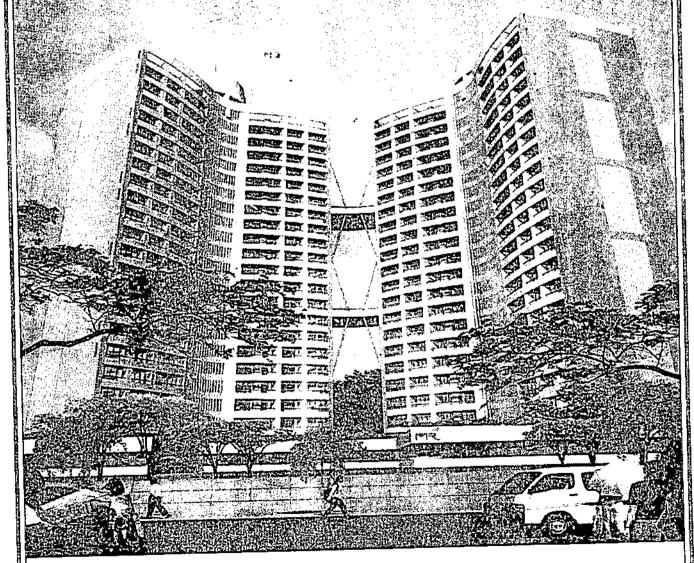
# Agreement For Sale

# M2 12.05

Shanti Kamal



A Project by Jyotindra Realtors Pvt. Ltd. SHANTI KAMAL CO-OP. HOUSING SOCIETY LTD. ٩ (Registered under the Maharashtra Co-operative Societies Act, 1960) Shanti Kamal CHSL, Opp. Voltas, Dr. B. A. Road, Chinchpokli (East), Mumbai - 400 012. Regn. No.: MUM/WE/HSG/TC/9005/2010-11 THIS IS TO CERTIFY THAT THE PERSON(S) NAMED IN THIS CERTIFICATE IS / ARE THE REGISTERED HOLDER(S) OF THE WITHIN-MENTIONED SHARE(S) BEARING THE DISTINCTIVE NUMBER(S) HEREIN SPECIFIED IN THE ABOVE SOCIETY SUBJECT TO THE BYE-LAWS OF THE SOCIETY AND THAT THE SHARES MENTIONED BELOW ARE FULLY PAID UP. A. SE, SHARES OF RUPEES 50/- EACH, FULLY PAID UP. 4 Member's Register No. 45 - Flat No. A-1205 Certificate No. 045Name(s) of Holder(s) MRS. ANITH RAJENDRA JAIN **,** ٩ TEN No. of Share(s) held... (In Bold Figures) (In Words) 450 Distinctive No.(s) From LP41 (Both inclusive) \_day of 1 5 JAN 2017 foros formy Given under the Common Seal of the Society this\_\_\_\_\_ Chairman Regd. No. MUM/WE/HSG Hon. Secretary TC/9005/1 2010-11 \_ Treasurer  $\phi$ 

MEMOI	RANDUM OF TH	E TRANSFER OF SHARE(S	) MENTIONED	
Date & Sr. No. of Transfer	Date of General Body / Managing Committee Meeting at which transfer was approved	To Whom Transferred	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor is Registered	Sr. No. In the Share Register at which the name of the Transferee is recorded.
1	2	3	4	5
,	Chairman	Hon. Secretary		M. C. Member
	Chairman	Hon. Secretary		M. C. Member
	Chairman	Hon. Secretary		M. C. Member
	Chairman	Hon. Secretary		M. C. Member
	Chairman	Hon, Secretary		M. C. Member
W 7	Chairman	Hon. Secretary		M. C. Member





3-C, 'DUTTAKRIPA', BAWALAWADI, DR. B. A. ROAD, CHINCHPOKALI, MUMBAI-400 012. TEL NO. 2370 4262, 2370 4042



RECEIVED WITH THANKS FROM Anita Rajendra Jain a sum of Rs. 30.24,000/(Rupees Thirty Lac Twenty four Thousand Only) against Flat No. 1205 - 'A' Wing in 'SHANTI-KAMAL' situated at Bawlawadi, Opp. Voltas House, Chinchpokli, as follow:-

Sr.	Date	Cheque	Drawn On	Branch	Amount
No,	1	No.			(Rs.)
1	31.10.2007	847584	HDFC BANK LIMITED	CRAWFORD MRKT	15,00,000.00
2	01.11.2007	847585	HDFC BANK LIMITED	CRAWFORD MRKT	5,00,000.00
3	03.11.2007	847586	HDFC BANK LIMITED	CRAWFORD MRKT	1,50,000.00
4	07.11.2007	847586	HDFC BANK LIMITED	CRAWFORD MRKT	8,50,000.00
5	10.12.2007	847590	HDFC BANK LIMITED	CRAWFORD MRKT	24,000.00
i	ī	<del>/</del>		TOTAL	30,24,000.00

Amount Received Till Date 30,24,000.00
Total amount Due NIL

Cheques are subject to realization

For Jyotindra Realtors Pvt. Ltd.

Date: 16.07,2008.

TIVE TO A PART OF THE PART OF

Director/ Authorised Signatory



# बृहन्मुंबई महानगरपालिका

# करनिर्धारण व संकलन खाते

### मालमत्ता करदेयक

बहुन्मंबई महानगरपालिका अधिनियम, 1888 मधील कलम 200 अन्वये बजावण्यात आलेले मालमत्ता कराचे देयक.

चेवा क्रमांक EX1806610120045	मालमत्ता करवर्ष 2021-2022	देयक क्रमांक 202110BlL15615851 202120BlL15615852	देयक दिनांक 01/08/2022
पक्षकाराचे माव व पत्ता : Anita Rajendra Ja FLAT- 1205, WING-A, SHANTI KAMAL LTD., DR. B.A. ROOD, CHINCHPOKLI 400012	CO-OP-HOUSING SOCIETY (E), DR.B.A.ROOD, MUMBAI,	प्रेपक - Assit. Assessor & Collector, E Ward, Shaikh Hafizuddin Marg, Byculla (We इमेल, aace.ac@mcgm.gov.in	Municipal Office Building, 10, st), Mumbai 400 008. दूरध्वनी क्र. 022 2309 9410
मालमचा क्रमांक,सदितका क्रमांक,इसा E 7657(1A)7657(1)(2)(3)-7661(1AAA)(1 781(PART)DR. B.A.RD.PLOT OF LAND PROMOTER SHRE E DATTAKRIPA C	B)(1BA)(1BC)(1CCC) (1F)7661(4) 8 MUNICIPAL CORPORATION OF	यावाचे ताव, मार्ग कः., मार्गाचे ताव, ठिकाण, मार 86E-AA-GF,68AA,64A-BC-CC-F-D C.S. GREAT ER BOMBAY W O ESTATES	. NO 779 (PART) AND
प्रथम करनिर्धारण दिनांकः 01/04/	1983 जलजोडणी क्रमांक:	् । एकूण भांडवली मूल्यः	₹ 4005870
एक्ण भांडवली मूल्यः ₹ Forty Lakhi Fi (अक्षरी)	ve Thousand Eight Hundred Se		
र्दि.31/03/2010 या तारखेपरांतची यकवाकी	₹ ΰ 柱.01/	04/2010 ते 31/03/2021 <mark>या तारखेप</mark> र्यंतर्ची य	क्बाकी ₹ 0

देशक कालावधी:	01/04/2021	चें	31/03/20	)22			
	i						(सर्व रक्कम रुपयांमध्ये)
कर	चे नाव	01/04/202	1 ते	30/09/2021	01/10/2021	त्ते	31/03/2022
सर्वसाधारण कर				2204			2204
जल कर	i	ļ		Ωį			Q
जल लाभ कर				1382			1382
मलनिःसारण कर	!			0			0
मलनिःसारण लाभ कर	1			861			861
म.न.पा. शिक्षण उपकर	!			801			801
राज्य शिक्षण उपकर				701			701
राजगार हमा उपकर		<u> </u>		<u> </u>			Ú
वृक्ष उपकर				40			40
पथ कर				1002			1002
एकूण देयक रङ्मम		·		6991			6991
महाराष्ट्र अध्यादेश क्र.१/२०	२२ नुसार देय सबलत			0	***************************************		C
कलम 152 अ नुसार दंडाची		Į.		0			C
परताव्यावरील व्याजाची व	सुली			0			C
आगाऊ अधिदानाचे समायो	जन	1	'	0	,_		C
भरावगाची निब्बळ रङ्गम				6991			6991
प्रतिदानाची निब्बळ रक्कम				0			C
अक्षरी रुपये		₹Six Thousand N	line Hundred i	linety One Only	₹Six Thousand Nine I	Hundred I	Vinety One Only
				•			
अंतिम देय दिनांक		<u> </u>	<del></del>	01/11/2022			01/11/2022

"To make payment through NEFT:

IFSC - SBIN0000300, Beneficiary A/C No:- MCGMPTEX1806610120045 , Name-BMC Property Tax. Please note, payment done through NEFT will be collected against oldest bills first. Cheque may be drawn in the name of BMC"

सहर इस्तोवत हा नागरिकांना करांना भरणा सुलभदेने करता गाना बासाठी मुंगनपा अधिनियमातील तरनुटींनुसार निर्परित करण्यात बाला असून सदर दस्तऐवज तुमची मालमचा अधिकृत असल्याचे सूचित करत नाही.

सामाजिक व परिस्थितीकीय लाभदायक योजनेअंतर्गत बटी-शर्वीची पूर्वता करणान्या पात्र मालमत्तीम मालमत्ता करातील सर्वसाधारण कर या घटकात 5% ते 15% सवलत अनुझेय आहे.

सदरने मालमत्ता कर देयक हे मुंबई महानगरपालिका अधिनियम , १८८८ मध्ये कलम १५४(१ व व) चा बंतमनि होण्या सापेक्ष जारी करण्यात येत बाहे.

(विश्वास पां. मोटे) करनिर्धारक व संकलक

User Category :- R

E & OE

# Shanti Kamal Co-Operative Housing Society Ltd.

Regn. No.: MUM/WE/HSG/TC/9005/2010-11

CS No. 771 (Part) and 781 (Part), Mazgoan Division, Bawal Wadi, Dr. Babasaheb Ambedkar Rd., Chinchpokli (E),Mumbai,400012

Premises No. : Maintenance Charges Bill : Shanti Kamal, A - Flat - 1205 Title Name : 01/10/2022 to 31/12/2022 : Anita Rajendra Jain Bill Period GSTIN of the reciplent : 27AAOAS8577M1ZB : NA **GSTIN of Supplier** 

Trans 1d : 4013

Bill of	Supply	
Bill No. : R-00415/2022-23	BIII Date : 24/12/2022	Due Date : 31/01/2023
Particulars		Amount (in Rs.)
Electricity Charges		4,219
Amount in Word: Four Thousand Two Hundred Nineteen Only.		Total Bill of Supply : 4,219

nvoice Date : SAC/HSN Code 2201	<del></del>	SST Amount	<del>                                     </del>	Due Date : 3 GST Amount	
Code	Rate	Amount	<del>                                     </del>		Total
		* 1	Rate	Amount	
?201	0%				
	1 0/01	C	0%	0	3,305
999599	9%	94	9%	94	1,235
999599.	9%	283	9%	283	3,705
999599	9%	27	9%	27	354
999599	9%	3	9%	3	35
999599		1.361	9%	1 361	17,842
					26,476
9:	99599 99599 99599	99599. 9% 99599 9% 99599 9% 99599 9%	99599 9% 283 99599 9% 27 99599 9% 3 99599 9% 1,361	99599. 9% 283 9% 99599 9% 27 9% 99599 9% 3 9% 99599 9% 1,361 9%	99599. 9% 283 9% 283 99599 9% 27 9% 27 99599 9% 3 9% 3 99599 9% 1,361 9% 1,361

ARREARS DETAILS (	<u> </u>		TOTAL PAYABLE
Principal Arrears	23,305	Total Bill Amount	30.695
Interest Arrears	0	Arrears	23,305
Total Arrears		Interest on Arrears 1	1,140
Amount in Word: Fifty Five Thousand	d One Hundred Forty Only.	<del>'</del>	Total Payable : 55,140

1] Pay by 31/01/2023, interest @ 21.0 % p.a. will be charged after due date.
2]Write Flat no. and wing behind cheque. Send NEFT or IMPS or Payment made directly into Bank Account details on Society e-mail id "shantikama!2010@gmail.com" to post the payment entry in your account.
3]Pay full amount on or before 15th January 2023 & avail rebate of Rs.500/4]A levy of Rs. 250/- will be charged for dishonoured cheque.
5]Submit email & Android Mobile no. to get App for your balance payments, notices & complaints.
6]The NEFT or Cheque can also be deposited in State Bank of India Account No:35760436247 IFSC Code: SBIN0017594

Society Bank Name : SVC Co-operative Bank Ltd

. Account No :104703010000015 IFSC :SVC80000047

https://acc-society123.s3.amazonaws.com/359/htmls/dec-2022/26659-GR-00366-2022-23-thQA6VGWXPf.html

1/2



भारतीय स्टेट बॅंक भारतीय स्टेट बॅंक STATE BANK OF INDIA

To,
The President/Secretary/Chairman,
Shanti Kamal,
Dr. Babasaheb Ambedkar Marg,
Chinchpokli, Mumbai- 400012.

Ref No: SME/BBR/SY/2022-23/

Dear Sir,

Date: 10/01/2023

Subject: Removal of Charge on Flat No.1205 owned by Mrs. Anita Rajendra Jain

Dear Sir,

M/s Padmavati Chains has availed credit facility from our bank and has kept the Property named "Residential Flat No 1205, 12<sup>th</sup> floor, wing-A, Shanti Kamal, Dr. Babasaheb Ambedkar Marg, Chinchpokli, Mumbai- 400012" as collateral and we has released the above mentioned property.

So Kindly Remove our SBI Charge on above mentioned flat.

Yours faithfully,

Relationship Manager,

τ



# BRIHANMUMBAI MUNICIPAL CORPORATION ASSESSMENT & COLLECTION DEPARTMENT

### Online NOC EX/NDC/10-01-2023/81422 Dt 10/01/2023

Subject:- No dues certificate dt. 10/01/2023 for SACNo EX1806610120045

Sir,

With reference to your request in respect of below mentioned property.

Prop A/C No. :-

EX1806610120045

Billing Name

Anita Rajendra Jain , FLAT-1205, WING-A, SHANTI KAMAL CO-OP-HOUSING

& Address :-

SOCIETY LTD., DR. B.A. ROOD, CHINCHPOKLI (E), DR.B.A.ROOD, MUMBAI-

400012

Assessee Name

MUNICIPAL CORPORATION OF GREAT ER BOMBAY W O ESTATES E, WARD THE

& Address :-

CHIEF PROMOTER SHRE'E DATTAKRIPA C.H.S.LTD., (PROP.)

E 7657(1A)7657(1)(2)(3)-7661(1AAA)(1B)(1BA)(1BC)(1CCC) (1F)7661(4) 86E-AA-GF,

It is hearby informed that, as per the office records there are no Property tax . Repair Cess tax dues against the property mentioned above upto 31.03.2023

The above No dues Certificate is subject to amendments on account of revisions in property or 31.03.2023 whichever is earlier. This certificate may be used as reference document only and is not valid for the use of any official or legal matters. Other departments are requested to confirm the facts with A & C Dept before proceeding further.

This is computer generated invoice no signature required.



# BRIHANMUMBAI MAHANAGAR PALIKA

UIN No.

Received with Thanks from :-

Assessment and Collection Dept.

FG

PG.Tm No.10011702023011000232

Anita Rajendra Jain

Date:

10/01/2023 18:47:37

Receipt No: 2023ACR04001840

Assessee's Name:

State Code

Billing Name:

MUNICIPAL CORPORATION OF GREATTER BOMBAY WO ESTATES EXT

Tax:

Property Account No EX1806510120045

WARD THE CHIEF PROMOTER SHRE E DATTAKRIPA C.H.S.LTD.,

GST No.

Place of Supply Registered

			j				
ßill No.	Bill Dt.	Amount	ND+W.Fee+M.Pnlty+G.Pnlty+ Dischg.F.+Unlawful+Adm.Chrg	Total Dues	Early Bird Discount	Net Payable	Cash/ Chq Amt.
202110BIL15615851	01/08/2022	6991	0+0+126+14+0+0+0	7131	0	7131	7131
202120BIL15615852	01/08/2022	6991	0+0+126+14+0+0+0	7131	0	7131	7131
20221(BIL1578238)	01/10/2022	6990	0+0+63+7+0+0+0	7060	Q	7060	7060
202220BIL15782381	01/10/2022	6990	0+0+63+7+0+0+0	7060	0	7060	7060

	<u> </u>		·	
Seg.No. Instrument type Date No. MICR No. Bank Status Amount	28382	·	28382	28382
and the state of t		v		
1/ e.Pov/ 19/01/2023/ 202301028313494/ / / 28382 Online Payment(CC)		·		~

Net Amount	CGST	SGST .	UGST	IGST	Gross Value
28382	0	0	0	0	28382

Twenty Eight Thousand Three Hundred Eighty Two Only Total In Words:

PAN No.

Advance Payment

HSN/SAC NO.: 999111

Created By :State Bank of India

Remark:

Full Payment

MCGM PAN NO.: AAALM0042L

Printed By :By Portal/Online

Type of Collection

MCGM GST NO.: 27AAALM0042L3Z4

Page 1 of 1

Printed On: 10/01/2023 18:47





## बहुनुंबई महानगरपालिका

### Municipal Corporation of Greater Mumbai

Assessment & Collection Department

Special Notice under Section nutt of the Mumbal Municipal Corporation Act, 1888

bearing No.EXC0075837 for the Assessment Year 2021-2022

Inward No.:EX/AC/2022-23/019036 Date 01/08/2022

Ward Address : Asstt. Assessor & Collector, E Ward, Municipal Office Building, 10, Shalkh Hafizuddin Marg, Byculla (West), Mumbal – 400 008.

,To,

Anita Rajendra Jain , FLAT-1205, WING-A, SHANTI KAMAL CO-OP-HOUSING SOCIETY LTD., DR. B.A. ROOD, CHINCHPOKLI (E), DR.B. A.ROOD, MUMBAI-400012

In exercise of the powers conferred by Section 154(1A) & 154(1B) of the Mumbai Municipal Corporation Act 1888, I hereby fix the Capital Value of the below mentioned premises at Rs. 40,05,870/- (Rupees :Forty Lakh Five Thousand Eight Hundred Seventy Only) with date of effect as shown in attached "Armexure A" and hereby give this Special Notice under Section 162(2) of the Mumbai Municipal Corporation Act, 1888.

Property Account No.

: EX1806610120045

**Property Address** 

E 7657(1A)7657(1)(2)(3)-7661(1AAA)(1B)(1BA)(1BC)(1CCC) (1F)7661(4) 88E-AA-GF,6BAA,6AA-BC-CC-F-D C.S. NO 779 (PART) AND 781(PART)OR, B.A.RD.PLOT OF LAND

: 010

Zone SubZone

: 0079

1—14人,是是一个人,我们是我们是我们是我们是我们是是我们的,我们是我们的,我们们是我们的,我们们是我们的,我们们就是我们的,我们们就是我们的,我们们就是我们

MUNICIPAL CORPORATION OF GREAT ER BOMBAY W O ESTATES E, WARD THE CHIEF PROMOTER SHRE E DATTAKRIPA C.H.S.LTD., (PROP.)

Complaints, if any, shall be made in the attached format by lodging and delivering at the office of the Assistant Assessor and Collector, only at the ward address mentioned above within 21 days from the date of receipt of this notice. As required by Section 163(2) of the Mumbai Municipal Corporation Act 1888, the complainant shall set forth briefly but fully the grounds on which the Capital Value is complained against in respect of "Carpet Area" and I or any other "Factor Values", alongwith the documentary evidences in support of the complaint. A blank row is provided below each unit in the "Annexure A" wherein the required changes be mentioned. Complaints which do not fulfill any of the above conditions will not be considered.

For details of the factors and categories of users of buildings or lands and weightage by multiplication to be assigned to, please visit our website: www.mcgm.gov.ln. For details of Zone, Subzone and base value, please refer the respective Stamp Duty Ready Reckoner as applicable on the date of assessment, published by the Inspector General of Registration and Controller of Stamps, Maharashtra State, Pune, prepared under Bombay Stamp (Determination of True Market Value of Property) Rules 1995, framed under the provisions of the Bombay Stamp Act 1958.

Encl: - "Annexure A"

Date of Issue : 01/08/2022

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# Jyotindra Realtors Pvt. Ltd.

Ground Floor, Dalta Kripa CHS, Bawlawadi, Dr. B. A. Road, Chlnchpokli, Mumbai - 400012.

Date: 5th May, 2014

Ē

To
State Bank of India,
SME Backbay Reclamation Branch,
Mittal Court,
'B' Wing, Ground Floor,
Nariman Point,
Mumbai - 400 021

Ref: Your letter SME/BBR/11688/2014-15/0065 dt.15/04/2014

Sub: Noting the lien of the bank of the mortgaged Flat No. A-1205, Shanti Kamal Building, Dr. B.A. Marg, Chinchpokli, Mumbai - 400 012

The said Property has been mortgaged to you as a collateral security against the certain credit facility provided to M/s. Padmavati Chains Pvt Ltd. We hereby note your lien on the said property. We shall not allow the transfer/sale of the said property to any third party without prior written consent from your Bank.

We agree and undertake that as and when the Society is formed, we shall handover all the writings/documents relating to the said property to the Society and your lien to be recorded in their records.

Thanking You,

- A

Yours faithfully,

For Adotindift Realtors Pvt. Ltd.

Admin Office: Om Shanti House, M. Pasta Lane, Dadar (E), Mumbai - 400 014. Tel.: 022 4058 1500.

جوق بدولته التسييسيس



DATE: 18 OCTOBER, 2023

TO, STATE BANK OF INDIA, SME BACKBAY RECAMATION NARIMAN POINT, MUMBAI - 400021

SUB: Issuing Original Property Documents for verification purpose (1205/A - SHANTI KAMAL)

Respected Sir/Mam,

As the afore said subject I am issuing the list of documents for verification purpose Documents List:

- 1. Agreement for Sale
- 2. Annexure E
- 3. Commencement Certificate
- 4. Power of Attorney
- 5. Share Certificate
- 6. No due certificate
- 7. Assessment Tax receipt
- 8. Maintenance Copy
- 9. Payment Receipt to Jyotindra Realtors PVT. LTD
- 10. Removal of Charge Letter of SBI

Thanking You,

Regards

For Padmavati Chains PVT LTD

Office: 254/258, Mansingka CHS, Ltd.;

4th Floor, Kalbadevi Road, Mumbai - 400 002. (India) Tel.: +91-22-2200 7220 / 2205 7220 +91-22-6183 7220 / 6183 2120

Factory: B319, Sussex Industrial Estate, Dk Cross Marg, Byculla, Mumbai - 400 027. (India) Tel.: +91-22-6657 5410 / 20

Branches: Mumbai, Chennai Hyderabad, Thrissur

E-mail: padmavatichainspl@gmail.com Website: www.padmavatichains.com

Wednesday, December 12, 2007

5:36:34 PM

गावाचे नाव



Original नोंदणी ३९ म. Regn. 39 M

पावती

पावती क्र.: 9288

2007

दिनांक 12/12/2007

दस्तऐवजाचा अनुक्रमांक

भाझगाव

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नावः अनिता राजु

नोंदणी फी

नक्कल (अ. 11(1)), पृष्टांकनाची भूष्कल (आ. 11(2)), रुजवात (अ. 12) व छाराह्मिक (अ. 13) -> एकत्रित फी (51)

एकूण

30000.00

1020.00

31020.00

V (११००००० दुय्यम् निवधक मुंबई शहर 2 (वरळी)

आपणास हा दस्त अंदाजे 5:51PM ह्या वेळेस मिळेल

मोबदलाः 3024000रु.

भरलेले मुद्रांक शुल्क: 188900 रु.

देयकाचा प्रकार :डीडी/धनाकर्याद्वारे; बॅकेचे नाव व पत्ताः एचडी एफ सी

बाजार मुल्य: 4125370 रु.

सह हुस्यम निवंदाङ

डीडी/धनाकर्ष क्रमांक: 065103; उपक्रमा 36000 रू.; दिनांक: 04/12/2007

at Mumbai on this made AGREEMENT <u> Pecember 2007.</u>

BETWEEN

M/s. JYOTINDRA REALTORS PRIVATE LIMITED, a Private Limited Company Registered under the Companies Act, 1956 through its Directors 1. Mr. Mohanlal Genmal Jain & 2. Mr. Dheerajkumar Champalal Jain having its registered office at 3-C, 'Shri Duttakripa', Gr. Floor, Bawlawadi, Opp. Voltas, Dr. Babasaheb Ambedkar Road, Chinchpokli, Mumbai - 400 012 hereinafter called "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof mean and include the Directors or Director for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators and their assigns) of the ONE PART;

AND Mr./Mrs./Messrs./Miss Anita residing / carrying on business 7th Navroji hill 8090 Darshan mumbai - 400009 Dongari x000 hereinafter referred to as the "PURCHASERS" (which expression shall unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of a partnership firm the partners constituting firm for the time being and the survivors or survivor of them and the preceditive heirs and legal representatives and in the case of the Trust its Trustees for the time being) of the assigns and in the case of the Trust its Trustees for the time being) of the OTHER PART;

WHEREAS:-

1. a) The heir/s and legal representative/stof acceased Mr. Abdullabha Fiddalli Attarwala, namely Frans. Fatebai Abdullabhai, 2.Sheta Mohamed Hussein Abdullabhai, 3. Sheth Taherbhai Abdullabhai 4. Sheth Akhtebhai Abdullabhai, 5. Sheth Naizbhai Abdullabhai 📆 Sheth Shabbirbhai Abdullabhai, 7. Sheth Abbasbhai Abdullabhai Smt. Abdullabhai, 9. Ashfaqbhai Abdullabhai & 10.Smt. Shaminabai Abdullabhai were the owner/8 of the land admeasuring 4376.16 Square Meters or thereabout bearing C.S. No. 779 (part), Mazgaon Division in the Registration District & Sub-District of Mumbai City & Mumbai Suburban at Dr. Ambedkar Road, Chinchpokli, Mumbai - 400 012.

b) Similarly, Sheth Damjibhai Laxmichand Jain Dharma Sthanal Trust were the owner/s of the land admeasuring 1868.39 square meters or thereabout bearing C.S. No. 781 (pt), Mazgaon Division in the Registration District & Sub-District of Mumbai Citycos Mumbai Suburban Dr. Ambedkar Road, Chinchpokli, Mumbai 400 012

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- 2. The Municipal Commissioner Greater Bombay vide his Letter No. MGL/7342 dated 14-01-1962 addressed to the Secretary R & F.D., Government of Maharashtra, submitted a proposal to acquire land admeasuring 8241 Square yards i.e. about 6883 square meters from land bearing C.S. Nos. 779 (part) & 781 (part), Mazgaon Division Chinchpokli, Mumbai 400 012 for Municipal Primary School, Maternity Home and Play Ground as per the provisions of the Land Acquisition Act, 1894.
- 3. The Improvement Committee approved the aforesaid acquisition proposal vide Resolution No. 506 dated 14-11-1961 and the Mumbai Municipal Corporation approved it vide Resolution No. 796 dated 4-12-1961.
- 4. The copy of the acquisition proposal was endorsed to the Collector Mumbai and after making preliminary enquiry into the case, he submitted his proposal vide Endorsement No. SB/SS-84/LAQ490 dated 16-06-1982 to the R.& F.D. Government of Maharashtra.
- 5. a) R. &F.D. Government of Maharashtra vide Notification No. LBO/4362/56286 (a) H dated 29-06-1962 notified area of about 3562 square yards of C.S. No. 779 (part) and 3007 square yards of 781 (part) for Municipal Primary School and Play Ground.
  - b) R. & F.D. Government of Maharashtra vide Notification No. LBO/4662/56286 (b) H dated 29-06-1962 notified area of about 1672 square yards of C.S. No. 779 (part) for Municipal Maternity Home.
- 6. The total area notified from C.S. No. 779 (part) was 4376.15 square meters (i.e. 5234 square yards) and from C.S. No. 781 (part) was 2514 square meters (i.e. 3007 square yards. However, according to Joint Measurement Plan and the are statement C.S. No. 779 (part) received from the Superintercent Bolifon C.S. No. 779 (part) received from the Superintercent Bolifon C.S. No. 779 (part) received from the Superintercent Bolifon C.S. No. 779 (part) received from the Superintercent Bolifon C.S. No. 779 (part) received from the Superintercent Bolifon C.S. No. 779 (part) worked out to 5233.78 Square meters as against the area of 4376.15 (quare meters as notified hereinabove. The differential area of 8775) square meters was thereafter proposed for acquisition vide proposed No. LAQ 493 dated 14-03-1980 under the N.R. T.P. Act, 1966 as for the reservation of the Development Plan. Accordingly, the land dimeasuring 877.63 square meters of C.S. No. 779 (part) received under Government U.D. & P.H.D. Notification No. TPB4380/1060 U.D.5 dated 22-10-1980. Further, an area of about 645.61 square meters was withdrawn from acquisition under Government R. & F.D.'s Memorandum No. LBO1879/33054(1778) A-2 dated 13-11-1981 leaving an area of 1868.39 square meters.

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- 7. On 7-12-1981, the Special Land Acquisition Officer handed over the land admeasuring 4376.16 square meters of C.S. No. 779 (part) and land admeasuring 1868.39 square meters of C.S. No. 781 (part) to the Mumbai Municipal Corporation as per the urgency clause applied by the State Government in their R. & F.D's. Notification No. LBO/1879/33054(1778)A-2 dated 13-11-1981.
- a) Vide Award dated 23-01-1986 the Special Land Acquisition Officer (1) acquired land admeasuring 4376.16 square meters of C.S. No. 779 (part) and land admeasuring 1868.39 square meters of C.S. No. 781 (part) along with the tenants of the structure/s thereon.
  - b) Vide Award dated 08-05-1986 the the Special Land Acquisition Officer (1) acquired land admeasuring 4376.16 square meters of C.S. No. 779 (part) and land admeasuring 1868.39 square meters of C.S. No. 781 (part) along with the tenants of the structure/s thereon.
- 9. The 93 tenants/occupants of the structures situate on the aforesaid land bearing C.S. No. 779 (part) & 781 (part) (hereinafter referred to as "the said property") formed themselves in a co-operative housing society in the name of Shree Dattakrupa Co-operative Housing Society Limited (Proposed) [hereinafter referred to as "the said Society"]. The promoters of the said Society thereafter authorized M/s. Centre Point Constructions Private Limited to develop the said property vide Agreement dated 11-03-1996.
- 10. The Mumbai Municipal Corporation vide Letter No. Estates/1307/80 of 29-04-1999 addressed to M/s. Prakash Sankpal & Associates i.e the Architect on behalf of the said society issued No Objection Certificate for the redevelopment proposal of the said property in the form of Annexure II on the terms and conditions as mentioned therein.
- 11. Vide Agreement dated 21-01-2000, the said Society in consultation with M/s. Centre Point Constructions Private Limited granted the development rights in respect of the said property in favour of M/s. Rajlaxmi Housing Frivate Limited.

12. Vide Agreement tiated 21-5-2002 entered into between the members of the said society and M/s. Jyotindra Realtors Private Limited, M/s. Jyotindra Realtors Private Limited acquired the development rights in respect of the said property.

13.On 10-08-2004, the Assistant Registrar Co-operative Societies, E/Ward – Mumbai registered Shree Dattakrupa Co-operative Housing Society Limited as a tenant co-partnership housing society vide Registration No. MUM/W(E)/HSG/(TC)/8451/2004.

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- 14.Vide Letter No. EB/9357/E/A dated 08-09-2004, the Mumbai Municipal Corporation issued I.O.D. to M/s. Jyotindra Realtors Private Limited and further on 5-10-2004 issued Commencement Certificate to them to commence the development work on the said property.
- 15.a) Vide Letter No. AC/Estates/9833 dated 31-1-2005, the Mumbai Municipal Corporation allowed M/s. Jyotindra Realtors Private Limited to avail the remaining F.S.I. pertaining the said property in lieu of the recreation ground on terms and conditions as mentioned therein.
  - b) Vide Letter No. AC/Estates/9833 dated 14-3-2005, the Mumbai Municipal Corporation called upon M/s. Jyotindra Realtors Private Limited to further comply with the terms and conditions as mentioned therein to avail the remaining F.S.I. pertaining the said property in lieu of the recreation ground.
- a) c) Vide Letter No. EB/1173/E/A dated 14-9-2005, the Mumbai Municipal Corporation issued additional I.O.D. to M/s. Jyotindra Realtors Private Limited to further comply with the terms and conditions as mentioned therein to avail the remaining F.S.I. pertaining the said property in lieu of the recreation ground. The Developers have also obtained Commencement Certificate bearing File No. EEBPC/1173/E/A dated 28/11/2005 from the Municipal Corporation. The Developer has duly paid all the fees, charges, deposits, premium etc. to the Municipal Corporation.
- b) The Developers are also constructing the saleable building proposed to be known as "Shanti Kamal" on the said property consisting of 21 floors plus terrace.

c) In the premises the Developers are absolutely entitled to the Development Rights of the REGISTRE.

d) The Developers have entered into trandard agreement with an Architect registered with the Council of Architecture.

e) The Developers have appointed structural Engineers for the preparation of the structural designs and drawings of the buildings and the Development shall be under the profession supervision of the Architects and Structural Engineers till the completion of the building/s.

f) The Developers are fully entitled to develop the and construct buildings thereon in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai.

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- .g) In accordance with the plans sanctioned and/or to be re-sanctioned by the Municipal Corporation of Greater Mumbai, the Developers are developing the said property described in the Schedule I hereto and are constructing thereon building/s (to be known as "SHANTI KAMAL").
- h) The Developers, as the Developers alone have the sole and exclusive rights to sell the premises in the said buildings to be constructed on the said property and to enter into agreement/s with purchaser/s of premises in the said buildings and to receive the sale price in respect thereof.
- i) The Developers have annexed hereto the following documents:

1. Copy of Title Certificate issued by the Advocate of Dev	7 **	NEXURE A
2. Copy of Property Card		, В
3. Sketch plan of the said proper	ty	. <b>C</b>
4. Copy of IOD & CC.	•	<b>D</b>
5. List of amenities to be providing	ed	E

- j) While sanctioning the said plans, in respect of construction on the said property, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and the said buildings thereon and upon due observance and performance of which only the completion and occupation certificates in respect of the said buildings shall be granted by the Concerned Authority.
- t) The Developers are entering into separate agreements with the several other persons and parties for the sale of flats in fiels in suildings to be known as "SHANTI KAMAL".

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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- 1. The Developers shall construct the said building more particularly described in the Schedule - I hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority & I.O.D./C.C. and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them. If the F.S.I. in the locality is increased (before the said development project is completed and completion certificate is issued by the Municipal Corporation of Greater Mumbai) and lease deed is executed in favour of the society of Purchasers and/or if the Developers decide to vary/amend the said sanctioned building plans, and if the Municipal Corporation of Greater Mumbai permits the construction of additional floor/buildings/ and/or amendments to the said sanctioned building plans, then and in such event the Developers would be entitled to and shall construct such building/s as per the said revised building plans. The Purchaser/s hereby expressly consent/s to the same so long as the total area of the said premises and the specifications, amenities, fixtures and fittings are not reduced. This consent shall be considered to the Purchaser/s consent contemplated by Section 7(I) (ii) of the said Act and other provisions of any concerned law.
- 2. The Purchaser hereby purchases from the Developers and the Developers hereby sell to the Purchasers the premises which are described herein below and as described in the Schedule II hereunder written and described as under: -

Flat No. 1205 on A-wing 12 Floor in the said building/s to be constructed on the said property more particularly described in the Schedule – I hereunder written admeasuring 54.36 Sq. Mtrs. Of carpet area (and shown on the plan of flat which is an experience as ANNEXURE "C"); and

3. The total price / consideration Rs. 30 34000 (Ruples | Living 1900 | Living 1900 | Ruples | Ruples

Consideration of purchase price viz. Rs. 50 kg. That lass twenty few the usual only) as under:

a. Earnest Money - On Booking	-	10%
b. On Completion of Plinth	-	20%
b) On Completion of every 2 Slabs – 4%	-	44%
i.e. 22 Slabs $\times 2\% = 44\%$		
d) On Completion of Brick Work	-	8%
e) Completion of Internal & External	_	4%
Plaster of the building		
f) On Completion of Flooring & Tiling	_	4%
g) On possession of the Premises	-	10%
TOTAL	-	100%

The Purchaser/s hereby agrees to and shall pay to the Promoters/Developers at the time of grant of license to enter and/or delivery of possession of the said premises whichever is earlier the following amounts

1. Rs. 350/-	Towards share money entrance fees and membership of the said organization.
2. Rs. 4,500/-	Towards the Legal Charges and expenses of this Agreement and same is not refundable.
3. Rs. 15,000/-	Towards the Electrification and Meter Deposit and
4. Rs. 4,500/-	the same is non – refundable.  Towards the formation and registration of the said
	organization and the same is non - refundable.

5. Rs. <u>| 00 000</u>/-

Towards 2 Years provisional outgoing for Municipal Taxes, Water Bill, Common Electric Bill etc. and all other Society expenses of such organisation and/or all outgoings of said building.

6. Rs. <u>50,000</u>/-

Towards the Corpus Fund Corpus

7. TOTAL Rs. 1, 74, 350 /

The above payments are subject to change in the charges by the Competent Authorities. The Flat Purchaser shall pay the amounts as aforesaid on the due dates without fail and without my delayer defaults as time in respect of the said payments is the essence of the contract. The Developers will forward to the Flat Purchaser intimation of the Developers having carried out the aforesaid work at the address given by the Flat Purchaser in this Agreement and the Flat Purchaser will be bound to pay the amount of installments within eight days of Developers dispatching such intimation under Certificate of Posting or hand delivery at the address of the Flat Purchaser as given in this Agreement of the payment and the said payments.

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- 4. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/their 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 Developers shall be entitled at its own option to terminate this agreement and forfeit the earnest money paid by the said Purchaser to the Developers. Provided always that the power of termination here in before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser/s fifteen days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice. Provided further that upon termination of this Agreement as aforesaid, the Developers shall forfeit the earnest money paid by flat Purchaser and refund to the Purchaser the balance of sale price of the said premises which may till then have been paid by the Purchaser/s to the Developers but the Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement, the Developers shall be at liberty to dispose off and sell the said premises to such person/s and at such price as the Developers may in its absolute discretion think fit.
- 5. The Developers hereby agree to observe, perform and comply with all the terms and conditions, stipulations, if any, which may have been or may be imposed by the concerned local authority at the time of sanctioning the said plans or thereafter or hereafter.

6. The Developers have represented, assured and confirmed with the Purchaser as under: -

a) Their development right to the said property is encumbrances of whatsoever nature.

b) No past Director/s of the Developers firm have any right, title and or interest in the said Company i.e. Jyotindra Realfors Private Limited

c) Presently there are only Three Directors as described in the title

7. The fixtures, fittings and amenities to be provided by the Developers in the said Flat shall be similar to the other saleable flats in the building. The Developers agree that in the event of the membership of the Swimming Pool and Health-Club (if facilities are made) being made available to the Flat-Purchasers of the building, the Purchaser shall be admitted as such member without the Purchaser being required to pay any admission fees or deposits and the contribution, if any, required to pay paid for acquiring such membership.

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- 8. The Developers will give possession of the premises to the Purchaser with Occupation Certificate within a period of thirty months from the date hereof. However the Developers shall not incur any liability if it is unable to deliver possession of the said premises by the aforesaid date if the completion of the project is delayed, by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non delivery of possession is a result of notice, order, rule or notification of Government and/or any other public or competent authority or for any other reason beyond the control of the Developers then Developers shall be entitled to reasonable extension of time for delivery of possession of the said premises.
- 9. The Purchaser shall take possession of the premises within 7 days of the Developers giving written notice to Purchaser intimating that the premises is ready for use and occupation. Upon the Purchaser taking the possession of the said premises, he/she/they shall have no claim against the Developers in respect of any item or work in the said premises, which may be alleged not to have been carried out or completed. The only liability of the Developers shall be statutory liability under section 7 (2) of the said Act.
- 10. Within 3 years from the date of completion certificate / occupation certificate of the said premises, the Purchaser shall be entitled to bring to the notice of the Developers, any structural defects in the said premises and the Developers shall at their own cost rectify the same.
- 11. The Purchaser shall use the premises or any part thereof or permit the same to be used for the purpose of residence or any other lawful purpose and shall use the parking space only for the purpose of keeping or parking the vehicle and not for any other purpose. It is hereby agreed that the Developers have the exclusive right of allotment of different open parking spaces, terraces, open spaces for garden parking spaces, terraces, open spaces for garden parking spaces.
- 12. After completion of the construction of the said building/s on the said property and after the Developers have received the purchase paid of all the premises and all other amounts payable by the purchasers of all under the respective agreements. The Flat Purchaser along, with other Purchasers of flats in the building shall join in forming and registering a Co-operative Housing Society to be known as "Shame AMAL" or by such name as the Developers may decide and which will be approved by the Registrar of Co-operative Societies, and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society and for becoming a member, including the bye-laws of the proposed Society and for becoming a member, including the

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Developers within 14 days of the same being forwarded by the Developers to the Flat Purchaser/s, so as to enable the Developers to register the organization of the Flat Purchaser/s under section 10 of the said Act within the time limit prescribed by rules of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies as the case may be, or any other competent authority.

- 13. The Purchasers shall have proportionate right in the land described in the First Schedule hereunder written. Once the said property is conveyed/assigned to the society or a limited company the proportionate right of the Purchasers in the said property shall merge with the right of the society or a limited company as the case may be.
- 14. The Purchaser further agrees and accepts that from the date of the said premises being ready for possession with the Occupation Certificate, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the accommodation) of all outgoings in respect of the said plot and buildings viz. Local Taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities. While receiving the possession the Purchaser shall also pay to the Developers the actual deposit amount paid by the Developers for obtaining electric and water connection to the said premises. The maintenance charges shall interalia comprise of payment of salary to watchman, manager, housekeep, receptionist, sweeper, liftman, electricity bills, if any, for limited common areas etc.
- 15. The Purchasers himself with intention to bind himself and persons into whomsoever hands the said premises come and his her theirs successors-in-title doth hereby agree, confirm and covenant with Developers as follows:
  - a) To maintain the said premises at purchaser's cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises is situated which may be against the rules, regulation, or bye-laws of the concerned local or any authority or change, alter or make addition in and or to the buildings in which the said premises is situated.

b) Not to store in the said premises any goods which are of hazardous combustible or dangerous nature or are so heavy as to damage the

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construction or structure of the building in which the said premises are situated or storing of which goods is objected by the concerned local or other authority and shall carry or caused to be carry heavy packages to upper floors which may damage or is likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situated including entrances of the building in which the said premises are situate and in case of any damage caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.

- c) The Purchaser shall have exclusive right on the said premises and right of use on all the common area and facilities.
- d) To carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developers to the Purchaser and in tenantable repair and shall not do or allow or suffer to be done anything in the said premises or to the building in which the said premises are situate, or carry out the repairs and changed in the said premises which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority which may endanger the premises above or below the said premises In the event of the purchaser committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- e) Not to demolish or cause to be demolished the said premises or any part thereof, and shall keep the portions, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damages columns, beams, slabs or RCC pardis or other structural members in the premises.
- The Flat Purchase said flat otherwise the in manner agreed to with the Developers under this Agreement Flat Purchaser's shall not shift the window from its original position, shall not shift M.S. Grills if provided by the Developers of shall not disturb exterior elevation of the said building in any respection

g) Not to throw disk rubbish, rags carbage or other refuse of perhat the same to be the in from the said premises in the compound or any portion of the said proc and the building in which the premises are situated.

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- h) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority, and/or Government and/or other Public authorities on account of change of user of the said premises by the Purchaser or otherwise.
- i) The Purchaser agrees that he/she/they shall be utilized for the purpose for which it is purchased. The Purchaser agrees not to change the use of the said premises without prior consent in writing of the Developers and any unauthorized change of user by the Purchaser shall not be entitled to any rights arising out of this Agreement and the Agreement shall be violable at the option of the Developers.
- j) The Purchaser shall observe and perform all the rules and regulations which the Society/limited company may adopt at its inspection and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building/s and the premises thereon and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the Society/limited company regarding the occupation and use of the premises in the building/s and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.
- k) The Purchaser/s hereby expressly agrees and covenants with the Developers that in the event of all the premises in the said building on the said property being not ready for occupation simultaneously and in the event of the Developers offering possession of the said Flat to the Purchaser/s earlier then completing remaining premises in the said building on the said property then and in that event the Flat Purchaser/s shall have no objection to the Developers completing the construction of the remaining premises in the said building on the said property without any interference or objection by the Purchaser/s. The Flat Purchasers confirms that he/she/they shall permit the Developers and its surveyors, agents and contractors with or without workmen and others at all reasonable times, to enter in and upon the said property and buildings of any part thereof to view and examine the state and conditions thereof

16. The Purchaser is entitle to transfer the said premises to a third party or assign his right, title and interest in the present agreement to a third party without any reference to the Developers. The Developers shall recognize such transfer/s without any transfer charges.

411

- 17. IT IS EXPRESSLY AGREED that the terrace of the said Building shall always belongs to the Developer and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event of the Developer obtaining permission from the Concerned Authorities for construction of any type of premises on the terrace then the Developer shall be entitled to dispose off such premises proposed to be constructed by them on the terrace together with the terrace to such person at such rate and on such terms and conditions as the Developer may deem fit. The Developer shall be entitled in that event to allow the use of such entire terrace to the Purchasers of such premises proposed to be constructed on the terrace and the terrace shall then be in exclusive possession (as owners) of the Purchasers of such premises proposed to be constructed on the terrace. In the event of the Developer constructing more than one premises on the terrace, the Developer will be entitled to dispose off the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society or Association of Apartment owners that may be formed by the Purchasers of premises as stated hereinafter shall admit as its members, the Purchasers of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tanks for the building being constructed or any other common facility being provided on the terrace then the Society or Association of Apartment owners, as the case may be, shall be entitled to depute its representatives to go to the terrace for regular check up and upkeep and for carrying out repairs to the tanks and/or such common facility at all responsible times and/or during such times as may be mutually agreed upon by the Purchasers of such premises on the terrace and the Society or Association of Apartment Owners, as the case may be.
- 18. The Developer shall also be entitled to use the terrace for the purpose of installation of cell case station, relay station, cable network services, satellite antennas, of for any other purposes and enter into any Agreement such as Lease, Licence with any person or persons in respect of any area on the terrace and shall be entitled to any income which may be realised from the same.
- 19. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties that the terrace space in front of or adjacent to the flats of the respective purchasers of the terrace space are intended for the exclusive use of the respective terrace Flat Purchaser/s. The Purchaser/s shall not enclose the said terrace\* till the permission in writing is obtained from the concerned local affiliations, and the Developers.

20. Any change in the constitution of the Developers film shall promener affect the rights of the Purchasers

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- 21. The Stamp Duty and registration charges incidental to this agreement shall be borne and paid by the Purchasers. The Developers and its partners shall always and at all times fully co-operate the Purchaser to register this agreement.
- 22. This agreement shall always be subject to the provisions of Maharashtra Ownership Flat (Regulation of the promotion of construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder and any other provisions of law applicable thereto.
- 23. Any disputes, differences or non-performance or non-payment between the parties hereto arising under this Agreement, shall be referred to Arbitration under the provision of Arbitration and Conciliation Act, 1996. Such Arbitration shall be held at Mumbai.
- 24. The recitals referred above shall form the integral part of this Agreement.

# THE FIRST SCHEDULE ABOVE REFERRED TO ("the said property")

ALL that piece of parcel of land situate on Plot bearing C.S. No. 779 (pt) & 781(pt) of Mazgaon Division, "E" Ward, Dr. Babasaheb Ambedkar Marg, Chinchpokli, Mumbai – 400 012 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban admeasuring 7190 Mtrs.

Toward East:
Toward West:
Towards North:
Towards South:

THE SECOND SCHEDULE ABOVE REFERRED TO ("the said premises")

A) Plat No. 1205 on 12 Floor A Wing in the proposed building/s to be constructed on the property more named as "SHANTI KAMAL" and particularly described in the Schedule – I hereunder written admeasuring 4.26 Sq. Mtrs. of Carpet Area (the plan of flat is annexed herewith as Annexure "C").

B) — Car Parking in the podium level of the building to be constructed on the property described in Schedule – I hereunder written.

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IN WITNESS WHEREOF the parties hereto have put their respective hands on the day and year first herein above mentioned.

SIGNED AND DELIVERED by the	;)	
Withinnamed THE DEVELOPERS,	)	
m/s. jyotindra realtors	)	
PRIVATE LIMITED :	) ,	Jyotindra Realtors Pvt. Ltd.
Through its Directors	)	THES THE
Shri Mohanlal G Jain	) 1.)	Director Shri Mohanlal G Jain Jyotindra Realtors Pyt/ffid.
Shri Dheerajkumar Champalal Jain	) 2.	Dheerajkumar C. Jain Director
In the presence of: -	)	Directors (DEVELOPERS)
SIGNED AND DELIVERED by th	e )	,
Withinnamed "PURCHASER/S"	)	. ~
Avita Rajendra Jain	)	Main
	)	
	)	,•
the PURCHASER abovenamed	)	(PURCHASER)
in the presence of:-	j	
2. Description		बबई-2   e200 / 94   २००७

# RECEIPT

RECEIVED from the withinnamed Purchasers a sum of Rs.

only) by Demand Draft / Cheque No. 847584 dated 31/16/07

drawn of HDFC Bank Crowford Market Mumbard

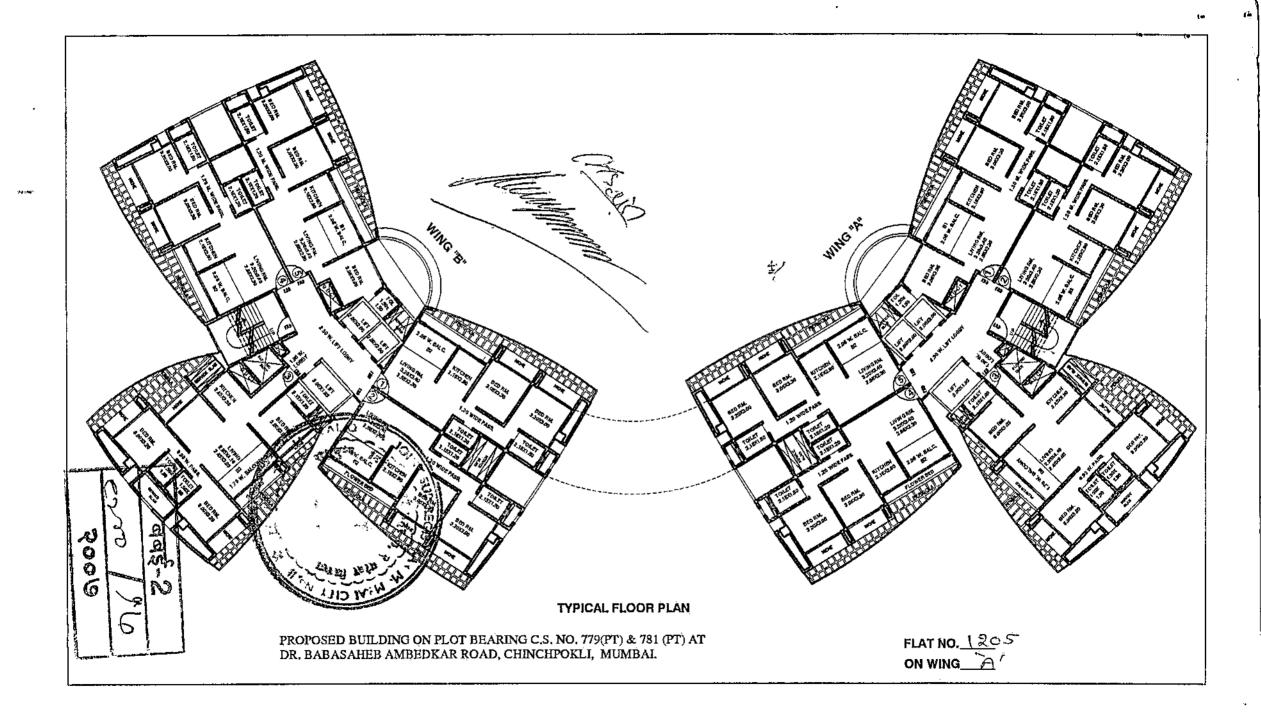
bank to be paid by him/her/them to us.

Jyotindra Realtors Pvt. Ltd.

Director

Jyotindra Realtors | Ltd.

O IDBIRANIC	Customer's Copy Sr. No. Deposit Br. Date   12   07	Type of Document Type of Stamp Type of Stamp Type of Stamp Franking Value Franking Value Franking Value Franking Value Franking Special Adhesive Franking Value Franking Va	Signature of Purchaser  (For Bank's Use only)  DC No.  Franking Sr No.  Fr
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# ANNEXURE - E

# LIST OF AMENITIES & SPECIFICATIONS

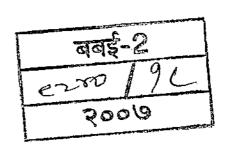
- 1. R.C.C. Framed Structure.
- 2. Full Granamite Flooring.
- 3. Double Coat sand faced plaster on external face.
- 4. Spray Plaster / Gypsum type finish on Internal Cement Plastered Surface.
- 5. OBD paint on Internal Surface.
- 6. Texture or Equivalent paint on external surface.
- 7. Ceramic flooring & coloured glazed tiles dado upto the door sill height in toilets.
- 8. Granite (Jet Black) kitchen platform with stainless steel sink in kitchen.
- 9. Designed main door with CP Brass hardware.
- 10.Oil painted internal flush doors with brass hardware.
- 11. Powder coated / Anodized Aluminium windows & louvers.
- 12. Adequate light / power points in all rooms.
- 13. Concealed copper wiring in P.V.C. Conduit.
- 14. Modular Electrical Switches and Good quality Distributor Board with MCG and ELCB
- 15. Night light on all floor landings & passages.
- 16. Hot water boiler connections in toilets.
- 17. T.V. Antenna / Telephone wiring in each flat with Water Filter point.
- 18. Concealed water supply network in toilets & kitchen.
- 19. Sanitary ware of reputed makes and colour.
- 20. Jaguar C.P. Fittings or equivalent make in Toilets.
- 21. P.V.C. / C.I. downtake for sanitary lines.
- 22. Reputed brand high speed Elevators.
- 23. Society Office at ground level.

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- 24. Attractive & Spacious entrance lobby of the building.
- 25. Mahanagar Gas Pipeline Connection (If Provided).

Note: All the plans, drawing, amenities etc., are subject to the approval of the respective authorities and would be changed if necessary. The discretion remains with the Developers.





No. E.B./CE/ BS/A

of 200 - 200

MEMORANDUM
M/s.Jyotindra Realtors Pvt.Ltd.
9A,Chunawala Compound,
Parel Tank Road, Kalachowki,
Mumbai-400 033.

# A) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL:

- That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P., Act will not be obtained before starting the proposed work.
- That the compound wail is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
- 3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
- 4. That the specifications for layout/D.O./or access roads/ development of setback land will not be obtained from E.E. Road (Construction Set before starting the construction work and the access and set back land will not be developed accordingly including providing streat lights and S.W.O. the completion certificate will not be obtained from E.E. (R.C.)/E.E. (S.W.D.) of City before submitting Building Completion Certificate.
- That the structural engineer will not be appointed Supervision memo as per Appendix-XI [Regulation 5(3) (ix)] will not be submitted by him.

CERTIFIED TRUE

Contd

Architect

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- ( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaf , so of the roof on the public street.
- ( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

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

Executive Engineer, Building Proposals,

## SPECIALINSTRUCTIONS

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

  PROPERTY.
- (2) Under Section 68 of the Mumbai Municipal Corporation Act, as amended, the Municipal Commissioneer for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
  - (3) Underbychen; Polygoldrodorum volenik nika kiegaky fonovně jevely (3.

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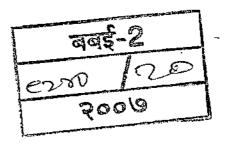
\* APASARA SANGHARANA S

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- (4) Your attention is invited to the provision of Section 152 of the Act wherby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishabe under Section 471 of the Act irrescreetive of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- (5) Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbui to inspect your permises and to grant a permission before occupation and to leavy penelty for non-compliance under Section 471 if necessary.
- (6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (an) of the Mumbai Municipal Act.
  - (7) One more copy of the block plan, should be submitted for the Collector Mumbai Suburite District.
- (8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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





# <u>- 2(a) -</u> No.EB/1173/E/A

### Contd... (A).

- That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
- That the regular /sanctioned /proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/ E.E.(T&C.) before applying for C.C.
- That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
- 9. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand-over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
- That the Indomnity Bond indomnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- That the existing structure proposed to be demotished will not be demotished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 12. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
- That extra water and sewerage charges will not be paid to A.E.W.W. E-Ward before C.C.
- That the true copy of the sanctioned layout/sub-division/amalgamation approved under No.EB/9384/E/AL dated 2.9,2005 along with the T.& C. thereof will not be submitted before B.C.C.
- 15. That the premium/deposits as follows will not be paid
  - a. Condonation of deficient open spaces.
  - b. Staircase/Lift area benefit
  - c. Development charges as per M.R.& T.P. (Amendment) A
  - d. Balcony enclosure fees.
  - e. Insecticide charges.
  - f. Deficient 8% R.G. share (layout condition)
  - g. Deficient 8% amenity open space (Rehab component)
- That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall Union not be submitted before asking for C.C.
- 17. That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.

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- 18. That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
- That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
- 20. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act,1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work.
- 21 That the N.O.C. from A.C. (Estates) shall not be submitted.
- 22. That the N.O.C. from B.E.S.T. for sub station shall not be submitted.
- 23. That the fresh Tax Clearance Certificate from A.A. & C. E-Ward shall not be submitted.
- 24. That the Regd. U/T against misuse of part terrace / stilt shall not be submitted.
- 25. That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
- That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
- 27. That the registered Power of Attorney shall not be submitted.
- 28. That the remarks from H.E. Department shall not be submitted.
- 29. That the debris shall not be dumped on the Municipal ground only.
- That the board displaying the details of development of the work shall not be displayed at site.
- 31. That the remarks from E.E.(S.W.D.) for proposed SWD shall not be submitted before C.C.
- That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed not be submitted before C.C.
- 33. That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
- 34. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.C.M. shall not be provided.
- 35. That the copy of PAN card of the applicant shall not be submitted with requisite U/T.
- 36. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
- 37. That the fresh P.R. Card in the name of owner shall not be submitted before C.C.

Naik/E-1173

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- 38. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
- 39. That the N.O.C. from E.E.T.& C. shall not be obtained for the parking before C.C.
- 40. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
- 41. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
- 42. That the G.I.Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building
- 43. That the precautionary measures to avoid nuisance duct to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
- 44. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for Inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
- 45. No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.
- 46. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 47. In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm, autoclaved cellular concrete block excluding plaster thickness as circulated under No. Ch. Eng.(D.P.)/559/I of 15.4 1974

48. That the N.O.C. from M.T.N.L. for the telephone concentrator room shall not be submitted.

 That the clearance of M.O.E.F. as per Notification u/No.S.O.801(E 7.7.2004 shall not be obtained.

(B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE STRUCTURE:

That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.

 That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.

Naik/E-1173

# (C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING O.C.C. TO ANY PART OF THE PROPOSED BUILDING:

- That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and the drainage system or the residential part of the building will not be affected.
- That some of the drains will not be laid internally with C.I. Pipes.
- That the dust-bin will not be provided as per C.E.'s circular No.CE/9297/II
  of 26-6-1978.
- That the surface drainage arrangement will not be made in consultation with E.E.(SWD) 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 10'-0" 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 un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
- That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.
- 8. That carriage entrance shall not be provided.
- 9. That the parking spaces shall not be provided as per D.C. Regulation No.36.
- That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- 11. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra will not be obtained and submitted to this office.
- 12. That the Drainage completion certificate from (S.P.)(P&D)City for provision of Septic Tank/Soak pit will not be submitted.
- 13. That the Drainage completion Certificate from A.E. B.P. City for House drain will not be submitted & got accepted.
- 14 That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
- That final N.O.C. from Asstt.Commissioner(Estates)/ C.F.O./ Tree Authority shall not be submitted before asking for occupation permission.
- That the compliance of N.O.C. from H.E will not be made and certificate to that effect will not be submitted.

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- That the Fresh property card in the name of the owner shall not be submitted.
- 18. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by "Solid waste Management of M.C.G.M. shall not be provided.
- 19. That the provision of Rain Water Harvesting as per the diagram proposed by approved consultant in the field shall not be made in the satisfaction of Municipal Commissioner shall not be provided.

## (D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.:

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

Executive Engineer
Building Proposals (City)-II

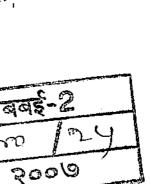
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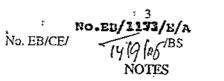
Copy to :- 1. M/s.S.G. Dalvi & Associates

Architect
Ground Floor, Abhyasika Building
Snehdeep Co-op.Hsg.Soc.
Vithal Chavan Marg,
Mumbai - 400 012

- 2. Asstt.Commissioner E-Ward,
- 3. Dy.Ch.Eng. (P.I. Cell)
- 4. Asst. Commissioner (Estates)
- 5, A.E.W.W. E-Ward,
- 6. Dy.A.& C. City
- 7. O.S.(B.P.) City.

Executive Engineer
Building Proposals (City)





(1) The work should not be started unless objections

are complied with

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

(19) No work should be started unless the existing structures proposed to be demolished are existing

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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 (fi) (f1) of the Rent Act and in the event of your proceeding with the work either without an inimation 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 with drawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plane should not be taken up in hand unless the City Engineer is satisfied with the following:
  - Specific plans in respect of eviciting 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.
  - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (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.
- 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.
- The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate (27)the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.

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- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All guilty traps and open channel drains shall be provided with right fiting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged east iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hightly serving the purpose of a lock and the warning pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter. the distern 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. s to not to

No broken bottles should be fixed over boundary walls. This prohibit the use of plane glass for coping over compound wall.

(32) (a) thousand to the provided as an adjust the Pyx date kur tick kinderstanderstanderstanderstanderstanderstanderstanderstanderstanderstanderstanderstanderstanderstanders Astricoschienidum prigned biggadoor koncinceoi teapuni prilikti)

(33) If the proposed aditional is intended to be carried out on old four own risk.

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Executaing Proposats

Architect

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MUNICIPAL CORPORATION OF GREATER MUMBAI

"E' Ward Municipal Offices 3rd Floor,

10 S. K. Hafizuddin Marg, Byculla,

Mumbai - 400 008.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/ 바퀴3 I E TA'

COMMENCEMENT CERTIFICATE
To.
19/3- Tyotindoa Realton Put. Ltd
9 A, Chunawala Compound
Ambervaoli, G. D. Ambekarmang,
Kalachowki. 19 Bar _ 033
Sir, .
With reference to your application No
1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4) This permission does not entitle you to develop land which does not vest in you.
5) This Commencement Certificate is renewable every year but such extended period shall be in not case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966:
6) This certificate is liable to be revoked by the Municipal commissioner for Greater Mumbai, if
a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanction 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 Mumbal is contravened or not complied with.
c) The Municipal commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting 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 Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.  P.T.O.
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	<b>≛</b> •	7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.	
		8) The Municipal Commissioner has appointed Shri.  Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act. This Co. 13 issued approved the said Act. This Commencement Certificate is valid upto 11-1006	
		For and behalf of Local Authority The Municipal Corporation of Greater Mumbai.	
		Assistant Engineer Building Proposals (City)/(R&R)	
•	-	FORMUNICIPAL COMMISSIONER FOR GREATER MUMBAL.  EB   173   ElA DI. 8   212006  The cre- 13 further extended up to 8th Floor.	
		E18/1173/E/A DT. 18/8/06	
		Added 15/7/106 and further for entire work.  118 upto 20th upper plan.	•
		बबई-2 २००७	

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B. A. LL.B

### Advocate high Court

Offi \ Resi :- 4\79 New Mahim Police Coloney S.L. Raheja Marg Mahim Mumbai :- 16 Mobil :- 9869 196659

Date: - 11-10-2005

#### TO WHOMSOEVER IT MAY CONCERN

Reg.:- Title remark/s in respect of the plots of land admeasuring 7190.00 square meters bearing C. S. Nos.779(Part) & 781(Part), Mazgaon-Division in the Registration District & Sub-District Of Mumbai City & Mumbai Suburban at 7/8-86A, Bawalawadi, Dr. Ambedkar Road, Chinchpokali, Mumbai - 400 012.

#### I. NAME AND ADDRESS OF THE DEVELOPER :

M/s. Jyotindra Realtors Private Limited, 9A, Chunawala Compound, Ambewadi, G. D. ambekar Marg, Kalachowki, Mumbai - 400 033:

#### II. DESCRIPTION OF THE PROPERTY :

All that piece and parcel of land containing by measurement 7190.00 square meters or thereabout bearing C.S.Nos3779(Part) & 781(Part), Mazgaon-Division in the Registration District & Sub-District Of Mumbai City & Mumbai Suburban at 7/8-86A, Bawalawadi, Chinchpokali, Mumbai - 400 012.

#### III. DOCUMENTS STUDIED :

1. Copy of Gazette Notification dated 26-11-1981

2. Copy of 2 possession receipts with 7-12-1981 and and and bearing C.S.No.781(Part) admeasuring 1868. Leadure meters & land bearing C.S.No.779(Part) admeasuring 4376.15 square meters.

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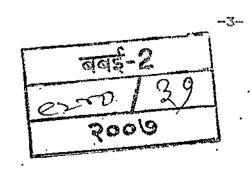
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### Advocate high Court

Offi \ Resi :- 4\79 New Mahim Police Coloney S.L. Raheja Marg Mahim Mumbai :-.16 Mobil :- 9869 196659

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- Copy of Acquisition Award dated 23-01-1986 of Special Land Acquisition Officer-(1) in LAQ 493.
- 4. Copy of Acquisition Award dated 8-05-1986 of Special Land Acquisition Officer-(1) in LAO 493A.
- 5. Copy of Letter No.Estates/1307/80 of 29-04-1999 by the Ward Officer(Estates) to M/s. Prakash Sankpal & Associates regarding the issuance of Annexure-II.
- 6. Copy of Agreement dated 21-05-2002 between Shree Dattakrupa Co-operative Housing Society Limited (Proposed) and M/s. Jyotindra Realtors Private Limited.
- 7. Copy of Letter No.AC/Estates/34/5-04-2004 issued by the Assistant Commissioner(Estates) to the Chief Promoter of the Shree Dattakrupa Co-operative Housing Society Limited (Proposed) regarding the sanction of the redevelopment of land bearing C.S.Nos.779(Part) & 781(Part).
- 8. Copy of the Certificate Of Registration dated 10-08-2004 of Shree Dattakrupa Co-operative Housing Society Limited(Proposed) as a tenant co-paringeship housing society.
- 9. Copy of I.O.D.No.EB/9357/E/A dated 8-09-2004 issued by the Executive Engineer, Building Proposats(City) to M/s. Jyotindra Realtors Private Cimited.
- 10. Copy of Commencement Certificate No.EE/BPC/9357/E/A dated 5-10-2004 issued by the Assistant Engineer, Building Proposals(City) to M/s. Jybtindsa: Realtors Private Limited.



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### Advocate high Court

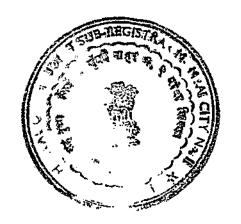
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- 11. Copy of Letter No.AC/Estates/9833 of 31-01-2005 by the Assistant Commissioner(Estates) to the Chief Promoter, Shree Dattakrupa Co-operative Housing Society Limited (Proposed) to avail F.S.I. in lieu of the recreation ground.
- 12. Copy of Letter No.AC/Estates/9833 of 14-03-2005 by the Assistant Commissioner(Estates) to M/s. Jyotindra Realtors Private Limited regarding the compliance of the term/s and condition/s for availing F.S.I. in lieu of the recreation ground.
- 13. Copy of the I.O.D.No.EB/1173/E/A dated 14-09-2005 issued by the Executive Engineer, Building Proposals to M/s. Jyotindra Realtors Private Limited.

#### IV. FLOW OF TITLE :

The heir/s and legal representative/s of deceased Mr. Abdullabhai Fiddalli Attarwala, namely - 1. Mrs. Fatebai Abdullbhai, 2. Sheth Mohamed Hussein Abdullabhai, 3. Sheth Taherbhai Abdullabhai, 4. Sheth Akhterbhai Abdullabhai, 5. Sheth . Naizbhai Abdullabhai, Sheth Shabbirbhai Abdullabhai, 7. Sheth Abbasbhai Abdullabhai, 8. Ashfaqbhai Abdullabhai, 9. Smt. Hussainabai Abdullabhai & 10. Smt. Shaminabai Abdullabhai were the owner/s of the land admeasuring 4376.15 square meters or thereabout bearing C.S.No.779(Part), Mazgaon-Division in the Registration District & Sub-District Of Mumbai City & Mumbai Suburban at Dr. Ambedkar Road, Chinchpokali, Mumbai - 400 012.



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### Advocate high Court

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- (b). Similarly, Sheth Damjibhai Laxmichand Jain Dharma Sthanak Trust were the owner/s of the land admeasuring 1868.39 square meters or thereabout bearing C. S. No. 781(Part), Mazgaon-Division in the Registration District & Sub-District Of Mumbai City & Mumbai Suburban at Dr. Ambedkar Road, Chinchpokali, Mumbai 400 012.
- 2. The Municipal Commissioner-Greater Bombay vide his Letter No.MGL/7342 dated 17-Ø1-1962 addressed to the Secretary-R & F.D., Government Of Maharashtra, submitted a proposal to acquire land admeasuring 8241 square yards i.e. about 6883 square meters from land bearing C. S. Nos. 779(Part) & 761(Part), Mazgaon Division, Parel, Mumbai 400 012 for Municipal School, Maternity Home and Play Ground as per the provisions of the Land Acquisition Act, 1894.
- 3. The Improvement Committee approved the aforesaid acquisition proposal vide Resolution No.506 dated 14-11-1961 and the Mumbai Municipal Corporation approved it vide Resolution No.796 dated 4-12-1961.
- 4. The copy of the acquisition proposal was endorsed to the Collector-Mumbai and after making preliminary enquiry into the case, he submitted his proposal vide Endorsement No.SB/SS-84/LAG490 dated 16-06-1982 to the R. & F. D. Government Of Maharashtra.
- 5(a). R. & F. D. Government Of Maharashtra vide Notification No.LE04362/56286(a)H dated 29-06-1962 notified area of about 3562 square yards of C.8.No.779(Part) and 3007 square yards of 781(Part) for municipal school and playground.

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### Advocate high Court

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- (b). R. & F. D. Government Of Maharashtra vide Notification No.LBO4662/56286(b)H dated 29-06-1962 notified area of about 1672 square yards of C.S.No.779(Part) for municipal maternity home.
- The total area notified from C.S.No.779(Part) 4376.15 square meters (i.e. 5234 square yards) and from C.S.No.781(Part) was 2514 square meters i.e. 3007 square yards. However, according to Joint Measurement Plan and the Statement of C.S.No.779(Part) received from Superintendent-Bombay City Survey & Land Records, the area coming under acquisition actually worked-out to 5233.78 square meters as against the area of 4376.15 square meters as notified hereinabove. The differential area of 877.63 square meters was thereafter proposed for acquisition vide Proposal No.LAQ493 dated 14-03-1980 under the M. R. T. P. Act, 1966 as per the reservation of the Development Plan. Accordingly, the land admeasuring 877.63 square meters of C.S.No.779(Part) was notified under Government U.D. & P.H.D. Notification No.TPB4380/1060 U.D.5 dated 22-10-1980. Further, an area of about 645.61 square meters was withdrawn from acquisition under Government R. & F. D's Memorandum No.LB01879/33054(1778) A-2 dated 13-11-1981 leaving an area of 1868.39 square meters.
- 7. On. 7-12-1981, the Special Land Acquisition Officer handed-over the land admeasuring 4376.16 square meters of C. S. No.779(Part) and Lastino casuring 1868.39 square meters of C.S. No.781 (a) tilitorthe Mahai Municipal Corporation as per the urgency trause application the State Government in their R. F.D. McCification No.156 1879/33054(1778)A-2 dated 13-11-1981.

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### Advocate high Court

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- 8(a). Vide Award dated 23-01-1986 the Special Land Acquisition Officer-(1) acquired land admeasuring 4376.16 square meters of C.S. No.779(Part) and land admeasuring 1868.39 square meters of C.S. No.781(Part) along-with the tenants of the structure/s thereon.
- (b). Vide Award dated 8-05-1986 the Special Land Acquisition Officer-(1) acquired land admeasuring 877.63 square meters of C.S. No.779(Part) along-with the tenants of the structure/s thereon.
- 7. The 93 tenants/occupants of the structures situate on the aforesaid land bearing C. S. Nos.779(Part) & 781(Part) (hereinafter the referred to as 'the said property') formed themselves in a co-operative housing society in the name of Shree Dattakrupa Co-operative Housing Society Limited (Proposed) [hereinafter referred to as 'the said Society']. The promoters of the said Society thereafter authorized M/s. Centre Point Constructions Private Limited to develop the said property vide Agreement dated 11-03-1996.
- 10. The Mumbai Municipal Corporation vide Letter No.Estates/1307/SO Of 29-04-1999 addressed to M/s. Prakash Sankpal & Associates i.e. the architect on behalf of the said Society issued no objection certificate for the redevelopment proposal of the said property in the form of Annexure-II on and conditions as mentioned the term/s therein.

11. Vide Agreement edated 201-2000, the said Society in consultation-with M/s RCentre Point Constructions Private Limited granted the development rights in respect of the

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said property in favour of M/s. Rajlaxmi Housing Private Limited and further executed a power-of-attorney in favour of M/s. Rajlaxmi Housing Private Limited. However, vide Notice dated 15-04-2002, the said Society terminated and cancelled the Development Agreement dated 1-01-2000 and the consequent power-of-attorney executed by it in favour of M/s. Rajlaxmi Housing Private Limited.

- 12. Vide Agreement dated 21-05-2002 entered-into between the members of the said Society and M/s. Jyotindra Realtors Private Limited, M/s. Jyotindra Realtors Private Limited acquired the development rights in respect of the said property.
- 13. On 10-08-2004, the Assistant Registrar Co-operative Societies, E/Ward-Mumbai registered Shree Dattakrupa Co-operative Housing Society Limited as a tenant co-partnership housing society vide Registration No.MUM/W(E)/HSG/(TC)/8451/2004.
- 14. Vide Letter No.EB/9357/E/A dated 8-09-2004, the Mumbai Municipal Corporation issued I.O.D. to M/s. Jyotindra Realtors Private Limited and further on 5-10-2004 issued Commencement Certificate to them to commence the development work on the said property.

15(a). Vide Letter No.AC/Estates/9833 dated 31-01-2005, the Mumbal Municipal Corporation allowed M/s. Jyotindra Realtors Private Limited to avail the remaining F.S.Í. pertaining the said property in lieu of the recreation ground on a said condition/s as mentioned therein.

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### Advocate high Court

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-8-

- (b). Vide Letter No. AC/Estates/9833 dated 14-03-2005, the Mumbai Municipal Corporation called-upon M/s. Jyotindra Realtors Private Limited to further comply-with the term/s and condition/s as mentioned therein to avail the remaining F.S.I. pertaining the said property in lieu of the recreation ground.
- (c). Vide Letter No.EB/1173/E/A dated 14-09-2005, the Mumbai Municipal Corporation issued additional I.O.D. to M/s. Jyotindra Realtors Private Limited in respect of the F.S.I. pertaining the said property in lieu of the recreation ground.

#### V. ENCUMBRANCES :

As per the City Survey Register, the said property is of the Mumbai Municipal Corporation acquired for municipal 'maternity home, municipal school and playground and there are no third party encumbrance/s.

#### VI. FINAL CERTIFICATE :

On scrutiny of the documents submitted to me, I am of the opinion that M/s. Jyotindra Realtors Private Limited are fully authorized to develop the said property i.e. all that piece and parcel of land containing by measurement 7190.00 square meters or thereabout bearing C.S.Nos.779(Part) & 781(Part), Nazgaon-Division in the Registration District & Sub-District Of Mumbai City & Mumbai Suburban at 7/8-86A, Bawalawadi, Dedkar Road, Chinchpokali, Mumbai-400 012, by constitute the ildings thereon i.e. 1 composite

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## sandeep R. Khandeshi

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### Advocate high Court

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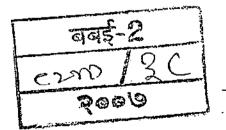
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building for municipal school, maternity home and partial rehabilitation, I building for rehabilitation and I free sale building. Further, on payment of the capitalised value of the said property amounting to Rs.15,40,00,097/- (i.e. Rs.5,71,95,765/- for surplus area and Rs.9,68,04,332/- for recreation ground area) to the Mumbai Municipal Corporation, M/s. Jyotindra Realtors Private Limited are fully authorized to sale the residential units in the free sale building subject to the term/s and condition/s as more particularly laid down in the Letter Of Intent dated 14-03-2005.

Yours faithfully,

Sandeep R. Khandeshi, Advocate, High Court.





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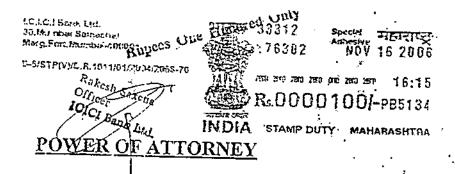
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TO ALL TO WHOM THESE PRESENTS SHALL COME: WE, MOHANLAL GENMAL JAIN & DHEERAJKUMAR CHAMPALAL JAIN Director of JYOTINDRA REALTORS PRIVATE LIMITED having office at C-3, Ground Floor, Dattakrupa CHS Limited, Dr. Babasaheb Ambedkar Marg, Chinchpokli, Mumbai – 400 012 of Mumbai Indian Inhabitants DO SEND GREETINGS:

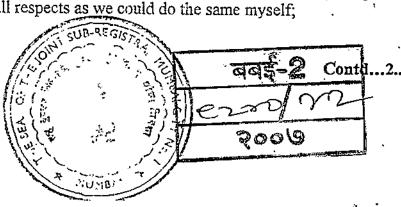
WHEREAS by Agreements for Sale we have sold the Flats in the building known as SHANTI KAMAL situated at Bawlawadi, Dr. Babasaheb Ambedkar Marg, Chinchpokli, Mumbai – 400 012 Cadastral Survey No. 779 (part) & 781 (part) of Mazgaon Division under "E" Ward.

AND WHEREAS our execution is necessary in the said Agreements for sale but due to some unavoidable circumstances/business commitments we are not able to attend the office of the Sub-Regsitrar of Assurances at Mumbais so we are required to grant and is desirous of executing this Poter of Attorney in favour of MR. DINESH SHANTILAL SHARMA ASSUMATESH SHANTILAL SHARMA to do various acts, deeds and things with regard to the said Agreements for Sale.

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESS that We MOHANLAL GENMAL JAIN & DHEERAJKIMAR CHAMPALAL JAIN Director of JYOTINERAL SPRINGS PRIVAL LIMITED do hereby nominate, constitute and happoint the said WR. DINESH SHANTILAL SHARMA & MAHESH SHANTILAL SHARMA as our true and lawful attorney to do all or any of the following gacts, deeds, matters and things viz:

a) For execution and deliver said Agreements, for Sale in respects the said Flats at the Sub-Registrar' Office at Old Custom House.

b) To present the said Agreements for Sale for registration before the Sub Registrar or Registrar having authority for and to have it registered according to law and to do all other acts, deeds, matters and things which my said attorney may consider necessary for the said Flats as fully and effectually in all respects as we could do the same myself;



Bank Ltd. Haoraji House,

N.C.Harielwala Agilary Trust

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c) AND GENERALLY to do all other acts, deeds and things which our said attorney may require or deem expedient to be done or performed in order to carry out the intents of this Power of Attorney;

AND We hereby declare that all and whatsoever our said attorney shall lawfully do or cause to be done in pursuance of this Power of Attorney shall be at the sole risk and costs of our said attorney and We hereby agree and undertake to ratify all and whatsoever lawfully done by our said attorney in pursuance or by virtue of this Power of Attorney.

### THE SCHEDULE ABOVE REFERRED TO

ALL that piece of parcel of land situate at Shree Dutta Kripa co-operative Housing Society, Bawlawadi, Dr. Babasaheb Ambedkar Warg, Chinchpokli, Mumbai – 400 012 in Mazgaon Division, in the legistration District and Sub-District of Mumbai City bearing C.S. No.

779(part) & 781 (part) admeasuring 7190 S

Toward East :

Dr. Babasalıeb Ambedkar Marg

Toward West

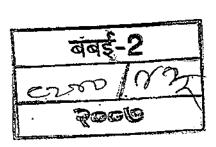
Sale Building to be known as "Shanti/Kamal"

Towards North:

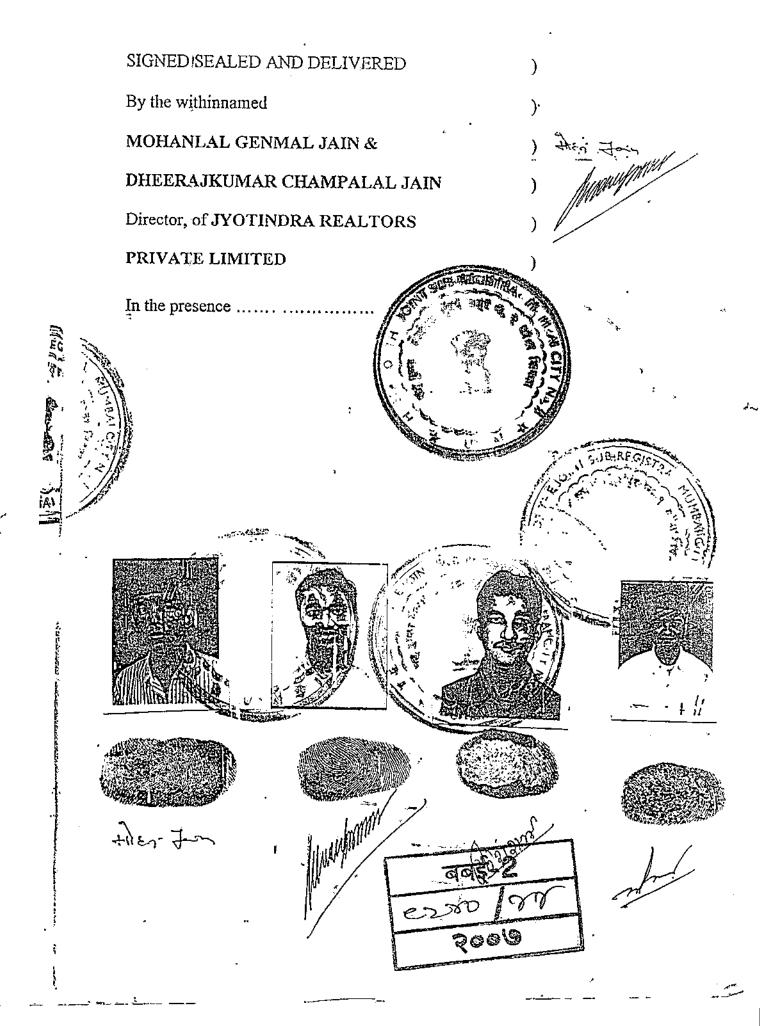
Velji Lakhamsi Napoo School

Towards South: ·

Building to be constructed for the reservation of Maternity Home & School to be handed over to the Municipal Corporation of Greater Mumbai,



Contd...3..



No. 11-74968 FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA, MUMBAL. KAK ESTATE DEVELOPERS PRIVATE in the matter of I hereby approve and signify in writing under Section 21 of the Companies Act. 1955 (Act of 1956) read with the Government of India, Department of Company Affairs. Notification No. G.S.R. 507E dated the 24th June 1985 the change of name of the Company. from KAK ESTATE DEVELOPERS PRIVATE LIMITED to. JYOTINDRA REALTORS PRIVATE LIMITED and I hereby certify that KAK ESTATE DEVELOPERS PRIVATE LIMITED which was originally incorporated on 🕟 8th day of NOVEL bridge the Companies Act, 1955 and under the name ·KAK ESTATE DEVELOPERS PRIVATE LIMITED: duly passed the necessary resolution in terms of equilings (a)/22(1) (b) of the Companies Act. 1956 the name Company is this day changed to JYOTINDRA REALTORS PRIVATE IMMINED cortificate is issued pursuant to Section 23(fi) of the said Act Given under my hand at MU. 2002 YAM 

स्थाई लेखा गंद्या IPERMANENT ACCOUNT NUMBER AAACK3211C

नाम MAME

KAK ESTATE DEVELOPERS PRIVATE LTD

निगमन/बनने की तिथि IDATE OF INCORPORATION/FORMATION 08-11-1993

আবৃক্ত নিবৈষক (বহারি)
DIRECTOR OF INCOME TAX (SYSTEMS)

Philippl (200)

DATED THIS	S DAY OF	2007
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m/s. Jyotin	DRA REALTORS PRIVAT	E LIMITED
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# Agreement For Sale

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### Jyötindra Realtors Pvt.Ltd.

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Wing — Flat No. — Floor

#### At

## Shanti Kamal

Bawala Wadi, Opp. Voltas House, Chinchpokli, Mumbai 400.012.