INVOICE Invoice No. Dated M.Rajkumar & Co - Advocates Litigation /Legal Audit 6-May-2024 4 Advocates High Court B703, Odyssey Bldg, Lodha Paradise Complex Majiwade, Thane 400601 MSME REG NO. MH33D0220127 Contact: 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 Amount Particulars 00.000,8 **Professional Fees** For Title Investigation for Flat No 104 Nisarg Apartments CHSL, Village Vile Parle Tal Andheri MSD Account 008625100001249- 2 5,98,03,534 Anugrah Stock & Broking Pvt Ltd 008625110000054- & 1,20,03,157.98 Total ₹ 8,000.00 E. & O.E Amount Chargeable (in words) **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

for M.Rajkumar & Co - Advocates Litigation /Legal Audit

Authorised Signatory

SUBJECT TO MUMBAI JURISDICTION
THANKS FOR ENTRUSTING YOURSELF TO US



Customer's Seal and Signature



M. Rajkumar & Co. Advocates, High Court

Ref No. Date: 06.05.2024

To,

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.104 admeasuring about 826 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:

Sadhana Paresh 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:

Sadhana Paresh Kariya	HAVING address Flat No.104 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 1 <sup>st</sup> 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	
B/70	) 33, Odyssey Bldg., Lodha Paradise Complex, Majiu	vade, Thane - 400 601.	
Ema	il : vajkumar_adv77 @rediffmail.com. 🖣 982047442	21, 🗘 022-25360554	O LINE

Website: www.mrlegal.co.in

वकील उच्च न्यायालया w.e.f.24.07.2002 WSME REG.No.MH33D0220127 Page 1



No.		
1.	ORIGINAL Registered Agreement dated 24.03.2003 bearing Serial No. BDR-1-1864-2003	<b>BETWEEN</b> Darshan Builders & Developers AND Paresh Mulji Kariya HuF
2.	ORIGINAL Registration Receipt No.1874 dated 26.03.2003 for payment of Registration Fees of Rs.20000/-	Issued by Sub-Registrar, Andheri -1
3.	ORIGINAL Index II dated 26.03.2003	Issued by Sub-Registrar Andheri-1
4.	ORIGINAL Registered Deed of Gift dated 26.06.2014 bearing Serial No. BDR-17-5941-2014	BETWEEN Paresh M. Kariya HuF thru [1] Paresh M. Kariya [Karta] [2] Sadhana P. Kariya [3] Jaynee P. Kariya [4] Krish P. Kariya AND Sadhana P. Kariya
5.	ORIGINAL Registration Receipt No.6144 dated 16.07.2014 for payment of Registration Fees of Rs.20000/-	Issued by Sub-Registrar,
6.	ORIGINAL Index II dated 16.07.2014	Issued by Sub-Registrar Andheri-6

3. **Description of immovable property**: Flat No.104 admeasuring about 826 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		By Plot bearing No.15B
Towards East		By Plot bearing Nos. 11 & 12





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

i) **Location of Property**: Flat No.104 admeasuring about 826 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 ] NIL

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

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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

AND-1-1271

Affidavit dated 25.04.1996 RD 13.05.1996

1996

A.V. ₹./- M.V. ₹./-

S.D. ₹.60/- Reg. Charges ₹./-

Dileep K. Purohit

То

Schedule :

Property at Village Vileparle Taluka Andheri MSD, land

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

1997 ] NIL

1998 ] NIL

1999 ] NIL

2000 ] NIL

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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

AND-1-5225

Agreement dated 25.09.2002

2002

A.V. ₹.3200000/- M.V. ₹.3081144/-

S.D. ₹.214800/- Reg. Charges ₹.20000/-

Ashok Rojgar Partner Darshan Builders & Developers

Olympu Acodt



To

Vimla R Satra

Ramnik Viram Satra

Schedule: Property at Village Vileparle Taluka Andheri MSD, Flat No. 104

admeasuring about 572 sq.ft carpet

2002

AND-1-5821 Mortgage dated 30.10.2002

2002 A.V. ₹.2400000/- M.V. ₹.1/-

S.D. ₹.12000/- Reg. Charges ₹.20000/-

Vimla Ramniklal Satra Ramnik Viram Satra

To

Ranjit H. Sisodiya Manager Bank of Baroda

Schedule: Property at Village Vileparle Taluka Andheri MSD, Flat No. 104

admeasuring about 572 sq.ft carpet CTS No. 1234/1 to 4 Plot

No.9

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2003

AND-1-1864 Agreement dated 24.03.2003 RD 26.03.2003

2003 A.V. ₹.2300000/- M.V. ₹.4605500/-

S.D. ₹.327230/- Reg. Charges ₹.20000/-

Ashok Rojgar thru Darshan Builders & Developers

To

Paresh Mulji Kariya HuF

Schedule: Property at Village Vileparle Taluka Andheri MSD, Flat No. 104

admeasuring about 92.11 sq.mts Built up 1st Floor, Nisarq

Apartment, CTS No. 1234

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2004	]	NIL
2005	]	NIL
2006	]	NIL
2007	]	NIL
2008	]	NIL
2009	1	NIL

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2010	]	NIL
2011	]	NIL
2012	]	NIL
2013	]	NIL

2014

AND-6-5941

Gift dated 26.06.2014 RD 16.07.2014

2014

A.V. ₹.0/- M.V. ₹.11687000

S.D. ₹.585000/- Reg. Charges ₹.30000/-

Paresh Mulji Kariya Sadhana P. Kariya Jaynee P Kariya Krish P Kariya

То

Sadhana P. Kariya

Schedule:

Property at Village Vileparle Taluka Andheri MSD, Flat No.104 admeasuring about 92.11 sq.mt Built up, 1<sup>st</sup> Floor, Nisarg Apartment, Besant Road, CTS No. 1234 Vile Parle West,

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2015 1 NIL 2016 NIL 1 2017 NIL 2018 1 NIL NIL 2019 2020 ] NIL

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

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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]

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2022 ] NIL2023 ] NIL2024 ] 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]

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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 Purohit, one half share in the aforesaid Property was given to Dileep Kailashnath Purohit;

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-

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2001 Dileep Kailashnath Purohit exchanged with Darshan Builders & Developers, the aforesaid property on terms and conditions as set out therein.

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-1-1864-2003, Darshan Builders & Developers sold to Paresh Mulji Kariya HuF, Flat No.104 admeasuring about 826 sq.ft carpet, 1<sup>st</sup> 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.

Paresh Mulji Kariya HuF 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 I960 and Maharashtra Co-Operative Societies Rules, 1961

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By and under Registered Deed of Gift dated 26.06.2014 bearing Serial No. BDR-17-5941-2014 Paresh M. Kariya HuF thru [1] Paresh M. Kariya [Karta] [2] Sadhana P. Kariya [3] Jaynee P. Kariya [4] Krish P. Kariya gifted to Sadhana P. Kariya, the Subject Flat on terms and conditions as set out therein.

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

#### MASTER DATA OF ANUGRAH STOCK & BROKING PVT LTD

INIASTER DATA OF AIR	OGRAN STOCK & DROKING PVI LID
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
	1 <sup>st</sup> 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

DIN/PAN	Name	Begin date	End date
00215937	Paresh Mulji Kariya	13.05.1997	-
	Sadhana Paresh		
02380399	Kariya	08.09.2012	-

**INDEX OF CHARGES** 

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एम. राजकुमार अँड कंपनी वकीत उच्च न्यायालया w.e.f.24.07.2002 MSME REG.No.MH33D0220127

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

Thus we conclude that Sadhana Paresh Kariya derives valid, legal, clear and marketable title for Flat No.104 admeasuring about 826 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, 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

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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.104 admeasuring about 826 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, 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

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	

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	establishing title of the property in question			
	from the predecessors in title/interest to the			
	current title holder			
h.	IOD No.	Issued	by	Municipa
		Corpora	tion	
i.	Commencement Certificate No.	Issued	by	Municipa
		Corpora	tion	•
j.	Occupation Permission No.	Issued	by	Municipa
		Corpora	tion	·
k.	Copy of Property Card / 7/12 Extract evidencing	Annexed	to Ag	reement
	ownership right of land			
l.	Copy of Title Certificate dated 01.02.2001	Issued b	y Vim	nla & Co
	ascertaining right of Darshan Builders &		-	
	Developers on the aforesaid property			
m.		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			
-	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		
٧.	Validity of RERA Registration	N/a		
# Contra	vention to provisions of The Real Estate (Regulation and Development) Act,	<u> </u>	omoter / L	Developers shall
	penalty / Fine / prosecution under CHAPTER VIII of Act	NI/a		
w.	Litigation	N/a		

Legal, clear, marketable title of the Real Estate Project [defined under section 2(zn), free from all encumbrances.

<sup>#</sup> Section 18[2] of The Real Estate (Regulation and Development) Act, 2016, 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



x.	Project Loan / Finance	N/a
у.	Mortgage Details / Developer Loan	N/a

# Section 11 [4] (g) of **The Real Estate (Regulation And Development) Act, 2016,** the Promoter shall pay all outgoings until he 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 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 [1] Registered Agreement dated 24.03.2003 bearing Serial No. BDR-1-1864-2003 [2] Registered Deed of Gift dated 26.06.2014 bearing Serial No. BDR-17-5941-2014 from Bank's Custody. Said Title Deeds are 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

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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.

- 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.

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- 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 the comments/ findings in this regards.: 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.
- 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** 

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- 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
- 16. 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], 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

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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 of Possession	Discussed in 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

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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 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.

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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 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.

On 03.05.2024, We have verified [1] Registered Agreement dated 24.03.2003 bearing Serial No. BDR-1-1864-2003 [2] Registered Deed of Gift dated 26.06.2014 bearing Serial No. BDR-17-5941-2014 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 are 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.

Durin Aosta



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

- a. Registered Agreement dated 24.03.2003 bearing Serial No. BDR-1-1864-2003
- b. Registered Deed of Gift dated 26.06.2014 bearing Serial No. BDR-17-5941-2014

## 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. Nisarg Co-op Hsg. Soc. Ltd NoC dated 15.04.2009
- 5. Nisarg Co-op Hsg. Soc. Ltd NoC dated 05.10.2011
- 6. Nisarg Co-op Hsg. Soc. Ltd NoC dated 22.08.2014

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

- 1. Letter from Nisarg Co-op Hsg. Soc. Ltd ascertaining charge of Bank of India on Subject Flat.
- 2. Original Share Certificate.

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

Yours Faithfully, For M.Rajkumár & Co.

Rajkumar R/Mishra Advocate High Court

Encl: [1] Search Challan

[2] Index II

[3] Scan copy of Registered Deed of Gift dated 26.06.2014 bearing Serial No. BDR-17-5941-2014 downloaded from https://esearchigr.maharashtra.gov.in bearing Rubber Stamp of Advocate together with Receipt

Alum Aosti



# CHALLAN MTR Form Number-6



GRN MH001656471202425E BA	ARCODE		333 <b>1            </b>	III Date	06/05/2024-21	:57:39	Form ID			
Department Inspector General Of Re	egistration				Payer Det	ails				
Search Fee Type of Payment Search Fee			TAX ID / TA	N (If Any)						
Type of Payment Gealon Fee			PAN No.(If A	applicable)						
Office Name BDR1_JT SUB REGIST	RAR ANDHERI	NO 1	Full Name		M Rajkumar and	Со				
Location MUM8AI										
Year 2024-2025 From 01/0	5/1994 To 06/0	5/2024	Flat/Block I	No.	B703 7th flr (	Odyssey	Bldg	Lodha	Para	adise
			Premises/B	uilding	complex					
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			Area/Locali	ty	Thane	*********				
			Town/City/I	District						
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			Remarks (If	Any)						
			31yr search	for Sadhan	a Paresh Kariya F	lat 104 l	Nisarg Cl	⊣SL Vi	ll Vile <sub>l</sub>	parle
			Tal Andheri	MSD						
			Amount In	Seven H	undred Seventy F	ive Rupe	es Only			
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Payment Details BANK Of	FINDIA			FC	OR USE IN RECE	IVING B	ANK			
Cheque-DD	Details		Bank CIN	Ref. No.	0220229202405	5070503	7 16920	1545		
Cheque/DD No.			Bank Date	RBI Date	06/05/2024-21:5	57:39	Not Ve	erified v	with R	BI
Name of Bank			8ank-Branch	1	BANK OF INDIA	4				
Name of Branch			Scroll No., [	Date	Not Verified wit	h Scroll				
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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 .

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C	103	Subhren Décor Pyt. Ltd.	-	000	X800 0022	385,310	A CONTRACTOR OF A CONTRACTOR O	3618/2003	30,000	13/06/2003	932
r	103	Arvind Kanva	24/05/2003	803	2800000	374,550	20/03/2003	1883/2003	21,400	26/03/2003	932
17/3	104	Me. Paresh Mulji Karla ( Hur )	24/03/2003	88	2,300,000	327,230	20/03/2003	1864/2003	21,380	26/03/2003	826
	1	1) Nitin kumar N. Mehta 2) Kaipesh Nitinkumar Mehta (HUF)	12/07/2002	200	2.800,000	314.710	10/07/2002	3806/2002	20,000	12/07/2002	828
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	200	A) Piyush Jayantilal Shah B) Shaqtal Jayantilal Shah	08/04/2003	003	2,000,000	345.700	03/04/2003	2233/2003	30,000	08/04/2003	826
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Ø	30	(B) Mamta A Shah	19/04/2002	8	2,500,000	315,000	19/04/2002	×103/2007	036,13	ZUIOWEUSE.	Car
Ç	68	A) Vanita Narottam Mehta (B) Dipak Narottam Mehta	29/04/2002	005	3,650,000	360,390	26/04/2002	2379/2002	20,000	03/05/2002	932
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ñ	403	3) D. A. Shah	15/11/2003	88	4,100,000	385,310	17/07/2003	719/2004	30,000	23/01/2004	932
		1) Haresh N Mehta	9						0	400070000	200
9	404	948.1	21/07/2002	2005	2,800,000	314,700	10/07/202	380772002	20,000	Ļ	2 27 2
17	S-0.1		17/05/2002	005	5,213,600	521,630	05/05/2002	2633/2002	21,460	17/05/2002	478 A
48	S-02	Mandyi Co-Op Bank Itd	11 17/05/2002	8	4,068,800	406,980	16/05/2002	70277507			250
130	S-03	Chandrakant Narsinhdas Patel 7	13/10/2010	010	GIR Deed	234,100	12/10/2010	118/0/2010		1.	3
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8	800	Chandrakant Narainheae Peter	13/10/2010	010	OM Deed	102,200	12/10/2010	Costor Costor		-	
		Suresh Narsindas Patel	01/08/2003	833	1,500,000	150,000	25/U//Z063	4859/ZU3			CHO
	801	Chandrakant Narsinhdas Patel	13/10/2010	0.00	Out Deed	642,000	13/10/2010	10039/2010	30,000	+	
		Asha Suresh Patel	01/08/2003	683		140,000	20/0/1/2003	4930/2003	55.0		-
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Note:-Generated Through eSearch Module,For original report please contact concern SRO office.

# सूची क्र.2

दुय्यम निबंधक : अंधेरी 1 (बांद्रा)

दस्त क्रमांक : 1864/2003

नोदंणी : Regn:63m

## गावाचे नाव विलेपार्ले

Western State of the Marie of the Control of the Co	गावाचे नाव: विलेपाले
(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	₹.2300000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	<b>হ</b> . 4605500
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्णन :विभागाचे नाव - विलेपार्ले पश्चिम ( अंधेरी ), उपविभागाचे नाव - 37/189 - 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. 104 पहिला मजला निसर्ग अपार्ट
(5) क्षेत्रफळ	बांधीव मिळकतीचे क्षेत्रफळ 92.11 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:-परेश मुलजी कारीया एच यु एफ वय:-35पत्ता:-१३पिन कोड:-४९पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	24/03/2003
(10)दस्त नोंदणी केल्याचा दिनांक	26/03/2003
(11)अनुक्रमांक,खंड व पृष्ठ	1864/2003
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	327230
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	20000
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04-05-2024

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दुय्यम निबंधक : सह दु.नि. अंधेरी 6

दस्त क्रमांक : 5941/2014

नोदंणी : Regn:63m

गावाचे	चान	. 41	( <del>Dan</del>	<del>-</del>
गापाप	7119	: 1	) ।पराप	171

THE THE PROPERTY OF THE PROPER	गावाचे नाव : 1) विलेपार्ले
(1)विलेखाचा प्रकार	गिफ्ट
(2)मोबदला	0
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	11687000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपाइतर वर्णन :सदिनका नं: 104, माळा नं: 1, इमारतीचे नाव: निसर्ग अपार्टमेन्ट, ब्लॉक नं: विलेपारले पश्चिम मुंबई-56, रोड नं: बेसेंट रोड( ( C.T.S. Number : 1234 ; Plot Number : 0 ; ) )
(5) क्षेत्रफळ	1) 92.11 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): नाव:-परेश मूलजी कारिया एच यू एफ वय:-45; पत्ता:-प्लॉट नं: 104, माळा नं: 1, इमारतीचे नाव: निसर्ग अपार्टमेन्ट, ब्लॉक नं: विलेपारले पश्चिम मुंबई. रोड नं: बेसेंट रोड, महाराष्ट्र, मुंबई. पिन कोड:-400056 पॅन नं:- 2): नाव:-परेश मूलजी कारिया वय:-45; पत्ता:-प्लॉट नं: 104, माळा नं: 1, इमारतीचे नाव: निसर्ग अपार्टमेन्ट, ब्लॉक नं: विलेपारले पश्चिम मुंबई, रोड नं: बेसेंट रोड, महाराष्ट्र, मुंबई. पिन कोड:-400056 पॅन नं:- 3): नाव:-साधना पी कारिया वय:-45; पत्ता:-प्लॉट नं: 104, माळा नं: 1, इमारतीचे नाव: निसर्ग अपार्टमेन्ट, ब्लॉक नं: विलेपारले पश्चिम मुंबई, रोड नं: बेसेंट रोड, महाराष्ट्र, मुंबई. पिन कोड:-400056 पॅन नं:- 4): नाव:-जैनी पी कारिया वय:-18; पत्ता:-104, 1, निसर्ग अपार्टमेन्ट, विलेपारले पश्चिम मुंबई, बेसेंट रोड, इर्ला, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400056 पॅन नं:- 5): नाव:-क्रिश पी कारिया तर्फे अज्ञान पालन कर्ता परेश पी कारिया वय:-45; पत्ता:-प्लॉट नं: 104, माळा नं: 1, इमारतीचे नाव: निसर्ग अपार्टमेन्ट, ब्लॉक नं: विलेपारले पश्चिम मुंबई, रोड नं: बेसेंट रोड, महाराष्ट्र, मुंबई. पिन कोड:-400056 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-साधना पी कारिया वय:-45; पत्ता:-प्लॉट नं: 104, माळा नं: 1, इमारतीचे नाव: वीजयास निवास, ब्लॉक नं: आंधेरी पश्चिम मुंबई, रोड नं: गुलमोहर रोड, महाराष्ट्र, मुंबई. पिन कोड:-400058 पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	26/06/2014
(10)दस्त नोंदणी केल्याचा दिनांक	16/07/2014
(11)अनुक्रमांक,खंड व पृष्ठ	5941/2014
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	585000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	•

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:		,
	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.	

MH001555251202425E	Government of Maharashtra	Regn. 39 M						
Department of Registration and Stamps								
04 May 2024	Receipt	Receipt no.: 1113428523						
	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. : 1864 RequestID :fd66085c82b448c4						
	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.mahakosh.gov.in/challan/								

Scan Cope Downloaded from real site on payment of stipulated charges.

TRUE / SCANNED COPY

M. RAJKUMAR & CO.

can verify **एक्किन्य के किन्द्र किन्द्र के किन्द्र के किन्द्र के किन्द्र के किन्द्र के किन्द्र के** GENERAL STAMP OFFICE TOWN HALL, FORT, MUMBAI - 400 023. 1 RECEIPT FOR PAYMENT TO GOVERNMENT NOT TRANSFERABLE (E) Receipt Date: Receipt No. : 81 20/03/2008 Received From: PARESH MULJI KARIYA HUF On Account of : 102--(II) Counter No.: 107.94)21614 Mode of DD/PO/CHQ/ Bank Name & Area Amount Payment RBI-Challan No Branch Code (In Rs.) to subo, regpunds Tai (GT164) 218Mu, etano (G) ... (G) 20/03/2003 PO 45443 0 Name : PUNJAB NATIONAL BANK (PNB) Bank : S. V. ROAD, MALADIME OT ) (MILU) Branch Name DELIVERED 003 Case No. : DELIVERED Lot No. : Lot Date : al D. O. : Description of Stamps / Amount Sr. No. Quantity Denomination Franking (In Rs.) (1) Total: 327230.00 Twenty Seven Thousand T Rs.: Qnly haperentative / Quaiobalic Cashier / Accountant Digitally signed by DS DEB AND STAMPS Date: 2024.05.04 07.48:37

2003

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MULLI KARHYA

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ARTICLES OF AGREEMENT made and entered into at Bombay this 4 day of mattwo 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 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. MARS. MASS. MASS. PARESH MULJE KARIYA HUF

Mumbai Indian Inhabitant/s residing Katheyawar Society gulmohan x Real No-12, vile pente (w), Mum - 57 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/ executors; administrators and permitted their respective heirs, assigns) of the OTHER PART.

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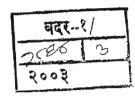
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ONT. SUPERINTENDENT OF STAMPS,

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#### 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 "Vecna 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 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 8th 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 Surnati 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;

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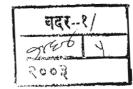




- (d) Consequent to the said oral partition, mutations were effected in the revenue and other records and the name of the said Dileep Kailashnath Purohit was added alongwith the said Bai Surnati Kailashnath Purohit as the owner thereof;
- (e) The said Bai Sumati Kailashnath Purohit died on 17th November, 1969 at Kailawadi, Navsari in Gujarat State having made and published her last Will and Testament dated 28th May, 1960 leaving behind her two sons, Vinayak Kailashnath Purohit and the said Dileep Kailashnath Purohit 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 Purohit, 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 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,2006

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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 Purohit 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 Purohit agreed to exchange and self 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 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 Builders herein as therein mentioned and the same is registered with the Sub-Registrar of Assurance at Bandra under Secial No.BDR-1/490 of 2001 on 31st January,2001;

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

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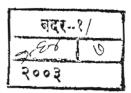
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29th January, 2001 empowering the partners of the Builders to develop the said property as therein mentioned and have also executed an Declaration -Cum -Indemnity dated 17th January, 2001 indemnifying the Builders against any claim of any nature on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

- (n) 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 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 21st 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 Bullders are satisfied to construct the building/s on the said property:

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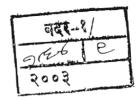
- (q) The Builders have also entered into an agreement with Architect registered with the Council of Architects Kinnar Nayak and such agreement is as per Agreement prescribed by the Council of Architect and the Builders have appointed a structural design and drawings of the Building and the Builders accept the professional Supervision of the Architect and the structural Engineer till the completion of the building;
  - (i) 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 (hereinafte: referred to as the said Act) and the Rules made thereunder;
- (t) The copy of certificate of title issued by Advocates & Solicitors of the Builders, 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, Mevenue

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- 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 or 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;
- (w) The balance F.S.I. or the F.S.I. of the said property by way 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;

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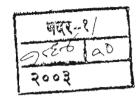
- (y) The purchaser/s has/have entered into this agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes, etc., recited and referred to above;
- (z) Relying upon the said application, declaration, agreements, deed of exchange contained in this agreement the Builders agree to self 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:

- 1. The recitals contained above form internal part of this agreements as if the same were set out and incorporated in the operative part.
- 2. 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.

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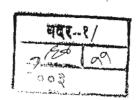
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hereunder written (hereinafter referred to as the said property) (the said property and the said Building "NISARG APARTMENTS" are hereinafter collectively referred to as the said property) in accordance with the plans, designs, specifications, approved by the concerned local Authority and which have been inspected and approved by the purchaser/s with such variations, modifications and alterations as 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" harein.

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The purchaser/s hereby agree/s to purchase from the Builders and the Builders nereby agree to sell to the purchaser/s office/ shops/ flats/ garages/ car parking spaces/ still parking/ basement bearing No. 104 admeasuring 826 sq.ft. built up area on 13+ 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 Rs. 23,00,000 /= (Rupees 2 1/2 Twenty Three law - 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. 29.00,000/=(Rupees Twenty Thru & Phy 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,	
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(ii) Rs \_\_\_\_\_ /= on completion of 1st slab,

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

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

(v) Rs. /= on completion of 4th stab.

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

(vii) Rs. \_\_\_\_\_/= on completion of masonry work

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(viii) Rs /= on completion of outside plaster,

(ix) Rs. /= on completion of tilling work,

(x) Rs. /= at the time of possession of the said'

premises,

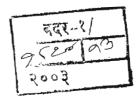
5. The percentage of the undivided interest of the purchaser/ s in the common area and facilities limited or otherwise pertaining to the said premises shall be in proportion of the area of the said premises to the entire area of all the Flats etc., in the said building.

6.

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 13/13/2003. 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 lates as may be certified by the Builders Architects from time to time and such escalated price of 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

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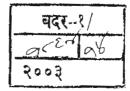


any together with other payments and deposits mentioned herein, the purchaser/s shall not be entitled to the possession of the said premises.

- 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 indemnified the Builders against any breach thereof and/or action which may be taken by BMC and the consequences thereof.

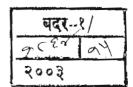
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- The Builders have made full and true disclosure of the nature of their title to the said property. The Builders, however agree that before transferring and/or vesting the said building and the said property in favour of the society of acquirers of 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.

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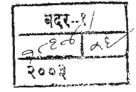
floors/structures so as to avail of the full FSI permissible at present or in future for the said entire property inclusive for staircase, llft, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up any "Additional Construction" as mentioned above and the Bullders 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 Builders 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

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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.

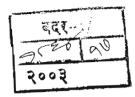
e) That the Builders alone shall be entitled to sell any part or portion of the said building including the open terrace/s, walls or part of the said property, stilt, parking space, covered or otherwise, the open space including for use as a bank, offices, shops, nursing home, restaurant, hotel, garden, 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 escalations 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 Building strict reserved hereur der;

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- 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.

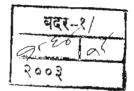
The aforesaid consents, agreements and covenants shall remain valld, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the purchaser/s and/or possession of the said building is handed over to the society of the purchaser/s of the premises and vesting document is executed. The aforesaid covenants or such of them as the Builders 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.
- or in law, the Builders shall be entitled to claim and the purchaser/s shall be liable to the Builders to pay interest at a pay interest a

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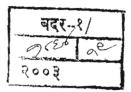


the rate of 21% per annum, on all such amounts which may become due and payable by the purchaser/s and remain unpaid for seven days or more after becoming due.

13. 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 lifteen 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 shall 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

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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 Lim ted 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 salarles of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary

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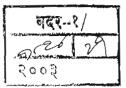
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and incidental to the management and maintenance of the said property and buildings. Until the Society/ Limited Company is formed and the said property and building is transferred to it, the purchaser/s shall pay to the Builders such proportionate 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 2 Pb Rs. 4626 /= 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 Buildars 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 shall not withhold the same for any reason whatsoever. However, fifty fine & Plan a further sum of Rs 55,440 /= (Rupees Tho wand four Hundre forty 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

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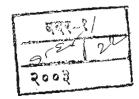


other services connection to the building in which the premises is situated. The balance of such deposit, if any, will be transferred to the society in the account of the purchaser/s and if this deposit amount is found short, the purchaser/s agree to pay such further amount as may be required by the 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 /= 16 /= 16 /= 14 /= 16 /= 1
- (vii) Rs. 16,170 /= (Rupees Sixteen Thousand Phonometric Seventy 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

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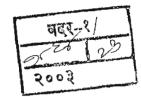
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case may be preparing its rules, regulations and bye laws.

- 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 2.1 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 restrictions.

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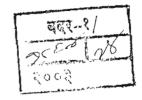


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if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the purchaser/s obtain from the concerned local authority, 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 neglect, 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 fail to perform and/or observe any of the terms and conditions and stipulations.

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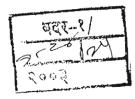


and covenants herein contained on his/her/their part to be observed and performed then this agreement shall cease and stand terminated and the earnest money and all other amounts till then paid by the purchaser/s shall be refunded to the purchaser/s and the purchaser/s hereby agree to forfeit all his/her/their right, title and interest in the said 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, remedies and claims whatsoever of the Builders available against the purchaser/s under this Agreement and/or otherwise.

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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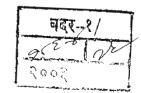


undertake not to object to such construction on the ground of nuisance, annoyance and/or for any other reason.

- 27. It is hereby expressly agreed that the Builders shall be entitled to sell 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 be.
- 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.

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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.

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

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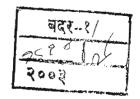


the ground of inconvenience or any other ground whatsoever, It is agreed by and between the parties hereto that if the permitted floor space index or density is not consumed in the building being put up and/or at any time further construction on the said property is allowed and the Society or the Limited 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.
- other purchaser/s on such terms and conditions as the Builders may deem fit or after 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.
- 36. The purchaser/s shall not let, sublet, sell, transfer, convey, 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.

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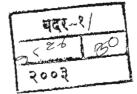


and then and in such event the amounts paid till then by the purchaser/s to the Builders under this agreement shall be refunded to the purchaser/s without any interest and in the event if the possession of the said premises is nanded over by the Builders to the purchaser/s then and in that event the 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, lobbles, 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.
- 40. The Builders shall give possession of the said premises to the Purchaser/s on or before Man 2013. If the Builders fail 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 Act, 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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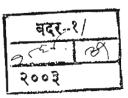


date the Builders received the same till the date the amounts and interest thereon are repaid provided that by mutual consent it is agreed by and between the parties hereto that dispute if any as to whether the said Section 8 is applicable or not or otherwise the same shall be referred to the competent 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 premises is situated or was to situate. PROVIDED THAT, the Builders shall be entitled to extension

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

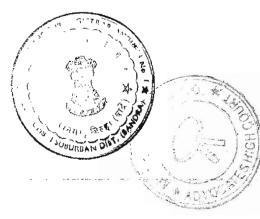
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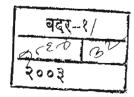


authorities in that behalf. They shall use the garage or parking space only for the purpose of keeping or parking the purchaser's own vehicle.

- 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 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.

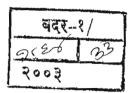
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- 45. The purchaser/s shall after the receipt of the possession as stated in this agreement shall carry out at his/her/their own cost all internal repairs to the said premises and maintain the same in the same condition, state and order in which it 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 failing 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 premises or against the Builders whatsoever





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 it sent to the purchaser/s under Certificate of Posting at his/her/their address mentioned below.

Flat No. 13, 300 Floor,

Kathiyaware Society,

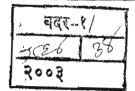
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- 50. The purchaser/s shall check up all the fixtures and fittings in the said premises before taking possession of the same. Thereafter, the purchaser/s shall have no claim against the Builders in respect of any item or work in the said premises or 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.
- 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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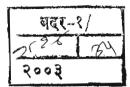




of such other premises as the case may be shall have committed default in paying his/her/their share of the water tax and/or other outgoings and the electric charges.

- 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.
- 53. 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.





- 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 Builders 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 Builders 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 lax Law. If, however, by reason of any amendment of the constitution or enactment or amendment of any other law,

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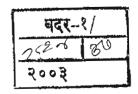
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central or state, this transaction is held to be liable to tax as a sale or otherwise, either as a whole or in part and any inputs or materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, 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.
- 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 (Ceiling & 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 Builders 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.

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- 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 Reconcillation 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.

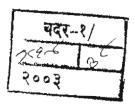
#### THE SCHEDULE ABOVE REFERRED TO:

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 written.

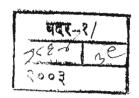
> P2



SIGNED AND DELIVERED by the withinnamed	)
"BUILDERS" MESSERS DARSHAN BUILDERS &	) I (celu chen tun
DEVELOPERS in the presence of	}
SIGNED AND DELIVERED by the withinnamed	)
"PURCHASERS" MR PARESH	Paresh Kanda
MULJI KARIYA HUF	
in the presence of	)
RECEIVED today of and from the withinnamed	)
purchaser/s a sum of Rs. 23,01,000/=	)
(Rupees Twenty Three law -	)
Only) being the amount of earnest money paybale	,
by them/him/her to us as herein mentioned.	) Rs. 23,10,001./=
WITNESSES:	
WE SAY RECEIVED	
1. ARVIND MULTE KMIYA	Karing Lain of.
2. ASHOK RASUOR	ratal chara sin

BUILDERS.

IJ SUBURBAN OIST.



## **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.

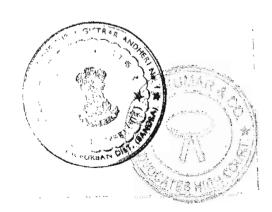
### **DOORS & WINDOWS:**

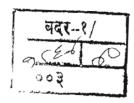
- · Decorative main door, wooden frame in teak wood.
- Designer flush doors for Bedrooms and Toilets.
- Fancy brass accessories fittings & fixtures for every door.
- · Anodized aluminum sliding windows with Marble frame.
- · Standard quality of safety lock.
- · M.S. grills on every window.

### 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.

e Pte





# 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:

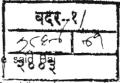
#### TITLE CERTIFICATE

property we have to certify and state as under;-

Re. In the matter of property being all that piece or parcel of land together with burgalow/building, structure, male 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

We have gone through the title of M/s D arshan Builders & Developers in respect of the above property and as regards its title in respect of the said

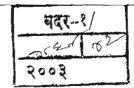
(a) One Bai Sumati Kailashnath Purohit was seized and possessed of or well and sufficiently entitled to a plot of land together with bungalow/building, structure, mali shed, outhouses, messuages and tenements known as "Veena Vihar" standing thereon bearing Final Plot No.9 of Town Planning Scheme No.III 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 October 1940 registered in the office of the Sub Registrar at Bandra under Serial No.1104 in Book No.1 on 9th



- (b) In or about 1945, dispute and differences arose between the said Bassard 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 Surnati 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 said 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 her two sons, Vinayak Kailashnath Purohit and the said Dileep Kailashnath Purohit 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 Purohit, 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

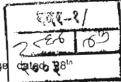
  Purohit bequeathed the right of ownership (i.e. 1/2 share) of the said Veena property to the said Dileep Kailashnath Purohit absolutely and exclusively:
- (n) The said property is declared under Urban Land (Ceiling & Regulation Act, 1976 within the ceiling limit by order passed by the Addition

Additional & July



Collector & Competent Authority (ULC), Gr. Bombay vide his order dated 18th 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 bypegraphical 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.
- (i) We have taken the search through search Elerk Mr. B.S. Rancive 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;
- (I) In the circumstances herein above the said Dileep Kailashnath Purchit was exclusively entitled to the use, occupation and possession of the said Veena Property more particularly described in the schedule hereunder written.
- (m) By an Agreement of Exchange dated 28th January, 2000 made between the said Dileep Kailashnath Purohit, therein called the Party of the One Part and M/s. Dileep Kailashnath Builders & Developers therein called the Party of the Other Part, the said the said Dileep Kailashnath Perohit agreed to exchange and sell to M/s. D arshan Builders and Developers the said property more particularly described in the schedule returned witter for the consideration and upon the terms and conditions therein mentioned;

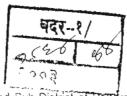


- In pursuance of the aforesaid Agreement of Exchange dated 28th January,2000 the said Dileep Kailashnath Purohit has also executed a Deed of Exchange dated 21st December,2000 whereby transferring and conveying the said property more particularly described in the first schedule thereunder written and 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,
- December,2000 the said Dileep Kailashnath Purohit have executed an irrevocable Power of Attorney dated 29<sup>th</sup> 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 17<sup>th</sup> 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.II of Ville Parlie West, bearing City Survey No.1234, 1234/1 to 4 admeasuring 7 1906 square meters or thereabouts situate lying and being at 5, Basant Road of Ville Parlie West.

A PART OF THE PART



(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.

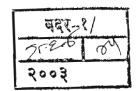
Dated this 1<sup>st</sup> day of February,2001

For Vimla & Co.,

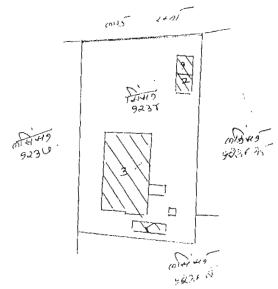
Sd/-

Advocates & Solicitors





अर्जिश्न - कुळा रागांत के अस्या अर्जानम् कार कुम्पन विकास (क) के ब्रा के प्रति एक प्रति । के विकास कार्य कुम्पन विकास के कि विकास कि कि कि विकास के क



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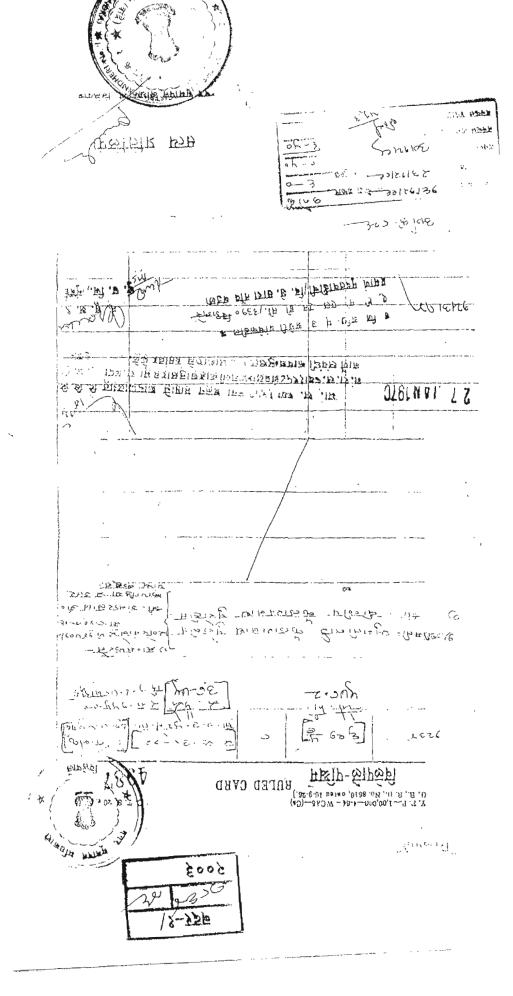


सत्य प्रशित्तिष्ठे

रपर भूमापन अधिकीरी, विलेगा







Tobaca & > C'T 8, 70 . 4988 1231/9 क्षात्स सं ११३७ अशाल भारतीयाती व्युक्तिकार्त्रे के लाजा दाव न्युराहाती व्वयक्ति । ति या भ न्द्रते नेन्द्रीत न्वेत्वाया कावा सुन्यति । व १३४ प्रामातिः ्रिक्षेत्र स्टब्स् स्टब्स् स्ट्रीयर्ग स्टब्स् स्टब्स् . ని. 📉 कि. के. सारा/मुक्तवाड़ नः भू. ఈ १५२५ प्रमाचे षः ए. जि., मुंबई . 2311311 सत्य प्रात्तिकप्रो न्यर मुसायन क्षत्रकारी, विजेगान

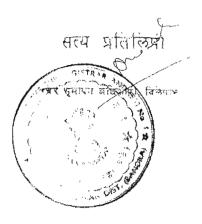
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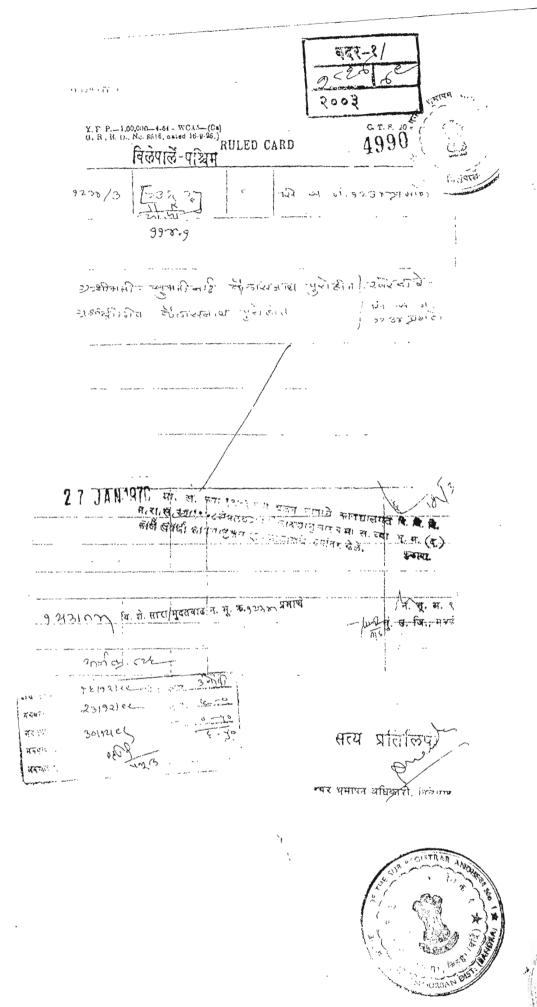
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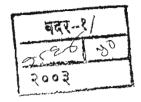
Y. F. P. - 1,00,000-4-61 - WCA5-(Cs) (J. R., R. D., No. 2016, Lated 16-9-26.) विकेषार्ले - पश्चिम RULED CARD 154 . 57 . 4. 92.38 74 110 भ : शासती - पुराती नहिं ने लासकाथ पुरोही में रेकेररीने -न्द्राक्षत केलायमाच स्रोहीम ्रेट्सण्डाह्मारवम्। सः च्हा १९१४ देव 921 छ। ० ४ वि. शे. सारा मृदतवाद न. मृ. क. १ २३ ४ प्रभाषे

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बदर--१/ ক্ষীফ চক্ৰা इमारला म किया कार्यालय मरप्यको उपनगरातास प्रका स्थर मधानगर पांछधंत्रचा मार्चालये भार, के पारकार मार्च, सवर्चे ५० HE 1.00 -140 Manielpal Office 

Se 1991.42 3312P-6950-93-14,000 Porme 50 City John Common Comm thanking not Regulations had ITAL

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MEMORANDUM

is replying please quots Me, and date of this letter,

Latimation of Disapproval under Section 346 of the Bushier

Musicipal Corporation Act, as assended up to date. NAYM B./CH/ 5590 MA/AK.

15 JUL 1995

To.

Dilcep Shri Dalto Purchit.

With reference to your Notice, letter No. 337 detect 22.12 1994 and definered on

and details of your building at C. T. S. No. 1234, 1234(1 to 4), at Besant Road, VIIOPAYIO(W); F. P. No. 9, T. P. S. III.

by thereof 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 withough D.1.L.R. before start of work.

C) That the copies of 1.O.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 award shall not be 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 thework. 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 setwack 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

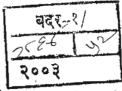
B. C. C. I)That the Structural Engineer will notbe appointed asper proforma 'A' Supervision memo asper proforma B, will not be submitted by him, proforma C; will notbe submitted for amended plants If any, and proforma D along with 2 sets of completion plan of structural work (one set on canvas) will not be submitted (Asper C.E.'s frequent No. 257/10 of

3-7-1979).

J) That the structural design and calculations for the proposed fork and for existing bldg. showing adequacy thereof to take up additional load are not submittedbefore C.C.

K) That the requirements of byelow 4(c) will not be complice and the same will not begot approved befrom this office by the 1.P. brown C.C. or before

starting the drainage work. SUBURBAN DE



- 4. 3 That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
- ( ) That the drainage work generally is not intended to be executed in accordance with the Municipal: requirements.

Your attention is drawn to the Special Instructions and Mutes accompanying this Intimation of Disapparel.

Enecontre Engineer, Bodheng Proposele.

#### SPECIAL INSTRUCTIONS.

- (I) THIS INTEMATION GIVES HO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay, has, converted, the City Proglever to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and wasted in this Commissioner by Section 346 of the said Act.
  - (3) Owler Byelaw, No. 8 of the Commissioner has thread the following levels :-
- "Every person who shall erect as now domostio building shall cause the same to be built to that every-part of the plinth shell be-
- "(a) Not less than, 2 feet (60 cms.) above the sentre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street."
  - "(3) Not less than 2 feet (60 sees.) showe every portion of the ground within 5 feet (160 cms.) of such building.
    - "(c) Not less than 92 ft. ( ) metres above Town Hall Dathum."
- (4) Your attention is invited to the provisions of Species 152 of the Act whereby the person liable to pay property taxes is required to give notice of executes of a new bailding or occupation of a building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first, occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be habbe to be revised under Section 167 of the Act, from the extlicit possible date in the ourrent year is which has completely on an occupation is deterted by the Asso, wanted Collector's Department.
- (5) Your attention is further drawn to the provides of Section 353-A about the necessary of a cutting occupation occilifant with a view to enable the Municipal Commissioner for Orenter Bombay to inspect year premises and to grant a permission before accumpation and to how youndly for non-compliance under Section 471 if necessary.
- (6) Proposed that of commencement of work should be commenced as per requirements of Socians 347. (1) (447) of the Bombay Municipal Corporation Act.
  - (7) One more copy of the block plus should be estimated for the Collector, Bombay Subards District.
- (8) Necessary permission for Non-agricultural use of the haid shall be obtained from the Collector Bounday Inhurbau District before the work is started. The Non-agricultural assessment shall be vaid at the tite that may be fixed by the Collector, under the Land Rorenue Code and Rules thereunder.

Autorion is diuma to the notes Assembenging this Intimution of Discopproval,

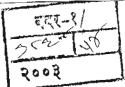


No. EDEL 5590/85 AK

NOTES

(1) The work should not be started unless objections A TOJ LMN ST UZare complied

- (2) A certified set of latest approved plans shall be displayed on site at the man of commencement the work and dering the progress of the commencement worm.
- Temperacy permission on pryment of disposis should be obtained for any should be more and store for constructional purposes, Residence of workmen shall not be allowed on site. The temperacy structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signer to decident softmare along with the infiding completion certificate . . le
- (4) Temporary sanitary accommodation on full flushing system with necessary dramage arrangement should be provided on site for workers, before starting the work.
- Water connection for constructional purposes wift not be given until the hoarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- The corners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Falling this, it will be presented that Montipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand, preps debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- 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
- (11) The application for sewer direct connections, if necessary, should be worder simultaneously with commencement of the work as the Nunicipal Corporation will require. Give to consider afternative site to avoid the excavation of the road and footpath.
- (12) AF the terms and conditions of the approved layout-sub-division under No. should be affrered to and complied with,
- (13) No bisling Orainage Completion Critilieste will be account non-water connection granted (except for the construction purposes) unless total is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation-Ace and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amonity open space should be developed before (submission) of Building Completion Cartificate
- The acess road to the full width shall be constructed in water board unucudain before commen-eing work and should be complete to the satisfaction of Manicipal Commissioner including asphelting lighting and draininge before subacission of the Building Completion. Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The currounding open spaces around the building should no consolidated in concrete broken glass pieces at the rate of 125 cubic metres per 10 Sq. metres below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foun-dation below, level of botton, of road side drain without electrician flow of rain water from adjoining before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are depolitionally and the started unless the existing structures proposed to be demolished.
- (20) This Intinuition of Disapproval is given exclusively for the purposes of entiting you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (H) of the Rent Act and in the event of your proceeding with the work either without an intinuition about commencing the work under Section 34(t) (ha) on your starting the work without removing the structures proposed to be removed the net shall be taken as a severe breach of the conditions under which this Intimation of Disapploval is issued and the sanction will be revoked and the commencement certificate granted under Section 45 of the Managerich and Town Planning Act, 1966, (12 of the Town Planning Act), will be with a drawn.



- If it is proposed to demolish the existing structures by negotiations with the teature, under the circumstances, the work-as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :---
  - (f) Specific plans in respect of oriething or rehousing the existing braunts on your statting their number and the area in operation of each.
  - (ii) Specifically signed agreement between you and the existing tonants that they are religing to avail or the alternative accommodation in the proposed structure at standard reat.
  - (iii) Plans showing the physed programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- In case of extension to existing building, blocking of existing windows of rooms detiving light and its from other sides should be dene first before starting the work. (22)
- In case of additional floor no work should be start or during monsoon which will same acies water leakage and consequent nuiswice to the tenants staying on the floor below.
- The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metro. (24)
- The work should not be started above first floor level unless the No Objection Certificate from (25) the Civil Aviation Authorities, where accessary, is obtained.
- It is to be understood that the foundations must be excavated down to hard soil, (25)
- The positions of the matumis and refer appareneasing the outling should be so arranged as not to necessitate the laying of drains inside the building.
- The water attangement wrost be charged out in strict accordance with the Municipal requirements. (20)
- No new well, tank, pond, distern or fauntain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 381-A of the Municipal Corporation Act. 223
  - All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of erought iron plates or langes. The manholes of all jisterns shall be covered with a properly fitting mosquito proof langed cast from cap over in one place, with locking transcenent provide i with a bolt and huge scrowed on highly serving the purpose of a locking are variating pripes of the ribbet pretented with screw or dome shape pieces. (Tike a garden wait rose) with copper pipes with perfections each not proceeding 1.5 mm. In distinctor. The elstern shall be made easily, safely and permanently a consible by providing a firmly fixed iron hidder, the upper code of the ladder should be carmarked and extended 60 cms. above the tog where they are to be used and its lower ends in covern contributions.
- No broken bottles should be fixed over boundary walls. This prohibite refers only to broken bottles to not to the use of plane glass for coping over companied  $\leq 10$ .
- (32)
- Louvres should be provided as exquired by Bye-law No. 5(5). Lintels or Arches should be provided over Door and Winnow one, magni-
  - The drains should be laid as require under Section 234-1(a). (d) The inspection chamber should be plastered inside and outside.
- If the proposed addition is intended to be carried out on old foundations and structures, you (33)will do so at your own risk.

Executive Engineer, Building Proposals
Zone Wards

THOMOTO !! ,\_A.E.W.W. 16(W) MOKC (M)





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ISSUE

ब्हन्स्बई महानगरपालिका

#### CORPORATION OF GREATER BOMBAY MUNICIPA

15500/WALOE. 15-JUL 1995-

<u>ःस्ती भारताव</u> ा । १० ५०% हि **धार्यलय** TER DAY WITH WEEK S. .. ःह्यवर्गर पान्य तन्त्र आयीलगे े ं शहर, कि. पाछक्र भागीर मुबर्दे ५०

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/

the agreement with the existing tenant along with the plans will with the plans will with the bore C.C.
That VI.O. intermifying the Corporation for damage, risks, accidents, sto. in to he occupies and undertaking regarding no nuisance will not be submitted work.

submitted Dors C.C./starting the work.

Submitted Defore applying for C.C. and the requisitions, complied with before B.C.C.

Submitted Dors C.C./starting the work.

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Submitted Defore Submitted Defore applying the submitted Defore Authorities of Govt. of Mcharashtra will submitted Defore Authority will not be obtained Defore applying the submitted Defore Submitted Defore applying the submitted Defore Submitted Defore applying the submitted Defore Submitted Defore applying the submitted Defore applying the submitted Defore Submitted Defore applying the submitted Defore Submitted Defore applying the submitted Defore Submitte

The tithe R. U. T. w. il not be submitted by wall Developer/owner before applying C. C. tating therein that he will include a suitable condition in agreement for sale of flat/shop etc. That the purchaser of flat/shop etc. will change the user of the flat or room/shop than shown in the approved and sample copy, thereof will not be submitted for this office record. That the qualified/registered site supervisor through Architect/structural her will not be appointed before applying for C. C. That All the Electrical installations shall not be carried out in mity with the provision of Part VIII of building services section of National Building code.

aity with the provision of Part VIII of building services section of National Building code.

.nat the Amount, as will be intimated by M.C.G.B. towards development infrastructure in approved layout/sub-division/ of lard and development nanding over and Transfer of setback land .D. Read etc. wild not be deposited in cash/demand draft or irrevocable Banker's Guarantee from Scheduled Bank within the limits of Greater Bombay and agreement to that diffect 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 impore applying for C.C.

T) That the plinth /stilt height shall not be got checked from S.E. before two proceeding with the work above plinth.

Z) That additional water charges shall not be paid before C.C.

Z) That additional water charges shall not be paid before U.V.

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.

Z2) That the elevation treatment, if any will not be got served before

applying for C.C. above plinth level.

23) Thatthe O.H. water storage tanks will note provided with bottom cab 41/1.2 Mtrs. above roof slab as control with the suction and bapacity of the suction tanks will not be provided with bottom that the approval of the location and bapacity of the suction tanks and pumping arrangement will no including existing floors.



you in

25) That the entire water supply for existing aw well ? proposed ext work will not be down take supply only from O.H. tanks o be provided on the top most terrace of the Bldg. on the top most terrate vertical drain pipe, soil pipe win a securation, water main, O. Htank, etc. for Maternity Home/Nur of Home user not be provided and that the drainage system of the redepitie the building will not affected.

27) That the 6" Vent shaft from newer trap chambered ware pipe Tee arrangement will not be made by owner to enable to connect vent shaft fixed to the blags by the owner and permittoing wirk such work will not be given by the owner to the C 23) That the seme of drains will be laid internally. 79) That the smoke test for draining lines will not be given bofor occupation. for occupation. The name of the rest of th proof/Leakproof.
2)1) That the dust bin will not be provided as pur C.E. s Circa/ CE/9297/11 of 26-6-1978. Zi2) That the compound gate will not open inside the pattern and in the planted at the rate of 1 from BU 273) That the tree shall not be planted at the rate of 1 from BU 274) That the surface drainage arrangement will not be made in carried with E.E. (S. W.D.) or as per his remarks under will not be obtained and submitted before applying for occupation Cft./B. CCC and 2/76 and 37/43 will not be committed with Z15) That the requirements of byelaw 5 (bac) / 48 and 49,00 and 37,43 will not be complied with.
Z16) That 10'-0" wide paved pathway up to staircase will be recorded and considered and unbuilt upon and will not be local and coy be kept open and unbuilt upon and will not be livered and coy.
B. C. c. whichever is earlier.
Z18) That the ventilators are dead walrs will not be about an of ventilator per room shall not be restricted to one.
Z19) That the some of the paragos and labbles will not be properly lighted and ventilated.
Z10) That the some of the paragos and labbles will not be properly lighted and ventilated.
Z20) That the development charges in as per M. R. and T. P. (Americant) 1992 arri not be paid before asking for C. C.
Z22) That the adequate care in planning, designing and carrying out Zoo Winat the adequate care in planning designing and carrying out construction will meto provide for the "consequence of settiement floors of the floors and filling etc.

223) That the name plate/board showing plot No. Name of the Bldg., not be displayed at a prominent place before (.C.C., B.C.L. 224) That the application is noticed and deposit is not paid to the A.E. (Maint.) K/West for carriage entrance across road side drain as cost before starting the work and the carriage entrance will not be provided before submitting Occupation/B.C.C. 2003) That the common Antenna for Television Transmission will not provided as por the requirements of D.C. Legulations 1991 before submit of OCC/B.c.C.

226) That the parking spaces will not bemarked with paint before applying for Occupation Cft.

227) That the Notice Board as 'Servant's Toilet' will not be displayed. on tallets proposed for servants use and that the copy of simple agreement for sale of flats with mentioned therein about the copy of simple rollet! that these are provided on ground floor/upper from the for common use of servants only will not be submitted before apply for OCC/B.C.C.

18) That the Cft. from Lift Inspector shall not be appointing for occupation // C.C. of occupation of ns mounted on canvas and two additional



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# बृहन्मुंबई महानगरपालिका

#### MUNICIPAL CORPORATION OF GREATER BUMBAY

No. CE/5500/WS/AK of

175 JIL 1995

set of plans will notbe submitted at the timeof submitting B.C.C. 230) That the cft. under section 270-A of the B.M. A will not be obtained and submitted from H.E. regarding adequacy of water poly. 231) That the copy of the last upto date bill paid the A.A.C.C.K/west will notbe submitted at the time of applying the B. (232) That B.C.C.W. If not be obtained and I.O.D. any obtained deposit of a submitted at the time of applying the B. (232) That B.C.C.W. If not be obtained and I.O.D. any obtained deposit of a submitted for refund within a pan od of fears from the date of its payment.

233) That the A.U.T. into prescribed proforms agreed to demolish the axcess area if constructed beyonder missible F.S. while not be submitted before asking for C.C.

34) That Rovised R.C.C. sawking drawings, designed calculations will not be submitted through Licenced tructural Embers.

235) That the Undertaking shall not be submitted posed local and difference in promium paid and calculated as per rovited posed local and difference not be submitted.

236) That the existing structure proposed to demolished will not be submitted demolished or necessary phase programme with fearent will not be submitted and got approved before C.C.

Notes:1) That the work should notbe startedniess objections A to J,L,H,

N, S,T,U,X,233,235,35 are complicient.

2) That the C.C. will notbe issued uniss N,O.C. from (i)A,A,&;C.K/west,

(ii) Civil Aviation, (iii) H, E., (iv) B.S.E.S. are obtained and

conditions

sk/26.6.95..

H. de de sont.

M. RA

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

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT,

No.CE/5290/B\$U/WS/ATI/AK of COMMENCEMENT CERTIFICATE

Ex. Engineer flidg. Proposal [W.S.] H and M. 12 rds Hunicipal Office R. R. Rother Harge Bandra (West), Numbai-400 050,

THIS LOUIS CO. As It said strapped to the provision of Orban Land railing and Regulation Act. 1974

२००३

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

To the development work of Proposed Res 6189. CTS No. 1234, 1234, 1234 (1+04)

if at premises at Street Brand Road willinge Vile pare (west) Plot

F.P. No. 9 situated at Vile pare (west) Ward to Sent

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

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

7. The conditions of this certificate shall be binding not only on the applicant but on his beirs, executors, a sagmees, administrators and successors and every person deriving title through or under him.

The Munleipal Commissioner has appointed Shi S. V. JOSHI Authority nuder Section 45 of the mid Act.

This CC is valid upto 5 JUN 1997

This Commissioner confidence is to corrying and the work upto/Hor. Still theight ine. 8'6" A.G.L. (Phane 2)

MAINNIRWIME OPZZ

PEAN-TILLY ICC. (LGG./R.C.C.

For and on behalf of Lycal At The Municipal Corporation of Oreater Mambel

Ucatora Saha,)"H&K/Won Styllaha Praposid (Western Suha,)"H&K/Wels

FOR

MUNICIPAL COLPORATION FOR GREATER MUMBA

Valid up to 5/6/2001

1 1 MAY 2001

993-1/ 2003

Final C. C. is row extended mendore

for top of business above A.G.L. an par approved

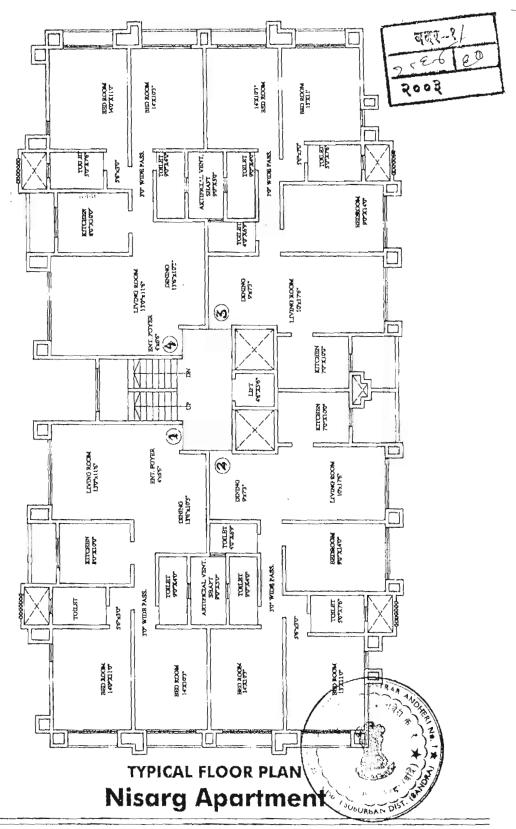
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Assur Engr. B. P. (WS), KANVICS)

TRI E COPY CERTIFIED BY







PURCHASER'S SIGNATURE

POWERA KANDA

BUILDER'S SIGNATURE

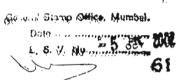
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FOR DARSHAN BUILDERS & DEVELOPERS

FLOOR: 184

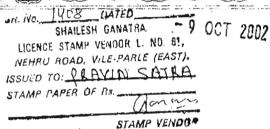
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SERI-V. N. Malana Froper Officer

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#### POWER OF ATTORNEY

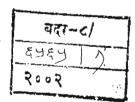
TO ALL TO WHOM these presents shall come, I, MR.

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 lawfur 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 units and premises of various natures, that may be necessary or proper to be enter into, made, signed, executed, delivered in which I am or may be party or in any way interested.

13

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

e wy

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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 LOO 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 NOVEMBER: 2002

SIGNED AND DELIVERED

by the withinnamed EXECUTANT )

Alegin allow sure

MR. PRAVIN VIRAM SATRA

in the presence of

Doubs Par.

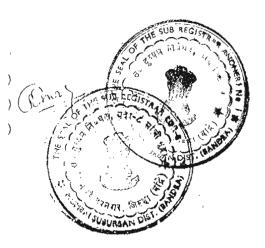
SIGNED AND DELIVERED

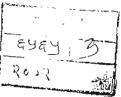
by the withinnamed Attorney

ASHOK MOHANLAL RAJGOR

in the presence of

PRAKASA. PA;







# बदर--१/

## 

14/11/2002

दस्त गोषवारा भाग-1

1:24:47 pm

दरत क्रमांक :

6565/2002

दरताचा प्रकार : Execution of Power

अनु क पक्षकाराचे नाव

पक्षकाराचा प्रकार

छायाचित्र

वांचल खंशम श्राचा

Executor

ं. मोती निवास , श्रव्यानय चोड चिलेपाले पू मु 57. सही 🗢 🕮 जीर-



प्रशाक मोधनतील राजगोर

Executant

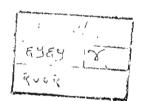
8 रागाट संस्मा . सहार रोड चकाला अधेरी पू मु 99.सही. ₫**₽** 2⁻













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दस्त व [ १९२८-६५०५-२००२] ना गोषवास पावती क्र. 4565 तलार करा । भोनद म ० भएटोडी प्**द्रांक शुरक** । १०० पायतीचे चणक भाव प्रविभागिका । १ व वरत जन कलाचा दिनांक 14/11/2002 01:21 PM निष्पादशस दिनाक 14/11/2002 शृद्धाई । व 20 दरसाता : 5ार /) गृह्यत्यारीयी तांगलबजावणी म्हणून नेमणुक (3ii. 11(2<sub>j</sub>). शिक्का ... ा नी गेल : (सादरीकाण) 14/11/2002 01:21 PM रुजवात (ज. 12 भवका त र नी वंळ : (फी) " 14/11/2002 01:24 PM एकत्रितः फी ोग - हा क्र. . ती वेळ : (क्ष्युर्ली) 14/11/2002 01:24 नी रिक्का हा र नी वेळ : (अंक्षरव) 14/11/2002 01:24 नी 12() एकूण वार वाद केल्याचा दिनाक - 14/11/2002 01:25 PM दु निबधकाची (सही) ारतएंगज काम देणार तथाकशीत [मखत्यारीची अमलबजावणी म्हणून नेमणुक] दरतऐवज करून दिल्यास क्रमूल करलाए **श**ध हुए। भू जिसेशक वक् मुंबई उपन तर जिल्ला हुवी (वाहे) आर्थिक इंग्रेस्ट असे निवदीत करतात की, ते दस्तरेवज करून देणा-याना व्यक्तीशः ओळखरात, य ਜ਼ਰੀ ਭਾਵਨਾ ਪਟਰਿਗਰ ा, प्रकाश राम एच 1 रिझवी पार्क, सांताकृश व मु 54 वव 25 Brake, R , शब्द सावतः वरीलप्रमाणे. 8484

सार उर्पम निरंधक वन्र-द, मुंबई वन्ना दुंबई (बार्ड्र)

त् निवधकाची श्रीह

मताधित करण्यात येते की, या बस्तामध्ये प्राचना पाने आहेत.

सहा जिल्ला प्रवर-८,

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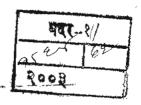
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<sup>°</sup> दिनांक 14/11/2002

विलेपार्ले गावाचे नाव

वदर8 - 06565 - 2002

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मुखत्यारीची अंगहात्रजातणी व्हणून नेगणूक .

सादर करणाराचे नाव

प्रविण विराम सन्न।

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#### दस्त गोषवारा भाग - 2

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निष्मादनाचा दिनांक : 24/03/2003

दस्त हजर फरणा वाची राही:

Paresh KAN

देश्ताचा प्रकार :25) करारनामा

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१३८० :नक्कल (अ. ११(१)), पृष्टांकनादी

नक्कल (आ. 11(2)),

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एकत्रित की

२१३८०: एकूण

दु. निर्वसकायी सही, अंधेरी । (बाद्रा)

खालील इसम असे निवेदीत करतात की, वे दस्तऐवज करून देणा-थाना व्यक्तीशः ओळखतात.

व त्याची ओळख पटवितास.

1) अरविद ' कारीया , छर/फलॅट नं

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2) ਕਾਰਤੀ ਸਿਰਕੀਸ਼ ਬਦ/फ्लॅट ਜ

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घेठ/वसाहत: शहर/गाव:काविवली

तालुका: षिनः ६४

दु. निवसकाची सही

अंधेरी । (गंद्रा)



बदर--१/

प्रसाणित करजेत येते की, या वस्तामध्ये पक्षुग...ह.....पाने आहेत.

> सहः दुरंगम निर्वधक, अंधेरी-क- १, ्रवर्ष **उपनगर जिन्हा**.

बद्र--१ १८०४/२००३.

पुस्तक क्रमां ः १, क्रमांक वर

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सह युध्यम निश्चिक, संवैरी-क. र, मंगई उपसगर जिस्हा.





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	Name of the Applicant:	Rajkumar Rammilan Mishra
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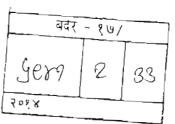
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# महाराष्ट्र शासन - नोंदणी व मुद्रांक विमाग मुत्यांकन अहवाल सन<u>ः201</u>4

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2.सादरकर्त्यांचे नाव :-	
2.सादरकर्त्यांचे नाव :- अनुन्धेद क्रमांक (१५) कि रेन्या अनुन्	
4.गावाये नाथ -	
5.नगरभुनापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- : <u>१०३५ (१)</u>	
6. मूल्य दरियभाग (झोन्) :- <u> 37</u> उपविमाग <u>। 89</u>	
7.मिळकतीचा प्रकार :- खुली जमीन <b>निकासी</b> कार्यालय <b>दुका</b> न औदयोगि	क
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8.दस्तात नगुद केलेल्या मिळकतीचे क्षेत्रफळ : <u>92.11</u> , क्रास्पेट 7 बिल्ट अर्प चौ.मीटर / फूट	-
9. कारपार्किंग : गच्ची : पोटमाळा :	
10.भजला क्रमांक : 12 उदबाहन सुविधा आहे / चाडी	<del></del>
11. धार्धकाम वर्ष:- २००२ मसारा:- २०'/-	4/3/
12.बांघकारगांच' प्रकार :- आन्द्रअस्सी / इतर पक्के / अर्थे पक्के / कब्बे 🔻 🔨	a 331
13.बाजारमुल्यदर तञ्त्यातील मार्गदर्शक मुचना क्र.: ज्यान्वयं दिलेली घट वाढ	
14.भाडेकरु व्याप्त मिळकत असल्यास :-1.त्याच्या ताय्यातील क्षेत्र(जुने क्षेत्र) :-	
2.नवीन इमारतीत दिलेले क्षेत्र :-	<u></u>
3.भाडयाची रक्कम :-	
15.लिक् ॲन्ड लायसन्सचा दस्त :-1.प्रतिमाह भाडे रक्कम :-	
निवासी/अनिवासी 2 अनामत रवकम / आगावू माडे :-	
3.कालायधी :-	
16.निर्धारीत केलेले बाजारमूल्य :-	
17.दस्तामध्ये दर्शयिलेली मोबदला :-	
18.देय मुद्रांक शुल्क:- 5,85,000 भरतेले मुद्रांक शुल्क:- 5,85,000 र 19.देव नोंदणी फी:- 30, वं वि	
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#### धोषणापत्र/शफ्थपत्र

खातील सही करणार असे घोनीत केरेतों की, सदर नोंदणीचा दस्त गोंदविण्यापूर्वी आमची जबाबदारी नुसार आम्ही दस्तातील गिळकतीचे यालक/वारस/हरक हितसंबंधीत व्यक्ती थांची मालकी (Title) तसेव मिळकतीचे मालकाने नेमून दिलेल्झ कुलमुखल्यारचारक (P.A. Holders) लिहून देणार हे हथात आहेत व कुलमुखल्यारपत्र अदयापही रदद् झालेले नाही. आजही सदरचे मुखल्यारपत्र आस्थित्वात आहे, यांची आम्ही खात्री देत आहोत. तसेच मिळकतीचे इतर धक्क, कर्ज, बैंक लोजे, विकसन बोजे व मुखल्यारघारकांनी केलेले व्यवहाराच्या अधिन राहून आम्ही आमचा आर्थिक व्यवहार पूर्ण केला आहे.

त्यामुळे नोंदणीसाठी सादर कंलेल्या दस्तऐवजामधील मिळकत ही फसवणुकीव्यारे दुदार विक्री होत नाही. याचा आमही अमिलेख शोध चेतलेला आहे. चस्तातील लिहुन देणाचंमुखत्यारधारक हे खरे असून याची आमही स्वतः खात्री करून या दस्तासोबत योन ओळखीचे इसम स्थासरीसाठी घेऊन आतो. पुर्ण व्यवहार करतेवेळी पुरावा कायदयानुसार दस्तावर साक्षीदार यांच्या स्वाध-या घेण्यात आल्या. तसेच या दस्तासोबत जोडण्यात आलेले पुरक कागदपत्रे हे खरे आहेत. तसेच मिळकतीचा हस्तांतरणावावत कोणत्याही मा. न्यायालयाची अथवा शासनाचा मनाई हुकूम नाही, याचीही स्वाधितेक अक्षेत्रे, यांच्या सिल्ह्यानसार आपल्या

रखाहीरदेत शक्तेत. याबाबी आमचे कायदेशीर सल्लागार/वकील यांना दाखवून त्यांच्या सल्ल्यानुसार आपल्या

कार्यालयात दरतऐवज नोंदणीचाठी सादर करण्यात येत आहे.

मळकतीची मार्छकी वपासणे/उरविणेसाठी सक्षम तलाठी व भूगी अमिलेख कार्यालय व मा. न्यायालय न निर्णयानुसार अधिकार आहेत. त्यामुळे नींदणी कायदा 1908 चे कलम 44 व वेळोवेळी मा. उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तामधील मिळकतीचे मालक/मुखत्याधारक, खरेपणा उरविणे व दस्तातील वेंचता तपासणे हे नींदणी अधिकारी यांची जबाबदारी नाटी यांची आग्रहास जाणीव आहे.

तरी मिळकतीतिस्वी सधा होत असलेली फसवणूक व त्या अनुषंगाने पोलिस चाँकीत वाखल होत असलेले गुन्हे हे माझ्या वस्तातील मिळकतीविषयी होणार नाही म्हणून आग्ही धोषणापत्र/शपथपत्र लिहून देत आहोत. मिथ्यात मी नोंदविण्यात आलेल्या व्यवहारात मुद्रांक कायदयानुसार मुद्रांक कमी लावल्यास अथया नोंवणी कायदयानुसार कोणताही कायदेशिर प्रथन उदमवल्यास मी स्वतः व त्यातील सर्व निष्पादक जबाबदार राहणार आहोत. ससेच भा.द. संहिता 1860 मधील नमुद असलेल्या शिक्षेस पात्र राहणार आहोत,याची मला/आम्हाला पूर्ण जाणीय आहे. त्यामुळे हे घोषणापत्र /शपथपत्र दस्ताचा माग म्हणून जोडत आहोत.

CONTINUES AND STATE OF THE STAT

Parce L Kariya

1) Parce L Kariya

2) Parce L Kariya

1) Parce L Kariya

1) Parce L Kariya





THIS DEED OF GIFT is made at Mumbai this 24 day of June, 2014 between PARESH M KARIYA HUF of 104, NISARG APARTMENT, BESANT ROAD, VILE PARLE (WEST), MUMBAI - 400 056 along with its coparcener's/members;

- 01. Paresh M Kariya (Karta), residing at 902 /903, Plot 31-32, Veejays Niwas, Gulmohar Road, J.V.P.D. Scheme, Andheri (West), Mumbai - 400 058.
- 02. Sadhana P Kariya, residing at 902 /903, Plot 31-32, Veejays Niwas, Gulmohar Road, J.V.P.D. Scheme, Andheri (West), Mumbai - 400 058.
- 03. Janee P Kariya, residing at 902 /903, Plot 31-32, Veejays Niwas, Gulmohar Road, J.V.P.D. Scheme, Andheri (West), Mumbai - 400 058.

04. Krish P Kariya, residing at 902 /903, Plot 31-32, Veejays Niwas, Gulmohar Road, J.V.P.D. Scheme, Andheri (West), Mumbai - 400 058. बदर - १७/

together hereinafter referred to as 'THE DONOR' of the One Par

₹08X

AND

MRS. SADHANA P KARIYA of 901, PLOT 31-32, VEEJAYS NIWAS, GULMOHAR ROAD, J.V.P.D. SCHEME, ANDHERI (WEST), MUMBAI - 400 058 hereinafter referred to as "THE DONEE', of the other Part

WHEREAS the "DONOR" has acquired the said premises from M/s. Darshan Builders & Developers through an Agreement of Sale dated 24th day of March, 2003 vide registration no. BDR1/1864/2003

WHEREAS the "DONOR" is in possession of the said premises at Flat No. 104, 1st Floor, Nisarg Apartment, Besant Road, Vile Parle (West), Mumbai particularly described in the Schedule hereunder written

#### AND

WHEREAS the "DONEE" is related to the "DONOR" as COPARCEN

#### AND

WHEREAS the "DONOR" desires to grant the said property to the "DONEE" as gift in consideration of natural love and affection as hereinafter mentioned.

#### AND

WHEREAS the "DONEE" has agreed to accept the gift as is evidenced by his executing thesepresents.

1 of 4 5//.

NOW THIS DEED WITNESSETH that the 'DONOR' without any monetary consideration and in consideration of natural love and affection, which the 'DONOR' bears to the 'DONEE', do hereby grant and transfer by way of gift the said property and more particularly described in the schedule hereunder written together with all & singular the buildings & structures thereon and all the things permanently attached thereto or standing thereon & all the liberties, privileges casements & advantages appurtenant thereto and all the estate, right, title, interest use, inheritance, possession benefit, claims & demand whatsoever of the 'DONOR' To Have & To Hold the same unto and to the use of the 'DONEE' absolutely but slibect to the payment of all taxes, rates, assessments, dues and duties now and hereafter chargeable thereon to the Government or Municipality or other Local Authority.

AND the 'DONOR' hereby covenants with the 'DONEE';

- a) That the 'DONOR' now has in himself, good right, full power and absolute authority to grant the said piece of land and other the premises hereby granted as gift in the manner aforesaid.
- b) The 'DONEE' may at all times hereafter peaceably and quietly enter upon have occupy, possess and enjoy the said premises and receive the rents, issues, and profits and rents thereof and every part thereof to and for his own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the 'DONOR' or his heirs, executors, administrators and assigns or any person or persons lawfully claiming or to claim by, from, under or in trust for the 'DONOR'.

The points fraga all times hereafter be able to sell/transfer or pledge/mortgage or real the said property to any person/institution and 'DONOR' doesn't have any appearance of the property of the said property to any person/institution and 'DONOR' doesn't have any

re free & clear and freely & clearly and absolutely and forever relative process. The process of the process of

e) AND FURTHER that the 'DONOR' and all persons having or lawfully claiming any estate or Interest whatsoever to the said land and premises or any part thereof from under or in trust for the 'DONOR' or his heirs, executors, administrators and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the 'DONEE' do and execute or cause to be done and executed all such further and

A 2014

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other acts, deeds, things, conveyances and assurances in law whatsoever for better and more perfectly assuring the said land and premises and every part thereof unto and to the use of the 'DONEE' in the manner aforesaid as by the 'DONEE', his heirs, executors, administrators and assigns or counsel in law shall be reasonably required.

Further to the above the **member's/coparcener's** of **PARESH KARIYA HUF** i.e. Mr. Paresh M Kariya, Mrs. Sadhana P Kariya, Jainee P Kariya & Krish P Kariya states that they don't have any objection hitherto for the said property as mentioned above.

86/

#### SCHEDULE OF PROPERTY

FLAT NO. 104, 1<sup>ST</sup> FLOOR, NISARG APARTMENT, BESANT ROAD, VILE PARLE (WEST), MUMBAI – 400 056.

THE AREA OF FLAT PREMISES IS 826 SQ. FT. CARPET BEARING CTS NO. 1234, 1234/1 TO 4 & VILLAGE VILE - PARLE (WEST). THE YEAR OF OCCUPATION OF THE SAID PREMISES IS 2002.

IN WITNESS WHEREOF the 'DONOR' as well as the 'DONEE' (by way of acceptance of the said gift) has put their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO Signed and Delivered By the within named 'DONOR'

01. PARESH MULJI KARIYA HUF )

Paresh Kariya HUF |

Paresh Kariya |

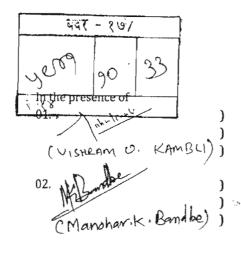
Paresh Kariya |

O2. SADHANA P KARIYA |

03. JAJNEE P KARIYA |

O4. KRISH P KARIYA |

3 of 4



Signed by within named 'DONEE' )
SADHANA P KARIYA )

In the presence of

(Visheam Kamsu)

c Manahar, K. Bondbe

\* my





SUB-REGISTRAP AND REPLIED TO THE STATE OF TH

#### NISARG CO OP HOUSING SOCIETY LTD

Reg. No. BOM/WKW/WEST/HSG/(TC)/ 12795 2004 -2005 ANNIE BESANT ROAD, VILE PARLE (W), MUMBAI - 400 053

#### TO WHOM SO EVER IT MAY CONCERN

#### NO OBJECTION CERTIFICATE

This is to certify that, Paresh M Kariya HUF - Flat No. 104, is a Bonafied Member of the said society. The Said building constructed in the year 2002 and has Stilt + four Upper floor with Lift and is situated in "K" west Ward. The Area of the said Flat is admeasuring 826 sq.ft. carpet area, situated at village- Vile Parle (West), Taluka Andheri, bearing C.T.S. No.1234, 1234/1 to 4 in registration district and sub district of Mumbai City and Mumbai suburban.

We have no objection towards the transfer of above referred flat to Mrs. Sadhana Paresh Kariya.

The Certificate is issued as per the request of Mr. Paresh M Kariya,

Karta of Paresh M Kariya HUF.

This is Certifying accordingly.

Thanking you,

Yours Faithfully,

For Nisarg Co operative Housing Society Ltd.

For **Nisery** Co-ap. Hsg. §

Secretary / Chairmen Date: June 25, 2014

Place: Mumbai



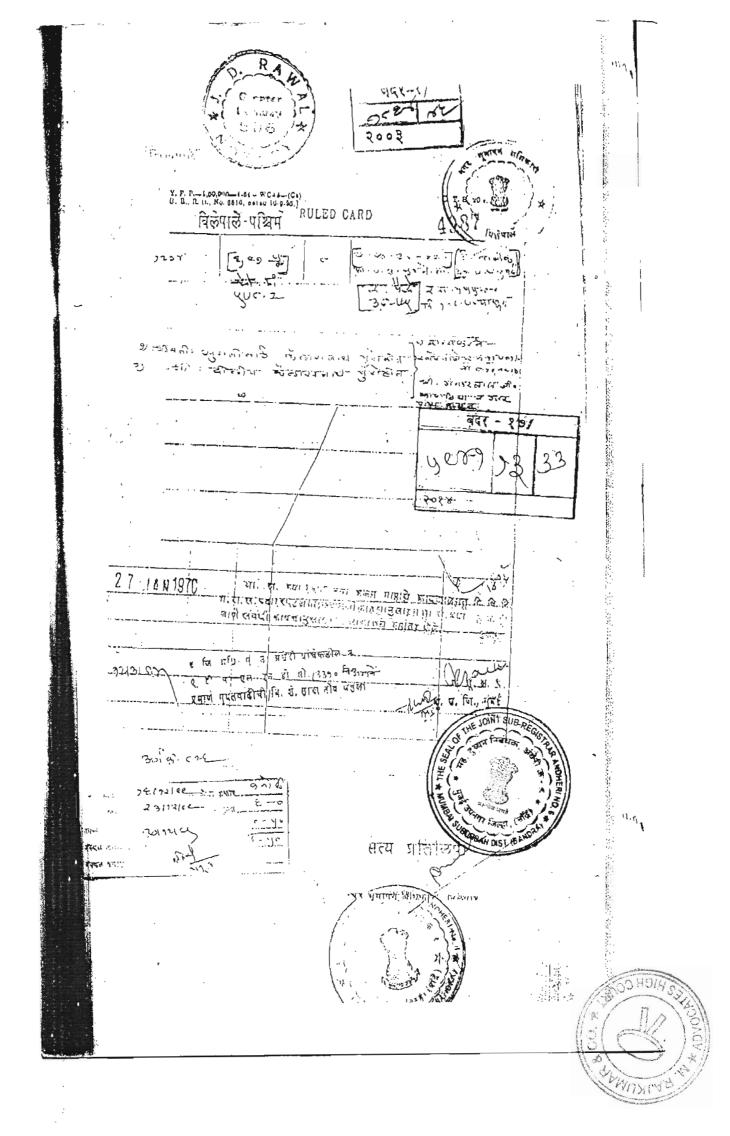
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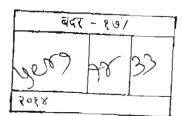
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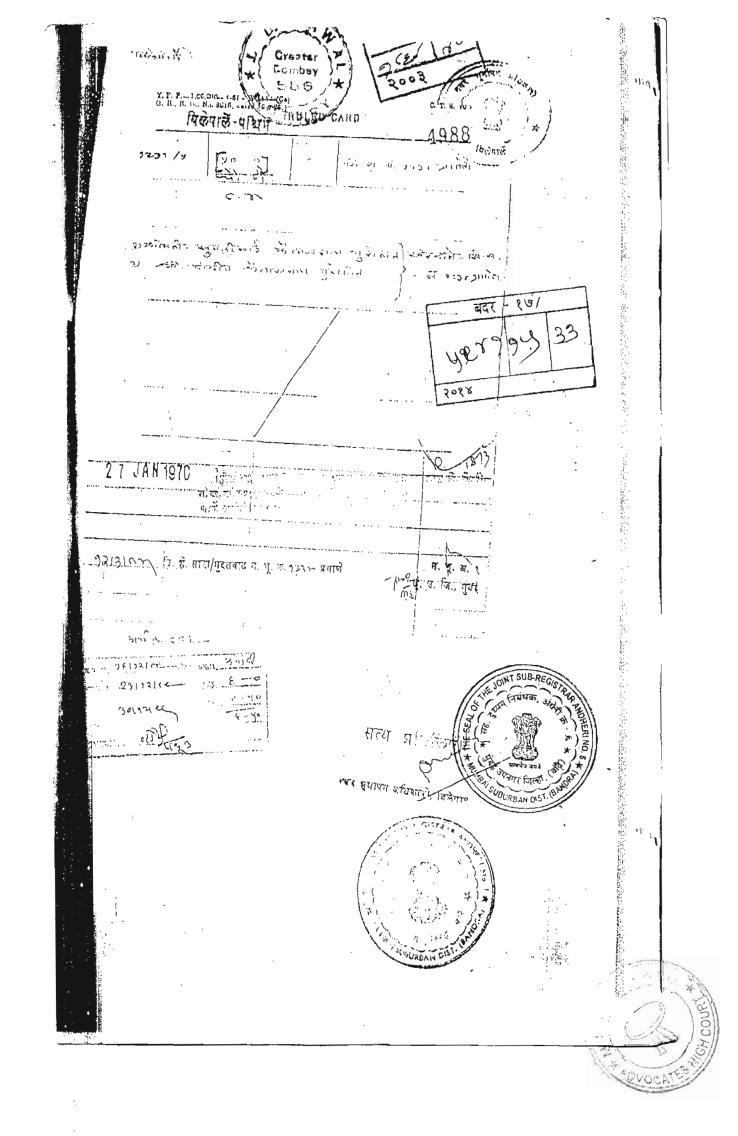
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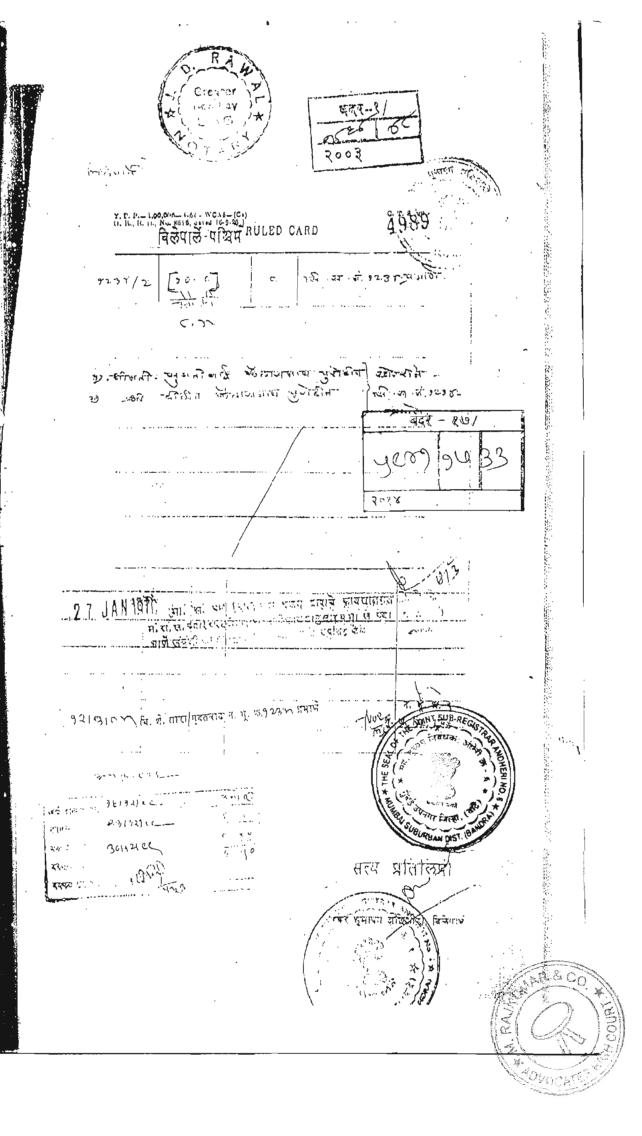


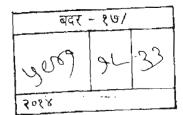




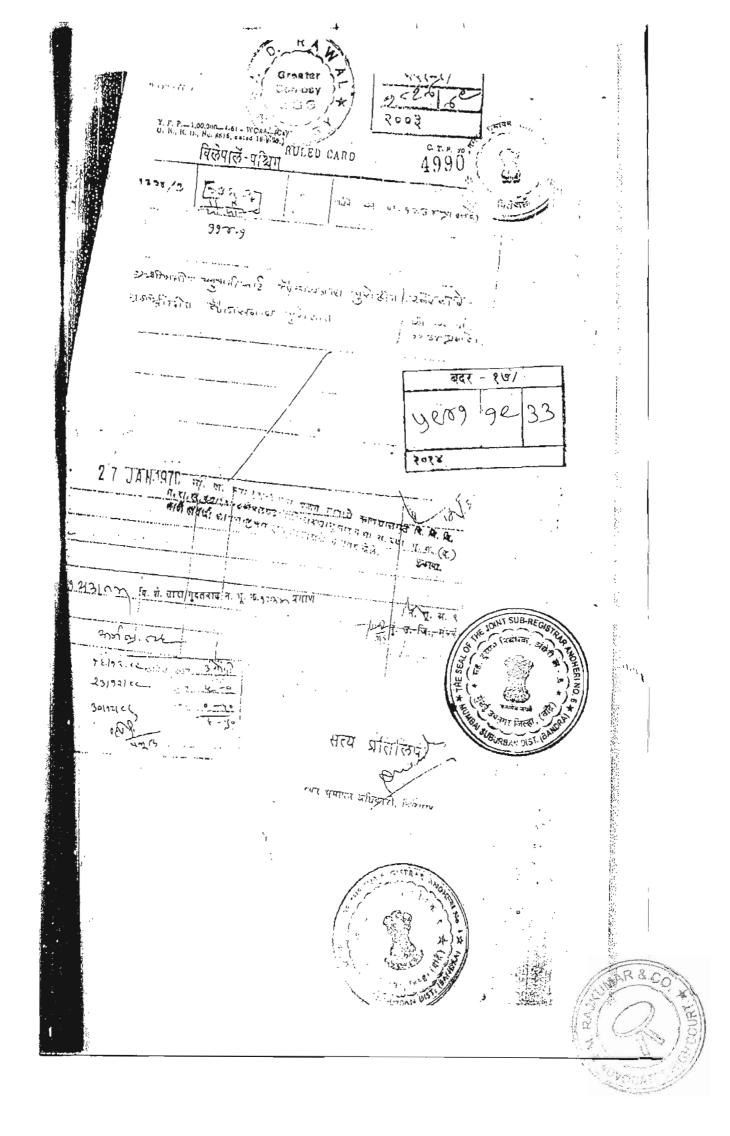






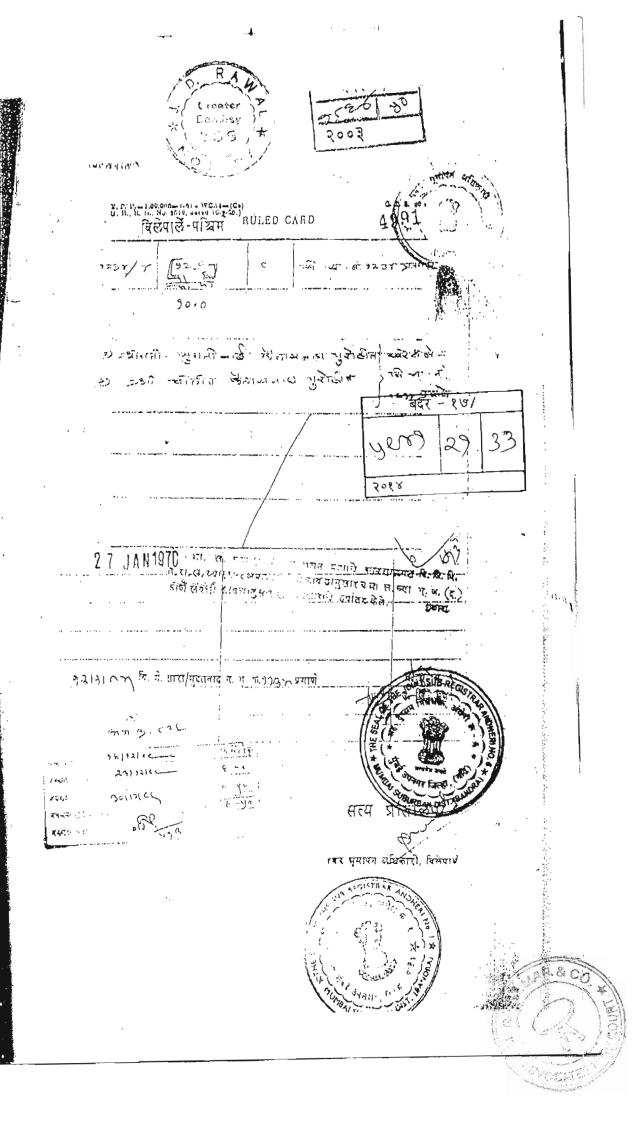






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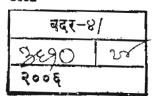
## MUNICIPAL CORPORATION OF GREATER MUMBAI

ND.CE/5590/WS/AK of

₹7 OCT 2002

## PART OCCUPANCY CERTIFICATE

Shri.Pravan Satra, Owner, 8/A, Nand Pres Shypping Centre, Nebru Road, Vileparle (East), Mambai-400057.



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 (West) situated at Anne Beant Road, of Village Vileparle (West) Mumbal completed under the super-vision of Shri. Kinner Nayak Licensed Architect/ License No.CA/94/13298 may be orcupied on the following conditions :-

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

2) That all the conditions of 1.0.D. shall with for the remaining work.

for the remaining work.

3) That the lift will not be operated without obtain ing Lift Inspector g certificate

Note: Please also note that if any of the user partioned in the approved plans are found changed without prior permission from the Municapal Corporation of Greater Bombay, this vocumpation oft. granted to your premises will be treated as concelled and steps will be taken to but off the water con nection granted to your premises.

A set it is lifted completion plan is attached berewith.

Yours faithfully,

Executive Engineer, (Bldg Proposals).

Western Subs. K/W & D. Ward.

F:\WS\YKS\OCC\5590AK

2772002



CERTIFIED TRUE COPY

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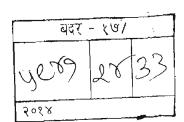
ASHISH SOLANKI (G. D. Arch. - CA / 26252 / 2000)



· Kanchan.h.me









दुय्यम निबंधकः अधेरी । (बांद्रा)

वस्तक्रमांक य वर्ष: 1864/2003

Friday, June 27, 2014

सूची क्र. दोन INDEX NO. II

ਜੀਰਾਸੀ 63 ਬ Regn. 63 m.e.

10:34:48 AM

विलेपार्ले

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजाएभाव (भाडेफ्टटचाच्या बायतीत पटटाकार आकारणी देतो की पटटेबार ते नमूद करादे) मोबदला रू. 2,300,000.00

गावाचे नाव :

बा.भा रू 4,605,500.00

(अंशल्यास)

(2) भू-भापन, पोटहिस्सा व घरक्रमांक (1) सिटिएस क्र. 1234 वर्गन: विभागाचे नाव - विलेपार्ले पश्चिम ( अर्धरी ), उपविभागाचे नाव -37/189 - मुमाग उत्तरेस गावाची हद, पूर्वेस रेल्वे लाईन, दक्षिणेस वॉर्ड हद व पश्चिमेस स्वामी विशेकामद रोड सदर मिळकत सि टी एस नबर - 1234 मध्ये आहे सदनिका नं. 104 पहिला मजला निसर्ग अपार्ट

(1)बांधीय मिळकतीचे क्षेत्रफळ 92 11 ची.मी. आहे.

(3)<del>भोत्र</del>फळ

(4) आकारणी किंवा जुडी वेण्यात असेल

(5) दस्तऐवज करून वेण्या-या

तेव्हा (1)-

विदाणी न्यायालयाचा हुकुमनामा

(\*) अशोक - राजग़ौर मुखत्यार पविण विराम सन्ना भागीदार दर्शन डेव्ह व बिल्डर्स तर्फ , **पक्षकाराचे व संपूर्ण पता नाव किंवा** घर/क्वेंट न --, गल्ली/एस्तः -, ईमारतीचे नावः नदग्रेम शाँपीग संटर , ईमारङ नः -\*, पेट/बसाइत - , शहर/गाय विलेपार्ल , तालुंका \* भन 57 पॅन नम्बर - .

किंवा आवेश असल्यास, प्रतियादीचे नाव व संपूर्ण फ्ता (6) वस्तऐयज करून घेण्या-या विवाणी न्यायालयाचा हुकुमनामा - ',विन ४९, पॅन नम्बर्र, ः,

वस्तपेयज करून घेण्याऱ्या /(1) परेश मुलजी कारीया एव यु एफ . घर/फ्लॅट न 13, गल्ली/रस्ता गुलगीहर कॉस रोड फक्रकाराचे नाव व संपूर्ण पता किंवा न 12 , ईमारतीचे नावः काजीयावाढ ; ईमारत न - , पेट/वसाहत - , शहर/गाव जुहू , तालुका

किंदा आवेश असल्यास, यादीचे नारा व संपूर्ण फता

(7) विनांक नॉंदणीचा

करून विल्याचा 24/0?/2003 26/03/2303

(8) (9) अनुक्रमांक, खंड व पृष्ठ

1864 /2003

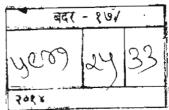
(10) बाजाएभावाप्रमाणे मुद्रांक शुल्क

₹-327190.00

(11) बाजाएभावाप्रमाणे नोंवणी शुल्क

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(12) शेरा



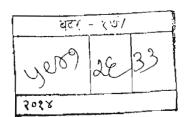


Designed & developed by C-DAC, Pune

Page 1 of 1

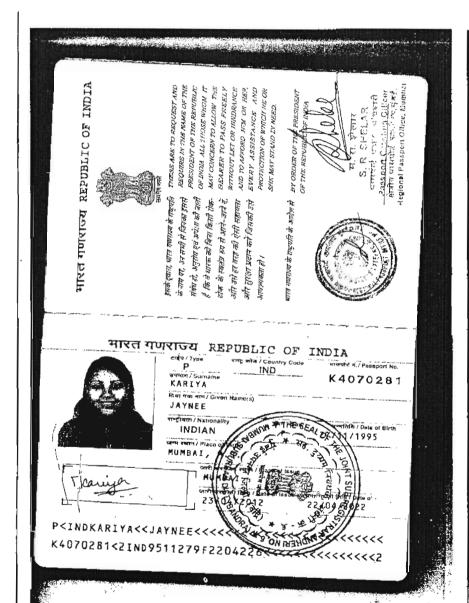
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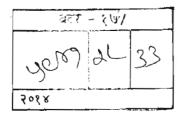




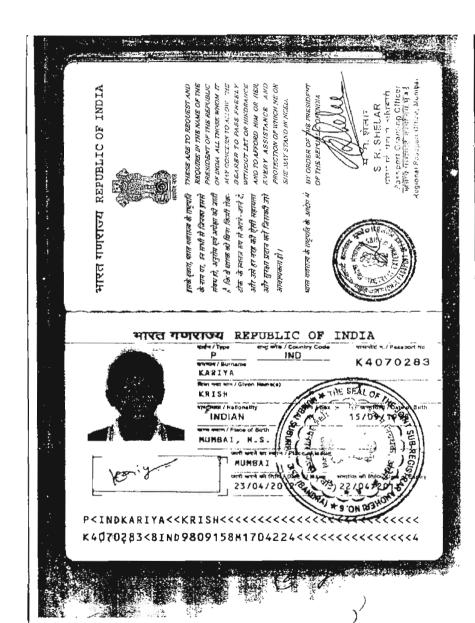


- OLD PPT CLD & RETURNED 80M292323812 Anter 4, Fills No. IASMUM 12/05/2007 euesi to sould bins atsid rithe JON facesard bid \ Fires are solds for fits thire share site, is in a baren fire. SCHEWE' AIFE PARLE-W, MUMBAI-49 MIMAS, GULMDHAR ROAG, 19PD :..; 901,902,903, 9TH FLR; VEELAYS #SentibA \ (P) KARITA SADHANA PARESH .:..: KARIYA PARESH MULJI related legal to said the tree of February Regard Cuardian पाएगरी हुए ही जाने जोती हो जाने अच्चा जन्ह हो जाने पर जानकी मुख्य पातन में हबते जिल्ल्या पानकोई औरफानी को अच्चा गाँह पातमहें पातन लिएन में है की जिल्ल्यान पालीन पिमाना जिल्ल्य और जानीच पुतिस को किच्चान दी जानी बाहिए। जिस्सून पूछाड़ के बाद हो इस्मीकेट पासमेंटे जारी किचा जाएगा। हिं कास द्वार हिंती भी देश से महान न देना आए। यह शहरनेट बाहक चा उसके द्वार अधिरा के रुक्ते ने हीन चाहिए। हाम्चे किसी भी प्रकार का से तबतन या किक्री LOSS, THEFF OR DESTRUCTION OF THIS PASSIORT SHOULD BE PRANCELLY RECORDED TO THE VEAREST PASSIONS THROUGHTY PAULON OR PETER BOLLDY IN A READAL FOF THE MARKET FOULAN HISSION/FOFT AND TO THE LOCAL POLLCE, CHIM AFTER EXEAURTIVE KNOUSHES SHALL A DUPLICARE PASSIORT BE ISSUED. REGISTRATION INDIAN CITIZENS RESIOENTARROAD ARE ADVISED TO ERCIST. THEMELVES AT THE NEAREST INDIAN MESSIONPOST.

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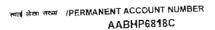


SOATE OF COURT \*

The state of the s शिला / क. हुनी अरोप-तवाच का नाम "Hame of Fother Laga: Guardian KARIYA PARESH MULJI WARD TOT PITT / Name of Mother KARIYA SADHANA PARESH प्रति का भरनी का तरन / Name of Spoule 901,902,903, 9TH FLR, VEEJAYS NIWAS, GULMOHAR ROAD, JVFD Q SCHEME, VILEPARLE-W, MUMBAI-49. पुराने पाराचीर का न आर इसके पार्श होने की दिक्कि एवं स्थान i Ohi Passayori No wi 04/07/2007 63918065 work # / File No - OLD PPT CLD & RETURNED BOMZ92323712

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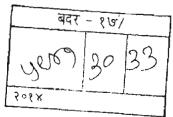
PARESH M. KARIYA

निगमन/स्वने की तिथि /DATE OF INCORPORATION/FORMATION 10-04-1995

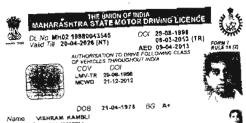
Alaret निदेशक (पर्ववि) DIRECTOR OF INCOME TAX (SYSYEMS)







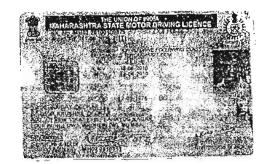




) vishram kambli Voʻluttam kambli Tenement mo abmiq, everest co op HSGs soc Lto ISWADI, JOGESHWARI (EAST

MAJASWADI, JOGESHWARI EAST MIJIMBAI PIN 400060 Signature & ID of Issuing Authority MH82 2013390

Signature/Thumb Impression of Holder



वुधवार.16 जुलै 2014 7:30 म.नं.

दस्त गोषवारा भाग-1

बदर17 दस्त क्रमांक: 5941/2014

बदर - १७/

दस्त क्रमांकः बदर17 /5941/2014

बाजार मुल्य. ४. १,16,87,000/- भोत्रदला: रु. 00/-

भरतेले मुद्राक शुल्कः रु.5,85,000/-

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मादरकरणाराचे नाव. साधना पी कारिया

पावनी दिनांक: 16/07/2014

अ. के. 5941 वर दि.16-07-2014

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दुम्यम् रनबधक, अधरा क्र. ६ मंबद्ध उपनगर जिल्हा, बाद्रा

दस्त क्षेत्रर करणाऱ्याची सही:

दस्ताचा प्रकारः विफट

मुद्रांक शल्क: (एक) कांणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोण्ड्याही कटक क्षेत्राच्या हदीत किंवा ७५-खड (दोन) मध्ये नमुद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क. 1 16 / 07 / 2014 07 : 25 : 51 PM ची वेळ: (सादरीकरण)

शिक्षा के 2 16 / 07 / 2014 07 : 28 : 32 PM ची वेळ: (फी)

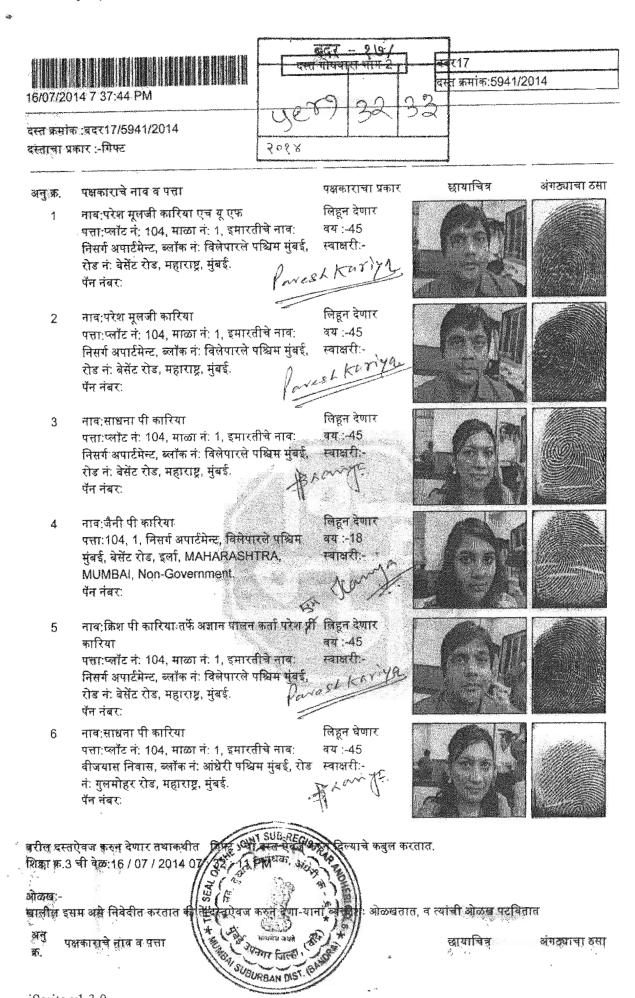
प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कावदा १९०८ अंतर्गत असलेल्या तरसुदीनुसारच नोंदणीत दाखल केलेला आहे. दस्तातील मजकूर, निम्पादक व्यक्ती, साबीदार व सीमत जोडलेल्या कागदपर्ऋची सत्मता तपासली आहे. दस्ताची सत्मता वैघता <mark>प्राची दस्त निप्सदक व कबुलीबारक जे संपुर्वपणे जबाबदार राहतील.</mark>

रितृपं भेषारे (दिशंकामहीत स्वासरी)

iSarita v1.3.0





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## Summary-2(दस्त गोषवारा भाग - २)

नाव:मनोहर बंडबे ... वय:50 पंता:2/5 सोमावर्टे चाळ मजास रोड जीगेश्वरी पू म् पिन कोई:400060



2 नाव:विश्राम कविळे.. वय:38 पत्ता:48/410 एव्हरेस्ट महाकाली अंधेरी पू मु पिन कोड:400093



शिक्का क्र.4 ची वेळ: 16 / 07 / 2014 07 : 35 : 40 PM

र्ज्यनगर जिल्हा, हान्य ayment Details.

**Epayment Number** Sr.

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> दुय्यम् निबंधक, अंधेरी क्र. ६ मुंबई उपनगर जिल्हा

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5941 /2014

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