

100Rs.

Dadar -

24

Jayantilal Parmar -
62000063128



CNT-17 - 6 OCT 2004

DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION is made at Mumbai, this 5th day of November, 2004 between M/s. P.R. ENTERPRISES, a registered Partnership firm having their office at Agyari Lane, Tambli Naka, W - 400 601 hereinafter called "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last such survivor their his or her assigns) of the ONE PART AND (1) MRS. SHEELABEN J. PARMAR & (2) MR. JAYANTILAL C. PARMAR, both residing at B/16, Ahmed Unar Bldg., Opp. Dadar Station, Mumbai - 400 028 hereinafter called "THE FLAT PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the heirs, executors and administrators) of the OTHER PART.



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WHEREAS:

1. An Agreement for Sale dt. 22nd day of June, 2001 which was executed between the Builders and the Purchasers referred herein above for sale of flat being Flat No.602, 6th floor, Padmawati Dashaan Building, 'B' Wing, situated on plot of land bearing C.S. No.829, 1/829 & 830 Lower Parel Division, Mumbai - 400 013 for a lumpsum consideration of Rs.16,75,000/- (Rupees Sixteen Lakhs Seventy Five Thousand only) but the said Agreement was not lodged for Registration with the Registrar of Assurances at Mumbai.
2. The Purchasers have approached the Registrar's Office for Registration of the said Agreement dt.22nd June, 2001 which was drawn on stamp paper of Rs.20/- and the Registrar's Office directed them to get the said Agreement adjudicated since the executants have not paid proper stamp duty amount as chargeable on the document.
3. AND WHEREAS presently the Govt. of Maharashtra has declared Aljhay Yojana - 2004 under Bombay Stamp Act, 1958 wherein the declarant have submitted their document i.e. Agreement For Sale dt. 22.6.2001 for payment of proper Stampduty on 28.09.2004 by paying Rs.92,750/- as stamp duty and Rs.1,000/- as penalty and received further demand notices for payment of Rs.27,880/- being deficit stampduty alongwith Rs.210/-penalty for the same which they paid on 7.10.2004 and the said document i.e. Agreement For Sale dt.22.6.2001 have been duly certified by the D.I.G.(Enf.), Mumbai under Section 41 of the Bombay Stamp Act,1958 on 7.10.2004 (Market Value Rs. 20,23,500/- and Stampduty Charged Rs. 1,20,630/-)and now the said document is pending for registration.
4. The said purchasers are desirous of registering the said Agreement and it is necessary and expedient to confirm the said agreement dt.22nd June, 2001 and both the parties hereto in the interest of justice have agreed for the same.



* *[Signature]*
 * *[Signature]*

* *[Signature]*

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NOW THIS INDENTURE WITNESSETH that in the premises the Builders and the purchasers confirm that the Agreement dt. 22nd June, 2001 in respect of the sale of flat being Flat No.602, 6th floor, Padmaavati Durshan Bldg. 'B' Wing, situated on plot of land bearing C.S. No. 829, 1/829 & 830 of Lower Parel Division, Mumbai - 400 013 was duly executed and both the parties hereby declare that the said Agreement shall be admitted and taken as full and complete evidence thereof and may be acted upon all the rights and remedies permeade with regard thereto in like manner and effectually as if the execution has been admitted. Hereto annexed is the original Agreement dt. 22nd day of June, 2001.

THE SCHEDULE OF PROPERTY

Flat being Flat No.602, 6th floor, Padmaavati Durshan Building, 'B' Wing, situated on plot of land bearing C.S. No.829, Lower Parel Division, Mumbai - 400 013 admeasuring 675 sq. ft. carpet area situated on all those pieces or parcels of land or ground of Four Freehold tenure admeasuring 1933.36 sq. mtrs. as per Title deeds and 1927.27 as per C.S. property card situated, lying and being at N.M. Joshi Marg (formerly known as Delisle Road) bearing Cadastral Survey No.829, 1/829 and 830 of Lower Parel Division situated in the Municipal 'G-South' Ward of Brihan Mumbai Municipal Corporation.



IN WITNESS WHEREOF both the parties have hereto subscribed their respective hands and seals the day and year first herein above written.

SIGNED AND DELIVERED
By the withinnamed the "BUILDERS"
M/s. P.R. ENTERPRISES
the Party of the ONE PART
in the presence of.....

x [Signature]

SIGNED AND DELIVERED
By the withinnamed "PURCHASERS"
(1) MRS. SHEELABEN J. PARMAR
(2) MR. JAYANTILAL C. PARMAR
the Parties of the OTHER PART
in the presence of.....

x [Signature]
x [Signature]

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P. 1/1244/04

OFFICE OF THE

Dy. Inspector
General of Registration and Dy.
Controller of Stamps, (Enforcement)
Bombay, 1, South, 135950
Sankat Bhingawan, 400 024

पं. १-१२४४/०४
[पं. १२४४/०४]
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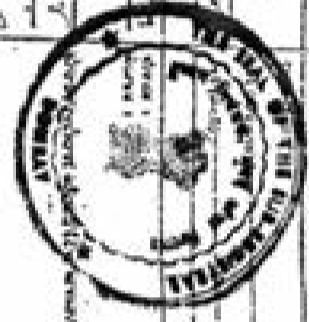
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6102002003 OFFICE OF THE

Dr. Inspector
General of Agriculture and Dr.
Commissioner of Agriculture, Department of Agriculture
Cebu City, Philippines

Dr. Inspector
General of Agriculture and Dr.
Commissioner of Agriculture, Department of Agriculture
Cebu City, Philippines

Personal copy given and not to recall
NATIONAL AGRICULTURAL UNIVERSITY
MORONG, LAOAG, ILOCOS NORTE
Date: 8-16, 1968
Under Bldg. Maintenance
and Operating Expenses available with
and without file



Penalty 200/-
Date: 8-16-68
Signature: [Handwritten Signature]
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COST 1102

बैंक ऑफ इंडिया (पब्लिक लिमिटेड)
 नॉन-कॉमर्शियल व कृषि विभाग,
 बाराक, राय

पुणे व. नं. १६, ६
 [दिनांक ११/११/२००४]
 बाराक ब्रांच

चौक नं. ११-२१०१००१

यदि कृपया ध्यान दें / ध्यानपूर्वक पत्र लिखें कि तदर्थ कागज
 कौनसे नंबर पर / कौनसे दिनांक पर

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3/11/2004

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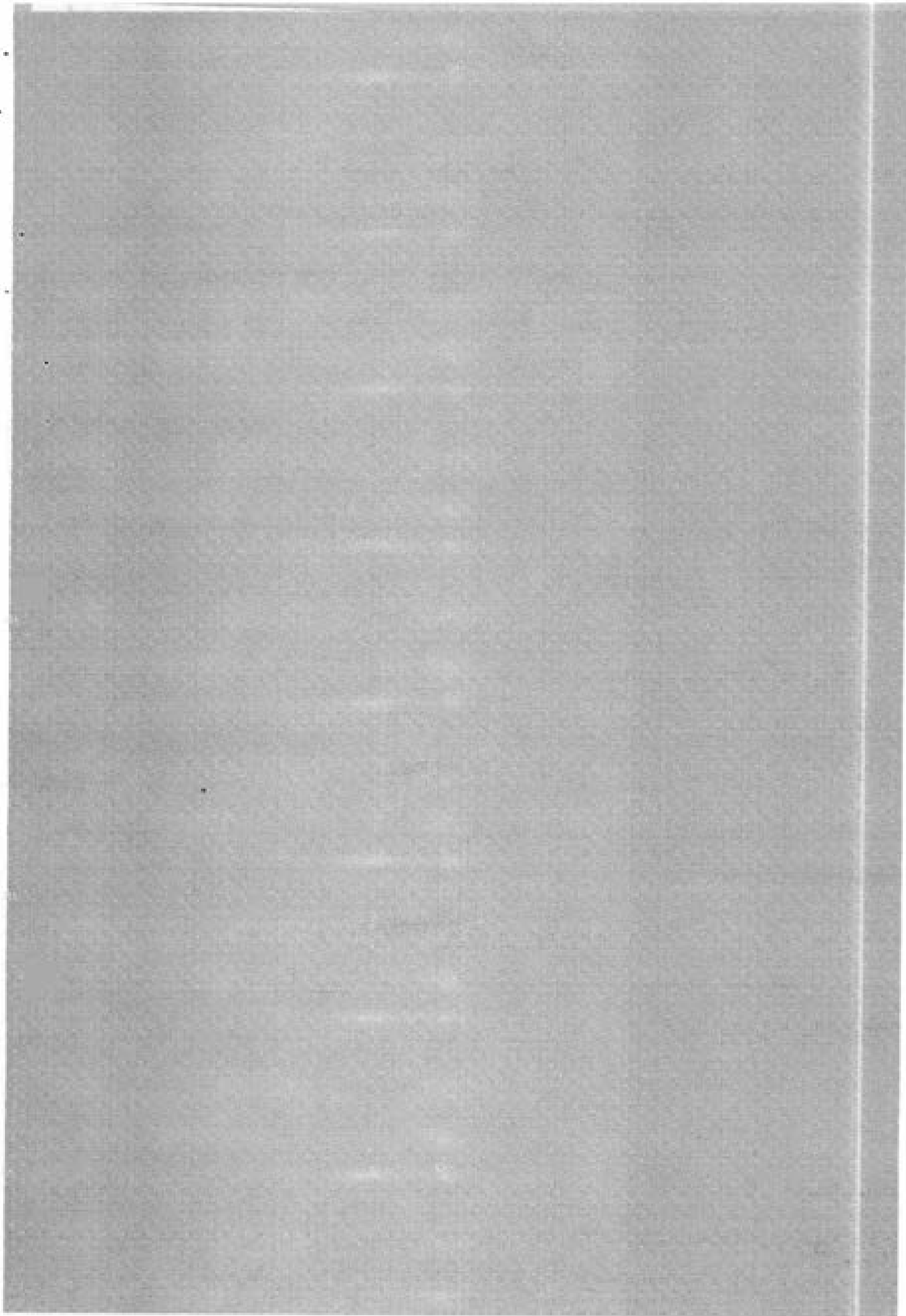
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भारतीय रिज़र्व बैंक 0313105
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 CHALLAN ACKNOWLEDGMENT
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 BOOK STAMPS AND REGISTRATION
 SHEELARAJ J. PHARAMAN & OTHERS
 ₹ 20,735.00
 Twenty thousand seven hundred thirty five
 Rupees only



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दस्ता गोपवारा भाग - 2

बखत

दस्ता क्रमांक (8854/2004)

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दस्ता क्र. (बखत-8854-2004) चा गोपवारा
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दस्ता क्रमांक 0020000 बखतीचे वर्ग :

Signature

21/00: बखतीचे वर्ग

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Signature

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ANNEXURE IS NOT REGISTERED

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पारदर्शी चीन्हा वाचणीत ६. ४३० २५२५ 22 JUN 2001
महाराष्ट्र मुद्रा अधिकार कर्त, मुंबई, मुद्रा - २६.
पाठानुसार मुद्रा किंवा ५, १००, १०००
प्रमाणे B-51, Ahmed Umair Building, Opp. Dadar, Mumbai
सर्वे मालकी मुद्रा मुद्रा किंवा

AGREEMENT FOR SALE

ANNEXURE IS NOT REGISTERED

ARTICLES OF AGREEMENT made at Mumbai this 22nd day of June
in the Christian Year Two Thousand One BETWEEN M/s. P.R.
ENTERPRISES, a registered Partnership firm having their office at Agyari
Lane, Tembhi Naka, Thane (W) - 400 601 hereinafter called "THE
BUILDERS" (which expression shall unless it be repugnant to the context
or meaning thereof be deemed to mean and include the partners or partner
for the time being constituting the said firm, the survivors or survivor of
them and the heirs, executors and ~~representatives~~ the last such survivor
their his or her assigns) of the One



(1) MRS. SHEELABEN JAYANTILAL PARMAR (2) MR. JAYANTILAL
CHATRABHANJI PARMAR both adults, Indian Inhabitant of Mumbai
addressed at M/s. Onimix Appliances Pvt. Ltd., B-1 / 6, Ahmed Umar
Building, Opp. Dadar (Western Railway Station), Mumbai - 400 028.

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A.V. 16,75,000/-

M.V. 20,23,500/-

ANN/P/3868/1344/04
Certificate 41 of the Bombay Stamp Act 1958.

No. The _____
Office of the D.I.C. (Revenue)

Received from S. I. Patil
resident of Ambedkar Bldg. M-78,
Thousand Six Hundred and Thirty
one Lakhs and Thirty
three thousand and
seven hundred and
thirty rupees only.
Certified under Section 41 of the Bombay Stamp Act 1958 that the proper duty of the Rs. 1210 and one Lakhs and
thousand six hundred and
thirty rupees only.
7/10/04
20/11/04

By Inspector General of Registration
and Dy. Controller of Stamps
(Bombay)

Subject to the Provisions
of Section-53-A of The
Bombay Stamp Act. 1958

NOT RECORDED



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2008



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hereinafter called "the Flat/Shop Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors and administrators) of the Other Part:

WHEREAS

(a) By an indenture of Conveyance dated 29th August, 1968 registered at Bombay under Serial No. P BBE/1290/1968 and expressed to be made between MEHERWAN NADIRSHAH therein called the First Vendor of the First Part and MEHERWAN NADIR SHAH, RUSTOM K. FRAMJEE and SOLI J. SORABJEE therein called the Second Vendors of the Second Part and the Builders herein therein called the Purchaser of the Third Part whereby the said MEHERWAN NADIRSHAH as the First Vendor and MEHERWAN NADIRSHAH and two others abovesaid for the consideration therein mentioned sold granted transferred and assigned unto the Builders abovesaid All those pieces and parcels of land bearing Cadastral Survey Nos. 829, 1/829 and 1/830 of Lower Parel Division situated in the "C" ward of Bombay Municipal Corporation measuring as per Title Deeds 1933.36 sq.mtrs. and as per C.S. Cards / PR Cards 1927.27 sq.mtrs. being pieces of land with structures standing thereon more particularly described in the First Schedule thereunder written being more or less the same as the Schedule hereunder written thereafter for the sake of brevity referred to as the said property):

(b) In the possession of the Builders abovesaid are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property.



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(c) By making compromises and the settlements with the tenants on the said property the Builders have obtained the vacant possession and have cleared the ground and are in the process of constructing a multi-stories building thereon as per the approved Plans approved under No. ED/1123/G/3

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Solely
Shah

Handwritten initials:
M.A.

(d) The Flat/Shop Purchaser/s have demanded from the Builders and Builders have given inspection to the Flat/Shop Purchaser/s Buyer/s as also have supplied to the Flat/Shop Purchaser/s copies of the documents of title relating to the said property including the documents hereinabove recited and the plans, designs and specifications prepared by the Builders' Architects and such other documents and papers as are specified under the Maharashtra Ownership Flats Act, 1963 and the Rules framed thereunder.

(e) A copy of the certificate of title issued by M/s. Mahesh Jani & Co. is hereto annexed and marked as Annexure "A".

(f) EXTRACT OF PROPERTY CARD SHOWING THE TITLE OF THE OWNER IS ANNEXED HERETO AS Annexure "B".



List of Amenities to be supplied and provided by the Builders to the Flat/Shop Purchaser/s is hereto annexed and as Annexure "C".

(h) While sanctioning the said plan Municipal Corporation of Greater Mumbai has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Builders while developing the said property and upon due performance and compliance thereof the Municipal Corporation of Greater Mumbai shall issue Occupation/ Completion certificate in respect of the said building being constructed by the Builders.



(i) The Flat/Shop Purchaser/s applied to the Builders for allotment of the Flat/Shop/parking place / garage No. 602/B on the 6th floor in the said building proposed to be known

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as "PADMAWATI DARSHAN" being the building under construction on the said property by the Builders.

(j) Under Section 4 of the Maharashtra Ownership Flats Act, 1963 the Builders are required to execute a written Agreement for sale of Flats/Shops/Parking place/garages with the Flat/Shop Purchaser/s and the Builders have, therefore, entered into this Agreement in writing to be registered under the Indian Registration Act, 1908 required under the Maharashtra Ownership Flats Act.

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

1. The Builders / Promoters are constructing and shall construct the said building consisting of ground and ____ upper floors on the said property in accordance with the plans, designs, specifications approved by the concerned local authority which have been seen and approved by the Flat/Shop Purchaser/s with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority and the Government to be made in them any of them.

Provided that if such variation or modification adversely affect the Flat/Shop/Garage/Parking Space the Builders shall have to obtain prior consent in writing of the Flat/Shop Purchaser/s in respect of such variations or modifications which may adversely affect the Flat/Shop/Garage agreed to be purchased by the Flat/Shop Purchaser/s under this Agreement.

2. The Flat/Shop Purchaser/s hereby agree to purchase from the Builders and the Builders hereby agree to sell the flat/



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Shop Purchaser/s one Flat/Garage/Shop No. 602/B of carpet area measuring 675 sq. sq.ft. (equivalent to sq.mtrs.) (which is inclusive of the full area of balconies and other common proportionate areas) on 6th floor of the said building as shown in the floor plan thereof hereto annexed (hereinafter referred to as "the flat") for the lumpsum price of Rs. 16,75,000/- (Rupees Sixteen lacs Seventy five Thousand only) including the proportionate price of the common areas and facilities appurtenant to the flat. The Flat/Shop Purchaser has paid to the Builders on or before the execution of this agreement a sum of Rs. 1,75,000/- (Rupees One lac Seventy five Thousand only) hereby agree to pay the Builders the balance amount of Rs. 15,00,000/- (Rupees Fifteen lacs only) in the following manner :

- (1) { Rs. /- (Rs. only) on construction of plinth.
- Rs. 6,00,000/- (Rs. Six lacs only) on construction of each slab.
- Rs. 3,00,000/- (Rs. Three lacs only) on walling.
- (4) / Rs. 1,00,000/- (Rs. One lac only) on construction of doors and windows.
- (5) Rs. 1,50,000/- (Rs. One lac fifty Thousand only) on Flooring.
- (6) Rs. 2,50,000/- (Rs. Two lacs fifty Thousand only) on Plaster (Internal and external).
- (7) (Rs. Fifty Thousand only) on Sanitary Fitting & Plumbing.
- (8) (Rs. Fifty Thousand only) on at the time of occu

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3. It is hereby expressly agreed that the time for the payment of each of the aforesaid instalments of the consideration amounts shall be the essence of the contract. All the above respective payments shall be made within seven days of the builders sending a notice to the flat/shop purchaser calling upon him/her/them to make payment of the same. Such notice is to be sent under certificate of posting at address mentioned hereinafter to the Flat/Shop Purchaser and such posting will be sufficient discharge to the Builders.

4. Without prejudice to the builders rights, under this agreement and/or in law, the flat purchaser agrees to pay to the Builders/Promoters interest at the rate of 18% per annum, or as such rate as Builders/Builders may agree on all such amounts which may become due and payable by the flat purchaser to the promoter under the terms of this agreement from the date the said amount is payable by the flat purchaser to the Builders.



On the Flat/Shop Purchaser's committing default in payment on due date of any amount due and payable by the Flat/Shop Purchaser to the Builders/Promoters under this agreement (including his/her proportionate share of taxes levied by the concerned local authority and other Builders outgoings) and on the Flat/Shop Purchaser committing breach of any of the terms and conditions herein contained, the Builders shall be entitled to at Builders own option to terminate this agreement.

David
Sharma



at the power of termination hereinbefore contained shall not be exercised by the Builders/Promoters unless and until the Builders / Promoters shall have given to the Flat/Shop Purchaser fifteen days prior notice in

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writing of the Builders / Promoters intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat/Shop Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice (reasonable time is agreed by the both the parties as twenty-one days from the day of issue of notice). Provided further that upon termination of this agreement as aforesaid, the Builders shall refund to the Flat/Shop Purchaser the earnest money and all other amounts which may till then have been paid by the Flat/Shop Purchaser to the Builders but the Builders shall not be liable to pay to the Flat/Shop Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders by Bank draft/pay slip at the address given herein, under postal certificate post by registered post A.O. as the builders may deem fit. the Builders shall be at liberty to dispose off and sell the flat such persons and at such price as the Builders may in their absolute direction think fit.



6. The fixtures, fittings and amenities to be provided by the Builders / Promoters in the said building and in the flat are those as described in Annexure "C" hereto.

7. Commencing a week after notice in writing is given by the Builders to the Flat/Shop Purchaser/s that the flat is ready for use and possession irrespective of whether the possession of the flat has not in accordance with the provisions of clause 4 of this agreement, the Flat/Shop Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said property and buildings, namely local taxes, betterment charges and such other levies by the concerned local

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authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property/building/s. Until the said society/limited company is formed and the said property and buildings are transferred to it, the Flat/Shop Purchaser/s shall pay to the Builders/Society/Company such proportionate share of outgoings as may be determined. The Flat/Shop Purchaser/s further agree/s and undertakes that till the flat/Shop Purchaser/s share is so determined the Flat/Shop Purchaser/s shall pay to the Builders/Co-op. society/Company provisional monthly contribution of Rs. 2,000/- per month towards the outgoings. The



amounts so paid by the Flat/Shop purchaser/s to the Builders not carry any interest and remain with the Builders till necessary transfer deed is executed in favour of the society or limited Company, subject to provisions 6 of the said Act. On transfer deed being executed, the aforesaid deposit (including the deductions provided for under this agreement and/or actually spent expenses) shall be paid over by the Builders to the society or limited company as the case be. The Flat/Shop Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the day of each and every month in advance and shall not withhold the same for any reason whatsoever. However,

*Approved
J. S. Chahal*

further sum of Rs. 24,000/- (Rupees Twenty Four Thousand only) equivalent to twelve months maintenance charges be deposited by the Flat/Shop Purchaser/s with the Builders before taking possession.



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8. The Flat Purchaser and other Buyers of premises in the said building have requested the Builders to make a Care-well

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by incurring expenses for usable water supply to the said building which the Builders have agreed to do upon a condition that the Flat Purchaser shall pay his/her/their proportionate share of the costs charges and expenses for making and constructing a Bore-well and the drainage and plumbing work in respect thereof as also the Flat Purchaser shall pay his/her/their proportionate share of maintenance charges in respect to the said Bore-well and the plumbing thereto as also pay his/her their proportionate share of municipal taxes from time to time.

9. It is specifically agreed and understood by and between the Builders and the Flat Purchaser and by other Purchasers of the premises (the other premises Buyers having signed and executed Agreement similar and identical to this one) if for any reason the BMC. On the basis of its policy do not give regular water supply to the building though ready for occupation for certain time as per BMC's time schedule and if on humanitarian ground the builders allow the flat purchaser and/or any other premises buyers (at sole discretion of builders alone) and obtain a temporary water connection from BMC on humanitarian ground then and in that event all costs, charges and expenses in respect to the obtaining of maintaining or renewal of the such temporary water supply shall be borne and paid by the Flat Purchaser and and the other premises Buyers proportionately from time to time till proper authorised regular water supply is made available to the said building by the BMC.

10. The flat purchaser shall on or before delivery of possession of the said premises deposit with the Builders the following amount :



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- (i) Rs. 2,000 /- for legal charges (Drawn on M/s. Mahesh Jain & Co.)
- (ii) Rs. 261 /- for share money, application entrance fee of the Society or Limited Company.
- (iii) Rs. 2,500 /- for formation and registration of the Society or Limited Company.
- (iv) Rs. 2,000 /- for proportionate share of taxes and other charges.
- (v) Rs. 2,000/- for water meter deposit/electric meter deposit.
- (vi) Rs. 1,000 /- for performance of this Agreement.
- (vii) Rs. 1,000 /- for betterment or development charges.
- (viii) Rs. — /- per square feet Contingent Clause No.33 (k) (i).

Bore-well or well charges (i)
 Rs. $\frac{1,000}{29,761} = 00$

NOT REFUNDABLE



The Builders utilize the sum of Rs. 29,761 /-)

Twenty Nine Thousand Seven Hundred Sixtyone paid by flat purchaser to the promoter for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Builders in connection with formation of the said society or limited company as the case may be preparing its rules, regulations and bye-laws and the cost of preparing and engraving this agreement, and the conveyance or deed of assignment of lease.

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12. The Builders shall maintain a separate account in respect of sum received from the Flat/Shop Purchaser/s as a share or deposits received on account of the share capital for the formation of the co-operative society



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or a limited company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

13. The Flat/Shop Purchaser/s agree and undertakes to pay all the amounts payable under this agreement as and when called upon by the Builders and the Builders/Promoters are not bound to give any notice and the absence thereof shall not be admitted as an excuse for non payments of any amount/amounts on the due dates. The Flat/Shop Purchaser/s further agree and undertakes to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Promoter indemnified against the said payments and observance and performance of the said terms, conditions and covenants to be performed by the Flat/Shop Purchaser/s under this



At the time of Registration, the Flat/Shop Purchaser/s shall pay to the Promoter the Flat/Shop purchasers share of stamp duty and registration charges payable, if any, by the said society or limited company, on the conveyance or any document or instrument of transfer in respect of the said property and/or any part thereof the said building to be executed in favour of the society or limited company. The Builders will not be bound and liable to pay any stamp duty or registration charges under this agreement or otherwise.

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15. The builders shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold flats/stalls/showrooms/garages. The Builders will bear the same if any payable and nothing shall be paid for such flats/stalls/showrooms/garages are sold.



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16. The Builders hereby declares that the floor space index available in respect of the said property is sq.mtrs. and proposed Floor space index is sq.mtrs. In case the floor space index has been utilized by the builders elsewhere, then the Builders shall furnish to the flat purchaser all the detailed particulars in respect of such utilisation of the said F.S.I. by them. In case while developing the said property the Builders have utilised any floor space index of any other land or property by way of floating F.S.I. then the particulars of such space index shall be disclosed by the Builders to the flat purchaser.

17. Till the time the society or limited company, is formed and registered the Builders will be permitted to have the then available F.S.I. on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures under the plan that may be approved by the local authority or the government of Maharashtra or any other competent authority so as to consume the entire available F.S.I. in respect of the said property that may be available but not sanctioned even after registration of the society. Such addition, structures, or floors, shall be the property of the Builders and the Builders will be entitled to dispose off the same in any manner as Builders may deem fit without adversely affecting the flat of the Flat/Shop purchaser even after transfer of the said property.

*Secretary
Builder*

18. The flat/Shop purchaser agrees and undertakes to permit and give the Builders all facilities for making any additions, alterations or putting up any additional structures or floors, on the said property till the society or limited company is

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formed and registered and the said property and the said building is transferred to the society and the work mentioned in clause 20 above is completed in full and possession of such flats/shops etc. are handed to the respective purchaser of such flats/shops/garages. The Flat/Shop purchaser agrees and undertakes not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

19. If any portion of the said property is acquired or notified to be acquired by the Government, or any other public body or authority the Builders till the society or limited company is formed and registered shall be entitled to receive all the benefits in respect thereof and/or the compensatory S.I. or all other benefits which may be permitted in lieu thereof. The Builders shall be entitled to use any additional or additional constructions that may be permitted by the body or concerned authority for any reasons whatsoever including P.S.I. in respect of any adjoining or neighbouring property, and or by way of benefits as T.D.R. under the D.C. Rule. Such additional structures and storeys will be the sole property of the Builders who will be entitled to dispose off the same in any way the Builders choose and the Flats/Shops Purchaser hereby irrevocably consents to the same. The Flat/shop Purchaser shall not be entitled to raise any objection or claims any abatement in price of the flat agreed to be acquired by him/her/them and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted floor space index is not available but not sanctioned at the time the property or limited company is formed or registered and the property is transferred then the Builders



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will have the absolute rights to put up additional construction and storeys and/or consume such balance and/or available space in/ on the said property by constructing further on the said property even after the registration of the society or company, and transfer of the property.

20. The Flat Purchaser shall not be entitled to any rebate and/or concession in the price at his/her flat on account of the construction of any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement boardings put up on the said property and/or the said building.

21. The Builders hereby agree to observe perform and comply with all the terms, conditions, stipulations and regulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plot here after.

22. The Builders hereby agree that they shall, before handing over possession of the Flat to the Flat/Shop Purchaser and in any event before execution of a conveyance / assignment of lease/lease of the said land in favour of a corporate body to be formed by the purchasers of flats/shops/garages in the building to be constructed on the said land (hereinafter referred to as "the Society" / "the Limited Company"), make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall as far as they are able to assure, that the said land is free from all encumbrances and that the Vendor/Lessor/Original owner/ the Builder has/ have absolute clear and marketable title to the said land so as to enable them to convey the said

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Society / Limited Company such absolute, clear and marketable title on the execution of a conveyance / assignment of lease of the said land by the Builders in favour of the said society/ Limited Company.

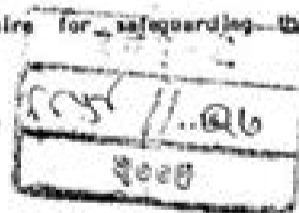
23. It is hereby expressly agreed that the Builders shall be entitled to sell the flats, shops, garages etc., in the said building and other structures on the said property for residential user or for any other permissible user in that behalf in such manner as they may deem fit on such terms and conditions as the promoter may deem fit without affecting or prejudicing the rights, of the flat/shop Purchaser in the flat under this agreement.



It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights of the Flat Purchaser in respect of the flat, the Builders shall be at liberty to sell, assign or otherwise deal with or dispose off his rights, title and interest in the said building and or in the said property or any part thereof or open land surrounding the said building and give them also as open parking space in any other manner the Builders deem fit including assign and/or give on lease or sub-lease or otherwise any portion or portions of the said property and the same shall be binding on the Flat/Shop Purchaser.

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25. The Flat/Shop Purchaser/s and the persons to whom flat is let, sub-let, transferred, assigned or given possession of (after having obtained first prior written permission of the Builders) to time, sign all applications, papers and documents and execute, deeds and things as the Builders and/or the Society may require for safeguarding the



the interest of the Builders and/or the other flat/shops/parking space/garage holder in the said building.

26. In the event of the Flat/Shop Purchaser attempting to and/or disposing off the flat or any part thereof to any persons or party (without the prior written consent of the Builders) this agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such event the amounts paid till then by the Flat/Shop Purchaser to the Builders under this Agreement shall be refunded to the Flat/Shop Purchaser without any interest and the Flat/Shop Purchaser shall have no right whatsoever in the flat under this Agreement or otherwise whatsoever.

27. The Flat/Shop Purchaser or his/her permitted transferee and/or transferees shall not change the user of any of the flats the aforesaid purposes at any time in future. The Flat/Shop Purchaser agrees to bear and pay increase in local 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 increase thereof or change of user or otherwise of the flat by the Flat/Shop Purchaser.

28. The Flat Purchaser shall have no right to use the terrace (except what is stated provided in the clause No.27) in the said building which shall be the exclusive property of the Builders whereby the Builders have right to further construction which they can sell to any one they like and to which the Flat Purchaser shall have no claim in the terrace or such sale

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with or without construction and the proposed society or incorporate body shall accept as their member or members in respect of additional flat or flat construction if and when done.

29. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the building, if any, shall belong exclusively to the respective purchaser of the terrace flat/s respective terrace flat/shop Purchaser/s. The said terrace/s shall not be enclosed by the said terrace Flat/Shop Purchaser till the permission in writing is obtained from the concerned Local authority and the Builders or the society, or the limited company as the case may be.

30. Till the time the society or limited company is formed registered and management and administration of the property handed over to the society the Builders shall have the right for the purpose of advertising open spaces in the said property including on the terrace/s either by putting up support and/or using compound walls for the said purpose on such terms and conditions as the Builders may desire. The said right and rents and profits therefrom shall continue to subsist for the benefit of the Builders even after the property is conveyed Builders to the society or limited company and the same shall be incorporated in the proposed conveyance. The Builders shall pay a sum of Rs.11/- per year to the society or limited company to be formed after the said property is conveyed to the society or limited company as such provided that if any Municipal rates, taxes, cesses, or other charges imposed on the owners of the said property in respect of any advertisement/hoarding put up on the terrace or any other portion of the said property same shall be borne and paid wholly

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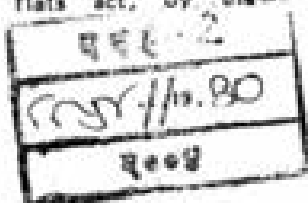
by the Builders or the Builders nominee / Assignee/Purchaser. The Builders or their Nominee / Assignee/Purchaser shall be exclusively entitled to the income that may be derived by display of such advertisement at any time thereafter. The Flat/Shop Purchaser hereby agree that he shall not be entitled to any abatement on prior of the said premises or to object of the same for any reason and shall allow the Builders, his agents, servants etc., enter into the said property including the terraces and other open spaces in the said building for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Builders shall be entitled to transfer or assign such right to any person or persons whom the promoter deem fit and the flat/shop purchaser or the society or limited company shall not raise any objection thereto.

Subject to what is stated herein, possession of the flat shall be delivered to the Flat/Shop Purchaser after the said building ready for use and occupation and the Flat/Shop Purchaser have complied with and/or having observed and performed all the terms and conditions of this agreement and the flat/shop Purchaser/s have paid all the payments due to be paid by him/her to the Builders from time to time without committing any default in payment thereof and on execution of conveyance.

21. The Builders shall give the possession of the flat to the Flat/Shop Purchaser/s on or before the day of _____ If the Builders fails or neglects to give possession of the flat to the Flat/Shop Purchaser/s on account of reasons beyond the Builder's control, the Builders shall be liable to the Flat/Shop Purchaser/s as per the provisions of Section 18 of the Maharashtra Ownership flats act, by the

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aforesaid date or the date or dates prescribed in section 8 of the said act then and the Builders shall be liable on demand to refund to the Flat/Shop Purchaser the amounts already received by the Builders in respect of the flat with simple interest at nine per cent per annum from the date the Builders received the sum till the date of the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that the dispute, whether stipulations specified in section 8 have been satisfied or not, will be referred to the competent authority who, will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders to the Flat/Shop Purchaser there shall, subject to prior encumbrances if any, be a charge on the said property as well as the construction of the building in which the flat is situated or to be situated.



Provided that the Builders shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date if the completion of building in which the flat is to be situated is delayed on account of :

- (i) non-availability of steel, cement, other building material, water or electric supply;
- (ii) War, Civil Commotion or act of God ;
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority.

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Jyotsna
Maha

23. The Flat Purchaser's shall check up all the fixtures and fittings in the flat before taking possession of the same. Thereafter, the Flat Purchaser shall have no claim against the Builders for any item, or work in the flat or in the building, which may be alleged not



to have been carried out and/or completed and/or being not in accordance with the plans, specifications, and/or this agreement and/or otherwise in relations thereto.

34. The Flat Purchaser shall take possession of the flat/shop as stated in clause 28 within seven days of the Builders giving written notice to the Flat/Shop Purchaser intimating that the said flat is ready for use and occupation. Provided that if within a period of three years from the date of handing over the Flat to the Flat/Shop Purchaser, the Flat/Shop Purchaser brings to the notice of the Builders any defect in the Flat or the building in which the flat are situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Builders at their cost and in the case it is not possible to rectify such defects or unauthorized changes, then the flat/shop purchaser shall be entitled to receive from the Builders reasonable compensation for such defect or change.



35. The parties hereto specifically declare and confirm that:

- (a) The Flat/Shop Purchaser has inspected the said property and the said building and has ascertained for himself/herself that the flat is not yet ready for use and occupation.
- (b) Building completion certificate in respect of the said building has not yet been issued by the Municipal Corporation by law and consequently under the provisions of section 10 of the Maharashtra Ownership Flats Act, 1962, the Builders are not entitled to allow the

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Flat/Shop Purchaser/s to enter into possession of the flat till such certificate is given by the concerned authority:

- (c) It is specifically declared that the possession of the flat is not be given or transferred or intended to be transferred to the Flat/Shop purchaser before or after or at the execution of this agreement without executing the conveyance in the respect thereof.
- (d) This Agreement is not an agreement to sell an immovable property or conveyance within the meaning of the terms under the Bombay Stamp Act, 1958 and no interest in immovable property is or intended to be created or transferred to Flat Purchaser intervives in the flat.



The Flat Purchaser shall on receipt of possession as provided in the agreement use the flat or permit the same to be used only for purpose of residence in case of flat and for the purpose of business in case of shop or office and/or for such other purpose as may be authorized by the Builders in writing and as may be permissible in law and/or by the local authority and/or any other concerned authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said buildings and/or the owners and occupiers of the neighbouring property or properties. The Flat/Shop Purchaser shall if he has purchased from the Builders any garage or parking space shall use the garage or parking space only for purpose of keeping or parking the Flat/Shop Purchasers down vehicle.

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37. The Flat/Shop Purchaser/s for himself / themselves with intent to break the said covenant with the Builders as follows



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(a) To maintain the flat at Flat/Shop Purchaser's own cost in good tenable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/falter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof.

(b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to the upper floors which may damage likely to damage the staircase, common passages or other structure of the building in which the flat is situated and in case any damage is caused in the building in which the flat is situated or the flat on account of negligence or default of the flat purchaser in this behalf, the Flat/Shop Purchaser shall be liable for the consequences of the breach.

(c) To carry at his own cost all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by the Builders to the Flat/Shop Purchaser and shall not do or suffered to be done any thing in or to the building in which the flat is situated or which may be against the rules and regulations of the concerned local authority or other authority. And in the event of the Flat/Shop Purchaser committing any act in contravention



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OF THE ABOVE PROVISION, THE Flat/Shop Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

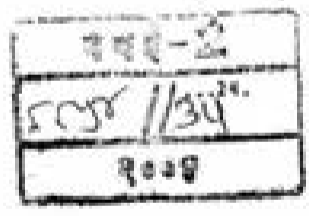
(d) Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sweepers, drains in the flat and appurtenances thereto in good tenable repair and conditions, and in particular so as to support shelter and to protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner damage to structural members in the flat without the prior written permission of the Builders and/or the Society or the Limited Company. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the flat is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said property and the building in which the flat is situated.

(g) Pay to the Builders within 7 days of demand by the Builders, Flat/Shop Purchaser/s share of security deposit demanded by concerned local authority, Municipality or Government, supplying water, electricity or any other service to the building in which the flat is situated.

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(h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the flat by the flat/Shop purchaser viz. user for any purposes other than for residential purpose.

(i) The flat/shop Purchaser shall not let, sub-let, transfer, assign or part with Flat/Shop Purchaser's interest or benefit under this agreement or part with the possession of the flat without the permission in writing of the Builders and until all the dues payable by the flat purchaser to the Builders under this agreement are fully paid up and only if the flat/shop Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the flat purchaser has intimated in writing to the Builders & obtained the prior written consent of the Builders therefore.

The flat Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company 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 flats 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 Government and other public bodies. The Flat/Shop Purchaser shall also observe and perform all the stipulation and conditions laid down by the Society / Limited company regarding the occupation and use of the flat in accordance with the terms of this agreement, and punctually towards taxes, expenses, or other outgoings in accordance with the terms of this agreement.



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(k) Till a conveyance of building in which flat is situated is executed the flat purchaser shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and buildings or any part thereof to view and examine the state and conditions thereof.

(l) In the event any development charges or betterment charges or premium or tax or any other levy becomes payable by the builders, the flat/shop purchaser/s hereby agree to reimburse the same to the Builders in proportion to the area of flat/parking space/Carage etc. agreed to be purchased by him/her/them and in determining such amount, the decision of the Builders shall be conclusive and binding upon the Flat/Shop Purchaser/s.

(m) The Flat/Shop Purchaser/s shall insure and keep insured and keep insured the Flat against loss or damage by fire of any other calamities for the full value thereof.

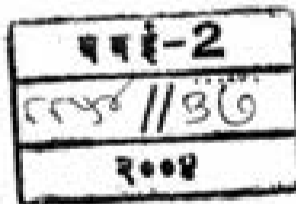


The Flat/Shop Purchaser/s agree that his/her/their interest in the said property and the said building is impartible and he/she/they shall not be entitled at any time to demand partition of his/her/their interest in the said property and the same building.

(n) In the case of B.S.E.S. or any competent authority requires/demand construction of sub-station before supplying necessary electric or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Flat/Shop Purchaser in proportion to the area of their respective flats agreed to be acquired by them.

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(o) Until the said property together with the said building is conveyed as aforesaid, the promoter will control the management of the building, realization of outgoings and disbursements and the payments to be made and



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the Purchaser/s alongwith other flats/parking spaces/garages purchasers and/or the co-operative society and/or limited Company and/or Incorporated Body will not have any objection to the aforesaid right of the Builders.

38. Notwithstanding any other provisions of this Agreement the Builders shall be entitled to, at the Builders sole and absolute discretion :

(a) to have a society and/or limited company and/or any other body or bodies of purchasers formed and constituted as contemplated herein.

(b) to cause to be conveyed and/or transferred the building and/or buildings together with the said property in favour of such society and/or limited company and/or other associations as the case may be.



to cause to be conveyed and/or transferred apartment land if any along with the conveyance and/or together documents for transfer of the building with the land ~~together~~ the same.

(d) to decide and determine how and in what manner the infrastructure including the common utility areas and gardens if any may be transferred and/or conveyed/assigned/leased.

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(e) to provide and incorporate covenant and restriction and obligations with regard to the provision of maintaining the common amenities including garden and

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(f) to decide from time to time when and what sort of document of transfer should be executed.

19. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat and/or of the said property and/or building or any part thereof. The Flat/Shop Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, staircases, lobbies parking common terrace, garden, staircase, recreation spaces, etc. will remain the property of the Builders until the said property and building is transferred to the proposed co-operative society or the limited company as mentioned herein but subject to the rights of the Builders under this agreement.



The Flat/Shop Purchaser alongwith other purchaser of flats in the building shall join in forming and registering the society or limited company to be known by such name as the Builders decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Builders within seven days of the same being forward by the Builders to the Flat/Shop Purchaser so as to enable the Builders to register the organisation of the Flat/Shop Purchasers under section 13 of the said act within the time limit prescribed by rule 2 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, management and transfer) rules, 1964. No objection shall be raised by the Flat/Shop Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and articles of association, as may be required

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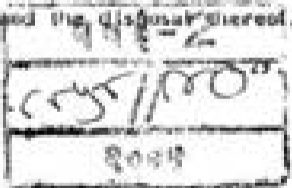
प.प.सं-१२-२८.
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by the registrar of co-operative societies or the registrar of companies as the case may be or any other competent authority.

41. The Builders shall if necessary, become a member of the society in respect of the Builders rights and benefits conferred herein or otherwise. If the Builders transfer, assign, and/or dispose off such rights and benefits at anytime to any body the assign, transferee and/or the Purchasers thereof shall become the members of the society in respect of the said rights and benefits. The Flat/Shop purchaser herein and the society will not have any objection to admit such assigned or transferee as the member of the society and shall not charge any fees or other amounts therefor.

42. It is agreed by and between the parties hereto that the Builders shall, within four months of the formation and registration of the society or limited company as aforesaid and receipt of the occupation / completion certificate of building buildings on the said property, after sell of all flats/shops/ garages/parking spaces cause to be transferred to the society or limited company, all the rights, title and interest of the owners of the said property together with the building by containing or executing and/or causing the execution of the necessary conveyance of the said property to the extent as may be permitted in favour of such society or limited company, as the case may be, such conveyance shall be in keeping with the terms and provisions of this agreement.

43. The owners and authority of the society or the Flat/Shop Purchasers herein and other Flat/Shop Purchasers shall be subject to the overall control and authority of the Builders in any matter concerning the building and other construction of the property, the construction and completion thereof and all amenities pertaining to the same and in particular the Builders shall have absolute authority and control over the said flat etc., and the disposal thereof.



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44. The Builders shall have a first charge and lien on the flat in respect of any amount payable by the Flat/Shop Purchaser under the terms and conditions of this agreement.

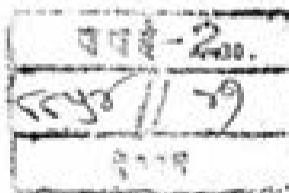
45. At the time of conveyance of the said property and the said building if any permission is required to be obtained or any compliance is to be effected of the Urban Land (Ceiling and regulation) Act, 1976 and/or of the land acquisition act and or any central or State Legislation and/or any rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by hat ever name called the same shall be compelled with by the Flat/Shop Purchaser and/or the body of Flat/Shop Purchasers and/or the society in consultation and co-operation with the Builders and all costs, charges and expenses; if any, that may have to be incurred in connection therewith shall be borne and paid by the Flat/Shop Purchaser/s and the society.

46. The Building shall be named as "PADMAVATI DARSHAN" & Flat/Shop Purchaser/s approve the same and it is clearly agreed and understood by and between the Flat/Shop Purchasers that name of the Building shall always be "PADMAVATI DARSHAN" & and society Association of Apartments owners whatever is formed the name "PADMAVATI DARSHAN" shall stand inserted in the name of the Society/Agreement ownership at the appropriate place.

47. It is hereby expressly agreed that the Builders shall be entitled to sell the flats in the said building and other structures on the said property for residential user or for any other use as permitted by the local authority and other authorities and that the Buyer/s or his/her

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permitted transferees and/or transferees shall not change the user or any of the flats for the aforesaid Purpose at any time in future. The Buyer/s agree/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or Government and/or other public authority on account of change user of the flat by the Buyer/s viz. user for any purpose other than for residential purposes.

48. It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the Buyer/s in respect of the flat, the builders shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose, off their, rights, title and interest in the said building and/or in the said property or any part thereof or open land surrounding the said building and give them as open building space or in any other manner they deem fit including to assign and/or give on lease or sub-lease or including any portion or portions of the said property and the same shall be binding on the Buyer/s.

The Advocates and Solicitors, of the Builders shall prepare and/or approve as the case may be any deeds, and/or documents be executed in pursuance of this agreement.

49. The flat/Shop Purchaser shall sign all papers and documents and do all other acts, deeds, and things that the builders may require him/her to do and execute from time to time for more effectively enforcing this agreement and/or for safeguarding the interest of all persons acquiring the remaining units in the said building or on the said property.

51. In the event of the flat/shop purchaser failing to sign any papers required by the Builders as heretofore provided this agreement shall stand null and void and the flat/shop purchaser shall be liable to the Builders or against the Builders.

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whichever except for refund of repayment of the amount paid so far by the Flat/Shop Purchaser/s.

52. The Flat/Shop Purchaser shall pay brokerage at the rate of _____ the total price to _____ on signing of this agreement.

53. Any delay or indulgence shown by Builders in enforcing the terms of this agreement or any forbearance or giving of time to Flat Purchaser shall not be construed as a waiver on the part of the builders for any breach or non-compliance of any of the terms and conditions of this agreement by the flat/shop purchaser nor shall be the same in any manner prejudice the rights of the builders.

54. All notices to be served on the flat/shop purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the flat purchaser under Certificate of Posting to his/her address given below;

Jayantilal C. Pawar & Mrs. Sheelaben J. Pawar
B 1/6 Ahmed Ulmas Bldg.
Opp. Darbar (W.Bly) Mumbai-400028.

55. The Flat/Shop Purchaser is also aware of the provisions of Chapter XIXC of the Income tax act, the Flat/Shop purchaser is also aware that view of the said provisions, it will be necessary to file form 37-I at the time of the said property and the said buildings that may be constructed thereon and proposed to be transferred in favour of the society or limited company. The Flat Purchaser/s is/are aware of the possibility of the appropriate authority exercising the option of pre-emption regarding the said property & the said building. The Flat Purchaser alone will be responsible for the consequences of such an option eventually.

*Jayantilal
Pawar*

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56. The Builders shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.

57. This agreement shall always be subject to the provisions of the Maharashtra ownership flat act (Maharashtra act No.XV of 1977) and the rules made under the said act.

58. The Flat/Shop Purchaser and 7 of the Builders shall present this agreement as well as the conveyance at the proper registration office for Registration within the time limit prescribed by the registration act and/or the Flat/Shop Purchaser and the Builders will attend such office and admit execution thereof.

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

THE SCHEDULE ABOVE REFERRED TO

those pieces or parcels of land or ground of Freehold tenure measuring 1333.36 sq. mtrs. as per Title Deeds and 137 as per C.S. Property Card situated, lying and being N.M. Josi Marg (formerly known as Dellele Road) together with the structures standing thereon known as Dadebhoj Chawls bearing Cadestral Survey No. 379, 1/823 and 1/824 of Lower Parol Division situated in Q-Ward of Brihan Mumbai Mahanagar Palika.

SIGNED AND DELIVERED BY

withnamed Developer

M/s. P.R. ENTERPRISES

In the presence of

- 1.
- 2.

SIGNED AND DELIVERED BY THE

withnamed Purchaser

1. MRS. SHEELABEN J. BORMAR

In the presence of

- 1.
- 2.

2. MR. JAYANTILAL C. BORMAR



FOR P. R. ENTERPRISES
[Signature]
PARTNER

[Signature]

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Jayantilal Bormar

[Signature]
22/6/2008

[Signature]
22/6/2008

TRUE EXTRACT

FROM

CADASTRAL SURVEY SHEET NO. 472, THIRD ED. 1955 (AT)

494, FOURTH ED. 1957 (AT)

SHOWING

CADASTRAL SURVEY NOS. 819, 1/827, 1/830

OF

LOWER-PHASE DIVISION

SCALE:- ASSET TO 1 INCH

Name of Applicant Jayant D. Patil
 Date of Application 22/11/57
 Receipt No. 745/57
 Date 2/1/58
 Date of Issue 2.1.58

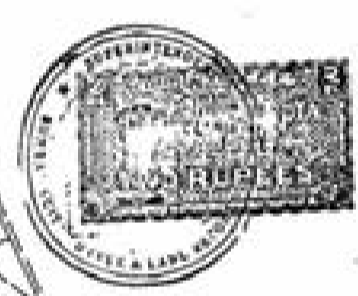


TABLE FOR THE PERTINENT PARTS:
THE EXTENT OF THE PLOTS: 64-
TOWNSHIP:- 103/1st/5/11/11
COMPARED BY:- [Signature]
REMARKS:-
DATED:- 2/1/58

ASST. SUPERINTENDENT
BOMBAY CITY SURVEY & LAND DEPT.



[Signature]
SUPERINTENDENT
BOMBAY CITY SURVEY & LAND DEPT.

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25/1/58
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Lower Part

विभागीय

सुंदर वावरी कर्नाट ४२९

सुंदर नगर पुनापन वीरवरी कर्नाट २/४

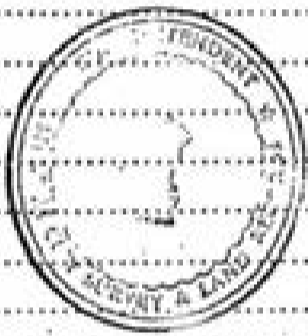
पुनापन वीरवरी कर्नाट ५५

मजदारी वकफ
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मदीना, सुंदर नगर पुनापन व पुनि अविरोध, एसी विरोध.

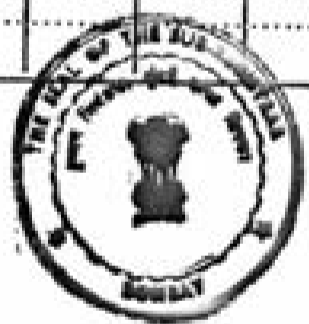
.....
 Note:- This is a copy of the extract of C. S. Register
 which forms part of this office record and the area of the
 property referred to therein is 1122.55 sq. mtr.
One thousand one hundred twenty two point fifty eight square
sq. mtr. (in words) which has been verified with the
 original and correct.

.....
 Superintendent,
 Mumbai City Survey & Land Records



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बुधवार को भी बुधवार ही है	बुधवार को भी बुधवार ही है	बुधवार को भी बुधवार ही है	बुधवार को भी बुधवार ही है	बुधवार को भी बुधवार ही है	बुधवार को भी बुधवार ही है	बुधवार को भी बुधवार ही है	बुधवार को भी बुधवार ही है
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472 494	Dalisle Road	2468 (14)800 (155) 351AA 351 B 351EE 351EF	829	Fog's LTA	[1821] Sy. Mathia 1522-58	Tests of 2/1637 2/1637 Post of 20/1637 Post of 25/1637 Post of 20/1637 LTA C.A.A. etc	A/11172 17129 171AB A/11010 17129 LTA C.A.A. etc
[Area - One thousand five hundred Twentytwo point fifty eight Sq. mts. only]							



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संख्या के अन्तर्गत वर्ष	आदिवासी सार्वजनिक स्थानों पर	संख्या के अन्तर्गत वर्ष
(1)	(2)	(3)
1924-25	A Died on 11-8-1924 Rudraji Madirahau Gaurji Died on 12-8-23 Madirahau Gaurji	Died on 11-3-1924 from Pashaji Limji Bhabha & Co Class, the pending expenses of the will of Madirahau Gaurji Charitable Trust, vide C.S. No. 123 of 1924.
1925-26	AND C arranged on Madirahau Gaurji's instructions.	(Died No. 2100) Applicant of New Trustee of 16-9-1924 vide also C.S. No. 127A, 128 & 129 of 1924 of the said Trust.
1926-27	C died on 10-6-26 Gadji H. K. Madirahau, Rishabji Rudraji Gaurji and Murwari Dadasai Gaurji and Babuji Sahji Gaurji NEW TRUSTEES	(Died No. 600) App of New Trustee of 10-6-26 from A & in case of A.C. No. 100 vide also C.S. No. 127A, 128 & 129 of 1924 of the said Trust.
1927-28	On 1st January 1928 [Madirahau Mad- irahau Gaurji Executors of will of C above]	(Died No. 2207) Applicant of New Trustee of 1-1-28 vide A.C. No. 100 of 1928 & in case of A.C. No. 100 vide also C.S. No. 127A, 128 & 129 of 1924 of the said Trust.
1928-29	Rudraji K. Fremjee, Sati J. Gaurji Executors of will of C in case of previous Trust.	(Died No. 2402) Died of Trust of 11-11-28 vide C.S. No. 127A of 1924. Interests have transfer for right title and interest in the property inferred C.S. No. 100 in case of vide also C.S. No. 127A, 128 & 129 of 1924 of the said Trust. vide also C.S. No. 127A & 128 of 1924 of the said Trust.

Continued on next page Col. No. 12



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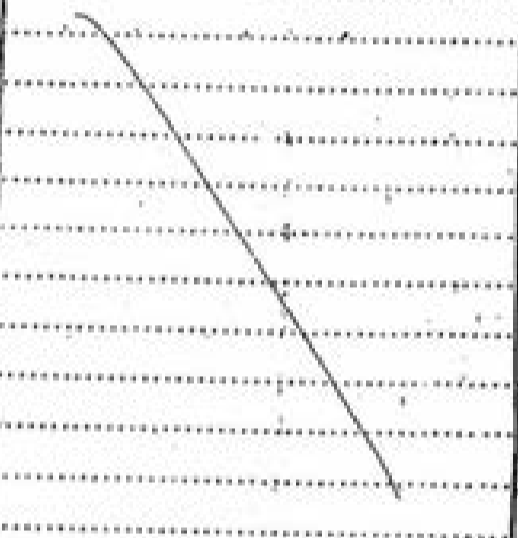
Continued from previous page Oct-Nov 1951

Col. 10

Col. 11

Smt. Badami Bai Anandchand Jain
 Jeejeebhoy Yagnanath Jain
 Panchajanya Anandchand Jain
 Babulal Bhikamchand Jain
 Jangalji Babulal Jain
 Rangraj Govindram Jain
 Rajendra Bhikamchand Jain and
 Rajendra Anandchand Jain
 J. to C. above partners of Firm
 carrying business in the name &
 style of P.R. ENTERPRISES

(Court No. 1290) Consignment dated 29-8-51
 from B in previous page. H & C above is
 Co-Executors of Will of C in various
 previous pages submitted to J. K. P. P. P.
 Entry taken with M. No. 65/1941
 24/49 and note approved by Asstt. Supd.
 Court 2-4-50 & on 4-2-50



न्यायालय, सर्वोच्च न्यायालय न न्याय न्यायालय,

द्वितीय भाग न्याय न्याय, न्याय, न्याय (द्वितीय भाग)

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भारत सरकार
मुद्रांक विभाग
(सूचना के अधिकार अधिनियम, 2005 के अन्तर्गत सूचना प्रदान की जाती है)

Form L-10 (Form)

सूचना के अधिकार अधिनियम, 2005 के अन्तर्गत सूचना प्रदान की जाती है	सूचना के अधिकार अधिनियम, 2005 के अन्तर्गत सूचना प्रदान की जाती है	सूचना के अधिकार अधिनियम, 2005 के अन्तर्गत सूचना प्रदान की जाती है	सूचना के अधिकार अधिनियम, 2005 के अन्तर्गत सूचना प्रदान की जाती है	सूचना के अधिकार अधिनियम, 2005 के अन्तर्गत सूचना प्रदान की जाती है
(1)	(2)	(3)	(4)	(5)
		पृष्ठ 40		<p>2. Class redeemed vide R.O. No. 2/21/1980.</p> <p>3. Redeemed vide R.O. No. 53/21/1980.</p> <p>4. Redeemed vide R.O. No. 4/21/1980.</p> <p>Assessment fixed as per TAB Act, 1967 and vide Order No. Res/TAB-1/1/1980, C.S. No. 929, dated 20/11/80 issued by the Resident Deputy Collector, Municipal Corp. Order No. No. 37(MISC) Division 18-4-80</p> <p>Assessment fixed as per TAB Act, 1967 and vide Order No. Res/TAB-1/1/1980, C.S. No. 929, dated 20-11-80 issued by the Resident Deputy Collector, Municipal Corp. Order No. No. 37(MISC) Division 18-4-80</p> <p>Contd. No. 2408, Dept. of Revenue dated 10-6-1972. The date of issue which was subsequently paid on 10-6-77 is now collected by 18-4-76/77 received on previous page.</p> <p>Rs. 50/00/0000/00</p>

सूचना के अधिकार अधिनियम, 2005 के अन्तर्गत सूचना प्रदान की जाती है
 सूचना के अधिकार अधिनियम, 2005 के अन्तर्गत सूचना प्रदान की जाती है
 सूचना के अधिकार अधिनियम, 2005 के अन्तर्गत सूचना प्रदान की जाती है
 सूचना के अधिकार अधिनियम, 2005 के अन्तर्गत सूचना प्रदान की जाती है



Handwritten signature and official stamp of the Resident Deputy Collector, Municipal Corporation, Mumbai.

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सुधारणे काळ संख्ये	सुधारणे वेळ सुधारणे काळ	सुधार काळ	सुधार सुदुत काळ	सुधारणु	सुधार वे. सुदुत	सुधारणु सुदुत काळ	सुधारणु सुदुत काळ
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<p>[A/c: One hundred twenty five plus fifty two Symbols only]</p>							<p>Amendment 1969 and 1970 (1) 1-4-1972 Rs. ... (2) 1-8-1971 Rs. ... (3) 1-4-1971 Rs. ... (4) 1-4-1971 Rs. ... (5) 1-4-1971 Rs. ...</p> <p>Revised & Amendment Book in 1969 and 1970 Col. 17 (1) 1-4-1971 to 31- Rs. ... (2) 1-4-1971 to 31- Rs. ... (3) 1-4-1971 to 31- Rs. ... (4) 1-4-1971 to 31- Rs. ... (5) 1-4-1971 to 31- Rs. ...</p>



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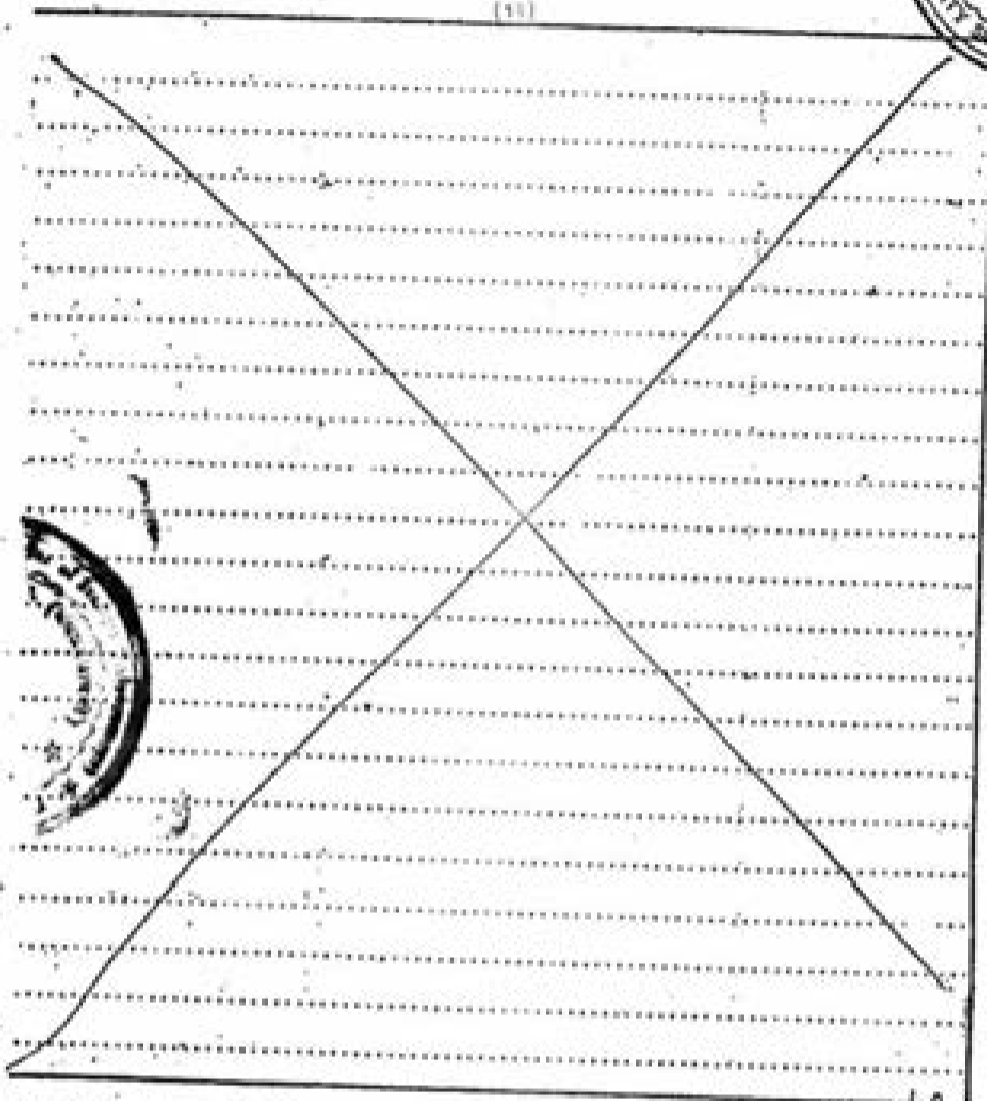
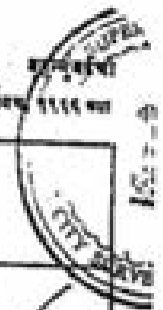
संख्या १०१ (संशोधित संस्करण)	आधिकारिक जारी करने वाला व्यक्ति का नाम	संख्या १०१ (संशोधित संस्करण) द्वारा प्रमाणित किया गया
(1)	(2)	(3)
<p>Redeemt vide para 7</p>	<p>A Will of 11-3-55 Anubai Madirao Ganaji, Pasurji Ganji Died 22.11.55 Anubai and Madirao Ganaji Trustees.</p>	<p>Conveyance of 12-3-1934 from A.A. D. 1934-10, 1934-11-10 of the will of Manojji Babaji Chemburwalle and ans. vide C.A. No. 39 of this Div.</p>
<p>Qdms per TAB C.A. 17 for 1st 20 14-7-1991 14-50 14-3-1991 34-19 to 31-7-2001 C.F.</p>	<p>F.D. Anant Ganapati Dinshaw Jatsabhai Died 26.10.54 Dolly Anandabai Koraji Madirao Ramesh Rustom Francis Jis Ganapati Babaji Chemburwalle and Paltang Ganaji Ganapati Dr. Asif Framroz Ganapati and Ganapati Madirao Koraji New Trustee</p>	<p>(Died No. 4702) Appointment of new trustee of A.A.D. in C.A. No. 39 of this Div. (Died No. 3007) Appointment of new trustee of A.A.D. in C.A. No. 39 of this Div.</p>
<p>to 31-7-2001 D.R.C.</p>	<p>Executors of will of E above.</p>	<p>(Died No. 3007) Appointment of new trustee of A.A.D. in C.A. No. 39 of this Div.</p>
<p>MAJORITY per TAB for 1st 15 years 1-1981 19 1-1991 74 1-81 50 1-2001 14-104-14 PA C.221 22-11-81</p>	<p>Shri K. Ganji, Smt J. Sanjeev Executors of will of C. Ganji on previous page Smt. Sadrasai Anandchand Jain, Smt. Yasho- mat Jain, Poojya Rupchand Jain, Lalmat Shikhand Jain Jagdish Babul Jain Anandji Bhanum Jain, Rajendra Shikhand and Bhanum Anandchand Jain. L to S above persons of firm Carrying Business in the name of Smt. M/s. R.K. ENTERPRISE</p>	<p>(Died No. 127) Conveyance dated 27-8-58 from S.J.K. in the execution of will of S. Ganji on previous page. who died to L.M. N. of Q.R. S. Ganji No. 22 of 1958 Entry taken vide M.A. No. 18/26/59/81/10 and later approved by Asst. Supt. Com. C.F. No. 2 Ganji on 4-2-59.</p>



पृष्ठ-2
105/11/23
2008

संयुक्त बर्तन

(११)



बर्तन, मुर्त बर्तन पुनर्पत्र व मुर्त बर्तन,

मुर्त बर्तन वृ. सीमा बर्तन, सी. मुर्त-१ (सी. बर्त.)

दि. २:२२:५९

संयुक्त बर्तन *[Handwritten Signature]*

संयुक्त बर्तन *[Handwritten Signature]*



पृष्ठ-२
११११/११११
११११

पुणे नगरपालिका
 कलम २८२ अन्वये ठरलेले (केवळ)

दरम्यान Lower Level

पुणे नगरपालिका, मालक	व्यक्तिगत सेवा भाग, नगरपालिका अंतर्गत भाग (१९)	व्यक्तिगत सेवा भाग, नगरपालिका अंतर्गत भाग (१९)	मालक/नी मालक/नी (१९)	रक्कम (१९)
		₹ १०		<p><i>Cd's redempted vide R.A. No. 47/8/21/1915.</i></p> <p>Assessment fixed as per TAB Act, 1903 and vide Order No. Rev/TAB 1/18/1915, C.S. No. 1/18/1915 issued by the Resident Deputy Collector Municipal City, Order filed in the No. 28/1915/1915 District Division.</p> <p><i>54/-</i> <i>19/4-85</i></p> <p>Assessment fixed as per TAB Act, 1903 and vide Order No. Rev/TAB 1/18/1915, C.S. No. 1/18/1915 issued by the Resident Deputy Collector Municipal City, Order filed in the No. 28/1915/1915 District Division.</p> <p><i>54/-</i> <i>19-4-85</i></p>

दरम्यान काढलेला, दिनांक ११/११/९६, दरम्यान काढलेला दिनांक २८/११/९६.
 दरम्यान काढलेला ना. Narayan S. Joshi
 दरम्यान काढलेला रक्कम ६०/- रु. ६०/- रु. (६०/-) रु.

दरम्यान काढलेला




६०/-
 २८/११/९६

५५६-२
 २८/११/९६
 २००४

..... *Lower Panel*

..... विभागीय

कु-कर वापसी कर्ताक $\frac{1}{324}$

सुंबई नगर प्रशासन सीरक्युलेशन कर्ताक कदा प्रस्ताव नकर
 प्रशासन सीरक्युलेशन कर्ताक $\frac{2/2}{22}$

अपीलक, सुंबई नगर प्रशासन व सुनि कर्ताक, कधी दिवस.

..... असासनी
 कर्ताक

.....
 Note: This is a true copy of the extract of G & Register
 which forms part of the office and the kind of 'no'
 property referred to therein is
 1. Two hundred Seventy nine and Twenty Seven Spans only
 or more (in words) which are verified with the
 original and correct.

.....
 Member, City Survey & Land Revenue

.....
 Member, City Survey & Land Revenue



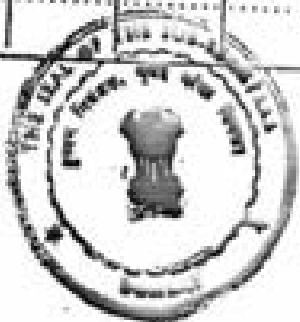
.....
 १९९६-९७
 २००७

क्रमांक या नाम	व्यक्ति या संस्था का नाम	पता	पूरा नाम	विवरण	कुल रु. का	व्यक्ति या संस्था का नाम	व्यक्ति या संस्था का पता
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
472 474	Dulhate Road.	-	1 837	Foreign C.T.A.	[334] 20 279.17	Postal 20 2439	17183 C.T.A. C.A.A. No. 547

(Amount Two hundred Seventy nine point Twenty Seven Rupees only.)

1955 and after
(1) 1-4-1955
Rs.
(2) 1-4-1956
Rs.
(3) 1-4-1957
Rs.
(4) 1-4-1958
for last 12
(5) 1-4-1959
Rs.

Rs. 77.75
1-4-1960 to 1-4-1961
Rs. 145.00
1-4-1961 to 1-4-1962
for last 12 Years
1-4-1962 to 1-4-1963
Rs. 382.40



748-2
55/56
2008

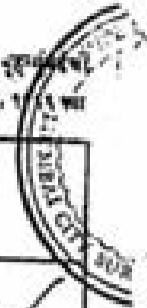
आवक्य सं. अथवा दिनांक	व्यक्तिगत (यादी) वापसीवाला व्यक्ति का नाम	व्यक्तिगत वापसीवाला संस्था का नाम
	(10)	(11)
100-100	A. ... Anand ... Ramesh ... Trustees	Conveyance D/O-2-1924 from
100-100	B. Trustees
100-100	C. Trustees
100-100	D. Trustees
100-100	E. Trustees
100-100	F. Trustees
100-100	G. Trustees
100-100	H. Trustees
100-100	I. Trustees
100-100	J. Trustees



555-2
555/11/15
2008

प्रश्न संख्या

(11)



Large rectangular area with horizontal lines, crossed out with a large 'X'.



प्रश्न संख्या, प्रश्न का प्रकार, प्रश्न का अंक

प्रश्न का उत्तर, प्रश्न का उत्तर, प्रश्न का उत्तर (सी. सी. सी.)

प्रश्न संख्या: 11

प्रश्न संख्या: 11

प्रश्न संख्या: 11

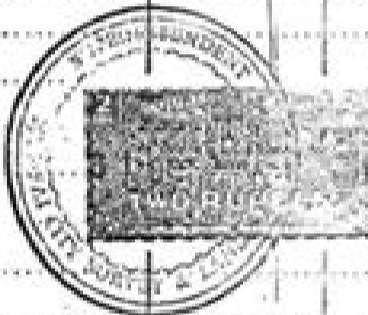


444-2
11/11/96
2008

पुणेकरांचे (संस्थापक व सहायक) नाव देणे (संस्थापक व सहायक)

विवरण Lowerland

पुणेकरांचे (संस्थापक व सहायक) नाव देणे (14)	पुणेकरांचे (संस्थापक व सहायक) नाव देणे (15)	पुणेकरांचे (संस्थापक व सहायक) नाव देणे (16)	पुणेकरांचे (संस्थापक व सहायक) नाव देणे (17)	पुणेकरांचे (संस्थापक व सहायक) नाव देणे (18)
				<p>CRIS recommended via R.O. No. 4/127/1912</p> <p>Assessment Order as per TAB Act, 1907 and order No. Rev/TAB dated 11-7-08 issued by the Assistant Deputy Collector, Mumbai City, Order filed in the No. 100/1908 Revenue Division</p> <p>Assessment Order as per TAB Act, 1907 and order No. Rev/TAB dated 11-7-08 issued by the Assistant Deputy Collector, Mumbai City, Order filed in the No. 100/1908 Revenue Division</p>



पुणेकरांचे नाव देणे: 11/11/94
 पुणेकरांचे नाव देणे: 2/11/94
 पुणेकरांचे नाव देणे: Narayan S. Joshi
 पुणेकरांचे नाव देणे: 60/-
 Receipt No. 99

पुणेकरांचे नाव देणे



पुणेकरांचे नाव देणे

 348-2
 100/100
 2008

Copy to: Architect.

Page 14
Form 11

In applying please quote this
and date of this letter.

Indication of Disapproval under Section 346 of the Bombay
Municipal Corporation Act, as amended by Section

No. 28/1973/A of B.S.A. dated 10/7/1973

Municipal Office,

MEMORANDUM

To

Dated: 28/3/1973

Mr. S.S. Jain (Partner) of
M/S. P.S. Associates,
176/177, Agardi Lane, Bambai Maharashtra.
With reference to your letter No. 78-141-13 and dated as

1973 and the plans, Section, Specifications and drawings and further particulars
and details of your building at

C.S.No. 829, 1/829 and 1/829 of Lower Panel Division,
franked to me under your letter, dated 1973
of the building or work proposed to be erected or executed, and a building survey conducted under
under Section 346 of the Bombay Municipal Corporation Act, as amended, approved, or disapproved
by the said Section 3-

(A) FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF
THE WORK/WORKS PLANNED C.C.

1. That the Commencement Certificate under Section 41/42 (1)(a) of the M.A. 1947 Act will not be obtained without executing the proposed work.
2. That the ground wall is not constructed on all sides of the plot and at least of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining building to prove possession of building before starting the work as per D.C. Regulation No. 20/1973.
3. That the adjoining plot will not be raised to a reduced level of street or road, or 5' above adjoining road level whichever is higher with asphalt, bricks, pebbles etc. and will not be levelled, rolled, compacted and fitted towards road side, before starting the work.
4. That the structural engineer will not be appointed, supervision memo as per Appendix II (Regulation 513/1973) will not be submitted by him.
5. That the structural design and calculations for the proposed work accounting for seismic analysis as per sections 4.4 code and for existing building showing adequacy, design to take up additional load will not be submitted before C.C.
6. That the sanitary arrangement shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
7. That the registered Agreement with the existing tenant along with the plans will not be submitted before C.C.
8. That the Indemnity Bond indemnifying the Corporation for designs, risks, accidents, etc. and to the occupier and as underwriting regarding no nuisance will not be submitted before C.C./starting the work.
9. That the existing building proposed to be demolished will not be demolished or taken down. If the work is commenced with agreement will not be submitted and the work will not be started before C.C.
10. That the requisition for occupation will not be obtained and the requisition for any other purpose will not be submitted with before occupation Certificate.
11. That the building/structure/works Supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
12. That extra work and any other charges will not be levied on the owner.



176-2
28/3/73
2078

That every person and every building shall be provided with a system to prevent water dripping from the eaves of the roof on the public street.

That the drainage work generally is to be carried out in accordance with the Municipal requirements.

Subject to your so modifying your intention as to comply with the above mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at any time before the 31st day of August 1992.

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

[Handwritten Signature]
Municipal Engineer, Building Department
Mumbai City, India

SPECIAL INSTRUCTIONS

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

(2) Under Section 41 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon him by the Commissioner by Section 41 of the said Act.

(3) Under Section 41 of the Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon him by the Commissioner by Section 41 of the said Act.

(4) No person shall erect or cause to be erected any building or structure on any land which is not lawfully used for the purpose of the erection of such building or structure.

(5) No person shall erect or cause to be erected any building or structure on any land which is not lawfully used for the purpose of the erection of such building or structure.

(6) No person shall erect or cause to be erected any building or structure on any land which is not lawfully used for the purpose of the erection of such building or structure.

(7) No person shall erect or cause to be erected any building or structure on any land which is not lawfully used for the purpose of the erection of such building or structure.

(8) Your attention is invited to the provision in Section 41 of the said Act whereby the person liable for every failure to give notice of erection of a building or structure of a building which is required to be erected on any land, or the person in charge of the erection of such building or structure, shall be liable to be proceeded against for an offence under Section 41 of the said Act. The compliance with this provision is compulsory under Section 41 of the said Act. The violation of this provision will be liable to be treated as an offence under Section 41 of the said Act, from the date of the commencement of the year in which the offence is committed by the person in charge of the erection of such building or structure.

(9) Your attention is further drawn to the provision in Section 41 of the said Act whereby the person liable for every failure to give notice of erection of a building or structure of a building which is required to be erected on any land, or the person in charge of the erection of such building or structure, shall be liable to be proceeded against for an offence under Section 41 of the said Act. The compliance with this provision is compulsory under Section 41 of the said Act. The violation of this provision will be liable to be treated as an offence under Section 41 of the said Act, from the date of the commencement of the year in which the offence is committed by the person in charge of the erection of such building or structure.

(10) Proposed date of commencement of work should be as per requirements of Section 41 of the Bombay Municipal Corporation Act.

(11) One each copy of the plan should be submitted to the Collector, Bombay Suburban District.

(12) Necessary permission for Non-agricultural use should be obtained from the Collector, Bombay Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, before the Land Revenue Code was being amended.

Attention is drawn to the notes accompanying this intimation of Disapproval.

contd...

(A) 13. That the true copy of the statement regarding subdivision/reallocation approved under Section 41 of the said Act dt. 14-1-98 along with the R.C.C. thereof will not be submitted before C.C. and C.E. will not be submitted before submission of S.C.C.

14. That the following fees will not be paid -
i) Development charge
ii) Professional fee
iii) Development charge
iv) Survey and site plan



11/02
100

Contd...

- (A) 15. That the Registered Undertaking, as mentioned in the above, agreeing to demolish the structure shall be constructed beyond permissible F.S.I. shall not be permitted before asking for C.C.
- 16. That the work will not be carried out strictly as per approved plan and in conformity with the M.C.Regulation 1991 in-force.
- 17. That the acknowledgment of payment made to Insecticide Dept. will not be produced before asking for C.C.
- 18. That the registered Undertaking, as mentioned in the above, which part to be demolished will not be allowed, will not be permitted before asking for C.C.

(B) FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPRA STRUCTURE

- 1. That the requirement of M.C. Reg. 1991, U.S.A. & R. Act, will not be complied with before asking for work above plinth level.
- 2. That the location approval as mentioned will not be obtained.

FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING OCCUPANCY CERTIFICATE

- 1. That the conditions mentioned in the bye-laws under No. C/MC/D. III/22/1991 dt. 12-12-1991 shall be complied with and formal M.C.C. will not be issued.
- 2. That the separate vertical down pipe, soil pipe with a separate gully trap, water supply, etc. for Metering Room/Raising Room, shall be provided and the drainage system of the building will not be affected.
- 3. That the size of drains shall not be less than as per C.I. pipes.
- 4. That the dust bin will not be provided as per C.E.'s Circular No. CE/3197/11 of 26-6-1976.
- 5. That the surface drainage arrangement will not be made in consultation with S.E. (Water) and a Completion Certificate will not be issued and submitted before applying for Completion Certificate.
- 6. That 10'-0" wide paved passage, etc. shall not be provided.
- 7. That the building open spaces, parking spaces and terraces will not be covered and will not be used for any other purpose before requesting for grant permission to occupy the building or submitting the M.C.C. whichever is earlier.
- 8. That the sign plate, board, etc. shall not be placed in a prominent place.



578-2
CC/5/11/83
1976

Contd....

- (C) 9. That carriage entrance shall be provided.
- 10. That the parking spaces shall be provided as per D.C.Regulation No.18.
- 11. That S.C.C. will not be responsible for debris and debris deposit etc. will not be allowed to deposit within a period of 6 years from the date of completion.
- 12. That the N.C.C. from Maharashtra will not be transferred to this office.
- 13. That the owner/developer shall have the possession to the prospective buyer without any competition permission.
- 14. That the infra-structural work such as construction of handholds/manholes, ducts and conduits, cables, concealed wiring inside the building, conduits/space for telecom installations etc. shall be provided.

(d) FOLLOWING CONDITIONS TO BE CLARIFIED BY THE S.C.C.

- 1. That Certificate under Section 133 of the M.C.A. Act will not be obtained from M.C.A. regarding adequacy of water supply.
- 2. That the Society will not be held liable before asking for S.C.C.



S. S. Joshi
Municipal Engineer
Municipal Corporation (City)

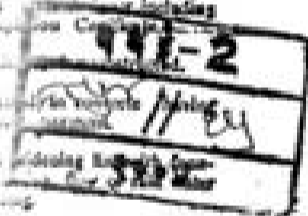
c/980324.



154-2
15/11/98
1998

NOTES

- (1) The work should not be started unless *the following* are complied with.
- (2) A certified set of latest approved plans shall be deposited at the City Engineer's office at the time of commencement of the work and during the progress of the work.
- (3) Temporary permission on payment of deposit shall be obtained for any shed to house and store for constructional purposes, evidence of which shall be shown on site. The temporary structures for storing constructional materials shall be constructed before submission of building completion certificate and a certificate of compliance shall be submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on any building site shall be provided and satisfactory drainage arrangements should be provided on site for keeping areas during the work.
- (5) Water connection for constructional purposes shall be made as well as the boarding is constructed and application is made to the Ward Officer for the construction of drainage gullies, over the road side drain.
- (6) The owner shall intimate the Hydraulic Engineer of any application to the Works about 15 days prior to the date of which the proposed constructional work is to be started in front of the property. The water mains in the compound will be worked for water supply during the work and they will not use any Municipal Water for construction purposes. It shall be provided that Municipal Water has been reserved for the use of the property and shall be protected against theft accordingly.
- (7) The building or material wall for supporting the structure shall be constructed before starting any work even though the structure may be supported or be started in front of the property. The scaffolding, ladders, beams, rods, pipes, cables, etc. should not be deposited over footpaths or public streets by the contractor or his assistants, without obtaining prior permission from the Ward Officer.
- (8) The work should not be started unless the *owner's* objection is approved by this department.
- (9) No work should be started unless the *owner's* objection is approved.
- (10) The work above ground should not be started unless the *owner's* objection is approved by this office Sub-Engineer concerned and acknowledgment obtained from the *owner's* signature of the open space and drainage.
- (11) The application for sewer street connection, if necessary, should be made simultaneously with commencement of the work as the Municipal Engineer will require time to consider alternative site to avoid the excavation of the sewer line.
- (12) All the terms and conditions of the approval of the *owner's* objection should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate shall be issued unless water connection granted (except for the construction purposes) unless it is in accordance with the sanction of the Municipal Commissioner as per the provision of Section 10 of the Municipal Corporation Act and as per the terms and conditions for sanction of the *owner's* objection.
- (14) Excavation ground or steady open space shall be provided before submission of Building Completion Certificate.
- (15) The sewer road to the full width shall be constructed in the *owner's* compound before commencing work and should be complete as per the *owner's* requirement including repairing lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through existing building or *owner's* compound, shall be maintained.
- (17) The surrounding broken glass shall be removed from the *owner's* compound.
- (18) The *owner's* compound shall be kept free from any obstruction during the work.
- (19) No work should be started unless the *owner's* objection is approved.
- (20) This *owner's* objection is approved by *the* *owner's* signature and the *owner's* signature to proceed further with the *owner's* objection. The *owner's* objection should be submitted to the Building Commissioner under *the* *owner's* signature and the *owner's* signature to proceed with the work either without *the* *owner's* signature or with *the* *owner's* signature. The *owner's* objection should be taken as a severe breach of the conditions under which the *owner's* objection is issued and the sanction will be revoked and the *owner's* objection will be void. The *owner's* objection of the *owner's* signature and Town Planning Act, *the* *owner's* signature will be void.



- (C1) If it is proposed to demolish the existing structure, under the circumstances, the work is per approved plans and the City Engineer is satisfied with the following:
 - (1) Specific plans in respect of existing structure, including details on your stating their number and the area in occupation of same.
 - (2) Specifically signed agreement between the owner and existing tenants that they are willing to vacate or the alternative arrangements to be made for the tenants at standard rent.
 - (3) Plans showing the phased programme of demolition to be fully approved by this office before starting the work, so as not to obstruct the progress of construction, the Development Control Rules regarding open spaces and the preservation of existing structures.
- (C2) In case of extension to existing building, including extension of rooms deriving light and air from other sides should be done as follows:
 - (1) In case of additional floor no work should be done which will cause any water leakage and consequent nuisance.
 - (2) The bottom of the over head storage water tank of the terrace shall not be more than 1 metre.
 - (3) The work should not be started above the objection Certificate from the Civil Aviation Authority, where necessary.
 - (4) It is to be understood that the foundation should be on hard soil.
 - (5) The positions of the columns and other appurtenances should be so arranged as not to necessitate the laying of drains.
 - (6) The water arrangement must be carried out in accordance with the municipal requirements.
 - (7) No new well, tank, pond, cistern or fountain should be constructed without the previous permission in writing of the Municipal Commissioner, as required in Section 241-A of the Municipal Corporation Act.
- (C3) All gully traps and open channel drains should be made of strong malleable iron covers made of wrought iron plates or sheet iron, the covers of all gullies shall be covered with a properly fitting malleable iron plate, with locking arrangement provided with a bolt and nut, the purpose of a lock (the warning pipes of the street drains should be made of copper pipes with perforated ends) (like a garden hose) shall be made ready, safety and permanent. The gully traps should be made of a sturdy cast iron cover, the upper ends of the ladder should be made of a sturdy cast iron cover, the upper ends of the ladder should be made of a sturdy cast iron cover, the upper ends of the ladder should be made of a sturdy cast iron cover.



- (11) No wooden ladders should be used over the drains, unless they are only to be broken down to get to the use of glass plates for inspection.
- (12) The inspection chamber should be placed in the following positions:
 - (a) The inspection chamber should be placed in the following positions:
 - (1) If the proposed addition is intended to be used for the purpose of a structure, you will do so at your own risk.

[Signature]
 Municipal Commissioner,
 Municipal Corporation, Madras.



11-2
 15/1/88
 11-2

MUNICIPAL CORPORATION OF BOMBAY

FOR

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEPCC/EO/1123/CS/A

FEB 1977

COMMENCEMENT

Mag. Proprietor (M.P.)
Municipal Office,
10-11, Hall Road, Bombay
400028

To,

Shri B.B. Jain Author of
M/S R.R. Enterprises
Agyari Lane Towhi Nal.
Thane 400601

Sir,

With reference to your application dated 23-11-76 for commencement and grant of Commencement Certificate under sections 43 and 49 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development for proposed residential plot 2843.

C.S. No. 229, 1/829 & 1/834, N.M. Jodhi Wdg. and building, permission under Section 43 of the Bombay Municipal Corporation Act, 1888, to erect on Plot No. G.V.E. No. 229, 1/829 & 1/834, N.M. Jodhi Wdg. Division, Village/Town Planning Scheme situated at Street N.M. Jodhi Wdg. Commencement Certificate/building, permit for the following conditions:-



1) The land vacated is to be used for the purpose of the setback line/road widening, and shall form part of the public street.

2) No new building or part thereof shall be occupied or allowed to be occupied or used until the permission has been granted.

3) The Commencement Certificate/permission shall remain valid for one year from the date of its issue.

This permission does not entitle you to develop land which does not vest in you.

4) This Commencement Certificate/permission shall be renewed every year but such extended period shall not exceed three years provided further applications shall not bar any subsequent application for commencement under Section 43 of the Maharashtra Regional and Town Planning Act, 1966.

5) This Certificate/permission shall be subject to the conditions of the Municipal Committee.

6) The cost of the commencement certificate/permission is to be paid by you at the time of its issue.



TRUE COPY
S. S. RATANSI
AN OFFICER

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- 6) The Municipal Commissioner is satisfied that the same is obtained by applicant through fraud or misrepresentation, and the applicant and every person deriving title through or under him in such an event shall be deemed to be in contravention of Section 45 of the Maharashtra Regional and Town Planning Act, 1966.
- 7) The conditions of this Certificate shall apply not only on the applicant but on all persons, successors, assignees, administrators and every other person deriving title through or under him.
- 8) The Municipal Commissioner has appointed Perryl Kerk Assistant Engineer, to exercise his powers in relation to the Planning Authority under Section 23 of the Act. *This C.C. is issued for the work under program no. 3 (Part) # 14 of Imp. Bldg 'A' as per plan no. 14/1966-67.*

For and on behalf of the authority
 The Municipal Commissioner, Mumbai

[Signature]
 Assistant Engineer
 (General Duty) (Group IV)



FOR MUNICIPAL COMMISSIONER, MUMBAI



14-2
 14/67

Office : 265 29 34
 265 92 88
 Res. : 508 13 53
 Fax : 022-265 33 22

MAHESH JANI
 ADVOCATES, SOLICITORS

MAHESH S. JANI
 B.A., B.COM., LL.B.

101, A, All Chambers,
 Colaba Lane, Fort,
 Mumbai - 400 001.

Ref. No. 1207/167/99

20th May 1999

To,
 M/s. P.R. Enterprises

Dear Sirs,



Re: All those parcels of land or ground measuring ... as per Title Deed ... being at N.M. Joshi Marg ... (Delisle Road) together with structures standing thereon ... bearing Nos. 629, 1/629, and ... Division situated in ... Ward of Brihan Mumbai ...

In compliance with your instructions we have ... title to the abovesaid property by causing ... taken in the office of Sub-Registrar of ... and Bandra and our brief report on title is as follows:

(a) By an Indenture of Conveyance ... August 1988 registered at Bombay under ... of 68 Maharwan Nadirshaw therein called the Vendor and Sali J. Borabji therein called the Purchasers ... estate of Late Dolly Guadar ... and yourself therein called the Purchasers ... Nadirshaw, Ruston K. Fraaji and Sali J. Borabji ... convey



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and assure unto yourself, all the above-mentioned property for as therein set out;

(b) The said Conveyance is registered under No. 1270/68 on 14th February 1969 and Index Map No. 1270/68 is issued by the Sub-Registrar;

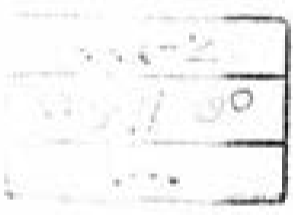
(c) The Search Notes taken prior to the registration of the aforesaid upto April, 1969 Conveyance upto 1968 reflected the following documents viz.:-

(i) Deed of Appointment of ... dated 7th July 1936 registered under Serial No. 3...

(ii) Deed of Transfer dated ... registered at Bombay under No. 2408 of 72 ... of Gaudar and ... Transfers to the ... of Gaudar and Meheran Nadirshaw.

(iii) Your aforesaid Deed of ... dated August 1968 Meheran Nadirshaw and Ora. ... no other documents are detected.

(d) We had inserted public advertisement in newspapers i.e. Free Press Journal, English ... Marathi Daily, both appeared on 18th ... in pursuant thereto no claims were received.

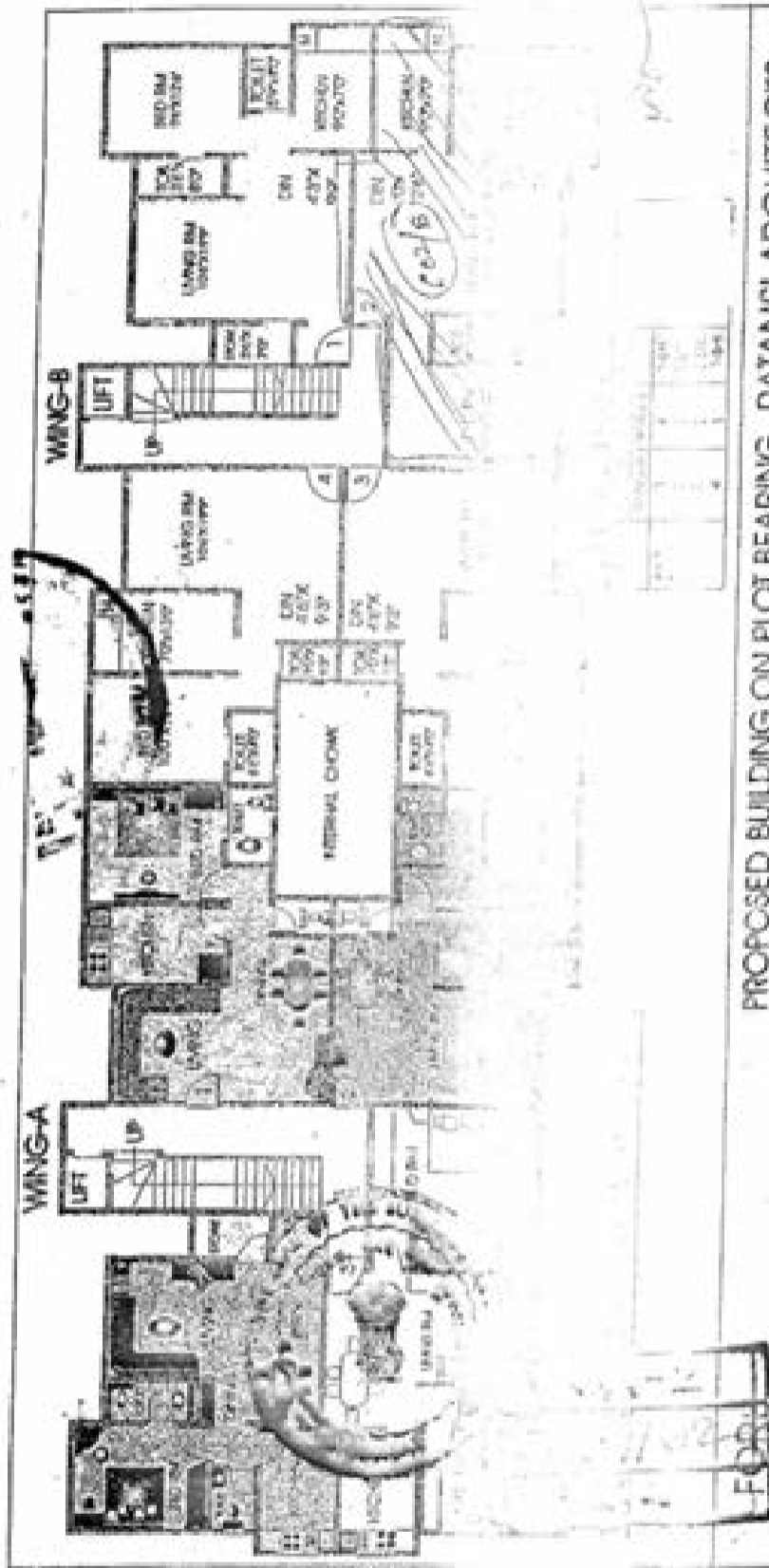


- (e) We have also perused the Cadastral Survey No. 1/829 whereby the aforesaid Conveyance dated 29th August 1964 is made showing you as the Owner of the aforesaid properties.
- (f) The Cadastral Survey Property No. 1/829 also shows Mutation by the aforesaid Conveyance in your favour.
- (g) And likewise Cadastral Survey No. 1/830 also shows Mutation of the aforesaid Conveyance in your favour.
- (h) In the premises you are the Owner of the aforesaid property bearing the abovesaid Survey Numbers viz. 1/829 and 1/830 in all 2,00,00 square metres.
2. In our opinion therefore the title to the aforesaid property in your favour is clear, free from encumbrances subject to the existing mortgages and encumbrances therein and subject to the application of the Urban Land (Ceiling & Regulation) Act, 1974.

[Handwritten Signature]
Co.

1297-LT3





M/S. P.R. ENTERPRISES.

PROPOSED BUILDING ON PLOT BEARING
C.S. NO.-829, AT LOWER PAREL DIVISION
MUMBAI.

RATANSI ARCHITECTS
ARCHITECTS & INTERIOR DESIGNERS
101, ARUNA NIVAS, 1ST FLOOR,
PALI NAKA, BANDRA,
MUMBAI- 400050.

SPECIFICATIONS AND AMENDMENTS
 BUILDING
 BEARING C. S. No. 829, 1/829
 DIVISION

SR. No.	TYPICAL ROOMS	FLOORING	WALLS	CEILING
1.	LIVING ROOM	White Marble Marbonate	White Marble	Smooth paint
2.	BED ROOM	White Marble Marbonate	White Marble	-do-
3.	KITCHEN	White Marble Marbonate	White Marble	-do- paint
4.	COOKING PLATFORM	Granite steel, Sink, single bowl, single drain board	Stainless steel	-
5.	BATH	Spartek Tiles	Ceramic tiles	-do- paint
6.	W.C.	Spartek tiles	Ceramic tiles	-do-
7.	LOFT OVER BATH & W.C.	I. P. S. Finish		
8.	LOBBY PASSAGE	White Marble marbonate	White Marble	Smooth paint
9.	BALCONY	White Marble Marbonate	White Marble	Smooth paint
10.	DOOR		White Marble panelled shutter (panelled) with key hole, night latch and door would be solid core T. w. shutter shutter solid core	



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11.	WINDOWS	Aluminium Glass operable with C. P. fixture & shutter of Nation.
12.	WINDOW SILI	White marble
13.	PLUMBING	All piping conce... pipe and fancy Dress Chro...
14.	ELECTRICAL	Concealed Copp... light / power points, T. A... points.

Door Bell
Exhaust Fan
Geyser / Boiler
Cable Antena TV

Sparks



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