

0181
Mohammed Ravi Prasad

ROHAN

Group

AGREEMENT

Name of the Building : "SHIVTAPI"

Name : MR. BRIJKISHORE RAMBILAS MANIYAR
& ANR.

Flat /Shop No. : 801 Floor : 8th.

GOODWILL PROPERTIES PVT. LTD.
Gordhan Building No. II, 12-14, Dr. Parekh Street,
Prarthana Samaj, Mumbai - 400 004.



Tuesday, June 06, 2006

3:38:44 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 5727

गावाचे नाव गिरगाव

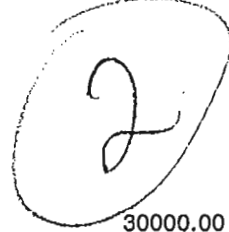
दिनांक 06/06/2006

दस्तऐवजाचा अनुक्रमांक

बबड - 05644 - 2006

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: ब्रिजकिशोर रामबिलास मणियार

नोंदणी फी

:- 30000.00

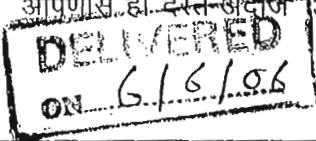
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

:- 780.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (39)

एकूण रु. 30780.00

आपूर्णास ह्या दस्त-अंदाजे 3:53PM ह्या वेळेस मिळेल



m

दुय्यम निबंधक
मुंबई शहर 1 (फोर्ट)

बाजार मुल्य: 11273496 रु. मोबदला: 11000000 रु.

भरलेले मुद्रांक शुल्क: 547500 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: सिटी बँक ;

डीडी/धनाकर्ष क्रमांक: 313923; रक्कम: 30000 रु.; दिनांक: 30/05/2006

Porziamme

FRANKING DEPOSIT SLIP

Pay to : ICICI Bank Ltd. A/C Stamp Duty

Franking Value	Rs.	5,47,500/-
Service Charges	Rs.	10/-
Total	Rs.	5,47,510/-

Name of Stamp duty paying party :
MR. Brijkishor R. Maniyar And
Shivtepi Apartment

Flat No. 801, 8th floor,
H. G. Rd, Gairmalevi,
Mumbai - 07.

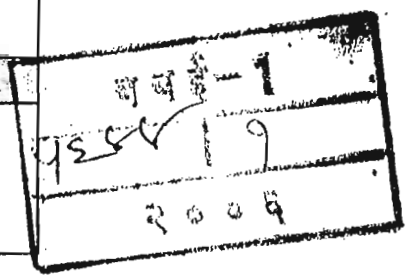
Recd. J With Thanks
Rs 5,47,500/- towards
Payment of Stamp Duty

DD / Cheque No. "31392"

Drawn on Bank Citibank
Mumbai



Tran ID
Franking Sr. No. 3899
Officer



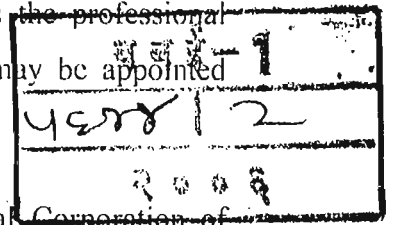
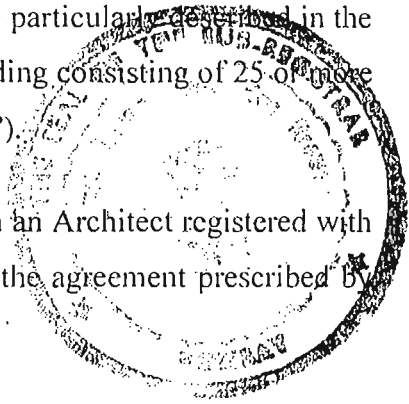
THIS AGREEMENT made at Mumbai this 3RD day of JUNE in the Christian Year Two Thousand and Six between M/S.GOODWILL PROPERTIES PVT.LTD., a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Gordhan Building No. II, 2nd floor, 12-14 Dr. Parekh Street. Prarthana Samaj, Mumbai 400 004, hereinafter referred to as the "PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part AND MR. BRIJKISHORE RAMBILAS MANIYAR aged 40 years presently residing at 119, Wardhaman Nagar, Near Radhakrishna Temple, Nagpur - 440008 AND MR. RAJKISHORE BALKISHAN MANIYAR aged 38 years, presently residing at 1201/B, Sukhda Co-op. Hsg. Society, Sir Pochkhanwala Road, Worli, Mumbai 400 025, both presently in Mumbai, Inhabitants, hereinafter called the "FLAT PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/hers/the respective heirs, executors, administrators and assigns of the Other Part;

ICICI Bank Ltd.
30 Mumbai Samachar
Mang. For Mumbai-400001
D.S:STFW/C.R.101101/2004/2099-20
Rajesh Sarda
Officer
ICICI Bank Ltd.
Stamp Duty
MAHARASHTRA
189306
JUN 01 2006
11.47

Am
B
Am

WHEREAS :

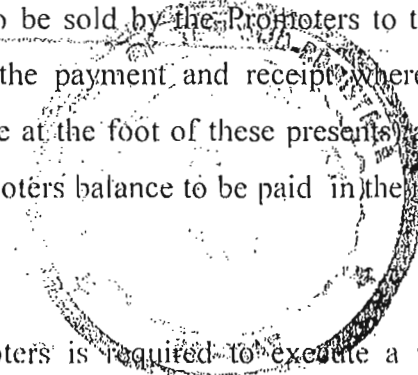
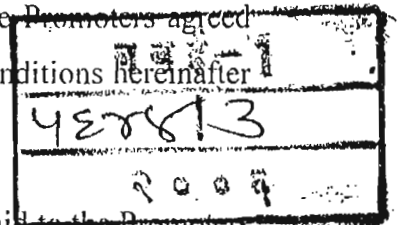
- (a) By an agreement dated 24th December, 1991 read with Supplemental Agreement dated 20th November, 1992 entered into by and between Mrs. Jayshreedevi Onkar Ban and Mrs. Gunvantidevi Gautam (hereinafter referred to as "the Owners") and the Promoters herein; the Owners have agreed to sell to the Promoters herein and the Promoters herein have agreed to purchase from the Owners all that piece or parcel of land bearing C.S.No.1553 of Girgaum Division admeasuring 1451.32 sq.mtrs. or thereabouts which property is more particularly described in the Schedule thereunder written (for the sake of brevity hereinafter referred to as "the said Property") which is the same as set out in the Schedule hereunder written and on the terms and conditions set out therein; in respect whereof Appropriate Authority Bombay appointed under Income Tax Act, 1961 have on 24th February, 1992, granted their No Objection.
- (b) By the conveyance dated 21/07/2003 read with Deed of Confirmation dated 24/02/2005 registered under Sr. No.BBE 1-01815-2005 now the promoters are owners and are entitled seized and possessed of the property more particularly described in the Schedule hereunder written.
- (c) The Promoters has constructed on the said property more particularly described in the First Schedule hereunder written a new multistoried building consisting of 25 or more upper floors (hereinafter referred to as "the said building").
- (c) The Promoters has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- (d) The Promoters has appointed a structural Engineer for the preparation of the structural design and drawings of the Buildings and the Promoters accepts the professional supervision of the Architect and the structural engineer, which may be appointed from time to time till the completion of the building.
- (e) The necessary building plans have been sanctioned by Municipal Corporation of Greater Bombay vide their IOD bearing No.EB/7220/D/AR and amended as on dated 17/1/2001 and has also issued Commencement Certificate dated 8th March, 2001 in respect of the said property more particularly described in the Schedule hereunder written, a copy whereof is annexed hereto and marked "A" and "B" respectively.
- (f) The Flat Purchasers demanded from the Promoters and the Promoters have given inspection to the Flat Purchasers of all the documents of title relating to the said



B

property, plans, designs and specifications prepared by the Promoters Architect M/s. Vishwas Satodia and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder:

- (g) The copy of certificate of Title issued by M/s. Shah & Sanghavi, Advocates, Solicitors & Notary of the Promoters, copies of property card showing the nature of the said property on which the flats are to be constructed and the copy of the typical floor plan of the Flat agreed to be purchased by the Flat Purchasers approved by the concerned local authority, have been annexed hereto and marked "C" to "E" respectively.
- (h) The Flat Purchasers applied to the Promoters for allotment to them of Flat No.801 on 8th floor in building to be known as "SHIVTAPI" situated on the property more particularly described in the Schedule hereunder written.
- (i) Prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling & Regulation) Act, 1976, the Flat Purchasers have made a declaration to the effect firstly, that neither the Flat Purchasers nor his/her/their family members (as defined under the Urban Land (C & R) Act of 1976 own a tenements, house or building within the limits of Greater Bombay and secondly that they do not own any flat/premises in any Co-operative Society within the limits of Greater Bombay.
- (j) Relying upon the said application, declaration and agreement, the Promoters agreed to sell to the Purchaser a Flat at the price and on the terms and conditions hereinafter appearing.
- (k) Prior to the execution of these presents the Flat Purchasers have paid to the Promoters a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) being part payment out of the sale price of Rs.1,10,00,000/- of the Flat agreed to be sold by the Promoters to the Flat Purchasers as advance payment or deposit (the payment and receipt whereof the Promoters doth hereby admit and acknowledge at the foot of these presents) and the Flat Purchasers have agreed to pay to the Promoters balance to be paid in the manner hereinafter appearing.
- (l) Under Section 4 of the said Act the Promoters is required to execute a written Statement for Sale of said Flat to the Flat Purchasers being in fact these presents and also to register said agreement under the Indian Registration Act, 1908.



B A

(m) Permanent Account Number of the parties hereto are as under:

M/S. GOODWILL PROPERTIES PVT. LTD. - AACG1996Q(PROMOTERS)
MR. BRIJKISHORE RAMVILAS MANIYAR - AIEPM7908B(PURCHASER)
MR.RAJKISHORE BALKISHAN MANIYAR- AACPM9799E (PURCHASER)

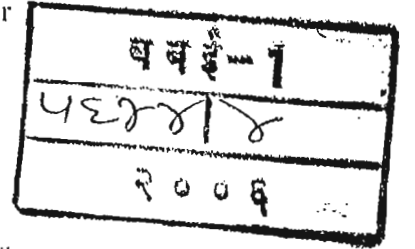
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoters shall construct the said building to be known as "SHIVTAPI" consisting of 25 or more upper floors on the land lying and being at Gamdevi and more particularly described in the Schedule hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchasers with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned Local Authority/the Government to be made in them or any of them.

PROVIDED that the Promoters shall have to obtain prior consent in writing of the Flat Purchasers in respect of such variations or modifications which may adversely affect the Flat of the Purchaser and not otherwise.

2. The Flat Purchasers hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Flat Purchasers a flat No.801 admeasuring 983.34 sq.ft. carpet area on 8th floor as shown on the floor plan thereof hereto annexed and marked "E" in the building to be known as SHIVTAPI (hereinafter referred to as the said Flat) alongwith One car parking space for the price of Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of all the common/limited common areas and facilities. The Flat Purchasers hereby agrees to pay that Promoters the balance payment of the purchase price of Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs Only) in the manner as provided herein under

Rs. 10,00,000/-	Earnest Money
<u>Rs.1,00,00,000/-</u>	Within 20 days of these presents.
Rs.1,10,00,000/-	Total



3. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Local Authority at the time of sanctioning the said plans and thereafter and shall, before handing over possession of the Flat/Shop to the Flat/Shop Purchaser,

[Handwritten signature]

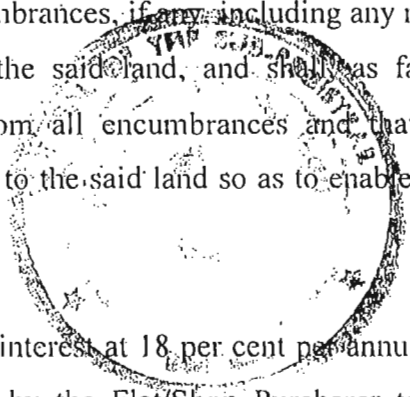
[Handwritten signature]

[Handwritten signature]

obtain from the concerned local authority occupation and/or completion certificate in respect of the Flat.

4. The Promoters hereby declare that the Floor Space Index available in respect of the said land is (Approx) 1451.32 sq.mtrs. only and that no part of the said F.S.I. the Promoters will use elsewhere for any purpose whatsoever. It is specifically agreed that the Developers shall be entitled to obtain Transferable Development Rights (T.D.R.) under Development Control Rules 1991 and utilize the same on the said property more particularly described in the Schedule hereunder written. The Promoters is in process of acquiring adjacent properties which may be amalgamated by the Promoters with the property more particularly described in the Schedule hereunder written and/or utilize F.S.I. of such adjacent properties on the property more particularly described in the Schedule hereunder written or utilize the F.S.I. of the property more particularly described in the Schedule hereunder written on any of the adjacent properties. The residual F.A.R. (F.S.I) in the plot or the layout not consumed will be available to the Promoters till transfer of the said property more particularly described in the Schedule hereunder written along with other adjacent properties in favour of the society.

5. The Promoters hereby agrees that they shall, before handing over possession of the Flat to the Flat Purchasers and in any event before execution of a conveyance of the said land in favour of a corporate body to be formed by the Purchaser of Flats in the building/s to be constructed on the said property make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall as far as practicable, ensure that the said land is free from all encumbrances and that the Promoters have absolute clear and marketable title to the said land so as to enable it to convey to the said society/limited company.



6. The Flat Purchasers agree to pay to the Promoters interest at 18 per cent per annum on all the amounts which become due and payable by the Flat/Shop Purchaser to the Promoters under the terms of this agreement from the date the said amount is payable by the Flat Purchasers to the Promoters.

13/03/2008

7. On the Flat Purchasers committing default in payment on due date of any amount due and payable by the Flat Purchasers to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Flat Purchasers committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at his own option to terminate this Agreement; PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters

B M

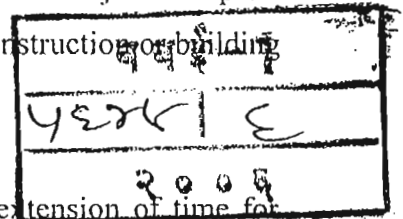
shall have given to the Flat Purchasers fifteen (15) days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchasers in remedying such breach or breaches within a reasonable time after the giving of such notice PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoters shall refund to the Flat Purchasers the installments of sale price of the Flat which may till then have been paid by the Flat Purchasers to the Promoters SAVE AND EXCEPT earnest or deposit paid on or before execution of these presents but the Promoters shall not be liable to pay to the Flat Purchasers any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose off and sell the flat to such person and at such price as the Promoters may in his absolute discretion think fit.

8. The fixtures, fittings and amenities to be provided by the Promoters in the said building and the flat are those that are set out in the Annexure hereto.
9. The Promoters shall give possession of the Flat to the Flat Purchaser on receipt of full purchase price. If the Promoters fails or neglects to given possession of the Flat to the Flat Purchasers on account of reasons beyond his control and/or of his agents as per the provisions of section 8 of Maharashtra Ownership Flat Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoters shall be liable on demand to refund to the Flat Purchasers the amounts already received by him in respect of the Flat with simple interest at nine per cent, per annum from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. PROVIDED that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoters to the Flat Purchasers they shall subject to prior encumbrances if any be a charge on the said land as well as the construction of building in which the Flats are situated or were to be situated.

PROVIDED that the Promoters shall be entitled to reasonable extension of time for giving possession of Flat on the aforesaid date if the completion of building in which the Flat is to be situated is delayed on account of :-

- (i) non availability of steel, cement, other building material, water or electric supply.
- (ii) War, civil commotion or act of God.

(Handwritten signatures)



- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority. (The provisions of this proviso are not mandatory but negotiable).

10. The Flat Purchasers shall take possession of the Flat within 7 days of the Promoters giving written notice to the Flat Purchasers intimating that the said Flat is ready for use and occupation.

PROVIDED THAT if within a period of three years from the date of handing over the flat, the Flat Purchasers brings to the notice of the Promoters any structural defect in the Flat or the building in which the Flat is situated or the material used therein or any unauthorised change in the construction by the Promoters of the said building, then, wherever possible it shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Flat Purchasers shall be entitled to receive from the Promoters reasonable compensation.

11. Flat Purchasers are fully aware that name of the building hereby constructed on the said property more particularly described in the Schedule hereunder written shall always be "SHIVTAPI" and that name of building shall never be changed, and that covenant to that effect shall be inserted into conveyance to be executed by the owners in favour of the society/Ltd Co. (as the case may be) Flat Purchasers are also made aware that following inscription shall be put up at a place as the Promoters may deem fit and proper i.e. "Built to the Memory of Tapibai and Shivgirji by their grand-daughters Jaishri and Gunvanti" and covenant to that effect would be inserted in the conveyance to be executed by the owners in favour of Society/Limited Co (as the case may be) Flat Purchasers agree to the above and shall not raise any objection in that respect.

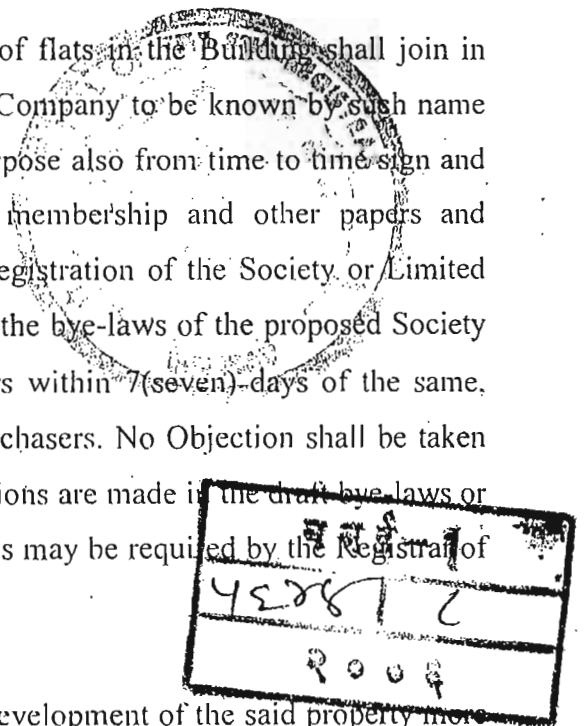
12. The Flat Purchasers shall use the Flat or any part thereof or permit the same to be used only for purpose of residence only. He/she shall use the open parking space only for purpose of for keeping or parking the Flat/Shop Purchaser' vehicle and for no other purpose.

13. The Flat Purchasers doth hereby covenant with the Promoters not to use the Flat agreed to be purchased to carry on any business therein of running a restaurant and/or eating house and/or selling any prepared/cooked vegetarian and/or non-vegetarian food and/or sale any alcoholic drinks either by opening bar or otherwise and/or carry on any business/activity which is gambling by nature. It is agreed by and between the parties hereto that the society/limited company, which may be formed by all the Flat Purchasers, shall also contain aforesaid covenant and consequences of breach thereof, which shall be accepted and observed by the Flat Purchasers without any objection and

demur. It is further agreed by and between the parties hereto that the Conveyance, which may be caused to be executed in favour of the society/limited company formed by all the Flat/Shop Purchaser shall also contain covenant to the aforesaid effect.

14. It is agreed between the parties hereto that till the completion of full development of the said property more particularly described in the Schedule hereunder written as also all adjacent properties which may be acquired/purchased by the Promoters and till recovery of all the amounts receivable by the Promoters from all the Flat Purchasers and till all the flats so constructed by the Promoters are sold the open space for parking shall be the sole property of the Promoters and the Promoters shall be entitled to allot and/or sell and/or dispose off the same in any manner as the Promoters may desire. It is further agreed between the parties hereto that the Promoters shall be entitled to lease out such portion of the wall for displaying hoarding Boards for the rent and for such period as the Promoters may deem fit and proper and appropriate the profit thereof without being liable to render the account to anybody in that behalf. It is further agreed by and between the parties hereto that the Promoters shall retain the rights of leasing the walls for displaying the hoarding boards in their favour and/or in favour of their nominee and such covenants shall be incorporated in the Conveyance to be executed in favour of the Society/Limited Company (as the case may be).

15. The Flat Purchasers along with other Purchaser of flats in the Building shall join in forming and registering the Society or a Limited Company to be known by such name as the Flat Purchasers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7(seven) days of the same, being forwarded by the Promoters to the Flat Purchasers. No Objection shall be taken by the Flat Purchasers if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Society/Companies.



16. The Promoters shall after the completion of full development of the said property more particularly described in the Schedule hereunder written as also all adjacent properties which may be acquired/purchased by the Promoters and till recovery of all the amounts receivable by the Promoters from all the Flat Purchasers and till all the flats so constructed by the Promoters are sold, cause to be transferred to the Society or Limited Company as the case may be all the right title and interest of the Promoters and of the Owner in the said property together with building/s by obtaining or executing the necessary conveyance of the said land for to the extent as may be permitted by the

authorities and the said building in favour of such Society or Limited Company, as the case may be and such conveyance shall be in keeping with the terms and provisions of this Agreement.

17. Commencing a week after notice in writing is given by the Promoters to the Flat Purchasers that the Flat is ready for use and occupation, the Flat Purchasers shall be liable to bear and pay the proportionate share i.e in proportion to the floor area of the Flat of outgoings in respect of the said land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/Limited Company is formed and the said land and building/s transferred to it, the Flat Purchasers shall pay to the Promoters such proportionate share of outgoings as may be determined. The Flat Purchasers further agrees that till the Flat Purchasers share is so determined the Flat Purchasers shall pay to the Promoters Provisional monthly contribution of Rs.4000/- per month towards/ the outgoings. The amounts so paid by the Flat Purchasers to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of the society or a limited company as aforesaid subject to the provision of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deduction provided for this agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be. The Flat Purchasers undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

18. The Flat Purchasers shall on or before delivery of possession of the said premises keep deposited with the Promoters the following amounts:

- | | |
|--|---------|
| | नवंबर-१ |
| | ५२४४१९ |
| | २००५ |
- (i) Rs.15,000/- for legal charges
(ii) Rs.350/- for share money application entrance fee of the Society or Ltd. Co.
(iii) Rs.5,000/- for formation and registration of the Society or Limited Company
(iv) Rs.11,000/- for proportionate share of taxes and other charges
(v) Rs.10,000/- towards deposit for electric meter/water meter and misc. expenditure in that behalf.

19. The Promoters shall utilise the aggregate sum of Rs.20,000/- paid by the Flat/Shop Purchaser under clause 18(i) and (iii) above to the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Attorney at-law/Advocates of the Promoters in connection with formation of the said Society or as the case may

Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance without being liable to render the account for the same wither to Flat Purchasers and/or to the Society/Limited Company as the case may be.

20. The Flat Purchasers shall contribute Flat Purchasers' appropriate share of stamp duty and registration charges payable, if any, on the conveyance and/or any document and/or instrument of transfer in respect of the said property and the building, to be executed in favour of the society or limited company. If any further amount towards stamp duty and/or registration charges become payable the same shall be borne and paid by the Flat Purchasers proportionately and the Promoters shall not be liable to pay any amount for the same in any manner whatsoever for this flat purchased by the Purchaser.

21. The Flat Purchasers for himself/themselves with intention to bring all persons into the said Flat doth hereby covenant with the Promoters as follows:

(a) To maintain the Flat at his own cost and in good tenantable repair and condition from the date of possession of the Flat and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws of the society or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat itself or any part thereof.

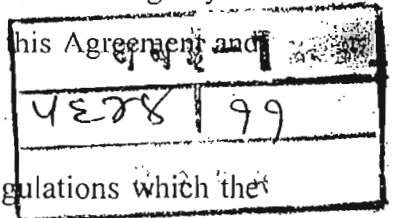
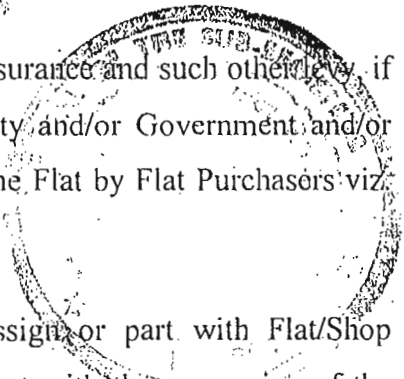
(b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Flat is situated or storing of which goods is objected to by the concerned local other authority and shall not carry or cause to be carried heavy packages whose upper floors, which may damage or likely to damage the staircases, common passages or any other structures of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Room/Shop is situated or the Flat on account of negligence or default of the Flat Purchasers shall be liable for the consequences of the Breach.

(c) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Promoters to the Flat Purchasers and shall not do or suffering to be done anything in or to the building in which the Flat is situated or the Flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchasers committing any act in contravention of the above provision, the

Flat Purchasers shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.

- (d) Not to demolish or cause to be demolished the Flat or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep, the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.
- (e) To do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the Flat is situated or any part thereof whereby any increase in premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the Window/balcony in the compound or any portion of the said land and the building in which the Flat is situated.
- (g) Pay to the Promoters within seven days of demand by the Promoters, his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other tax, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by Flat Purchasers viz: User for any purposes other than for residential purpose.
- (i) The Flat Purchasers shall not let, sub-let, transfer, assign or part with Flat/Shop Purchaser interest or benefit under this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchasers to the Promoters under this Agreement are fully paid up and only if the Flat Purchasers had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchasers have intimated in writing to the Promoters.
- (j) The Flat Purchasers shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt, at its inception and the additions, alternations or amendments thereof that may be made from time to time for protection



[Handwritten signatures]

and maintenance of the said building and the Flats therein and for the observance and performance of the building Rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchasers shall also observe and perform all the stipulation and conditions laid down by the Society/Limited Company regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(k) Till a conveyance of building in which the Flat is situated is executed the Flat Purchasers shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

22. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Flat Purchasers as advance or deposit, sums received on account of the share capital for promotion of the co-operative society or a company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

23. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchasers by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchasers nor shall the same in any manner prejudice to the rights of the Promoters.

24. The Flat Purchasers and/or the Promoters shall present this Agreement as well as the conveyance at the proper Registration Office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

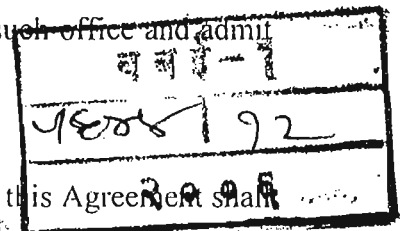
25. All notices to be served on the Flat Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchasers by registered Post A.D., at their respective address specified below:

MR. BRIJKISHORE RAMVILAS MANIYAR
119, Wardhman Nagar,
Near Radhakrishna Temple,
Nagpur - 440008.

AND


MR. RAJKISHORE BALKISHAN MANIYAR
1201/B, Sukhda Co-op. Hsg. Society,
Sir. Pochkhanwala Road, Warli,
Mumbai 400 025

RA






of Ramchandra Harji, on the West by Damer Lane, on the North by property of Tapibai Shivgir and on the South by private passage.

SIGNED, SEALED AND DELIVERED
by the withinnamed Promoters
GOODWILL PROPERTIES PVT.LTD
in the presence of

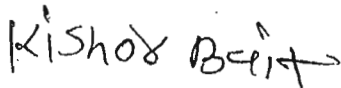
) **For GOODWILL PROPERTIES**
) **PVT. LTD**
)
) 
) **DIRECTOR**

SIGNED, SEALED AND DELIVERED)
by the withinnamed Flat Purchasers)
MR. BRIJKISHORE RAMBILAS MANIYAR AND)
MR. RAJKISHORE BALKISHAN MANIYAR)
in the presence of)

RECEIVED a sum of Rs.10.00,000/- (Rupees Ten)
Lacs Only) Vide Cheque No.793114 Dated)
15.04.2006 drawn Citibank, Mumbai by the)
withinnamed Flat Purchasers being the amount of)
earnest money payable by them to us)

Rs.10,00,000/-

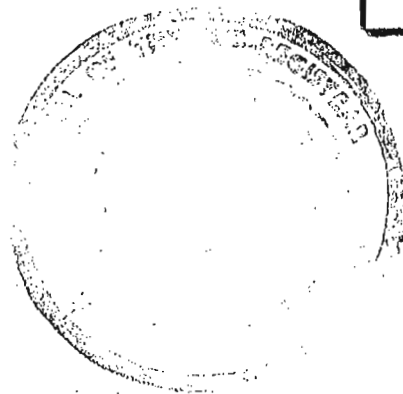

Kishor Beil

WITNESSES :

WE SAY RECEIVED
For GOODWILL PROPERTIES PVT.LTD


DIRECTOR

१५-१
४६/२३५
२००६



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.
BB/T220/D/AR of

No. E. B./CE/

DS'A

of 1997-2000

MEMORANDUM

Municipal Office,

Mumbai 16/12/1999

Shri Jitendra H. Mehta & others,
Power of Attorney Holders,
M/s. Goodwill Properties Pvt. Ltd.,
4th floor, Asia Publishing House,
Calicut Street, Ballard Estate, Fort, Mumbai-400 038.

With reference to your Notice, letter No. 001544 dated 2.8.99 199 and delivered on 18.8.99 and the plans, Sections Specifications and Description and further particulars and details of your building at op. plot bearing No. 1553 of 1958am Division furnished to me under your letter, dated 18.8.99 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 Corporation Act as amended upto-date, my disapproval by thereof reasons :-

Plans at page :

Staircase Premium : As per prevailing land rate.

I.O.D. Deposit : Rs. 30,260/-

Deposit for Debris Removal : Rs. 10,000/-

Premium Towards Deficiency : As per prevailing land rate.

Name of the Power of Attorney Holders : Shri Jitendra N. Mehta & others,
M/s. Goodwill Properties Pvt. Ltd.,
4th floor, Asia Publishing House,
Calicut Street, Ballard Estate,
Fort, Mumbai-400 038.

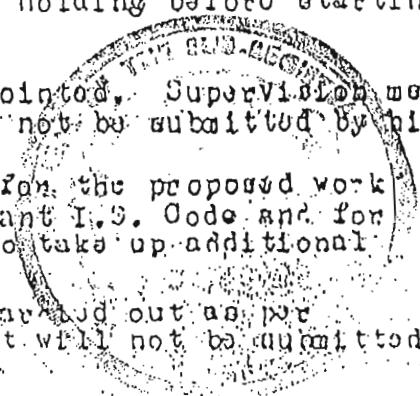
Name of the Architect : Shri Vishwas Satodia,
Architect,
102/A, Hafizi House, S.V. Road,
Jogeshwari (W), Mumbai-400 102.

TRUE COPY
VISHWAS SATODIA
102/A, HAFIZI HOUSE,
S.V. RD., JOGESHWARI (W),
BOMBAY-400 102.

4288/99
2008

A) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL,

- 1) That the Commencement Certificate under Section 44/69(1)(a) of the M.R. & T.P. Act will not be obtained before starting the proposed work
- 2) That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
- 3) That the Structural Engineer will not be appointed. Supervision memo as per Appendix XI (Regulation 5(3)(IX) will not be submitted by him.
- 4) That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
- 5) That the sanitary arrangement shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.



() 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 works at any time 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 by-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.

Sd/-

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—

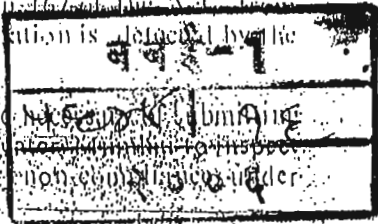
"Every person who shall erect any new domestic building shall cause the same to be built so that every part of the plinth shall be—

"(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. This 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 467 of the Act on 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 about the necessity of obtaining occupation certificate with a view to enable the Municipal Commissioner for 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 as per requirements of Section 347 (1) (a) 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 Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site 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.

A) 6) That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to handover the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer before demanding C.O. and that the ownership of the setback land will not be transferred in the name of M.C.O.M. before C.O.

7) That the agreement with the existing tenant along with the plans will not be submitted before 7. and/or before demolishing existing structure.

- 8) That the Indemnity Bond indemnifying the Corporation for damages, risk, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before O.C./starting the work.
- 9) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before O.C.
- 10) That the Qualified/Registered Site Supervisor through Architect/Structural Engineer will not be appointed before O.C.

11) That extra water and sewerage charges will not be paid to A.S.V.V. 'D' Board.

12) That the premium/deposits as follows will not be paid :-

- i) Condoation of deficient open spaces.
- ii) Staircase/lift area benefit.
- iii) Development charges as per M.R. & T.P. (Amendment) Act, 1992.
- iv) Balcony Enclosure fees.

As per prevailing land rate.

TRUE COPY

VISHWAS SATODIA
 102A, HAFSI HOUSE,
 S. V. D. ROAD, HAWARI (W),
 400 008, CO. OP. HOUSING SOCIETY

13) That the registered undertaking for forming Co.Op.Housing Society will not be submitted before O.C.

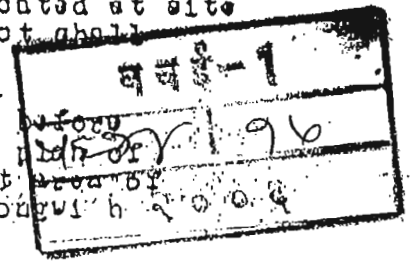
14) That the Owners shall not submit registered undertaking stating that they shall allot the tenements to the existing tenants in newly constructed building on ownership basis in Co.Op.Housing Society to be formed of them and allotment of tenements etc. shall be completed in consultation with M.B.R&T. Board Authority and their clearance obtained before demanding occupation permission.

15) That registered undertaking for compliance of terms and conditions of the M.B.R&T. Board's revised final N.O.C. on Rs.20/- stamp paper shall not be submitted.

16) That the servant toilet shall not be included in the individual agreement for sale and specimen copy of the same shall not be submitted to this office before demanding O.C.

17) That the plot boundaries shall not be got demarcated at site from S.L.R. Deptt. and certificate to that effect shall not be submitted before O.C.

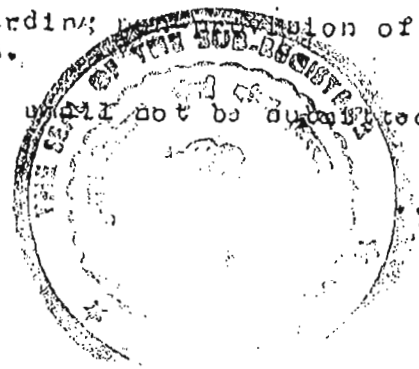
18) That the existing structure shall be demolished before obtaining & submitting final N.O.C. and copy of existing structure alongwith the list and carpet area of existing tenants certified by M.D.R&T. Board alongwith agreements with existing tenants.



19) That the final N.O.C. issued by MMRDA shall not be got revalidated upto date.

20) That the N.O.C. from B.S.S.T. regarding sub-station shall not be submitted.

21) That the tax clearance certificate shall not be submitted.



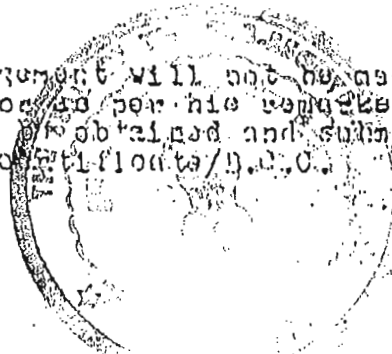
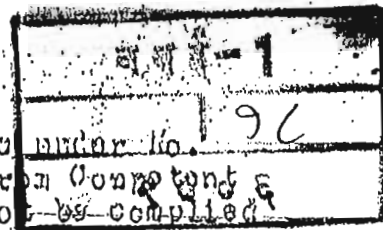
- A) 22) That the advance payment of Insecticide treatment shall not be ~~submitted~~ paid to Pest Control Office, 'D' Ward before obtaining C.O.
- 23) That the Indemnity Bond indemnifying the H.O.C.M. for litigation arising out of ownership/tenancy shall not be submitted.
- 24) That the N.O.C. from M.T.N.L. for proposed roos for installation of telephone concentrator shall not be submitted before demanding C.O.
- 25) That the remarks from S.S.P.O. for proposed parking on podiums shall not be submitted.
- 26) That the N.O.C. from H.S., S.S. (S.W.D.), S.S.P. (P&D) shall not be submitted before demanding C.O.
- 27) That the consent from H.A. tenants for proposed conversion of H.A. tenants into residential tenements shall not be submitted before asking C.O.

B) BEFORE FURTHER C.O. :

- 1) That the requirement of N.O.C. from C.A.U.L.C. Act will not be complied with before starting the work above plinth level.
- 2) That the drainage layout shall not be got approved from this office.
- 3) That the elevation treatment, if any, shall not be got approved.

C) BEFORE C.O. :

- 1) That the condition mentioned in the clearance order No. C/UIS/DIII/22/4614 dated 23.10.92 obtained from Competent Authority under U.L.(C&?) Act, 1976 will not be complied with.
- 2) That the drainage completion certificate shall not be obtained from this office and/or from S.S.P./S.O. before demanding occupation permission.
- 3) That the allotment of tenements etc. shall be completed in consultation with M.B. & R. Board Authority and their clearance obtained before demanding occupation permission.
- 4) That the dust bin will not be provided as per C.S.'s circular No. CS/9297/II of 26.6.1978.
- 5) That the surface drainage arrangement will not be made in consultation with S.S. (S.W.D.) or in per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/D.O.C.



... 20 ...
No. BB/7220/D/AR of 16/12/97

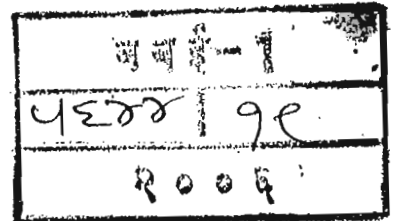
- 6) That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.O. whichever is earlier.
- 7) That final N.O.C. from M.B.R&R. Board based on last approved plan for occupation shall not be submitted.
- 8) That the name plate/board showing plot No., House No., Name of building etc. will not be displayed at a prominent place before O.C./C.O.
- 9) That B.C.O. 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 N.O.C. from Inspector of Lift shall not be submitted.
- 11) That the requirements of M.T.N.L. shall not be complied with.
- 12) That the conditions of N.O.C. issued by C.F.O. shall not be complied with and completion certificate/N.O.C. from C.F.O. shall not be submitted.

TRUE COPY

[Signature]
VISHWAS SATODIA
HAFSI HOUSE,
S.V. RD., JOGESHWARI (W),
BOMBAY-400 102.

D) BEFORE B.C.O. :

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



Notes :

- 1) No additions and alterations are carried out under the pretext of repairs without prior approval of this department.
- 2) This approval is given for carrying out the repairs to the existing authorised portion of the building without prejudice to M.C.C.M's right to initiate action against any unauthorised construction/additions and alterations and any unauthorised change of user in the existing building.
- 3) Repairs shall not be carried out to the existing loft/mezzanine floor unless the documentary evidence regarding existence prior to 1962/64 is submitted to this office and accepted by this office.
- 4) That the Janata Insurance Policy or policy to cover the compensation/claims arising out of Workmen's Compensation Act, 1923 will be taken out before starting the work and also will be renewed during the construction.

No. SR/7220/D/AR of

notes contd..

5) That the floorwise progress report shall be submitted fortnightly.

Sd/-
Executive Engineer
Building Proposals (City) I.

K/20.11.

No. SR/7220/D/AR of 16.11.91

Copy to :- 1) Shri Vishwas Satodia,
Architect.

2) W70. 'D' Ward.

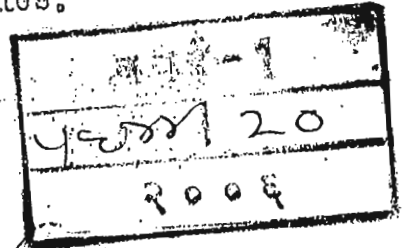
3) A.E.W.W. 'D' Ward.

4) A.E. (Survey).

5) E.E.T & O.

6) A.A. & C. & D&E Ward. - You are requested to examine the case after the works are completed and to enhance the property taxes as per rules.

7) The Chief Officer/Vice Chairman,
M.B.R.R. Board.



Executive Engineer
Building Proposals (City) I.



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM (A)

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

NO: EEBPC/7250/D/14/12/2007

COMMENCEMENT CERTIFICATE

To,

Shri. Jijendra N. Mehta & others
Proprietor of property address

Plot No. 11111111111111111111

11111111111111111111

11111111111111111111

Sir,

With reference to your application No. _____ dated 21/11/2007
for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the
Maharashtra Regional and Town Planning Act, 1966 to carry out development for _____

Proposed: Residential project

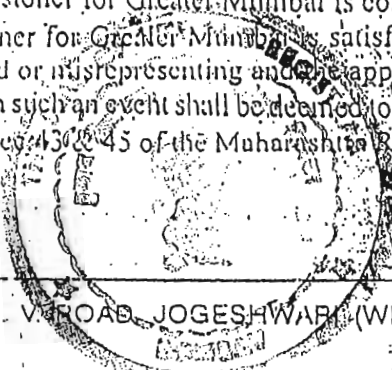
and building permission under Section 346 of the Bombay Municipal Corporation Act, 1888, to
erect a building in Building No. _____ on Plot No./C.S.No./C.T.S. No. 15531

situated at Road/Street _____, Ward

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 in 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. If the Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant 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 Sec. 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.

Municipal Commissioner for Greater Mumbai
15/12/2007



8250/

The conditions 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 him under him.

The Municipal Commissioner has appointed Shri. Santhosh S. C. AE Assistant Engineer, to exercise his powers and functions of the Planning Authority under Section 15 of the said Act.

This C.C. is issued for plotting and only and the Commencement Certificate is valid upto 15/12/2001

REGISTRAR
ARCHITECT & ENGINEER

For and on behalf of Local Authority
The Municipal Corporation of Greater Mumbai

[Signature]
Assistant Engineer

SEBP (C) of Building Proposal (City) (AEP) III
For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

ES/7220/01AR

- Copy to
- 1) Architect
 - 2) W.D. Ward
 - 3) A&W.D. Ward
 - 4) A.A.C. D. Ward

[Signature]
SEBP (C) of Building Proposal (City) (AEP) III

ES/7220/01AR

This C.C. is further extended upto pedestrian kerrel

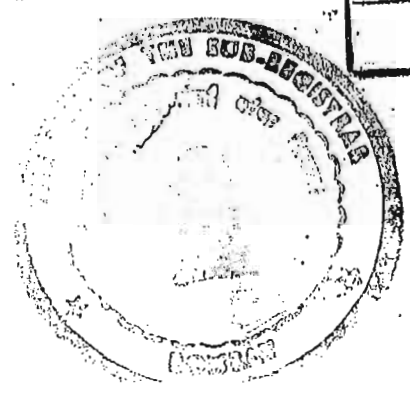
[Signature]
SEBP (C) of Building Proposal (City) (AEP) III

This C.C. is further extended upto 10th floor (third upper residential floor) only.

[Signature]
SEBP (C) of Building Proposal (City) (AEP) III

This C.C. is further extended upto 22nd upper floor only

4288 | 22
2008



This C.C. is further extended upto 10th floor only.

Copy to

Hard copies

copy

copy

copy

[Signature]
SEBP (C) of Building Proposal (City) (AEP) III

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EB/7220/DIAR

19/12/00

To,
Shri Vishwas Satodia,
Architect,
102/A, Hafizi House,
S.V. Road,
Jogeshwari (West)
Mumbai - 400 102.

Secy. Bldg., Proposals City,
4th Ward Municipal Offices,
Secy Bldg., 101, Hrishchandra Marg,
Bandra, Mumbai - 400 004.

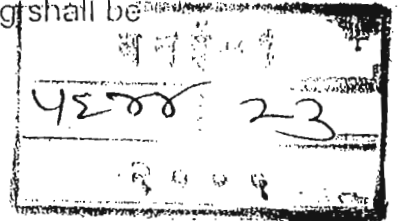
Sub :- Proposed building on C.S.No 1553 of
Girgaon Division Hrishchandra
Goregoankar Marg, Gamdevi, Mumbai

Ref :- Your letter dated 20-12-2000.

Sir,

I have to inform you that the amended plans submitted by you for the above mentioned work are hereby approved, subject to the compliance of the conditions mentioned in this office Intimation of Disapproval under even no dated 16-12-1999 and following additional conditions :

1. That the R.C.C. design & calculations as per the amended plans should be submitted through the Registered Structural Engineer before starting the work.
2. That the revised N.O.C. from Ex.Eng.(T & C.) for the proposed Parking at Podium level shall be submitted.
3. That the revised C.F.O. N.O.C. for the proposed building shall be submitted.
4. That revised Drainage approval shall be obtained.



One set of amended plans, duly signed & stamped, is hereby returned in token of Municipal approval.

TRUE COPY

Yours faithfully,

(Signature)

SHAH & SANGHAVI (Regd.)
ADVOCATES, SOLICITORS & NOTARY
MITTAL COURT 'A' WING, 11TH FLOOR,
NARIMAN POINT, MUMBAI - 400 021.

Phones : 285 37 39/36
285 35 92/93
Grams : JASHCHIM, MUMBAI
Fax : 91-22-2846040
E-mail: info@ansaltorneys.com

PIS 10023.2001

TO WHOMSOEVER IT MAY CONCERN:

Sub: ALL THAT piece or parcel of land or ground of the pension and tax tenure (now redeemed) with the messuage, tenements and dwelling house standing thereon situate lying and being at Damer Lane without the Fort of Bombay in the Registration Sub-District of Bombay containing by admeasurement 1451.32 sq.mtrs. or thereabouts as per property card extract and assessed by the Collector of Land Revenue with other land bearing C.S.No. 1553 of Girgaum Division and bearing Old No. 337, New No. 2166 and old Survey No. 616 and New Survey No. 17972 and which said premises are assessed by the Assessor and Collector of Municipal Rates and Taxes under "D" Ward Nos. 2685, 2686 and 2687 and Street Nos. 1, 2 and 3.

Owners : 1) Mrs. Jayshreedevi Onkar Ban
2) Mrs. Gunvantidevi Gautam Ban

We have investigated the title of the captioned property in the hands of the owners abovenamed by causing search with the office of Sub-Registrar of Assurances at Bombay for the period 1950 to 2001, by perusing the photocopies of the title deeds made available to us. In our opinion title of the captioned property in the hands of the owners abovenamed is marketable and free from all encumbrances.

By an agreement dated 24th December, 1991 read with supplemental agreement dated 20th November 1992 and dated 20th September, 1993, the owners have agreed to sale the captioned property to M/s. Goodwill Properties Pvt. Ltd. for the consideration and on the terms and conditions set out therein. The consideration payable to the owners has been paid in full by M/s. Goodwill Properties Pvt. Ltd. Under the aforesaid agreements M/s. Goodwill Properties Pvt Ltd are entitled to develop the captioned property and sale the flats constructed thereon.

4200 28
2001

Dated this 5th day of February 2001.

For Shah & Sanghavi,
Partner.

C7/10023con/hm/pm

Our Associate: BRAND FARRAR BUXBAUM LLP Attorneys & Notaries

Hong Kong : Suite 1408-10 Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong. Tel: (852) 2288-0288 • Fax: (852) 2045-0947 • E-mail: hkblbhk@hk.supor.net
Beijing : Suite 2518, China World Trade Centre, 1 Jian Guo Men Wai Avenue, Beijing, China. Tel: (86) (10) 6505-2638 • Fax: (86) (10) 6505-2638 • E-mail: bjblbbj@public3.bia.net.cn
Los Angeles : Suite 3500, 515 South Flower Street, Los Angeles, California 90071-2201, U.S.A. Tel: (1) (213) 428-6222 • Fax: (1) (213) 428-6222 • E-mail: blb-la@brandfarrar.com
New York : Suite 1600, 100 Maiden Lane, New York, NY 10038 U.S.A. Tel: (1) (212) 412-7010 • Fax: (1) (212) 412-7010 • E-mail: blb.ny@juno.com
Calcutta : RAJESH KHAITAN & CO. 2, Church Street, Calcutta 700015, India. Tel: 220 2030/31 • Fax: 220 2230
Amdavad : HARIN D. TELI H. K. HALL, 101, Nariman Point, Amdavad. Tel: 658 9148, 658 0017

Name of Applicant: H.D. WISHELMAN
 Date of Application: 10/06/2005
 Fee recovered: Rs. 4444.00
 Date of Issue: 10/06/2005
 Reference of Issue: 110206020059

[Signature]
 Superintendent
 Madri City Survey and Land Records



(Rectangular [] brackets shows entry deleted)
 Note :- This is a true copy of the extract of C.S. Register which forms part of this office record and the area of the property referred to therein is 151.32 Sq. meters. (ONE THIRTEEN FOUR HUNDRED FIFTY ONE POINT THREE TWO SQ. METERS.)
 which has been verified with the original record and found correct.

CESS RECEIVED VIDE R.R. NO.2 DT. 4-4-1903.

17. Remarks

13. Original Sent from Govt., if any

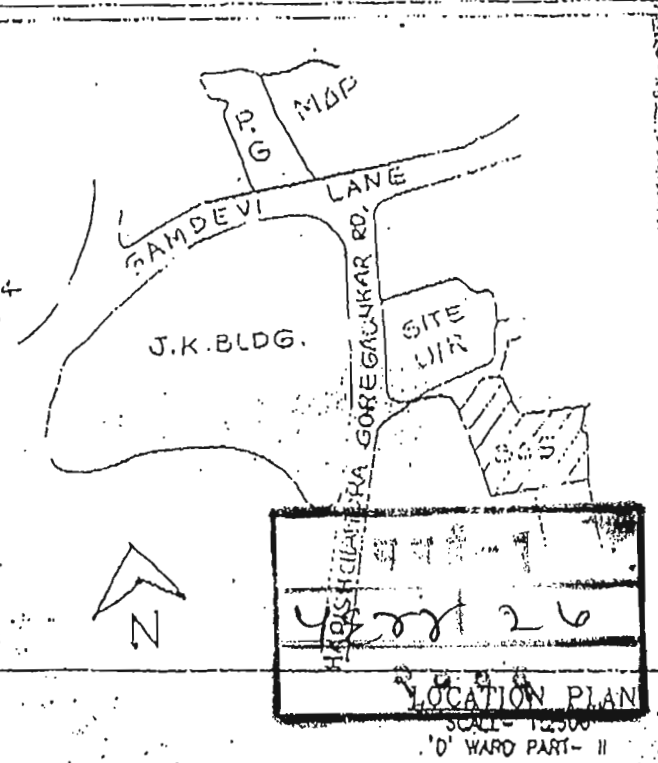
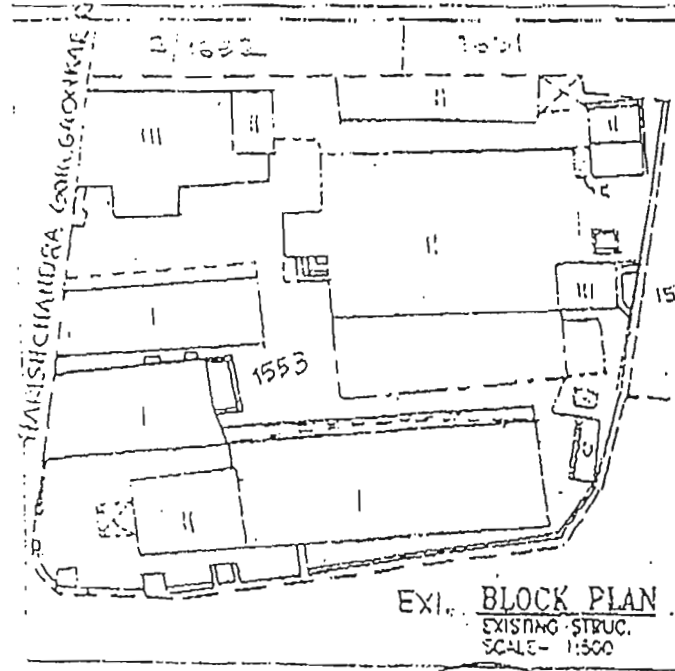
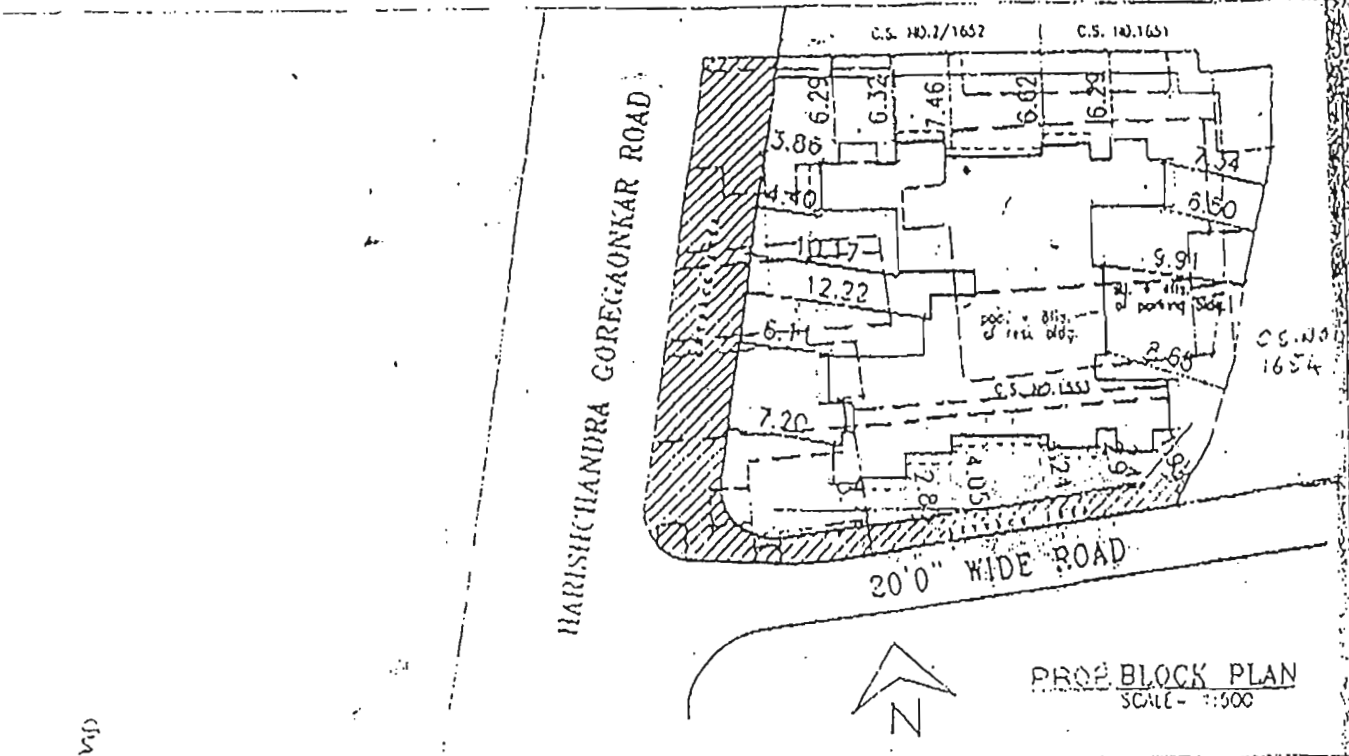
14. Lease from Public Body or Fardar

15. Record
 sent to
 Public Body
 or Fardar

372334
 3006
 Superintendent's Initial



PERMISSIBLE B.U.A. = $1314.73 \times 2 + 181.67$
 = 2811.13 SQMTR

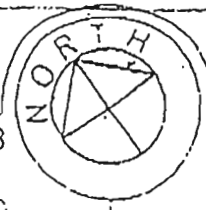


444-1
 452826

CONTENTS

JOB No. 520

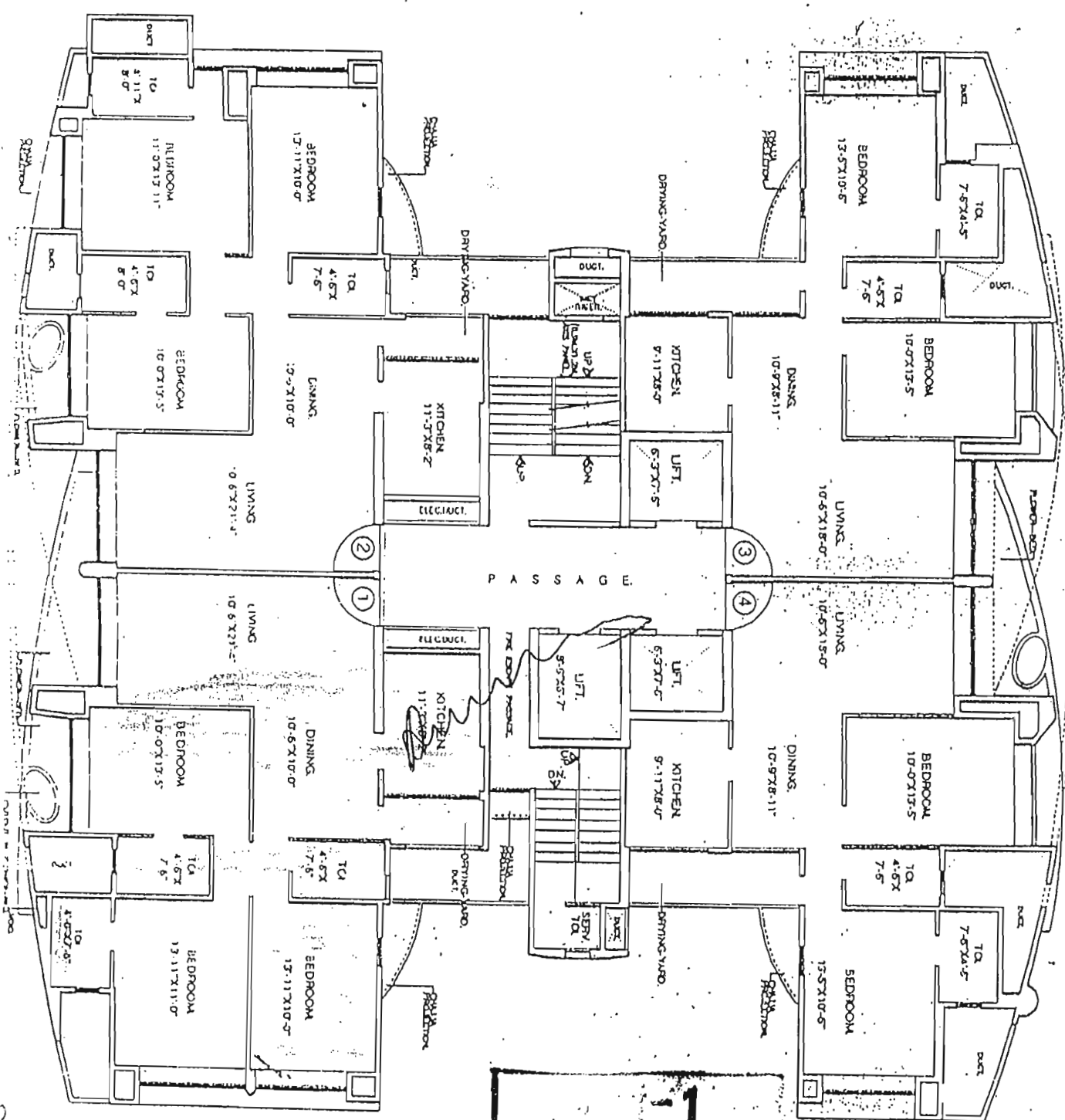
DRG. No. 54



AN ACCESS ARCHITECTS DESIGN

VISHWAS SATODIA ARCHITECTS



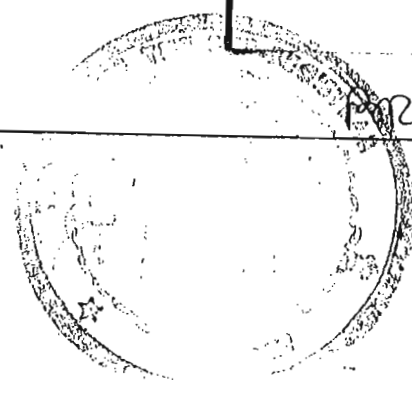


TYPICAL FLOOR PLAN

SHIV TAPPI

22/834

Anjar



LIST OF AMENITIES

<u>FLOORING</u>	- Granamite
<u>SKIRTING</u>	- Granite
<u>DOORS</u>	- Flush doors painted both side
<u>FRAME</u>	- Nigerein Teak
<u>WINDOW</u>	- Aluminium anodised
<u>ELECTRICITY</u>	- M.K. Brand or equivalent/Concealed wiring
<u>KITCHEN</u>	- Platform Granite + S.S. Sini + Dado upto window top in ceramic tiles Floor Granamite
<u>BATH</u>	- W.C. wall hung Wash basin Flooring - ceramic tile Dado - Ceramic tiles - 7' height Concealed Plumbing, Jaquar fitting, Milano water heating system
<u>PAINTING</u>	- Internal - Emulsion Paint External - Acrylic Paint
<u>LOBBY</u>	- Granite
<u>STAIRCASE</u>	- Kotah + Marble
<u>LIFT</u>	- Otis or equivalent

वर्क-1
4500/2e
2008



धार्मिक संख्या / PERMANENT ACCOUNT NUMBER
AAACG1996Q



नाम / NAME

GOODWILL PROPERTIES PVT L TD

निगमन/घनने की तिथि / DATE OF INCORPORATION/FORMATION

01-12-1978

R. Singh

* आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

इस कार्ड के खो / भिल जाने पर कृपया जांरी करने वाले
आधिकारी को सूचित / वापस कर दें
आयकर निदेशक (पद्धति)
ए. आर. ए. सेंटर, भूतल
ई-2, जहंदेवाली एक्सटेंशन
नई दिल्ली - 110 055

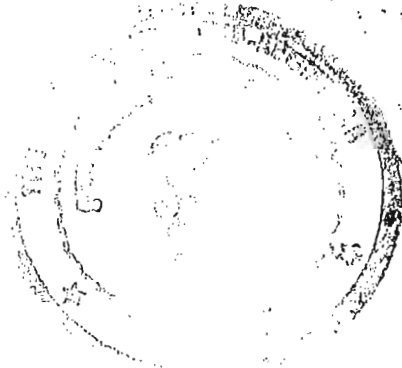
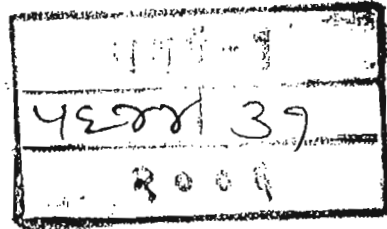
In case this card is lost/found, kindly inform/return to
the issuing authority :

Director of Income Tax (Systems)

ARA Centre, Ground Floor

E-2, Jhandewalan Extn.

New Delhi - 110 055



Manager's Check

A/C Payee Only
Not Negotiable

GCB No. 313921
011111011270927

Citibank N.A. Global Consumer Bank

Mumbai **MUMBAI**

Valid for six months from the date of Issue.

Date ***30-MAY-2006***

Pay to the Order of ***ICICI BANK LIMITED A/C STAMP DUTY ***

*****547500.00***

The Sum of Rupees **FIVE LAKH FORTY SEVEN THOUSAND FIVE HUNDRED ONLY.**

citibank

For CITIBANK N.A.

Authorised Signature

PREETI D. PATIL
ATTN: STAMP DUTY
CITIBANK N.A. MUMBAI
BRANCH 14111

⑈ 313921 ⑈ 400037003 ⑈ 11101 ⑈ 12

FRANKING DEPOSIT SLIP

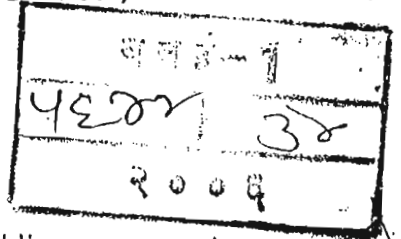
ICICI Bank		Customer Copy	
Deposit Br.	Date: 31/05/06		
Pay to: ICICI Bank Ltd. A/C Stamp Duty			
Franking Value	Rs.	5,47,500/-	
Service Charges	Rs.	101/-	
Total	Rs.	5,47,510/-	
Name of Stamp duty paying party: Mr. Rajkishor R. Maniyalane Shivtepi Apartment Plot No. 801, 8th Floor, H. G. Rd, Gremdevi, Mumbai - 07.			
Tran ID	(For Bank's Use only)		
Franking Sr. No.	Officer		

ICICI Bank		Bank's Copy			
Deposit Br.	Date: 31/05/06				
Acct No. <Solid> SA FRANKG					
Franking Value	Rs.	5,47,500/-			
Service Charges	Rs.	101/-			
Total	Rs.	5,47,510/-			
Name & Address of Stamp duty paying party: Mr. Rajkishor R. Maniyalane & ANR. Shivtepi Apartment, H. G. Rd, Gremdevi, Mumbai - 07.					
Particulars of cheque / cash deposited					
Bank	Branch	DD / Chq No.	Chq Dt.	Cash Details	Rs.
Citibank	Mumbai	313921	30/05/06	1000 X	
				500 X	
				100 X	
				50 X	
				10 X 1	101/-
				X	
Rupees (in words)					Total 5,47,510/-
Five Lacs forty seven thousand five hundred & ten only.					
Tran ID	(For Bank's Use only)				
Franking Sr. No.	Officer				

ICICI Bank		Bank's Copy	
Deposit Br.	Date: 31/05/06		
Acct No. <Solid> SA, FR			
Franking Value	Rs.	5,47	
Service Charges	Rs.	101	
Total	Rs.	5,47	
Name of Stamp duty paying party: Mr. Rajkishor R.N			
Tel. No / Mobile No. 6657c			
Name of counter party: Goodwill properties Ltd.			
Purpose of Transaction: Jute Agreement			
Please issue me adhesive stamps on this document, as under, against cash / DD, my Account No.			
Tran ID	(For Bank's Use only)		
Franking Sr. No.	Officer		



TO ALL TO WHOM THESE PRESENTS SHALL COME WE OF M/S. GOODWILL PROPERTIES PVT.LTD., a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Gordhan Building No.II, 2nd floor, 12-14 Dr.Parekh Street, Mumbai 400 004, SEND GREETINGS:



WHEREAS:

- (a) Company are executing various Agreements for Sale for providing permanent alternate accommodation to its tenants/occupants and/or are entering into Agreements for Sale of various flats in the properties that are acquired or are agreed to be acquired by us for the consideration and on the terms and conditions set out therein.
- (b) Being unable to attend to the Office of the Sub-Registrar of Assurances at Mumbai for lodging and admitting execution of such documents, Agreements we are desirous of appointing some fit and proper person as our true and lawful attorney for the purposes hereinafter set forth:

308/67
for
TOWN HALL
GENERAL STAMP OFFICE
FORT, MUMBAI
MAH-GSO/0062
INDIA
6423
180097
JUL 21 2004
SPECIAL DELIVERY
R 0000400
P 21053
Stamp Duty Maharashtra

J *Am* *M* *Am*

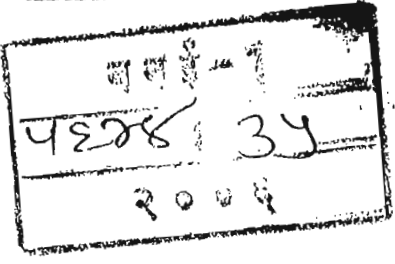
Smt. U. V. PATIL
Prop. Officer
General Stamp Office, MUMBAI

NOW KNOW YE THESE PRESENTS WITNESS THAT WE M/S. GOODWILL PROPERTIES PVT.LTD. hereby nominate, constitute and appoint MR.ATUL GANDHI as our true and lawful attorney to do all or any of the following acts, deeds and things whether in our name or in the name of the said attorney v/z:-

1. To appear before Registrar Sub-Registrar of Assurances or any Officer or Officers for the time being appointed under law relating to the registration and to admit execution of the Agreement for providing permanent alternate accommodation to its tenants/occupants and/or Agreement for Sale of flat on the property acquired and/or agreed to be purchased by us and to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds documents and assurances executed, signed, sealed and delivered to me on our behalf and/or in our favour and/or and to take necessary and proper proceedings for the acknowledgement and registration of the same.
2. To receive back Agreements documents so executed and to lodge for registration with the Office of Sub-Registrar of Assurances from time to time.
3. AND we hereby for ourselves, our successors and assigns agree to ratify and confirm all and whatsoever our said attorney or any substitute or substitutes acting under him/her shall or purport to do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF we have hereunto set our hand and seal aforesaid this _____ day of 3-9, 2004.

SIGNED SEALED AND DELIVERED BY) For GOODWILL PROPERTIES PVT.LTD. IN THE PRESENCE OF



Jitendra N. Mehta
(1) MR. JITENDRA N. MEHTA

Mh m Mehta
(2) MRS. MAYURRI H. MEHTA

Anuj J. Mehta
(3) MR. ANUJ J. MEHTA

Rohan J. Mehta
(4) MR. ROHAN J. MEHTA
(DIRECTORS)

ACCEPTED



ATUL GANDHI



(I.T.)

BEFORE ME

Jitendra



L H T I



(1) MR. JITENDRA H. MEHTA



Mayurri



L H T I



(2) MRS. MAYURRI H. MEHTA

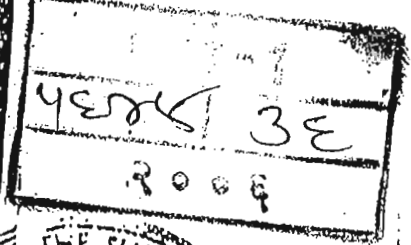
Anuj



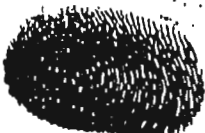
L H T I



(3) MR. ANUJ H. MEHTA



Rohan



L H T I



(4) MR. ROHAN J. MEHTA

Rohan



06/06/2006

दुय्यम निबंधकः

3:41:09 pm

मुंबई शहर 1 (फोर्ट)

दस्त गोषवारा भाग-1

बबई1

दस्त क्र 5644/2006

3C

दस्त क्रमांक : 5644/2006

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: भिजकिशोर रामबिलास मणिगार पत्ता: घर/फ्लॅट नं: 119 वर्धमान नगर गल्ली/रस्ता: रामकृष्ण मंदिरा जवळ ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: नागपुर शहर/गाव:- तालुका: - पिन: 440008 प	लिहून घेणार वय 40 सही		
2	नाव: राजकिशोर बालकिशन मणिगार पत्ता: घर/फ्लॅट नं: 1201 ब गल्ली/रस्ता: सर पोचखानवाला रोड ईमारतीचे नाव: सुखरा को ऑ ईमारत नं: - पेट/वसाहत: - शहर/गाव: मुं तालुका: - पिन: 25 पॅन नम्ब	लिहून घेणार वय 38 सही		
3	नाव: गुडविल प्रॉपर्टीज प्रा लि तर्फे अनुज जे मेहता तर्फे मुखत्यार अतुल बी गांधी पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: डॉ पारेख स्ट्रिट ईमारतीचे नाव: गोवर्धन बिल्डींग - 2 ईमारत नं: - पेट/वसाहत:	लिहून देणार वय 37 सही		

म
सह दुय्यम निबंधक
मुंबई शहर क.

801



दस्त गोषवारा भाग - 2

बबड1

दस्त क्रमांक (5644/2006)

3e

दस्त क्र. [बबड1-5644-2006] चा गोषवारा
बाजार मुल्य : 11273496 मोबदला 11000000 भरलेले मुद्रांक शुल्क : 547500

पावती क्र.: 5727 दिनांक: 06/06/2006

पावतीचे वर्णन

नांव: ब्रिजकिशोर रामविलास मणियार

दस्त हजर केल्याचा दिनांक : 06/06/2006 03:36 PM

निष्पादनाचा दिनांक : 03/06/2006

दस्त हजर करणा-याची सही : *Polheming*

30000 : नोंदणी फी

780 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

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

30780: एकूण

दस्ताचा प्रकार : 25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 06/06/2006 03:36 PM

शिक्का क्र. 2 ची वेळ : (फी) 06/06/2006 03:38 PM

शिक्का क्र. 3 ची वेळ : (कबुली) 06/06/2006 03:40 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 06/06/2006 03:41 PM

mm

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

दस्त नोंद केल्याचा दिनांक : 06/06/2006 03:41 PM

ओळख :

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

1) किशोर महादेव बाईत ,घर/फ्लॅट नं: -

गल्ली/रस्ता: 12-14 प्रार्थना समाज

ईमारतीचे नाव: गोवर्धन - 2

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: मुं

तालुका: -

पिन: 4

2) बी सी साळवी . ,घर/फ्लॅट नं: सिताबाई चाळ

गल्ली/रस्ता: -

ईमारतीचे नाव: -

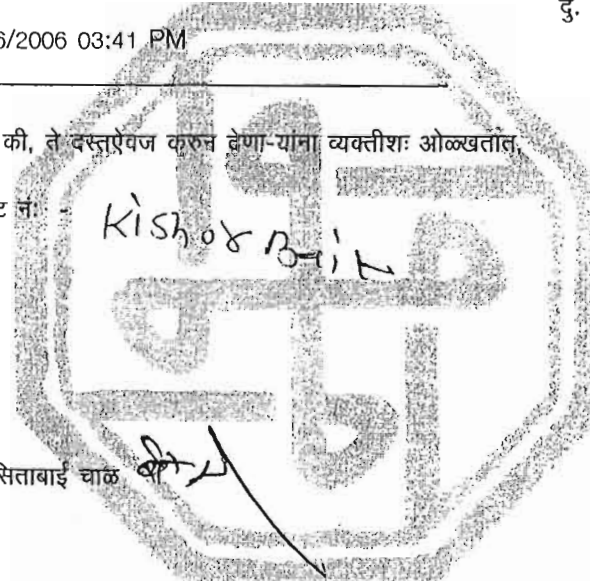
ईमारत नं: -

पेट/वसाहत: परेल

शहर/गाव: मुं

तालुका: -

पिन: 12



mm

दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)



प्रमाणित करण्यात येते की, या

दस्तामध्ये एकूण.....*3e*.....पाने आहेत

दस्ताचा क्रमांक P. नं. मुंबई- *१५६४४/२००६*

नोंदला: *6 JUN 2006*

दिनांक:

mm

राज्य नुस्खे मंत्रालय, मुंबई शहर
अधीक्षक: सुलतानपूर कारभार क्षेत्रीय
निबंधकाचे सर्व अधिकार अस्तित्वात

Manager's Check

Ac. Payee Only
Not Negotiable

Citibank N.A. Global Consumer Bank

GCB No: 313923
011111011270930

Mumbai MUMBAI

Valid for six months from the date of issue.

Date: *30-MAY-2006*

Pay to the Order of *JOINT SUB REGISTRAR, MUMBAI CITY-I *

R*****30000.00*

The Sum of Rupees THIRTY THOUSAND ONLY.



For CITIBANK N.A.

Patil
Authorised Signature

PREETI P. PATIL
AUTHORISED SIGNATORY
CITIBANK N.A., MUMBAI
EMP. # 76111


⑈313923⑈ 400037003⑈ 111101⑈ 12

(1948) 1
45000132
3000



Sashiroji Business Forms (P) Ltd. Tel: (022) 768 1190, website: www.sashiroji.com

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AACPM9799E




नाम /NAME
RAJKISHORE BALKISHAN MANIYAR

पिता का नाम /FATHER'S NAME
BALKISHAN BHADRINARAYAN
MANIYAR

जन्म तिथि /DATE OF BIRTH
15-05-1968

हस्ताक्षर /SIGNATURE




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

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें
आयकर निदेशक (प्रणाली)
ए. आर. ए. सेंटर, भूखण्ड
ई-2, झन्डेवाला एक्सटेंशन
नई दिल्ली - 110 055

In case this card is lost/found, kindly inform/return to the issuing authority :
Director of Income Tax (Systems)
ARA Centre, Ground Floor
E-2, Jhandewalan Extn.
New Delhi - 110 055

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AIEPM7908B

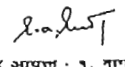


नाम /NAME
BRIJKISHORE RAMBILAS MANIYAR

पिता का नाम /FATHER'S NAME
RAMBILAS BADRINARAYAN
MANIYAR

जन्म तिथि /DATE OF BIRTH
19-05-1966

हस्ताक्षर /SIGNATURE



आयकर आयुक्त - १, नागपुर
COMMISSIONER OF INCOME-TAX-1, NAGPUR

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त - १,
आयकर भवन, पहला मंजिल,
तेलंगखेडी रोड, सिविल लाइन्स,
नागपुर-४४० ००१.

In case this card is lost/found, kindly inform/return to the issuing authority :
Commissioner of Income Tax-1,
Aayakar Bhawan, First Floor,
Telangkhedi Road, Civil Lines,
Nagpur - 440 001.

बजट - १
५६४१३०
२००६



Rambilas Maniyar

9408/08

.....
DATED THIS _____ DAY OF _____, 2004.
.....

M/S.GOODWILL PROPERTIES PVT.LTD

TO

MR.ATUL GANDHI

POWER OF ATTORNEY

M/S.SHAH & SANGHAVI
Advocates, Solicitors & Notary
114-A, Mittal Court, 11th floor
Nariman Point
Mumbai 400021

C4/angarika.pow/lk/scm

5437

6/1
C.S. NO 1553
Rate 9,500/-
5%
90,750/-

@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@

DATED THIS 3RD DAY OF JUNE 2006

@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@

BETWEEN

M/S.GOODWILL PROPERTIES PVT. LTD
.....THE PROMOTERS

AND

MR. BRIJKISHORE RAMBILAS MANIYAR AND
MR. RAJKISHORE BALKISHAN MANIYAR

.... THE FLAT PURCHASERS

Area 983 + 3489 feet carpet
(100% carpet area)
one

Area 109.57 x 99.750/- 1,09,39,590/-
Area 13.34 x 24.940/- 3,33,950/-
1,12,73,540/-

1,12,74,000/- M.M
1,10,00,000/- consideration
5,47,500/- S.O
30,000/- R.F.

AGREEMENT

M/s. Shah & Sanghavi
Advocates, Solicitors & Notary
114A, Mittal Court, Nariman Point
Mumbai 400 021
C4/goodwillagr/pm
GPPL/ST/055/8.5.2006

Secondary
6/6/06

ROHIAN
Group

ye 88
at 1/06

DATED THIS 3RD DAY OF JUNE 20

BETWEEN :

GOODWILL PROPERTIES PVT. LTD.

AND

MR. BRIJKISOR R. MANIYAR
...THE FLAT PURCHASERS **2 ANA.**

AGREEMENT

M/S. SHAH & SANGHAVI
Advocates, Solicitors & Notary
114A, Mittal Court, Nariman Point,
Mumbai 400021.

GPPL / ST / 55 / 8-5-2006

26. It is also understood and agreed by and between the parties hereto the terrace space in front of or adjacent to the terrace Flat in the said building, if any shall belong exclusively to the respective Purchaser of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchasers. Such of the attached terrace shall not be enclosed by the Flat Purchasers till prior permission in writing is obtained from the concerned local authority and the Promoters.
27. This Agreement shall always be subject to the provisions of the Maharashtra Flat Ownership Act (Mah. Act No.XV of 1971) and the rules made thereunder.
28. All stamp and registration charges and all costs charges and expenses payable on this agreement shall be borne and paid by the Flat/Shop Purchaser and the Promoters shall not be liable for the same.
29. It is agreed by and between the parties hereto that Service Tax payable under Service Tax Act, 1994 shall be the sole and exclusive Liability of the Purchaser/s to the exclusion of the Promoters herein. It is agreed by and between the parties hereto that the Purchaser/s shall simultaneously with the payment of every installments also issue a Banker's Cheque in favour of the Promoters towards the Service Tax at the prevalent rate at the relevant time and the Promoters shall make arrangement of payment thereof in accordance to the law. In the event of Higher Service Tax being attracted and/or payable the same shall also be borne and paid by the Purchaser/s without recourse to the Promoters herein. It is clarified that separate cheque given for the payment of service Tax is not and do not form part of the consideration but is on more payment to be effected by the part purchaser/s to the Promoter towards the liability of the Flat Purchaser/s to pay the service Tax under the law

THE SCHEDULE ABOVE REFERRED TO:

कर-1
4200/193
2006

ALL THAT piece or parcel of land or ground of the pension and tax tenure (now redeemed) with the messuage, tenements and dwelling house standing thereon situate lying and being at Damer Lane without the Fort of Bombay, in the Registration Sub-District of Bombay containing by admeasurement 1451.32 sq.mtrs. or thereabouts as per property card extract and assessed by the Collector of Land Revenue with other land bearing C.S.No.1553 of Girgaum Division and bearing Old No.337, New No.2166 and Old Survey No.616 and New Survey No. 1/7972 and which said premises are assessed by the Assessor and Collector of Municipal Rates and Taxes under "D" Ward Nos.2685, 2686 and 2687 and Street Nos.1,2 and 3 and bounded as follows: that is to say on the East by the property

