शासन परिपत्रक क्रमांक. २०००/९४/प्र. क्रं. २५/ म-१, दि. २४/३/२०००

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शासन परिपञक क्रमाक २०००/९४/प्र. क्र. २५/ म-१, दि. २४/३/२०००. २) नो.म.नि. व मु.नि. पुणे यांचे अत्र क्र.का-३/संगणक/मुद्रांक पावती दुरुरती/०६/३९९, दि.४/१०/२००६. Head Office: GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAL 400 001. Office.: COLLECTOR OF STAMP (MUMBAI), OLD CUSTOM HOUSE, 3 rd FLOOR, FORT MUMBAI - 400 001 RECEIPT FOR PAYMENT TO GOVERNMENT NOT TRANSFERABLE Receipt No.: Receipt Date: 07/03/2008 MR.KHAN.AYESHA MUKHTAR AHMED Received From: 103-(II) On Account of: Counter No.: Mode of DD/PO/CHQ/ Date Bank Name & Area Amount Payment RBI-Challan No. Branch Code (In Rs.) 05/03/2008 PO NO 195400.00 Name : SARASWAT CO-OP.BANK LTD (SRC) Bank Branch Name : MASJID BUNDER (MJB). वबड-१ ADJ/M/3347/2007 Case No.: 2 390 Lot No. : Lot Date: Total [0.: 2006 Description of Stamps / Sr. No Amount Quantity Denomination Franking (in Rs.) Total:

Rs.: 195400.00 Rupees: One Lakh Ninty Five Thousand Four Hundred Only

Cashier / Accountant

Signature / be

Thursday, March 13, 2008

12:54:12 PM

गावाचे नाव

पावती

Original नोंदणी ३९ म. Regn. 39 M

पावती क्र. : 2372

दिनांक 13/03/2008

दस्तऐवजाचा अनुक्रमांक

भायखळा

बबइ१ - 02310 -

2008

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव:खान आयशा मुख्तार अहमद

नोंदणी फी

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नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (66)

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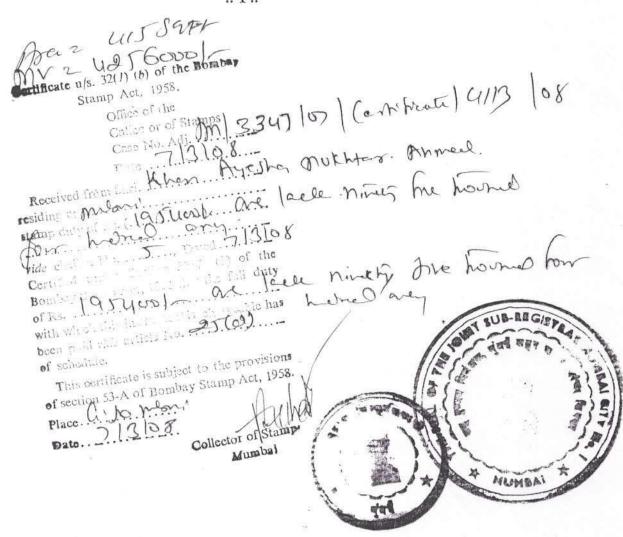
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बाजार मुल्यः 4256000 रु. मोबदलाः 3015000रु.

भरलेले मुद्रांक शुल्क: 195400 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे; बॅकेचे नाव व पत्ता: दि सारस्वत को ऑ;

डीडी/धनाकर्ष क्रमांक: 940481; रक्कम: 30000 रू.; दिनांक: 05/03/2008

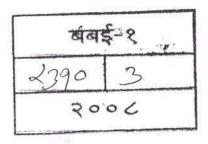


Articles of Agreement made at Mumbai this 7th day of December 2007 Between Mys. AQUIL MUKHTAR DEVELPOERS Pvt. Ltd., a company registered under the provisions of the Indian Companies Act, 1956, having their office at Vaziri Manzil, Annexe 16, Manohardas Road, Fort, Mumbai 400 001 hereinafter called as "the developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administration, and successors) of the ONE PART.,

AND

Mrs. KHAN AYESHA MUKHTAR AHMED, an adult Indian Inhabitant of Mumbai, residing at B.I.T Block No.4, Flat No. 4, I.R. Road, Mumbai 400003. (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administration, successors and assigns) hereinafter referred to as "Purchaser" of the OTHER PART.

end.



Whereas by and under Agreement of Development dated 5th day of September, 1991 read with Power of Attorney dated 6th Sept 1991 and entered into by and between the Shri. Karunakar Narayan Nair (hereinafter called the original Owners) and the Developers herein referred as the Vendors therein, the said original owners have entrusted the development rights in respect of all that piece or parcel of land or ground lying being at Sane Guruji Marg, having C.S. No. 1/1891 of Byculla Division, admeasuring about 1867.35 Sq. Yards or 1561.35 Sq. Mtrs. and within the limits of Municipal Corporation of Greater Mumbai herein referred to as the said property and more particularly described in the schedule written hereunder;



Whereas the said Development Agreement along with the Power of Attorney is duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under document No. BBE 03950/2005 on 26/4/2005.

Whereas in pursuant to the said development the developers are entitled to developer, erect, construct and otherwise put up the multi storey building thereon.

And Whereas the Developers have applied for and obtained from the Municipal Corporation of Greater Mumbai requisite I.O.D. under their letter dated 7/12/2001.

And Whereas The Developers have applied for and obtained from the Municipal Corporation of Greater Mumbai requisite Commencement Certificate vide their letter dated No. EEBPC/ 8209 /E/A/ of dated 14/01/2003

And Whereas the Developers entered into a Standard Agreement with M/s. ARCH SURVEYOR Architect (hereinafter referred to as "the Project Architect") registered with the Council of Architects and such Agreement is as per the format Agreement prescribed by the Council of Architects:

And Whereas the Developers appointed MR. NAVING. SHALL Structural Engineer for the preparation of the structural designs and drawings in respect of the construction of the building and the Developers agreed to accept

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र्षवई-१ २९०८ the Professional supervision of the Project Architect and the Structural Engineer;

And Whereas photo copies of the LO.D. and Commencement Certificate are hereto annexed and marked "Annexure A" Annexure 'B';

And Whereas M/s. Gordhandas & Fouzdar Solicitors & Advocates have investigated the Developer's title to the said property and have issued their Certificate of Title (a photocopy whereof is hereto annexed and marked Annexure 'C'):

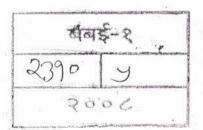
And Whereas a copy of the Property Register Card relating to the property is also annexed hereto and marked Annexure "D";

And Whereas the development work has already been commenced by the developers in accordance with the sanctioned building Plans;

And Whereas the purchaser being desirous of purchasing the Flat No. 1501 on the 15th Floor / having a Carpet Area 415 Sq. ft. equivalent to 46.28 Sq. Mtrs. Built up (hereinafter referred to as "Flats") alongwith four car parking No.8,9,10,11 at stilt level admeasuring about 72 Sq. Mtrs. of the Building known as HUDA HEIGHTS situated at SANE GURUJI MARG, Mumbai -400011 have familiarized himself/herself/ themselves with the scheme of Development and have read and understood the terms and condition of the LO.D.;

And Whereas the purchaser herby confirms that the Developers have produced for inspection of the Purchaser all information and documents and have made full and true disclosure of all the items covered under Clauses (a) to the Sub-Section 3 of the Maharashtra Ownership Flats (Regulation of the Redmotion of Construction, Sale Management and Transfer) Act, 1963 (Maharashtra Act No. XLV of 1963) as amended by amendment(hereinafter for brevity's sake referred to as "the said Act") as well as items covered under Clauses (a) to (g) of Rule 4 of the Maharashtra Ownership Flats Rules, 1964 (hereinafter referred to as "the said Rules") and the purchaser are satisfied

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with the same and have no further or other information nor disclosure to be required from the Developer;

And whereas the parties are desirous of recording the terms and condition agreed to between themselves;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

- 1. The Developers will under normal circumstances, construct or get constructed on the property more particularly described in the Schedule hereunder written a building to be called HUDA HEIGHTS in accordance with the plans and specifications seen and approved by the Purchaser, and as per the true copy thereof received by the Purchaser, prior to the execution of this Agreement. The Purchaser hereby agrees to the Developer making such variations, modifications and additions in the plans and in the said building, as they may consider necessary or expedient by the Developer's Architect or as may be required by any public or local body or authorities. This shall operate as an irrevocable consent of the Purchaser to the Developer under Section7 of the Maharashtra Ownership Act 1964 for carrying out such changes in the building plans.
- 2. The purchaser shall purchase and acquire from the Developers the aforesaid premises being Flat No. 1501 on the 15th Floor / having a Carpet Area 415 Sq. ft. equivalent to 46.28 Sq. Mtrs. Built up (hereinafter referred to as "Flats") alongwith four car parking No.8,9,10,11 at stilt level admeasuring about 72 Sq. Mtrs. of the Building known as huba.heights situated at SANE GURUJI MARG, Mumbai 400 011 shown in the Floor Plan hereto annexed and marked Exhibit 'D'(hereinafter referred to as "the said Premises") at or for the total lumpsum price and consideration of Rs. 30,15,000 (Rupees THIRTY LACKS FIFTEEN THOUSAND ONLY) inclusive of the proportionate price of the common areas and facilities (more particularly described in the Second Schedule hereunder written) appurtenant to the said premises and other the flats, etc., in the said building which are

hereinafter collectively referred to as "the said

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	Premises." The Purchaser hereby agrees and under take to pay to the
	Developer the said total purchase price of Rs. 30,15,000/- (Rupees
	Thirty Lacks Fifteen Thousand Only) in the following manners:-
	8 9
	Rs/- The Purchaser has paid to the Vendor on/or before
R	execution hereof being Part Payment of Agreed
	Sale Consideration.
	A The Development of the Development on for
	Rs/- The Purchaser shall pay to the Developers on/or before day of 2007
	O A C A C A C A C A C A C A C A C A C A
	being Balance Amount of Agreed Sale
	Consideration Through Housing Loan Scheme of
	any Financial Institutions / Banks / or any
	Financing Agency / Institutions.(time will be the
¥.	essence of construct).
	a property of the Development will bondown.
	After getting the Balance Payment the Developer will handover
	peaceful vacant possession of the said Flat to the Purchaser/s. The entire
	deal will be completed beforeday of
	in the state of th
	The Developer will provide the said premises with the fixtures inthus amenities as per details in the Third schedule hereund
	amenities as per details in the Third schedule hereund
	The Developers hereby agrees, subject to the provisions of the presents.
1	to observe, perform and comply with all terms, conditions, stipulations
	and restrictions, if any, that may be imposed by the State Government
	and / or the Municipal Corporation or the concerned sanctioned
	authority and obtain the Occupation / Part Occupation Certificates in
	respect of the said Premises from the concerned authority before
	handing over possession thereof to the Purchaser/s;
	The Developers hereby declare that they will utilize the Floor space as
	per Index available to the said property. The construction of the said
	building has been sanctioned by the Municipal Corporation. The
	Purchaser/s hereby declares that if at any time prior to the execution of
22	the Deed/s of Transfer as provided in the Agreement, the Floor Space
	and 2390 a
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Index at present applicable to the said property remains partly unutilized by the Developers or the same is increased due to any change in the Development Control Rules or under law, the benefit thereof shall vest in the Developers alone and exclusively, without the Purchaser/s being entitled to claim an rebate or right in any manner in respect thereof, and the Developers shall be entitled to use such unused or further Floor Space Index or any part thereof for construction on the said property or elsewhere or for any other purpose as they deem fit. The Developers have informed the Purchaser/s that they are negotiating the acquisition of Transfer of Development Rights/ F.S.I. area attributable to some other property which the Developers will utilize in the construction of additional floors structures over the new Building and/or further structures in accordance with the Development Control Rules and sell flats and other premises in such additional floors/structures to prospective Buyers/ Purchaser/s for such consideration and on such terms and condition as the Developers may in their sole discretion decide. The Purchaser/s shall not object to and/or obstruct directly or indirectly the consumption of such F.S.I. in such additional floors/ structures and the sale of flats and other premises therein. The Purchaser/ss of flats and other premises in the additional floors/ structures shall be entitled to be enrolled as members of the Cooperative Housing Society/Limited Company to be formed and registered in accordance with the provisions of these presents.

It is expressly agreed and understood by and between the parties that the apparent consideration for the purpose of the transaction in the Agreement shall be and is Rs. 30,15,000/- (Rupees Thirty Lacks Fifteen Thousand Only) mutually agreed under Clause 2 to be paid by the Purchaser/s to the Developers. The said date, the above said apparent consideration is as at the date of these presents fair and reasonable market value of the said premises in open market for sale to the Purchaser/s and when ordinarily fetch the said market value, and that the allotment of the said premises to the Purchaser/s on the said date is in fact a sale in the open market made by and between the parties hereto. It is further expressly agreed by and between the parties hereto that the execution of the Deed's of Transfer being mere a legal formality after formation of the

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society, the date of allotment of the said premises to the Purchaser/s and its value on the said date shall be the material date of the purpose of Income Tax Act, 1961;

7. The Purchaser/s confirms that the installments payable by the Purchaser/s under these presents shall be paid strictly on the due dates without any delay or default as time in respect of payment of installments and in respect of the amounts payable under these presents by the Purchaser/s to the Developers in the essences of the contract. If the Purchaser/s make default in making payment of any of the installments or amounts on their respective due dates the Developer shall be entitled to charge interest at the rate of 18% (Eighteen Percent) per annum on all such amounts and installment from the date of default till payment and/or receipt thereof by Developers without prejudice to its other rights in law and under these presents. It is further agreed that on the Purchaser/s committing default in payment of any of the installments or of any other amounts under these present on their respective due date (including his/ her/ their/ its proportionate share of taxes, rates, ceases, other charges, betterment charges, development charges, and all other out goings) Developers shall be entitled at its option to terminate this Agreements PROVIDED ALWAYS THAT the power to terminate herein contained shall be exercised by the Developer after giving the Purchaser/s 15 (Fifteen) days prior notice (in writing) of its intention to terminate this Agreement, and specifying therein the breach or breaches of the terms and conditions on account of which intends to terminate the Agreements, and should the Purchaser/s continue the default / breach/ within/ the stipulated period of 15 (fifteen) days from the date of such notice from It is further agreed that upon termination of this herein Developers shall forfeit the earnest money (cross and thereupon these presents shall stand cancelled and terminated and the Purchaser/s shall have no claim, right over the earnest money of the lat/ shop. The Developer shall refund the installments of the purchase price to the Purchaser/s upon such termination of this Agreement. The President shall be at liberty to dispose off and sell the Flat/ Shop to such person or persons at such price and on such conditions as the Developers may deem and think fit in its absolute discretion and the Purchaser's's shall

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have no right to in that behalf. The Purchaser/s also agree that the payment and delivery of the said refund by Account Cheque to the Purchaser/s at the address given by the Purchaser/s in these present. (Where the Purchaser/s/s encash/s the cheque or not), shall be deemed to be a refund of the amounts so required to be refunded by the Developers. Without prejudice to the above and other Agreement and / or in law the Developers may at their option accept from the Purchaser/s payment of the defaulted installment on the Purchaser/s paying to Developers interest on the defaulted installments at the rate of 24% per annum for the period during which the payment has been delayed.

8. Without prejudice to all other rights of the Developers under this Agreement and/or in law, the Purchaser/s shall be liable to pay interest at the rate of 24 percent per annum on all amount which shall remain due and outstanding after a period of Seven days from the date of the same becoming due, whether demanded or not.

9. The parties hereto hereby agree and declare as follow;-

(a) the possession of the said premises shall be given by the Developers to the Purchaser/s subject to the Building Occupation Certificate or completion Certificate in respect thereof being issued by the concerned local body or authority, and further subject to the provision of sub-clause (b) to (c) hereto, on or before _______ but in any case until the execution of the Deed/s of Transfer of with the said building "HUDA HEIGHTS" constructed thereon, in favour of the society or the Body to be formed by the Purch service in the said building, the possession of the said property and the said flats/ shops constructed therein including the said. Premises in the said building, shall be deemed to be that of the Developers alone and exclusively;

(b) The Purchase shall be entitled to take possession of the said premises as contemplated in Sub-clause (a) here of one if the Purchaser/s shall have duly observed and performed all the obligations and stipulations contained in this Agreement to be observed and performed by the Purchaser/s and shall have duly

And Dyestra paid all the amounts payable by the Purchaser/s under this Agreement to the Developers.

(c) notwithstanding anything contained in this Agreement, the Purchaser/s hereby agrees that the Developers shall not incur any liability if the Developers are unable to deliver possession of the said premises as stated above, in the event the completion of the said building is delayed for reason of non availability of steel. cement or other building materials of any type, on account of strike, accident, civil commotion, riot, or any Act of God, or on account of any Court in Tribunal or the Government and / or any other Public Body or authority, or on account of withholding or delay in the grant of the Building Occupation Certificate, and / or any other necessary facilities, permission or sanction, or on account of any obstruction or hindrance caused to the Developers by any other person or persons claiming or alleging any right over the said property or any part, or as a result of any proceedings adopted by such persons or persons or by any person or persons claiming through them;

(d) before taking possession of the said premise and thereafter whenever required, the Purchaser/s shall sign and deliver to the Developer all writing and papers as may be necessary, including letter of possession, for electric meter, transfer, the and other papers for formation and registration of the proposed society's or Body/s;

(e) before taking possession of the said premise, the Purchaser/s shall pay to the Developers all the deposits payable to the Municipal Corporation of Greater Bombay or deposit formular connection and electricity charges which become payable in respect of the said Premises of the same shall be reimbursed to the Developers by the Purchaser/s, who shall also pay proportionate share in respect of all payments made /or required to be made, by way of betterment charges, development charges. contributions, Municipal Taxes, property taxes including taxes for land under construction, rates, cesses, charges and /or all other amounts in respect of the said property, and shall not raise any objection in respect thereof;

and,

- (f) upon taking possession of the said Premise and thereafter, the Purchaser/s shall be entitled to use and occupy the said premises for the propose for which it was agreed to be purchased, but without having claim against the Developers as to specification, amenities of any defect in the building or material used in construction of the building and the said Premises.
- (g) Not to put any grills or any other external changes or elevation to and in the said premises and the said building or any part without prior written consent of the Developers and that the Developers have agreed not to with held their consent provided the same is in conformity and/ or symmetrical with the settled design and elevation set by the Developers so that the elevation of the Building is not spoiled.
- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said plot of land and/ or the said building.

The Purchaser/s hereby agrees that in case of any default or failure on developers part giving possession of the said Premise to the Purchaser/s by the date specified in clause (9) above, or the dates prescribed in subclause (b) of section 8 of the said Maharashtra Ownership Flat Act, then the Developers shall on written request refund to the Purchaser/s the amounts already received by them from the Purchaser/s. Till the refund or tender thereof by the Developers to the Purchaser/s, the same shall, subject to prior encumbrances, if any, be a charges, the same shall subject to prior encumbrances, if any, be a charges, the same shall construction or building in which the said premises is citatle or were to be situated;

The Purchaser/s shall, after the expiry of seven days after the receipt of the notice from the Developers that an Occupation Certificate has been obtained, inter alia in respect of the said Premises, be liable to bear and pay all local taxes and charges for electricity and other services by way of maintenance, upkeep etc., and outgoings payable proportionate in respect of the said Premises as provided in clause (13) hereof:

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12. The Purchaser/s and the Purchaser/s of the other premises in the said building to be constructed on the said property shall join in forming and registering the society to be know by such name as Developer may decided, and for that purpose, the Purchaser/s shall from time to time sign and execute other papers and documents and Bye-laws and constitution of such society, and for becoming a member thereof, and return the same to the Developers within 10 (Ten) days of the same being forwarded to the Purchaser/s, and the Purchaser/s shall consent to any changes or modifications made in the draft Bye-laws or the constitution as may be required by the Register of Co-operative Societies or any other Competent Authority;

The Purchaser/s agrees and undertakers to pay regularly to the 13. Developers or in case of formation of an Ad-Hoc Committee of the Purchaser/s of said Flats/ Shops including the Purchaser/s, with the consent of the Developer, to such Ad-Hoc Committee by the 5th day of each month, in advance whether demanded or not, until execution of the Deed of Transfer shall pay to the Society that may be formed, the proportionate share of the Transfer as the Developers or the society may decide, of all rates, charges, levies, assessed or imposed upon or in respect of the said property or the said building on the said property, or for the use thereof, or upon the flat holders, occupiers, caretakers, etc., thereof by and local body or the Government and payable either by Developer, occupiers, caretakers, etc., of land / building and shall also pay proportionate share of all other outgoings in respect thereof viz. taxes, insurance, sanitation, water charges, common lights, pumps, chowkidars, sweepers and all other common experses and all other expenses as may be necessary and / or incidental to the share einen and maintenance of the said building and other buildings on the said property, And more particularly described in Annexure 'D' hereunder

On the completion of the said building and on receipt by the Developers of the full payment of all the amounts due and payable to them by all Purchaser/s of the said flats / shops in the said building and other buildings on the said property the Purchaser/s of the said premises.

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written, and shall indemnify, and keep indemnified at all times, the

and,

Developers in that behalf;

including the Purchaser/s, shall co-operate with the Developers in forming, registering or incorporating a society. The right of the members of the Society as the case may be, shall be subject to the overall rights of the Developers under this Agreements, and the conveyance, or order Deed of Transfer to be executed in pursuance thereof as provided in Clause 33 hereof or to the extent as may be permitted by authorities, in favour of such society/s Body/s, as the case may be. The amount paid by the Purchaser/s to the Developer under Clause 24 shall not be refunded or returned and remain with the Developer;

- 15. The Purchaser/s hereby agrees and covenants with the Developers that from and after the date of delivery of physical possession of the said Premises of the Purchaser/s, the Purchaser/s shall:-
 - (a) keep and maintain the said Premises in good and tenantable repair and condition and not to suffer or to be done anything in or to the said Premises or the building, the terrace, staircases and common passages, or the open spaces thereof which shall or may be contrary to or against the law or rules of Bye-laws of the date State of Local Body or any other authority;
 - (b) duly observe and perform all the terms and conditions as may be imposed by the State of Local Body or other authority, including any further or increased levies, charge or taxes;
 - (c) not to demolish or cause to be demolished any walls or other structures at any time or make or cause to be made any new construction, additions or alterations of whatsoever nature on or the the said Premises or building or any part thereof reclaring the elevation or the colour scheme of the said building to and or gallery, without the previous consent in writing of the Developers and if it is found that the Purchaser/s has acted contrary to the various covenants under this Agreement or as a result thereof the Local Body or other authority refuses or objects to the grant of Building Completion Certificate, in any such event, the Purchaser/s shall become liable to arrange for and obtain the same at the cost and expenses of the Purchaser/s, and the Developers shall be absolved from their responsibility of obtaining the Building

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Completion Certificate, and shall not be liable to other Purchaser/s of the said Flats / Shops in the said building, in that behalf;

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

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

Nothing contained in these presents is intended, nor shall be constructed, to confer upon the Purchaser/s any right, title or interest of any kind whatsoever in, to or over the said Premises or the said property or any part thereof, such conferment shall take place only upon the execution of the Deed of Transfer of the said property with the execution of the Deed of Transfer of the said property with the execution of the Deed of Transfer of the said property with the execution of the Deed of Transfer of the said property with the execution of the Deed of Transfer of the said property with the execution of the Society standard transfer being in favour of the Society proposed of the formed. Incorporated and registered under and in accordance with the provisions of Maharashtra Co-operative Societies Act, 1960. Or the Companies Act, 1956, as may be applicable. Such Society shall be known by such name as the Registrar of Co-operative Societies, Registrat of Companies, Maharashtra or other appropriate authority under other applicable Act, may approve;

19. The Purchaser/s shall duly observe and perform all the rules and regulations of the said Society that may be in forestion time to time,

and Ayesh

the Building Rules and Bye-laws for the time being in force of the Municipal Corporation of Greater Bombay or the Government and / or other public body or any other local authority or body, and shall sign all necessary papers and documents and do all other acts and things from time to time for safeguarding or protecting the interest of the Developer, and the said society or Body.

20. The Purchaser/s hereby agrees that in respect of any amount and / or interest or cost and expenses liable to be paid by the Purchaser/s to the Developers under or by virtue of this Agreement, the Developers shall have a possessory lien and first legal charge on the said Premises so long as the same shall remain unpaid;

21. After all the flats / shops in the said building to be constructed by the Developers are completed and ready and fit for occupation and the same have been sold and disposed off by the Developers, and the Society been formed and registered, and after the Purchaser/s and all other buildings of the said Flats / Shops in the said building and other buildings on the said property have paid in full at their respective dues payable by them to the Developers and strictly complied with all the terms and conditions of their respective Agreements with the Developers, the Developers shall execute or cause to be executed by the persons concerned, Deed/s of Conveyance or such other Deeds of Transfer of the said property with building thereon in favour or such Society or Body.

The said building shall always be known as and the an shall not changed without the written consent of the Developers, and the name of the Society that may be formed shall as far as possible bear the above name "HUDA HEIGHTS" as part of its name;

Agreement, the Purchaser/s fully satisfied about the title of the Developers to the said property described in the First Schedule hereunder written. The Purchaser/s shall not be entitled to investigate to title any further hereafter to raise any objection of any matter relating thereto.

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- 24. The Purchaser/s hereby covenants to pay to the Developers on demand, the following amounts before taking possession of the said premises.:-
 - (a) Rs. 250/- towards the Share money, and Rs. 100/- as entrance fee;
 - (b) Rs. 12,000/- towards electricity and water meter deposits charges etc.;
 - (c) Rs. <u>5,000/-</u> as a lumpsum payment towards costs, charges and expenses for the formation and registration of the said Society;
 - (d) Rs. 5,000/- as a lumpsum payment towards legal charge and expenses of the Developer and incidental to this Agreement;
 - (e) Rs. <u>5,000/-</u> as a deposit on account towards estimated proportionate share in the costs, charges expenses, legal expenses. legal charges of the Conveyance or other Transfer Deed/s to be executed pursuant to these presents;
 - (f) Rs. 60,000 /- towards advance maintenance charges for the period of one year for the said Premises;
- by the Developers on the execution of the Conveyance or other such transfer deed, and the balance, if any, after deducting there from, the amounts, if any, payable by the Purchaser/s to the Developers under and in accordance with the provisions of this Agreement, shall be paid over by the Developer to the Society or the Ad-Hoc Committee/s if any, that may be formed, as the case may be. The Developer shall not be required to render any account regarding the amount in clause 24 (a) to 24 (f) above, or to make any payment there from to the Purchaser/s of Society or Ad-Hoc Committee, as the case may be. The Developer of Society or Ad-Hoc Committee, as the case may be. The Developer of Society or Society of Society or Soc

The Purchaser/s shall not be entitled to claim or demand any rebate and/or concession on any account, in the price and consideration of the said premises payable by the Purchaser/s to the Developers under this Agreement. The Purchaser/s shall have no claim upon all open spaces, lobbies, terrace, or other flats, shops, garages, spaces, etc.. (save and except and said Premises) which shall continue to remain the property of

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the Developers until the said property and the said building thereon is conveyed and transferred by the Conveyance or other transfer deed to a Society as provided hereinabove, subject nevertheless to the rights of the Developers as hereinafter stated and hereby confirmed by the Purchaser/s;

The Purchaser/s hereby agrees and confirms that the Developers shall 26. have a right until the execution of the Conveyance of Transfer, to construct other building/s and structures on the said property and / or make additions or changes or put up additional storeys, terraces and structures on the said building on the said property, as the Developers deem fit, without any objection hindrance or obstruction from the Purchaser/s, and such other building and structures and such additional and changes shall be the property of the Developer and if all premises in the said building and other structures on the said property are not sold by the Developer, the same shall be at their disposal and they alone shall be fully entitled to sell or otherwise deal with and dispose off the same. in such manner to others as the Purchaser/s or Society formed and registered or incorporated as herein stated, and such other persons, when recommended by the Developers shall be admitted as members thereof unconditionally as herein provided by such Society/s or Body/s, if already formed;

27. So long as the said Premises shall not be separately assessed for property taxes, water charges, and maintenance charges and outgoings, the Purchaser's shall continue to pay to the Developers such sum or sums as may be determined by the Developers calculated on the built-up area of the said Premises, as the proportionate share thereof and other outgoings mentioned in The Annexure 'E' hereto assessed on the whole building. The decision of the Developers in determining such proportionate share of the Purchaser's according to the built up area of the said Premises (including the balcony, verandah and common areas) shall be final and binding on the Purchaser's;

28. The Purchaser/s hereby agrees that in the event of any amount by way of betterment charges, development charges or any amount by way of as premium or security deposits, becomes payable to the Bornbay

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Municipal Corporation or the Government, or Bombay Suburban Electric Supply Limited, Mahanagar Telephone Nigam Ltd., or to any other Public or Local Body, for the purpose of giving water, electric, telephone connections or for any other utility, or any other tax or payment similar nature becoming payable by the developer in respect of the said building, the same shall be reimbursed by the Purchaser/s to the Developers in proportion to the built-up area of the said premises and in determining such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser/s. The Purchaser/s agrees to pay within seven days or demand, without any deduction, objection or delay, such proportionate share of such deposits and costs to the Developers;

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The Purchaser/s hereby agrees that in case the Government of Maharashtra applies or levies sales tax or any other tax on the sale of Flats / Shops etc., and if any such tax becomes payable in relation to the said Premises, the Purchaser/s shall pay the same immediately on demand being made by the Developers and until such time the same shall remain unpaid or deposited by the Purchaser/s in a separate account with the Developers, the Purchaser/s shall not be entitled to be put in physical possession of the said Premises. It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid Sales tax or such other tax on sale of Flats / Shops etc., shall be that the Purchaser/s alone with interest and permanent payment thereof in time or otherwise, by the Purchaser/s shall be reimbursed to the Developer on demand by the Purchaser/s;

30. The said premises, in case it be a flat, shall be used by the Purchase for residential purpose only, and in case of shop or similar other case, for the purpose for which permission is granted by the Developer in writing. The Purchaser/s shall not use the said Premises or any part thereof or permit the same to be used for any purpose whatsoever other than as stated above, or for any immoral, or illegal purpose, or in a manner which may be or is likely to a cause for nuisance or annoyance to the occupiers of the said building or to the Developers or occupiers of

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31. In the event of a Society being formed and registered or incorporated, as provided herein before the sale and disposal by the Developers of all the Flats / Shops etc., in the said buildings constructed on the said property, and until execution of Conveyance / Assignment or other Transfer Deed's, and handing over juridical possession thereof by the Developers, the powers and authorities of such Society of the Purchaser/s of the said Premises and Purchaser/s of the other Flats / Shops in the said building and in other such buildings shall be subject to the overall control of the Developers about all or any of the matters concerning said building and such other building, the construction and completion thereof and all amenities appurtenant thereto, and in particular, the Developers shall have absolute authority and control, as regards the unsold Shops / Flats etc., and the disposal thereof, as provided above;

If the Purchaser/s neglects, omits, or fails for any reason whatsoever, to pay to the Developer any of the amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time hereinabove specified, or if the Purchaser/s shall in any way, fails to perform or observe any if the terms and conditions on the part of the Purchaser/s herein contained or referred to, the Purchaser/s hereby agrees Developers shall be entitled to re-enter upon and resupthe said Premises and remove there from everything what some brough in by the Purchaser/s, without any objection or hindrance from the Purchaser/s, and this Agreement shall cease and stand terminated, and the earnest money and all the other amounts already paid by the Purchaser/s shall stand absolutely forfeited to the Developer, and the Purchaser/s shall have no claim against the Developers for refund or repayment of the said earnest money and other money already paid by the Purchaser/s to the Developers or any part thereof, and the Purchaser/s hereby agrees in such event to forfeit all rights, title, and interest of the Purchaser/s in the said premises and all amounts plready paid, and in such event, the Purchase's shall also be liable to immediate

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ejectment as a trespasser and the right given by this clause to the Developer shall be without prejudice to any other rights, remedies an claim whatsoever at law or under this Agreement of the Developers against the Purchaser/s.

33.

It is hereby expressly agreed that he Terraces on the said Building will always belong to the Developers and they shall be entitled to deal with. dispose off the same in such manner as it may deem fit. In the event of the Developers obtaining permission from the concerned Authorities for construction any type of premises on the terrace the Developer shall entitled to dispose of such persons at such t rate and on such by them on the terrace together with the terrace/s to such persons at such rates and on such terms as Developer may deem fit. The Developer shall be entitled in that event to allow use of such entire terrace/s to the Purchaser/s of such premises proposed or constructed on the Building/s and the Terrace/s shall then in exclusive possession (as Owner) of the Purchaser/s of such Developer constructing more then one premises on the Terrace/s, the Developer will be entitled to dispose of the Concerned Premises together with the Portions of the Terrace proportionate to and / or appurtenant thereto. The Society that may be formed by the Purchaser/s of premises as stated hereinafter should admit as its members the Purchaser/s of premises that may be proposed or constructed on the Terrace/s with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank being constructed or any other to depute its representative to go to Terrace for the regular check up and up keep and for or during such mutually agreed upon by the Purchaser/s of survival Terrace and the Society;

Advocate for the Developers shall prepare, engross and / or approve the Deed of Conveyance or Transfer, and all other documents which are to be or may be executed by the Owner and the Developer in pursuance of this Agreement. The Purchaser/s shall bear pay and contribute towards all costs, professional charges, fees and expenses for the same, and all cost and expenses for the formation and registration or incorporation of the said Society and the costs of Stamping and Registration of this Agreement and all other Agreements and Assurance and of the

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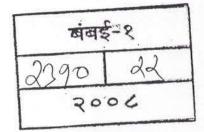
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Conveyance of other Transfer Deed or Deeds, or any other documents required to be executed by the Developer or the Purchaser/s or the said Society, and the entire professional costs, charges and expenses and other costs and expenses including Stamp Duty and Registration fees, as aforesaid, shall be borne and paid exclusively by the said Society or proportionately by the Purchaser/s and all the Purchaser/s of the other Flats / Shops in the said Building and other Buildings on the said property, to the intent that the Developer shall not contribute anything towards any such expenses. The proportionate share of such costs, charges and the expenses that may be payable by the Purchaser/s shall be paid by Purchaser/s immediately on demand. It is agreed by the Purchaser/s that payments already made by the Developer and the payment to be made for or in connection with or incidental to this Agreement shall be reimbursed by the Purchaser/s to the Developer on demand;

The Purchaser/s agrees that any indulgence, forbearance delay or default on the part of Developer in enforcing the terms and conditions of these presents or the grant of time to the Purchaser/s shall not be conditions of these as a waiver or the breach of any of the terms and conditions of these present nor shall in any way prejudice the rights of the Developer;

All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if addressed to the Purchaser/s and sent by prepaid postal charges, Under Certificate of Posting, at the following address:-

Mrs. Khan Ayesha Mukhtar Ahmed,
B.I.T. Block No. 4,
Flat No. 4, I. R. Road,
Mumbai – 400 003,



37. After the possession of the said Premises is handed over to the Purchaser/s or after execution of Conveyance of other such Transfer deed/s as aforesaid, if any additions or alterations in or about or relating to the said Building/s or in any Unit therein are required to be carried out by or at the instance of the Government, the Municipal Corporation or any Statutory Authority, the same shall be carried out by the

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Purchaser/s and all other Purchaser/s of the other Flats / Shops in case the same relate to the said Building/s at their own costs, and not by the Developer who shall not in any manner be liable or responsible for the same or any part thereof;

- 38. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the rules in force there under or any other provisions of the law applicable thereto;
- 39. The Stamp Duty, Registration charges and other expenses of and incidental of this Agreement and the registration thereof, shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall bear and pay the professional fees or charges of the Purchaser/s Advocates / Solicitors, and of any other persons engaged or employed by the Purchaser/s;

After execution of this Agreement, the same will be presented and lodged with the Sub-Registrar of Assurance at Bombay for registration thereof by the Purchaser/s, who shall pay the necessary Stamp Duty and registration charges and other fees in respect thereof, and shall intimate to the Developer the lodgment number and date in case the Agreement is lodged by the Purchaser/s, immediately thereafter, for the purpose of admitting the execution hereof by the Developer, If the Purchaser/s to do so, the Developer shall not be responsible for the case of the registration thereof and the consequence arising there from

With or without workman and other at all reasonable times to enter upon his / her / their premises or any part thereof for the purpose repairmed any part of the building and for lying cables, water pipes, fittings electric wires, structures and other conveyance belonging to or serving or used for the said Building and also for the purpose of cutting of supply of water and other services to the Flat / Shop in the said Building in respect whereof the Purchaser/s or user or Occupier of such Flat / Shop as the case may be shall have committed default in payment of his / her / their share of the Local Bodies taxes fand other cutgoings

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including the charges for electricity, water and other services consumed by the Purchaser/s.

- 42. Irrespective of disputes, if any arising between the Developer and the Purchaser/s and / or the said Society or Co-operative Society all amounts, contributions and deposits including amounts payable by the Purchaser/s/s to the Developer under this Agreement shall always be paid punctually by the Purchaser/s/s to the Developer and shall not be withheld by the Purchaser/s for any reasons whatsoever;
- 43. The Developer shall be entitled to modify and / or amend the building plans or Lay-out or usage of any plots or buildings or other Flat / Shop or recreation areas with the permissions of M.M.C. or any other planning authorities if they in their opinion consider such modification or change necessary. The Purchaser/s/s hereto agrees and gives his / her / their / its irrevocable consent to the Developer to the above effect;
- It is Also Understood And Agreed By And Between The Parties Hereto that the terrace space in front of and / or adjacent to the terrace flats in the said building, if any shall belong exclusively to the Purchaser/s of the terrace and such terrace spaces are intended for the exclusive use of the respective terrace and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser/s. The said terrace shall not to be enclosed by the terrace Purchaser/s till the permission in writing obtained from the Concerned Local Authority and the Developer and /or the Society as the Case may be;
- 45. It is expressly agreed by the Purchaser/s that the proportionate share towards cost of providing electricity transformer stelephone and cable wiring charges required to be made to B.E.S.T./ FATA or M.S.E.B. or other incidental charge shall be paid by the Purchaser/s to the Developer three months prior to scheduled date of possession of the said Premises on being given;
- 46. It is agreed that no taxes or maintenance charge shall be payable by the Developer for the unsold Flat / Shop including Flat / Shops until such Flat / Shop are sold and possession there of green to the Purchaser/s:

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- 47. Any addition and alterations in the Flat / Shop and / or in respect of the specifications and amenities by the Purchaser/s may if agreed upon by the Developer shall be carried out at the risk and extra costs of the Purchaser/s/s which shall be paid in advance by the Purchaser/s before the work is carried out by the Developer;
- 48. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements / publicity / promotional material these presents shall constitute the complete and comprehensive contract between the parties and shall govern and be constructed to govern the right and obligation of the parties in all matter relating to premises, fixtures and amenities;
- 49. It is agreed and understood that the terrace attached to any flat shall be exclusively used by the flat Purchaser/s of such flat and no other Flat Purchaser/ss of flat/ shop/ garage/ parking space nor Society shall have any right of any nature whatsoever over such terrace. However the terrace of the said building shall always belong to the Developers and that the Developers are also entitled to fix transformers etc for use of modern technology and let out the same on such terms and consideration as the Developers may deem fit and proper.
- on the said plot of land or on the said building or any part thereof and the said hoarding may be illuminated by neon signs and or may other source of illumination which is contemporary and or may in future be invented and for that purpose the Developer will be fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said building a the case may be and that the Flat Purchaser/s agrees not to object dispute the same. That the Developers will be entitled to all the profits and/ income from the said Hoarding site.
- 51. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or the

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said plot or the said building or any part thereof and which right will accrue only upon the Conveyance of the said property by the Developers in favor of the Society/ Company as the case may be. That the Flat Purchaser/s shall have no claim save and except in respect of the premises hereby agreed to be sold to him/ her/ them and all the open spaces, parking spaces lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Developers until the said plot and said building are transferred by the Developers in favor of the Society/ Company as the case may be.

52. It is specifically agreed that in the event of the Developers require to install or erect any structure or room for the purpose of installation of transformer or any other instrument to obtain necessary supply of electricity for the said building by B.E.S.T. or any other concerned Authorities either within the said plot or the said building in such event the Flat Purchaser/s and other Flat Purchaser/s shall bear and pay the said outstanding charges, deposits and expenses to be incurred paid or deposited with them for the said purpose proportionately or as may be mutually decided. That the Developers shall not be liable to bear and

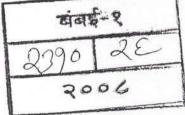
53. The Purchaser/s/s hereby declare agree and confirm that they have signed this Agreement after understanding its full produce implication thereof and that all the terms and continue of the Agreement shall be binding upon them and their espective heirs and legal representatives and all persons claiming through them and that they shall duly fulfill all the terms and conditions of this Agreement without any default or breach thereof.

electricity supply from the said concerned Electricity Board.

pay the said expenses, charges or deposits as may be required to obtain

In Witness Whereof the parties hereto have hereunto and low the duplicate hereof set and subscribed their respective hand and seals the day and year first hereinabove written,

Quel .



The First Schedule Above Referred To .:

All that piece or parcel of Municipal leasehold land or ground being pl	ot
No (part) of (Central) Estate of the Bombay Municipal Corporation	n
with the messuage tenement and building standing thereon situate lying and being	ng
at Sane Guruji Marg, in the City of Bombay and in the registration Sub District	of
Bombay containing by admeasurement about square yards which	is
equivalent to and registered the books of the Collector of Lan	bn
Revenue under New Survey no (part)and being Cadastral Survey N	o.
1/1891 (part) of Byculla Division and assessed by the Assessor & Collector	
Municipal Rates and Taxes under "E" Ward No (1) Street No	
and bounded as follows: that is to say on or towards the North by the proper	ty
bearing on or towards the south by on or towards the	ne
East by the property bearing and on or towards the West by the	
property bearing	(2)
TO TOTAL AND A DESCRIPTION OF THE PROPERTY OF	



The Second Schedule Above Referred To .:

Flat No. 1501 on the 15th Floor / having a Carpet Area 415 Sq. ft. equivalent to 46.28 Sq. Mtrs. Built up (hereinafter referred to as "Flats") alongwith four car parking No.8,9,10,11 at stilt level admeasuring about 72 Sq. Mtrs of the Building known as <u>HUDA HEIGHTS</u> situated at SANE GURUJI MARG

Mumbai - 400 011 under Municipal 'E' ward No._____, Street

bearing Cadastral Survey No. 1/1891 of Byculla Division.

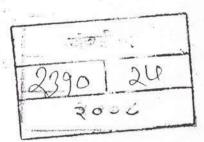
The Third Schedule Above Referred To Common Amenitities

- > Two Automatic Hi-Speed Elevators,
- > Hitech Security & Fire Fighting System,
- Earthquake Resistant Desigh,
- Italian Marble in Lobby,

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- > Prayer, Children's Play Area,
- > Society Office on the Ground Floor,





- Paved Surrounding Area around the Tower,
- Common Garbage Collection System,
- Provision for Rain Water harvesting for the Complex,
- Entrance of the Building,

SPECIFICATIONS:

- ❖ Building will be R.C.C.frame structure.
- * Walls will be of concrete block or brick masonary.
- ❖ Building will be furnished with smooth plaster internally and cement face or any other decorative plaster externally.
- Doors will be of wooden frame with panel shutter, finished with natural polish or oil paint and brass fixtures. Toilets doors will be provided with wooden panel shutters, Main door with Decorative handle and night latch.
- * Window will be of aluminum frame Glass, Shutter and fixtures.
- Building will be painted with cement paint externally-Sand tax paint.
- Plumbing and sanitation will be carried out through Licensed Agency, as per rules and specification of Mumbai Municipal Corporation.
- Electric work will be executed through Licensed Agency, as per rules and regulations of B.S.E.S.
- The Building will be fenced along boundaries and open spaces will be paved as per requirements of Mumbai Municipal Communication.

LIVING & DINNING AREA:

- Marbo Granite Flooring,
- Intercom Facilities,
- Quality Door Frames with Premium Shutters & Quality Alarquare.
- ❖ Walls & Ceiling adorned with Pop & Paint, Landscape Ledge.
- * Powder Coated Aluminum French Windows,
- * Provision for Window A.C. Telephones, Lights, Fans & Cable

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BED ROOMS;

- Marbo Granite Flooring,
- Quality Door Frames with Premium Shutters & Quality Hardware.
- Walls & Ceiling adorned with Pop & Paint, Landscape Ledge,
- * Powder Coated Aluminum French Windows,
- * Provision for Window A.C. Telephones, Lights, Fans & Cable Points,

KITCHEN;

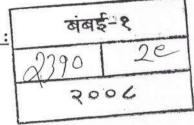
- Vitrified Flooring Tiles for Flooring & Ceramic Tiles for Dado,
- Granite Cooking Platform with Sink & Quality C.P. Fittings,
- * Quality Door Frames with Premium Shutters, with Quality Hardware,
- * Powder Coated Aluminum French Windows,
- * Electrical Points for all essential services in Kitchen,
- Provision for Gas Connection & Concealed Plumbing,

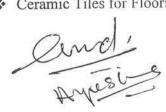
BATH ROOM:

- Marbel / Vetrified Tiles for Flooring & ceramic Tiles DADO for Shower Area,
- . Ceramic Tiles in General Area,
- Quality Marbel Door Frames with Water Resistant
- . High Quality Premium C.P. Fittings, Powder Coated Aluminum Louvered Windows,
- Quality Sanitaryware & Continental Jaquar C.P. Fitting.
- Instant Storage Gyser,
- Exhaust Fan with Adequate Points for all Essential Utilities.
- Concealed Plumbing,

HOUSE KEEPER'S TOILET

Ceramic Tiles for Flooring,

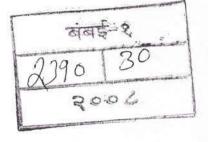






- * Marbel Door Frames with Water Resistant Shutters,
- Concealed C.P. Fitting of Good Quality,
- Aluminum Louvered Windows,
- Enamel Paint on Walls & Ceiling.
- The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes of the building, water pipes, lift and electric wires in, under or upon the building and enjoyed or refused by the Flats / Premises holder / holders in common with the other occupiers of the flats and the main entrance, passages, landings, lift and staircases of the Building/s as enjoyed by the flat holder/s used by him / her / them in common as aforesaid and the boundary walls of the building, compound terrace, etc.
- The cost of cleaning and lighting the passages water pumps, landings, staircases, common lights and parts of the building used by the flat holder/s in common as aforesaid.
- The cost of salaries of cleaning and lighting the passages, water pumps. landing staircases, common lights and parts of the building used by the flat holder/s in common as aforesaid.
- The cost of salaries of clerk, bill collectors, chowkidars, pumpmen.
 Sweepers, etc,
- The cost of working and maintenance of common lights, water pump. lift and other service charges.
- Deposits for Building/s meter, electric meter, sewer line etc.
- Municipal and other taxes, such as water charges bills, bills, levy and revenue, N.A.Lease taxes etc.
- Such other expenses, as are necessary incidental for the maintenance and upkeep of building.
- Amounts referred to be paid in advance quarterly, half yearly, yearly for the use and occupation of flat/s shop/s whether the said society remains closed / unoccupied by the Purchaser/s maintenance charges if any will be paid according to the bye-laws, rules and regulation which Developer may make from time to time.

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SIGNED, SEALED & DELIVERED By the withinnamed DEVELOPERS For M/s. AQUIL MUKHTAR DEVELOPERS PVT. LTD. MR. KHAN MUKHTAR AHMED MUMTAZ ALI, MANAGING DIRECTOR, THROUGH THEIR C. A. MR. JUNAID AHMED MUKHTAR AHMED, In the presence of SIGNED, SEALED AND DELIVERED By the within named PURCHASER/s Mrs. Khan Ayesha Mukhtar Ahmed, In the presence of



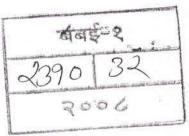
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RECEIPT

*	Received on	or before execution here	eof of and from the within named	
PURCHASER a sum of Rs.			/- (Rupees	
			Only) being the Part Payment of	
			ed hereinabove and paid to us by	
ollow	ing Cheques.:			
1)	Rs	/- vide Cheque No	dated	
	drawn on		position to a president of the second of the	
2)	Rs		dated	
6	drawn on		***************************************	
3)	Rs		dated	
8	drawn on			
4)	Rs		dated	
	drawn on			
		I SAY RECEIVED Rs.		

For M/s. AQUIL MUKHTAR DEVELOPERS PVT. LTD.,
MANAGING DIRECTOR,





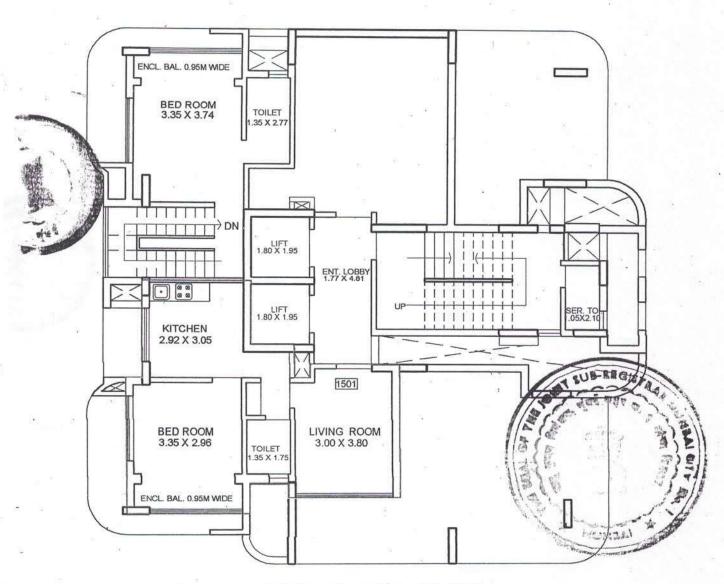


PLAN OF

FLAT No. 1501, ON 15TH FLOOR OF "HUDA HEIGHTS" ON PLOT BEARING

C.S. No. 1/1891 OF BYCULLA DIV., & SITUATED AT 385A, ARTHUR

ROAD, MUMBAI CENTRAL.



15TH FLOOR PLAN

SIGNATURE OF VENDOR

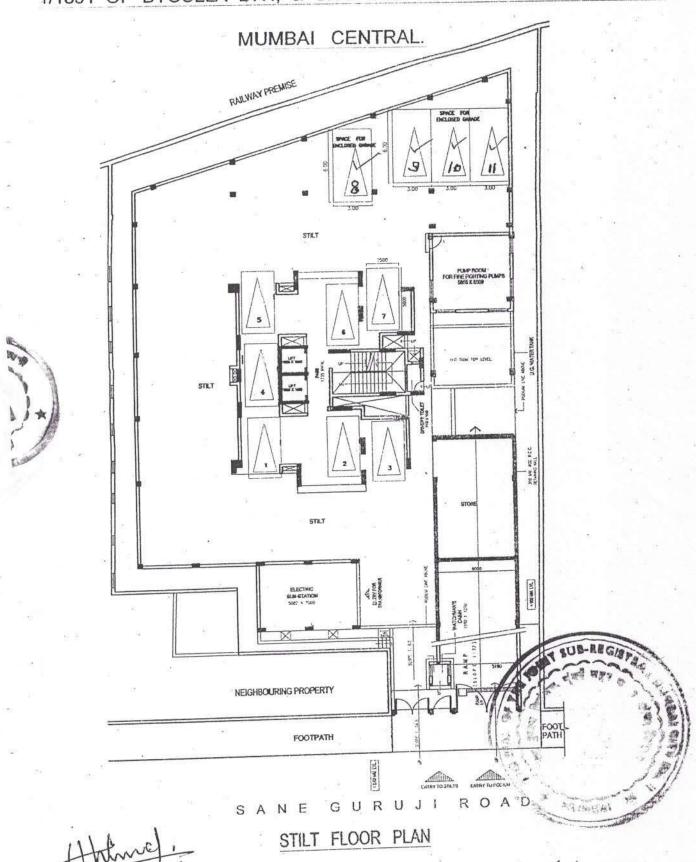
SIGNATURE OF PURCHASER

200 CArchsurveyors

ARCHITECTS & PLANNERS
PROSPECT CHAMBERS, 4TH FLOOR, D.N. ROAD, FORT.

PLAN OF

STILT FLOOR (PARKING) OF "HUDA HEIGHTS" ON PLOT BEARING C.S. No. 1/1891 OF BYCULLA DIV., & SITUATED AT 385A, ARTHUR ROAD,



SIGNATURE OF VENDOR

SIGNATURE OF PURCHASER

Archsurveyors

ARCHITECTS & PLANNERS

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GORDHANDAS & FOZDAR (REGD.)

ADVOCATES & SOLICITORS

Jagadish G. Engineer
B.A. LL.B.
Advocate, Solicitor, High Court
Hemang J. Engineer
B.Com., LL.B.
Advocate, High Court

Office:
Examiner Press Building,
35, Dalal Street, Mumbai - 400 023.

Office - 267 67 22

Tele Fax - 269 39 71

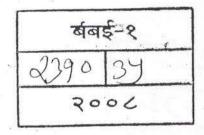
Residence - 382 25 18
E-mail: gordfoz@sify.com

No. : 464 /2002

TITLE CLEARANCE CERTIFICATE

Re: All that piece or parcel of foras land or ground situate lying and being at Arthur Road (Sane Guruji Marg), Eyculla Division registered in Sub-District of Bombay previously bearing C. S. No. 1891 (Part) now after Sub-Division bearing No. 1/1891 admeasuring 1561.35 sq.mtrs. or thereabout.

m/s. Ameen Mukhtar Developers p. Led a private limited company incorporated over the provincions of the Indian Companies Act, 1956 (hereinafter referred to as the Developers) having its registered office at Vaziri Manzil, Manohardas Straet, Opp. 6.P.D. Mumbai - 400 001, more particularly described in Schedule I hereto, are presently developing the abovement



tioned property by constructing a residential building thereon, as per sanctioned municipal plans.

(1) Merwanji R. B. Jeejeebhoy, (2) J.R.B. Jeejeebhoy, (3) Cursetjee R.E. Jeejeebhoy were during their respective life time the owners of an immoveable property bearing Survey No. 1889 admeasuring 1417.93 sq.metrs. and Survey No. 1891 of Byculla Division, admeasuring 3712.42 sq.mtrs situate at Arthur Road, Byculla in Greater Bombay, more particularly described in the Schedule II hereunder written.

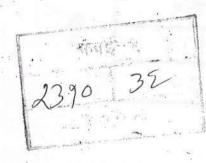
The said Merwanji R.B. Jeejeebhoy died at Bombay on or about 21st April, 1978 leaving behind him his wife Perin M.R.S. Jeejeebhoy.

The said J.R.S. Jeejeebhoy died at Bombay on or about 13th October, 1966 leaving behind Mr. Jamsetjee Jeejeebhoy and Rustamji J.R.S. Jeejeebhoy as the heirs and executors of his last Will.

The said Cursetjee Jeejeebhoy died at Bombay on or about 11th March, 1972 leaving behind him his heir Mrs. Amy C.R.B. Jeejeebhoy who also died on 12th December, 1984 leaving behind her only heir Mrs. Rutty R.

On the death of the said (1) Merwanji R.B. Jeejeebhoy, (2) the sid J.R.B. Jeejeebhoy and (3) the said Cursetjee R.B. Jeejeebhoy, the original owners of the abovementioned property, (1) Jamsetjee J.R.B. Jeejeebhoy, (3) Mr. Perin





M.R.B. Jeejeebhoy and (4) Mrs. Rutty R. Ginwalla became the owners of the abovementioned property, more particularly described in Schedule II hereunder written.

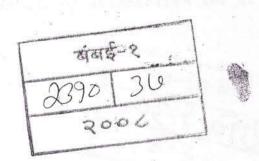
On or about 19th July, 1948 the State of Maharashtra issued a notification under the provisions of Section 4 of the Land Acquisition Act, 1894 (hereinafter called "the said Act") and notified the said property for acquisition for a public purpose namely: for providing hostel accommodation to the students of Industrial Training Institute, Rombay.

And on an enquiry under section 5A of the said Act to Act a Declaration under section 6 of the said Act to that effect was published in Government Gazette dated 9th April, 1965.

And ultimately an Award was made on 31st March, 1975, awarding to the Owners a sum of Rs. 5,17,038/- as and by way of compensation for such contemplated acquisition.

By a notice dated 16th April, 1975, issued by the Special Land Acquisition Officer (1) Bombay, on behalf of the Government of Maharashtra, under section 12(2) of the said Act, the Owners of the said property were required to hand over possession of the said property to the Government on 8th May and to receive compensation on the same day.

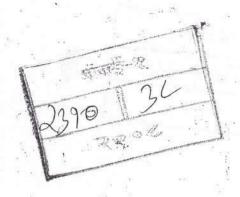
On 5th Kay, 1975, the said Comers receiped Notice from the said Land Acquisition Officer I station that the possession which was to be taken postponed.



Since the payment of compensation for the Acquisition was inordinately delayed and possession was not taken by the Government even though offered by the Owners namely Merwanjee Jeejeebhoy, Amy Cursetjee Jeejeebhoy, Bai Cursetbai J.R.B. Jeejeebhoy, Jamsejee J.R.B. Jeejeebhoy and Rustomji J.R.B. Jeejeebhoy, the last three named in their capacity as the Executors and Trustees of the last Will and Testament of J.R.B. Jeejeebhoy, since deceased, filed a Writ Petition in High Court of Judicature at Bombay, being Miscellaneous Petition No. 1217 of 1975 on 4th August 1975, against the State of Maharashtra and the Acquisition Officer for direction to the Government to take possession of the said property and to pay the compensation as awarded under Award dated 31st March, 1975 together with interest @ 6% till payment.

Pending the said Petition, Government issued a letter dated 13-11-1975 showing their intention to withdraw from acquisition the said property. Thereupon the said owners challenged the said letter of withdrawing acquisition proceedings by amending the said Petitions.

By an Order and Judgment dated 12th July, 1979 plassed by the High Court in the said Petition the said Petition was allowed and the Government was directed to pay the compensation of Rs. 5,18,784.43 to the Owners, that is the Petitioners to the said Petition within 4





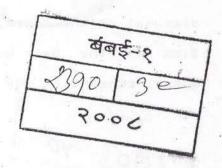
weeks from the date of the said Order and Judgment dated 12th July, 1979.

Against the said Order and Judgment dated 12th July, 1979 the Government filed an Appeal bearing Appeal No. 255 of 1979 before the Division Bench Bombay High Court.

Pending final disposal of the said Appeal preferred by the Government as aforesaid one Mr. K. N. Nair and the various tenants and/or other occupants of the various structures situate in the said entire property decided to purchase the said property from the Owners for total amount of Rs. 5,18,784.43 which the Government was required to pay to the owners under the said Order and Judgment dated 12th July, 1979.

The various tenants and/or occupant appointed one J.P. Kapoor as the Chief Promoter of the Confirming Party to enable them to form a Co-operative Housing Society and to represent them.:

It was agreed between the owners and the said other Occupants that the said K. N. Nair would proceed a portion admeasuring approximately 1561 and that remaining particularly described in Schedule I and that remaining portion admeasuring approximately 3566 sq.mts, more particularly described in Schedule III hereto would purchased by other occupants and/or tenants by forbing themselves into a co-operative society.

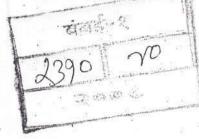


The said other tenants and/or occupants authorised the said K.N. Nair to-approach the Owners and to enter into Agreement for Sale in respect of the said property on behalf of himself and also on behalf of the said other tenants/occupants.

The said K. N. Nair accordingly approached the Vendors and proposed to purchase the said property for himself and the other tenants and/or occupants at the total price of Rs. 5,18,784.43 whereupon the Owners by an Agreement dated 27th April, 1982 made between them of One Part and said K.N. Nair of the other part, agreed to sell the said property to the said K. N. Nair and/or his nominee for the price of Rs. 5,18,784.43 to be paid in instalments together with interest in the manner set out in the said Agreement for sale but subject to the existing tenancies in respect of the various portions of the said property.

The said k. N. Nair had entered into the said Agreement on behalf of himself as well as on behalf of various other tenants of the said property who had agreed to form a Co-operative Society to purchase the portion of the said property.

AND WHEREAS pending the hearing and final disposal of the Appeal No. 255 of 1979 time for completion of the Sale was extended from time to time by mutual consent of the parties.





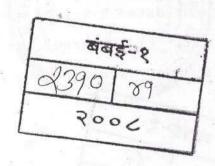
AND WHEREAS the said Appeal came up for hearing and final disposal on 11th June, 1984 before the Division Bench of the Hon'ble Court when upon solemn statement made by Counsel appearing for the Government, that the Government of Maharashtra had passed an Order withdrawing from Acquisition the said land, the said Appeal was allowed and the Judgment and Order dated 12th July, 1979 passed in Misc. Petition No. 1217 of 1975 was ordered to be set aside.

AND WHEREAS the owners not having preferred an Appeal to the Supreme Court of India from the said Judgment and Order dated 11th June, 1984, the said Order and Judgment became final and binding and the said Acquisition proceedings came to an end.

AND ultimately by a Ord. dated 12th February, 1986 the said lands bearing C.S.No. 1899 ad 1891 of Byculla Division were withdrawn by the Special Land Acquisition Officer I under section (2) of Land Acquisition Act of 1894.

The original Owners in the circumstances become entitled to convey the said property more particularly described in the Schedule No.11 hereunder written to the said K. N. Nair and/or his nominee in terms of the said Agreement for Sale dated 27th April, 1982.

The said K. N. Nair having already paid the full consideration to the Original owners namely the sum



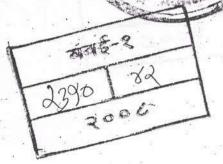


of Rs. 5,29,730/- as agreed upon as more particularly set out in Schedule II annexed hereto, requested the Vendors to convey the said property by two conveyance i.e. one conveyance in favour of the said K. N. Nair in respect of portion approximately admeasuring 1561.36 sq.mtrs. more particularly described in schedule II hereto and another conveyance in favour of his nominee namely the said society namely in respect of 3568 sq.metrs. more particularly described in Schedule II so as to vest perfect title in the purchase and his nominees the Confirming party herein in respect of the said respective portion of the said property which the Vendors have agreed to do.

Accordingly, By Deed of Conveyance dated 15-1-1987 the said Owners namely Jamsetjee J.R.B. Jeejeebhoy. Rustomjee J.R.B. Jeejeebhoy, Mr. Perin M. R.B. Jeejeebhoy and Mrs. Rutty R. Ginwalla conveyed in favour of the said Karunakaran Narayan Nair, the said property more particularly described in Schedule I hereunder.

M/s. Agripada Industrial Premises co-op Society
Ltd. were the confirming party to the said Deed of
Conveyance, confirming the said sale in favour of the
said Karup targets. No

Subsequently as the owner of the said property, so Karunakar N. War entered into Development Agreement dated 5-9-1991 with M/s. Amin Mukhtar Developers Put. Ltd. whereby the said K. N. Nair agreed to permit the developers to develop at their own costs,





risks, expenses and responsibility by putting residential building/buildings on the property situate lying and being at Arthur Road, (Sane Guruji Marg). Byculla Division in the registration Sub-District of Bombay containing by admeasurment 1561.35 sq.mt. or thereabouts bearing C.S.No. 1891 (part) more particularly described in Schedule I hereunder written for a sum of Rs. 1,81,00,000 as per terms and conditions mentioned therein.

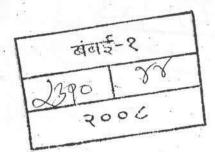
Subsequently the owner said K.N. Nair applied for layout sub-division of the plot bearing C.S.No. 1891 of Byculla Division, Sane Guruji Marg, Bombay- 400 011, as per their letter No. MA/410/93 dated 5-2-1993 and accordingly property was divided as per BMC's letter No. EEB/4876 dated 2-4-1993 whereby the original C.S.No. 1891 (part was changed to 1/1891 admeasuring 1561.35 sq.mtr. equivalent to 1867 sq.yards.

As per the said Development Agreement, the said owner K. N. Nair and the said Developers plied for No Objection Certificate under section 269 UL(3) of the Income Tax Act, 1961 and as per the said application the said N.O.C. dated 28-11-1991 was issued in their favour giving their No Objection to the transfer to the said property in favour of the Developers for the said amount of Rs.1,81,80,000/-. The said Development amount of Rs. 61,00,000 under the said Development Agreement.

The said K. N. Nair expired on 2-11-1997 leaving behind him (1) Mrs. Madhivi N. Nair, his widow, (2) Mrs. Indira Ramchandran, (3) Mr. Somnath Nair, (4) Mrs. Yeshodhara Ukil and (5) Mr. Satish N. Nair, as his only heirs and legal representatives.

Subsequently Memorandum of Understanding dated 12-2-2001 was entered into between the said heirs as legal representatives of K.N. Nair with the Developers whereby, the said heirs have confirmed that the said Development Agreement dated 5-9-1991 continued to remain in force and that the said agreement would be considered as modification and/or supplemental the said Development Agreement dated 5-9-1991.

Pursuant to the said Development Agreement, the said K. N. Nair had applied to the competent authority Urban Development Department, Government of Maharashtra, under section 37 of Maharashtra Regional and Town Planning Act, 1967 for change of user of the said paperty of the Service Industrial zone, to residential rore and accordinally after complying with the necessary formalities as provisions of the said section 37, Notification bearing No. TPB/4395/1734/CR 44/96/UD-11 dated 29-7-2000 has issued by Government Urban Development Department. State of Maharashtra whereby the said Plot No. CTS/1/1891 admeasuring approx. 1561.35 sq.mtrs.



is included in residential zone and by deleting it from Service Industrial zone.

The said heirs of the deceased K.N. Nair have given power of actorney dated 10-4-2000 in favour of the Developers to act on behalf of them as owners of the said property.

The said property, more particularly described in Schedule I, was transferred in favour of K.

N. Nair pursuant to the said Deed of conveyance dated 15-1-1987 in the records of rights and subsequently after the death of K. N. Nair, the said property is transferred in favour of the said heirs on 11-4-2001 in records of rights as owners thereof.

Pursuant to the said Development Agreement dated 5-9-1991 entered into between the said deceased K. N. Nair and the Developers and supplemental agreement dated 12-2-2001 and power of attorney dated 10-4-2000 given by the said heirs in favour of the Developers, the Developers are presently developing the said property and have got development plan of the said property sanctioned by BMC and got IOD dated 7-12-2001 issued in the name of AlGa the said heirs of the deceased K.N.Nair for construction of the new building . The Developers have to pay owner the balance amount of Rs. 30 lacs and the owner have agreed to give the Developers time to pay the same. The Developers are presently constructing the residential building on the said plot of and at their own costs per the terms of Development Agreement and power of attorney executed by the heirs in favour of Developers

2006

and as such the Developers are entitled to sell the flats in the said proposed residential building to be constructed on the said property by them to the prospective buyers and to appropriate the sale price thereof. The title of the Developers to develop the said property is clear, free from encumbrances and marketable.

SCHEDULE I

All that piece or parcel of foras land or ground situate lying and being at Arthur Road (Sane Guruji Marg) Byculla Division registered in CLb-District of Bombay bearing Old C.S.No. 1891 (Part) now New C.S. No. bearing 1/1891 admeasuring 1561.35 sq.mt. or thereabout.

SCHEDULE II

All that piece or parcel of foras land or ground situate lying and/or being at Arthur Road, Byculla Division, registered in Sub-District of Bombay bearing C.S. No. 1889 and 1891 admeasuring 1417.93 and 3712.42 sq.mtrs. respectively.

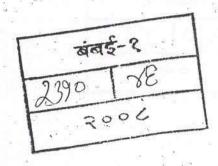
SCHEDULE III

All that piece or parcel of foras land or quantity that diving and being at Arthur Road, Eyculla Division, registered in Sub-District of Bombay bearing E.S.No. 1889 and 1891 (Part) admeasuring 3569 sq.mtrs.

Dated his 26 day of August, 2002.

For M/s. Gordhandas & Fozdar

Partner



Rota: 3 00 (Gen-983:21.4.99)DyChE(BP)c-1

MUNICIPAL CORPORATION OF GREATER MUMB FORM 'A'

3a ⁷⁷⁷	MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.	
	NO. EEBPCI 8290 / E /A	of 14/1103
	COMMENCEMENT CER	PTIFICATE
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0	. 168 Lawreston Road	100 DUS
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	Sir,	01/2000 01/10/10
8	With reference to your application No. AS/8	04/2002 dated 04/10/12
¥	for Dev Iopment Permission and grant of Commencement	
	Mahara atra Regional and Town Planning Act, 1966, to	
- Ph	mup hidwelu Buwil at po	208esty .
3	and bui ding permisswion under Section 246 of the Bom	
	· · · · · · · · · · · · · · · · · · ·	Io./C.S.No./C T.S. No. 1/189/ E . Ward
hil		encement Certificate/Building permit is
e i	granted on the following conditions:-	encement Certificates Building permit is
	1) The land vacated in consequence of the endorseme	int of the setbake line/road widening line
	sl all form part of the public street.	
	T hat we new building or part thereof shall be occup permitted to be used by any person until occupancy person.	
	The Commencement Certificate/Development permission shall remain valid for one year. commencing from the date of its issue.	
	4) T is permission does not entitle you to develop land which does not vest in you.	
	5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application of fresh permission under Section 44 of the Maharashtra Regional and Tanharashtra	
	6) T is Certificate is liable to be revoked by the Munic	cipal Commissioner for Greater Mumbai,

The development work in respect of which permission s granted under this Certificate is not carried out or the use thereof is not in accordance with the sanction plans.

1) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with,

) Th Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person derives title through or under him in such an event shall be deemed to have carried out the development work in contravention of Sec. 43 & 45 of the Maharashtra Regional and Town Planning Act,

The conditions of this Certificate shall be binding not only on the applicant but on his heirs. exect tors, assignees, administrators and successor and every person deriving title throughor (Gen-983)

unde him.

The Municipal Commissioner has appointed Shri Sharma R. S.

Assi tant Engineer, to exercise his powers and functions of the Planning Authority under Section 44 o The said Act.

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

Assistant Engineer Building Proposal (City)(R&R) 19 FOR MUNICIPAL COMMISSIONER FOR GREATER MUMBAI EB (6290/E/A EB/8291/E/A dt.26/9/03 c.c. is further endowed asper amended flan EB| 8290| E/A Dt. 22/7/04 AEBOC (IV) E.c. 15 further extended woto 8th food top state Including shit a podium Lovel state EB/8200/E/0 13,200

Althis c.c is fanther endonsed to Extended to amendia. Plan dt. 25/1105- for full work. i.e. 1170-11-(P)

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(A) THIS EXTRE BROUGHT ON THE RECORDS ON THE BASIS OF THE APPROVED . - 111 13. Brining! Brant fren Cort .. !! aar 1. Served fest : 10. buse of Person in Reselicial Septemble THE BE Pape No. 14 legister M. 184 BIRISIM: BYCRIE fer to fort. - 544. 9 7 10 9479, 811 08 831131 5 3 8 8 14 18 8876 20151410-805 Emister v.v. serussas.e. ; [647337337.v.(1)] (C)-F-R. RADNATI INTI ANNA (4)-6-[tatonctat antated mitt]-9169 M 2-11-1997 +-[att.tviii t.timulu] / u-Sonandlu m. nait 6-latifa tantatagata J-Saluetsu m. male-t 1118 WHROOMS31-1 Mirri ttat. THE STREET OF II. Buick THIN L. Bunt M. 147(4),132,6 842 4433,4475,4477,44%(1-2) prepared inter feccisa 20 if the Malarantes Land bereme fet . . ld. Lease fres frolie bott er fazindar HART RETERED IN THE LAST PAY RETERED IN THE . 1, 10 ,7, 10 (07'10 legt by lingerile dam pl'19-7-500' legt'io (1) (65'0 et'1) 173/5001 pegs pl lingerile dam pl'19-7-500' leng bi (1)-(DEER ad. 440) CORTETRACE BI.15.1. (a) - ORIGINAL ERIET TIME C.S. 89.1 II. wie et kenistein br? 110 1.1.14.14/11.14 Care of 11 at 1183404 Sivi 193405 1001-1-11-19 REF. TIM M. R. R. SO/2001 E(f. at. C318/5 & 1. 8. -11/1-4 184/13-14. 1481/1 T. GARTIN HITT lb. femad if. Jasec atenderts lext. at feet der to ephile lect INT. IL M. HILE (C)-50/-11-4-2001 35/-11-4-1201 ASSIT SUPOT. (8)-55/-:1.8.93 M.S.81CM_1.35/-12.8.93 S0/-13.8.93 SWP01.8.C.3.1 L.9. TO MANO H LALH SH CHIMING en griber I. I. Luderik (-11t-) BIN # IN L. Sellesters ber be. Gilletters but bill be.

attereace of issue: 213965020010 Oute of Application:12/04/2001 file of 15527: 15/65; 7001 state of Applicant: edited and

REF. MG. CSLR/S1 LE-11/1-4/124 04 02 02 93-94

SQ.ETEC.4 NOTE APPROVED BY SUPOI. OR 1.8.91 vint A.R.B. 0.14/91-94

RIRS and INC PERMISSARLE F.S.I.IS RESIRICITO TO (1405.12-90.41): -WITH A CONSTITUE COTERANT THAT THE AMERITY OFER SPACE OF 156.13 SE 1341.61 SQ.HT25.A5 THERE IS INSALANCE F.S. J. TO THE EXIEND OF 90.4.

note :- this is a true copy of the entract of C.S.Register which forms part of this ordice record THE THOUSAND FIVE MARRIED SIXIT ONE PHINT THIRT FIVE SE. ASCS. MILL) Rectasgular [] Brackets show entry deleted) and the area of the property referred to therein it 1841. 11 in meters. thich has been retified with the original record and found correct.

Authi City Servey and Land Records

FJUNICIPAL CORPORATION OF GREATER MUMBA!

21/4/107

No. EEBPC/8290/E/A

Ex: Eng. Bldg. Porposal (City) - ! 'E' Ward Municipal Offices 3rd Floor

10 S. K. Hafizuddin Marg, Bycullz. Mumbai - 400 008

M/s Archsuveyors Architect 408, Prospect Chambers 4Dr. D.N. Road, Fort, Mumbai 420001

Sub.: Proposed development on plot bearing C.S.No.1/1891 of Byculla Division at 385 (A), Sane Guruji Marg, Arthur Rd., E-Ward.

Ref: Your letter dated 09:04.2007.

With reference! above letter this is to inform you that the amended plans submitted by you are hereby approved subject to following conditions:

- 1. That all the conditions of I.O.D. under even No. dated 7.12.2001, amonded plan approval letter dated 25.7.2002, 11.9.2003, 25.1.2005, 28.6.2005 & 28.12.2006 shall be complied with.
- That 'the revised' structural design/calculations/details/drawings shall be submitted before extending C.C.
- 3. That the Regd. Undertaking against misuse of part terrace proposed at 15 floor shall be submitted before asking for Endough ment of cit
- 4. That the final N.J.C. from C.F.O. shall be submitted before asking for Occupation parmission.
- 5. That the drainage layout shall be revised and be got approved from this onice before carrying out further drainage work.

6. That the final N.O.C. from Tree Authority shall be submitted before asking for occupation permission.

2006

7. That the C.C. shall be endorsed as per approved plan.

8. That the work shall be carried out strictly as per approved plan.

9. That he final structural stability certificate shall be submitted before asking for B.C.D.

10.73 at the M.O.C. from Inspector of Lifts shall be submitted

11. That the vermiculture bins for the disposal of wet waste the design and specifications of aganization or companies specialized in this field as per id waste Management of M.C.G M. shall be provided. list furnished by

measure of Rain Water Harvesting as per the displam proposed. Laatisfaction of a more attact to the felt shall be made to the

NOWENIE

中教徒

THE WALL COUNTY OF SPECATER MUMBAL A set of amended plans duly stamped/signed is hereby returned as a We to the amountain token of approval.

Yours faithfully,

Executive Engineer Building Proposals(City)-II

Copy to: 1 The Cwner.

Mr. Satish Nair 168, Lamington Road Type No. 2, Mumbai.

4. Dy.A.& C. City

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Euilding Proposals(City)-II

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O O place officially of the control of the control of the

NeJk/E-8290

bMPP--939-97-15,000 Forms.

346 Form 88

in replying please quote No. and date of this letter.

TRUE COPY

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

10 A/E/0628/BE No. E. B./CE/

-159

FOR INTERSPACE DESIGNERS Municipal Office ECTS

MEMORANDUM

Mumbai 199

To.

Nair & others, Shri Satish Narayan

OWDBX, 168 Wifth Pererine thought Willet Teller No.... 361...dated ... 3.5.200 po and delivered or 4.5.2001....199....and the plans, Sections Specifications and Description and further particular, details of your building, at. C.S. No. 1/1891. at 3854, Arthur Read, Mombris -furnished to me under your letter, dated. 3.5.2004...199....! have to inform you that I cannot approve of the building or work proposed to be executed or executed, and I therefore hereby formally intimate to you. under Section 346 of the Bombay Municipal Corporation Act as amended up o-date, my disapproval by thereof reasons :-

THAT THE FOLLOWING CONDITIONS WILL NOT BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.

- 1) That the Commencement Certificate under Section 44,69(1)(a) of the M.A. & T.P. Act will not be obtained before starting the proposed work.
- That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without the construction below level of bottom 2) That the compound wall is not constructed on all sides of the of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding starting the as par D.C. aegulation No.39(27).
- 3) That the lew lying plot will not be filled upto a reduced to fill at atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled to led, consolidated and sloped towards road side, before starting the work.
- 4) That the specifications for layout/D.O./or access roads development of setback land will not be obtained from 3.3. noad Constitution (City) before starting the construction work and the access and setback land will not be developed accordingly, including providing street lights and N.W.D., the completion cartificate will not be obtained from d.S.(A.C.)/S.S.(S.W.D.) of City before submitting Building Completions.
- 5), That the Structural Angineer will not be appointed. Supervise as per Appendix XI (negulation 5(3)(ix) will not be submitted supervision m'm by himids - 8
- 6) That the structural design and calculations for the proposed works 90 accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
- 7) That the sanitary arrangement shall not be carried out as per Municipal specifications, and drainage layout will not be submitted before C.C.
- 8) That the Agreement with the existing tenant along with the plans will not be submitted before C.C.
- 9) That the consent latter from the existing tenants for the pronosed additions/alterations in their tenement will not be submitted before J.C.

2006

ARCHITECT

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requiements, but not otherwise you will be at liberty to proceed with the said building or work at anytime-

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Dis-

THUE COPY

Executive Engineer, Building Proposals. Wards. Zone,

INTERSPACE DESIGNERS ARCHITECTS.

SPECIAL INSTRUCTIONS.

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

(2) Under Section 68 of the docabay Municipal corporation Act, as amended, the Municipal (2) Under Section has empowed the City Engineer to exercise, perform and discharge missioner for Greater Mumbar has empowed the City Engineer to exercise, perform and discharge powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section parlorm and distinguished of the said Act, ष्य

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- (4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay properly taxes is required to give notive of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishabe under Section 471 of the Act issue of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- (5) Your attention if further drawn to the provision of Section 353-A about the necessary of submitting (3) Four attentions with a view to enable the Municipal Commissioner for Greater Mumbai to inspect and to love a parallel and a finite many before occupation and to love a penalty for non-compliance under Section 471 if necessary.

Proposed date of commencement of work should be communicated as per requirements of Section (27(1) (ad) of the Bombay, Municipal Corporation Act.

(7) One mais copy of the block plan should be submitted for the Collector, Mumbai Suburbs District. lesssary permission for Non-agricultural use of the land of the obtained from the Collector बंबई-१ (8) Newssary permusion to. Non-agricultural use of the land of the obtained from the Collector stampan Saburban District before the work is started. The Non-agricultural assessment shall be paid at the land may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the motes Accompanying this Intimation of Disapproval 200

That the Indemnity Bond indemnifying the Corporation for damages risks, accident etc. and to the occupiers end an undertaking regarding no muisance will not be submitted before C.C./starting the work. 10)

That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with Agreement will THE COP hot be submitted and got approved before C.C.

ARCHITECT.

No. EB/8290/E/A of 7/12/200/

- A) 12) That the requirements of N.O.C. of Chief Inspector of Factories/Chief Fire Officer/B.S.S.T. Ltd., will not be obtained and the requisitions, if any, will not be complied with before Occupation Certificate/B.C.C.
 - 13) That the revised C.F.O. N.O.C. will not be submitted before granting the C.C.
 - 14) That the qualified/Registered Site Supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
 - 15) That extra water and sewerage charges will not be paid to A.3.W.W. 'E' Ward before C.C.
 - 16) That the premium/deposits as follows will not be paid :
 - i) Staircase/Laft area benefit.
 - 11) Development charges as per M.R. & T.F. (Amendment)
 Act, 1992.
 - iii) Balcony Enclosure fees.
 - iv) Basecticide Charges.
 - 17) That the registered Undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be permitted before asking for C.C.
 - 18) That the N.O.C. from the Railway Authority will not be submitted before granting C.C.
 - 19) That the N.O.C. from the Director of Industries,
 Deptt. of Labour & Energy, Govt. of Maharashtra, for
 the enclosure of the existing factory will not be
 submitted before granting C.C.
 - 20) That the work will not be carried out strictly as per approved plan and in conformity with the D.C. Regulation in force.
 - 21) That the N.O.C. from Tree Authority shall not be submitted before asking for plinth C.C.
 - 22) That the negistored Undertaking shall not be submitted for agreeing to pay the difference in premium paid paid and calculated as per revised land rates.
 - 23) That the Janata Insurance Policy shall not be submitted.
 - 24) That the true copy of the sanctioned layout/sub-division amalgamation approved under No. EB/4876/E/AL dated 2.4.93 alongwith the T & C. thereof will not be substituted before C.C. and compliance thereof will not be done submission of B.C.C.

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2B.

No. EB/8290/E/A of 7/12/207/

- B) THAT THE FOLLOWING CONDITIONS ARE NOT COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE.
- 1) That the requirement of N.O.C. from C.A.U.L.C. & R. Act will not be complied with before starting the work above plinth level.
- 2) That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
- 3) That the Structural Stability Certificate through Regd.
 Structural Engineer regarding stability of constructed
 plinth shall not be submitted before asking for C.C.

D.

OR

HYERSPACEC)

JESIGNERS

RCHITECES.

THAT THE FOLLOWING GENERAL CONDITIONS A & NOT COMPLIED WITH BEFORE GRANTING N.O.C. TO ANY PART OF THE PROPOSED BUILDING.

- 1) That the separate vertical drain pipe, soil pipe with a separate gully trap, Water Main, O.H. Tank etc. for Material Home/Nursing Home, User will not be provided and the drainage system or the residential part of the building will not be affected.
- 2) That the some of drains will not be laid internally with
- 3) That the dust bin will not be provided as per C.3's circular CE/9297/II of 26.6.1978.

That the surface drainage arrangement will not be made in consultation with S.B.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for Occupation Certificate/B.C.C.

- 5) That the existing well will not be covered with R.C.C. slab.
- 6) That 10% On wide paved pathway upto staircase will not be provided.

That the sufrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.

- 8) That the name plate/board showing Plot No., Name of the building etc. will not be displayed at a prominent place.
- 9) That the carriage entrance shall not be rrovided.
- 10) That the parking spaces shall not be provided as per D.C. Regulation No. 36.
- That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- 12) That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra will not be obtained and submitted to this office.

SECHITECT.

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No. EB/8290/E/A of 7/12/2001

- C) 13) That the Drainage Completion Certificate from E.E.(S.P.)(P&D) City for provision of septic tank/ soak pit will not be submitted.
 - 14) That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but cafe and stable ladder etc.
 - 15) That the final N.O.C. from W.O. (Satares) /MHADA/O.P.C./ Se Authority/M.H.C.C. shall not be submitted before asking for Occupation permission.
- D) THAT THE POLLOWING CONDITIONS SHALL NOT BE COMPLIED WITH BEFORE B.C.C.
- 1) That certificate under Section 270A of B.M.C. Act will not be obtained from H.B.'s Department regarding adequacy of water supply.

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FOR INTERSPACE DESIGNERS
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NOTES

(1) The work should not be started unless objections

(2) A certified set of latest approved plans shall be displyed on site at the time of commencement the work and during the progress of the construction work.

- (3) Temporary permission on payment of deposite should be obtained for any shed to house and store for constructional purposes, Residence of wealmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flusing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until he hearding is constructed and application made to the Ward Officer with the required deposits for the construction of carriege entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against him accordingly.
- The hearding or seison wall for supposing he depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The seiffeldings, bricks mend, and props debris, etc. thould not be deposited over footpa he or public street by the exmertatchice their centracter, etc. wi hout obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all he objection is approved by this department.
- (9) No work should be started unless the structural design is apported
- (10) The work above plinch thould not be started before he same is thewn to his office Sub-Engineer concerned and acknowledgement achieved from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with a commencement of the work as the Municipal Corporation will require time to consider alternative sate to avoid the excavation of the road an foothpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. thould be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non after connection granted (except for the construction purposes) unless road is constructed to the a sincilor of the cipal Commissioner as per the previous of Section 345 of the Bondies, Manager Act and as per the terms and conditions for same and othe layers.
- (14) Recreation ground or amon'y open space should be developed peffers.
- (15) The aces road to the full width shall be constructed in water bound an ending cing work and should be complete to the satisfaction of Municipal Countries whelling lighting and drainings before ubin on a fact Building to a draining.
- (16) Flow of water through adjoining holding or calver, if any should be an acquired to
- (17) The surrounding open spaces around the building should be consolvented as Conceptroke glass pieces at the rate of 125 cubic meters per 10 sq. meters bit a payment.
- (18) The compound wall or fencing should be constructed clear of the real widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from abjoining holding before starting the work to prove the prove the prove.

(19) No work should be started unless the existing structures proposed the should be started unless the existing structures proposed the smoll-had are domediated.

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INTERSPACE DESIGNERS (2). If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plant should not be taken up in hand unless the City Engineer is satisfied with the following :-

- (i) Specific plans in respect of eviciting or rehousing the existing tenants on your stating their number and the area in occupation of each.
- (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
- (14) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Developmeat Control Rules regarding open spaces, light and ventilation of existing structure.
- In this of extension to existing building, blocking of existing windows of rooms destruct light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise witer lookage and consequent nuisance to the tenan's staying on the floor below.
- (24) The bottom of the over head storage work above the finished level of the terrace shall not be now than I meac.
- The work should not be started above first floor level i nless the No Objection Certificate from the Civil Aviation Authorities, where necessary is oh ained
- mose that the foundations must be excavated down to hard soil. وا ما حول ۱۵۱۰
- mony of the name and other appurtenances in the building should be so arranged as a accessitate the laying of drains inside the building.
- water arragement must be carried out in strict accord, nee with the Municipal requirements 1251
- traps and open channel drains shall be provided with right filing mosquito proof amade of wrought iron plates or hinges. The manholes of all jisterns shall be covered with coparly fitting mosquits proof hinged east iron cap over in one piece, with locking mosquits proof hinged east iron cap over in one piece, with locking and provided with a bolt and huge acrewed on highly serving the purpose of a lock-and the provided with a bolt and huge acrewed on highly serving the purpose of a lock-and the values pripes of the ribbet prefessed with screw or dome thinge pieces (like a garden and the values pripes with perfections each not exceeding 1.5 am. in diameter. The man ross) with copper pipes with perfections each not exceeding 1.5 am. in diameter. The man ross) with copper pipes with perfections each not exceeding 1.5 am. in diameter. The man ross) with copper pipes with perfections each not exceeding 1.5 am. in diameter. The man ross is all be made easily, safely and permanently a massible by providing a firmly fixed iron as ern shall be made easily, safely and permanently a massible by providing a firmly fixed iron as ern shall be made easily, safely and permanently a massible by providing a firmly fixed iron as ern shall be made easily. niyale

mader, the upper clids of the ladder should be earmarked and extended 40 cms. about the upper clids of the ladder should be earmarked and extended 40 cms. about the upper clids of the ladder should be earmarked and extended 40 cms. about the upper clids of the ladder should be earmarked and extended 40 cms. proxen portles should be fixed over boundary walls. This prohibition refers les respect to the use of plane glass for coping over compound wall.

(4): Alleriaspeguore dienosterioniones de Richert de Ri

(33) If the proposed aditional is intended to be carried out on old foundations and sturctures, you will do so at your own risk.

Executive Engireer, Building Proposals

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INTERSPACE DESIGNERS ACHITECTS.

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Mukhtar Developers Pyt. Ltd., a company registered under the provisions of the Indian companies Act, 1956 having office at Vazir Manzik Annexe 16, Manohardas Road, Fort, Mumbai – 400 and represented by its Managing Director Mr. Mukhtar Ahmed Mumtaz Ali, aged about 61 years an adult Indian Inhabitant of Mumbai, SEND GREETINGS:-

Whereas by and under Agreement of Development dated the day of September, 2001 to be read with duly registered Power at torney entered into by and between the original Owners and the Developers herein referred as the Vendors therein, and the said original owners have entrusted the development rights in respect of all that piece or parcel of land or ground lying being at Sane Guruji Marg, having C.S. No. 1/1891 of Byculla Division, and within the limits of Municipal Corporation of Greater Mumbai and more particularly described in the schedule written hereunder;

and,

वंबई-१ 2390 YE २००८ Whereas the said Development Agreement along with the Power of Attorney is duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under document No. BBE 03950/2005 on 26/4/2005.

Whereas in pursuant to the said development the developers are entitled to developer, erect, construct and otherwise put up the multi storey building thereon.

And Whereas we are personally enable to attend to the office of the Sub-registrar Of Assurances, Mumbai to lodge the execution thereof in respect of Agreement to Sale of flats, we are desirous of appointing some fit and proper person for the same.

Now Know All By These Presents that We M/s. Aquil Mukhtar Developers Pvt. Ltd., do hereby nominate, constitute and appoint Mr. Junaid Ahmed Mukhtar Ahmed, aged about 22 years, to represent, to submit, to lodge, and or to put agreement for the purpose of registration and on behalf of the company to sign, execute and or to enter into any forms, applications including putting signatures on the registration receipt and to do all acts, deeds and things for a effectual registration/ admission or execution of the agreement and upon having so registered to obtained collect the said the entert and keeps the same in the custody of the attorney hereby appointed.

And We M/s. Aquil Mukhtar Developers Pvt. Ltd., doth hereby RATIFY AND CONFIRM and agree to ratify and confirm all and whatsoever our said Attorney shall lawfully do or cause to be done under or by virtue of these presents.

खंबई-१ 2390 E2 २००८ IN WITNESS WHEREOF I have hereunto set out my hand and seal at Mumbai this 19 day of September, 2005.

SIGNED SEALED AND DELIVERED

by the within named

M/s. Aquil Mukhtar Developers Pvt. Ltd.,

Through It's Managing Director.

Mr. Mukhtar Ahmed Mumtaz Ali.

In the presence of

Specimen Signature of

The Power of attorney holder.

(Mr. Junaid Ahmed Mukhtar Ahmed.)

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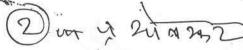
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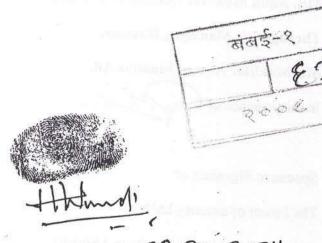
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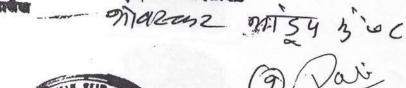




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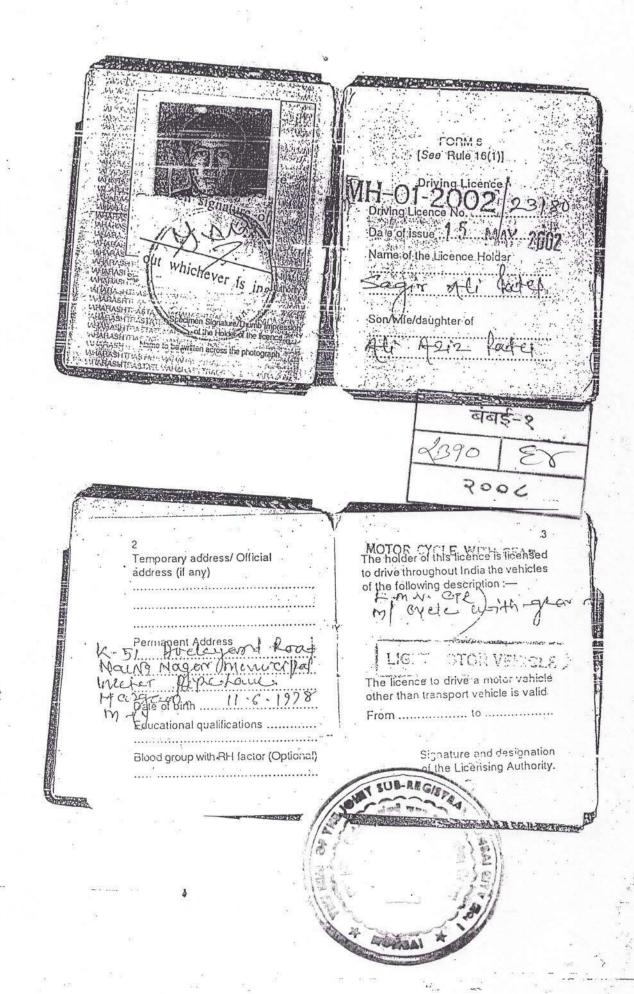
सह दुव्यम निबंधक सुबई शहर है.

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13/03/2008

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मुंबई शहर 1 (फोर्ट)

दस्त क्रमांक : 2310/2008

नावः खान आयशा मुख्तार अहमद . .

पत्ताः घर/फ़्लॅट नंः ४ तळमजला गल्ली/रस्ताः आय आर रेाड ईमारतीचे नावः बीआयटी ब्लॉक नं 4

अनु क्र. पक्षकाराचे नाव व पत्ता

दस्ताचा प्रकार: करारनामा

ईमारत नं: -पेठ/वसाहत: -शहर/गाव: मुं तालुका: -पिन: 3 पॅन नम्बर: -

पक्षकाराचा प्रकार

दस्त गोषवारा भाग-1

लिहून घेणार

वय

सही

छायाचित्र

अंगठ्याचा उसा







बबइ1

दस्त क्र 2310/2008



नावः मे.अकिल मुख्तार डेव्हलपर्स प्रा लि तर्फे संचालक 2 मुख्तार अहमद मुमताजअली यांचे मुखत्यार जुनैद अहमद मुख्तार अहमद - . पत्ताः घर/फ़्लॅट नं: -

गल्ली/रस्ताः मनोहरदास राड ईमारतीचे नावः वझि

लिहून देणार







दस्त गोषवारा भाग - 2

बबइ1 दस्त क्रमांक (2310/2008)

दस्त क्र. [बबइ1-2310-2008] चा गोषवारा

बाजार मुल्य :4256000 मोबदला 3015000 भरलेले मुद्रांक शुल्क : 195400

दस्त हजर केल्याचा दिनांक :13/03/2008 12:52 PM

निष्पादनाचा दिनांक: 07/12/2007

दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 13/03/2008 12:52 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 13/03/2008 12:54 PM शिक्का क्र. 3 ची वेळ : (कबुली) 13/03/2008 12:55 PM शिक्का क्र. 4 ची वेळ : (ओळख) 13/03/2008 12:55 PM

दस्त नोंद केल्याचा दिनांक: 13/03/2008 12:55 PM

पावती क्र.:2372 दिनांक:13/03/2008 पावतीचे वर्णन नांवः खान आयशा मुख्तार अहमद . .

30000 :नोंदणी फी :नक्कल (अ. 11(1)), पृष्टांकनाची 1320 नक्कल (आ. 11(2)),

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

31320: एक्एा

Mull दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

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

1) सगिर पटेल- . ,घर/फ़्लॅट नं: 40 हार्बर क्रेस्ट

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -पेठ/वसाहतः -

शहर/गाव: मुं

तालुकाः -

पिन: 10

2) नासिर खान- - ,घर/फ़्लॅट नं: वरीलप्रमाणे

ईमारतीचे नावः -

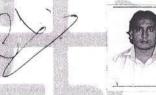
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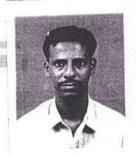
पेठ/वसाहतः -शहर/गाव:-

तालुका: -

पिन: -







दु. निबंधकाची सही मुंबई शहर 1 (फोर्ट)



प्रमाणित करणेत येते की या दस्तामध्ये एकूण ६.६... पाने आहेत पुस्तक क्रमांक १ बंबई-१/23.72.. २००८ दिनांक:-

> सह दुय्यम निबंध मुंबई शहर १ अपीलबी सुनावणी करण्या खरीज निमंचकार्थ सर्व आधिकार असलीका

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