



Original

Tuesday, April 17, 2012

12:28:47 PM

नोंदणी 39 म.

Regn. 39 M

REGISTRATION NO. 39



पावती

पावती क्र. : 3071

दिनांक 17/04/2012

चार्दर9 5.03072 - 2012

गावाचे रोपन NO.

ओशिवरा

दस्तऐवजऱ्या अनुक्रमांक

दस्ता ऐवजाचापाकार

फररनामा

पुणार

प्रकार

सादर करणाराचे नावःदिपेन रमेश उदानी -

नोंदणी की

नवकल (अ. 11(1)), पृष्ठांकनाची नवकल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकक्रित की (110)

एकूण रु.

30000.00

2200.00

32200.00

आपणास हा दस्त अंदाजे 12:43PM ह्या वेळेस मिळेल

*उच्चम निंबधक
अंधरी 3 (अंधरी)*

बाजार मुळ्य: 11919500 रु. मोबाइल: 953375000.

भरलेले मुळांक शुल्क: 578600 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्विर:

केंगऱ्या नाव व पत्ता: केनरा बळ मुळ 62;

डीडी/धनाकर्म क्रमांक: 755833; रक्कांग 30000 रु.; दिनांक: 12/04/2012

[Signature]

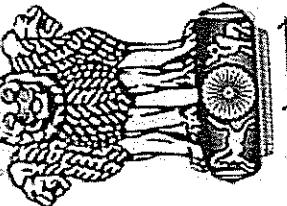
SISTED ORIGINAL DOCUMENT

WERED ON 18/04/2012

INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp



संसदीयमेव २ जायते

Certificate No.

: IN-MH08003332539702K

Certificate Issued Date

: 12-Apr-2012 03:06 PM

Account Reference

: SHCIL (F)/ mhshcilo1/BORIVALI/MH-MSU

Unique Doc. Reference

: SUBIN-MHM-HSHCIL0108610925474339K

Purchased by

: DIPEN RAMESH UDANI

Description of Document

: Article 25(b)(d) Conveyance

Property Description

: PRAMUKH HEIGHTS B WING 1502 15TH FLR 48 AMBOLI HILL

Consideration Price (Rs.)

: VEERA DESAI RD ANDHERI W MUM 53

First Party

: 95,37,500
(Ninety Five Lakh Thirty Seven Thousand Five Hundred only)

Second Party

: DIPEN RAMESH UDANI

Stamp Duty Paid By

: MESSERS PRAMUKH ENTERPRISE

Stamp Duty Amount(Rs.)

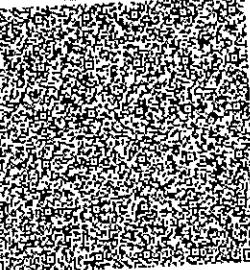
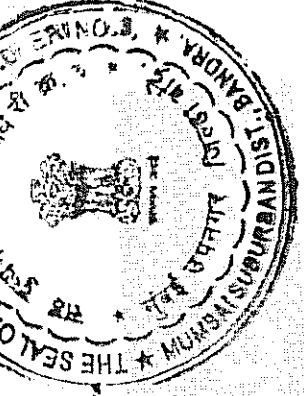
: 5,78,600

: (Five Lakh Seventy Eight Thousand Six Hundred Sixty Six Rupees)

Stamp Duty Amount(Rs.)

: 5,78,600

: (Five Lakh Seventy Eight Thousand Six Hundred Sixty Six Rupees)



Please write or type below this line-

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२००२	१२
२००२	१२

V/K 0000711049

Statutory Alert:

- The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
- The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

SROs,

SHOTLE-Stamping		Receipt		(To be filled in by the client)	
Stamp Duty Purchased By	DIPEN KAMALI JDAWALI	Stamp Duty Paid by		<input checked="" type="checkbox"/> 1st Party	<input type="checkbox"/> 2nd Party
Stamp Duty Amount	Rs. 57860/-	Type of Payment	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> RTGS	<input type="checkbox"/> DD <input checked="" type="checkbox"/> Pay-Order	<input type="checkbox"/> NEFT
Cheque/ DD/PO/UTR/ REF/Account No.	755838			Date:	12 / 04 / 2012
Bank Name	CANARA BANK	Branch Name	CANCUN (UAE)		
Counter Signature with Seal					



AGREEMENT

This Agreement has been at made at Mumbai on this 13rd day of April,
2018, between **M/S. PRAMUKH ENTERPRISES**, a registered partnership firm,
under the provisions of Indian Partnership Act, 1932, and carrying on business at
48, Amboli Hill, Veera Desai Road, Andheri (W), Mumbai 400053 hereinafter
referred to as "The Developers" (which expression shall unless it be repugnant
to the context or meaning thereof be deemed to mean and include the present
partners for the time being constituting the firm, survivors or survivor of them.

their heirs, legal representatives, administrators, executors, successors and assigns) of **THE ONE PART:** AND Mr/Mrs. Dipen Vohani,
of Mumbai inhabitant residing at B-701, Pray
Apartm ent Plot no-15 S.V. Road, Javahar Nagar
Goregaon (w) Mumbai -400062.
hereinafter referred to as "**the Flat Purchaser**" (which expression shall unless it
be repugnant to the context or meaning shall mean and include his/her
heirs, legal representatives, executors, administrators and assigns) of

Apartment Plot no-15, S.V. Road, Jauhar Nagar

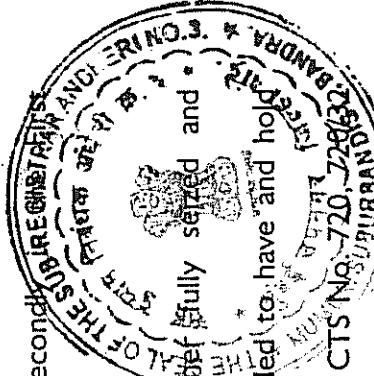
Buyer (1) **Mumbai** (2) **Mumbai** (3) **600062** (4) **hereinafter referred to as "the Flat Purchaser"** (which expression shall unless it

THE SECOND PART:

१०-३२८	२०५२	२०५९
१०-३२८	२०५२	२०५९

WHEREAS:

- (i) Byramjee Jeejeebhoy Private Limited, was fully seized and possessed of otherwise well and sufficiently entitled to have and hold various plot of lands, interalia plot of lands bearing CTS No. 727, 727/1 to 63, being, lying and situate at Village Oshiwara, off Veera Desai Road, Amboli Hill Road, Mumbai Suburban District and Registration Sub-District of Andheri, admeasuring about 2862.5 sq. meters or thereabouts and more particularly described firstly in the First Schedule written hereunder, as an absolute owner;
- (ii) Byramjee Jeejeebhoy Private Limited, was further fully seized and possessed of otherwise well and sufficiently entitled to have and hold various plot of lands, interalia plot of lands bearing CTS No. 720 (Part), 720/163 to 166, being, lying and situate at Village Oshiwara, off Veera Desai Road, Amboli Hill Road, Mumbai Suburban District and Registration Sub-District of Andheri, admeasuring about 2408.50 sq. meters or thereabouts and more particularly described secondly in the First Schedule written hereunder, as an absolute owner;
- (iii) Byramjee Jeejeebhoy Private Limited, was further fully seized and possessed of otherwise well and sufficiently entitled to have and hold various plot of lands, interalia plot of lands bearing CTS No. 720, 720/32 to 83, being, lying and situate at Village Oshiwara, off Veera Desai Road Amboli Hill Road, Mumbai Suburban District and Registration Sub-District of Andheri, admeasuring about 6219 sq. meters or thereabouts and more particularly described thirdly in the First Schedule written hereunder, as an absolute owner thereof;

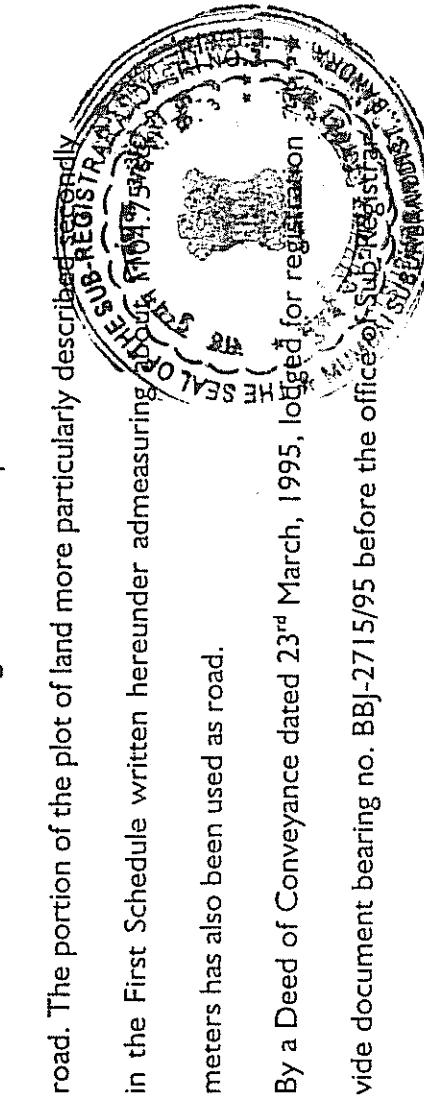


particulary described in the First Schedule written hereunder, as
an absolute owner thereof;

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(3)

- (iv) Byramjee Jeejeebhoy Private Limited, by a writing dated 1.11.1975, agreed to transfer its right, title and interest in respect of various plots of lands, inter alia plot of lands more particularly described in the First Schedule written hereunder in favour of Heritage Estates Private Limited and put the said Heritage Estate Private Limited in physical possession thereof. The plot of lands more particularly described firstly, secondly and thirdly in the First Schedule (hereinafter referred to as "the said property"). Hereto marked and annexed as Annexure "A" is a copy of the location plan.
- (v) The plots of land more particularly described in the First Schedule written hereunder has been declared as slum area, under Section 4 (1) of the Maharashtra Slum Areas (Improvement, Clearance and Re-development) Act, 1971 vide Notification published on 15.09.1977 on Page 1618.
- (vi) The portion of plot of land more particularly described firstly in the First Schedule hereunder admeasuring about 377.5 sq. meters has been used as road. The portion of the plot of land more particularly described in the First Schedule written hereunder admeasuring 377.5 sq. meters has also been used as road.
- (vii) By a Deed of Conveyance dated 23rd March, 1995, lodged for registration vide document bearing no. BBJ-2715/95 before the office of SubRegistrar of Assurances at Mumbai and executed between Byramjee Jeejeebhoy Private Limited, (herein referred to as "the owners") of the one part and Heritage Estate Private Limited (herein referred to as "the Vendors") of the second part and the said Mukesh C. Shah (therein referred to as "the Purchaser") of the third part, the said Owners at the request of the vendors granted, sold, assigned, released, transferred and assured forever

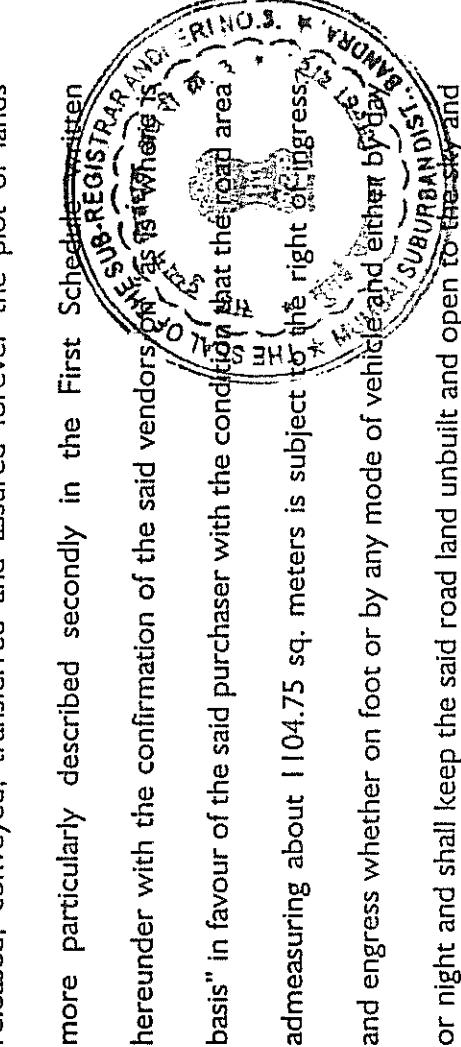


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(4)

the plot of land more particularly described firstly in the First Schedule written hereunder with the confirmation of the said vendors on "as is where is basis" in favour of the said purchaser with a condition that the road area admeasuring 377.5 sq. meters is subject to the rights of ingress and egress whether on foot or by any mode of vehicle and either by day or by night and shall keep the said road unbuilt and open to the sky and for use as road at the consideration mentioned therein.

- (viii) By a Deed of Conveyance dated 2nd May, 1995, lodged for registration vide document bearing No. BB/2714/95 dated 13th July 1995, executed between Byramjee Jeejeebhoy Private Limited, (herein referred to as "the owners") of the one part and Heritage Estates Private Limited (herein referred to as "the Vendors") of the second part and the said Mukesh C. Shah (herein referred to as "the purchaser") of the third part, the said Owners at the request of the Vendors, granted, sold, assigned, released, conveyed, transferred and assured forever the plot of lands more particularly described secondly in the First Schedule written hereunder with the confirmation of the said vendors on "as is where is basis" in favour of the said purchaser with the condition that the road area admeasuring about 1104.75 sq. meters is subject to the rights of ingress and egress whether on foot or by any mode of vehicle and either by day or night and shall keep the said road land unbuilt and open to the sky and for use as road at the consideration contained therein.
- (ix) By an Agreement dated 08.07.1995, Byramjee Jeejeebhoy Private Limited, (herein referred to as "the owners") of the first part and Heritage Estates Private Limited (herein referred to as "the Vendors) of the second part and Trupthi Estate & Investments Private Limited (theren referred to as



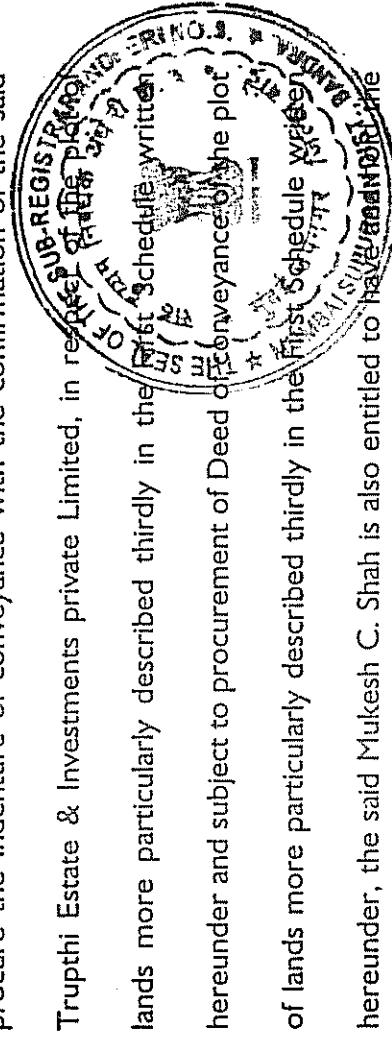
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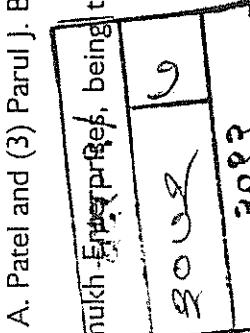
(5)

"the purchasers"), the said owner with the confirmation of said vendors at the request of said purchasers have agreed to sell all the right, title and interest in favour of the said purchasers on certain terms and conditions incorporated therein and at the consideration specified therein.

- (x) By a writing/arrangement dated 29/02/1996 arrived between the said purchasers Trupthi Estate & Investments Private Limited on the one hand and Shri Mukesh C. Shah, on the other hand, the said purchasers have permitted the said Mukesh C. Shah to take necessary development steps in respect of the plot of lands described thirdly in the First Schedule written hereunder.
- (xi) In the aforesaid circumstances, the said Mukesh C. Shah is fully seized and possessed of and otherwise well and sufficiently entitled to have and hold the plots of land, more particularly described Firstly and Secondly in the Schedule written hereunder as the absolute owner thereof. The said Mukesh C. Shah has further approached the said owner Byramjee Jeejeebhoy Private Limited, and Heritage Estates Private Limited to procure the indenture of conveyance with the confirmation of the said Trupthi Estate & Investments private Limited, in respect of the said lands more particularly described thirdly in the First Schedule written hereunder and subject to procurement of Deed of Conveyance of the plot of lands more particularly described thirdly in the First Schedule written hereunder, the said Mukesh C. Shah is also entitled to have and hold the said plot of lands as an owner thereof.
- (xii) On 26/4/1996, the Mukesh C. Shah entered in to partnership with (1) Jitendra S. Brahmabhatt, (2) Vijay A. Patel and (3) Parul J. Brahmabhatt, in the name and style of M/s. Prafull Enterprises, being the Developers




20/2/96


20/2/96

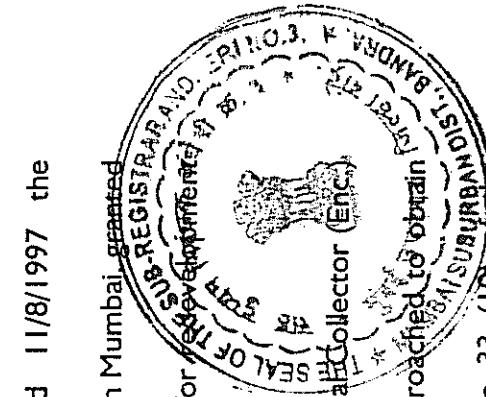

20/2/96

(6)

herein. The said Mukesh C. Shah, has introduced the property referred Firstly and Secondly in the First Schedule hereunder written and advance paid in respect of the property described thirdly in the First Schedule hereunder written, as his capital contribution, in the firm. In the circumstances the Developers is fully seized and possessed of and otherwise well and sufficiently entitled to have and hold the plot of lands more particularly described in the First Schedule hereunder written.

(xiii) On the application made by said owners Byramjee Jeejeebhoy Private Limited, through its C.A., for issuance of non-vacant land certificate the competent authority constituted under the provisions of Urban Land (Ceiling & Regulation) Act, 1976, was pleased to pass the letter bearing No. C/U/LC/D-WS-54/97 dated 02/05/1997 that the plot of lands, inter alia, more particularly described firstly, secondly and thirdly in the First Schedule written hereunder have been declared as non-vacant land. By letter bearing Ref. No.C/U/LC/D.V/WS/54/97 dated 11/8/1997 the Additional Collector, Competent authority (ULC) Brihan Mumbai granted no objection to Byramjee Jeejeebhoy Private Limited for re-development of the said property.

(xiv) With a view to re-develop the slums area, the Additional Collector (Enc.) and Controller of slums, Bombay and B.S.D. was approached to obtain the certificate of controller of slums as laid in Rule 33 (1)(c) of Development Control Regulations for Greater Bombay, 1991. In response to the said application the Additional Collector (Enc.) Mumbai and Mumbai Suburban District, on 19.9.96, certified that an area of 9868.15 sq. meters of CTS No. 720, 720/32 to 83, 727, 727/1 to 63, 720 (part), 720/163 to 166, Village Oshiwara is categorized as slum under section 4(1) of



[Signature]

2092	2092
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the Maharashtra Slum Area Improvement, Clearance and Redevelopment) Act, 1971, vide notification no. DC/A6/Behram Baug dated 30.8.1977 and that there are 266 structures in the said slum out of which 146 structures are protected structures as their names are appearing in 1995 Assembly election roll as per Annexure II order no.

Collector Mumbai.

(xv) An application was made to rectify the certificate/order dated 3.10.96 and in response to the said application, the Additional Collector (Enc.) vide his order dated 05.10.96, certified that 178 structures are protected.

(xvi) An Application dtd 12/11/00 to rectify Annexure and in response to the said application the Add.Collector (ENC) vide his order dt 7/4/2006 bearing SPA/ I 1345/2001 Certified 67 Structure.

(xvii) An Application dt 26/7/2000 to certify the vide his order dt 16/8/2004

(xviii)

A circular stamp with the following text around the border:

REGISTRATION BOARD MUMBAI SUBURBAN DISTRICTS
THESE STAMPS ARE FOR THE USE OF THE
SUBURBAN DISTRICTS

In the center, there is a depiction of a hand holding a stylized object, possibly a pen or a brush, above an open book. The date "21 JUNE 1951" is stamped near the bottom of the central design.

Building	Wing	Floor
A	type 4	G+7
B	type 3	G+9

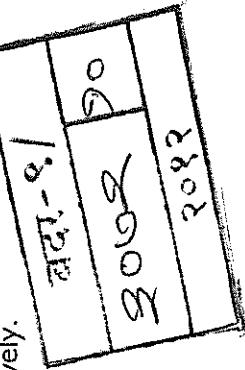
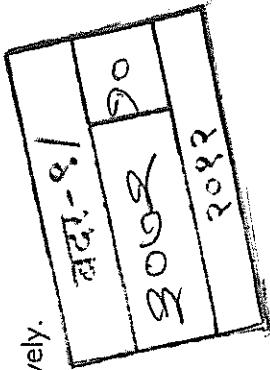
In sector B, following buildings had been permitted:

	2	G+19
2	1	Stilt + 12 floors (- 3) / permitted 20 floors
		In sector C, one building has been permitted 20 floors 2092

(8)

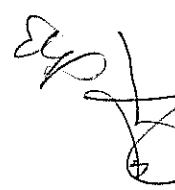
- (xx) The Developers submitted the revised Building plan in respect of Sector B for construction of one sale Building of ground plus 1st fl. upper floors instead of 2 Buildings of ground plus 19 upper floors and stilt plus 12 upper floors. In response to the same, the Slum Rehabilitation Authority vide its letter SRA/ENG/I/93/KW/PL/AP & SRA/ENG/I/226/KW/PL/AP dated 22/11/04 has approved the revised plan for construction of one Building on Sector B plot consisting of 2,485 sq. mtrs. of C.T.S. No.727 and 1,303.75 sq. mtrs. of C.T.S. No.720 (part), aggregating to 3,788.75 sq. mtrs., which is more particularly described in the Second Schedule hereunder written.
- (xxi) The Executive Engineer of Slum Rehabilitation authority under Sub-regulation 2.30 of Appendix IV of Development Control Regulations No.33 (10) dated 22/11/2005 for Brihan Mumbai, granted Intimation of Approval bearing No. S.R.A/ENG/I/93/KW/PL/AP & SRA/ENG/I/226/KW/PL/AP for construction of Sale Building on the Plot of land more particularly described in the Second Schedule hereunder written. The Executive Engineer of Slum Rehabilitation Authority issued Commencement Certificate on 13/07/2005 in respect of the proposed Sale Building, under Section 45 of the Maharashtra Regional and Town Planning Act 1966, to carry out the work upto plinth level of the said building. In accordance with the approved building plans.

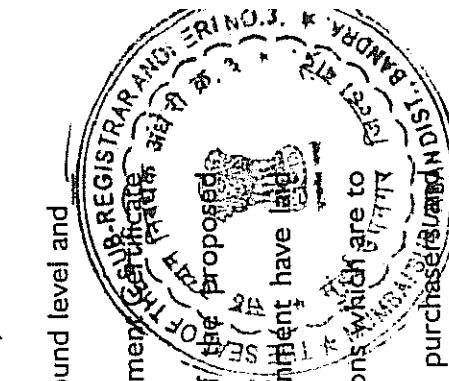
Developers have commenced the construction work of the said building. Hereto marked and annexed as Annexure "B" & "C" are the copies of extract of property card issued by the office of City Survey and copy of the I.O.A. and C.C. respectively.



(9)

- (xxii) The Developers are developing the said property in phases by utilizing floor space Index (FSI) available in respect of the said property. In the first phase of development, the Developers have developed Sector A and now carrying out development of Sector B on portion of the said property, location whereof is shown on the plan of the said property annexed hereto as Annexure 'A' and shown in RED coloured boundary line area thereof.
- (xxiii) Shri Swapnil Pednekar, Advocate of the Developers has certified the title of the said property and has issued certificate of title. The Developers intend to develop the portion of the said property, by constructing Sale Building to be known as "PRAMUKH HEIGHTS" consisting of having ground level and 14 floors.

- (xxiv) The Developers have applied for sanction of proposed building plan, which has been sanctioned by Slum Rehabilitation Authority under No. SRA/ENG/I/93/KV/PL/AP for constructing of stilt at ground level and upper floors for residence and has also issued Commencement Certificate on —. While sanctioning plan for construction of the proposed building, Slum Rehabilitation Authority and/or the government have laid down certain terms, conditions, stipulations and restrictions ^{which are to} be observed by the Developers and on the part of the purchase/sale and other premises in the said building and only upon the observation and performance thereof, the occupation and building completion certificate of the said building shall be granted by Slum Rehabilitation Authority.
- 

- (xxv) The Developers have entered into a standard Agreement with an Architects Mr. BIPIN S. BAROT registered with the ~~Government~~ Council of Architects
- 
- | | |
|-------------------------------|------|
| राजकीय निवास और स्थापना विभाग | १९/१ |
| २००२ | २०१२ |

(10)

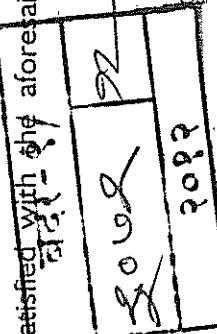
and such Agreement is as per the Agreement prescribed by the Council of Architects.

(xxvi) The Developers have appointed a Structural Engineer for the preparation of the structural design and drawing of the buildings and the Developers accept the professional supervision of the Architects and the Structural Engineer till the completion of the buildings and completion of development. The Developers have in accordance with the sanctioned plans and other relevant documents of the said Sector B commenced the construction of the building to be known as "PRAMUKH HEIGHTS".

(xxvii) The Flat Purchaser is desirous of acquiring and purchasing Flat and parking space and demanded from the Developers and the Developers have given inspection to the Flat Purchaser of all the documents of title relating to the said property, the said orders, and the plans designs and specification prepared by the Developers' Architect's Mr. BIPIN S. BAROT and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of construction, sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said REGISTRATION AND RECORDING ACT") and the said documents are made thereunder.



(xxviii) The copy of Certificate of title issued by the Advocate of the Developers, * copy of property card showing the nature of title of the Developers to the said property on which the Flats are to be constructed and * copy of the plans and specification of the Flat agreed to be purchased by the Flat Purchaser approved by the Slum Rehabilitation Authority have been annexed hereto marked Annexures 'B', 'C' & 'D' respectively. The Flat Purchaser only after being satisfied with the aforesaid, has agreed to

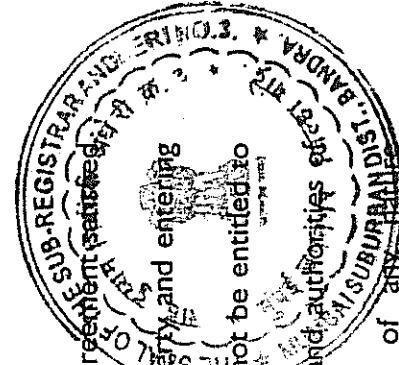

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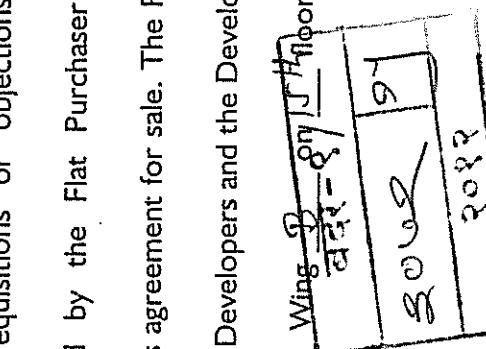
(13)

approved and sanctioned plan for construction of the said building or otherwise or for addition vertical construction and construction of additional building by reasons of various factors such as benefits of set back road, TDR FSI etc., as they may desire or may be required by the concerned authority. The Flat Purchaser hereby expressly and irrevocably consents to any such variations/amendments to the approved and sanctioned plans and/or revised proposed plans for construction of the said building and/or no objection to the construction of additional building in the said property, so long as the total area of the said Flat and the amenities to be provided by the Developers are not reduced. This consent shall be considered to be irrevocable consent of the Flat Purchaser as contemplated by Section 7 (i) and (ii) of the Maharashtra Ownership Flat Act, 1963.

Provided that the Developers shall have to obtain prior consent in writing from the Flat Purchaser in respect of further variations or modifications, which may adversely affect the Flat of the Purchaser, other than those mentioned in the recital.

3. The Flat Purchaser has prior to the execution of this agreement satisfied himself/herself/ themselves/itself about title of the property and entering to this agreement for sale and the Flat Purchaser shall not be entitled to further investigate or dispute the title, rights, powers and authorities of any the Developers and no requisitions or objections of any whatsoever shall be raised by the Flat Purchaser in any manner whatsoever in respect of this agreement for sale. The Flat Purchaser has agreed to purchase from the Developers and the Developers have agreed



to sell a Flat 1502 in Wing 3 - 8th floor in building to be

20.02.2012

(14)

known as "PRAMUKH HEIGHTS" having carpet area
admeasuring 67.84. sq. mt. (which is inclusive of the area of balcony)
on 15th floor as shown in the floor plan thereof hereto annexed as

Annexure "E" (hereinafter referred to as 'the said Flat') and parking space

no. _____ in the compound for the price of Rs.95,37,50/-
Rupees Ninety Five Lacs Thirty Seven Rupees Being Five Hundred

proportionate price of the " common areas and facilities" appurtenant to
the premises, the nature, extent and description of the "limited common

areas and facilities" are more particularly described in the third schedule

hereunder written. On execution of these presents the Flat Purchaser has

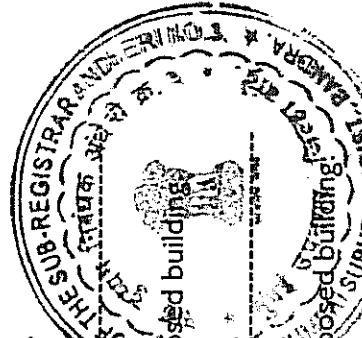
paid to the Developers a sum of Rs.10,00,000/- (Rupees
Ten Lacs Only, only) being the part/full purchase

price payable by the Flat Purchaser to the Developers (the Developers

doth hereby admit and acknowledge the receipt of the said amount and

discharge the purchaser for ever). The Flat Purchaser has agreed to pay
Rs. 85,37,50/- (Rupees Eighty Five Lacs Thirty Seven Rupees and
Five Hundred Only)
balance amount of purchase price in the following manner.

- 1) Rs. _____/- (Rupees _____)
----- only) on casting of the 1st slab of the proposed building.
- 2) Rs. _____/- (Rupees _____)
----- only) on casting of the 2nd slab of the proposed building.
- 3) Rs. _____/- (Rupees _____)
----- only) on casting of the 3rd slab of the proposed building.
- 4) Rs. _____/- (Rupees _____)
----- only) on casting of the 4th slab of the proposed building.



Sub-Divisional Officer
Suburb - 2 /
2012-98
2012-98

5

- 5) Rs./- (Rupees)
---- only) on casting of the 5th slab of the proposed building.

6) Rs./- (Rupees)
---- only) on casting of the 6th slab of the proposed building.

7) Rs./- (Rupees)
---- only) on casting of the 7th slab of the proposed building.

8) Rs./- (Rupees)
---- only) on casting of the 8th slab of the proposed building.

9) Rs./- (Rupees)
---- only) on casting of the 9th slab of the proposed building.

10) Rs./- (Rupees)
---- only) on casting of the 10th slab of the proposed building.

11) Rs./- (Rupees)
---- only) on casting of the 11th slab of the proposed building

12) Rs./- (Rupees)
---- only) on casting of the 12th slab of the proposed building

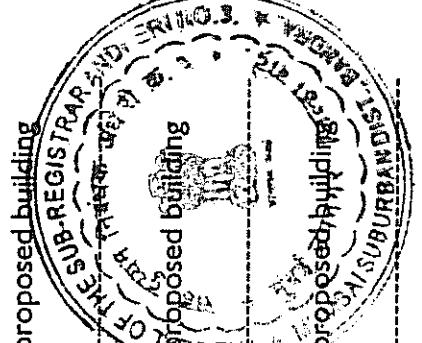
13) Rs./- (Rupees)
---- only) on casting of the 13th slab of the proposed building

14) Rs./- (Rupees)
---- only) on casting of the 14th slab of the proposed building

15) Rs./- (Rupees)
---- only) on casting of the 15th slab of the proposed building

16) Rs./- (Rupees)
---- only) on casting of the 16th slab of the proposed building

17) Rs./- (Rupees)
---- only) on completion of masonry work.



300/-
15/12/82

- 18) Rs. -----/- (Rupees -----
----- only) on internal/electrical work.
- 19) Rs. -----/- (Rupees -----
----- only) on completion of tiling work.
- 20) Rs. 8,537,500/- (Rupees Eighty Five Lacs Thirty Seven Thousand and five Hundred only.
----- only) at the time of possession.
- S.B*

It is specifically agreed that the percentage of undivided interest of the Flat Purchaser has been agreed by and between the parties hereto on the basis of present cost of the building materials, services and labour charges on the day of 200. The Flat Purchaser expressly agrees that in the event of the cost of the building materials, services and/or labour charges hereinafter increases by more than 5% from the present value, the Flat Purchaser shall pay to the Developers a further amount of the purchase price equivalent to the increase cost of the building materials, services and labour charges, above 5% from present rates as may be certified by the Developers' Architects from time to time and such escalated price shall be paid by the purchaser to the Developers along with unpaid balance of the installment of the purchase amount payable as aforesaid is further agreed that till the entire purchase price inclusive of escalated price , if any together with other payments and deposits mentioned hereinabove been paid the Flat Purchaser shall not be entitled to the possession of the said Flat.

- 4 The Developers hereby agree to observe performs and comply with all the terms and conditions, stipulation and restrictions, if any which may have been imposed by Slum Rehabilitation Authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the
- Slum Rehabilitation Authority
2002
2002*



(17)

Flat to the Flat Purchaser obtain from Slum Rehabilitation Authority occupation and/or completion certificate in respect of the Flat.

5 The Developers hereby agrees that they shall, before handing over possession of the Flat to the Flat Purchaser and in any event before execution of the Conveyance/Lease Deed of the said property more particularly described in the second schedule hereunder written being the portion of the said property in favour of a corporate body to be formed by the purchasers of Flat of the building to be constructed, make full and true disclosure of the nature of their title to the said property as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said property, the Developers shall as far as practicable, ensure that the said property is free from all encumbrances and that the Developers have absolute clear and marketable title to the said property so as to enable them to convey to the said society/limited company such absolute, clear and marketable title on the execution of a conveyance of the said property by the Developers in favour of the said society.

6 (i) The Flat Purchaser shall be liable to bear and pay his/her/their proportionate share (in proportion of the area of the said Flat to the total area of the said building) of all outgoings in respect of the said building, including outgoings in respect of common facilities (including lifts), local taxes or such other taxes levied by the local authority, water charges, electricity charges, insurance premium, security charges, clerks, sweepers, gardeners, lift operators and such other employees, day to day repairs and maintenance expenses, contribution to sinking fund, repair fund or such other fund and all other expenses, levies, contributions and charges



Other expenses	3092
Taxes, levies, contributions and charges	2012

(18)

incidental to management and maintenance of the said building in any form, from the date of intimation by the Developers that the said Flat is ready for use and occupation or from the date of the Flat Purchaser availing use of the said Flat for any reason whatsoever, whichever is earlier, irrespective of the date of the Flat Purchaser being put in to possession of the said Flat.

ii) until the said organization is formed and it becomes functional or until any other alternate arrangement is made for collecting contributions and making payment of common outgoings the Flat Purchaser shall pay to the Developers his/her/their proportionate share of outgoings as aforesaid. Thereafter the Flat Purchaser shall pay his/her/their share of outgoings as aforesaid to the said organization or upon the Developers making any alternate arrangement to any other entity as may be directed by the Developers.

iii) the Flat Purchaser further agrees that until actual share of the Flat Purchaser in the aforesaid outgoings is determined the Flat Purchaser shall pay to the Developers provisional monthly contribution and/or his/her/their share of outgoings towards the aforesaid outgoings Rs. _____/-



iv) the Flat Purchaser shall pay such monthly contribution and/or his/her/their share of outgoings as aforesaid in advance on or before the 1st day of each English calendar month. The Flat Purchaser shall not be entitled to withhold such monthly contribution for any reason whatsoever.

v) time for payment of the installments of purchase price and of any other amount payment by the Flat Purchaser is of essence of the contract.

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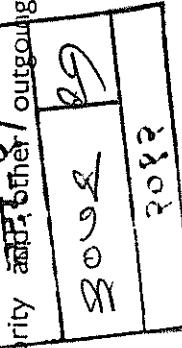
(19)

(vi) Without prejudice to the rights of the Developers under this agreement or under the law, the Flat Purchaser agree to pay to the Developers interest at 21% per annum on all the amount which become due and payable by the Flat Purchaser to the Developers under the terms of this agreement from the date the said amount is payable by the Flat Purchaser to the Developers.

(vii) The Developers shall appropriate any amount received from the Flat Purchaser firstly towards any costs, charges or expenses recoverable from the Flat Purchaser, thereafter towards any interest receivable from the Flat Purchaser and only thereafter the balance remaining amount shall be appropriated towards the installment of purchase price/any other amount payable by the Flat Purchaser.

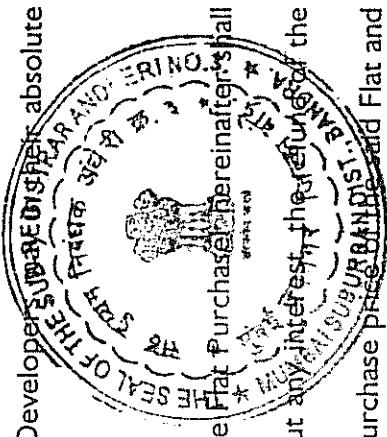
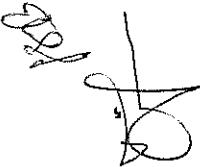
(viii) The Developers may send notice/intimation to the Flat Purchaser of any installment and/or of any other amount becoming payable by his/her/them such intimation/notice may be forwarded by the Developers at the address of the purchaser recorded herein by hand delivery or under ordinary post. It is expressly agreed that non delivery or non receipt of or loss of such notice/intimation shall not be a valid excuse by the Flat Purchaser for failing or defaulting in making payment of the installment of purchase price or any other amount payable by him/her/them.

7 On the Flat Purchaser committing default in payment of taxes levied by the Slum Rehabilitation Authority and/or other / outgoings) and on the Flat amount due and payable by the Flat Purchaser to the Developers under this agreement (including his/her/their proportionate share of taxes levied by the



(20)

Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this agreement, provided always that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Flat Purchaser fifteen days prior notice in writing of their intention to terminate this agreement and 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 Purchaser in remediying 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 Developers shall refund to the Flat Purchaser the amount which may till then have been paid by the Flat Purchaser to the Developers but the Developers shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Developers, the Developers shall be at liberty to dispose off and sell the Flat to such person and at such price as the Developers may determine after consulting the Purchaser and shall be to receive from the Developers without any interest, the sum of the amount paid to the Developers towards purchase price of the said Flat and the said purchase price if any paid towards the parking spaces, such refund shall be made by the Developers to the purchaser only after selling the Flat /car parking space to any other person and after receiving full purchase price for sale of the said Flat /car parking space from such person. The Flat Purchaser agrees that if this agreement is terminated by the Developers due



8. In such event the only right available to the Flat Purchaser shall be to receive from the Developers without any interest, the sum of the amount paid to the Developers towards purchase price of the said Flat and the said purchase price if any paid towards the parking spaces, such refund shall be made by the Developers to the purchaser only after selling the Flat /car parking space to any other person and after receiving full purchase price for sale of the said Flat /car parking space from such person. The Flat Purchaser agrees that if this agreement is terminated by the Developers due

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to his/her/their default then in that event he/she/they shall not be entitled to claim any interest or any other compensation of any nature whatsoever from the Developers nor shall he/she/they demand the refund of amount paid to the Developers in any manner otherwise than as provided herein.

9. The Developers hereby declare that the said building is being constructed by utilizing FSI (floor space index) available in respect of the said property, the Developers shall record FSI and TDR utilize in construction of the said building in the document transferring title of the said building to the said organization. If any construction is permitted to be carried out on the said property either due to increase in FSI or due to any other reason whatsoever, then the Developers alone shall be entitled to carry out such additional construction sell/allot Flat, terraces, un-built area, parking spaces and other premises in such additional construction. The Flat purchaser shall not have right or claim of any nature whatsoever on the residual FSI, if any in respect of the said portion/said property, as such residual FSI shall always belong to the Developers alone.

The Developers alone shall be entitled to carry out construction on the said property in any manner permissible and sell/allot Flat, shops, parking spaces, terraces, other premises, un built area, open spaces, garden etc. The Flat Purchaser irrevocably consents, agrees and promises that he/she/they shall not raise any objection against the Developers making any additional construction on the said property where on any group of flats, whatsoever, including that of nuisance and/or annoyance and undertakes to extend cooperation and all facilities to the Developers for making such

<p>Constitution even after entering in to Occupation of the said Flat. The Flat</p> <p>Purchaser shall not be entitled to rebate in price or any other advantage</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">₹ 15/-</td><td style="padding: 5px;">/</td></tr> <tr> <td style="padding: 5px;">300/-</td><td style="padding: 5px;">25</td></tr> <tr> <td colspan="2" style="padding: 5px;">? 09.2</td></tr> </table>	₹ 15/-	/	300/-	25	? 09.2	
₹ 15/-	/						
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(22)

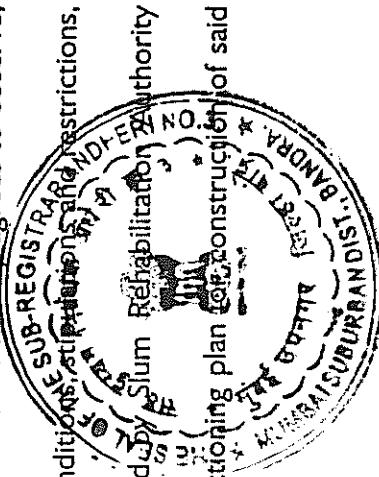
- from the Developers on the ground or making any additional construction or any other ground whatsoever. If at the time of transfer of the said building together with plot area of Sector B being the portion of the said property, leasehold interest of the said Sector B in favour of the said organization any construction planned to be carried out by the Developers of the Sector B has not been constructed or completed, then in that event the Developers alone shall notwithstanding anything to the contrary, be entitled to commence, to carry out and complete such construction and derive all advantage from such construction either by selling/allotting Flat/terraces, parking spaces and other premises or otherwise howsoever.

11. The Flat Purchaser shall not be entitled to claim any rebate or abatement in the price of the Flat purchase by him/her/them on any ground whatsoever including the grounds of reduction in the area of the said portion or modification or variation in any common facilities or amenities. The Flat Purchaser shall not be entitled to raise objection of any nature whatsoever against any decision of the Developers in any of the matter arising out of this agreement. The Flat Purchaser hereby agrees to observe, perform and comply with all terms, conditions, restrictions, if any which may have been imposed by Sub-Registration Authority and/or government at the time of sanctioning plan for construction of said building or thereafter.
- J.S.B


12. The Developers agrees that it is a vital and integral condition of this

Agreement that :

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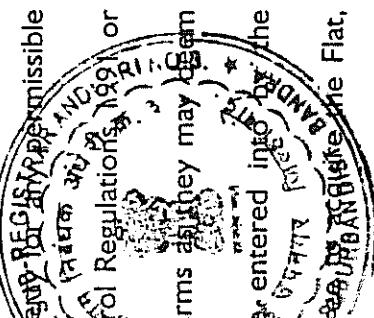


(23)

- a) the right or interest created/being created by the Developers in favour of the Flat Purchaser is limited and restricted to the said Flat .
- b) The Developers shall have absolute discretion to determine the manner in which way use of the common and limited areas and amenities shall be available to the purchasers of the Flat in the building.
- c) Use of common and limited areas and amenities by the Flat purchaser shall be as determined by the Developers and the same shall unless otherwise expressly provided, be in common with other Flat Purchasers in the building already constructed or to be constructed as may be determined by the Developers.
- d) No right or interest of any sort or nature whatsoever shall be claimed or demanded by the Flat Purchaser on common and limited area and amenities or on any Flat/garage/ compound/terrace/general open space in the said building or the said portion of the said property or the said property.

The Developers alone shall be entitled to sell/allot Flat, parking spaces, terraces, un built spaces and other premises in the said building to be constructed on the said portion of the said **PROPERTY REGISTRATION PERMIT NO. 11 NUGG** or user under the provisions of Development Control Regulations, otherwise for such consideration and on such terms as they may deem expedient. All such agreements which may be entered into by the Developers with the persons or parties who agree to purchase the Flat, parking spaces, garages, un-built spaces as aforesaid shall be binding on all the purchasers of Flat, parking spaces, garages, un-built spaces, terraces

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and other premises in the said building and that the Flat Purchaser shall not be entitled and hereby agrees not to raise any objection or do anything which would result in breach of terms and conditions of the agreement which may be entered into by the Developers with other parties with regard to allotment/sale of parking spaces, garages, terraces, gardens, un built spaces etc., as aforesaid and the Flat Purchaser shall execute such writings and do all such acts, deeds, matters and things as may be reasonably required by the Developers in that behalf.

13. The Developers hereby expressly bring to the notice of the Flat Purchaser that they have retained and reserved in their favour:-

(a) Open terrace/s of the building to be constructed of the said building. The Developers may at their discretion sell/allot such terrace/s to any person or persons and until such terrace/s are sold by the Developers to any person or persons, such terrace/s along with parapet walls shall be in the exclusive possession and control of the Developers. The Developers or their nominee/s shall be entitled to put up any construction on any portion/s of the said terrace (subject to the permission of Mumbai Municipal Corporation and all other public bodies or authorities and all other applicable laws, rules and regulations) and/or sell, deal with or dispose of construction, if any, put upon the said terrace/s or any portion or portions thereof. The Developers shall also be entitled

(25)

boards/display boards of any description. Any advantage derived from any permissible user of the said terrace/s of the said building shall belong to the Developers alone, provided however that the Developers shall allow overhead water tanks to remain on a portion of the terrace of the said building or shift them elsewhere and allow at all reasonable time to the said terrace/s for the purpose of operation, maintenance and repair of the said water tanks.

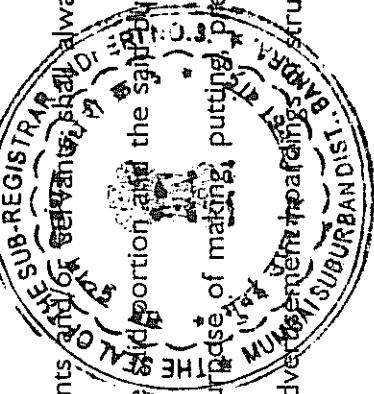
(b) External walls of the said building/s putting up hoardings/ advertisements/ display boards of any description or for permitting user of the same in any permissible manner, provided however, that the Developers shall not obstruct light or ventilation of any Flat in the said building and the Developers shall not cause or permit to be caused any damage to the external walls of the said building.

(c) Right of putting any hoarding/display boards/ advertisement of any description on the said portion on ~~permitted use~~ of any open space in the said portion.

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(d) Right to put up, permit to put cables, wires and other conduits through any part of the said building/the said portion.

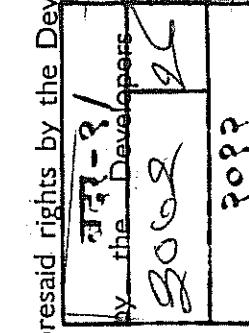
(e) The Developers, their agents and/or ~~agents~~ ^{and} ~~servants~~ ^{servants} ~~of~~ ^{of} the said building or any part thereof for the purpose of making, putting, preserving, maintaining, removing the advertisement/hoarding/structure or



(26)

doing anything as may be necessary for enjoying any of the aforesaid right reserved in their favour.

- (f) The agreement for sale and other agreements with other purchaser of Flat in the said building and the documents for transferring the title of the said building together with the said portion shall always be subject to the aforesaid rights of the Developers. Document transferring the title of the said building, the said portion of the said property to the said organization shall be conveyed the aforesaid right reserved in favour of the Developers, under this Agreement.

- (g) The Flat Purchaser or the said organization shall not be entitled to raise any objection or to claim any abatement in the price on account of retention of the aforesaid rights by the Developers, until conveyance executed by the Developers to the society/company.
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- (h) In consideration of reserving the aforesaid rights the Developers shall pay to the said organization compensation of Rs.100/- (Rupees One hundred only) per annum. The Developers shall also pay taxes, if any leviable on the hoardings/display boards/ advertisements put up by the Developers. The said organization shall not be entitled to increase the compensation payable by the Developers or restrict the rights available to the Developers in any manner whatsoever.
- (Signature)



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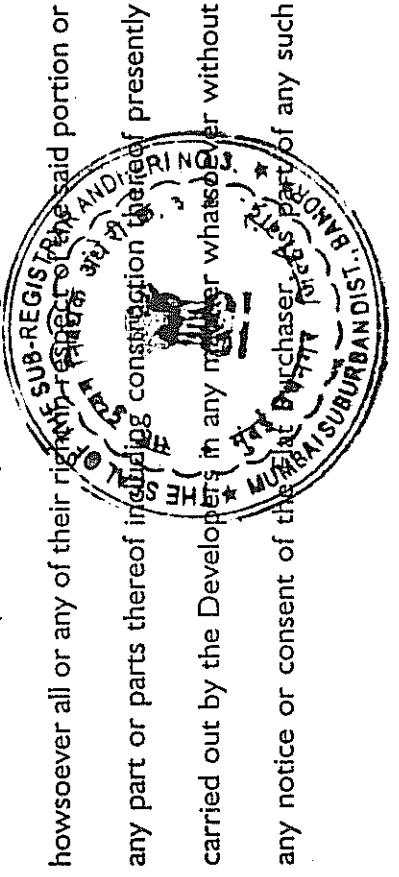
- (i) The Developers shall be entitled to transfer/assign all or any of the aforesaid rights retained and reserved by them to any other person or persons for such consideration and on such terms as they may deem fit and proper and the Flat Purchaser shall not be entitled to object to the same. Such transferee/assignee shall have all or any of the aforesaid rights without any objection or obstruction of purchaser of Flat /shops in the said building or the said organization.

(j) The Flat Purchaser hereby gives his/her/their express consent to the Developers to raise any loan by creating charges, mortgage or encumbrances on the said portion and/or the said building with any bank and/or any financial institution or any other party. The consent shall be deemed to have been given under the provisions

of Section 9 of MOFA. This consent is on the express understanding that any such loan or liability shall be cleared by the Developers alone at their own expenses prior to the transfer of the title of said portion to the said organization.

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(k) It is hereby expressly agreed that so long as it does not affect or prejudice the right created in favour of the Flat Purchaser under this agreement, the Developers shall be entitled to encumber or deal with or dispose of by sale, assignment or otherwise howsoever all or any of their rights and interests in the said portion or any part or parts thereof including construction thereof presently carried out by the Developers in any manner whatsoever without any notice or consent of the Flat Purchaser as part of any such



(28)

arrangement by the Developers or any of the obligations of the Developers may be shifted or transferred to any person or persons. Any such arrangement by the Developers shall be binding on the transferring title of the said building to the said organization, satisfy any mortgage, charge or encumbrance on the said portion and/or construction thereon.

(I) Location of the parking spaces shall be determined by the Developers in their absolute discretion. At the time of handing over possession of the said Flat, the Developers shall intimate location of the said car parking space to the Flat holder and shall hand over to the Flat Purchaser location plan showing location of the said car parking space. The said parking spaces shall be used by the Flat Purchaser only for parking his/her personal vehicles and shall not be used for parking commercial vehicles for any commercial purpose.



14. It is agreed between the Flat Purchaser and the Developers that the Developers shall :

- a) form an organization of purchasers of Flat in the said building in accordance with the terms and conditions laid down by the Slum Rehabilitation Authority.

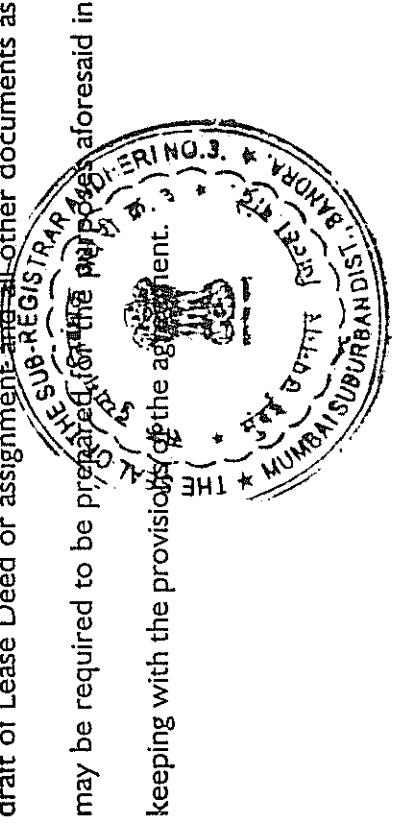
- b) At the discretion of the Developers, a flat in any other building constructed on the said property may also be included in such organization.



(29)

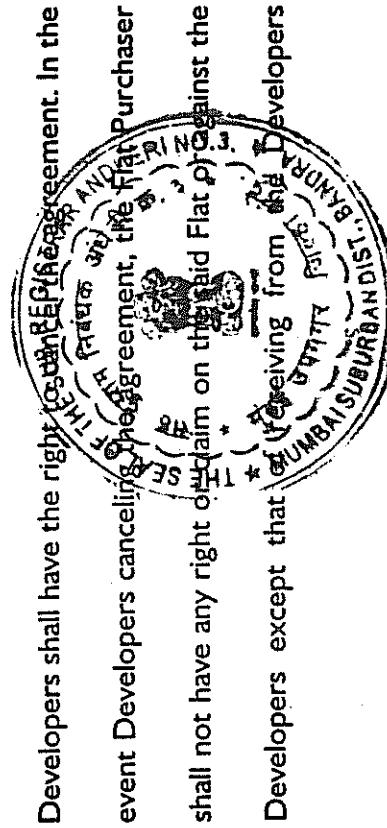
- c) Such organization may be a co-operative society or a limited company or an association of purchasers of Flat or the organization any other entity as may be permissible and as may be determined by the Developers (herein referred to as "the said organization").
- d) The Developers shall frame rules, regulations, bye-laws and articles etc., of the said organization.
- e) After completing the construction of such building in all respects and after selling/allotting all Flat, terraces, parking spaces, un built spaces and other premises constructed on the said building/the said portion of the said property and after receiving the full consideration from purchasers, the Developers shall transfer and convey the said portion together with the said building to the said organization either by a conveyance or by a lease deed ~~for a period of one year~~ final lease rent and on liberal terms.


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- f) Define the manner in which limited and common areas and amenities shall be available to the Flat Purchaser.
- g) The Advocate/s of the Developers shall prepare and settle the draft of Lease Deed or assignment ~~and all other documents as~~ SUB-REGISTRATION NO. 3
THE SUBURBAN PROPERTY REGISTRATION aforesaid in may be required to be prepared for the purpose of the agreement keeping with the provisions of the agreement.



- h) Subject to provisions of MOFA, determine terms and manner of execution of conveyance or assignment or such other documents for transfer.
- i) On completion of construction of the said building in all Flat purchasers, parking spaces, un built spaces and other premises to respective purchasers, the Developers will handover maintenance and management of common amenities of the said building to the said organization. The Flat Purchaser shall not raise any objection in any matter relating to the same for any reason whatsoever.
- j) The Flat Purchaser, shall from time to time, sign all applications, forms, papers and documents including declarations, undertakings, deed of indemnity, deed of transfer etc., and do all such acts, deeds and things as may be required by the Developers or the said organization for safeguarding interest of the Developers and/or the other purchasers of Flat in the said building.
- ✓*
- | | |
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| ३० | १२ |
| ३० | १२ |
- k) In the event of the Flat Purchaser failing to sign and return any application forms and papers required by the Developers under the provisions of the agreement, then in that event, the Developers shall have the right to cancel the Agreement. In the event Developers canceling the Agreement, the Flat Purchaser shall not have any right of claim on the said Flat. *✓*
- ✓* Receiving from the Developers except that Mumbai Suburban Dist. B

In the event of the Flat Purchaser failing to sign and return any application forms and papers required by the Developers under the provisions of the agreement, then in that event, the Developers shall have the right to cancel the Agreement. In the event Developers canceling the Agreement, the Flat Purchaser shall not have any right of claim on the said Flat. *✓*

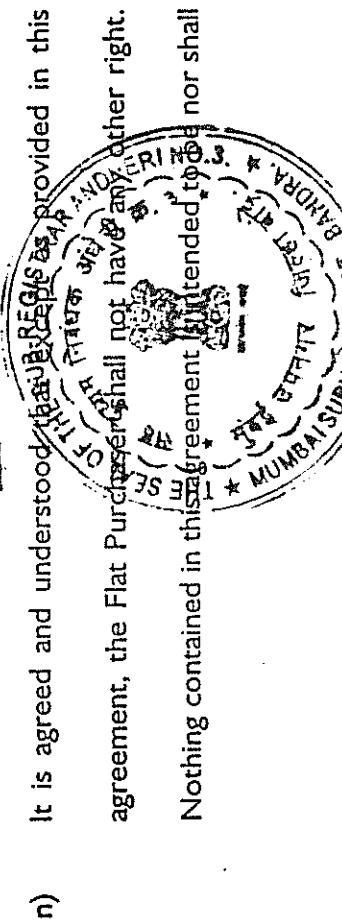


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refund of all the amounts paid by him towards cancellation of the said Flat agreement, without any interest as provided hereinafter.

- i) The Developers shall, if necessary, become a member of the co-operative society of purchasers of Flat in respect of the unsold Flat and/or in respect of any of the rights or interest. Purchasers of un sold Flat of the Developers and/or rights of the Developers shall be entitled to become member of such co-operative society without being required to pay any transfer fees or charges or outgoings in respect of the unsold Flats and with same rights and benefits as that of other members.
- m) The Developers, if required in law, bear and pay proportionate share of taxes and levies in respect of unsold Flat. The Developers shall not be liable to share the maintenance charges, outgoings, electricity charges, water charges etc., in respect of unsold Flat and premises. The Developers will pay even to local body assessment subject to the condition that of unsold Flats and their number and location is intimated to the Assessment Department of Local Authority till all such unsold Flat etc., are sold even if the said organization is formed and

- property conveyed to it.
- [Signature]*
- | | |
|--------------|---------------|
| Flat No - 9/ | Block No - 33 |
| 2002 | 2002 |
| 2002 | 2002 |
- n) It is agreed and understood that the above REGULATIONS provided in this agreement, the Flat Purchaser shall not have any other right. Nothing contained in this agreement intended to be binding nor shall



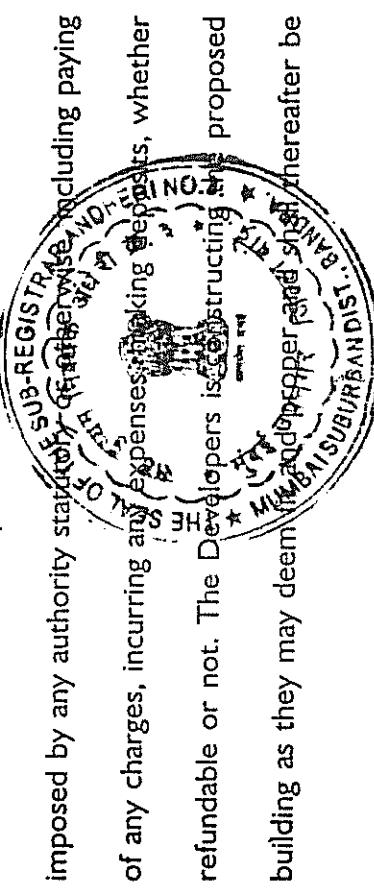
be construed as a grant, demise or assignment in law of the said Flat and/or the said building or part thereof. The Flat Purchaser shall have no claim, save and except in respect of the Flat agreed to be sold to him/her/them and all un-built spaces, staircase, lift, passages, lobbies, un-allotted parking spaces, common areas, gardens, recreation spaces etc., shall continue to remain the property of the Developers until the said portion or part thereof together with the said building is duly transferred by executing appropriate documents as contemplated herein but subject to the rights in law of the Developers under this agreement or otherwise.

15. The Flat Purchaser agrees and undertakes :-

- (a) to observe and perform the terms, conditions and covenants of this agreement and to keep the Developers indemnified against any loss or damage which the Developers may suffer as a result of breach and/or omission and commission on the part of Flat Purchaser of any of the terms, conditions and covenants of this agreement to be observed and performed by the Flat Purchaser.
- (b) to comply with all the terms and conditions of any orders, schemes, permissions, approvals etc., that may have been granted or sanctioned or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise, including paying of any charges, incurring any expenses, making payments, whether refundable or not. The Developers are instructing the proposed building as they may deem fit and shall thereafter be



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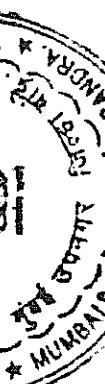
entitled to use and consume the balance FSI, TDR FSI or otherwise available in lieu of road, set back area, reservations etc., even after execution of Lease Deed in respect of the proposed building, without any reference of the Flat Purchaser or co-operative society.

(c) under no circumstances the Flat Purchaser and/or society will be entitled to any FSI or the said property or shall have any right to consume the same in any manner howsoever or any compensation or benefit for the same, until a Lease Deed is executed and registered.

- (d) to comply with terms and conditions of permission etc., required to be obtained under Urban Land (Ceiling and Regulation) Act, 1976 or under any other Central or State legislation or under any rules, notification or ordinance for transferring Sector B area being the portion of the said property or any part thereof in favour of the co-operative society including Flat Purchasers as well as

Developers. The Flat Purchaser shall also, if necessary be liable to proportionately contribute towards costs to be incurred in this regard.

property including for staircases under REGISTRATION ROOM, by way of
purchase of floating FSI, which may be available or
acquired otherwise how ever and selling the same and

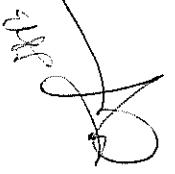


MUMBAI SUBURBAN DIST. BANK
25th MAY 1981

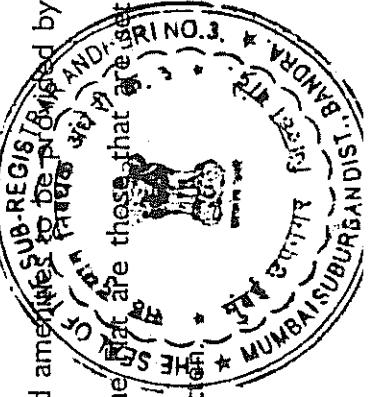
(34)

appropriating the entire FSI and proceeds thereof without any claim of the Flat Purchaser or the society or such organization.

- (f) hereby gives all the powers authorities and concerned to the Developers for using and consuming above mentioned FSI and to put up additional construction as per the plans which may be sanctioned by Slum Rehabilitation Authority and/or any other authorities and the same shall always remain valid irrevocable subsisting and in full force and cannot be revoked, cancelled or terminated at any time for any reason whatsoever, even after the possession of the Flat is handed over to the Flat Purchaser and/or possession of the said building is handed over to the co-operative society as the case may be.

(g) the covenants contained in these presents shall be incorporated in  and shall form part of Lease Deed and/or any other documents, thereby the right title and interest of Developers in respect of the said building along with the said portion in favour of the co-operative society and the society will execute simultaneously with the execution of transferred documents, power of attorney in favour of the Developers or their nominees in order to devolve upon the Developers and/or their nominees absolute power as stated herein.

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16. The fixtures, fittings and amenities to be provided by the Developers in the said building and the flat are those that are set out in the Fourth Schedule hereunder written.
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17. The Developers shall under normal circumstances give possession of the Flat to the Flat Purchaser on or before _____ day of Reddy 200 _____. If the Developers fail or neglect to give possession of the Flat to the Flat Purchaser on account of reasons beyond their control and/or of their agents as per the provisions of Section 8 of Maharashtra Ownership Flat Act, by the aforesaid date or the date prescribed in Section 8 of the said Act, then the Developers shall be liable on demand to refund to the Flat Purchaser the amounts already received by them in respect of the Flat with simple interest at Nine percent, per annum from the date of Developers received the sum till the date the amounts and interest therein are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developers to the Flat Purchaser they shall subject to prior encumbrances if any be a charge on the Flat agreed to be purchased by the purchaser in Sector B of the said property as well as the construction or building in which the Flat are situated or were to be situated.
- 2002 200
- Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of Flat /shop on the aforesaid date if the completion of building in which the Flat is to be situated is delayed on account of :
- Non-availability of steel, cement, labour, tiles, piping material, water or electric supply.
 - War, civil commotion or Act of God.



(36)

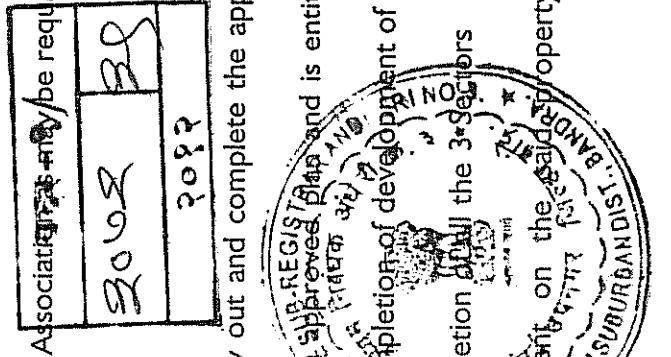
- iii) Any notice, order, rule, notification of Government and/or other public or competent authority.

18. The Flat Purchaser shall take possession of the Flat within 7 days of the Developers giving written notice to the Flat Purchaser intimating that the said Flat is/are ready for use and occupation and the Flat Purchaser shall before taking possession of the said Flat, inspect the same thoroughly and point out defect if any in construction and/or amenities and facilities and will take possession only after rectification thereof, if any required. In the event of the Flat Purchaser taking possession of the said Flat, he/she/they shall be deemed to have inspected the same thoroughly and found the same without defect in construction and/or amenities and facilities unless otherwise recorded in writing. In the event of the Flat Purchaser taking possession of the Flat without the occupation certificate having been obtained, the Flat Purchaser shall be deemed to be in illegal and unauthorized possession of the Flat without the permission of the Developers and all consequences of such illegal possession including criminal proceedings if any and/or any penalty ~~कानूनी विवरण~~ shall be borne and face and paid by the Flat Purchaser.

19. The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used any part thereof or permit the same to be used only for

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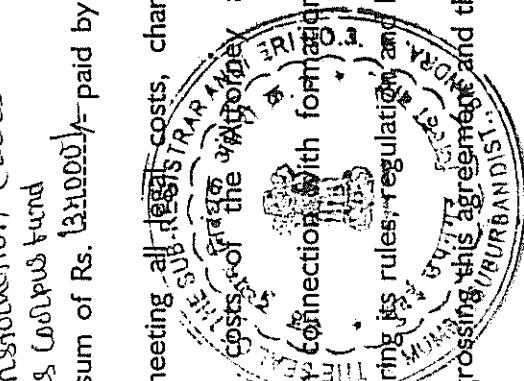
20. The Flat Purchaser will be admitted as one of the member of the proposed co-operative society or limited company as the case may be as and when formed and registered subject to the purchaser carrying out and fulfilling his/her/their obligations and commitments as contained in these presents. The Flat Purchasers along with other purchasers of Flat in the building shall join in forming and registering a society to be known by such name as the Flat Purchaser 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 a society and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Developers within 7 (seven) days of the same being forwarded by the Developers to the Flat Purchaser. So as to enable Developers to register an organization of the Flat Purchaser under section 10 of the said act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flat, (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules 1964, read with the provisions of the Maharashtra Co-operative Societies Act, 1960. No objection shall be taken by the Flat Purchaser 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.
- 
30/02/2022
21. The Developers shall commence, carry out and complete the approved Building on Sector B in accordance with ~~Approved~~ ^{Approved} ~~Building~~ ^{Building} and is entitled to develop Sectors A & C. Either on completion of development of Sector B separately if permissible or on completion of all the 3* Sectors i.e. on completion of the entire development on the said property, the

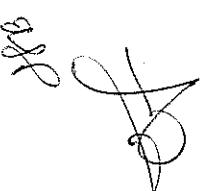


- Developers shall transfer all the rights, title and interest of the Developers in favour of the different societies and respective buildings by obtaining or executing the necessary Lease Deed of the said property to the extent as may be permitted by the authorities and the respective building in favour of such society, as the case may be, such conveyance shall be in keeping with the terms and conditions of which may have been imposed by Slum Rehabilitation Authority and in accordance with the provisions of this Agreement.
22. The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developers the following amounts.

- i) Rs. 18,000/- for legal charges
- ii) Rs. 3,500/- for share money, application/ entrance fees of the society.
- iii) Rs. 200/- for formation and registration of the society.
- iv) Rs. 2,00,000/- towards development charges
- v) Rs. 19,500/- for proportionate share of taxes & other charges for 12 months
- vi) Rs. 25,000/- towards deposit of electric meters and water meters.
- vii) Rs. 50,000/- towards Land Tax incurred during possession of Construction Fund
- viii) Rs. 59,250/- towards Mofussil Fund

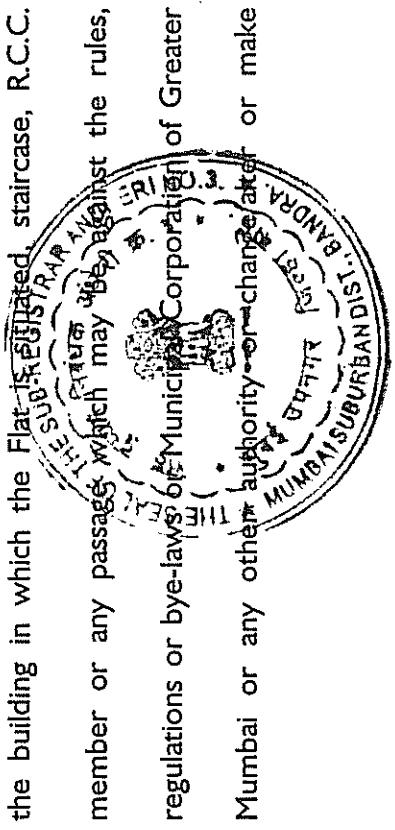
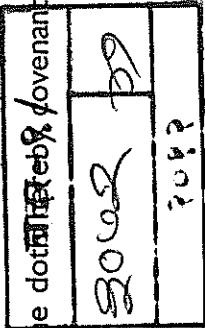
23. The Developers shall utilize the sum of Rs. [31000] paid by the Flat

Purchaser to the Developers meeting all the costs, charges and expenses including professional costs of the  connection of the society, as the case may be preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and the Lease


 Advocate/s of the Developers in connection of the society, as the case may be preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and the Lease

Deed. The Developers shall not be liable to furnish any account of items (i) or (iii). The amount collected as above shall not carry any interest and will remain with the Developers until the transfer of the area of Sector B of the said property in favour of the co-operative society and the account of such amounts (save and except items (i) and (iii)) shall be passed on to the co-operative society. In the event of there being a short fall in collections, the different shall be made good by the co-operative society, to the Developers, but without prejudice to the other rights of the Developers under this agreement. Further it is clearly understood that the breakup of the deposits mentioned above is on tentative basis and the Developers and the co-operative society, shall always be entitled to utilize the total deposits so received towards the payment of any out goings in respect of the portion of the said property, under any head.

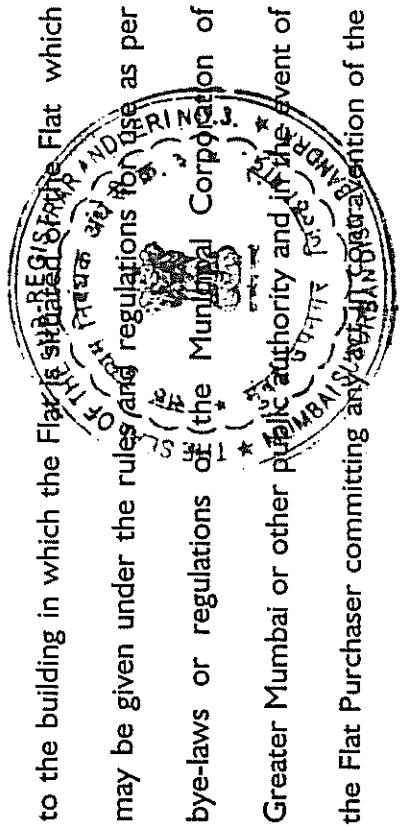
- [Signature]*
24. The Flat Purchaser for himself/herself with intention to bring all persons into whosoever hands the Flat may come ~~dotthi~~ ~~rebs~~ covenant with the Developers as follows:
- | | |
|---------|---------|
| ₹ 100/- | ₹ 100/- |
|---------|---------|
- a) To maintain the Flat Purchaser's own cost and good tenable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase, R.C.C. member or any passage which may be against the rules, regulations or bye-laws of Municipal Corporation of Greater Mumbai or any other authority or change aker or make



addition in or to the building in which the Flat is situated and 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 construction or structure of building in which the Flat is situated or storing of which goods is objected to by the Municipal Corporation of Greater Mumbai or other authorities and shall not carry or cause to be carried heavy packages to upper floors which may damage or cause damage to the staircases, lift, common passages or any other structure of the building in 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 Flat /shop is situated in the Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach or neglect or default.

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|-------------------------|-------------------|---|
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| मुंबई शहरी सरकार के लिए | संग्रहीत का दिन - | / |
- 30/02/02
- c) To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it has delivered by the Developers to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be given under the rules and regulations of M.C.R.A.C. as per bye-laws or regulations of (the Municipal Corporation of Greater Mumbai or other Public Authority and if in the event of the Flat Purchaser committing any कोई अप्रैत्यक्षय विभवान्ति विकल्प विभवान्ति of the

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above provision, the Flat Purchaser shall be responsible and liable for the consequences, thereof to the Municipal Corporation of Greater Mumbai and/or other public authority or to the organization.

- 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 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 tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, pards or other structural members in the Flat without the prior written permission of the Developers and/or the society.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and building in which the Flat is situated any part thereof whereby any increase in premium shall become payable in respect of the insurance.

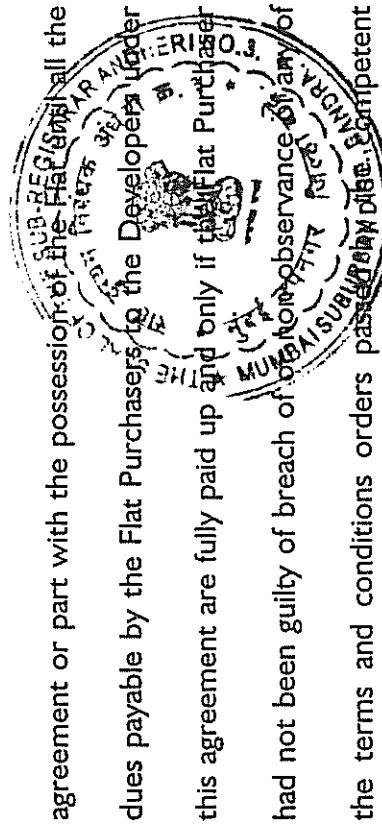
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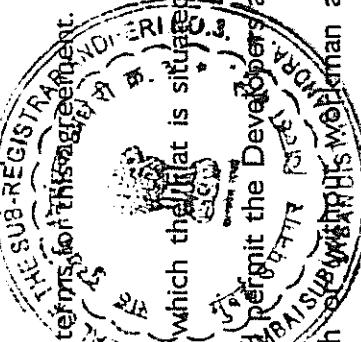
- f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the window/balcony of the same Flat in the common passage or in the compound or any portion of the said property and the building in which the Flat is situated.
 - g) Pay to the Developers within seven days of demand by the Developers, his/her/their share of security deposit demanded by concerned Municipal Corporation of Greater Mumbai or government for giving water, electricity or any other service connection to the building in which the Flat is situated.

Mr. S. S. B.



the Flat Purchaser has intimated in writing to the Developers, and obtain prior written permission.

- i) The Flat Purchaser shall observe and perform all the rules and regulations which the Society may adopt, at its inception and the additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the Municipal Corporation of Greater Mumbai and of government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulation and conditions laid down by the society regarding the occupation 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.
- j) Till a conveyance of building in which the flat is situated is executed the Flat Purchaser shall remit the Developers and their surveyors and agents, with his/her agent's permission and others and with or without implements at all reasonable times, to enter into and upon the said portion and buildings or any part thereof to view and examine the state and condition thereof.
- k) In the event of any development charges or premium or tax or any other levy shall become payable by the Developers, then the Flat Purchaser hereby agrees to reimburse the same to the

- | | |
|-------|-------|
| ₹ 0/- | ₹ 0/- |
| ₹ 0/- | ₹ 0/- |
- condition
thereof.
- l) In the event of any development charges or premium or tax or

any other levy shall become payable by the Developers, then the Flat Purchaser hereby agrees to reimburse the same to the

Developers his/her/their proportionate share shall in such charge or premium or tax within five days from the date intimation by the Developers providing all details in this regard.

Decision of the Developers in respect of payment of such taxes etc., distribution of burden amounts amongst various purchasers of Flat and calculations of amount recoverable from the Flat Purchaser in this regard, shall be final and conclusive and shall be binding on the Flat Purchasers.

m) The interest of the Flat Purchaser in the said Flat is impartible and the Flat Purchaser shall not demand or carry out partition of his/her/their interest in the said Flat.

n) Until the transfer of the said building to the registered organization the Developers shall determine the manner in which the management of the said building shall be carried out contribution for outgoings shall be relieved and payments and expenses shall be made therefrom and the Flat Purchaser shall not raise any objection to the same. However, the Developers shall render an account in that behalf to the organization of Flat Purchasers.

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25. The Developers shall maintain a separate account in respect of sums received by the Developers vide clause no. 22 (save and except (i) and (iii)) from the Flat Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society

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or towards the outgoings, legal charges and shall utilize the amounts as agreed herein.

26. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this agreement or any forbearance or giving of time to the Flat Purchaser by the Developers shall not be construed 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 Flat Purchaser nor shall the same in any manner prejudice to the rights of the Developers.

On the vesting of the building in possession, management and control of the Co-operative Society, as stated herein, the Co-operative Society, shall thereupon take over complete responsibility for the management thereof and shall be solely responsible for collections of dues from its members and for the disbursements of such collection in accordance with Sector B of the said property including payment of ground rent, Municipal Taxes, salaries of the employees charges with the duties (for the maintenance of the portion of said and the security of the building) and by the Sector B of the property shall be kept free from all encumbrances and sales or other legal encumbrances, charges and rights irrespective of the fact whether the transfer of the Sector B of said property takes place or not in favour of the Co-operative Society, by virtue of a Lease Deed and/or an agreement in its favour and irrespective of the facts whether the Co-operative Society, fails to perform its obligations mentioned hereinabove, the Developers in any event shall stand absolved from their responsibility of managing the building, receiving and paying the outgoings including the ground rent, Municipal Taxes and other incidental charges

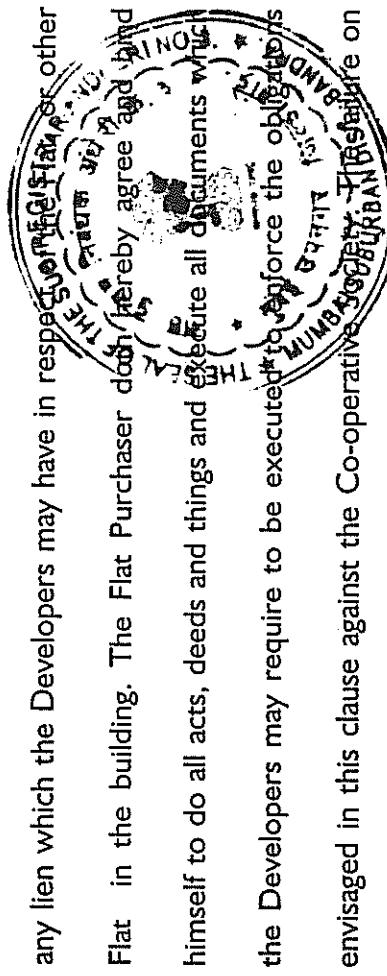
connected with the maintenance and security of the building. The Flat Purchaser doth hereby indemnify the Developers in that behalf. The Flat Purchaser shall ensure by executing any documents or doing all acts deeds and things as he may be required to do by the Developers that such obligation as aforesaid are undertaken and performed by the Co-operative Society, being their successor in interest and any failure or laps on the part of the Flat Purchaser in so doing shall entitle the Developers to rescind this agreement and the consequences of rescission as envisaged hereinafter shall follow. Without prejudice to what is stated hereinabove, in the event of any breach being committed by the Flat Purchaser and/or the Co-operative Society, of this clause the Developers shall be entitled to forbear from granting a Lease Deed in favour of the Co-operative Society, notwithstanding their other rights and remedies.

28. On the completion of the said building and on receiving the Developers of the full payment of all the amounts due and payable to them by the Flat Purchaser of the said building, the Developers shall form a co-operative society. The rights of the members of the Co-operative Society shall be subject to the rights of the Developers under this Agreement and also subject to the Lease Deed to be executed in pursuance of the terms and conditions imposed by the Slum Rehabilitation Authority.
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29. When the Flat Purchasers and the Co-operative society and all the said dues paid in full as aforesaid, the Developers as stated in clause no.21 above shall execute and/or get executed from the relevant persons all the necessary Lease Deed in favour of such Co-operative society. The Lease Deed in favour of the Society shall be executed and completed within a

period of not more than _____ years from the date of the issuance of the Building Completion Certificate (BCC) by the Slum Rehabilitation Authority or any other concerned authorities.

30. The Co-operative Society, which may be framed, shall ensure that the provisions of this Agreement are carried into effect fully by it by passing appropriate resolution for that purpose. The Co-operative Society, shall also ratify and adopt the present agreement and also other agreements for sale which the Developers would enter into with other purchasers of the various Flat in the building. The Co-operative Society, shall ensure that it shall take over all responsibilities, liabilities and obligations of its various members as well as of their rights under the various diverse agreements for sale between the Developers and its Flat Purchaser to the intent that the rights of the members of the Co-operative Society, will cease and terminate and shall be completely vested in the Co-operative Society, for any lien which the Developers may have in respect of the Flat or other Flat in the building. The Flat Purchaser does hereby agree and bind himself to do all acts, deeds and things and execute all documents which the Developers may require to be executed to enforce the obligations envisaged in this clause against the Co-operative Society. The Developers on the part of the Flat Purchaser to observe and perform this clause, when called upon to do so, by the Developers shall entitle the Developers to rescind this agreement and the consequences of rescission mentioned in this agreement shall follow. Without prejudice to what is stated hereinabove the Developers shall be entitled to forbear from conveying the property to the Co-operative Society, as envisaged hereinabove in case of breach by any of the Flat Purchaser of any of the terms of this



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rescind this agreement and the consequences of rescission mentioned in
this agreement shall follow. Without prejudice to what is stated
hereinabove the Developers shall be entitled to forbear from conveying
the property to the Co-operative Society, as envisaged hereinabove in
case of breach by any of the Flat Purchaser of any of the terms of this

Agreement as non-observance by the Co-operative Society, of the provisions of this clause.

31. The Developers shall be entitled to make a Lease Deed of the Sector B area of the said property in favour or the Co-operative Society, so as to completely divest themselves of any right, title and interest in the Sector B of the said property, save and except that in respect of the unpaid dues if any under this agreement, the Developers shall continue to have a lien or charge on the Flat agreed to be sold herein until and unless the Developers claim in this behalf is fully discharged. Alternatively, the Developers shall be entitled to set off their claims in respect of dues under this agreement and the diverse agreements for sale with other purchasers of Flat in the building against any amounts which they may be liable to pay to the Co-operative Society, under the terms of this agreement. Such Lease Deed when made shall, however, completely exonerate the Developers from any liability whatsoever either qua the Flat Purchaser or qua the Co-operative Society, at any time in future but their rights of lien charge and encumbrance to the recovery of the dues from the tenement and/or the Flat Purchaser and/or the other Flat Purchasers shall remain totally unaffected and unimpaired.



32. It is agreed that till the Co-operative Society is permitted the Flat Purchaser shall insure and keep insured the tenement agreed to be purchased by him against loss or damage by fire ~~for the sum of~~ ^{RECEIVED} ~~hereof in the joint~~
~~name and the Flat Purchaser with such insurance company as and/or~~
~~Developers shall determine and shall whenever required to do so by the~~
~~Developers produce before the Developers the policies of such~~
~~insurance and the receipt for the payment thereof in that behalf. In~~
~~the sum of~~

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^{RECEIVED} ~~hereof in the joint~~
~~name and the Flat Purchaser with such insurance company as and/or~~
~~Developers shall determine and shall whenever required to do so by the~~
~~Developers produce before the Developers the policies of such~~
~~insurance and the receipt for the payment thereof in that behalf. In~~
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~~name and the Flat Purchaser with such insurance company as and/or~~
~~Developers shall determine and shall whenever required to do so by the~~
~~Developers produce before the Developers the policies of such~~
~~insurance and the receipt for the payment thereof in that behalf. In~~
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~~name and the Flat Purchaser with such insurance company as and/or~~
~~Developers shall determine and shall whenever required to do so by the~~
~~Developers produce before the Developers the policies of such~~
~~insurance and the receipt for the payment thereof in that behalf. In~~
~~the sum of~~

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the event of the said Flat being damaged or destroyed by fire, the Flat Purchaser shall as soon as reasonably practical pay the money realized from the insurance claim to the Developers or at their discretion to lay out such money in the repair, rebuilding or reinstatement of the Flat. In the event of the building being insured by the Developers the Flat Purchaser agrees to reimburse the Developers with his/her/their proportionate share of the insurance premium as may be determined by the Developers in their sole discretion. The Flat Purchaser shall not do or cause to be done any act or thing which may render void or voidable any insurance policy in respect of building or any part thereof or which may result in any increased premium becoming payable in respect thereof. In the event of any increased insurance premium becoming payable by virtue of any reason attributable to the Flat Purchaser, the Flat Purchaser agrees to bear, pay and discharge the entire increase of insurance premium in respect of the entire building to the Developers without prejudice to the other rights of the Developers. The failure on the part of the Flat Purchaser to observe and perform this covenant shall entitle the Developers to rescind this agreement and the consequences of rescission as hereinafter envisaged shall follow.

Consequences of rescission
Section 49
Section 49

The Developers shall in respect of any amount liable to be paid by the Flat

Purchaser under the terms and conditions of this agreement shall have a first charge and lien on the said Flat registered that the Flat Purchaser shall not sell, transfer or assign his/her interest or his/her interest until all the dues to Developers are fully paid until he/she/they have obtained prior written permission of the Developers.

33. The Developers shall in respect of any amount liable to be paid by the Flat Purchaser under the terms and conditions of this agreement shall have a first charge and lien on the said Flat (in respect of the amount so due) that the Flat Purchaser shall not sell, transfer or otherwise dispose of the same until all the dues to Developers are fully paid and until the Developers have obtained prior written permission of the Developers.

34. Even after vesting of the Sector B of the said property in the Co-operative Society, in possession, management and control the Developers shall continue to remain in overall possession of the unsold areas, as also the common areas for the purpose of enabling them to complete any unfinished construction work and to provide amenities appertaining thereto and such other purpose as may be deemed necessary by the Developers which rights shall stand extinguished only after the Lease Deed of Sector B of the said property has been given by the Developers to the Co-operative Society.

35. That the Developers shall be entitled at any time to alter the terms and conditions of the agreement relating to the unsold Flat of the said building and the Flat Purchasers shall not be entitled to raise any objections to them or any of them in respect at any against the Developers.

36. Whenever it is provided in the agreement that on the happening of certain contingencies the Developers shall be entitled to rescind the contract, it is agreed that in the event of such rescission being communicated in writing to the Flat Purchaser, it shall take effect immediately. In such event, the Developers shall be entitled to (a) forfeit the earnest money mentioned hereinabove, (b) resell the Flat at the risk and cost of the Flat Purchaser (c) reimburse themselves of any loss sustained from such resale (d) reimburse themselves for any amount due for additions and alterations in the Flat (e) recover the cost of bringing the Flat to standard specifications if any internal additions and alterations have been carried out on the Flat (f) adjust there from any other amounts due and payable under these presents. After the adjustments aforesaid the Developers shall tender to

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on the happening of certain contingencies

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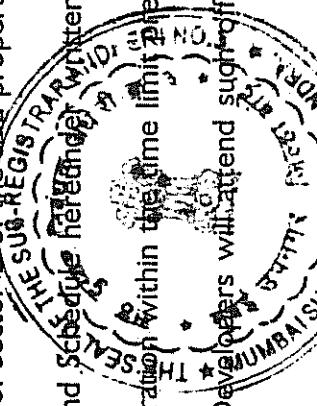
SUS-REG/S/2002/42
Suburbia Pvt Ltd
Mumbai Suburban District
Society No. 2002
Flat No. 42
Standard Specifications
Carried Out on the Flat
on the happening of certain contingencies
2002

the Flat Purchaser, the balance of the consideration received under this agreement including the refundable and/or adjustable deposits, except however the interest recovered from the Flat Purchaser on account of delayed payments. On the tender of such amounts as aforesaid all the right, title and interest of the Flat Purchaser in the Flat shall stand extinguished even if such tender is not accepted by the Flat Purchasers, and where possession of the Flat has been delivered by the Developers to the Flat Purchaser, the Developers shall be entitled to regain and excepting-enter upon possession thereof peaceably and for that purpose the Flat Purchaser doth hereby give to the Developers their servants and agents an irrevocable license to re-enter upon the Flat even by breaking open any internal or external locks and retain possession of all the moveable things and articles lying within or about the Flat which would be returned to the Flat Purchaser on demand against proper receipt. It is clearly and expressly agreed between the parties that in the event of the agreement being rescinded in the manner aforesaid, the Flat Purchaser shall not be entitled to any gain in the appreciation of the Flat as a result of

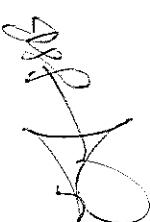
hike in prices or as a result of any acceleration to the Flat Purchase Date by the Flat

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37. The Flat Purchaser and or the Developers shall present this Agreement as well as the Lease Deed in respect of Sector B of the said property more particularly described in the Second Schedule hereto at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developers will attend such office and admit execution thereof.



38. All notices to be served on the Flat Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat Purchaser, by registered post A.D. under certificate of posting at His Addressed specifies below ; B-701 Pragtan Apartment
Plot no. 15, Jawahar Nagar Goregaon (E)
Mumbai 400062.
39. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (Mah. Act No. XLV of 1963) and the rules made thereunder.
40. All stamp and registration charges and all costs charges and expenses payable in respect of this agreement and/or the Lease Deed or any other document to be executed in accordance with this agreement in respect of the portion of the said property and building shall be borne and paid by the Flat Purchaser and/or the Society.




40. All stamp and registration charges and all costs charges and expenses payable in respect of this agreement and/or the Lease Deed or any other document to be executed in accordance with this agreement in respect of the portion of the said property and building shall be borne and paid by the Flat Purchaser and/or the Society.

प्राप्ति - १	२०१२	५८
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THE FIRST SCHEDULE ABOVE REFERRED TO :

FIRSTLY:

ALL THOSE pieces or parcels of land or ground with the messuages, tenements, dwelling houses standing thereon lying and being on the Revenue Village of Oshiwara at, Off Veera Desai Road Andheri (West), in the Registration district sub-district of Andheri and district Mumbai Suburban in Greater Mumbai containing by admeasurement 2862.50 square meters or thereabouts bearing C.T.S. Nos. 727,727/1 to 63 and road land bearing S. No. 48 part, H. No. 4 part and assessed by the Assessor and Collector of Municipal rates and taxes and under "K" (West) Ward Nos.

Suburban in Greater Mumbai containing by admeasurement 2862.50 square meters or thereabouts bearing C.T.S. Nos. 727,727/1 to 63 and road land bearing S. No. 48 part, H. No. 4 part and assessed by the Assessor and Collector of Municipal rates and taxes and under "K" (West) Ward Nos.

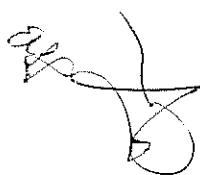
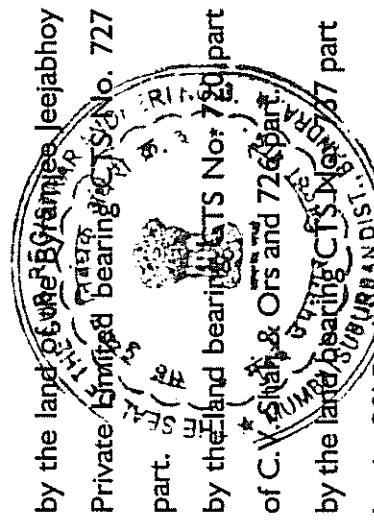
Oshiwara, in the Registration district sub-district Andheri and district Mumbai
suburban containing by admeasurement 6219 square meters or thereabouts
bearing C.T.S. Nos. 720 PART, 720 32 to 83 bearing S. No. 48, H. No. 4 and
assessed by the Assessor and Collector of Municipal rates and taxes and
under "K" (West) and bounded as follows that to say:

- On or towards the NORTH : by property bearing CTS No.
578,579,575 and 767 of Oshiwara
Village.
- On or towards SOUTH : by property bearing CTS No. 725 &
705 part.
- On or towards EAST : by existing 30' Public Road
- On or towards the WEST : by property bearing CTS No. 720
PART of Oshiwara Village

THE SECOND SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of land admeasuring about 3,788.75sq.
mtrs. being Sector B of the layout plot consisting of 2,485sq.mtrs. of C.T.S.
No.727 and 1,303.75 sq. mtrs. of C.T.S. No.720 (part) being the portion of
the plots of land more particularly described in the First Schedule hereinabove
written.

- On or towards the NORTH : by the land of Mr. B. G. James Jeejaboy
Private Limited Bearing C.T.S. No. 727
part.
- On or towards the SOUTH : by the land bearing CTS No. 720 part
of C.V. Shinde & Ors and 726 part.
- On or towards the EAST : by the land bearing CTS No. 727 part
- On or towards the WEST : by the 30' Public Road

पंक्ति - १ /	४८
३०५२	४९
१०११	

ANNEXURE:

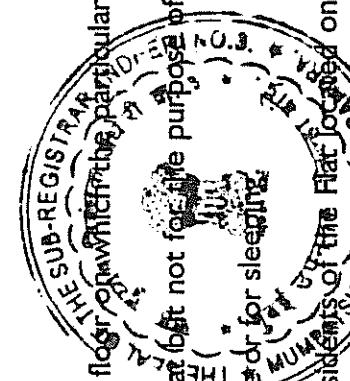
The nature extent and description of the "Common Areas and facilities" and of the "Limited Common Areas and Facilities" shall be as under:-

I. Common Areas and Facilities:

- a) Entrance lobby and foyer of the Building.
- b) Compound of the building i.e., the open area (out of the said land described in the third schedule above) appurtenant to the build-up area of the building, but excluding the open car parking spaces in the compound allotted to be allotted to the respective Flat holder and garages, if permitted and constructed.
- c) Staircase including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.

2. Limited Common Areas and Facilities:-

- a) Landing in front of the stairs and lift on the floor of the particular Flat is located as a mean of access to the Flat but not for the purpose of storing or as a recreation area, or a residence or for sleeping.
- b) This landing is limited for the use of the residents of the Flat located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all residents and visitors.



मुंबई - ३१	२०१४	२०१४
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LIST OF AMENITIES:

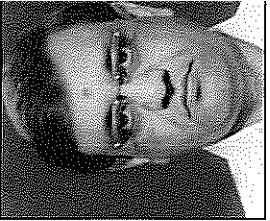
- 1 Granamite Flooring in the Living Room, Bedroom, Passage and Kitchen.
 - 2 Decorative main door with Brass Fittings.
 - 3 Powder Coated Aluminum Sliding Windows.
 - 4 Granite Kitchen Platform with S.S. Sink and Glazed tiles above the platform.
 - 5 Full height Ceramic tiles in Bathroom and W.C. Geyser in all the Bathrooms.
 - 6 Concealed Plumbing with Jaquar or Equivalent Good Quality Fitting, Fixtures and Sanitary Ware.
 - 7 Concealed Copper Wiring with Good Quality Fittings, M.K. / Anchor in all the Rooms.
 - 8 T.V. And Telephone points in Living Rooms and Bedrooms.
 - 9 P.O.P. in all the Rooms, Exterior Painting will be of Acrylic Paint.
 - 10 Interiored Lobby on all the Floors.
 - 11 Lifts will be of Otis / Similar Quality.
- [Handwritten signature]*
- [Handwritten signature]*

राज्य - १ /	४५
२०६२	२०६२



(57)

IN WITNESS WHEREOF the parties hereto have set and subscribed the
respective hands on the day and year first hereinabove written



Signed, Sealed and Delivered)

By the withinnamed "The Developers")

M/s. Pramukh Enterprises For PRAMUKH ENTERPRISES

Through the partners)

Partner

Mr. Tarendra S. Bambhaniya
PAN - AAHGF 024211.
in the presence of
J N Achhwal
Signed, Sealed and Delivered by the

withinnamed "the Flat Purchaser"

Mr. Dipen U. dani
PAN - AAT PU5422A
in the presence of
Dipen

RECEIPT

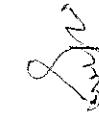
Received the sum of Rs. 10,000/-
(Rupees Ten Lacs Only only)
by cheque no. R/TNS,
dated 13/11/2010 drawn on _____
____ and _____
from withinnamed Flat Purchaser
being the amount of earnest money or
Deposit payable by them/him/her to us.

) Rs. 10,000/-

We say received
For Pramukh Enterprises

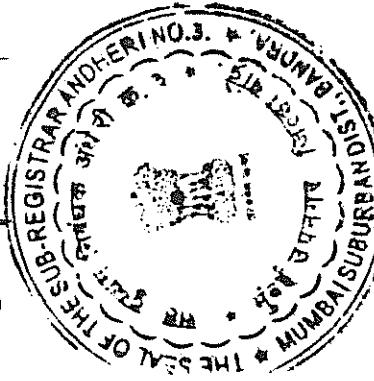
Witnesses:

1. J N Achhwal
2. Amit



Partner

Developers



रुपये - १० /-	१००००/-
३० लाख	३०००००/-
२० हजार	२०००/-

TO WHOMSOEVER IT MAY CONCERN

Re.: Property bearing Survey No. 48 (Part), Hissa No. 4 (Part) admeasuring 13,741.93 Sq. Yards equivalent to 11,490.00 Sq. Meters bearing C.T.S. No. 720 (Part), 720/32 to 83, 720/163 to 166, 727, 727/1 to 63 situate, lying and being at Village Oshiwara, Taluka Andheri, Mumbai Suburban District.

THIS IS TO CERTIFY that we have investigated the title of the "M/S. PRAMUKH ENTERPRISES" to the above property and have found the same to be clear and marketable.

By a Deed Of Conveyance dated 7th August 2003 duly registered with the Office of the Sub Registrar Of Assurances at Bandra under Serial No. BDR 4 / 8997 / 2003 and made between Byramjee Jeejeebhoy Private Limited of the First Part, Heritage Estates Private Limited of the Second Part and M/S. Pramukh Enterprises of the Third Part, the said two companies sold, transferred and conveyed to M/S. Pramukh Enterprises for the consideration mentioned therein the land bearing Survey No. 48, Hissa No. 4 (Part) and bearing corresponding C.T.S.

बद्र - ४/	१०
३०	१०
२०७२	२०७२

High Court : Room No. 18, A. A. W. I., High Court, Mumbai - 400 032.
Resi. : 25A/8, Mahakali Model Town, Off Mahakali Caves Road,
Andheri (E) Mumbai - 400 093.
Regd. No. : Regd. No. 825-6732 • High Court : 267 3153 / 267 2880



No. 720 (Part), 720/32 to 83 admeasuring 6,219.59 Square Meters situate lying and being at Village Oshiwara, Mumbai.

By a Deed Of Conveyance dated 2nd May 1995 duly registered with the Office of the Sub Registrar Of Assurances at Bandra under Serial No. BDR 1 / 8549 / 2005 and made between Byramjee Jeejeebhoy Private Limited of the First Part, Heritage Estates Private Limited of the Second Part and Mr. Mukesh Chunilal Shah (Partner of M/S. Pramukh Enterprises) of the Third Part, the said two companies sold, transferred and conveyed to Mr. Mukesh Chunilal Shah for the consideration mentioned therein the land bearing Survey No. 48, Hissa No. 4 (Part) and bearing corresponding C.T.S. No. 720 (Part), 720/163 to 166 admeasuring 2,408.50 Square Meters situate lying and being at Village Oshiwara, Mumbai.

By a Deed Of Conveyance dated 23rd March 1995 duly registered with the Office of the Sub Registrar Of Assurances at Bandra under Serial No. BDR 1 / 8548 / 2005 and made between Byramjee Jeejeebhoy Private Limited of the First Part, Heritage Estates Private Limited of the Second Part and Mr. Mukesh Chunilal Shah (Partner of M/S. Pramukh Enterprises) of the Third Part, the said two companies sold, transferred and conveyed to Mr. Mukesh Chunilal Shah for the consideration mentioned therein the land bearing Survey No. 48, Hissa No. 4 (Part) and bearing corresponding C.T.S. No. 727, 727/1 to 63 admeasuring 2,862.50 Square Meters situate lying and being at Village Oshiwara, Mumbai.

पत्र - १	
३०७२	१९
३०७३	१८

High Court : Room No. 18, A. A. W. I., High Court, Mumbai - 400 032.
Resi. : 25A/8, Mahakali Model Town, Off Mahakali Caves Road,
Andheri, (E) Mumbai - 400 093.
: Regd. : ४२५६७८८ • High Court : 267 3153 / 267 2880



Swarajnil Pednekar
Advocate

All the said pieces and parcels of land situate at Village Oshiwara,
Taluka Andheri, Mumbai admeasuring in the aggregate 13,741.93
Square Yards equivalent to 11,490.00 Square Meters are hereinafter
referred to as "the larger property".

I have taken inspection of the above said 3 Conveyances, Registration
Receipts & Index II thereof.

I have also taken inspection of the Registered Partnership Deed dated
26th April 1996 of "M/S. Pramukh Enterprises" whereby the said
Mr. Mukesh Chunilal Shah has approached Mr. Jitendra S.
Brahmabhatt, Mr. Vijay A. Patel & Mrs. Parul J. Brahmabhatt with a
view to develop properties described in the First, Second & Third
schedule hereunder written. On 26th day of April 1996 they have
entered into a partnership firm namely "M/S. Pramukh Enterprises"
duly registered under the Indian Partnership Act 1932 with the
Registrar of Firms, Mumbai. And the said Mr. Mukesh C. Shah has
introduce the properties referred in the Schedule's hereunder written
into a partnership firm namely "M/S. Pramukh Enterprises".

I have also taken inspection of the Annexure II dated 19/09/1996 in
respect of the properties referred in the schedule's hereunder written
addressed by Additional Collector (Enc.) & Controller of slums
Mumbai & Mumbai Suburban District under Section 4 (1) of the
Maharashtra Slum Areas Improvement, Clearance and

संदर्भ - १ /	
३०६२	८२
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High Court : Room No. 18, A. A. W. I., High Court, Mumbai - 400 032.
Resi. : 25A/8, Mahakali Model Town, Off Mahakali Caves Road,
Andheri, (E) Mumbai - 400 093.

: Reg. No. 825-6788 • High Court : 267 3153 / 267 2880



Swarajnil Pednekar
Advocate

redevelopment) Act, 1971 Vide Notification No. DC / A / 6 Behram Baug, dated 30/08/1977.

I have also taken inspection of the letter No. SRA/DY.CE/1072 dated 17/01/1997 issued by the Deputy city Engineer (Slum Rehabilitation Authority) sanctioning slum redevelopment scheme on the plot of land bearing CTS. No. 720 (Part), 720/32 to 83, 720/163 to 166, 727, 727/1 to 63 of Village Oshiwara, Taluka Andheri.

On the Application made to the Competent Authority constituted under the provisions of Urban Land (Ceiling & Regulation) Act 1976, the Competent Authority was pleased to pass the Order bearing No.C/ULC/D-V/WS/54/97 dated 2nd May 1997 declaring that lands bearing CTS. No. 720 (Part), 720 / 32 to 83, 720/163 to 166, 727, 727/1 to 63 situate, lying and being at Village Oshiwara, Taluka Andheri, Greater Bombay being part of the larger property are not surplus lands.

I have also taken inspection of the Intimation of Approval (I.O.D.) dated 16/02/1998, 23/04/2003, 22/11/2004 & 22/11/2004 issued by the Executive Engineer of slum Rehabilitation Authority bearing No. SRA / CH.E / 223 / KW / PL / AP, SRA / ENG / 950 / KW / PL / AP / Sale Building "A", SRA / ENG / 1193 / KW / PL / AP & SRA / ENG / 1226 / KW / PL / AP respectively, approving the proposal of construction of the buildings under section 45 of the Maharashtra Regional & Town Planning Act, 1966.

कादर - १ /	१३
२०७२	२०९२



High Court : Room No. 18, A. A. W. I., High Court, Mumbai - 400 032.
Resi. : 25A/8, Mahakali Model Town, Off Mahakali Caves Road,
Andheri, (E) Mumbai - 400 093.

: Regd. No. 885-6732 • High Court (Mumbai)

Swaroopil Pednekar

Advocate

I have also taken inspection of the Commencement Certificate (C.C.) dated 02/12/1998, 08/05/2003 & 13/07/2005 issued by the Executive Engineer of Slum Rehabilitation Authority bearing No. SRA / CH.E / 223 / KW / PL / AP, SRA / ENG / 950 / KW / PL / AP / Sale building "A" & SRA / ENG / 1226 / KW / PL / AP respectively granting the permission for commencement of Construction of the buildings under Section 44 & 69 of the Maharashtra Regional & Town Planning Act, 1966.

THIS IS TO CERTIFY that we have investigated the title of the " M/S. PRAMUKH ENTERPRISES " to the above property and going through the above papers to my opinion I certify that the Title Of " M/S. PRAMUKH ENTERPRISES " to the properties described in the First, Second & Third Schedule hereunder written, to be clear, marketable & free from all encumbrances.

क्र.पा. - १/	२०६२	१८६
		२०१२

S.P.



High Court : Room No. 18, A. A. W. I., High Court, Mumbai - 400 082
Resi. : 25A/8, Mahakali Model Town, Off Mahakali Caves Road,
Andheri (E) Mumbai - 400 093.
Case No. : Res. No. 825-6238 • High Court : 267 3153 / 267 2880

High Court
Resi.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground with the meassuages, tenements, dwelling house standing thereon situate, lying and being on in the Revenue Village of Oshiwara at Off Veera Desai Road, Amboli Hill, Andheri (West), in the registration district and Sub-District of Mumbai City and Suburban in Greater Mumbai containing by admeasurement 2408.50 Sq. Mtr. Or thereabouts bearing S. No. 48 Part, H. No. 4 pt. & bearing corresponding C.T.S. No.720, 720/163 to 166 and bounded as follows:

On or towards the NORTH : By the land bearing CTS
No.727 Pt.

On or towards the SOUTH : By the land bearing CTS No.720
(Pt). & 726 (part).

On or towards the EAST : By the land bearing CTS
No. 737 (PT)

On or towards the WEST : By the 30'Public Road.

पुस्तक - १	
२०७२	८५
२०९३	११



High Court : Room No. 18, A. A. W. I., High Court, Mumbai - 400 082.
Resi. : 25A/8, Mahakali Model Town, Off Mahakali Caves Road,
Andheri, (E) Mumbai - 400 093.

: Regd. No. 267 3153 / 267 3225-6782 • High Court : 267 3153 / 267 3225-6782

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground with the messuages, tenements, dwelling house standing thereon situate, lying and being on in the Revenue Village of Oshiwara at Off Veera Desai Raod, Amboli Hill, Andheri (West), in the registration district and Sub-District of Mumbai City and Suburban in Greater Mumbai containing by admeasurement 2862.50 sq. mtrs. Or thereabouts bearing S. No. 48 part, H. No. 4 Pt. & bearing corresponding C.T.S. No. 727, 727/ 1 to 63 and bounding as follows:

On or towards the NORTH : By the land bearing CTS
No.726 Pt.

On or towards the SOUTH : By the land bearing CT
No.720 (Pt.) 726 (Pt.)

On or towards the EAST : By the land bearing CT
No. 726 (Pt.)

On or towards the WEST : By the 30' Public Road.



कार्ड - १ /	
८०९२	८१
२०९२	

High Court : Room No. 18, A. A. W. I., High Court, Mumbai - 400 032.
Rest. : 25A/8, Mahakali Model Town, Off Mahakali Caves Road,
Andheri, (E) Mumbai - 400 093.

: Regd. No. 8256782 • High Court : 267 3153 / 267 2880

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground with the messuages, tenements, dwelling house standing thereon situate, lying and being on in the Revenue Village of Oshiwara at Off Veera Desai Raod, Amboli Hill, Andheri (West), in the registration district and Sub-District of Mumbai City and Suburban in Greater Mumbai containing by measurement 6219.59 sq. mtrs. Or thereabouts bearing S. No. 48 part, H. No. 4 Pt. & bearing corresponding C.T.S. No. 720 (Part), 720/ 32 to 83 and bounding as follows:

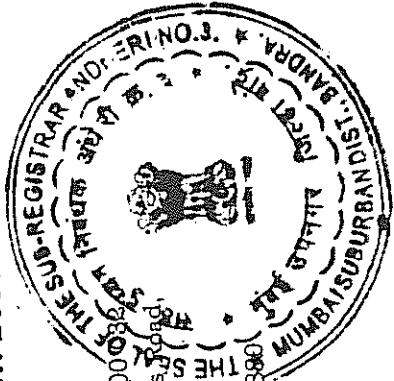
- On or towards the NORTH : By the land bearing CTS No.579 Pt.
- On or towards the SOUTH : By the land bearing CTS No.705 (Pt). & 725
- On or towards the EAST : By 30' Public Road.
- On or towards the WEST : By the land bearing CTS. No. 720

लकड़ी - १/		
२०७२	८०	६९
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SWAPNIL PEDNEKAR

Advocate

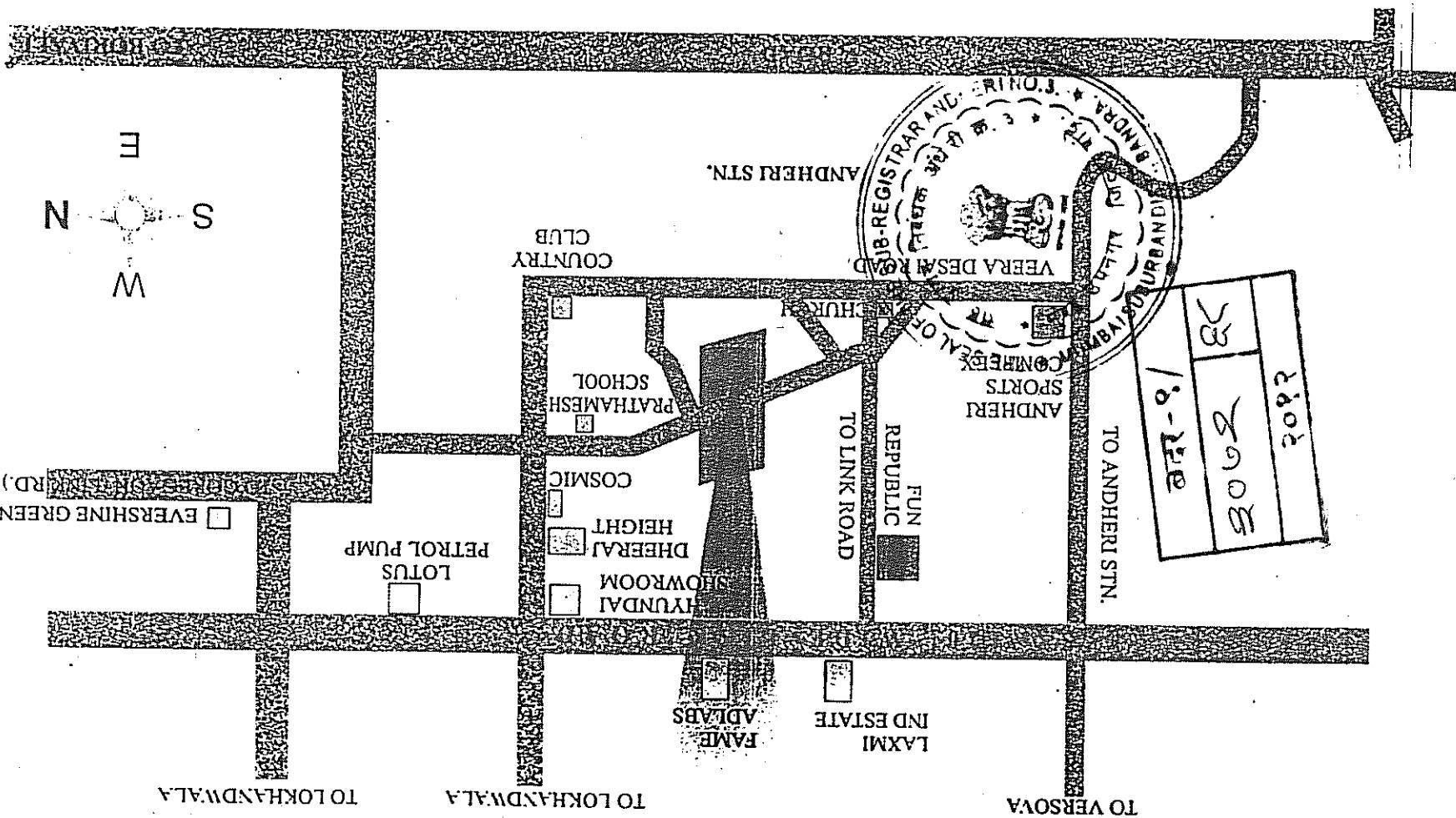
Mumbai Dated this 15th day of April 2006



High Court : Room No. 18, A. A. W. I., High Court, Mumbai - 400 008.
Resi. : 25A/8, Mahakali Model Town, Off Mahakali Caves Road,
Andheri, (E) Mumbai - 400 093.

Regd. No. 825-6782 • High Court : 267 3153 / 267 2880

ANNEXURE - A



ANNEXURE - B & C

SLUM REHABILITATION AUTHORITY

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

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

No. SHA/ENG/1226/KW/PL/AP
COMMENCEMENT CERTIFICATE

13 JUL 2005

To M/s. Pramukh Enterprises,
48, Amboli Hill, Veera Desai Road,
Andheri(W), Mumbai -400 053.

Sir,

With reference to your application No 4856 dated 11.03.2004 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act 1966 to erect a building on plot No. C.T.S. No. 720(2) & 729(pf) of village Ushiwara T.P.S. No. _____ situated at Behram Baug, Jogeshwari (W) ward K/W

The Commencement Certificate/Building Permit is granted subject to compliance of conditions mentioned in OI UFR N SRA/Eng/DYCE/dt 10/72 dt 17.01.1993A U/R No. SHA/ENG/1226/KW/PL/AP dt 22.11 and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
2. That no new building or part thereof shall be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving benefit therefrom under him in such an event shall be deemed to have carried out the development in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but also on his heirs, executors, assignees, administrators and successors and every person deriving benefit through or under him.

The C.E.O. (SRA) has appointed Shri. N.P. Patwardhan

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act
This C.C. is granted for work up to plinth level of Sector-B

प्रदर्शन संख्या	१०५२१८८
तिथि	२००५

For and on behalf of Local Authority
The Slum Rehabilitation Authority

Executive Engineer (SRA) - T.I.I.
FOR

CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

SLUM REHABILITATION AUTHORITY

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

Intimation of Approval under Sub regulation 2.3 of Appendix - IV
of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbai.

No. SRA/ERKE/Eng./12.2.6/KW/P.L/AP:

22 NOV 2004

To,/
M/s. Pramukh Enterprises.

48, Amboli Hill Veera Desai Road,
Andheri (West) Mumbai 400 053

With reference to your Notice, letter No 4856 dated 1/03/04 199 and delivered on 11/03/04 199 and the plans, Sections, Specifications and Description and further particulars and details of your building at No. 2 on Plot bearing CTS No. 720(pt.)

727(pt.) of Village Oshiwara, Behram Baug, Jogeshwari (West) Mumbai.

furnished to me under your letter, dated 199 I have to inform you that the proposal of construction of the building or work proposed to be erected or executed, is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions :

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL

- A.1) That the Commencement Certificate u/s. 44/69 (1) (a) of the MR & TP Act, Shall be obtained before starting the proposed work.
- A.2) That the compound wall shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from the adjoining holding, to prove possession of JAWAHARLAH TATA SOCIETY OF AND MURSHIDABAD ROAD, MUMBAI, as per D.C. Regulation No. 38 (27) the work as per D.C. Regulation No. 38 (27)
- A.3) That the Structural Engineer shall be appointed, and supervision shall be submitted to him. Appendix XI D.C. Regulation 5(3) (ix) shall be submitted to him.
- A.4) That the structural design & calculations for the proposed work shall be submitted to the concerned authority for approval as per relevant I. S. code along with plan shall be submitted to the concerned authority for approval.



बादर-१/	३०७२	६०
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...2al.

22 NOV 2004

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Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the 21 day of Feb 2004 A.D. but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the special Instructions and Notes accompanying this Intimation of Approval

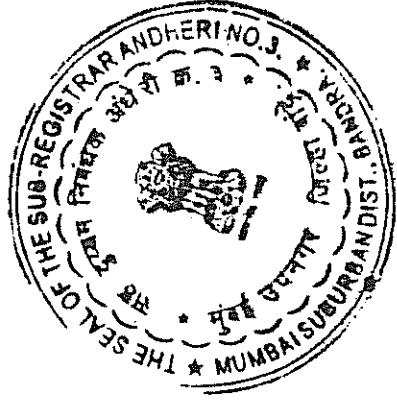
H. D. S.
Executive Engineer, (S.R.A.)
III

SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.)/ Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / 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 Approval.

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NOTES

22 NOV 2004

- (1) The work should not be started unless objections A. I. H. A. 10 are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted alongwith the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards of M.C.G.M. atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, peeps, debris etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of abovesaid conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from LSE.
- (10) The work above plinth should not be started before the same is ~~sent to S.R.A. - READING Office Sub-Engineer (SRA)~~ concerned and acknowledgement obtained from ~~Mr. P. S. Patel, Sub-Engineer (SRA), S.R.A., READING, INDIA~~ of the open spaces dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation (of Greater Mumbai will be the time to consider alternative site to avoid the excavation of the road and footpath.)
- (12) All the terms and conditions of the approved layout/submission of the ~~Ex. Engineer of Amalgamation Project No. 1077/2004~~ should be adhered to and complied ~~by the concerned Ex. Engineer of Amalgamation Project No. 1077/2004~~.
- (13) No building/Drainage Completion Certificate will be accepted and ~~the concerned Ex. Engineer of Amalgamation Project No. 1077/2004~~ granted (except for the construction purposes). unless road is constructed ~~in accordance with the layout~~ and ~~the concerned Ex. Engineer of Amalgamation Project No. 1077/2004~~ sanction of the concerned Ex. Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of building Completion Certificate
- (15) The access road to the full width shall be constructed in ~~water bound macadam~~ before commencing work and should be complete to the satisfaction of ~~Ex. Engineer of M.C.G.M.~~ including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq.Mtrs below pavement.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

- If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer [SRA] is satisfied with the following :

 - (i) Specific plans in respect of evicting or rehousing the existing tenants on your plot stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail for the alternative accommodation in the proposed structure.
 - (iii) Plans showing the phase programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

(21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.

(22) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.

(23) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.

(24) It is to be understood that the foundations must be excavated down to hard soil.

(25) The positions of the nahans and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

(26) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.

(27) All gully traps and open channel shall be provided with tight fitting mosquito proof covers as per relevant I. S. specifications.

(28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plains glass for coping over compound wall.

(29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

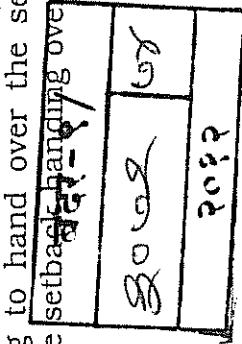
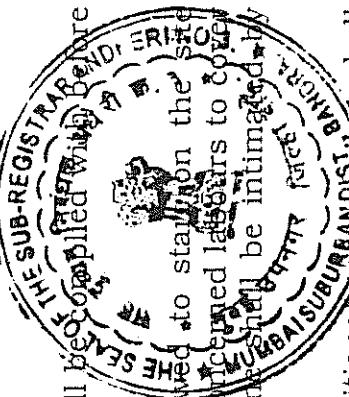
Executive Engineers, (S.R.A.) ltd

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No : SRA/ENG/1126/KW/PL/AP.

- 5) That the low lying plot shall be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murmur, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road.
- 6) That the regular / sanctioned / proposed lines and reservation shall be got demarcated at site through A.E. Survey / E.E. (T & C) / E.E. (D.P.) of M.C.G.M. / D.I.L.R., before applying for C.C.
- 7) That the drainage layout shall be submitted & got approved and the drainage work shall be executed in accordance with the requirements of the M.C.G.M.
- 8) That the certified true copy of the agreements with the photographs of the eligible slum dwellers or general body resolution of registered society shall be submitted before C.C.
- 9) That the existing structure proposed to be demolished shall be demolished with necessary phase program with agreement of affected slum dweller shall be submitted and got approved before C.C.
- 10) That the Registered site supervisor through Architects / Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect / Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).
- 11) That the requisite premiums / deposits as per Circular No.7 vide SRA/1372/dated 25-11-97 etc shall be paid before C.C.
- 12) That the true copy of the revised sanctioned layout / subdivision / amalgamation along with the T & C thereof shall be submitted before C.C. and compliance thereof shall be done before submission of B.C.C.
- 13) That the conditions of Letter of Intent shall be followed before C.C.
- 14) That no construction work shall be allowed to start on the site unless labour insurance is taken act for concerned labours to cover the compensation and compliance of same shall be intimated by Architect / Developer.
- 15) That the registered under taking and additional SRA/1372 plan shall be submitted for agreeing to hand over the setback land free of compensation and that the setback plan hanging over certificate shall be



22 NOV 2004,

No : SRA/ENG/1126/KW/PL/AP.

obtained from W.O. of M.C.G.M. and that the ownership of the setback land shall be transferred in the name of M.C.G.M. before C.C.

- 16) That the Indemnity bond indemnifying the CEO (S.R.A.) and his staff for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance shall be submitted before C.C. / starting the work.
- 17) That the registered undertaking in prescribed Proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall be submitted before C.C.

- 18) The parking spaces proposed in stilt shall be used for parking space only.
- 19) That the NOC from CFO shall be submitted for this building before asking for plinth CC.

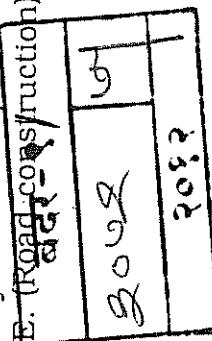
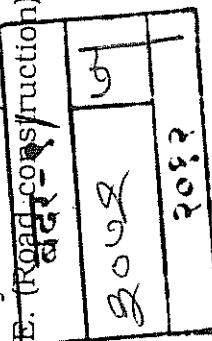
B) THAT THE FOLLOWING CONDITIONS ARE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :

- 1) That N.O.C. from Civil Aviation Department shall be obtained for the proposed height of the building.
- 2) That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked from the sub. Engineer (S.R.A.).
- 3) That the stability certificate for work carried out upto plinth level / stilt level shall be submitted from the License Structural Engineer.
- 4) That the society of slum dwellers shall be got registered.

5) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site Engineer & Structural Engineer and periodical report, stage wise for completion of work carried out shall be submitted by Architect with ~~first~~ result.

C) THAT THE FOLLOWING CONDITIONS IS COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING :

- 1) That the some of drains shall be laid in front of the building.
- 2) That the specifications for layout access / D.P. Road / Setback land shall be obtained from E.E. (Road Construction) & E.E. (SWD) & or

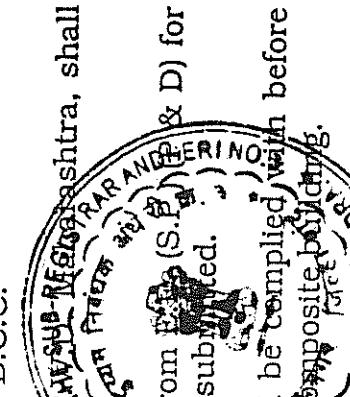


22 NOV 2004

No : SRA/ENG/1126/KW/PL/AP.

access / setback road shall be constructed in W.B.M. / before starting the construction work. And the access and setback land shall be developing accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.) / E.E. (SWD) before submitting building completion certificate.

- 3) That the dustbin shall be provided as per requirement of this office.
- 4) That carriage entrance shall be provided before starting the work.
- 5) That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate / B.C.C.
- 6) That the requirements from the M.T.N.L and B.S.E.S. / M.S.E.B. shall be obtained and complied with before asking occupation permission.
- 7) That the Architect shall submit the debris removal certificate before requesting for occupation permission.
- 8) That 10'-0" wide paved pathway up to staircase shall be provided.
- 9) That the surrounding open spaces, parking spaces and terrace shall be kept open and un-built upon and shall be leveled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
- 10) That the name plate / board showing Plot No., Name of the Building etc. shall be displayed at a prominent place.
- 11) That the completion certificate of E.E. (SWD) shall be obtained & submitted before applying for occupation / B.C.C.
- 12) That the N.O.C. from Inspector of Lifts, RAVSHRI RAJGURU KASHTRA, shall be obtained and submitted to this office.
- 13) That the drainage completion Certificate from E.E. (S.P.) (P & D) for provision of septic tank / soak pit shall be submitted.
- 14) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale / composite building.
- 15) Specific clearance from Additional Engineer certifying that all eligible slum dwellers are rehabilitated shall be submitted before asking occupation certificate for sale / composite building.



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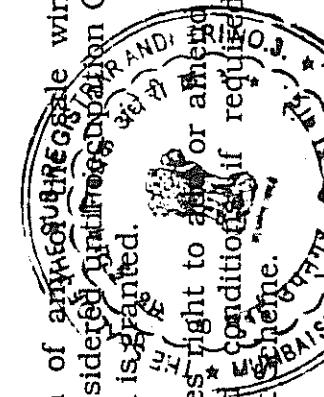
- 16) That stability Certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted canvas should be submitted.
- 17) The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
- 18) That the single P.R. cards for the amalgamated plot shall be submitted.
- 19) That layout R.G. shall be developed as per D.C. Regulation, 1991.
- 20) That the N.O.C. from the A.A. & C. K/W ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
- 21) That extra water and sewerage charges shall be paid to A.E.W.W. K/W ward of M.C.G.M. before O.C.C.
- 22) That the list of slum dweller to be accommodated in the building shall be submitted in duplicate before submitting BCC.
- 23) That completion certificate from C.F.O. shall be submitted.

D) THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C. :

- 1) That certificate under Section 27OA of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply.

NOTES :

- 1) That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component.
- 2) That no occupation permission of any ~~unregistered~~ wing / sale building / sale area shall be considered valid without Occupation Certificate for equivalent Rehabilitation area is granted.
- 3) That office of CEO (SRA) reserves right to add or subtract or delete some of the above mentioned conditions if required during execution of slum Redevelopment scheme.



Executive Engineer - III,
Slum Rehabilitation Authority.

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SLUM REHABILITATION AUTHORITY

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

Intimation of Approval under Sub regulation 2.3 of Appendix - IV
of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihamummbai.

No. SRA001EX..Eng.../1.193./KW./P.L./A.P

To,

Pramukh Enterprises.

With reference to your Notice, letter No 4855 dated 11/03/2004 and delivered on 11/03/04 1999 and the plans, Sections, Specifications and Description and further particulars and details of your building No.1 on plot bearing CTS No.720 (pt.) 727 (pt.) of Village Oshivara, Behram Baug, Jogeshwari (West) Mumbai

furnished to me under your letter, dated _____ 199 _____ I have to inform you that the proposal of construction of the building or work proposed to be erected or executed, is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions :

- A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL

A.1) That the Commencement Certificate u/s. 44/69 (1) (a) of the MR & TP Act, Shall be obtained before starting the proposed work.

A.2) That the compound wall shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain, foundation below level of bottom of road side drain without disturbing the flow of rain water from the adjoining holding, to prove possession of holding by holding the work as per D.C. Regulation No. 38 (27)

A.3) That the Structural Engineer shall be appointed, and Appendix XI D.C. Regulation 5(3) (ix) shall be submitted to the Sub Urban Dist. Board

A.4) That the structural design & calculations for the proposed work according to system analysis as per relevant I. S. code along with plan shall be submitted before C.G.



Code along with plan shall	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓

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Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the 21 day of Feb 2001 199 but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the special Instructions and Notes accompanying this Intimation of Approval

H. S. G.
Executive Engineer, (S.R.A.)
M

SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.)/ Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / 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 Approval.

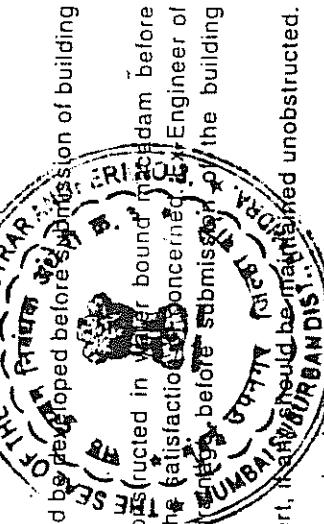
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22 NOV 2006

NOTES

- (1) The work should not be started unless objections A-170-A-152 are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted alongwith the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards of M.C.G.M. atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
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- (8) The work should not be started unless the compliance of abovesaid conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from LSE.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer (SRA) concerned and acknowledgement obtained from him regarding correctness of the open spaces dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division/Amalgamation under No. _____ should be adhered to and complied with.
- (13) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless roads is constructed to the satisfaction of the concerned Ex. Engineer of M.C.G.M. and as per the terms BARTAAR GRANT for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of building Completion Certificate
- (15) The access road to the full width shall be constructed in year bound 2006 before commencing work and should be complete to the satisfaction of concerned Ex. Engineer of M.C.G.M. including asphalting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any, should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be maintained unobstructed in concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq.Mtrs below pavement.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work. Drawn by owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



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- (20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer [SRA] is satisfied with the following :
- (i) Specific plans in respect of evicting or rehousing the existing tenants on your plot stating their number and the area in occupation of each.
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K. Balaji
Executive Engineers, (S.R.A.) / Cm



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No : SRA/ENG/1193/KW/PL/AP. 22 NOV 2004

- 5) That the low lying plot shall be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murmur, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road.
- 6) That the regular / sanctioned / proposed lines and reservation shall be got demarcated at site through A.E. Survey / E.E. (T & C) / E.E. (D.P.) of M.C.G.M. / D.I.L.R., before applying for C.C.
- 7) That the drainage layout shall be submitted & got approved and the drainage work shall be executed in accordance with the requirements of the M.C.G.M.
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- 11) That the requisite premiums / deposits as per Circular No.7 vide SRA/1372/dated 25-11-97 etc shall be paid before C.C.
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- 13) That the conditions of Letter of Intent shall be specified with C.C.
- 14) That no construction work shall be allowed to start on the site unless labour insurance is taken act for concerned labours to cover the compensation and compliance of same by the intimated SRA / Developer.
- 15) That the registered under taking and additional copy of SRA shall be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate shall be



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2002	RR

22 NOV 2004

No : SRA/ENG/1193/KW/PL/AP.

obtained from W.O. of M.C.G.M. and that the ownership of the setback land shall be transferred in the name of M.C.G.M. before C.C.

- 16) That the Indemnity bond indemnifying the CEO (S.R.A.) and his staff for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance shall be submitted before C.C. / starting the work.
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- 19) That the NOC from CFO shall be submitted for this building before asking for plinth CC.

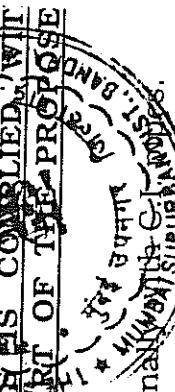
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- 1) That N.O.C. from Civil Aviation Department shall be obtained for the proposed height of the building.
- 2) That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked from the sub. Engineer (S.R.A.).
- 3) That the stability certificate for work carried out upto plinth level , stilt level shall be submitted from the License Structural Engineer.
- 4) That the society of slum dwellers shall be got registered.
- 5) That the quality of construction work of ~~block~~ ~~construction~~ shall be strictly monitored by concerned Architect, Site Supervisor, Structural Engineer and periodical report, stage wise ~~go~~ ~~quality of work~~ ~~result~~ ~~test result~~ out shall be submitted by Architect with ~~test result~~.

C) THAT THE FOLLOWING CONDITIONS ARE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING :

- 1) That the some of drains shall be laid internally ~~in~~ ~~the~~ ~~area~~ ~~of~~ ~~the~~ ~~sub~~ ~~area~~ ~~of~~ ~~the~~ ~~proposed~~ ~~building~~.
- 2) That the specifications for layout access / D.P. Road / Setback lane shall be obtained from E.E. (Road construction) & E.E. (SWD) & access / setback road shall be constructed in W.B.M. / before

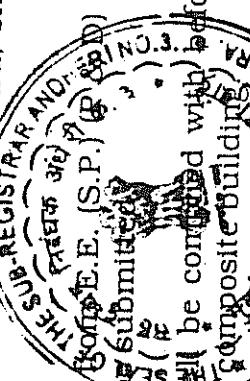
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22 NOV 2004/

No : SRA/ENGC/1193/KW/PL/AP.

starting the construction work. And the access and setback land shall be developing accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.) / E.E. (SWD) before submitting building completion certificate.

- 3) That the dustbin shall be provided as per requirement of this office.
- 4) That carriage entrance shall be provided before starting the work.
- 5) That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate / B.C.C.
- 6) That the requirements from the M.T.N.L. and B.S.E.S. / M.S.E.B. shall be obtained and complied with before asking occupation permission.
- 7) That the Architect shall submit the debris removal certificate before requesting for occupation permission.
- 8) That 10'-0" wide paved pathway up to staircase shall be provided.
- 9) That the surrounding open spaces, parking spaces and terrace shall be kept open and un-built upon and shall be leveled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
- 10) That the name plate / board showing Plot No., Name of the Building etc. shall be displayed at a prominent place.
- 11) That the completion certificate of E.E. (SWD) shall be obtained & submitted before applying for occupation / B.C.C.
- 12) That the N.O.C. from Inspector of Lifts, P.W.D.  shall be obtained and submitted to this office.
- 13) That the drainage completion Certificate/E.O.C. (S.P.) (S.P. 25/11/2004) for provision of septic tank / soak pit shall be submitted before 15/12/2004.
- 14) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale / composite building.
- 15) Specific clearance from Additional Commissioner of (E.D.O./Department) certifying that all eligible slum dwellers are ~~united~~ shall be submitted before asking occupation certificate for sale / composite building.

बदर - १	२००२	२००२
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22 NOV 2004

No : SRA/ENG/1193/KW/PL/AP.

- 16) That stability Certificate from Structural Engineer in prescribe Performa 'D' along with the final plan mounted canvas should be submitted.
- 17) The Building Completion Certificate in prescribed Perform certifying work carried out as per specification shall be submitted.
- 18) That the single P.R. cards for the amalgamated plot shall be submitted.
- 19) That layout R.G. shall be developed as per D.C. Regulation, 1991.
- 20) That the N.O.C. from the A.A. & C. K/W ward shall be obtained arr. the requisitions, If any shall be complied with before O.C.C.
- 21) That extra water and sewerage charges shall be paid to A.F.W W K/W ward of M.C.G.M. before O.C.C.
- 22) That the list of slum dweller to be accommodated in the building shall be submitted in duplicate before submitting BCC.
- 23) That completion certificate from C.F.O. shall be submitted.

D) **THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C. :**

- 1) That certificate under Section 27OA of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply.

NOTES :

- 1) That C.C. for sale building shall be controlled wise manner as decided by CEO (SRA) in proportion wise of rehabilitation component.
- 2) That no occupation permission of any building / sale area shall be considered upto equivalent Rehabilitation area is granted.
- 3) That office of CEO (SRA) reserves right to withdraw some of the above mentioned conditions during execution of slum Redevelopment Scheme.



22/11/2004
Executive Engineer - III,
Slum Rehabilitation Authority.

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मालमत्ता पत्रक

मुख्य मंजूरी --	ओशिवरा	गोत्रकान्त मुमाका। --	न. भू. अ. अद्यरी
प्रधान	लाल नवर	लाल नवर	प्रारणाप्रकार

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१७२ का अधिकार

THE JOURNAL OF CLIMATE

श्री. सौ. कृष्ण रहा
खाजगी मध्यादित

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Edu. & Psychol. Vol. 2 No. 1 Jan. 1918

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STRENDIST

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प्रदान देवार के लिए १९१८ पर्याप्त
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नवर द्वितीय अंक
श्रीदेवी

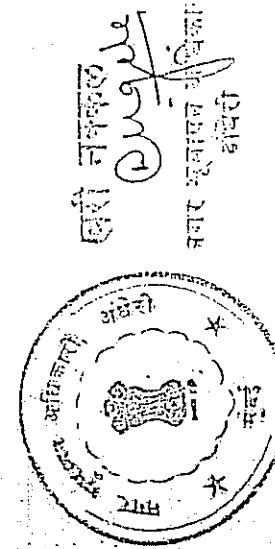
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पृष्ठा १२२

दक्षिण एवं उत्तरांशः ।

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SLUM REHABILITATION AUTHORITY

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

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

No. SRA/ENG/1226/KM/P.L/AP

COMMENCEMENT CERTIFICATE

13 JUL 2005

To M/s. Pramukh Enterprises,

43, Amboli Hill, Veera Desai Road,
Andheri (W), Mumbai - 400 053.

Sir,

With reference to your application No. 4356 dated 14.03.2004 for Development Permission and grant of Commencement Certificate under section 44 & 49 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. _____ C.T.S. No. 730 (Ct) & 739 (Pf) of village _____ situated at Behram Baug, Jajpurwadi (W) ward _____ RTW.

The Commencement Certificate/Building Permit is granted subject to compliance of conditions mentioned in SRA/Eng/DYCE dt 10/7/2002 dt 17.01.1996A U/R No. SRA/ENG/1226/KM/P.L/AP dt 22.11.2004 and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) if :
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person holding title through or under him.

The C.E.O. (SRA) has appointed Sirji, N.P. Patwari, Sub-Registrar of Properties, Mumbai, for exercising his powers and functions of the Planning Authority under section 45 of the said Act.

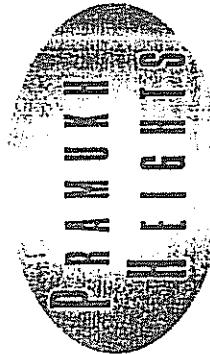
This C.C. is granted for work up to Plinth level. Bldg. No. 101, 1st fl.

(Section 45-B)

मुद्रा - १ /	२००२ CC
२००२ CC	२००२ CC

Mumbai (SRA) on behalf of Slum Rehabilitation Authority
The Slum Rehabilitation Authority

Executive Engineer (SRA) - १
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

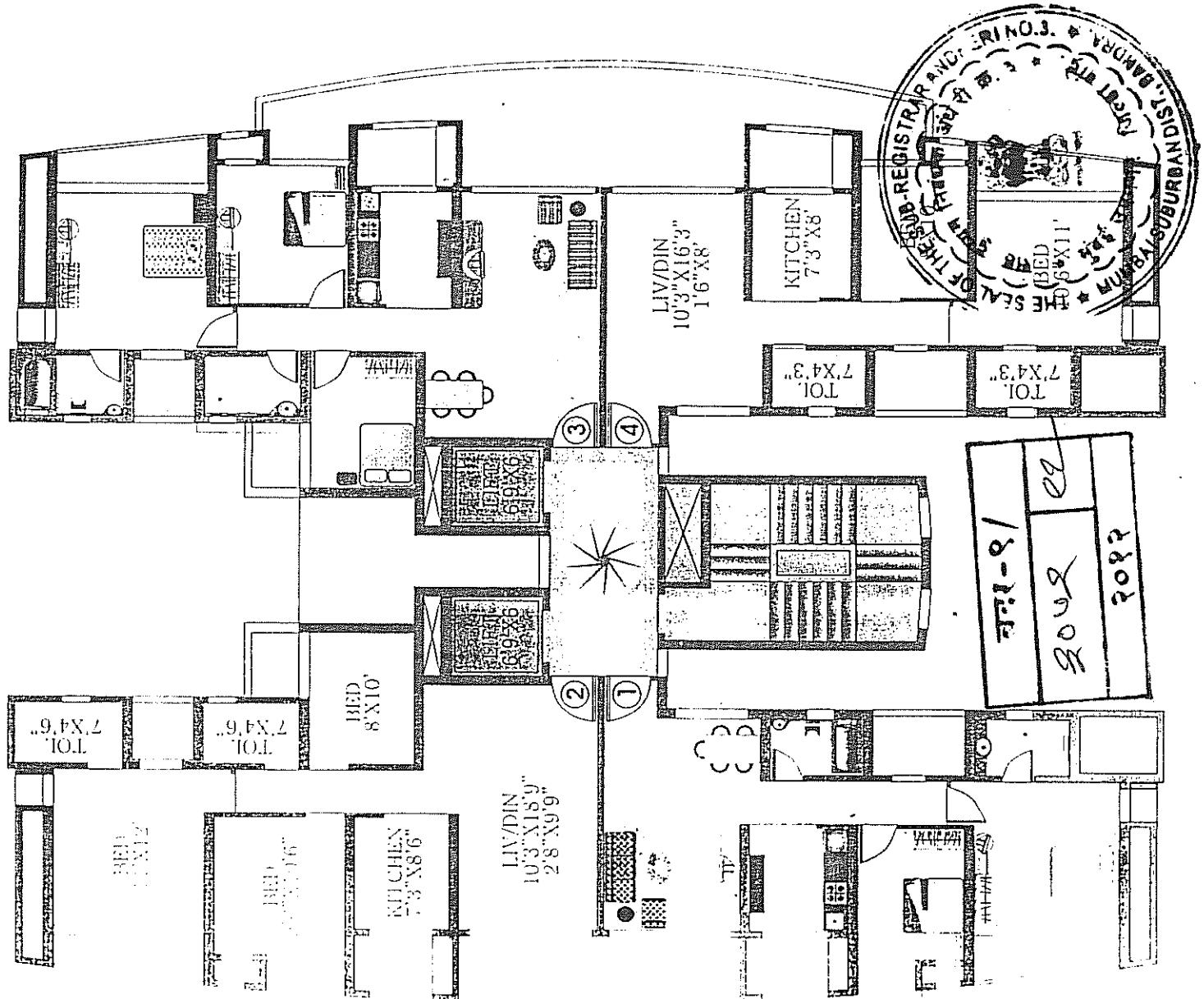


This hand-drawn floor plan illustrates the layout of a large residence. The plan includes several bedrooms, a living room, a dining room, a kitchen, a central hall, and a service area. Key features and dimensions are as follows:

- Bedrooms:** There are four bedrooms labeled with dimensions:
 - Bedroom 1: 10'6" x 11'
 - Bedroom 2: 8' x 10'
 - Bedroom 3: 7' x 4'5"
 - Bedroom 4: 9' x 12'
- Kitchen:** A large kitchen area is located on the right side of the plan, measuring 10'3" x 16'3". It includes a dining area (16' x 8') and a central island.
- Bathrooms:** Two bathrooms are shown: one in the main hall (7' x 4'5") and another in the master bedroom area (10'6" x 11').
- Living Room:** The living room is positioned at the front left, measuring 10'3" x 16'3".
- Hallways:** A central hallway runs through the middle of the house, connecting all the rooms.
- Service Areas:** A laundry room (10' x 12') and a storeroom (6' x 6') are located on the left side.
- Stairs:** Stairs are indicated on the left side of the plan.
- Dimensions:** Various rooms and areas are labeled with their specific dimensions, such as 10'3", 16', 8', 9', 12', 7', 4'5", and 6' x 6'.
- Notes:** Handwritten notes are present in the top right corner, reading "2052" and "2053". A signature is also visible on the left side.

TYPICAL FLOOR PLAN
 (1ST TO 7TH, 10TH TO 13 & 16TH FLOORS)

BRAK FIG 18



8TH, 9TH, 14TH & 15TH FLOOR PLAN

Flat No. _____ Wing _____ Floor _____

Flat No. _____ Wing _____ Floor _____

Flat No. _____ Wing _____ Floor _____

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दिनांक 11/07/2007

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दारा प्रेषणाचा प्रकार मुख्याचरनामा

सादर करायाराये नाव: वित्तेव एस धर्माहु

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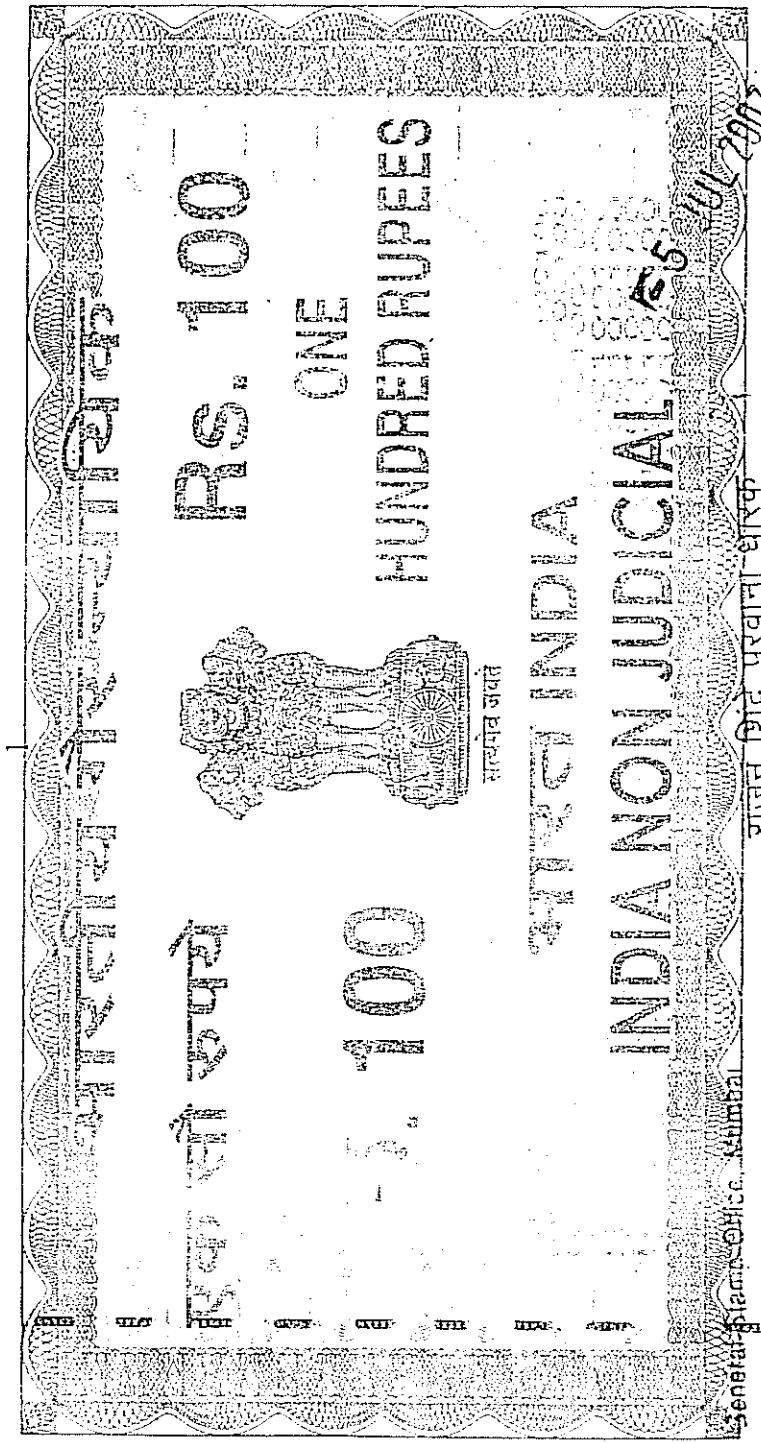
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प्रतीतेले पुढांक शुल्क: 100 रु. घड. उत्तम टी. प्रकृत नोंदीची -/-
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Princt Office

R. S. Bhattacharya

23

GENERAL POWER OF ATTORNEY

WHEREAS I am carrying on business as Builders & Developers	Engaged in several partnership firms dealing in developing immovable properties, buying and selling of immovable properties, etc. ;
nonuting F.A.I.N. NO. AABFB0/48H, SEND GREETINGS: 2002	Sub-Agency No. 1 B. S. 2 THE GENERAL SUBURBAN DIST. MADRAS T. N. 19 2009

THE STATE OF TAMIL NADU
GENERAL SUBURBAN DISTRICT
MADRAS
SUB-AGENCY NO. 1
B. S. 2
NON-TRADING F. A. I. N. NO. 1
BUILDERS & DEVELOPERS
SUB-AGENCY NO. 1
GENERAL SUBURBAN DIST.
MADRAS
T. N. 19
2009

AND WHEREAS I have to travel quite often in relation to such development work and as such, in my absence it may not be possible for me to manage and maintain the day to day affairs and hence it has become expedient for me to appoint a fit and proper person to be my true and lawful Attorney mainly to execute necessary and relevant deeds and documents, Affidavits, Declarations and sign tenders and notices and to receive the same, for and on my behalf and to pay appropriate stamp duty thereon and register the same with the Sub-Registrar of Assurances and to look after my interest, I hereby appoint, nominate and constitute

Mr. Vinay Keshaoal Gandecheha, aged about 42 years, Indian Inhabitant and presently residing at 43, Krishna, Behind Bhatia School, Saibaba Nagar, Kandivli (West), Mumbai 400 067 and having P.A.N. No. AABPG7032M and hereinafter referred to as "the Attorney" as my Attorney to act for me and on my behalf and to look after my interest which the said Attorney has consented to do.

NOW KNOW YE AND ALL THESE PRESENTS WITNESSETH THAT I,

JITENDRA S. BRAHMBHATT, partners of M/s. Pramukh Enterprises,

M/s. Shree Ganesh Enterprises, M/s. MNP Associates and ~~other~~ ^{Shri} ~~other~~ firm/s in which I am a partners, do hereby appoint ~~my~~ ^{him} ~~as~~ ^{as} my true and lawful Attorney for me and on my behalf and ~~my~~ ^{his} name to do any of all ~~my~~ ^{his} acts ~~and~~ ^{and} ~~deeds~~ ^{deeds}, matters and things as follows

20 ⁰⁰	/-
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1. To execute necessary ~~and~~ ^{and} relevant deeds and registrations, Affidavits, Declarations and sign tenders and notices and to receive the same, for and on my behalf and to pay appropriate stamp duty thereon and register the same with the Sub-Registrar of Assurances and to look after my interest, ~~and~~ ^{and} my behalf and both in my personal capacity as well as a Partner

of the any of the partnership firms entering into such deeds and documents, in which I am a partner.

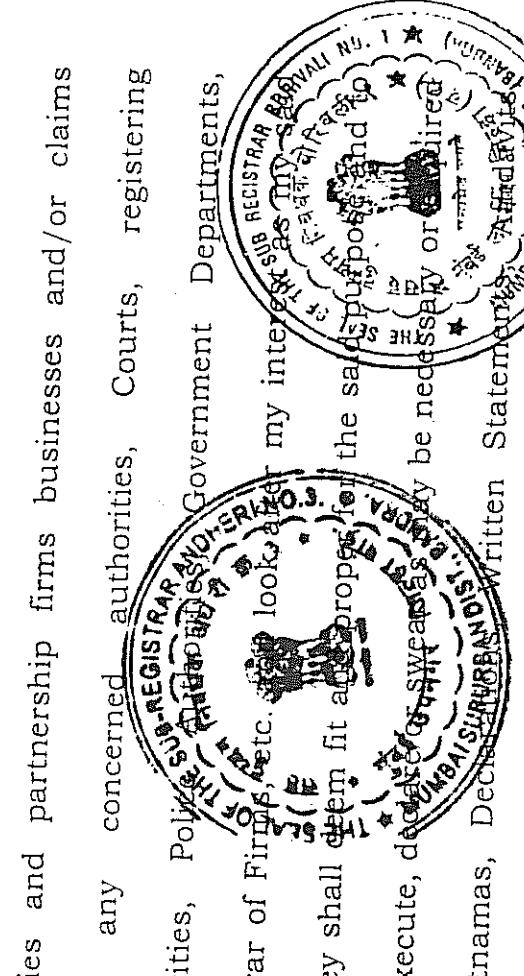
2009
July 12

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2. To attend the Office of the Sub-Registrar of Assurances and pay appropriate stamp duty thereon and register such documents with the Sub-Registrar of Assurances, Mumbai.

3. To attend and deal with any registered Body including Society and/or other concerned authorities in respect of the said development and re-development of any property before any concerned authorities, Courts, registering authorities and look after my interest over any assets and properties, movable/immovable properties, as my said Attorney may deem fit and proper at my cost.

4. To attend and sign and execute any papers, bonds, applications, Vakalatnama, declarations, plaints, written statements and/or any other deeds and documents that may be necessary and/or relevant to be executed before the Police Authorities, Courts of Law, Government Departments, etc..

5. To file and prosecute disputes, suits and appeals and defend all actions, proceedings by or against me in respect of my aforesaid activities and partnership firms businesses and/or claims before any concerned authorities, Courts, registering authorities, Police,  Government Departments, Registrar of Firms, etc. and look after my interest in the said properties and to the same fit and proper for the said purpose and to be necessary or required.



Attorney shall swear and sign, execute, declare and make true and correct statements and written statements, petitions, Appeals, Revision Applications and Writings as the

said Attorney shall have occasion to do and for the said purpose, to appoint any Counsel, Solicitors and/or Advocates to act on my behalf at my cost, as the said Attorney may deem fit and proper in his absolute discretion.

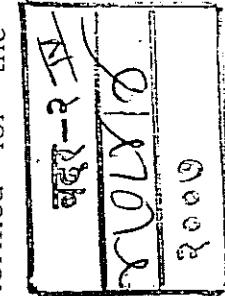
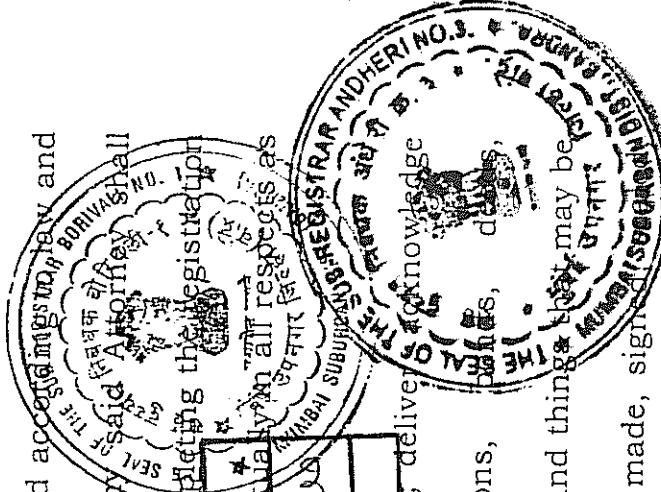
6. To substitute Attorney/s for the management of the affairs of my said business and partnership firms before any concerned



authorities, Courts, registering authorities, Police Authorities, Government Departments, Registrar of Firms, etc. and look after my interest, as my said Attorney shall deem fit and proper.

7. To sign and execute any such deeds and documents and register the same with the Sub-Registrar of Assurances after paying appropriate stamp duty thereon, for and on my behalf both as an individual as well as a partner in any such Firm executing any such deeds, documents, Agreements, writings, etc.
8. AND GENERALLY to do all such other acts and deeds, matters and things whatsoever with respect to execution and registration of deeds, documents, Declarations, Affidavits, Indemnity Bond, writings, etc. and to pay appropriate stamp duty thereon and register the same with the Sub-Registrar of Assurances, either particularly or generally as amply and effectively to all intents and purposes as I could in my own person do.

9. To present the said Agreement for registration, to admit execution thereof before the Sub-Registrar or Registrar having authority for and to have them registered according to law and to all acts, deeds and things which my said Attorney consider necessary for effecting and completing the Registration of the said Agreements, as fully and effectually as I could do the same myself.
10. To enter into, make, sign, seal, execute, deliver, acknowledge and perform indentures, declarations, assurances, documents, papers, writing and things that may be necessary or proper to be entered into, made, signed, sealed, delivered, acknowledged and performed for the purposes of registering the said agreements.

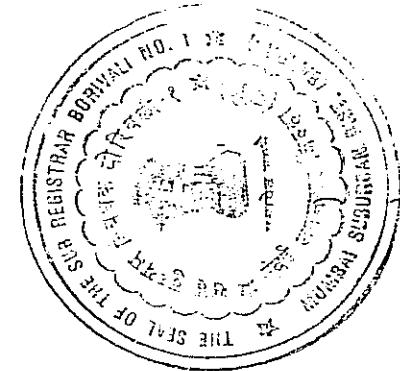



AND I DO HEREBY UNDERTAKE to confirm and ratify all and every act and thing done by my said Attorney within the scope of the authority hereby conferred on him and all deeds and documents executed by him in my name and on my behalf under this Power of Attorney shall be binding on me, as if the same were executed by me and shall be irrevocable and binding on me, my heirs, executors and legal representatives.

IN WITNESS WHEREOF, I HEREUNTO SET MY HANDS AND SIGNATURE HERETO AT MUMBAI ON THIS 9TH DAY OF JULY, 2007.

SIGNED AND DELIVERED)
by the withinnamed "EXECUTANT")

Shri JITENDRA S. BRAHMBHATT)



Signature of the withinnamed
Power of Attorney Holder

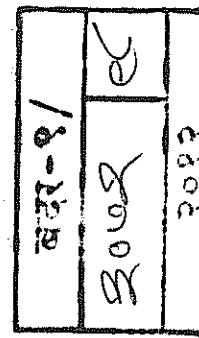
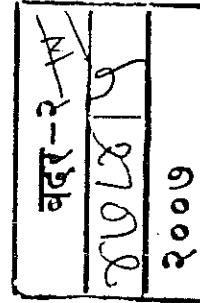
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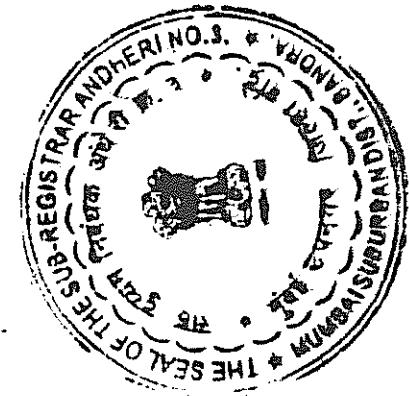
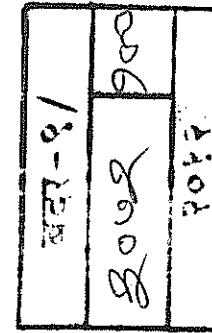
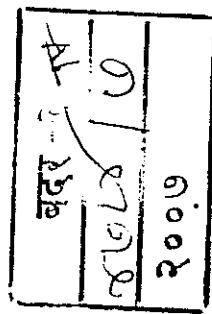
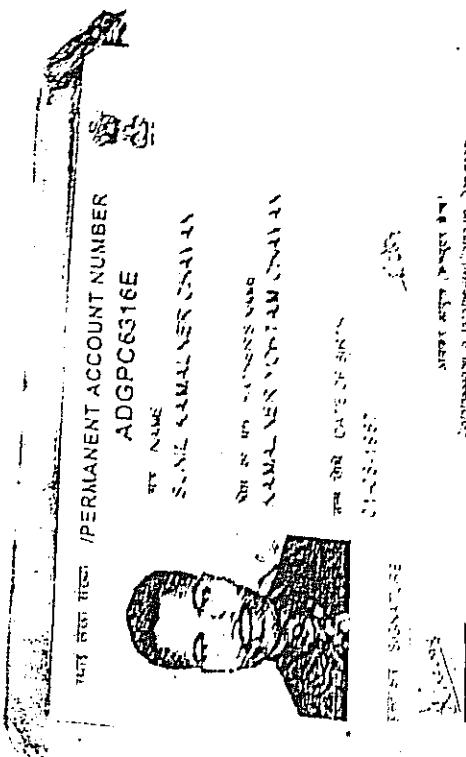


Identified by me

(1) Jayesh N. Patel
(2) J. V. Gurav

Identified by me





प्रमाणित दस्तावेज़

११.०७.२००७ दृश्यम निवारक:

१२.५१.३२ प्रा। निवारक: १ (मिल्टी)

दस्त क्रमांक : ४७८४/२००७

दस्तावचा प्रकार : मुख्यतयारतामा

अनु. क्र. प्रकाराचे नाव व पत्ता

नाव निवार एवा ग्राहण
नाम अरविंद न. ५५/५
हस्तीकरण वरावर रोड नं ५
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गोवारी ५
प्राप्तिकारी
प्राप्तिकारी नाव व पत्ता
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पत्ता
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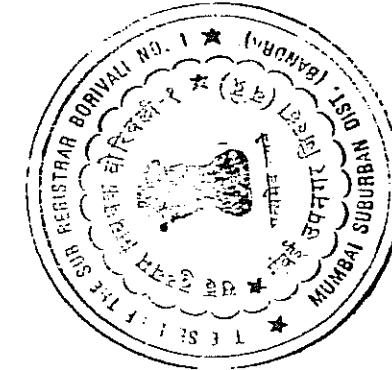
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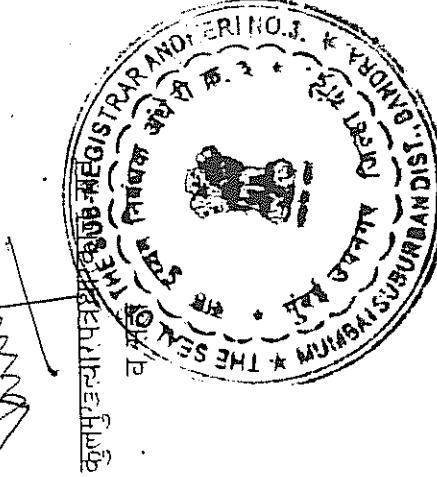
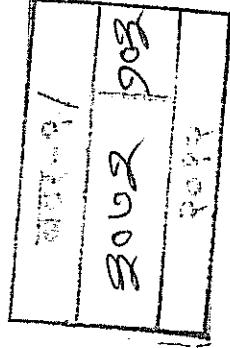
प्रमाणित दस्तावेज़ द्वारा दिलाई गई असावारी दस्तावेज़ करार दिलाई गई।

प्रमाणित दस्तावेज़ द्वारा दिलाई गई।

घोषणापत्र

मी विनय क. गोडारा
निवधक अद्येति. ३ यांच्या कार्यालयात कृपानामा इच्छारे घोषित करतो की, दुर्योग
नोंदणीसाठी सादर करण्यात आला आहे. प्रसाद प्रभुराव कुलमुख्यारपत्र च. शास्त्रीयारा च. इ. यांना
दि. १२-१-२०८८ रोजी मला दिलेल्या मला दिलेल्या कुलमुख्यारपत्राच्या आधारे मी, सदर घटना

नोंदणीस सादर केलेला आहे/निष्पादीत काळन कबुलीजवाब दिला आहे. सदर कुलमुख्यारपत्र लिहून देणारा यांनी
कुलमुख्यारपत्र रद्द केलेले नाही किंवा कुलमुख्यारपत्र लिहून देणार व्यक्तिपैकी कोणीही म्यत झालेले नाही किंवा
अन्य कोणत्याही कारणामुळे कुलमुख्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुख्यारपत्र पूर्णपणे वैध असून
उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून अल्यास नोंदणी अधिनियम १९८८ चे
काळम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.



दिनांक : १५-८-२०१२.

स्थाई रेजिस्ट्रेशन संख्या /PERMANENT ACCOUNT NUMBER

AAIPU5422A



राज्य नाम /NAME

DIPEN R UDANI



पिता का नाम /FATHER'S NAME

RAMESH UDANI

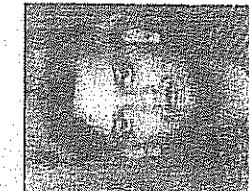


जन्म तिथि /DATE OF BIRTH

15-09-1970



हस्ताक्षर /SIGNATURE



आमंत्रण अधिकारी (संस्थान प्रमुख)
Commissioner of Income-tax (Computer Operations)

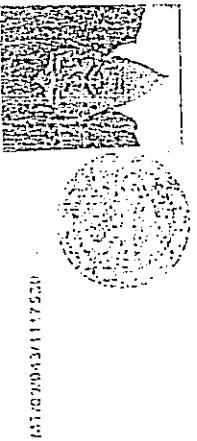


१	/
३०५२	६६
२०१२	२



Identity Card

THE ELECTORAL COMMISSION OF INDIA
ELECTORAL CARD
MUMBAI SUBURBAN DISTRICT



Elector's Name	Gandhi Jayesh
Father's Name	Shri Jayesh National
Mother's Name/ Husband's Name/ Spouse's Name/	
Sex	Male
Age as on 1.4.95	25
1.1.95 संतान वर्ष	

Address का अपार्शन, कार्ड पर
Road No 1, Kandivali (E),
Bombay
अवस्था अपार्शन, आकड़ी गोदान,
शहर म. 1, कालिंगरी (E), मुम्बई

Electoral Registration Officer

स्वास्थ्य विभाग अधिकारी
Road No 1, Kandivali (E),
43-Mahad, Assembly Constituency

परिवार संरक्षण विभाग

Place / ठांकड़ : Mahad / महाद

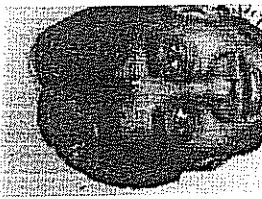
Date / तिथि : 13.10.1995

This Card may be used as an identity card
under different Government schemes.
यह कार्ड अन्यत्र सरकारी योजनाएँ
के लिए उपयोग के लिए है।

संकेत - १	३०८२
३०८२	२०९२

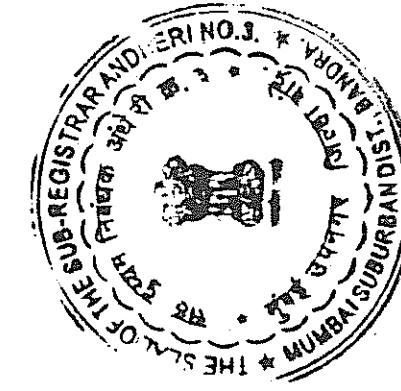
मार्किन



राज्य लेखा संखा /PERMANENT ACCOUNT NUMBER	
AAEPV3394G	
पाता /NAME	
SHALIBHADRA CHANDRAKANT	
VORA	
पिता का नाम /FATHER'S NAME	
CHANDRAKANT MANSUKHLAL VORA	
जन्म तिथि /DATE OF BIRTH	
06-12-1970	
हस्ताक्षर /SIGNATURE	
	

आगक्तर निवेशक (प्रमाणित)
DIRECTOR OF INCOME TAX (SYSTEMS)

खंड-१/	
२०७२	७०८
२०६३	





17/04/2012 दृश्यम निवारकः
12:29:29 pm अंधेरी 3 (अंधेरी)

दस्ता गोष्ठारा भाग-1

दस्त क्र 3072/2012

दस्त क्रमांक : अनु क्र. प्रकाराचे नाव व पता

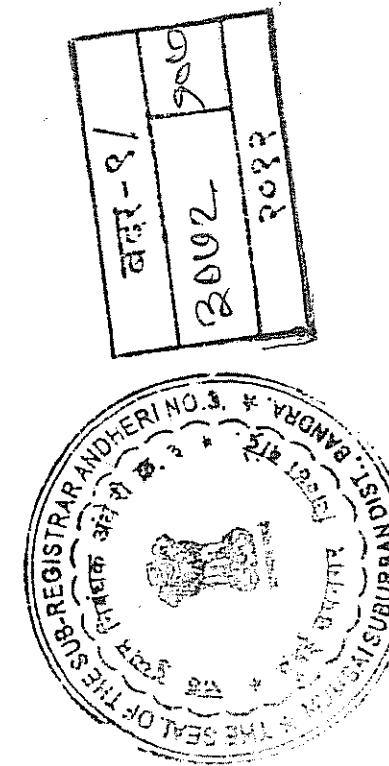
दस्ता गोष्ठारा प्रकार : करारनामा

प्रकाराचे नाव व पता

अनु क्र. प्रकाराचे नाव व पता

नाव: दिपेन रोमा उदानी - -	पता: घर/फ्लॅट नं. १५, फ्लॅट नं. ७०१, सातवा मधला, गोपी विहार, प्रथमा सोसा, एस टी रोड, जवाहर नगर, गोपेश्वर मुं ६२	लिहून देणार वय ४२ सही	छायाचित्र	अंगठ्याचा उसा
---------------------------	---	-----------------------------	-----------	---------------

नाव: मे प्रमुख इंटरप्रायोजेस चे मार्गीदार चिंतेक्र एस दस्तावृतक अधिकारी विनय के गाडेचा - -	पता: घर/फ्लॅट नं. - प्रमुख साईटरम् ४८ आंबोली हिल, विरा देसाई रोड, अंधेरी प मुं ५३.	लिहून देणार वय ४५ सही	छायाचित्र	अंगठ्याचा उसा
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लाला - १	१०६०
३०७२	२०१२

दस्त गोपनीया भाग - 2

बदल

दस्त क्रमांक (3072/2012)

दस्त क्र. [बदल9-3072-2012] चा गोपनीया
वाजार मुल्य : 11919500 सोधदला 9537500 भरलेले मुद्रांक शुल्क : 578600

दस्त हजर केल्याचा दिनांक : 17/04/2012 12:22 PM

दस्त हजर करण्याची सही :



दस्त नोंद केल्याचा दिनांक : 17/04/2012 12:29 PM

ओळख :

खालील इसम असे निवेदित करतात की, ते कस्तूरेचय करुन देणा-याचा व्यक्तिशः ओळखतात,
व त्याची ओळख पटविलात.
1) जमेश एन गांधी- - ,घर/फ्लॅट नं:-
गल्फी/रस्ता: 503, अलका, आशुली रोड, कांदीवली
इमारतीचे नाव:-
ईमारत नं:-
पेट/वसाहत:-
शहर/गाव:-
तालुका:-
पिन:-

2) शालिष्ठ री वोरा- - ,घर/फ्लॅट नं:-

गल्फी/रस्ता: यशीलप्रमाण

इमारतीचे नाव:-

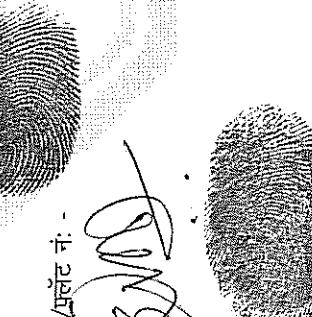
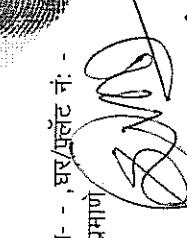
ईमारत नं:-

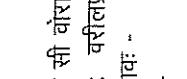
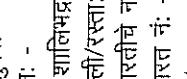
पेट/वसाहत:-

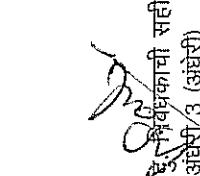
शहर/गाव:-

तालुका:-

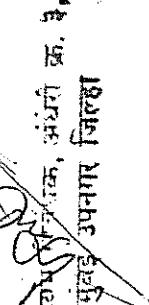
पिन:-

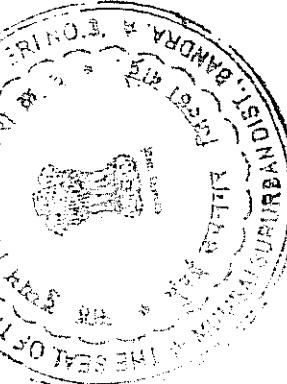



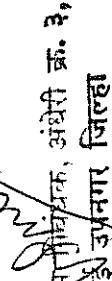

 दुनियाकाची सही
अंधेरी 3 (अंधेरी)

स्वामित्व करावेत येते की, आ
दस्तामध्ये एकूण १०० रुपये आहेत.


 सह दुसऱ्यांनी
पुढी उपनगर जिल्हा
पुढी उपनगर जिल्हा



बदल - १/३०७२ / २०९२
पुढी उपनगर क्रमांक १, क्रमांक...
नंदिला, १७ APR 2012


 सह दुसऱ्यांनी
पुढी उपनगर जिल्हा



दस्तावेज़ का वर्ष: 3072/2012

Tuesday, April 17, 2012

1:17:54 PM

सूची क्र. दोन INDEX NO. II

नांदपाली 63 ग.

Regn. 63 m.e.

गावाचे नाव : औशिवर

(1) विलेखाचा प्रकार मोबाइलचे स्क्रॉप करारनामा

व वाजारभाव (भाडेपटव्याच्या

वावतीत पटडाफार आफारणा देतो

की पटडेदार ते नमूद करावये) मोबायल रु. 9,537,500.00

वा.मा. रु. 11,919,500.00

(2) भू-मापान, पोटहिस्ता व घरक्रमांक (आसलयास) (1) तिटिटेस क्र.: 720/ पार्ट वर्णन: सदनिका नं. 1502, 15 वा माळा, वी विंग, प्रमुख हाईट्स, 48 आंबोली हिल, विरा देसाई रोड, अंधेरी प मु 53.

(3)क्षेत्रफळ

(1)81.41 चौ नि विल्हेम

(4) आफारणी किंवा जुडी देण्यात (1)

असेल तेव्हा

(5) दस्तऐवज करुन देण्या-या प्रकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, वारीचे नाव व संपूर्ण पत्ता

(6) दस्तऐवज करुन देण्या-या प्रकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, वारीचे नाव व संपूर्ण पत्ता

(7) दिनांक

करुन दिल्याचा

नांदपाली

13/04/2012

(8) नांदपाली

17/04/2012

(9) अनुक्रमांक, खंड व पृष्ठ

3072 /2012

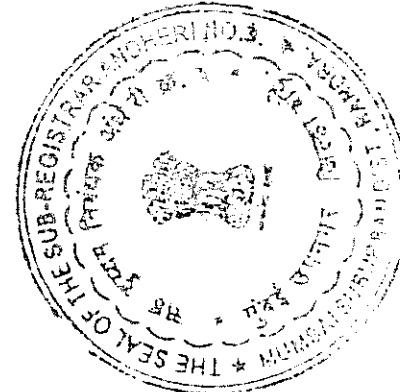
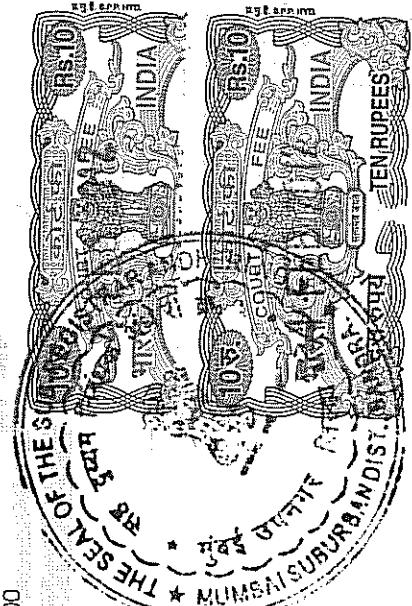
(10) वाजारभावामाणे मुद्रांक शुल्क

रु 578575.00

(11) वाजारभावामाणे नोंदवणी

रु 30000.00

(12) शेरा



सरी पत्र
 सहै दृष्टम् निवंधक अंधेरी-३,
 सहै दृष्टम् पत्तगर जिल्हा.