



Tuesday, December 26, 2006

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पावती

पावती क्र. : 13066

दिनांक 26/12/2006

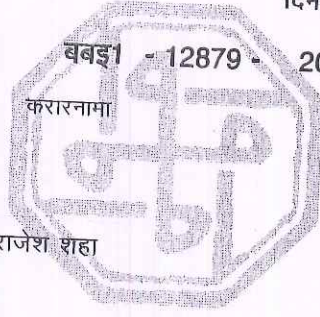
गावाचे नाव माहिम

दस्तऐवजाचा अनुक्रमांक

वबई - 12879 - 2006

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: बिना राजेश शहा

नोंदणी फी

:- 30000.00

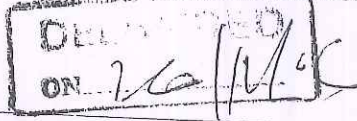
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (59)

:- 1180.00

एकूण रु. 31180.00

आपणास हा दस्त अंदाजे 10:43AM ह्या वेळेस मिळेल



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दुय्यम निबंधक

मुंबई शहर 1 (फोर्ट)

बाजार मुल्य: 19862570 रु. मोबदला: 17500000 रु.

भरलेले मुद्रांक शुल्क: 975850 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ बरोडा ;

डीडी/घनाकर्ष क्रमांक: 391034; रक्कम: 30000 रु.; दिनांक: 13/12/2006

Beena R Shah

30/12/06

Receives original
Happy Path

Customer's Copy	
CITIZENCREDIT CO-OPERATIVE BANK LTD. Lic # D-5/STP(V)/C.R. 1009/04/2005/1310-13	
Br. Dadar	Date 18/12/06
Pay to : Acct Stamp Duty Mumbai	
Franking Value.	Rs. 9785
Service Chgs	Rs. 2
TOTAL	Rs. 9787
Name of the stamp duty paying party M/S. WEST AVENUE REALTORS PVT LTD B. Shetty, 97, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	
DD / Cheque No. 1191055	
Drawn on Bank 18 DEC 2006	
II SIFT TRANS (for Banks Use Only)	
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Franking Sr. No.	15016
Cashier	Officer

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2006

THIS AGREEMENT made at Mumbai this 21st day of December in the Christian Year Two Thousand and Six

BETWEEN

M/S. WEST AVENUE REALTORS PVT LTD a company incorporated under the provisions of Indian Companies Act, 1956 having its registered office at 9, Datrutwa, MMGS Marg, Dadar (East), Mumbai 400 014, 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 its successors and assigns) of the One Part;

AND



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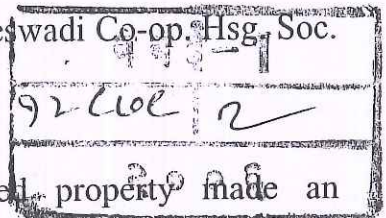
CITIZENCREDIT CO-OP. BANK LTD.
Dr. Antonio D'Silva School
Annexe, S.K. Bole Road, Dadar (W)
Mumbai-400 028.
D-5/STP(V)/C.R. 1009/04/2005/1310-13

Ms 9758501
Rupesh Nirav Desai
Five Thousand Eight Hundred Fifty only
Miss Bandi R. Shakti

MRS. BEENA R. SHAH AND MR. RAJESH R. SHAH of Mumbai Indian Inhabitant, residing at 601, Satya Sadan, 295, Bhimani Street, Matunga (E), Mumbai :- 400 019, hereinafter called the “**FLAT PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrator) of the Other Part;

WHEREAS:

- (a) The Municipal Corporation of Greater Mumbai (M.C.G.M) is well and sufficiently seized and possessed of the property known as “Staney Fernandes Wadi” bearing Final Plot No.746, TPS IV of Mahim Division bearing C.S. No.115 situated at D.S. Babrekar Marg, Dadar (West), Mumbai – 400 028 which property is more particularly described in the **SCHEDULE** hereunder written (for the sake of brevity hereinafter referred to as “the said property”).
- (b) On the said property there existed structures which were being used and occupied by the occupants who are the tenants of M.C.G.M. who formed themselves into a society i.e to say Staney Fernandes wadi Co-op. Hsg. Soc. Ltd.
- (c) The Tenants/Occupants occupying the captioned property made an application to Municipal Corporation of Greater Mumbai for the permission for redevelopment of the said property under Regulation 33 (7) of Development Control Regulation Act, 1991.
- (d) The Municipal Corporation of Greater Mumbai issued a Letter of Intent dated 4th November 2004 in favour of the Chief Promoter of Staney Fernandes Wadi Co-operative Housing Society Limited (Proposed) (since



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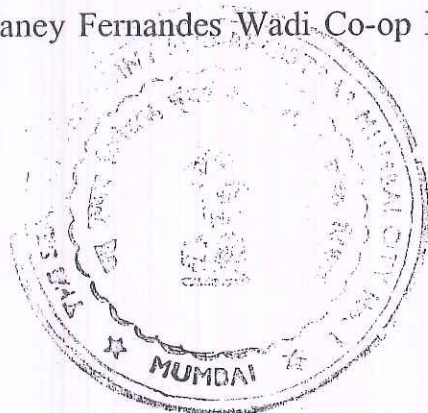
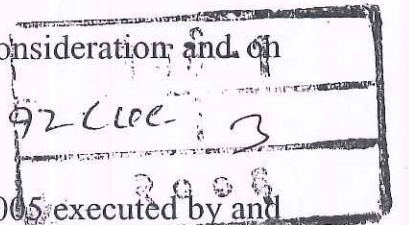
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registered) granting the permission to redevelop the said property on the terms and conditions set out therein. A photocopy of the letter of Intent dated 4th November 2004 is annexed hereto and marked ANNEXURE "A"

- (e) Upon the society being formed and registered as Staney Fernandes Wadi Co-operative Housing Society Limited under the provisions of Maharashtra Co-operative Society Act 1960, bearing Registration no. MUM/WGN/HSG/TC-8479 of 2004-2005 a Tripartite Agreement dated 26th April 2005 has been entered into by and between Dr. Satish Bhide Jt. Municipal Commissioner/Dy. Municipal Commissioner (Improvement) for the Municipal Corporation of Greater Mumbai of the First Part; Staney Fernandes Wadi Co-operative Housing Society Ltd. therein called "the Society" of the Second part, and the Promoter herein therein referred to as the Developer of the Third part, where Staney Fernandes Wadi Co-operative Housing Society Ltd. with the consent and confirmation of the Municipal Corporation of Greater Mumbai has granted the development rights to the Promoter herein to develop the said property more particularly described in the Schedule hereunder written for the consideration and on the terms and conditions set out therein.

- (f) By a further Development Agreement dated 9th April, 2005, executed by and between Staney Fernandes Wadi Co-operative Housing Society Ltd. therein referred to as the Society and the Promoters herein, therein referred to as the Developer, the Society has confirmed the appointment of the Promoters herein as the Developer and recording the terms and conditions mutually agreed upon by and between Staney Fernandes Wadi Co-op Hsg. Society Ltd. and the promoter herein.

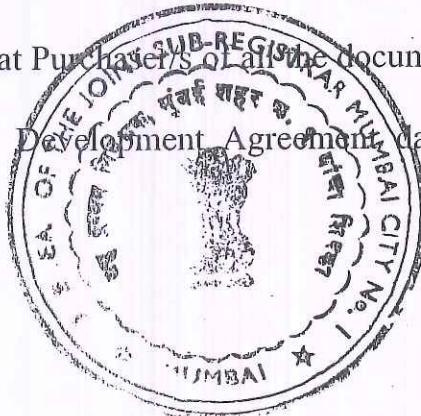
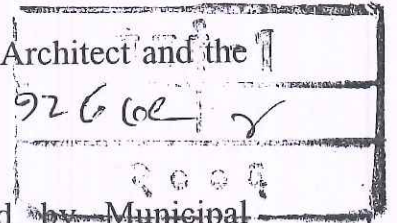


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- (g) The Promoters have provided temporary transit accommodation to all the members of Staney Fernandes Co-operative Housing Society Ltd. and have commenced the redevelopment of the said property more particularly described in the First Schedule hereunder written. The Promoter has also entered into an Agreement with the several tenants who were occupying the premises on the said property more particularly described in the Schedule hereunder written for providing them with Permanent alternate accommodation free of costs on ownership basis and on the terms and conditions set out therein.
- (h) The Promoter have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- (i) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the Buildings and the Promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the building.
- (j) The necessary building plans have been sanctioned by Municipal Corporation of Greater Bombay vide their I.O.D. bearing No. EB/883/GN/A dated 19.08.2005 and Commencement Certificate dated 23.08.2005 in respect of the said property more particularly described in the Schedule hereunder written, a copy whereof is annexed hereto and marked ANNEXURE "B" & "C".
- (k) The Flat Purchaser demanded from the Promoters and the Promoters have given inspection to the Flat Purchaser/s of all the documents of title relating to the said property Development Agreement dated 9th April 2005,



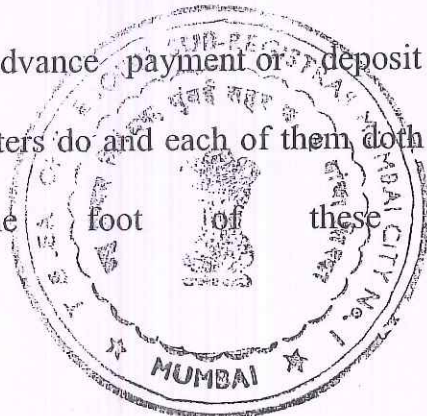
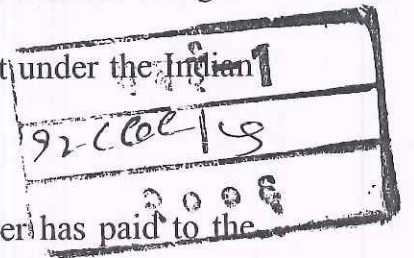
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Tripartite Agreement dated 26th April 2005 and the plans, designs and specifications prepared by the Promoters' Architects Vilas Avchat and Associates and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (For the sake of brevity hereinafter referred to as "the said Act") and the rules made thereunder.

- (l) A copy of certificate of Title issued by the Advocates & Solicitors of the Promoters, a copy of the property card showing the nature of the said property on which the flats are to be constructed and the copy of the plan of and Flat agreed to be purchased by the Flat Purchaser/s approved by the concerned local authority have been annexed hereto and marked ANNEXURES "D" to "F" respectively.
- (m) The Flat Purchaser/s applied to the Promoters for the allotment to the Flat Purchaser/s Flat No. 2301 on 23rd floor in building to be known as "VISION CREST" on the said property.
- (n) Under section 4 of the said Act the Promoters are required to execute a written Agreement for Sale of said the Flat to the Flat Purchaser/s being in fact these presents and also to register the said agreement under the Indian Registration Act, 1908.
- (o) Prior to the execution of these presents the Flat Purchaser/s has paid to the Promoters a sum of Rs. 88,00,000/- (Rupees Eighty Eight Lac Only) being part payment of the sale price of the Flat agreed to be sold by the Promoters to the Flat Purchaser/s as advance payment or deposit (the payment and receipt whereof the Promoters do and each of them do hereby admit and acknowledge) at the foot of these presents and



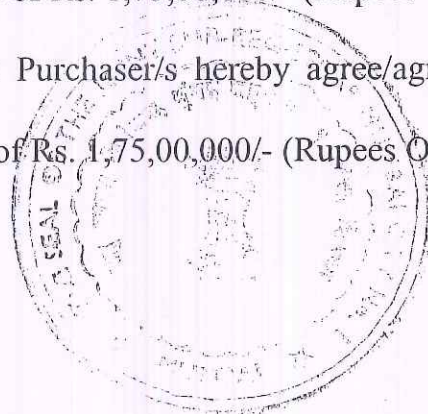
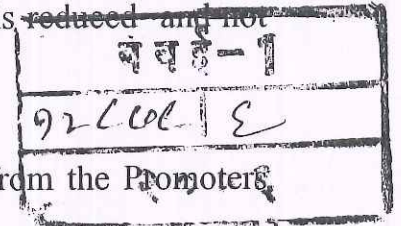
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the Flat Purchaser/s has agreed to pay to the Promoters balance of the sale price in the manner hereinafter appearing.

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

1. The Promoters shall construct the building to be known as **VISION CREST** consisting of stilts and thirty three or more upper floors on the said property more particularly described in the Schedule hereunder written in accordance with the plans designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser/s with such variations, amendments and modifications as the Promoters may consider necessary in their sole discretion or as may be required by the concerned Local Authority, Government to be made in them or any of them. PROVIDED that the Promoters shall obtain prior consent in writing of the Flat Purchaser/s in respect of such variations, amendments or modifications whereby area of the Flat is ~~reduced and not~~ otherwise.

2. The Flat Purchaser/s hereby agree/agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser/s Flat No. 2301 admeasuring 2100 sq.feet of carpet area shown in red colour boundary line on the plan annexed hereto and marked as "Annexure F" on 23rd floor to be known as "**VISION CREST**" (for the sake of brevity hereinafter referred to as the Flat) for the price of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lac Only) The Flat Purchaser/s hereby agree/agrees to pay to the Promoters purchase price of Rs. 1,75,00,000/- (Rupees One Crore Seventy



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Five Lac Only) in the manner set out in the Schedule annexed hereto and marked as "Annexure G" (Time of Payment for each of the installment is essence of the Contract). The Flat Purchaser/s hereby also agree/agrees and confirm the allotment by the Promoter of car parking space No.3 on the Ground floor and car parking space No. 23 and 24 on 2nd floor podium in the said building to be known as "Vision Crest" floor plan of which is annexed hereto and marked as Annexure "H".

3. It is agreed by and between the parties hereto that Service Tax payable under Service Tax Act, 1994 and/or any amendment/s and/or repealment and/or any other taxes which may be imposed hereafter by whatever name and/or under any existing and/or future statute the same shall be the sole and exclusive liability of the Purchaser/s to the exclusion of the Promoters herein. It is agreed by and between the parties hereto that the Flat Purchaser/s shall simultaneously with the payment of every installment also issue a Banker's Cheque in favour of the Promoters towards the Service Tax at the prevalent rate at the relevant time and the Promoters shall make arrangement of payment thereof in accordance to the law. In the event of Higher Service Tax and/or any other tax and/or taxes which may be imposed hereafter by whatever name and/or under any existing and/or future statute being attracted and/or payable the same shall ~~also be borne~~ ^{be borne} and paid by the Flat Purchaser/s without recourse to the Promoters herein.

It is clarified that separate cheque given for the payment of service Tax is not and do not part of the consideration for the payment to be effected by Promoter on behalf of Flat Purchaser/s towards the liability of the Flat Purchaser/s to pay the service Tax under the law.

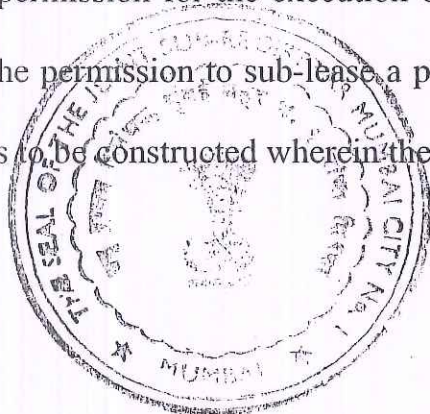
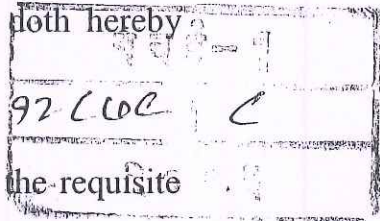
which may be
27.6.2014
existing and/or
2008



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4. The Promoters and Flat Purchaser/s do and each of them hereby agree to observe, perform and comply with all the terms, conditions, stipulations, and restrictions if any, which may have been and hereafter be imposed by the concerned Local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the Flat.
5. The Promoters hereby declare that the Floor Space Index (FSI) available on the said property is (Approx.) 4563.99 square meters only and that no part of the said F.S.I has been utilized by the Promoters elsewhere for any purpose whatsoever. The residual F.A.R. (F.S.I.) of the said property as sanctioned at present and/or additional F.S.I which may be sanctioned hereinafter not consumed under Development Control Regulation Act 1991 and/or any amendments and/or repealment thereof will be available to the Promoters till full utilization thereof and the Flat Purchaser doth hereby accord his/her/their irrevocable consent for the same.
6. It is agreed by and between the parties hereto that subject to the requisite consent/no objection being granted by Municipal Corporation of Greater Mumbai for granting two separate lease one for Staney Fernandes Co-operative Housing Society Ltd., and another for free sale area for such a period and on payment of premium and reserved rents, the Promoter may in its sole discretion exercise its option for the grant of such two leases. In the event of MCGM not granting the permission for the execution of two separate lease but subject to granting the permission to sub-lease a portion of the property whereon free sale area is to be constructed wherein the Flat



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of the Flat Purchaser will locate the Promoter shall cause the sub-lease to be executed in favour of the Society of the flat purchasers of free sale building. In either of the above mentioned events taking place the Stamp Duty registration charges payable on such Lease or Sub-Lease (as the case may be) shall be borne and paid by the Flat Purchaser herein along with other flat purchasers without any reference or recourse to the Promoters herein. In the event of M.C.G.M. not granting permission either for two Leases or Sub-Lease then in that event the Flat Purchaser shall become a member of Staney Fernandes Wadi Co.op. Hsg. Society ltd.

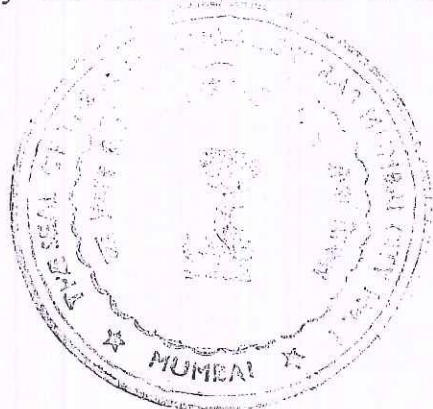
7. The Promoters declare that the said property is owned by M.C.G.M. as is certified by the Advocates for the said Promoters and subject to what is provided therein the title to the said property is free from encumbrances, including any right, title interest or claim of any party. The Flat Purchaser/s has/have, prior to execution of this Agreement satisfied himself/herself/themselves about the title of the said property to the said property described in the Schedule hereunder written and the Flat Purchaser/s shall not be entitled to further investigate the title of the said property and no requisitions or objections shall be raised on any matter relating thereto.

8. The Flat Purchaser/s agree/agrees to pay to the Promoters interest at 18 per cent per annum on all the amounts which become due and payable by the Flat Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Flat Purchaser/s to the Promoters.

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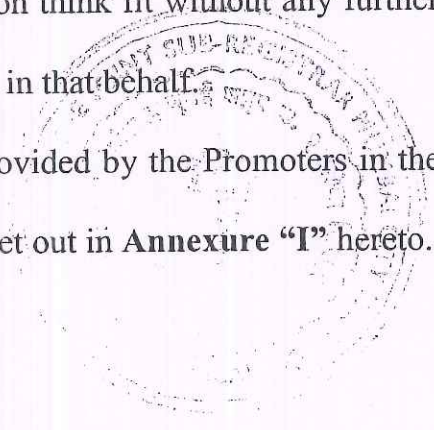
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9. On the Flat Purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Flat Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement; PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Flat Purchaser 15 (fifteen) days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement and default shall have been made by the Flat Purchaser/s in remedying such breach or breaches within a period of 15 (fifteen) days of issuance of such notice PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Flat Purchaser/s the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser/s to the Promoters save and except earnest or deposit paid on or before execution of these presents and the Promoters shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose off and sell the Flat to such person and at such price as the Promoters may in their absolute discretion think fit without any further reference or recourse to the Flat Purchaser/s in that behalf.
10. The fixtures, fittings and amenities to be provided by the Promoters in the said building and the Flat are those that are set out in Annexure "I" hereto.

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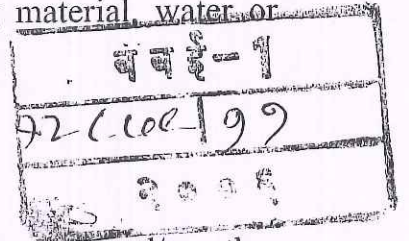
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11 The Promoters shall give possession of the Flat to the Flat Purchaser/s on or before 30th day of June 2008. If the Promoters fails or neglects to give possession of the Flat to the Flat Purchaser/s on account of reasons beyond his control and/or of his agents as per the provisions of section 8 of Maharashtra Ownership Flat Act 1963, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoters shall be liable on demand to refund to the Flat Purchaser/s the amounts already received by him in receipt of the Flat with simple interest at 9 (Nine) per cent, per annum from the date the Promoters received the sum till the date the amounts and interest thereon is repaid; PROVIDED that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoters to the Flat Purchaser/s the Flat shall be subject to prior charge.

PROVIDED that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date if the completion of building in which the Flat is to be situated is delayed on account of -

- (i) non-availability of steel, cement, other building material, water or electricity supply ;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority.
- (iv) For any reasons beyond the Control of the Promoters

12. The Flat Purchaser/s shall take possession of the Flat within 7 days of the Promoters giving a notice in writing to the Flat Purchaser/s intimating that

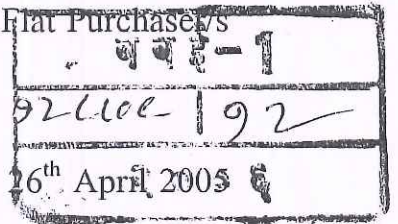


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the said Flat is ready for use and occupation, and on and after expiry of 7 days shall be liable to pay proportionate outgoings in respect of the said Flat irrespective of the Flat Purchaser/s having taken possession of the said Flat or not. PROVIDED THAT if within a period of 3 (three) years from the date of handing over the Flat, the Flat Purchaser/s brings to the Promoters any structural defect in the Flat or the building in which the Flat is situated or the material used therein by the Promoters of the said building, then, wherever possible be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Flat Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for rectifying such defect. **PROVIDED HOWEVER** The Promoters shall not be responsible and/or liable to undertake any such work in the event of the Flat Purchaser herein and/or any Flat Purchaser and/or anybody claiming by through or in trust either of them having used the Flat and/or any part of the building in a negligent manner and/or misused the same and guilty of committing waste of the said property and/or building constructed therein.

13. The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used for purpose of residence only. He/she/they shall use the parking space only for purpose for keeping or parking the Flat Purchaser/s own vehicle and for no other purposes.

14. Subject to what is provided in Tripartite Agreement dated 16th April 2005 and the Development Agreement dated 9th April, 2005 recited hereinabove, the Flat Purchaser/s is/are aware and the Flat Purchaser/s expressly



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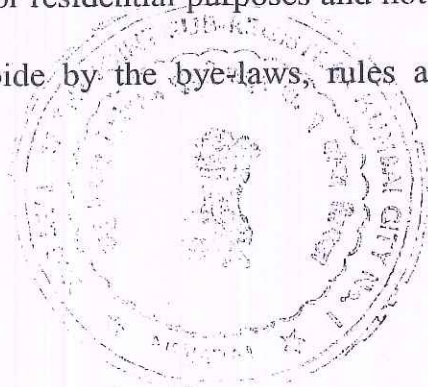
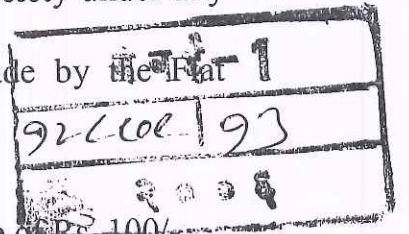
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agree/agrees that the parking spaces under the Podium and the stilts belong to and be at the complete disposal of the Promoters who shall be entitled to allot the same. Only such of the Flat Purchaser/s of premises in the said Building who have been allotted a parking space in the said Building shall be entitled to have exclusive use of such parking space so allotted to him/her/them and any other Flat Purchaser/s of premises in the said Building will not be entitled to have any use of the parking space. Flat purchase shall not use any other parking space other than allotted to him.

15. It is specifically agreed that the Flat Purchaser/s shall be entitled to be enrolled as member of the said society only in the event of the Flat Purchaser/s having paid the full consideration and all other amounts deposits etc. payable hereunder to the Promoters and having performed and observed terms and conditions of this Agreement and after the Flat Purchaser/s being put in possession of the Flat and not prior thereto. An application for being enrolled as member/s to the said society by, the Flat Purchaser/s for being enrolled as member/s of the said society shall be processed through Promoter only and the Flat Purchaser/s shall at no point of time be entitled to make such application to the said society under any circumstances whatsoever. Such application shall be made by the Flat Purchaser/s alongwith

- a. Application for membership with membership fee of Rs. 100/-
- b. Photocopy of this Agreement duly registered alongwith photocopy of stamp duty receipt and registration receipt.
- c. An undertaking to use the Flat for residential purposes and not to change user thereof, and to abide by the bye-laws, rules and regulations of the Owners.



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d. Rs. 250/- (Rupees Two Hundred Fifty only) towards purchase 5 (Five) shares of Rs. 50/- (Rupees Fifty only) each to be issued by the Owners and/or such other and further documents as may be necessary and required by the Owners from time to time.

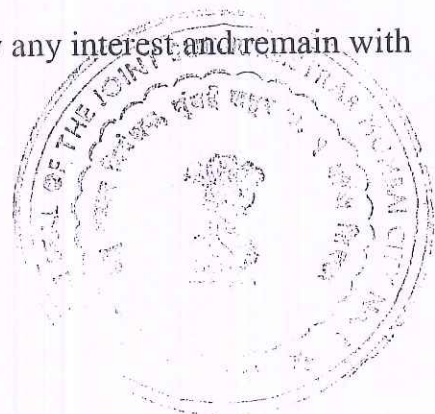
16. Commencing a week after notice in writing is given by the Promoters to the Flat Purchaser/s that the Flat is ready for use and occupation, the Flat Purchaser/s shall be liable to bear and pay the proportionate share i.e. in proportion to the floor area of the Flat of outgoings in respect of the said land and buildings namely all taxes payable unto State Law and/or Central Law now in force or which may come in force hereafter, local taxes, betterment charges, Development Charges, Services taxes or such levies by the concern local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property building/s to the Promoter till the said society of the said property starts raising the bills to all its members/s including the Flat Purchaser/s herein.

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Purchaser/s further agrees that till the Flat Purchaser/s determined the Flat Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs. 12000/- (Rupees Twelve Thousand only only)

per month towards the outgoings. The amounts so paid by the Flat Purchaser/s to the Promoters shall not carry any interest and remain with

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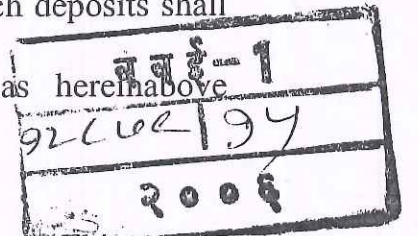
the Promoters until the Society of the said Flat Purchasers start raising the bills. The Flat Purchaser/s undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever

17. The Flat Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoters the following amounts :

- (i) Rs.25,000/- For legal charges.
- (ii) Rs.350/- For share money application and entrance fee of the society .
- (iii) Rs. 216000/- For proportionate share of taxes and other charges for 18 months.
- (iv) Rs.10,000/- towards deposit for electric meter and misc. expenditure in that behalf.

18. The deposits and moneys paid by the Purchaser/s to the Promoters as provided herein after deducting the costs, charges and expenses shall be transferred by the Promoters only to the co-operative Society or limited Company or association as hereinabove mentioned and such deposits shall bear no interest from the day they are transferred as hereinabove mentioned.

19. The Promoters shall utilise the sum of Rs.35,000/- (Rupees Thirty Five Thousand only) paid by the Flat Purchaser/s under clause 17(i) & (iv) above to the Promoters for the purposes for which they are paid to the Promoters without the Promoters being liable to render the account for the same either to Flat Purchaser/s and/or to the Society.



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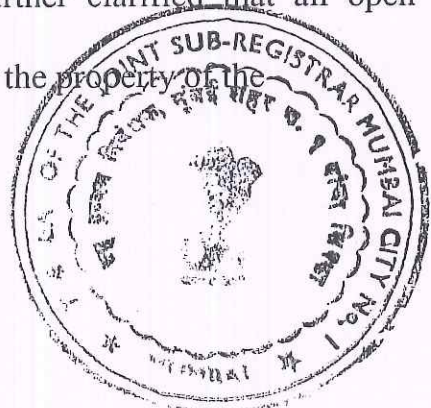
20. The Promoters shall have a first lien and charge on the Flat agreed to be acquired by the Flat Purchaser/s in respect of any unpaid amount payable by the Flat Purchaser/s to the Promoters herein. It is an essential and integral term and condition of this Agreement, and of the title to be created in respect of the said Flat under this Agreement in favour of the Flat Purchaser/s, that only if the full amount of the said purchase price, and all other amounts, charges, dues etc. payable hereunder, is paid by the Flat Purchaser/s to the Promoters (and not otherwise), will the Flat Purchaser/s have or be entitled to claim any rights against the Promoters under this Agreement and/or in respect of the said premises.

21. The Flat Purchaser/s for himself/herself/themselves with intention to bring all persons into the said Flat doth hereby covenant with the Promoters as follows:-

- (a) To maintain the Flat at Purchaser's own cost in good tenantable repair and habitable condition from the date on which the possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the Flat itself or any part thereof is situated. PROVIDED HOWEVER it is clarified that the Flat Purchaser/s shall have no claim or right to any part of the said building other than the said Flat agreed to be purchased by him/her/them. It is further clarified that all open spaces, lobbies, staircases, shall remain the property of the

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Promoters until the entire property is Leased assigned and/or transferred to the Co-operative Society to be formed as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoters as herein provided and that would be included in the final Deed in favour of the society.

(b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of building in which the Flat is situated or storing of good/s which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser/s he/she/they shall be liable for the consequences of the breach/s.

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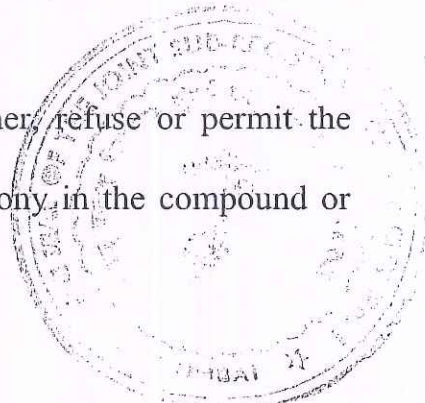
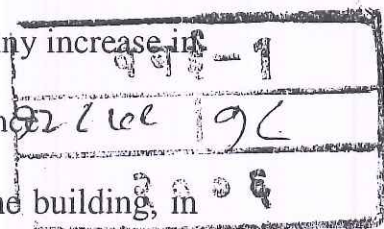
(c) To carry at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or to the Flat which may be against the rules, regulations, or bye-laws of the concerned local authority or other

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

- (d) Not to demolish or cause to be demolished the Flat or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep, the portion, sewers, drainage pipes in the Flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC, pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the Flat is situated or any part thereof whereby any increase in premium shall become payable in respect of the insurance.
- (f) The Flat Purchaser/s shall maintain the elevation of the building in the same form as the Promoters construct and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Developers.
- (g) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the Window/Balcony in the compound or



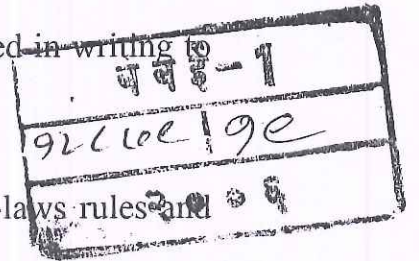
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any portion of the said land and the building in which the Flat is situated.

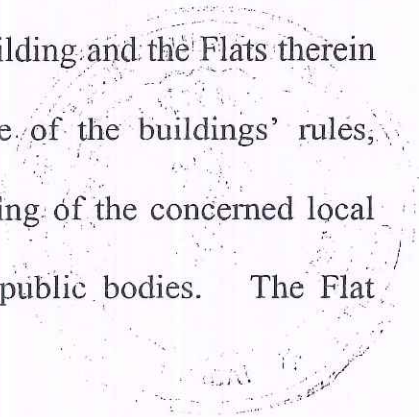
- (h) Pay to the Promoters within 7 (Seven) days from demand by the Promoters, his/her/their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- (i) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by Flat Purchaser/s viz user for any purposes other than for residential purpose.
- (j) The Flat Purchaser/s shall not let, sublet, transfer, assign or part with Flat Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s has intimated in writing to the Promoter.
- (k) The Flat Purchaser/s shall observe and perform Bye-laws rules and regulations of the said society with the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the buildings' rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat



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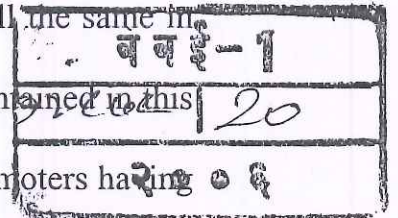
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Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Owners regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (1) Till the sale of the Flats and realization of sale proceeds thereof the Flat Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said property and buildings or any part thereof to view and examine the state and condition thereof.
22. The Promoters shall maintain a separate account in their Books of Accounts in respect of sums received by the Promoters from the Flat Purchaser/s as advance or deposit, sums received on account of the share capital to be paid to the said society or towards the outgoings, and shall utilise the amounts only for the purposes for which they have been received.
23. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters. Nothing contained in this Agreement is intended to be or shall be construed as the Promoters having created and/or agreed to create and/or grant, demise in law, any claim right title and interest in the said property more particularly described in the Schedule hereunder written and/or building/s being constructed thereon save and except right to seek specific performance of this Agreement if entitled to in law.



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24. The Flat Purchaser/s shall present this Agreement to the proper Registration Office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.

25. All notices to be served on the Flat Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the flat Purchaser/s, by registered Post A.D, under Certificate of Posting at his/her/their address specified below :

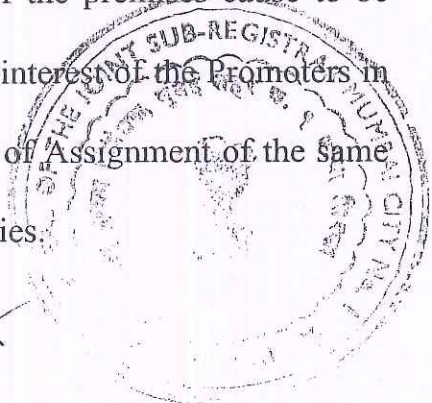
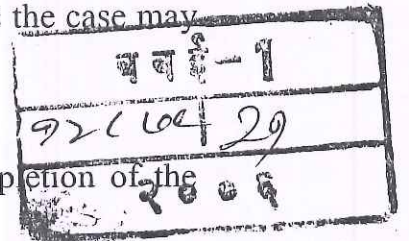
601, Satya Sadan, 3

295, Bhimani Street,

Matunga (E), Mumbai :- 400 019

26. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Flats in the said building, if any, shall belong exclusively to the respective Flat purchaser/s of the terrace Flat and such terrace space is intended for the exclusive use of the respective terrace Flat Purchaser/s. The said terrace shall not be enclosed by the Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoters or the Society as the case may be.

27. The Promoters shall within Thirty Six (36) months of completion of the project, sale of all constructed and un-constructed area, handing over the possession of all the Premises/s to the Purchaser/s as aforesaid and receipt of full consideration from all the Purchasers of the premises cause to be transferred to the Society all the right title and interest of the Promoters in the building/s by executing the necessary Deed of Assignment of the same to the extent as may be permitted by the authorities.



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28. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Flat Act., 1963 (Mah. Act No.XV of 1971) and the Rules made thereunder.
29. The stamp and registration charges and all costs, charges and expenses payable on this Agreement and/or any incidental document executed in pursuance hereto shall be borne and paid by the Flat Purchaser/s and the Promoters shall not be responsible and/or liable for the same in any manner howsoever.
30. The PAN of the parties hereto are as under
- | | |
|--|--------------|
| A) M/s. West Avenue Realtors Pvt. Ltd. | AAACW 3287 C |
| (VENDORS) | |
| B) Mrs. Beena R. Shah | AAKPS 2749 G |
| Mr. Rajesh R. Shah | AACPS 9428 A |

THE SCHEDULE ABOVE REFERRED TO :

(Description of the property)

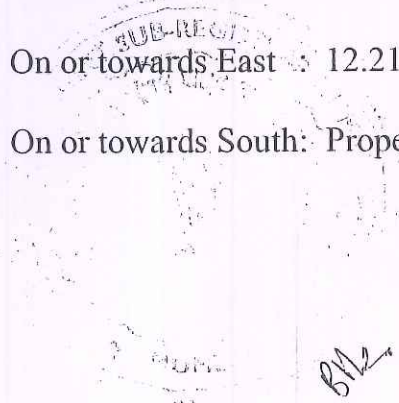
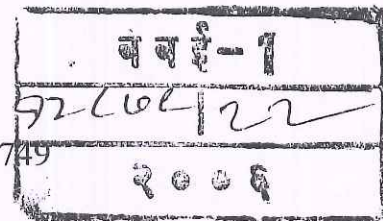
All that piece or parcel of land bearing final plot No. 746 TPS IV of Mahim lying and being at Babrekar Marg at Prabhadevi G/North Ward admeasuring 4668.27 sq. mtrs equivalent to 5583.25 sq. yards and bounded as follows :

On or towards North: 12.20 mtrs. wide D. S Babrekar Marg,

On or towards West : Final Plot bearing Nos. 745, 747, 748 and 749

On or towards East : 12.21 mtrs. wide College Lane,

On or towards South: Property of MTNL bearing Final Plot No. 750.



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SIGNED AND DELIVERED BY THE) For West Avenue Realtors Pvt. Ltd.,
WITHIN NAMED PROMOTER)
WEST AVENUE REALTORS PVT LTD)



Director

in the presence of)

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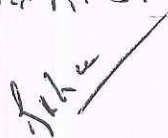
SIGNED AND DELIVERED)

the within named FLAT PURCHASER/S)

MRS. BEENA R. SHAH)

Beena R. Shah

MR. RAJESH R. SHAH)



in the presence of)

1.

2.

RECEIVED the day and year First)

hereinabove written of and from the)

withinnamed Flat Purchaser/s a sum of)

Rs.88,00,000/- (Rupees Eighty Eight Lac)

Only) being the amount of deposit of earnest)

money to be paid by Flat)

Purchaser/s to us)Rs. 88,00,000/-

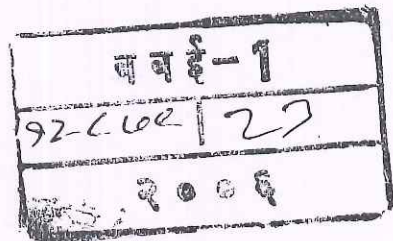
WITNESSES

WE SAY RECEIVED

For West Avenue Realtors Pvt. Ltd.



DIRECTOR



GRINHA JIAMPRAI MAHANAGARPALIKA

No. AD/Estates/1322/AOI(Soc.) of 4.11.2004

To,
The Chief Promoter,
Staney Fernandes Co.Op.Hsg. Society(Proposed)
Saprekar Marg, F.P.No. 746,
T.P.S. IV, Mahim,
Mumbai-400 026.

Sub:- Letter of Intent for redevelopment of Municipal property bearing F.P. No. 746, T.P.S. IV, Mahim known as Staney Fernandes Wadi, Prabhadevi, Mumbai in G/North Ward by Staney Fernandeswadi Co.Op.Hsg. Society (Proposed).

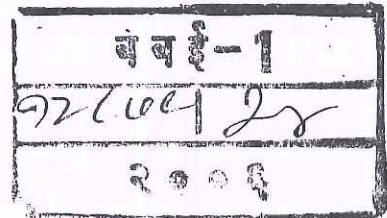
Ref:- The redevelopment proposal submitted by your proposed Society on 3.8.1994.

Sir,

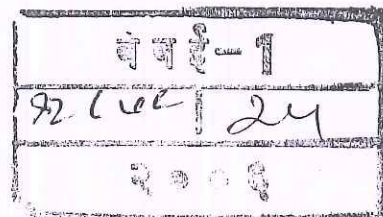
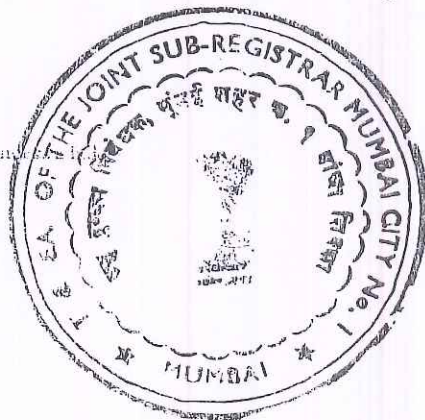
With reference to the redevelopment proposal of the property situated at Babrekar Marg, F.P.No. 746, T.P.S. IV, Mahim in G/North Ward, through the Architect M/s. Vilas Avachat & Associates, the Improvement Committee & Corporation vide Resolution No.119 of 27.10.2004 and 750 of 28.10.2004 respectively have accorded their approval/sanction subject to following terms and conditions :-

- 1) The land shall be leased to the Co.op Housing Society initially for a period of 30 years from the date of Commencement Certificate and the lease period will be renewed for the period of further 30 years thereafter at the discretion of Municipal Corporation and the same shall be binding on the Society/Societies.
- 2) The lease rent shall be Re.1/- per Sq.mt. subject to minimum of Rs.100/- p.a. for the entire plot to be given to the Co-op Housing Society subject to the approval of Improvement Committee of Corporation & of the State Govt

Chief Promoter Staney Fernandes



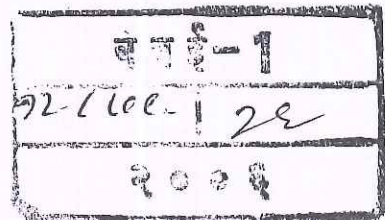
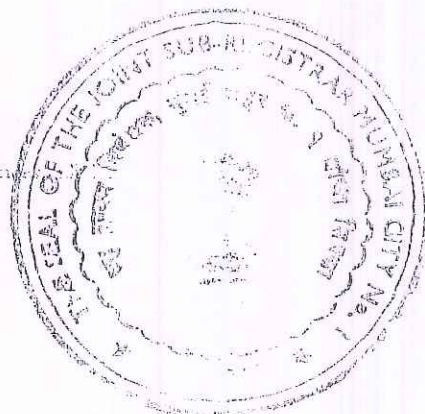
- 3) The land shall be leased to the society for constructing composite structure or separate building for rehabilitating the existing tenants and saleable component in favour of tenants' Co-operative Housing Society enabling the society to get it registered under Co-operative Housing Society Act. And it shall be the responsibility of the tenants' society to enroll the persons who will purchase the flats in saleable component as their member, wherever necessary.
- 4) The cost of preparation of lease document and any other legal charges shall be borne by the Society.
- 5) The Society/Developer shall pay non-refundable security deposit equal to five year's lease rent of the land to the Municipal Corporation of Greater Mumbai.
- 6) The Co-op.Housing Society shall open the Bank Account in Scheduled Co.Op.Bank and deposit in the said account the contribution of every individual member.
- 7) The Managing Committee of the Society elected in the first General Body meeting of the Society should function efficiently so that the project can be completed as early as possible. The Managing Committee if working efficiently to the satisfaction of the Municipal Commissioner, shall continue till completion of the project or for a period of 3 years whichever is earlier.
- 8) The Society & Developer shall execute an agreement in the prescribed proforma with the Municipal Commissioner agreeing to the various terms and conditions of redevelopment.
- 9) The Society /Developer will construct rehab component and sale component. The surplus area (F.S.I.) to be disposed of to the Developer works out to 4563.99 Sq.m. It is proposed to recover the capitalised value of the surplus area to be disposed of to the Developer at the sale rate of Rs.23260.00 per Sq.m. from the Developer, which works out to Rs.10,62,49,637.20 Say Rs. 10,62,49,630.00 Out of this capitalised value, 10% of the amount i.e. Rs.1,06,24,969.00 shall be paid before C.C. of rehab building or before entering into tripartite agreement whichever is earlier and 90% of the amount i.e. Rs.9,56,24,721/- shall be recovered before issuing occupation certificate to sale building in one installment.



Necessary undertaking from the Developer shall be taken that they will not submit building completion certificate unless 90% of the capitalised value as last instalment is paid to the Corporation. The Corporation shall have lien over built up area equivalent to the 90% of capitalised value of sale component until 90% amount of capitalised value is paid by the Developer in one instalment to the Corporation. While submitting building proposal for approval the building plans, the Developer shall earmark the flats on which M.C.G.M. will have a lien against 90% capitalized value and shall inform in writing that such flats will not be sold or third party interest will not be created till balance 90% capitalized value is paid by the Developer to M.C.G.M. The Developer shall submit copy of plan showing such flats to Dy.Ch E.(P.L.Cell). While calculating value of flats 80% of stamp duty Ready Reckoner rate for built up area for respective zone for the year 2004 shall be considered.

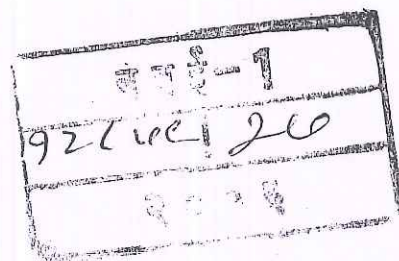
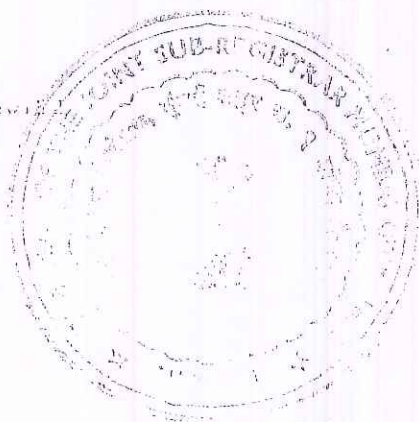
- 10) The Society shall submit a regular proposal under Development Control Regulations No.33 (7) to the Executive Engineer (Building Proposal) City or any other competent authority as decided by the M.C. through the licensed Surveyor and/or the Architect.
- 11) If required by Electric Supply Co., the Society/Developer shall provide adequate space for construction of electric Sub-Station within the plot boundary while preparing the plans.
- 12) The Society/Developer shall be responsible for payment of dues, charges, taxes, fees, arrears of rent etc. to the Municipal Corporation of Greater Mumbai till they shift in new building, where tenements on ownership basis will be allotted to them. They shall continue to pay their monthly rent to Estates Department, as usual till they get ownership tenements in new building.
- 13) All disputes of tenancy and sub-tenancy, transfers, eligibility of tenant, family disputes, if any etc. shall be resolved by the Society as per rules. However, in all such disputes decision of the Municipal Commissioner shall be final and binding on all the parties.
- 14) The Society may be permitted to implement the redevelopment/reconstruction scheme through Developer Mrs. West Avenue Realtors Pvt.Ltd. selected by the society.

S.P. Malik Report / Charney Boman

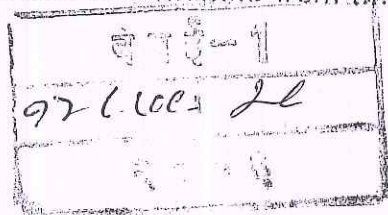
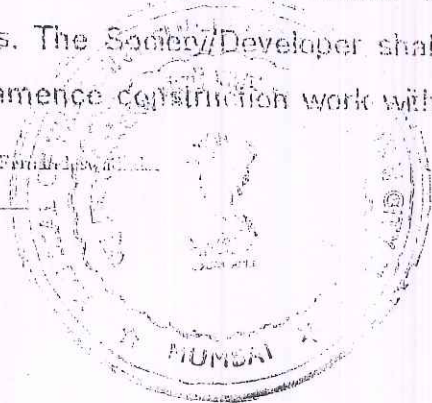


- 15) It shall be the responsibility of the Society/developer to provide the transit accommodation to the Municipal tenants/occupants of the existing building at their cost during the period of reconstruction and the Municipal Corporation of Greater Mumbai shall not provide and/or be not liable for providing any transit accommodation or alternative accommodation. Shifting of tenants/occupants shall be the sole responsibility of Society/Developer.
- 16) It shall be responsibility of the Society/Developer to raise the total funds for the reconstruction/redevelopment scheme and the Municipal Corporation of Greater Mumbai shall not advance any loan or financial assistance for this purpose.
- 17) The Co-op. Housing Society/Developer shall not create any charges, debt, lien or mortgage of whatsoever nature on the Municipal land
- 18) The Co-op. Housing Society will be permitted to develop/re-construct the property with the help of Developer/Constituted Attorney. However, the terms and conditions arrived at between the Co-Op.Housing Society and such Developer/C.A. shall be scrutinized and got approved from the Law Officer of Municipal Corporation of Greater Mumbai.
- 19) The developer approved and appointed by Society shall deposit Rs 18 750/- per eligible residential tenements and Rs.37 500/- per eligible commercial unit as deposit towards maintenance deposit, before applying for occupation certificate for rehab building. If the size of tenement is more, proportionate increased deposit shall be borne by tenants/occupants.
- 20) The residential tenements to be constructed for the existing tenants shall be minimum of 20.90 sq.mt. (225 sq.ft.) carpet area or carpet area as specified in Annexure - II whichever is more subject to the maximum limit of 70 sq.mt. carpet area excluding balcony area.
- 21) In the case of commercial tenements, the tenants may be given the existing commercial area in their possession.
- 22) There shall be no restriction on the area of flats for the sale component
- 23) Building to be constructed for the Municipal tenants will be permitted with ground or silt + upper floor with one lift.
- 24) The Society/developer shall first construct a wing/building required for re-accommodating the existing tenants

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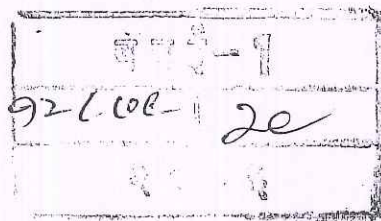
- 25) The Society/Architect/Developer will be permitted to take up construction of the building/wing for rehabilitation of the existing tenants and buildings/wing of the saleable components simultaneously, if site conditions permit.
- 26) The Society/Developer shall execute an Indemnity Bond indemnifying the Corporation from any charges, claims, damages, legal suits, losses, cost demands of whatsoever nature preferred or made by any person or persons by reason or permission to redevelop property in question or arising there from.
- 27) The Society/Developer shall be responsible for any damage or injury whatsoever that may be caused at any time to any person or property or to the third party while executing the project or re-development of the Municipal property and all such damages, injury or losses to the life or to the property shall be made good immediately by the Society/Developer to the satisfaction of the Municipal Commissioner.
- 28) The Society /Developer shall not abandon the execution of the project and shall complete the project as agreed and approved by the Municipal Commissioner. In case, the project is abandoned before completion, the Municipal Commissioner shall give one month's notice calling upon them to complete the project as per the scheduled time and if the society fails to recommence the abandoned work within the stipulated period mentioned in the notice, partly constructed structure shall vest in the Municipal Corporation of Greater Mumbai and Municipal Corporation of Greater Mumbai shall not be liable to pay any damages or compensation to the society/developer and the Municipal Corporation of Greater Mumbai shall be fully at liberty to complete and make use of the project in a manner as deemed fit in public interest at the risk and cost of the Society/Developer and this will be without prejudice to and in addition to such other actions as may be considered necessary by Municipal Corporation of Greater Mumbai.
- 29) The Society/Developer shall pull down/demolish the structure, provide transit accommodation to the affected occupants, remove debris and building materials etc. at their cost and clean the site in order to take up the construction work in a phased manner. The Society/Developer may use salvaged materials for the purpose of construction of transit accommodation and dispose of unused materials. The Society/Developer shall protect the plot from the encroachment and commence construction work within a period of 6 months from the date of



pulling down of the existing structures. The construction work of redevelopment project shall be completed within 3 years from the date of issue of commencement certificate. The period may be extended by the Municipal Commissioner on merits wherever necessary.

- 30) The Society/Developer shall be permitted to make use of existing infrastructure facilities like water connection, Electricity, sewer line etc. on payment of necessary charges, for the transit accommodation constructed on the site and should be responsible to prevent misuse of facilities and maintaining of the facilities.
- 31) On completion of the rehabilitation building/wing, the society shall allot the tenements to the individual members of the society (Municipal tenants) on ownership basis as per the inventory list prepared by the Asstt. Commissioner (Estates).
- 32) The Municipal tenants who will occupy tenements in the reconstructed buildings on ownership basis shall not alienate the tenement or transfer it to anybody-else except the legal heirs, at least for a period of 10 years from the date of taking possession without prior permission of the Municipal Commissioner.
- 33) These tenants of the existing structures who have not become the members of the Co-op. Housing Society should join the Co-Op. Housing Society before commencement of the construction of the tenants building. If they fail to do so, tenements earmarked for them in the new buildings will vest with the Corporation and they will lose their claim of tenement in the new building. However, since they are Municipal tenants, they will be provided alternate accommodation depending upon availability any where within Greater Mumbai at the discretion of the Municipal Commissioner.
- 34) All conditions mentioned in Annexure-II shall be complied with by Society/ Developer.
- 35) Since the developer has not submitted detailed plans the Built up area of rehab building for F.S.I. purpose etc. is worked out by adding 20% over and above Carpet area. In case the Developer/Architect submits the final plan with plot area duly certified by D.L.R., and if the same are approved by the approving authority the same shall be taken as final and if required the redevelopment scheme shall be reworked for calculating revised capitalised value. Additional onetime capitalised value/premium will be reworked accordingly at the same

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S.D.R.R. Rate as per originally approved scheme i.e. Rs.23260/- per sq.m. and additional one time Capitalized value if any will be recovered before granting occupation permission to sale building

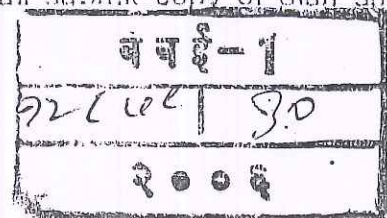
- 36) The Society/Developer shall construct 13 tenements of 20.9 sq.m. each and handover the same to M.C.G.M. free of any charge for accommodating Project affected persons.
- 37) As the land under reference is situated in C.R., N.O.C. from Ministry Of Environment & Forest shall be obtained & submitted by Society/Developer before approval of plans.
- 38) The area of the plot is 4668.00 sq.m. s subject to the final confirmation of D.I.L.R.

Please note that N.O.C. for commencement certificate to rehab building or any buildings of the project will be given only after compliance of above said conditions and following requirements :-

1. To pay Rs.23,340/- (Rs. Twenty Three Thousand Three Hundred Forty only) being non refundable security deposit equal to 5 years rent of the land as required as per condition No. 5.
2. To pay Rs. 14,000/- (Rs. Fourteen Thousand only) as deposit towards cost of preparation of two lease documents required as per condition No.4.
3. To pay 10% of the capitalized value i.e. Rs.1,06,24,969.00 before C.C. of rehab building or before entering into tripartite agreement whichever is earlier and 90% of the amount i.e. Rs.9,56,24,721/- shall be recovered before issuing occupation certificate to sale building in one installment.

Necessary undertaking from the Developer shall be taken that they will not submit building completion certificate unless 90% of the capitalised value as last installment is paid to the Corporation. The Corporation shall have lien over built up area equivalent to the 90% of capitalised value of sale component until 90% amount of capitalised value is paid by the Developer in one installment to the Corporation. While submitting building proposal for approval the building plans, the Developer shall earmark the flats on which M.C.G.M will have a lien against 90% capitalized value and shall inform in writing that such flats will not be sold or third party interest will not be created till balance 90% capitalized value is paid by the Developer to the Corporation. The Developer shall submit copy of plan showing

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such flats to be by E.E.(P) City. While calculating value of flats 80% of stamp duty Ready Reckoner rate for built up area for respective zone for the year 2004 shall be considered.

4. To enter into agreement alongwith Society, Developer and with Municipal Commissioner agreeing to various terms and conditions of redevelopment
5. To submit to local body board indemnifying the Municipal Corporation from any charges, claims, damages etc. jointly signed by the Society
6. To submit regular proposal through Architect with 2 sets of plans and copy of the intimation of disapproval issued by E.E.(B.P.)City and to pay Rs. 500/- as scrutiny fees for the proposal to Asstt. Commissioner (Estates)
7. To open the Bank Account in scheduled Co.Op Bank and deposit in the said account the contribution of every individual member and submit details in this office as per condition No. 8 & 19.
8. To submit copy of development agreement between Society and Developer as per Condition No. 18.
9. To submit registration certificate regarding registration of the Co.Op.Hsg. Society with the registrar of Co.Op.Hsg. Society.
10. This letter of intent will be initially valid for a period of one year which may be extended for a maximum period of 3 years on payment of revalidation charges of Rs. 1000/- per year.
11. To get completed the process of allotment of 25 occupants before N.O.C. to Commencement Certificate.
12. To submit N.O.C. from C.Z.M.A./M.O.E.F. to M.C.G.M. before submission of plans to E.E.(B.P.)City for approval.
13. To get the plot area for the scheme demarcated from D.I.L.R. immediately.

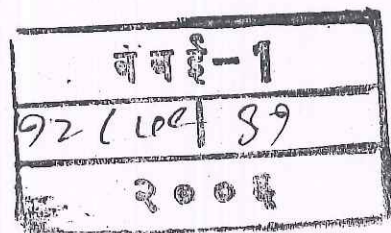
Yours faithfully,

sd/-

Asstt. Commissioner (Estates)



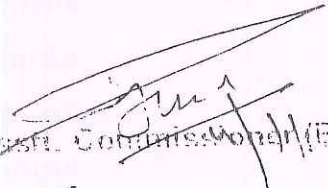
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No. AC/Estates/13202/AC(Soc of 4.11.2009

✓ Copy to : Wic. West Avenue Realtors Pvt Ltd.
9, Daburva, N.M.G.S. Marg,
Dadar (E), Mumbai-400014.

Copy for information please


~~Asst. Commis. (Estates)~~

No. AC/Estates/13702/AC(Soc of

Form 346
88

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

3

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

EA/863/CN/A of 19-8-05

No. E.B./CE/ BS/A of 200 - 200

MEMORANDUM
N/2, West Avenue Realtors Pvt. Ltd.
9, Dattatraya,
H.N.G.S. Marg
Dadar (E),
Mumbai 400 014

Municipal Office,
Mumbai 200

With reference to your Notice, letter No. dated 5.11.2004 and delivered on 13.11.2004 200 and the plans, Sections Specifications and Description and further particulars and detail of your building at C.S.No. 115, F.R.No. 746, T.P.S. IV, Mahim Dima, at furnished to me under your letter, dated 200 I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended upto-date; my disapproval by thereof reasons:-

AI THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK (UP TO PLINTH LEVEL)

- 1) That the commencement certificate under Section 44(B)(1)(a) of the M.C. 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 L.C. Regulation No. 30(27).
- 3) That the low lying plot will not be filled up to a reduced level of at least 12" T.H.D. or 6" above adjoining road level whichever is higher and uniform earth, boulders, etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
- 4) That the specifications for layout (C) for various roads/developments in setback land will not be obtained from M.C. (Construction) Dept. before starting the construction work and the access and set back line will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from L.C. (C.M.C.) (S.W.D.) of City before submitting Building Completion Certificate.
- 5) That the structural engineer will not be appointed. Supervision memo as per Appendix X (Regulation 50) (B) will not be submitted by him.

Contd. (A)



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() 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 18th day of Aug. 2006, but not so as to contravance 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.

[Signature]
Executive Engineer, Building Proposals,
Zone, Words.

SPECIAL INSTRUCTIONS

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

(2) Under Section 68 of the Mumbai 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 for Greater Mumbai regarding the following levels:
"Every person who shall erect or construct a building shall cause the same to be built so that every part of the plinth shall be

"(a) Not less than 2 feet (60 cms.) above the level of the adjoining street at the nearest point at which the drain from such building can be connected with the sewerage system or the water to be laid in such street

"(b) Not less than 2 feet (60 cms.) above any portion of the ground within 5 feet (150 cms.) of such building.

"(c) Not less than 2 feet (60 cms.) above the Town Hall Datum.

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

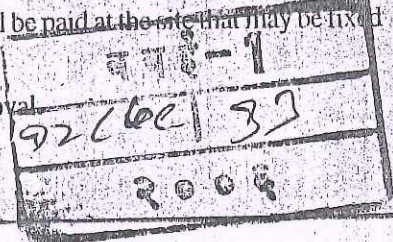
(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance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

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

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

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

Attention is drawn to the notes accompanying this Intimation of Disapproval.



6. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.

7. That the regular /sanctioned /proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/ E.E.(T&C)/ E.E.(D.P.)/ D.D.L.R. before applying for C.C.

8. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.

9. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand-over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.

10. That the indemnity Bond indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.

11. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.

12. That extra water and sewerage charges will not be paid to A.E.W.W. G/N Ward before C.C.

13. That the premium/deposits as follows will not be paid -
- a. Condonation of deficient open spaces.
 - b. Staircase/Lift area benefit
 - c. Layout Deposit
 - d. Development charges as per M.R. & T.P. (Amendment) Act, 1992.
 - e. Balcony enclosure fees.
 - f. Insecticide charges.
 - g. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria, etc. to insecticide charges 'G/N' Ward.

14. That the N.O.C. from Asst. Commissioner (Estates) thereof will not be submitted to this office before C.C.

15. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.

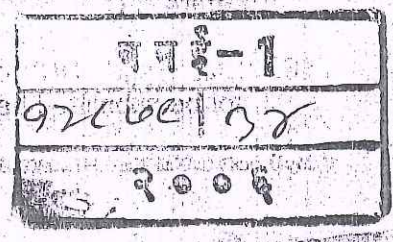
16. That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.

17. That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.

18. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.



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- 19. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work.
- 20. That the N.O.C. from A.C. (Estates) shall not be submitted.
- 21. That the N.O.C. from B.E.S.T. for sub station shall not be submitted.
- 22. That the fresh Tax Clearance Certificate from A.A. & C.G.N Ward shall not be submitted.
- 23. That the Regd. U/T against misuse of part terrace / still shall not be submitted.
- 24. That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
- 25. That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
- 26. That the registered Power of Attorney shall not be submitted.
- 27. That the remarks from H.E. Department shall not be submitted.
- 28. That the debris shall not be dumped on the Municipal ground only.
- 29. That the board displaying the details of development of the work shall not be displayed at site.
- 30. That the remarks from E.E.(S.W.D.) for proposed SWD shall not be submitted before C.C.
- 31. That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
- 32. That the N.O.C. from M.C.Z.M.A. from C.R.Z. point of view shall not be submitted.
- 33. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
- 34. That the copy of PAN card of the applicant shall not be submitted with requisite U/T.
- 35. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
- 36. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
- 37. That the N.O.C. from E.E.T. & C. shall not be obtained for the parking before C.C.
- 38. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.



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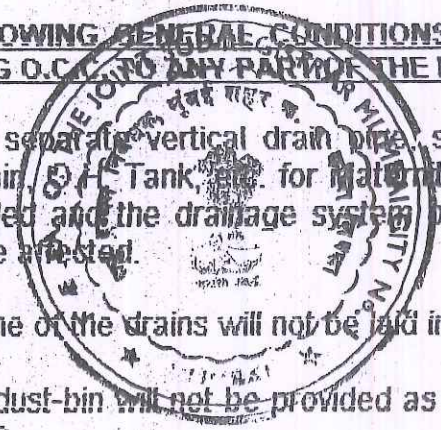
- 39. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
- 40. That the G.I. Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
- 41. That remarks from E.E.(M.& E.) for Generator Room / AHU shall not be submitted.
- 42. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall 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 be complied with.
- 43. No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.
- 44. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 45. In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. Ch. Eng.(D.P.)/559/1 of 15.4.1974.
- 46. That the N.O.C. from M.O.E.F. shall not be submitted.
- 47. That the N.O.C. from H.E. for swimming pool shall not be submitted.

(B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :

- 1. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
- 2. That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
- 3. That the N.O.C. from High Rise Committee shall not be submitted.

(C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING O.C.C. TO ANY PART OF THE PROPOSED BUILDING :

- 1. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and the drainage system for the residential part of the Building 1 will not be affected.
- 2. That some of the drains will not be laid internally with C.I. Pipes.
- 3. That the dust-bin will not be provided as per C.E.'s circular No.CE/9297/III of 26-6-1978.



Handwritten notes and stamps: 'Building 1', '22/06/88', and '2008'.

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(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.:

1. That certificate under Section 27D-A Of M.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

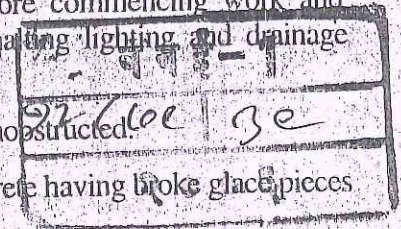
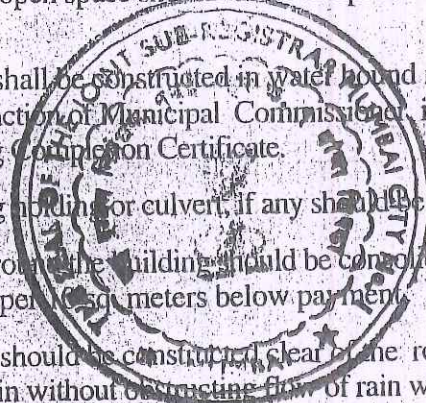

Executive Engineer
Building Proposals (City)-III

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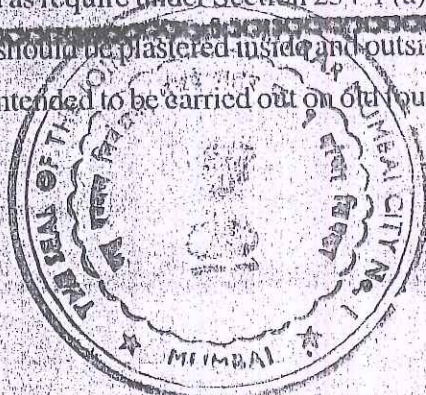
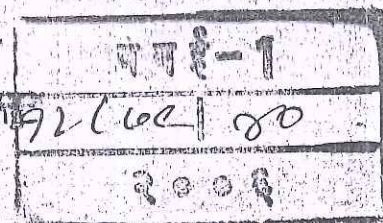


NOTES

- (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 streer connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Mumbai Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 100 square meters below pavement.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (b)(II) 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 plane should not be taken up in hand unless the City Engineer is satisfied with the following :-
- Specific plans in respect of eviciting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - 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.
 - 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 pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions 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 where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) ~~Lowes should be provided as required by Bye-law No. 3 (b).~~
 (b) ~~Chimels 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.



[Signature]
 Executive Engineer, Building Proposals
 Zones Wards.

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC / 883 / GNIA of 20/8/05

COMMENCEMENT CERTIFICATE

To,

M/s West Avenue Realtors Pvt. Ltd.

9, Dabruva.

M.M.G.S. Marg.

Mumbai - 400 014.

Sir,

With reference to your application No. 5038 Mum. dated 11 - Nov. 2004 for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town planning Act, 1966, to carry out development for Prop. redevelopment of Mum. Acq. Property C.S.No. 115 F.P. No. 746 TPS IX Mahim of D.S. Babrekar Prabhadevi W/bai and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. _____ on Plot No./C.S.No./G.T.S. No. 115 Division/Village/Town Planning Scheme No. _____ Situated at Road / Street _____, Ward 6/W of 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. 10/1/09
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 6) This certificate is liable to be revoked by the Municipal commissioner for Greater Mumbai, if :-
 - a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanction 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 same is obtained by the applicant through fraud or misrepresenting 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 Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.

P.T.O.

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

8) The Municipal Commissioner has appointed Shri. N. R. KHANOLKAR, Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This Commencement Certificate is valid upto 22-8-05

This C.C. is granted for sale Bldg upto still level except portion marked as KLMN & ramp hatched green on as shown at Plan at Page no. 397 in this file. i.e. EB/883/GN/A

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

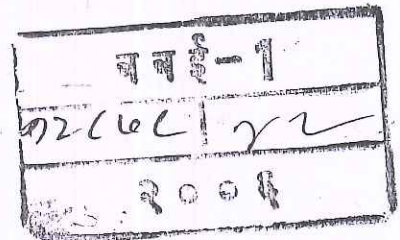
ABR 23/8/05

Assistant Engineer
Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/883/GN/A
This C.C. is released for the portion KLMN and ramp hatched green as shown on the plan at pg. 397 in this file (i.e. EB/883/GN/A) and further extended for full work, i.e. upto 33rd floor level subject to plan checking

ABR 1/4/06
Assistant



SHAH & SANGHAVI (Regd.)

ADVOCATES, SOLICITORS & NOTARY
MITTAL COURT 'A' WING, 11TH FLOOR,
NARIMAN POINT, MUMBAI - 400 021.

Phones: 2285 5755/56
2285 3592/93

Grams : JASHCHIM, MUMBAI

Fax : 91-22-2284 5040

E-mail : info@snsattorneys.com

PJS/PB/11361/1929 /2005

10th June, 2005

To,
West Avenue Realtors Pvt. Ltd
26, Onlooker Building,
Sir P.M. Road,
Fort,
Mumbai 400 001.

Dear Sir,

Sub: All that piece or parcel of land lying and being at final Plot No. 746 TPS IV of Mahim lying and being at D.S.Babrekar Marg at Prabhadevi G/North Ward admeasuring 4672.27 sq.mtrs equivalent to 5588.03 sq. yards as per property card and 4668.00 sq. mtrs equivalent to 5582.88 sq. yds as per Letter of Intent dated 4th November, 2004 issued by Municipal Corporation of Greater Mumbai.

Please find enclosed herewith Original Title Certificate dated 10th June 2005 in respect of the captioned property in duplicate.

Yours truly,
For SHAH & SANGHAVI,

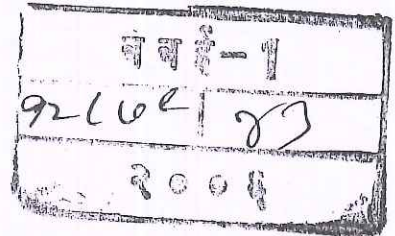

Partner

Encl: As above
F:\COMP5\11361ltr.doc.

Our Associates : BRAND FARRAR BUXBAUM LLP Attornies & Notaries

Hong Kong • Beijing • Los Angeles • New York

Kolkata : RAJESH KHAITAN & CO., 2, Church Lane, Kolkata-700 002 • Tel. : 220 2030/31 • Fax : 220 2238



SHAH & SANGHAVI (Regd.)

ADVOCATES, SOLICITORS & NOTARY
MITTAL COURT 'A' WING, 11TH FLOOR,
NARIMAN POINT, MUMBAI - 400 021.

Phones : 2285 5755/56
2285 3592/93
Grams : JASHCHIM, MUMBAI
Fax : 91-22-2284 5040
E-mail : info@snsattorneys.com

PJS/PB/11361/2005

TO WHOMSOEVER IT MAY CONCERN

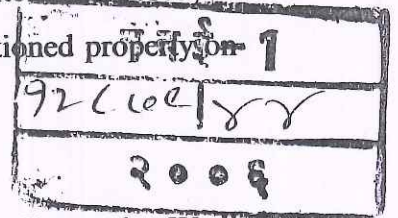
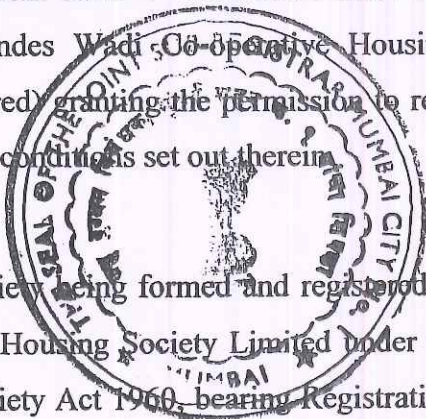
Sub: All that piece or parcel of land lying and being at final Plot No. 746 TPS IV of Mahim lying and being at D.S.Babrekar Marg at Prabhadevi G/North Ward admeasuring 4672.27 sq.mtrs equivalent to 5588.03 sq. yards as per property card and 4668.00 sq. mtrs equivalent to 5582.88 sq. yds as per Letter of Intent dated 4th November, 2004 issued by Municipal Corporation of Greater Mumbai.

Owner: Municipal Corporation of Greater Mumbai

Allottee : Staney Fernades Co. Op. Hsg. Soc. Ltd.

Developer: West Avenue Realtors Pvt. Ltd.

1. We have caused the search to be taken with the office of Sub-Registrar of Assurances at Mumbai for the period 1950 to 2005, with the office of Sub-registrar of Assurances at Bandra for the period 1973 to 1999 as also Collector's records. We have also perused photocopy of the documents as are produced before us for our perusal and have to state as under.
2. The search report reveals that upon Town Planning Scheme IV for Mahim Division coming into force the captioned property vested in Municipal Corporation of Greater Mumbai, (M.C.G.M) which fact is revealed in the "Form B" issued by Municipal Corporation of Greater Mumbai.
3. The Tenants/Occupants occupying the captioned property made an Application to Municipal Corporation of Greater Mumbai for the permission for redevelopment of the captioned property under Regulation 33 (7) of Development Control Regulation Act, 1991. The Municipal Corporation of Greater Mumbai has issued a Letter of Intent dated 4th November 2004 in favour of the Chief Promoter of Staney Fernandes Wadi Co-operative Housing Society Limited (Proposed) - (since registered) granting the permission to redevelop the captioned property on the terms and conditions set out therein.
4. Upon the society being formed and registered known as Staney Fernandas Wadi Co-operative Housing Society Limited under the provisions of Maharashtra Co-operative Society Act 1960, bearing Registration no. MUM/WGN/HSG/TC-8479 of 2004-2005 a Tripartite Agreement dated 26th April 2005 has been entered into



Our Associate : **BRAND FARRAR BUXBAUM LLP** Attornies & Notaries

Hong Kong : Suite 1408-10 Shul On Centre, 6-8 Harbour Road, Wanchai, Hong Kong. Tel. : (852) 2523-7001. • Fax : (852) 2845-0947 • E-mail : hkb/bhk@hk.super.net

Beijing : Suite 2518, China World Trade Centre, 1 Jian Guo Men Wai Avenue, Beijing, China. Tel. : (86) (10) 6505-2288 • Fax : (86) (10) 6505-2638. • E-mail : bjfbfbbj@public3.bta.net.cn

Los Angeles : Suite 3500, 515 South Flower Street, Los Angeles, California 90071-2201 U.S.A. Tel. : (1) (213) 228-0288 • Fax : (1) (213) 426-6222. • E-mail : blb-la@brandfarrar.com

by and between Dr. Satish Bhide Jt. Municipal Commissioner/Dy. Municipal Commissioner (Improvement) for the Municipal Corporation of Greater Mumbai of the First Part; Staney Fernandes Wadi Co-operative Housing Society Ltd. therein called "the society" of the Second part, and the M/s. West Avenue Realtors Pvt. Ltd. the Developer abovenamed of the Third part, where under the Staney Fernandes Wadi Co-operative Housing Society Ltd. with the consent and confirmation of the Municipal Corporation of Greater Mumbai has been granted the development rights to the Developer abovenamed to develop the captioned property for the consideration and on the terms and conditions set out therein.

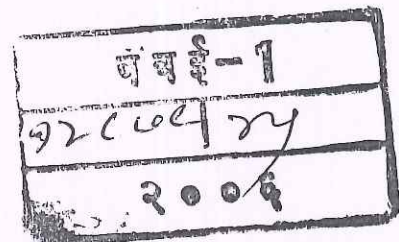
5. By a further Development Agreement dated 9th April, 2005 executed by and between Staney Fernandes Wadi Co-operative Housing Society Ltd. therein referred to as the Society and West Avenue Realtors Pvt. Ltd. therein referred to as the Developer, the Society has confirmed the appointment of the Developer abovenamed as the Developer and recording the terms and conditions mutually agreed upon by and between Staney Fernandes Wadi Co-op Hsg. Society Ltd. and the Developer abovenamed.
6. Subject to what is stated hereinabove and terms and conditions set out in Letter of Intent dated 4th November 2004, Tripartite Agreement dated 26th April 2005 and Development Agreement dated 9th April, 2005 recited hereinabove in our opinion the Developer has the authority to sell and dispose off the area coming their share for free sale area. In our opinion the title of Municipal Corporation of Greater Mumbai in respect of the captioned property is clear and marketable.

Dated this 10th day of June, 2005

Yours truly,
For Shah & Sangavi,

Partner

F:\COMP4\11361-ltr.doc.sm\mb



1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Nature	6. Area in Sq. Yds/Fths.	7. Lightings Survey No.	8. Collectors New No. (Collectors Rent Roll No.)
576.600	-NIL-	-NIL-	F.P. NO. 746 TPS IV	A.L.	59.74805 (5588.00) 59.74805 4672.27	-NIL-	-NIL- (-NIL-)

9. Ground Rent | 10. Name of Person in Beneficial Ownership
due to Govt.

- NIL - | THE MUNICIPAL CORPORATION FOR GREATER BOMBAY



11. Mode of Acquisition by Present Owner | 12. Description of Title

(A) - AS PER T.P.S.S.I.

- NIL -

13. Origin of Rent from Govt. if any

14. Lease from Public Body or Executor
Public Body
or Executor

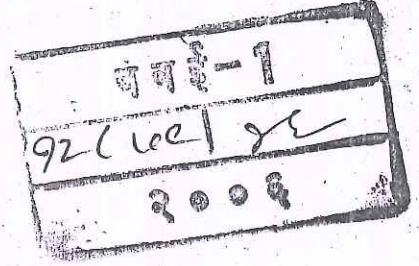
- NIL -

15. Ground Rent due to Public Body or Executor
16. Superintendent's Initial

- NIL -

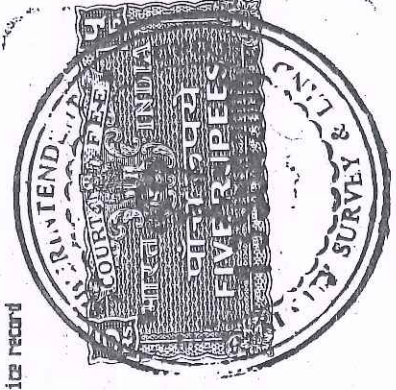
(A) - 50/- 50/- 500/-

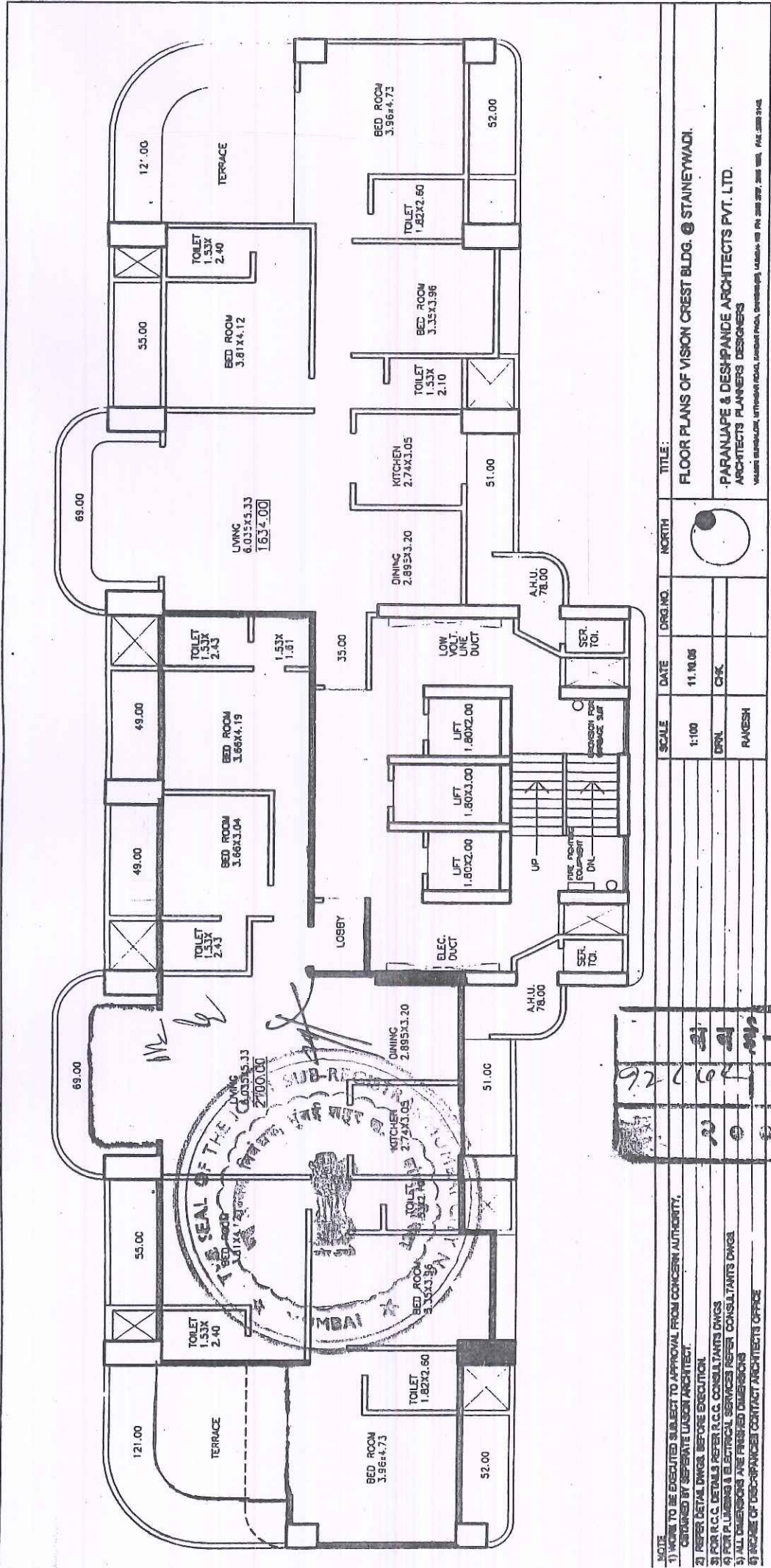
Name of Applicant: AHMAD & ASSOC.
Date of Application: 23/06/2006
Fee recovered: Rs. 100.00
Date of issue: 23/06/2006
Reference of issue: 723206/20062



(Rectangular "1" brackets shows entry deleted)
Note 1- This is a true copy of the extract of C.S. Register which forms part of this office record and the area of the property referred to therein is 4672.27 Sq. meters.
(FOUR THOUSAND SIX HUNDRED SEVENTY TWO POINT TWENTY SEVEN SQ. METERS ONLY)
Which has been verified with the original record and found correct.

(Signature)
Superintendent
Mumbai City Survey and Land Records





SCALE	DATE	DRG. NO.	TITLE:
1:100	11.10.06		FLOOR PLANS OF VISION CREST BLDG. @ STANEYWADI.
DRN	CHK		
RAKESH			

921004-1-1

- NOTE
- 1) WORK TO BE EXECUTED SUBJECT TO APPROVAL FROM CONCERN AUTHORITY.
 - 2) REFER DETAIL DWGS. BEFORE EXECUTION.
 - 3) FOR R.C.C. DETAILS REFER R.C.C. CONSULTANTS DWGS.
 - 4) FOR PLUMBING & ELECTRICAL SERVICES REFER CONSULTANTS DWGS.
 - 5) ALL DIMENSIONS ARE FINISHED DIMENSIONS.
 - 6) HOUSE OF DIS-PANDED CONTACT ARCHITECTS OFFICE

PARANLAPE & DESHPANDE ARCHITECTS PVT. LTD.
 ARCHITECTS PLANNERS DESIGNERS
 VALMUNJI BUILDING, ULTANAPUR ROAD, MUMBAI P.O., DISTRICT-09, MUMBAI-400 018, INDIA. TEL: 2288 3142

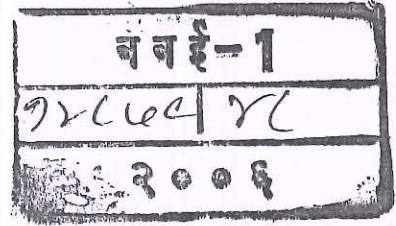
PAYMENT SCHEDULE

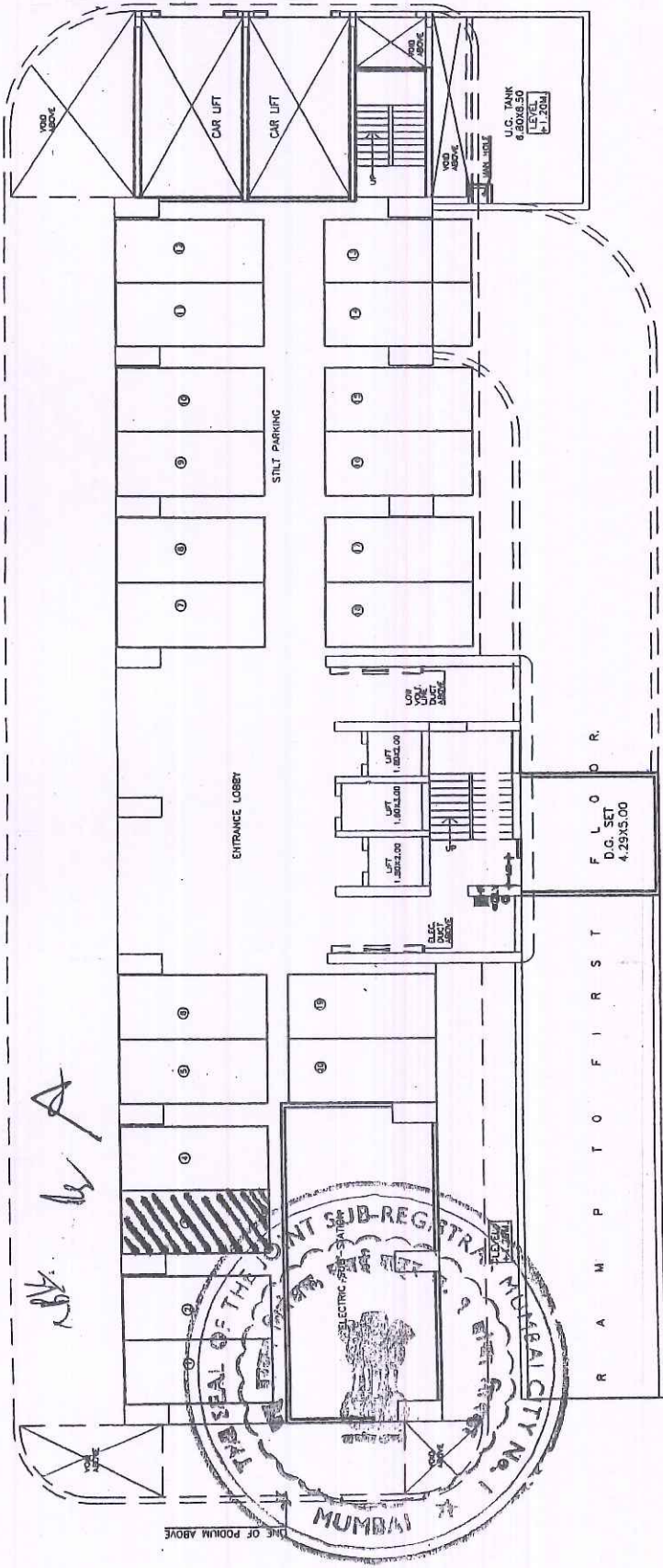
At the time of Agreement	10%
Completion of Plinth	10%
Completion of 1 st slab to 34 th Slab	2% (Each Slab)
Completion of Brickwork/Plaster	3%
Completion of Electrification	3%
Completion of Plumbing	3%
At the time of Possession	3%

A

W

BK.



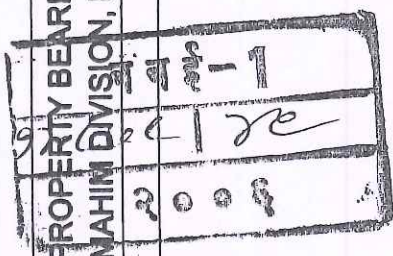


SUBJECT TO APPROVAL FROM M.C.G.M.

Vilas Avachat & Associates
ARCHITECTS & INTERIOR DESIGNERS
 312/3A VANDAS LUDICO BHAYAN, NEAR CENTURY BAZAR,
 PRAHARDEVI, MUMBAI-400 033. TEL: 022-3352718, 022-3324888. Fax: 022-3351278
 Email: vilasavachat@rediffmail.com, vilasavachat@gmail.com

GROUND FLOOR PLAN
PARKING LAYOUT

PROPOSED REDEVELOPMENT OF PROPERTY BEARING
F.P. NO 746, T.P SCHEME NO IV, OF NAHIM DIVISION, MUMBAI.



आयुर्विषय के लिए अक्षरों का प्रयोग
NOT RECOGNIZABLE BY MACHINE ONLY

बैंकर्स चेक | BANKER'S CHEQUE

अल्फा कूट ALPHA CODE

CHANDA

दिनांक 13-12-2006

Date

Pay JOINT SUB-REGISTRAR MUMBAI CITY - 1*****बा उनके आदेश पर

Or Order

रुपये Thirty Thousand only***

Rupees

अदा करें

रु

*****30,000.00

Rs

***** Not Over INR. 30,000.00 *****

कृते बैंक ऑफ़ बड़ौदा For Bank of Baroda



चंदवारकर रोड, मुंबई - 400 019.

CHANDAVARKAR ROAD, MUMBAI - 400 019.

BC/2005/CBS/MB1

391034

Handwritten signatures and stamps in a box

ह.स.न. | S.S. NO. (

ह.स.न. | S.S. NO. (

एह	9
OT	
दह	8
TT	
एला	7
DL	
दला	6
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⑈ 391034 ⑈ 4000120461

12



वर्ग-1
92004/49
2006



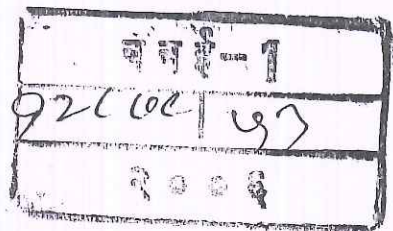
ICICI Bank		
Customer Copy		
Deposit Br.	Date :	
Pay to : ICICI Bank Ltd. A/C Stamp Duty		
Franking Value	Rs.	200
Service Charges	Rs.	10
Total	Rs.	210
Name of Stamp duty paying party : West Avenue Realtors Pvt Ltd.		
<p>Received With Thanks Rs. 200/- Towards Payment of Stamps Duty</p>		
DD / Cheque No. _____		
Drawn on Bank _____		
(For Bank's Use only)		
Tran ID	84632	
Franking Sr. No.		
Officer		

FRANKING DEPOSIT SLIP

For ICICI Bank Ltd.
Raja Sahadur Mansion, 50,
Bhamburda Samachar Marg,
Fort, Mumbai - 400 001
D-5/STAMP/19/R.101/1/19/2005/
748 TO 751

Authorised Signatory
Aarathi Rao

We, M/S WEST AVENUE REALTORS PVT. LTD. a Company incorporated under the provisions of Companies Act 1956 having its Registered Office at 9, Dadrutwa M.M.G.S. Marg, Dadar(E), Mumbai 400 014 SEND GREETINGS



INDIA
STAMP DUTY
MAHARASHTRA

TRFD 84632
154598
R.00002004-PB5399
SPECIAL PRESTIGE
AGREEMENT
AUG 18 2006
12:55

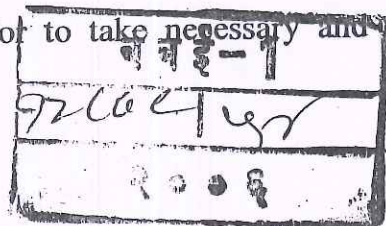
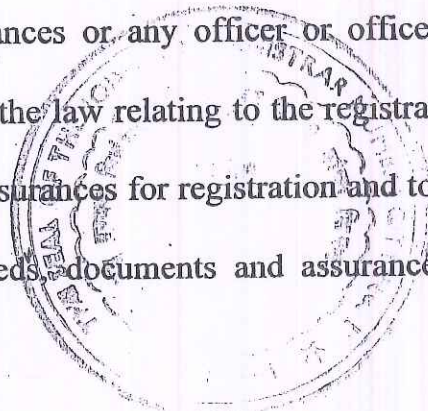
WHEREAS:

(a) In course of our business as a builder and Developer we executed Agreements for Sale of flats/shops/office premises/garages/open spaces etc., which are required to be lodged for registration with the Office of the Sub-Registrar of Assurances at Mumbai.

(b) Being unable to attend to the office of the Sub-Registrar of Assurances, we are desirous of appointing some fit and proper as our true and lawful attorney for the purpose of registration of such Indenture of Sale/Conveyance .

NOW KNOW YE THESE PRESENTS WITNESSETH that We, **M/S. WEST AVENUE REALTORS PVT. LTD.** do hereby irrevocably nominate, constitute and appoint **1. MR. VINIT P. AJGAONKAR 2. MR. SHAILESH G. AJGAONKAR** jointly as well as each one of them severally to be our true and lawful attorney/s to do all or any of the following acts, deeds and things for the purposes hereinafter set forth.

1. To appear before the Office of the Sub-Registrar of Assurances or any other Officer/Officers for the time being appointed under law relating to registration and to lodge for registration the Indenture of Sale/Conveyance executed in favour of **M/S WEST AVENUE REALTORS PVT. LTD**
2. To appear before the office of the Registrar or Sub-Registrar of Assurances or any officer or officers for the time being appointed under the law relating to the registration to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents and assurances and/or to take necessary and



proper proceedings for the acknowledgement and registration of the same.

3. AND IT IS HEREBY FURTHER declared that this Power of Attorney shall not be revocable by us

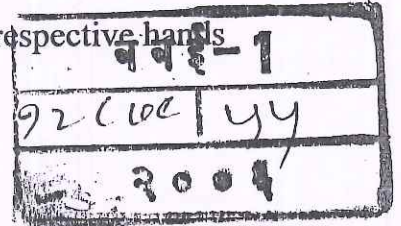
4. To substitute and appoint from time to time one or more attorney or attorneys under our said attorney with the same or limited powers and such substitute or substitutes at pleasure to remove and another or others to appoint.

5. We hereby for ourselves, our successors and assigns agree to ratify and confirm all and whatsoever our said attorney shall or purport to do or cause to be done by virtue of these presents.



IN WITNESS WHEREOF we have hereunto set our respective hands

aforesaid this 19th day of August 2006.



SIGNED AND DELIVERED by the withinnamed M/S WEST AVENUE REALTORS PVT. LTD.)

) M/S WEST AVENUE REALTORS) PVT. LTD.)

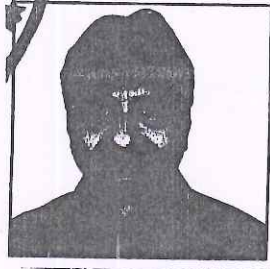
in the presence of

- 1.
- 2.



AMAKANT R. JADHAV

(Director)

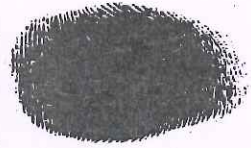


PRAKASH AJGAONKAR

(Director)

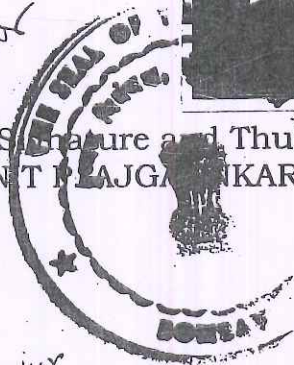


We accept

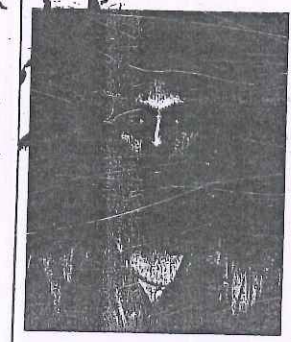


Ajgaonkar

Photograph Signature and Thumb Impression of
VINIT P. AJGAONKAR



Ajgaonkar



Photograph Signature and Thumb Impression of
SHAILESH AJGAONKAR



WITNESS

1) Hubert Pinto
[Signature]

2) Ganesh K. Achal
[Signature]

2G, Onlooker, Jorh
mem-01

c3/11397(finetone)regpow/lk



बंदई-1
92/604 JK
2006



26/12/2006

दुय्यम निर्बंधकः

दस्त गोषवारा भाग-1

बबई1

दस्त क्र 12879/2006

10:30:54 am

मुंबई शहर 1 (फोर्ट)

41

दस्त क्रमांक : 12879/2006

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव: बिना राजेश शहा</p> <p>पत्ता: घर/फ्लॅट नं: 601</p> <p>गल्ली/रस्ता: 295 भिमानी स्ट्रीट</p> <p>ईमारतीचे नाव: सत्य सदन</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव: मुं</p> <p>तालुका: -</p> <p>पिन: 19</p> <p>पॅन नम्बर: ए ए के पी एस 2749 जी</p>	<p>लिहून घेणार</p> <p>वय -</p> <p>सही</p> <p>Beena R. Shah</p>		
2	<p>नाव: राजेश आर शहा</p> <p>पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव: -</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: ए ए सी पी एस 9428 ए</p>	<p>लिहून घेणार</p> <p>वय -</p> <p>सही</p> <p>Rajesh</p>		
3	<p>नाव: वेस्ट ऑवेन्यु रिअल्टर्स चे संचालक रमाकांत रामचंद्र जाधव, प्रकाश वसंत आजगावकर यांचे मुखत्यार</p> <p>शैलेश गणेश आजगावकर</p> <p>पत्ता: घर/फ्लॅट नं: -</p> <p>गल्ली/रस्ता: सर पी एम रोड</p> <p>ईमारतीचे नाव: 26</p>	<p>लिहून देणार</p> <p>वय -</p> <p>सही</p> <p>S. P. S. G. N. G.</p>		



mm

सह दुय्यम निर्बंधक

मुंबई शहर क्र. १.

दस्तावेज करून देणार तथाकथित [करारनामा] दस्तावेज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त गोषवारा भाग - 2

बबई

दस्त क्रमांक (12879/2006)

दस्त क्र. [बबई-12879-2006] चा गोषवारा
बाजार मुल्य :19862570 मोबदला 17500000 भरलेले मुद्रांक शुल्क : 975850

पावती क्र.:13066 दिनांक:26/12/2006
पावतीचे वर्णन
नांव: बिना राजेश शहा

दस्त हजर केल्याचा दिनांक :26/12/2006 10:26 AM
निष्पादनाचा दिनांक : 21/12/2006
दस्त हजर करणा-याची सही :

Beena R. Shah

30000 :नोंदणी फी
1180 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31180: एकूण

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 26/12/2006 10:26 AM
शिकका क्र. 2 ची वेळ : (फी) 26/12/2006 10:28 AM
शिकका क्र. 3 ची वेळ : (कबुली) 26/12/2006 10:30 AM
शिकका क्र. 4 ची वेळ : (ओळख) 26/12/2006 10:30 AM

दस्त नोंद केल्याचा दिनांक : 26/12/2006 10:30 AM

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्ताऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) चंद्रकांत पटेल , घर/फ्लॅट नं: 26 ऑनलुंकर

गल्ली/रस्ता: सर पी एम रोड

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: फोर्ट मुं

तालुका: -

पिन: -

2) लक्ष्मण सकपाळ , घर/फ्लॅट नं: वरीलप्रमाण

गल्ली/रस्ता: -

ईमारतीचे नाव: -

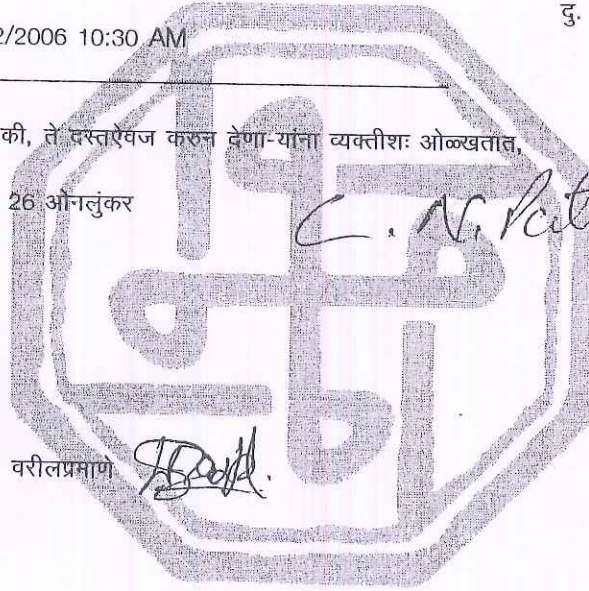
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)



प्रमाणित करण्यात येत की या
स्तामध्ये एकूण. पाने आहेत
दस्त क्रमांक १, बबई- १९-२४-२००६
मोदला
देनांक 26 DEC 2006

सह. दुय्यम निबंधक मुंबई शहर.
आपीलची सुनावणी करण्या खेरीज
निबंधकाचे सर्व अधिकार असलेला

@@@@@@@@@@@@@@@@@@@@
DATED THIS DAY OF AUGUST 2006
@@@@@@@@@@@@@@@@@@@@

POWER OF ATTORNEY

M/s. Shah Sanghavi
Advocates, Solicitors & Notary
Mittal Court A wing
11th Floor
Nariman Point
Mumbai 400 021
c3/11397(finetone)regpow/lk

17/11/17
2301

Price 1,75,00,000/-
135,00,000/-

DATED THIS DAY OF 2006
#####

**M/S. WEST AVENUE REALTORS PVT.
LTD.**

....PROMOTERS

AND

MRS. BEENA R. SHAH

AND

MR. RAJESH R. SHAH

.....FLAT PURCHASER/S

Scanned
11/03

0206
02

AGREEMENT

**M/S. SHAH & SANGHAVI
ADVOCATES SOLICITORS AND NOTARY
MITTAL COURT, A WING
NARIMAN POINT
MUMBAI 400 021.**