

AGREEMENT FOR SALE

THE TRANSFERORS

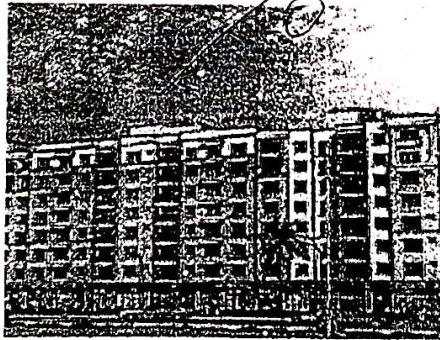
Mr. AKHILESH MAYASHANKAR CHAUBEY &
Mr. ALOK MAYASHANKAR CHAUBEY

THE TRANSFEREES

Mr. MAXWELL PEERIZE & Mrs. NEETU MAXWELL PEERIZE

PREMISES:

Flat No. 504, 'H' Wing, 5th floor,
Gokul Vihar 'H' wing Co-op. Hsg. Soc. Ltd.;
Thakur Complex, Kandivali (East), Mumbai - 400 101.



ESTATE AGENT
GHARONDA ESTATE CONSULTANT

Shop No. 1, Gokul Avenue, Thakur Complex,
Kandivali (East), Mumbai 400 101.
Tel.: 2294 5612, Email: gharondaestate@yahoo.com

PRINTED BY

R. S. ASSOCIATES

Shop No. 16, V Mall, Thakur Complex,
Kandivali (E), Mumbai - 400 101.
Tel.: 98206 26426



Thursday November 19 2009
2:22:42 pm

पावती

Original
नोंटपी 39 म.
Regn 39 M

Customer's Copy

पावती क्र. : 1567
दिनांक : 19/11/2009

पावती संतऱ : धीयम्बर

रस्तऐवजाचा अनुक्रमांक : घट्टर16 - 1564 - 2009

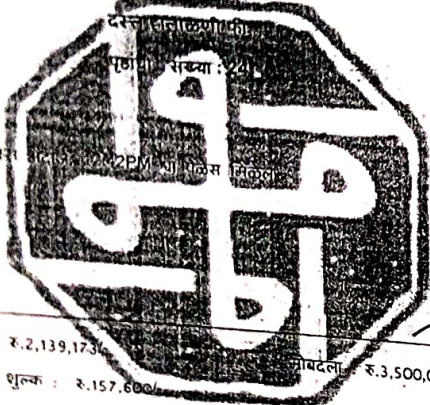
रस्त ऐवजाचा प्रकार : करारनामा

घट्टर करणाऱ्याचे नाव : मेकमटेल - विरिड्ड

नोंटपी मती

दस्तावेजाचा मती : रु.30,000.00

मती संख्या : 24 : रु.500.00



एकुण रु.30,500.00

पावतीस हा टट्टर

(Signature)
सर दु. लि. बोरीवली 7

माजार मूल्य : रु.2,139,173/-

रस्तऐवजाचा शुल्क : रु.157,600/-

घट्टरदस्तावेजाचा शुल्क : रु.3,500,000/-

1) ट्टेयकाचा प्रकार : By Demand Draft रक्कम: रु.30,000/-
ड्रीडी/ घनादेश क्रमांक : 489580 दिनांक : 18/11/2009 मुंबई उपनगर जिल्हा
बँकेचे नाव घ घता : भारतीय स्टेट बँक
2) ट्टेयकाचा प्रकार : By Cash रक्कम: रु.500/-

सह. दुय्यम निबंधक बो.
मुंबई उपनगर जिल्हा

Customer's Copy

THE KAPOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP

Branch: BORNALI Date: 18/11/09
Pay to: Acct. Stamp Duty 209542

Franking Value	Rs. <u>1,57,600/-</u>
Service Charges	Rs. _____
TOTAL	Rs. _____

Name of the person for whom stamp duty is impressed _____

Name & Address of the Stamp duty paying party
MR. Maxwell Peerize
Mrs. Neetu M. Peerize
Tel./Mobile No. 9820 2695 94

DD / Cheque No. _____
Drawn on _____
Tran ID _____
Franking Sr. No. _____

Cashier _____ Officer _____

Customer's Copy

THE KAPOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP

Branch: BORNALI Date: 18/11/09
Pay to: Acct. Stamp Duty 209548

Franking Value	Rs. _____
Service Charges	Rs. <u>20/-</u>
TOTAL	Rs. <u>20/-</u>

Name of the person for whom stamp duty is impressed _____

Name & Address of the Stamp duty paying party
MR. Maxwell Peerize
Mrs. Neetu M. Peerize
Tel./Mobile No. 9820 2695 94

DD / Cheque No. _____
Drawn on _____
Tran ID _____
Franking Sr. No. _____

Cashier _____ Officer _____

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this 19th day of NOV. 2009, BETWEEN Mr. AKHILESH MAYASHANKAR CHAUBEY, Age 33 yrs, & Mr. ALOK MAYASHANKAR CHAUBEY, Age 35 yrs., both adults, Indians inhabitants of Mumbai owner of: Flat No. 504, in 'H' Wing, on 5th floor of Gokul Vihar 'H' wing Co-op. Hsg. Soc. Ltd., Thakur Complex, Kandivali (East), Mumbai - 400 101., hereinafter called "THE TRANSFERORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, legal representatives and permitted assigns) of the ONE PART;

AND

Mr. MAXWELL PEERIZE, Age 35 yrs, & Mrs. NEETU MAXWELL PEERIZE, Age 35 yrs, both adults, Indian inhabitant, residing at : Flat No. C-404, Jasmine, Poonam Complex, 90 feet Road, Thakur Complex, Kandivali (East), Mumbai 400 101, hereinafter called "THE TRANSFEREES" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, legal representatives and permitted assigns) of the OTHER PART

वदर-१६
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M. Peerize
THE KAPOL CO-OP. BANK LTD.
The Kapol Co-operative Bank Ltd.,
Bornali Branch, Bhamburda Bazaran,
S.V. Road Bornali (W).
Mumbai - 400 092.
Authorized Signatory: C.R. 1061029/05/2005-2008

INDIA
STAMP DUTY MAHARASHTRA
शुद्ध 41944
179569
NOV 18 2009
SPECIAL REGISTER
16:48

Peerize
Peerize

WHEREAS

It has been represented by the Transferors to the Transferees as followed:-

(i) Messrs Dharti Builders & Developers Private Ltd., a firm having their Registered address at: Ganesh Bhuvan, S.V. Road, Kandivali (East), Mumbai 400 67, developed the land more particularly described in the Schedule hereunder and constructed Flats/Shops therein in Building known as 'Gokul Vihar'.

(ii) Pursuant to an Agreement for Sale dated 3rd day of June 1993, made and entered into between the said Messrs Dharti Builders & Developers Private Ltd., therein referred to as "The Promoters" of the ONE PART; and Mr. Shyam Omprakash Pandey therein referred to as "The Flat Purchasers" of the OTHER PART; [Registered with the Joint Sub Registrar, Mumbai, under Registration No. BDR6 8756/2009 dated 09.10.2009]. The said Messrs Dharti Builders & Developers Private Ltd., agreed to sell and the said Mr. Shyam Omprakash Pandey agreed to purchase and accordingly purchased a residential premises bearing Flat No. 504, 'H' wing, 5th floor [measuring 450 Sq. ft. Carpet i.e. Equivalent to 540 Sq.ft. Built-Up], of the building known as "Gokul Vihar", situated at: Thakur Complex, Kandivali (East), Mumbai - 400 101., more particularly described in the Schedule hereunder (hereinafter referred to as "The Said Premises") together with all rights, title, interest and benefits, and on the terms and conditions and of the consideration mentioned therein; The Building was constructed in the year 1996 with Still plus 7 Upper Floors (with 'Lift' facility);

(iii) And in terms of the said Agreement for Sale dated 03/06/1993, the said Mr. Shyam Omprakash Pandey, having paid the entire agreed consideration for the said premises to the said Promoters viz., Messrs Dharti Builders & Developers Private Ltd., there put in vacant possession of the said premises and have since then been holding the said premises as the absolute and exclusive owners thereof.

(iv) A Co-operative Housing Society of the Flat Owners of the said building "Gokul Vihar" has been registered under the name and style of "Gokul Vihar 'H' Wing Co-operative Housing Society Ltd., a society registered under the provisions of Maharashtra Co-op. Societies Act 1960



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Handwritten signatures and initials at the bottom of the page, including the name 'Realize'.

under Registration No. BOM/WR/HSG/TC/9585/96-97 dated 14.01.97, (hereinafter referred to as "the SAID SOCIETY") with its registered office in the same building and being the members of the said society, the Transferor is the registered holder of the five fully paid up shares each bearing Distinctive Nos. 106 to 110 under Share Certificate No. 22 of the total value of Rs. 250/- (hereinafter referred to as "the SAID SHARES") of the said society standing in his name and whereas such member and share holder has full rights and interest and ownership and possession of the said premises in the said society's building.

(iv) By an Agreement for Sale of Flat dated 24.10.2003 [registered with the Joint Sub-Registrar, Mumbai under Registration No. BDR5 8859/2003 dated 28/10/2003] the said Mr. Shyam Omprakash Pandey sold the said premises to Mr. Akhilesh Mayashankar Chaubey & Mr. Alok Mayashankar Chaubey [The Transferors herein] for the consideration and on the terms and conditions mentioned therein; and the said Mr. Akhilesh Mayashankar Chaubey & Mr. Alok Mayashankar Chaubey [The Transferors herein] having paid the entire agreed consideration to the said Mr. Shyam Omprakash Pandey in terms thereof was put in vacant possession of the said premises and the said Shares, duly recorded the same on the backleaf of the Share Certificate No. 22 on 06.08.2006 and ever since been holding the said premises as the absolute and exclusive owners thereof;

(v) By virtue of the aforesaid facts, the Transferors herein are absolutely possessed of and seized of and otherwise well and sufficiently entitled to the said flat and have every right to sell and transfer the said Flat No. 504, 'H' wing, 5th floor, in the Building known as Gokul Vihar Housing Society Ltd., to the Transferees herein.

(vi) The Transferors have agreed to transfer their rights to occupy the said flat and all the rights, title and interest therein as well as to transfer their shares in the said society with deposits and contributions made by the Transferors with the society and various other facilities like Electricity deposit etc., to the Transferees on consideration and on the terms and conditions hereinafter appearing.

Co-op
4483
2008



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Handwritten signatures and the word 'Receipt' are present at the bottom of the page.

1. The TRANSFERORS hereby declare and confirm that what is recited hereinabove in respect of the said flat and the said shares shall be treated as representations and irrevocable declarations on their part. The TRANSFERORS hereby confirm that the TRANSFEREES has agreed to purchase the said flat and the said Shares relying upon the correctness of the declarations and representations made by the TRANSFERORS in these presents.

2. The TRANSFERORS hereby agree to sell, transfer, assign and assure to the TRANSFEREES and the TRANSFEREES agree to purchase all the rights, title and interests of the said shares and the said flat Viz. **Flat No. 504, 'H' wing, 5th floor**, in the Building known as Gokul Vihar 'H' wing Co-op. Housing Society Ltd.", situated at Thakur Complex, Kandivli (East), Mumbai 400 101, more particularly described in the schedule herein for a total consideration of **Rs. 35,00,000/-** (Rupees Thirty Five Lakhs only) to be paid by the TRANSFEREES to the TRANSFERORS in the following manner:

(a) A sum of **Rs. 5,25,000/-** (Rupees Five Lakhs Twenty Five Thousand only) has been paid by the Transferees as and by way of the part consideration as mentioned in the receipt hereto towards the purchase of the said flat and said shares before the execution of these presents; the Transferors hereby admits and acknowledges the receipt of the part consideration and give valid discharge to that part hereof.

(b) The balance Sum of about **Rs. 29,75,000/-** (Rupees Twenty Nine Lakhs Seventy Five Thousand only) will be paid to the Transferors on behalf of the Transferees by bank through which the Transferees seeks a loan towards full & final consideration for the said premises, by availing housing loan from the housing finance company on or before

3. The society transfer charges shall be payable by the Transferees in equal share.

4. The Transferors will submit form 201A & 201B to the **Gokul Vihar H wing Co-op. Hsg. Soc. Ltd.**, for transferring the said flat in the name of the Transferees as required by Bye-Laws of the said society.

5. The Transferors declare that they have paid all the amounts due and payable to the said society.

6. The Transferors on receipt of full consideration shall grant,

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assure, assign and transfer all their rights, title, deposit, if any and interest in the said flat to the Transferees and hand over the quiet and vacant possession of the said flat to the Transferees.

7. The Transferors hereby declare that they have good right and absolute authority to enter into this Agreement and transfer the said flat and the Transferors have not done any acts, matters or things whatsoever whereby the Transferors are prevented from agreeing to transfer or assign the said flat in favour of the Transferees herein.

8. The Transferors hereby covenant with the Transferees as follows:

i) That the Transferors are the absolute owner of the said flat and no other person or persons has or have any right, title, interest, property claim or demand of any nature whatsoever unto or upon the said flat either by way of sale, charge mortgage, lien, gift, trust, lease, assignment or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same to the Transferees.

ii) That the Transferors have duly observed and performed the rules and regulations of the society and paid upto the completion of the sale their contribution in the nature of outgoings, dues, taxes etc. to the society/ concerned authorities.

iii) That the Transferors have not created any charge or encumbrance of whatsoever nature in respect of the said flat and the said flat is not a subject matter of any litigation nor is the same attached in execution of any decrees nor has the Transferors created any right in favour of any one in respect of the said flat.

(iv) That the Promoters has no claim against the said flat/shares or the Transferors of whatsoever nature.

(v) That when the Transferors purchased the said flat they were satisfied that the title to the said flat was clear, marketable and is even now clear and marketable.

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(vi) That the Transferors shall who ever required to do so from time to time and at all the time hereafter execute and sign or cause to be executed and signed all such letters, orders, receipts, deeds, documents, writings and papers, if any, for more fully securing, assuring and effectually transferring the said flat unto and to the use of the Transferees forever.



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the said flat to the Transferees herein on receipt of the full and final consideration.

16) The Transferees shall not be called upon by the Transferors to make additional payment of any other sum of money other than that has been expressly agreed upon in these presents.

17) The Transferors declare that on and after execution hereof or on giving possession of the said flat, the Transferees shall be exclusive owner of the right, title and interest which the Transferors have in the said flat and then the transferees shall quietly and peacefully hold, possess, occupy and enjoy the said flat without any let or hinderance or denial or demand or interruption or eviction or claim by the Transferors or any other person or persons lawfully or equitably claiming through under or interest for the Transferors.

THE SCHEDULE OF THE SAID PROPERTY

Flat No. 504, in 'H' wing, on 5th floor, of Gokul Vihar Co-op. Housing Society Ltd., situated at Thakur Complex, Kandivli (East), Mumbai - 400 101, [ad-measuring 450 Sq. ft. Carpet i.e. Equivalent to 540 Sq.ft. Built-Up], "R" South ward, Situated at village Poisar Taluka Borivali on all pieces or parcels of land, bearing C.T.S. No. 584 & 586, lying and being in the Registration District and Sub District of Mumbai City and Mumbai Suburban, of Brihanmumbai Mahanagar Palika, the Building is having + upper floors with "Lift" and the year of construction is

[Handwritten signature]

Perize

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[Handwritten initials]

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND THE YEAR FIRST HERE IN ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
By the withinnamed "THE TRANSFERORS"

Mr. AKHILESH MAYASHANKAR CHAUBEY &
PAN CARD No.



Akh

Mr. ALOK MAYASHANKAR CHAUBEY
PAN CARD No.



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in the presence of



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Date

11/09

SIGNED, SEALED AND DELIVERED
By the withinnamed "THE TRANSFEREES"

Mr. MAXWELL PEERIZE &
PAN CARD No. AHNP0082 F



Maxwell

Ms. NEETU MAXWELL PEERIZE
PAN CARD No. A.P.T.P.S.5437 F



Peerize

in the presence of



बदल-१६
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२००९

5. 20,00,000

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

Gen.-162

बृहन्मुंबई महानगरपालिका
BRIHANMUMBAI MAHANAGARPALIKA

NO.CHE|B992|BP (WS) |AR

TO:
M/s.Emvi Estates Pvt.Ltd.,
C.A. to Owner.

Sub : Permission to occupy the completed bldg.
on plot bearing C.T.S.No.584 & 586 of
village Poiser, Kandivali (E).

Ref : Your Lic.Surveyor's letter under No.
SBS|2155 dtd. 1.1.96

Sirs,

The development work of bldg. i.e. Wing-A Stilt + 2 upper
floors & Wing-B Stilt. + 7 upper floors, situated at Thakur Complex
C.T.S.No.584, 586, Kandivali ((E), completed under supervision
of Lic.Surveyor Shri S.D.Shah, Licence No.S|372, Lic.Struct.
Engineer Shri Harshad Gokani, having Licence No.G-31, may be
occupied on the following conditions :-

- (1) That the certificate u/s 270A of B.M.C.Act shall be
obtained from A.E.W.W.R|South and a certified copy
of the same shall be submitted to this office.
- (2) That the Co-Op.Hsg.Society shall be formed and registered
within six months from the date of issue hereof or
before B.C.C., whichever is earlier

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Yours faithfully,

Sd/-
Executive Engineer Bldg.Prop. (WS) 'R'

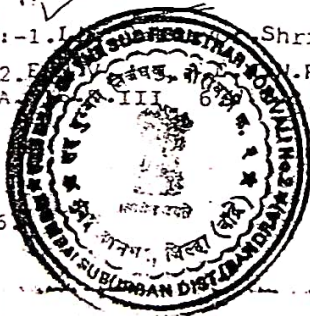
11 JUN 1996

Copy to:- 1. Shri S.B.Shah
2. R/S 4.A.A.& C.R/S
S.A. III 6/S 7.Dy.C.E. (D.P.)

Ex.Eng. Bldg.Prop. (WS) 'R'

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SMB|11.6



गावाचे नाव : पोयसर

- (1) विलेखाचा प्रकार करारनामा
- (2) मोबदला रु.3,500,000/-
- (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) रु.2,139,173/-
- (4) भू-स्वतः,पोटहिस्सा व घरक्रमांक(असल्यास) सि.टी.एस. नंबर-584 पालिकेचे नाव: मुंबई सबय इतर वर्णन : सदनिका क्र 504, 5 वा मजला, एच विंग, गोकुळ विहार एच विंग को.ओप हौ सोसा लि, ठाकूर कॉम्पलेक्स कादिवली प. मुं-101
- (5) क्षेत्रफळ 50.18 चौ.मीटर
- (6) आकारणी किंवा जुडी देण्यांत असेल तेव्हा.
- (7) दस्तऐवज करत देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1) नाव:- अखिलेश मायाशंकर चौबे ;वय: 33;पता :-सदनिका क्र 504, 5 वा मजला, एच विंग, गोकुळ विहार एच विंग को.ओप हौ सोसा लि, ठाकूर कॉम्पलेक्स कादिवली प. मुं-101 पिन कोड:- 400101 पिन नंबर: 400101
- (8) दस्तऐवज करत देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 2) नाव:- अनिकेत मायाशंकर चौबे ;वय: 33;पता :-सदनिका क्र 504, 5 वा मजला, एच विंग, गोकुळ विहार एच विंग को.ओप हौ सोसा लि, ठाकूर कॉम्पलेक्स कादिवली प. मुं-101 पिन कोड:- 400101 पिन नंबर: 400101
- (9) दस्तऐवज करत दिल्याचा दिनांक 11/19/2009
- (10) दस्त नोंदणी केल्याचा दिनांक 11/19/2009
- (11) अनुक्रमांक,खंड व पृष्ठ 1564/2009
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क रु.157,600/-
- (13) बाजारभावाप्रमाणे नोंदणी शुल्क रु.30,000/-
- (14) शेरा

ADP/PC60/09

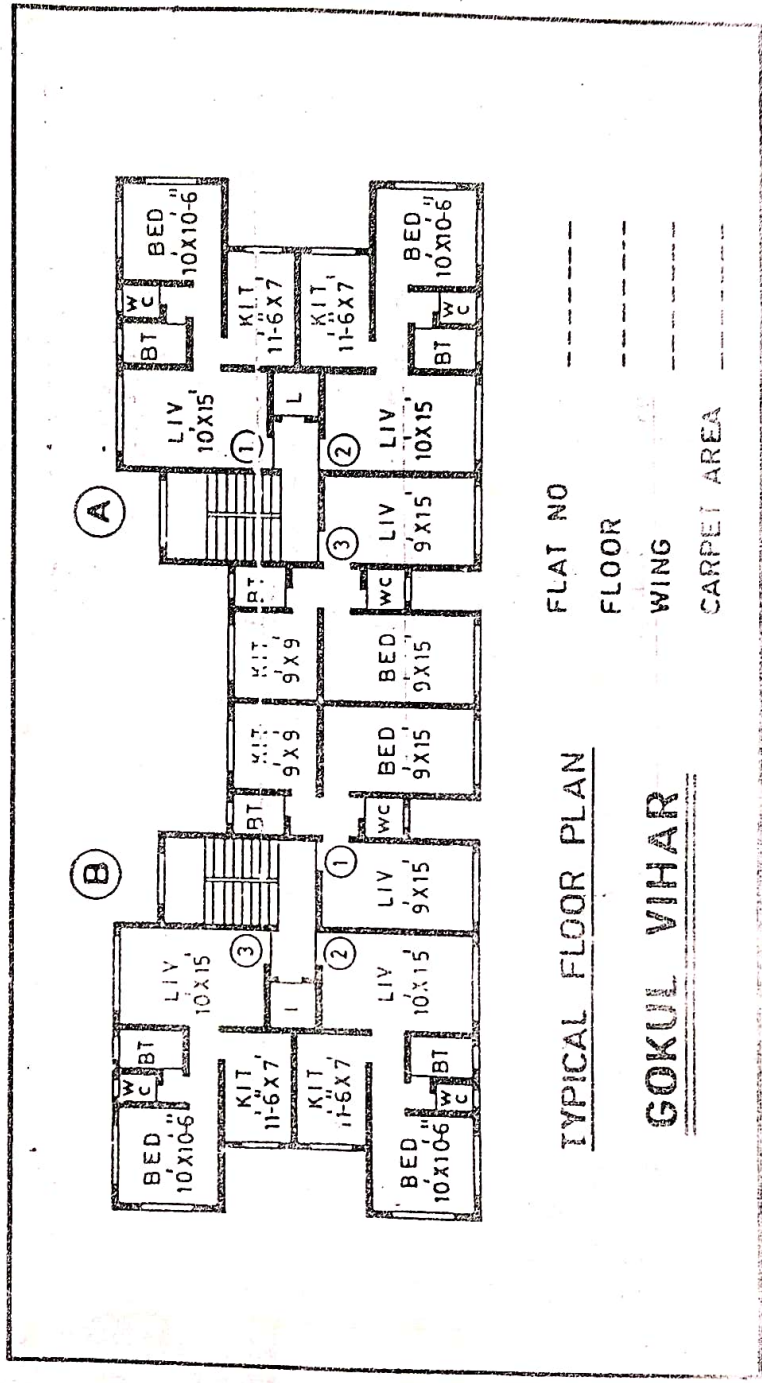
ADP/PC50/09

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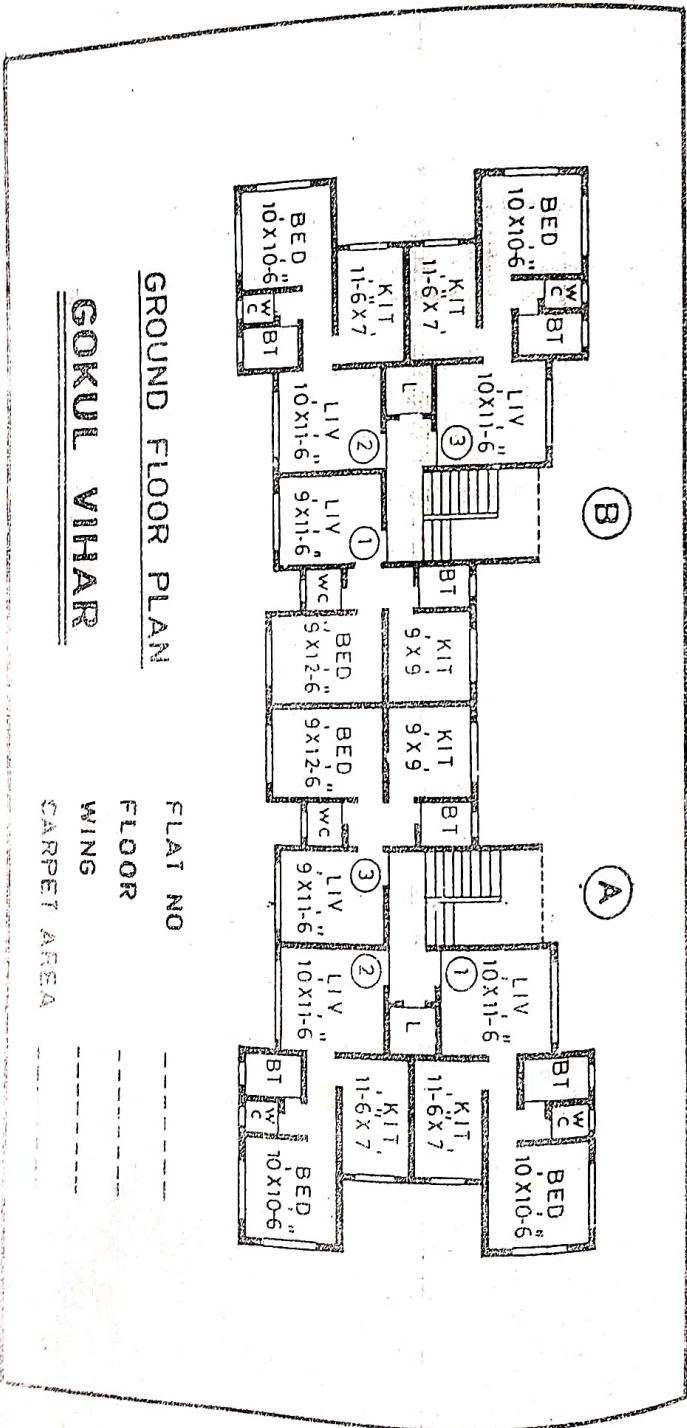


खरी प्रत
 कार. दुय्यम निबंधक, बोरीवली क्र. ७,
 मुंबई उपनगर जिल्हा.



TYPICAL FLOOR PLAN

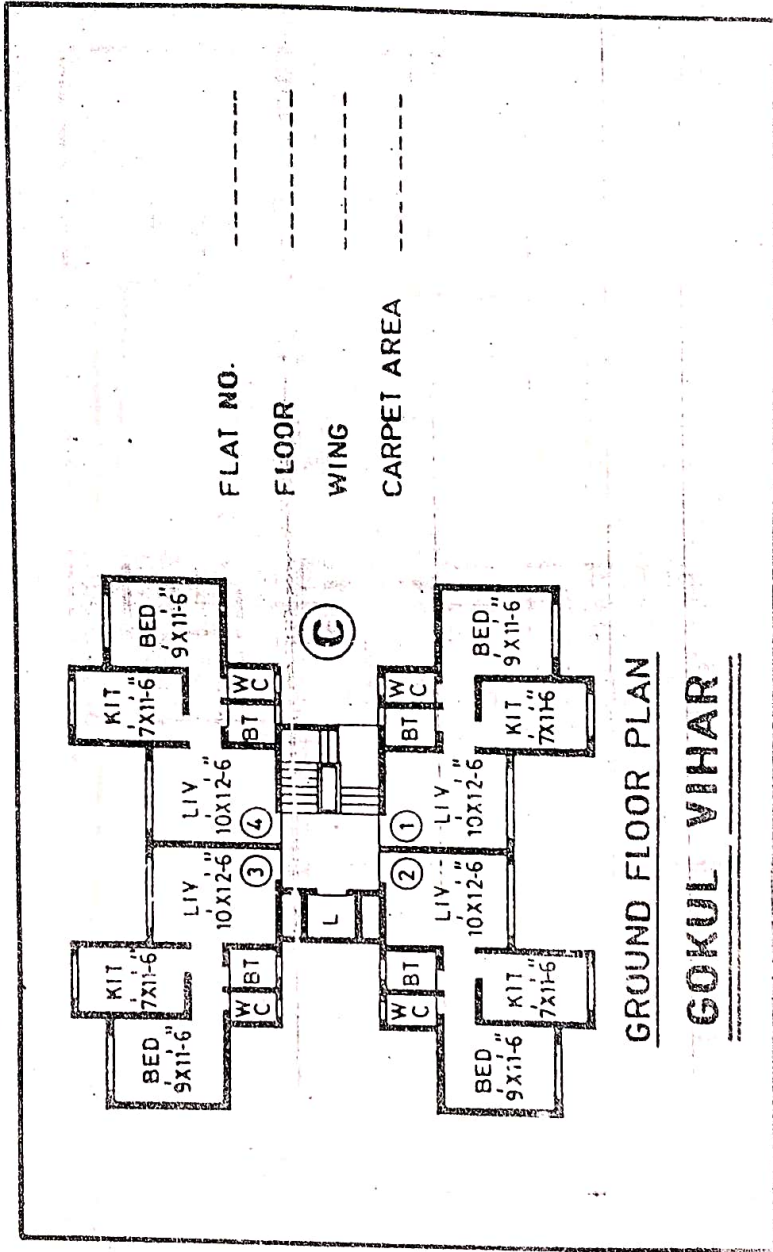
GOKUL VIHAR



GROUND FLOOR PLAN

GOKUL VIHAR

FLAT NO	---
FLOOR	---
WING	---
CARPET AREA	---



FLAT NO.

FLOOR

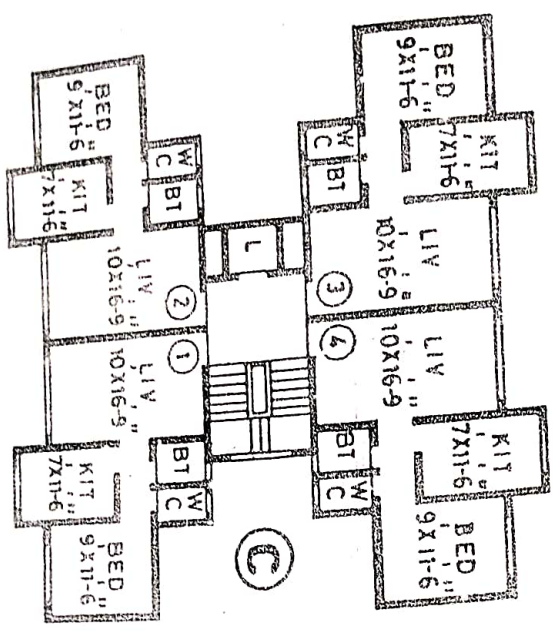
WING

CARPET AREA

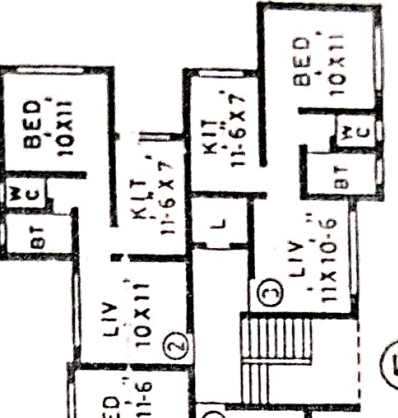
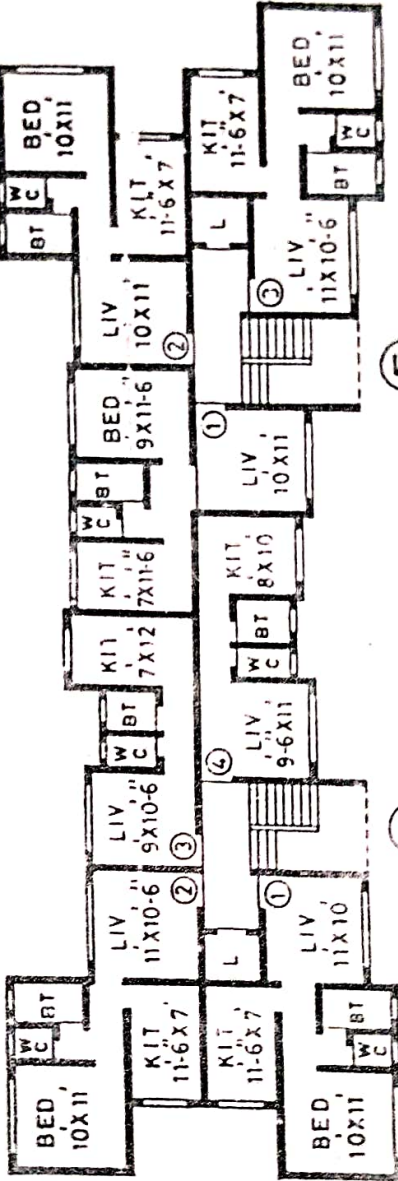
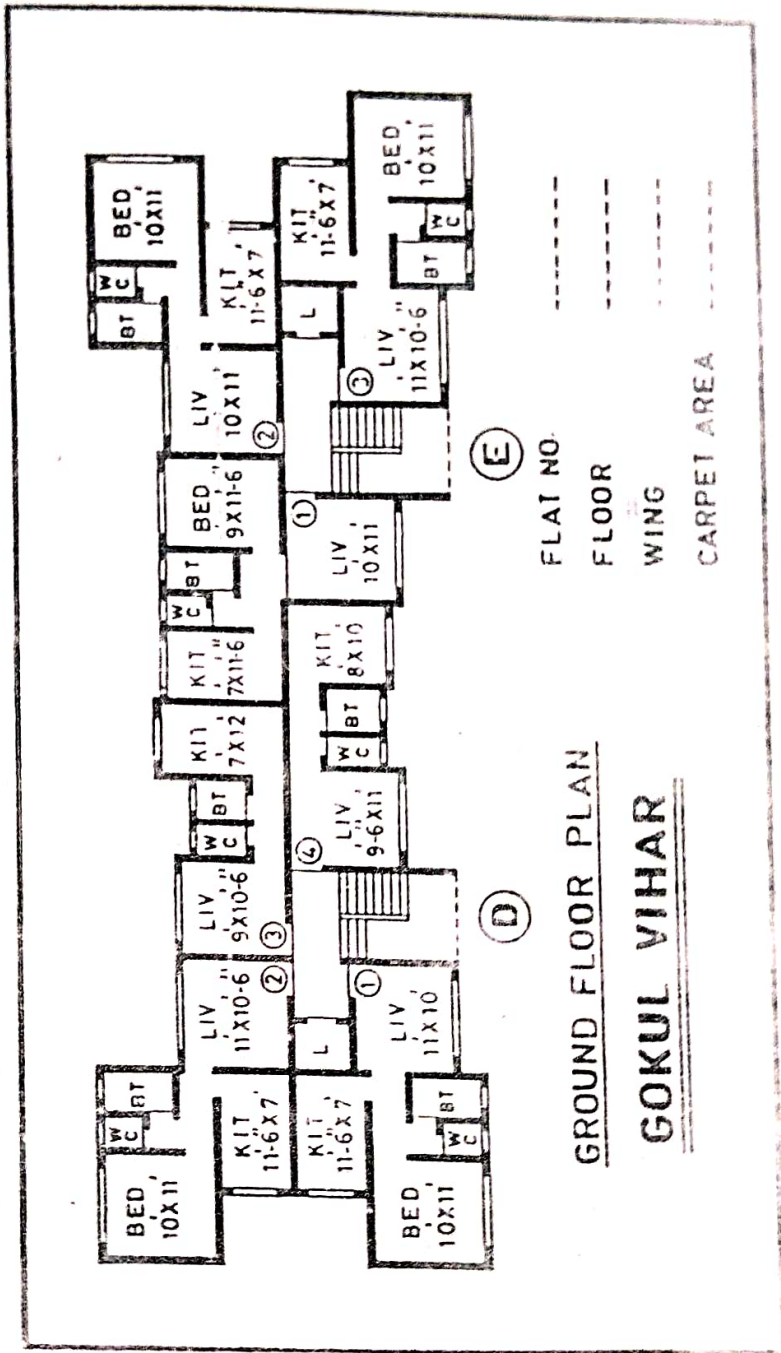
GROUND FLOOR PLAN

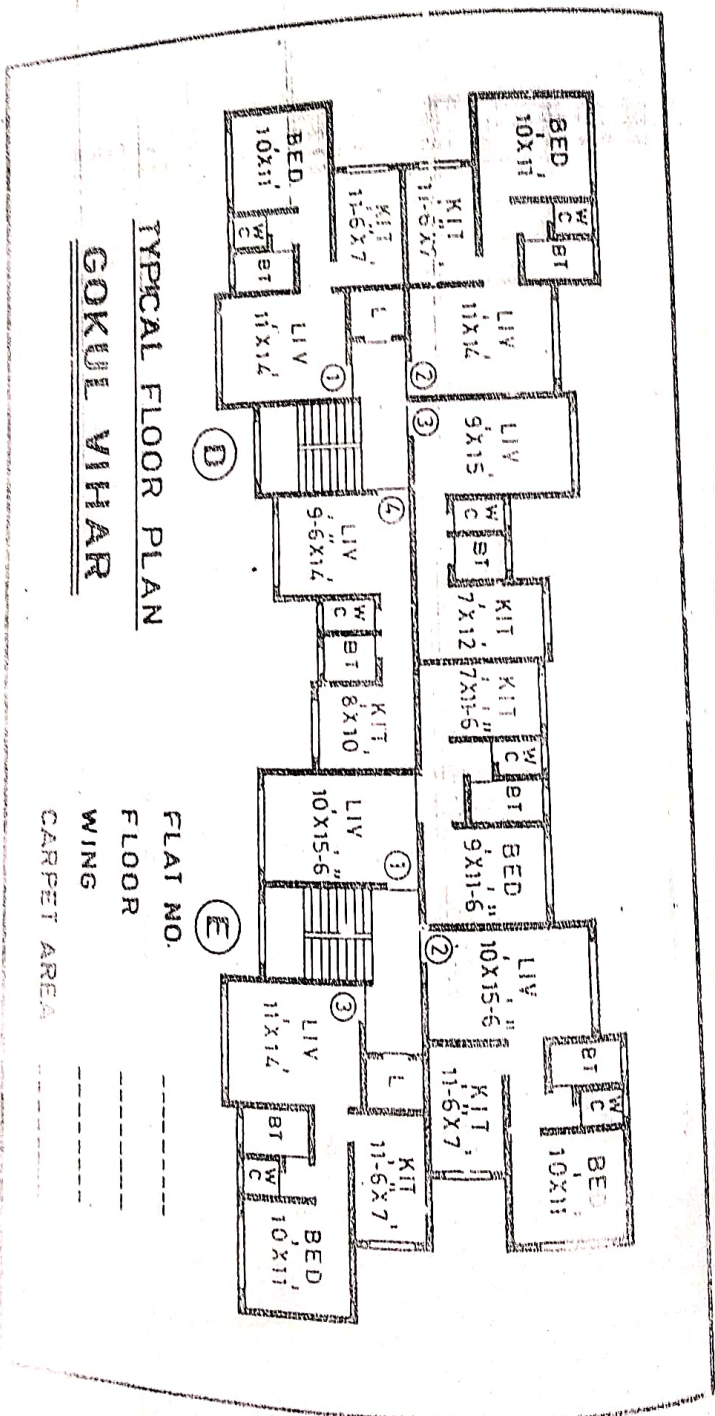
GOKUL VIHAR

TYPICAL FLOOR PLAN
GOKUL VIHAR

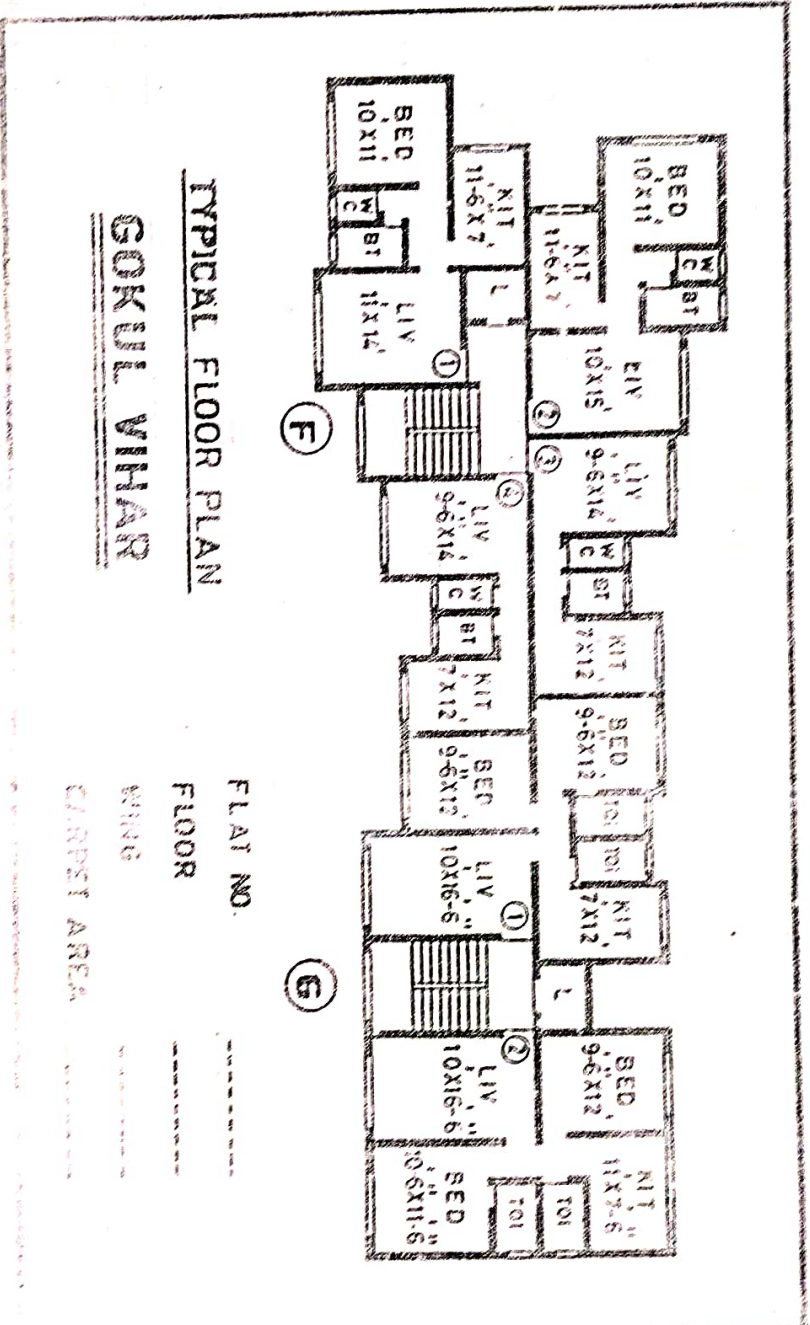


FLAT NO	FLOOR	WINGS	CARPET AREA
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TYPICAL FLOOR PLAN
GOKUL VIHAR



TYPICAL FLOOR PLAN

GOKUL VIHAR

FLAT NO. _____

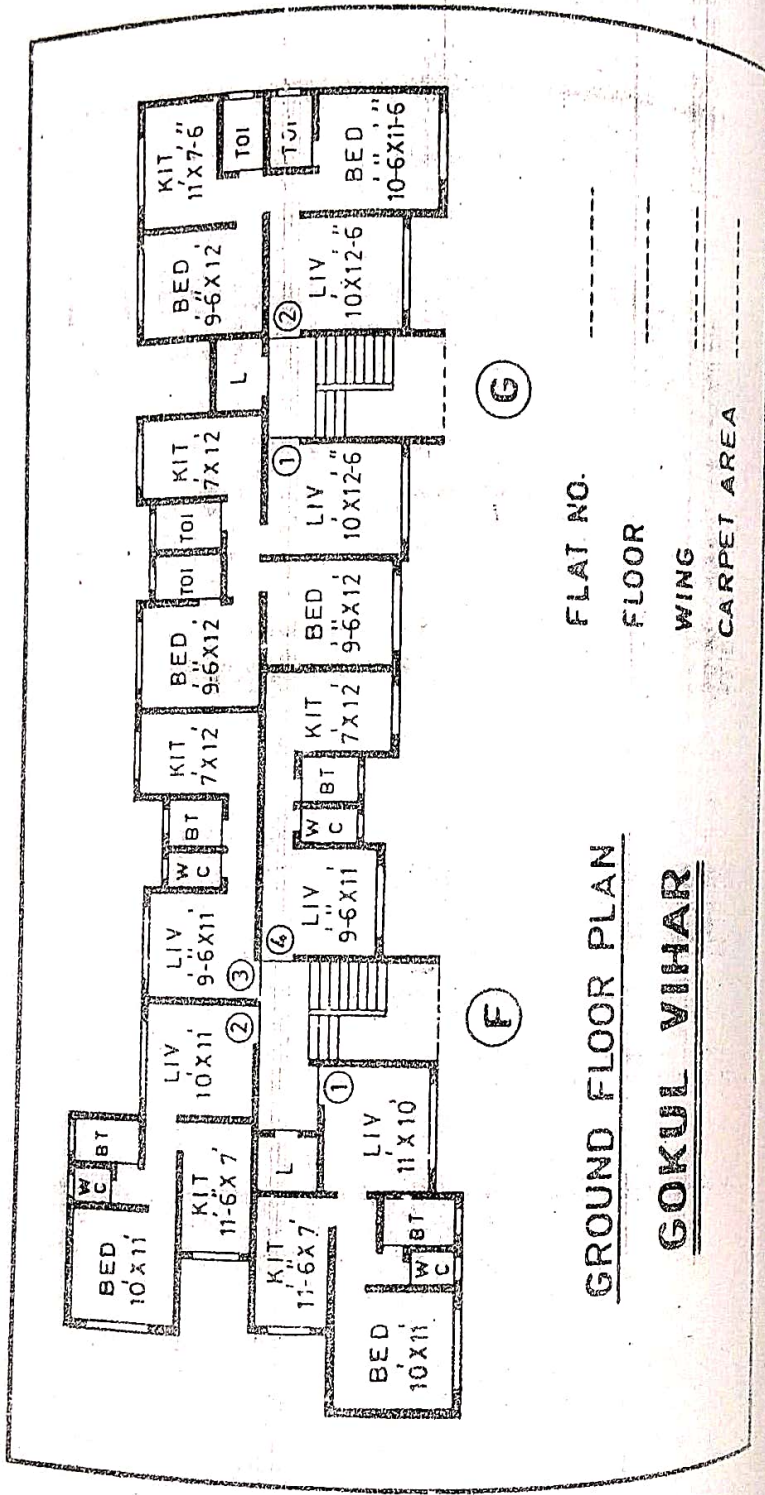
FLOOR _____

WING _____

CARPET AREA _____

4

7



FLAT NO.

FLOOR

WING

CARPET AREA

GROUND FLOOR PLAN

GOKUL VIHAR

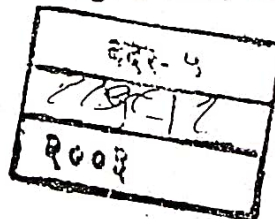
200
10/2011

consideration as aforesaid and shall be cooperate with the Transferees and sign the necessary declaration, transfer forms and be the said society from time to time for effectual transfer of the said Flat and the said shares in the name of the Transferees.

12. The Transferees covenant with the Transferor that they shall not use in any manner for any purpose which may illegal to cause nuisance or annoyance to other occupant in the building of the society.
13. The Transferees shall lodge the said Agreement for Registration in the office of the Sub Registrar the Mumbai City and Mumbai Suburban in further and on intimation the Transferees to the Transferor and shall admit the execution thereof. And Transferees shall also bear the expenses of stamp duty and Registration charges
14. This Agreement shall always be subject to the provisions contained in the Maharashtra Cooperative Societies Act, 1960.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT SAID FLAT PREMISES bearing flat No. H/504, on Fifth floor in the bldg., known as GOKUL VIHAR, admeasuring 450 sq. ft. carpet area or thereabouts consisting of One Hall, Bed & Kitchen at on the plot of land bearing Survey No. 65, Hissa No. 6, and Survey No. 69, Hissa No. 5, and Survey No 70, Hissa No. 4 situated at the revenue village Poisar, Taluka Borivali,



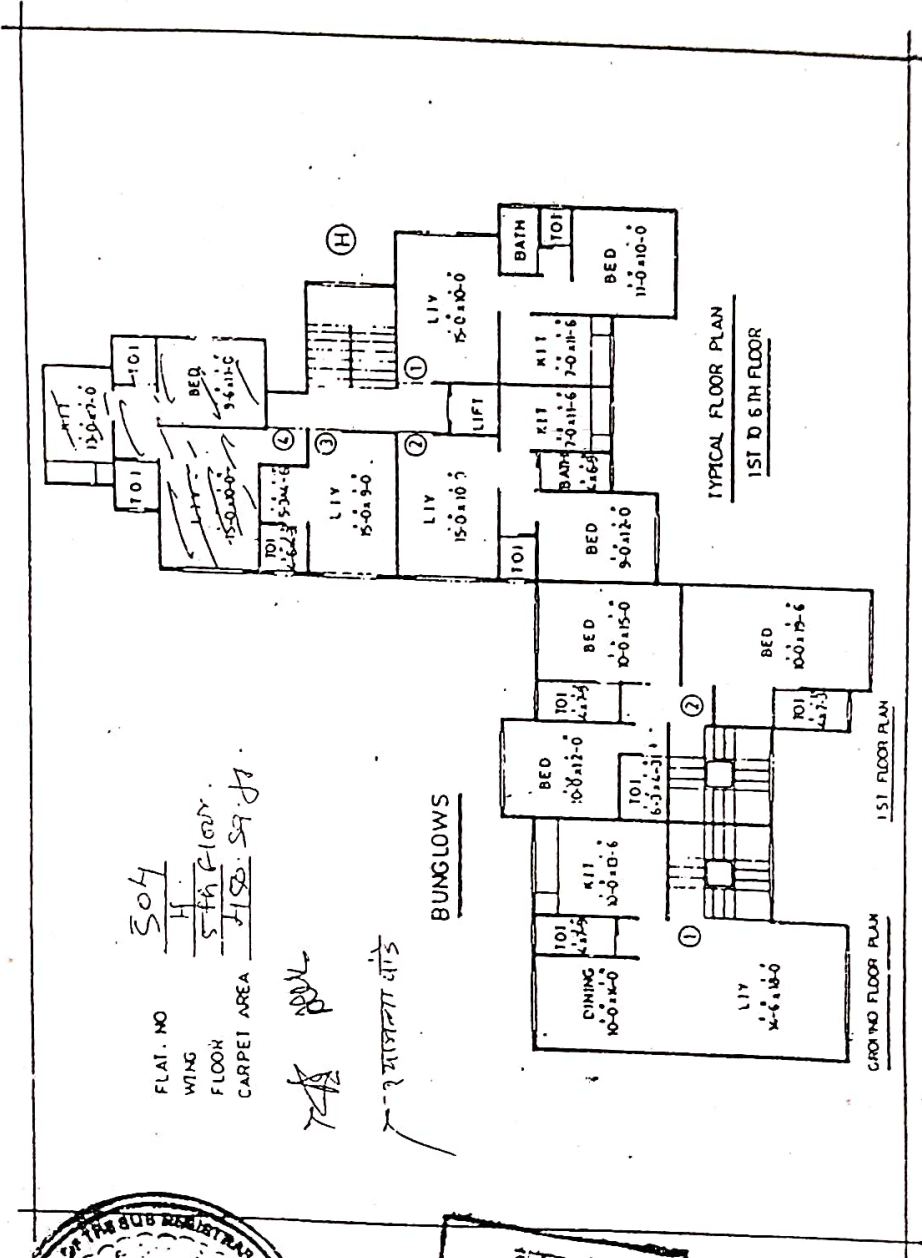


6699
5/1/77

FLAT. NO 304
WING H
FLOOR 5th Floor
CARPET AREA 450 SQ. FT.

NOV 1977
SHEWAN TOMES & CO. LTD.

BUNGLOWS



TYPICAL FLOOR PLAN
1ST TO 6TH FLOOR

1ST FLOOR PLAN

GROUND FLOOR PLAN

बृहन्मुंबई महानगरपालिका
BRIHANMUMBAI MAHANAGARPALIKA
NO.CHE|8992|BP(WS)|AR.

To:
M/s. Emvi Estates Pvt. Ltd.,
C.A. to Owner.

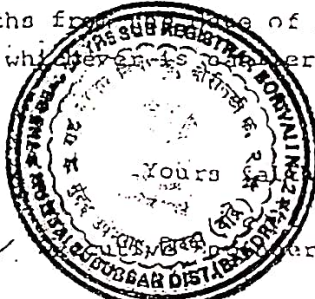
Sub : Permission to occupy the completed bldg.
on plot bearing ~~C.T.S.No.~~ 584 & 586 of
village Poiser, Kandivali (E).

Ref : Your Lic.Surveyor's letter under No.
SBS|2155 dtd. 1.1.96

Sirs,

The development work of bldg. i.e. Wing-A Stilt + 2 upper
floors & Wing-B Stilt. + 7 upper floors, situated at Thakur Complex
C.T.S.No.584, 586, Kandivali((E), completed under supervision
of Lic.Surveyor Shri S.D.Shah, Licence No.S|372, Lic.Struct.
Engineer Shri Harshad Gokani, having Licence No.G-31, may be
occupied on the following conditions :-

- (1) That the certificate u/s 270A of B.M.C.Act shall be
obtained from A.E.W.W.R|South and a certified copy
of the same shall be submitted to this office.
- (2) That the Co-Op.Hsg.Society shall be formed and registered
within six months from the date of issue hereof, or
before B.C.C., whichever is earlier.



Yours faithfully,

17 JUN 1996

Copy to:- 1. Lic. Surveyor-Shri S.D. Shah

2. E.E.V. 3. A.E.W.W.R|S 4. A.A.&C.R.
5. A.H.S.R-III 6. W.O.R|S 7. Dy.C.E. (P.P.R.O.)

Ex. Eng. Bldg. Prop. (WS) 'B'

SBS|2155

