



Tuesday, August 24, 2004

12:32:58 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 7113

गावाचे नाव गिरगाव

दिनांक 24/08/2004

दस्तऐवजाचा अनुक्रमांक

बबई 1 - 06944 - 2004

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: मेसर्स गुरु राजेंद्र मेटल्स प्रा लि चें संचालक पारसमल . जैन

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

860.00

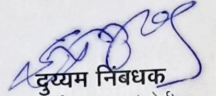
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (43)

30860.00

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रु.

आपणास हा दस्त अंदाजे 12:47PM ह्या वेळेस मिळेल


 दुय्यम निबंधक
 मुंबई शहर 1 (फोर्ट)

बाजार मूल्य: 6103338 रु. मोबदला: 5500000रु.

भरलेले मुद्रांक शुल्क: 289000 रु.

देयकाचा प्रकार : चलनाने,

चलन क्रमांक: 11; रक्कम: 30000 रु.; दिनांक: 23/08/2004

भारतीय रिजर्व बँक

02870

RESERVE BANK OF INDIA

फोर्ट, मुम्बई - 400 001. FORT, MUMBAI 400 001.

लोक लेखा विभाग PUBLIC ACCOUNTS DEPARTMENT

चालान प्राप्त रसीद

CHALLAN ACKNOWLEDGEMENT

चालान सं.

Challan Number

खाता कोड

Account Code

खाता का नाम

Account Name

जमा कर्ता का नाम

Name of Depositor

धनराशि (Rupees)

Amount (in Rupees)

USR-ID RBT TLR-ND 39 DATE : 23/08/04

11

6102002003

0030 STAMPS AND REGIS

GURU RAJENDRA METALS

*****31,000.00

thirty one thousand only

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : **131306**

Receipt Date : **18-AUG-04**

Received From : **M/S GURU RAJENDRA METALS PVT LTD**

On Account of : **SALE OF STAMPS**

Counter No. **CNT-2**

| Mode of Payment | DD/PO/CHQ/ RBI-Challan No. | Date | Bank Name & Branch | Area Code | Amount (In Rs.) |
|-----------------|-------------------------------|-----------|-----------------------------------|--------------|--------------------|
| PO | 21309 | 12-AUG-04 | CENTRAL BANK OF INDIA (CBI) | 0 | 289,000.00 |

DELIVERED

Case No. :

Lot No. :

Lot Date :



| Sr. No | Description of Stamps / Franking | Quantity | Denomination | Amount (in Rs.) |
|--------|-------------------------------------|----------|--------------|--------------------|
| 1 | SPECIAL ADHESIVE | 1 | 289000 | 289,000.00 |

DELIVERED



Total :

289,000.00

Rs. : **289000**

Rupees :

Two Lakh Eighty Nine Thousand only

Cashier / Accountant

C. G. SHEKAR Signature / Designation

Note : At the time of registration, please produce the original receipt before the Sub-Registrar.

assigns) and/or the partner or partners of the said firm for the time being the survivor or survivors of them and heirs, executors, administrators and its permitted assigns) of the

Other Part.

Pin

Shri P. N. Chincholkar
Proper Officer
General Stamp Office, Mumbai

DIA
 R.0289000
 STAMP DUTY MAHARASHTRA
 132649 AUG 18 2004

65667
 SOCIAL REGISTER
 ADMINISTRATIVE
 132649 AUG 18 2004

For Valuation



13130

THIS AGREEMENT made at Mumbai this 20th day of August in the Christian Year Two Thousand Four between **M/S. GOODWILL PROPERTIES PVT. LTD.** a Company incorporated under the provisions of the Companies Act 1956 having its registered office at Gordhan Building No.II, 2nd floor, 12-14, Dr.Parekh Street, Mumbai 400 004, hereinafter referred to as the "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part and **M/S.GURU RAJENDRA METALS PVT.LTD**, a Company incorporated under Indian Companies Act, 1956, carrying on business at 302, Majestic Shopping Center, 144, Girgaon Road, Mumbai 400 004, hereinafter called the "**FLAT PURCHASERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their respective heirs, executors, administrators and assigns) and/or the partner or partners of the said firm for the time being the survivor or survivors of them and heirs, executors, administrators and its permitted assigns) of the Other Part.

M/S. GURU - R.



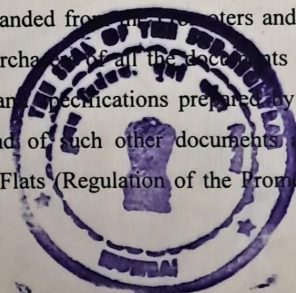
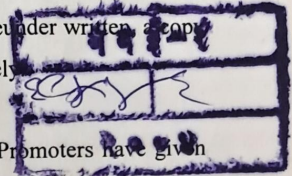
GENERAL STAMP OFFICE FORT, MUMBAI
 R. 0289000
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 AUG 18 2004
 13130

x [Handwritten signatures]

Shri P. N. Chichare
 Proper Officer
 General Stamp Office, Mumbai

WHEREAS:

- (a) By an agreement dated 24th December, 1991 read with Supplemental Agreement dated 20th November, 1992 entered into by and between Mrs. Jayshreedevi Onkar Ban and Mrs. Gunvantidevi Gautam (hereinafter referred to as "the Owners") and the Promoters herein; the Owners have agreed to sell to the Promoters herein and the Promoters herein have agreed to purchase from the Owners all that piece or parcel of land bearing C.S.No.1553 of Girgaum Division admeasuring 1451.32 sq.mtrs. or thereabouts which property is more particularly described in the First Schedule thereunder written (for the sake of brevity hereinafter referred to as "the said Property") which is the same as set out in the Schedule hereunder written and on the terms and conditions set out therein; in respect whereof Appropriate Authority Bombay appointed under Income Tax Act 1961 have on 24th February, 1992, granted their No Objection.
- (b) The Promoters has proposed to construct on the said property more particularly described in the First Schedule hereunder written a new multistoried building consisting of 25 or more upper floors (hereinafter referred to as "the said building").
- (c) The Promoters have entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- (d) The Promoters has appointed a structural Engineer for the preparation of the structural design and drawings of the Buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer, which may be appointed from time to time till the completion of the building.
- (e) The necessary building plans have been sanctioned by Municipal Corporation of Greater Bombay vide their IOD bearing No.EB/7220/D/AR dated 17/1/2001 has also issued Commencement Certificate dated 8th March, 2001 in respect of the said property more particularly described in the First Schedule hereunder written, a copy whereof is annexed hereto and marked "A" and "B" respectively.
- (f) The Flat Purchasers demanded from the Promoters and the Promoters have given inspection to the Flat Purchasers of all the documents of title relating to the said property, plans designs and specifications prepared by the Promoters' Architects M/s. Access Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale



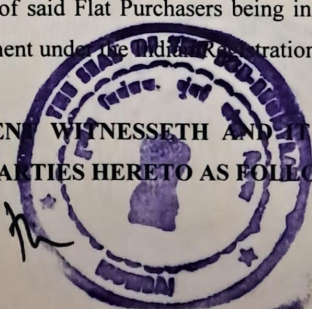
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Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder.

- (g) The copies of certificate of Title issued by M/s. Shah & Sanghavi, Advocates, Solicitors & Notary of the Promoters, copies of property card showing the nature of the said property on which the flats are to be constructed and the copy of the plan of the flat agreed to be purchased by the Flat Purchasers approved by the concerned local authority have been annexed hereto and marked "C" to "E" respectively.
- (h) The Flat Purchasers applied to the Promoters for allotment to the Flat Purchasers Flat No.1204 on 12th floor in building to be known as "SHIV TAPI" situated on the property more particularly described in the First Schedule hereunder written.
- (i) Prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No.XXIV of 1960) and the Urban Land (Ceiling & Regulation) Act, 1976, the Flat Purchasers have made a declaration to the effect firstly, the neither the Flat Purchasers nor his/her/their family members (as defined under the Urban Land (C&R) Act of 1976 own a tenements, house or building within the limits of Greater Bombay and secondly that they do not own any flat/premises in any Co-operative Society within the limits of Greater Bombay.
- (j) Relying upon the said application, declaration and agreement, the Promoters agreed to sell to the Purchasers a flat at the price and on the terms and conditions hereinafter appearing.
- (d) Prior to the execution of these presents the Flat Purchasers has paid to the Promoters a sum of Rs.55,00,000/- being the full purchase price of the Flat agreed to be sold by the Promoters to the Flat Purchasers (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) at the foot of these presents which is paid in the manner hereinafter appearing.
- (k) Under section 4 of the said Act the Promoters are required to execute a Written statement for Sale of said Flat Purchasers being in fact these presents and also to register said agreement under the Indian Registration Act, 1908.

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

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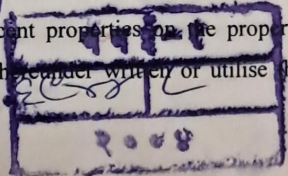
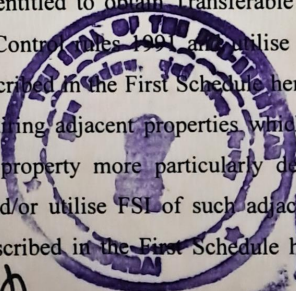
1. The Promoters shall construct the said building to be known as "SHIV TAPI" consisting of 25 or more upper floor on the land lying and being at Gamdevi and more particularly described in the First Schedule hereunder written in accordance with the plans designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchasers with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned Local Authority/ the Government to be made in them or any of them.

PROVIDED the Promoters shall have no obtain prior consent in writing to the Flat Purchasers in respect of such variations of modifications which may adversely affect the Flat of the Purchasers and not otherwise.

2. The Flat Purchasers hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Flat Purchasers a Flat No.1204 admeasuring 732.08 sq.ft. of carpet area on 12th floor as shown on the floor plan thereof hereto annexed and marked "E" in the building to be known as SHIV TAPI (hereinafter referred to as the said flat) for the price of Rs.55,00,000/- including the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of all the common/limited common areas and facilities. The Flat Purchasers has paid to that Promoters the full purchase price of Rs. 55,00,000/- (Rupees Fifty Five Lakhs Only) before the execution of this agreement.

3. The Promoters hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions. If any, which may have been imposed by the concerned Local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat Purchasers, obtain from the concerned local authority occupation and/or completion certificate in respect of the Flat.

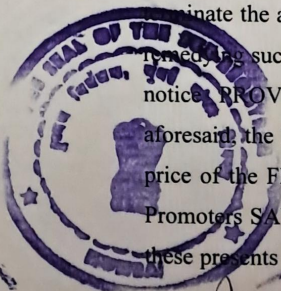
4. The Promoters hereby declare that the Floor Space Index available in respect of the said land in (Approx.) 1451.32 sq.mtrs. only and that no part of the said the Promoters elsewhere for any purpose whatsoever. It is specifically agreed that the Developers shall be entitled to obtain Transferable Development Rights (T.D.R.) under Development Control Rules 1991 and utilise the same on the said property more particularly described in the First Schedule hereunder written. The Promoters is in process of acquiring adjacent properties which may be amalgamated by the Promoters with the property more particularly described in the First Schedule hereunder written and/or utilise FSI of such adjacent properties on the property more particularly described in the First Schedule hereunder written or utilise the



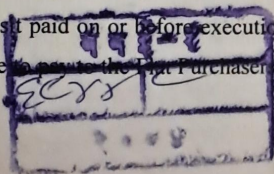
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FSI of the property more particularly described in the First Schedule hereunder written on any of the adjacent properties. The residual F.A.R (FSI) in the plot or the layout nor consumed will be available to the Promoters till transfer of the said property more particularly described in the First Schedule hereunder written alongwith other adjacent properties in favour of the society.

5. The Promoters hereby agrees that they shall, before handing over possession of the Flat to the Flat Purchasers and in any event before execution of a conveyance of the said land in favour of a corporate body to be formed by the Purchasers of Flats in the building/s to be constructed on the said property make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title interest or claim of any part in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Promoters have absolute clear and marketable title to the said land so as to enable me to convey to the said society/limited company such absolute, clear and marketable title on the execution of a conveyance of the said land by the Promoters in favour of the said society/limited company.
6. The Flat Purchasers agrees to pay to the Promoters interest at 18 percent per annum on all the amounts which become due and payable by the Flat/Shop Purchasers to the Promoters under the terms of this agreement from the date the said amount is payable by the Flat Purchasers to the Promoters.
7. On the Flat Purchasers committing default in payment on due date of any amount due and payable by the Flat Purchasers to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Flat Purchasers committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at his own option to terminate this Agreement; PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Flat Purchasers fifteen (15) days prior notice in writing of his intention to terminate this agreement ad of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchasers in respect of such breach or breaches within a reasonable time after the giving of such notice. PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoters shall refund to the Flat Purchasers the installments of sale price of the Flat which may till then have been paid by the Flat Purchasers to the Promoters SAVE AND EXCEPT earnest or deposit paid on or before execution of these presents but the Promoters shall not be liable to return the Flat Purchasers any



x *Pur* *h*



interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose of and sell the flat to such person and at such price as the Promoters may in his absolute discretion think fit.

8. The fixtures, fittings and amenities to be provided by the Promoters in the said building and the flat are those that are set out in the Second Schedule hereunder written.
9. The Promoters shall give possession of the Flat/Shop to the Flat/Shop Purchasers on or before 31st day of August, 2004. If the Promoters fails or neglects to give possession of the flat to the Flat Purchasers on account of reasons beyond his control and/or of his agents as per the provisions of section 8 of Maharashtra Ownership Flat Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoters shall be liable on demand to refund to the Flat Purchasers the amounts already received by him in receipt of the Flat with simple interest at 15% per annum on the paid amount for delay if any only after 31/08/2004 from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. PROVIDED that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoters to the Flat Purchasers they shall subject to prior encumbrances if any be a charge on the said land as well as the construction or building in which the Flats are situated or were to be situated.

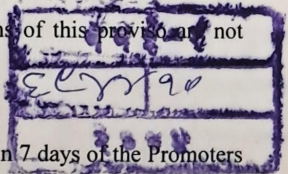
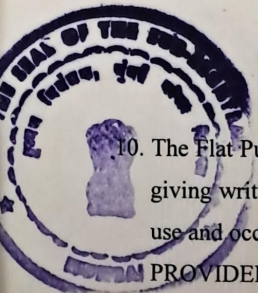
PROVIDED that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date if the completion of building in which the Flat is to be situated is delayed on account of :-

- (i) non availability of steel, cement, other building material, water of electric supply.
- (ii) War, civil commotion or act of God.
- (iii) Any notice, order, rule notification of the Government and/or other public or competent authority. (The provisions of this proviso are not mandatory but negotiable).

10. The Flat Purchasers shall take possession of the Flat within 7 days of the Promoters giving written notice to the Flat Purchasers intimating that the said Flat is ready for use and occupation.

PROVIDED THAT if within a period of three years from the date of handing over the flat the Flat Purchasers brings to the Promoters any structural defect in the Flat

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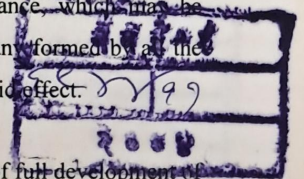
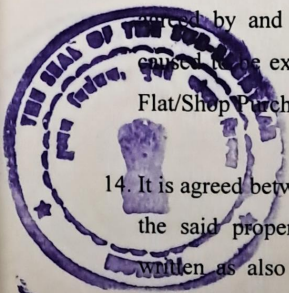
or the building in which the Flat are situated or the material used therein or any unauthorised change in the construction by the Promoters of the said building, then, wherever possible be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Flat Purchasers shall be entitled to receive from the Promoters reasonable compensation.

11. Flat Purchasers is fully aware that name of the building hereby constructed on the said property more particularly described in the First Schedule hereunder written shall always the "SHIVTAPI" and that name of building shall never be changed, and that covenant to that effect shall be inserted into conveyance to be executed by the owners in favour of the Society/Ltd Co. (as the case may be) Flat Purchasers is also made aware that following inscription shall be put up at a place as the Promoters may deem fit and proper i.e. "Built to the Memory of Tapibai and Shivgirji by their grand-daughters Jaishri and Gunvanti" and covenant to that effect would be inserted in the conveyance to be executed by the owners in favour of Society/Limited Co (as the case may be). Flat Purchasers agree to the above and shall not raise any objection in that respect.

12. The Flat Purchasers shall use the Flat or any part thereof or permit the same to be used only for purpose of residence only. He/she shall use the open parking space only for purpose of for keeping or parking the Flat/Shop Purchasers own vehicle and for no other purpose.

13. The Flat Purchasers doth hereby covenant with the Promoters not to use the Flat agreed to be purchased by the Shop Purchasers not to carry on any business therein of running a restaurant and/or eating house and/or selling any prepared/cooked vegetarian and/or non-vegetarian food and/or sale any alcoholic drinks either by opening bar or otherwise and/or carry on any business/activity which is gambling by nature. It is agreed by and between the parties hereto that the society/limited company, which may be formed by all the Flat Purchasers shall also contain aforesaid covenant and consequences of breach thereof which shall be accepted and observed by the Flat Purchasers without any objection and demur. It is further agreed by and between the parties hereto that the Conveyance, which may be executed in favour of the society/limited company formed by all the Flat/Shop Purchasers shall also contain covenant to the aforesaid effect.

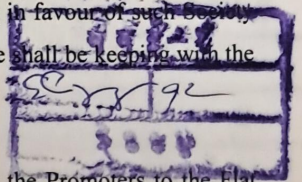
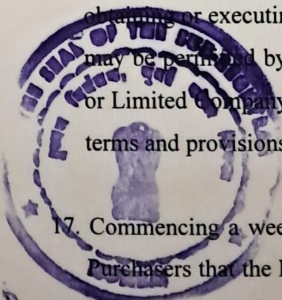
14. It is agreed between the parties hereto that till the completion of full development of the said property more particularly described in the First Schedule hereunder written as also all adjacent properties which may be acquired/purchased by the Promoters and till recovery of all the amounts receivable by the Promoters from all



x *[Signature]* *[Signature]*

the Flat Purchasers and till all the flats so constructed by the Promoters are sold the open space for parking shall be the sole property of the Promoters and the Promoters shall be entitled to allot and/or sell and/or dispose off the same in any manner as the Promoters may desire. It is further agreed between the parties hereto that the Promoters shall be entitled to lease out such portion of the wall for displaying hoarding Boards for the rent and for such period as the Promoters may deem fit and proper and appropriate the profit thereof without being liable to render the account to anybody in that behalf. It is further agreed by and between the parties hereto that the Promoters shall retain the rights of leasing the walls for displaying the hoarding boards in their favour and/or in favour of their nominee and such covenants shall be incorporated in the Conveyance to be executed in favour of the Society/Limited Company (as the case may be).

15. The Flat Purchasers along with other Purchasers of flats in the Building shall join in forming and registering the Society or a Limited Company to be known by such name as the Flat Purchasers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society of Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7(seven) days of the same, being forwarded by the Promoters to the Flat Purchasers. No Objection shall be taken by the Flat Purchasers if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Society/Companies.
16. The Promoters shall after the completion of full development of the said property more particularly described in the First Schedule hereunder written as also all adjacent properties which may be acquired/purchased by the Promoters and till recovery of all the amounts receivable by the Promoters from all the Flat Purchasers and till all the flats so constructed by the Promoters are sold, cause to be transferred to the Society or Limited Company as the case may be all the right title and interest of the Promoters and of the Owner in the said property together with building/s by obtaining or executing the necessary conveyance of the said land for to the extent as may be permitted by the authorities and the said building in favour of such Society or Limited Company, as the case may be such conveyance shall be keeping with the terms and provisions of this Agreement.
17. Commencing a week after notice in writing is given by the Promoters to the Flat Purchasers that the Flat is ready for use and occupation, the Flat Purchasers shall be liable to bear and pay the proportionate share i.e in proportion to the floor area of



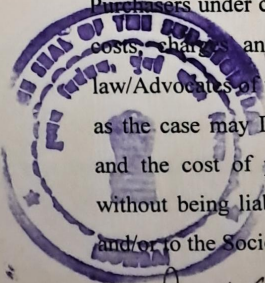
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the Flat of outgoings in respect of the said land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/Limited Company is formed and the said land and building/s transferred to it, the Flat Purchasers shall pay to the Promoters such proportionate share of outgoings as may be determined. The Flat Purchasers further agrees that till the Flat Purchasers share is so determined the Flat Purchasers shall pay to the Promoters Provisional monthly contribution of Rs.6000/- per month towards/ the outgoings. The amounts so paid by the Flat Purchasers to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of the society or a limited company as aforesaid subject to the provision of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deduction provided for this agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be. The Flat Purchasers undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

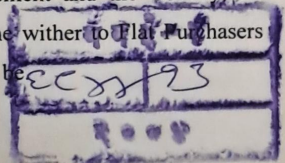
18. The Flat Purchasers shall on or before delivery of possession of the said premises keep deposited with the Promoters the following amounts:

- (i) Rs.15,000/- for legal charges
- (ii) Rs.350/- for share money application entrance fee of the Society or Ltd.Co.
- (iii) Rs.5,000/- for formation and registration of the Society or Limited Company
- (iv) Rs.5,000/- for proportionate share of taxes and other charges
- (v) Rs.5,000/- towards deposit for electric meter/water meter and misc. expenditure in that behalf.

19. The Promoters shall utilise the aggregate sum of Rs.20,000/- paid by the Flat Purchasers under clause 18 (i) and (iii) above to the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Attorney at-law/Advocates of the Promoters in connection with formation of the said Society or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance without being liable to render the account for the same wither to Flat Purchasers and/or to the Society/Limited Company as the case may be.



x *[Signature]*



20. The Flat Purchasers shall contribute Flat Purchasers' appropriate share of stamp duty and registration charges payable, if any, on the conveyance and/or any document and/or instrument of transfer in respect of the said property the building to be executed in favour of the society or limited company. If any further amount towards stamp duty and/or registration charges become payable the same shall be borne and paid by the Flat Purchasers proportionately and the Promoters shall not be liable to pay any amount for the same in any manner whatsoever.

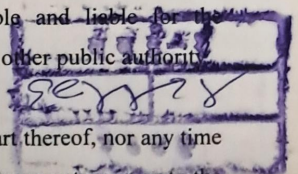
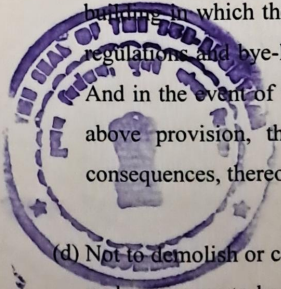
21. The Flat Purchasers for himself/themselves with intention to bring all persons into the said Flat doth hereby covenant with the Promoters as follows:

(a) To maintain the Flat Purchasers' own cost and good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat itself or any part thereof.

(b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Flat is situated or storing of which goods is objected to by the concerned local other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structures of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Room/Shop is situated or the Flat on account of negligence or default of the Flat Purchasers shall be liable for the consequences of the Breach.

(c) To carry at his own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Promoters to the Flat Purchasers and shall not do or suffering to be done anything in or to the building in which the Flat is situated or the Flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchasers committing any act in contravention of the above provision, the Flat Purchasers shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.

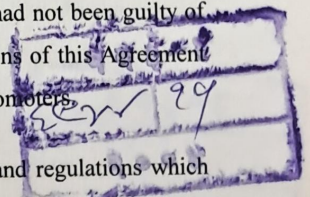
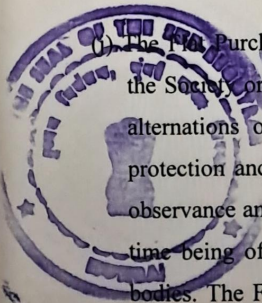
(d) Not to demolish or cause to be demolished the Flat or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the



x *[Handwritten signature]*

Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep, the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, part or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.

- (e) To do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the Flat is situated any part thereof whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the Window/balcony in the compound or any portion of the said land and the building in which the Flat is situated.
- (g) Pay to the Promoters within seven days for demand by the Promoters, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levy, 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 Flat by Flat Purchasers viz. User for any purposes other than for residential purpose.
- (i) The Flat Purchasers shall not let, sub-let, transfer, assign or part with Flat/Shop Purchasers interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchasers to the Promoters under this Agreement are fully paid up and only if the Flat Purchasers had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchasers has intimated in writing to the Promoters
- (j) The Flat Purchasers shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt, at its inception and the additions, alternations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats 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 Government and other public bodies. The Flat Purchasers shall also observe and perform all the stipulation and conditions laid down by the Society/Limited Company regarding the occupation



x *[Signature]*

and use of the Flat 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.

(k) Till a conveyance of building in which the Flat is situated is executed the Flat Purchasers shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

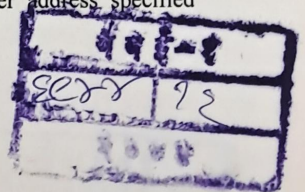
22. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Flat Purchasers as advance or deposit, sums received on account of the share capital for promotion of the co-operative society or a company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

23. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchasers by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchasers nor shall the same in any manner prejudice to the rights of the Promoters.

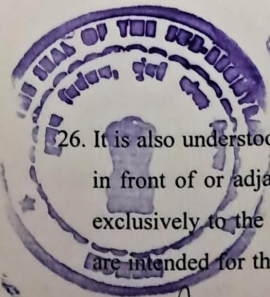
24. The Flat Purchasers and or the Promoters shall present this Agreement as well as the conveyance at the proper Registration Office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

25. All notices to be served on the Flat Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchasers, by registered Post A.D., Under Certificate of Posting at his/her address specified below:

302, Majestic Shopping Center,
144, Girgaon Road, Mumbai 400 004



26. It is also understood and agreed by and between the parties hereto the terrace space in front of or adjacent to the terrace Flat in the said building, if any shall belong exclusively to the respective Purchasers of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchasers. Such of



x *Pure* *h*

the attached terrace shall not be enclosed by the Flat Purchasers till prior permission in writing is obtained from the concerned local authority and the Promoters.

27. This Agreement shall always be subject to the provisions of the Maharashtra Flat Ownership Act (Mah. Act No.XV of 1971) and the rules made thereunder said Act and the Rules made thereunder.
28. All stamp and registration charges and all costs charges and expenses payable to the Attorney at law M/S. SHAH & SANGHAVI and/or the Conveyance in respect of the land and building shall be borne and paid by the Flat/Shop Purchasers and/or the limited company and the Promoters shall not be liable for the same.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground of the pension and tax tenure (now redeemed) with the messuage, tenements and dwelling house standing thereon situate lying and being at Damer Lane without the Fort of Bombay in the Registration Sub-District of Bombay containing by admeasurement 1451.32 sq.mtrs. or thereabouts as per property card extract and assessed by the Collector of Land Revenue with other land bearing C.S.No.1553 of Girgaum Division and bearing Old No.337, New No.2166 and Old Survey No.616 and New Survey No. 1/7972 and which said premises are assessed by the Assessor and Collector of Municipal Rates and Taxes under "D" Ward Nos.2685, 2686 and 2687 and Street Nos.1,2 and 3 and bounded as follows: that is to say on the East by the property of Ramchandra Haji, on the West by Damer Lane, on the North by property of Tapibai Shivgir and on the South by private passage.

THE SECOND SCHEDULE ABOVE REFERRED TO

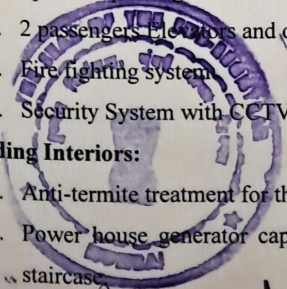
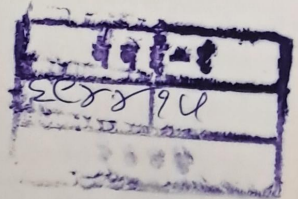
(LIST OF AMENITIES)

Within the Complex:

1. Health club and gymnasium on podium level
2. Table tennis/Indoor games on podium level
3. Beautifully Landscaped Gardens
4. Spacious parking lots of five floors (5 level car parking area)
5. 2 passengers Elevators and one Service Elevator
6. Fire fighting system
7. Security System with CCTV

Building Interiors:

1. Anti-termite treatment for the entire building
2. Power house generator capable of proving emergency lights in lifts, lobbies and staircase



x *[Handwritten signature]*

- 3. Fire protection system like sprinklers and smoke detectors in common areas.
- 4. Servant's toilet at each midlanding
- 5. Bay view from upper floors
- 6. Air-conditioned entrance Foyer
- 7. Option of Sprawling penthouses and duplex Apartments

Interiors of the Flat:

General:

- 1. Marble flooring in the living room, bedrooms and passage.
- 2. Anodized Aluminium Sliding Windows.
- 3. Granite tiles flooring in the kitchen
- 4. Panic Button at Front Door for emergencies
- 5. Nigerian Teakwood door frames

Electricals:

- 1. Intercom system connecting all the flats to the society office and to each other.
- 2. Automatic passage light synchronized with the opening of the main door
- 3. Concealed electric wiring with copper conductors
- 4. Miniature circuit breakers
- 5. cable TV points in Living Room and Bedrooms.
- 6. Servant's call bell system

Bathrooms/Toilets

- 1. Granite tiles flooring in bathrooms
- 2. Glazed tiled dado upto door height
- 3. Water heater in each bathroom
- 4. Superior quality sanitary fixtures

Kitchen

- 1. Kitchen with granite platform, stainless stain sink and vitrified ceramic flooring.

SIGNED SEALED AND DELIVERED) *For GOODWILL PROPERTIES PVT. LTD*

by the withinnamed Promoters)

GOODWILL PROPERTIES PVT.LTD)

in the presence of)

DIRECTOR

SIGNED SEALED AND DELIVERED)

by the withinnamed Flat Purchasers)

M/S.GURU RAJENDRA METALS)

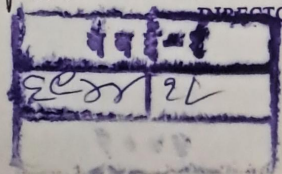
PVT.LTD. through its Director)

Mr. Parasamal Jais)

in the presence of)

GURU RAJENDRA METALS PVT. LTD.

Parasamal Jais
DIRECTOR



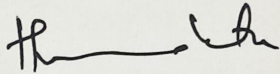
x *Rajendra*

RECEIVED a sum of Rs.55,00,000/-)
 (Rupees Fifty Five Lakhs Only))
 Vide Cheque No.325641 dated 24.01.2004)
 drawn on Central Bank of India, Opera)
 House Branch, Mumbai, by the)
 withinamed Flat/Shop Purchasers being)
 the full purchase price of the flat paid)
 by them to us)

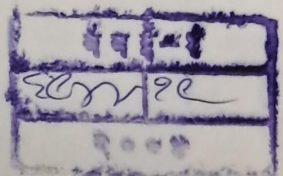
Rs.55,00,000/-

WITNESSESS :

WE SAY RECEIVED
 For GOODWILL PROPERTIES PVT.LTD



DIRECTOR



16/12/1999

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

Intimation of Disapproval under Section 346 of the Bombay Municipal Corporation Act, as amended up to date.
BB/7220/D/A9 of
No. E. B./CE/ BS'A

of 1999-12-16

Municipal Office,

Mumbai 16.12.1999

MEMORANDUM

Shri Jitendra H. Mehta & others,
Power of Attorney Holders,
M/s. Goodwill Properties Pvt. Ltd.,
4th floor, Asia Publishing House,
Calicut Street, Ballard Estate, Fort, Mumbai-400 038.

With reference to your Notice, letter No. 001344 dated 2.8.99 and the plans, Sections Specifications and Description and further particulars and details of your building, ~~at op. plot bearing No. 1553 of Village Division~~ furnished to me under your letter, dated 18.8.99, I have to inform you that I cannot approve under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

Plans at page :

- Staircase Premium : As per prevailing land rate.
- I.O.D. Deposit : Rs. 30,260/-
- Deposit for Debris Removal : Rs. 10,000/-
- Premium Towards Deficiency : As per prevailing land rate.

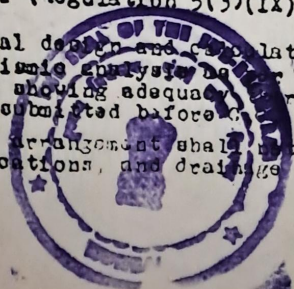
TRUE COPY
VISHWAS SATODIA
102/A, HAFIZI HOUSE,
S.V. RD., JOGESHWARI (W),
BOMBAY-400 102.

Name of the Power of Attorney Holders : Shri Jitendra H. Mehta & others,
M/s. Goodwill Properties Pvt. Ltd.,
4th floor, Asia Publishing House,
Calicut Street, Ballard Estate,
Fort, Mumbai-400 038.

Name of the Architect : Shri Vishwas Satodia,
Architect,
102/A, Hafizi House, S.V. Road,
Jogeshwari (W), Mumbai-400 102.

THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.

- 1) That the Commencement Certificate under Section 44/69(1)(4) of the M.R. & T.P. Act will not be obtained before starting the proposed work
- 2) That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
- 3) That the Structural Engineer will not be appointed. Supervision memo as per Appendix XI (Regulation 5(3)(IX) will not be submitted by him.
- 4) That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.C. Code and for existing building showing adequate roof to take up additional load will not be submitted before C.G.
- 5) That the sanitary arrangement shall be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.G.



Supervision memo submitted by him.

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

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by conditions, but not otherwise you will be at liberty to proceed with the said building or work at any time before the day of 199 , but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Self

Executive Engineer, Building Proposals.
Zone, Wards.

SPECIAL INSTRUCTIONS.

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT OUR PROPERTY.

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

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels:—

“ Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be—

“(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street.”

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

“(c) Not less than 92 ft. () meters above Town Hall Datum.”

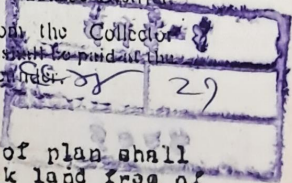
(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which is then vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 471 (a) of the Bombay, Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

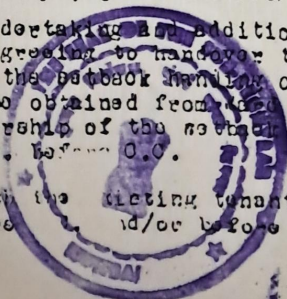
(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.



Attention is drawn to the notes Accompanying this Intimation of Disapproval

6) That the Registered Undertaking for an additional copy of plan shall not be submitted for agreeing to handover the setback land free of compensation and that the setback handover certificate will not be obtained from the Officer before demanding C.O. and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.O.

7) That the agreement with the existing tenant alongwith the plans will not be submitted before and/or before demolishing existing structure.



- B) That the Indemnity Bond indemnifying the Corporations for damages, risk, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 9) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 0) That the Qualified/Registered Site Supervisor through Architect/Structural Engineer will not be appointed before C.C.

1) That extra water and sewerage charges will not be paid to A.S.W.W. 'D' Board.

2) That the premium/deposits as follows will not be paid :-

- 1) Condonation of deficient open spaces.
- 11) Staircase/-lift area benefit.
- 111) Development charges as per M.R.& T.P. (Amendment) Act, 1992.
- 17) Balcony Enclosure fees.

As per prevailing land rate.

TRUE COPY

VISHWAS SATODIA
 001A, HASELI HOUSE,
 55, RD. JOCOSHI WARI (W),
 THANE-400 012.

That the registered undertaking for forming Registered Co.Op.Housing Society will not be submitted before C.C.

That the Owners shall not submit registered undertaking stating that they shall allot the tenements to the existing tenants in newly constructed building on ownership basis in Co.Op.Housing Society to be formed of them and allotment of tenements etc. shall be completed in consultation with M.B.&T. Board Authority and their clearance obtained before demanding occupation permission.

That registered undertaking for compliance of terms and conditions of the M.B.&T. Board's revised final N.O.C. on Rs.20/- stamp paper shall not be submitted.

That the servant toilet shall not be included in the individual agreement for sale and specimen copy of the same shall not be submitted to this office before demanding C.C.

That the plot boundaries shall not be got demarcated at site from S.L.R. Deptt. and certificate to that effect shall not be submitted before C.C.

That the existing structure shall be demolished before obtaining & submitting final N.O.C. and copy of plan of existing structure alongwith the list and carpet area of existing tenants certified by M.B.&T. Board alongwith agreements with existing tenants.

That the final N.O.C. issued by MHADA shall not be got revalidated upto date.

That the N.O.C. from B.S.S.T. regarding above provision of sub-station shall not be submitted.

That the tax clearance certificate shall not be submitted.



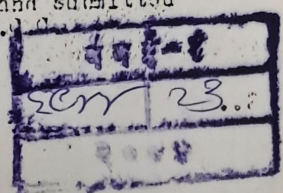
- A) 22) That the advance payment of Insecticide treatment shall not be ~~submitted~~ paid to Pest Control Office, 'D' Ward before obtaining C.O.
- 23) That the Indemnity Bond indemnifying the M.C.C.M. for litigation arising out of ownership/tenancy shall not be submitted.
- 24) That the N.O.C. from M.T.N.L. for proposed roos for installation of telephone concentrator shall not be submitted before demanding C.O.
- 25) That the remarks from S.S.T.C. for proposed parking on podiums shall not be submitted.
- 26) That the N.O.C. from H.S., S.S.(C.V.P.), S.S.S.P.(P&D) shall not be submitted before demanding C.O.
- 27) That the consent from H.S. tenants for proposed conversion of H.S. tenements into residential tenements shall not be submitted before asking C.O.

B) BEFORE FURTHER C.O. :

- 1) That the requirement of N.O.C. from C.A.U.L.C. Act will not be complied with before starting the work above plinth level.
- 2) That the drainage layout shall not be got approved from this office.
- 3) That the elevation treatment, if any, shall not be got approved.

C) BEFORE C.O. :

- 1) That the condition mentioned in the clearance under No. C/ULC/D/II/22/4614 dated 23.10.92 obtained from Competent Authority under U.L.(C&T) Act, 1976 Act will not be complied with.
- 2) That the drainage completion certificate shall not be obtained from this office and/or from S.S.S.P./S.O. before demanding occupation permission.
- 3) That the allotment of tenements etc. shall be completed in consultation with M.B.&T. Board Authority and their clearance obtained before demanding occupation permission.
- 4) That the dust bin will not be provided as per C.S.'s circular No.CS/9297/II of 26.6.1978.
- 5) That the surface drainage arrangement will not be made in consultation with S.S.(S.S.P.) as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation permission.



- 6) That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon 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.
- 7) That final N.O.C. from M.B.R&P. Board based on last approved plan for occupation shall not be submitted.
- 8) That the name plate/board showing plot No., House No., Name of building etc. will not be displayed at a prominent place before O.C./C.C.
- 9) That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- 10) That the N.O.C. from Inspector of Lift shall not be submitted.
- 11) That the requirements of M.T.N.L. shall not be complied with.
- 12) That the conditions of N.O.C. issued by C.F.O. shall not be complied with and completion certificate/N.O.C. from C.F.O. shall not be submitted.

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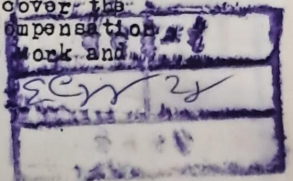
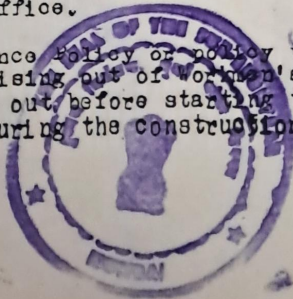
[Signature]
VISHWAS SATODIA
H.NO. 11, HANDEL HOUSE,
S.V. RD., JOGESHWARI (W).
BOMBAY-400 102.

D) BEFORE B.C.C. :

- 1) That certificate under Section 270A of B.M.C. Act will not be obtained from H.B.'s Department regarding adequacy of water supply.

Notes :

- 1) No additions and alterations are carried out under the pretext of repairs without prior approval of this department.
- 2) This approval is given for carrying out the repairs to the existing authorised portion of the building without prejudice to M.C.G.M.'s right to initiate action against any unauthorised construction/additions and alterations and any unauthorised change of user in the existing building.
- 3) Repairs shall not be carried out to the existing loft/mezzanine floor unless the documentary evidence regarding existence prior to 1962/64 is submitted to this office and accepted by this office.
- 4) That the Janata Insurance Policy or policy to cover the compensation/claims arising out of Workmen's Compensation Act, 1923 will be taken out before starting the work and also will be renewed during the construction.



No. SB/7220/D/AR of

notes contd..

5) That the floorwise progress report shall be submitted fortnightly.

Sd/-
Executive Engineer
Building Proposals (City) I.

K/20.11.

No. SB/7220/D/AR of 16/11/98

Copy to :- 1) Shri Vishwas Satodia,
Architect.

2) WFO. 'D' Ward.

3) A.E.W.W. 'D' Ward.

4) A.E. (Survey).

5) E.E.T & C.

6) A.A. & C. & I&E Ward.- You are requested to examine the case after the works are completed and to enhance the property taxes as per rules.

7) The Chief Officer/Vice Chairman,
M.B.R&R. Board.

(Signature)
16.11.98

Executive Engineer
Building Proposals (City) I.



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/722c / D / SAR of 14/11/2007

COMMENCEMENT CERTIFICATE

To,
Shri. Jitendra N. Mehta & Ors
Parties of charge holders
of/s Goodwill properties
Kha Publishing House,
Sector 21, Salted estate
Sir.

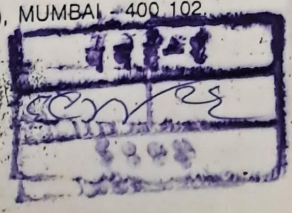
With reference to your application No. _____ dated 21/11/2007
for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the
Maharashtra Regional and Town Planning Act, 1966, to carry out development for _____

Proposed development

and building permission under Section 346 of the Bombay Municipal Corporation Act, 1888, to
erect a building in Building No. _____ on Plot No./C.S.No./C.T.S. No. 1553
situated at Road/Street G. G. Road, D. Ward
to be constructed off the Commencement Certificate/Building permit is

granted on the following conditions :-

- 1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2) That no new building, or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such 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,
 - a) The development work in respect of which permission is granted under this Certificate is not carried out or the use thereof is not in accordance with the sanction 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) If the Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting 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 Sec. 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.



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

The Municipal Commissioner has appointed Shri Tadkha S. L. AE Assistant Engineer, to exercise his powers and functions of the Planning Authority under Section 44 of the said Act.

1) This C.C. is issued after paying ready money
This Commencement Certificate is valid upto 15/12/2001

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

[Signature]
Assistant Engineer

SEBP (V) o/c Building Proposal (City) (Part) III
For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

upto 27th floor only
A.E.P.C. II
A.E.P.C. III
A.E.P.C. IV
A.E.P.C. V
A.E.P.C. VI
A.E.P.C. VII
A.E.P.C. VIII
A.E.P.C. IX
A.E.P.C. X
A.E.P.C. XI
A.E.P.C. XII
A.E.P.C. XIII
A.E.P.C. XIV
A.E.P.C. XV
A.E.P.C. XVI
A.E.P.C. XVII
A.E.P.C. XVIII
A.E.P.C. XIX
A.E.P.C. XX
A.E.P.C. XXI
A.E.P.C. XXII
A.E.P.C. XXIII
A.E.P.C. XXIV
A.E.P.C. XXV
A.E.P.C. XXVI
A.E.P.C. XXVII
A.E.P.C. XXVIII
A.E.P.C. XXIX
A.E.P.C. XXX

Copy to

EB/7220/D/AR

- 1) Architect
- 2) W. D. Ward
- 3) A.E.N.W. D. Ward
- 4) A.A.R.C. D. Ward

[Signature]
SEBP (V)
A.E.P.C. - II (City)

EB/7220/D/AR of

This C.C. is further extended upto pedestrian level
copy.

[Signature]
SEBP (V)
A.E.P.C. (VII)

EB/7220/D/AR of

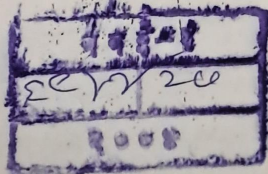
This C.C. is further extended upto 10th floor (third
upper residential floor) copy.

[Signature]
SEBP (V)
A.E.P.C. (XII)

EB/7220/D/AR of

This C.C. is further extended upto 22nd upper floor only.

[Signature]
SEBP (V)
A.E.P.C. (XIII)



REGISTRATION
MUMBAI

upto 27th floor only

upto 10th floor only

upto 22nd floor only

PJS/10023/2001

TO WHOMSOEVER IT MAY CONCERN:

Sub: ALL THAT piece or parcel of land or ground of the pension and tax tenure (now redeemed) with the messuage, tenements and dwelling house standing thereon situate lying and being at Damer Lane without the Fort of Bombay in the Registration Sub-District of Bombay containing by admeasurement 1451.32 sq.mtrs. or thereabouts as per property card extract and assessed by the Collector of Land Revenue with other land bearing C.S.No. 1553 of Girgaum Division and bearing Old No. 337, New No. 2166 and old Survey No. 616 and New Survey No.1/7972 and which said premises are assessed by the Assessor and Collector of Municipal Rates and Taxes under "D" Ward Nos.2685, 2686 and 2687 and Street Nos.1, 2 and 3.

Owners : 1) Mrs.Jayshreedevi Onkar Ban
2) Mrs.Gunvantidevi Gautam Ban

We have investigated the title of the captioned property in the hands of the owners abovenamed by causing search with the office of Sub-Registrar of Assurances at Bombay for the period 1950 to 2001, by perusing the photocopies of the title deeds made available to us. In our opinion title of the captioned property in the hands of the owners abovenamed is marketable and free from all encumbrances.

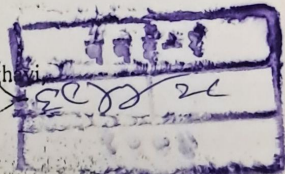
By an agreement dated 24th December, 1991 read with supplemental agreement dated 20th November 1992 and dated 20th September, 1993, the owners have agreed to sale the captioned property to M/s. Goodwill Properties Pvt. Ltd. for the consideration and on the terms and conditions set out therein. The consideration payable to the owners has been paid in full by M/s. Goodwill Properties Pvt. Ltd. Under the aforesated agreements M/s. Goodwill Properties Pvt Ltd are entitled to develop the captioned property and sale the flats constructed thereon.

Dated this 5th day of February, 2001.



for Shah & Sanghvi

Partner.



C7/10023con/hm/pm

Our Associate: **BRAND FARRAR BUXBAUM LLP Attornies & Notaries**

Hong Kong : Suite 1408-10 Shul On Centre, 8-8 Harbour Road, Wanchai, Hong Kong (852) 3-7001 • Fax: (852) 2845-0947 • E-mail: hkbfbhk@hk.super.net
New York : Suite 2518, China World Trade Centre, 1 Jian Guo Men Wai Avenue, Beijing, China. Tel: (86) 10 6505-2638 • E-mail: bjbfbj@public3.bta.net.cn
New York : Suite 3500, 515 South Flower Street, Los Angeles, California 90071-2203 U.S.A. Tel: (213) 228-0288 • Fax: (1) (213) 428-6222 • E-mail: bfb-la@brandfarrar.com
New York : Suite 1600, 100 Maiden Lane, New York, NY 10038 U.S.A. Tel: (212) 412-7019 • Fax: (1) (212) 412-7018 • E-mail: bfb-ny@juno.com
Calcutta : RAJESH KHAITAN & CO. 2, Church Street, Calcutta (India) H. K. Huda
Amdavad : HARINIPATI (Amdavad) H. K. Huda

Sheet No. 115
Part No. 55

Prepared under Section 22 of the Publicity Law (Section 11, 1951)

Date of Receipt

File No.

1. Sheet No. 2. Sheet No.

3. Name of Sheet or Section

4. Serial No.

5. Category

6. Index

7. Date of Receipt

8. Collector's No. (Collection sheet No.)

9. Date of Receipt

10. Name of Sheet or Section

11. Category

12. Index

13. Date of Receipt

14. Collector's No. (Collection sheet No.)

15. Name of Sheet or Section

16. Category

17. Index

18. Date of Receipt

19. Collector's No. (Collection sheet No.)

16. Name of Sheet or Section

17. Category

18. Index

19. Date of Receipt

20. Collector's No. (Collection sheet No.)

17. Name of Sheet or Section

18. Category

19. Index

20. Date of Receipt

21. Collector's No. (Collection sheet No.)

18. Name of Sheet or Section

19. Category

20. Index

21. Date of Receipt

22. Collector's No. (Collection sheet No.)

19. Name of Sheet or Section

20. Category

21. Index

22. Date of Receipt

23. Collector's No. (Collection sheet No.)

20. Name of Sheet or Section

21. Category

22. Index

23. Date of Receipt

24. Collector's No. (Collection sheet No.)

21. Name of Sheet or Section

22. Category

23. Index

24. Date of Receipt

25. Collector's No. (Collection sheet No.)

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26. Collector's No. (Collection sheet No.)

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27. Collector's No. (Collection sheet No.)

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28. Collector's No. (Collection sheet No.)

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29. Date of Receipt

30. Collector's No. (Collection sheet No.)

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28. Category

29. Index

30. Date of Receipt

31. Collector's No. (Collection sheet No.)

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29. Category

30. Index

31. Date of Receipt

32. Collector's No. (Collection sheet No.)

29. Name of Sheet or Section

30. Category

31. Index

32. Date of Receipt

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32. Category

33. Index

34. Date of Receipt

35. Collector's No. (Collection sheet No.)

32. Name of Sheet or Section

33. Category

34. Index

35. Date of Receipt

36. Collector's No. (Collection sheet No.)

33. Name of Sheet or Section

34. Category

35. Index

36. Date of Receipt

37. Collector's No. (Collection sheet No.)

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37. Date of Receipt

38. Collector's No. (Collection sheet No.)

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40. Collector's No. (Collection sheet No.)

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42. Collector's No. (Collection sheet No.)

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43. Collector's No. (Collection sheet No.)

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43. Date of Receipt

44. Collector's No. (Collection sheet No.)

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44. Date of Receipt

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46. Date of Receipt

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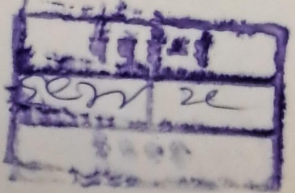
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47. Date of Receipt

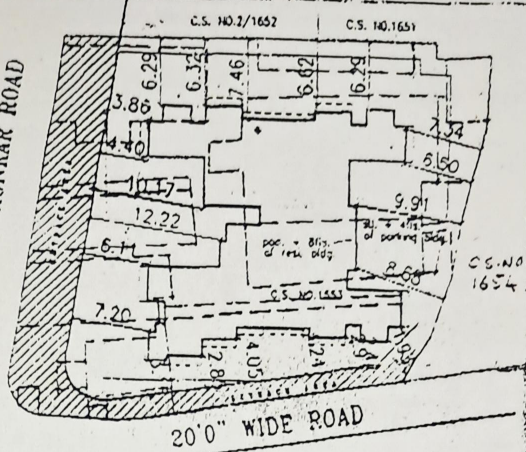
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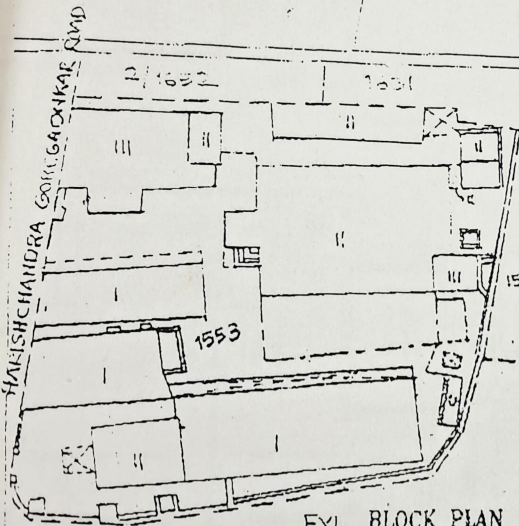
PERMISSIBLE B.U.A - $1314.73 \times 2 + 181.67$
 - 2811.13 SQMTR

HARISHCHANDRA GOREGAONKAR ROAD



20'0" WIDE ROAD

PROP. BLOCK PLAN
 SCALE - 1:500



EXI. BLOCK PLAN
 EXISTING STRUC.
 SCALE - 1:500



LOCATION PLAN
 SCALE - 1:2500
 'D' WARD PART - II

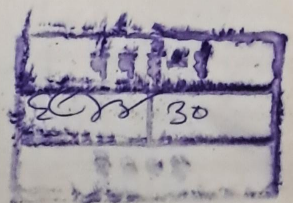
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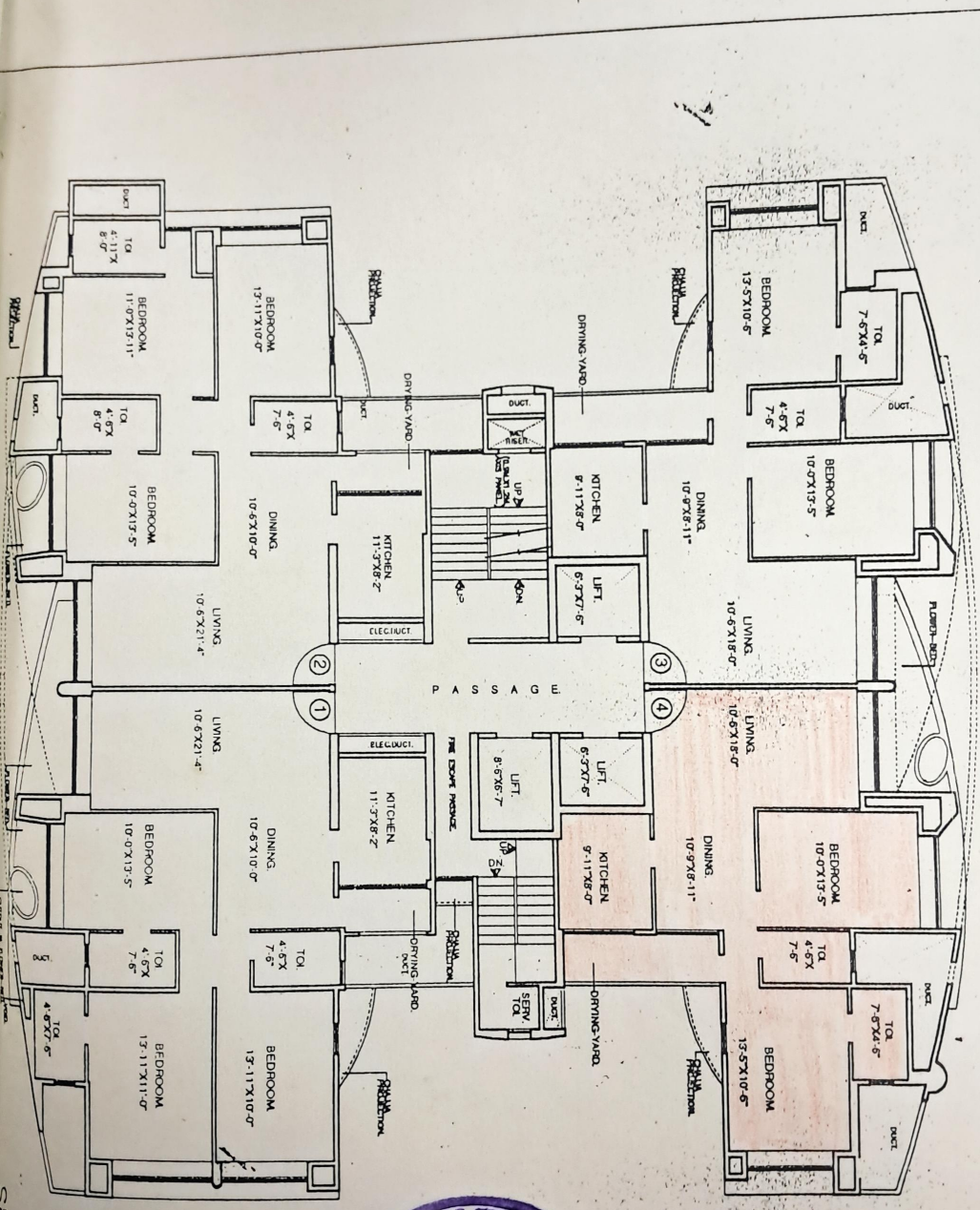
JOB No. 620

DRG. No.

AN ACCESS ARCHITECTS DESIGN

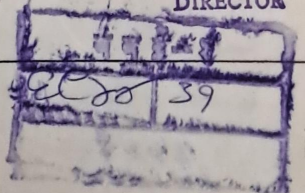
VISHWAS SATGEDIA ARCHITECTS





RAJENDRA METALS PVT. LTD.

Parimal Jain
DIRECTOR



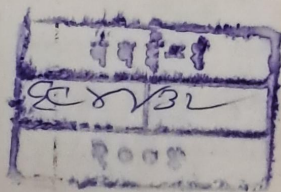
Flat 1204 on 12th floor

SHIV TARI

LIST OF AMENITIES

| | |
|--------------------|---|
| <u>FLOORING</u> | - Granamite |
| <u>SKIRTING</u> | - Granite |
| <u>DOORS</u> | - Flush doors painted both sides |
| <u>FRAME</u> | - Nigerein Teak |
| <u>WINDOW</u> | - Aluminium anodised |
| <u>ELECTRICITY</u> | - M.K. Brand or equivalent/Concealed wiring |
| <u>KITCHEN</u> | - Platform Granite + S.S. Sink + Dado upto window top in ceramic tiles Floor Granamite |
| <u>BATH</u> | - W.C. wall hung Wash basin Flooring - ceramic tile Dado - Ceramic tiles - 7' height Concealed Plumbing, Jaqual fitting, Milano water heating system |
| <u>PAINTING</u> | - Internal - Emulsion Paint External - Acrylic Paint |
| <u>LOBBY</u> | - Granite |
| <u>STAIRCASE</u> | - Kotah + Marble |
| <u>LIFT</u> | - Otis or equivalent |

h



पावती क्र.

२४६४२०/२००१
Regn. 49 m.

दस्तावेजाचा/अर्जाचा अनुक्रमांक

दिनांक

25/9/2001
सन १९

दस्तावेजाचा प्रकार-

सादर करणाराचे नाव-

दालानप्रमाणे फी मिळाली:-

- नोंदणी फी
- नक्कल फी (फोलिओ)
- पृष्ठांकनाची नक्कल फी
- टपालघर्ब
- नकला किंवा जापने (कलम ६४ ते ६७)
- शोध किंवा निरीक्षण
- दंड-कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५७) (फोलिओ)
- इतर फी (भागील पानावरील) बाब क्र.
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37/9
३७/९

दस्तावेज
नक्कल

नोंदणीकृत डाकेने नोंदणी जाईल.
या कार्यालयाने नोंदणी घेतली.

दुय्यम निबंधक मंडळ

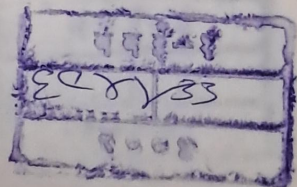
दस्तावेज खाली नाव दिलेल्या व्यक्तीस

नावे नोंदणीकृत डाकेने पाठवावा.

हवाली करावा.

परत केली
दिनांक 12 FEB 2001

सादरकर्ता





डॉ. गोविंद रामाराव 29 SEP 2000

परवाना भाएक मुद्रांक विक्रता, १९७३, डॉ. विनायक स्ट्रीट,

फाउन्डेशन, मुम्बई-२, कलाक. १०५ दिनांक.....

मवंश्री/श्री/श्रीमती... Goodwill Properties Pvt Ltd

पाना रु..... १०० न्यायकेतन मुद्रांक पेंटर विक्रता

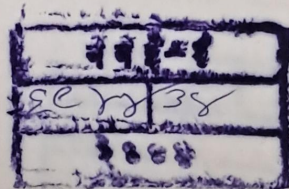
सती

परवाना भाएक मुद्रांक विक्रता

TO ALL TO WHOM THESE PRESENTS SHALL COME WE M/S.GOODWILL PROPERTIES PVT.LTD., a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Asia Publishing House, 4th floor, Calicut Street, Ballard Estate, Mumbai 400 038, SEND GREETINGS:

WHEREAS:

- (a) The Company are executing various Agreements for Sale for providing permanent alternate accommodation to its tenants/occupants and/or are entering into Agreements for Sale of various flats in the properties that are acquired or are agreed to be acquired by us for the consideration and on the terms and conditions set out therein.
- (b) Being unable to attend to the Office of the Sub-Registrar of Assurances at Mumbai for lodging and admitting execution of such documents, Agreements we are desirous of appointing some fit and proper person as our true and lawful attorney for the purposes hereinafter set forth.



NOW KNOW YE THESE PRESENTS WITNESS THAT WE M/S. GOODWILL PROPERTIES PVT.LTD. do hereby nominate, constitute and appoint MR.ATUL GANDHI as our true and lawful attorney to do all or any of the following acts, deeds and things whether in our name or in the name of the said attorney viz:-

1. To appear before Registrar Sub-Registrar of Assurances or any Officer or Officers for the time being appointed under law relating to the registration and to admit execution of the Agreement for providing permanent alternate accommodation to its tenants/occupants and/or Agreement for Sale of flat on the property acquired and/or agreed to be purchased by us and to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds documents and assurances executed, signed, sealed and delivered to me on our behalf and/or in our favour and/or and to take necessary and proper proceedings for the acknowledgement registration of the same.

2. To receive back Agreements documents so executed and to lodge for registration with the Office of Sub-Registrar of Assurances from time to time.

3. AND we hereby for ourselves, our successors and assigns agree to ratify and confirm all and whatsoever our said attorney or any substitute or substitutes acting under him/her shall or purport to do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF we have hereunto set our hand and seal aforesaid this 29th day of January, 2001.

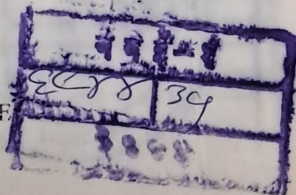
SIGNED SEALED AND DELIVERED BY)
THE WITHINNAMED:)
M/S.GOODWILL PROPERTIES PVT.LTD)
IN THE PRESENCE OF

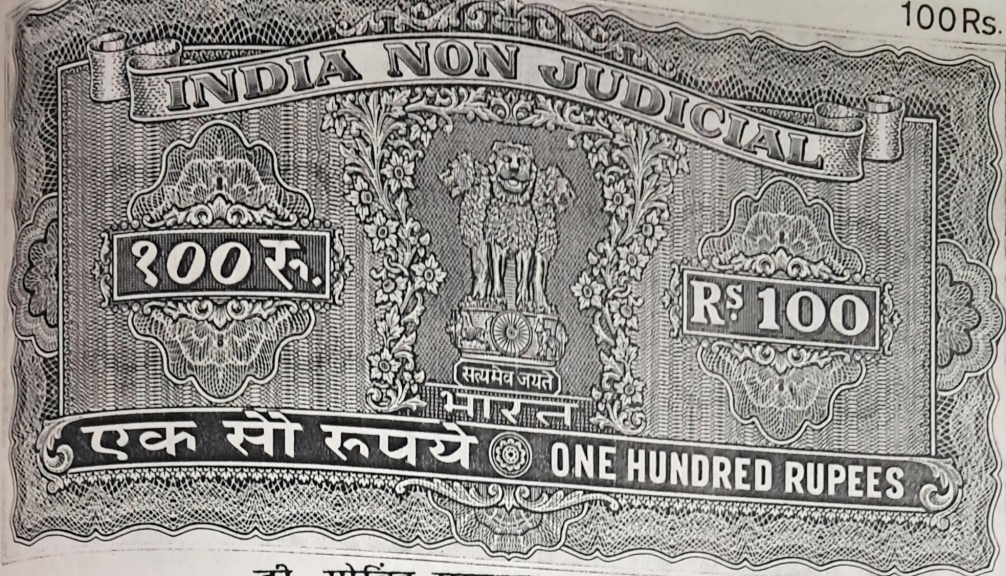
For GOODWILL PROPERTIES
PVT.LTD

Atul Gandhi
DIRECTOR



BEFORE ME





डॉ. गोविंद रामाराव

परवाना धारक मुद्रांक विक्रेता, १४३, डॉ. विगाम म्हीट,
 काठबादेवी, मुंबई-२, क्रमांक..... दिनांक.....
 सर्वश्री/श्री/श्रीमती.....
 यांना रु..... व्यापकेंतर मुद्रांक पत्र विकला.

29 SEP 2000

A. Govindwill properties pvt ltd

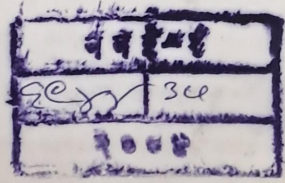
सही *[Signature]*

परवाना धारक मुद्रांक विक्रेता

TO ALL TO WHOM THESE PRESENTS SHALL COME I, SHRI HARESH N MEHTA, Director of M/S.GOODWILL PROPERTIES PVT.LTD., a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Asia Publishing House, 4th floor, Calicut Street, Ballard Estate, Mumbai 400038, and Constituted Attorney to (1) SMT.JAYSHREEDEVI ONKAR BAN and (2) SMT.GUNVANTI GAUTAM, SEND GREETINGS:

WHEREAS:

(a) By Power of Attorney dated 20th September, 1993 (1) SMT.JAYSHREEDEVI ONKAR BAN and (2) SMT.GUNVANTI GAUTAM, had appointed (1) SHRI SHANTIKUMAR MAJITHIA, (2) SHRI JITENDRA N MEHTA AND (3) MR.MOHANLAL D TANNA as their lawful attorneys with powers as set out therein.



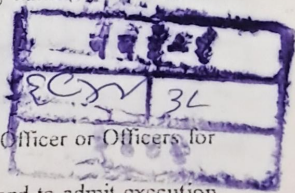
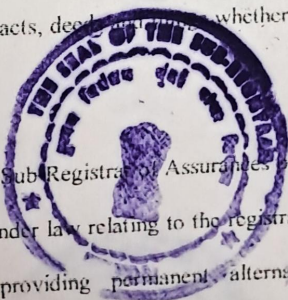
(b) By Power of Attorney dated 9th December, 1999 the said (1) SHRI SHANTIKUMAR MAJITHIA, (2) SHRI JITENDRA N MEHTA AND (3) MR MOHANLAL D TANNA as Constituted Attorney of (1) SMT JAYSHREEDEVI ONKAR BAN and (2) SMT GUNVANTI GAUTAM with powers as set out in Power of Attorney dated 20th September, 1993 appointed SHRI HARESH N MEHTA as the C.A. with powers as set out therein

(c) The Company are executing various Agreements for Sale for providing permanent alternate accommodation to its tenants/occupants and/or are entering into Agreements for Sale of various flats in the properties that are acquired or are agreed to be acquired for the consideration and on the terms and conditions set out therein.

(d) Being unable to attend to the Office of the Sub-Registrar of Assurances at Mumbai for lodging and admitting execution of such documents, Agreements we are desirous of appointing some fit and proper person as our true and lawful attorney for the purposes hereinafter set forth:

NOW KNOW YE THESE PRESENTS WITNESS THAT I SHRI HARESH N MEHTA, Director of M/S. GOODWILL PROPERTIES PVT.LTD. and C.A. of (1) SMT JAYSHREEDEVI ONKAR BAN and (2) SMT GUNVANTI GAUTAM, do hereby nominate, constitute and appoint MR. ATUL GANDHI as our true and lawful attorney to do all or any of the following acts, deeds, matters, things, whether in my name or in the name of the said attorneys viz:-

1. To appear before Registrar Sub-Registrar of Assurances or any Officer or Officers for the time being appointed under law relating to the registration and to admit execution of the Agreement for providing permanent alternate accommodation to its tenants/occupants and/or Agreement for Sale of flat on the property acquired and/or agreed to be purchased by us and to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds documents and

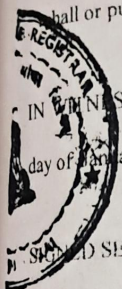


assurances executed, sighted, sealed and delivered to me on our behalf and/or in our favour and/or and to take necessary and proper proceedings for the acknowledgement and registration of the same.

2. To receive back Agreements documents so executed and to lodge for registration with the Office of Sub-Registrar of Assurances from time to time.

3. AND I hereby for myself, our successors and assigns agree to ratify and confirm all whatsoever our said attorney or any substitute or substitutes acting under him/her shall or purport to do or cause to be done by virtue of these presents.

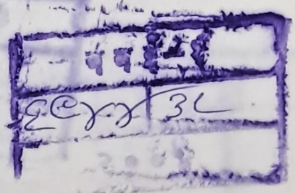
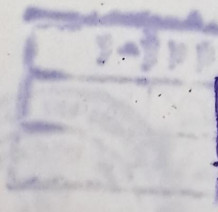
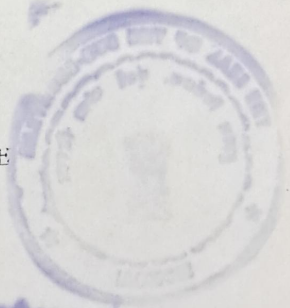
IN WITNESS WHEREOF we have hereunto set our hand and seal aforesaid this 29th day of January, 2001.



SEAL AND DELIVERED BY)
THE WITHINNAMED:)
SHRI HARESH N MEHTA)
IN THE PRESENCE OF)

Handwritten signature

BEFORE ME



H. ...

कार मुद्रा... 28/9/2009
पी. ६३३३ १५५ म...
प्रांती मा...
बं... पी. ३१८७७७

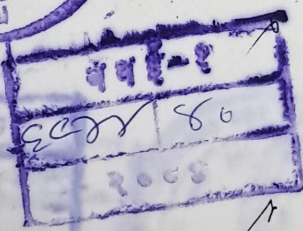
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Tuesday, August 24, 2004
12:33:27 PM

नोंदणीपूर्व गोषवारा

5944/04

(1) विलेखाचा प्रकार

करारनामा

(2) मोबदला

रु. 5,500,000.00

(3) बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)

रु. 6,103,338.00

(4) बाजारभावाप्रमाणे मुद्रांक शुल्क

रु 288930.00

(5) बाजारभावाप्रमाणे नोंदणी फी

रु 30000.00

(6) दस्त निष्पादित केल्याचा

20/08/2004

(7) पृष्ठांची संख्या

43

(8) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 1553

(9) मालमत्तेचे इतर वर्णन

(1) वर्णन: फ्लॉट नं 1204, 12 वा मजला, शिवतापी बिल्डींग, गामदेवी मुं 7, (एकुण मजले - 27) विभागाचे नाव - गिरगांव डिव्हीजन, उपविभागाचे नाव - 6/57 - भूभाग : दक्षिणेस सरदार वल्लभभाई पटेल रोड, पश्चिमेस समुद्र व डॉ. पुरंदरे मार्ग- पंडीता रमाबाई मार्ग, नाना चौकापर्यंत, पुर्वेस राजा राममोहन राय मार्ग, उत्तरेस मौलाना शौकत अली रोड यामधील भुभाग. सदर मिळकत सि.टी.एस. नंबर - 1553 मध्ये आहे.

(10) क्षेत्रफळ

(1) बांधीव मिळकतीचे क्षेत्रफळ 81.65 चौ.मी. आहे.

(11) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)-

(12) *दस्तऐवज करून देण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता

(1) मेसर्स गुडविल प्रॉपर्टीज प्रा लि चे संचालक हरेश नवनितराय मेहता यांचे मुखत्यार अतुल बी गांधी; घर/फ्लॉट नं: 12/14 पारेख स्ट्रिट; गल्ली/रस्ता: -; ईमारतीचे नाव: गोवर्धन; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: मुं; तालुका: -; पिन: 7; पॅन नम्बर: -.

(13) *दस्तऐवज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता

(1) मेसर्स गुरु राजेंद्र मेटल्स प्रा लि चे संचालक पारसमल . जैन; घर/फ्लॉट नं: 1204, 12 वा मजला; गल्ली/रस्ता: गोरेगावकर रोड; ईमारतीचे नाव: शिव तापी; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: मुं; तालुका: -; पिन: 7; पॅन नम्बर: -.

पूर्व नोंदणी गोषवारा तपासून पाहिला

* तो बरोबर आहे/त्याच्यात नमूद केलेले * बदल/दुरुस्त्या कराव्यात.

Parsmalan
(पक्षकाराची स्वाक्षरी)

(डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

नोंदणीपूर्व गोषवारा इनपुट फॉर्म प्रमाणे आहे व याचा मेळ मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले

*बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

(दुय्यम निबंधकाची स्वाक्षरी)

