

Borivli
2000

Share Certificate
Pending

Dr. Pattan C. Subhan Shah

Agreement For Sale

Borivli



Office No 3

IV

WATRU ASHISH

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

BUILDERS & DEVELOPERS

M/s. KRISHINA DEVELOPERS

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

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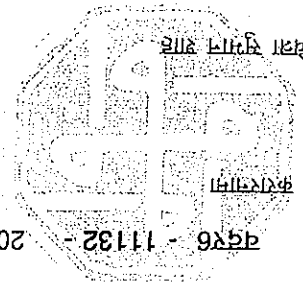
नॉट्स फी 6200/-
व्याज / ब्याज क. 04054
दि. 20/12/03 अर्थात् अर्थात्

भरतील मुद्रांक शुल्क: 62000 रु.
बचत मुद्रांक: 590150 रु.
मोबादल: 610000 रु.
कुल निवृत्त बचत मुद्रांक

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आपणाला ही दस्ता अर्थात् 11:03AM सा वेळी मिळेल

नॉट्स फी	रक्कम	रु. 7140.00
-	नकल (अ. 11(1)), मुद्रांकनार्थी नकल (अ. 11(2)), रुग्णाल (अ. 12) व छानविन (अ. 13) -> एकत्रित फी (47)	940.00
-		6200.00



सादर करण्याचे नमः पत्रात स्थान आहे

दस्ता ऐवजावा प्रकार

दस्ताऐवजावा आंकनांक

वदर 6 - 11132 - 2003

गावाचे नाव काऱ्हेरी

दिनांक 26/12/2003

भरती क्र. : 11148

10:48:30 AM

भरती

Friday, December 26, 2003

Regn. 39 M

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Original



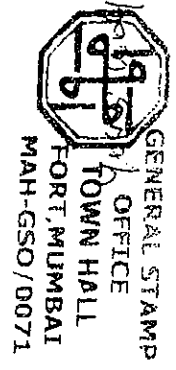
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RS-662000/- sixty Two Thousand only

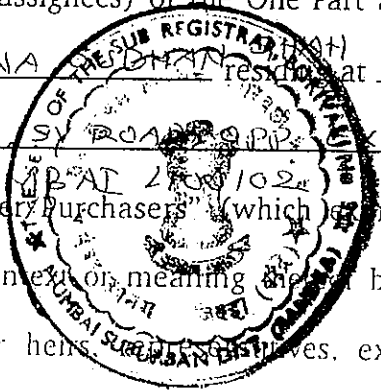
S.R.P. e. Subh

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 residing at 139, KANDAYIYA BUILDING, SHOP NO 6 SY ROAD BORIVLI JOGESWADI (W) MUMBAI 400 102 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, executors and administrations) of the Other Part.



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 Rs. 0062000/-
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 STAMP DUTY



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

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WHEREAS :

I. That one Mr. Jesharam 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, Borvli, bearing C. T. S. NOS. 506 (1 to 12) and bearing Survey No. 22, Hissa No. 2 of Village Kanheri, Taluka Borvli, Mumbai Suburban District, hereinafter referred to as "The said larger property"

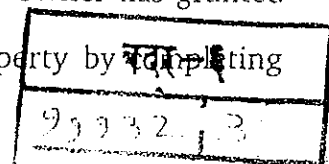
II. That the said Jesharam S. Kapadia died intestate on 31.01.46 at Mumbai leaving behind him (1) Mr. Nanubhai Jesharam Kapadia, (2) Krishnaraj Jesharam Kapadia, (3) Padmanabh Jesharam Kapadia, (4) Bhanubhai Jesharam Kapadia, (5) Manubhai Jesharam Kapadia, (6) Sumant Jesharam Kapadia, (7) Raman Jesharam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

III. That by a Deed of Partition dated 29.08.1983 registered with the sub-registrar Bombay under Serial No. 896 on 08.08.1985 and made between the said heirs of late Jesharam S. Kapadia, partitioned the properties including the said larger property.



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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 2005 executed between the said Owners and the Developers, the said owner has granted right to the Developers to develop the said property by ~~developing~~



the said incompleting 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 No. 3 on (OFFICE) *Office*

the Ground floor admeasuring Sq. Ft. built up area of the Building known as "Mahabharata" hereafter referred to as "The Said Flat", to be constructed by 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.



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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 stipulated 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.



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the decision of the Developers.

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



Developers may in their absolute discretion deem fit.

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

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hereto and marked as Exhibit "A".

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

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.



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		Total Rs. 610000/-
		m. Rs. 60000/-
On or before completion of plastering.		l. Rs. 500000/-
On or before completion of brick work.		k. Rs. _____
Eighth slab level.		
On or before completion of work upto		j. Rs. _____
Seventh slab level.		
On or before completion of work upto		i. Rs. _____
slab level.		
On or before completion of work upto Sixth		h. Rs. _____
slab level.		
On or before completion of work upto fifth		g. Rs. _____
fourth slab level.		
On or before completion of work upto		f. Rs. _____

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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 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 outgoing. 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 outgoing 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

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

c. Rs. 2500/- being the registration charges.

d. Rs. 2000/- Society formation charges



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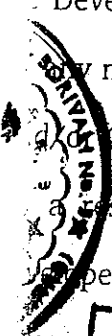
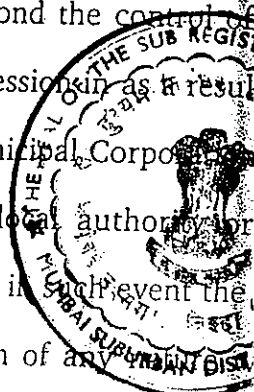
e. Rs. 2000/- /- being the amount of deposit of BSES, water meter etc.

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

Total Rs. 10960/- /-

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

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



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

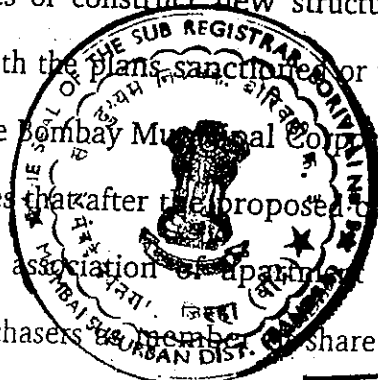
15. The Purchasers shall have no claim save and except in respect of the shop/flat agreed to be purchased by him/her, i.e. all open space, lobbies terraces, etc., shall remain the property of the Developers. The Developers will be entitled to avail and utilize the F.S.I./T.D.R. Floating F.S.I. of the 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 and such alterations and additional structures or storeys, shall be the sole and exclusive property of the Developers who shall be entitled to demur with or dispose of the same in any way they choose and the Purchasers hereby consent 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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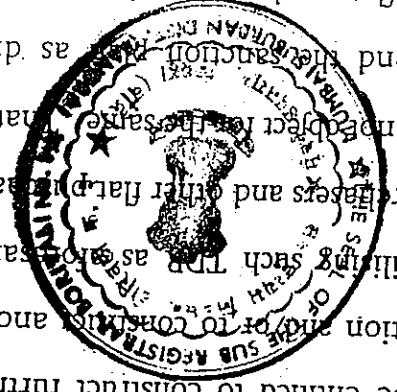
be exclusive property of the Developers who shall have the exclusive right to use and/or deal with the dispose of the said terrace subject only to the access thereof of the co-operative society or limited company or association or apartment holders as the case may be to attend to the water tanks and rannennas 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 as member share holder of such co-operative society or association or limited company shall be



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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 be subject to the same that the Developers
 shall be entitled to amend the sanction granted as disclosed to the
 Purchasers and the other flat purchasers at the time of the execution



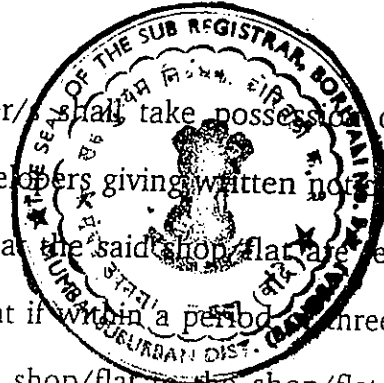
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of this Agreement to enable the Developers to utilise TDR (Transfer of Development Rights) on the said property and to avail all other benefits of FSI available under the law to utilise further FSI as permissible under the law on the said property 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/ 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



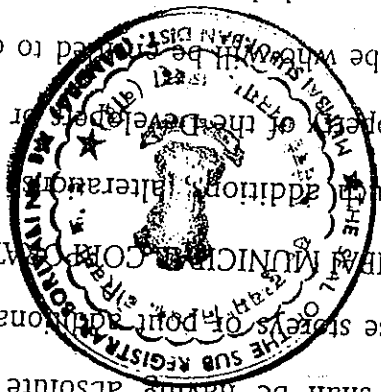
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shop/flat Purchasers bring to the notice of the Developers any defect in the shop/flat or the building in which the flats are situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defects or unauthorised 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 port 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 Developer or its nominee or an assignee as the case may be who shall be entitled to dispose off the same in any way they choose and the Purchasers hereby consent to



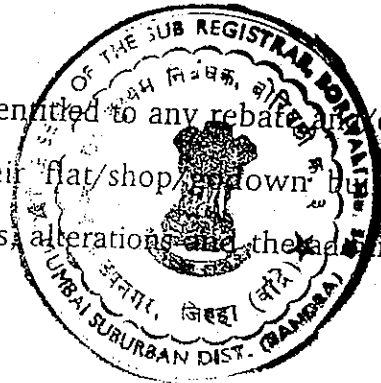
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the same. The terrace of the building till the same are/is allotted to any purchaser and/or agreed to be sold as well as the parapet walls shall be the property of the Developers or its nominee or assignee and to display advertisements in or over the 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 may be derived by display of such advertisements at any time 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 him 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, discount 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.



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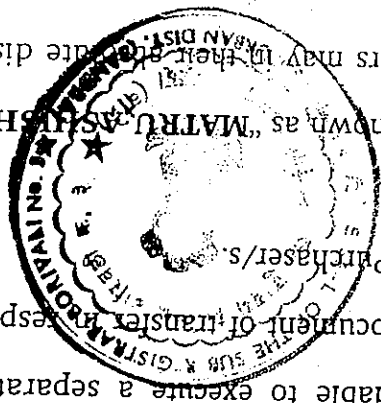
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24. The Developers shall be at liberty to sell or mortgage or otherwise deal with or dispose off its rights, title and interest in the said property and/or any part thereof provided that the developers do not in any way effect or prejudice the rights 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.

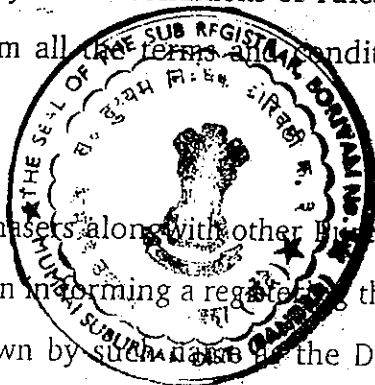
26. The Purchasers shall not be entitled to claim partition of his/her/their share in the said building and/or buildings or portion thereof and the same shall always remain impartable. It is expressly agreed that the Developers shall not be liable to execute a separate conveyance, assignment or any other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

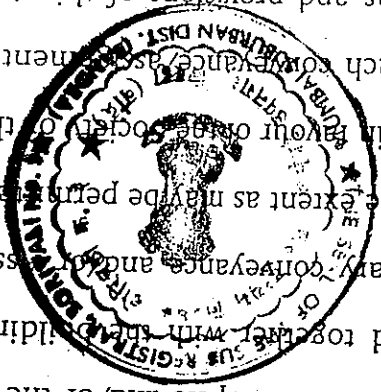


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application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or Limited Company and for becoming a member, including the bye-laws of the proposed society and duly filled 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 time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale, management and Transfer) Rules, 1964 No objection shall be taken by the 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 buildings/s by obtaining or executing the necessary conveyance and 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 of 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.

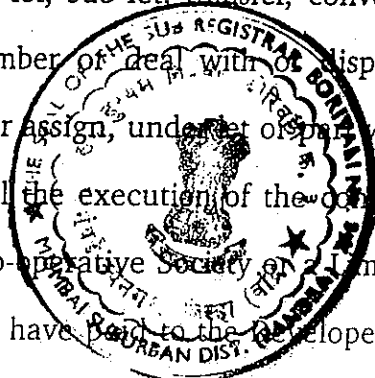


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33. The Developers shall give possession of the flat to the flat purchasers on or before _____ day of _____ 2001. If the Developers fail to or neglect to give possession of the flat to the flat purchaser/s on account of reasons beyond his control and 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, under let 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 Limited Company and till the purchasers shall have paid to the Developers all the moneys payable to the Developers under this Agreement.



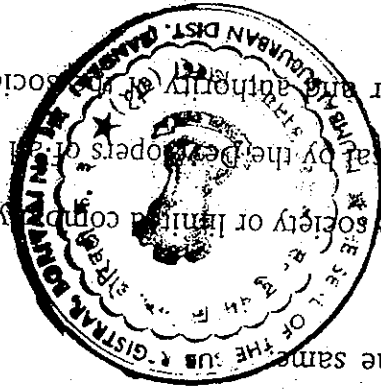
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36. The Purchaser shall permit the Developers and their Surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon his/her/their shop/flat/parking space or any part thereof for the purpose of repairing any 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 time demolish or cause to be demolished the flat/parking space or any part thereof agreed to be taken by his/her, nor will he/she/they at any time make or cause to be done any additions, alterations or 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



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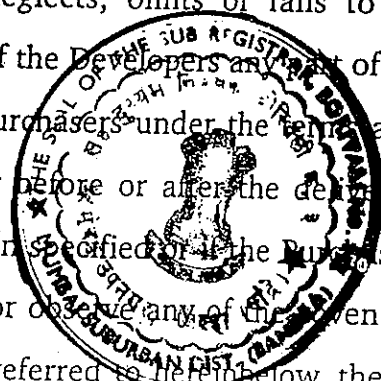
so formed or of the purchasers herein and other purchasers of the flats shall be subject to be overall powers of the Developers in any of the matter concerning the building construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute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

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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 ejection 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 documents, 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, kinds of taxes including sales tax if any, that may be levied by the State or Central Government.

This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Rules 1964 and Maharashtra

Ownership Flats Act, 1963, or any other provisions of law applicable thereto.



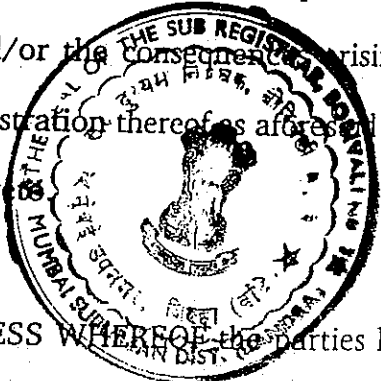
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45. The Purchasers shall lodge this Agreement for registration at his own costs to the Registration charges stamp duty within 2 months from the date of this agreement and intimate to the Developers within 2 days from the date of the lodging. The date 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 Plot No. 3 out of Plot No. 24-B of T.P. Scheme No. II, Borivli bearing C.T.S. No. 506 (part)

506 (part)

On or towards the North : By M. G. Road (part) of Plot No. 24-B of T.P. Scheme No. II, Borivli bearing C.T.S. No. 506 (part)

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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)

Prityam
PARTNER/S

1. _____)

2. _____)

SIGNED, SEALED AND DELIVERED by)

the withinnamed "THE PURCHASER/S")

SHRI/SMT./KUM/MS. Dr. PATTAN)

C.S. SHAH)

OK

in the presence of)

1. _____)

2. _____)

RECEIVED on the day and year first)

hereinabove written of and from the)

withinnamed Purchaser/s, the sum of)

Rs. 50000/- (Rupees Fifty)

Thousand only)

CHEQUE NO. 727626

DATED 25/12/03

DRAWN ON syndicate

Bank

BRANCH Jogeswari

amount as mentioned within to be paid by)

him/her/them paid to us)



SAY RECEIVED

M/s. KRISHNA DEVELOPERS

Prityam
PARTNER/S

WITNESSES :

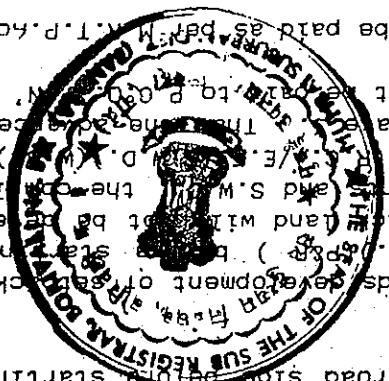
1. Bhambhani KAWA CHITLSELI

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shall not be

7. That a regd. u/t. for paying difference in premium shall not be submitted.
6. That P.C.O. charges shall not be paid to P.C.O. R/N.
5. That the development charges shall not be paid as per M.A.T.P. Act.
4. That the specifications for layout/roads development of the plot shall not be obtained from E.E.(R.C.)(W.S.)(P.R.) before submitting Bldg. Completion Certificate. The same shall be paid towards Insecticide treatment shall not be paid to P.C.O. Ward.
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 murrum, earth, boulders, etc. and towards road side before starting the 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).
1. That the commencement Certificate under Sec. 44/69(I)(a) of the M. R. T. Act will not be obtained before starting the proposed work.



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

With reference to your Notice, letter No. 237 dated 2/11/1996 and delivered on 8/11/1996 and the plans, Sections Specifications and Description and further particulars furnished to me under your letter, dated 1996. I have to inform you that I cannot approve Kanheri, Borivelli/East, TPS II and details of your building, etc. under Section 346 of the Bombay Municipal Corporation Act as amended upto date, my disapproval by thereof reasons :-

Shri Suman J. Kapadia.

Mumbai, 18 FEB-1999
Municipal Office,

MEMORANDUM

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

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

Form 346
88
In replying please quote No. and date of this letter.

to the provision of Urban Land to the provision of Urban Land
This E.O.B./C.O. is issued subject to the provision of Urban Land
B/C/A

BMP-939-97-15,000 Forms
Borivelli (West, Mumbai-400 067)
Mr. Babarub Market, Bldg.
E.O. Reg. Bldg. Prop. (W.S.) P. R. N. Ward
Date of the

() 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 requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, 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 contravene 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 empowered 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 part of 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 notice of erection of a new building or occupation of 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 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 is further drawn to the provision of Section 353-A of the Act of the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated in accordance with the provisions of Section 147 (1) (aa) of the Bombay Municipal Corporation Act.

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

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

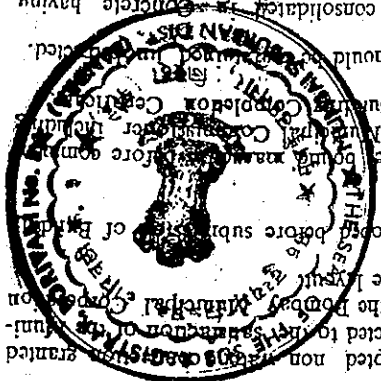
Attention is drawn to the notes Accompanying this Intimation of Disapproval



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- (1) The work should not be started unless objections are compiled with the work and during the progress of the construction work.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store structures for storing construction material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stacked in front of the property. The scaffolding, 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 obtaining all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above ground should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. _____ of _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non-compliance of the Municipal Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water before submission of Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be consolidated in concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (17) The surrounding open spaces around the building should be consolidated in concrete having foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owners hold B.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owners hold B.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

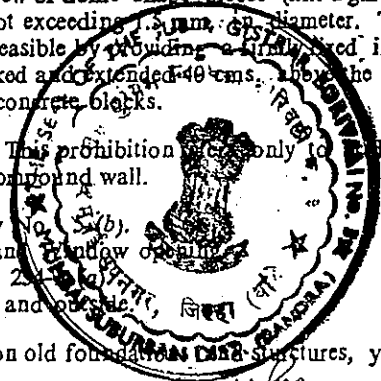


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NOTES

No. EB/CH/A-0564 /BS

- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (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 withdrawn.
- (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 evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will 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 arrangement 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 fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of (a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 30 mm in diameter. The cistern shall be made easily, safely and permanently a ceasible by providing a finished 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 is only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5(b).
 (b) Lintels or Arches should be provided over Door and Window openings.
 (c) The drains should be laid as require under Section 24.
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.


 Executive Engineer, Building Proposals
 Executive Engineer

20th Floor, Municipal Corporation, Greater Mumbai

COPY TO LICENSED SURVEYOR/OWNER

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8. That Regd.undertaking for not allowing occupation before obtaining occupation permission.
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 M.R/N.
19. That extra water and sewerage charges will not be paid to M.R/N.
20. That the true copy of the sanctioned layout/revision/awaiting approval u/no.CE/SSI/LOP dt. 5.4.83 alongwith C.C. and compliance thereon will not be submitted before submission of B.C.C.
21. That the copy of the application made for Non-Regd.occupational permission shall not be submitted before requesting for C.C.



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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. will not be obtained from H.E.'s deptt. regarding adequacy of water supply.

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



MUNICIPAL COMMISSIONER, SUBURBAN DISTRICT, MUMBAI
The Municipal Commissioner, Suburban District, Mumbai
MUMBAI - 400 001

J. R. Mylar
Executive Engineer
Dist. Engineer
99232 33
R003

FOR

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

2003
99932-132
For and on behalf of Local Authority Brihanmumbai Mahanagarपालिका

The Municipal Commissioner has appointed Assistant Engineer to exercise his powers and functions under section 45 of the said Act. This C.C. is restricted for work upto 11th day.

7. The condition of this certificate shall be binding not only on the applicant but on his executors, assignees, administrators and successors and every person deriving title through or under him. (c) The Municipal Commissioner of Greater Mumbai is satisfied that the title 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 parted out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

(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.

- This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
- The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not accordance with the sanctioned plans.
- The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you.
- This commencement Certificate is renewable every year but such extended period shall be 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.

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.

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 36 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 BOITVIL(E) Ward R/NORTH

With reference to your application No. 8922 dated 8.11.96 for

Sir,
To
Shri Suman V. Kapadia
Owner

COMMENCEMENT CERTIFICATE

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")
NO. CHE / A-0564 /BP (WS) /AP /AR
15 JUN 1999

BRIHANMUMBAI MAHANAGARPALIKA

Office of the
Ex. Eng. Bldg. Prem. (West) M. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.
(Celling and Regulation) Act, 1976
Kandivali (West), Mumbai-400 067

CHE/A-0564/BA/WS/AR

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

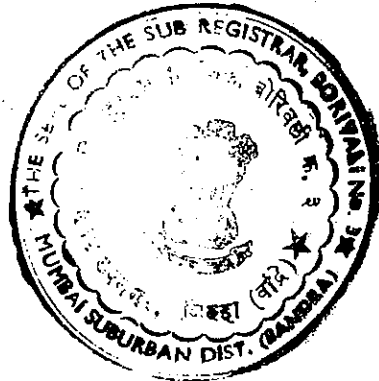
23 SEP 1999

J.R. Mung
23/9/1999
A.E.B. (CR/N)

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

18 MAR 2002

J.R. Mung
14.3.2002
A.E.B. (CR/N)



बदर-६
79732/34
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EXTRACT FROM THE PROPERTY REGISTERED CARD

CITY SURVEY : BORIVALI TALUKA : BORIVALI

DIST. BOMBAY
SUBURBAN
DIST

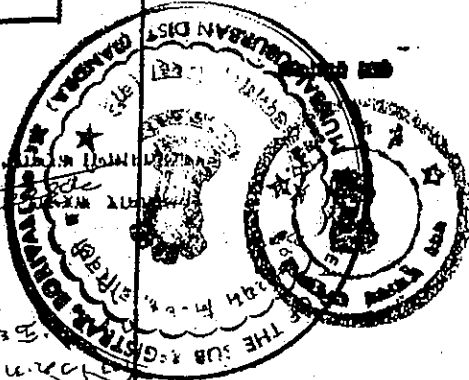
APP. NO. 1

City Survey	Area Sq. Mues.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
502/3	✓	✓	✓

Assessment	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 Encumbrance (%)	Attestation
502/3	✓	✓	✓	✓

Handwritten entries in the table above, including names and dates, which appear to be mirrored or repeated text.

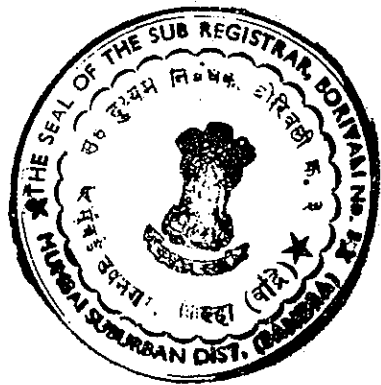


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Handwritten notes in the right margin, including the name 'S. J. ...' and other illegible text.

(3m2530)

~~पंजीकृत मालिका~~ 21000 ~~पट्टा क्र. 2~~
~~पंजीकृत मालिका~~ 21000 ~~पट्टा क्र. 9-210~~
~~पंजीकृत मालिका~~ 9000
~~पंजीकृत मालिका~~ ~~पट्टा क्र.~~



बदर-६
१११३२ ३५
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99932-132
 2003

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

1. One late Shri Jeshtharam S. Kapadia father of Mr. Sumant J. Kapadia during his lifetime was owner of a larger plot of land admeasuring NO. 24-B, T.P.S. referred to. The property described above is the part of the said property. The said Shri Jeshtharam S. Kapadia died intestate on 31st March 1976 leaving behind him his 7 sons as his legal representatives under Hindu Law under which he was governed at the time of his death.



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

Re: Plot of land being plot No. 3 out of plot No. 24-B, T.P.S. No. II, Borivali 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. Borivali, Mumbai Sub-urban District within registration District and Sub-District Mumbai Suburban.

TITLE CERTIFICATE

November 19, 2001

N/ 886 /2001

REF. NO.

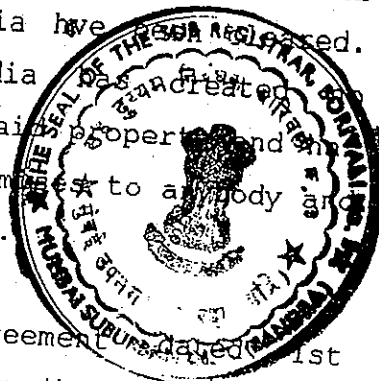
DATE

N. N. VAISHNAWA & CO. (Regd.)
 ADVOCATES
 JER MAHAL, 1ST FLOOR, DHOBI TALAO, MUMBAI - 400 002.
 Email : nrv_co@hotmail.com • nrv_co@rediff.com
 Tel : 206 12 62
 201 68 97
 205 95 79
 Fax : 208 03 06

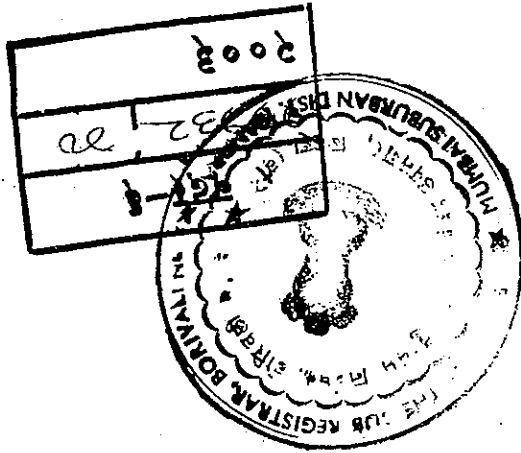
Serial No.806/ 83 on 20th August, 1983 and made between the said 7 sons of Mr. Kapadia, partitioning the property including the said property admeasuring 6414.52 sq. meters.

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 JOD 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 no 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
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(N.N. Vaidya)
 Partner
 Advocates High Court

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

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.

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

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

Continuation Sheet No.



SHOP No.2
30'6" x 12'0"
+5'3" x 9'6"
+3'3" x 5'9"

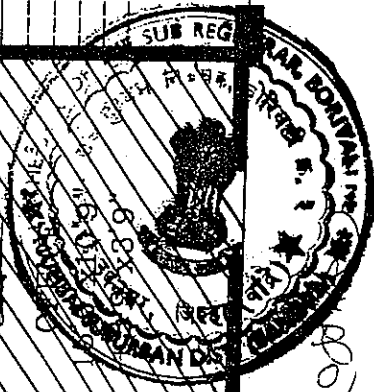
SHOP No.1
24'0" x 12'9"

W.C.
4'0" x 3'3"

W.C.
3'3" x 4'3"

W.C.

बदा-8
99932 129
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SHOP NO 3 (copy)

GROUND FLOOR PLAN

60'0" M. G. ROAD

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

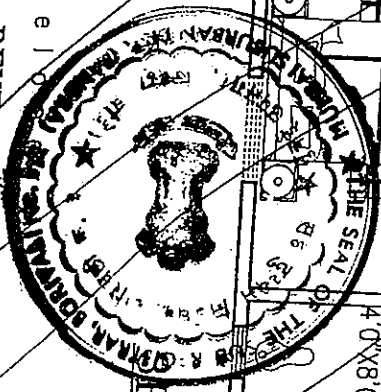
"**MATRU ASHISH**"
ON PLOT BEARING C.T.S. No.508/3 OF VILLAGE KANHERI,
AT BORIVALI (EAST), MUMBAI-

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

99932 : 2
2003

2003

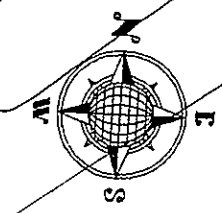
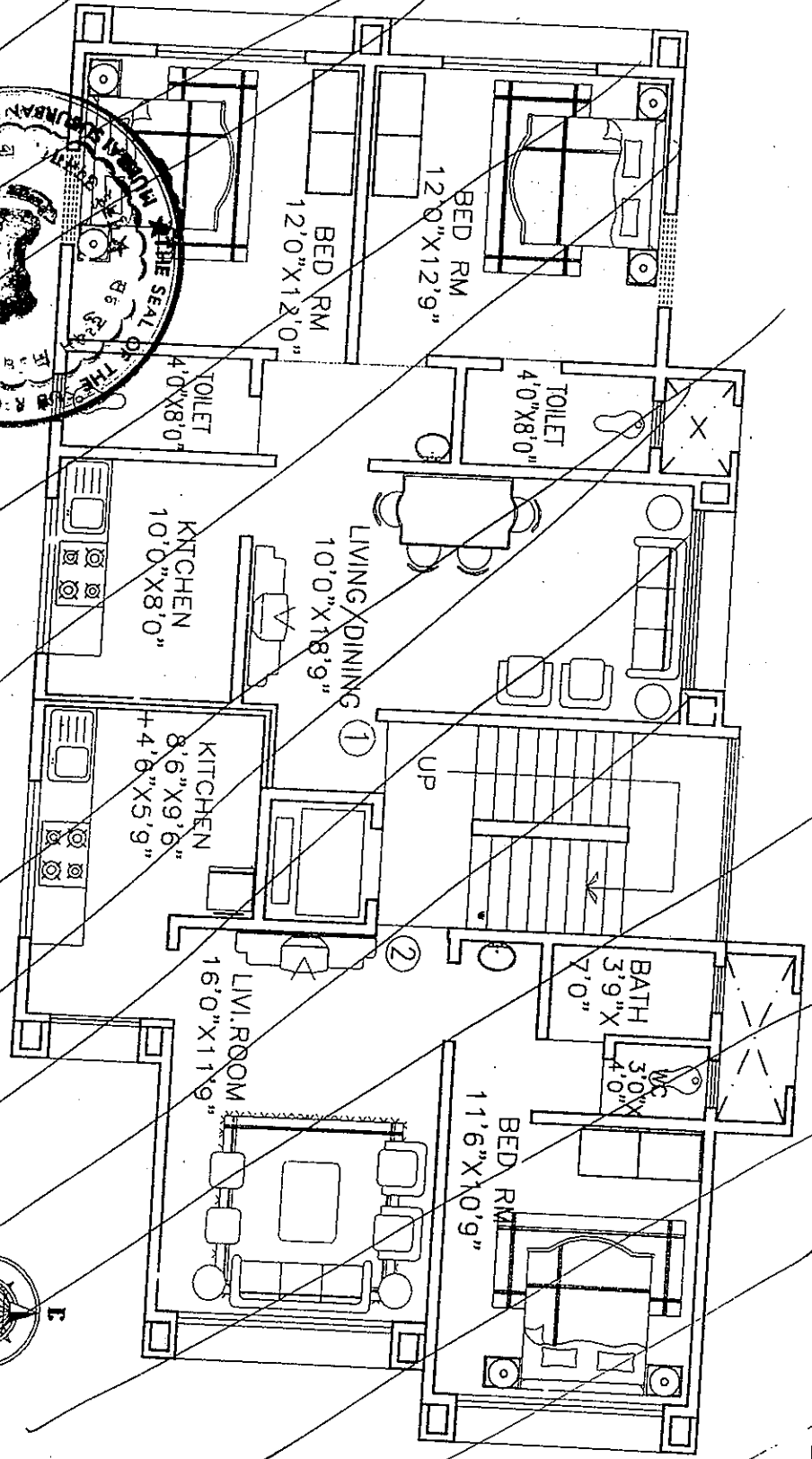
devel
KRISHNA DEVELOPERS
BORIVALI (East), MUMBAI-66.



RD TO 6TH FLOOR PLAN
ON PLOT BEARING C.T.S. No. 506/3
OF VILLAGE KANNERI, MG RD. BORIVALI (E).

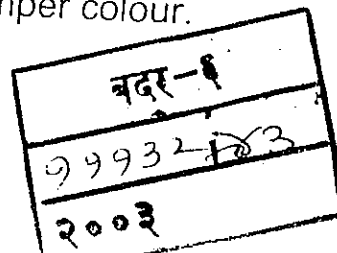
MATRU ASHISH

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



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 ^{marble window seal} granite photo frame with molding.
- 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 wire with super accessory. common Cable point and concealed telephone connection.
10. COLOUR : P.O.P. finishing and distemper colour.



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 _____ 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

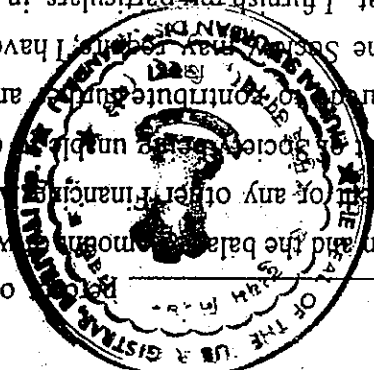
from which the Society may obtain loan in event the Society is unable to obtain

loan to the extent of its expectation, I am prepared to contribute _____ 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:-



2003
299327
471-4

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")



बदर-६
७९९३२४४
२००३

श्रीरत प्रिंटरक कर्माकर, २०००/१४/५, क्र. २५/५-१, दि. २४/३/२०००

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

Page 1 of 1

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : 386797
 Received From : DR. PATTAN C SUBHAN SHAH
 On Account of : SALE OF STAMPS
 Counter No. CNT-2

Mode of Payment : DD/PO/CHOI
 RBI-Challan No. : 704053
 Date : 20-DEC-03
 Bank Name & Branch : PUNJAB NATIONAL BANK (PNB)
 Area Code : 0
 Amount (in Rs.) : 62,000.00

Case No. :
 Lot No. :
 Description of Stamps / Franking :
 Sr. No. : 1

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

Total : 62,000.00	
62,000.00	62,000.00

62000
 99932123
 477-4



Cashier / Accountant : V. M. D...
 Sub-Registrar :
 At the time of registration, please produce the original receipt before the

Sixty Two Thousand only

62000

Rupees :

62,000.00





26/12/2003

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

वदर6

10:50:24 am

बोरीवली 3 (बोरीवली)

दस्त क्र 11132/2003

दस्त क्रमांक : 11132/2003

दस्ताचा प्रकार : करारनामा

अ.नु.क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

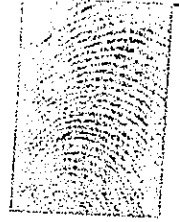
अंगठ्याचा ठसा

1 नाव: पटान चित्रा सुभान शाह
पत्ता: घर/प्लॉट नं: 139
गल्ली/रस्ता: -
ईमारतीचे नाव: कांतारिया
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: जोगेश्वरी घ मुं
तालुका: -
पिन: 101

लिहून घेणार

वय 46

सही



2 नाव: मेसर्स कृष्णा डेव्ह. प्रा लि तर्फे विजय - रयानी
पत्ता: घर/प्लॉट नं: -
गल्ली/रस्ता: दौलत नगर
ईमारतीचे नाव: कनल इंड. इस्टेट
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: बोरीवली पू मुं
तालुका: -
पिन: -

लिहून देणार

वय 42

सही



वदर-६

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REGISTRATION NO. 11132/2003

REGISTRATION NO. 11132/2003

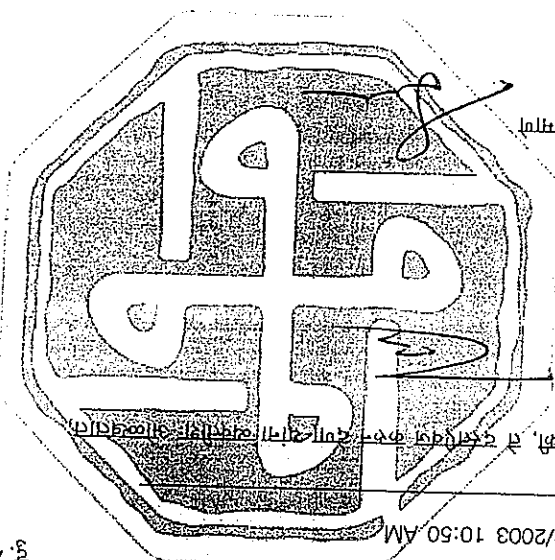
REGISTRATION NO. 11132/2003



REGISTRATION NO. 11132/2003

REGISTRATION NO. 11132/2003

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