

श्री वास्तु विकास गुप्त (वैसा)



1

**THE BANK OF RAJASTHAN LTD. FRANKING DEPOSIT SLIP**

Pay to: The Bank of Rajasthan Ltd Stamp Frk. Ac		Deposit Br.	Date: 14/06/05
Franking Value	Rs. 107300	Customer Copy	
Service Charges	Rs. 107300		
Total	Rs. 107310		
Name of Stamp duty paying party: M/s PALADIYA BROTHERS		Name of Officer	
DD / Cheque No.		Tran No.	
Drawn on Bank		Franking St. No.	



**AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT made at Mumbai this 15<sup>th</sup> day of JUNE in the Christian Year 2005 BETWEEN M/S. ANUMAN DEVELOPERS, a partnership firm carrying on business as Builders & Developers & having its office at Shree Vastu Enclave, Rajmata Jijabai Road, Pump House, Andheri (East), Mumbai 400 093, hereinafter referred to as 'the DEVELOPERS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being representing the said firm, the heirs, executors and administrators of the last surviving partner/s their / his / her assigns) of the ONE PART AND MR. / MRS. / MS. / M/S. PALADIYA BROTHERS & CO.

of Mumbai, Indian inhabitant/s residing at 45/A, Shreeji Arcade  
1 & 2, Jeta Road, Opera House,  
Mumbai - 400004

hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her / their heirs, executors, administrators & permitted assigns) of the OTHER PART

SFM REG. NO. 37  
For The Bank of Rajasthan Ltd.

The Bank of Rajasthan Ltd., Andheri (E)

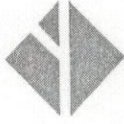
श्री 27969  
122056

Specimen Adhesive JUN 14 2005

INDIA STAMPS  
18:04  
19:04  
18:04  
19:04  
18:04  
19:04

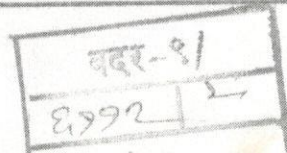
बदर-९/  
६९९२-१९  
२००५





WHEREAS :

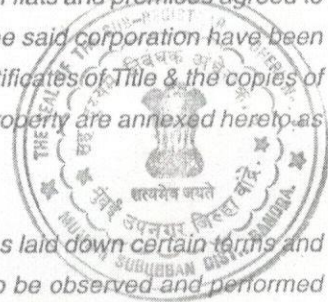
- 1) By and under diverse deeds, documents and writings made between Mr. Jaywant Balkrishna Patil & Others - the Original Owners & Mr. Dinesh K. Shah as also between Mr. Dinesh K. Shah & the Developers herein, the Developers became entitled to develop all that pieces or parcels of lands bearing C.T.S. No. 375 (admeasuring about 5126.20 square meters) and C.T.S. No. 378 (admeasuring about 9003.40 square meters), both of Village : Mogra, Taluka : Andheri, B.S.D. and more particularly described in the Schedule hereunder written.
- 2) By and under diverse deeds, documents and writings made between Mrs. Monica Dias and three others - the Original Owners & M/s. K.B. Joshi & Associates as also between M/s. K.B. Joshi & Associates and the Developers herein, the Developers became entitled to develop all that pieces or parcels of lands bearing C.T.S. No. 371 (admeasuring about 2370.5 square meters), C.T.S. No. 376 (admeasuring about 4140.4 square meters), C.T.S. No. 377 (admeasuring about 2363.9 square meters), and C.T.S. No. 379 (admeasuring about 1122.0 square meters), all of Village : Mogra, Taluka : Andheri, B.S.D. and more particularly described in the Schedule hereunder written.
- 3) Municipal Corporation of Greater Mumbai (hereinafter referred to as the "said corporation") and the Town Planning Authorities have published a Final Development Plan whereunder a portion of the said Patil Property and the said Dias Property (hereinafter jointly referred to as the "said property") has been falling under reservation for playground and secondary school.
- 4) The Developers have full right and authority to develop the said property and have for the purpose prepared a private layout for ULC clearance and also plans for the development of the said property by proposing to construct thereon a residential complex to be known as 'Shree Vastu Enclave' comprising of several multi-storeyed buildings.
- 5) The Developers have entered into a standard agreement with an Architect M/s. Neo Modern Arch, registered with the Council of Architects and the said agreement is as per the agreement prescribed by the Council of Architects.







- 6) The Developers have also appointed a Structural Engineer, Mr. Harshad Gokani, for the preparation of structural design and drawings of the buildings and the Developers accept the professional supervision of the Architect and the Structural Engineer till the completion of the development of the entire complex, "SHREE VASTU ENCLAVE".
- 7) By virtue of diverse deeds, documents and writings referred to hereinabove, the Developers are entitled to proceed with the development of the said property by constructing thereon buildings as per the plans sanctioned by the said corporation and as such the said Developers are entitled to enter into Agreements with the prospective purchasers for sale of flats and premises in the said complex "SHREE VASTU ENCLAVE".
- 8) The Purchaser/s has/have demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said property, permission under the ULC Act, the Development Agreements and the building license specifications prepared by the Developers' Architect M/S. Neo Modern Arch & such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as 'the said Act and the Rules thereunder).
- 9) Copies of Certificates of Title issued by M/S. Vinod J. Gandhi & Co., Advocates & Solicitors of the Developers, copies of Property Register Cards, and the Revenue Records of title to the said property in which the said flats / premises are to be constructed and copies of plans and specifications of flats and premises agreed to be purchased by the Purchaser/s as approved by the said corporation have been inspected by the Purchaser/s. The copies of the Certificates of Title & the copies of the Property Register Cards in respect of the said property are annexed hereto as Annexure "A-1 & A-2" & "B-1 to B-6" respectively.
- 10) While sanctioning the plans, the said corporation has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and upon due observance and performance of which only completion and occupation certificates in respect



*Handwritten signature and initials.*

वदर-१/
६९९२   ३
२००५



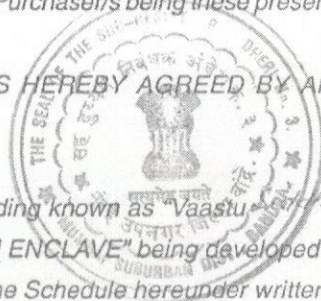


of the various buildings to be constructed in the said complex "SHREE VASTU ENCLAVE" shall be granted by the said corporation.

- 11) The Developers have commenced construction / development of the said complex "SHREE VASTU ENCLAVE", comprising of several buildings in accordance with the proposed layout being Annexure "C" hereto.
- 12) The Purchaser/s has/have requested the Developers for allotment to the Purchaser/s of flat / premises no. VSD-A-604 in one such building known as "Vaastu-Siddhi" proposed to be constructed in the said complex "SHREE VASTU ENCLAVE".
- 13) At the request of the Purchaser/s, the Developers have agreed to sell to the Purchaser/s, the flat / premises at the price and on the terms and conditions hereinafter appearing.
- 14) The Purchaser/s has/have paid a sum of Rs. 18,52,500/- (Rupees Eighteen Lac Fifty Two Thousand Five Hundred only) to the Developers as an earnest money of the sale price of the said flat / premises agreed to be sold by the Developers to the Purchaser/s (payment and receipt whereof the Developers do hereby admit and acknowledge).
- 15) The Purchaser/s has / have agreed to pay the balance price in respect of the said flat / premises in the manner hereinafter appearing.
- 16) Under Section 4 of the said Act, the Developers are required to execute a written agreement for sale of the said flat / premises to the Purchaser/s being these presents.

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

1. The Developers shall construct a residential building known as "Vaastu-Siddhi" forming part of the said complex "SHREE VASTU ENCLAVE" being developed on the said property more particularly described in the Schedule hereunder written in



बदर-९/

६९९२/०





accordance with I.O.D. & C.C. issued by the said corporation (copies whereof are annexed hereto as Annexure "D" & Annexure "E" respectively) and which have been sanctioned and approved by the Purchaser/s with only such variations and modifications as the Developers should consider necessary or as may be required by the said corporation or other concerned authority to be made which the Purchaser/s hereby irrevocably express and authorise the Developers to make such changes / modifications PROVIDED HOWEVER such changes / modifications shall not adversely affect such Purchaser/s.

2. The Purchaser/s hereby agree/s to purchase from the Developers and the Developers agree to sell to the Purchaser/s flat / premises no. 604 on 6th floor in 'A' wing of the building "Vaastu-Siddhi" as shown in the floor plan hereto annexed and marked Annexure "F" forming part of the complex "SHREE VASTU ENCLAVE", to be constructed on the said property for price of Rs. 24,70,000/- (Rupees Twenty Four Lac Seventy Thousand only) which price includes the price for proportionate common area and facilities appurtenant to the said flat / premises.

3. The Purchaser/s hereby agree/s to pay to the Developers the balance amount of the purchase price of Rs. 6,17,500/- (Rupees Six Lac Seventeen Thousand Five Hundred only) in the following manner :

(1) Rs. 2,22,300/- (Rupees Two Lac Twenty Two Thousand Three Hundred Only) to be paid immediately upon signing of this Agreement on completion of plinth work;

(2) Rs. -NIL- /- (Rupees -NIL- Only) on completion of 1st Slab;

(3) Rs. -NIL- /- (Rupees -NIL- Only) on completion of 2nd Slab;

(4) Rs. -NIL- /- (Rupees -NIL- Only) on completion of 3rd Slab;



बदर-९/  
६९९२४  
२००५

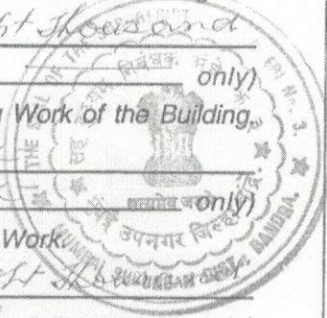




- (5) Rs. -NIL- /- (Rupees -NIL- -NIL- only)  
on completion of 4th Slab.
- (6) Rs. -NIL- /- (Rupees -NIL- -NIL- only)  
on completion of 5th Slab.
- (7) Rs. -NIL- /- (Rupees -NIL- -NIL- only)  
on completion of 6th Slab.
- (8) Rs. -NIL- /- (Rupees -NIL- -NIL- only)  
on completion of 7th Slab.
- (9) Rs. NIL /- (Rupees -NIL- -NIL- only)  
on completion of 8th Slab.
- (10) Rs. -NIL- /- (Rupees -NIL- -NIL- only)  
(on completion of 9th Slab.
- (11) Rs. -NIL- /- (Rupees -NIL- -NIL- only)  
on completion of 10th Slab.
- (12) Rs. -NIL- /- (Rupees -NIL- -NIL- only)  
on completion of 11th Slab.
- (13) Rs. -NIL- /- (Rupees -NIL- -NIL- only)  
on completion of 12th Slab.
- (14) Rs. -NIL- /- (Rupees -NIL- -NIL- only)  
on completion of Brick Work of the Building.
- (15) Rs. 98800/- /- (Rupees Ninety Eight Thousand Eight Hundred only)  
on completion of Plastering Work of the Building.
- (16) Rs. -NIL- /- (Rupees -NIL- -NIL- only)  
on completion of Flooring Work.
- (17) Rs. 98800/- /- (Rupees Ninety Eight Thousand Eight Hundred only)  
on completion of Plumbing Work.

Done  
A  
B  
C

Done  
A  
B  
C



Done  
A  
B  
C

Done  
A  
B  
C

बदर-९/  
६९९२ | ९



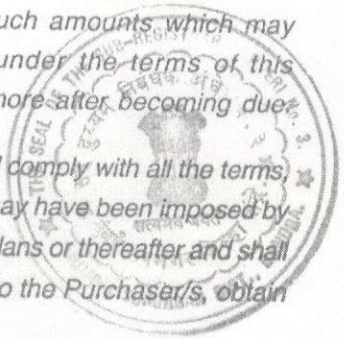


- (18) Rs. 98,800/- (Rupees Ninety Eight Thousand Eight Hundred only) on completion of Electric Work.
- (19) Rs. 49,400/- (Rupees Forty Nine Thousand Four Hundred only) on completion of Painting Work of the Building.
- (20) Rs. 49,400/- (Rupees Forty Nine Thousand Four Hundred only) on or before handing over Possession of the Flat.

Total : Rs. 1,97,600/-

~~Beside the said flat, the Developers have reserved for the flat purchaser/s one L.M.V. car parking space bearing Identification No. \_\_\_\_\_ under the still / open to sky, the consideration whereof is included in the lump-sum sale price of the said flat hereinabove written.~~

- 4. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the essence of the contract. All the above respective payments shall be made within seven days of the Developers sending a notice to the Purchaser/s calling upon him / her / them to make payment of the same. The Developers will send such notice under certificate of posting at the address mentioned hereinafter to the Purchaser/s.
- 5. Without prejudice to the Developer's rights under this agreement and/or in law, the Developers shall be entitled to claim and the Purchaser/s shall be liable to pay to the Developers interest at the rate of 21% per annum or at such rate as the Developers may agree on all such amounts which may become due and payable by the Purchaser/s under the terms of this Agreement and remain unpaid for seven days or more after becoming due.
- 6. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the said corporation at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat/premises to the Purchaser/s, obtain



बदर-९/
६९९२   ७
२००५

Handwritten notes and signatures on the right margin.

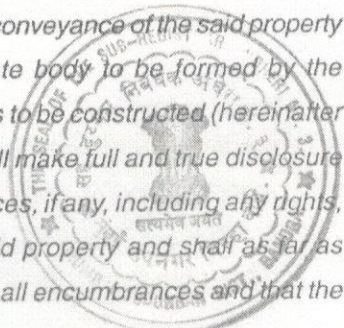
Handwritten notes and signatures at the bottom left.





from the said Corporation Occupation and/or Completion Certificate in respect of the building Vaāstu-*Āddhi*

7. The Developers hereby declare that the floor space index available in respect of the said property is as per the sanctioned plans.
8. The Purchaser/s shall not have any right in respect of floor space index sanctioned by the said corporation / local authority in respect of the said property and any other floor space index that may be sanctioned in future and be utilised for the development of the said property till formation of society and execution of conveyance.
9. The Developers hereby declare that at present the floor space index available in respect of the said property is one. If, however, there is any increase in floor space index available in respect of the said property, the Developers alone shall be entitled to utilise such additional floor space index by constructing additional floor/s on the said buildings as may be approved by the said corporation or local authority or Government of Maharashtra or other competent authority.
10. In view of the Development Control Regulations 1991, it is possible for the Developers to acquire certificate/s of Development Right of other properties (commonly known as T.D.R.) and to make additional construction on the said property by utilizing such Development Rights. Such additional structures, or floors, shall be the property of the Developers and the Developers will be entitled to dispose off the same in any manner as the Developers may deem fit without adversely affecting the flat of the Purchaser/s.
11. The Developers agree that before handing over possession of the flat/premises to the Purchaser/s and in any event before execution of conveyance of the said property in favour of a co-operative society and/or corporate body to be formed by the Purchaser/s of the flats/premises in the said buildings to be constructed (hereinafter referred to as 'the said society'), the Developers shall make full and true disclosure of the title to the said property as well as encumbrances, if any, including any rights, title, interest or claim of any party in or over the said property and shall as far as practicable ensure that the said property is free from all encumbrances and that the



बदर-९/

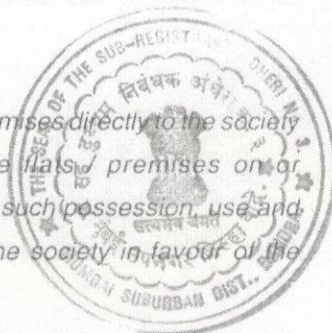
६९९२/८





original owners have absolute, clear and marketable title to the said property so as to enable them to convey the said property with absolute clear and marketable title on execution of conveyance.

12. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/their proportionate share of taxes levied upon by the concerned local authority and other taxes) and /or the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developers shall be entitled, at their option, to terminate this Agreement PROVIDED ALWAYS that the power of termination hereinabove contained shall not be exercised by the Developers unless and until the Developers shall have given 15 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 defaults shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving such notice PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s the installments of sale price of flat / premises which may till then have been paid by the Purchaser/s to the Developers. The Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon the termination of this Agreement and refund of the aforesaid amount by the Developers, the Developers shall be at liberty to dispose off and sell the flat/ premises to such person/s and at such price the Developers may in their absolute discretion think fit.
13. The fixtures, fittings and amenities to be provided by the Developers in the said building and the flats / premises are those that are set out in Annexure "G" hereto.
14. The Developers shall give possession of the flat / premises directly to the society that may be formed by the Purchaser/s of the flats / premises on or before December 2006 PROVIDED HOWEVER such possession, use and occupation shall be deemed to be a license by the society in favour of the



बदर-९/
६९९२/९
२००६

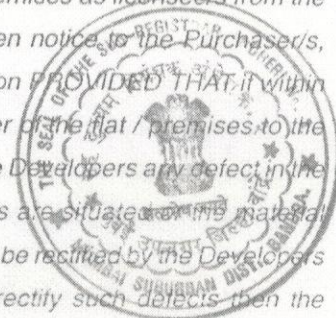




Purchaser/s to enter upon for use and occupation of the said flat and premises subject to payment of proportionate Municipal taxes and outgoings till the time the entire property is conveyed to the society. If the Developers fail or neglect to give possession of the flat / premises on account of reasons beyond their control by aforesaid date described in Section 8 of the said Act, then in such event the Developers shall be liable on demand to refund to the Purchaser/s the amount already received by the Developers in respect of the flat / premises with simple interest at the rate of 9% per annum from the date the Developers received the same till the date the amounts and interest thereon are repaid PROVIDED THAT by mutual consent it is agreed that the dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator & till the entire amount and interest thereon is repaid by the Developers to the Purchaser/s, they shall subject to prior encumbrances, if any, be a charge on the said property as well as construction of building in which the flats / premises are situated or were to be situated PROVIDED THAT THE DEVELOPERS shall be entitled to reasonable extension on the aforesaid date if the completion of the building - in which the flat / premises is situated - is to be delayed on account of :-

- i) Non availability of cement, steel, other building material, water or electric supply;
- ii) War, civil commotion, or act of God;
- iii) Any notice, order, rule, notification of the Government and / or other public or competent authority.

5. The Purchaser/s shall take possession of the flat / premises as licensee/s from the society within 8 days of the Developers giving written notice to the Purchaser/s, intimating that said flat is ready for use and occupation PROVIDED THAT if within a period of three years from the date of handing over of the flat / premises to the Purchaser/s, the Purchaser/s bring to the notice of the Developers any defect in the premises or the building in which the flats / premises are situated or the material used therein, then wherever possible such defect shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects then the



*Handwritten signature or initials.*

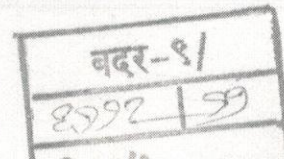
बदर-९/
६९९२-७०
२००५





Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defect.

16. The Purchaser/s agree/s and undertake/s to use the said flat/premises in consonance with the Municipal Rules and Regulations and for no other purpose whatsoever.
17. The Purchaser/s along with other Purchaser/s of flats/premises in the building shall join in forming and registering a cooperative society or a limited company to be known as Vaastu Siddhi CHS. Ltd. (Proposed) and for which purpose the Purchaser/s shall from time to time sign and execute application for registration and / or membership and other papers and documents necessary for formation of the society and for becoming a member including bye-laws of the proposed society & for the purpose, have such applications dully filled in, signed and returned to the Developers within 7 days of the same being forwarded by the Developers to register the organization of the Purchaser/s under section 8 of the said Act.
18. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the approved bye-laws of the Memorandum and Articles of Association as may be required by the Registrar of Co-operative Societies or Registrar of Companies (in case of formation of a limited company) as the case may be or any Competent Authority.
19. Commencing a week after notice in writing is given by the Developers to the Purchaser/s that the flat/premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the flat/premises) of outgoing in respect of the said property namely local taxes, betterment charges, water charges, insurance, common light, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s transferred to it, the Purchaser/s shall pay to the Developers such proportionate share of outgoing as may be determined. The Purchaser/s further agree/s that till the Purchaser/s share is / are determined, the Purchaser/s shall pay to the Developers provisional monthly contribution of Rs. 6175/- (Rupees Six thousand One hundred seventy Five only)







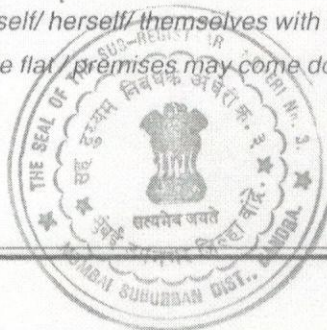
per month towards the outgoings. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until a conveyance is executed in favour of the society or a limited company as aforesaid subject to the provision of Section 6 of the said act & on such conveyance being executed the aforesaid deposits (less deductions provided for under this agreement) shall be paid over by the Developers to the society or limited company as the case may be. The Purchaser/s undertakes/ undertake to pay such provisionai monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

20 The Purchaser/s shall on or before delivery of possession of the said flat / premises pay or keep deposited with the Developers the following amounts :-

- a) Rs. 74100/- being deposit towards maintenance charges etc. for a period of twelve months from the date of possession;
- b) Rs. 5000/- towards legal fees;
- c) Rs. 131950/- towards stamp duty and registration charges;
- d) Rs. 25000/- towards deposits for electric meter / water meter;
- e) Rs. 750/- towards share money and entrance fees;
- f) Rs. 2500/- being registration fees for formation of society;

21 At the time of registration, the Purchaser/s shall pay to the Developers stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or document or instrument of transfer in respect of the said property and the building to be executed in favour of the society or limited company.

22 The Purchaser/s for himself/ herself/ themselves with intention to bring all persons into whosoever hands the flat / premises may come doth hereby covenant with the Developers as follows:-



बदर-९/

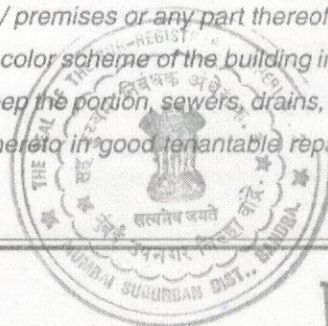
६३३२/३२

२००५





- a) to maintain the flat at the purchaser/s own cost in good tenantable repair condition from the date of possession of the flat and shall not do or suffered to be done anything in or to the building in which the flat/premises is situated, or to the staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the flat/premises is situated and / or to the flat / premises itself or any part thereof;
- b) not to store in the flat / premises any goods which are of hazardous, combustible or dangerous nature or so heavy as to damage the construction or structure of the building in which the flat/premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage any other structure of the building in which the flat / premises is situated and in any case any damage is caused to the building in which the flat / premises is situated or to the flat / premises of the Purchaser/s the Purchaser/s shall be liable for the consequence of the breach;
- c) to carry out at his own cost all internal repairs to the said flat/premises and maintain the flat/premises delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the flat/premises is situated or to the flat/premises which may be against the rules and regulations and bye-laws of the concerned local authority and in the event of the Purchaser/s committing any act in contravention of the above permissions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- d) not to demolish or cause to be demolished the flat/premises or any part thereof or any time make or cause to be made any addition or alternation of whatever nature in or to the flat / premises or any part thereof nor any alteration in the elevation and outside color scheme of the building in which the flat/premises is situated and shall keep the portion, sewers, drains, pipes in the flat/premises and appurtenances thereto in good tenantable repair condition and protect



बदर-९/  
६७९२/९३  
२००५





*the other parts of the building in which flat/premises is situated and shall not chisel or in any other manner damage R.C.C. columns, beams, walls, slabs, pardis or other structural members in the flat/premises without prior written permission of the Developers and/or the society or limited company;*

- e) *not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the flat/premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;*
- f) *not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat/premises in the compound or any portion of the said property and the building in which the flat/premises is situated;*
- g) *pay to the Developers within seven days of demand by the Developers his / her / their share of security deposit demanded by concerned local authority of government for giving water, electricity or any other service connection to the building in which the flat/premises is situated ;*
- h) *to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/ or Government and/or other public authority on account of change of user of the flat/premises by the Purchaser/s viz. user for any purpose other than for residential purpose;*
- i) *the Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser's/ Purchasers interest or benefit factor of this Agreement or part with possession of the flat/premises until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the flat Purchaser/s has/have intimated in writing to the Developers and obtained the No Objection of the Developers in writing;*
- ii) *purchaser/s shall observe and perform all the rules and regulations which the*



बदर-९/	
६९९२	३४
२००५	





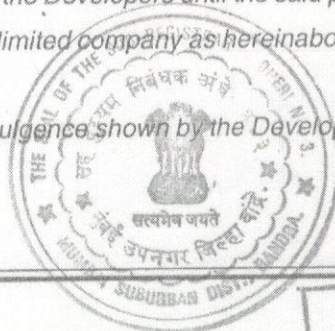
society or the limited company may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flat/premises therein and for the observance and the performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society / limited company regarding the occupation and use of the flat/premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or others outgoings in accordance with the terms of this Agreement;

k) till the conveyance of the building - in which the flat/premises is situated - is executed, the Purchaser/s shall permit the Developers and their surveyors and agents with or without workman and others at all reasonable times to enter into and upon the said property and building or any part thereof to view and examine the state and condition thereof.

23) The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as advance or deposit; sums received on account of share capital for the formation of a co-operative society or a limited company or towards the outgoing etc. and shall utilise the amount only for the purpose for which they have been received.

24) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat / premises or of the said property and building or any part thereof. The Purchaser/s shall have no claims save except in respect of the flat/premises hereby agreed to be sold to him / her / them and all open spaces, parking spaces, lobbies, staircase, terraces, recreation spaces, etc. will remain the property of the Developers until the said property and the building is transferred to the society/limited company as hereinabove mentioned.

25) Any delay tolerated or indulgence shown by the Developers in enforcing the terms



*Handwritten signature*

*Handwritten signature*

बदर-९/
२९९२/१५
२००५





of the Agreement or any forbearance or giving of time to the Purchaser/s by the Developers or any breach or non-compliance of any of the terms and conditions of the Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.

- 26) The Purchaser/s shall present this Agreement as well as the conveyance to the proper registration office for registration within the time limit prescribed by the registration act and the Developers will attend such office on being informed by the Purchaser/s and admit execution thereof.
- 27) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post Under Certificate of Posting at his / her / their address specified below:

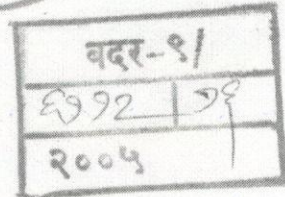
m/s. Paladiya Brothers & Co.

45/A. Shreeji Arcade,

1 & 2 Tata Road, Opera House,

Mumbai - 400004

- 25) The Agreement herein shall be subject to the provisions of the Maharashtra Apartment Ownership Flat Act (Maharashtra Act XV of 1977) and the rules made thereunder to the extent they are mandatory.



६९९२/७९  
↑  
२००५

६९९२/७९  
↑  
२००५



**THE SCHEDULE ABOVE REFERRED TO**

Firstly, all those pieces or parcels of lands or ground situate lying & being a Village: Mogra, Taluka: Anchari, within Mumbai Suburban District, bearing Survey No. 26 Hissa No. 1 Part corresponding CTS Nos. 375 admeasuring about 5126.2 sq. mts. and Survey No. 26 Hissa No. 2 corresponding CTS No. 378 admeasuring about 9003.4 as per Property Register Cards & bounded as follows :

- On all towards East : By properties bearing CTS No. 373 & 380;  
On all towards West : By property bearing CTS No. 345;  
On all towards North : By properties bearing CTS No. 376 & 377;  
On all towards South : By properties bearing CTS No. 386 & 388.

Secondly, all those pieces or parcels of lands lying and being at Village : Mogra, Taluka Anchari within Mumbai Suburban District, bearing Survey No. 27, Hissa No. 4 corresponding C.T.S. No. 371 admeasuring about 2370.5 sq. mts; Survey No. 26, Hissa No. 1 corresponding C.T.S. No. 376 admeasuring 4140.40 sq. mts; Survey No. 26, Hissa No. 2 corresponding C.T.S. No. 377 admeasuring 2363.9 sq. mts; and Survey No. 25, Hissa No. 1 C.T.S. No. 379 admeasuring 1122.0 sq. mts. as per Property Register Cards and bounded as follows:

- On all towards East : By the property of Mr. Patel;  
On all towards West : By the property of Smt. Jane Catherine Gomes;  
On all towards North : By the property of Maharashtra Housing & Area Development Authority;  
On all towards South : By the property of Salesette Parsi Panchayat.



बदर-९/
६९९२/९१०
२००५





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

SIGNED SEALED AND DELIVERED )

For Anuman Developers,

by the withinnamed 'DEVELOPERS' )

*Ajay Kamdar*

M/S ANUMAN DEVELOPERS at )

Partner.

the hand of its partner..... )

*Ajay Kamdar*

in the presence of *S. S. Bilaye* )

*[Signature]*

SIGNED SEALED AND DELIVERED )

by the withinnamed 'PURCHASERS' )

FOR PALADIYA BROTHERS & CO.

~~M/s/M/s.~~..... )

*PALADIYA BROTHERS & Co.* )

Part

x

*Paladiya*

PARTNER

P. No

*AJPPP 142961*

in the presence of *S. M. Sume* )

*[Signature]*

RECEIVED on the day and year first )

hereinabove written of and from the )

withinnamed, party of the Second )

Part, the sum of Rupees *Eighteen* )

*Lac Fifty Two Thousand* )

*Five Hundred only* )

by cash/cheque/D.D./pay )

sto no. *Various* )

Date..... drawn on..... )

..... being the )

Earnest money payable by him/her/. )

them to us. )

Rs. *18,52,500/-*

WITNESS :

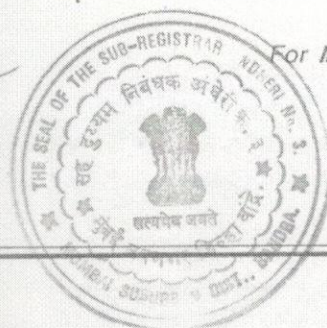
WE SAY RECEIVED

For M/s. Anuman Developers,

*[Signature]*

*Ajay Kamdar*

Partner.



बदर-९/  
६९९२/९८



ANNEXURE - 'A-1'



**Vinod J. Gandhi & Co.**

Advocates, Solicitors & Notary

Ador House,  
6, K. Dubash Marg (Rampart Row)  
Fort, Mumbai 400 023.  
Tel. : 22882443  
Telefax : 091-22-2285 3317

Ref. No 120/03

Date :

**CERTIFICATE OF TITLE**

Re : Property bearing CTS Nos. 375 (Corresponding S. No.26 Hissa No.2 (p) & 378 (corresponding S. No.25 Hissa No.2) of village Mogra, Taluka Andheri.

And

Development

And

**M/s. Anuman Developers.**

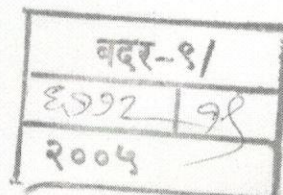
This is to confirm that as per the instructions of M/s. Anuman Developers we have had the searches taken in respect of the aforesaid property in the office of the Sub-Registrar of Assurances at Bandra as well as in the Office of the Sub-Registrar of Assurances at Bombay for the period 1961 to March 2003 as well as in the office of the City Survey and Tehsildar, Andheri.

We have perused the search report and all other relevant records in respect of the aforesaid property as well as diverse deeds, documents and writings executed by and between Arun Vasant Patil and others. Shri Dines K. Shah of M/s. Jyoti Construction Co. as well as M/s Anuman Developers including the following:-

Mutation Entry Nos. 64, 90, 187, 321, 492, 697, 1079, 1205, 1216 and 1218 in respect of the properties bearing S.No.26 H.No.2 (P) and S.No.25 Hissa No.2 of Village Mogra, Taluka Andheri (hereinafter jointly referred to as "the said Lands").

The extract in the Village form 7, 7A and 12 in respect of the said lands.

Property Register Cards in respect of the said lands.





4. *The Agreement for Sale dated 23.12.1975 executed by Mr. Vasant Gajanan Patil and others (hereinafter referred to as "the said Vasant Gajanan Patil & Others") in favour of Mr. Dinesh K. Shah for the sale of the said lands alongwith the sale of other lands owned by the Patil Family in the vicinity.*
5. *The Power of Attorney dated 2.2.1976 executed by the said Vasant Gajanan Patil and others in favour of the said Dinesh K. Shah for the development of the said lands.*
6. *The Agreement dated 17.10.1977 executed by Mr. Nathuram J. Baraf, a cultivator, in favour of Mr. Jaywant Balkrishna Patil, who was acting for self and in his capacity as the Constituted Attorney of the said Vasant Gajanan Patil & others.*
7. *The Supplemental Agreement dated 17.07.1977 executed by the said Vasant Gajanan Patil & Others in favour of Dinesh K. Shah in respect of the said lands.*
8. *The Agreement for Sale dated 1.7.1979 executed by M/s. Jyoti Construction Co. in favour of Mr. Pravinchandra C. Kamdar in respect of the sale of the said lands alongwith other lands owned by the Patil Family in the vicinity.*
9. *The Declaration dated 19.04.1980 executed by the said Nathuram J. Baraf and his three sons.*
10. *The Agreement dated 20.5.1980 executed by and between the said Pravinchandra Kamdar & the said Nathuram J. Baraf.*
11. *The Supplemental Agreement dated 1.10.1982 executed by the said M/s Jyoti Construction Co. in favour of M/s Manish Vijay Enterprises in respect of the sale of the said lands alongwith the sale of other lands owned by the Patil Family in the vicinity.*
12. *The Agreement dated 24.11.1993 executed amongst the said Dinesh K. Shah, the said M/s Jyoti Construction Co. and the said M/s Manish Vijay Enterprises in respect of the said lands.*
13. *The Agreement for Sale dated 24.11.1993 executed amongst the said Dinesh K. Shah, the said M/s Jyoti Construction Co., the said M/s Manish Vijay Enterprises and M/s Anuman Developers in respect of the said lands.*



बदर-९/
६९९२/२०
२००५



Public Notice dated 27.04.1994 appearing under the signature of Advocate M/s Ratilal Desai & Co. inter alia inviting objections to the sale of the said lands by one Mr. Ashok Shanbaug, claiming to be the Constituted Attorney of Ramchandra B. Mane and another to the undisclosed clients of Advocates M/s Ratilal Desai & Co.

Copy of letter dated 5.5.1994 addressed by Advocates M/s Vinod J. Gandhi & Co. to Advocates M/s Ratilal Desai & Co. inter alia taking objection on behalf of M/s Anuman Developers.

Public Notice dated 19.11.1984 appearing under the signature of advocate Mr. Mohit P. Jadhav, inter alia inviting objections, if any, to the sale of the said lands by the said Jaywant Patil and the said Ramchandra B. Mane to the undisclosed clients of Advocate Mr. Mohit P. Jadhav.

Copy of letter dated 25.11.1994 addressed by Advocates M/s Vinod J. Gandhi & Co. to Advocate Mr. Mohit P. Jadhav, taking objections on behalf of the said M/s Manish Vijay Enterprises and the said M/s Anuman Developers.

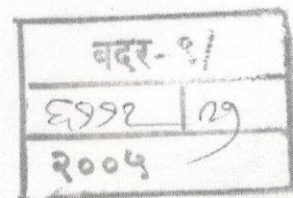
The Declaration dated 13.2.1995 executed by the said Arun Vasant Patil and others confirming the receipt of full and final payment receivable under various agreements referred to hereinabove from the said M/s Anuman Developers.

The Power of Attorney executed by the said Arun Vasant Patil & Others in favour of Mr. Ajay P. Kamdar, a partner in the firm of the said M/s Anuman Developers for the purposes of the development of the said lands.

The Declaration dated 29.3.1995 executed by Mr. Nanji M. Waghela relinquishing his rights, title, interest and possession of the said lands in favour of the said M/s Anuman Developers.

Letter no. CHE/8398/DPWS dated 5.6.1995 from the office of the Dy. Chief Engineer (DP), Municipal Corporation of Greater Mumbai, granting permission for the development of the said lands which falls under the reservation of Public Housing under Development Plan.

Copies of Consent Terms dated 8.8.1995 and Consent Decree dated 13.10.1995 in High Court Suit No. 789 of 1995 passed by the Hon'ble High Court of Bombay, which was the suit filed by Mr. Maulana Mohd. Sajjidali against Kartilal H. Patel & Others.





Copy of municipal Letter bearing No.CHE/233/DPWS/H & K dated 4.6.1996 sanctioning the reallocation of Play Ground & Public Housing under the D.P.Plan in respect of the said lands.

Certified copies of the three Declarations, one dated 10.6.1996 executed by the said Maulana Mohd. Sajjidali for himself and others, two dated 1.4.1996 executed by the said Maulana Mohd. Sajjidali, purporting to act as the Constituted attorneys for Mr. Jehangir Sheikh / Mr. Abdul Subhan Khan & Mr. Aziz Musa Memon.

Copy of fresh D.P. Remarks issued by the Executive Engineer (DP.) Municipal Corporation of Greater Mumbai vide letter no.CHE/182/DPWS dated 9.7.1996 in respect of the said lands.

No objection Certificate under Section 8 (4) of the Urban Land (C&R) Act, 1976, issued by the Competent Authority vide order bearing no.C / ULC/ SP6 (I) / V 1-321 / XXIII / 23 / 2049 dated 30.10.1996 in respect of the said lands.

Copy of Letter dated 16.9.1997 written by the said M/s Anuman Developers to the Mamlatdar & Executive Magistrate, Taluka Mahuwa, District Bhavnagar, Gujarat

Copy of Letter dated 13.11.1997 addressed by Mr. M.U.Pandey, Advocate for the said M/s Anuman Developers.

Copy of Letter dated 13.11.1997 addressed by Mr. M.U.Pandey, Advocate for the said M/s Anuman Developers to the Advocate General, Maharashtra State, seeking his consent to file Criminal Contempt Petition against the said Ramchandra B. Mane and seven others.

Copy of Letter dated 20.11.1997 addressed by Advocate General, Maharashtra State to Mr. M. U. Pandey, Advocate for the said M/s Anuman Developers, granting his consent to file the Criminal Contempt Petition against the said Ramchandra B. Mane & seven others.

Copy of Contempt Petition no.111 of 1997 filed in the High Court of Judicature at Bombay, by the said M/s Anuman Developers, against Mr. Ramchandra Bhalro Mane, Mr. Laxman B. Mane, Mr. Maulana Mohd. Sajjidali, Mr. Chintaman Shivram Patil, Mr. P.N.G. Shukla, Miss Mamta Thakkar, Mr. Bharat Joshi and Mr. Sanjay Trivedi.



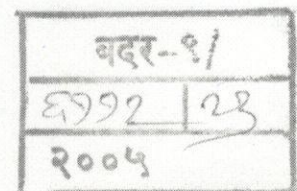
बदर-१/
६९९२   २२
२००५



32. Certified copy of the order dated 23.12.1997 issued by the Division Bench of High Court of Judicature at Bombay in Contempt Petition No.111 of 1997.
33. Certified copy of the Affidavit dated 27.1.1998 filed by the said Maulana Mohd. Sajidali in Contempt Petition no.111 of 1997.
34. Certified Copy of Written Statement dated 5.3.1998 filed by the said Maulana Mohd. Sajidali in the said H.C. Suit No. 215 of 1997.
35. Certified copy of the Affidavit dated 16.3.1998 filed by the said Maulana Mohd. Sajidali in Notice of Motion no.314 of 1997 in the said H.C.Suit no.215 of 1997.
36. Order dated 6.5.1998 passed by the Hon'ble Justice Mrs. K.K. Baam in Notice of Motion no.1086 of 1998 in the said H.C. Suit No.215 of 1997.
37. Certified Copy of Order dated 30.11.1998 passed by Hon'ble Justice Mrs. K.K. Baam in the said Notice of Motion no.314 of 1997 in the said H.C. Suit No.215 of 1997.

We have also perused the Opinion/Report dated 7th April, 2000, submitted by Mr. M.L. Pandey, Advocate, representing M/S Anuman Developers, throughout in the various proceedings, Mr. Pandey in his said report has summarised the factual position arising out of various documents and proceedings and have submitted his observations as under :-

1. The members of the Patil Family are the owners of the said lands described hereinafter.
2. The said Vasant Gajanan Patil and others agreed to sell the said lands to the said Dinesh K. Shah vide the Agreement for Sale dated 23.12.1975. The said Vasant Gajanan Patil and others executed the Power of Attorney dated 2.2.1976 appointing the said Dinesh K. Shah as their Constituted Attorney for the development of the said lands.
3. The actual area agreed to be sold by the said Vasant Gajanan Patil and others to the said Dinesh K. Shah was found to be more than that was described in the said Agreement for Sale dated 23.12.1975 and therefore, by mutual consent of the parties, the consideration amount payable under the said Agreement for Sale dated 23.12.1975 was increased and recording the said increase in the consideration amount, the Supplemental Agreement





dated 17.07.1977 was executed by and between the said Vasant Gajanan Patil and others and the said Dinesh K. Shah.

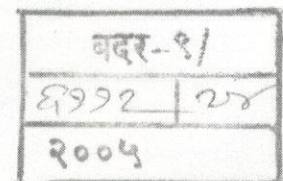
There was a cultivator by name Nathuram Jethya Baraf cultivating the said lands and by the Agreement dated 17.10.1977 executed by and between Jeevant Balkrishna Patil, one of the members of the Patil Family acting for himself and on behalf of the said Patil Family on the one part and the said Nathuram Jethya Baraf on the other part, the claim of the said Nathuram Jethya Baraf was settled.

The said Dinesh K. Shah carried the said lands agreed to be purchased by him under the said Agreement for Sale dated 23.12.1975 read with the said Supplemental Agreement for Sale dated 17.07.1977 in his proprietary concern of M/s Jyoti Construction Co.

By the Agreement for Sale dated 01.07.1979, the said M/s Jyoti Construction Co. agreed to grant the development rights in respect of the said lands agreed to be purchased from the said Vasant Gajanan Patil and others to Mr. Pravinchandra C. Kamdar who was acting for and on behalf of the firm of M/s Manish Vijay Enterprises.

The said Nathuram Jethya Baraf on receipt of the balance consideration amount agreed under the said Agreement dated 17.10.1977, executed the declaration dated 19.4.1980 declaring that he had surrendered the vacant and peaceful possession of the said lands. In executing the said declaration, the three sons of the said Nathuram Jethya Baraf, viz. (1) Shanker Nathuram Baraf (2) Ramesh Nathuram Baraf and (3) Nandu Nathuram Baraf also joined as the declarants. By the Agreement dated 20.5.1980 executed by and between the said Pravinchandra C. Kamdar, acting for and on behalf of his firm of M/s. Manish Vijay Enterprises on the one part and the said Nathuram Jethya Baraf on the other part, the said Pravinchandra C. Kamdar agreed to grant alternative accommodation in lieu of the three rooms in personal occupation of the said Nathuram Jethya Baraf situated on one of the said lands agreed to be acquired for development.

By the Supplemental Agreement dated 1.10.1982 the terms and conditions of the said Agreement for Sale dated 1.7.1979 were altered to record the reduction in consideration amount payable by the said M/s Manish Vijay Enterprises to the said M/s Jyoti Construction Co. under the said Agreement for Sale dated 1.7.1979 on account of inability on the part of the said M/s Jyoti Construction Co. to vacate and hand over possession of a structure on the said lands.





The said M/s Manish Vijay Enterprises had developed the various lands agreed to be purchased in respect whereof the development rights were obtained by them under the said Agreement for Sale dated 1.7.1979 save and except lands bearing CTS No. 375 and CTS No.378 of Village Mogra, Taluka Andheri, Bombay Suburban District, which lands they surrendered back to the said M/s Jyoti Construction Co. and therefore the said M/s Jyoti Construction Co. and the said Dinesh K. Shah once again became entitled to develop the said lands.

By the Agreement for sale dated 24.11.1993, the said Dinesh K. Shah of M/s. Jyoti Construction Co. with the consent and confirmation of the said M/s. Manish Vijay Enterprises agreed to grant the development rights in respect of the said two lands viz. CTS No.375 and 378 to M/s Anuman Developers, i.e. yourselves.

From the Public Notice dated 27.04.1994 appearing under the signature of Advocated M/s Ratilal Desai & Co., it appears that the said Ramchandra Bhairo Mane and Chhaganlal M. Patel claimed that they had agreed to purchase the said lands from the members of Patil Family. It further appeared that the said Ramchandra Bhairo Mane and Chhaganlal M. Patel had, in turn, purported to give Power of Attorney in favour of one Mr. Arun S. Shanbhag, who was negotiating to sell the said lands to the undisclosed clients of the Advocates M/s Ratilal Desai & Co. The said proposed sale of the said lands was objected to by the letter dated 5.5.1994 written by Advocated M/s. Vinod J. Gandhi & Co. (the undersigned) on behalf of the said M/s. Anuman Developers.

The Public Notice dated 19.11.1994 stated that Mr. Jaywant Balkrishna Patil and Mr. Ramchadra Bhairo Mane have agreed to transfer the said lands to undisclosed clients of Advocate Mr. Mohit P. Jadhav which also was objected by the said M/s Anuman Developers through their Advocates M/s Vinod J. Gandhi & Co.'s letter dated 25.11.1994.

By the Declaration dated 13.02.1995, the said Arun vasant Patil and others confirmed that full and final payment, receivable by them under various Agreements for Sale of the said lands has been received and that the said M/s Anuman Developers were entitled to develop the said lands.

By the Power of Attorney dated 13.2.1995, the said Arun Vasant Patil and others appointed Mr. Ajay Kamdar, a partner in the firm of the said M/s. Anuman Developers, to act as their Constituted Attorney in order to deal with and develop the said lands.



बदर-९/
६११२/२५
२००५



M/s. Nanji Navji Waghela was in possession of approximately 3000 square metres of land out of CTS No.375 and was cultivating the same. By the Deed of Release dated 29.3.1995, the said Nanji Navji Waghela declared and confirmed having handed over vacant and peaceful possession of the said 3000 square metres of land out of CTS No.375 to the said M/s Anuman Developers on payment of the agreed amount to him.

M/s. Anuman Developers have obtained Statutory permission to develop the said lands from the Office of the Dy. Chief Engineer (DP), Municipal Corporation of Greater Mumbai, since the said lands fall under reservation for Public Housing under the Development Plan.

M/s. Anuman Developers have also applied for and obtained reallocation of the D.P. reservation of Play Ground and Public Housing on the said lands to facilitate proper development of the same from the office of the Executive Engineer (D.P.) of the Municipal Corporation of Greater Mumbai.

M/s. Anuman Developers have submitted and obtained exemption order / C.O. under Section 8 (4) of the U.L. (C&R) Act, 1976 the Office of the Asst. Collector & Competent Authority for development of the said lands.

One Mr. Maulana Sajjidali had filed Suit no. 789 of 1995 on the Original Side of the High Court of Judicature at Bombay against Kantilal H. Patel and others. Mr. Ramchandra Bhairu Mane and Mr. Laxman Bhairu Mane contended in the said H.C. Suit No.789 of 1995 that the said Kantibhai H. Patel and others were the owners of the said lands and he was in adverse possession of the same and prayed for declaration that he had become owner of the said land by adverse possession. In the said H.C. Suit No.789 of 1995, the said Ramchandra Bhairu Mane and the said Laxman Bhairu Mane appeared claiming to be the Constituted Attorneys of the said Kantilal H. Patel and others and conceded that the said Maulana Mohammed Sajjidali, the plaintiff in the said suit, was in possession of the said lands and he had become the owner of the said lands by adverse possession. It appears that pending the said High Court Suit No.789 of 1995, the said the said Maulana Mohd. Sajjidali has purported to agree to transfer his rights in respect of the said lands in favour of M/s Tapovan Developers Pvt. Ltd. and had executed the Agreement for Sale dated 21.04.1995 and the Power of Attorney dated 1.4.1995, confirmed and registered three Declarations, one



बदर-९/  
६९९२ २४



dated 25.02.1992 signed by him for himself and others, two dated 1.04.1996 signed by him purporting to act as the Constituted attorneys of Mr. Jehangir Desai, Mr. Abdul Subhan Khan and Mr. Aziz Moosa Memon.

From the correspondence entered into between Advocates M/s Ratilal Desai & Co. and Advocates M/s Vinod J. Gandhi & Co.; and Advocate MR.. Mohit P. Jadhav and Advocate M/s Vinod J. Gandhi & Co., it is abundantly clear that the claim of adverse possession made in the said H.C. Suit No.789 of 1995 by the said Maulana Mohd. Sajjidali was not correct.

From the Revenue records and other documents, it appears that the said Kantilal H. Patel and other were the owners of the said lands and the said Kantilal H. Patel and others had nothing to do with the said lands. Therefore, neither the said Kantilal H. Patel and others, nor anyone acting on their behalf, had any right or authority to concede adverse possession in favour of the said Maulana Mohd. Sajjidali as was sought to be done in the said H.C. Suit No.789 of 1995.

The said Patil Family, by a Deed of Conveyance dated 28.09.1946, had sold 35 gunthas of land out of land bearing S. No. 26, H.No.2, which was originally admeasuring 2 Acres, 11 gunthas, to the said Kantilal H. Patel and others. The said land admeasuring 35 gunthas sold to the said Kantilal H. Patel and others by the said Conveyance is given S.No.26, Hissa No.2 (part), corresponding CTS No. 373 whereas the balance and admeasuring 1 Acre, 76 gunthas out of the original S.No.26, Hissa No.2 retained by the said Patil Family is given S.No.26, Hissa no.2 (part), corresponding CTS No.375. On perusal of the affidavit dated 13.08.1997 filed by the said Maulana Mohd. Sajjidali in the said Notice of motion no. 314 in the said H.C. Suit No.789 of 1995 and affidavit dated March 1997 of Chintaman Shivram Patil, the Director of M/s Tapovan Developers P. Ltd. It is evident that they have claimed only 35 gunthas of land in the said S.No.26 Hissa No.2 (part) which is CTS No.373. Therefore, from their own statements / contentions, it is clear that they have not claimed any right in CTS No.375.

Magistrate and Executive Magistrate, Mahuva, by his letter dated 16.09.1997 has certified that both the Power of Attorneys dated 25.02.1992, one alleged to have been executed by Mr. Jaywant Balkrishna Patil in favour of the said Ramchandra B. Mane and the said Laxman B. Mane and the other alleged to have been executed by Kantilal H. Patel and others in favour of the said



बदर-९/
६९९२ २०
२००५



Farmhand B. Mane and the said Laxman B. Mane were forged documents and the seal as also the signatures on the said documents were falsified.

The said Maulana Mohd. Sajidali, in whose favour the decree was obtained in the said H.C. Suit No.789 of 1995, has filed an affidavit dated 27.1.1998 in Court of District Judge No.111 of 1997 inter alia stating therein that he was never in possession of the said lands and he did not claim possession of the said lands and he did not have any right, title and interest in the said lands. He consented to the Consent Terms dated 8.8.1995 and the Consent Decree dated 18-10-1995 in the said H.C. Suit no. 789 of 1995 being set aside. The said Maulana Mohd. Sajidali has also filed his written statement dated 21.1.1998 in the said H.C. Suit No.215 of 1997, which suit was filed by the original owners of the said lands i.e. the said Arun Vasant Patil and others, the said Dinesh K. Shah and the same M/s. Anuman Developers, consenting to the said Consent Decree dated 18-10-1995 in the said H.C. Suit No.789 of 1995 being set aside as also he has filed affidavit dated 27-1-1998 to the same effect. By the said Written Statement and the said affidavit he has further stated that it was the said M/s. Tapovan Developers who misused his name in filing the said H.C. Suit No.789 of 1995 and in obtaining the said Consent Decree dated 18-10-1995 therein.

At the hearing of the said Notice of Motion No.314 of 1997 in the said High Court Suit No.215 of 1997, a person remained present in Court claiming to be Jaywant Balkrishna Patil and took out the Chamber summons No.7184 of 1997 for being impleaded as party to the said suit and the said Notice of Motion. The Hon'ble Justice Mrs. K.K. Baam, by the Order dated 1-5-1997 directed an enquiry to be conducted by the Police as to whether the said person was Jaywant Balkrishna Patil and whether he had any concern with the said Lands bearing CTS Nos. 375 and 378 of Village Wagra, Taluka Andheri, Bombay Suburban District. Pursuant to the direction dated 1-5-1997 passed by the Hon'ble Justice Mrs. K.K. Baam, the Police held an enquiry at Alang, Taluka Hahuva, District Bhavanagar and at Mumbai and submitted a report to the Hon'ble Court that the said person was not Jaywant Balkrishna Patil and he has no concern or connection with the said lands. The said person has thereafter never appeared in the Court and has not adopted any other or further proceedings.



वदर-१/
६९९२/२५
२००५



In the said H.C. Suit No.215 of 1997 filed by the said Arun Vasant Patil and others, both the sons of late Mr. Jaywant Balkrishna Patil, viz. Mr. Arvind Jaywant Patil and Mr. Surendra Jaywant Patil, have filed their respective affidavits, both dated 31-03-1997, stating therein that their father, Late Mr. Jaywant Balkrishna Patil, who was working as Assistant Housing Commissioner, Maharashtra Housing Board had died on 22-08-1990.

The Notice of Motion No.314 of 1997 in the said H.C. Suit No.215 of 1997 was heard along with the Notice of Motion No.313 of 1997 in the H.C. Suit No.214 of 1997. The Hon'ble Justice Mrs. K.K. Baam of the High Court of Judicature at Bombay, by the Order dated 24-11-1998 / 30-11-1998 passed in details in the said companion Notice of Motion No.313 of 1997 in H.C. Suit No.214 of 1997 disposed off the said Notice of Motion and by giving a final reason and order in the Notice of Motion No.314 of 1997 in H.C. Suit No.215 of 1997, disposed of the same also. By the said order, the Hon'ble Court disposed of the said Notice of Motion No.314, of 1997 in the said H.C. Suit No.215 of 1997, for the reasons recorded by her in detail in the said Notice of Motion No.313 of 1997 in the said H.C. Suit No.214 of 1997. In the said detailed order recorded in the companion suit, the Hon'ble Court inter alia held/observed as follows :-

- 1) Maulana Mohd. Sajjidali was put up as stooge by Tapovan Developers P Ltd. in filing the said H.C. Suit No.783 of 1995.
- 2) The claim of Tapovan Developers P. Ltd. with regard to they having agreed to purchase the said lands from Maulana Mohd. Sajjidali is incorrect in as much as even on paper the said Maulana Mohd. Sajjidali was shown to have been paid a paltry amount.
- 3) The claim of the said Maulana Mohd. Sajjidali of adverse possession is unbelievable by virtue of the two public notices referred to hereinabove being dated 27th April, 1994 and 19th November, 1994, the contents whereof show that the very same Ramchandra Bhairo Mane and Chhagan M. Patel on the one hand were claiming to have purchased the said lands from the members of the Patil family and on the other hand the said Ramchandra Bhairo Mane purported to concede to the Consent Decree in favour of Maulana Mohd. Sajjidali.



बंदरा-९/
६९९२/२९
Book



...disbelieved the three declarations, two dated 1-4-1996 and one dated 1-4-1996, whereby the said lands were sought to be claimed by the said Tapovan Developers P. Ltd. and observed that the date of the Agreement or Sale dated 21-4-1995, which was prior to filing of the said Consent Decree dated 31-7-1995 and the said Consent Decree dated 3-8-1995 in the said S.C. Suit No.783 of 1995 reflects that there was a conspiracy hatched out by the said Ramchandra Bhairo Mane and the said Laxman Bhairo Mane and the said Tapovan Developers P. Ltd. for usurping the said lands and in that the said Maulana Mohd. Sajidali was put up as a stooge to the conspiracy.

The contents of the said declarations to the effect that the entire consideration is paid is false and disbelieved.

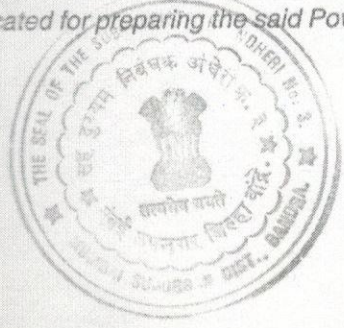
The contents of the said declarations are false with regard to the payment, handing over of possession and the receipt of money. Though in the said declarations, the price of the said lands is shown to be ten times than what was mentioned in the declaration under Section 269 UC in the form 37-I and the contention of the said Tapovan Developers Pvt. Ltd. that there was a typographical error is not believed with regard to the quantum of consideration.

The entries in the said Power of Attorney dated 25-2-1992 show as if the said Ramchandra Bhairo Mane and the said Laxman Bhairo Mane has agreed to purchase the said lands for the purposes of development of the same whereas they have purported to act as the Constituted Attorneys of the Dias Family to concede to alleged claims of adverse possession in favour of the said Maulana Mohd. Sajidali.

The said Power of Attorney dated 25-2-1992 on the basis whereof the said Ramchandra Bhairo Mane and the said Laxman Bhairo Mane purported to concede adverse possession does not entitle or permit or authorise them to concede adverse possession of the said lands.

At no point of time the members of the Dias Family were residing in the State of Gujarat.

The Minister, Mahuva, has stated in writing that his signatures and the stamp have been fabricated for preparing the said Power of Attorney dated 25-2-1992.



વહર-૧/
૬૭૭૨/૩૦
૨૦૦૫



... in the said H.C. Suit No.214 of 1997 which are also applicable to the said lands of Patil Family by virtue of paragraph 3 of the said Order dated 3-7-1997.

From the aforesaid documents and observations Mr. Pandey, Advocate, has ascribed the position as under :-

The said lands in question are owned by the said Arun Vasant Patil & Others and the same are not owned by the said Kantilal M. Patel & Others.

The members of the Patil Family agreed to sell the said lands to the said Dinesh K. Shah, who agreed to grant the development rights in respect of the said lands to the said Pravinchandra C. Kamdar, who was acting for the said M/s. Manish Vijay Enterprises. The said M/s. Manish Vijay Enterprises after developing some of the lands, returned back the development rights in respect of the lands bearing CTS No.375 and 378 of Village Mogra, Taluka Andheri, Bombay Suburban District to the said Dinesh K. Shah of M/s. Jyoti Construction Co. and the said Dinesh K. Shah granted the development rights in respect of the said lands to M/s. Woman Developers.

The Consent Decree dated 18-10-1995 obtained in the said H.C. Suit No.789 of 1995, declaring that the said Maulana Mohd. Sajjadali has become the owner of the said lands by adverse possession, which is conceded on behalf of the said Kantilal H. Patel and others who are not the owners of the said lands, in contrary to the facts emerging out of the correspondence between the Advocates recited hereinabove. Furthermore, the said Maulana Mohd. Sajjadali himself has filed his Affidavit dated 27-1-1998 in the said Contempt Petition No.111 of 1997 as also his Written Statement dated 5-3-1998 and Affidavit dated 16-3-1998 in the said H.C. Suit No.215 of 1997 stating therein that he was never in possession of the said lands, he is not in possession of the said lands, he does not claim any right, title and interest in the said lands and he has consented to the said Consent Terms dated 8-8-1995 and the said Consent Decree dated 18-10-1995 being set aside.

The documents relied upon viz. the Power of Attorney dated 25-2-1992 for obtaining the said Consent Decree dated 18-10-1995 in the said H.C. Suit No.789 of 1995 is certified by the Authority under whose seal it has



बदर-९/	
६९९२	३२
३००६	



been purportedly authenticated, as a forged and fabricated document manufactured by fabricating the seal and forging the signature of the Authority.

Though the suit filed by M/s. Anuman Developers being the H.C. Suit No.215 of 1997 is still pending, however in view of the fact that firstly, the said Kantilal H. Patel and others, were not the Owners of the said lands and secondly, the said Maulana Mohd. Sajidali, the Decree holder has filed his written statement dated 5-3-1998 and the Affidavit dated 16-3-1998 in the said H.C. Suit No.215 of 1997 consenting to the said Consent Decree dated 18-10-1995 in the said H.C. Suit No.789 of 1995 being set aside and declaring. That he has no right or claim therein. It is abundantly clear that the said Maulana Mohd. Sajidali has no claim of any nature whatsoever in respect of the said lands. In these circumstances, anyone purporting to claim through the said Maulana Mohd. Sajidali will have no right or claim in respect of the said lands.

Mr. M.U. Pandey, Advocate has further observed that taking into consideration that the said Kantilal H. Patel and others were not the owners of the said land against whom the said Consent Decree dated 18-10-1995 in the said H.C. Suit No.789 of 1995 for whose possession has been obtained, in his opinion the title of the said Arun Vasant Patil and others to the said lands is clear and marketable, However, the litigations pending in the Hon'ble Court will have to be taken to their logical conclusions.

On the perusal of the records and the opinion and observations made by Mr. M.U. Pandey, Advocate, as aforesaid, in our opinion the title of Arun Vasant Patil and others to the abovesaid properties is clear and marketable, subject however to what is stated hereinabove and observed by Mr. M.U. Pandey.

In pursuance of the various orders and the plans sanctioned by the Municipal Corporation of Greater Bombay, M/s. Anuman Developers are at present developing the said lands under the aforesaid deeds and documents in their favour.

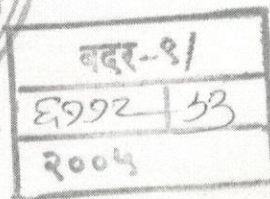
Dated this 27th day of September, 2003.

Witness my hand

Shri. J. Gandhi & Co.,

Advocates

Chartered Solicitors & Notary.





ANNEXURE - 'A-2'



**Vinod J. Gandhi & Co.**

Advocates, Solicitors & Notary

Ador House,  
6, K. Dubash Marg (Rampart Row)  
Fort, Mumbai 400 023  
Tel. : 22882443  
Telefax : 091-22-2285 3317

Date :

**CERTIFICATE OF TITLE**

Property bearing CTS Nos. 371, 376, 377 and 379 of Village Mogra,  
Taluka Andheri.

And

Development

And

**M/s. Anuman Developers.**

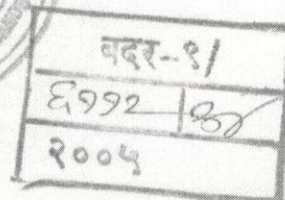
We have to inform that as per the instructions of M/s. Anuman Developers we have  
conducted the searches taken in respect of the aforesaid property in the Office of the  
Registrar of Assurances at Bandra as well as in the Office of the Sub-Registrar  
of Assurances at Bombay for the period 1961 to March 2003 as well as in the  
Office of the City Survey and Tehsildar, Andheri.

We have perused the search report and all other relevant records in respect of the  
aforesaid property as well as diverse deeds, documents and writings executed by  
and between Mrs. Monica Dias and others, Shri. K. B. Joshi of M/s. K. B. Johsi &  
Associates as well as M/s. Anuman Developers including the following:-

ORDER BEARING NO. C/ULC.6(1) SR-VII/783/VIII-782 dated 7th Novemebrr,  
2003 under Section 3 (4) passed by the Additional Collector & Competent  
Authority under the Urban Land (Ceiling & Regulation) Act, 1976.

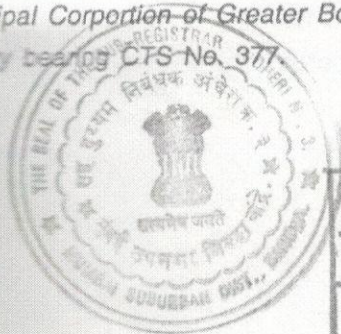
Notice issued and published in Free Press Journal.

Correspondence with Advocates / Solicitors of various claimants.





4. NOC dated 24th January, 1994 under Section 269 UL (3) of the Income Tax Act, 1961.
  5. Measurement Order regarding the measurement and site demarcation plan issued by the City survey Officer, IV.
  6. Public Notice in the Janma Bhoomi of 26th April, 1994.
  7. Letter dated 5th May, 1994 issued by M/s Vinod J. Gandhi & Co. in reply to the public notice.
  8. D. P. Remark dated 1st October, 1994 issued by Municipal Corporation of Greater Bombay vide its letter no.CHE/4984/DPWS along with the plan.
  9. Public Notice in the Bombay Samachar of 19th November, 1994.
  10. Reply letter dated 25th November, 1994 bearing no.VG/188/94 addressed by M/s Vinod J. Gandhi & Co.
  11. Release deed dated 8th December, 1994 by one of the sitting tenants namely Sabuben Kharwa in favour of K. B. Joshi & Associates.
  12. Release deed dated 9th December, 1994 by Nanji M. Waghela and another in favour of K.B. Joshi & Associates.
  13. Declaration dated 10th May, 1995 made by Beryl Murzello & 19 others (the original owners).
  14. NOC dated 5th June, 1995 bearing Order no.CHE/87398/DPWS granted by Dy. C.E. (D.P.-(I)/C) for development of Public Housing.
  15. IOD dated 12th September, 1995 bearing no.CE/5871/WS/AK issued by Exe. Engineer (B.P.) of Municipal Corporation of Greater Bombay.
16. Copy of Advertisement published in the Times of India dated 18th October, 1995 for announcement of the Project.
17. Notice issued by the Municipal Corporation of Greater Bombay for fixing the market value of the property bearing CTS No. 377.
18. Notice issued by the Municipal Corporation of Greater Bombay for lowering the market value of the property bearing CTS No. 377.

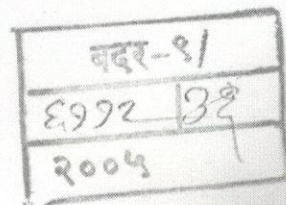


बदर-९/	
६९९२	३४
२००५	



20. Provisional Receipt dated 27th October, 1995 bearing no. 11503 issued by the Municipal Corporation of Greater Bombay for payment of L.U.C. Tax.
21. Provisional Receipt dated 30th March, 1996 bearing no. 30212 issued by the Municipal Corporation of Greater Bombay for payment of L.U.C. Tax.
22. Receipt issued by the Municipal Corporation of Greater Bombay for payment of L.U.C. Tax.
23. Receipt no.; 13849 dated 2nd December, 1995 issued by Bombay Suburban Electric Supply Ltd. for payment of cost of service line.
24. Copy of Commencement Certificate dated 25th May, 1996 issued by Municipal Corporation of Greater Bombay.
25. Permission dated 4th June, 1996 granted by Executive Engineer (D.P.) vide Order no.CHE/233/DPWS/H&K for reallocation of D.P. Reservation.
26. Receipt No.SR/1583 dated 13th June, 1996 issued by Municipal Corporation of Greater Bombay towards payment of extra water charges.
27. Fresh D.P. Remarks dated 9th July, 1996 issued by the Asstt. Engineer (D.P.) vide order no.CHE/182/DPWS incorporating reallocated D.P. reservation.
28. Corrigendum dated 7th August, 1996 to 8(4) Order no.C/ULC 16 (i) / SR - 783 VIII - 7882 under the Urban Land (Ceiling & Regulation) Act, 1975 in respect of the suit properties vide order bearing no.C/ULC/6(i)/SR VII-7 VIII-782.
29. N.O.C. dated 9th September, 1996 under the U.L. (C&R) Act, 1975 availing T.D.R. in respect of properties bearing CTS nos 371 and reserved for Play Ground under D.P. reservation vide order no.C/ULC/D-V, TDR/WS/320.
30. Provisional receipt no.127188 dated 29th November, 1996 towards payment of N.A. tax and conversion tax issued by Bill Collector, Mogra.

We have also perused the papers and proceedings in a High Court, O.O.C.J. Suit no.783 of 1995 filed by one Mr. Maulana Mohd. Sajidali... the Plaintiff against Mrs. Beryl Murzello and others.... the Defendants. The said suit was filed by the said Maulana Mohd. Sajidali against the said Mrs. Beryl Murzello and others inter alia



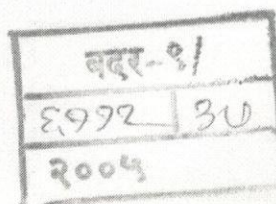


for a declaration that the said Mulana Mohd. Sajidali had been in possession of the aforesaid property for more than twelve years and that he has acquired title to the said property by adverse possession. None of the Defendants who were the original owners were served with the proceedings in the said suit, however one Ramchandra Bhairo Mane and another who claimed to be the Constituted Attorneys to some of the Original Owners under a Power of Attorney alledged to have been executed sometime in 1992 at Mahuwa, a remote Village in district Bhavanagar of Gujarat State had accepted service of summons.

On the basis of the said Power of Attorney alledged to have been executed in Mahuwa by some of the Defendants, a consent decree was obtained by the said Maulana Mohd. Sajidali in the said suit No.783 of 1995. A declaration was thereafter made by Maulana Mohd. Sajidali and three others inter alia for bringing the fact of the consent decree on record. The said declaration was lodged for registration in the Office of the Sub-Registrar of Assurances. The Original Onwers at this point of time came to know about the alledged Power of Attorney and the consent decree passed in the aforesaid suit behind their back and without their knowldge.

The Original Owners as advised in the circumstances aforesaid filed a suit being High Court Suit No.214 of 1997 inter alia challenging the Consent Decree passed in the said High Court, O.O.C.J. Suit No.783 of 1985. In the said suit the Original Owners as plaintiffs also took out a Notice of Motion bringing on record the fraud played on the Original Owners i.e. the Plaintiffs in the said suit and inter alia for declaration that the said Consent Decree obtained fraudulently wiotout their knowledge is not binding on them. By an Order dated 24/30th November, 1995 pased on the Notice of Motion, the Hon'ble High Court inter alia took into consideration the fact that (i) the original owners had never been in their lifetime to village Mahuwa in District Bhavnagar in the State Gujarat much less having executed any Power of Attorney in favour of the said Ramchandra Bhairo Mane and another; (ii) the letter issued by the Executive Magistrate taluka Mahuwa, District Bhavnagar before whom the alledged power alledged to have been executed stated that the rubber stamp and signature of the Executive Magistrate were forged and fabricated.

While passign the said Order on the Notice of Motion the Hon'ble High Court also took into consideration the affidavit and the Written Statement by the said Maulana Mohd. Sajidali inter alia stating that he was implicated wrongly inthe proceedings as the Plaintiff and confirmed that he was never in possession of the suit property or any part thereof and that he was made to sign certain documents to make a





wrongful and fictitious claim by some people who took the monetary advantage and benefits arising out of the proceedings.

Since the matter is subjudice the fact hereinabove are narrated briefly only to acquaint the persons dealing with the property about certain aspects arising out of the claims made by certain persons in the suit property.

We have also perused the papers and proceedings in High Court, O.O.C.J. suit No.214 of 1997 as well as the Notice of Motion No.313 of 1997 taken out in the said suit filed by Mrs. Beryl Murzello and others, the Owners/ Developers of the One Part against Ramchandra Bhajiro Mane and others of the Other part and the Order dated 24/30th November, 1998 passed by the Hon'ble High Court at Bombay on the aforesaid Notice of Motion No.313 of 1997 as well as the detailed report dated 25th day of October, 1999 prepared by Advocate Mr. M.U. Pandey for the Owners/Developers who throughout represented the owners in various proceedings.

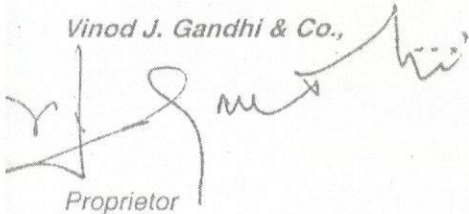
On the perusal of the Search Report, diverse papers and proceedings and writings as well as the proceedings and the said order dated 24/30th November, 1998 and the detailed report of Mr. M.U. Pandey, Advocate, in respect of the aforesaid property; in our opinion, the title of Mrs. Beryl Murzello & Others, the Owners, described in the proceedings, is marketable and free from encumbrances subject however to the proceedings referred to hereinabove.

Pursuant to the various orders and the plans sanctioned by the Municipal Corporation of Greater Bombay, M/s. Anuman Developers are at present developing the said property under the diverse deeds and documents in their favour.

Dated this 27th day of September, 2003.

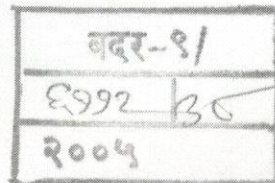
Yours truly,

Vinod J. Gandhi & Co.,



Proprietor

Advocates, Solicitors & Notary.





मातृमत्तोच्या रजिस्टर कार्डातील उतारा

ANNEXURE - 'B'-1'

तालुका अंधेरी, जिल्हा-मुंबई उपनगर, मुंबई (अर्ज क्रमांक १२१७)

रिटो तर्फे - भोगरा			
रिटो तर्फे नंबर	क्षेत्र नंबर	सत्ता प्रकार	तरका सा भरलेल्या सा-याचा अध्या उडापा तपशील व लक्षा बदलापयापा
360	२००३-४		

घोषवाटोपो रक्कम

सन १९६६ मध्ये धारण करणा-यात नाव-दळक प्राप्त झाला हे जाणवते.

घात लागून तोपर्यंत :- धर्म अययंत बाळकृष्ण फारिज आणि इतर-चार

घरदेदार

इतर वोजे

इतर क्षेत्रे

क्र. नं.	व्यवहार	दहाल्युम	नवीन धारण करणा-यांचा अध्या इतर वोजा असणारा (ई)	साक्षीदार
१	२	३	४	५

224/2000  
256/2000  
210/2000  
[Signatures]

बोडी  
[Handwritten notes]



खरी नक्कल

[Signature]  
अध्या धूमपान अधिकारी, अंधेरी



२००३-४  
[Handwritten notes]

बंदर-९/  
६९९२/३४  
२००५



मालमत्तेच्या रजिस्टर कार्यातील उतारा

तालुका अंधेरी, जिल्हा-मुंबई उपनगर, मुंबई (अर्ज क्रमांक १२१५)

सर्वे क्रमांक	मोहरा	क्षेत्रफळ	सत्ता प्रकार	सरकारला भरलेल्या सो-याचा अध्या खापा तपशील व कट्टा बदलापयाचा
304		५९२६.२		

आटीपी रक्कम

१२६५ मध्ये धारण करणा-यास नाव-हक्क प्राप्त झाला १ जापवत  
 तालुका तोपवत :- श्री. जयवंत बाळगुरुफ पाटील आणि इतर चार

नाम  
 वर बोजे  
 वर जेरे

क्रमांक	व्यवहार	ट्टाल्युम	नवीन धारण करणा-यांचा अध्या इतर बोजा असणारा (ई)	साक्षीदार
२	३	४	५	
	२५६१००० २५६१०००० २५६१२००० Residual २५६१३०००	२५६१००० २५६१००० २५६१२००० २५६१३०००	५९२६.२ ५९२६.२ ५९२६.२ ५९२६.२	 <p>खरी नकल</p> <p>अधीन प्रमाणन अधिकारी, अंधेरी</p>  <p>५९२६.२</p> <p>पंचवट्या</p> <p>अधीन प्रमाणन अधिकारी, अंधेरी</p>

बदर-९/  
 ६९९२/००



मालमत्तेच्या रजिस्टर कार्यातील उतारा

तालुका अंधेरी, जिल्हा-मुंबई उपनगर, मुंबई (अर्ज क्रमांक १२१७)

सिटी सर्वे नंबर	क्षेत्रातील पौरस मिटर	सत्ता प्रकार	सरकारला भरलेल्या सा-याचा अथवा खासा तपशील व केव्हा बदलावयाचा
369	2360.4	—	—

वहिवाटीची रक्कम

सन १९६६ मध्ये धारण करणा-यास नाव-हक्क प्राप्त झाला १ जोपर्यंत तपास लागला तोपर्यंत :-

पट्टेदार  
इतर बोजे  
इतर शेर

तारीख	व्यवहार	व्हाल्युम	नवीन धारण करणा-यांचा अथवा इतर बोजा असणारा (ई)	साक्षीदार
१	२	३	४	५

२०११/१२	वाढत्या भूजि. डि. ३०/११/१२ व मरिदापूर डि. ००/११/१२ गा. म. म. अ. मुंबई ऑफिस व म. म. गोवळ. ३०/११/१२ डि. २०११/१२ अंधेरी वॉल्वाम	६३	(H) १) मायकेल डायस २) ओवेन ड्राट डायस वॉल्वाम	दा. री. x x x ०१.११.११/१२ मुंबई
---------	--	----	---	------------------------------------

२०११/१२	वर्षीला समाजे		(H) १) गिरीश गोखला डायस २) गिरीश लक्ष्मी गुडपिकर ३) श्री केशव डायस ४) श्री गिरीश अण्णा पुत्रगिरी ५) शिरीश येणू पंडित ६) श्री अश्विनी डायस ७) श्री जय श्री डायस ८) श्री प्रमोद गोखला ९) श्री प्रमोद अण्णा गोखला वॉल्वाम १०) श्री अश्विनी डायस वॉल्वाम ११) श्री अश्विनी डायस वॉल्वाम	दा. री. x x x ०१.११.११/१२ मुंबई
---------	---------------	--	---	------------------------------------



कुरी नककल

११/११/१२

वदर-१/११/१२  
६९९२-१७

कारणार...  
साक्षी कारणार...



मातृमत्तेच्या रजिस्टर कार्डातील उतारा

तालुका अंधेरी, जिल्हा-मुंबई उपनगर, मुंबई (अर्ज क्रमांक १२१७)

टो सर्व	मोबारा		
टो सर्व	क्षेत्र	सत्ता प्रकार	सरकारला भरलेल्या सा-याचा
नंबर	घोरत मीटर		अथवा छडापा तपशोल व
			केटहा बदलावयाचा
36E	8980.8		

गोष्टाटीपो इक्वम

त १९६६ मध्ये धारण करणा-यात नाव-हक्क प्राप्त झाला १ नोपयंत  
 यात लागता नोपयंत :- मोती

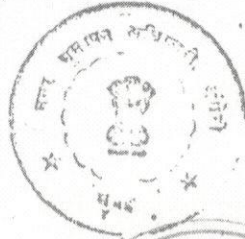
रदेदार

इतर वोजे

इतर क्षेत्रे

आरोख	व्यवहार	ट्टाल्युम	नवीन धारण करणा-यांचा अथवा इतर वोजा असणारा(ई)	साक्षीदार
१	२	३	४	५

221612007  
 231612020  
 241612000  
 241612000  
 241612000



खरी नक्कल

तपर धुमापन अधिकारी, मंत्रालय

8980.8 इतर वोजे मोती  
 चार इतर वोजे चार इतर वोजे

म.स. रजिस्ट्रार कार्यालय, अंधेरी

पत्र-१/  
 ६११२/१२  
 २००५



पर्व स्वीकार्याची	24/6/2000	पर्व नोंदी।	००-००
वर्षक	25/6/2000	पर्व नोंदी।	००-००
वर्षक	27/6/2000	पर्व नोंदी।	००-४३
वर्षक	<u>28/6/2000</u>	पर्व नोंदी।	००-४०

प्रमाणपत्र

विशेष प्रमाणपत्र  
 #2343: e-... इदोम एगार तिनेरो।  
 नेसल पुर्णक कुलोरा मग  
 ...  
 ...  
 ...



वदर-९/	
६९९२	३
२००५	



मालमत्तेच्या रजिस्टर कार्डातील उतारा

ANNEXURE - 'B-5'

तालुका, अंधेरी, जिल्हा-मुंबई उपनगर, मुंबई (अर्ज क्रमांक १२१७)

हो तर्फे - मोरारा	क्षेत्र	सत्ता प्रकार	तरकारता भरलेल्या सा-यापा अथवा खापा तपशील व केव्हा बदलावयाचा
हो तर्फे	पोस्ट मिटर		
300	33E3.e		

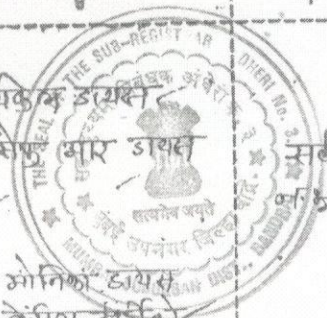
खातीचा रक्कम

1966 मध्ये धारण करणा-यास नाव-हक्क प्राप्त झाला १: जोपयंत  
 प्राप्त लागला तोपर्यंत :-

होदार	
हो वोजे	
हो शेरे	

होख	व्यवहार	म्हाल्युम	नवीन धारण करणा-यांचा अथवा इतर वोजा असणारा(ई)	साक्षीदार
१	२	३	४	५

१	२	३	४	५
१	२	३	४	५
१	२	३	४	५



बदल-१/  
 ६११२/७०  
 २००५



खरी नक्कल  
 अथवा धारण करणा-यास नाव-हक्क प्राप्त झाला १: जोपयंत



नं. 200.4  
 कोनहार गिनरी  
 पंच लखास भाग

*[Handwritten signature]*

नगर अधिकारी

दिनांक	21/6/2000	...
...	23/6/2000	...
...	21/6/2000	...
...	<i>Received</i>	...
...	<i>21/6/00</i>	...



बंदर-९/  
 ६९९२/०५  
 २००५



मालमत्तेच्या रजिस्टर काठातील उतारा

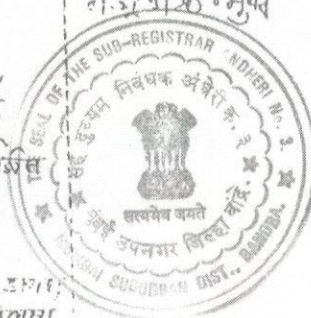
तालुका अंधेरी, जिल्हा-मुंबई उपनगर, मुंबई (अर्ज क्रमांक १२७७)

क्षेत्रफळ चौरस मिटर	सत्ता प्रकार	सरकारला भरलेल्या सा-वाधा अथवा व्हापा तपशील व केव्हा बदलाववाधा
११२२.००		

नवी रक्कम

मदये धारण करणा-यास नाव-हक्क प्राप्त झाला ? जोपर्यंत  
सत्ता तोपर्यंत :-

(Blank space for signature or notes)

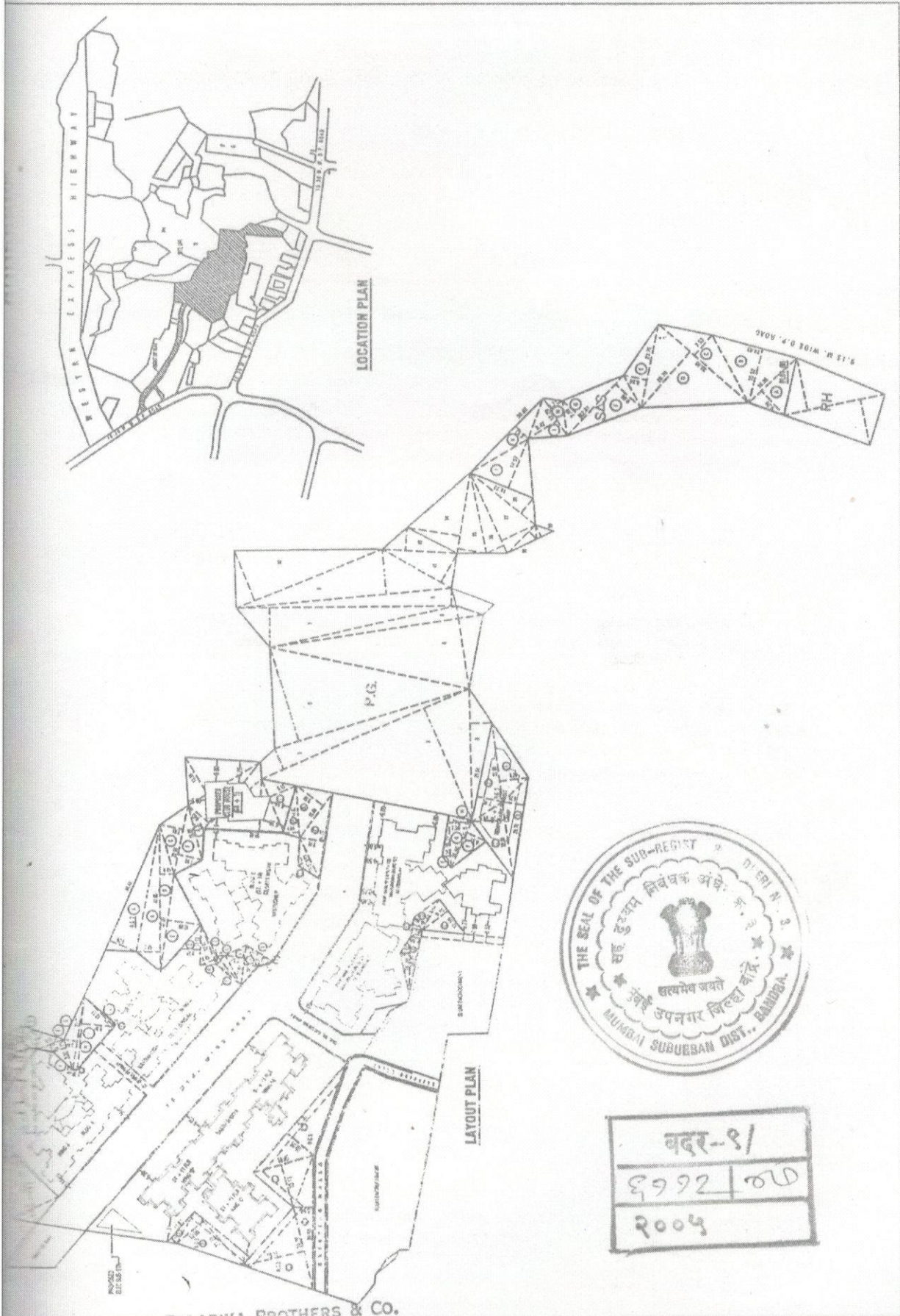
व्यवहार	व्हाल्युम	नवीन धारण करणा-यांचा अथवा इतर वोज असणारा(ई)	साक्षीदार
२	३	४	५
<p>वाढरा अर्ज क्र. २०१८३ ६१ वा.म.नि.शा.प.अ. क्र. १०११०२ मा. ग. भू. म. व. मु. अ. क्र. १०११०२ म. भू. म. व. मु. अ. क्र. १०११०२ क्र. २०११०२ अर्जातील वर्तून समाजे</p>		<p>(१) १) मापक्रम जायला २) जोवोडु इतर जायला वाढाव  (२) १) मिसेम नोशिका डायल २) मिसेम लेडीन मुशिका ३) मी केलना जायला ४) मी मिसेम अन्ना पुनर्जिस्त ५) क्रिंसा येना रितीता ६) मी अर्जिन जायला ७) मी जेय रि डायल ८) मी केलना केलना जायला ९) मी केलना केलना जायला अथवा १०) मिसेम लेडीन समाजे ११) मिसेम लेडीन समाजे</p>	<p>सही <math>\times \times \times</math> २०१० १०-१०-१० मुंबई</p>  <p>सही <math>\times \times \times</math> २०१० १०-१०-१० मुंबई</p>

२४/६/२०१०  
०१/११/२०१०  
१०/११/२०१०  
१२/११/२०१०

बदल-१/  
६११२/७६

खरी नाक  
नाम सुधारण





बदर-९/
६९९२/७७
२००५

FOR PALADIYA BROTHERS & CO.

For ANUMAN DEVELOPERS

*Full*  
*x Paladiya*  
 m/s Paladiya Brothers & Co.

PARTNER

*anuman*  
 PARTNER



MP-6967-2000-15,000 Forms.

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

EC/48

346

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

Ex: Engineer Bldg. Proposal (W.S.)

H and K - Wards

Municipal Office R. K. Patkar Marg, Bandra (West), Mumbai-400 050.

88

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

No. E. B./CE/

BS/A

of 200 200

MEMORANDUM No. CE/7301/WS/AK of

Municipal Office, 31 MAR 2001, Mumbai 200

M/S. ANUNAN DEVELOPERS OWNER.

With reference to your Notice, letter No. 337 dated 9/11/2000 and delivered on 2000 and the plans, Sections Specifications and Description and further particulars of your building at 75 to 379, Vallabhnagar, on Laynak Road, at Anulheri (East) 2000. I have to inform you that I cannot approve 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 thereof reasons :-

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

- 1. That the commencement certificate under section 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 B.C. Regulation no. 38(27).
3. That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.P./or access roads/development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the required setback land will not be developed accordingly including providing street lights and S.W.D. from E.E.R.C.(W.S.)/E.E.S. before submitting B.C.C.
5. That the structural engineer will not be authorized, superintension and as per appendix XI (regulation 5(3)(ix)) will not be submitted by him.
6. That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
7. That the sanitary arrangement shall not be carried out as per municipal specifications and drainage layout will not be submitted before C.C.



Handwritten notes and stamps: बदर-९/ ६९९२/०८ २००५

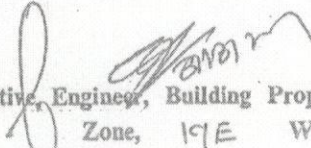


( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from eaves of the roof on the public street.

( ) 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 amendments, but not otherwise you will be at liberty to proceed with the said building or work at any time before the . . . . 30th day of MARCH 2000, but not so as to contravene any of the provision of the said Act, as amended as 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, 17E 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 last 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 Surveyor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting an occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect the 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 171(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 rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes accompanying this Intimation of Disapproval

बदर-९/
६९९२/०९
२००५



That the I.R. 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 will not be submitted before C.C./starting the work.

That the requirements of N.O.C. of (i) P.C.D.K/East (ii) S.E.S.Ltd. will not be obtained and the requisitions if any will not be complied with before occupation etc./B.C.C.

That the conditions mentioned in the release letter of E.E.D.P. No. \_\_\_\_\_ dated \_\_\_\_\_ will not be complied with.

That the qualified/registered site supervisor through architectural/structural engineer will not be appointed before applying for C.C.

That the extra water and sewerages charges will not be paid to A.E.W.W.K/East ward before C.C.

That the true copy of the sanctioned layout/sub-division/ amalgamation approved under the terms and conditions thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.

That the development charges as per M.R.T.P.(amendment) act, 1997 will not be paid.

That the requisite premium as intimated will not be paid before applying for C.C.

That the R.U.T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.

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

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

That the regulation No.45 and 46 of D.C.Reg.1991 shall not be complied with.

CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

That the notice in the form of appendix XVII of D.C.R. shall not be submitted on completion of plinth.

That N.O.C. from Civil Aviation department shall be obtained for the proposed height of the building.



Handwritten signature and date: 31/3/01

Rectangular stamp box containing the text: बदर-९/ ६९९२/५० २००५

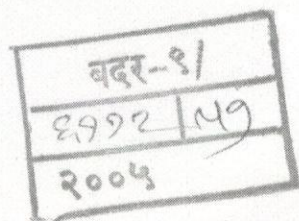


31 MAR 2001

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

1. That the conditions mentioned in the clearance under O.C./ULC/6(i)/SRVII/783 VII 782 dated 7.8.96 obtained from Competent Authority under U.L.(C.&R.) Act,1976 will not be complied with.
2. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system of the residential part of the building will not be affected.
3. That some of drains will not be laid internally with C.I.pipes.
4. That 10% flats/25% galas as per release letter from E.E.D.P. under reference No. \_\_\_\_\_ dated \_\_\_\_\_ shall not be handed over before asking for occupation/B.C.C.
5. That the dust bin will not be provided as per C.E.'s circu No.CE/9297/II dated 26.6.1978.
6. That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C..
7. That the 10' wide paved pathway upto staircase will not be provided.
8. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
9. That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before O.C.C./B.C.C.
10. That the carriage entrance will not be provided before starting the work.
11. That B.C.C.will not be obtained and IDD and debris deposit etc. will not be claimed for refund within a period of six years from the date of its payment.
12. That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
13. That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.

*[Handwritten Signature]*





13.CE/7301/WS/AK

31 MAR 2009

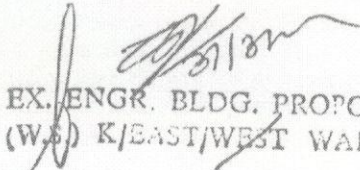
14. That the letter box of appropriate size shall not be provided for all the tenements, at the ground floor.

15. That the infrastructural works such as construction of hand-holes/panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.

17. CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. :-

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

17301 2932001

  
EX. ENGR. BLDG. PROPOSAL  
(W.E) K/EAST/WEST WARDS.



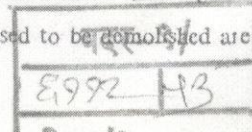
वदर-९/	
६९९२	५२
२००९	



31 MAR 2001

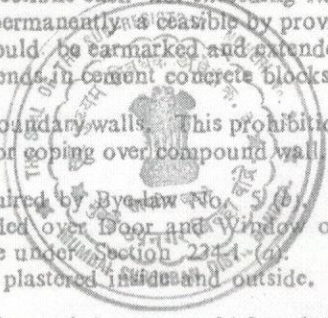
## NOTES

- (1) The work should not be started unless objections 170/6 are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes 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 presumed 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 and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and 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 purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access 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 asphaltting 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 foundation below 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 purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (H) 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 proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :—
- (i) Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased programme of construction has to be duly 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 its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the overhead storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should 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 wrought 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 huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently as feasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed 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 to not to 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 require under Section 224-A (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.



बदर-९/
६९९२/५४
२००५

Executive Engineer, Building Proposals

Zones..... 14E..... Wards.

**COPY TO—ARCHITECT OWNER**



BRIHANMUMBAI MAHANAGARPALIKA

Ex. Engineer Bldg. Proposal (W.S.)  
A and K - Wards  
Municipal Office, R. K. Park Marg,  
Bandra (West), Mumbai-400 058.

NO. CE/7301/WS/AK

28 AUG 2003

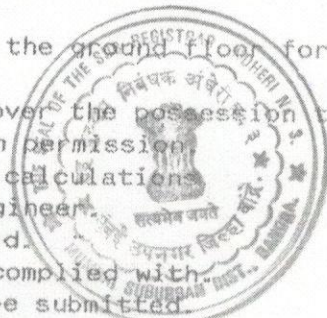
Vivek Bhole, Architect.  
First Floor, Sharanam,  
Towers, Off Devidas Lane,  
Vili (West), Mumbai - 400 002.

Sub:- Proposed Residential Bldg. Vastusiddhi on plot bearing  
CTS Nos.371, 375 to 379 of Village Mogra, at Pump House,  
Andheri (East), Mumbai.

Ref : Your letter dated 7.6.2003.

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

1. All the objections of this office I.O.D. under even no. dated 03/2003 shall be applicable and should be complied with.
2. The changes proposed shall be shown on the canvas mounted  
to be submitted at the time of B.C.C.
3. That every part of the bldg. constructed and more particularly  
head water tank will be provided with the proper access for the  
of Insecticide Officer with a provision of temporary but safe and  
le ladder.
4. That the infrastructural works such as construction of hand-  
s/panholes, ducts for underground cables, concealed wiring inside  
flats/rooms, rooms/space for telecom installations etc. required  
providing telecom services shall not be provided.
5. That the regulation No.45 and 46 of D.C.Reg.1991 shall not be  
plied with.
6. That the letter box shall be provided at the ground floor for  
the tenements.
7. That the owner/developer shall not hand over the possession to  
prospective buyers before obtaining occupation permission.
8. That the revised R.C.C. drawing/designs, calculations  
be submitted through Licensed Structural Engineer.
9. That the extra water charges shall be paid.
10. That the Revised bye law 4(c) shall be complied with.
11. That the N.O.C. from A.A. & C.K/E shall be submitted.



*(Signature)*

बदर-९/  
६९९२/१५  
२००४

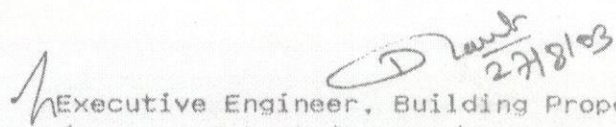


Executive Engineer Bldg. Proposal (W.S.)  
H and K - Wards  
Municipal Office, S. C. Patkar Marg,  
Bandra (West), Mumbai-400 058.

12. That the Structural Stability Certificate from structural engineer shall be submitted before OCC.
13. That the provisions of Rain Water Harvesting as per design approved by approved consultants in the field shall be complied with.
14. That the necessary arrangement of borewell made/ provided and necessary certificate from competent authority shall be submitted.
15. That the vermiculture bins for disposal of wet waste as per design and specification of Organisations / individuals specialised in this field, as per the list furnished by Solid Waste Management of G.M. shall be complied with.
16. That the D.C.C. shall be submitted before OCC.
17. That the Site Supervisor's Completion Certificate as per No.45 and 46 shall be submitted before OCC.
18. That the Lift Inspector's Completion Certificate before OCC shall be submitted.

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

Yours faithfully,

  
Executive Engineer, Building Proposals,  
(Western Suburbs) H & K/E Wards.

7301ak



बंदर-९/  
४९९२/५९



ANNEXURE - 'E'

MPP-1649-2002-10,000 Forms.

C-3

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE7301/BSH/WS/AH/AK of 12 JAN 2004

COMMENCEMENT CERTIFICATE

M/s Anuman Developers

Owner

This I.O.D./C.C. is issued subject to the provision of Urban Land Ceiling and Regulation Act, 1974

Ex. Engineer Bldg. Dept. (W.3.)  
H and K - Wards  
Municipal Office, R. K. Park Marg,  
Bandra (West), Mumbai-400 058

With reference to your application No. 7404 dated 9/11/2000 for Development permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Residential bldg 'B' Vastu Siddhi Wdg. premises at Street - - - - - village Magra CTS No. 374, 375 to 379 situated at Andheri E Ward K/5 - - - - - plot

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

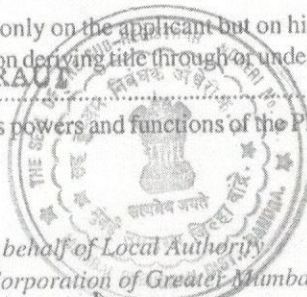
1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part there of shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any 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 in 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 applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. P. P. RAU

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

This CC is valid upto 30 MAR 2004



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

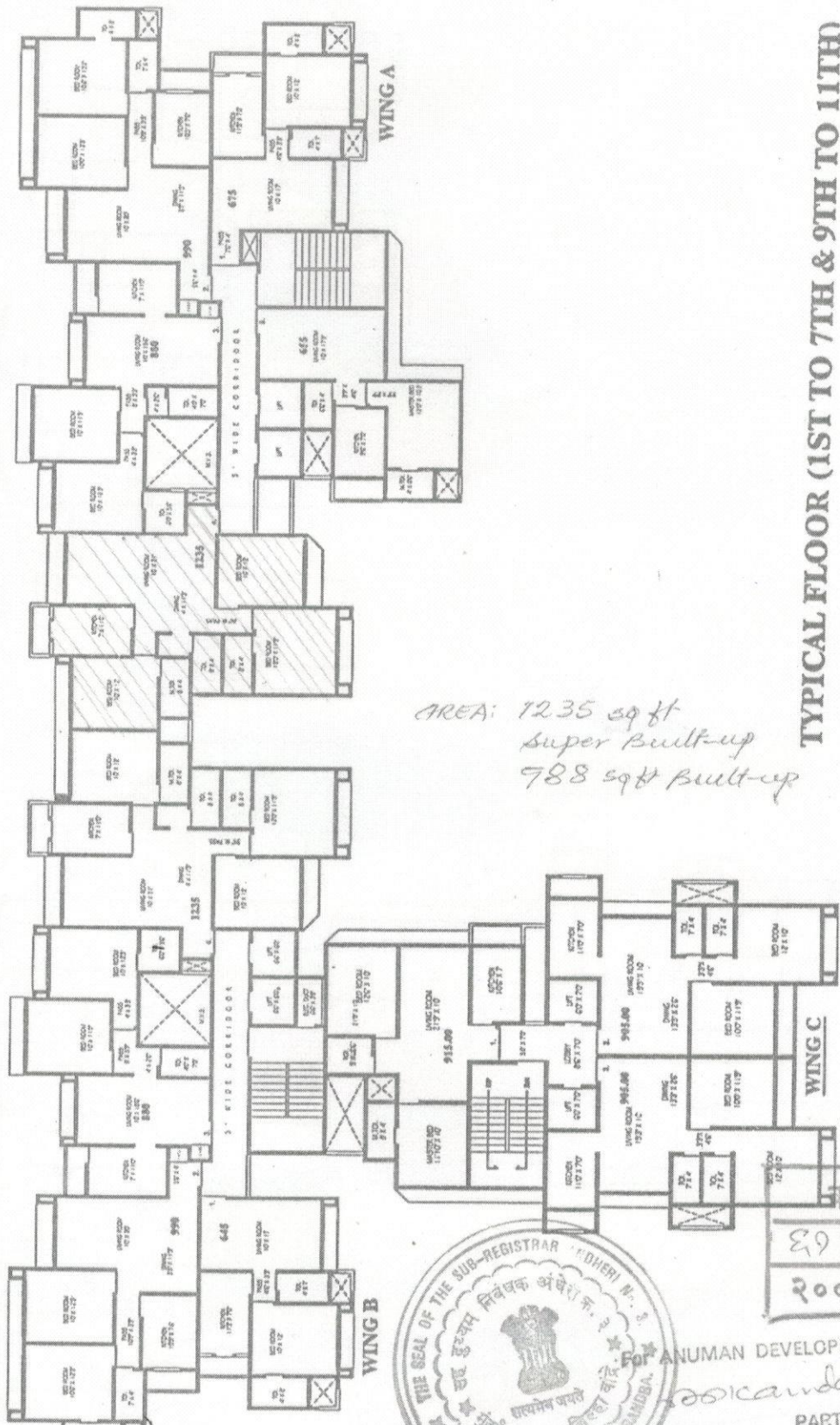
Assistant Eng. Building Proposals  
(Western Subs.) 'H & K/West' 'K/East & P'/Wards'

FOR  
MUNICIPAL CORPORATION OF GREATER MUMBAI

Commencement certificate is for  
out the work upto/For 2.95m for wing 'C'

बदर-९/  
६९९२/४०





AREA: 1235 sq ft  
 Super Built-up  
 988 sq ft Built-up

**TYPICAL FLOOR (1ST TO 7TH & 9TH TO 11TH)**

Proposed Plan of The Flat No. 1804 on 6<sup>th</sup> floor  
 in 'A' wing of Vastu Siddhi, agreed to be acquired by the  
 Purchaser.

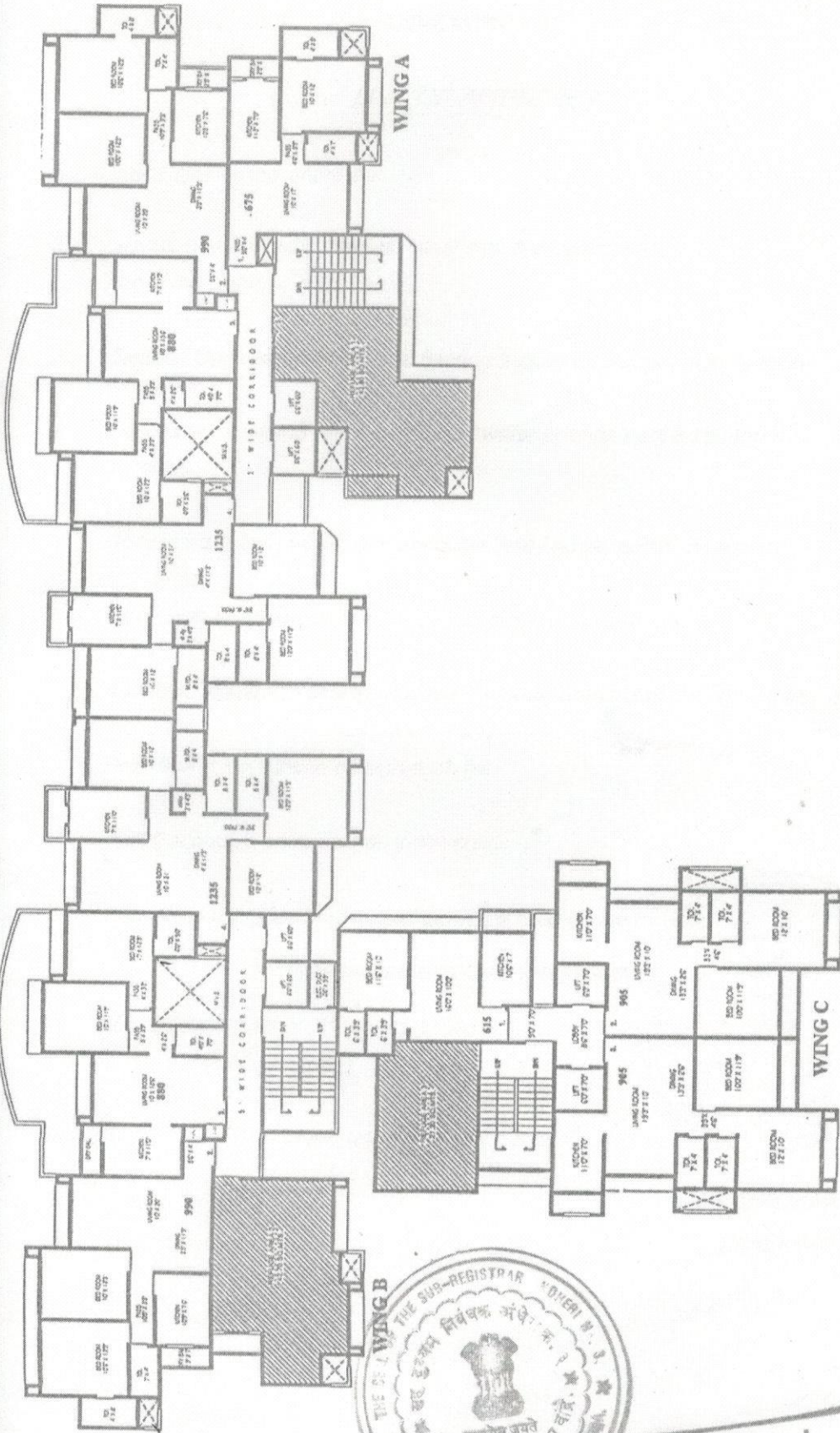


द्वार-९/  
 २९९२/५६  
 २००५

FOR PALADIYA BROTHERS & CO.  
 Full Partner  
 m/s. Paladiya Brothers & Co.  
 PARTNER

FOR ANUMAN DEVELOPERS  
 S. K. S. Kulkarni  
 PARTNER





### 8TH FLOOR PLAN

Proposed Plan of the Flat No. \_\_\_\_\_ on 8th Floor in \_\_\_\_\_ wing  
of Vastu Sidhhi, agreed to be acquired by the Purchaser.



बदर-९/  
६९९२-५९  
२००५



ANNEXURE - 'G'

LIST OF AMENITIES

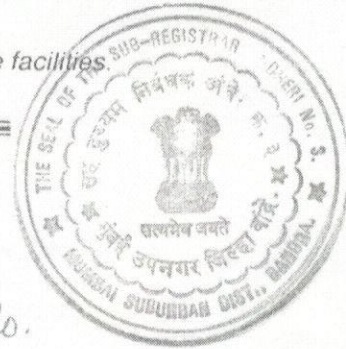
1. Vitrified tiles in the entire flat.
2. Granite platform with stainless steel sink & ceramic tiles dado upto window level above the platform in kitchen.
3. Glazed / Unglazed ceramic tiles flooring & dado upto door height in toilets.
4. Concealed plumbing with hot and cold water arrangement & storage type boiler in all toilets.
5. Concealed copper wiring with adequate light / power points in each flat.
6. P.O.P. with emulsion paint to all the internal walls in each flat.
7. Anodized aluminium sliding windows on moulded marble surrounds in all rooms.
8. Provision for telephone point in each flat.
9. Well Decorative entrance hall to the building.
10. Beautifully designed landscaped garden & Club-house facilities

FOR PALADIYA BROTHERS & CO.

*Paladiya*

PARTNER

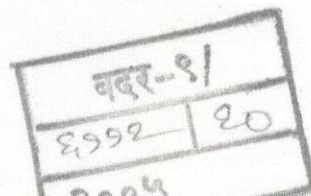
*m/s. Paladeuja Brothers & Co.*



For ANUMAN DEVELOPERS

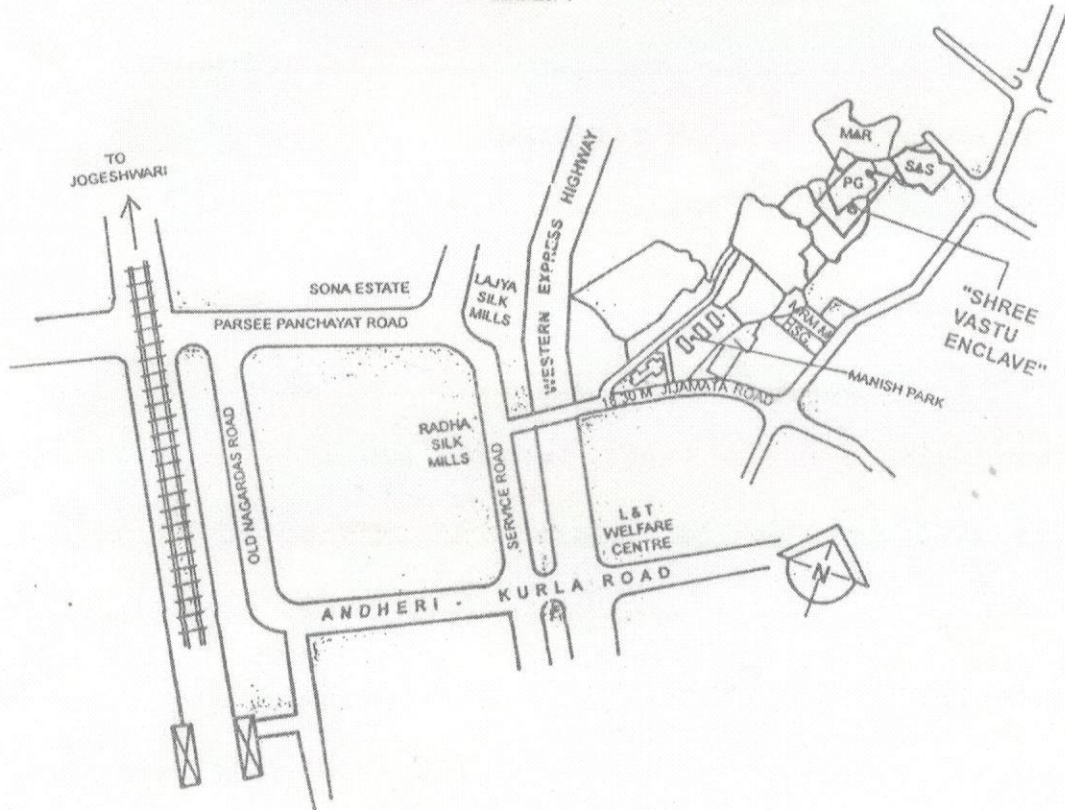
*soikanda*

PARTNER





# LOCATION PLAN



Site : Shree Vastu Enclave, Behind Manish Park,  
Rajmata Jijabai Road, Pump House,  
Andheri (East), Mumbai - 400 091



बदर-९/
६९९२/२९
२००५









General Stamp Office, Mumbai  
 Date: .....  
 L. S. V. No. ....

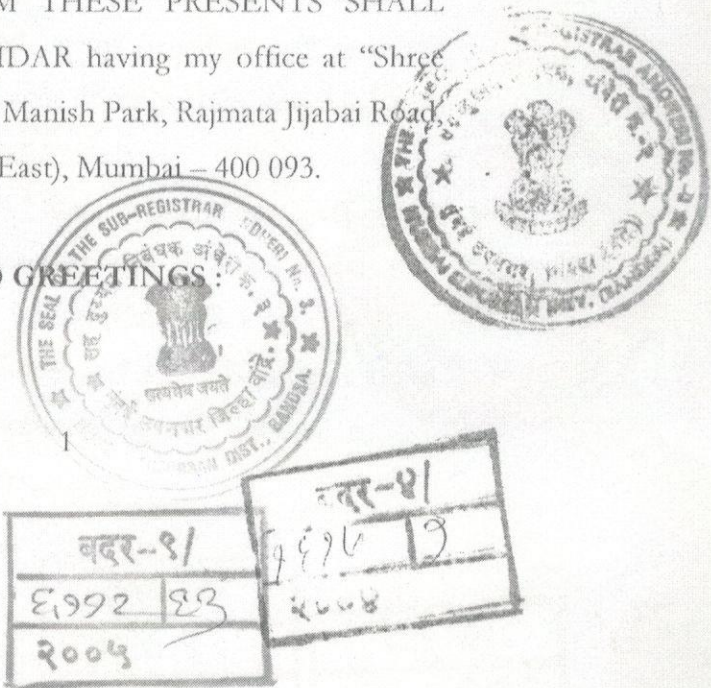
Shri. P. P. Kenjale 18 DEC 2003  
 Proprietor Officer 193

श्री. अजय कान्दर देवकी  
 122 DEC 2003  
 122 DEC 2003  
 4374  
 DEVOUDAS

TO ALL TO WHOM THESE PRESENTS SHALL  
 COME, I, AJAY KAMDAR having my office at "Shree  
 Vastu Enclave", Behind Manish Park, Rajmata Jijabai Road,  
 Pump House, Andheri (East), Mumbai - 400 093.

SEND GREETINGS:

WHEREAS:





- 1) During the course of my business as Builders and Developers of properties, I am required to execute various agreements, affidavits and undertakings and also to lodge the same or present the same for registration and admit execution thereof.
- 2) As I am unable to attend the office of the Sub-Registrar of Assurances as well as other Government and Semi Government Offices regarding the documents to be signed and presented by me and / or admit execution, I am desirous of appointing MR. LAWRENCE MATHEW D'SOUZA, to be my true and lawful attorney with powers and authorities as hereinafter contained.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that in pursuance aforesaid I, AJAY KAMDAR, in my individual capacity as well as in my capacity as partner of M/s. ANUMAN DEVELOPERS do hereby appoint, nominate and constitute MR. LAWRENCE MATHEW D'SOUZA as my Constituted Attorney to do for me and in my name and on my behalf as well as in the name of the said firm all acts, deeds, matters and things viz:

1. TO PRESENT the Agreements, affidavits, undertaking, indemnities and all other documents executed by me before the Office of the Sub-Registrar of Assurances and the Officers concerned and to admit execution by me thereof as my Constituted Attorney.



2

ದರ-೪
೯೯೯೨/೯೪
೨೦೦೪

ದರ-೪
೯೯೯೦   ೨
೨೦೦೪



2. TO DO all other acts, deeds, matter and things in connection with presenting the documents and writings, admitting execution thereof by me as aforesaid and to do all other acts deeds, matters and things for having such documents registered under the provisions of the Indian Registration Act.

AND I, AJAY KAMDAR do hereby agree and undertake to ratify and confirm whatever my said Constituted Attorney shall do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF I have hereunto subscribed my hands to this writing on the 16<sup>th</sup> day of February 2004.

SIGNED SEALED AND DELIVERED )

by the withinamed )

MR. AJAY KAMDAR )

*Ajay Kamdar*

P. A. NO. AACPK8450A

Specimen Signature of my Attorney )

MR. LAWRENCE MATHEW D'SOUZA )

in the presence of ..... )

*L. M. D'Souza*

1. *Shankh Prasad Thapliyal* )  
*Ramu Soran*

2. *Ramu R. Kadi* *Ramu R. Kadi* )

