Prine Residency

[Khax]

Flat No. 501

PPD

10

1 Shri Sunil Raman Desai

27. Mrs. Homa Sunil Desoi

3. Mr. Rahul Sunil Desai

दुय्यम निवंधक: अंधेरी 1 (वांद्रा)

दरतक्रमांक व वर्ष: 5860/2007

Thursday, June 28, 2007

सूची क्र. दोन INDEX NO. II

भोदणी 63 म. Regn. 63 m.e.

11:27;38 AM

गावाचे नाव: बांद्रा

(1) विलेखाचा प्रकार, मोवदल्याचे स्वरूप भाडेपटटा व बाजारभाव (भाडेपटट्याच्या वावतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 8,000,000.00

बा.भा. रजं. 9,744,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 531/एफ वर्णनः रिाटीएस क्र. एफ/531 - सदिनका क्र. 502, 5या मजला, " प्राईम रेसीडेन्सी ". कारपार्किंग क्षेत्र - 11.15 चौरस मीटर, मासिक भाडे रु. 100/-

(3)क्षेत्रफळ

(1)109.66 चौरस मीटर वांधीय

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) प्राईम प्रॉपर्टी डेव्हलपर्स चे संचालक पदमसी सोनी तर्फ मुखत्यार अनिल साळवी --; घर/प्रलॅट नं: 101; 'ाल्ली/रस्ता: गुलमोहर रोड क्र. 1; ईमारतीचे जाय: सोनी हाऊस; ईमारत नं: -; पेठ/वसाहतः ग्लॉर क्र. ३४; शहर/गायः विलेपार्ले (प) ; तालुकाः -; पिनः ४९; पॅन नम्बरः AAGPS 1247 K .

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव

(1) सुनिल रामन दंसाई - -; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -: ईमारतीचे नाव: भावनगर हाऊस, 2रा मजला ; ईमारत नं: -; पेठ/वसाहत: प्लॉट क्र. २, रुईथा पार्क ; शहर/गाव: जूहू ; तालुका: -;पिन: 49; पॅन नम्बर: AESPD 3114 L .

व संपूर्ण पत्ता (7) दिनांक

नोंदणीचा

करून दिल्याचा 28/06/2007 28/06/2007

(9) अनुक्रमांक, खंड व पृष्ठ

5860 /2007

(10) गाजारभावाप्रमाणे मुद्रांक शुल्क

₹ 487200.00

(11) वाजारभावाप्रमाणे नोंदणी

₹ 30000.00

(12) शेरा

(8)

Page 1 of 1

SARITA REPORTS VERSION 5.2 19

Original नॉदणी ३९ म.

पावती क्र. : 5900

गावाचे नाव बांद्रा

28/06/2007

दस्तऐवजाचा अनुक्रमांक

वदर1 - 05859 -

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नावःसुनिल रामन देसाई - -

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (44)

880.00

. एकूण

30880.00

आपणास हा दस्त अंदाजे 11:34AM ह्या वेळेस मिळेल

दुय्यम् निंबधक अंधेरी 1 (बांद्रा)

बाजार मुल्यः ९७७५३३०० रु.

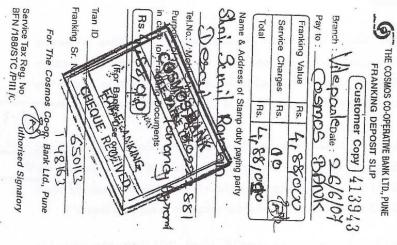
मोबदलाः 8000,800 हम्बम नियम् स्पर्न-१

भरलेले मुद्रांक शुल्क: 488000 रु.

मुंगरं च्यानगर जिल्हा-

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ता: बी ओ बी, मुं 72; डीडी/धनाकर्ष क्रमाक: 342454; रवकम: 30000 फ्र.; दिनांक: 25/06/2007



ने ॥ १० ७ TRANSFERABLE, H ERITABLE TENANCY AGREEMENT

THIS ARTICLE OF AGREEMENT entered into at Mumbai this of the Christian year Two Thousand and Seven.

Between

Shri Padamshi L Soni, of Mumbai, Indian Inhabitant, Sole Proprietor of Prime Property Developers, having his office at 101, Soni House, Plot No. 34, Gulmohar Road No. 1, J. V. P. D. Scheme, Vile Parle (W), Mumbai 400 049, hereinafter referred to as the "Owner" (which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators and assigns) of the ONE PART:

And

1. Shri. Sunil Raman Desai 2. Mrs. Hem Sunil Desai an Desai of Mumbai, Indian Inhabitant, residing at Bhaynagar Hou No-2, Ruia Park, Juhu, Mumbai- 400 040 hereinafter referred (which expression shall, unless it is repulfiant to the con brs and assigns) DES 114 be deemed to mean and include their heirs of the OTHER PART:

For The Cosmos Co-operative

Bank Ltd., Vile Parle Branch,

Mumbai

FISHY FIRST THOUSENED OF 50113 55W 26 2007

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बद्र-१

Authorised Signal Office 2-64/04

WHEREAS:

(i) The Laxmi Co-operative Housing Society Ltd, being a Society incorporated under the provisions of the Maharashtra Co-operative Societies Act, 1960 (hereinafter for brevity's sake called the 'Society') is possessed of various plots of land in Khar (West), Mumbai 400 052;

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- (ii) Late Shri Hiralal Maganlal Khandwala was a member of the Society holding 10 shares of the Society of the face value of Rs. 50/- (Rupees 17) Only) each bearing Distinctive Nos. 211 to 220 evidenced by Share Certificate No. 000022 (herein after referred to as the "said shares");
- (iii) By an Indenture of Lease dated 14th March, 1925 (hereinafter referred to as the "said Head Lease") made between the Society of the One Part and the late Shri Hiralal Maganlal Khandwala therein referred to as the "Tenant" of the Other Part, and duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 1533 on 14th August 1925, the Society demised unto the late Hiralal Manganlal Khandwala, a Plot being Plot No. 274 bearing City Survey No. E-531 situated at the Junction of 9th and 12th Roads, Khar (West), admeasuring 876.93 Square Meters in the then Suburban Scheme No. VII (Khar) of the then Development Department Bombay (hereinafter referred to as the "said plot of land") and is more particularly described in the Schedule hereunder written and on the terms, conditions, stipulations and covenants and subject to the payment of the lease rent as set out in the said Indenture of Lease;
- (iv) The said Hiralal M. Khandwala died in Mumbai on 1st April, 1978 leaving his married daughter, namely, Smt. Amibala S. Desai, as his only heir and next-of-kin according to the Hindu Succession Act, 1956 by which he was governed at the time of his death;
- (v) After the death [demise] of the said Shri Hiralal M. Khandwala, the Society transferred the said shares and the said Plot in the name of the said Smt. Amibala S. Desai as the lawful Owner and Lessee.
- (vi) The said Smt. Amibala S. Desai died on Quetober, 1984 leaving her husband Shri Shailen Hiralal Desai and one daughter Smt Vyoma Sa Nair (hereinafter called the "Assignors") and one the basis of the Affidavit of Assignor No. 1 made in the year 1985, the said Society transferred the said Shares and the said Plot in the joint names of the Assignors.

- (vii) In the premises the Assignors became absolutely seized and possessed or otherwise well and sufficiently entitled to the said plot of land bearing no. 274 and C. T. S. No. E-531 along with the building thereon known as "Sharda Kutir" comprising ground and one upper floor subject to two Tenants, Mr. Mody occupying the ground floor and Mr. Marfartia occupying the first floor of the building;
- (viii) Unless referred individually, the said shares, said plot of land building shall collectively be referred to as "the said property";
- (ix) The Society has by its Letter dated 1st January, 2005 given its consent to the assignment of the demised premises by the Assignors to the Assignee;

and said o

- (x) By a Deed of Assignment dated 20th January 2005, made and executed between the Assignors of the one part and the Owner of the other part, the Assignors did assign, transfer and assure unto to the Owner, all rights, liberties, privileges, easements and appurtenances whatsoever in respect of the said property in perpetuity for the consideration and on the terms and conditions therein contained;
- (xi) By an Agreement dated 15th December 2005, between the (1) Mrs. Manjula R. Mody and (2) Mr. Sanjay R. Mody of the one part (hereinafter referred to as "tenants") and Owner of the other part, the tenants have agreed to accept permanent accommodation on the 4th floor of the new building being flat No. 401, to be constructed by the Owner on the said plot of land in lieu of old premises on the ground floor in the said building Sharda Kutir;
- (xii) By an Agreement to Surrender Tenancy dated 25-02-2005 made between the Owner of the one part and Madanlal Babubhai Marfartia Karta and Manager of Madanlal Babubhai Marfatia Hindu Undivided Family of the other part, the said Madanlal Babubhai Marfatia has surrendered his monthly tenancy of the flat on 1st floor in favour of the Owner of the consideration and on the terms and condition contained therein.
- (xiii) In the circumstances, the Owner became the absolute Assignee of the said property as a Lessee thereof, more particularly described in the Schedulet hereunder written along with the structures standing thereop consisting ground and one upper floors and the said covered parking space;

- (xiv) In pursuance of the application made to the Additional Collector and Competent Authority, under provision of Urban Land (Ceiling & Regulation) Act, 1976, the Additional Collector & Competent Authority has granted its exemption Order being No. CO/ULC/D-III/22/ 8067 dated 25th August 2005. A copy of the said Order is annexed herewith as Annexure "A";
- the said plot of land is, subject to the terms and conditions of the said land is land the Bye laws of the said Society, clear and marketable and free from encumbrances and reasonable doubts and in this regard the Owner has obtained the title certificate dated 17th March 2005 issued by his Advocate and Solicitors, M. T. Miskita & Co. certifying the title of the Owner to the said plot of land. A copy of the said title certificate is annexed hereto and marked as Annexure "B".
- (xvi) In accordance with the terms and conditions of the said Indenture, the Owner is desirous of redeveloping the said plot of land by constructing a new building on the said plot of land consisting of stilt and eight upper floors with two residential flats on each floor. The name of the building is "Prime Residency" (hereinafter referred to as the "said building");
- (xvii) In accordance with the terms and conditions of the said Indenture and the said Bye laws, the Owner has applied to the said Society for its No-Objection Certificate (NOC) for the development of the said plot of land by constructing the said building thereon, which NOC has been granted by the said Society vide its letter dated 14.07.2005 for redevelopment of the said plot of land by consuming FSI available in respect of the said plot of land;
- (xviii) In accordance with the terms and conditions of the said Indenture and the said Bye laws, the Owner has applied to the said Society for its No-Objection Certificate (NOC) for the use of Transferable Development Rights (TDRs) on the said plot of land which NOC has been ranted by the said Society vide its letter dated 14th July 2005 for the use of TDR of the said plot of land. The Owner has further, acquired the Transferable Development Rights and loaded the same on to the said plot of land as a receiving plot so as to enable them to construct the artificional FSI.
- (xix) The Owner, has in accordance with the approval obtained from the said Society, prepared the building plans for the said building and got the said

building plans sanctioned and approved for construction of the said building in accordance with the sanctioned plans and IOD bearing No. CE/2043/WS/AH dated 10th February 2006 and commencement Certificates dated 14th March 2006 issued by the Municipal Corporation of Greater Mumbai (MCGM) in respect of the said building. The Owner has constructed stilts and upper floors and the construction work is in progress. The copies of the IOD, Commencement Certificate for the said uilding are annexed hereto and collectively marked as Annexure 'C'. The tenant has inspected the sanctioned and approved building plans for the said building. The Owner has thereafter commenced the construction of the said building in accordance with the sanctioned approved building plans of the said building;

- The Tenant has represented that they are Gujarati Hindu Vegetarian and (xx)are in need of residence / accommodation to be used by them for residential purposes only and at the request of the Tenant, the Owner has for the consideration specified herein, agreed to grant to the Tenant on monthly perpetual transferable, heritable and assignable tenancy basis the Flat No. 501 admeasuring 109.60 square meters i.e. 1180 square feet built up area on the 5th floor of the said building known as Prime Residency and One Car Parking Space as decided by the owner, will be provided for the exclusive use of the Tenant (hereinafter collectively referred to as "the tenanted premises"). The said tenanted premises are more particularly shown on the plan annexed hereto and thereon demarcated in red colour boundary line and marked Annexure "D". The tenanted premises are granted on the terms and conditions hereinafter appearing and which the Owner has represented to the Tenant they are authorized to let out in the manner hereinafter appearing;
- (xxi) The Owner has in consideration of payment of the Non-Refundable Premium by the Tenant to the Owner in respect of the tenanted premises agreed to create a monthly perpetual transferable, heritable and assignable tenancy, in favour of the said Tenant in respect of the said tenanted premises on the terms and conditions set out herein below;

(xxii) The Parties desire that the arrangement mutually arrived at between the Owner and the Tenant and the terms and conditions of the monthly perpetual transferable, heritable and assignable chancy is reduced to writing as under.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. It is agreed between the Parties hereto that the recitals contained hereinabove form an integral and operative part of this Agreement as if the same is specifically incorporated herein verbatim. The Owner hereby confirm the correctness of the recitals on the basis whereof the Tenant has agreed to accept the tenancy and execute this document.

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- 2. The Owner hereby agree to let to the Tenant on monthly perpetual transferable, heritable and assignable tenancy basis on the monthly rent of Rs. 100/- (Rupees One Hundred Only) (hereinafter referred to "the monthly rent") to be paid to the Owner on or before the 10th day of every month beginning from the date of obtaining the Occupancy Certificate or date of possession, or 1st April 2007, whichever is earliest, in respect of the said tenanted premises being the Flat No. 501 admeasuring 109.60 square meters i.e. 1180 square feet built up area on the 5th floor of the said building known as Prime Residency and one Car Parking Space for the exclusive use of the Tenant (hereinafter collectively referred to as the "tenanted premises"). The said tenanted premises is more particularly shown on the plan annexed hereto and thereon demarcated in red colour boundary line and marked Annexure "D" and are subject to and in accordance with the terms and conditions of the said Indenture and the said Bye-laws.
- 3. The Tenant has paid to the Owner a lump sum of Rs,80,00,000/-(Rupees Eighty Lacs Only) by way of Non-Refundable Premium for procuring tena-ncy rights in favour of the Tenant in respect of the said tenanted premises, which are both transferable and heritable. The said amount of Rs 80,00,000/-(Rupees Eighty Lacs Only) will be payable by the Tenant to the Owner as under:

i) Rs. 10,00,000/- (Rupees Ten Lacs Only) has already been paid by the tenant by cheque no. 921358 dated 31 May 2007, drawn State Bank of India, Vile Parle Branch, payment and receipt whereon the owner don't hereby admit and acknowledge;

ii) Rs. 70,00,000/- (Rupees Seventy Lacs payable on or before the 7 July 2007.

Time as to payment of the aforesaid amount shall be of the contract. Only on receipt of full payment of the said amount by the Owner

(Only)

from the Tenant in the manner as provided for hereinabove, shall the Owner issue rent receipt to the Tenant in respect of the tenanted premises.

If the Tenant commits default in payment of any of the installments aforesaid on their respective due dates (payment on time being the essence of the contract) and/or if the Tenant /s commits any default under this agreement and if the default continues in spite of 15 days notice in writing sent by the Owner to the Tenant, the Owner shall be at liberty to terminate this agreement in which event, the said advance or earnest money paid as also the installments and payments made by the Tenant to the Owner until O that time shall stand forfeited. Upon termination of these presents the Owner shall be free to deal with and dispose off the said tenanted premises in such manner as it may deem it and the Tenant shall not be entitled to question such transfer or to claim any amount from the Owner.

Without prejudice to the aforesaid, the Owner may at its absolute discretion accept payment with interest at the rate of 18% per annum on the amounts of installments in respect whereof a delay/default has been committed by the Tenant for the delayed period. However this will not amount to waiver of any right or authority of the Owner including the right of the Owner to terminate the agreement and forfeit the money paid by the tenant to the Owner nor will the same amount to waiver of specific condition that payment on time is the essence of the contract.

4. The Owner has informed the Tenant that the tenanted premises shall be ready for occupation and shall be ready and willing to handover the possession of the said tenanted premises and the Tenant has upon such representation of the owner requested to the Owner that it shall take the possession of the said tenanted premises on or before 31st March 2007. The Owner has agreed that it shall handover the possession of the said tenanted premises to the Tenant on or before -------provided the Tenant has paid to the Owner inter-alia the non-refundable premium as mentioned in Clause 3 above and all such other amounts as mentioned in this agreement hereinbelow.

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5. The said tenancy in respect of the said tenanted premises shall without any further act or deed required to be done or performed on the part of the Owner, be deemed to commence from ------and the Tenant shall be entitled to use and occupy the said tenanted premises as the Tenant thereof without any obstruction or hindrance from any person/s in any manner the soever. The said tenancy created under this Agreement shall be irrevocable save and accept a hereinafter provided and the Tenant shall use and occupy the said tenanted

I coun) His. B PSD premises as the monthly tenant of the Owner in respect of the said tenanted premises.

6. Upon delivery of possession of the said tenanted premises by the Tenant as herein above mentioned, the Tenant shall be entitled to use and occupy the said tenanted premises as the monthly Tenant of the Owner without any claim of whatsoever nature being made by the Tenant at any time on the ownership rights to the said tenanted premises and/or the said building or any part thereof. Save and except unrestricted rights in respect of the said tenanted and car parking spaces premises, the Tenant shall have no right, title and interest of whatsoever nature in the said plot of land and / or the said building or any part thereof.

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The Tenant, individually and collectively is limited and restricted to the extent of the area of the said tenanted premises and nothing more and that all the open spaces, terraces, stilts, common areas, staircase, lift lobby, entrance lobby etc. shall belong to the Owner solely. Further, in the event if any other benefit arises from the said Plot, now or at anytime in future, then the same shall belong exclusively to the Owner and nobody else. It is further agreed that the Owner will be entitled to carry out further construction on the said Plot and/or the said Building (by way of vertical extension or horizontal extension), without any recourse to the Tenant. If for any reason or under any law for the time being in force a specific permission/No Objection Certificate is required to be taken from the Tenant, then the Tenant hereby grants his / her irrevocable consent/no-objection, now and in future. Provided however that such construction shall not prejudicially affect the said tenanted Premises and car parking space.

8. The Tenant has on or before execution hereof, paid to the said Owner a lumpsum amount of Rs 50,000/- (Rupees Fifty Thousand only) as and by way of deposit re-imbursement of the expenses that have been incurred by the Owner and/or that have become payable and/or that shall become payable by the Owner to MCGM and to various authorities whether by way of security deposit, development charges, betterment charges, in connection with the building approvals, permissions, sanctions, completion certificates New Building and/or becomes payable to the State Government, or an authority and/or becomes payable to MCGM, BSES Ltd, Tata Power, Reliance and / or any such concerned authorities for the purpose of getting water connection, drainage connection, electric connection, cost of substation, cost of main electric cables and of any other tax or payment of a similar nature as also costs incurred by the Owner in

#5.2 70 respect of servants toilet, bore wells, additional tank for storage of water, other facilities that would be provided. The charges referred to above are generally referred to as "charges for Development and Betterment facilities". The said charges for Development and Betterment facilities are non-refundable. The said charges for Development and Betterment facilities are over and above any other charges payable by the Tenant to the Building Owner / Owner. The Owner has explained to the Tenant and also shown an account of the amount spent / to be spent on the said Development and Betterment facilities and the Tenant has accepted and satisfied himself/herself about the account and that the said charges for Development and Betterment facilities are expended. The Tenant surther confirms that he shall not ask any further queries/questions to the Owner in respect of the said charges for Development and Betterment facilities and neither shall the Tenant call upon the Owner to submit any account of the said charges for Development and Betterment facilities.

- 9. The Tenant shall, as agreed to hereinabove, pay to the Building Owner monthly rent of Rs.100/- for the said tenanted premises as net monthly rent payable on or before the 10th day of each calendar month. In addition to the monthly rent, the Tenant shall be liable to pay to the Owner/Association of the Tenants as the case may be proportionately for all payments, rates, municipal taxes and outgoings in respect of the said tenanted premises (hereinafter referred to as "the monthly outgoings"). The said monthly outgoings shall be used for paying the outgoings for the said building including
 - Municipal rent, rates and taxes such as water charges, electricity charges, cess, levy, revenue N A taxes;
 - (ii) Charges payable either to the Municipal Corporation or to a private supplier for consumption of water;
 - (iii) Charges payable to companies/authorities supplying electricity for pumping of water, lighting in the compound, lift, passages, air conditioned lobby and for any other purpose for which electricity is consumed for day to day maintenance;
 - (iv) Property tax payable to the Municipal Corporation of Mumbai or any levy, duty, cess payable to the Corporation State Government or any other body from tigits to time;
 - (v) Cost of appointing Security;
 - (vi) Cost of repairing and maintaining the lift;

- (vii) Cost of keeping the New Building clean and free from dirt and rubbish;
- (viii) Cost of services availed from sweeper, cleaner etc.
- (ix) Maintaining and repairing the common areas.
- (x) Maintaining and repairing the common toilets meant for the servants, watchman, drivers etc.

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- (xi) The expenses of maintaining, repairing, improving, replacing, cleaning, lighting, the building and in particular the gutters, water pipes and the entire plumbing and electrical installation and systems in under or upon the said building and the main entrances, passages, landings and staircases of the building and the boundary walls, compounds, etc. of the said building;
- (xii) The cost of cleaning and lighting the passages, landing, staircases and other parts of the said building in which the said tenanted premises are located.
- (xiii) The cost of maintaining the exterior of the said building.
- (xiv) The salaries of clerks, bill collectors etc.
- (xv) The cost of maintenance of water pumps and other installations
- (xvi) Insurance of the said building.
- (xvii) Such other expenses necessary or incidental for the administration, maintenance and upkeep of the said building

At the time of occupation / possession, the tenant will keep Rs. 1,20,000/-(Rupees One Lac Twenty Thousand Only) as an Advance Deposit to be adjusted towards the above maintenance charges. The said monthly outgoing proportionate amount payable by the Tenant as stated hereinabove shall be in the ratio as the built-up area of the said tenanted premises occupied by the Tenant proportionate to the total built-up area of all the flats in the said building. The amount of monthly outgoings shall be paid by the Tenant to the Coner/Association of tenants as the case may be, on or before the 10th of each and every calendar month on receiving in advance a written demand from the Owner. Further, the tenancy of the Tenant or his / her / their transferee / assignee / legatee in the said tenanted premises shall be terminable by the Owner and his helds, exceeding,

administrators and assigns for non-payment of monthly rent and the monthly outgoings including municipal rates and taxes as specified in clause 9 of this Agreement for six consecutive months provided such monthly rent, monthly outgoings, municipal rates and taxes shall remain in arrears for six calendar months after the Tenant shall have received from the Owner notice in writing requiring payment of such monthly rent, monthly outgoings and municipal rates and taxes as shall have been in arrears. If the Tenants fail to pay the monthly rent as well as his share of municipal taxes and said monthly outgoings as section wherein above on or before the respective dues dates, without prejudice to the rights of the Owner as stated above, the Tenant shall be liable to pay interest on the defaulted amount at the rate of 18% per annum on the amount outstanding from the day it has become due to the date of payment.

- 11. It is agreed between the parties hereto that if there is any increase in any type of outgoing payable in respect of the said tenanted premises to any Central, State and/or local authority and/or to any other body or bodies or person or persons, the same shall be borne and paid by the Tenant only.
- 12. In the event, if the Owner is called upon to pay any charges in respect of the said building or the said tenanted premises then the Tenant shall reimburse and make good to the Owner his proportionate share towards such cost/charges.
- 13. The amenities specifications agreed to be provided by the Owner in the said tenanted premises are set out in the Annexure "E".
- 14. Notwithstanding the provisions of the Maharashtra Rent Control Act, 1999 or any modification or re-enactment thereto, it is hereby agreed that the Tenant shall from the date of commencement of the tenancy of the said tenanted premises use, occupy, possess and enjoy the said tenanted premises as monthly tenant thereof and shall continue to enjoy the tenancy rights in respect of the said tenanted premises so long as he / she/ they shall comply with all the terms and conditions of this Agreement, the said Indenture and the said Bye-laws of the said Society and the Owner shall not terminate or determine the tenancy rights of the Tenant in respect of the said tenanted premises at any time hereinafter or adopt any proceedings or take any steps to vacate the Tenant from the said tenanted premises on any ground, save and except by reason of any of the terms and conditions of the said Indenture and the said Bye-laws and non-payment of the monthly rent and other outgoing and taxes by the Tenan agreed to be paid as per the clause 11 herein above. Subject to the accession tenancy of the Tenant in respect of the said tenanted prairies shall be irreforme transferable and heritable even if the protection given to the Fenan

#.S. \$ Par Maharashtra Rent Control Acts or any modification or any re-enactment thereto is removed by any of the legislature.

- 15. As per the Bye-laws of the said Society, all the occupants of the tenanted premises of the said building constructed on the said plot of land have to adhere to the said Bye-laws and other rules and regulations framed by the said Society. The Tenant hereby confirms that he/she has gone through the said Byelaws and agrees and undertakes to abide by the same at all times and comply with all the rules and regulations, till he/she occupies the said tenanted premises and has interest therein and that the Tenant shall not do anything which would jeopardize the interest of the Owner and other tenants/occupants of the tenements in the said building.
- 16. In the event the Tenant and / or his / their transferee / assignee / legatee commits a breach of any of the terms and conditions of this Agreement, the said Indenture and any of the rules, regulations and Bye-laws of the said Society, the Owner shall be entitled to terminate the tenancy if the Tenant fails to rectify such breach even after expiration of a period of six months from the receipt of the notice from the Owner calling upon the Tenant to rectify such breach and as also be authorized to take necessary action in the interests of the other Tenants and Association or as laid under the provisions of the Bye-laws of the said Society.
- 17. The Tenant further undertakes to indemnify and keep indemnified the Owner and other Tenants/occupants of the tenements in the said building, against any damages or losses caused to them due to the non-compliance of the Bye-laws, rules and regulations of the said Society by the said Tenant or any member of her family or any person occupying the said tenanted premises.
- 18. The Tenant himself/herself/themselves with intention to bring all persons into whomsoever hands the said tenanted premises may come, doth hereby covenant with the Owner and expressly confirms, declares, agrees and represents that the Tenant:
- Shall use the said tenanted premises for residential purposes and for no other purpose;
- (ii) Shall not do or cause to be done any act which may cause nuisance or annoyance to any other tenants/occupants of the said building or to the owners or occupiers of the adjuning premises and observe all the rules and regulations of the said Lague Co-operative Housing Society Limited and of the Association formed to the Tenants of the said building;

- (iii) Shall from the date of occupation of the said tenanted premises by them, pay the monthly rent and the monthly outgoings hereby reserved on the days and in the manner set out herein. If the Tenant fails to make payment of the monthly rent and the monthly outgoings on the due date thereof then interest at the rate of 12% per annum shall be paid from the date of default till payment thereof without prejudice to the rights of the Owner under the relevant provisions of law;
- (iv) Shall keep the said tenanted premises in good and tenantable repairs and not allow any leakage of water therefrom to the inside or outside valls of the said building and shall not do or omit to do anything which would cause nuisance or disturbance or spoil the environment (including but not limited to by throwing dirt or refuge or by creating noise) to the Owner or the other tenants/occupants of the said building;
- (v) The Tenant shall be entitled to carry out all repairs, renovations and changes in the internal layout of the said tenanted premises at his / her/ their own costs and expenses and shall also be entitled to carry out alterations, improvements and/or modifications to the interior of the said tenanted premises, which shall not be of structural nature. Further the Tenant may carry out any changes not of structural nature with the prior permission, sanction and approval of the MCGM and all other concerned authorities (if required). PROVIDED HOWEVER, THAT such alteration shall in no way consume any additional FSI or damage the RCC frame work, cover any common area or change the elevation of the said New Building. The Tenant Shall not put up any neon sign and/or hoarding outside the tenanted premises or anywhere else on the said building;
- (vi) Shall not store any goods, articles, things of hazardous, inflammable or combustible nature;
- (vii) Shall not enter upon and/or use for any purpose the terraces of the said building;
- (viii) Shall acknowledge that the Owner would be entitled to put up additional construction by use of the available E.S.I. that may be available hereafter in respect of the said land or by using Transferable Develop Entitle or by use of any benefit available under the Development plan

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and/or the Development Control Regulations prevailing from time to time;

- Shall not cook and prepare upon the said tenanted premises any nonvegetarian foods of any kind;
- (x) Shall ensure that the user of the said tenanted premises will be a Gujarati, Hindu, Vegetarian at present and in future transfers;
- (xi) Shall not do any act so as to in any manner affect or alter the elevation; façade of the said building including without limitation the elevation boxes, ramp terraces, flower boxes, the pergola, dry balcony or by installing the air conditioner at a place other than specifically provided for installation of air conditioner;

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- (xii) Shall co-operate with the Owner and thereafter with the Association if any, that may be formed of various tenants of the said building to keep and maintain the said tenanted premises and the said building thereon with highest standards of maintenance and hygiene so that the said building continues to be recognized as a first class building;
- (xiii) Shall on every transfer introduce the transferees /assignees to the Owner and to the said Association. The Tenant shall forward a certified copy of the agreement that may be entered into for such purpose and inform the Owner regarding the terms and conditions on which such transfer has been done and shall ensure that the transferee/assignee shall be bound by the terms and conditions of this agreement and also bind the transferee/assignee to all the undertakings / covenants stated herein and as may be decided by the said Association;
- (xiv) That he / she and his / her, their agents, servants, person inducted by him or any person residing with him shall not create any nuisance or annoyance to the occupants of the said building or all and tenanted premises to be used for illegal or immoral purposes. The visitors are the guests of the Tenant shall not be entitled to brightheir vehicles in the open compound of the said building and park the said.
- (xv) Shall allow and permit the Owner and their Servar's and/or agents to ther upon the said tenanted premises for the purpose of taking any water line, sewer line, electric connection at all reasonable times after due notice without any obstruction or objection;

- (xvi) Shall not be entitled to store any goods or belongings outside the main door of the said tenanted premises on the staircase, landing and lift;
- (xvii) Shall pay such increased amount of taxes, outgoings and charges as may be reasonably worked out and demanded by the Building Owner every month without any delay or default;
- (xviii) Shall also be liable to pay prorata contribution for /upkeep/repairing and maintenance as may be mutually agreed and Tenant;
- (xix) Shall subject to observing and performing the terms, conditions and covenants herein contained and making regular payment of the monthly rent, outgoings and taxes and charges and the full payment of amounts specified herein, the Tenant, his family, his assigns, transferees, nominees, servants and agents shall be entitled to use and occupy the said tenanted premises and enjoy the same, in perpetuity, subject to compliance of all the terms and conditions of this Agreement, the said Indenture and the said
- 18. The Owner hereby confirm, declare, agree and represent that:

Bye-laws;

- (a) The Owner has good right, full power and absolute authority to enter into this Agreement and let out the said tenanted premises as and by way of monthly perpetual transferable tenancy to the Tenant as herein provided;
- (b) The said tenanted premises is free from all encumbrances, mortgage, charges, liens whatsoever and has not been assigned, transferred, leased to any person and there is no tenancy subsisting or existing in respect of the same and there shall be no encumbrances created on the same nor shall the said tenanted premises be assigned, transferred or let out to any person and the Tenant shall have full right and authority to transfer the said tenanted premises in the manner as stated herein to any person as he/she deems fit;
- (c) The Owner hereby covenants with the Tenant that on the Tenant baying the rent, outgoings and municipal rates and these as hereby reserved the performing and observing the several covenants and conditions of his / their part herein contained, the Tenant shall be entitled in the performing and peaceably use, occupy, hold and enjoy on monthly tenancy basis the said tenanted premises at all times without interruption by the Owner and/or agents and/or assigns and/or servants and representatives or by person/s

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rightfully claiming under or in trust for him / them and that this tenancy shall be irrevocably notwithstanding any amendment / re-enactment to the Maharashtra Rent Control Act;

- (d) The Tenant shall be entitled to bring and install in the said tenanted premises from time to time such furniture, fittings and fixtures in tuning any cupboards, fans, lights, electrical and electronic fittings, sanitary fittings, telephone and cable connections and other articles and things as may be required by the Tenant;
- (e) The Tenant shall whenever required be entitled to change the electric or sanitary fittings and install extra electric points in the said tenanted premises without obtaining the sanction or permission of the Owner,
- The Tenant at his / their own risk and responsibility is / are free to borrow (f) Housing Loan from any Financial Institution, Bank, Organization or person/s by mortgaging / pledging / creating lien over the tenancy rights of the Tenant in respect of the tenanted premises. However, such loan should be strictly personal and the repayment of the loan, interest and other charges on such loan shall be sole responsibility of the Tenant availing such loan. Since the Tenant has paid the full consideration as payable under this Agreement and has taken possession of the tenanted premises, the recourse available to the financial institution due to non-payment of the loan by the Tenant would be restricted only to the Tenant's right in respect of the tenanted premises and to the Tenant personally and not to the said Plot, the said building or any of the other premises in the said Building or other assets belonging to the Building Owner and/or the Owner, Moreover the Tenant agrees and undertakes that they will not be permitted to transfer, assign or in any other way/manner deal with the said tenanted premises prejudicial to the interest of the aforesaid banks/ financial institutions/mortgagee without the prior written consent of the aforesaid banks/financial institution/mortgagee;

(g) The Owner or such prospective tenant/s of such tenanted premises with the terraces attached to the tenanted premises shall be dely responsible to maintain and repair the same at their own costs and out of their own funds:

(h) The Owner will form the Association of Tenants / tenanted premises, for the purpose of maintaining the facilities of the said building item tenants shall be entitled to become member of the said Association, subject to the payment of all costs incurred for forming the same and shall

+1.3.8 +1.3.8 abide by the rules and regulations of the said Association as and when formed in future;

- (i) If by fire, enemy action, earthquake, tempest or flood or any other natural calamity or violence of any army or of a mob or other irresistible force any material part of the said tenanted premises is wholly destroyed or rendered substantially and permanently unfit for the purpose of residence of them in that event the rights of the Tenant shall not be lost and or extinguished and in such event, the Tenant shall be entitled to reconstruct the said tenanted premises at its own cost and expenses and use the same for his / their use and occupation and enjoyment on the same terms and conditions as are set out herein;
- 19. It is agreed by and between the parties hereto that the Owner shall be entitled to mortgage the said plot of land together with the building known as Prime Residency to be constructed thereon in favour of any financial institution, banks, or any other persons for financial assistance availed of by the Owner provided that such mortgage or charge shall in no manner whatsoever, affect the rights of the Tenant in respect of the said tenanted premises under this Agreement.
- 20. It is agreed between the parties that in the event of any fire, tempest, enemy action, floods, earthquakes or any other natural calamities resulting in the destruction of the building or render subsequently and permanently unfit for the purpose of residence, in which the said tenanted premises/premise is situated, then the rights of the Tenant in the said tenanted premises shall not be affected in any manner whatsoever and the Tenant along with other tenants of the said building shall be entitled to reconstruct the building and upon reconstruction of the said building the rights in respect of the said tenanted premises, limited to the extent of the size of the said tenanted premises shall continue /revive and the same shall not revert to the Owner or the Society. Provided however that the Tenant has paid the proportionate cost of reconstruction and development of such new tenanted premises in the New Building, in advance.
- 21. The Tenant shall allow the Owner and their Surveyors are agents with or without workmen and others at all reasonable times after due notice, to enter into and upon the said tenanted premises or any part thereof for the purpose of making, maintaining, repairing, improving, replacing re-bunking, cleaning, lighting and keeping in order and good condition the said infrastructural confidences as also services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to or serving the said tenanted premises or the said building in which the said tenanted premises are

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located and for the purpose of laying down, maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes at a reasonable time.

22. The tenancy agreed to be granted hereunder shall be freely heritable, assignable and transferable by the Tenant and the Owner shall not unreasonably object to the same, as long as the Tenant acts in accordance with the saids Indenture and the Bye-laws of the said Society. It is agreed that at the ime of transfer of tenancy in respect of the said tenanted premises, no consent of the Owner will be required and it is further agreed that the Building Owner shall-not be entitled to charge any premium or fee or charges of any nature whatsoever, for transfer of such Tenancy either from the outgoing Tenant or the new incoming Tenant. The Owner shall not object to the Tenant letting, sub-letting or giving the said tenanted premises on leave and license basis and/or parting with possession of the said Premises to any person provided such tenant / sub-tenant or license is a respectable Gujarati, Hindu Vegetarian and is otherwise qualified in accordance with the Bye-laws of the said Society. Subject to the aforesaid, the Tenant shall be entitled to let, sub-let or give on leave and license basis the said tenanted premises on such terms and conditions for such consideration i.e. rent / license fee (which may be higher than the rent of the said tenanted premises as payable to the Owner as herein provided) and / or premium as the Tenant may at his / their absolute discretion deem fit. PROVIDED THAT, if on account of such letting, sub-letting or permitting the said tenement to be used on leave and license basis, there is any increase in Municipal Taxes or any other outgoings then such increase shall be borne and paid by the Tenant alone. PROVIDED HOWEVER THAT, notwithstanding any sub-letting or giving on leave and license, the Tenant alone will continue to be liable to or responsible for the payment of rent, municipal rates and taxes and other outgoings payable to the Owner in pursuance hereof as specifically provided for in this Agreement. PROVIDED HOWEVER THAT, in the event of the transfer / assignment / bequest of the tenancy by the Tenant in respect of the tenanted premises in pursuance of the rights reserved to him / her / them hereunder, all the rights and liabilities of the Tenant hereunder the rights the rights of transfer of tenancy) shall automatically stand transferred to such transferee and / or assignee and / or legatee and in that ever such trail the assignee and/or legatee shall become the direct termin in favourtransferee / assignee / legatee and to each successive transferee / assignee / transferee / transfe of the said tenanted premises and such transferees / assigned tegated sa bound by the terms and conditions of this Agreement and shall he rights in respect of the said tenanted premises and shall be subject to the same obligation as of the Tenant herein. The consent and authority granted herein to

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the tenant or his / her / their successive transferees to let, sublet the said tenanted premises and/or to further assign the tenancy shall always be irrevocable.

- 23. The parties hereby agree and undertake to act and appear before the concerned sub-Registrar of Assurances or any other authority duly empowered to register this Agreement and to lodge the same for registration and admit execution thereof and to do all other things which in the opinion of the Owner is necessary to be done and to sign and execute and to get registered all such deeds and to submit such forms, declarations, No-Objection certificates.
- 24. The Tenant shall be entitled to bequeath the Transferable Tenancy Rights in respect of the said tenanted premises to such person/s as he may desire, subject to such beneficiary complying with the other terms of this Agreement and the Bye-laws of the said society.
- The Tenant hereby agrees and undertakes to become a member of the 25. association that may be formed by the Owner along with the other Tenants of the flats in the said building known as "Prime Residency Tenants Maintenance Association" in order to maintain the water pumps, lifts, cleaning, security and other services of the said building. Further, the Tenant hereby agrees and undertakes that on or before taking the possession of the said Tenanted premises he shall accept, endorse and agree to the Rules, Regulations governing the working of the said Prime Residency Tenants Maintenance Association that would be framed and finalized by the Owner. The Owner shall also become a member of the association which will collect all outgoings and service charges from the Tenant in the said building and the Tenant agrees to pay his / her / their proportionate share in the same to such association when formed. The said association shall help the Owner to look after the lifts, water pumps, electric fittings and machine and water meters and also to run, maintain and repair the same and keep the same in good working order and condition. The Owner shall also contribute proportionately towards such maintenance and repair in respect of the premises in the said building retained by him.
- 26. All repairs (including heavy repairs) to the said building and be carried, out by all the Tenants of the said building and the Owner, each one contributing to the costs of such repairs in proportion in which the built-up area of the premises held by him / her / them shall bear to the total built up area of the said building it is expressly agreed by and between the parties hereto that the Maintenance Corpus and the income there from shall not be disturbed or used for any reach whatsoever.

27. The Owner shall insure the said building against all possible risk as may be permitted. The insurance premium in respect thereof shall be borne and paid by the Tenant proportionately with at one; occupants of the said building. In the event of any damage to the said building and after conving reimbursement of claim proceeds from the Insurance Company, the Oran r shall proportionately reimburse the claim proceeds to the respective Tenants.

- 28. The Stamp Duty and Registron pharess of any, payable in respect afthis transferable tenancy agreement shall be borne and paid by the Tenant alone.
- 29. Any delay or indulgence shown by the Owner in enforcing the terms of this agreement or any forbearance or giving of time to the Tenant by the Owner shall not be construed as a waiver on the part of the Owner of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Owner.
- 30. The said building shall be known as "Prime Residency" and the name of the building shall not be changed in perpetuity.
- 31. If any notice is required to be given by any of the parties hereto to each other, the same will be sent by registered post A/D at the address mentioned herein below and the same shall be sufficient notice to the parties hereto. Any change of address of any of the Parties hereto shall be notified in writing by registered post A/D at the address of the other parties mentioned hereinabove. For the said purpose the address of the Parties is set out herein below.

Address of the Owner:

101, Soni House, Plot No. 34, Gulmohar Road No. 1, JVPD Scheme, Vile Parle (W), Mumbai 400 049.

Address of the Tenant:

Bhavnagar House, 2nd Floor, Plot No-2, Ruia Park, Juhu, Mumbai 400 049.

- 32. The Courts in Mumbai alone shall have exclusive jurisdiction in respect of any matters arising out of this Agreement.
- 33. This Agreement shall be binding on the heirs, executors, administrators and assignees of the Owner and the Tenant and the Owner as also each successive transferee / assignee / legatee .of the Owner and the Tenant.

For the purposes of this transaction, the details of the PAN of the Owner and the Tenant are as follows:

(a) Owner's PAN

Shri Padamshi L. Soni

AAGPS1247K AESPD3114L

Tenant's PAN: 1.Shri Sunil Raman Desai

2.Mrs. Hema Sunil Desai

3.Mr. Rahul Sunil Desai

AADPD9228L

AIKPD6559P

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The Tenant hereby declares that he has gone through this Agreement and all the documents related to the said property and the said tenanted premises and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement.

The Tenant shall be liable to pay all the charges including service charges in respect of the tenanted premises and incidental thereto.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents and duplicate hereof on the day and the year First hereinabove written.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

All that pieces or parcel of leasehold land being Plot No. 274 bearing City Survey No. E-531 situated at the Junction of 9th and 12th Roads, Khar (West), admeasuring 876.93 Square Meters in the then Suburban Scheme No. VII (Khar) of the then Development Department Bombay and bounded as follows:

On or towards the NORTH : By the existing 9th Road.

On or towards the SOUTH : By the property bearing CTS No. E/527.

On or towards the EAST

: By the Property bearing CTS No. E/530.

On or towards the WEST

: By the 12th Road.



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Vithin named "Owner"]		
Ar. P. L. Soni	1		
Sole proprietor of Prime Prope	erty].	FOR PRIME PROPERTY	Y DEVE : PERS
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Shri Sunil Raman Desai	1	Simil R. Many	1 8000
Mrs. Hema Sunil Desai	1 -	Hemai S.	Deri
3.Mr. Rahul Sunil Desai n the presence of :] <	Rahul Da	sai



ANNEXURE 'E'

RECEIPT

Received with thanks a sum of Rs. 80,00,000/- (Rupees Eighty Lacs Only) UCD 3 as part payment for Flat No. 501 at "The Laxmi Co-operative Housing Society"
Ltd." building, 9th & 12th Road Junction, Khar (W) Mumbai 400 051, Rome 1. Shri.Sunil Raman Desai 2. Mrs. Hema Sunil Desai 3. Rahul Sunil Desai

Sr			Cheque		
No	Name	Date	No	Bank Name	Amount
1	Sunil Raman Desai	31.05.07	921358	State Bank of India,	10,00,000.00

2.

Net Received

I SAY RECEIVED

(OWNER)



scanned 11.36

Dated this day of 200°

P. L. Soni

..... Owner

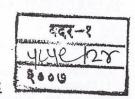
AND

- 1. Shri. Sunil Raman Desai
- 2. Mrs. Hema Sunil Desai
- 3. Mr. Rahul Sunil Desai

TRANSFERABLE, HERITABLE,
ASSIGNABLE TENANCY
AGREEMENT

Annexure 'E'

COMMON AMENITIES:



Structure: The RCC Structure of the Building has been designed for Earthquake Resistance as per seismic zone III

Flooring: Spacious living, dining and bedrooms with marble / imported tiles flooring

<u>Kitchen</u>: Granite cooking platform with stainless steel sink, Dado with designer tiles

Bath-Cum-W.C.: Jacquar Toilet fittings with designer tiles

Doors: Wooden flush door with Melamine polish.

Windows: Anodised aluminium sliding windows

Electrical: Concealed wiring

Plumbing: Concealed plumbing

Walls and Paints: Smooth POP wall finish with quality paint

Lifts: 2 Schindler Automatic Lifts

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the "Additional Collector & C.A... J.L.C. Brihanmumbi

5th floor. Administrative Bldg. M.S.D.Govt.Colony, Bandra (East) Mumba No.C/ULC/D/III/22 / 8067 Date : 25/

 $C = \{ (1, 2) \mid i \in \mathbb{N} \mid i \in \mathbb{N} \mid i \in \mathbb{N} \mid i \in \mathbb{N} \}$ Shri. Shailon H. Desai and others (Lessee) C/o.Shri. P.L.Soni C/o. Shri. Taranath Shetty (Architect) 1 Popular Apartment Tagore Road Santacruz (W) Mumbai 400054 in 1 1 mile ...

Sub: Permission for redevelopment of property bearing CTS, No. E 7551 of village Bandra (W) Taluka Andheri in MSD

5/12

A Please refer to your Architect's letter No. NIL dated 10/8/2003 seeking permission for redevelopment of the above mentioned property.

At this stage, the land is non vacant and within the meaning of the U.L.(C&R) Act, 1976 because it is built up with ONE structures which containing One dwelling unit. The calculation of plinth area, land appurtenant, additional land appurtenant etc. show that the land is non vacant to the extent of \$77.90 Sq. Mirs (Eight hundred seventy seven point ninety Sq.Mirs) excluding area under road, set back to the extent of NIL Sq.Mirs.

Thus, the question of permission under section 22 of the ULC Act 2976, in your case can be considered only when the land becomes vacant after all the structures are deniolished with the consent of the existing occupants /tenants of the premises and the proposed Hulding has heen constructed as per approved plans and is on the verge of completion. The order under Sec. 22 with permission to retain the above land usually contains the following conditions:

- 1... The letter of indent and permission under sec 22 shall be subject to the applicant's producing proof regarding the title of ownership of the land, possession, area and user thereof. The Municipal Corporation of Greater Mumbai should verify the same before issuing IOD/C.C.
 - 2. The permission is operative for redeveloping the property in accordance with the provision of D.C.Regulation in force.
 - 3. The maximum size of the tenements should be 120 Sq.Mtrs plinth area
 - arra eli maio co la 4. Not more than one dwelling unit shall be sold allowed to one family.
 - .Existing tenants/occupants shall be rehabilitated by you in the redevelopment scheme. You should submit the names and number of tenants/occupants of the structure. The area occupied by each of them the alternative proposed by you and the agreement entered in to with each of the tenants by you to this office. Municipal Corporation of Greater Mumbai to ensure rehabilitation of existing tenants/occupants as per their rules.
 - Form No. VI prescribed in rule No.12 w/s22 of the Act, shall be filed within a period of three months from the demolition of the existing structures. Question are suning regular order u/s.22 for the land falling vacant due to demolition of structures will be constituted only after the existing structures are demolished and proposed building has been constituted as per approved plans and is on the verge of completion

7 The construction work of redevelopment shall be completed within the from the date of issue of this letter of intent.

"# Plant Command Committee of the state of t

- The holder will not atilize the HSI of the structures, which are not demolished.
- 9. This letter of intent is valid for the period of five years from the date of its issue and would be lapsed automatically, if work is not commenced within the specified period. As area admeasuring 1877.90 Sq.Mirs. ("Eight" hundred seventy sevent point ninely Sq.Mira) excluding area under road set back to the extent of NIL Sq.Mira is non vacant land retainable by the land holder within the meaning of U.I. (C&R)Act, 1976.
- 10. You should obtain No Objection Certificate for further CC above plinth level from this office by submitting all tenants agreements.
- TI. That you have to submit P.R.Card deleting name of Shailen Desai and Vyomo Nair and in the same of present owners i.e. Shri. P.L. Soni to this office before Formal Order.
- 13 Chat you have to obtain No Objection Certificate from the lessor Chairman Laxmi Co-Op. Housing Society Ltd. before demolition of existing structures. \$00
 - attorney developers.
 - 1.14. Statement u/s. 6(I) of the Act filed by him, if any will be decided separately.

This letter of intent is also subject to your obtaining NOC/Clearance permission from any other authorities viz. The Bombay Housing and Area Development Board the Additional Collector, BSD, 7 Sub Divisional Officer BSD / Additional Dist. Dy. Gollector, MAA etc applicable in your case under the respective Acts or any other Act for the time being ... in force. This letter of Intent only clarifies for you that your land today is non vacant land to the extent of \$77.90 Sq.Mirs (Eight hundred seventy seven point ninety Sq.Mirs) Excluding area under road set back to the extent of NIL Sq.Mtrs within the meaning of the ULC Act, 1976, and that the question of permission u/8:22 may arise only the fand becomes vacant on account of demolition of the buildings and proposed building has been constructed as per approved plans and is on the verge of completion.

- As per the power entrusted with me, I hereby allow the land holder to hold the Vacant land for the redevelopment purpose after demolition of the existing structures till the validity of this order.
- E You may approach the Municipal Corporation of Greater Mumbai with an undertaking that all the above mentioned conditions are acceptable to you to get your redevelopment proposed approved. You should apply for permission u/s.22 of the Act, at the time mentioned in the condition No.6.above
- You may also note that you would be required to submit the progress of the rehabilitation of the existing tenants/occupants of the structure every six months.

and a manager order of god AND, On the Yours faillifully." Michael Land guille (S.R. phohate) the second of the second To being a risk a batte of the man Copy to: 1) The Principal Secretary, UDD Maniralaya Mustbal & for information.

Copy f.w.cs. to

3) The Experiment (DP) BMC Mahapalika Marg Forth Mundoi 400001 for information. Copy to:1) The Principal

He is requested to inform this office after the existing structure have been demolished to forward a copy of the undertaking furnished by the land owner developer concerned vide Para E above and copy of IOD/CC is granted.

Copy filed with statement u/s. 6(i) bearing No.C/UL:C/6(9)SR-XXV/472/2005 dated - information and record.

5)Select File

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M.T. MISKITA & CO. ADVOCATES & SOLICITORS

I. MISKITA EN MISKITA YUSUF BUILDING, 4TH FLOOR, VEER NARIMAN ROAD, FORT, MUMBAI 400 001, INDIA. TELEPHONE: (91-22) 2204-4238

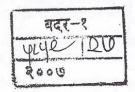
2283-2122 6631-8671

FACSIMILE : (91-22) 2282-8456 E-mail : admin@miskitaco.com

17th March, 2005

To:

Shri. Padamsi L. Soni 101, Soni House, Plot No.34, Gulmohar Road No.1, Juhu, Vile Parle (West), Mumbai 400 049.



Sir:

In accordance with your instructions, we have investigated your title to the property bearing Plot No. 274, C.T.S. No. E/531 admeasuring 876.93 square meters situate at Khar (W), Mumbai described in the Schedule hereunder written and had earlier investigated the title of Shri Shailen Hiralal Desai and (2) Smt. Vyoma S. Nair ("the Assignors") to the said property by, inter alia, taking searches of land records, perusing title deeds and publishing the usual notices in the local newspapers inviting claims or objections, if any, to the then proposed assignment of the property to you referred to below.

Pursuant to a Memorandum of Intent dated 24th day of September, 2004 made by and between the Assignors of the One Part and Yourselves as Assignee of the Other Part and pursuant to the Letter of Consent dated 1st January, 2005 issued by the Laxmi Co-operative Housing Society Limited ("the Lessors"), the Assignors, by Deed of Assignment dated 20th January, 2005 made by and between the Assignors of the One Part and Yourself as Assignee of the Other Part, sold, transferred and assigned to you the said property subject to the Indenture of Lease dated 14th March, 1925 made by and between the Lessors of the One Part and your Predecessors-in-title as Lessees of the Other Part and registered with the Sub-Registrar of Assurances at



2000

Mumbai under Serial No. 1533 on 14th August, 1925. The said Deed of Assignment has been registered with the Sub-Registrar of Assurances at Bandra under Sr. No. 00572 of 2005 and Extract from Index – It issued.

In our opinion, your title to the property is a good and marketable and free from encumbrances subject to the provisions of the said Indenture of Lease daled14th March, 1925.

Schedule

All the piece or parcel of land, ground alongwith structures standing thereon-comprising of ground plus one upper floor and known as Sharda Kutir on the Plot of land bearing Plot No. 274, C.T.S. No. E/531 at the Junction of 9th Road and 12th Road, Khar (West) and situated in the Laxmi Co-operative Housing Society Limited in the Registration District and Sub District of Mumbai City and Mumbai Suburban and containing by admeasurements about 1,050 square yards equivalent to 876.93 square meters or thereabout together with the building thereon and bounded as follows:

On or towards the North

by the existing 9th Road

On or towards the South

by the property bearing CTS No. E/527;

On or towards the East.

by the property bearing CTS No.E/530

On or towards the West

by 12th Road.

Yours faithfully,

M.T. Miskita & Company

Partner



aithfully,

BRIHANMUMBAI MAHANAGARPALIKA NO. CE/2043 /WS/AH O FEB 2006 1

To Shri. Taranath Shetty, Architect, I, Popular Apartment, 37, Tagore Road, Opp. Laxmi Narayan Temple, Santacruz (West), Mumbai - 400054.

Ex. Engineer Bidg, Proposal (W.S.) H and K - Wards, Municipal Office, R. K. Patker Marg. Bandra (West), Mumbai-400 050

Proposed development on land bearing CTS No.E/531 of Village Bandra, Tal. Andheri, M.S.D. at 9th and 12 Road Cor बद्र-१ Khar (West).

Ref: Your letter dated 14th Dec. 2005.

600 There is no objection to your carrying out the work as per amenda you vide your letter under reference subject to the following conditions:-

1. All the objections of this office I.O.D. under even no. dated 15 lo zeffall be applicable and should be complied with.

2. The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.

3. That every part of the bldg.constructed and more particularly overhead water tank will be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.

4. That the infrastructural works such as construction of hand holes/panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.

5. That the regulation No.45 and 46 of D.C.Reg. 1991 shall be complied with.

6. That the letter box shall be provided at the ground floor for all the tenements:

7. That the owner/developer shall hand over the possession to the prospective buyers before obtaining occupation permission.

8. That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.

9. That no main beam in R.C.C. framed structure shall t be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.

10. That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

11. That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.

12. That the extra water charges shall be paid.

13. That the N.O.C. from A.A.& C. H/West Ward shall be submitted.

14. That the Revised bye law 4(c) Shall be complied with.

15. That the all payments shall be paid.

16. That the Vermiculture bins for disposal of wet waste as per the design and specification of. Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal

One set of plans in token of approval is enclosed herewith

BMPP-1649-2002-10,000 Forms.

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

MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/2048/BSH/WS/AH/AK of

Ex. Engineer Bidg. Proposel (W.5.)
H and K Wards.
Municipal Office. R. K. Patker Mark.
Municipal Office. Mumbai-400 050.

COM	MENCE	MENT CE	RTIFICATE	H and K Paikar W
Shri Al-Soni		6 JAN	2006	Municipal Office, R. K. Patker M Bandra (West), Mumbai-400 GE
		_	•	बदर-१
C:-	,			9/110 130

With reference to your application No. 30 10 dated 5-9.2001 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Projectal and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

at premises at StreePhyli2th Road corner village Bundra (W) plot
No. situated at Tal-Andhy MSD Ward Hlwest ward

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

- 1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2. That no new building or part there of shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
 - 4. This permission does not entitle you to develop land which does not vest in you.
- 5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
 - 5. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.
- 7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

 The Municipal Commissioner has appointed Shri. 10.5. 10.444

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

the Commencement Certificate to

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

Assistant Erg. Building

FOR

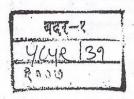
FOR MUNICIPAL CORPORATION

OR OF C

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CB/2043 /BSII/WS/AH of 14 MAR 2006.
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For - 30-46 mm height as per approved page dt. 101212006

Assett. Higgs. B.F. (WS). AM





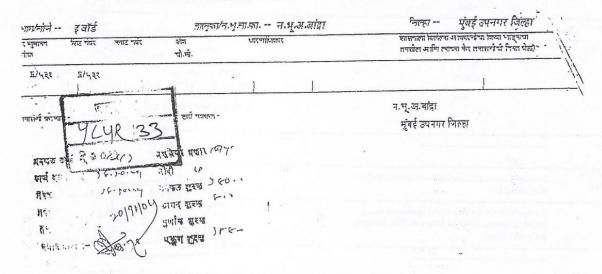


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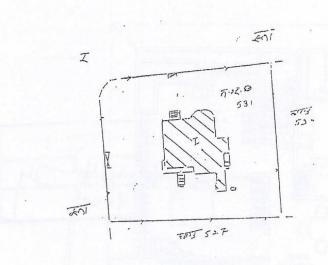
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भालमत्ता पत्रक





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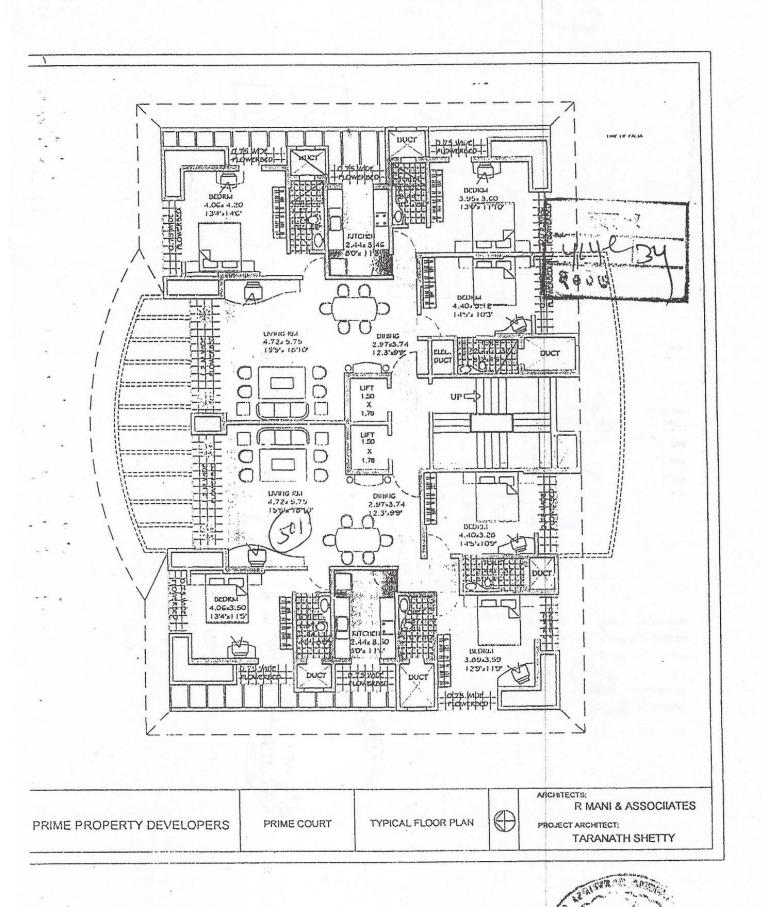
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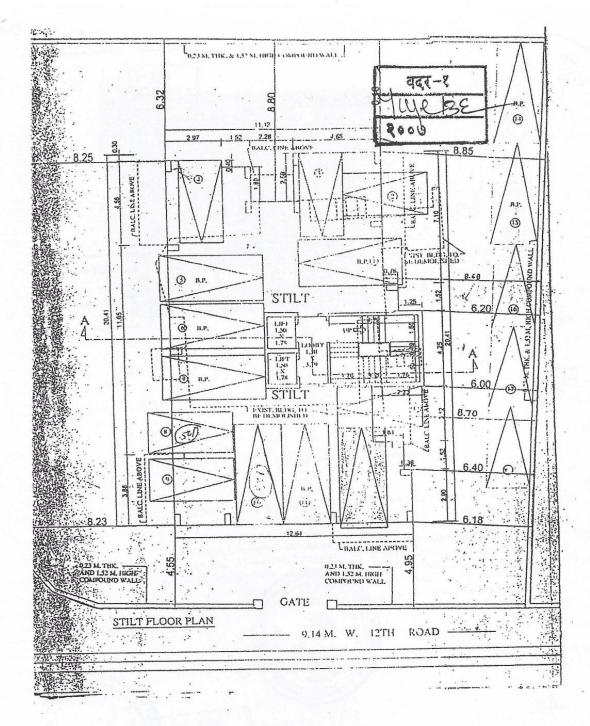
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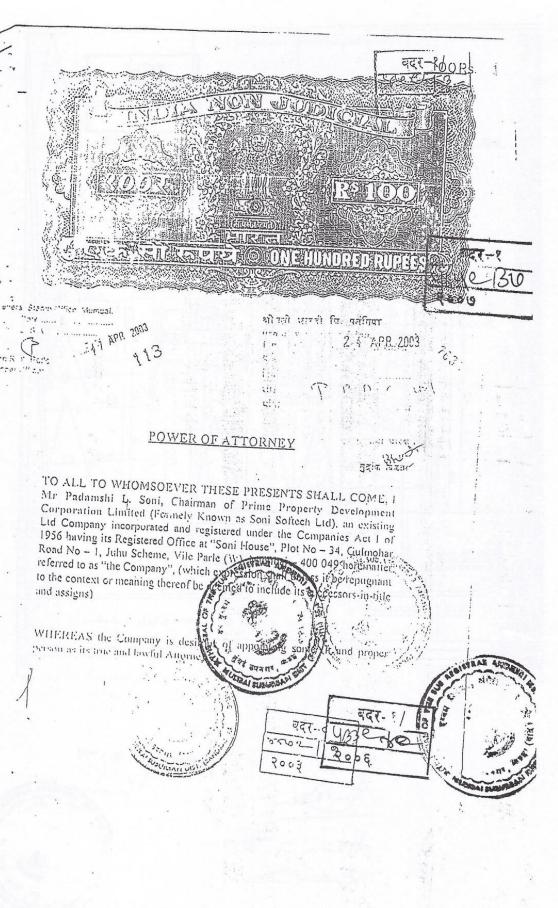


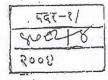
TOR PAINE PROPERTY DEVELOPERS

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Hema S. Les an





NOW KNOWN ALL MEN BY THESE PRESENTS, that I, Mr Padamshi L. Soni do hereby nominate, constitute and appoint Ms. Anil R. Salvi hereinafter called "the said Afterney" as our true and lawful Atterney for me, in my name and on my behalf to do lawfully and execute all or any of the following acts, deeds and things that is to say:

- 1) To appear before the Registrar and Sub Registrar anywhere in the Other Union Of India and to execute and present for registration in which the Company may be interested and also to admit execution of any documents signed and executed on behalf of the Company and to take all steps and proceedings that may be required for the purpose of such documents property registered under the Indian Registration act.
- 2) AND WE DO HEREBY RATIFY AND CONFIRM and agree to ratify and confirm whatsoever the Attorney or any substitute shall do or purport to do by virtue of these presents.

IN WITNESS WHEREOF the Company has caused its common seal to this writing on May Two Thousand Three.

Signed, Sealed and Delivered

By the withinnamed Company

Prime Property Development Corporation Ltd

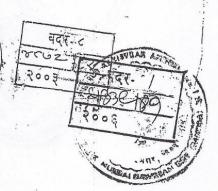
Thorough its Chairman

Mr. Padamshi L. Soni

In the presence of

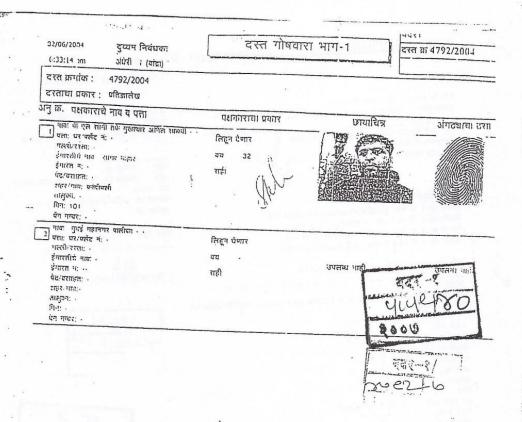
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BOLL A CONTENT OF WRITE WHITE BE दरलं गोषवारा भाग - 2 वदर्ध दरत क्रमांक (48/2/2003) ददर-१/ वस्त कृ. [वदर8-व872-2003] वा गोमगारा पायतीयं गर्णन हासर् पुरुष, ता गोनदस्य ० प्रश्लेसे गुद्रांक शुरूत : 100 नायः पद्मारी (एक् सोनी हुन्ने, प्रारंग प्रीपती इंग्रह्मसम्पर्धेः भाषांदृशुक्ति व वैश्ववेदाः дво выс чение было до съ дела телен РМ Auroma Anos I de de 2009. त्र्यामाद्ध (म. १११५), कृताकवाती वट १ -100 The text were treat part 14-11 (30. 11(2)). रुजवात (अ. 12) व छात्रातिकाम (अ. 13), -दरताता प्रकार :ो पुरानातीती अंगतनगामणी 'हणून नेमणुक द्वाकान क. १ त्री वेळ : (सादरीकारण) 09/05/2003 12:04 PM एकत्रित फ़ी विकास क. २ भी केंक् : (वर्ष) 09/05/2003 12:07 PM विकास क. १ सी केंक् : (वर्ष) 09/05/2003 12:07 PM १८०: एफ्न क्षितान के, व ती केंग्र : (अर्केन्स) 09/05/2003 12:07 PM .सा नोर केदनाचा दिनांच : ००/०५/२००३ 12:07 PM अंक्षि : स्वालील इराम असं निवेदीत जल्तात की. ते दरतएंचज करून देणा-यांना व्यक्तीशा ओळखतात. midlen isodu tenese. to early Rivery us who elect. ट्ड्र-.८ may from durchia ma: 8c02 1.8 हेमारत में: de anneae meidle aufe 2000 शाहर गांवा व्यक्तिकी पत्रुं सानुका: स्रोतः हरः लुविका - शर्मा , पर/प्रलॅट नं: यरीलप्रभापे गरलो रस्ताः • प्रमाणित कृदण्यात थे हे रा ईनारतीशे नावः -dance de . पंड बसाहत: -शास्त्र/पाय:-(.भुजा: • RH: .. अपि उरमार । पर्न प्रांचे) बद्द-८/४६७२/२००३. पुस्तक फुर्जि १, इतांक बेर नांपद्धाः मितांन टाप 108 3003

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MANAGER STREET, STREET

दरत क्रमांक (4792/2004)

दस्त क. [बदर) व (६८) 200म वा गोपवास याजार-गुल्य । गांवधता ० भरतेलं गुझक शुल्य : 50

दरत हजर केस्त्रामा दिनांक :02/06/2004 06:30 PM निष्पादनामा दिनांच : 02/05/2004 ४रत हजर करणा-याची राह्म :

दरताया प्रकार :4) प्रतिज्ञालंख शियका क. । ची येळ : (सादरीकरण) 02/06/2004 06:30 PM शियका क. २ भी एंड : (की) 02/06/2004 06:32 PM शियका क. ३ भी एंड : (कपुली) 02/06/2004 06:32 PM तिएका कि. व शी धेंच : (अंजिंड) 02/05/2004 05:32 PM

दस्त नेतः किल्पाधा विश्वादः : 02/06/2004 06:33 PM

आंकरः

खारीत इसम् अरं ^{का}राती करतात की. तं दरताएंग्य करान दंणा-यांना व्यक्तीश ओळ्यातत. य स्थामी ऑक्स्ट म्हरीयात. ie fichter nie gestellte Armegreicht

गस्सी रहता:

ईनारसीं। नावा शंगारत मं: .

पेत-वहाताः शहर गाः::

सासुद्धः । भिनः

2) तस्य शहर अत्र एतेर में: सरीद्रामाने

गत्सी गहनाः -ईगारतंगः नावः .

puec 4: पेट, यसाहतः . शहर/गाय:-

तातुका: •

भावती बद्धांत्रस्य । विचानका, ५०६८, ५५० । पावतीचे वर्णन नांव: पी एल सोनी तर्फ पुरात्मार अभिल साक्या।

> 100 (का रिकार्गाः:

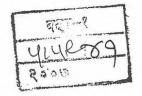
160 :नवयाल (अ. ११(१)), पृष्टांबन्धामी मन्त्रन (30, 11(2)).

रुजवात (अ. 12) व अभावित्रणः (अ. 13) 🌛 एकत्रित की

२६०: एक्ण

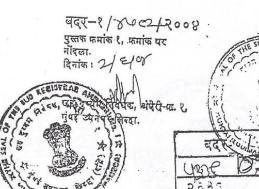
पु. निर्देशकाची भूदी जांगरी । (गांसा

रहर-१/



ानित फरणेव येवे की, या ाच्ये पञ्चण.....पाने नाधेव.

ाह. दुच्यम दिश्मीय अधिये-छ। १, मेवर उपवरार द्वित्हा,



SI CHIMRIAN





Specimen Signature/Thumb impression of the Holder of the Boace.

Name to be written across the photograph

FORM 6
(See Rule 16(1))

Driving Licence

MH-02-2005

Driving Licence No.

Date of issue

Name of the Licence Holder

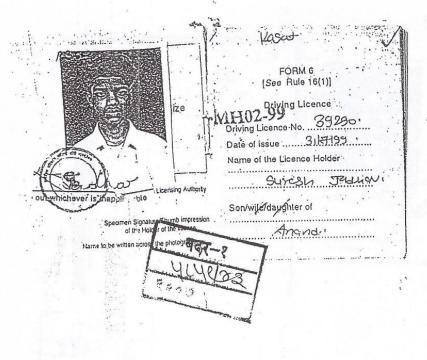
Vincal

Son/wife/daughter of

Vacant

964-8 UL 4-882 2000

	3	
2 Temporary address/ Official address (if any)	The holder of this licence is licensed to drive throughout India the vehicles of the following description: MICHIE INITH RICE	
Permanent Address S.O.S. A. Alborca. Tower S.O.S. A. Alborca. Tower B.O.S. Vol. 1. F. 1. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6.	The licence to drive a motor vehicle other than transport vehicle is valid From 1.51412.015 to 14.1412.015 Signature and design of the Licenship Hotology Ward (Upper)	(CO) TO COOK
	ALLEGA CHESTON	



Temporary address/ Official address (if any)

Permanent Address
Virtualla Can Pro 15
Virtualla Can Pro 15
Virtualla Brase Strucks Date of birth 2617-180 ' 7-55 Educational qualifications

Blood group with RH factor (Optional)

The holder of this licence is licensed to drive throughout India the vehicles of the following description:

[mk(1.17)cm)

Here realisting 1 46-2004 other than transport vehicle is valid From 3117199 to 301712619

PS 20 13g SINTIST John Signature Signature Signature Sintiste Signature Sign AB Authority



वदरा दस्त गोषवारा भाग-1 दस्त क्र 5859/2007 दुय्यम निबंधकः 28/06/2007 अंधेरी 1 (वांद्रा) 11:21:27 am 5859/2007 दस्त क्रमांक : दस्ताचा प्रकार: भाडेपट्टा अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा नावः सुनिल रामन देशाई - -पत्ताः घर/फलॅट नः -लिहून घेणार गल्ली/रस्ता: -55 ईनारतीचे नावः भावनगर हाऊस, 2रा मजला सही ईमारत नं: पेट/वसाहत: रुइंया पाकं 56263 - 180361 शहर/गाव:जूह् mil R. Ja तालुकाः -पिन: 49 -पॅन नम्बर: AESPD 31 नावः हेमा सुनिल देसाई - -नावः हमा श्वागल वरमञ् पत्ताः घर/फलॅट नंः वरीलप्रमाणे लिहून घेणार गल्ली/रस्ताः -वय 52 ईगारतीयं नावः सही ईमारत नं: -पेढ/वसाहत: -शहर/गाव:-56263 - 180362 तालुका: पॅन नम्बर: AADPD 9228 L नावः राहुल सुनिल देसाई - -3 पत्ताः धर/पलॅट नंः वरीलप्रमाणे लिहून घेणार गल्ली/रस्ता: -वय 23 ईमारतीचे नावः -सही ईमारत नं: -पेट/वसाहतः

पॅन नम्बर: AIKPD 6559 P नावः प्रार्डम प्रॉपर्टी डेव्हलपर्स चे संचालक पदमसी सोनी तर्फ मुखत्यार अनिल साळवी

पत्ताः घर/फ्लॅंट नेः 101 गल्ली/रस्ताः गुलमोहर रोड ईमारतीचे नावः सोनी हाऊस ईमारत नेः -पेट/यसाहतः -

शहर/गाव:-तालुका: -पिन: -

लिहून देणार

वय 32 सही









दस्त गोषवारा भाग - 2

वदर1

दस्त क्रमांक (5859/2007)

दस्त क्र. [बनर। 5859-2007] चा गोषधारा बाजार मुल्य 9.55300 मोबदला 8000000 भरलेले मुुद्रांक शुल्क : 488000

दरत हजर केल्याचा दिनांक :28/06/2007 11:14 AM

निष्पादनाचा दिनांक : 28/06/2007 दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :36) भाडेपट्टा

शिक्का क्र. 1 ची वेळ : (सांदरीकरण) 28/06/2007 11:14 AM शिक्का क्र. 2 ची वंळ : (फ़ी) 28/06/2007 11:20 AM शिक्का क्र. 3 ची वेळ : (कबुली) 28/06/2007 11:21 AM शिक्का क्र. 4 ची वेळ : (ओळख) 28/06/2007 11:21 AM

दस्त नोंद केल्याचा दिनांक : 28/06/2007 11:21 AM

पावती क्र.:5900 दिनांक:28/06/2007 पावतीयं वर्णन नांव: सुनिल रामन देसाई

30000 :नोंदणी फी

880 :नवकल (अ. 11(1)), पृष्टांकनाची नक्कल

(आ. 11(2)),

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

30880: एकूण

निवधकाची सही, अंधेरी 1 (वांद्रा)

2000

ओलख

खालील इसम असे निवेदीत करतात की. ते दस्तऐवज करुन देणा-यांना याक्तीशः ओळ्सतात, य त्यांची ओळख पटवितात.

1) विरल मिरन्त्री - - .धर/फ्लॅट नं: -

गल्ली/रस्ताः -

ईमारतीचे नावः अशोक न

ईमारत नं: -

पेट/यसाहत: -

शहर/गाव:बोरीवली (प)

तालुकाः -

पिन: 92

2) सुरेश जाधव - - ,घर/फ़लॅट नं: बी/002

गल्ली/रस्ता: -

ईमारतीचे नावः राधाग्राम

ईमारत नं: -

पेट/वसाहतः वाकोला ब्रिज

शहर/गाव:सांताकूझ

तालुका: -

पिन: 54

वजाणित करमेत येते थी, बा इस्तामध्ये ःहण........

खाइ. पुष्यात बिर्चिक, विवेदी-गाः र श्चेषद्वे उपवचर डिस्टा.

दु. निवंधकाची सही अंधेरी 1 (वांद्रा)

> act-8/4/4e 12000 पुस्तक हामांक १ कमांक

दिनांक: 26/8/04

सह वुच्यम नि प्रिचे क. १, संबंध जपना द्रान्ति।



1 of 1