Bor

Borivali 62000

Dr. Pattam C. Subhan Shah

Agreement For Sale

office No 3

Borivali

IV

MATRU ASHISH

~~FLAT~~ NO. 3 (OFFICE) ON GROUND FLOOR — WING

BUILDERS & DEVELOPERS

M/s. KRISHNA DEVELOPERS

8, Kanal Industrial Estate, Road No.6, Daulat Nagar
Borivli (East), Mumbai - 400 066.

Friday, December 26, 2003

10:48:30 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 11148

गावाचे नाव कान्हेरी

दिनांक 26/12/2003

दस्तऐवजाचा अनुक्रमांक वदर6 - 11132 - 2003

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: पठान चित्रा सुभान शाह

नोंदणी फी	:-	6200.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (47)	:-	940.00
एकूण	रु.	7140.00

आपणास हा दस्त अंदाजे 11:03AM ह्या वेळेस मिळेल

दुय्यम निबंधक
बोरीवली 3 (बोरीवली)

सह दुय्यम निबंधक बोरीवली-३
मुंबई उपनगर जिल्हा.

बाजार मुल्य: 590150 रु. मोबदला: 610000रु.
भरलेले मुद्रांक शुल्क: 62000 रु.

नोंदणी फी 6200/-
पेआॅर्डर / डीमांड ड्राफ्ट क्र. 04054
दि. 20.12.03 अन्वये प्रमाणशोधनाच्या अधीन राहून जमा.

Designed & developed by C-DAC, Pune

SARITA REPORTS VERSION 4.5.7

2/3869/03

Rs. 62000/- Sixty Two Thousand only

Dr. P. C. Subhash

AGREEMENT

ARTICLES OF AGREEMENT made and entered into at Mumbai this 25 day of December Two Thousand Three BETWEEN **M/S. KRISHNA DEVELOPERS,** a Registered Partnership Firm carrying on business at Kanal Industrial Estate, Road No.6, Daulat Nagar, Borivli (East), Mumbai - 400 066, hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, their heirs, executors and administrators of such last surviving partner and assignees) of the One Part and Mr./Mrs./ M/s. Dr. PATTAN CHINNA SUDHAN residing at 139, KANTAYIYA BUILDING, SHOP NO 6 SV ROAD OPP. EXCEL END. JOGESWARI (W) MUMBAI 400102 hereinafter called "The Purchaser/Purchasers" (which expressions shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, representatives, executors and administrations) of the Other Part.

GENERAL STAMP OFFICE TOWN HALL FORT, MUMBAI MAH-GSO/0071 INDIA STAMP DUTY Rs.00620/-

M. M. Pednekar
Proper Officer,
General Stamp Office Mumbai
22/12/03

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WHEREAS :

I. That one Mr. Jeshtaram Sunderji Kapadia (since deceased) during his life time was the owner of and was absolutely seized and possessed and/or otherwise was absolutely entitled to all that piece and parcel of lands with structures and buildings standing thereon and admeasuring 7671.77 sq. yards equivalent to 6414.52 sq. mtrs. and bearing Plot No. 24-B of T.P. Scheme No. II, Borivli, bearing C. T. S. NOS. 506 (1 to 12) and bearing Survey No. 22, Hissa No. 2 of Village Kanheri, Taluka Borivli, Mumbai Suburban District, hereinafter referred to as "The said larger property"

II. That the said Jeshtaram S. Kapadia died intestate on 31.01.46 at Mumbai leaving behind him (1) Mr. Nanubhai Jestaram Kapadia, (2) Krishnaram Jestaram Kapadia, (3) Padmanabh Jestaram Kapadia, (4) Bhanubhai Jestaram Kapadia, (5) Manubhai Jestaram Kapadia, (6) Sumant Jestaram Kapadia, (7) Raman Jestaram Kapadia, as his only heir and legal representative under the Hindu law under which he was governed at the time of his death.

III. That by a Deed of Partition dated 29.03.1983 registered with the sub-registrar Bombay under Serial 806 on 1983 on 26.08.1985 and made between the said heirs of late Jestaram S. Kapadia, partitioned the properties including the said larger property.

THE SEAL OF THE SUB REGISTRAR, BORIVALI, MUMBAI SUBURBAN DIST. (MAHARASHTRA)

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IV. That by virtue of the said Deed of Partition dated 29.03.1983 Mr. Sumant J. Kapadia has been allotted and became owner of freehold plot of land bearing Plot No.3 out of Plot No. 24-B of TPS II, Borivli bearing C.T.S. NOS. 506/3, admeasuring 401.30 sq. mtrs. as per the property register card, and admeasuring 482.63 sq. mtrs. that is 410.39 sq. mtrs. of plot area plus 72.24 sq. mtrs. area of garden (as per the document of title) of Village Kanheri, Taluka Borivli, Mumbai Suburban District, hereinafter referred to as "The said property", and more particularly described in the Schedule hereunder written, hereinafter referred to as "The said owner".

V. That the Owner contemplated to develop the said property by erecting a new building on the said plot by demolishing the existing structure and with that view submitted plans for construction of proposed building on the said plot and Brihan Mumbai Municipal Corporation has issued IOD therefore Vide Ref. No. CHE/A/BP(WS)/AR dated 18th February, 1999, and have issued commencement certificate dated 15.06.1999 to construct proposed new building on the said property.

VI. That the Owner himself pursuant to the aforesaid sanction plan completed construction of the proposed building on the said plot up to the plinth level with columns of ground floor, and upper floors R.C.C. work with 3rd floor columns.

VII. That by an Agreement dated 1st October 2007 executed between the said Owners and the Developers herein, the said owner has granted right to the Developers to develop the said property by completing

the said incompleted building and to utilize TDR on the said property and for the consideration and on the terms and conditions as mentioned therein.

VII A. That there is a right of access for the neighbouring R. J. Kapadia going to the garden in the south west corner from the said property.

VIII. That except the entire fifth floor of the proposed building being constructed on the said property, the Developers are entitled to sell rest of the portion said proposed building constructed on the said property.

IX. AND WHEREAS PRIOR TO ENTERING INTO THE Purchaser/s has/ have satisfied himself/herself/themselves that the title of the developers to the property more particularly described in the Schedule hereunder written is marketable and free from all encumbrances, and have also inspected the Title Certificates dated 19th November, 2001, issued by the Advocate, Shri N.N. Vaishnawa & Co., a copy of which is annexed hereto and marked as Exhibit "A" collectively.

X. And whereas the Developers have agreed to sell ~~Flat/Shop~~ Office No. 3 (OFFICE) on the GROUND floor admeasuring [illegible] Sq. Ft. built up area of the Building known as "Matru Ashish", hereinafter referred to as "The Said Flat", to be constructed by the Developers on the said property more particularly described in the Schedule hereunder written at the price and on the terms and conditions mutually agreed upon and as hereinafter appearing.

THE SUB REGISTRAR, BORIVALI NO. 1 MUMBAI SUBURBAN DIST. (BANDRA)

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

1. The Developers are constructing the said building on the said piece of land more particularly described in the Schedule hereunder written in accordance with the plans and specifications which have been kept at the building site, and in the office of the Developers for inspection and which the Purchasers have also approved and agreed that the Developers may make such variation and modifications as may be required to be done by them and/or by the Bombay Municipal Corporation and/or any other authority concerned.

2. The Developers shall construct the said building consisting of Ground + 6 upper floors on the said plot in accordance with the plans, designs, specifications approved by the concerned authority and which have been seen and approved by the concerned local authority and by the flat/shop Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned Local Authority/Government to be in them or any of them.

3. The Developers hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any which may have been imposed by the concerned Local Authority at the time of sanctioning of the said plans or thereafter and shall obtain from the concerned Local Authority Occupation Certificate in respect of the said building.

4. The Purchasers have, prior to the execution of this agreement, satisfied themselves about the title to the Ownership of the Owners and the rights of the Developers to the said plot and he/she/they shall not be entitled to investigate the title, rights, powers and authorities of the Developers, and no requisition or objections shall be raised on any matter relating thereof, the title certificate dated 19th November, 2001 issued by Advocates M/s. N. N. VAISHNAWA & Co., as regards the title of the said plot described in the Schedule hereunder written has been inspected by the Purchaser/s and a copy thereof annexed hereto and marked as Exhibit "A".

5. The Developers shall be entitled to form and organize as many Co-operative Societies, limited companies, incorporated bodies or other organizations as they may deem fit in their absolute discretion and they shall convey or lease to the Co-operative society, or limited company, incorporated body or organization such portion of the said property described in the Schedule hereunder written, as the Developers may in their absolute discretion deem fit.

6. The decision of the Developers shall be binding on the Purchaser/s and on the Society or limited company or other incorporated body or any other organization and they shall not have any right to question the decision of the Developers.

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7. The Purchaser/s hereby agrees/agree to purchase from the Developers ~~flat/shop~~ No. 3 (OFFICE) admeasuring 231 sq. ft. built up area on the GROUND Floor of the building known as "MATRU ASHISH" as per the plans and specifications seen and approved by him/her and as shown in the plan, hereto annexed and herein after referred to as "THE SAID PREMISES". The purchase price payable by the Purchaser/s in respect of the ~~Flat~~/shop No. 3 (OFFICE) shall be Rs. 6,10,000/-/- (Rupees SIX LACS TEN Thousand _____ only) and shall be paid by the Purchaser/s to the Developers in the following manner:

a. Rs. 50,000/- Earnest money/deposit, on or before the execution hereto.

b. Rs. _____ on or before completion of work upto plinth level.

c. Rs. _____ On or before completion of work upto first slab level.

d. Rs. _____ On or before completion of work upto second slab level.

e. Rs. _____ On or before completion of work upto third slab level.

THE SEAL OF THE SUB REGISTRAR OF RIVALI No. 3 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

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f. Rs. _____ On or before completion of work upto fourth slab level.

g. Rs. _____ On or before completion of work upto fifth slab level.

h. Rs. _____ On or before completion of work upto Sixth slab level.

i. Rs. _____ On or before completion of work upto Seventh slab level.

j. Rs. _____ On or before completion of work upto Eighth slab level.

k. Rs. _____ On or before completion of brick work.

l. Rs. 500000/- On or before completion of plastering.

m. Rs. 60000/- at the time of possession.

Total Rs. 610000/- Total Rupees Six Lacs Thousand only

THE SEAL OF THE SUB REGISTRAR, BORIVALI NO. 3 MUMBAI SUBURBAN DIST.

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A Certificate from the Developers Architect shall be conclusive proof that the plinth or the respective slab or the work upto any particular stage is completed and the Purchasers shall not challenge or dispute the said Certificate of the Architect as aforesaid.

8. It is hereby expressly agreed that the time for the payment of each of the aforesaid installment toward purchase price shall be the essence of the contract, and that on failure of payment of any amount due under this agreement whether formally demanded or not, the Developers shall have inter alia without prejudice to other right the option to terminate this Agreement and forfeit the money paid by the purchasers and thereafter the said Purchasers shall have no claim of any amount or of nature whatsoever against the Developers and there upon the Developers may deem fit and the Developers shall be entitled to sell and dispose off the said flat/parking space to anyone else on such terms and conditions as the Developers may deem fit and the Purchasers shall not be entitled to make any claim or dispute and shall have no right, title, interest or demand of any nature whatsoever either under these presents or otherwise either against the said flat/ parking space on the Developers.

9. The Fixtures, fittings and amenities to be provided by the Developers in the said building/s and the said flat are those that are set out in Annexure annexed herewith.

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10. The Purchasers hereby agree to pay regularly on demand to the Developers until the said property is transferred, assigned or conveyed to the Co-operative Housing Society or the Body Corporate to be formed by the Purchasers of shop/flat/parking space in the said building and thereafter to the said Co/operative Housing Society or the Body Corporate as the case may be his/her proportionate shares of all the outgoings. The Purchaser/s shall from the date of the receipt by him/her/them of the notice from the Developers to take possession of the shop/flats/parking space pay every month provisional amount as demanded by the Developers towards taxes and other outgoings expenses.

11. The Purchasers hereby agree that on possession of the said flats/ shops being handedover by the Developers, to keep deposited with the Developers the following amounts towards various expenses as setout herein.

a. Rs. —— /- being the deposit towards the BMC Taxes and maintenance charges.

b. Rs. 4200/- /- being the development charges.

c. Rs. 2500/- /- legal charges.

d. Rs. 2000/- /- Society formation charges

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e. Rs. 2000/- /- being the amount c eposit of BSES, water meter etc.

f. Rs. 260/- being the share m y and interest fees.

Total Rs. 10960/- /-

12. Without prejudice to the rights of the Developer nder this Agreement and or in law, Purchasers shall be liable to pa terest at the rate of 24 per cent per annum on all amounts due a payable under this Agreement, if the same remains unpaid for se days or more after becoming due. The Developers shall in re ct of any amount remaining unpaid by the Purchasers under the ms and conditions of this Agreement have a first lien and charge the said premises agreed to be acquired by the Purchasers.

13. The Developers agree to give possession of e said flat to the Purchasers and/or about _____ subject the availability of cement, steel, water for construction or other b ling materials and subject to strike, civil commotion or any act of Go uch as earthquake, flood or any other cause beyond the control of Developers and/ or if any non-delivery of possession in as a result y notice, order rule or notification of the Municipal Corporation d/or Government and/or any other public or local authority or a result of any unforeseen circumstances then in such event the pers shall not be liable for any charges claim of any kind tsoever.

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14. Nothing contained in this Agreement shall be deemed to be constructed so as to confer upon the Purchasers any right, title or interest of any kind whatsoever into or ever the said piece of land or any portion thereof.

15. The Purchasers shall have no claim save and except in respect of the shop/flat agreed to be purchased by him/her, i.e. all open space, lobbies terraces, etc., shall remain the property of the Developers. The Developers will be entitled to avail and utilize the F.S.I./T.D.R. Floating F.S.I. of the said property and likewise the Developers shall be entitled to avail and utilizing the T.D.R./D.R.C (Development Right Certificate), of other properties on the said property.

16. The Developers shall have a right before or after the property is conveyed to a co-operative society or a limited company or an Association of the persons to make or cause to be made additions, alterations, raise additional storeys or structure on the said building/s at any time or construct new structures on the said property as may be permitted by the Bombay Municipal Corporation (but without in any way causing any obstruction or nuisance to the Purchasers) and such additions, alterations and additional structures or storeys, shall be the sole and exclusive property of the Developers who shall be entitled to deal with or dispose of the same in any way they choose and the Purchasers hereby consents to the same. The Purchasers of the other premises in the said building/s shall not be allowed to use the terrace/s of the said building/s and the same will

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be exclusive property of the Developers who shall have the exclusive right to use and/or deal with the dispose of the said terrace subject only to the access thereof of the co-operative society or limited company or association or apartment holders as the case may be to attend to the water tanks and rantennas on the terrace/s or in connection with repairs of the said building/s. The Purchasers do hereby agree that the Developers shall have the right and absolute authority to construct or erect any additional floor of floors on the terrace/s as may be permitted by the Bombay Municipal Corporation for their sole benefit and use the terrace/s and entire parapet wall/s of the terrace/s for such purpose as they deem fit including the display of advertisements, and sign boards and all the income derived therefrom, shall be the absolute property of the Developers and the documents to be executed in favour of the co-operative society or limited company or association or apartment holders shall contain the necessary covenants in favour of the Developers in that behalf. The Purchasers hereby agrees that he/she/they will give all necessary facilities and fully co-operate with the Developers to enable the Developers to make any additions and alterations and/or to raise additional storeys or structures or construct new structures on the said property in accordance with the plans sanctioned or which may be hereinafter sanctioned by the Bombay Municipal Corporation. The Purchasers hereby further agrees that after the proposed co-operative society or limited company or association of apartment holders is formed and registered, the purchasers shall be member or share holder of such co-operative society or association or limited company shall give

the Developers all such facilities, assistance and co-operation for the aforesaid purpose and to make the said additional storeys or structures, or construct new structures and to make the same complete and fit for occupation in all respects and for the aforesaid purpose the Developers shall be entitled to utilise and/or take connection from all water pipe lines and storage tanks, sewages and drainages pipelines, electric cables and electric lines and other conveniences and amenities of the building/s now being constructed for providing all such facilities conveniences and amenities to the said additional storeys or structures which may be constructed by the Developers on the said building/s or new structure or structures and the purchasers consents to the same. Provided that the Developers do not in any way effect or prejudice the rights, hereby granted in favour of the Developers in respect of the said premises agreed to be purchased by the purchasers, the Developers shall be at liberty to sell, assign, mortgages or otherwise deal with or dispose of their rights, title and interest in the said property and the building/s to be constructed thereon. That the Developers shall be entitled to utilise TDR (Transfer of Development Rights) on the said property as per the policy of the Mumbai Municipal Corporation and shall be entitled to construct further floors to the building under construction and/or to construct another building in the said property by utilising such TDR as aforesaid and for the aforesaid purpose the Purchasers and other flat purchasers of the flats on the said property shall not object for the same. That the Developers shall be entitled to amend the sanction plan as disclosed to the Purchasers and the other flat purchasers at the time of the execution

of this Agreement to enable the Developers to utilise TDR (Transfer of Development Rights) on the said property and to avail all other benefits of FSI available under the law to utilise further FSI as permissible under the law on the said property and for the same the Purchasers and other flat purchasers shall not object.

17. As soon as the building is ready and complete for occupation, the Developers will notify the Purchaser/s in writing the date on which possession will be given. The Purchaser/s hereby agrees to pay the Developers all the amount due and payable by him/her to the Developers under this Agreement on or before the said date before taking possession of the shop/flat, if, the Purchasers for any reason whatsoever fail to pay the aforesaid amount on or before the said date, the Developers shall be entitled to forfeit the amount previously paid by the Purchasers under this Agreement and Purchaser/s shall loose all rights in the said shop/flat, commencing from the date notified, the Purchasers shall be liable to bear and pay all the expenses and charges in respect of the said shop/flat and also his/her/their proportionate share of all outgoings, even if he/she/they might have taken possession later than the date so notified.

18. The Shop/Flat Purchaser/s shall take possession of the Shop/Flat within 7 days of the Developers giving written notice to the shop/flat Purchasers, intimating that the said shop/flat are ready for use and occupation. Provided that if within a period of three years from the date of handing over the shop/flat to the shop/flat Purchasers, the,

shop/flat Purchasers bring to the notice of the Developers any defect in the shop/flat or the building in which the flats are situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defects or unauthorized changes, then the flat Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defect or change.

19. The Flat Purchaser/s shall use the flat/shop or any part thereof or permit the same to be used only for purpose as sanctioned by Municipal Corporation of Greater Mumbai. He shall use the parking space only for purpose of keeping or parking the flat Purchasers' own vehicles.

20. Under no circumstances, possession of the said flat shall be given by the Developers to Purchaser/s until and unless all payments required to be made by the Purchasers to the Developers are paid.

21. The Developers or any person nominated by the Vendors to whom the rights and benefits conferred under the clause herein before mentioned are assigned shall be having absolute right to make additions, alterations, raise storeys or put additional structures, as may be permitted by MUMBAI MUNICIPAL CORPORATION and other competent authorities. Such additions, alterations, structures and storeys will be the sole property of the Developers or its nominee or an assignee as the case ay be who will be entitled to dispose off the same in any way they choose and the Purchasers hereby consent to

the same. The terrace of the building till the same are/is allotted to any purchaser and/or agreed to be sold as well as the parapet walls shall be the property of the Developers or its nominee or assignee and to display advertisements in or over the walls of the terrace as well as on any portion of the said portion including the compound thereof and on the walls of such compound and shall be exclusively entitled to the income that ay be derived by display of such advertisements at any tie hereafter. The agreement with the Purchaser/s and all other purchasers of other premises in the said building shall be subject to the aforesaid rights of the Developers or its nominee or assignees who shall be entitled to use the said lands and other Purchasers shall not be entitled to any abatement in the price of the said premises agreed to be acquired by hi on the ground of inconvenience of any other ground whatsoever. IT IS HEREBY AGREED that Developers shall be entitled either to nominate any other person to obtain the benefits of the rights and interest covered by this clause or to assign such benefits, rights and interest in favour of any other person.

22. The Developers shall be entitled to transfer, assign, dispose off and/ or sell in any manner they deem fit or proper the said terrace, etc. to anybody on such price terms and conditions as the Developers deem fit. The Purchaser/s alongwith other Purchasers will not raise any objection of whatsoever nature or kind.

23. The Purchasers shall not be entitled to any rebate and/or concession in the price of his/her/their flat/shop/ground building and/or structures and/or the changes, alterations and the additions made in the building structures.

24. The Developers shall be at liberty to sell or mortgage or otherwise deal with or dispose off its rights, title and interest in the said property and/or any part thereof provided that the developers do not in any way effect or prejudice the rights hereby granted in favour of the Purchasers in respect of the premises agreed to purchased by the Purchasers.

25. Upon the Purchaser/s taking possession of the premises they/he/she have no claim against the builders in respect of any items or work in the said premises which may be alleged, not to have been carried out and/or completed and/or being defective and/or being not in accordance with the plans and/or being not in accordance with the plans and/or specifications and/or as this Agreement and/or as per the said Developers Agreement and/or otherwise howsoever in relations hereof.

26. The Purchasers shall not be entitled to claim partition of his/her/their share in the said building and/or buildings or portion thereof and the same shall always remain impartable. It is expressly agreed that the Developers shall not be liable to execute a separate conveyance, assignment or any other document of transfer in respect of the said premises in favour of the Purchaser/s.

27. The said building shall be known as **"MATRU ASHISH"** and/or any other name as the Developers may in their absolute discretion deem fit and proper.

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28. Until such time as the entire project is completed and possession of the building and the said land is transferred as aforesaid the Developers will be entitled to, if so desired by it to control the management of the building, realisation of the outgoings as referred in and the disbursements of the payments to be made and purchaser/s and/or the society will not have any objection to the aforesaid rights of the Developers.

29. Till the date the said building shall not be separately assessed for municipal charges and water rates, purchaser shall pay his proportionate share of the water tax or other Municipal Taxes and outgoings assessed on the whole building. Such proportion to be worked out on the basis of the areas of the flat/parking space agreed to be purchased by the Purchasers.

30. The Purchaser shall maintain at his/her/their costs the flat/parking space agreed to be purchased by hi/ her/them in the same good condition state and order in which it is delivered to hi/her/them and shall abide by all bye-laws rules and regulations of the Governments, Bombay Municipal Corporation and or any other authority or Local Body and shall attend answer and be responsible for all such 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 this agreement.

31. The Shop/Flat Purchasers along with other Purchasers of shop/flats in the building shall join in forming a registered society or a Limited Company to be known by such name as the Developers may decide and for this purpose as 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 and for becoming a member, including the bye-laws of the proposed society and duly filled in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the Flat Purchasers so as to enable the Developers to register the organisation of the flat purchasers under section 10 of the said Act within the tie 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 Flat Purchasers if any change 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 Companies as the case may be, or any other Competent Authority.

32. Unless it is otherwise agreed to by and between the parties hereto the Vendor shall, within four months of registration of the society or Limited company, as aforesaid cause to be transferred to the Society or Limited Company all the rights, title and interest of the Developers/ lessors/original owners/ Developers and/or the owner in the aliquot part of the said land together with the building/s by obtaining or executing the necessary conveyance and/or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of the Society or the Limited company, as the case may be such conveyance/assignment of lease shall be in keeping with the terms and provisions of this Agreement.

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33. The Developers shall give possession of the flat to the flat purchasers on or before _____ day of _____ 2001. If the Developers fail to or neglect to give possession of the flat to the flat purchaser/s on account of reasons beyond his control and of his agents as per the provisions of Section 8 of the Maharashtra Ownership Flat Act, by the aforesaid date of the date or dated prescribed in Section 8 of the said Act, by the Developers shall be liable on demand to refund to the flat purchasers the amount already received by them in respect of the flat Purchasers with simple interest thereof is repaid provided that by mutual consent it is agreed that dispute whether the said property in proportion to the respective areas of their respective unit/flats.

34. The Purchasers shall use the said shop/flat/parking space only for purpose of which the same has been agreed to be sold to hi/her/the. The Purchasers shall not store in the said shop/flat/parking space goods hazardous or of combustible nature of which are to have effect on the construction of the structure of the said building.

35. The Purchasers shall not without the writing or written permission of the Developers let, sub-let, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off his/her/their flat/ parking space or assign, undertet or part with his/her/their under or the benefit until the execution of the conveyance/lease sub-lease in favour of the Co-operative Society or a Limited Company and till the purchasers shall have paid to the Developers all the moneys payable to the Developers under this Agreement.

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36. The Purchaser shall permit the Developers and their Surveyors and agents, with or without workmen and others at all reasonable tie to enter into and upon his/her/their shop/flat/parking space or any part thereof for the purpose of repairing any part of the building and cables, water course, gutters, wires, parapet walls and other convenience belonging to or serving or used for the said building and also for the purpose of supply of water to the premises or any other premises in the building in respect thereof.

37. The Purchasers will not at any tie demolish or cause to be demolished the flat/parking space or any part thereof agreed to be taken by his/her, nor will be he/she/they at any tie make or cause to be done any additions, alterations of whatsoever nature to the said flat or any part thereof.

38. After the possession of the flat/parking space is handed over to the Purchasers, if any additions or alterations in or about relating to the said buildings are required to be carried out by the Government, Municipal or any Statutory Authority the same shall be carried out by the purchasers of the flat in the said buildings at his/her /their own costs and the Developers shall not be in any manner liable or responsible for the same.

39. In the event of the society or limited company being registered before the sale and disposal by the Developers of all the premises in the said building the power and authority of the society or limited company

so formed or of the purchasers herein and other purchasers of the flats shall be subject to be overall powers of the Developers in any of the matter concerning the building construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control with regard to the unsold flats and till the disposal thereof.

40. Any delay or indulgence by the Developers in enforcing the terms of the Agreement or any for bearance or giving time to the purchasers shall not be considered as waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers nor shall the same in any manner prejudice the remedies of the Developers.

41. The letters, receipts and/or notices issued by the Developers dispatched Under Certificate of Posting to the address of the Purchasers hereinabove written will be sufficient proof or receipt of the same by the Purchasers and shall completely and effectively discharge the Developers.

42. If the Purchaser neglects, omits or fails to pay for any reason whatsoever to any of the Developers any part of the amounts due and payable to by the Purchasers under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to hereinbelow, the Developers shall be entitled to re-enter upon the flat and resume possession of the said

flat and everything possession of the said flat and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchasers herein agree that on the Developers re-entry on the said premises, as aforesaid all the rights, title and interest of the purchaser in the said flat and under this Agreement shall cease and that the Purchasers shall also be liable for immediate ejectment as trespassers.

43. All costs, charges and expenses in connection with formation of the Co-operative Society or Limited Company as well as the costs of preparing, engrossing, stamping and register all the agreements conveyances or any other documents or document, required to be executed by the Developers or by the Purchasers, stamp and registration charges in respect of such documents transferring land and building in favour of such society or Limited Company as well as the entire professional costs of the Attorneys of the Developers in preparing and approving all such documents shall be borne by the Society or the Limited Company. The Developers shall not contribute anything towards such expenses. The proportionate shares of such costs, charges and expenses payable by the Purchasers shall be paid by him/her/them immediately on demand. The Purchasers will also be liable to bear and contribute proportionately all kinds of taxes including sales tax if any, that may be levied by the State or Central Government.

44. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Rules 1964 and Maharashtra Ownership Flats Acts, 1963, or any other provisions of law applicable thereto.

45. The Purchasers shall lodge this Agreement for registration at his own costs to the Registration charges stamp duty within 2 months from the date of this agreement and intimate to the Developers within 2 days from the date of the lodging. The date and serial number under which the same is lodged for registration in order which the same is lodged for registration to enable the Developers to admit the execution of the same. It is further agreed that stamp duty if any payable on this Agreement the same be paid exclusively by the Purchasers.

46. The Purchaser/s shall file within the period prescribed the Statement as required under the provisions of the Income-tax Act, 1961, or any Statutory modification or re-enactment thereof for the time being in force on behalf of himself and the Developers in respect of this Agreement and have the same registered with Competent Authority and give written intimation thereof to the Developers. If the Purchasers fail to file the necessary statement as aforesaid the Developers shall not be in any way responsible for the non-registration of the said Agreement with the Competent Authority under the said Acts aforesaid and/or the consequences arising from such registration and/or non-registration thereof as aforesaid and/or otherwise howsoever in relation thereto.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals at Bombay on the day and year first hereinabove written.

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THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT Plot bearing No. 3 out of Plot No. 24-B of T.P. Scheme No. II, Borivli bearing C. T.S. No. 506/3 admeasuring 401.30 sq. mtrs. as per the property register card and (admeasuring 482.63 sq. mtrs 410.39 sq.mtrs. of plot area plus 72.24 sq.mtrs. area of garden as per the document of title), situate, lying and being at Village Kanheri, Taluka Borivli, Mumbai Suburban District within the registration District of Mumbai Suburban and Mumbai District, and bounded as follows:

On or towards the East : By plot No. 4 of C.T.S. No. 506 (part)

On or towards the West : By plot No. 2 of C.T.S. No. 506 (part)

On or towards the South : Partly by Plot No. 6 of C. T. S. No. 506 (part) of Part by Plot No. 1 of C.t.S. No. 506 (part)

On or towards the North : By M. G. Road.

THE SEAL OF THE SUB REGISTRAR BORIVALI No. 3 MUMBAI SUBURBAN DIST. (BANDRA)

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

SIGNED SEALED AND DELIVERED by) For M/s. KRISHNA DEVELOPERS
the withinnamed M/s. KRISHNA DEVELOPERS)
"THE DEVELOPERS" in the presence of .....) PARTNER/S
1. _____)
2. _____)

SIGNED, SEALED AND DELIVERED by)
the withinnamed "THE PURCHASER/S")
SHRI/SMT./KUM/MS. Dr. PATTAN)
C.S. SHAH)
_____)
in the presence of .....)
1. _____)
2. _____)

RECEIVED on the day and year first) CHEQUE NO. 727626
hereinabove written of and from the) DATED 25/12/03
withinnamed Purchaser/s, the sum of) DRAWN ON Syndicate
Rs. 50000/- (Rupees Fifty) Bank
Thousand only) BRANCH Jogeswari
_____
_____
amount as mentioned within to be paid by) WE SAY RECEIVED
him/her/them paid to us) M/s. KRISHNA DEVELOPERS
PARTNER/S

WITNESSES :
1. Bhartbhai KAWA
2. _____

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Office of the
Ex. Eng. Bldg. Prop. (W.S.) P. & R. Ward
Ex. Bobasaheb Ambedkar Market, Bldg.
Ex. Borivali (West). Bombay-400 092.

BMPP—939-97-15,000 Forms.

This E.C.D./C.S. is issued Subject to the provisions of Urban Land Ceiling ... 1976

EC/43

Form 346/88

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

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

No. E. B./CE/A-0564 BS/A R . of 199 -199

MEMORANDUM

Municipal Office,

Mumbai 18 FEB 1997

Shri Suman J. Kapadia.

With reference to your Notice, letter No. 237 dated 8/11 1996 and delivered on 8.11.1996 and the plans, Sections Specifications and Description and further particulars and details of your building/ ... Proposed bldg. CTS No. 506/3 of Village Kanheri, Borivali/East, TPS II. furnished to me under your letter, dated ..... 199.... I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corpoation Act as amended upto-date, my disapproval by thereof reasons :—

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

1. That the Commencement Certificate under Sec. 44/69(I)(a) of the M. R. T. P.Act will not be obtained before starting the proposed work.

2. That the compound wall shall not be constructed on the two sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the as per D.C.Reg.38(27).

3. That the low lying plot will not be filled up to a reduced level of at least 92 THD or 6' above adjoining road level whichever is higher with murum, earth, boulders, etc. and towards road side before starting the work.

4. That the specifications for layout/ roads development of setback land will not be obtained from E.E.(R.C.)(W.S.)(P&R) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.(R.C.)/E.E.(W.S.) D.M.C.(W.S.)(P&R) before submitting Bldg.Completion Certificate. The advance payment towards Insecticide treatment shall not be paid to P.C.O. 'N' Ward.

5. That the development charges shall not be paid as per M.R.T.P.Act.

6. That P.C.O. charges shall not be paid to P.C.O. R/N.

7. That a regd. u/t. for paying difference in premium shall not be submitted.

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

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

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

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals.
Zone, Wards.

SPECIAL INSTRUCTIONS.

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowred the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :—

" Every person who shall erect as new domestic building shall cause the same to be built so that every partof the plinth shall be—

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

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notive of erection of a new buiding or occupation of builing which has ben vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishabe under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention if further drawn to the provision of Section 353-A regarding the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your permises and to grant a permission before occupation and to levey penalty for non-compliance under Section 471 if necessary.

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

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

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

Attention is drawn to the notes Accompanying this Intimation of Disapproval

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No. EB/CE/ A-0564 /BS /A/R

18 FEB 1999

NOTES

(1) The work should not be started unless objections are complied with

(2) A certified set of latest appoved plans shall be displyed on site at the time of commencement the work and during the progress of the construction work.

(3) Temporary permission on payment of deposite should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the build completion certificate.

(4) Temporary sanitary accommodation on full flusing system with necessary drainage arrangement should be provided on site for workers, before starting the work.

(5) Water connection for constructional purposes will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposite for the construction of carriage entrance, over the road side drain.

(6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municial tap water has been consumed on the construction works and bills preferred against them accordingly.

(7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc, without obtaining prior permission from the Ward Officer of the area.

(8) The work should not be started unless the manner in obviating all the objection is approved by this department.

(9) No work should be started unless the structural design is apporved.

(10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement aobtained from him regarding correctness of the open spaces and dimension.

(11) The application for sewer street connections, if necesary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an foothpath.

(12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.

(13) No Bullding/Drainage Completion Certificate will be accepted non-[illegible] granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.

(14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.

(15) The aces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submition of the Building Completion Certificate.

(16) Flow of water through adjoining holding or culvert, if any should be maintained undisturbed.

(17) The surrounding open spaces around the building should be consolidated in concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.

(18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from abjoining holding before starting the work to prove the owner's holding.

(19) No work should be started unless the existing structures proposed to be demolished are demolished.

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(20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certifiate from the Housing Commissioner under Section 13(*h*) (H) of the Rent Act and in the event of your proceeding with the work either without an inimation about commencing the work under Section 347 (1) (*aa*) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.

(21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :—

(*i*) Specific plans in respect of eviciting or rehousing the existing tenants on your stating their number and the area in occupation of each.

(*ii*) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.

(*iii*) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

(22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.

(23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.

(24) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.

(25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained

(26) It is to be understood that the foundations must be excavated down to hard soil.

(27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

(28) The water arragement must be carried out in strict accordance with the Municipal requirements

(29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.

(30) All gully traps and open channel drains shall be provided with right fiting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hightly serving the purpose of [a lock- and the warning pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently a ceasible by providing a fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.

(31) No broken bottles should be fixed over boundary walls. This prohibition will only to broken bottles to not to the use of plane glass for coping over compound wall.

(32) (*a*) Louvres should be provided as rquired by Bye-law No. 5(*b*).
(*b*) Lintels or Arches should be provided over Door and Window openings.
(*c*) The drains should be laid as require under Section 2[illegible]
(*d*) The inspection chamber should be plastered inside and outside.

(33) If the proposed aditional is intended to be carried out on old foundation and structures, you will do so at your own risk.

10.11.95

Executive Engineer, Building Proposals
Executive Engineer
Zones. Proposal [illegible]

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COPY TO LICENSED SURVEYOR/OWNER

8. That Regd.undertaking for not allowing occupation before obtaining occupation permission.

18 FEB 1999

9. Access to rear side garden shall not be provided and Regd. U /T. for keeping the access clear of all the obstruction shall not be submitted.

10. That the structural Engineer will not be appointed, supervision memo as per Appendix-XI (Regulation 5(3) (ix) will not be submitted by him.

11. That the structural design and calculations for the proposed work will not be submitted before C.C.

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

13. That the Agreement with the existing tenant alongwith the plans will not be submitted before C.C.

14. That the consent letter from the existing tenants for the proposed additions/alterations in their tenaments will not be submitted before C.C.

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

16. That the Indemnity Bond on Rs.100/- stamp paper indemnifying the Corpn. for damages,risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.

17. That the requirements N.O.C. of B.S.E.S. Ltd; if any, will not be obtained and the requisitions, if any, will not be complied with before occupation Certificate/B.C.C.

18. That the qualified/Regd.Site Supervisor through Architect/Structural Engineer will not be appointed before applying for [illegible]

19. That extra water and sewerage charges will not be paid to [illegible] W.R/N Ward before C.C.

20. That the true copy of the sanctioned layout [illegible]/subdivision/amalgamation approved u/no.CE/551/LOP dt. 5.4.83 alongwith [illegible] not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.

21. That the copy of the application made for Non Agricultural [illegible] permission shall not be submitted before requesting for C.C.

THE SEAL OF THE SUB REGISTRAR, BORIVALI NO. 2 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

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C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

1. That the some of drains will not be laid internally with C.I.Pipes.

2. That the dust bin will not be provided as per C.E.'s Circular No.CE/9297/II of 26.6.1978.

3. That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for Occupation Certificate/B.C.C.

4. That 10'-0" wide pathway upto staircase will not be provided.

5. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.

6. That the name plate/board showing Plot No., Name of the Bldg. etc. will not displayed at a prominent place before O.C.C./B.C.C.

7. That carriage entrance shall not be provided before starting the work.

8. That the parking spaces shall not be provided as per D.C. Reg.No.36.

9. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.

10. That the regd.u/t in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.

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

1. That certificate under sec.270 A of B.M.C. Act will be obtained from H.E.'s deptt. regarding adequacy of water supply.

g.C:\WORDSTAR\IOD\A-0564AR

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II MUMBAI SUBURBAN DIST. (MAHARASHTRA)

This I.O.D. is issued subject to the provisions of Mumbai Municipal Act 1979

Executive Engineer
Bldgs. Proposals

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

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

BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

NO. CHE / A-0564 /BP (WS) /AP /AR 15 JUN 1999

COMMENCEMENT CERTIFICATE

To,
Shri Suman J. Kapadia
Owner

Sir,

With reference to your application No. 8922 dated 8.11.96 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Residential bldg. with shops
C.T.S. No. 506/3
at premises at Street M. G. Road
Village Kanheri Plot No. 24/3 of TPS II
situated at Borivli(E) Ward R/North.

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.

2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

4. This permission does not entitle you to develop land which does not vest in you.

5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act. 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater 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 accordance with the sanctioned plans.

(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal commissioner for Greater Mumbai is contravened or not complied with.

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

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

The Municipal Commissioner has appointed _____ Assistant Engineer to exercise his powers and functions as the Planning Authority under section 45 of the said Act.

This C.C. is restricted for work upto plinth only.

For and on behalf of Local Authority
Brihanmumbai Mahanagarpalika

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15-6-99

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

CHE/A-0564/BP/WS/AR

8). This C.C is granted for entire work i.e. G.R + 2 upper floor as per approved plan dated 18.2.99

23 SEP 1999 A.E.B.P(R/N)

9) This C.C. is valid and further extended for entire work ie; Ground + Six upper floors as per approved plan dtd. 14/03/2002.

18 MAR 2002 A.E.B.P(R/N)

THE SEAL OF THE SUB REGISTRAR, BORIVALI No. 3 MUMBAI SUBURBAN DIST. (BANDRA)

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APP. NO. 1

EXTRACT FROM THE PROPERTY REGISTERED CARD

CITY SURVEY कोळी TALUKA : BORIVALI Dist. BOMBAY SUBURBAN DIST

City Survey	Area Sq. Mtrs.	Tenure	Particulars of accessment for rent paid to Government and when due for revision
५०६/३	२०१.३	C	विक्रीत ५०६/१ प्रमाणे

Easement	
Holder in Origin of the title so far as traced	
Lease	

Other Encumbrances

Other Remarks

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (e) %	Attestation
[illegible]	SIF ना.न.म.म. कोळी ५०६/८५ ओ.स.वी. विक्रीतील आदिवासी विक्रीतील जे २०१.३ चे क्षेत्र २०१.३ चौ.मि. कायम केले		H) १) श्री. नानूभाई जेठाराम कापडिया २) " रूपाराम जेठाराम कापडिया ३) " पद्मनाथ जेठाराम कापडिया ४) " भारूभाई जेठाराम कापडिया ५) " नरूभाई जेठाराम कापडिया ६) " दुलभ जेठाराम कापडिया ७) " रमण जेठाराम कापडिया	[illegible]

प्रमाण पत्र

मिळकत पत्रिकेच्या प्रमाणित प्रतीवर दाखल क्षेत्र २०१.३ चा.मी. [illegible] अक्षरी [illegible] चौरस मीटर हे मूळ मिळकत पत्रिकेवर नमूद केलेल्या क्षेत्राच्या मर्यादेत असण्याची खात्री केली आहे.

अधिक्षक भुमि अभिलेख
मुंबई उपनगर जिल्हा
मुंबई.

THE SUB REGISTRAR BORIVALI MUMBAI SUBURBAN DIST (MAHARAS)

उप-दुय्यम निबंधक अधिकारी व. ६
बोरीवली

बदर-६
99932 38
२००३

THE SEAL OF THE SUB REGISTRAR, BORIVALI No. 1
MUMBAI SUBURBAN DIST. (MAHARASHTRA)

बदर-१
99932 / 3
२००३

N. N. VAISHNAWA & CO. (Regd.)

ADVOCATES

JER MAHAL, 1ST FLOOR, DHOBI TALAO, MUMBAI - 400 002.
Email : nnv_co@hotmail.com • nnv_co@rediff.com

Tel. : 206 12 62
201 68 97
205 95 79
Fax : 208 03 06

REF. NO._____

DATE _____

N/ 886 /2001

November 19, 2001

TITLE CERTIFICATE

Re: Plot of land being plot No.3 out of plot No.24-B, T.P.S. No.II, Borivli bearing C.T.S.No.506/3 admeasuring 401.50 sq. meters as per Property Register Card admeasuring 482.63 sq. meters (410.30 sq.meters of plot area + 72.24 sq. meters of garden area as per document of title) situate at Village Kanheri, Tal. Borivli, Mumbai Sub-urban District within registration District and Sub-District Mumbai Suburban.

Mr. Sumant Jestharam Kapadia of Borivli, Mumbai have instructed us to give a Title Certificate of the above property.

1. One late Shri Jestharam S. Kapadia father of Mr.Sumant J. Kapadia during his lifetime was owner of a larger plot of land admeasuring 6414.52 sq. meters bearing plot No.24-B, T.P.S. No.II, Borivli above referred to. The property described above is the part of the said property. The said Shri Jestharam S. Kapadia died intestate on 31st January, 1946 leaving behind him his 7 sons as his only heirs and legal representatives under Hindu Law under which he was governed at the time of his death.

2. By a Deed of Partition dated 29th March, 1983 registered with the Sub-Registrar of Mumbai under

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2003

Serial No.806/ 83 on 20th August, 1983 and made between the said 7 sons of Mr. Kapadia, partitioning the property including the said property admeasuring 6414.52 sq. meters.

3. By virtue of the said Deed of partition dated 29th March, 1983 Mr.Sumant Jestharam Kapadia had been allotted and became the owner of the above stated open plot of land admeasuring 401.30 sq. meters. Said Sumant J. Kapadia contemplated to develop the said property by erecting a new building by demolition of the existing structure and submitted plans and Brihanmumbai Municipal Corporation issued IOD thereof and vide Reference No.CHE/A-0564/ BP (WS)/AI dated 18th February, 1999 and issued commencement certificated dated 15th June, 1999 to construct proposed building ground+2 upper floors. The said Mr.Sumant J. Kapadia himself made part construction through a Contractor M/s.A.R.S. Construction Company. Said M/s.A.R.S. Construction Company has been paid the full construction charges for the part construction made by them. Mr. Sumant J. Kapadia had also given a power of attorney to one Mr. Prakash M. Kapadia. The said power of attorney has been cancelled and all account with Mr.Prakash M. Kapadia have been closed. The said Mr. Prakash M. Kapadia has not created any liability or encumbrance on the said property and has not agreed to sell any flat or premises to anybody and has made declaration to that effect.

4. Thereafter, by an agreement dated 1st October, 2001 Mr. Sumant J. Kapadia has granted

बदर-६
99932/38
२००३

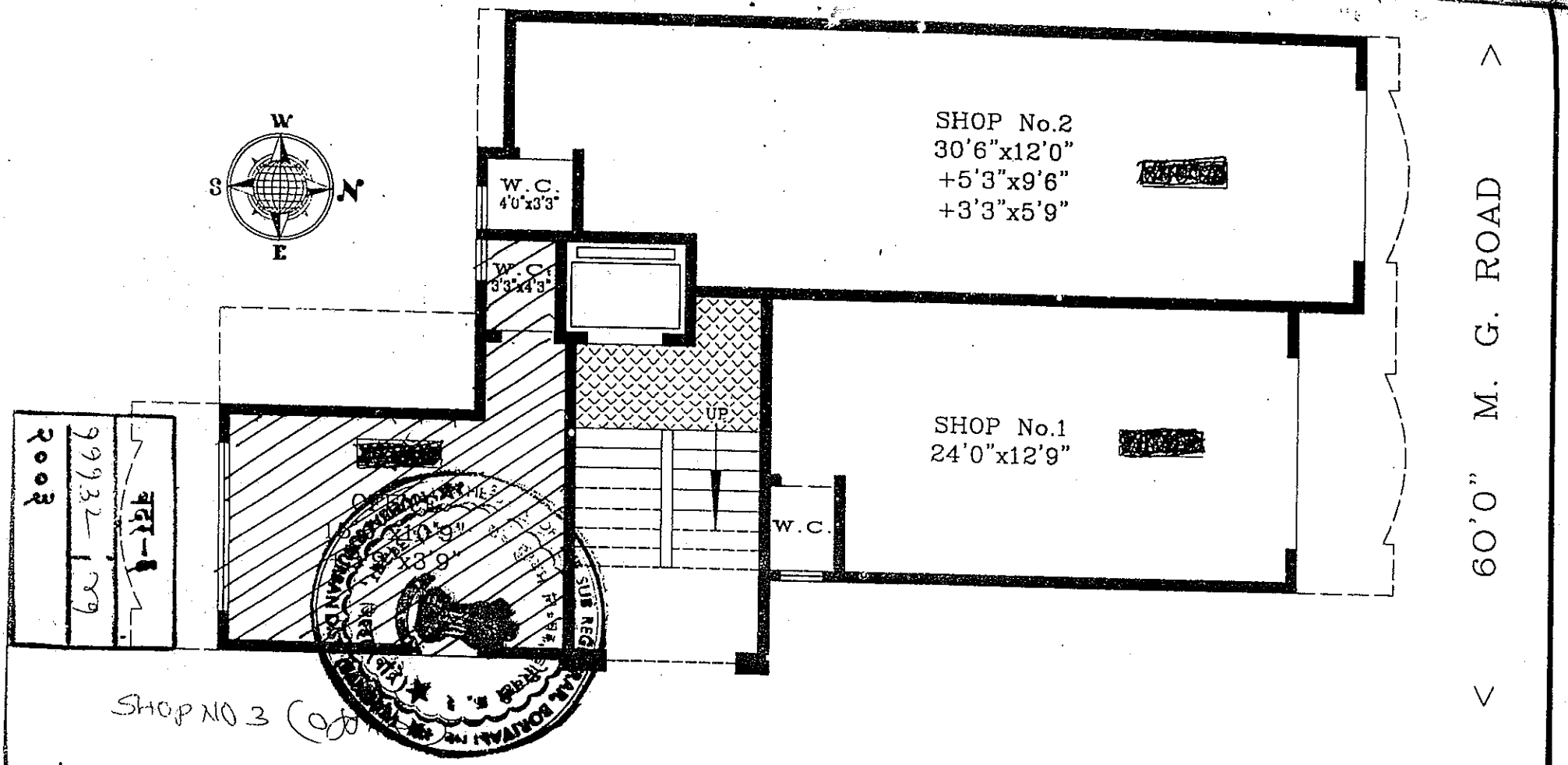
development rights of the said property to M/s.Krishna Developers having office at Kanal Industrial Estate, Road No.6, Daulat Nagar, Borivli (East), Mumbai.

We have investigated the title of said Mr.Sumant J. Kapadia and have caused searches to be made about the said property and we are of the opinion that the title of Mr. Sumant J. Kapadia in respect of the above described property is good and marketable and free from all encumbrances.

For M/S. N.N. VAISHNAWA & CO. (REGD.)

(N.N. Vaishnawa)
Partner
Advocates High Court

SUB REGISTRAR, BORIVALI
MUMBAI SUBURBAN DIST.
32/00
२००३



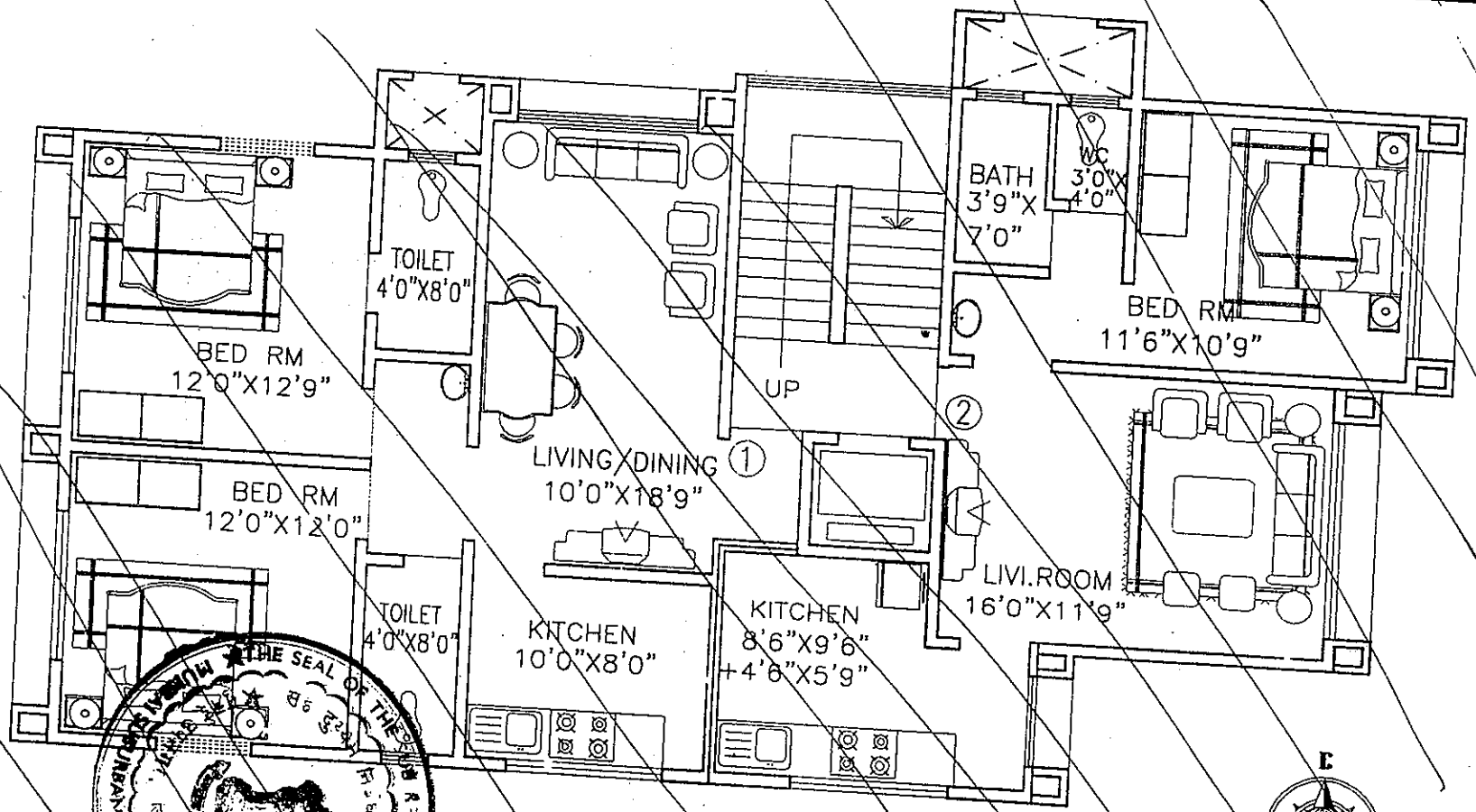
Shop No 3 (Off

GROUND FLOOR PLAN

developer
KRISHNA DEVELOPERS
8,KANAL INDISTRIAL ESTATE,DAULAT NAGAR, ROAD NO.6,BORIVALI (E.), MUMBAI- 66.

" MATRU ASHISH "
ON PLOT BEARING C.T.S. No.506/3 OF VILLAGE KANHERI, AT BORIVALI (EAST), MUMBAI-

architect
A.R.MEHTA & ASSOC.
3,SAI-DEEP, DAULAT NAGAR, ROAD NO.3, BORIVALI (EAST), MUMBAI-400 066.



RD TO 6TH FLOOR PLAN

developer
KRISHNA DEVELOPERS
BORIVALI (East), MUMBAI-66.

MATRU ASHISH
ON PLOT BEARING C.T.S. No. 506/3
OF VILLAGE KANNERI,M.G RD. BORIVALI (E).

architect
A.R. MEHTA & ASSOC.
BORIVALI (East), MUMBAI-66.

THE SEAL OF THE MUNICIPAL CORPORATION OF GREATER BOMBAY

2003

2003

AMENITIES & SPECIFICATION

1. **BUILDING** : The building shall have R.C.C. Frame structure with Brick /Block Massonary walls as per prevailing rules of S.R.A.

2. **FLOORING** : Flooring shall be spartex and mirror tiles.

3. **KITCHEN** : Granite kitchen platform with steel sink and glaze tiles up to window level.

4. **DOOR** : All internal door & ~~window granite photo frame with molding~~ marble window sea l.

5. **WINDOW** : Powder coated aluminium sliding window.

6. **WASH BASIN** : Wash basin with glazed tiles dado.

7. **BATHROOM & W.C.** : Full glaze tiles in W.C. and bath

8. **PLUMBING** : Concealed plumbing with superior quality sanitary fixtures.

9. **ELECTRICITY** : All electricity will be provided in concealed copper wiring with super accessory. Common Cable point and concealed telephone connection.

10. **COLOUR** : P.O.P. finishing and distemper colour.

बदर-१
९९९३२-२०३
२००३

APPLICATION FORM

To

The Chief Promoters/Chairman,

_____ _____Co-Operative Housing

Society Ltd._____

_____

_____(Proposed/Registered)

Sir/Madam,

I, the undersigned, Shri/Smt._____

_____

_____ hereby request you to admit me Co-Partner/Co-Owner Tenant Member of your Society.

My Particulars are given below:

(1) Age _____ Year.

(2) Occupation _____

_____

(3) Monthly income of the Applicant and of any other person on whom the applicant is dependent Rs._____.

I have gone through the Proposed/Registered Bye-Laws of your Society and the Rules and the Regulations there under and I undertake to abide by the same and with any Modification that the Registrar may make in them.

I am remitting herewith Rs.250/- towards the value of the five fully paid up shares of Rs.50/- each Rs.10/- as admission fee.

I am prepared to contribute_____ percent of total cost of the land construction of building thereon and the balance amount which I expect to obtain as loan either from Government or any other Financing Agency from which the Society may obtain loan in event of Society being unable to obtain loan to the extent of its expectation, I am prepared to contribute further amount towards the cost of land and construction as the Society may require. I have paid Rs. _____ towards the cost of my Flat. I furnish my particulars, in Form "E" under Schedule III attached to the Bye-Laws as under:-

नदर-१
79932
२००३

Sr. No.	Name of the Member	Particulars regarding residential Building/s sites owned by him (in whole or in part) or by other 'member' of the family staying with him.	Place where situated	Reason why it is necessary to have a house plot from Society

Attested by

Yours faithfully,

Chief Promoter.

Dated _____.

("The member of family as defined in section 6 of the Maharashtra Co-Operative Societies Act, 1950 for the purpose of section 8 of the Act include Wife, Husband, Father, Mother, Grand-father, Grand-mother, Step-father, Step-mother, Son, Daughter, Step-son, Step-daughter, Grand-son, Grand-daughter, Brother, Half-Sister and Wife of Brother or Half-Brother")

THE SEAL OF THE SUB REGISTRAR, BORIVALI No. 3 MUMBAI SUBURBAN DIST. (BANDRA)

बदर-६
99932 ४५
२००३

शासन परिपत्रक क्रमांक. २०००/९४/प्र. क्र. २५/म-१, दि. २४/३/२०००

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : 386797

Receipt Date : 22-DEC-03

Received From : DR.PATTAN C SUBHAN SHAH

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.)
PO	704053	20-DEC-03	PUNJAB NATIONAL BANK (PNB)	0	62,000.00

Case No. :

Lot No. :

Total O. :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (in Rs.)
1	SPECIAL ADHESIVE	1	62000	62,000.00
			Total :	62,000.00

Rs. : 62000

Rupees : Sixty Two Thousand only

Cashier / Accountant

V.M. DHANDHAV Designation

Note : At the time of Registration, please produce the original receipt before the Sub-Registrar.

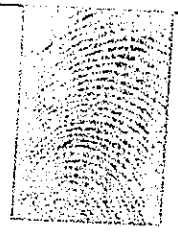
26/12/2003 दुय्यम निबंधकः
10:50:24 am बोरीवली 3 (बोरीवली)

दस्त गोषवारा भाग-1

वदर6
दस्त क्र 11132/2003

दस्त क्रमांक : 11132/2003

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः पठान चित्रा सुभान शाह पत्ता: घर/फ्लॅट नं: 139 गल्ली/रस्ता: - ईमारतीचे नावः कांतारिया ईमारत नं: - पेठ/वसाहत: - शहर/गाव:जोगेश्वरी प मुं तालुका: - पिन: 101	लिहून घेणार वय 46 सही		
2	नावः मेसर्स कृष्णा डेव्ह. प्रा लि तर्फे विजय - रयानी पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: दौलत नगर ईमारतीचे नावः कनल इंड. इस्टेट ईमारत नं: - पेठ/वसाहत: -, शहर/गाव:बोरीवली पू मुं तालुका: - पिन	लिहून देणार वय 42 सही		

वदर-६
११३२/२००३

THE SEAL OF THE SUB REGISTRAR, BORIVALI
दुय्यम निबंधक, बोरिवली
MUMBAI SUBURBAN DIST. (MAHA)

दस्त गोषवारा भाग - 2

वदर6
दस्त क्रमांक (11132/2003)

दस्त क्र. [वदर6-11132-2003] चा गोषवारा
बाजार मुल्य :590150 मोबदला 610000 भरलेले मुद्रांक शुल्क : 62000

दस्त हजर केल्याचा दिनांक :26/12/2003 10:45 AM
निष्पादनाचा दिनांक : 25/12/2003
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 26/12/2003 10:45 AM
शिक्का क्र. 2 ची वेळ : (फ़ी) 26/12/2003 10:49 AM
शिक्का क्र. 3 ची वेळ : (कबुली) 26/12/2003 10:49 AM
शिक्का क्र. 4 ची वेळ : (ओळख) 26/12/2003 10:50 AM

दस्त नोंद केल्याचा दिनांक : 26/12/2003 10:50 AM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीश: ओळखतात व त्यांची ओळख पटवितात.
1) कृष्णा- चौहान ,घर/फ़्लॅट नं: 6
गल्ली/रस्ता: -
ईमारतीचे नाव: अमीन
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:बोरीवली पू मुं
तालुका: -
पिन: 66
2) सचिन- जोशी ,घर/फ़्लॅट नं: वरीलप्रमाणे
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

दु. निबंधकाची सही
बोरीवली 3 (बोरीवली)

पावती क्र.:11148 दिनांक:26/12/2003
पावतीचे वर्णन
नांव: पठान चिन्ना सुभान शाह

6200 :नोंदणी फी
940 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

7140: एकूण

दु. निबंधकाची सही, बोरीवली 3 (बोरीवली)

वदर-६
११३२
२००३

क्रमांकित करण्यात येत आहे, या
दस्तामध्ये ... पाने आहेत.

सह. दुय्यम निबंधक बोरीवली-क्र. ३,
मुंबई उपनगर जिल्हा.

वदर-६/११३२/२००३
पृष्ठक क्रमांक १ क्रमांक वर
मोबदला.
दिनांक 26/12/03

सह दुय्यम निबंधक बोरीवली-३
मुंबई उपनगर जिल्हा.

OFFICE OF THE SUB REGISTRAR BORIVALI
MUMBAI SUBURBAN DIST.