



Wednesday, January 31, 2007

2:57:28 PM

Original  
नोंदणी 39 म.  
Regn. 39 M

पावती

510

पावती क्र. : 779

दिनांक 31/01/2007

गावाचे नाव चांदिवली

दस्तऐवजाचा अनुक्रमांक वदर3 - 00766 - 2007

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव: विद्या टी देवाडीगा हे स्वतःकरिता व तेजराज आर देवाडीगा तर्फे  
मुखत्यार - -

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (55)	:-	1100.00
<b>एकूण</b>	<b>रु.</b>	<b>31100.00</b>

आपणास हा दस्त अंदाजे 3:12PM ह्या वेळेस मिळेल

दुय्यम निबंधक  
कुर्ला 1 (कुर्ली)

बाजार मुल्य: 2963620 रु. मोबदला: 5704000 रु.

भरलेले मुद्रांक शुल्क: 267800 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: पंजाब नॅशनल बँक मुं ;

डीडी/धनाकर्ष क्रमांक: 051930; रक्कम: 30000 रु.; दिनांक: 29/01/2007

दुय्यम निबंधक, कुर्ला-१  
मुंबई उपनगर जिल्हा.

3



**ICICI Bank**

Customer Copy

Deposit Br. Koenbra (20) Date: 29/01/07

Pay to : ICICI Bank Ltd. A/C Stamp Duty

Frinking Value	Rs. 267800.00
Service Charges	Rs. 10.00
Total	Rs. 267810.00

Name of Stamp duty paying party:  
 Mr. Tejraj R. Devadiga  
 Mr. Vidya T. Devadiga

Tran ID: [Blank]  
 Frinking Sr. No: [Blank]  
 Officer: [Signature]

Stamp Duty: 267810.00

Drawn on Bank: ICICI Bank

Drawn on: [Blank]

DD/Chitran: 101888

1962807

Received With Thanks

Stamp Duty

511



Through Mrs. Vidya T. Devadiga Constituted Attorney for Mr. Tejraj R. Devadiga

**AGREEMENT FOR SALE**

*[Signatures]*  
 Devadiga  
 Devadiga

THIS ARTICLES OF AGREEMENT made at Mumbai on this 29<sup>th</sup> day of Jan in the Christian Year Two Thousand 7 <sup>Seven</sup> BETWEEN TOSHIBA PROPERTIES PVT. LTD. a company incorporated under the provisions of the companies Act, 1956 having registered office at 215, Veena Beena Shopping Centre, Guru Nanak Road, Opp. Bandra Railway Station, Bandra (W), Mumbai 400 050, hereinafter referred to as "The Developer" (which expression shall unless it be repugnant to the context meaning be deemed to mean and include its successors and assigns) of the ONE PART AND Mr./Ms./Mrs. Tejraj R. Devadiga & Mrs. Vidya T. Devadiga of Mumbai, Indian Inhabitant having his/her (Proprietary/ Partnership firm, a Company incorporated under the Companies Act; "1956) having registered office address at 19/553, Pant Nagar, Chhatkopar (E), Mumbai - 400 075.

hereinafter referred to as "the Flat/Shop Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her heirs, present Partners for the time being constituting the Firm, survivor/s of them legal representatives, executors, administrators, successors and assigns) of the OTHER PART.

*[Signatures]*  
 Devadiga  
 Devadiga

1

ICICI Bank Ltd. Kalyani Building, Worli, Mumbai - 400050

Stamp Duty: INR 267810.00

Special Adhesive JAN 29 2007

58228

153807

Stamp Duty: INR 267810.00

Stamp Duty: INR 267810.00

Stamp Duty: INR 267810.00



WHEREAS:

- (a) By an Indenture of Conveyance dated 17th September, 1971 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BOM/R/4293 of 1971 and made and executed by and between Manubhai Amritlal Sheth for himself and as Karta and Manager of the Joint and Undivided Hindu Family consisting of himself, his wife, his son, his mother, his brothers their wives and children, therein referred to as the Vendors of the First Part, Rukmaniben Amritlal Sheth, Jitendra Amritlal Sheth, Narendra Amritlal Sheth, Jatin Manubhai Sheth, Shanta Manubhai Sheth, Leena Jitendra Sheth and Rama Narendra Sheth, therein referred to as the First Confirming Parties of the Second Part and Navinchandra Vallabhdas Sampat, therein referred to as the Second Confirming Party of the Third Part and Navinchandra Vallabhdas Sampat, Jyoti Gulabsinh Gajaria, Sursinh Bhimji Gajaria and Ramesh Jayantilal Oza, being the partners of M/s. N.G. Industries therein referred to as the purchasers of the Fourth Part, the Vendors with the consent of the Confirming Parties therein sold, transferred, conveyed and assured unto the Purchasers all that piece or parcel of land or ground hereditaments and premises being Plot No.2 of the Industrial Sub-Division situate lying and being in the revenue Village of Chandivali within Greater Bombay in the Registration Sub-District of Bandra, and in the District Bombay Suburban, admeasuring as per extract of the Property Register Card about 3309.6 sq. mtrs. and registered in the books of the Collector of the Land Revenue under Chandivli Survey No.4, Hissa No. I bearing G.L.S.No.119/409 together with factory building and other structures standing thereon at Sakinagar Road, Andheri (East) Mumbai 400 072 and more particularly described in the First Schedule thereunder written which is the same as described in the First Schedule hereunder written together with benefits of the covenants for production of title deeds specified in the Second Schedule thereunder written.
- (b) As per the development plan prepared by the Municipal Corporation of Greater Mumbai the said plot of land falls under Industrial Zone. The said M/s. N.G. Industries were carrying on factory activities with the permission of the Director of Industries, Government of Maharashtra etc. On or about in the year 1996, the owners M/s. N.G. Industries informed to the Director of Industries Municipal Corporation of Greater Mumbai and other concerned authorities for closure of their factories/unit activities. The said M/s. N.G. Industries made an application to the Municipal Corporation of Greater Mumbai for change of user from Industrial to residential in accordance with the provisions of D.C. Regulations and in response to the same Municipal Corporation of Greater Mumbai has allowed the change of user vide letter bearing No.CHE/I TO 1-5/DPES dated 14.01.1997 upon certain terms and conditions more particularly set out therein.
- (c) The provisions of Urban Land Ceiling Act is made applicable to the Greater Mumbai in the year 1976. The Owners M/s. N.G. Industries intended to carry out the redevelopment activities and therefore made necessary application to the Additional Collector and Competent Authority (ULC) Greater Bombay, Urban Agglomeration Bombay who by the order dated 23rd May 2003 bearing Ref.No.C/ULC/D-III-22/7312 has given permission for redevelopment of the said plot of land.



- SIB
- बदर-3
- 10/11/05
- 18/05
- (d) An application was made to the Municipal Corporation of Greater Mumbai for approval of proposed building plan and the same has been sanctioned vide Intimation of disapproval (IOD) bearing Ref.No.EB/CE/3919/BPES/AL/BS/A dated 3rd February, 2005 in respect of the said plot of land more particularly described in the First Schedule hereunder written.
- (e) By an Agreement dated 30.10.2004 duly registered with the Sub-Registrar of Assurances vide document No.BDR/3/10328/2004 dated 01.11.2004, the said M/s. N.G. Industries (therein referred to as "the Owners") on the one hand and the Developer herein (therein referred to as "the Developer") on the other hand, the said Owners have agreed to grant development rights and ultimately to sell, transfer and convey all its right, title and interest in respect of the plot of land more particularly described in the First Schedule hereunder written at the consideration and upon certain terms and conditions incorporated therein.
- (f) The Developer has made the payment of the entire agreed consideration to the said M/s. N.G. Industries and as such the Developer has been granted license to enter upon the plot of land more particularly described in the First Schedule written hereunder. The owners have granted General Power of Attorney in favour of the nominees of the Developer to enable the Developer to carry on development of the said plot of land. The aforesaid Agreement and Power of Attorney are subsisting and valid in all respects and not terminated and/or revoked in any manner.
- (g) The owners have also granted an irrevocable license to the developer to enter upon and remain on the said plot of land. The developer is desirous of construction of the building for residential user and as such through its architect applied for obtaining commencement certificate for construction of the proposed building. The Assistant Engineer Building Proposal of Municipal Corporation of Greater Mumbai has issued commencement certificate on 2nd March 2005.
- (h) The Developer is entitled to sell on ownership basis Residential Flats/Shops car parking spaces and other premises in the said building;
- (i) The purchaser/s has/have seen the building plans in respect of the said building as at present envisaged and approved by the Brihan Mumbai Mahanagarpalika under I.O.D. No. EB/CE/3919/BPES/AL/BS/A dated 03-02-2005.
- (j) At the request of the purchaser/s, the Developer has agreed to allot to the Purchaser/s on ownership basis Flat / Shop No. 401 on the 4<sup>th</sup> floor of the said building approved by the Municipal Corporation of the Greater Mumbai, and with/without the car parking space No.     .
- (k) The Purchaser/s has/have demanded from the Developer and the Developer has given inspection to the Purchaser/s of all the documents of title relating to the said plot of the land, the plans, designs and specifications prepared by the Developer's Architects and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and transfer) Act, 1963 (hereinafter referred to as "the Said Act") and the Rules made thereunder;
- (l) Copy of Certificate of title issued by B.R. Zaveri, Advocate for the Developer, copy of







515

No. 401 on 2<sup>nd</sup> floor in  
open car parking space/s  
2000

8. The Developer shall sell to the Purchaser/s Flat/Shop No. 401 on 2<sup>nd</sup> floor in the said building now being constructed on the said property (hereinafter referred to as "the said premises) without/along with \_\_\_\_\_ open car parking space/s No. \_\_\_\_\_ Plans in respect of the said premises and the open car parking space hereto annexed and marked as Annexure B.

9. The carpet area of the said flat/Shop is 699.34 sq. ft. Common areas and facilities for the said building, i.e. relative common areas and facilities for the said building, relative common areas and facilities for the said premises, percentage of undivided interest of the said premises in the common area and facilities of the said building as also the percentage of undivided interest of the said premises in the restricted common areas and other facilities provided on the floor on which the same are located are as per the particulars thereof as given in the Annexure annexed and marked "E" hereto. The aforesaid percentage is tentative and liable to be increased or decreased in the event of there being changes in the building plans.



10. The Purchaser/s shall pay to the Developer the sum of Rs. 57,04,000/- as the purchase price in respect of the said premises. The purchase price of Rs. 57,04,000/- is inclusive of Rs. \_\_\_\_\_ being the proportionate price of common areas and facilities of the said building. The said purchase price shall be paid by the Purchaser/s to the Developer as per the installments as under :

a)	Rs. 7,00,000/-	As earnest money; (the Developer doth hereby admit and acknowledge the receipt of the said amount);
b)	Rs. _____/-	On or before completion of plinth of the building.
c)	Rs. _____/-	On or before casting of the first slab of the said building;
d)	Rs. _____/-	On or before casting of the second slab of the said building;
e)	Rs. _____/-	On or before of casting of the third slab of the said building;
f)	Rs. _____/-	On or before casting of the fourth slab of the said building;
g)	Rs. _____/-	On or before casting of the fifth slab of the said building;
h)	Rs. _____/-	On or before casting of the sixth slab of the said building;
i)	Rs. _____/-	On or before casting of the seventh slab of the said building;

Handwritten signatures and marks at the bottom of the page.



J)	Rs. _____/-	On or before casting of the Eighth slab of the said building; <span style="float: right;">बदर-3 6EE   a</span>
k)	Rs. _____/-	On or before casting of the Ninth slab of the said building; <span style="float: right;">२००७</span>
l)	Rs. _____/-	On or before casting of the Tenth slab of the said building;
m)	Rs. _____/-	On or before casting of the Eleventh slab the said building;
n)	Rs. _____/-	On or before casting of the Twelfth slab of the said building;
o)	Rs. _____/-	On or before casting of the Thirteenth slab of the said building;
p)	Rs. _____/-	On or before casting of the Fourteenth slab the said building;
q)	Rs. <u>41,48,400/-</u>	On or before casting of the Fifteenth slab of the said building;
r)	Rs. _____/-	On or before casting of the Sixteenth slab of the said building;
s)	Rs. _____/-	On or before casting of the Seventeenth slab the said building;
t)	Rs. _____/-	On or before casting of the Eighteenth slab the said building;
u)	Rs. _____/-	On or before casting of the Nineteenth slab the said building;
v)	Rs. <u>2,85,200/-</u>	On or before casting of the Terrace slab of the said building;
w)	Rs. <u>14,26,000/-</u>	On or before completion of brick work of the said building;
x)	Rs. <u>14,26,000/-</u>	On or before completion of plaster (both internal and external) of the said building.
y)	Rs. <u>14,26,000/-</u>	On or before completion of floorings and tiling work of the said building;
z)	Rs. <u>14,26,000/-</u>	On completion of the construction work of the said building;



It is expressly agreed that the apportionment of Rs.           /- as the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said premises in the common area and facilities increase or decrease the intent of the parties being that the said premises are sold to and Purchased by the purchaser/s with all the appurtenant rights for the lump sum of Rs. 57,04,000/- In addition to the above, the purchaser shall pay to the Developer the sum of Rs.           /- (Rupees            only) towards car parking space.

11. It is expressly agreed and the Purchaser/s is/are aware that as a result of changes in the building plans of the said building, the share of the said premises and/or the purchaser/s in the said common areas and facilities may increase or decrease. The purchaser/s hereby expressly consent/s to such changes in the said share and hereby expressly authorize the Developer to so increase or decrease the said share of the premises and/or of the purchaser/s in the said common areas and facilities of the said building and/or the said property and the purchaser/s hereby irrevocably agree/s to accept the said share as changed as aforesaid.
12. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in clause 10 above shall be the essence of the contract. In the event of the purchaser/s making any default in payment of any installment of the purchase price on its due date the Developer will be entitled to terminate this agreement and in that event all the monies paid hereunder by the purchaser/s shall be refunded to the purchaser/s by the Developer (but without any interest, compensation, damage or costs) sixty days after the termination of this agreement and the Developer will be entitled immediately after the termination of this agreement to sell and/or dispose off the said premises in favour of any other party and the purchaser/s herein will have no right to object to such sale/disposal of the said premises by the Developer.
13. Without prejudice to the above and the Developer's other rights under this agreement and/or in law, the Developer may at his/their option accept from the purchaser/s the payment of the defaulted installment/s along with interest at the rate of 24% per annum for the period for which the payments has been delayed.
14. The possession of the said premises shall be given by the Developer to the purchaser/s on or before 31.03.2008 subject to the availability of cement, steel, water and other building materials and subject to strikes, civil commotion or any act of God such as earthquake, flood or any other natural calamity and acts or other causes beyond the control of the Developer. If the Developer shall fail to give possession of the said premises on the aforesaid date and/or such further date as may be mutually extended then it shall be at the option of the purchaser/s to terminate this agreement in which event the Developer shall forth with on demand refund to the purchaser/s all the monies paid by the purchaser/s to the Developer herein together with simple interest at the rate of 9% per annum from the date of receipt of the respective amounts by the Developer and until such amounts are refunded such amount and interest shall be a charge on the said property together

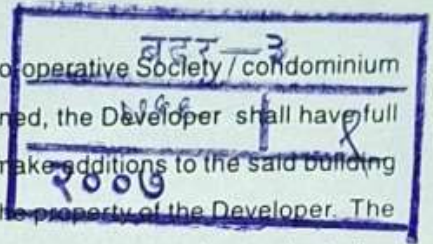


with construction (if any) thereon to the extent of the amounts due to the Purchaser/s provisions of this clause shall be subject to what is provided in Section 8 of the Maharashtra Ownership Flats Act, 1963.

15. Nothing contained in this agreement shall be construed so as to confer upon the purchaser/s any right whatsoever into or over the said property or the said building or any part thereof including the said premises. It is agreed by and between the parties that such conferment shall take place on the execution of the conveyance in favour of a co-operative society/on and registration of the condominium and execution of deed of apartment in favour of the purchaser/s as hereinafter mentioned.
16. The purchaser/s shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies, car parking spaces, terrace and other premises will remain the property of the Developer until the said building is transferred to the co-operative society/condominium as hereinafter mentioned, subject, however, to the rights of the Developer as herein stated.
17. It is hereby expressly agreed that the Developer shall be entitled to sell the premises in the said building for the purpose of using the same as residential/commercial purposes or such other user as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the purchaser/s shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly the purchaser/s shall not object to the use of the other premises in the said building for any permissible purposes by the respective purchaser/s thereof.
18. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said building shall always belong to the Developer and its shall be entitled to deal with and/or dispose of the same in such a manner as it may deem fit. In the event of the Developer obtaining permission from the concerned authorities for constructing one or more premises on the terrace then the Developer shall be entitled to sell such premises that be constructed by its on the terrace together with the terrace to such persons at such rate and on such terms as the Developer may deem fit. The Developer shall be entitled in that event to allow use of such entire terrace to the purchaser/s of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession of the purchaser/s (as owners) 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 shall be entitled to sell the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The society/condominium to be formed by the purchasers of premises as stated hereinafter shall admit as its members the purchaser/s 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 tank on the terrace with the exclusive right to storage tank for the said building being constructed or any other common facility being provided on the terrace then the society/condominium shall be entitled to depute its representatives to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable time and/or during such times as may be mutually agreed upon by the Purchaser of such premises on the terrace of the building.



19. Until execution of the conveyance and registration of co-operative Society / condominium and execution of deed of apartment as herein mentioned, the Developer shall have full right, if so permitted by the concerned authorities, to make additions to the said building and such additions (additional construction) shall be the property of the Developer. The Developer shall be entitled to dispose off such additional constructed area (including additional floors) in such manner as it may deems fit. It is expressly agreed and confirmed by the purchaser/s that the right of the Developer to put up additional floor/s on the said building is an integral part of this contract for the sale of the said premises to the purchaser/s and the purchaser/s hereby expressly agree/s that he/she/they will not in any manner object to the Developer carrying out any additional construction on the said building/ the said property. The purchaser/s hereby give/s his/her/their irrevocable consent to the Developer carrying out construction of additional floors/ areas on the said building or the additional structure on the said property as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the building plans as may be approved by the concerned authorities.
20. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the purchaser/s in respect of the said premises the Developer shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off its right, title or interest in respect of the said property. The Developer shall also be free to construct sub-station for electricity supply, office for co-operative society/condominium, covered and enclosed garage in open compound, underground and overhead tanks, structures, watchman's cabin, toilet units for servants, septic tank and soak pits for location of which are not particularly marked upon the ground floor plans or building plans of the said property. The Purchaser/s shall not interfere with the rights of the Developer by raising any disputes in the Court of law under Section 7 of Maharashtra Ownership Flats Act, 1963 and/or under any other provisions of any other applicable law. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the purchaser/s as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of building/s for implementation of the scheme for development of the said property.
21. As soon as the said building is notified by the Developer as complete each of the purchaser/s of the premises in the said building (including the Purchaser/s herein) shall pay the respective arrears of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said building. If any of the purchaser/s fail/s to pay the arrears in spite of the notice the Developer will be entitled to terminate the agreement with such purchaser/s and thereupon all the monies paid by such purchaser/s to the Developer in respect of the premises agreed to be purchased by him/ her/ them shall within sixty days of such termination be refunded by the Developer to the purchaser/ s.
22. The said building shall be constructed and completed in accordance with the plans and specifications as approved by the concerned authorities as aforesaid with such modifications thereto as may be made by the Developer as hereinabove set out.





23. The Developer shall in respect of any consideration amount remaining unpaid by the purchaser/s under the terms and conditions of this agreement will have first lien and charge on the said premises agreed to be allotted to the purchaser/s.
24. The said property with the said building shall be conveyed to a Co-operative Housing Society condominium to be registered for the said building / declaration under the provisions of Maharashtra Apartment Ownership Act, 1970. The said society/condominium shall be registered only after the said property shall have been fully developed and all the flats/shops and other premises in the said property are sold and disposed off and the entire dues have been received by the Developer. The purchaser/s shall become a member of the said society/condominium (which is to be formed and registered solely for the purpose of the said building) and the Developer shall execute the conveyance/deed of apartment in respect of the said property with the said building in favour of the said co-operative society/condominium. Until such conveyance is executed the right of the purchaser/s hereunder shall be confined only to the said premises and the purchaser/s and/or the society/condominium to be formed and registered for the purpose of the said building shall have no right on any portion of the said property. The conferment of right shall take place only in respect of the said property and the said building in favour of the co-operative society on the execution of the conveyance in its favour as aforesaid or registration of the condominium and the execution of deed of apartment under the provisions of Maharashtra Apartment Ownership Act, 1970.
25. The conveyance in respect of such co-operative society shall be executed/declaration shall be registered as required under the provisions of Maharashtra Apartment Ownership Act, 1970 only after the said property shall have been fully developed as aforesaid. Even after the co-operative society/condominium for the said building shall have been formed and registered as aforesaid the purchaser shall have been formed and registered as aforesaid the Developer shall have full right and authority to develop the said property and the entire floor space index of the said property as also additional FSI that may be obtained as and by way of TDR and/or under the other provisions of the Development Control Regulations as aforesaid shall continue to be under the ownership and control of the Developer who shall be entitled to utilize the same for its benefit in development of the said property and the purchaser/s and/or the said society/condominium to be formed and registered of the said building as aforesaid shall have no right of any nature whatsoever in respect thereof.
26. So long as the various premises in the said building shall not be separately assessed by the local body for the purposes of property taxes, water charges and rates, the purchaser/s shall pay the proportionate share of such taxes, rates and other outgoings assessed on the whole building. The purchaser/s shall tentatively pay Rs. 3450/- per month to the Developer for the above.

₹ 3450/-  
first lien  
₹ 3450/-



V. Devadiga ✓ V. Devadiga



27. The Developer shall be liable to pay only the Municipal rates and taxes at actual in respect of the unsold flats. In case the conveyance is executed in favour of the co-operative society before the disposal of the Developer of all the flats and other premises then, in such case, the Developer shall join and as and when such premises are sold to the persons of its choice and at the discretion of the Developer, the co-operative society condominium shall admit as members the Purchasers of such premises without charging any premium or any other extra payment.
28. The Purchaser/s shall maintain at his/her/ their own costs the said premises agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/ them and shall abide by all bye-laws, rules and regulations of the Government, local bodies and authorities, electricity supply company, the co-operative society and shall attend to, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this agreement.
29. The Purchaser/s agree/s to pay total consideration amount payable under the terms of this agreement as and when they become due and payable. Further the Developer is not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts due on the respective due dates or events.
30. The Purchaser/s hereby covenant/s with the Developer to pay consideration amount liable to be paid by the Purchaser/s under this agreement and to observe and perform the covenants and conditions in this agreement and to keep the Developer fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Developer. The Purchaser/s also agree/s and undertake/s to give all the facilities to the Developer to carry out additional construction work in the said building now under construction.
31. The Purchaser/s agree/s and undertake/s from time to time to sign and execute the application for the formation and registration of the society/condominium including the bye-laws of the proposed society/condominium within ten days of the intimation by the Developer. No objection shall be raised to the changes in the draft bye-laws as may be required by the Registrar of co-operative societies and/or other concerned authorities for condominium. The purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as the Developer may require him/her/them to do from time to time for safeguarding the interest of the Developer and the purchaser/s of other premises in the said building. Failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end. The purchaser/s shall ensure that as and when the Developer shall so require the co-operative society/condominium shall pass the necessary resolution confirming the right of the Developer as aforesaid to



carry out additional construction work on the said building and also confirming the right of the Developer to sell on ownership basis the additional premises in the said building to be constructed on the said property.

2000  
2000

32. The Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium to the concerned local authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said property and/or the various premises to be constructed thereon, the same shall be reimbursed by the purchaser/s to the Developer in the proportion of the area of the said premises to the total area of all the premises in the said building.
33. The Purchaser/s shall on demand, deposit with the Developer his/her/their proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Developer to the local authority or body concerned and/or any other concerned authority.
34. The Purchaser/s shall at the time of making payment of the installments mentioned as agreed herein will also pay to the Developer a sum as mentioned in Clause 42 which will be held by the Developer as deposit without interest and the Developer shall be entitled to utilize such deposits towards payment of taxes and other outgoings. In the event of the purchaser/s making any default in payment thereof regularly as agreed to herein by him/ her/them, the Developer will have right to take legal action against the Purchase/s for recovering the same. After the society condominium as aforesaid shall have been formed and registered the said building shall have been transferred and/or conveyed to the society/condominium the Developer shall hand over the said deposit or the balance thereof to such society/condominium.
35. The Purchaser/s shall allow the Developer and his surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said building and also for the purpose of cutting off the supply of water and other services to the premises of any other premises owners in the said building/s in respect whereof the purchaser/s or user/s or occupier/s of such premises as the case may be shall have committed default in payment of his/her/their share of the local body property taxes and other outgoings as also in the charges for electricity consumed by them.
36. In the event of the said society/condominium being formed and registered before the sale and disposal by the purchaser of all the premises in the said building the powers and authority of the society and the purchasers of the premises therein shall be subject to the powers of the Developer in all the matters of additional structures and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards any unsold premises and the sale thereof. The Developer shall have a



right to complete the said building and to sell and dispose of for their (i.e. Developer's) benefit all unsold premises in the said property.

37. The Purchaser/s shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said premises ~~or any part thereof~~ without obtaining prior written permission of the Developer. The purchaser/s shall keep the said premises, walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions and in particular the said building/s other than his/her/ their premises. The purchaser/s shall not or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/ them.
38. After the possession of the said premises is handed over to the purchaser/s, if any additions or alterations in or about or relating to the said building are required to be carried out by the Government, local authority or any other statutory authority, the same shall be carried out by the purchaser of various premises in the said building at his/her/ their own costs and the Developer shall not be in any manner liable or responsible for the same.
39. The Purchaser/s shall not do or permit to be done any act or thing which may render or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said building. However, it is clarified that this does not cast any obligation upon the Developer to insure the building or premises agreed to be sold to the purchaser/s.
40. After the said building and premises to be constructed by the Developer on the said property are complete and ready for occupation and after the society/condominium for the said building as aforesaid is registered and only after all the premises in the said building have been sold and disposed off by the Developer and the Developer shall have received all dues payable to them under the terms of the agreements with the purchasers of all the premises in the said building the Developer shall execute deed of apartment in favour of the purchasers/in favour of the said society a conveyance in respect of the said property and the said building/s as provided in clause 25. Until the execution of the deed of apartment/conveyance the possession of the said property and the said building/s and the premises thereon shall be deemed to be of the Developer and the purchasers who shall have been given possession of the premises agreed to be sold to him/ her/ them shall be merely a licensee thereof.
41. The Purchaser/s will lodge this agreement for registration with the sub-registrar of Assurance and the Developer will attend the sub-registrar and admit execution thereof after the purchaser/s inform them of the number under which it is lodged for registration by the purchaser/s.
42. All letters, circulars, receipts and/or notices issued by the Developer Dispatched under certificate of posting to the address known to him of the Purchaser/s will be sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually





516

discharge the Developer. For this purpose the purchaser/s has/have given the following address:

19/553, Pant Nagar, Ghatkopar (E),  
Mumbai - 400075.

43. The Purchaser / s shall at the time of making payment of the installments mentioned in clause 10 deposit with the Developer the following amounts :

2006  
2006

a)	Rs. 350=00	towards share money, application and entrance fee of the society / condominium
b)	Rs. 41400F	Towards advance maintenance charges, BMC Tax and other outgoings for period of 12 Months.
c)	Rs. 20,000F	Towards electric cable meter and water meter deposit / charges.
d)	Rs. 17,250F	Towards the development charges.
e)	Rs. 3000F	Proportionate share in costs, charges, expenses, legal charges of this agreement.
f)	Rs. 2000F	Lumpsum payment towards costs, charges and expenses for the formation and registration of the said society / condominium.
g)	Rs. 17250F	Proportionate share of taxes and other outgoings under construction.

In case there shall be deficit in this regard, the purchaser/s shall forthwith on demand pay to the Developer his / her / their proportionate share to make up such deficit.

The Account of amounts collected under this clause and referred to above shall be made up by the Developer after the registration of the Society of the Purchaser/ s of Flat/s and other premises and the balance, if any, after deducting, there from the amounts, if any, payable by the Purchaser/s to the Developer and in accordance with the provisions of this agreement, shall be paid over by the Developer to the society or body or the ad-hoc committee or Condominium if any, that may be formed, as the case may be. The Purchaser/s here by agree/s to pay such further amount or amounts to the Developer if any, of such deposit or payments referred to above are exhausted or is found to be insufficient to meet the expenses to be incurred by the Developer. The said advance payment of the maintenance charge made by the Purchaser/s with payment from the other Purchaser/s shall be kept in a separate account to be maintained and the said

Devadiga

Devadiga

Devadiga



amount or part thereof shall be utilized towards maintenance of the said property. The aggregate of the said deposits or such balance if any shall be transferred to the Co-operative society or a Limited Company or Condominium of flat owners to be formed or purchaser/s in accordance with the provisions of these presents subject to the Society/ Limited Company /Condominium giving an appropriate under-taking to utilize the deposit for the afore-said purpose. The purchaser agrees and under takes to also deposit before the time of taking possession of the premises an amount equivalent @ Rs.30/-[Rupees Thirty Only] per sq. ft. of the area of the said premises which shall constitute a Corpus Fund dedicated to maintenance of the common infrastructure and general amenities and facilities described in the third scheduled here under written and aggregate of the amounts so deposited by all purchaser/s shall be kept in a separate account or with any institution at the discretion of the Developer and the interest there on will be utilized for the purpose of maintenance of the common infrastructure and amenities and facilities. The deposit amount paid by each purchaser shall be non-refundable and will always form part of the Society by the above purpose. The said Corpus Fund will be paid to the Society/ Condominium by the Developer after the Society has executed the deed of Conveyance/Assignment and other documents for transferring the plot of land along with the Building in the name of the Society/ Condominium and registered the said transfer deed in its favour, after deducting the amounts recoverable/receivable from the Society from the maintenance account or against any demand made by the Developer to the Society or member of the Society in terms of the afore-said agreement. It is clearly understood and agreed by the Purchaser/s that the amount collected under this clause 43 except No. (a) & (b) are non-refundable and non-accountable by the Developer to the Purchaser/s or to the Society-However, the Developer shall not be liable for any act of commission or omission or any act of failure maintaining or repair or such common amenities and facilities by the reason of the fact that the amount stated in this clause is paid.

3000  
97



- 44. The Developer have availed loan facility from Bank of Baroda in connection with implementation of the scheme for development and have offered a security of the said property more particularly described in the 1<sup>st</sup> schedule here under written. The Developer have agreed to release the flat agreed to be sold herein and or to obtain discharge from Bank of Baroda prior to the delivery of possession of the said premises to the Purchaser's.
- 45. The Purchaser/s hereby agree/s that in the event of any amount by way of premium Security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/electric/cable connection for the said building or for any other purpose in respect of the said building or any other tax or payment of a similar nature is paid to the Municipal Corporation or State Government or becoming payable by the Developer the same shall be reimbursed by the purchaser/s to the Developer in



proportion in which the area of the said premises agreed to be acquired by the purchaser/s shall bear to the total built up area available for construction on the said property and in determining such amount, the decision of the Developer shall be conclusive and binding upon the purchaser/s.

46. It is further agreed between the Developer and the purchaser/s at the time of execution of deed of apartment in favour of the purchasers/conveyance in favour of the co-operative society, the purchasers and/ or the said society shall reimburse to the Developer IOD deposits and other refundable deposits paid by the Developer in respect of the said building.
47. The declaration and deed of apartments under the provisions of Maharashtra Apartment Ownership Act, 1970 and/or deed of conveyance and other documents for transfer of the title in and the building shall be prepared by the Developer's advocate/s and the same will contain such covenants and conditions as the said Advocate/s shall think reasonable and necessary having regard to the development of the said property.
48. Any delay or indulgence by the Developer in enforcing the terms of this agreement or any forbearance or giving time to the purchaser/s shall not be considered as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this agreement by the purchaser/s nor shall the same in any manner prejudice the remedies of the Developer.
49. The Developer shall be entitled to alter the terms and conditions of the agreement relating to the unsold/ additional premises in the said property of which the aforesaid premises form a part and purchaser/s shall have no right to object to the same.
50. The Purchaser/s himself/herself/ themselves with intention to bind all persons into whatsoever hands the said premises may come, doth hereby covenant/s with the Developer as follows :
- (a) to maintain the said premises at purchaser/s costs in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the said building in which the said premises is situated and also in the staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/ favour of the society/condominium in respect of the said property alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof.
- (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 construction of structure of the said building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, lifts, common passages or any other structure of the said building, including entrance/s of the said building



and in case of any damage is caused to the said building or the said premises on account of negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for the consequence of the breach.

- (c) To carry out at his/her/their own costs 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 Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the Developer in which the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or any other public authority. In the event of the purchaser/s committing any act of contravention of the above provision, the purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said building and to keep the portion, sewers, drains and pipes in the said premises and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other part of the said building and the purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the said premises without the prior written permission of the Developer and/or condominium/co-operative society. In case on account of any alterations being carried out by the purchaser/s in the said premises (whether such alterations are permitted by the concerned authorities or not) there shall be any damage to the adjoining premises or the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains) the purchaser/s shall at his/her/their own costs and expenses repair such damage (including recurrence of such damages).
- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the said building.
- (f) Pay to the Developer within 7 days of demand by the Developer his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said building.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the said premises by the Purchaser/s.
- (h) The Purchaser/s shall not let, sub-let, transfer, assign or part with purchaser/s interest or benefit factor of this agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the purchaser/s to the Developer under this agreement are fully paid up and only if the



purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and ~~until the purchaser/s has/have~~ obtained permission in writing of the Developer for the said ~~purpose~~. Such transfer shall be only in favour of the transferee as may be approved by the Developer.

- (i) The Purchaser/s shall observe and perform all the rules and regulations which the condominium/co-operative society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government or other public bodies. The purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/condominium regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- (j) Till the date of execution of declaration/Deed of conveyance in respect of the said property and the said building is executed the purchaser/s shall permit the Developer and his surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises and building or any part thereof to view and examine the state and condition thereof.
- (k) To observe and perform all the terms and conditions and covenants to be observed and performed by the purchaser/s as set out in this agreement (including the recitals thereof). If the purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Developer the amounts payable under the terms and conditions of this agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Developer shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this agreement shall cease and stand terminated. The purchaser/s herein agree/s that on the Developers re-entry on the premises as aforesaid all the right, title and interest of and purchaser/s in the said premises and under this agreement shall cease and the purchaser/s shall also be liable for immediate ejectment as a trespasser. The purchaser/s shall thereupon cease to have any right or interest in the said premises. In that event all the moneys paid hereby by the purchaser/s (except the outgoing apportionable to the said premises till the date of such determination) shall after sixty days of such termination be refunded by Developer to Purchaser/s.

51. Notwithstanding what is stated herein, it is specifically understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace unit/s on the \_\_\_ floor of the said building shall belong exclusively to the respective Purchaser of the terrace and such terrace spaces are intended for the exclusive use of the such Flat purchaser. The terrace shall not be enclosed by the Flat Purchaser till the



Permission in writing is obtained from the concerned local authority and the Developer or the Society/condominium as the case may be.

वै. सं. - ३
७६६   १९
२००१२

52. The terrace of the top floor of the building including the parapet wall shall always be the property of the Developer and the Agreement with the Flat purchaser and all other purchasers shall be subject to the said rights of the Developer who shall be entitled to use the parapet wall for any purpose including the display of advertisement, sign boards and the unit purchasers shall not be entitled to raise any objection or ask for any abetment in the price of the premises on the ground of inconvenience or any other ground whatsoever.
53. All the costs, charges and expenses in connection with preparation, engrossing, stamping and registering this agreement and the declaration under the provision of Maharashtra Apartment Ownership Act, 1970/conveyance and any other documents including this agreement required to be executed by the Developer or by the purchaser/s stamp and registration charges in respect of such documents transferring the said property and building in favour of the co-operative society/condominium as well as the entire professional costs of the Advocate/s of the Developer in preparing and/or approving all such documents shall be borne and paid by the society or proportionately by the members of such society. The Developer shall not contribute anything towards such expenses. The purchaser/s shall on demand pay to the Developer his/her/their proportionate share in regard to the above. The amount payable under this clause is in addition to the amount mentioned in clause no.43 hereinabove.
54. The flat purchaser shall be liable and or responsible to bear and pay within 7 days on the demand of Developers. The flat purchaser shall make the payment of all statutory dues, taxes, rates, etc, which may be leived/leviable either by the Central Government or State Government as the case may be in any event before taking possession of the flat. In the event of delay the purchase will be further liable to pay interest @ of 18% per annum.





519

**THE FIRST SCHEDULE ABOVE REFERRED TO.**

बदर-३  
18  
3309.8 sq. mtrs

All that entire piece or parcel of land or ground hereditaments and premises being Pt of No.2 of the Industrial Sub- Division situate lying and being in the revenue Village of Chandivli within greater Mumbai in the Registration Sub-District of Bandra, District Mumbai Suburban admeasuring as per Property Register Card 3309.8 sq. mtrs and registered in the books of the Collector of Land Revenue bearing CTS No.18/403 together with plinth standing thereon at Saki-Vihar Road, Andheri (East) Mumbai 400 072 and bounded as follows:

- On or towards the East : By property bearing CTS No. 11 (Pt) of Village Chandivli,
- On or towards the West : By adjoining road bearing CTS No.4(pt) of Village Chandivli.
- On or towards the North : By property bearing CTS No. 11 (Pt) of Village Chandivli.
- On or towards the South : By property bearing CTS No.39 & 37 of Village Chandivli.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**SPECIFICATIONS :**

- \* Building will be of R.C.C. frame structure.
- \* Walls will be of concrete block or brick masonry walls.
- \* Building will be finished with smooth plaster internally and cement ~~face~~ or any other decorative plaster externally.
- \* Doors will be of wooden frame with Nova Board finished with off paint and brass fixtures. Toilets will be provided with wooden panel shutters, Main door with Decorative handle and night latch.
- \* Windows will be of aluminium frame with Glass, shutters and fixtures.
- \* Building will be painted with cement paint externally. Internally it will be painted with colour wash.
- \* Plumbing and sanitation will be carried out through Licenced Agency as per rule and specification of Mumbai Municipal Corporation.
- \* Electric work will be executed through Licenced Agency, as per rules and regulations of B.S.E.S.
- \* The Building will be fenced along boundaries and open spaces will be paved as per requirements of Mumbai Municipal corporation.



**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**KITCHEN PLATFORMS**

- \* Granite platform with stainless steel sink.

**FLOORING / DADO**

- \* Living passage Grenamite / Ceramic Tiles.
- \* Bedroom Hall, Ceramic Tiles in flooring.
- \* In Kitchen Ceramic Tiles Dado above platform.
- \* Kitchen - Granamite / Tiles in flooring.
- \* Bath/W.C. Tiles / Dado full Height.

**ELECTRICWORK**

- \* Concealed copper wiring for all points.
- \* TV Dish Antenna point connection.
- \* G.I. Fittings.
- \* Concealed plumbing.

*Handwritten signatures and initials, including 'V. Desai' and 'V. Desai' with a checkmark.*



S18

बदर-३  
०६  
१९  
२००७

IN WITNESS WHEREOF the Developer and the Purchaser has/have hereunto set and subscribed his/her/their hands and seal the day and the year first hereinabove written.

SIGNED AND DELIVERED by the )  
withinnamed "Developer" )  
Toshiba Properties Pvt. Ltd. )  
Through its director )  
Shri Ramchand. B. Ludhiani

Toshiba Properties Pvt. Ltd.

*[Signature]*

Director

in the presence of )

- 1. *[Signature]* )
- 2. *Kailash* )

SIGNED AND DELIVERED by the )  
withinnamed "Purchaser/s" )

Through Mrs. Vidya T. Devadiga Constituted Attorney for Mr. Tejraj R. Devadiga

Shri/Smt/Mrs. Tejraj-R. Devadiga  
Mrs Vidya. T. Devadiga

*[Signature]*

In the presence of

- 1) *[Signature]*
- 2) *Kailash*



RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser/s a sum of Rs. 700000/- (Rupees Seven Lacs Only only) by Cheque No. 113212 dated 02/01/07 drawn on H.S.B.C Bank being the amount of earnest money or deposit to be paid by him/her/them to us as stated above. We say received

For Toshiba Properties Pvt. Ltd.

*[Signature]*

(Director)  
DEVELOPER

Witnesses:



ANNEXURE "E"

तदर-३	
७६६	२२
२००७	

- A) Common areas and facilities of the said premises in relation to the said building
- The said property on which the said building shall be constructed and the common service lines such as electricity, water drainage, common recreation areas.
  - The following facilities which will be located throughout the building:
    - Water tank located on the terrace above the 19th floor of the building.
    - Plumbing net-work throughout the building
    - Electric wiring net-work for common lighting (i.e. passage, balcony & compound) throughout the building.
    - Necessary light and water connection for drinking purpose only.
    - The foundations and main walls, columns, girders beams and roofs of the building.
    - All apparatus and installation existing for common
- B) The following facilities located in each one of the upper floors are restricted common areas and facilities restricted to the premises of respective floor.
- A lobby which gives access to the stairway from the said premises & fire escape balcony.
- C) Percentage of undivided share of the said premises.
- Common areas and facilities relating to the said building
  - Restricted common areas and facilities on particular floor of the said building on which the said premises is located

NB: The aforesaid statement is tentative and is liable to change in the event of their changes in the building plans of the said building.



*V. D. Desai*  
*V. D. Desai*



BHARAT R. ZAVERI  
B. Com., LL. B.  
ADVOCATE HIGH COURT

ANNEXURE "A"

बदर-३	
०६६	२३
२००७	

Off. 4-4A, Pravarlan 8,  
Shree Nagar Society, M. B. Road,  
Goregaon (W), Mumbai - 400 062.  
Tel. : 2873 8199

TO WHOMSOEVER IT MAY CONCERN

Ref: Plot of land bearing CTS No. 11 B/403 admeasuring about 3309.6 sq. mtrs bearing plot no. 2 of Industrial sub division situate, lying and being in the Revenue Village of Chandivli within the Greater Mumbai in the Registration Sub District of Bandra, District Mumbai Suburban.

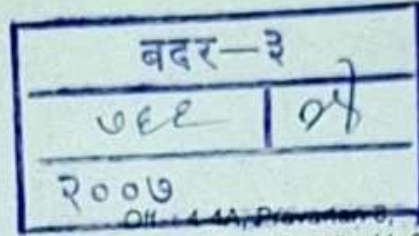
Sirs,

1. By registered Indenture of Conveyance dated 17<sup>th</sup> September 1971 and duly registered with the Office of Sub - Registrar of Assurances at Mumbai under Sr. No. BOM/R/493 of 1971 and made and executed by and between Manubhai Amrilal Sheth for himself and as Karta and Manager of the joint and HUF, of the First Part, Rukminiben Amritlal Sheth and Ors. of the Second Part and Navinchandra Vallabhdas Sampat of the Third Part and Navinchandra Vallabhdas Sampat, Jyoti Gopalbansinh Gajaria, Sursinh Bhimji Gajaria and Ramesh Jayantilal Oza Partners of the Firm M/s. N.G Industries of the Fourth Part hereby the party of the First Part with the confirmation of the Second and Third Part sold, conveyed, assigned and transferred all the right, title and interest in respect of the above referred plot of land alongwith the benefit of uninterrupted right of way as more particularly set out therein.
2. The Constitution of the said Partnership Firm has been changed from time to time and lastly consisting of Rameshchandra Baldevdas Shah, Bharat Mohanlal Shah, Ketan Mahendra Shah and Ashish Mahendra Shah as the Owners. The above referred plot of land is the property of the said Partnership Firm.
3. By the Registered Development Agreement dated 30<sup>th</sup> October 2004 executed between M/s. N.G Industries through its four partners namely 1) Rameshchandra Baldevdas Shah, 2) Bharat Mohanlal Shah, 3) Ketan Mahendra Shah and 4) Ashish Mahendra Shah on the one hand (therein

..2..



**BHARAT R. ZAVERI**  
B. Com., LL. B.  
ADVOCATE HIGH COURT



Shree Nagar Society, M. G. Road,  
Goregaon (W), Mumbai - 400 062.  
Tel. : 2873 8199

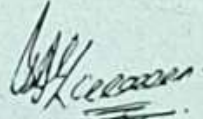
--2--

referred to as the Developers), the owners have granted the development rights to the developers in respect of the above plot of land. The Owners have granted and conferred to the Developers the right and authority and or power for development of the said plot of land.

4. At the instance of the said developers Toshiba Industries Pvt. Ltd., I have investigated the title of the said N.G Industries in respect of the above plot of land, issued the Public Notices in the Newspapers and taken search etc, and I am of opinion that the said plot of land is having clear and marketable title free from all encumbrances and beyond the reasonable doubts.

Dated this 14<sup>th</sup> day of April 2005.



  
(Bharat R. Zaveri)  
Advocate

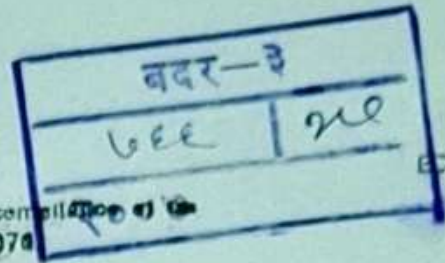












Form 346  
88

This I.O.D. is issued subject to compliance of the provisions of U.C. (C.M.) Act, 1978 in replying please quote No. and date of this letter.

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

No. E.B./CE/ CE/3919/BPES/AL BS/A 3 FEB 2005 of 200 - 200

MEMORANDUM

Municipal Office,

Mumbai .....200

Shri Ketan H. Mehta C.A. to owner M/s. N.G. Industries Ltd.

With reference to your Notice, letter No. 4593 dated 23-12-2004, 200 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Prop. residential building on land bearing CTS No. 11-B/403 of village Chandiyali, Kurla (W) to me under your letter, dated 200. I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to your under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by the collector.



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

1. That the commencement certificate under Sec. 45/69(1)(a) of the M.R. & T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
3. That the low lying plot will not be filled up to reduced level of atleast 92 T.H.D.or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc.and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specification for layout/D.P./or access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. before submitting building completion certificate.
5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him.
6. That the structural design and calculations for the proposed work considering seismic forces as per I.S.Code Nos.1893 and 4326 and for existing building showing adequacy thereof to take up additional load will not be submitted by him.



Brihanmumbai Mahanagarपालिका

CE/ 3919 /BPES/AL

बुदर-३

30 FEB 2005

7. That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.L.R.before applying for C.C.
8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.
9. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc.and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
10. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
11. That the requirements of N.O.C. of Reliance Energy. will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
12. That the NOC from Ch.E.(M&E) for Artificially ventilated system shall not be submitted
13. That the conditions mentioned in release letter of Executive Engineer (D.P.) under no. ChE/I to R/S dt. 14.1.1997 will not be complied with.
14. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.& his name and licence No.duly revalidated will not be submitted.
15. That the true copy of sanctioned layout sub-division /amalgamation approved under No CE/560/BPES/LOL dtd alongwith the terms and conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
16. That the extra water and sewerage charges will not be paid to Asst.Engineer, Water Works, 'L' Ward before C.C.
17. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
18. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.G. shall not be submitted.
19. That the notice under Sec.347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work
20. That this office will not be intimated in prescribed proforma for checking the opens spaces and building dimensions as soon as the work upto plinth is completed
21. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc.will not be submitted.
22. That the requirement of bye law 4© will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried on as per the requirement of Executive Engineer (Sewerage Project), Planning & completion certificate from him will not be submitted.
23. That the copy of Intimation of Disapproval conditions & other layout or sub division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.
24. That the N.A. permission from the Collector of Bombay shall not be submitted.

*C.V. Khandekar*  
3.2.05

**Dr. Chief Engineer (B.P.) E.S.**



Brihanmumbai Mahanagarपालिका

CE/ 3919 /BPES/AL F 3 FEB 2005 25

25. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction.
26. That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
27. That the carriage entrance shall not be provided before starting the work.
28. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on before starting the work.
29. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of abstracts form the District Inspector of Land Records, extracts from City Survey Record and conveyance deed etc.
30. That separate P.R.Cards for each sub-divided plots, road etc. will not be submitted.
31. That the debris will not be removed before submitting the building completion certificate and requisite deposit will not be paid before starting the work towards faithful compliance thereof.
32. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with
33. That the registered undertaking agreeing to form Co-op. Housing society will not be submitted before starting the work.
34. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
35. That the proposal for amended layout / sub-station shall not be submitted and get approved before starting the work and terms and conditions thereof will not be complied with
36. That the proposal will contravene the section 251 (A)(A) of the Mumbai Municipal Corporation Act.
37. That the remarks from Asst. Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with
38. That the capacity of overhead tank will not be provided as per P.F. form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate.
39. That the phase programme for infrastructure development will not be submitted and get approved and will not be developed as per phase programme.
40. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
41. That the N.O.C. from Pest Control Officer' L' Ward MCGM shall not be obtained.
42. That the board mentioning the name of Architect/Owner shall not be displayed on site.
43. That the NOC from Deptt. of Environment & Forest shall not be submitted.
44. That the notorised PAN no and photo of owners shall not be submitted.
45. That the surplus excavated earth if any from plot under ref. shall not be dumped on Municipal Corporation dumping grounds.

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

1. That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
2. That the requirement of N.O.C. from C.A.U.L.C. & R. Act will not be complied with before starting the work above plinth level.

*C.V. Khandekar*  
3-2/05  
Dy. Chief Engineer (B.P.) B.M.C.



बदर-३	
००८	३०
२००६	

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the ..... day of **2 FEB 2006**, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

*C.V. Khandekar*  
**Chf. Engineer (B.P.) B.M.C.**  
 Executive Engineer, Building Proposals,  
 Zone, ..... Words.

### SPECIAL INSTRUCTIONS

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner 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) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

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

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

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.)- of such building.

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property 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 punishable under Section 471 of the Act irrespective 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 is 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 Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471, if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

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

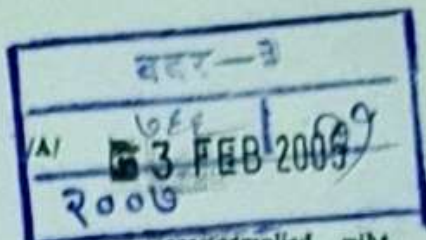
(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Your attention is drawn to the notes Accompanying this Intimation of Disapproval.



No. EB/CE/ 3919/ Ad

## NOTES



- (1) The work should not be started unless objections are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials 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 flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer with the required deposit 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 existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed 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 debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections 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 and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 125 cubic metres per 10 Sq. metres below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (a) 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 sanction 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





- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:—
- (i) Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
- (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
- (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoou which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all joints shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretressed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceedi g 1.5 cm. in diameter. The cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 60 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5(b).  
 (b) Lintels or Arches should be provided over Door and Window openings.  
 (c) The drains should be laid as require under Section 234-1(a).  
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

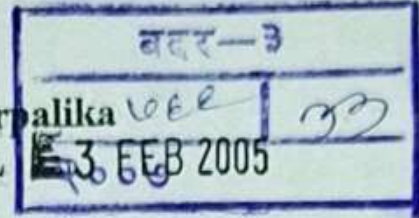
*E. V. Phandekar*  
 Dy. Chief Engineer (S.P.) Proposals  
 Zone - Fore - Wards

CERTIFIED TRUE COPY

*H. A. Mehta*  
 H. A. MEHTA, B.E. (C), A.M.I.C.E.  
 Architects & Engineers



Brihanmumbai Mahanagar Palika  
CE/ 3919 /BPES/AL



C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

1. That some of the drains will not be laid internally with C.I.pipes.
2. That the conditions mentioned in the clearance under No.C/ULC/D-III/Sec-22/7312 dt.23.5.2003 obtained from the competent authority under U.L.C. & R. Act 1976 will not be complied with and fresh ULC order showing revised area under road setback will not be submitted.
3. That the dust bin will not be provided as per C.E.'s circular No.CE/9296/11 of 26.6.1978.
4. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
5. That 10 ft.wide paved pathway upto staircase will not be provided.
6. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C.whichever is earlier.
7. That the name plate/board showing plot No.name of the building etc.will not be displayed at a prominent place before O.C.C./B.C.C.
8. That the parking spaces shall not be provided as per D.C.Regulation No.36.
9. 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.
10. That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.
11. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc.and that the workmanship is found very satisfactory shall not be submitted.
12. That three sets of plans mounted on canvas will not be submitted.
13. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
14. That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed
15. That adequate provision for post mail boxes shall not be made at suitable location on ground floor /stilt
16. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
17. That the garages will not be constructed and kept open type as approved and they will be enclosed without obtaining prior permission to that effect.
18. That the final NOC from S.G. shall not be submitted.
19. That the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with.
20. That the infrastructural works such as; construction of handholes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.

*C.V. Phandekar*  
3/2/05  
By. Chief Engineer (B.P.) E.E.C.



Brihanmumbai Mahanagarपालिका

CE/ 3919 /BPES/AL

बदर-३	
०६६	७०
२००७	
3 FEB 2005	

21. That the provision for rain water harvesting as per design prepared by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
22. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner.

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

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.
2. That the ownership of the recreation space/swimming pool /Club House shall not vest by provision in a deed of conveyance in all the property owners on account of whose holding the R.G./Swimming Pool Club House is assigned.

*C.V. Phandekar*  
22/05  
Dy. Chief Engineer  
(Building Proposals)(Eastern Suburbs)









2-JAN-00 0:30 H A MEHTA

02228087495

वदर-३
जे.ए.   १०६
२००७

P. 02

Cen. 116

- 2 -

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 Sri P.N. Watve <sup>Asst.</sup> ~~Executive~~

Engineer to exercise his powers and functions of the planning Authority under Section 45 of the said Act.

The C.C. is valid upto 31 MAR 2006  
C.C. upto plinth height for shops and c.c. upto  
Stilt slab level for part gr. Floor.

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

CERTIFIED TRUE COPY

*[Handwritten signature]*

H. A. MEHTA, B.E. (C), A.M.I.C.E.  
Architects & Engineers

*NW 2/3105*  
~~Assistant Engineer Building Projects~~  
~~Eastern Suburban District (Municipal Corporation)~~  
Eastern Subs  
FOR

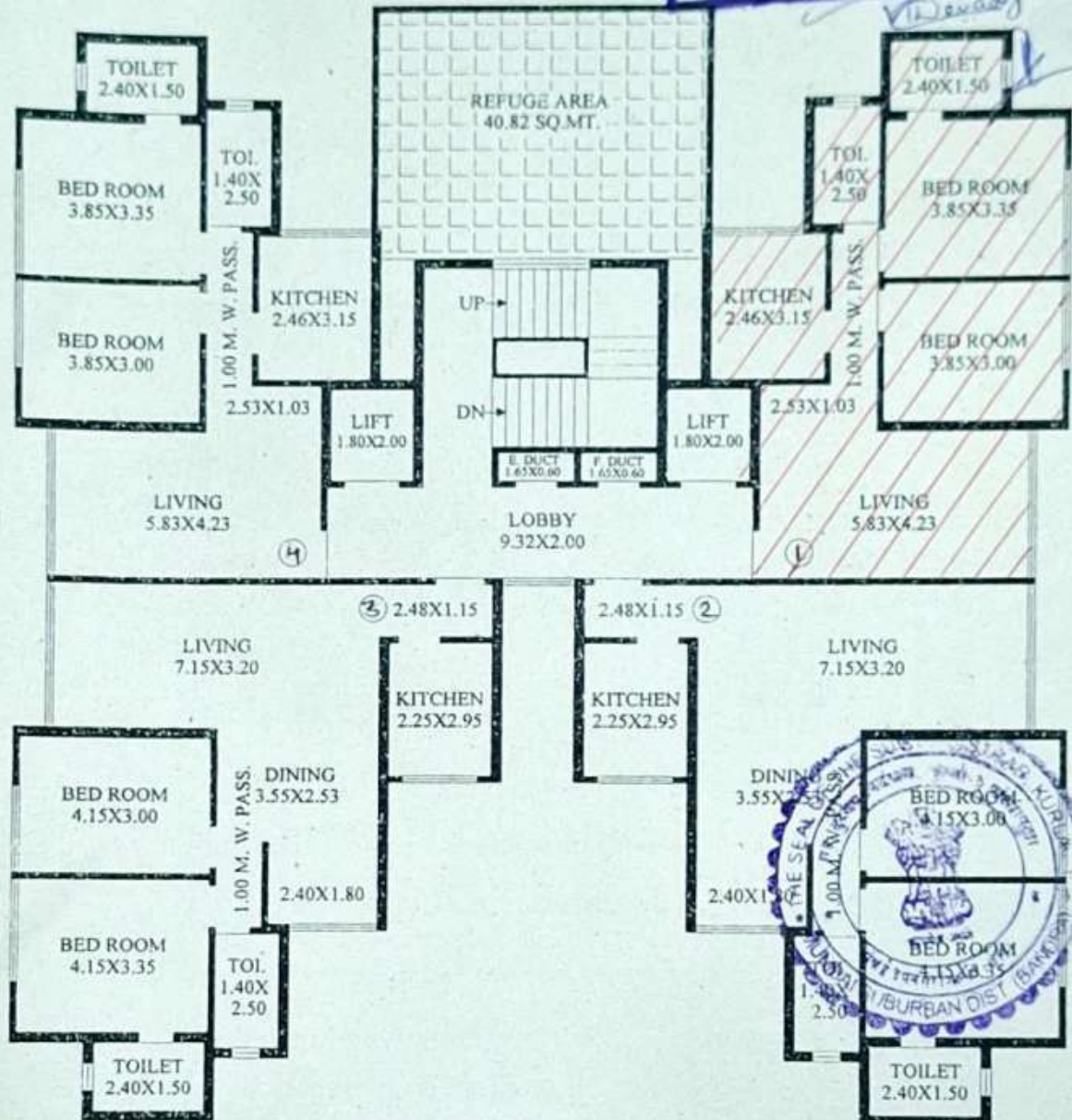
\*\*\*\*\*





बदल-3  
 088 130  
 2006 V. D. Mehta  
 V. D. Mehta

B-2273



REFUGE FLOOR PLAN  
 (4TH, 8TH, 12TH)

FLAT/SHOP NO. 401  
 FLOOR 4<sup>th</sup>

PROPOSED BUILDING ON PLOT BEARING  
 C.T.S. No.11B/403 OF VILLAGE CHANDIVALI  
 AT KURLA (WEST).

**H.A MEHTA**  
 ARCHITECTS & ENGINEERS  
 SONA THEATRE BLDG. 1ST FLOOR,  
 KANDIVLI (WEST), MUMBAI-4000 067.



# APPLICATION FORM

To,

The Chief Promoter/Chairman,

Co-operative Housing Society Ltd.

वदर-३
७६६ (Proposed/Registered)
२००७

Sir/Madam,

I/We the undersigned, Shri/Smt./M/s. TEJRAJ R. DEVADIQA  
VIDYA T. DEVADIQA hereby request you to admit me a  
Co-partner/Co-owner / Tenant / Member of your Society. My particulars are  
given below. :

- (1) Age 43 yrs. years ३१ yrs.
- (2) Occupation SERVICE.
- (3) Address (Res.) 19/553. Sheetal Co-op. Hsg. Society,  
Partnagar Ghatkopar (E) Mumbai-75

- (4) Monthly Income of the Applicant and of any other person on whom the  
Applicant is dependent Rs. \_\_\_\_\_

I have gone through the Proposed/Registered Bye-Laws of your Society  
and the Rules and Regulations thereunder and I undertake to abide by the same  
and with any modification that the Register may make in them.

I am remitting herewith Rs. 250/- towards the value of Five fully paid up  
shares of Rs.50/- each and Rs. 10/- as admission fee.

I am prepared to contribute \_\_\_\_\_ percent of total cost of the land,  
construction of the building thereon and the balance amount of which I expect  
to obtain as loan either from the Government or any other Financing Agency  
from which the Society may obtain loan in event of society being unable to  
obtain loan to the extent of his expectation, I am prepared to contribute further  
amount towards the cost of land and construction as the society may require. I  
have paid Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only)  
towards the cost of my flat.





I furnished my particulars, in form 'E' under schedule III attached to the Bye-laws as under :

1	2	3	4	5
Sr. No.	Name of the member/s	Particulars regarding residential building/s flats owned by him (in whole or in part) or by any other "member of hte family staying with him	Place where situated	Reasons why it is necessary to have a house/ plot from the Society
			वार्ड-३	
			०००	१३८
			२००६	



Attested by :

Yours Faithfully,

*V. D. Dandiga*  
*V. D. Dandiga*

Chief Promoter

Date \_\_\_\_\_

Flat No. \_\_\_\_\_

("The member of the family" as defined in section 6 of the Maharashtra Co-operative Societies Act, 1965 for the purpose of section 8 of the Act includes Wife, Husband, Father, Mother, Grand Father, Grand Mother, Step Mother, Son, Daughter, Step Son, Step Daughter, Grand Son, Grand Daughter, Borthor, Sister, Half Sisters and Wife of Bother or Half-Brother)