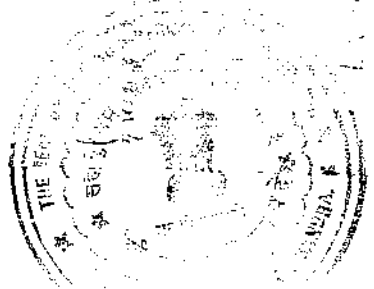


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THE BUILDERS  
 SAMARTHA DEVELOPMENT CORPORATION  
 64, Sector 1, Phase 1, Vashi, Dist. Thane  
 401 301  
 13669  
 THE SECURITIES AND EXCHANGE BOARD OF INDIA  
 REGISTRATION NO. IN CHARGE OF THE REGISTRAR  
 13669



AGREEMENT FOR ALLOTMENT

ARTICLES OF AGREEMENT made at Mumbai this 13th day of January in the Christian Year Two Thousand Five BETWEEN MESSERS SAMARTHA DEVELOPMENT CORPORATION, a partnership firm carrying on business at 64 A, 'Suyashi', Near Amar Hind Mandal, Gokhale Road (North), Deonar, Mumbai - 400 028, hereinafter called "The Builders", (whose 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. (MRS.) LAKSHMI VASUDEVAN AND DR. SUNDAR IYER, 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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M. P. Sharma  
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(i) Sri Vinod Parshuram Mahajan of the said Builders, the Chief Promoter of Shree Swami Land Development Co-operative Housing Society Ltd. (proposed) hereinafter for the sake referred to as "the Society", by Agreement dated 25th December, 1975 read with Agreement of modification dated 21-12-1979 read with Agreement of second modification dated 21-12-1980 read with supplementary Agreement dated 25-12-1982, agreed to purchase from Gehiwars 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, Mumbai - 400 023, hereinafter to be referred to as "the Company", a property bearing Survey No. 41 (Part) village Dahi, Taluka Taura South Saisete (now Andheri) in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, measuring 7,27,403.07 square yards equivalent to 6,08,150.58 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. 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  
the said company shall be entitled to  
registered and enter into the "Greenfield Housing Scheme"  
promises and the Society agreed to accept such arolled parties  
as the members of the Society.

(ii) By consent Decree dated 15th October 1970 and  
subsequent consent judge's order dated 15/10/1970  
passed therein in the High Court, Mumbai S.C. No. 1033 of 1970  
inter alia the larger property more particularly described in the  
first schedule hereunder written, was assigned to the said  
company by M/s. Byramjee Jeejeebhoy Private Limited  
hereinafter to be referred to as the "Owners".

(iii) The said company applied for exemption under Section 20  
of the Greenfield (Definition and Regulation) Act, 1970  
(1970) hereinafter to be referred to as "The Act" from 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.

(iv) The Government of Maharashtra, General Administration  
Department, Mantralaya, Mumbai by its Order No. G.A. No. 1068/XXXV  
dated 12th November 1970 and corrigendum dated  
14th December 1970 bearing No. O/ULO/D-III/Sec.20/2710.47  
(Part) Oshiwara 333P/HSG.SG/WG-326-95  
exempted the larger property more particularly described in the  
first schedule hereunder written, by exercising the powers conferred  
in it under Sub-Section (1) of Section 20 of the said Act, subject to the  
stipulations that the said company shall offer the said property  
by way of sale of the larger property exempted under the said  
order to Shree Swami Samartha Prasanna Co-operative Housing









... stipulations ...  
... she has seen and inspected ...  
... November 1978 and the Corporation ...  
... 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 ...  
... from time to time by General Administration Department  
... Government of Maharashtra.

2. The Allottee hereby confirms that he/she ...  
and inspected the said Development Agreement ...  
day of December 1978 made and entered into between ...  
Shri Vinod Parshuram Wadhawan herein referred to as the Builder  
of the One Part and M/s. Samarth 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 ... and  
that the building plans in respect of the land described in  
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 D/C Rules and  
shall be constructing additional floors over and above the  
twelve floors sanctioned presently. Whenever it becomes  
permissible the Allottee shall, at his/her sole discretion, the



... & Co. Advancer ...  
... the title of the company in this ...  
... have given their Title Certificate ...  
... certificate is herein annexed ...  
... has seen the said Certificate ...  
... Agreement on the basis of the ...  
... shall not be entitled to any further ...  
... of the Owners and the Company to the ...

It is expressly agreed between the ...  
Allottee that the Builders shall be fully entitled to develop ...  
property described in the Third Schedule hereunder with ...  
and/or utilizing F.S.I. ...  
may become available through ...  
Central Corporation, ...  
commitment or arrangements or ...  
further or other ...  
or by virtue of any new legislation or ...  
present statute, act or rules, ...  
directive or policy being decided, announced, ...  
either by the Bombay Municipal Corporation, Government of ...  
Maharashtra, Central Government or other body of 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, and/or the ...  
Builders in respect of putting up additional floors for the purpose ...  
of utilizing 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 ...  
of the Maharashtra ...

1. The total amount of Rs. 2,00,000/- is divided into 200 shares of Rs. 1,000/- each.

2. The shares are to be allotted to the members of the Society in the following manner:

(a) 100 shares to the members who have been named in the schedule attached hereto.

(b) The remaining 100 shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

3. The shares shall be allotted to the members of the Society on the following conditions:

(a) The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

4. The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

5. The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

6. The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

(B) Rs. \_\_\_\_\_ towards

7. The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

(C) Agreement of credit and amount of Rs. \_\_\_\_\_

8. The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

9. The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

10. The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

(D) Rs. 1,00,000/- (Rupees One Lakh)

11. The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

12. The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

13. The shares shall be allotted to the members of the Society who have been named in the schedule attached hereto.

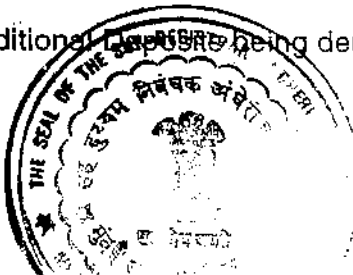
14. In addition to the above-mentioned amount, the members of the Society shall, before the delivery of the building on the premises, pay to the Builders the additional amount as per the details given below. The said amount shall carry no interest whatsoever.

1) Rs. 100.00 towards membership fee.

2) Rs. 200.00 towards the cost of the building on the premises.

- 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.14,100/- 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 expenses being demanded by the Municipal Corporation



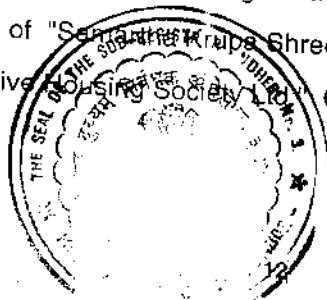
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of Greater Mumbai or by the Bombay suburban Electric Supply Ltd. or by any other Authority/ Agency, the Allottee shall forthwith, on demand by the Builders, pay and deposit with them such further amounts as may be so demanded by the Builder. Such further 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 "Santat Krupa Shree Swami Samartha Prasanna Co-operative Housing Society Ltd." On the Allottee paying to the



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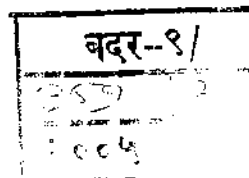
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Builders all money payable by him, the Builders shall cause the Society to admit the allottee as its member and to confirm the allotment of the said premises in favour of the Allottee. The builders will also cause the said Chief Promoter to convey 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.

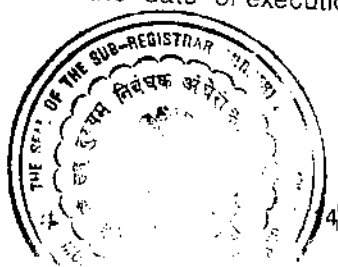


14. Notwith standing anything contained in this Agreement, the Allottee hereby agrees to contribute and pay his proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the items specified in the sub-clause 5 of Clause No. 8 hereto. Such share to be determined 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 said 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



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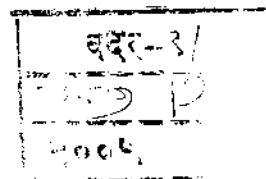
liable to bear and pay all Municipal Taxes and outgoings and charges for electricity and other services and outgoings mentioned in the Fifth Schedule hereunder written. The Allottee also hereby agrees and binds himself/herself to pay regularly every month, on or before the 5th day of each month, his/her 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 in 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 are 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, com-



mon 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 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



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

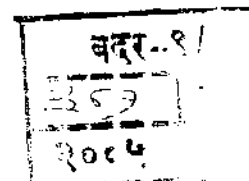
(f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

(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 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 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



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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.

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

23. Nothing contained in this Agreement shall be deemed to be demise or assignment in law of the said premises or of 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



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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 thereto.

26. All stamp duty and registration charges payable in respect of this transaction shall be paid by the Allottee 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 registration and inform the Builders by furnishing them with a xerox copy of the enlodgement receipt to enable the Builders to attend such office and admit execution thereof within the time limit prescribed by the Indian Registration Act 1908



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as amended from time to time.

28. 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.

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

30. 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 other flats in the said building and that the said fire refuge area shall, at all times, be kept free from any encumbrances.

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,



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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 such 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.

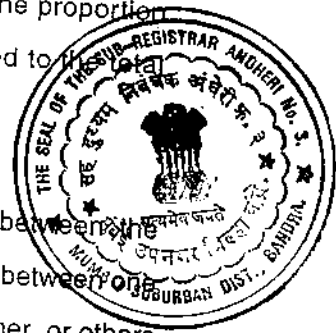
33. The Builders shall be entitled to construct, erect, build, or around or above the terrace of the said Building or on the ground or first floor, a Restaurant, Hotel, Guest House, Health Clinic, Bar and Conference Rooms, Public Galleries, Party Rooms, Shopping Arcade, Marriage Hall, Recording Studio or other Studio, Receptions and/or premises to be used for Non-Residential purpose etc. (hereafter referred to as "the said additional areas") for themselves or dispose off the same or parts thereof to any



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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 or 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 visiting 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 to the area and use of their premises as compared to the area in the Building.

34. If any dispute or difference whatsoever arises between the parties hereto or their respective representatives or between any one of the parties hereto and the representatives of the other or others 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



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to the provisions of the Indian Arbitration Act, 1940 (Act x of 1940) or any statutory modification or re-enactment thereof for the time being in force.

35. This Agreement is subject to courts in Mumbai. All the 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.

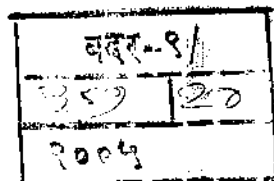
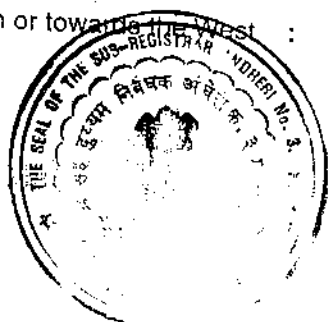
36. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act 1963 and the rules made thereunder.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land or ground admeasuring 7,27,403.07 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 say :

- On or towards the North : By boundary of village Pahadi Goregaon.
- On or towards the South : By Land of Survey No. 41 (Part) belonging "Apha Ghar" Corp. 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.





THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground admeasuring 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,

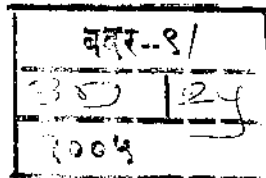
On or towards the East : By layout plot No. 118

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

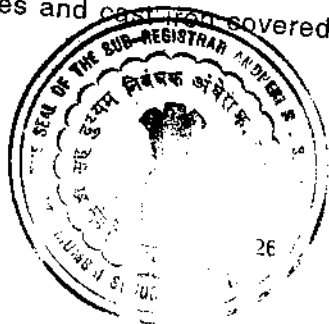
FOURTH SCHEDULE ABOVE REFERRED TO

(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.



- (C) 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.
- (D) Night latch, magic eye, safety chain and necessary brass fittings have been fitted on the main door.
- (E) All the doors are flush doors and shall be provided with necessary fittings of superior quality.
- (F) 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.
- (G) Each flat has a concealed telephone wiring point, Video Camera & Intercom facility and central cable point for T.V. with concealed wiring.
- (H) Boiler as well as Hot and cold water mixer are provided in each bathroom.
- (I) Plumbing is concealed and conform to modern living requirements.
- (J) Italian Marble flooring in Living Room and Dining and Granamite Tiles in all other Rooms, Granite sills in living Room has been provided.
- (K) 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.
- (L) WATER SUPPLY :  
The electric motor pumps with underground and overhead R.C.C. water storage tanks are provided to ensure regular supply of water.
- (M) DRAINAGE :  
All underground drainage is strictly in accordance with Municipal Bye laws, with glazed stoneware drainage lines and cast iron covered manholes and chambers.



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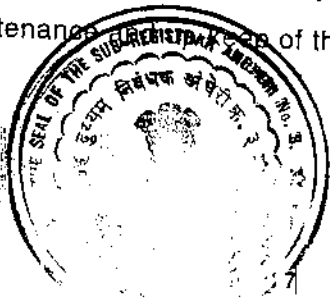
(N) GRILL WORKS :

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 :

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the roofs, gutters and 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 premises 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.
2. The cost of cleaning and lighting the passage, landings, staircase, and other parts of the building as enjoyed or used by the Allottee in common as aforesaid.
3. The cost of decorating the exteriors of the building.
4. The cost of the salaries of clerks, bill collectors, chowkidars, sweepers etc.
5. The cost of working and maintaining of lifts and other lights and service charges.
6. Municipal and other taxes.
7. Insurance of the building.
8. Cost of water meters and electrical meters and/or any deposit for water and / or electricity.
9. Such other expenses as may be necessary or incidental for the maintenance of the building.



Handwritten signature or initials.

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SIGNED, SEALED AND DELIVERED

by the withinnamed "BUILDERS"

MESSRS SAMARTHA DEVELOPMENT

CORPORATION, in the presence of.....

S.V. Ananth

*[Signature]*

FOR SAMARTHA DEVELOPMENT CORPORATION

*[Signature]*

PARTNER

Lakshmi Vasudevan

SIGNED, SEALED AND DELIVERED

by the withinnamed "ALLOTTEE"

DR. (MRS.) LAKSHMI VASUDEVAN &

DR. SUNDAR IYER, in the presence of.....

S.V. Ananth

*[Signature]*

Lakshmi Vasudevan

V. Sundar

RECEIVED on or before the day and

the year first hereinabove written from

the ALLOTTEE a sum of Rs. 350000/-

(Rupees Three Lacs Fifty  
Thousand Only)

Only) payable by it to us

as withinmentioned as per particulars

given below.

Rs. 350000/- paid by ch. HO. 288221  
dated 11/10/04 on Entire 1301C  
Parcel for Rs. 1100000/-

Rs. 350000/-

We say Received

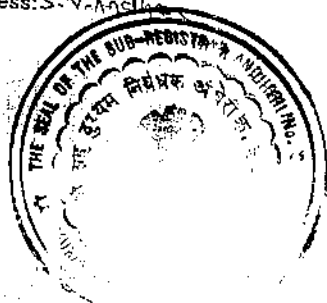
FOR SAMARTHA DEVELOPMENT CORPORATION

*[Signature]*

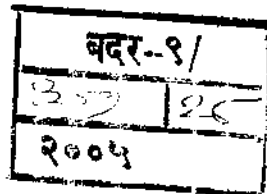
PARTNER

Lakshmi Vasudevan

Witness: S.V. Ananth



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ANNEXURE 'A' Collectively

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

FP-999-97-15,000 Forms.

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

EC/48

Ex. Engineer Bldg. Proposal [W.S.] H and K - Wards Municipal Office, R K Patkar Marg, Bandra (West), Mumbai-400 050.

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

No. ~~EXX/CE/~~ 6354 /WS/AK/BSA - 9 OCT 1998 -199

MEMORANDUM

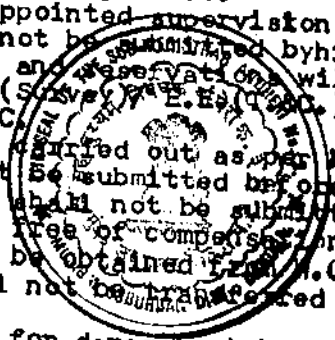
Municipal Office,

Chairman, Shree Swami Samartha Prasanna Co-Op.Hsg.Soc. Mumbai ..... 199

With reference to your Notice, letter No. 337 dated 9.10.97 and delivered on .....199...and the plans, Sections Specifications and Description and further particulars detail of your building at Plot No.123, C.T.S.No.1/48/1 Village Oshiwara off J.P.Road at Andheri (West) dated .....199... I have to inform you that I cannot approve building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval for the following reasons :-

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

- That C.C.under section 44/69(1)(a) of the M.R.and T.P.Agt will not be obtained before starting the proposed work.
- That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regn.No.38(27).
- That the low lying plot will not be filled upto a reduced level of at least 92 TMD or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
- That the specifications for layout/D.P./or access roads/development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback land will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
- That the specifications for layout/D.P./or access roads/development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D.from E.E.(R.C.)/ E.E.(S.W.D.) of W.S.before submitting B.C.C.
- That the structural Engineer will not be appointed supervision meko as per Appendix XI (Regulation 5(3)(ix) will not be submitted by him.
- That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey Deptt.)/ E.E.(R.C.)/ E.E.(D.P.)/D.I.L.R. before applying for C.C.
- That the sanitary arrangement shall not be carried out as per Municipal Specifications and drainage layout will not be submitted before C.C.
- That the R.U.T.and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over cft.will not be obtained from M.C.
- That the ownership of the setback land will not be transferred in the name of M.C.G.M.before C.C.
- That the I.B.indemnifying the Corporation for damages, risks, accidents, etc.and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work will not be submitted before C.C. relating the work.
- That the requirements of O. of (1) P.C.O.K/West, (11)M.T.N.L.



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

That the drainage work generally is not intended to be executed in accordance with the Municipal Corporation Act.

It is your so modifying your intention as to obviate the before mentioned objections and meet by

but not otherwise you will be at liberty to proceed with the said building or work at anytime-

on day of OCT 1999 but not so as to contravene any of the provision

of the said Act or any rule, regulations or bye-law made under that Act at the time

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

*sd/-*

Executive Engineer, Building Proposals.  
Zone, Wards.

**SPECIAL INSTRUCTIONS.**

**THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.**

Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the duties and functions conferred and imposed upon and vested in the Commissioner by Section 346

Under Byelaw, No. 8 of the Commissioner has fixed the following levels

Every person who shall erect as new domestic building shall cause the same to be built so that every

plumb shall be—

(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point

from such building can be connected with the sewer than existing or thereafter to be

erected.

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

of the building.

(c) Not less than 92 ft. (28 m.) meters above Town Hall Datum.

Your attention is invited to the provision of Section 152 of the Act whereby the person liable

for the cost of a new building or occupation of building which

is not in compliance with this provision shall be liable to be revised under Section 167 of the Act, from

the date in the current year in which the completion or occupation is detected by the

Collector's Department.

Your attention is further drawn to the provision of Section 353-A about the necessary of submitting

a certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect

and to grant a permission before occupation and to levy penalty for non-compliance under

the Act if necessary.

The proposed date of commencement of work should be communicated as per requirements of Section

353-A of the Bombay Municipal Corporation Act.

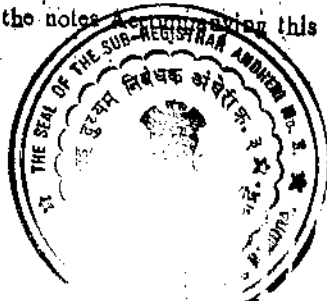
A more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

Necessary permission for Non-agricultural use of the land shall be obtained from the Collector

of the Suburban District before the work is started. The Non-agricultural assessment shall be paid at the

rate fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Your attention is drawn to the notes accompanying this Intimation of Disapproval



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Corporation of Greater Mumbai.

354/WS/AK of 29 OCT 1998

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- That B.S.E.S. (1v) 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.X/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 complaint 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.
- 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 Civilian Aviation Deptt. will not be obtained for the proposed height of the Bldg.
- That the amended layout shall not be got approved.
- General conditions to be complied before Occupation Cft.
- That the conditions mentioned in the clearance under No. \_\_\_\_\_ dated \_\_\_\_\_ obtained from Competent Authority under U.L. 2 (G.R.) Act, 1979 will not be complied with.
- 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" \_\_\_\_\_ chway upto staircase will not be provided.



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...4.



- 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.

1.6.98.

*[Signature]* 9.10  
 Executive Engineer,  
 Building Proposal (W.S.)  
 H & K/West, East, P. Ward.



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No. BB/CE/6354 /BS-LOS /A/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 utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the deposits of building materials shall be constructed before starting any work even though no material may be expected to be stored in front of the property. The scaffoldings, bricks, mortar, sand, pipes, cables, etc. should not be deposited over footpaths or public street by the owner, 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 obtaining 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 acknowledgement obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road on footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. \_\_\_\_\_ of \_\_\_\_\_ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted on 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 attached to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam and paving work and should be complete to the satisfaction of Municipal Commissioner before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete paving with broken glass pieces at the rate of 125 cubic meters per 10 sq. meters holding.
- (18) The compound wall or fencing should be constructed clear of the road widening side with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to save the owners' holding.
- (19) No work should be started unless the existing structures to be demolished are demolished.



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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 sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plan 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 nahanis 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

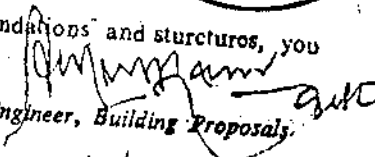
No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.

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 and the warning pipes of the ribbet pressed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently a ceasible by providing a firm ladder, the upper ends of the ladder should be earmarked and extended 40 cm above the top where they are to be fixed and its lower ends in cement concrete blocks.

No broken bottles should be fixed over boundary walls. This prohibition refers to bottles to not to the use of plane glass for coping over compound wall.

- (a) Louvres 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

Zones.....K/W.....Wards.....

२६२-९/
३२९   ३५



MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/6354/SH/MS/IA/IAK of - 6 NOV 1998  
COMMENCEMENT CERTIFICATE

To,

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

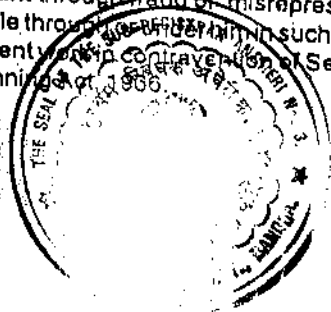
Sir,

With reference to your application No. 9392 dated 9.10.97 for Development Permission and grant of Commencement Certificate under Section 46 & 49 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. 1/48/1  
at premises at Street off J.P. Road village Oshivara  
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 extended period 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 plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.
  - (c) The Municipal Commissioner 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 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.



6354/SH/MS/IA/IAK  
235035  
2004

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

Asst. 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

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

Valid up to 5-11-2000

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

6354 / BSI/WS/AR of 26 NOV 1999

Further C.C. is now extended  
2.75 mtr height + LMR + O.H.W.T.

As per approved plan.

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

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

FOR  
MUNICIPAL CORPORATION FOR GREATER BOMBAY

Valid up to 5-11-2001

CE/ 6059 / BSI/WS/AR of 24 OCT. 2000

Further C.C. is now extended  
for H.I.A.S.M. height + LMR + O.H.W.T. on per

[Signature] A.P.D.D. 5/10/2000  
Asst. Engr. B. P. (WS) K/E/W/d. 24/10

बदर-९/  
३७/३७  
२००५



MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. CE/649/BSII/WS/OK

15 JUL 2002

FULL OCCUPANCY CERTIFICATE

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

Bz. Engineer Bldg. Proposal (W. S.)  
II. and ...  
Municipal Office, ...  
Bandra (West), Mumbai-400 050

The full development work of building Stilt + 12<sup>th</sup> + 13<sup>th</sup> (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,

*R* Executive Engineer, (Bldg. Proposals)  
Western Subs. K/West & P Wards.



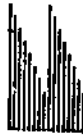
बदर-९/	
३९	३०
२००५	







ANNEXURE 'C'



**Mahimtura & Co.**

Advocates & Solicitors

S. C. Mahimtura  
B. D. Choudhary  
S. V. Dhond

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

S. G. Saleikar  
R. C. Kavina

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: mahcomp@bam5.vsnl.net.in

Ref. No.

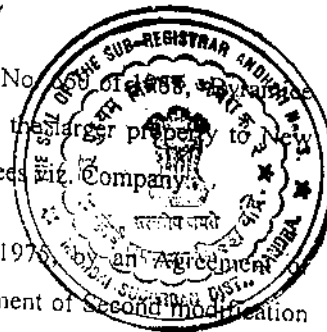
### Title Certificate

**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. 123 of 1968, 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, 1979, 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



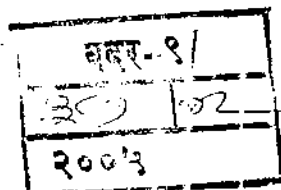
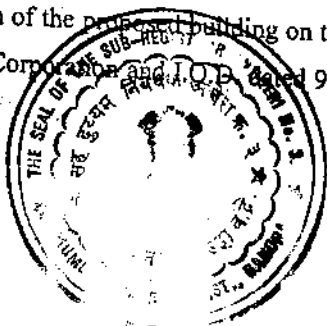
बदर-९/  
२००५

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 5<sup>th</sup> 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 11<sup>th</sup> 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 or its 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 23<sup>rd</sup> 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.B. dated 9<sup>th</sup> October, 1998 bearing No. CE/6354/WS/AK



and Commencement Certificate dated 6<sup>th</sup> 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:

All that piece or parcel of land or ground situate lying and being at Village Oshiwara, Taluka Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban containing by admeasuring 2202.6 square metres or thereabouts bearing 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:

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

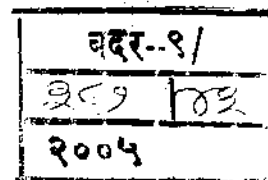
Dated this 4<sup>th</sup> day of December 2000



For Mahimtura and Company

*[Signature]*

Partner



12/01/2005

दुध्यम निबंधक:

दस्त गोषवारा भाग-1

वदर

5:19:29 pm

अंधेरी 3 (अंधेरी)

दस्त क्र 381/2005

दस्त क्रमांक : 381/2005







दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1	नाम: डॉ. लक्ष्मी यासुदेवन - पत्ता: घर/फ्लॅट नं: 4529 गल्ली/रस्ता: - ईमारतीचे नाम: त्रिभुवन ईमारत नं: 128 पेट/वसाहत: - शहर/गाव: चेंबूर मुं तालुका: - पिन: 89 पॅन नम्बर: -	लिहून घेणार वय 56 सही Lakshmi Yasudavan		
2	नाम: डॉ. सुंदर अय्यर - पत्ता: घर/फ्लॅट नं: दरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाम: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय 28 सही Sundar		
3	नाम: मे/- समर्थ डेव्ह कॉर्पोरेशन चे संचालक विकास कमलाकर यालावरकर तर्फे मुखत्यार सुदर्शन शर्मा पत्ता: घर/फ्लॅट नं: 11 गल्ली/रस्ता: - ईमारतीचे नाम: सुयश ईमारत नं: - पेट/वसाहत: गो	लिहून देणार वय 66 सही Sundar		

वदर-९/

२००५



दस्तावेज करून देणार तथाकथीत [करारनामा] दस्तावेज करून दिल्याचे कबूल करतात.

1 OF 1

12/01/2005 5:19:29 pm

दुय्यम निबंधक: अंधेरी 3 (अंधेरी)

दस्त गोषवारा भाग-1

बदर 9  
दस्त क्र 381/2005

दस्त क्रमांक : 381/2005  
दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: डॉ. लक्ष्मी वासुदेवन -  
पत्ता: घर/फ्लॉट नं: 4529  
गल्ली/रस्ता: -  
ईमारतीचे नाव: त्रिभूवन  
ईमारत नं: 128  
पेट/यसाहत: -  
शहर/गाव: बेंबूर मुं  
तालुका: -  
पिन: 89  
पैन नम्बर: -

लिहून घेणार

वय 56

सही

Lakshmi Vasudavan



2 नाव: डॉ. सुंदर अय्यर ---  
पत्ता: घर/फ्लॉट नं: वरीलप्रमाणे  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/यसाहत: -  
शहर/गाव: -  
तालुका: -  
पिन: -  
पैन नम्बर: -

लिहून घेणार

वय 28

सही

Sunder



3 नाव: मे/- समर्थ डेव्ह कॉर्पोरेशन चे संचालक विकास  
कमलाकर वालावरकर तर्फे मुखत्यार सुदर्शन शर्मा  
पत्ता: घर/फ्लॉट नं: 11  
गल्ली/रस्ता: -  
ईमारतीचे नाव: सुयश  
ईमारत नं: -  
पेट/यसाहत: गो

लिहून घेणार

वय 66

सही

Sundar



बदर-९/  
३८९ १८  
२००५



दस्तऐवज करून देणार तयाकधीत [करारनामा] दस्तऐवज करून दिव्याचे कवूल करतात.



दस्त गोषवारा भाग - 2

बदर 9

दस्त क्रमांक (381/2005)

दस्त क्र. [बदर9-381-2005] चा गोषवारा  
बाजार मुख्य : 1538000 मोबदला 1504000 भरलेले मुद्रांक शुल्क : 61300

पावती क्र.: 377 दिनांक: 12/01/2005

पावतीचे वर्णन

नांव: डॉ. लक्ष्मी वासुदेवन - -

दस्त हजर केल्याचा दिनांक : 12/01/2005 05:14 PM

निष्पादनाचा दिनांक : 11/01/2005

दस्त हजर करणा-याची सही :

*Lakshmi Vasudevan*

15550 : नोंदणी फी

980 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

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

16530 : एकूण

दस्ताचा प्रकार : 25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 12/01/2005 05:14 PM

शिक्का क्र. 2 ची वेळ : (फी) 12/01/2005 05:18 PM

शिक्का क्र. 3 ची वेळ : (कबुली) 12/01/2005 05:19 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 12/01/2005 05:19 PM

दु. निबंधकाची सही, अंधेरी 3 (अंधेरी)

दस्त नोंद केल्याचा दिनांक : 12/01/2005 05:19 PM

ओळख :

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

1) शेखर चव्हाण - , घर/फ्लॅट नं: 13

गल्ली/रस्ता: -

ईमारतीचे नाव: सहयाद्री

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: -

बदर--९/  
३७/७८  
२००५

प्रमाणित करणे व देणे की, या  
दस्ताचे कृपया कोटेशन नोंद घ्यावे.

सह. मुख्य निबंधक अंधेरी-क्र. ३,  
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही  
अंधेरी 3 (अंधेरी)



बदर-९/३७/२००५

पुस्तक क्रमांक: ३७/७८  
नोंद घ्या.

दिनांक: 12/01/2005

सह. मुख्य निबंधक अंधेरी-क्र. ३,  
मुंबई उपनगर जिल्हा.