

(Customer Copy)

THE BANK OF RAJASTHAN LTD.

Deposit Br. Date: 17/04/07

Pay to: The Bank of Rajasthan Ltd. Stamp FRK/A/C

Frinking Value	Rs.	83800
Service Charges	Rs.	10
Total	Rs.	83810

Name of Stamp duty paying party:

Shaikh Abdul
Gaffar
23 Trishakti Co-op
Hsg Society
Sakinaka Pipeline
Mumbai-72

DD / Cheque
Drawn on Bank 17/04/07
The Bank of Rajasthan
Chandoli Branch

(For Bank's Use only)

Tran ID

Frinking Sr. No.

Officer

ADHS-1/25,000 P x 15.1/2005

DEPOSIT SLIP

THE BANK OF RAJASTHAN LTD.



22	07	9
2007		

AGREEMENT FOR SALE

This Agreement made at Mumbai this 17th day of April 2007 between
 Shri Gopal Housing and Plantation Corporation, a partnership firm carrying on business in construction work as builders, having their place of business at 1st Floor, Millennium Tower, Behind IOC Petrol Pump, I.I.T. Powai, Mumbai - 400 076, hereinafter referred to as Owners or Promoters, which expression shall unless repugnant to the context or meaning thereof mean and include all the partners of said firm for the time being and the heirs, executors, administrators, successors and assignee of the surviving partner of the one part and Shri./Smt. SHAIKH ABDUL GAFFAR (NRI) Indian, Mumbai residing at 23, Trishakti Co-op Hsg. Society, Sakinaka Pipeline, Mumbai 400072 hereinafter referred to as the Purchaser of Flat/Row House/Shop/Garage', which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators, successors and assigns of the other part.

THE BANK OF RAJASTHAN LTD.
 MUMBAI
 D-5 201 P (A) CR
 2004/2052 54 104

भारत 69308
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 Special Adhesive
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 महाराष्ट्र
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पावती क्र. : 2287

गावाचे नाव साकी

दिनांक 18/04/2007

दस्तावेजाचा अनुक्रमांक वदर7 - 02280 - 2007

दस्तावेजाचा प्रकार कर्णारनामा

सादर करणाराचे नाव: शेख अब्दुल गफार - -

नोंदणी फी	20250.00
वकल (अ. 11(1)), पृष्ठांकनाची नकल (आ. 11(2)), जवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (37)	740.00
एकूण	रु. 20990.00

गणास हा दस्त अंदाजे 3:14PM ह्या वेळेस मिळेल

hm

दुय्यम निबंधक
सह दुय्यम निबंधक मुंबई-१,
मुंबई उपनगर जिल्हा.

मुल्य: 1915902 रु. मोबदला: 2023000 रु.

मुद्रांक शुल्क: 83800 रु.

प्रकार : डीडी/ कर्णारनामा

पत्ता: कर्णारनामा

कर्णारनामा क्रमांक: 433400 रकम: 20000 रु. दिनांक: 16/04/2007

समाशोधनाच्या अधिन राहून.

DELIVERED

Rish. U

Whereas, the Owner by virtue of the indenture of sale dated 30th March 1964 made between Sr. Mohammad Yusuf Trust and Shri Gopal Sharma, one of the partners of Gopal Housing and Plantation Corporation are seized and possessed of and or otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 20,690 sq. mtrs. Bearing C. S. T. No. 77, 77/50, 77/51, 77/52, 77/53 lying being and situated at Village Saki, Off Saki Vihar Road, (hereinafter referred to as the property) more particularly described in the schedule I hereunder written and delineated on the plan annexed hereto.

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And Whereas, the said land was declared as surplus land by competent authority appointed under Urban Ceiling Act.

And Whereas, the owners obtained Exception Order bearing No. BOM 1992/762/ ULC-1 dated 20th July 1994 from the Under secretary to the Government of Maharashtra.

And Whereas, the owners have submitted the plans to the Mumbai Municipal Corporation for development of the land and putting up buildings thereon and Mumbai Municipal Corporation has sanctioned lay out plan under CE/3555/BPES/LOL dated 8th oct 1994.



And Whereas, I. O. D. and works Commencement Certificate have been issued by the Mumbai Municipal Corporation of Greater Mumbai and the Owners have commenced development.

In the development on this plot there is some deficiency in segregating distances for which the would be occupier shall not make any complaint to the planning authority.

And Whereas, the promoters are constructing composite scheme including multi-storeyed building consisting of flats Commercial Building on the said land, which according to the said exemption order of the competent authority, would be made available to the owner for sale of Flats/Shops/Garage. The said buildings and the land on which they are constructed are hereinafter collectively referred to as "the property".

And Whereas, the title of the owner is certified by Raymond Samuel as per their certificate of title a copy of which is annexed hereto and marked with letter 'A'

Raymond Samuel
P

And Whereas, the Purchaser approached the Promoters and made an application for allotment of Flat.

And Whereas, prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960, (Maharashtra Act No. XXIV of

दस्त गोषवारा भाग - 2

वदर7

दस्त क्रमांक (2280/2007)

30/30

दस्त क्र. [वदर7-2280-2007] चा गोषवारा
बाजार मुल्य :1915902 मोबदला 2023000 भरलेले मुद्रांक शुल्क: 83800

दस्त हजर केल्याचा दिनांक :18/04/2007 02:55 PM
निष्पादनाचा दिनांक : 17/04/2007
दस्त हजर करणाऱ्याची सही :

दस्ताचा प्रकार :25) करारनामा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 18/04/2007 02:55 PM
शिवका क्र. 2 ची वेळ : (फ्री) 18/04/2007 03:00 PM
शिवका क्र. 3 ची वेळ : (कडुली) 18/04/2007 03:01 PM
शिवका क्र. 4 ची वेळ : (ओळख) 18/04/2007 03:01 PM

दस्त नोंद केल्याचा दिनांक : 18/04/2007 03:01 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्ताऐवज करून देणा-यांना व्यक्तीशःओळखतात,
व त्यांची ओळख पटवतात.

- 1) अमोल भोईर - - , घर/फ्लॅट नं: सी 1/701, साकी विहार कॉम्प्लेक्स, साकी बाका मुं 72
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं:-
पेट/वसाहत:-
शहर/गाव: -
तालुका: -
पिन: -
- 2) राजेश के तिवारी - - , घर/फ्लॅट नं: वरीलाममाणे
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं:-
पेट/वसाहत: -
शहर/गाव: -
तालुका: -
पिन: -



दु. निबंधकाची सही
कुर्ला 2 (विक्रोळी)

एम. ए. हामेद

पावती क्र.:2287 दिनांक:18/04/2007
पावतीचे वर्णन
नाव: शेख अब्दुल गफार - -

20250 :नोंदणी फी
740 :नक्कल (अ. 11(1)),पृष्ठांकनाची नक्कल
(अ. 11(2)).
रुजवात (अ.12) व छायाचित्रण (अ. 13) - >
एकत्रित फी

20990: एकूण

दु. निबंधकाची सही, कुर्ला 2 (विक्रोळी)

एम. ए. हामेद

प्रमाणित करण्यात येते कि या दस्तामध्ये
एकूण ~~सदस्तीस~~ (30)पाने आहेत.
बदर-७/....२२.८०...../२००७
पुस्तक क्रमांक १ क्रमांकवर
नोंदला. १८/०४/२००७
दिनांक

सह दुय्यम निबंधक, कुर्ला-२
मुंबई उपनगर जिल्हा.
एम. ए. हामेद

1960) and the Urban Land (Ceiling and Regulation) Act, 1976, the Flat Purchaser has made a declaration to the effect firstly, that neither the purchaser nor the members of the family (Family as defined under the Urban Land Ceiling and Regulation Act, 1976) Own tenement(s) house or building within the limits of Mumbai Municipal Corporation.

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And Whereas, the Promoters have agreed to sell and the Purchaser has agreed to purchase Flat No. 605 in building No. 7 named — on 6th floor of wing — (hereinafter referred to as "the said premises") for the consideration and on the terms and conditions mentioned hereinafter.

And Whereas, the parties hereto desire to record the terms and conditions between them as hereinafter appearing.

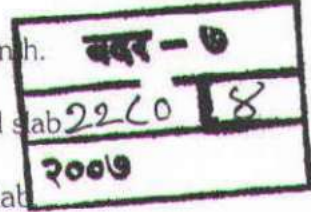
NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-



1. The Promoters do hereby agree to sell and the Purchaser does hereby agree to purchase Flat No. 605 on 6th floor admeasuring about 850 sq. ft. built up area in the building Numbered 7 wing — named — (hereinafter more specifically described in Schedule II hereinafter appearing) constructed on the land described in the Schedule I herein under written (hereinafter referred to as 'the premises'). The said Flat area is shown on the plan annexed hereto marked Annexure 'C' and shown thereon surrounded by green colour boundary line. The price agreed to be paid by the Flat Purchaser /Shop Purchaser is Rs. 2023000/- (Rupees Twenty Lacs Twenty Three Thousand Only).
2. The promoters hereby declare, agree and confirm that they shall provide the facilities and amenities to the Purchaser in respect of his/her premises as mentioned in **Schedule III** hereunder written.
3. The said price is inclusive of the proportionate price of the common area and facilities appurtenant to the said premises as shown on the typical plan annexed hereto being Schedule IV. In respect of the purchase or premised the said price shall be paid as follows:-

- (a) Rs. 303450/- as earnest money on or before _____ the execution of this agreement.
- (b) Rs. 101150/- on completion of plinth.
- (c) Rs. 101150/- on completion of first plinth.
- (d) Rs. 101150/- on completion of second slab
- (e) Rs. 101150/- on completion of third slab
- (f) Rs. 101150/- on completion of fourth slab.
- (g) Rs. 101150/- on completion of fifth slab.
- (h) Rs. 101150/- on completion of sixth slab.
- (i) Rs. 101150/- on completion of seventh slab.
- (j) Rs. 101150/- on completion of eighth slab.
- (k) Rs. 101150/- on completion of ninth slab.
- (l) Rs. 101150/- on completion of tenth slab.
- (m) Rs. 101150/- on completion of eleventh slab.
- (n) Rs. — on completion of twelfth slab.
- (o) Rs. 101150/- on completion of brick masonry work.
- (p) Rs. 101150/- on completion of external plaster work.
- (q) Rs. 101150/- on completion of internal plaster work.
- (r) Rs. 101150/- on completion of tiles flooring.
- (s) Rs. 101150/- on possession
- Rs. 2023000/- Total.

Prithi

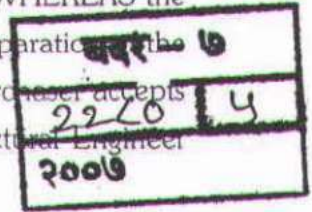


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4. The purchaser shall make the payment of the above amount on due dates without any delay or default, the time of payment being the essence of this contract. The promoters shall intimate to the Purchaser by their letter that the payment has become due; and within 15 days from the date of such letter the Purchaser shall make the payment of the required amount as stipulated herein above. All notice to be served on the Purchasers as contemplated by the Agreement shall be deemed to have been duly served if posted to the

Purchaser, under certificate of posting at 23, Trishakti Co-op
Hsg Society, Sakinaka Pipe line, Mumbai
400072

5. (a) AND WHEREAS the promoters have entered into standard agreement with an Architect registered with the Council of Architects; WHEREAS the promoters have appointed a Structural Engineer for the preparation of the structural designs and drawings of the buildings and the purchaser accepts the professional supervision of the Architect and the Structural Engineer till the completion of the buildings / buildings.



AND WHEREAS by virtue of the sale deed, the Promoters alone have the sole and exclusive right to sell the Flats / Garages etc. in the said building to be constructed by the Promoters on the said land and to enter into an agreement with the Purchasers of the flats etc and to receive the sale price in respect thereof.

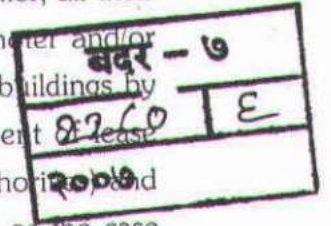


- (b) AND WHEREAS the Flat Purchaser demanded from the Promoters and the Promoters have given inspection to the Flat Purchaser of all the documents of title relating to the said land, the said Conveyance Deed and the plans, designs and specifications prepared by the Promoters Architects, M/s. Daisaria and Associates and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "THE SAID ACT") and the rules made thereunder.
- (c) The Purchaser along with other Purchasers of Flats/Premises in the building shall join in forming and registering the Society or a Limited Company to the known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and fully fill in, sign, and return to the Promoters within ten days of the same being forwarded by the Promoters to register the organisation of the flat Purchasers under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser, if any change or modifications are made in the draft, bye-laws or the Memorandum and/or Articles of Association, as may be required by the

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Registrar of Co-operative Societies or registrar or Companies as the case may be, or any other Competent Authority.

- 6 The Promoters shall, within reasonable time of registration of the Society or Limited Company, as aforesaid, caused to be transferred to the Society or Limited Company, save in respect of right of way as deal with earlier, all their right, title and interest of the Vendor/Lessor/Original/Owner/Promoter and/or the owners in the layout part of the said land together with the buildings by obtaining/or executing the necessary conveyance and/or assignment of the said land (or to the extent as may be permitted) by the authority and the said building in favour of such society or Limited Company, as the case may be, such conveyance/assignment of lease shall be in keeping with the terms and provisions of this Agreement.



It is therefore agreed that the purchaser shall take possession of the respective premises only as a licensee during the tendency of the transfer.

7. It is expressly agreed that the Purchaser shall be entitled to the common area and facilities along with other Flat Purchaser/Row Purchaser. Such common area and facilities are more particularly mentioned in **Schedule**
8. The parties hereto agree that the premises proposed to be purchased by the Purchaser shall be used for the Residential/Shop/Garage/Car Parking purposes and no other use shall be allowed in respect of the said premises. It is agreed that any change in the user in the premises shall render the agreement liable to be rescinded and in that event of Rescinding of such an agreement on the above ground, all the right of the Purchaser arising out of this Agreement shall be forfeited.
9. The promoters state and declare, that they are developing the land and putting up buildings thereon in accordance with the directions of the competent authority and in accordance with the plans sanctioned by the Mumbai Municipal Corporation.
10. The Purchaser does hereby confirm that he/she has been given full inspection of all the documents recited herein and of title in respect of the said property and the Purchaser does hereby further confirm that he/she has entered into this Agreement after satisfying himself/herself about the title of the said property, being free of any encumbrances and marketable.
11. The Flat Purchaser does hereby agree and confirm that the payment of the money in instalment being the essence of contract; and delay or default in payment thereof shall, without prejudice to the right of the Promoters under



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this Agreement or under any law for the time being in force, pay interest on such delayed payment at the rate of 18% per annum till the date of payment or till the date of this Agreement being rescinded and all amounts her forfeited as provided in this Agreement.

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12. The promoters do hereby agree and confirm that the possession of the premises shall be given to the Purchaser by _____ of _____ 200 _____ provided the promoters have received the full purchase price and other incidental charges of the said premises and on compliance of all the terms and conditions covered herein and provided further that the construction by the Promoters is not delayed on account of nonavailability of steel, cement and other building materials, water, electric supply or on account of any act of God or civil commotion, riot, war etc., or on account of any notice, order, rule or notification of the Government or other public body or for any other reason and or circumstance beyond the control of the Promoters.

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13. The Promoters further agree and confirm that if there is any delay in giving the possession to the Purchaser on account of any reason other than the above, then they shall pay to the Purchaser a simple interest at the rate of 12% per annum from the stipulated date of possession to the date of possession. Notwithstanding the payment of interest for the delay in possession, the Promoters agree that if the Purchaser desires to rescind the contract on account of such delay and demands the refund of the amount already paid by him/her to the Promoters, then in that event the Promoters shall refund all such amount received by them with interest as aforesaid. On payment of such amount the Promoters shall automatically get discharged or released from this Agreement and he shall be entitled to dispose of the premises of the Purchaser to any other party for which the Purchaser shall have no objection.



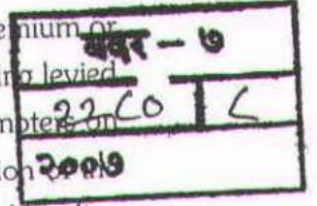
14. The promoters further agree and confirm that the Club House constructed in 15% Recreation Garden shall comply with the condition as mentioned in D.C.R. 23(1)(g)(ii) (a) to (d).

15. It is hereby agreed that while taking possession of Flat the Purchaser shall satisfy himself/herself about the quality of the material used in his/her premises. Once the possession is handed over to the Purchaser he or she shall not be entitled to make any complaint about the quality of the materials used in the premises provided always that if within a period of one year from the date of taking over the possession, the Purchaser notices any inherent defect in the workmanship of the Construction, he/she shall intimate the same of the Promoters and the Promoters on receiving such intimation shall within a reasonable time remedy such defect or alternatively pay a reasonable

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Compensation for such defect.

16. The Purchaser hereby expressly agrees that in the event of any tax premium or betterment charges deposits, including I. O. D., Water, sewage etc; being levied in respect of the said premises, he/she shall pay the same to the Promoters on demand being made by the Promoters in that behalf, and the discretion of the Promoters in respect of deciding such payment shall be concussive and binding upon the Purchaser. The betterment charges referred to about shall include charges for installation of water lines, sewage mains, electric cables, electric sub-station (if any) and maintaining of internal roads and accesses to the said property, drainage lay and all other facilities etc. to the Purchasers, Such charges or additional levies are presently estimated at Rs. 17.50 per Sq. ft. which the Purchaser hereby agrees to pay over and above the same mentioned in para 1 above, Besides, the Purchaser shall pay Electric Deposit which may be payable to the BSES or such other authority.



17. The Purchasers shall before taking possession of the said Flat pay a deposit with the Developers the following amounts:-
- 1) Rs.250/- Share Application Money for individual and other than individual Rs. 500/-
 - 2) Rs.100/- as entrance fees for each individual and other than individual Rs.300/-
 - 3) Rs.2000/- as legal charges for individual and other than individual Rs.300/-
 - 4) Rs.17.50 (Rupees Seventeen and Fifty Paise) per square feet, towards BMC Charges (Non-refundable).
 - 5) Towards Electricity and Water Connection charges – 1 BHK – Rs.10,000/-, 2 BHK – Rs.15,000/-.
 - 6) One year general maintenance (Excluding Development charges / Property Tax levied by Local / BMC authorities) @ Rs.3/- per square feet per month in advance.
 - 7) All stamp duty and registration charges will be borne exclusive by the Purchaser only.
 - 8) Membership for Club House / Swimming Pool shall be restricted as follows:-

Flats	:	1 Bedroom	:	4 members allowed
		2 Bedroom	:	6 members allowed
18. The Purchaser hereby expressly agrees to pay the above amounts before taking the possession of his/her flat and the said amounts shall be credited by the Promoters in a separate account under the head "Society Deposits" and no interest will be payable thereon. The Promoters shall utilize the said sum for which they are mean for and after transferring the property to the society, limited company or condominium of apartments, the balance amount left in



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the said account shall be handed over to the said society, limited company or the condominium of apartments.

19. The Purchaser hereby agrees that so long as the property is not transferred to the society or the limited company or the condominium of apartments, he/she after taking over the possession of his/her premises, shall contribute proportionately towards the costs, charges, expenses, municipal taxes and other outgoings and pay the same every month as decided by the Promoters punctually on demand, and he/she shall not be entitled to as for any refund or adjustment from the deposit amounts mentioned herein above from the contributions thus made. Such cost, charges, expenses, municipal taxes, outgoings etc. estimate to be incurred are mentioned in the items **Schedule V** hereunder written, any new cases taxes etc., are lived by the Mumbai Municipal Corporation, Government or other public bodies or increase in the existing ceases taxes etc., the same shall be paid by the Purchaser as decided and directed by the Promoters.

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20. Notwithstanding what is contained herein to the contrary it is expressly agreed between the Promoters and the Purchaser that they shall be entitled to and enjoy either personally or through any nominee all area or any part of the larger property including the said portion as properly as may be available time to time including are as reserved for Public utility including dispensary, school, garden, public road, recreation etc., by utilizing the same as they or their nominees may deem fit and the Promoters inter alia will be entitled to construct Recreation Centre, Health Club, Library or Club House, Cinema Theatre, Video Theatre or Hotel, Dispensary, School, Garden, Road or such other activity or activities as the Promoters or their nominees may desire or professional and/or commercial basis and the ownership of such construction or structure including right to own, manage run and conduct such area or areas or structure or structures with right to transfer or assign benefit there of and to recover and appropriate consideration received therefore including from the day-to-day business thereof shall be that of the Promoters or their nominees alone the Purchaser/s shall have not right thereto in his individual capacity or through any Co-operative Society, Limited Company or Condominium or apartment as the case may be. The Purchaser do hereby declare and confirm for the the sake of clarity that the ownership of all such are or areas and construction by way of Recreation Centre, Health Club, Library or Club House, or Hotel, Dispensary, School, Grade, Road etc. shall belong to that of the Promoters alone exclusively and the Purchaser shall have no right to the same in any manner whatsoever.



Bairi

21. The Purchaser hereby agree that:

- (a) He shall not cause any nuisance or annoyance to the neighbouring occupants of the premises, nor shall he/she use his/her premises for illegal or immoral purpose.
- (b) He/she shall at all times keep his/her premises in tenantable conditions and shall not do anything in respect of his/her said premises contrary to any law, rules or regulations for the time being in force.
- (c) He/She shall not store in his/her premises any hazardous goods or any heavy materials so as to damage or endanger the construction.
- (d) He/She shall carry out all internal repairs at his/her cost.
- (e) He/She shall not demolish or damage his/her premises or shall not do any additions or alterations or change in the elevation and scheme or his/her premises.
- (f) He/She shall not do or caused to be done any act of thing which may render the insurance of the building in which the premises are situate void or voidable or whereby the premium is likely to be increased.
- (g) He/She shall not throw any dirt, rubbish, garbage or other refuse in the compound or any portion of the building in which his/her premises are situate.
- (h) He/She shall not let, sub-let, transfer, assign or part with the possession of his/her premises or interest therein until all the dues payable under this Agreement are paid to the Promoters and the Promoters give their NOC in writing.
- (i) He/She shall observe and perform meticulously all the rules, regulations of the society, limited company or the condominium of apartment or any laws, bye-laws or regulations of any public authority in respect of his/her premises.
- (j) He/She during the subsistence of this Agreement, shall permit the Promoters or their agents, servants and workmen at all reasonable times to inspect the premises and carry out work thereon as directly by the promoters.

बंदर - ७	
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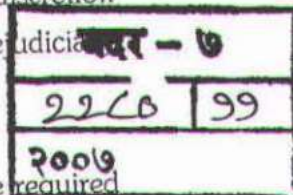


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22. All the expense such as stamp duty, registration etc. in respect of this Agreement shall be exclusively borne and paid by the Purchaser and at the time of executing the conveyance by the Promoters in favour of the society,

limited company or the condominium of apartments, the same shall be borne by the Purchaser in proportion to the build up area of his/her premises.

23. The parties hereto agree that the Promoters shall be entitled to sell, assign, transfer or otherwise dispose of the property in their (Promoters) sole discretion to any party provided that the rights of the Purchaser are not prejudicially affected thereby.



24. The Purchaser shall sign all documents, papers and writing as may be required by the Promoters to enable them to form a co-operative society, a limited company or a condominium of apartments and or to perfect the title of the Purchaser to his/her premises. It is hereby agreed that the Purchaser shall have to claim over any part of the property except the premises agreed to be sold to him/her and that all other portion of the property available on it shall exclusively be owned by the Promoters. They shall always be entitled to construct any additional buildings or row houses on any balance F.S.I. or floating F.S.I. or any additional F.S.I. permitted under law without the permission of the Purchaser and that the Purchaser shall not object to such construction at any time now or in the future on any ground whatsoever including that of nuisance being caused to him/her. This clause shall remain operative and valid till the property is transferred to the society or limited company or condominium of apartments.



25. The Purchaser hereby agrees and confirms that his/her interest in the premises is impartible and he/she shall to no time demand partition of his or her interest in the said premises.

26. The Purchaser hereby expressly agrees and confirms that a contingency may arise that the society of a limited company or a condominium of apartments is formed but all the buildings or row houses proposed to be constructed on the area exclusively available to the Promoters are not completed and or the same are not so then in that event notwithstanding the formation of such society, limited company or condominium of apartments, the Promoters shall always be entitled to complete the buildings/row houses and sell the flats or the row houses. The Purchaser hereby agrees and confirms that he/she shall not at any time object to such completion or sale as herein above mentioned on any ground whatsoever including the ground of causing nuisance.

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27. The Promoters shall have a paramount lien on the premises of the Purchaser so long as all the amounts mentioned herein are not paid by him/her to the Promoters.

28. The Purchaser does hereby expressly agree and confirm that the Promoters

shall be entitled to display any hoardings or neon signs on the property and that the Purchaser shall not object to the same. This clause shall be valid and operative till the time the property is transferred to the society, limited company or the condominium of apartments.

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29. The Purchaser does hereby expressly agree and confirm that the Promoters shall in their sole discretion be entitled to alter the plans and specifications of the premises as required by the Mumbai Municipal Corporation or any other competent authority in that regard or as deemed proper by the Promoters without causing any prejudice to the interest of the Purchaser and that he/she does hereby irrevocable give his/her consent to the same.

30. The Purchaser does hereby expressly agree and confirm that so long as the property is not transferred to the society, limited company or the condominium of apartments, the Promoters shall exercise overall control over the property irrespective of the fact that the society, limited company or condominium of apartments is formed or not and that the Purchasers shall not object to such control and the directions and the discretion exercised by the Promoters shall always be complied with by the Purchaser.



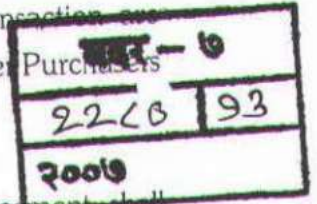
31. In case of any dispute or difference arising between the Purchaser and Promoters in respect of the interpretation of this Agreement or touching the subject matter or provisions of this Agreement, the same shall be resolved in accordance with the provisions of the Arbitration Act, 1940, or any amendment or re-enactment thereof for the time being in force provided always it is hereby expressly stipulated that the award given by the sole arbitrator/arbitrators/umpire shall always be a speaking award and shall be given within four months from date of entering upon the Reference by the sole arbitrator/arbitrators or the umpire. The jurisdiction for resolving any dispute shall always be an appropriate court in Mumbai.

32. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

33. The transaction covered by this contract at present is not understood to be a sale liable to tax under the Sales Tax Laws. If, however, by reason of any amendment to constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, as a sale or

Patil

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



34. (a) Notwithstanding anything contrary to the above this Agreement shall always be subject to the provisions of Maharashtra Ownership Flat Act, 1963 and the Rules made thereunder and or other similar laws made in this behalf.
34. (b) The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoters will appear at such office and admit execution thereafter due notice to the Flat Purchaser.



Schedule I above Referred to :

All those piece and parcel of land bearing C. S. T. No. 77, Off S Village Saki, Sakivihar, Mumbai Suburban District, Mumbai-400 072. admeasuring 20,690 sq.mtrs. or there about and bounded as follows:

On the North :- C. S. T. No. 76

On the South :- 13.40 M. T. Wide Road,

On the East :- Ansa Industrial Estate & Saki Vihar Road,

On the West :- C. S. T. No. 72

Schedule II above referred to :

Flat No. 605 on 6th floor of Building No. 7
 Wing — Named —
 admeasuring about 850 sq. ft. built up surrounded by Green Colour
 Boundary in the plan annexed hereto.

Basit

Schedule III above referred to:

1. Eye-catching entrance lobby and main doors
2. Living rooms and bedrooms with ceramic flooring

4. Intercom Facility
5. Concealed copper wiring and also plumbing with hot and cold water arrangement and geyser
6. Granite platform in the kitchen with stainless sink
7. Glazed/ unglazed ceramic tiles flooring and dado upto the height of the door in the toilet and bathroom
8. Powder coated / anodized aluminium sliding windows.
9. Besides the mentioned regular services the complex also has a swimming pool, garden, club house and children's play area.

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Schedule IV above referred to:

1. Terrace not exclusively attached with specific Flats.
2. Lifts and Lifts well and Machine Rooms in case of building with
3. Pump rooms and electric and pipe fittings and pumps
4. Suction and overhead water tanks.
5. Passages as ingress and egress to the buildings.
6. Common lights etc.
7. Common drainage lines.
8. Common cables and electric lines.
9. Common water lines.



Schedule V above referred to :

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace main water pipes, lifts and common telephone lines, electric cables, T. V., Common cables in under or upon the building and enjoyed or used by the flat/premises holders in common with the other occupiers of flats and the main entrance passages, landing, lifts and staircases of the buildings or enjoyed by the Purchaser used by him/her/them in common as aforesaid and the boundary walls of the building compound etc.

Print. 9

2. The cost of cleaning and lighting the passages, water pump landing, staircases, lift, common lights and other parts of the building used by the flat holder/s in common as aforesaid.

3. the cost of the salaries of the clerks, bill collectors, liftmen and chowkies, pumpmen, sweepers and such persons appointed in that regard etc.

4. The cost or working and maintenance or common light, water p pumps, lifts and other service charges.

5. Deposits for building, water meters, electric meters, sewer lines etc.

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In witness whereof, the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first herein above written.



Signed and delivered by the

Within named promoters

Shri Gopal Housing & Plantation Corporation

in the presence of

For GOPAL HOUSING & PLANTATION CORPORATION

) Chauhan
) PARTNER
)

Signed and delivered by the within named

Purchaser Mr. Shaikh Abdul Gaffar

in the presence of

) Daish
)
)

Received of the from the Purchaser a sum Rs. 2,00,000/- Rupees Two
Lacs Only _____) by cash/cheque no. 775326
 dt 7/10/2005 drawn Bank ICICI Bank Ltd, Andheri
 Branch being the earnest money / Deposit

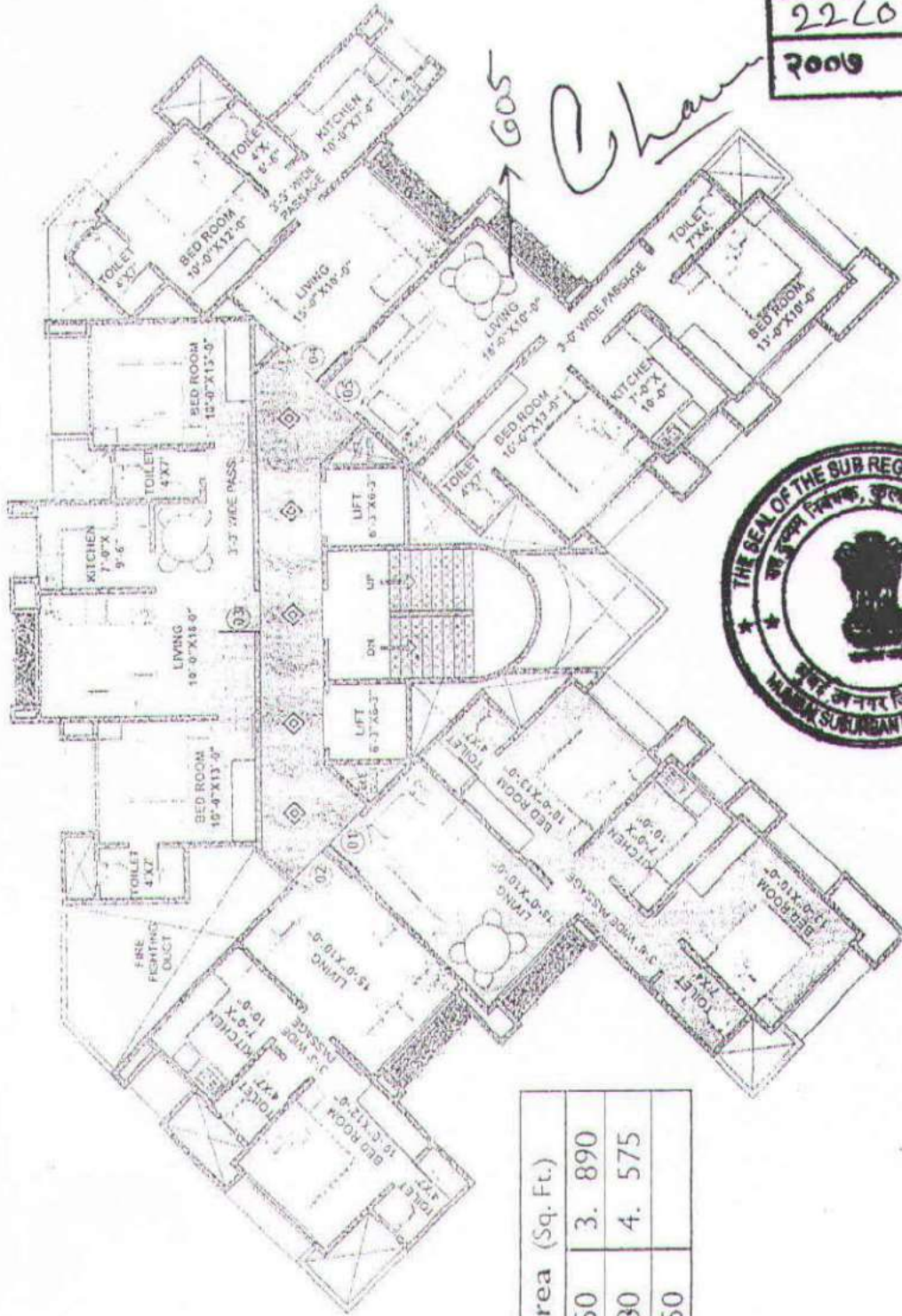
Shri Gopal Housing & Plantation Corporation

Chauhan
 Partner

Partner

Typical floor plan (1st to 7th & 9th to 11th)

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Chauhan



Area (Sq. Ft.)			
1. 850	3. 890		
2. 580	4. 575		
5. 850			

2.
CE/3861/BPES/AL

THIS LETTER IS ISSUED SUBJECT TO PERMISSION OF THE
OFFICERS OF U.L. (C&B) Act 1978.

346
Form 188

in 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.

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CE/3861/BPES/AL

14 MAY 2009
of 200 - 200

No. E.B./CE/

BS/A

MEMORANDUM

Municipal Office,

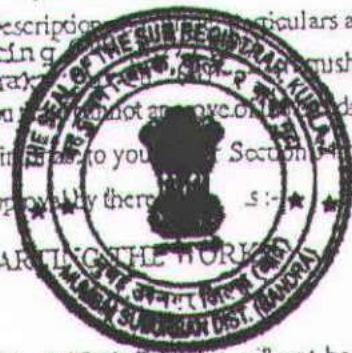
Mumbai200

Mr. Prashant Sharma C.A. to Mr. Gopal Chandrabhan Sharma

With reference to your Notice, letter No. 3890 dated 24.5.02..... 200 and delivered on
..... 200 and the plans, Sections Specifications and Description particulars and
detail of your building at Prop. Bldg. No. 7 of the land bearing 200
to me under your letter, dated 200..... I have to inform you that I have not approved the building
or work proposed to be erected or executed, and I therefore hereby formally intimated to you under Section 346 of
the Mumbai Municipal Corporation Act as amended upto-date; my disapproval by there 5:-

A. 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 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 upto 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.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 and his 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 & 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.L.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.



() 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 Regulations.

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 11.5.1960, but not so as to contravene any of the provisions of the said Act amended as aforesaid or any rules, regulations or bye-law made under that Act at the time in force.

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

N. S. Joshi
Executive Engineer, Building
Zone,

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Words.	

SPECIAL INSTRUCTIONS

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

(2) Under Section 68 of the Mumbai Municipal Corporation Act, as amended, the Municipal Commissioner Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the duties and functions conferred and imposed upon and vested in the Commissioner by Section 346.

(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 surface of the ground at every part of the plinth shall be--

(a) Not less than 2 feet (60 cms.) above the centre of the adjoining sewer at the point at which the drain from such building can be connected with the sewer than existing or thereabout to be laid at such level."

(b) Not less than 2 feet (60 cms.) above every portion of the ground on which such building is to be built."

(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 tax 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 in respect 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 47(1) (ad) of the Mumbai Municipal Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban 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/386/BPES/AL 14 MAY 2003

9. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. 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 B.S.E.S. Ltd. 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. duly revalidated will not be submitted.
12. That the extra water and sewerage charges will not be paid to Asst. Engineer, Water Works, 'L' Ward before C.C.
13. That the true copy of sanctioned layout/sub-division/amalgamation approved under No. CE/355/BPES/AL dated 15.12.99 along with the terms & 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 to provide 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 & NOC from Tree Authority will not be obtained.
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 this 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 4(c) will not be complied with before starting the drainage work & in case Municipal sewer is not laid, the drainage work will not be carried out as per the requirements of Executive Engineer (Sewerage Project). Planning & completion certificate from him will not be obtained.
20. That the copy of Intimation of Disapproval conditions & other layout or sub-division shall not be given to the Corporation in connection with the development at site shall not be given to the owner 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 claim under the Workmen's Compensation Act, 1923 will not be taken out before starting the work and will not be renewed during the construction of work.
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.L 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 site before starting the work.
27. That the documentary evidence regarding ownership, area & boundaries of holding is not produced by way of extracts from 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. exhibiting area in words & figures will not be submitted.
29. That the debris will not be removed before submitting the building completion certificate and requisite deposit 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 the 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-division shall not be submitted and got approved before starting the work and terms and conditions thereof will not be complied with.

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MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE/3861/BPES/AL 11 4 MAY 2003

- That the proposal will contravene the section 251(AXA) of the Mumbai Municipal Corporation Act.
- 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.
- 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.
- That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme.
- That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
- That the N.O.C. from Insecticide Officer shall not be submitted.
- That the board mentioning the name of architect / owner shall not be displayed on site.
- That the amenity open space admi. 982.80 sq.mts shall not be handed over to M.C.G.M. as per policy circular under No. CE/2293/H&K/DP WS dt. 7.5.2002.
- That the copy of sale agreement mentioning the clause of noise and allied disturbance shall not be submitted.

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CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

- That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
- 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.

GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.



- That the conditions mentioned in the clearance obtained from the competent authority under U.L.C. & R. Act 1976 will not be complied with and fresh U.L.C. order showing revised area under road tank will not be submitted.
- That the dust bin will not be provided as per C.E.'s circular No. CE/9296/11 of 25.6.1978.
- That the surface drainage arrangement will not be made in consultation with Executive Engineer or as per his remarks and a completion certificate will not be obtained and submitted for occupation certificate/B.C.C.
- That 10' wide paved pathway upto staircase will not be provided.
- 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.
- 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.
- That the parking spaces shall not be provided as per D.C. Regulation No.36.
- That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewells and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.
- That the certificate to the effect that the licensed surveyor has effectively supervised the work & has carried out tests for checking leakages through sanitary blocks, terraces, fixtures, joints in drainage pipes etc. & that the workmanship is found very satisfactory shall not be submitted.
- That three sets of plans mounted on canvas will not be submitted.
- That the certificate from Lift Inspector regarding satisfactory installation & operation of lift will not be submitted.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE/3861/BPEŠ/AL 11.4 MAY 2003

the federation of flat owners of the sub-division/layout for construction & maintenance of the structure will not be formed.

the adequate provision for post-mail boxes shall not be made at suitable location on ground or still.

every part of the building construction and more particularly, overhead tank will not be provided. A proper access for the staff of Insecticide Officer with a provision of temporary building etc.

the final N.O.C. from S.G. shall not be submitted.

the infrastructural works such as; construction of handholes/manholes, ducts for concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.

the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with

the provision for rain water harvesting as per design prepared by approved consultant in the field not be made to the satisfaction of the Municipal Commissioner.

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

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

certificate under Section 270-A of the Bombay Municipal Corporation Act to be obtained from the department regarding adequacy of water supply.

the ownership of the recreation space/swimming pool/club house shall be vested by partition in a certificate of conveyance in all the property owners on account of whose holding the recreation space/swimming pool/club house is assigned.

the structure constructed in recreation space for the user of club house shall be used only for recreational activity for which it is approved for the bonafide society members.

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(Signature)
Executive Engineer
(Bldg. Proposals)(Eastern Suburbs)

11/11 4 MAY 2003

NOTES

Work should not be started unless objections are complied with

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.

Temporary permission on payment of deposit should be obtained any shed to house and store for instructional 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. A certificate signed by Architect submitted along with the building completion certificate.

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Temporary sanitary accommodation on full flushing system with necessary drainage arrangements should be provided on site workers, before starting the work.

Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road to drain.

The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the start of which the proposed construction work is taken in hand that the water existing in the compound will be used 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.

The hoarding or screen wall for supporting the depots of building materials shall be constructed by work even though no materials may be expected to be stored in front of the property. Bricks, metal, sand, preps, debris, etc. should not be deposited over footpaths or public areas by the architect/their contractors, etc. without obtaining prior permission from the Ward Officer.



The work should not be started unless the manner in obviating all the objection is approved by this department. No work should be started unless the structural design is approved.

The work above plinth should not be started before the same is shown to this office. Subsequent acknowledgement obtained from him regarding correctness of the open spaces & dimensions.

The application for sewer street connections, if necessary, should be made simultaneously with construction of the building. The Municipal Corporation will require them to consider alternative site to avoid the excavation of the road or footpath.

All the terms and conditions of the approved layout/sub-division under No. _____ of _____ should be adhered to and complied with.

No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Mumbai Municipal Corporation Act and as per the terms and conditions for connection to the layout.

Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.

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 asphaltting lighting and drainage before submission of the Building Completion Certificate.

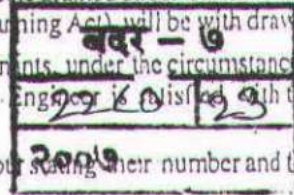
Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.

The surrounding open spaces around the building should be consolidated in Concrete having broken glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.

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.

No work should be started unless the existing structures proposed to be demolished are demolished.

- 10) 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 13 (7) (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.
- 11) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plan should not be taken up in hand unless the City Engineer is satisfied with the following :-
- (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - (iii) 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.
- 12) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- 13) In case of additional floor no work should be start or during monsoon which may cause leakage and consequent nuisance to the tenants staying on the floor below.
- 14) the bottom of the over hand storage work above the finished level of the ground should not exceed 1 metre.
- 15) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 16) It is to be understood that the foundations must be excavated down to hard soil.
- 17) The positions of the nahans and other appurtenances in the building should be planned so as to necessitate the laying of drains inside the building.
- 18) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- 19) 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.
- 20) 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 tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations 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.
- 21) 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.
- 22) (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.
- 23) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



NW
Executive Engineer, Building Proposals
Zones Etc Wards.

Gen-116-3000-2

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966
NO CE/ 3501 /BPES/A 7 JAN 2005

COMMENCEMENT CERTIFICATE

Mr. Prashant Sharma
CH. to Mr. Gopal Chandrabhan Sharma

बदर - ७	
2200	28
२००९	

With reference to your application No. 3106 dated 24/5/04 for Development permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No. on plot No. C.T.S. No 7+(P), 50 to 53 Town Planning Scheme No Kurla situated at Road /Street Sec 1 the Commencement Certificate /Building permit is granted.



The land vacated on consequence of the endorsement of the said boundary line/ widening line shall form part of the public street.

That ^{no} new building or part thereof shall be occupied or allowed to be used by any person until occupation permission has been granted.

The commencement certificate/ development permission shall remain valid for one year commencing from the date of its issue.

This permission does not entitle you to develop land which does not vest in you.

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.

This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:

- a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
- b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
- c) The Municipal Commissioner 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 even 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.

Gen-116

- 2 -

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 P.N. Khatve ^{Asstt.} Executive Engineer

to exercise his powers and functions of the planning Authority under Section 45 of ~~the Act~~

The C.C. is valid upto 13 MAY 2005

C.C. upto plinth (stilt slab) Level

2200	
22	00
2005	

BB61 SPECIAL 2 JAN 2006

C.C. upto 1st Floor

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

R. Khatve 21106

Assistant Engineer
Eastern Suburbs (L & N Ward)

N.W.
Assistant Engineer
Eastern Suburbs (L & N Ward)
Executive Engineer
Eastern Suburbs
FOR



BB61 SPECIAL 1 FEB 2006

C.C. as per amended ^{*****} plans on 13/01/2005

R. Khatve 112106

Assistant Engineer
Eastern Suburbs (L & N Ward)

मालमत्तेच्या रजिस्टर कार्डातील उगीरा



खरी सवळ स्वीकी तासुका कुरजा जिल्हा

खरी नंबर	क्षेत्रफळ चौगों	सत्ता प्रकार	सरकारला भरलेल्या सा-याचा अथवा खंडाचा, वपरीत व तो फेव्हा बदलावयाचा
2	96228-2	स्वी	

खबर - ७
2260 12E
2009

धर्म धारण करणा-याचे नांव

जमा प्राप्त झाला (जोपर्यंत तपस लागला तो पर्यंत)



व्यवहार	व्याख्यान नं.	मधिम धारण करणात (म) पट्टेदार (प) अथवा इतर बांजा असणात (प)
२	३	४
म. १३. ००	१७ अ पुमोळ	<p>धारक</p> <p>१. कुमिला गोपाळ शर्मा</p> <p>२. प्रसांत गोपाळ शर्मा</p> <p>३. दिळ्ळोत गोपाळ शर्मा</p> <p>४. संगिला सुबोध शर्मा</p> <p>पट्टेदार</p> <p>मे. शी. लाल. बाला व्हॅट कंपनी भागीदार</p> <p>विस्जी सिबजी, विस्जी यातमी, दपजी नायजी,</p> <p>विस्जी जाजजी, भागी शांतीनाथ विस्जी.</p>

फेव्हात मं ३

खरी नंबर २५१२२००

म. ००. ००

कुर्जा

अंदाजाचे नांमि. (म. ००. ००)

२५/११/२००९

खरी नवकल

१३/११/२००९

खरी नवकल

१३/११/२००९

खरी नवकल

१३/११/२००९

खरी नवकल

१३/११/२००९

खरी नवकल

१३/११/२००९

खरी नवकल

१३/११/२००९

(००. ००. ००)

बदर - ७	
220	26
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प्रमाण पत्र

मिळकत पत्रिकेच्या प्रमाणित प्रतीवर पात्र
 कोष..... ३.६.५.२.४.२.२..... वी.सी.
 मसुदासह. २२१२. २००७. २००७. पुणे जिल्हा न्यायालय भाग.
 खीट हे मुळ मिळकत पत्रिकेवर नमुद केलेल्या
 खेतीच्या मालक शतध्याची कात्रे केले आहे.

Handwritten Signature
 २५/१२/०७
 अधिकारी भुमि पत्रिकेवर
 मुंबई धानगर जिल्हा
 शिबंदे;



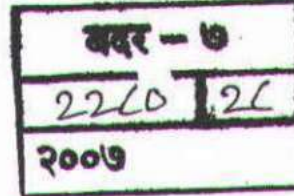
RAYMOND V SAMUEL

Advocate High Court

Unit-10, Saki Vihar Co-operative Housing Society Ltd., Saki vihar
Road, Saki Naka, Mumbai

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN



READ:-

A:- Extract Property Register Card dated 7/6/1994 in respect of land bearing City Survey No. 77, Village Saki, Taluka. Kurla, District Sub-district Mumbai, then issued by District Suptd. Of Land Records and City Survey Officer No.2, Mumbai Sub- district Mumbai AND Entries therein classified in column remarks".

b. Extracts Property Register Card (Three) issued by Dist. Suptd of Land Records and City Survey Officer No.2, Mumbai Sub District Mumbai all dated 7/1/1994 in respect of following described



CTS No	Area sq.mtrs	Admeas sq. metres
77	50	67.50
77	51	54.00
77	52	77.00
77	53	79.00

c. Order dated 24th November 1999, issued by the Collector, Bandra, Mumbai Confirming the sub division as under.

d. Entries in the Records of Rights and PR Card dated 13th April 2000, to that effect.

Raymond V Samuel
Continuation Sheet 1-2

Perused above referred documents and noted that;

a. Land bearing CTS No. 77 at Village Saki, Taluka, Kurla District
Sub district Mumbai admeasures 22486.4 sq. metres.

b. Land bearing CTS No. 77 has 53 parts.

c. Mr. Gopal Chandrabhan Sharma holder of Land bearing CTS. 77
at Village Saki Taluka. Kurla, has sold part of it to M/s. V.L. SHAH
and Co. admeasuring 2073 sq. metres by executing Sale deed dated
12/12/70 registered with Sub Registrar, Mumbai vide No.
BND/566-71.

d. Mr. Gopal Chandrabhan Sharma is holding four parts of land
bearing City Survey No. 77 Village Saki, Taluka. Kurla following
description.

CTS No	Area sq.mtrs	Admeas sq. metres
77	50	67.50
77	51	54.00
77	52	77.00
77	53	79.00

Taluka Kurla Sub District Mumbai.

Upon perusal of documents and subject to contents and thereof
and subject to provisions of Urban Land (Ceiling and Regulation)
Act, 1976 Mr. Gopal Chandrabhan Sharma holds, land described
in Schedule hereunder written and Shri. Prashant Gopal Sharma

खतर - ७
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being son of the deceased Shri. Gopal Chandrabhan Sharma has clear and marketable title in respect of the property thereof

That thereafter Order has been passed by the Office of the Collector, as per Order dated 24th November 1999,

That the entries thereafter has been rectified in the Records of Rights and as per the Property Card dated 13/04/2000, are as under

CTS No	Area sq.mtrs	Village
77-B	16824.2	Saki
77-C	1850.0	Saki
77-D	982.8	Saki
77-E	1033.9	Saki

बदर - ७
22-10-30
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That to the Property as abovedescribed stands in the name of (1) Smt. Sunita Gopal Sharma, (2) Shri. Prashant Gopal Sharma (3) Shri. Dixshant Gopal Sharma (4) Smt. Sangeeta Subodh Sharma.

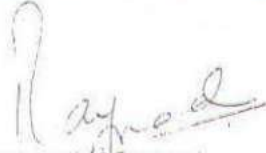
That Shri. Prashant Gopal Sharma is a Constituted Attorney of the said (1) Smt. Sunita Gopal Sharma, (2) Shri. Dixshant Gopal Sharma (3) Smt. Sangeeta Subodh Sharma as per the Records of Rights dated 13th April 2000.

Raymond V Samuel
Continuation Sheet :-4

That title to the Property is hence free from all encumbrance and marketable.

This Certificate is issued as desired by Prashant Gopal Sharma.

Dated this 05th day of December 2003

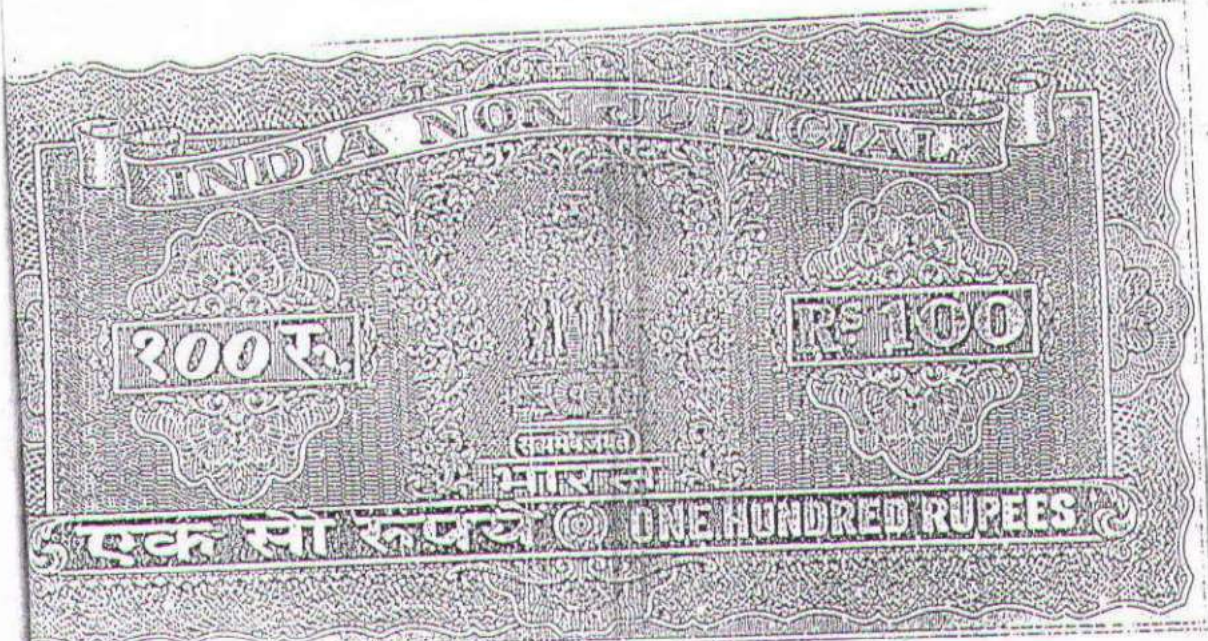


Raymond V Samuel
Advocate High Court

बवर - ७	
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100Rs.



विनासक मादखण पोळे
 क परगना धारण मुद्रांक विवेका
 १४, ए. पी. आर. मार्ग संतुल्य संकर,
 संवसदा संकेत संकर, एम. सी. एल. मार्ग
 भाद्रप (महाराष्ट्र), मुंबई-४०० ०७६
 प्रमाण, २२/०८/२०००
 सर्वो, शा/प्रमाण/..... प्रमाण/.....
 वाना संकर संवसदा..... संवसदा संकर विवेका.

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श्री
 परगना धारण मुद्रांक विवेका

Dt. 25/8/2000

GENERAL POWER OF ATTORNEY

TO ALL TO WHOME THESE PRESENTS SHALL COME, I
 GOPAL SHARMA of Mumbai Indian inhabitant residing at 19/
 Hiranandani Gardens, Fovai, Mumbai 400 076; do hereby nominate
 appoint CHANDRAKANT RAJARAM SURVE to be my true and
 appear on my behalf before any sub-Registrar, Joint sub-Registrar, District Registrar,
 Joint District Registrar, Deputy Inspector General of Registration or Inspector
 of Registration, appointed under the Registration Act 1908, at present and/or to sign
 documents, deeds or writings executed or to be executed by me for Registration and
 admit execution thereof, to sign endorsements and to do all other necessary things to
 complete registration thereof, AND also to appear on my behalf to make applications for
 enquiry to condone delay and such other applications, AND ALSO to make appeals
 against the orders of the Sub-Registrar.



(Signature)
2/

बदर - ७
2210 | 33
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- 2 -

I ratify and confirm all the acts, deeds and things by my Attorney by virtue of this
General Power of Attorney.

SIGNED AND EXECUTED by the)
with named EXECUTANT)
SHRI PRASHANT GOPAL SHARMA,)
In the presence of)
.....)


EXECUTANT

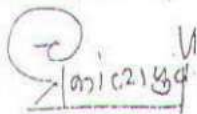


Identified by me :

Before me

Advocate, High Court.

I Accept


20/10/2007

(Chandrakant. Rajaram Surve)

373/2000

Chaman

बदर - ७
2260 38
2000

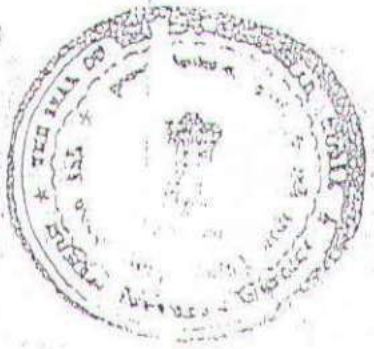
General Power of Attorney has been executed
 25/8/2000 by (1) Mr. / Mrs. Perishant - Gopal Sharma
 Occupation Business 37 Years
Residing at - 19/C Lake, Carter
Hiranandani - Gardens Powai Mumbai - 7C.
 In my Presence:

to be proved by:
 (1) Dhaci Kshan Singh - Source
 (2) Mehashwari Devi Singh - Housewife
 Plot - Prakash Hsg Society R. No. 1
Chhatrapati Nagar IIT - Powai Mumbai - 7C.

Perishant
 Sub-Registrar, IV
 Bandra, Mumbai

Note:
 There is no objection to the above mentioned
 in the General Power of Attorney Special

Dated 25/8/2000
 Sub-Registrar IV
 Bandra, Mumbai



घोषणापत्र

मी चंद्रकांत आर. सुर्वे याद्वारे घोषित करतो
की, दुय्यम निबंधक कुर्ला - २ यांचे कार्यालयात

करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री,
प्रशांत गोपाल शर्मा व इ. यांनी दि. २५/०८/२००० रोजी मला दिलेल्या
कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून
कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले
नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अ
कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे
वैध असून उपरोक्त कृती करण्यांस मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून
आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला
जाणीव आहे.

बंदर - ७
२२८० १३५
२००७

दिनांक -



का. १२१५१
कुलमुखत्यारपत्रधारकाचे नाव

व सही



18/04/2007

दुय्यम निबंधकः

3:01:16 pm

कुर्ला 2 (विक्रोळी)

दस्त गोषवारा भाग - 1

वदर7

दस्त क्र 2280/2007

3E/

दस्त क्रमांक : 2280/2007

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1

नाव: मेसर्स जी. एच. पी. कॉर्पोरेशन तर्फे भागीदार
 प्रशांत शर्मा कु मु चंद्रकांत राजाराम सुर्वे -
 AADFG6909R - -
 पत्ता: घर/फ्लॅट नं: 3 श मजला, मिलेनियम टॉवर्स,
 आय ओ सी पेट्रोलपंप मार्गे, आय ओ

लिहून देणार

वय 48

सही



2

नाव: शेख अब्दुल गफार - -
 पत्ता: घर/फ्लॅट नं: 23, त्रिशक्ती को ऑप ही सोसा,
 साकीनाका, पाईप लाईन, मुं 72
 गल्ली/रस्ता: -
 इमारतीचे नाव: -
 इमारत नं: -
 पेठ/वसाहत: -
 शहर/गाव: -
 तालुका: -
 पिन: -
 पॅन

लिहून घेणार

वय 39

सही

