

the formation and registration of the society and also do hereby irrevocable accord his consent to the Sellers for making additions and alterations in the application and all annexures or accompaniments for or in connection with the formation and registration of the society, bye-laws or constitution or Rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the buyer as may be required by the authorities concerned or as may be desired by the Sellers and the Buyer agrees to be bound by the said additions and alterations and hereby covenants and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interest of the Sellers may be affected prejudiced and endangered in any manner or likely so to be notwithstanding anything done by the Sellers in that behalf, the Buyer further agrees to pay admission fees and Share Subscription amounts for becoming the members of the said society. It is made clear by the Sellers that a Society shall be formed for building to be constructed on the plot whose plan annexed hereto.

23) The Buyers of all the units whether sold prior to or subsequent to the Registration of the Society / Association Company and whose Agreement are valid and shall be



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admitted by the Co-operative Society as members of the society or as Share holders of the company or as members of any other Association that may be formed with the same rights and the same benefits and subject to the same obligation as those of the buyer and members of such Society, company or Association as the case may be without any reservations or conditions No transfer fees, premium or any other amount save and except nominal entrances fees, share money and other moneys paid by all the Buyer at the time of formation, shall be charged from such Buyer.

24) All the deposits permanent and/or refundable payable to the Municipal Corporation of Greater Bombay or the B.S.E.S. Ltd./ Reliance Energy for water connection and electricity cables, charges or permanent deposits in respect of the said Unit which become payable shall be paid or reimbursed to the Sellers by the Buyer.

25) The Buyer shall also pay his / her proportionate respect of the payment made and / or required in respect of the said property without raising any objections



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26) The Buyer agrees himself / herself to pay his / her proportionate share as may be determined by the Sellers of all outgoings in respect of the property, including all government rates, taxes and charges and Collector's bills, Electricity and water deposits, insurance, common lights watchman's and alterations, oil painting, Colour washing repairs, etc and all other outgoings and expenses of the incidental to the management and maintenance of the property, UNTIL the Municipal Taxes, etc. are the fixed and the exact amount worked out for each unit the Buyer agrees that from the date of possession he shall regularly pay Rs. _____ (Rupees _____ only) every month as advance towards and on account of such other outgoings and expenses and aforesaid to the Sellers. The Buyers shall indemnify and keep indemnified the Sellers against the aforesaid taxes and other payments and expenses. If on account of failure on the part of the Buyer and Buyers of any other Authority or Authorities concerned take any action for the recovery of the the Sellers shall not be liable or responsible for any damages which the Buyer may suffer on account of the said action.



27) On or before taking possession of the said Unit, the Buyer agrees to pay the following amounts to the Sellers :-

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[Handwritten signatures and initials]

a) Rs _____/- (Rupees _____
 _____ Only) towards the
 B.S.E.S. / Reliance Energy Electric Meter, M.C.G.M., Water
 Meter Deposit.

b) Rs _____/- (Rupees _____
 _____ Only) towards Co-
 Operative Society's Entrance Share Money.

c) Rs. _____/- (Rupees _____
 _____ Only) towards deposit
 the maintenance of the unit till the building is not handed
 over to the Societies office bearers.

d) Rs. _____/- (Rupees _____
 _____ Only) towards legal
 fees and charges. Cheque to be issued in the name of Shri
 S.R. Mishra, Solicitors.

28) The Buyer shall not let, sublet, sell, transfer, mortgage charge or in any way encumber or dispose off his unit or assign, underlet or part with his interest under this Agreement or the benefit of their Agreement or any part thereof till all his dues whatsoever owing to the



Sellers अदरक ६	
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Mishra
Debit

21

V.S.N.

payable by the Buyer to the Sellers under this Agreement shall always be paid punctually by the Buyer to the Sellers and shall not be withheld by the Buyer for any reason whatsoever.

3) If the Buyer neglects omits or fails for any reason whatsoever to pay to the Sellers any of the amounts due and payable by the Buyer under the terms and conditions of this Agreement (whether before or after delivery of the possession) within the time herein specified or of the buyer in any other way defaults or fails to perform or observe any of the covenants and stipulations in this part herein contained or referred to or prevents the Sellers from exercising the Seller's right as provided in this Agreement, then in that event, the Sellers shall be entitled, to resume possession of the said unit, and this Agreement, then in that event, shall cease and shared terminated and the earnest money already paid by the Buyer to the Sellers shall absolutely be forfeited to the Sellers and the Buyer shall have no claims for refund or of this said earnest money and the buyer hereby agrees and forfeited all his / her rights, title and interest in the said Unit and under this Agreement and in such event the Buyer and his nominee shall also be liable to immediate ejection as trespassers and the Buyer shall not be entitled to take any objection or proceedings or make any claim in respect thereof.



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34) The Buyer insisting on observance and performance of any of the terms and conditions of this agreement or for carrying out any requirements and the Sellers unable or unwillingly to comply with the same irrespective of the nature of such requirements, requisitions on the obligations, then the Sellers shall have an option to terminate this Agreement and pay back all the amounts paid by the Buyer to the Sellers as provided under the provisions of the Maharashtra Ownership Flats Act and Buyer shall not be entitled to insist upon and require the Buyer to comply with or discharge such requisitions, requirements and / or the obligations a the case may be.

35) The Buyer shall at his / her own cost pay Stamp Duty and lodge this Agreement for registration with the Sub-Registrar of Mumbai and forthwith inform the Sellers with the Xerox copy of P/A registration receipts under which the same is lodged to enable the sellers to admit execution of the same.

36) The Buyer hereby declares that he has entered into this Agreement after going through and with full knowledge of the terms and conditions herein contained.



37) Any delay or indulgence by the Sellers in enforcing the terms of this Agreement or any indulgence of giving time to Buyer

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RECEIPT

Received of and from the Purchaser a sum of Rs. 251000/- (RUPEES 251000 ~~only~~ only ONLY) under the terms and conditions of this agreement.

WE SAY RECEIVED RS. 251000/- FOR AVANI ENTERPRISES

Ketan Michael
Rajesh Shah
(The Partners)

WITNESSES :-

- 1)
- 2)



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ANNEXURE "A"THE SCHEDULE ABOVE REFERRED TO

All THAT piece or parcel of land or ground together with the hereditaments and premises standing thereon situate at Village Eksar, T.P.S III, Borivali (West), Mumbai - 400 092, corresponding to C.T.S No 117'E, O.P. No. 182, F.P. No. 473, Area adm. 402.60 sq mtrs or thereabout, in Taluka - Borivali, District Mumbai Suburban within Greater Mumbai and in the Registration Sub-District and District Mumbai City and Mumbai Suburban.



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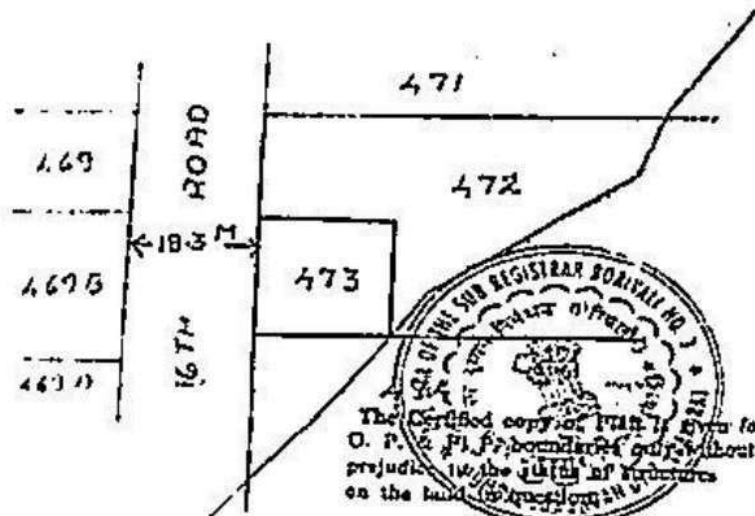
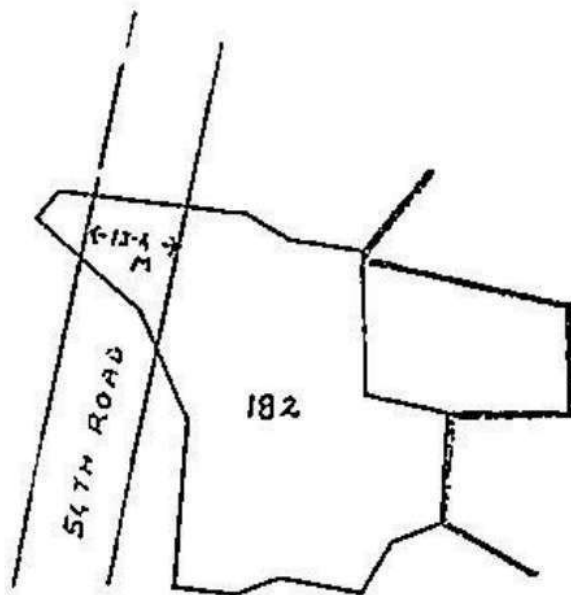
BRIHANMUMBAI MAHANAGARPALIKA

**PART PLAN OF TPS No III BORIVLI (FINAL)
SHOWING OP No 182 & FPN No 473**

- 1) Scheme boundary shown thus
- 2) Original plot shown in green line
- 3) Final plot shown in red line



SCALE 1CM = 10Mts



TRUE COPY
THIS PLANFORM No. 1/81/15 TO BE READ
WITH LETTER No. CH. F/DP/1227PS/
DATED. 26.12.1966

[Signature]
ASSISTANT ENGINEER
MUNICIPALITY

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Dealt by.....
Prepared by *[Signature]*
Checked by.....

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

SIGNED, SEALED AND DELIVERED)

By the withinnamed SELLERS)

M/s AVANI ENTERPRISES)

The Partners)

MR. MANDAR RATNAKAR CHOGLA)

MR. RAJESH D. SHAH)

MR. KETAN M. CHHEDA)

In the presence of)

1))

2))

SIGNED, SEALED AND DELIVERED)

By the withinnamed BUYER)

HARIPRASAD SAWATA)

.....)

In the presence of)

1))

2))

M/L

Rajesh D. Shah

Ketan M. Chheda

M/s



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SIGNED, SEALED AND DELIVERED)
By the withinnamed CONFIRMING PARTY)
MR. MANDAR RATNAKAR CHOGLA)
In the presence of)

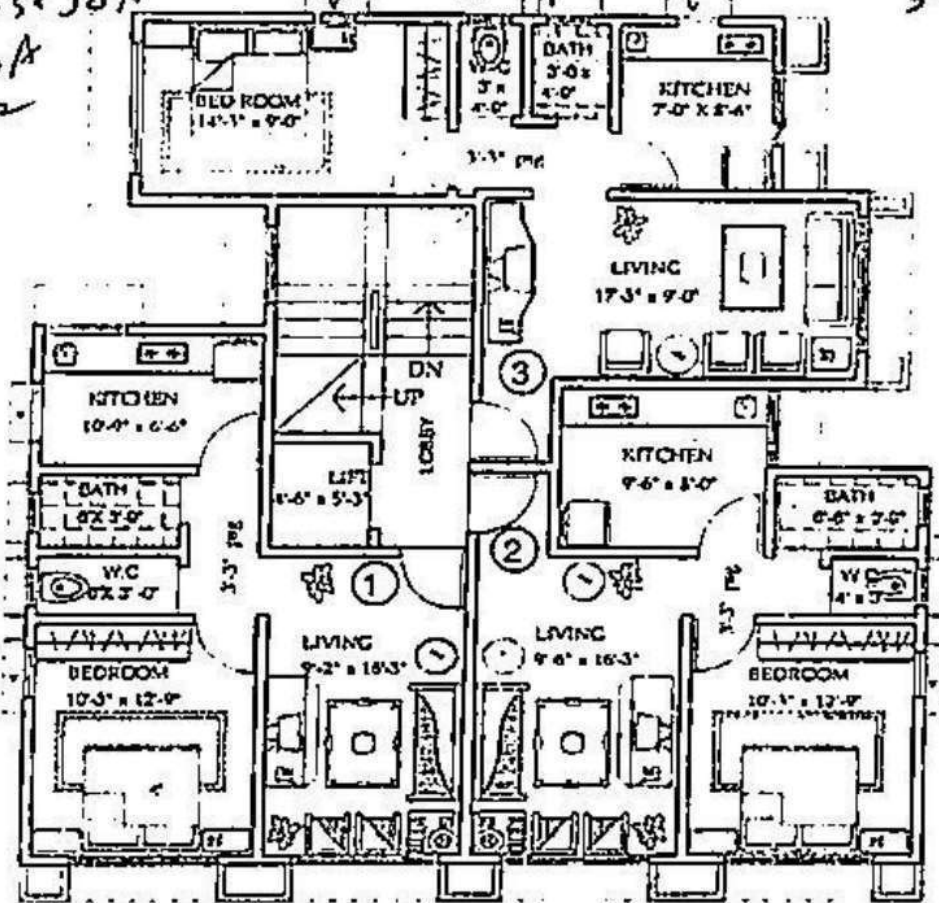
File
F.P.W 473

- 1)
- 2)



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401:
 LIU = 148.96 = 148.96
 Bal = 130.69 = 130.69
 WC = 18.00 = 12.00
 Bath = 18.00 = 19.50
 P.M. = 11.38 = 11.38 + 12
 = 76.00
 69.875 = k: = 96.75
 = 396.00 + 90.5 = 486.50
 425.75
 410.53 x 1.2 = 492.64
 2
 5050/11
 BUA.



Plot No 402, on both floors

18.30 M WIDE D.P. ROAD

FIRST TO SIXTH FLOOR PLAN

SCALE

* SUBJECT TO APPROVAL FROM CORPORATION



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PROPOSED BUILDING ON PLOT BEARING
 F.P. NO. 473 OF T.P.S III AT 16th ROAD,
 BORIVLI (WEST) known as "SHIVAM"

N.B. CHOGLA
 ARCHITECT
CHOGLA & ASSOCIATES
 A 00, ROYAL ENSAH C.H.S.
 CHANDAVARKAR ROAD EXTN.
 BORIVLI (W), MUMBAI 400 072

मालमत्ता पत्रक

पंजीयती: पंजीयती
 अनुक्रम नं. भू. मा. पत्र -- न. भू. अ. पंजीयती
 जिल्हा -- मुंबई उपनगर जिल्हा

पत्रक क्र. ५०२६०

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न. भू. अ. पंजीयती
 मुंबई उपनगर जिल्हा

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 २६/१०/०७



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OFFICE OF THE
 EX. ENGR. P. D. D. FROM (P.B.) R. A. T. WARD
 ST. BARASANI AMBEDKAR MARKET BLDG.
 CAMP. VARDI ST. MUMBAI-400 067.

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

THIS I.O.D. I.C.C. IS ISSUED SUBJECT
 TO THE PROVISIONS OF URBAN LAND
 CEILING &

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

CHE/A-0422/BP(WS)/AR
 No. E.B./CE/ BS/A of 200 - 200 **5 SEP 2005**

MEMORANDUM
 SHRI MANDAR R. CHOGLA, C.A. TO
 SHRI RAMRAO MUKUND CHOGLA. Municipal Office.
 Mumbai 200

337
 With reference to your Notice letter No. 464 dated 10/02/04 200 and delivered on
 200 and the plans, Sections Specifications and Description and further particulars and
 of your buildings at Proposed bldg. on plot bearing F.P. No. 473 of furnished
 TPS- III Borivali, Vill. Eksar at 16th Road, Borivali (West) 200 I have to inform you that I cannot approve of the building
 proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of
 the Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons -

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

1. That the C.C. under Sec. 44(69)(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38 (27)
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specification for layout and development of setback land will be as per the provisions of the Municipal Corporation Act and the bye-laws and the setback land will be developed in accordance with the provisions of the Municipal Corporation Act including providing street lights and other facilities as specified in the bye-laws. The completion certificate will not be obtained from the Municipal Corporation before submitting the application for the C.C. under Sec. 44(69)(1)(a) of the M.R.T.P. Act.



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