



Babiben P. Munani

**AGREEMENT FOR SALE**

2nd Oct 2003. A. DATE  
14.11.200 COST

Chinubhai

-C/29

(29)

# Bhakti

2C
80-12 Laks
Rt. 30,000
DHC- 1000
<u>123,000</u>

Flat/Premises No. 216 on 11<sup>th</sup> Floor  
of A Wing

## ND

**NOOPUR DEVELOPERS**

A/4, GARDEN VIEW, CHANDAVARKAR X ROAD,  
BORIVALI (W), MUMBAI-400 092.



Friday, October 03, 2003

1 36 19 PM

Original

नोंदणी 39 म.

Regn 39 M

## पावती

पावती क्र. : 8474

दिनांक 03/10/2003

गावाचे नाव कावरी

दस्तऐवजाचा अनुक्रमांक वदर6 - 08462 - 2003

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव: बाबीवेन पी मुनानी

नोंदणी फी	:-	16200.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (72)	:-	1440.00
<b>एकूण रु.</b>		<b>17640.00</b>

आपणास हा दस्त अंदाजे 1:51PM ह्या वेळेस मिळेल

दुय्यम निबंधक

पावती (3) पावती (3) - 3

वाजार मूल्य: 1619222 रु. मोबदला: 1411200 रु.

भरलेले मुद्रांक शुल्क: 78310 रु.

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

मूल प्रत PO 030142

ORIGINAL COPY

[अहस्तांतरणीय] [NON TRANSFERABLE]

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शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place... MUMBAI

दिनांक/Date... 01/10/20

Received from...

र./Rs... 783



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in account of Sale  
रोखपाल वा खापाल  
2023 Cashier or Accountant.

Rafal  
हस्ताक्षर/Signature

Sub-Registrar & Administrative Officer  
Mumbai - 23.



0741010

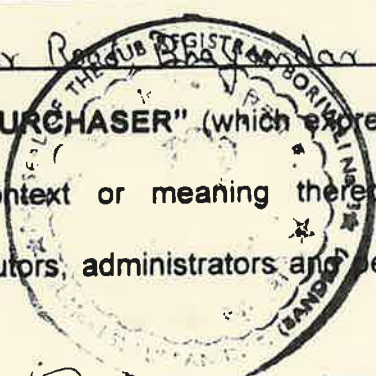
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**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made at Mumbai, this 2<sup>nd</sup> day of October 2003 **BETWEEN** M/s. NOOPUR DEVELOPERS, a registered partnership firm having its office at A/4, Garden View, Chandavarkar Cross Road, Borivli (West), Mumbai 400 092 herein referred to as "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof include the partners for the time being to the said firm, the survivors of them and heirs, executors administrators and assigns of the last survivor) of the ONE PART; AND **SHRI / SMT. Babiben P. Munani & Smt. Kajal M. Munani** of Mumbai, Indian Inhabitants having his/her address at B/12 Tirthankar Darshan, Devchand Nagar Borivli (West) herein referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART;

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K.M. Munani

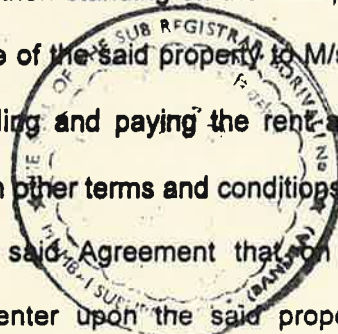
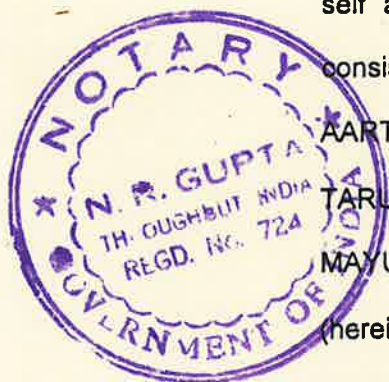
Sub-Registrar & A.M. (Firms) Office  
Mumbai-23.  
REGD. No. 078310  
INDIA  
MAHARASHTRA  
MUMBAI

**WHEREAS:**

1. One (1) Smt. MANJULAGAURI L. TRIVEDI (2) SURESHCHANDRA LAXMISHANKAR TRIVEDI for self and as the Karta and Manager of his Joint Hindu Family consisting of himself his children (i) FALGUNI (ii) PRITI (iii) DEVKUMAR AND (iv) CHETNA and (v) his wife RAMAGAURI, (3) MAMTA SURESHCHANDRA TRIVEDI, (4) PURNIMA KANAKCHANDRA BHATT (5) MANORAMA ALIAS MINOTI KANAKCHANDRA TRIVEDI and (6) OMPRAKASH LAXMISHANKER TRIVEDI for self and as the Karta and Manager of his Joint Hindu family consisting of himself his children (i) DHARAMKUMAR and (ii) AARTI DHARMESH SHAH and (iii) his wife NEELAGAURI and (7) TARUNENDRU alias LAVANPRASAD TRIVEDI (7) SMT. MAYURI AJIT DEVANI and (8) SMT. BHAVNA MOHAN TRIVEDI (herein referred to as "the Original Owners"), at all times be material been the Owner of an immovable property being piece or parcel of land together with all structures standing thereon situate, lying and being of Jambli Galli, Borivli (West), Mumbai 400 092 and particularly described in the Schedule hereunder written (herein referred to as "the said Property").

2. By an Agreement dated 7<sup>th</sup> May, 1978 (herein referred to as 'the said Agreement') the Original Owners agreed to sell to M/s. La Builde Associates a partnership firm (herein referred to as "M/s. La Builde") the structures then standing on the said property and also agreed to grant a lease of the said property to M/s. La Builde for a term of 98 years yielding and paying the rent as determined as provided therein and on other terms and conditions therein stated.

3. It is provided in the said Agreement that on M/s. La Builde becoming entitled to enter upon the said property the Original



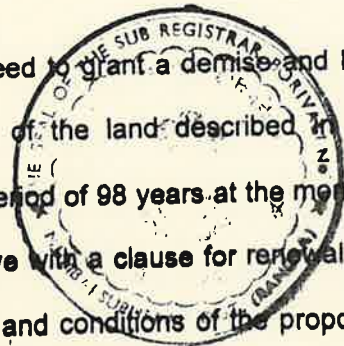
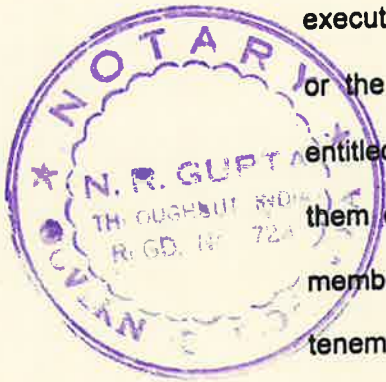
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Owners shall deliver vacant possession of the said property subject to the tenancy rights of the Tenants set out in the Second Schedule thereunder written and subject to the Original Owners continuing to be in use and occupation of the First Floor in the said Building known as "Laxmi Bungalow" on said Property in respect of the said Building on completion of the transaction the Original Owners shall pay the Standard Rent.

4. The said Agreement was executed in favour of M/s. La Builde for enabling them to develop the said property.
5. It is also agreed under the said agreement that on the completion of the transaction in all respects and all final documents being executed in favour of M/s. La Builde or their nominee or nominees or the proposed society and such ultimate Transferee shall be entitled to collect rent from the Tenants who shall be attorned to them or in the event of M/s. La Builde making the said tenants members of the Society on their agreeing to purchase the said tenements at the price to be determined and collected by M/s. La Builde then the said Tenants shall become owners of their respective tenements.
6. The Lease rent payable by M/s. La Builde to the Owners is to be the net income of the rent payable by all the Tenant/Occupiers of then existing structures and paise 7/- per sq.ft. of the built up area of all the new building to be constructed by M/s. La Builde on the said property.
7. The original Owners agreed to grant a demise and M/s. La Builde agreed to take a lease of the land described in the Schedule hereunder written for a period of 98 years at the monthly lease rent as mentioned hereinabove with a clause for renewal of further one term on the same terms and conditions of the proposed Indenture



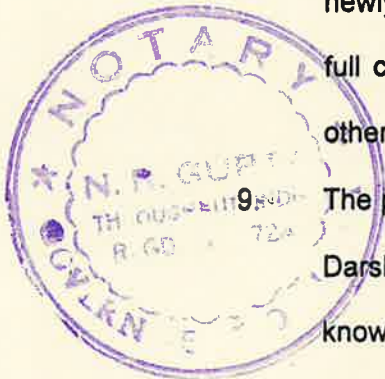
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of Lease, save and except the clause for the renewal and upon renewal the lease rent is to be revised and increased, the increase in the lease rent is to be calculated at the rate of 12% per annum on the market value of the said property as may be prevailing at the time of renewal and for determining of the market value the fact that the lease is in force and is to be renewed or the fact that the property is occupied by the Lessees will not be considered.

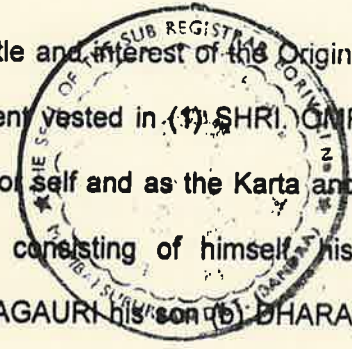
8. M/s. La Bulde have constructed a Building of Ground and six upper floors on a portion of the said property after obtaining vacant possession from the Tenants of some of the Structures then standing thereon, and have sold flats and premises in the said newly constructed Building Sambhav Darshan and have received full consideration money from the purchasers of shops, flats and other premises therein.



9. The purchasers of flats and premises in the said Building Sambhav Darshan have formed themselves into a Co-operative Society known as Sambhav Darshan Co-operative Housing Society Ltd. (herein referred to as "the said Society").

10. There have been deaths of some of the Original Owners and heirs of the some of the Original Owners disclaimed their right, title and interest in the said property being the heirs of the late (1) Smt. Jalaj Sanjeeva Bhatt (2) Smt. Bijal Maxikumar Gandhi and Kum Acha! K. Trivedi have disclaimed their right, title and interest in the said property.

11. In view of the above right, title and interest of the Original Owners in the said property at present vested in (1) SHRI. GANPRAKASH LAXMISHANKAR TRIVEDI for self and as the Karta and Manager of his Joint Hindu Family consisting of himself his wife (a) NILAGAURI his wife (a) NILAGAURI his son (b) DHARAMKUMAR



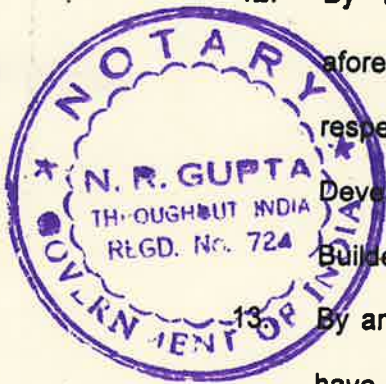
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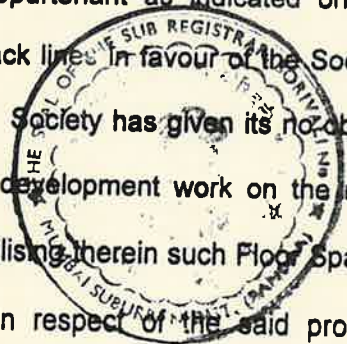
(c) married daughter Aarti wife of DHARMESH (II) (a) SMT. BHAVNA MOHAN TRIVEDI (b) SMT. MAYURI AJIT DWANI (c) KUM. MAMTA S. TRIVEDI (d) SMT. FALGUNI SOHAN TRIVEDI (e) SMT. PREETI RAJESH PANDYA (f) DEVKUMAR SURESHCHANDRA TRIVEDI (g) SMT. CHETNA JAYANDRA RATHOD being the heirs and legal representative of the Late SHRI. SURESHCHANDRA L. TRIVEDI (III) (a) SHASHANK K. BHATT (b) KUM RUPAL K. BHATT being the heirs and legal representatives of the late Smt. Purnima K. Bhatt.



12. By 10 separate Agreements all dated 30<sup>th</sup> August 1997 the aforesaid Owners have agreed to grant development rights in respect of their right, title and interest in the said property unto the Developers subject to the said Agreement in favour of M/s. La Builde.

13. By and under an Agreement dated 4<sup>th</sup> June 1997 M/s. La Builde have agreed to sell/assign their right, title and interest under the said Agreement dated 7<sup>th</sup> May 1978 between the Owners and La Builde unto the Developers.

14. It is mutually agreed between the Developers and the Sambhav Darshan (Jambli Galli) Co.-op. Hsg. Soc. Ltd. (herein referred to as Sambhav Darshan Building Society) that the Developers shall execute and/or cause to be executed by the Owners a lease in respect of the land on which the building Sambhav Darshan is constructed and the land appurtenant as indicated on the plan hereto annexed in verged black lines in favour of the Society for a term of 99 years and that the Society has given its no objection to the Developers carrying out development work on the remaining portion of the said property utilising therein such Floor Space Index (FSI) as may be available in respect of the said property i.e.



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*(Signature)*

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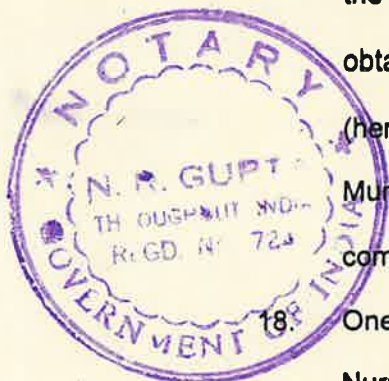
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balance FSI as also FSI as may be generated by demolition of one or more existing structures thereon.

15. Accordingly the Developers are entitled to develop the said property.

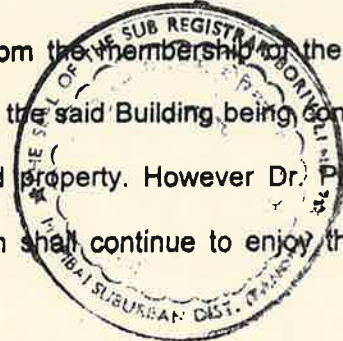
16. The Developers have prepared plans for construction of a building of ground and seven upper floors having two wings being Wing A and Wing B and to be known as Bhakti Apartment (herein referred to as "the said Building") on the said property.

17. The building plans in respect of the said Building (wherein the Developers have utilised not only the FSI as available in respect of the said property i.e. balance FSI but also FSI of other property obtained by them by way of Transfer of Development Rights (TDR) (herein referred to as "the TDR - FSI") are approved by the Brihan Mumbai Mahanagar Palika (BMC) and the Developers have commenced construction of the said Building.



18. One Dr. Pinakin J. Shah and Mrs. Rekha P. Shah and/or Ashirwad Nursing Home belonging to Dr. Pinakin J. Shah were occupying an old structure on the said property and were enjoying certain facilities in respect of the building Sambhav Darshan as members of the Sambhav Darshan Building Society.

19. In view of the Developers having taken over the development of the said property and as mutually agreed between the Developers and the Sambhav Darshan Building Society and the said Dr. Pinakin J. Shah and Mrs. Rekha P. Shah. Dr. Pinakin J. Shah and Mrs. Rekha P. Shah shall resign from the membership of the Society and they will shift to Wing B of the said Building being constructed by the Developers on the said property. However Dr. Pinakin J. Shah and Mrs. Rekha P. Shah shall continue to enjoy the same



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facilities as enjoyed hither to by them in respect of the Sambhav Darshan Building.

20. In the old structure which has been demolished and in place whereof the said Building is being constructed were certain non residential occupants (tenants) and they were carrying on their non-residential/commercial activity in their premises have already been provided alternate accommodation in A/B wing of the said Building and they shall continue their non-residential/commercial activity therein.

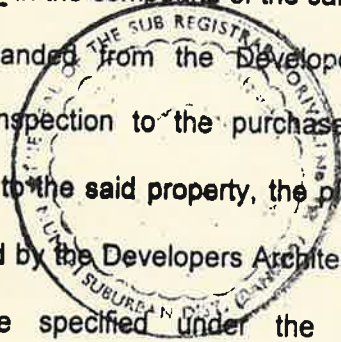
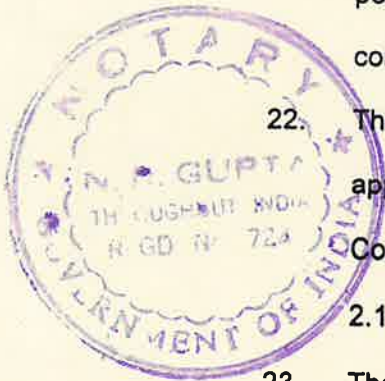
21. The premises in Wing A/B will be utilised for residential as well as non-residential, commercial purposes as may from time to time be permitted by the Brihanmumbai Mahanagar Palika (BMC) and other concerned Authorities.

22. The Building plans in respect of the said Building as aforesaid are approved by BMC under No.CE/A-2051/BP(WS)/AR and the Commencement Certificate No.CHE/A-2051/BP(WS)/AR dated 2.12.1998.

23. The Developers are entitled to sell on ownership basis flats and premises and parking spaces in the said Building being constructed by them on the said property.

24. At the request of the purchaser the Developers have agreed to allot to the purchaser on ownership basis flat/premises on the 4<sup>th</sup> Floor of Wing A/B of the said Building and parking Space/Garage No.      in the compound of the said Building.

25. The purchaser has demanded from the Developers and the Developers have given inspection to the purchaser of all the documents of title relating to the said property, the plans, designs and specifications prepared by the Developers Architects and such other documents as are specified under the Maharashtra



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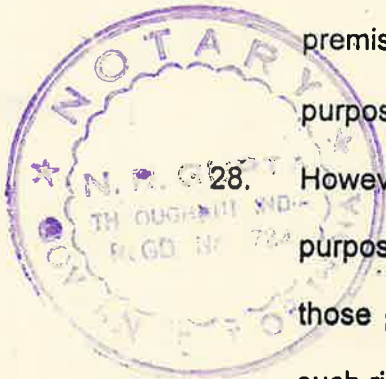
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Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act. 1963 (herein referred to as "the said Act") and the Rules made thereunder.

26. Copies of Certificate of Title issues by M/s. Kirit N. Damania & Co., Advocates and Solicitors of the Developers, copies of property card in respect of the said property and the copies of the plans and specifications in respect of the said Building are hereto annexed and marked Annexures A, B and C respectively.

27. The Purchaser is accordingly aware that the flats/premises in the said Building are to be proposed for residential as well as non-residential/commercial user as permitted from time to time by the Brihanmumbai Mahanagar Palika (BMC) and other Concerned Authorities and the purchaser shall not object to the user of such premises in the said Building for non-residential/commercial purposes including as aforesaid in recital 20 hereof.

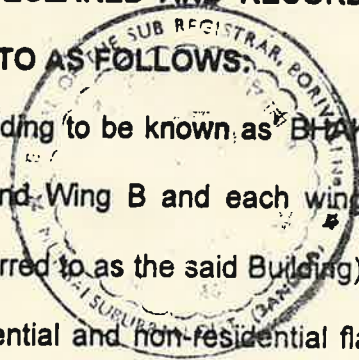


28. However such rights of user for non-residential/commercial purposes of premises in the said Building will be available only to those purchasers whom the Developers have specifically granted such right.

29. Developers are entering into separate agreements with several other persons and parties for sale of Premises/Flats/Car Parking Spaces/Garages and other Premises in the said Building.

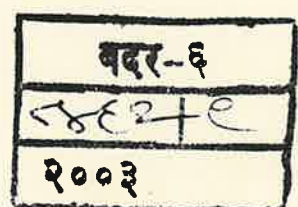
**NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Developers will construct a Building to be known as "BHAKTI" comprising of two wings being Wing A and Wing B and each wing of ground and Seven upper floors (herein referred to as the said Building) as at present envisaged and containing residential and non-residential flats, premises, parking spaces, garages and other premises on the said



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A handwritten signature in blue ink, appearing to be "K.M. Munani".

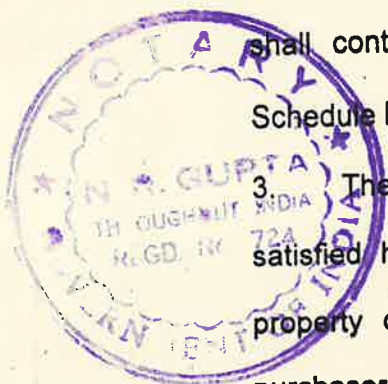


property situate at Jamli Gali, Borivli (West), Mumbai 400 092 in the registration District and Sub-District of Bombay City and Suburban and particularly described in the First Schedule hereunder written. The said property is to be developed as a layout area. The Developers shall be entitled to construct such additional floors on the said Building as may be permitted by the Brihanmumbai Mahanagar Palika (BMC) and other Concerned Authorities as also such other building on the said property as may be permitted by BMC and other Authorities and utilising therein Floor Space Index (FSI) as shall be available from any source.

2. The said Building shall be constructed by the Developers in accordance with the Building Plans prepared by the Architects and sanctioned by the concerned Authorities as aforesaid with such modification and/or amendments thereto as the Developers may incorporate therein as aforesaid. The Flats/Premises in the said Building shall contain amenities as per the particulars given in the Second Schedule hereunder written.

3. The purchaser has prior to the execution of this Agreement satisfied himself/herself about the title of the Developers to the said property described in the First Schedule hereunder written and the purchaser shall not be entitled to further investigate the title of the Owners and no requisition or objections shall be raised upon any matter relating thereto. A copy of the Certificate of Title given by M/s. Kirit N. Damania & Co., Advocates and Solicitors is hereto annexed and marked ANNEXURE "A".

4. The Developers shall sell to the purchaser premises/flat No. 403 on the 4<sup>th</sup> floor, Wing      in the said Building now being constructed on the said property (herein referred to as 'the said premises'). Plans in respect of the said premises is hereto annexed and marked as ANNEXURE "C".



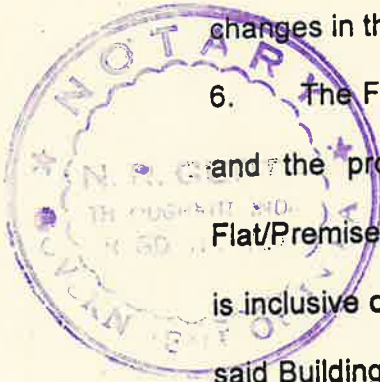
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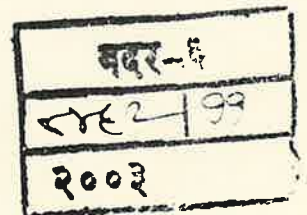
5. The area of the said premises is 600 sq.ft. inclusive of the enclosed balcony relative Common areas and facilities for the said Building relative common areas and facilities for the said premises, percentage of undivided interest of the said premises in the common areas and facilities of the said Building as also the percentage of undivided interest of the said premises in the restricted common areas and other facilities provided on the floor on which the same are located are as per the particulars thereof as given in the Annexure hereto annexed and marked as Annexure "D". The aforesaid percentages are tentative and liable to be increased or decreased in the event or there being changes in the Building Plans.

6. The Flat purchaser hereby agrees to purchase from the promoters and the promoters hereby agrees to sell to the Flat purchaser a Flat/Premises having carpet area admeasuring 600 sq.ft. (which is inclusive of the area of balconies) on 4<sup>th</sup> floor in wing A/B of the said Building as shown on the floor plan thereof hereto annexed and open parking Space NO. — in the building to be known as "BHAkti" (hereinafter referred to as the said Premises) for the price of Rs. 14,11,200/- including the proportionate price of the common areas and facilities appurtenant to the premise, the nature, extent and description of the common / limited common areas and facilities which are more particularly described in the Second Schedule hereunder written. The Flat / Shop Purchaser hereby agrees to pay to that Promoters balance amount of purchase price of Rs. 13,50,000/- (Rupees Thirteen Lakh Thousand only x only) on the following manner.



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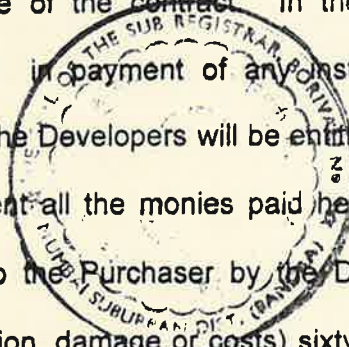
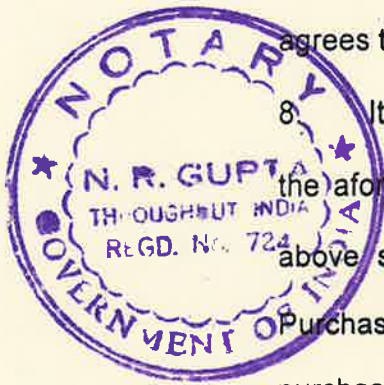


PAYMENT SCHEDULE

(A)	EARNEST MONEY	15%
(B)	PLINTH COMPLETION	10%
(C)	R.C.C. SLABS	50%
(D)	BRICK WORK	5%
(E)	DOORS & WINDOWS FIXING	5%
(F)	PLASTER	5%
(G)	SANITATION WORK	5%
(H)	AT THE TIME OF HANDING OVER POSSESSION OF THE FLAT	5%

7. It is expressly agreed and the Purchaser is aware that as a result of changes in the building plans of the said Building the share of the said premises and/or the purchaser in the said common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such changes in the said share and hereby expressly authorises the Developers to so increase or decrease the said share of the Premises and/or of the Purchaser in the said common areas and facilities of the said Building and/or the said Property and the Purchaser hereby irrevocably agrees to accept the said share as changed as aforesaid.

8. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in Clause 6 above shall be of the essence of the contract. In the event of the Purchaser making any default in payment of any installment of the purchase price on its due date the Developers will be entitled to terminate this Agreement and in that event all the monies paid hereunder by the Purchaser shall be refunded to the Purchaser by the Developers (but without any interest, compensation, damage or costs) sixty days after the termination of this Agreement and the Developers will be entitled



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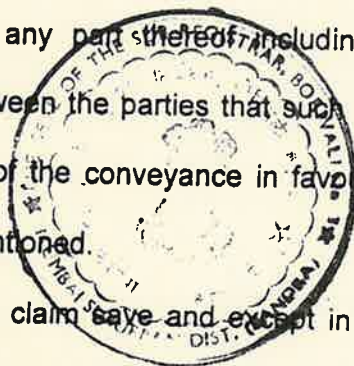
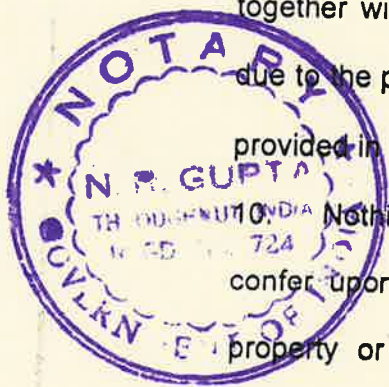
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immediately after the termination of this Agreement to sell and/or dispose off the said premises in favour of any other party and the Purchaser herein will have no right to object to such sale/disposal of the said premises by the Developers.

9. The possession of the said premises shall be given by the Developers to the Purchaser on or ~~before~~ <sup>Ready</sup> the Possession day of \_\_\_\_\_ subject to the availability of cement, steel, water and other building materials and subject to strikes, civil commotion or any Act of God such as earth quake, flood or any other natural calamity and acts or other causes beyond the control of the Developers. If the Developers shall fail to give possession of the said premises on the aforesaid date and/or such further date as may be mutually extended then it shall be at the option of the Purchaser to terminate this Agreement in which event the Developers shall forthwith on demand refund to the purchaser all the monies paid by the purchaser to the Developers herein together with simple interest at the rate of 9% per annum from the date of the receipt of the respective amounts by the Developers and until such amounts are refunded such amount and interest shall be a charge on the said property together with construction (if any) thereon to the extent of the amounts due to the purchaser. Provisions of this clause shall be subject to what is provided in Section 8 of the Maharashtra Ownership Flats Act, 1963.

Nothing contained in this Agreement shall be construed so as to confer upon the purchaser any right whatsoever into or over the said property or the said building or any part thereof including the said premises. It is agreed by and between the parties that such conferment shall take place on the execution of the conveyance in favour of a Co-operative Society as hereinafter mentioned.

11. The purchaser shall have no claim ~~save and except~~ in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies,



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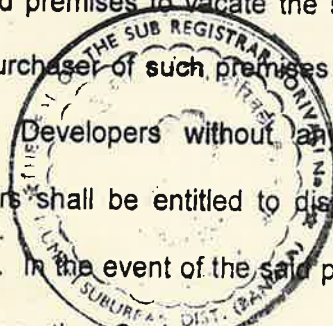
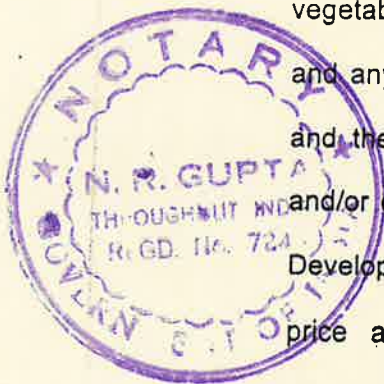
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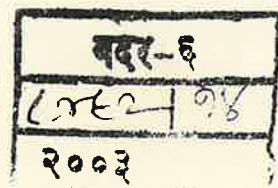
terrace and other premises will remain the property of the Developers until the said Building is transferred to the proposed Co-operative Society as hereinafter mentioned subject however, to the rights of the Developers as herein stated.

12.(A) It is hereby expressly agreed that the Developers shall be entitled to sell the premises in the said building for the purpose of using the same as residence, guest house, dispensaries, nursing homes, maternity homes, or commercial user, shops, consulting rooms, banks, or any non-residential user as may be permitted by the Concerned Authorities and/or any other use that may be permitted by the said Authorities and the purchaser shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly the purchaser shall not object to the use of the other premises in the said Building for any one or more of the aforesaid purposes by the respective purchasers thereof

12.(B) The Developers have informed the purchaser and the purchaser is aware that residential premises in the said Building to be held and own and only by vegetarian Hindu's and accordingly the such residential premises shall not be allowed to be own and/or occupied by those who are not Hindu Vegetarians. Further cooking or bringing of any non vegetable food in any premises in the said Building is strictly prohibited and any violation of this term will render this Agreement ipso facto void and the Developer shall be entitled to forthwith require the purchaser and/or occupant of the concerned premises to vacate the same and the Developers shall refund to the purchaser of such premises the purchase price as paid by him to the Developers without any interest or compensation and the Developers shall be entitled to dispose of such premises in favour of their parties. In the event of the said property being already conveyed to any Co-operative Society or Limited Company



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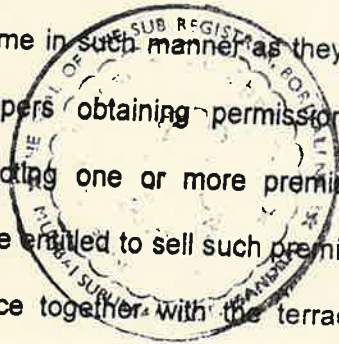
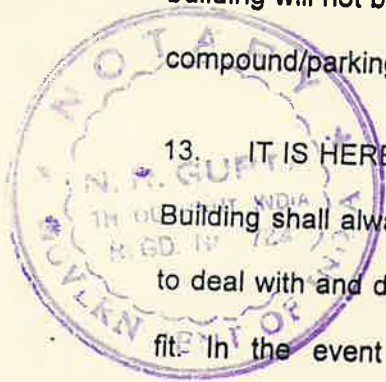


pursuant to the provisions of this agreement then also the rules and regulations of such co-operative society and or Limited Company shall specifically provide that no residential premises in the said Building shall be allowed to be held by those who are not vegetarian Hindus and the purchaser hereby confirms that he will abide by the condition.

12.(C) In regard to the non-residential premises located in the said building it is specifically stipulated that the said premises shall not be allowed to deal in and/or sell any non-vegetarian food and/or sell any Alcoholic drinks either by opening Bar or otherwise and/or to carry on any business activity which is connected with gambling and/ or which is likely to create any nuisance of any nature to the neighbouring shops and/or to the residence or occupants of the other premises of the said Building. The Purchasers purchasing the non-residential premises in the said Building shall agree to strictly abide by the terms and conditions of this clause. The Co-operative Society and/or the Limited Company in whose favour the Conveyance in respect of the said property shall be executed shall provide for the aforesaid restriction as to the user of non-residential premises.

12.(D) It is hereby expressly agreed that in any case shop owners in the building will not be allotted nor allowed any car parking inside the building compound/parking space.

13. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said Building shall always belong to the Developers and they shall be entitled to deal with and dispose of the same in such manner as they may deem fit. In the event of the Developers obtaining permission from the concerned Authorities for constructing one or more premises on the terrace then the Developers shall be entitled to sell such premises that be constructed by them on the terrace together with the terrace to such



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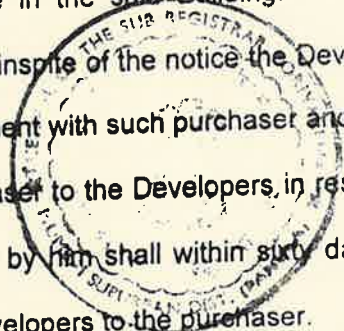
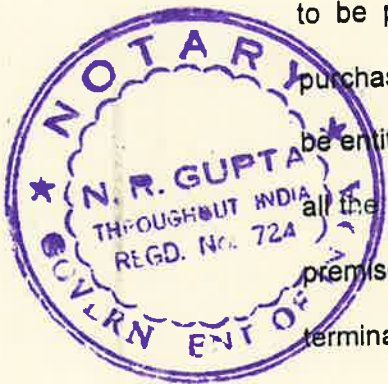
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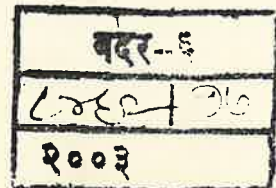
part of this contract for the sale of the said premises to the purchaser and the purchaser hereby expressly agrees that he/she/they will not in any manner object to the Developers carrying out any additional construction on the said Building the purchaser hereby gives his/her/their irrevocable consent to the Developers carrying out construction of additional floors/areas on the said Building as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the Building plans as may be approved by the Concerned Authorities.

15. The Developers shall also be free to construct additional structures like sub-station for electricity office co-operative societies office, co-operative Departmental stores, temple or place of workshop, covered and enclosed garages in open compound, underground and overhead tanks, structures watchmen's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or lay out plan of the said property. The purchaser shall not interfere with the rights of Developers by raising any disputes or court injunctions under Section 7 of the Maharashtra Ownership Flat Act, 1963 and/or under any other provision of any other applicable law.

16. As soon as the said Building is notified by the Developers as complete each of the purchasers of the premises in the said Building (including the purchaser herein) shall pay the respective arrears of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said Building. If any of the purchasers fails to pay the arrears inspite of the notice the Developers will be entitled to terminate the Agreement with such purchaser and thereupon all the monies paid by such purchaser to the Developers, in respect of the premises agreed to be purchased by him shall within sixty days of such termination be refunded by the Developers to the purchaser.



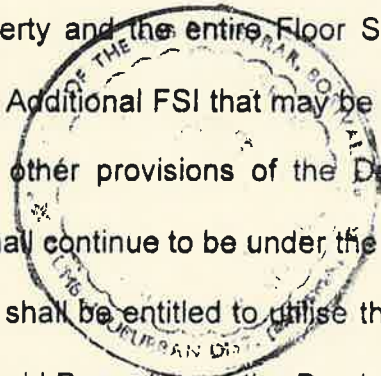
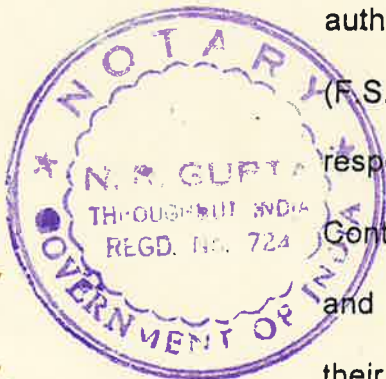
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17. The Developers shall in respect of any consideration amount remaining unpaid by the purchaser under the terms and conditions of this Agreement will have first lien and charge on the said premises agreed to be allotted to the purchaser.

18. The said property with the said Building shall be conveyed to a Co-operative Housing Society registered for the said Building. The said Society shall be registered only after the said property shall have been fully developed and all the Flats, and other premises in the said Building are sold and disposed of. The purchaser shall become a member of the said Society (which is to be formed solely for the purpose of the said Building) and the Developers shall execute the conveyance in Respect of the said property with the said Building in favour of the said Co-operative Society. Until such Conveyance is executed the right of the Purchaser hereunder shall confined only to the said Premises and the Purchaser and/or the Society to be formed for the purpose of the said Building shall have no right on any portion of the said Property. The conferment of right shall take place only in respect of the said Property and the said Building in favour of the Co-operative Society on the execution of the Conveyance in its favour as aforesaid.

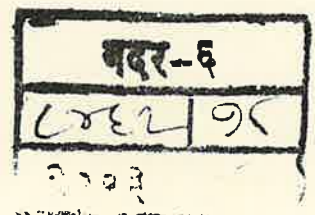
19. The conveyance in respect of such Co-operative Society shall be executed only after the said Property shall have been fully developed as aforesaid. Even after the Co-operative Society for the said Building shall have been formed as aforesaid the Developers shall have full right and authority to develop the said Property and the entire Floor Space Index (F.S.I.) of the said Property as also Additional FSI that may be obtained in respect of TDR and/or under the other provisions of the Development Control Regulations as aforesaid shall continue to be under the Ownership and Control of the Developers who shall be entitled to utilise the same for their benefit in development of the said Property and the Purchaser and/or



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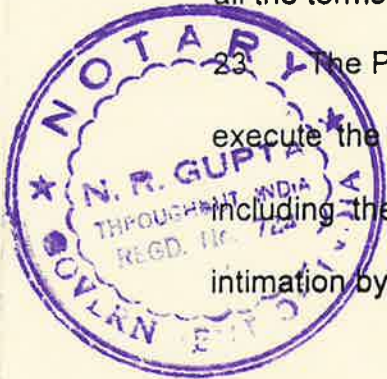
the said Society to be formed for the said Building as aforesaid shall have no right of any nature whatsoever in respect thereof.

20. So long as the various premises in the said building shall not be separately assessed by Local Body for the purpose of property taxes, water charges and rates the Purchaser shall pay the proportionate share of such taxes, rates, and other outgoings assessed on the whole building. The Purchaser shall tentatively pay his/her share as determined by the Developers of Rs. As applicable /- per month to the Developers for the above.

21. The Developers shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold flats. In case the Conveyance is executed in favour of the Co-operative Society before the disposal of by the Developers of all the flats and other premises, then in such case, the Developers shall join in and as and when such premises are sold, to the persons of the choice and at the discretion of the Developers, the Co-operative Society shall admit as members the Purchasers of such premises without charging any premium or any other extra payment.

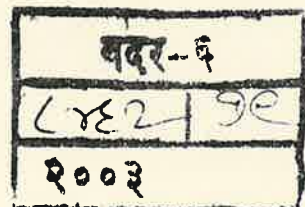
22. The Purchaser shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society, and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

23. The Purchaser agrees and undertakes from time to time to sign and execute the application for the formation and registration of the Society including the bye-laws of the proposed society within Ten days of the intimation by the Developers. No Objection shall be raised to the changes



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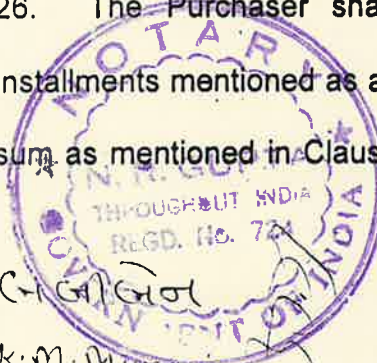


in the draft Bye-laws as may be required by the Registrar of Co-operative Societies and/or other Concerned Authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Developers may require him/her/them to do from time to time for safeguarding the interest of the Developers and the Purchaser of other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Developers shall so require the Co-operative Society shall pass the necessary resolution confirming the right of the Owners as aforesaid to carry out additional construction work on the said Building and also confirming the right of the Developers to sell on ownership basis other premises in the said Building to be constructed on the said Property.

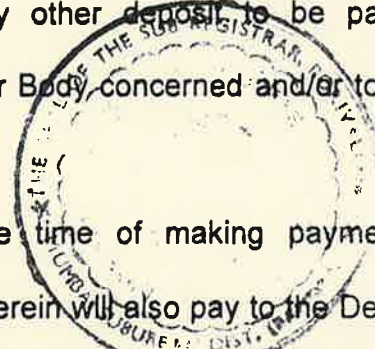
24. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property, and/or the various Premises to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developers in the proportion of the area of the said premises to the total area of all the premises in the said Building.

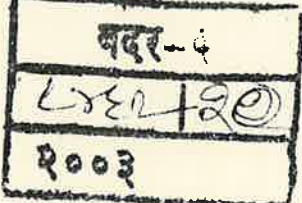
25. The Purchaser/s shall on demand, deposit with the Developers his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Developers to the Local Authority or Body concerned and/or to any other concerned Authority.

26. The Purchaser shall at the time of making payment of the installments mentioned as agreed herein will also pay to the Developers a sum as mentioned in Clause 41 which will be held by the Developers as

A circular purple notary seal for K.M. Munani, Notary Public, Bangalore. The seal contains the text: "NOTARY PUBLIC THROUGHOUT INDIA REGD. NO. 724". Below the seal, the name "K.M. Munani" is handwritten in blue ink.

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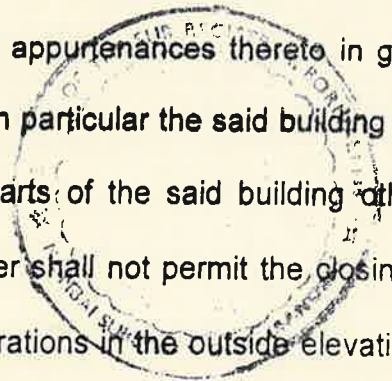
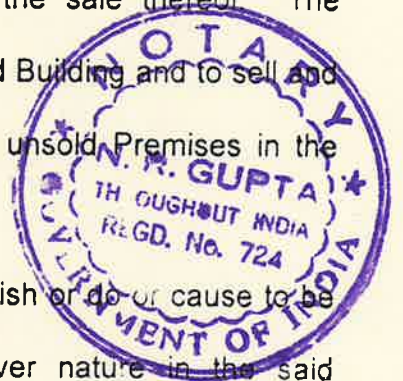
A circular purple seal of the Registrar of Co-operative Societies, Bangalore. The seal contains the text: "REGISTRAR OF CO-OPERATIVE SOCIETIES BANGALORE DIST. INDIA".

A rectangular stamp with three horizontal sections. The top section contains the handwritten number "447-4". The middle section contains the handwritten number "252/20". The bottom section contains the handwritten number "2003".

deposit without interest and the Developers shall be entitled to utilise such deposits towards payment of taxes and other outgoings. In the event of the Purchaser making any default in payment thereof regularly as agreed to herein by him/her/them, the Developers will have right to take legal action against the Purchaser for recovering the same. After the Society as aforesaid shall have been formed and the said Building shall have been transferred and/or conveyed to the Society the Developers shall handover the said deposit or the balance thereof to such Society.

27. In the event of the said Society being formed and registered before the sale and disposal by the Vendors of all the premises in the said Building the powers and authority of the Society and the Purchasers of the premises therein shall be subject to the powers of the Developers in all the matters concerning development of the said Property as also construction of additional structures and all amenities pertaining to the same and in particular the Developers/Vendors shall have absolute authority and control as regards any unsold premises and the sale thereof. The Developers shall have a right to complete the said Building and to sell and dispose of for their (i.e. Developers') benefit all unsold Premises in the said Building.

28. The Purchaser shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Developers. The Purchaser shall keep the said premises walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular the said building so as to provide shelter to and protect the parts of the said building other than his/her/their premises. The Purchaser shall not permit the closing of the niches or balconies or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them.



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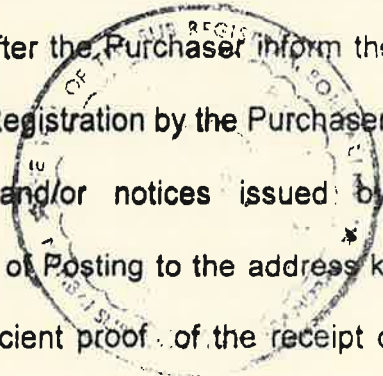
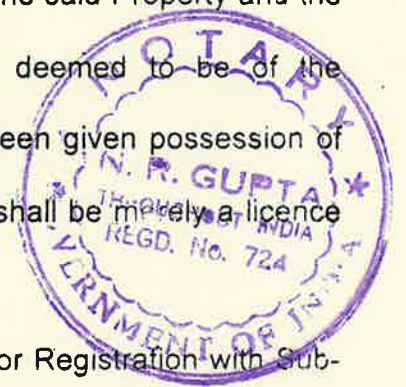
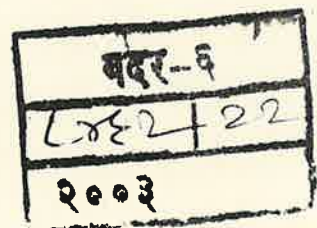
29. After the possession of the said premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Building at his/her/their own costs and the Developers shall not be in any manner liable or responsible for the same.

30. After the said Building the premises to be constructed by the Developers on the said Property are complete and ready for occupation and after the Society for the said Building as aforesaid is registered and only after all the premises in the said Building shall have been sold and disposed off by the Developers and the Developers shall have received all dues payable to them under the terms of the Agreements with the Purchasers of all the premises in the said Building the Developers shall execute in favour of the said Society a Conveyance in respect of the said Property and the said Building as provided in Clause 22. Until the execution of the Conveyance, the possession of the said Property and the said Building and premises thereon shall be deemed to be of the Developers and the Purchaser who shall have been given possession of the premises agreed to be sold to him/her/them shall be merely a licensee thereof.

31. The Purchaser will lodge this Agreement for Registration with Sub-Registrar of Assurance at Bombay and the Developers will attend the Sub-Registrar and admit execution thereof after the Purchaser inform them of the number under which it is lodged for Registration by the Purchaser.

32. All letters, circulars, receipts and/or notices issued by the Developers dispatched under Certificate of Posting to the address known to them of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge to

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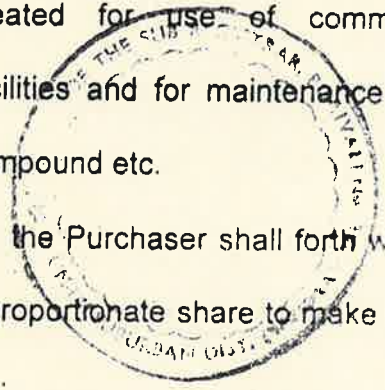


Developers. For this purpose, the Purchaser has given the following address :

B/12, Tirthankar Darshan,  
Devchand Nagar Road,  
Bhayandar (West)

33. The Purchaser shall at the time of making payment of the installments mentioned in Clause 8 deposit with the Developers the following amounts :-

- i) Rs. 7500/- lumpsum amount of legal charges for this agreement and formation of society.
- ii) Rs. 261/- for share money, application and entrance fee of the Society.
- iii) Rs. 5,000/- Security deposit for proportionate share of taxes and other outgoings.
- iv) Rs. 5,000/- towards deposit of electric meter and water meter.
- v) Rs. 12,000/- towards corpus fund @ Rs.20/- per sq.ft. on carpet area to be created for use of common facilities and for maintenance of compound etc.
- vi) Developing charges. 11,760/-



In case there shall be deficit in this regard, the Purchaser shall forth with on demand pay to the Developers his/her proportionate share to make up such deficit.

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34. It is further agreed between the Developers and the Purchaser at the time of execution of Conveyance in favour of the said Co-operative Housing Society, the Purchasers and/or the said Society shall reimburse to the Developers IOD, deposits and other refundable deposits paid by the Developers in respect of the said Building.

35. The Deed of Conveyance and other documents for transferring the title in favour of the said Society in respect of the said Property and the said Building shall be prepared by M/s. Kirit N. Damania & Co., and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said Property.

36. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Developers.

37. The Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said Building of which the aforesaid premises form part and the Purchaser shall have no right to object to the same.

38. The Purchaser himself with intention to bind all persons into whatsoever hands the said premises may come, doth hereby covenant with the Developers as follows :

- (a) To maintain the said premises at Purchaser's costs in good tenantable repair and condition from the date the possession of the said 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, and also in the stair-case or any

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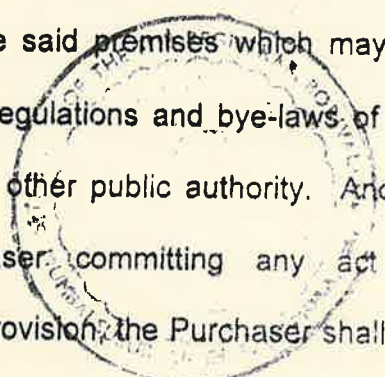
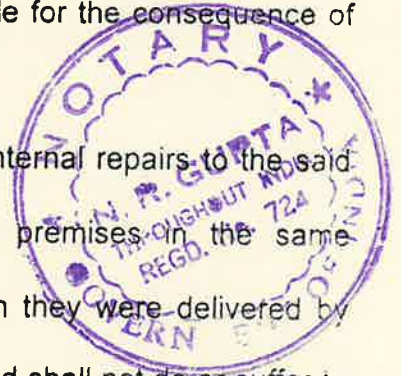
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passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the said premises is situated and the said premises itself or any part thereof.

(b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequence of the breach.

(c) To carry out at his own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the Developers in which the said premises are situated or the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be



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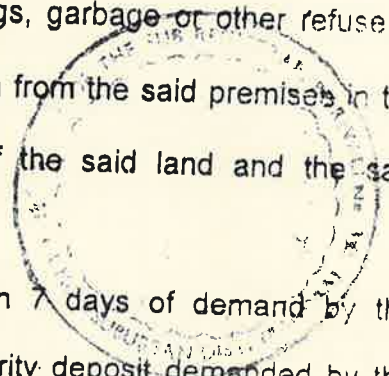
responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the said premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drains and 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 part of the said Building and the Purchaser shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Developers and/or the Co-operative Society. In case on account of any alterations being carried out by the Purchaser in the said premises (whether such alterations are permitted by the concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains) the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages).



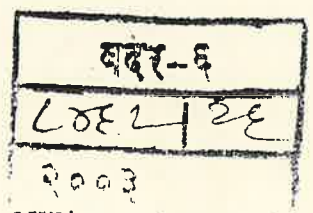
(e) Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the said Building.

(f) Pay to the Developers within 7 days of demand by the Developers his share of security deposit demanded by the



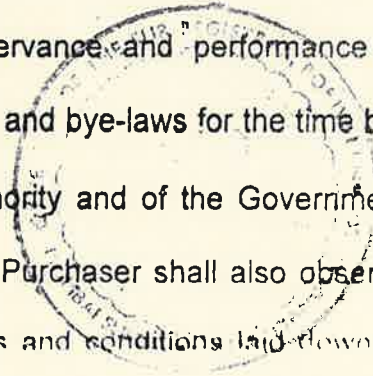
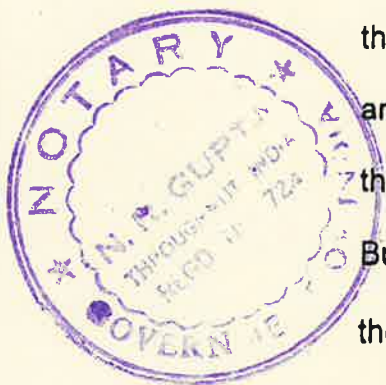
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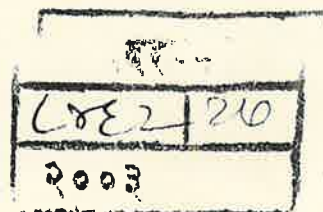


Concerned Local Authority Tax and or any other service connection to the said Building.

- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said premises by the Purchaser.
- (h) The Purchaser shall not let, sub-let, transfer, assign, or part with Purchaser's interest or benefit factor of this Agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing of the Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developers.
- (i) The Purchaser shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception 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 premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned Local Authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the said

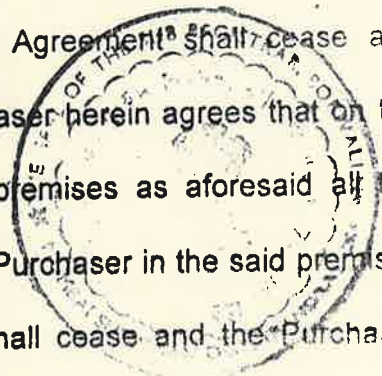


K.M. Munani



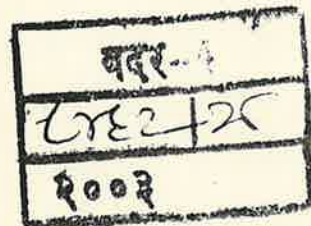
premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (j) Till Deed of Conveyance in respect of the said Property and the said Building is executed the Purchaser shall permit the Developers and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part thereof to view and examine the state and condition thereof.
- (k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the recitals thereof). If the Purchaser neglects, omits or fails to pay for any reason whatsoever to the Developers the amount payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Developers shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Developers re-entry on the premises as aforesaid all the right, title and interest of and Purchaser in the said premises and under this Agreement shall cease and the Purchaser shall also be liable for immediate ejectment as a trespasser. The Purchaser shall thereupon cease to have any right or



*[Handwritten signature]*

GIGIGIT  
K.M. Munani

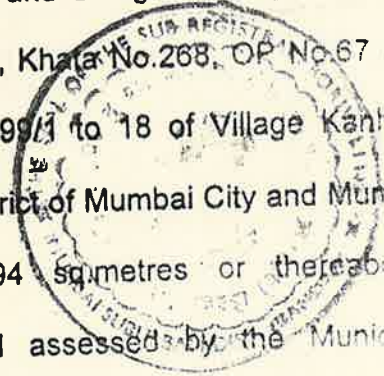
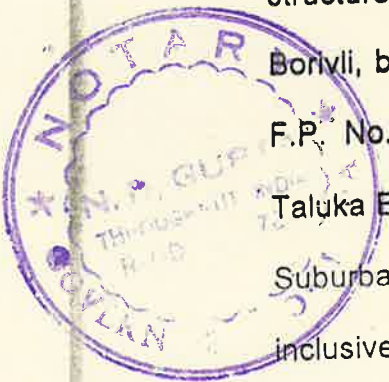


interest in the said premises. In that event all the moneys paid herein by the Purchaser (except the outgoings apportionable to the said premises till the date of such termination) shall after Sixty days of such termination be refunded by the Developers to the Purchaser.

39. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering conveyance and any other documents required to be executed by the Developers or by the Purchaser stamp and registration charges in respect of such documents transferring land and Building in favour of the Co-operative Society as well as the entire professional costs of the Advocates of the Developers in preparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of such Society. The Developers shall not contribute anything towards such expenses. The Purchaser shall on demand pay to the Developers his proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in Clause 41 above.

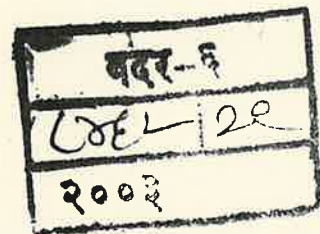
THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground together with structures standing thereon situate lying and being at Village Kanheri, Borivli, bearing Survey No.78, Hissa No.2, Khata No.268, OP No.67 and F.P. No. 91 and bearing C.T.S. No.99, 99/1 to 18 of Village Kanheri, Taluka Borivli, in the Registration Sub-District of Mumbai City and Mumbai Suburban District admeasuring 4353.94 sq metres or thereabouts inclusive of the area in set-back and assessed by the Municipal Corporation of Greater Mumbai Ward "R" 4423(1)418,(2) 417 and (3) 418.



गि. अ. अ. अ.  
R.M. Munani

28





IN WITNESS WHEREOF, the Developers and the Purchaser/s have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

SIGNED AND DELIVERED by the )  
Within named "DEVELOPERS" )  
M/S. NOOPUR DEVELOPERS )  
In the presence of..... )  
..... )

**For NOOPUR DEVELOPER,**  
*(Signature)*  
Partners.

SIGNED AND DELIVERED by the )  
Within named "PURCHASER" )  
MR./MRS. Smt. Babiben P. Munani )  
Smt. Kajal M. Munani )  
..... )  
in the presence of..... )

अथवा अज्ञात विक्रेता )  
K.M. Munani )



बंदर-4
672/30
२००३

RECEIVED the day and year first )  
Hereinabove written of and from )  
The withinnamed Purchaser the sum )  
Of Rs. 61,200/- (Rupees )  
Sixty one Thousand )  
Two Hundred only only) )  
Being the amount of earnest money )  
Or deposit to be paid by him/her )  
To us by Cash/Cheque No. 085246 )  
Dated 2/10/2003 drawn on )  
United Western Bank Ltd. Bank. )

WE SAY RECEIVED

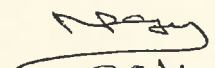
For NOOPUR DEVELOPERS



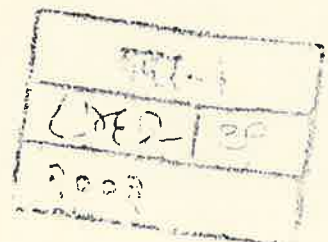
PARTNER

WITNESSES :

CERTIFIED TRUE COPY  
ATTESTED BY ME

  
20/10/03

N. R. GUPTA  
NOTARY  
(GOVT. OF INDIA)



# KIRIT N. DAMANIA & CO.

ADVOCATES & SOLICITORS

K. N. Damania,  
B. Solicitor  
No. 1113, 11th Floor,  
Apartment,  
Pavillion Compound,  
Sahakar Desai Road,  
Mumbai - 400 026.

Telephone : 282 3317  
Office : 282 3965  
287 2906 (Fax)  
Resl. : 497 4503  
Office :  
Unit No. 1113, 11th Floor,  
Rajhaja Centre,  
Free Press Journal Road,  
Nariman Point, Mumbai - 400 021

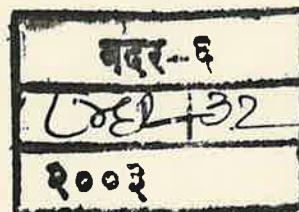
1

## TO WHOMSOEVER IT MAY CONCERN

Re:- Property being land at Village Kanheri, Borivli, bearing Survey No.78, Hissa No.2, Khata No.268 F.P.No:67 and F.P.No.91 and bearing CTS No.99, 99/1 to 18 of Village Kanheri, Taluka Borivli in the Registration Sub-District of Mumbai City and Mumbai Suburban District admeasuring 4353.94 Sq.mtrs or thereabouts inclusive of the are in set-back and assessed by the Municipal Corporation of Greater Mumbai Ward "R" 4423 (1) 418, (2) 417 and (3) 418.

THIS IS TO CERTIFY that we have investigated the title in respect of the above Property.

2. The present Owners of the said Property are (1) SHRI.OMPRAKASH TRIVEDI for himself and as the Karta and Manager of his Joint Hindu Family consisting of himself his wife (a) NEELAGAURI (b) his son DHARAMKUMAR (c) married daughter AARTI wife of DHARMESH (2) SMT.BHAVNA MOHAN TRIVEDI (3) SMT.MAYURI AJIT DEWANI (4) KUM.MAMTA S.TRIVEDI (5) SMT.FALGUNI SHOHAN TRIVEDI (6) PREEJESH PANDYA (7) DEVKUMAR SURESHCHANDRA TRIVEDI (8) SMT.CHETNA JAYENDRA RATHOD (9) SHRI.SHASHANK K.BHATT and (10) KUM.RUPAL K.BHATT.



3. By 10 separate Agreements all dated 30th August the remaining Owners have agreed to grant development right in respect of respective share right title and interest in the Property unto the Developers. The said Owners are  
(1) SHRI.OMPRAKASH TRIVEDI for himself and as the Karta Manager of his Joint Hindu Family consisting of himself his (a) NEELAGAURI (b) his son DHARAMKUMAR (c) married daughter wife of DHARMESH (2) SMT.BHAVNA MOHAN TRIVEDI (3) SMT. MAJIT DEWANI (4) KUM.MAMTA S.TRIVEDI (5) SMT.FALGUNI S. TRIVEDI (6) PREETI RAJESH PANDYA (7) DEVKUMAR SURESHCHANDRA TRIVEDI (8) SMT.CHETNA JAYENDRA RATHOD (9) SHRI.SHASHANK K. BHATT and (10) KUM.RUPAL K.BHATT.

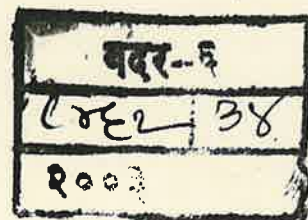
4. The predecessors in title of the present Owners by an Agreement dated 7th May 1978 agreed to sell the structure standing on the said Property to M/s.La-Builde, a registered partnership firm and also agreed to grant a lease of the Property for a term of 98 years as therein mentioned.

5. Pursuant to the said Agreement M/s.La-Builde constructed on a portion of the said Property a building known as Sambhav Darshan and sold premises therein on what is known as co-ownership basis.



682 B

- 30th August  
development right  
interest in the  
re  
the Kartar  
himself his  
daughter  
(3) SMT. M  
.FALGUNI S  
SURESHCHA  
SHASHANK K.D
6. The Purchasers of premises in the said Building formed a Co-operative Society in the name of Sambhav Darshan (Jamli Gali Co.op.Hsg.Soc.Ltd (herein referred to as "the Society").
7. Since there is a scope of further developing the said property by utilising the balance Floor Space Index (FSI) of the said Property as also further FSI that may be generated by demolishing such of the existing structures on the said Property as may be demolished as also FSI as may be available by way of Transfer of Development Rights (TDR), M/s.Noopur Developers have under an Agreement dated 4th June 1997 agreed to obtain from M/s.La-Builders their right title and interest in the said Property.
8. By 10 separate agreements all dated 30th August 1997 the aforesaid Owners (specified in paragraph 3 hereof) have agreed to sell their respective right title interest in the said Property to M/s.Noopur Developers.
9. M/s.Noopur Developers have also arrived at an Agreement with the Society whereby they have agreed to execute and/or cause to be executed by the Owners a lease in respect of the land on which the Building Sambhav Darshan is constructed (to be determined by Noopur Developers) in favour of the Society for a
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M/s.La-Bu  
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APP. NO.:

**EXTRACT FROM THE PROPERTY REGISTERED CARD**

SURVEY कावेरी

TALUKA : BORIVALI

Dist. MUMBAI  
SUBURBAN  
Dist.

Survey	Area Sq. Mtrs.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
	3629	C	37 ₹ 500-50 दि 1-1-01 पासून दिलेले - 22/9/98 (24 पर्यंत)
Encumbrances			
Remarks			

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (o) %	Attestation
	<p>31/3/98 जि कावेरी मु 3 कावेरी मॉन्टेकॅडीला क्व एन्डीयन/एड (ए-डी.सी/4490 दि 1/1/00 प्रमाणे दि शे कारा नोंद घेतली</p> <p>अजिबात पत्रावर प्रतिज्ञापन द्यावयाचे शुद्धी दाखला 1/22/98 कोरीव वजबाब प्रमाणे मॉन्टेकॅडीला कावेरी क्व कावेरी क्व कावेरी क्व दाखला केले 22/3/98 दि 21/10/98</p>		<p>या (1) जोगेंद्रकाश लक्ष्मीशंकर तिवेदी</p>	<p>कावेरी क्व 31/1/98 1/22/98 कोरीव</p> <p>कावेरी क्व 31/1/98 1/22/98 कोरीव</p>



बदर-६  
८६२३६  
२००३

बदर-६  
२/३४  
०३

१०/१८ अर्ज दायता पत्र  
 प्रतिज्ञापन दायता पत्र  
 मूलभूत दायता पत्र  
 वंजकाबापुधाने  
 ममाने नोंद करणे  
 करून वारसाचे नोंद  
 दायता केले व  
 त्मातील ममाने  
 नोंद करणे केले  
 (स्वातंत्र्य नमूने  
 २३/३ ते १८)

३१८  
 १२२३१ बोरीवडी  
 मान्येकडील  
 कादंबरे क नमू  
 कादंबरे क नमू  
 २२ २२/३ ते १८/१८  
 दि ३१/१२/१८

६१

- (२) देवकुमार एक निवेदी
- (३) भावना एक निवेदी
- (४) मगुरी ए. देवकारि
- (५) ममता एक निवेदी
- (६) फाल्गुनी एक निवेदी
- (७) शीला कारा पांड्या
- (८) चेतना जे राठोड
- (९) जलल राजीव भट्ट
- (१०) बिजल मकरांकुमार गांधी
- (११) कावला कणक निवेदी
- (१२) वाशांक के भट्ट
- (१३) कपला के भट्ट

EXTRACT  
 SURVEY

Survey	Sq.
	2
Remarks	

२१/११/१८  
 १३/११/१८

१२२३१८

अर्ज क्र. - ५३३  
 नकल अर्ज दाखल तारीख २१/११/१८ एकूण नोंदी ४  
 नकल तयार तारीख २१/११/१८ नकलेचे शुल्क ८२  
 नकल दिल्याची तारीख २१/११/१८  
 नकल तयार करणार [Signature]  
 शुल्क ८२  
 एकूण शुल्क - ८२



राज्य प्रतिलिपी

[Signature]  
 २१/११/१८  
 राज्य सू-मापन अधिकारी  
 बोरीवडी



बदर -- ६  
 ६४५ ३०  
 २००३

Trans  
 लि २  
 नं २  
 नं २२  
 दाखल तारीख २१/११/१८  
 तयारी तारीख २१/११/१८  
 करणार [Signature]  
 मणार [Signature]



APP. NO.:

**EXTRACT FROM THE PROPERTY REGISTERED CARD**

SURVEY

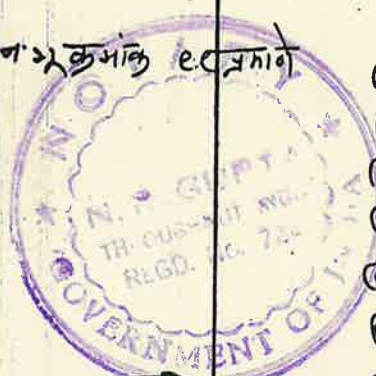
कैरि

TALUKA : BORIVALI

Dist. MUMBAI  
SUBURBAN  
DIST.

Survey	Area Sq. Mtrs.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
237		C	खि.स.न ९९ प्रमाणे
/			
Encumbrances			
Remarks			

No	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (o) %	Attestation
2	खि.स.न.सारा	न.प्र.क्र ९९ प्रमाणे	आ	सही २२५ ३०/७
८	न.प्र.क्र.मांक ९९ प्रमाणे		ओमप्रकाश लक्ष्मीशंकर त्रिवेदी	न.प्र.क्र.मांक ९९ मुं सही २२२ १३/११/५४
	न.प्र.क्र.मांक ९९ प्रमाणे		(आ) (१) देवकुमार एय त्रिवेदी (२) भावना एय त्रिवेदी (३) मधुरी ए देवाणी (४) ममता एय त्रिवेदी (५) फाल्गुनी एय त्रिवेदी (६) प्रीती आर पांडमा (७) चेतना जे गहोड (८) जलत यंजीव गह (९) विजला मॅक्सीकुमार गांधी (१०) आनला कणक त्रिवेदी (११) राशांक के गह (१२) रूपल के गह	न.प्र.क्र.मांक ९९ मुं सही २२२ १३/११/५४ न.प्र.क्र.मांक ९९ आ कैरिवाली



बदर-६  
४६५ ३०  
००३

बदर-६  
४६५ ३०  
००३

न.प्र.क्र.मांक ९९ मुं  
सही २२२  
१३/११/५४  
न.प्र.क्र.मांक ९९ आ  
कैरिवाली

सत्य प्रतिलिपी  
१३/११/५४  
बदर व. मापन अधिकारी  
बोरीवली

सही २२५  
न.प्र.क्र.मांक ९९ मुं

APP. NO.:

**EXTRACT FROM THE PROPERTY REGISTERED CARD**

SURVEY

कहरी

TALUKA : BORIVALI

Dist. MUMBAI  
SUBURBAN  
DIST.

Survey	Area Sq. Mtrs.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
1	23-4	C	रि स न १९ पहाणे
/			
Encumbrances			
Remarks			

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (o) %	Attestation
1952	लि. शे. सारा	नं. ५५५	प्रभाणे	सही ५५५
1952	नं. ५५५	१९	प्रभाणे	५५५
	नं. ५५५	१९	प्रभाणे	सही ५५५
			(था)	१३/११/५५
			(१) देवकुमार एल. गिनेदी	नं. ५५५
			(२) भावना एल. गिनेदी	कोरीवली
			(३) मधुरी ए. देवाणी	
			(४) ममता एल. गिनेदी	
			(५) फाल्गुनी एल. गिनेदी	
			(६) प्रीती आर. पांडगा	
			(७) चेतना जे गवडे	
			(८) जयलत संजीव गह	
			(९) विजला मकराकृष्ण गवडे	
			(१०) आनंदा कान्हो गिनेदी	
			गवडे गह	
			के गह	
			एकूण नोंदी	
			एकूण शूलक	



आर्क बायल तारीख ५/११/५५  
 नं. ५५५  
 नं. ५५५  
 नं. ५५५  
 नं. ५५५

सत्य पतिलिपी  
 Ramar  
 नगर भू-मापन अधिकारी  
 बोरीवली

बदर-६  
 २००३









Survey	Area Sq. Mtrs.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
35/5	320	C	शि.स.न ९९ प्रमाणे
Encumbrances			
Remarks			

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrance (o) %	Attestation
11/02	शि.स.न ९९ प्रमाणे			सही २५५
11/१६	न.भू.क्र.मां.७ ९९ प्रमाणे		श.ता	३०१७
11/२६	न.भू.क्र.मां.७ ९९ प्रमाणे		स्वामप्रकारा लक्ष्मीशंकर त्रिवेदी	न.भू.क्र.मां.७ ९९ प्रमाणे
			(श.ता)	सही २५५
			(१) देवकुमार एय त्रिवेदी	१३/११/९८
			(२) मावजा एय त्रिवेदी	न.भू.क्र.मां.७ ९९ प्रमाणे
			(३) मभुरी ए देवाणी	कोरीवळी
			(४) मभता एय त्रिवेदी	
			(५) फालगुजी एय त्रिवेदी	
			(६) श्रीती.कार पांडे	
			(७) चेतना जे गवडे	
			(८) जलत यंजी गवडे	
			(९) विजला मकरकुमार गांधी	
			(१०) सान्धला कानक त्रिवेदी	
			(११) शशांक के भट	
			(१२) रूपल के भट	



क्र. ५३३	एकूण नोंदी	
माला कार्य दाखल तारीख २९/११/९८	मकलेचे शुल्क	८८
माला कायदा तारीख २९/११/९८		
माला दिल्हाची तारीख २९/११/९८		
माला कायदा करणार	दयागव शुल्क	०५
माला कायदासणार	एकूण शुल्क -	८५

सत्य पतिलिपी  
 नगर नू-मापन अधिकारी  
 बोरीवळ

बदर-६  
 ८४२/५४  
 २००३





Survey	Area Sq. Mtrs.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
18/99	32-0	C	खि. स. न. ए. प्रमाणे
Encumbrances			
Remarks			

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrance (o) %	Attestation
11/02	खि. स. न. ए. प्रमाणे	न. म. क्र. ९९	खि. स. न. ए. प्रमाणे	सही २०२५
12/02	न. म. क्र. ९९	९९	खि. स. न. ए. प्रमाणे	३०१७
13/02	न. म. क्र. ९९	९९	खि. स. न. ए. प्रमाणे	न. म. क्र. ९९ मुंबई
14/02	न. म. क्र. ९९	९९	खि. स. न. ए. प्रमाणे	सही २०२५
			(घा)	१३/११/१९९९
			(अ) देवकुमार ए. स. त्रिवेदी	न. म. क्र. ९९ मुंबई
			(ब) भावना ए. स. त्रिवेदी	सही २०२५
			(ग) मधुरा ए. देवाणी	१३/११/१९९९
			(घ) मंगला ए. स. त्रिवेदी	न. म. क्र. ९९ मुंबई
			(ङ) फाल्गुनी ए. स. त्रिवेदी	सही २०२५
			(च) प्रीती सार पांडे	१३/११/१९९९
			(छ) चेतना जे गवडे	न. म. क्र. ९९ मुंबई
			(ज) जलतां यंजीव	सही २०२५
			(झ) विजला मंगरीक	१३/११/१९९९
			(ञ) सान्ध्या काठक	न. म. क्र. ९९ मुंबई
			(ड) राधाक के भट	सही २०२५
			(ण) रूपन के भट	न. म. क्र. ९९ मुंबई



सत्य प्रतिलिपी  
 न. म. क्र. ९९ मुंबई  
 नगर भू-मापन अधिकारी  
 बोरीवली

बदर-६  
 ८७६२/९६  
 १००३

न. म. क्र. ९९ मुंबई  
 न. म. क्र. ९९ मुंबई  
 न. म. क्र. ९९ मुंबई  
 न. म. क्र. ९९ मुंबई



Survey	Area Sq. Mtrs.	Tenure	Particulars of accessment for rent paid to Government and when due for revision
88 93	30-2	c	खि.स.न ११ पहाणे

Encumbrances  
Remarks

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrance (o) %	Attestation
10/02	खि.स.नारा	न.मू.क्र १९	प्रभाणे	सही २२५
11/02	न.मू.क्रमांक १९	१९	प्रभाणे	3017
12/02	न.मू.क्रमांक १९	१९	प्रभाणे	न.मू.क्र.मुंबई
			श्री.स.न. लक्ष्मीशंकर त्रिवेदी	सही २२२
			(शा)	13/10/15
			१) देवकुमार एल त्रिवेदी	न.मू.मुंबई नगरपालिका
			२) भावना एल त्रिवेदी	कोरीवर्क
			३) मधुरा ए देवाणी	
			४) मधुरा एल त्रिवेदी	
			५) फाल्गुनी एल त्रिवेदी	
			६) श्रीती झार पांडंग	
			७) चेतना जे गहोड	
			८) जलत संजीव गह	
			९) विजला मंजरीकुमार	
			१०) आनंद कर्नाक त्रिवेदी	
			११) राशोक के गह	
			१२) मपन के गह	



अर्ज क्र. - 433  
 नकल अर्ज दाखल तारीख 12/02/15 एवढा नोंदी  
 नकल तयार तारीख 21/02/15 एवढा शुल्क  
 नकल दिल्याची तारीख 21/02/15 एवढा  
 नकल तयार करण्याची तारीख 21/02/15 एवढा  
 नकल तपासणार

एवढा शुल्क - ८५५

सत्य प्रतिलिपी  
 नगर सू-मापन अधिकारी  
 बोरीवर्क

सही २२२  
 न.मू.क्र. कोरीवर्क

बंद-६  
 २००३



Survey	Area Sq. Mtrs.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
85 74	38-4 7	c 7	शि.स.न १९ पहाणे
Encumbrances			
Remarks			

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (o) %	Attestation
01/02 7 7 7	शि.स.नारा / न.भू.क्र.मां. १९ पहाणे न.भू.क्र.मां. १९ पहाणे न.भू.क्र.मां. १९ पहाणे		ज.भू.क्र. १९ पहाणे था ओमप्रकार लक्ष्मीशंकर तिवेदी (था) २) देवकुमार एल तिवेदी ३) मावजा एल तिवेदी ४) मभुरी ए देवावी ५) मभता एल तिवेदी ६) फालगुनी एल तिवेदी ७) श्रीती.कर पांडंग ८) चेतना जे गढेड ९) जलत संजीव गढे १०) विजला मॅकरीकुमार गांधी ११) आचला कणल तिवेदी १२) राशोक के गढे १३) रूपल के गढे	सही २५५ ३०७ न.भू.क्र.धुमेवर्ष सही २५५ १३/११/९६ न.भू.क्र.मां. १९ पहाणे केरीवकी



अर्ज क्र. - 433  
 अर्ज दाखल तारीख 29/11/96  
 नकल तयार तारीख 29/11/96  
 नकल दिल्याचे तारीख 29/11/96  
 नकल तयार करणारा  
 नकल तपासणारा

नोंदी \_\_\_\_\_  
 शुल्क \_\_\_\_\_  
 एकूण शुल्क - ८२५

सत्य पतिलिपी  
 29/11/98  
 नगर सू-मापन अधिकारी  
 बोरीवकी

पदर-६  
 ८६२/४०  
 २००३

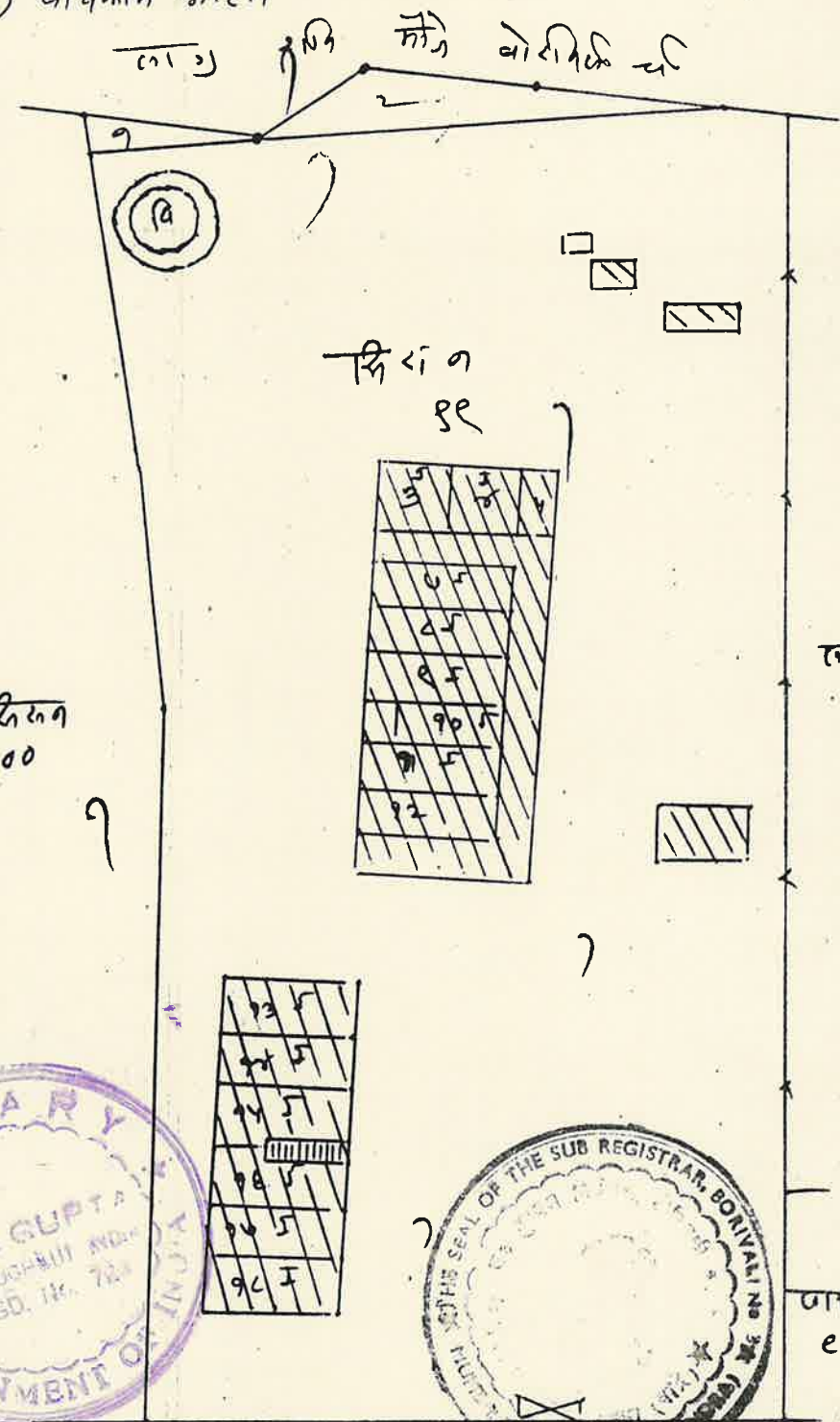








वी०- २०२२/२३ का ११११ नं० का ~~कानून~~ लाला २०१५ का ११११ नं० का ११११  
 कक्षा (६) बांधकाम काहेल



ला ३  
१००

ला ३  
९०



बदर-६  
८०६२५४  
२००३

सत्य प्रतिनिधि  
 [Signature]  
 नगर मू-माली कार्यालय  
 पोलीस

५३३  
 दाखल तारीख १०/१०/२२ एकूण नोंदी १२०११/१९  
 नगर कार्यालय १५/११/२२ नकलपो शुल्क ११२५०  
 न्यायी तारीख २५/११/२२  
 नगर कार्यालय [Signature]  
 न्यायकार [Signature] तगनाम शुल्क ०५०  
 एकूण शुल्क - ११३-

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

TRUE COPY

Handwritten signature

No. E. B./CE/A-2051/BP(WS)S/A/R

of 199 -199

17 NOV 1998

MEMORANDUM  
AGINDAS GORADIA  
DIRECTOR SURVEYERS,  
144, S V. Road,  
BOMBAY-400 067

Municipal Office,

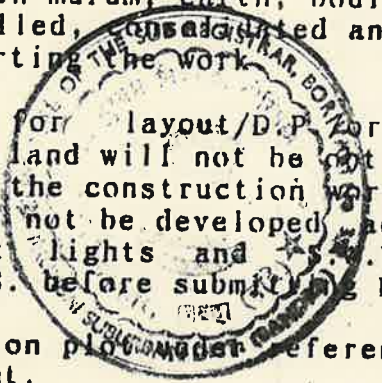
Mumbai .....199

Shri. Noopur Developers C.A. to Owner

With reference to your Notice, letter No. 337...dated. 20.1.88) 1998 and delivered on 31.9.1998 and the plans, Sections Specifications and Description and further particulars and detail of your building on plot bearing O.P. No.67, F.P. No.94 of TPS-III, Borivali at Jamblu Gully, Borivali (W).  
I have to inform you that I cannot approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/ BEFORE PLINTH C.C.

- 1) That the Commencement Certificate U/s.44/69(1) (a) of the MR & TP Act, will not be obtained before starting the proposed work.
- 2) That the compound wall will 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. Regulation No.38 (27) (i).
- 3) That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. 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.
- 4) That the specifications for layout/D.P. for access roads/development of set back land will not be obtained from E.E.R.C.(W.S) before starting the construction work and the access and set-back land will not be developed accordingly including providing street lights and S.D., from E.E.(R.C.)/E.E.(S.W.D.) of W.S. before submitting B.C.C.
- 5) That the proposed development on plot under reference shall not be restricted to 5000 sq.mt.
- 6) That the Structural Engineer will not be appointed, Supervision memo as per Appendix XI (Regulation 5 (3)(ix) will not be submitted by him.
- 7) That the structural details & calculations for the proposed work and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.



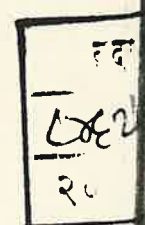
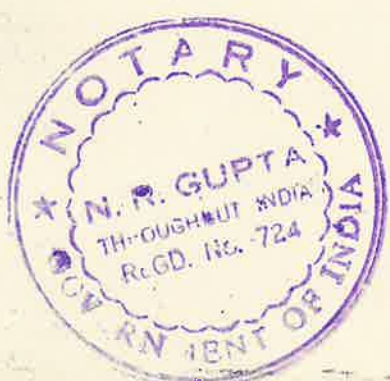
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2002

...2...

- 8) That the sanitary arrangement shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
- 9) That the Agreement with the existing tenant along with the plans will not be submitted before C.C.
- 10) That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.
- 11) That the Indemnity Bond 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.
- 12) That the existing structure proposed to be demolished will not be demolished or necessary Phase Program with agreement will not be submitted and got approved before C.C.
- 13) That the requirements of N.O.C. of Lift Inspector, B.S.E.S. will not be obtained and the requisitions, if any will not be complied with before occupation Certificate/B.C.C.
- 14) That the qualified/Registered site supervisor through Architects/Structural Engineer will not be appointed before applying for C.C.
- 15) That extra water and sewerage charges will not be paid to A.E.W.W. R/North Ward before C.C.
- 16) That the true copy of the sanctioned layout/subdivision/amalgamation approved under No.CE/1799/LOR dated 12/11/98 along with the T & C thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- 17) That the Development charges as per M.R.T.P. (Amendment) Act 1992 will not be paid.
- 18) That the requisite premium as intimated will not be paid before applying for C.C.
- 19) That the Reg. u/t shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 20) That the C.C. shall not be asked unless payment of advance for providing treatment at construction site is made to Insecticide Officer shall not be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder.
- 21) That the Phase program will not be got approved before C.C.

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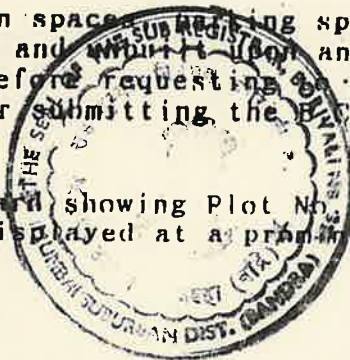


B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

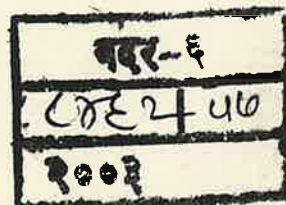
- 1) That the Notice in the form of Appendix XVII of D.C. Regulation shall not be submitted on completion of plinth.
- 2) That temporary water connection for construction purpose will not be obtained.
- 3) That the requirement of N.O.C. from C.A., U.L.C. & R. Act, will not be complied with before starting the work above plinth level.
- 4) That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved.

C. GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

- 1) That the conditions mentioned in the clearance under No. C/ULC/Desk-III/22/1469 dated 20-1-1980 obtained from Competent Authority under U.L. (C & R) Act., 1976 will not be complied with.
- 2) That the separate vertical drain pipe, soil pipe with a separate Gully Trap, Water Main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 3) That the some of drains will not be laid internally with C.I. pipes.
- 4) That the dust bin will not be provided as per C.E.'s Circular No.CE/9297/II of 26/6/1978.
- 5) 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 certificate will not be obtained and submitted before applying for Occupation Certificate/B.C.C.
- 6) That the existing well will not be covered with R.C.C. slab.
- 7) That 10'-0" wide paved pathway up to staircase will not be provided.
- 8) That the surrounding open spaces and terrace will not be kept open and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
- 9) That the name plate/board showing Plot No. Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.



.....5....





2 DEC 1998

COMMENCEMENT CERTIFICATE

M/s. Noopur Developers C.A. to owner.

With reference to your application No. 8515 dated 3-9-198 for Development Permission and grant of Commencement Certificate under section 45 & 69 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 Proposed Bldg. consisting of Wing A & Wing B C.T.S. No. 99,99/1 to 18 at premises at Street Jambli Gully Village Kanheri O.P. No. 67, F.P. No. 94 of TPS-III, Borivali situated at Borivali (West) Ward R/North

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

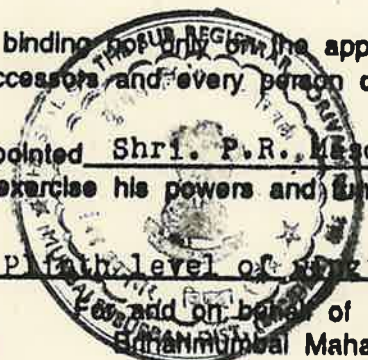
- 1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
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 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 & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai 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 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 Mumbai is contravened or not complied with.
(c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application 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 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The condition of this certificate shall be binding 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. P.R. Meoorkar Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is restricted for work upto P 1st level of zone 'B' only Fee paid on behalf of Local Authority Brihanmumbai Mahanagarpalika



Handwritten stamp with 'बदर-6', '0024e', and '0003'.



Signature of P.R. Meoorkar dated 21/12/98.

Asst. Engineer, Building Proposal (West. Sub.) 'P' & 'R' Wards

FOR MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

before starting... as per D.O... and debris within a period... Act. will not... adequacy

बदर-6, 0003

Signature of P.R. Meoorkar, Assistant Engineer, Building Proposal (W. S.) B-1

copy, 014, 05, 06, 997

21 APR 1999

*J.R. Mydas*  
AC [BP] P/N

9. This CC is extended further for entire work of wing B  
i.e. G+7 floors as per approved plans dated 19.8.99.

- 7 SEP 1999

*J.R. Mydas*  
AC [BP] P/N

बदर-६  
LYEY २०  
२००३



To, M/s. No.

Sr. With Development Maharashtra permission building to the C.T.S. No. at premises Village Kanh situated at

- The C
1. The land shall form part of the development.
  2. That no other work shall be permitted to be carried out on the land.
  3. The Commencement of the development shall be deemed to have commenced from the date of the issue of this certificate.
  4. This permission is granted on the condition that the applicant shall not apply for any other permission under the provisions of the Act, 1966.
  5. This certificate shall be valid for a period of 12 months from the date of issue.
  6. This Certificate shall be subject to the following conditions:
    - (a) The development shall be carried out in accordance with the approved plans.
    - (b) Any of the conditions imposed by the local authority shall be complied with.
    - (c) The Municipality shall be satisfied that the applicant has the title through which the development work is being carried out under the Planning Act, 1966.
  7. The conditions of this certificate shall be binding on the executors, assignees and transferees of the applicant under him.

The Municipal Authority under This C.C.