

Hiranandani

OCTAVIUS -
AGREEMENT FOR SALE

FLAT NO. 1004 / A



Friday, December 01, 2006

1:56:40 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती :

पावती क्र. : 9747

गावाचे नाव पवई

दिनांक 01/12/2006

दस्तऐवजाचा अनुक्रमांक

चंद्र 13 09728 2006

दस्ता ऐवजाचा प्रकार

करारनामा

DELIVERED

सादर करणाराचे नाव: शोभा नारायण

नोंदणी फी

18800.00

नवकल (अ. 11(1)), पृष्ठांकनाची नवकल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (60)

1200.00

एकूण रु. 20000.00

आपणास हा दस्त अंदाजे 2:11PM द्या वेळेस सिलेल

दुर्घाम निंबधक
सह दु.नि.का-कुला 3

बाजार मुळ्य: 1633979 रु. मोबदला: 1392000 रु.
भरलेले मुद्रांक शुल्क: 76210 रु. सह दुर्घाम निंबधक कुली क्र. ३,

देयकाचा प्रकार: डीडी/घनाकर्षणारे;
देंकचे नाव व पत्ता: एचडीएफसी दैंक लि, मु 71;
डीडी/घनाकर्ष क्रमांक: 052841; रक्कम: 18800 रु.; दिनांक: 01/12/2006

DELIVERED

Shobha Narayam.

Rs 76210/-

ICICI Bank	
Customer Copy	
Deposit Br.	Date :
Powai	8/11/06
Pay to : ICICI Bank Ltd. A/C Stamp Duty	
Franking Value	Rs. 76210/-
Service Charges	Rs. 10/-
Total	Rs. 76220/-
Name of Stamp duty paying party :	
Shobha Nasayyan	
G. Shekhar	
<i>Received With Thanks Rs. 76210/- towards Payment of Stamp Duty</i>	
✓ DD / Cheque No. 007966 6/11/2006	
Drawn on Bank H D F C	
Fort Mumbai 23	
OCTAVIUS 1004	
(For Banks' Security)	
Tran ID	HDFC 1004 1004 1004
Franking Sr. No.	1004
Officer	
<p>The Seal of The Registrar Kurla Suburban Distt. (Mumbai)</p>	
<p>HDFC BANK LTD.</p>	

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made and entered into at Mumbai this

the 9th day of November

in the Christian Year Two thousand Six, by and BETWEEN

M/S. CRESCENDO ASSOCIATES, a partnership Firm registered under the

provisions of The Indian Partnership Act, 1932, and having its Registered Office

at 514 Dalmal Towers, Nariman Point, Mumbai - 400021, hereinafter called

"THE PROMOTORS" (Which expression shall, unless it be repugnant to the

context or meaning thereof mean and include, partner or partners of the said

firm, for time being, the Survivor or Survivors of them, and his/her/their

AMERICAN JOURNAL OF MEDICAL GENETICS

respective Heirs, Executors, Administrators or such Survivors, and his or her
but

assigns) of the ONE PART,

ГЛАВА 11
СИСТЕМЫ УПРАВЛЕНИЯ ПРОДУКТОМ

RAZ

TRA

10. The following table shows the number of hours worked by 1000 employees in a company.

10. The following table shows the number of hours worked by 1000 employees in a company.

10. *Leucosia* (Leucosia) *leucostoma* (Fabricius)

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AND

Mr./Mrs./M/s. Shobha Narayan + G. Shekhar

Indian inhabitant/s residing at/having office at _____

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

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WHEREAS :

(i) Prior to 28th January, 1984, One Mr. Chandrabhan Bhuramal Sharma (hereinafter referred to as "the said Original Owner") was absolutely seised and possessed of all those pieces or parcel of lands situate at Village Powai, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing C. T. S No. 20,21,22,29 & 30 (all parts) of Village Powai totally admeasuring about 1,51,315 Sq. Mtrs and particularly described Firstly in the First Schedule hereunder written (hereinafter referred to as "THE SAID LARGER LAND")

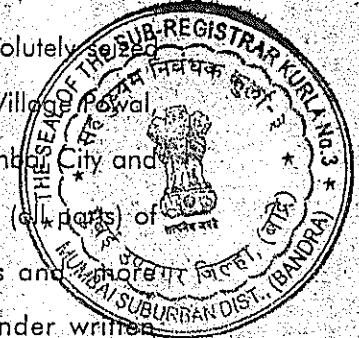
(ii) By an Agreement for Development-cum-Sale dated 28th January, 1984, the said Original Owner agreed to sell to the Promoters, the said larger land, for the consideration and on the terms and conditions therein mentioned.

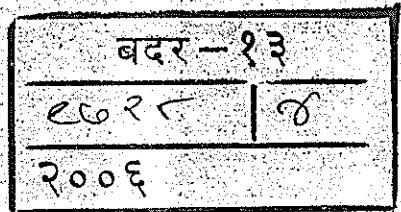
(iii) Pursuant to the aforesaid Agreement for Development-cum-sale dated 28th January, 1984, the said Original Owner executed a power of Attorney dated 28th January, 1984, in favour of the partner of the Promoters interalia appointing such partner as his attorney to do and carry out various acts, deeds, his attorney to do and carry out various acts, deeds, matters and things (for and on behalf of the said Original Owner) as contained therein.

(iv) Pursuant to the said Agreement for Development-cum-Sale dated 28th January, 1984, the said Original Owner placed the Promoters in possession of the said larger land with right to deal with develop and dispose of the same .

(v) The said larger land was subject to acquisition by the Bombay Metropolitan Regional Development Authority, an authority formed under

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B.M.R.D.A Act, 1974, (hereinafter referred to as "THE SAID AUTHORITY")
for Powai Area Development Scheme

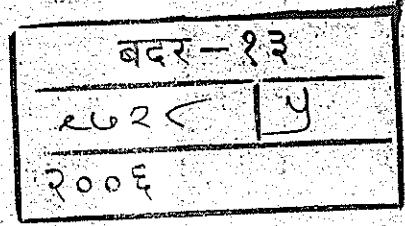
(vi) By a Tripartite Agreement dated 19th November, 1986 and made between the Governor of Maharashtra of the First Part, the said Authority of the Second Part and Harishchandra C. Sharma and others (including the said Original Owner) of the Third part, the State Government agreed to dispose of the said larger land in favour of the said Original Owner.

(vii) Pursuant to the said Tripartite Agreement dated 19th November, 1986 and Agreement to Lease was executed on 19th November, 1986, whereby the said Authority agreed to grant a lease in favour of the said Original Owner on the terms and conditions therein mentioned.

(viii) The said Original Owner executed declaration / writing dated 15th August, 1988, whereby he has confirmed having agreed to sell the said larger land to the Promoters.

(ix) Accordingly, the Promoters are entitled to develop the said larger land. The Promoters are developing a portion of the said larger land, as more particularly described Secondly in the First Schedule hereunder written (hereinafter referred as "The Said Property"). The IOD & CC have been issued by The Municipal Corporation of Greater Mumbai to the Promoters in respect of the proposed building to be known as Octavios and copies of the said IOD and work Commencement Certificate are annexed hereto and marked with "A" collectively.

(x) The title of the said Original Owner / the said Authority to the said larger land is certified by Mr. Suryakant Jadhav, Advocate as per his Certificate.



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of Title dated 4/12/2003, a copy of which is annexed hereto and marked with Letter "B".

(xi) The said Larger land stands in the revenue Records in the name of the said Original Owner / said Authority and a copy of relevant Property Register Card in respect of the said property is annexed hereto and marked with Letter "C".

(xii) The Promoters have agreed to sell and Purchaser has/have agreed to purchase Flat no. 1004 A on the 10th Floor of Building to be known as "OCTAVIUS" as shown on the typical floor plan attached herewith and marked with letter "D" in Hiranandani Gardens' Powai, being constructed on the said property (hereinafter referred to as "The Said Premises") for the consideration and on the terms and conditions hereinafter appearing.

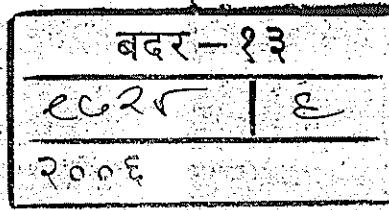
(xiii) The parties hereto are desirous of recording the terms and conditions which are finally agreed between them as hereinafter appearing.

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

1. The Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase the said Premises admeasuring 435 Sq. Fts. built-up area (which is inclusive of the area of the balcony) for the price of Rs. 1392000/-

(Rupees One Hundred Ninety Two Thousand Four hundred only) (including Rs. Nil. being the proportionate price of the common area and facilities appurtenant to the said premises as shown in the typical floor plan annexed herewith) agreed.

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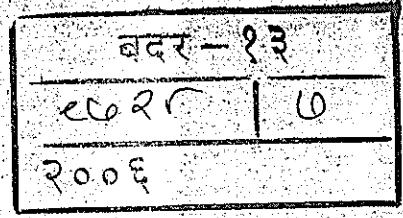
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and accepted by the Purchaser/s to be paid by the Promoters in the schedule of payment as mentions below.

- | | | |
|-----|---------------------|----------------------------|
| 1) | Rs. <u>25000/-</u> | Deposit Amount |
| 2) | Rs. _____ | On or before |
| 3) | Rs. <u>122000/-</u> | On completion of plinth |
| 4) | Rs. <u>36000/-</u> | On completion of 1st Slab |
| 5) | Rs. <u>36000/-</u> | On completion of 2nd Slab |
| 6) | Rs. <u>36000/-</u> | On completion of 3rd Slab |
| 7) | Rs. <u>36000/-</u> | On completion of 4th Slab |
| 8) | Rs. <u>36000/-</u> | On completion of 5th Slab |
| 9) | Rs. <u>36000/-</u> | On completion of 6th Slab |
| 10) | Rs. <u>36000/-</u> | On completion of 7th Slab |
| 11) | Rs. <u>36000/-</u> | On completion of 8th Slab |
| 12) | Rs. <u>36000/-</u> | On completion of 9th Slab |
| 13) | Rs. <u>36000/-</u> | On completion of 10th Slab |
| 14) | Rs. <u>36000/-</u> | On completion of 11th Slab |
| 15) | Rs. <u>36000/-</u> | On completion of 12th Slab |
| 16) | Rs. <u>36000/-</u> | On completion of 13th Slab |
| 17) | Rs. <u>36000/-</u> | On completion of 14th Slab |
| 18) | Rs. <u>36000/-</u> | On completion of 15th Slab |
| 19) | Rs. <u>36000/-</u> | On completion of 16th Slab |
| 20) | Rs. <u>36000/-</u> | On completion of 17th Slab |
| 21) | Rs. <u>36000/-</u> | On completion of 18th Slab |
| 22) | Rs. <u>36000/-</u> | On completion of 19th Slab |
| 23) | Rs. <u>36000/-</u> | On completion of 20th Slab |



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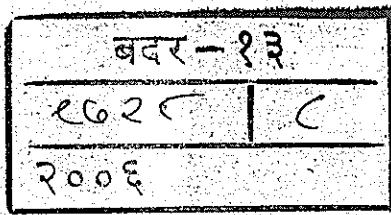


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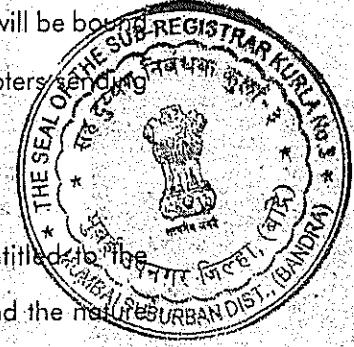
- 24) Rs. 36000/- On completion of 21th Slab
- 25) Rs. 36000/- On completion of 22nd Slab
- 26) Rs. 36000/- On completion of 23rd Slab
- 27) Rs. 36000/- On completion of 24th Slab
- 28) Rs. 36000/- On completion of 25th Slab
- 29) Rs. 36000/- On completion of 26th Slab
- 30) Rs. 36000/- On completion of 27th Slab
- 31) Rs. 36000/- On completion of 28th Slab
- 32) Rs. 36000/- On completion of 29th Slab
- 33) Rs. 36000/- On completion of 30th Slab
- 34) Rs. 36000/- On completion of 31th Slab
- 35) Rs. 36000/- On completion of 32nd Slab
- 36) Rs. 36000/- On completion of 33rd Slab
- 37) Rs. 36000/- On completion of 34th Slab
- 38) Rs. On completion of 35th Slab
- 39) Rs. On completion of 36th Slab
- 40) Rs. On completion of 37th Slab
- 41) Rs. 21000/- On possession being offered
- Rs. 1892000/- TOTAL



On possession of the said premises being offered by the Promoters to the Purchaser/s as Licensee pending execution of Deed of Lease or Assignment in favour of the Registered Co-operative Society, Limited Company or Condominium of Apartments and upon execution of such Lease and/or Deed of Assignment, such personal licence granted (to enter upon and enjoy the said premises) in favour of the Purchaser/s shall automatically become



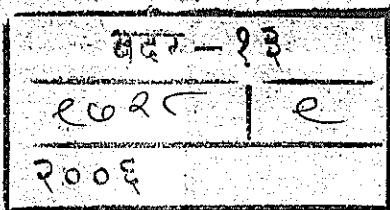
absolute possession of the Purchaser/s. The Promoters will forward to the Purchaser/s intimation of having carried out the aforesaid work at the address given by the Purchaser/s under this Agreement and the Purchaser will be bound to pay the amount of instalments within twenty one day of Promoter's sending intimation to the Purchaser/s at the said address.



2. It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities appurtenant to the said premises and the nature, extent and description of such common areas and facilities and the undivided interest which the Purchaser/s shall enjoy in the common areas and facilities appurtenant to the said premises sold for NIL Prise is set out in the Second Schedule hereunder written.

3. The Purchaser/s declares and confirms that he/she/they is/are aware that the said building is to be inter-connected building along with other buildings which are being constructed by the Promoters and/or the nominee or nominees of the Promoters.

4. The Purchaser/s doth hereby further declares and confirms that he/she/they has/have no right, title, claim or demand to the other interconnected or adjacent building or buildings to the said building and shall not object or dispute the right of the Promoters to rest connected and supported adjoining wing or wings of the other building or buildings and for purposes the Promoters shall at any time hereafter amend, modify, resubmit and/or change the approved plan of the said building and the Purchaser/s has/have expressly consented and approved. The right of the Purchaser/s under this agreement is restricted to the said premises only subject to due and mentioned herein by the Purchaser/s.



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5. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities appurtenant to the said Premises and the extent and nature and description of such limited common areas and facilities and the undivided interest which the Purchaser/s will enjoy in the limited common areas and facilities appurtenant to the said premises agreed to be sold is set out in the **Third Schedule** hereunder written.

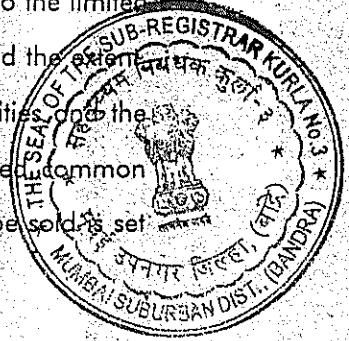
6. It is expressly agreed between the Promoters and the Purchaser/s that the said premises shall be utilized for residential purpose and for no other purpose or purposes whatsoever. The Purchaser/s agree not to change the user of the said premises without prior consent in writing of the Promoters. Any unauthorized change of user by the Purchaser/s shall render this Agreement voidable at the option of the Promoters and the Purchaser/s in that event shall not be entitled to any right whether arising out of this Agreement and/or otherwise howsoever.

7. It is expressly agreed that the said premises shall contain specifications, fixtures, fittings and amenities as set out in **Fourth Schedule** hereunder written and the Purchaser confirms that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said premises.

8. The promoters confirm that they are developing the said property in accordance with the sanctioned plans, subject to what is contained herein.

9. The Purchaser/s confirm that the Promoters have given full, free and complete inspection of documents of title in respect of the said property including the documents set out hereinabove and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and satisfying him/her/them selves about the aforesaid documents.

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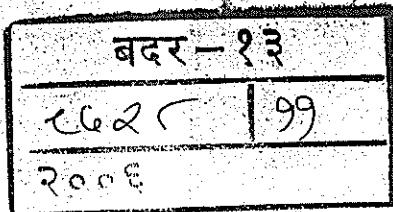


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10. The Purchaser/s confirms that the instalments payable by the Purchaser/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of instalments and in respect of all amounts payable under these presents by the Purchaser/s to the Promoters is of the essence of the Contract. If the Purchaser make delay or default in making payment of any of the instalments and/or any other amounts, then the Purchaser/s accept that the Promoters shall be entitled to interest at the rate of 18 percent per annum on all such amounts and instalments from the date, till receipt of full amounts together with interest thereon by the Promoters. And this rights of the Promoter is without prejudice to the Promoter's other rights in law and under these presents. It is further agreed that on the Purchaser/s committing default payment of either the instalments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) and/or commits breach of any of the terms of this agreement, the Promoters shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters after giving to Purchaser/s 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the term/s and condition/s on account of which the Promoters intend to terminate this Agreement and the Purchaser/s continues the default in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice by the Promoters. It is further agreed that upon termination of this Agreement as stated herein, the amount/s which the Purchaser/s may have till then paid to the Promoters shall stand forfeited and the Promoters shall be at liberty, without prejudice to their other rights, (including claim damages from the Purchaser/s) under this agreement and/or otherwise, the Promoter shall have full Power and absolute authority to sell

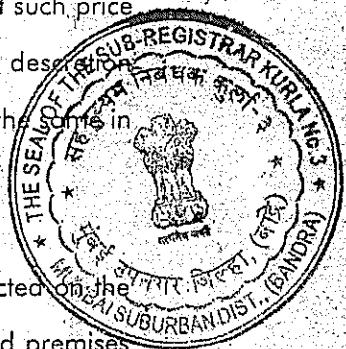
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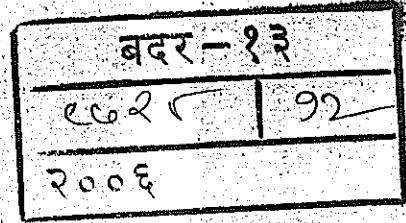


and dispose of the said premises to such person or persons and at such price and on such conditions as the Promoters may in their absolute discretion deem fit and proper the Purchaser/s shall have no right to dispute the same in any manner whatsoever.

11. The Promotes will sell the premises intended to be constructed on the said property with a view ultimately that the Purchaser/s of the said premises in the said Building shall be admited to a Co-operative Society or Limited Company or Condominium of Apartments of all such prospective purchasers (hereinafter referred to as "the said Organization") and upon the purchasers of all the premises in the said building paying in full, their respective dues, payable by them to the Promoters and complying with the terms and conditions of their respective Agreements with the Promoters, and only after the land cover under the Powai Area Development Scheme is fully developed, the Promoters shall cause Lease/Assignment of the said property to be executed in favour of the said Organization.

12. The Promoter shall endeavor to give the possession of the said premises around dt. June 2007 provided the Promoters have received the full purchase price of the said premises and all other amounts payable by the Purchaser/s to the Promoters under these presents and Provided the Construction of the said building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or any reason/s and/ or circumstance/s beyond the control of the Promoters has disturbed the construction schedule of the Promoters and there is no delay in issue of Occupation Certificate and/or Building Completion Certificate by the Mumbai Municipal Corporation and/



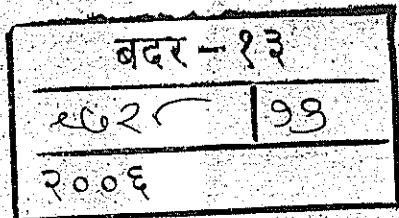


or Planning Authority and circumstances beyond the control of the Promoters.

13. Upon the Purchasers taking personal licence to use and occupy and/or possession of the said premises, whichever is earlier, he/she/they shall have no claim against the Promoters as regards the quality of the building material used for construction of the said premises or of the nature of construction of the said premises or otherwise howsoever, provided that if within a period of three years from the date of handing over the said premises to the Purchaser/s, the Purchaser/s bring to the notice of the Promoters any defect in the said premises or the building in which the said premises is situated or the material used therein, or any unauthorised change in the construction of the building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for the same. Provided however, it is agreed by the Purchaser/s that during such three year period, the Purchaser/s shall not make any change/s repairs/renewals etc., of any nature whatsoever. And the Purchaser/s shall maintain the said premises in the same state and condition in which it is handed over to the Purchaser/s.

14. The Purchaser/s hereby agree that in the event of any amount being levied by way of premium and/or security deposit and/or charges is/are payable to the Mumbai Municipal Corporation and/or State Government and/or to B.S.E.S. Limited and/or the said Authority whether by way of premium betterment charges and/or development tax and/or security deposit and/or charges for the purpose of giving water connection, drainage connection any electricity connection and/or other taxes and/or payments of any nature whatsoever becoming payable by the Promoters, the shall be paid by the Purchaser/s to the Promoters in proportion to the area of the said premises





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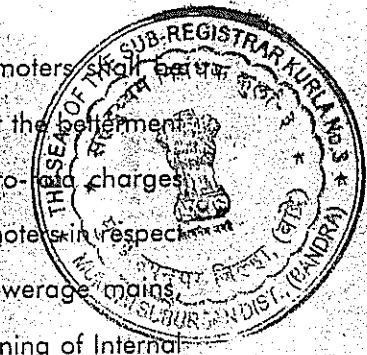
and in determining such amount, the discretion of the Promoters shall be final and conclusive and binding upon the Purchaser/s. It is agreed that the aforementioned charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric substation (if any) making and maintaining of internal Roads and access to the said property, drainage layout and all other facilities including providing for any transport facilities to the Purchasers of premises (if so desired by the Promoters) in the said Building and acquiring or having any buses or other vehicles in that behalf and maintenance, insurance and replacement of such bus or buses from time to time till the charge of the said building/property is handed over to the organization of all the Purchasers.

15. (a) The Purchaser/s shall at the time of delivery of the possession of and/or personal licence to use the said premises whichever is earlier, pay to the Promoters the following amounts :

- (i) Rs.100/- towards membership fees. (ii) Rs.250/- towards share money. (iii) Rs. 8000/- towards deposit/premium charges of electric, water and sewerage connection. (iv) Rs. 3000/- towards legal cost. (v) Rs.1250/- towards Society Registration Charges (vi) Rs. 72/- per Sq. Ft. of built-up area towards provisional outgoings for Municipal taxes, water bills, common electric bills, maintenance charges and other society expenses.

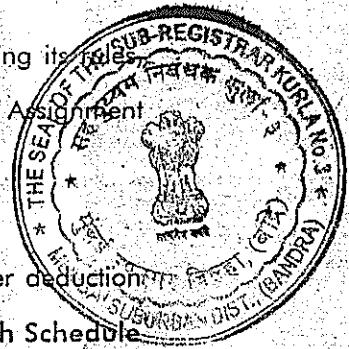
These aforesaid amounts are to be paid as "Security Deposit" and no interest will be payable thereon. The Promoters shall utilise the sum paid by the purchaser for meeting all legal costs, charges and expenses including professional cost of the Attorney at Law/Advocates of the Promoters in

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connection with the formation of the said Organization, preparing its rules, regulations and bye-laws and cost of preparing this Agreement and Assignment of Lease.

(b) The Balance of the aforesaid amount, if any, after deduction therefrom the arrears of taxes and expenses mentioned in the Fifth Schedule hereunder written and the expenses incurred in the formation of the said organization and legal expenses etc., will be transferred by the Promoters to the said organization when formed and after the said building/property is finally transferred to the said Organization. If, however, such organization is not formed, the said amount will be retained by the Promoters and the same will not be refunded to the Purchaser/s.

(c) Notwithstanding anything contained in this Agreement, the Purchaser/s hereby agrees to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal taxes, all other outgoings etc., in respect of the items specified in the Fifth Schedule hereunder written. Such share is to be determined by the Promoters having regard to the area of each Premises. The Purchaser/s will not be entitled to ask for adjustment of the deposit amount mentioned herein against the expeneses, Municipal taxes and outgoings.

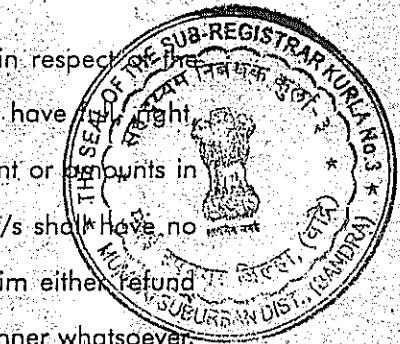
(d) The Purchaser shall pay the amount @ Rs. 50/- Sq. Ft. (built-up area) of the said premises to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc., and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoters may provide in the said Complex. It is clarified that the said amount to be calculated @ Rs. 50/- /- per Sq. Ft. (built-up area) is not by way to consideration for acquiring the said premises by the Purchasers but for

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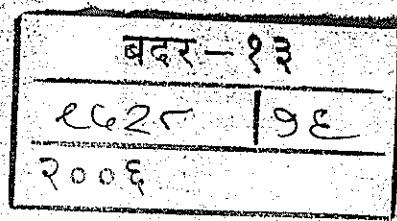


the purpose of lumpsum payment for future maintenance in respect of the aforesaid area. It is further agreed that the Promoters will have full right absolute authority and good power to invest the said amount or amounts in the manner deemed fit by the Promoters and the Purchaser/s shall have no right to the said amount and the Purchaser/s shall not claim either refund thereof or hold the Promoters liable in that behalf in any manner whatsoever.

It is agreed that the Promoters shall be entitled to utilise the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout rods, recreation area and repairs thereof including street lighting etc., It is also repeated and confirmed that the Promoters will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoters shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the Purchaser/s to the Promoters and Promoters will endeavour in reasonable manner to provide for the same. It is agreed that the Promoters will be entitled to provide for a body or association as the Promoters may deem fit. The Promoters shall be entitled to transfer the balance of the said amount to such body or association as the case may be and whereupon the Promoters shall be absolved of their liability in respect of the said amount and application and utilisation thereof. The Purchaser/s declare/s and confirm/s that the payment of the said sum as stated hereinabove is over and above the purchaser price and also the various deposits and charges agreed to be paid by the Purchaser/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

16. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoters and the Purchaser/s that the Promoters shall be entitled to utilise and enjoy either personally or through any nominee/s all

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area or areas forming part of the larger property as properly as may available from time to time including areas reserved for public utility, recreation, etc., using the same as the promoters may deem fit and the Promoters will be entitled inter alia to construction Recreation Centre, Health Club or Club Houses, Library, Cinema Theatre, Video Theatre or Hotel or carry on such other activity or activities as the Promoters may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof shall be that of the Promoters alone exclusively and the Purchaser/s shall have no right thereto either in this individual capacity or through any Co-operative Society, Limited Company or Condominium of Apartments, as the case may be. The Purchaser/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Centre, Health Club, Library, Club House, Hotel, etc., shall belong to the Promoters alone exclusively and the Purchaser/s shall have no right to the same in any manner whatsoever.

17. So long as each Flat in the said building is not separately assessed for municipal taxes and water taxes etc., the Purchaser/s shall pay to the Promoters or to the said Organization when formed, a proportionate share of the municipal taxes and water taxes etc., assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each premises in the said building. The Purchaser/s along with the other premise holders will not require the Promoters to contribute proportionate share of the maintenance charges taxes etc. in respect of the Premises which are not sold by Promoters. The Promoters will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the such premises.

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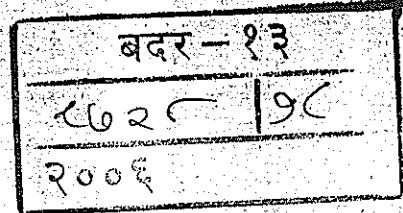
18. The Purchaser/s shall, from and after the date of issue of the notice from the Promoters to him/her/them to take possession and/or personal licence whichever is earlier, of the said premises, regularly and punctually pay on or before 5th day of every month in advance, irrespective of possession and/or personal licence, (whichever is earlier) being taken or not, a provision of amount of Rs. 3/- per Sq. Ft. of built-up area of the said premises towards taxes, salaries of the persons appointed by the Promoters, Liftman, Sweepers, Insurance Premium etc. and other outgoings and expenses including the outgoings mentioned in the Fifth Schedule hereunder.

19. The Purchaser/s shall not use the said premises for any purpose other than as set out in these presents and shall not use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building or for any illegal or immoral purpose.

20. If the Promoters are not able to give possession of the said premises, to the Purchaser/s on account of any reasonable cause or circumstances beyond their control, the Purchaser/s shall not be entitled to any damage whatsoever.

21. The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said premises may come, doth/do hereby covenant with the Promoters as follows :

- a) To maintain the said premises at Purchaser's own cost in good and tenable condition from the date of possession and/or personal licence (at the request of the Purchaser/s) whichever is earlier, of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situate, staircase or any passages in the said building



which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said premises is situated and in the said premises itself or any part thereof.

- b) Not to store in the said premises any good which are of hazardous combustible or dangerous nature or are so heavy as to endanger the construction or structure of the building in which the said premises is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the staircase, common passage or any other structure of the said building including the entrance of the building. The purchaser on account of negligence or default on his/her/their part in this behalf shall be liable for the consequences of such breach.
- c) To carry at his/her own cost, all internal repairs to the said premises and to maintain the said premises in the same condition, state and order in which it was delivered by the Promoters to the purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be against the rules and regulations and bye-law of the concerned authority/authorities. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences there of to the concerned authority.
- d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which

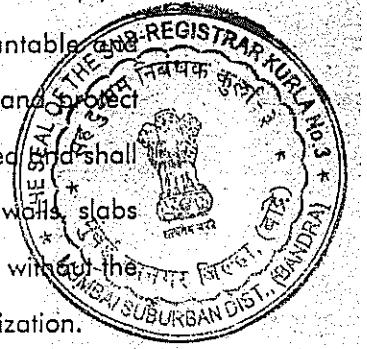
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the said premises is situated and shall keep the portion, sewers, drains pipes in the said premises and appurtenances thereto in good, tenantable & repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pards or other structural members in the said premises without the prior written permission of the Promoters and/or the said Organization.



- e) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said premises.
- f) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said premises is situated.
- g) To pay to promoters within 7 days of demand by the Promoters his/her/ their share of security deposit/charges/premium demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the building in which the said premises is situated.
- h) 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 premises by the purchaser viz. user for any purpose other than for residential purpose, provided the Promoters have agreed to such change/s prior to it being implemented by the Purchaser/s.

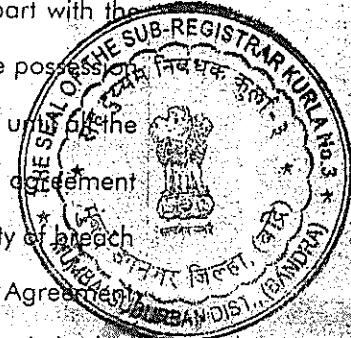
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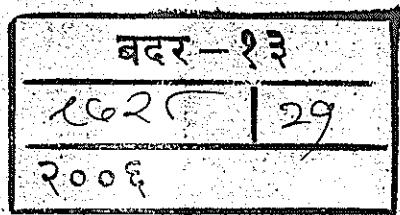
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- i) The Purchaser/s shall not let, sub-let, transfer, assign or part with the said premises, interest or benefit of this Agreement or part with the possession and/or personal licence as the case may be, of the said premises, until all the amounts payable by the Purchaser/s to the promoters under this agreement are fully paid up and only if the Purchaser/s has/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Promoters have permitted in writing to the Purchaser/s in that behalf.
- ii) The Purchaser/s shall observe and perform all the rules and regulations which the said Organization may frame at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned authority/authorities. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Organization regarding the occupation and use of the said premises and shall pay and contribute, regularly and punctually, towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) Till a Lease of the said building is executed, the Promoters shall be entitled, with or without workmen, surveyors, agents and others, at all reasonable times, to enter into and upon the said premises and the said property and the building or any part thereof.
22. At the time of registration of the Lease/Assignment in respect of the said building, the Purchaser/s shall pay to the Promoters the Purchasers' share of the stamp duty and registration charges payable, if any, by the said



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Organization on the lease or Assignment in respect of the building, to be executed in favour of the said Organization.

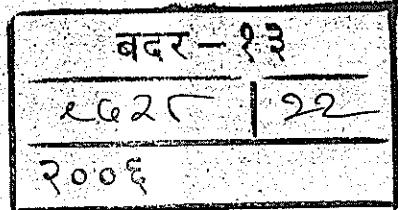
23. Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the said premises, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property.

24. The Purchaser/s and the person/s to whom the said premises may be permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters and/or the said Organization may require for safeguarding the interest of the Promoters and/or other Purchasers in the said property. The Purchaser/s shall also observe and perform all the provisions of the Bye-laws and/or the rules of the said Organization when formed and the addition, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other local and/or Public Bodies regarding occupation and use of the said Premises.

25. It is agreed between the Promoters and the Purchaser/s that after the notice in writing is given by the Promoters to the Purchaser/s that the said premises is ready for use and occupation, the Purchaser/s shall be liable to pay the proportionate share (i.e. in proportion to the areas of the said premises) of all outgoings in respect of the said property and the proposed building in which the said premises is situated including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, Common Lights, Repairs, Salaries of Clerks, Bill Collector's Charges, Chowkidars and

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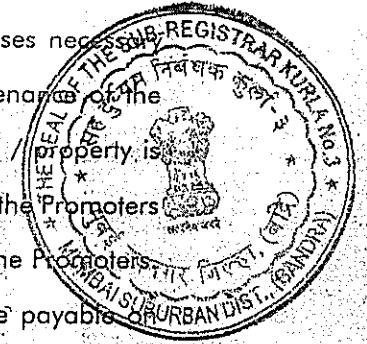
Sweeper Charges, Maintenance Charges, and all other expenses necessary and incidental to the administration, Management and maintenance of the said property and the said building and until the said building / property is transferred to the said Organization the Purchaser/s shall pay to the Promoter/s the Proportionate share of outgoings as maybe determined by the Promoter/s. It is agreed by the Purchaser/s that such amount shall become payable on the 1st day of each month in advance but can be paid before 5th day of each month in advance. And the Purchaser/s agree that notwithstanding any reason/s dispute/s, these charges will be paid, duly and punctually by the Purchaser/s and the same will not be held back for any reasons whatsoever. In case of delay and/or default by the Purchaser/s, the Promoter shall have the remedy same as that of the installments and this Agreement shall be liable for determination and forfeiture of all amounts paid by the Purchaser/s including sale of the Flat by the Promoter.

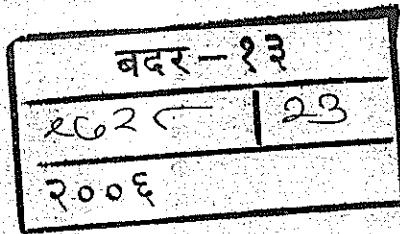
26. The Promoter shall form of the Purchaser/s along with other purchasers a Co-operative Housing / Premises Society or Limited Company or Condominium of Apartments. The rights of the Purchasers of the respective premises will be recognized and regulated by the Bye-laws, rules and regulations of such Co-operative Society or Limited Company or Condominium of Apartments and the rules and regulations framed by them.

27. On the receipt by the Promoter of the full payment of the amounts due and payable by the Purchasers of all the premises and not earlier than June 2009, the Promoter shall take necessary step along with the other purchasers in forming and registering of the said Organization subject to the rights of the Promoter under this Agreement.

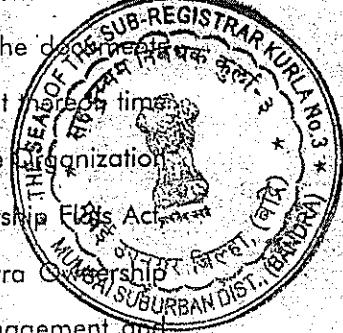
28. The Purchaser/s along with the other purchasers of premises in the

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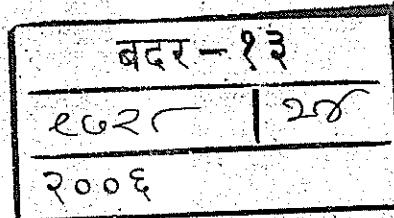


said Building shall join in forming and registering the said Organization and for that purpose from time to time sign and execute applications and other documents and to become member and sign and return all the documents including Bye-laws to the Promoters within seven days of receipt thereof time being of the essence, so as to enable the Promoters to register the Organization of the purchasers under Section 10 of the Maharashtra Ownership Flats Act 1963 within the time limit prescribed by Rule 8 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer), Rules 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft Bye-laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or Registrar of Companies and/or of the Condominium of Apartments and/or the promoters and/or other Authority as the case may be.

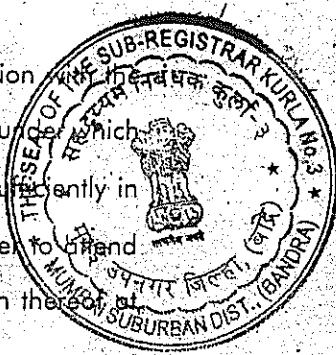
29. Advocates and Solicitors of the Promoters shall prepare the Lease/Assignment and all other documents to be executed in pursuance of these presents as also the Bye-laws and the Memorandum and Articles of Association in connection with the Co-operative Housing / Premises / Society or a Limited Company as the case may be and all costs, charges and expenses including professional fees, stamp duty, Registration Charges and other expenses in connection with the preparation and execution of the Lease/Assignment and other documents and the formation and registration and incorporation of the said Organization shall be borne and paid by all the Purchasers of the premises in the said property in proportion to the area of their respective premises.

30. The Stamp Duty and Registration Charges on this Agreement shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall immediately after the execution of this Agreement but not later than four months from the

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date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoters the number under which and the day on which the same is lodged for the Registration, sufficiently in advance to enable the Promoters within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof and the costs and risk of the Purchaser/s.

31. At the option of the Promoters, if the Promoters execute or cause to be executed by the Lessors, the lease or Assignment in respect of area larger than the said building or land married to the said building, in favour of the said Organization then and in such an event the Purchaser/s including all other purchasers and the said organization shall execute simultaneously against the execution of such Lease or Assignment separate Leave or Assignment in favour of the Promoters and/or their nominee or nominees in respect of such portion or portions as the Promoters may desire with the right to assign and/or transfer the same without any rent, compensation, charges etc., payable to the Purchaser/s and/or the said Organization.

32. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if posted to the Purchaser/s Under Certificate of posting or have them delivered at :

12/258, Patanwala Mansion,
Frank Road,
Sion (East), Mumbai - 400 022.

M. A.
for

33. Nothing contained in these presents shall construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the said premises or any part or portion thereof, the same to take place only

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upon the execution of the Lease / Assignment in favour of the said Organization as hereinstated.

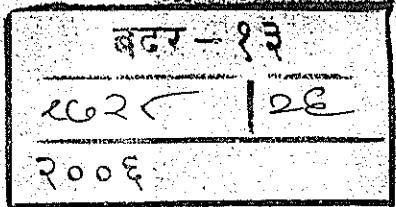
34. The Purchaser shall have not claim save and except in respect of particular premises, hereby agreed to be sold (subject to the terms and conditions hereof and due and proper completion of all the obligations of the Purchaser/s) and the Purchaser/s confirms that all other areas including terraces etc., will remain the property of the Promoters until the whole of the said property is transferred to the said Organization as herein provided subject to the rights of the Promoters as contained in this Agreement.

35. The Promoters shall always have a right to get the benefit of additional F.S.I. and/or increased F.S.I. for construction on the said property from B.M.C. and also to make addition, alterations, raise/storyes or put up additional structure as maybe permitted by the Municipal Corporation of Greater Mumbai and other competent authorities; such addition, structures and storeys will be the sole property of the Promoters alone who will be entitled to use the terraces including the parapet wall for further construction and any other purpose/s including display of advertisements and sign boards and the Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the said premises agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoters.

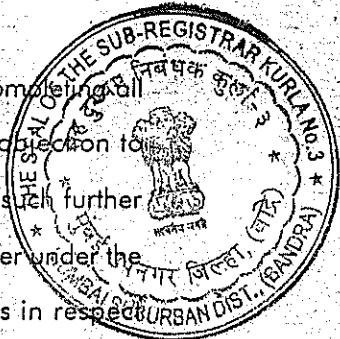
36. The Purchaser/s hereby expressly agrees and covenants with the Promoters that in the event of all the wings of the said building on the said property being not ready for occupation simultaneously and in the event of the Promoters offering licence to enter upon the said premises to the Purchaser/s or handing over possession of the said premises simultaneously on the execution

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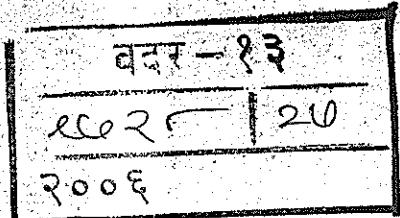
of Lease/Assignment in respect of the said property earlier than completing all the wings then and in that event the Purchaser/s has/have no objection to Promoters completing the construction of the balance wings and such further and other development as is permitted on the said property (whether under the present and/or amended/changed Development Control Rules in respect thereof) without any interference or objection by the Purchaser/s and/or the said Organization in any manner whatsoever and the Promoters shall be entitled to either transfer and/or through any nominee/s to construct and complete the said wing or wings, on the said property as they may desire in the absolute discretion without any interference or objection or dispute by the Purchaser/s of whatsoever nature.

37. The Promoters shall, in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this agreement, have a first lien and charge on the said premises.

38. It is expressly agreed that the Promoters shall be entitled to put a hoarding on the said property or on building and/or buildings on the said property and/or parts of the building or buildings on the said property and the said hoardings may be illuminated and/or comprising of neon sign and for that purpose Promoters are fully authorised to allow temporary and/or permanent construction on the said property, and/or the said building as the case may be, and the Purchaser/s agreed not to object or dispute the same.

39. It is expressly agreed that the Promoters shall be entitled, without affecting the rights of the Purchaser/s, to revise the building plans in respect of the said building and to utilise the total F.S.I. and the development rights available under Development Control Rules (as may be amended from time

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to time) in respect of the said property by suitably modifying the building plans in respect of the said property as the Promoters may desire and the Purchaser/s irrevocably consent to the rights of the Promoters to revise and modify the building plans in respect of the said property from time to time at any time hereinafter.

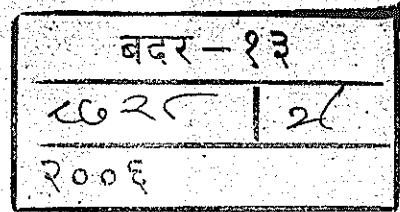


40. The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Promoters.

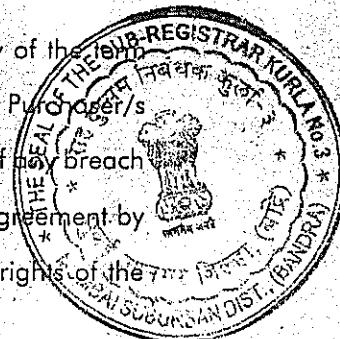
41. In the event of a Society or other organization of all the purchasers being formed and registered before the sale and disposal, by Promoters of all the premises, the power and authority and control of the Promoters in respect of all the matters concerning the said building and in particular the Promoters shall have absolute authority and control as regards the unsold flats/premises and disposal thereof.

PROVIDED AND ALWAYS the Purchaser/s hereby agree/s and confirm/s that in the event of said Organization being formed earlier than the Promoters dealing with and disposing off the said building then and in that event any allottee or Purchaser of premises from the Promoters shall be admitted to the said Organization, on being called upon by the Promoters, without payment of any premium or any additional charges save and except Rs. 250/- for the Share money and Rs. 100/- as entrance fee and such allottee, Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by the said Organization and/or the members. Further the purchasers of such premises shall be liable for the payment of the Society Charges from the date they are given possession of their respective premises.

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42. Any delay or indulgence by the Promoters in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the term/s and condition/s of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

43. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as to the rights, liabilities and/or the duties of the parties hereto, the same shall be referred to arbitration. The provisions of the Indian Arbitration Act shall apply to such reference.

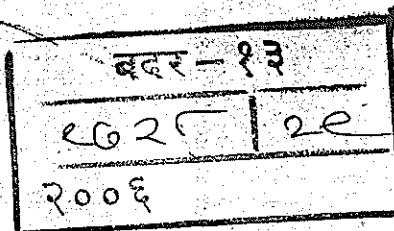
44. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 and any other provisions of law applicable thereto.

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

FIRST SCHEDULE

Firstly; All those pieces and parcels of lands or grounds situated at Village Powai, near I.I.T., Adi Shankaracharya Marg, in the Registration and Sub-district of Mumbai City and Mumbai Suburban bearing C.T.S. Nos. 20 (pt), 21 (pt), 22 (pt), 29 (pt) and 30 (pt) admeasuring above 1.51.315 sq.mtrs. or thereabouts.

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SECONDLY; A portion of all those pieces and parcels of lands or grounds
situated at Village Powai, near I.I.T., Adi Shankaracharya Marg,
Registration and Sub-District of Mumbai City and Mumbai Suburban, bearing
C.T.S. Nos. 20 (pt), 21 (pt), 22 (pt); 29 (pt) and 30 (pt)



SECOND SCHEDULE

Common Areas and Facilities of immediate area abutting the main entrance
door after the landing on the floor of the said premises hereby agreed to be
sold in proportion with other premises on the same floor. In case of the Terrace
Flat, the Terrace shall belong exclusively to the respective Purchaser/s.

THIRD SCHEDULE

Pro-rata along with all the Purchasers of premises in the said property in limited
common areas and facilities as follows (this does not apply in the case of
premises other than flats) : (i) Staircase (ii) Entrance Hall (iii) Lifts and
(iv) Servant's Toilet.

FOURTH SCHEDULE

1. R.C.C. Frame Structure.
2. Marble Mosaic Tiles in flooring.
3. Glazed tiles flooring in the W.C.s and Dodo in bathrooms and W.C.s.
4. One shower in every bathroom.
5. One door bell.
6. Overhead and underground water tanks.
7. Lifts (excluding for Row Houses & 4 Storey Buildings)
8. Compound wall with M. S. Gate.
9. One Wash basin.

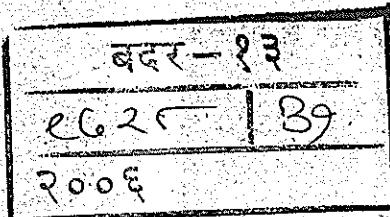
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10. One kitchen platform suitably decorated and glazed tiles dado.
11. Main door with aldrop oil painted from inside & outside.
12. Building exterior with cement paint and interior with white lime wash.
13. Entrance hall suitably decorated.
14. Electrical points.



FIFTH SCHEDULE

1. The expenses of maintaining, repairing, re-decoration, etc., of the main structure and in particular the terrace, garden and main water pipes, lifts and electric wires in, under or upon the building and enjoyed or used by the flat/ premises holders/s in common with the other occupiers of flats and the main entrance, passages, landings, lifts and staircases of the building or enjoyed by the flat holder/s used by him / her / them in common, as aforesaid, and the boundary walls of the building, compound, terraces etc.
2. The cost of cleaning and lighting the passages, water pump, landing, Staircases, lifts, common lights and other parts of the building used by the flat holder/s in common, as aforesaid.
3. The cost of salaries of clerks, bill collectors, liftmen and chowkidars, pumpman, sweepers, accountants, administration charges, engineers, etc.
4. The cost of working and maintenance of common light, water pump, lift and other service charges.
5. Deposits for Building, Water Meters, Electric Meters, Sewer Line, etc.
6. Municipal Property Taxes and other taxes such as water charges bills, electricity charges bills, cesses, levies and revenue, N.A. taxes, etc.



31

7. Insurance of the building.
8. Such other expences as are necessary or incidental for the maintenance and upkeep of building.



SIGNED SEALED AND DELIVERED)

BY THE WITHINNAMED THE)

PROMOTERS M/S. CRESCENDO ASSOCIATES)

IN THE PRESENCE OF)

SIGNED SEALED AND DELIVERED)

BY THE WITHINNAMED THE)

PURCHASERS,)

MR./MRS./MISS/M/S.)

SHOBHA NARAYAN)

L. Shethan)

IN THE PRESENCE OF)

FOR CRESCENDO ASSOCIATES)

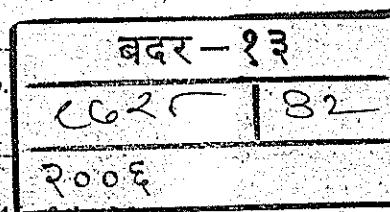
K. N. K.)

PARTNER)

Shobha Narayan)

L. Shethan)

346

Form -----
88in replying please quote No.
and date of this letter.Intimation of Disapproval under Section 346 of the Mumbai
Municipal Corporation Act, as amended up to date.

NO. CE/225/BPES/AS 24 NOV 2003

No. E.B./CE/

BS/A

of 200

MEMORANDUM

Owner : Surendra Hiranandani



With reference to your Notice, letter No. 2411 dated ...7 Nov. 03.. 200 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Prop. building no. 3, on plot bearing CTS. No. 22/4 furnished to me under your letter, dated 200 I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK
BEFORE PLINTH C.C.

1. That the commencement certificate under Sec.45/69(1)(a) of the M.R. & I.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
3. That the low lying plot will not be filled up to reduced level of atleast 92 T.H.D or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specification for layout/D.P./or access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. before submitting building completion certificate.
5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him.
6. That the structural design and calculations for the proposed work considering seismic forces as per I.S.Code Nos.1893 and 4326 and for existing building showing adequacy thereof to take up additional load will not be submitted by him.
7. That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.I.R before applying for C.C.
8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.

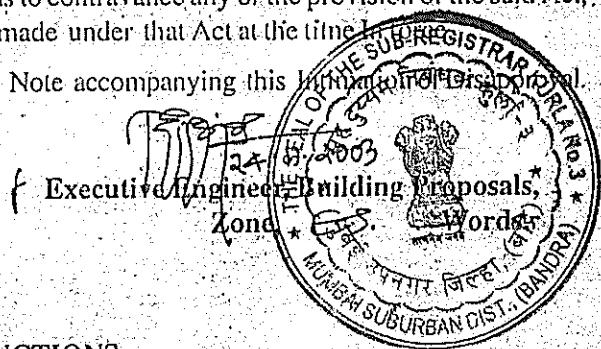
बदर - १३

() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 23 NOV 2000, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.



SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO 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 Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels:—

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be—

"(a) Not less than 2 feet (60 cms.) above the centre 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"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

"(c) Not less than 92 ft. (.....) meters above Town Hall Datum."

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

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

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

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

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

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

MUNICIPAL CORPORATION OF GREATER MUMBAI

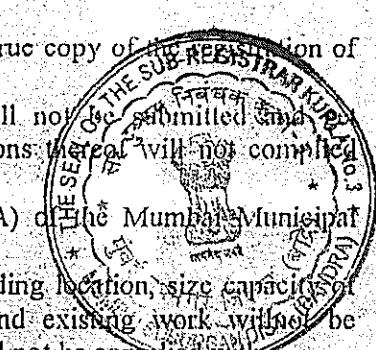
No. CE/225/BPES/AS dt.

24 NOV 2003

9. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
10. That the requirements of N.O.C. of Chief Fire Officer / E.A. Power Co. will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
11. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C. & his name and licence No. due to the same reason will not be submitted.
12. That the extra water and sewerage charges will not be paid to Executive Engineer, Watch works before C.C.
13. That the true copy of sanctioned layout sub-division / amalgamation approved under No. CE/86/BPES/LOS dtd. 30/01/2003 alongwith the terms and conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
14. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
15. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.G. shall not be submitted.
16. That the notice under Sec.347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work.
17. That the office will not be intimated in prescribed proforma for checking the open spaces & building dimensions as soon as the work upto plinth is completed.
18. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
19. That the requirement of bye law 40 will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried on as per the requirement of Executive Engineer (Sewerage Project), Planning & completion certificate from him will not be submitted.
20. That the copy of Intimation of Disapproval conditions & other layout or sub division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.
21. That the N.A. permission from the Collector of Bombay shall not be submitted.
22. That a 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 will not be renewed during the construction.
23. That the development charges as per M.R.T.P.(amendment) Act 1992 will not be paid.
24. That the carriage entrance shall not be provided before starting the work.
25. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
26. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on before starting the work.
27. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of abstracts form the District Inspector of Land Records, extracts from City Survey Record and conveyance deed etc.
28. That separate P.R.Cards for each sub-divided plots, road etc. will not be submitted.

24.11.2003
Executive Engineer Building Proposat
(Easement Suburbs.)

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CE/225/BPES/AS dt. 24 NOV 2003



29. That the debris will not be removed before submitting the building completion certificate and requisite deposit Rs. /- will not be paid before starting the work towards faithful compliance thereof.
30. That the No. Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
31. That the registered undertaking agreeing to form Co-op.Housing Society will not be submitted before starting of work.
32. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
33. That the proposal for amended layout / sub-station shall not be submitted and approved before starting the work and terms and conditions thereof will not be complied with.
34. That the proposal will contravene the section 251 (A)(A) of the Mumbai Municipal Corporation Act.
35. That the remarks from Asst.Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
36. That the capacity of overhead tank will not be provided as per 'P' form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate.
37. That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme.
38. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
39. That the N.O.C. from Pest Control Officer S' Ward MCGM shall not be obtained.
40. That the final N.O.C. from E.E.[T. & C.] for parking layout shall not be submitted.

B) CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

1. That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
2. That the requirement of N.O.C. from C.A.U.L.C. & R. Act will not be complied with before starting the work above plinth level.

C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

1. That the separate vertical drain pipe, soil pipe with a separate gully tap, water main, overhead tank, etc. for maternity home/nursing home user will not be provided and the drainage systems or the residential part of the building will not be affected.
2. That some of the drains will not be laid internally with C.I. pipes of adequate size.
3. That the conditions mentioned in the clearance under No. ADM[L]/ACQ/PAWAI/Exemption/117 & 118 dt. 12/2/87 obtained from the competent authority under U.L.C. & R. Act 1976 will not be complied with and fresh ULC order showing revised area under road setback will not be submitted.
4. That the dust bin will not be provided as per C.E.'s circular No. CE/9296/11 of 26.6.1978.
5. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.

24.11.2003
f/Executive

MUNICIPAL CORPORATION OF GREATER MUMBAI

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6. That the existing well will not be covered with R.C.C. slab.
7. That 10 ft. wide paved pathway upto staircase will not be provided.
8. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
9. That the name plate/board showing plot No.name of the building etc. will not be displayed at a prominent place before O.C.C./B.C.C.
10. That the parking spaces shall not be provided as per D.C.Regulation No.36.
11. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be refund within a period of 6 years from the date of its payment.
12. That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that will flow through a separate overhead tank which will be connected to the drainage system. It will not have any chances of mixing with the normal water supply of the Corporation.
13. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, terminus fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
14. That three sets of plans mounted on canvas will not be submitted.
15. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
16. That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed.
17. That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor/stilt.
18. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
19. That the garages will not be constructed and kept open type as approved and they will be enclosed without obtaining prior permission to that effect.
20. That the N.O.C. from S.G. shall not be submitted.
21. That the infrastructural works such as; construction of handholes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
22. That the requisitions of clause No. 45 & 46 of D.C.R. 91 shall not be complied with.
23. That the provision for rain water harvesting as per design prepared by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
24. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner.

D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.

Executive

24.11.2003

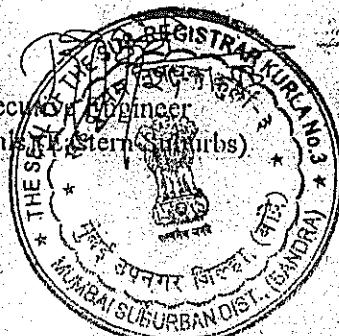
MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CE/225/BPES/AS dt. 12 NOV 2003

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2. That the ownership of the recreation space/swimming pool/club house shall not vest by provision in a deed of conveyance in all the property owners on account of whose holding the R.G./swimming pool/ club house is assigned.
3. That the structure constructed in recreation space shall not be used only for recreational activity for which it is approved for the bonafide society members.

Executive Engineer
(Building Proposals & Stern Shelters)

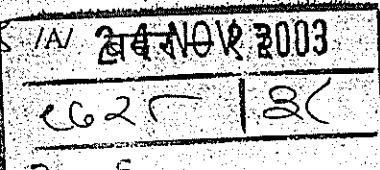


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No. EB/CE/ 225 /BS 138 10 /A/ अक्टूबर 2003

NOTES

- (1) The work should not be started unless objections are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposite should be obtained any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposite for the construction of carriage entrance over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand, etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submition of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



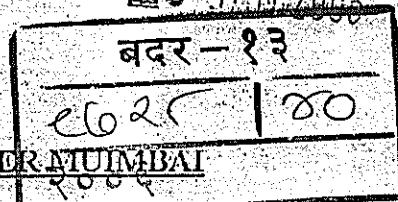
- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under section 19(1)(H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1)(aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, 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:-
- Specific plans in respect of evicting or rehousing the existing tenants on how staying their number and the area in occupation of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
 - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and air from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahans and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hightly serving the purpose of a lock and the warning pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely, and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
(b) Lintels or Arches should be provided over Door and Window opening.
(c) The drains should be laid as require under Section 234-1 (a).
(d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

[Signature] Dated 26.11.03
Executive Engineer, Building Proposals
Zones Wards

VALID UPTO 5 JAN 2005

Gen-115- 1000 - ②

MUNICIPAL CORPORATION OF GREATER MUMBAI



FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

No. CE/ 225 /BPES/AS

F-6 JAN 2001

COMMENCEMENT CERTIFICATE

To.
Shri Narendra
Hiraniwala

Sir,

With reference to your application No. 1047 dated 19/7/1996 for Development Permission and grant of Commencement Certificate under section 44 and 69 of the Maharashtra Regional & Town Planning Act. 1966, to carry out development and building permission under section 346 of the Mumbai Municipal Corporation Act. 1888 to erect a building in Building No. 3 on plot No. C.T.S.No. 22/1 to 22/7 Divn/Village/Town Planning Scheme No. Powai Beefor - 1x Ward 5 situated at Road/Street - the Commencement Certificate/Building permit is granted on the following conditions :-

1. The land vacated in consequence of the endorsement of the set back line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
3. The commencement certificate/development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act. 1966.
6. This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:
 - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

...2/-

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(c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation, and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

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

The Municipal Commissioner has appointed Shri _____, Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

The C.C. is valid upto

15 JAN 2005

C.C. upto plinth i.e. upto upper st'f



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

06.01.2004

Assistant Engineer Building Proposals
Eastern Suburbs (J. & T. Wards)
Executive Engineer, Building Proposals

CE/225/BPES/AS 14 OCT 2004

(Eastern Suburbs)

FOR

C.C. upto 17th Floor as per plan's approved on 24-11-2003.

14.10.2004

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

मालमत्ता पत्रक

विभाग/घोरे - यवई

जालका/न.भू.मा.का. - न.भू.मा. मुलंड

जल्ला -



नगर सुमापन
क्रमांक

शिट नवर

प्लाट नवर

हाव
चौमी

वारणाथिकार

२२/४

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शासनाता विद्यालय अधिकारी प्राप्ति का मामूल
तपशील जागीरीया केर तात्परता विवरण

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संविधायिकार

हवकाचा मुळ धारक
वव

पटेदार

इतर भार

इतर शेरे

दिन	व्यवहार	खंड क्रमांक	नविन धारक (धा) पटेदार (प) किंवा भार (भा)	सांकेत
३०/०९/२००२	मा. जिल्हाधिकारी मुवई उपनगर जिल्हा याचे आदेश/मंजूर अधिनियास क्रमांक सी/कार्या रड/एकत्रीकरण/पोटविभाजन/ एस.आर के २४१/दिनांक २६/३/०२, शुद्धितक दिनांक २४/९/०२ व इकडील पोहा. मार.न. ४ स्क०२ दिनांक १०/५/०२ अगिन. न.भू.अ. मुलंड याचे आदेश क्रमांक न.भू.यवई/न.भू.क्र. २३/२३/३०/०२ दिनांक ३०/९/०२ अन्यथे डिपोरोड करीता नविन प्रिलकल पत्रिका उघडली.			संगी - ३०/०९/२००२ न.भू.अ. मुलंड

तपासणी करणारा -

खरी नवकला -

न.भू.अ. मुलंड
मुवई उपनगर जिल्हा

३०/०९/२००२

बांधे शाखा विभाग ३०/०९/२००२ वर्षाचा दुक्क	३०००
नवकल वर्षार दिनांक ३०/०९/०२ लागव दी	२-
नवकल विवाहाची विभाग ३०/०९/०२ वर्षाचा दुक्क	३०००
दी वर्षकला	३०००

वर्ष ३०/०९/०२
वर्ष दुक्क वर्षाचा विवाहाचा
दुक्क

संकलन प्रक्रिया प्रमाणित

दत्तिया दाखल दोवा २२४४८५ बोरस

मिट्र असांग चार द्वारा पाचशे घासास्त्र

प्रांतीक पाच द्वारा पाच मिट्र हे

मुळ प्रिलकल प्रिलकल नमुद केलेल्या

संवाद्या माजात नवलादी द्वारा

हेली माझे

प्रिलकल भूमे अमिळेला
३०/०९/२००२ उपनगर जिल्हा-मुवई

(पान नं. ११)

मालमत्ता पत्रक

विभाग/गौजे - यवर्द्धनगर
नगर सुपापन क्रमांक - शिट नंबर - प्लाट नंबर - घटना क्रमांक - जल्हा/न.भ.ग.का. - न.भ.अ. मुलुड

जिल्हा -

मध्येश्वर जिल्हा

शासनाला दिलेल्या आकाराचा किंवा वाला तपशील आणि त्याच्या फेर शासनार्थीचो नियम

२२/६

६१२२७.५
+ ७१३.२ न.भ.क्र.
२२/५ पैकी सामील.

६११४०.७
- २४६.५ न.भ.क्र.
२२/५ मध्ये सामील
केले.
६१६१४.२

बदर - १३

६२८ | १०८
२००६

सुविधाधिकार

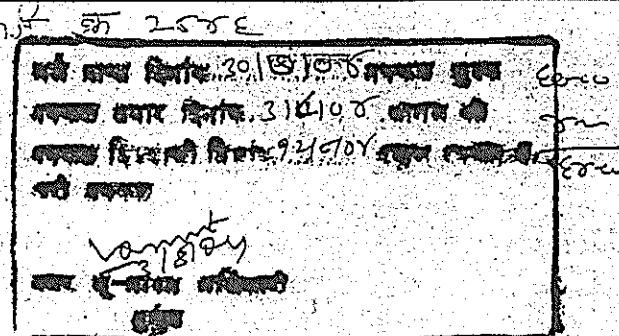
हवकाचा मुळ धारक
वर्ष

भार

इतर शेरे

दिनांक	व्यवहार	खंड क्रमांक	नविन घारक (था) पट्टदार (प) किंवा भार (मा)	साक्षात्
३०/०९/२००२	मा. जिल्हाधिकारी मुवऱ्य उपनगर जिल्हा यांचे आदेश/मन्त्र अभियास क्रमांक सै/कार्या रुठ/एकत्रीकरण/पोटाविभाजन/एस आर के २४६/३/२३ शुद्धिपत्रक दिनांक २४/९/०२ व इकडील पाहिं. मो.र.ने ४२८/०२ दिनांक १०/५/०२ आणि न.भ.अ. मुलुड यांचे आदेश क्र. न.भ.प्रवर्द्ध न.भ.क्र.रु/२३७/०२ दिनांक ३०/९/०२ अन्वय निवासी पट्टा धारका कडे म्हणून नविन मिळकत पत्रिका उघडली.			३०/०९/२००२ न.भ.अ. मुलुड
४१/०७/२००४	मा. जिल्हाधिकारी मु.उपनगर यांचे दि. २४/९/०२ चे आदेश व मा. अधिकारी भूमि अभियास भूय उपनगर यांचेकडील दि. २४/५/०४ चे पत्र व इकडील दि. २४/७/०४ चे आदेशाने न.भ.क्र. २२/६ चे ६१२२७.५ चौ. मो. क्षेत्राध्यान न.भ.क्र. २२/५ पे चे ७१३.२ चौ. मो. सामील केले. व तदांतर न.भ.क्र. २२/६ मध्ये २४६.५ चौ. मो. क्षेत्र वजा करून ते न.भ.क्र. २२/५ मध्ये सामील केले. व न.भ.क्र. २२/६ चे ६१६१४.२ चौ. मी.क्षेत्र कायम केले.			२४/५/०४ मा. अभियास ३०/०९/२००४ न.भ.अ. मुलुड

प्रमाणपत्र



सिलदर पत्रिकेच्याम. मुमुक्षुत
वित्त वाढवल मुद्दे ६१२२७.५ चे वित्त
वित्त वाढवा एकत्र घटाव मुद्दे ६१२२७.५ चे वित्त
पुढील दारा उरावास भाग वित्त
पुढील वित्त वाढवा नमूद वित्त
वाढवा वाढवा नमूद वित्त
वाढवा वाढवा नमूद वित्त
वाढवा वाढवा नमूद वित्त

मालमत्ता भूमि अधिकारी (पान नं. १)

मालमत्ता भूमि अधिकारी

मालपत्ता पत्रक

विभाग/घोरे - पवर्दि

गालुका/न.भू.आ.सुलुंड

जिल्हा -

मुबई उपनगर

नगर समाप्ति
क्रमांक

शिट नंबर

प्लाट नंबर

संव.

चौ.मी.

धारणाधिकार

शासनाला दिलेया आकरणाचा किंवा भाष्य
तपशील आणि त्याचा फेर तपशील नियत

२२/७

४८३२.८

सुविधाधिकार

हक्काज्ञा मुळ घारक
वर्ष

पट्टदार

इतर भार

इतर शेरे

बदर - १३

६६२ | ४५
२००६

निम्न	व्यवहार	खंड क्रमांक	नविन घारक (पा.) पट्टदार (पा.) किंवा भार (पा.)
१०१/२००२	मा. जिल्हाधिकारी मुबई उपनगर जिल्हा यांचे आदेश/मंजूर अभियास क्रमांक सी/काया रड/एकत्रीकरण/पाठाविभाजन/एस आर के २४१ दिनांक २६/३/०२, शार्दूलक दिनांक २४/३/०२ व इकडील पो.हि. मो.र.न. ४ रक्क/०२ दिनांक १०/५/०२ आणि न.भू.आ.सुलुंड यांचे आदेश क्रमांक न.भू.पवर्दि/न.भू.क्र. २२/२३३७/०२ दिनांक ३/६/०२ अन्वये डिपी.पी.सोड करीता नविन मिळकत पत्रोंका उद्देशी		

न.भू.आ.सुलुंड
मुबई उपनगर जिल्हा

तपासणी करणारा -

खरो नक्कल -

प्रमाणपत्र

मिळकत पत्रिकेच्या प्रमाणित
वालिवर वाबल सेवा रू१३२८ औरत
मिटर वाली चार हजार आठशूनीस
मुजाली झाड दिगंस साव निम्र है
मूळ मिळकत पत्रिकार नमूद केलेल्या
सेवाच्या मेन्हात ५५०० रुपी खाची
होणी आहे

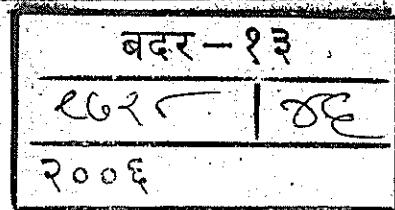
प्रमाणित
मुबई उपनगर जिल्हा-मुक्ती

(पान नं.- १)

SURYAKANT JADHAV
Advocate

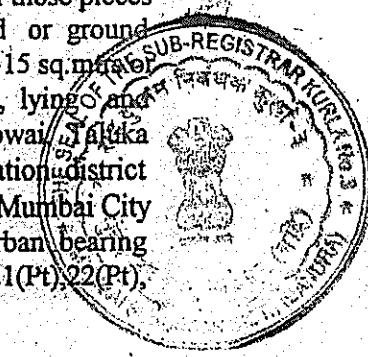
Res : A/102, "Florentine",
Florentine Co-op Hsg Society Ltd.,
Hiranandani Gardens, Powai,
Mumbai 400 076.

To
M/S.CRESCENDO ASSOCIATES,
Mumbai.



Re : In the matter of all those pieces or parcels of land or ground admeasuring 1,51,315 sq.mtrs or thereabouts situate, lying and being at Village Powai, Taluka Kurla in the registration district and Sub-district of Mumbai City and Mumbai Suburban bearing C.T.S.Nos.20.(Pt),21(Pt),22(Pt), 29(Pt) and 30(Pt).

Chandrabhan Bhuramal Sharma
AND
M/s.Crescendo Associates.



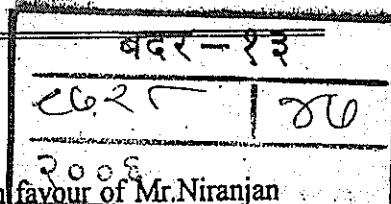
Sirs,

THIS IS TO CERTIFY that I have investigated the Title of Mr.Chandrabhan Bhuramal Sharma (hereinafter referred to as the said Original Owner) to the above property and I have to state as under :-

1. It appears that prior to 28th January 1984, the Original Owner was the Owner interalia of land bearing C.T.S.Nos.20(Pt), 21(Pt), 22(Pt), 29(Pt) and 30(Pt), situate, lying and being at Village Powai, Taluka Kurla in the registration district and sub-district of Mumbai City and Mumbai Suburban admeasuring about 1,51,315 sq.mtrs or thereabouts (hereinafter referred to as the said property).
2. By an Agreement for Development-cum-Sale dated 28th January, 1984, made between the said Original Owner of the One Part and yourselves of the Other Part; the said Original Owner has agreed to sell and you have agreed to purchase interalia the said property for the consideration and on the terms and conditions as contained therein.

SURYAKANT JADHAV
Advocate

Res: A/102, "Florentine",
Florentine Co-op.Hsg.Society Ltd.,
Hiranandani Gardens, Powai,
Mumbai 400 076.



3. The said Original Owner executed Power of Attorney in favour of Mr.Niranjan L. Hiranandani, a partner in your firm, authorising him to do certain acts as contained therein interalia in respect of the said property.

4. By the Supplemental Agreement dated 15th April, 1985, executed by _____ and between the said Owner and yourselves, the said Owner has interalia confirmed that the said Development-cum-Sale Agreement dated 28th January 1984 is valid and subsisting.

5. The said property was subject to the acquisition by the Bombay Metropolitan Region Development Authority (hereinafter referred to as the said B.M.R.D.A.) under the B.M.R.D.A. Act, 1974 for Powai Area Development Scheme as provided by the development plan of the city of Mumbai and subject to the provisions of Urban Land (Ceiling & Regulations) Act, 1976.

6. By the Tripartite Agreement dated 19th November, 1986, made between the Governor of Maharashtra of the First Part, the said BMRDA of the Second Part and Mr.Harishchandra Chandrabhan Sharma and Others of the Third Part, the said Original Owner surrendered and/or delivered the said property to the State Government and/or the said BMRDA, and the Governor of Maharashtra and the said BMRDA agreed to dispose off by way of lease the said property to the said Original Owner subject to the terms and conditions set out therein.

7. In pursuance of the said Tripartite Agreement dated 19th November, 1986, an agreement to lease was also executed on 19th November, 1986, by the said BMRDA in favour of the said Original Owner as Licensee and the said Original Owner was allowed to enter upon, deal with or develop the said property subject to the terms and conditions as contained therein.

8. The said Original Owner executed a writing dated 15th August, 1988, thereby confirming their having agreed to sell interalia the said property to yourselves as stated therein.

9. In the premises aforesaid, subject to the aforesaid Agreement for Development-cum-Sale dated 28th January, 1984, writing dated 15th August, 1988,

SURYAKANT JADHAV
Advocate

Res : A/102, "Florentine",
Florentine Co-op.Hsg.Society Ltd.,
Hiranandani Gardens, Powai,
Mumbai 400 076

बदर - १३

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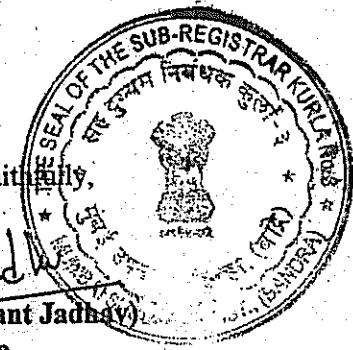
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Tripartite Agreement dated 19th November, 1986, and Agreement to Lease dated 19th November, 1986, and relying upon the statements made therein, I have found the lease hold title of the said Original Owner to the said property as clear and marketable and free from encumbrances of any nature whatsoever.

DATED THIS 4th DAY OF DECEMBER 2003.

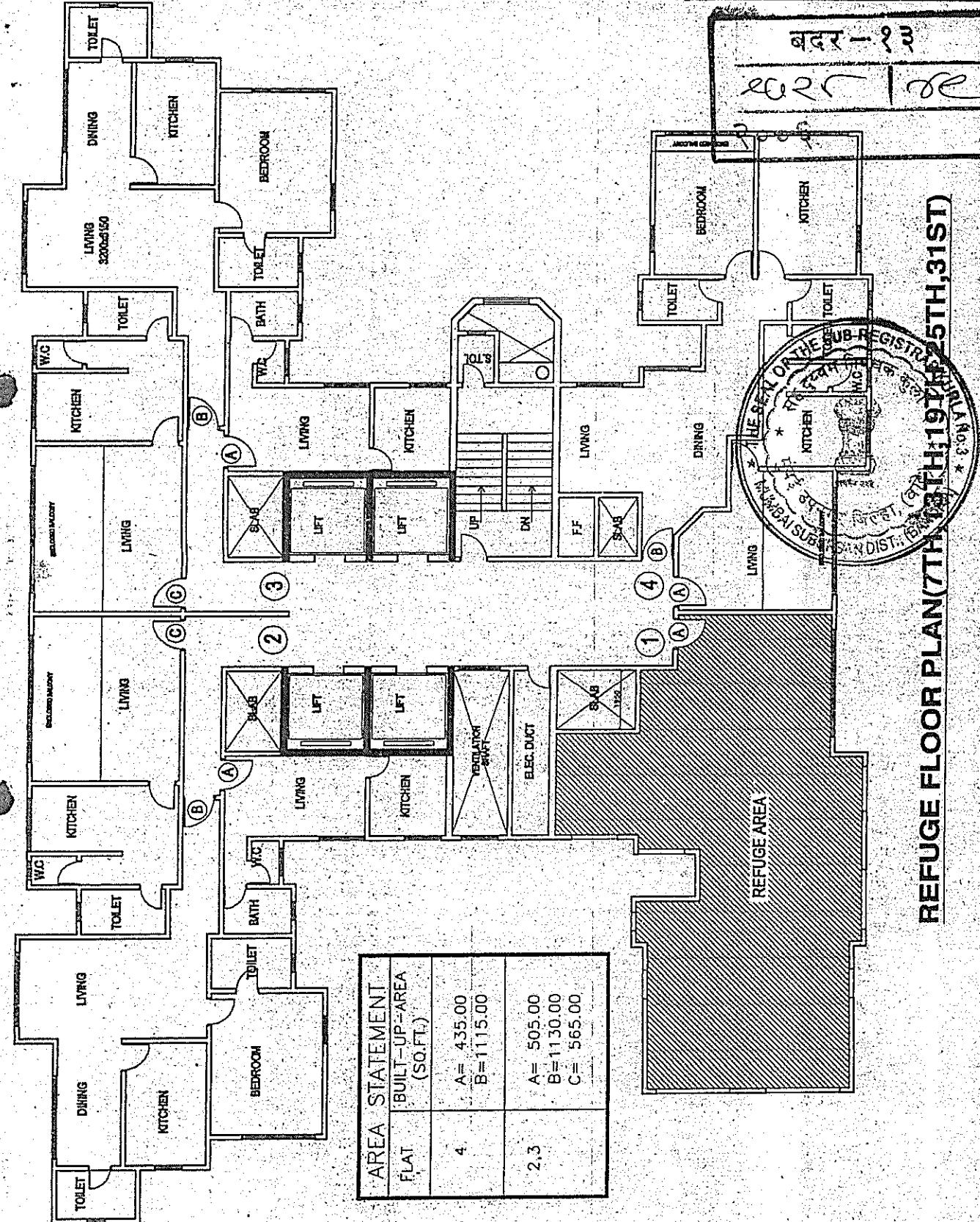
Yours faithfully,

(Suryakant Jadhav
Advocate.)



DRG NO. 00

**Architect
Hafeez Contractor**



REFUGEE FLOOR PLAN(7TH FLOOR) 25TH,31ST

DRG. NO. 00

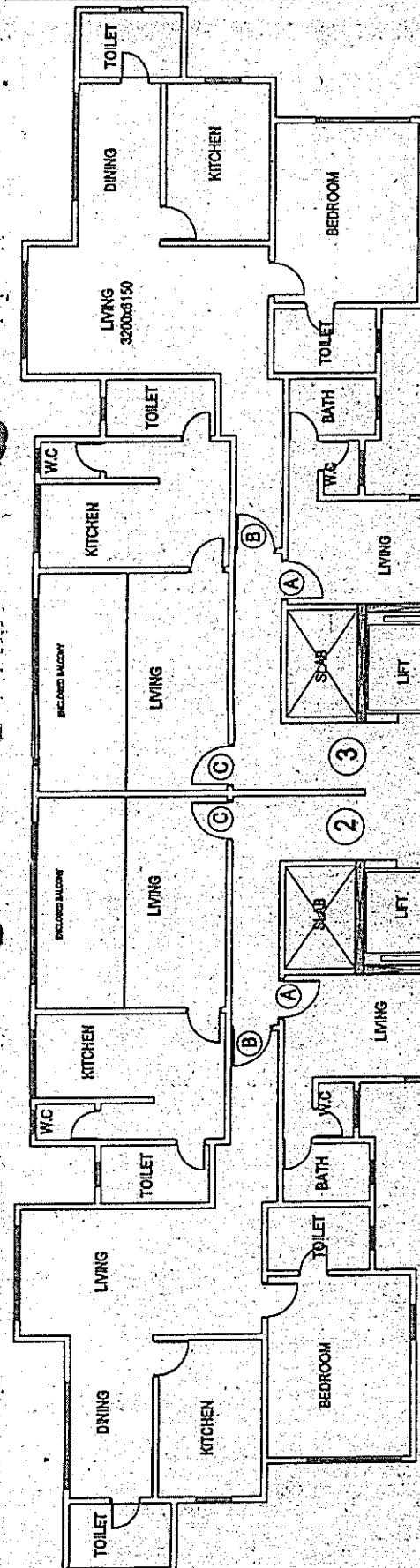
OCTAVIUS



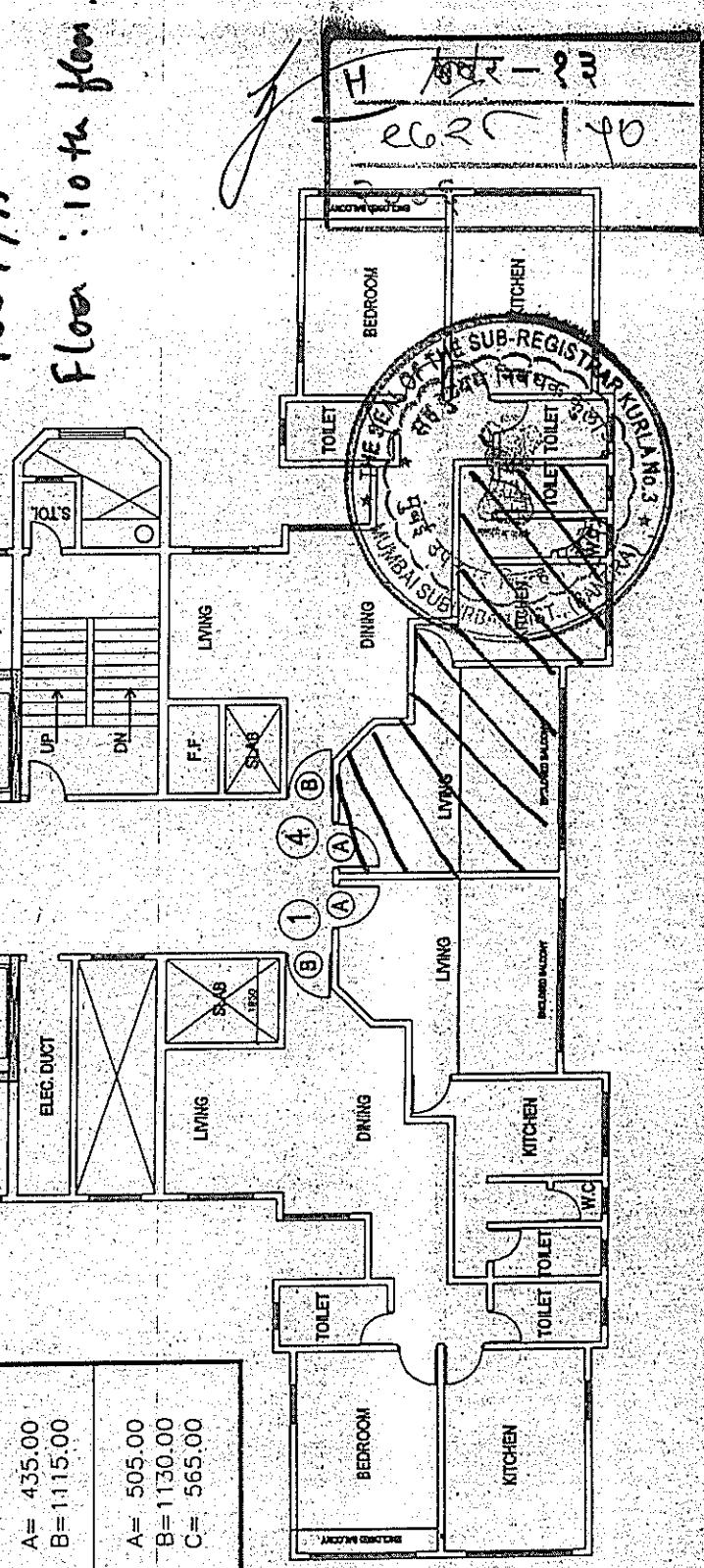
HIRANANDANI GARDENS - POWAI

Printed Name	DR. R. K. HAFEEZ
Date	10/10/2010
Subject	Architectural Plan
Description	Typical Floor Plan (Agreement Plan)

Architect
Hafeez
Contractor

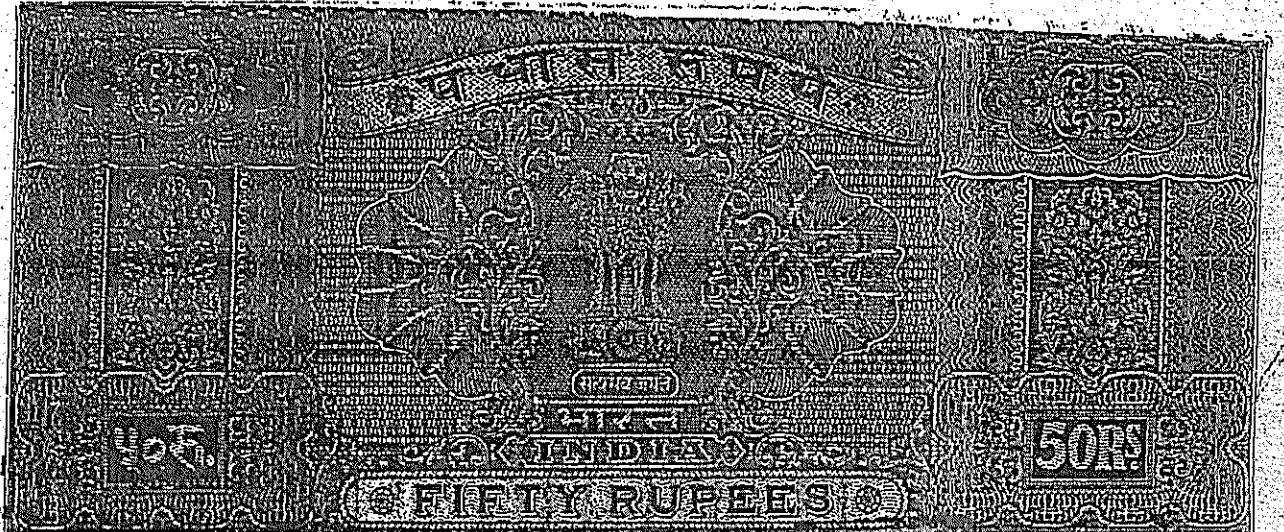


Plot No: 1004/A
Floor : 10th floor



AREA STATEMENT		BUILT-UP-AREA (S.Q.F.T.)	
FLAT	1.4	A= 435.00	B=1115.00
2.3		A= 505.00 B=1130.00 C= 565.00	

50 RS.



General

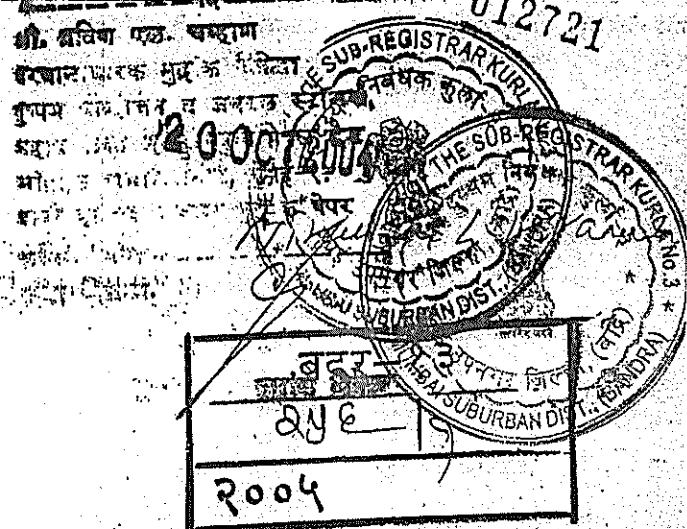
Postage

L.S.V. No.....

Proper Officer

15 OCT 2004

15 OCT 2004



POWER OF ATTORNEY

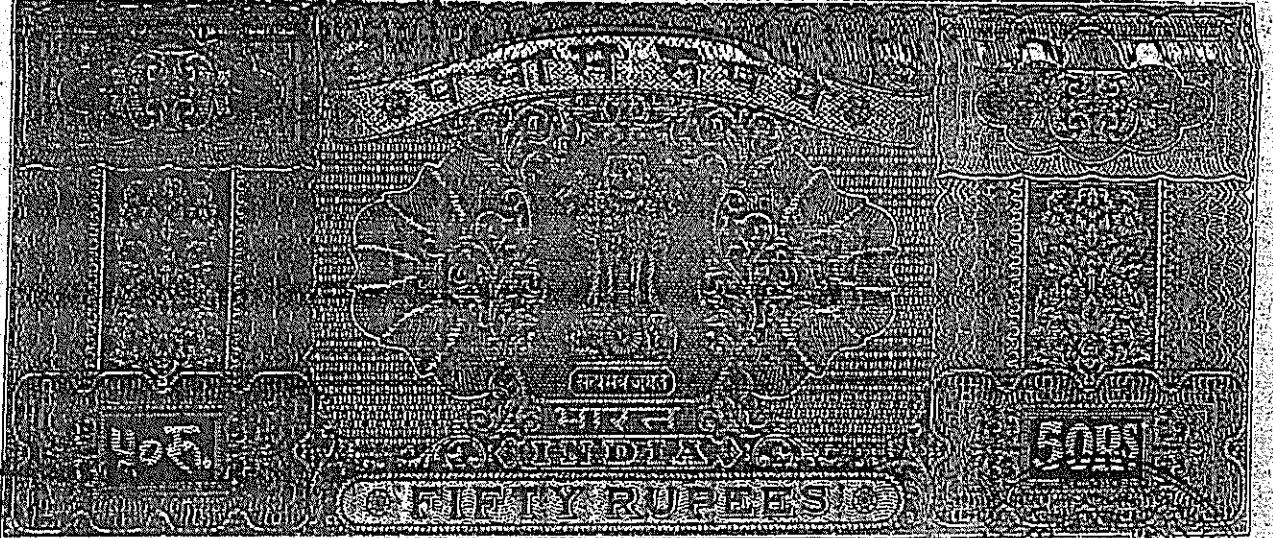
TO ALL TO WHOM THESE PRESENTS SHALL COME, We, 1) Niraejan Lakhumal Hiranandani (2) Surendra Lakhumal Hiranandani, (3) Kamal N. Hiranandani and (4) Priti S. Hiranandani having Registered Office of our firms/companies at C514, Dalmal Towers, Nariman Point, Mumbai - 400 021 and Office at "Olympia", Central Avenue, Hiranandani Gardens, Powai, Mumbai - 400 076, DO HEREBY SEND GREETINGS :

WHEREAS, we are concerned with the following companies/firms, in the capacity as directors/partners.

1)	Gopi Properties Development Pvt. Ltd.	Directors
2)	Hiranandani Constructions Pvt. Ltd.	Directors
3)	Hiranandani Developers Pvt. Ltd.	Directors
4)	Hiranandani Properties Pvt. Ltd.	Directors
5)	Powai Cliff Hill Resorts Pvt. Ltd.	Directors
6)	Roma Builders Pvt. Ltd.	Directors

.....2/-

50 RS.



General

S.V. No.....

proper Officer

15 OCT 2004

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Directors

Partners

Director

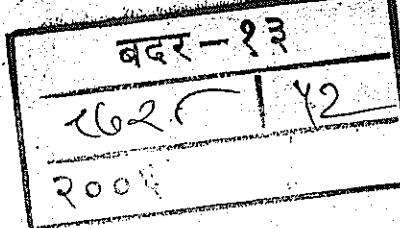
- | | |
|--|--|
| 7) Sea Face Builders | |
| 8) Hira Nagar Constructions | |
| 9) Hiranandani Associates | |
| 10) Hiranandani Builders | |
| 11) Hiranandani Enterprises | |
| 12) Hiranandani Estates | |
| 13) Hiranandani Home Makers | |
| 14) Hiranandani Industrial Enterprises | |
| 15) Hiranandani International | |
| 16) Hiranandani Lake Gardens | |
| 17) Lake View Developers | |
| 18) Omega Associates | |
| 19) Classique Associates | |
| 20) Crescendo Associates | |
| 21) Alpha Associates | |
| 22) Futura Builders | |
| 23) Apex Constructions | |
| 24) Green Valley Developers | |
| 25) GAMMA Construction Pvt. Ltd. | |

मी. एस्वी एड. नं. ५०४

प्राप्ति करने वाले का नाम

तिथि

20 OCT 2004



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AND WHEREAS, for the sake of convenience, we are desirous of appointing some persons to be our true and lawful attorney for us, in our names and on behalf of the said companies/firms to do and execute and perform the following acts, deeds, matters and things in connection with the registration of the documents of our said companies/firms.

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH

THAT We 1) Niranjan Lakhumal Hiranandani, 2) Surendra Lakhumal Hiranandani, 3) Kamal Niranjan Hiranandani and 4) Priti Surendra Hiranandani, do hereby renounce and terminate previous Power of Attorney executed by us dated 29th September, 2001 and do hereby appoint, authorise and constitute each of the following persons viz. (1) Mr. B.M. Mendon, 2) Mr. H.M. Khan, 3) Mr. B.N. Hegde, 4) Mr. Dilip Kapadia, 5) Mr. Kinjal Desai, 6) Mr. Sanjay S. Parekh, 7) Mr. Anil Dwivedi, 8) Mr. Mitesh Bhakchia, 9) Mr. Sanjay Mohanraj and 10) Mr. Anshuman Bhakti, 11) Mr. B.K. Vashist to be our true and lawful attorneys in our names or in the names of all and/or any of the aforesaid companies/firms to do the following acts, deeds, matters and things jointly and individually.

- 1) To appear before the Sub-Registrar of Assurances at Mumbai, Bandra, Chembur, Navi Mumbai, Thane, Pune and before all Sub Registrars of Assurances of different places, districts all over Maharashtra and present documents for registration on behalf of us and our aforesaid companies/firms.
- 2) To present for registration and admit execution of the documents executed or may be executed by us and the aforesaid companies/firms.
- 3) To do all acts things necessary for the registration of the documents to receive the same back after they are registered and to do all acts and things necessary in this behalf as effectively as we could do.

AND we do hereby for ourselves and for our aforesaid companies/firms, agree to confirm and ratify all such acts, deeds and things that may be lawfully done by our said attorneys and/or any of them on our behalf and in our names and/or

2004

behalf of aforesaid companies/firms by virtue of this Power of Attorney and the same shall be binding on us and aforesaid companies/firms.

IN WITNESS WHEREOF, we have set and subscribed our hands hereto this

Power of Attorney on this 11th day of January 2005.

SIGNED AND DELIVERED BY THE

WITHIN NAMED

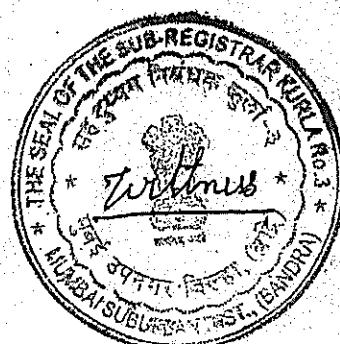
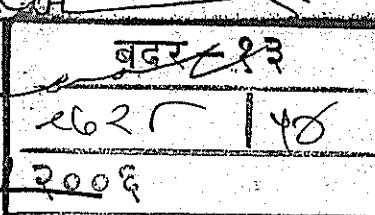
1) NIRANJAN LAKHUMAL HIRANANDANI

2) SURENDRA LAKHUMAL HIRANANDANI

3) KAMAL N. HIRANANDANI, AND

4) PRITI S. HIRANANDANI

IN THE PRESENCE OF



- ① J. B. Mendon Aditya
- ② H. M. Khan C. H.
- ③ B. N. Hegde B. N. Hegde
- ④ Dilip Kapadia Dilip P. Kapadia BEFORE ME.
- ⑤ Kingjal Desai Kesar
- ⑥ Mr Sanjay S. Parikh Sanju
- ⑦ Anil Anil Devadas
- ⑧ Nitish Bikkha Nitish Bikkha
- ⑨ Sanjay Mohanraj Xar
- ⑩ Anshuman Bhakta Anshuman
- ⑪ Mr B. K. Vashist B. K. Vashist

11/01/2005

दुर्योग निवधकः

2:02:36 pm

सह. दु.नि.का.कुर्ला ३

दस्त क्रमांक : 256/2005

दस्ताचा प्रकार : मुख्यत्वारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: निरजन लखुमल हिरानंदानी -

पत्ता: घर/फ्लॅट नं.:

गल्ली/रस्ता:

इमारतीचे नाव: ऑलपिया वि, सेंट्रल-ऑफ्सेन्यु हिरानंदानी

वय 54

गाडीन पर्व 78

सही

इमारत नं.:

पेठ/वसाहत:

शहर/गाव:

तालुका:

पिन:

पैन नम्बर:

2 नाव: सुरेन्द्र लखुमल हिरानंदानी -

पत्ता: घर/फ्लॅट नं: करीलप्रमाणे

गल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं.:

पेठ/वसाहत:

शहर/गाव:

तालुका:

पिन:

पैन नम्बर:

3 नाव: कमल एन हिरानंदानी -

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं.:

पेठ/वसाहत:

शहर/गाव:

तालुका:

पिन:

पैन नम्बर:

4 नाव: प्रिती एस हिरानंदानी -

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं.:

पेठ/वसाहत:

शहर/गाव:

तालुका:

पिन:

पैन नम्बर:

5 नाव: जे वी मैडन -

पत्ता: घर/फ्लॅट नं.:

गल्ली/रस्ता:

इमारतीचे नाव: 514, दलामल टॉवर, नरीमन पॉइंट मु

लिहन देणार

वय 40

सही

वय 42

सही

वय 41

सही

वय 40

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वय 42

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वय 41

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वय 40

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वय 41

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वय 40

सही

वय 42



11/01/2005

2:02:37 pm

दुर्यम निवंधकः

सह दु.नि.का.कुर्ला ३

बदर - १३

दर्शन ग्राहण प्रमाण १४८
२००५

बदर १३

दर्शन १५६८००५

दर्शन क्रमांक : 256/2005

दर्शनाचा प्रकार : मुख्यत्यारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठयाचा ठसा

नाव: एच एम खान -

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं:

पेट/वसाहत:

शहर/गाव:

तालुका:

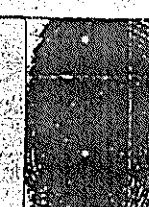
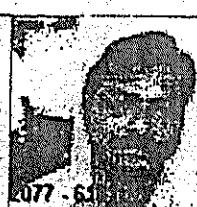
पिन:

पंच नम्बर:

लिहन घेणार

वय 41

सही



नाव: वी एन हेगडे -

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं:

पेट/वसाहत:

शहर/गाव:

तालुका:

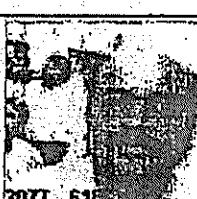
पिन:

पंच नम्बर:

लिहन घेणार

वय 42

सही



3.N. Hegde



नाव: दिल्लीप कपाडीया -

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं:

पेट/वसाहत:

शहर/गाव:

तालुका:

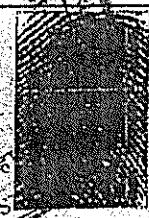
पिन:

पंच नम्बर:

लिहन घेणार

वय 52

सही



लिहन घेणार

वय 29

सही



लिहन घेणार

वय 29

सही

सही



लिहन घेणार

वय 29

सही

11/01/2005 दुर्यम निवंधकः
2:02:37 pm सह. दु.नि.का-कुर्ला 3

दस्त क्रमांक : 256/2005

दस्ताचा प्रकार : मुख्यत्यारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

दस्त गोषवारा भाग-1

भाग-१३

२००५ | ५०

पक्षकाराचा प्रकार

छायाचिन

बदला

दस्त क्र 256/2005

५

नाव अमेल हिवदी

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता:

ईमारतीचे नाव:

ईमारत नं.:

पेठ/वसाहत:

शहर/गाव:

तालुका:

पिन:

पैन नम्बर:

लिहून घेणार

वय 34

सही

नाव मिरेश विलाखीया

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता:

ईमारतीचे नाव:

ईमारत नं.:

पेठ/वसाहत:

शहर/गाव:

तालुका:

पिन:

पैन नम्बर:

लिहून घेणार

वय 27

सही

M.K. Belakkar

नाव संजय मोहनराज

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता:

ईमारतीचे नाव:

ईमारत नं.:

पेठ/वसाहत:

शहर/गाव:

तालुका:

पिन:

पैन नम्बर:

लिहून घेणार

वय 29

सही

Day

नाव अन्युमान भाकी

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता:

ईमारतीचे नाव:

ईमारत नं.:

पेठ/वसाहत:

शहर/गाव:

तालुका:

पिन:

पैन नम्बर:

लिहून घेणार

वय 27

सही

Chushoomai

नाव दी के वसीष्ट

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता:

ईमारतीचे नाव --

ईमारत नं.:

पेठ/वसाहत:

शहर/गाव:

तालुका:

पिन:

पैन नम्बर:

लिहून घेणार

वय 62

सही

D.K.V.M.



01/12/2006

दुर्घम निवंधकः

1:58:03 pm

सह दु.नि.का-कुर्ला 3

दस्ते गोषवारा भाग-1

वदर13

दस्त क्र 9728/2006

दस्त क्रमांक : 9728/2006

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: मेससे क्रेसेडो असाशिएट्स. तफे भागीदार कमल
एन हिरानंदानी तरफे कुमू म्हणून यी के वरीष्ठ
AACFC2833M -
पत्ता: घर/प्लॅट नं: 514, दलभल टॉवर्स, नरिमन पॉइंट,
मुं 21
गल्ली/रस्ता: -
ईमारतीचे नाव: -

लिहून देणार

वय 63

सही



2 नाव: शोभा नारायण -
पत्ता: घर/प्लॅट नं: 12/258, पाटणवाला मेंशन, फ्लॅक
रोड, सायन पूर्व मुं 22.
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -
पैन नम्बर: AB

लिहून घेणार

वय 37

सही

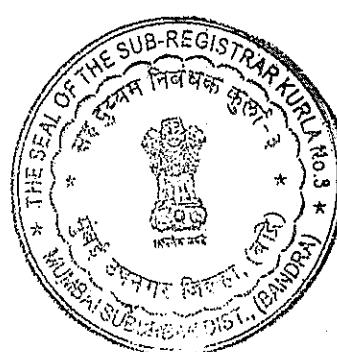


3 नाव: जी. शेखर -
पत्ता: घर/प्लॅट नं: वरीलप्रमाणे
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -
पैन नम्बर: AAGPI8691H

लिहून घेणार

वय 39

सही



G0

दस्त क्र. [वदर13-9728-2006] चा गोषवारा
वाजार मुल्य : 1633979 मोबदला 1392000 भरलेले मुद्रांक शुल्क : 76210

दस्त हजर केल्याचा दिनांक : 01/12/2006 01:51 PM
निष्पादनाचा दिनांक : 09/11/2006
दस्त हजर करणा-याची सही :

Sivadasa. Nanayam.

दस्ताचा प्रकार : 25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 01/12/2006 01:51 PM
शिक्का क्र. 2 ची वेळ : (फी) 01/12/2006 01:56 PM
शिक्का क्र. 3 ची वेळ : (कवुली) 01/12/2006 01:57 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 01/12/2006 01:57 PM

दस्त नोंद केल्याचा दिनांक : 01/12/2006 01:57 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तप्रवेज करून देणा-याचा व्यक्तीश ओळखात व त्यांची ओळख पटवितात.

1) विजय एस. हुमणे - , घर/फ्लॅट नं: ऑल्पिया वि. हिरानंदानी गार्डन्स पवई मुं. 76

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

2) रमणीक शाह - , घर/फ्लॅट नं: वरीलप्रमाण

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

दु. निवंधकाची सही
सह दु.नि.का-कुला 3

एस. एज. दुलोडे

इमाणित करण्यात येते की या दस्तामध्ये
एकूण... (१३) पाने आहेत.
वदर-१३/ १३५ / २००६
दुस्तक क्रमांक १ क्रमांकवर
मोंदला १३५०६
दिनांक

सह दुर्घम निवंधक कुला-३
मुंबई उपनगर जिल्हा

एस. एज. दुलोडे



Dated _____ day of _____ 200_____

B E T W E E N

M/s. CRESCENDO ASSOCIATES
... The Promoters

A N D

Mr./Mrs./Miss/M/s.

... The Purchaser/s

AGREEMENT FOR SALE

Flat No. _____ in the Building
"OCTAVIUS" on the _____ Floor.
