



Monday, February 09, 2004

4:39:58 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 1492

गावाचे नाव पोयसर

दिनांक 09/02/2004

दस्तऐवजाचा अनुक्रमांक वदर5 - 01460 - 2004

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: जगमोहन सिंग - -

नोंदणी फी	:	3600.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (61)	:	1220.00
एकूण	रु.	4820.00

अभ्यास हा दस्त अंदाजे 4:54PM ह्या वेळेस मिळेल

सह दुय्यम निराधक्यबोरीबिली, मुंबई - पनगर जिल्हा.

बाजार मुल्य: 358000 रु. मोबदला: 230000रु.

भरलेले मुद्रांक शुल्क: 35850 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: ओरियन्टल बँक आफ कॉमस-101;

डीडी/धनाकर्ष क्रमांक: 400986; रक्कम: 3600 रु.; दिनांक: 09/02/2004

RECEIVED ON 9/2/04

Office 403  
Borivali



(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

27

403

मूळ प्रत [अहस्तांतरणीय]  
ORIGINAL COPY [NON TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place... **MUMBAI** दिनांक/Date... 6/2/08

Received from... Jag Mohan Singh

₹./Rs... 3,58,000 रुपये/Rupess. Three Lacs

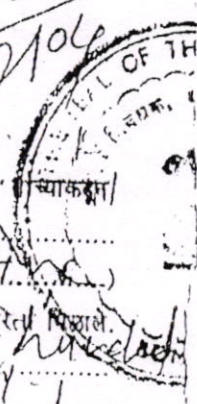
on account of **Sale of Stamp** Honorarium of Mr. Jag Mohan Singh

बंदीपाल या लेखापाल  
Cashier or Accountant

Sub-Registrar & District Registrar  
(Mumbai District)

सर्वोच्च न्यायालय  
Supreme Court

P.O. No. 038270



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Jagmohan Singh

Office no. 403

101-915 sq. ft.

101 West Avenue - C  
I.C. Colony, Holy Cross Road  
Borivli (West)  
Mumbai

*(Handwritten initials)*

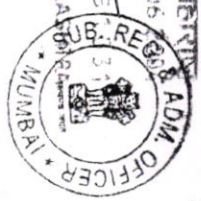
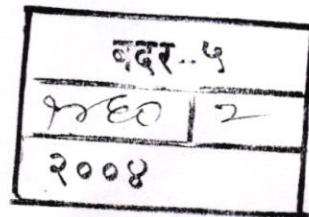
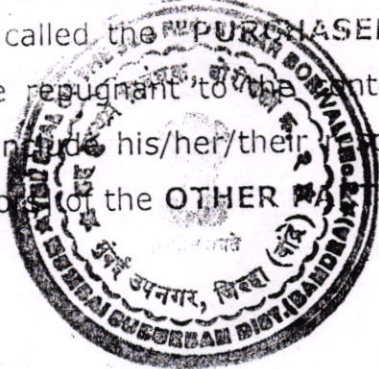
ARTICLES OF AGREEMENT made at Mumbai this 9<sup>th</sup> day of February in the Christian year Two Thousand & Four BETWEEN M/S. ARCON BUILDERS, a registered Partnership Firm, registered under the Indian Partnership Act, 1932 having its registered office at, 503, Dimple Height, Asha Nagar, Kandivali[E], Mumbai-400101, hereinafter called the "PROMOTERS" [which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors and assigns] of the **ONE PART** AND **MR./MRS./M/S JAGMOHAN SINGH**

*(Handwritten initials)*

Indian Inhabitant/s residing at/having their office at

101, West Avenue - C,  
I C Colony, Holy cross Road,  
Borivli west  
Mumbai - 400103

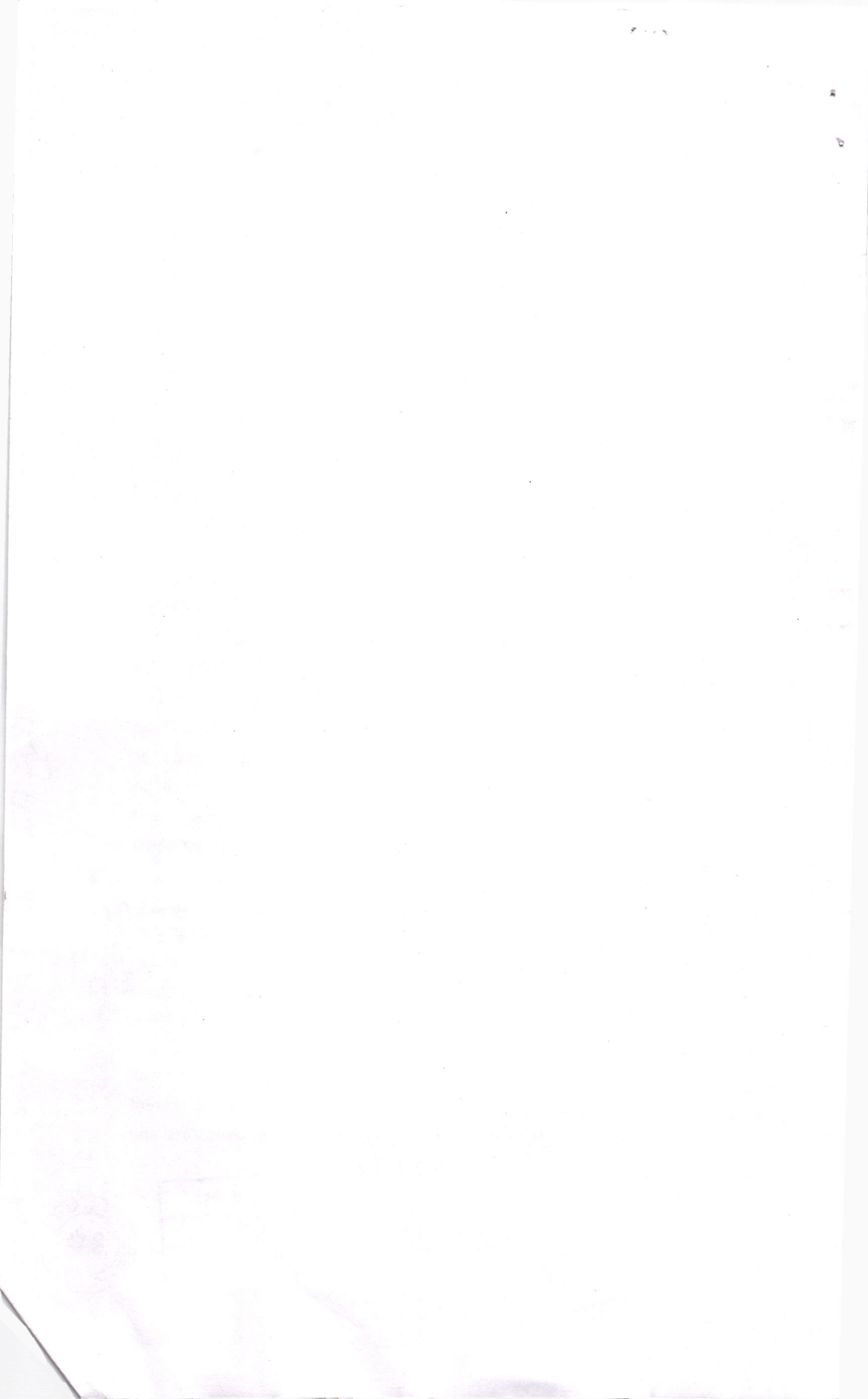
hereinafter called the "PURCHASERS" [which expression shall unless it be repugnant to the context or the meaning thereof mean and include his/her/their respective heirs, executors and administrators] of the **OTHER**



Office of the  
Administrative  
Officer Mumbai  
MA-CORP/0072  
R-0035850  
INDIA  
STAMP DUTY MAHARASHTRA

Thirty Five thousand Eight hundred Fifty Rupees only

Sub-Registrar & Administrative Officer  
Mumbai 23.  
Proprietor/Officer,  
S. KADAM





**WHEREAS** Mr. Wilfred P. Ferreira and Mrs. Tessy Wilfred Ferreira (hereinafter referred to as "the said First Owners") are the Owners of all those pieces or parcels of lands or ground situate, lying and being at Village Poiser, Taluka Borivali in the Registration District and Sub District of Mumbai City and Mumbai Suburban and bearing Survey No. 23, Hissa No.2, C.T.S. No. 720 & 721 admeasuring 2972 Sq. Yds. Equivalent to 2485 Sq. Mts. and Survey No. 25, Hissa No.4, C.T.S. No.715 & 714/1,2 admeasuring 1626 Sq. Yds. Equivalent to 1359 Sq. Mts. or thereabouts and more particularly described in the **First Schedule** hereunder written. [hereinafter referred to as "the said First Property"]

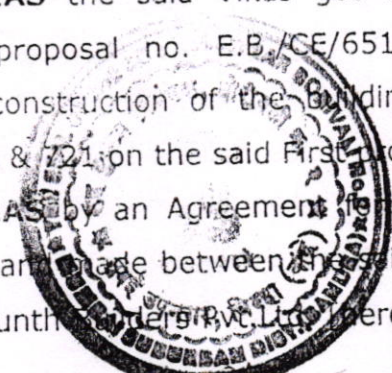
**AND WHEREAS** by an agreement for Development-cum-Sale dated 12<sup>th</sup> September 1980 and made between the said First Owners of the one part and Kanubhai Jadhavji Thakkar, Sole Proprietor of M/S Vikas Construction [hereinafter referred to as "the said Vikas"] of the other part, the said First Owners subject to the provisions of Urban Land (Ceiling & Regulation) Act, 1976 agreed to allow and permit the said Vikas to develop the said First Property for the consideration and on the terms and conditions contained therein.

**AND WHEREAS** on the execution of the said Agreement for Development-cum-Sale dated 12<sup>th</sup> September 1980, the said First Owners placed the said Vikas in the possession of the said First Property and every part thereof.

**AND WHEREAS** on 12<sup>th</sup> September 1980 the said First Owners also executed an irrevocable Power of Attorney in favour of the said Vikas with right to appoint substitute or substitutes as contained therein.

**AND WHEREAS** the said Vikas got the building plans sanctioned under proposal no. E.B./CE/6510/BS-II/AR dated 10/12/85 for the construction of the building on the portion bearing CTS No.720 & 721 on the said First Property.

**AND WHEREAS** by an Agreement for Assignment dated 14<sup>th</sup> October, 1987 and made between the said Vikas of the one part and M/S Vainkunth Builders Pvt. Ltd. hereinafter referred to



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as "the said Developer No.1] of the other part, the said Vikas transferred and assigned benefits of the said agreement for Development-Cum-Sale dated 12<sup>th</sup> September, 1980 with the said first owners together with the benefit of the sanctioned building plans and the Power of Attorney also dated 12<sup>th</sup> September, 1980 together with the possession of the said first property for the consideration and on the terms and conditions contained therein.

**AND WHEREAS** immediately on the execution of the said Agreement for Assignment dated 14<sup>th</sup> October, 1987 the said Vikas placed the Developer No.1 in possession of the said first property with right to deal with, develop or dispose of the same.

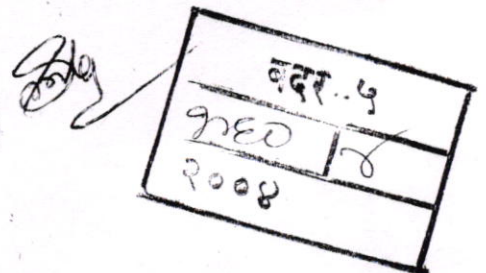
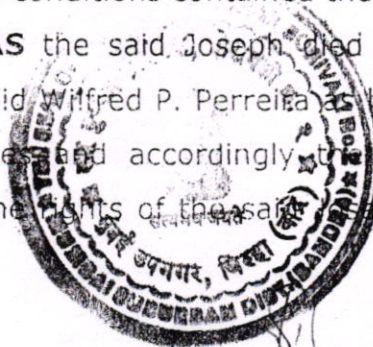
**AND WHEREAS** under said agreement for Development-Cum-Sale dated 12<sup>th</sup> September 1980 the said Vikas was required to pay for 4598 sq.yds. at the rate of Rs. 15/- per sq.yd. and the said Vikas had already paid Rs. 5,000/- to the said first owners as earnest or deposit on the execution of the said agreement leaving behind a sum of Rs.63,970/- being the balance purchase price payable by the said Vikas to the said first owners.

**AND WHEREAS** the said first owners claimed right to the said first property through Joseph Perreira alias Ferreira [hereinafter referred to as "the said Joseph"].

**AND WHEREAS** the said Joseph was entitled to the said first property by way of adverse possession.

**AND WHEREAS** without prejudice to his rights as owner by adverse possession the said Joseph agreed to purchase the right, title and interest of Byramjee Jeejibhoy Pvt.Ltd.[hereinafter referred to as "the said Byramjee"] under the agreement dated 30<sup>th</sup> January 1965 for the consideration and on the terms and conditions contained therein.

**AND WHEREAS** the said Joseph died in or about 1968 leaving behind the said Wilfred P. Perreira as his son and person entitled to his estates and accordingly the said first owners became entitled to the rights of the said Joseph under the said





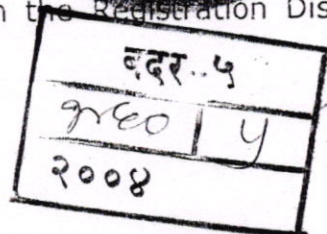
agreement for sale dated 30<sup>th</sup> January 1965 with the said Byramjee in respect of the first property.

**AND WHEREAS** the said Wilfred P. Perreira [hereinafter referred to as "the said deceased"] died interstate at Mumabi on 22<sup>nd</sup> May 1991 leaving behind (1) Mrs. Tessy Wilfred Ferreira (2) Mrs. Patsy S. Ferreira (3) Mr. Russel Wilfred Ferreira (4) Mrs. Sandra N. Carualho (5) Miss Sussie Wilfred Ferreira (6) Mr. Mark Wilfred Ferreira (7) Mrs. Rebella A. Castro (8) Mr. Maichael Wilfred Ferreira (9) Mr. Godfrey Wilfred Ferreira [hereinafter referred to as "the said heirs of the said deceased"] which includes Mrs. Tessy Wilfred Ferreira as his only legal heir and legal representative under the Indian Succession Act, 1925 by which he was governed during his lifetime and until his death.

**AND WHEREAS** by supplemental agreement dated 14<sup>th</sup> March 1994 and made between heirs of the said deceased and the said Developer No.1, the heirs of the said deceased confirmed the said agreement for Development-Cum-Sale dated 12<sup>th</sup> September 1980 executed between the said first owners and the said Vikas and also the said Power of Attorney dated 12<sup>th</sup> September 1980 executed by the heirs of the said deceased in favour of the said Vikas and also the Agreement for Assignment dated 14<sup>th</sup> October 1987 executed by the said Vikas in favour of the said Developer No.1 and also the said Power of Attorney executed by the said Vikas in favour of the Developer No.1 under the Power of Substitution contained under the Power of Attorney dated 12<sup>th</sup> September 1980 and confirmed that the same were valid, subsisting and binding upon the heirs of the said deceased and the estates of the said deceased.

**AND WHEREAS** under the circumstances the said Developer No.1 are entitled to the said first property and to the right of development thereof.

**AND WHEREAS** (1) Hector Paul Fonseca and (2) Mrs. Nally Esperance Fonseca [hereinafter referred to as "the said second owners"] were the absolute owners of all those pieces or parcels of lands or ground situate, siting and being at Village Poiser, Taluka Borivali in the Registration District and Sub District of





Mumbai City and Mumbai Suburban near Westren Express Highway, Kandivali[E] admeasuring 41000 Sq. Yds. Equivalent to 34293.68 Sq. Mts. or thereabouts and more particularly described in the **Second Schedule** hereunder written. [hereinafter referred to as "the said Second Property"]

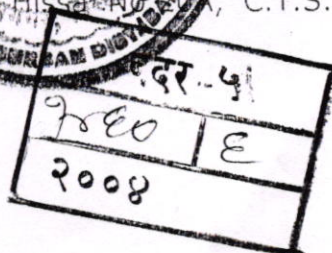
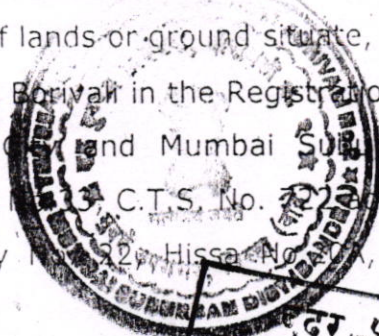
**AND WHEREAS** by an agreement for sale dated 5<sup>th</sup> June 1985 and made between the said second owners and M/S H.O.M.E. Pvt. Ltd. [hereinafter referred to as "the said Developer No.2"], the said second owners agreed to sell and the said Developer No.2 agreed purchase the said second property at or for the price and on the terms and conditions contained therein.

**AND WHEREAS** pursuant to the said agreement for sale dated 5<sup>th</sup> June 1985, the said Developer No.2 have been placed in possession of the said second property by the said second owners since 11<sup>th</sup> October 1985 with right to deal with or develop the same.

**AND WHEREAS** pursuant to the said agreement for sale dated 5<sup>th</sup> June 1985, the said second owners have executed a General Power of Attorney in favour of the said Developer No.2 to do and carry out various acts and things for and behalf of the said second owners in respect of the said second property.

**AND WHEREAS** by a supplemental agreement dated 9<sup>th</sup> April 1999 and made between the said second owners and the said Developer No.2, the total consideration payable by the said Developer No.2 was confirmed and it was agreed that the balance sum of Rs.6,50,720/- should be paid or or before 30<sup>th</sup> June 1999 and that upon such payment the said Developer No.2 shall be discharged of their obligations under the said agreement dated 5<sup>th</sup> June 1985 and the said Developer No.2 have since paid the said balance consideration to the said second owners.

**AND WHEREAS** the said second owners are also owners of pieces or parcels of lands or ground situate, lying and being at Village Poiser, Taluka Borivali in the Registration District and Sub District of Mumbai City and Mumbai Suburban and bearing Survey No. 23, Hissa No. 13, C.T.S. No. 722 measuring 263.40 Sq. Mts. and Survey No. 22, Hissa No. 27, C.T.S. No.663 &



*[Handwritten signature]*



admeasuring 651.10 Sq. Mts. and Survey No.22, Hissa No.13B, CTS No.599 and admeasuring 286 Sq. Mts. and Survey No.22, Hissa No.18, CTS No.600 and admeasuring 565.50 Sq. Mts. or thereabouts.[hereinafter referred to as "the said Further Property"]

**AND WHEREAS** by an agreement for sale dated 13<sup>th</sup> July 1987 and made between the said second owners as vendors of the one part and the said Developer No.2 as the purchaser of the other part, the said second owners agreed to sell and the said Developer No.2 agreed to purchase the said further property for the consideration and on the terms and conditions contained therein.

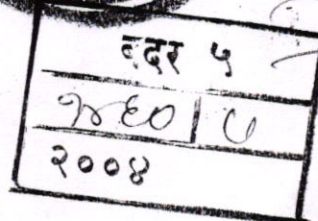
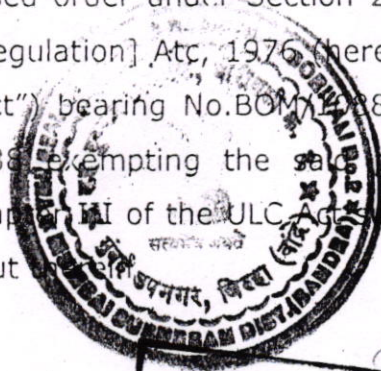
**AND WHEREAS** the said further property interalia includes Survey No. 23, Hissa No.33 C.T.S. No.722 and admeasuring 263.40 Sq. Mts.

**AND WHEREAS** pursuant to the said agreement for sale dated 13<sup>th</sup> July 1987, the said second owners have placed the said Developer No.2 in possession of the said further property with right to develop the same.

**AND WHEREAS** the said agreement for sale dated 5<sup>th</sup> June 1985 as supplemented by the agreement dated 9<sup>th</sup> April 1999 and the said General Power of Attorney dated 19<sup>th</sup> June 1985 and the said agreement for sale dated 13<sup>th</sup> June 1987 are all valid and subsisting and the same have not been terminated, rescinded and/or cancelled.

**AND WHEREAS** the said first property and the said second property and the said further property are hereinafter for brevity's sake referred to as "the said property".

**AND WHEREAS** the Under Secretary to the Government of Maharashtra passed order under Section 20(1) of the Urban Land [Ceiling and Regulation] Act, 1976 (hereinafter referred to as "the said ULC Act") bearing No.BOM/18/839/(428)/D-XIII dated 7<sup>th</sup> June 1988 exempting the said property from the provisions of the chapter III of the ULC Act subject to the terms and conditions set out





**AND WHEREAS** the Deputy Chief Engineer Building Proposals (WS) has sanctioned the Lay Out/Sub Division in respect of the said property under No. CHE/1092/LOR dated 2<sup>nd</sup> September 1999.

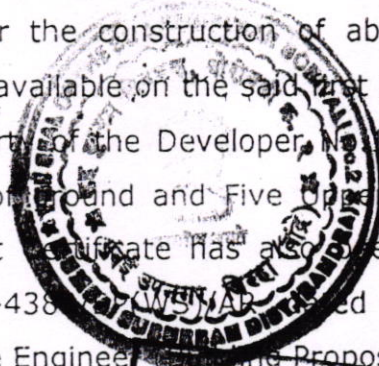
**AND WHEREAS** the Under Secretary to the Government of Maharashtra passed further orders dated 17<sup>th</sup> June 1996 and 18<sup>th</sup> April 1998 in respect of the said property.

**AND WHEREAS** in the circumstances, the Developer No.1 and the Developer No.2 are entitled to the said first property and the said second property and to the right of development thereof.

**AND WHEREAS** there is unutilized 8848 sq.ft. FSI available in the said first property/second property/further property which has not been consumed or utilized by the Developer No.1 or Developer No.2 and persons claiming through them.

**AND WHEREAS** the Promoters in the public auction held by the Appropriate Authority under the Income Tax Act, 1961 on 28<sup>th</sup> July 1993 purchased and acquired pieces or parcels of lands or ground situate, lying and being at village poiser, Kandivali[E], Taluka Borivali in the registration district and sub district of Mumbai City and suburban bearing CTS No. 711[Part] admeasuring 3051 sq.mts. or thereabouts and more particularly described in the **third schedule** hereunder written.[hereinafter referred to as "the said third property"]

**AND WHEREAS** the Promoters have got building plans sanctioned for the proposed extension to the existing commercial building No.10 [known as "DIMPLE ARCADE"] and the extension to be known as "DIMPLE ARCADE ANNEXE" on the portion of the said third Property for the construction of about 8848 sq.ft. balance unutilized FSI available on the said first property/second property/further property of the Developer No.1 and Developer No.2 and comprising one ground and five upper floors and the Works Commencement Certificate has also been issued under reference No. CHE/A-438 dated 9<sup>th</sup> May 2001 issued by the Executive Engineer (Building Proposal) R Ward.



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*J.S.*

*[Handwritten signature]*



**AND WHEREAS** by an agreement for sale dated 24<sup>th</sup> September 2001 made between the Developer No.1 and the Developer No.2 of the one part and the Promoters [referred to as the Sub Developers therein] viz. M/S Arcon Builders of the other part the Developer No.1 with the consent of the Developers No.2 have agreed to sell and transfer the said unutilized 8848 sq.ft. [Approximately] FSI on the said first property/second property/further property of the Developer No.1 and/or Developer No.2 on the said building no.10 extension on the said third property for the consideration and on the terms and conditions set out therein.

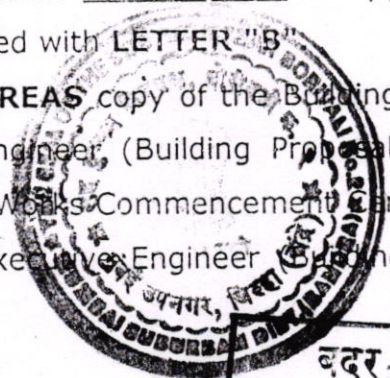
**AND WHEREAS** pursuant to the said agreement for development dated 24<sup>th</sup> September 2001, the Developer No.1 and the Developer No.2 have executed a General Power of Attorney dated — in favour of the Promoters to do and carry out various acts and things for and behalf of the said first owners and the said second owners in respect of the said property.

**AND WHEREAS** under the circumstances the Promoters are entitled to the said property and to the right of development thereof.

**AND WHEREAS** the said third Property [on the portion of which the proposed building no.10 extension is to be constructed] stands in the name of Hector Paul Fonseca & Nally Esperance Fonseca in the Revenue Records, 7/12 Extracts and the Property Register Card/City Survey Extract, copies whereof are annexed hereto and marked with **LETTER "A"** (COLLECTIVELY).

**AND WHEREAS** M/s. Parimal K. Shroff & Co., Advocates and Solicitors have certified title to the said property as per the Report on Title dated 9<sup>th</sup> Jun-95 a copy whereof is annexed hereto and marked with **LETTER "B"**

**AND WHEREAS** copy of the Building Plans sanctioned by the Executive Engineer, (Building Proposals)(Western Suburbs) R-Ward and the Works Commencement Certificate has also been issued by the Executive Engineer (Building Proposals)(Western



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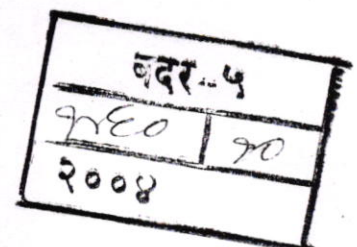
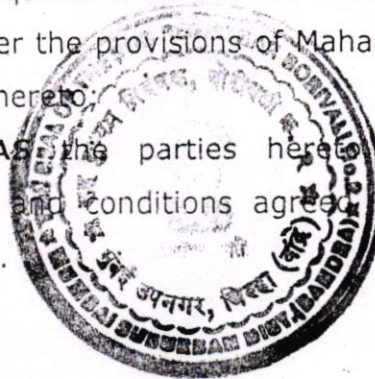
Suburbs) R-Ward bearing reference no. CHE/A-4382/BP(WS)/AR dated 9<sup>th</sup> May 2001, copies whereof are annexed hereto and marked with **LETTER "C"(COLLECTIVELY)**.

**AND WHEREAS** copy of the Building Plans submitted by the Promoter to the Mumbai Municipal Corporation for construction of the extension to the said building no.10 as set out herein above on the said Property, being in the process and Purchaser do hereby confirm that they have consented to Promoters constructing further floor or floors on the said Building or any Annex Wing attached or annexed to the said Building or any independent structure or structures including any Building or Buildings or Row Houses on the said Property as may be permissible by the Mumbai Municipal Corporation in accordance with the said either Proposal No. \_\_\_\_\_ or Proposal No. \_\_\_\_\_ or any other change therein as the Promoters may desire and the consent of the Purchaser is free and voluntary consent as contemplated under Maharashtra Ownership Flats (Regulation and the promotion of construction, sale, Management and transfer) Act, 1963.

**AND WHEREAS** the Promoters are constructing the extension building to the existing shopping center 'Dimple Arcade' of Ground and Five Upper floors and comprising Shops/Offices, Car Parking Space/Garage and which is to be known as "**DIMPLE ARCADE ANNEXE**" on the said third property and have agreed to sell and the Purchaser has agreed to purchase Shop/Office No. no3 on the 4<sup>th</sup> floor of the said building "**DIMPLE ARCADE ANNEXE**" for the price and on the terms and conditions hereinafter appearing.

**AND WHEREAS** the Promoters have handed over all the original documents required to be handed over by the Promoters to the Purchaser under the provisions of Maharashtra Ownership Flats Act, 1963 prior hereto;

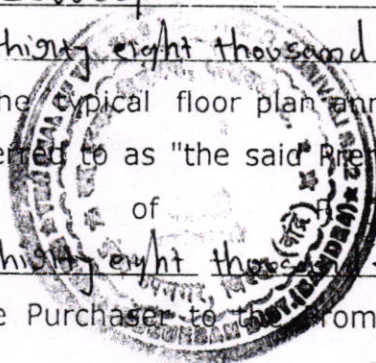
**AND WHEREAS** the parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.





**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1. The Promoters are developing all those pieces or parcels of lands or ground situate lying and being at Village Kandivali, Taluka Borivali in the Registration District and Sub District of Mumbai City and Mumbai Suburban and bearing CTS No. 711.[Part] and admeasuring 3051 sq.mt. or thereabouts and more particularly described in the third Schedule hereunder written (hereinafter referred to as "the said Property").
2. The Promoters are constructing the extension to the existing building no.10 to be known as "DIMPLE ARCADE ANNEXE" of Ground and Five Upper floors and comprising Shops/Offices, Car Parking Space/Garage as per the sanctioned Building Plans sanctioned by the Mumbai Municipal Corporation on 9th May 2001 with Commencement Certificate bearing reference no. CHE/A-4382/BP(WS)/AR dated 9th May 2001 in respect of the said Property and are annexed and marked with **LETTER "C"(COLLECTIVELY)** and the Purchaser/s confirm/s that the copies annexed are the true copies of the said plans and the same are inspected and perused by the Purchaser/s.
3. The Promoters have agreed to sell and the Purchaser/s have agreed to purchase ~~Shop~~/Office No. 403 on the 4<sup>th</sup> level floor of the extension to the existing building no.10 to be known as "DIMPLE ARCADE ANNEXE" on the said Property admeasuring 101.95 Sq.Ft.(Carpet area) for the price of Rs. 238000/-  
 (Rupees Two lac thirty eight thousand — only) and as shown on the typical floor plan annexed hereto and (hereinafter referred to as "the said Premises"). The said price of 238000/-  
 (Rupees Two lac thirty eight thousand — only) shall be paid by the Purchaser to the Promoters in the following manner: -



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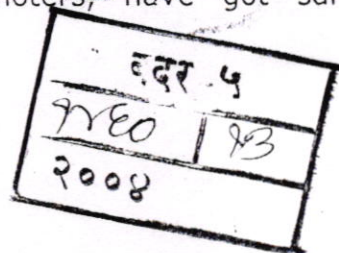
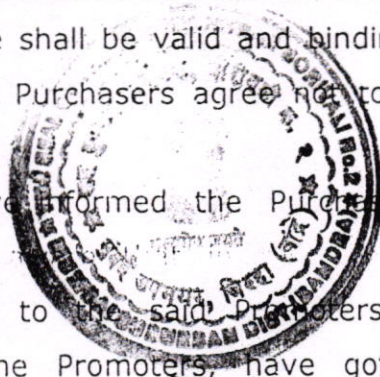


(k) A sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on the flooring work of the said premises of the proposed Building being commenced.

(l) A sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

on the possession of the said Premises being offered by the Promoters to the Purchasers as licensee pending execution of Deed of Conveyance in favour of any Co-operative Society or Limited Company or Condominium of Apartment Owners as the case may be and upon execution of such Conveyance such personal license to enter upon and enjoy the said Premises in favour of the Purchasers shall automatically become absolute possession of the Purchasers. The Purchasers shall pay the amounts as aforesaid on the due date without fail and without any delay or default or demur as time in respect of the said payment is of the essence of the Agreement. The Promoters will forward to the Purchasers intimation of the Promoters having carried out the aforesaid work at the address given by the Purchasers under this Agreement and the Purchaser will be bound to pay the amount of installments within eight days of Promoters dispatching such intimation Under Certificate of Posting at the address of the Purchasers as given in these presents. The Promoters will keep the Certificate of their Architect Messrs. Sharad Shiledar & Associates certifying that the Promoters have carried out and completed the specified stage of Work and such Certificate will be open for inspection by the Purchasers at the office of the Promoters and such Certificate shall be valid and binding upon the Purchasers and the Purchasers agree not to dispute the same.

4. The Promoters have informed the Purchasers and the Purchaser/s is/are \_\_\_\_\_ Property belonging to the said Promoters and under development by the Promoters, have got sanctioned

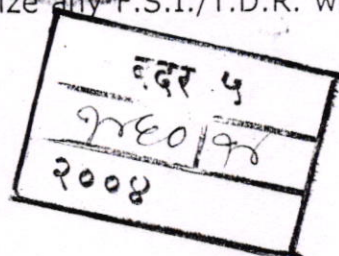


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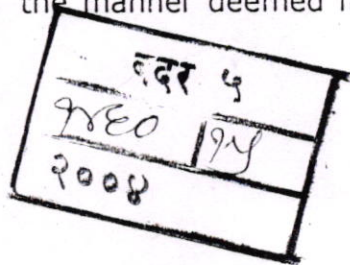
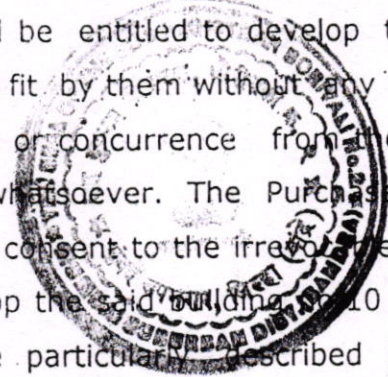
Building Plans in respect of the said property for the construction of multi storey Buildings thereon. The Purchaser further confirms and irrevocably consent to the Promoters amalgamating or sub-dividing or allowing the said Property to be developed in part or parts by the nominee or nominees or assignee or assignees of the Promoters and to give on lease, sub-lease or under lease the said Property or any part thereof including converting the tenure of the said Property from Free hold to Lease hold as the Promoters may desire and the Purchaser hereby unconditionally and irrevocably consent to the same.

5. The Purchasers do hereby confirm that the Promoters are constructing the said Building on the said third property forming part of the Lay Out Complex known as "ASHA NAGAR" by utilizing Floor Space Index available on the said first Property/second property/further property and also partial Transfer of Development Rights (T.D.R.) to be obtained by the Promoters and the Promoters intend to utilize further T.D.R. and benefit of F.S.I. on the said Property in accordance with either Proposal No. \_\_\_\_\_ or Proposal No. \_\_\_\_\_, and Purchaser do hereby confirm that they have consented to such future and/or further construction of adjoining structure or structures of the said Building no.10 in accordance with the said either Proposal No. \_\_\_\_\_ or Proposal No. \_\_\_\_\_ or any other change therein as the Promoters may desire and the consent of the Purchaser is free and voluntary consent as contemplated under Section 7 of the Maharashtra Ownership Flats (Regulation and the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
6. The Purchasers hereby expressly consent to the Promoter re-designing the said building and area or areas which the said Promoters may desire to realign and redesign and the Promoters will be entitled to utilize any F.S.I./T.D.R. which





- may be available and/or allowed to be utilized on the said Property or any part thereof or any adjoining property or properties as the case may be and till entire Lay Out Complex is completely developed and the F.S.I./T.D.R available on the said Property is duly utilized by the Promoters and the amount or amounts receivable by the Promoters from the Purchasers of premises in the said Building is/are duly received by the Promoters and all the obligations required to be carried out by the Purchasers herein and the purchasers of premises from the said Promoters in the said Building are fulfilled by them, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium of Apartments as the case may be and the Purchasers agree and irrevocably consent not to have any demand or dispute or objection in that behalf.
7. The Promoters have also given inspection to the Purchasers of original Building Plans sanctioned by the Mumbai Municipal Corporation on 9<sup>th</sup> May 2001 with Commencement Certificate dated 9th May 2001 in respect of the said Building No.10 and copies whereof are annexed hereto and marked with **LETTER "C"**.
8. It is expressly agreed that right of the Purchasers under this Agreement is only restricted to the Premises agreed to be sold by the Promoters and agreed to be acquired by the Purchasers and all the other premises and portion or portions of the said Complex and the said building shall be the sole property of the Promoters and the Promoters shall be entitled to develop the same in the manner deemed fit by them without any reference or recourse or consent or concurrence from the Purchasers in any manner whatsoever. The Purchaser/s do/doth hereby confirm and consent to the irrevocable right of the Promoters to develop the said building No.10 on the said third Property more particularly described in the third Schedule hereunder written in the manner deemed fit by

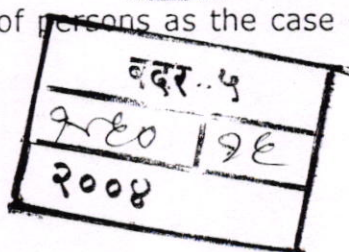
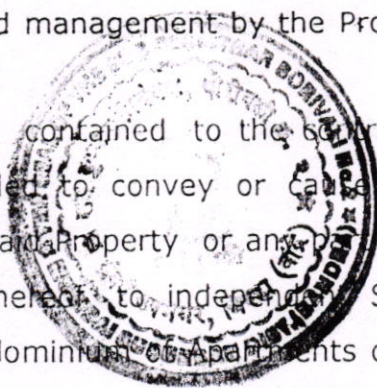


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the Promoters without any further or other consent or concurrence in future.

9. In the event of Promoters permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of Purchasers in the said Building No.12, more particularly described in the Schedules hereunder written as the Promoters may desire in their sole discretion and such proposed Society or Limited Company or Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company or Condominium of Apartments and shall not take charge or demand administration of the said Building or the said Buildings more particularly described in the Schedules hereunder written till the Building is duly completed by the Promoters and till entire F.S.I./T.D.R. available in respect of the said Property more particularly described in the Schedules hereunder written is duly utilized by the Promoters and any further or other F.S.I. which may become available in respect of the said Property or any adjoining portion or Property is fully utilized by the Promoters and all the Purchasers of Premises have observed and performed and fulfilled their obligations under the Agreement for acquiring the Premises with the Promoters as contained herein without any delay or default. The Purchasers further confirm that any such proposed Society, Limited Company or Condominium of Apartments Owners or Adhoc Committee shall be subject to over all paramount rights of the Promoters and control and management by the Promoters alone.
10. Notwithstanding what is contained to the contrary the Promoters shall be entitled to convey or cause to be conveyed or demise the said Property or any part thereof or portion or portions thereof to independent Society, Limited Company or Condominium of Apartments or Body of persons or associations of persons as the case may be



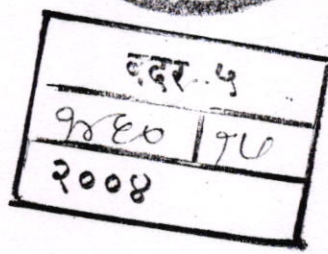
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and the option to be selected and exercised by the Promoters shall be the sole option of the Promoters and the Purchasers confirm that neither the Purchaser herein nor any Body of prospective purchasers will be entitled to call upon or compel the Promoters to select any specific option as the case may be.

11. It is expressly agreed that it will be the sole option of the Promoters to convey or demise such land appurtenant with common or exclusive right to use as the Promoters may desire to any Society, Limited Company or Condominium of Apartments as the case may be and neither the Purchaser herein nor the Body of prospective purchasers shall dispute, object or to oppose the decision of the Promoters in that behalf.

12. Subject to terms of this Agreement being fulfilled and subject to provisions of this Agreement the Promoters shall execute conveyance or conveyances in respect of the said Property or any part thereof or execute lease or sub-lease or under-lease in respect of the said Property or any part thereof either portion wise or for the building as the Promoters may desire and all costs, charges, expenses by way of stamp duty and registration fee and all other expenses whatsoever shall be borne and paid by the Purchasers alone along with other prospective purchasers of premises on pro-rata basis and contribution of the purchasers shall be determined by the Promoters and the Contribution demanded by the Promoters shall be valid and binding upon the Purchasers and the Purchasers shall not object to or oppose or dispute the same in any manner whatsoever. Simultaneously along with conveyance and/or lease in respect of the said Property or any part thereof being executed either by the Promoters or the Owners or the Developers, the Promoters shall also hand over or cause to be handed over possession of the said Premises to the Purchaser/s herein

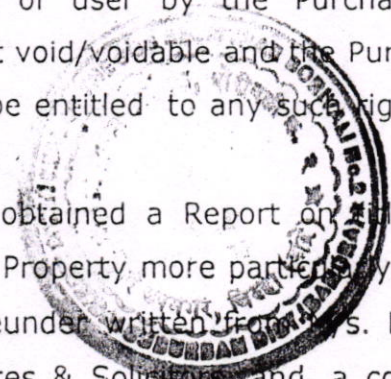


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along with all other prospective purchasers as the case may be.

13. It is expressly agreed that the Purchasers shall be entitled to the common areas and facilities along with the said Premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchasers will enjoy in the common areas and facilities appurtenant to the said Premises agreed to be sold is set out in the **Forth Schedule** hereunder written.
14. It is expressly agreed that the Purchasers shall be entitled to the Limited Common areas and facilities along with the said Premises and the extent, nature and description of such limited common areas and facilities and the percentage of undivided interest which the Purchasers will enjoy in the limited common areas and facilities appurtenant to the said Premises agreed to be sold is set out in the hereunder written **Fifth Schedule**.
15. It is expressly agreed between the Promoters and the Purchasers that the said Premises shall be utilized for Commercial purposes and Garages/Car parking space/area covered under the stilt shall be used only for parking vehicle belonging to the Purchaser and for no other purpose or purposes whatsoever. The Purchasers agree not to change use of the said Premises without prior consent in writing of the Promoters which the Promoters will be entitled to refuse if they so desire and any unauthorized change of user by the Purchasers shall render this Agreement void/voidable and the Purchasers in that event shall not be entitled to any such right arising out of this Agreement.
16. The Promoters have obtained a Report on file of the Promoters to the said Property more particularly described in the Schedules hereunder written from **S. Parimal K. Shroff & Co., Advocates & Solicitors** and a copy of the Certificate is annexed hereto and marked with **letter**



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- "B". The Purchaser confirms having inspected the original title certificate and the Purchasers further confirm that the copy annexed hereto is the true copy of the original Certificate inspected by the Purchaser. The Purchaser accepts the said Title Certificate and the Purchaser agrees not to raise any further or other requisitions or objections to the title of the said Co-Owners and/or Promoters to the said Property.
17. The Revenue Records i.e. 7/12 Extract and Property Register Card / City Survey Extract stands in the names of Hector Paul Fonseca and Naily Esperance Fonseca and copies of the said Revenue Records i.e. 7/12 Extract and Property Register Card / City Survey Extract are annexed hereto and marked with **letter "A" (COLLECTIVELY)** and the Purchaser confirms that the inspection of the original records is taken by the Purchaser prior to the execution of these presents and the copies annexed are the true Xerox copies of the original records inspected by the Purchasers.
18. It is expressly agreed that the said Premises shall contain (save and except garage, car parking space, area covered under stilt which shall be of a normal brick structure with cement plaster and cement flooring) specifications, fixtures, fittings and amenities as set out in the **Sixth Schedule** hereunder written and the Purchaser confirms that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Premises.
19. The Promoters confirm that they are developing the said Property in accordance with the sanctioned plans and the Floor Space Index as well as Transfer of Development Rights available on the said Property.
20. The Purchaser confirms that the Promoters have given full free and complete inspection of documents of title in respect of the said Property including the diverse Agreement for Development/Sale as referred to herein

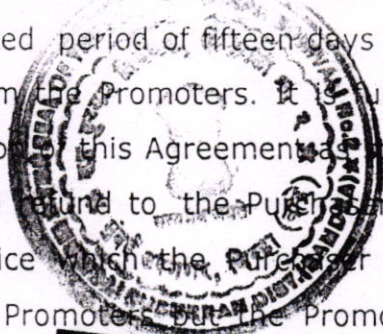
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above and the Purchaser confirm that he/she/they has/have entered into this Agreement after inspecting the aforesaid documents.

21. The Purchaser confirms that the installments payable by the Purchaser under these presents shall be payable on the due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Purchaser to the Promoters is of the essence of the contract. If the Purchaser makes delay or default in making payment of any of the installments or amounts the Promoters shall be entitled to charge interest at the rate of 24% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoters without prejudice to their other rights in law and under these presents. It is further agreed that on the Purchaser committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges, maintenance charges and all other outgoing), the Promoters shall be entitled at their option to terminate this Agreement. PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters only after giving the Purchaser 15 days prior notices in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters intend to terminate the Agreement and if the Purchaser continues the default in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice from the Promoters. It is further agreed that upon termination of this Agreement as stated herein, the Promoters shall stand to the Purchaser the installments of the sale price which the Purchaser may have till then paid to the Promoters but the Promoters



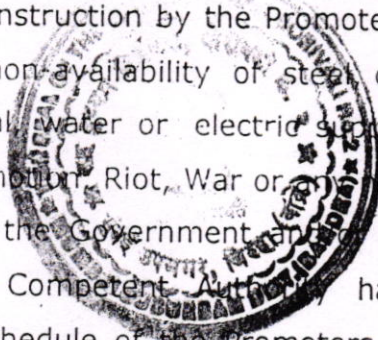
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shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount by the Promoter, the Promoter shall be at liberty to dispose of and sell the said Premises to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Purchasers shall have no right in that behalf.

22. The Promoter will sell all premises intended to be constructed on the said Property with a view ultimately that the Purchaser of all the premises in the said buildings shall be admitted to such Co-operative Housing Society, Limited Company or Condominium of Apartment of all such prospective Purchaser/s of premises (hereinafter referred to as "the said Organization") and upon the Purchaser of all the premises in such building/buildings paying in full their respective dues payable by them to the Promoters and complying with the terms and conditions of their respective Agreements with the Promoters, the Promoter shall convey or demise and transfer or cause to be conveyed or demised and transferred the said Property in favour of the said Organization of various premises purchasers.
23. It is expressly agreed that the possession of the said Premises will be handed over by the Promoters to the Purchasers on or before 31st day of March 2003, Provided the Promoters have received the full purchase price of the said Premises and the amounts payable by the Purchaser/s to the Promoters under these presents and provided the construction by the Promoters is not delayed on account of non-availability of steel cement and other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, order, rule notification of the Government and any other Public Body and/or a Competent Authority has disturbed the construction schedule of the Promoters and there is no



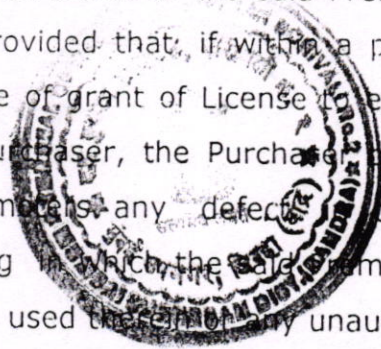
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delay in issue of Occupation Certificate and/or Building Completion Certificate by the Mumbai Municipal Council and/or Planning Authority and circumstances beyond the control of the Promoters. If the Promoters for the aforesaid reasons beyond the control of the Promoters are unable to give possession of the said Premises by the date stipulated herein above then the Promoters agree that they shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said Premises with simple interest at the rate of 18 % per annum from the date the Promoters received the sum till the dates the amounts and interest thereon is re-paid by the Promoters to the Purchasers. Till the said amount and interest as stated is refunded by the Promoters to the Purchasers they shall subject to prior encumbrances if any, be charged on the said Property as well as the Premises in question. It is agreed that upon refund of the said amount together with interest as stated herein above the Purchasers shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises or against the said Property in any manner whatsoever and the Promoter shall be entitled to deal and dispose of the said Premises to any other person or party as the promoters may desire at their absolute discretion.

24. Upon the purchasers being given License to enter upon the said Premises, he/she/they shall have no claim against the Promoters as regards the quality of the building material used for construction of the said Premises or the nature of the construction of the said Premises or otherwise howsoever, provided that, if within a period of two years from the date of grant of License to enter the said Premises to the Purchaser, the Purchaser brings to the notice of the Promoters any defect in the said Premises or the building in which the said Premises are situated or the material used thereon by unauthorized



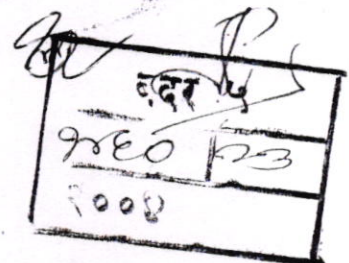
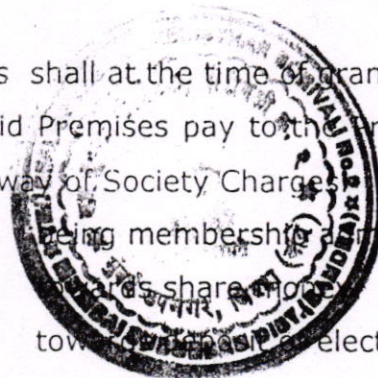
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change in the construction of the said building, then, wherever possible such defect or unauthorized changes shall be rectified by the Promoters at his/their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchasers shall be entitled to receive from the Promoter/s reasonable compensation for such defect or change.

25. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Municipal Corporation of Greater Mumbai or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of a similar nature becoming payable by the Promoter/s the same shall be paid by the Purchasers to the Promoters in proportion to the area of the said Premises and in determining such amount the discretion of the Promoters shall be conclusive and binding upon the Purchasers. It is agreed that the betterment charges referred herein above shall mean and include prorate charges which the Purchasers may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any) making and maintaining of Internal Roads, and access to the said property, drainage, lay out and all other facilities time to time till the charge of the said property is handed over to such Society or Limited Company or Condominium of Apartment as the case may be.
26. (A) The Purchasers shall at the time of grant of License to enter upon the said Premises pay to the Promoters the following amount by way of Society Charges
- (i) Rs. 100/- being membership and admission fees.
  - (ii) Rs. 250/- being share money.
  - (iii) Rs. 2500/- towards electric meters,





- (iv) Rs. 5000/- towards legal costs.
- (iv) Rs.     —     towards provisional outgoings for Administrative costs, municipal taxes, water bill, common electric bill, maintenance charges, and any other Society expenses.

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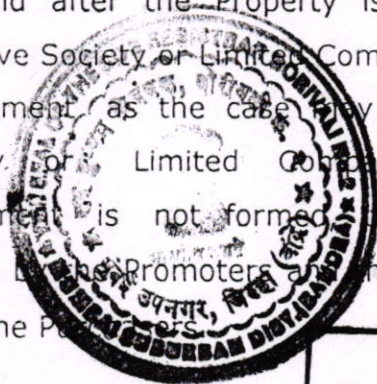
TOTAL :- Rs. 7850/-

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These aforesaid amounts are to be paid before the License to enter is given and no interest will be payable thereon. The Promoters shall utilize the above sum paid by the Purchaser to the Promoters for meeting all administrative and legal costs, charges and expenses, including professional costs of the Attorneys at Law/Advocates of the Promoters in connection with formation of such Society or Limited Company or Condominium of Apartments as the case may be. Limited Company or Condominium of Apartment as the case may be for preparing its rules, regulations and bye laws and the cost of preparing and engrossing this Agreement and the conveyance or conveyances.

(B) The aforesaid amounts after deduction there from arrears of Taxes and expenses mentioned in the Fifth Schedule and the expenses incurred in the formation of the Co. operative Society or Limited Company or Condominium of Apartment or legal expenses etc. will be transferred by the Promoters to the Society as and when such Co. operative Society or Limited Company or Condominium of Apartment is formed and after the Property is finally transferred to Co. operative Society or Limited Company or Condominium of Apartment as the case may be. If, however, such Society or Limited Company or Condominium of Apartment is not formed, the said amounts will be retained by the Promoters and the same will not be refunded to the P

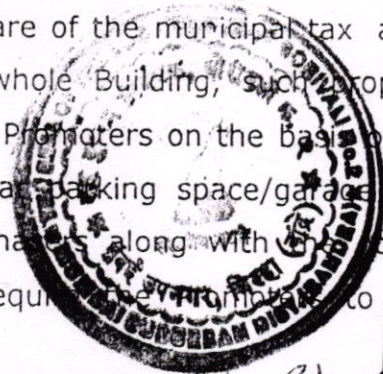


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27. The Purchaser hereby agrees to reimburse to the Promoter the Stamp Duty payable on the Deed of Conveyance intended to be taken by the Promoter in his name as Promoter under the provisions of Maharashtra Ownership Flats (Regulation and the Promotion of construction, sale, management and transfer) Act, 1963 of "DIMPLE ARCADE CO-OPERATIVE HOUSING SOCIETY LTD. (PROPOSED)" or such other name as may be permitted by the Registrar of Co-operative Societies under Maharashtra Co-operative Societies Act, 1960. The Purchaser hereby undertakes to reimburse to the Promoter the said amount of Stamp Duty and Registration Fee paid by the Promoter on the said Conveyance before taking by way of license to enter upon the said premises or pro-rata basis along with other Purchasers of premises in the said building.
28. Notwithstanding anything contained in this Agreement the Purchasers hereby agree to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, municipal taxes, maintenance charges and outgoing in respect of the items specified in the **Seventh Schedule** hereto such share to be determined by the Promoters having regard to the area of each premises/garage. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, municipal taxes and outgoing.
29. So long as each Shop/Office/car parking space/garage in the said Building shall not be separately assessed for municipal taxes and water taxes, the Purchasers shall pay to the Promoters or to the said Organization when formed a proportionate share of the municipal tax and water tax assessed on the whole Building, such proportion to be determined by the Promoters on the basis of the area of each Shop/Office/car parking space/garage in the said Building. The Purchaser along with other premises holders will not require to contribute a

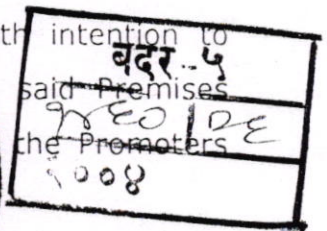
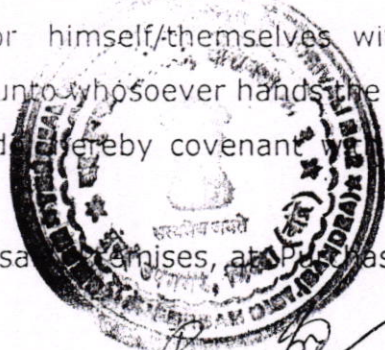


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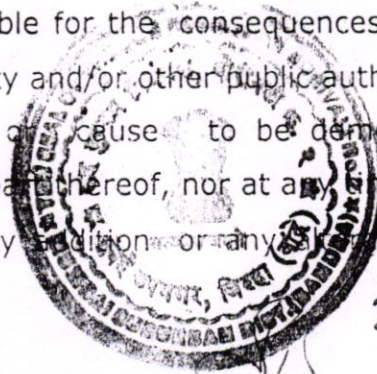
proportionate share of the maintenance charges of the Shop/Office/premises/garage etc. which are unsold and not disposed of by the Promoters. The Promoters will also be entitled to the refund of the municipal taxes on account of the vacancy of the said Premises.

30. The Purchasers shall from and after the date of receipt by him/her/them of the notice from the Promoters to take License to enter the said Premises regularly pay every month irrespective of possession being taken or not a provisional amount of Rs. 1000/- towards taxes, salary of the persons appointed by the Promoters, to manage and look after the building, the Chowkidars, liftmen, sweepers, insurance premium etc. and other outgoing and expenses including the outgoing mentioned in the **Seventh Schedule** hereto.
31. The Purchaser shall not use the said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said Building or for any illegal or immoral purpose or unauthorized purpose.
32. If the Promoters are not able to give possession of the said Shop/Office/car parking space to the Purchasers by the due date as herein above mentioned on account of any reasonable cause or circumstances beyond their control the Purchasers shall not be entitled to any damages whatsoever but he/she/they shall be entitled to remedies available under Section 7 of the Maharashtra Ownership Flats (Regulation and Promotion of Construction, Sale, Management and transfer) Act, 1963.
33. The Purchaser for himself/themselves with intention to bring all persons unto whatsoever hands the said Premises may come doth/d hereby covenant with the Promoters as follows: -
- (a) To maintain the said Premises, at Purchasers own cost



in good tenantable repair and condition from the date of License to enter the said Premises is granted to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said Premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said Premises is situated and the said Premises itself or any part thereof.

- (b) Not to store in the said Premise any goods which are of hazardous, or combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said Premises is situated or the said Premises on account of negligence or default of the Purchasers shall be liable for the consequences of the breach.
- (c) To carry at his/her own cost all internal repairs to the said Premises and maintain the said Premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchasers and shall not do or suffering to be done anything in or to the building in which the said Premises is situated or the said Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchasers committing any act in contravention of the above provision the Purchasers shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or any alteration in the

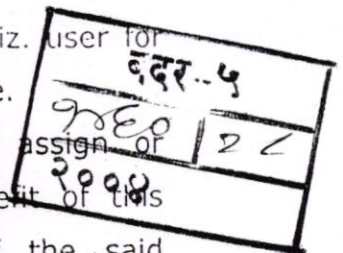
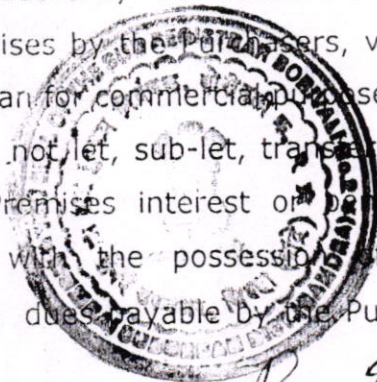


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elevation and outside colour scheme of the Building in which the said Premises is situated and shall keep the portion, sewers, drains pipes in the said premises and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the Building in which the said Premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. parrdis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society or the Limited Company.

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building in which the said Premises are 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, rage, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the Building in which the said Premises is situated.
- (g) To pay to the Promoters within 7 days or demand by the Promoters his/her/their share of maintenance charges, security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Building in which the said Premises is situated.
- (h) To bear any pay increase in local taxes, water charges, insurance and such other levy, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the said Premises by the Purchasers, viz. user for any purposes other than for commercial purpose.
- (i) The Purchaser shall not let, sub-let, transfer assign or part with the said Premises interest or benefit of this Agreement or part with the possession of the said Premises until all the dues payable by the Purchasers to

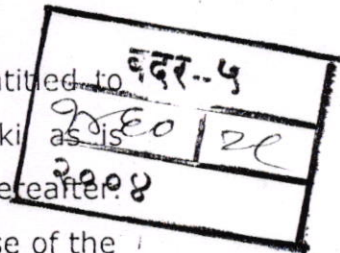
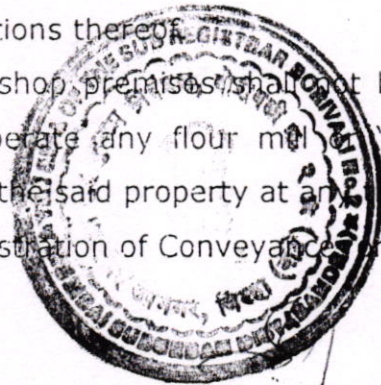


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the Promoters under this Agreement are fully paid up and only if the Purchasers had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchasers has/have first obtained consent in writing of the Promoters, which the Promoters are entitled to refuse without assigning reasons.

- (j) The Purchasers shall observe and perform all rules and regulations which the Society or the Limited Company or Condominium of Apartment may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building Rules, regulations and bye-laws for the time being of the concerned Local Authority and of Government and other Public Bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company or Condominium of Apartment regarding the occupation and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.
- (k) Till a Conveyance or demise of Building in which the said Premises is situated is executed, the Purchasers shall permit the Promoters and his/their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part or whole of the Premises to view and examine the state and conditions thereof.
- (l) The purchasers of shop premises shall not be entitled to run, conduct or operate any flour mill Chakki as is popularly known in the said property at any time hereafter.
34. At the time of registration of Conveyance or lease of the

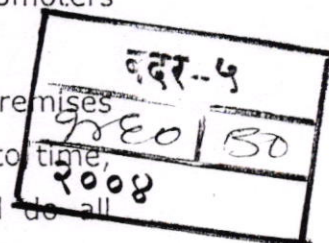
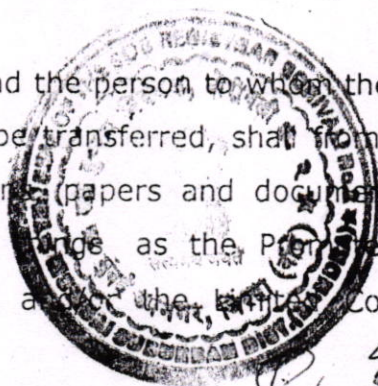


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said property the Purchaser shall pay to the Promoters the Purchaser's share of stamp duty and registration charges payable, by the said Society or Limited Company or Condominium of Apartment on the Conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company or Condominium of Apartment without any delay or default.

35. The Purchasers shall from the date of his/her taking possession maintain the said Premises at his/her/their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the said Premises, staircase, lift, stilt portion and common passages which may be against the rules and bye laws of the Municipal Corporation of Greater Mumbai or any other authority and nor shall Purchasers change alter or make additions to or to the said Building or any part thereof. The Purchasers shall be responsible for any breach of this provision, which shall render this Agreement void as hereinafter appearing.
36. Provided it does not in any way affect or prejudice the rights of the Purchasers in respect of the said Premises the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said Property more particularly described in the Schedules hereunder written.
37. The Purchasers shall not let, sub-let, sell, transfer, assign, or part with his/her/their interest under or benefit of this Agreement or part with possession of the said Premises without the prior permission in writing of the Promoters as set out herein.
38. The Purchasers and the person to whom the said Premises are permitted to be transferred, shall from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoters or the Co-operative Society or the Limited Company and/or



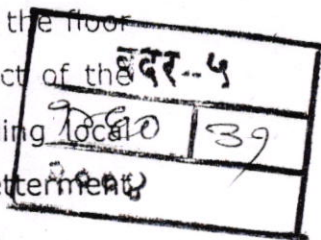
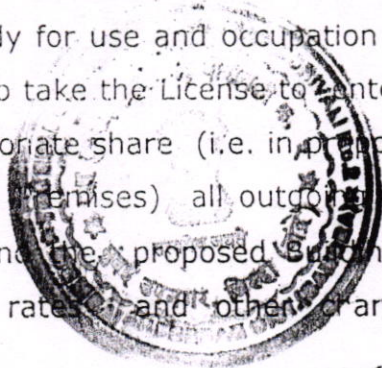
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Condominium of Apartment/Owners (as the case may be) and may require for safeguarding the interest of the Promoters and/or the Purchaser and other Purchasers in the said Property more particularly described in the Schedules hereunder written.

39. The Purchasers and the person to whom the said Premises is permitted to transfer with the written consent of the Promoters shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the Co-operative Society or Limited Company or Condominium of Apartment as and when required and/or all the provisions of the Memorandum and Articles of Association of the Limited Company, when incorporated and/or the Condominium of Apartments and the addition alterations or amendments thereof for the observance and carrying out the Building rules and Regulations and the Bye-Laws for the time being of the Municipal Corporation of Greater Mumbai and other local and/or public bodies. The Purchasers and persons to whom the said Premises are allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such Co-operative Society or Limited Company or Condominium of Apartments as the case may be regarding the occupation and use of the said Premises and the said Property and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoing.

40. It is agreed between the Promoters and the Purchasers that commencing a week after the notice in the writing is made by the Promoters to the Purchasers that the Premises is ready for use and occupation the Purchasers shall be liable to take the License to enter the same and pay the proportionate share (i.e. in proportion to the floor area of the said Premises) all outgoing in respect of the said Property and the proposed Building including local taxes, cesses, rates and other charges, betterment

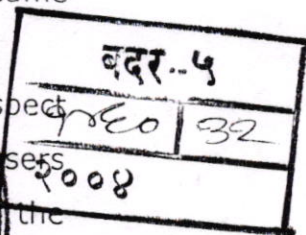
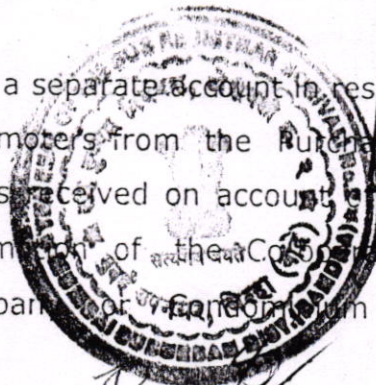


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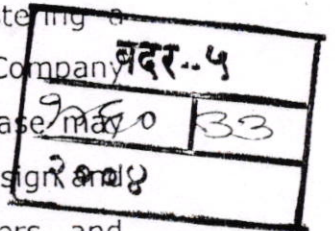
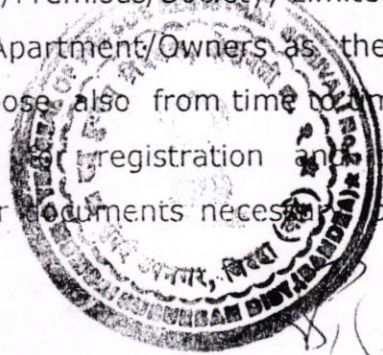
charges and all other rules by the local authority, government, water charges, Insurance charges, maintenance charges, common lights, repairs, salaries of clerks, Bill Collector's charges, Chowkidar and Sweeper charges, and all other expenses necessary and incidental to the administration, management and maintenance of the said Property and the said Building and until the said Property is transferred to any Co-operative Society, Limited Company or Condominium of Apartment as the case may be the Purchasers shall pay to the Promoters the proportionate share of outgoing as may be determined by the Promoters. The Purchasers further agree that till the Purchasers share is so determined the Purchasers shall pay to the Promoters, the provisional monthly contribution of Rs. 1000/- per month towards such outgoing and taxes the amount so paid by the Purchasers to the Promoters shall not carry any interest and remain with the Promoter only till such time a Conveyance is executed in favour of any Society, Limited Company or Condominium of Apartment as the case may be, subject however to the provisions of Section 6 of the Maharashtra Ownership Flats Act, 1963. On such Conveyance being executed the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Society or Limited Company or Condominium of Apartment/Owners as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoing and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

41. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchasers as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Limited Company or Condominium of





- Apartment/Owners or towards the outgoing, legal charges and shall utilize the amounts only for the purposes for which they have been received.
42. The Purchasers shall form of the Purchaser along with the other Purchasers who have taken or who may take the other Premises in the said Building form a Co-operative Society or Limited Company or Condominium of Apartment. The rights of the Purchasers of the said Premises will be recognized and regulated by the provisions of the said Co-operative Society or Limited Company or Condominium of Apartment and the rules and regulations framed by them thereunder.
43. On receipt by the Promoters the full payment of the amounts due and payable by them, the Purchasers of all the premises and not earlier than, 31<sup>st</sup> day of March 2005, the Promoters shall co-operate with the Purchasers in forming and registering or incorporating a Co-operative Society or Limited Company or Condominium of Apartment as the case may be subject to the rights of the Promoters under this Agreement and the Conveyance to be executed in pursuance hereof when the Co-operative Society or Limited Company or Condominium of Apartment is registered or incorporated or formed as the case may be and all the amounts due and payable to the Promoters by all premises Purchasers are paid in full, as aforesaid, the Promoters shall execute or cause to be executed Conveyance in favour of any such Co-operative Society or Limited Company or Condominium of Apartments as the case may be.
44. The Purchaser along with the other Purchasers of Premises in the said Building shall join in forming and registering a Co-operative Housing/Premises/Society, Limited Company or Condominium of Apartment/Owners as the case may be and for that purpose also from time to time sign and execute applications for registration and papers and connected and other documents necessary for formation

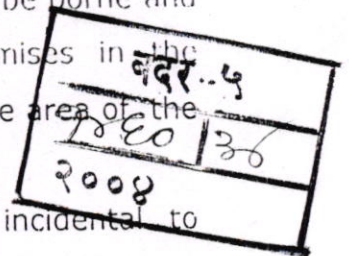
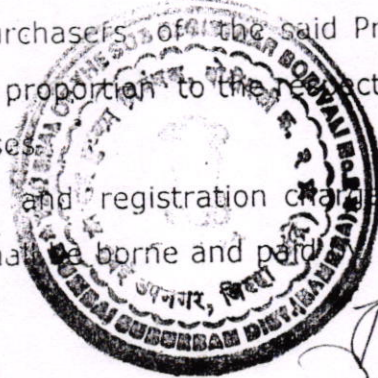


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of such Society, Limited Company or Condominium of Apartment/Owners and to become member and sign and return all the documents including bye-laws within seven days of receipt thereof time being of the essence so as to enable the Promoters to register the Organization of the Purchasers under Section 10 of the Maharashtra Ownership Flats Act, 1963 within the time limit prescribed by Rule 8 of Maharashtra, Ownership Flats Act (Regulation of the Promotion, Construction, Sale, Management and Transfer) Rules 1964. No objection shall be taken by the Purchasers if any changes or modifications are made in the draft bye-laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or Registrar of Companies and in the Condominium of Apartment/Owners as the case may be by any other Authority Competent in that behalf.

45. M/s. Parimal K. Shroff & Co., Advocates & Solicitors of the Promoters shall prepare the Conveyance or lease and all other documents to be executed in pursuance of these presents as also the Bye Laws and the Memorandum and Articles of Association in connection with the Co-operative Society or the Limited Company or the Condominium of Apartment/Owners as the case may be and all costs, charges and expense including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Co-operative Society or Limited Company or Condominium of Apartment/Owners as the case may be shall be borne and paid by all the Purchasers of the said Premises in the said Property in proportion to the respective area of the respective Premises.
46. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Purchaser



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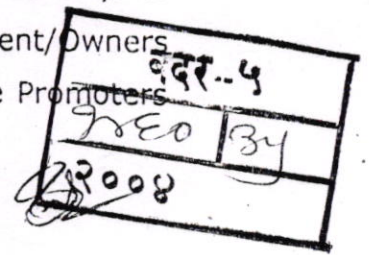
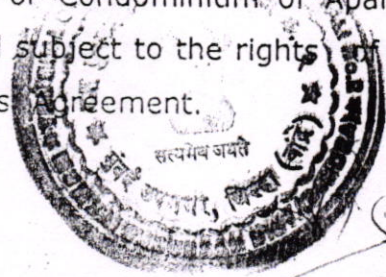
alone. The Purchaser shall immediately after the execution of this Agreement inform the Promoters the Serial No. under which and date on which this Agreement is lodged for registration to enable the promoter to attend and admit execution of this Agreement before Sub-Registrar of Assurances.

47. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if posted to the Purchaser under certificate of posting at the address herein before stated:

101, West Avenue - c  
 I.C. Colony, Holy Cross Road,  
 Borivili (West)  
 Mumbai - 400103

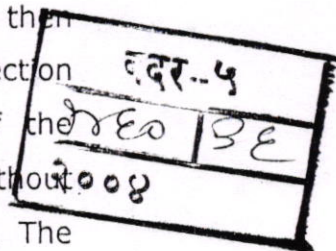
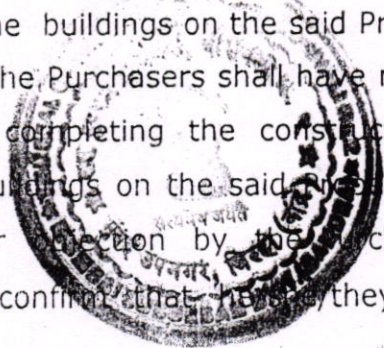
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48. Nothing contained in these presents shall be construed to confer upon the Purchasers any right title or interest of any kind whatsoever into or over the said Property and the Premises or any part thereof such conferences to take place only upon the execution of the conveyance in favour of a Limited Company or Co-operative Housing/Premises/Society or Condominium of Apartment/Owners or an incorporated body to be formed of the Purchasers of all premises in the building as herein stated.
49. The Purchasers shall have no claim save and except in respect of the particular Premises, Common area and facilities and limited common areas and facilities appurtenant thereto and hereby agree to be acquired, i.e. all other areas including terraces, etc. will remain the Property of the Promoters until the whole of the said Property is transferred to the Co-operative Society or Limited Company or Condominium of Apartment/Owners as herein provided subject to the rights of the Promoters as contained in this Agreement.





50. The Purchasers shall at no time demand partition of his/her/their interest in the said Building and/or Property, it is being hereby agreed and declared by the Purchaser that his/her/their such interest in the said Premises is impartible.
51. The Promoters shall always have a right to get the benefit of additional F.S.I. for construction from the authorities concerned and also to make the addition, alterations, raise stories or put up additional structures as may be permitted by the Municipal Corporation of Greater Mumbai and other competent authorities such additions structures and stories will be the sole property of the Promoters alone who will be entitled to use the terrace including the parapet wall for any purpose including display of advertisements and sign boards/Terrace Garden, open air restaurant and the Purchasers shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by his/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoters.
52. The Purchasers hereby expressly agrees and covenants with the Promoters that in the event of all the Wings of the said proposed buildings on the said Property and/or all the Buildings on the said property being not ready for occupation simultaneously and in the event of the Promoters offering license to enter upon the said Premises to the Purchasers or handing over possession of the said Premises simultaneously on the execution of Conveyance in respect of the said Property earlier than completing all the Wings and all the buildings on the said Property then and in that event the Purchasers shall have no objection to the Promoters completing the construction of the balance wings or buildings on the said property without any interference or objection by the Purchasers. The Purchasers further confirm that they shall not

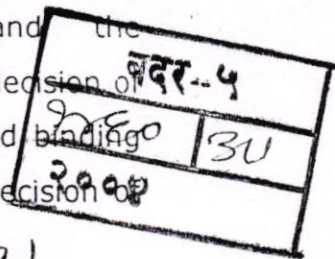
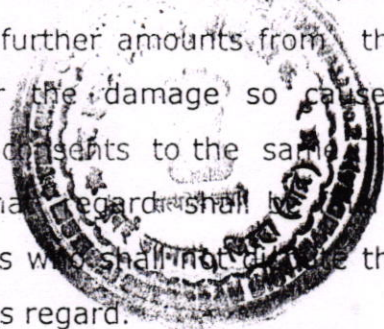


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object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by the Promoters or their assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either transfer or through any nominees to construct and complete the said wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchasers.

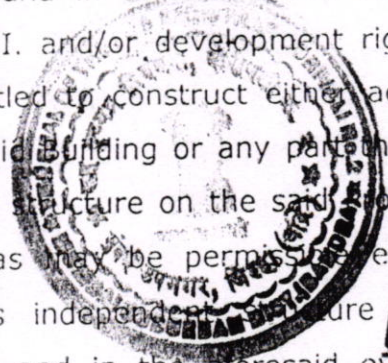
53. The Promoters shall in respect of any amount remaining unpaid by the Purchasers under the terms and conditions of this Agreement shall have a first lien and charge on the said Premises agreed to be purchased by the Purchasers.
54. The Purchasers hereby covenants to keep the said Premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the Building other than the said Premises. The Purchasers further covenants not to chisel or in any other manner damage the columns, beams, slabs, or R.C.C. Partition or walls or other structural members without the prior written permission of the Promoters. The breach of this condition shall cause this Agreement to ipso facto to come to an end and the earnest monies and all other amounts paid by the Purchasers to the Promoters shall stand forfeited and the Promoters shall be entitled to deduct from the balance payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchasers to compensate for the damage so caused and the Purchasers hereby consents to the same. The decision of the Promoters in this regard shall be final and binding upon the Purchasers who shall not dispute the decision of the Promoters in this regard.



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- 55. The Purchasers shall not do or cause to be done any act or thing which may render void or voidable any insurance of any of the said Building or cause any increased premium to be payable in respect thereof.
- 56. It is expressly agreed that the Promoter shall be entitled to put a hoarding on the said Property or on the Building or Buildings on the said Property or any parts of the Building or Buildings on the said Property and the said hoarding may be illuminated or comprising of neon sign and for that purpose Promoters are fully authorized to allow temporary or permanent construction or erection in installation either on the exterior of the said Building or on the said Property as the case may be and the Purchasers agree not to object or dispute the same.
- 57. It is agreed that the Promoters shall be entitled without affecting the rights of the Purchasers to the said Premises including the area thereof to revise the building plans in respect of the said Building and to utilize the total F.S.I. and the development rights available in respect of the said Property as the Promoters may desire and the Purchasers hereby irrevocably consents to the right of the Promoters to revise and modify the building plans in respect of the said Property time to time.
- 58. It is expressly agreed between the Promoters and the Purchasers and the Purchasers confirms that he/she/they are aware that the Promoters are likely to receive additional F.S.I. and/or development rights are likely to be received by the Promoters on the said Property from the adjoining property and in such event of Promoters receiving additional F.S.I. and/or development rights the Promoters shall be entitled to construct either additional floor or floors on the said Building or any part thereof or construct any additional structure on the said Property in the open compound as may be permissible either as Annex structure or as independent structure as the Promoters may desire and in the aforesaid event the



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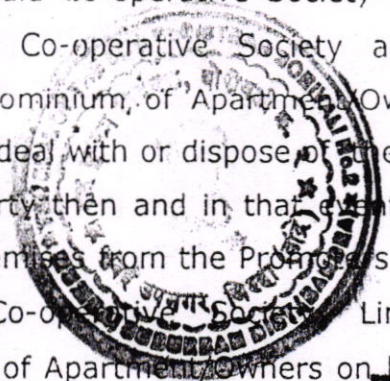


Promoters shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or premises and building or buildings or structures for such consideration to such party as the Promoters may desire without reference or recourse or consent of the Purchasers in any manner whatsoever and the Purchasers agrees not to dispute or object to the same.

59. The Purchasers shall not decorate the exterior of the said Premises other wise than in any manner agreed to with the Promoters under this Agreement.

60. That the Society shall always be known as "DIMPLE ARCADE CO. OP.SOCIETY LIMITED" and the name of the Co. operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoters.

61. In the event of any Co-operative Society being formed and registered before the sale and disposal by the Promoters of all premises and the powers and the authority of the said Society or Limited Company or Condominium of Apartment/Owners so formed or the Purchaser and other holders of the premises shall be subject to the over all authority and control of the Promoters in respect of all the matters concerning the said Building and, in particular the Promoters shall have absolute authority and control as regards the unsold premises and the same and disposal thereof. PROVIDED AND ALWAYS the Purchasers hereby agrees and confirms that in the event of the said Co-operative Society being formed earlier the said Co-operative Society and/or Limited Company or Condominium, of Apartment Owners earlier than the Promoters deal with or dispose of the said Building on the said Property then and in that event any allottee or purchaser of premises from the Promoters shall be admitted to such Co-operative Society or Limited Company or Condominium of Apartment Owners on being



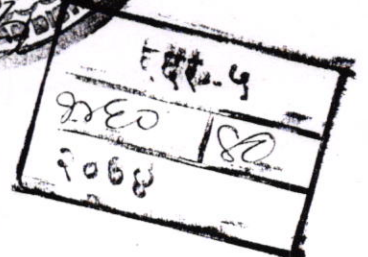
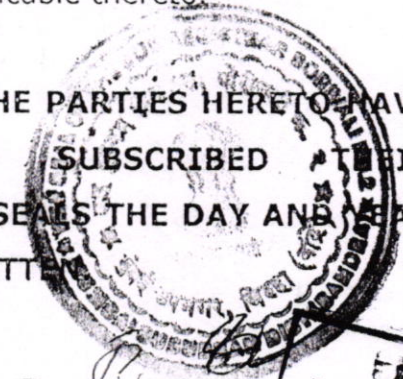
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called upon by the Promoters without payment of any premium or any additional charges save and except Rs. 250/- for the share money and Rs.100/- as entrance fee and such allottee purchaser or transferee thereof shall not be discriminated or treated prejudicially by such Co-operative Society, Limited Company or Condominium of Apartment/Owners as the case may be.

62. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers nor shall be same in any manner prejudice the rights of the Promoters.
63. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of the Premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by each party. The arbitrators shall appoint an Umpire before entering upon the reference. The provisions of the Indian Arbitration Act shall apply to such reference.
64. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules 1964 and any other provisions of law applicable thereto.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE  
HEREUNTO SET AND SUBSCRIBED THEIR  
RESPECTIVE HANDS AND SEALS THE DAY AND YEAR  
FIRST HEREIN ABOVE WRITTEN





**THE FIRST SCHEDULE ABOVE REFERRED TO :**

ALL THOSE pieces or parcels of lands or ground situate, lying and being at Village Poiser, Taluka Borivali in the registration District and Sub District of Mumbai City and Mumbai Suburban near Western Express Highway, Kandivali[E] and bearing Survey No. 23, Hissa No.2, C.T.S. No. 720 & 721 admeasuring 2972 Sq. Yds. Equivalent to 2485 Sq. Mts. and Survey No. 25, Hissa No.4, C.T.S. No.715 & 714/1,2 admeasuring 1626 Sq. Yds. Equivalent to 1359 Sq. Mts. or thereabouts.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

ALL THOSE pieces or parcels of lands or ground situate, lying and being at Village Poiser, Taluka Borivali in the registration District and Sub District of Mumbai City and Mumbai Suburban near Western Express Highway, Kandivali[E] and bearing Survey No. 25, Hissa No.3, C.T.S. No. 711, Survey No. 23, Hissa No.3, C.T.S. No. 716,717, 718 & 719, Survey No. 22, Hissa No.33, C.T.S. No. 696, Survey No. 23, Hissa No.1, C.T.S. No. 723 in all admeasuring 41000 Sq. Yds. Equivalent to 34293.68 Sq. Mts. or thereabouts.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

ALL THOSE pieces or parcels of lands or ground situate, lying and being at Village Poiser, Taluka Borivali in the registration District and Sub District of Mumbai City and Mumbai Suburban and bearing Survey No. 25, Hissa No.3, C.T.S. No. 711(Part) admeasuring 3051 sq.mts. or thereabouts

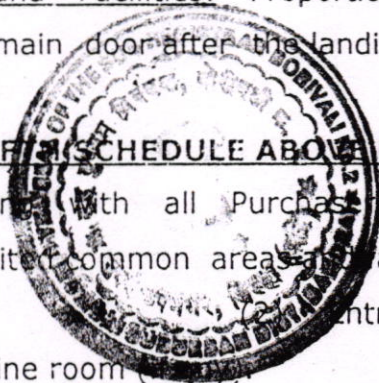
**THE FORTH SCHEDULE ABOVE REFERRED TO:**

Common Areas and Facilities: Proportionate of Immediate area abutting the main door after the landing abutting the said premises.

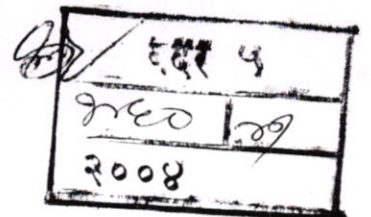
**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

Prorate right along with all Purchasers of premises in the said property in limited common areas and facilities i.e. to

- (1) Staircase
- (2) Entrance Hall
- (3) Lift, lift machine room



*PS*



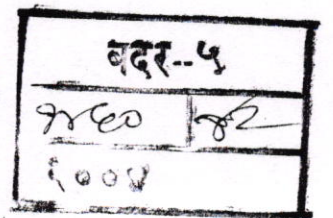


**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

List of specifications, fixtures, fittings and amenities and as per the guidelines by Special Assistance & Housing Department of Government of Maharashtra.

**AMENITIES/SPECIFICATIONS:**

1. The building will be of R.C.C. framed structure.
2. External walls will be 5" thick cement concrete blocks/Brick walls.
3. Internal partition walls will be 4 & 1/2" thick masonry walls.
4. Internal plaster in the Shop/Office will be neeru finish with Distemper paint.
5. External plaster shall be sand faced plaster.
6. Exterior finish shall be in Renova/Terraco or similar permanent type finish
7. Windows shall be Aluminium glazed shutters.
8. Flooring shall be generally in ceramic tiles with half tile skirting.
9. Electrical wiring shall be concealed type with copper wires with Standard quality switches with adequate size wires/cables, main switch board and separate meter to each Shop/Office, and adequate numbers of points.
10. Common light points for staircase, passage, entrance lobby, compound light points and gate light points.





**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

(Schedule of Expenses and charges)

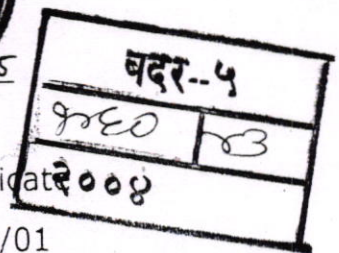
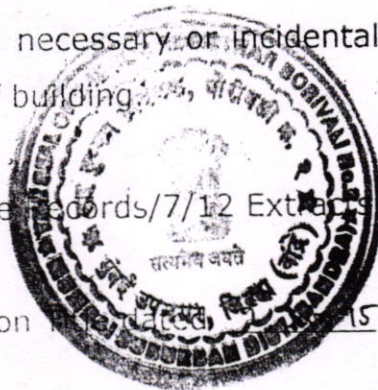
1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes, of the building, water pipes, lift and electric wires in, under or upon the building and enjoyed or used by the Shop/Office/premises holder/s in common with the other occupiers of Shop/Offices and the main entrance, passages, landings, lift and staircases of the building as enjoyed by the Shop/Office/premises holder/s used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terrace etc.
2. The cost of cleaning and lighting the passage, water pump, landings, staircases, lift, common lights and other parts of the building used by the Shop/Office/premises holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collectors, liftman, Chowkidars pump-man, sweepers etc.
4. The cost of working and maintenance of common light, water pump, lift and other services charges.
5. Deposits for Building, water-meter, electric-meter, sewer line etc.
6. Municipal and other taxes such as water charges bills, electricity charges bill, property taxes, LUC taxes, cess, levy and revenue, N. A. taxes, any other penalty/taxes charged by local authorities etc.
7. Such other expenses as are necessary or incidental for the maintenance and upkeep of building

**"A" (COLLECTIVELY) :-**

Revenue Records/7/12 Extracts

**"B" :-**

Report on

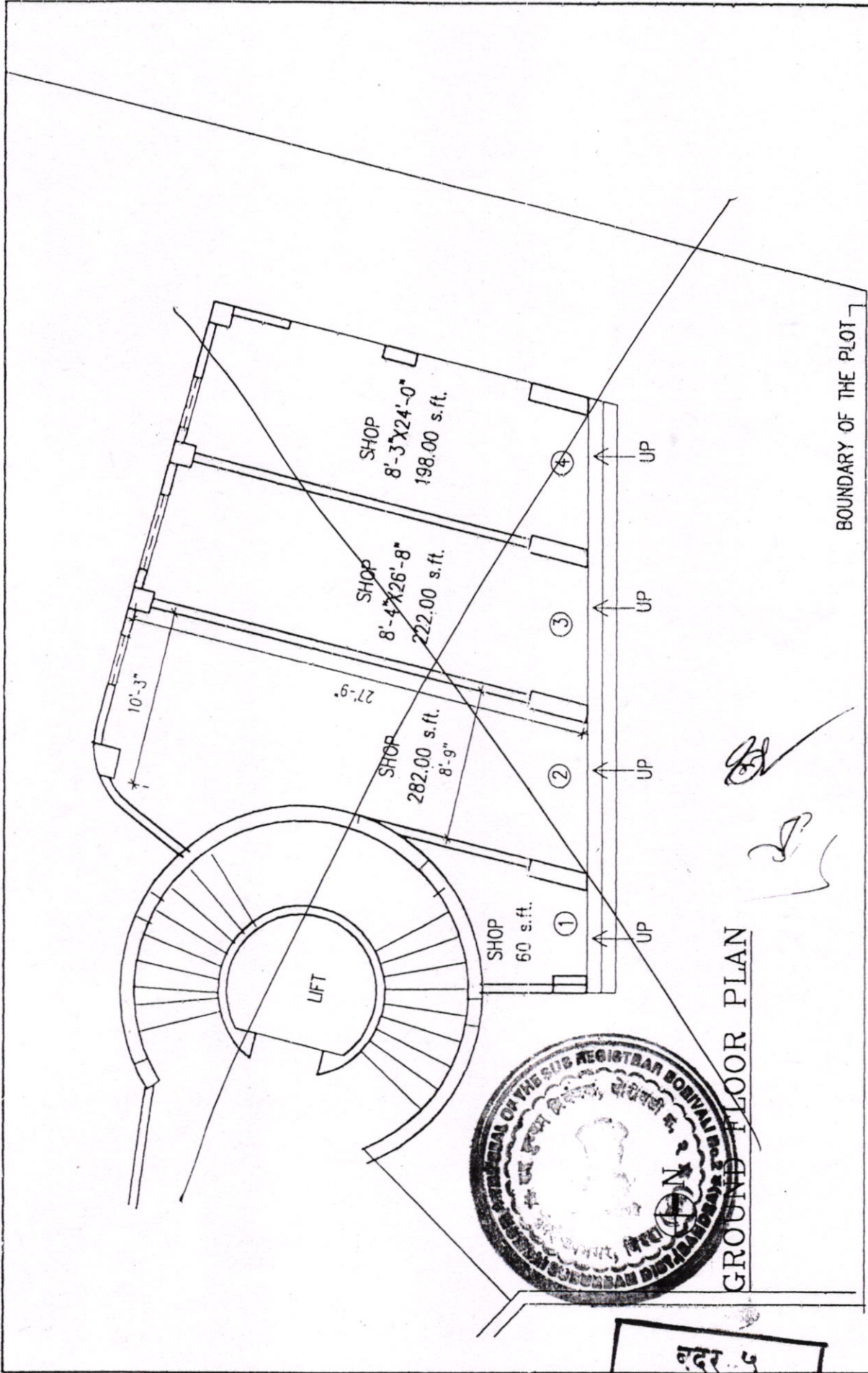
**"C" (COLLECTIVELY) :-**Copy of Commencement Certificate  
No.CHE/4382/BPWS/AR. dt.9/5/01

*[Handwritten signatures]*









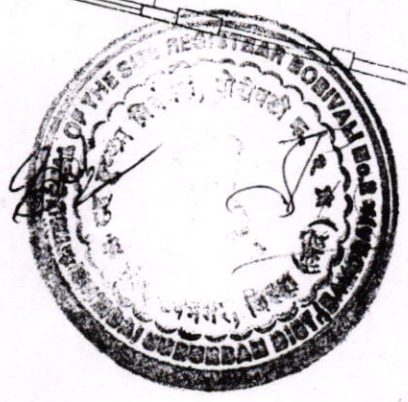
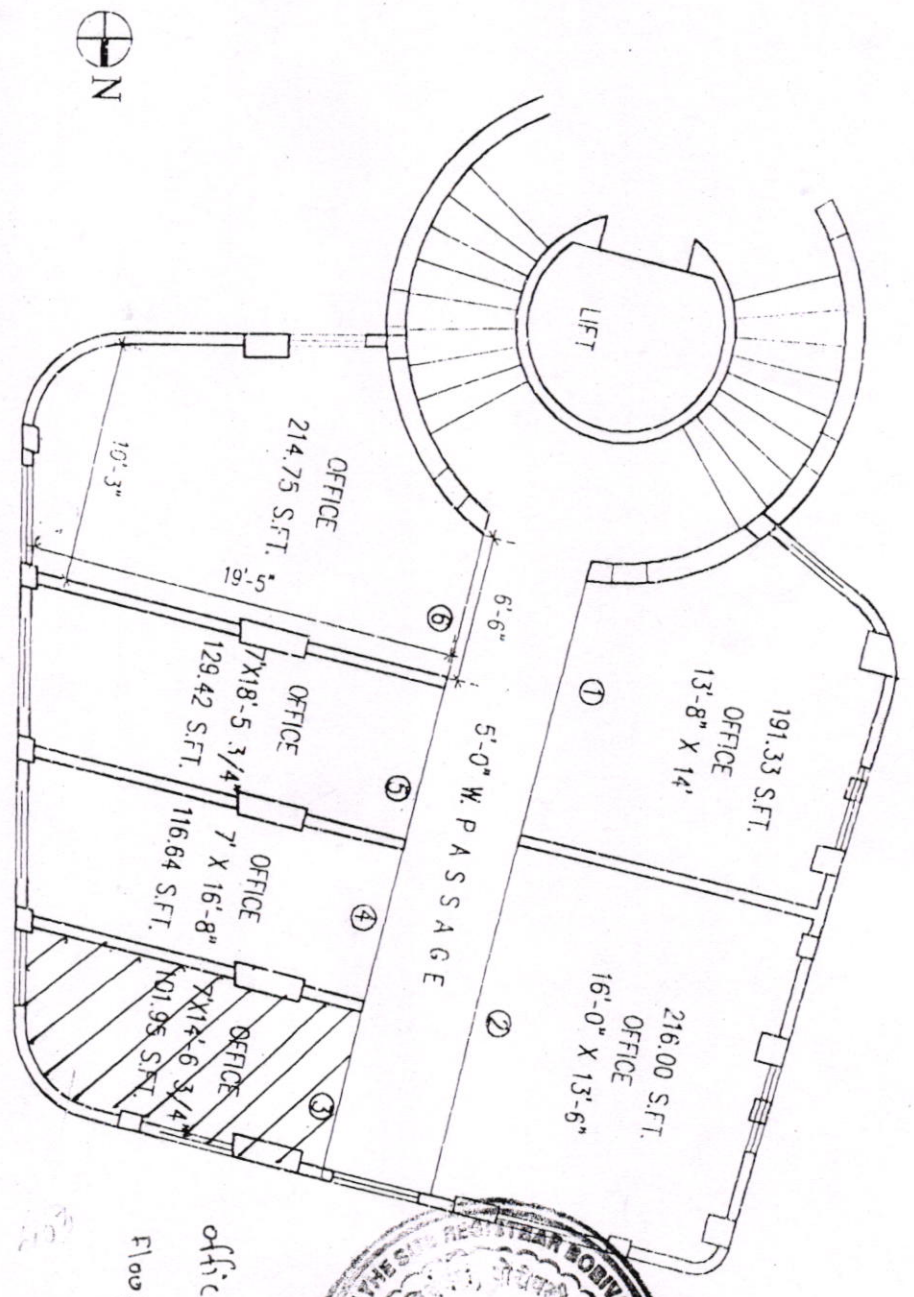
व.द.र. ५  
 १२६० / १८  
 २००४

PROPOSED EXTENSION TO SHOPPING CENTRE "DIMPLE ARCADE",  
 AT ASHA NAGAR, KANDIVALI - (E)



PROPOSED EXTENSION TO SHOPPING CENTRE "DIMPLE ARCADE",  
 AT ASHA NAGAR, KANDIVALI - (E)

**TYPICAL FLOOR PLAN**  
 (1st TO 5th FLOOR PLAN)



office no. nos on 5<sup>th</sup>  
 Floor

adhishthan  
 ARCHITECTS  
 TEL / TELFAX : 554 0880

800  
 3E 0326  
 5-255



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

NO. CHE/4382/BP(WS)/AR OF **23 OCT 2001**

TO:  
M/s. S.S. Shiledar & Associates,  
Architect.

Office of the  
M. Eng. Bldg. Prop. (W.S.) P & R Wards  
Dr. Babasaheb Ambedkar Market Bldg.  
Kandivali (West), Bombay - 400 067.

Subject : Proposed extension to building on plot bearing C.T.S. No.696/1 to 3, 711A to C 714 and 715 of Village Poisar at Kandivali (East).

Reference : Your letter dated 30.7.2001  
\*\*\*\*\*

Sir,

There is no objection to carry out the work as per the amended plans submitted by you vide your letter under reference subject to the following conditions :-

- 1) That all the objections of this office Intimation of Disapproval under No. 27.3.95 shall be applicable & should be complied with.
- 2) That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
- 3) That the revised R.C.C. design and calculation should be submitted before C.C.
- 4) That the revised drainage approval shall be submitted before C.C.
- 5) That the extra water and sewerage charges shall be paid before C.C.
- 6) That the Regd. U/t. for difference in premium shall be submitted before occupation.
- 7) That the Development Charges shall be paid before C.C.
- 8) That the Pest Control Charges shall be paid before C.C.
- 9) That the certificate from Structural Engineer for 3.05m cantilevered portion shall be submitted.

One set of certified plan is returned herewith as a token of approval.

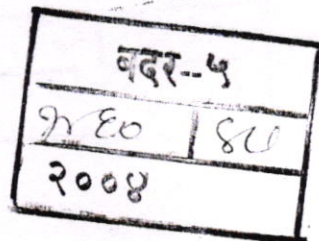
Encl.1 set of apprd.plan

Yours faithfully,



Executive Engineer (Bldg. Proposal)  
Western Suburban Division, Kandivali West.

1





24 OCT 2001

- Copy to:-
- 1) Owner, Shri \_\_\_\_\_
  - 2) Asstt. Mpl. Commissioner, R/South
  - 3) A.E.W.W.R/S

For information.

Encl.: One set of apprd. plan.

*Dish* 23/10/01  
 EX. Engr. Bldg. Prop. (W.S.) 'R' Ward

bkc:\OFFICE\AMEND\JAN\ORISEPT



दर-५	
१५०	८८
२००४	



APP. No.

**EXTRACT FROM THE PROPERTY REGISTERED CARD**  
**CITY SURVEY पोहेर TALUKA : BORIVALI**

Dist. : BOMBAY  
 SUBURBAN  
 DIST

City Survey	Area Sq. Mtrs.	Tenure	Particulars of accessment for rent paid to Government and when due for revision
149 B	3075.7	CI	---

Easement  
 Holder in Origin of the title so far as traced  
 Lease  
 Other Encumbrances  
 Other Remarks

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (e) %	Attestation
1957	मा. अपर जिल्हा अधिकारी मु. उप मांचे कार्यालय आदेशांक सी. 1 काय. 6 एकत्रीकरण पो. वि. एम. प्र. 668 दि. 29-10-56 सलग्ने फोटो विजागरी शाळेचे 3075.7 च्या मो. क्षेत्राची जापेस मिळकत विकासा मंडळाला व शशा प्रमाण धारकाचे जाप व उत्तर शतक दोस्तता कुला	SIF	[H] डॉ. व्हिक्टर पॉकी फोल्सेका [OR] शं. मा. श्री. पांडू गोपाळ वारखे अनिरक्त अमीन	सहो र. म. म. जि. वि. मु. वि. म. म. का. मु. वि. म. म. का. मु. वि. म. म.
1957	म. मा. मा. मा. नारायण			
1957	म. मा. मा. मा. नारायण			
1957	म. मा. मा. मा. नारायण			
1957	म. मा. मा. मा. नारायण			



बदर-५  
 १०६०/६८  
 १००४



This L.O.D./C.C. is issued Subject to the provisions of Urban Land (Ceiling and Regulation) Act, 1976

Office of the  
Ex. Eng Bldg. Prop. (W/S) P. & R. Ward  
Dr. Babasaheb Ambedkar Market Bldg.,  
Kandivali (West), Mumbai-400 067.

**BRIHAN MUMBAI MAHANAGARPALIKA**

**FORM "A"**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966**  
NO. CHE/ 4382 /BP (WS) ~~XAR~~/AR

26 APR 1995

**COMMENCEMENT CERTIFICATE**

Permission is hereby granted under section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1961) to M/s. Arcon Builders.

APPLICANT, to the development work at premises at Street No. \_\_\_\_\_, Survey No. \_\_\_\_\_, Hissa No. \_\_\_\_\_, CTS No. 711 B, \_\_\_\_\_ of Village Poisar, situated at Kandivli (East), Tal. Borivli.

on the following conditions viz.:

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans (b) any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966, the Municipal Commissioner has appointed Shri H.S. KHAN,

Executive Engineer to exercise his powers and functions of the Planning Authority under sec. 45 of the said Act.

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

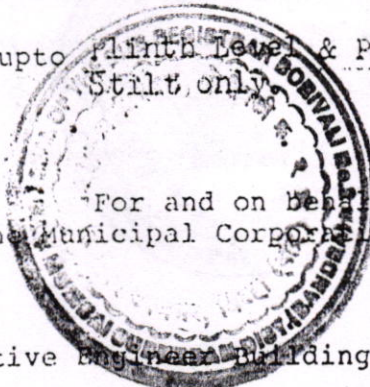
3. This commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

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

5. This C.C. is valid upto Plinth Level & Part 1st Slab Level for Stilt only

P.T.O.

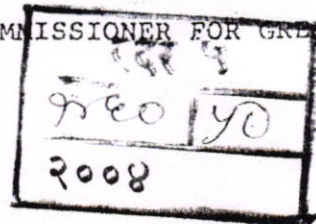
For and on behalf of Local Authority  
The Municipal Corporation of Greater Bombay



Executive Engineer Building Proposal (WS) P & R

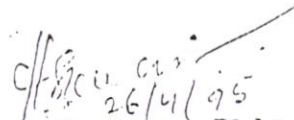
FOR

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY





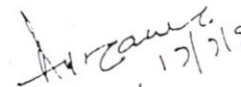
- 6. The land vacated in consequence of the enforcement of the set-back land line/road widening line shall form part of the public street.
- 7. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 8. This permission does not entitle you to develop land which does not vest in you.

  
 26/4/95  
 Executive Engineer Bldg. Proposals  
 (Western Suburbs) 'R'.

HSP/15/4.

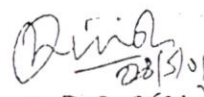
9. Now this C.C. is extended & valid for entire work  
 ie lower ground + Upper ground + Sugar floors only as  
 per amended plans approved on 8/7/96

- 9 AUG 1996

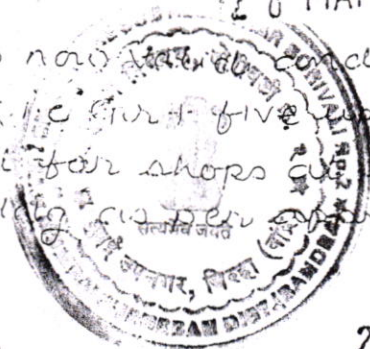
  
 17/7/96  
 07009/S

10) This C.C. is granted upto fifth level only.  
 as per amended plan approved dated 7.5.2001

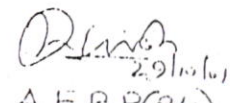
12 8 MAY 2001

  
 28/5/01  
 A.E.B.P(P/S)

11) This C.C. is now ~~extended~~ and further extended for  
 entire work ie first five upper floors of extension  
 portion and for shops up to 20'-0" level on South  
 side of building as per amended plan dated 23-10-2001



29 OCT 2001

  
 29/10/01  
 A.E.B.P(R/S)

557-4	
7080	49
100	



OFFICE OF THE

Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward

Dr. Babasaheb Ambedkar Market Bldg.

Kandivali (West), Mumbai-400 082

**BRIHANMUMBAI MAHANAGARPALIKA**

NO.CHE/4382/BP(WS)AR OF 6 SEP 2002

To,  
M/s. Alcon Builders;  
Owner.

Sub : Permission to occupy the extension portion  
of the completed building No.10 on plot  
bearing C.T.S. Nos.696/1 to 3, 711/A to C,  
721 to 723, 714, 714/1 and 2 and 715 of  
Village Poisar, at Kandivali (East).

\*\*\*\*\*

Sir,

Ref : Your Arch's letter dated 4.6.2002.

\*\*\*\*\*

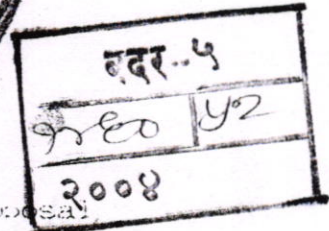
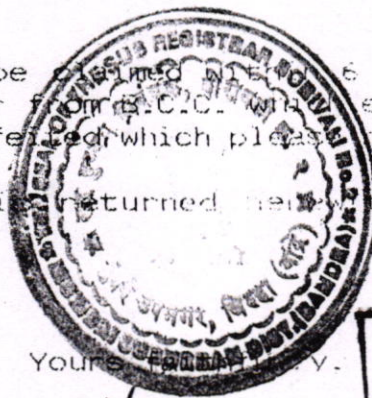
The development work of Commercial building No.10 comprising of Ground  
+ 5 upper floors and only one shop at + 20.10" level south side on plot  
bearing C.T.S. No.696/1 to 3, 711/A to C, 721 to 723, 714, 714/1 and 2  
and 715 of Village Poisar at Kandivali (East) is completed under the  
supervision of Shri Manish Shah, Licenced Architect having Lic.  
No.CA/93/16466 Shri P.T. Gala, Licenced Structural Engineer, having  
Licence No.SIR/11 and Lic. Site Supervisor, Shri Kishore Patel, having  
Licence No.P/377/SS-III, may be occupied on the following conditions:

1. That the certificates U/s 270A of B.M.C.Act shall be obtained  
from A.E.W.W.R/South and a certified copy of the same shall be submit-  
ted to this office.
2. That the entire building shall be under one establishment.
3. That the water supply for premises for which occupation is granted  
shall be restricted to 50% of normal requirements and no complaint  
for short supply of water shall be entertained in future.
4. That the Co-op. Hsg. Society shall be formed and registered  
within three months from the date of issue hereof or before B.C.C.  
whichever is earlier.
5. That the N.O.C. from Supd. of Gardens shall be submitted before  
B.C.C.
6. That all the deposits shall be paid within 6 years from the  
date of its payment or within a year from B.C.C. whichever is earlier.  
failing which, the same will be forfeited which please note.

A set of plan duly signed is returned herewith in token of  
approval.

Your Y.

*M. Shukla* 6/9/02  
Ex. Engineer - Bldg. Proposa.  
(Western Suburbs) P. & R. Wards.





Advocates, Solicitors & Notary

Calcut House, 8/10, Tamarind Lane,  
Fort, Bombay-400 023.  
Tel: 2023317/2023297/2023411  
Gram: JUSTICE, Fax: (022) 2024051

PARIMAL  
& K. SHROFF  
& CO.

(THIS CERTIFICATE IS FOR THE BENEFIT OF  
MESSRS. ARCON BUILDERS ONLY).

To

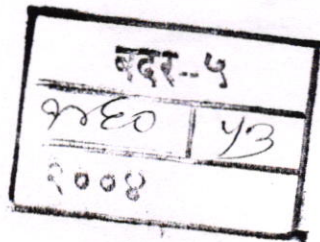
Messrs. Arcon Builders,  
F/4/6 "SAMRUDHI"  
M.G. Road,  
Kandivli (West),  
Bombay - 400 067.

Re: In the matter of piece or parcel of land  
or ground situate lying and being at Village  
Poiser, Kandivli (East), Taluka Borivli Off:  
Western Express Highway in the Registration  
District and Sub District of Bombay City and  
Bombay Suburban admeasuring 3051 Sq.Mts.  
bearing Survey No.25, Hissa No.3 together  
with benefit of F.S.I. of land bearing  
C.T.S. No.711 (Part).

Sirs,

At your request we have investigated the title of the  
Appropriate Authority under the Income Tax Act 1961 to the  
above property and we have to state as under:-

1. The above property prior to 1988 belonged to (1) Hector  
Paul Fonseca and (2) Mrs. Wally Estrella Fonseca  
(hereinafter referred to as "the"). The said



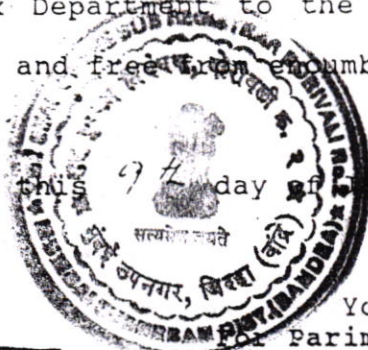


Owners by an Agreement dated 5th June 1985 agreed to sell the above property to Messrs. H.O.M.E. Private Ltd. The said H.O.M.E. Private Ltd. agreed to sell the above property to Nitin L. Jobanputra & Another and parties filed Form No.37-1 under Section 269 UC of the Income Tax Act 1961. Thereupon action was taken by the Appropriate Authority under the Income Tax Act 1961 under Chapter XX-C thereof under the provisions of Section 269 UD (1) and the above property came to be vested in the Appropriate Authority under the Income Tax Act 1961.

2. By Public Auction held on 28th July 1993 the above property was knocked down to you as highest bidder and Letter of Possession was issued on 27th August 1993 in your favour by the Income Tax Department upon payment of the full consideration by you to the Income Tax Department.

3. In the circumstances, in our opinion, the title of Income Tax Department to the above property is clear and marketable and free from encumbrances.

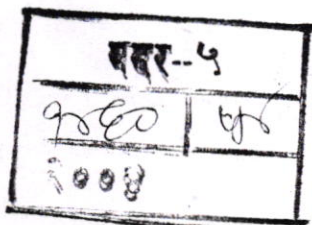
Dated this 9<sup>th</sup> day of January 1995.



Yours truly,  
Parimal K. Shroff & Co.

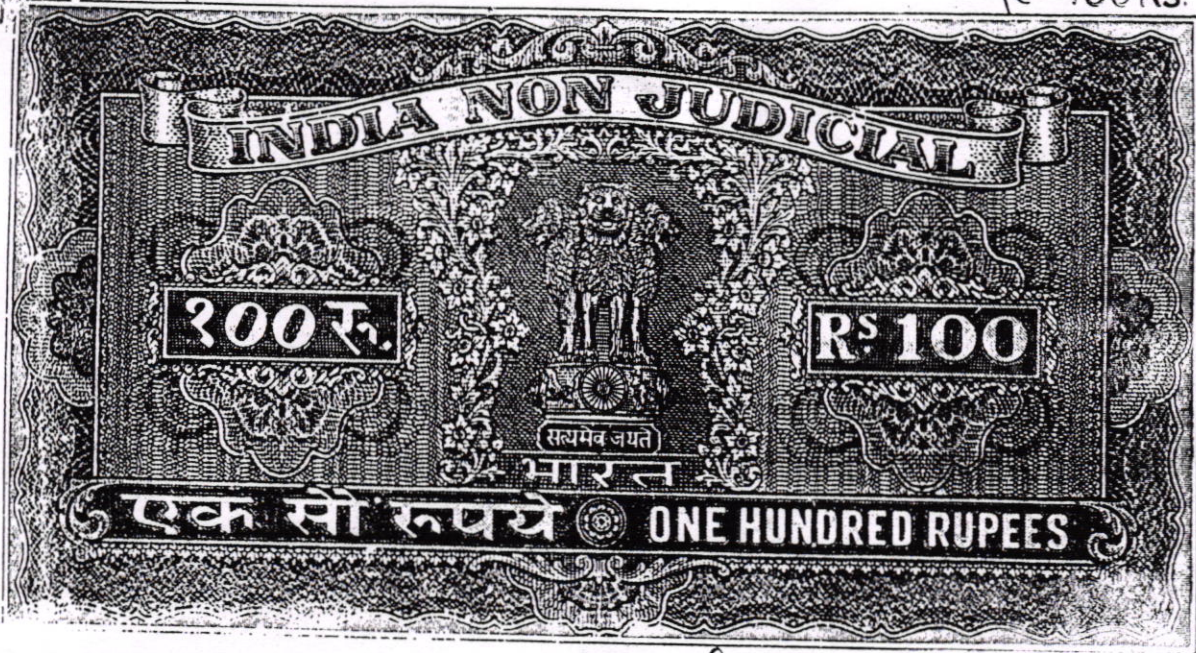
*Handwritten signature*

Proprietor  
Advocates & Solicitors





100 100Rs.



26 NOV 1996

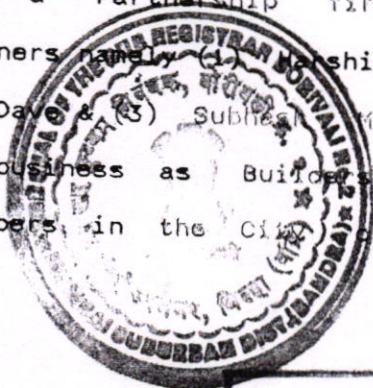
Arcon Builders

संज्ञी  
गीषा नर

SPECIAL POWER OF ATTORNEY

TO ALL to whom these presents shall come, We  
ARCON BUILDERS, a Partnership firm Registered  
under the Indian Partnership Act, 1932, having  
our Office at F/416, "Samruddhi", M. G. Road,  
Kandivli (West), Mumbai-400 067, (hereinafter  
referred to as "the Firm") SEND GREETINGS:-

WHEREAS We are a Partnership firm  
consisting of the Partners (1) Parshat  
K. Shah (2) Kanak J. Dave & (3) Subhrajit  
Shah, carrying on business as Builders,  
Promoters and Developers, in the City of  
Mumbai;



द्वार-५  
२६/११/९६  
२००१



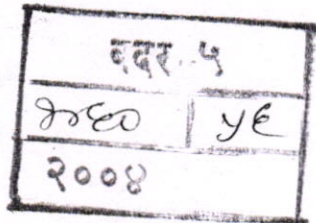
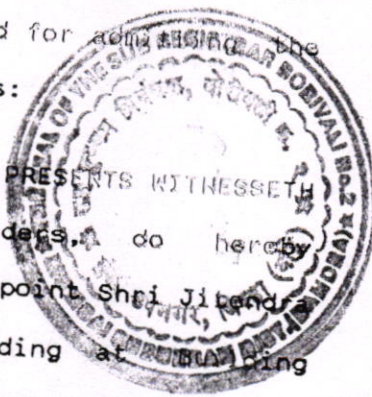
AND WHEREAS in course of our business we are required to execute several kinds of documents including Agreements for Sale of Flats, Shops, Offices, Garages, Godowns and several other instruments such as undertakings, Indemnity Bonds, Declarations, etc.

AND WHEREAS several such documents executed by us in regular course of business are required by law to be lodged for registration at the Sub-Registrars Offices at Bandra and Old Custom House, Mumbai;

AND WHEREAS it becomes inconvenient for the Partners of the firm to attend to the Office of Registrar of Assurances for admitting the execution of the documents;

AND WHEREAS the firm is therefore desirous of appointing Shri. Jitendra Jayantilal Thakkar as its Attorney for the limited purpose of lodging the documents executed by and on behalf of the firm for the purpose of registration and for the execution of such documents:

NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT we M/s. Arcon Builders, do hereby nominate, constitute and appoint Shri Jitendra Jayantilal Thakkar, residing at No.128, Room No.3740, Kannamwar Nagar No.2, Vikhroli (East), Mumbai-400 083, to be our true and lawful Attorney for the limited purpose expressed hereunder that is to say:-





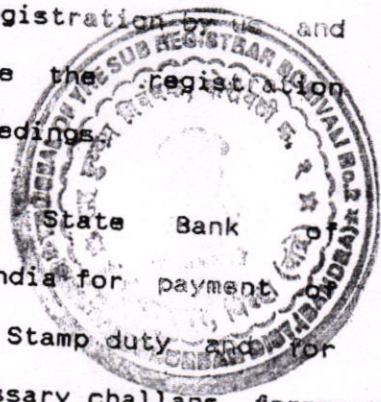
1. To present and lodge in the office of the Sub-Registrars/Joint Registrar/Addl. Registrar of Assurances at Bandra and Old Custom House, Mumbai and to admit execution of all the instruments executed by and on behalf of the firm in favour of any person or persons and to do all acts and things necessary for effectivly registering such instruments in the Registration Offices.

2. To pay registration charges and to obtain valid receipt of the registration authority for such payment.

3. To attend the Office of Superintendent of Stamp, Mumbai for the purpose of seeking valuation of any instrument for payment of Stamp Duty and to pay the required Stamp duty in the Office of Superintendent of Stamps.

4. To attend the Office of Registrar of Assurances at the hearing of any matters relating to deficit stamp duty paid on any instruments lodged for registration and to represent us before the registration authorities in such proceedings.

5. To attend the State Bank of India/Reserve Bank of India for payment registration charges and Stamp duty and for that purpose to sign necessary challans, forms and applications.



*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

वदर-५
७०६०   ५८
२००८



6. IN GENERAL to do all such acts, deeds, matters and things with reference to the instruments executed by the firm and lodged for registration which are necessary and required to be done for valid registration of such instruments.

7. TO receive from the Office of Registrar of Assurances duly registered instruments.

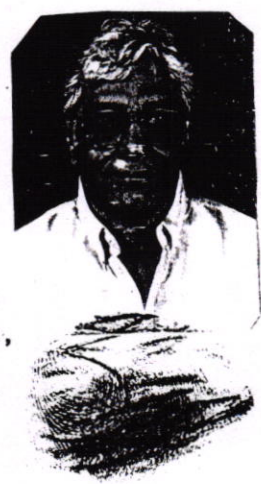
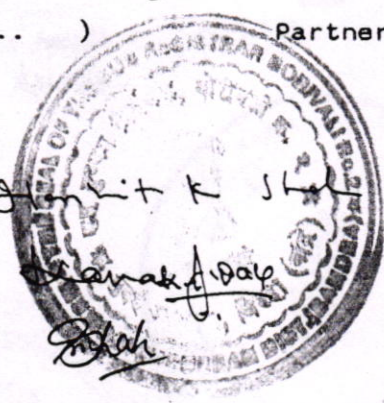
8. AND WE DO HEREBY agree to ratify and confirm all and whatever our said Attorney shall or purport to do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF We have put our hands this day of November, 1998.

SIGNED, SEALED AND DELIVERED BY)

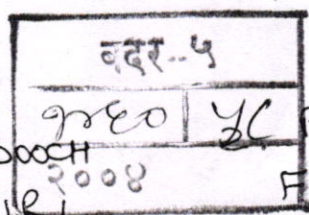
the withinnamed Firm ) For M/s. Arcon Builders,  
M/s. ARCON BUILDERS, ) Harshit. K. Shah  
in the presence of..... ) Partner

- 1. Harshit K. Shah *Harshit K. Shah*
- 2. Kanak J. Dave *Kanak J. Dave*
- 3. Subhash M. Shah *Subhash*



WITNESSES

1. BHARAT H BOOCH  
53, DHAVAJI, S.V. ROAD,  
KANDIVALI (W) - MUMBAI



BIPIN S RANDE  
F/416, SAMRUDDHI,  
M.R. ROAD,  
KANDIVALI (W) - MUMBAI

*Bharat H. Booch*

*Bipin S. Rande*





- 1) Hanhit. K. Shah A/c 47 Flat B/203, SHRADDHA, ASHA NAGAR, BUSTING W. E HIGHWAY KANDIVALI (E) MUMBAI 101
- 2) Kamak. J. Dave, A/c 60 Flat 503, BINGLE, ASHA NAGAR KANDIVALI (E) MUMBAI 101
- 3) Subodh K. Shah A/c 36 Flat 16, Sahyog, M.B. ROAD, KANDIVALI (W) MUMBAI 400 063

1) Hanhit (K. Shah) & Kamak J. Dave  
 5/2/55 30 [Signature]

General Power of Attorney has been executed  
 By (1) Mr./Mrs.  
 Aged \_\_\_\_\_ Years  
 Occupation \_\_\_\_\_ Residing at \_\_\_\_\_

In my Presence I Their Identity is Proved by  
 (1) BHARAT H BOOTH 83, BHAVAN BLDG, S.V. Rd, KANDIVALI (E)  
 (2) POPIN S BHARAT 16/6, SHRADDHA, M.B. Rd, 4 MUMBAI 67

To my satisfaction  
 Authentication Fee of Rs 5/- Received  
 [Signature]  
 Joint Sub-Registrar  
 Alghori, Mumbai Sub. - Dist.

[Signature]

Note —  
 There is no correction, Erasure, Addition, Int. Liability  
 in this General Power of Attorney.

[Signature]

Date  
 - 9/2/99

Joint Sub-Registrar  
 Alghori, Mumbai Sub. - Dist.  
 [Signature]



वदर-५  
 १२६० | ५९  
 २००८





09/02/2004

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

वदर5

दस्त क्र 1460/2004

4:41:15 pm

बोरीवली 2 (कांदिवली)

दस्त क्रमांक : 1460/2004

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा टसा
1	<p>नाव: जगमोहन सिंग - -            पत्ता: घर/फ्लॅट नं: 101            गल्ली/रस्ता: -            ईमारतीचे नाव: वेस्ट अवेन्यू सि आय सी कॉलनी            ईमारत नं: -            पेठ/वसाहत: -            शहर/गाव: बोरीवली            तालुका: -            पिन: 103</p>	<p>लिहून घेणार            वय 47            सही</p> <p><i>Jagmohan Singh</i></p>		
2	<p>नाव: अरकाँन बिल्डर्स चे भागीदार सुभाष शाह तर्फे            मुखत्यार जितेंद्र ठक्कर - -            पत्ता: घर/फ्लॅट नं: 128/3740            गल्ली/रस्ता: -            ईमारतीचे नाव: कन्नमवार नगर            ईमारत नं: -            पेठ/वसाहत: -            शहर/गाव: विक्रोळी</p>	<p>लिहून देणार            वय 34            सही</p> <p><i>Suhash Shah</i></p>		

वदर-५  
 १४६० | १४०  
 २००४







दस्त गोषवारा भाग - 2

वदर5

दस्त क्रमांक (1460/2004)

दस्त क्र. [वदर5-1460-2004] चा गोषवारा  
बाजार मुल्य :358000 मोबदला 230000 भरलेले मुद्रांक शुल्क : 35850

पावती क्र.:1492 दिनांक:09/02/2004

पावतीचे वर्णन

नांव: जगमोहन सिंग - -

दस्त हजर केल्याचा दिनांक :09/02/2004 04:36 PM

निष्पादनाचा दिनांक : 09/02/2004

दस्त हजर करणा-याची सही :

3600 :नोंदणी फी

1220 :नक्कल (अ. 11(1)), पृष्ठांकनाची

नक्कल (आ. 11(2)),

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

एकत्रित फी

4820: एकूण

दस्ताचा प्रकार :25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 09/02/2004 04:36 PM

शिकका क्र. 2 ची वेळ : (फी) 09/02/2004 04:40 PM

शिकका क्र. 3 ची वेळ : (कबुली) 09/02/2004 04:40 PM

शिकका क्र. 4 ची वेळ : (ओळख) 09/02/2004 04:40 PM

दस्त नोंद केल्याचा दिनांक : 09/02/2004 04:41 PM

दु. निबंधकाची सही, बोरीवली 2 (कांदिवली)

ओळख :

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

1) प्रविण- जाधव ,घर/प्लॉट नं: -

लो/रस्ता: -

इमारतीचे नाव: गोकूळ गॅलेक्सी

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: कांदीवली

तालुका: -

पिन: 101

2) संतोष- सफालीगा ,घर/प्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

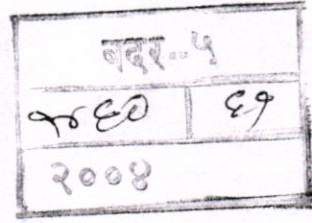
ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



दु. निबंधकाची सही  
बोरीवली 2 (कांदिवली)

प्रमाणित करजेत येते की, या

दस्तामध्ये एकूण ६९ पाने आहेत.

सहा. मुख्यम नि. उ. बोरीवली-२,  
मुंबई - प.नगर. जवहा.



वदर ५१ १४६०/२००४  
दस्तक क्रमांक १ क्रमांक वदर  
मोबदला  
दिनांक ०९/०२/२००४

सहा. मुख्यम नि. उ. बोरीवली-२,  
मुंबई - प.नगर. जवहा.



