

PROJECT BY

ASHTAVINAYAK ENTERPRISE

G-3B, Swapnlok Appt, Mogra Village, Opp Wilson Pen Co., Andheri (East), Mumbai - 400069.





CORRESPONDENCE ADDRESS

5, Shiv Darshan, Old Nagardas Cross Rd, Andheri (East), Mumbai - 400069. Tel - 26831711 Fax - 26821436.

4:09:02 PM

गावाचे नाव

पावती

Original नॉंदणी ३९ म. Regn. 39 M

पावती क्र.: 458

दस्तऐवजाचा अनुक्रमांक

मोगरा

दस्ता ऐवजाचा प्रकार

दिनांक 13/01/2010 2010

सादर करणाराचे नावः प्रविणा और सा

नोंदणी फी

30000.00

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

1680.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (84) एकुण

31680.00

आपणास हा दस्त अंदाजे 4:23PM ह्या वेळेस मिळेल

दुय्यम निंबधक अंधेरी 2 (अंधेरी)

बाजार मुल्य: 3127125 रु.

मोबदला: 2774000 रू.

भरलेले मुद्रांक शुल्कः 156400 रु.

सह. दुय्यप निगंतक अंधेरी-र,

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

मुंबई उपनार जिल्हा.

बॅकेचे नाव व पत्ताः दि भारत को ऑ बॅक लि ;

डीडी/धनाकर्ष क्रमांक: 384824; रक्कम: 30000 रू.; दिनांक: 24/12/2009

THE COSMOS CO-OPERATIVE BANK LTD. FRANKING DEPOSIT SLIP **Customer Copy** The Brown + CO-0P Bank (Mumbai) Hd बहर-४/ Branch: V.P.L(E) Date: 26/12/2000 Pay to: THE COSMOS CO-OPERATIVE BANK LTD Franking Value Rs. 156400 38482 Service Charges Rs. Total Rs. 156400 Name & Address of Stamp duty paying I Mrs: - Pravina R. Shah Tel. No.: / Mobile No.: Purpose of Transaction A 97 in cash for Franking Documents Rs. 156 400 (For Bank's Use only TrankID Franking Sr. No. For The Cosmos Co-op. Bank Ltd. Service Tax Reg, No. Authorised Signatory AAAAT0742KST003 AGREEMENT FOR SALE

of DEC., 2009 BETWEEN M/S. ASHTAVINAYAK ENTERPRISE partnership firm, registered under the Partnership Act, 1932, having its principal place of business at G-3, B-Swapnalok Apartment Mogra Lane, Near Rajat Book Mfg. Co. Andheri (East), Mumbai-400 600 hereinafter referred to as "THE PROMOTERS", (which expression)

shall unless contrary to the context or meaning thereof be deemet

to mean and include the present partners of the firm and surviv

O Car

HEH SX thousand four hundred on

or survivors of them and the heirs, executors and administrators of last survivor/s and permitted assigns) of the ONE PART;

AND;

MRS./MRS./MAS. PRAVINA R. SHAH
, an/both adult/s, of Mumbai, Indian Inhabitant/s,
residing at 301, MANGAL VILLA, TETPAL ROAD, VILE - PARLE
CEAST) MUMBAI - 400 0.57/a partnership firm, duly registered with
the registrar of firms, under the Indian Partnership Act-1932/a company
duly incorporated under the Provisions of Companies Act, 1956, having
its registered office at
, hereinafter referred to as "THE
PURCHASER" (which expression shall unless contrary to the contrary to
meaning thereof be deemed to mean and include in case of individual
his/her/their heirs, executors and administrators and permitted assigns,
in case of Partnership Firm, the present partners of the Fam; and survivor
or survivors of them and the heirs, executors and administrators of them
survivor and in case of limited company, its successor/s and permitted
assign/s) of the SECOND PART ;

WHEREAS:-

(a) Late, Shri Bhogilal Malukchand Shah, (hereinafter referred to as "the said deceased"), the sole Proprietor of M/s. Beaufort Engineering Corporation having his office at the relevant time at Podar Chambers, 17 Store Lane, Mumbai-400 001, during his lifetime was seized



and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or ground bearing Survey No. 56, Hissa No. 1 (part) and Survey No. 55, Hissa No. 3 (part) and bearing Corresponding C.T.S. Nos. 103, 103/1 to 10, admeasuring 1844.10 square meters or thereabout, in the Village Mogra, Taluka Andheri, in the Registration Sub-district of Mumbai City and Mumbai Suburban and bearing Municipal K Ward No. 3147, Street Nos. 31 (A) (a), together with the structures standing thereon, hereinafter referred to as "the said Property", more particularly described in the Schedule hereunder written, being more or less the same as the Schedule hereunder written and shown bounded Red on the plan annexed hereto as Annexure "A".

- (b) During his lifetime the deceased had the deceased had the Development Agreement dated 16th October, 1981 with M/s D.P. Construction Company, a partnership concern (therein referred to as "the Developers"), for the development of the said property, whereby, he had authorized the Developers, to develop the said property at the consideration and on the terms and conditions contained therein.
- (c) The said deceased had given the Power of Attorney dated 16th October, 1981, for development of the said property, in favour of two partners of the said Developers viz. (i) Shri Mahendra Pitamberdas Doshi and (ii) Shri. Damji Premiji Vora, to act jointly and severally.
- (d) Accordingly, the Developers constructed an Industrial building known as "Madhu Industrial Estate (hereinafter referred to as "the said Estate"), comprising of ground plus two upper floors, as per the

A Ma

plan approved by the Municipal Corporation of Greater Mumbai, on the portion of the said property, which is shown surrounded by Brown Colour boundary line and the existing structure surrounded by Blue Colour boundary line, on the plan annexed hereto as **Annexure-A**.

- (e) The Developers have also handed over possession of the Industrial units in the said estate, to the respective Purchasers of the same, who have registered the society known as "Madhu Industrial Premises Co-operative Society Ltd., under the Maharashtra Co-operative Societies Act 1960, under registration No 'NOM/(W) (E) /GTNL/(O)/667/1990, (hereinafter referred to as "the said society").
- rights, in respect of the further development of the said property, his lavel of (i) Mr. Nikhil Dhirajlal Samani, (hereinafter referred to as "the Sub-developer"), having office at G.3, B-Swapnalok Apartment Mogra Lane, Near Rajat Book Mfg. Co. Andheri (East), Mumbai- 00 069.
- **(g)** The developers have agreed to execute the Power of Attorney, in favour of the Sub-developer, to enable him to further develop the said property.
- (h) The Sub-developer requested the Developers, to execute a Power of Attorney, in his favour, to carry out all the affairs and activities of the development of the said property, therefore, developers proposed to substitute the said sub developer for them and to delegate, all the powers contained in the said power of attorney, dated 16th October, 1981, in the favour of the sub developer.

dated 28th April 2005 in favour of the Sub- Developer, Containing all the necessary powers for the further Development of the said property.

ददर-४/

- (j) The deceased died intestate, at Mumbai, on 31st day of December, 2005, leaving behind the following viz:-
 - (i) Smt. Madhukanta Bhogilal Shah (Jobalia) his wife.
 - (ii) Shri Gautam Bhogilal Jobalia his son.
 - (iii) Shri Raju Bhogilal Jobalia his son.
 - (iv) Smt. Shivani Pankaj Jobalia his dav shi e in law.
- (k) After the death of Shri. Bhogilal M. Shah, heirs and legal representatives viz:-
 - (i) Smt. Madhukanta Bhogilal Shah (Jobalia) his wife.
 - (ii) Shri Gautam Bhogilal Jobalia his son.
 - (v) Shri Raju Bhogilal Jobalia his son.
 - (vi) Smt. Shivani Pankaj Jobalia his daughter in law.

Have executed a Power of Attorney in favour of two partners of the said Developers viz:- (a) Shri Mahendra Pitmberdas Doshi and (b) Shri Damji Premji Vora, to actijointly and severally.

दद्र-४/

in which he is one of the Shareholder and Director decided to do further development of the said property in partnership with 1) Vinay Naresh Jain 2) Mr. Sushil Pukraj Bohara 3) Pushpa Pukraj Bohara 4) Milan Interbuilt Pvt.Ltd., through its Director Shri Nikhil D.Samani & the Sub – Developer herein 5) Hirabhai O. Solanki HUF 6) Jay Rasikbhai Thakkar 7) Jayshree N. Unager 8) Chandrakala K. Mour and they together formed a partnership firm known as "M/s Ashtavinayk Enterprise" i.e the promoters herein which has been registered with the registrar of firms under the registration no. BA- 97109.

- (m) The Promoters approached the Developers with a request to permit it, to do remaining development of the said proper
- (n) The Developers after negotiations with the Promoters agreed to grant the balance development rights, in respect of the said property, to the Promoters, at or for the consideration and on the terms and conditions mutually agreed between themselves.
- (o) At the instance of the sub developer, the developers executed a Development Agreement dated 15th September 2007, duly registered on 27th September 2007, under Serial No. BDR-1/8889/2007 in favour of the PROMOTERS herein, therein referred to as "the Sub-Developers", (hereinafter referred to as "the said Agreement", and Power of Attorney dated 27th September, 2007, duly registered/attested on the same day, under Serial No. 1/755 of 2007, whereby the Developers

of Ms.

authorized the Promoters herein, to further develop the said property at the consideration and on the terms and conditions contained therein.

बदर-४/

- (p) The Promoters are fully entitled to further develop the said property, by constructing building/s thereon in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai on the balance portion of the said property, which is surrounded and demarcated by Brown Colour Boundary line on the plan annexed hereto as Annexure-A.
- (q) The Promoters have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said property.
- (r) The Promoters have also obtained commencement
 Certificate from Brihanmumbai Mahanagarpalika. Copy is attached marked
 Annexure-B.
- (s) In accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai, the Promoters are developing the said property described in the Schedule hereto and are constructing thereon building to be known as "MADHU INDUSTRIAL PARK", (hereinafter referred to as "the said Building") consisting inter alia of ground floor plus Seven upper floors.
- (t) The said society has entered into an Agreement dated 11th June, 2007 with the Promoters, whereby, interalia the said society

B M

बहर-४/

has agreed to admit the purchasers of each and every premises in the building/s to be constructed on the portion of the said property as the members of said society upon the payment of Rs. 25,000/- (Rupees Twenty Five Thousand Only) towards entrance/admission fees and Rs. 250/- towards share money by each of the unit purchasers to the said society

(u) The Promoters have entered into standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

before taking possession of their respective units.

- (v) The Promoters have appointed structural Engineers for the preparation of the structural design and drawings of the said building and the Development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the building/s;
- (w) The Promoters have the sole and exclusive right to sell the premises in the said building, to be constructed on the said property and to enter into agreement/s with the purchaser/s of premises in the said building/s and to receive the sell price in respect thereof.
- (x) The Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said property, the relevant orders, and the approved plans, designs and specifications prepared by the Promoters' Architects and all other documents as specified under the Maharashtra Ownership

BMD

बद्र-४/

Flats (Regulation of the Promoters of Construction, Sale, Manage and Transfer) Act, 1964 (hereafter referred as "the said Act") and the Pules made thereunder.

(y) The Promoters have also annexed hereto the copies of following documents:

		Annexure
1.	Sketch of layout plan;	A
2.	IOD & CC	В
3.	Certificate of the title of the said property issued by Advocates and Solicitors of the Promoters;	C
4.	Property card;	Harris
5.	The appropriate order of the Urban Land (Ceiling & Regulation) Act, 1976;	DE TENE
6.	Writing/Agreement dated 11th June,20 entered into between the said society and the Promoters	F
7.	Plan of the Premises	G

(z) While sanctioning the said plans, in respect of construction on the said property, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said building thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned authority.

& Prs

(aa) The Promoters are entering into similar perpents 90 agreements with the several other persons and parties for the sale of the sale of

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

1. The Promoters shall construct the said building called "MADHU" INDUSTRIAL PARK" on the portion of the said property viz. all that piece or parcel of land or ground bearing Survey No. 56, Hissa No. 1 (part) and Survey No. 55, Hissa No. 3 (part) and bearing Corresponding 103, 103/1 to 10, admeasuring 1844.10 square meters there in the Village Mogra, Taluka Andheri, in the Registration Rub-district of Mumbai City and Mumbai Suburban and bearing Municipal Ward 3147, Street Nos. 31 (A) (a), hereinafter referred to as "the said Property", and more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority. However, the Promoters shall have to obtain prior consent in writing of the purchaser, in respect of such variations or modifications which may adversely affect the said premises of the Purchaser agreed to

BAS

be sold hereunder. The Promoters subject to the aforesaid right of the Purchaser has the right to amend and/or modify the said plans for smooth and better development of the said property without any reference to the Purchaser.

2. The Purchaser agrees to purchase from the Promoters and the Promoters agree to sell to the Purchaser Unit No. 204 of carpet area admeasuring 603 sq. meters (which is inclusive of the area of balconies) _ floor as shown in the Floor Plan thereof hereto annexed and marked Annexure G in the "MADHU INDUSTRIAL PARTY INDU alongwith covered/open Garage No. _____, [the afor said unit and Garage (wherever applicable) are hereinafter collective referred to as "th said premises"], for the price of Rs. 27 74,000/- (Rup LACS SEVENTY FOUR THOUSAND ONLY only) including the price of the common areas and facilities appurtent to the said premises. The said premises agreed to be sold hereunder are more particularly described in the Second Schedule hereunder written. The Purchaser has paid to the Promoters a sum of Rs. 26,50,000/- (Rupees TWENTY SIX LACS FIFTY THOUSAND ONLY. only) being part payment towards the sale price (the payment and receipt whereof the Promoters hereby admit and acknowledge) and shall pay to the Promoters balance amount of purchase price of Rs. 1,24,000/ (Rupees ONE LAC TWENTY FOUR

THOUSAND ONLY.) in the following manner:-







(i)	Rs.	/ /= on completion of Plinth, 92
(ii)	Rs.	/= on completion 1st Slab,
(iii)	Rs.	/= on completion 2nd Slab,
(iv)	Rs.	/= on completion 3rd Slab,
(v)	Rs.	/= on completion 4th Slab,
(vi)	Rs.	/= on completion 5th Slab,
(vii)	Rs.	/= on completion 6th Slab,
(viii)	Rs.	/= on completion 7th Slab,
(ix)	Rs.	/= on completion 8th Slab
(x)	Rs.	/= on or before
(xi)	Rs —	/= on or before
(xii)	Rs.	/= on or before
(xiii)	Rs.	/= on or before
(xiv)	Rs. 1, 24,000/=	/= at the time of possession of the said premises.

3. The Purchaser agrees to pay to the Promoters the aforesaid installments within 15 days from the date of demand by the Promoters. Beyond 15 days, the Purchaser shall pay to the Promoters interest (a)

18% per annum on the amounts due and falling in arrears. However, the Purchaser agrees that the demanded installment shall not be delayed for more than 30 days from its due date and if thereafter, still the installment is not paid, in that event the Promoters shall have the absolute right to rescind this agreement.

- 4. On the Purchaser committing default in payment on the due date of any installment due and payable by the Purchaser to the Promoters under this Agreement and the Purchaser committing breach of any of the terms herein contained, the Promoters shall be at liberty to terminate this agreement by giving 15 days prior notice in writing. On termination of this agreement, the Promoters shall refund to the purchaser the installments paid towards the consideration within six months from the additional termination. However, the Promoters shall not be liable to pay any interest on the amount so refunded. Further, the Promoters shall not be liable to reimburse to the Purchaser any Government Charges such as temp duty, registration charges, etc. Upon the termination of this agreen and the purchaser shall be at liberty to sell the said premises to any other person of their choice and at such price as the Promoters may deem fit and the purchaser shall not object to the same.
- 5. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the same.

- Syv 97
- 6. The Promoters have informed the Purchaser and the purchaser and
- (a) The Promoters or their nominee/s or transferee/s shall, be entitled to put up a hoarding on the said property or on the building to be constructed on the said property or any parts of the building or the said property and the said hoarding may be illuminated or comprising of neon-sign and for that purpose the Promoters are fully authorised to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said building or on the said property as the case may be and the Purchaser agrees not to object or dispute the same.
- or their nominee/s or transferee/s any amount by way, of monthly maintenance charges or any other charges or outgoings it use of such terraces, compound walls, display or advertisements or hoar ling, etc., for the purpose mentioned hereinabove.
- kept around the building and the car parking spaces. The Promoters will be entitled to allot such open spaces and car parking spaces to any Purchaser. The Purchaser hereby accepts the right of the Promoters, to allot such parking spaces. The Purchaser herein or other Purchasers or the Cooperative Society or any Common Organisation, which may be formed, will be bound by such exclusive right to use, occupy and possess the Reserved car parking spaces in such open spaces by such Purchaser.

- (d) If any additional construction is permitted, the Profiters are entitled to put up additional floor or floors on the roof of the laid. Building. Neither the Purchaser nor the said Society nor its members will have any right to use or have any claim, right, title or interest of whatsoever nature, in the said constructed area.
- (e) Neither the Purchaser nor the said Society nor its/his members will have any right to use or have any claim, right, title or interest of whatsoever nature in any of the terraces, save and except the right of inspection and maintenance of lift, lift room, water tanks, AC Plant, Cooling towers and/or other common amenities, as may be provided on the said terrace.
- area and/or open spaces on the terraces on Ownership basis and/or on any other basis that they may deem fit and proper. The Purchaser and/or Purchasers of other Premises shall not be entitled to raise any objections of whatsoever kind or nature and shall not have any claim, right, title-or interest therein and shall not be entitled to the use of such constructed area and/or open spaces on the terraces sold and/or allotted and/or earmarked by the Promoters to the Purchaser/s/allotee/s of such constructed area or open spaces unless the Purchaser himself/herself/themselves is/are such purchasers and the Purchaser/s or allottees of such constructed area and/or open spaces. The Purchaser/s/allottees of such constructed area and/or open spaces shall be exclusively entitled to the use of such constructed area and/or open spaces sold and/or allotted to him/her/them. Provided however, that the said open spaces on the terraces shall

not be enclosed by the purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the said society as the case may be.

- any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Promoters exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Promoters by putting up and effecting such new and additional construction and/or allotting the right of exclusive use of open construction and/or allotting the right of exclusive use of open construction and/or allotting to their nominee/s and promoters.
- 7. The fixtures, fittings and amenities to be provided by the Promoters in the said building and the premises are those that the set of in the Third Schedule hereunder written.
- 8. The Promoters hereby declare that the balance Floor Space Index available in respect of the said property is _______ square meters only and that no part of the said floor space index has been utilised by the Promoters elsewhere for any purpose whatsoever. In case the said floor space index has been utilised by the Promoters elsewhere, then the Promoters shall furnish to the Purchaser all the detailed particulars in respect of such utilization of said floor space index by them. In case while

developing the said property, the Promoters have utilised any floor space index of any other land or property by way of T.D.R, floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoters to the Purchaser. The residual F.A.R. (F.S.I.) in the plot or the layout not consumed will be available to the Promoters till the execution of Deed of Conveyance in respect of the said property and thereafter the same will belong to the society.

9. The Promoters will give possession of the said premises to the Purchaser on or before 30:01:25%. The Purchaser hereby agrees that if the possession is delayed due to:—



- (a) reasons beyond the control of the Promoters as provided under Section 8 of the Maharashtra Ownership Flats Act, by the domesid date/s or
- (b) non-availability of steel and/or cemer or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of protein as
- (c) any notice, order, rules, notification of the Government and/or other public or competent authority; or
- (d) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
 - (e) delay in grant of any NOC/permission /licence/

8 M

connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion completion from appropriate authority; or

(f) delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of the Promoters to terminate this agreement under clause 4 mentioned hereinabove),

In that event the period of possession will automatically stand extended.

- premises to the Purchaser by the prescribed date as aforesaid on account of reasons beyond their control and of their agents as per the provious of section 8 of Maharashtra Ownership Flats Act, then the Promoters shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said premises with simple interest at the percent per annum from the date the Promoters received the sum till the late the amounts and interest thereon is repaid. Till the entire amount and interest thereon is refunded by the Promoters to the Purchaser, he shall, subject to prior encumbrances, if any, have charge on the said property as well as the construction or building thereon.
- 11. The Purchaser shall take possession of the premises upon the said premises being ready for use and occupation against payment of the balance consideration amount and other amounts payable under this agreement within 8 days of the Promoters giving written notice to

3 M

the Purchaser intimating that the said premises is ready for occupation.

by the Promoters at their own cost.

- 12. If within a period of three months from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoters any defect in the said premises or the building in which the said premises are situated or the material used therein in the construction of the said building, then, wherever possible such defects shall be rectified
- 13. The Purchaser shall use the premises or any part thereof or permit the same to be used for the purpose for which it is meant for or any other lawful purpose and shall use the parking space (if any) allowed the only for the purpose of keeping or parking the Purchaser's own thinks and not for any other purpose.
- 14. The Purchaser along with other purchasers of purises in the building to be constructed on the portion of the said proposed be admitted as the members of the said society, upon making payment of Rs. 25,000/- (Rupees Twenty Five Thousand Only) towards entrance/admission fees and Rs. 250/- (Rupees Two Hundred Fifty Only) towards share money and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming the member of the said society.
- 15. After the completion of entire development of the said property and after the Promoters have received the purchase price of all the

8 MJ.

बदर-४।

premises and all other amounts payable by the purchaser thereof under the respective agreements, the Promoters shall unless it is otherwise agreed to by and between the parties hereto, within 4 months of all the purchasers becoming the members of the said society, cause to be transferred to the said society all the rights, title and interest of the Owners, Developers and Promoters, in the said property together with the building standing thereon by obtaining/or executing the necessary Deed of Conveyance.

- 16. The Purchaser further agrees and accepts that from the date of the said premises being ready for possession, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the accommodation) of all outgoings in respect of the said property and buildings viz. Local taxes, betterment charges or such charges demanded by the concerned local authority and/or the concernent Authority and the maintenance charges in respect of common amenities.
- 17. Commencing a week after notice in writing is given by the Promoters to the Purchaser that the premises is ready for social occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the said land/property and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the said property and the building/s standing thereon are transferred to the said society, the Purchaser shall pay to the

ब्द्र-४

Promoters such proportionate share of outgoings as may be determined The Purchaser further agrees that till the premises Purchaser's share is determined the Purchaser shall pay to the Promoters provisional monthly contributions of Rs. <u>3648</u> /- per month towards the said outgoings. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of the said society as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions of the amounts payable by the Purchasers of the premises in the building to be constructed on the portion of the said property, as provided for in this Agreement) shall be paid over by the Promoters to the said Society. Unless the Purchaser has deposited with the Promoters an amount of Rs. 1,15,776/- (Rupees ONE LAC FIFTEEN THOUSAND SEVEN HUNDRED SEVENTY SIX ONLY only) by way of provisional deposit, for the initial period of one year from the date of the said premises being ready for possession, towards the aforesaid outgoings, the Promoters shall not be bound to hand over of the said premises to the Purchaser. It is clearly understood that the aforesaid initial deposit does not include the dues for the tricity bills for the purchaser's premises. The Purchaser shall be liable pay electricity bill of individual meters separately. It is understood that shall themselves look after the maintenance of the said property/plot and building/s thereof initially for six months, from the date of completion of the building/s and apply the said deposit towards expenses on this account. If it is found by the Promoters that the said deposit is not adequate or it is likely to be finished very soon, the Promoters shall have the right to demand the payment of additional deposit from the purchaser, and the

ब्द्र-४

purchaser hereby agrees to meet such requisition immediately without protest. However, as soon as possible the Promoters shall execute or cause to execute the Deed of Conveyance in favour of the said society for transfer of the rights, title and interest in the said property and buildings standing thereon and immediately thereafter the account of expenses so incurred shall be handed over, together with surplus, if any to the said society. Thereafter, the said society shall be solely responsible for looking after the said property including the building/s structures standing thereon. Thereafter, it is for the selected body of managing committee of the said society to decide about the quantum of monthly contributions towards maintenance charges, etc.

- 18. The Purchaser shall on or before delivery of possession of the said premises also keep deposited with the Promoters are followed: amounts:—
 - (i) Rs. 7500 /- for legal charges;
- (ii) Rs. 25,250/- for share money and entrance/admires of the said society
- (iii) Rs. 115,776/s towards deposit for 12 months provisional proportionate outgoings, maintenance, taxes, etc.
- (iv) Rs 15,000 /- As security deposit for due performance of this agreement which will include the deposits payable to the concerned local authority or government for giving water, electric or any other services connection to the building in which the premises is situated. The balance

B M

of such deposit, if any, will be transferred to Society or limited company in the account of Purchaser/s and if this deposit amount is found short, the Purchaser/s agree to pay such further amount as may be required by the Developers.

- deposited a sum calculated at the rate of Rs 20/- (Rupees twenty only) per sq. ft. the total of of it amounting to Rs 12060/s, being the present rate or the sum calculated at any other rate as may be increased or decreased at the material time in respect of the proportionate area of the said premises towards the betterment charges and/or development charges that would be levied in respect of the said property by the MCGB and/or State or any other government.
- 19. The Promoters shall utilize the said amount mentioned in Clause 18(i) above paid by the Purchaser to the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters for preparing and engrossing this Agreement and the conveyance or assignment of lease.
- 20. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of or towards the out goings, share money and entrance/admission fees and legal charges and shall utilize the amounts only for the purposes for which they have been received.

of ms.

- 21. The Purchaser himself/itself with intention to bind himself/itself and all persons into whomsoever hands the said premises come and his/her/it/their successors-in-title doth hereby covenant with Promoters as follows:—
- (a) To maintain the said premises at purchaser's cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him/it and shall not do or allow or suffer to be done anything in and/or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises are situated, which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings, in which the said premises are situated.
- (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so hear as tordariage the construction or structure of the building, in which the said premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situate including entrances of the said building and in case of any damage caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.

A MZ

- repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Promoters to the Purchaser and in tenantable repair and shall not do or allow or suffer to be done anything in the said premises or to the building in which the said premises are situate, or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority which may endanger the premises above or below the said premises. In the event of the purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof nor any alteration in the elevation, and outside color some of building in which the said premises are situated and shall keep the premises, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the premises without prior written permission of the Promoters and/or society or the limited company or the local authority as the case may be.

A MS

- (e) Not to throw dirt, rubbish, rags, garbage or other referse or permit the same to be thrown from the said premises in the compound or any portion of the said property/plot and the building in which the said premises are situate.
- (f) Pay to the Promoters within seven (7) days of demand by the Promoters, his share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the building in which the said premises are situate.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies including the Service Tax, Vat, Surcharge, Sales Tax etc., if any, which are or will be imposed by the concerned Local authority, and/or Central or State Government and/or other public Authorities on account of change of user of the said premises by the Purchaser or otherwise.
- part with Purchaser's interest or benefit of this Agreement or of the premises or part with possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the purchaser has not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Purchaser has obtained specific permission in writing of the Promoters for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoters and not otherwise.

बहर-४

- will not carry on any illegal business/profession in the said premises/flat agreed to be purchased and further agrees and undertakes that it/he itself/himself or through its/his nominee/tenant/occupier shall not carry on any such business/profession which may illegal/antisocial/anti-national etc., which may tarnish the reputation of the Promoters and cause nuisance to neighbouring premises holders. It is understood that in the event of the Purchaser carrying on any such illegal business/s in the said premises whether directly or indirectly through its/his/her/their agent or tenant, the Promoters shall be entitled to cancel this agreement in the interest of public, peace and tranquility and have the Purchaser evicted from the said premises.
- said property along with building in which the said premises are situated is executed, the Purchaser shall permit the Promoters and their surveyors, and Agents with or without workmen and others at all reasonable times, to enter into and upon the said property and building or any part thereof, to view and examine the state and conditions thereof or to repair and remove any disrepair.
- (k) The Purchaser shall observe and perform all the rules and regulations which the said society has adopted at its inception and the additions, alterations or amendments thereof that has been made and may be made from time to time, for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the

concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the said society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

- 22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part of thereof. The Purchaser shall have no claim save and except in respect of the particular premises. The remaining portion of plot, property, other unsold units/car parking spaces, common areas, etc. shall be the property of the Promoters until the whole of the said property and or any part thereof with building constructed thereon is transferred to the said society, as mentioned herein.
- 23. Any delay tolerated or indulgence shown by the monters in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construct as a waiver or acquiescence on the part of the Promoters of any breach or compliance of any of the terms and conditions of this agreement by the cachaser and shall not in any manner prejudice the rights of the Promoters.
- 24. The Purchaser and/or the Promoters shall present this agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof.

25. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served itself to the Purchaser by the pre-paid post under certificate at it/his/her/their addresses specified against its/his/their names below.

MRS. PRAVINA R. SHAH

301, MANGAL VILLA, TEJPAL ROAD,

VILE PARLE CEAST),

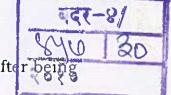
MUMBAI - 400 057.



बदर-४/

- 26. All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this agreement and service tax, Vat tax (if applicable) shall be borne and paid by the Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser.
- 27. The Purchaser before taking the possession of the said Unit shall furnish the necessary Bank Guarantees of Nationalized Bank for the requisite amount to be required for the purpose of payment of the care take vat, sale tax, levies, penalties, which may be required to be paid and/or other Government and Semi government and local authorities.
- 28. The Purchaser hereby declares that it/he has gone through the Agreement and all the documents related to the said property and the premises purchased by the Purchaser and has expressly understood the

contents, terms and conditions of the same and the Purchaser after fully satisfied has entered into this agreement.



- 29. The Purchaser agrees and accepts that if the carpet area of the premises is found to be less up to 2% for whatsoever reason, the Purchaser shall not complain for the said reduction. The Purchaser will accept such reduced area and shall not complain or demand any compensation for such reduced area.
- **30.** This agreement shall always be subject to the provisions of Maharashtra Ownership Flat Act (Mah. Act No. XV of 1971) and the rules made thereunder.



THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground together with the dwelling houses and the structures standing thereon situate, lying and being at Village Mogra Andheri, bearing Survey No. 56, Hissa No. 1 (part) and Survey No. 55, Hissa No. 3 (part) and bearing Corresponding C.T.S. Nos. 103, 103/1 to 10, admeasuring 1844.10 square meters or thereabout, in the Village Mogra, Taluka Andheri, in the Registration Sub-district of Mumbai City and Mumbai Suburban District and bearing Municipal K Ward No. 3147, Street Nos. 31 (A) (a), together with the structures standing thereon and bounded as follows:-

On or towards EAST : By nala and beyond that by land bearing

C.T.S. No. 102

On or towards WEST : By the road known as Mogra Village Road.

which forms part of the said acquir

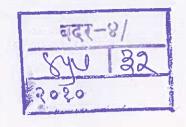
from the deceased therein.

On or towards SOUTH : By land bearing C.T.S. 104

On or towards NORTH : Partly by land bearing C.T.S.

THE SECOND SCHEDULE ABOVE REFERRED TO

Unit No. 204 of carpet area admeasuring 603 sq. metres (which is inclusive of the area of balconies) on 2ND floor as shown in the Floor Plan thereof, in the "Madhu Industrial Park" Building alongwith covered/open Garage No. ______, [the aforesaid unit and the Garage (wherever applicable)



THIRD SCHEDULE LIST OF AMENITIES

- R.C.C. Framed Structure using design mix concrete.,
- Superior Quality Vitrified Tiles / Flooring in all Units.
- Elevation enclosed with Designer ACP & Glass curtain wall all around the building.
- Gypsum finish on internal walls.
- Plastic paint on internal walls / ceilings.
- Toilets with latest bath fittings and sanitary ware.
- Adequate light / Power point using concealed copper wiring in PVC conduit.
- Designer switches of anchor or equivalent make.
- Telephone points in all Units.
- Two Nos. reputed make Passenger Lifts.
- Compound wall have appropriate external lights will signage.
- Proper security cabin and MS grilled gates with post lights.
- Designer entrance lobby / lift lobby, anti theft alarm system



33 -		हिंद	1-8/
IN WITNESS WHEREOF THE PARTI RESPECTIVE HANDS AND THE SEAL HEREIN ABOVE MENTIONED!		1 - 4	0 198
THE COMMON SEAL OF the)		
by within named) _= _=		
M/S. ASHTAVINAYAK ENTERPRISES	For Ashtaw	inayak Enterprise	98
the Promoters above named)	Partn	er
through its partners			
(1) NIKHIL DHIRAJLAL SAMANI		\$ 1.1	
the presence of:—		LH. thumb in	npression.
1.		A .	
2.			
SIGNED AND DELIVERED)		

MRS. PRAVINA R. SHAH

PURCHASER

in the presence of:

1.

2.











RECEIPT

WITNESSES:

1.

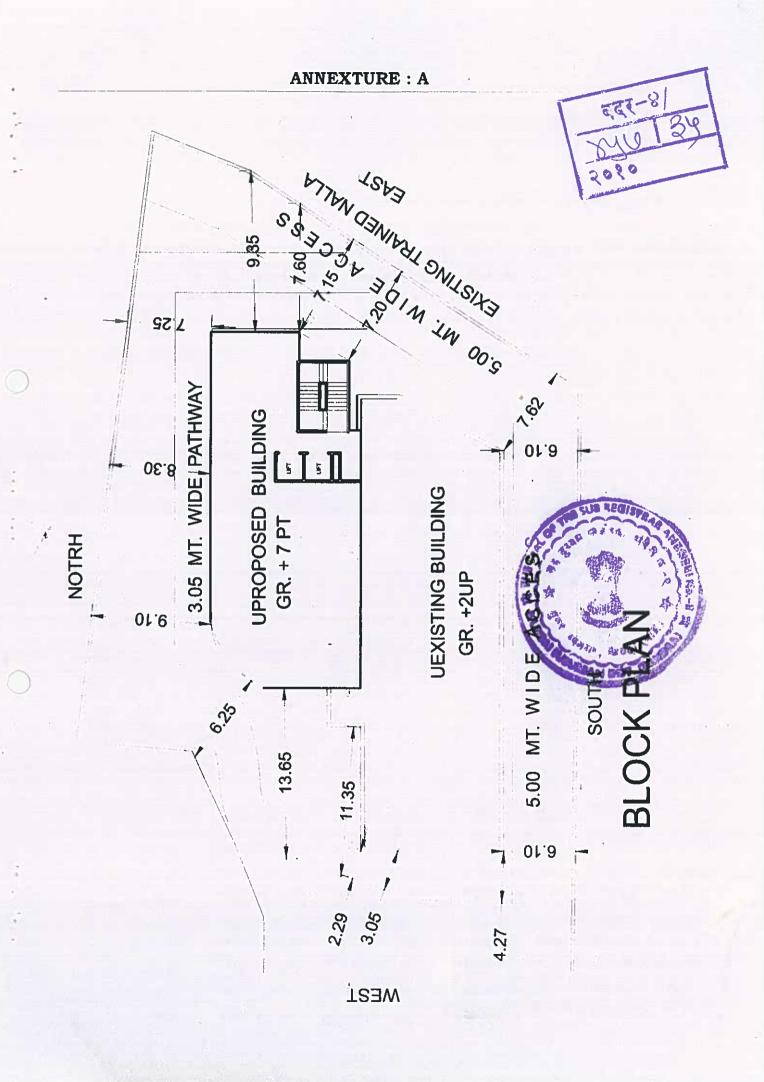
WE SAY RECEIVE

M/S. ASHTAVINAYAK ENTERPRIS

(Promoters)

(Partner)

(
Date	cheque no.	Amount	Bank name	
21.3.2007	487165	1,00,000/=	Bharat co. OP. Bank-(Mumbai)	
	498496	4,00,000/-	Bharat co. OP. Bank- (Mumbai)	
21, 3. 2007	986358	5,00,000/=	Bharat co of Bank-(mumbai)	
9.7.2008	986363	2,00,000/=	Bhorat co. CP. Bank (Mumbai)	
5.8.2008	986 369	5,00,000/-	Bharat co. of Bank (mumbai)	
	986370	5,00,000/-	Bharat co. Of Bank (Mumbai)	
23.8.2008	986371	2,00,000/=	Bharat co. OP. Bank (Mumbai)	
27.8.2008	114013	2,50,000/=	Bharat co. op, Bank (mumbui)	



ANNEXTURE: B

Ext Engineer "13. Proposal [W.L.]

Hand ' is

Nume : 1 1 A. R. K. Patkar Harg. Sentila : 27854; Humbal-400 058.

BMPP-6967-2000-15,000 Forms.

Form 346
88

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

rais 1.8.D./G.C. is last of subject to the provision of Urean Landwelling and Regulation 4st 1976

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

No. E. B./CE/

BS/A

of 200 200

MEMORANDUM CE/3248/WS/AK of

16 APR. 2003

Municipal Office.

Mumbai 200

SHRI.MP.DOSHI C.A. TO M/S. REAUFORT ENGINEERING CORPORATION.

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

- 1. That the commencement certificate under section 44/59 of the M.R. T.P. Act will not be obtained before starting proposed work.
- 2. That the compound wall is not constructed on all simple to the road widening line with foundation belong level of bottom of road side drain without obstructing the fluid rain water from the adjoining holding to prove possession of bolding before starting the work as per D.C. Regulation no. 39(2)
- inent of setback land will not be obtained from E.E.R. K/East before starting the construction work and the accesstback land will not be developed accordingly including projective tights and S.W.D. from E.E.R.C.(W.S.)K/East / E.E.S.W.D. of W.S. before submitting B.C.C.
 - 4. That the structural engineer will not be appointed, supervision memo as per appendix XI (regulation 5(3)(ix) will not be submitted by him.
 - 5. That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.
 - 6. That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/F.E.(TRC)/E.E.D.P./D.T.L.R. before applying for C.C.
 - 7. That the sanitary arrangement shall not be carried out as per funicipal specifications and drainage layout will not be submitted before $C_{\rm e}C_{\rm e}$

TRUE COPY

ATUL A. RANA

ARCHITECT

Dawlins

EE1-8 () Tast proper gitters and down pipes are not intended to be put to prevent water dropping for the leaves of the roof on the public street. () That the draining work generally is not intended to be executed in accordance with and Man wool requirements. Subject to your so no lifying your intention as to obviate the before mentioned objections and meet by of the said Aoi, us a no shot as aforesaid or any rule, regulations or bye-law made under that Act at the time a force. Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval. Executive Engineer, Building Proposals.
Zone. KIP Wards. SPECIAL INSTRUCTIONS. (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY. (2) Under Section 68 of the Bombay Municipal corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowred 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 with sind lorest as new domestic building shall cause the same to be fitted the plinth shall be as which the drain from such building can be connected with the sewer than expense of the realization in "(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining state "(b) Not less than 2 feet (6) cana) above every portion of the ground (vishin 5 feet 160 cms. of such building. "(c) Not less than 92 ft.() meters above Town Hall Bound. (4) Your attention is invited to the provision of Section 152 of the Act who are the person later to pay properly taxes is required to give notive of erection of a new building or occupation building such has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whenever first occurs. Thus compliance with this provision is punishabe under Section 471 of the Adi irresepective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the sa as possible date in the current year in which the completion on occupation is detected by the Assesse and Collector's Department. (5) Your after in if further drawn to the provision of Section 353-A about the necessary of submitting occupation confidence with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your painties and to grant a pointission before occupation and to level penalty for non-compliance under Section 47! if necessary. (6) Proposed date of commencement of work should be communicated as per requirements of Section \$47 (1) (60) of the Bombay Municipal Corporation Act. (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District. (8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultral assessment shall be paid at the site that may or fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Disapproval

No. CE/3248/WS/AK of

Municipal Office, R. K. Patkar M A.6 APR, 2003 Municipal Office, R. K. Parker Manus, 6 APR, 2003 Manutan (Wass), Furnitai-400 058

8. That the R.U.T. and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over cft. will not be obtained from Assit. Commissioner K/East Ward that the ownership of the setback land will not be transferred in the name of M.C.G.M. Lefore C.C.

- 9. That the agreement with the existing terant alongwith the plan will not be submitted before C.C.
- 10. That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.
- 11. That the I.E. indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nussance will not be submitted before C.C./starting the work will not be submitted before C.C./starting the work.
- That the existing structure proposed to be demodished will not be demolished or necessary Phase Programme with agreement will not be submotted and got approved before C.C.
- 13. That the requirements of N.O.C. of (i) B.S.E.S.Ltd. Inspector of Facologies (iii) Director of Industries A.O.& C. K/East Ward (vi)P.C.O. K/East Ward (vii) S obtained and the requisitions if any will not be before occupation off./8.C.C.
- 14. That the qualified/registered site supervised tect/structural engineer will not be appointed bering appli C.L.
- 15. That the extra water and sowerages charges will m to A.E.M.W.K. East ward before C.C.
- That the development charges as per M.R.T.P. (amendment) act. 1972 will not be paid.
- 17. That the R.U/T. in prescribed proforms agreeing to demolish the excess area if constructed beyond permissible FST Shall not be submitted before asking for C.C.
- 18. That the N.O.C. from Ex. Engineer (S.W.D.) F&D. Failum items will not be submitted before asking for C.C.
- 19. That the requisite premium as intimated will not be paid before applying for C.C.
- 20. That the R.U.T. shall not be submitted for payment of difference in premium paid and calculated as per revised land cates.

- Dad

Ex: Engineer Bidg: Proposal [Mail:

H and K - Wards

Mun'cical Office B. K. Part

Sanda (Viert), . up-tal-404 ats

No. CE/3248/WS/AK of

6 APR 2003

21. That the soil investigation will not be done and report will not be submitted with structural design.

That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.

- 23. That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible builtup area, builtup area approved, number of floors etc.
- 24. That the regulation No.45 and 46 of D.C.Reg.1991 shall not be Complied with for not misusing of the part/pocket terraces shou not 25. That the RUT for not misusing of the part/pocket terraces shou not 25. That the RUT for not misusing of the part/pocket terraces shou not 25. That the RUT for not misusing of the part/pocket terraces should not 25. That the RUT for not misusing of the part/pocket terraces should not 25. That the RUT for not misusing of the part/pocket terraces should not 25. That the RUT for not misusing of the part/pocket terraces should not 25. That the RUT for not misusing of the part/pocket terraces should not 25. That the RUT for not misusing of the part/pocket terraces should not 25. That the RUT for not misusing of the part/pocket terraces should not 25. That the RUT for not 25. T
- 1. That the notice in the form of appendix XVII of D.C.R. shall not be submitted on completion of plinth.
- 2. That h.O.C. from Civil Aviation department will not L for the proposed height of the building.
- 3. That the requirement of N.O.C. from C.A., U.L.C.& 🕰 be complied with before starting the work above plint
- C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.
- 1. That the conditions mentioned in the clear No.C/ULC/S(i)/SR-XVII-532/D-XIII-1978 Dt. 13.7.2001 of the ed. wash Competent Authority under U.L.(C.&R.) Act, 1976 will not 😿 wich.
- 2. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, B.H. tank etc. for Mursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 3. That some of drains will not be laid internally with C.I. pipes.
- 4. That the dust bin will not be provided as per C.E.'s circu No.CE/9297/II dated 25.5.1978.
- 5. That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C...

Dead

Ex; Engineer Bidg, Propagal (Ward)
H and K - Wards
Hunicipal Office B. K. Patter Para
Jandra (West), Fumbal 100,050

No. CE/3248/WS/AK of

- 6. That the existing well will not be covered with R.C.C. slab.
- 7. That the 10' wide paved pathway upto staircase will not be provided.
- 8. That the surrounding open spaces, parking spaces and terrace will not be kept open and upbuilt 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.
- 9. That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before 0.C.C./B.C.C.
- 10. That the carriage entrance will not be provided before starting the work.
- 11. That the parking spaces will not be provided as per D.C.R.No.36.
- 12. That B.C.C.will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of its payment.
- 13. That every part of the building constructed and more proper larly overhead water tank will not be provided with proper access for the staff of Insecticide Officerwith a proper temporary but safe and ctable ladder.
- 13. That the owner/developer will not hand over the transport to the prospective buyer before obtaining occupation permitter.
- 15. That the letter box of appropriate size shall not provided for all the tenements, at the ground floor.
- is. That the infrastructural works such as construction of handholes/panholes, ducts for underground cables, concealed wrring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
- 17. That the regulation No.45 and 46 of D.C.Reg.1991 shall not be complied with.
- 18. That the necessary arrangement of borewell shall not be made/provided and necessary certificate to that effect from the competent authority shall not be obtained before C.C.
- 19. That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 Sq.Mts.

Don

Ex. Engineer Sidg. Tropesal [W. S. H and K - Wards

Municipal Office. R. R. Patter Many

Rendra (West), + umbai-400038, 0 20

No. CE/3248/WS/AK of

M6 APR 2003

20. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Bolid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.

- 21. That the Structural stability oft, from Structural Engineer shall not be submitted.
- 22. That the lift completion off, from Lift Inspector shall not be submitted.
- 23. That the drainage completion certificate shall not be submitted.
- 24. That the Industrial waste disposal system shall not be pro-

D) CONDITIONS TO BE COMPLIED WITH REFORE B.C.C.:-

1. That the cft. u/s.270-A of the B.M.C.Act will not be obtaine from H.E.'s department regarding adequacy of water config. Ref.

F:\WS\OFFICE\IOD\B248AK

(W.S.) KIEAST WEST ARDS.

No. EB/CE/ 32.48 /BS WS /A/le

NOTES

(1) The work should not be started unless objections 1 to 2 fare complied with

(2) A certified set of latest approved plans shall be displyed on site at the time of commencement the work and during the progress of the construction work.

(3) Temporary permission on payment of deposite should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.

(4) Temporary sanitary accommodation on full flusing system with necessary drainage arrangement should be provided on site for workers, before starting the work.

(5) Water connection for constructional gurposes will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposite for the construction of carriage entrance, over the read side drain.

days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municial tap water has been consumed on the construction works and bills preferred against them accordingly.

(7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be déposited over footpaths or public street by the cwner/architect/their contractors, etc, without obtaining prior permission from the Ward Officer of the area.

(8) The work should not be started unless the manner in obviating all the objection is approved by this department.

(9) No work should be started unless the structural design is apporved.

(10) The work above plinth should not be started before the same is shown to this of the Engineer concerned and acknowledgement actiained from him regarding correctness of the open spaces and dimension.

(11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to basider alternative site to avoid the excavation of the road an foothpath.

(12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.

(13) No Building/Drainage Completion Certificate' will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.

(14) Recreation ground or amenity open space should be developed before submission of building Completion Certificate.

(15) The aces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submitton of the Building Completion Certificate.

(16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.

(17) The surrounding open spaces around the building should be consolidated in Goncrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.

(13) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from abjoining bolding before starting the work to prove the owner's holding.

(19) No work should be started unless the existing structures proposed to be demolished are demolished.

- 120) This Instinution of Disapproval is given exclusively for the purposes of enabling course proceed further with the arrangements of obtaining No Objection Certifiate from the Housing Commissioner under Section 12(h) (H) of the Rent Act and in the event of your proceeding with the work either without an inimation about commencing the work under Section 347 (1) (42) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:—
 - (1) Specific plans in respect of eviciting or rehousing the existing tenants on your stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly proved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In ease of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In ease of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the overshead storage work above the finished level of the terrace shall not be more than I metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained
- (26) It is be understood that the foundations must be excavated down to hard soil
- (27) The positions of the nahanis and other appurtenances in the building should as agranged as not to necessitate the laying of drains inside the building
- (28) The water arragement must be carried out in strict accordance with the Municipal requirements
- (29) No now well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumba, as equived in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mostly areoff covers made of wrought iron plates or hinges. The manholes of all jisterns shall be writed with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lockand the warning pripes of the ribbet prefessed with screw or dome shape pieces (like a gardon mail rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter. The eistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken by ties should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as rquired by Bye-law No. 5 (b).
 - (b) Lintels or Arches should be provided over Door and Window opening.
 - (c) The drains-should be laid as require under Section 234-1 (a).
 - (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed aditional is intended to be carried out on old foundations and sturctures, you will do so at your own risk.

COPY TO-ARCHITECT OWNER

Executive Engineer, Building Proposals

Yones KIP Wards.

Mur cital Carrier, R. K. Patker BMPP-1649-200_ 10 000 . n -MUNICIPAL CORPORATION OF GREATER TOMPAGE SOLUTION OF GREATER FJRM 'A' MATIA RASIOTRA REGIONAL AND TOWN PLANNING ACT, 1966
This LO. D. / C.C. is issued subject No: CE/3 & YERSILWS/AA/AK of te the provision of Urban Land COMMENCEMENT CERTIFICATE pelling and Regulation:Act. 1976 2. Newfort Engineering corps. Sir. With reference to your application No. 5/2/ dated 15/0//2807 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Proposition Act 1888 to erect a building.

To the development work of Proposition Act 1888 to erect a building.

To the development work of Proposition Act 1888 to erect a building. at premises at Street MOSIA COCOSS RD village MOSIA plot
No. situated at OMONESS (E) Ward KIEOOL. 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 there of shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted. 3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue. 4. This permission does not entitle you to develop land which does not vest in you. 5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsecquent application that such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the such lapse shall not bar any subsecquent application to the subsecquent a permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966. This Certificate is liable to be revoked by the Municipal Commissioner for Great Mombali if: (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans (b) Any of the conditions subject to which the same is granted or any of the respections imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

(c) The Municipal Commissioner of Greater Mumbai is satisfied that the same trobuned by the applicant through fraud or misrepresentation and the applicant and every person terriving 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. 7. 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. Y. GHATE Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act. 1 5 APR 2008 This CC is valid upto...... This Commencement certificate is to For and on behalf of Local Authority sarrying out the work upto Plinth only, The Municipal Corporation of Greater Mumbai Ex-Assistant Eng. Building Proposals (Western Subs.) 'H & KAWest' 'K/East & P'AWards' MUNICIPAL CORPORATION OF GREATER MUMICAL

Taild up to 15/4/2008

F.E.B. P.(W.S.) K/EUST WHIT!

alid up to 15/4/2003

17 MAY 2008

CF/8248 TEXT AX OLD Grot top of 2nd of # Long +0H7/18

Justiner C. C. Is now extended as per ornunded for super 16:53 mil At 20 provide polars 2 to 21/01/2008

E. E. B. P. W.S. K/Enst Ward

ATOLA. RANA 'ARCHITECT



ANNEXTURE: C

Vinod N. Singh

B.Sc. L.L.B.

ADVOCATE HIGH COURT

Mumbai Office: Jyoti Grain Stores, Chheda Sadan, J.T. Road, Churchgate, Mumbai – 400 020.

Residence & Office: 35/408, Chhatrapati Shivaji Raje Complex, Ekta Nagar, Malwani, Malad, Mumbai. 67-

TITLE CERTIFICATE

Sub:- All that Pieces and parcels of land together with dwelling houses and the structures standing thereon situate, lying and being—at Mogra Andheri bearing Survey No. 56, Hissa No. 1 (Part) and Survey No. 55, Hissa No. 3 (part) and bearing Corresponding C.T.S. Nos. 103, 103 1 to 10, admeasuring 1845 square meters or thereabouts, in the Village Mogra, Taluka Andheri, in the Registration Sub-district of Mumbai Suburban District and bearing Municipal "K" Ward No. 3147, Street No. 31 (A) (a).

I have perused the following documents.

Harakhchand & Company. Advocates and Solidtors, in respect of the above subject property.

2. Power of Attorney dated 16th October, 1981, executed the Owner, in favour of Shri Mahendra Pitamber Doshi and Shri Damji Premji Vora being the partners of M/s. D.P. Construction Company, in respect of the above subject property.

Order bearing No. ULC/B-157/2000-1-2/B-50593, dated 5th October, 2001, issued by Director of Industries having

irenth

office at New Administrative Building, Opp. Manyalaval

4. Power of Attorney dated 28th April, 2005 executed by Shri Mahendra Pitamber Doshi and Shri Damji Premji Vora both as partners of M/s. D.P. Construction Company and also as the Power of Attorney holder of Shri Bhogibhai Halukchand Shah, (hereinafter referred to as "the Owner"), in respect of the above subject property in favour of Shri Nikhil D. Samani.

Knyb

- 5. Partnership Deed dated 1st July, 2006 of M/s. Ashtvinayak Enterprise.
- Development Agreement dated 15th September, 2007 this registered with the Sub-registrar of Assurances, under No. BDR-1/8889/2007, on 27th September, 2007 executed by M/s. D.P. Construction Company through its partners as Developers and M/s Ashtavinayak Enterprise as developers.
- 7. Registered Power of Attorney dated 27th September,2008 executed by the partners of M/s. D. P. Construction in

favour of partners of M/s. Ashtvinayak Enterprise, Nikhil D. Samani and Mr. Vinay Naresh Jain, in respect of of above subject property.

- 8. I have also caused to have taken the search of the above subject property at Mumbai Sub-registrar office from 1963 to 2008 and Bandra Sub-registrar Office from 1968 to 2000 and Bandra Sub-registrar Office Nos. 1 to 4 (computer) from 2002 to 2008.
- 9. M/s. A. V. Jain Associates, Advocates High Court, have also caused to publish the public notices in the three daily news papers all published on 16th February, 2008 and they have stated in their letter dated 12th June, 2008 the they have not received any claim or objection.
- 10. Property Registered Card issued on 4th March, 2008

This is to Certify that I am of the opinion that the title of Bh. Manager Malukhchand Shah to the above subject property was marketable and free from all encumbrances and he was entitled to develop the same or to assign the development rights in favour of the said M/s. D.P.

Kamp

661-8/ 8/0/86

Construction Company and the said M/s. D.P. Construction Company

are entitled to grant sub-development right in respect of the above subject property in favour of M/s. Ashtavinayak Enterprise and M/s. Ashtavinayak Enterprise are entitled to the balance development work of the above subject property.

Mumbai dated this 24th day of June, 2008

Yours faithfully

(Vinod Singh)

Advocate, High Court



ANNEXTURE: D

मालमत्ता पत्रक

त्थांगे गांजे --मोगरा नालुका/नः भुःमान्नः ः नःभूःअःअंघेरी शिट गर्बर नगर भूमः म प्लाट नबर Ŕ धीरप्रमिधकरर । र्धा.मी. %.**गोल** 11553 [\$.¥¥\$\$] [28.055 :3.5] 15.00.2 [०१/०३/१९५२ते३१/०७/१९७१] --१७३.६ न.भू.क.१०३व घी 🕐 [१५१.५८] नवीन गिळकत र.रु. २३४.८० ०१/०८/१९७१पासून वार्बिक पत्रिका उध्रडलेने क्षेत्र कमी [ता. २७/११/१९६२] केलं. [सि.स.न.१०३/१त १० पर्यत]

2. 245/427

ाज रक्षा पुत्र प्रारम् स्या १५६४

[मससं बेनफोर्ट इंजिनिअरींग कॉर्पऐशनयं भागरार]

740E.4

(१) श्री. भागीयाई मुलचंद शहा) (य २) भी.महेट रसीकलाल कामदार)

[खंग्दीनं ..स.५०,०००/-सा. २४ ७८/११६३]

१) श्री. इंट्रलाल वालजी

श्री. दामोदर गोपाळजी कडून

मधरण ग्रेड्ड अमाज र्नोबन घारक (घा) साक्षाफेल पट्टेशर (प) किया भार (घा)

राजिसम्बद्धाः एव

अंभ भाग

36 13.42

मा अपर उर्जनिल्साधिकारी मुंबई उपनार अधेरी यामे कांडिल आदेशाह, ADC/LNDC-१९६७ ि ३१-१२ १९७१ नुग्यर सुगारीन विनशतो आकार मा २६४८० राष्ट्रल केंग्यायांत सि या.में १०३/१त१० सामील

धाः भौतम् राह्य याचा अर्थे हि. २००२/१९७६ व आदेशक्षः = भू.मांगरा १०३ हि. १४/७६/१९७३नुमार

शताल दुरार से केली साम् अध्या श्रेणाच्या आदेश

तः १६।०९ त**्रक्ष भन्यते गर्छ याये** नार कार्यः

त वृ अ छ। राषाया धार्तका २०१५ ५६ ४ १५५ र अञ्ची कृष्णती वाली

ण कायानक क्षतील भावश कर न भू मोगरा म. मृ क.१०० प्रणयाम क्षर १९७६ सुंदर वि १९ ५९ १९९६ अव्यये च. अभ्यक्षय भूमी अभिष्येख पृ.तप.जिल्हा यांचे काइल पत्र क्ष. त.भू. ४८५.५, मोगरा/व.मू. क्ष. १०३/९६ पृषरे वि. ११-०९ १९९६ ये अनुवेगाने वि.१५/०५ १९७५

र्ग नॉटिस कार्यातर मंज्ये दिल्या यायतची तीट धेनर्ली

ત પ્.કા.ઇવ ૪ વધારે

भागिदार श्री महेंद्र. रसीकरनाम कामदार यांचे नान कमी केले.

(H) पुक्रीचे नाव प्रातस्थाने एकम्स केल पंचरी स्टू फोर्ट डॉजिनिआगा क्रमीन्कान ग्रामक ा भौगिभाई मुख्येट शहर

યક્ષે -જ હિલ્દુ ફેરફ દ ગામ, મધ્ય કમેલ્ટ્ર

πá.

ากก่า

43

25.37.77.44

\$ 12 76 5 1 11 St

26 35 65 55

व.भू.अ.स. ४ भूगः

2016/06/32

मालमत्ताः पत्रक

<u>8461-81</u>

त्भाग/मीजे --.मोगरा नालुका/न.भु.माःकाः — न.भू.अ.अंधेरी मुंबई र ंगा भूषाति रिशर नगर , धारणाधिवगर प्लाट नवंर क्षंत्र चां.मो. शासनाना दिलल्या आकारणाचा किया पाङ्गाणा ्रामंदः तपरांत्र आणि त्याच्या पंतर तपाराणींगी निथन वज्र । **₹03.3**1 हेनांक व्यवहार र्नावनं धारक (धा) साक्षाकंत पट्टेदार (प) किया भार (भा) \$6/02/2004 सहाय्यक अधियंता (मेन्टनंस) के विभाग 28.8.04 यांचे कडील पत्र क्र.ACKE/२७/७३/AE/(M) III वाषु अ.अधंन दिनांके २५/११/०४ व इकडील मो.र.न.क./प-१२१ "रि.३/१/०५ .इकडील आदेश.ऋ न.भू./मांगरा /रोटवॅक/ /न.प्.१०३,१०३/१ ते १० दिनांक.१४/२/०५ अन्त्यये न.प्.क.१०३ क्षेत्र १६८०.१ चौ.मी. मधून सेटबंक ररत्याची क्षेत्र १७३.६ची.मी कमी करून १५०६.५ ची. पीटर क्षेत्र कायम केले.व संटर्बेक क्षेत्राची नविन पिळकत गर्वाका १०३व ची उघडलेने क्षेत्र कमी करून व न.भृ.क.१०३ला १०३अ असा शेज बदल केला आहे. तसंग् न.भृ.क.१०३/१ ते १० ला १०३अ/ १ ते १०असा राज बदल केला. न.भू.अ.अंधेरो भागगात् कारणाम् -खरी नवकल -मुंब्रइं उपनगर जि बुगर भूगका विविद्यारी अंधेरी 7

मालमत्ता पत्रक

30% 1 U2

रहाव्यक आभ्यता (मन्तर) के विभाग यांच रहांन पर का.ACK/२०/७३/AECM) III श्रितंका १८/१०/७४ व मो.र कथ-१२१ है. अ/०० व इक्तर्डाल आरंश क.न. प्राचित्रार/सेटकंक पांचणी (न.पू.क १०३६ ७३ रे ते १०० २००० अन्ययं न प्रकृत १०० व मां १०३.६ ची.पी.क्षेत्राची संदर्धक रत्याची संदर्धक रत्याची संदर्धक रत्याची संदर्धक रत्याची संदर्धक रत्याची संदर्धक रत्याची प्रकृत करून सन्ना प्रकृत "क्ष" दाखल केला. प्राचित्र विभाव स्वाप्त (क्ष्म प्राचित्र) प्रकृत प्रचार (क्ष्म प्राचित्र) प्रकृत प्रचार (क्ष्म प्राचित्र) प्रकृत प्रचार (क्ष्म प्रचार (क्ष्म प्रचार (क्ष्म प्रचार (क्ष्म प्रचार (क्षम प्रचार (क्ष्म प्रचार (क्ष्म प्रचार (क्ष्म प्रचार (क्ष्म प्रचार (क्ष्म प्रचार (क्ष्म प्रचार (क्षम प्रचार (स्त प्राप्त (भा) स्त (भा) स्त (भ) नित्व भार (भा) प्राप्त पालीका त भू अ अंधरा मुंबई उपनगर जिल्हा
शिक्ष प्रकार प्रकार विशेष विशेष प्रकार विशेष प्रकार प्रकार प्रकार प्रकार प्रकार प्रकार प्रकार विशेष प्रकार विशेष प्रकार विशेष प्रकार प	न्दर (श) किया भार (भा) महानगर पालीका व. भू. आ. अंधेरी मुंबई उपनगर जिल्हा
विवर्णभवारे अहा प्राप्त प्राप्त क्षेत्र कष्ट क्षेत्र क्षेत्र कष्ट कष्ट क्षेत्र कष्ट क्षेत्र कष्ट कष्ट कष्ट क्षेत्र कष्ट कष्ट कष्ट कष्ट कष्ट कष्ट कष्ट क्षेत्र कष्ट कष्ट कष्ट कष्ट कष्ट कष्ट क्षेत्र कष्ट कष्ट कष्ट क्षेत्र क्षेत्र क्षेत्र क्षेत्र क्षेत्र कष्ट कष्ट कष्ट कष्ट कष्ट कष्ट कष्ट कष्ट	न्दर (श) किया भार (भा) पद्मार पालीका है। व. भू. आ. अंधरी मुंबई उपनगर जिल्हा
स्तरण पूर्व प्राप्त हैं । स्वर्ण के स्वर्ण के स्वर्ण प्राप्त के स्वर्ण	न्तर (श) किया भार (भा) प्राप्त पालीका के प्राप्
प्रश्ना प्रदेश के का प्रश्ना	न्तर (श) किया भार (भा) प्राप्त पालीका व. भू. अ. अधेरा मुंबई उपनगर जिल्हा
प्रश्ना क्षेत्र क्षेत	न्तर (श) किया भार (भा) प्राप्त पालीका व. भू. अ. अधेरा मुंबई उपनगर जिल्हा
प्रश्ना प्रश्	न्तर (श) वित्वा भार (भा) पहानगर पालीका व. भू. अ. अधेरा मृजद उपनगर जिल्हा
प्रशास के क्षेत्र क्ष्मके किया वाक (भा) माशाकन प्रशास के किया वाक (भा) प्रशासन के किया वाक (भा) प्रशासन के किया वाक (भा) प्रशास के कि	न्तर (श) वित्वा भार (भा) पहानगर पालीका व. भू. अ. अधेरा मृजद उपनगर जिल्हा
प्रशास के क्षेत्र क्ष	न्तर (श) वित्वा भार (भा) पहानगर पालीका व. भू. अ. अधेरा मृजद उपनगर जिल्हा
शहर प्रसंध के विभाग यांच (मि) शहर प्रसंध के विभाग यांच (मि) शहर प्रसंध के विभाग यांच (मि) प्रसंप (शे किया भार (भा)) शहर प्रसंध के कहील पर का. ACK/२७/५७ AEC(M) III व्रह्म प्रसंध न्यान (प्रसंध के प्रसंध के प	न्तर (श) वित्वा भार (भा) पहानगर पालीका व. भू. अ. अधेरा मृजद उपनगर जिल्हा
पहुंचर (क) किया गर (का) रहाव्यक ऑपयंता (मेन्टनंस) के विभाग यांचे सहीत पर का ACK/२७/७५/АЁС(M) III हिनांक प्र-१९४४ व मां,र नच-१२१ हि.अ/४०५ व इकड़ील भरित का मां,र नच-१२१ हि.अ/४०५ व इकड़ील स्वायो संवय मां,र नच-१२१ हि.अ/४०५ व इकड़ील स्वायो संवय मां,र नच-१२१ हि.अ/४०५ व इकड़ील संवय मां,र नच-१२११ हि.अ/४० व संवय मां,र नच-१२११ हि.अ/४० व संवय मां,र नच-१२११ हि.अ/४० व	न्तर (श) वित्वा भार (भा) पहानगर पालीका व. भू. अ. अधेरा मृजद उपनगर जिल्हा
शहायक आपयात (सन्देश) के विभाग याव कहीन पर का. ACK १२०/६३ / AEC(M) III हितांक प्याप्त प्राप्त का. Ack १२०/६३ / विभाग (स्वाप्त का. Ack १३००) का. मुंचां प्राप्त के प्राप्त का. Ack १३००) का. मुंचां प्राप्त का. Ack १३००) का. मुंचां प्राप्त का. Ack १३००) का. मुंचां प्राप्त का. Ack १३००) का. Ack १	न. भू. अ. अंधेरा मुंबई उपनगर जिल्हा
प्रसार प्राप्त करावा कराव कराव कराव कराव कराव कराव करा	मुंबई उपनगर जिल्हा विकास
परकल तयार के शिक्षी का शिक्षा का शि	वारी नम्बल
महत्व ह्यार । जिल्ला प्राप्त । जिल्ला ह्या जिल्ला । जिल्ला ह्या जिल्ला ह्या निर्माल	नि नम्बल
महत्रक हरागरत। विशे निकाल	नित्र नक्तल एप्यूप्प
ON THE SECTION OF THE PERSON O	engin
	*11
भूगर मृत्या के किया है। हो	The state of the s

ANNEXTURE : E

No. ULC/B-157/2001-2002/ B-S Directorate of Industries, New Administrative Building Opp. Mantralaya, Mumbai - 32. 0 9

32000

Date: \$5 OCT 2001

Sub:- Exemption under section 20(1) of the ULC Act,

1976 for self industrial use

Withdrawal and cancellation of Exemption Order issued in favour of M/s. Beaufort Engineering Corporation,

Prop. Md; B.M.Shah, Mumbai.

Ref:- 1. This office Exemption Order No. ULC/B-157/ IC/GAD/1996, dated 17.6.1978.

 Order under section 8(4) No.C/ULC/6(i)/ SR-XVII-532/ D-XIIII-1978, dated 13.7.2001 issued by the Dy. Collector and Competent Authority (ULC-II), Gr. Mumbai Urban Agglomeration, Mumbai.

 Letter dated 16.7.2001 received from Shri M.P. Doshi, C.A. to land holder Company.

PREAMBLE:

Land admeasuring 1845.00 sq.mtrs. held by M/s. Beaufort Engineering (Prop. Shri B.M.Shah) Mumbar at S.No.56, H.No.1 pr, S.No.55, H.No.3 (C. 1850), 103-103/1 to 10; Mogra Andbeci, M.S.D. in industrial zone had been considered for company under section 20(1) of the ULC Act 1976 for self-industrial use of the real holder Company by Exemption Order dated 17.6.1978 referred to at Sr.No.1 above. The details of excess vacant land exempted out of the said property by Order dated 17.6.1978 re given in the Schedule to the Exemption Order.

2. Shri M.P. Doshi, C.A. to lånd holder Company has approached this office for withdrawal and cancellation of the Exemption Order dated 17.6.1978 on the ground that the Dy. Collector and Competent Authority (ULC-II), Gr. Mumbai Urban Agglomeration. Mumbai has given decision, vide his Order under section 8(4) dated 13.7.2001 referred to at Sr. No. 2 above, that the land holder do not hold any surplus vacant land at C.T.S. No. 103, 103/1 to 10, Mogra, Andheri, M.S.D. and hence the provisions of Chapter III of the ULC. Act 1976 are not applicable to the above land.

3. In view of the above decision of the Dy. Collector and Competent Authority (ULC-II), Gr. Mumbai Urban Agglomeration, Mumbai it has become necessary to withdraw and cancel the Exemption Order dated 17.6.1978 referred to above. Hence the following Order:

ORDER

3080 R8

The Exemption Order dated 17.6.1978 issued under section 20(1) of the ULC Act 1976 referred to at Sr.No.1 above, is hereby revoked and cancelled at the request of the applicant considering the decision given by the Dy. Collector and Competent Authority (ULC-II), Gr. Mumbai Urban Agglomeration, Mumbai vide his Order dated 13.7.2001 under section 8(4) of the ULC Act, 1976 referred to at Sr.No.2 above, that the land holder Company M/s. Beaufort Engineering Corporation, do not hold any surplus vacant land at C.T.S. No. 103, 103/1 to 10, Mogra, Andheri, M.S.D. and therefore the provisions of Chapter III of the ULC Act 1976 are not applicable.

By Order and in the name of the Governor of Maharashtra.

(A.M.Khan)

elelopment Commissioner (Ind.) & Officio Secretary to Government Orban Development Department.

To, 8hri Bhogilal Mulchand Shah, (Prop. M/s. Beaufort Engineering Corporation, C/o. D.P. Construction, 109, Paagrav, 57, S.V. Road, Goregaon (W), Mumbai- 400 062.



ANNEXTURE: F

बद्र-४/

THE COSMOS CO-OPERATIVE BANK LTD., PUNE Vame & Address of Stamp duty paying party 00=00 10=00 FRANKING DEPOSIT SLIP Branch : VIE CALIE (*) Date : 3) Customer Copy ASMTAVINAZAK SCHPNALOK Ę. Š ä Service Charges Franking Sr. No. Franking Value cash for Fran Tran ID Pay to:

JUNE ARTICLES OF AGREEMENT made at Mumbai, this 11th April, 200% Between D. P. CONSTRUCTION Co., a partnership registered under the Indian partnership Act, 1932 and having its office at 111, PAGRAV, S. V. Road, Goregaon (West), Mumbai - 400 064, hereinafter referred to as "the Firm" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the same firm, survivor or survivors of them and the legal heirs, executors and administrators of last such survivor) of the FIRST PART. M/S. ASHTAVINAYAK ENTERPRISE, a partnership firm, registered under the Indian partnership Act, 1932 and having its office at G-3/A, Swapnalok Apartment, Mozi I.ane, Near Rajat Book Mfg. Co., Andheri (East), Mumbai - 400 06 hereinafter referred to as "the Builder" (Which expression unless is book

D-5/6TP[V]/C.R.1004/06/200

33977 Admissive HEISTON 31 2007

700/-PB5112 180 LEG

4**दर**-8/

repugnant to the context or meaning thereof be deemed to mean and inclided heirs, executors, administrators and assigns) of the SECOND PART AND MADHU INDUSTRIAL PREMISES CO-OP. SOCIETY LTD., registered under Maharashtra Co-operative Society Act, under Registration

No. NOM / (W) (E) / GTNL / (O) / 667 / 1990 having its office at

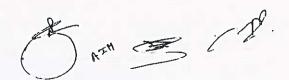
Mogra villago, Andheri (East)

Andheri (East), Mumbai – 400 069, hereinafter referred to as "the society" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors and assigns) of the THIRD PART.

WHEREAS:-

- one Bhogilal Malukchand Shah (since deceased-hereinafter referred to as "the said Bhogilal was the proprietor or Messas."

 Beaufort Engineering Corporation and was seized and sufficiently entitled to all that piece or parcel or land or ground fying, being and situate at Village Mogra, Taluka Andheri, in the Registration District and Sub District Mumbai City and Mumba Suburban and bearing Survey No. 56, Hissa No. 1 (Part), Survey No. 3 (Part) and bearing city Survey No. 103 and 103/1 to 10 and admeasuring 1845 square meters, hereinafter referred to as 'the said property' and more particularly described in the schedule hereunder written.
- By Development Agreement dated 16th October, 1981 and made and entered into between the said Bhogilal of the one Part, the said firm therein referred to as "the Developer" of the other part, the said Bhogilal agreed to allow the firm to develop and the Firm agreed to develop the said property.



GU 1910

- The Firm constructed Industrial Building on a portion of the said property kept iron bars to connect the new constructed building i.e. keeping provision for the extension to the constructed industrial building consisting of ground and two upper floors and sold the tenements therein to prospective purchasers on what is known as ownership basis.
- The purchasers of tenements in the said building formed Co-Operative Society Known as Madhu Industrial Premises Co-op. Housing Society being the Society and got the same registered under the provisions of the Maharashtra Co-operative Society Act, 1960 under Registration No. NOM/(W) / (E) / GTNL / (O) / 667 / 1990-91.
- December, 2005 leaving behind his widow shit. Madhakanta Bhogilal Shah (Jobaliya) and as his heirs and legal representatives as per the Law by which he was governed at the time of his death.
- Under the Development Control Rules of the Municipal Corporation of Greater Mumbai, further construction is permissible by consuming balance F.S.I, (Floor Space Index) of the said plot and additional Areas as and by way of T.D.R. (Transfer of Development Right) by purchasing D.R.C.(Development Rights Certificate) from open market and consume the same on the said property as the Recipient plot.



entered into between the Firm and the Builder, the Firm in its turn agreed to allow the Builder to develop and the Builder has agreed to develop the said property by consuming the balance F.S.I. as per the approved plot by MMC available on the said plot and additional Areas as and by way of T.D.R. by purchasing D.R.C. from open market, on the terms and conditions therein contained.

since the building known as Madhu Industrial Estate is completed and occupied by the purchasers of the respective tenements - who are members of the society, further construction is to be carried out as horizontal extension touching the said building and the society has agreed to allow the builder to construct additional area under section 7A of Maharashtra Ownership Flat Act (MOFA) allows to the existing Building Industrial Estate and construct the Society to enroll the purchasers of tenements in the new building as member of the society.

The Society has given its consent to the Builder carry and construction as aforesaid by constructing a building extending one existing building and agreed to admit the purchasers of tenements comprised in the said extended Building as members of the Society by paying Rs.25,000/-(Rupees Twenty five Thousand Only) as additional consideration and on payment of share money for issuing to each of them 5 shares of Rs. 50/- each and admission fee of Rs. 10/-.

The parties hereto desire to record the terms and conditions agreed upon by and between them and the same are as hereinafter appearing.

- 6) The Firm has represented that the aforesaid Agreement dated 16th October 1981 is valid, subsisting and binding and it has observed all the terms and conditions. The entire consideration payable to society as per clause 2 hereinabove shall be paid by the Builders only.
- The Society hereby confirms Builders rights through the Developers for the purpose of undertaking and completing the proposed work of construction and completion of the new building on the said property subject to the Developers and the Builders complying van observing and performing various terms and conditions and obligations contained hereunder.
- 8) The Society assures that all the members of the Society assured to extend their full co-operation to the Builders including curtailment of light, air and view to some of the existing premises and to tolerate reasonable inconvenience in use and enjoyment of their respective premise during the course of construction.
- 9) The Builders agree and covenant that besides the monetary consideration as provided in clause 4 above, they the Builders shall at their own costs:
 - a) Ensure that during the course of construction, the existing water supply to the existing building is not curtailed disrupted or discontinued.

961-8/U 60 2080

- b) Provide sufficient unobstructed access to the existing members to their respective premises in the existing building.
- c) Replace all old electricity wiring and any other fittings and fixtures which might get damaged due to construction activity during the course of construction with new writing, fittings and fixtures.
- d) Provided sufficient new water tanks to meet additional requirement due to increase in the premises.
- e) Carry out construction of the new building strictly according to sanctioned and approved plans and by strictly adhering to and complying with all prevailing D. C. Regulations, laws, rules and provision.
- f) Obtain sanction of Plans maximum within _____ months from the date of execution hereof and thereafter to complete construction of the proposed new building maximum within 24 months from grant of sanction, without any delay or stoppage in the work.
- g) Furnish application for membership from the purchased of new premises with share money, membership charge within the from completion of the building and possession.
- 10) The Society has represented that ultimately, the benefits derived by the Society under this Agreement belong to its members in proportion to their present holdings and therefore, at the instance of the society of aforesaid consideration of Rs. 5,00,000/- (Rupees Five Lack only.) shall be paid by the Builders.
- 11) In consideration of the Developers and Builders paying to the Society through its members the agreed monetary consideration as provided and observing and performing their other obligations contained in this agreement, the Society agrees that the Developers are, entirely at their



own costs and expenses, entitled to demolish the old existing structure on the Northern portion of the said property and to put up new building horizontally (in any case there will not be vertical extension on existing building) on the said portion of the balance F.S.I. available as per MCGM norms on the area of the said property and by loading on the said property outside TDR to the extent of (1520 sq. meter) available as per MCGM norms of proportionate area of plot.

ब्दर-8

- 12) The Builders shall at their own costs and expenses purchase the T.D.R. from the open market and get prepared and submitted and get approved the building plan for using the F.S.I. and/or F.S.I. by way of T.D.R. to the extent of available as per MCGM norms of proportionate area of plot and to construct additional new building on the said property and for that purpose the Builders shall be entitled to appoint Architects. Contractors, R.C.C. Consultants and other Professions as may from time to time be said construction including that of the Contractors, Consultants, material suppliers, workmen and other employees by the Builders for the purpose of carrying out and completing the proposed construction.
- 13) It is agreed that all the costs, charges and expenses without limitation of and incidental to obtaining the approval and sanction and of the proposed construction of new building, all costs of the preparation of the building plans, specifications, scrutiny fees, premium and all other payments and deposit to be made with the Municipal Corpn. Of Greater Mumbai or any other concerned Authority including all development charges, betterment charges and other dues as well as fees of the Architect, R.C.C. Consultants, etc, shall be borne and paid by the Builders alone. The Builders shall alone be liable and responsible for all liabilities and consequences arising out of any accident, mishap



injury or death caused to any workman person or persons during the course of development for payment of any wages, compensation and under the relevant labour laws. The Builders shall also be liable to take out appropriate insurance to pay premium for the same. The Builders agrees to indemnified and keep the Society and all its members including their, respective heirs, executors, administrators, successors, and assigns fully indemnified against all such costs and expenses agreed to be borne incurred and paid by the Builders.

बद्द-9

- 14) It is agreed that the society shall not be responsible for any acts or omission of the Developers and / or Builders and the Developers and Builders jointly and severally shall be responsible for all theirs acts, representations contracts, promises, assurances, and omission and for all the liabilities and obligations arising there from and/or in the matter of construction of the said new building on the said provides.
- 15) The Society or its members shall not in any vay be hable or responsible for the completion of the construction and all the incidental and consequential risks and liabilities which will be that of the Builders alone.
- 16) The Society shall not be liable to any purchaser or any purchaser or any third party for any refund, claim, loss or damage for acts of omission or commission on the part of the Developers and / or Builders.
- 17) All labourers, employees, and contractors employed by the Builders shall be the employees/agents of the Builders and the Developers shall solely be responsible for their dues and liabilities arising out of Builders dealing with them for the proposed construction which may be undertaken by the Builders as well as for safe keeping of the building



materials stored or to be stored by the Builders for the constructhe said property.

- Syu & 2 ruction on
- 18) The Builder is entitle to put up temporary structure in a portion of the property for temporary occupation of the workers and labourers during the course of construction work.
- 19) There will be open space as per MCGM norms and after completion of building all the member will use open space for the parking. Not a single a new purchaser of unit will be allotted a parking space as well as existing society will not allote parking space to any existing members. Open space in the compound will be common to all the members for parking of vehicle in the future.
- at the existing rates and assessment of property taxes of the xisting building and the new building will be separate and purchasers of premises in the new building, on becoming members of the Society shall be required to bear and pay their respective share a property taxe at the rates applicable to the new building.
- 21) After completion of building, there will be two terraces: One will be in old structure and another will be top of new structure. Both the terraces will be commonly used by all the members.
- 22) After completion of building, if any unsold units are left, the builder is liable to pay Municipal Tax and General Maintenance till the same is sold.



ददर-१/ <u>८५५ | ६४</u> इसे. १०

- 23) The Builder will conveyed the said property to the society with existing as well as new building on the said property within 4 months from the date of Occupation Certificate of a building subject to co-operation of society.
- 24) The builder shall be responsible for all theirs acts, representations contracts, promises, assurances, and omission and for all the liabilities and obligations arising therefrom during the construction period and Builder also indemnified any sort of damages occurred to existing building or members.

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

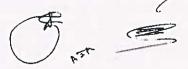
ALL THAT the piece of land containing admeasurements admeasuring 1845 sq. mtrs. C.S.T. 103 and 103/2 (2010 to refer with Chawl known as 'Madhu Kunj' of village Mogra in the Registration District and sub-district of Mumbai City and Munici Suburban situate at Mogra. Andheri (East), Mumbai – 400 069. bounded to flows

On or towards the East: by Nala and beyond that by land bearing C.T.S. No. 102

On or towards the West: by Road known as Mogra Village Road

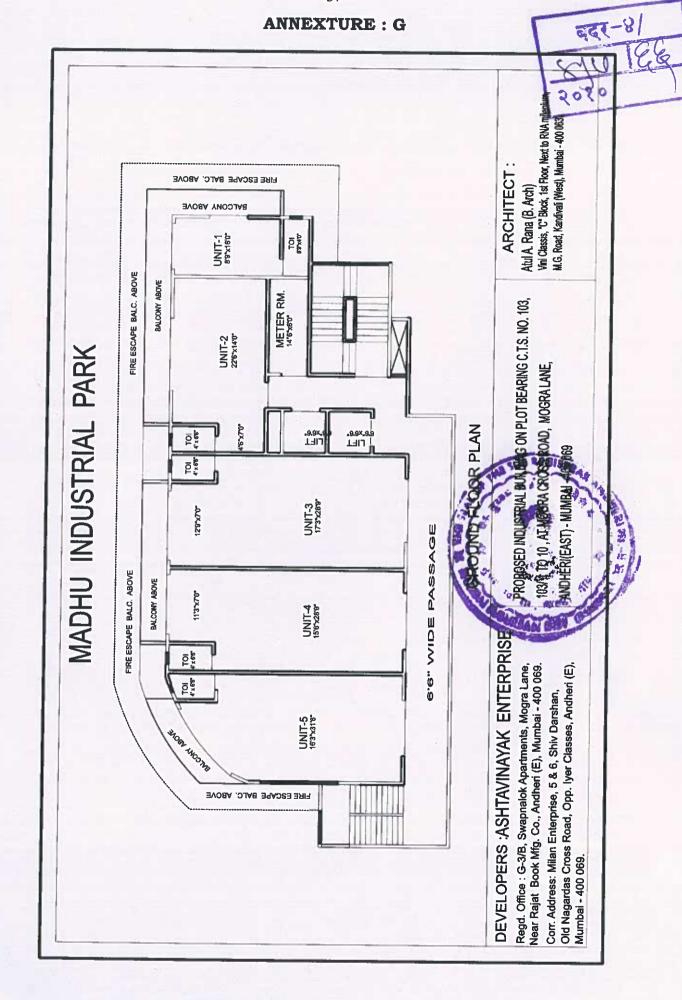
On or towards the North: Partly by land bearing C.T.S. No.101 and partly by land bearing C.T.S. No.95

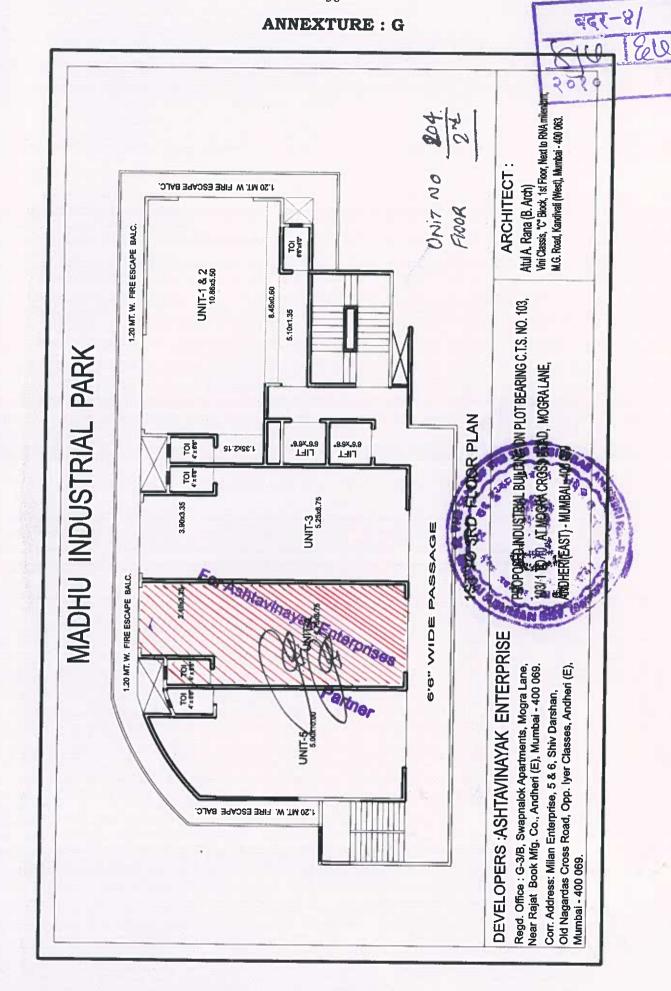
On or towards the South: by land bearing C. T.S.No.104

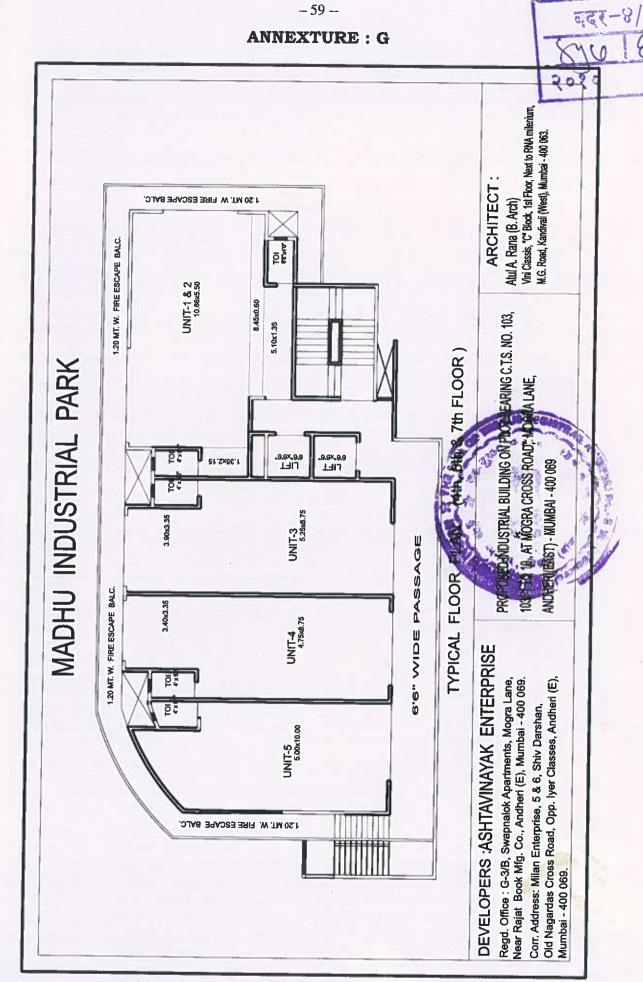


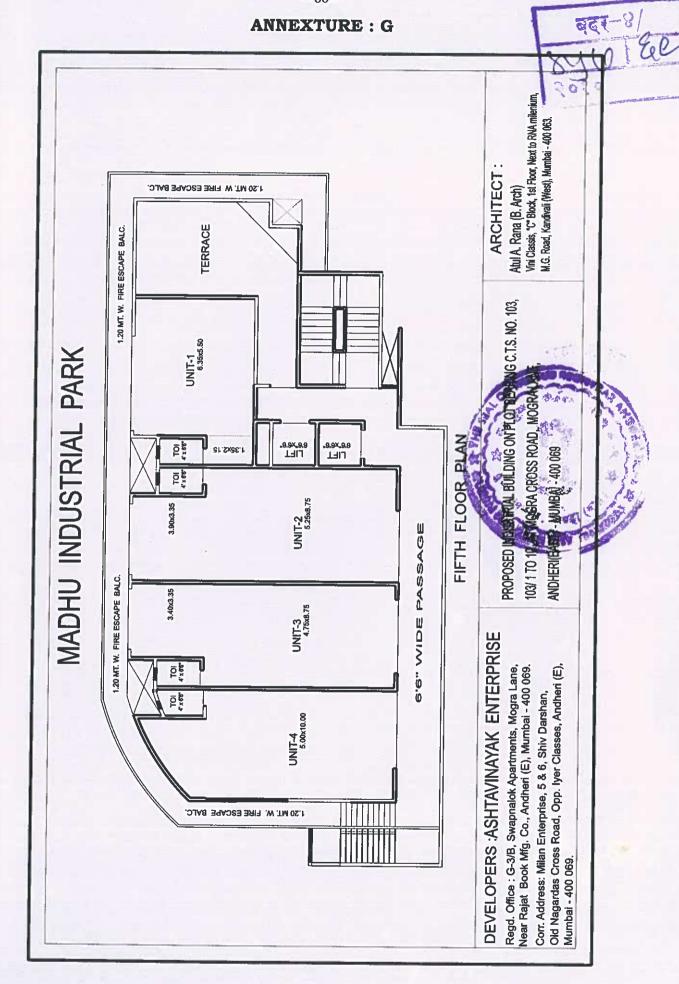
SIGNED AND DELIVERED by the within named the Firm D.P.CONSTRUCTION CO. In the presence of SIGNED AND DELIVERED by the within named BUILDER M/S. ASHTAVINAYAK ENTERPRISE In the presence of NIKHIL SAMANI.) (PARTHER). COMMON SEAL OF the Within named Society MADHU INDUSTRIAL PREMISES CO-OPERATIVE SOCIETY LTD. Pirsiamt to the Resolution Passed at the special General Body Meeting Held on 18 - 05 - 2007 Authorizing (1) Mr. Manoj Sanghavi Chairman And (2) Smt. Aruna I. Mehta Secretary to sign and execute these Present in the presence of

द्दर-8/









चहर-8/ १८/७ / ७० २०१०



Thursday, March 27, 2008

10:44:14 AM

गावाचे नाव

पावती

Original नॉदणी 39 म.

Regn. 39 M

पावती क्र.: 3162

. .

दिनांक 27/03/2008

दस्तऐवजाचा अनुक्रमांक

मोगरा

वदर1 - 03145 - 2008

दस्ता ऐवजाचा प्रकार

मुखत्यारनाम।

सादर करणाराचे नाव:निखील डी. सामानी - -

नोंदणी फी

नक्कल (अ. 11(1)), पृष्टांकनाची नक्क ह (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (8)

एकुण

रु.

आपणास हा दस्त अंदाजे 10:58AM ह्या वेळेस मिळेल

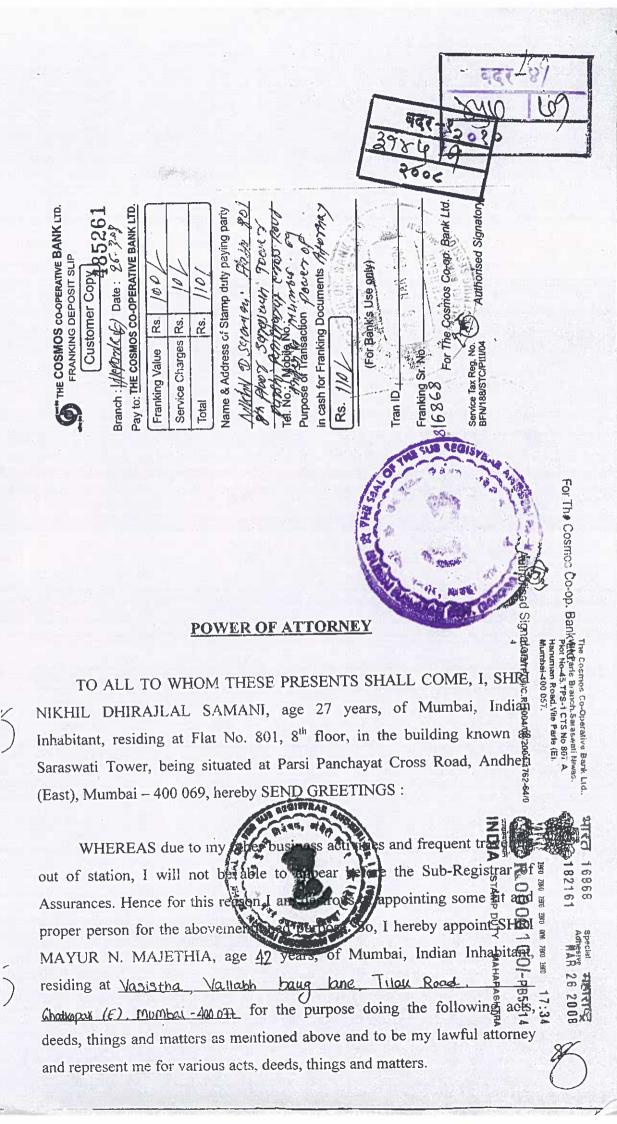
मोबदला: 0रु.

भरलेले मुद्रांक शुल्क: 100 रु.

बाजार मुल्यः 0 रु.

दुर्यम निबंधक अधेरी 1 (बांद्रा)

Charles and



बदर	-8
Table 1	
2974	
RESENT	
CEOF OF	06

NOW KNOW YE AND ALL MEN AND THESE PRESENTS.
WITNESSES, that, I, SHRI NIKHIL DHIRAJLAL SAMANI do hereby appoint, nominate, and constitute SHRI MAYUR N. MAJETHIA of

Mumbai to be my true and lawful Attorney to do the following acts, deeds 7-8

matters and things viz:

1. In my name and on my behalf appear before the Joint Sub-Registrar of Assurances at Bandra/ Mumbai/ Goregaon/ Borivali/ Chembur/ Mulund and admit execution thereof.

IN WITNESS WHEREOF I, SHRI NIKHIL DHIRALAL SAMANA have hereto set and subscribed my hand to this writing at the aforesaid 26 day of March, 2008, at Mumbai.

SIGNED AND DELIVERED by the)

Within named the "EXECUTANT"

SHRI NIKHIL D. SAMANI

In the presence of

1.

2. 5

Tripes AJ . Sanchala

Advocate

Identified by me

(DIPESH J. SANCHALA)

Advocate

BEF

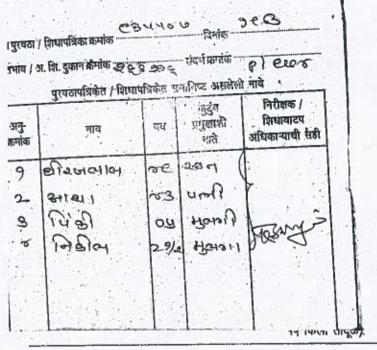
BEFORE ME

Accepted by me

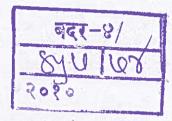
Bayler-N;

(SHRI MAYUR N. MAJETHIA) ATTORNEY





बदर-१ _२१५ ४ २००८



18 0.00 van.

W69

पोचपावती महाराष्ट्र शासन

नियंत्रक, शिधावाटप व संचालक, नागरीपुरवठा यांचे कार्यालय, मुंबई.

श्री./श्रीमती

यांचे शिधापत्रिकासंबंधीचे प्रतिज्ञापत्र प्राप्त झाले.

दिनांक

13/1405

্থিকিক<u>া</u>

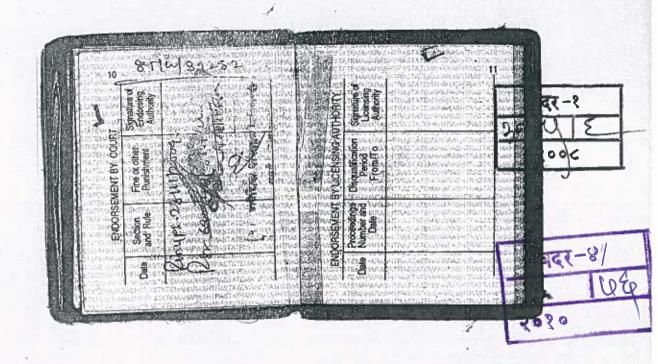
अ.शि.तु.२६ डी ११६

शिधावाटप अधिकारी.



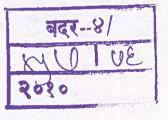












7/03/2008

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर1

दस्त क्र 3145/2008

0:45:19 am

अंधेरी 1 (बाद्रा)

इस्त क्रमांक :

3145/2008

रस्ताचा प्रकार: मुखत्यारनामा र् क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नावः निखील डी. सामानी - -

नावः निखील डा. स् 1 पताः घर/फ्लॅट नंः

गल्ली/रस्ताः पारशी पंचायत रोड ईमारतीचे नायः सरस्वती टॉयर

ईमारत नं: पेठ/वसाहतः -शहर/गाव:अंधेरी (प्र

तालुकाः -

पिन: 69 पॅन नम्बर: - लिङ्ग देणार

दय





नावः मयुर एन. मजेठीया 🔹 नावः मयुर एन. नजन्

गल्ली/रस्ताः टिळक रोड ईमारतीचे नायः वशिष्ट

ईमारत नं: पेठ/वसाहतः -

शहर/गावःघाटकोपर (पू)

तालुकाः पिनः 77 पॅन नम्बर: - तिहून घेणार











दस्त गोषवारा भाग - 2

वदर1

दस्त क्रमांक (3145/2008)

दस्त क्र. [बदर1-3145-2008] या गोषवारा बाजार मृल्य :0 मोवदला 0 भरतेले नुझंट सुरक : 100

दस्त हजर केल्याचा दिनांक :27/03/2008 10:41 AM

निष्पादनाचा दिनांक : 26/03/2008

दस्त हजर करणा-याची सही

दस्ताचा प्रकार :48) मुखत्यारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 27/03/2008 10:41 AM

शिक्का क्र. 2 ची वेळ : (फ़ी) 27/03/2008 10:44 AM शिक्का क्र. 3 ची वेळ : (कबुली) 27/03/2008 10:45 AM शिक्का क्र. 4 ची वेळ : (ओळख) 27/03/2008 10:45 AM

दस्त नोंद केल्याचा दिनांक : 27/03/2008 10:45 AM

पायती क्र.:3162 दिनांक:27/03/2008 पावतीचे वर्णन नांव: निखील डी. सामानी - -

100 :नोंदणी फी

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल 160

(зп. 11(2)),

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

260: एकूण

ओळख:

लालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,

रा त्यांची ओळख पटवितात.

1) दिपेश जे. सांचला - - ,घर/फ़्लॅट नं: -

गल्ली/रस्ताः नेहरू रोड

ईमारतीचे नावः प्रतिक ॲव्हेन्यू

ईमारत नं: -पेठ/वसाहतः -

शहर/गाव:विलेपार्ले (पू)

तालुकाः -

पिन: 57

2) धनाराम माळी - - ,धर/फ़लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहतः -शहर/गाव:-

तालुका: -

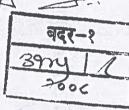
पिन: -











कामित करचेत येते ही। वा रसामध्ये एक

षर्- उच्यम निर्वेषक संबर्ध उपलक्त



पुस्तक हालांज १, नोंदला. विनांक :2013

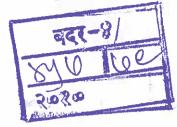
धंबई उपनगर जिल्हा.





DSUMRY:065543SR3C2 Prepared on: 27/03/2008 10:45:20

घोषणापत्र



दिनांक: 13 1 2010 .

Baffing N.

कुलमुखत्यारपत्रधारकाचे नाव

व सही

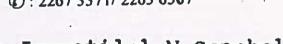


बद्र-ध दुय्यम निरांधक: अंधेरी 1 (वांद्रा) नोंदणी 63 म. दस्तक्रमांक व वर्ष: 3395/2006 Regn. 63 m.s सूची क्र. दोन INDEX NO. II 2:48:22 PM गावाचे नाव: मोगरा (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप मान्यता पत्र व वाजारभाव (भाडेपटट्याच्या 300 वावतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 511,111.00 बा.भा. रह. 0.00 न सिटिएस क. 1037 1037 ते10, सर्वे क. 56 हिस्सा क. 1 पार्ट. (1) वर्णनः जमीन व बेह्निक् (2) भू-मापन, पोटहिस्सा व घरक्रमांक सर्वे क. 55 हिस्सा क. 5 पोर्ट रे राहा (असल्यास) (1)1845 चौरस मीटर (3)क्षेत्रफळ (4) आकारणी किंवा जुडी देण्यात (1) ूत्फं मुखत्यार दामजी प्रेमजी वोरा - -; घर/फ़्लॅट नं: लिहून असेल तेव्हा तीव नावः -; ईमारत नः -; पेठ/क्साहतः -; शहर/गावः -; (5) दस्तऐयज करून देण्या-या (1) व्यूफोर्ट पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे मेमिज़ी बीहा - -; घर/फ़लॅट नं: 111, पगरब, एस -; इंसुरद्वीये नाय: -; ईमारत नं: -; पेठ/वस्ताहत: -; - -; घर/फ़लॅट नं: 111, पगरब, एस नाव व संपूर्ण पत्ता (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता दिवाणी न्यायालयाचा हुकुमन्सि शहर/गा विंत्वा आदेश असल्यास, वादी व संपूर्ण पत्ता करून दिहुँ (7) दिनांक नोंदणीचा (8) '(9) अनुक्रमांक, खंड व पृष्ठ (10) बाजारभावाप्रमाणे मुद्रांक शुल्क ₹ 5120.00 (11) वाजारभावाप्रमाणे नॉदणी (12) शेरा सह- पुरुषम निर्देशक धंदेरी-छ. १ मंबर्रे उपनगर जिल्हा. পেনত केली াষ্ণত বাষতী थी./भीमर्ती मिलेशा अट कावात केळी यांना त्यांचे ता ... १७ १०५ ७६ च्या अजीतुसार मफ्कल दिली-दिनांक १७/०५ वर्ष पा % सह दुच्यम निर्वेद्यक संघेरी-१. SARITA REPORTS VERSION 52.19 Page 1 of 1 d & developed by C-DAC, Pune



ADVOCATE

HIGH COURT, BOMBAY ©: 2267 3371/ 2265 6567



NAME: Dipesh Jayantilal N.Sanchala RESIDENCE Vile Parle(E), Mumbai-57
ROLL No.: Mah/ 1965/2004

ENROLLED ON: 15.7.2094

DATE OF BIRTH 14 . 10 . 1978

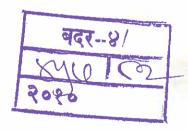
SECRETARY



आयकर विभाग मारत सरकार
INCOMETAX DEPARTMENT GOVT. OF INDIA

JASHWANT H MEHTA
HIRALAL N MEHTA
14/10/1937
Permanunt Account Number
ANWPM0135B





13/01/2010

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर4 दस्त क्र 457/2010/

4:10:34 pm

अंधेरी 2 (अंधेरी)

दस्त क्रमांक :

457/2010

दस्ताचा प्रकार: करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

लिहून घेणार

वय

सही

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा



ईमारतीचे नावः मंगल विला, तेजपाल रोड, विलेपार्ले पू ईमारत नं: -

नावः मे/- अष्टविनायक एन्टरप्राईझ चे मागीदार श्री

पेठ/वसाहतः -शहर/गाव:-तालुकाः -पिनः -

पॅन नम्बर: AMRPS9479G

लिहून देणार

वय





2 निखिल डी सामाणी तर्फे मुखत्यार मयुर एन मजिठीया -पत्ताः घर/फ़लॅट नं: जी/3 बी स्वप्नलोक अपार्ट, मोगरालेन, अंधेरी पू मुं 69 गल्ली/रस्ताः -

ईमारत



दस्त गोषवारा भाग - 2

वदर4

दस्त क्रमांक (457/2010)

ES ES

दिनांक:13/01/2010

दस्त क्र. [वदर4-457-2010] चा गोषवारा

बाजार मुल्य :3127125 मोबदला 2774000 भरलेले मुद्रांक शुल्क : 156400

दस्त हजर केल्याचा दिनांक :13/01/2010 04:06 PM

निष्पादनाचा दिनांक : 31/12/2009

दस्त हजर करणा-याची सही:

पावती क्र.:458

पावतीचे वर्णन

30000 :नोंदणी फी

नांव: प्रविणा आर शाह - -

1680 :नक्कल (अ. 11(1)), पृष्टांकनाची

नक्कल (आ. 11(2)),

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

एकत्रित फ़ी

31680: एकुण

10 /

दु, र्निबंधकाची सही, अंधेरी 2 (अंधेरी)

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 13/01/2010 04:06 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 13/01/2010 04:09 PM शिक्का क्र. 3 ची वेळ : (कबुली) 13/01/2010 04:10 PM शिक्का क्र. 4 ची वेळ : (ओळख) 13/01/2010 04:10 PM

दस्त नोंद केल्याचा दिनांक : 13/01/2010 04:10 PM

ओळख:

खालील इसम असे निवेदीत करतात की, ने क्रेन्स्ट्रियज करून देणा-यांना व्यक्तीशः ओळखतात.

व त्यांची ओळख पटवितात.

1) दिपेश सांचला- - , पर/फ़्लॅट नं: भोंघीगाईरोड, विलेमार्ले पू

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव:-तालुका: -

पिन: -

2) जसवंतलाल मेहता- - ,घर/फ़्लॅट नं: वसेलप्रमाणे

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव:-

तालुका: -पिन: - Joshop

f1- mis

दु. निबंधकाची सही अंधेरी 2 (अंधेरी)

> प्रमाणित करणेत येते की था पस्तामध्ये कि एाने आहेत-

सङ्ख्यम विकास अवेदी क. २, मुंब/ उपनार जिल्हा. बदर १/ ४५० /२०१०

पुस्त व मांका १. कमांकवर

नोंदला.

दिलांकर ने डे नि । २०१०

क्रह. हुच्यम निर्वधक. अंधेरी क. २. धुंबई उपनगर जिस्हा.

दृय्यम निबंधक: अंधेरी 2 (अंधेरी)

Wednesday, January 13, 2010

4:10:41 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव :

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 2,774,000.00 बा.भा. रू. 3,127,125.00

(2) भू-भापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 103 वर्णनः विभागाचे नाव - मोगरा (अंधेरी), उपविभागाचे नाव - 46/224 -भुभागः उत्तरेस गावाची हद्द, पुर्वेस द्रुतगती मार्ग, दक्षिणेस रेल्वे सबवे ते द्रुतगती सबवे जोडणारा 18.30 मि.रुंद वि.यो. रस्ता व पश्चिमेस रेल्वे लाईन. सदर मिळकत सि.टी.एस. नंबर - 103 मध्दे आहे. -----युनिट नं 204, दुसरा मजला, मधु इंडस्ट्रियल पार्क, अवध नारायण तिवारी मार्ग, अंधेरी पु मुं 69

(1)बांधीय मिळकतीचे क्षेत्रफळ 67.25 ची.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 हकूमनामा किंवा आदेश असल्यास, प्रतिवादीचें नाव व संपूर्ण पत्ता

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता विवा दिवाणी न्यायालयाचा हकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

करून दिख्याचा 31/12/2006

नोंदणीचा (8)(9) अनुक्रमांक, खंड व पृष्ठ

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

(11) बाजारभावाप्रमाणे नोंदणी

ন্ত 30000.00

(12) शेरा

(7) दिनांक

(भ मे/- अष्टिवनायक एन्टरप्राईझ चे भागीदार श्री निखिल डी सामाणी तर्फे मुखत्यार मयुर एन पनिश्रीया - ।; घर/प्रलॅप्ट नं: जी/3 की स्वयनस्रोक अपार्ट, मोगरालेन, अंधेरी पू मूं 69; गुर्क्ता/रस्ताः -; ईमारतीये नावः -; ईमारते नं: -; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः ; पॅन नम्बरः AANFA6889N.

(1) प्रविणा आर शाह - -; घर/प्रलॅंट नो 301; गल्ली/रस्ता: -; ईमारतीचे नाव: मंगल विला, तेजमाल रोड, विलेपार्ल पू ; ईमारत पं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन THIR AMRPS947.0G





\$/01/2010

457 72010

₹ 156375.00

DATED THIS 315+ DAY OF -DEC, 2009

BETWEEN

ASHTAVINAYAK ENTERPRISE

AND

Shrif Smt. / Kymari/M/s. Pravina R.
Shah

Address 301. mangal Villa Txipell

Road. Ville parle (East) mumbas

400057.

AGREEMENT SALE FOR

Unit No. 204 On the 2nd Floor

Open / Stilt parking Space No. ____

On the Ground Floor

At

MADHU INDUSTRIAL PARK

Avadh Narayan Tiwari Marg
Off New Nagardas Road,
Near Apolo Estate,
Mogra Village,
Andheri (East), Mumbai - 400069.