



# APARTMENT FOR SALE



## **SHREENATHJI**

ON LAND BEARING C. T. S. NO. 300/E, SURVEY NO. 21,  
HISSA NO. 17, O. P. NO. 140, F. P. NO. 197 OF T. P. S.  
OF VILLAGE EKSAR, TALUKA BORIVALI B. S. D.

DEVELOPERS

## **M/S. MAHAVIR ENTERPRISES**

7/101, Chankya Building, Panchsheel Enclave, Plot No. G, New Link Road,  
Mahavir Nagar, Kandivali (West), Mumbai 400 067.



Saturday, June 05, 2004

6:27:03 PM

55

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 5458

दिनांक 05/06/2004

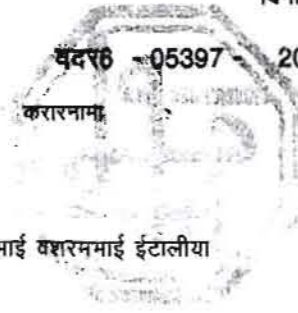
गावाचे नाव एक्सर

दस्तावेजाचा अनुक्रमांक

बंदर 05397 2004

दस्तावेजाचा प्रकार

करारनामा



सादर करणाराचे नाव: रमेशभाई वंशारामभाई ईटालीया

नोंदणी फी

17400.00

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

800.00

रुजगतात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (40)

एकूण रु.

18200.00

आपणास हा दस्त अंदाजे 6:41PM ह्या वेळेस मिळेल

मह. न्यायपालिका निदेशक वित्तमंत्रालय  
बोरीवली (बोरीवली)  
मुंबई-उपनगर जिल्हा.

बाजार नुल्य: 1738800 रु. मोबदला: 1684800 रु.

भरलेले मुद्रांक शुल्क: 87900 रु.

दस्तावेजाचा प्रकार : डीडी/घनाकर्षाद्वारे;

दस्तावेजाचे नाव व पत्ता: आम्हा बँक, मुं. 4;

डीडी/घनाकर्ष क्रमांक: 827326; रकम: 17400 रु.; दिनांक: 26/05/2004

576/04



दुय्यम निबंधक: बोरीवली 3 (बोरीवली)

दस्तक्रमांक व वर्ष: 5397/2004

नोंदणी 63 म.

Saturday, June 05, 2004

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

6:29:00 PM

गावाचे नाव : एकसर

- (1) वितेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा  
व बाजारभाव (भाडेपट्ट्याच्या  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नपूद करावे) मोबदला रू. 1,684,800.00  
बा.भा. रू. 1,738,800.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) सिटिएस क्र.: 300 वर्णन: विभागाचे नाव - एकसर ( बोरीवली ), उपविभागाचे नाव - 87/402  
(असल्यास) - मुभाग: लीक रोडच्या पूर्वेकडील व लोकमान्य टिळक रस्त्याच्या दक्षिणेकडील एकसर गावाचा  
सर्वे भूभाग.. सदर मिळकत सि.टी.एस. नंबर - 300 मध्ये आहे. सदरिका क्र. 602, 6 वा मजला,  
श्रीनारायजी बिल्डींग ,  
(3) क्षेत्रफळ (1) बांधीव मिळकतीचे क्षेत्रफळ 73.6 चौ.मी. आहे.
- (4) आकारणी किंवा जुळी देण्यात (1)-  
असेल तेव्हा
- (5) दस्तऐवज करून देण्या-या (1) मे/- महाविर एन्टरप्रायझिस तर्फे हेमंत सो. पटेल; घर/फ्लॅट नं: सी/101; गल्ली/रस्ता: -;  
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा ईमारतीचे नाव: चाणाक्य; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: पंचशील  
टिवाणी न्यायालयाचा हुकुमनामा कॉम्प्लेक्स, कांदीवली प. मुं.; पिन: -; पॅन नम्बर: -  
किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून घेण्या-या (1) रमेशभाई वशरमभाई ईटालीया; घर/फ्लॅट नं: 2/ए-11; गल्ली/रस्ता: जे. एस. रोड;  
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा ईमारतीचे नाव: रुस्तमजी रिजन्सी; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: दहीसर  
टिवाणी न्यायालयाचा हुकुमनामा प. मुं.; पिन: 68; पॅन नम्बर: -.  
किंवा आदेश असल्यास, वादीचे नाव (2) वषाबिन रमेशभाई ईटालीया; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -;  
व संपूर्ण पत्ता ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 24/05/2004
- (8) नोंदणीचा 05/06/2004
- (9) अनुक्रमांक, खंड व पृष्ठ 5397 /2004
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 87870.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 17400.00
- (12) शंरा

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

400

सं. ११३ अई.  
Gen 113-me.

मूळ प्रत  
ORIGINAL COPY [अहस्तांतरणीय]  
[NON TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place: MUMBAI दिनांक/Date: 10/04/2004

Received from: R. J. PATA (ITC Ltd)  
रु./Rs: 27900

on account of: SEVEN THOUSAND NINE HUNDRED AND NO PAYS

रोखपाल वा लेखापाल  
Cashier or Accountant

बदर-६  
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२००४

[Signature]  
(सही/Signature)

(परिचय/Designation)  
Sub-Registrar & Administrative Officer  
Mumbai - 23.



AGREEMENT

HCP  
R.V. 2004  
V.R. 16/11/04

THIS AGREEMENT made at Mumbai this 24<sup>th</sup> day of MAY  
2004 BETWEEN M/S. MAHAVIR ENTERPRISES, a partnership firm  
having its office at C/101, Chankya Building, Panchsheel Enclave, Plot  
No. G, New Link Road, Mahavir Nagar, Kandivali (West), Mumbai No 40  
067 hereinafter called the "THE DEVELOPER", (which expression shall  
unless it be repugnant to the context or meaning thereof be deemed to  
mean and include the co-ventures, executors, administrators, nominees  
and permitted assigns) of the ONE PART

AND

✓ Smt. K. M. Mrs. RAMESHBHAI V. ASHRAMBHAI ITALIA &  
SMT. VARSHABEN RAMESHBHAI ITALIA.

HCP  
R.V. 2004  
V.R. 16/11/04



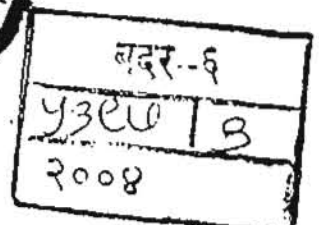
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Administrative  
Office Mumbai  
MAH - CCR & 10072  
Sub-Registrar & Administrative Officer  
Mumbai & Co.  
R. T. K. N. V. E.  
REGD. OFFICE  
INDIA  
R. 0087900 / P-10-5  
STAMP DUTY MAHARASHTRA  
SPECIAL REGISTER  
159/686  
MAY 15 2004  
SUD. REG.

hereinafter called "The PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the co-ventures, executors, administrators, nominees and permitted assigns) of the OTHER PART

WEHREAS

- a) One Shri. Dattatreya Chogle during his lifetime was seized and possessed of or otherwise well and sufficiently entitled to all that pieces or parcels of land situate lying and being village Eksar, bearing C.T S No. 300/E, Survey No. 21, Hissa No. 17, O. P. No. 140, F. P. No. 197 of T.P.S. III of Borivali admeasuring above 400.10 sq mts and 160.04 sq. mts. under 10 (2) D. C. Rules of Taluka Borivali, Mumbai Suburban District, Mumbai. More particularly described in the schedule written hereunder, (hereinafter referred to as "the said property".)
- b) The said Shri Dattatreya Chogle died on 25<sup>th</sup> July, 1969 and leaving behind i) Smt. Kusum D. Chogle (Wife) (ii) Mr. Mahendra D Chogle (Sons) (iii) Mr. Anil D. Chogle (son) (iv) Smt. Smita A. Desai (Married daughter) (v) Smt. Hemlata H. Naik (Married daughter) (vi) Smt. Snehalata D. Chogle (daughter) and (vii) Smt. Kanta Balwant Sharma (daughter).
- c) Whereas by declaration dated 28<sup>th</sup> December, 1984 given by (i).Smt Smita A. Desai (Married daughter) (ii) Smt. Hemlata H. Naik (Married daughter) (iii) Smt. Snehalata D. Chogle (daughter) and (iv) Smt. Kanta Balwant Sharma (daughter) relinquish their right,



H.C.P.  
P. V. S. S. S.  
V. R. I. S. S.

title in favour of their mother and brother namely i) Smt. Kusum D Chogle (ii) Mr. Mahendra D. Chogle (iii) Mr. Anil D. Chogle.

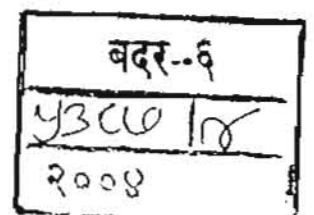
d) Whereas by the deed of partition dated 30<sup>th</sup> September, 1985, between the two brother Mr. Mahendra D. Chogle and Anil D. Chogle under the said partition it was decided that Mr. Mahendra D. Chogle own the said property.

e) Whereas after all above documents the Smt. Kusum D. Chogle and Mr. Mahendra D. Chogle become the owner the said property.

f) Whereas under the agreement for sale dated 30<sup>th</sup> December 1993 between Kusum D. Chogle and Mr. Mahendra D. Chogle as a vendor one part and one Shri. Jayesh Jayantilal Doshi as a purchaser on other part.

g) Whereas after receiving all the consideration under the agreement 30<sup>th</sup> December 1993 Smt. Kusum D. Chogle and Mr. Mahendra D. Chogle executed an irrevocable General Power of Attorney in favour of Mr. Jayesh Jayantilal Doshi.

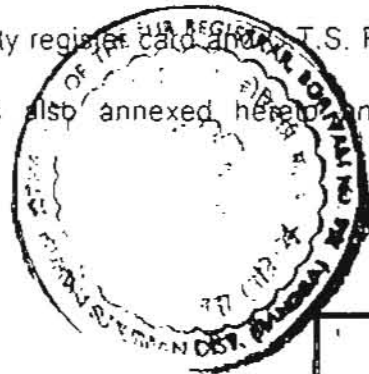
h) Whereas by virtue of joint venture agreement dated 23-8-2003 between Mr. Jayesh Jayantilal Doshi and M/s. Mahavir Enterprises through their partner 1) H. C. Patel & M. N Patel got all the right, title and interest given by Mrs. Kusum D Chogle and Mr. Mahendra D. Chogle to Mr. Jayesh Jayantilal Doshi



H.C.P.  
R.V. Patel

v. p. J. Patil

- i) Whereas the developer herein are in physical possession of the said property and they have absolute right to develop the said property
- ii) Whereas NOC under section 8(4) of the U.L.C. Act 1976 for developing the said property is obtained. A copy of the said order is annexed hereto and marked as Annexure "A".
- k) Whereas Shri Jayesh Jayantilal Doshi have, approached to the Municipal Corporation Greater Bombay and get sanction the plan under no. CHE/9885/BP(WS)/AR dated 13-12-95 and also revalid it on 2<sup>nd</sup> May, 2003. A copy of I. O. D. and letter of revalidation is annexed hereto and marked as Annexure "B".
- l) Whereas a commencement certificate bearing no. CHE/9885/BP (WS)/AR dated 24<sup>th</sup> December 1996. A copy of C. C. is annexed hereto and marked as Annexure "C".
- m) Whereas the developers advocate Mayur B. Pandya having based their investigation on the available documents and opined by virtue of their title certificates that the title of the property described in the schedule hereunder written is clear and marketable and free from all encumbrances and reasonable doubts, a copy of the title certificate is also annexed hereto and marked "Annexure D".
- n) The copies of the property register, the T.S. Plan in respect of the said property is also annexed hereto and marked as "Annexure E".



11.08  
P. S. ...  
V. P. ...

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o) The copy of list of amenities which is provided to the proposed building is annexed here which marked as "Annexure F".

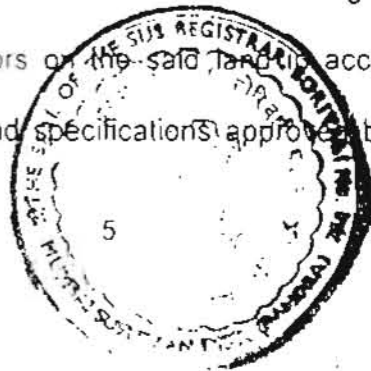
p) The Flat Purchaser/s has/have applied to the Developer for allotment of flat No. 602 on the 6<sup>th</sup> floor and space no. — in the building known as SHREENATHJI constructed and/or to be constructed on the said property more particularly described in the schedule hereunder written.

H.C.P.  
A.V.J. + family  
V.P. Indrekar

q) The Purchaser/s demanded from the Developer/s and Developer/s have given the inspection to the Purchaser/s of all the documents of title relating to the said property, the order converting user of the land to Non Agricultural, plans, designs and the specifications prescribed by the Developer's Architect, the Certificate of title, Revenue records and such other documents as specified under the Maharashtra Ownership Flats Acts 1963 (Regulations of the Promotion of the Construction, Sale, Management and Transfer) (hereinafter referred to as "the said Act") the Rules made thereunder, u/s. 4 of the said Act. The Developer is required to execute a written Agreement for sale of the said Flat with the purchaser and get registered under Registration Act.

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

1. The Developers shall construct the said building consisting of stilt and seven upper floors of the said land in accordance with the plans and designs and specifications approved by the concerned



H.C.P.  
P. J. Indrekar  
V.P. Indrekar

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local authority and which has been seen and approved by the Flat Purchaser/s. The Developers are entitled to make such variation and modifications in the plan as the Developer/s may consider necessary or as may be required by the concerned local authority and/or Government.

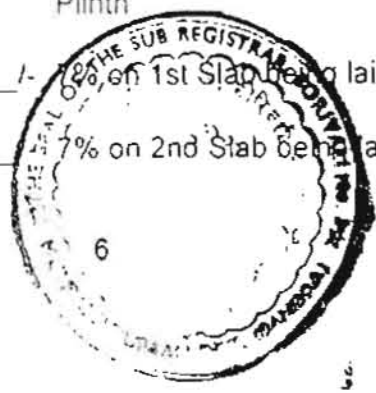
2. The Developer shall sell to the Purchaser/s and the Purchaser/s shall purchase and acquire from the Developer/s shall Flat No.

✓  
H.C.P. 602, on 6<sup>th</sup> Floor, Admeasuring 660' sq.ft. &  
R.V. ~~to~~ <sup>CARPET</sup> ~~built up~~ in the aforesaid building under construction on the said  
V.R. ~~to~~ <sup>Electric</sup> Property more particularly described in the Schedule hereunder written to be named as "SHREENATHJI" and shown on the Floor Plan annexed hereto and marked thereon by colored boundary line (For the sake of brevity hereinafter referred to "as the said flat") at and for the lump sum price of Rs. 16,84,800/-; Rupees sixteen Lacs

(H.C.P. Eighty four thousand eight hundred Only) which is  
R.V. ~~to~~ <sup>Electric</sup> inclusive of the cost of amenities agreed to be provided and all other common facilities to be provided for the residents of the Building.

3. The Purchaser/s agree/s to pay to the Developers the aforesaid consideration of Rs. 16,84,800/- as under

- a) Rs. 3,36,960/- i. 20% as earnest amount on Execution of this Agreement
- b) Rs. 2,52,720/- i. 15% on or before the completion of Plinth
- c) Rs. 1,17,936/- i. 6% on 1st Slab being laid
- d) Rs. 1,17,936/- i. 7% on 2nd Slab being laid



H.C.P.  
R.V. ~~to~~ <sup>Electric</sup>  
V.R. ~~to~~ <sup>Electric</sup>

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- e) Rs. 1,17,936/- /- 7% on 3rd Slab being laid
- f) Rs. 1,17,936/- /- 7% on 4th Slab being laid
- g) Rs. 1,01,088/- /- 6% on 5th Slab being laid
- h) Rs. 1,01,088/- /- 6% on 6th Slab being laid
- i) Rs. 1,01,088/- /- 6% on 7th Slab being laid
- j) Rs. 1,01,088/- /- 6% on Water Tank being constructed
- k) Rs. 67,392/- /- 4% Completion of Bricks Works
- l) Rs. 67,392/- /- 4% Completion of Plastering Work
- m) Rs. 67,392/- /- 4% Completion of Tiling / Painting & Electric work

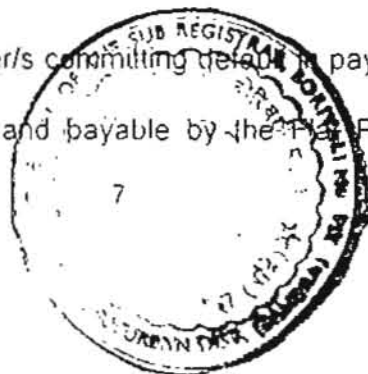
H.C.P. n) Rs. 16,848/- /- 1% at a time of possession of said flat.

R.V. Iteclia

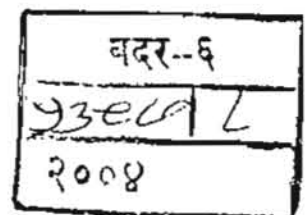
4. The Developers hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, restrictions, if any, which may have been imposed by the concern authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/Shop Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said flat.

5. The Flat Purchaser/s agrees to pay to the Developer/s interest at twenty four percent per annum on all the amounts which become due and payable by the Flat Purchaser/s to the Developer/s under the terms of this agreement from the date the said amount is payable by the Flat Purchaser/s to the Developer/s.

6. On the Flat Purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the



H.C.P.  
R.V. Iteclia  
V. R. Iteclia

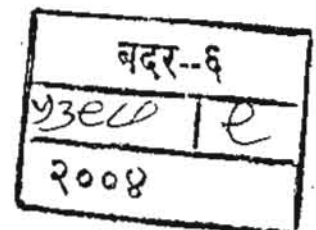


Developer/s under this Agreement (including his / her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser/s committing breach of any of the terms and conditions herein contained the Developer/s shall be entitled at their own option to terminate this Agreement:

PROVIDED ALWAYS THAT THE POWER of termination herein before contained shall not be exercised by the Developer/s unless and until the Developer/s shall have given to the Flat Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Flat Purchaser/s in remedying such breach or breaches within a reasonable time after being given such notice.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Developer/s shall refund to the Flat Purchaser/s the instalments of sale price of the flat which may till then have been paid by the Flat Purchaser/s to the Developer/s but the Developer/s shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount by the Developer/s, the Developer/s shall be at liberty to dispose off and sell the flat to such person and at such price as the Developer/s may in their absolute discretion.

H.C.P.  
D. V. ...  
V. R. ...

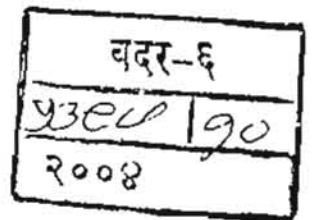


7. The fixtures, fittings and amenities to be provided by the Developer/s in the premises and the said building are those that are set out in Annexure "F" annexed hereto.
8. The Developer/s shall give possession of the premises to the Flat Purchaser on or before 31st day of December 2004. If the Developer/s fails or neglects to give possession of the flat to the Flat Purchaser/s on account of reasons beyond their and/or their agents control as per the provisions of section 8 of the Maharashtra Ownership Flats Act, the Developer/s shall be liable on demand to refund to the Flat Purchaser/s the amounts already received by them in respect of the flat from the Flat Purchaser/s with simple interest @ 18% p a. from the date the Developer/s received the sum till the date the amounts and interest thereon is repaid. PROVIDED THAT by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator.

PROVIDED THAT the Developer/s shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the flat is situated is delayed on account of :-

- i) Non-availability of steel, cement, other building materials, water or electric supply.
- ii) War, Civil commotion or act of God.
- iii) Any notice, order, rule and notification, of the Government and/or other public or competent authority.

H.C.P.  
R. V. ...  
V. R. ...



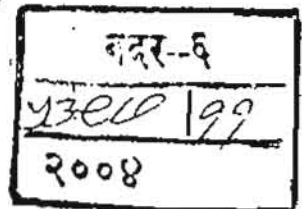
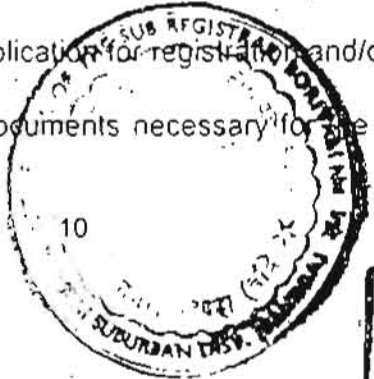
9 The Flat Purchaser/s shall take possession of the flat within fifteen days of the Developer/s giving written notice to the Flat Purchaser/s intimating that the said flats are ready for use and occupation.

PROVIDED that if within a period of one year from the date of handing over the Flat/s to the Flat Purchaser/s, the Flat Purchaser/s bring to the notice of the Developer/s any defect in the flat or the building in which the flat/s are situated or the material used therein or any unauthorised charge in the construction of the said building then wherever possible such defects or unauthorised changes shall be rectified by the Developer/s at their own costs and in case it is not possible to rectify such defects or unauthorised changes then the Flat Purchaser/s shall be entitled to receive from the Developer/s reasonable compensation for such defect or change

10. The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence/office/showroom/shop/godown for carrying on any industry or business. He/they shall use the garage or parking space only for purpose of for keeping or parking the Flat Purchaser's own Vehicle

11. The Flat Purchaser/s along with the other purchasers of Flat/s in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Flat Purchaser/s may decide any for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and

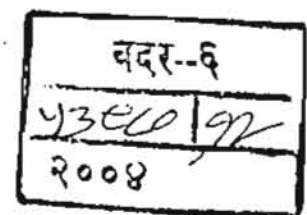
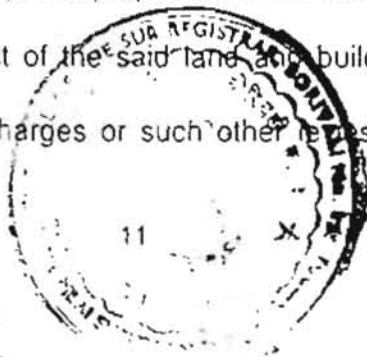
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S. P. ...



the registration of the society or Limited Company and for becoming a member, including the Bye-laws of the proposed society and duly fill in, sign and return to the Developer/s within seven days of the same being forwarded by the Developer/s to the Flat Purchaser/s, so as to enable Developer/s to register the organisation of the Flat Purchaser/s under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Rules, 1964. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

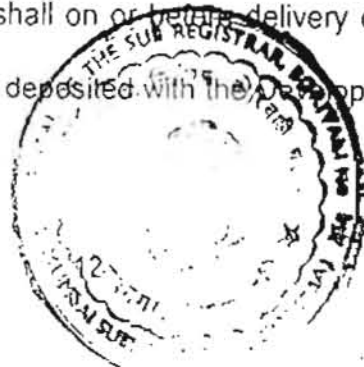
12. Within four months after the Developer/s are satisfied that the total F.S.I. of the said land is utilised and all the benefits of the F.S.I. under D.C. Rules is used on the said property and after the society is registered there after the Developer/s shall execute the conveyance in favour of the society and/or Limited Company and/or their nominee/s.
13. Commencing two weeks after notice in writing is given by the Developer/s to the Flat Purchaser/s that the flat is ready for use and occupation, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other taxes by the concerned

H.C.P.  
R. V. Sharma  
V. R. Jadhav



local authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society / Limited Company is formed and the said land the building/s transferred to it, the Flat Purchaser/s shall pay to the Developer/s such proportionate share of outgoings as may be determined. The Flat Purchaser/s further agrees that till the Flat Purchaser/s share is so determined the Flat Purchaser/s shall pay to the Developer/s provisional monthly contributions of Rs. 3000/- per month towards the outgoings. The amounts so paid by the Flat Purchaser/s to the Developer/s shall not carry any interest and remain with the Developer/s until a Conveyance/Assignment of lease is executed in favour of the Society or a Limited Company as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Developer's to the Society or the Limited Company, as the case may be. The Flat Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate shares of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

14. That Flat Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Developer/s the following amount :-



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- i) Rs. 1,500/- for legal charges.
- ii) Rs. 500/- for share, money, application, entrance fee of the Society or Limited Company.
- iii) Rs. 4000/- for formation and registration of the society or Limited Company.
- iv) Rs 36,000/- for proportionate shares of taxes and other charges for 12 month
- v) Rs. 3,000/- Cables, drainage, street light.

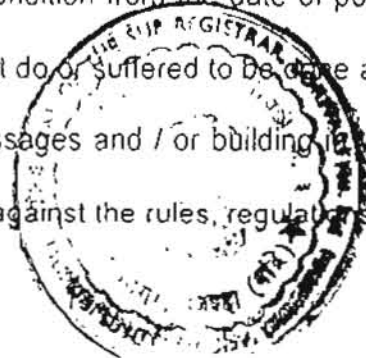
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Total Rs.45,000/-  
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14A. The flat purchaser shall pay @ Rs 14/- per sq. ft. as development charges to the Developers on execution of this Agreement.

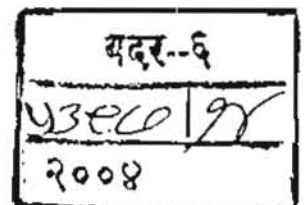
15. At the time of registration the Flat Purchaser/s shall pay to the Developer/s their share of Stamp Duty and registration charges payable, if any, by the said society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the society or Limited Company.

16 The Flat Purchaser/s do/h hereby covenant with the Developer/s as follows :-

- a) To maintain the flat at Flat Purchaser's own cost in good and tenable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the staircase or any passages and / or building in which the flat is situated, which may be against the rules, regulations or bye-laws or



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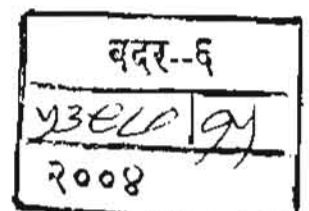


concerned local or any other authority or change or alter or make addition in or to the building in which the flat is situated.

- b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry to caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the Breach
- c) To carry at his/their own cost all internal repairs to the said flat/s and maintain the flat/s in the same conditions, state and order in which it was delivered by the Developer/s to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated. In the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other public authority.

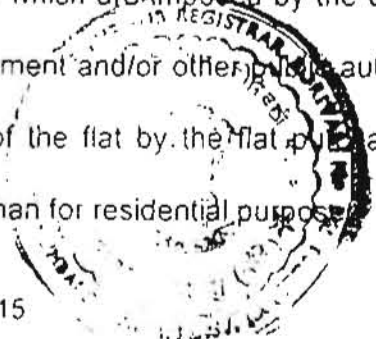


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P. S. D. S.  
V. R. Justice



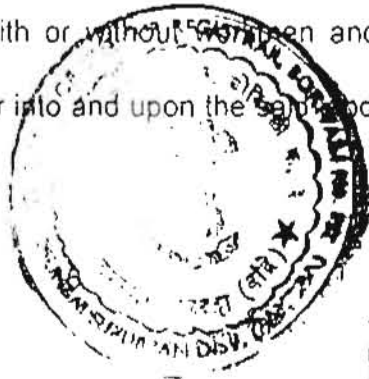
- d) Not to demolish or cause to be demolished the Flat or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and out side colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains pipes in the Flat and appurtenance thereto in good and tenantable repair and conditions and in particular, so as to support shelter and protect the other part of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C., Partis or other structural members in the Flat without the prior written permission of the Developer and / or the Society or the Limited Company.
- e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the flat is situated.
- g) 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 flat by the flat purchaser/s viz. user for any purposes other than for residential purposes.

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V. R. S. S. S.



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- h) The Flat Purchaser/s shall not let, sub-let, transfer, assign or part with Flat Purchaser interest or benefit of this Agreement of part with possession of the flat until all the dues payable by the Flat Purchaser/s to the Developer/s under this Agreement are fully paid up and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s has intimated in writing to the Developer/s.
- i) The Flat Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt 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 flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. That flat purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company regarding the occupation and use of the flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- j) Till a Conveyance of Building in which Flat is situated is executed the Flat Purchaser/s shall permit the Developer/s and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said land and buildings



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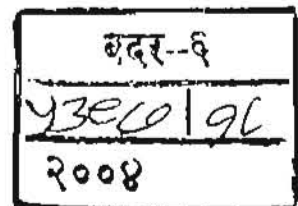
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or any part thereof to view and examine the state and conditions thereof.

17. The Developer/s shall maintain a separate account in respect of sums received by the Developer/s from the Flat Purchasers as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.
18. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise, or assignment in law of the said flats or of the said plot an Building or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc will remain the property of the Developer/s until the said land and building is transferred to the Society/Limited Company as hereinbefore mentioned.
19. Any delay tolerated or indulgence shown by the Developer/s in enforcing the terms of this agreement or any forbearance or giving of time to the Flat Purchaser/s by the Developer/s shall not be construed as a waiver on the part of the Developer/s of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall same in any manner prejudice the rights of the Developer/s.



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20. The Flat Purchaser/s and/or the Developer/s shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office for registration within the time prescribed by the Registration Act and the Developer/s will attend such office and admit the execution thereof.

21. All notices to be served on the Flat Purchaser/s as contemplated by this Agreement shall be deemed to have been served if sent to the Flat Purchaser by Registered Post A.D./Under Certificate of posting at his / her address specified below:-

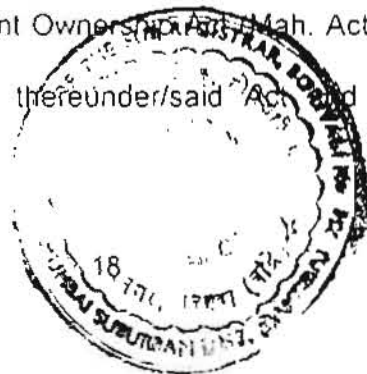
11 C P Rustomjee Regency ; Bldg no: 2/A-11 ,  
J.S. Road ; Dahisar (W).  
Mumbai - 400068.

R.V. Jadhav

22. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser/s the terrace-flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser/s. The said terrace shall not be enclosed by the Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developer/s or the Society, or as the case may be the Limited Company.

V. R. Jadhav

23. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Owners (Mah. Act No XV of 1971) and the rules made thereunder/said Act and the rules made thereunder.



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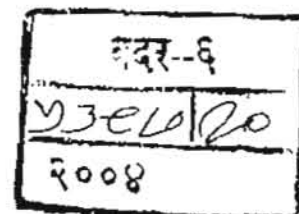
IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and the seals on the day and the year first hereinabove written

SCHEDULE OF THE PROPERTY

ALL that pieces or parcels of land situate lying and being village Eksar, bearing C.T.S. No. 300/E, Survey No 21, Hissa No. 17, O. P. No. 140, F. P. No. 197 of T.P.S. III of Borivali admeasuring above 400.10 sq mts and 160.04 sq. mts. under 10 (2) D. C. Board of Taluka Borivali, Mumbai Suburban District, Mumbai. piece and parcel of land or ground and Bombay Suburban and falling under 'R' North ward within the Municipal Corporation limits and bounded as follows:-

On or towards the North	: C.T.S. No.
On or towards the South	: D. P. Road
On or towards the West	: C.T.S. No.
On or towards the East	: C.T.S. No.

H.C.P.  
R.V. 41 vic.  
V. R. J. 11/11



COMMON AREA AND FACILITIES

Proportionate area of immediate landing area abutting the main door after landing on the said floor of the said premises to be shared equally by all premises holder as the said floor

Prorata right along with all purchaser of the premises in the said property in limited common area.

- i) Staircase
- ii) Staircase Landing
- iii) Entrance Hall
- iv) Lift/s

SIGNED SEALED AND DELIVERED )

By the withinnamed )

M/S. MAHAVIR ENTERPRISES )

in the presence of )

*For Mahavir Enterprises*

*J. Patel*  
Partner

*[Handwritten Signature]*

SIGNED SEALED AND DELIVERED )

By the withinnamed PURCHAER/S )

SHRI. RAMESHBHAI VASHRABHAI ITALIA )

SMT. VARSHABEN RAMESHBHAI ITALIA )

in the presence of )

*R. V. Sharma*  
*v. R. Jadhav*

*[Handwritten Signature]*



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RECEIPT

RECEIVED the day and the year first hereinabove written of and from the withinnamed Purchaser/s a sum of Rs. 2,00,000/-

(Rupees Two Lakh only)

\_\_\_\_\_ Only) by cheque/Draft

No. 968351 date 19/01/04 drawn on

Andhra Bank; Opera House to be paid by him / her to us.

WITNESSES :

1. K. N. S. Rao
2. S. S. S. Rao

WE SAY RECEIVED

For Mahavir Enterprises

Patel Partner

Partner



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Annexure 15

Office of the  
Engr. (P&R) Ward  
965-94-21,000 Forms.

This I.O.D./C.C. is issued Subject  
to the provisions of Urban Land  
(Ceiling and Control) Act, 1973  
EC/48

346  
Form  
88

In replying please quote No  
and date of this letter.

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

No. E. N./CE/ 9885 BS/AR of 199 -199

MEMORANDUM

Municipal Office,

Dombay, 13 DEC 1999

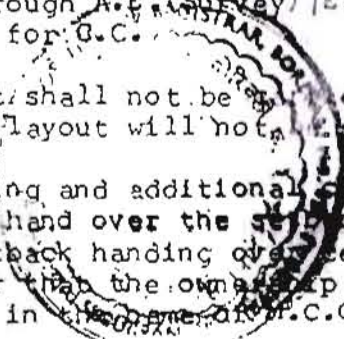
Shri M. D. Chogle

With reference to your Notice, letter No. 337 dated 15.12.99 and delivered on 15.12.99 and the plans, Sections, Specifications and Description and further particulars of your building at F.P.No. 137, O.P.No. 140, T.P.S. III, Borivali (W) furnished to me under your letter, dated 26.10.99, 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 up-to-date, my disapproval by the following reasons:-

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

1. That the Commencement Certificate under sec.44/69(1)(a) of the M.R.& T.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 the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
3. That the low lying plot will not be filled up to a 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 levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.O./or access roads/development of setback land will not be obtained from E.E.Road Construction (WS) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D.
5. That the Structural Engineer will not be appointed, as per Appendix XI (Regulation 5(3)(ix) will not be supervised by him.
6. That the structural design & calculations for the proposed work will not be submitted before C.C.
7. That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey) | E.E.(T&C) | E.E.(D.P.) | D.I.L.R. before applying for C.C.
8. That the sanitary arrangements shall not be worked out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
9. That the Registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of C.C.B. before C.C.
10. That the Indemnity Bond indemnifying the Corpn.for damaged risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C. starting the work.

330/23  
Supervision memo  
submitted by him



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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 9<sup>th</sup> Dec. 1999 day of ..... 199, but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or by-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals  
Zone, Wards.

#### SPECIAL INSTRUCTIONS.

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

(2) Under Section 63 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay 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 340 of the said Act.

(3) Under Bylaw, 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 then 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. ( ) inches above Town Hall Datum."

(4) Your attention is invited to the provisions of Section 152 of the Act whereby the person liable for property taxes is required to give notice of erection of a new building or occupation of a building which is vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever is earlier. 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.

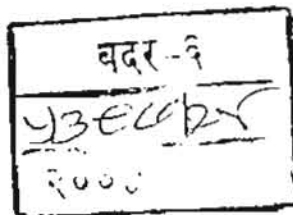
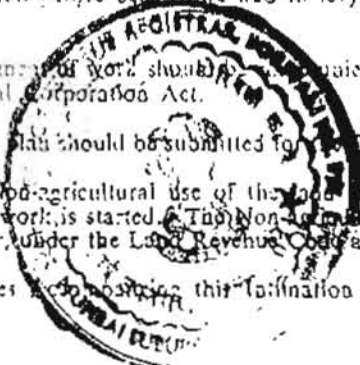
(5) Your attention is further drawn to the provision of Section 351-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Bombay to inspect your premises and to grant a permission before occupation and to levy penalty, for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be ascertained as per requirements of Section 147 (1) (a) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted to the Collector, Bombay Suburban District.

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

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



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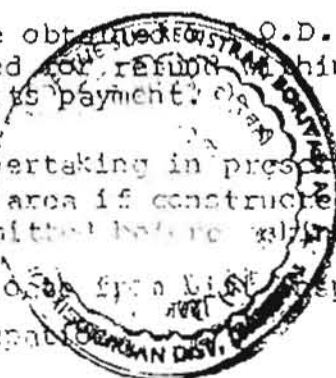
NO. CHZ/9885/BP (WS) /AR

- 11. That the qualified/Registered site supervisor through Architects/Structural Engineer will not be appointed before applying for C.C.
- 12. That extra water and sewerage charges will not be paid to A.E.W.W.R/North Ward before C.C.
- 13. That development charges shall not be paid before C.C.
- 14. That N.O.C. from A.A. & C.R/N shall not be submitted before C.C. & final N.O.C. shall not be submitted before C.C.
- 15. That copy of application made for N.A. permission shall not be submitted before C.C. & N.A. permission shall not be obtained before O.C.C.
- 16. That Water connection for construction purpose will not be taken before C.C.
- 17. That remarks from E.E. (Sew) Plg. Sub., E.E.T. & C., E.E.R.C. (WS), E.E. (S.W.D.) W.S. shall not be obtained before C.C.

GENERAL

B. CONDITIONS TO BE COMPLIED BEFORE O.C.

- 1. That the some of drains will not be laid internally with D.I. Pipes.
- 2. That the dust bin will not be provided as per C.C.'s Circular No. CE/9297/II of 26.6.1978.
- 3. That the surface drainage arrangement will not be made in consultation with E.E. (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for Occupation Certificate/B.C.C.
- 4. That 10'0" wide paved pathway upto staircase will not be provided.
- 5. 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 bldg. or submitting the B.C.C. whichever is earlier.
- 6. That the name plate/board showing plot No., Name of the bldg., etc. will not be displayed at a prominent place before OCC/BCC.
- 7. That carriage entrance shall not be provided before starting the work.
- 8. That the parking spaces shall not be provided as per D.C. Regulation No.36.
- 9. That B.C.C. will not be obtained if O.D. and debris deposit etc. will not be claimed for removal within a period of 6 years from the date of its payment.
- 10. That the registered undertaking in prescribed proforma agreeing to demarcate the access area if constructed beyond permissible limits will not be submitted before applying for C.C.
- 11. That completion certificate from a City Inspector shall not be obtained before occupation.
- 12. That final completion certificate from E.E. (Sew), E.E.R.C. (WS), E.E.T. & C., E.E. Sew. Plg. Sub. shall not be submitted before occupation.



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D. CONDITIONS TO BE COMPLIED WITH BEFORE P.C.C.

1. That certificate under section 270A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

It is hereby certified that the above  
 conditions are complied with  
 on 12.12.2003

12.12.

*[Signature]*  
 Executive Engineer  
 District Engineer (W.S.A.P. Works)

CERTIFIED TRUE COPY

*[Signature]*  
 R. [Name]  
 B. E. [Name]  
 Regd. [Name]  
 M. [Name] A/89/85



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५३५०/२५
२००३

This I.O.D./C.C. is issued Subject to the provisions of Urban Land (Ceiling and Regulation) Act, 1976

Office of the  
Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward  
Dr. Babagobh Ambodkar, Market Bldg.  
Kandivall (West), Mumbai-400 057.

**BRIHANMUMBAI MAHANAGARPALIKA**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")**

NO. CHE/ 9885 /BP (WS) (AP) /AR

24 DEC 1996

**COMMENCEMENT CERTIFICATE**

To, Shri. M. D. Chogle

Sr.

With reference to your application No. 7121 dated 15.2.95 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 348 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Residential Bldg.  
C.T.S. No. Final Plot No. 197  
at premises at Street -----  
Village Eksar Plot No. -----  
situated at Borivali (W) Ward R/N

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

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

This C.C. is restricted for work upto Stilt slab i.e. 1st slab level of

For and on behalf of Local Authority  
Brihanmumbai Mahanagarpalika

CERTIFIED COPY

R. J. Asha  
B. E. (C. M. I. E.)  
Regu. No. M-28475  
C. G. M. -A/89/LS

Rohan Borkar  
Asst. Engineer, Building Proposal (West. Sub.)  
'P' & 'R' Wards

CHE/ 9885/ BPIWS/AR

8) This c.c. is now reendorse for still slab level as per amended approved plan dated 21/5/2003

11 3 MAY 2003

*Agarwal*  
A.E. (B.P)K

9) This c.c. is now further extended for entire work still + four upper floors as per approved amended plan dt. 21/5/03.

12.9 AUG 2003

*Agarwal*  
A.E. (B.P)K

10) This c.c. is now further extended for entire work i.e. still + six upper floors as per approved amended plan dt. 18/3/2004.

31 MAR 2004

*Agarwal* 31/3/04  
A.E. (B.P)K/N

CERTIFIED TRUE COPY

R. J. ASHAI

B. E. (C. M. I. B.)

Regn. No. M-28475

M. C. G. M. -A/89/LS



बदर-६  
यशवन्त

No. C/ULC/Desk-XV/6(1)/SR-MLBc/586

Office of the  
Additional Collector &  
Competent Authority,  
(U. L. C.) Cr. Bombay  
New Administrative Building,  
1st Floor, opp. Mantraaya,  
Bombay - 400 032.

Date :- 9-6-89

To,  
Smt. Kusun Dattatray Chogle and Ors,  
Babhai Gaothan, Borivali (West)  
Bombay - 400092.

Sub : The U.L. (C & R) Act, 1976

Application in the matter of

Ref : Your application dated 14.3.89  
Statement u/s. 6(1) of the U.L.  
(C & R) Act, 1976.

Sir,

It is seen from the application mentioned above and  
from the other documents/information supplied by you, in  
respect of the land as shown below :-

<u>Location</u>	<u>S. No./CFS No.</u>	<u>Area in Sq. Mtrs.</u>
Eksan	21/17 164	578.70
Taluka	164/1 to 6	463.50
Borivali	202, 202-1 TPS III P.P. 197	400.10
		<hr/> 1442.30

That the land is held by the following co-sharers in the shares  
as shown against their names as per the property Register  
Extract, V.F.VII-XII/Mutation Entries Nos.

<u>NAME</u>	<u>SHARE</u>
1) Smt. Kusun Dattatray Chogle	1/3
2) Shri. Mahendra Dattatray Chogle	1/3
3) Shri. Anil Dattatray Chogle	1/3

In view of the shares in the land mentioned above,  
it is seen that, the land held by the above co-owners is  
within ceiling limit.

In the circumstances, the statement filed by you u/s.  
6(1) of the Act is closed. The property, therefore, does not  
attract the provisions of Chapter III of the U.L. (C & R) Act, 75  
so far as acquisition of excess vacant land is concerned.

(P.T.O.)

बदर-६
५३६०२६
२००८



This letter is issued at your risk in respect of any dispute regarding the title over the property mentioned above and subject to the following conditions :-

- 1) That the information/documents supplied by you are correct and genuine.
- 2) That if any of the co-owners relinquishes his share or shares or the shares of the any co-owners are conferred upon other co-owners on account of some reason or others and if thereby the share of any co-owners exceeds the ceiling limit under the Act, the person whose share so exceeds is required to file ~~ixx~~ a statement u/s.15 of the Act.
- 3) If it is found hereafter that, information supplied by you is incorrect and you are found to hold surplus vacant land, you will be liable for the consequences as per law.
- 4) That you or any members of your family is not holding any other vacant land/land with building with a dwelling unit therein, in any place where the U2L(E & R) Act 1976 is applicable.

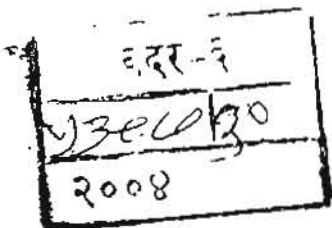
Yours faithfully,



*[Signature]*  
Deputy Collector and Competent Authority (U.L.C.) Cr. Bombay

CERTIFIED TRUE COPY

*[Signature]*  
R. J. Ashar.  
E. E. (C. M. I. E.)  
Regn No M-28473  
M. C. G. M. -A/89/LS



Annex 17

**MAYUR B. PANDYA**

S. Com. L. L. B  
Advocate High Court

Office :

C/o. Mehta House,  
Turel Pakhadi Road, Malad (W),  
Mumbai-400 064.  
Tel. : 889 95 32, 881 23 83

1 Floor, Sai Prasad,  
Pakhadi Road, Malad (W),  
Mumbai-400 064.  
Tel. : 881 12 21

Ref. No. \_\_\_\_\_

Date 13.08.03

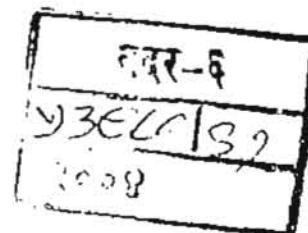
TO WHOMSOEVER IT MAY CONCERN

Ref.: All the peace and parcel of the land bearing  
C.T.S. No. 300/E, Survey No. 21, Hissa No:  
17, O.P. No. 140, F.P. No. 197 of T.P.S. III,  
Borivali (West) admeasuring about 400.10  
sq.mtrs. And 160.04 sq.mtrs. under 10(2)  
D.C, Rules of Village Eksar, Taluka Borivli in  
the Registration District and Sub-District of  
Mumbai City and Mumbai Suburban

OWNER : MR. MAHENDRA DATTATRAYA CHOGLE  
&  
MRS. KUSUM DATTATRAYA CHOGLE

As per the record the above referred property originally owned by  
Dattatraya Chogle.

Whereas Dattatraya Chogle was died on 25<sup>th</sup> July 1969 and after  
his death (1) Smt. Kusum D. Chogle (Wife), (2) Mahendra D.  
Chogle & Anil D Chogle (Son) alongwith their four married



# MAYUR B. PANDYA

Resi. :

11/11 Floor, Sai Prasad,  
Turel Pakhadi Road, Malad (W),  
Mumbai-400 064,  
Tel. : 881 12 21

B. Com. L. L. B.  
Advocate High Court

Office :

C/o. Mehta House,  
Turel Pakhadi Road, Malad (W),  
Mumbai-400 064,  
Tel. : 889 95 32, 881 23 83

Ref. No. \_\_\_\_\_

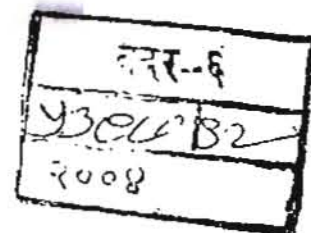
Date \_\_\_\_\_

daughter (1) Smt Smita A. Desai (2) Hemlata H. Naik (3) Snehalata D. Chogle (4) Smt. Kanta Balwant Sharma was only legal heirs of Late Shri Dattatraya Chogle

Whereas Smt Kanta Balwant Sharma was also died and leaving behind her Smt. Neena Vikram Nair & Asit Balwant Sharma being Daughter and Son respectively of the said Deceased Smt. Kanta Balwant Sharma.

Whereas by Declaration dated 28<sup>th</sup> December 1984 all the four sisters have release their right, title, interest in favour of their brother namely Mahendra D. Chogle & Anil D. Chogle and their mother Smt. Kusum D. Chogle.

Whereas by Partition Deed dated 20<sup>th</sup> December, 1984 and 30<sup>th</sup> September, 1985 between Mahendra D. Chogle & Anil D. Chogle under the said Partition. The above Partition dated 28<sup>th</sup> December, 1984 it was decided that Mahendra D. Chogle was the only owner above referred property and the same was confirmed by Declaration dated 3<sup>rd</sup> August, 1988.



## MAYUR B. PANDYA

Resi. :

111 Floor, Sai Prasad,  
Turel Pakhadi Road, Malad (W),  
Mumbai-400 064.  
Tel. : 881 12 21

B. Com. L. L. B.  
Advocate High Court

Office :

C/o. Mehta House,  
Turel Pakhadi Road, Malad (W),  
Mumbai-400 064,  
Tel. : 889 95 32, 881 23 83

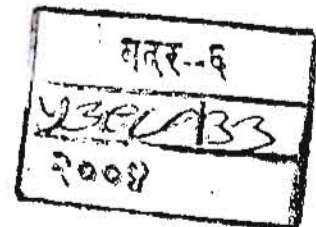
Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

Whereas under the all referred document and declaration as per my opinion the above referred property was now only own by Smt. Kusum D. Chogle & Mahendra D. Chogle. I have also gone through the B Form T.P.S. it seem that property own by Mahendra D Chogle.

I have gone through the revenue Record and search report pertaining to the aforesaid property and in my opinion the title of the aforesaid owners is free from any encumbrance and marketable.

*M. Pandya*  
Yours Truly,

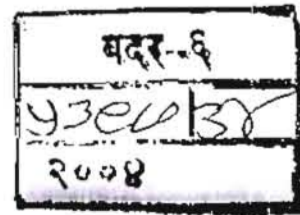


Annexure - "F"

LIST OF AMENITIES

- Good Quality Granite Flooring in entire Flat
- Granite Kitchen platform with Stainless Steel sink and DADO with Glazed Tiles.
- Elevator of Reputed makers
- Powder coated Aluminum Sliding window with Tinted Glass.
- Concealed plumbing with "Jaguar" fittings
- Concealed copper wiring and Adequate Electrical points.
- Three phase meter will be provided to each flat
- Provision of pipe gas connection
- Telephone socket in Living Room & Bedroom
- T.V. Cable outlets in Living Room & Bedrooms
- Tiles in Bath/toilets upto door level
- Boiler/Gyser will be provided in each Bathroom/Toilets.
- Distemper painted flats with P O P. Finish
- Main panel door with Quality Brass Fittings & Safety Locks.

Note : All the Plans, Drawings, Amenities, Facilities etc. are subject to the Approval of Respective Authorities and would be changed, if necessary. The direction remains with the developers



APP. NO. 2008

EXTRACT FROM THE PROPERTY REGISTERED CASE

CITY SURVEY 6007 VADLA 10/10000

DIST: BOMBAY  
SUB-DIST: BOMBAY  
TALUKA

City Survey	Area Sq. Mtrs.	Taxes	Particulars of assessment for rent paid to Government and when due for revision
6007	10000		


Easement

Holder in Possession  
Origin of the title so far as traced  
2007  
31/03

Lease

Other Encumbrances

Other Remarks

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (e) %	Attention
			 <p>बतल-६ २७/१२/८७</p> <p>महाराष्ट्र शासन महानगरपालिका कार्यालय बतल-६, बतल-६</p>	

CERTIFIED TRUE COPY



J. ASH  
C. M. E.  
Roll No. M-28475  
M. O. G. M. - A/89/LS

बतल-६  
२७/१२/८७  
२००४

FORM 1  
 (See notes 6(+) and 21(1))  
 TOWN PLANNING SCHEME DORTMUND RD. III (PART I)  
 Redistribution and Valuation Statement

NAME OF LAND	Tenure	Survey Number	Number	Area in sq. m.	ADJUDICATED VALUE			PROMOTED VALUE			Contribution (+) / Compensation (-) (Column 9(c) minus column 9(d))	Excess (Column 9(b) minus Column 9(c))	Contribution to / (out of) column 12	Adjustment (+) or Deduction (-) to / (out of) column 12 made under other systems	Net demand from (+) or by (-) owner, being the difference of column 12 and column 13				
					*Rate of Original value	Without reference to value of structures	Inclusive of structures	*Rate of Best value	Without reference to value of structures	Inclusive of structures									
2000/2	140	66/2000	40	36716.00	26716.00	26716.00	197	400.10	45	18004.50	18004.50	95	30009.50	30009.50	6711.50	20005.0	10002.50	-	1291
2000/2 140 66/2000 40 36716.00 26716.00 26716.00 197 400.10 45 18004.50 18004.50 95 30009.50 30009.50 6711.50 20005.0 10002.50 - 1291																			

8002  
 9321  
 8-11-8



TOWN PLANNING SCHEME DORTMUND RD. III (PART I)

CERTIFIED TRUE COPY  
 B. I. ASH  
 R. P. (C. M. 112)  
 Regd. No. 218415  
 B. C. O. M. RESULTS

Notes: (a) Value shown in the value of the original plot is subject to the provisions of the Act and the Regulations thereunder. (b) The value of the original plot is subject to the provisions of the Act and the Regulations thereunder. (c) The value of the original plot is subject to the provisions of the Act and the Regulations thereunder.

Annexure F  
- 28 -

BRIHANMUMBAI MAHANAGARPALIKA

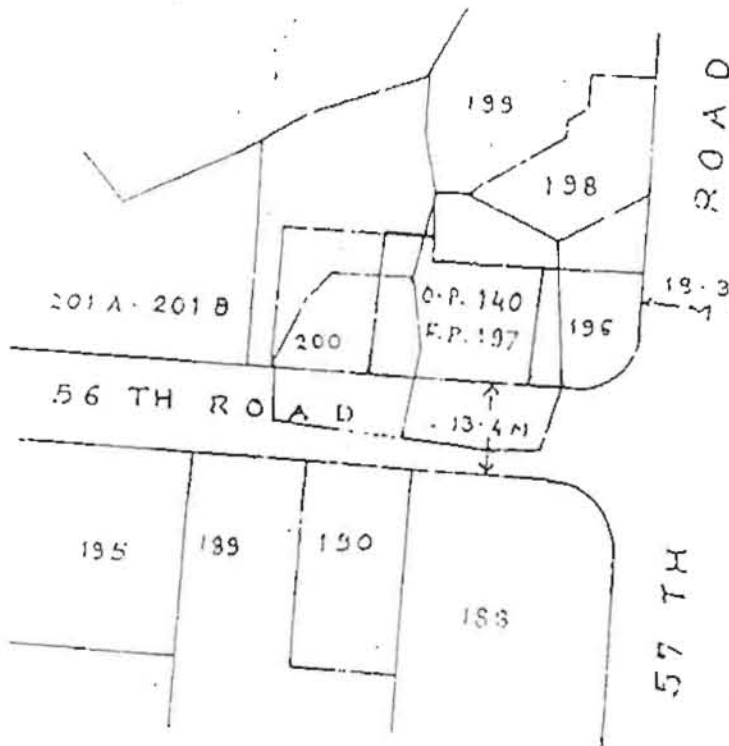
PART PLAN OF T.P.S. NO. III BORIVALI (FINAL)

PLAN SHOWING O.P. NO. 140 & F.P. NO. 197

- 1. Existing Boundary Shown (Grey)
- 2. Original Plot Shown in Green line
- 3. Final Plot Shown in Red line
- 4. Future road widening Shown (Blue)
- 5. Shopping use shown (Blue)



SCALE : 1 CM : 10 METRS



The certified copy of plan is given for O.P. & F.P. boundaries only without prejudice to the status of structures on the land under reference.

TRUE COPY

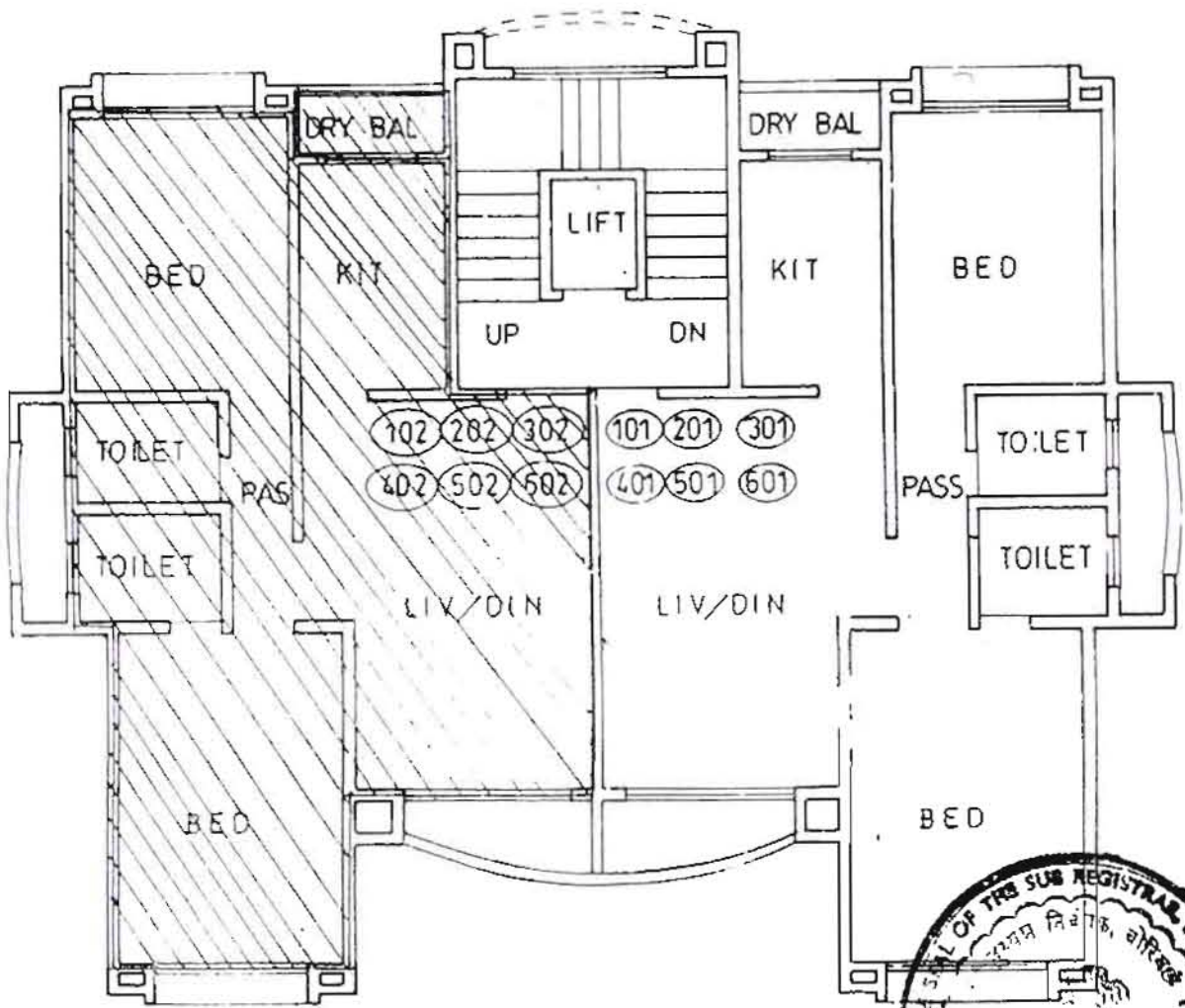
This plan / Form 1/D is to be read with letter No. CHE/DP/.....168.....TPS and AE/TF (V) / date 17.05.2001

Prepared By.....  
Checked By.....  
3514/2001

ASSISTANT ENGINEER  
(TOWN PLANNING)

बदर-६  
५३६८६५  
२००८





TYPICAL FLOOR PLAN  
FIRST TO SIXTH FLOOR

FLAT No: 602

DEVELOPERS

PURCHASERS

For Mahavir Enterprises

1) R. V. Jadhav

*(Signature)*  
Partner

2) V. R. Jadhav

वदरं-६  
430013  
२००३

ARCHITECT		DEVELOPER
R. J. ASHAR 6/134, NITYANAND NAGAR-4, S. N. MARG, ANDHERI (E), MUMBAI 400-069	SHREENATHJI F. P. NO. 197, T P S III, 55 th ROAD, BORIVALI (W), MUMBAI.	MAHAVIR ENTERPRISES CHANAKYA MAHAVIR NAGAR, KANDIVLI (W), MUMBAI.



दस्त गोषवारा भाग - १



बदर 6
दस्त क्र 5397/2004

05/06/2004      दुय्यम निबंधक:  
6:28:41 pm      बोरीवली 3 (बोरीवली)

दस्त गोषवारा भाग-1

दस्त क्रमांक : 5397/2004  
दस्ताचा प्रकार : करारनामा

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव रमेशभाई वसंतरावराव इंदलजीराव पत्ता घर/फ्लॅट नं. 205/11 गल्ली/रस्ता नो. एम रोड ईमारतीचे नाव कस्तुरबाजी रिजल्टी ईमारत नं. पेठ/वसतीस्थान शहर/गाव तालुका बोरीवली प. म. पिन 406 पॅन नंबर	लिहून घेणार  वय 32  सही <i>[Signature]</i>		
2	नाव बसोबेन रमेशभाई इंदलजीराव पत्ता घर/फ्लॅट नं. बोरीवलीपंचाणे गल्ली/रस्ता ईमारतीचे नाव ईमारत नं. पेठ/वसतीस्थान शहर/गाव तालुका पिन पॅन नंबर	लिहून घेणार  वय 30  सही		
3	नाव मे/ महाशिव पुनरुपायशेखर तर्फे हेमंत श्री गडेल पत्ता घर/फ्लॅट नं. 301/101 गल्ली/रस्ता ईमारतीचे नाव चण्णाबाग ईमारत नं. पेठ/वसतीस्थान शहर/गाव तालुका पंचशील औद्योगिक, कांदीवली प	लिहून घेणार  वय 48  सही <i>[Signature]</i>		

बदर--६
300/30
२००४





दस्त गोषवारा भाग - 2

वदर6

दस्त क्रमांक (5397/2004)

दस्त क्र. [वदर6 5397 2004] चा गोषवारा  
वाच्यार मूल्य 1738800 गोषवारा 1998/9900 भरवेले नूदाक शुल्क 8/900

मासुती क्र.:5458 दिनांक:05/06/2004  
मासुतीचे वर्णन  
नाम: रमेशभाई वशरवभाई इटालीया

दस्त क्र. 42 केव्याचा दिनांक 05/06/2004 05:22 PM  
विषयावयाचा दिनांक : 24/05/2004  
दस्त भरकर करणा-याची सही :

17400 : नोंदणी फी  
800 : नक्कल (अ. 11(1)), पृष्ठांकना  
(अ. 11(2)).  
रुजवात (अ. 12) व छायाचित्रण (अ. 13)  
एकत्रित फी

दस्ताचा प्रकार (25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 05/06/2004 05:22 PM  
शिकका क्र. 2 ची वेळ : (फी) 05/06/2004 05:28 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 05/06/2004 05:28 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 05/06/2004 05:28 PM

18200: एकूण  
दु. निर्बंधकाची सही. बोरीवली 3 (बोरीवली)

दस्ता नोंद केव्याचा दिनांक : 05/06/2004 06:28 PM

ओळख :  
खालील इराम अरो निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीस ओळखतात,  
व त्यांनी प्रोजेस परतवितात  
1) काशील शर्मा, घर फ्लॅट नं 6  
गल्ली, रस्ता :  
ईमारतीचे नाव भसीन  
ईमारत नं.  
पेट/वसाहत  
शहर/गाव  
तालुका संगमोली पु. मु.  
पिन 66  
2) मासुती न्यावरकर, घर फ्लॅट नं वरीनप्रमाणे  
गल्ली/रस्ता:  
ईमारतीचे नाव  
ईमारत नं.  
पेट/वसाहत  
शहर/गाव:  
तालुका:  
पिन.:

वदर-6  
5397/2004  
२००४

दु. निर्बंधकाची सही  
बोरीवली 3 (बोरीवली)



अज्ञाणित करणेत येते की, या  
दस्तामधील सही ... पाने आहेत.

सह. दुय्यम निर्बंधक बोरीवली-३  
सुषर् अणनगर जिल्हा.

वदर : 5397/2004  
पु. नं. 05/06/2004 वर  
न्यावरकर  
दि. 05/06/2004

सह दुय्यम निर्बंधक, बोरीवली-३  
सुषर् अणनगर जिल्हा.

.....  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2004  
.....

BETWEEN

M/S. MAHAVIR ENTERPRISES

..... Developers

AND

Shri/S<sup>mt</sup> ~~M/s.~~ RAMESHBHAI VASHRAMBHAI ITALIA

Smt YARSHA BEN RAMESHBHAI ITALIA

..... Purchaser/s

=====

**AGREEMENT FOR SALE**

OF FLAT NO. 602 ON 6<sup>th</sup> FLOOR

IN THE BUILDING NAMED

**"SHREENATHJI"**

ON LAND BEARING C.T.S. NO. 300/E,  
SURVEY NO. 21, HISSA NO. 17, O.P. NO. 140,  
F.P. NO. 1970F T.P.S. OF VILLAGE EKSAR,  
TALUKA BORIVALI B.S.D.

=====