

160,050/-

Customer Copy	
Deposit Slip, Borivali (West), Mumbai - 92 Date: 30-7-2009	AXIS BANK LTD. A/C STAMP DUTY
Pay to: AXIS BANK LTD. A/C STAMP DUTY	Rs. 160150
Franchising Value	Rs. 20
Service Charge	Rs. 0
Total	Rs. 160170

Name of Stamp duty paying party:
Ganeshmal Javelchand Jain & others.

D.D. / Cheque No.: 336810

Drawn on Bank: Axis Bank Ltd
Thane Bx.

(For Bank's Use Only)
AXIS BANK LTD.
Franchising Sr. No. [Signature]
Officer: Authorized signatory



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For AXIS BANK LTD.
Authorized Signatory [Signature]

AXIS BANK LTD.
Nandnandan Bhavan
Sodawala Lane,
Borivali (West), Mumbai-400 092
D-51/STP(V)/C.R. 104/01/05/63/56/2008

[Signature]
S. Sonigra

AGREEMENT FOR SALE

THESE ARTICLES OF AGREEMENT made and entered into at Mumbai, this 30th day of July, 2008/2009

BETWEEN:

M/S. R. P. BUILDERS, a partnership firm, registered under Partnership Act, 1932, having their office at 2, Gopal Niwas, 1st floor, Turel Pakhadi Road, Malad (West), Mumbai-400064, hereinafter called "THE PROMOTERS" (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 and from time to time of the said firm and the last survivor of them, their/his/her heirs, executors, administrators and their assigns) of the ONE PART:

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S. Sonigra

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AND

MR./MRS./MS. Ganesh mal Javerchand Jain

(2) Mrs. Sona Jitendra Jain having

address at B/14 Shree Dutt Apartment Kissen Road
Malad (West) Mumbai 400064.

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hereinafter called "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors, administrators, and in case of firm, its partners/proprietor for the time being and from time to time and the last survivor of them and in case of Company, its successor-in-title and permitted assigns) of the **OTHER PART**:

WHEREAS:

By and under the Deed of Conveyance dated the 25th day of September 1975, registered with the Sub-Registrar of Assurances at Bombay, under No.BOM./S/3748/1975, and made between Shri Premji Shivji and Shri Ramanlal Manilal, therein referred to as the Vendors of the One Part and Shri. Valimohamed Juma (now since deceased), therein referred to as the Purchaser of the Other Part, the said Shri Premji Shivji and Shri Ramanlal Manilal, sold, transferred and assigned unto and in favour of the said Shri. Valimohamed Juma, all that piece or parcel of land or ground bearing Survey No.381 (part), Hissa No.2 (part) and corresponding C.T.S. No.566A/1, admeasuring 630 Sq. Yds. equivalent to 527 Square Metres or thereabouts, of Village Malad now Village Malad (South), Taluka South

I. Selsette and now Taluka Borivli, in the Registration District of Mumbai Suburban and in the Registration Sub-District of Borivli and within the limits of Municipal Corporation of Greater Mumbai, together with the structure standing thereon situated at Zakaria Road, Malad (West), Mumbai-400 064 and more particularly described in the Fifth Schedule thereunder written being the same property as more particularly described in the Schedule hereunder written (hereinafter referred to as "**the said property**"), at and for the consideration and on the terms and conditions more particularly recorded therein;

II. After purchasing the said property, the said Shri. Vali Mohamed constructed a building known as "Famous House" as per the plans sanctioned by the Municipal Corporation of Greater Mumbai,

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consisting of basement, ground plus two upper floors, assessed by the Municipal Corporation of Greater Mumbai under Municipal ward No.P-3854 (2) and Street No.83/2;

- III. The said Shri. Valimohamed Juma died intestate at Mumbai on 12th July 1982, leaving behind him, (1) Shri Mohamed Yusuf Valimohamed Memon, (2) Shri Mohamed Yunus Valimohamed Memon, (3) Shri Abdul Razak Valimohamed Memon, (4) Shri Mohamed Iqbal Valimohamed Memon, (5) Shri Mohamed Zuber Valimohamed Memon, (6) Smt. Yasmin Siraj Nathani and (7) Smt. Naseem Salim Hunani, as his only heirs and legal representatives as the Muslim Law of Succession by which he was governed at the time of his death;

Accordingly, upon the death of the said Shri. Valimohamed Juma, the said Shri Mohamed Yusuf Valimohamed Memon and six others, the legal heirs of the said deceased became entitled to the said property as the Co-owners thereof, and in accordance with the Muslim Law of Succession, the said (1) Shri Mohamed Yusuf Valimohamed Memon, (2) Shri Mohamed Yunus Valimohamed Memon, (3) Shri Abdul Razak Valimohamed Memon, (4) Shri Mohamed Iqbal Valimohamed Memon, (5) Shri Mohamed Zuber Valimohamed Memon, had acquired 1/6th undivided share each and the said Smt. Yasmin Siraj Nathani and Smt. Naseem Salim Hunani, had

acquired 1/12th undivided share each in the said property (hereinafter collectively referred to as "the said Owners").

In the premises aforesaid upon the death of the said Shri. Valimohamed Juma, the said Shri Mohamed Yusuf Valimohamed Memon and six others became entitled to the said property as the Co-owners thereof, and were in exclusive use, occupation and possession of the said property, including the said Famous House building standing thereon, of which the First and Second Floors each one admeasuring 1200 Sq.Ft. Carpet area were in use by the said Owners for residential purpose and the basement and the ground floor were in their use for commercial purposes;

- III. By and under the Agreement for Sale dated 2nd November 2006, registered with the Sub-Registrar of Assurances at Bandra, Mumbai under serial No. BDR-2-08538 on 15th December 2006,

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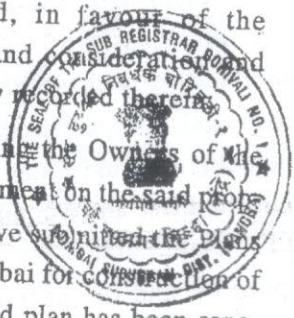

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the said Owners, sold, transferred and assigned the entire First Floor of the said "Famous House" building, admeasuring about 1200 Sq. Fts. or thereabouts carpet area and all their respective share, rights, title, interest and claim therein and thereto to Mr. Paramjit Singh Panesar (one of the Partner of the Promoters), at or for the price and consideration of and on the terms and conditions more particularly recorded therein;

IV. By and under another Agreement for Sale dated 2nd November 2006, registered with the Sub-Registrar of Assurances at Bandra, Mumbai under serial No. BDR-2-08539 on 15th December 2006, the said Owners sold, transferred and assigned the entire Second Floor of the said "Famous House" building, admeasuring about 1200 Sq. Fts. or thereabouts carpet area and all their respective share, rights, title, interest and claim therein and thereto to Mr. Ramesh G. Kataria (also one of the partner of the Promoters), at or for the price and consideration of and on the terms and conditions more particularly recorded therein;

By and under the Deed of Conveyance dated the 31st day of January 2007, registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Sr. No. BDR-5/00838/2007, the said Shri Mohamed Yusuf Valimohamed Memon and six others, sold, transferred and conveyed all their respective undivided share, right, title and interest in the said property, unto and in favour of the Promoters herein, subject to the aforesaid third party rights already created by them in First floor and Second Floor premises in the said

- I. "Famous House" building as aforesaid, in favour of the Promoters' Partners, at and for the price and consideration recorded on the terms and conditions more particularly recorded therein;
- II. In the premises aforesaid, the Promoters being the Owners of the said Property are entitled to carry out development on the said property and with that purpose the Promoters have submitted the Plans to the Municipal Corporation of Greater Mumbai for construction of a new building on the said property. The said plan has been sanctioned by the Municipal Corporation of Greater Mumbai initially for construction of the ground plus 5 upper floors comprising of Shops on the Ground floor commercial premises on the 1st floor and Residential flats on the 2nd to 5th floors and accordingly I.O.D. thereon



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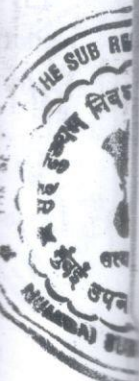
has been issued on 1st August 2007 bearing No. E.B./CE/9396 BS/AP, and the Commencement Certificate has also been issued by the M.C.G.M. on 5th October 2007, and in pursuance thereof, the Promoters have commenced the construction of the said new building on the said property. The Xerox Copies of the said I.O.D. and C.C. are annexed hereto as **ANNEXURE - "I" & "II"**, respectively.

III. The Promoters have duly informed the Purchaser that the Promoters are entitled to develop the said property by extending further the said building either by constructing a new Wing to the said building or by constructing additional floors thereon by consuming and utilising the additional F.S.I. that may be available hereinafter in respect of the said property including by amalgamating the said property with any other adjoining property and/or by loading and utilizing TDR/FSI on the said property, as may be permissible under the Development Control Regulations, of the M.C.G.M. for the time being and from time to time in force, after obtaining sanctions and permissions from the M.C.G.M. and for the purpose to amend or submit new building plans as they may deem fit and proper, at any time hereafter;

IV. The Promoters have appointed Mr. Rasik P. Hingoo, as the Architects for the said Project and Mr. R. D. Magdum, as the Structural Engineer/R.C.C. Consultants, for the said Project of development of the said property;

The Promoters are entitled to allot/sell Flats/shops/offices and other premises in the said building which is under construction on the said property and proposed to be known as "SATGURU KRUPA", on what is commonly known as "Ownership Basis".

V. M/s. Mehta & Co., Advocates & Solicitors for the Promoters, have issued their Title Certificate dated 7th January 2008, *inter alia* certifying that the title of the promoters to the said property is clear and marketable and free from encumbrances. A copy of the same is annexed hereto and marked as **ANNEXURE - "III"**. The Purchaser has fully satisfied himself/herself/themselves about the rights of the Promoters to the said property and to develop and construct the said building and to allot/sell the Flats/Shops/Offices



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the Purchaser has agreed that he/she/they shall not be entitled to raise any requisition/query/demand upon the Promoters with regard thereto;

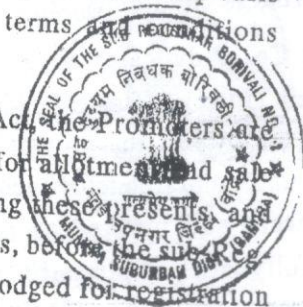
VII. The Purchaser hereby admits and confirms that he/she/they had demanded from the Promoters and the Promoters have given inspection to the Purchaser, of all the documents referred to herein above viz. of title deeds relating to the said property, ULC Order, NOC, permissions, approvals, sanctions, plans, designs, specifications sanctioned by the M.C.G.M. and other concerned authorities as also the relevant City Survey and Revenue Records in respect of the said property and all other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (herein referred to as "the Ownership Flats Act") and the Rules framed there under and at the specific request made by the Purchaser the Promoters have furnished to the Purchaser the Photo Copies of all the said documents prior to the execution of this Agreement and the Purchaser doth hereby admits, acknowledges and confirms the receipt thereof from the Promoters;

VIII. At the request of the Purchaser the Promoters have agreed to allot and sell to the Purchaser one Flat/Shop/Office Bearing No. 301 admeasuring 599 Sq.Ft. (carpet built up area) on the 3rd floor of the said building proposed to be known as "SATGURU KRUPA" (hereinafter referred to as "the said premises") on Ownership basis at and for the consideration and on the terms and conditions recorded hereinafter;

IX. Under Section 4 of the Ownership Flats Act, the Promoters are required to execute a written Agreement for allotment and sale of the said premises to the Purchaser, being these presents, and also to admit the execution of these presents, before the Sub-Registrar of Assurances upon the same being lodged for registration by the Purchaser under the provisions of the Indian Registration Act, 1908.

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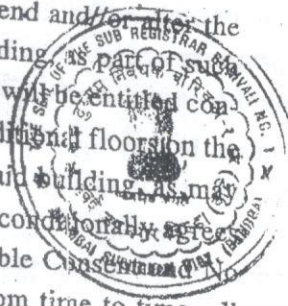
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**THIS AGREEMENT THEREFORE WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:-**

1. The Promoters have commenced the construction of a building to be known as "SATGURU KRUPA" (hereinafter referred to as "the said Building") on the property more particularly described in the Schedule hereunder written and hereinafter referred to as "the said property". The said building is presently consisting of Ground and 5 Upper Floors, with terrace (hereinafter referred to as "the said Building"), in accordance with the plans and specifications sanctioned by Municipal Corporation of Greater Mumbai, as recited hereinabove.
2. The expression "Purchaser" hereinafter shall be deemed to mean and include the singular and the plural thereof (male/female).
3. The Promoters have informed the Purchaser and the Purchaser hereby agrees that the said Plan at present sanctioned by the M.C.G.M. is for construction of Ground and Five Upper Floors and as when further or additional F.S.I. or T.D.R. is permissible, by way of loading on the said property and/or by reason of amalgamation of the property with any other adjoining properties, the Promoters shall and will be entitled to construct additional wings/floors on the said building, after obtaining approval for construction thereof, as per the Development Control Rules of the M.C.G.M. for the time being in force. The Purchaser hereby further irrevocably agree that the Promoters therefore in their absolute discretion or if so required by the Concerned Authorities, shall be entitled from time to time, to vary, amend and/or alter the said sanctioned Plans in respect of the said building. As part of such amendment in the building plans, the Promoters will be entitled to construct additional areas either by constructing additional floors on the said building and/or by extending further the said building. As may be approved by the M.C.G.M. The Purchaser unconditionally agrees and hereby gives his/her/their express Irrevocable Consent and Objection to the Promoters for carrying out from time to time, all desired amendments, alterations, additions, modifications to the said Plans for further construction of additional floors on the said



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building or for construction of independent additional structures on the said property and to carry out the said additional and further construction. The Purchaser hereby agrees to give all the facilities and assistance to the Promoters and agrees and undertakes to sign and execute and deliver all papers and writings as the Promoters may require from time to time.

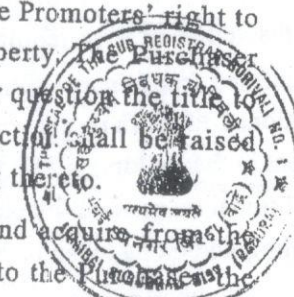
4. The said building will be constructed by the Promoters in accordance with the buildings Plans prepared by their Architect and sanctioned by the Concerned Authorities, from time to time, as aforesaid. The said building and the premises constructed therein shall contain amenities as per the particulars given in the ANNEXURE -"IV" hereto.

5. As recited herein above, the Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser herein of all the title documents relating to the said property, ULC Order, NOC, sanctioned plans, I.O.D. and Commencement Certificate issued by the Municipal Corporation of Greater Mumbai and has also been given inspection of all other documents which were required by the Purchaser, as required under the Maharashtra Ownership Flats (Regulation of Promotion of

Construction, Sale Management and Transfer) Act, 1963, hereinafter referred to as the Ownership Flats Act for short and the Rules framed thereunder. The Purchaser herein hereby confirms having inspected the site of construction and having received the Photo Copies of all the aforesaid documents and that the Purchaser is satisfied about the same and also about the Promoters' right to construct the said building on the said property. The Purchaser shall not be entitled to further investigate or question the title to the said property and no requisition or objection shall be raised at any time hereafter in any manner relating thereto.

6. The Purchaser hereby agrees to purchase and acquire from the Promoters and the Promoters agree to sell to the Purchaser the flat/shop/office bearing No. 301, admeasuring 599 Sq. Ft. carpet built-up area, on 3rd Floor (hereinafter referred to as "the said premises"), as shown in green colour boundary line on the floor plan annexed hereto and marked as ANNEXURE-"V", in the

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said building now under construction on the said property, at and for the lump sum price and consideration of Rs. 32,00,000/- (Rupees Thirty two Lacs only) which shall be paid by the Purchaser to the Promoters as follows:-

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- (i) Rs. _____/- being 10% as an earnest amount on or before the execution of this agreement;
- (ii) Rs. _____/- being 11 % on completion of plinth work;
- (iii) Rs. _____/- being 7 % on completion of 1st Slab;
- (iv) Rs. _____/- being 7 % on completion of 2nd Slab;
- (v) Rs. _____/- being 7 % on completion of 3rd Slab;
- (vi) Rs. _____/- being 7 % on completion of 4th Slab;
- (vii) Rs. _____/- being 7 % on completion of 5th Slab;
- (viii) Rs. _____/- being 7 % on completion of 6th Slab;
- (ix) Rs. _____/- being 11 % on completion of Bricks Work;
- (x) Rs. _____/- being 11 % on completion of external & Internal Plaster Work;
- (xi) Rs. _____/- being 11 % on completion of tiling & flooring work;
- (xii) Rs. _____/- being 4 % the balance consideration, upon the Promoters handing over possession of the said premises to the Purchaser.

If the Purchaser fail, neglect or refuse to make payment in full of the above installments or any installment within 7 days of the Promoters intimating the Purchasers of the commencement and/or completion of respective work and/or that the said premises being ready for occupation, the Promoters shall be at liberty to exercise other rights as set out in this agreement, including right to terminate this agreement and to sell the said premises to any third party and in such an event the Purchaser shall be liable to compensate to the Promoters for any loss of deficiency that may thereby be caused to the Promoters.

PROVIDED FURTHER that the certificate which may be issued by the Promoters certifying that the commencement and/or completion of respective work construction or that occupation certificate in respect of the said Premises has been issued by the M.C.C.M, shall be binding upon the Purchaser and that the payment of the installments



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or the balance purchase price and all other amount payable here-
under shall forthwith become due and payable by the Purchaser
to the Promoters.

7. The Purchaser hereby covenants with the Promoters that the
Purchaser shall duly and punctually pay the above mentioned
consideration in installments and all other amount payable here-
under to the Promoters, within the period stipulated hereinabove.
Time being the essence of the contract. And that upon delay, default
or failure of payment of any part of the said consideration money
or of any other amounts payable by the Purchaser to the Promoters
under this Agreement or upon any other breach being committed
by the Purchaser of any terms and conditions of this Agreement
or non-observance thereof, this Agreement shall, stand terminated
and cancelled, on the Promoters giving to the Purchaser 15 days
prior notice in writing of their intention to terminate this Agreement
and forfeit the earnest deposit paid by the Purchaser to the
Promoters. The Purchaser also covenants that in case the
Promoters suffer any loss or damage by any such default, failure or
non-payment or by breach or non-observance of this Agreement by
the Purchaser as stated above, the Purchaser shall also make good
such loss or damages to the Promoters. In such an event, the Pro-
moters shall have a right to deal with, dispose of and/or to sell the
said premises to any person as they like and at the price and on the
terms and conditions as they determine, without the Purchaser being
entitled to any right or claim of any nature whatsoever against
the Promoters, either in respect of the said premises or for any
benefit of the price that may be obtained by the Promoters or
otherwise howsoever.

8. Without prejudice to all other rights of the Promoters under this
Agreement and/or in law, the Purchaser shall be liable to pay
interest at the rate of 21 (Twenty One percent) per annum on all
amounts which shall remain due and outstanding after a period
of seven days from the date of the same becoming due under this
Agreement.

9. It is agreed that the possession of the said premises will be given by
the Promoters to the Purchaser on or before the _____ 2008/9,

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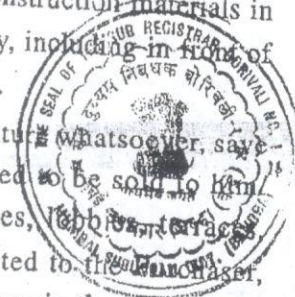


subject to FORCE MAJEURE, like availability of cement, steel or other building materials and water for construction, strike, civil, commotion, war, act of god, etc. or natural calamity such as earthquake, flood or any other natural calamities or any notice, order, rules or notification being issued by any Court or Tribunal or the Government and/or any other public body or authority and/or any such other act/case beyond the promoters' control. However the Purchaser shall be entitled to take possession of the said premises, only if the Purchaser shall have duly observed and performed all the obligations and stipulations contained in this Agreement to be observed and performed by the Purchaser and shall have duly paid to the Promoters all the amounts payable by the Purchaser under this Agreement.

10. The Purchaser hereby expressly agrees that in the event of the Public Authority at any time acquiring any portion of the said property, all the benefits of such acquisition, i.e. by way of compensation and/or F.S.I./T.D.R., shall be the exclusive property of the Promoters, and neither the Purchaser nor the society or any other organization that may be formed hereafter shall have any right therein or thereto.

11. The Purchaser is further aware that the Promoters shall be constructing additional floors or extension to the said Building and for the purpose thereof the Promoters shall be entitled to put scaffoldings and the other construction materials in front of the said premises, even after the possession of the said premises is taken by the Purchaser. The Purchaser agrees and undertakes not to object to the Promoters at any time putting such scaffoldings and/or construction materials in any part of the open area of the said property, including in front of the said premises.

12. The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the premises agreed to be sold to him/her/them by the Promoters. All open spaces, Car Parking Spaces, (save and except allotted to the Promoter, if any) and other premises and spaces will remain the property of the Promoters until the said property along with the said building is transferred to the Co-operative Society or Condominium

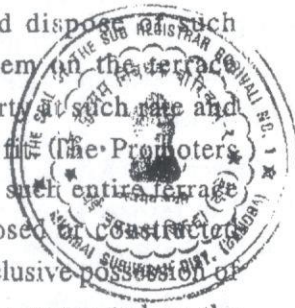


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of Apartment Owners proposed to be formed and registered as hereinafter mentioned, subject however to the rights of the Promoters reserved hereunder.

- 13. Nothing contained in this agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said Property or the said building or any part thereof or the said premises. It is expressly agreed hereby that such conferment shall take place only after the Purchaser being admitted as a Member of the Society or Condominium of Apartment Owners as hereinafter mentioned.
- 14. It is hereby expressly agreed that the Promoter shall be entitled to sell all the premises in the said Building as also in the other structures/Building that may hereafter be constructed on the said property, for any user as may be permitted by the Concerned Authorities and the Purchaser thereof shall be entitled to use the said premises agreed to be purchased by him/her/their accordingly. The Purchaser shall not object to the user of the other premises in the said building or in any other building on the said property by the respective purchasers thereof.
- 15. It is hereby expressly agreed that the terrace/s on the said Building/s shall always belong to the Promoters who shall be entitled to deal with and dispose of the same in such manner as it may deem fit, including to put hoarding, install Cellular Phone Tower, Cable T.V. Relay Disc etc. In the event of the Promoters obtaining permission from the Concerned Authorities for constructing any type of premises on the terrace or any part thereof then the Promoter shall be entitled to construct and dispose of such premises proposed to be constructed by them on the terrace together with the terrace to such person or party at such rate and on such terms and the Promoters may deem fit. (The Promoters shall be entitled in that event to allow use of such entire terrace area to the Purchaser of such premises proposed to be constructed on the terrace and the terrace shall then be in exclusive possession of the Purchaser of such premises proposed or constructed on the terrace. In the event of the Promoters constructing more than one premises on the terrace, the Promoters will be entitled to dispose



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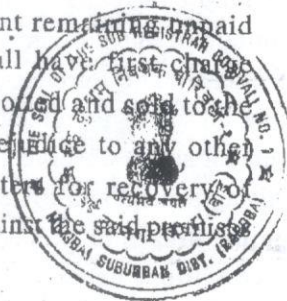
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of the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society or Condominium of Apartment Owners that may be formed as stated hereinafter, shall admit as its member/s, the purchaser/s of such premises that may be proposed or constructed on the terrace with the exclusive right to him/ her/them in the terrace, as aforesaid. In the event of any water storage tank/s on the terrace with the exclusive right thereto for the building being constructed or any other common facility being provided on the terrace, then the Society or Condominium of Apartment Owners, as the case may be shall be, entitled to depute its representative to go to the terrace for the regular check up and upkeep and for carrying out repairs to the tank/s and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the purchaser/s of such premises on the terrace and the Society or the Condominium of Apartment Owners, if so formed and as the case may be.

16. It is hereby expressly agreed and provided that so long as it does not in anyway effect or prejudice the rights of the Purchaser hereunder granted in respect of the said premises, the Promoters shall be at liberty to transfer by sale, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said property, and the building/s and structure/s thereon at their sole discretion. Promoters shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of buildings or for implementation of their Scheme for development of the said property. The Purchaser shall not interfere with the said rights of Promoters in any manner whatsoever.

17. The Promoters shall in respect of any amount remaining unpaid by the Purchaser under this Agreement shall have first charge and lien on the said premises agreed to be allotted and sold to the Purchaser under this agreement, without prejudice to any other rights and remedies available to the Promoters for recovery of outstanding dues from the Purchaser and/or against the said premises from the Purchaser.

18. It is hereby agreed that, so long as and till the various premises in the said building shall not be separately assessed by the M.C.G.M. for property taxes and water charges, rates, lease rent



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and other outgoings, the Purchaser shall pay the proportionate share of such taxes, rates, and other outgoing assessed on the whole building and/or the said property, more particularly mentioned in ANNEXURE-"VI" hereto. The Purchaser shall pay a sum of Rs. 2995/- per month in advance to the Promoters towards the same.

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19. It is hereby agreed that the Promoters shall not be liable to bear or share the maintenance charges, electricity charges and water charges and any other outgoings attributed to and in respect of the unsold flat/shop/office, garages etc. The Promoters will be liable to bear only the Municipal Assessment, if any, payable and that too only if the M.C.G.M. refuse to grant the benefit of non-occupancy in respect of such unsold flat/shop/office, garages etc., but nothing else, till all such unsold flat/shop/office, garages etc. in the said building are sold and disposed off by the Promoters and the respective purchasers thereof is/are put in possession thereof.
20. The Purchaser shall maintain at his/her/their own costs, the said premises in the same condition, state and order in which it is delivered to him/her/them, and shall observe and perform all the terms conditions and covenants contained in this agreement and shall abide by all bye-laws, rule and regulations of Government, Local Bodies and Authorities, and of the Co-operative Society or Condominium of Apartment Owners when formed as afore-said and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.
21. The Purchaser agrees to pay all amounts payable in terms of this agreement as and when the same become due and payable. The Promoters are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse by the Purchaser for non payment of any amount or amounts due on the respective due events. The Purchaser hereby covenants with the Promoters to pay all amounts agreed to be paid by the Purchaser under this agreement and to observe and perform the covenants and conditions in this agreement and to keep the Promoters indemnified at all times against breach or non-observance of any of the said covenants and conditions except so far as the same ought to be observed by the Promoters.

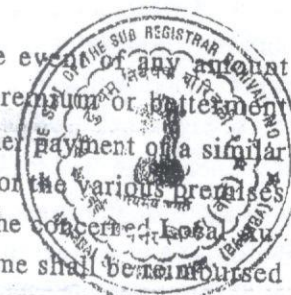


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22. The Purchaser agrees and undertakes that in the event of the Promoters deciding to form a Co-operative Society/Association of persons/ Condominium of Apartment Owners as aforesaid, then and in such event as and when required by the Promoters, the Purchaser shall become a Member of such Society or Association or Condominium and from time to time to sign and execute the application and other papers and documents necessary for the formation and registration of the Society/Association/Condominium including the bye-laws of the proposed Society/Association/Condominium within ten days of the intimation by the Promoters. The Purchaser shall not raise any objection to the changes in the draft Bye-laws as may be required by the Registrar of the Co-operative Societies and/or other concerned authorities. The Purchaser shall be bound from time to time to sign all papers, deeds and documents as the Promoters may require him/her/them to sign and submit from time to time for safeguarding the interest of the Promoters and the purchasers of the other premises in the said Building. Failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Promoters shall so require, the Society/Association/Condominium shall pass the necessary resolution confirming the right of the Promoters to carry out additional construction work in and on the said Building and other structures on the said Property and also confirming the right of the Promoters to sell other premises in the building and structures to be constructed on the said property. The proportionate costs, charges and expenses for formation and registration of such Society/Association/Condominium shall be borne and paid by the Purchaser and all other occupants, equally.

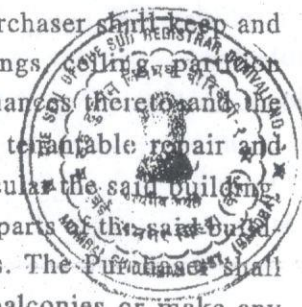
23. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium or betterment charges or development charges or any other payment of a similar nature in respect of the said property and/or the various premises to be constructed thereon as aforesaid, to the concerned Local Authority or to the State Government, the same shall be reimbursed by the Purchaser to the Promoters in the proportion in which the area of the said premises shall bear to the total area of the other premises in the said Building on the said property.



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- 24. The Purchaser shall allow the Promoters and their surveyors, agents and servants, with or without workman and others, at all reasonable times to enter upon the said premises or any part thereof for the purpose of repairing any part of the Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences facilities and utilities belonging to, serving or used for the said Building, and also for the purpose of cutting off the supply of water and other services to the said premises or any other premises in the said Building in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their share of the property taxes, rates and other outgoings including the charges for electricity and water consumed by the Purchaser.
- 25. In the event of the Society or Condominium/Association being formed and registered before the sale and disposal by the Promoters of all the premises in the said building, as also the commencement or completion of construction of additional floors or extension to the said building, as stipulated hereinabove, the powers and authority of the Society or Condominium/ Association shall be subject to the overriding powers of the Promoters in all the matters concerning the same and all amenities pertaining to the same, and the Purchaser hereby irrevocably agrees that the Promoters shall have absolute right, authority and control as regards any unsold premises and the sale thereof, and to commence and complete all additional constructions on the said property.
- 26. The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature, within or outside the said premises or any part thereof. The Purchaser shall keep and maintain the said premises, walls, floorings, ceiling, partitions, walls, sewers, drains, pipes and appurtenances thereto and the fittings and fixtures therein in good and tenable repair and condition and working order, and in particular the said building, so as to provide shelter to and protect the parts of the said building other than his/her/their said premises. The Purchaser shall not permit the closing of the niches or balconies or make any alterations in the outside elevations and outside colour scheme of the said premises.



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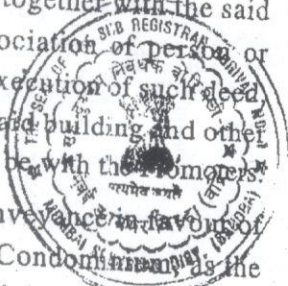
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27. In spite of the possession of the said premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said building are required to be carried out by the Government, Local Authority or any other statutory Authority or if so desired by the Promoters, the same shall be carried out by the Purchasers of various premises in the said Building, including the Purchaser, at his/her/their own costs and the Promoters shall not be in any manner liable or responsible for the same.

28. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any building/Wing or structure/s on the said property or insurance or cause any increased premium to be payable in respect thereof or which may likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building.

29. After a period of (one) year from the date of the Promoters declaring in writing to the Society, Association of Persons or Condominium as the case may be, that their project of development of the said property is fully completed by them and after the completion of the said building and all other structures and premises intended to be constructed by the Promoters on the said property and the Society or other Body as aforesaid having been formed and registered and only after all the premises in the said buildings and all other structures that may have been constructed are sold and disposed off by the Promoters and the Promoters shall have received all dues receivable by them in terms of the agreements with the respective purchasers of all the said premises including the Purchaser herein, the Promoter will execute the Deed of Conveyance in respect of the said property together with the said building, in favour of the Society or Association of person or Condominium, as the case may be. Till the execution of such deed the possession of the said property and the said building and other structures/premises thereon shall be deemed to be with the Promoters.

30. Even after the execution of the Deed of Conveyance in favour of the said Society, Association of persons or Condominium as the case may be, the Promoters shall have full rights, if so permitted by the Concerned Authorities, to make additions to the said Building, whether vertical or horizontal, by way of construction of additional

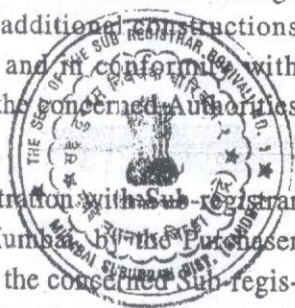


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floors and/or construction of additional wings and the same shall be the exclusive property of the Promoters who shall be entitled to deal with and dispose off the same for such consideration and on terms and conditions and in such manner as they may deem fit. Similarly, until the execution of such Deed of Conveyance the Promoters shall if so permitted by the Concerned Authorities and/or if the Promoters shall so desire they shall be entitled to construct additional structures on the said property or any portion or portions thereof and they shall be entitled to dispose off the premises in such additional structures as they may deem fit. The Promoters may at their discretion require the purchasers of premises in any one or more buildings or separate wings of such Building or Buildings to form separate Co-operative Society/Association/Condominium for such building/s or wing/s. It is further expressly agreed and confirmed by the Purchaser that the right of the Promoters to carry out additional construction works on the said property is an integral part of this contract for the sale of the said premises by the Promoters to the Purchaser and the Purchaser hereby expressly agrees that he/she/they will not in any manner object to the Promoters carrying out any such additional construction works on the said property or on any portion or portions thereof. The promoters shall also be entitled to construct additional structures like Sub-station for electricity, office/s for Society/Association/Condominium, Place of worship, covered and enclosed garages in open compound, underground and overhead tanks, watchman's Cabin/s, Toilet units for staff and servants, septic tank/s and soak pits. The Purchaser hereby gives irrevocable consent to the Promoters carrying out construction of additional floors, wings and additional buildings or structures, etc., as aforesaid. All such additional constructions shall be carried out in accordance with and in conformity with the building plans as may be approved by the concerned Authorities from time to time.

31. This Agreement shall be lodged for Registration with Sub-registrar of Assurance at Goregaon or Borivali, Mumbai by the Purchaser and the Promoters will attend the office of the concerned Sub-registrar and admit execution thereof, after the Purchaser informing them in writing within the prescribed period, of the date on which and the number under which it is lodged for registration by the Purchaser.



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33.

(iv)

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32. All letters circulars, receipts and/or notices issued by the Promoters and dispatched under Certificate of Posting at the last known address of the Purchaser, will be a sufficient proof of the receipt thereof by the Purchaser and shall completely and effectually discharge the Promoters. For this purpose the Purchaser has given the following address :

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[Handwritten initials]

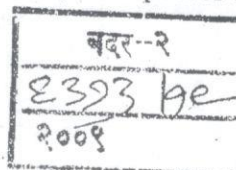
"Mr./Mrs./Ms. Ganeshmal Javerchand Jain
22 Mrs. Sona Jitendra Jain
B-14 Shree Datt Apartment - Kisan Road
Malad (west) Mumbai 400 64."

33. The Purchaser hereby covenant to pay to the Promoters on demand, the following amount before taking possession of the said premises :

- (i) Rs.450/- towards share money and entrance fee of the proposed Society or Body.
- (ii) Rs.20,000/- as a lumpsum payment towards electricity and water meters.
- (iii) Rs. 35,000/- as a lumpsum payment of Twelve months' proportionate share of the Purchaser in the Municipal Property Taxes, rates, assessment, land revenue and other expenses and outgoings in respect of the said building and land appurtenant thereto as more particularly mentioned in ANNEXURE-"VI" hereto, from the Date of Occupation Certificate.
- (iv) Rs.6,000/- as a lumpsum payment towards proportionate share of the Purchaser in costs, charges and expenses for the formation and registration of Society/Association/Condominium.
- (v) Rs.5,000/- as a lumpsum payment towards proportionate share of the Purchaser of the Promoters' legal costs, charges and expenses of and incidental to the preparation of this Agreement.
- (vi) Rs.10,000/- as a lumpsum payment towards proportionate share of the Purchaser charges, expenses of and



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incidental to the preparation and approval of the Conveyance or other transfer deed or deeds and other assurances and the professional fees of the Promoters' Advocates and Solicitors in respect thereof.

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S. J. Sonigra

(vii) Rs. 10183/- as a lumpsum payment towards the Development Charges calculated at the rate of Rs. 1/- per Sq. Ft.;

(viii) Rs. /- as a lump sum payment towards cost of fixing Grill;

(ix) Rs. /- Payment towards Service Tax (if applicable).

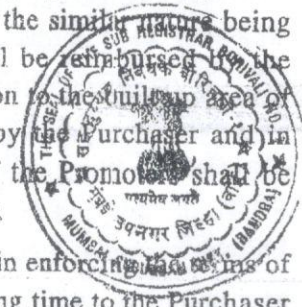
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Rs. 87573/- Total

The aforesaid payments shall not carry any interest. The Promoters shall not be required or held liable to render any account in respect of amounts referred to in sub-clauses (ii) to (vii) above or to make any payment therefrom to the Purchaser or the concerned Society/ Association/Condominium or the Ad-hoc Committee. The Purchaser shall also not be required or held liable to pay any further amount to the Promoters even if the payments referred to above or any of them, found to be insufficient to meet the costs and expenses incurred by the Promoters.

34. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit or cess is payable or paid to the M.C.G.M. or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of the similar nature being payable by the Promoters, the same shall be reimbursed by the Purchaser to the Promoters in the proportion to the built up area of the said premises agreed to be acquired by the Purchaser and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser.

35. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance, or giving time to the Purchaser herein or any other Purchasers of premises in the said building, shall not be considered as waiver on the part of the Promoters of



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such breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser or other purchasers nor shall the same in any manner prejudice the rights and remedies of the Promoters.

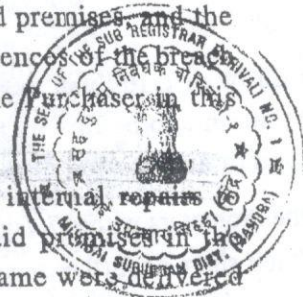
36. The Promoters shall be entitled to alter the terms and conditions of the agreements relating to the other unsold premises in the said building and the Purchaser herein shall have no right to require the enforcement thereof or any of them at any time. The Purchaser herein shall agree to exercise his/her/their rights under this agreement only.

37. The Purchaser with intention to bind all persons into whosever hands the said premises may come, doth hereby covenants with the Promoters as follows :

a) To maintain the said premises at Purchaser's costs in good tenable repair and condition from the date of possession of the said premises is taken by the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises is situated or staircases or any passages, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or charge/alter or make addition in or to the building and the said premises itself or any part thereof.

b) Not to store in the said premises or outside, any goods which are of hazardous, combustible or dangerous nature or which are prohibited by law to be brought upon or kept in any such premises, or are so heavy so as to damage to construction or structure of the building or the said premises and the purchaser shall be liable for the consequences of the breach on account of negligence or default of the Purchaser in this behalf and to indemnify the Promoters.

c) To carry at his/her/their own costs all internal repairs the said premises and maintain the said premises in the condition state and order in which the same were delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the building or the said premises which may be forbidden by the law or rules or regulations



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of the concerned local authority or other public authority, and in the event of the Purchaser committing or permitting any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority, and to indemnify the Promoters.

- d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the building and shall keep the partitions, sewers, drainage pipes in the said premises and appurtenances thereto in good and tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the said premises without the prior written permission of the Promoters as also other concerned authority. If on account of any additions or alterations being carried out by the Purchaser in the said premises (whether such additions and alterations are permitted by the concerned authorities or not) shall there be any damages to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damages to the drains) the purchaser shall at his/her/their own costs and expenses, carry out repairs (including recurrence of such damages).
- e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises or the compound or any portion of the said plot and the building.
- f) Pay to the Promoters within 7 days of demand by the Promoters, his/her/their share of further security deposit demanded by the concerned authority or Government for giving water, Electricity or any other service connection to the building.
- g) To bear and pay the proportionate Municipal Taxes, water charges, common electricity charges and other maintenance charges, on and from the date of taking possession of the



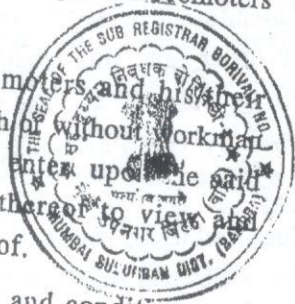
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said premises by the Purchaser. If the Purchaser volunteers to take possession of the said premises before the issuance of the Occupation Certificate by the M.C.G.M. either for carrying out furniture, renovation etc. in the said premises or for any other purpose whatsoever, the Purchaser shall do so at his/her/their own risk and costs and by reason thereof any fine or penalty or additional or penal tax, water charges, electricity charges etc. are charged or levied by the M.C.G.M. or electric company, the same shall be borne and paid by the Purchaser alone and the Promoters shall not be liable to bear or pay the same.

- h) To bear and pay increase in local taxes, water charges, insurance and such other levy, 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 said premises by the Purchaser, and indemnify the Promoters in that behalf.
- i) The Purchaser shall not let, sub-let, transfer assign, or part with Purchaser's interest or benefit of this agreement or the said premises or create any third party interest or right or part with the possession of any part thereof until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this agreement and until the Purchaser has obtained permission in writing of the Promoters for the purpose.
- j) The Purchaser shall permit the Promoters and his/her surveyors and agents and servants, with or without workmen and others, at all reasonable times to enter upon the said property and building or and part thereof to view and examine the state and condition thereof.
- k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including the recitals thereof) and if the Purchaser neglects, omits or fails to pay any



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and/or Society or the other Body in consultation and co-operation with the Promoters and all costs and charges and expenses, if any, that may have to be incurred in connection therewith, shall be borne and paid by the Purchaser and/or the Society or Body.

41. All costs charges and expenses of and incidental to or in connection with preparation, engrossment, stamping and registering Deed of Conveyance, if any, and any other documents and writings required to be executed by the Promoters or by the Purchaser AND the stamp duty, registration charges and other fees, charges and penalty etc. of this agreement and all such other documents shall be contributed, borne and paid by the Purchaser and/or the Society Association/Condominium, as the case may be. The Promoters shall not be held liable and/or responsible for the same.
42. This agreement shall be presented and lodged for registration as provided by law with the Sub-Registrar of Assurances at Goregaon or Borivali, Mumbai, for registration thereof by the Purchaser who shall pay the necessary Stamp duty and Registration charges and other fees in respect thereof and the Promoters shall not be liable for payment thereof. The Purchaser shall intimate in writing to the Promoters immediately thereafter, the lodgement number and date in case Agreement is lodged for registration by the Purchaser, to enable the Promoters to admit the execution hereof by the Promoters. If the Purchaser fails to do so, the Promoters shall not be held responsible for the non-registration thereof and the consequences arising therefrom.

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

THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground bearing Survey No.381(part), Hissa No.2 (part) and corresponding C.T.S. No.566A/1, admeasuring 630 Sq.Yds. equivalent to 527 Square Metres or thereabouts of Village Malad (South), Taluka South Selsette and now Taluka Borivli, in the Registration District of Mumbai Suburban and Sub-District of Borivli, situate at Zakaria Road, Malad (West), Mumbai-400 064.



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SIGNED AND DELIVERED)

For R. P. BUILDERS

by the withinnamed PROMOTERS:)

[Signature]
Partner

M/S. R. P. BUILDERS - Through its
Partner MR. PARAMJIT SINGH, c. Panesar
in the presence of... *[Signature]*

[*Milind Padar*]



SIGNED AND DELIVERED)

by the withinnamed PURCHASER:)

SHRI/SMT./MRS. Ganeshmal
Javerchand Jain

(2) Mrs. Sona Jibendra Jain)

in the presence of ...)

[Signature]
[Signature]



① [*Krishna Borsalkar*]

② *[Signature]*



RECEIVED from the within named)

Purchaser a sum of Rs. 2,00,000/- 1-)

(Rupees Two lac only)

only)

by Cheque/P.O. No. 336812 Dated 30.7.09)

Drawn on Axis bank Ltd)

being the earnest money within)

mentioned paid by him/her/them to us.) ...Rs. 2,00,000/-

(Subject to realisation of Cheque)



WITNESSES:

1. [*Milind Padar*]



WE SAY RECEIVED
For M/s. R. P. Builders

[Signature]

2. [*Krishna Borsalkar*]

Partner/Authorised Signatory

PROMOTERS

3. [*[Signature]*]

बदर-२
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OFFICE OF THE
EX. ENGR. BLDG. PROPL. (W.E.) R&P WARD
Dr. BABASAHEB AMBEDKAR MARKET BLDG.
KANDIVALI WEST, MALAD (W), 400017

BRHMANICITIKRAT MAHANAGARPATIKA

NO.CHE/9396/BP (WS)/AP

6 JUN 2009

Shri Paramjit Singh C. Panesar
Partner of R.P.Builders
Owner.

Subject: Permission to occupy the completed bldg.
on plot bearing C.T.S. No. 566-A/1 of village
Malad(S), situated at Mantri Lane at Malad
(West).

Reference: Your Arch's letter No.T/120/1196 dated
11.02.2009.

The development work of building comprising of Ground + 5
floors on plot bearing C.T.S. No. 566-A/1 of village
(S), situated at Mantri Lane at Malad (West) is completed
the supervision of Shri R.P.Hingoo, Licenced Architect
Lic. No. CA/84/8385, Shri R.D. Magdum, Licenced
Structural Engineer, having Licence No.STR/M/14 and site
supervisor Shri Yogesh D. Vaja having Lic. No. V/26/SS-I, may be
occupied on the following conditions:-

That the certificates U/s 270-A of E.M.C. Act obtained from A.E.W.W. P/North and a certified copy of the same shall be submitted to this office.

That D.I.L.R.'s certificate for transfer of ownership of land in the name of M.C.G.M. shall be obtained before B.C.C. or within 3 months whichever is earlier.

That all the conditions laid down in this letter of permission shall be complied with within one year so as to claim the deposits which otherwise will be forfeited.



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That the Co. op. Hsg. Society shall be formed and registered within three months from the date of issue hereof or before B.C.C. whichever is earlier.

A set of completion plan is returned herewith.

Yours faithfully,

sd/

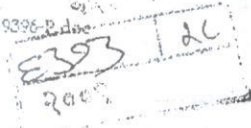
Ex. Engineer. Bldg. Proposal
(Western Suburbs) 'P' Wards.

26 JUN 2009

- py to :
1. Architect, Shri R.P.Hingoo,
 2. Asstt. Commissioner, P/North
 3. E.E.V., 4. A.A. & C. (P/N) Ward.
 5. A.E.W.W.P/North, 6. A.H.S.(P-III),

For information please.

F *sd/* *6/6/09*
Ex. Engr. Bldg. Proposals
(Western Suburbs) 'P' Wards.



ANNEXURE - 66777

MP-3536-2005-15,000 Forms. (4 Pages)

346

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OFFICE OF THE
EX. ENGR. BLDG. PROPL. (W.E.) R&P WARD
Dr. BABASAHEB AMBEDKAR MARKET BLDG
4th FLOOR, WEST, MUMBAI-400067
in replying please quote No.
and date of this letter.

EC-48

THIS I.O.D./C.C. IS ISSUED SUBJECT
TO THE PROVISION OF URBAN LAND
CEILING AND REGULATION ACT 1978

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

No. E.B./CE/ **9396** BS/A p of 200 - 200

MEMORANDUM

Municipal Office,

Mumbai200

Owner - Shri P.C. Pansar for R.P. Builders

1 AUG 2007

With reference to your Notice, letter No. 327 dated 3.4.2007 and delivered on
..... 200 and the plans, Sections Specifications and Description and further particulars and
of your buildings at Proposed building on plot bearing CTS No.566 A/1 furnished
of village Malad (S) at Mantri Lane at Malad (W)
under your letter, dated 200, I have to inform you that I cannot approval of the building
proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of
Mumbai 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 Commencement Certificate under Sec. 44/69(I)(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. Regulation No. 38(27).
3. That the low lying plot will not be filled upto reduced level of at least 92 T.H.D. or 6" above adjoining road level. However is higher with murrum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.



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4. That the specifications for layout/ roads/development of setback land will not be obtained from E.E.(R.C.)(W.S.)(P&R) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D)(W.S.)(P.&R.)/E.E.(T. & C.) before submitting Bldg. Completion Certificate.
5. That the Structural Engineer will not be appointed supervision memo as per Appendix -XI(Regulation 5(a)(ix) will not be submitted by him.
6. That the structural design including provision of seismic/wind load and or 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 Muni. Specifications, and drainage layout will not be submitted before C.C.
8. That the regular / sanctioned proposed lines and reservation will not be got demanded at site d additional copy of plan shall not be submitted for agreeing to handover the set back land tree of compensation and that the set back handing over certificate will not be obtained from Ward Officer that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
9. That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to handover the set back land tree of compensation and that the set back handing over certificate will not be obtained from Asstt. Commissioner that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
10. That the Agreement with the existing tenant with the plans will not be submitted before C.C.
11. That the Indemnity Bond indemnifying the Corporation for ownership, damages, risks, accidents etc. and the occupiers and u/t regarding no nuisance will not be submitted before C.C./ starting the work.

[Handwritten Signature]
S. Sonigra



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12. That the existing structure proposed to be demolished and shifted will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
13. That the requirements of N.O.C. from E.E.(S.W.D.)/E.E.(T&C)/E.E.(R.C.)/E.E.(SEW)/E.E.(W.W.)/C.F.O. will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate / B.C.C.
14. That the qualified / Registered Site Supervisor through Architects/Structural Engineer will not be appointed before applying for C.C.
15. That no dues pending certificate from A.E.W.W. P/N Ward shall not be submitted before C.C.
16. That NOC from A.E.(Env.)P/N shall not be submitted before C.C.
17. That N.O.C. from A.A. & C. (P/N) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
18. That N.O.C. from H.E. shall not be submitted before requesting for C.C.
19. That the copy of application made for Non-agricultural user permission shall not be submitted before requesting for C.C.
20. That the regd. u/t. from the developer to the effect that the Meter cabin, stilt portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
21. That the development charges as per M.P.R. & J.P. (Amendment) Act, 1992 will not be paid before C.C.
22. That the C.T.S. plan and P.R. Card are written in Hindi through S.L.R. shall not be submitted before C.C.
23. That provision for Reliance Energy / M.T.N.L. shall not be made.



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24. That the P.C.O. charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned War Office and provision shall not be made as and when required by Insecticide officer for inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall not be complied with.
25. That separate P.R.C. for setback shall not be submitted before requesting balance F.S.I.
26. That the proportionate sewerage line charges as worked out by Dy.Ch.Eng. (Sew.Planning) shall not be paid in that office before requesting for C.C.
27. That the Janata Insurance Policy shall not be submitted before C.C.
28. That requisition of clause 45 & 46 of D.C.R. 91 shall not be complied and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
29. That the Regd. undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
30. That the building will not be designed complying requirements of all the relevant I.S. Codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
31. That the soil investigation will not be done and report there of will not be submitted with structural design before requesting for C.C.
32. That the N.O.C. from tree authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
33. That the alternate arrangement for drinking water shall not be made for the existing tenants before demolishing the existing overhead water storage tank before C.C.
34. That the borewell shall not be constructed in consultation with H.E. before requesting for C.C.

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35. That the Fly ash shall not be used as a building construction material within 50 k.m. from thermal power plant shall not be used.

36. That the requirement of clause 40 & 41 of D.C.R. 1991 shall not be incorporated in proposed plan and requirements shall not be complied with before submitting B.C.C.

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

1. That the plinth/stilt height shall not be got checked by this office staff.
2. That the Water connection for construction purposes will not be taken before C.C.
3. That the plan for Architectural Elevation and projection beyond proposed bldg line will not to be submitted and got approved before C.C.
4. That the permission of constructing temporary structures of any nature shall not be obtained.

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

1. That the dust bin will not be provided as per C.E.'s circular No. CE / 9297 / II of 26.06.1978.
2. That 10'0" wide paved pathway upto staircase will not be provided.
3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
4. That the name plate/board showing Plot No. Name of the Bldg. etc. will not displayed at a prominent place before O.C.C. / B.C.C.
5. That B.C.C. will not be obtained and 10% and Delhi deposit etc. will not be claimed for refund within a period of six year from the date of B.C.C.
6. That the carriage entrance shall not be provided before start work.



[Signature]
S. Sonigra

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1 AUG 2007

~~That the Non-Agricultural permission / Revised N.A. shall not~~
be submitted before occupation.

8. That terraces, sanitary blocks, nahanis in kitchen will not be made waterproof and same will not be provided by method of ponding and all sanitary connections will not be made leakproof and smoke test will not be done.
9. That the final N.O.C. from H.E.dept./E.E.(S.W.D)/Lift Inspector shall not be submitted before O.C.C.
10. That the Final N.O.C. from A.A.& C.(P/N) shall not be submitted before occupation.
11. That the Structural Engineers Stability Certificate along with R.C.C. design, canvas plan shall not be submitted.
12. That debris shall not be removed before submitting B.C.C.
13. That the Co.Op.Hsg.Society of the perspective purchaser shall not be formed and regd. certificate to that effect shall not be submitted before B.C.C.
14. That canvas mounted plans shall not be submitted along with Notice of completion of work u/s 353F of M.M.C. Act for work completed on site.
15. That every part of the building constructed and more particularly O. H.Tank will not be provided with a provision of safe and stable ladder.
16. That site supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.

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

1. That certificate under Sec. 270 A of B.M.C. Act will be obtained from H.E.'s Deptt. regarding adequacy of water supply.



Mydocuments/SJR/IOD/9395

[Handwritten signature]
S. J. Soni

Samb 01108109
Executive Engineer,
Bldg Proposal (W.S.) P & K. Ward

THIS I.O.D./CC IS ISSUED SUBJECT TO THE PROVISION OF URBAN LAND CEILING AND REGULATION ACT 1978

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ANNEXURE - "II"

BRIHANMUMBAI MAHANAGAR PALIKA

MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')

No. CHE/ 9396 /BP(WS)/AP/ARk

15 OCT 2007

COMMENCEMENT CERTIFICATE

To, Owner - Shri P.C.Panesar For R. P. Builders

Sir,

With reference to your application No. 9396 dated 03/04/07 for Development Permission and grant of Commencement Certificate under Section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Prop. Building on plot bearing

C.T.S. No. 566, A/1 at premises at Street Mantri Lane Village Malad (S) Plot No. situated at Melad (W) Ward P/N

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

- 1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and 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 for Greater Mumbai is satisfied that the certificate obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act 1966.
7. The conditions of this certificate shall be binding not only on the applicant on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri V. H. Patil, Executive Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

This C.C. is restricted for work up to Plinth level only

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For and on behalf of Local Authority Brihanmumbai Mahanagar Palika

TRUE COPY RASIK P. HINGOO ASSOCIATES

Executive Engineer, Building Proposal (W. S.) 'P' & 'R' Wards

FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 31/7/08 200 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, P 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 building 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 who is liable to the taxes is required to give notice of erection of a new building or occupation of building which has been completed to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs and failure to do so 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 next year in which the completion or occupation is detected by the Assessor and Collector's Department.

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

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

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

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

Attention is drawn to the notes Accompanying this Intimation of Disapproval

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No. EB/CE/ 9396 /BS

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NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer 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 an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. _____ of _____ should be adhered to and complied with.
- (13) 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 connection 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 and 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.



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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 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 with drawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-
 - (i) Specific plans in respect of evicting or rehousing the existing tenants on hour 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 over hand 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 jisterns 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 highly serving the purpose of a lock and the warning pipes of the ribbet pretressed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfection; each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top of the cistern to be fixed an its lower ends in cement concrete blocks.
- (31) No broken botties should be fixed over boundary walls. This prohibition extends only to broken bottles and 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 234-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



1 AUG 2007

COPY TO LICENSED SURVEYOR/SWNER

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 2/8/07

Executive Engineer, Building Proposals
 Executive Engineer,
 Zonal Proposals (W.S.T.P.B. Ward - War)

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ANNEXURE - "III"

MEHTA & Co.
ADVOCATES & SOLICITORS

OFF : S. P. Center, 2nd Floor, 70, Nagindas Master Road, Fort, MUMBAI-400 001.
2267 6869 • 6639 6869 • Telfax : 6639 6768 • e-mail : hemant@mehtalawfirm.com

Hemant Mehta

Ref. No.: H/1668/06-07

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Sub.: ALL THAT piece or parcel of land or ground bearing Survey No.381(part), Hissa No.2 (part) and corresponding C.T.S. No.566A/1, admeasuring 630 Sq.Yds. equivalent to 527 Sq. Mts. or thereabouts of Village Malad (South), Taluka Borivali, in the Registration District of Mumbai Suburban and in the Registration Sub-District of Borivli, situate at Zakaria Road, Malad (West), Mumbai-400 064.

1. By and under the Deed of Conveyance dated the 25th day of September 1975, registered with the Sub-Registrar of Assurances at Bombay, under No.BOM./S/3748/1975, and made between Shri Premji Shivji and Shri Ramanlal Manilal, therein referred to as the Vendors of the One Part and Shri. Valimohamed Juma (now since deceased), therein referred to as the Purchaser of the Other Part, the said Shri Premji Shivji and Shri Ramanlal Manilal, sold, transferred and assigned unto and in favour of the said Shri. Valimohamed Juma, the abovementioned Property (hereinafter referred to as "the said property") for the consideration and on the terms and conditions (more particularly recorded therein.
2. The said Shri. Valimohamed Juma died intestate at Mumbai on 12th July 1982, leaving behind him (1) Shri Mohamed Yusuf Valimohamed Memon, (2) Shri Mohamed Yunus Valimohamed Memon, (3) Shri Abdul Razak Valimohamed Memon, (4) Shri Mohamed Iqbal Valimohamed Memon, (5) Shri Mohamed Zuber Valimohamed Memon,



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S. Sonigra

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2008

- (6) Smt. Yasmin Siraj Nathani and (7) Smt. Naseem Salim Hunani, as his only heirs and legal representatives as the Muslim Law of Succession by which he was governed at the time of his death.
3. Upon the death of the said Shri. Valimohamed Jurna, in accordance with the Muslim Law of Succession, each of the said Shri Mohamed Yusuf Valimohamed Memon, Shri Mohamed Yunus Valimohamed Memon, Shri Abdul Razak Valimohamed Memon, Shri Mohamed Iqbal Valimohamed Memon and Shri Mohamed Zuber Valimohamed Memon, became entitled to 1/6th undivided share in the said property and each of the said Smt. Yasmin Siraj Nathani and Smt. Naseem Salim Hunani became entitled to 1/12th undivided share in the said property.
4. By and under an Agreement for Sale dated 2nd November 2006, registered with the Sub-Registrar of Assurances at Bandra, Mumbai under serial No. BDR-2-08538 on 15th December 2006, the said Shri Mohamed Yusuf Valimohamed Memon and 6 others sold, transferred and assigned the entire First Floor admeasuring 1200 Sq. Ft. or thereabouts in the building known as "Famous House" standing on the said property, and all their respective share, rights, title, interest and claim therein and thereto to Mr. Paramjit Singh Panesar (one of the Partner of M/s. R.P. Builders), at or for the price and consideration of and on the terms and conditions more particularly recited in the said Agreement for Sale.
5. By and under the another Agreement for Sale dated 2nd November 2006 registered with the Sub-Registrar of Assurances at Bandra, Mumbai under serial No. BDR-2-08539 on 15th December 2006, the said Shri Mohamed Yusuf Valimohamed Memon and 6 others sold, transferred and assigned the entire Second Floor admeasuring 1200 Sq. Ft. or thereabouts in the said building "Famous House" and all their respective share, rights, title, interest and claim therein and thereto to Mr. Ramesh

Paramjit Singh Panesar

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For
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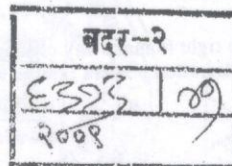
G. Kataria (also one of the Partner of M/s. R.P. Builders), at or for the price and consideration of and on the terms and conditions more particularly recorded therein.

6. 31st day of January 2007, registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Sr. No.BDR-5/00838/2007, the said Shri Mohamed Yusuf Valimohamed Memon and 6 others, subject to the rights already created in respect of the said Entire First Floor and Second Floor of the said building "Famous House" in favour of the aforesaid Partners of the M/s. R.P. Builders, sold, transferred and conveyed all their respective undivided share, right, title and interest in the said property, unto and in favour of M/s. R.P. Builders, at and for the price and consideration and on the terms and conditions more particularly recorded therein.
7. We have caused to investigate the title to the above referred property by taking search in the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, Goregaon and Borivali and by inviting claims, if any, by issuing Public Notices in Newspapers and also by perusing the revenue records and other title documents.
8. Accordingly, in our opinion the title of M/s. R.P. Builders to the said property, is clear, marketable and free from encumbrance.

DATED THIS 7TH DAY OF JANUARY 2008

For M/s. Mehta & Co.
Advocates & Solicitors

(H.C.MEHTA)
Proprietor



ANNEXTURE - "IV"

**GENERAL AMENITIES TO BE PROVIDED IN FLAT
TO BE PROVIDED IN THE NEW BUILDING.**

- ▲ Decorative Entrance Foyer.
- ▲ Elegant Lobby Areas.
- ▲ Attractive Main Door in Teakwood Flush type with Brass Fittings.
- ▲ Marble or Marbo Granato Flooring in Living Room, Bed Room, Kitchen and Passage.
- ▲ Granite Cooking Platform with Stainless Steel Sink in Kitchen.
- ▲ Full Height Tiles Dado above Kitchen Platform.
- ▲ Exhaust Fan Point and Water Purifier Point in Kitchen.
- ▲ Ceramic Tiles Flooring and Full Tiles in Bathrooms.
- ▲ Ultra Modern Bathroom Fittings, Coloured Sanitaryware.
- ▲ Water Geyser in Bathrooms.
- ▲ Concealed Plumbing.
- ▲ Concealed Copper Wiring with Modular Type Switches.
- ▲ Provision for A. C. Windows and Power Points in Bedroom.
- ▲ Provision for Cable TV and Telephone Connections in each Flat.
- ▲ POP - Finished Plastic Paint adorned Walls.
- ▲ Powder Coated Aluminium Sliding Windows with Float Glass.

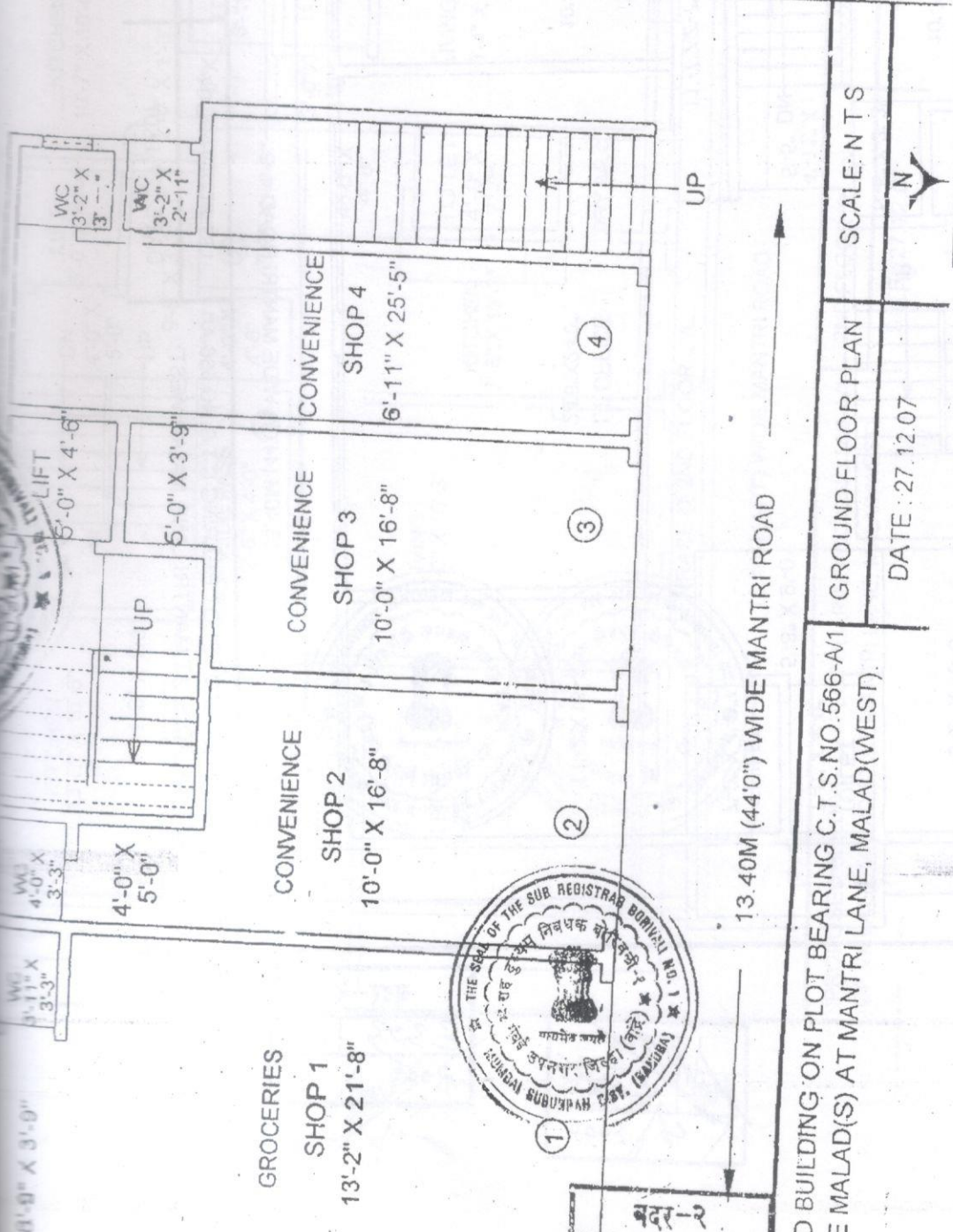


E353 RA
2003

(NOTE : The Company has the right to make any changes in the premises without any prior notice. Sole discretion powers remain with the company.)

Handwritten signature and initials
8/10/03

ANNEXURE - "V"

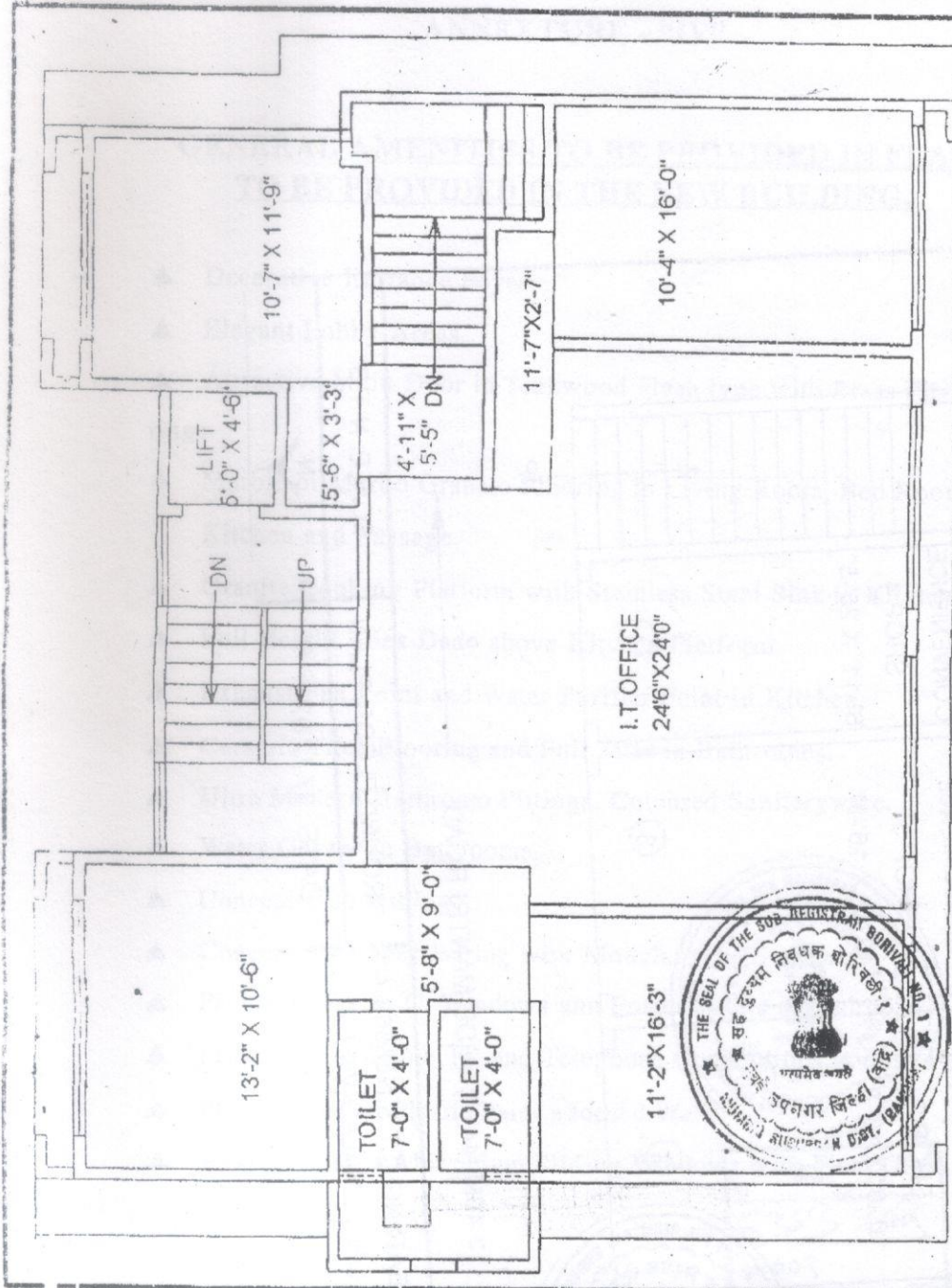


बदल-२

13.40M (44'0") WIDE MANTRI ROAD

D BUILDING ON PLOT BEARING C.T.S.NO.566-A/1
E MALAD(S) AT MANTRI LANE, MALAD(WEST).

GROUND FLOOR PLAN	SCALE: N T S
DATE : 27.12.07	

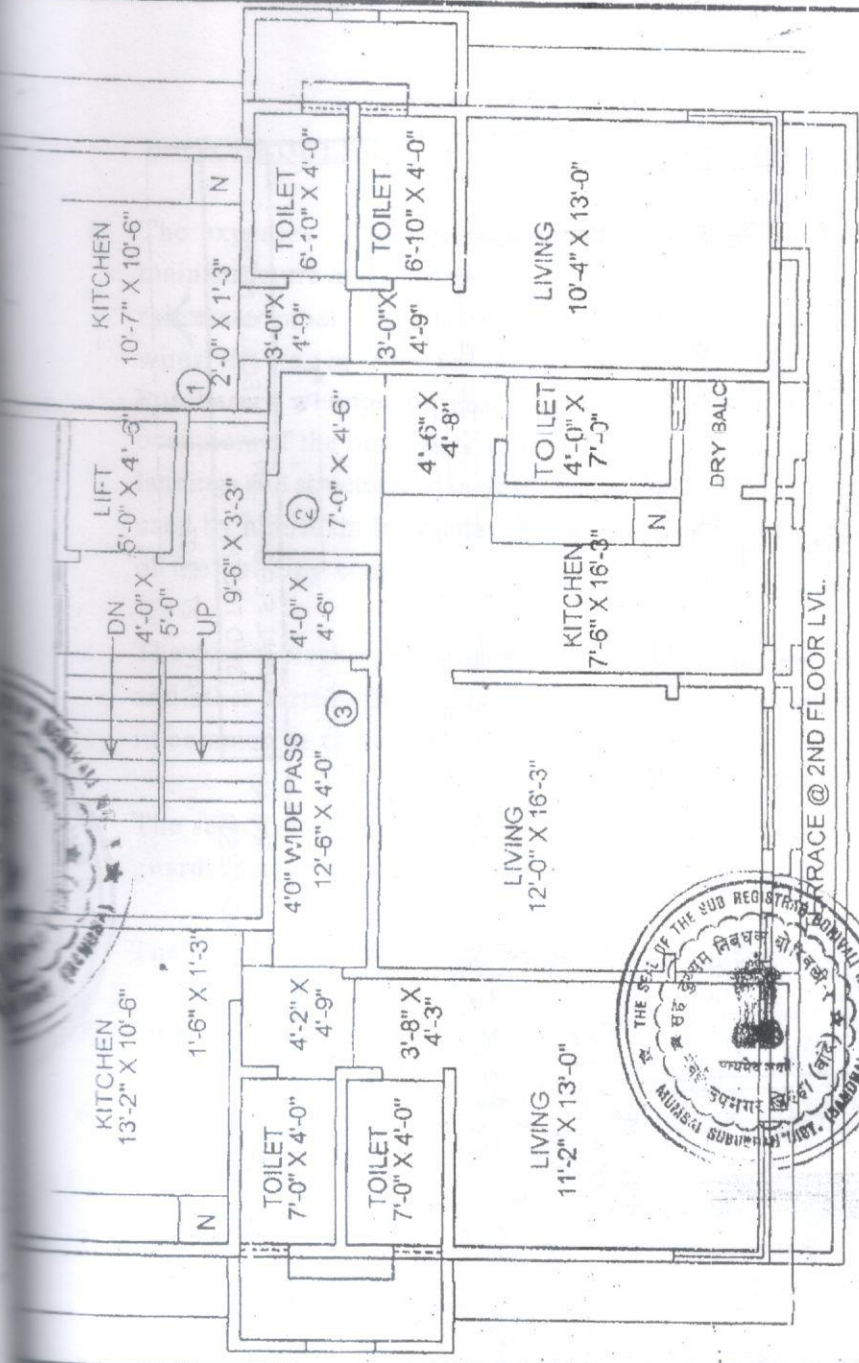


13.40M (44'0") WIDE MANTRI ROAD

PROPOSED BUILDING ON PLOT BEARING C.T.S.NO.566-A/1 OF VILLAGE MALAD(S) AT MANTRI LANE, MALAD(WEST).	1ST FLOOR PLAN	SCALE: N T S
	DATE : 27.12.07	N

[Handwritten Signature]
S. Somnagar

बदर-२
८३५३
२००९

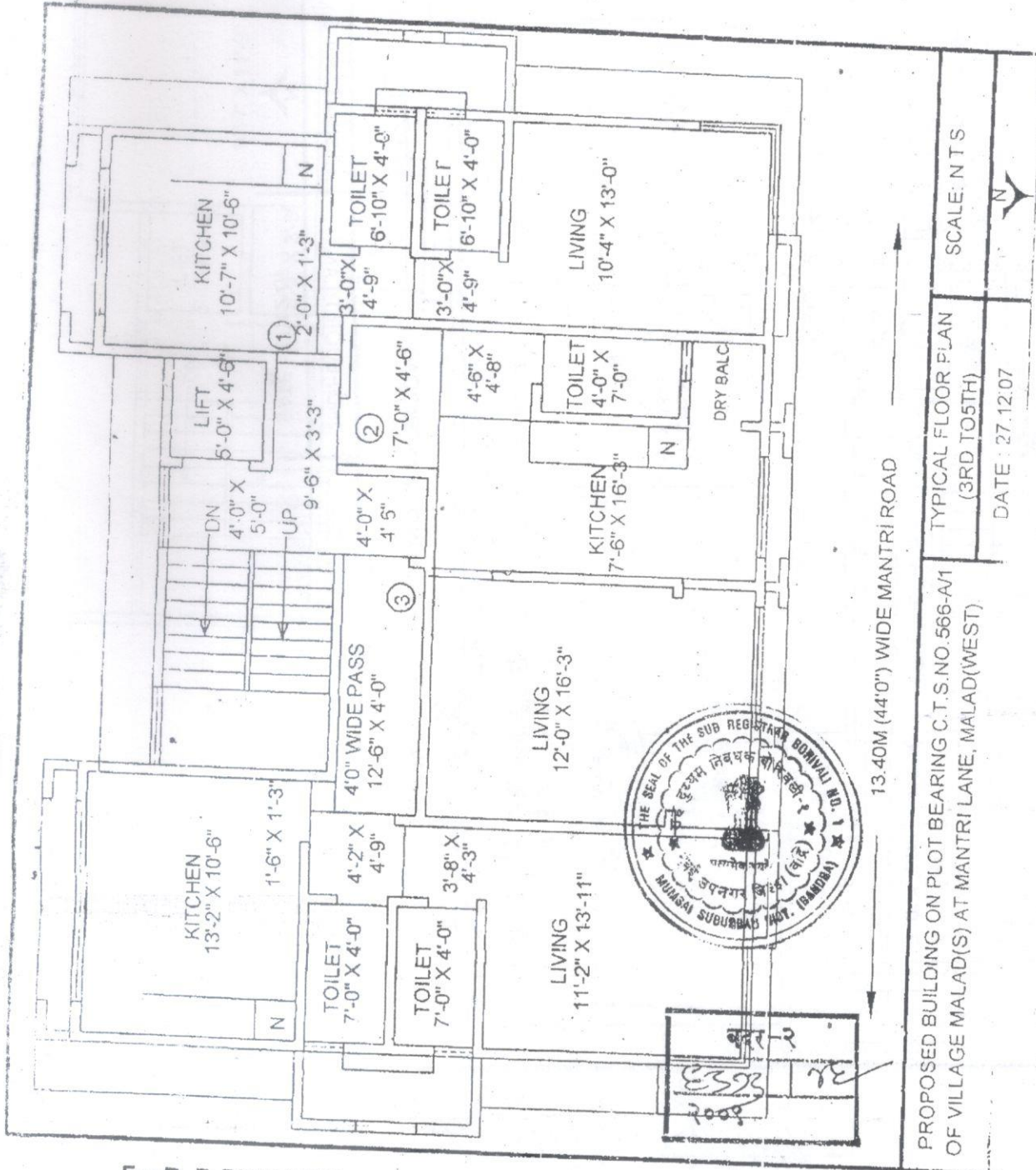


13.40M (44'0") WIDE MANTRI ROAD

PROPOSED BUILDING ON PLOT BEARING C.T.S.NO.566-A/1 OF VILLAGE MALAD(S) AT MANTRI LANE, MALAD(WEST).	2ND FLOOR PLAN	SCALE: N T S
		DATE : 27.12.07

Signature
S/Coning

बदर-२
८३९३
२००९



13.40M (44'0") WIDE MANTRI ROAD

SCALE: NTS
 TYPICAL FLOOR PLAN (3RD TO 5TH)
 DATE: 27.12.07

PROPOSED BUILDING ON PLOT BEARING C.T.S.NO.566-A/1 OF VILLAGE MALAD(S) AT MANTRI LANE, MALAD(WEST)

For R. P. BUILDERS

[Signature]
 Partner

Flat no. 301

Floor - 3rd

[Signature]
 Avachaser



ANNEXURE - "VI"

(SCHEDULE OF THE MAINTENANCE CHARGES)

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the compound, terrace, gutters and rain water pipes of the building, water-pipes, gas pipe and electric wires, lift etc., in under or upon the building enjoyed or used by the Purchasers whether on ground floor in common with the other occupiers of the other flats, closed garages, and the main entrance, landings and structures of the building as enjoyed by the Purchasers or used by him/them in common as aforesaid and the boundary walls of the building compounds etc.
2. The cost of cleaning and lighting the passages, landings, staircases, and other parts of the building as enjoyed or used by the Purchaser in common as aforesaid.
3. The salary and/or wages of clerks, bill collector, liftmen, security guards, sweepers, gardeners etc.
4. The cost of decorating the exterior of the building.
5. Insurance of the building.
6. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.
7. Taxes, cess, levies, land revenue, water charges, electricity charges, Municipal Taxes including LUC etc.
8. The maintenance, repairs, replacement of the lifts



बदर-२	
E393	80
२००९	

[Handwritten signature]



Wednesday, July 22, 2009

11:21:01 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6002

दिनांक 22/07/2009

गावाचे नाव मालाड

दस्तावेजाचा अनुक्रमांक

बदर-२ 05998 2009

दस्तावेजाचा प्रकार



सादर करणाराचे नाव: मे/-आर पी. विल्डर्स चे भागीदार, भरमजीतसिंह रॉय वनेसर

नोंदणी फी

100.00

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

140.00

रजवात (अ. 12) व अध्याधिकरण (अ. 13) -> एकत्रित फी (7)

DELIVERED एकूण रु.

240.00

आपणास हा दस्त अंदाजे 11:35AM ह्या वेळेस मिळेल

दुय्यम निबंधक
शोरीयली 1 (मालाड)

बाजार मुल्य: 0 रु.

मोबदला: 0 रु.

भरलेले मुद्रांक शुल्क: 500 रु.

दुय्यम निबंधक योगेश्वरी-२
सुंभर उपनगर जिल्हा.

DELIVERED



बदर-२
२००९

THE BHARAT CO-OP BANK (MUMBAI) LTD.
 Corporate Office: 101, GOREGAON BRANCH
 Goregaon / Mumbai

Account No. **050839** Date: **20/07/09**
 Name of the Account Holder: **M/S R.P. BUILDERS**
 Name of the Beneficiary: **S. P. A**

Particulars	Debit	Credit	Total
Balance Brought Forward			
By Cash			
To Cash			
By Cheque			
To Cheque			
By Interest			
To Interest			
By Dividend			
To Dividend			
By Other			
To Other			
Balance as at			

Signature: *[Signature]*
 Authorised Signatory



[Signature]
KASTURI S. AMIN
 AUTHORIZED SIGNATORY

SPECIFIC POWER OF ATTORNEY

{Only For Admission & Execution at Sub Registrar's Office.}

KNOW BY ALL THESE PRESENTS, We, M/s. R.P. BUILDERS, through it's partner MR. PARAMJITSINGH. C. PANESAR having Registered Office address at 2, Gopal Niwas, 1st Floor, Turel Pakhandi Road, Malad (West), MUMBAI -400 064, SEND GREETINGS:

WHEREAS due to our busy scheduled we are unable to remain present for the Registration of Articles of Agreement/Agreement of Sale/Deed /Deed of Rectification/ Deed of Cancellation/ Undertaking / Deed of Declaration/s Deed of confirmation/s or any other document/s in respect of Flat/s,Shop/s/Office/s

The Bharat Co-Operative Bank
 (Mumbai) Ltd., Goregaon Branch,
 Shivgiri, Plot No. 11,
 Samant Estate, Goregaon(East),
 Mumbai-400 062.
 D-5/STP/V/C P. 1063/20/05/148-151



IN THE PRESENCE OF
MAHARASHTRA
 P. 06000001-PB5536
 16:22
 JUL 20 2009

बदर-२
 २००९

बदर-२ IV
 २००९



Gala/s/Garage/s, Stilt/s & Open parking/s, hoarding/s in the Building known as "SATGURU KRUPA ", lying, being and situate at plot of land bearing C.T.S. No. 566 A /1 of Village Malad (South), Situated at Mantri Lane , Malad (West),Mumbai -400 064, executed by us with Prospective Buyer/s,or Purchaser/s and therefore we do hereby appoint, nominate and constitute **MR. DARSHAN K BHUTA**, Aged 24 years , an Indian Inhabitants of Mumbai, residing at Flat No. B/401, 4th Floor, "Hetal Arch", S.V. Road, Opp. Natraj Market, Malad (West), MUMBAI -400 064, as our true and lawful attorney for us and on our behalf to appear before the Office of the Sub-Registrar of Assurances, Bandra Borivali, Goregaon, and Old Custom House, Mumbai or any other registering authority to lodge the Articles of Agreement/Agreement for Sale/Sale Deed /Deed of Rectification/ Deed of Cancellation/ Undertaking/ Deed of Declaration/s / Deed of confirmation/s or any other document/s in respect of Flat/s/Shop/s/Office/Garage/s, Stilt/s & Open parking/s, hoarding/s in the Building known as "SATGURU KRUPA ", situated at Mantri Lane , Malad (West), MUMBAI -400 064, executed by us with prospective Buyer/s or Purchaser/s for Registration and to admit our execution thereof and to sign register and relevant records of the Registrar's Office and to complete the registration in all respects on our behalf in our names.

We do hereby ratify and confirm that all deeds and things done by said Attorney shall be deem to have been done by us personally and undertake to ratify and confirm all and whatsoever our said Attorney shall lawfully do by virtue of this Specific Power of Attorney.



बंदर-२
 ६३९३ ४०
 २००९

बंदर-१
 ५६६८ ४
 २००९

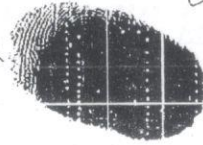
IN WITNESS WHEREOF, We M/s. R.P. BUILDERS have hereunto set and subscribed our hands on this 20th day of JULY, 2009. *CB*

SIGNED, SEALED & DELIVERED)
by the withinnamed EXECUTANTS)
M/s. R.P. BUILDERS)
through it's Partner)
MR. PARAMJITSINGH. C. PANESAR)
in the presence of *Prade*)
w/ (Milind Padar)

For R. P. BUILDERS

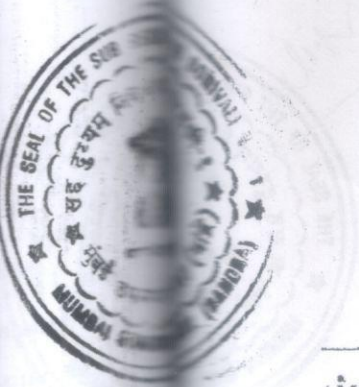
Prade

Partner



EXECUTANTS.

Before me.



Prade

(MR. DARSHAN K. BHUTA)
Specimen signature of Constituted Attorney.



बदर-२
४३९३ ५
२००९

बदर-२
५६६८ ३
२००९



Bank of India, Mumbai

20 MAR 2003

L/76

श्रीमती शुभा विजय गोपाल नागर,
परवानाधारक मुद्रांक विक्रेता
सांगलीवाला चौक, गिरनार चहाच्या मार्ग,
मेन कस्तुरबा रोड, बोरीवली (पूर्व),
मुंबई - ४०० ०१६,
टेलि. ८०५९८५६ / ८६९९७०५
क्रमांक ५३५९ दिनांक _____
सर्वश्री/श्री./श्रीमती _____
वॉचमन _____ न्यायिकेतर मुद्रांक
पेपर/केला.

26 MAR 2003

Register of firms,

Firm No. BA - 04255.

M/S. R.P. BUILDERS (REGD).

Builders Land Developers, dealers, in building materials estate agents investors in land and any other real estate etc., The firm may carry on any other business as mutually agreed upon by the partners from time to time.

Date of entry Nature of entry Remarks.

23rd Name : M/s. R.P. BUILDERS.

P.C., Principal Place : 2, Dayabhai Building, 1st flr., Tural
2602. Fakhadi Road, Malad (W), Mumbai - 64.

Partners addresses & date of joining

1. Mr. Ramesh Gopaldas Katari
2, Dayabhai Bldg., 1st flr., Tural
Malad (W), Mumbai - 64.
joined on 11th Feb., 1999

2. Mr. Paramjitsingh Charam
1, Devki Villa, S.V. Road
Malad (W), Mumbai - 64,
joined on 18th Feb., 1999

Duration : at will.
Form dt. : 07th Nov., 91.
sd/- S.T. Karia, Gr. Mumbai,
547, Kabbadevi Rd., Mumbai - 2.

25871
13/6/03
51185
905

Sd/- C.J. KININGE,
Dy. Registrar of Firms, Mumbai

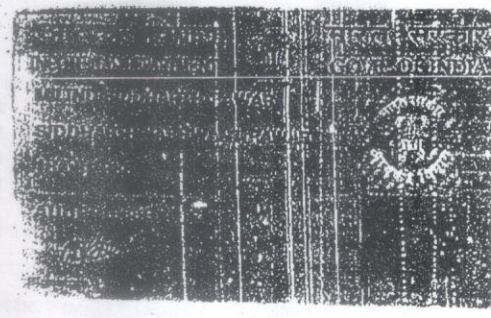
बदर-२
E393 42
२००९

५९९८ ४



Witness

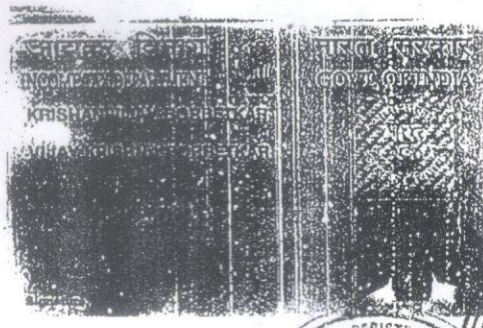
Address



9-1066
Government
Colony
Bandra
(E)M-51

Witness

Address

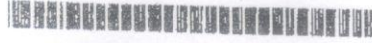


266/8
Government
Colony
Bandra (E)



बंदर-२
६३९३ / ५७
२००९

५१६८ ५
२००९



22/07/2009
11:21:59 am
दुय्यम निबंधक
बोरीवली 1 (मालाड)

दस्त गोषवारा भाग-1

बदर2
दस्त क्र 5998/2009

दस्ता क्रमांक : 5998/2009
दस्ताचा प्रकार : मुखत्यारनामा

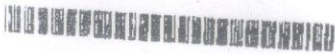
अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम: अर पी विहबस ये मागीदार परमजीतसिंह सी एनस्वर</p> <p>पत्ता: घर/फ्लॅट नं: 2, गोपाल विहार 1 का पत्ता, सुरेख पखाडी रोड मालाड पुंमु 64</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/</p>	<p>लिहून घेणार</p> <p>वय 62</p> <p>सही <i>[Signature]</i></p>		
2	<p>नाम: दर्शन के मुता -</p> <p>पत्ता: घर/फ्लॅट नं: बी-401, हेतल आर्क एसवी रोड, मालाड प मुं 64</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/यसाहत: -</p> <p>शहर/गाव: -</p> <p>तालुका: -</p> <p>जिल्हा: -</p> <p>पिन नम्बर: -</p>	<p>लिहून घेणार</p> <p>वय 24</p> <p>सही <i>[Signature]</i></p>		

बदर-२ IV
UPEC OE
२००९



बदर-२
E393/48
२००९





दस्त गोषवारा भाग - 2

बदर 2

दस्त क्रमांक (5998/2009)

दस्त क्र. [बदर2-5998-2009] चा गोषवारा
काजार मूल्य : 0 मोबदला 0 भरलेले मुद्रांक शुल्क : 500

पावती क्र.: 6002 दिनांक: 22/07/2009

पावतीचे वर्णन
नाम: मे/-आर पी बिब्लर्स चे भागीदार परमजीतसिंह
सी एनेसर

दस्त हजर केल्याचा दिनांक : 22/07/2009 11:18 AM

निष्पादनाचा दिनांक : 20/07/2009

दस्त हजर करणा-याची सही :

[Signature]

100 : खेदणी फी
140 : नक्का (अ. 11(1)), पृष्ठांकनाची नक्का
(आ. 11(2)),
रुजवास (अ. 12) व धायाचित्रण (अ. 13) ->
एकांकित फी

240: एकूण

दस्ताचा प्रकार : 48) मुख्यारामा
शिक्षण क्र. 1 ची वेळ : (सादरीकरण) 22/07/2009 11:18 AM
शिक्षण क्र. 2 ची वेळ : (फी) 22/07/2009 11:21 AM
शिक्षण क्र. 3 ची वेळ : (कबुली) 22/07/2009 11:21 AM
शिक्षण क्र. 4 ची वेळ : (ओळख) 22/07/2009 11:21 AM

दस्त नोंद केल्याचा दिनांक : 22/07/2009 11:21 AM

आळख :
खासिल इसम असे निवेदीत करतात की, तो निवेदनाच्या पावती-याचा व्यक्तीस ओळखलात
या त्याची ओळख घटविताना.
1) मिलीट पयार - - घर/फ्लॅट नं: गुरुतमेट कॉलनी बांधणे
गल्ली/वस्ता -
ईमारतीचे नाव -
ईमारत नं. -
घट/वस्ताहस्त -
शहर/गाव -
तालुका -
जिल्हा -
दिनांक -

2) क्रीष्ण धोरवेटकर - - घर/फ्लॅट नं: वरीलप्रामाणे
गल्ली/वस्ता:
ईमारतीचे नाव:
ईमारत नं.:
घट/वस्ताहस्त:
शहर/गाव:
तालुका:
जिल्हा:



दस्त क्र. 5998/2009 चा गोषवारा
दस्ताचा क्र. 5998/2009 (मालाड)
मुंबई उपनगर जिल्हा.

बदर-२ IV
DREC 106
२००९



दस्ताचा क्र. 5998/2009 चा गोषवारा
दस्ताचा क्र. 5998/2009 (मालाड)
मुंबई उपनगर जिल्हा.

प्रमाणित धोरवेट घेते की, या
दस्तामध्ये दुरुपण... 06 घाने व्हाईट.



सह मुख्य नोंदधक, बोरिवली क्र. १,
मुंबई उपनगर जिल्हा.



येद २००९
२२/०७/०९

सह मुख्य नोंदधक, बोरिवली क्र. २,
मुंबई उपनगर जिल्हा.

बदर-२
DREC 106
२००९

घोषणापत्र

मी दर्शन के भुता

याद्वारे घोषित करतो की, दुय्यम

निबंधक वीहीवली-

यांचे कार्यालयात वी.श.श.वा.भा. या शिर्षकाचा दस्त

नोंदणीसाठी सादर करण्यात आला आहे. श्री.

बि.स. आर. पी. वि.ड.स.

दि. २०/१/२००९ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस

सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार

यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही

मर्यात झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही.

सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस

मी पात्र राहीन याची मला जाणीव आहे.

दिनांक : ३१/१/२००९

x Robert

कुलमुखत्यारपत्रधारकाचे नाव
व सही



बदर-२
८३९३/१६
२००९

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AAMPJ5397H



नाम / NAME
GANESHMAL JAWERCHAND JAIN

पिता का नाम / FATHER'S NAME
JAWERCHAND JARUKRMALJI JAIN

जन्म तिथि / DATE OF BIRTH
11-12-1953

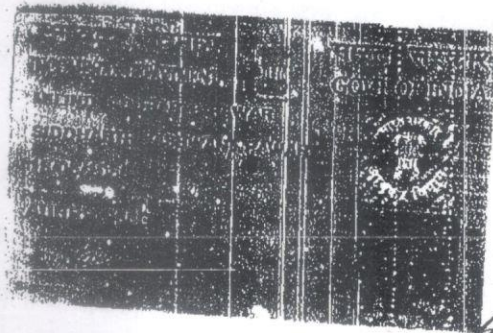
हस्ताक्षर / SIGNATURE

आयकर अधिकारी (कंप्यूटर सेक्शन)
Commissioner of Income-tax (Computer Operations)



चदर-२
६३९३
२००९

Witness

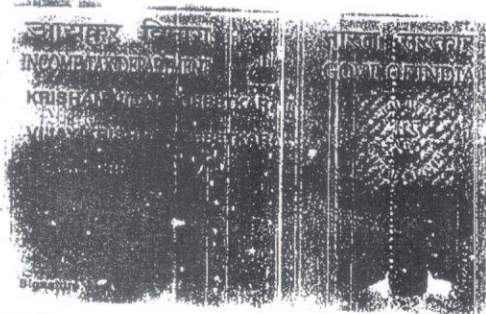


Add

9/1666, Govern
Colony, Bandra
EM-51



Witness



Add

266/8. Govern.
Colony, Bandra
EM-51



बदा-२	
E393	4C
२००९	



दि. 02/7/2009
 मुख्य निबंधक
 बरीवली नं (मालाड)

दस्त गोषवारा भाग-1

बदर 2
 दस्त क्र 6313/2009

दस्त क्रमांक : 6313/2009
 दस्ताचा प्रकार : फारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: गोविंद जवहरचंद जेठ पत्ता: घर/फ्लॉट नं: वी 14, श्रीवत्त अपार्ट, किशन रोड, माळाड व मु 04 मालकाचे नाव: ईमारतीचे नाव: ईमारत नं: प्लॉट/फ्लॉट नं: शहर/जिल्हा: तालुका: पिन: पिन क्रमांक:	लिहून घेणार वय 50 सही		
2	नाव: शोभा विठ्ठल जेठ पत्ता: घर/फ्लॉट नं: वरीलप्रमाणे मालकीपत्राचा: ईमारतीचे नाव: ईमारत नं: प्लॉट/फ्लॉट नं: शहर/जिल्हा: तालुका: पिन: पिन क्रमांक: फॉर्म 60	लिहून घेणार वय 31 सही		
3	गोधा रोड आर पी बिल्डर्स चे सागीदार परमजीतसिंह सी पानसरा नॉक मुळख्यार दर्शन भूसा पत्ता: घर/फ्लॉट नं: 2, भोपालनिवास्त, 1 ला मजला, माळाड व मालकीपत्राचा: ईमारतीचे नाव: प्लॉट नं:	लिहून घेणार वय 24 सही		



बदर-2
 E393 | Me
 2009



दस्त गोषवारा भाग - 2

बदर

दस्त क्रमांक (6313/2009)

दस्त क्र. (बदर-2-6313-2009) चा गोषवारा
बाजार मुल्या : 2572185 मोबदला 3200000 भरलेले मुद्रांक शुल्क : 160050

दस्ता क्र. 6313 दिनांक: 31/07/2009

प्राप्त केले जाईल
जिल्हा न्यायालय न्यायालय जैन

दस्ता हजर केल्याचा दिनांक : 31/07/2009 11:13 AM

दस्ता हजर करणा-याची सही :

30000 - नोंदणी फी
1240 - नकल (अ. 11(1)), पूर्वांकनाची
नकल (अ. 11(2)),
रुजनात (अ. 12) व छायाचित्रण (अ. 13)
एकत्रित फी

31240 एकूण

दस्ताचा प्रकार : 25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 31/07/2009 11:14 AM
शिक्का क्र. 2 ची वेळ : (फी) 31/07/2009 11:18 AM
शिक्का क्र. 3 ची वेळ : (कबुली) 31/07/2009 11:19 AM
शिक्का क्र. 4 ची वेळ : (जोडव) 31/07/2009 11:19 AM

दस्ता वाद केल्याचा दिनांक : 31/07/2009 11:19 AM

बदर-2 नुसत जेव्हा फी, पोरीबली-1 (मालाड)
मुंबई उपनगर जिल्हा.

सोळाव्या :
खात्रीला इयम असे निवदीत करतात की, जे इतरपेज करत देणा यांना व्यक्तीस अडवत
व त्यांची प्रोडर पटविताना
1) मिर्ताप हवार - - घर/प्लॉट नं: मुक-नॉट कॉलनी, भाडा

मळगा/रस्ता:
इतरपेजीचे नाव:
ईनात नं:
पत्र/वसताहता:
शहर/गावा:
जिल्हा:
कामा बंद/वेळकर- - घर/प्लॉट नं: वरीलप्रमाणे
मळगा/रस्ता:
इतरपेजीचे नाव:
नाम नं:
मळगा/रस्ता:
पत्र/वसताहता:
शहर/गावा:
जिल्हा:



बदर-2
6313 / 40
2009



प्रमाणित करचेत येते की, या
दस्तामध्ये एकूण ...E.O... पाने आहेत.

मुंबई उपनगर जिल्हा, पोरीबली-1,
मुंबई उपनगर जिल्हा.

बदर-2 नुसत जेव्हा फी, पोरीबली-1,
मुंबई उपनगर जिल्हा.



बदर-2 / 6313 / 2009
पुस्तक क्रमांक 1, क्रमांक वर
मंडळा.
दिनांक 31/07/09

बदर-2 नुसत जेव्हा फी, पोरीबली-1,
मुंबई उपनगर जिल्हा.

1



वरी प्रव

सुखमल्लिका
ज.द. दुय्यम निबंधक, वारीबली
मुंबई उपनगर जिल्हा.

दा/श्रीमती सागर खापर
बांसा खाणे वा. १७/११०
च्या भवनातून २२/०१/१०
दिनांक १०/१०/१०

सुखमल्लिका
ज.द. दुय्यम निबंधक, वारीबली क. १