



Monday, December 20, 2004

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नोंदणी 39 म.
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304

पावती

पावती क्र. : 1451

दिनांक 20/12/2004

गावाचे नाव चांदियली

दस्तऐवजाचा अनुक्रमांक वदर13 - 01443 - 2004

दस्ता ऐवजाचा प्रकार करारनामा

DELIVERED

सादर करणाराचे नाव: कुमार स्वप्नील

नोंदणी फी :- 25200.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 2000.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (100)

एकूण रु. 27200.00

आपणास हा दस्त अंदाजे 5:28PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दु.नि.का-कुर्ला 3

DELIVERED

बाजार मुल्य: 1876864 रु. मोबदला: 2512950 रु.

भरलेले मुद्रांक शुल्क: 109400 रु.

देयकाचा पत्तार : डीडी/घनाकर्षाद्वारे:

बँकेचे नाव व पत्ता: डी ओ आय मु 97:

डीडी/घनाकर्ष क्रमांक: 015847; रक्कम: 25200 रु.; दिनांक: 10/12/2004

सह दुय्यम निबंधक कुर्ला क्र. ३,

मुंबई उपनगर जिल्हा.

समाशोधनाच्यो अधिन राहून

(Customer Copy)

THE BANK OF RAJASTHAN LTD.

Branch: POWAI Date: 03-12-04

वदर-१३

Stamp Duty Rs. 10940/-

Service Charges Rs. 10/-

Total Rs. 109450/-

Name of stamp duty paying party M. Kumar Swapnil

Name of counter party Alakh

Purpose of transaction Agreement for Sale

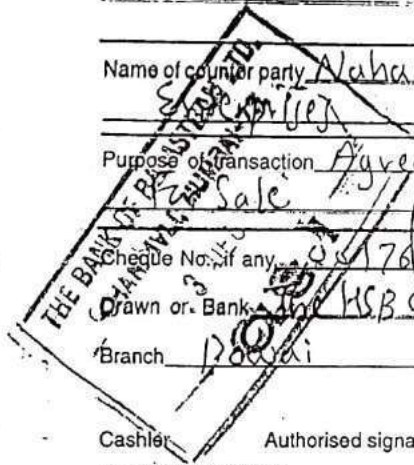
Cheque No. if any 95767

Drawn or Bank HSBC

Branch Powai

Cashier _____ Authorised signatory _____

Adhs-1/1400Px50L/G04/JS



Q

Kumar Swapnil Swaid's

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this 13th day of December Two Thousand and Four Between (1) JITENDRA AMRITLAL SHETH for self and as Karta and Manager of his Joint Hindu Family consisting of himself, (2) NARENDRA AMRITLAL SHETH, (3) JATIN MANUBHAI SHETH, (4) SHANTABEN MANUBHAI SHETH, (5) LEENA JITNENDRA SHETH, (6) PURNA JATIN SHETH, (7) SAMIR JITENDRA SHETH, (8) RAMA NARENDRA SHETH, (9) AMAR JATIN SHETH, and (10) RISHABH JATIN SHETH, all members of the Joint HINDU family of late AMRITLAL DALPATBHAI SHETH, (hereinafter for brevity's sake referred to as A.D. Sheth, HUF) hereinafter called "the First Owners" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the members for the time being constituting A.D. Sheth, HUF) of the First Part. (2) (1) JATIN MANUBHAI SHETH, for self and as Karta and Manager of the Joint Hindu Family consisting of himself, (2) PURNA JATIN SHETH, (3) AMAR JATIN SHETH, (4) RISHABH JATIN SHETH, all members of the Joint Hindu Family of Late Manubhai A. Sheth hereinafter for brevity's sake referred to as "M.A. Sheth, HUF. hereinafter called "Second Owners" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the member for the time being constituting the said M.A. Sheth, HUF), of the second Part, (3)(1) NARENDRA AMRITLAL SHETH,

For THE BANK OF RAJASTHAN LTD.
Authorised Signatory
The Bank of Rajasthan Ltd., Andheri (E)
MUMBAI
05015
176255
Special Address
DEC 07 2004

for self and as Karta and Manager of his Joint Hindu Family consisting of himself and (2) RAMA NARENDRA SHETH, member of N.A Sheth, HUF, hereinafter called "the Third Owners" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the members for the time being constituting the said N.A. Sheth, HUF) of the Third Part (4) (1) JITENDRA AMRITLAL SHETH, for self and as Karta and Manager of his Joint Hindu Family, consisting of himself and (2) MRS. LEENA JITENDRA SHETH and (3) SAMIR JITENDRA SHETH, members of J.A. Sheth HUF, hereinafter called "the Fourth Owners" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the members for the time being constituting the said J.A. Sheth, HUF) of the Fourth Part. (5) SHANTABEN MANUBHAI SHETH, LEENA JITENDRA SHETH and RAMA NARENDRA SHETH, all Indian inhabitants hereinafter called "the Fifth Owners" (which expression shall unless it be repugnant to the context or meaning thereof be deemed and include their respective heirs, executors, administrators and assigns) of the Fifth Part. MESSERS NAHAR ENTERPRISES, a partnership firm registered under the Indian Partnership Act, 1932 and having its registered office at B-1 Mahalaxmi Chambers, 22, Bhulabhai Desai Road, Mumbai- 400026, hereinafter referred to as "the Builders" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner constituting the said firm, the survivors or survivor of them and their respective heirs, executors, administrators and assigns) of the Sixth Part AND MR. KUMAR SWAPNIL & MRS. SWATI SWAPNIL KUMAR Indian inhabitant/s at present residing at 301, Godavri Apartment, Sushidham m, Film City Road, Malad [E], Mumbai - 400097 hereinafter called "the Flat Purchaser/s (which expression shall it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their executors, administrators and permitted assigns) of the Seventh Part.

Or

Kumar Swapnil
Swati

_____ a Company incorporated and registered under the provisions of Companies Act, 1956 and having its registered office at

_____ hereinafter called "the Flat Purchaser/s (which express shall it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title) of the Seventh Part.

WHEREAS

1. The First Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to several pieces or parcels of land or ground, situate lying and being at Chandivali, in Brihanmumbai, in the registration District and Sub District of Mumbai City and Mumbai Suburban admeasuring in the aggregate

511630.81 sq. mtrs. or thereabouts and more particularly described in the First Schedule hereunder written (hereinafter referred to as "The First Owners Land");

2. The Second Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to several pieces or parcels of land or ground, situate lying and being at Chandivali, in Brihanmumbai, in the registration District and Sub District of Mumbai City and Mumbai Suburban admeasuring in the aggregate 162250.08 sq. mtrs. or thereabouts and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "The Second Owners Land");
3. The Third Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to several pieces or parcels of land or ground, situate lying and being at Chandivali, in Brihanmumbai, in the registration District and Sub District of Mumbai City and Mumbai Suburban admeasuring in the aggregate 36033.36 sq. mtrs. or thereabouts and more particularly described in the Third Schedule hereunder written (hereinafter referred to as "The Third Owners Land");
4. The Fourth Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to several pieces or parcels of land or ground, situate lying and being at Chandivali, in Brihanmumbai, in the registration District and Sub District of Mumbai City and Mumbai Suburban admeasuring in the aggregate 36033.36 sq. mtrs. or thereabouts and more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as "The Fourth Owners Land");
5. The Fifth Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to several pieces or parcels of land or ground, situate lying and being at Chandivali, in Brihanmumbai, in the registration District and Sub District of Mumbai City and Mumbai Suburban admeasuring in the aggregate 63489.08 sq. mtrs. or thereabouts and more particularly described in the Fifth Schedule hereunder written (hereinafter referred to as "The Fifth Owners Land");
6. The First Owners, Second Owners, Third Owners, Fourth Owners and Fifth Owners are hereinafter collectively referred to as "the Owners";
7. The lands belonging to the Owners are hereinafter collectively referred to as "the said lands" and they are delineated on the plan No.1 thereof hereto annexed as Annexure '1' and thereon shown surrounded by thick blue colour boundary line;
8. The Owners have executed separate Agreements all dated 3rd December 1990 in respect of their respective lands in favour of Messrs Chandivli Development Corporation ("the Corporation") for development of the said lands as per the terms and conditions recorded in the aforesaid Agreements all dated 3rd December, 1990;



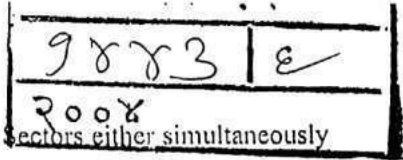
9. A Tripartite Agreement dated 18th January 1991 executed between the Owners, the Corporation and the Builders in respect of pieces of land out of the said lands which were then covered by the provisions of Section 22 of the Urban Land (Ceiling & Regulation) Act, 1976 (the Act) (hereinafter referred to as "the First Tripartite Agreement") whereby the Builders agreed to carry on development work on the said pieces of land as per the provisions of Section 22 of the Act and on the terms and conditions recorded in the First Tripartite Agreement;
10. By another Tripartite Agreement also dated 18th January 1991 also executed between the Owners, the Corporation and the Builders in respect of pieces of land out of the said lands which were then covered by the provisions of Section 20 of the said Act (hereinafter referred to as "the Second Tripartite Agreement") whereby the Builders agreed to carry on development work on the said pieces of land as per the provisions of Section 20 of the Act and on the terms and conditions recorded in the Second Tripartite Agreement;
11. As provided in the said two Tripartite Agreements the Builders agreed to carry out the work of development at their own cost on the said lands by utilizing available saleable Floor Space Index (FSI) subject to Section 20 of the said Act and by utilising available saleable FSI then subject to Section 22 of the said Act;
12. Subsequently the lands covered by the provisions of Section 20 of the said Act were substantially reduced and correspondingly the area of the land covered by Section 22 of the said Act were considerably increased;
13. Pursuant to the powers and authority given to the Builders by the Owners and the Corporation, the Builders prepared a lay out plan in respect of the said lands at their own cost and got the building plans for the portion of the lands prepared through Messrs K. G. Kapadia and Company, Architects;
14. In respect of the plans for the construction of the buildings on the portions of the said lands, approval of Brihanmumbai Mahanagar Palika (BMMP) has already been obtained and construction work in respect of such buildings has been commenced by the Builders;
15. By an Understanding Agreement dated 15th February 1991 executed between the Owners the Corporation and the Builders the said Understanding Agreement superseded the provisions of the said two Tripartite Agreements both dated 18th January 1991 and the development of the said lands was agreed to be completed as one project by the Builders as per the applicability of the relevant permissions under Section 20 and/or 22 of the said Act;
16. The First Tripartite Agreement and the Second Tripartite Agreement both dated 18th January 1991 and the Understanding Agreement dated 15th February 1991 are all valid and subsisting Agreements and are hereinafter for the sake of brevity called "the said Agreements";



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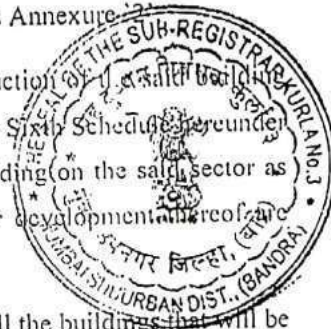
17. The said Agreements inter alia provide that 85% of the saleable built up area was to be sold by the Builders and the sale proceeds of 85% of built up area (after deducting therefrom the amounts payable to the Owners in respect of the lands utilized in such Buildings) would be realized and recovered in full satisfaction of the monies and efforts expended/put in by the Builders in connection with the construction work and for their remuneration;
18. Further as per the said Agreements 15% of the built up area in shape of flats comprising on the said lands to be constructed by the Builders were to belong to the Owners and they are entitled to deal with the same (hereinafter referred to as "the Owners Flat").
19. The Corporation was a partnership firm wherein the partners at all material times were (1) Jitendra A. Sheth, (2) Narendra A. Sheth, (3) Jatin Manubhai Sheth (4) Samir Jitendra Sheth and (5) Smt. Purna Jatin Sheth;
20. The Corporation has been dissolved by mutual agreement between the partners with effect from 1st April 1999;
21. In view of the dissolution of the Corporation and as per the provisions of the said Agreements the Builders and the Owners became entitled to deal with each other directly as regard to the implementation of the terms of the said Agreements and the development of the said lands;
22. The Owners have agreed to modify the agreements dated 18th January 1991 and 15th February 1991 with the Builders pursuant to the dissolution of Chandivli Development Corporation and arrangement between the Owners inter se by an understanding whereby (i) the Fourth Owners herein agree to retain a portion of the land in lieu of their relinquishing their rights to receive 15% of the constructed area in the proposed development by the Builders (ii) The Second Owners hereby agree to accept certain constructed area in the future development by the Builders in the total layout in lieu of their relinquishing their rights to receive 15% of the constructed area in the proposed development by the Builders (iii) The Third Owners herein agree to accept certain constructed area in the future development by the Builders in the total layout in lieu of their relinquishing their rights to receive 15% of the constructed area in the proposed development by the Builders and the First Owners and the Fifth Owners confirming the said modification and relinquishing their rights to receive 15% of the constructed area in the proposed development by the Builders in lieu of the consideration received by the other owners as above.
23. The Builders have got a layout of the said property prepared by Architects and submitted the same to M.C.G.B. for approval/sanction. As per the layout submitted to M.C.G.M. the said property Sectors R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8, R-9, R-10, R-11, R-12, R-12A, R-12B, R-13, R-14, R-15, R-16, R-17, and





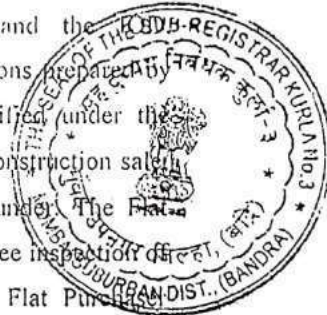
R-17A and the said property are being developed in sectors either simultaneously or one after the other as may be convenient to the Builders;

24. And whereas the statement under section 6(i) of the ULC Act filed by the Owners in respect of the Lands held by them was decided under order No. C/ULC/6(i) SR-VII-666 dated 31-3-1981 as revised on 30-10-1987 pursuant to order No. RDP/1087/(248)/D-XIII issued by the Secretary to the government, Housing and Special Assistance Department and again revised on 16-5-1994 according to the Government of India order dated 14-5-92 under 8(4) of the ULC Act passed by the Additional Collector and C.A., ULC Group Bombay, and the same was subsequently corrected by corrigendum No. C/ULC/6(i)SR-VII-662 TO 666 Desk. V dated 3.8.1994; 20.04.98; 11.09.2000; and 25.03.2004
25. I.O.D. and Works Commencement Certificate in respect of the Building No. R-2/9 is one of the building to be constructed on the said Sector R-2 have been issued by the Municipal Corporation of Greater Bombay Copies of the said I.O.D. and Certificate of Commencement are hereto annexed as Annexure 2
26. The Builders have commenced the work of construction of Building No. R-2/9 on sector R-2 more particularly described in Sixth Schedule hereunder written and will commence constructions of other building on the said sector as well as other sectors hereafter as and when plans for development thereof are approved by the Municipal Corporation.
27. The open spaces in the said sector will be common to all the buildings that will be constructed on the said sector and the Recreation area and internal roads including the proposed development plan roads will be common for all the buildings to be constructed on the said property.
28. The title of the said Owners is certified by M/s. Manik! Kher Ambalal & Company, Advocates & Solicitors as per their Certificate of Title dated 17th May 1994 and on the basis of the said certificate Messrs Kanga and Company have issued their Report on Title copies whereof are annexed hereto as Annexures '3 & '4' respectively;
29. The said lands stands in the Revenue Records and Municipal records in the name of the said Owners and copies of the 7/12 extracts showing the name of the said Owners are annexed hereto as Annexures '5' & '6' respectively.
30. The Sector No. R-2 is being developed by the Builders subject to certain amenities, services and rights which the Builders may have to provide for the development of the said property;
31. The right of way to the said sector No. R-2 is shown on the plan No.2 by Violet colour;

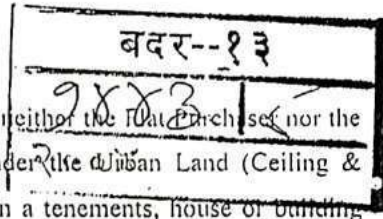


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र. सेक्टर No. R-2 Phase II

32. The Builders are constructing 3 multistoried buildings named ZARA, ZINNIA & VIOLA-ALBA comprising of flats for parking vehicles and having 14 floors containing residential flats/commercial premises;
33. The Builders have entered into standard agreement with the Architect registered with the Council of Architect and the said agreement is as per the agreement prescribed by the Council of Architects and have also appointed Structural Engineers for preparation of the structural designs and drawings of the said building and the owners, corporation and the Builders accepted professional supervision of the said Architect and the said structural Engineer or the said Architect and/or structural Engineer who may be from time to time appointed in their place or stead completion of the said building;
34. The Flat Purchaser has taken inspection of all the documents of title relating to the said sector which forms part of the said property including the true copies of the said hereinbefore recited several agreements entered in to by and between the respective Owners on the one hand and the Builders on the other hand and various orders under Urban Land (Ceiling & Regulation) Act, and the Commencement Certificate and the plans, design and specifications prepared by the said Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Management & Transfer) Act, 1963 and the rules made thereunder. The Flat Purchaser further confirms that the Builders have given full and free inspection of the documents referred hereinabove of the said property and the Flat Purchaser confirms that he/she/they have entered into this Agreement after inspecting the aforesaid documents and after being fully satisfied with the same;
35. While sanctioning the said plans concerned local Authority and/or Government has/have laid down certain conditions stipulations and restrictions which are to be observed and performed by the Builders while developing the said property and the said sector R-2 and constructing the said Building on the said sector R-2 and upon due observance and performance of which inter alias, the completion and occupation certificate in respect of the said building shall be granted by the concerned local authority.
36. The Flat Purchaser who has full notice of the provisions and contents of the said documents referred to hereinabove and of the terms and conditions herein contained applied to the Builders for allotment to the Flat/ No. 304 on the 3rd floor of Building R-2/9 in sector R-2 situated at NAIJAR AMRIT SHAKTI (hereinafter referred to as "the said premises") for the consideration and on the terms and conditions hereinafter appearing;
37. Prior to making application as aforesaid, as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976, the Flat Purchaser



Final proposed details



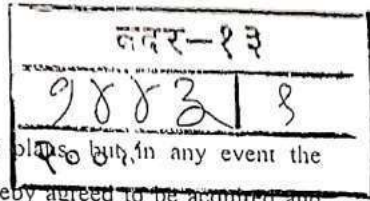
has made a Declaration to the effect firstly, that neither the Flat Purchaser nor the members of the family (Family as defined under the Urban Land (Ceiling & Regulation) Act of 1976) of Flat Purchaser own a tenements, house or building within the limits of Greater Bombay & Suburban districts.

38. Relying upon the said application, Declaration and Agreement, the Builders have agreed to sell to the Flat Purchaser the said premises at the price and on the terms and conditions hereinafter appearing;
39. Under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) act, 1963 the Builders are required to execute written Agreement for Sale of the premises to the Flat Purchaser. being in fact these presents and also register the said Agreement under the Indian Registration Act, 1908;

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BETWEEN THE PARTIES HERETO AS UNDER:



1. The Builders shall, under normal conditions, construct the said building No. "R/2/9" to be known as ZINNIA consisting of ground and 14 upper floors of the said sector R-2 forming part of the said property (hereinafter referred to as "the said property") more particularly described in the Seventh Schedule hereunder written in accordance with plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the concerned local authority and by the Flat Purchaser with only such variations and modifications in the plans and or designs of the said building as the Builders may consider necessary or as may be required by the concerned local authority. The Flat Purchaser hereby consents to the above and the said consent shall for all purpose be consider as a Flat Purchaser's consent under the provisions of Section 7(1)(i) & (ii) and other relevant provisions of the said Maharashtra Ownership Flat Act, 1963 (hereinafter referred to as "the said MOF Act") so long as total area of the said premises and the specifications thereof and the amenities, fixtures and fittings therein are not reduced.
2. If the Floor Space Index (F.S.I). in the locality is increased and/or additional and/or compensatory F.S.I. is available in respect of the said property on account of Transferable Development Rights (TDRs) being utilised or otherwise (before the development of the said property is completed) and/or if the Builders decide to vary /amend the said sanctioned plan/s and/or if the Municipal Corporation of Greater Mumbai, permits construction of additional building/s and/or of additional floor/s and/or amendment to the said sanctioned buildings plans, then and in such event, the Builders shall be entitled to and shall construct such



buildings as per such further amended building plans but in any event the Conveyance will be only of the said premises hereby agreed to be acquired and the proportionate undivided interest in the said property described in the Seventh Schedule hereunder written and shown bounded "red" on the Plan "A" hereto annexed in the manner as provided herein. It is further clarified, agreed, declared and confirmed by and between the parties that if as a result of increase in FSI of the said property and/or utilisation by the Builders, on the said building plot, of Transferable Development Right (TDR) of some other property additional construction is possible and is permitted and sanctioned by the Municipal Corporation of Greater Mumbai and/or other authorities concerned, such additional construction that may be put up by the Builders on the said property may be:

- (a) By way of additional units and/or additional floors on the said buildings
and/or
- (b) By way of construction of units at the ground floor level of the said buildings instead of open area of stilts.
and/or
- (c) Additional wing/s to the said buildings/s.
and/or
- (d) Additional building/s in the open area of the said property.



The Flat Purchaser hereby expressly consents to the same so long as the total area of the said premises and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Flat Purchaser consent as contemplated by Section 7(1)(i) and (ii) of said MOF Act.

3. The Flat Purchaser hereby agrees to acquire and purchase from the Builders and the Builders hereby agree to sell to the Flat Purchaser the Flat No. 304 having built up area of 854 sq.ft. equivalent to — sq.mtrs. on 3rd floor shown on the plans hereto annexed as Annexure 7 in the said building to be known as "ZINNIA" with/without open/eovered parking at — level bearing space no. — (hereinafter referred to as "the said premises") for the price of Rs. 2512950/- (Rupees Twenty Five Lacs Twelve Thousand only) The Flat Purchaser hereby agrees to pay to the Builders the said amount of purchase price of Rs. 2512950/- (Rupees Twenty Five Lacs Twelve Thousand only) in the following manner: Nine Hundred Fifty

- (a) Rs. 376942/- paid on or before execution of these present as earnest;
- (b) Rs. — /- on or before —
- (c) Rs. — /- on completion of Plinth;
- (d) Rs. — /- on completion of 1st Slab

Pravraj Prapnis
Suvarata

9823 | 90
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- (e) Rs. _____ /- on completion of 2nd Slab
- (f) Rs. _____ /- on completion of 3rd Slab
- (g) Rs. _____ /- on completion of 4th Slab
- (h) Rs. _____ /- on completion of 5th Slab
- (i) Rs. _____ /- on completion of 6th Slab
- (j) Rs. _____ /- on completion of 7th Slab
- (k) Rs. _____ /- on completion of 8th Slab
- (l) Rs. _____ /- on completion of 9th Slab
- (m) Rs. _____ /- on completion of 10th Slab
- (n) Rs. _____ /- on completion of 11th Slab
- (o) Rs. _____ /- on completion of 12th Slab
- (p) Rs. _____ /- on completion of 13th Slab
- (q) Rs. _____ /- on completion of 14th Slab
- (r) Rs. _____ /- on completion of 15th Slab
- (s) Rs. _____ /- on completion of Bricks Work.
- (t) Rs. _____ /- on completion of Plastering (internal and external)
- (u) Rs. _____ /- on completion of electrical/plumbing
internal fitting.
- (v) Rs. _____ /- on completion of POP
- (w) Rs. 2136008/- /- on possession being offered as per allotment
letter dtd. 23/10/2004.
- Rs. 2512950/- /- Total



*Arundhati
Srivastava*

The Flat Purchaser shall pay the amounts as aforesaid on its respective due date without any delay or default as time being the essence of the contract. The Builders shall forward to the Flat Purchaser/s intimation of the Builders having carried out the aforesaid work at the address given by the Flat Purchaser under this Agreement and the Flat Purchaser shall be bound to pay the amount of installments within eight days of Builders dispatching such intimation under Certificate of Posting at the address of the Flat Purchaser/s as given in these presents. If the Flat Purchaser does not take possession of the said premises within 30 days of the Builders intimating that the said premises is ready for occupation, the Flat Purchaser shall be liable to pay supervision charges calculated at Rs.2000 (Rupees Two Thousand Only) per month for the period from the expiry of 30 days from the date of intimation to the Flat Purchaser till the Flat Purchaser actually takes possession of the said premises.

4. If the Flat Purchaser commits default in observing and performing (prior to the delivery of possession of the said premises by the Builders to the Flat Purchaser) any of the terms and conditions of this Agreement and if the default continues inspite of 15 days notice to be sent by the Builders to the Flat Purchaser, the Builders shall be at liberty to terminate this Agreement, in which event, the said deposit or earnest money paid by the Flat Purchaser to the Builders shall stand forfeited. The Builder shall, however on such termination refund to the Flat Purchaser the instalments of part payment, if any, which may have till then been

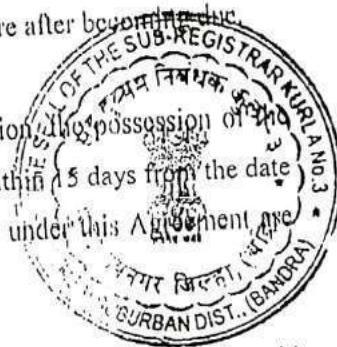
paid by the Flat Purchaser to the Builders, but without any further amount by way of interest or otherwise. On the Builders terminating this Agreement under this clause, they shall be at liberty to sell and dispose off the said premises to any other person as the Builders deem fit at such price as the Builders may determine and the Flat Purchaser shall not be entitled to question such sale or to claim any amount from the Builders and/or the Owners.

5. Without prejudice to the Builders other rights under this Agreement and/or in law, the Flat Purchaser shall be liable to and shall, at the option of the Builders, pay to the Builders interest at the rate of 24% (Twenty Four percent) per annum on all amounts that may be due and payable by the Flat Purchaser under this Agreement, if any such amount remains unpaid for seven days or more after becoming due.

6. On the said premises being ready for use and occupation, the possession of the said premises shall be delivered to the Flat Purchaser within 15 days from the date all the amounts due and payable by the Flat Purchaser under this Agreement are paid to the Builders.

7. If for any reason the Builders are unable or fail to give possession of the said premises to the Flat Purchaser as specified in clause (6) above, then and in such case, the Flat Purchaser shall be entitled to give notice to the Builders terminating this Agreement. In which event, the Builders shall, within two weeks from the receipt of such notice, refund to the Flat Purchaser the aforesaid amount of deposit and further amounts, if any, that may have been received by the Builders from the Flat Purchaser as the instalments in part payment in respect of the said premises as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. The Builders shall also pay to the Flat Purchaser a sum of Rs. 2000 (Rupees Two Thousand only) as liquidated damages in respect of such termination.

In the above event, neither the Owners nor the Builders nor the Flat Purchaser shall have any other claim against each other in respect of the said premises or arising out of this Agreement and the Builders shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as the Builders may deem fit. If as a result of any legislative order or regulation or direction of the Government or public authorities, the Builders are unable to give possession of the said premises to the Flat Purchaser, the only responsibility and liability of the Builders will be to pay over to the Flat Purchaser and the several other persons who have purchased or who may purchase hereafter the units and other portions in the said building the total amount (attributable to the said building) that may be received by the Builders pursuant to such legislation, and save as aforesaid, neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever.



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8. Upon possession of the said premises being delivered to the Flat Purchaser, he/she shall be entitled to the use and occupation of the said premises. Upon the Flat Purchaser taking possession of the said premises he/she shall have no claim against the Builders in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. The only liability of the Builders shall be the statutory liability under Section 7(2) of the said Act.

9. The Flat Purchaser agrees and binds himself to pay regularly every month by the 5th of each month to the Builders until the Co-operative Society/Condominium is formed as hereinafter stated and thereafter to the aforesaid Co-operative Society/Condominium the proportionate share that may be decided by the Builders or the said Co-operative Society/Condominium as the case may be, for

(a) Insurance Premium, if any, (b) all Municipal and other taxes that may from time to time be levied against the said property and/or building and its premises, including water taxes and water charges and (c) outgoings for the maintenance and management of the said property and buildings and its compound and the common areas and facilities and the limited common areas and facilities the lift/s in the said building in which the said premises are located common lights and other outgoings such as collection charges, watchmen, liftmen, sweepers and maintenance of accounts, incurred in connection with the said building.

10. The Flat Purchaser shall pay following charges at the time of taking possession of the said flat

- Rs. 310/- towards share application money
- Rs. 2500/- towards cost of formation of Co-op Soc./Condominium/Ltd Co.
- Rs. 2500/- towards legal expenses.
- Rs. 56183/- towards proportionate share of above referred expenses for 18 months.
- Rs. 2500/- towards proportionate share towards the contribution payable to Federation/Apexbody/Limited Company/ Condominium.
- Rs. 11350/- charges towards electricity meters/Water meter.
- Rs. 28375/- towards development charges.
- Rs. 5000/- towards Mahanagar Piped Gas connection charges (if provided).
- Rs. 56750/- towards club facilities as per clause 44 herein.
- Rs. 5000/- towards cable T.V.Connection charges.

11. (a) The Flat Purchaser shall not use the said premises for any purpose other than for residential use. The Car Parking/Scooter Parking Space (if any, allotted as an additional amenity confined to the said premises) shall not be used for any purpose other than for parking a motor vehicle/Scooter.

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(b) The Flat Purchasers shall not use the said premises for any purpose other than the purpose for which it is allowed by the Municipal and other authorities nor shall he/she/they use the same for any purpose which may or is likely to cause hindrance, nuisance or annoyance to the occupiers of other premises and the neighbouring properties nor for any illegal or immoral purposes.

(c) The Flat Purchaser undertakes not to provide any services for use of/ by the Flat Purchaser in the said premises through the voids, conduits, outlets, ducts etc. RCC works, staircases, terrace of the building, common areas, open compound, internal roads or any other spaces except with the prior written permission of the Builders, which the Builders shall not unreasonably withhold.

PROVIDED THAT if such permitted services shall, at any time, prejudicially affect the interest of the Builders or any of the neighbouring occupants, the same shall be compensated for and/or discontinued in the interest of the development of the said property. It is clarified that the Flat Purchaser shall be liable to obtain, at its own costs and expenses all the necessary/required permission, consents, etc. from the concerned local, public, municipal and other concerned authorities in respect of the permitted services and to ensure compliance of such permissions etc and the Flat Purchaser undertakes to indemnify and keep indemnified the Builders of whom and against any claims, losses, damages, etc, which may be suffered/incurred by the Builders in respect of any of the above.



12. The Flat Purchaser shall maintain the front elevation and the side and rear elevation of the said premises in the same form as the Builders construct and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Builders.
13. The fixtures, fittings and amenities to be provided in the said premises and the materials to be used in the construction of the said building and the specification of the said building are those as set out in the Annexure 8 and the Flat Purchaser has satisfied himself/herself about the design of the said premises and also about specifications and amenities to be provided therein.
14. The Flat Purchaser shall, from the date of possession, maintain the said premises at his/her cost in a good and tenantable repair and the condition and shall not do or suffer to be done anything in or to the said premises and/or common passages or the compound which may be against the rules or bye laws of the BMC or any other public authority.
15. Provided it does not in any way affect or prejudice the right of the Flat Purchaser in respect of the said premises, the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said premises

and the said property more particularly described in the Seventh Schedule hereunder written, and/or in the Building/s to be constructed thereon by the Builders.

16. The Flat Purchaser shall have no claim whatsoever except in respect of the said premises hereby agreed to be acquired and the particular car-parking space (if any) specified above, appurtenant thereto. All other open spaces, unallotted flats and other spaces in the said building/s will remain the property of the Builders until the said property described in the Seventh Schedule hereunder written along with the said building (or the portions thereof being constructed by and for the Builders, as the case may be) is submitted to the provisions of MAO Act and Co-operative Society /Condominium is formed, as provided for in this Agreement, but even then subject to the rights of the Builders under this Agreement and the said Agreement/s recited hereinbefore.

17. IT IS ALSO CLEARLY UNDERSTOOD AND AGREED BY the parties hereto that:

(a) The title to be conveyed after construction and completion of the entire development work of the said property in favour of the Flat Purchaser shall be only in respect of the said premises hereby agreed to be acquired and the specified car parking spaces if any appurtenant thereto together with the proportionate undivided interest in the said property (being the demarcated portion admeasuring approx. _____ sq.mts. and more particularly described in the Seventh Schedule hereunder written together with the common areas and facilities. The said Conveyance shall be subject to the terms and conditions and covenants inter alia provided in this Agreement and as may be necessary for the optimum and beneficial development of the said property, the Sector R-2 which are being developed by the Builders.

- (b) The Builders reserve to themselves the unfettered right to full, free and complete right of way and means of access over, along and under all the internal access roads in the Property and the common Right of Ways at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions) laden or unladen, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property (and the neighbouring Property) and if necessary to connect drains, pipes, cables etc. under over or along the land appurtenant to each and every building in the said property.



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- (c) The Builders will have a right to install or have installed their logo in/upon one or more places in the said property and the Builders reserve to themselves full, free and complete right of way and means of access to such place/s at all times for the purpose of repairing, painting, altering or changing the logo at their own costs and the Flat Purchaser or the Co-operative Society/Condominium that may be formed shall not change or remove the logo so installed, under any circumstances and for all times to come.
- (d) Necessary provisions for the above (a, b, c) shall be made in the Deed of Apartment/Conveyance to be executed. The Flat Purchaser hereby expressly consents to the same.
18. Since the Flat Purchaser (in common with others) is to have the advantage of the infrastructural facilities/amenities set out in Annexure '8', the Apartment/Conveyance of proportionate interest in the said property described in the Seventh Schedule hereunder written together with the building/s constructed thereon (which includes the said Building R-2/9) shall also be together with the benefit of the Common Right of Way and the means of access over and along the internal layout/ access, roads and common recreation areas in the said property and it is intended that an Apex Body in the form of a Federation or an Association shall be formed of the Flat Purchasers of all the different plots/sub-plots in the said property or their heirs, executors or administrators who would maintain, manage and repair the infrastructural facilities/amenities set out in Annexure 8 (the expenses thereof to be borne by them respectively in proportion to their respective undivided interest in the built-up area of their respective demarcated plots/sub-plots, whether the same is sub-divided or not) and for this purpose the Builders shall be entitled to lay down such terms and conditions including payments to be made by the Flat Purchaser/Purchasers for the effective administration and maintenance of the said infrastructural facilities/amenities and the Flat Purchaser/Purchasers have hereby expressly consented and agreed to abide by the terms/directions as may be laid down by the Builders and the Flat Purchaser/Purchasers shall not question nor dispute with the Builders in respect of any matters concerning the same.
19. Nothing contained in these presents is intended to be not shall be construed to be a grant, demise or assignment in law of the said premises or the said property or hereditaments and premises or any part thereof or of the said building/s thereon or any part thereof.
20. The Flat Purchaser shall not let, sublet, sell, transfer, assign or part with his/her interest under or benefit of this Agreement or part with possession of the said



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premises until all the dues payable by him/her to the Builders under this Agreement are fully paid up and only if the Flat Purchaser has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement, and (upto the time a Deed of Apartment is executed by the Builders in favour of the Flat Purchaser) until he/she/it obtains the previous consent in writing of the Builders, which said permission shall not be unreasonably withheld.

21. The Flat Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned, given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Builders and/or the Co-operative Society/Condominium may require for safeguarding the interest of the Builders and/or of the other Unit-holders in the said building/s and/or the said property.
22. The Flat Purchaser and the persons to whom the said premises are transferred, assigned, or given possession of shall observe and perform all the bye-laws and/or the rules and regulations of the Co-operative Society/Condominium and the additions alterations or amendments thereof for protection and maintenance of the said property and the said building/s and the premises therein and/or in the compound and for the observance and carrying out of the building rules and regulations and the bye-laws for the time being in force of the BMC and the other public bodies. The Flat Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned, given possession of shall observe and perform all the stipulations and conditions laid down by such Co-operative Society/Condominium regarding the occupation and use of the Building/s and the premises therein and shall pay the contribution regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.
23. The Flat Purchaser agrees and undertakes to be member of the Co-operative Society/Condominium to be formed in the manner herein appearing and also from time to time to sign and execute all applications for membership and duly fill in and submit in the office of the Builders, the same within 10(ten) days of intimation in writing when given by the Builders to the Flat Purchaser. The Flat Purchaser shall be bound from time to time, to sign all papers and documents and to do all acts deeds, matters and things as may be necessary for safeguarding the interest of the Owners the Builders and of the other unit-holders in the said building.
24. The Flat Purchaser hereby covenants that from the date of possession, he/she shall keep the said premises, the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging, in good tenantable repair and condition and



shall abide by all the bye-laws, rules and regulations of the Government. BMC. BSES and any other authorities and Local Bodies shall attend to answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

25. The Flat Purchaser along with the other unit-holders who take or have taken the other premises in the building/s shall be bound and required to become members of the Co-operative Society/Condominium. On such Co-operative Society/Condominium being formed, the rights of the Flat Purchaser of the said premises will be recognised and regulated by the provisions of the Declaration of the said Co-operative Society /Condominium and the rules and regulations framed for the purpose but the same will be in keeping with the terms of this Agreement.

26. As recited above, though this Agreement is being entered into and the said building known as ZINNIA are to be sold on "Ownership Basis" as contemplated by the MCOA, 1963 (with or without the use of the covered/open car/scooter parking space as an additional amenity thereto) ultimately the said property described in the Seventh Schedule hereunder written together with such building and other structures and respective portions thereof as the case may be) to be constructed by Builders thereon are to be submitted to the provisions of MAO Act and a Co-operative Society/Condominium is to be formed of the unit-holders of the said Building known as ZINNIA, which will have provisions for the management and maintenance of the aforesaid building. Consequently, on the completion by the Builders of the project of development of the said property (described in the Seventh Schedule hereunder written) and on completion of such building and ancillary structures, the Builders and the Owners will:-

(a) make and execute a Declaration as provided by Section 2 of the MAO Act and thereby form a Co-operative Society/Condominium, which will have provision for the exclusive management and maintenance of the aforesaid building, by an adhoc committee to be formed of the Flat Purchaser of the premises in the said building and an Apex Body would be formed of all the Co-operative Society/Condominium in the Sector R-2 as hereinafter contained.

And

(b) thereafter execute a Deed of Apartment in favour of the Flat Purchaser abovenamed in respect of the said premises, together with the benefit of a covered/open car parking space (if such parking space is allotted to the said units as recited above). The Flat Purchaser shall be bound to execute such Deed of Apartment.



27. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the said premises are agreed to be sold/allotted subject to:

- i) Any scheme or resolution affecting the said property and/or the Sector R-2 or any part or parts thereof made or to be made including the terms and covenants stipulations and conditions that may be imposed for the optimum and beneficial use and enjoyment of the said property and/or the Sector R-2 or any part or parts thereof in general and/or the property contiguous or adjoining thereto.
- (ii) All rights of water lines, water supply, drainage, sewerage, water course, light and other easements and quasi or reputed easements and right of adjoining property affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters.
- (iii) The Flat Purchaser is aware that the Builders are developing the said Sector R-2/said property contiguous/adjoining by construction of buildings thereon and allotment of the premises therein on ownership or otherwise. it is agreed that for convenience or otherwise, the Builders would be entitled to:
 - (a) form an Apex Body in the form of a Federation or an Association for the management, maintenance and otherwise control and regulation of the affairs of all the building/s comprised in the Sector R-2 and/or the said property as may be permissible and conveniently possible;
 - (b) till the formation of an Apex Body, Adhoc Committee/s shall be formed for the management, maintenance and otherwise control or regulation of the affairs of the respective building/s comprised in the demarcated Sub-plots forming part of the Sector R-2;
 - (c) to form an Apex Body of all the Co-operative Society/ Condominium in the Sector R-2 for maintenance, management and otherwise control or regulation of the affairs of the common areas and facilities appertaining to the Sector R-2;
 - (d) to form an Apex Body constituted and represented by all the Adhoc Committees as the case may be, and also represented by the nominees of the management of club house/swimming pool etc. (if the Builders decide to construct the same). Such Federal Body



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27. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the said premises are agreed to be sold/allotted subject to:

- i) Any scheme or resolution affecting the said property and/or the Sector R-2 or any part or parts thereof made or to be made including the terms and covenants stipulations and conditions that may be imposed for the optimum and beneficial use and enjoyment of the said property and/or the Sector R-2 or any part or parts thereof in general and/or the property contiguous or adjoining thereto.
- (ii) All rights of water lines, water supply, drainage, sewerage, water course, light and other easements and quasi or reputed easements and right of adjoining property affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters.
- (iii) The Flat Purchaser is aware that the Builders are developing the said Sector R-2/said property contiguous/adjoining by construction of buildings thereon and allotment of the premises therein on ownership or otherwise. it is agreed that for convenience or otherwise, the Builders would be entitled to:
 - (a) form an Apex Body in the form of a Federation or an Association for the management, maintenance and otherwise control and regulation of the affairs of all the building/s comprised in the Sector R-2 and/or the said property as may be permissible and conveniently possible;
 - (b) till the formation of an Apex Body, Adhoc Committee/s shall be formed for the management, maintenance and otherwise control or regulation of the affairs of the respective building/s comprised in the demarcated Sub-plots forming part of the Sector R-2;
 - (c) to form an Apex Body of all the Co-operative Society/ Condominium in the Sector R-2 for maintenance, management and otherwise control or regulation of the affairs of the common areas and facilities appertaining to the Sector R-2;
 - (d) to form an Apex Body constituted and represented by all the Adhoc Committees as the case may be, and also represented by the nominees of the management of club house/swimming pool etc. (if the Builders decide to construct the same). Such Federal Body



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shall be for the maintenance, management and otherwise control or regulation of common internal roads, street lighting, common garden or recreation or playground, sewage treatment plant, electric sub-station and such other amenities which will serve all the Sectors comprised to the larger properties which will form part of the scheme of the development for the said property.

It being made expressly clear that the ultimate transfer deed shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land thereof and shall be binding upon all the persons who are the holders of their respective premises as the Builders may reasonably require for giving effect to and/or enforcing the said restrictions, covenants and stipulations.

28 It is specifically agreed and declared that the Deed of Apartment/Transfer/Conveyance deed shall contain, such covenants as may be necessary in the circumstances of the case and it shall inter alia include the following:



- (i) such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises into whose hands the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
- (ii) A covenant by the Flat Purchaser/s to indemnify and keep indemnified the Builders against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
- (iii) A declaration that the Flat Purchaser shall not be entitled to any easements or right of light or air which would restrict or interfere with the free use of or by any neighbouring or adjoining buildings of the Builders for building or other purposes and a declaration that the access and user of light and air to and for the said premises purchased by the Flat Purchaser and to and for any structure, erection or building for the time being erected and standing thereon from and over the neighboring or adjoining building of the Builders is enjoyed under the express consent of the Builders.

Specific and suitable provisions for the above shall be made in the Deed of Apartment/s and/or Conveyance/s to be executed. The Flat Purchaser expressly consents to the same.

29. It is specifically understood and agreed by and between the parties hereto as and by way of an essential and integral term and condition of this Agreement and the title to be created in pursuance hereof, that adequate provisions shall be made in the Deed of Apartment/Conveyance/s and/or other documents to be executed in pursuance of this Agreement providing inter alia for the terms and conditions and covenants referred to herein the exact details of such terms and conditions and covenants shall be as may be reasonably required by the Builders' Solicitors .
30. It shall also be the option of the Builders, if so permissible to sell any of the aforesaid new building/s constructed/to be constructed on any portion of the said property to an Institution and/or Corporate Body, person etc. In such event the Builders reserve the right to revise and/or further sub-divide the said property as may be sanctioned by the Municipal Corporation of Greater Mumbai and to obtain the approval of the Municipal Corporation of Greater Mumbai of such revised plans and further sub-division, if any, or in the alternative to demarcate the concerned Building plot/s and the land appurtenant thereto as may be determined by the Builders. So long as the area of the said premises agreed to be acquired by the Flat Purchaser from the Builders is not altered and the amenities set out in Annexure 8 are not altered, the Flat Purchaser expressly consents to the above variations in the said property.
31. Messrs. KANGA AND COMPANY as Solicitors and Advocates of the Builders, shall prepare the Declaration (with Bye-Laws) contemplated by Section 2 of the MAO Act and the Deed of Apartment and all other documents to be executed in pursuance of this Agreement. All costs, charges and expenses, including legal fees, costs, charges and expenses in connection with the preparation and execution of the Deed of Apartment and other deeds and documents formation of the Co-operative Society /Condominium, shall be borne, shared and paid by all the Flat Purchaser of the said Building/s . The contribution of the Flat Purchaser (towards such legal costs, charges and expenses), specified in Clause (11) above, shall be paid by the Flat Purchaser as provided for in the said Clause (11). It is specifically agreed, that in addition to the above, Flat Purchaser alone shall be liable to pay and shall pay the Stamp duty and Registration charges payable on and in respect of the Deed of Apartment and other deeds and documents pertaining to the said premises being so purchased by the Flat Purchaser.
32. The Stamp duty and Registration charges of and incidental to this Agreement shall be borne and paid by the Flat Purchaser. The Flat Purchaser will present the

Agreement for registration within four months from the date hereof and the Builders will attend the Sub-Registry and admit execution thereof, after the Flat Purchaser informs them the number under which it is presented for registration.

33. The deposits of permanent nature that may be demanded by or paid to the BMC, BSES/other public bodies for the purpose of providing the amenity/ facilities like water supply, electricity, etc. to the said building/s shall be reimbursed to the Builders, at actual, by all the unit-holders of the said building/s in proportion to the respective area of their respective units the amount of the same to be determined by the Builders. The Flat Purchaser agrees to pay to the Builders within seven days of demand, such proportionate share of the Flat Purchaser of such deposit.

34. If at any time any additional development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the BMC/Government and/or any other Public Authority in respect of the said property described in the Seventh Schedule hereunder written and/or the said building/s, the same shall be borne and paid by all the unit-holders in proportion to the respective built-up area of their respective units.

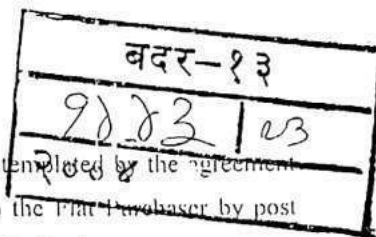
35. The Flat Purchaser agrees and binds himself/herself to pay to the Builders his provisional contribution of Rs. 3121.25/- Three Thousand One Hundred Twenty One Pa. e Twenty per month (as per the present estimate, but subject to revision, from time to time) towards the aforesaid outgoings (referred to in clause (11) above) from the date as provided hereinabove in Clause (10) and payable every month regularly in advance till such Co-operative Society/Condominium is formed and thereafter to the Co-operative Society/Condominium. The Flat Purchaser shall not withhold the same for any reason whatsoever.

36. It is also an express term and condition of this Agreement that :-

(a) A Co-operative Society/ Condominium will be formed as aforesaid only after the Builders have completed the development work of the said property and have constructed, in full, the aforesaid building.

And

(b) The Flat Purchaser shall not be entitled to require the Builders to make a Declaration under Section 2 of the MAO Act, or to form such Co-operative Society/Condominium, before the Builders complete the entire project of development of the said property and fully construct the said building as provided for in this Agreement.



37. All notices to be served on the Flat Purchaser as contemplated by the agreement shall be deemed to have been duly served if sent to the Flat Purchaser by post under Certificate of Posting at his/her/its address specified below:

• Address:

38. The Flat Purchaser shall permit the Builders and their servants and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof.

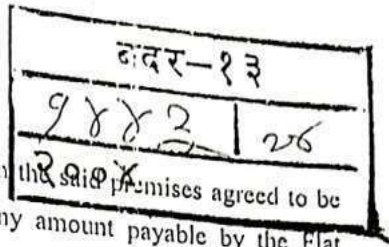
(a) to view and examine the state and condition thereof and the Flat Purchaser shall make good, within three months of the Builders giving a notice, all defects, decays and wants to repair of which such notice in writing shall be given by the Builders to the Flat Purchaser.

and

- (b) for carrying out any work to any other part of the said building.
39. It is clearly understood and agreed by and between the parties hereto that the terrace space above the said building, if constructed upon by the Builders shall belong exclusively to the Builders or to the unit-holders of the units so constructed thereon, subject to the necessary means of access to be permitted for such purposes as to reach the water tanks and lift-machine rooms of the respective Wings of the said building/s and subject to the provisions of Clause (39A) hereof. The purchaser/s of such terrace shall be entitled to make use of the same for all purposes whatsoever, as permissible by law. However, the unit-holder shall not enclose or cover the said terrace without the written permission of the BMC and the Builders and/or the Co operative Society /Condominium, as the case may be.

40. So long as the area of the said premises (agreed to be acquired by the Flat Purchaser from the Builders) is not altered and the amenities set out in the Annexure and Schedule hereunder written are not altered, the Builders shall be at liberty (and are hereby permitted) to make variations in the layout of the said Sector R-2 and/or elevation of the buildings including relocating the open spaces, structures, garden spaces, internal access road/s and other amenities sanctions for development of the said Land/s Sector R-2, as the exigencies of the situation and the circumstances of the case may require. The Flat Purchaser expressly hereby consents to all such variations.

41. If at any time prior to the execution of the Declaration form of the Co-operative Society/Condominium and prior to the execution of the Deed/s of Apartment the F.S.I. at present applicable/available to the said property described in the Schedule hereunder written is increased, such increase shall ensure for the benefit of the Builders alone without any rebate to the Flat Purchaser.



42. The Builders shall have a first lien and charge on the said premises agreed to be acquired by the Flat Purchaser in respect of any amount payable by the Flat Purchaser to the Builders under the terms and conditions of this Agreement.
43. The nature, extent and description of the "common area and facilities" and of the "limited common areas and facilities" shall be as under:

(a) COMMON AREA AND FACILITIES:

- (i) Compound of the said building i.e. the open area of land appurtenant to the said building/s (out of the said property described in the Seventh Schedule hereunder written) but excluding the open car-parking spaces in the compound allotted/to be allotted to any other unit-holders. This is subject to the provisions of Clause 48 hereinafter written.
- (ii) Save as otherwise specified in this Agreement, all items stated in Clause (f) of Section 3 of the Maharashtra Apartment Owners Act, 1970 shall also be considered to be "Common Areas and Facilities".
- (iii) Demarcated open terrace above the top floor of the said building (to be determined by the Builders) for being used for common purposes such as putting up T.V. antenna and for being used as an open terrace by the members owning residential premises in the said building but not for putting up any construction or as a play area or any such objectionable user. If the Builders do not sell the remaining area of the Terrace, in pursuance of the Builders' right under Clause (39) above, such remaining area shall also be a common area and facility.
- The Flat Purchaser will have a proportionate undivided interest in the above.



(b) LIMITED COMMON AREA AND FACILITIES

- (i) Mid-landing and landing on the floor of the respective Wing of the said building on which the particular premises is located, as a means of access to the premises but not for the purposes of storing or as a recreation area or for residence or for sleeping.
- (ii) This landing is limited for the use of the residents of the premises located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors to the said building.
- (iii) The staircase of the respective Wing of the said building including main landing and the Entrance lobby of the said building, for the purpose of ingress and egress of the Flat Purchaser and visitors to the said building.

but not for the purpose of storing on for recreation or for residence or for sleeping. Also the Lift/s in the said building, will be for the benefit of the Flat Purchaser of and the visitors to the residential premises in the said building. The Flat Purchaser will have proportionate undivided interest in the above.

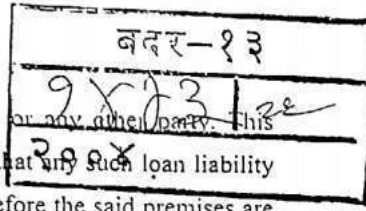
44. The Builders have entered into an Agreement with Nahar Builders And Developers Limited whereby Nahar Builders And Developers Limited have agreed to provide club facilities to the Flat Purchaser of Amrit Shakti Complex. The Flat Purchaser shall pay to the Builders one time payment of Rs. 56750/- (Rupees Fifty Six Thousand Seven Hundred Fifty only) which shall be paid along with the payment of the last installment under Clause 10 of this Agreement in addition to the aforesaid sum the Flat Purchaser shall be bound and liable to pay an annual subscription fees and service charges as and when levied by Nahar Builders And Developers Limited. The club facilities provided hereinabove, shall be available to the occupants of the other complexes if any, as and when the same are developed and the Flat Purchaser expressly consents to the same.

45. At the time of obtaining possession of the said premises from the Builders the Flat Purchaser shall pay to the Builders, an estimated sum of Rs. _____/- (Rupees _____ only) calculated at Rs. _____/- (Rupees _____ only) per sq.ft. of super built up area of the said premises towards Apex Body expenditures. (which includes, inter alia, maintenance of the layout infrastructures) until the Apex Body is formed. The Builders shall be entitled to utilise the aforesaid sum paid towards the Apex Body expenditures for the maintenance and upkeep of the following i.e. the layout roads, internal access roads, the common garden/recreation area, street lighting, storm water drains and other common amenities and infrastructures in the layout which will serve all the different plots/sub-plots comprised in the Sector R-2. In the event of the aforesaid sum paid towards Apex Body expenditures being used up or becoming insufficient to make the payments for which the said sum is collected, the Flat Purchaser (along with the holders of all the different premises in the building Plots/Sub-Plots in the Sector R-2) shall be liable to bear the additional Apex Body expenditures, in proportion to the respective built-up area of their concerned premises/building plots, as the case may be. The Flat Purchaser agrees and undertakes to pay to the Builders his/its/their proportionate share, as may be determined by the Builders towards such additional Apex Body expenditures, from time to time.

46. The Flat Purchaser hereby gives his/her express consent to the Builders to raise any loan against the said Buildings under construction and to create



charge/security on the same with any Bank or Banks or any other party. This consent is on the express condition and understanding that any such loan liability shall be cleared by the Builders at their own expense before the said premises are handed over to the Flat Purchaser.



47. It is clarified by the Builders that:

(a) The aforesaid Building known as ZINNIA shall be constructed and completed by the Builders in accordance with the present sanctioned building R-2/2 and/or further variations/amendments, as may be approved by BMC to the sanctioned building plans.

(b) A Co-operative Society/Condominium will be formed by the Builders and the Owners in accordance with the provisions of this Agreement which shall be in respect of the residential premises in the said building and their corresponding proportionate interest in the said property.

And

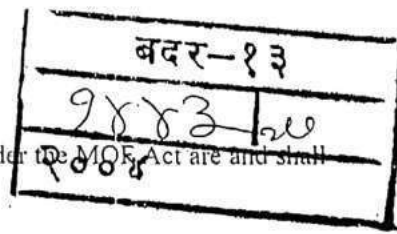
(c) The format of such Co-operative Society/Condominium and the preparation of the Declaration, Deed of Apartment and all other documents in connection with and relating to the formation of Co-operative Society/Condominium shall be as may be advised/decided/prepared by the Advocates and Solicitors of the Builders.



48. It is intended that the Co-operative Society/Condominium to be formed of the respective flat purchasers of the said building known as "ZINNIA" as aforesaid, shall ultimately maintain and repair lighting, drainage, watermains, drains, internal access roads, etc. suction tank with pumps, Auxiliary Tanks, R.G., watchman's cabin, security, complex gate, ancillary structures, recreation areas, etc. concerning the said building (the expenses thereof to be borne by them respectively in proportion to the respective built-up area of their concerned premises). Specific and suitable provisions for the above (as may be decided/determined by the Builders and/or their Advocates & Solicitors) shall be made in the Deed/s of Apartment/Conveyance to be executed. The FLAT PURCHASER expressly consents to the same.

49. Though the Owners are a party to this Agreement, it is clarified, confirmed and agreed, as essential terms and conditions of this Agreement that:-

- (a) The Builders and the Owners are independent contracting parties (on Principal to Principal basis) in this Agreement.
- (b) The Owners are not and shall not be considered to be a "Promoter" as defined by the MOF Act, 1963.



- (c) All the obligations of the "Promoter" under the MAO Act are and shall be those of the Builders alone.
- (d) The responsibility to construct and complete the said Building known as ZINNIA (as contemplated above) shall be of the Builders alone.
- (e) The only obligation of the Owners under and in pursuance of this Agreement shall be to deliver formal/judicial possession of the said property simultaneously with the Builders delivering to the unit-holders possession of their respective residential premises in the said building and thereafter to transfer title in and to the said property, in accordance with the law, and in particular in accordance with the provisions of the MAO Act in keeping with the provisions of this Agreement.

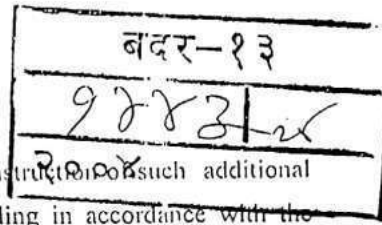
And

- (f) Physical possession of the said property will be delivered by the Builders to the Buyers by way of Possession Deeds and the same shall be made by account Payee Cheques in favour of the Builders only.

50. All payments, required to be made under this Agreement shall be by account Payee Cheques in favour of the Builders only.

51. As provided for above, the Builders contemplate utilizing T.D.R. for constructing additional floors and/or putting up additional construction in/to/upon the said building/s, if so permissible. In these circumstances, it is specifically and clearly understood and agreed, as essential and integral terms and conditions of this Agreement that if construction and completion of any such additional floor/s is delayed, by reason of the delay in obtaining such Additional F.S.I./T.D.R. and/or delay in sanction of further building plans and/or delay in obtaining from the Municipal Corporation of Greater Mumbai Occupation Certificate in respect of such additional floors or otherwise, the Builders shall be entitled to reasonable extension of time for completion of the said additional construction so long as further construction is being carried on/completed by the Builders in accordance with the building plans sanctioned by the Municipal Corporation of Greater Mumbai, and it is agreed that:-

- (a) Upon the Builders obtaining from the Municipal Corporation of Greater Mumbai the Occupation Certificate in respect of the floor on which the said premises are located, the Flat Purchaser shall pay the balance of the consideration/purchase price and obtain from the Builders possession of the said premises and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement;



(b) The Builders shall be entitled to continue construction of such additional floors/construction and the rest of the building in accordance with the building plans that may then have been sanctioned by the Municipal Corporation of Greater Mumbai;

(c) No obstruction or hindrance shall be caused by the Flat Purchaser to such further construction by the Builders;

And

(d) The builders shall be entitled to sell the premises in such additional construction in/upon the said building/s on ownership basis by an Agreement in a form similar to or as near as possible to this Agreement and to receive for itself the consideration in respect thereof and that the unit-holders of such additional premises shall be entitled to be the members of the Co-operative Society/ Condominium or Association which will be formed by the unit-holders of the premises in the said building. No obstruction/objection of any sort shall be made or raised by the Flat Purchaser in this connection.

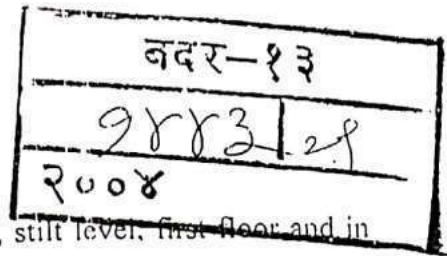
(e) Suitable covenants reserving the aforesaid rights of the Builders shall be incorporated in the Deeds of Apartment/Conveyance to be executed in respect of the said property and the said building/s thereon in favour of the Flat Purchaser.



52. REFUGE AREA Refuge area in the said Building known as ZINNIA shall be provided on the 7th floor of the said building as per the directions of the Chief Fire Officer, Mumbai Fire Brigade. The Flat Purchaser has been informed that as per the condition that may be imposed by the Chief Fire Officer B.M.C., the occupants of the said building are required to do the following acts, deeds and things and/or required to observe the following:-

- (i) Entrance door to the Refuge Area shall be painted or fixed with a sign painted in luminous paint mentioning "REFUGE AREA IN CASE OF EMERGENCY".
- (ii) Adequate drinking water facilities shall be provided in the Refuge Area.
- (iii) Adequate emergency lighting facility connected to the staircase, corridor lighting circuits shall be provided in the Refuge Area.

The Co-operative Society/Condominium formed by the Unitholders shall comply with the above requirements and the other fire safety measures as per the directions and regulations of the Chief Fire Officer, Mumbai Fire Brigade and further modifications made thereto, from time to time.



53. The Car/Scooter Parking Spaces at the ground floor, still level, first floor and in the open compound of the said building may be exclusively allotted by the Builders (as per their discretion) to the unit-holders of the units in the said building for his/her/its/their exclusive use. The said right of exclusive use shall be heritable and transferable along with the respective unit to which it belongs.

54. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the unit-holders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the unit-holders or shall in any manner prejudice the rights of the Builders.

55. As required by the Income-tax (Sixteenth Amendment) Rules, 1998.

(A) The Builders state as under:-

We are assessed to Income-Tax by the _____ and
the Permanent Account Number allotted to us is ANAN 1599 D

B) I/We MR. KUMAR SWARNIL & MRS. SWATI SWARNIL, the Flat
KUMAR
Purchaser within named hereby state that the Permanent Account Number
allotted to me/ us is ALSPS 8607 A.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day and year first in here above mentioned.

Kumar Swarnil
Swati



THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of Land of Second Owners Manubhai. N. Sheth H.U.F)

All those piece and parcels of land or ground hereditaments and premises situated, lying and being at Village and City Survey Chandivali, Taluka Kurla, District Bombay Suburban, within the limits of 'I' Ward of the Municipal Corporation of Greater Bombay bearing following particulars.

S. No.	Survey No.	Hissa No.	C.T.S. No.	Area in Sq. Mtrs.
1	1(pt)	--	46(pt)	3197.20
2	2	1(pt)	1-B	71.30
			1-C	2038.20
			1-D	10339.20
3	3	1(pt)	40 (pt)	20671.93



THE THIRD SCHEDULE ABOVE REFERRED TO
(Description of Land of Third Owner N.A. Sheth H.U.F)

All those piece and parcels of land or ground hereditaments and premises situated, lying and being at Village and City Survey Chandivali, Taluka Kurla, District Bombay Suburban, within the limits of 'L' Ward of the Municipal Corporation of Greater Bombay bearing following particulars.

S. No.	Survey No.	Hissa No.	C.T.S. No.	Area in Sq. Mtrs.
1	9	2(pt)	36-A(pt)}	9292.60
			36-B(pt)}	
2	11	2(pt)	28-A/1	17905.20
			28-A/2	3210.80
			28-A/3	6845.90
			28-B	10059.50
			28-C	480.30
3	15	-	26-A	69304.60
			26-B/1	1328.80
			26-B/2	7491.60
			26-C	775.40
4	16	2(pt)	27	1346.60
			53-A/1	19320.10
5	17	-	53-A/2	6747.50
			53-B	1655.50
			53-C	9174.50

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of Land of Fourth Owners J.A. Sheth H.U.F)

All those piece and parcels of land or ground hereditaments and premises situated, lying and being at Village and City Survey Chandivali, Taluka Kurla, District Bombay Suburban, within the limits of 'L' Ward of the Municipal Corporation of Greater Bombay bearing following particulars.

S. No.	Survey No.	Hissa No.	C.T.S. No.	Area in Sq. Mtrs.
1	18(pt)	-	52-A(pt)	29447.91
			52-B	1267.50
2	19(pt)	-	49 (pt)	1670.50
3	20 (pt)	-	48 (pt)	12371.88
4	24	2(pt)	42(pt)	5328.90
5	4	1(pt)	50-A (pt)	25130.56
			50-B	1583.40
			50-C	504.50
			50-D	159.70



THE FIFTH SCHEDULE ABOVE REFERRED TO
(Description of Land of Fifth Owners Shantaben M. Sheth.
Mrs. Leena Jitendra Sheth & Mrs. Rama Narendra Sheth)

All those piece and parcels of land or ground hereditaments and premises situated, lying and being at Village and City Survey Chandivali, Taluka Kurla, District Bombay Suburban, within the limits of 'L' Ward of the Municipal Corporation of Greater Bombay bearing following particulars.

S. No.	Survey No.	Hissa No.	C.T.S. No.	Area in Sq. Mtrs.
1	7	1-A(pt)	13-A	273.30
			13B	2898.90
			13-C	16034.00
2	7	1-A(pt)	14(pt)	1315.98
3	9	1(pt)	36-A(pt)	4365.15
			36-B(pt)	36483.17
4	11	1(pt)	29(pt)	456.00
5	13(pt)	-	11(pt)	

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Description Of The Land, Which The Builders Are Entitled To Develop)

बदर-१३
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All that piece and parcel of land or ground situate, lying and being at Chandivli in Brihanmumbai 'L' Ward and bearing the following CTS Nos. 4, 4/1 to 4/61 (pt) except 307 sq. mtrs. 13A, 13B, 13C, except 6520 sq. mtrs. 14(pt), 16, 16/1 to 16/12 (pt), 19, 19/1 to 19/28 (pt), 20, 20/1 to 20/13 (pt), 25, 25/1 to 25/32 (pt) except 2980.12 sq. mtrs. 26A except 43090.45 sq. mtrs. 26B/2, 26C, 27, 28A/1, 28A/2 28A/3, 28B, 28C, 29(pt) except 10168.71 sq. mtrs. 30A/1 (pt) except 8658.02 sq. mtrs. 30A/2, 30A/3, 31, 31/1, 32, 33, 34 (pt) except 387.59 sq. mtrs. 35, 36A (pt) except 351.02 sq. mtrs. 36A/4, 36A/5, 36A/8, 36A/9, 36A/10, 36B, 38, 39 (pt) except 118.72 sq. mtrs. 40(pt) except 297.50 sq. mtrs. 42 (pt) except 81 sq. mtrs. 43, 43/1 to 43/52 (pt) except 779.18 sq. mtrs. 46 (pt), 46/3 except 255.90 sq. mtrs. 48 (pt), 49 (pt), 50A (pt) except 16825.53 sq. mtrs. 50B, 50C, 50D, 51 (pt) except 244.38 sq. mtrs. 52A (pt), 52B, 53A/1 except 8329.25 sq. mtrs., 53A/2, 53B, and 53C.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE LAND UNDER CONSTRUCTION IN SECTOR R-2)

All that piece and parcel of land or ground situated lying and being at Chandivli in Brihanmumbai L ward and bearing the following CTS Nos. 28A/3, 29 (pt), 30A/1 (pt) and 50 (pt) admeasuring _____ sq. mtrs. or thereabout of village Chandivli taluka Kurla at Mumbai surburban district.

SIGNED SEALED AND DELIVERED)
by the withinnamed First Owners)
(1) JITENDRA AMRITLAL SHETH for)
self and as Karta and Manager of his)
Joint Hindu Family consisting of himself,)
(2) NARENDRA AMRITLAL SHETH,)
(3) JATIN MANUBHAI SHETH,)
(4) SHANTABEN MANUBHAI SHETH,)
(5) PURNA JATIN SHETH,)
(6) SAMIR JITENDRA SHETH,)
(7) RAMA NARENDRA SHETH,)
(8) AMAR JATIN SHETH, and)
(9) RISHABH JATIN SHETH,)
in the presence of...

(3) 2-7
(CONSTITUTED ATTORNEY)

SIGNED SEALED AND DELIVERED)

by the withinnamed Second Owners.)

(1) JATIN MANUBHAI SHETH, for self)

and as Karta and Manager of the Joint)

Hindu Family consisting of himself.)

(2) PURNA JATIN SHETH,)

(3) AMAR JATIN SHETH,)

(4) RISHABH JATIN SHETH,)

in the presence of...)

SIGNED SEALED AND DELIVERED)

by the withinnamed Third Owners)

(1) NARENDRA AMRITLAL SHETH,)

for self and as Karta and Manager of his)

Joint Hindu Family and)

(2) RAMA NARENDRA SHETH)

in the presence of...)

SIGNED SEALED AND DELIVERED)

by the withinnamed Fourth Owners)

(1) JITENDRA AMRITLAL SHETH,)

for self and as Karta and Manager of his)

Joint Hindu Family.)

(2) SAMIR JITENDRA SHETH.)

in the presence of..)

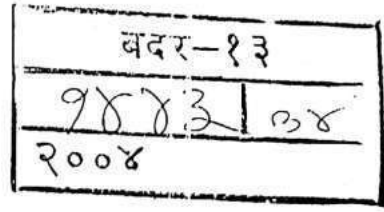
SIGNED SEALED AND DELIVERED)

by the withinnamed Fifth Owners)

SHANTABEN MANUBHAI SHETH,)

RAMA NARENDRA SHETH,)

in the presence of..)



(2) ~ 7
(CONSTITUTED ATTORNEY)



(2) ~ 7
(CONSTITUTED ATTORNEY)

(2) ~ 7
(CONSTITUTED ATTORNEY)

(2) ~ 7
(CONSTITUTED ATTORNEY)

बदर-१३
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SIGNED SEALED AND DELIVERED)
 by the Withinnamed "Builders")
 M/s. Nahar Enterprises)
 by its partners/authorised signatory)
M.K.S.E. NAHAR)
 in the presence of.)

FOR NAHAR ENTERPRISES
 (2) 10-7
) (PARTNER/AUTHORISED SIGNATORIES)

SIGNED SEALED AND DELIVERED)
 by the Withinnamed "Flat Purchaser")
 Mr./Mrs./M/s. KUMAR SWAPNIL &)
 MRS. SWATI SWAPNIL KUMAR)
 in the presence of.)

Kumar Swapnil Swatiks



Received on the day and year first hereinabove)
 written of and from the withinamed Purchaser,)
 the Sum of Rs. 376942/-)
 (Rupees Three Lacs Seventy Six Thousand)
Nine Hundred Forty Two)
 being the amount as mentioned herein above)
 payable by him/her to us.)

We say Received
 FOR NAHAR ENTERPRISES

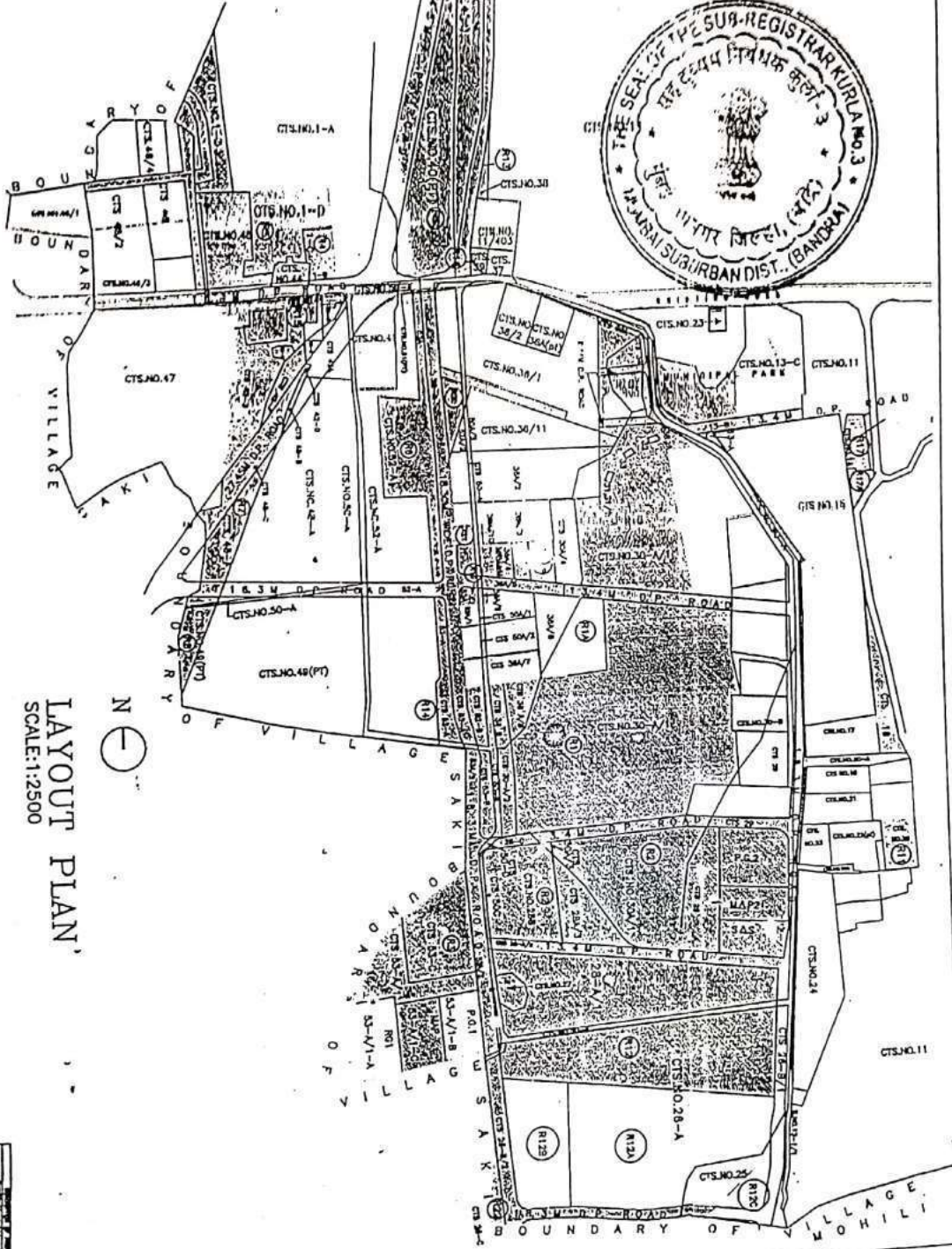
- 1.
- 2.

(2) 10-7
 PARTNER/AUTHORISED
 SIGNATORY
 (BUILDERS)

Annexure - 1

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2008		

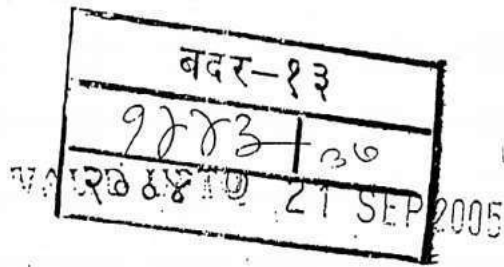


N
 LAYOUT PLAN
 SCALE:1:2500

Prepared by	...
Checked by	...
Approved by	...
Date	...

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Annexure-2



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 3968 /BPES/AL-122 SEP 2005

COMMENCEMENT CERTIFICATE



To: Shri - S.B. Nahan
As to owner -
Shri - J.A. Shelke & others

Sir,

With reference to your application No. 4087 dated 6.7.04

for Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional & Town Planning Act, 1966, to carry out development and building permission under section 346 of the Mumbai Municipal Corporation Act, 1888 to erect a building in Building No. 12/9 on plot No. 28 (CP), 29 (CP), 30 (CP) C.T.S.No. 28 (CP), 29 (CP), 30 (CP) Divn Village/Town Planning Scheme No. 12/9 situated at Road/Street 250 CPB Ward 6

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

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

(a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with

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

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

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

The C.C. is valid upto 21 SEP 2005



up to plinth Level to stilt slab

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

(Signature)
 Executive Engineer Building Proposals
 (Eastern Suburbs)
 FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

477-43
9663
2004

This I.O.D. is issued in strict compliance with the provision of U.L. (G.R) Act, 1978.

346
orm
88

in replying please quote No. and date of this letter.

22 JUL 2004

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

No. E.B./CE/ BS/A of 200 - 200
No. CE/3968/BPES/AL of

MEMORANDUM

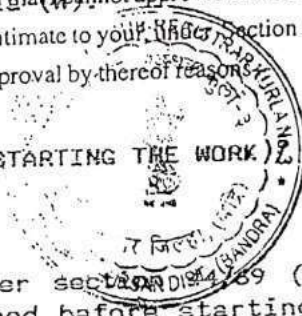
Municipal Office,
Mumbai200

Shri S.B.Nahar, C.A. to Owner Shri J.A.Sheth & Ors.

With reference to your Notice, letter No. 2463 dated 06/07/2004 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Proposed residential bldg.No.R2/9 on plot bearing Nos. 28 (Pt.), 29 (Pt.), 30 (Pt.) & 50 (Pt.) of Sector furnished to me under your letter, dated R-2 of 200. I have to inform you that I cannot approval of the building work proposed to be erected or executed, and I therefore hereby formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons

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

1. That the commencement certificate under section 346(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 upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.



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

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

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 21 JUL 2009, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

New 21/7/09
Executive Engineer, Building Proposals,
Zone, E/S Words.

SPECIAL INSTRUCTIONS

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

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

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

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

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

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

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property tax is required to give notice of erection of a new building or occupation of building which has been vacant, to the Municipal Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with the provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises is 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 of the Act about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your permits and to issue 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 353(a) of the Bombay Municipal Corporation Act.

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

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburbs 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.



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4. That the specifications for layout/D.P./or access roads/development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback lights and S.W.D. from E.E.R.C.(W.S.)/E.E.S.W.D. of W.S. before submitting B.C.C.
5. That the structural engineer will not be appointed, supervision memo as per appendix XI (regulation 5(3)(ix) will not be submitted by him.
6. That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load 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./O.I.L.R. before applying for C.C.
8. That the regd.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 MCGM.
9. That the I.B. indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before starting the work will not be submitted before C.C./starting the work.
10. That the requirements of N.O.C. of (i) B.S.E.S.Ltd. (ii) Chief Fire Officer. (iii) Tata Hydro-Electric Co. will not be obtained and the requisitions if any will not be complied with before occupation cft./B.C.C.
11. That the qualified/registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.
12. That the extra water and sewerages charges will not be paid to A.E.W.W. before C.C.
13. That the true copy of the sanctioned layout/sub-division/ amalgamation approved under No.CE/360/BPES/LOL dated 6/5/1996 and CE/272/BPES/LOL dated 15/4/1993 alongwith the terms and conditions thereof, will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.

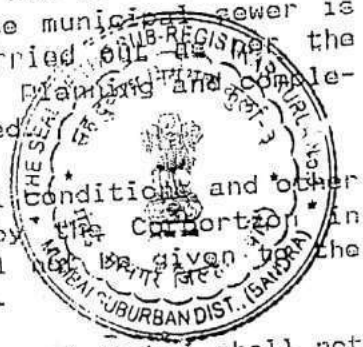
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14. That the adequate care in planning and designing and carrying out construction will not be taken in the proposed bldg. to provide for the consequence of settlement of floors and plinth filling etc.
15. That the adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work and NOC from Tree Authority will not be obtained.
16. That the notice under Section 347(1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of work.
17. That this office will not be intimated in prescribed proforma for checking the open spaces and bldg. dimensions as soon as the work upto the plinth is completed.
18. That the clearnace certificate from assessment dept. regarding upto date payment of municipal taxes etc. will not be submitted.
19. That the requirement of byelaw 4(c) will not be complied with before starting the drainage work and in case municipal sewer is not laid, the drainage work will not be carried out. The requirement of Ex.Engineer (Sewerage Project) Framing and completion certificate from him will not be submitted.
20. That the copy of intimation of disapproval conditions and other layout or sub-division conditions imposed by the Corporation in connection with the development at site shall not be given to the would be purchaser and also displayed at site.
21. That the M.A. permission from the Collector of Mumbai shall not be submitted.
22. That the Janta Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
23. That the development charges as per MRTD (Amendment) Act, 1992 will not be paid.
24. That the carriage entrance shall not be provided before starting of work.
25. That the regd. undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.



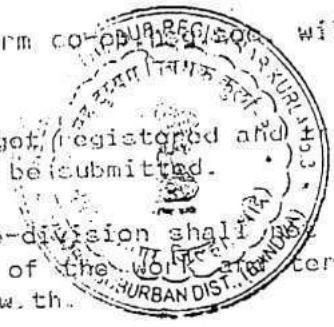
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26. That the adequate and decent temporary sanitary accommodation will not be provided for construction workers on site before starting the work.
27. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of extracts from the District Inspector of Land Records, extracts from City Survey Record and conveyance deed.
28. That the separate P.R.Cards for each sub-divided plots, roads etc. exhibiting area in words and figures will not be submitted.
29. That the debris will not be removed before submitting the bldg. completion certificate and 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 regd.undertaking agreeing to form co-operative society will not be submitted before starting of work.
32. That the society will not be formed and got registered and no copy of the registration of society will not be submitted.
33. That the proposal for amended layout/sub-division shall be submitted and got approved before starting of the work and conditions thereof will not be complied with.
34. That the proposal will contravene the section 251(A)(A) of Mumbai Municipal Corporation Act.
35. That the remarks from Asst.Engineer, Water Works regarding location, size, capacity of suction tank, overhead storage tank for the proposed and existing work will not be submitted before starting of the work and his requirements will not be complied with.
36. That the capacity of overhead tank will not be provided as per form issued by department of Hydraulic Engineer and Structural design to that effect admitted before requesting to grant commencement certificate.
37. That the phase programme for infrastructural development will not be submitted and got approved and will not be developed as per phase programme.



[Handwritten Signature]
E.E.P.(E.S.)

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38. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.

39. That the NOC from Insecticide Officer shall not be submitted.

40. That the board mentioning the name of architect/owner shall not be displayed on site.

41. That the RUT for non-miscellaneous of stilt portion shall not be submitted.

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

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

2. That the requirement of N.O.C. from C.A., U.L.C. & R Act will not be complied with before starting the work above plinth level.

C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE

1. That some of the drains will not be laid internally with C.I. Pipes of adequate size.

2. That the conditions mentioned in the clearance order No.C/ULC/D-III/Sec.8(4) dated 16/5/1994 obtained from the competent authority under ULC&R Act 1976 will not be complied with and fresh ULC order showing revised area under road setback will not be submitted.

3. That the dust bin will not be provided as per C.E.'s circular No.CE/9297/II dated 26.6.1978.

4. 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..

5. That the 10' wide paved pathway upto staircase will not be provided.

6. 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.



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7. That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before O.C.C./B.C.C.
8. That the parking spaces will not be provided as per D.C.R.No.36.
9. That B.C.C.will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of its payment.
10. 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 MCGM.
11. That every part of the building constructed and more particularly overhead water tank will not be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
12. That the infrastructural works such as construction of hand holes/panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
13. That the regulation No.45 and 46 of D.C.Reg.1991 shall not be complied with.
14. That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed.
15. That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 Sq.Mts.
16. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.

1 New 27/11/04

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17. That the certificate to that effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakage through sanitary blocks, terraces, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.

18. That the three sets of plans mounted on canvas will not be submitted.

19. That the certificate from lift inspector regarding satisfactory installation and operation of lift will not be submitted.

20. That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor/atilt.

21. That the final NOC from S.G. shall not be submitted.

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

1. That the cft. u/s.270-A of the B.M.C.Act will not be obtained from H.E.'s department regarding adequacy of water supply.

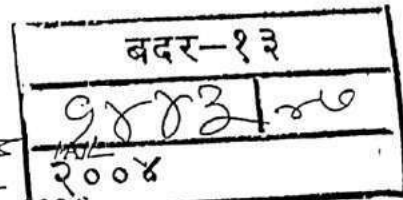
2. That the ownership of the recreation space shall not vest by provision in a deed of conveyance in all the property owners on account of whose holding the R.G. is assigned.



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The work should not be started unless objections are complied with

A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.

Temporary permission or payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.

Temporary sanitary accommodation on full flushing system with necessary drainage arrangement 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 side drain.

The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume 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 before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors. etc. without obtaining prior permission from the Ward Officer.

The work should not be started unless the manner in obviating 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 Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.

The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.

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 purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.

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 broke 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.

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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - 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.
 - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Municipal Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged that not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns 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 perfections 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 an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
 (b) Lintels or Arches should be provided over Door and Window opening.
 (c) The drains should be laid as require under Section 234-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



Executve Engineer, Building Proposals
 Zones Wards.

Copy to Arch.

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Annexure - 3

NOTERS
I. GANDHI (Notary)
SHAH
TRIVEDI (Notary)
S. Y.R. GANDHI
S.S. KHER
DESAI

Manilal Kher Ambalal & Co.

(REGISTERED)
Advocates Solicitors & Notary
JEHANGIR WADIA BLDG., 51, M. GANDHI ROAD,
FORT, BOMBAY-400 023.

TELEGRAM:
"AVANTI" BOMBAY

TELEPHONES:
204 4753 * 24 17 94
283 0528

FAX
022-2045498 (NATIONAL)
9122-2045498 (INTERNATIONAL)

cf. No. RV 3552

17th May, 1994.

A.D. Sheth, HUF,
N.A. Sheth, HUF,
M. A. Sheth, HUF
J. A. Sheth, HUF
Smt. Shantaben Sheth & Ors.



Dear Sirs/Madams,

This is to certify that the title of your lands situate at Chandivali, more particularly described in the Schedules hereunder written and shown on the plan hereto annexed and delineated in different coloured boundry lines, is marketable subject to the reservations and remarks mentioned with regard to the said lands in the Schedules hereunder written.

SCHEDULE HEREINABOVE REFERRED TO:

MR. A. D. SHETH (HUF):

1. Land bearing S.No. 2/2 (Pt) corresponding C.T.S.No. 44 & 44/1 to 13 of Village Chandivali, Taluka

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Kurla, B.S.D. Bombay, in all admeasuring 1,247.60 Sq. Mts. Out of the above lands an area admeasuring .73.94 Sq. Mts. are affected by D.P. Road for which Sub-Division Order has been issued by the Collector, B.S.D. under No. SR/535 dated 22/3/91.

2. Land bearing S.No. 2/2 (Pt) corresponding C.T.S.No. 45, 45/1 to 29 of Village Chandivali, Taluka Kurla, B.S.D. Bombay, in all admeasuring 6,238.50 Sq. Mts. Out of the above lands an area admeasuring 171.50 Sq. Mts. are affected by D.P. Road for which Sub-Division Order has been issued by the Collector, B.S.D. under No. SR/532 dated 22/3/91.



3. Land bearing S.No.3/2 (Pt) corresponding C.T.S.No. 51 of Village Chandivali, Taluka Kurla, B.S.D. Bombay, in all admeasuring 291.37 Sq. Mts. excluding an area admeasuring 380.63 Sq. Mts. acquired by Maharashtra Housing Board. Out of the area admeasuring 672.0 Sq. Mts. an area admeasuring 244.38 Sq.Mts. are affected by D.P. Road for which Sub-Division Order has been issued by the Collector, B.S.D. under No. SR/546 dated 4.7.1991.
4. Land bearing S.No. 4-1 (Pt) corresponding

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C.T.S.No. 4, 4/1 to 61 of Village Chandivali, Taluka Kurla, B.S.D. Bombay, in all admeasuring 13,047.3 Sq. Mts. excluding an area admeasuring 7,159.3 Sq. Mtrs. acquired by Maharashtra Housing Board and subsequently sold to Shipping Corporation of India. Out of the above land admeasuring 13,047.3 Sq. Mtrs. an area admeasuring 3,730.3 Sq.Sq. Mts. are affected by D.P. Road for which Sub-Division Order has been issued by the Collector, B.S.D. under No. SR/553 dated 25.9.1991.

5. Land bearing S.No. 5, corresponding C.T.S. No. 19 of Village Chandivali, Taluka Kurla, B.S.D. Bombay, all admeasuring 646 Sq. Mts.
6. Land bearing S.No. 6(Pt) corresponding 38 of village Chandivali, Taluka Kurla, Bombay in all admeasuring 628 Sq. Mts.
7. Land bearing S.No. 6(Pt) corresponding C.T.S. No.9 of village Chandivali, Taluka Kurla, B.S.D., Bombay, in all admeasuring 12,161.7 Sq. Mts.
8. Land bearing s.No. 7/2(Pt) corresponding C.T.S. No. 16, 16/1 to 92 of village Chandivali, Taluka Kurla, B.S.D. Bombay, in all admeasuring 3,203.4



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- Sq. Mts. Out of above land an area admeasuring 2,452.87 S.Mts. is in possession of M. S. Sawhney & Sons, which was leased out to them for quarrying operation.
9. Land bearing S.No. 7/2 (Pt) corresponding C.T.S. No.19, 19/1 to 28 of village Chandivali, Taluka Kurla, B.S.D., Bombay, in all admeasuring 1,508.80 Sq. Mts. out of which an area admeasuring 1,433.80 Sq. Mts. is in possession of Kalyan Stone Quarry which was leased out to them for quarrying purposes.
10. Land bearing S.No. 8(Pt) corresponding C.T.S.No. 34 of village Chandivali, Taluka Kurla, B.S.D., Bombay in all admeasuring 3,596.30 Sq. Mts. excluding area admeasuring 161 Sq. Mts. sold to S.K. Bhandari.
11. Land bearing S.No. 10(Pt) corresponding C.T.S.No. 31/1 of village Chandivali, Taluka Kurla, B.S.D., Bombay in all admeasuring 56.7 Sq. Mts.
12. Land bearing S.No. 10(pt) corresponding C.T.S.No. 32 of village Chandivali, Taluka Kurla, B.S.D., Bombay, in all admeasuring 51.2 Sq. Mts.



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Manilal Kher Ambalal & Co.

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Contn. Sheet

13. Land bearing S.No. 10(Pt), corresponding C.T.S.No. 33 of village Chandivali, Taluka Kurla, B.S.D., Bombay, in all admeasuring 5.1 Sq. mts.
14. Land bearing S.No. 10(Pt) corresponding C.T.S.No. 35 of village Chandivali, Taluka Kurla, B.S.D., Bombay in all admeasuring 11.5 Sq. Mts.
15. Land bearing S.No. 14(Pt), corresponding C.T.S.No. 25, 25/1 to 32 of village Chandivali, Taluka Kurla, B.S.D., Bombay in all admeasuring 10,737.2 Sq. Mts. Out of the above land an area admeasuring 6,954.74 Sq. Mts. is in possession of H.N. Somaiya which was leased out for quarrying purposes.
16. Land bearing S.No. 24/1 (Pt) corresponding C.T.S.No. 43, 43/1 to 52 of Village Chandivali, Taluka Kurla, B.S.D., Bombay, in all admeasuring 4,401.67 Sq. mts. excluding an area admeasuring 1,489.93 Sq. Mts. sold to Aaren Traders and an area admeasuring 552.39 Sq. mt. sold to S.J. Engineering.
17. Land bearing S.No. 6(Pt) corresponding C.T.S.No. 11, 11/1 to 11/402 of village Chandivali, Taluka Kurla, B.S.D., Bombay, in all admeasuring



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Manlal Kher Ambafal & Co.

Contn. Sheet

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6,81,674.19 Sq. Mts. excluding area admeasuring 6,688 Sq. Mts. sold to Indian Road Builders, 808.24 Sq. Mts. sold to Rishi Stone Crushing Co., 418 Sq. Mts. sold to Shashikala Pai, 884.59 Sq. Mts. sold to Kalyani N. Shah, 896.56 Sq. Mts. sold to Sunita Zinge, 449.62 Sq. Mts. sold to Ravindra Desai, 327.60 Sq. Mts. sold to Uttamsingh Dugal, area admeasuring 1,042 Sq. Mts. sold to S.D. Surve and Others. Out of land admeasuring 6,81,674.19 Sq. Mts. area admeasuring 37,288 Sq. Mts. is in possession of Chandivali Quarries, 13,507.55 Sq. Mts. are in possession of H.N. Somaiya & Co., 15,301.14 Sq. Mts. is in possession of Maharashtra Construction Co., 27,196 Sq. Mts. is in possession of Unity Stone Crushing Co., 45,417.51 Sq. Mts. is in possession of Dhanji Jethabhai & Co., 36,987.89 Sq. Mts. is in possession of Kalyani Stone Quarries, 38,326.72 Sq. Mts. are in possession of M.S. Sawhney & Sons, 10,185.17 Sq. Mts. is in possession of Sharma Stone Crushing Co., 15,482.61 Sq. Mts. is in possession of Pate. Quarries Co., 25,486.81 Sq. Mts. is in possession of A. Mahendra & Co., 35,588.12 Sq. Mts. is in possession of Gulati Construction Corporation, 23,586.75 Sq. Mts. is in possession of Bharat Stone and Metal Supply Co., 9,794 Sq. Mts. is in possession of Rishi Stone Crushing Co., an area admeasuring



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Contn. Sheet

- 7 -

16,091.36 Sq. Mts. is in possession of Shalir Stone Quarries and 20,371.45 sq.mts. is in possession of Desai & Co.,

18. Land bearing S.No. 10(Pt) and corresponding C.T.S.No. 30A/1, 30A/2, 30A/3 admeasuring 153412.70 Sq. Mts., 2498.7 Sq. Mts. and 37.5 Sq. Mts. respectively as per the records of City Survey Authorities. Out of the land bearing C.T.S.no. 30A, an area admeasuring 1434.42 Sq. Mts. is sold to Mills Stores Ltd., 7028.25 Sq. Mts. to D.b. Batra, 5662.29 Sq. Mts. sold to J.B Doshi, 2366.27 Sq. Mts. sold to Daga Commercial, 1242.90 Sq. Mts. sold to R.J. Salot, 423.28 Sq. Mts. sold to S.k. Bhandari and 998.77 Sq. Ms. sold to Sameer Steel Leaving a balance area admeasuring 134256.52 Sq. Mts. in C.T.S. 30A/1.

SCHEDULE HEREINABOVE REFERRED TO:

MR. N.A. SHETH (HUF):

1. Land bearing S.No. 11/2(Pt) and corresponding C.T.S. No. 28 A/1 of Village Chandivali admeasuring 17,905.2 Sq. Mts. (Sector R-2) C.T.S. No. 28 A/2 admeasuring 3,210.8 Sq. Mts. (D.P. Road) C.T.S.No. 28 A/3 admeasuring 6,845.9 Sq. Mts. C.T.S.No. 28/B admeasuring 10,059.5 Sq. Mts. and C.T.S.no. 28/C admeasuring 480.3 Sq. Mts.



ब.र-१३
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Manilal Kher Ambalal & Co.

Contn. Sheet

- 8 -

(D.P. Road). The C.T.S. authorities have issued new C.T.S. Nos. to the above lands based on sub-division order issued by Collector, B.S.D. Bombay under No. SR/531 dated 22.3.1991 in respect of original C.T.S.No. 28 of village Chandivali.

2. Land bearing S.No. 16 and corresponding C.T.S.No. 27 of village Chandivali admeasuring 1,346.60 Sq. Mts.
3. Land bearing S.no. 17 and corresponding C.T.S.No. 53 A/1 of village Chandivali admeasuring 19,320.1 Sq. Mts. C.T.S. No. 53 A/2 admeasuring 6,747.5 Sq. Mts. (D.P. Road), C.T.S.No. 53/B, admeasuring 1,655.5 Sq. Mts. and C.T.S. No. 53/C admeasuring 9,174.5 Sq. Mts. The above land was originally having one C.T.S.No. namely C.T.S. No. 53 for which new P.R. Cards have been issued by C.T.S. Authorities based on the Sub-division Order issued by the Collector, B.S.D. Bombay under no. SR/524 dated 22.3.1991.
4. Land bearing S.No. 9/2(Pt) and corresponding C.T.S.No. 36-A (Pt) and 36-B(Pt) in all admeasuring 7,985.28 Sq. Mts. excluding an area admeasuring 2,395.25 Sq. Mts. sold to Kusumkant. & Co., 2,424.17 Sq. Mts. sold to Woods India Ltd.,



बदर-१३	
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२००४	Contn. Sheet

4239.92 Sq. Mts. sold to Hercules Rolling Shuttors, 8,610.92 Sq. mtr. sold to Mills Store Co., 5,244.15 Sq. Mts. sold to Sameer Steel and an area admeasuring 17,148.11 Sq. Mts. held by Shantaben M. Sheth and others out of total area admeasuring 48,047.08 Sq. Mts. (Area of C.T.S. No. 36-A admeasuring 46,725.2 Sq. Mts. and area of C.T.S.No. 36-B, admeasuring 1,322.6 Sq. Mts. in all admeasuring 48,047.08 Sq. Mts.).

City Survey authorities have now issued new P.R. Cards based on Sub-Division Order issued by Collector, B.S.D. Bombay.

SCHEDULE HEREINABOVE REFERRED TO:

MR. M. A. SHETH, (HUF):

1. Land bearing S.No. 2-1 (Pt.) and corresponding C.T.S.No. 1/B, of village Chandivali, admeasuring 71.30 Sq. Mts. (D.P. Road), C.T.S. 1/C of village Chandivali admeasuring 2,038.2 Sq. Mts. and C.T.S.No. 1/D of village Chandivali admeasuring 10,339.20 Sq. Mts. which forms a part of the original C.T.S.No.1 and are given new C.T.S.Nos. based on the sub-division order issued by Collector B.S.D. under SR/544/dated 4.7.1991.
2. Land bearing S.No. 1(Pt.) and corresponding



१६२-२२
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Contn. Sheet

- 10 -

C.T.S.No. 46(Pt) of village Chandivali admeasuring 3,197.20 Sq. Mts. excluding an area admeasuring 2,889.56 Sq. Mts. sold to Shantilal Doshi Pvt. Ltd. 2,648.82 Sq. Mts. sold to G.A. Bhatte, 2,663.04 Sq. Mts. sold to Furnace & Foundary Equipments, 3,264.13 Sq. Mts. sold to Standard Laminates Paper Pvt. Ltd., 3,203.93 Sq. Mts. sold to G.A. Bhatte, 5,274.33 Sq. Mts. sold to H.C. Patel and 2,514.99 Sq. Mts. sold to Standard Poly Fibres out of the original total holding admeasuring 25656.0 Sq. Mts.

3. Land bearing S.No.3-1 (Pt) and corresponding C.T.S. No. 40(Pt.) of village Chandivali admeasuring 20,671.93 Sq. Mts. or thereabouts excluding an area admeasuring 21,872.37 Sq. Mts. acquired by Maharashtra Housing Board and subsequently sold to Shipping Corporation of India out of the total area admeasuring 42,544.30 Sq. Mts.

SCHEDULE HEREINABOVE REFERRED TO:

MR. J. A. SHETH, (HUF):

1. Land bearing S.No. 18(Pt.), corresponding C.T.S.No. 52A (Pt) of village Chandivali, Taluka Kurla, B.S.D. Bombay in all admeasuring 29,447.91 Sq. Mts. excluding an area admeasuring 1,456.84



बदर-१३
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Contn. Sheet

- 11 -

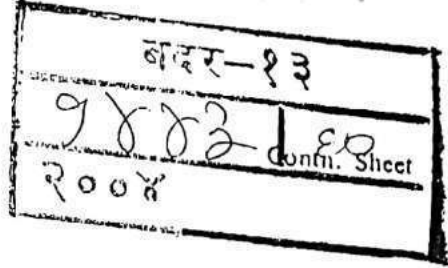
Sq. Mts. sold to Mills Store, 31,464.15 Sq. Mts. acquired by Maharashtra Housing Board, 786.47 Sq. mts. sold to Woods India, 544.50 Sq. Mts. sold to Hercules Rolling Shutter Pvt. Ltd., 510.56 Sq. Mts. sold to Asian Implements, 706.47 Sq. Mts. sold to Sameer Steel out of the original holding admeasuring 64,996.9 Sq. Mts.

2. Land bearing S.No. 18(Pt.) corresponding C.T.S.No. 52B of village Chandivali, Taluka Kurla, B.S.D. Bombay admeasuring 2,267.50 Sq. Mts. The above land forms part of the original holding bearing C.T.S. No. 52 which admeasures 69020.4 Sq. Mts. out of which an area admeasuring 2,067.0 Sq. Mts. was merged into C.T.S. No. 36/1 (A.V.J. Wires). The remaining land admeasures 65,953.4 Sq. Mts. was sub-divided vide sub-division order No. SR/314 dated 22.6.1990 issued by Collector, B.S.D. Bombay.

3. Land bearing S.No. 19(Pt) corresponding C.T.S.No. 49(Pt) of village Chandivali, Taluka Kurla, B.S.D., Bombay and admeasuring 1,670.57 Sq. Mts. or thereabouts excluding an area admeasuring 33,539.40 Sq. Mts. acquired by Maharashtra Housing Board. Sub-division in respect of the above has been issued by the Collector, B.S.D., Bombay under



No. SR/533 dated 22.3.1991.

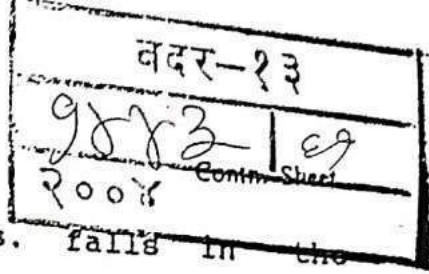


4. Land bearing S.No. 20(Pt.) corresponding C.T.S.No. 48(Pt) of village Chandivali, Taluka Kurla, B.S.D., Bombay, admeasuring 12,371.88 Sq. Mts. excluding an area admeasuring 30,653.62 Sq. Mts. acquired by Maharashtra Housing Board. Sub-Division Order in respect of the above has been issued by the Collector, B.S.D., Bombay under No. SR/1477 dated 13.7.1993. The details of which are as under:

<u>Portion</u>	<u>Details</u>	<u>Area in Sq.Mts.</u>
A	Maharashtra Housing Board	30,653.62
B	D.P.Road	588.99
C	D.P. Road	4,445.52
D	Balance land	5,348.32
E	Balance land	1,451.32
F	Balance land	537.73
Total		43,025.50

5. Land bearing S.No. 24/2(Pt) corresponding C.T.S.no. 42(Pt.) of village Chandivali, Taluka Kurla, B.S.D. Bombay, admeasuring 4,923.64 Sq. Mts. excluding an area admeasuring 3,642.05 Sq. Mts. acquired by Maharashtra Housing Board and 648.61 Sq. Mts. sold to S.J. Engineering out of area ademasuring 4,923.64 Sq. Mts. an area





- 13 -
admeasuring 4,704.30 Sq. Mts. falls in the Industrial Zone and an area admeasuring 81.0 Sq. Mts. is affected by D.P. Road and the remaining area admeasuring 138.34 Sq. Mts. falls in residential zone. Sub-Division Order in respect of the above is issued by Collector, B.S.D., Bombay under No. SR/1480 dated 13.7.1993.

6. Land bearing C.T.S.no. 50A of Village Chandivali, Taluka Kurla, B.S.D. Bombay in all admeasuring 25,130.56 Sq. Mts., excluding area admeasuring 141.0 Sq. Mts. sold to Hercules Rolling Shutters Pvt. Ltd. 341.79 Sq. Mts. sold to Mills Store, 310.0 Sq. Mts. sold to Asian Implements, 573.50 Sq. Mts. leased to H.N. Somaiya, 3,642.05 acquired by Maharashtra Housing Board out of total area admeasuring 30,138.9 Sq. Mts. out of area admeasuring 25,130.56 Sq. Mts. an area 17,812.35 Sq. Mts. are affected by D.P. Roads and an area admeasuring 195.28 Sq. Mts. are affected by R.G. Reservation.
7. Land bearing C.T.S.No. 50/B of Village Chandivali, Taluka Kurla, B.S.D. in all admeasuring 1,583.4 Sq. Mts.
8. Land bearing C.T.S.No. 50/C of village Chandivali,



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Manlal Kher Ambalal & Co.

Contn. Sheet

Taluka Kurla, B.S.D. - 14 -
in all admeasuring 504.5 Sq.
Mts.

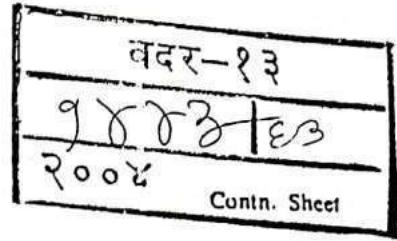
9. Land bearing C.T.S.No. 50/D of village Chandivali, Taluka Kurla, B.S.D. in all admeasuring 159.7 Sq. Mts. and affected by D.P. Road under the Development Plan.

SCHEDULE HEREINABOVE REFERRED TO:

SMT. SHANTABEN M. SHETH & ORS.:

1. Land bearing S.No. 7-1A(Pt.) corresponding C.T.S.No. 13/A of village Chandivali admeasuring 273.3 Sq. Mts. C.T.S.No. 13/B admeasuring 2,898.9 Sq. Mts. (D.P. Road) and C.T.S.No. 13/C admeasuring 16,034.0 Sq. Mts. (Municipal Park). The above lands originally had one C.T.S.No. namely 13 of village Chandivali. The City Survey authorities have issued new P.R. Cards based on the Sub-division order issued by the Collector, B.S.D., Bombay under no. SR/560 dated 26.8.90.
2. Land bearing S.no. 7-1A(Pt) corresponding C.T.S.No. 14(Pt) of village Chandivali, Taluka Kurlaadmeasuring 1,315.98 Sq. Mts. or thereabouts, excluding an area admeasuring 1,667.62 Sq. Mts. sold to Rishi Stone Crushing Co. out of the





original holding in all admeasuring 2,983.60 Sq. Mts..

3. Land bearing S.No. 11-1(Pt) and corresponding C.T.S. No. 29 of village Chandivali, Taluka Kurla admeasuring 43,818.6 Sq. Mts. after deducting an area admeasuring 1,165.5 Sq. Mts. amalgamated in C.T.S. 30 which is sold to Yogen Shivilal. The area admeasuring 43,818.6 Sq. Mts. is proposed to be sub-divided as under for which sub-division order is issued by Collector, B.S.D., Bombay under No. SR/1491 dated 9.3.1994.

C.T.S. Nos.	Details	Area in Sq. Mts.
(i)	29 - A Sold to Magnotape	3,437.05
(ii)	29 - B Sold to R.J. Salot	3,664.38
(iii)	29 - C Sold to Dagga Commercial	234.00
(iv)	29 - D D.P. Road	6,732.87
(v)	29 - E Reservastion for Mun.Market	2,975.00
(vi)	29 - F Reservation for Day Ground	4,871.12
(vii)	29 - G Reservation for Mun. Primary School.	3,691.12
(viii)	29 - H Reservation for Secondary School.	2,864.00
(ix)	29 - I Reservation for Dispensary	282.75
(x)	29 - J Balance land	7,077.45
(xi)	29 - K Balance land	7,988.26



बंदर-१३
१००३/६६
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Contn. Sheet

The land owned by the owners in all admeasures 36,483.17 Sq. Mts. after deducting the lands admeasuring 7,335.43 Sq. Mts. as mentioned in S.No. (i), (ii) and (iii) above.

- (4) Land bearing S.No. 13(Pt) corresponding C.T.S. No. 11(Pt) of village Chandivali, Taluka Kurla, B.S.D. and admeasuring 456.0 Sq. Mts. or thereabouts.
- (5) Land bearing S.No. 9/1 (Pt) and corresponding C.T.S.No. 36-A (Pt) and 36-B(Pt) in all admeasuring 4,365.15 Sq. Mts. excluding an area admeasuring 30,899.69 Sq. Mts. held by Mr. N.A. Sheth HUF, 2,887.68 Sq. mts. sold to R.K. Polymer, 9,056.44 Sq. mts. sold to Asian Implements, 838.84 Sq. Mts. sold to S.K. Bhandari out of total area admeasuring 17,148.11 Sq. Mts. held by Shantaben M. Sheth and Others.

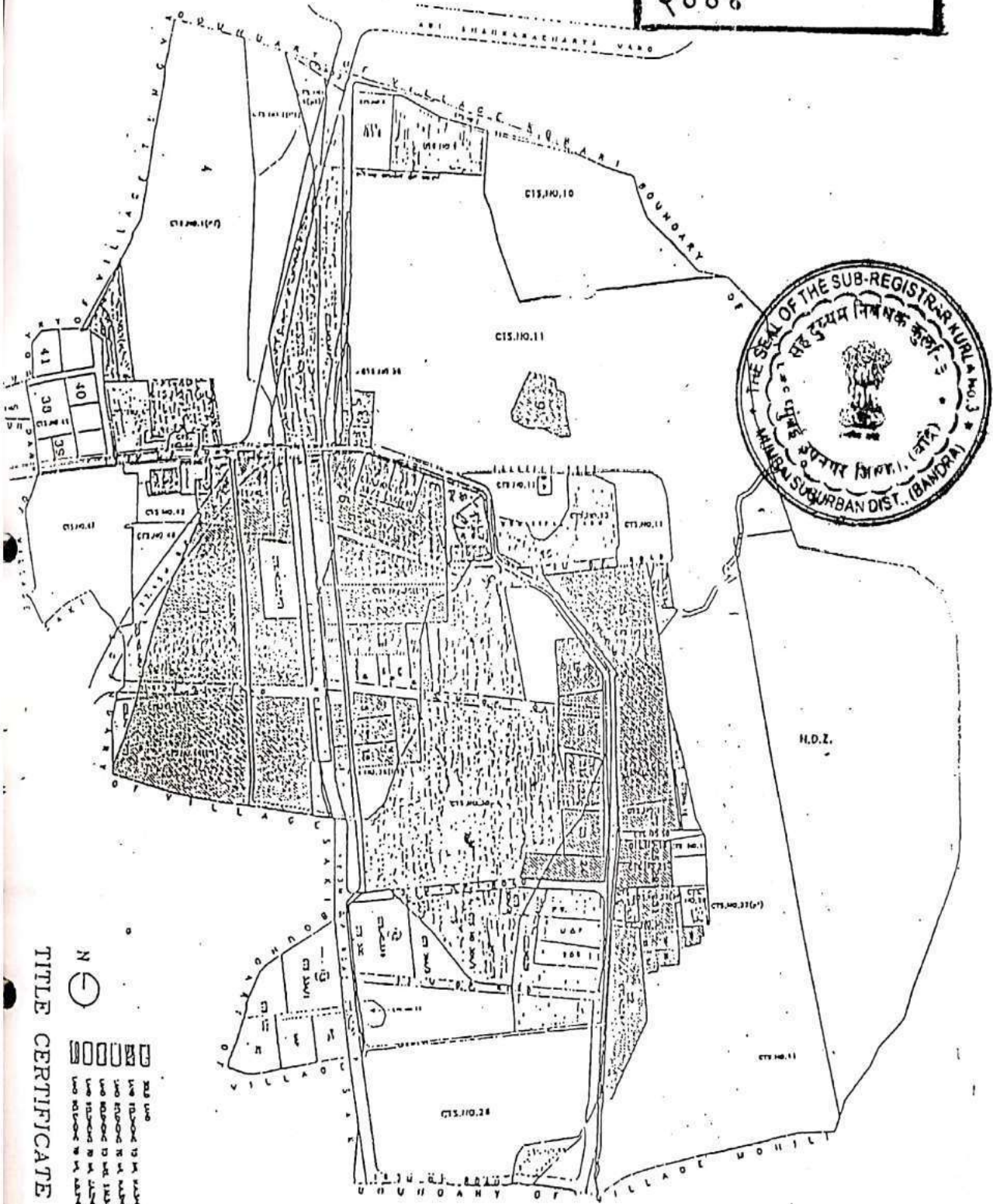
Dated this 17th day of May 1994.

Yours faithfully,
M/s. Manilal Kher Ambalal & Co.,


Partner.



बंदर-१३
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TITLE CERTIFICATE PLAN

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Annexure-3 ((Collectively))

Manilal Kher Ambalal & Co.

(REGISTERED)

Advocates Solicitors & Notary

JEEJANGIR WADIA BLDG., S.M. GANDHI ROAD,
FORT, BOMBAY-400 023.

TELEGRAM :
"AVANTI" BOMBAY

TELEPHONES :
204 4753 * 24 17 94
283 0528

FAX
022-2045498 (NATIONAL)
9122-2045498 (INTERNATIONAL)

PARTNERS
R.M. GANDHI (Notary)
P.D. SHAH
Y.B. TRIVEDI (Notary)
MRS. Y.R. GANDHI
MISS S.S. KHER
D.P. DESAI

Ref. No. R/ 1816

N.A. Sheeth, M.F.

Dear Sirs,



This is to certify that the title of your land bearing C.T.S.No. 26A of village Chandivalli, Taluka Kurla, B.S.D. Bombay, admeasuring 69,304.60 Sq. mtrs., C.T.S.No.26/B-1 admeasuring 1328.80 Sq. mtrs., C.T.S.No. 26/B-2 admeasuring 7491.60 Sq. mtrs. and C.T.S.No. 26/C admeasuring 775.40 Sq. mtrs. aggregating to 78,900.40 Sq. mtrs. corresponding to Survey No. 15 of which the area of C.T.S. No. 26/B-1 and C.T.S.No. 26/B-2 are falling under the proposed D.P. Road, as per the Development Plan of U-ward, is marketable.

Yours faithfully,

9-83/100
2008

Annexure - 3 (Collectively)

PARTNERS
R.M. GANDHI (Notary)
P.D. SHAH
Y.B. TRIVEDI (Notary)
MRS. Y.R. GANDHI
MISS S.S. KHERR
D.P. DESAI

Manilal Kher Ambalal & Co.

(REGISTERED)

Advocates Solicitors & Notary

JEHANGIR WADIA BLDG., 51, M. GANDHI ROAD,
FORT, BOMBAY-400 023.

TELEGRAM:
"AVANTI" BOMBAY

TELEPHONES:
204 4753 • 24 17 94
283 0528

FAX
022-2045498 (NATIONAL)
0122 2045498 (INTERNATIONAL)

Ref. No. R/ 1817

March 15, 1995

A.D. Sheth, HUF.

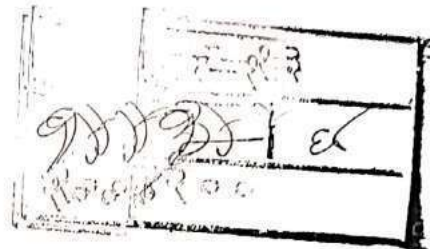
Dear Sirs,

This is to certify that the title of your land bearing C.T.S.Nos. 20 and 20/1 to 13 corresponding to Survey No. 12 (Part) of village Chandivali, Taluka Kurla, B.S.D. Bombay, admeasuring 5085.90 Sq. mtrs. in aggregate out of which an area admeasuring 2211 Sq. mtrs. or thereabouts is falling under Industrial Zone and an area admeasuring 2874.90 Sq. mtrs. is falling under residential zone as per the Development Plan of L-Ward, is marketable.

Yours faithfully,



Annexure - 4



KANGA & CO.

(Foolish) (ed)

Advocates, Solicitors & Notary Notary

Established 1990

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Fax :
+ 91 22 5633 9656
+ 91 22 5633 9657

E-Mail :
Email @ kangacompany.com mpany.com

- D. DAMODAR
- L. BHAKTA
- R. MODI
- C. KOTHARI
- J.E. DEBAI
- V. VUSSONJI
- D. DAMODAR
- V. MERCHANT (Ms)
- B. VAIDYA
- R. AJIN
- J. MEHTA (Ms)
- G. DOSHI (Ms)
- G. GANDHI
- E. DEBAI (Ms)
- E. DEBAI

REPORT ON TITLE TITLE

Re: Lands and Chauth belonging to Shri. Sheth HUF and others.

Messrs Manilal Kher Ambalal & Company have by their certificate of title dated 17th May 1994 certified the title of A. D. Sheth HUF, M. A. Sheth HUF, M. A. Sheth HHUF, J. A. Sheth HUF and Mrs. Shantaben Sheth & others to their lands described in the Schedule to the said Certificate of Title and subject to the reservations and remarks mentioned with regard to the said lands as clear and marketable and free from all encumbrances.

After the issue of the said certificate of title, we have got further searches to be taken in the office of the Sub Registrar of Assurances at Mumbai, Mumbai and other concerned authorities and subject to the reservations and remarks mentioned by Messrs Manilal Kher Ambalal & Company in the Schedule to the said Certificate of Title and further remarks, if any, no other document of title was found which adversely affects the right of A. D. Sheth HUF and others to the property described in the Schedule thereunder written.

By a Memorandum of Understanding dated 19th November 2002 made between A. D. Sheth HUF and others as the owners of the one part and Messrs Nilhas Enterprises as the Developers of the other part, certain understanding regarding the use and enjoyment of the lands belonging to A. D. Sheth HUF and others has been recorded. Pursuant to the said Memorandum of Understanding Messrs Nilhas Enterprises are entitled to develop the lands described in the Schedule thereunder written.

Subject to what is stated by Messrs Manilal Kher Ambalal & Company in their certificate dated 17th May 1994 and subject to the reservations and remarks mentioned therein and subject to what is stated herein above, in our opinion, the title of A. D. Sheth HUF and others to their lands described in the Schedule to the certificate of title dated



17th May 1994 issued by Messrs Manilal Kher Ambalal & Company appears to be marketable.

THE SCHEDULE ABOVE REFERRED TO

All those pieces or parcels of land or ground situate, lying and being at Chundivli in Brihanmumbai L Ward and bearing the following CTS Nos. 4, 4/1 to 4/61 (pt) except 307 sq. mtrs. 13A, 13B, 13C, except 6520.40 sq. mtrs. 14 (pt), 16, 16/1 to 16/92 (pt), 19, 19/1 to 19/28 (pt), 20, 20/1 to 20/13 (pt), 25, 25/1 to 25/32 (pt) except 2980.12 sq. mtrs. 26A except 43090.45 sq. mtrs. 26B/2, 26C, 27, 28A/1, 28A/2, 28A/3, 28B, 28C, 29(pt) except 10168.71 sq. mtrs. 30A/1 (pt) except 8658.02 sq. mtrs. 30A/2, 30A/3, 31, 31/1, 32, 33, 34 (pt) except 387.59 sq. mtrs. 35, 36A (pt) except 351.02 sq. mtrs. 36A/4, 36A/5, 36A/8, 36A/9, 36A/10, 36B, 38, 39 (pt) except 118.72 sq. mtrs. 40 (pt), except 297.50 sq. mtrs. 42 (pt) except 81 sq. mtrs. 43, 43/1 to 43/52 (pt) except 779.18 sq. mtrs. 46(pt), 46/3 except 255.90 sq. mtrs. 48(pt), 49(pt), 50A (pt) except 16825.53 sq. mtrs. 50B, 50C, 50D, 51 (pt) except 244.38 sq. mtrs. 52A (pt), 52B, 53A/1 except 8329.25 sq. mtrs. 53A/2, 53B and 53C.

Dated this 8th day of July, 2003.

Kanga and Company,

Manilal Kher

Partner.



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Annexure 3 Contd.

श्री. न. नं. ७, ७-अ. व १२



ब. नं. ११ दिनांक १

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३	२	
४	३२१-	

कारक (३)
 शिवाजी स्मृती
 गणना विभाग
 नवी मुंबई (३३)

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श्री	श्री	श्री	श्री

महाराष्ट्र शासन वती नोंदवून घेतले आहे. दि. २१/१२/०४

नियंत्रक, नवी मुंबई

(R2)

श्री. न. नं. ७, ७-अ. व १२

ब. नं. ११ दिनांक २

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कारक (७)
 नवी मुंबई नगरपालिका
 नवी मुंबई (७)

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ग			

श्री	श्री	श्री	श्री
श्री	श्री	श्री	श्री

महाराष्ट्र शासन वती नोंदवून घेतले आहे. दि. २१/१२/०४

नियंत्रक, नवी मुंबई

बदर-१३
 १४४३/७१
 १२००४

सा. न. नं. ७, ७-अ व १

स नं. १० पै डिवा नं. - - -	५	५
रेष तादणी तापक	२८	५१०
कोट धरबा	३	१४
एकू	३२	१११
आकार	२३	- ००
गुटी क्षयबा	-	-
पारा आकार	-	-
पाणी	-	-

कमजोदात
 गनुजाई - जामुतावाळ
 जिनेई - जामुतावाळ
 नरेई - जामुतावाळ
 (१) (२) (३) (४) (५)
 (६) (७) (८) (९) (१०)

गाव - दादिवाडी
 तातुका कुंठ
 रतार हक्क

वर्ष	पेगवड धारणापणे मूब	वेव	दिवा	रिसे काभि मूबवड	वेव	वेप

भासाल बहदुरम छोरी नथकल असे मपरा सा. २-१२११

(Signature)
 राजाजी दादिवाडी
 मालिक-मूब



Annexure - 6 (Collectively)

मानगतोप्या रजिस्टर कार्डातील उतारा.



सिटी सर्व्हे नंबर.	तासुका नुमा	जिल्हा	सरकारचा अथवा खाद्या तपसाल व तो केव्हा सलगामयाचा.
२८३५	६८५०६	मुंबई	

वहिवाटीचे इक्क

१९९ मध्ये धारण करणा-याचे नांव
इक्क कता प्राप्त झाला [जोपर्यंत तपसाल लागला तोपर्यंत]

पट्टेदार :-

इतर वोजे :-

इतर शोरे :-

तारीखा	व्यवहार	व्हालुम नं.	नविन धारण करणारा [प] पट्टेदार [प] अथवा इतर बोजा असणार [ई]	साक्षी व्हाळाल तर्ही
[१]	[२]	[३]	[४]	[५]

०११२१८३	गा. निर-६ (शिकारी) मुं. ३. मुं. गांवे कडोस चौ. नि. शोरे/काया-५ पो. नि. / मुं. ३. आर ७३७५ ७३७५ २१३१९१ प्रत्येक सांगणे गा. नि. नि. ३. प्र. नं. ३. ६८५०६ मुंबई सांगणे गांवे कडोस चौ. नि. शोरे/काया-५ २८३५ ३. ६८५०६ पो. नि. शोरे/काया-५ ०११२१८३ ३. ६८५०६ माला मकार डोला नमुद केव्हा			साक्षी व्हाळाल २१/११/१३ नि. नि. ३. अ. न. पा. न. २८/११/१३ मुंबई उपनगर मुंबई
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ख. धान्याचा तारास	५५१५१८०	एकूण मध्य	७.५०
मध्य धार तारीख	२१/११/१३	नक्कलेचा शुल्क	७.५०
मध्य विस्थापना ता.	२२/११/१३	निलेरी प्रतिवार शुल्क	७.५०
पार धारण	२३/११/१३	तपासणी शुल्क	७.५०
माखी धारण	२४/११/१३	कागद शुल्क	७.५०



जिल्हा निरीक्षक
नगर भू-मापन विभाग
मुंबई उपनगर, मुंबई

बंदर-१३
१४४३/०३
२००४

मालमत्तेच्या रजिस्टर कार्डातील उतारा.



दि. २८ व	क्षेत्रातल वॉ. गी. १००५८-५	सत्ता प्रकार C	सरकारला भरणे किंवा अथवा खंडाचा तपसालि व तो केव्हा बदलावयाचा.
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पंजीयनादीना. ह.प.प.

१२९ मध्ये धारण करणा-यांचे नाव
हस्त कता प्रोप्टर क्षाला [जोपर्यंत तपास लागला तोपर्यंत]

पुढेचा :-

हस्त कोडे :-

हस्त रॉरि :-



तारीखा	चवदार	खालम. नं.	नविन धारण करणारा [ध] पददेदार [प] अथवा इतर बोजा अतणार [ई]	साक्षी दाढाल सही.
[१]	[२]	[३]	[४]	[५]

३१/१२/०३	कि. नि. भू. म. तथा न. भू. म. ६ लुईस मि. चा दि. ३१/१२/०३ चा गोदना.	१२/१२/०३	आ. व्हा. रजि. नि. भू. म. तथा न. भू. म. ६ लुईस कि. नि. भू. म. तथा न. भू. म. ६ लुईस १२-१५३३ दि. २२/१२/०३ अन्वये कि. नि. भू. म. तथा न. भू. म. ६ लुईस र. नं. १२८३-० ची नोंद करणी व पदतापकार अधी केना नॉर अमृतताळ खेठ	अधी १२/१२/०३ कि. नि. भू. म. तथा न. भू. म. ६ लुईस मुंबई उपनगर, मुंबई.
०१/१२/०३	आ. व्हा. रजि. नि. भू. म. तथा न. भू. म. ६ लुईस मि. चा दि. ३१/१२/०३ चा गोदना.	०१/१२/०३	आ. व्हा. रजि. नि. भू. म. तथा न. भू. म. ६ लुईस कि. नि. भू. म. तथा न. भू. म. ६ लुईस १२-१५३३ दि. २२/१२/०३ अन्वये कि. नि. भू. म. तथा न. भू. म. ६ लुईस र. नं. १२८३-० ची नोंद करणी व पदतापकार अधी केना नॉर अमृतताळ खेठ	अधी ०१/१२/०३ कि. नि. भू. म. तथा न. भू. म. ६ लुईस मुंबई उपनगर, मुंबई.

१५/१२/०३ एकूण खर्च ००००
२१/१२/०३ मागकरीच्या शुल्का ३०००००
२२/१२/०३ नोंदलेली प्रतिवार शुल्क ००
२३/१२/०३ दवाखर्चा शुल्क ००
२४/१२/०३ मागकरी शुल्क २३२०
२५/१२/०३ ३१२०

दि. २५/१२/०३
बंदर-१३
मुंबई उपनगर, मुंबई

9873/08

Annexure - 6 (Collectively)

मातमल्लेच्या रजिस्टर कार्डातील उतारा.

सिटी सर्व्हे नं. (यादीवळी) ता. कुर्बा जिल्हा

सिटी सर्व्हे नंबर २८

होटाफ्ल पॉ. मी. ४४८३-८
११६५-५ न. ग. क. ४३८१८-३

सल्ला प्रकार ३० मध्ये सांगितले १९९२

सरकारला भूतला/वा. मी-याचा अधवा खंडाचा तपशील व तो केव्हा बदलावयाचा.



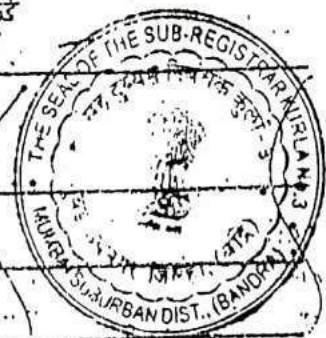
वडिवाटीचे हक्क

१९९७ मध्ये धारण करणा-याचे नांव शेतकीडे
हक्क कसा प्राप्त झाला [तोपर्यंत तपास लागला तोपर्यंत]

पददेदार :-

इतर बोधे :-

इतर गीरे :-



तारीखा	व्यवहार	व्याज. नं.	नविन धारण करणारा [प] पददेदार [प] अथवा इतर बोधा अतणार [ई] [४]	साक्षी माखाल सहा [५]
[१]	[२]	[३]	[४]	[५]
३१/५/०७	नविन	नविन	सा. जे. डि. डे. अ. अ. अ. अ. ADE/LND 125 सा. २४.२८.२९ न. वि. डे. करे का मि. डे. गारा ८००-१० न. ग. क. ४३८१८-३	सा. जे. डि. डे. अ. अ. अ. अ. न. ग. क. ४३८१८-३
२३-३-०३	नविन	६-३	(१) मोजेव कंपनी प्रा. लि.	सा. जे. डि. डे. अ. अ. अ. अ. न. ग. क. ४३८१८-३
२१/५/०८	नविन	नविन	सा. जे. डि. डे. अ. अ. अ. अ. न. ग. क. ४३८१८-३	सा. जे. डि. डे. अ. अ. अ. अ. न. ग. क. ४३८१८-३
२५/५/०९	नविन	नविन	सा. जे. डि. डे. अ. अ. अ. अ. न. ग. क. ४३८१८-३	सा. जे. डि. डे. अ. अ. अ. अ. न. ग. क. ४३८१८-३

Annexure 6 (Collectively)

मंदर-१३
२०१३

मालमत्तेच्या रजिस्टर कार्डातील उतारा

सिटी सर्व्हे - जांटीवळी

तालुका कुळा

जिल्हा

सिटी सर्व्हे नंबर
३०३

क्षेत्राफळ चौ. मी.
१५६६६.४

सत्ता प्रकार

सरकारला

अथवा खापा तपशील य तो
कच्चा बदलावपाचा.

वहिवाटीचे हक्क

३०३
१५६६६.४
३०३
१५६६६.४
३०३
१५६६६.४
३०३
१५६६६.४

१९६० मध्ये धारण करणा-यांचे नांव

हक्क कता प्राप्त झाला [जोपर्यंत तपास लागला तोपर्यंत]

पट्टेदार :-

हतर बोले :-

हतर शीरे :-



तारीखा	व्यावहार	व्यासु. नं.	नविन धारण करणारा (प) पट्टेदार (प) अथवा हतर बोला अतणार (हं)	साक्षी दाखल तरी
[१]	[२]	[३]	[४]	[५]
३१/५/०३	वि. जोती	आहेना	भा. सौ. वि. डे. क. AOC/LND-0.125 भा. १५-५-६९ ने मि. शे. कंडे का लि. मे ६७२-१० अत्र मारा ५२१) सौ. गो. मान माणिल (६७२२ चौ. वार) २६५	मारा ५२१ न.श. ३१ मु. ५३
२३-३-०३	अज व ५ लि भा. ५१ का ५१ स्कोटी रवत लि. नं. ३०६ ३६६६६	५२	(H) सौ. गोरव कंपनी भा. लि.	मारा ५२१ न.श. ३१ मु. ५३
२०/५/०३	वि. जोती	आहेना	भा. सौ. वि. डे. क. कावचंद आरंभा सौ. गो. का ५१ क. AOC/LNDID-१५२२ सा. ३०/३/०४ म २०/५/०३ अत्र ये वि. जोती अत्र का मारा २. गा. २. ३. ६७५-१० अत्र २४२५ चौ. मी.	मारा ५२१ मि. मि. अ. म. अ. भा न.श. ३१ मु. ५३
१६/५	न श क. ३६-पहा		(H) सौ. वि. लक्ष्मी कंपनी सौ. गो. (मुंबई) भा. लि. (अत्र २५०६-५)	मारा ५२१ भा. ५१ मि. मि. अ. म. अ. भा न.श. ३१ मु. ५३

(व्यापार माली पहा.)

बंदर-१३
१४४३/७७

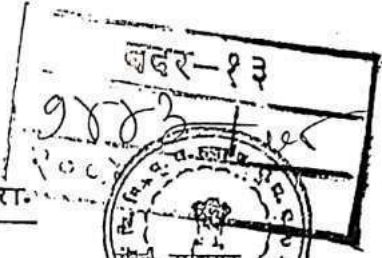
<p>२१-१०-६५</p>	<p>५१ मि. प्रमोदपुत्र ५१-६७-६९ नं. ५१-३१ ५१-१७-६५ ३१-७-६५ मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>	<p>(१) मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>	<p>मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>
<p>२१-१०-६५</p>	<p>५२ मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>	<p>मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>	<p>मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>
<p>२१-१०-६६</p>	<p>५३ मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>	<p>मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>	<p>मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>
<p>२१-१०-६७</p>	<p>५४ मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>	<p>मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>	<p>मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>
<p>२१-१०-६७</p>	<p>५५ मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>	<p>मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>	<p>मि. प्रमोदपुत्राजी वसुदेवजी मि. प्रमोदपुत्राजी वसुदेवजी</p>

२५/११/६५
एकल पक्ष
मकलेचा शुल्क
मकलेची प्रतिपार शुल्क
तपासणी शुल्क
नामद शुल्क
करी घरा
दिल्या निरोपन पुणे कमिश्नर वषा
कार मुनाफन अधिकारी व. ०
दुसरे वसुदेवजी व. ०



Annexure - 6 (Collectively)

मालमत्तेच्या रजिस्टर कार्डातील उतारा.



सिटी सर्व्हे नंबर <u>303</u>	हाताफळ चौ.मी. <u>30.4</u>	मत्ता प्रकार <u>C</u>	सरकारला भूदान किंवा अधवा खंडाचा तपशील व तो केव्हा बदलावयाचा.
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घडिवाटीचे हक्क

१९२ मध्ये धारण करणा-याचे नांव
हक्क क्ता प्राप्त झाला (जोपर्यंत तपास लागला तोपर्यंत)

पट्टेदार :-

इतर बोजे :-

इतर शीरे :-



तारीखा	व्यवहार	व्होल्युम. नं.	नविन धारण करणारा (प) पट्टेदार (प) अधवा इतर बोजा असणार (ई)	साक्षी दाखान तदी
[१]	[२]	[३]	[४]	[५]
१९११९९	१.१ उपायशासकीय मुळे	मा. जि. नि. मु. य. न. ३०-४-६ ३० मु. ३०/३० दिनांक १९११/११ १९२१	मा. उपर नि.सा.सा.सा. मु. उ. नि. सा. सा. को. सा. वो. नि. ३३२१ कु. सा. / सा. सा. - ७ / पो. नि. व / य. सा. ३१२/३३३२-२२.६.६.० यो प्रदेशाच्या न. मु. कु. ३०.११.०३ नो. ३०-४-६ सा. सा. सा. सा. सा. सा. सा. पात्रिका उदाहरणे.	सा. १९१९ नि. नि. सा. सा. सा. न. सा. सा. सा. मु. नि. सा. सा. सा.
१९११९९	सा. सा. सा. सा.	-	मा. उपर नि.सा.सा.सा. मु. उ. नि. सा. सा. को. सा. नि. नि. सा. सा. सा. सा. सा. सा. सा. सा. सा. सा. ३१२/३३३२-२२.६.६.० यो प्रदेशाच्या न. मु. कु. ३०.११.०३ नो. ३०-४-६ सा. सा. सा. सा. सा. सा. पात्रिका उदाहरणे.	सा. १९२१ नि. नि. सा. सा. सा. न. सा. सा. सा. मु. नि. सा. सा. सा.
१९११९९	सा. जि. नि. मु. य. सा. सा. मु. य. सा. सा. मु. य. सा. सा. मु. य. सा. सा. मु. य.	सा. जि. नि. मु. य. सा. सा. मु. य. सा. सा. मु. य. सा. सा. मु. य. सा. सा. मु. य.	H १) सा. सा. सा. सा. सा. २) सा. सा. सा. सा. सा. ३) सा. सा. सा. सा. सा.	सा. १९२१ नि. नि. सा. सा. सा. न. सा. सा. सा. मु. नि. सा. सा. सा.

१) वास्तव्याचा धारण	१५/१९९९	एकूट मूल्य	३००००
२) उदाहरण तारीख	२१/१९९९	वस्तुसंस्था मूल्य	३००००
३) उदाहरण तारीख	२२/१९९९	वस्तुसंस्था परिवार मूल्य	३००००
४) उदाहरण तारीख	२३/१९९९	तपासणी मूल्य	३००००
५) उदाहरण तारीख	२४/१९९९	कागद मूल्य	३००००
६) उदाहरण तारीख	२५/१९९९	बारी मूल्य	३००००

जव्हा विरोधक पुढील अंगिकृत उदा.
नगर मू-मापन अधिकारी स. ७
मु. नि. सा. सा. सा.

Annexure - 6 (Collectively)

बदर-१३

मालमतेच्या रजिस्टर कार्डातील उतारे



सिटी नंबर	खेबकल चौकी	सत्ता प्रकार	मिंठा
५००६	५०४-५	१	सरकारला भालेनवा ठाण्याचा अन्वया खंटाचा तपशील व नो नॅमा पदलावबाचा

बदिवाटीचे रक

११ रत्वे धारण करणाऱ्याचे नाव

रक कडा प्राप्त सत्या (जोरपंत हवास लागला नो पर्यंत)

पट्टेदार :-

द्वार रजि :-

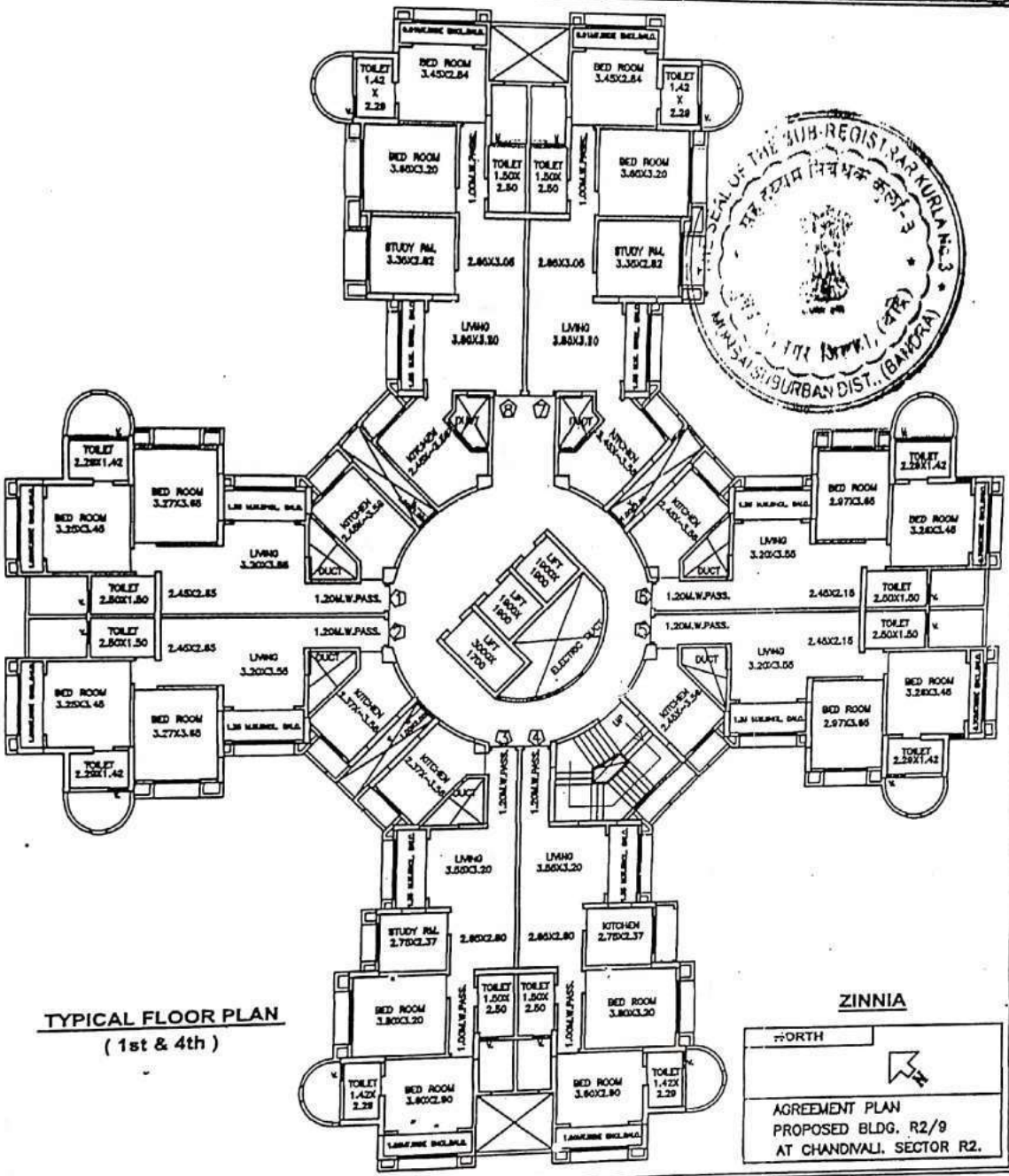
द्वार रजि :-



पारितोष	धनदार	काढम नं.	नविन धारण करणारा (अ) पट्टेदार (ब) अथवा इनर बोना भत्तणार (१)	माहीद्वारात वही
१	२	३	४	५
१९८०/८१	उपनिर्वाह मुळ	भा.भा.नं. ३२.३१.१११ ३२.३१.१११ मुंबई नॉ.१११ दिनांक २६/६/८१ या बाबेला ५-१	भा. बदर ठाण्याबाबतचा मु.न.भा. नॉ.१११ कोटेशन नॉ.१६ आदि क.गो/भा.भा.०/नॉ.१११/३२/३१/११.११.११-६० ३२/३१/११.११.११-६० रीत ५०४-५ खेबकल चौकी रत्वे मिळविले जाणारे उतारे.	पृ.१११- ३२/३१/१११ मि.भा.भा.भा. न.भा.भा.भा. मुंबई उपनगर जिल्हा
पानाचा कारणा	२५/६/८५	एकूण रकम	२५०००	
द्वार कारणा	२९/६/८५	मालमतेचा शुल्क	२५०००	
त दिव्याची का.	२९/६/८५	नवकलेची प्रतिवार शुल्क	२५०००	
३ रुबरेट	२९/६/८५	हवावर्णा शुल्क	२५०००	
नो एअर	२९/६/८५	कागद शुल्क	२५०००	

बिना निरीक्षण
म.प.कार्यन विभागाची छ.७
बंदी उपलब्ध पंत

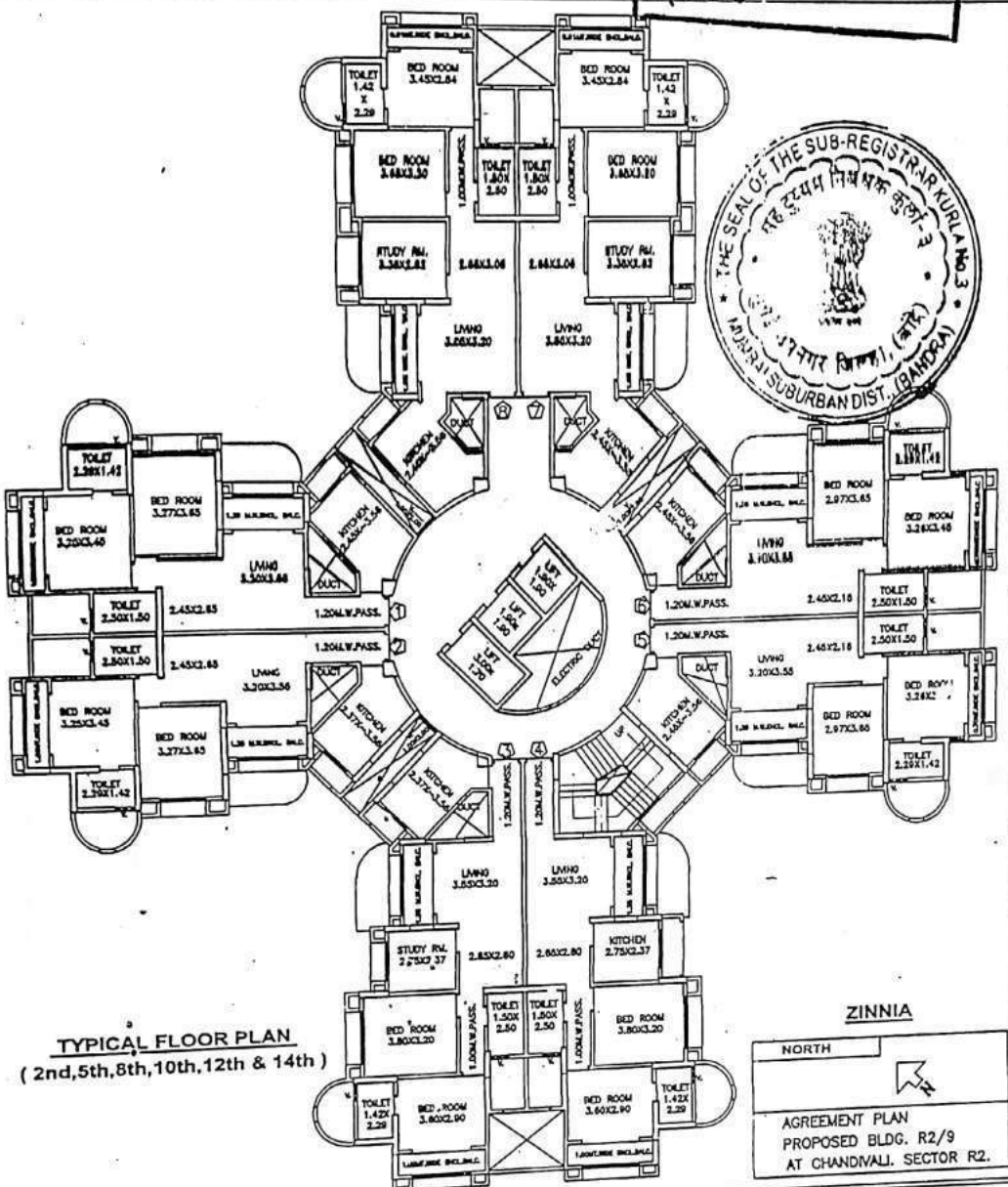
बदर-१३
१४४३/१०
२००४



TYPICAL FLOOR PLAN
(1st & 4th)

ZINNIA
NORTH
AGREEMENT PLAN
PROPOSED BLDG. R2/9
AT CHANDMALI, SECTOR R2.

दर-१३
 १००३/९
 २००४



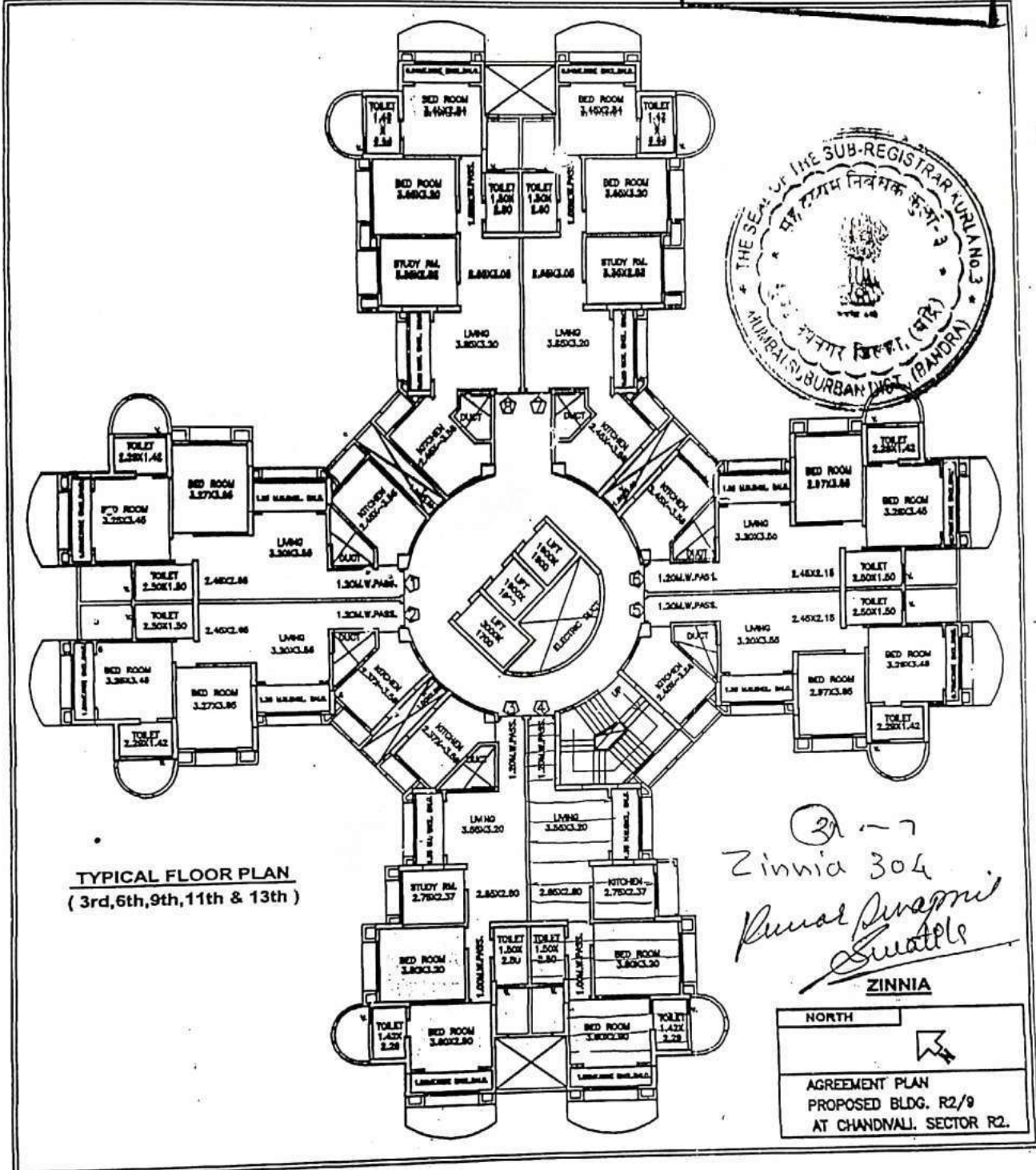
TYPICAL FLOOR PLAN
 (2nd,5th,8th,10th,12th & 14th)

ZINNIA

NORTH

AGREEMENT PLAN
 PROPOSED BLDG. R2/9
 AT CHANDIVALI, SECTOR R2.

वदर-१३
 १९७३/१२
 २००४



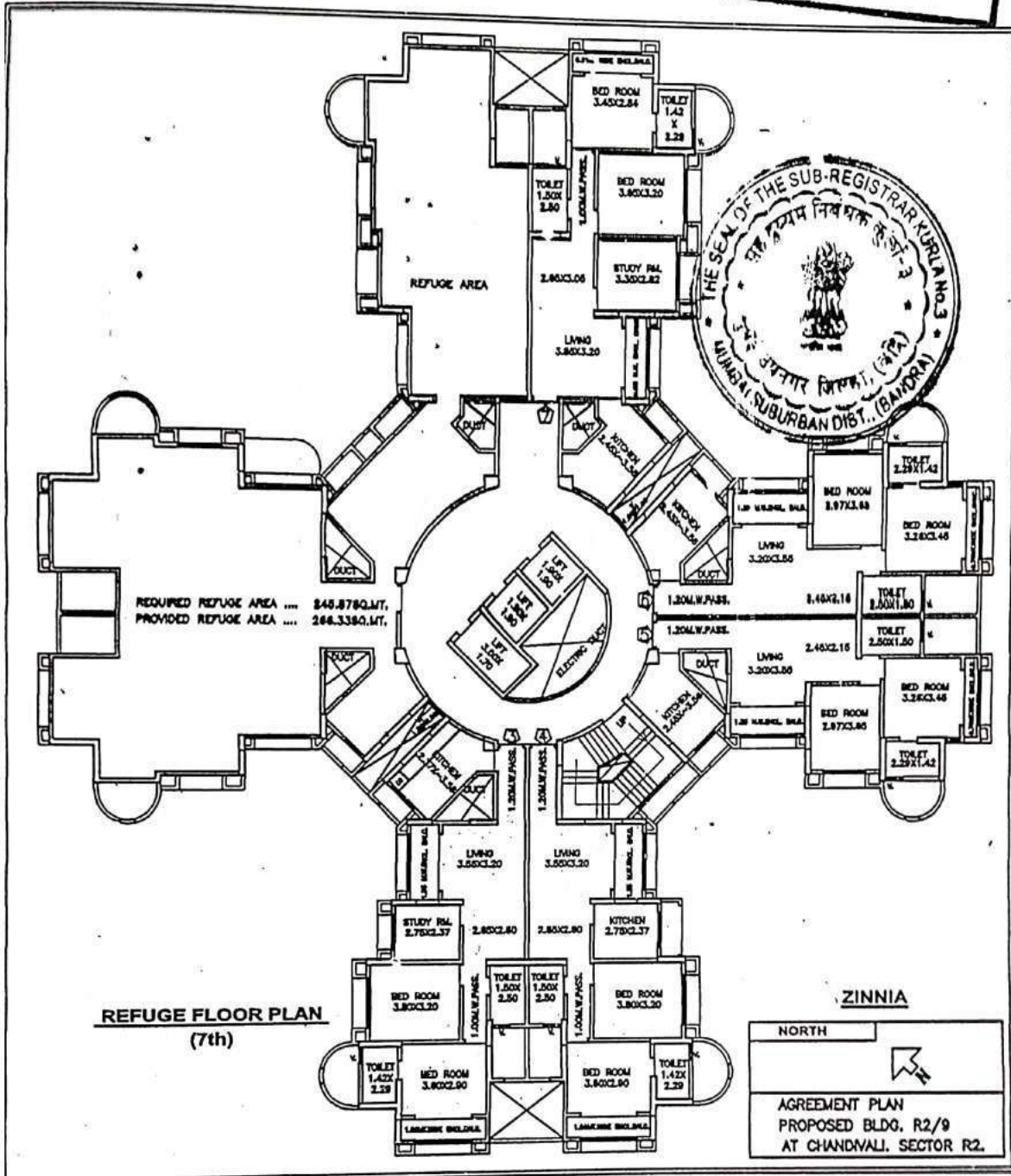
TYPICAL FLOOR PLAN
 (3rd,6th,9th,11th & 13th)

20-7
 Zinnia 304
 Punit Punami
 Swati
 ZINNIA

NORTH

 AGREEMENT PLAN
 PROPOSED BLDG. R2/9
 AT CHANDWALI, SECTOR R2.

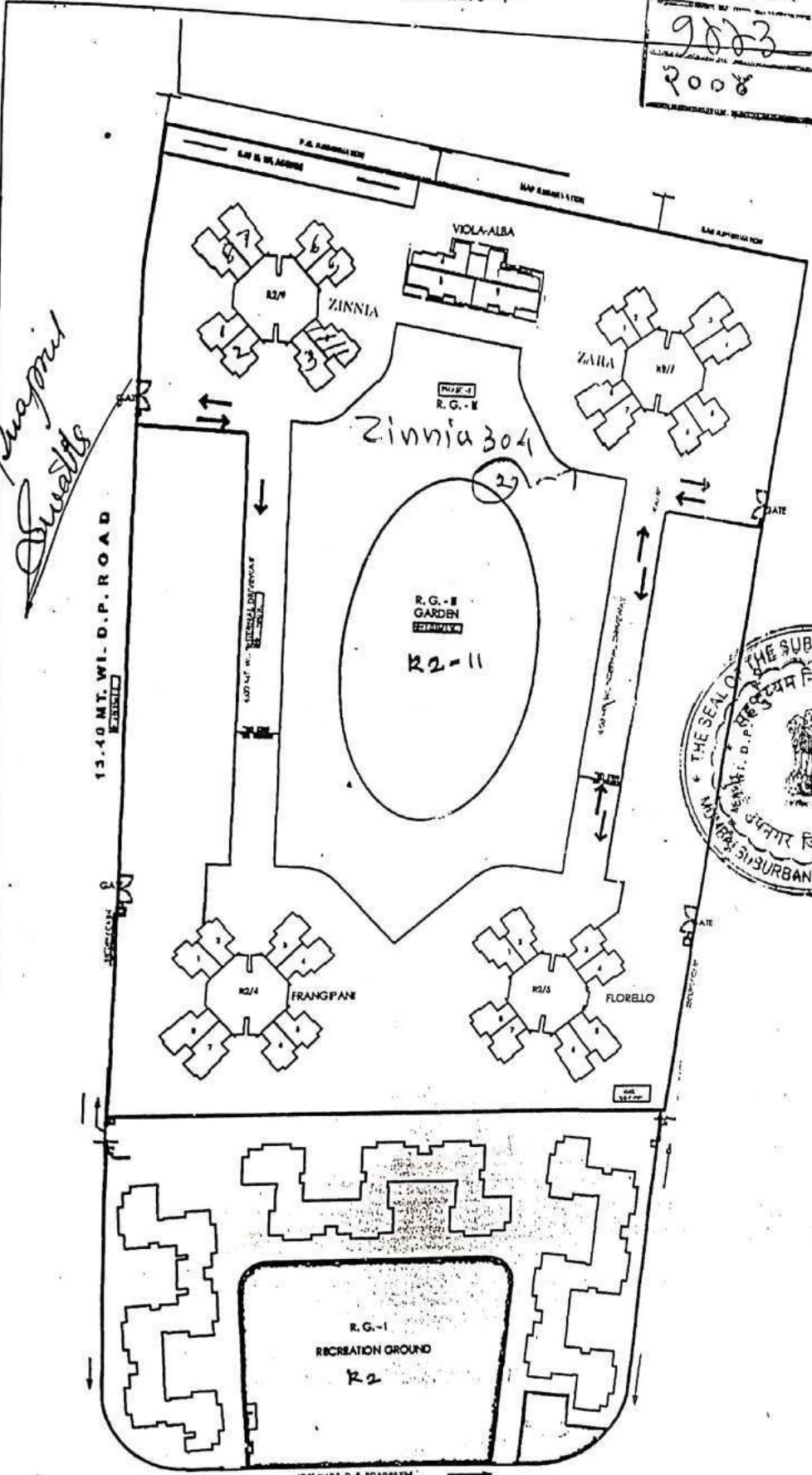
बदर-१३
 १४४३ | ३
 २००४



बदर-१३
१००३
२००४



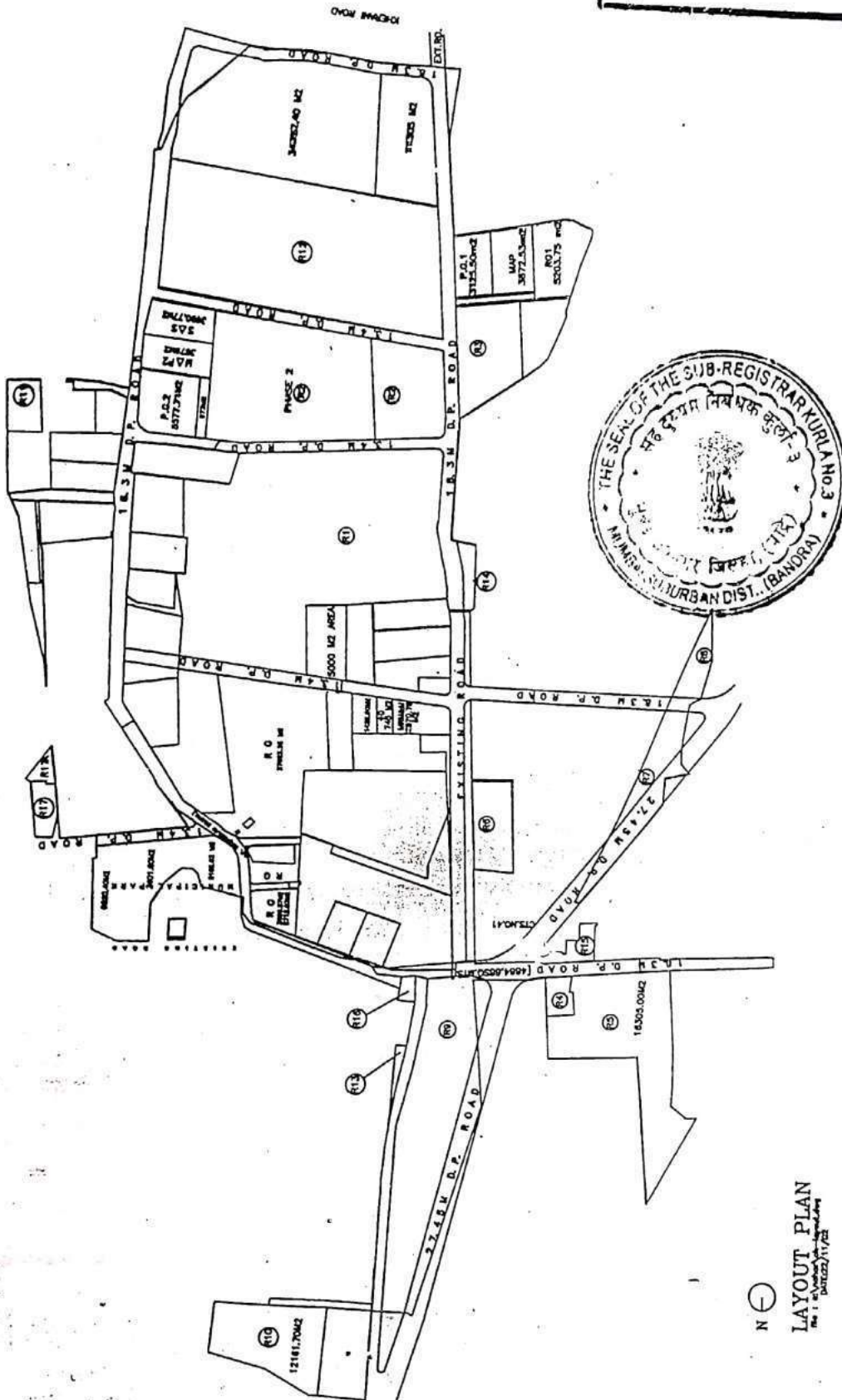
Handwritten note:
 Purohit
 Swastik



LAYOUT PLAN

BLOCK PLAN

कॉम्प्लैट-१३
 १०४३ १५
 २००४



N
 LAYOUT PLAN

Annexure-8

वदर-१३
१४४३/६
२-२००४

AMENITIES FOR SECTOR

COMMON AMENITIES FOR EACH APARTMENT

- Plaster finishing on a R.C.C. Structure.
- Elevators for each Wing.
- Common antenna with Dish-Cable connection.
- Intercom system connecting each apartment to the security system.
- Two telephone points in each apartment.
- Children's park with beautifully landscaped garden having water fountain.
- Recreation garden
- Cast Iron decorative gate.

COMMON ENTRANCE HALL FOR EACH WING AND LIFT LOBBY AT THE LANDING.

- Elegant Flooring
- Walls clad with granite and plaster of paris

LIVING CUM DINING ROOM.

- Flooring finished with premium finished tiles of exquisite design.

BEDEROOMS

- Flooring done in ceramic tiles.

KITCHEN

- Modular Kitchen.
- Walls clad with decorative glazed tiles 2'0" height above platform.
- Flooring done in ceramic tiles.

TOILETS

- Flooring beautifully decorated with glazed tiles with seven feet dado.
- Dripless make single level diverter for mixing hot and cold water and having shower attachment.
- Commode and washbasin of standard quality.

DOOR AND WINDOWS

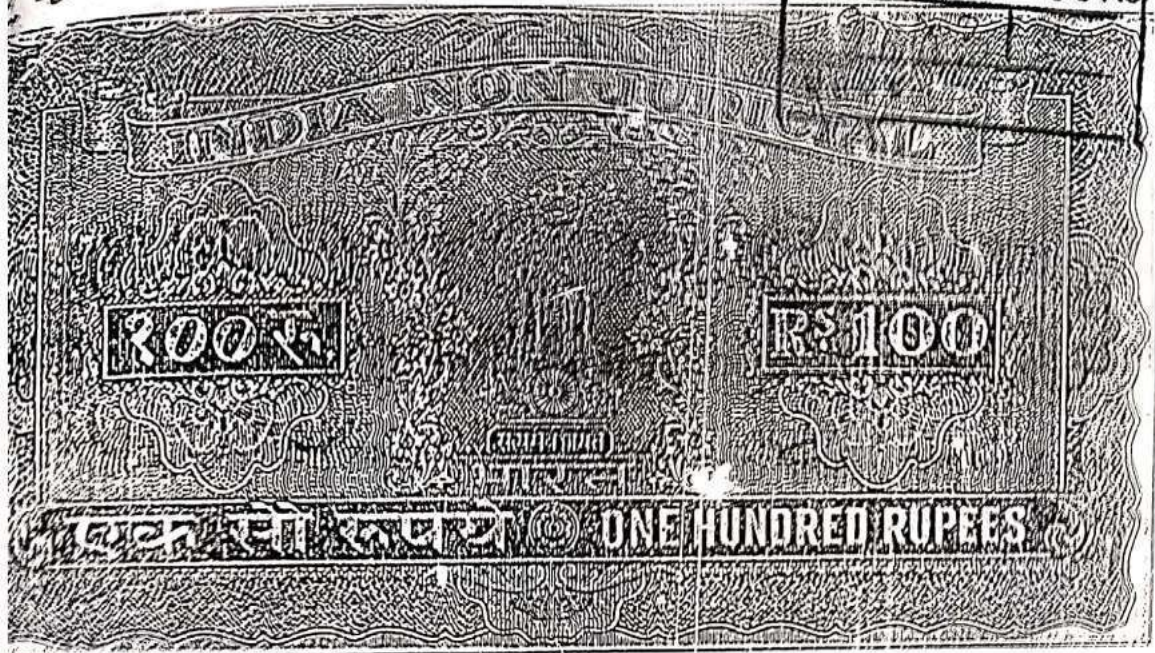
- Powder coated aluminium sliding windows fitted with glass and mounted on marble frame.
- Main entrance door with veneer and all other doors except bathroom doors are flush doors and bathroom doors are FRP doors.

ELECTRICAL AND PLUMBING

- Concealed wiring done as per ISI code with adequate points in all rooms.
- Concealed Plumbing lines with good quality sanitary fittings.
- Downtake pipes shall be of good quality.
- Opening for A.C. with electrical points in every room.



वदर-१३००RS



दिनांक १०/१२/०३
पंचमीकर प्रयाग, मुंबई

26 DEC 2003

व्यक्ति/श्री/श्रीमती ...
... ..
... ..
... ..



वदर-१३
दस्ता क्रमांक 61300/2003
2

SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME

We, M/S NAHAR ENTERPRISES, a Registered Partnership Firm having its office at B-1, Mahalaxmi Chambers, 22, Bhulabhai Desai Road, Mumbai - 400 026 through its Partner 1) SUKHAJ B. NAHAR HUF representing as Karta carrying on business of developing the property more particularly described in the schedule hereunder written AND J. SHETH & OTHERS through its Constituted Attorney 1) SUKHAJ B. NAHAR, SEND GREETINGS -

[Handwritten signatures and notes]

दस्तावेज क्रमांक 9230/6 (2008)

बदर-१३
१४४ ३/५५
२००४

:: 2 ::

AND WHEREAS due to exigencies of work we are not in a position to be personally present and register the documents and therefore we are desirous of appointing 1) Shri Manish B.Jain , Indian Inhabitant, having his address at 505/506, Marine Chambers, New Marine Lines, Mumbai-400 020 , 2) Shri Vinod Sharma , Indian Inhabitant , having his address at D-601/602, R2-Magnolia Enclave, Nahar Amrit Shakti Project Powai, Sakinaka, Mumbai- 400 072, 3) Shri JHAVERI.G.Mehta, Indian Inhabitant, having his address at B-1, Mahalaxmi Chambers,22,Bhulabhai Desai Road, Mumbai - 400 026 as our true and lawful attorney for our behalf, in our name and on behalf of our firm to enable us to register the documents on our behalf as hereinafter appearing :

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT, We Nahar Enterprises through its Partner 1) Sukhraj B.Nahar IIIH representing as Karta and J.Shethi & Others through its Constituted Attorney 1) SUKHAJ B.NAHAR, do hereby nominate, constitute and appoint 1) Shri Manish B.Jain , 2) Shri Vinod Sharma, 3) Shri J.G.Mehta (hereinafter referred to as the Said Attorneys) as our lawful attorney for us in our name and on our behalf at our expenses to do, execute and perform the following acts, deeds and things, that is to say :

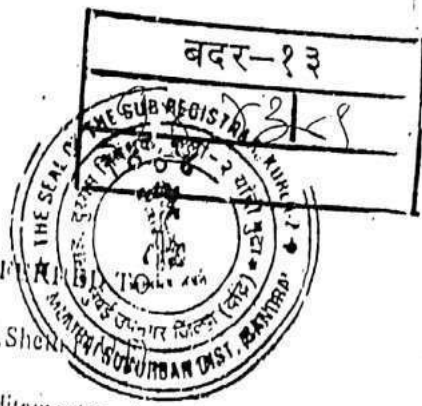


- 1) To present for registration on behalf of our firm all documents, agreements, writings or any other sale deeds which we may have entered into and executed concerning agreement for sale of a flat, office premises, shops, car parking space, and other premises on what is known as ownership basis and admit execution thereof and to present undertaking indemnity, Rectification Deed, Cancellation Agreement executed by our firm by or through its co-owners respectively before Sub-Registrar of Assurance, Bandra/Kurla/Chembur/Mumbai, or any other registering authority appointed under the Act for the time being in force in India for registration of documents and deeds and other instruments and to do all other acts, deeds, matters and things necessary for effectuating and completing the registration thereof in accordance with law.
- 2) AND GENERALLY to do perform and execute all to concerning touching to our firm for the purposes aforesaid as fully and effectively as if we were personally present and have done, admitted and performed the same ourselves.
- 3) AND WE DO HEREBY AGREE TO RATIFY AND CONFIRM for ourselves, our heirs, executors, successors and assigns of the last surviving co-owner or co-owners to ratify and confirm and covenant for whatsoever the said Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents.



2

बदर-१३

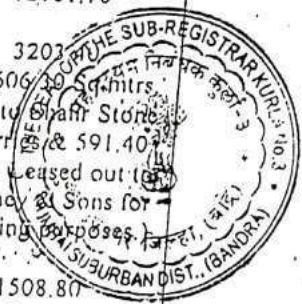


THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of Land of First Owners A.D. Sheriff)

All those pieces and parcels of land or ground hereditaments and premises situate, lying and being at Village and City Survey Chandivali, Taluka Kurla, District Bombay Suburban in the Registration District and Sub-District of Bombay City and Bombay Suburban, within the limits of 'L' Ward of the Municipal Corporation of Greater Bombay bearing following particulars.

S.No.	Survey No.	Hissa No.	C.T.S. No.	Area in Sq. Mtrs.
1	2	2	44,44/1 to 44/13	1247.60
2	2	2	45,45/1 to 45/29	6238.50
3	3	2(pt)	51 (pt)	291.37
4	4	1(pt)	44/1 to 47/1 (pt)	13047.30
5	5			646.00
6	6 (pt)			628.00
7	6 (pt)			12161.70
8	7	2(pt)	16,16/1 to 16/92 (pt)	3203 (Area of 2606.80 Sq. Mtrs. Leased out to Shri. Stone Quarry & 591.40 Sq. mtrs. Leased out to M.S. Sawhney & Sons for quarrying purposes)
9	7	2(pt)	19,19/1 to 19/28 (pt)	1508.80 (This area of 1508.80 sq. Mtrs leased out to Kalyan Stone for quarrying purposes)
10	8 (pt)	—	34 (pt)	3596.30
11	10 (pt)	—	30-A/1 (pt) 30 - A/2 30 - A/3	134256.52 2498.70 37.50
12	10 (pt)	—	31,31/1	56.70
13	10 (pt)	—	32	51.20
14	10 (pt)	—	33	5.10
15	10 (pt)	—	35	11.50

बदर-७
वस्त क्रमांक (११३० प/२००३)



2) 1)

बंदर-१३
 १५४३/१०
 २००४

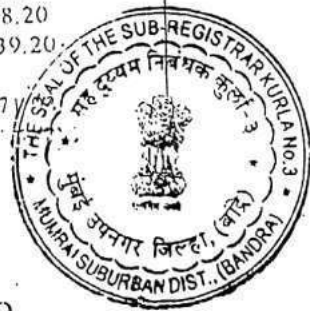
S No	Survey No.	Hissa No.	C.T.S. No.	Area in Sq. Mtrs.
16	12 (pt)	---	20,20/1 to 20/13	5085.90
17	14 (pt)	---	25,25/1 to 25/32 (pt)	10737.20 (Area of 10737.20 sq.mtrs leased out to H.N.Somaiya for quarrying purposes)
18	24	1 (pt)	43,43/1 to 43/52 (pt)	4401.67



THE SECOND SCHEDULE ABOVE REFERRED
 (Description of Land of Second Owners M.A.Sheth H. J.)

All those pieces and parcels of land or ground hereditaments and premises situate, lying and being in Village and City Survey Chandivali, Taluka Kurla, District Bombay Suburban in the Registration District and Sub-District of Bombay City and Bombay Suburban, within the limits of 'L' Ward of the Municipal Corporation of Greater Bombay bearing following particulars

S.No	Survey No.	Hissa No.	C.T.S. No.	Area in Sq. Mtrs.
1	1 (pt)	---	46 (pt)	3197.20
2	2	1 (pt)	1-B, 1-C, 1-D	71.30 2038.20 10339.20
				2067



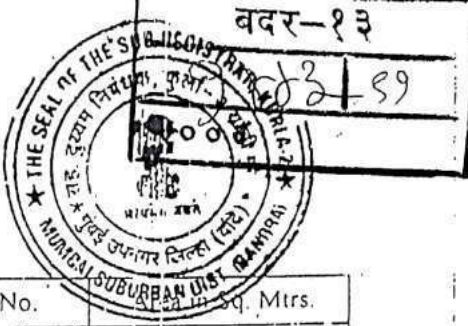
THE THIRD SCHEDULE ABOVE REFERRED TO
 (Description of Land of Third Owners N.A.Sheth H.U.F)

All those pieces and parcels of land or ground hereditaments and premises situate, lying and being at Village and City Survey Chandivali, Taluka Kurla, District Bombay Suburban in the Registration District and Sub-District of Bombay City and Bombay Suburban, within the limits of 'L' Ward of the Municipal Corporation of Greater Bombay

2) 3)

बंदर-७
 वस्त क्रमांक १२३०७ (२००३)
 ४

बदर-१३



bearing following particulars.

S No.	Survey No.	Hissa No.	C.T.S. No.	Sq. Mtrs.
1	9	2 (pt)	36-A (pt) 36-B (pt)	9292.60
2	11	2 (pt)	28-A/1 28-A/2 28-A/3 28-B 28-C	17905.20 3210.80 6845.90 10059.50 480.30
3	15		26-A 26-B/1 26-B/2 26-C	69304.60 1328.80 7491.60 775.40
4	16	2 (pt)	27	1346.60
5	17	—	53-A/1 53-A/2 53-B 53-C	19320.10 6747.50 1655.50 9174.50

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of Land of Fourth Owners J.A.Sheth H.U.F)

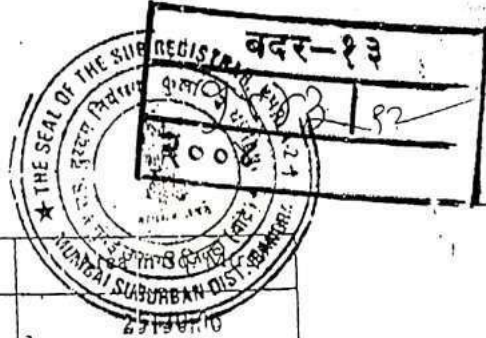


All those pieces and parcels of land or ground hereditaments and premises lying and being at Village and City Survey Chandivali, Taluka Kurla, District Suburban in the Registration District and Sub-District of Bombay City and Bombay Suburban, within the limits of 'L' Ward of the Municipal Corporation of Greater Bombay bearing following particulars.

S.No.	Survey No.	Hissa No.	C.T.S. No.	Area in Sq. Mtrs.
1	18 (pt)	—	52-A (pt) 52-B	29447.91 1267.50
2	19 (pt)	—	49 (pt)	1670.57
3	20 (pt)	—	48 (pt)	12371.88
4	24	2 (pt)	42 (pt)	5328.90

2

बदर-१३
दस्ता क्रमांक १२३०७/२००३



S.No.	Survey No.	Hissa No.	C.T.S. No.	Area in Sq. Mtrs.
5	4	1 (pt)	50-A (pt) 50-B 50-C 50-D	6719.70 1583.40 504.50 159.70

THE FIFTH SCHEDULE ABOVE REFERRED TO
 (Description of Land of Fifth Owners Shantaben M. Sheth,
 Mrs. Leena Jitendra Sheth & Mrs. Rama Narendra Sheth)

All those pieces and parcels of land of ground hereditaments and premises situate, lying and being at Village and City Survey Chanajvali, Taluka Kurla, District Bombay Suburban in the Registration District and Sub-District of Bombay City and Bombay Suburban, within the limits of 'L' Ward of the Municipal Corporation of Greater Bombay bearing following particulars.

S.No.	Survey No.	Hissa No.	C.T.S. No.	Area in Sq. Mtrs.
1	7	1-A (pt)	13-A 13-B 13-C	273.30 2898.90 16034.00
2	7	1-A (pt)	14 (pt)	131.50
3	9	1 (pt)	36-A (pt) 36-B (pt)	4365.16
4	11	1 (pt)	29 (pt)	36483.11
5	13 (pt)	—	11 (pt)	456.00



2
3

बदर-१३
 वस्तु क्रमांक (१२३००/२००३)
 E

बदर-१३
 १४४३/०३
 २००४



THE SIXTH SCHEDULE ABOVE REFERRED TO
 (Description of Land of SECTOR)

N.A.SHETH (H.U.F)

Land bearing S.No 17 and corresponding C.T.S.No. 53-A/1 of village Chandivali admeasuring 19320.1 Sq.Mtrs C.T.S.No.53/C admeasuring 9174.5 Sq.Meters. The above land was originally having one C.T.S. No. namely C.T.S. No.53 for which new P.R.Cards have been issued by C.T.S.Authorities on 18.07.95 based on the Sub-division order issued by the Collector B.S.D. Bombay under No.S/524 dated 22.3.1991 and subsequently vide letter No.CHE/3207 dated 2.9.1998 wherein M.C.G.M. has relocated the reservation in this plot comprising of R.G.-1, P.G.-1, MAP and internal Road of 9.15 M Road the total area allotted for this reservation is

R.G -1 5203.75 M²
 P.G -1 3125.50 M²
 MAP 3872.53 M²

9.15 metre road 943.36M² (Approx) as per demarcation issued by M.C.G.M. under No.CHE/1661/DPLES dated 9.12.98 is 13145.14 Sq.Metres (approx) in the total area of existing plot of 28494.6 sq. mtrs comprising of C.T.S. No.53-C and 53 A/1, now awaiting approval of this Sub Division from Collector. The net plot area of R-3 Sector will be 15349.46 Sq.Mtr (approximately). It is to be mentioned here that revised layout of sector R-3 is approved by M.C.G.M. under number CE/272/BPES/LOL dated 12.8.95 for which layout deposit of Rs.82,040/- and scrutiny fees of Rs.16,410/- was paid by us Building Plans for the same is approved by M.C.G.M. under number CE/1005/BPES/A/06.03.91 For wing A,B,C,D & E Named Orchid Enclave and Commencement Certificate also issued by M.C.G.M. date 18.10.89



THE SEVENTH SCHEDULE ABOVE REFERRED TO

(COMMON AREA AND FACILITIES)

- 1 Entrance lobby and foyer of the said building will be for the benefit of the Flat Purchasers of the said building;
- 2 Compound of the said building i.e., the open area shown bounded red in the Plan hereto annexed by excluding the Open car-parking/scooter parking spaces in the compound allotted/to be allotted to the respective Flat Purchasers, if permitted and constructed;
- 3 The staircase of the said building, including main landing for the purpose of entrance and exit of the Flat Purchasers and visitors to such wing but not for the purpose of storing or for recreation or for residence of (or sleeping).

2
 3

बदर - १९
 दस्त क्रमांक १२३०६ / ००३
 १

बदर-१३
 १४४३/१०
 २००४



IN WITNESS WHEREOF we have set and subscribed our hands to this
 20th day of December 2003.

SIGNED, SEALED AND DELIVERED
 By the within named EXECUTANT
 M/S. NAHAR ENTERPRISES
 Through its Partner
 1) S. B. NAHAR HUF THROUGH ITS
 KARTA

2) -----

SIGNED, SEALED AND DELIVERED
 By the Constituted Attorney of EXECUTANT
 M/S. J. SHETH & OTHERS

1) FIRST OWNERS 1) JITENDRA AMRITLAL
 SHETH for self and as Karta and Manager of
 the Joint Hindu Family, 2) NARENDRA
 AMRITLAL SHETH, 3) JATIN MANUBHAI
 SHETH, 4) MRS. SHANTABEN MANUBHAI
 SHETH, 5) MRS. PURNA JATIN SHETH,
 SAMIR JITENDRA SHETH, 7) MRS. RAMA
 NARENDRA SHETH, 8) AMAR JATIN
 SHETH, 9) RISHABH JATIN SHETH the last
 Name being minor by his father and natural
 Guardian Jatin Manubhai Sheth
 in the presence of

2) -----

2) SECOND OWNER 1) JATIN MANUBHAI
 SHETH for self and as Karta and Manager of
 the Joint Hindu Family, 2) MRS. PURNA JATIN
 SHETH, 3) AMAR JATIN, 4) RISHABH JATIN
 SHETH the last name being minor by his father
 and natural Guardian Jatin Manubhai Sheth and
 5) SMT. SHANTABEN MANUBHAI SHETH
 in the presence of

2) -----

3) THIRD OWNERS 1) NARENDRA AMRITLAL
 SHETH for self and as Karta and Manager of
 the Joint Hindu Family, and 2) MRS. RAMA
 NARENDRA SHETH
 in the presence of

2) -----



बदर
 वस्त क्र. १२३४५/२००३

बदर-१३
 १४४३/२५
 २००४



- 4) FOURTH OWNERS 1) JITENDRA SHETH for self and as Karta of the Joint Hindu Family and 2) SAIT JITENDRA SHETH, in the presence of
- 5) FIFTH OWNERS 1) SHANTABEN MANUJBHAI SHETH and 2) MRS. RAMA in the presence of

3) ~ ~ ~

4) ~ ~ ~

SIGNED, SEALED AND DELIVERED
 By the within named ATTORNEY
 1) MANISH B. JAIN
 2) VINOD SHARMA
 3) JHAVERI G. MEHTA
 in the Presence of

) Manish B. Jain
) Vinod Sharma
) Jhaiveri G. Mehta

(1) Dhruv 19A/105 / mhada colony 23 heje

(2) SHIBU PHILIP / Bharth electronic works Maso / Nako

SHAMP



7
 92306
 e








दुय्यम निबंधकः
कुर्ला 2 (थिफ्रोकोडी)

दस्ता गोषवारा भाग-

बदर-१३
१४४३/६६
२००४ बदर 7
बस्त नं. 12307/2003
१०

क्रमांक : 12307/2003

प्रकार : मुख्याध्यापना

पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्यांची ठंसा
महेश नानर इ.ए. सजे जागीदार मुख्याध्यापक को. २ वी खळे न-रीता व मान्यता देणार तिलोद ए. शेठ व को. एम. शेठ व इतर एन ए शेठ व इतर एल एन ग टार गारमोच्या यतीगे गु: गु गारमो -	लिहून घेणार वय 52 सही (2)		
मिर्मि वदानीलाल जेम पर/प्लॉट नं: 505/505 दस्ता: तीचे नाव: मीर्मि मीर्मि ता नं: साहत: म्यू मीर्मि स इन्ता गाव: मुंबई	लिहून घेणार वय 26 सही Mirmir S Jem		
विनोद मोहनलाल शर्मा पर/प्लॉट नं: डी-701 दस्ता: तीचे नाव: मीर्मो लिया इगवलेफ ता नं: साहत: नाहरी अमृत शयती गाव: चांदीवली	लिहून घेणार वय 40 सही Vinod M/S Sharm		
जखीमल चमंडीराम मेहता पर/प्लॉट नं: 135/208 दस्ता: तीचे नाव: मुपूर सोसा. ता नं: साहत: दिक्षित रोड गाव: विलेपार्ले पूर्ण	लिहून घेणार वय 63 सही Jaxhimlal Mehta		



बदर-१३
१९९३
२००४

दस्त गोषवारा भाग - 2

बदर
दस्त क्रमांक (12307/2003)
१११११

दस्त क्र. (बदर-१३०७/२००३) या गोषवारा
साजार मुल्य : 1 गोषवारा 0 भरलेले मुद्रांक शुल्क : 100

दस्त हजर होण्याचा दिनांक : 26/12/2003 05:43 PM
विषादनाया दिनांक : 26/12/2003
दस्त हजर वारणा-गाणी राणी :

पावती क्र.: 12372 दिनांक: 26/12/2003
पावतीचे वर्णन
नाम: मेरारी प्राहर इंटर. सर्व भागीदार सुधतराज
बी. नाहर हे स्वतः करीता व मान्यता देणार जितें
ए. शेत व इतर जे. एम. शेत व इतर एम ए शेत
इतर एम एम शेत व इतर याराघ्याच्या धर्तीने पुः पु
मरण . .

दस्ताचा प्रमाण : 48 गुणव्यारनामा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 26/12/2003 05:43 PM
शिवका क्र. 2 ची वेळ : (फ्री) 26/12/2003 05:47 PM
शिवका क्र. 3 ची वेळ : (कमुली) 26/12/2003 05:50 PM
शिवका क्र. 4 ची वेळ : (ओळख) 26/12/2003 05:50 PM

200 : गोवणी फी
220 : नयकल (अ. 11(1)), पृष्ठांकनाची मर्या
(आ. 11(2)),
रुज्यात (अ. 12) व छायाचित्रण (अ. 13) ->
एकीकृत फी
420: एकूण

दस्त नोंद केल्याचा दिनांक : 26/12/2003 05:50 PM

ओळख :

खालील इराम असो गिरोधीत करतात की, ते दस्तपेयज करुन देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) दिलेश जी. सवंगर, घर/प्लॉट नं: ओ-503

मल्ली/रस्ता: एम एम एम मार्ग

ईमारतीचे नाव: विनायक आशिय

ईमारत नं: -

पेठ/यसोहस्त: -

शहर/गाय: मुलुंड प *(Handwritten signature)*

तालुका: -

पिन: 80

2) गेंदुल - कपकर, घर/प्लॉट नं: वरीलप्रमाणे

मल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/यसोहस्त: -

शहर/गाय: -

तालुका: -

पिन: -

डु. निबंधकाची सही, फुर्ला 2 (बिक्रोळी)
सु. पुं. बडकस

प्रमाणित करणेत येते की, या दस्तामध्ये
सकूण *(Handwritten signature)* (११) पाने आहेत.

सह. दुय्यम निबंधक, फुर्ला-२
मुंबई उपनगर जिल्हा.



१२३०७
बदर-७ / २००३
दस्त क्रमांक १ वसाख
सोपणा. २६/१२/०३
दिनांक

डु. निबंधकाची सही
फुर्ला 2 (बिक्रोळी)

सह. दुय्यम निबंधक, फुर्ला-२
मुंबई उपनगर जिल्हा



क्र. 20004
 दि. 22/04/2004
 दि. 22/04/2004
 दि. 22/04/2004

वरत गौमारा गा. 1

11/13
 दि. 14/3/2004
 EE

क्र. पक्षकाराचे नाव (पक्षी) पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा टसा

नाम कुमार रमणोत्तम
 पत्ता घर/फ्लॉट नं -
 मल्हो/रस्ता -
 इमारतीचे नाव -
 शिटी रोड म्हाडा पु. पु. 107
 इमारत नं -
 पेट/यसाहत -
 शहर/गाव -
 ता.नुका -
 जिल्हा -
 जिल्हा

लिहून घेणार
 वय 29
 सही
Ramprasad



नाम रघुवीर श्यामील कुमार
 पत्ता घर/फ्लॉट नं -
 मल्हो/रस्ता -
 इमारतीचे नाव -
 इमारत नं -
 पेट/यसाहत -
 शहर/गाव -
 ता.नुका -
 जिल्हा -
 जिल्हा

लिहून घेणार
 वय 27
 सही
Ravali



नाम सुखराज सुखराज इतर. तर्फे भागीदार सुखराज बी.
 शहर नं. स्वतः करीता व माव्यता देणार जिल्हा ए. शेट व
 इतर नं. पुन. शेट-य. इतर एन ए शेट व इतर एस एन
 शेट व इतर मारवाच्या सतीने कु. सु. म्हणून व

लिहून देणार
 वय 43
 सही
Sukraaj



करून देणार तथाकथित [करारनामा] दस्तऐवज करून दिल्याचे कवून करतात.
 व देणार तथाकथित [करारनामा] दस्तऐवज करून दिल्याचे

दस्त गोपवारा भाग - 2

वदर13

दस्त क्रमांक (1443/2004)

300

दस्त क्र. [वदर13-1443-2004] चा गोपवारा
वाजार मुल्य :1876864 मोबदला 2512950 भरलेले मुद्रांक शुल्क : 109400

पावती क्र.:1451 दिनांक:20/12/2004
पावतीचे वर्णन
नांव: कुमार स्वजील

दस्त हजर केल्याचा दिनांक :20/12/2004 05:09 PM
निष्पादनाचा दिनांक : 13/12/2004
दस्त हजर करणा-याची सही :

[Signature]

25200 : नोंदणी फी
2000 : नक्कल (अ. 11(1)), पृटांकनाची
नाकल (भा. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13)
एकत्रित फी

27200: एकूण

[Signature]
दु. निबंधकाची सही, सह दु.नि.का-कुर्ता 3

एस. एन. दुतोडे

दस्ताचा प्रकार :25) करारनामा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 20/12/2004 05:09 PM

शिवका क्र. 2 ची वेळ : (फी) 20/12/2004 05:13 PM

शिवका क्र. 3 ची वेळ : (कबुली) 20/12/2004 05:14 PM

शिवका क्र. 4 ची वेळ : (ओळख) 20/12/2004 05:14 PM

दस्त नोंद केल्याचा दिनांक : 20/12/2004 05:14 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) देवदास नसरे - - घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: म्हाडा कॉलनी

ईमारत नं. -

पेठ/वसाहत: -

शहर/गाव: वांदीवर्ला

तालुका: -

पिन: -

2) सुनील सावरे - - घर/फ्लॅट नं: चवरीलप्रमाणे -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं. -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

[Signature]

[Signature]

प्रमाणित करण्यात येते कि या दस्तामध्ये
एकूण *[Signature]* ... (300) पाने आहेत
वदर-१३/१९४५३ /२००४
पुस्तक क्रमांक १ रूपांकवदर
नोंदला 20/12/04
दिनांक

[Signature]
सह दु.नि.का-कुर्ता-३,
मुंबई उपनगर जिल्हा.

एस. एन. दुतोडे



[Signature]
दु. निबंधकाची सही
सह दु.नि.का-कुर्ता 3

एस. एन. दुतोडे