

m. c. punjwani valuers

CHARTERED ENGINEERS (INDIA) &
GOVT. REGISTERED ESTATE VALUERS
GOVT. REGISTERED PLANT AND MACHINERY VALUERS

(APPROVED BY NATIONALISED BANKS, STATE FINANCIAL CORP.,
ALSO EMPANELLED AS VALUERS WITH IDBI, ICICI BANK)

M. C. PUNJWANI

B.E. (MECH), D.I.M. (BOM), F.I.E. (INDIA), F.I.V., P.E. (INDIA)

SUNDEEP BIKHCHANDANI

B.E. (HONS.), D.B.M., Masters of Valuation (Plant & Machinery),
Masters of Valuation (Real Estate) (Gold Medalist), A.M.I.E., A.I.V., A.I.S.



OFF. : Meghal Service Estate,
No. 8, First Floor,
Near Johnson & Johnson,
Devidayal Road,
Mulund (W), Mumbai 400 080.

TEL.: 2568 2817 / 2561 6459 / 2561 6956

FAX : (91-22) 2567 0933

E-mail : punjwanivaluers@gmail.com
punjwanivaluers@rediffmail.com

THE MANAGER
BANK OF INDIA
Ghatkopar (E) branch
Kiran Niketan, Tilak Road
Ghatkopar (E) branch
Mumbai - 400 077.

Report is approved

3/10/2011

*changes to be found
by customer
directly*

VALUATION REPORT
OF
IMMOVABLE PROPERTY
(COMMERCIAL PREMISES)
OWNED BY
MRS. BINA A. DHIRAWANI
AT
COMMERCIAL PREMISES NO. 415, 4TH FLOOR,
"KAILAS PLAZA PREMISES CO-OP. SOCY. LTD.",
PLOT NO. 355, T.P.S. NO. 3,
VALLABHBAUG LANE,
GHATKOPAR (E), MUMBAI - 400 077.

BY
M.C. PUNJWANI VALUERS

m. c. punjwani valuers

CHARTERED ENGINEERS (INDIA) &
GOVT. REGISTERED ESTATE VALUERS
GOVT. REGISTERED PLANT AND MACHINERY VALUERS



(APPROVED BY NATIONALISED BANKS, STATE FINANCIAL CORP.,
ALSO EMPANELLED AS VALUERS WITH IDBI, ICICI BANK)

M. C. PUNJWANI

B.E. (MECH), D.I.M. (BOM), F.I.E. (INDIA), F.I.V., P.E. (INDIA)

SUNDEEP BIKHCHANDANI

B.E. (HONS.), D.B.M., Masters of Valuation (Plant & Machinery),
Masters of Valuation (Real Estate) (Gold Medalist), A.M.I.E., A.I.V., A.I.S.

OFF. : Meghal Service Estate,
No. 8, First Floor,
Near Johnson & Johnson,
Devidayal Road,
Mulund (W), Mumbai 400 080.

TEL.: 2568 2817 / 2561 6459 / 2561 6956

FAX : (91-22) 2567 0933

E-mail : punjwanivaluers@gmail.com
punjwanivaluers@rediffmail.com

Ref.No. ~~BAD/3/VSP/633/08/2011~~

29th August 2011

REPORT OF VALUATION OF IMMOVABLE PROPERTY (COMMERCIAL PREMISES)

OWNED BY

MRS. BINA A. DHIRAWANI

AT

COMMERCIAL PREMISES NO. 415, 4TH FLOOR,
"KAILAS PLAZA PREMISES CO-OP. SOCY. LTD."

PLOT NO. 355, T.P.S. NO. 3,

VALLABHBAUG LANE,

GHATKOPAR (E), MUMBAI - 400 077.

Sr. no.	Description	Present Fair Market Value as on 26/08/2011	Distress Sale Value as on 26/08/2011	Stamp Duty Value as on 26/08/2011
1	IMMOVABLE PROPERTY (Commercial Premises)	Rs.65,60,000/- =====	Rs.52,48,000/- =====	Rs.17,86,703/- =====

Present Fair Market Value of
Immovable Property (Commercial Premises)
as on 26/08/2011

Rs.65,60,000/-

(Rupees Sixty five lakhs sixty thousand only)

Distress Sale Value of
Immovable Property (Commercial Premises)
as on 26/08/2011

Rs.52,48,000/-

(Rupees Fifty two lakhs forty eight thousand only)

Stamp Duty Value of
Immovable Property (Commercial Premises)
as on 26/08/2011

Rs.17,86,703/-

(Rupees Seventeen lakhs eighty six thousand seven hundred three only)



Punjwani M. C.



(APPROVED BY NATIONALISED BANKS, STATE FINANCIAL CORP.,
ALSO EMPANELLED AS VALUERS WITH IDBI, ICICI BANK)

OFF. : Meghal Service Estate,
No. 8, First Floor,
Near Johnson & Johnson,
Devidayal Road,
Mulund (W), Mumbai 400 080.

TEL.: 2568 2817 / 2561 6459 / 2561 6956
FAX : (91-22) 2567 0933
E-mail : punjwanivaluers@gmail.com
punjwanivaluers@rediffmail.com

M. C. PUNJWANI

B.E. (MECH), D.I.M. (BOM), F.I.E. (INDIA), F.I.V., P.E. (INDIA)

SUNDEEP BIKHCHANDANI

B.E.(HONS.), D.B.M., Masters of Valuation (Plant & Machinery),
Masters of Valuation (Real Estate) (Gold Medalist), A.M.I.E., A.I.V., A.I.S.

Ref. No. BAD/JA/SP/633/08/2011

29th August 2011

REPORT OF VALUATION OF IMMOVABLE PROPERTY (Commercial Premises)

Name of the registered valuer : SUNDEEP H. BIKHCHANDANI Reg. No. CAT./389 of 1988
(Partner of M. C. Punjwani Valuers)

1. Purpose for which valuation is made : For Bank Purpose only
2. Date as on which valuation is made : 26/08/2011
3. Name of the Owner / Owners : **MRS. BINA A. DHIRAWANI**
4. If the Property is under joint ownership/
co-ownership, share of each such
owner. Are the shares undivided ? : The Property is solely owned by
MRS. BINA A. DHIRAWANI
5. Brief Description of the Property : Not applicable, as the said Land is not
Commercial Premises No. 415, 4th floor,
"Kailas Plaza Premises Co-op. Socy. Ltd.",
Plot No. 355, T.P.S.No. 3,
Vallabhbaug Lane,
Ghatkopar (E), Mumbai - 400 077.
6. Location, Street, Ward No. : Vallabhbaug Lane, Ghatkopar (E)
7. Survey / Plot No. of Land : Plot No. 355, T.P.S.No. 3,
8. Is the property situated in residential/
commercial/mixed area/industrial
area ? : Commercial Area the said property
is a Commercial Premises.
9. Classification of locality - high class/
middle class / poor class : Middle class for Technical Details
10. Proximity to civic amenities, like
schools, hospitals, offices, markets,
cinema, etc. : Within the radius of 1/2 Kms.
11. Means and proximity to surface
communication by the locality is
served : Yes, the Commercial Premises is owner
Autorickshaws, Buses, Taxis, Railway

12. Area of land supported by documentary proof, shape, dimensions and physical features

- the building plans have not been shown to us. Hence comments for the same can not be made.

13. Is it leasehold, the name of the lessor / lessee, nature of lease, dates of commencement and termination of lease and terms of renewal of lease
 i) Initial premium
 ii) Ground rent payable per annum
 iii) Unearned increase payable to the lessor in the event of sale or transfer

Not applicable, since the premises is owner occupied
 The Land is freehold

14. Is there any restrictive covenant in regard to use of land? If so, attach a copy of the covenant.

15. Are there any agreements of easements? If so, attach copies

To be borne by the society

16. Does the land fall in an area included in any Town Planning Scheme or any Development Plan of Government or any statutory body? If so, give particulars

Falls within limits of MCGM

17. Has any contribution been made towards development or is any contribution been made towards development or is any demand for such contribution still outstanding?

Not applicable

18. Has the whole or part of Land been notified for acquisition by Government or any statutory body? Give date of the notification

Not applicable, as the said Land is not acquired by Government and the valuation is restricted to the said Commercial Premises.

19. Attach a dimensioned site plan

No such site plan is available for inspection.

20. Attach plans and elevations of all structures standing on the Land and Layout plan

Not applicable as the said property is a Commercial Premises.

21. Furnish technical details of the building on a separate sheet (The Annexure to this Form may be used)

Refer Overleaf for Technical Details

22. i) Is the building owner-occupied/ tenanted / both?
 ii) If partly owner-occupied, specify portion and extent of area under owner-occupation.

Yes, the Commercial Premises is owner occupied

23. What is the Floor Space Index and permissible and percentage actually utilized ?
24. i) Names of tenants/lessees etc.
ii) Portions in their occupation
iii) Monthly or Annual rent/ compensation / licence fee etc. paid by each
iv) Gross amount received for the whole property .
25. Are any of the occupants related to, or close business associates of, the owner ?
26. Is separate amount being recovered for the use of fixtures like fans, geysers, refrigerators, cooking ganges, built in wardrobes, etc. or for service charges ? If so, give details
27. Give details of water and electricity charges, if any , to be borne by the owner.
28. Has the tenant to bear the whole or part of the cost of repairs and maintenance ? Give particulars
29. If a lift is installed, who is to bear the cost of maintenance and operation - owner or tenant ?
30. If a pump is installed, who has to bear the cost of maintenance and operation ---- owner or tenant ?
31. Who has to bear the cost of electricity charges for lighting of common space like entrance hall, stairs, passages, compound, etc. ---- owner or tenant ?
32. What is the amount of property tax ? Who is the bear it ? Give details with documentary proof.
33. If the building insured ? If so, give the policy No. amount for which it is insured and the annual premium.
- : The building plans have not been shown to us. Hence comments for the same can not be made.
- : Not applicable, as the said Commercial Premises is on Ownership basis.
- : Not applicable, since the premises is owner occupied
- : Not applicable as the property under valuation is a Commercial Premises
- : To be borne by the society
- : To be borne by the society
- : To be borne by the society
- : Not applicable
- : There are 3 lifts in the building.
- : To be borne by the Society
- : To be borne by the Society
- : Rs.5,130/- per quarter as per Bill No. 2597 dt. 18/04/2011. (Xerox copy enclosed).
- : Not known. The Bank may independently verify the same.

ANNEXURE - I

34. Is any dispute between landlord and tenant regarding rent pending in a court of law ? : Not applicable, as the said Commercial Premises is on Ownership basis.
35. Has any standard rent been fixed for the premises under any law relating to the control of rent ? : Not applicable, as the said Commercial Premises is on Ownership basis.
36. Give instances of sales of Immovable Property in the locality on a separate sheet, indicating the name and address of the property, registration No., sale price and area of Land sold : As per local enquiry, the Commercial Premises in this area are being sold in the range of Rs.20,000/- to Rs.22,000/- per sq. ft. 2001 (Occupancy Cert. No. CE/3571/BPES/AN dt. 6th June 2002 has been given subsequently)
37. Land rate adopted in this valuation : Not applicable as the property under valuation is a Commercial Premises
38. If sale instances are not available or not relied upon, the basis of arriving at the Land rate : Not applicable as the property under valuation is a Commercial Premises
39. Year of commencement of construction and year of completion : 2001 (Occupancy Cert. No. CE/3571/BPES/AN dt. 6th June 2002 has been given subsequently)
40. What was the method of construction --- by contract / by employing labour directly / both ? :
41. For items of work done on contract, produce copies of agreements. :
42. For items of work done by engaging labour directly, give basic rates of materials and labour supported by documentary proof. :

No details are available regarding the same

Refer Point No. 24 of Annexure - I (Technical details)

ANNEXURE - I (TECHNICAL DETAILS)

- | | |
|---|--|
| <p>1. No. of floors and height of each floor</p> | <p>: Ground plus five floors.
Height of the ceiling of the said premises is 14'.</p> |
| <p>2. Plinth area floor-wise (As per IS:3861-1966) :</p> | <p>: The Carpet area of the Commercial Premises Agreement shown to us is 225.88 sq. ft. Say 226 sq. ft. (i.e. 328 sq. ft. of Saleable area)</p> |
| <p>3. Year of construction</p> | <p>: 2001 (Occupancy Cert. No. CE/3571/BPES/AN dt. 6th June 2002 has been given subsequently)</p> |
| <p>4. Estimated future life</p> | <p>: Based on the design norms of sound R.C.C. frame structure, the remaining life of 50 years, has been estimated by us.</p> |
| <p>5. Type of construction --- load bearing walls / RCC frame / steel frame</p> | <p>: (Technical details)</p> |
| <p>6. Type of foundations</p> | <p>:</p> |
| <p>7. Walls</p> | <p>:</p> |
| <p> a) Basement and plinth</p> | <p>:</p> |
| <p> b) Ground floor</p> | <p>:</p> |
| <p> c) Superstructure above ground floor</p> | <p>:</p> |
| <p>8. Partitions</p> | <p>:</p> |
| <p>9. Doors and windows (Floor-wise)</p> | <p>:</p> |
| <p> a) Ground floor</p> | <p>:</p> |
| <p> b) 1st floor</p> | <p>:</p> |
| <p> c) 2nd floor, etc.</p> | <p>:</p> |
| <p>10. Flooring (Floor-wise) :</p> | <p>: Refer Point No. 24 of Annexure - I
(Technical details)</p> |
| <p> a) Ground floor</p> | <p>:</p> |
| <p> b) 1st floor</p> | <p>:</p> |
| <p> c) 2nd floor, etc.</p> | <p>:</p> |
| <p>11. Finishing (Floor-wise) :</p> | <p>:</p> |
| <p> a) Ground floor</p> | <p>:</p> |
| <p> b) 1st floor</p> | <p>:</p> |
| <p> c) 2nd floor, etc.</p> | <p>:</p> |
| <p>12. Roofing and terracing</p> | <p>:</p> |
| <p>13. Special architectural or decorative features, if any</p> | <p>:</p> |
| <p>14. i) Internal wiring - surface or conduit</p> | <p>:</p> |
| <p> ii) Class of fittings : Superior /ordinary / poor</p> | <p>:</p> |

15. Sanitary Installations :

- a) i) No. of water closets
- ii) No. of lavatory basins
- iii) No. of urinals
- iv) No. of sinks
- v) No. of bath tubs
- vi) No. of bidets
- vii) No. of geysers
- b) Class of fittings : Superior
Coloured / superior / white / ordinary

16. Compound Wall :

- i) Height and length
- ii) Type of construction

17. No. of lifts and capacity

: Refer Point No. 24 of Annexure - I
(Technical details)

18. Underground pump-capacity and type of construction

19. Overhead Tank. :

- i) Where located
- ii) Capacity
- iii) Type of construction

20. Pumps - No. and their Horse Power

21. Roads and paving within the compound, approximate area and type of paving

22. Sewage. If septic Tanks provided. No. and capacity

23. DESCRIPTION OF THE PROPERTY :

The Commercial Premises under valuation has been purchased by the present owner, Mrs. Bina A. Dhirawani from M/s. D. K. Patel & Company, vide Agreement for Sale dated 14/06/2005, which is stamped and registered, vide Reg. no. VDR3-758/2003, Receipt No. 759, dt. 30/01/2003. The Society is registered, vide Reg. No. MUM/WN/GNL(O)/8323/2008-09 dt. 03.01.2009. The Society has issued Share Cert. No. 117, dt. 28th February 2009, bearing distinctive Nos. from 661 to 665, in the name of the present owner. The Carpet area of the Commercial Premises as per Agreement shown to us is 225.88 sq. ft. Say 226 sq. ft. i.e. Saleable area of 328 sq. ft. (45% loading on the Carpet area)

24. **CONSTRUCTION :**

The building is of R.C.C. construction. The same has been constructed in the year 2001. The walls are made of bricks, cement plastered on both the sides. The height of the ceiling is 14'. The Commercial premises is very well furnished, comprising of a single room with Director's Cabin. The flooring is of wooden laminates throughout the premises. The electrical wiring is concealed. POP false ceiling has been done throughout the premises. The walls have texturized POP finishing. There are 3 lifts in the building.

25. **GENERAL REMARKS :**

- a) *The valuation of the property is being carried out at the request of Bank of India, Ghatkopar (E) branch.*
- b) *The Title Clearance of the Said Property has not been carried out by us, as it is out of the scope of the assignment and the same should be verified by the Bank Authorities, before disbursement.*
- c) *This report will hold good only if the title of the property is clear & marketable.*
- d) *The Commercial Premises was inspected in the presence of Mr. Sanjay.*
- e) *It may be noted that the Premises No. 415 and 416 have been internally combined together to form a single Commercial Premises. Although, they have separate entrances, the entry to both the Commercial Premises is allowed only through Premises No. 415. The Owners of Commercial Premises No. 416 is Mrs. Rakhi C. Mehta and Mr. Chirag C. Mehta. The Bank may please take note of the same.*
- f) *The structural analysis of the building has not been carried out by us.*
- g) *All original documents should be verified by the concerned Bank Authorities.*
- h) *Photographs are enclosed as part of Report.*
- i) *The Bank Authorities should verify whether applicable stamp duty has been paid & the Agreement has been registered for the same, from the Banks Legal Counsel, before disbursal of any Loan, as the same is beyond the scope of the valuer.*
- j) *Occupancy Certificate No. CE/3571/BPES/AN dt. 6th June 2002, has been provided.*
- k) *The ascertaining liability towards Society or Government authority or any third party is out of the scope of this assignment, Bank may independently verify if there exists any liability on the property & deduct the same from the Present Fair Market Value of the property.*
- l) *No Structural survey is made & no guarantee is given in respect of rat, termite or pest infestation or other hidden defects.*
- m) *Market values are reflects the full contract value and no account is taken of any liability to taxation on sale or the costs involved in affecting a sale.*
- n) *We are orally informed by the client that no notice has been served by any government body for acquiring the same for any public purpose.*

- o) We are orally informed by the client that no notice has been served by any government body for acquiring the same for any public purpose.
- p) If the building has not been constructed in accordance to the sanctioned plans, the said valuation report will not hold good.

26. LIMITING CONDITIONS :

- a) We shall not be held responsible in any event, and liable for special, indirect or consequential damages, as the assignment has been completed on best efforts, knowledge & belief.
- b) The Report is for the sole use to the Client, it has been addressed to ; neither the whole nor any part of this Valuation Report and any reference there to may be utilised without the prior written approval of M/s. M.C. Punjwani Valuers.
- c) Whether it is stated in the report that information has been supplied to the valuer by another party / Bank, this information is believed to be reliable but the valuer can accept no responsibility if this should prove not be so.
- d) Due to peculiarity of real estate transactions in out country oral information furnished by various agencies is relied in good faith.
- e) The property is valued on the assumption that it is free and clear of all mortgages encumbrances and other outstanding premiums and charges.
- f) Our valuation are prepared on the basis that the premises and any works thereto comply with all relevant statutory regulation, it is assumed that they have been or will be issued with a Certificate of Fitness by competent authority.
- g) The said valuation is based on the presumption that the building plans are legally approved by the concerned Municipal Authority, as building plans were not provided to us.

27. CAVEAT :

- i) Neither the whole nor any part of this valuation & report or any reference to it may be included in any published document, circular or statement nor published in any without the Valuer's prior written approval of the form and context in which it may appear.
- ii) The report is confidential to the clients, their professional advisors for the specific purpose to which they refer. The valuer disclaims all responsibility and will accept no liability to any other party.
- iii) This valuation report is prepared for *bank finance purpose* & hence it is valid for this purpose only.
- iv) The valuer is not required to give testimony or to appear in court by reason of this, as appearance in the court is out of scope of the assignment.

28. METHODOLOGY OF VALUATION :

The 'Market Method of Valuation' has been adopted for finding the Present Fair Market Value.

30. VALUATION OF COMMERCIAL PREMISES :

Considering the location of the property, the type of materials used for construction, age of the building which is about 10 years and as per enquiries made from reliable market sources, a present rate of Rs.20,000/- per sq. ft. of the Saleable area, may be considered reasonable. Based on the design norms of sound R.C.C. frame structure, the remaining life of 50 years, has been estimated by us for the present structure.

Present Fair Market Value of Immovable Property (Commercial Premises)	= Saleable Area x Rate per sq. ft. = 328 sq. ft. x Rs.20,000/- = <u>Rs.65,60,000/-</u>
--	---

34 DISTRESS SALE VALUE :

However, if the Commercial Premises are to be sold on Distress Sale basis the Present Fair Market Value of the Commercial Premises will reduce by 20%.

Distress Sale Value of Immovable Property (Commercial Premises)	= Present Fair Market Value x 0.80 = Rs.65,60,000/- x 0.80 = <u>Rs.52,48,000/-</u>
--	---

34 MARKET VALUE CONSIDERED FOR STAMP DUTY PURPOSE AS PER BOMBAY STAMP ACT

The Carpet area of the Commercial Premises is 226 sq. ft. i.e. built up area of 271 sq. ft. As per Stamp Duty (Ready Reckoner), the rate of Commercial Premises at Sakinaka, is Rs.75,100/- per sq. mtr. i.e. Rs.6,977/- per sq. ft. As per Stamp duty (Ready Reckoner), the same has to be increased by 5% towards lift provision, i.e. Rs.7,326/-, as the Premises is on the 4th floor. Subsequently, the rate will reduce by 10%, as the building is 10 years old. Hence, the final rate as per Stamp Duty Ready Reckoner works out to **Rs.6,593/- per sq. ft.**

Value considered by Stamp Duty Authority	= Built up Area x Stamp Duty Rate per sq. ft. = 271 sq. ft. x Rs.6,593/- = <u>Rs.17,86,703/-</u>
---	---

35 INSURANCE VALUE :

Considering the type of construction & materials used for construction the cost of construction of Rs.1,200/- per sq. ft. for the Commercial Premises may be considered for the purpose of insurance.

Insurance Value	= Saleable Area x Cost of Construction per sq.ft. = 328 sq. ft. x Rs.1,200/- = <u>Rs.3,93,600/-</u>
------------------------	--

36 **CONCLUSION :**

The Present Fair Market Value of Rs.65,50,000/- (Rupees Sixty five lakhs sixty thousand only), Distress Sale Value of Rs.52,48,000/- (Rupees Fifty two lakhs forty eight thousand only), Stamp Duty Value of Rs.17,86,703/- (Rupees Seventeen lakhs eighty six thousand seven hundred three only) and Insurance Value of Rs.3,93,600/- (Rupees Three lakhs ninety three thousand six hundred only) of the Immovable Property (Commercial Premises) as on 26/08/2011, i. e. date of valuation is quite fair and reasonable in our opinion. I further certify that I have valued the right property mortgaged to the bank.



Punjwani M.C.

Signature of Registered Valuer

415



दुय्यम निबंधक: कुर्ला 1 (कुर्ला)

दस्तक्रमांक व वर्ष: 4284/2005

नोंदणी 63 म

Tuesday, June 14, 2005

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

1:46:32 PM

गावाचे नाव : घाटकोपर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणा देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 937,402.00
बा.भा. रु. 1,296,026.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 5736/बी वर्णन: विभागाचे नाव - घाटकोपर - किरोळ - कुर्ला, उपविभागाचे नाव - 103/491 - भूभाग: उत्तरेस रेल्वे मार्ग, पुर्वेस अंशत: गाव हद्द व 27.45 मी रुंद रस्ता, दक्षिणेस व पश्चिमेस गाव सीमा (पंतनगर चा भूभाग वगळून) - ऑफिस नं 415, 4 था मजला. कैलास प्लाझा बिल्डींग, फायनल प्लॉट नं 355, व्ही बी लेन, घाटकोपर पूर्व मुं 77.
(1)बांधीव मिळकतीचे क्षेत्रफळ 25.19 चौ.मी. आहे.
- (3)क्षेत्रफळ
- (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) मे/- डी. के. पटेल अॅन्ड कंपनी तर्फे भागीदार श्री. किशोर पटेल यांच्यातर्फे कु मु म्हणून दीपक एम. पटेल - -; घर/प्लॉट नं: 23, कैलास नगर, एम जी रोड, घाटकोपर (पू) मुं 77.; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) बीना अे. धीरावानी - -; घर/प्लॉट नं: 25/7, महावीर किरण, व्ही बी लेन विस्तारीत, घाटकोपर पूर्व मुं 77.; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 14/06/2005
- (8) नोंदणीचा 14/06/2005
- (9) अनुक्रमांक, खंड व पृष्ठ 4284 /2005
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 64830.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 13000.00
- (12) शेरा

बदर - ३
०२५४ १९
२००४



(Rupees Sixty four thousand Nine hundred only)

Sathavale
Authorised Signatory
For Thane Bharat Sahakari Bank Ltd.

AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay this 14TH day of JUNE in the Christian Year Two Thousand and Five BETWEEN MESSRS D.K. PATEL AND COMPANY [REGD] a Partnership concern registered under the provisions of Indian Partnership Act, 1932 and having its principal place of business at Kailas Nagar, M.G. Road, Ghatkopar [East], Bombay - 400 077, hereinafter referred to as "THE PROMOTER" [Which expression shall unless it be repugnant to the context or meaning thereof shall mean and deemed to include the said firm, its partner or partners for the time being, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of last such survivor] of the ONE PART AND Smt. BINA A. DHARAWANT residing at 25/7, Mahavir Kiran, V. B. Extension, Garodia Nagar, Ghatkopar (E), Mumbai 400 077 hereinafter referred to as "THE PURCHASER/S" (Which expression shall unless repugnant to the context or meaning thereof shall include his/her/their heirs, executors, administrators, successors and permitted assigns) of the OTHER PART:

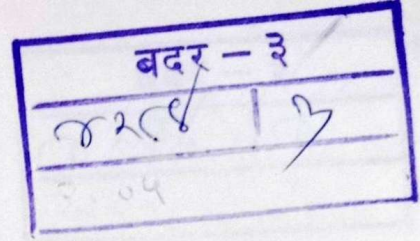
WHEREAS:

X to
Bina

X to
Bina

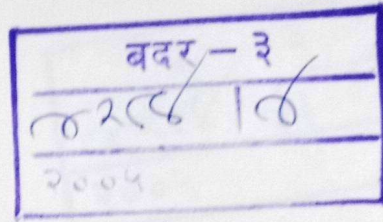
X to
Bina

Thane Bharat Sahakari Bank Ltd.,
Ghatkopar Branch, Suffire Archad,
Behind Sonal Sejal Jewellers,
M. G. Road, Rajawadi, Ghatkopar (E),
Mumbai - 400 077.
S/S: P/V: R. 00649001-2296339
भारत 21059
121209
SPECIAL
ADHESIVE
JUN 13 2005
TAMP DUTY MAHARASHTRA
00649001-PB5232
14:23



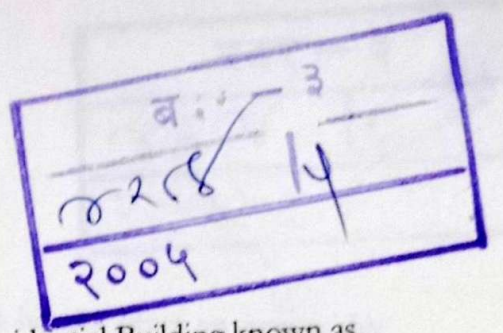
- a) By an Agreement dated 2nd day of September, 1974 as modified by an Agreement dated 6th December, 1985 and executed between Narottamdas K. Shah and Others of One Part (hereinafter referred to as the "Vendor") and the Promoter of the Other Part, the Promoter herein has agreed to purchase an immovable property being piece or parcel of freehold land and being at Ghatkopar in the Registration District and Sub-District of Bombay City and Bombay Suburban admeasuring 8100 Square Meters or thereabouts and more particularly described in the First Schedule hereunder (hereinafter referred to as "the said Land")
- b) As a result of the Urban Land (Ceiling and Regulations) Act, 1976 (hereinafter referred to as the "Ceiling Act") which came into force in the State of Maharashtra on the 17th February, 1976 Vendor were not entitled to hold any vacant land in excess of the Ceiling limit except as otherwise provided in the Ceiling Act;
- c) The Vendor having been shown to be the Owner of the said land in the Government and revenue records, the Vendor submitted to the Government of Maharashtra (hereinafter referred to as "the Government") in the name of the Vendor the Returns of total holding of Land under Section 6 (1) of the Ceiling Act for exempting the said land from the provisions of the Ceiling Act;
- d) By an Order No.CAS/NOC/ULC/SR-6 (1)/11/244/1 to 7 & XXI/375 to 383 dated 30.3.1988 (hereinafter referred as "the said Order") the Government allowed to retain part of the Land admeasuring 4686 Sq. mtrs. (hereinafter referred as the said portion) including set-back areas without any condition from the provisions of the Ceiling Act, for the balance of Land the proceedings are pending;
- e) As per the said Order and as a result of the said Agreement the Promoters are entitled and enjoined upon to construct building on the said land in accordance with the said Order and Promoter will subsequently construct the building or buildings on the balance Land as per the Scheme which may be sanctioned by the Government of Maharashtra and/or the Competent Authority under the Provisions of Ceiling Act;

Bive



- f) The Promoter being in possession of the said land have constructed multistoried buildings on the said portion;
- g) The Promoter has constructed on the said portion three multistoried buildings of ground floor at stilt level and ten or more upper floors and one building with shops on ground floor and commercial premises on upper floors (hereinafter referred to as "the said building/s")
- h) The Promoter has entered into a Standard Agreement with Architects M/s. S.V. Thakkar & Associates registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects, whereas the Promoters has appointed a structural Engineer M/s. R. H. Mahimtura for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- i) On the Purchaser/s demanding from the Promoter, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said land, the said Order, the said Agreement and the plans, designs and specifications prepared by the Promoter's Architects M/s. S.V. Thakkar & Associates and of such other documents as are specified and required under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made there under.
- j) The copy of certificate of title issued by the attorney-at-law or advocate of the Promoter, copies of property card, copy of certificate of Tenure and Title showing the nature of the title of the Vendor and thereby title of the Promoter to the said land on which the flats and shops/offices are constructed or are to be constructed have been annexed hereto; and marked **Annexure "A", "B" and "C"** respectively.
- k) By an Agreement dated 24th July 1994 executed between the owners of Plot No.355 and the Promoters herein the owners confirmed the use of TDR if available from market to use the same on the said plot.

for
X
Tiriz

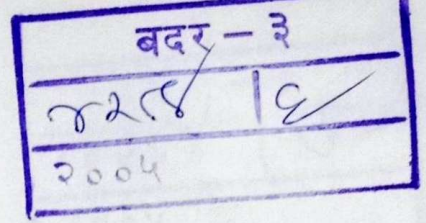


- l) The Promoters have completed three wings of Residential Building known as "Kailas Tower" and one commercial building having basement at ground floor and offices on First, Second and Third and Fourth Floor using major portion of F.S.I. available for the said Plot.
- m) The said plans are sanctioned by Bombay Municipal Corporation and the Commencement Certificate bearing No. CE/5388/B/ES/AN dated 18.01.1994.
- n) The Purchaser/s has taken inspection of all the hereinbefore documents, papers, plans as also all orders, scheme etc. which are referred in this Agreement and is aware of the terms and conditions thereof;
- o) The Purchaser/s applied to the Promoter for allotment of the commercial premises No. 415 on fourth floor of the building to be known as Kailas Plaza situated at Final Plot No.355 of TPS III, Vallabhbaug Lane, Ghatkopar (East), Bombay 400 077 (hereinafter referred to as the said office) A typical floor plan of Office agreed to be purchased by the Purchaser/s is annexed hereto as **Annexure "D"** and is shown with red colour lines.;
- p) The Purchaser/s has entered into this agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes etc., including terms of payment to be made to Vendor;
- q) Relying upon the said application, declaration and agreement herein contained, the Promoter agrees to sell to the Purchaser/s the said Office at the price and on their terms and conditions hereinafter appearing.

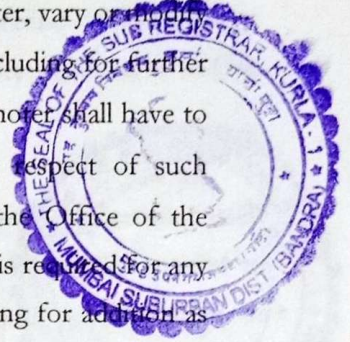
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall construct restricted commercial premises by constructing additional upper floors in accordance with the plans, designs and specifications approved by the Purchaser/s with such variations, modifications and alterations as the Promoter may deem fit and/or as may be required by the concerned local authority or the Government to be made

Bire



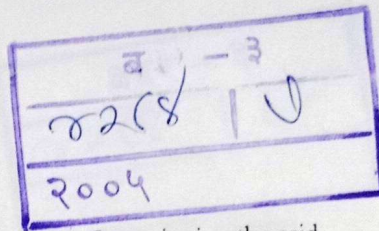
in them or any of them and the Purchaser/s hereby gives an irrevocable consent, power and authority to the Promoter to add, to alter, vary or modify from time to time the said Plans, design, specifications, including for further construction. It is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the Office of the Purchaser and that no further consent of the Purchaser/s is required for any modifications, variation or amendment of the plan including for addition as in the building to be constructed.



2. The Purchaser/s hereby agrees to purchase from Promoter and the Promoter hereby agrees to sell to the Purchaser/s commercial office premises No. 415 on the Fourth floor of building Kailas Plaza admeasuring 225.88 sq. ft. of Carpet area as shown in the floor plan annexed and marked as Annexure "D" hereto for the price of Rs. 9,37,402/- [Rupees Nine Lac Thirty Seven Thousand Four Hundred ^{Two} Only] including the proportionate price of the common areas and facilities appurtenant to the premises the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule hereunder written. The Purchaser/s ^{shall pay} ~~has paid~~ Rs. 1,87,480/- [Rupees one Lac Eighty Seven thousand Four Hundred eighty Only] as earnest money i.e. 20% of total consideration on or before the execution of these presents.
- The Purchaser hereby agrees to pay the balance consideration of Rs. 6,56,181.00 [Rupees six Lac Fifty six Thousand one hundred eighty one Only] being 70% of total consideration on or before 30th June 2005 and the balance of Rs. 93,740/- [Rupees Ninety three thousand Seven hundred forty Only] being 10% of the total consideration on or before Promoter offering possessions.

3. The Percentage of the undivided interest of the Purchaser/s in the common areas and the facilities limited or otherwise pertaining the said Office shall be in proportion of the area of the Office agreed to be sold hereunder to the total common areas and facilities limited or otherwise.
4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions stipulations and restrictions, if any which may have been

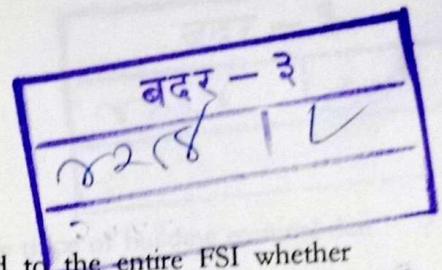
Biz



imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Office to the Purchaser/s, obtain from the concerned authority occupation and/or completion certificates in respect of the Office.

5. The Purchaser/s has prior to the execution of this Agreement satisfied itself about the title to the said plot. The Purchaser/s shall not be entitled to investigate the title of the said plot any further and no requisition or objection shall be raised by the Purchaser/s in any manner relating thereto. A copy of the certificate of title issued by M/s. Kantilal Underkat & Co., Advocates and Solicitors is hereto annexed and marked Annexure "A".
6. The Purchaser/s agree that the Promoter shall be entitled to use the F.S.I. of the said entire plot and shall be entitled to carry on and complete construction on the balance land as and when the scheme thereof is sanctioned under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 and plans are sanctioned by Municipal Corporation of Greater Bombay and the Purchaser/s will not object, obstruct or interfere with such further construction in any manner whatsoever and will give all the cooperation required by the Promoter for the said purpose.
7. The Purchaser/s agrees to comply with all the terms and conditions of any order scheme, permission no objection etc., that may have been granted or sanctioned which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including Competent Authority under Urban Land (Ceiling & Regulations) Act, Government of Maharashtra and Municipal Corporation of Greater Bombay.
8. The Purchaser/s declares that neither the Purchaser/s nor members of his/her family, the meaning of word family being the same as defined Under Land (Ceiling & Regulations) Act, 1976, owners or own a tenement house or building within the limits of Bombay Agglomeration and relying solely upon this declaration the Promoter has agreed to sell the said Office to the Purchaser/s on the terms and conditions set out in this agreement.
9. The Purchaser/s hereby grants his irrevocable power and consent to and agrees to:-

Bir

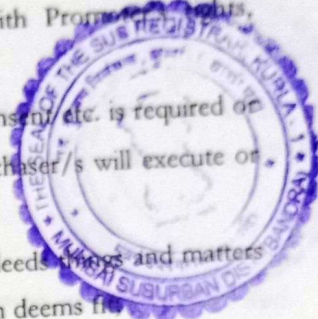


- a) The Promoter alone shall be entitled to the entire FSI whether available at present or in future till the conveyance or any other document vesting the property in favour of common organization of the Purchaser/s is executed including the balance FSI, the additional FSI available under D.P. Rules from time to time and/or by TDR Scheme or by and special concessions, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening set back reservation or otherwise;
- b) Under no circumstances the Purchaser/s will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever;
- c) The Promoter developing the said plot of land fully by constructing many buildings and or additional built-up/floors/structures thereon so as to avail of the full FSI permissible at present or in future including for staircase, lift and by way of TDR or any purchase of floating FSI on the said plot and including putting up "Additional Construction" as mentioned above and Promoter selling the same and appropriating to himself the entire sale proceeds thereon without the Purchaser/s or other acquires of the tenements/Flats in such building and/or their common organization having any claim thereto or to any part thereof. The FSI and further and/or additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer etc the same in manner the Promoter chooses. The Purchaser/s agrees not to raise any objection and/or claim, reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance, the Conveyance of the said plot, building etc. and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation. The Promoter shall be entitled to consume the said FSI by raising floor or floors on any structures and/or putting additional structures and/or by way or extension of any structure;
- d) The Promoter selling any part or portion of the said buildings including the open terrace walls, basement area or any portion thereof including for use as a garden, display of advertisements, as the same may be permissible by the authorities concerned;
- e) To admit the persons who are allotted offices as provided in recital above as members of the proposed society.

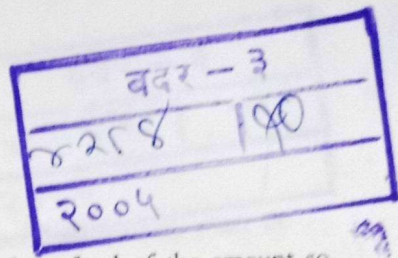
BS

22/8/12

- f) To bear and pay any increment in the price of building material due to unavoidable circumstances as may be decided by the Promoter;
- g) Not to raise any objection or interfere with Promoter's rights reserved hereunder;
- h) If any further or other writing, document consent, etc. is required or necessary for the aforesaid purpose the Purchaser/s will execute or sign the same.
- i) The Purchaser/s will also do all other acts, deeds, things and matters which the Promoter in his absolute discretion deems fit.
- j) The aforesaid consent shall remain valid, continuous, subsisting and in full force even after the possession is handed over the Purchaser/s and/or possession of the said property is handed over to the society of the Purchasers of flats and this is irrevocable till the conveyance is executed in favour of society.
10. The Purchaser/s agrees to pay to the Promoter interest at 18% per annum on all the amounts which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date of the said amount is payable by the Purchaser/s to the Promoter.
11. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the promoter shall be entitled at his own option to terminate this agreement by giving 15 days notice. PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoter shall refund to the Purchaser/s the installments of sale price of the Office which may till then have been paid by the Purchaser/s to the Promoter but the Promoter shall not be liable to pay to the First Purchaser any interest or any other amount on the amount so refunded and/or upon termination of this agreement and on refund of aforesaid amount by the promoter, the Promoter, shall be at liberty to dispose of and sell the Office to such person and at such price as the Promoter may in his absolute discretion think fit. The Purchaser/s agrees that sending of the said amount by cheque by the Promoter to the Purchaser/s at the address given by the Purchaser/s whether the purchaser

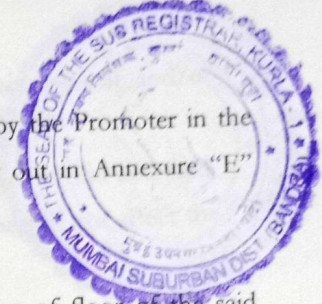


for
 B. S. ...



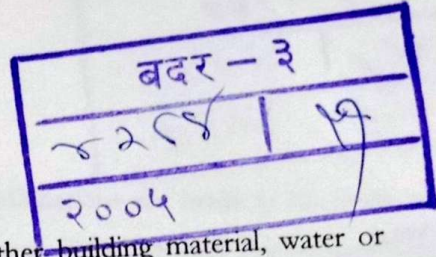
encashes the cheque or not will amount to the refund of the amount so required to be refunded.

12. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Office are those that are set out in Annexure "E" annexed hereto.
13. The Promoter may complete any wing, part portion of floor of the said building and obtain part occupation certificate thereof and give premises therein to the acquires of such premises and the Purchaser/s herein shall have no right to object to the same and the Purchaser/s hereby gives his specific consent to the same. If the Purchaser/s takes possession of any premises in such part completed wing, part, portion or floor, the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional constructions work in the said premises, the said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct, the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused.
14. The Promoter shall give possession of the Office to the Purchaser/s on or before by August 2005. If the Promoter fails or neglects to give possession of the Office to the Purchaser/s on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the Act then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Office with simple interest at nine percent per annum from the date the amounts received and till the interest thereon is paid. The Purchaser/s agrees that pending of the said amount by cheque by the Promoter at the addresses given by the Purchaser/s these presents, whether the Purchaser/s encashes the cheque or not will amount to full refund to the amount so required to be refunded. PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of Office on the aforesaid date, if the completion of building in which the Office is to be situated is delayed on account of:

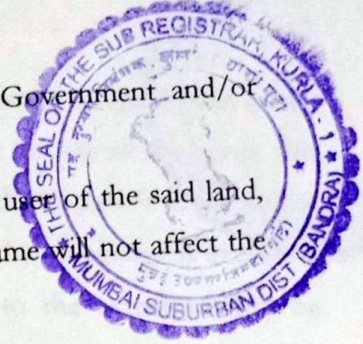


TS

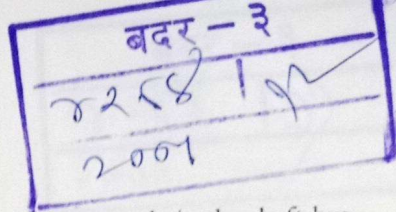
TS



- 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, rules, notification of the Government and/or public or competent authority;
- iv] The Promoter shall be entitled to change the user of the said land, and/or the part or portion thereof but the same will not affect the user of the said Office .
15. The Purchaser/s shall take possession of the Flat within seven days of the Promoter giving written notice to the Purchaser/s intimating that the said Office is ready for use and occupation and the Purchaser/s shall before taking possession of the said Office inspect the same thoroughly and point out defects if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required.
16. The Office is intended and shall be used for commercial purposes only and the Purchaser/s shall not use the Office or any part or portion thereof for any other purposes whatsoever. The Purchaser/s shall use the garage or parking space only for the purpose of keeping of parking the Purchaser/s' own vehicle and for no other purpose.
17. The said buildings shall always be known as "KAILAS PLAZA".
18. The Purchaser/s along with other Purchasers of basement/shops/office in the building shall join in forming and registering the society as the Promoter may deem fit and such society shall bear the name of "KAILAS PLAZA" as its first name and this will not be changed without written consent of the Promoters. The Purchaser/s agrees that for the aforesaid it shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary for the formation and registration of the Society for becoming a member including the bye-laws of proposed society and duly fill in sign and return to the Promoter within 4 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable Promoter to register common organization of the Purchaser/s under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction sale, management and Transfer) Rules 1964. No objection shall be taken by

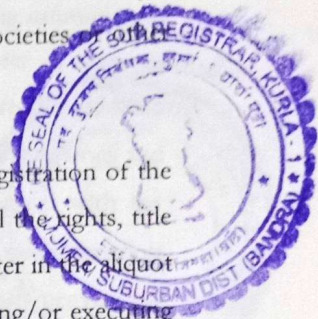


Bina

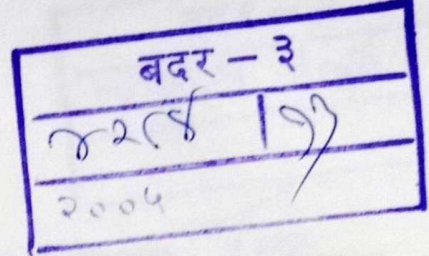


the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies and Competent Authority.

19. The Promoter shall, within a period of twelve months of registration of the Society as aforesaid cause to be transferred to the Society all the rights, title and the interest of the Promoter at the option of the Promoter in the aliquot part of the said land together with the building/s by obtaining/or executing the necessary conveyance of the said land or to the extent as may be permitted by the authorities, and the said building in favour of such society/s. However if the Promoter does not decide to convey the aliquot part of the land the Promoter will convey the entire project or Federation of more than one Societies of the project. The decision of the Promoter whether to convey aliquot part or not is final and binding on the Purchaser/s.
20. Commencing a week after notice in writing given by the Promoter to the Purchaser/s that the said Office /tenement is ready for occupation or before taking the possession of the Office whichever is earlier the Purchaser/s will be liable to pay and pay regularly to the Promoter (a) the proportionate share of the Purchaser/s of the Municipal Assessment of the property, all rates and taxes whether any of the tenements of the building shall have been actually assessed or not or even if the assessment may not have been finally determined; (b) the share of the Purchaser/s in all other dues, duties, impositions, outgoing, and burden of any nature at any time hereafter assessed or imposed upon the said property and building or upon the owners or occupiers thereof by any authority including Municipality, Government Revenue Authority in respect of the entire buildings or the user thereof and payable either by the Owners or occupiers and (c) the proportionate share of all other outgoing in respect of the said Office or building including other taxes insurances, common lights, sanitation, additions, and alternations, oil paintings, colour washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipality, salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers etc. and (d) all other expenses necessary and incidental to the said entire building including the said management and maintenance; until the Society is formed and the said land and buildings transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoing as may be determined by the



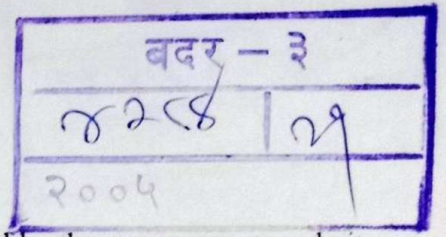
Bir



Promoter. The Purchaser/s shall within seven days of posting intimation as aforesaid, deposit and keep deposited with the Promoter a sum of **Rs.10,000.00 [Rupees Ten Thousand only]** without interest as security deposit for payment by the Purchaser/s his share of aforesaid outgoings and payments. The Purchaser/s hereby further unequivocally agrees with the Promoter that until the Purchaser/s shall from the date of the said intimation regularly pay to the Promoter on the 5th day of every month provisional monthly contribution of **Rs. 1243/-00** **[Rupees One thousand two hundred Forty three only]** towards, and on account of the Purchaser/s in its share of the aforesaid outgoings and payments every month in advance to the Promoter. The Promoter shall be at liberty without being bound so to do to appropriate from the said deposit money if any, the due by the Purchaser/s for its aforesaid share of liability.

21. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts: -
- i] **Rs.2500/-** being agreed legal charges and expenses;
 - ii] **Rs. 361/-** for share money application entrance fee of the Society or Limited Company;
 - iii] **Rs. 2000/-** for formation and registration of the Society or Limited Company;
 - iv] **Rs. _____/-** for Water and electricity charges
 - v] **Rs. _____/-** for Development charges.
 - vi] Such amount as may be determined towards share of the Purchaser towards contribution to the Sinking Fund (not exceeding Rs.20/- per sq. ft.) and the deposit.
 - Vii] **Rs. _____/-** for statutory and other charges/deposits including for electricity, water, municipal taxes, LUC taxes and other taxes, duties, levies, cess or fees.

22. The Promoter shall utilize the sum of **Rs. 2,500/-** paid by the Purchaser/s to the Promoter for meeting all legal costs, charges and expense, including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, preparing its rules, regulations and bye-laws and the costs of preparing and engrossing this Agreement and the Conveyance.



promoter the details of Registration to enable the promoter to admit execution thereof - In case of failure by purchaser the promoter shall not be liable for consequences thereof.

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



THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land or ground being O.P. No.324 (Pt.) and now bearing F.P. No.355 of T.P.S. III Ghatkopar 1st Variation (Final) lying or being in the Registration District and Sub-District of Bombay City and Bombay Suburban containing by admeasurements 8100 Sq. mtrs. and bounded as follows:

- On or towards the East : by 90' D.P. Road
 On or towards the West : by 50' T.P. Road now known Ramnarayan Narkar Road.
 On or towards the North : by F.P. No.324 or T.P.S. III and;
 On or towards the South : by Vallabh Baug Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO

- 1] the land on which the building is located.
- 2] the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapers and entrances and exists of the building ;
- 3] the gardens, parking areas and storage spaces if any;
- 4] the elevators, elevator rooms tanks, pumps, motors, fans, compressors common lights, and in general all apparatus and installations existing for common use;
- 5] all other parts of the property necessary or convenient to its existence maintenance and safety, or normally in common use;

SIGNED SEALED AND DELIVERED]
 By the withinnamed : THE PROMOTER]
 M/s. D. K. PATEL & CO.]

For D. K. PATEL & CO.

[Handwritten Signature]

PARTNER

बदर - ३
४२०४/२

in the presence of]

SIGNED SEALED AND DELIVERED]

By the within named : **THE PURCHASER/S]**

MRS. BINA A. DHIRAWANI, F]

in the presence of]



Bina

PAN NO: AERP09647P.

RECEIVED the day and year first]

Hereinabove written of and from the]

within named The Purchaser/s a sum]

of Rs. 51,000/- [Rupees Fifty one]

thousand — — only]

being the amount of ^{Past consideration} ~~earnest money~~ to be]

paid by them to us by cash/Cheque No.]

466385 drawn on Union Bank of]

Ind. Cotton Green BR dated 10.06.05.]

Rs. 51,000/-

WITNESS :

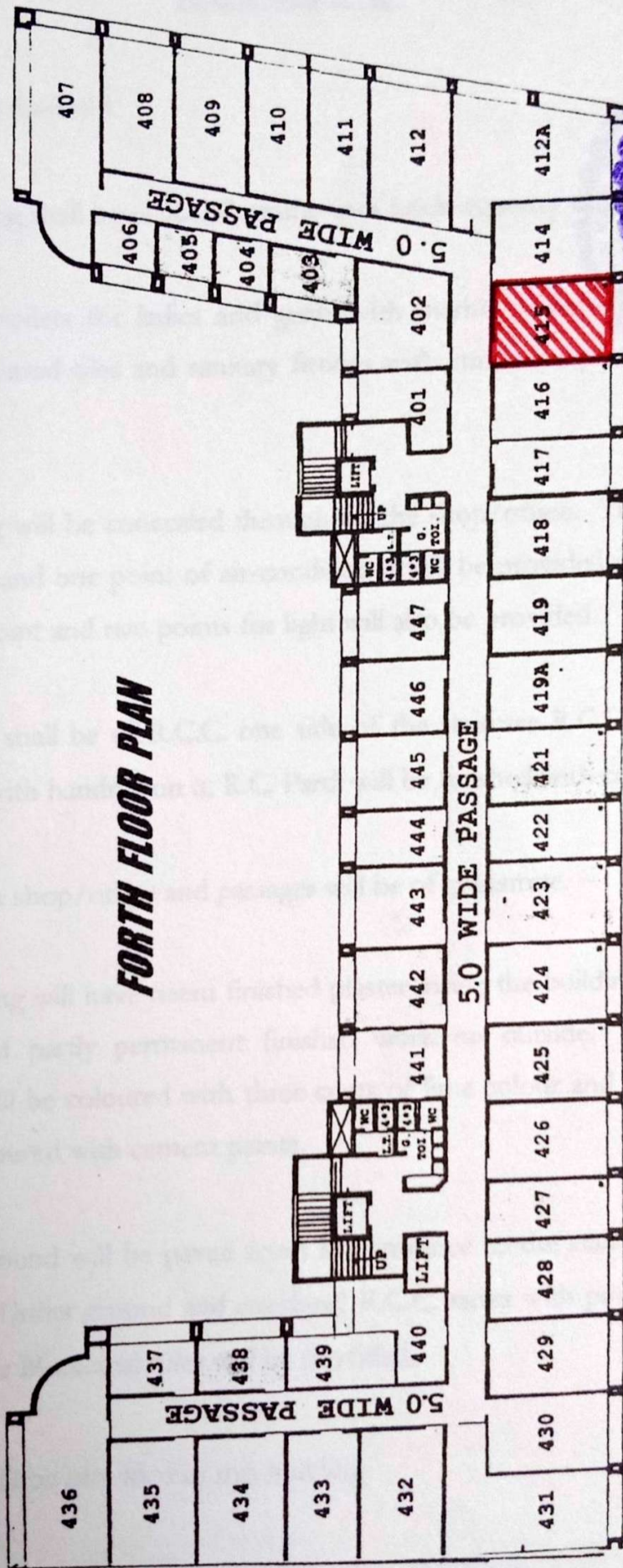
WE SAY RECEIVED

[Signature]

[PROMOTER]

Annexure 'D'

बदर - ३
४२८१२



FORTH FLOOR PLAN



OFFICE NO. 415. ON 4th FLOOR.

For D. K. PATEL & CO.

[Handwritten Signature]

PARTNER

बृहन्मुंबई महानगरपालिका

BRIHANMUMBAI MAHANAGARPALIKA

No. GE/3571/BPES/AM E 6 JUN 2002

Shri S.V. Thakkar,
P.O. S.V. Thakkar & Assoc.,
115, Kallias Plaza,
Vallabh Bang Lane,
Ghatkopar (East).

Subj:- Full occupation of wing 'C' of
plot bearing C.T.S.No. 907, 908, 909
of village Kiroli Ghatkopar,
Ghatkopar (West).

Sir,

The full development work of wing 'C' for stillt + 7 upper floor of building situated at Cama Lane, C.T.S.No. 907, 908, 909 completed under the supervision of Shri S.V. Thakkar, Licensed Architect / Licence No. MCA/75/1575 may be occupied on the following conditions :-

- 1) That certificate under Sec. 270-A of the Mumbai Municipal Corporation Act shall be submitted within 3 months.
- 2) That the remaining E.O.D. conditions shall be complied with before asking for further Occupation Certificate.
- 3) That the remaining work of other wing shall be completed as per approved plan.
- 4) That the Completion Certificate from R.E.T.C. for electric pole along right of way shall be submitted.
- 5) That the demarcation of designated R.G. through D.I.L.R. shall be submitted.

A set of certified completion plans is returned herewith in token of Municipal approval.

Note :- This permission is issued without prejudice to actions under Sections 305, 353-A of Mumbai Municipal Corporation Act

Yours faithfully,

Sd/

Executive Engineer

(Bldg. Proposals) (Eastern Subs.)

22/6-6-2002

E 6 JUN 2002

Copy forwarded for information to the Owner
M/s. Sanghvi Builders C.A. to Smt. Kamabai Pitale & Others

Executive Engineer
(Bldg. Proposals) (Eastern Subs.)