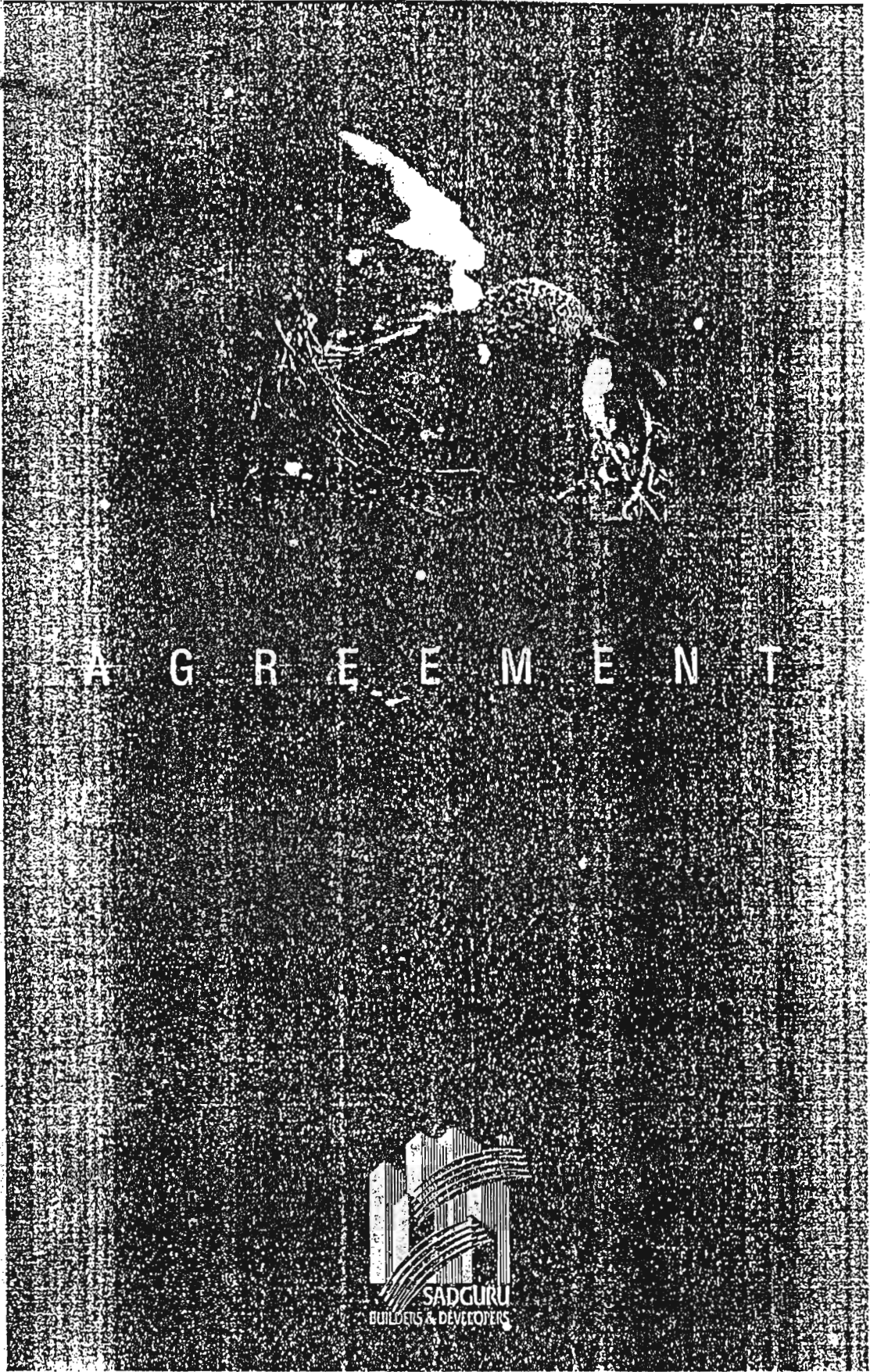


BOB/Princes

0/2



AGREEMENT



OWNERS : MAHENDRA J. VORA & OTHERS

DEVELOPERS : SADGURU ASSOCIATES

PRESENTATION

Kalpavruksh Garden (Building no. 1)

MAHAVIR NAGAR, KANDIVALI (WEST) MUMBAI - 400 067.

~~P5 1,46,152~~

144128 | —

Mr Girish Keshavlal Shah
Mrs. Veena Girish Shah.



Wednesday, December 28, 2005
3:34:16 PM

Original

नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 7925

गावाचे नाव कांदिवली

दिनांक 28/12/2005

दस्तऐवजाचा अनुक्रमांक वदर2 - 07908 - 2005

दस्ताऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: गिरीश केशवलाल शाह - -

| | | |
|-----------------------------------------------------------------------------------------------------------|-----|----------|
| नोंदणी फी | :- | 30000.00 |
| नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (90) | :- | 1800.00 |
| एकूण | रु. | 31800.00 |

आपणास हा दस्त अंदाजे 3:49PM ह्या वेळेस मिळेल

दुध्यम निबंधक

गिरीवली 1 (मालाड)

सह: दुध्यम नियंत्रक गिरीवली-१,

मुंबई उपनगर जिल्हा.

याजार मूल्य: 2802888 रु. मोबदला: 3206035 रु.

भरलेले मुद्रांक शुल्क: 144128 रु.

दस्ताऐवजाचा प्रकार : डीडी/घनाकर्पाहारे;

बँकेचे नाव व पत्ता: बँक ऑफ मडोदा विलेपार्ले;

डीडी/घनाकर्पा क्रमांक: 370305; रक्कम: 30000 रु.; दिनांक: 22/12/2005

DECEMBER 28 2005

THE COSMOS CO-OP. BANK LTD., PUNE
FRANKING DEPOSIT SLIP

Customer Copy 22/12/05

Branch Vile Parle (E) gate 5346

Pay to :

| | | |
|-----------------|-----|--------------|
| Franking Value | Rs. | 144128 + 100 |
| Service Charges | Rs. | 921 |
| Total | Rs. | 144250 |

Name & Address of Stamp duty paying party

Mr. Girish Keshavlal Shah for
Kardivali (E). Mumbai. 67

Tel.No./Mobile No.:

Purpose of Transaction

in cash for Franking Deposits

Rs. 144250/- (E) BANK

(For Bank's Use only)

Tran ID

FOR FRANKING

309893

For The Cosmos Co-op. Bank Ltd., Pune

309892/15316, Authorised Signatory

AGREEMENT

THIS AGREEMENT made at Mumbai this 23rd day of December, 2005 between M/s. SADGURU ASSOCIATES, a partnership firm having it's office at 1st Floor, B Wing, Eastern Court, Junction of Tejpal Road & Parleshwar Road, Vile Parle (East) Mumbai - 400 057, hereinafter called "The Builders" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners or partner for the time being constituting of the said firm, survivors and survivor of them, heirs, executors and administrators of such survivors their / his / her assigns) of the one part; And

Shri Girish Keshavlal Shah.

Smt. Veena Girish Shah.

8, Rambha Co. Op. Hsg. Society Ltd.

Dadabhai Road, Vile Parle (W) Mumbai. 400058

hereinafter called to as the Purchaser/s • (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his / her / their respective heirs, executors and administrators and permitted assigns) of the other part.

one lakh forty four thousand one hundred twenty eight
The Cosmos Co-operative Bank Ltd., Vile Parle Branch, Mumbai
D-5/SRP(V)/CR.1004/06/200
4/1762-64/04
Stamp
R01441281-P85114
Special Stamp
153165
DEC 22 2005
16:02
MAHARASHTRA

Veena G. Shah

Veena G. Shah

WHEREAS :

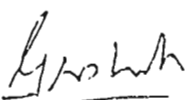
1. Prior to 1961 the late Joseph Salvador w. perreira was seized and possessed of larger pieces or parcel of land situated at Village Kandivli, Taluka Borivli bearing S.No. 163;

2. By a conveyance dated 25.03.1961 and registered with the sub registrar of assurances at Bandra under serial No. 632 of 1961 the said Joseph Salvador W. Perreira conveyed the said larger pieces of Land unto the Salsette Catholic Co.Op. Hsg. Soc. Ltd, hereinafter called the said Salsette Society.

3. By a conveyance dated 18.05.1967, registered with the Sub registrar of assurances at Bandra under serial No. 1121 of 1967 the said Salsette society conveyed a portion of the said larger pieces or parcels of land being piece or parcel of land admeasuring 24732.7 mts. i.e. 29580 Sq.Yds. situated at Village Kandivli, Taluka Borivli, bearing Survey No. 163 and corresponding to C.T.S. no.128 (B) hereinafter called "the said first property " unto one Mrs. Verna Jovita Nagpal, hereinafter called "the Owners" which the said first property is described in the first schedule hereunder written;

4. Under the said conveyance dated 18.05.1967, a balance purchase price of Rs. 73,320/- (Rupees Seventy Three Thousand Three Hundred Twenty Only) remained unpaid and the said first property was conveyed unto the owner subject to charge in favour of the said society by way of unpaid the vendor's lien;

5. The said salsette society in its turn by a conveyance dated 24th

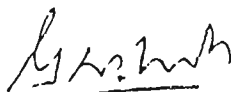

Verna G. Shah.

February, 1970, and registered with the Sub-Registrar of Bandra under serial No.256 of 1971 conveyed and transferred the remaining pieces or parcels of the said larger pieces or parcels of land admeasuring 481356.68 Sq.Mts. comprised in Survey No. 163, C.T.S. No.128 now C.T.S. No. 128/A/1 to 91 excluding portion handed over to MHADA and C.T.S. No. 128/B part of Village Kandivli unto Joseph S. Perreira as purchaser wherein it was confirmed that Rs. 73,320/- (Rupees Seventy Three Thousand Three Hundred Twenty Only) was due and payable by the owner to the said society and the benefit of the recovery of the said amount of Rs.73,320/- (Rupees Seventy Three Thousand Three Hundred Twenty Only) from the owner was also assigned by the said society to the said Joseph S. Perreira, the Owner retained possession.

6. By an agreement for sale dated 24.12.1981, hereinafter called "the said agreement with the owner" and registered with the sub registrar Bandra under serial No. 256 of 1981, the owner agreed to sell and transfer the said first property to one Mahendra J. Vora and Eight Others for the consideration and on the terms and conditions contained therein but subject to liability of the said balance purchase price payable to the said salsette society and Notification dated 09.10.1979, issued under land Acquisition act.

7. The said Joseph S. Perreira died at Mumbai on 25.03.1978, leaving him surviving Anthony Winin Perreira and others, hereinafter called " the said Perreira family."

8. The said Mahendra J. Vora and Eight others paid and aggregate sum of Rs. 1,60,000/- (Rupees One Lakh Sixty Thousand Only) to the said Perreira family in full and final settlement towards the balance of the purchase price payable by the owner to the said selsette society under


Veena G. Shah.

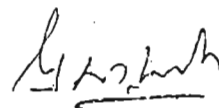
the said conveyance dated 18.05.1967, and conveyance dated 24.02.1970, for which the said Perreira family executed a receipt dated 20th December 1984.

9. By virtue of several agreements and mesne acts and deeds, the said Mahendra Vora, Hemang Vora and Chirag Vora, hereinafter called "the said Voras" became entitled to all the benefits under the said agreement for sale-dated 24.12.1981 with the owner.

10. It appears that the acquisition proceeding initiated under notification-dated 09.10.1979, referred to in the said agreement with the owner were subsequently dropped.

11. By an order dated 20.10.1989 bearing no. ULC-1089 (3285) D-AllI passed under section 20 (1) (a) of the Urban Land (Ceiling and regulation) act, 1916, hereinafter called " the said ceiling act " in pursuance of the application of the legal heirs of the said Joseph S. Perreira, hereinafter called " the said Perreira family " the government of Maharashtra exempted the surplus vacant land on the conditions contained therein;

12. By an order dated 18.10.1991, bearing No. KEW/091 (3915)/D-XIII passed by Government of Maharashtra under the said Ceiling act the owner Smt. Verna Jovit Nagpal was allowed to develop the said first property on the same terms and conditions on which land was allowed to be developed by the said Perreira family as per the said order dated 20.10.1989, corrigendum were issued by the additional collector on behalf of the Government of Maharashtra on 14.10.1992, 13.09.1996, 28.11.2000 and 04.09.2001. Copies of aforesaid orders with corrigendum passed under the ceiling act are annexed hereto and marked A and B

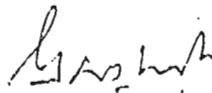

Veena M. Shah.

13. By reason of three D.P. Roads passing through the said First Property, the said property stood divided into three parts called " Sectors A,B and C respectively;"

14. By an Agreement dated 29th November, 1991 made between the said Voras herein of the One Part and Renuka Builders and Developers Private Limited (hereinafter called as " the said Renuka ") of the Other Part and which said Agreement is hereinafter called " the said Development Agreement with Renuka " the said Voras herein agreed to grant to the said Renuka the development rights to construct five buildings, consisting of 15 wings (14 residential wings and 1 shopping wing), on certain portions forming part of Sector-A and Sector-B as more particularly described in the said Agreement with Renuka;

15. Subsequent to the said Agreement with Renuka some disputes and differences arose between the said Voras herein and the said Renuka filed a suit being suit No 191 of 1996 in the High Court at Bombay. By an Order dated 2nd February, 1998, the said disputes and differences were referred to the Sole arbitration of one Mr. Sam P. Rao, on 26th January, 2000, the said Voras herein and the said Renuka filed Consent Terms in the said Arbitration proceedings and on 26th January, 2000, the sole Arbitrator Mr. Sam. P. Rao passed an Award interalia in terms of the consent Terms which said Award operates as a Decree in accordance with the provisions of the Arbitration & Conciliation Act;

16. A Portion admeasuring 6050.70 Sq. Meters of land forming part of the said Perriera property forming part of C.T.S. No.128-A (which was earlier shown as forming part of C.T.S. No. 128-B and situated adjacent to the said First Property, hereinafter called "the said Second Property " was in use and possession of the builders herein which said Second


Veera G. Shaha

Property is described in the Second Schedule hereunder written;

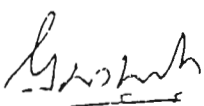
17. Though the said second Property stands in the name of the said Perriera family in City Survey Records as also as per the documents of title the said Perriera Family is entitled to the said second property, the owner Smt. Verna Jovita Nagpal has registered a declaration dated 04.08.1988 by way of Deed of Poll with the Sub registrar of Mumbai under serial No. BBJ-3018 of 1998 and thereby she claimed to be the owner of the said Second Property;

18. By a Development Agreement dated 14th August, 2001, hereinafter called " the said Development Agreement with the said Perriera family " the said Perreira family granted development rights in respect of the said Second Property unto the said Voras;

19. Besides the construction put by the M/s. Renuka on portion of the Sector-A and Sector-B. It is still possible to consume the balance FSI and / or Transferable Development Rights interalia on the said Sector-B which Sector-B is described in the Third Schedule hereunder written;

20. As per the property Register Card area of the said Sector-B is 12,779.80 Sq.meters;

21. The said Voras herein intended to exploit and develop a portion of the remaining part of Sector-B to the extent of approximately 1,59,575 Sq. feet of built-up area by constructing three buildings on the remaining part of Sector B the said three buildings numbered as 4,5 and 6 consisting of seven wings in aggregate and portion of the said Sector-B covered by plinth area of each of the said building is hereinafter called " the said Building Site ";

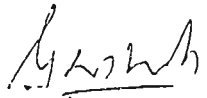

Veena G. Sheth

22. By an Agreement dated 26.10.2001, hereinafter called " the said Agreement with Voras" the said Voras have appointed Builders herein for the purpose of construction of the said three buildings on the said building sites on the terms and conditions contained therein;

23. Builders herein and the said Sadguru filed a statement in As required by Section 269 UC of the Income -Tax Act, 1961, on 26.10.2001 the builders herein and the said Sadguru filed a statement in Form No. 37-I with the Appropriate Authority appointed under Chapter XXC of the Income-Tax Act, 1961. In pursuant thereof the Appropriate Authority has issued a No. Objection Certificate dated 04.04.2002 under Section 269 UL (3) of the Income Tax Act, 1961 in respect of the said Agreement with Sadguru;

24. Under the said Agreement with the said Vora's, the Builders herein are required to carry out construction of the said three buildings complete in all respects at their cost and in lieu thereof, on the basis of progress of work and subject to the Builder carrying out construction work in the manner as provided in the said Agreement , the Builders herein are entitled to sell and dispose off certain tenements of the proposed building, hereinafter called "the said Builders Component" and the said Vora's are entitled to sell and dispose off the remaining tenements of the said building, hereinafter called "the said Vora's component".

25. The Joint Development permission was granted by the Competent Authority Urban Land (Ceiling and Regulation) Act by its order dated 28.03.2003 bearing No. C/ULC/D-III/Sec-20/Joint Development/B-351 and B-352 for the first property and the Second property; subsequently, the first Property and the Second property was amalgamated and layout was approved by Mumbai Municipal Corporation


Veena G. Shah

by approval bearing No. CE/A-2998/BP(WS)/AR dated 22.08.2002; hence the both the properties stood amalgamated as one plot admeasuring in aggregate 30783.40 sq.meters as on 22.08.2002;

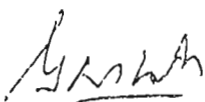
26. Due to changes in the initial approved plans, the said Builders components and the said Vora's components has changed and in view thereof a Supplemental Agreement dated 6th December 2002 has been entered into record changed in the Builders components and the said Voras components.

27. Plans for construction of initial construction of the said proposed three buildings have been duly approved by BMC and the builders herein will be putting up amended plans for further sanction to BMC after availing TDR benefit or FSI of the said property or any adjoining any property. The RCC structures of all the three buildings are designed on the basis of further construction:

28. The said three buildings are called "the said Building No. 4,5 and 6" respectively and this Agreement is in respect of remaining forming part of the said Building No.4;

29. The details of the proposed construction of the said building 4 are as under:

(a) The building will ultimately consist of Wings A & B on ground and Twelve part upper floors of the built-up area of 5252.08 Sq.mts. At present plans are approved for 1327.26 Sq.Mts. for ground plus two floors under IOD No. CE/A-2998/BP (WS)/AR. The additional ten floors will be constructed above the initial second floor after obtaining any TDR/FSI benefit. The entire proposed building on ground and twelve part upper floors will be treated as one building. Flats therein will be sold on


Veena G. Shah

ownership basis. Possession of the flats on the building will be handed over to the prospective purchasers on completion of construction of the entire building on ground and twelve part upper floors;

(b) Commencement Certificate upto plinth for this building is issued by BMC on 17.10.2002

30. The Builders have commenced construction of the said Building No. 4 on the said portion, hereinafter called "the said Building No. 4" described in the fourth Schedule hereunder written in accordance with the said approved plans in pursuance of the said Agreement with Vora's;

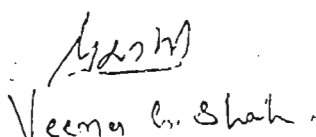
31. Particulars of tenements in the said Building No.4 forming part of the said Builders Component in accordance with the said Agreement with the said Vora's read with the said supplemental agreement under which the Builders herein are entitled to sell and dispose off in terms of the said Agreement with Vora are set out in Annexure 'I' hereof;

32. The Builders have informed to the Purchaser;

a) That the proposed development of the said Building No.4 consisting of two wings, on ground and twelve part upper floors, hereinafter called "the said Building" will be carried on in stages as pointed out above;

b) In the course of the said initial construction, the said Vora's will procure TDR for loading on the said building on the said plot for constructing the said building (by using FSI and TDR FSI) of twelve floors of two wings of saleable area of 80905 sq.ft. (Including shopping / comm);

(c) In the course of the said initial construction the Builders herein


Veema L. Shah

Office of the
Exec. Eng. Bldg. (W.S. 'R' Ward)
Dr. Babasaheb Ambedkar Market Bldg.
Kandivali (West), Mumbai-400 061

BRIHANMUMBAI MAHANAGARPALIKA

NO.CHE/A-2998/BE(W.S.)/AR of **31 MAR 2008**

To,
Shri Mahendra J. Vora,
C.A. to Owner.

Sub : Permission to occupy the completed bldg. no. 4 on
Plot 'B' bearing CTS No.128/B-1 to 128/B-4 of
village Kandivali situated at Mahavir Nagar,
Kandivali (W).

Ref: Your letter No. B-1325 dated 13.03.2006.

Sir,

The development work of Bldg. No.4 comprising of Wing A
& B Gr. part + stilt (pt.) + 11 upper floors on plot bearing CTS
No. 128/B-1 to 128/B-4 of village Kandivali situated at
Kandivali (W) completed under the supervision of Shri H.A.
Mehta, Lic. Architect having Lic. No. M/53 Shri I.P. Mistry Lic.
Structural Engineer having Lic. No. STR/M/31 and Lic. Site
Supervisor, Shri H.M. Parmar having Lic. No.P/28/SS-1 may be
occupied on the following conditions:-

- 1) That the certificates under Section 270-A of B.M.C. Act
shall be obtained from A.E.W.W. 'R/C' Ward and a certified
copy of the same shall be submitted to this office.
- 2) That all the deposit shall be claimed within 6 years from
the date of payment or within a year from the date of
B.C.C. whichever is earlier, failing which the same shall be
forfeited.

A set of certified completion plan is returned
herewith.

Yours faithfully,

CERTIFIED TRUE COPY

H. A. MEHTA, B.E. (C), A.M.I.C.E.
Architect & Engineer

Exec. Eng. (Bldg. Prop.) W.S. 'R' Ward

Office of the
Exec. Eng. Bldg. (W.S.) 'R' Ward
Or. Babasaheb Ambedkar Market Bldg.
Kandivali (West), Mumbai-400 061

BRIHANMUMBAI MAHANAGARPALIKA

NO.CHE/A-2998/BFWSI/AR of '31 MAR 2008

To,
Shri Mahendra J. Vora,
C.A. to Owner.

Sub : Permission to occupy the completed bldg. no.4 on
Plot 'B' bearing CTS No.128/B-1 to 128/B-4 of
village Kandivali situated at Mahavir Nagar,
Kandivali (W).

Ref: Your letter No. B-1325 dated 13.03.2006.

Sir,

The development work of Bldg. No.4 comprising of Wing A
& B Gr. part + stilt (pt.) + 11 upper floors on plot bearing CTS
No. 128/B-1 to 128/B-4 of village Kandivali situated at
Kandivali (W) completed under the supervision of Shri H.A.
Mehta, Lic. Architect having Lic. No. M/53 Shri J.P. Mistry Lic.
Structural Engineer having Lic. No. STR/M/31 and Lic. Site
Supervisor, Shri H.M. Parmar having Lic. No.P/28/SS-1 may be
occupied on the following conditions:-

- 1) That the certificates under Section 270-A of B.M.C. Act
shall be obtained from A.E.W.W. 'R/C' Ward and a certified
copy of the same shall be submitted to this office.
- 2) That all the deposit shall be claimed within 6 years from
the date of payment or within a year from the date of
B.C.C. whichever is earlier, failing which the same shall be
forfeited.

A set of certified completion plan is returned
herewith.

Yours faithfully,

CERTIFIED TRUE COPY

H. A. MEHTA, B.S. (A), A.M.I.C.E.
Architect & Engineer

Exec. Eng. (Bldg. Prop.) W.S. 'R' Ward

and/or the said Vora's shall be entitled to procure TDR, submit plans for amendment for carrying out further work by loading TDR on the proposed building and/or to shift RG and/or to modify layout including internal roads and for that purpose to amend or modify the existing approved plans or layout without however affecting the area, location of the tenement shown in the existing approved plans;

(d) The purchaser/s herein has/have agreed to purchase flat/shop with clear notice and consent for the proposed additional work by loading TDR and /or additional FSI and execution of this Agreement shall be deemed to be irrevocable consent under Section 7 of the Ownership flats;


33. The Purchasers are informed as under:

(a) Plinth area of the said building No.4, proposed to be constructed on the said building site No.4 is approximately 615.05 sq.mts.;

(b) The use of FSI on the said Building has no relevance with the area of the said building site No.4 and that some FSI allocable to the said property and balance FSI will be used by procuring TDR benefit and/or any other FSI benefit for construction of the said Building;

(c) The Prospective Flat Purchasers in the said Building proposed to be constructed on the said building Site No.4 or proposed society or body of the Flat Purchasers shall have no right, title or interest of any nature whatsoever or in the open space of any other building or in any part of the said property or in FSI used in any other building or additional FSI that might become available in lieu of Transferable of Development Right (TDR) for the remaining part of the said property;

(d) The Builders will be entitled to sell parking space under the stilt


Veenu C. S. Bhat

forming part of the Builder's components in the said building to the Prospective Purchasers of Flats and to receive and appropriate consideration for the same;

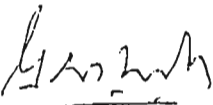
(e) Apart from the parking space under the stilt, the said Vora's are entitled to sell the open car parking space in the unbuilt portion of the remaining property and to allot the same to any prospective purchasers premises and to receive and appropriated consideration therefore, however, such open car parking space will not be treated or forming part of any of the said building sites;

(f) The said property consists of recreation ground for all the building to be constructed on the said property. The tenement purchasers in the said building shall proportionately contribute for the maintenance and upkeep of the said recreation ground;

(g) A certificate of Title of the said property in respect of the said First property issued by M/s. M.P. Savla and Company, Advocates and Solicitors, is annexed hereto and marked 'B';

(h) A certificate of Title in respect of the said second property issued by M/s. Daphtary Ferreira & Dewan is annexed hereto and marked 'C';

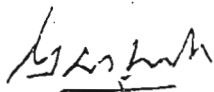
(i) That the name of the said Verna Jovita Nagpal is duly entered in the City Survey Extract in respect of the said First Property and that names of the Perreiras are entered in the City Survey Extract in respect of the said second property. A copy of the City Survey Extract in respect of the said First Property showing therein the name of the owner and the said Perreiras as the owners of the said First and second Property respectively are annexed hereto and marked 'D';


Veena G. Shah

34. The Builders have informed the Purchasers that, as per the existing approved plans, layout plans and building plans there is an internal access of 8 meters width standing from the junction of 90' wide D.P. Road, and between Building No.4, and the boundary of the property adjoining to the existing Petrol Pump which is an access for Building No.5. The said access shall be extended as approvable by the local authority as per the rules and regulations as time being in force for the development of the additional portions of an additional area on the western end of the property behind Building No.5 which the said Voras are in possession of the Builders and/or the said Voras are entitled to use the said access as stated earlier and the Purchasers shall not be entitled to raise any objection and/or obstruct and/or create any hindrance and/or stop etc. the Builders from using the said access in any manner that Builders deem fit;

35. The Builders have informed the Purchasers that the said Voras shall have unrestricted and permanent right to grant Right of way/s or Access/es or Way Leave Permission/s from the said property to any person or persons, party or parties for granting such rights of way/s access/es way leave Permissions and that the conveyance shall provide covenant or covenants for Right of way or ways, Access or Accesses, Way Leave Permission/s granted in favour of such Person/s or part/ies and that the Purchaser hereby agrees and covenant the said right of the Builders;

36. The Purchaser/s have taken inspection of all the documents referred to hereinaabove and are conversant with the contents thereof. The Builders have provided such documents mentioned in Rule 4 of the Maharashtra Ownership Rules, 1964, hereinafter referred to as "the said Rule" to the Purchaser/s;


Veema G. Shah.

37. The Builders will be entering into separate agreement with several other persons for sale of the tenements, shops, garages and parking space forming part of the Builder's components in the said building;

38. The Purchaser/s has/have agreed to purchase a flat / ~~shop~~ / ~~parking space~~ No. 801 in ~~A/B~~ wing on the Eight floor of the Building No.4 hereinafter called "the said Building and forming part of the Builder's components", hereinafter referred to as "the said Premises" to be constructed on the building site no.4 and more particularly described in the Fourth Schedule hereunder written with full knowledge of the aforesaid at the price and on the terms and conditions, hereinafter appearing. The plan showing the said premises herein in Red Colour is annexed hereto marked "E" and "F";

1/m
X Dec 3.

39. The Builders shall be entitled to sell open parking, stilt, parking space, garages and portions under stilt or closed garage under the stilt forming part of the Builders component either to the Purchasers of the premises in the said building and/or to any other person and in such case other persons shall be enrolled as members of the proposed society;

40. The Purchaser/s declare/s that he/she/they has/have inquired and negotiated and inspected with various other Promoters and their Schemes for the purchase of residential/ commercial/parking space/premises etc. they have also verified all their projects and the Promoters and on their own freewill without any attractions of amenities, facilities etc. and/or any other benefits has decided to purchase residential/commercial/parking space/premises etc. in this builders/promoters scheme/project;

Veena G. Shah
Veena G. Shah

41. The Purchaser/s declare/s that he/she/they has/have inspected this Agreement, has understood all the contents herein, has got his/her/their Solicitors and Attorneys at law to do the same and after seeking legal advise has decide to purchase residentia l / commercial / parking space / premises etc. in the builders / promoter's scheme / project and enter into this Agreement;

42. The Purchaser/s declare/s that as stated in para 40 and para 41 he is aware of all the rights conferred to him under all the prevailing laws in the state of Maharashtra and the Union of India and the Purchasers waives all the rights conferred to him/her except what is specifically agreed upon in this Agreement.

43. The Purchaser has agreed to purchase Flat No. 801 in ~~A/B~~ Wing on the Eight Floor in the said Building and ~~Parking Open Space / Stilt / Garage~~ No. _____ (hereinafter referred to as " the said Premises") with full notice of the terms contained in the documents referred in these recitals at or for the lumpsum price and on the terms and conditions hereinafter appearing;

Handwritten initials and date:
1/11/2013

44. The Purchaser has made a declaration as is required under the provisions of Maharashtra Co-operative Society Act, 1960 and the Urban Land (Ceiling & Regulation) Act, 1976 to the effect that firstly neither the Purchaser nor the members of his family own a tenement, house or building within the limits of Greater Mumbai;

45. Relying upon the said application, declaration and agreement, the Builders herein agreed to sell to the Purchaser the said premises at the price and on the terms and conditions hereinafter appearing;

46. Under section 4 of the said Act the Builders herein are required

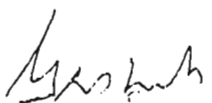
Handwritten signature:
Yeema G. Shah

to execute a written agreement for sale of the said premises to the Purchaser being in fact these presents and also to register the said agreement under the Indian Registration Act.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED
BY AND BETWEEN THE PARTIES HERETO as follows :**

(1) The Recitals contained herein shall form integral part of this agreement

(2) The Builders in pursuance of the said Agreement with Vora's are constructing the said building No.4 consisting of two wings on the said Building Site No.4, more particularly described in the Fourth Schedule hereunder written on ground and twelve part upper floors in accordance of approved plans for base FSI as stated in recitals and the plans for remaining construction to be got approved after loading FSI/TDR benefit thereon, designs and specifications which have been kept at their office and at site for inspection and which the Purchaser has seen and approved and selling Builders' component thereof as recited hereinabove. The Purchaser hereby accords its irrevocable consent to the Builders obtaining approval from BMC for constructing the said building in stages after obtaining TDR benefit and further that the Builders shall be entitled to make variations and modifications to the approved plans by getting the same amended as the Builders may consider necessary or as may be required by the BMC or other concerned local authority, The Builders shall be entitled to change and relocate the location of existing recreation ground as per rules time being in force by the local authority. The Purchaser is aware that the said irrevocable consent is being granted under section 7 of the Maharashtra Ownership Flats Act and the Builders are carrying on development on that basis. The Builders, however shall


Veena G. Shah

not effect any variation or modification in respect of the area, location or internal structure of the flat / shop agreed to be sold to the purchaser under this Agreement.

(3) The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Builders to the said portion and the building thereon (hereinafter referred to as "the said property") and he shall not be entitled to further investigate the title of the said property and no requisition or objection shall be raised on any matter relating thereto. The Purchaser shall be deemed to have purchased the said premises on the conditions set out in the recitals above.

(4) The name and address of the Purchaser till possession of the premises is taken by the Purchaser shall be as under :

Name : Girish Keshavlal Shah.

Address : 8, Rambha Co. Op. Hsg. Society Ltd.

Dadabhai Road, Vile Parle (west)

Mumbai - 400 056.

Telephone : _____

LM
V.G.S.

(5) The Purchaser hereby agrees to purchase from the Builders and the Builders hereby agree to sell to the Purchaser the said premises i.e. Flat No. 801 of Wing B on Eight Floor Of 952 Sq.ft. built-up/carpet area (which is inclusive of the area of balconies) as shown in the typical floor plan thereof hereto annexed and marked Annexure 'G' forming part of the Builders component in the said building and the said premises is shown surrounded thereon by a red coloured boundary line and under ~~still / covered / open~~ parking space No. in the building and more particularly described in the Schedule hereunder written at or for the lumpsum price of

LM
V.G.S.

LM
Veena G. Shah.

Rs. 32,06,035/- (Rupees Thirty Two Lacs Six Thousand
Thirty Five Only)

Am
V. G. S.

Only) which is inclusive of the proportionate price for the common area and facilities appurtenant to the said premises, the nature, extent and facilities/limited common areas and facilities, which are more particularly described in the schedule hereunder written. The said price is fixed on lump sum basis and has no bearing whatsoever on the actual measurement. The purchaser has ascertained the said area. The Purchaser shall have no claim over limited common area save and except as expressly granted. The fixtures and amenities to be provided in the said premises are those that are set out in Annexure H hereto. The payment of purchase price shall be made by cheques/pay orders issued in the name of the Builders, and shall be handed over to the builders. The receipt issued by the builders which shall give full discharge to the Purchaser.

(6) The Purchaser shall pay the purchase price of

Rs. 32,06,035/- /-

(Rupees Thirty Two Lacs Six Thousand
Thirty Five Only only)

to the Builders in the percentages and in the manner given below:

Am
V. G. S.

Rs. 1,60,302/- /- 5% as earnest money;

Rs. 4,80,905/- /- 15% to be paid as agreement money;

Rs. 3,20,604/- /- 10% to be paid on the completion of plinth of the said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the First Slab of the

Veena C. Shah

Veena C. Shah

said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the Second Slab of the said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the Third Slab of the said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the Fourth Slab of the said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the Fifth Slab of the said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the Sixth Slab of the said building;

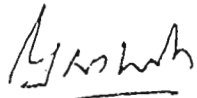
Rs. 1,28,241/- /- 4% to be paid on casting of the Seventh Slab of the said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the Eighth Slab of the said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the Ninth Slab of the said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the tenth Slab of the said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the Eleventh Slab of the said building;


Veena Ch. Shah.

Rs. 1,28,241/- /- 4% to be paid on casting of the Twelveth Slab of the said building;

Rs. 1,28,241/- /- 4% to be paid on casting of the thirteenth Slab of the said building;

Rs. 96,182/- /- 3% to be paid on completion of Wall work in the said building;

Rs. 96,182/- /- 3% to be paid on completion of Plaster (Both Internal & External) in the said building;

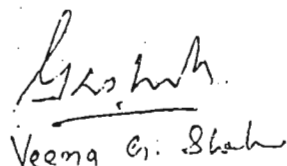
Rs. 96,182/- /- 3% to be paid on completion of Sanitary Fittings and Plumbings in the said premises;

Rs. 96,182/- /- 3% to be paid on completion of Electrical Work in the said premises;

Rs. 96,182/- /- 3% to be paid on completion of Doors and windows in the said premises;

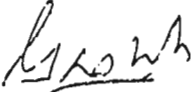
Rs. 96,182/- /- 3% to be paid against the delivery of possession of the said premises;

(7) The time for payment of each of the installments shall be essence of contract. Intimation by the Builders shall be conclusive proof that the plinth or the respective slab or the respective work is completed and within seven days, from the receipt of a notice from the Builders to the Purchaser time being of essence informing the Purchaser that the plinth or the respective slabs or the respective work have been completed, the Purchaser shall make the payments as agreed to by him


Veena C. Shah

as herein provided.

(8) In the event of failure of payment of any installment amount due under clause No.6 hereof payable by the Purchaser to the Builders on their respective due dates and/or in the event of non-observance or non-performance of the provisions of this agreement on the part of the Purchaser this agreement shall at the option of the Builders come to an end and out of the purchase price paid to the builders a sum equal to 50% shall stand forfeited to the Builders and the purchaser shall have no claim against the Builders in respect of the said premises or the said amounts or any of them and the Builders shall be fully entitled to resell the said premises to any body else and the Purchaser shall not take or make any objection, contention, obstruction, claim or any proceeding in that behalf. However, the Builders shall have the option, at their sole and absolute discretion, to treat this agreement as alive and subsisting in the event of failure of payment as aforesaid and in that case all unpaid amounts under clause 6 hereof shall become due and payable at once and the Builders shall be entitled to recover the same together with interest thereon at the rate of 12% per annum from the date of default till payment. In respect of all payments to be made by the Purchaser, the Builders shall not be deemed to have accepted or agreed on or to have waived of their rights unless and until the amount or amounts and interest as aforesaid actually received from the Purchasers and receipt for the same is passed by the Builders to Purchaser. The Builders shall not be bound to make any demand or give any notice requiring any payment due to be due under this agreement except as provided herein and the absence thereof shall not be put forward by the Purchaser as an excuse for non-payment of any amount or amounts on the respective due dates thereof. Unless and until the Builders shall have exercised in writing the aforesaid option of treating the agreement as alive and subsisting as


Veena G. Shah.

aforesaid the Builders shall also not be taken or deemed to have exercised the said option or waived any rights of the Builders. Provided always that the power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice. Provided further that upon termination of this agreement as aforesaid, the Builders shall refund to the Purchaser the 50% of the installments of sale price of the said premises which may till then have been paid by the Purchaser to the Builders but the Builders shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders. The Builders shall be at liberty to dispose off and sell the said premises to such person and at such price as the Builders may in their absolute discretion think fit.

(9) The said Building of Ground and Twelve part upper floors to be completed after procuring TDR/FSI or other FSI benefit as set out hereinabove is expected to be completed and possession of the said premises is expected to be delivered by 31st December 2005 subject however to the availability of cement, steel and other building material, electrical and/or other power connection, elevator, drainage and water connection and subject to any act of God or act of State or force major or any act of enemy, war or law or ordinance restraining sale or development of land or building or construction or the manufacture or supply of any building material or labour strike or any litigation or any objections of BMC or other authorities or any other reason or circumstances whatsoever

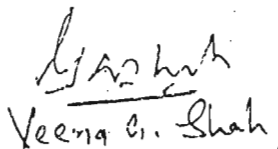
✓/12
V. G. S.

Veena L. Shah
Veena L. Shah.

beyond the control of the Builders and in such event the time for completion of the building and delivery of possession of the said premises shall stand and be automatically extended for such further time as the Builders may determine. Under any circumstances the Purchaser shall not be entitled to any damage whatsoever on account of delay or default in giving possession of the said premises. The purchaser shall take possession of the said premises within seven days of the Builders giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

(10) Notwithstanding anything contained in Clause 9 above, if the Builders shall fail to deliver possession on the day mentioned therein. The Purchaser shall be entitled to cancel this Agreement whereupon the Builders shall return to the Purchaser the amounts already received by them in respect of the said premises together with interest thereon at the rate of 9% per annum from the date of receipt of the respective installments of payment. If as a result of any legislative order or regulation or direction of the Government or public authorities, the Builders are unable to complete the aforesaid building and/or to give possession of the said premises to the Purchaser the only responsibility and liability of the Builders will be to pay over to the purchaser and the several other persons who have purchased or who may hereafter purchase the premises or other portions in the said building, the total amount (attributable to the said premises) that may be received by the Builders at the time and in manner as may be received by the Builders pursuant to such legislation, and save as aforesaid neither party shall have any right or claim against the other under or in relation to this agreement.

(11) The Purchaser is aware that the Builders and the said Voras are entering into similar Agreements with several other persons in respect of other premises in the said building containing similar terms and


Veena S. Shah.

conditions save & except the sale price which may be mutually agreed upon between the Builders and each Purchaser.

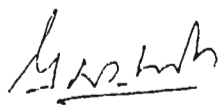
(12) Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over or as a grant in law of the said premises or the said building or any parts thereof, such conferment or grant to take place only upon the transfer by formal document and execution thereof in respect of the said building site to a Co-operative Society to be formed by purchasers of different premises as stated herein.

(13) The Purchaser covenants with the Builders that he / she / they the Purchaser:

(a) Shall not carry on any work in or use the said premises or permit the same to be used for any purpose whatsoever other than and what is prescribed by the BMC/the society in its Byelaws and Rules and Regulations nor for any purpose or in a manner which may or is likely to cause or be a source of nuisance or annoyance or disturbance or inconvenience to the Builders or occupiers of the other premises in the same building or neighboring properties nor for any illegal or immoral purposes;

(b) Shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by him nor will he at any time make or cause any additions or alterations of whatsoever nature in or to the said premises or any part thereof;

(c) After the possession of the said premises is handed over to the Purchaser and if any additions or alternations in or about or relating thereto or thereafter required to be carried out by the BMC or other


Veena G. Shah.

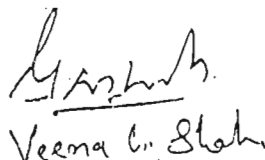
authorities, the Purchaser agrees that such additions or alterations shall be carried out by the Purchaser at his own risk and costs and the Builders shall not be or be held to be in any manner liable or responsible for the same;

(d) Shall always keep the said premises purchased by him properly insured and the Purchaser shall not do or permit to do or permit to be done any act deed matter or thing which may render void or voidable the insurance effected on the said property or render higher or increased premium to be payable in respect thereof. If any, such higher premium becomes payable then the Purchaser shall bear and pay the same. All the moneys as and when received by virtue of any such insurance shall be spent in re-building and/or repairing the said premises. Whenever during the said term the said building or any part thereof shall be destroyed or damaged for any reason whatsoever the purchaser shall pay his share for reinstating and repairing the same. The Purchaser shall also pay his proportionate share for keeping the said building in good and substantial repair and condition to the satisfaction of the Builders;

(e) Shall not obstruct, keep or store or permit to be obstructed kept or stored any goods, articles, things and other merchandise or to park or permit to be parked at any time any vehicles (other than his own in his garage/parking space) cars, lorries, trolleys, etc. in the compound of the said land;

(f) Shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy so to affect the construction or the structure of the said building;

(g) Shall not put in any window ventilator or on the exterior of the


Veena C. Shah

said premises and except at the entrance door of the said premises a sign board or plate outside the same signifying his ownership of the same;

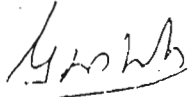
(h) Shall not throw dirt, rubbish, rags, waste or refuse or permit the same to be thrown in the passages, landing, staircase, corridors, sinks, baths or lavatories of the said building and the open space around the said building and in the like manner shall not store any article or merchandise in the said passages, landing, staircase, corridors in the said building and the open space around the said building;

(i) Shall not decorate or paint the exterior of the said premises otherwise than in a manner agreed to, by all the flat acquirers, occupiers or users of the premises comprised in the said building and failing such agreement in the manner as near as may be to which the same was previously decorated or painted;

(j) Shall observe and perform the terms, conditions and covenants contained in this agreement so far as the same are not required to be observed and performed by the Builders and to indemnify and keep indemnified the Builders against the non-observance and non-performance of the said terms, conditions and covenants except so far as the same ought to have been observed and performed by the Builders;

(k) That the Builders shall not be liable to execute any separate legal transfer in respect of the said premises in favour of the Purchaser;

(l) Shall at his own costs keep the said premises agreed to be acquired by him in the same good condition state and order in which it is delivered to him and shall abide by all the bye-laws rules and regulations of the Government, BMC, BSES or any other Competent Authority and

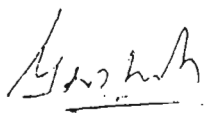

Veena C. Shah.

shall attend, answer and be responsible for the observance and performance of the said rules and bye-laws;

(m) Shall keep the said premises and walls and partition walls, sewers, drains, lift, pump and appurtenances thereto in good tenable repair And condition and in particular so as to support shelter and protect the various parts of the said building.

(14) On possession being taken by the Purchaser of the said premises, the Purchaser shall have no and shall not be entitled to make and shall not make any claim, objection, contention, or proceedings against the Builders regarding the said building or the said premises or any part thereof or any item thereof or in respect of anything connected with the same including quality of construction, Materials and additions or alterations, etc. or which may be alleged not to have been carried out or completed or of defective workmanship and all such claims contentions and objections, if any, shall be treated and deemed to have been extinguished and/or waived.

(15) The Purchaser is informed by the Builders that the arrangement for water supply will be made as per prevailing rules and regulations of the BMC at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Builders to BMC subject to any terms and conditions, which may be stipulated by BMC. In spite of this, if any, shortage of water supply occurs, the Builders shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other thing or make any additional or other arrangements in that behalf. Any deposit or deposits required to be paid by the Builders, to BMC in that behalf be paid by the Builders, out of the deposits to be paid by the Purchaser to the Builders hereunder and if the


Veena G. Shah.

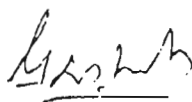
Builders shall pay the said deposits or any part thereof out of their pocket, they shall be entitled to reimburse themselves for such payment out of the said deposits as and when collected and without prejudice to other rights and remedies of the Builders.

(16) The Purchaser shall have no claim or right to any part of the said property and also to any part or parts of the said building other than the said premises agreed to be taken by him.

(17) The Builders shall be entitled to give terrace adjoining to any of the premises forming part of Builders Component to the Purchaser thereof for his exclusive use as "Terrace Flat" and the Purchaser of the other premises shall not be entitled to raise any objection to the same.

(18) The purchaser hereby agrees that in the event of any amount by way of premium to BMC or to the State Government or betterment charges or development charges or assessment tax or other tax or payment of a similar nature becoming payable by the Builders and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Builders the same shall be borne and paid by the Purchaser in proportion to the area of the said premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Builders shall be final, conclusive and binding upon the Purchaser.

(19) The Purchaser shall permit the Builders and their surveyors and agents with or without workman and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the building and/or the said premises and/or for the purpose of making repairing, maintaining, rebuilding, clearing, lighting

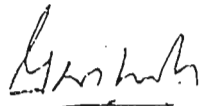

Veena C. Shah

and keeping in order and good condition all service, lift, pumps, drains, pipes, cables, water cover, gutters, wires, part structures or other conveniences belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, etc. and for similar purposes and also for the purpose of cutting off the supply of water to the said premises or any other premises in case the purchaser or purchasers shall have made any default in paying his share of water tax.

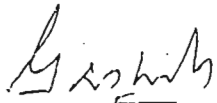
(20) The Purchaser agrees to sign and deliver to the Builders before taking possession of the said premises all writings and papers as may be reasonably and necessary and required by the Builders including possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Society.

(21) The Purchaser agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Builders for further better or more perfectly affecting or carrying out the provisions hereof or for protecting or preserving the rights and interest of the Builders or for securing the due fulfillment of the provisions hereof on the part of the Purchaser.

(22) The said Vora's alone shall have a right to make additions and alterations to the said building or any part or parts thereof including the said premises and also as owners and not as developers to raise or put up additional storey or storeys or structures on the open land or open part or parts of the said building including terraces at any time either before or after transfer of the property and such right shall include the right to use the floor space index or the additional floor space which may be available


Veena G. Shah

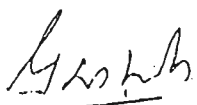
in respect of said land or other land at any time in future or by use of TDR and as may be permitted by BMC and such additional floor space index, additions, and alterations and additional structures or storeys shall always be and shall always deemed to be the sole property of the Vora's as owners who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Purchaser and the Purchaser hereby consents to the same. The Purchaser hereby agrees that he will agree to the purchaser of such additional storey or structure being made members of Co-operative Society. The Purchaser shall not be allowed the use of the terrace and parapet walls of the terrace and the Vora's as owners shall be entitled have the exclusive use of the said terrace and parapet walls even after the property is transferred to the society subject only to the access thereto of the said Society to attend to any leakage from terrace and/or to the water tanks, lift machine room on the said terrace or any repairs to the same. The Agreement with the Purchaser of the said premises in the said building shall be subject to the aforesaid rights of the Vora's as owners who shall be entitled to and also after the formation of the society be entitled to use the said terrace including the parapet wall and the external walls of the building for any purpose including the display of advertisement and signboard and the Purchaser shall not be entitled to raise any objection or any abatement in the price of the said premises agreed to be acquired by him and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light. The Purchaser hereby agrees that all necessary facilities, assistance and co-operation will be rendered by the Purchaser to the Vora's to enable the Vora's to make any additions and alterations and/or to raise additional storey or storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by BMC and the Purchaser hereby further agrees that after


Veera G. Shah.

the proposed co-operative society is registered, the Vora's will continue to have such rights and the Purchaser as member of such society shall accord his consent to such society for giving to the Vora's full facility, assistance and co-operation to enable the Vora's to make the said additions and/or alterations and/or additional storey or storeys or structures as aforesaid which may be constructed by the Vora's and also for the aforesaid purpose to shift the present water tanks on the upper floors when so constructed and the Purchaser hereby consents to the same being done by the Vora's PROVIDED that as long as the Vora's do not in any way affect or prejudice the right hereby granted in favour of the purchaser, the Vora's shall always be entitled to sell, assign or otherwise deal with or dispose of his rights, title and interest in the said land and the building under construction and/or hereafter to be erected thereon.

(23) It is expressly agreed be the parties herein that as per the existing approved plans, layout plans and building plans there is a internal access of 8 meters width standing from the junction of 90' wide D.P. Road and between Building No. 4 and the boundary of the property adjoining to the Petrol Pump which is an access for Building No.5. The said access shall be extended as approveable by the local authority as per the rules and regulations as time being in force for the development of the additional portions of an additional area on the western end of the property behind Building No.5 which the said Voras are in possession and the said Voras are entitled to use the said access as stated earlier and the Purchasers shall not be entitled to raise any objection and/or obstruct and/or create any hindrance and/or stop etc. the Builders from using the said access in any manner that Builders deem fit

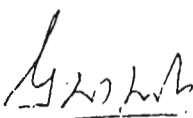
(24) It is specifically agreed that the said Voras shall have unrestricted and permanent right to grant Right of way/s or Access/es of


Veena G. Shah.

way Leave Permission/s from the said property to any person or persons, party or parties for granting such right of way/s, Access/es or Way Leave permission/s and that the conveyance shall provide covenant or covenants for Right of way or ways. Access or Accesses, Way Leave Permission/s granted in favour of such person/s or part/ies and that the Purchaser hereby agrees and covenants the said right of the Builders.

(25) If after the possession of the said premises offered to the Purchaser and any additions or alteration, in or about or relating to the said building or any part thereof are at any time required to be made by the Government, BMC or any statutory, public or local authority, the same shall be the responsibility of the Purchaser and all other Purchasers of the said premises in the said building and shall be carried out by the Purchaser and other aforesaid purchaser in the said building at their cost and expenses and the purchaser and other such Purchasers shall bear and pay the same in the proportion of the area of their respective premises and shall be liable for and shall bear all the consequences of delay or default in that behalf including any fine , penalty , action or proceedings and costs, damages and expenses or injury which may be occasioned in that behalf and the Purchaser shall bear and pay his share of contribution thereof immediately on demand. The Builders shall not be in any manner liable or responsible to carry out the said additions or alterations or any of them or for the aforesaid consequences or to bear, pay or contribute anything in that behalf.

26. The Purchaser of all the premises in the said building including the Purchaser of the premises of the said Voras component will form a co-operative society. The Purchaser agrees and undertakes to be a member of such co-operative society and this Agreement shall be treated as an irrecoverable application and consent to become such a member.


Veena G. Shah.

The Purchaser shall pay entrance fee and share monies to the promoter of the said Society for becoming members thereof. If the Purchaser of the premises do not take steps for formation of such Society then the Builders may at their option take such steps and in that case the Purchaser shall within one week from being called upon to do so by the Builders, time being of the essence, do execute and deliver to the Builders all acts, document and papers for or in connection with the formation and registration of such society and also hereby irrevocably consents to the Builders and/or said Vora's making additions and alterations in the application and all annexures or accompaniments thereto for or in connection with formation and registration of such co-operative society as the case may be, bye-laws or constitutions or rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser as may be required by the authorities concerned or as may be desired by the Vora's to protect the rights and interest of the Vora's and the purchasers agrees to be bound by the said additions and alterations and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interests of the Vora's may be injured, prejudice and endangered in any manner or likely so to be. It is clearly understood and agreed that the responsibility for formation and registration of the said society shall be of the purchaser and other purchasers and not of the Builders, notwithstanding anything done by the builders in that behalf. Failure to comply with provisions of these clause will render this agreement to come to an end and the money paid by Purchaser shall stand forfeited to the Builders.

(27) The Builders and the said Vora shall maintain a separate account entitled to Kalpavriksh Garden Building No. 1 for the purpose of dealing with the matters of deposits/outgoings pending

Handwritten initials/signature
V. C. S.

Handwritten signature
Veena C. Shah

formation of the proposed society hereinafter called, "the said Maintenance Account".

(28) The Purchaser shall regularly pay every month in the said maintenance account on account of the outgoing and expenses inclusive of those mentioned in the Fourth schedule hereto. The aforesaid payments are not final and exact and same shall be adjusted towards the final and exact amount to be decided by the Society to be formed by the purchasers of tenements in the said Building

(29) The Purchaser hereby agrees to contribute and/or pay his proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the Third Schedule hereunder written as and when the same is demanded, by the Builders till the formation of the Society when the said property is transferred to it.

(30) The Purchaser shall before taking possession of the said premises pay the following amounts in the said maintenance account to the Builders out of which amounts referred to in items (iii) and (iv) shall be paid in the said maintenance account

(i) Rs. 2,500/- /-

(Rupees Two Thousand Five Hundred Only Only).

to M/s. M. P. Savla & Co., towards their fees for this Agreement;

(ii) Total Rs. 2,500/- /-

(Rupees Two Thousand Five Hundred Only Only).

Veena G. Shah
Veena G. Shah

The cost of this agreement.

(iii) Total Rs. 5,000/- /-

(Rupees Five Thousand Only Only).

towards Non-refundable deposit as provided in clause 31 hereof;

(iv) Total Rs. 30,840/- /-

(Rupees Thirty Thousand Eight Hundred Forty Only Only).

per s. ft. per month towards deposit of Municipal taxes and maintenance charges for a period of 12 months as provided in clause 31 hereof;

*Shri
V. S.*

(v) Rs. Total Rs. 2,500/- /-

(Rupees Two Thousand Five Hundred Only Only).

towards professional charges for formation of co-operative society and for preparing Conveyance and other documents as provided in clause 33 hereof.

(vi) Rs. Total Rs. 17,990/- /-

(Rupees Seventeen Thousand Nine Hundred Ninety Only Only).

per sq. ft. built - up area towards Development Charges (add clause accordingly)

Total Rs. 61,330/- /-

Rs. 261/-

61,591/-

Veena G. Shah
Veena G. Shah.

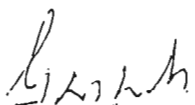
(Rupees Sixty One Thousand Five Hundred
Only Only).
az

1/11
1/11/11

31. The deposit referred to in (iii) of clause 30 hereof shall be towards and on account of proportionate amount of non-refundable deposits payable by the Builders to several authorities including for electric meter & water meter. On transfer of the said property to the Society the Builders shall write a letter to the authority concerned regarding the transfer of such deposits to the name of Society. If any balance remains with the Builders the same shall be paid over to the proposed society to the credit of the Purchaser.

32. The deposit referred to in (iv) of clause 30 hereof is towards deposit for payment of municipal taxes, maintenance charges, development charges and other expenses before taking possession of the said premises. The Purchaser shall, however, continue to be liable to pay monthly outgoings as provided in clause 42 hereafter. The Builders shall at their option be entitled to make payment of municipal taxes and other outgoings on behalf of the Purchaser out of the said deposit and the balance shall be transferred to the proposed Society to the credit of the Purchaser at the time of the transfer of the said property.

33. The deposit referred to in (v) of clause 30 hereof is towards professional charges for forming the proposed Co-operative Society for preparing Conveyance and other documents in favour of such proposed Co-operative Society from the Builders. The Purchaser shall over and above the deposit of the said professional charges also pay on demand stamp duty and registration charges, if any, payable on the transfer documents to be executed in favour of such society and/or any additional professional charges payable for the same. The Builders shall not be

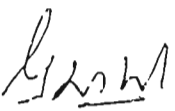

Veena G. Shah.

liable to bear any costs or expenses. All such documents shall be prepared by M/s. M.P.Savla & Co., Advocates and Solicitors. And the Conveyance to be executed shall be as such terms and conditions, the Builders and Promoters deem fit.

34. The Purchaser shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of or part with possession of the said premises or part thereof nor assign, let or part with his interest under or the benefit of this Agreement or any part thereof till all his dues of whatsoever nature owing to the Builders are paid and only if the Purchaser has not been guilty of breach of or non-compliance with any of the terms and conditions of this Agreement and until he obtains previous consent in writing of the Builders.

35. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement.

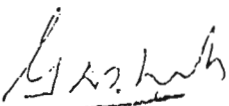
36. If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the Builders any of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement within the time herein specified or if the purchaser shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to the Builders shall be entitled to re-enter upon and resume possession of the said premises and of everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amount already paid by the purchaser shall have, except as herein provided no claim for refund or payment of the said earnest money and/or the other amount already paid


Veena G. Shah

by the Purchaser or any part thereof and the Purchaser hereby agrees to forfeit all his right, title and interest in the said premises and all amounts already paid except as herein provided and in such event the Purchaser or his nominee or nominees shall also be liable to immediate ejections as trespassers and the right given by this clause to the Builders shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Builders against the Purchaser PROVIDED THAT if the Agreement is terminated by the Builders in pursuance of this clause the Builders shall also be entitled to sell and dispose off the said premises to any third party at the risk of the Purchaser and to appropriate and forfeit the purchase price and/or the amount paid by the Purchaser to the Builders.

37. The said building shall always be known as "Kalpavruksh Garden" and the name of the Co-operative Society to be formed shall always bear the name i.e. Kalpavruksh Garden Co.Op. Hsg. Soc. and this shall not be changed without the written permission of the Builders.

38. Only after the entire property i.e. more particularly described in the first, second, third and fourth Schedule hereunder written is developed, all FSI consumed and all benefits of TDR, FAR, floating FSI etc. available as per rules and regulations time being in force and utilized and exploited and after the Society is registered and only after all the premises in the said building have been sold and disposed off and after the Builders have received in full the dues payable to them under the terms of this Agreement and under the Agreements between the Builders and the said Voras with various purchasers the Builders will cause the owners through the said vora to execute or cause to be executed Conveyance without obtaining sub-division thereof or lease in perpetuity of the aliquote part being the building site NO.4 admeasuring 615.05 sq.mt. plinth area upon which the building will stand in favour of the society. The said


Veena G. Sheth

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Sector-B)

All those separate three portions forming part of the larger property hereinabove referred to and falling in Sector B thereto admeasuring 12799.80 sq. mts.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of the Building Site No.4)

All these building consisting of two wings of ground plus twelve part floors now known as Kalpavruksh Garden Building No.1.

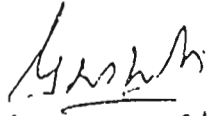
THE FIFTH SCHEDULE ABOVE REFERRED TO:

(A) Common areas and facilities :

1. Staircase and Lift Wells;
2. Top Terrace;
3. Septic Tanks;
4. Over head and suction water storage tanks;
5. Electric Meter Room;
6. Pump Room
7. Society Office Room;

(B) Limited areas which are not allowed to be used:

1. Terraces attached to a particular flat;
2. Parking Space under stilt except allotted to a particular tenement purchaser;
3. Parking space in open/general except allotted to a particular tenement purchaser;


Veena G. Shah.

the concerned Sub-Registrar within two months from the date hereof and intimate registration number thereof to the Builders whereupon the Builders shall within the prescribed time attend the Sub-Registrar's office and admit execution of this Agreement.

IN WITNESS WHEREOF the Builders Project manager and the Purchaser have hereunto subscribed their respective signatures hereto on the day, month and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the First Property)

All those pieces or parcels of land admeasuring 24,732.65 square meters situated, lying and being at Kandivali (West) and bearing Survey No.163 (part) and C.T.S. No. 128/B (part) of Village Kandivali, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Second Property)

ALL THAT piece and parcel of land admeasuring 6050.70 sq.mtrs or thereabouts (comprised of 670 sq.mtrs. or thereabouts under R-Zone and 5380.70 sq. mtrs affected by reservation of D.P. Road as per sanctioned Development Plan) bearing Survey No.163 (pt.) , CTS No. 128/B (pt.) (originally forming part of CTS 128-A and being a part of land more particularly described in the First Schedule hereinabove mentioned) of Village Kandivali, Taluka Borivali In the Registration District of Mumbai, and Sub-District of Mumbai Suburban.

Veena G. Shah

(Rupees Two Thousand Five Hundred Seventy Only
_____ only) per month on account of and towards

payment of the aforesaid outgoings maintenance charges and taxes from the date of the possession being offered to the Purchaser until the property is transferred to a Co-operative Society. The Builders shall be entitled to claim enhanced amount towards monthly payment of outgoings, maintenance charges and taxes if the total outgoings payable exceed the amounts payable by the Purchaser as provided herein.

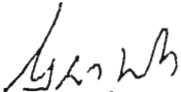
43. In the event of any portion of the said building site No.4 being required by the BSES for putting up an electric sub-station, the Builders shall be entitled to give such portion to the said BSES or any other body for such purpose on terms and conditions as may be agreed by the Builders.

44. In the event of any portion of the said building site being notified for set back prior to the transfer of the property to a Co-operative Society the Builders alone shall be entitled to receive the amount of compensation and/or FSI for setback land.

45. The Builders and the said Voras shall hand over possession of the said Building Site the Co-operative Society to be formed by all the purchasers, upon all the tenements having been sold and the Builders and the said Voras having received full purchase price from all the purchasers.

46. It is specifically agreed that stamp duty and registration charges and other out of the pocket expenses in respect of this Agreement shall be borne and paid by the Purchaser alone.

47. The Purchaser shall present this Agreement for registration with


Veena G. Shukla

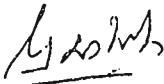
Conveyance will not include open car parking space which do not form part of the building site. All cost and expenses, including legal fees, stamp duty, registration charges etc. shall be bourn by the purchaser or the society.

39. All letters, receipts and/or notices issued by the Builders and dispatched under certificate of posting to the address of the Purchaser be sufficient proof of receipt of the same by the Purchaser and shall fully and effectually discharge the Builders.

40. The Purchaser shall himself take the steps at his own cost for getting this Agreement registered with the Sub-Registrar of Assurances Bandra and the Builders shall attend to the office of the Sub-Registrar of Assurances, Bandra for admitting execution upon receipt of the information in writing from the Purchaser. The Purchaser will bear and pay the costs of registration charges, stamp duty etc. The Purchaser shall lodge this Agreement for registration within one month from the date hereof. Till this Agreement is registered, the Builders shall not be bound to hand over possession of the said premises to the Purchaser.

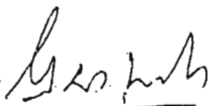
41. The deposits and moneys paid by the Purchaser in the said maintenance account as provided herein shall be transferred from the said maintenance account only to the Co-operative Society after deducting the costs, charges and expenses and such deposits shall bear no interest from the day they are paid till the day they are transferred hereinabove mentioned.

42. The Purchaser agrees and undertakes to pay to all outgoings, maintenance charges and taxes allocable to the said premises proportionately and on that account shall pay to the builders every month a provisional sum of Rs. 25701- /-


Veena C. Shah

THE SIXTH SCHEDULE ABOVE REFERRED TO:

1. The expense of maintaining, repairing, redecorating etc. of the building and in particular the roof, gutters and rain water pipes of the building and water pipes and electric wires, in under or upon the buildings or enjoyed or used by the Purchaser in common with the other occupiers of their respective flats and garages and the main entrance passages, landings and staircases of the buildings as enjoyed by the Purchaser used by him in common as aforesaid and boundary walls of the buildings, compounds, terraces, etc.;
2. The costs of cleaning and lighting the passages, landings, staircases and other parts of the buildings so enjoyed or used by the Purchaser as aforesaid;
3. Maintenance of the compound;
4. The costs of decorating the exterior of the building;
5. The costs of the salaries of clerks, bill collectors, sweepers, watchmen etc.;
6. The costs of working and maintenance of water pumps, lifts, water connections, lights and other services;
7. Municipal and other taxes;
8. Insurance of the building;
9. Legal expenses and other professional charges and incidental costs to be incurred;
10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building;
11. Deposit like electric meters, water meters and use of M.C.G.B. Road.


Veena G. Shah

SIGNED and DELIVERED by the)

For Sadguru Associates

Withinnamed : Builders)

Partner

M/s. SADGURU ASSOCIATES)

In the presence of.....)

SIGNED and DELIVERED by the)

Withinnamed : PURCHASER)

Shri Girish K. Shah.)

Smt. Veena Girish Shah.)

in the presence of.....)

Girish K. Shah
Veena G. Shah

R E C E I P T

RECEIVED of and from the withinnamed)

Purchaser/s Shri/Smt/Ms. Girish K. Shah.)

Smt. Veena Girish Shah.)

the sum of Rs. 200,000/- /- (Rupees Two Lacs)

Only.) only))

vide Cheque No. 359578 dated 24.12.05)

drawn on Bank of Baroda)

Vile Parle (E) branch)

being the part consideration within mentioned to be paid by)

him / her / them to us on or before the execution of this)

Agreement.)

WITNESSES :

WE SAY RECEIVED

FOR M/S. SADGURU ASSOCIATES

Partner

OFFICE OF THE
EX. ENGR. BLDG. DEPT. (W.S.) R & P. WARD
KANDIVALI/WEST, MUNICIPAL BLDG.
DNIP-7611-96-5

346
Form
88

THIS T.O.D. (C.C.) IS ISSUED SUBJECT
TO THE PROVISIONS OF URBAN LAND
CEILING AND REGULATIONS ACT 19
in replying please quote No. and date of this letter.

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

No. E. B./CE/ A-2998/BP(RS)/AR of 199 -199

MEMORANDUM

Municipal Office,

Shri Mahendra J. Vora
C.A. to Owners/Shri V.G. Nagpal &
Shri G. Rodrigues.

Mun 82 AUG 2002

With reference to your Notice, letter No. 337 dated 23.05.2002 and delivered on
..... 199..... and the plans, Sections Specifications and Description and further particulars
and detail of your building at Proposed bldg. No. 42 on Subplot 'B' bearing C
No. 128/B-1 to 128/B-4 of Village Kandivali at Mahavir Nagar, Kandivali
furnished to me under your letter, dated 199..... I have to inform you that I cannot approve
of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you,
under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval
by thereof reasons :-

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

1. That the C.C. under Sec. 44(69)(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27)
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specification for layout/D.P.road/or access roads/development of setback land will not be obtained from E.E.Road Construction(W.S.) Z-IV before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D) of W.S.Z-IV before submitting B.C.C.
5. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3)(ix)) will not be submitted by him.
6. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
7. That the sanitary arrangement for workers shall not be provided as per Munl. Specifications, and drainage layout will not be submitted before C.C.

() That proper gutters and down pipes are not intended to be put to prevent water dropping from the eaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 21st day of 199, but not so as to contravene any of the provision of the said Act, as amended, aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals,
Zone, Wards.

SPECIAL INSTRUCTIONS.

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

(2) Under Section 68 of the Bombay Municipal corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :—
" Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be—

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street."

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

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

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

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

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (a) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

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

Attention is drawn to the notes Accompanying this Intimation of Disapproval

96

2 AUG 2002

8. That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/E.E.L. & C./E.E.D.P./D.I.L.R. before applying for C.C.
9. That the Registered Undertaking 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 certificate will not be obtained from Ward Officer that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
10. That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
11. That the requirements of N.O.C. of E.E. (S.W.D.), will not be obtained and the requisition will not be complied with before occupation certificate / B.C.C.
12. That the qualified/registered site supervisor through Architects / Structural Engineer will not be appointed before applying for C.C.
13. That extra water and sewerage charges will not be paid to A.E.W.W.R./South Ward before C.C.
14. That the N.O.C. from A.A. & C. (R/South) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
15. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
16. That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.
17. That the regd. u/t. from the developer to the effect that meter cabin, Stilt Portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
18. That the development charges as per M.R.T.P. Act (Amendment) Act shall not be paid.
19. That the C.T.S. Plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.
20. That the provision from B.S.E.S./ M.T.N.L. shall not be made.
21. That the conditions mentioned in the release letter of E.E.L.P. under no. CHE/7945/D/W3 dt. 15.2.1994 will not be complied with.
22. That the P.C.O. Charges shall not be paid to Insecticide Officer before requesting for C.C.

23. That separate P.R.C. for setback in the name of M.C.G.M. shall not be submitted before requesting balance F.S.I.
24. That the proportionate sewerage line charges as worked out by Dy. Chief Engr. (Sew. Plg.) will not be paid in that office before C.C.
25. That the Janata Insurance Policy shall not be submitted before C.C.
26. That the true copy of the sanctioned layout/subdivision/amalgamation approved under No. CE/1045/LUP dl. alongwith the I & D thereof will not be submitted before C.C. and compliance thereof will not be done before C.C. such as construction of Road, S.W.D. and compound wall.
27. That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
28. That bank guarantee for built up accommodation and for P.H. handing over tenements shall not be submitted.
29. That agreement in consultation with legal department for handing over of tenement and built up accommodation shall not be executed and final copy of executed agreements shall not be submitted.
30. That the Regd. u/t. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
31. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
32. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
33. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
34. That the registered agreement with the prospective bank agreement to occupy the bank portion will not be submitted before C.C.

B CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

1. That the plinth height shall not be got checked by this office staff.
2. That the water connection for construction purposes will not be taken before C.C.

22 AUG 2002

3. That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved before C.C.
4. That the permission for constructing temporary structure of any nature shall not be obtained.

C- GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

1. That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.6.1978.
2. That 10'-0" wide paved pathway upto staircase will not be provided.
3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
4. That the name plate/board showing Plot No., Name of the E.R. etc. will not be displayed at a prominent place before O.C./A.C.C.
5. That carriage entrance shall not be provided before starting the work.
6. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
7. That the non-agricultural permission/revise N.A. shall not be submitted before occupation.
8. That terraces, sanitary blocks, naharis in kitchen will not be made water proof and same will not be provided by method of ponding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
9. That final N.O.C. from H.E. (Deptt.) / E.E. (S.W.D.) / E.E. (R.C.) / E.E. (T.&C.) / E.E. (sew) / Lift Inspector shall not be submitted before occupation.
10. That final N.O.C. from A.A. & C. R/South shall not be submitted before occupation.
11. That the conditions mentioned in the clearance under no.C/ULC/Sec-20/D-III/B-351 dated 14.9.2001 obtained from Competent Authority under U.L.C. & R. Act 1976 shall not be complied with.
12. That Structural Engineer's stability certificate along with R.C.C. design canvas plan shall not be submitted.
13. That the 10% flats as per release letter from E.I.D.P. under no.CHE/7945/DPWS dated 15.2.94 shall not be handed over before asking for occupation/B.C.C.

14. That the debris shall not be removed before submitting I.C.C.
15. That co-op. society of the prospective purchaser shall be formed and regd. certificate to that effect shall not be submitted before B.C.C.
16. That canvas mounted plans shall not be submitted along Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
17. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of office with a provision of safe and stable ladder.
18. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
19. That some of the drains shall not be laid internally with pipes.
20. That the laminated copies of Architect's B.C.C., Structural Engineer's stability certificate and Site Supervisor's completion certificate shall not be submitted.
21. That bore well shall not be provided.

D - CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under Sec. 270A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of supply.

THIS I.O.D. /C.C. IS ISSUED SUBJECT
TO THE PROVISIONS OF URBAN LAND
CEILING AND REGULATIONS ACT 1970

DKC:\A2998

Mishra
22/8/02
EXECUTIVE ENGINEER,
BUILDING PROPOSAL

22 AUG 2000

No. EB/CE/ A 2998 /BSP(VS) /A/R.

NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained 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 flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 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 Municipal 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 deposited over footpaths or public street by the owner/ 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 approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer streer connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No _____ of _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Mumbai 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 submission 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 Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment
- (18) The compound wall or fencing should be constructed clear of the road widening line with top surface level of bottom of road side drain without obstructing flow of rain water from adjoining holding 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

- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 234 of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proper 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 234 of the Maharashtra Regional and Town Planning Act, 1966. (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances the work as per approved plan should not be taken up in hand unless the City Engineer is satisfied with the following:-
- (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved 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 case of extension to existing building, blocking of existing windows of rooms deriving light and air from sides should be done first before starting the work.
- (23) In case of additional floor no work should be started during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over hand storage work above the finished level of the terrace shall not be more than 100 mm.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the balconies and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of cast iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and nut and a screw highly serving the purpose of a lock and the warning pipes of the ribbet pretensed with screw or dome shaped pieces (like a garden man rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently accessible 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 attached and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles and not the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required 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 required under Section 234-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

TB
TO
CE

COPY TO LICENSED SURVEYOR/OWNER

M. Shinde
21/8/02
EXECUTIVE ENGINEER
BUILDING PROPOSAL (W.B.)

Office of the
Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward
Dr. Bahadur Ambedkar Market Bldg.
Kandivli (West), Mumbai-400 061

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

BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")
NO. CHE / A-2998 /BP (WS) /AP /AR

COMMENCEMENT CERTIFICATE

17 OCT 2002

To,
Shri M.J. Vora
C.A. to Owner

Sir,

With reference to your application No. 6611 dated 23-05-2002 for
Development Permission and grant of Commencement Certificate under section 45 & 69 of the
Maharashtra Regional and Town Planning Act 1966, to carry out development and building
permission under section 348 of the Bombay Municipal Corporation Act 1908 to erect a
building to the development work of Residential Bldg.No.4
C.T.S. No. 128/B/1, 128/B/2, 128/B/3 & 128/B/4
at premises at Street Mahavir Nagar
Village Kandivli Plot No. B
situated at Kandivli (West) Ward R/South

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal commissioner for Greater Mumbai is contravened or not complied with.
 - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The condition 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 M.S. Shukla
Assistant Engineer to exercise his powers and functions of the Planning
Authority under section 45 of the said Act.

This C.C. is restricted for work upto Plinth(Pt.)+Stilt(Pt.)Slab level of
Wing A & B

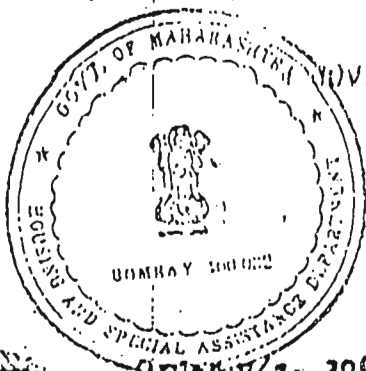
For and on behalf of Local Authority
Brihanmumbai Mahanagarpalika

CERTIFIED TRUE COPY

H. A. MISHRA, B. E., M. I. C. E.
MUNICIPAL COMMISSIONER

Ass. Engineer, Building, Proposal (West. Sub.)
'P' & 'R' Wards
FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI



GOVERNMENT OF MAHARASHTRA

HO.ULC-1009/(1203)/D-111
Housing and Special Assistance
Department,
Mentrelaya, Bombay-400 022.

Dated the 20th October, 1969.



Order No. 20(1)(a) of the Urban Land (Ceiling and
Control) Act, 1976.

WHEREAS Shri A.W. Pereira and others of Bombay,
legal heirs of the late Shri J.S. Pereira, hold vacant
plots in excess of the ceiling limit in the limits of
Urban Agglomeration, the details of which are
given in the schedule hereto appended.

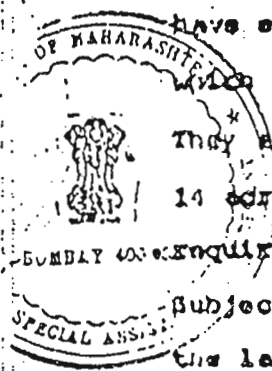
AND WHEREAS the landholders had applied for grant
of exemption u/s. 20 of the ULC Act, 1976 in the year
1977 for construction of houses for the economically
weaker sections of society on the surplus land held
by them, in accordance with Government of Maharashtra's
orders.

AND WHEREAS Government of Maharashtra had decided
in principle on 5th January, 1978 to grant exemption u/s. 20
permitting the landholders to develop their residual surplus
vacant land from S.No. 163 of Kaddivali for construction of
flats for the economically weaker sections of society,
subject to their surrendering to Government at ULC price,
57 acres of land which had been notified for acquisition
under the Land Acquisition Act prior to the coming into
force of the ULC Act, 1976.

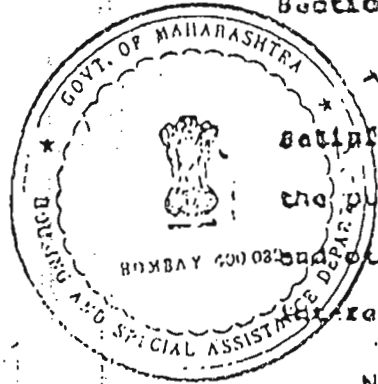
Government's decision in this regard was communicated
to the landholders vide letter HO.ULC-1077/10X7, dated
11th January, 78.

[Signature]
[Illegible text]

AND WHEREAS in pursuance of a decision of Government to permit the landholders to develop their residual holding from S.No.163 at Kandivall in consideration of their surrendering 57 acres of land at U.L.C. price to be utilized by Government of Maharashtra for its Public Housing Program through the MHADA, the landholders have earlier surrendered approximately 43 acres of land which has been utilized for Public Housing by MHADA. They are now being required to surrender an additional 14 acres of land, thereby meeting in full Government's requirement of land for its Public Housing Programs. Subject to surrender of the additional area of 14 acres, the landholders are permitted to develop the remaining land for construction of dwelling units for the Weaker Sections of Society.



AND WHEREAS the Government of Maharashtra is satisfied that, having regard to the location of land, the purpose for which the land is proposed to be used and other relevant factors, it is necessary in the public interest so to do.



NOW, THEREFORE, in exercise of the powers conferred upon it by Sec.20(1)(a) of the ULC Act, 1976 and after having recorded in writing the reasons for making this order, Government of Maharashtra hereby exempts the surplus vacant land as per the details given in the schedule hereto appended from the provisions of Chapter-III of the Urban Land Ceiling Act, 1976, subject to the following conditions;

viz;

- 1) The landholders shall surrender to the State

J. S. /

1976, 1977 200 202

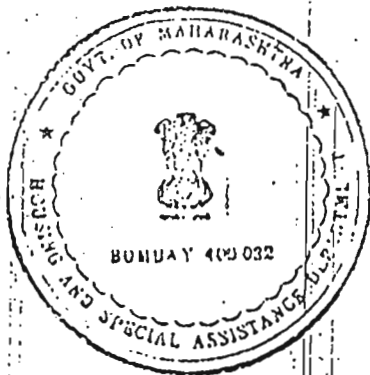
Government an additional area of 16 acres of land, exclusive of D.V. Roads and U.P. reservations other than Public Housing at U.P.C. price, whereby the total land surrendered by them to Government for Public Housing shall come to exactly 57 acres;



2) The residual surplus vacant land held by the landholders shall be used principally for construction of residential tenements with a plinth area of upto 50 and 80 sq.mtrs. in equal numbers and such other ancillary users as are permissible in accordance with the sanctioned Development Plan and the Development Control Rules in force at the relevant time. The landholders shall make full utilization of the permissible Floor Space Index of the exempted land for the purposes permissible vide this exemption order.

The landholders shall commence construction of residential tenements on the exempted land within a period of 18 months from the date of this exemption order and shall complete construction on the exempted land within a period of 8 years from the date of this exemption order, failing which the exemption shall stand withdrawn. The landholders would be at liberty to undertake development on the exempted land in a phased manner, subject to 30% of the residential tenements being completed within a period of 4 years from the date of this exemption order, 70% within a period of 6 years from the date

of this order and 100% of the tenements within a period of 8 years from the date of this exemption order. If only part of the surplus vacant land is utilized by the landholders and a part remains vacant at the end of the stipulated period of 8 years or if the buildings on part of the land are at an incomplete stage at the end of 8 years, the exemption for the part which remains vacant or on which the buildings are incomplete shall stand withdrawn unless extension in time is granted by Government. Once the exemption is withdrawn, the provisions of Chapter-III of the U.L.C. Act, 1976 would become applicable to such land.



- 4) The quality of construction shall not be inferior to the specifications laid down in the guidelines of 22nd August, 1966. The actual construction and the quality of construction shall be subject to the building regulations of the Bombay Municipal Corporation and such other conditions as may be imposed by the Bombay Municipal Corporation, Town Planning Authorities and other statutory bodies.
- 5) All lands under Development Plan reservations except land designated as Public Housing and D.P. Roads as well as reservations prescribed by the M.M.C. in the lay-out for various public utilities and also internal roads (in case these are to be transferred as per the U.L.C. requirements) shall be surrendered by the landholders to Govt. of Maharashtra/Bombay Municipal Corporation, without charging any monetary consideration, whenever

.../-

4-10-76, 442/200...

called upon to do so by the State Govt. and in any case before the Occupation Certificate is obtained for the last building to be constructed on the exempted land. Internal roads shall be brought up to the standards laid down by the D.M.C. before they are transferred. The landholders shall be entitled to claim the entire benefit of P.W. or D.P. roads and any other non-monetary benefit that Government may be pleased to approve for surrender of land affected by D.V. reservations.



- 6) The landholders shall allot only one dwelling unit to a family as defined in Sec.2(f) of the U.L.C. Act, 1976.
- 7) The landholders shall be required to surrender 10% of the residential tenements for allotment to persons nominated in this behalf by the State Govt. at prices to be fixed by the State Government. In case the landholders construct tenements of different sizes, the 10% surrender shall be made proportionately from different size groups in order that the flats surrendered to Government.
- 8) Re-sale of dwelling units shall be prohibited for a period of 5 years after the first transfer is made by the landholders in favour of the purchaser.
- 9) A person shall not be entitled to purchase a flat from this scheme if he/she or any member of his/her family owns a dwelling unit in the Bunday

...6/-

गुणित
BUNDAY, 400082

Urban Agglomeration. The landholders shall obtain from the intending purchaser an undertaking to this effect.

10) The selling price of residential tenements constructed on the exempted land shall not exceed Rs. 250/- per sq. ft. of plinth area (Rs. per sq. meter). However, as provided in Government Resolution No. ULC-1000/1790/D-1111 dated 19.8.1960, the landholders would be at liberty to transfer dwelling units to members of one or more cooperative housing societies to be promoted by them/their nominees on such terms and conditions as may be mutually settled between them.

11) The landholders shall not transfer the exempted land (with or without buildings thereon) or any part thereof to any other person, except for the purpose of mortgage in favour of any financial institution as specified in Sec. 19(1) of the U.L.C. Act for the purpose of raising finance for the execution of this project. Breach of this condition shall render the exemption order liable to revocation. However, this condition shall cease to apply once the exempted land is developed either completely or in stages in accordance with terms and conditions of this exemption order. It shall then be lawful for the landholders to transfer built-up space along with non-vacant land to the purchaser(s).

12) The area required to be kept open according to the U.C. rules and the building regulations of the U.C., Town Planning Rules and other statutory



regulations shall always be kept open. In case there is a change in such rules in future whereby additional construction becomes possible, the landholders may undertake construction strictly in accordance with such revised rules.



- 13) The landholders shall submit returns once in every six calendar months to the Additional Collector and Competent Authority, U.L.C. Bombay, indicating the physical progress of construction on the exempted land. The first such return shall be furnished on 30th June, 1990. If at any time the State Government is satisfied that there is a breach of any of the conditions mentioned in this order, it shall be competent for the State Government to withdraw by an order the exemption granted in terms of this order. Provided that, before making any such order, the State Government shall give the landholders/their nominees a reasonable opportunity to represent against the proposed withdrawal.
- 14) When any such exemption is withdrawn or decided to be withdrawn under these conditions, the provisions of Chapter-III of the ULC Act, 1976 shall apply to the land as if the land had not been exempted under this order.
- 15) It shall be lawful for the State Government the Additional/Deputy Collector and Competent Authority, ULC Bombay or any person specially

...U/-

- 6 -

authorized by the State Government in this behalf to enter upon the exempted land, to inspect and check development, material and construction work, to call for, inspect and check the books of account of development, construction and disposal of tenements.

16) It shall be permissible for the landholders to construct separate buildings for flats to be surrendered to Government nominees, subject to such buildings conforming to basic P.W.D. standards and provision of minimum amenities as specified in G.O.No.HWS-10%/1083/167/XIV dated 22.11.1983. In case this requirement is not met, the State Government would be at liberty to take flats for Government nominees from the buildings constructed for members of the public. It shall also be permissible for the landholders to sell more than one flat to individual companies, Corporations, Organisations and institutions in both the public and the private sectors for use as staff housing for their employees.

17) Government of Maharashtra reserves the right to alter any of the conditions of this exemption order in case it considers it necessary in the public interest to do so.



SCHEDULE

Details regarding the applicants and the vacant land possessed by them for which exemption is sought and hereby granted w/s 30(1)(a) of the Urban Land (Ceiling & Regulation) Act, 1976

1. Name and address of the persons holding the vacant land. : Shri A.W. Pereira and others
2281, Domni Road,
Kantawadi Scheme, Dandora,
Bombay 400 050
2. Status of the persons : Individuals.
3. Number and date of the application. : Letter dated 2nd August,
1977 addressed to the
General Administration
Department.
4. Name of the Urban Agglomeration in which land for which exemption is sought is situated. : Greater Bombay
5. Description of the property for which exemption is sought
a) District, Taluka, Village: S.No.163, Village Kandivali,
and S.No. Tal. Borivali, Bombay
Suburban District.
6. Total area of holding : 6,35,576 sq.mtrs.
(approximately 157 acres)
7. Land to be surrendered to Government for allotment to M H A D A : a) Handed over on 14.10.1980
1,73,789.02 sq.mtrs.
(42.94 acres)
b) To be now handed over
14.06 acres
(56,884 sq.mtrs.)
8. Purpose for which residual area, is now being exempted : Principally for construction
of residential tenements
with a plinth area of upto
50 and upto 80 sq.mtrs. in
equal numbers and other
ancillary users permissible
as per the sanctioned Develop-
-pment Plan and D.C. Rules
in force at the relevant time.



(ASHOK LAL)

Deputy Secretary to Government.

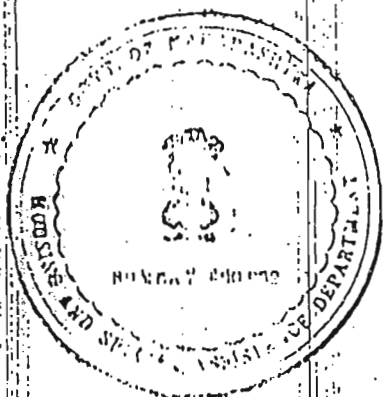
Shri A.W. Pereira & others,
Through their Constituted Attorney
M/s Conwood Agencies Pvt.Ltd.,
210 Mittal Tower "A" Wing, 3rd floor,
Nariman Point,
Bombay 400 021.

7/8/77
Housing and Special Assistance Department

Copies to :- 2/-

Copies to :-

1. Additional Collector and Competent Authority, Urban Land Ceiling, Greater Bombay.
2. The City Engineer, Bombay Municipal Corporation, Bombay.
3. The Vice President & Chief Officer, Bombay Housing & Area Development Board, Griha Nirman Bhavan, Bandra, Bombay. He is requested to kindly arrange for demarcation on site and taking over physical possession of an additional 14.06 acres (approximately) of land, exclusive of D P roads and D P reservation other than Public Housing, from the landholders, taking the total land surrendered by the landholders to exactly 57 acres i.e. 2,30,673 sq.mtrs.
4. Select file.



O/C

ISSUED

25/10/87
 20/10/87
 20/10/87

No.REV 1091/(3915)/D-XII,
Housing and Special Assistance
Department,
Mantralaya, Bombay-400 032.

Dated the :

18 OCT 1991



Smt. Verna Jovita Nagpal,
Fair Lawns,
48, 1st Street,
Cyril Road, Bandra,
BOMBAY-400 050.

Sub : Development of surplus vacant land
bearing S.No.163pt., CTS No.128pt, Kandivali
Village, Tal.Borivali, B.S.D. - Order bearing
No.ULC 1089/(3285)/D-XIII, dt. 20-10-1989.

Madam,

Please refer to the revision application filed by you under section 34 of the Urban Land (Ceiling and Regulation) Act, 1976 on the 7th December, 1990 against the 8(4) order bearing No.C/ULC/6(1)/SR-XIII-377 issued by the Additional Collector and Competent Authority, Urban Land Ceiling, Greater Bombay u/s 8(4) of the Urban Land Ceiling Act, 1976 on 31st October, 1980 and Competent Authority, Bombay's subsequent communication dated 29th October, 1990.

2. From the documents furnished by you, it is observed that land admeasuring 24,732.70 Sq.Mtrs. held by you at S.No.163 pt, CTS No.128 pt, Village Kandivali, Tal.Borivali, B.S.D. is a part and parcel of the land held by the Late J.S.Pereira's family which has been exempted u/s 20 of the Urban Land Ceiling Act, 1976 vide Govt. Order No.ULC 1089/(3285)/D-XIII, dt.20.10.1989. Your request to allow you to develop land held by you on the same terms and conditions on which the land held by the Late Pereira has been exempted, is examined by Govt. Since 57 acres of land has been given by the original landholder to the Maharashtra Housing and Area Development Authority, your land forms part of the land which has been allowed to be developed by the Late Pereira family. Since you have furnished no objection from developers to the original landholder, your request to allow you to develop your land on the same terms and conditions on which the land held by the Late Pereira has been agreed to by Govt. subject to the condition that 57 acres land allotted to the Maharashtra Housing and Area Development Authority will remain in tact in any circumstances and any portion of the said land will not be claimed by the original landholders.

.. 2/-

3. A copy of the exemption order issued in the case of the
Shri A.W. Pereira is forwarded herewith.



Yours faithfully,

(S.S. YADWANKAR)

Deputy Secretary to Government.

Copy forwarded to :-

- 1) The Additional Collector and Competent Authority,
Urban Land Ceiling, Bombay.
- 2) The Deputy Chief Engineer (D.P.) / Gr. Bombay Municipal
Corporation, Bombay.
- 3) The Vice-President and Chief Executive Officer,
Maharashtra Housing & Area Development Authority, Bombay.
- 4) Shri A.W. Pereira and Others,
C/o. M/s. Conwood Agencies Private Ltd., 210, Mittal Tower,
'A' Wing, 3rd floor, Nariman Point, Bombay-400 021.
- 5) Copy for Select File - D-XIII.

Rs. 1610.

AmexUR A

No.C/ULC/D.III/SEC.20(NGL)/
SR-VIII-1140

Office of the
Additional Collector &
Competent Authority,
(U.L.C.), Gr. Bombay,
New Administrative Building.,
10th Floor, Opp. Mantralaya,
Bombay: 400 032.

Dated: 14.10.1992.

C O R R I G E N D U M

READ: 1) Govt. in HSAD's exemption order No.ULC.1089/(3285)/
D.XIII, dated 20.10.89.

PREAMBLE:

Exemption u/s.20(i)(a) of the U.L. (C&R) Act, 1976, was granted to you by the Government in Housing and Special Assistance Dept. vide its exemption order referred to at Sr.No.1 above, for the property bearing S.No.163 of village Kandivli, Taluka Borivli in B.S.D. exempting the residential area excluding the land to be surrendered to Government for allotment to MHADA (a) Handed over on 14.10.80 area ~~ix77~~ 1,73,789.02 sqms. (42.94 acres) (b) To be now handed over 56,884.00 sq.ms. (14.06 acres) out of total holding area of 6,35,576.00 sqms. for construction of residential tenements on residential area with a plinth area of upto 50 sqms. and upto 80 sqms. in equal numbers.

Now, your C.A. M/s. Conwood Agencies Pvt.Ltd. vide their application dt. 3.8.92, has requested this office to issue corrigendum to the said exemption order dt. 20.10.89, by which Government has granted exemption u/s.20(i)(a) of the U.L. (C & R) Act, 1976. The reason specified in application is that, the total holding area considered in the exemption order is 6,35,576.00 sqms. instead of 6,57,145.70 sqms. as per fresh P.R. Cards of CTS No.128A, 128/1 to 36 corresponds to S.No. 163 of village Kandivli. After verification of the documentary evidence on record, the request of the landholders CA is found to be genuine.

..2/-

In the circumstances stated above and as per the powers entrusted with me, I, the undersigned, modifies the item No.5(a) and item No.6 of the schedule appended to the exemption order dt. 20.10.89, as under :

| Sr.No. | Particulars | For | Read. |
|--------|-------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------------------|
| 1. | Item No.5(a) of the schedule. | S.No.163, village Kandivli, Taluka Borivli, Bombay Suburban District. | S.No.163 i.e. CTS 128A, 128/1 to 36, village Kandivli Tal. Borivli in B.S.D. |
| 2. | Item No.6 of the schedule. | 6,35,576.00 sqms. (approximately 157 acres.) | 6,57,145.70 sq.ms. (approximately 162.42 acres) |

All other conditions of the exemption order dastd 20.10.89, shall remain unchanged.

Sd/-
(S.B. Dharmadhikari.)
Additional Collector & C.A.,
(U.L.C.), Gr.Bombay..

Shri. A.W.Pereira and others,
legal heirs of the late Shri.J.S.Pereira,
C/o.M/s.Conwood House, Yashodham,
Gen.A.K. Vaidya Marg, Bombay.400 062.



भा. सा.भा.भा. दि. 18-2-1992
 न.न.भा. दि. 24-4-1992
 न.न.भा. दि. 29-4-1992
 त.भा.भा.भा. दि. 18-2-1992
 त.भा.भा.भा. दि. 18-2-1992
 त.भा.भा.भा. दि. 18-2-1992
 त.भा.भा.भा. दि. 18-2-1992
 त.भा.भा.भा. दि. 18-2-1992
 त.भा.भा.भा. दि. 18-2-1992
 त.भा.भा.भा. दि. 18-2-1992

6838

Amey V K A

No. C/ULC/D-III/Suc-20/H-351
Office of the
Additional Collector and Competent
Authority (U.L.C.) Gr. Mumbai
Administrative Building, 5th floor,
Near Chhatra College, Bandra Colony
Bandra (E) Mumbai- 400031
Date :- 28.11.2000

C O R R I G E N D U M

- READ :-
- 1) Government in Housing and Spl. Asstt. Department E.O. bearing No. HNV-1091/(3915)/D-XIII dated 18.10.1991.
 - 2) Government in Housing and Special Asstt. Deptt E.O. bearing No. 1091/(1283)/D-XIII dated 20.10.1989
 - 3) Government in Housing and Special Asstt. Department's Marathi G.R.No. HJK-1093/6182/HJKO dated 15.10.1997
 - 4) Applications from Shri. Mahendra J. Vora dated 18.2.2000 and 10.10.2000
 - 5) Application from M/s. Ronuka Builders-Developers Pvt. Ltd dated 25.9.2000

Government in Housing and Special Assistance Department has issued Exemption Order under section 20 of the Urban Land Ceiling and Regulation Act, 1976 on 18.10.1991 in favour of Sat. Vidya J. Hargal for the property bearing Survey No. 163 pt, CTS No. 128 pt of village Kandivli, Taluka Borivli exempting the S.V.L. area 24.732.70 Sq.Mtrs on the same terms and conditions of the E.O. issued by Government in Housing and Special Assistance Department on 18.10.1989 in favour of Shri. A.V. Perwani and others, thus requiring the Land Holder/Developer to surrender 10% of the permissible b.u.a.

Now, the applicants Shri. Mahendra J. Vora (C.A.) and M/s. Ronuka Builders and Developers (C.A.) vide their letters 1.2.2000, 10.10.2000 and 25.9.2000 respectively have requested this office to reduce the percentage of the b.u.a. to be surrendered to Government from 10% to 5% as per the present policy decided on the basis of Supreme Court Judgments.

Government in Housing and Special Assistance Department vide Marathi G.R. dated 15.10.1997 has taken a decision, that in the schemes sanctioned u/s.20 of the U.L.(C&R) Act, 1976, after the cut off dated 31.1.1990, the Land Holder/Developer shall be required to surrender only 5% b.u.a. to Government.

In the circumstances stated above and considering Housing and Special Asstt. Department G.R. dated 15.10.1997 and as per powers entrusted with me vide Government Circular dated 26.3.1991

I the undersigned Shri. S.R.Hajaru, Additional Collector and Competent Authority (U.L.C.) Gr.Mumbai issue the schedule to the exemption order dt. 18.10.91

SCHEDULE

1. Description of the property : E.No. 153 pt GIS No. 129-B village Kandivali, Taluka Borivli in H.O.D.
2. Total Area of holding : 24732.00 Sq.Mtrs.
3. Less D.P.Road : 7263.70 "
4. Net plot area : 17468.30 "
5. Less : a) 15% R.O. (as per approved layout) : 2543.50 "
- b) Within ceiling limit: 500.00 "
6. Area to be exempted : 14424.70 "
- 7) FSI permissible : 1
- 8) Add D.P. Road FSI (as per approved layout) : 6809.60 "
- 9) Total permissible built up area : 21234.30 "
- 10) 5% built up area to be surrendered to Government
 Nominous : 1061.72 "
- 11) No. of tenants to be surrendered to Govt. upto
 40 Sqm plinth area : 27

All other terms and conditions of the exemption order dated 11.10.91 shall remain same and operative.

This corrigendum is issued on the condition that the applicant should surrender required b.u.a. in the form of 27 tenants to Govt for Government purposes immediately.


(S.R. HAJARU)
Additional Collector and C.A.
(U.L.C.) Gr. Mumbai

Copy submitted to
The Secretary, Urban Development Department, Mantralaya, Mumbai-32
for information.

1. Shri. V. S. Nagpal, C/A, J.D. Nagpal, 748 F. St. Cyril Road, Dandri (W) Mumbai-30
2. M/s. Ramkrishna Builders and Developers Ltd, Sheth House, Vasant Valley West to Hindoshi Bus Depot, Gun A.K. Vaidya Marg, Malad (E) Mumbai-96
3. Shri. Mahendra J. Vora (C.A.) 909 Dalaji Arcade, Opp Central Bank of India, S.V. Road, Kandivali West Mumbai-67
- Copy 1, w.c.s. to
4. Dy. City Engineer (DP) BMC Mahapalika (Ward, Fort, Mumbai-400001 for information
5. The Ex. Engineer (DP) Western Suburbs P & R Ward, Kandivali, Mumbai-66

135

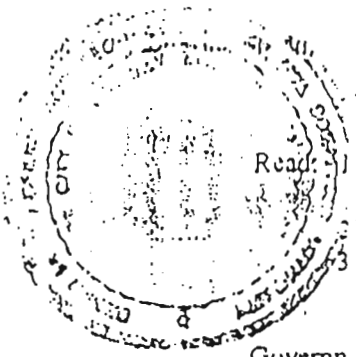
Amended (B)

Office of the Additional Collector & C.A.
U.L.C., Brihanmumbai,

5 floor, Administrative Building Mumbai Suburban Dist., Govt. Colony, Baldeva (East), Mumbai 400051

No. U.L.C/D- Sec. 20/B-351

Date: 1/9/2001



CORRIGENDUM TO THE EXEMPTION ORDER

Government, in Housing and Special Assistant Department exemption order bearing No. Rev. 1091/(1915)D-XIII dt. 18.10.1991
This office corrigendum to exemption order bearing even No. dt. 28.11.2000. Applications dt. 5.3.2001 & 21.5.2001 from M/s Renuka Builders & Developers Pvt.Ltd.

Government in Housing & Special Assistance Department has issued exemption order under section 20 of the U.L.(C & R), Act. 1976 on 18.10.91 in favour of Smt. Verna S.Nagpal for the property bearing No. 163pt., C.T.S. No.128B of village Kandivali, Taluka Borivali read with this office corrigendum dt. 28.11.2000 exempting the S.Y.L. admeasuring 13,979.70 M2 requiring the L/H/Developer to surrender 1061.72 built up area in the form of 27 tenements to Government nominees.

The Sub-developer the applicant vide his letters dt. 5.3.2001 & 21.5.2001 has requested this office to exclude the area under D.P. road utilised against land W.C.L. & also requested not to consider 5% b.u.a. against P.H.area for surrendering b.u.a. for Government. nominees.

As per Government, in Urban Development Department G.R. dt. 9.4.2001, if the L/H/developer has still not surrendered the built up area against the surplus vacant land in P.H.reservation, then the Land Holder / Developer is not required to surrender any built up area to Government for Government nominees. Instead of this they have to surrender built up area (decided by M/M.C against P.H.reservation) free of cost to M.M.C.

In view of the facts stated above & as per the powers entrusted with me vide Government Circular Dt. 26.3.91 I Shri S.R.Hajare modify the item Nos. of the Schedule of the exemption order dt.18.10.1991 read with corrigendum dt. 28.11.2000 as follows :

| Sr.No. | Item | Nos.of the Schedule | Rend | For |
|--------|------|----------------------------------------|-------------------------------------------------|------------------------------|
| 1 | A | New item No.3(ii)within existing limit | 500.00M2 | -- |
| 2 | 4 | Area to be exempted | 16,968.30M2 R Zone- 16523.30 PH- 445.00 | 17,468.30M2 Net plot area |
| 3 | 5 | Item 5(b) | 2545.24M2 R.Zone- 2478.49 PH. - 66.75 | 2543.60 M2 |
| 4 | 6 | Net plot area | 14423.06 M2 R. Zone-14044.81 PH. - 445.00 | 14,424.70 M2 |
| 5 | 8 | | 6787.32 M2 R Zone -6609.32 PH -178.00 | 6809.60 M2 |
| 6 | 9 | | 21,210.37M2 R.Zone -20654.13 PH- 556.25 | 21,234.30 M2 |
| 7 | 10 | | R.Zone 1032.71M2 PH -Nil | 1061.72 M2 |
| 8 | 11 | | | 26 |

Add new condition to the exemption order. That the L.D. Developer has to surrender b.a.a. & against P.H. reservation (as decided by MMC) free of cost to MMC.

All other conditions of the L.O.I. dt. 18.10.91 read with corrigendum dt. 28.11.2000 shall remain unchanged & operative.

Yours faithfully,



(Signature)

(S.R. Hajare)
Additional Collector & Competent
Authority, (ULC) Gr. 1 Mumbai.

To,

Smt. Verna J. Agpal,
C/o-M's Rema Builders & Developers Ltd.
Seth House,asant Valley, Next to Dindoshi Bus Depot,
Gen. A. K. Vaidya Marg, Gurgaon (E), Mumbai 97.

Copy f.w.c.s information: Copy submitted to the Secretary, U.D.D. Mantralaya, Mumbai 32 for

The Ex. Engr (B.P.) P&R Ward, Kandivali, Mumbai 67.

The Dy. City Engr. (D.P.) MMC, Mumbai 1

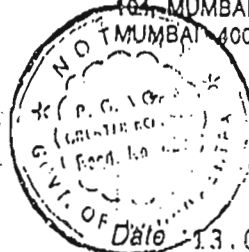
Select File

M. P. SAVLA & CO.
ADVOCATES & SOLICITORS

M. P. SAVLA
Phones Off. : 267 5873
Resi. : 671 6578
Tellax : 267 6789
E-mail : mpsavla@bom9.vsnl.net.in

Ref. No. : *V*/2002.

BHARAT HOUSE, 2ND FLOOR,
101, MUMBAI SAMACHAR MARG,
MUMBAI 400 001.



Re: Plots or parcels of land situated at Kandivali, B.S.D. bearing C.T.S. No.163 (part) and C.T.S. No.128 (part) admeasuring 24732.65 sq. meters.

And

Portion admeasuring 6050.70 sq. meters bearing Survey No.163 (part) and C.T.S. No.128-B (part)

REPORT ON TITLE

In respect of the title of the land situate at Kandivali, B.S.D. bearing C.T.S. No.163 (part) and C.T.S. No.128 (part) admeasuring 24732.65 sq. meters, hereinafter called "the said larger land" described in the First Schedule hereunder written and portion of land also situate at Kandivali B.S.D. bearing C.T.S. No.163 (part) and C.T.S. No.128-B (part), hereinafter called "the said portion" and described in the Second Schedule hereunder written the following are the relevant facts:

THE SAID LARGER LAND

1. One Mrs. Verna Nagpal, hereinafter referred to as "the said Mrs. Nagpal", hereinafter referred to as "the Original Owner" was the Owner of the said larger land described in the First Schedule hereunder written by virtue of Conveyance dated 18th May, 1967 executed by The Salsette Catholic Co-operative Housing Society Limited, hereinafter called "the said Society" and registered with the Sub-Registrar of Assurances at Mumbai under Serial No.1121 of 1967.

2. By an Agreement for Sale dated 24th December, 1981 and registered with the Sub-Registrar of Bandra under Serial No.256 of 1981 the said Mrs. Nagpal agreed to sell the said larger land to Mahendra Jayantilal Vora and Others and put the said Mahendra Jayantilal Vora and others in possession of the said larger land in pursuance of the said larger land.

3. By virtue of several Agreements and mesne acts and deeds the said Mahendra Jayantilal Vora, Hemang Mahandra Vora and Chirag Mahendra Vora, all hereinafter collectively called "the said Mahendra Vora and others" became entitled to the benefits under the said Agreement for Sale dated 24th December, 1981 with the said Mrs. Nagpal and were in possession of the said larger land.

4. By an Order dated 12th October, 1991 passed by ULC Authorities under No.Rev.1091/3915/D-XIII, hereinafter called "the said Exemption Order" the said



larger land was granted exemption under Section 20 of Urban Land (Ceiling and Regulation) Act, 1976 (ULC Act) on the same terms and conditions as contained in the Order No.1089 (3285)/D-XIII dated 20.10.1989 passed in respect of the land held by the Late J.S. Pereira's Family being the adjoining lands of which the said larger land formed part, hereinafter called "the said Pereira Exemption Order".

5. By an Agreement dated 29th November, 1991 the said Mahendra Vora and Others granted Development Rights to Renuka Builders & Developers Private Limited, hereinafter referred to as "the said Renuka" to construct five-building consisting of 15 Wings on a portion of the said land described as Sector-A and Sector-B as more particularly described in the said Agreement dated 24th November, 1991.

6. Disputes and Differences arose between the said Mahendra Vora and others and the said Renuka in respect of the said Agreement dated 29th November, 1991 and thereupon the said Renuka filed Suit No.191 of 1996 in the High Court at Bombay.

7. By an Order dated 2.02.1998 the said disputes were referred to the Sole Arbitration of one Mr. S.M. Rao who passed an Award on 26.01.2000 in terms of Consent Terms filed in the said Arbitration Proceedings.

8. The said Mahendra Vora and others are entitled to develop the remaining portion of the said larger land.

9. We have caused searches to be taken in the concerned offices of Sub-Registrar and have also issued Public Notices in News Papers viz. Mumbai Samachar in Gujarati Language and Free Press Journal in English Language on 2.04.2002.

10. In our opinion, subject to the applicability of the provisions of ULC Act and the said Exemption Order read with the said Pereira Exemption Order, the title of the said Mrs. Nagpal to the said larger land is marketable and free from reasonable doubts and the said Mahendra Vora and others have become entitled to develop the said larger land (save and except portion developed by the said Renuka in terms of the said Agreement dated 29th November, 1991 read with the said Award dated 26.01.2000) by virtue of the said Agreement for Sale dated 20th December, 1981 and subsequent Agreements and mesne acts and deeds.

THE SAID PORTION

1. The said portion is forming part of land admeasuring 4,81,356.68 sq. meters (the said lands) owned by the family of the Late J.S. Pereira's Family.

2. By a Development Agreement dated 14th August, 2001, the Owners of the said land, of which the said portion forms part viz. Anthony Winin Pereira and others as Owners and Conwood Agencies Private Limited as Confirming Parties have granted development rights in respect of the said portion unto the said Mahendra Vora and others



3. M/s. Daphtary, Ferreira & Divan, Solicitors have issued their Certificate of title dated 16th August, 2001 in respect of the said lands of which the said portion forms part, a copy whereof is annexed hereto.

4. By virtue of the said Development Agreement, subject to the applicability of the provisions of ULC Act and the said Pereira Exemption Order issued by ULC authorities pertaining to the said lands of which the said portion is forming part and on the basis of the said certificate of Title dated 16th August, 2001 issued by M/s. Daphtary, Ferreira & Divan, in our opinion, the said Mahendra Vora and others have become entitled to develop the said portion including with right to amalgamate the same with the said larger land.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land admeasuring 24,732.65 square metres situated, lying and being at Kandivali (West) and bearing Survey No.163 (part) and C.T.S. No.128/B (part) of Village Kandivali, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT piece or parcel of land admeasuring 6050.70 sq. metres or thereabouts bearing Survey No.163 (pt.), CTS No.128/B (pt.) (originally forming part of CTS No.128-A and being a part of land more particularly described in the First Schedule hereinabove mentioned) of Village Kandivli, Taluka Borivali in the Registration District of Mumbai and Sub-District of Mumbai Suburban.

Dated this 13th day of August, 2002.

For M/s. M. P. Savla & Co.,

M. P. Savla

Proprietor
Advocates & Solicitors.



TRUE COPY

P. G. Vora
24/8/02

N. R. Pandey
N. R. PANDEY
B. A., L. L. M.
ADVOCATE-HIGH COURT
Off. / Phadnis Complex,
Court Lane, Borivli (W), Mumbai-92.

P. G. VORA
ADVOCATE HIGH COURT & NOTARY,
B-404, Raj Residency No. 1,
80, Foot Road, Mahesh Nagar,
Qaharukh Wadi, Kandivali (West),
MUMBAI-400 067

DADHIGH & CO
Advocates, Solicitors & Notary
M. M. DADHIGH

Annexure 'C'

402, Commerce House, 4th Floor,
140, Nagindas Master Road,
Fort, Mumbai - 400 023.
Tel. Office : 267 20 92 / 267 44 40
Fax : 267 68 94
Residence : 616 15 30 / 617 39 96
Date: 16th August 2001

Ref. No.

219/2001

To
SHRI MAHENDRA J. VORA,
HEMANT M. VORA and
CHIRAG M. VORA
101, Balaji Arcade, First Floor,
S.V. Road, Kandivali (W)
MUMBAI - 400 067

Date: 16th August 2001

Dear Sir,

Re: Agreement for Development dated 14th August 2001
In respect of land admeasuring 6050.60 sq. mtrs
Bearing S.N.o. 163 (part), CTS No. 128 (part) at
Village Kandivali Taluka Borivali B.S.D..

A.W. PEREIRA & ORS. OWNERS
Conwood Agencies Private Ltd. Confirming Party
To
YOURSELVES DEVELOPERS.

Under the instructions of our clients, M/s Conwood Agencies Pvt. Ltd., we send to you herewith a true copy of the report on title dated 16th August 2001 of M/s Daphtary Ferreira & Diwan, Advocates and Solicitors, Mumbai, in respect of property of the abovenamed Owners bearing S.N.o 163 (part) CTS No. 128 A/1, 128 A/1/2, 128A/2 to 91 and 128 B (part) of Village Kandivali Taluka Borivali, B.S.D.. The said report was to be given to you in respect of the land being the subject matter of the above Agreement for Development only to satisfy you that the said Land bearing CTS 128 B (part) and admeasuring 6050.70 sq. mtrs. is free from encumbrances and the said fact is borne out from the report enclosed herewith.

We are instructed to state that the said report on title forwarded to you herewith is only to satisfy you about the title of the Owners and our clients to the said property bearing 128 B (part) and that there is no mortgage in respect of the same and therefore you shall not be entitled to use the said report of title for any of your other purposes .

Yours faithfully

DADHIGH & CO
M. M. Dadhigh

Encl: as above,

Proprietor

DAFTARY FERREIRA & DIVAN (Regd.)

Advocates & Solicitors

* Notary State of Maharashtra

* P.M. DANDEKAR
S.O. KHANOWALA
A. B. KAPADIA

Telegraphic Address : 'DAFTARICO' MUMBAI-400 023.
Telephone : 202 32 68 / 202 40 21 / 202 40 29
Fax : 282 56 91

61-64, GREAT WESTERN BUILDING, 2ND FLOOR,
37, MAHARASHTRA CHAMBER OF COMMERCE LANE,
FORT, MUMBAI-400 023.

DATE _____ 20

No. _____

In the matter of the land bearing
S.No.163 CTS No.128 in Kandivli Village
Borivli Taluka, South Salsette in the
Registration District and Sub-District of
Bombay Suburban
Anthony Winin Pereira & Ors... Owners
And
Conwood Agencies Pvt.Ltd. ... Developers

REPORT ON TITLE

We have investigated the title of Mr. Anthony Winin Pereira (since deceased), Rev. Father Joseph Praxedes Pereira, Miss Laura Mary Pereira and Mrs. Marie Philomina Rodrigues (hereinafter referred to as "the Owners") the Owners of the land bearing Survey No.163 (pt), CTS No.128A/1, 128A/1/2, 128A/2 to 128A/91 and 128B (pt) of Kandivli Village, Borivli Taluka, South Salsette in the Registration District and Sub-District of Bombay Suburban and have perused copies of the title deeds, documents, agreements, orders and writings relating to and Notes of Searches from time to time taken at the Offices of the Talathi and City Survey and Sub-Registrar of Assurances at Bandra and Bombay for the period since the year 1961 in respect of the said land and have to report on title of the Owners in respect of the said land more particularly described in the Schedule hereunder written as under :-

- (1) By virtue of the Sanction the then Government of Bombay granted to J.S.Pereira in perpetuity as from 31-1-1943 the right of occupancy in respect of the land comprised in Survey No.163, CTS No.128, in the Village of Kandivli in the South Salsette Taluka then admeasuring 6,60,307 square metres or thereabouts

subject to the provisions of the Bombay Land Revenue Code 1979. By an Order dated 2-6-1950 alleging breaches of the terms and conditions of the said Sanction the Government resumed possession of the said land. J.S.Pereira filed a suit in the Court of Civil Judge (Senior Division) at Thane being Special Suit No.30 of 1952 challenging the said Order dated 2-6-1950 and for possession of the said land. By a decree dated 23-6-1955 the Government was directed to hand over possession of the said land to J.S.Pereira. The appeal of the Government being Appeal No.843 of 1955 against the said judgement and decree of the Thane Court was dismissed by the Bombay High Court on 17-12-1959. The Government thereupon from time to time gave vacant possession by actual physical delivery of an area aggregating to about 132 acres and gave possession by constructive delivery of the remaining area of about 31 acres the same being in occupation of the holders of EK Sali leases granted by the Government.

- (2) The said land being Urban Land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976, the Competent Authority under the said Act by his order dated 22-3-1980 u/s. 8(4) of the said Act ordered that 4,24,690.40 square metres out of the said land was surplus vacant land and further ordered that each of the Owners was entitled to hold 500 square metres aggregating to 2000 square metres as vacant land within the ceiling limit out of the said surplus vacant land.

Section 20(1)(a) of the Urban Land (Ceiling & Regulation) Act, 1976 for development of the said Land upon the terms and conditions therein contained.

- (6) By an Order dated 1st October 1992 the user of the said Land has been converted to Non-agricultural use.
- (7) The Developers commenced development of the said Land by dividing the said Land into Sectors I to XII and few independent plots as per revised layout plan.
- (8) In pursuance of the Will of the said J.S.Pereira the proving Executors of the Will of the said J.S.Pereira conveyed and transferred by four separate Deeds of Transfer all dated 10th October 1994 to each of the Owners 500 square metres of vacant land forming part of the said Land allowed to be retained by each of the Owners as land within the ceiling limit under the Urban Land (Ceiling & Regulation) Act 1976 and by a Deed of Transfer dated 10th October 1994, the proving Executors of the Will of the said J.S.Pereira conveyed and transferred to the Owners the remaining portion of the said Land in pursuance of the Will of the said J.S.Pereira.
- (9) As a consequence of Mrs. Juliana Monica Pereira having died and the proving executors of the Will of the said J.S.Pereira having transferred to the Owners the said land, the Owners executed in favour of the Developers and/or their nominees a fresh irrevocable Power of Attorney dated 18-5-1996 duly registered for development of the said Land.

- 83
- (3) Pursuant to the Notification dated 28-4-1980 under Section 10(3) of the Ceiling Act land admeasuring 1,73,789.02 square metres out of the excess vacant land forming part of the said land was acquired by the State Government with effect from 29-4-1980 and possession thereof handed over to Maharashtra Housing & Area Development Authority on 12-11-1980 and compensation in respect thereof has been paid to the Owners.
- (4) By an Agreement dated 14-6-1980 varied and modified by Memorandum of Understanding dated 14-6-1980 and Supplemental Agreement dated 28-7-1988 (hereinafter collectively referred to as "the Development Agreement") the Owners nominated, constituted and appointed Conwood Agencies Private Limited (Developers) who accepted the development rights in respect of remaining portion of the said land admeasuring 481356.68 square metres (hereinafter referred to as "the Land") on "as is where is" basis and paid the entire consideration payable under the said Development Agreement and pursuant to the said Development Agreement the Owners executed in favour of the said Developers and its nominees an irrevocable Power of Attorney dated 28-7-1988 for development of the said Land by and under the said Development Agreement and put the said Developers in possession of the said Land.
- (5) By an Order dated 20th October 1989 bearing No.U.L.C-1089/(3285) /D-XIII, modified by the Corrigendums dated 14-10-1992 and 13-9-1996 the Deputy Secretary to the Government of Maharashtra, Housing and Special Assistance, State of Maharashtra, has accorded to the Owners, permission under the provisions of

10) It appears that a portion of the said Land admeasuring 6050.70 Square metres then forming part of C.T.S. No.128A was wrongly included and shown as per City Survey records as forming part of C.T.S. No.128B but later on by substitute Order of the District Inspector of Land Records M.S.D. bearing C.T.S. No.4/C.T.S./Kandivli/C.T.S. No.12B/97 dated 19-11-1997 the name of the Owners is shown in the Property Registered Card as the holder of the said area admeasuring 6050.70 Square metres which comprises of 670 square metres under residential zone and 5380.70 square metres under reservation for D.P.Road.

(11) In the Government records the said Land stands in the names of the Owners.

(12) The said Land is not affected by any notice of Lis Pendens.

13) Resident Portions in Sector VII, VIII and IX of the said Land bearing CTS Nos.12B/A/67, 12B/A/66 and 12B/A/77 admeasuring 1106.00, 15408.00 and 11940.80 square metres respectively, are mortgaged by the Developers to HDFC Limited by deposit of title deeds to secure/guarantee due repayment of the loan of Rs.12 Crores advanced by HDFC Limited to Panchsheel Developers an Associate Company of the Developers.

14) A portion in Residential zone in Sector VI of the said Land bearing CTS No.12B/A/2B(Part) with FSI potential to the extent equivalent to 200000 square feet buildable area (inclusive of Balconies & Staircase, etc.) thereon, is mortgaged by the Developers to IndusInd Bank Limited by deposit of title deeds to secure/guarantee due repayment of the loan of Rs.6.50 Crores advanced by IndusInd Bank Limited to Excon Developers Private Limited an Associate Company of the Developers.

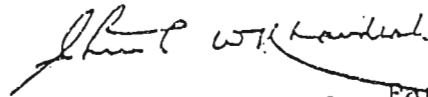
Upon perusal of the copies of the documents of title and copies of other documents, agreements, orders and writings in respect of the said Land, we find that, subject to the aforesaid mortgages, the title of the Owners to the Land more particularly described in the Schedule hereunder written is free from claims, demands and other encumbrances and is free from reasonable doubts and marketable.

THE SCHEDULE ABOVE REFERRED TO :

All those pieces or parcels of Land bearing Survey No.163 (Part), CTS Nos.128A/1, 128A/1/2, 128A/2 to 128A/91 and 128B (Part) of Kandivli Village Borivli Taluka in the Registration District and Sub-District of Bombay Suburban admeasuring 4,81,356.68 square metres.

Dated this 16th day of August 2001.

For Daphtary Ferreira & Divan,



Partner
Advocates, Solicitors & Notary.

TRUE-COPY

DADHICH & CO.

EF.


Proprietor

DADHICH & CO.

Advocates, Solicitors, & Notary,
402, Commerce House, 4th Floor,
140, Nagindas Master Road,
Fort, BOMBAY-400 023.

Annexure - 2

माल-मत्तेच्या रजिस्टर कार्डातील उतारा

पोलीस ठाणे कोटिवली

तालुका : बोरोवली, जिल्हा-मुंबई

अर्ज क्र.

| पोलीस ठाणे नंबर | संप्रकल पोरस मिटर | सत्ता प्रकार | सरकारला भरलेल्या साऱ्याचा अथवा खांडाचा तपशिल व तो केव्हा बदलावयाचा |
|-----------------|--------------------------------|--------------------|--------------------------------------------------------------------|
| १२८ व | २४७३२-७ + ६०५०-७ ३०७८३-४ | अग्रां. न.मू.क १२८ | अथे प्रेज न.मू.क १२८ |

पोलीस ठाणे हक्क

सम १९ मध्ये पारणाच्याचें नाव-हक्क कसा प्राप्त झाला ? जो पयंत तपास लागला तो पयंत :

पट्टा नंबर

पट्टा मोजे

हक्क ठेरे

| तारीख | व्यवहार | व्हाल्युम नंबर | नविन धारण करणाऱ्याचा (ध) अथवा इतर मोजा असणारा (ई) | साक्षात्करण |
|-------|---------|----------------|---------------------------------------------------|-------------|
|-------|---------|----------------|---------------------------------------------------|-------------|

२१/१८/४४

खरेदी रमत व जमाक
अर्ज क्र. २४७३२-७-५०५०-७
आदेश क्र. न.मू.क १२८
कोटिवली दि. २४/११/४४

साक्षात्करण
न.मू.क १२८
तुमडे

२१/१८/४४

मा.अधिका. मू.सि.अ.मि.रे.व. मु.क.उ. उपनगर जिल्हा यांचे कडे
न.मू.क सं ४/न.क. कोटिवली/न.मू.क १२८/४४ दि. १५/४/४४
आदेशान्वये न.मू.क १२८ व कोटिवलीची गहाळ झालेल्या प्रिन्सिपल
पत्रिकेची पुनर्निर्मिती केले व २४७३२-७-५०५०-७-४-४४
पत्र दारवले केले व दि. २४/११/४४ प्रमाणे मू.क मालकचे नामाची नोंद
नसले प्रमाणे कोटिवली व २४७३२-७-५०५०-७-४४ याचे नाव
खमोश दारवले केले उर्वरित शेजारा शारक - अ.जे.एस. परेरा
पत्र ६०५०-७-५०५०-७

अर्ज
न.मू.क
१२८

| | | | |
|-----------|--------|-----------|---|
| अर्ज क्र. | २०८२ | २०१५/२००० | ३ |
| नकल अर्ज | ३०५१२० | ६२ | |
| नकल अर्ज | ३०५१२० | | |
| नकल अर्ज | ३०५१२० | | |
| नकल अर्ज | ३०५१२० | | |
| नकल अर्ज | ३०५१२० | | |



सत्य प्रतीलपो
२१/१८/४४
नगर प्रशासन अधिकारी
बोरोवली

APP. NO. 3376

EXTRACT FROM THE PROPERTY REGISTERED CARD

CITY SURVEY कोरीवली

TALUKA: कोरीवली

DIST.: BOMBAY
SUBURBAN
DIST.

| City Survey | Area Sq. Mts. | Tenure | Particulars of assessment for rent paid to Government and when due for revision |
|-------------|-------------------------------------|--------|---------------------------------------------------------------------------------|
| २२८ | २२५०.० याद २२७३२.७ सं. मी. | अगि. | |

EASEMENT

Holder in origin of the title so far as traced

LESSEE

Other Encumbrances

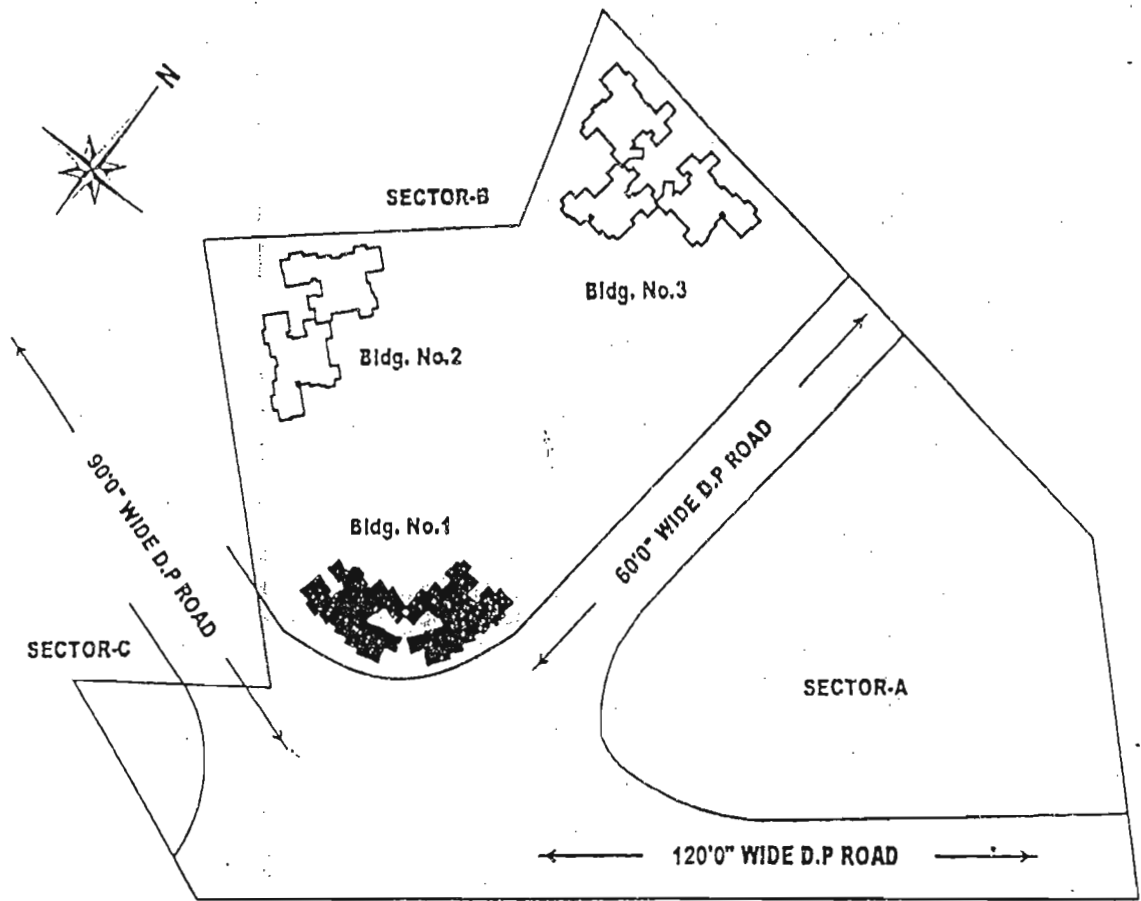
Other Remarks

| Date | Transaction | Vol. No. | New Holder (H) Lessee (L) or Encumbrances (e)% | Attestation |
|------|-------------------|---------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------|
| १९६८ | खरेदी करण जबाब | SIF न. १. म. ६ मोडिना २० न. १. म. ६ न. १. म. २२८ डॉ. विवनी दि. १९६८ | श्रीमती वना कोविता भागवत | श्रीमती न. १. म. ६ गुलई |
| | | १.५० | | |
| | | १.६५ | | |

माहिती सांगणे... २५/६/६०
 किंवा पुढील दिनांक... २०/७/६०
 किंवा कितीही दिनांक...
 किंवा कितीही दिनांक...
 किंवा कितीही दिनांक... २५/११/६०

कोरीवली
 दिवस निवासी...
 नाम...
 सं...
 १०/१२

Annexure 'E' and 'F'



Block Plan Kalpavruksh Garden

D

Annexure 'G'

The diagram shows a floor plan for 'Annexure G' of 'Kalpavruksh Garden Building No.1'. It features two main wings, Wing A and Wing B, arranged in a zig-zag pattern. Wing A is the upper portion, and Wing B is the lower portion. Each wing contains several units with rooms labeled: Living, Kitchen, Dining, Bedroom, and Lift. A central staircase area is shared between the wings. A north arrow is located in the upper left corner of the plan.

Lyis hwh

For Sadguru Associates

Partner

Kalpavruksh Garden Building No.1

FLAT NO. 801 WING B FLOOR Eight

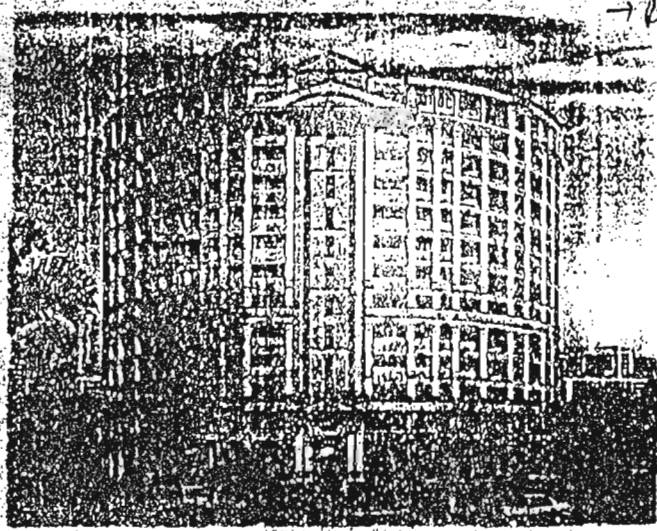
Page 86

Annexure 'H'

List of Amenities

1. Earthquake resistant R.C.C. Frame work (As per Architectural Drawing)
2. Excellent quality of Painting on Internal & External Wall.
3. Granamite Flooring in entire Flat.
4. Granite Kitchen platform with S.S. sink and 7'0" ht. Tiles Dado. (As per Architect's drawing)
5. Designer Bathrooms with decorative fittings.
6. Concealed plumbing (As Per Architect's drawing and detail of item)
7. Concealed Copper wiring with designer switches.
8. Decorative Main Door.
- 9: Powder coated Aluminum window
10. Designer Staircase (As per Architect's drawing).
11. Designer Entrance lobby (As per Architect's drawing)
12. Reputed Make Elevators in each wing.
13. Beautiful Landscaping in R.G. (As per Architect's drawing)
14. Grand Entrance Foyer.
15. Ample Open and covered area in the periphery for Car Parking.

Shri. Girish
Smt. Veena
→ Presently wife
→ Presently husband



Kalpavruksh Garden (Building No. 1)

DATE THIS 23rd DAY OF December 2005

SADGURU ASSOCIATES

AND

SHRI / SMT. / M/S. Girish Keshavlal Shah
Smt. Veena Girish Shah

Agreement

FOR SALE OF

SHOP / FLAT NO. 801 ON THE Eight FLOOR OF
KALPAVRUKSH GARDEN, BUILDING NO. 1 A / B WING,
CARPARKING SPACE NO. IN THE STILT / OPEN SPACE IN

Kalpavruksh Garden (Building no. 1)

MAHAVIR NAGAR, KANDIVALI (WEST) MUMBAI - 400.067.

RACHUNKA GROUP/12841292



DEVELOPERS:
SADGURU ASSOCIATES

EASTERN COURT, 'B' WING, 1st FLOOR, JUNCTION OF TEJPAL ROAD & PARLESHWAR ROAD, VILE PARLE (E), MUMBAI-400 057.
TEL: 2616 5960 (8 LINES) FAX: 2616 5969. E-mail: sadgurub@vsnl.com Website: www.sadgurubuilders.com