

Thursday, September 01, 2005

4:29:19 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 8723

दिनांक 01/09/2005

गावाचे नाव ओशिवरा

दस्तऐवजाचा अनुक्रमांक वदर9 - 08727 - 2005

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: योगेश जीवनलाल लाखानी - -

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (40) :- 800.00

एकूण रु. 30800.00

आपणास हा दस्त अंदाजे 4:44PM ह्या वेळेस मिळेल

दुय्यम निबंधक
अंधेरी 3 (अंधेरी)

सह. दुय्यम निबंधक अंधेरी-३,
मुंबई उपनगर जिल्हा.

बाजार मूल्य: 8967000 रु. मोबदला: 3400000रु.

भरलेले मुद्रांक शुल्क: 448350 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: युनायटेड बँक ;

डीडी/धनाकर्ष क्रमांक: 469169; रक्कम: 30000 रु.; दिनांक: 29/08/2005

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON... 1.9.05

Day of August.

Samrat Developers, a

PALACE

MUMBAI - 4000

...ion shall unless it be
mean and include the
enture and the heirs
f the Joint Venture) of

Mr/Mrs./Messrs

the One Part and
YOGESH JIVANLAL LAKHANI of Mumbai, Indian Inhabitant/s
residing at 801/ RAJ-SUN-FLOWER, ROYAL COMPLEX
EKSHAR ROAD, BABHAI NAKA



THE C. K. P. CO - OPERATIVE BANK LTD.

H.O.: C.K.P. Bank Bldg., 88/C, 1st Floor, S. B. Marg, Dadar, Mumbai - 28.

Branches: Dadar / S. B. Marg / Thane / Lokpuram / Chembur / Vileparle / Dombivli / Goral

No.: **25260** Date: **27/5/05**

Received from Shri/Smt. **Yogesh J. Lakhani**

_____ the sum of
Rs **4,48,350 + 10 Commission**

_____ as under

Cash / Cheque Valid on realisation of cheque.

<p>Agreement for Rs. 4,48,350/- CASH Commission 10/- 27 MAY 2005 THE C.K.P. CO-OP. BANK LTD. DADAR BR. BLDG. 88/C, S.B. MARG, DADAR, MUMBAI - 28.</p>	<p>TOTAL 4,48,360</p>
--	------------------------------

E. & O. E.

file - 1 & B

Cashier



Articles of Agreement made at Mumbai this 31st Day of August.

the Christian Year Two Thousand 2005 between Messrs. Samrat Developers, a

Joint Venture having its registered office at REGAL PALACE

TATA RD, No 1, OPERA HOUSE - MUMBAI - 40004

(hereinafter referred to as "the Developers" (which expression shall unless it be

repugnant to the context or meaning thereof be deemed to mean and include the

partners or partner for the time being of the said Joint Venture and the heirs,

executors and administrators of the last surviving partner of the Joint Venture) of

the One Part and Mr/Mrs/Messrs

YOGESH JIVANLAL LAKHANI of Mumbai, Indian Inhabitant's

residing at 801/ RAJ-SUN-FLOWER, ROYAL COMPLEX

EKSAR ROAD, BABHAI NAKA

BOAIVALI (WEST) Mumbai 400091 hereinafter referred to as

"the Purchaser/s" (which expression shall unless it be repugnant to the context

or meaning thereof be deemed to mean and include his/her/their heirs, executors

and administrators) of the Other Part;

And Whereas M/s. Maharashtra Drug-Chem, a partnership firm registered

under the Indian Partnership Act, 1932 and carrying on business at 112/114

Bhandari Street & 153/167 Sheriff Devji Street, Mumbai 400 003 (hereinafter

referred to as "the Owners") are seized and possessed of, or otherwise well and

Handwritten initials and marks

Handwritten numbers and marks

बंदर-5	14-35
25260	14-35
2004	

The C.K.P. Co-Operative Bank Ltd.
 7/8, Vijay Nagar Bldg.,
 M.C. Jawahar Marg Dadar,
 Mumbai-400028.
 D-S-STPP/MC-105/01/05/339 TC
 338
STAMP
RS 04,48,350/-
147711
SHR 02038
147711
SPECIAL ADHESIVE
MAY 27 2005

SAMRAT DEVELOPERS

C/o. HOTEL REGAL PALACE

Sopariwala Estate, Tata Road No. 1, Opera House, Mumbai-400 004.

Phone : 363 1211 / 363 4225 / 363 2090

Date : 13/03/2006.

Possession Letter

To,

YOGESH JIVANLAL LAKHANI

801/ Raj-Sun-Flower, Royal Complex,

Eksar Road, Babhai Naka,

Borivali (w), Mumbai-400 091

Pursuant to our Agreement dated 27th May 2005. We hereby confirm having handed over to you the peaceful and vacant possession of Unit No. 801, 802, 803 & 804, on 8th Floor in "Crescent Towers", S: No. 580, off New Link Road, Oshiwara, Andheri (West), Mumbai-400 058.

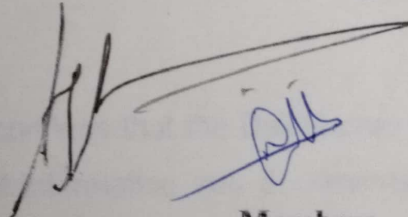
Hereafter, any furniture work or additions/ alterations to be carried out by you in the said office will be as per BMC rules and regulation and at your own risks and costs which please note.

Place: Mumbai

Date : _____.

I/ We Confirm the above

For Samrat Developers



Members

for construction of the Industrial Estate to the B.M.C. which was approved vide its letter dated 16th October 2002;

And Whereas upon the Commencement Certificate No CE/6012/WS/AK dated 5th June 2000 being issued by the B.M.C., the Joint Venture commenced and have virtually completed the construction of the Industrial Estate in accordance with the building plans and specifications sanctioned by the B.M.C.

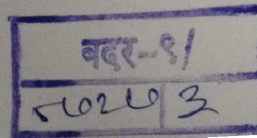
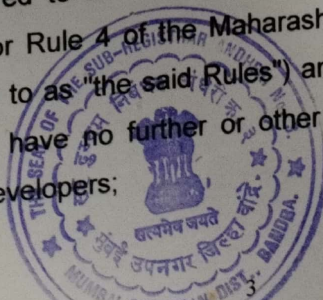
And Whereas photocopies of the I.O.D. and Commencement Certificate are annexed hereto and marked as Annexure-A collectively;

And Whereas photocopy of the Property Register Card relating to the said property is hereto annexed and marked "Annexure-B";

And Whereas the title of the said property has been investigated by M/s. M.T. Miskita & Co., Advocates & Solicitors who have issued their Certificate of Title dated ___ December 2003, a photocopy whereof is hereto annexed and marked as Annexure-C;

And Whereas the Purchaser/s being desirous of purchasing the Unit Nos. 801, 802, 803 & 804 on the 8th Floor of the Building having a carpet area of 1415 Square Feet ^{along with 1698 sq ft open terrace built up area} (hereinafter referred collectively as "the Unit") along with entire terrace on the 8th Floor has/have familiarized himself/herself/themselves with the Scheme of Development and has/have read and understood the terms and conditions of the said Orders made under the U..L (C & R) Act, 1976, and the I.O.D. and C.C.

And Whereas the Purchaser/s hereby confirms that the Developers have produced for inspection of the Purchaser/s all information and documents and have made full and true disclosure of all the items covered under Clauses (a) to (k) of Sub-Section 3 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Maharashtra Act No.XLV of 1963) as amended by amendment (hereinafter for brevity's sake referred to as "the said Act") as well as items covered under Clauses (a) to (g) or Rule 4 of the Maharashtra Ownership Flats Rules, 1964 (hereinafter referred to as "the said Rules") and the Purchaser/s is/are satisfied with the same and have no further or other information nor disclosure to be required from the Developers;



sufficiently entitled to all that piece or parcels of land bearing Plot No.68 and City Survey No.580 admeasuring 1730.52 square metres situated at Village Oshiwara, Mumbai 400 053 (being part of Survey No.41 and part of the layout sanctioned by the Brihanmumbai Municipal Corporation (B.M.C.) by its letter No. 40/10C1 dated 2nd June 1966 more particularly described in the First Schedule hereunder written;

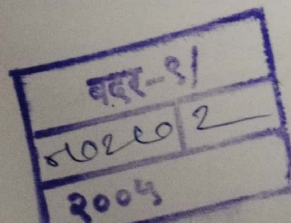
And Whereas pursuant to the Application made by the Owners, the Competent Authority passed an Exemption Order dated 16th January, 1995 under Section 20 (1) of the Urban Land (Ceiling And Regulation) Act, 1976 as amended by the Order dated 16th January 1995 permitting the development of the surplus land in accordance with the terms and conditions contained therein;

And Whereas the Owners have evolved a Scheme for development of the property in accordance with the said Order dated 5th December 1995 as amended and modified by the Order dated 16th January 1995 for development of the said property by constructing an Industrial Unit with a view to selling the said Industrial Units for use on what is popularly known as Ownership basis and eventually transferring the land and the Industrial Units to a Co-operative Society to be formed under applicable laws;

And Whereas the Owners submitted a Building Proposal to the B.M.C through their Architects Mr. Adhivekar for construction of a building for industrial use on the said land which was approved by the B.M.C. vide I.O.D. No. CE/6012/WS/AK dated 24th June, 1996 and Commencement Certificate No. CE/6012/WS/AK dated 5th June 2000;

And Whereas the Owners and Mohd. Afzal Abdul Gaffar, Mohd. Aftab A. Gaffar, Pravin Chandra L. Dholakia, Abdul Sattar Haji Esmail, Amrish R. Daftary, Salim Ebrahim and Vali Mohd Haji Usman agreed to implement the Scheme of Development on a Joint Venture basis on terms and conditions set out in the Joint Venture Development Agreement dated 20th October 2000 as confirmed and modified by the Supplemental Joint Venture Agreement dated 16th July 2001;

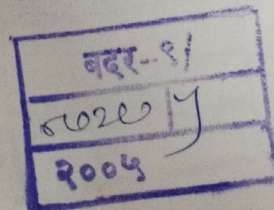
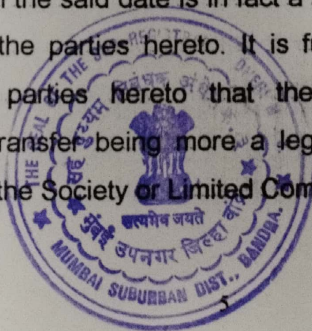
And Whereas in accordance with the terms of the Joint Venture and in accordance with the said Orders, the Owners submitted a fresh revised proposal



3. The Developers hereby agree subject to the provisions of the presents to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, that may be imposed by the State Government and/or the Municipal Corporation or the concerned sanctioned authority and obtain the Occupation/Part Occupation Certificates in respect of the said Industrial Estate from the Concerned Authorities before handing over possession of the Unit to the Purchaser/s.

4. The Developers hereby declare that they will utilise/have utilised the Floor Space in accordance with the Development Control Regulations for Greater Bombay 1991. The construction of the said Industrial Estate has been sanctioned by the Municipal Corporation on the basis of the aggregate of the F.S.I. as attributable to the said property. The Purchaser/s hereby declares that if at any time prior to the execution of the Deed/s of Transfer as provided in this Agreement, the Floor Space Index at present applicable to the said property remains partly unutilised by the Developers or the same is increased due to any change in the Development Control Rules or under law, the benefit thereof shall vest in the Developers alone and exclusively, without the Purchaser/s being entitled to claim any rebate or right in any manner in respect thereof, and the Developers shall be entitled to use such unused or further Floor Space Index or any part thereof for construction on the said property or elsewhere or for any other purpose as they deem fit.

5. It is expressly agreed and understood by and between the parties that the apparent consideration for the purpose of the transaction under this Agreement, shall be and is Rs. 34,00,000/- (Rupees Thirty four lacs Only) mutually agreed under Clause 2 to be paid by the Purchaser/s to the Developers. The said date, the above said apparent consideration is as at the date of these presents fair and reasonable market value of the said Unit in open market for sale to the Purchaser/s and when ordinarily fetch the said market value, and that the allotment of the said premises to the Purchaser/s on the said date is in fact a sale in the open market made by and between the parties hereto. It is further expressly agreed by and between the parties hereto that the execution of the Deed's of Conveyance/Transfer being more a legal formality after formation and registration of the Society or Limited Company, the date of allotment of the



said Unit to the Purchasers and its value on the said date shall be the material date for the purpose of Income Tax Act, 1961;

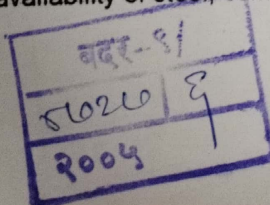
6. Without prejudice to all other rights of the Developers under this Agreement and/or in law, the Purchasers shall be liable to pay interest at the rate of _____ percent per annum on all amounts which shall remain due and outstanding after a period of Seven days from the date of the same becoming due, whether demanded or not.

7. The parties hereto hereby agree and declare as follows:-

a) The possession of the said Unit shall be given by the Developers to the Purchaser/s subject to the Building Occupation Certificate in respect thereof being issued by the concerned local body or authority, and further subject to the provisions of sub-clause (b) to (c) hereto, on or before _____, 20__ but in any case until the execution of the Deed/s of Conveyance of the said property described in the First Schedule hereto with the said building "Crescent Towers" constructed thereon, in favour of the Society or the Body, to be formed by the Purchasers of the Units in the said building, the possession of the said property and the said Units constructed therein including the said Unit in the said building, shall be deemed to be that of the Developers alone and exclusively until the execution of the Deed of Conveyance in favour of the Society or other incorporated body.

b) The Purchaser/s shall be entitled to take possession of the said Unit as contemplated in Sub-clause (a) hereof, only if the Purchaser/s shall have duly observed and performed all the obligations and stipulations contained in this Agreement to be observed and performed by the Purchaser and shall have duly paid all the amounts payable by the Purchasers under this Agreement to the Developers.

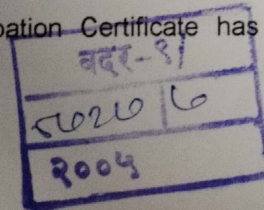
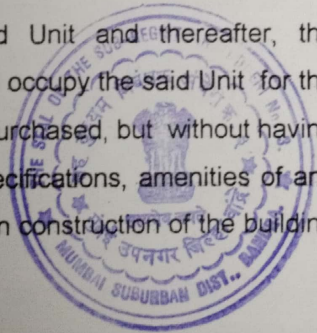
c) Notwithstanding anything contained in this Agreement, the Purchaser/s hereby agree/s that the Developers shall not incur any liability if the Developers are unable to deliver possession of the said Unit as stated above, in the event the completion of the Industrial Estate is delayed for reason of non-availability of steel, cement, sand



or other building materials of any type, on account of strike, accident, civil commotion, riot, or any Act of God, or on account of any Court or Tribunal or the Government and/or any other Public Body or authority, or on account of withholding or delay in the grant of the Building Occupation Certificate, and/or any other necessary facilities, permission or sanction, or on account of any obstruction or hindrance caused to the Developers by any other person or persons claiming or alleging any right over the said property or any part, or as a result of any proceedings adopted by such person or persons or by any person or persons claiming through them.

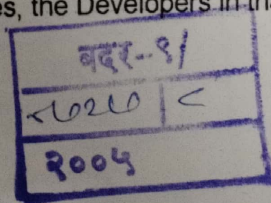
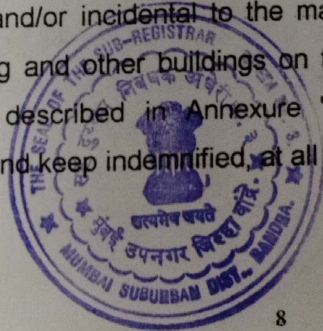
- d) Before taking possession of the said Unit and thereafter whenever required, the Purchaser/s shall sign and deliver to the Developers all writings and papers as may be necessary, including letter of possession, for electric meter, transfer forms and other papers for formation and registration of the proposed Society/s or Body/s.
- e) Before taking possession of the said Unit, the Purchaser/s shall pay to the Developers all the deposits payable to the Municipal Corporation of Greater Bombay or deposits for water connection and electricity charges which become payable in respect of the said Unit or the same shall be reimbursed to the Developers by the Purchaser, who shall also pay proportionate share in respect of all payments made/or required to be made, by way of betterment charges, development charges, contributions, Municipal Taxes, Property Taxes including taxes for land under construction, rates, cesses, charges and/or all other amounts in respect of the said property, and shall not raise any objection in respect thereof.
- f) Upon taking possession of the said Unit and thereafter, the Purchaser/s shall be entitled to use and occupy the said Unit for the purpose for which it was agreed to be purchased, but without having claim against the Developers as to specifications, amenities of any defect in the building or material used in construction of the building and the said Unit.

8. The Purchaser/s shall, after the expiry of seven days after the receipt of the notice from the Developers that an Occupation Certificate has been

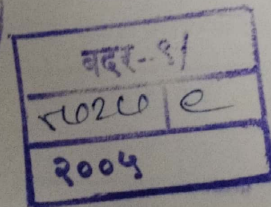
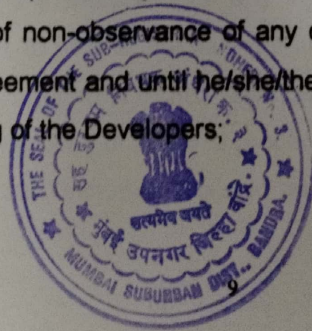


obtained, inter alia, in respect of the said Unit, be liable to bear and pay all local taxes and charges for electricity and other services by way of maintenance, upkeep etc., and outgoings payable proportionate in respect of the said Unit as provided in Clause (13) hereof.

9. The Purchaser/s and the purchasers of the other Units in the said building to be constructed on the said property shall join in forming and registering a Society or other incorporated body to be known as "CRESCENT TOWER" Society or _____ Company. The Purchaser/s shall from time to time sign and execute other papers and documents and the Bye-laws and constitution of such Society or Body, and for becoming a member thereof, and return the same to the Developers within 10 (ten) days of the same being forwarded to the Purchaser/s, and the Purchaser/s shall consent to any changes or modifications made in the draft Bye-laws or the constitution as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
10. The Purchaser/s agree/s and undertake/s to pay regularly to the Developers or in case of formation of an Ad-Hoc Committee of the Purchasers of said Units with the consent of the Developers, to such Ad-Hoc Committee by the 5th day of each month, in advance whether demanded or not, until execution of the Deed of Conveyance of the said property as hereinafter stated, and thereafter the Purchaser shall pay to the Society or other Incorporated Body that may be formed, the proportionate share of the Transfer as the Developers or the said Society of the Incorporated Body may decide, of all rates, charges, levies, assessed or imposed upon or in respect of the said property or the said building on the said property, or for the use thereof, or upon the Unit Owners, occupiers, caretakers, etc., thereof by any local body or the Government and payable either by Developers, occupiers, caretakers, etc., of land/building and shall also pay proportionate share of all other outgoings in respect thereof viz. taxes, insurance, sanitation, water charges, common lights, pumps, chowkidars sweepers and all other common expenses and other expenses as may be necessary and/or incidental to the management and maintenance of the said building and other buildings on the said Industrial Estate and more particularly described in Annexure '___' hereunder written, and shall indemnify, and keep indemnified, at all times, the Developers in that behalf.



1. On the completion of the said Industrial Estate and on receipt by the Developers of the full payment of all the amounts due and payable to them by all purchasers of the Units in the said building the Purchaser/s of the said Unit, shall co-operate with the Developers in forming, registering or incorporating a Society/s or other Incorporated Body/s. The right of the members of the Society/s or of the Body/s as the case may be, shall be subject to the Overall rights of the Developer under this Agreement, and the Conveyance, or other Deed of Transfer to be executed in pursuance thereof as provided in Clause 21 hereof or to the extent as may be permitted by authorities, in favour of such Society/s Body/s, as the case may be. The amounts paid by the Purchaser/s to the Developers under Clause 24 shall not be refunded or returned and remain with the Developers and be utilized for the purposes set out therein;
3. The Purchaser/s hereby agree/s and covenant/s with the Developers that from and after the date of delivery of physical possession of the said Unit to the Purchaser/s, the Purchaser/s shall: -
- (a) Keep and maintain the said Unit in good and tenantable repair and condition.
- (b) Not suffer to be done anything in or to the said premises or the building, the terrace, staircases and common passages, or the open spaces thereof, which shall or may be contrary to or against the law or rules or Bye-laws of the State or Local Body or any other authority.
- (c) Duly observe and perform all the terms and conditions as may be imposed by the State or Local Body or other Authority, including any further or increased levies, charge or taxes.
- (d) not let, sub-let, sell, transfer, assign or part with his/her/their interest under or benefit of this Agreement or part with possession of the Unit until all the dues payable by him/her/them/it to the Developers are fully paid up and only if the Purchaser/s has/have not been guilty of breach of non-observance of any of the terms and/or conditions of this Agreement and until he/she/they/it obtains the previous consent in writing of the Developers;

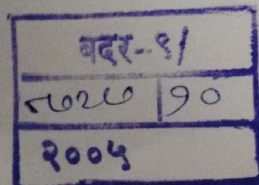


(e) Not demolish or cause to be demolished any walls or other structures at any time or make or cause to be made any new construction, additions or alterations of whatsoever nature on or in the said Industrial Estate or building or any part thereof, or change the elevation or the colour scheme of the said building verandah or gallery, without the previous consent in writing of the Developers and if it is found that the Purchaser/s has/have acted contrary to the various covenants under this Agreement or as a result thereof the Local Body or other Authority refuses or objects to the grant of Building Completion Certificate, in any such event, the Purchaser/s shall become liable to arrange for and obtain the same at the cost and expenses of the Purchaser/s, and the Developers shall be absolved from their responsibility of obtaining the Building Completion Certificate, and shall not be liable to other Purchasers of the nits and premises in the said building, in that behalf.

(f) The Purchaser/s shall at all times and at the Purchaser's cost and expenses keep all partition walls, sewers, drains, pipes of and in the said Unit and appurtenances thereto, in good tenantable repair and conditions, and in particular so as to support, shelter and protect the other parts of the said building, and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Columns or make other structural changes in the said premises, save and except with the prior written permission of the Developers and/or the Society or Body.

14. The Developers shall be at liberty subject to these presents to sell, mortgage, assign, transfer or otherwise deal with their rights, title and interest in the said property subject to these presents or their rights and benefits under said Agreement, without intimation to the Purchaser/s who shall not be entitled to raise any objection thereto subject to these presents.

15. Nothing contained in these presents is intended, nor shall be construed, to confer upon the Purchaser/s any right, title or interest of any kind whatsoever in, to or over the said premises or the said property or any part thereof, such conferment shall take place only upon the execution of the Deed of Conveyance of the said property with the building/s and structures standing thereon, including the said building. Such transfer being in favour



rights and obligations of the parties in all matter relating to premises, fixtures and amenities.

40. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if addressed to the Purchaser/s and sent by prepaid postal charges, under Certificate of

Posting, at the following address:-

801/RAJ-SUN-FLOWER,
ROYAL COMPLEX,
EKSAR RD, BABHAINAKA,
BORIVALI (WEST)
MUMBAI - 400091

41. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963, and the rules in force there under or any other provisions of the law applicable thereto.

42. The Stamp Duty, Registration charges and other expenses of and incidental to this Agreement and the registration thereof, shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall bear and pay the professional fees or charges of the Purchaser's Advocates/Solicitors, and of any other persons engaged or employed by the Purchaser/s.

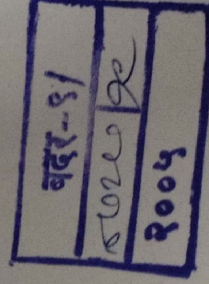
43. After execution of this Agreement, the same will be presented and lodged with the Sub-Registrar of Assurances at Bombay for registration thereof by the Purchaser/s, who shall pay the necessary Stamp Duty and registration charges and other fees in respect thereof, and shall intimate to the Developers the lodgement number and date in case the Agreement is lodged by the Purchaser/s, immediately thereafter, for the purpose of admitting the execution hereof by the Developers. If the Purchaser/s fails to do so, the Developers shall not be responsible for the delay of non-registration thereof and the consequence arising therefrom

In Witness Whereof the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.



THE FIRST SCHEDULE ABOVE REFERRED TO:

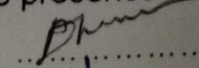
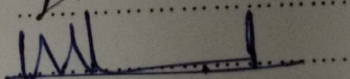
All those pieces or parcels of land bearing Plot No.68 and City-Survey No.580 admeasuring 1739.52 square metres situate at Village, Oshiwara,



Mumbai 400 (being part of Survey No.41 within the Registration District and Sub-district of Mumbai Sahar and Mumbai Upnagar and bounded as follows, that is to say –

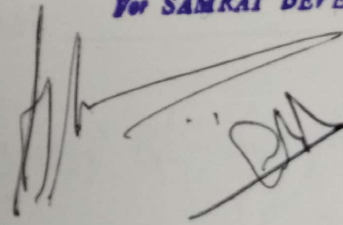
On or towards the East by: partly by Plot No. 67
On or toward the West by: partly by Plot No. B-69 and partly by 44' wide proposed Road
On or towards the South by: partly by Plot No. B-67
On or towards the North by: Plot No. B-69

Signed and Delivered by the
withinnamed Developers
M/s. Samrat Developers in
the presence of

1. 
2. 

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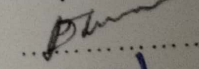
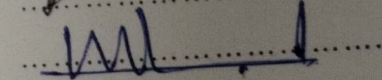
For SAMRAT DEVELOPERS.

 Members.

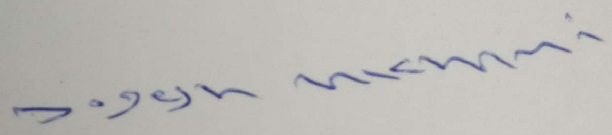
Signed and Delivered by the
withinnamed Purchasers

MR. YOGESH JIVANLAL LAKHANI

in the presence of

1. 
2. 

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Receipt

Received of and from the Purchaser/s the sum of
Rs. 34,00,000/- (Rupees Thirty four lac Only) as
and by way of earnest money by Cheque No. _____ dated _____
drawn on the _____ Bank Ltd.

[Signature]
For Sale Received.
Members.
M/s. _____

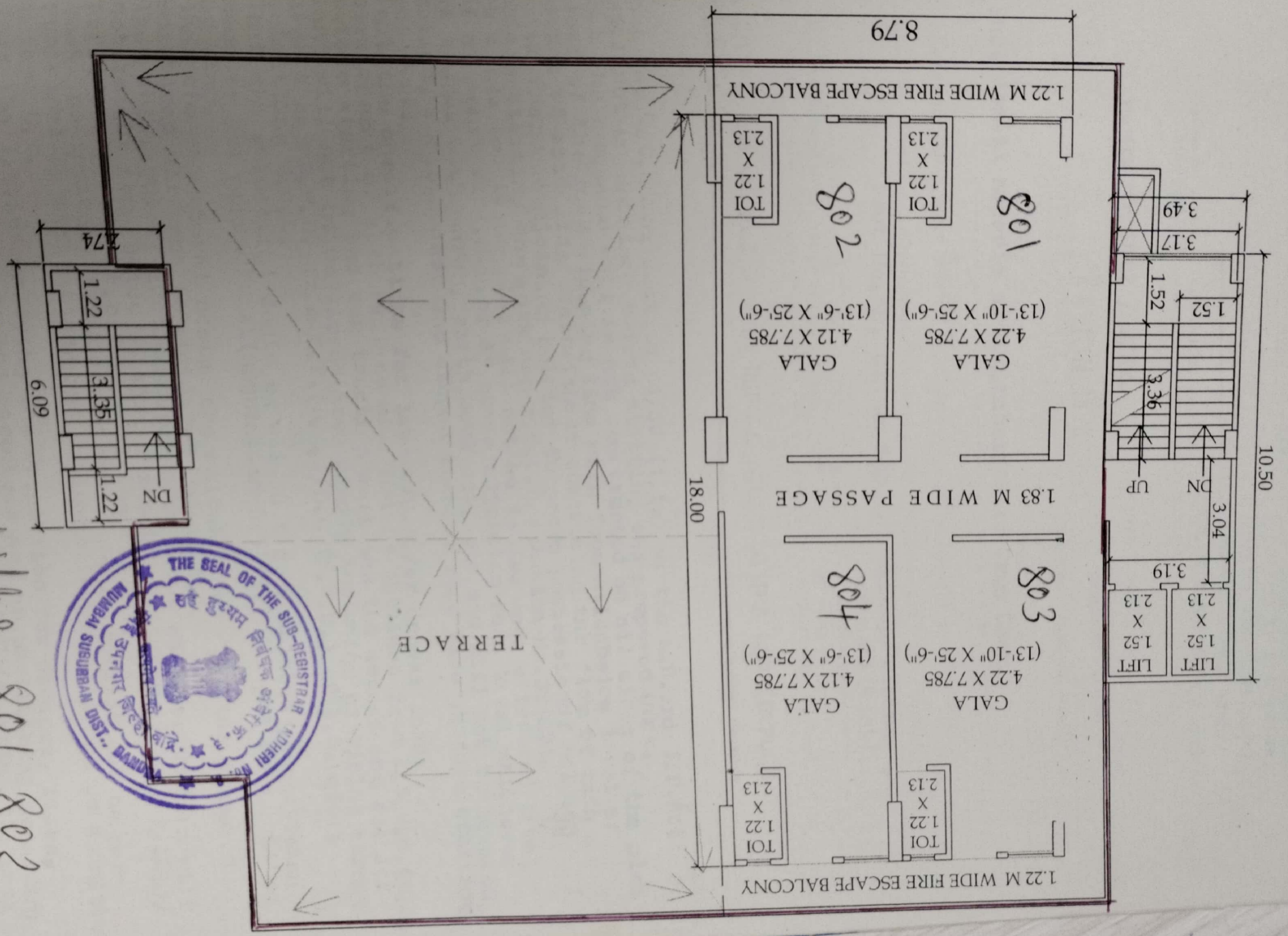
1,00,000/- by chq No. 132703, The Kapole Coop Bk, S.V. Rd Borivli (16-3-04)
9,00,000/- " " No. 020645, " " " (18-1-05)
10,00,000/- by chq No. 038232 " " " (20-5-05)
70,00,000/- by chq No. 038233 " " " (11-6-05)
1,00,000/- Total.



बदर-९/
२०२०/२९
२००५

EIGHTH FLOOR PLAN

PROPOSED BUILDING ON PLOT



SAMRAAT DEVELOPERS.
Members.

along with entire terrace on 8th floor,

801	802	803	804
-----	-----	-----	-----

Unit nos. 801, 802, 803 & 804,



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 6012 /WK/WS/AK of
COMMENCEMENT CERTIFICATE

This J.O.D. C.C. is issued subject to the provision of Urban Land Ceiling and Regulation Act, 1976

Ex. Engineer Bldg. Proposal (W. S.)
H. and - K Wards.
Municipal Office, R. K. Patkar Marg
Bandra (West), Mumbai-400 050

To, *Shri. Sanchit Kapadia* [5 JUN 2000]
Sh. M. Maheshtra Dny Chem.

Sir,
With reference to your application No. 8191 dated 11/01/96 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of *Ind. Bldg.* CTS No. *580*
at premises at Street *ASHIKAR* village *ASHIKAR* Plot No. *ASHIKAR*
situated at *Andheri West* Ward *K/ West*

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed *Shri. A. K. KULKARNI*
Asst. Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

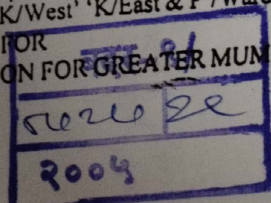
This CC is valid upto *23 JUN 2001*

Commencement Certificate is carrying out the work up to *top of Basement slab*

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

[Signature]
Executive Eng./Assistant Eng. Building Proposals
(Western Subs.) "H & K/West" "K/East & P"/Wards"

FOR
MUNICIPAL CORPORATION FOR GREATER MUMBAI



01/09/2005
4:30:07 pm

दुय्यम निबंधकः
अंधेरी 3 (अंधेरी)





दस्त गोषवारा भाग-1

वदर9

दस्त क्र 8727/2005

दस्त क्रमांक : 8727/2005

दस्ताचा प्रकार : करारनामा

नु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाक: योगेश जीवनलाल लाखानी - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: रॉयल कॉम्प्लेक्स ईमारत नं: - पेट/वसाहत: - शहर/गाव: बोरिवली प तालुका: - पिन: 91 पॅन नम्बर: - अे अे अे पी	लिहून घेणार वय 41 सही	 16499	
2	नाक: मे/- सम्राट डेव्हलपर्स चे मेंबर मोहम्मद अफझल अे गफार व अमरीश आर दफ्तरी तर्फे मुखत्यार मोहम्मद सलीम अे सत्तार - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: रिगल पॅलेस ईमारत	लिहून देणार वय 28 सही	 16499-40281	

वदर-९/१
८७२७ ३९
२००५





दस्त गोषवारा भाग - 2

वदर९

दस्त क्रमांक (8727/2005)

दस्त क्र. [वदर९-8727-2005] चा गोषवारा
बाजार मुल्य :8967000 मोबदला 3400000 भरलेले मुद्रांक शुल्क : 448350

पावती क्र.:8723 दिनांक:01/09/2005
पावतीचे वर्णन
नांव: योगेश जीवनलाल लाखानी - -

दस्त हजर केल्याचा दिनांक :01/09/2005 04:25 PM
निष्पादनाचा दिनांक : 31/08/2005
दस्त हजर करणा-याची सही :

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

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 01/09/2005 04:25 PM
शिकका क्र. 2 ची वेळ : (फी) 01/09/2005 04:29 PM
शिकका क्र. 3 ची वेळ : (कबुली) 01/09/2005 04:30 PM
शिकका क्र. 4 ची वेळ : (ओळख) 01/09/2005 04:30 PM

30800: एकूण

दु. निबंधकाची सही, अंधेरी 3 (अंधेरी)

दस्त नोंद केल्याचा दिनांक : 01/09/2005 04:30 PM

ओळख :

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

1) राजेश वोरा- - ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: सहकार

ईमारत नं: -

पेट/वसाहत: बोरिवली प

शहर/गाव:-

तालुका: -

पिन: 92

2) प्रकाश पटेल- - ,घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

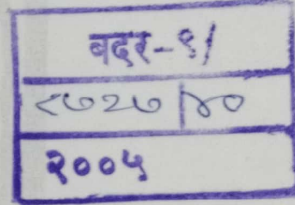
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



प्रमाणित करणेत येणे की, या
दस्तामध्ये एकूण ... पावे आहेत.

साह. दुय्यम निबंधक अंधेरी-क. ३,
मुंबई उपनगर जिल्हा.

निबंधकाची सही
अंधेरी 3 (अंधेरी)



वदर-९/८७२७/२००५

पुस्तक क्रमांक १, क्रमांक वर
नोंदला.

दिनांक: ०१/०९/०५

साह दुय्यम निबंधक, अंधेरी-३,
मुंबई उपनगर जिल्हा.