

Purchaser hereby agrees and undertakes not to raise or make any objection to the grant of the portion of the said property in favour of the said Trust on perpetual leasehold basis either by the Owner or by the Society/s and the Purchaser agrees and understands that the Conveyance in favour of the said Society/s shall always be subject to the perpetual lease to be granted to the said Trust in respect of the said portion admeasuring 1600 sq. ft.

47. The Purchaser shall prior to being permitted to enter upon the said Premises pay to the Developers the proportionate share of service tax or works contract tax or any other like tax and TDS which may be levied by the concerned authorities under the provisions of the Income Tax Act, 1961 or under any other act or statute of the State Government for or in respect of the proposed building/s on the said property.

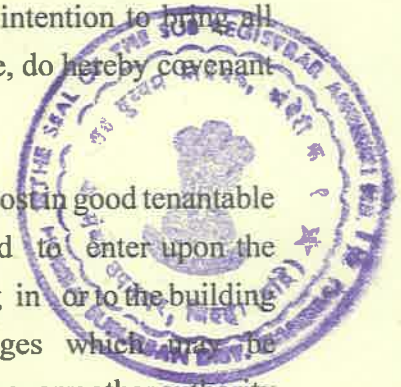
48. The Purchaser shall lodge this Agreement for registration with the proper Sub-Registrar of Assurances, at his/her cost (registration charges, stamp duty etc.) within the time specified for the purpose under the provision of the Indian Registration Act and the Developers shall upon being duly notified attend the office of the concerned Sub-Registrar and admit execution thereof.

49. The Purchaser shall at no time demand partition of his/her interest in the said building and/or property, it being hereby agreed and declared by the Purchaser that his/her such interest in the said property is and shall remain impartible.

50. The Purchaser or himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, do hereby covenant with the Developers as follows:-

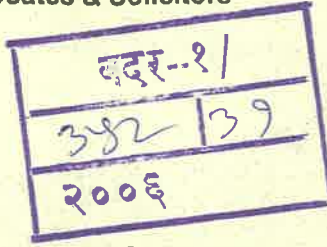
(a) to maintain the said Premises at Purchaser's own cost in good tenantable repair and condition from the date he/she is permitted to enter upon the flat/premises and shall not do or suffer to be done anything in or to the building in which the said Premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building/s in which the flat/premises is situated and the said Premises itself or any part thereof;

(b) Not to store in the said Premises any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Premises is situated or storing of which:



**ANNEXURE - A**  
**Mahimtura & Co. (Suburban)**  
Advocates & Solicitors

B. N. Panchal (Mrs.)  
S. C. Mahimtura



G-16, Vireshwardhara,  
117-A, Bajaj Road, Vile Parle (W),  
Mumbai 400 056.  
Tel.: Off.: 2618 4458, 2618 3679, 2611 9092

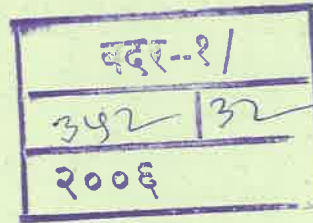
In the matter of property situate at Village Majas, Jogeshwari (E), Mumbai 400 060, bearing Plot No.17A of the Jogeshwari Scheme, bearing CTS Nos. 365, 365/1 to 365/18 of Village Majas, Taluka Andheri within the Registration District and Sub-District of Mumbai City and District Mumbai Suburban admeasuring 1401 sq.yds. according to the Deed of Lease and admeasuring 1154.90 sq.mtrs. according to the Property Register Cards together with the structures standing thereon.

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THIS IS TO CERTIFY THAT we have investigated the title of SHRI. AMBADAS SHIVRAM THAKARE (hereinafter called "the Owner") in respect of the property above referred to and we have to state as follows:-

1. We have caused to be taken searches in the matter at, Bandra and Mumbai Sub Registries from 1960 to 2002 respectively and we find that the searches do not reveal any encumbrances on the property above referred to.
2. We have issued Public Notices in the newspapers inviting claims, if any, from the members of the public to the property above referred to and we state that till date we have not received any claims in response to the said Public Notices.





3. One late Shri. Jivatlal Purtapshi as partner of M/s.Jivatlal Purtapshi being seized and possessed of or otherwise well and sufficiently entitled to the property above referred to more particularly described in the Schedule hereunder written had by an Indenture of Lease dated 2<sup>nd</sup> July 1958 registered with the Sub-Registrar of Assurances at Bombay under Serial No.4612 of 1958 of Book No.I, dated 5<sup>th</sup> September 1958 made between the said M/s. Jivatlal Purtapshi therein called the Lessor of the One Part and Shri. Ambadas Shivram Thakare therein called the Lessee (being the Owner herein) of the Other Part, the said M/s. Jivatlal Purtapshi demised unto and in favour of the Owner the said property for a term of 99 years commencing from the 15<sup>th</sup> day of the month following the date of execution of the Deed of Lease at the yearly rent thereby reserved and on the terms, conditions and covenants therein contained. The aforesaid Indenture of Lease dated 2<sup>nd</sup> July, 1958 is hereinafter referred to as "the said Lease".

4. By a Deed of Assignment of Reversionary Rights dated 17<sup>th</sup> October, 1994 registered with the Sub-Registrar of Assurances at Bombay under Serial No.BBJ-1373/94 of 1994, made between the said M/s. Jivatlal Purtapshi therein called the Assignor of the One Part and the Owner herein therein called the Assignee of the Other Part, in consideration therein mentioned, the said M/s. Jivatlal

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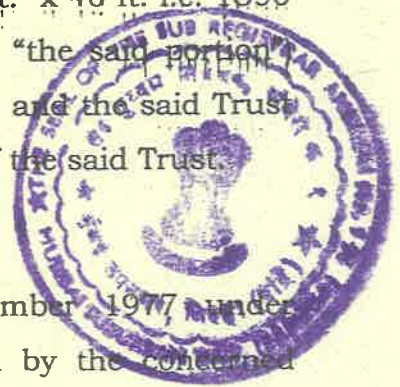
|        |    |
|--------|----|
| वदर-१/ |    |
| 342    | 33 |
| २००६   |    |

Purtapshi did thereby assign and sell their reversionary rights in the said property unto and to the use of the Owner herein so that the leasehold rights of the Owner merged into the reversionary rights with the end and intent that the Owner became the sole and absolute Owner of the said property.

5. In the circumstances aforesaid the Owner became seized and possessed of or otherwise well and sufficiently entitled to the said property more particularly described in the Schedule hereunder written.

6. Under a Deed of Trust dated 1<sup>st</sup> October 1986, the Owner has granted to one Gajanan Maharaj Mandir Trust, a Public Charitable Trust registered under the Public Charitable Trust Act, 1950 under No. PTR-E-12150 (Mumbai) on the 27<sup>th</sup> March 1989, (hereinafter called "the said Trust") a portion admeasuring 40 ft. x 40 ft. i.e. 1600 sq.ft. approximately (hereinafter called "the said portion" out of the said property to the said Trust and the said Trust is using the said portion for the objects of the said Trust.

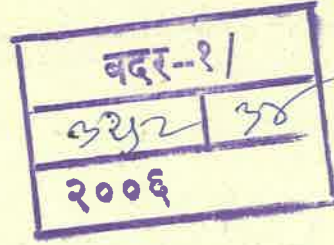
7. By an Order dated 9<sup>th</sup> September 1977 under No.DCA/ENCA/14, Pratapnagar, passed by the concerned authorities under the provisions of the Maharashtra Slum



FM

*[Handwritten signature]*

*[Handwritten signature]*

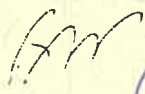




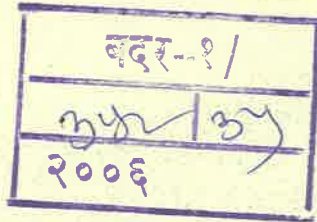
Areas (Improvement, Clearance and Redevelopment) Act, 1971, the said property has been declared to be a "Slum Area" and the Government of Maharashtra under Gazette dated 29<sup>th</sup> September 1977 has notified the said property as "Slum Area".

8. By a Development Agreement dated 12<sup>th</sup> July 2005 registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-9/7103 of 2005 made between the Owner of the One Part and one Sonal Contractors Pvt. Ltd., therein called the Developers of the Other Part, the Owner has agreed to grant to the said Sonal Contractors Pvt. Ltd., the development rights in respect of the said property above referred to more particularly described in the Schedule hereunder written at or for the consideration and on the terms and conditions therein contained.

9. In the circumstances aforesaid we hereby certify that in our opinion subject to the occupation by the Trust of the said portion admeasuring 40 ft. x 40 ft. i.e. 1600 sq.ft. approximately the title of the Owner to the property above referred to more particularly described in the Schedule hereunder written, is marketable and free from all encumbrances and we further certify that in our opinion the said Sonal Contractors Pvt. Ltd., are entitled to develop the





said property in accordance with the provisions of the Slum Act and sell, lease or otherwise transfer and enter into Agreements for Sale or transfer of the premises comprised in the Free Sale Component in the building/s proposed to be constructed by them on the above property as per the terms and conditions of the Slum Rehabilitation Scheme and in accordance with the plans to be sanctioned by the concerned authorities.

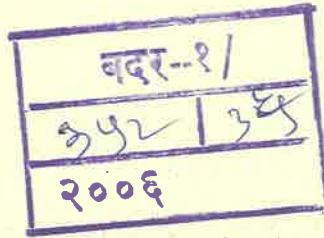
THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground situate at Village Majas, Jogeshwari (E), Mumbai 400 060, bearing Plot No.17A of the Jogeshwari Scheme, bearing CTS Nos. 365, 365/1 to 365/18 of Village Majas, Taluka Andheri within the Registration District and Sub-District of Mumbai City and District Mumbai Suburban admeasuring 1401 sq.yds. according to the Deed of Lease and admeasuring 1154.90 sq.mtrs. according to the Property Register Cards together with the structures standing thereon assessed by the Assessor and Collector, Municipal Rates and Taxes under KE Ward No. K-4596-3, 3A, 3B and 3C and bounded as follows, i.e. to say:-



*[Handwritten signature]*

*[Handwritten signature]*



- On or towards the North: Partly by Jogeshwari –  
Vikhroli Link Road  
and partly by land bearing  
CTS No.375 (Part);
- On or towards the South: By 20' wide D.P.Road;
- On or towards the East : By land bearing CTS No.366  
and
- On or towards the West : By land bearing CTS No.319.

Dated this 10<sup>th</sup> day of October 2005

For M/s.Mahimtura & Co., (Suburban)

Partner



# ANNEXURE - B

मालमत्ता पत्रक

बदर--१/  
३५२/३७  
२००६

गाण/भाजे - मजास भाग-३

तालुका/न.भू.मा.का. -- न.भू.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

पत्रांक/नं. मालमत्ता पत्रक/नं. क्षेत्र/नं. धारणाधकार शासनाला दिलेल्या अकरापांचा किंवा भाड्याचा तपशील अर्थात त्याच्या फेर तपशीलांचे निदान घेऊन।

३६५-२ १.६ क मि.स.न.३६५ प्रमाणे

धारक

ज्या मूळ धारक श्री. जयवंतमान प्रतापराव

पत्ता श्री. ग. एम. अकरे.

पत्ता

पत्ता

पत्ता

| क्र.     | व्यवहार                                   | खंड क्रमांक | नवीन धारक (धा)<br>पट्टेदार (प) किंवा भार (भा) | साक्षात्करण                      |
|----------|---|-------------|---|----------------------------------|
| ०६५/२१०० | विनगती आकार व मुदत सि. स. नं. ३६५ प्रमाणे |             |   | म्हणे<br>२४.०१.२००६<br>न.भू.अ.अ. |

पत्रक क्रमांक - पत्रक नक्कल - न.भू.अ.अंधेरी मुंबई उपनगर जिल्हा

बाब स्विकारण्याची तारीख। ३०/०१/०६  
नक्कल तयार करवून घ्याची तारीख। २६/०१/०६  
नक्कल दिठिची तारीख। २६/०१/०६  
नक्कल तयार करवून घ्याची तारीख। २६/०१/०६  
नक्कल तयार घ्याची तारीख। २६/०१/०६

एकूण नोंदी। १०  
नक्कल शुल्क। .....  
छापद शुल्क। .....  
एकूण शुल्क। .....



प्रमाणपत्र  
मिळविलेले पात्रिकेच्या प्रमाणित प्रतिका दाखवून  
शेअर ..... अधिकाऱ्याच्या कार्यालयात  
नोंद घ्यावी. याबाबतची नोंद घ्यावी.  
मीटिंग हे मूळ मिळविलेले पात्रिकेच्या कार्यालयात  
क्षेत्राच्या मालकाने घेतल्याची नोंद घ्यावी आहे।  
न.भू.अ.अंधेरी  
नगर भूसापन अधिकारी, अंधेरी

Handwritten signatures and initials at the bottom of the page.



# ANNEXURE - D

## SLUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

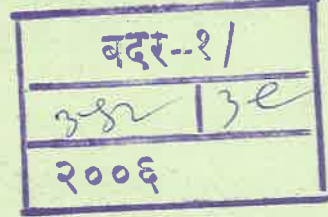
No. SRA/ENG/1525/KE/PL/AP

COMMENCEMENT CERTIFICATE

25 OCT 2005

To,

M/s. Sonal Contractors Pvt. Ltd.



Sir,

With reference to your application No. 5856 dated 16/9/05 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. \_\_\_\_\_ C.T.S. No. 365,365/1 roof stage Majas T.P.S. No. \_\_\_\_\_ ward K/E Co. situated at Jogeshwri Vikroli link Road

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned In LOI U/R No. SRA/ENG/961/KE/PL/LOI dt. 13/7/05  
IOA U/R No: SRA/ENG/1525/KE/PL/AP dt. \_\_\_\_\_  
and on following conditions. 25 OCT 2005


1. The land vacated in consequence of 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 reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) 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 condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
  - (c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
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 C.E.O. (SRA) has appointed Shri. V. P. Kharche

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

This C.C. is granted for work up to plinth level only for rehab wing 'A'

For and on behalf of Local Authority  
The Slum Rehabilitation Authority

  
24/10/05  
Executive Engineer (SRA) III  
FOR (I/C)  
CHIEF EXECUTIVE OFFICER  
(SLUM REHABILITATION AUTHORITY)