

दस्तावेज क्र. 12/01/2005
वाजारा नुस्य 12/01/2005 300/2005 भरलेले मुद्रांक शुल्क : 159700

दस्तावेज क्र. 12/01/2005
प्राप्तकर्ता नाव
नांव: डॉ. सुंदर अखर

दस्तावेज क्र. 12/01/2005 05:07 PM
निष्पादनाचा दिनांक 12/01/2005
दस्तावेज क्र. 12/01/2005 05:12 PM
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980 नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)).
रुजयान (अ. 12) व छायाचित्रण (अ. 13) -> एकात्रित फॉ

30000 एकूण

दस्तावेजा प्रकार 12/01/2005
शिक्का क्र. 1 ची वेळ : नावदोकरण 12/01/2005 05:07 PM
शिक्का क्र. 2 ची वेळ : 12/01/2005 05:10 PM
शिक्का क्र. 3 ची वेळ : (अडखळ) 12/01/2005 05:12 PM
शिक्का क्र. 4 ची वेळ : (अडखळ) 12/01/2005 05:12 PM

दु. निबंधकाची सही, अंधेरी 3 (अंधेरी)

दस्तावेज नोंद केल्याचा दिनांक 12/01/2005 05:12 PM

ओळख :
खालील इसम असे निवेदील करतात की, ते दस्तावेज करून देणा-यांना व्यक्तीश ओळखतात,
व त्यांची ओळख पटवतात.

1) शेखर चव्हाण - घर/फ्लॅट नं. - 13

गल्ली/रस्ता : -

ईमारतीचे नाव: सहयद्रो

ईमारत नं. : -

पेट/वसाहत : -

शहर/गाव:- कांदिवली

तालुका : -

पिन : -

2) प्रकाश राऊत - घर/फ्लॅट नं. वरीलप्रमाणे

गल्ली/रस्ता : -

ईमारतीचे नाव : -

ईमारत नं. : -

पेट/वसाहत : -

शहर/गाव:-

तालुका : -

पिन : -

300 135

दु. निबंधकाची सही
अंधेरी 3 (अंधेरी)

प्रमाणित करण्यात येतो की, या
दस्तावेज करून देणा-यांना व्यक्तीश ओळखतात,
व त्यांची ओळख पटवतात.

सह. सुंदर अखर अंधेरी-3,
मुंबई



300 135
92109109



12/01/2005







दस्त गोषवारा भाग-1

दस्त क्र 380/2003

5/12/2004

दस्त क्रमांक : 380/2003

दस्ताचा प्रकार :

अनु क्र.	पक्षकाराचा नाव	पक्षकाराचा प्रकार	छायाचित्र	अगिल्याचा तप
1	नाम: डॉ. लक्ष्मी सुंदर पत्ता: घर/फ्लॅट नं. 10/10 गल्ली/रस्ता: - इमारतीचे नाव: - ईमारत नं.: - पेट/वसाहत: - शहर/गाव: चेंबूर तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय 28 सही		
2	नाम: डॉ. लक्ष्मी सुंदर पत्ता: घर/फ्लॅट नं. 10/10 गल्ली/रस्ता: - इमारतीचे नाव: - ईमारत नं.: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय 56 सही Lakshmi Sundar		
3	नाम: ने. शर्मल देव कनलाकर बालादेवकर सौ. मुख्दार सुदर्शन शर्मा - पत्ता: घर/फ्लॅट नं. 11 गल्ली/रस्ता: - इमारतीचे नाव: सुयश ईमारत नं.: - पेट/वसाहत: गोखर	लिहून घेणार वय 63 सही		

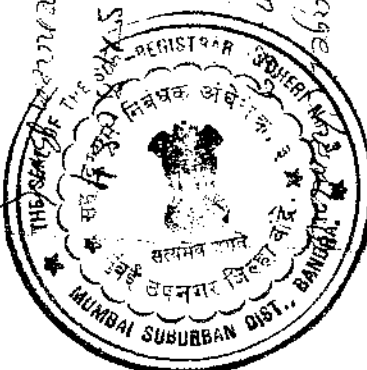
दस्त-8/
380/03
2004



101 40/11

FRANKING DEPOSIT SLIP (Bandra West)

Customer ID: <u>1537001-PE11A</u>	
Deposit Br. Bandra (W) Date: <u>10-1-05</u>	
Pay to: ICI Bank A/C Stamp Duty	
Franking Value	Rs. <u>153700</u>
Service Charges	Rs. <u>10</u>
Total	Rs. <u>153710</u>
Name & Address of stamp duty paying party: <u>Dr. Sunder Iyer & Akher</u>	
<u>Tilak Nagar</u> <u>MUM</u>	
DD / Cheque No.	<u>153700</u>
Drawn on Bank	<u>Central Bank</u>
Date:	<u>10-1-05</u>
(For Bank's Use Only)	
Tran ID	<u>13896</u>
Franking Sr. No.	
Officer	<u>[Signature]</u>



AGREEMENT FOR ALLOTMENT

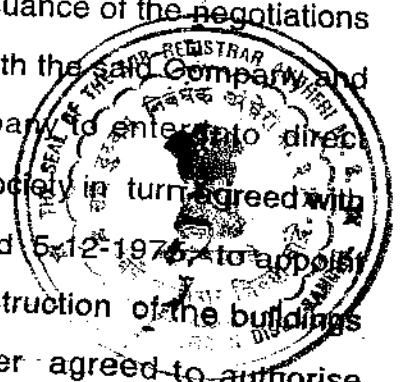
ARTICLES OF AGREEMENT made at Mumbai this 11th day of January in the Christian Year Two Thousand Five BETWEEN MESSERS SAMARTHA DEVELOPMENT CORPORATION, a partnership firm carrying on business at 11-A, 'Suyash', Near Amar Hind Mandal, Gokhale Road (North), Dadar, Mumbai - 400 028, hereinafter called "The Builders", (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the said Samartha Development Corporation and the survivors or survivor of them and the heirs, executors and administrators of such survivor, their or his/her assigns) of the ONE PART AND DR. SUNDAR IYER & DR. (MRS.) LAKSHMI VASUDEVAN, Indian Inhabitant, at present residing at Building No.128, Flat No.4529, Tribhuvan Co-operative Housing Society, New Tilak Nagar, Chembur, Mumbai 400089, hereinafter called 'The Allottee' (which expression unless repugnant to the context or meaning thereof, shall mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART:

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ICI Bank Ltd. 100, Colaba, Mumbai - 400050
 Waverfield Road, Bandra West, Mumbai - 400050
 D-5/STP/V/C.R. 1011/05
 Special Adhesive
 JAN 10 2005
 1537001-PE11A
 [Signatures and stamps]

i) Shri Vinod Parshuram Mahajan of Mumbai, Indian Inhabitant, the Chief Promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Ltd. (Proposed) hereinafter for brevity's sake referred to as "the Society", by Agreement dated 5th December, 1975 read with Agreement of modification dated 8-2-1979 read with Agreement of second modification dated 21-9-1980 read with supplementary Agreement dated 30-6-1982 agreed to purchase from Oshiwara Land Development Company Private Limited, a Company registered under the provisions of Indian Companies Act, 1956 (Act 1 of 1956) and having its registered office at 71-73, Botawala Building, 2nd Floor, Apollo Street, Fort, Mumbai - 400 023, hereinafter to be referred to as 'the Company', a property bearing Survey No. 41 (Part) village Oshiwara, then Taluka South Salsete (now Andheri) in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, admeasuring 7,27,403.07 square yards equivalent to 6,08,196.55 square metres or thereabouts, hereinafter for brevity's sake referred to as "the larger Property" more particularly described in the first schedule hereunder written and on the terms and conditions stipulated and mentioned therein.

(ii) The said Society, by the said Agreements referred to in the preceding paragraph, agreed to purchase the said larger property, more particularly described in the first schedule hereunder written, from the said Company in pursuance of the negotiations that were carried on by the Builders with the said Company and the Builders requested the said company to enter into direct Agreement with the Society and then Society in turn agreed with the Builders by an Agreement also dated 5-12-1975 to appoint the Builders as the Developers for construction of the buildings on the said larger property and further agreed to authorise the Builders to allot the flats/shops/garages/parking spaces

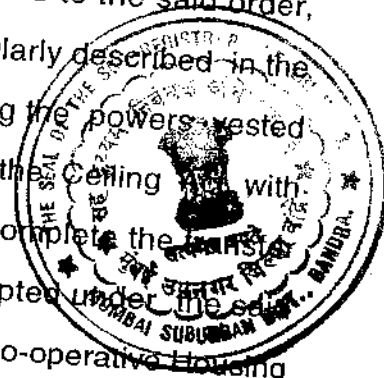


that will be constructed on the larger property, to collect monies towards cost of such premises and also agreed to authorise the Builders to enroll members for the Society that will be formed and registered and enter into the Agreements for allotting said premises and the Society agreed to accept such enrolled persons as the members of the Society.

(iii) By consent Decree dated 15th October 1969 and subsequent consent judges order dated 9th November 1979 passed therein, in the High Court, Mumbai, Suit No. 660 of 1968, interalia the larger property more particularly described in the first schedule hereunder written, was conveyed to the said company by M/s. Byramjee Jeejeebhoy Private Limited hereinafter to be referred to as the "Owners".

(iv) The said company applied for exemption, under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 (Act 33 of 1976) hereinafter to be referred to as "The Ceiling Act", to the Government of Maharashtra, General Administration Department, Mantralaya, Mumbai, for exempting the larger property by exercising the powers of the Government conferred by Sub-Section (1) of Section 20 of the Said Ceiling Act.

(v) The Government of Maharashtra, General Administration Department, Mantralaya, Mumbai by its Order No. CHS - 1078/1063/XXXV dated 12th November 1979 and corrigendum dated 11th December 1995 bearing No. C/ULC/D-III/Sec.20/S.No.41 (Part) Oshiwara SSSP.HSG.SO./WS-326-95 to the said order, exempted the larger property more particularly described in the first shedule hereunder written by exercising the powers vested in it under Sub-Section (1) of Section 20 of the Ceiling Act with stipulations that the said company shall complete the same by way of sale of the larger property exempted under the said order to Shree Swami Samartha Prasanna Co-operative Housing



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Society Ltd. (Proposed), Mumbai (the Society hereinafter) or to its unit or units to be separately registered as a distinct co-operative Housing Society or Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Co-operative Societies Act, 1960 i.e. Maharashtra Act No. XXIV of 1961) hereinafter to be referred to as "the Co-operative Societies Act" and not to any other Society.

(vi) Out of the said larger property, in respect of a piece of land admeasuring 2,00,000 sq. yards, the Chief Promoter and the Builders had surrendered their respective rights and the said portion has been developed by other promoters under two layout schemes duly sanctioned by Brihanmumbai Municipal Corporation (hereinafter referred to as "the Corporation) by orders bearing No. CE/642/BSII/LOKWN and CE/643/BSII/LOKWN.

(vii) In pursuance of the said Development Agreement, the Builders have got prepared and through the said Shri. V. P. Mahajan, The Chief Promoter, got sanctioned from the said Corporation layout, bearing No. CE/649/BSII/LOKWN in respect of the remaining portion of the larger property more particularly described in the second Schedule hereunder written and have also prepared the plans for construction of buildings on the said remaining portion of larger property and have submitted and got sanctioned the said plans from the said Corporation.

(viii) The Allottee is aware that the property described in the Second Schedule hereunder written has been subdivided into several plots and units including the subdivided Plot No. 123 admeasuring 2202.6 square metres equivalent to 2634.3 square yards which is one part of the property described in the Third schedule hereunder written on the terms and conditions that are sanctioned by the Corporation and which shall be binding on the Allottee and other flats/



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shops/garages/parking spaces purchasers in the Buildings that are to be constructed on the said remaining portion of the larger property.

(ix) Shri Vinod Prashuram Mahajan, the said Chief Promoter, has proposed to form the Society's new unit viz "Samaratha Krupa Shree Swami Samartha Prasanna Co-operative Housing Society Ltd." in respect of the said plot No. 123 more particularly described in the Third schedule hereunder written out of the property described in the second Schedule hereunder written, hereafter for brevity's sake referred to as the "said property".

(x) The Builders have informed and the Allottee is aware that the construction of the premises on the said property i.e. Sub Plot No.123 has been completed as per the plans, got approved by the said chief Promoter from the said Corporation under No. CE/6354/WS/AK dated 9-10-1998, which initially consist of stilts and upper Twelve floors, but in the course of time, some additional floors would also come up above the said twelve floors, as and when they would be sanctioned by the B.M.C. The construction work was started on receipt of Commencement Certificate on 6-11-1998. The B.M.C. has now issued the requisite Occupancy Certificate for the Building vide their No. CE/6354/WS/AK dated 5.7.2002. The copy each of the said I.O.D. dated 9-10-1998; the Commencement Certificate dated 6-11-1998 and the Occupancy Certificate dated 5.7.2002 is annexed hereto as Annexure 'A' collectively.

(xi) The copy of the relevant Revenue Register Card in respect of the said Property is annexed hereto and marked as Annexure 'B'.

(xii) The Builders have informed the Allottee that the title of the said company to the said property is marketable and free from reasonable doubts as evidenced from the Title



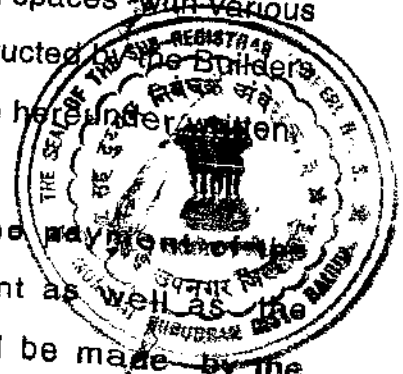
Certificate dated 4-12-2000 issued by M/s. Mahimtura & Company, Advocates & Solicitors, a copy whereof is annexed hereto and marked ANNEXURE 'C' which has been seen and approved by the Allottee.

(xiii) The Builders have informed the Allottee that the Society viz, "Samartha Krupa Shree Swami Samartha Prasanna Co-operative Housing Society Ltd.," will be formed as soon as the requisite number of members for the said unit are enrolled by the Builders.

(xiv) The Allottee hereby confirms that the Builders have produced all information and documents and have made full and true disclosure of all the items covered under Clauses (a) to (k) of sub-section (2) of Section 3 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 (Maharashtra Act No. XLV of 1963) hereinafter for brevity's sake to be 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 for brevity's sake to be referred to as "the said Rules" and the Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Builders.

(xv) In exercise of the right reserved under the Development Agreement, the Builders propose to enter into Agreement for allotment of flats/shops/garages/parking spaces with various intending purchasers in the building constructed by the Builders on the land described in the Third schedule hereunder written.

(xvi) The Allottee has agreed that the requisite stamp Duty on this Agreement as well as the registration of the said Agreement shall be made by the Allottee at his/her exclusive costs, charges and expenses and



that the Allottee shall intimate to the Builders the Serial Number of the Registration to enable the Builders to admit execution thereof.

(xvii) The Allottee has now consented to acquire on, what is popularly known as "Ownership Basis" Flat No.101 admeasuring 1030 sq. ft. (super built up) (Built-up) on the 1st floor in the building known as "SAMARTHA KRUPA" hereinafter to be referred to as "the said premises" marked with Red colour boundary line on typical floor plan annexed hereto, constructed on the said property bearing sub plot No. 123, more particularly described in the Third Schedule hereunder written, with full knowledge of the several covenants and conditions contained in the said Agreements dated 5th December 1975, 8th February 1979, 21st September 1980, 30th June 1982, the said Development Agreement dated 5th day of December 1975 and the said Order dated 12th November 1979 of the Government of Maharashtra General Administration Department, extended from time to time together with the said corrigendum dated 11th December 1995.

xviii) At the request of the Allottee, the Builders have agreed to allot to the allottee the said premises being constructed by the Builders on the said property.

(xix) The parties hereto are desirous of reducing in writing the terms and conditions as agreed upon.

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

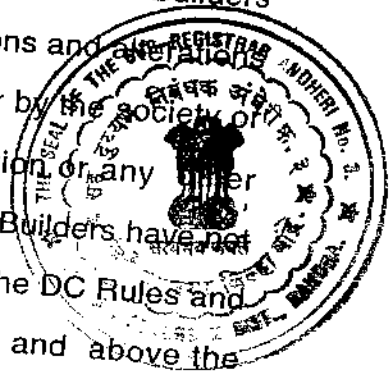
1. The Allottee hereby confirms that he/she has seen and inspected the Agreement For Sale dated 5th December 1975, the Agreement of Modification dated 8-2-1979, the Agreement of Second Modification dated 21-9-1980 and the Supplementary Agreement dated 30-06-1982 made between the



Company of the One part and the Society of the Other Part and agrees to abide by the terms, conditions and stipulations contained in the said Agreements. The Allottee hereby further confirms that he/she has seen and inspected the said Order dated 12th November 1979 and the Corrigendum dated 11th December 1995 thereto issued by the Government of Maharashtra, General Administration Department and agrees to abide by the conditions and stipulations laid down in the said order extended from time to time by General Administration Department, Government of Maharashtra.

2. The Allottee hereby confirms that he/she has seen and inspected the said Development Agreement dated 5th day of December 1975 made and entered into between the said Shri Vinod Parshuram Mahajan herein referred to as the society of the One Part and M/s. Samartha Development Corporation therein and herein referred to as the Builders of the Other Part and has understood the terms and conditions of the said Development Agreement and hereby gives his/her irrevocable consent for the said Development Agreement.

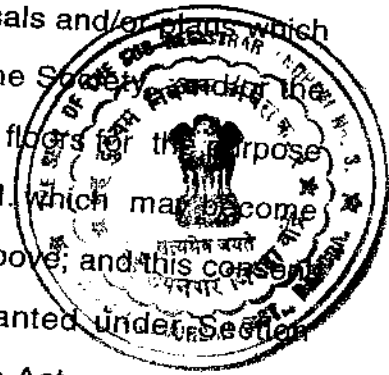
3. The Allottee hereby confirms that he/she is aware that the building plans in respect of the land described in the Third schedule hereunder written, have been got sanctioned and commencement and occupancy certificate obtained from the Corporation and the building is constructed accordingly. The Allottee hereby expressly authorised the society and the Builders to make such variations, modifications, additions and alterations therein as may be required to be done either by the Society or the Builders or by the Government/Corporation or any other Local Authority. The Allottee is aware that the Builders have not utilised fully the permissible FSI, TDR as per the DC Rules and shall be constructing additional floors over and above the twelve floors sanctioned presently, whenever it becomes permissible. The Allottee hereby expressly authorises the



society & the builders to put up these additional floors and agrees that he will not raise any objection whatsoever to such construction.

4. Messrs Mahimtura & Co., Advocates and Solicitors, have investigated the Title of the company to the said property and have given their Title Certificate. A Copy of the said Title Certificate is hereto annexed and marked as EXHIBIT "C". The Allottee has seen the said Certificate of Title and is entering into this Agreement on the basis of the said certificate. The Allottee shall not be entitled to any further investigation of the Title of the Owners and the Company to the said property.

5. It is expressly agreed between the Builders and the Allottee that the Builders shall be fully entitled to develop the said property described in the Third Schedule hereunder written by exploiting and/or utilising all the F.S.I. of the said property, which may become available thereon under the present Bombay Municipal Corporation Act, Development Control Rules; and their future amendment or amendments or re-enactments and also any additional, further or other F.S.I. which may become available by T.D.R. or by virtue of any new legislation or changes in the present statute, Act or rules, by virtue of any new scheme, directive or policy being decided, announced, adopted or introduced, either by the Bombay Municipal Corporation, Government of Maharashtra, Central Government or other body or authority at any time hereafter. The Allottee hereby irrevocably consents not to object to any amended building proposals and/or plans which may be submitted or got sanctioned by the Society for the purpose of putting up additional floors for the purpose of utilising F.S.I. or additional further F.S.I. which may become available on the said land as mentioned above, and this consent shall be deemed to be the consent granted under Section 7 (ii) of the Maharashtra Ownership Flats Act.



AS V.S.

6. On being requested so by the Allottee, the Builders, hereby agree to procure from the society, the allotment in favour of the Allottee, and the Allottee hereby agrees to take allotment of Flat No. 101 admeasuring 1030 sq. ft. (super built up) (Built-up) on the 1st floor in the said building "Samartha Krupa" constructed on the said land described in the Third Schedule hereunder written, with such specifications and amenities as set out in the Fourth Schedule hereunder written, for the price or Rs.32,96,000/- (Rupees Thirty Two Lacs Ninety Six Thousand Only).

7. The Allottee shall pay the said price of Rs.32,96,000/- (Rupees Thirty Two Lacs Ninety Six Thousand Only) in respect of the said Premises agreed to be allotted to the Allottee as under:

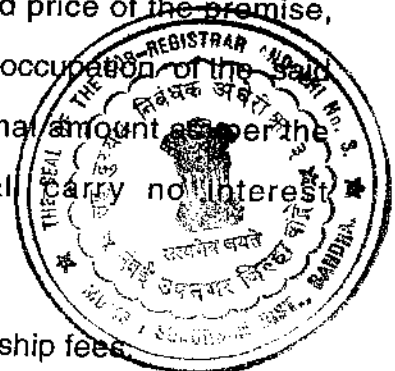
(a) Rs. 750000/- (Rupees Seven Lacs Fifty Thousand Only) Only)

being the aggregate amount paid on or before execution of this Agreement of which, the sum of Rs. 200000/- (Rupees Two Lacs Only) is treated as earnest money (the payment and receipt of which the Allottee and the Builders do and each of them doth hereby admit and acknowledge);

(b) Rs. 2546000/- (Rupees Twenty Five Lacs Forty Six Thousand Only) only) being the balance consideration to be paid by the Allottee to the Builders within 15 days from the date of execution hereof.

8. In addition to the abovementioned price of the premise, the Allottee shall, before the delivery of the occupation of the said premises, pay to the Builders the additional amount as per the details given below. The said amount shall carry no interest whatsoever.

1) Rs. 100.00 towards membership fees



- 2) Rs. 250.00 towards the share money of the Society.
- 3) Rs. 1,500.00 towards society formation and registration charges.
- 4) Rs. 7,000.00 towards non-refundable deposit for electricity and water meters & also towards security deposit to be paid to B. M.C. for permanent water connection to the building.
- 5) Rs. 10,000.00 towards legal charges.
- 6) Rs. 50,000.00 towards deposit for adjusting, there against, municipal taxes from the date of occupancy certificate or from the date of taking keys of the premises or in terms of clause No. 17 herein below as the case may be, till the property is handed over to the Society.
- 7) Rs.30,900/- being towards other maintenance charges the non-refundable such as water charges, common amount computed electricity charges, lift maintenance, at the fixed rate of security charges etc. Rs.1.25/- per square foot of the super built - up area as indicated in this Agreement per month for 24 months from the date as mentioned at Sr. No. 6 herein above.

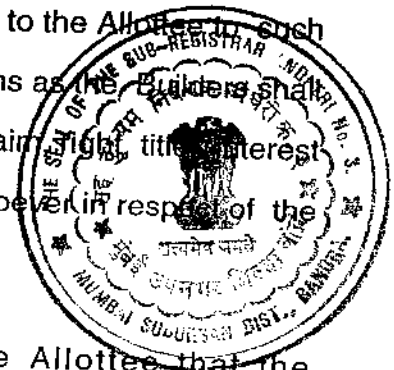


It is agreed that, in the event of the amount so deposited by the Allottee falls short of the expenses, or in the event of the

additional Deposits being demanded by the Municipal Corporation of Greater Mumbai or by the Bombay suburban Electric Supply Ltd. or by any other Authority/ Agency, the Allottee shall forthwith, on demand by the Builders, pay and deposit with them such further amounts as may be so demanded by the Builder. Such further amounts shall also carry no interest whatsoever.

9. IT IS AGREED that the time for payment of the various amounts hereinabove indicated, shall be the essence of the contract and the Allottee agrees to pay the said amounts accordingly. In the event of the Allottee making any delay or default in payment of any of the amounts mentioned hereinbove for more than seven days of their becoming due as per this Agreement, the Allottee shall be liable to pay interest @ 24% per annum on all the amounts due and payable under this Agreement right from the date on and from which, such amounts had first become due for payment till the date, they are actually paid to the Builders. The Builders may also, at their option, terminate this Agreement and forfeit the earnest money. In that event, the Builders shall return to the Allottee, various amounts that have actually been paid by the Allottee to the Builders till the date of such termination, (save and except the Earnest Money) and the Allottee Shall accept such amounts in full and final satisfaction of his claim, if any, under this Agreement and will not be entitled to any compensation or otherwise whatsoever. In the event of such termination, the Builders shall be entitled to deal with and dispose off the said Premises agreed to be allotted to the Allottee to such person(s) and on such terms and conditions as the Builders shall determine; and the Allottee shall have no claim, right, title, interest or demand or dispute of any nature whatsoever in respect of the said premises.

10. The Builders have informed the Allottee that the said property shall belong to the Society to be formed in the name of *Samartha Krupa Shree Swami Samartha Prasanna

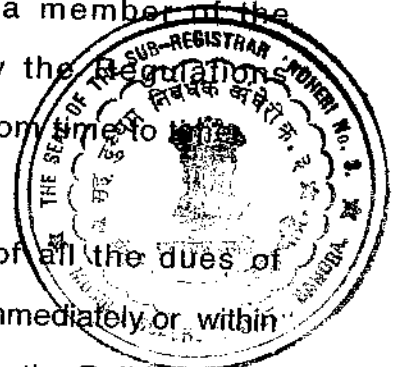


Co-operative Housing Society Ltd." On the Allottee paying to the Builders all money payable by him, the Builders shall cause the Society to admit the allottee as its member and to confirm the allotment of the said premises in favour of the Allottee. The builders will also cause the said Chief Promoter to convey or cause to be conveyed to the said "Samartha Krupa Shree Swami Samartha Prasanna Co-operative Housing Society Ltd." when registered, the said property described in the Third Schedule hereunder written together with the building thereon. However, it is specifically agreed by and between the parties hereto that the Allottee shall not insist upon the conveyance being executed until the development of the said property is complete and all the amounts due are paid by all the Allottees of the premises on the said property described in the Third Schedule hereunder written.

11. For being admitted as member of the Society as stipulated in Para 10 hereinabove, the Allottee, has agreed that, he shall, from time to time, sign and execute the application for membership and papers and documents necessary for becoming a member of the Society. The Allottee has also agreed that he shall not take any objection to any changes or modifications that would be necessary to be made to the bye-laws of the Society.

12. On admission of the Allottee as a member of the Society, the Allottee shall be bound by the Regulations and Bye-Laws of the Society as in force from time to time.

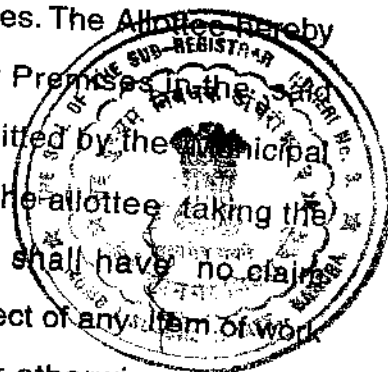
13. The Allottee, on making payment of all the dues of the Builders, shall occupy the said premises immediately or within 15 days of the execution hereof; failing which, the Builders shall be entitled to take action as stipulated in clause No. 9 hereinabove.



14. Notwith standing anything contained in this Agreement, the Allottee hereby agrees to contribute and pay his proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the items specified in the sub-clause 5 of Clause No. 8 hereto. Such share to be determined by the Society having regard to the area of each flat/stilt parking. The Allottee will not be entitled to ask for adjustment of the other deposit amounts mentioned herein against the expenses, municipal taxes and outgoings.

15. So long as each flat/stilt parking in the said building "Samartha Krupa" shall not be separately assessed for municipal taxes and water taxes, the Allottee, shall pay to the Builders, the proportionate share of the Municipal tax and water tax assessed on the whole building, such proportion to be determined by the Builders on the basis of the area of each flat/premises/garage in the said building. The Allottee, alongwith the other allottees, will not require the Society/ Builders, to contribute a proportionate share of the maintenance charges of the flat/stilt parking etc., which are not sold and disposed off by the Society/Builders.

16. Upon the occupation of the said Premises being delivered, the Allottee shall be entitled to use the said Premises for residential and/or any other purpose as may be determined by the Municipal Corporation and other Authorities. The Allottee hereby agrees not to object to the user of other Premises in the building for any purpose as may be permitted by the Municipal Corporation and other Authorities. Upon the allottee taking the occupation of the said Premises, he/she shall have no claim against the Builders or the Society in respect of any item of work not having been carried out, completed or otherwise.



17. From the date of execution hereof, the allottee shall be liable to bear and pay all Municipal Taxes and outgoings and charges for electricity and other services and outgoings mentioned in the Fifth Schedule hereunder written. The Allottee also hereby agrees and binds himself/herself to pay regularly every month, on or before the 5th day of each month, his/her proportionate share in respect of the said outgoings as may be determined by the Builders and/or the Society.

18. The Allottee shall not use or permit to be used the said Premises for any immoral activity or for any other purpose not permitted by the Municipal Corporation of Greater Mumbai and/or the society]

19. The Allottee by himself/herself/themselves, with intention to bring all persons into whose hands the said premises may hereafter come, hereby covenants with the Builders as follows:

(a) To maintain the premises at Allottee's own cost in good tenantable repair and condition from the date, the occupation of the premises is taken and shall not do or suffer to be done anything in or to the building, in which the said premises is situated or to the staircase or any passages, which may be against the rules, regulations or Bye-laws of the concerned local or any other authority; or change/alter or make addition(s) in or to the building in which the said premises is situated or to the said premises itself or any part thereof.

(b) Not to store in the said premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objectionable by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper

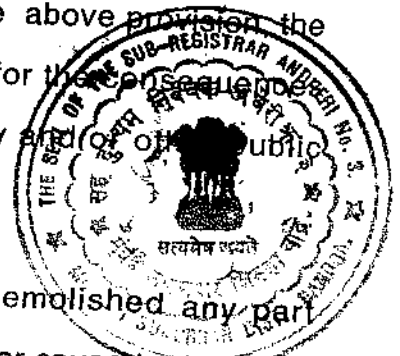


floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

(c) Not to carry out any additions, alterations inside or outside the said flat with or without the permission of the society/ Builders and/or Municipal Authorities, which may cause any leakages and/or damages whatsoever to the adjoining flats and/or the flats on the lower and/or upper floor, and in the event of the Allottee committing any act in contravention of this provision, the Allottee shall, at his/her/their own cost, repair any such leakages and/or damages in the adjoining, lower, upper flats, as the case may be, to the entire satisfaction of such flat purchasers.

(d) To carry at his/her own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Builders to the Allottee and shall not do or suffer to be done anything in or to the building in which the said premises is situated or in the said premises itself, which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(e) Not to demolish or cause to be demolished any part of the said premises nor at any time make or cause to be made any addition(s) or alteration(s) of whatever nature in or to the said premises or any part thereof nor any alteration which will affect



the elevation and outside colour Scheme of the building in which the said premises is situated and shall keep the sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R. C. C. parris or other structural members in the said premises.

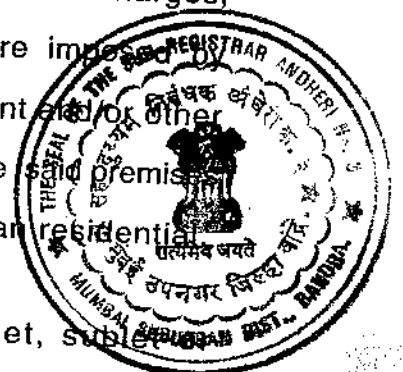
(f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

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

(h) Pay to the Builders within 10 days of demand, his/her respective share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said premises is situated.

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

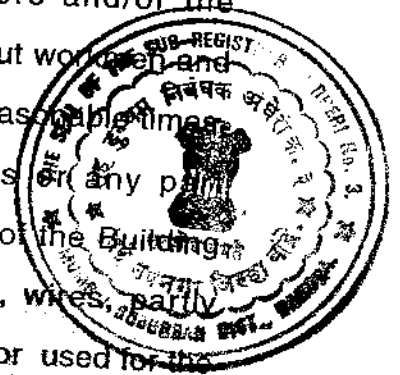
(j) The Allottee shall not sell, transfer, let, sublet or otherwise dispose off the said Premises or any part thereof



or part with his/her interest under this Agreement or part with possession of the said Premises or any part thereof until all the dues payable by the Allottee to the Builders shall have been paid and provided, the Allottee shall have obtained prior written consent of the Builders and/or the Society as the case may be. In the event of the Allottee committing any default of this provision, it shall be at the option of the Builders and/or the Society as the case may be, to terminate this Agreement or the allotment of the said Premises to the Allottee and to resume possession thereof.

(k) The Allottee shall observe and perform all the rules and regulations of the Society for the time being in force and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the building rules, regulations and bye-laws, for the time being in force, of the concerned local authority and/or government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(l) The Allottee shall permit the Builders and/or the Society, its surveyors and agents with or without workmen and others, with or without the instruments, at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the Building and for laying cables, water covers, gutters, wires, structures and other conveniences belonging to or used for the Building, in which the said Premises are located and also for the purpose of laying down, maintaining, repairing and testing



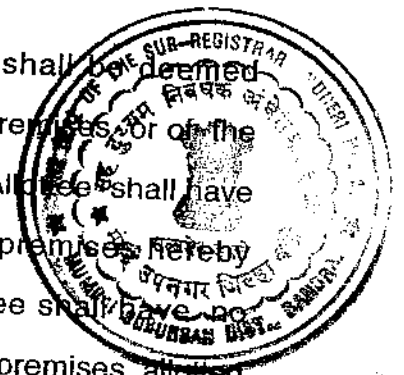
drainages, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the said premises or any other premises of the building in respect whereof the Allottee or occupier thereof shall have committed default in paying proportionate share of maintenance charges and/or water charges and/or electric charges, and also for inspecting the additions, alterations, repairs etc, if any, carried out inside or outside the said flat by the Allottee with or without permission of the society, builders and/or the municipal and other authorities.

20. The Allottee shall not use the said Premises or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Premises in the building.

21. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver, on the part of the Builders, of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Builders as stipulated in this Agreement or otherwise.

IT IS HEREBY EXPRESSLY AGREED that on the Allottee being admitted as a member of the Society, he/she shall stand and/or occupy said premises as a member of the Society.

Nothing contained in this Agreement shall be deemed to be demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Allottee shall have no claim, save and except in respect of the premises hereby agreed to be allotted to him and the Allottee shall have no claim, except for going to and coming from the premises allotted to him, in respect of open spaces, parking spaces, lobbies,



staircases, terrace, recreation spaces etc.; which will remain the property of the Builders until the said property together with building is transferred to the Society, as hereinbefore mentioned.

24. All notices to be served on the Allottee contemplated by this Agreement shall be deemed to have been fully served, if sent to the Allottee by Pre-Paid Under Certificate of Posting at the Address specified below :

Bldg. No.128, Flat No.4529, Tribhuvan Co-op .Hsg. Society,
New Tilak Nagar, Chembur, Mumbai 400089.

25. This Agreement shall be subject to the provisions contained in the said order of the Government of Maharashtra, General Administration Department dated 12th November 1979 and extended from time to time alongwith corrigendum dated 11th December 1995 there to, the said Agreement for sale dated 5th December 1975, the Agreement of modification dated 8th February 1979, the Agreement of second modification dated 21st September 1980, the Supplementary Agreement dated 30th June 1982, the said Development Agreement dated 5th December 1975 and the provisions of the Maharashtra ownership Flat Act, 1963 and Rules framed thereunder or any provisions of law applicable hereto.

26. All stamp duty and registration charges payable in respect of this transaction shall be paid by the Allottee alone and the Builders shall not be liable or responsible for the same.

27. The Allottee shall present this Agreement as well as the conveyance at the proper registration office for registration and inform the Builders by furnishing them with a xerox copy of the enrolment receipt to enable the Builders to attend such office and admit execution thereof within



the time limit prescribed by the Indian Registration Act 1908
amended from time to time.

All costs, charges and expenses in connection with the
conveyance or any other document required to be executed by
the Builders or by the Allottee, stamp duty and registration
charges in respect of such document, transferring land and
building in favour of the Society, as also the Municipal Taxes
levied and payable during the period of construction, shall be
borne by the Society or proportionately by the Allottees/members
of such Society. The Builders shall not contribute anything
towards such expenses. These charges will be payable by the
Allottee as and when the respective charges are required
to be paid.

It is also understood and agreed by and between
the parties hereto that the terrace space, if any, in front
or adjacent to the terrace flats in the said building, shall
be reserved exclusively to the respective Allottees of such terrace
space only if and when such terrace space is specifically allotted,
in writing, to such Allottees and not otherwise. The use of such
space by such Allottees shall however be subject to such
terms and conditions as are specified in Clause No. 31 below.

It is also understood and agreed by and between
the parties hereto that the terrace space, if any, attached or
adjacent to any flat in the said building, which is treated
as fire refuge area, shall not be used at any time and in any
manner by the Allottees of such flats or by the Allottees of any
other flats in the said building and that the said fire refuge area
shall, at all times, be kept free from any encumbrance.

31. It is also understood and agreed by and between
the parties hereto that the terrace space other than the fire refuge area
mentioned above in clause 30, if allotted to the Allottee shall



be subject to the below mentioned terms and conditions, which, the Allottee concerned shall follow scrupulously at all times:

- (i) The said terrace shall not be enclosed in any manner by the Allottee.
- (ii) No additions alterations of any type/kind shall be carried to the said terrace.
- (iii) The said terrace shall not be used by the Allottee for preparing any garden or such other things as would spoil existing character of the said terrace.
- (iv) The said terrace shall not be used by the Allottee for such purposes as would cause nuisance to the adjoining premises holders and/or to the premises holders on the lower and upper floor.

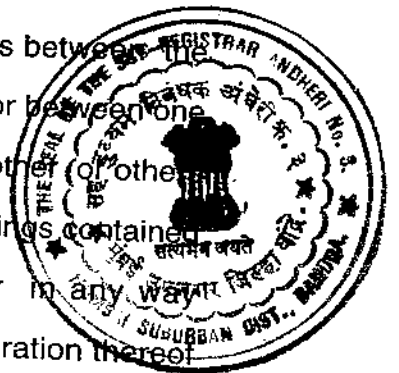
32. The Allottee shall observe, perform or comply with all the terms, conditions, covenants of this Agreement including payment of monthly outgoings taxes etc. If the Allottee fails or is otherwise unable to observe, perform and/or comply with any of the terms, conditions and covenants of this Agreement, the Builders shall, without prejudice to any right that it may have against the Allottee, be entitled to terminate this Agreement. On termination, the Allottee shall cease to have any right, title or interest in the said flat or any part thereof and the Builders shall be entitled to deal with or dispose off the said flat in such manner as they deem fit.

The Builders shall be entitled to construct or erect any structure or building around or above the terrace of the said Building or on the ground or first floor, a Restaurant, Hotel, Guest House, Health Club, Bar and Conference Rooms, Public Galleries, Party Rooms, Shopping Arcade, Marriage Hall, Recording Studio or other purpose etc. (hereafter referred to as "Non-Residential



for themselves or dispose off the same or parts thereof to any person or persons, body or bodies Corporate, and Buyers of such additional area shall be admitted as Members of the said Society. The Builders or such Buyers or Transferees will have the unconditional and absolute rights to let out or grant a licence to run the said additional area or part thereof on royalty or monthly basis and on such terms and conditions as the Builders or such Buyers or Transferees, as the case may be, decide. Such contracts for letting, lease or licence or royalty or other basis shall be binding on all the allottees of flats/premises in the said Building. The Builders and/or their aforesaid Buyers and Transferees and/or their assigns and/or their successors-in-title and/or their legal representatives and all persons patronising and occupying such premises shall, at all times, have the unobstructed, unconditional and absolute right and licence without any fee, premium or consideration or compensation to use and take advantage of and/or avail of all the access, staircase, lift, elevators, etc. leading to such premises and other said additional areas. The Builders or their Buyer and/or their successor-in-title shall, in respect of such said additional area, however, be liable to pay the Municipal taxes as may be assessed and/or leviable to them by the Municipal Corporation of Greater Mumbai and other outgoings in respect of the Building in the proportion of the area and use of their premises as compared to the total area in the Building.

If any dispute or difference whatsoever arises between the parties hereto or their respective representatives or between one of the parties hereto and the representatives of the other or of them touching this Agreement or any matter or things contained or the construction thereof or as to any matter in any way connected therewith or arising therefrom or the operation thereof or the rights and liabilities of either parties, then in any such case, the matter in difference and/or in dispute shall be referred to



arbitration and such arbitration shall be governed and be subject to the provisions of the Indian Arbitration Act, 1940 (Act of 1940) or any statutory modification or re-enactment thereof in force at the time being in force.

This Agreement is subject to courts in Mumbai. All disputes and differences between the parties hereto shall be resolved by and be adjudicated in the Courts in Mumbai and Courts in Mumbai alone have exclusive jurisdiction.

This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act 1963 and the rules made thereunder.

WITNESS WHEREOF the parties hereto have hereunto signed and subscribed their respective hands at Mumbai on the day of the year, first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land or ground admeasuring 7,403.07 sq. yards equivalent to 6,08,196.55 sq. mtrs. or thereabouts situate, lying and being at Village Oshiwara in the Registration District of Mumbai City and Mumbai Suburban and forming part of Survey No. 41 and bounded as follows that is to

- On or towards the North : By boundary of Goregaon.
- On or towards the South : By Land of Survey belonging "Apha Ghar" Hsg. Soc. Ltd. (Proposed)
- On or towards the East : By 40 ft wide D. P. Road.
- On or towards the West : By 120 ft wide D. P. Road.



5,27,403.07 sq. yards or thereabouts equivalent to 4,40,972.47 sq. mtrs. or thereabouts situate, lying and being at Village Oshiwara in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and forming part of Survey No. 41 and also forming part of the property described in the first schedule hereinabove.

On or towards the North : By layout sanctioned under No.:

CE/643/BSII/LOKWN

On or towards the South : land longing to Apna Ghar Co.

Hsg. Society (Proposed)

On or towards the East : By 40 ft. wide D. P. Road,

On or towards the West : By 120 ft. wide D. P. Road,

THIRD SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground admeasuring 2202.6 sq. mts. equivalent to 2634.3 sq. yds. or thereabout situated, lying and being at village Oshiwara Taluka Andheri, Mumbai Suburban District, K-West, Ward Part 12, bearing Sub Plot No. 123, Survey No. 41 (Part), C.T.S. No. 1/48/1 and bounded as follows that is to say :

On or towards the North : By Amenity Area bearing CTS

No. 1/48/3

On or towards the South : By 90 ft. wide D. P. Road,

On or towards the East : By layout plot No. 118

On or towards the West : By 120 ft. wide D. P. Road

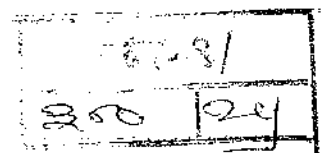
FOURTH SCHEDULE ABOVE REFERRED TO

(LIST OF AMENITIES)

- (A) The Building is of R.C.C. frame structure having 'A' Class elevation.
- (B) There are automatic lift/s with electronic digital display board.



Handwritten signature and initials.



(5) The building has a combination of snowcem and tex colour on the external side. Internal walls are P.O.P. finish painted with oil bound distemper.

Night latch, magic eye, safety chain and necessary brass fittings have been fitted on the main door.

All the doors are flush doors and shall be provided with necessary fittings of superior quality.

Aluminium sliding windows of heavy section with ball bearings have been provided for all windows except toilet windows where glass louvers with aluminium frame are provided.

Each flat has a concealed telephone wiring point, Video Camera & Intercom facility and central cable point for T.V. with concealed wiring.

Boiler as well as Hot and cold water mixer are provided in each bathroom.

Plumbing is concealed and conform to modern living requirements.

Italian Marble flooring in Living Room and Dining and Granamite Tiles in all other Rooms, Granite sills in living Room has been provided.

Platform of Granite Stone has been provided in kitchen,

Dado of decorative coloured tiles of full height above kitchen platform and of Door height in

Bathrooms & W.C.s has been provided.

WATER SUPPLY :

The electric motor pumps with under overhead R.C.C. water storage tanks ensure regular supply of water.

DRAINAGE :

All underground drainage is strictly in accordance with Municipal Bye laws, with glazed stoneware drainage lines and cast iron covered manholes and chambers.



(N) GRILL WORKS :

The staircase room has been designed precast R.C.C. Grills. All the windows have been fitted with M. S. Grills.

(O) Compound wall of suitable design and the gates wherever necessary have been provided. Concrete pavements are as per the B.M.C. Bye-laws.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

The expenses of maintaining, repairing, redecorating of the main structure and in particular the roofs, gutters, rain water pipe of the building, water pipes, gas pipes and electric wires under or upon the building enjoyed or used by the Allottee in common with other occupants of other houses and the main entrance passage, landing and staircase of the building as enjoyed or used by the Allottees / members, boundary wall of the building compound etc.

The cost of cleaning and lighting the passage, landings, passage, and other parts of the building as enjoyed or used by the Allottee in common as aforesaid.

The cost of decorating the exteriors of the building.

The cost of the salaries of clerks, bill collectors, peons, sweepers etc.

The cost of working and maintaining of lift and other and service charges.

Municipal and other taxes.

Insurance of the building.

Cost of water meters and electrical meters and any deposit for water and / or electricity.

Such other expenses as may be necessary or incidental for the maintenance and up-keep of the building.



Handwritten signature or initials.

Handwritten date: १६/११/२०१७

RECEIVED AND DELIVERED

FOR BUILDERS

FOR DEVELOPMENT

In the presence of.....

Signature

12/15

FOR SAMARTHA DEVELOPMENT CORPORATION

Signature
PARTNER

RECEIVED AND DELIVERED

FOR LOTTEE

(MRS.) LAKSHMI

In the presence of.....

Signature

12/15

V. Sundar

Lakshmi Vasudavan

On the day and

at written from

Rs. 750000/-

Seven Lacs Fifty

paid by it to us

per particulars

by ch. No. 288221

Canara Bank

Account

Rs. 750000

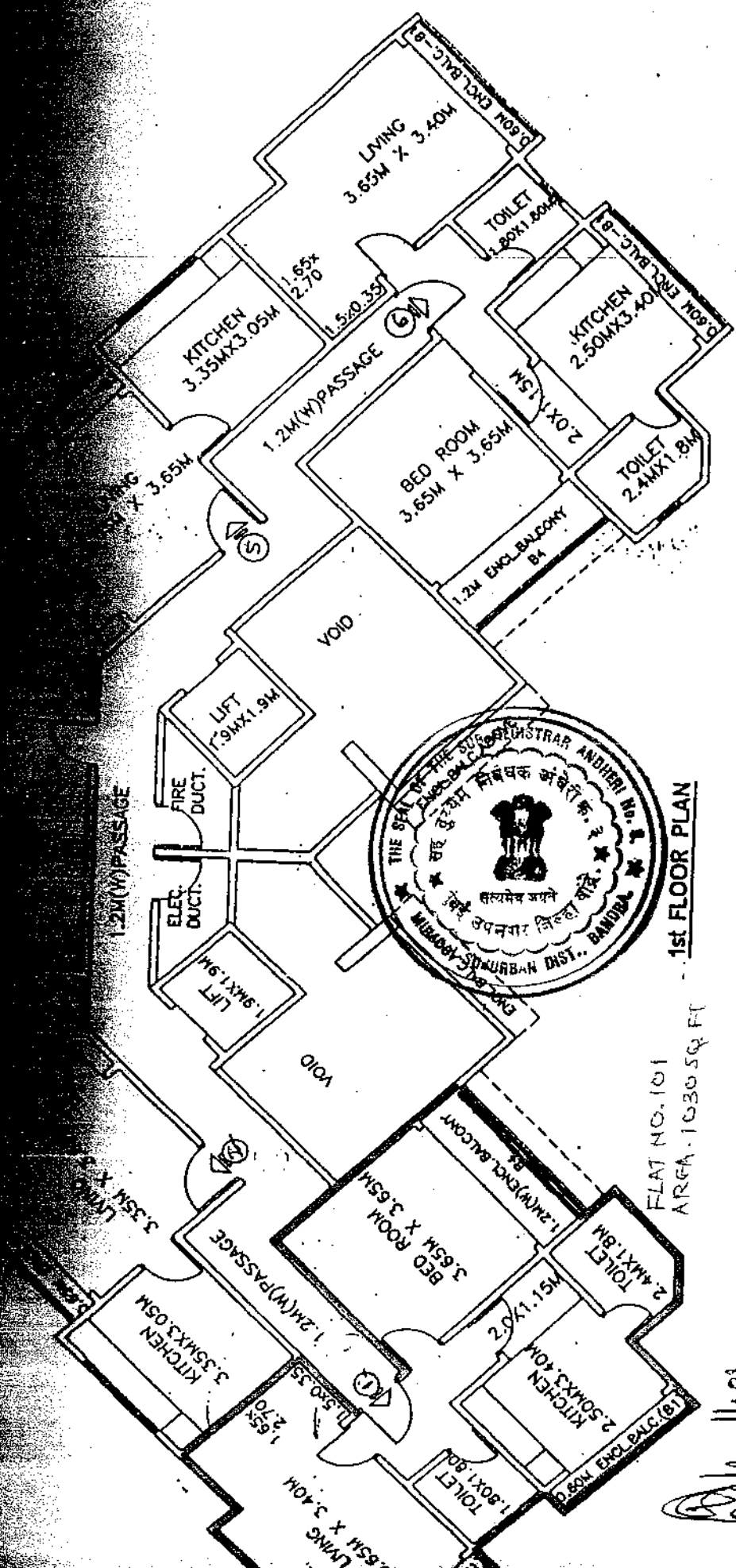


We say Received

FOR SAMARTHA DEVELOPMENT CORPORATION

Signature
PARTNER

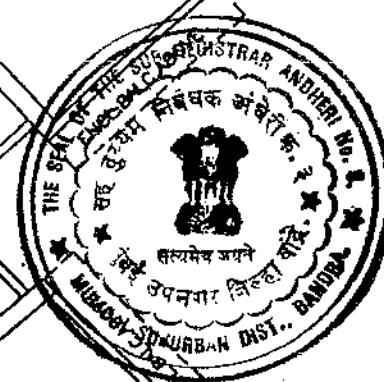
Signature



FLAT NO. 101
AREA - 1030 SQ. FT.

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VSumbhojkar

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V Sumbhojkar



1st FLOOR PLAN

CLOSED RESIDENTIAL BUILDING ON PLOT NO. 123, C.S. NO 1/48/1, S. NO. 41 (PT.), VILLAGE OSHIWARA ANDHERI (W.), MUMBAI FOR SHREE SWAMI SAMARTH PRASANNA CO-OPERATIVE HOUSING SOCIETY

AJIT C. GUPTA

ARCHITECTS PROJECTS CONSULTANT
204, STANFORD PLAZA, PLOT NO. B-65,
OFF. LINK ROAD, ANDHERI (WEST)

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

Forms.

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

Ex. Engineer Bldg. Proposal H and K - Wards Municipal Office, R K Pathar Bldg. Bandra (West), Mumbai-400 052.

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

337/CE/ 6354 /WS/AK/ - 9 OCT 1998 -199

Municipal Office,

Shree Swami Samartha Prasanna Reg.Soc. Mumbai ----- 199

your Notice, letter No. 337 dated 9.10.97 and delivered on and the plans, Sections Specifications and Description and further particulars at Plot No.123, C.T.S.No.1/48/1 Village Oshiwara off J.P.Road at Andheri(West). I have to inform you that I cannot approve proposed to be erected or executed, and I therefore hereby formally intimate to you, Bombay Municipal Corporation Act as amended upto-date, my disapproval

to be complied with before starting the work before plinth C.

Under section 44/69(1)(a) of the M.R.and T.P.Act will not be before starting the proposed work.

Compound wall is not constructed on all sides of the plot clear widening line with foundation below level of bottom of drain without obstructing the flow of rain water from the holding to prove possession of holding before starting the B.C.C.Regn.No.38(27).

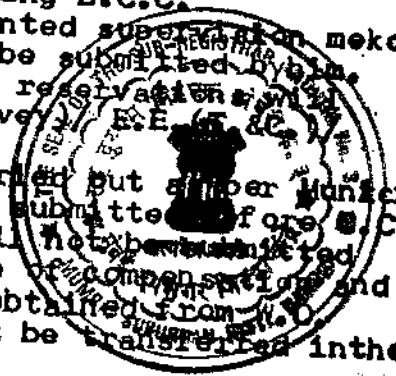
lying plot will not be filled upto a reduced level of at 12" or 6" above adjoining road level whichever is higher earth, boulders, etc. and will not be levelled, rolled, and sloped towards road side, before starting the work.

Specifications for layout/D.P./or access roads/development and will not be obtained from E.E.R.C.(W.S.) before starting the work and the access and setback land will not be levelled, consolidated and sloped towards road side, before starting the work.

Specifications for layout/D.P./or access roads/development and will not be obtained from E.E.R.C.(W.S.) before starting the work and the access and setback land will not be levelled, consolidated and sloped towards road side, before starting the work.

Accordingly including providing street lights and S.W.D. from E.E.(S.W.D.) of W.S.before submitting B.C.C. Structural Engineer will not be appointed to make a plan XI (Regulation 5(3)(ix) will not be submitted by the regular/sanctioned/proposed lines and reservations are not demarcated at site through A.E.(Survey E.E.(S.W.D.)) /D.I.L.R. before applying for C.C.

Sanitary arrangement shall not be carried out before Municipal Corporation and drainage layout will not be submitted before C.C. The R.U.T. and additional copy of plan shall not be submitted before handing over the setback land free of compensation and the setback handing over cft.will not be obtained from the ownership of the setback land will not be transferred into the I.B. indemnifying the Corporation for the



down pipes are not intended to be put to prevent water dropping from

generally is not intended to be executed in accordance with the Muni-

intention as to obviate the before mentioned objections and meet by
be at liberty to proceed with the said building or work at anytime-
1999 but not so as to contravene any of the provision
or any rule, regulations or bye-law made under that Act at the time

Special Instructions and Note accompanying this Intimation of Dis-

Sd/-

Executive Engineer, Building Proposals.
Zone, Wards.

SPECIAL INSTRUCTIONS.

NO RIGHT TO BUILD UPON GROUND WHICH IS NOT

Municipal corporation Act, as amended, the Municipal Com-
the City Engineer to exercise, perform and discharge the
imposed upon and vested in the Commissioner by Section 346

Commissioner has fixed the following levels :-

any new domestic building shall cause the same to be built so that every

(120 cms.) above the centre of the adjoining street at the nearest point
can be connected with the sewer than existing or thereafter to be

(60 cms.) above every portion of the ground within 5 feet (160 cms.)-

() meters above Town Hall Datum."

to the provision of Section 152 of the Act whereby the person liable
pro-creative of erection of a new building or occupation whichever
within fifteen days of the completion or of the occupation whichever
this provision is punishable under Section 471 of the Act irrespective
premises will be liable to be revised under Section 167 of the Act, from
month year in which the completion or occupation is detected by the

drawn to the provision of Section 353-A about the necessary of submitting
to enable the Municipal Commissioner for Greater Mumbai to inspect
before occupation and to levy penalty for non-compliance under

completion of work should be communicated as per requirements of Section
Municipal Corporation Act.

the block plan should be submitted for the Collector, Mumbai Suburbs District.

for Non-agricultural use of the land shall be obtained from the Collector
before the work is started. The Non-agricultural assessment shall be paid at the
Collector, under the Land Revenue Code and Rules thereunder.

to the notes accompanying this Intimation of Disapproval



No. CE/6354/WS/AK of - 9 OCT 1998

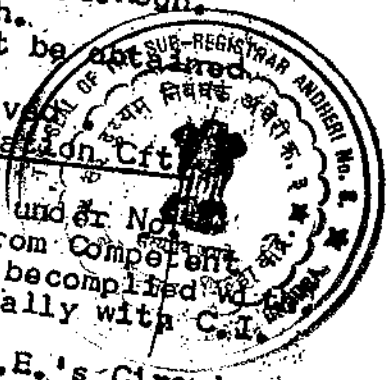
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) contd.

- 11) B.S.E.S. (iv) B.S.D.P. will not be obtained and the requisitions, if any, will not be complied with before occupation Cft./B.C.C.
- That the qualified /registered site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
- That extra water charge and sewerage charges will not be paid to A.E.W.W./West Ward before C.C.
- That the true copy of the sanctioned layout/sub-division/amalgamation approved under the T.&C. thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- That the development charges as per M.R. and T.P. (Amendment) Act 1992 will not be paid.
- That the R.U.T. in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
- That the requisite premium as intimated will not be paid before applying for C.C.
- That the R.U.T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- That a R.U.T. shall not be submitted that a condition will be incorporated in the agreement, informing the Prospective buyers of the single toilet provision and the prospective buyers will not complain against the said provision.
- That R.U.T. against misuse of part terraces shall not be submitted.
- That R.U.T. against misuse of Stilt height shall not be submitted.
- A) That the structural design and calculations for the proposed work will not be submitted before C.C.

Conditions to be complied with before further C.C.

- That the Notice in the form of Appendix XVII of D.C. Regn. shall not be submitted on completion of plinth.
- That N.O.C. from Civil Aviation Deptt. will not be obtained for the proposed height of the Bldg.
- That the amended layout shall not be got approved by the Competent Authority under U.L.&(O&R) Act, 1970 will not be obtained before submission of the clearance under No. CE/9297/II of 26-6-1978.
- That the conditions mentioned in the clearance under No. CE/9297/II of 26-6-1978.
- That the some of drains will not be laid internally with C.I. pipes.
- That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26-6-1978.
- That the surface drainage arrangement will not be made in consultation with E.E. (S.W.D.) or as per his remarks and a completion cft. will not be obtained and submitted before applying for occupation Cft./B.C.C.
- That 10'-0" wide paved pathway upto staircase will not be provided.



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

That the name plate/board showing plot No., name of the Bldg. etc. will not be displayed at a prominent place before OCC/B.C.C.

That carriage entrance shall not be provided before starting the work.

That the parking space shall not be provided as per D.C. Regn. 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.

That the owner/developer shall not handover the possession to the prospective buyers before obtaining occupation permission.

That the infrastructural works such as construction of hand holes/pan holes, ducts, for under ground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.

That the letter box for all the floor, at ground floor shall not be provided.

That every part of the Bldg. construction and more particularly O.H. tank shall not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.

Conditions to be complied with before B.C.C.

That Cft. under section 270-A of B.M.C. Act will not be obtained from H.E.'s Deptt. regarding adequacy of water supply.

11.6.98.

[Handwritten Signature]

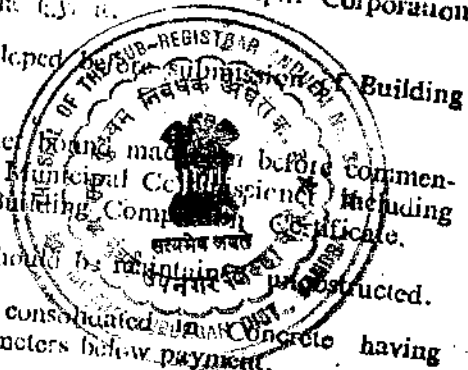
Executive Engineer,
Building Proposal
H & K/West, K/East



1A/K 9 OCT 1998

NOTES

- (1) The work should not be started unless objections (-2) are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional 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 flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no material may be expected to be stacked in front of the property. The scaffoldings, bricks, mortar, pipes, cables, etc. should not be deposited over footpaths or public street by the owner or his contractor, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obeying all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgment obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road in the depth.
- (12) All the terms and conditions of the approved layout/sub-division under No. _____ of _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted for water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 315 of the Bombay Municipal Corporation Act and as per the terms and conditions for connection to the City.
- (14) Recreation ground or amenity open space should be developed as per Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained and not obstructed.
- (17) The surrounding open spaces around the building should be consolidated with concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to ensure the owners.
- (19) No work should be started...



This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 43 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

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

- (i) Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
- (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
- (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.

In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.

The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.

The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained

It is to be understood that the foundations must be excavated down to hard soil.

The positions of the mahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

The water arrangement must be carried out in strict accordance with the Municipal requirements

No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 321-A of the Municipal Corporation Act.

All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock-mari rose, with copper pipes of the ribbet pretessed with screw or dome shape pieces (like a garden cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the ground where they are to be fixed an its lower ends in cement concrete blocks.

No broken bottles should be fixed over boundary walls. This prohibition extends to the use of plane glass for coping over compound wall.

- (a) Louvros should be provided as required by Bye-law No. 5 (b).
- (b) Lintels or Arches should be provided over Door and Window opening.
- (c) The drains should be laid as require under Section 234-1 (a).
- (d) The inspection chamber should be plastered inside and outside.

If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

Executive Engineer, Building Proposals.



MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/6354/WS/AAK of

COMMENCEMENT CERTIFICATE

- 6 NOV 1998

To:

Chairman, Shree Swami Samarth -
Prasanna Co-op-Hsg. Soc.
Mumbai

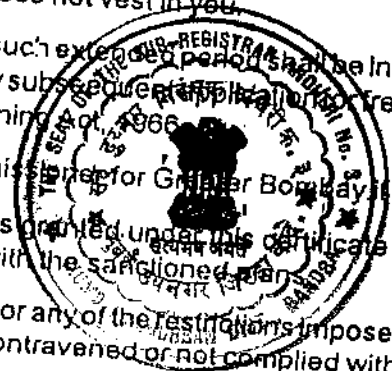
Sir,

With reference to your application No. 9392 dated 9.10.97 for Development Permission and grant of Commencement Certificate under Section 44 & 45 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Bombay Municipal Corporation Act 1888 to erect a building.

To the development work of Prop. Res. Bldg. CTS No. 1/418/1
at premises at Street off J.P. Road village Ashivara
Plot No. 123 situated at Andheri (West)
Ward K/West

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

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



६६७-९/
२२ १०९

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

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

This CC is valid upto 5 NOV 1999

is Commencement certificate is for still (i.e. 8'6") only giving out the work upto/For

Valid up to 5-11-2000

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

6354 / ~~BSII~~ / WS / AK of 26 NOV 1999

Further C.C. is now extended 2.75 mtr height + LMR + O.H.W.T. as per approved plan.

Asstt. Engr. B. P. (WS) K/E/W d. 9.10.98 (CN) 26/4/99

[Signature] 6/11
~~Executive~~ Eng. / Assistant Eng. Building Proposals
(Western Subs.) 'H&K/West' 'K/East & P' Wards'

FOR
MUNICIPAL CORPORATION FOR GREATER BOMBAY

Valid up to 5.11.2001

CE/ 6354 / BSII / WS / AK of 24 OCT 2000

Further C.C. is now extended for 4.1:4.5 M. height + LMR + O.H.W.T. on per N.P. dtd. 5/10/2000

[Signature]
Asstt. Engr. B. P. (WS) K/E/W 24/10



द्वार-९/
२५०/२८

FULL OCCUPANCY CERTIFICATE

15 JUL 2002

To
Shri.V.P.Mahajan, Owner,
Chief Promotor,
Shree Swami Samartha Prasanna Co.Op:Hsg.Soc. Ltd.,
11-A, Suyash, Gokhle Road, (North),
Dadar, Mumbai-400028

Ex. Engineer Bldg. Proposal (W. S.)
H. and -
Municipal Office, Suburban West, K/ West & P Wards,
Bandra (West), Mumbai-400 050

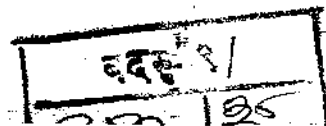
The full development-work of Building Stilt + 12th + 13th (Pt.) on Plot No.123 bearing C.T.S.No.1/48/1 Survey No. 41 (Pt.) of Village Oshiwara situated at Swami Samartha Nagar, Andheri (West), completed under the supervision of Shri. Ajit C. Gupte, Licensed Architect/ License No.CA/76/2994 may be occupied on the following conditions :-

- 1) That the Cft. under section 270-A of B.M.C.Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupants cft.
- 2) That the terms and conditions of approved layout vide No.CE/649/BSII/LOKWN shall be complied before asking for B.C.C.

A set of certified completion plan is attached herewith.

Yours faithfully,

[Signature]
Executive Engineer, (Bldg. Proposals)
Western Subs.K/West & P Wards.



ANNEXURE 'B'

F. P. 100, CGO-5-F-WCA-5 (CA) 846

C. T. 3, 271

H. R. D., No. 2616, dated 10.9.25

मोशिवरे

RULED CARD

No 3044

9			
3	9009-0		
3	23444-0		
	26444-0		
	22000-0		
	39222-0		
	+ 430-4		
	2202-0		

		(M)
क्याथल न-2पठ		मे मोशिवरे से
मोशिवरे न-2क		कलकपनेर मोशिवरे से
मोशिवरे न-2क		

10/3/85
जि. नि. भू. व. तथा
प. भू. क. क. म. स.

(कु. म. पहा)



512

ना. जि. ए. ध. कारी मुंबई उपनगर जिला यांचे
 कार्यालय/कार्या-10/ए.क.नि.द.रा.पो.नि./
 ए.क.नि.द.रा.पो.नि. 2015/2000 व इ.क.नि.द.रा.पो.नि. मु.अ.
 जं.पे.री/मो.शि.न.रा./न.मु.क. 21/2009 दि. 23/12/2009
 2009 जतमे न.मु.क. 21/2009 ये क्षेत्र 436-5 नो.मी.
 न.मु.क. 21/2009 या नि.द.क.न. पा.नि.के.न्ना क्षेत्रात
 कार्यालय क्र. 2202-ए.नो.मी. क्षेत्र कामप. क.क.न.
 न.मु.क. 21/2009 ची नि.द.क.न. पा.नि.का र.र. के.ली. व
 436-5 नो.मी. क्षेत्र आर.मी. व कार्यालय कामप.
 क्षेत्रे. कार्यालय पूर्वी प्रमाणे कामप.
 ना.ने. जोगेश्वर नो. 2202-ए.नो.मी. (प. 436-5 नो.मी. क्षेत्र आर.मी. व कार्यालय कामप.)

म. सु. व. नो. 103
 मुंबई

12009

ना. जि. ए. ध. कारी मुंबई उपनगर जिला यांचे
 कार्यालय/कार्या-10/ए.क.नि.द.रा.पो.नि./
 ए.क.नि.द.रा.पो.नि. 2015/2000 व इ.क.नि.द.रा.पो.नि. मु.अ.
 जं.पे.री/मो.शि.न.रा./न.मु.क. 21/2009 दि. 23/12/2009
 2009 जतमे न.मु.क. 21/2009 ये क्षेत्र 436-5 नो.मी.
 न.मु.क. 21/2009 या नि.द.क.न. पा.नि.के.न्ना क्षेत्रात
 कार्यालय क्र. 2202-ए.नो.मी. क्षेत्र कामप. क.क.न.
 न.मु.क. 21/2009 ची नि.द.क.न. पा.नि.का र.र. के.ली. व
 436-5 नो.मी. क्षेत्र आर.मी. व कार्यालय कामप.
 क्षेत्रे. कार्यालय पूर्वी प्रमाणे कामप.

मो. रफा. क. 20
 प्रमाणे

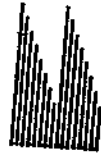
24/12/2009
 26/12/2009
 9/3/2009

ए.क.नि.द.रा.पो.नि.
 ए.क.नि.द.रा.पो.नि.
 ए.क.नि.द.रा.पो.नि.



खरी नकल

2009
 नो. 2, यश्वरी



Mahimtura & Co.

Advocates & Solicitors

S. C. Mahimtura
B. D. Chaudhary
S. V. Dhand

B. J. Shah
V. S. Bandiwadkar
J. J. D'Silva

S. G. Salelkar
R. C. Kovina

101/104, Banaji House,
361, Dr. D. N. Road, Flora Fountain,
Mumbai - 400 001, India
Tel. : 204 7859 / 285 0827
Fax : 91-022-285 1927
E-mail: mahicomp@bom5.vsnl.net.in

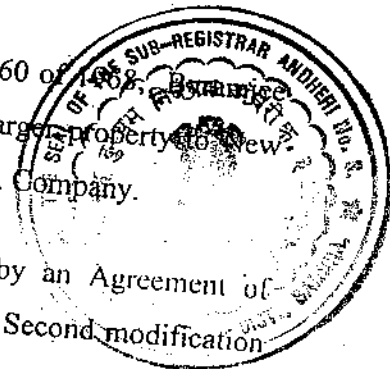
Ref. No.

Title Certificate

Re : An immovable property being piece or parcel of land admeasuring 2202.6 square metres or thereabouts bearing Plot No.123, Survey No.41 (part) and CTS No.1/48/1 of Village Oshiwara, Taluka Andheri, District Mumbai Suburban.

We have investigated the title of Oshiwara Land Development Company Private Limited (hereinafter referred to as 'the Company') being the Owners to the piece of land bearing Plot No.123 and Survey No.41 (part) and C.T.S. No. 1/48/1 of Village Oshiwara Taluka Andheri District Mumbai Suburban.

2. Upon perusal of the available documents, we note as under:
 - i) Originally Byramjee Jeejeebhoy Private Limited, being the owners of the larger property (portion whereof is referred to in the caption hereinabove) bearing Survey No. 41 had arrangements or agreements for sale thereof with New Swastik Land Development Corporation, who in its turn had agreed to transfer the larger property to the Company.
 - ii) By consent decree dated 15th October 1969, in Suit No. 660 of 1968, Byramjee Jeejeebhoy Private Limited were ordered to convey the larger property to New Swastik Land Development Corporation or its nominees viz. Company.
 - iii) By an Agreement for Sale dated 5th December, 1975, by an Agreement of modification dated 8th February, 1979, by an Agreement of Second modification made on the 21st September, 1980 and by a Supplemental Agreement dated 30th June 1982, the Company agreed to sell inter alia property bearing Plot No.123 being part of land in Survey No.41 and bearing C.T.S. No.1/48/1 of Village



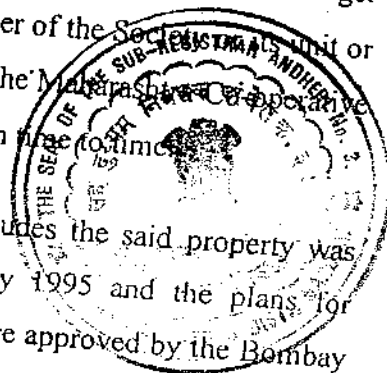
Oshiwara in Greater Bombay (hereinafter called 'the said property') to one Shri. Vinod Parshuram Mahajan acting as Chief promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Ltd. (Proposed) upon the terms and conditions contained therein.

iv) Under the Package deal Agreement dated 5th December 1975 made between the said Shri. Vinod Parshuram Mahajan, the Promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Limited (Proposed) of the One Part and M/s. Samartha Development Corporation, a partnership firm of Builders of the Other Part, the said Builders have been authorised to construct flats/shops/garages etc. and to sell them on Ownership basis and enroll the allottees as members of the said Shree Swami Samartha Prasanna Co-operative Housing Society unit wise.

v) In respect of the decree dated 15th October 1969 passed in Suit No. 660 of 1968, by virtue of a consent Judge's Order dated 9th November 1979, adjustment and satisfaction was entered whereby inter alia the said property stood conveyed and transferred unto the Company.

3. By an order under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 bearing No.CHS-1078/1063/XXXV issued by the Government of Maharashtra on the 12th November, 1979 and Corrigendum thereto dated 11th December 1995 bearing No. C/ULC/D-III/Sec. 20/S. No.41(pt) Oshiwara/SSSP Hsg. So./WS-326-95, inter alia the said property has been exempted from the provisions of Chapter III of the said Act subject to the conditions mentioned therein and the Company is authorised to sell larger property which includes the said property to the said Promoter of the Society unit or units to be separately registered as Housing Societies under the Maharashtra Co-operative Societies Act, 1960. The said orders have been extended from time to time.

4. The lay out sanctioning the sub division which includes the said property was sanctioned under No.CE/649/BSII/LOKWN dated 23rd May 1995 and the plans for construction of the proposed building on the said property were approved by the Bombay Municipal Corporation and I.O.D. dated 9th October, 1998 bearing No. CE/6354/WS/AK



and Commencement Certificate dated 6th November, 1998 bearing No. CE/6354/WS/AK, were issued.

5. Mr. Vikas Kamalakar Walawalkar, Partner of the Builders has given a declaration dated 2 December 2000 to the effect that the Builders are absolutely entitled to the said property and have not created any third party rights in respect of the said property.

6. In the circumstances we hereby certify that in our opinion the title of the Company to the said property is marketable and free from encumbrances. We also further certify that M/s. Samartha Development Corporation, as stated hereinabove, have become entitled to dispose off the flats, shops, garages and parking spaces to be constructed on the above referred to property.

The Schedule Above Referred To:

That piece or parcel of land or ground situate lying and being at Village Oshiwara, Mankhurd, Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban containing by admeasuring 2202.6 square metres or thereabouts being Plot No. 123, C.T.S. No. 1/48/1 and forming part of the larger land bearing Survey No. 41 of Village Oshiwara and bounded as follows:

Bound towards the North by : Land bearing C.T.S. No.1/48/3
 Bound towards the South by : 90 ft. wide D.P. Road
 Bound towards the East by : layout plot Nos.117 and 118
 Bound towards the West by : 120 ft. wide D.P. Road

Dated this 4th day of December 2000



For Mahimtura and Company

[Signature]

Partner

them for registration all or any documents, deeds, conveyances, mortgages or any other documents whatsoever including agreements for sale of flats or any premises made between the firm of M/S. Samartha Development Corporation or M/S. Venus Housing Enterprise or M/S. Shree Swami Samartha Developers or M/s. Shree Swami Samartha Builders and signed and executed by me personally as a partner or proprietor thereof, to admit my signature and execution of the said various documents and to admit the receipt of consideration mentioned therein if necessary.

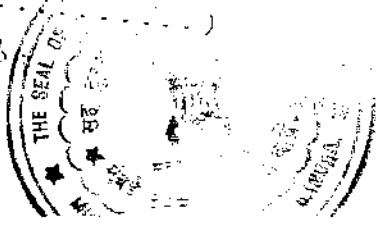
To do any act, deed or thing as may be necessary to complete the registration of the documents signed and executed by me in the manner required by law and when the documents are returned to the said firms after being duly registered to give proper receipt and discharge for the same.

AND I, the said Vikas Kamlakar Walawalkar do hereby agree and declare that all acts, deeds and things done, executed or performed by the said Shri Sudarshan Sharma as my attorney pursuant to this power of attorney shall be valid and binding on me to all intents and purposes as if done by me personally which I undertake to ratify and confirm whenever required.

IN WITNESS WHEREOF I, the said Vikas Kamlakar Walawalkar have herunto set my hand this 27th day of October, 1975.

SIGNED SEALED AND DELIVERED)
 by the withinnamed Shri Vikas)
 Kamlakar Walawalkar in the)
 presence of _____)

(Handwritten signature)



1975/10/27
 100/10/10
 1975

दस्तावेज क्रमांक : 380/2005







दस्तावेजाचा प्रकार : अग्रणी

अनु क्र. पक्षकाराचा प्रकार

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1	<p>नाव: डॉ. कुंदन देवराज</p> <p>पत्ता: घर/फ्लॉट नं. 43/20</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईभारत नं.: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव: चेंदूर</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: -</p>	<p>लिहून घेणार</p> <p>वय 28</p> <p>सही</p>		
2	<p>नाव: डॉ. लक्ष्मी चन्द्रकांत</p> <p>पत्ता: घर/फ्लॉट नं. 43/20</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईभारत नं.: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव: -</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: -</p>	<p>लिहून घेणार</p> <p>वय 58</p> <p>सही</p> <p>Lakshmi Chandra</p>		
3	<p>नाव: मे/- समर्थ उदय चंद्रकांत के अद्यालक विकास कमलाकर बालावरकांत नरयण सुखदेव सुदर्शन शर्मा</p> <p>पत्ता: घर/फ्लॉट नं. -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: सुन्दर</p> <p>ईभारत नं.: -</p> <p>पेट/वसाहत: गोखर</p>	<p>लिहून घेणार</p> <p>वय 63</p> <p>सही</p>		

दस्त क्र. (380/2005) बाजार मुल्य : 3369090 नकदवज 3296000 भरतेले मुद्रांक शुल्क : 153700

सदही नं: 376 दिनांक: 12/01/2005
पावतीचे वर्णन
नांव: डॉ. सुंदर अय्यर - -

दस्त हजर केल्याचा दिनांक : 12/01/2005 05:07 PM
निष्पादनाचा दिनांक : 12/01/2005
दस्त हजर करणाऱ्याची सही : *V. S. Wadda*

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

दस्ताचा प्रकार : 25 करारनाम
शिकका क्र. 1 ची वेळ : (लघुदस्ताकरणा) 12/01/2005 05:07 PM
शिकका क्र. 2 ची वेळ : (लघुदस्ताकरणा) 12/01/2005 05:10 PM
शिकका क्र. 3 ची वेळ : (कबुली) 12/01/2005 05:12 PM
शिकका क्र. 4 ची वेळ : (आकृष्य) 12/01/2005 05:12 PM

30980: एकूण

दस्त नोंद केल्याचा दिनांक : 12/01/2005 05:12 PM

दु. निबंधकाची सही, अंधेरी 3 (अंधेरी)

ओळख :
खालील इसम असे निवडून करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीस ओळखतात,
व त्यांची ओळख पटवतात.

1) शेखर चव्हाण - , घर/प्लॉट नं: - 13

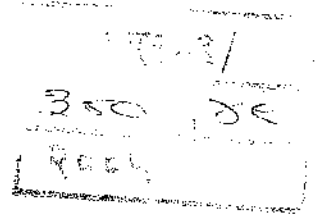
गल्ली/रस्ता: -
ईमारतीचे नाव: सहकारी
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: कांदिवली

तालुका: -
पिन: -

2) प्रकाश राऊत - , घर/प्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: -
तालुका: -
पिन: -

दु. निबंधकाची सही
अंधेरी 3 (अंधेरी)



दस्तावेज देणाऱ्याची सही
अंधेरी 3 (अंधेरी)

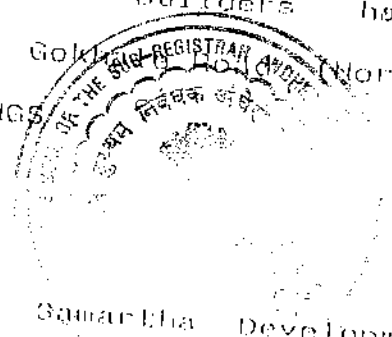
Faint text in the top left corner, possibly a header or reference number.

Handwritten signature and text in the center of the page.



POWER OF ATTORNEY TO PRESENT DOCUMENTS FOR REGISTRATION.

TO ALL MEN TO WHOM THESE PRESENTS SHALL COME, I
Vikas Kamalakar Walawalkar residing at 19-B, Suyash, Gokhale
Road (North), Dadar, Bombay - 400 028 and carrying on
business in partnership in the name and style of (1) H/S.
SAMARTHHA DEVELOPMENT CORPORATION (2) H/S: VENUS HOUSING
ENTERPRISE and (3) SHREE SWAMI SAMARTHHA DEVELOPERS and as
proprietor of Shree Swami Samartha Builders having
registered office at 11-A, 'Suyash', Gokhale Road (North),
Dadar, Bombay - 400 028 SEND GREETINGS



WHEREAS:

1. The said firms of H/S. Samartha Development
Corporation (2) H/S. Venus Housing Enterprise (3) Shree
Swami Samartha Developers and (4) Shree Swami Samartha
Builders have been carrying on business as Builders,
Building Contractors, Civil Engineers etc.

967-8/
352-00
2004

from the registration, all documents, deeds, conveyances, mortgages or any other documents whatsoever including agreements for sale of land or any premises made between the firm of M/s. Samarth Development Corporation or M/s. Vikas Housing Enterprises or M/s. Shri Sudarshan Enterprises or M/s. Shree Swastika Enterprises and all such documents executed by me personally or by my attorney hereof, to admit my signature and execution of the said various documents and to admit the receipt of consideration mentioned therein if necessary.

2. I shall do any act, deed or thing which may be necessary to complete the registration of the documents signed and executed by me in the manner required by law and when the documents are returned to the said firms after being duly registered to give proper receipt and discharge for the same.

3. I, the said Vikas Ramalakshmi Walmalkar do hereby agree and declare that all acts, deeds and things done, executed or performed by the said Shri Sudarshan Sharma as my attorney pursuant to this power of attorney shall be valid and binding on me to all intents and purposes as if done by me personally which I undertake to ratify and confirm whenever required.

IN WITNESS WHEREOF I, the said Vikas Ramalakshmi Walmalkar have hereunto set my hand this 27th day of October, 1995.

WITNESSED SEALED AND DELIVERED)
by the withinnamed Shri Vikas)
Walmalkar in the)
presence of)

दस्त क्रमांक : 380/2005

दस्ताचा प्रकार : गोधवारा

अनु क्र. घड्याळकार

घड्याळकाराचा प्रकार

उपचित्र

अपट्याचा तसा

1 नाव: डॉ. लक्ष्मी

पत्ता: घर/फ्लॉट नं.

गल्ली/रस्ता:

ईमारतीचे नाव:

ईमारत नं.:

पेट/वसाहत:

शहर/गावा:

तालुका:

पिन:

पॅन नम्बर:

लिहून घेणार

वय 28

सही

02/01/2007

2 नाव: डॉ. लक्ष्मी

पत्ता: घर/फ्लॉट नं.

गल्ली/रस्ता:

ईमारतीचे नाव:

ईमारत नं.:

पेट/वसाहत:

शहर/गावा:

तालुका:

पिन:

पॅन नम्बर:

लिहून घेणार

वय 58

सही

Lakshmi

3 नाव: डॉ. लक्ष्मी

पत्ता: घर/फ्लॉट नं.

गल्ली/रस्ता:

ईमारतीचे नाव:

ईमारत नं.:

पेट/वसाहत:

शहर/गावा:

तालुका:

पिन:

पॅन नम्बर:

लिहून घेणार

वय 63

सही



दस्तावेज क्र. १००१/२००५
बाळार कार्यालय, अहमदनगर, महाराष्ट्र, भारतले हुजुम क्र. १६३७००

भाषा: मराठी
नांव: डॉ. सुंदर अकर

दस्तावेज क्र. १००१/२००५ दिनांक १२/०१/२००५ ०५:०७ PM
निष्पादनाचा दिनांक १२/०१/२००५
दस्त हजर करणेबाबची सही.

३०००० : नोंदणी फी
९६० : नक्कल (अ. ११(१)), पृष्ठांकनाची नक्कल (अ. ११(२)),
रुजवात (अ. १२) व छायाचित्रण (अ. १३) ->
एकत्रित फी

दस्तावेज क्र. १००१/२००५
शिकका क्र. १ ची वेळ : १२/०१/२००५ ०५:०७ PM
शिकका क्र. २ ची वेळ : १२/०१/२००५ ०५:१० PM
शिकका क्र. ३ ची वेळ : १२/०१/२००५ ०५:१२ PM
शिकका क्र. ४ ची वेळ : १२/०१/२००५ ०५:१२ PM

३०९८० : एकूण

दु. निबंधकाची सही, अंधेरी ३ (अंधेरी)

दस्त नोंद केल्याचा दिनांक : १२/०१/२००५ ०५:१२ PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तींशी ओळखतात,
व त्यांची ओळख पटविताने.

- १) शेखर चव्हाण - घर/फ्लॅट नं. - १३
गल्ली/रस्ता: -
ईमारतीचे नाव: सहयाद्री
ईमारत नं. -
पेट/वसाहत: -
शहर/गाव: कादिबली
तालुका: -
पिन: -

Su

- २) प्रकाश राजत - घर/फ्लॅट नं. वरीलप्रमाणे
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं. -
पेट/वसाहत: -
शहर/गाव: -
तालुका: -
पिन: -

Prakash

३००००
९६०
३०९८०

३००००
९६०
३०९८०

दु. निबंधकाची सही
अंधेरी ३ (अंधेरी)

SAMARATHA KRUPA

in

Flat No. 101 on 1st Floor

AGREEMENT FOR ALLOTMENT

DR. SUNDAR IYER &
DR. (MRS.) LAKSHMI VASUDEVAN

AND

M/S. SAMARATHA DEVELOPMENT
CORPORATION

BETWEEN

