# INVOICE

M Raikumar & Co - Advocates Litigation /Legal Audit	Invoice No. Dated
M.Rajkumar & Co - Advocates Litigation /Legal Audit Advocates High Court B763, Odyssey Bldg, Lodha Paradise Complex Majiwade, Thane 400601 MSME REG NO. MH33D0220127 Cor.tact: 02225360554,9820474421 E-Mail: mrlegalco@gmail.com www.mrlegal.co.in Buyer Bank of India Stock Exchange Branch 70-80 M.G. Road, Ground Floor, Bank of India Bldg, Next to Mumbai University, Mumbai 400023	3 6-May-2024  Loo January De Company De Comp
Particulars	Amount
Professional Fees For Title Investigation for Flat No 103 Nisarg Apartments CHSL, Village Vile Parle Tal Andheri MSD . Account Anugrah Stock & Broking Pvt Ltd	12 M. 8,000.00
	008625100001249 - 2 5,98,03
	00862511000005h - 2 1,29,93,15
Amount Chargeable (in words)	Total <b>₹ 8,000.00</b> E. & O.E
INR Eight Thousand Only	Company's Bank Details Bank Name : Kotak Mahindra Bank A/c No. : 5345418145 Branch & IFS Code : Bandra Kurla Complex Branch & KKBK0001405
Customer's Seal and Signature	for M.Rajkumar & Co - Advocates Litigation /Legal Audit
	Authorised Signatory

SUBJECT TO MUMBAI JURISDICTION
THANKS FOR ENTRUSTING YOURSELF TO US



M. Rajkumar & Co. Advocates, High Court

Date: 06.05.2024

To.

Ref No.

The Asst. General Manager, Bank of India Stock Exchange Branch, 70-80, M.G. Road, Ground Floor, Bank of India Bldg, Mumbai 400023

Respected Madam

Re: Title Search Report of Property BEING Flat No.103 admeasuring about 932 sq.ft carpet, 1st Floor, Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District [FOR PURPOSE OF LEGAL AUDIT]

Owner:

Arvind Mulji Kariya [PRESENTLY Paresh Mulji. Kariya]

Borrower: Anugrah Stock & Broking Pvt Ltd

CIN No. U67120MH1996PTC102072

With reference to your letter No. dated 03.05.2024, we have on the basis of the original title documents forwarded to us pertaining to the aforesaid immoveable property and other information provided by you and on your instruction, we have concluded a detailed search and investigation and submit our report as under:

1. Name(s) and Address of the Mortgagor(s)/ Title Holder:

Paresh Mulji. Kariya	HAVING address Flat No.103 1st Floor,		
OWNER	Nisarg Apartment, Nisarg Co-op Hsg.		
	Soc. Ltd, Besant Road, Vile Parle West,		
	Mumbai 400056		
Anugrah Stock & Broking Pvt Ltd	HAVING address at 1st Floor, Nisarg		
BORROWER	Apt, Besant Road, Vile Parle West,		
	Mumbai 400056		

# 2. Title Deeds in Original seen by us.

Serial	Description of Documents	Parties / Authority	
<i>B</i> /703	] 3. Odyssoy Bldg., Lodha Paradise Complex. Wajiw	ade, Thane - 400 601.	400

Email : rajkumar\_adv77 @rediffmail.com. 🗐 9820474421, 🗘 022-25360554

Website: www.mrlegal.co.in

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No.		
1.	ORIGINAL Registered Agreement dated	<b>BETWEEN</b> Darshan
	24.03.2003 bearing Serial No. BDR-1-1863-2003	Builders & Developers AND Arvind Kariya
2.	ORIGINAL Registration Receipt No.1873	Issued by Sub-Registrar,
	dated 26.03.2003 for payment of Registration Fees of Rs.20000/-	
3.	ORIGINAL Index II dated 26.03.2003	Issued by Sub-Registrar Andheri-1
4.	SCAN DOWNLOADED COPY registered Gift Deed dated 31.08.2020 bearing Serial No. AND-1-6255-2020	BETWEEN Arvind Mulji Kariya AND Paresh Mulji. Kariya
5.	SCAN DOWNLAODED COPY Registration Receipt dated 31.08.2020 for payment of Registration Fees of Rs.30000/-	Issued by Sub-Registrar, Andheri -1
6.	DOWNLOADED COPY Index II dated 31.08.2020	Issued by Sub-Registrar Andheri-1

3. **Description of immovable property**: Flat No.103 admeasuring about 932 sq.ft carpet, 1<sup>st</sup> Floor, Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District

Survey No.	Extent Areas In Acres / Hectares	Location as per Agreement
CTS No. 1234, 1234/1 to 4	719.06 sq.mts	Village Vile Parle Taluka Andheri MSD
Towards North		By Public Road No.8
Towards South	owards South By Plot bearing No.15B	
Towards East By Plot bearing Nos. 11 & 12		
Towards West	-	By Plot bearing TS No.9

4. Search in Sub-Registrar's Office: Sub-Registrar office, Andheri MSD

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i) **Location of Property**: Flat No.103 admeasuring about 932 sq.ft carpet, 1<sup>st</sup> Floor, Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District

# ii) Investigation, Flow / Tracing of Title and Search

# a) Search in the office of Sub- Registrar of Assurances

Search in respect of aforesaid property was carried out by us in the office of Sub-Registrar for the year from 1994 to 2024 i.e last 31 years.

1994	]	NIL	
1995	1	NIL	

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1996

AND-1-493

Confirmation dated 12.12.1996 RD 27.02.1996

1996

A.V. ₹./- M.V. ₹./-

S.D. ₹./- Reg. Charges ₹./-

Dileep K. Purohit

To

Schedule:

Property at Village Vileparle Taluka Andheri MSD, land

together with Building CTS No. 1234. Admeasuring about

719.06 sq.mts

\_\_\_\_\_\_

1996

AND-1-494

Confirmation dated 12.12.1996 RD 27.02.1996

1996

A.V. ₹./- M.V. ₹./-

S.D. ₹./- Reg. Charges ₹./-

Dileep K. Purohit

To

Schedule:

Property at Village Vileparle Taluka Andheri MSD, land

together with Building CTS No. 1234, 1234/1 to 4.

Admeasuring about 19.6 sq.mts

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1996 Affidavit dated 25.04.1996 RD 13.05.1996 AND-1-1271 1996 A.V. ₹./- M.V. ₹./-S.D. ₹.60/- Reg. Charges ₹./-Dileep K. Purohit To Schedule: Property at Village Vileparle Taluka Andheri MSD, land together with Building CTS No. 1234, 1234/1 to 4 1997 NIL 1 1998 1 NIL 1999 1 NIL 2000 1 NIL 2001 AND-1-553 Affidavit dated 31.01.2001 2001 A.V. ₹./- M.V. ₹./-S.D. ₹.100/- Reg. Charges ₹./-Praveen Viram Satra Madhukar B. Chavan Darshan Builders & Developers Schedule: Property at Village Vileparle Taluka Andheri MSD, land together with Building Veena Vihar Plot No.9 Town Planning Scheme III, 719.06 sq.mts 5, Besant Road, Vileparle CTS No. 1234, 1234/1 to 4 2002 Nil 2003 AND-1-1863 Agreement dated 24.03.2003 RD 26.03.2003 2003 A.V. ₹.2700000/- M.V. ₹.5197000/-S.D. ₹.374550/- Reg. Charges ₹.20000/-Ashok Rojgar Partner Pravin Viram Satra Partners

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### Darshan Builders & Developers

To

Arvind Mulji Kariya

Schedule:

Property at Village Vileparle Taluka Andheri MSD, Flat No. 103

admeasuring about 103.94 sq.ft 1st Floor, Nisarg Apartment,

CTS No. 1234.

\_\_\_\_\_

2004	]	NIL	
2005	]	NIL	
2006	]	NIL	
2007	]	NIL	
2008	]	NIL	
2009	]	NIL	
2010	]	NIL	
2011	]	NIL	
2012	]	NIL	
2013	]	NIL	

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2014

AND-3-141

2014

Notice of Intimation regarding Mortgage by way of deposit of title deeds Loan ₹.60000000/- dated 25.02.2014 RD 19.03.2014

S.D. ₹.120100/- Reg. Charges ₹.1300/-

Paresh M Kariya Arvind M Kariya

To

Bank of India – Stock Exchange

Schedule:

Property at Village Vileparle Taluka Andheri MSD, Flat No.103 admeasuring about 103.94 sq.mts 1<sup>st</sup> Flr Flat No. 402 admeasuring about 103.94 sq.mts 4<sup>th</sup> Flr Flat No.101 admeasuring about 92.11 sq.mts 1<sup>st</sup> Flr

Nisarg Apartment CHSL, CTS No. 1234 Vile Parle

2015 ] NIL

Chara Assti



2016	]	NIL
2017	]	NIL
2018	]	NIL
2019	]	NIL

2020

AND-1-6255 Gift dated 31.08.2020

2020 A.V. ₹.0/- M.V. ₹.20078843/-

S.D. ₹.602400/- Reg. Charges ₹.30000/-

Arvind Mulji Kariya

To

Paresh Mulji. Kariya

Schedule: Property at Village Vileparle Taluka Andheri MSD, Flat No.103

> admeasuring about 104.61 sq.mt Built up, 1st Floor, Nisarq Apartment, Nisarg Apartments Co-op Hsg. Soc. Ltd, CTS No.

1234, 1234/1 to 4 Plot No.9 ot TPS III Vile Parle West,

2021

AND-6-1724 Conveyance dated 31.08.2020

2021

A.V. ₹.0/- M.V. ₹.1/-

S.D. ₹.602400/- Reg. Charges ₹.30000/-Sumatibai Kailashnath Purohit, & others

Darshan Builders & Developers

To

Nisarg Co-op Hsg. Soc. Ltd

Schedule: Property at Village Vileparle Taluka Andheri MSD, Land

> together with Building Nisarg Co-op Hsg. Soc. Ltd , CTS No. 1234, 1234/1 to 4 Final Plot No.9 ot TPS III Vile Parle West, admeasuring about 719.06 sq.mts comprising of Ground

Floor, + 4 Floor, [2 basements, 4 Shops, 16 Flats]

2022 NIL

2023 NIL



2024 ] NIL

Copy of Search Challan is annexed to the Report

b) Investigation, Flow / Tracing of Title

As per revenue records, Bai Sumati Kailashnath Purohit was owner and/ or

otherwise entitled to land together with bungalow - "Veena Vihar" bearing CS

No. 1234, 1234/1 to 4 corresponding F.P. No. 9 TPS No.III of Vile Parle, lying

being and situated at 5, Basant Road, Village Vileparle Taluka Andheri MSD.

Hereafter referred to as Said Property for sake of brevity and understanding.

Said Property was acquired by Bai Sumati Kailashnath by and under Registered

Deed of Conveyance dated 08.10.1940 lodged for registration under Serial No.

1104-1940 Book No.1.

In or about 1945, dispute and differences arose between Sumati Kailashnath

Purohit, and her sons [1] Vinayak Kailashnath Purohit [2] Dileep Kailashnath

Purohit

As a result mediation amongst the family members, relatives and friends, an oral

partition was effected amongst Bai Sumati Kailashnath Purohit, her sons [1]

Vinayak Kailashnath Purohit, [2] Dileep Kailashnath Purohit [3] Veena Purohit-

unmarried daughters [4] Seeta Purohit -unmarried daughers as a result whereof in

consideration of payments made to the said Vinayak Kailashnath Purohit by the

said Dileep Kailashnath Purchit, one half share in the aforesaid Property was given

to Dileep Kailashnath Purohit;

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Consequent to the said oral partition, [1] Dileep Kailashnath Purohit [2] Bai Sumali Kailashnath Purohit became entitled to the aforesaid property and

accordingly property records were mutated.

Bai Sumati Kailashnath Purohit expired on 17.11.1969 leaving behind following

legal heirs.

[1] Vinayak Kailashnath Purohit

[2] Dileep Kailashnath Purohit

[3] Veena Indravadan Shroff

[4] Seeta Naren Bhatt

50% undivided share in the property of Bai Sumati Kailashnath Purohit devolved

upon in accordance with her Last Will and Testament dated 28.05.1960. Said Will

was probated vide Bombay High Court Order dated 02.12.1974, whereby 50%

undivided share in the aforesaid property devolved upon Dileep Kailashnath

Purohit

By and under Deed of Transfer dated 25.01.2000 lodged for registration under

Serial No. BBR-1-583-2000, the aforesaid property was transfer by Dileep

Kailashnath Purohit as Executor of Last Will & Testament of Bai Sumati

Kailashnath Purohit in favor of Dileep Kailashnath Purohit.

By and under Agreement of Exchange dated 28.01.2000 r/w Registered Deed of

Exchange dated 21.12.2000 lodged for registration under Serial No. BDR-1-490-

2001 Dileep Kailashnath Purohit exchanged with Darshan Builders & Developers,

the aforesaid property on terms and conditions as set out therein.

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In accordance with approvals, sanctions and permissions, Darshan Builders & Developers constructed Building complex **Nisarg**, including but not limited to following permissions.

- 1. Permission No. Desk-VI/A/SR-6[1]/IV-124 dated 18.01.1982
- 2. IOD No. EB/CE/5590/WS/AK dated 15.07.1995
- 3. Commencement Certificate No. CE/5590/BH/WS/AK dated 05.06.1999
- 4. Part Occupancy Certificate No. CE/5590/WS/ AK dated 07.10.2002

By and under Registered Agreement dated 24.03.2003 lodged for registration under Serial No. BDR-1-1863-2003, Darshan Builders & Developers sold to Arvind Kariya, Flat No.103 admeasuring about 932 sq.ft carpet, 1st Floor, Nisarg Apartment, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District for consideration and on terms and conditions as set out therein. Hereafter referred to as Subject Flat for sake of brevity and understanding.

Subject Flat is sold under provisions of Maharashtra Ownership of Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963.

Arvind Mulji Kariya became member of Nisarg Co-op Hsg. Soc. Ltd [bearing Registration No.BOM/WKW/WEST/ HSG/ [TC]/ 12795 2004-2005]

Transfer of Shares is governed under provisions of the Maharashtra Co-Operative Societies Act 1960 and Maharashtra Co-Operative Societies Rules, 1961

Arvind Mulji Kariya offered the aforesaid Subject Flat as Collateral Security to loan facilities availed from Bank of India

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# MASTER DATA OF ANUGRAH STOCK & BROKING PVT LTD

CIN	U67120MH1996PTC102072
Company / LLP Name	Anugrah Stock & Broking Pvt Ltd
ROC Code	RoC Mumbai
Registration Number	102072
Company Category	Company limited by Shares
Company SubCategory	Non- Government Company
Class of Company	Private
Authorised Capital(Rs)	49900000
Paid up Capital(Rs)	49750000
Number of Members(Applicable in	
case of company without Share	
Capital)	-
Date of Incorporation	22.02.1996
	1st Floor, Nisarg Apt, Besant Road,
Registered Address	Vile Parle West, Mumbai 400056
Email Id	jigneshtrivedi@anugrahsb.com
Whether Listed or not	-
Date of last AGM	-
Date of Balance Sheet	31.03.2019
Company Status(for efiling)	-

### **DETAILS OF DIRECTORS OF ANUGRAH STOCK & BROKING PVT LTD**

DEIMILS	DETAILS OF DIRECTORS OF ARTOGRAM STOCK & DROKING I VI ELD			
DIN/PAN	Name	Begin date	End date	
00215937	Paresh Mulji Kariya	13.05.1997	-	
	Sadhana Paresh			
02380399	Kariya	08.09.2012	-	

### **INDEX OF CHARGES**

<b>Charge ID</b>	<b>Charge Holder</b>	Date of Creation /	Amount
		Modification	
10156423	Bank of India	16.04.2009	60000000
		24.02.2014	
10548527	Bank of India	19.01.2015	100000000

Thus we conclude that until 2020, Arvind Mulji Kariya derived valid, legal, clear and marketable title for Flat No.103 admeasuring about 932 sq.ft carpet, 1st Floor,

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Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District, subject to claim of Bank of India

Anugrah Stock & Broking Pvt Ltd has been facing several litigations involving accusations of cheating Investors involving trading derivative portfolio. As a result, inquiry was carried out by Bombay High Court, SEBI, NSE, NSE Clearing Corporation and Edelweiss Custodial Services etc. Pursuant to Bombay High Court, Economic Office Wing registered FIR against Anugrah Stock & Broking Pvt Ltd for duping an investor. In Furtherance thereof, SEBI suspended operation of Anugrah Stock & Broking Pvt Ltd till the completion of enquiry proceedings, after finding it in violation of several market norms. Further the findings of forensic audit report submitted by NSE included mis-statement about debtors and creditors, shortfall of client funds and client securities, payments made to clients having running debit balance and discrepancies in maintenance of records, among others.

Post-disablement of the trading terminals of Anugrah Stock & Broking Pvt Ltd by NSE, SEBI has received 2,352 complaints under the SEBI complaints redress system (SCORES).

IT IS INFORMED TO US THAT Anugrah Stock & Broking Pvt Ltd defaulted repayment of Financial Facilities, thus Bank of India can enforce the mortgage in accordance with provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 & / or put for claim as secured creditor before appropriate forum.

We therefore conclude that Bank of India would pass to PROSPECTIVE BUYER / SUCCESSFUL BIDDER valid, legal, clear and marketable title for Flat No.103 admeasuring about 932 sq.ft carpet 1<sup>st</sup> Floor, Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, CTS No. 1234, 1234/1

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to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District, *subject* [1] to sale by e-auction [2] registration of Sale Certificate

**Explanatory Note** 1: By and under conveyance Deed [Deemed / Unilateral] dated 08.02.2021 bearing Serial No. BDR-17-1724-2021, Sumatibai Kailashnath Purohit, & others with confirmation of Darshan Builders & Developers sold, transferred and conveyed to Nisarg Co-op Hsg. Soc. Ltd, Land together with Building Nisarg Co-op Hsg. Soc. Ltd , CTS No. 1234, 1234/1 to 4 Final Plot No.9 ot TPS III Vile Parle West, admeasuring about 719.06 sq.mts comprising of Ground Floor, + 4 Floor, [2 basements, 4 Shops, 16 Flats] for consideration and on terms and conditions as set out therein

**Explanatory Note** 2 By registered Gift Deed dated 31.08.2020 bearing Serial No. AND-1-6255-2020, Arvind Mulji Kariya gifted to Paresh Mulji. Kariya, the Subject Flat on terms and conditions as set out therein. [said Gift Deed is not found in Custody of Bank]

Abbre	eviations: U/c - Under Construction, N/a - Not applicable N/p -	Not provided		
a.	Promoters / Land owner's title to the land /	Owner		
	building			
b.	Development Agreement / Power of Attorney	N/a		
c.	Independent title verification of the land and /	Yes		
	or building in question			
d.	Agreement for sale (duly registered)	Yes		
e.	Payment of proper stamp duty	Yes		
f.	Approval of Building Plan, Permission of	Yes		
	appropriate / Local Authority etc.			
g.	Availability Chain of title tracing the title from	Yes		
	the oldest title deed to the latest title deed			
	establishing title of the property in question			
	from the predecessors in title/interest to the			
	current title holder			
h.	IOD No.	Issued	by	Municipal
		Corpora	tion	
i.	Commencement Certificate No.	Issued	by	Municipal

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		Corporation					
j.	Occupation Permission No.	Issued by Municipal					
		Corporation					
k.	Copy of Property Card / 7/12 Extract evidencing	Annexed to Agreement					
	ownership right of land						
I.	Copy of Title Certificate dated 01.02.2001	Issued by Vimla & Co –					
	ascertaining right of Darshan Builders &	Advocates & Solicitors					
	Developers on the aforesaid property						
m.	Copy of Layout plan	Annexed to Agreement					
n.	Copy of approved Floor Plan	Annexed to Agreement					
0.	Formation of Society	N/p					
p.	Conveyance in favour of society / condominium	Yes					
	concerned						
q.	membership details in the society etc.	N/p					
r.	Share Certificate	N/p					
s.	No objection letter from the society	N/p					
t.	all legal requirements under the local /	Yes					
	municipal laws, regarding ownership of flats/						
	apartments / building regulations, development						
	control regulations, co-operative Societies law						
	etc.						
u.	RERA registration	N/a					
v.	Validity of RERA Registration	N/a					
	vention to provisions of <b>The Real Estate (Regulation and Development) Act,</b> penalty / Fine / prosecution under <b>CHAPTER VIII</b> of Act	2016, the Promoter / Developers shall be					
w.	Litigation	N/a					
# Section	4 [i] of The Real Estate (Regulation and Development) Act, 2016, – it is oblig	gation of the Promoter / Developer to make					
_	Legal, clear, marketable title of the Real Estate Project [defined under section 2(zn), free from all encumbrances.						
any loss co as provide	# Section 18[2] of <b>The Real Estate (Regulation and Development) Act, 2016</b> , the promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force						
37	Project Lean / Finance	N/a					
Х.	Project Loan / Finance  Mortgage Details / Developer Loan	N/a					
# Section	Mortgage Details / Developer Loan  11 [4] (g) of The Real Estate (Regulation And Development) Act, 2016, the						
transfers thas collected for water	transfers the physical possession of the real estate project to the allottee or the associations of allottees, as the case may be, which he has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project):						



# z. Requirement for noting Bank charges on the records of the Housing society etc. and comment

- a) Bank has obtained NoC from Society if formed and registered ascertaining charge on subject Unit in favour of Bank of India.
- iii) Confirm and state that the Original title deeds submitted are the Originals registered before the Registrar of Assurances. [We examined original Registered Agreement dated 24.03.2003 bearing Serial No. BDR-1-1863-2003 from Bank's Custody. Said Title Deed is verified to be original and genuine]
- iv) Whether the property is ancestral and /or under joint ownership. If so, details of the Co-purchasers / Karta and / or the Co-Developers. The respective shares should be incorporated specifically: **Not Applicable.**
- v) Minor's Interest (Any minor's interest if involved in the property proposed to be mortgaged or any other claims. If minor's interest is involved what precautions are to be taken to protect bank's interest as a mortgagee to be stated. Please note that if the property belongs to a minor, permission of Court is generally required to create the mortgage of the property).**NOT APPLICABLE**
- vi) Documents pending for registration: NOT APPLICABLE
- 5. Whether Urban Land(Ceiling and Regulation) Act 1976 is applicable in the State where the property is located. If applicable whether the immovable property(ies) fall(s) within the purview of the Act, verification and investigation should me made under sections 26, 27 and 28 of the Act to ensure that mortgagor(s) has/have obtained necessary permission from the competent authority under the Act. Documentary evidence showing such permission is obtained has to be attached with the report.

  NOT APPLICABLE.

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- 6. Whether the property is acquired under land Acquisition Act, 1894 / 2014 and applicability of other State Legislations. **NOT APPLICABLE.**
- 7.Leasehold immovable property (Where land/building is leasehold, please verify the terms of lease, Whether any permission/ NOC from the lessors/competent authority is required for creation of mortgage of such leasehold property in mortgage. :

Title of Land	Freehold	
Title of Unit	Freehold	

8. Investigation under Income Tax act 1961, pending litigation related to the Property, if any. : N/a

[Any permission of the Concerned Assessing Officer under any of the provisions of I.T. Act is required for creating mortgage or any certificate to be submitted to the Bank to show that no dues are outstanding to Income Tax Dept]

9. Investigation in regard to agricultural land : Not Applicable.

[Investigate and search the necessary records etc with specific reference to the land if it is surplus, self cultivated, if consolidation of holdings / acquisition proceedings etc is in progress in the area, whether Government loan / any loan raised against the land and details about the charges / encumbrances may be specified, specifically with reference to the Agricultural Land Laws]

- 10. The details of the certified copies of the revenue records obtained to confirm that no dues are outstanding by the Mortgagor. : Not Applicable.
- 11. Any other special enactment which is applicable to the property proposed to be mortgaged and affects the title.: **NO.**
- 12. Whether the records of Sub-Registrar office or revenue authorities relevant to the Property in question are available for verification through any online portal or computer system. if so, whether any verification or cross checking are made and

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the comments/ findings in this regards.: <u>Index II of the Title\_Agreement is obtained from website of Department of Registration and stamps, Government of Maharashtra - igrmaharashtra.gov.in by paying appropriate charges. Same is compared with the agreement copy provided by Bank. We do not find any deviation in the same.</u>

- 13. In case of **Partition** / Family Settlement deeds, whether the Partition made is valid in law, whether the original deed is available for deposit, whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his / her/ their share. The Modality/ Procedure to be followed to create a valid and enforceable mortgage. Whether any of the documents in question are executed in counterparts or in more than one set? if so, additional precautions to be taken for avoiding multiple mortgages. **NOT APPLICABLE**
- 14. whether the property belongs to any **Trust** or is subject to the rights of any trust? Whether the Trust is a private or public Trust and whether trust deed specifically authorizes the mortgage of the property? is there any bar under local laws for creation of Mortgage? The additional precautions / permissions to be obtained for creation of valid mortgage as per the respective state / central laws? **NOT**

#### **APPLICABLE**

- 15. In case of partnership firm, whether the property belongs to the firm and the partnership deed is properly registered. Whether the Partners have authority to create mortgage for and on behalf of the Firm. -- **NOT APPLICABLE** 
  - 6. If the property belongs to a **Limited Company**, Advocate to check the Borrowing power, Board Resolution and authorization to create mortgage / execution of documents, registration of any prior charges with the Company Registrar [ROC],

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Memorandum of Association and Articles of Association etc and submit details.

#### **APPLICABLE**

Loan facilities are advanced to Anugrah Stock & Broking Pvt Ltd and thus it is necessary to obtain and keep on record, constitutional and financial documents of Anugrah Stock & Broking Pvt Ltd in bank file

- 17. In case of **Societies, Association**, Check the required authority/ power of borrow and whether the mortgage can be created as per their constitutional documents and applicable laws, and their requisite resolutions, bye-laws, etc. The additional precautions / permissions to be obtained for creation of valid mortgage as per the respective state/ central laws to be stated. NOT APPLICABLE
- 18. if the property is flat / apartment or residential / commercial complex, Advocate to interalia check / verify

a.	Promoters / Land owner's title to the land / building	Discussed in 4(ii)b
b.	Development Agreement / Power of Attorney	Discussed in 4(ii)b
c.	Independent title verification of the land and / or building in question	Discussed in 4(ii)b
d.	Agreement for sale (duly registered)	Discussed in 4(ii)b
e.	Payment of proper stamp duty	Discussed in 4(ii)b
f.	Approval of Building Plan, Permission of appropriate / Local Authority etc	Discussed in 4(ii)b
g	Conveyance in favour of society / condominium concerned	Discussed in 4(ii)b
h.	Occupancy Certificate / allotment Letter / Letter	Discussed in

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	of Possession	4(ii)b
i.	membership details in the society etc	Discussed in 4(ii)b
j.	Share Certificate	Discussed in 4(ii)b
k.	No objection letter from the society	Discussed in 4(ii)b
I.	all legal requirements under the local / municipal laws, regarding ownership of flats/ apartments / building regulations, development control regulations, co-operative Societies law etc	Discussed in 4(ii)b
m.	requirement for noting Bank charges on the records of the Housing society etc and comment	Discussed in 4(ii)b

- 19. Advocate also to check whether the name of the mortgagor is reflected as owner in the Revenue/ Municipal / Village Records, whether the property offered as security is clearly demarcated in the title documents, whether the property has clear access as per documents? Index II verified
- 20. Any bar / restriction for creation of mortgage under any local or special enactments. details of proper registration of documents, payment of Stamp duty etc. No
- 21. Whether the governing law, the constitutional documents of the mortgagor [other than natural persons] permit creation of mortgage and additional precautions, if any to be taken in such cases. Not applicable

#### CERTIFICATE

We have examined the original Title Deeds deposited relating to the aforesaid property and offered as security by way of Equitable Mortgage and that the documents of Title referred to in the Opinion are valid evidence of right, title and

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interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage.

We hereby certify that we have caused searched in respect information furnished in this Report and have compared the title deeds given to us with the records / copies of it with the office of Sub-Registrar and have found both tallying with each other. We confirm having made search in the land / revenue records. We also confirm of having verified and checked the records of the relevant Government Offices / Sub-Registrar offices, Revenue Records, Municipal / Panchayat office, Land Acquisition office, Registrar of Companies office. We do not find anything adverse which would prevent the title holders from creating a valid mortgage. The statements and other information given in the report are correct and true.

We certify that there are <u>no</u> prior mortgage / charges / encumbrances whatsoever, EXCEPT CLAIM OF BANK OF INDIA as could be seen from the Encumbrance Certificate for the Period from 1994 to 2024 pertaining to the immovable property covered by the above said Title Deeds.

We certify that BANK OF INDIA would pass valid, clear, absolute and marketable title over property shown above free of any encumbrances, charge or claim, subject to to execution and registration of Sale Certificate in favor of Prospective Buyer / Successful Bidder. There is no legal impediments for creation of the mortgage under any applicable law / rules in force. We certify that the mortgage over the said property can be enforced through process of law including under the provisions of SARFAESI Act for recovery of dues to the Bank.

Duran Acod



On 03.05.2024, We have verified Registered Agreement dated 24.03.2003 bearing Serial No. BDR-1-1863-2003 from Bank's Custody – Mumbai Stock Exchange Branch in presence of BANK OFFICER – Rupesh Sinha and on visual inspection / verification, notify as under.

- 1. The Title document is intact
- 2. All pages of Title Deeds from beginning to end are paginated & in proper order
- 3. Signature of Parties on title deeds are in original ink. Pressure of the signature is visible and can be felt on respective pages of the title deeds
- 4. signatures of the parties are slightly different from each other, which happens in normal routine course of execution of documents. i.e to say that they are not exact replica, which eradicates possibility of forgery.
- 5. Rubber Stamp of Sub- Registrar affixed on all pages of registered Document in original ink.
- 6. Title Deeds is typed and not photocopy as can be felt from visual inspection.
- 7. The registered documents are adequately stamped with the prevalent norms and prescribed rates.

we accordingly verified genuiness of the aforesaid Title Deeds & certify it to be **Original & genuine**, subject to bank retaining the same with them & without returning back to the Borrower.

**A]** We have examined following documents from Bank's Custody in respect to the Subject Flat of Arvind Mulji Kariya. [for loan facilities provided to Anugrah Stock & Broking Pvt Ltd]

a. Registered Agreement dated 24.03.2003 bearing Serial No. BDR-1-1863-2003

# B] Following other documents obtained by Branch & kept in File

- 1. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 15.04.2009
- 2. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 20.02.2014
- 3. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 19.11.2014
- 4. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 01.09.2016
- 5. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 30.09.2016

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- 6. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 15.02.2017
- 7. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 03.01.2020
- 8. Nisarg Co-op Hsg. Soc. Ltd NoC dated 15.04.2009
- 9. Nisarg Co-op Hsg. Soc. Ltd NoC dated 05.10.2011
- 10. Letter dated 11.01.2005 from Darshan Builders & Developers for permission to mortgage

# C] Following other documents to be obtained by Branch & kept in File

- 1. Original Registered Gift Deed dated 31.08.2020 bearing Serial No. AND-1-6255-2020
- 2. Original Share Certificate
- 3. Letter from Nisarg Co-op Hsg. Soc. Ltd ascertaining Charge of Bank of India on Subject Flat.

We hereby return the documents forwarded to us vide your above said Letter.

Yours Faithfully, For M.Rajkumar & Co.

Rajkumar R Mishra Advocate High Court

Encl: [1] Search Challan

[2] Index II

[3] Scan copy of Registered Gift Deed dated 31.08.2020 bearing Serial No. AND-1-6255-2020 downloaded from https://esearchigr.maharashtra.gov.in bearing Rubber Stamp of Advocate together with Receipt

[4] Scan Copy of Registered Agreement dated 24.03.2003 bearing Serial No. BDR-1-1863-2003 downloaded from https://esearchigr.maharashtra.gov.in bearing Rubber Stamp of Advocate together with Receipt

Duna Acodi

एम. राजकुमार अँड कंपनी वकील उच्च न्यापालया wef.24 07.2092 MSME REG No MH33D0220127

Page | 21



#### CHALLAN MTR Form Number-6



GRN MH00	01656495202425E	BARCODE				Date Date	e 06/05/2024-22	:00:05	Form ID			
Department	Inspector Genera	al Of Registration					Payer Det	ails				
- (5	Search Fee	· <del>-</del>			TAX ID / TA	N (If Any)						
Type of Paym	ent Search Fee				PAN No.(If A	pplicable)						
Office Name	BDR1_JT SUB R	EGISTRAR AND	HERI N	0 4	Full Name		M Rajkumar and	Со				
Location	MUMBAI											
Year	2024-2025 Fro	m 01/05/1994 To	06/05/2	2024	Flat/Block I	No.	B703 7th flr	Odyssey	Bldg	Lodha	Para	dise
					Premises/B	uilding	complex					
	Account Head	Details		Amount In Rs.								
0030072201	SEARCH FEE			775.00	Road/Stree	t	Majiwade					
2.5337777					Area/Locali	ty	Thane					
					Town/City/[	District						
					PIN			4	0 0	6	0	1
					Remarks (If	Any)	Management and Section 1					
	·				31yr search	forArvind I	Mulji Kariya Flat 1	03 Nisa	rg CHS	L Vill Vi	leparle	Tal
					Andheri MSI	D						
		_										
Septima (A. Souri)												
					Amount In	Seven H	undred Seventy F	ive Rup	ees Only	/		
Total			·	775.00	Words							
Payment Deta	iils B.	ANK OF INDIA				F	OR USE IN RECE	IVING E	BANK			
	Cheq	ue-DD Details			Bank CIN	Ref. No.	022022920240	5070503	1692	01612	9.50	
Cheque/DD No	<b>)</b> .				Bank Date	RBI Date	06/05/2024-22	00:05	Not \	/erified v	with RE	31
Name of Bank					Bank-Branci	h	BANK OF INDI	A				
Name of Branc	sh				Scroll No. , I	Date	Not Verified w	th Scroll				

Department ID : Mobile No. : 9820474421 NOTE:-This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाढीच लागु आहे . इतर कारणासाढी किंवा नोदणी न करावयाच्या दस्तासाठी लागु नाही . 1863322

04-05-2024

Note:-Generated Through eSearch Module,For original report please contact concern SRO office.

# सूची क्र.2

दुय्यम निबंधक : अंधेरी 1 (बांद्रा)

दस्त क्रमांक : 1863/2003

नोदंणी : Regn:63m

# गावाचे नाव विलेपार्ले

	गावाचे नाव: विलेपाले
(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	₹.2700000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	<b>হ</b> . 5197000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्णन :विभागाचे नाव - विलेपार्ले पश्चिम ( अंधेरी ), उपविभागाचे नाव - 37/185 - भुभाग: उत्तरेस गावाची हद्द, पूर्वेस रेल्वे लाईन, दक्षिणेस वॉर्ड हद्द व पश्चिमेस स्वामी विवेकानंद रोड. सदर मिळकत सि.टी.एस. नंबर - 1234 मध्दे आहे. सदनिका नं.103 पहिला मजला निर्सग अपार्ट
(5) क्षेत्रफळ	बांधीव मिळकतीचे क्षेत्रफळ 103.94 ची.मी. आहे.
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	-
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-अशोक - राजगोर मुखत्यार प्रविण विराम सत्रा भागीदार दर्शन डेव्ह. व बिल्डर्स तर्फे वय:-27पत्ता:पिन कोड:-५७पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	2): नाव:-अरविंद मुलजी कारीया वय:-37पत्ता:-ए ४०२पिन कोड:-५५पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	24/03/2003
(10)दस्त नोंदणी केल्याचा दिनांक	26/03/2003
(11)अनुक्रमांक,खंड व पृष्ठ	1863/2003
(12)बाजारभावाप्रशाणे मुद्रांक शुल्क	374550
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	20000
(14)शेरा	-

04-05-2024

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# सूची क्र.2

दुय्यम निबंधक : Joint S.R. Andheri 3

फाईल क्रमांक : 141/2014

नोदंणी : Regn:63m

Regn:63m				
	गावाचे (Village Name) : Vileparle			
(1) विलेखाचा प्रकार (Title)	6-Notice of intimation regarding mortgage by way of deposit of Title Deed			
(2) कर्जाची रक्कम (Loan amount)	Rs.6000000/-			
(3) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) (Property Description)	1) Corporation: मुंबई मनपा Other details: Building Name:NISARG APARTMENT CHSL, Flat No:103, Road:BESANT ROAD, Block Sector:VILEPARLE, Landmark:VILEPARLE ( C.T.S. Number: 1234 ; ) 2) Corporation: मुंबई मनपा Other details: Building Name:NISARG APARTMENT CHSL, Flat No:402, Road:BESANT ROAD, Block Sector:VILEPARLE, Landmark:VILEPARLE ( C.T.S. Number: 1234 ; ) 3) Corporation: मुंबई मनपा Other details: Building Name:NISARG APARTMENT CHSL, Flat No:101, Road:BESANT ROAD, Block Sector:VILEPARLE, Landmark:VILEPARLE ( C.T.S. Number: 1234 ; )			
(4) क्षेत्रफळ (Area)	1) Build Area :103.94 / Open Area :0 Square Meter 2) Build Area :103.94 / Open Area :0 Square Meter 3) Build Area :92.11 / Open Area :0 Square Meter			
(5) कर्ज घेणाऱ्याचे नाव व पत्ता (Mortgagor)	1) Name: PARESH M KARIYA Age: 46, Address: Building Name:NISARG APARTMENT, Floor No:1, Flat No:-, Block Sector:VILEPARLE WEST, Road:BESANT ROAD, City:VILEPARLE, State:MAHARASHTRA, District:MUMBAI, Pin:400056, PAN: AAEPK0469M  2) Name: ARVIND M KARIYA Age: 48, Address: Building Name:NISARG APARTMENT, Floor No:1, Flat No:-, Block Sector:VILEPARLE WEST, Road:BESANT ROAD, City:VILEPARLE, State:MAHARASHTRA, District:MUMBAI, Pin:400056, PAN: AAEPK0468L			
(6) कर्ज देणाऱ्याचे न:व व पत्ता (Mortgagee)	Bank Name: BANK OF INDIA Address: STOCK EXCHANGE (SEX)			
(7) गहाण / कर्जाचा दिनांक (Date of Mortgage )	25/02/2014			
(8) नोटीस फाईल केल्याचा दिनांक (Date of filing)	19/03/2014			
(9) फायलींग नंबर (Filing No.)	141/2014			
(10) मुद्रांक शुल्क (Stamp Duty)	Rs.120100/-			
(11) फायलींग शुल्क (Filing Amount)	Rs.1300/-			
(12) Date of submission	19/03/2014			
(13) शेरा (Remark)	-			

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04-05-2024

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# सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 1

दस्त क्रमांक : 6255/2020

नोदंणी : Regn:63m

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गावाचे	नाव :	ावलप	ाल

गावाचे नाव: विलेपार्ले					
(1)विलेखाचा प्रकार	बक्षीसपत्र				
(2)मोबदला	0				
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	20078843				
(4) भू-मापन,पोटहिरसा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपाइतर वर्णन :सदिनका नं: 103, माळा नं: 1, इमारतीचे नाव: निसर्ग अपार्टमेन्ट,निसर्ग अपार्टमेंट्स को हो सो लि, ब्लॉक नं: विले पार्ले पश्चिम,मुंबई-400056, रोड : 5,बेसेंट रोड( ( C.T.S. Number : 1234, 1234/1-4 ; Plot Number : 9 of TPS III ; ) )				
(5) क्षेत्रफळ	104.61 चौ.मीटर				
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.					
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1)ः नावः-अरविंद मूलजी कारिया वयः-55 पत्ताः-प्लॉट नंः बी/601, माळा नंः -, इमारतीचे नावः भूमि टॉवर , ब्लॉक नंः सांताक्रूझ पूर्व , रोड नंः बनारसी शॉप लेन, महाराष्ट्र, मुंबई. पिन कोडः-400055 पॅन नं:-AAEPK0468L				
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1)ः नाव:-परेश मूलजी कारिया वय52; पत्ता:-प्लॉट नं: -, माळा नं: 9, इमारतीचे नाव: वीजय्स निवास, ब्लॉक नं: विलेपार्ले पश्चिम, रोड नं: गुलमोहर क्रॉस रोड नं.1, जेवीपीडी स्कीम, महाराष्ट्र, मुंबई. पिन कोड:-400056 पॅन नं:-AAEPK0469M				
(9) दस्तऐवज करुन दिल्याचा दिनांक	31/08/2020				
(10)दस्त नोंदणी केल्याचा दिनांक	31/08/2020				
(11)अनुक्रमांक,खंड व पृष्ठ	6255/2020				
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	602400				
(13)बाजारभावाप्रमाणे नेंदणी शुल्क	30000				
(14)शेरा					
मुल्यांकनासाठी विचारात घेतलेला तपशील:-:					
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	within family				

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MH001555251202425E	Government of Maharashtra	Regn. 39 M				
Depar	tment of Registrati	on and Stamps				
04 May 2024	Receipt	Receipt no.: 1113428522				
	Name of the Applicant :	Rajkumar Rammilan Mishra				
	Details of document has to be downloaded:  Dist :Mumbai :Andheri 1 (B Document No :138bb68b2fc					
	Year:	2003				
	Received Fee :	100				
The above mentioned Search fee has been credited to government vide GRN no :MH001555251202425E						
As this is a computer generated receipt, no stamp or signature is required.						
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.						
Payment of search fee through GRAS challan can be verified on 'gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php'.						

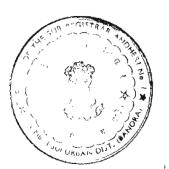
Scan Copy Downloaded from website on payment of supplicated charges.

TRUE ISCANNED COPY

M. RAJKUMAR & CO.

Digitally signed by DS DEPARTMENT OF REGISTRATION
AND STAMPS
Date: 2024 05 04 07 40 17 - 94/30
Reason- For security purpose
Location Pune

वद्य--१ 2 003



ARTICLES OF AGREEMENT made and entered into at THREE Bombay this 4 day of mar Two Thousand One between MESSRS

DARSHAN BUILDERS AND DEVELOPERS a partnership firm having its office at 8-A, Nandprem Shopping Center, Nehru. Road, Vile Parle (East), Mumba:-400 057 hereinafter called the

"BUILDERS" (which expression shall unless it be repugnant to

the context or meaning thereof be deemed to mean and include

the partner or partners for the time being constituting the said

firm M/s. Darshan Builders and Developers and their respective

heirs, executors and administrators) of the ONE PART and

MR./MRS./MISS./MIS. ARVIND

Mumbai Indian Inhabitant/s residing at A/400 Joy Ap. Nahru Road Santacruz (E) Mum-400 055 hereinafter called the "PURCHASER/

S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/ their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

281993

MAHADASHTDA

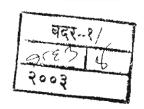
NT. SUPERINTENDENT OF STANFS

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- (d) Consequent to the said oral partition, mutations were effected in the revenue and other records and the name of the said Dileep Kailashnath Purohit was added alongwith the said Bai Sumati Kailashnath Purohit as the owner thereof;
- (e) The sald Bai Sumati Kailashnath Purohit died on 17th November, 1969 at Kailawadi, Navsari in Gujarat State having made and published her last Will and Testament dated 28th May, 1960 leaving behind ner two sons, Vinayak Kailashnath Purohit and the said Dileep Kailashnath Purohit and two daughters namely Smt. Veena Indravauan Shroff and Smt. Seeta Naren Bhatt as her only heirs and legal representatives according to the Hindu Succession Act by which she was governed at the time of her death and appointed her son Dileep Kailashnath Purohit, as sole executor of her last Will and Testament as therein mentioned;
- (f) On or about the 2<sup>∞</sup> day of December, 1974 probate was granted unto the said Dileep Kailashnath Purohit by the High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction, Petition No 879 of 1970;
- (g) Under the last W<sup>(1)</sup> dated 28<sup>th</sup> May, 1960 the late Bal Sumati Kallashnath Purchit bequeathed the right of ownership (i.e. 1/ 2 share) of the said Veena property to the said Difeep Kallashnath Purchit absolutely and exclusively;
- (h) The said property is declared under Urban Land (Ceiling & Regulation Act, 1976 within the ceiling limit by order passed by the Additional Collector & Competent Authority (ULC), Gr. Bombay vide his order dated 18th January,1982 bearing No. Desk-VI/A/SR-6(I)/IV-124.

(i) By a Deed of Transfer dated 25th January, 2000 an

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Digitally signed by DS DEPARTMENT OF REGISTRATION
AND STAMPS
Date 2024 05 04 07.40 17 -94/30
Reason: For security purpose |

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Bombay this and day of mathewo Thousand One between MESSRS DARSHAN BUILDERS AND DEVELOPERS a partnership firm having its office at 8-A, Nandprem Shopping Center, Nehru Road, Vile Parle (East), Mumbai-400 057 hereinafter called the "BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean, and include

ARTICLES OF AGREEMENT made and entered into at

the partner or partners for the time being constituting the said firm M/s. Darshan Builders and Developers and their respective

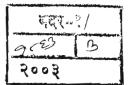
heirs, executors and administrators) of the ONE PART and MRJMRSJMISSJMIS, ARVIND

at Alyon Jay ApH. Mumbai Indian Inhabitant/s residing Mchru Road, Santacruz(E)
Mvm-400 055 hereinafter called the "PURCHASER/

S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/ their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

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SUPERINTENDENT OF STAMPS BANDRA.

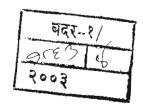


#### WHEREAS:

- One Bai Sumati Kailashnath Purohit was seized and possessed of or well and sufficiently entitled to a plot of land together with bungalow/building, structure, mali shed, outhouses, messuages and tenements known as "Veena Vihar" standing thereon bearing Fina: Plot No.9 of Town Planning Scheme No.III of Vile Parle (West), bearing City Survey No.1234, 1234/ 1 to 4 admeasuring 719.06 square meters or thereabouts situate lying and being at 5, Basant Road of Village Vile Parie (West), Taluka Andheri, in the Registeration District and Sub-District of Bandra and District Bombay Suburban, bearing Municipal "K" (West) Ward No.8624 (1) Street No.6 and "K" (West) Ward No.8624 (2) Street No.7 more particularly described in the schedule hereunder written and hereinafter referred to as the said "Veena Property" by virtue of Deed of Conveyance dated 8" October, 1940 registered in the office of the Sub Registrar at Bandra under Serial No.1104 in Book No.1 on 9th October, 1940;
- (b) In or about 1945, dispute and differences arose between the said Bai Sumati Kailashnath Purohit, her sons, Vinayak Kailashnath Purohit and Dileep Kailashnath Purohit;
- (c) As a result mediation and conciliation amongst the family members, relatives and friends, an oral partition was effected amongst the said Bai Sumati Kailashnath Purohit, her sons Vinayak Kailashnath Purohit, Dileep Kailashnath Purohit and her unmarried daughters, Veena Purohit and Seeta Purohit as a result whereof in consideration of payments made to the said Vinayak Kailashnath Purohit by the said Dileep Kailashnath Purohit one half share in the Veena property was given to the Dileep Kailashnath Purohit;







- (d) Consequent to the said oral partition, mutations were effected in the revenue and other records and the name of the said Dileep Kailashnath Purohit was added alongwith the said Bai Sumati Kailashnath Purohit as the owner thereof;
- (e) The sald Bai Sumati Kailashnath Purchit died on 17th November, 1969 at Kailawadi, Navsari in Gujarat State having made and published her last Will and Testament dated 28th May, 1960 leaving behind her two sons, Vinayak Kailashnath Purchit and the sald Dileep Kailashnath Purchit and two daughters namely Smt. Veena Indravadan Shroft and Smt. Seeta Naren Shatt as her only heirs and legal representatives according to the Hindu Succession Act by which she was governed at the time of her death and appointed her son Dileep Kailashnath Purchit, as sole executor of her last Will and Testament as therein mentioned;
- (f) On or about the 2<sup>nd</sup> day of December, 1974 probate was granted unto the sald Dileep Kaliashnath Purohit by the High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdict'on, Petition No 879 of 1970;
- (g) Under the last Will dated 28th May, 1960 the late Bai Sumati Kailashnath Purohit bequeathed the right of ownership (i.e. 1/ 2 share) of the said Veena property to the said Dileep Kailashnath Purohit absolutely and exclusively;
- (h) The said property is declared under Urban Land (Ceiling & Regulation Act, 1976 within the ceiling limit by order passed by the Additional Collector & Competent Authority (ULC), Gr. Bombay vide his order dated 18th January, 1982 bearing No. Desk-VI/A/SR-6(I)/IV-124.

(i) By a Deed of Transfer dated 25th January, 2000 and lodge





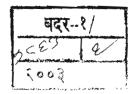
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for registration in the office of the Sub-Registrar at Mumbai under Serial No.BBR-1/563 2000 entered between the said Dileep Kailashnath Purohit as the proving Executor of the Last Will and Testament of late Bai Sumati Kailashnath Purohit the said Veena Property is conveyed and transferred in favour of the said Dileep Kailashnath Purohit;

- (j) In the circumstances herein above the said Dileep Kailashnath Purohit was exclusively entitled to the use, occupation and possession of the said Veena Property more particularly described in the schedule hereunder written;
- (k) By an Agreement of Exchange dated 28th January, 2000 made between the said Dileep Kailashnath Purchit therein called the Party of the One Part and Builders herein therein called the Party of the Other Part, the said the said Dileep Kailashnath Purchit agreed to exchange and sell to the Builders the said property more particularly described in the schedule hereunder written for the consideration and upon the terms and conditions therein mentioned;
- (I) In pursuance of the aforesaid Agreement of Exchange dated 28th January, 2000 the said Dileep Kailashnath Purohit has also executed a Deed of Exchange dated 21sh December, 2000 whereby transferring and conveying the said property more particularly described in the first schedule thereunder written and the same being the schedule mereunder written in favour of the said Builders herein as therein mentioned and the same is registered with the Sub-Registrar of Assurance at Bandra under Serial No.BDR-1/490 of 2001 on 31sh January, 2001;

(m) In pursuance of the aforesaid Deed of Exchange dated
21st December,2000 the said Dileep Kailashnath Parollit
have executed an irrevocable Power of Attorney, dated

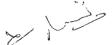




29th January, 2001 empowering the partners of the Builders to develop the said property as therein mentioned and have also executed an Declaration -Cum -Indemnity dated 17<sup>th</sup> January, 2001 indemnifying the Builders against any claim of any nature on the said property as therein mentioned;

- (n) In pursuance of the aforesald Deed of Exchange dated 21st December,2000 the said Dileep Kailashnath Purohit have also executed the letter of Possession dated 17th January,2001 in favour of Builders putting the Builders into the vacant and peaceful possession of the said property more particularly described in the schedule hereunder written free—from—any encumbrances, litigations, mortgages and with marketable title;
- Accordingly in pursuance of the aforesaid Deed of Exchange dated (:1s December, 2000 the Builders are the owners and as such are absolutely entitled to deal with or dispose of the said property more particularly described in the schedule hereunder written and/or the proposed building to be constructed thereon and the premises therein in the said proposed building as the Builders may deem fit and proper and to develop the said property and to exploit the balance available F.S.I. and/orTDR of the said property and in view thereof the Builders have got the building plans approved from the B.M.C under I.O.D. bearing No. 5590 dated 15th July 1995, and obtained the C.C. bearing No. 5590 dated 11th May 2001 for the commencement of the construction of the said building on the said property more particularly described in the schedule hereunder written. A copies of the said I.O.D. and C.C. are annexed and marked Annexures "1" & "2" respectively;
- (p) As per the said sanctioned plans the Builders are entitled to construct the building/s on the said property.

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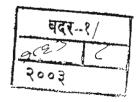


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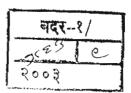
- (q) The Builders have also entered into an agreement with Architect registered with the Council of Architects Kinnar Nayak and such agreement is as per Agreement prescribed by the Council of Architect and the Builders have appointed a structural design and drawings of the Building and the Builders accept the professional Supervision of the Architect and the structural Engineer till the completion of the building;
- (r) As a result of the aforesaid the Builders are entitled to and enjoyed upon to construct building be known as "NISARG APARTMENTS" and sell office, shops, flats, garages, car parking spaces, stilt parking, basement, terraces, walls, hoarding spaces, etc.,(all of which hereinafter for the sake of brevity's and convenience referred to as "Premises") and reference to flat purchaser/s in this Agreement means purchaser/s of such premises in the said building "NISARG APARTMENTS";
- (s) The purchaser/s demanded from the Builders and the Builders have given to the purchaser/s inspection of all the documents of title relating to the said property and the plans, designs and specifications prepared by the said Architect 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 (hereinafter referred to as the said Act) and the Rules made thereunder;
- (t) The copy of certificate of title issued by Advocates & Solicitors of the Bullders, showing the nature of title of the Builders to the said property on which the premises are being constructed and the copies of the title certificate issued by Vimla & Co.. Advocates & Solicitors, Parentip





Records such as extract from property register cards and the floor plan of the premises have been annexed hereto and marked **Annexures** "3" "4" and "5" respectively;

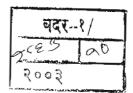
- (u) While sanctioning the said plans the concerned Local Authority and/or Government has laid down certain terms and conditions stipulations and restrictions which are to be observed and performed by the Builders while developing the said property and the said building and upon the observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned local Authority;
- (v) According to the sanctioned plans the Builders can construct building/s on the said property. The Builders have commenced construction on the said property, will complete the construction phase wise manner as they deem fit and sell the flats therein on ownership basis. The entire project as per plans shall be known as "NISARG APARTMENTS" permanently. The Builders are entitled to use the F.S.I. and T.D.R of the above area in future in the manner they deem fit. The Purchaser/s irrevocably confirms the same;
- of T.D.R available if any or T.D.R. purchased by the Builders for construction of further floors and the Builders will be entitled to use the same on the said property or transfer and/or sale the T.D.R. of the said property to any person or persons as they may deem fit and proper and the purchaser/s and/or the common organisation of flat purchaser/s shall not be entitled to the same. For that purpose the Builders will be entitled to amend the plans at any time and from time to time;



- (x) The purchaser/s requested the Builders to sell to the purchaser/s a office/ sheps/ flats/ garages/ car parking spaces/ still parking/ basement bearing No. 103 on the 15th floor admeasuring 932 sq.ft. building area of the said building (which office/ shops/ flats/ garages/ car parking spaces/ still parking/ basement is hereinafter, for brevity's sake referred to as the said premises).
- (y) The purchaser/s has/have entered into this agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes, etc., recited and referred to above:
- (z) Relying upon the said application, declaration, agreements, deed of exchange contained in this agreement the Builders agree to sell to the purchaser/s the said premises at the price and on the terms and conditions hereinafter appearing.
- (aa) Under Section 4 of the said Act, the Builders are required to execute an agreement for Sale of the said premises to the purchaser/s being these presents as hereinafter appearing:

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

- The recitals contained above form internal part of this agreements as if the same were set out and incorporated in the operative part.
- The Builders shall construct or cause to be constructed the said building consisting of a ground and 4 (Four) upper floors to be known as "NISARG APARTMENTS" on the said property more particularly described in the schedule.

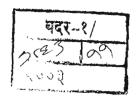


hereunder writter. (hereinafter referred to as the said property) (the said property and the said Building "NISARG APARTMENTS" are hereinafter collectively referred to as the said property) in accordance with the plans, designs, specifications, approved by the concerned local Authority and which have been inspected and approved by the purchaser/s with such variations, modifications and alterations at the Builders may consider necessary or as may be required by the concerned Local Authority/ Government to be made in them or any of them and the purchaser/s hereby gives an irrevocable consent, power and authority to the Builders to add to, to alter, vary or modify from time to time the said plans, designs, specifications, including for present and further construction whether on the same building or otherwise, provided that the Builders shall have to obtain consent in writing of the purchaser/s in respect of such variations or modifications which may adversely affect the premises of the purchaser/s and that no further consent of the purchaser/s is/are required for any modification or amendment of the plan including for additions in the building to be constructed on the said property.

3. The purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Builders to the said property and he/she/they shall not be entitled to further investigate the title or the raise any matter relating to the title of the said property and no requisition or objection shall be raised by the purchaser/s in any manner relating thereto. A copy of the certificate of title issued by VIMLA & CO., Advocates & Solicitors,

hereby annexed and marked ANNEXTURE "3" begeins era





The purchaser/s hereby agree/s to purchase from the 4 Builders and the Builders hereby agree to seli to the purchaser/s office/ shops/ flats/ garages/ car parking spaces/ still parking/ basement bearing No. 103 admeasuring 932 sq.ft. built-up area on 124 floor in the building known as "NISARG APARTMENTS" to be constructed on the said property as shown in the floor plan thereof hereto annexed and marked ANNEXTURE "5" with amenities as described in the ANNEXTURE "6" hereto (which is inclusive of the full area of balconies, if any) at or for the price of As. 29,00,000 /= (Aupees > Twenty Seven (also only) including the proportionate prices of the common areas and facilities appurtenant to the said premises. The purchaser/s has/have paid to the Builders on or before the execution of this agreement a sum of Rs. 27,00,000/=(Rupoes Twenty Seven laus \_\_\_\_\_ only) (the payment and receipt whereof the Builders do hereby admit and acknowledge). The purchaser/s hereby agree/s to pay to the Builders the balance of the purchaser price of Rs.\_\_\_\_\_/= (Rupees\_\_\_\_\_ in the following manner:-

(i) Rs. /= on completion of plinth,

(ii) Rs. /= on completion of 1st slab,

(iii) Rs. \_\_\_\_\_/= on completion of 2nd slab,

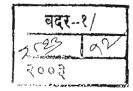
(iv) Rs. \_\_\_\_\_\_/\(\rightarrow\) on completion of 3rd slab,

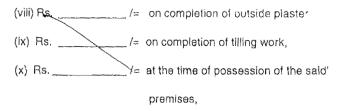
(v) Rs. \_\_\_\_\_ /= on completion of 4th slab,

(vi) Rs. \_\_\_\_\_/= on completion of 5th slab,

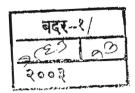
(v.i) Rs. /= on completion of masonry work,







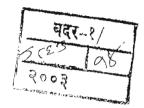
- 5. The percentage of the undivided interest of the purchaser/ s in the common area and facilities limited or otherwise pertaining to the said premises shall be in proportion of the area of the said premises to the entire area of all the Flats etc., in the said building.
- The consideration amount of the said premises has been agreed to by and between the parties hereto on the basis of the present cost of the building materials, services and labor charges as on 17 03 2003. The purchaser/s hereby expressly agree/s that in the event of the costs the building materials, and/or services and/or labor charges hereafter increases by more than 5% from the present rates, the purchaser/s shall pay to the Builders the further amount of the purchase price equal to the increased cost of building materials and/or labor charges above 5% from the present rates as may be certified by the Builders Architects from time to time and such escalated price or prices shall be paid by the purchaser/s to the Builders divided equally along with the unpaid balance of the installments of the consideration amount payable as aforesaid. The expressions "consideration amount" or the "purchase price" or balance of the purchase price or "all the amounts" or "full dues" wherever appearing in these presents shall deem to include such escalated price if any and till the purchaser/s pays to the Builders the entire consideration amount inclusive of escalated price.



- any together with other payments and deposits mentioned herein, the purchaser/s shall not be entitled to the possession of the said premises.
- 7. The Builders hereby agree to observe perform and comply with or caused to be observed, performed and complied with all the terms, conditions, performed and complied with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or hereafter and shall before handing over possession of the said premises to the purchaser/s, obtain or cause to be obtained from the concerned local authority occupation or building. The Builders may obtain part occupation or building completion certificate for one or more premises as the Builders may deem fit.
- 8.(a) The purchaser/s agree/s to comply with all the terms and conditions of any order scheme, permission, objections etc., that may have been granted or sanctioned and/or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise paying charges, bearing expenses, making deposits, whether refundable or not.
- (b) The purchaser/s agree/s, undertake/s and assure/s to comply with and abide by all the undertakings and indemnities given by the Owners/Builders to BMC while getting the plan of the building sanctioned by BMC and contribute proportionate charges if any levied and to keep indemnitied the Builders against any breach thereof and/or action which may be taken by BMC and the consequences thereof.

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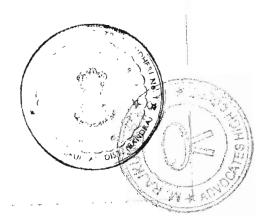
- 9. The Builders have made full and true disclosure of the nature of their title to the said property. The Builders, however agree that before transferring and/or vesting the said building and the said property in favour of the society of acquirers of premises in the building, the Builders shall ensure that the said property is free from all encumbrances on execution of such document vesting the same which may be of a conveyance, lease or any other document which the Builders may decide in their absolute discretion (hereinafter referred to as the vesting document).
- 10. The purchaser/s hereby grants their/his/her irrevocable power and consent to the Builders and agrees:-
- a) That till the vesting document as may be permissible under law is executed the Builders alone shall be entitled to all FSI and/or TDR in respect of the said property whether available at present or in future including the balance of FSI and/or TDR, the additional FSI and/or TDR available under D.C.Rules from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI or TDR, FSI available in lieu of the road widening, set back, reservation if any, by way of Transfer of Development Rights(TDR) or otherwise howsoever;
- b) That till the vesting document are executed in favour of the purchaser/s and/or society the Builders be entitled to FSI or TDR in respect of the said property or shall have right to consume the same in any manner whatsoever;
- c) That the Builders shall be entitled to develop the said property fully by constructing and/or making additions in the said building and/or by constructing additional buildings/

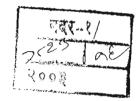


floors/structures so as to avail of the full FSI permissible at present or in future for the said entire property inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up any "Additional Construction" as mentioned above and the Builders selling the same and appropriating to themselves the entire sale proceeds thereof without the purchaser/s or other acquirers of premises in such building or buildings and/or their common organisation having any claim thereto or to any part thereof. The FSI or TDR of any future and further and/or additional construction shall always be the property of the Builders who shall be at liberty to use, deal with, dispose of, sell, transfer etc., the same in manner the Builders choose. The purchaser/s agree/s not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of Inconvenience and/or nuisance while putting up such additional construction mentioned above and in this agreement is carried on. The Builders shall be entitled to consume such FSI and/or TDR by raising floor or floors on any structures including the said building and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said property, building, etc., and transfer of rights and/or benefits of the Bullders as hereinafter mentioned shall be subject to inter alia to the aforesaid reservation;

The purchaser/s has/have seen the building plans as also the particulars of the specifications in accordance with which the said building is to be constructed. The Builders shall be entitled to make such changes in the building







plans (including changes of users of the area therein) as the Builders may from time to time determine and as may be approved by the BMC and other concerned authorities and the Purchaser/s hereby agree/s to the same.

That the Builders alone shall be entitled to sell any part or portion of the sald building including the open terrace/s, walls or part of the said property, stilt, parking space, covered or otherwise, the open space including for use as a bank, offices, shops, nursing home, restaurant, hotel, garden, display of advertisements, hoarding, etc., as the same may be permissible or ultimately may be permitted by the authorities concerned;

It is also specifically understood and agreed by and between the parties hereto that the terrace space in the said building shall exclusively belong to the Builders and such terrace space is intended for exclusive use of the Builders and the Builders shall be entitled to use and also deal with and dispose off the same to any person or persons as they may think fit and proper.

- f) To admit without any objection the persons who allotted premises by the Builders as members of the proposed society and/or as members of the society in the event the society is registered before all premises including premises of extended/annexed buildings are sold by the Builders;
- g) To bear and pay any increment in price of building material, labor and other esculations as may be decided by the Builders whose decision shall be final and binding on the purchaser/s;
- h) Not to raise any objection or interfere with Builders' rights reserved hereunder;



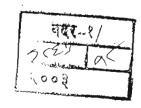


- To execute, if any further or other writing documents, consents, etc., as required by the Builders for carrying out the terms hereof and intentions of the parties hereto;
- To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc., at the costs and expenses of the purchaser/s which the Builders in their absolute discretion deem fit for putting into complete effect the provision of this Agreement.

The aforesaid consents, agreements and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the purchaser/s and/or possession of the said building is handed over to the society of the purchaser/s of the premises and vesting document is executed. The aforesaid covenants or such of them as the Bullders may deem fit will be incorporated in the vesting document they shall run with the property.

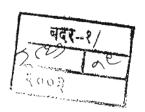
- 11. It is hereby expressly agreed that the time for the payment of each of the aforesaid installments of the consideration amounts shall be of the essence of the contract. All the above respective payments shall be made within seven days of the Builders sending a notice to the purchaser/s calling upon him/her/them to make payment of the same. Such notice is to be sent to the purchaser/s under Certificate of Posting at his/her/their address mentioned hereinafter and this posting will be sufficient discharge to the Builders as regards service of notice.
- 12. Without prejudice to their rights under this Agreement and/ or in law, the Builders shall be entitled to claim and the purchaser/s shall be liable to the Builders to pay interest at





the rate of 21% per annum, on all such amounts which may become due and payable by the purchaser/s and remain unpaid for seven days or more after becoming due.

On the purchaser/s committing default in payment on due date of any amount due and payable by the purchaser/s to the Builders under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoing) and on the purchaser/ s committing breach of any of the terms and conditions herein contained, the Builders 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 Builders unless and until the Builders shall have given to the purchaser/s fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the purchaser/s in remedying such breach within the said period of fifteen days after giving of such notice PROVIDED FURTHER that upon termination of this agreement as aforesaid the Builders shall refund to the purchaser/s the installments of sale price of the said premises which may till then have been paid by the purchaser/s to the Builders but the Builders shal! not be liable to pay to the purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amounts by the Builders, the Builders shall be at liberty to dispose off and sell the said premises to such person at such price as the Builders may in their absolute discretion think fit.



- 14. The purchaser/s shall not use the said premises for any purpose other than the purpose for which is allowed by the local authority and other authorities, nor use the same for any purpose which may or likely to cause nuisances in the building or to the Owners or occupiers of the neighboring properties nor for any illegal or any immoral purpose. The purchaser/s shall also not throw any dirt, rubbish, rage or other refuse or permit the same to be thrown in or from his/her/their said premises or in the compound of the said building or any portion thereof.
- 15. The fixtures, fittings and amenities to be provided by the Builders in the said building and in the said premises are those as described in the Annexture "6" hereunder written.
- 16. The purchaser/s shall on or before taking possession of the said premises keep deposited with the Builders the following amounts:
- A sum of Rs. 261/= share money and entrance fees of the proposed Society or Limited Company.
- (ii) A sum of Rs. 10,000/= (Rupees Ten Thousand Only) towards legal charges.
- (iii) Commencing a week after notice in writing is given by the Builders to the purchaser/s that the said premises is ready for use and occupation, the purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises etc.) of outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government, water charges, Insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary

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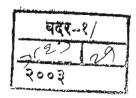
and incidental to the management and maintenance of the said property and buildings. Until the Society/ Limited Company is formed and the said property and building is transferred to it, the purchaser/s shall pay to the Builders such proportionate share of outgoings as may be determined.

The purchaser/s further agree/s that till the purchaser/s share is so determined the purchaser/s shall pay to the Builders provisional monthly contribution of Rs. 5220 /= per month towards the aforesaid outgoings. The amounts so paid by the purchaser/s to the Builders shall not carry any interest and remain with the Builders till the conveyance is executed in favour of the Society or a Limited Company subject to the provisions of Section 6 of the Maharashtra Ownership Flats Act, on conveyance being executed, the aforesaid deposits (less deductions provided for under this agreement) shall be paid over by the Builders to the Society or Limited Company as the case may be. The purchaser/s undertakes 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 shal not withhold the same for any reason whatsoever. However, a further sum of Rs. 62,648 /= (Rupees Only) equivalent to twelve months maintenance charges shall be deposited by the purchaser/s with the Builders before taking possession of the said premises.

(iv) A sum of Rs.10,000/= (Rupees Ten Thousand Only) as security Deposit for due performance of this agreement which will include the deposits payable to the concerned local authority or averment for giving water, electric or any







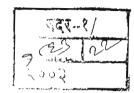
other services connection to the building in which the premises is situated. The balance of such deposit, if any, will be transferred to the society in the account of the purchaser/s and if this deposit amount is found short, the purchaser/s agree to pay such further amount as may be required by the Builders.

- (v) A sum of Rs. 8000/= (Rupees Eight Thousand only) towards the deposit to meet the legal expenses and other out of pocket expenses/expenditure for formation and registration of the Society or Limited Company.
- (vi) A sum calculated at the rate of Rs. 14 /= (Rupees FourteenOnly) per sq.ft. being the present rate or the sum calculated at any other rate as may be increase or decrease at the material time in respect of the proportionate area of the said premises towards the betterment charges and/or development charges that would be levied in respect of the said property by the B.M.C and/or State or any other Government.
- (vii) Rs. 18,270 /= (Rupees Er8hteen Thousand Two Hundra Servity Only) Rs. 14/= per Sq. Ft. being proportionate development / betterment charges.
- (viii) Rs. 22500/= (Rupees Twenty Two Thousand Five Hundred Only) for three phase electric meter charges.
- 17. The Builders shall utilise the sum of Rs. 10,000/= & Rs. 8000/= as mentioned in clause 16(ii) & 16(v) paid by the purchaser/s to the Builders for meeting all legal costs, charges and expenses including professional fees of the Advocates & Solicitors of the Builders in connection with formation of the said Society or Limited Company as the







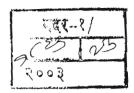


case may be preparing its rules, regulations and bye laws.

- 18. The purchaser/s shall pay to the Builders the purchaser/s share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or lease or any document or Instrument of transfer in respect of the said property and the said building to be executed in favour of the Society or Limited Company which if demanded by the Builders shall be paid and deposited by the purchaser/s with the Builders at the time of taking possession of the said premises.
- 19. The Builders shall maintain a separate account in respect of sums received by the Builders from the purchaser/s as advance or deposit, sums received on account of the share capital from the promoters of the Co-operative Society or a Limited Company or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have received.
- 20. The Builders shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold flats/garages/parking space etc.,. The Builders will bear the Municipal assessments if any payable and nothing else.
- 21. The Builders hereby declare that the floor space index available in respect of the said property is <a href="2.0">2.0</a> and that no part of the said floor space Index has been utilised by the Builders elsewhere for any purpose whatsoever. The residual F. A. R. (F.S.I.) if any, in the said property shall be that of the Builders.

 The Builders hereby agree to observe, perform and comply with all the terms, conditions, stipulations and patrictions.

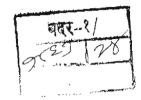
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If any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the purchaser/s obtain from the concerned local authority, occupation and /or completion certificate in respect of the said premises. The possession of the said premises shall be transferred and handed over by the Builders to the purchaser/s immediately on obtaining of occupation certificate or building completion certificate and against payment of the balance purchase price and other amount payable by the purchaser/s to the Builders under this agreement.

- 23. The purchaser/s agree and undertake to pay all the amounts payable under this Agreement as and when called upon by the Builders and the Builders are not bound to give any notice and the absence thereof shall not be admitted as an execute for non payments of any amount/ amounts on the due dates. The purchaser/s further agree and undertake to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Builders Indemnified against the said payments and observance and performance of the said terms, conditions and covenants to be observed and performed by the purchaser/s under this agreement.
- 24. If the purchaser/s neglèct, omit or fail for any reason whatsoever to pay to the Builders any of the amounts or dues payable by the purchaser/s under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time herein specified and if the purchaser/s in any way fall to perform and/or observe any of the terms and conditions and stipulations

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and covenants herein contained on his/her/their part to be observed and performed then this agreement shall cease and stand terminated and the earnest money and all other amounts till then paid by the purchaser/s shall be refunded to the purchaser/s and the purchaser/s hereby agree to forfeit all his/her/their right, title and interest in the sald premises and in such an event, the purchaser/s shall also be liable to immediate ejectment as trespasser, However, the rights given under this clause to the Builders shall be without prejudicing to any other rights, remedles and claims whatsoever of the Builders available against the purchaser/s under this Agreement and/or otherwise.

- 25. Till the said property is conveyed and conveyance and/ or lease in respect of the said property is executed in favour of the Society or the Limited Company as the case may be, the Builders shall be permitted to make additions, alterations or put up any additional structures as may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I. and/or TDR on the said property. Such additions, structure or floors shall be the property of the Builders and the Builders will be entitled to dispose off the same in any manner as they deem fit without adversely affecting the said premises of the purchaser/s.
- 26. The purchaser/s agree/s and undertake/s to permit and give the Builders all facilities for making any additions, alterations or to put up any additional structures or floors on the said property till the said property is conveyed and conveyance and/or lease in respect of the said property is executed in favour of the Society or the Limited Company as the case may be. The purchaser/s further agree and

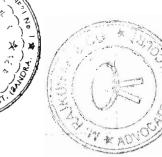
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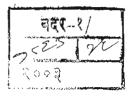


undertake not to object to such construction on the ground of nuisance, annoyance and/or for any other reason.

- It is hereby expressly agreed that the Builders shall be entitled to self the flats/ garage/ parking space etc., in the said building and other structures on the said property for residential or for any other user that may be permitted by the Bombay Municipal Corporation and other authorities in that behalf and that the purchaser/s or his/her/their permitted transferee and/or transferees shall not object to the user of any of the said flat/ garage/ parking space etc., for the aforesaid purpose at any time in future by the respective acquires/purchaser/s thereof. The purchaser/s agree to bear and pay increase in local taxes water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority on account of change of user of the said flat/ garage/ parking space etc., by the purchaser/s viz user for any purpose other than for the permitted purpose or parking purpose as the case may
- 28. The purchaser/s his/her/their servants or agents shall not be entitled to park the Motor Car, Motor Cycle, Scooter, Cycle and/or other vehicles in the compound of the building except with the consent and prior permission of the Builders and in accordance with the rules framed by the Builders and/or the Cooperative Society or Limited Company as the case may be.
- 29. It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in lavour of the purchaser/s in respect of the said premises the Builders shall be at liberty to self, assign, mortgage or otherwise.



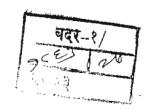




deal with or dispose off its right, title and interest in the said building and/or in the said property or any part thereof or open land surrounding the said building and give them as open parking space or in any other manner they deem fit including any portion or portions of the said property and the same shall be binding on the purchaser/s.

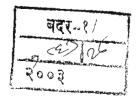
- 30. The Builders shall have a first charge and lien on the said premises in respect of any amount payable by the purchaser/s under the terms and conditions of this Agreement.
- 31. If any portion of the said property is acquired or notified to be acquired by the Government, or any other public Body or authority, the Builders till the said property is conveyed and the conveyance in respect of the said property is executed in favour of the said Society or the Limited Company as the case may be, shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or TDR or all other benefits in respect thereof. The Builders shall also be entitled to use any additional F.S.I. or TDR or additional construction that may be permitted by the Local Body or concerned authority on the said property for any reason whatsoever including F.S.I. or TDR in respect of any adjoining or neighboring or other property. Such additional structure and storeys will be the sole property of the Builders who will be entitled to dispose off the same in any way they choose and the purchaser/s hereby irrevocably consent to the same. Under the circumstances aforesaid, the purchaser/s shall not be entitled to raise any objection or to any abatement in price of the said premises agreed to be acquired by him/her/them and/or for any compensation or damage on





the ground of inconvenience or any other ground whatsoever, It is agreed by and between the parties hereto that if the permitted floor space index or density is not consumed in the building being put up and/or at any time further construction on the said property is allowed and the Society or the Limited Company is formed or registered by that time, then the Society or Limited Company shall have the right to put up additional construction and storeys and/or consume the balance floor space index and/or additional floor space index of any other property in any other manner whatsoever.

- 32. Any delay or indulgence shown by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser/s shall not be constructed as a waiver on the part of the Builders for any breach or non compliance of any of the terms and conditions of this agreement by the purchaser/s nor shall the same in any manner prejudice the rights of the Builders.
- 33. It has been expressly agreed between the Builders and the purchaser/s hereto as also the acquirers of the different flats/garages/parking space etc., that in case the said building collapses or any damages is caused due to any Act of God, earthquake, floods or any natural calamity, Act of enemy, war or due to any other cause which is beyond the control of the Builders, the Builders shall not be in any way liable to reconstruct the building or to carry out the repairs.
- 34. The Builders shall be entitled to enter into agreements with other purchaser/s on such terms and conditions as the Builders may deem fit or alter the terms and conditions of the agreements already entered into by the Builders with

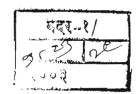


other purchaser/s, if any, without affecting or prejudicing the rights of the purchaser/s herein in respect of the said premises under this Agreement.

- 35. The name of the building shall forever be "NISARG APARTMENTS" and the name of the society shall bear the same name or as the Builders may decide hereafter.
- assign, mortgage, charges or in any manner encumber or deal either or dispose off or part with his/her/their interest or the benefit of this agreement or any part thereof in the said premises until all his/her/their dues of whatsoever nature owing to the Builders are fully paid whether it has become due or not and only if the purchaser/s have not been guilty of breach or of non compliance of any of the terms and conditions of this agreement and till such time, the conveyance or any other document of transfer as hereinafter referred to is executed, he/she/they shall have to obtain the previous consent in writing of the Builders.
- 37. The purchaser/s and the person/s to whom the said premises are let, sublet, transferred, assigned or given possession of (after prior written permission of the Builders) shall from time to time sign all applications paper and documents and do all acts, deeds and things as the Builders and/or the society may require for safe guarding the interest of the Builders and/or the other premises holders in the said building.
- 38. In the event of the purchaser/s attempting to and/or disposing of the said premises or any part thereof, to any person or party (without the written consent of the Builders) this agreement shall without further notice automatically and forthwith stand cancelled and revoked



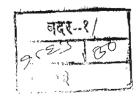




and then and in such event the amounts paid till then by the purchaser/s to the Builders under this agreement shall be refunded to the purchaser/s without any interest and in the event if the possession of the said premises is handed over by the Builders to the purchaser/s then and in that event the said amounts shall be refunded against the purchaser/s handing over back the possession of the said premises to the Builders.

- 39. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part thereof. The purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all open spaces, staircases, lobbies, unallotted parking spaces, terrace, garden if any etc., will remain the property of the Builders until the said property is transferred to the proposed Cooperative Society or the Limited Company under this Agreement.
  - the Purchaser/s on or before Mar 2003. If the Buildersfail or neglect to give to the Purchaser/s possession of the said premises on account of reason beyond their control and of their agent as per the provisions of Section 8 of the Maharashtra Ownership Flats (Regulation of the promotion of Construction Sale, Management And Transfer) Act, 1963 (as amended) by the aforesaid dates prescribed in Section 8 of the said Avit, then the Builders shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said premises with simple interest at the rate of 9 (nine) percent per annum from the

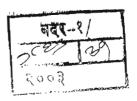
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date the Builders received the same till the date the amounts and interest thereon are repaid provided that by mutual consent it is agreed by and between the parties hereto that dispute if any as to whether the said Section 8 is applicable or not or otherwise the same shall be referred to the competent authority who will act as an arbitrator. Till the entire amounts and the interest thereon are refunded by the Builders to the Purchaser/s, the same shall, subject to prior encumbrances if any, be a charge on the said property as well as the construction or building in which the promises is situated or was to situate. PROVIDED THAT, the Builders shall be entitled to extension of time for giving delivery of the said premises on the aforesaid date of the completion of the building in which the said premises is to be situated is delayed on account of;

- non availability of steel, cement, other building material, water or electric supply;
- (ii) war, civil commotion or act of god;
- (iii) any notice, order, rule, notification of the Government, BMC and/or other public or Competent Authority;
- 41. The purchaser/s shall take possession of the said premises within Seven (7) days of the Builders giving written notice to the purchaser/s intimating that the said premises is ready for use and occupation.
- 42. The purchaser/s shall on receipt of possession as provided in the agreement use the flat/garage/parking space etc., or any part thereof or permit the same to be used only for the purpose of residential/parking and/or for such other purpose as may be authorised by the Builders in writing and as may be permissible in law by the concerned local

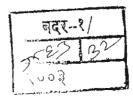




authorities in that behalf. They shall use the garage or parking space only for the purpose of keeping or parking the purchaser's own vehicle.

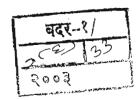
- 43. The purchaser/s shall on receipt of possession as provided herein not store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damages the construction or structure of the said building or storing of which goods is objected by the concerned local authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase common passages, lift or any other structure of the said building and in case any damage is caused to the said building or the said premises on account of negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the breach.
- The purchaser/s after receipt of possession of the said 44. premises shall not demolish or cause to be demolished the same or any part thereof, nor at any time make or cause to be made addition or alteration of whatever nature on or to the said premises or any part thereof, nor any alteration in the elevation and outside color scheme of the said building in which the said premises is situated and shall keep the portions, sewers, drains pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage to columns beams, walls, slabs or RCC paradise or other structure in the said premises without the prior written permission of the Builders and/or the Society or the Limited Company.

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- 45. The purchaser/s shall after the receipt of the possession as stated in this agreement shall carry out at his/her/their own cost all internal repairs to the said premises and maintain the same in the same condition, state and order in which it was delivered by the Builders to the purchaser/s and shall not do or suffer to be done anything in or to the said building or the said premises and shall abide by all the bye-laws, rules and regulation of the Government and/or any other public authority.
- 46. The purchaser/s shall not be entitled to any rebate and/or concession in the price of his/her/their said premises on account of the construction of any other building/s and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement/hoarding put on the said property.
- 47. It is expressly agreed and confirmed by the purchaser/s hereto that till the proposed Society or Limited Company is formed and the property is transferred to the said Society or Limited Company, the purchaser/s shall have no right in the said property.
- 48. The purchaser/s shall sign all papers and documents and do all other things that the Builders may require him/ her/them to do and execute from time to time for more effectively enforcing this agreement and/or safeguarding the interest of all persons acquiring, the remaining premises in the said building or on the said property. In the event of the purchaser/s falling to sign any papers required by the Builders as hereinbefore provided, this Agreement shall stand terminated and the purchaser/s shall have no claim in the said promises or against the Builders whatsoever

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except for refund or repayment of the amount paid so far by him/her/them.

49. All notices to be served on the purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the purchaser/s under Certificate of Posting at his/her/their address mentioned below.

> A/402, Jay Apartment, Nehru Road, Sontacruze, Mumbas. 450 055

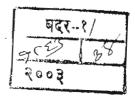
- 50. The purchaser/s shall check up all the fixtures and fittings in the said premises before taking possession of the same. Thereafter, the purchaser/s shall have no claim against the Builders in respect of any litem or work in the said premises or in the said building/buildings which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plan, specifications, and/or this agreement and/or otherwise howsoever in relation thereto.
- 51 The purchaser/s shall permit the Builders and their surveyor and agents with and without workmen and others at all reasonable times to enter upon his/her/their premises or any part of the building and/or cables, water covers, fittings, wires, structures and other convenience belonging to or serving or used for the said building and also for the purpose of laying down, maintaining repairing and testing drainage, gas and water pipes and electric wires and/or similar purpose and also for the purpose of cutting off the water supply to the premises or any other premises in the building in respect whereof the purchaser/s or the occupiers





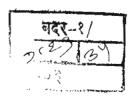


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of such other premises as the case may be shall have committed default in paying his/her/their share of the water tax and/or other outgoings and the electric charges.

- 52. The purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to by payable in respect thereof or which may or likely to cause nuisance or annoyance to occupiers of the other premises in the building.
- Notwithstanding any other provisions of this agreement the Builders shall be entitled to their sole and absolute discretion;
- (a) to have a Society and/or Limited Company and/or any other body or bodies of purchaser/s formed and constituted as contemplated herein.
- (b) to cause to be conveyed and transferred the building and/ or buildings together with the land beneath the same on the said property in favour of such Society and/or Limited Company and/or other Association.
- (c) to cause to be conveyed and/or transferred such appurtenant land if any, along with the conveyed and/ or other document for transfer of the building with the land beneath the same.
- (d) decide and determine how and in what manner the infrastructure including the common utility areas such as garden and roads if any, may be transferred and/or conveyed.
- (e) to provide for and incorporate covenants and restriction and obligations with regard to the provision for maintaining the infrastructure and common amenities including garden and roads, if any.

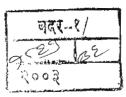


- (f) to decide from time to time when and what sort of document of transfer should be executed.
- 54. The purchaser/s along with other purchaser/s of the said premises in the building shall Join in forming and registering the Society or a Limited Company to be known by such names as the Builders may decide and the purchaser/s shall cooperate the Builder/s to enable the Builders to register the organisation of the purchaser/s under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership flats (Regulation of the Promotion of construction, sale, Management and Transfer) Rules, 1964. No objection shall be taken by the purchaser/s if any changes or modifications are made in the draft byelaws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.
- The Builders shall, within One year of the formation and registration of the Society or Limited as aforesaid—and receipt of the occupation/building completions certificate of the building/s on the said property but subject to the Builders completing the constructions on the said property by utilising full available FSI and/or TDR, cause—to be transferred to the Society or Limited Company, all the right, title and interest of the Builders and/or the Owners of the said property together with the building by obtaining or executing the necessary conveyance or lease of the said property (or to the extent as may be permitted by the Authorities) and the said building in favour of such Society or Limited Company, as the case may be. Such conveyance shall be in keeping with the terms and provisions of this Agreement.

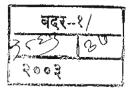








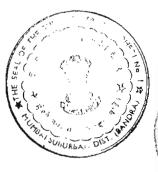
- 56. The powers and authority of the Society or the purchaser/s herein and other purchaser/s shall be subject to the overall power, control and authority of the Bullders in any of the matters concerning the building and other structures on the said property the construction and completion thereof and all amenities pertaining to the same and in particular the Bullders shall have absolute authority and control as regards the unsold flats/ garages/ parking spaces etc., and the disposal thereof.
- 57. The Builders shall, if necessary, become a member of the Society in respect of their rights and benefits conferred herein or otherwise. If the Builders transfer, assign, and dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the purchaser/s thereof shall become the member of the Society in respect of the said rights and benefits. The purchaser/s herein and the society will not have any objection to admit such assignee or transferee as the member of the Society.
- 58. Any additions and alteration in the said premises and/or in respect of the specifications and amenitles by the purchaser/s may if agreed by the Builders shall be carried out by the Builders at the risk and extra costs of the purchaser/s which shall be paid in advance by the purchaser/s before the work is carried out by the Builders.
- 59. Vimla & Co., Advocates & Solicitors of the Builders shall prepare and/or approve as the case may be any transfer deeds, and/or documents to be executed in pursuance of this agreement.
- 60. The transaction covered by this contract at present is not understood to be a sale liable to tax under the sales Tax Law. If, however, by reason of any amendment of the constitution or enactment or amendment of any other law,



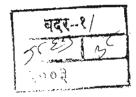
central or state, this transaction is held to be liable to tax as a sale or otherwise, either as a whole or in part and any inputs or materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the purchaser/s along with other purchaser/s on demand at any time.

- The Builders shall not be responsible for the consequences arising out of charges in law or change in municipal and other laws, rules, regulations etc.,
- 62. The Builders shall have the first charge on the said premises agreed to be acquired by the purchaser/s in respect of any amounts due and payable by the purchaser/s under the terms and conditions of those agreement.
- 63. The purchaser/s shall present this agreement at the proper registration office for registration within the time limit prescribed by the registration Act thereafter the purchaser/s shall intimate to the Builders the number under which this agreement is lodged for registration and thereupon the Builders will attend the said registration office and admit execution thereon.
- 64. At the time of conveyance or lease of the said property and the said building, if any permission is required to be obtained or any compliance is to be effected of the Urban Land (Ceilling & Regulation) Act, 1976 and or of the Land Acquisition Act and or any Central or State Legislation and/or any rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by what ever name called, the same shall be complied with by the purchaser/s and/or the Society, in consultation and cooperation with the Bullders and all costs, charges, and expenses, if any, that may have to be incurred in connection therewith, shall be borne and paid by the purchaser/s and/or the society.









65. PROVIDED ALWAYS that if any disputes, difference or question at any time hereafter arises between the Builders and the purchaser/s or their respective representative in respect of the constructions of this presence or concerning any thing herein contained or arising out of this presence or as to the rights, liabilities or the duties of the said parties hereunder the same shall be referred to arbitration of two persons to be appointed by each party. The arbitrators may in their turn appoint umpire. Provisions of the Indian Arbitration Act and Reconciliation Act as the case may be shall apply to such reference.

66. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the rules made thereunder.

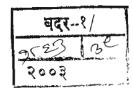
## THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land together with bungalow/building, structure, mali shed, outhouses, messuages and tenements standing thereon bearing Final Plot No.9 of Town Planning Scheme No.III of Vile Parle (West), bearing City Survey No.1234, 1234/ 1 to 4 admeasuring 719.06 square meters or thereabouts situate lying and being at 5, Basant Road of Village Vile Parle (West), Taluka Andheri, in the Registeration District and Sub-District of Bandra and District Bombay Suburban, bearing Municipal "K" (West) Ward No.8624 (1) Street No.6 and "K" (West) Ward No.8624 (2) Street No.7 and bounded as follows that is to say:

on or towards the East : by Plot bearing Nos. 11 & 12. on or towards the West : by Plot bearing.T.S.No.9. on or towards the South : by Plot bearing No.15B. on or towards the North : by public Toad No.8.

IN WITNESS WHEREOF the parties hereto have hereunto and to the duplicate hereof set and subscribed their hands on the day and year first hereinabove watten.

(I'GURBAN

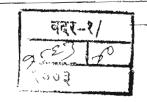


SIGNED AND DELIVERED by the withinnar	<u> </u>	$\epsilon$
"BUILDERS" MESSERS DARSHAN BUILDI	ERS & ) Le (cer anen eu.	
DEVELOPERS in the presence of	) .	
SIGNED AND DELIVERED by the withinnan	med )	
"PURCHASERS" MR ARVIND K	ARIYA) Kariya,	in 17
in the presence of	)	
RECEIVED today of and from the withinnar	med )	
purchaser/s a sum of Rs. 27,00,501/=	)	
(Rupoes Twenty seven lay	)	
Only) being the amount of earnest money p	paybale )	\$
by them/him/her to us as herein mentioned.	. ) Rs. <i>ইব, দা, তা  </i> =	is ,
WITNESSES:		<u></u>
WE SAY RECEIVED		
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	It.	
2 / alli Rameth Mitalia	1 1	

BUILDERS.







## LIST OF AMENITIES:

- · Granamite or Granite tiles flooring in entire flat.
- Granite kitchen platform with stainless steel sink & glazed tile dado up to window height.
- · Granamite / Granite flooring in toilets with coloured Glazed Tiles dado
- · Oil bond distumber finish on all walls and ceilings in entire flat.

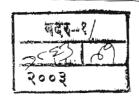
## **DOORS & WINDOWS:**

- · Decorative main door, wooden frame in teak wood.
- · Designer flush doors for Bedrooms and Toilets.
- Fancy brass accessories fittings & fixtures for every door.
- · Anodized aluminum sliding windows with Marble frame.
- · Standard quality of safety lock.
- . M.S. grills on every window.

## PLUMBING & ELECTRIFICATION FITTINGS:

- Extensive electrical layout with concealed copper wiring. T V / Telephone Points
  in living room & bedrooms. Exhaust fan point in toilets. Aqua guard, Washing
  Machine, Mixture, Geyser, Fridge points in kitchen. A.C. point in bedrooms.
- Concealed plumbing with Hot & Cold water mixer. Color sanitary wear / branded C.P. Fittings and geyser in each toilet. Provision for washing machine, Aqua guard & Geyser in kitchen.





## VIMLA & CO.

Advocates & Solicitors

504, Greenland Apt. No.4, J.B.Nagar, Andheri (East), Bombay-400 059. Tel:832 30 93 / 835 40 83

Ref No. :

Date:

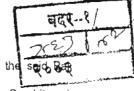
#### TITLE CERTIFICATE

Re. In the matter of property being all that prece or parcei of land together with bungalow/building, structure, mail shed, outhouses, messuages and tenements standing thereon bearing Final Plot No.9 of Town Planning Scheme No.III of Viie Parle (West), bearing City Survey No.1234, 1234/ 1 to 4 admeasuring 719.06 square meters or thereabouts situate lying and being at 5, Basant Road of Village Vile Parle (West), Taluka Andher, in the Registeration District and Sub-District of Bandra and District Bombay Suburban, bearing Municipal "K" (West) Ward No.8624 (1) Street No.6 and "K" (West) Ward No.8624 (2) Street No.7.

We have gone through the title of M/s Darshan Builders & Developers in respect of the above property and as regards its title in respect of the said property we have to certify and state as under;-

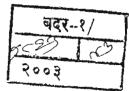
(a) One Bai Sumati Kailashnath Purohit was seized and possessed of or well and sufficiently entitled to a plot of land together with bungalow/building, structure, mali shed, outhouses, messuages and tenements known as "Veena Vihar" standing thereon bearing Final Plot No.9 of Town Planning Scheme No.III of Vile Parle (West), bearing City Survey No.1234, 1234/ 1 to 4 admeasuring 719.06 square meters or thereabouts situate lying and being at 5, Basant Road of Village Vile Parle (West), Taluka Andheri, in the Registration District and Sub-District of Bandra and District Bombay Suburban, bearing Municipal "K" (West) Ward No.8624 (1) Street No.6 and "K" (West) Ward No.8624 (2) Street No.7 more particularly described in the schedule hereunder written and hereinafter referred to as the said "Veena Property" by virtue of Deed of Conveyance dated 8<sup>th</sup> October, 1940 registered in the office of the Sub Registrar at Bandra under Serial No.1104 in Book No.I on 9<sup>th</sup> October, 1940 registered and the office of the Sub Registrar at Bandra

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- (b) In or about 1945, dispute and differences arose between the Seid Samati Kailashnath Purohit, her sons, Vinayak Kailashnath Purohit and Dileep Kailashnath Purohit;
- (c) As a result mediation and conciliation amongst the family members, relatives and friends, an oral partition was effected amongst the said Bai Sumati Kailashnath Purohit, her sons Vinayak Kailashnath Purohit, Dileep Kailashnath Purohit and her unmarried daughters, Veena Purohit and Seeta Purohit as a result whereof in consideration of payments made to the said Vinayak Kailashnath Purohit by the said Dileep Kailashnath Purohit one half share in the Veena property was given to the Dileep Kailashnath Purohit;
- (d) Consequent to the said oral partition, mutations were effected in the revenue and other records and the name of the said Dileep Kailashnath Purchit was added alongwith the said Bai Sumati Kailashnath Purchit as the owner thereof;
- (e) The said Bal Sumati Kailashnath Purshit died on 17th November, 1969 at Kailawadi, Navsari in Gujarat State having made and published her last Will and Testament dated 28th May, 1960 leaving behind her two sons, Vinayak Kailashnath Purshit and the said Dileep Kailashnath Purshit and two daughters namely Smt. Veena Indravadan Shroff and Smt. Seeta Naren Bhatt as her only heirs and legal representatives according to the Hindu Succession Act by which she was governed at the time of her death and appointed her son Dileep Kailashnath Purshit, as sole executor of her last Will and Testament as therein mentioned,
- (f) On or about the 2<sup>nd</sup> day of December, 1974 probate was granted unto the said Dileep Kailashnath Purohit by the High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction, Petition No 879 of 1970;
- (g) Under the last Will dated 28th May, 1960 the late Bai Sumati Kailashnath Purohit bequeathed the right of ownership (i.e. 1/2 share) of the said Veena property to the said Dileep Kailashnath Purohit absolutely, and exclusively;
- (h) The said property is declared under Urban Land (Ceiling & Regulation Act, 1976 within the ceiling limit by order passed by the Additional

SUBURBAT



Collector & Competent Authority (ULC), Gr. Bombay vide his order dated 18<sup>th</sup> January,1982 bearing No Desk-VI/A/SR-6(I)/IV-124

- (i) We have issued the Advertisement/Public Notice inviting the claims against the said property which was published in Bombay Samachar Daily and Free Press Journal Daily both dated 7th October,1999 and thereafter a typegraphical correction in name was also published in Bombay Samachar Daily and Free Press Journal Daily both dated 11th October,1999 and till date we have not received any claims to or against the said property.
- (j) We have taken the search through search @lerk Mr. B.S. Randive in the office of Sub-Registrar Bandra and Mumbai from 1-1-1940 to 30-10-1999 and on perusal of the said search we have not come across any encumbrances on the said property and the City Survey Records of the said property stands in the names of Bai Sumati Kailashnath Purohit and the said Dileep Kailashnath Purohit.
- (k) By a Deed of Transfer dated 25<sup>th</sup> January,2000 and lodged for registration in the office of the Sub-Registrar at Mumbai under Serial No.BBR-1/563 2000 entered between the said Dileep Kailashnath Purohit as the proving Executor of the Last Will and Testament of late Bai Sumati Kailashnath Purohit the said Veena Property is conveyed and transferred in favour of the said Dileep Kailashnath Purohit;

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- (I) In the circumstances herein above the said Dileep Kailashnath Purohit was exclusively entitled to the use, occupation and possession of the said Veena Property more particularly described in the schedule hereunder written.
- the said Dileep Kailashnath Purchit therein called the Party of the One Part and M/s. Diharshan Builders & Developers therein called the Party of the One the Other Part, the said the said Dileep Kailashnath Purchit agled to exchange and sell to M/s. Dilarshan Builders and Developers the said property more particularly described in the scaedula hereunder written for the consideration and upon the terms and conditions in the mentioned;

SUBURBAN



In pursuance of the aforesaid Agreement of Exchange dated 28 January,2000 the said Dileep Kailashnath Purohit has also executed a Deed of Exchange dated 21st December,2000 whereby transferring and conveying the said property more particularly described in the first schedule thereunder written and the same being the schedule hereunder written in favour of the said M/s. C' arshan Builders and Developers herein as therein mentioned and the same is registered with the Sub-Registrar of Assurance at Bandra under Serial No.BDR-1/490 of 2001 on 31st January,2001;

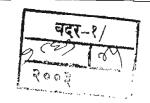
(n)

- December,2000 the said Dileep Kailashnath Purohit have executed an irrevocable Power of Attorney dated 29th January, 2001 empowering the partners of the said M/s. D arshan Builder and Developers to develop the said property as therein mentioned and have also executed an Declaration -Cum -Indemnity dated 17th January,2001 indemnifying the said M/s. D arshan Builders and Developers against any claim of any nature on the said property as therein mentioned.
- (p) In pursuance of the aforesaid Deed of Exchange dated 21st December,2000 the said Dileep Kailashnath Purohit have also executed the letter of Possession dated 17th January,2001 in favour of the said M/s. Di arshan Builders and Developers, putting the said M/s. Di arshan Builders and Developers into the vacant and peaceful possession of the said property more particularly described in the schedule hereunder written free from any encumbrances, litigations, mortgages and with marketable title,
- (q) In view of the aforesaid and subject to what is stated hereinabove we certify that the said property is free from all encumbrances and having marketable title.

#### THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land together with bungalow/building, structure, mali shed, outhouses, messuages and tenements standing thereon bearing Final Plot No.9 of Town Planning Scheme No.fil of View Parle (West), bearing City Survey No.1234, 1234/1 to 4 admeasuring 719 ob square meters of thereabouts situate lying and being at 5. Basant Road of Village Ville Parley

SUBUNDATE OIST



(West), Taluka Andheri, in the Registeration District and Sub-District of Bandra and District Bombay Suburban, bearing Municipal "K" (West) Ward No.8624 (1) Street No.6 and "K" (West) Ward No.8624 (2) Street No.7 and bounded as follows that is to say:

on or towards the East . by Plot bearing Nos. 11 & 12.

on or towards, the West by Plot bearing, T.S.No.9.

on or towards the South : by Plot bearing No.158.

on or towards the North : by public Toad No 8.

Dated this 1st day of February, 2001

For Vimla & Co.,

Sd/-

Advocates & Solicitors

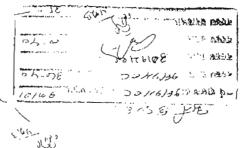




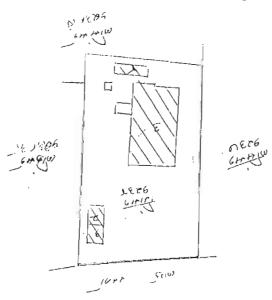


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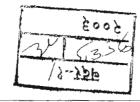


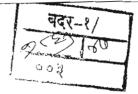


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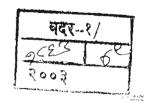
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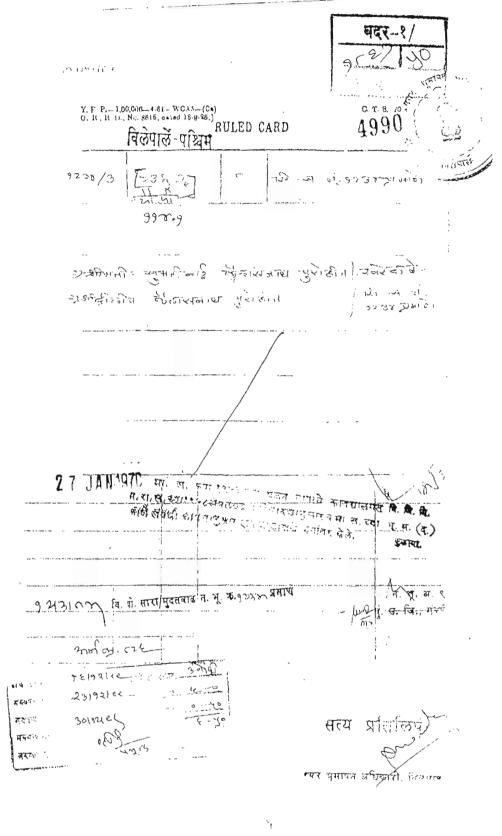
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6990-93-14,000 Poznac<sup>(A)</sup> (1) } ) ) ) ) ) ) कायनगर the water that the substitution and ATTO भ्रम छाइद्रियाम्ब is replying planes quote Me, and date of this letter. महानगर पालिक्षणी कार्यालये भार. के. पाटकर मार्ग, स्वरं ५८ Inthantion of Disapproval under Section 346 of the Business Municipal Corporation Act, on amended up to deta-E18 38 B/CE/ 5590 MA/AK. #£ £99 -199 15 JUL 1995 MEMORANDUM Municipal Office To. Dilcep Shri <del>Dilip</del> Purchit. Biomethay ..... 199 With reference to your Nomes, letter No. 337 Served 22 12 1994 and defirered on ---- 199. . . and the plane, Sections, Spenificanous and Doroription and Further particulars thy thoroof reasons :--A) That the C. C. under section 69(1)(a) of the M.R. and T. P. Act will not be obtained before starting the proposed work. B) That the necessary documentary evidence regarding ownership area and boundaries of holding will not be submitted by way of extract from property registered Card (7/12 Utara) or from D.1. of L.R., conveyance deed etc. and plot boundaries of will not be got demarcated athrough D.1. L. R. before start of work.

C) That the copies of 1.0. D. conditions and other layout/sub-division conditions imposed by the Municipality in connection with the development shall not begaten to the world be purchasers skand shall not be displayed at site. displayed at site. D) That the proper sanitary arrangements for workers will not be provided before starting the proposed work. E) 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 before starting the work and also will not be renewed during the construction. P) 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. G) That the low lying plot be filled upto a reduced level of atleast 92 T.H.D.or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and levelled rolled, consolidated and sloped towards road side, before starting the work.

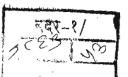
H) That the specifications for layout/D.P./or access roads/ development est set ack land will not be obtained from E.E.R.C. (H.&K-Wards) before starting the construction work and the access and setback land willnot be developed accordingly including providing street lights and S.W.D. the completion Cft.will not be obtained from E.E(R.C.) before submitting B.C.C.

1) That the Structural Engineer will notbe appointed asper proforma 'A'

Supervision memo asper proforma B', will not be submitted by him,

proforma 'C' will notbe submitted for amended plans, if any, and proforma
'D' along with 2 sets of completion plan of structural work (one set on canvas) will not be submitted (Asper C.E.'s Circular North 11357/ F of J) That the structural design and calculations for the property or, and for existing bldg. showing adequacy thereof to take up and tonal load are not submitted before are not submittedbefore C.C.
K) That the requirements of by claw 4(c) will not be will notbegot approved befrom this office by the proposed and the same starting the drainage work.

" UNEAN OTE



( ) That proper guiters and down pipes are not intended to be put to prevent water dropping then the leaves of the reof on the public street.

( ) That the drainage work generally is not intended to be excepted in accordance with the Municipel: requirements.

Your attention is drawn to the Special Instructions and Motes accompanying this Intimation of Disappeared.

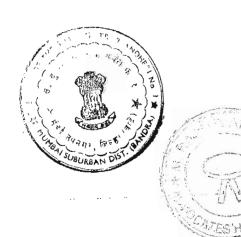
Enscentes tingineer, Endeding Proposels,

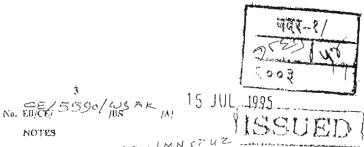
#### SPECIAL INSTRUCTIONS.

() This intimation gives no right to build from ground which is not your property.

- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amonded, the Municipal Commissioner for Greater Bombay has responsered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and wasted in the Commissioner by Section 346 of the said Act.
  - (3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels:
- "Every person who shall erect as new domestic building shall cause the same to be built so that every-
- "(a) Not less than, 2 feet (60 cms.) above the country of the adjoining atreet at the nearest point at which the drain from such building can be connected with the sower than existing or thereafter to be laid. In such street."
  - (I) Not kee than 2 feet (60 sees.) shows every portion of the ground within 5 feet (160 cms.) of such bailding.
    - "(c) Not less than 92 A. ( ) metres above Toon Hall Datum."
- (4) Your attention is invited to the provisions of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of arcested of a new bailding or occupation of a building which has been vacant, to the Commissioner, within afteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is pushshable rader Section 471 of the Act irrespective of the fact that the valuation of the premises will be hable to be revised under Section 167 of the Act, from the earliest possible dotten the current year is which the nearly-tree an occupation is detected by the Assaw and Collector's Department.
- (5) Your attention is further drawn to the provision of Section 355-A about the necessity of a mitting occupation certificate with a view to enable the Municipal Commissioner for Orester Bombay to inspect year premises and to grant a permission before computer and to lovy pountly for non-compliance under Section 471 if necessary.
- (6) Proposed this of communication of work should be reasonable as per requirements of Section 347. (1) (ar) of the Bombay Municipal Corporation Act.
  - (7) One more copy of the block plus should be seemitted for the Collector, Bombay Subarbs District.
- (5) Recessory permission for Non-agricultural use of the hold shall be obtained from the Collector Bounday Judiurban District before the work is started. The Non-agricultural assessment shall be paid at the tite that may be fixed by the Collector, under the Lond Revenue Code and Rules thereunder.

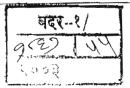
Autorion is drawn to the notes Assessingles Ris Intimution of Disarproval.





- The work should not be started unless objections A Test LMN 57 UZ are compiled with
  - (2) A certified set of latest approved plans shall be displayed on such in the time of commencement the work and during the progress of the contraction word.
  - (3) Temporary permission on preparent of deposit should be obtained for any shed to home and stone for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional national shall be demolished before submission of building completion conflictle and a extulicate signal by Architect submission with the building completion certificate.
  - (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
  - (5) Water connection for constructional purposes will not be given until the hospiling is constructed and application is made to the Ward Officer with the required deposit for the construction of corrage entrance, over the road sade drain.
  - (6) The conners shall intimate the Hydraulic Engineer or his representative in Words attenst 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 presented that Monicipal 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 scalfoldings, bricks metal, sand, preps debris, etc., would 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 objections 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 and dimension.
- (11) The application for sover street connections, if necessary, should be outly standanes by with commencement of the work as the Municipal Corporation will require time to consider afternative site to avoid the exervation of the road and footpath.
- (12) All the terms and conditions of the approved layout/anti-division under No. of should be adhered to and complied with.
- (43) No Building Drainage Completion Certificate will be accorded non-water connection pranted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation-Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amounty open space should be developed before submission of Building Completion Certificate.
- (15) The neess road to the full width shall be constructed in water bound maendam before commenting work and should be complete to the satisfaction of Manicipal Commissioner including asphelting lighting and draining before submission of the Bailding 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 broken glass pieces at the rate of '25 cubic metres per 10 Sq. metres below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below, level of bottom, of road sade drain without obstruction 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 demollahed are demollahed.
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(k) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commercing the work under Section 247(t) (na) or your starting the work without removing the structure proposed to be removed the newhalf to be taken as a severe breach of the conditions under which this Intimation of Disappoor's in Issued and the sanction will be revoked and the commencement certificate general under Section 13 of the Maha mashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.

SUBURBAN DIS



- If it is proposed to denotish the existing structures by negotiations with the tenance, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Emplacer is satisfied with the following :---
  - Specific plans in respect of crititing or rebouring the existing tenants on your stuffing two number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard reat.
  - (iii) Plans showing the planed 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 Develop-ment Control Rules regarding open spaces, light and ventilation of existing structure.
- 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. (22)
- 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. (23)
- The bottom of the over head storage work above the finished level of the terrace shall not be (24) more than I metry.
- The work should not be started above first floor level unless the No Objection Certificate from (25) the Civil Aviation Authorities, where necessary, is obtained.
- (26)] It is to be understood that the foundations must be excavated nown to hard soil,
- The political of the malarals and outer appureratives in the outling, should be so arranged to not to aversitate the laying of drains loside the building. (37)
- the water arrangement must be earned out in strict accordance with the Municipal requirements. (40)
- No new well, tank, pend, cistern or fountain shall be dog or constructed without the previous permission in critical of the Municipal Commissioner for Greater Bombay, as required in Section 381-A of the Municipal Corporation Act.
  - All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of everyth icon plates or linges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged east iron cap over in one piece, with looking transcenent provided with a bolt and huge screwed on highfly serving the purpose of a look and the warning pripes of the ribbet precised with screw or done shape pieces (like a gurdan warrings) with copper pipes with perfections each not exceeding 1.5 mm, in diameter. The eistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron indder, the upper ends of the ladder should be carmarked and extended 60 cms. above the top where they are to be fixed and its lower ends in coment concrete blocks.
- No broken bottles should be fixed ever boundary walls. This problem refers only to broken (31)bottles to not to the use of plane glass for coping over compound will.

(32)

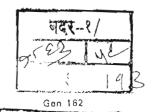
Louvres should be provided as required by Byo-law No. 5(5). Lintels or Arches should be provided over Door and Window approach. The drains should be laid as require under Section 234-1(a). The inspection chamber should be plastered inside and ontiids.

If the proposed addition is intoniced to be carried out on old foundations and structures, you (33)will do so at your own risk.

> Executive Engineer, Bullding Proposals Zone JE S Wards

,.A.E.W.W. 16(M) W. O.K. (M)





6MPP-8170-92 10,0/500.

बहन्संबई महानगरपालिका

MUNICIPA CORPORATION OF GREATER BOMBAY

15-JUL 1995-

्रित प्रकार भागे सर्वास्त्र

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े शह क पारक्राभागे. मुद्रिक it the R.U.T. for forming registered Co-Op. Soc. will not be submitted e C.C. and the Co-Op. Soc. will notbe got registered before occupation/ whichever is earlier.

the agreement with the existing tenant along with the plans will

consumitted before C.C.

That v. I.O. indemnifying the Corporation for damage, risks, actidents,

etc. in the occupiers and undertaking regarding no nuisance will not be

submitted Fore C.C./ctarting the work.

That the derrance from U.L.C. authorities will not be obtained before

asking C.C. by e plinth level.

In the N.C. from (i) A.A.K. C.K/west(ii) Civil Aviation Deptt., (iii)

that the requirements of N.O.C. of B.S. E.S. Ltd. will not be obtained and

the requirements of N.O.C. of B.S. E.S. Ltd. will not be obtained and

the required under the vaharashtra Land Revenue Code of 1956

W.A. permission from Revenue Authorities of Govt. of Maharashtra will

ned and submitted before C.C.

The the bull Town be submitted by the parallel of That the h.U.T.w.11 not be submitted by WNE poveloper/owner before applying C.C. tating therein that he will include a suitable condition in agreement for sale of flat/snop etc. That the purchaser of flat/shop etc. will the change the user of the flat or room/shop than shown in the approved and cample copy, thereof will not be submitted for this office record. That the qualified/registered site supervisor through Architect/Structurel new will not be appointed before applying for C.C.

That All the Electrical installations shall not be carried out in eity with the provision of Part VIII of building services section of National Building code.

And the Amount as will be intimated by M.C.G.B. towards development infrastructure in approved layout/sub-division/ of lard and development deposited in cash/demand draft or irrevocable Banker's Guarantee from Scheduled Bank within the limits of Greater Bombay and agreement to that effect will not be executed with M.C.G.B. before asking for C.C.

\*\*X) That the requisite premium as intimated will not be paid motore applying for C.C. for C.C. -Y) That the plinth /stilt height shall notbe got checked from S.E. before approceeding with the work above plinth,
[2] That additional water charges shall not be paid before C.C.
[1] That the layout/sub-division/amalgamation will not be submitted and got approved before C.C. and the pro-rate charges towards development of infrastructure will notbe paid before applying for C.C.
22) That the elevation treatment, if any will not be got approved before 22) That the elevation treatment, if any applying for C.C. above plinth level.

[73] That the O.H. water storage tanks will note provided with bottom filed 41/1.2 Mtrs. above roof slab as including a provided with bottom and the approval of the location and characters of the section tank without any pumping arrangement will no around the location and around a provided for only account to the location and around a provided any arrangement will no around a provided any arrangement will no around a provided any arrangement will not be a provided by the bottom and the provided with bottom and the provided and the provided with bottom and the provided with the provided

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25) That the entire water supply for existing aw well proposed it work will not be down take supply only from O.H. tanks to be provided on the top most terrace of the Bldg. Z6) That the sep rate vertical drain pipe, soil pipe win a separate rap, water main, O. Htank, etc. for Maternity Home/Nur of Home not be provided and that the drainage system of the riddoltia not be provided and that the drainage system of the riderita the building will not affected.

27) That the 6" Vent shaft from sewer trap chambout to enable ware pipe Tee arrangement will not be made by owner to enable to connect vent shaft fixed to the blide by the owner and permitted wark such work will not be given by the owner and permitted wars to the COM That the seme of drains will be laid internally.

29) That the smoke test for draining lines will not be given before occupation. Z10) That the manantes, terraces, sent tary blocks shall notbe more Z10) That the manager terraces sanitary blocks shall hope of proof/Leakproof.
Z11) That the dust bin will not be provided as pur C.E. is Circh/CE/R297/I of 26-6-1978.
Z12) That the compound gate will not open inside the plat.
Z13) That the tree shall not be planted at the rule of the plat.
Z14) That the tree shall not be planted at the rule of the plat.
Z14) That the surface drainage arrangement will not be made in countries with B.E.(S.W.D.) or as per his remarks under will not be obtained and submitted before applying for occupation of the B.C.C.
Z15) That the requirements of byelaw 5 (b&c)/48 and 49 0 and 276 and 37/43 will not be complied with. 215) That the requirements of byelaw scoop, we amuse 37/43 will not be complied with.
216) That 10'-0" wide paved pathway upto stairchard will not be revie 217) That the surrounding open spaces parally spaces and he was vill be kept open and unbyilt upon and will not be legical and coyal be fore requesting to grant permission to occupy the bldggor be fore requesting to grant permission to occupy the bldggor. before requesting to grant permission to occupy the Bloggor B.C.C. whichever is earlier.

Z16) That the ventilators in dead walls will not be about than 51-30 above floor label and of size not more than 31 x of ventilator per rock shall not be restricted to one.

Z19) That the some of the parages and labbles will not be properly lighted and ventilated.

Z20) That depries will be stacked on Municipal Boad/footpath.

Z21) That the development charges in as per M.R. and T.P. (Americant 1992 will not be paid before asking for C.C.

Z22) That the adequate care in planning, designing and carrying out construction will meto provide for the "consequence of settlement floors of the floors and filling otc.

Z23) That the name plete/board showing plot No. Name of the Bldg. not be displayed at a prominent place before U.C.C., B.C.C.

Z24) That the application is nothede and deposit is not paid to the A.E. (Maint.) K/West for carriage entrance across road side drain a cost before starting the work and the carriage entrance will not be cost before starting the work and the carriage entrance will not be provided sefore submitting Occupation/B.C.C. 2025) That the common Antenna for Television Transmission will not provided as por the requirements of D.C. Legulations 1991 before submi of OCC/B, C.C. of OCC/B.c.c.
26) That the perking spaces will not bemarked with paint before applying for Occupation Cft.
228) That the Notice Board as 'Servant's Toilet' will not be displayed on tallets proposed for dervants use and that the copy of sample agreement for sale of flats with mentioned therein about 'Servant Toilet' that these are provided on ground floor/upper floors meant for common use of servants only will not be submitted before apply for UCC/B.C.C. 18, That the Cft. from Lift Inspector shall not besubmitted bor 78) That the Cit. 110m C.C.

nission of occupation C.C.

ns mounted on canvas and two additional





947-8/ 2003

BMPP-8170-92 .0,00,000.

ISSMED!

# बृहन्मुंबई महानगरपालिका

# MUNICIPAL CORPORATION OF GREATER BIMBAY

No. CE/5500/WS/AK OF 15 JUL 1995

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set of plans will notbe submitted at the timeof submyting B.C.C. 230) That the cit, under section 270-A of the B.M. As will not be obtained and submitted from H.E. regarding adequacy of water puly.

231) That the copy of the last upto date bill paid the A.A.&.C.K/west will notbe submitted at the time of applying the B. ...

232) That B.C.C. will not be obtained and I.O.D. and bries deposit otc. will not be claimed for refund within a period of fear from the date of its payment.

233) That the R.U.T. into prescribed proforms agreed to demolish the excess area if constructed beyond, proforms agreed to demolish the oxform asking for C.C.

34) That Revised N.C.C. structure drawings, designed calculations will not be submitted through Licensed tructural proform.

235) That the Undertaking shall not be submitted posed land of difference in promium paid and calculated as per rovised posed land will not be submitted.

236) That the existing structure proposed to demolished will not be submitted damolished or necessary phase programme with feedent will not be submitted fand of approved before C.C.

sk/26.6.95.

11 or is worth to second



#### MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

NO.CE! 52 90/BXHINSIN/HAK OF COMMPNOEMENT CERTIFICATE Ex. Engineer Ablg. Proposal [W.S.] Hand Kind Fig Municipal Office R. R. Rather Barg. Bandra (West), 1-umbai-400 054,

Sti

This fig.(5) will be almost subject is the provision of Urban Land valling and Regulation Act. 1974

dated 22/12/94 7746 With reference to your application No. for Development Permission and grant of Commencement Ceitificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry our development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building

To the development work of Proposed Res 6159. CTS No. 1234, 1234 (1+04)

It premises at Street Besard Road village Ville pame (west) Plat

F.P. No. 9 situated at Ville pame (west) Word to West

The Commencement Certificate/Duilding 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 pert of the public street.
- 2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
  - 4. This permission does not entitle you to develop land which does not vest in you.
- 5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar my subsecquent application for fresh permission under section 44 of the Muharashtra Regional & Town Planning Act, 1966.
  - 6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbal if :-(a) The Development work in respect at which permission is granted under this certificate is not carried out of 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 missepresentation 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, a signees, administrators and successors and every person deriving title through or under him.

The Mupleipal Commissioner has appointed Shri S. V. JOSHI Authority under Section 45 of the said Act.

There Colle Colin were 5 JUN 1997

The Comment could not be to corrying one the work upsoft for Still haigh.

For and on behalf of Local Acthority The Municipal Corporation of Greater Mumbal

sdl. . 6.6

5590 17/1/1751 NA/AM

Authann Tona Cook

PHAR LAW / CO OLGA / P.C.A.

RINGORIST BRIDTING THE HOUSERAN, grid withouxil

(Western Suha.)"HALK (West) "KAPARPAWA **Y**OR

MUNICIPAL CORPORATION FOR OLDMATER

N. F. P. V. (TY'S) HAKING, BIR. 4. WANG



valid up to 5/6/2001

1 1 MAY 2001

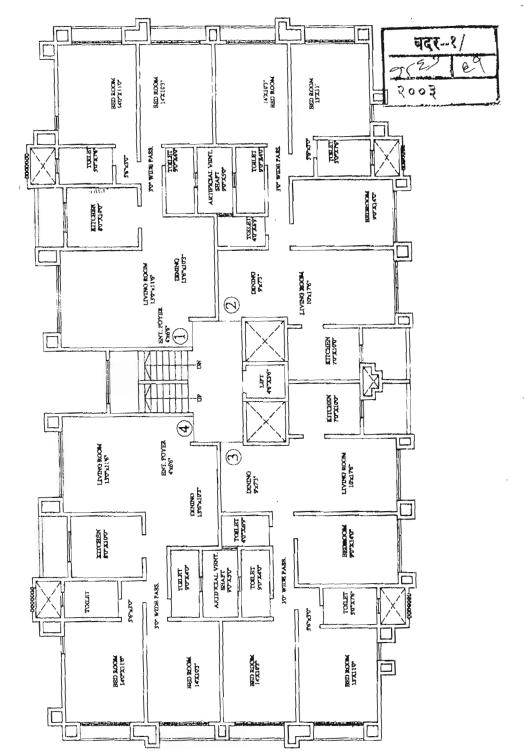
2003

Funto C. C. is row extended mendine
for to p.g. become toget 3'00 above A.G.L. an per approved
comendad plan dtd 9.3.200)
Assit. Engr. B. P. (WS). K/A/VICS)

TRI E COPY CERTIFIED BY

(Kiener Architect)





# TYPICAL FLOOR PLAN Nisarg Apartment

		PURCHASER'S SIGNATURE
FLAT NO:	103	Laving by forth onen on
FLOOR:	15+	FOR DARS IAN BUILDERS  DEVELOPERS  A JUNE OF THE PROPERTY OF T
		-BURBAN -



Date ... Stamp Office, Mumbel.

Date ... S. V. No. - 5 867 200

Shift V. N. Mastelan - Freper Officer

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SHAILESH GANATRA 9 OCT 2002

LICENCE STAMP VENOOR L. NO. 81,
NEHRU ROAD, VILE-PARLE (EAST).
ISSUED TO: PROVID SATER
STAMP PAPER OF RS.

STAMP VENOOR L. NO. 81,
NEHRU ROAD, VILE-PARLE (EAST).

STAMP VENOOR L. NO. 81,
NEHRU ROAD, VILE-PARLE (EAST).

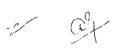
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NEHRU ROAD, VILE-PARLE (EAST).

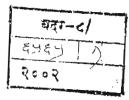
STAMP VENOOR L. NO. 81,
NEHRU ROAD, VILE-PARLE (EAST).

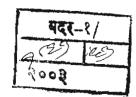
POWER OF ATTORNEY

TO ALL TO WHOM these presents shall come PRAVIN VIRAM SATRA, aged about 38 address at 9, Moti Nivas, Shradhanand Road Mumbai - 400 057, SEND GREETINGS:

WHEREAS I am angaged as a sole proprietory Business activities and also angaged in various other firms.







AND WHEREAS I am required to sign agreements for sale of flats, shops, garages, office units, commercial units and premises of various natures in and around Mumbai, in the capacity of Proprietor as well as Partner AND also various other deeds, documents etc. related to the above transactions, as the case may be.

KNOW ALL MEN BY THESE PRESENTS, I, MR. PRAVIN VIRAM SATRA, aged about 38 years, having address at 9, Moti Nivas, Shradhanand Road, Vileparle [East] Mumbai - 400 057, do hereby nominate, constitute and appoint MR. ASHOK MOHANLAL RAJGOR of Mumbai to be my true and lawful attorney for me and in my name to do the following acts, matters deeds and things and execute the following powers, that is to say:

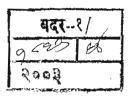
1. To enter into, make, sign, seal, execute, deliver all agreements for sale, deeds, declarations, confirmations etc. of flats, shops, garages, office units, commercial into any premises of various natures, that may be necessary of proportion be enter into, made, signed, executed, delivered in which am or may be party or in any way interested.

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Registrar of Assurances for registration, the addressid deeds, assurances, agreements or other instruments, of my behalf and admit execution thereof, for the documents in which ham or may be by the Attorney deemed to be interested.

of ag

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---- 3 ----

such fees as shall be necessary for registration AND to do all other acts, deeds, matters and things as may be required for due and proper registration of any such deed, agreement under the provisions of the Indian Registration Act, 1908 or any other law for the time being in force.

3. AND I DO HEREBY agree to ratify and confirm all and whatever my said Attorney shall do by virtue of these presents.

IN WITNESS WHEREOF, I, the said MR. PRAVIN VIRAM SATRA have set my hand this 14th day of MOVEMBER: 2002.

SIGNED AND DELIVERED

by the withinnamed EXECUTANT

4 (de 06/24 21.72)

MR. PRAVIN VIRAM SATRA

in the presence of

1 Doubs P.

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SIGNED AND DELIVERED

by the withinnamed Attorney

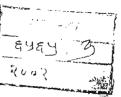
ASHOK MOHANLAL RAJGOR

in the presence of

1) PRAIKASI. RAI

2) AJIT SINDH





बदर--१/ २००३

# मार्ग क्रिया क्रया क्रिया क्रया क्रिया क्रय क्रिया क्रिया क्रिया क्रिया क्रिया क्रिया क्रिया क्रिया क्रिया

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14/11/2002

दस्त गोषवारा भाग-1

t:24:47 pm यस्त क्रमांक :

6565/2002

दरताचा प्रकार: Execution of Power

		~	
37.4	क्र.	पक्षदाराचे	नाप

पक्षकाराचा प्रकार

छायाचित्र

अंगर-प्राचा दर

र्णवण विशय संजा

Executor

माली निवास , अध्यानस रोड , विलेपार्ल पू मुं 57 सही अधिक क्षिण ।





2 ाशंक मोहनलाल राज्यीर

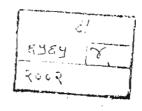
Executant





तक्षाट संस्था , राहार रोड चकाला अधेरी पृ मु 99 सही











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# िक्षा क्षिप्त भाग - 2

ारत क. (चन:१८-६५६५ २००२) चा गोषवास वाजार भूत्य : । भोधदला : १ भरलेले मुद्रांक शुल्क 100

वस्त हजर कल्याबा विभाक :14/11/2002 01:21 PM

जिल्हामामा दिसीकः : 14/11/2002

यस्ताना प्रकार :7) मुखत्यारीची अंमलबजावणी म्हणून नेमणूक शिवका क 1 भी वेळ (सादशेकरण) 14/11/2002 01:21 PM 'रेचका का 2 ची वेळ (फी) 14/11/2002 01:24 PM

'शंकता का उ. वी. चेळ : (कबुली) 14/11/2002 01:24 PM शिवका क्र ४ वी वेळ : (ऑळख) 14/11/2002 01:24 PM

ंपर जद कल्याचा दिनाक : 14/11/2002 01:25 PM

१२४१ंग - ५२५न देणार तथाकथीत (मुखत्यारीची अंभलबजावणी म्हणून नेमगुक) दरत्रऐक्ज करून भ गाम काल करदात.

17:37:1

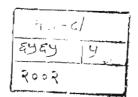
रूवभील इसम असं भिवेदीत करतात की, हे दरहऐक्ज करून देणा-माना व्यव्यीशः ओळ्खतात. व न्याक्षा आलका पटविचान.

ा प्रकाश सम् ,एच 1. रिझपी पार्क , साताकुत्र प मुं 64. वय 25. ग्रेस्ट्रीस स्ट

ा शरद अध्यत ्वसीलप्रमाणे.

द् निवयसम्भी

संबर्ध उपन्धार जिल्हा ध्रेयई (तिहि)



भंगई उपस ्ट जिल्ला हुएई (बार्ड)

बद्द--१/

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२० :ग्वेंन्प्रधः फ (संध्कतः । व

रुजवार (५ - ५५ द छोत्।

पावतीचे वर्णन नायः प्रविण विस्तर अप

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बद्द-१/

Original नोंदणी ३९ म. Regn. 39 M

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गावाचे नाव

दिनांक 14/11/2002

दरतऐवजाचा अनुक्रभांक

वदर8 - 06565 - 2002

दाता ऐवजावा प्रकार

गुलस्यारीची अंभलबजायणी म्हणून नेगणूवः

सादर करणाराचे नाव

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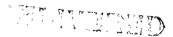
नवकल (अ. 11(1)), पृथ्तंकनाची नक्कल (आ. 11(2)), फजवात (अ. 12) व छायावित्रण (अ. 13) -> एकत्रित छी (5)

एकूण

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सार उच्यम नियंघक वयर-८. भूबरे अवसगर जिल्हा भूबर (बांधे)

٠٤, (बांद्रे) पुटांक शतक - १- 100







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26/03/2003

दुय्यम निवंधकः

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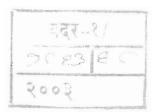
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दस्ताचा प्रकार: करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठचाचा उसा विहास प्रणास अरावत महाजी कारीच्या लिहन पेणार पत्ता अरावत राज अरावत महाजी कारीच्या लिहन पेणार वय अरावत सही सही सही

्य बार्शक - वार्याय मुख्यकार प्रविधा धारण स्थ भागीकार वसन केवा, व विन्त्यसँ तके यात बरुपानी -नान्धीत्यस् नेवल राज इन्यरतीचे वाद नद्येम शंगीण स्थाप्त इन्यरताचे वाद नद्येम शंगीण स्थाप्त इन्यरताचे







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दस्त क्रमांक (1863/2003)

20000 : नोंदणी फी 1400 · नक्कल (अ. +1(+)), पृष्टांकनाची नक्कल (आ. 11(2)). रुजवात (अ. 12) च छायाचित्रण (अ. 13) >

एकत्रित फ़ी

21400 एकूण

घदर1

द. निबंधकावी सही, अंधेरी १ (बाद्रा)

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द्रहरू -१/

दरताचा प्रकार :25) करारनामा

दरत हजर करणा याची सारी

शिक्का क्र. 1 थी वेळ : (सादरीकरण) 25/03/2003 12:01 PM शिक्का p 2 वी रेळ (की) 26/03/2003 12:04 PM शिक्का क 3 वी वेळ : (कबुली) 26/03/2003 12:05 PM शिक्या क 4 वी तेल . (ओकरव) 26/03/2003 12:06 PM

दरत नोट केल्याचा दिनांक 26/03/2003 12:05 PM

खालील इसम अरे निगेदीस करतात की. है दरलप्या करून देणा गाना व्यवनिशः ओळखनात. व त्याची ओळख पश्चिताल

1) जरेश 'कारीमा , घर/णलेंट में: 13 Pavesh रिका ।

गल्ली/११ताः

इंमारतीचे नाव काठीयाटाड

ईमारत न *पेट/च*साहत:

शहरमात:जुह तालका:

धिन 49

2) लालजी रमेश मिलकीया , धर/एलॅट न: 9

गल्ली/रस्ताः इंगारतीचे नाव ्रेम्सर्त न भेदांबसाहतः शहरमाव के देवली

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दु न्विंधकेषी सही अहोरी । (ब्राटा)



इमाणित दर्भित ो । भी, या दस्तामध्ये ए हो। ... स् अन्या भातेत.

> खद्द. पुरुषम निवंधक, अंबेरी-क रैं। मुंबई उपनगर जिन्हा.

बदर--१/७ व्ह ३/२००३

पुस्तक क्रमांक १, ग्रमांक वर नोदस्या. 28/3/09

दिनांक

सह हुच्यम ेंनिंद्धक, अं**येरी-क. १,** मुंबई उपरागर शिवसाः





MH001607263202425E	Government of Maharashtra	Regn. 39 M
Depar	tment of Registration	on and Stamps
06 May 2024	Receipt	Receipt no.: 1113431507
distribution of the state of th	Name of the Applicant :	Rajkumar Rammilan Mishra
	Details of document has to be downloaded.	Dist :Mumbai Sub-urban District SRO :Andheri 1 (Bandra) Scanned Document No. : 6255 RequestID .935850b93b2848d2
51. Miles 11. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Year	2020
A	Received Fee :	100
The above mentioned Search :MH001607263202425E	fee has been credited	to government vide GRN no
As this is a computer generate	d receipt, no stamp or	signature is required.
For Physical search in office, F	Please bring this receip	ot along with mentioned Gras Challan.
Payment of search fee through 'gras.mahakosh.gov.in/challan,		

Scan Copy Downloaded from website on payment of stipulated charges.

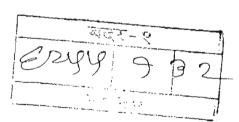
TRUE I SCANNED CODE

M. RAJKUMAR & CO.

मूल्यांकन पत्रक (शहरी क्षेत्र -बांधीव ) Valuation (D 20200831164 31 August 2020,10 38:23 AM मुल्याकनाचे वर्ष 2020 जिल्हा म्ंबई(उपनगर) मृल्य विभाग 37-विलेपालें पश्चिम (अंधेरी ) उप मुल्य विभाग 37/189भुभागः उत्तरेस गावाची हद्द, पूर्वेस रेल्वे लाईन, दक्षिणेस वॉर्ड हद्द व पश्चिमेस स्वामी विवेकानंद रोड. सर्वे नंबर न भू क्रमांक सि.टी.एस नंबर#1234 वार्षिक मृत्य वर तक्त्यानुसार मृत्यदेर ह. ख्ली जमीन निवासी सदनिका कार्यालय द्काने औद्योगीक मोजमापनाचे एकक 124100 208900 239500 2901CO 208900 चौरस मीटर बांधीय क्षेत्राची माहिती 104.61चौरस बांधकाम क्षेत्र(Built Up)-मिळकतीचा वापर-निवासी सदनिका मिळकतीचा प्रकार-भीटर 1-आर सी मिळकतीचे वांधकामाचे वर्गीकरण-11 to 20वर्ष मूल्यदर/बांधकामाचा दर -Rs.208900/-वय-उद्ववाहन मजता -1st floor To 4th floor स्विधा-Sale Type -Sale/Resale of built up Property constructed after circular dt 02/01/2018 मजना निहाय घट/वाढ = 100% apply to rate- Rs.208900/-घसा-यानुसार गिळकतीचा प्रति चौ मीटर मृल्यदर -((वार्षिक मुल्यदर - खुल्या जमिनीया दर ) " घसा-राजुसार टक्केवारी )+ खुल्या जमिनीया दर ) -- ( ( (208900-)24100) \* (80 / 100 ) )+124100 ) Rs.191940/-= वरील प्रमाणे मुल्य दर • मिळकरीचे क्षेत्र A) मृख्य मिळकतीचे मृल्य -- 191940 • 104.61 = Rs 20078843 4/-= मुख्य मिळकतीचे मुख्य न्तळधरार्थ कुन्य + बेझॅनाईल खतना क्षेत्र मुख्य + लगतच्या गण्यीचे मूल्य + वरील गण्यीचे मुख्य + एकत्रित अंतिम मुल्य बारेस्स वाहन तळाचे मुल्य - खुल्या अस्तिनीवरील बाहल तळाचे मुल्य + झगरती भावतीच्या खुल्या जागेचे मुल्य + बंदिस्त -A+B+C+D+E+F+G+H+1 = 20078843.4 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0=Rs.20078843 4/-

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#### CHALLAN MTR Form Number-6



GRN MH003783945202021E BARCODE	T T TO DEFINE BE OF THE LETTER A HIS	OR REPORTED IN 1881	I) (ii Dat	е 30/08/2020-20:	44.21	Form	n ID	34	•
Department Inspector General Of Registration				Payer Deta	ils				
Stamp Duty		TAX ID / T	AN (If Any)						
Type of Payment Registration Fee		PAN No.(II	Applicable)	**************************************					
Office Name BDR1_JT SUB REGISTRAR ANDHERI	NO 1	Full Name		PARESH KARIYA					
Location MUMBAI									
Year 2020-2021 One Time		Flat/Block	No.	103, NISARG APA	ARTM	ENT			
Account Head Details	Amount In Rs.	Premises/	Building						
0030045501 Stamp Duty	602400 00	RoadiStre	et	VILE PARLE WE	ST T				
0030063301 Registration Fee	30000.00	Area/Loca	lity	MUMBAI					
		Town/City	/District	2					
		PIN			4	0	0	0	5   6
		Remarks (	If Any)						
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- CAG				STATE SUB-REGIS	STRA				
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MICFACE	6,32,400.00	Words	nly	The Contract of the Contract o	81. ×				
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Cheque-DO Detalls		Bank CIN	Ref No	69103332020083	311012	20 26	2626	9866	
Cheque/DD No.		Bank Date	RBI Date	30/08/2020-20:44	1:58	No	ı Var	ified w	ith RBI
Name of Bank		Bank-Brand	h	IDBI BANK					
Name of Branch		Scroll No. ,	Date	Not Verified with	S¢rol	٠			

Department ID: Mobile No. 9833919663 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. उदार चलन क्षेत्रक दुय्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागू आहे. नोदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

### Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1 (	(iS)-322-6255	0001674247202021	31/08/2020-10:51:04	IGR186	30000.00
2 (	(iS)-322-6255	0001674247202021	31/08/2020-10:51:04	IGR186	602400.00
		,	Total Defacement Amount		6,3,400.00

Page 1/1

Print Date 3 -08-2020 11 32:4



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#### Receipt of Document Handling Charges

PRN 3008202001193 Receipt Date 31/08/2020

Received from PARESH MULJI KARIYA, Mobile number 9833919663, an amount of Rs.640/-, towards Document Handling Charges for the Document to be registered on Document No. 6255 dated 31/08/2020 at the Sub Registrar office Joint S.R. Andheri 1 of the District Mumbai Sub-urban District

Payment Details

DEFACED ₹ 640

_				
	Bank Name	IBKL	Payment Date	30/08/2020
	Bank CiN	10004152020083001043	REF No.	2627811208
	Deface No	3008202001193D	Deface Date	31/08/2020

This is computer generated receipt, hence no signature is required.







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## CHALLAN MTR Form Number-6



	BARCODE IIII	T BE DEDKET RE DI TOCAR DOCAR EL	1	II III Da	te 30/08/2020-20:44	4:21 Form ID 34			
Department Inspector Gene	eral Of Registration				Payer Detail	ls			
Stamp Dut Type of Payment Registratio	•		TAX ID / TA	AN (If Any)		·			
Type of Laymont Transcont			PAN No.(if	Applicable)					
Office Name   8DR1_JT SUB	REGISTRAR ANDHERI N	IO 1	Full Name		PARESH KARIYA				
Location MUMBAI									
Year 2020-2021 On	le Time		Flat/Block	No.	103, NISARG APAR	RTMENT			
Account Head	d Details	Amount in Rs,	Premises/E	Building					
0030045501 Stamp Duty 602400.00			Road/Stree	t	VILE PARLE WEST	VILE PARLE WEST			
0030063301 Registration Fee		30000,00	00 Area/Locality		MUMBAI				
			Town/City/I	District					
			PIN			4 0 0 0 5			
			Remarks (II	Any)					
			SecondParty	/Name=AR	VIND KARIYA~				
			Amount In	Slx Lakh	Thirty Two Thousand	Four Hundred Rupees O			
otal		6,32,400.00	Words	niy					
ayment Details II	DBI BANK		FOR USE IN RECEIVING BANK						
Chec	que-DD Details		Bank CIN	Ref. No.	69103332020083110120 2626269966				
heque/DD No.			Bank Date	RBI Date					
ame of Bank			Bank-Branch		30/08/2020-20:44:58 Not Verified with F				
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Valuation id : 2020083027

Valuation Report

Date:30/08/2020

#### **Location Details**

Division

Mumbai

District

मुंबई(उपनगर)

Zone

37-विलेपार्ले पश्चिम ( अंधेरी )

Attribute

सि.टी.एस. नंबर

SubZone

37/189भुभाग: उत्तरेस गावाची हद्द, पूर्वेस रेल्वे लाईन, दक्षिणेस वॉर्ड हद्द व

पश्चिमेस स्वामी विवेकानंद रोड.

Palika

Mumbal subarbs

Land Type

Built up land

Property Type

Flat

Occupied By

occupled

#### Rate Details

Open	Residence	Office	Shop	industry	Unit
124100	208900	239500	290100	208900	Square Meter

#### Area Details

Build Area

104.61

Carpet Area

0

Unit

चौ. मीटर 11 to 20

Depreciation

Construction Type

1-आर सी सी

In Big Project / Township

No

Lift Available

Yes

Floor

1st floor To 4th floor

### Valuation Details

ASR Rate

Rs.208900/-

Cost after applying Lift

Rs.208900/-

Cost after applying depericiation

Rs.191940/-

Final Valuation cost

Rs.20078843/-

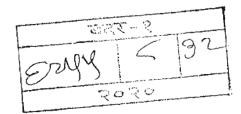
Cost of Build

Rs.20078843/-

Rs.act/-



3000° 605100



#### **GIFT DEED**

This Gift Deed is made and executed in Mumbal on the 31st day of August Two Thousand and Twenty **BETWEEN** 

MR. ARVIND MULJI KARIYA aged about 55 years Having Pan Number AAEPK0468L, Aadhaar Card Number 939758965205, Passport Number M2378164, Adult, Indian Inhabitant residing at Flat No. B/601, Bhoomi Tower, Banarasi Shop lane, Santacruz (East), Mumbai-400055

Hereinafter known as the **DONOR** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs executors, administrators and assigns) of the FIRST PART;

#### AND

MR. PARESH MULJI KARIYA aged about 52 years Having Pan Number AAEPK0469M, Aadhaar Card Number 990115267014, Passport Number Z2286378, Adult, Indian Inhabitant residing at 9<sup>th</sup> Floor, Veejays Niwas, Gulmohar Cross Road No.1, JVPD Scheme, Vile Parle (west), Mumbai-400056

Hereinafter known as the DONEE (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs executors, administrators and assigns of the SECOND PART

WHEREAS the Donor owns 100% Share in right, the interest of Flat No.

103 admeasuring about 932 sq. feet carpet area on 1st Floor in the
Building known as Nisarg Apartment in the Society known as Nisarg
Apartments Co-operative Housing Society Ltd., situated at 5, Besant
road, Vile Parle (west), Mumbai-400056 Hereinafter called the seid

"Flat") which is more particularly described

hereunder

MR. ARVIND MULJI KARIYA

MR. PARESH MULJI KARIYA

Pareth Karry

Schedule written

3020

بِ

AND WHEREAS the Donor had purchased the said Flat from M/s Darshan Builders and Developers vide Agreement Dated 24/03/2003 by paying valuable consideration. Its Registration Number BDR1/1863/2003 Dated 26/03/2003.

AND WHEREAS the Donor became the member of **Nisarg Apartments Co-operative Housing Society Ltd.,,** Registered under the Maharashtra

Co-operative Housing Societies Act, 1960 under Registration No.

BOM/WKW/WEST/HSG/(TC)/12795 2004-2005 (Hereinafter referred to as **the said Society**"). The Said Society has not issued Share Certificate till Date.

AND WHEREAS the Donor is entitled to use, possess, occupy the said Flat.

AND WHEREAS the Donor out of natural love and affection for his Brother desirous of making a Gift of his entire (100%) share in the said Flat to the Donee and the Donee accepts the same.

## NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. That due to natural love and affection of the Donor for the Donees, the Donor does hereby grant and transfer by way of Gift Donee his entire share (100%) in right, title claim and Interest in the Flat No. 103 admeasuring about 932 sq. feet carpet area on 1st Floor in the Building known as Nisarg Apartment in the Society known as Nisarg Apartments Co-operative Housing Society Ltd., Sit Lated at 5, Besant road, Vile Parle (west), Mumbai-

MR. ARVIND MULJI KARIYA

MR. PARESH MULJI KARIYA

2. The Said Flat described in the Schedule hereunder is given/gifted by the Donor to the Donee in consideration of the natural love and affection which the Donor had and still has for the Donees, without any consideration. The Donor does hereby grant, convey, transfer, give and assure unto and to the use of the Donees, freely and voluntarily, his entire (100%) share in said Flat described in the Schedule hereunder and delivers possession and ownership of the same unto and in favour of the Donee and TO HAVE TO HOLD the same unto and for his sole use and benefit absolutely and unconditionally forever AND FURTHER that the Donor and/or his heirs, executors, administrators and/or persons acting lawfully for or in trust for the Donor shall and will from time to time and at all times hereafter at the request and cost of the Donees do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in law whatsoever for better and more perfectly assuring the title of the Donees to the said Flat.

3. The Donees shall hereafter regularity pay property taxes/maintenance charges, etc. to the Society

4. The Donee shall transfer names in the electric meter by applying to Adani Power / TATA Power.

5. The Donee shall pay for common maintenance charges. The Donee shall get his name recorded in the Records of Society as a member and also in the concerned records of the Government Flats. The Donor shall fully co-operate for the same

MR. ARVIND MULJI KARIYA

MR. PARESH MULJI KARIYA

Porce h kanga

- The Stamp duty, registration and other incidental charges have been paid by the Donee alone.
- This deed has been executed by the Donor in a fit and proper state of mind.
- After the execution if this Gift Deed MR. PARESH MULJI KARIYA
   would be 100% owner of the said Flat

### SCHEDULE OF THE PROPERTY

Flat No. 103 admeasuring about 932 sq. feet carpet area on 1<sup>st</sup> Floor in the Building known as Nisarg Apartment in the Society known as Nisarg Apartments Co-operative Housing Society Ltd., situated at 5, Besant road, Vile Parle (west), Mumbai-400056 bearing CTS Number 1234, 1234/1-4, Plot No.9, of TPS III of Village Vile Parle west, Taluka Andheri, Mumbai Suburban District.



YA MR. PARESH MULJI KARI

in WITNESS WHEREOF, the parties hereto have hereunto set and subscribed his hands and seals the day and the year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED

By the withinnamed "DONOR"

MR. ARVIND MULJI KARIYA

In the presence of .....)

1. Adv. Mitesh Shah-

2. Mr. Moulik Kirjat

SIGNED, SEALED AND DELIVERED )

By the withinnamed "DONEE"



MR. PARESH MULJI KARIYA

In the presence of ......)

1. Adv. Mitesh Shah- Ak Guol

2. Mr. Moulik Kirjat-





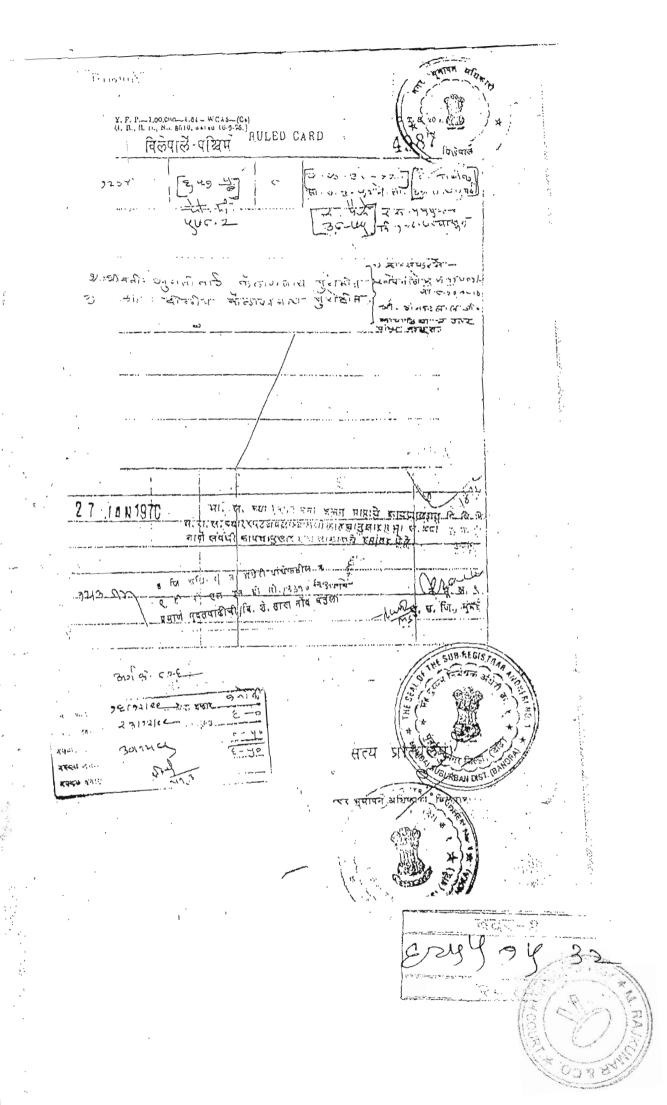
MR. ARVIND MULJI KARIYA

MR. PARESH MULJI KARIYA

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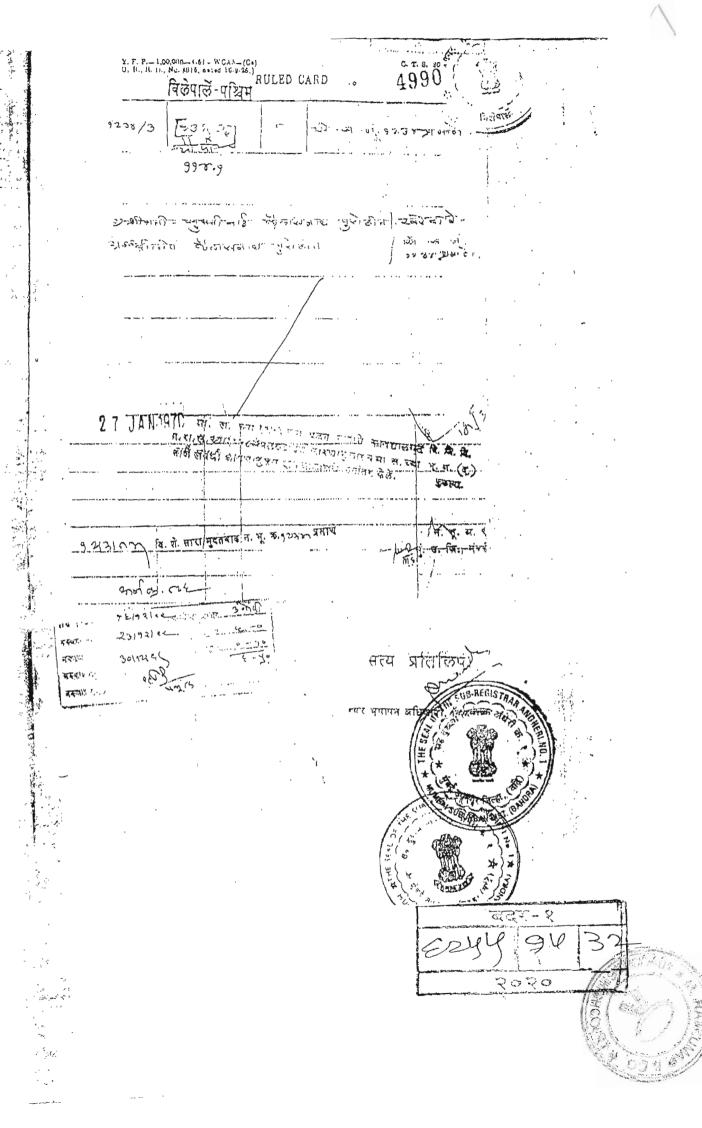


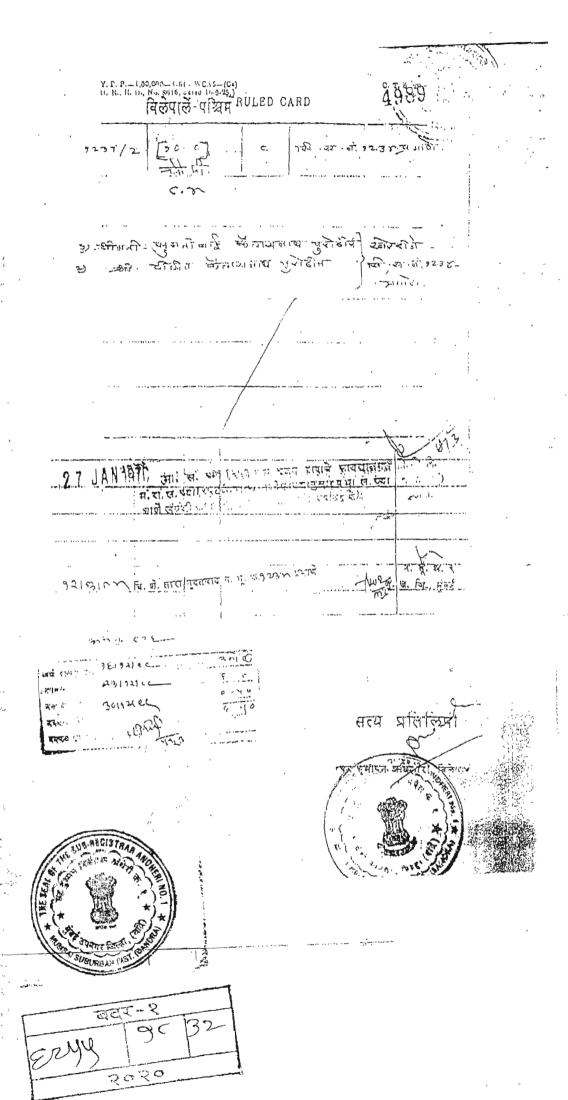
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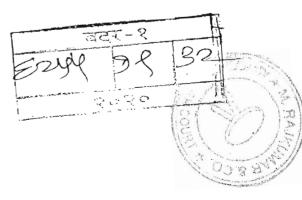
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## बृहन्मुंबई महानगरपालिका करनिर्घारण व संकलन खाते

मालमत्ता करदेयक

सदर देयक बुहन्संबई महानगरपालिका अधिनियम, 1888 मधील कलम 200 बन्चये जारी करण्यात आजेले आहे.

लेखा क्रमांक KW2301080060000	मातमत्ता करवर्ष 2019-2020	्रेयक क्षमांक 201910B≀L09390227 201920B≀L09390228		ইएक दिनांक 13/06/2019
पस्रकाराचे नाव व पक्षा : NISARG CHS LTD .8ESANT RO VILEPARLE WEST,MUMBAI	56,		Asstt. Assessor Municipal Office	l & Collector. K West Ward, a Building, Paliram Road, Off S. Andheri Stalion, Andheri (Wast), 058.

मालयता कमांक, सरनिका क्रमांक, इमारतीचे नाव/ विंग, मी. टी. एस. कमांक / प्लाट कमांक, गावाचे नाव, मार्ग क्रमांक, माराचि नाव, ठिकाण, मालमधेचे वर्णन, करदात्यांची नावे. KW-8624(1), 8-BEASANT RD VILE PARLE [W] HOUSE WITH BANK SMT SUMATIBAI KAILASNATH

प्रयम करनिष्टरिंग दिनांकः	13/07/2002	जलजोडणी क	मांकः -	एकूण भांडवनी मूल्यः	₹ 175298110
एकूण मांडवली मृल्यः ₹ (अभरी)	Seventeen Crore Fifty To	wo Lakh N	inety Eight Thous	and One Hundred Ten Only	
12.0	/03/2010 सा शास्त्रीपर्यंतथी यकवा	ति ₹ (	)	01/04/2010 या द्वारक्षेतंतरणी यकवाकी	₹ 148413
रयक नयार स्टब्बला ३१	79976919				

(सर्वरक्रम रुपयां मध्ये)

कराचे नाव	01/04/2019	ते	30/09/2019	01/10/2019	ते	31/03/2020
सर्वस्सधारण कर्			160509			160509
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मलितिःसारण नाम कर			62478			62478
म.न.पा, शिक्षण उपकर			59159		-	59159
राज्य शिक्षण उपकर			48514			48514
रोजगार हमी उपकर			8676			8676
वृक्ष उपकर			2960			2960
पथ कर			76117			76117
एकूण देशक रक्कम			519378			519376
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प्रतिदानाची निश्वळ रक्कम			0			0
* 30.08.2019 पर्यंत भरादयाची निब्बळ रक्कम			510191			501007
* 31.07.2019 पर्यंत भरावयाची निब्बळ रक्कम			514784	JUE SU	8-REG	505599
* 31.07,2019 तंतर भरावयाची निब्बळ रह्मम			519376	18:00	बिंधक	519376
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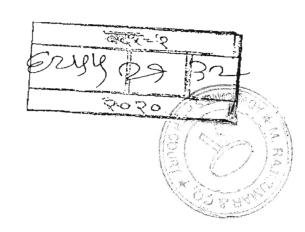
To make payment through NEFT:
IFSC - SBINGCOLLEC, Beneficiary A/C No:- BMCPOKW2301880660808 , Name-MCGM Property once, payment done through NEFT will be collected against oldest bills first. Cheque drawn in the name of "MCGM"
अर्ली वर्ष इन्सेन्टीज स्कीम योजनेक्या माहितीमाठी मागे पाहाबे.

मासमता ऐक्षा क्रयांकामधील पहिले ११ अंक डमारतीची पु.आय.डी. (युनिक प्रायहेंटिटी) अमृत,प्रत्येक इमारतीच्या दर्शनी भ्रागाबद पु.आय.डी. स्टीकर सावच्याचा प्रकल्प सहाभाजिकेने हाती भेतला आहे. त्यापुळ सहामाजिकेच्या कोण्याही करमासंबंधांदील एतव्यवहारान सदर यु.आय.डी. क्रमांक नमूद फरणे आवश्यक आहे याची कृपया नोंद



E & DE

ी). शीरमागर



भारत

## MUNICIPAL CORPORATION OF GREATER HUMBAL

1 ND.CE/5570/WS/AK of

E 7 OCT 2002

### PART DCCUPANCY CERTIFICATE

Shri.Pravin Satra, Owner, 8/A, Nand Prem Shapping Centre, Nebru Road, Vileparte (East), Numbai-400057.

बदर-४/ %६९० ४४ २००६

Sir,

The part development work i.e. Still + 3 upper floors of building on plot bearing C.T.S.No.1234, 1234/1 to 4 of T.P.S.III, Vileparle (Nest) situated at Anna Basant Road, of Village Vileparle (West) Mumbai completed under the adpension of Shri. Kinner Nayak Licensed Architect/ License No.CA/90/13298 may be occupied on the following conditions:

1) That the Cft. under section 270-A of B.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three munths from the date of issue of occupants cft.

2) That all the conditions of F.D.D. shall be complied

with for the remaining work.

3) That the lift will not be operated without obtaining Lift Inspector of certificate.

Note: Please also note that if any of the user mentioned in the approved plans are found changed without prior permission from the Municipal Corporation of Greater Bombay, this vicoupation oft, granted to your premises will be treated be cancelled and steps will be taken to cut off the water con hection granted to your premises.

A set of dettified completion plan is attached here-with.

Yours faithfully,

Western Subs. K/W & A Ward. Fig.

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CERTIFIED TRUE COPY

ASHISH SOLANKI



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सुर्याम शिर्र एकः अधेरी 1 (बांद्रा)

र स्तक्रमांक व वर्ष: 1883/2003

Frider, December 16, 2016

सूची क. दोन INDEX NO. 11 N | Sas

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MANISTRE

गावाच नाव: विलंपाल

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(1) विलेकापा अधार, मोधवल्याचे स्पर्काय करारनामा व बाजारभाव (भाकेमटटचाच्या

वाबतीत पटटाकार आकारणी वेलो

की पटटेवार से नमूब करावे) मोबदला रू. 2,700,000.00

बा.मा. रह. 6,197,000.00

(2) भू-मापन, पोटिहिस्सा व चएक्रमांक (असत्यास)

(1) सिटिएस क्र.: 1234 वर्णनः विसातार्थं नाम - यिलेपालें पश्चिम ( अधेरी ), उर्णावमानाचे नाम - 37/189 - मुभागः उत्तरेस गावाची हद, पूर्वेस रेल्वे साईन, दक्षिणेस वॉर्ड हर, व पश्चिमेस स्वामी विधेकानंद रोड. सदर मिळकत सि.टी.एस. मंबर - 1234 मध्ये आहे. सदिनका नं.103 पहिला सरहार किर्मात कार्ये

(3)क्षेत्रफळ

(1)बांधीय मिळकतीचे क्षेत्रफळ 103.94 चें).मी. आहे.

(4) आकारणी किंवा जुडी वेण्यात असेल तेयहा

11)-

(ठ) बस्तऐवज फरून वेण्याऱ्या मध्यकाराचे व संपूर्ण पता नाव किया विद्याभाष्यान्यान्या शुकुननत्नी किंवा आवेश जसल्यास, प्रतिगाद्धी नाव द संपूर्ण पता

(६) बरतारेवज फरून घेण्या-या पक्रफाशचे नाव य संपूर्ण पता विद्याणी न्यायालयाचा हुकूमन किंवा आवेश असत्यास, धारी व संपूर्ण पत्ता

(7) विनांक

फरून वि

(৪) শাঁৱণী (৪) অদুজনাক, ভাঙ ৰ খৃষ্ঠ

(10) शाजारभावाप्रमाणे मुद्रांक शुल्क

(11) बाजारभावाप्रमाणे नौवणी शुल्फ

(12) शेरा

(1) अपना हिंद त्यार शर्मा विराम सवा मागीदार दर्शन डेव्ह. व बिल्डर्स तर्फ, घर्राली - , गल्ली/रस्ता: नेहर्त प्रेस नेगारतीचे नाव: नवप्रेम सांप्रीय सेंटर ; ईमारत नः -, स्वयं स्वाधिक : , जिल्ली/रस्ता: नेहर्त गोर नम्प्र - .

(1) अर्थाः मुलजा जरीया ; घर्यात् हे गोर सेंटर गोर नम्प्र - , यल्ली/रस्ता: नेहर्त गोर ; ईमारतीचे नाव: जय अपह इमारत है - ; पेत/प्रमुक्ति : शहर्य है सांताकुद्ध; ताल्ला/: -,पिन: 65; पेन नम्प्र - .

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पानिया राजरा- १

Page 1 of 1

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## आरतीय विशिष्ट ओळख प्राधिकरण

## भारत सरकार Unique Identification Authority of India Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1067/17001/07301

To,
असंबिट मुलजी कारिया
Arvind Mulji Kariya
S/O: Mulji Kariya
B/601 Bhaom Tower
Banarasi Shop Lane
Opp Kalikund Templa
Mumbai
Santacrisz (East) Mumbai Mumbai
Maharasnira 400055

Ref: 75 / 183 / 106330 / 107520 / P

## 

SH412523646FT



आपला आधार क्रमांक / Your Aadhaar No.:

## 9397 5896 5205

आंधार - सामान्य माणसाचा अधिकार



# Government of India



. अरविद मृतजी कारियः Arvind Mulp Kariya जन्म तारीख / DOB \* 23/04/1965 पुरुष / Male



9397 5896 5205

अधार - सामान्य माणसाचा अधिकार



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Unique identification Authority of Incla

Maharashtra - 4

पता: बान्यन पुनजा कारिया, पुनां प्रतार बाज्यम निराम, कुनमोहर काँन गैरे द-1, भेवीपीडी स्वयं निर्मे परने Schme, Vie Panta West बान्मजः मृलजी कारियाः अवी मलोरः इन्ट. मुंबई, मुंबई, महाराष्ट्र - 400049

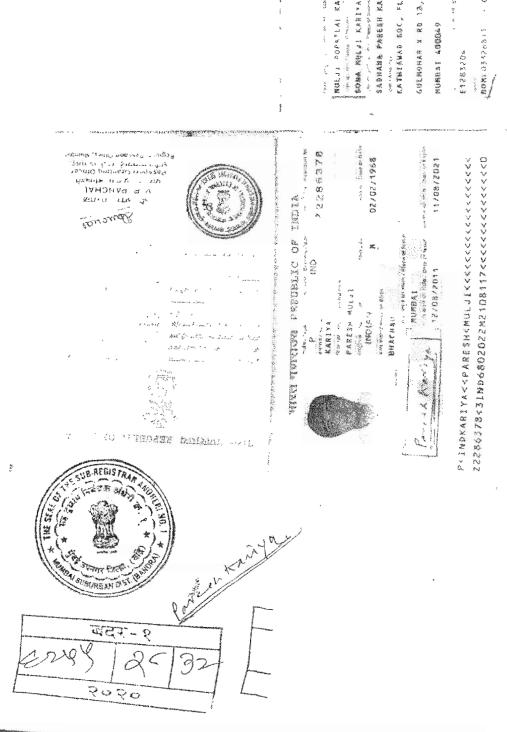
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इत्या - १ 2020

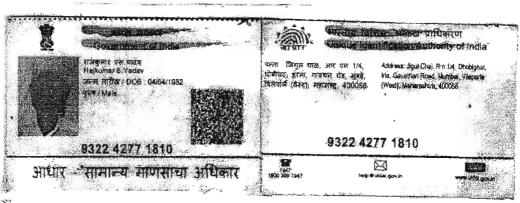


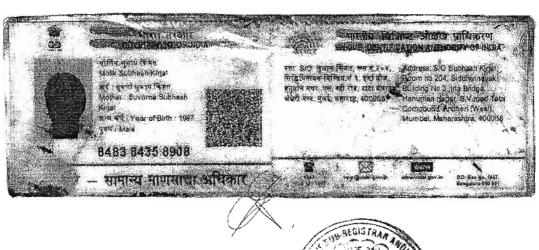
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दस्त गोषवारा भाग-1

वदर1

दस्त क्रमांक: 6255/2020

दस्त क्रमांक: वदर1 /6255/2020

बाजार मुल्य: रु. 2,00,78,843/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.6,02,400/-

दु. नि. सह. दु. नि. बदर1 यांचे कार्यालयात

पावती:6896

पावती दिनांक: 31/08/2020

अ. क्रं. 6255 वर दि.31-08-2020

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सादरकरणाराचे नाव: परेश मूलजी कारिया

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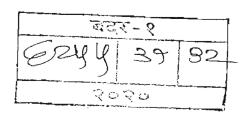
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