

OFFICE · NO

306, 307, 308

306, 307, 308

Kavita *Morabia*



Tuesday, May 03, 2005

11:44:27 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3681

दिनांक 03/05/2005

गावाचे नाव घाटकोपर

दस्तऐवजाचा अनुक्रमांक

वदर13 - 03658 - 2005

दस्ता ऐवजाचा प्रकार

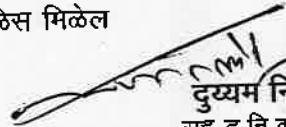
करारनामा



सादर करणाराचे नाव: मे/ कविता ट्रांसपोर्ट कंपनीचे प्रॉप्रा कविता किशोर मोरबीया - -

नोंदणी फी	: -	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (40)	: -	800.00
एकूण	रु.	30800.00

आपणास हा दस्त अंदाजे 11:59AM ह्या वेळेस मिळेल


दुय्यम निबंधक
सह दु.नि.का-कुर्ला 3

बाजार मुल्य: 2849230 रु. मोबदला: 3024000रु.
भरलेले मुद्रांक शुल्क: 151200 रु.
देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: स्टेट बँक ऑफ हैदराबाद मुं 86;
डीडी/घनाकर्ष क्रमांक: 022168; रक्कम: 30000 रु.; दिनांक: 02/05/2005

सह दुय्यम निबंधक कुर्ला क्र. ३,
मुंबई उपनगर जिल्हा.

DELIVERED

समाशोधनाच्यो अधिन राहून



गावाचे नाव : घाटकोपर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 3,024,000.00
बा.भा. रु. 2,849,230.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) फायनल प्लॉट क्र.: 355 वर्णन: विभागाचे नाव - घाटकोपर - किरोळ - कुर्ला, उपविभागाचे नाव - 103/493 - भूभाग: रेल्वेच्या पूर्वेकडील पंतनगरचा रेल्वेस समांतर गाव हद्दी पर्यंत भाग (झोन क्र. 103/492 चा भूभाग वगळून) T.P.S.Ghatkoparno.3. सदर मिळकत अंतीम प्लॉट नंबर - 355 मध्ये आहे. -----ऑफीस नं 306, 307, 308, 3 रा मजला, कैलास प्लाझा व्ही बी लेन घाटकोपर पु मुं 77
- (3) क्षेत्रफळ (1) बांधीव मिळकतीचे क्षेत्रफळ 80.26 चौ.मी. आहे.
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) में/ डी के पटेल अँड कंपनी चे भागीदार किशोर डी. पटेल यांच्या तर्फे मुखत्यार म्हणून दिपक एम. पटेल -AABPP 0433 B ; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: 23, कैलास नगर, एम. जी. रोड, घाटकोपर पु. मुं. 77 ; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) में/ कविता ट्रांसपोर्ट कंपनीचे प्रॉप्रा कविता किशोर मोरबीया - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: बी 12/13, व्ही बी लेन कैलास प्लाझा घाटकोपर पु ; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ए ए एच पी एम 4620 पी.
- (7) दिनांक करून दिल्याचा 03/05/2005
- (8) नोंदणीचा 03/05/2005
- (9) अनुक्रमांक, खंड व पृष्ठ 3658 /2005
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 134950.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेर

3858



डी.के.सांडू मार्ग शाखा-मुंबई दिनांक
D.K. Sandu Marg Br. Mum. Date



मुद्रांक शुल्क
Stamp Duty
सेवा प्रभार
Service Charges
कुल
Total

रु. 1151/-
रु. 10/-

वदर-१३
१९७५

मुद्रांक शुल्क देने वाले पक्ष का नाम
Name of stamp duty paying party

प्रति पक्ष का नाम
Name of counter party

संव्यवहार का उद्देश्य
Purpose of transaction

चेक नं., यदि हो
Cheque No., if any.

किस बैंक पर आहरित है
Drawn on Bank

शाखा
Branch

रोकड़िया
Cashier

प्राधिकृत हस्ताक्षरकर्ता
Authorised signatory

Indian Bank, D.K. Sande, Marg Branch,
 C/32, D.K. Sande, Marg, Chembur,
 Mumbai-400071.
 D-5/STP/IV/C R. 1015/01/04/2392-95
 डी. के. सांडे मार्ग शाखा, चेंबूर,
 डी. के. सांडे मार्ग ब्र. चेंबूर.

भारत 29911
 136109
 Special Adhesive
 महाराष्ट्र
 APR 29 2005
 14128
 Rs 015 1200/- PB5179
 INDIA STAMP DUTY, MAHARASHTRA

बदर-१३
 २००५



AGREEMENT

THIS AGREEMENT made at Bombay this 3rd day of May in the Christian Year Two Thousand and Five BETWEEN MESSRS D.K. PATEL AND COMPANY [REGD] a Partnership concern registered under the provisions of Indian Partnership Act, 1932 and having its principal place of business at Kailas Nagar, M.G. Road, Ghatkopar [East], Bombay - 400 077, hereinafter referred to as "THE PROMOTER" [Which expression shall unless it be repugnant to the context or meaning thereof shall mean and deemed to include the said firm, its partner or partners for the time being, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of last such survivor] of the ONE PART AND M/s. Kavita Transport Co. [Proprietary Firm] ^{Office} _{residing} at B-12/13, Kailas Plaza, Vallabh Baug Lane, Ghatkopar [E.] hereinafter referred to as "THE PURCHASER/S" (Which expression shall unless repugnant to the context or meaning thereof shall include his/her/their heirs, executors, administrators, successors and permitted assigns) of the OTHER PART:

WHEREAS:

- a) By an Agreement dated 2nd day of September, 1974 as modified by an Agreement dated 6th December, 1985 and executed between Narotramdas K. Shah and Others for KAVITA TRANSPORT CO
Kavita Morde
 Proprietor

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2006	

of One Part (hereinafter referred to as the "Vendor") and the Promoter of the Other Part, the Promoter herein has agreed to purchase an immovable property being piece or parcel of freehold land and being at Ghatkopar in the Registration District and Sub-District of Bombay City and Bombay Suburban admeasuring 8100 Square Meters or thereabouts and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Land")

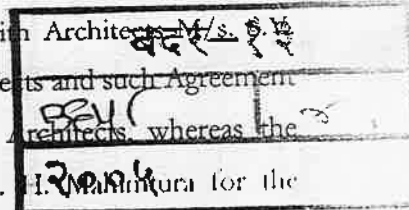


- b) As a result of the Urban Land (Ceiling and Regulations) Act, 1976 (hereinafter referred to as the "Ceiling Act") which came into force in the State of Maharashtra on the 17th February, 1976 Vendor were not entitled to hold any vacant land in excess of the Ceiling limit except as otherwise provided in the Ceiling Act;
- c) The Vendor having been shown to be the Owner of the said land in the Government and revenue records, the Vendor submitted to the Government of Maharashtra (hereinafter referred to as "the Government") in the name of the Vendor the Returns of total holding of Land under Section 6 (1) of the Ceiling Act for exempting the said land from the provisions of the Ceiling Act;
- c) By an Order No.CAS/NOC/ULC/SR-6 (1)/11/244/1 to 7 & XXI/375 to 383 dated 30.3.1988 (hereinafter referred as "the said Order") the Government allowed to retain part of the Land admeasuring 4686 Sq. mtrs. (hereinafter referred as the said portion) including set-back areas without any condition from the provisions of the Ceiling Act, for the balance of Land the proceedings are pending;
- e) As per the said Order and as a result of the Development Agreement the Promoter are entitled and enjoined upon to construct building on the said land in accordance with the said Order and Promoter will subsequently construct the building or buildings on the balance Land as per the Scheme which may be sanctioned by the Government of Maharashtra and/or the Competent Authority under the Provisions of Ceiling Act;
- f) The Promoter being in possession of the said land have constructed multistoried buildings on the said portion;
- g) The Promoter has constructed on the said portion three multistoried buildings of ground floor at stilt level and ten or more upper floors and one building with shops on ground floor and restricted commercial use on upper floors (hereinafter referred to as "the said building/s")

For KAVITA TRANSPORT CO.

Kavita Morharia
Proprietor

ii) The Promoter has entered into a Standard Agreement with Architects M/s. S.V. Thakkar & Associates registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects, whereas the Promoters has appointed a structural Engineer M/s. R. H. Mahimura for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.



i) On the Purchaser/ss demanding from the Promoter the Promoter has given inspection to the Shop/Purchaser/s of all the documents of title relating to the said land, the said Order, the Development Agreement and the plans, designs and specifications prepared by the Promoter's Architects M/s. S.V. Thakkar & Associates and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder.



j) The copy of certificate of title issued by the attorney-at-law or advocate of the Promoter, copies of property card, copy of certificate of Tenure and Title showing the nature of the title of the Vendor and thereby title of the Promoter to the said land on which the flats and shops/offices are constructed or are to be constructed have been annexed hereto; and marked Annexure "A", "B", "C" respectively.

k) By an Agreement dated 24th July 1994 executed between the owners of Plot No.355 and the Promoters herein the owners confirmed the use of TDR if available from market to use the same on the said plot.

l) By diverse Agreements the Promoters have purchased TDR admeasuring 2850 Sq. Mtrs. constructed additional II and III floors to the existing building known as Kailas Plaza.

m) The Promoters have completed three wings of Residential Building known as "Kailas Tower" and one commercial building having basement shops at ground floor and offices on First, Second and Third Floor using major portion of F.S.I. available for the said Plot.

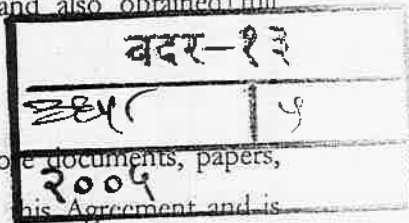
n) The said plans are sanctioned by Bombay Municipal Corporation and the Full Commencement Certificate bearing no. CE/5388/BPES/AN dated 18.01.1994 is issued.

For KAVITA TRANSPORT CO.

3.

X Kavita Moradia
Proprietor

o) The Promoters have completed construction of additional II and III floors as per the plans as sanctioned by Bombay Municipal Corporation and also obtained full occupation certificate. Dated 09.08.1996



p) The Purchaser/s has taken inspection of all the hereinbefore documents, papers, plans as also all orders, scheme etc. which are referred in this Agreement and is aware of the terms and conditions thereof;

q) The Purchaser/s applied to the Promoter for allotment of the restricted commercial premises No. 306, 307 & 308 on Third floor of the building to be known as Kailas Plaza situated at Final Plot No.355 of TPS III, Vallabhbaug Lane, Ghatkopar (East), Bombay 400 077 (hereinafter referred to as the said office);



r) The Purchaser/s has entered into this agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes etc., including terms of payment to be made to Vendor;

s) Relying upon the said application, declaration and agreement herein contained, the Promoter agrees to sell to the Purchaser/s the said Office at the price and on their terms and conditions hereinafter appearing.

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

1. The Promoter shall construct restricted commercial premises by constructing additional upper floors in accordance with the plans, designs and specifications approved by the Purchaser/s with such variations, modifications and alterations as the Promoter may deem fit and/or as may be required by the concerned local authority or the Government to be made in them or any of them and the Purchaser/s hereby gives an irrevocable consent, power and authority to the Promoter to add, to alter, vary or modify from time to time the said Plans, design, specifications, including for further construction. It is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the Office of the Purchaser and that no further consent of the Purchaser/s is required for any modifications, variation or amendment of the plan including for addition as in the building to be constructed.

For **KAVITA TRANSPORT CO.**

Kavita Morhia

Proprietor

H.

2. The Purchaser/s hereby agrees to purchase from Promoter and the Promoter hereby agrees to sell to the Purchaser/s commercial office premises No. 306 307 & 308 on the Third floor of building Kailas Plaza as shown in the floor plan or area admeasuring 66.889 Sq. Meters carpet area of admeasuring 720 sq. ft. of Carpet area for the price of Rs. 30,24,000/- [Rupees Thirty Lakhs Twenty Four Thousand ——— only] including the proportionate price of the common areas and facilities appurtenant to the premises the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule hereunder written. The Purchaser/s has paid a sum of Rs. 2,50,000/- [Rupees Two Lakhs Fifty Thousand ——— only] as earnest money on or before the execution of these presents. The Purchaser/s hereby agrees to pay to the Promoter balance amount of Rs. 27,74,000/- (Rupees Twenty Seven Lakhs Seventy Four Thousand Only) on or before promoter offering possession.

[Rupees <u>Thirty</u> <u>Lakhs</u> <u>Twenty</u> <u>Four</u> <u>Thousand</u> only]	
[Rupees <u>Two</u> <u>Lakhs</u> <u>Fifty</u> <u>Thousand</u> only]	
[Rupees <u>27,74,000/-</u> only]	



3. The Percentage of the undivided interest of the Purchaser/s in the common areas and the facilities limited or otherwise pertaining the said Office shall be in the proportion of the area of the Office agreed to be sold hereunder to the total common areas and facilities limited or otherwise.

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

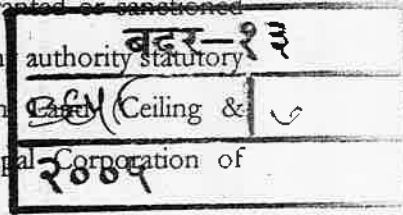
5. The Purchaser/s has prior to the execution of this Agreement satisfied itself about the title to the said plot. The Purchaser/s shall not be entitled to investigate the title of the said plot any further and no requisition or objection shall be raised by the Purchaser/s in any manner relating thereto. A copy of the certificate of title issued by M/s. Kantilal Underkat & Co., Advocates and Solicitors is hereto annexed and marked Annexure "A".

6. The Purchaser/s agree that the Promoter shall be entitled to use the F.S.I. of the said entire plot and shall be entitled to carry on and complete construction on the balance land as and when the scheme thereof is sanctioned under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 and plans are sanctioned by Municipal Corporation of Greater Bombay and the Purchaser/s will not object, obstruct or

For **KAVITA TRANSPORT CO.**
Kavita Moravia
 Proprietor 5.

interfere with such further construction in any manner whatsoever and will give all the cooperation required by the Promoter for the said purpose.

7. The Purchaser/s agrees to comply with all the terms and conditions of any order scheme, permission no objection etc., that may have been granted or sanctioned which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including Competent Authority under Urban (Ceiling & Regulations) Act, Government of Maharashtra and Municipal Corporation of Greater Bombay.



8. The Purchaser/s declares that neither the Purchaser/s nor members of his/her family, the meaning of word family being the same as defined Under Land (Regulations) Act, 1976, owners or own a tenement house or building within the limits of Bombay Agglomeration and relying solely upon this declaration the Promoter has agreed to sell the said Office to the Purchaser/s on the terms and conditions set out in this agreement.



9. The Purchaser/s hereby grants his irrevocable power and consent to and agrees to:

- a) The Promoter alone shall be entitled to the entire FSI whether available at present or in future till the conveyance or any other document vesting the property in favour of common organization of the Purchaser/s is executed including the balance FSI, the additional FSI available under D.P. Rules from time to time and/or by TDR Scheme or by and special concessions, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening set back reservation or otherwise;
- b) Under no circumstances the Purchaser/s will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever;
- c) The Promoter developing the said plot of land fully by constructing many buildings and or additional built-up/floors/structures thereon so as to avail of the full FSI permissible at present or in future including for staircase, lift and by way of TDR or any purchase of floating FSI on the said plot and including putting up "Additional Construction" as mentioned above and Promoter selling the same and appropriating to himself the entire sale proceeds thereon without the Purchaser/s or other acquires of the tenements/Flats in such building and/or their common organization having any claim thereto or to any part thereof. The FSI and further and/or additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer etc the same in manner the Promoter chooses. The Purchaser/s agrees not to raise any

for **KAVITA TRANSPORT CO.**
Kavita Morhia
Proprietor

objection and/or claim, reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance, the Conveyance of the said plot, building etc. and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation. The Promoter shall be entitled to consume

FSI by raising floor or floors on any structures and/or putting additional structures and/or by way or extension of any structure;

d) The Promoter selling any part or portion of the said buildings including the open terrace walls, basement area or any portion thereof including for use as a garden, display of advertisements, as the same may be permissible by the authorities concerned;

e) To admit the persons who are allotted offices as provided in the above as members of the proposed society.

f) To bear and pay any increment in the price of building material due to unavoidable circumstances as may be decided by the Promoter;

g) Not to raise any objection or interfere with Promoter's rights, hereunder;

h) If any further or other writing, document consent etc. is required or necessary for the aforesaid purpose the Purchaser/s will execute or sign the same.

i) The Purchaser/s will also do all other acts, deeds things and matters which the Promoter in his absolute discretion deems fit;

j) The aforesaid consent shall remain valid, continuous, subsisting and in full force even after the possession is handed over the Purchaser/s and/or possession of the said property is handed over to the society of the Purchasers of flats and this is irrevocable till the conveyance is executed in favour of society.



10. The Purchaser/s agrees to pay to the Promoter interest at 18% per annum on all the amounts which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date of the said amount is payable by the Purchaser/s to the Promoter.

11. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the promoter shall be entitled at his own option to terminate this agreement by giving 15 days notice. PROVIDED FURTHER that

For KAVITA TRANSPORT CO,
Kavita morbia
Proprietor

upon termination of this agreement as aforesaid, the Promoter shall refund to the Purchaser/s the installments of sale price of the Office which may till then have been paid by the Purchaser/s to the Promoter but the Promoter shall not be liable to pay to the First Purchaser any interest or any other amount on the amount so refunded and/or upon termination of this agreement and on refund of aforesaid amount by the promoter, the Promoter, shall be at liberty to dispose of and sell the Office to such person and at such price as the Promoter may in his absolute discretion think fit. The Purchaser/s agrees that sending of the said amount by cheque by the Promoter to the Purchaser/s at the address given by the Purchaser/s whether the purchaser encashes the cheque or not will amount to the refund of the amount so required to be refunded.

बंदर-३
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2. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Office are those that are set out in Annexure "A" annexed hereto.



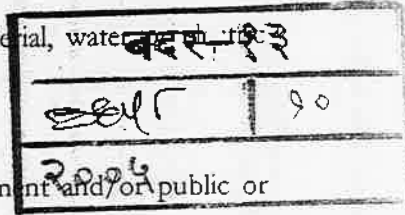
3. The Promoter may complete any wing, part portion of floor of the said building and obtain part occupation certificate thereof and give premises therein to the acquires of such premises and the Purchaser/s herein shall have no right to object to the same and the Purchaser/s hereby gives his specific consent to the same. If the Purchaser/s takes possession of any premises in such part completed wing, part, portion or floor, the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional constructions work in the said premises, the said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct, the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused.

4. The Promoter shall give possession of the Office to the Purchaser/s on or before by _____. If the Promoter fails or neglects to give possession of the Office to the Purchaser/s on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the Act then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Office with simple interest at nine percent per annum from the date the amounts received and till the interest thereon is paid. The Purchaser/s agrees that pending of the said amount by cheque by the Promoter at the addresses given by the Purchaser/s these presents, whether the Purchaser/s

For KAVITA TRANSPORT CO,
Kavita morbia
Proprietor

encashes the cheque or not will amount to full refund to the amount so required to be refunded. PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of Office on the aforesaid date, if the completion of building in which the Office is to be situated is delayed on account of

- i] non-availability of steel, cement, other building material, water supply;
- ii] war, civil commotion or act of God.
- iii] any notice order, rules, notification of the Government and/or public or competent authority;
- iv] the Promoter shall be entitled to change the user of the said land, part or portion thereof but the same will not affect the user of the said Office.



15. The Purchaser/s shall take possession of the Flat within seven days of the Promoter giving written notice to the Purchaser/s intimating that the said Office is ready for use and occupation and the Purchaser/s shall before taking possession of the said Office inspect the same thoroughly and point out defects if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required.
16. The Office is intended and shall be used for commercial purposes only and the Purchaser/s shall not use the Office or any part or portion thereof for any other purposes whatsoever. The Purchaser/s shall use the garage or parking space only for the purpose of keeping of parking the Purchaser/s' own vehicle and for no other purpose.
17. The said buildings shall always be known as "KAILAS PLAZA".
18. The Purchaser/s along with other Purchasers of basement/shops/office in the building shall join in forming and registering the society as the Promoter may deem fit and such society shall bear the name of "KAILAS PLAZA" as its first name and this will not be changed without written consent of the Promoters. The Purchaser/s agrees that for the aforesaid it shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary for the formation and registration of the Society for becoming a member including the bye-laws of proposed society and duly fill in sign and return to the Promoter within 4 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable Promoter to register common organization of the Purchaser/s under Section

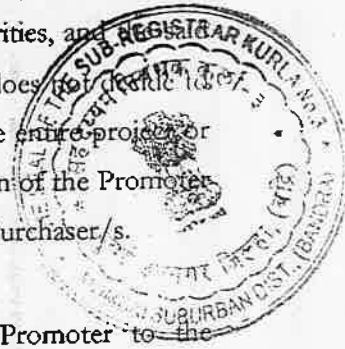
For KAVITA TRANSPORT CO,

X Kavita mohia
Proprietor

10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction sale, management and Transfer) Rules 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or other Competent Authority.

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19. The Promoter shall, within a period of twelve months of registration of the Society as aforesaid cause to be transferred to the Society all the rights, title and interest of the Promoter at the option of the Promoter in the aliquot part of the said land together with the building/s by obtaining/or executing the necessary conveyance of the said land or to the extent as may be permitted by the authorities, and building in favour of such society/s. However if the Promoter does not decide to convey the aliquot part of the land the Promoter will convey the entire project or Federation of more than one Societies of the project. The decision of the Promoter whether to convey aliquot part or not is final and binding on the Purchaser/s.



20. Commencing a week after notice in writing given by the Promoter to the Purchaser/s that the said Office /tenement is ready for occupation or before taking the possession of the Office whichever is earlier the Purchaser/s will be liable to pay and pay regularly to the Promoter (a) the proportionate share of the Purchaser/s of the Municipal Assessment of the property, all rates and taxes whether any of the tenements of the building shall have been actually assessed or not or even if the assessment may not have been finally determined; (b) the share of the Purchaser/s in all other dues, duties, impositions, outgoings, and burden of any nature at any time hereafter assessed or imposed upon the said property and building or upon the owners or occupiers thereof by any authority including Municipality, Government Revenue Authority in respect of the entire buildings or the user thereof and payable either by the Owners or occupiers and (c) the proportionate share of all other outgoings in respect of the said Office or building including other taxes insurances, common lights, sanitation, additions, and alternations, oil paintings, colour washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipality, salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers etc. and (d) all other expenses necessary and incidental to the said entire building including the said management and maintenance; until the Society is formed and the said land and buildings transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser/s shall within seven days of posting intimation as aforesaid, deposit and keep deposited with the Promoter a sum of Rs. 10,000/- [Rupees Ten Thousand only] without interest as security

For KAVITA TRANSPORT CO.

X Kavita Morbia
Proprietor

deposit for payment by the Purchaser/s his share of aforesaid outgoings and payments. The Purchaser/s hereby further unequivocally agrees with the Promoter that until the Purchaser/s shall from the date of the said intimation regularly pay to the Promoter on the 5th day of every month provisional monthly contribution of Rs. 3960.00 [Rupees Three Thousand Nine hundred & ^{sixty} only] towards and on account of the Purchaser/s in its share of the aforesaid outgoings and payments every month in advance to the Promoter. The Promoter shall be at liberty without being bound so to do to appropriate from the said deposit money if any, the due by the Purchaser/s for its aforesaid share of liability.

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21. The Purchaser/s shall on or before delivery of possession of the said premises deposited with the Promoter the following amounts: -



- i] Rs. 1,000.00 being agreed legal charges and expenses
- ii] Rs. 361.00 for share money application entrance fee of the Society or Limited Company;
- iii] Rs. 1,000.00 for formation and registration of the society or Limited Company;
- iv] Rs. for Water and electricity charges
- v] Rs. for Development charges.
- vi] Rs. consultancy fee for finalization of ratable value and assessment to municipal taxes for the said premises.
- vii] Such amount as may be determined towards share of the Purchaser towards contribution to the Sinking Fund (not exceeding Rs.20/- per sq. ft.) and the deposit.
- viii] Rs. for statutory and other charges/deposits including for electricity, water, municipal taxes, LUC taxes and other taxes, duties, levies, cess or fees.

22. The Promoter shall utilize the sum of Rs. 1,000.00 paid by the Purchaser/s to the Promoter for meeting all legal costs, charges and expense, including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, preparing its rules, regulations and bye-laws and the costs of preparing and engrossing this Agreement and the Conveyance.

23. The Purchaser/s shall pay Rs. 1000.00 [Rupees One Thousand only] for preparation of all other documents formation and registration of the Society including professional costs of lawyers for transfer of the said property to the said Co-operative Society (such costs

For KAVITA TRANSPORT CO,

X Kavita Morbia
Proprietor

of transfer to be borne and paid wholly by the Purchaser/s and other acquires of flats/tenements in equal shares) but exclusive of all out of pocket expenses like stamp duty, registration charges etc. which also shall be borne and paid wholly by the Purchaser/s and other acquires of Office on intimation by the Promoter by depositing with the Promoter their respective share as may be informed by the Promoter.

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24. At the time of taking possession the Purchaser/s shall pay to the Promoter the Purchaser/s' share of stamp duty and registration charges payable if any by the said society on the Conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Company.

25. In the event of any of the portion of the said land being notified for set back, the Promoter alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the set back land.



26. Hereinafter if any charges are levied by or payment required to be made to any Government Authorities or Local bodies either on the land or buildings or otherwise the Purchaser/s on being called upon to do so by the Promoter, shall pay to the Promoter its share thereof at or before or after taking possession of the said Office tenement as may be required or demanded by the Promoter.

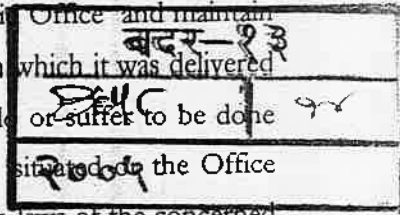
27. The Purchaser/s or himself/themselves with intention to bring all persons into whomsoever hand the Office may come, doth hereby covenant with the Promoter as follows :

- a] To maintain the Office at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the Office is taken and shall not do or suffered to be done anything in or to the building in which the Office is situated, its staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/after or make addition in or to the building in which the Office is situated and in the Office itself or any part thereof; not to store in the Office any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage, the construction or structure of the building in which the Office is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase common passage or any other structure of the building in which the

For KAVITA TRANSPORT CO,
Kavita Morbia
Proprietor

Office is situated including entrance of the building in which the Office is situated or the Office on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

- b) To carry at his own cost all internal repairs to the said Office and maintain the Office in the same conditions, state and other in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything or in the building in which the Office is situated or the Office which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- c) Not to demolish or cause to be demolished the Office or any part thereof nor at any time make or cause to be made any addition or alteration whatsoever nature in or to the Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Office is situated and shall keep, the portion sewers, drains, pipes in the Office and appurtenance thereof in good tenantable repair and condition, and in particular so as to support shelter and protect the other part of the buildings in which the Office is situated and shall not chisel or in any other manner damage to columns, beam walls, slabs or RCC part or other structure in the Office without prior written permission of the Promoter and/or the Society or the Limited Company; not to do or permit to be done any act of thing which may render void or voidable any insurance of the said land and the building in which the Office is situated or any part thereof or whereby any increase premium shall become payable, in respect of the insurance.
- d) Not to throw dirt, rubbish, range, garbage or other refuse or permit the same to be thrown from the said Office in the compound or any portion of the said land the building in which the Office is situated;
- e) Pay to the Promoter regularly whether demanded by the Promoter or not his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Office is situated;
- f) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other Public authority including on account of



For KAVITA TRANSPORT CO.

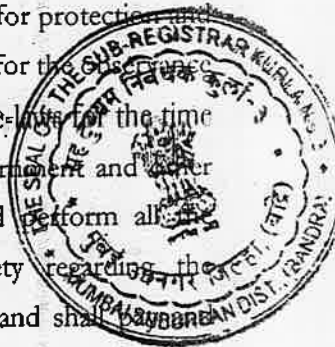
X Kavita Morbia
Proprietor

change of user of the Office by the Purchaser/s viz. user for any purposes other than for residential purpose;

g) The Purchaser/s shall not let, sub-let, transfer assign or part with its interest or benefit factor of this Agreement or part with the possession of the Office until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoter;

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h) The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the addition, alteration or amendment thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other Public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupations and the use of the Office in the building and shall contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;



i) In the event of the possession of the Office being given before conveyance of building in which Office is situated is executed, the Purchaser/s shall till such conveyance executed permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the State and conditions thereof;

ii) The Purchaser/s shall not close verandah or balconies without the sanction and permission of the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said Office .

28. The Purchaser/s agrees to sign and deliver to the Promoter before or after taking possession of the Office all writings, papers, documents, applications etc. as may be necessary or required by the Promoter to put the intention of the parties as reflected herein into complete effect.

29. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in Law of the said Office or of the said Plot and Building or any part thereof in favour of the Purchaser/s and Purchaser/s shall have no claim save and except in respect of the Office hereby agreed to be sold to him and the entire property including all open spaces, parking spaces, lobbies, staircase,

For KAVITA TRANSPORT CO.

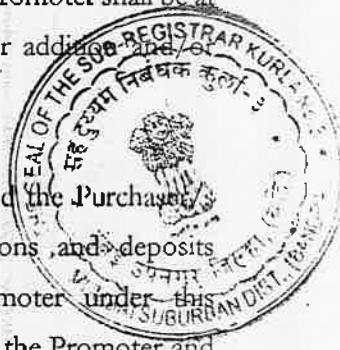
X Kavita Morbia
Proprietor

14.

recreation spaces, walls, compound wall, lifts terrace including the right over walls hoarding etc. will remain the property of the Promoter deems fit until the entire property including land and building or buildings is transferred to the Society as herein mentioned.

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30. During the course of construction the Purchaser/s may instruct the Promoter to make any addition or alteration including any extra amenities provided the same does not involve any structural change and is permitted by the Municipal Corporation of Greater Bombay and the extra cost thereof is paid advance by the Purchaser/s to the Promoter upon the Promoter agreeing to provide the same. The Promoter shall be at liberty to refuse to provide such or any extra amenities and/or additional alteration.



31. Irrespective of disputes, if any, arising between the Promoter and the Purchaser and/or the said co-operative Society all amounts, contributions and deposits including amounts payable by the Purchaser/s to the Promoter under this Agreement shall always be paid punctually by the Purchaser/s to the Promoter and shall not be withheld by the Purchaser/s for any reasons whatsoever.

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

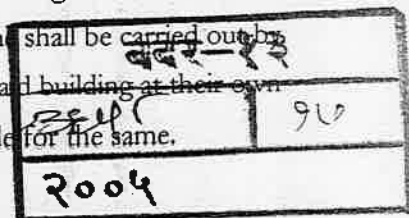
33. The Purchaser/s shall present this Agreement as well as the conveyance at the proper registration office of registration within the time prescribed by the Registration Act and the Promoter will attend such office and admit executive thereof.

34. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s at his/her address specified below:-

B-12/B, Kailas Plaza,
Vallabh Bang Lane,
Ghatkopar [E.]
Mumbai 400 075.

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For KAVITA TRANSPORT CO.
X Kavita Morbia
Proprietor

5. After possession of the said Office is handed over to the Purchaser/s if any additions or alternation in or about or relating to the said building and/or Office are required to be carried out by any statutory authority, the same shall be carried out by the Purchaser/s and the other acquirers of the flats in the said building at their own costs and the Promoter will not in any manner be responsible for the same.



6. So long or if it does not in any way effect or prejudice the right herein granted in favour of the Purchaser/s in respect of the premises agreed to be purchased by the Purchaser/s, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the said property or in the said building to be constructed by the Promoter.

7. Under no circumstances, the possession of the tenement shall be given to the Purchaser/s unless and until all payments required to be made under this Agreement by the Purchaser/s has been made by it.



8. The Purchaser/s shall not be entitled to claim partition of its share in the said property and/or the said Building and the same shall always remain undivided and impartible.

9. In the event of the Society being formed and registered before the construction and/or sale and/or disposal by the Promoter of all the Flats/Shops/Garages/Parking Spaces in the said buildings as aforesaid, the Powers and authority of the Society so formed of the Purchaser/s and other Purchasers of basement/shops shall be, subject to the over all control of the Promoter on all or any of the matters, concerning the said buildings, the construction and completion thereof and all amenities appertaining to the same but without prejudice to the generality of the foregoing, the Promoter shall have absolute authority and control as regards the FSI available further construction, incomplete construction unsold portion of such building incomplete flats, shop, garages and parking spaces and the disposal thereof and such society shall not have any such right or authority.

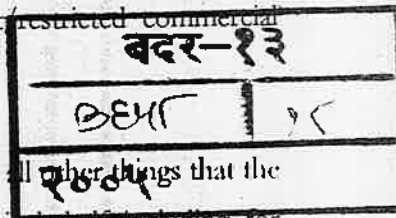
10. The transfer deed and all documents shall be prepared by Messrs Purnanand & Co., Advocates of the Promoter and shall contain covenants and conditions including these contained this Agreement and the Agreement with the Original owner with such modification alterations, and additions therein as the Promoter may deem fit and proper and other clauses which they think necessary and desirable.

For KAVITA TRANSPORT CO.

X Kavita Motia
Proprietor

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1. Until such time the transfer is executed as aforesaid, the Purchaser/s agrees to abide by all the rules and regulations framed or to be formed by the Promoter at any time and from time to time and at all times and generally to do all and every reasonable act that the Promoter may call upon the Purchaser/s to do in the interest of the said property and the holders of other flats/shops/basement/restricted commercial premises garages spaces.



2. The Purchaser/s shall sign all papers and documents and do all other things that the Promoter may require it to do from time to time in this behalf including safeguarding the interest of the Promoter and holders flats/shops/garages/parking spaces etc. in the building in the said property.

3. Garages taken by the Purchaser/s and/or open parking space after conveyance shall only be used by the Purchaser/s or its agent and shall not park and/or wash its car outside its garage or car parking space allotted to it. Purchaser/s shall also take care that it or its guests do not park the cars in the compound or drive way of the said building except for the purpose of entering into or alighting from the car.



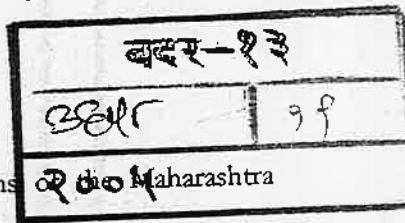
4. It is agreed by the Purchaser/s purchasing the shop, office or restricted commercial premises that he/she/they will not fix AC at any other place except at the space provided in windows and also shall not fix any name board or display any advertisement on the top of the entrance of shop or in front of shop. The Promoter agrees to provide name plate or board at the top and front of every shop so in front of shop. The Promoter agree to provide name plate or board at the top and front of every shop so as to elevate front portions in harmony or identical manner.

5. All costs, charges and expenses in connection with the formation of the Co-operative Society as well as the costs, charges and expenses of preparing engrossing, stamping and registering this and all other Agreements Covenants deeds, or any other documents required to be executed by the Promoter and/or the Purchaser/s, all costs, out of pocket expenses charges and expenses arising out of or under these presents as well as the entire professionals costs of the Advocates or solicitors for the owner and Promoter including preparing and approving all such documents shall be borne and paid by the Purchaser/s or by the Society or proportionately by all the Purchaser/s in the said building including the Purchaser/s, the Promoter shall not contribute anything towards such expenses. The proportionate such share of the costs, charges and expenses payable by the owners and Promoter shall be paid by the Purchaser/ss immediately on demand.

For KAVITA TRANSPORT CO.

X Kavita Morbia
Proprietor

6. The Purchaser/s shall pay brokerage to M/s. _____ at the rate of two per cent on the total purchase price of the said flat/ shop/garage/parking space on the execution of this Agreement.



7. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah.Act No.XV of 1971).

8. The Purchaser/s shall pay requisite Stamp Duty on this Agreement at the time of execution and thereafter at his/her/their own cost shall lodge the same before the Sub-Registrar of Assurance and shall intimate the promoter for the details of Registration to enable the promoter to admit execution thereof. In case of failure by purchaser the promoter shall not be liable for consequences thereof.



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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land or ground being O.P. No.324 (Pt.) and now bearing F.P. No.355 of T.P.S. III Ghatkopar 1st Variation (Final) lying or being in the Registration District and Sub-District of Bombay City and Bombay Suburban containing by admeasurement 8100 Sq. mts. Bearing C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z and bounded as follows :

- On or towards the East : by 90' D.P. Road
On or towards the West : by 50' T.P. Road now known Ramnarayan Narkar Road.
On or towards the North : by F.P. No.324 or T.P.S. III and;
On or towards the South : by Vallabh Baug Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO

- 1] the land on which the building is located.
- 2] the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapers and entrances and exists of the building ;
- 3] the gardens, parking areas and storage spaces if any;
- 4] the elevators, elevator rooms tanks, pumps, motors, fans, compressors common lights, and in general all apparatus and installations existing for common use;

KAVITA TRANSPORT CO.

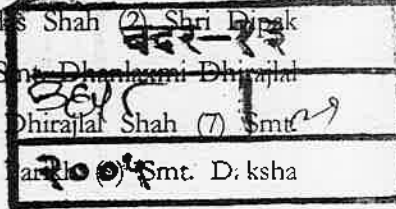
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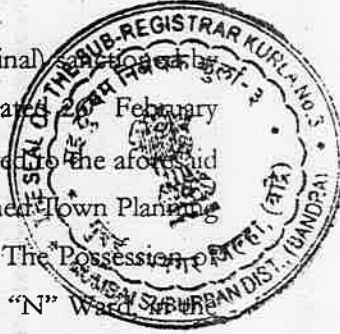
ANNEXURE "A"

KANTILAL UDERKAT & CO.
ADVOCATES & SOLICITORS.

Re: All that piece or parcel of land admeasuring 8100 sq.metres bearing Final Plot No.355 of T.P.S. III, Ghatkopar (East) (First Variation) (Final) bearing C.T.S. No.5736-B belonging to, (1) Smt. Jayalaxmi Narottamdas Shah (2) Shri Dipak Narottamdas Shah (3) Shri Dhirajlal Keshavlal Shah (4) Smt. Dhanlaxmi Dhirajlal Shah (5) Shri Chetan Dhirajlal Shah (6) Kum. Parul Dhirajlal Shah (7) Smt. Prabhavati Dhanvantrai Shah (8) Smt. Surekha Sandip Mahesh Shah and (10) Smt. Taralaxmi Savailal Shah.



As per the Town Planning Scheme, Ghatkopar No.III (1st Variation) (Final) the Government Resolution No. TPS/4382/1245/CI-533/ 83/UD-5 dated 26th February 1985 and its coming into effect from 1st May 1985 the above plot is allotted to the aforesaid persons in lieu of their original plot (O.P. No.323) and as per the sanctioned Town Planning Scheme records the area of the above plot is shown as 8100 sq.meters. The possession of the said plot is handed over by the Representative of the Ward Officer, "N" Ward in presence of City Survey Officers and the representative of the Executive Engineer, Town Planning (Development Plan) as recorded by the letter of Executive Engineer dated 8th July 1985 bearing No. CE/6868/DP/TPS.



The names of the above owners have been entered into as the Owners in the records of City Survey Office and the Property Register Card is issued in their name in pursuance of the aforesaid order of the Arbitrator, Town Planning on 29th October, 1987.

The Sanad, i.e. in the form of Tenure and Title Certificate dated 25th November, 1987, is also issued by the Deputy Director of Town Planning, Bombay Division, Bombay, under the Maharashtra Regional and Town Planning Act, 1956 certifying that the aforesaid owners the owners of the above lands.

In view of the aforesaid allotment by the Town Planning Authorities the title of the owners, in our opinion, in respect of the above property is marketable, free from all encumbrances and reasonable doubt.

The Owners of the above property had entered into the agreement with M/s. D.K. Patel & Co. dated 2nd September, 1974 for sale and development of the above Original Plot i.e. O.P. No.323, and after allotment of the aforesaid final Plot No.355 by the Town Planning

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Authorities the aforesaid agreement has been modified by an agreement dated 0th December, 1985.

By an order dated 8th February 1988 bearing No.C/ULC/SR-6 (1)/244/1 to 7 & XII/375 to 383/1042, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 have declared the land admeasuring 3414 sq. metres as excess vacant land and thus the Owners are permitted to retain the rest of the land i.e. 4686 sq.metres.

Dated this 23rd day of February, 1988.

For M/s. KANTILAL UNDERKAT & CO.

Sd/-

PROPRIETOR.





MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1986 Certificate of Tenure and Title

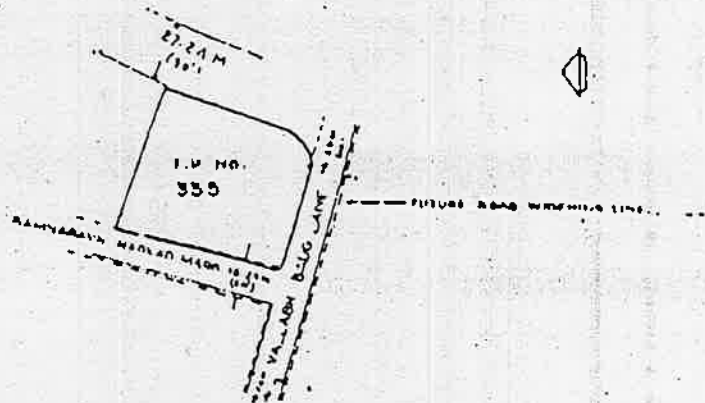
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Town Planning Scheme No. 111/112/113/114 Department, No. 28 dated the 28/11/2005 and published in page 28 of Maharashtra Government Gazette Division Supplement dated 28/11/2005

Plot No. 355 Area 15.25 sq. mtrs. (15.25 thousand sq. mtrs.) Reputed Owner Smt. B. S. ... Lease ... Period of lease ...

SKETCH OF FINAL PLOT No. 355 (Area 15.25 sq. mtrs.) Scale - 1:1000



- (1) Bounded on the North by ... South by ... East by ... and West by ...

(2) Tenure Title Rights Usabilities

(1) The plot shall be held subject to all the restrictions and conditions specified in the scheme Town Planning Scheme No. 111/112/113/114 and published in the Maharashtra Government Gazette dated the 28/11/2005 and published in page 28 of Maharashtra Government Gazette Division Supplement dated 28/11/2005.

(2) The certificate is granted under rule 26 of the Maharashtra Town Planning Schemes Rules, 1974, as prima facie proof of the tenure and title of the owner thereof, and shall be valid unless declared otherwise by a decree of a Civil Court within the period of limitation from the date hereof (section 11), by and under the hand and seal of the Deputy Director of Town Planning, Maharashtra State, Pune.

Deputy Director of Town Planning

ANNEXURE "E"

PLOT :

The land is freehold.

BUILDING :

The building shall be of R.C.C. frame with brick masonry walls.

WINDOWS :

Common toilets for ladies and gents with marble granite flooring and coloured glazed tiles and sanitary fittings with concealed plumbing shall be provided.

ELECTRIC :

The wiring will be concealed throughout the shop/office. The wire will be provided and one point of air-conditioner will be provided in shop/office. One fan point and two points for light will also be provided.

STAIRCASE :

The same shall be of R.C.C. one side of the staircase R.C.C. pardi will be provided with handrail on it, R.C. Pardi will be finished with cement plaster.

FLOORING :

Flooring in shop/office and passages will be of marble/granite.

COLOUR :

The building will have neeru finished plaster inside the building and Cement plaster and partly permanent finished work on outside. Inside plaster surfaces will be coloured with three coats of lime colour and outside plaster will be coloured with cement paints.

ROLLING SHUTTERS :

~~Rolling shutters to all shops with enamel paints will be provided.~~

GENERAL :

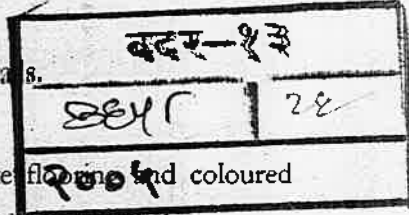
The compound will be paved from the entrance to the staircase with mass concrete. Under ground and overhead R.C.C. tanks with pumps and pump room as per Municipal rules will be provided.

LIFT :

One Lift will be provided in this building.

FIRE FIGHTING :

Fire fighting system will be provided as per Fire Laws.



For KAVITA TRANSPORT CO,
Kavita Morbia
Proprietor

VALID UP TO 9/4/92

Municipal Corporation Of Greater Bombay

COMMENCEMENT CERTIFICATE.

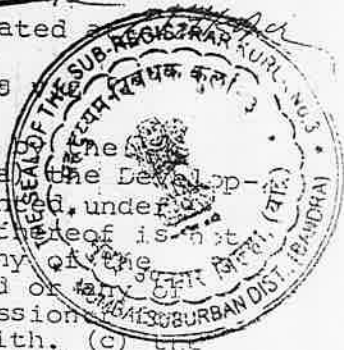
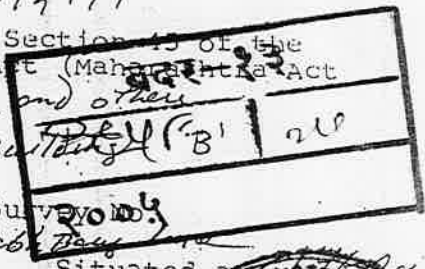
CE/5388BPES/AN OF 10/4/91

Permission is hereby granted under Section 43 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXVII of 1966) to M/s N. K. Shah and others

Applicant to the development work of Building (B) at premises at Street No. P.P. No. 355

Hissa No. T.P.S. III Of village Vellore

Situated on the following conditions Ghotkora (E)



1. This certificate is liable to be revoked of the Municipal Commissioner for Greater Bombay, 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 Bombay is contravened or not complied with. (c) the Municipal Commissioner for Greater Bombay 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 and Town Planning Act, 1966, the Municipal Commissioner has appointed Shri N. B. Rakhade Executive Engineer, to exercise his powers and sanctions of the Planning Authority under section 45 of the said Act.

2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.

3. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.

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

C.C. upto plinth level.

for and on behalf of the local Authority The Municipal Corporation Of Greater Bombay.

Executive Engineer, Building Proposals (Eastern Suburbs)

OR

Municipal Commissioner for Greater Bombay.

CE 5388

- 8 AUG 1992

C.C. for ground floor and part 1st fl.

Executive Engineer Bul.
(Eastern Subu
878

CE 5388 / EPES / A/N

18 JAN 1994

Full C.C.

खबर=१३	
४४८	२
२००४	

S.V. Thakker
18.1.94
Executive Engineer Building Proposal/
(Eastern Suburbs.)

TRUE COPY

S. V. Thakker
S. V. Thakker & Associates
Architects, Engineers & Valuers,
406/407, Chaveshvar Market,
M. G. Road, Ghatkopar (E),
Bombay-400 077.



AAC/N/No C/4/03-04.

From

Office of the
Asstt. Assessor & Collector,
'N' Ward Municipal Office Building,
Jawahar Road, Ghatkopar (E),
Mumbai 400 077.

Office of
Asstt. Assessor & Collector (N-Ward)
Extended 3rd Floor,
N-Ward Offices Building,
Jawahar Road, Ghatkopar (E),
Mumbai 400077.

To,

Kailash Plaza premises
Top Soc. Ltd.
20 Kailash Plaza.
1st floor Vallabh Baug Lane
Ghatkopar (E)
Mumbai - 400075.

3041	28
28 MAY 2003	

Sub : Issue of No Objection
Certificate in respect of property
bearing N Ward No.

Water Conn.No. _____



Sir/Madam,

Ref : Your letter No. _____

Dated 3/4/03

This is to inform you that property taxes upto the
period 31/3/03 and water charges upto the period
_____ are paid in respect of above referred
to property/properties.

No Objection Certificate is valid upto 31/3/03.

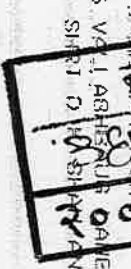
Yours faithfully,

[Signature]
Asstt. Assessor & Collector/N-Ward.

मुंबई नगरपालिका
 नगरपालिका नगरपालिका
 नगरपालिका नगरपालिका
 नगरपालिका नगरपालिका

N-1099(41AA) PLOT NO 355 VALABHAIUR ONE KAILASH PLAZA SHOPPING COMPLEX
 WITH OFFICE & BANK
 SHEET D

प्लॉट नं. 1	प्लॉट नं. 2	प्लॉट नं. 3	प्लॉट नं. 4	प्लॉट नं. 5	प्लॉट नं. 6	प्लॉट नं. 7	प्लॉट नं. 8	प्लॉट नं. 9	प्लॉट नं. 10
N-03-0987-77-2	2004-2005	0	0	0	0	0	0	0	0



203852

N 030987772 01/10/2004-31/03/2005 N-1099(41AA)
 (प्लॉट नं. 355)
 M/S D K PATEL & CO
 KAILASH PLAZA PREMISES
 CO. OP. SOC. LTD
 VALABHAI BAUG LANE
 GHATKOPAR (E)
 MUMBAI 400077

प्लॉट नं. 1	प्लॉट नं. 2	प्लॉट नं. 3	प्लॉट नं. 4	प्लॉट नं. 5	प्लॉट नं. 6	प्लॉट नं. 7	प्लॉट नं. 8	प्लॉट नं. 9	प्लॉट नं. 10
01/10/2004-31/03/2005	2859645	0	0	0	0	0	0	0	2859645

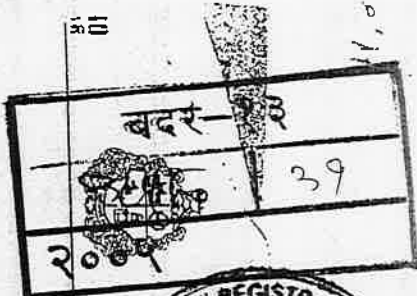
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30-008	0	0	0	0	0	0	0	0	0
428947	0	258NR	0	15.008NR	0	171579	0	128NR	0
	0	357456	0	214473	0	171579	0	171579	0

प्लॉट नं. 1	प्लॉट नं. 2	प्लॉट नं. 3	प्लॉट नं. 4	प्लॉट नं. 5	प्लॉट नं. 6	प्लॉट नं. 7	प्लॉट नं. 8	प्लॉट नं. 9	प्लॉट नं. 10
01/04/1988	1608551	प्लॉट नं. 1	प्लॉट नं. 2	प्लॉट नं. 3	प्लॉट नं. 4	प्लॉट नं. 5	प्लॉट नं. 6	प्लॉट नं. 7	प्लॉट नं. 8
		प्लॉट नं. 1	प्लॉट नं. 2	प्लॉट नं. 3	प्लॉट नं. 4	प्लॉट नं. 5	प्लॉट नं. 6	प्लॉट नं. 7	प्लॉट नं. 8
		प्लॉट नं. 1	प्लॉट नं. 2	प्लॉट नं. 3	प्लॉट नं. 4	प्लॉट नं. 5	प्लॉट नं. 6	प्लॉट नं. 7	प्लॉट नं. 8

N WARD, OPP RLY STN JAWAHAR RD
 GHATKOPAR (EAST) MUMBAI 400077.

प्लॉट नं. 1
 प्लॉट नं. 2
 प्लॉट नं. 3
 प्लॉट नं. 4
 प्लॉट नं. 5
 प्लॉट नं. 6
 प्लॉट नं. 7
 प्लॉट नं. 8
 प्लॉट नं. 9
 प्लॉट नं. 10





BRIHANMUMBAI MAHANAGARPALIKA
N WARD

RECEIPT NO.:

Assessor and Collector

Bill Period : 200420

Receipt Number : N/ANC/04/C06758

SAC No : 030987772

Name : M/S D K PATIL & CO

Address : KAILASH PLAZA PREMISES
CO OP SOC LTD

VALLABH BAUG LANE GHATKOPAR(E) MUMBAI 400077

Window Ref. No. : M2/00018

Date : January 14, 2005

Total Tax: Rs. 1208551.00
Warrant Fee: Rs. 0.00
Government Penalty: Rs. 0.00

Notice Dues: Rs. 50.00
Municipal Penalty: Rs. 0.00
Total Amount Due: Rs. 1208601.00
Amount Paid: Rs. 200000.00PP
Amount Balance: Rs. 1008601.00

In Words : RUPEES TWO LAC ONLY

Bank : ICICI Cheque no. 278168 Date: 2005 January 12.

Cheque Amount : Rs. 200000.00

For Office Use
2/159/14/1/2005/11:20:57 AM

Received By
Cash Receiving Clerk

Remark1
Remark2

3015 32
2004



BRIHANMUMBAI MAHANAGARPALIKA IN WARD

RECEIPT NO.: 0030586

Assessor and Collector

Bill Period : 200420
Receipt Number : N/ANCI/04/005443

Window Ref. No. : N/2/00078
Date : December 13, 2004

SAC No : 030987772
Name : M/S D K PATEL & CO
Address : KAILASH PLAZA PREMISES
CO OP SOC LTD

VALLABH BAUG LANE GHAIKOPAR(E) MUMBAI 400077

Total Tax:	Rs. 1608551.00	Notice Dues:	Rs. 50.00
Warrant Fee:	Rs. 0.00	Municipal Penalty:	Rs. 0.00
Government Penalty:	Rs. 0.00	Total Amount Due:	Rs. 1608601.00
		Amount Paid:	Rs. 400000.00
		Amount Balance:	Rs. 1208601.00

In Words : RUPEES FOUR LAC ONLY
Bank : ICICI Cheque no. 2781911 Date : 2004
December 06, Cheque Amount : Rs. 400000.00

Received By
Cash Receiving Clerk

For Office Use
2/15/13/12/2004/1:21:25 PM
Remark1
Remark2



श्री. योगेश जी. दवे.

23 JAN 2003

शामकून, खोस्ताणी लेन, घाटकोपर (प.)

बचताना क्रं. 32509, घाटकोपर.

क्रमांक 27112

दिनांक

D. K. Patel & Co

श्री/श्री/श्रीमती

मदी

4/11

दस्ता क्रमांक 104 (10003)

27 JAN 2003-13	
3817	133
2004	

S. P. Sonawane
Officer



बचतानाधारक मुद्रांक विवेक
SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, we M/s. D.K.PATEL &

COMPANY having place of business at 23, Kallias Nagar, M. G. Road, Ghatkopar

(East), Mumbai - 400 077, SEND GREETINGS:

WHEREAS:

- a) We are the Promoters of the buildings "Kallias Towers" and "Kallias Plaza" constructed on Final Plot No. 355, Vallabh Baug Lane, Ghatkopar (East), more particularly described in the Schedule hereunder written and hereinafter referred to as the 'said property';

बदर - ३
दस्तावेज क्रमांक १०५८
२

b) We as Developers of the said property are required to execute Agreements for Allotment of such Units and/or premises constructed on the said property in favour of the prospective Buyers/Purchasers;



c) The said Agreements are required to be registered and the execution whereof is required to be admitted before the Sub-Registrar. As due to our preoccupations, we are unable to attend the office of the Sub-Registrar

and are therefore desirous of appointing Mr. Bajarang T. Kadam and Mr. Deepak M. Patel to act jointly and/or severally as our true and lawful attorney to admit the execution whereof as hereafter appearing

बदर-१३
३०
२००४

AND KNOW YE AND THESE PRESENTS WITNESSETH AS UNDER



We M/s. D. K. Patel & Company, do hereby nominate, constitute and appoint Mr. Bajarang T. Kadam and Mr. Deepak M. Patel whose signatures are set out herein below, as our true and lawful attorney to do on our behalf all or any of the following acts, deeds matters and things, that is to say;

1. To admit the execution of the Agreements for Sale of Units and other premises in the said buildings being constructed on the said property, more particularly described in the Schedule hereunder written, which may be executed by us.
2. To represent us before the Sub-Registrar and do such acts, deeds, matters and things for getting such Agreements for Allotment of Units/ premises registered.

बदर -- ३
दस्ता न.मांक (१५८-१०३)
५

3. And generally to do such further acts, deeds, matters and things as may be necessary or required for admitting the execution of the said Agreements for Sale and getting the same registered.

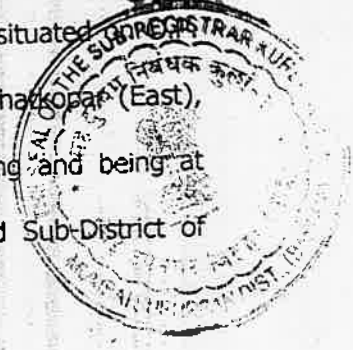
4. And we do hereby agree to confirm and ratify all and whatsoever our said Attorney shall lawfully do by virtue of this presents.

बदर-१३
३५
२००५

IN WITNESS WHEREOF we M/s. D. K. Patel & Company have subscribed our hands and seals hereto this 30th day of January, 2005

THE SCHEDULE HEREINABOVE REFERRED TO:

The buildings known as "Kailas Plaza" and "Kailas Tower" situated No. 324(p) and now bearing Final Plot No. 355 of T.P.S. III, Ghatkopar (East), (First Variation) (Final) bearing [redacted] situate, lying and being at Vallabh Baug Lane, Ghatkopar in the Registration District and Sub-District of Bombay City and Bombay Suburban and bounded as follows;



- On or towards East : By 90' D.P.Road;
- On or towards West : By 50' T.P. Road known as Ram Narain Narkar Road;
- On or towards North : By Final Plot No. 324 of T.P.S. III and;
- On or towards South : By Vallabh Baug lane
By Vallabh Baug lane.

तय - ३
दास नमो 104
८

SIGNED AND DELIVERED by the)
withinnamed M/s. D. K. PATEL &
COMPANY in the presence of.....)

For D. K. Patel & Co
Im Patel
Partner



Pradyan

BK Kadam
MR. BAJRANG T. KADAM

Deepak
MR. DEEPAK M. PATEL



पद-२३
८८१ | ३८
२००४



दुय्यम निबंधकः

कुर्ली-१ (कुर्ली)

दस्त गोषवारा भाग-१

बदर ३

दस्त क्र 758/2003

५/६

क्र: 758/2003

कनर: मुखत्यारनामा

अंगठ्याचा दस्त

सकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

सी.के.पटेल बंदरपाकिस्तान च भागिदार
सी.के.पटेल सी.के.पटेल शेष्ठक

लिहून देणार

वय 40

सही

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सी.के.पटेल बंदरपाकिस्तान च भागिदार
सी.के.पटेल सी.के.पटेल शेष्ठक

लिहून देणार

वय 48

सही

[Handwritten signature]



उपलब्ध नाही



बदर-१३
३६५ | ३०
२००५



१६

दस्त क्र. [वदर3-758-2003] चा गोषवारा
जागर मूला : 1 मीवदला 0 भरलेले मुद्रांक शुल्क : 100

पावती क्र.: 759 दिनांक: 30/01/2003

पावतीचे वर्णन

नांव: मे/- डी. के. कृष्ण वदरगावजंता गे भागि...
किशोर डी. पटेल डी. के. पटेल अण्ड क.

दस्ता हजर केलाचा दिनांक : 30/01/2003 05:59 PM

निष्पादनाचा दिनांक : 30/01/2003

दस्ता हजर करणाऱ्याची सही :

[Handwritten signature]

100 : नोंदणी फी

120 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)).

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

दस्ताचा प्रकार : 48) मुख्यधारनामा

शिकवना क्र. 1 ची वेळ : (सादरीकरण) 30/01/2003 05:59 PM

शिकवना क्र. 2 ची वेळ : (पी) 30/01/2003 06:01 PM

220: एकूण

आळख :
खासाली इराम असे नियंतीत करतात की, ते दस्ताऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
या त्यांची आळख पटवितात.

1) मिलेश- जोशी, घर/फ्लॅट नं: 1 व 2

गल्ली/रस्ता :
ईगारतीचे नाव: रिद्धी सिद्धी

ईमारत नं: -
पेट/वसाहत: -

शहर/गाव: घाटकोपर पूर्व

तालुका: कुर्ला

पिन: 77

2) अंजली- दिगणकर, घर/फ्लॅट नं: ब्लॉक नं बी-6

गल्ली/रस्ता:
ईगारतीचे नाव: रुक्मिणी संदेश को ऑप हाऊ सोसा.

ईमारत नं:
पेट/वसाहत:

शहर/गाव: गांधुम प

तालुका: कुर्ला

पिन: 78

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वदर क्र. 300
पावती क्रमांक 747
दिनांक 30/1/03 अन्वये टांकव्य पटीत मना केळी

वद. दुष्यम निबंधक, कुर्ला-1
मुंबई उपनगर जिल्हा:

30/1/03

[Handwritten signature]
दु. निबंधकाची सही, कुर्ला 1 (कुर्ला)

वधानित करचेत घेते की, या दस्तामध्ये
पुस्तक... (६) पाने आहेत.

वद. दुष्यम निबंधक, कुर्ला-1

मुंबई उपनगर जिल्हा
वदर-300/1/2003

पुस्तक क्रमांक

नोवला.

दिनांक

वद. दुष्यम निबंधक, कुर्ला-1
मुंबई उपनगर जिल्हा:



5/2005
5:14 am

दुय्यम निबंधक:
सह दु.नि.का-कुर्ला 3

दस्त गोषवारा भाग-1

वदर13

दस्त क्र 3658/2005

[Signature]

क्रमांक : 3658/2005

काचा प्रकार : करारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नाम: मे/ कविता ट्रान्सपोर्ट कंपनीचे प्रांरा कविता किशोर
गोरबीया - -
पत्ता: घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: बी 12/13, डी बी लेन कैलास प्लाझा
वाटकोपर पु
ईमारत नं: -
पेठ/पसाहत:

लिहून घेणार

वय 46

सही *Kavita Markja*



नाम: मे/ डी के पटेल अँड कंपनी चे भागीदार किशोर
डी. पटेल यांच्या तर्फे मुखत्यार म्हणून दिपक एम. पटेल
AABPP 0433 B - -
पत्ता: घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: 23, कैलास नगर, एम. ज

लिहून देणार

वय 29

सही *Dipak Patel*



एवज करुन देणार तश्कथीत [करारनामा] दस्तएवज करुन दिल्याचे कबूल करतात.

1 OF 1

००

दस्त क्र. [वदर13-3658-2005] चा गोषवारा
जारी मुख्य :2849230 मोबदला 3024000 भरलेले मुद्रांक शुल्क : 151200

पावती क्र.:3681 दिनांक:03/05/2005
पावतीचे वर्णन
नाव: मे/ कविता ट्रान्सपोर्ट कंपनीचे प्रॉप्रा कविता
किशोर मोरबीया - -

दस्त हजर केल्याचा दिनांक :03/05/2005 11:41 AM
घ्यादनाचा दिनांक : 03/05/2005
दस्त हजर करणा-याची सही :

30000 :नोंदणी फी
800 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13)
एकत्रित फी

30800: एकूण

Kavita morbiya

दस्ताचा प्रकार :25) करारनामा
शकका क्र. 1 ची वेळ : (सादरीकरण) 03/05/2005 11:41 AM
शकका क्र. 2 ची वेळ : (फी) 03/05/2005 11:44 AM
शकका क्र. 3 ची वेळ : (कबुली) 03/05/2005 11:45 AM
शकका क्र. 4 ची वेळ : (ओळख) 03/05/2005 11:45 AM

दस्त नोंद केल्याचा दिनांक : 03/05/2005 11:45 AM

दु. निबंधकाची सही, सह दु.नि.का-कुर्ला 3

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

एस. एन. दुतोंडे

1) गुलाबराय सोलंकी- - ,घर/प्लॉट नं: -

गल्ली/रस्ता: -
ईमारतीचे नाव: महावीर कुटीर गारोडीया नगर घाटकोपर पु मुं 77

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) किशोर मोरबीया- - ,घर/प्लॉट नं: घेणा-याप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

प्रमाणित करण्यात येते कि या दस्तामज्या
एकूण ~~३०८००~~ (००) पाने आहेत.
वदर-१३/ ३०५१ /२००५
पुस्तक क्रमांक ? क्रमांकवर
नोंदला
दिनांक

सह दुय्येने निबंधक कुर्ला-३
बुंदई उपनगर बिल्डिंग

एस. एन. दुतोंडे

दु. निबंधकाची सही
सह दु.नि.का-कुर्ला 3

एस. एन. दुतोंडे





04/05/2011

[Handwritten signature]

Chairman

Hon. Secretary

Treasurer

[Handwritten signature]

[Handwritten signature]

Mumbai this 28 day of February 2009

Given under the Common Seal of the said society at

subject to the Bye-laws of the said Society.

KAILAS PLAZA PREMISES CO-OPERATIVE SOCIETY LTD. Mumbai

each numbered from 406 to 410 both inclusive, in

is the Registered Holder of 5 fully paid up share of Rs. FIFTY

(PROPRIETOR - KAVITA MORABIA)

KAVITA TRANSPORT CO.

This is to certify that ~~SH/SMT/M/S~~

Registration No. Mum/W-N/GNL(O)/8323/2008-09/21/Year 2009 Date : 03-01-09

(Registered under the Maharashtra Co-operative Societies Act, 1960)

1-20B, Kailas Plaza, V. B. Lane, Chaitkopar (East), Mumbai - 400 075.

KAILAS PLAZA PREMISES CO-OPERATIVE SOCIETY LTD.

(AUTHORISED SHARE CAPITAL OF RS. 2 LAKS DIVIDED INTO 4000 SHARES OF RS. 50 EACH)

SHARE CERTIFICATE

Shop / Office No.: 306/07/08

Share Certificate No. 070 Member's Regn. No. 070 No. of Shares 5



09/03/2011

[Handwritten signature]

Treasurer
Hon. Secretary
Chairman

[Handwritten signature]

[Handwritten signature]

Mumbai this 28 day of February 20 09

subject to the Bye-laws of the said Society.

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