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(वि. वि. नमुना क्र) (Fin R. Form No. 1)

M. M. R. D. A.
MUMBAI

सर्वसा १३३ म ३
Gen 113 m.e

CASE NO. :
COUNTER CODE ,
मूल प्रत
ORIGINAL COPY

DATE: 24/01/2002 RECEIPT NO. :

(अहरस्तातरणीय)
(NOT TRANSFERABLE)

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place
MUMBAI

DELIVERED

दिनांक/Date
24/01/2002

Received from
यांच्याकडून/ MR. RAJESH KUMAR P. AGRAWAL

₹/Rs. 26810.00 रुपये/ Rupees
Twenty Six Thousand Eight Hundred Ten Only

वदर-९
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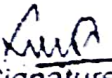
On account of 102-(11)

DELIVERED

याकरिता मिळाले

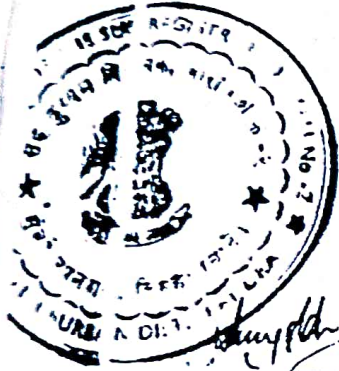
mode of Payment : PD NO: 87523 400105004
JANAKALYAN SAHAKARI BANK LTD. (JKS) JVPD SCHEME (JVP)
ADJUSTED ON : 24/01/2002

रोखपाल व लेखपाल
Cashier or Accountant


(सही/Signature)
Superintendent of
Mu

DELIVERED

बदर-५:
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Handwritten signature

THIS AGREEMENT is made at Bombay this 25TH day
JANUARY 2002, BETWEEN M/S. OBEROI ASSOCIATES,
partnership firm registered under the provisions of Indian Partnership Act, 1932,
having its office at Oberoi Trade Centre, Plot No. 69, Off New Link Road,
Andheri (West), Bombay 400 053 hereinafter referred to as "The Promoters"
(which expression shall unless it be repugnant to the context or meaning thereof
be deemed to mean and include the partners or partner of the said firm,
their/his/her heirs, executors and administrators) of the One Part, AND
MR./MRS./M/S. DULARIDEVI PARMANAND AGARWAL
having address at JAIHIND BLDG. NO. 2, BLOCK NO. 3 5TH FLOOR
BHULESHWAR, MUMBAI-400002. hereinafter referred to as the
Purchaser/s" (which expression shall unless it be repugnant to the context or
meaning thereof be deemed to mean and include his/her/their heirs, executors,
administrators and assigns) of the Other Part.

Handwritten signature

GENERAL STAMP OFFICE
EXTENDED SALES COUNTER
MUMBAI BLDG. BANDRA (E)
MUMBAI - 400 051
MAG 6358/70

Stamp: **RS 0026810**
Date: **24.1.2002**
Text: **MAHARASHTRA**

112471

BY SUPERINT D T OF S

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बदर-५		
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WHEREAS

(i) M/s. Byaramjee Jeejeebhoy Pvt. Ltd. (BJPL) and/or Nanabhai Jeejeebhoy Pvt. Ltd. (NJPL) claiming to be the owners of land (including the portion which is the subject matter of this Agreement situate at Village Poisar, Kandivli (E), Bombay, admeasuring approximately 370 Acres, have by mesne agreements and arrangements agreed to sell the same to Bombay Real Estate & Development Co. Pvt. Ltd. (BREDCO);

(ii) M/s. Thakur Brothers Agricultural Farms (hereinafter referred to as "the Owners") claim to be in adverse possession in respect of 180 acres of land, out of the lands referred in para (i) above;

(iii) Consequent to certain proceedings and compromise thereof and by virtue of the Memorandum of Understanding dated 6th October, 1986, and Supplemental Memorandum of Understanding dated 21st January, 1992, between NJPL and BREDCO on the one hand and the Owners on the other hand, it is agreed that in respect of lands admeasuring 180 acres approximately, the Owners shall be entitled to free of cost use of permissible F.S.I. to the extent of 40% thereof;

(iv) By an Agreement dated 30th November, 1992 (hereinafter referred to as "the Principal Agreement"), the Owners agreed to grant and sell to the Promoters, in respect of the FSI (which includes balcony and staircase FSI) to the extent of 200000 sq.ft. out of the 40% of the total FSI available to them in respect of the lands admeasuring 180 acres (approximately) which pieces of land have therein been described as bearing Survey Nos.27, 31 and 54 and C.T.S. Nos.793, 818 and 836 in the schedule thereunder written and for the purpose of identification of the location of the site where the said 2,00,000 Sq. ft. FSI is to be constructed, a map is annexed to the Principal Agreement indicating in red boundary line, the lands whereon the said 2,00,000 sq. ft. FSI is to be located to and to be developed by the Promoters on the terms and conditions therein mentioned;

Signature

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Advocates

(xiii) At the instructions of the Promoters M/s. Mahimtura & Co., Solicitors have investigated the title of the Promoters in respect of the said property. The said Advocates & Solicitors, by their title certificate dated 29th July, 1996 opined that the title of the Owners to the said property is marketable and the Promoters is entitled to develop the-said property and construct the buildings thereon and sell and dispose of the flats constructed thereon. The copy of the said title certificate is also annexed hereto marked Annexure "C";

(xiv) The present layout, design and plans, got sanctioned may be required to be amended from time to time by the Promoters. The Purchaser is entering into the present arrangement knowing fully well that the scheme of development proposed to be carried out by the Promoters on the said property is very large, therefore, the Promoters may require to amend, from time to time, the building plans and design and the Purchaser confirms that it has no objection to the Promoters making such amendments and only on the Purchaser's such confirmation, this Agreement is being entered into.

(xv) The Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser of all documents of title relating to the said property including the plans, designs and specifications prepared by the Promoters' Architects, the Certificate of Title, revenue records and such other documents as specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said M.O.F. Act") and the rules made thereunder.

(xvi) Under Section 4 of the said M.O.F Act, the Promoters are required to execute a written agreement for sale of the said premises to the Purchaser being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908.

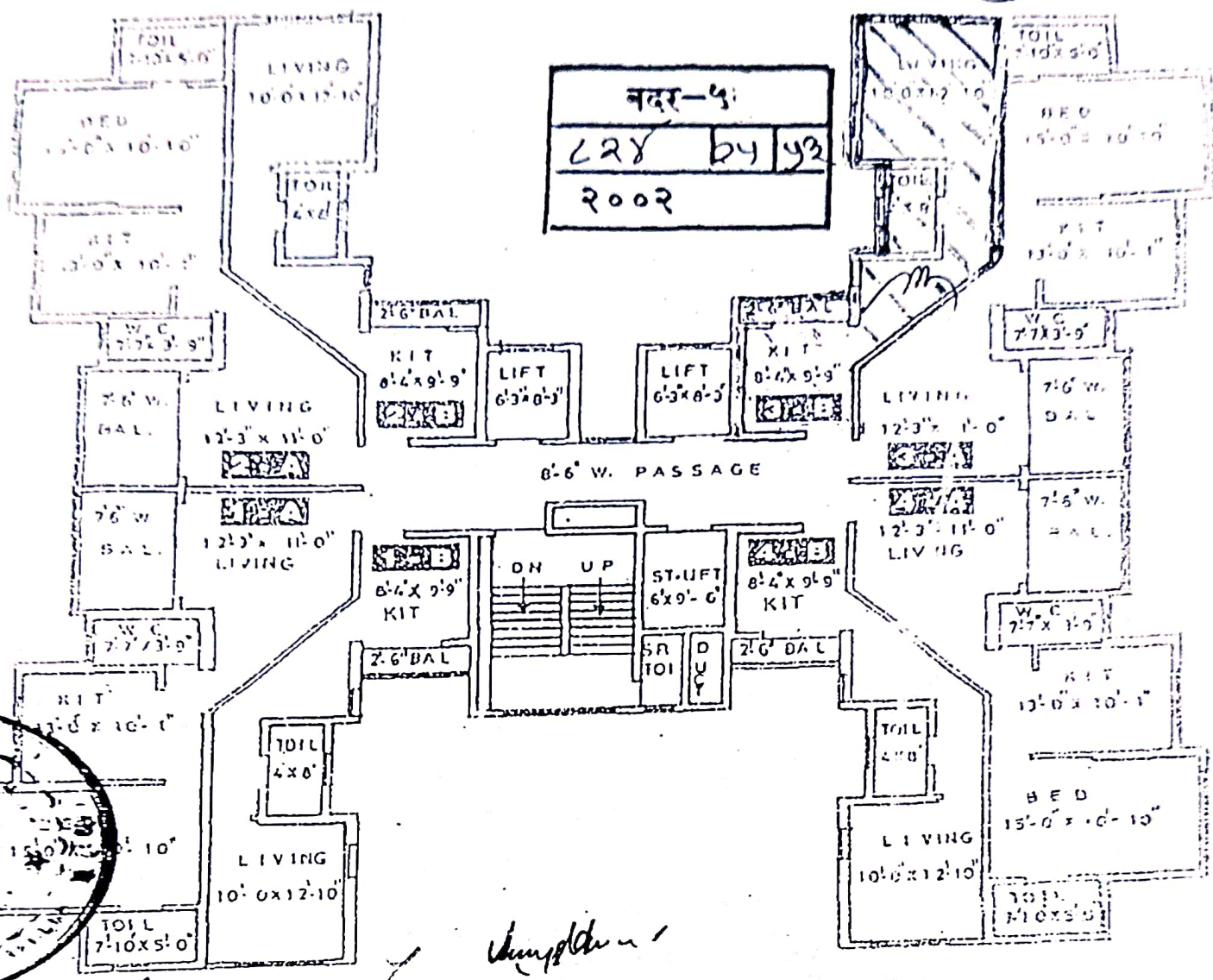
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Purchasers agree to acquire from the Promoters and the Promoters agree to allot to the Purchasers premises being Flat No. 603-B on the G. 7/1 floor, admeasuring 600 sq. ft.. (super built-up), and one car parking space No. — on — podium level/under stilts in the said building known as

Signature



187



TYPICAL FLOOR PLAN

OBEROI GARDENS - I / **OB** / III

FLAT NO. **603-B**

Proposed building on plot bearing Survey No. 27 (part), C.T.S. No. 793 (part) and Survey No. 31 (part) C.T.S. No. 818 (part) situated at Village Poisar, Taluka Borivali, Mumbai.



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

Office of the
Ex. Eng. Bldg. Prop. (W/S) P & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.,
Kandivalli (West), Mumbai-400 067.

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7 MAR 1995

MUNICIPAL CORPORATION OF GREATER BOMBAY
FORM "A"

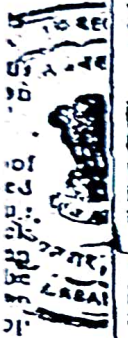
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966
NO. CHE/ 9330 /BP (WS) P & R - 7 MAR 1995

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1961) to Shri K.E. Vaid of Bldg. C.A. to "Hannuhoj Pvt. Ltd. Bldg. No. 1. APPLICANT, to the development work at premises at Street No. 54(pt), CTS No. 793(pt), 818(pt), 814(pt) & 825(pt) of village Poisar, situated at Kallipada I Layout, Kandivalli (W.)

on the following conditions viz.:

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay 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 permission is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 45 of the Maharashtra Regional and Town Planning Act, 1966. The Municipal Commissioner has appointed Shri H.S. KHAN, Executive Engineer to exercise his powers and functions of the Planning Authority under sec. 45 of the said Act.
2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
3. This commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
4. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.
5. This C.C. is valid upto 31.03.2002



CERTIFIED TRUE COPY
G. D. Bambhare
G. D. BAMBHARE
ARCHITECT

For and on behalf of Local Authority
The Municipal Corporation of Greater Bombay
Executive Engineer Building Proposal (WS) P & R
FOR
MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

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The land vacated in consequence of the enforcement of the setback land line/road widening line shall form part of the public street.

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.

This permission does not entitle you to develop land which does not vest in you.

[Signature]
7/3/95
Executive Engineer Bldg. Proposals
(Western Suburbs) 'A'.

1/6/3.

2) This C.C. is extended for stilt + 14 floors only of wing 'B', & 'C' as per approved plans, above podium

30 NOV 1995

[Signature]
A.E.B.P. (R/N)



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(U)

The land vacated in consequence of the enforcement of the setback line/road widening line shall form part of the public street.

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.

This permission does not entitle you to develop land which does not vest in you.

[Signature]

Executive Engineer Bldg. Proposals
(Western Suburbs) 'R'.

2) This c.c. is extended for stilt + 14 floors only of wing 'B', as per approved plans, above podium.

30 NOV 1995

[Signature]
A. E. B. R. (11/11/95)

This c.c. is now extended for work of wing 1 & 2 & wing C - stilt + 19 flrs only

[Signature]
7/23/97

- 1 OCT 1997.

1) This c.c. is extended for work of wing A, stilt + Twenty seven upper floors as per approved Plans of 07-08-98.

29 SEP 1998

[Signature]
A. E. B. R. (11/11/98)

Office of the
Lic. Eng. Bldg. Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.
Kandivali (West), Mumbai-400 067.

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MUMBAI

MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. CHE/9330/BP(W/S)AR

19 APR 2001

To,
Shri. K.E. Vaid,
C.A. to Owner.

Sub : Permission to occupy the completed bldg.No.1
on plot bearing C.T.S.Nos.792/5,792/10 to 14
of Village Poisar,situated at Kandivali (East).

Sir,

Ref : Your Arch's letter dated 20.2.2001

The development work of building No.1 comprising of Wings 'A', 'B', and 'C' Stilt + 2 level podium + 27 upper floors on plot bearing C.T.S.No.792/5, 792/10 to 14 of Village Poisar, situated at Kandivali (East) completed under the supervision of Shri M.G. Sambhare, Licenced Architect having Lic. No. CA/76/3098, Shri Pravin Gala, Licenced Structural Engineer, having Licence No. STR/11 and Shri A.V. Jhanjee, Lic. Site Supervisor, having Licence No.J-3-SS-I, may be occupied on the following conditions.

1. That the certificates U/s 270A of B.M.C.Act shall be obtained from A.S.W.R/South and a certified copy of the same shall be submitted to this office.
2. That all the terms and conditions of the approved layout/sub-division/amalgamation shall be complied with.
3. That the laying of the water main as per the undertaking submitted in H.E.'s Deptt. shall be complied with.
4. That 4/5 trees shall be maintained as per N.O.C. from S.G. planted on site hereof.
5. That the T.D.R. certificate duly deducted shall be submitted before B.C.C.
6. That the Co-Op.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 plan duly signed is returned herewith in token of approval.

CERTIFIED TRUE COPY
Signature
FOR G. D SAMBHARE & CO.
ARCHITECTS

Yours faithfully,

Signature 19/4/01
Ex. Engineer, Bldg. Proposal
(Western Suburbs) R

