable or responsible of the same.

- 45. The Developers/Promoters will lodge this Agreement for registration and the Developers/Promoters will attend the Office of the Sub-Registrar of Assurances at Mumbai and admit colour copy execution thereof after the Purchaser/s informs the Developers/Promoters, the number under which it is lodged.
- 46. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership of Flats Act, 1963 and the Maharashtra Ownership of Flats, Rubes 2004 as amended upto date or any other provisions to law applicable thereto.

### FIRST SCHEDULE OF PROPER

All that piece or parcel of land admeasuring about 951.52 sq., meters lying and situated at DEEPANKAR CO-OP. HS SCOLLY LTD. at F.P.No.599 of T.P.S. IV, Mahim, Div. Elphiston, Mumbai within the jurisdiction of Sub-Registrar, Mumbai and Taluka Parel and District Mumbai and bounded as under:-

Towards the East by :- Property of Bai Zulekabai

Towards the South by:- Municipal Drainage

Towards the North by:- Edenwala Chawl No.75A & 75B

Towards the West by:- Property of Hiralal Ranchhoddas Munim

#### THE SECOND SCHEDULE OF THE PROPERTY

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IN WITNESS WHEREOF the parties hereto have hereunto set and

subscribed their respective hands and signatu	res to this writing the	day
and year first hereinabove appearing.		बबई - २
SIGNED SEALED AND DELIVERED	)	3582/28
By the withinnamed THE DEVELOPERS	)	२०११
VISHAL ASSOCIATES	)	
through its Partners		
1.MR. ASHWINBHAI S. PATEL,		Yes.
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In the presence of		in A
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2. Wathweis COLOU	IR COPY	
SIGNED SEALED AND DELIVERED		135
By the withinnamed THE PURCHASERS	)	
Mr./Mrs./Ms. Navelsimhaswami Gurra	m) N.S. Jues	a
In the presence of	)	1 5
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# RECEIPT

RECEIVED	of and from within	named Pure	chaser/s, the	e sum	
of Rs. 1,00,0	000 */- (Rs.	One	Lough		
only)	being earnest mon-	ey/Booking	g amount of	f Sale	
Price towards the	Sale of Flat/Shop N	lo. <u>10</u>	, on (proving	floor,	
"B"-Wing, in build	ding known as "DEE	$\mathbf{P}$ , on or be	fore executi	ion of	
	by him/her/them to n			COLUUR	COPY
Witnesses:-		I/We s	sav received		

Rs. 1,00,000/-

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VISHAL ASSOCIATES, through its Partners



cheque 20.73 1530 Bonck - Andhra Bouk Dated - 28/4/2011 Branch - Prabhadevi.

# Annexture "A"

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## **List of Amenities**

Elegance:

Attractive elevation for the building.

Decorative Compound wall with lighting above (Gate Only) & attractive Entrance gate.

Decorative entrance lobby using Marbles/ Granite/ False ceiling and Marble steps up to first floor.

Structure:

R.C.C. Frame structure designed for Earthquake 6" thick external walls. Half brick thick internal Double coat sand faced plaster on external walls P.O.P. finished internal plaster.

**Painting:** 

Combination of Acrylic paint and Cement pain Acrylic Distemper on internal face.

Flooring / Dado:

Marble / Granimite flooring in entire flat per Sq. Ft.
Reputed brand Glazed tile dado up to door height in toilets.
Granite kitchen platform with stainless steel sink.
Tandoor flooring in Staircase.

Plumbing & Sanitation:

Concealed G I Plumbing using 'C' class pipes with hot / cold water system (Jaguar or Equivalent)

Colour sanitary ware of reputed brand matching the colour of tiles.

Decorative C.P. fitting in toilet & Kitchen.

PVC down takes for soil / wastewater & rainware.

#### **Doors & Sanitation:**

Main door teak wood door frame with good quality Stainless Steel brass fitting.

Oil painted flush shutter for Bed room (Sal Wood door frame). Toilets (Marble door frame) aluminum door with backelite sheet Marble Frame for kitchen. Heavy gauge powder coated aluminum windows with tinted glass & Marble sills.

#### Electrification:

Concealed electrical wiring using copper wires in PVC conduits good quality Anchor / equivalent other brand.

Cable point and telephone point (Hall).

FOR VISHAL ASSOCIATES

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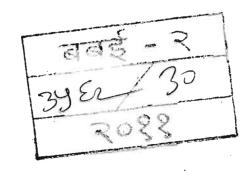
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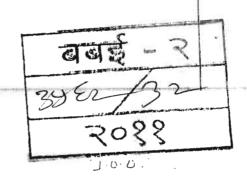
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Intimution of Disapproval under Section 346 of the Bombay Municipal Corporation Act, as amended up to date.

ELBPR/2776/09/AR of No. E. B./C...

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HEMORANDUM

Municipal Clice.

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The Secretary,
Ine Despanker Co. Dp. Hag. Society Ltd., A tonvala Chewl. J.D. Mark. . Embay-400 025.

With reference to your Notice, letter No... 1564

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and details of your buildier, at P.P. Ko. 599 of TPS

of the building or work proposed to be erected or executed and Section 346 of the Bombay Municipal Corporate the thomas Municipal Corporate the thomas of the thomas Municipal Corporate the thomas of the thomas of the thomas the thomas the thomas of the t 🖟 cannict approva disapproval

Plane at page :

I.O.D. Deposit r Rm. 19,960/-- V

Daposit for Dobris Removel : Rs.:0,000/-

Balance Scrutiny dee : Rs. 1500/-

The Deepenber Co.Op. Hog. Soc. Ltd., . Adonvala Chara, J.E. Marg, Bombay-400 025.

Tome of the Architect; Shell C.R. Mall.
Architect,
Shop Mo.5, Dunhill Apartments,
26, Wardda Road, Bundra (4),
Bombay-100 050.

- A) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH DEFORE COMMERCENSET OF THE WORK UPTO PLINTH LEVEL.
- 1) 1.at the Commonwent Cortificate under Section 44/69(1)(a) of the N.R.T.P. Act will not be obtained before starting the proposed work.
  - 2) That the companied wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom and side drain without obstructing the flow of rain water from the adjoining building to prove possession of holding before starting the work as per D.C. Ragulation No. 38(27).
- 3) That the low lying plot will not be filled up to a reduced level of sticket 92 T.H.D. or 65 above adjoining road level whichever is higher with murum, carta boulders oto., and will not be levelled, relied onnanlidated and ploped towards road side, before starting the work.
  - That the Suructoral Engineer will not be appointed. Supervision Medo on per Appendix XI (Begulation 5(3)(ix) will not be sebmitted by him. Supervision Mouo

.....

..2.

Water Gropping

#### No. DEBTR/2776/05/AK at

( ) That proper gutters and Hown pipes are not inter the leaves of the roof on the public states.

( ) That the Grainage work generally is not intended to be created to the created to the content of requirements.

Your attention is drawn to the Special instructions and Notes accompanying this indication of Disapproval.

Exercisive Engineer Solution Up 2. Burdi.

#### SPECIAL INSTRUCTIONS.

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

- (2) Under Section 68 of the Bombay Municipal Corporation missioner for Greater Hombay has empowered the City Engineer powers, auties and functions conferred and imposed upon a large of the said Act.
  - (3) Under Dyelaw, No. 8 of the Commissioner has the of the inflowing

" livery person who shall erect as new domestic building part of the plinth shall be --

of which the drain from such building that be constrained of his such street."

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

" (c) Not less than 92 ft. (

A matrix obove Wales of W. Dacami

- (4) Your attention is invited to the provisions of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or compation of a building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under so the occupation whichever first occurs. Thus compliance with this provision is punishable under so the occurs of the Act into of the Act in a thocartiest possible date in the current year in which the complaint on the liable to be revised to be a liable to the first of the Act. the explicit possible date in the current year in which the complation on the cold Collector's Department.
- compation certificate with a view to length the Manielpal Commissions for County Bombs (1.4, 1.4) and promises and to grant a permission before occupation and to large sensity for more compilers and to Section 471 if necessary.
- (6) Proposed date of commentament of work should be communicated at per requirements of Newton 347 (1) (an) of the Rombey Municipal Corporation Act.
  - (D) Ore more copy of the block plan about he submitted for the Coll, was, bomb by Sub irbs District.
- (3) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Bombay Suburban District before the work is started. The Non-agricultural assessment shall be present the the the that may be fixed by the Collector, under the Land Revenue Code and Rules theremaker.

Attention is orawn to the notes Accompanying this Intimation of Cisapproval

- A) 5) That the orruptural decign and calculations for the propouse forth accounting for salemic analysis as per relevant 1.8. Cade and for existing building showing adopting the post to take an additional load will not be submitted become ...
  - 8). That the treateary regressions all while not be correct our an our "Municipal Specifications, and divisors legate will out be milled tod before C.C.
    - That the agreement with the extetion tenent along with the
  - 6) That the Indeanity Bond indeandivin: the desposations for descriptions, and to the description and an under this regarding no nuisance will not be acceptable.

3582 /3V 3-2088

No. BEHPE/2775/05/AR of 21/12

- ZB 3-----

## O.O. SECTION OF THE COMPLETE OF THE COLOR OF THE COLOR

- 1) That the coldition mentioned in the clearance under No. U/ULU/D/111/22/3959 dated 7.3.89 obtained from competent Authors (William Complied with.
- 2) That the coparates vertical Irain pips, soil pips with a "properties willy trap vater sain. O.H. Tunk, etc. For Maternity Hor Viersias Home, Chor will not be provided and that the draining system or the residential part of the building will not be arteated.
- ") The some of dealer will not be laid internally with
- G) Rhavithe Gust bin vill not be provided as per circular to Mo COR/9297/II of 25 6. 1978.
- 5) Thit the course diminate arrangement to use be made in communication with B.T. (1.V.D.) or as perfus remarks had a communication country will not be obtained and sublitude before applying for occupation countries.
- () That 10° 30° wide parod pathway upto a lale asc with mot be
- 7) That the surrounding on a configuration and spaces and cornect will not be kept epon and unbuilt upon and the mode of loveling to another training to country the building or submitting the B.C... Monuver is carlier.
- By That final H.O.C. from B.B. R. M.B. Board based on last COL approved plan for occupation shall not be subsitted.
- 9) That the rame plate/board showing plot Ko., House No., Kame of build resto. will, not be displayed at a prominent place before 0.0./0.0.
- 10) That namerings entrance oball not be provided before starting the work.
- 11) That B.O.O. will not be obtained and I.O.D. and debuis deposit sto. will not be oldined for redund within a period of 6 years from the date of its payment.
- 12) That the registered undertaking in prescribed proforms agreeing to demolish the excess area if constructed beyond penalupible F.S.I. shall not be submitted before asking for C.C.
- 13; That the N.O.C. from Inspector of Lift whall not be submitted.

## D) CONDITIONS TO BE COMPLIED WITH BREORD P.C.O.

1) That certificate under Besties 270k of B.M.C. Act will not be obtained from H.R. a department regarding adequate of water supply.

Land State of the same

X

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TW

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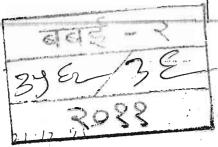
## To AM SE STE / REBUILDE

- A) 9) That the existing structure proposed to be desclibed and not be desclibed or necessary Phase Programme with agreement will not be submitted and set approved before to
  - to) That the qualified/Equiviered Site Supervisor through Annhitoct/Structural Engineer will not be appointed.
  - 11) That extra water and devorage charges will not be paid to A.B.V.U. G/6 Ward.
  - 12) That the premium/deposite as follows will not be paid w-
    - (1) Condonation of deficient open page 100/-
  - Four lakh fifty two thousands human control.
  - Eighteen thousand five how by fifty
    - Viv) Luquative Frenism as por 12 2.2. M
      - Act, 1992 Nr. 1, 37, 800/-.
  - (8)4) Estaday Enalesure Food : Rs. 30,000/~
  - vit) Bottament charges as per E.E.T.S. Mahim.
  - 13) That the betterment charges & Ray other charges will not be paid as per the requirement of A.B. 1. P. and his clearance will not be obtained and embricated bufore C.C.
  - 14) That the owners shall not submit registered undertaking stating that they shall allot the tenoments to the existing troumts in newly constructed building on ownership basis in Co.Op. Housing Society to be formed of them and allothent of tenoments etc. shall be completed in consultation with B.B. R & R. Roard Authority and their electrons obtained before demanding occupation permission.
  - 15) That registered undertaking for compliance of terms and conditions of the B.B. L.& R. Spard's revised final K.D.C. on Rs.20/- stamp pager west! not be submitted.
  - 16) That the acrount toilet shall not be included in the individual agreement for sale and openion copy of the came shall not be culmitted to this office before deamering O.G.
  - 17) That the plot boundaries shall not be not demonstrate at all to from C.L.H. Doptt. and contificate to that erises shall not be submitted before C.C.

1

--- 20 --

No. EEBPR/2776/GS/AR of



#### L Beron

Outpensation/Claims arising out of Workmen's Compensation

Let 1923 vill not be taken out before starting the work and

also will be reneved during the construction.

50/\_-

Executive Bugineer Building Proposals (EFR).

K/24.11.

No. EEBPR/2776/GS/AR of

C.C. to Architect.

- 2).W.O. G/S Ward.
- 3) A.B. 11. W. G/S Ward.
- 4) S.E. (Survey).
- 5) Dy.C.E. (Vig.).
- 6) Colef Ollicer/Vice Chairman, B.B. R & R. Board.
- 7) E.E.T.P.
- 8) Additional Collector, U.L.C. & R.
- 9) A.A. & C. G/S Ward.

Executive Engineer Building Proposalo (R&R).





Annexture "E" Ward Municipal Offices, and Floor, 10-51. Habitation reflection and Robins and Robins

MAHARASHTRA REGIONAL AND TOWN PLANNING ACK 1966. S

NO. EEBPC / 2776 / GS / AZ 61 7-333957 20

COMMENCEMENT CERTIFICATE 2088

The Startary	COLOUR CO
The Deepankar Co-op. Hisg. Soc. Ltd	
Aclermonia Chawl J. B Marg	S COPY
Mumbai 400025	
Sit. CN3	re ns)
With reference to your application No.  20/1/2000 for Development Permission at stantal Commercials	dated :
out development for Colevelopment for Divor 75 C 1 75 D 17 B Media	966, to carry <u>0:517</u> ,
and building permission under section 346 of the Bombay Municipal Corporation Ect.	11 11 Division
Village:/Town Planning Scheme No. TPS LV Situated at TSC 4 15 D J. i. Many Ward (\$1.5 the Co-Certificate/ Building permit is granted on the following conditions:	mmencement .
Certificates Bending permit is granied on the following conditions.	

- 1) The land racated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3) The Commencement Confficate/Development parmission shall remain valid for one year commencing from the date of its issue.
- 4) This permission coes not entitle you to develop land which does not vest in you
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application for tresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966
- 6) This certificate is liable to be revoked by the Municipal commissioner for Greater Mumbai, if :-
- a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanction plans.
- b) Any of the conditions subject to which the same is good to do not complied with.

A .-

7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, Records \$ assignees, administrators and successor and every person deriving title through

8) The Municipal Commissioner has appointed Shri. Soclvelous Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This Commencement Certificate is valid upto \_\_\_\_\_ 9, This c.c. is issued upto plinth for phase I

The Municipal®

stant Enginger Building Proposals (City)/(R&R)

FOR MUNICIPAL COMMISSIONER FOR GREATER MUMBAL

COPY TO: - Architect

100 (00 ) 11 113/2000

CB/27/6/GS/AR 24/6/2005

This c.c is Endorsed up to Plints for wing Bec' & wing plints c.c. for Dated 151612005

EB12776/GMAP 3/8/20105 The furmer coccit grown up to lit Bline of

's 'A' and wood of the strong of cities 11 %

Manch Action

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CERTIFIED TRUE COPY

## Annexture "F"

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COLOUR

## Suresh S. Muluk

D. A.(HON.)LL.B.

ADVOCATE, HIGH COURT

Off:- B-7, Ashoka Commercial Complex, 1st Floor, Above Vaishall Hotel. Sec.-18, Turbhe, Navi Mumbai-400 703. Tel.No. 27 62 17 26

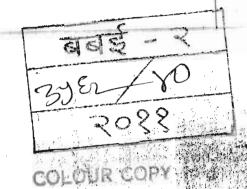
Ref.No. Vishal/Title Cert./1/2006: Dt. 7th June, 2006

# TITLE CERTIFICATE TO WHOMSOEVER IT MAY CONC

This is to certify that a plot of land admension bout 951.52 sq.mtrs. area lying and situated at F.P.No.599 of T.P.S. V. Mah. V. Elphiston, Mumbai- 400 025, for Residential and Commercial passes standing in the name of DEEPANKAR CHS LL and as under the following documents bears good, clear makes able title in view of following documents, title deeds produced and place defort makes.

- Registration which is registered under No.BOM/254/1985 dt.7.12.2004 by and between Smt. Laxmibai G. Pawar & Mr. Anandrao G. Pawar of One Part and Deepankar CHS Ltd. of the Cther Part therein.
- (ii) The Property Card issued by the Superintendent of Mumbai City Survey and Land Records dated 18.5.2006 in the name of Deepankar Co-op. Hsg. Soc. Ltd., in respect of property referred therein is 951.52 sq.mtrs as per extract of C.S. Register.
- (iii) The Assessment Bills and extract issued by Assessment Dept. of B.M.C. of G South Ward under No.G-2492 (3) Street No.75-C and G-2493 Street No.75-D.
- (iv) Index No.II dated 25.1.1985 and registered on 7.12.2004 which is issued on 9.12.2004 by the Sub-Registrar of Assurances of Mumbai.
- (v) Cadestral Survey Sheet No.493-Second-EDI-1930-O/c, 493-Fourth-EDI-1957-O/c showing final Plot No. 599 of T.P.S.IV, Mah m. With the boundaries of final plot issued on 9.6.1992
- (vi) I.C.D. dt. 21.12.1995 and Plan approved dt.25.10.1995 by the Mumbai Municipal Corpn. in favour of the Owners under No.FEBPR/2776-GS/AR.

18



- (vii) The copy of acceptance of approved plan by MHADA and Mumbai B.R.& R. Board on 24.7.1992 alongwith the conditions of redevelopment dated 20.4.1993.
- (viii) Letter of Intent issued by MHADA in the name dt.19.11.1994'.
- (ix) Amended Plan approved and modified on \$2,000 Commencement Certificate dt.7.3.2000 bearing No. HE PR/277 GS/AR and Orders/endorsement dt.24.6.2005 g. h. jug. C.C. addt.30.8.2005 granting further C.C.
- (x) Agreement of Development executed by and between Decrat king Co-op. Hag. Soc. Ltd. of the One Part and Vishal Associated Developer therein of the Other Part dt. 30.12.2004 and registered on 23.2.2005 with the Sub-Registrar of Assurances, Mumbai under Regn. No.BBE-2-01698 alongwith Irrevocable General Power of Attorney of even date by and between the same parties under Regn.No.BBE-2-01698.
- (xi) No Objection Certificate issued by MHADA vide letters No.R-NOC-F-550/4102 dt.19.11.1994 and NOC dt.12.5.2005 vide letters No.R-NOC-F-550/2145/MMRRB/2005.
- (xii) All the record and title deeds in respect of the property under development have been seen and looked into as well as all the concerned record by me which is well produced by the office bearer of the society.

In pursuance of the Said Agreement and Permission granted hereinabove to VISHAL ASSOCIATES, the Developers and as such VISHAL ASSOCIATES the Developers is fully entitle to develop the Said Plot of Land and to construct multi-storeyed building/buildings thereon for Residential-Cum-Commercial purpose in accordance with the Said Agreement.

I have gone through all the documents in originals in respect of the Said Plot of land and its development and in my opinion the Said First of land bears good and clear marketable title and also free from all the encumbrances of any nature whatsoever.

. Navi Mumbai

D!. 7.6.2006

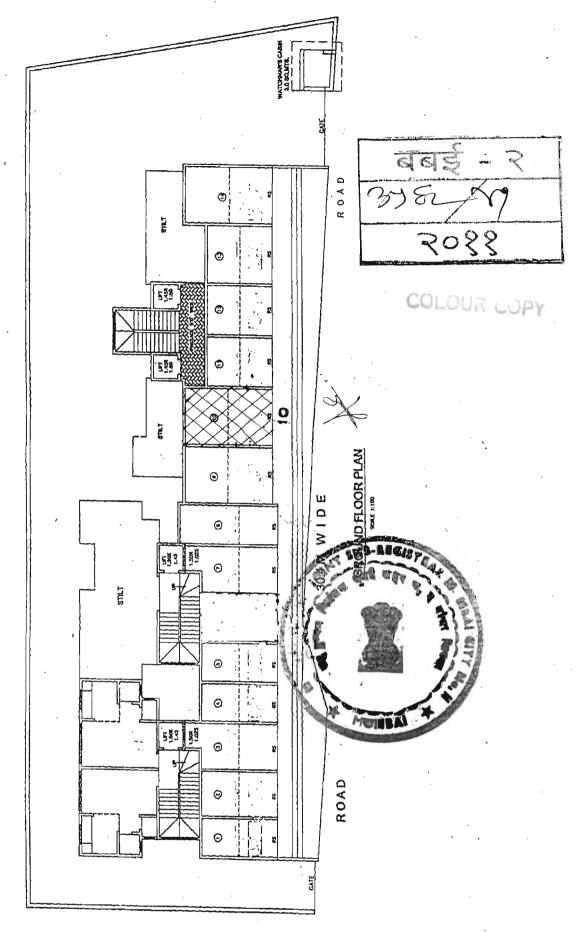
Advogite High Chile

ADVOCATE REEL COURT 1887

3-7 Asheke Common and Complex.

Abore Valenal Hand Henrill Turkhi

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म्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER AAKPG2409D





नाम /NAME

NARASIMHASWAMI SIDDRAM GURRAM

पिता का नाम /FATHER'S NAME SIDDRAM GURRAM

जन्म तिथि '/DATE OF BIRTH 16-08-1960

FTGHET /SIGNATURE

Redingl

Mos Juran

आयकर निदेशक (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS)



बबई - २ 3782/ үг २०११





बबई - २ 3782/3 २०११

### ANDHRA BANK PRABHADEVI BRANCH SHOP NO.16.17.18. OPP: MARATHA UDYOG BHAVAN, PRABHADEVI, MUMBAI – 400 025

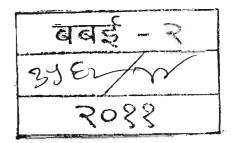
PH.NO.24381165

04 05 2011

To

The Sub Registrar, Mumbai City -2

Dear Sir,



Reg:- Issue of Banker's cheque/Payorder.

\*\*\*\*\*\*

With reference to the above we have today issued a banker's cheque bearing number 640618 dt 04 05 2011 for Rs.30,000/- in your favour. The banker's cheque was purchased by our customer Mr.Narasimha Swamy S Gurram.

This letter is issued at the specific request of the customer

Yours faithfully.

Sr.Branch Manager.



CL -05-2011

Pay Sub-Registrors Mumbai City-2 रुपये Rupees Thesty Housand only

कृते आन्ध्रा वेंक For ANDHRA BANK

ब.प. L.F.

क्रम सं. S.No.

1138-प्रभादेवी शाखाः शॉप नं. 16,17 & 18, ममता बी बिल्डिंग, अप्यासाहेब मराठे रोड, प्रभादेवी मुंबई - 400 025 1138-प्रभादेवी शाखाः शाँप नं. 16,17 & 18, ममता बा ।बाल्ड ५, अध्वसातुष्ट नार्व एउ. 1138-Prabhadevi Branch: Shop No.16,17 & 18, Mamta B Building ANDE 000 1138

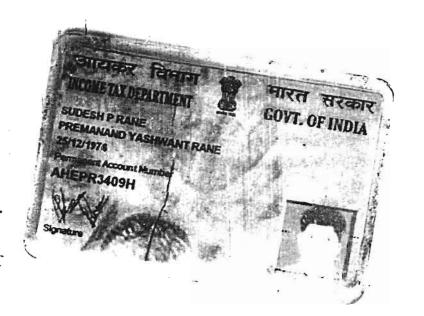
Appa Saheb Marathe Road, Prabhadevi, Mumbai - 400 025

AB/PD/PDW/C-10





वबई - २ 3482/W २०११/





डाबई - २ 3982/1/E २०११ 06/05/2011

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

बबइ2 दस्त क्र 3562/2011

1:14:29 pm

मुंबई शहर 2 (वरळी)

दस्त क्रमांक :

3562/2011

दस्ताचा प्रकार: करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नावः नरसिम्हास्वामी सिद्दीराम गुरेम . . पत्ताः घर/फ्लॅट नं: 38/791 आदर्श नगर

गल्ली/रस्ताः ऑफ संतुर बाजार

ईमारतीचे नावः -ईमारत नं: -पेठ/वसाहत: वरळी शहर/गाव: मुं तालुका: - लिहून घेणार वय -

सही



नावः विशाल असोसिएटस् तर्फे भागिदार अश्विनभाई एस

<u> </u>2 पटेल - .

पिन: 30 पॅन नम्ब

पत्ताः घर/फ़्लॅट नंः ए विंग सत्यम शॉपींग सेंटर

गल्ली/रस्ताः एम जी राड

ईमारतीचे नावः -ईमारत नं: -

पेट/वसाहतः घाटकोपर पू

शहर/ग

लिहून देणार

वय - सही





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सह दुश्यम निवंशक मुंबई शहर क. २

#### दस्त गोषवारा भाग - 2

बबइ2 दस्त क्रमांक (3562/2011)

नांव: नरसिम्हास्वामी सिद्दीराम गुर्रम . .

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

दिनांक:06/05/2011

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

पावती क्र.:3588

30000 :नोंदणी फी

पावतीचे वर्णन

(आ. 11(2)),

एकत्रित फ़ी

30960: एकूण

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दस्त क्र. [बबइ2-3562-2011] चा गोषवारा

बाजार मुल्य :5180000 मोबदला 3000000 भरलेले मुद्रांक शुल्क : 259000

दस्त हजर केल्याचा दिनांक :06/05/2011 01:09 PM

निष्पादनाचा दिनांक: 06/05/2011

दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 06/05/2011 01:09 PM शिक्का क्र. 2 ची वेळ : (फ़ी) 06/05/2011 01:11 PM शिक्का क्र. 3 ची वेळ : (कबुली) 06/05/2011 01:13 PM शिक्का क्र. 4 ची वेळ : (ओळख) 06/05/2011 01:14 PM

दस्त नोंद केल्याचा दिनांक: 06/05/2011 01:14 PM

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

1) सुदेश प्रेमानंद राणे- . ,घर/फ़लॅट नं: बिरजु प्रसाद चाळ गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः काजुपा

शहर/गाव:कुर्ला मुं तालुका: -

पिन: -

2) काशीनाथ विञ्चल देसाई- . ,घर/फ़लॅट नं: 2/4 भगवानदास दुबे कंपाऊंड

गल्ली/रस्ताः -ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः काजुपार

शहर/गाव: बोरिवली पू मुं

. तालुका: -पिन: 66



दु. मिबधकाची सही मुंबई शहर े



प्रमाणित करणेत येते की दस्तामध्ये एकूण.....पाने आहेत दिनांक ०६७५/209)