

9.30,200/=

Flat 401

32

6869  
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3

287.37



Thursday, December 04, 2003

4:24:04 PM

**Original**

नोंदणी 39 म.

Regn. 39 M

**पावती**

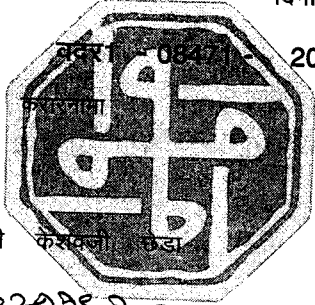
पावती क्र. : 8503

दिनांक 04/12/2003

गावाचे नाव विलेपार्ले

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार



सादर करणाराचे नाव: जयंती

नोंदणी फी

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

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (42)

एकूण

रु.

30000.00  
840.00  
30840.00

आपणास हा दस्त अंदाजे 4:38PM ह्या वेळेस मिळेल

**DELIVERED**

बाजार मुल्य: 12267500 रु. माबदला: 11000000 रु.

भरलेले मुद्रांक शुल्क: 930200 रु.

दुय्यम निबंधक  
अंधेरी 1 (बांद्रा)

सह. दुय्यम निबंधक अंधेरी-१,  
धुवई उपनगर जिल्हा.

# GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : 77

Receipt Date : 02/12/2003

Received From : JAYANTI KESHAJI CHHEDA

On Account of : 102-(II)

MMRDA Counter

बुकर
2003
Amount (In Rs.)

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code
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PO	721175	01/12/2003		930200.00
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Bank Name : DENA BANK (DEB)  
Branch Name : VILE PARLE (W) (VPW)

**DELIVERED**



Case No. :

Lot No. :

Lot Date :

Total D. O. :

**DELIVERED**

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
<p><b>DELIVERED</b></p>				
Total :				

Rs. : 930200.00 Rupees : Nine Lakh Thirty Thousand Two Hun -  
dred Only

Cashier / Accountant

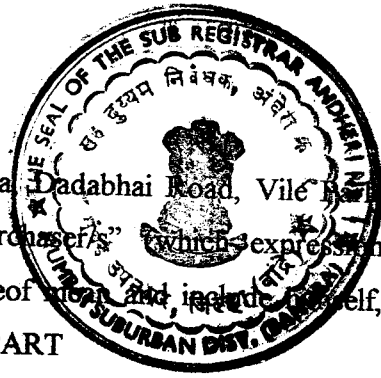
Signature / Designation

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ARTICLES OF AGREEMENT made and executed at Mumbai this 4 day of December, 2001 BETWEEN MANOJ MOHANLAL GORADIA, having his office at "AVNI SAGAR" Dadabhai Cross Road No. 2, Opp. Gokalibai School, Vile Parle (West), Mumbai 400 056, hereinafter called "The Developer" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) of the ONE PART

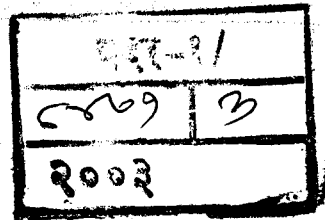
AND

Smt/Shri Jayanti Keshavaji Chheda residing at Dwarika, Dadabhai Road, Vile Parle (West), Mumbai-400056 hereinafter called "The Purchaser" (which expression unless it be repugnant to the context or meaning thereof mean and include herself, her heirs, executors and administrators) of the OTHER PART



Rs. Nine Lac thirty thousand two hundred only  
 R.No. 99  
 by P.O.  
 Jayanti Chheda  
 TOWN HALL  
 MUMBAI  
 MAH-GSO/0063  
 INDIA  
 GENERAL STAMP  
 OFFICE  
 1433  
 102817  
 DEC 02 2001  
 SPECIAL  
 ADHESIVE  
 Rs. 0930200/- B 1060  
 STAMP DUTY MAHARASHTRA

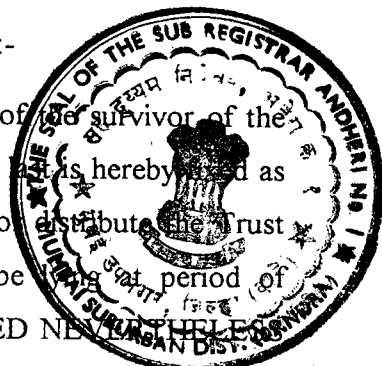
ST. SUPERINTENDENT OF STAMPS  
 MUMBAI



WHEREAS:-

- (i) By an Indenture of Trust dated 30<sup>th</sup> day of August, 1941, made between Keshavlal Naranji Bhatt, therein as also hereinafter referred to as "the Settlor" of the One part and Keshavlal Naranji Bhatt and Gotimbai Keshavlal Naranji Bhatt, therein referred to as "the Trustees" of the other part (hereinafter referred to as "the said Trust") the Settlor therein out of nature love and affection for his wife and children settled a sum of Rs.35,000/- (Rupees Thirty Five Thousand only) upon the Trust subject to the terms and conditions and powers therein contained. The said trust was named as "Keshavjee Naranjee Family Trust".
- (ii) Pursuant to the Power and provisions reserved unto the Trustees and contained in the said Trust, the Trustees for the time being under the said Indenture of Trust invested the funds in purchase of two properties on bearing CTS Nos. 881, 881/1, 881/2, 881/3 and 881/4 admeasuring about 1361.75 square yards equivalent to 1138.60sq.mtres situated at Bhagat Singh Road, Vile Parle (West), Mumbai 400 056 and more particularly described in the First Schedule hereunder written and the other bearing CTS Nos. 885, 885/1, 885/2, 885/3, 885/4 and 885/5 aggregate admeasuring about 1680.84 square yards equivalent to 1405.40 square meters situated at Dadabhai Cross Road No. 2, Vile Parle (West), Mumbai 400 056 (hereinafter referred to as the said property) and more particularly described in the Second Schedule hereunder written.
- (iii) The Trustees for the time being under the said Trust are seized and possessed of or otherwise well and sufficiently entitled to the said properties more particularly described in the First and Second schedule hereunder written subject however to the power provisions and conditions contained in the said Indenture of Trust.
- (iv) The said Indenture of Trust interalia provides as follows :-

"The First day of January, 1941 or the date of death of the survivor of the SETTLOR and the said Gombibai whichever date is the later is hereby fixed as the period of distribution when the Trustees shall pay or distribute the trust fund such sum or sums of the SETTLOR as may be due at the period of distribution if more than one in equal shares PROVIDED NEVERTHELESS that if any son or sons of the SETTLOR shall die before the period of distribution leaving a son or sons living at the period of distribution such son or sons shall stand in the place of such deceased son of the SETTLOR and take per stripes in equal shares between them, if more than one, the share of

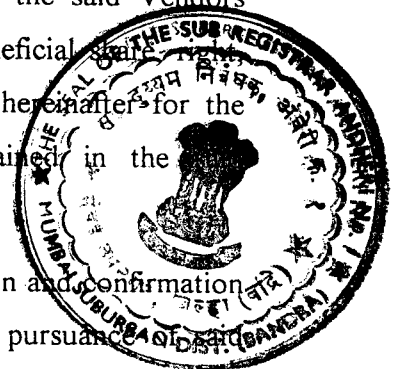


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the trust fund which such deceased son of the SETTLOR would have taken had he been living at the period of distribution".

- (v) Pursuant the provision of Trust as provided in preceding rental SHRI. JAWAHAR KESHAVLAL BHATT, alongwith JASVANTLAL KESHAVLAL BHATT, RASIKLAL KESHAVLAL BHATT AND MANOJ PRATAPRAI BHATT, being the only beneficiaries under the trust each would be come entitled to 1/4<sup>th</sup> undivided right, title and interest in the Trust fund and/or property on the demise of the said SMT. GOMTIBAI (as provided in the foregoing clauses) and as such each of the beneficiaries are entitled to sell and assign their respective 1/4<sup>th</sup> undivided share, right, title and interest in the said Trust properties to which they are entitled to and/or would become entitled to on the happening of the event described in the said Indenture of Trust.
- (vi) By separate Agreements dated 8<sup>th</sup> December, 1987, entered into by and between (1) JASWANTLAL KESHAVLAL BHATT, (2) JAWAHAR KESHAVLAL BHATT, AND (3) MANOJ PRATAPRAI BHATT, respectively as the beneficiaries and Vendors therein (hereinafter referred to as "the VENDORS") and the Developer herein, therein referred to as the "PURCHASER", the said Vendors therein agreed to sell and assign their 1/4<sup>th</sup> undivided beneficial share, right, title and interest in the said Property to the Developer herein at or for the Consideration and on the terms and conditions contained in the said Agreement.
- (vii) By an Agreement dated 10<sup>th</sup> February, 1988, entered into between RASIKLAL KESHAVLAL BHATT, and his heirs, as one of the beneficiary as "Vendors" therein (herein after referred to as the said "Vendor") and the Developer herein therein referred to as the "Purchaser", the said Vendors therein agreed to sell and assign their 1/4<sup>th</sup> undivided beneficial title and interest in the said property to the Developer hereinafter for the consideration and on the terms and conditions contained in the Agreement.
- (viii) Smt. Gomtiben Keshavlal. Bhatt has given her No Objection and confirmation in favour of Developer to develop the said property in pursuance of the said agreements.
- (ix) Pursuant to the said Agreements dated 8<sup>th</sup> December, 1987 and 10<sup>th</sup> February, 1988, the said Vendors executed an Irrevocable General Power of Attorney in favour of the Developer herein to enable the Developer to develop the said Property.



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The said Vendors have authorised the Developer to deal with the existing Tenant/s at their own cost and on the terms and conditions as may be acceptable to them.

By letter dated 8<sup>th</sup> day of December, 1987, the said SMT. GOMTIBAI KESHAVLAL BHATT, issued in favour of the Developer herein confirmed and gave her No Objection to the above referred Agreements dated 8<sup>th</sup> December, 1987 and in respect of the said properties belonging to the Keshavjee Naranjee Family Trust, between the said Vendors and the Developer herein.

By a Deed of Conveyance dated 16<sup>th</sup> January, 1990 duly registered the original owners, being the beneficiaries under the trust stated above have transferred, conveyed and assigned their rights, title and interest into and upon the said property in favour of Developer herein. The Developer thus has become the absolute owner of the said property and is fully authorised and empowered to deal with the Tenant/s/Occupants on the said property.

(iii) The Purchaser has requested to the Owner/Developer for allotment to the Purchaser of a residential premises being Flat No. 401 on the 4<sup>th</sup> Floor of "C" Wing of the Building named "Avni - Sagar" on "OWNERSHIP BASIS" hereinafter written (which Flat hereinafter referred to as "THE SAID FLAT").

(iv) Pursuant to the request thus made by the Purchaser, the Owner/Developer has agreed to sale to the Purchaser at the price and on the terms and condition hereinafter written.

(v) The Developer has represented to the Purchaser that he has obtained NOC from the Competent Authority appointed under the ULC Act to re-develop the said property

(vi) The Developer has represented to the Purchaser/s that he has sanctioned from the Municipal Corporation of Greater Mumbai, under TOD No.4182 dated 24.5.1993 obtaining requisite permission for development of the property and for construction of building/ buildings.

(vii) Commencement Certificate dated 24.5.1996 is granted by the Executive Engineer, Building Proposal, for the said building.

(viii) The Developer has represented to the Purchaser that he has got good right and absolute authority to develop the said property. The title as to the said property is certified by M/s. Singh & Shah, Associates Advocates. Copy whereof is annexed hereto and marked as Annexure-"A".



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- (xix) The Copy of the C.T.S. plan, location plan, I.O.D, C.C. and copy of the Property Register Cards are annexed here to and marked as Annexure "B", "C", and "D", "E" and "F".
- (xx) The Developer has constructed the said building as per the building plans sanctioned by the Municipal Corporation of Greater Mumbai and seen by the Purchaser/s.
- (xxi) The Purchaser has/have execute all the declaration letter as required under MOFA.
- (xxii) The parties hereto have agreed to execute there present in the manner hereinafter appearing.

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

- 1) The Developer hereby declares that he is entitled to develop the said Plot of land bearing C.T.S No. 881, 881/1 to 881/4 and C.T.S. No. 885, 885/1 to 885/5 constructing a new building and also to sell the Flats therein to the prospective buyers and to give alternative accommodation to the Tenant/s on the "Ownership Basis".
- 2) It is hereby recorded that the Owner/Developer has hereby agreed to sale to the Purchaser and the Purchaser has agreed to Purchase from the Owner/developer Flat No. 401 on the 4<sup>th</sup> Floor of "C" Wing of the building named "Avni - Sagar" situated at Dadabhai Cross Road No. 2, Vile - Parle ( West ), Mumbai-400056. being constructed by the Owner/Developer on the Property more particular described in the Schedule hereunder written (hereinafter referred to as "THE SAID PROPERTY"). The said Flat here by agreed to be sold by the Owner/Developer to the Purchaser admeasuring about 2200.00 Square Feet Carpet Area. The Owner/Developer has agreed to sale The said Flat to the Purchaser at or for the price of Rs. 1,10,00,000.00 ( Rs. One Crore Ten Lacs Only ) which is payable in the manner provided in clause 3 hereof.
- 3) In view of the construction of the "C" Wing of the building on the said property is completed substantially the Purchasers doth hereby agree to pay to the Owner/developer the consideration of Rs. 1,10,00,000.00 ( Rs. One Crore and Ten Lacs only )
- 4) An aggregate some of Rs. 22,50,000.00 ( Rs. Twenty Lacs Fifty Thousand only ) paid prior to execution of this Agreement.
- 5) Balace sum of Rs. 90,00,000.00 ( Rs. Ninety Lacs only ) to be paid on or before 15<sup>th</sup> December 2003.

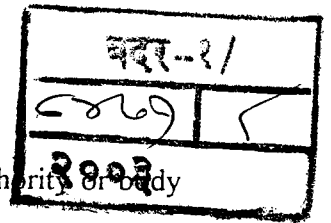




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- 6) The fixtures, fittings and amenities to be provided by the Developer in the said building and the said premises are those that are set out in the Fourth schedule hereunder written.
- 7) The Developer shall construct the said building consisting of stilt and 7 (Seven) upper floors to be named as Avni Sagar consisting of commercial/residential premises/garages etc. on the said property in accordance with the plans, designs, specifications, approved by the concerned local authority and which have been seen by the Purchaser/s with such variation and modification as Developer may consider necessary or as may be required by the concerned local authority/Government.
- 8) The area of the said premises agreed to be given to the Purchaser is on the basis of the Carpet Area. The calculation of the built up area includes the full thickness of internal and external walls, passages, toilets, staircase and any other area used as amenity to the building such as balcony, metre room, Poarch, society office, Servant room etc. proportionately.
- 9) The Developer hereby agrees to observe, perform and comply with all the terms and conditions stipulation and restrictions if any which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the premises to the Purchaser/s, Tenant/s obtain from the concerned local authority occupation and/or completion certificates in respect of the premises.
- 10) The Purchaser shall prior to taking possession of the flat and/or premises pay to the Developer the sum of Rs.10,000/- (Rupees Ten Thousand only) which will be held by the Developer as Deposit and the Developer shall be entitled to utilise money from such deposit towards payment of Municipal Taxes and other out goings as stated aforesaid in event of the Purchaser/s making any default in payment thereof regularly as agreed herein by him/her/them. In the event if such deposit is exhausted the Purchaser/s hereby agrees to pay such deposit on demand being made by the Developer.
- 11) The Developer shall open separate account and deposit all the amount received by them from the Purchaser/s in such account and after formation of Cooperative Society and/or Limited Company transfer such deposit or balance thereof to such Cooperative Society and/or Limited Company as the case may be.
- 12) The Purchaser shall, on demand deposit with the Developer, a sum of Rs. 5000/- (Rupees Five Thousand only) to be Paid by the Developer to Bombay Suburban Electricity Supply, towards the installation of Electric Meter and a further Sum of Rs. 5000/- (Rupees Five thousand only) to be paid by the Developer to the Municipal Corporation of Greater Bombay towards the installation of water meter





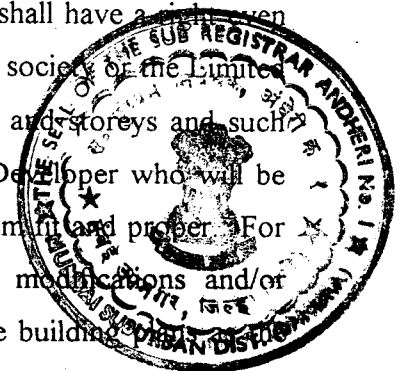
and/or any other deposit to be paid by the Developer to any other Authority or body concerned. The Purchaser/s shall also, on demand by the Developer, pay an amount of Rs. 260/- (Rupees Two Hundred and Sixty only) towards the shares money and entrance fee towards the membership of the Co-op. Hsg. Society that shall be formed as hereinafter appearing. In the event if any additional amount becoming payable in respect of the aforesaid items, the Purchaser/s shall pay the same upon demand being made by the Developer.

13) If at any time hereafter any Development and or Betterment Charges or other Levies sought to be recovered by the Municipal Corporation of Greater Mumbai, the government or any other public authority in respect of the said property and/or the building to be constructed thereon, the same shall be paid by the Purchaser and Purchaser/s of flats and/or premises in the Building to be constructed on the said property proportionately.

14) The Purchaser hereby agree, confirm and declare that if at any time in future any additional FSI is available then in that event, the Developer alone shall be entitled to utilise the said FSI on the new building to be constructed or in the other building on the same plot and dispose of the flat/shop/garage so constructed on what is known as "ownership basis" to such person or party of their choice and that the Purchaser/s shall not be entitle to object to the Developer utilising or consuming the said FSI if any and this shall operate as an irrevocable consent on the part of the Purchaser/s to the Developer for utilising or consuming the said FSI to which the Developer alone shall be entitled.

15) The Purchaser/s shall have no claim save and except in respect of the said premises agreed to be acquired by them and all the open spaces, lobbies, lifts, terraces, etc. will remain the property of the Developer until the whole building is transferred to the Proposed Cooperative society or the limited company as hereinafter mentioned but subject to the right of the Developer as hereinafter stated.

16) Subject to the Contents of clause No.14 the Developer shall have a right to even after the execution of the conveyance in favour of the proposed society or the Limited Company to make additions or to put up additional structures and storeys and such additional structures and storeys shall be the property of the Developer who will be entitled to dispose of the same in such a manner as he may deem fit and proper. For this purpose the Developer shall be entitled to make such modifications and/or alterations as regard the additional structure and storeys in the building. Developer shall deem fit and this shall operate as an Irrevocable Consent on the part of the Purchaser/s to the Developer for making such alternations and/or additions provided that such addition does not in anyway effect and/or prejudice the rights granted in favour of the Purchaser/s in respect of the said premises agreed to be



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acquired by the Purchaser/s. The Developer shall be at liberty to sell, assign or otherwise deal with or dispose of their right or interest in the said property or the said building to be constructed by the Developer provided such sale and/or assignment shall be subject to the right of the Purchaser/s provided further that such sale and transfer shall not prejudice the right of the Purchaser/s herein.

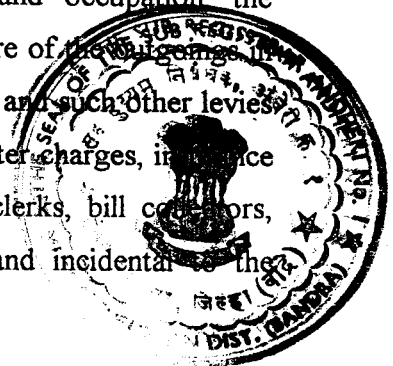
17) Before taking possession of the said premises the Purchaser/s shall sign and/or execute all writings and papers as may be reasonably required by the Developer including possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the society and/or limited company and/or association as the case may be, and shall pay arrears of the construction cost payable by him/her to the Developer/s. Under no circumstances, the Purchaser/s shall be entitled to the possession of the premises until all the payments required to be made under this Agreement by the Purchaser/s have been made to the Developer/s and other obligations, terms and conditions agreed by the Purchaser/s and mentioned in this Agreement are carried out fully by the Purchaser/s.

PROVIDED that if within a period of one year from the date of handing over the possession of the said premises the Purchaser/s brings to the notice of the Developer any defect in the said premises or the said building in which the said premises is/ are situated or the material used therein or any unauthorised change/s in the construction of the said building, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defects and/or unauthorised changes.

18) The Developer shall make all necessary arrangements for water supply as per the Rules and Regulations of M.M.C. All the deposits required to be paid by the Developer to the M.M.C. shall be paid out of the deposits made by the Purchaser/s under this Agreement.

19) Commencing a week after the notice in writing is given by the Developer to the Purchaser/s that the said premises are ready for use and occupation the Purchaser/s shall be liable to bear and pay the proportionate share of the outgoings in respect of the said building, viz., local taxes, betterment charges and such other levies levied by the concerned local authorities and/or government, water charges, insurance premia, common lights, repairs and maintenance, salaries of clerks, bill collectors, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and the building.

20) The Purchaser/s agree/s and undertake/s on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the



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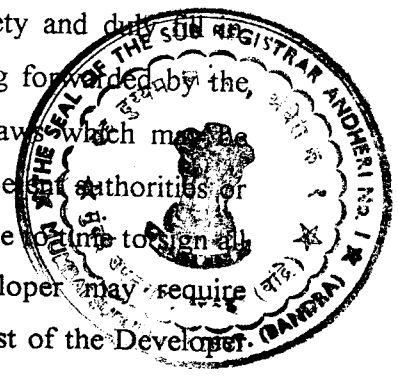
Developer for further, better and more perfectly effecting or carrying out the provisions hereof or for protecting or preserving the rights and interests on the part of the Purchaser/s.

21) The Purchaser/s shall use the said premises for residential purpose for his own use and shall maintain his said premises acquired by him at his own cost in the same good condition, state and order in which it is delivered to him and shall abide by all the bye-laws, Rules and Regulations of the government, Mumbai Municipal corporations and B.S.E.S. Limited and/or any other authority or authorities and local bodies shall stand, answer be answerable and be responsible for all actions, and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this agreement. The Purchaser/s shall not in any manner cause nuisance and/or annoyance to the occupiers of the other flats/shops/garages in the said building.

22) The Purchaser/s shall not use or permitted to be used the said flat and/or premise or any part or portion thereof for any immoral activities or for any other purpose, not permitted by the Municipal Corporation of Greater Mumbai.

23) The Developer shall form and register Co-operative Housing Societies of the Tenants and Purchaser/s of the other premises in each building to be constructed on the said pieces of land and the Developer shall hold the possession and the ownership of the unsold premises and common areas under the provisions of Section 10 of the Maharashtra Ownership flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

24) The Purchaser/s agree/s and undertake/s to become a member of the society and/or the Limited Company as the case may be that may be formed and/or registered for the purpose of the said building and also from time to time sign and execute the application for registration of such Society and/or Limited Company and other papers and documents necessary for the formation and the registration of the society or the Limited Company including the bye-laws of the Proposed Society and duly sign and execute and return within three days of the same being forwarded by the Developer. The purchaser/s shall not object to the draft bye-laws which may be required by the Registrar of Co-operative Societies or other competent authorities or Flat Holder Associations. The purchaser/s shall be bound from time to time to sign all papers and documents and to do all other things and Developer may require him/her/them to do from time to time for safe guarding the interest of the Developer and the Purchaser/s in the said Building.



25) The Purchaser/s hereby covenant to keep the said premises and its walls and partitions, wells, sewers, drains, pipes and appurtenances belonging thereto in good

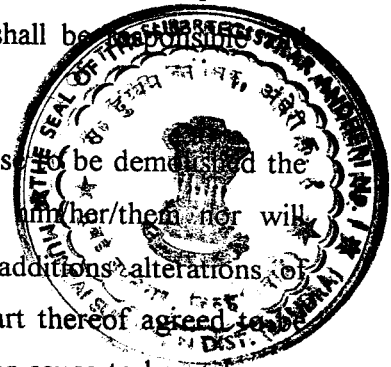
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and tenantable repairs and trend condition and in particular so as to support shelter and protect the parts of the Building other than his Flats in the said Building/Property.

26) The said property with the said building shall be conveyed to the Co-operative Housing Society and/or Limited Company registered/incorporated for the said Building/s. The said Society shall be registered only after the said property shall have been fully developed and all the Premises in the said Building are sold and disposed off. The Purchaser/s shall become a member of the said Society (which is to be formed solely for the purpose of the said Building) and the Developer shall execute the Conveyance in respect of the said property with the said Building in favour of the such Co-operative Society and/or Limited Company. Until such Conveyance is executed, the right of the Purchaser/s shall be confined only to the said Premises and the Purchaser/s and/or the Society and/or Limited Company to be formed for the purpose of the said Building shall have no right on any portion of the said property. The conferment of right shall take place only in respect of the said property and the said building in favour of the Co-operative Society and/or Limited Company and/or association on the Execution of the Conveyance in its favour as aforesaid. If the Developer so think proper and convenient, the Developer may execute separate Conveyances in respect of the separate buildings and the land underneath the same and available appurtenants area in favour of the separate societies and conveyance in respect of the common areas, roads and gardens etc. in favour of the Apex Society or other Association of the separate Societies. Unless all the tenant/s and the Purchaser/s of flats, shops and other premises etc. have paid their contribution for Stamp Duty and Registration Charges to the Developer, the Developer shall not be bound to execute conveyance in favour of the society and/or Limited Company and/or Apex Society as the case may be.

27) It is further agreed, confirmed and declared by Developer that in case of the Purchaser/s selling or transferring his Ownership rights in the premises given under these present, the Developer shall not charge or take the transfer fees for the same only for the first transfer. However, for the subsequent transfers the Developer shall be entitled to charge the transfer fees and the Transferor shall be responsible liable to pay the same.

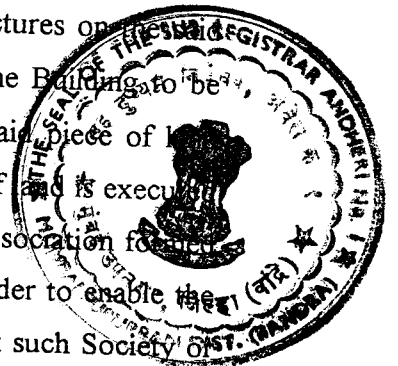
28) The Purchaser/s shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by him/her/they nor will he/she/they at any time make or cause to be made any additions, alterations of whatsoever nature to the said Flats/Shops/Garages or any part thereof agreed to be taken by his/her/they nor will he/she/they at any time make or cause to be make any additions, alterations of whatsoever nature to the said Flats/Garages or any part thereof, without prior written permission from Developer or M.M.C. or Competent



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Authorities. The Purchaser/s shall not be permitted to enclose the Verandha or lounge or balconies without the previous permission from the Developer or make any alternation in the elevation and outside colour scheme of the said premises to be acquired by the Purchaser/s.

- 29) After handing over the possession of the said Premises to the Purchaser/s if any additions or alterations in or about or relating to the said Flat is required to be carried out by the Government Authority, Municipality or any statutory authority the same shall be carried out by the Purchaser/s of the said Premises in the Flat at his own costs and the Developer shall not be in any way liable or responsible for the same.
- 30) The Purchaser/s shall not do or permit to be done or make any act or things which may render or void or voidable any insurance of any Flat/Garage or any part of the Building or cause any increased premium to be payable in respect thereof.
- 31) The Purchaser/s shall not throw dirt, rubbish, garbage or other refuse or permit the same to be thrown out from his said Premises for the purpose of repairing in any part of the Building or apartment or in the compound or any portion of the Building.
- 32) In the event of the Society or the Limited Company being formed and registered before the sale and disposing of all the Flats/Garages in the Building by the Developer the power and authority of the Society or the Limited Company so formed or of the Purchaser/s of the Flats/Shops/Garages shall be subject to the over all power of the Developer in any of the matters concerning the Building, the construction and completion thereof and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards the unsold Flats//shop/Garages and the disposal thereof is concerned.
- 33) If at any time hereafter, the Floor Space Index (F.S.I) in respect of the said piece or parcel of land described in the First schedule hereunder written shall be increased the benefit of such increase in F.S.I. shall be available to the Developer alone and the Developer shall be entitled to put up additional structures on the pieces of land either by way of putting up additional storeys on the Building to be constructed as aforesaid or by putting up new structures on the said piece of land irrespective of whether the Conveyance in respect of the said piece of land is executed in favour of a Co-operative Society or a Limited Company or an Association for the benefit of the Purchaser/s and flat Purchaser/s of the other premises. In order to enable the Developer to put up such additional structures or construction work such Society or Limited Company or Flat Owners Association of persons shall give such facilities as may be necessary and shall also sign all the documents as and when required by the Developer or his Nominee or Nominees for additional construction work. This shall operate as an Irrevocable Consent on the part of the Purchaser/s.



मदर-२/  
२००३

of the said Buildings are those as set out in the Annexure 'G' and the Purchaser/s, Tenant/s has/have satisfied himself/herself/themselves about the design of the said Building and also about the specifications and amenities to be provided therein.

34) The Purchaser/s, Tenant/s hereby agrees to observe and perform all the rules and regulations which the said Society or Limited Company or any other incorporated Body or Flat Owners Association may adopt at its inception and amendments thereto from time to time and at all times for the protection and maintenance of the interest of the members and for observing and confirming to the Building rules and the Municipal Bye-laws and regulations in force and for fully and properly, vesting the said property in the said Society and/or Limited Company and for observing and performing various stipulations and conditions laid down by the said Society regarding the use and occupation of the particular tenements by the particular members and to contribute regularly and punctually towards the expenses to be incurred for maintenance and up keep charges.

35) The Purchaser/s, Tenant/s shall at no time demand partition of her interest in the said Building and/or the said Property it is hereby agreed and declared by the Purchaser/s, Tenant/s that her interest in the said property is impartible.

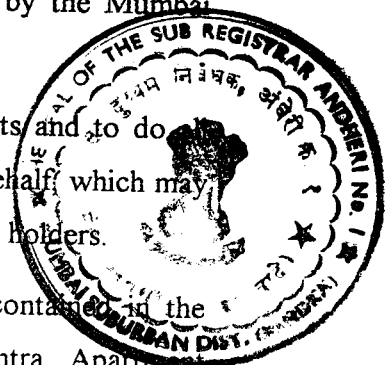
36) Any delay or indulgence by the Developer in enforcing any of the terms of this Agreement or forbearance of giving of time to the Purchaser/s, Tenant/s shall not be considered as the waiver on the part of the Developer of any breach or non compliance of any of the terms and conditions hereof nor shall such forbearance or giving of time shall in any manner prejudice the rights of the Developer.

37) It is also specifically agreed that in the event of the Developer build open or closed Garages any time in future, the Developer shall be solely entitled to build and dispose of such Garage/s and to appropriate the purchase price in respect thereof for their own benefit. The Purchaser/s, Tenant/s shall not have any right in respect of such Garages if and when the same are permitted to be built up by the Mumbai Municipal Corporation.

38) The Purchaser/s, Tenant/s shall sign all papers and documents and to do other things as the Developer may require from time to time in this behalf which may be necessary for safeguarding the interest of the said flats/shops/garage holders.

39) This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership of Flats Act, 1963 and the Maharashtra Apartment Ownership Act, 1970 and any other provisions applicable thereto.

40) The Purchaser/s has/have taken inspection of all the documents of above said plot and other papers relating to the title and development work of the said property and is satisfied with the same and that the Purchaser/s shall not be entitled to further



बदर-१/  
२००३

investigate the title or raise any objection with regard hereto or any other matter relating thereto.

- 41) The Developer hereby declare that the amenities to such alternate accommodation on above said plot shall be as per list annexed hereto and marked Annexure "G". The Purchaser/s, Tenant/s shall pay additional charges for any other amenities that he/she/they may require and the Developer may in their description agree to provide to the said premises over and above the amenities shown in the list.
- 42) All costs, charges and expenses in connection with preparation, engrossing, stamping and any other documents required to be executed by the Developer or by Purchaser/s, Tenant/s stamp and registration charges in respect of such documents transferring land and building in favour of the Co-operative Society and/or Apex Society or Limited Company or any Association as well as the entire professional cost of the Advocates of the Developer in preparing and/or approving all such documents shall be borne and paid by the society or proportionately by the members of such society. The Developer shall not contribute anything towards such expenses. The Purchaser/s, Tenant/s and the Society shall not demand the proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in clause No.19 above.
- 43) The Purchaser/s, Tenant/s shall bear and pay the cost of registration and stamp duty. The Purchaser/s, Tenant/s shall present this agreement as well as the Conveyance at the proper registration office for registration within the time prescribed by the Registration Act and the Developer will attend the office of Sub-Registrar and admit execution thereof. Till this agreement is not registered the Developer shall not be bound to hand over the possession of the said premises to the Purchaser/s Tenant/s.
- 44) All notices to be served on the Purchaser/s, Tenant/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchasers Tenant/s by Registered A.D /Under Certificate of Posting at her address specified below :-

**ADDRESS :-**

Flat No.1, Gr. Floor, Dwarika, Dadabhai Road,  
Vile Parle (West), Mumbai- 400 056.

- 45) This agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Maharashtra Act No.XV of 1971) and the Rules thereunder and/or any other enactment and/or amendment thereof.

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



Handwritten initials or signature in the bottom left corner.



बदर-१/	
८४७	२५
२००३	

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece or parcel of land or ground together with the messuages Tenant/s buildings standing thereon situate, lying and being at Dadabhai Cross Road No.2, Village Vile Parle (West), in the Registration Sub-District and district of Mumbai City and Mumbai Suburban bearing CTS No. 881, 881/1, 881/2, 881/3 and 881/4 in aggregate admeasuring about 1361.75 Square Yards equivalent to 1138.60 square Metres or there about

**THE SECOND SCHEDULE ABOVE REFERRED TO**

ALL THAT piece or parcel of land or Ground together with the messuages tenements building standing thereon situate, lying and being at Bhagatsingh Road, Village Vile-Parle in the Registration Sub-District and District of Mumbai City and Mumbai Suburban bearing C.T.S. No. 885, 885/1, 885/2, 885/3, 885/4 and 885/5 in aggregate admeasuring about 1680.84 Square Yards equivalent to 1405.40 Square Meters. or there about of Final Plot No.23 (Part) and 24 (Part) of Vile Parle, T.P.Scheme No.VI.

SIGNED, SEAL AND DELIVERED )  
 by withinnamed "the Developer" )  
 MANOJ MOHANLAL GORADIA )

*Manoj. M. Goradia*

in the presence of AYNI. M. GORADIA )

*Ayni. M. Goradia*

SIGNED, SEAL AND DELIVERED )  
 by withinnamed "the Purchaser/s" )  
 1) JAYANTI KESHAVAJI CHHEDA )

*Jayanti K Chhedra*

in the presence of NIRMALA. J. CHHEDA )

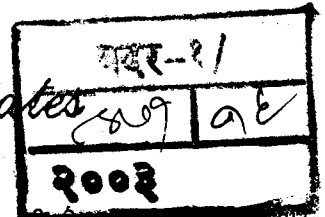
*Nirmala J. Chhedra*



# Singh & Shah Associates

ADVOCATES

VIJAY SINGH  
NILANJANA SHAH  
RAJESH SINGH  
MANGESH R. RANGNEKAR



Opp. Railway Station V. P. Road,  
Vile Parle (W). Mumbai-400 056.  
Tel. : 611 49 79

Regd. A.D./U.P.C.  
Hand Delivery

5th. August 1999.

## CERTIFICATE OF TITLE.

Sub : Property bearing C.T.S. No. 881, 881/1 to 881/4, of Village Vile Parle, Situated at Dadabhai Cross Road No. 2, Vile Parle West, Mumbai 400 056.

Ref : Deed of Conveyance dated 16th day of January 1990, between Shri Rasiklal K. Bhatt & Others.  
V/s.

Shri Manoj mohanlal Goradia.

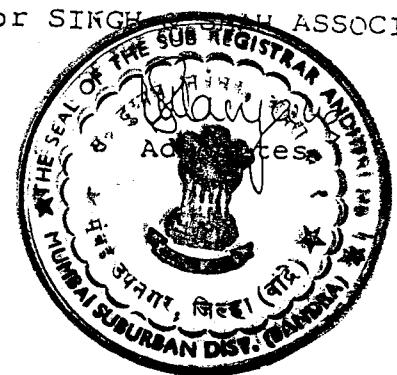
This is to certify that we have investigated the title of Original Owners i.e. (1) SHRI RASIKLAL K. BHATT, (2) SHRI ALKESH R. BHATT, (3) SHRI AJAY R. BHATT, (4) SHRI JAYESH R. BHATT, of the First Group, (5) SHRI JASWANTLAL K. BHATT, (6) SHRI JAYESH J. BHATT, (7) SHRI JITESH J. BHATT, of the Second Group, (8) SHRI JAWAHAR K. BHATT, of the Third Group and (9) SHRI MANOJ P. BHATT, of the Fourth Group, of the above property, who have sold the property to the purchaser SHRI MANOJ MOHANLAL GORADIA, vide Deed Of Conveyance dated 16th day of January 1990.

We have further investigated the records of rights and other documents of title which stand in the name of SHRI MANOJ MOHANLAL GORADIA.

In our opinion that the title of SHRI MANOJ MOHANLAL GORADIA, the present owner for the above property is marketable and free from all encumbrances.

Dated this 5th day of August 1999.

for SINGH & SHAH ASSOCIATES.



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W.O.A.B. (G.A.)  
DATED: 12-0-1970  
RULED CARD



1970

1970

68-1970  
59-6-18

68.64  
252.0

पासून

केशवनाथ नारणजी भट्ट  
जमिनी - गोमतीबाई - केशवनाथ पुत्र भट्ट गोमतीबाई

1-9-JAN-1970

क्र. 1	रमिकहाल	केशवनाथ भट्ट
क्र. 2	जनहारहाल	केशवनाथ भट्ट



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बदर-१/  
 २००३

१३  
 ७५

मा. अप्पर उप जिल्हा अधीन नं. ७२, अंधरी यांचे दांडील  
 आदेश क्र. ए. डी. सी. ए. ए. स्. डी. / ए. ३५६७  
 दिनांक १२.०२.०३ अन्वये विनशती घात्याची  
 नोंद घेतली. न. भू. क्र. ००१/०३

२  
 ९०

अर्ज, जावान मे.  
 कुमठ विनशत स.र.  
 नो. नं. पी-३३३/३०  
 दि. २/२/०३  
 टि. २/२/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३

(H)  
 मनोज मोहनदास जोराडिया

न. भू. क्र. ००१/०३  
 मु. उ. जि. मुंबई

दिनांक २/३/०३  
 जि. नि. भू. अ.

सथा न. भू. अ. क्र.  
 मु. उ. जि. मुंबई

न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३  
 न. भू. क्र. ००१/०३

सत्य-प्रतिलिपि

सत्य प्रमाण अदि तारी दिडेपाठे



प्रमाणपत्र

मिळकत पत्रिकेच्या प्रमाणित प्रतीवर दाखल क्षेत्र  
 नं. ३५६७  
 बो. मी. अंधरी...  
 हे मुळ मिळकत पत्रिकेवर दाखल असलेल्या घात्याचा  
 मेळाम असल्याची खात्री केली.

नगर भूगमन अधिकारी  
 दिडेपाठे

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Y. P. P.-1,00,000-4-64-WOAS-(Ca)  
G. R., R. D., No. 8616, dated 18-9-26.)

RULED CARD

3051

मदर-१/  
१९७०

८९/९      [७५ ७५]      C      -सि. स. नं. ८८९ प्रभाषी

६३.४

१) श्री. - के.वा.लाल नारनडी  
श्रीमती - गोमतीबाई; के.वा.लाल दंग, गुरु सांची परकी

19 JAN 1970	भा. स. ज्या १९७० रजा वजन सापाचे कायद्यालगत वि. वि. वि.	१०३
	न. रा. स. ज्या १९५६ अंमलबजावणी कायद्यानुसार भा. स. ज्या	व. न. (६)
	माणे संबंधी कायद्यानुसार द्या शाकाची रपांतर केले.	क्यासा
१६	न. म. क्र. ८९	
	प्रमाणे	
	१) रसिकलाल के.वा.लाल भट	
	२) जनहराल के.वा.लाल भट	



१३०२  
मुंबई

१३०  
मु. अ.  
क.  
मु. व.

पाठे

८

बदर-१/  
 २००३

१३ जे न. भू. क्र. .... प्रमाणे

*[Signature]*  
 न. भू. क्र. ...  
 मु. उप. मुंबई

२  $\frac{3}{50}$  म. भू. क्र. ८८१  
 समणे

(५)  
 मनोज मोहनदाद जोशिया

*[Signature]*  
 जि. नि. मु. ३१४०

तथा न. भू. अ. क्र. ९  
 मु. उ. जि. मुंबई

भर्ज-कमांक ...  
 अथ बांधक तारीख २१/०१/२००३ नकलेचा प्रकार ...  
 निवडक तयार तारीख ३/०२/२००३ बांधकाल शुल्क २०००  
 निवडक दिव्याची तारीख ... कायदा शुल्क ...  
 निवडक तयार तारीख ... बांधकाल शुल्क ...  
 निवडक तयार तारीख ...

सत्य-प्रतिलिपि

नगर भूतपात अधिकारी विलेपारं

प्रमाणपत्र

मिळकत पत्रिकेच्या प्रमाणित प्रतीवरून खालील क्षेत्र ...  
 बी. सी. अक्षांश ...  
 मुख्य मिळकत पत्रिकेवर बांधकाल मागण्याचा क्षेत्र ...  
 बेझम अमरावाची खात्री पेशी.

नगर भूतपात अधिकारी  
 विलेपारं



*[Handwritten marks]*

बंदर-१/  
१७/१  
२००३

जिम्मेदार (१)  
Y. P. P.—1,00,000—4-84—WOA5—(Ca)  
G. R., R. D., No. 8616, dated 16-9-28.]

RULED CARD

C. T. S.  
3052  
४३  
मिर्जापुर  
जिल्हा

८८१/२ [५९६] ८ मि. नं. ८८१

जिल्हा  
जिल्हा कार्यालय मुंबई  
जिल्हा कार्यालय मुंबई

19 JAN 1970

भा. स. च्या १९६६ च्या कायदे कायद्यालगत वि. वि. वि.  
नं. रा. ले. च्या १३४८ अन्वये जाणवती जाणावुनार घमा स च्या अ. द. (२)  
मार्गे संबंधी कायद्यानुसार श्रेष्ठ आकाशवाणी संपादन केले.

२६	न. म. क्र. ११११	[H]	३) रामिकान्हाळ केवान्हाळ भट्ट
	प्रमाण		४) जनहारान्हाळ केवान्हाळ भट्ट



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१०

बदर-२/  
 १४७७  
 २००३

न. भू. क्र. .... प्रमाणे

न. भू. क्र. ....  
 मु. उ. जि. मुंबई

२  $\frac{३}{५०}$  न. क्र. ५५५ प्रमाणे (५)  
 मनेज मोहनलाल गोराडिया

जि. नि. ३५१ अ.

तथा न. भू. अ. क्र. ९

मु. उ. जि., मुंबई

अर्ज-क्रमांक -  
 अर्ज दाखल ता. ०७.१२.०० नकलेचा प्रचार देवा  
 नकल तयार ता. ०७.१२.०० नकल शुल्क १०-००  
 नकल दिव्याची ता. ०७.१२.०० कागद शुल्क १-००  
 नकल तयार करणारा अक्षय शुल्क ११-००  
 नकल तयार करणारा

सत्य-प्रतिकृती

नगर भूमापन अधिकारी विले

प्रमाणपत्र

मिळकत पत्रिकेच्या प्रमाणित प्रतीवर दाखल क्षेत्र  
 चौ. मी. अक्षरी ...  
 हे मुळ मिळकत पत्रिकेवर दाखल असलेल्या क्षेत्राचा  
 मेळाव अस्तव्याची खात्री केली.

नगर भूमापन अधिकारी



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बंदर-१/  
४०१/०७  
२००३

विशेष (५)

P. F.-1,00,000-4-64-WCA5-(Ca)  
G. B., R. D., No. 8610, dated 16-9-26.]

RULED CARD

O. T. S. ३०५३  
विशेष

८८९/३	[३५५]	C	मि. स. नं. ८८९ प्रमाण.
- नं. ३५५			

श्री केशवराव नरमुराड  
श्रीमती: जोगतीबाई - केशवराव नरमुराड } उभरे दिने

तिलिपी  
धिकारी वि

19 JAN 1970	सा. स.	च्या १९५६ च्या धन मापाचे कायद्यालात दि. १९५६ च्या १५८ संमलपजावणी कायद्यानुसार व भा. स. च्या भ. ५ (६) भागें संबंधी कायद्यानुसार शोध आकाशचे रपांतर केले.	
१६ ५	न. क्र. ८८९	[HJ] ३) रामिकहाळ केवळहाळ भट ४) जवहारहाळ केवळहाळ भट	म. भ. म. क्र. ३ मुं. उप. मुंबई
	प्रमाणे		

मागे पट्ट



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बदर-१/  
 १७७/१२४  
 २००३

न. भू. क्र. .... प्रमाणे

म. भू. क्र. ...  
 मं. उप. मुंबई

२३/९० न. भू. क्र. ... (म)

मनोज मोहन लाल गोराडिया

जि. नि., मु. उ.

तथा न. भू. अ. क्र. ९

मं. उ. जि., मुंबई

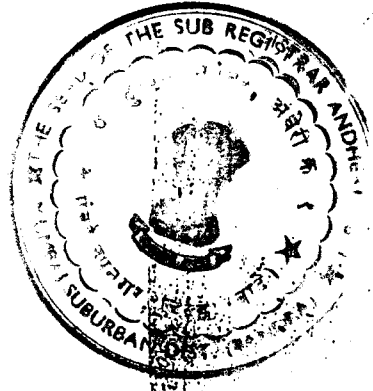
तारीख २७/३/२००३	नकालेचा प्रकार	१०००
तारीख २७/३/२००३	नकालेचा शुल्क	२०००
तारीख २७/३/२००३	नकालेचा शुल्क	२०००
तारीख २७/३/२००३	अकुल शुल्क	२२००

सत्य-प्रतिलिपि

नगर भूमापन अधिकारी ऑफिस

प्रमाणपत्र

मिळकत पत्रिकांच्या प्रमाणित प्रतिलिपि प्रमाणित ३८-४  
 श्री. गी. अचारी २२/०३/२००३ मधील प्रमाणित प्रतिलिपि  
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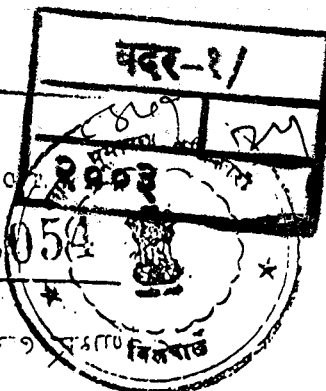


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Y. P. P.—1,00,000—4-64—WDA6—(Cn)  
G. R., R. D., No. 8616, dated 16-9-70.

RULED CARD



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श्री. केशवदास जख्जखि अट्ट

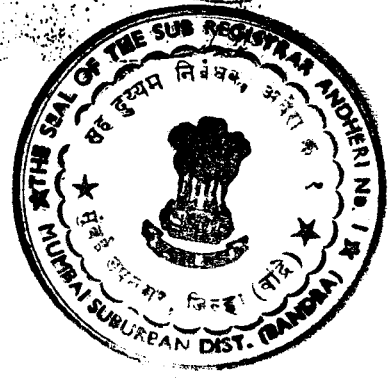
श्रीमती. - गोमतीबाई - केशवदास पुत्र अट्ट - यांची पत्नी

बंदर तीन

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प्रमाणे	३) रसिकलाल केशवदास अट्ट	
	४) जवहारलाल केशवदास अट्ट	
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न. भू. क्र. .... प्रमाणे

न. भू. क्र. ३  
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न. भू. क्र. ५० प्रमाणे (५)

मनोज मोहन लखगोशास्त्रि

दि. २३/३/०२  
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तथा न. भू. क्र. ३  
मु. उ. जि., मुंबई

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मूळ तयार ता. २९/३/०२ ...  
मूळ दिव्याची ता. २९/३/०२ ...  
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अ तपासणारी ...

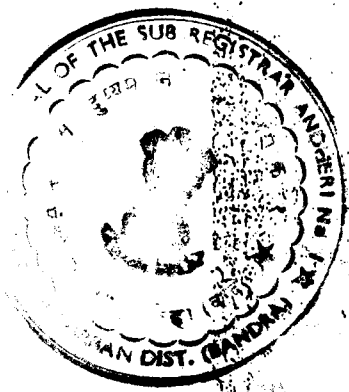
सत्य-पत्रिका

नगर सूर्यभन अधिकाारी

प्रमाणपत्र

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मेळाव अडव्याची खात्री देवी.

नगर सूर्यभन अधिकाारी  
दि. २३/३/०२

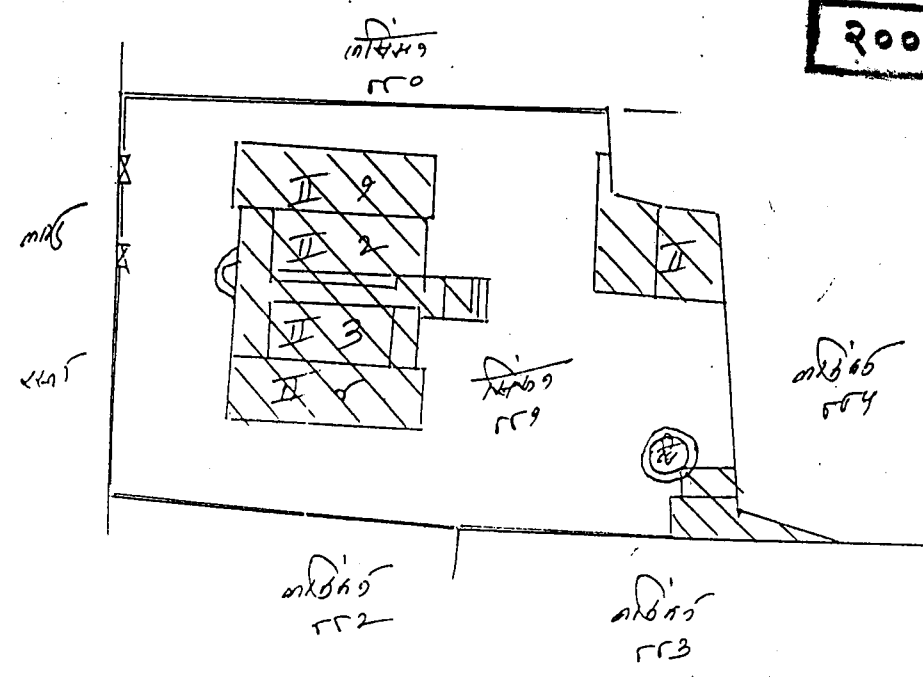


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 सोबत ६०३ क्रमांक १९९९, ६०९/१९९९ र नमूदाली नारणी करी १-१९९९

नदर-१/  
 २००३



दि. ११/१२/९९ मध्ये माझ्या व्हाईस  
 तिन बांधकामे देखीविही झाले  
 लोक शासने बांधकामे देखीविही  
 नाही ११/१२

अर्ज-क्रमांक - १९९६  
 अर्ज-दाखल तारीख ११/१२/२००१ नकलेचा-प्रकार १/१९९९  
 एकल तयार तारीख ११/१२/२००१ नकल शुल्क ३०-००  
 अर्ज मिन्याची तारीख ११/१२/२००१ शुल्क २५०  
 नकल तयार करणार ११/१२/२००१ शुल्क  
 नकल मजदूर ३९- ]

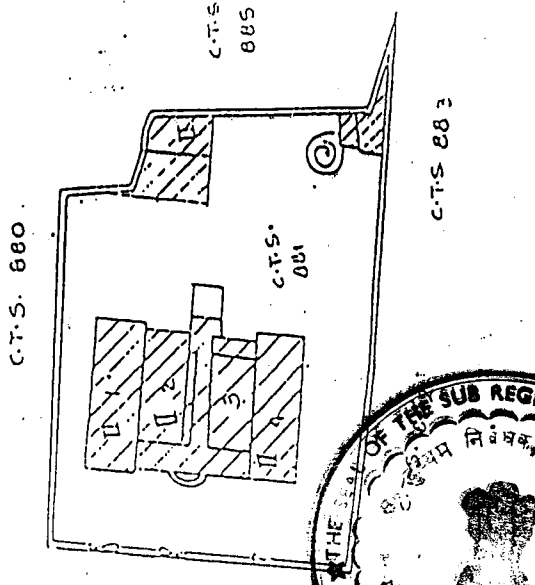


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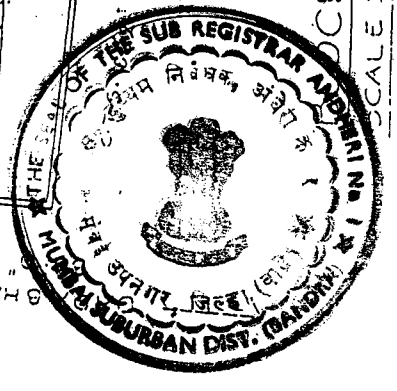
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LOCATION PLAN  
 SCALE : 1:4000  
 SHEET NO W/41, W/42



8' WIDE CROSS ROAD NO. 2



BLOCK PLAN (AS PER C.T.S. RECORD)  
 SCALE : 1:500

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This L.O.D.J.G.E. is issued subject to the provisions of Urban Land (Ceiling and Regulation) Act 1974

मदर-१/  
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Form 346  
88

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

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

No. ~~EX/CE/182~~ /WS/AK of 199 -199

MEMORANDUM

To.

Municipal Office,

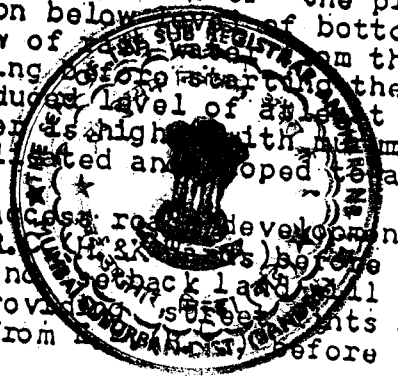
Bombay 24 MAY 1990

Manoj M. Goradia.

With reference to your Notice, letter No. 337 dated 17.5.1990 and delivered on 24.5.1990 and the plans, Sections, Specifications and Description and further particulars and details of your building at C.T.S. No. 881 of Village, Vileparle (West),

furnished to me under your letter, dated 22.5.1993, I have to inform you that I cannot approve under Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval by the following reasons :-

- A) That the C.C. under section 69(1)(a) of the M.R. and T.P. Act will not be obtained before starting the proposed work.
- B) That the necessary documentary evidence regarding ownership area and boundaries of holding will not be submitted by way of extract from Property Registered Card (7/12 Utara) or from D.I. of L.R., conveyance deed, etc. and plot boundaries will not be got demarcated through D.I.L.F. before start of work.
- C) That the copies of L.O.D. conditions and other layout/sub-division conditions imposed by the Municipality in connection with the development shall not be given to the would be purchasers and shall not be displayed at the site.
- D) That the proper sanitary arrangements for workers will not be provided before starting the proposed work.
- E) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workmen's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction.
- F) That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below the level of bottom of road side drain without obstructing the flow of water from the adjoining holding to prevent possession of holding before starting the work.
- G) That the low lying plot be filled upto a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is high with minimum earth, boulders etc. and levelled, rolled, consolidated and sloped towards roadside drain before starting the work.
- H) That the specifications for layout/D.P./or access road development of setback land will not be obtained from E.E.R. (H&S) before starting the construction work and the access and setback land will not be developed accordingly including provision of street lights and S.W.D. completion Cert. will not be obtained from E.E.R. (H&S) before submitting B.C.C.
- I) That the structural Engineer will not be appointed as per proforma 'A' supervision memo as per proforma 'B', will not be submitted by him, proforma 'C' will not be submitted for amended plans, if any, and proforma 'D' along with 2 sets of completion plan of structural work (one set on canvas) will not be submitted (As per C.E.'s Circular No. CE/11357/II of 3-7-1979).
- J) That the structural design and calculations for the proposed work are not submitted before C.C.
- K) That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/ E.E. (T.&C.)/E.E. (D.P.)/ D.I.L.R. before applying for C.C.
- L) That the requirement of bylaw 4(c) will not be complied and the same will not be got approved before from this office by the L.P. before C.C. or before starting the drainage work.
- M) That the registered undertaking for forming Registered Co-Op. Housing



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- ( ) That proper gutters and down pipes are provided to be provided to prevent water dripping from the leaves of the roof on the public street.
- ( ) That the drainage work is provided to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 23rd day of March 1991 but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rules, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals, Zone, Wards.

**SPECIAL INSTRUCTIONS.**

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY. 11

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay 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 a 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 two nearest points at which the drain from such building can be connected with the sewer then 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 (150 cms.) of such building.

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

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

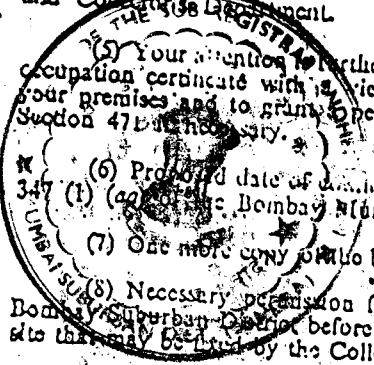
(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Bombay to inspect your premises and to grant permission before occupation and to levy penalty for non-compliance under Section 471 of the Act.

(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, Bombay Suburbs District.

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

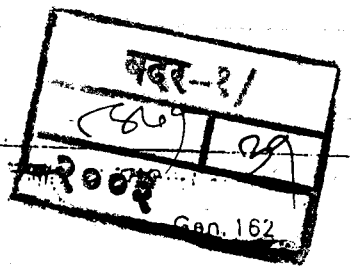
Attention is drawn to the notes Accompanying this Intimation of Disapproval.



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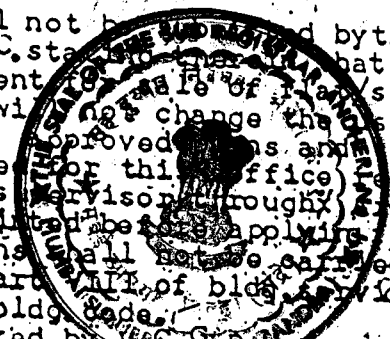
## MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CE/4182/WS/AK of 24 MAY 1993

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contd....

- M) will not be submitted before C.C. and the Co-Op. Sty. will not be got registered before occupation/B.C.C. whichever is earlier.
- N) That the repairs to the existing structures will not be carried out before C.C. or within the time specified by Ward Office in notice served under B.M.C. Act.
- O) That the No Action pending City N.O.C. from concerned ward office in case of structure to be retained will not be submitted before C.C.
- P) That the proper sanitary arrangement to the existing tenant will not be provided before C.C.
- Q) That the Agreement with the existing tenant along with the plans will not be submitted before C.C.
- R) That the Indemnity Bond indemnifying the corporation for damages risks, etc. and to the occupiers and undertaking regarding no nuisance will not be submitted before C.C./Starting the work.
- S) That the clearance from U.L.C. authorities will not be obtained before asking for C.C. above plinth level.
- T) That the N.O.C. from (i) A.A. & C.K/West, (ii) Civil Aviation Deptt., (iii) H.E., (iv) M.T.N.L. will not be submitted before applying for C.C. and the requisitions, if any, will not be complied with before B.C.C.
- U) That the requirements of N.O.C. of B.S.E.S. Ltd./M.T.N.L. will not be obtained and the requisitions, if any, will not be complied with before occupation Cft./B.C.C.
- V) That the required under the Maharashtra Land Revenue Code of 1956 necessary N.A. permission from Revenue Authorities of Govt. of Maharashtra will not be obtained and submitted before C.C.
- W) That the permission of Tree Authority will not be obtained before applying for C.C.
- X) That the Registered Undertaking will not be submitted by the Developer/owner before applying for C.C. stating that he will include a suitable condition in agreement of purchase of flat/shop etc. that the purchaser of flat/shop etc. will not change the user of the flat or room/shop than shown in the approved plans and sample copy thereof will not be submitted for this office record.
- Y) That the qualified registered structural Engineer will not be appointed before applying for C.C.
- Z) That All the Electrical installations shall not be carried out in conformity with the provisions of part III of bldg. codes.
- Z1) That the amount, as will be intimated by M.C.G.B. towards Development of infrastructure in approved layout/sub-division/land, D.P. Road etc. will not be deposited in cash/demand draft or irrevocable Banker's Guarantee from scheduled Bank within the limits of Greater Bombay and agreement to that effect will not be executed with M.C.G.B. before asking for C.C.
- Z2) That the requisite premium, as intimated will not be paid before applying for C.C.



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- 23) That the plinth/stilt height shall not be got checked from S.E. before proceeding with the work above plinth.
- 24) That the elevation treatment, if any, will not be got approved before applying for C.C. above plinth level.
- 25) That the conditions of Govt. order under No. \_\_\_\_\_ dtdd \_\_\_\_\_ shall not be complied with and that the cft. regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
- 26) That the entire water supply for existing as well as proposed extension work will not be down take supply only from O.H. tanks to be provided on the top most terrace of the bldg.
- 27) That the 6" vent shaft from sewer trap chambers with 1/2" x 5" R.C.C. stone ware pipe 'Tee' arrangement will not be made by owner to enable the B.M.C. to connect vent shaft fixed to the bldg. by the owner and permission for doing such work will not be given by the owner to the Corporation.
- 28) That the some of drains will be laid internally.
- 29) That the smoke test for drainage lines will not be given before asking for occupation.
- 210) That the Nahanies, terraces, sanitary blocks shall not be made waterproof/leakproof.
- 211) That the dust bin will not be provided as per C.E.'s Circular No. CEP 9207/II of 26-6-1978.
- 212) That the compound gate will not open inside the plot.
- 213) That the trees shall not be planted at the rate of 1 tree per 80 Sq. Mtrs. of plot area or part thereof before submission of B.C.C.
- 214) That the surface drainage arrangement will not be made in consultation with E.E. (S.W.) or as per his remarks under will not obtained and submitted before applying for Occupation/B.C.C.
- 215) That the requirements of bylaw 5(b&c)/48 and 49/50 and 52/36 and 38/43 will not be complied with.
- 216) That the existing well will not be covered with R.C.C. slab.
- 217) That 10'-0" wide paved pathway upto staircase will not be provided not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 218) That the ventilators in dead walls will not be at height of not more than 5'-3" above floor level and of size not more than 3' x 2' and number of ventilators per room shall not be restricted to one.
- 220) That the debris will be stacked on Municipal Road/footpath.
- 221) That the development charges as per M.R. and T.P. (Amendment) Pt Act 1992 will not be paid before asking for C.C.
- 222) That the adequate care in planning, desinging and carrying out construction will not be taken inth proposed bldg. to provide of the consequence of settlement of the floors and filling etc.
- 223) That the name plate/Board showing plot No. Name of the Bldg. will not be displayed at a prominent place before O.C.C./B.C.C. A.E. (S.W.)/West for carriage entrance across road side drain at your cost before starting the work and the carriage entrance will not be provided before submitting occupation/B.C.C.
- 224) That the common Antenna for Television transmission will not be provided as per the requirements, of D.C. Regulations 1991 before submission of OCC/B.C.C.
- 225) That the parking spaces will not be marked with paint before applying for occupation. Cft.

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बृहन्मुंबई महानगरपालिका  
MUNICIPAL CORPORATION OF GREATER BOMBAY.

24 MAY 1943

स्वायत्तरी अधिनियंत इयागती प्रस्ताव

No. CE/4182/WS/AK of

(स. सं. २०१) कायान्त

म. सं. १०१

स्वायत्तरी अधिनियंत इयागती प्रस्ताव

का. सं. २०१

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- Z28) That the Notice Board as 'Servant's toilet' will not be displayed on toilets proposed for servant's use and that the copy of sample agreement with for sale of flats with mentioned therein about 'Servant's toilet' that these are provided on ground floor/upper floors meant for common use of servants only will not be submitted before applying for O.C.C./B.C.C.
- Z29) That the cft. u/Ins. from Lift Inspector shall not be submitted for submission of Occupation/B.C.C.
- Z30) That the one set of plans mounted on canvas and two additional set of plans will not be submitted at the time of submitting B.C.C.
- Z31) That the cft. under section 270-A of the B.M.C. Act will not be obtained and submitted from H.E. regarding adequacy of water supply.
- Z32) That the copy of the last upto date bill paid to A.A.&C.K./West will not be submitted at the time of applying for B.C.C.
- Z33) That B.C.C. will not be obtained and I.O. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- Z34) That the registered undertaking into prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
- Z35) That revised R.C.C. drawings, designs and calculations will not be submitted through Licensed Structural Engineer.
- Z36) That the undertaking shall not be submitted for payment, of difference on premium paid and calculated as per revised proposed land rate shall not be submitted.



- Notes: 1) That the work should not be started unless N.O.C. from A to H are complied with.
- 2) That the C.C. will not be issued unless N.O.C. from (i) A.A.&C.K./East, (ii) Civil Aviation, (iii) H.E., (iv) B.S.E.S. Ltd. are obtained and conditions 1 to 22, Z32, Z22 and Z34 are complied with.

Ask/ 20.4.93.

*[Signature]*  
Executive Engineer,  
Building Proposal (W.S.)  
H & W

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BRIHANMUMBAI MAHANAGARPALIKA  
NO.CE/4182/WS/AK

21 OCT 2002

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To  
Shri J.V.Vatnani, Architect.  
51, Swastik Plaza,  
Next to Kala Niketan, V.M.Road,  
Vileparle (West), Mumbai-56.

Ex. Engineer Bldg. Proposals (W.S.)  
H. ano - K wards.  
Municipal Office, K. K. Park Marg,  
Bandra (West), Mumbai-400 050.

Sub:- Proposed building on plot bearing CTS No.881,  
881/1 to 4 of Village Vileparle (W), Dadabhai Cross  
Road No.2, Vileparle (West).

Sir,

Ref : Your letter dated 5/10/2002.

There is no objection to your carrying out the work as per amend-  
ed plans submitted by you vide your letter under reference subject to  
the following conditions:-

1. All the objections of this office I.O.D. under even no. dated 24/5/1993 shall be applicable and should be complied with.
2. The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.
3. That every part of the bldg. constructed and more particularly overhead water tank will be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
4. That the infrastructural works such as construction of hand-holes/panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
5. That the regulation No.45 and 46 of D.C.Reg.1991 shall be complied with.
6. That the letter box shall be provided at the ground floor for all the tenements.
7. That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.
8. That the Revised bye law 4(c) Shall be complied with.
9. That consent from the tenant for closing the window in Wing B at first floor shall be obtained.

One set of plans in token of approval is enclosed herewith.

Yours faithfully,

sd  
Executive Engineer, Building Proposals,  
(Western Suburbs) P & K/W Wards.

APP4162

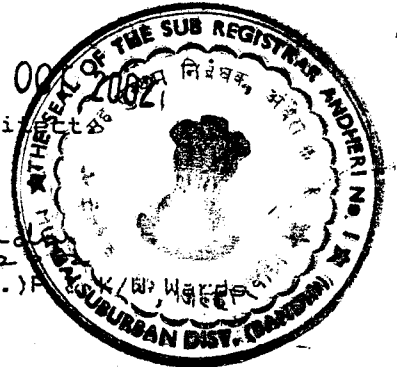
No.CE/4182/WS/AK

21 OCT 2002

Copy to ✓ 1. Shri Manoj M. Goradia, Owner, C/o. Archi  
2. Asst. Municipal Commissioner, K/W Ward.  
3. A.E.W.W.K/West.

Forwarded for information please

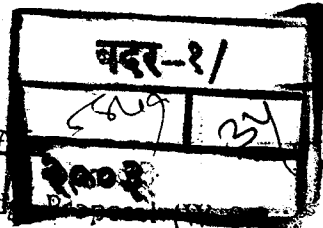
U.B.  
21/10/02  
J. E.E.B.P. (W.S.)



(H)

(P)

MUNICIPAL CORPORATION OF GREATER MUMBAI  
NO.CE/4182/WS/AK OF



To  
Shri J.T.Vatnani & Associates,  
Architects,  
Swastik Plaza, V.M.Road,  
Juhu Vile Parle (West),  
Mumbai - 400 056.

Bx. Engineer Bldg. Department,  
H. and - K Wards.  
Municipal Office, R. K. Patkar Marg  
Bandra (West), Mumbai-400 050

15 SEP 2001

Sub:- Proposed building on the plot bearing  
C.T.S.No.881, 881/1 to 4 Village Vileparle  
(West), Dadabhai Cross Road No.2,  
Vileparle (West).

Ref:- Your letter dated 13/2/2001.

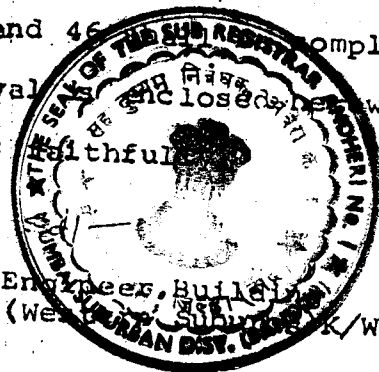
Sir,

There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions:-

1. All the objections of this office I.O.D. under even no. dated 24/5/93 shall be applicable and should be complied with.
2. The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.
3. That the revised R.C.C. drawing/designs, calculations, shall be submitted through Licensed Structural Engineer.
4. That the extra water charges shall be paid.
5. That the revised byelaw 4(c) shall be complied with.
6. That the consent from tenant for closing window in 'B' Wing at first floor shall be complied with.
7. That the infrastructural works such as construction of handholes/panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
8. That the letter box shall be provided at the ground floor for all the tenements.
9. That the owner/developer shall not hand over the possession to the prospective buyer before obtaining occupation permission.
10. That the every part of the building constructed and more particularly overhead water tank will be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
11. That the D.C.Regulation No.45 and 46 shall be complied with.

One set of plans in token of approval enclosed herewith.

Yours faithfully,



Executive Engineer, Building  
Proposals, (West Ward), S.M. Road, K/W&P.

15 SEP 2001

Copy to NO.CE/4182/WS/AK OF  
1) Owner Shri Manoj M.Goradia.  
2) W.O.K/West Ward.  
3) A.E.W.W.K/West.  
Forwarded for information please.

15/9/01  
E.E.B.P. (W.S.) K/West & P.

Handwritten initials or marks.

बदर-१/  
२००३

MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 4 / 82 TRS/ IWS/ AJ/ AK of 24 MAY 1996  
COMMENCEMENT CERTIFICATE

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

To,

Mangj M. Goradia

Mumbai

Sir,

With reference to your application No. 4054 dated 3.9.90 for Development Permission and grant of Commencement Certificate under Section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Bombay Municipal Corporation Act 1888 to erect a building.

To the development work of Proposed Res. Bldg CTS No. 881

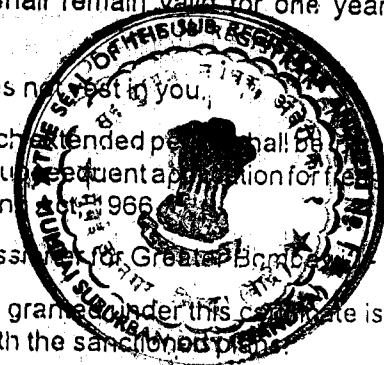
at premises at Street village vile Parle (W)

Plot No. situated at vile Parle (west)

Ward K/ west

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 renewal shall be granted only if the 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 plan.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions 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 and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.



Handwritten initials and a signature at the bottom left corner.

बदर-१/  
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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 or under him.

The Municipal Commissioner has appointed Shri S. V. JOHI

Asstt. Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 23 MAY 1997

This Commencement certificate is for carrying out the work of Stilt height only. (i.e. 8.6 AGL)

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

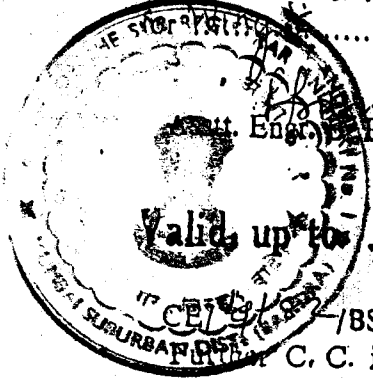
Valid up to 23.5.1997  
 CE/ 4182 /BSII/WSIAK of 15 MAR 1997  
 Further C.C. is now extended for 6.6 above height GL i.e. Top of 6th Floor of B wing as per Appr. Plan dt 9.12.96

Asstt. Engr. B. P. (WS). K/E/W: (S) Executive-Eng. / Assistant Eng. Building Proposals (Western Subs.) 'K&KWest' 'K&East & P' Wards (South)

Valid up to 23.5.2000  
 CE/ 4182 /BSII/WSIAK of 25 AUG 2000 FOR K/West Ward (South)  
 Further C.C. is now extended for Wing B-77 height 7.7 + L.M.R + OH.W.T and encloser of stilt for wing 'e' stilt i.e. 8.6 as per Approved amended plan dated 10.8.2000

Asstt. Engr. B. P. (WS). K/E/W:

Valid up to 23/05/2000  
 CE/ 4182 /BSII/WSIAK of 21 SEP 2001  
 Further C.C. is now extended for upto 5th floor 55' 7" height As per A.P. dt 15/4/2001



Asstt. Engr. B. P. (WS). K/E/W: (S)  
 Valid up to 24/5/2003  
 CE/ 4182 /BSII/WSIAK of 26 AUG 2002  
 Further C.C. is now extended for upto Wing C' height 19.81 + L.M.R + OH.W.T as per approved plan dt. 15/9/2001

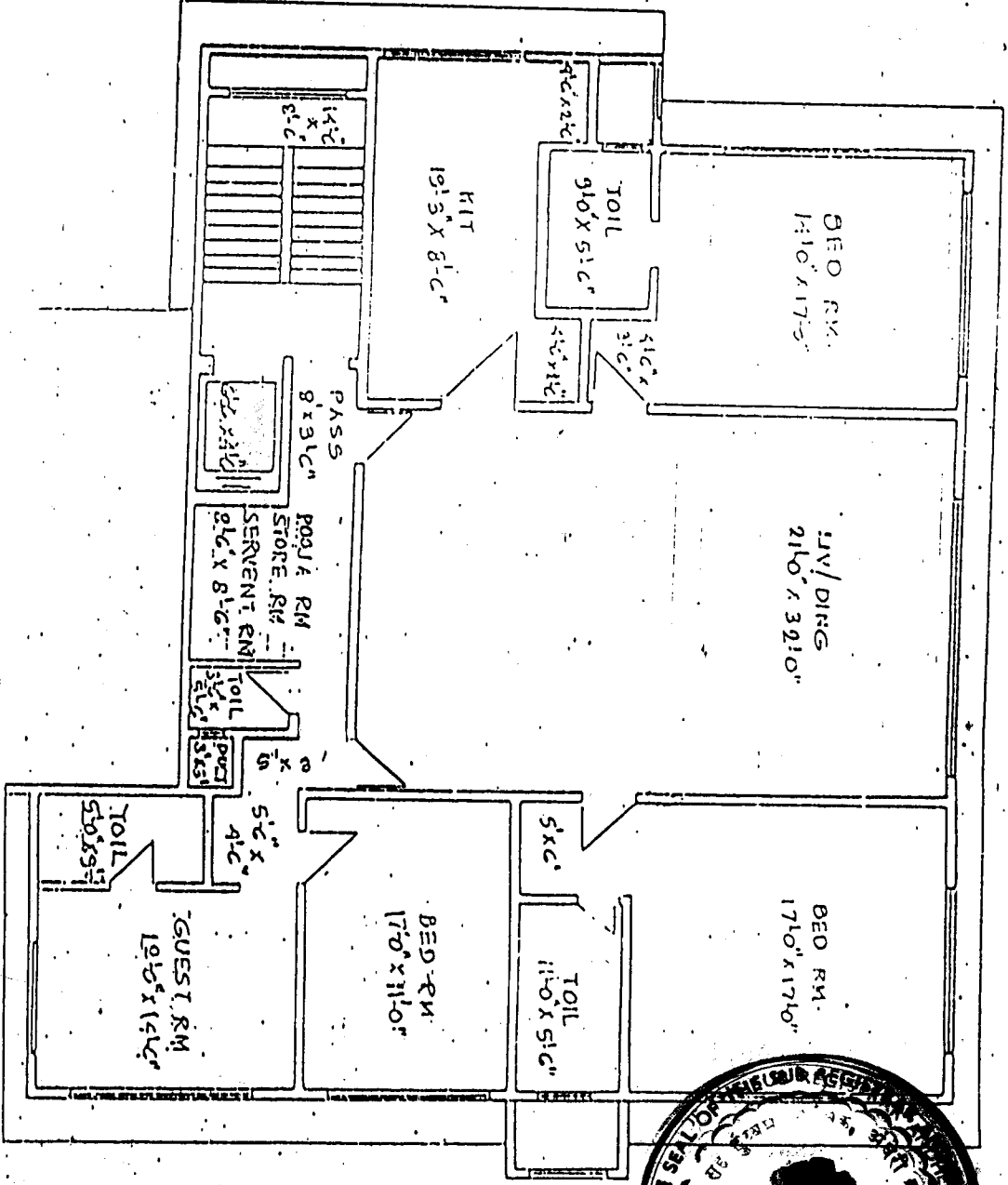
A.B.P. (WS) K/East/West  
 Valid up to 24.5.2003  
 CE/ 4182 /BSII/WSIAK of 27 NOV 2002  
 Further C.C. is now extended for Full height for wing 'c' up to 23.9 + L.M.R + O.H.T as per amended approved plan

*(Handwritten initials)*

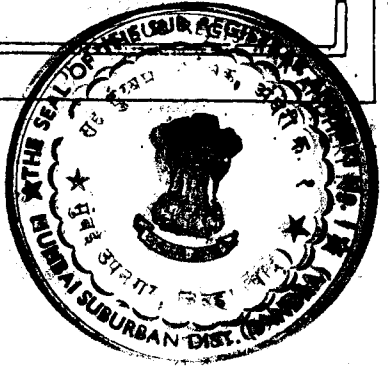
1st TO 4th FLOOR

बदर-१/  
 २००३

← DADA BHAI KOSI ROAD NO. 2 →



"AVNI SAGAR"  
 1<sup>ST</sup> TO 4<sup>TH</sup> FLOOR



SCALE - 1/8" = 1'-0"  
 DATE - 15/12/01

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04/12/2003

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

वदर1

दस्त क्र 8471/2003

4:25:22 pm

अंधेरी 1 (बांद्रा)

दस्त क्रमांक : 8471/2003

दस्ताचा प्रकार : करारनामा

नु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा उसा

1 नाव: जयंती केशवजी छेडा  
पत्ता: घर/फ्लॅट नं: द्वारीका  
गल्ली/रस्ता: दादाभाई रोड  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेठ/वसाहत: -  
शहर/गाव: विलेपार्ले प.  
तालुका: -  
पिन: 56

लिहून घेणार

वय 50

सही

Jayanti K Chhed



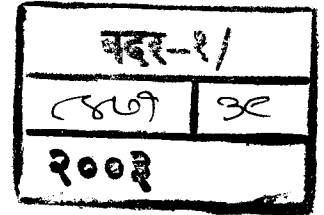
2 नाव: मनोज मोहनलाल गोरडीया  
पत्ता: घर/फ्लॅट नं: अवनी सागर  
गल्ली/रस्ता: दादाभाई क्रॉस रोड नं.2  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेठ/वसाहत: -  
शहर/गाव: विलेपार्ले प.  
तालुका: -  
पिन: 56

लिहून देणार

वय 43

सही

Manoj M. Gore



दस्तऐवज करून देणार तथाकथित [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त घोषवारा भाग - 2

वदर1

दस्त क्रमांक (8471/2003)

दस्त क्र. [वदर1-8471-2003] चा घोषवारा  
बाजार मुल्य :12267500 मोबदला 11000000 भरलेले मुद्रांक शुल्क : 930200

पावती क्र.:8503 दिनांक:04/12/2003  
पावतीचे वर्णन  
नांव: जयंती केशवजी छेडा

दस्त हजर केल्याचा दिनांक :04/12/2003 04:20 PM  
निष्पादनाचा दिनांक : 04/12/2003  
दस्त हजर करणा-याची सही :

30000 :नोंदणी फी  
840 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल  
(अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

Jayanti Keshavji

दस्ताचा प्रकार :25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 04/12/2003 04:20 PM  
शिकका क्र. 2 ची वेळ : (फी) 04/12/2003 04:24 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 04/12/2003 04:25 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 04/12/2003 04:25 PM

30840: एकूण

दस्त नोंद केल्याचा दिनांक : 04/12/2003 04:25 PM

दु. निबंधकाची सही अंधेरी 1 (बांद्रा)

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तपत्र करून देणाऱ्यांना व्यक्त शोध ओळखतात.  
व त्यांची ओळख पटवितात.

1) हेमचंद्र - पाटील ,घर/फ्लॅट नं: 10 विसर हाऊस

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: विलेपार्ले पू.

तालुका: -

पिन: 57

2) दिनेश - निवळकर ,घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

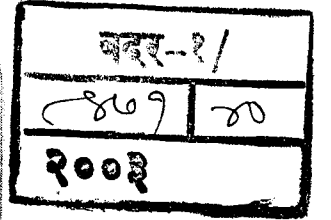
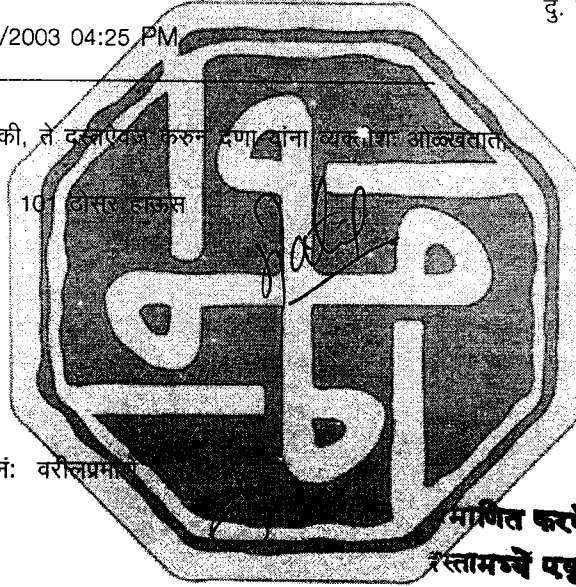
ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



माहित करणेत येते की, या  
रस्तामध्ने एकूण.....पाने आहेत.

सह. मुख्य निबंधक, अंधेरी-क. १,  
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही  
अंधेरी 1 (बांद्रा)



वदर-२/८६७/२००३.

पुस्तक क्रमांक १, क्रमांक घर

नोंदला.

दिनांक

०१९२/०३

सह मुख्य निबंधक, अंधेरी-क. १,

मुंबई उपनगर जिल्हा.