

मूल्यांकन प

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दिनांक 27/05/2011

मुल्यांकन 2011
 जिल्हा मुंबई(उपनगर)
 प्रमुख मुख्य विभाग - 43-मरोळ (अंधेरी)
 उपमुख्य विभाग - 43/219 -भूभाग: उत्तरेस गावाची हद्द, पुर्वेस गाव सीमा, दक्षिण व पश्चिमेस गावाची हद्द व पाईप लाईन.
 मिळकतीचा क्रमांक सि.टी.एस. नंबर -- 284
 नागरी क्षेत्राचे नांव मुंबई(उपनगर)
 मिळकतीचे वर्ग बांधीव



वाजार मूल्य दर तक्त्यानुसार
 प्रति चौ. मीटर मूल्यदर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
30,400	60,800	72,900	103,000	60,800

मिळकतीचे क्षेत्र	64.87	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका		उदवाहन सविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजला	7

(Rule 5 cr 8)

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * घसारा टक्केवारी
 = 60,800.00 * 100.00 /100
 = 60,800.00

(Rule 19 or 20)

A) मुख्य मिळकतीचे मूल्य = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * मिळकतीचे क्षेत्र * मजला निहाय घट/वाढ
 = 60,800.00 * 64.87 * 105.00 /100
 = 4,141,300.80

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य +
 वंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य
 = A + B + C + D + E + F + G + H
 = 4,141,300.80 + 0.00 + 0.00 + 0.00 + 0.00
 + 0.00 + 0.00 + 0.00 + 0.00
 = 4,141,301.00

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Indian Inhabitant, hereinafter called the "PURCHASER"
 (which expression shall unless it be repugnant to the context or
 meaning thereof be deemed to mean and include his/her/their
 heirs, executors, administrators and assigns) of the Other part :



सत्यमेव जयते

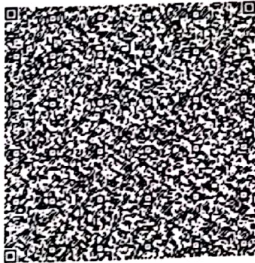
INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by: Vimal Singh
 Stock Holding Corporation of India Ltd.
 Location: SHCIL, Bhopal
 Signature: Vimal S
 Details can be verified at www.shcilstamp.com.

Certificate No.	: IN-MH02919967978883J
Certificate Issued Date	: 24-May-2011 12:54 PM
Account Reference	: SHCIL (FI)/ mhshcil01/ BKC/ MH-MSU
Unique Doc. Reference	: SUBIN-MHMHSHCIL0103124875436439J
Purchased by	: Mr Bambhaniya Babulal Laxman
Description of Document	: Article 25(b)to(d) Conveyance
Property Description	: FlatNo714, D Wing, LokSarita, MarolMilitary Rd, Andheri E, M-59
Consideration Price (Rs.)	: 42,54,000 (Forty Two Lakh Fifty Four Thousand only)
First Party	: MS LokHousing and Constructions Ltd
Second Party	: Mr Bambhaniya Babulal Laxman
Stamp Duty Paid By	: Mr Bambhaniya Babulal Laxman
Stamp Duty Amount(Rs.)	: 1,96,000 (One Lakh Ninety Six Thousand only)



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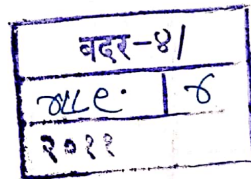
Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorized Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilstamp.com"

Indian Inhabitant, hereinafter called the "PURCHASER"
 (which expression shall unless it be repugnant to the context or
 meaning thereof be deemed to mean and include his/her/his-



Lok Housing And Constructions Ltd.,
Income Tax Permanent A/c. No. AAA CL 1881B.



AGREEMENT

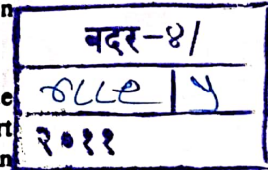
THIS AGREEMENT made at Bombay this 24th day of MAY 2011 BETWEEN M/s. LOK HOUSING AND CONSTRUCTIONS LTD., a company incorporated under the Companies Act, 1956 and having its registered office at A Lok BHAVAN GROUND FLOOR, Lok BHARATI COMPLEX, MM ROAD, ANDHERI (E) MUMBAI-400059

hereinafter called the "DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the One Part AND Mr./Mrs./Miss BAMBHANIYA BABULAL LAXMAN C-18 SARDAR SINGH CHAWL PANDURANG WAKIL WADI, VAKOLA, SANTACRUZ (EAST) MUMBAI -400055

Age 36 Occupation Business
Indian Inhabitant, hereinafter called the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the Other part :

WHEREAS:

1. By Conveyance dated 5th August, 1950 made between Veljee Poonja of the One Part and (1) Gulam Hussein Habib Lalji and (2) Abdul Karim Habib Lalji, inhabitants of Bombay carrying on business in the name and style of M/s. Lalji Brothers, hereinafter referred to as "the said Firm" of the Other Part and registered with the Sub-Registrar of Bandra under No.743 of Book No.1 on 7th August, 1950; the said Veljee Poonja sold conveyed and transferred lands bearing Survey No. 17, Hissa Nos.6, 7, 8, 9 and 10, Survey No. 8, Hissa Nos.4, 10(part) and 14 and Survey No.16, Hissa No.13 to the said firm for the consideration and on the terms and conditions mentioned therein.
2. By Conveyance dated 19th April, 1952 made between Francis Thomas D'Mello of the One Part and Mr. Abdul Karim Habib Lalji of the Other Part and registered with Sub-Registrar, Bandra under No.362 of Book No.1 on 19th August, 1952, the said Mr. Francis D'Mello sold released and conveyed lands bearing Survey No. 8, Hissa No.5 and Survey No.17, Hissa No.5 to Mr. Abdul Karim for the consideration and on the terms and conditions mentioned therein.
3. By Conveyance dated 5th January, 1960 made between Mr. Nicolas Elis Fernandes of the One Part and Mrs. Lailabai w/o. Gulam Hussein Lalji of the Other Part and registered with Sub-Registrar, Bandra under serial No.26 of Book No.1 on 7th January, 1960 the said Nicolas sold and conveyed land bearing Survey No.8, Hissa No.9 to Mrs.Lailabai for the consideration and on the terms and conditions mentioned therein.
4. By Conveyance dated 11th December, 1970 made between Marquis Simon D'Mello and two others of the One Part and M/s. Lalji Brothers a firm registered under the Indian Partnership Act, hereinafter referred to as "the said Firm", of the Other Part and lodged for registration with Sub-Registrar, Bombay under Serial No.5242 of 1970 on 11th December, 1970, the said D'Mello sold, released and conveyed for ever all the lands bearing Survey No. 16, Hissa No.4, unto the firm for consideration and on the terms and conditions mentioned therein.
5. By Declaration dated 21st August, 1972 registered with Sub Registrar Bandra, under Serial No.4600 on 13.9.1972, the said Gulam Hussein Habib Lalji and the said Abdul Karim Habib Lalji declared that the lands purchased in the joint names and/or individual name of themselves forms part of assets of the said firm of M/s. Lalji Brothers.
6. The Additional Dist. Dy Collector, Bombay Suburban District, Andheri has vide his Order bearing No.ADC/LND/D/2547 dated 3rd July, 1971 sanctioned amalgamation of all lands and simultaneously sanctioned sub-division and layout thereof with permission to use the lands for residential purpose, on the terms and conditions mentioned therein.
7. By Deed of Retirement dated 13th June, 1975 made between (1) Gulam Hussein Habib Lalji (2) Abdul Samad G Lalji, (3) Habib G Lalji and (4) Farooq G Habib Lalji, therein called as



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"the Continuing Partners" of the One Part and (1) Abdul Karim Hatib Lalji and (2) Zafarulla Khan A Lalji therein called as "the Retiring Partners" of the Other Part and registered with Sub-Registrar, Bombay under No.2224/1981 on 15th December, 1981, the parties divided the immoveable property of the firm and the Retiring Partners became entitled to the land bearing Survey No.8, Hissa No.14 and sub-divided plot bearing Nos.11 and 36 of village Marol, in the properties among other benefits.

8. The said firm is thus now seized and possessed of or otherwise well and sufficiently entitled to the piece and parcel of lands bearing (a) Survey No.8, Hissa Nos. 4, 5, 9 and 10(pt), Survey No.16, Hissa No.13(part) and Survey No.17, Hissa Nos. 5/1, 6(pt), 7, 8, 9 and 10 and bearing CTS Nos. 284/1 to 8, 10, 11, 13, 15, 17 to 20, 26 to 28, 30, 35, 39 and 40, (b) Survey No.17, Hissa No.6, corresponding to CTS No.138, (c) Survey No.17, Hissa No.5, corresponding to CTS No.139 and (d) Survey No.16, Hissa No.13(part) corresponding to CTS No.144 and (e) Survey No. 16, Hissa No.13, corresponding to CTS No.132 all of village Marol, Fafuka Andheri, District Bombay Suburban District more particularly described in the Schedule hereunder written.

9. The Additional Collector and Competent Authority (ULC) Greater Bombay has vide its Order u/s 8(4) of U.L.(C.B.) Act, 1976 bearing No.C/ULC/6(1)/SR-IV248/1186 dated 31.12.1994 read with corrigendum dated 03.10.1994 confirmed the statement filed by the said owners under section 6(1) of the said Act and by further Order u/s 20(1) of the said Act bearing No.C/ULC/D-III/Sec.20(NGL)/SR-XIV/2259 dated 07.12.1994 has exempted the surplus vacant land from the provisions of Chapter III of the ULC Act on the terms and conditions mentioned therein.

As per the aforesaid order under Section 20(1) of the said Act dated 07.12.1994 it is inter-alia stipulated by the Competent Authority, ULC, Greater Bombay that -

- The dwelling units sold or otherwise transferred shall not be permitted to be resold or otherwise transferred for a period of 2 years from the date of completion of the dwelling units.
- The Developers shall not sell or otherwise transfer the dwelling units to a person if he/she or any member of his/her family also owns a dwelling unit in the same Urban Agglomeration and the Developers shall obtain from the intending purchaser an affidavit to this effect.
- The Developers shall allot only one dwelling unit to one family.

10. By Development Agreement dated 30th June, 1994 made between (1) Habib Gulam Hussein Lalji (2) Hamida Abdus Samad Lalji, (3) Shaukat Gulam Hussein Lalani (4) Nadir Jannohamed Gilani (5) Pushpa Hasmukh Rawal all of Indian Inhabitants carrying on business under the firm name and style of M/s. Lalji Brothers, hereinafter referred to as "the said Owners", of the One Part and the Developers of the Other Part, the Owners entrusted all the development rights in respect of



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the said property more particularly described Firstly and Secondly in the Schedule hereunder written to the Developers as per plans approved and sanctioned by the Bombay Municipal Corporation, for the consideration and on the terms and conditions mentioned therein.

11. In pursuance of the Agreements recited hereinabove and under the circumstances mentioned hereinabove the Developers became entitled to develop the said property by constructing buildings thereon and sell the flats/shops/row/houses/bungalows/garages/car parking spaces and other premises in the said buildings to various persons and the Developers alone became entitled to the sole and exclusive right to sell the premises in the said buildings and to enter into Agreement/s with the Purchaser/s of flats/shops/row house/garages/car parking spaces and other premises and to receive and appropriate the sale price in respect thereof;

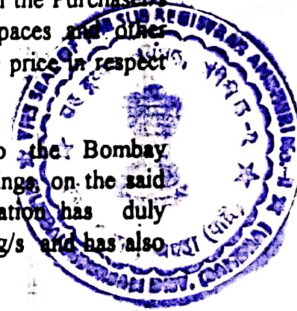
12. The Developers submitted plans to the Bombay Municipal Corporation for construction of buildings on the said property and the Bombay Municipal Corporation has duly sanctioned the plans for construction of building/s and has also issued necessary Commencement Certificate/s.

13. The Developers accordingly have commenced construction of buildings on the said property and the said scheme being developed by the Developers on the said property shall be known as 'LOK SARITA'.

14. The Developers are intending to sell flats/shops/row house/garages/car parking spaces, etc. in the said "LOK SARITA" on ownership basis with a view ultimately that purchasers of the said flats/shops/row houses/garages/car parking spaces shall form themselves into a Co-operative Housing Society as per the provisions of Maharashtra Co-operative Societies Act, 1960 and upon purchasers of the said flats/shops/garages/car parking spaces paying in full all their respective dues payable to the Developers and also strictly complying with the terms & conditions of their respective agreements with the Developers (in a form similar to this Agreement) the Developers shall cause to execute and/or join in executing a Deed of Conveyance in favour of the said Cooperative Society of the said plot together with the building constructed thereon subject to what is stated in this agreement.

15. The Developers have entered into a standard Agreement with Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and the Developers have also appointed a Structural Engineer for the preparation of structural designs and drawings of the buildings and the Developers accept the professional supervision of the Architect and Structural Engineer for the completion of the buildings.

16. The Developers have furnished to the purchasers copies of such of the documents as mentioned in Rule 4 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction etc.) (Amendment) Rules 1987 as required under the provisions of Maharashtra Ownership Flats (Regulation of



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the promotion of Construction, Sale, Management and Transfer) (Amendment) Act, 1986 and as demanded by the Purchaser. The Developers have also annexed to this Agreement the copies of the following documents as required by the provisions of the said Act and the Rules viz:

- (a) Certificate of Title issued by Mr. P. Vas, Advocate, High Court, Bombay, who have investigated the title of the said property and have certified the title of the said property to be clear and marketable - Exhibit 'A'.
- (b) Copies of Extracts from the Property Register Cards collectively - Exhibit 'B'
- (c) Copies of the plan of the flat/shop/garage premises agreed to be allotted to the Purchaser, which is part of the plans duly approved by the Bombay Municipal Corporation alongwith the block plan showing sub-division - Exhibit 'C'.

17. The Purchaser has agreed to purchase a flat/shop/garage premises No. 714 on 7th floor in Building No. P being constructed in the said complex "LOK SARITA" with full notice and knowledge of the terms and conditions contained in the aforesaid recited documents including the aforesaid Agreements and also subject to the terms and conditions mentioned hereunder in this Agreement.

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

1. The Developers are constructing various buildings in the said complex known as "LOK SARITA" as per the layout and building plans sanctioned by the Bombay Municipal Corporation. The said plans and specifications have been kept for inspection at the site and also at the office of the Developers, which the Purchaser has seen and approved. It is hereby agreed that the Developers shall be entitled to make such variations or amendments as may be required to be done from time to time by the Bombay Municipal Corporation or any other local authorities or Government body and the Purchaser shall not be entitled to raise any objection on account of such variation or amendment provided that the Developers shall obtain prior consent in writing from the Purchaser in respect of such variations or modification which may adversely affect the premises agreed to be purchased by the Purchaser.

2. The Purchaser hereby agrees to purchase from the Developers flat/shop/garage No. 714 on 7th floor of Building No. D and hereinafter referred to as 'the said premises' and shown in red coloured boundary lines on the plan annexed hereto and marked as Exhibit 'C' having carpet area of 48.75 sq.mtrs. (524.57 sq.ft.) and built-up area of 64.87 sq.mtrs. (698 sq.ft.) which is inclusive of areas of the balconies for a total consideration of Rs. 42,54,000/- (Rupees Forty Two Lacs Fifty Four Thousand only) which includes the proportionate price of the common areas and facilities

appurtenant to the premises, the nature, extent and description of the such common areas and facilities is more particularly described in the Third Schedule hereunder written. Hereto annexed is also a list of amenities that will be provided in the flat and marked as Exhibit "D".

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3. The Purchaser shall pay to the Developers the said total consideration of Rs. 425400/- (Rupees Forty Two Lacs Fifty Four Thousand only) as under :

1. 20% i.e. Rs. 850800/- as Earnest Money Deposit on or before the execution of this Agreement.

2. 10% i.e. Rs. 425400/- on commencement of plinth work or on or before 18/6/2011

3. 5% i.e. Rs. 212700/- on completion of plinth or on or before 18/6/2011

4. 10% i.e. Rs. _____ on casting of 1st, 2nd, 3rd, 4th slabs or on or before _____

5. 10% i.e. Rs. _____ on casting of 5th, 6th, 7th, 8th slabs or on or before _____

6. 10% i.e. Rs. _____ on casting of 9th, 10th, 11th, 12th slabs or on or before _____

7. 5% i.e. Rs. _____ on completion of internal/external masonry from 1st to 5th floors or on or before _____

8. 5% i.e. Rs. _____ on completion of internal/external masonry from 6th to 12th floors or on or before _____

9. 5% i.e. Rs. _____ on completion of external plaster or on or before _____

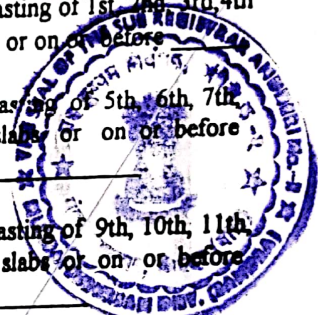
10. 5% i.e. Rs. _____ on completion of internal plaster from 1st to 5th floors or on or before _____

11. 5% i.e. Rs. _____ on completion of internal plaster from 6th to 12th floors or on or before _____

12. 5% i.e. Rs. _____ on completion of flooring or on or before _____

13. 5% i.e. Rs. 425400/- being the balance amount at the time of occupation as provided hereinafter.

4. The Purchaser agrees to pay to the Developers interest at the prevailing market rate on all the amounts which become due



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in the building to be constructed on the said land (hereinafter referred to as "the Society") make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including the right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said lands are free from all encumbrances and that the said owners and/or tenants and developers have absolute, clear and marketable title to the said lands so as to enable them to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said lands by the Developers in favour of the said Society as hereinafter stated.

9. The Developers shall give possession of the premises to the Purchaser on or before 30th day of September, 1999. If the Developers fail or neglect to give possession of the premises to the Purchaser on account of reasons beyond their control and of their agents as per the provisions of Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section of the said Act, then the developers shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the premises with simple interest at nine percent per annum from the date the Developers 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 Developers to the Purchaser there shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the premises are situated or were to be situated;

Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the premises 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,
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority.

10. The Purchaser shall take possession of the premises within 15 days of the Developers giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

Provided that if within a period of three years from the date of handing over the premises to the Purchaser, the Purchaser brings to the notice of the Developers any defect in the said premises or the building in which the said premises are situated or the material used therein or any unauthorised change in the construction of the said building, by the Builder then, wherever possible such defects or unauthorised changes shall be rectified by the Developers at his own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser

shall be entitled to receive from the Developers reasonable compensation for such defect or change.

11. Commencing a week after notice in writing is given by the Developers to the Purchaser that the premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the respective areas of the Premises) of outgoings in respect of the said land and building/s namely, betterment charges or such other levies by the concerned local authority and/or 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. The Purchaser shall prior to taking possession of the said premises pay to the Developers a sum of Rs. 1396/- being the amount payable by the Purchaser for one year from the date of possession or date of Occupation Certificate, whichever is earlier, toward the aforesaid charges. The said amount shall be paid by the Purchaser in advance for one year. On the expiry of the said period if the Society is still not registered the Purchaser shall pay a monthly contribution @ Rs. 1396/- per month payable in advance for a period of three months at a time. It is hereby expressly agreed and understood between the parties hereto that the Developers shall not be liable to render any accounts or statement in respect of the said amount paid by the Purchaser. However, on the Society being registered and on the Developers handing over the charge to the Society the balance amount in respect of the unexpired period shall be refunded by the Developers to the said Society without interest, to be credited to the said Society to the account of the Purchaser. It is further hereby agreed that if the amount collected by the Developers is not sufficient to meet the aforesaid charges, the Purchaser hereby agrees to pay the additional amount as demanded by the Developers immediately on such demand without raising any objection. As regards the Municipal taxes and other levies payable to the local authorities, the same shall be paid by the Purchaser and or the Society immediately on receiving bills from the concerned authorities to that effect. The Developers shall not be liable in any manner in respect of the taxes and levies.

The Purchaser 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.

12. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developers the following amounts :

- (i) Rs. 350/- for share capital & entrance fee of the Society.
- (ii) Rs. 2000/- for formation & registration of the Society and legal charges for Agreement & Conveyancing, etc.

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(iii) Rs. 16752/- Charges against monthly out-goings covering Society maintenance except municipal taxes as per Clause 11.

(iv) Rs. 16752/- Deposit for property tax (individual account will be rendered after paying property tax).

(v) Rs. 2000/- Against water and elect. deposits/ connection charges.

(vi) Rs. 2000/- for contribution towards Society's office room. An office as per municipal standards with good furniture and facilities like fan/tube lights, wash basin, etc. will be provided.

(vii) Rs. 1000/- for installation and maintenance of MATV/Dish Antenna for one year from the date of possession.

(viii) Rs. 9074/- towards Development charges paid to Bombay Municipal Corporation under MRTTP Act.

(ix) Rs. 27920/- Towards Cospus Fund.
(x) Rs. 4800/- Towards temporary power charges.

Total Rs. 82648/-

13. The Developers shall utilise the sum of Rs. 2000/- paid by the Purchaser to the Developers for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law/Advocates of the Developers in connection with formation of the said Society or as the case may be, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance.

14. At the time of registration the Purchaser shall pay to the Developers the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society on the conveyance or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.

15. The Purchaser/s or himself/themselves with intention to bring all persons into whomsoever hands the premises may come, doth hereby covenant with the Developers as follows :-

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

consent to admit such purchasers as the members of such Co-operative Society without raising any objection whatsoever.

28. The Purchaser shall apart from paying amounts towards the monthly outgoings and other dues in respect of the said premises in the particular Co-operative Society, in which the said flat/shop/row house/car parking space shall also be liable to pay the proportionate dues or charges towards the maintenance of common amenities such as the garden, recreation grounds, internal roads, common lighting, drainage, etc. provided in the said scheme "LOK SARIKAR".

It is hereby agreed that a Federal Society or Corporate body may be formed of all the co-operative societies of the said scheme and each co-operative housing society shall be a member of such Federal Society or Corporate body. Each of the co-op. housing societies shall be liable to pay the proportionate share towards the maintenance of the aforesaid common amenities that will be provided in the scheme. The Purchaser agrees to pay his proportionate share money in respect of the membership fees and/or entrance fee that may be payable to the said Federal Society and/or Corporate body. The Purchaser alongwith other purchasers of the premises in the building in the said scheme shall be entitled to common use of the amenities provided on the said property. The Purchaser hereby agrees to pay a sum of Rs 27900/- as his contribution towards a Corpus Fund or a Reserve Fund that will be maintained by the said Federal Society or Corporate Body with a view of generating sufficient income to meet with the costs/expenses of maintaining common amenities in the campus.

29. All letters, receipts and/or notices issued by the Developers despatched under certificate of posting to the last address known to them of the Purchaser will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge the Developers. For this purpose the purchaser has given the following address:

Mr. BANBHANIVA BABULAL LAXMAN
C-18, SARDAR SINGH CHAWL, DANDURMUG
MARKIL KADI, VAKOLA, SANTACRUZ (EAST)
Phone (if any): Res. _____ MUMBAI - 400 055
Off. 9 2222 3247 (M)

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927-81



Handwritten initials and a date '27/11/20' in blue ink.

30. The Purchaser is aware that the plot on which the said Building is constructed, forms a part of the larger property which is more particularly described in the first schedule written. The Purchaser is also aware that the said plot is a part of the entire layout which is known as "LOK SARIKAR". The Developers shall be entitled either to form and register a co-operative society of all the buildings in the layout or to form a Co-operative Society of each individual building and apex co-operative society of all societies thus formed. The discretion shall solely lie with the Developers and the Purchaser shall have no objection of whatsoever nature in respect of the same. In view of the said entire scheme being a large property, the Individual Co-operative Societies in the said scheme shall not be entitled to any title deeds. The title deeds shall always remain with the Society owning the largest plot of land in the said scheme with

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the apex co-operative society as the case may be. The individual societies shall however be entitled to true copies of the title deeds that are in possession of the said owners and/or Developers herein.

31. The Developers hereby declare that the Floor Area Ratio (Floor Space Index) available in respect of the said entire land is as per the FSI statement given in the plans sanctioned by the Bombay Municipal Corporation (BMC) and that no part of the said Floor Space Index has been utilised by the Developers elsewhere for any purpose whatsoever. In case the said Floor Space Index has been utilised by the Developers elsewhere, then the Developers shall furnish to the Purchaser all the detailed particulars in respect of such utilisation of said Floor Space Index by him. In case while developing the said land the Developers have utilised any Floor Space Index of any other land or property by way of floating floor space index (TDR), then the particulars of such floor space index shall be disclosed by the Developers to the Purchasers. The residual F.A.R. (F.S.I.) in the plot of the layout not consumed will be available to the Developers till the completion of the scheme and registration of the Societies. Whereas after the registration of the Society the residual F.A.R. (F.S.I.) if any shall be available to the Society.



32. The Purchaser is aware that the said entire property more particularly described in the First Schedule hereunder written is divided by the Developers into various smaller plots for the effective development of the said entire property consisting of various buildings in the layout. The Purchaser is also aware that the Developers shall be consuming the full potential of F.S.I. in relation to the total area of the said entire property as permissible under the relevant D.C. Rules while constructing the said building on the basis of the approved, single layout. It has also been brought to the notice of the Purchaser that the F.S.I. consumed in the said building is has no relation with the area of the plot on which the said building is constructed. It is abundantly made clear to the Purchaser and all the Purchasers that none of the plots on which the said buildings are constructed shall be entitled to additional benefits of FSI in lieu of the open spaces, internal road, garden and/or the land appurtenant to the said building as the FSI of the entire property has been utilised fully by the Developers irrespective of the size or height or floor space consumed by the individual buildings. As far as possible the Developers may cause to form a Co-operative Society of an individual building but, however, it shall be at the discretion of the Developers to form a Society of more than one Building or all the buildings in a particular Sector. The Conveyance shall accordingly be executed in favour of such Society or Societies. In view of what is stated hereinabove it is hereby agreed that none of the purchasers and none of the Societies so formed shall claim any proportionate benefit of FSI in respect of their individual buildings, nor they shall be entitled to raise objection for the said imbalance in the distribution/consumption of FSI. The Developers shall have the option to get the said division of plots legally sub-divided in the Revenue Records subject to the rules and regulations of the concerned authorities.

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947-81

[Handwritten signature]

33. All costs, charges and expenses in connection with the formation of the Co-operative Society as well as the cost of preparing, engrossing, stamping and registering, all the agreements or any other documents or document required to be executed by the Developers or the Purchaser as well as the entire professional costs of the Advocates of the Developers in preparing and approving such documents shall be borne and paid by the proposed Society or proportionately by all the Purchasers or holders of premises in the said Building including the Purchaser herein and the proportionate share of the Purchaser shall be such amount as may be fixed by the Developers whose decision in this respect will be final and binding on the Purchaser. The Developers shall not be liable to contribute anything towards such costs, charges and expenses and the proportionate share of such costs, charges and expenses payable by the Purchaser shall be paid by him or the Developers immediately on demand.

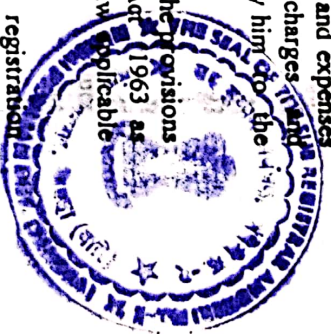
34. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 as amended upto date or any other provisions of law applicable thereto.

35. All costs, charges and expenses including registration charges of this Agreement shall be borne and paid by the Purchaser. The Purchaser is fully aware of the provisions of the amended Bombay Stamp Act which came into force with effect from 10 December, 1985. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps, Bombay or concerned authority, the same shall be borne and paid by the Purchaser alone including the penalty if any. The Developers shall not be liable to contribute anything towards the same nor shall the purchaser hold the Developers liable and/or responsible towards the stamp duty.

36. The Purchaser shall immediately after execution of this Agreement lodge the same for registration with the Sub-Registrar of Assurances and shall within two days after lodging the same furnish to the Developers a xerox copy of the receipt issued by the Sub-Registrar, to enable the Developers to admit execution thereof before the Sub-Registrar of Assurances.

THE SCHEDULE ABOVE REFERRED

TO ALL THOSE pieces or parcels of land lying and being at (a) survey No. 8, Hissa Nos. 4, 5 and 9 and 10(Part), survey No. 16, Hissa No. 13 and Survey No. 17, Hissa No. 5/1, 6(Part), 7, 8, 9 and 10 and bearing C.T.S.No. 284/1 to 8, 10, 11, 13, 15, 17 to 20, 26, 27, 28, 30, 35, 39 and 42, totally admeasuring 28982 sq.meters, (b) Survey No. 17, Hissa No. 6, having corresponding to C.T.S. No. 17, Hissa No. 6, having corresponding C.T.S. No. 138, admeasuring about 743.5 sq.meters, (c) Survey No. 17, Hissa No. 5, corresponding to C.T.S.No. 139, admeasuring about 575 sq.meters, (d) Survey No. 16, Hissa No. 13, corresponding to C.T.S. No. 144, admeasuring about 1674 sq.meters and (e) Survey No. 16, Hissa No. 4, corresponding to C.T.S.No. 132, admeasuring about 27212.9 sq.meters all situated within the



वदर-४/ २०
२०२२

(Handwritten signature)

37. "The Purchaser(s) undertake(s) to Developers that before taking possession of the premises, the purchasers(s) shall be exclusively liable for payment of service tax and any other liability imposed upon by the Government in future in respect of the premises purchased by the purchaser(s) and shall make the said payments to the Developers at the time of taking possession of the said premises or as and when such demand of payment on that account is made by concerned authority."

village limits of Marol in the Taluka Andheri, District Bombay
Suburban District.

THE SECOND SCHEDULE ABOVE REFERRED TO

1. Common Passages
2. Lifts, if any
3. Landings and Staircases
4. Overhead Water Tank
5. Common Plumbing Line, Sewerage Line & Drainage Line
6. Meter Room/ Cupboard
7. Common Terrace
8. Appurtenant land of the building
9. Common lights
10. Water main, Water Meter, Suction Tank and Pump Room
with pump and other accessories



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

SIGNED, SEALED AND DELIVERED

by the withinnamed Developers M/s.

LOK HOUSING & CONSTRUCTIONS

LIMITED in the presence of

[Handwritten signature]
.....



For Lok Housing & Constructions Ltd..

Director/Authorised Signatory

बदल-81
8442/29
2022

SEALED AND DELIVERED

by the withinnamed Purchaser/s

Mr./Mrs./Miss/Ms..... BAMBHANITYA

BAKBULAL LAXMAN.....

.....

in the presence of

Mr. *Shripakumar*
.....

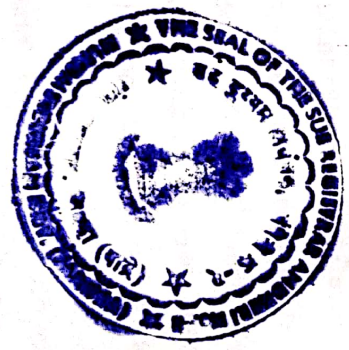


RECEIVED on or before the day and the year hereinabove written of and from the withinnamed Purchaser(s) the sum of Rs. 11 50 000/- (Rupees Eleven Lacs Fifty Thousand only) being the amount of advance payment and deposit within mentioned by the Purchaser(s) to be paid to us.

We say received
for LOK HOUSING AND CONSTRUCTIONS LTD

Debnath
DIRECTOR/AUTHORISED SIGNATORY

- Witnesses:
- 1. Mr. Shankarwar
Lok Bhawan
Lok Bhawadi Complex
M M Road, Andheri (E)
Mumbai - 59 *(S)*
 - 2. Mrs. Meesa. D.



447-81
2022
2022

P. VAS

B.Sc. LL.B.
Advocate High Court

9, "Gordon Villa", 1st Floor,
Above Canara Lunch Home
18, Hill Road, Bandra,
Bombay-400 050.
Tel. : 642 31 34

Exhibit - "A"

TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have investigated the title of M/s. Lajji Brothers, a firm registered under the Indian Partnership Act (hereinafter called "the said Owners") in the property more particularly described in the Schedule hereunder written.



फॉर-४/ १३२३

By an Agreement dated 30th June, 1994 made between the said M/s. Lajji Brothers, having its office at "Prarabdh", 15th Road, Khar (West), Bombay 400 052 of the One Part and M/s. Lok Housing and Constructions Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 14, Vishal Shopping Centre, Sir M.V.Road, Andheri (East), Bombay 400 069, therein and hereinafter called as "the Developers" of the One Part, the said Owners have allowed the Developers to develop the property more particularly described in the Schedule hereunder written and also executed Power of Attorney dated 30th June, 1994 in favour of the Developers.

(Signature)

The Additional Collector and Competent Authority (ULC) Greater Bombay has vide its Order u/s 8(4) of U.L. (G&R) Act, 1976 bearing No.C/ULC/6(1)/SR-IV-248/1186 dated 31.12.1988 read with corrigendum dated 03.10.1994 confirmed the statement filed by the said Owners under section 6(1) of the said Act and by further Order under section 20(1) of the said Act bearing No.C/ULC/D-III/Sec.20/(NGL)/SR-XIV/2259 dated 07.12.1994 has exempted the surplus vacant land from the provisions of Chapter III of the ULC Act.

In my opinion, the title of the said Owners to the property described in the Schedule hereunder written is clear and marketable and free from all encumbrances and reasonable doubts and the tenure of the land is freehold. By virtue of the said Agreement the Developers are entitled to construct buildings on the said land described in the Schedule as per plans sanctioned by the Municipal Corporation of Greater Bombay and to sell the flats and other premises in the said buildings to the prospective purchasers on ownership basis as per the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, management and transfer) Act, 1963 and to receive and appropriate consideration thereof.



THE SCHEDULE ABOVE REFERRED TO

शुक्र-२१
शुक्र-२३
२०२२

ALL THOSE pieces of parcels of land lying and being at (a) Survey No.8, Hissa Nos. 4, 5, 9 and 10(pt.), Survey No.16, Hissa No.13 and Survey No. 17, Hissa Nos.5/1, 6(pt.), 7, 8, 9 and 10 and bearing CTS Nos. 284/1 to 8, 10, 11, 13, 15, 17 to 20, 26, 27, 28, 30, 35, 39 and 42 totally admeasuring 28982 sq.mtrs, (b) Survey No.17, Hissa No.6, having corresponding to CTS No.138, admeasuring about 743.5 sq.mtrs, (c) Survey No.17, Hissa No.5, corresponding to CTS No.139, admeasuring about 575 sq.mtrs. (d) Survey No.16, Hissa No. 13, corresponding to CTS No. 144, admeasuring about 1674 sq.mtrs. and (e) Survey No. 16, Hissa No.4, corresponding to CTS No. 132, admeasuring about 27212.9 sq.mtrs. all situated within the village limits of Marol in the Taluka Andheri, District Bombay Suburban District.

Bombay this 25th day of July, 1995.

(P.VAS)

Advocate

2

This (1011)1000 G. is issued Subject to the provisions of Urban Land (Ceiling and Regulation) Act 1974

MUNICIPAL CORPORATION OF GREATER BOMBAY

BOMBAY 1961

MHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/5641/BSP/MS/BE/AK OF 20 JUN 1961
COMMENCEMENT CERTIFICATE

To: Shri - O.P. Modya Chh to Owners.



Sir,

With reference to your application for Development Certificate/Permit dated 14.11.60 for commencement of development under section 13 of the Maharashtra Regional and Town Planning Act 1966 and grant of Bombay Municipal Corporation Act 1888 to erect a building on the premises at Street Milindy Road village Mazel

Plot No. A-1 situated at Mazel, Andhera West

747-81
Permit 1572
2999

The Commencement Certificate/Building 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 Bombay 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 requirements imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.

(c) The Municipal Commissioner of Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant in such an event deriving title through or under him the development work in contravention of section 45 of the Maharashtra Regional and Town Planning Act, 1955.

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

The Municipal Commissioner has appointed **SHRI. N. R. KADYAN** Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.



This Commencement certificate is for carrying out the work upto 19 JUN 1996 and the height upto 8'-6" (2.6m).

Valid up to 19-6-1996
 For Full height upto 8'-6" (2.6m) Executive Engineer, Building Department, Municipal Commissioner, Greater Bombay

Asst. Eng. B. P. (WS) K/EAST
 For Full height upto 8'-6" (2.6m) Executive Engineer, Building Department, Municipal Commissioner, Greater Bombay

6/1/96

CERTIFIED TO THE TOWN PLANNING AUTHORITY

RECEIVED
 20/12/97

Further C.C. is now extended upto 20 DEC 1997

Further C.C. is now extended upto 76 APR 2001

Asst. Eng. B. P. (WS) K/EAST

20/12/97 CBI 5641 /BST/WS/AK 01

Further C.C. is now extended upto for Full height upto 8'-6" (2.6m)

Asst. Eng. B. P. (WS) K/EAST

KIRTI R. KADYAN
 ARCHITECT
 CA/26/740



27/05/2011

दुय्यम निबंधकः

अधेरी 2 (अधेरी)

दस्त गोषवारा भाग-1

वदर4

दस्त क्र 4889/2011

23/58

12:05:46 pm

दस्त क्रमांक : 4889/2011

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: बाबुलाल लक्ष्मण बागोनिगा - -

पत्ता: घर/फ्लॉट नं: सी 18, सरदार सिंग चाळ, पांडुरंग

वकिल वाडी, याकाला, साताकृष्ण पू मुं 55

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/ग

लिहून घेणार

वय

सही



लिहून देणार

वय

सही



2 नाव: लोक हीसिंग अॅन्ड कन्स्ट्रक्शन लि चे ऑथो

पत्ता: सिगनेटरी नरेंद्र धी शाह - -

लोकभारती कॉम्प्लेक्स, अधेरी पू मुं 59

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं

ईमारत नं





दस्ता गोपवारा भाग - 2

वदर4
दस्ता क्रमांक (4889/2011)
दस्ता क्र. 2

दस्ता क्र. [वदर4-4889-2011] या गोपवारा
बाजार मूल्य : 4141301 भावदत्ता 4254000 भरलेले मुद्रांक शुल्क : 195000
दस्ता हजर केल्याचा दिनांक : 27/05/2011 12:01 PM
शिवादन्याचा दिनांक : 24/05/2011
दस्ता हजर करणा-याची सही :

[Signature]

दस्ताचा प्रकार : (25) करारनामा
शिवाका क्र. 1 ची वेळ : (सादरीकरण) 27/05/2011 12:01 PM
शिवाका क्र. 2 ची वेळ : (फ्री) 27/05/2011 12:04 PM
शिवाका क्र. 3 ची वेळ : (क्यादी) 27/05/2011 12:05 PM
शिवाका क्र. 4 ची वेळ : (आख्ख) 27/05/2011 12:05 PM

दस्ता नोंद केल्याचा दिनांक : 27/05/2011 12:05 PM

आख्ख :
खालील इराम असे निवेदीत करावात की, नें दस्तापुन करण देण-यांना व्यक्तींशः ओळखतात,
व त्यांची आख्ख पटवितात.

- 1) गोपेश माजरेकर - , घर/प्लॉट नं: प्ल 20
गल्ली/रस्ता:-
ईमारतीचे नावः घाटकोपर
ईमारत नं:-
पेट/वसाहत:-
शाहर/गाव:-
वावुका:-
पितः -
- 2) सचिन गमरे - , घर/प्लॉट नं: सर
गल्ली/रस्ता:-
ईमारतीचे नावः -
ईमारत नं:-
पेट/वसाहत:-
शाहर/गाव:-
वावुका:-
पितः -

[Signature]



हा. तुयाना निरांक संशेरी-२
मुद्रा उधरवार दिनांक.

1) याना निरांक संशेरी-२
मुद्रा उधरवार दिनांक.
1) याना निरांक संशेरी-२
मुद्रा उधरवार दिनांक.
1) याना निरांक संशेरी-२
मुद्रा उधरवार दिनांक.

[Signature]
मुद्राक शुल्क: सवगत : बावकाम 2007
मु. निवडकाची सही
अंशेरी 2 (अंशेरी)



वदर-8/रसे 12011
मुसक र. मांश र. मांशक
नादरला
दिनांक: 20/14/2009
[Signature]
सह उधरवार नि. घा. संशेरी क्र. २
मुद्रा उधरवार दिनांक.



दुयम निबंधक: अंधेरी 2 (अंधेरी)

दस्ताक्रमांक व वर्ष: 4889/2011

नोंदणी 63 म.

Friday, May 27, 2011
12:05:54 PM

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : मरोळ

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 4,254,000.00
वा.भा. रु. 4,141,301.00
- (2) भू-मापन, पोटहिरसा व घरकमांक
(असल्यास) (1) सिटिएस क्र.: 284/1ते 42 वर्णन: सदनिका क्र 714, सातवा मजला, विल्डिंग नं डी,
लोकसरिता, मिलेट्री रोड, ऑफ मरोळ मरोशी रोड, अंधेरी पू मुं 59
- (3) क्षेत्रफळ (1) 64.87 चौ मि बांधीव
- (4) आकारणी किंवा जुडी देण्यात
असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा
दिवाणी न्यायालयाचा हुकुमनामा
किंवा आदेश असल्यास, प्रतिवादीचे
नाव व संपूर्ण पत्ता
(1) लोक हौसिंग अॅन्ड कन्स्ट्रक्शन लि वे ऑथो सिमनेटरी नरेंद्र पी शाह - ; घर/फ्लॅट नं.: 1,
लोक भवन, तळ मजला, लोकभारती कॉम्प्लेक्स, अंधेरी पू मुं 59; गल्ली/रस्ता: -; ईमारतीचे नाव:
-; ईमारत नं.: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर:
AAACL1881B.
- (6) दस्तऐवज करून घेण्या-या
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा
दिवाणी न्यायालयाचा हुकुमनामा
किंवा आदेश असल्यास, वादीचे नाव
व संपूर्ण पत्ता
(1) बाबुलाल लक्ष्मण बाभनिया - ; घर/फ्लॅट नं.: सी 18, सरदार सिंग चाळ, पांडुरंग बंकिंग
वाडी, वाकोला, साताकृष्ण पू मुं 55; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं.: -;
पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AEZPB8309L.
- (7) दिनांक करून दिल्याचा
नोंदणीचा
24/05/2011
27/05/2011
- (8) अनुक्रमांक, खंड व पृष्ठ 4889 /2011
- (9) अनुक्रमांक, खंड व पृष्ठ रु 195300.00
- (10) बाजारभावाप्रमाणे युदांक शुल्क रु 30000.00
- (11) बाजारभावाप्रमाणे नोंदणी
- (12) शेरा



धर्म
द. दुयम सि.क्र. अंधेरी-२
सुधार् उदयगार लिब्ररी.

Dated this 24th Day of May 2011

Lok Housing And Constructions Ltd

To

Ms. BAMBHANAYA

BABULAL

LAXMAN

AGREEMENT

For Sale of Flat / Shop No. T14 On 7th Floor in

Building No: D Type --

PROJECT Lok SARITA

SITE OFFICE

Lok SARITA

Military Road

Off. MH Road ANDHERI(E)

Mumbai - 400059

Scanned
1/11
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LOK GROUP OF COMPANIES

Regd. Office : 4, Lok Bhavan, Ground Floor,
Lok Bharathi Complex, Marol Maroshi Road,
Andheri (E), Mumbai - 400 059.
Tel.: 4049 4949, Fax : 2925 5207
Email : info@lokhousing.com
Website : www.lokhousing.com



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