



Certificate No. 25

Certificate of Shares

No. of Shares 5

Nominal Membership only

# SHIV-CHHAYA CO-OPERATIVE HOUSING SOCIETY LTD.

GREEN BUNGLOW, SIR M. V. ROAD, ANDHERI (EAST), BOMBAY-69.

Registered under Section 9 (1) of the Maharashtra Co-operative Society's Act. 1960  
(Maharashtra Act. XXIV of 1961) bearing No. BOM/HSG/1107 of 1966.

AUTHORISED CAPITAL Rs. 2,00,000

DIVIDED INTO 4000 SHARES OF Rs. 50/- EACH.

This is to Certify that Smt. M/s V. K.

warehousing company

the Registered holder of 5 Shares, of Rupees Fifty (Rs. 50/-)

each numbered from 121 to 125 (inclusive)

in the SHIV - CHHAYA CO - OPERATIVE HOUSING SOCIETY LIMITED, ANDHERI, BOMBAY-69, subject to the conditions and regulations of the Rules and Byelaws of the said Society and upon each of such Shares the sum of Rupees Fifty only has been paid.

Given under the Common Seal of the Society at Bombay

This sixteenth day of December 1974

Chairman

Chairman

Member

Com. Member

Secretary

Hon. Secretary



TRUE COPY

28/12/74


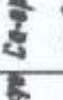
HARI PRASAD MISHRA

ADVOCATE & NOTARY GOVT OF INDIA

MUMBAI MAHARASHTRA

REGD NO 10441

# Memorandum of Transfers

Transfer Date	Transfer No.	To whom transferred	Ledger Folio	Signature of Secretary
1/2/1993		Smt. Dhiraajlal A. Khandekar	Shiv-Ghadya Co-op. Housing Society Ltd.	 Hon. Secretary
13/04/2007		Smt. Pooja C. Shah & Shri Chirag A. Shah	The Shiv-Ghadya Co-op. Housing Society Ltd. President	 Hon. Secretary





Monday, April 03, 2006

4:03:45 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 2705

दिनांक 03/04/2006

गवाचे नाव अंधेरी

स्वीकृत्याचा अनुक्रमांक

वदर - 02694 - 2006

स्ता एवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: पूजा धिराम शाह

नोंदणी फी

:-

27000.00

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

:-

460.00

जवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (23)

एकूण

रु.

27460.00

आपणास हा दस्त अंदाजे 4:18PM ह्या वेळेस मिळेल

दुय्यम निबंधक

अंधेरी 1 (बांद्रा)

बाजार मूल्य: 2670000 रु. मोबदला: 2700000 रु.

भरलेले मुद्रांक शुल्क: 135000 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: ओरीएंटल बँक ऑफ कॉमर्स, मुं 54 ;

डीडी/घनाकर्ष क्रमांक: 282265; रक्कम: 27000 रु.; दिनांक: 03/04/2006

मात दुय्यम निबंधक अंधेरी-१  
उपस्थित उपनगर निबंधक



THE COSMOS CO-OPERATIVE BANK LTD., PUNE  
FRANKING DEPOSIT SLIP

Customer Copy

219837

Branch : \_\_\_\_\_ Date : 3/4/06

Pay to : \_\_\_\_\_

Franking Value	Rs.	135000
Service Charges	Rs.	11
Total	Rs.	135011/2

बंदर-१/
2806 15
100

Name & Address of Stamp duty paying party

Pooja Chirag Shah

Tel.No. / Mobile No.:

Purpose of Transaction

in cash for Franking Documents

Rs. 135000

(For Bank's Use only)

Tran ID

Franking Sr. No. 327881/124161

For The Cosmos Co-op. Bank Ltd., Pune

Authorised Signatory



THIS AGREEMENT FOR SALE is made and entered into at Mumbai the 3rd day of APRIL, 2006, BETWEEN:

MR. DHIRAJLAL N. KAMDAR, an adult, Indian Inhabitant of Mumbai having his office at G-B, Shiv Chhaya Co-operative Housing society Limited, M.V. Road, Andheri (East), Mumbai- 400 069, hereinafter called "THE VENDOR" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include his heirs, executors and administrators) of the ONE PART;

AND

(1) MRS. POOJA CHIRAG SHAH and (2) MR. CHIRAG ASHOK, both adults, Indian inhabitants of Mumbai, residing at 12B, Shiv Krupa, Old Nagardas Road, Andheri (East), Mumbai - 400 069, hereinafter called "THE PURCHASERS" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART;

*[Signature]*  
*[Signature]* Po

For The Cosmos Co-op Bank Ltd.  
B. one lakh Thirty five Thousand only.  
भारत 77881  
124161  
Special Adhesive  
APR 03 2006  
MAHARASHTRA  
14:18  
Rs. 0135000/- PB5114

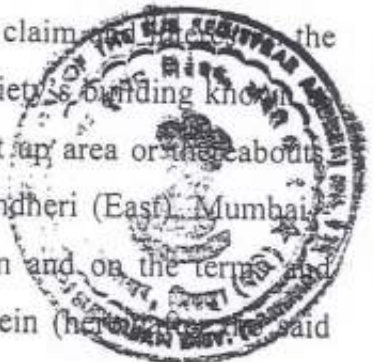


WHEREAS:-

- I. The Shiv Chhaya Co-operative Housing Society Ltd. (hereinafter referred to as "the said Society") has been formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, under registration No.BOM/HSG/1107 of 1966, and holding all that piece or parcel of land or ground bearing Survey No. 33A, 77 and 202 of Andheri Village, and 58/1 and 57C of Gundavli Village, Taluka Andheri, within the Registration District and Sub-District of Mumbai Suburban and having its registered office at Green Bungalow, Sir M.V.Road, Andheri (East), Mumbai 400 069;
- II. By and under an Agreement dated 15<sup>th</sup> December 1973, the said Society sold, transferred and assigned to one M/s. V.K. Warehousing and the said M/s. V.K. Warehousing purchased and acquired from the Society all the right, title, claim and interest in the basement admeasuring 1900 Sq. Ft., built up area or thereabouts in the Building "Shiv Chhaya", Wing - "B", situate at Green Bungalow, Sir M.V.Road, Andheri (East), Mumbai - 400 069, at or for the price and consideration and on the terms and conditions as more particularly recorded therein;
- III. Being purchasers of the said Basement, the said M/s. V.K. Warehousing was admitted as the member and as such members the society allotted to M/s. V.K. Warehousing 5 fully paid Shares of the said Society of Rs.50/- each, bearing Distinctive Nos.121 to 125 (both inclusive) under Share Certificate No, 25 (hereinafter referred to as "the said Shares");



By and under an Agreement dated 29<sup>th</sup> March 1992, the Vendor herein purchased and acquired from the said M/s. V.K. Warehousing the said Shares and consequent thereto, the right, title, claim and interest in the said Basement in Wing - "B" of the said Society's building known as "Shiv Chhaya", admeasuring 1900 Sq Ft. built up area or thereabouts situate at Green Bungalow, Sir M.V.Road, Andheri (East) Mumbai - 400 069, at or for the price and consideration and on the terms and conditions as more particularly recorded therein (hereinafter referred to as "the said



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basement and the said shares are collectively referred to as "the said premises");

- V. In pursuance of the said Agreement dated 29<sup>th</sup> March 1992 and on an application made by the Vendor herein to the said Society, the said Society has transferred the said shares unto and in favour of the Vendor herein on 1<sup>st</sup> February 1993 and entered his name in the said Share Certificate and in the Society records.
- VI. In the premises aforesaid, the Vendor herein is absolute owner of the said shares and the said premises and is in exclusive and peaceful possession thereof;
- VII. The Vendor has now agreed to sell, transfer and assign unto the Purchasers and the Purchasers have agreed to purchase and acquire from the Vendor the said Shares and all the right, title and interest, benefits and claims of the Vendor in the membership of the said Society and consequently in the said basement/premises, at and for the price and consideration and on the terms and conditions agreed by and between the parties and more particularly recorded hereinafter;



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

1. The Vendor has agreed to sell, transfer and assign to the Purchasers and the Purchasers have agreed to purchase and acquire from the Vendor, all the right, title, claim and interest of the Vendor in the said 5 fully paid up Shares of Rs.50/- each together with the membership of the said Society and all his right and interest in the said Basement admeasuring 1900 Sq. Ft. Built up area, in Wing B of the Societys' building "Shiv Chaya" standing on all that piece or parcel of land or ground bearing Survey No. 22 77 and 202 of Andheri Village and 58/1 and 57C of Gunda Village, Hauka Andheri, within the Registration District and Sub-District of Mumbai Suburban and situate at Green Bungalow, Sir M.V.Road, Andheri (East) Mumbai - 400 069 and more particularly described in the Schedule



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hereunder written and all the beneficial rights ~~therein~~ and thereto of the Vendor in the deposits, if any, lying with the said Society in the name of the Vendor and all other and incidental rights and entitlement of the Vendor in the said premises described in the Schedule hereunder written (for brevity's sake hereinafter collectively referred to as "the said premises"), at or for the lumpsum price and consideration of Rs.27,00,000/- (Rupees Twenty Seven Lakhs only), payable by the Purchasers to the Vendor in the manner following

- (i) Rs.5,00,000/- (Rupees Five Lakhs only) being the Earnest Money/Deposit paid by the Purchasers to the Vendor on or before the execution hereof (the payment and receipt whereof the Vendor doth hereby admit, acknowledge and confirm) and
- (ii) the balance sum of Rs.22,00,000/- (Rupees Twenty Two Lakhs only) shall be paid by the Purchasers to the Vendor within a period of one month from the date hereof on completion of the sale of the said premises, by signing and executing the sale Deed or such other deeds and document as envisaged in these presents and against the Vendor handing over quiet, vacant and peaceful possession of the said premises to the Purchasers. Time being an essence of the contract.

2. It is hereby agreed that the Vendor shall sign and submit all necessary applications, forms, undertakings and writings to the said Society, with copies thereof to the Purchasers, for approval, acceptance and admission of the Purchasers as the members thereof. and for transfer of the said shares and membership in respect of the said premises in the name of the Purchasers as they may direct, and for effectively transferring the said premises unto and to the name of the Purchasers or their nominee/s, in the records of the said Society, and for the purposes thereof the Vendor doth hereby also agrees and undertakes to do and execute or cause to be done and executed all such lawful acts, deeds, matter and things, and applications, forms, writings, documents, deeds and papers, necessary and required at any time hereafter by the said Society and of the Purchasers, at the costs of the Purchasers.

3. The Vendor doth hereby declares and says as follows:-

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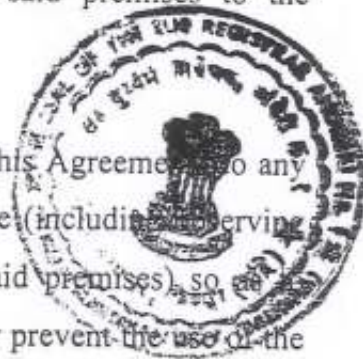
(i) That, the Vendor herein has the sole and absolute right, title and interest in the said premises and the Vendor has the right and power to dispose of the same as provided in these presents and there is no impediment or prohibition against the right, power and authority of the Vendor to deal with and dispose off the same, and the same are/is clear and marketable and free from all claims and/or encumbrances, and that the Vendor has not done or allowed or permitted to be done any act, deed, matter or thing that may have resulted or tantamount to result in encumbering, charging, alienating, or creating a lien or charge or any other encumbrance on the said the premises in any manner whatsoever.

(ii) That, notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any other person or persons, lawfully or equitably claiming by, from or through him, committed or omitted or knowingly suffered to the contrary, the Vendor has full power and absolute right and authority to sell the said premises as aforesaid, and that the Vendor has not or any one else on behalf of the Vendor done any act, deed or omission whereby the Vendor may be prevented from transferring the said premises and handing over to the Purchasers actual, physical and peaceful possession of the said Premises as envisaged in these presents.



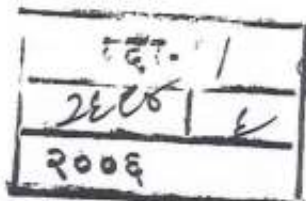
(iii) That, the said Shares, the said basement or any of them have not been the subject matter of any pending litigation or any attachment, either before or after judgement nor the same are or is subject to lis-pendence or custodia legis or attachment or prohibitory order issued by the Income Tax Authority or any other department of the State or Central Government or other Authority, whereby the Vendor is prevented or restrained from assigning or transferring the said premises to the Purchasers as envisaged in these presents.

(iv) The Vendor shall not during the subsistence of this Agreement do any act, deed, matter or thing or omit to do the same (including interfering and performing the law as applicable to the said premises) so as to prejudicially affect the rights of the Purchasers or prevent the use of the said premises by the Purchasers.

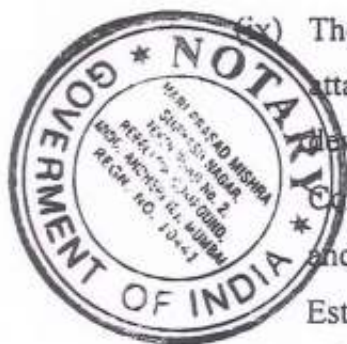


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- (v) The Vendor has not entered into any contract or agreement with any third person or party for the sale, transfer or assignment of the said premises or his rights therein, in any manner whatsoever.
- (vi) The Vendor have not at any time and in any manner transferred, gifted alienated and/or offered as security for any loan and/or mortgaged or charged and/or in any manner encumbered the said premises or any part thereof and the same is otherwise free from all encumbrances whatsoever.
- (vii) There is no claim or suit or proceedings or litigation pending or filed by and/or against the Vendor in respect of the said premises in any court or tribunal or judicial or revenue authority.
- (viii) No decree and/or order and/or prohibitory order of any court and/or tribunal and/or Judicial Authority has been passed and/or operating against the Vendor in respect of the said premises or any part thereof.

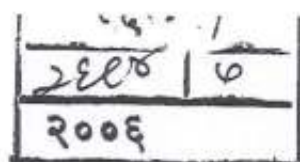


- (ix) There is no lis pendens or attachment before or after judgement and/or attachment for non-payment of any taxes, cesses, rates, duties, charges, development charges, outgoings etc. payable to the Municipal Corporation of Greater Mumbai or any other local authority or body and/or Government (Central or State) as also for non-payment of any Estate Duty, Income Tax, Wealth Tax, etc. payable by the Vendor and/or any proceedings is/are filed, taken, levied or registered or pending or subsisting in respect of the said premises or any part thereof.
- (x) The Vendor has not been declared as an Assessee in Default under any provisions of the Income Tax Act 1961 and/or Wealth Tax Act and has no Notice in that behalf and/or in respect thereof been issued to and/or received by the Vendor.



Relying on the above representations and warranties, the Purchasers have in good faith agreed to purchase the said property from the Vendors and to enter into this Agreement.

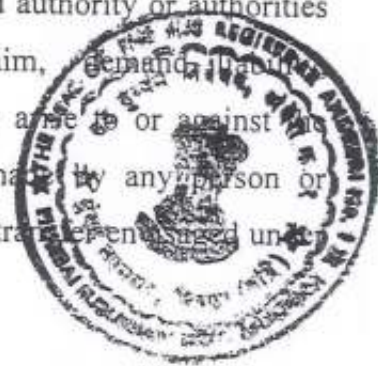
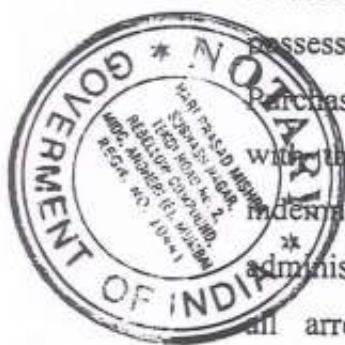
 



4.

That, the Vendor shall upon receiving the balance consideration as provided in clause 1(ii) hereinabove, complete the sale within a period of 1 (one) month from the date hereof and shall sign and execute the necessary Deed of Sale for completing the sale and transfer of the said premises unto and in favour of the Purchasers or their nominees and shall thereupon hand over vacant and peaceful possession of the said premises and the Purchasers shall and will at all times thereafter, peaceably and quietly be entitled to occupy, use, possess and enjoy the said premises, with all the benefits of the membership rights of the said society, without any interruption, claim or demand of whatsoever nature by or from the Vendor or any other person or persons claiming by, from, under or in trust for the Vendor.

5. The Vendor shall regularly and without committing any default, pay all the Municipal Taxes, water charges, electricity charges, maintenance charges and all other outgoings payable to the said Society or any other concerned Authority or Authorities in respect of the said premises, till the date of possession of the said basement/premises being handed over to the Purchasers as envisaged in these presents. The Vendor hereby covenants with the Purchasers and agree and undertake to indemnify and keep indemnified the Purchasers and their respective heirs, executors, administrators and assigns and their estates and effects, from and against all arrears of Municipal Taxes, electricity charges, water charges, maintenance charges, and all other outgoings if any, outstanding, due and payable by the Vendor to the Municipal Corporation of Greater Mumbai and/or the said Society and/or any other concerned authority or authorities till the said date and from and against any claim, demand, liability, litigation, proceedings, damages or loss that may arise to or against the Purchasers, consequent upon any claim being made by any person or persons in respect of or arising out of the sale and transfer envisaged under these presents, in respect of the said premises.



6. The Purchasers hereby agree to sign all applications and papers to become the members of the said society and thereupon to abide by and observe the rules, regulations and bye-laws of the said Society and to pay all outgoings,

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including Municipal Taxes, electricity charges, maintenance charges and all other outgoings in respect of the said premises on and from the date of receiving quiet, vacant and peaceful possession of the said premises from the Vendor.

7. The Vendor shall on the completion of sale hereunder, handover to the Purchasers all original documents of title, in respect of the said Premises, in the possession, custody and power of the Vendor.
8. The Vendor shall extend his full co-operation and assistance, in all matters, for getting the Purchasers as the members of the Society and for transfer of all the rights, title or interest in the said premises as aforesaid, unto and in favour of the Purchasers as they may require, in the records of the said Society, and the Vendor shall also authorise the said Society to transfer the deposits, etc., if any, standing to the credits of the Vendor, unto and in the name of the Purchasers. The Transfer fee and the other charges if any, payable to the said Society for such transfer, by whatever name called, shall be paid by the Vendor and the Purchasers, equally i.e. 50% : 50% each.



The parties hereby covenant with each other to sign and execute all other and further papers and documents, as may be necessary and required to effectively complete the sale and transfer of the said premises unto and in favor of the Purchasers.



10. The Income Tax Permanent Account Numbers of the parties are:
  - (a) SHRI DHIRAJLAL N. KAMDAR - AGDPK
  - (b) MRS. POOJA CHIRAG SHAH - AACPS 0721 N.
  - (c) MR. CHIRAG ASHOK SHAH - AALPS 9187J
11. The Vendor hereby agrees to transfer all the benefits and deposits if any lying with the Reliance Energy Ltd. for transfer of Electric Meters and deposits, if any to the credit of the Vendor with the said Company, in favour of the Purchasers.

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12. It is specifically agreed between the parties hereto that Stamp Duty and Registration Charges, if any, in respect of these presents and all other deeds and document that may be executed in pursuance hereof shall be borne and paid by the Purchasers alone. Both parties, however, bear and pay their respective Advocates' Fees.
13. All disputes, differences and question whatsoever which shall arise between the parties hereto during the continuance of this Agreement or afterwards touching this agreement or the construction or application thereof or any clause or matter herein contained to the rights, duties and liabilities of either party in connection therewith, shall be referred to the arbitration. The arbitration proceedings shall be held in Mumbai and shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification (s) and/or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF the Parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands the day and year first herein above written.



THE SCHEDULE ABOVE REFERRED TO

All that 5 (Five) fully paid up Shares of Rs.50/- each bearing Distinctive Nos. 121 to 125 (both inclusive) under Share Certificate No. 25 of Shiv Chhaya Co-operative Housing Society Ltd., together with the Premise being Basement, admeasuring 1900 Sq. Ft. Built up area or thereabouts, in the Wing B of the building known as "Shiv Chhaya" constructed in the year 1966 and standing on all that piece of land or ground bearing Survey No. 33A, 77 and 202 of Andheri Village and 57C of Gundavli Village, Taluka Andheri, within the District and Sub-District of Mumbai Suburban and situated at G Bungalow, Sir M.V.Road, Andheri (East). Mumbai 400 069.



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SIGNED AND DELIVERED by the  
withinnamed "VENDOR"  
SHRI DHIRAJLAL N. KAMDAR  
in the presence of

*Dkamdar*

SIGNED AND DELIVERED by the  
withinnamed "PURCHASERS"  
(1) MRS. POOJA CHIRAG SHAH  
(2) MR. CHIRAG ASHOK SHAH  
in the presence of

*Pashal*  
*cid*

RECEIVED of and from the withinnamed  
Purchasers a sum of Rs. 500,000/-  
(Rupees Five Lacs only) by Cheque No 643931)  
dated 3/4/2006, drawn on  
O.B.C. Bank,  
Santacruz Branch, Mumbai being the  
within mentioned earnest money/deposit  
paid by the Purchasers to me

Rs.5,00,000/-

WITNESSES:

I SAY RECEIVED

*Dkamdar*  
(DHIRAJLAL N. KAMDAR)  
VENDOR

TRUE COPY



HARI PRASAD MISHRA  
ADVOCATE & NOTARY GOVT OF INDIA  
MUMBAI MAHARASHTRA  
REGD NO 10441

HARI PRASAD MISHRA  
ADVOCATE & NOTARY GOVT OF INDIA  
MUMBAI MAHARASHTRA  
REGD NO 10441

*28/09/16*

FORM 'A'

(Permanent Commencement Certificate).

BOMBAY TOWN PLANNING ACT, 1954.

EC-25A	द.दर-१/
2266	99
2006	

NO. 43K/518/ADATED 26.2.66

## THE MUNICIPAL CORPORATION OF GREATER BOMBAY.

## COMMENCEMENT CERTIFICATE.

Permission is hereby granted, under Section 12 of the Bombay Town Planning Act, 1954 (Bombay Act No. XXVII of 1955) to Shri Somnath Seth, Chief Architect Promotor to the development work of Building g. the Shiv Chitaya Co. P. Ltd at premises at Plot No. 77 Survey No. 77 Hissa No. 77 situated at Gandhari Anandani the following conditions, viz.:

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, 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 conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay, is contravened or not complied with, (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or mis-representation 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 12 or of Sub-section (1) of Section 13 of the Bombay Town Planning Act, 1954, or (d) if he fails to pay such sum towards the implementation of the Development Plan of Greater Bombay as the Municipal Commissioner may fix under the rules framed from time to time by the Local Authority, i.e., the Municipal Corporation of Greater Bombay.

2. This Commencement Certificate would automatically lapse if the development work for which it is issued is not commenced within a period of one year from the date of its issue.

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



For and on behalf of the Local Authority  
The Municipal Corporation of Greater Bombay



M 26/2/66  
Executive Engineer Bldgs.  
(Sub.)-II  
Municipal Commissioner  
for Greater Bombay.



FORM 'A'  
(Permanent Commencement Certificate).

BOMBAY TOWN PLANNING ACT, 1954

No. CE/ /BSII/A

Dated

31-10-66

THE MUNICIPAL CORPORATION OF GREATER BOMBAY.

COMMENCEMENT CERTIFICATE.

Permission is hereby granted, under Section 12 of the  
Bombay Town Planning Act, 1954 (Bombay Act No. XXVII of 1955)  
to Shri Somnath Seth, Chief Promoter, G. H. S. Co. Ltd. applicant,  
to the development work of Building

at premises at Street No. 77 Survey No. —  
Hissa No. — situated at Gundavli Andheri  
on the following conditions, viz:

1) This certificate is liable to be revoked by the  
Municipal Commissioner for Greater Bombay, if (a) the develop-  
ment 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 conditions  
subject to which the same is granted or any of the restrictions  
imposed by the Municipal Commissioner for Greater Bombay, is  
contravened or not complied with, (c) the Municipal -  
Commissioner for Greater Bombay 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 12 or  
of Sub-section (1) of Section 13 of the Bombay Town Planning  
Act, 1954.

2) This Commencement Certificate would automatically  
lapse if the development work for which it is issued is  
not commenced within a period of one year from the date of  
its issue.

Not only the conditions of this Certificate shall be binding  
on the applicant but also his heirs, successors,  
executors, administrators and assigns and every person  
deriving title through or under him.



For and on behalf of the Local Authority  
The Municipal Corporation of Greater Bombay.



Executive Engineer, Buildings (Subs)  
For Municipal Commissioner  
for Greater Bombay.

GVJ/22/10/66/-



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

EC 48

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

No. QB/518/A

MEMORANDUM

No. E.B.

C.B./IV

1A of 1965-1966

Municipal Office,

BOMBAY/BANDRA

26th February 1966.

To Sri Somnath Seth, Chief Proprietor of the Shiv Chhaya Co-op. Housing Society Ltd.With reference to your Notice, letter No. \_\_\_\_\_ dated \_\_\_\_\_ 196 \_\_\_\_\_ and delivered on \_\_\_\_\_ and the Plans, Sections, Specifications and Description and further particulars and details of your building at Gundavli, Andhari, N.A. 22

furnished to me under your letter, dated \_\_\_\_\_ 196 \_\_\_\_\_ I beg to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act, as amended up to date, my disapproval thereof by reason:-

- (A) That one set of plans mounted on canvas has not been submitted.  
 (B) That the requirements of byelaws 4(c) will not be complied with. This should be complied with before starting any drainage work.  
 (C) That the structural calculations and R.C.C. details have not been submitted.  
 (D) That a certificate required under Section 270-A of Bombay Municipal Corporation Act for adequate water supply will not be obtained from Hydraulic Engineer.  
 (E) That the requirements of by-law No. 5(e) will not be complied with, as the sanitary block lobbies do not abut open space.  
 (F) That an undertaking to hand over set back land is not free of compensation is not submitted as the advantage is taken for Floor Space Index.  
 (G) That the documentary evidence regarding area, boundaries and ownership of the plots has not been produced or certified by the architects.  
 (H) That the road lines are not demarcated at site jointly with Sub-Engineer (Survey).  
 (I) That the hoarding as per type drawing on central pillar of Bandra Survey Office and as per section herewith is not provided before starting the work, if fencing only is to be provided.  
 (J) That the compound wall or fencing is not constructed clear of road widening line with foundation below level of bottom of road side drain, without obstructing flow of rain water from adjoining holdings to prove the possessions of holding before starting the work.  
 (K) That the flow of water through adjoining holding and culver if any, is not observed and maintained unobstructed.  
 (L) That the existing structures will not be demolished before commencing the work.  
 ( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the eaves of the roof on the public street.  
 (M) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intentions as to obviate the before mentioned objections and meet by requirements, but not less than you will be at liberty to proceed with the said building or work at any time before the \_\_\_\_\_ day of February 1967 \_\_\_\_\_ 196 \_\_\_\_\_ but not so

to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulation or by-law made under that Act at the time in force.  
 It is to be understood that the foundations must be excavated down to hard soil and that this intimation gives notice to build upon the ground which is not your property.

The positions of the foundations and other appurtenances in the building should be so arranged as to facilitate the laying of drains inside the building.

The work proposed must be carried out in strict accordance with the Municipal requirements.

Your attention is drawn to the objections and notes on the reverse.

Assistant Engineer, (Buildings)

Note:- (1) Work should not be started until (C) is complied with.  
 (4) Executive Engineer, (Bldg.).

mbg./23.2

P.T.O.



*Note.*—Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 41 of the said Act.

Under Bye-law No. 8 the Commissioner has fixed the following levels:—

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

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

"(b) Not less than 2 feet above every portion of the ground within 5 feet of such building.

"(c) Not less than 88 feet 5 inches above Town Hall Datum."

#### NOTES

1. No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 381-A of the Municipal Corporation Act. All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates on hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap cover, in one piece, with locking arrangement provided with a bolt and nut screwed on tightly serving the purpose of a lock and the warning pipes of the cisterns protected with screw on dome shaped pieces (like a garden zari rose) with copper plates with perforation each not exceeding 1/16" in diameter. The cisterns shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder; the upper ends of the ladder should be curved and extended two feet above the top where they are to be fixed and its lower ends in cement concrete blocks. No broken bottles should be set over boundary walls. This prohibition refers only to broken bottles and not to the use of plain glass for coping over compound wall. The plinth of the water-closets and latrines should be always two feet higher than the centre of the nearest road or the surrounding ground of the owner's premises.

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

3. Your attention is further drawn to the provision of Section 353-A about the necessity of submitting completion certificate with a view to enable the Municipal Commissioner for Greater Bombay to inspect your premises and to grant a permission before occupation and penalty for non-compliance under Section 471.

4. Proposed date of commencement of work should be communicated as per requirements of Section 471(1)(a) of the Bombay Municipal Corporation Act.

5. Louvers should be provided as required by Bye-law No. 5(b).

6. Lintels or Arches should be provided over Door and Window openings.

7. The drains should be laid as required under Section 234-1(a).

8. The inspection chamber should be plastered inside and outside.

9. As the proposed addition is intended to be carried out on old foundations and structures I cannot take upon myself the responsibility of approving the proposal if notwithstanding this you choose to carry out you will do so at your own risk.

10. This approval does not entitle you to the licence for the storage of timber and bamboos for building purposes which may be necessary, the application for which should be forwarded to the Assistant Superintendent of Licences (Suburbs) at the Central Suburban Municipal Offices, 2nd floor, Waterfield Road Bandra for consideration on merits.

11. One more copy of the block plan should be submitted for the Collector, Bombay Suburban District.

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

(a) Under the new policy, Architect is requested to send the certified copy of the set of plans stating the Municipal C.B. Reference No. to Ward Officer / Ward of Municipal Office (1) St. Martin's Road, Off Hill Road Bandra (2) Gaudar Hall, Swami Vivekananda Road, Andheri (West) (3) Liberty Garden, Bandra (4) Hill Road, Bandra (West).

(b) Similar certified set of approved plans should be employed at the site.

Sub-Engineer, Ward  
and report further.

Executive Engineer (Bldg.).





# Shiv Chhaya Co-op. Housing Society Ltd.

(Regd. No. Bom HSG 1107-01 - 1966)

33, Sir M.V. Road, Andheri (East), Mumbai-400 069

The Deputy Collector of Stamps  
Mumbai

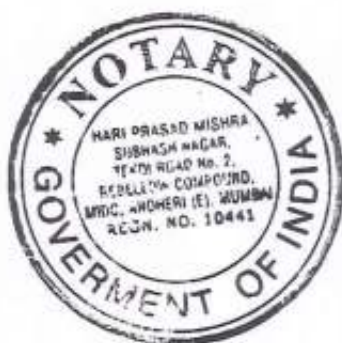
Dear Sir,

We hereby confirm that Mr. Dhurajlal N. Kamdar is a nominal member of our Society and is in ownership and occupying 'B' wing basement of our society.

We further confirm following particulars in respect of the above mentioned basement premises at Shiv Chhaya Co-operative Society Ltd.

1. Address: Shiv Chhaya Co-operative Housing Society Ltd  
'B' Wing Basement  
Opp. Aarasa Hotel,  
Below Central Bank Of India,  
33, Sir M.V. Road,  
Andheri (East)  
Mumbai-400069
2. Municipal Ward: 'K' East, Village : Andheri, Gundavli
3. CTS No-658,658 1,659 & 660
4. Year of construction: 1966
5. Society's registration No. & Date of Registration: BOM/HSG/1107-01-1966.
6. No of floors: Basement, Ground floor +3 Upper floor without lift
7. Built up Area: 1900 sq. ft.
8. Floor of Premises: Basement of 'B' Wing

We are furnishing above information for the purpose of ascertaining the Stamp Duty on request of the Nominal Member.



For Shiv Chhaya CHSL

Secretary





દ.દર-૧/  
 ૨૬૦૬ | ૧૬  
 ૨૦૦૬  
 - 5 # 659

ગામ નામ: હલકુ પાલે  
 અ.વા.નં. આદિ અનુબંધ નં. ૧  
 નવકલ તપાસણી કરનાર: જી.કે.એલ. ૨૭-૦  
 નવકલ



સિરી નવકલ  
 સ્થાપન અધિકારી, ગંધેરી



EMBED CARD

5038

C.T.S. No.

दर-१/

2608/96  
2008

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वर्ज

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नक्का

नक्का

नक्का तपासणी करणारे 5/10/2



खरी नक्का





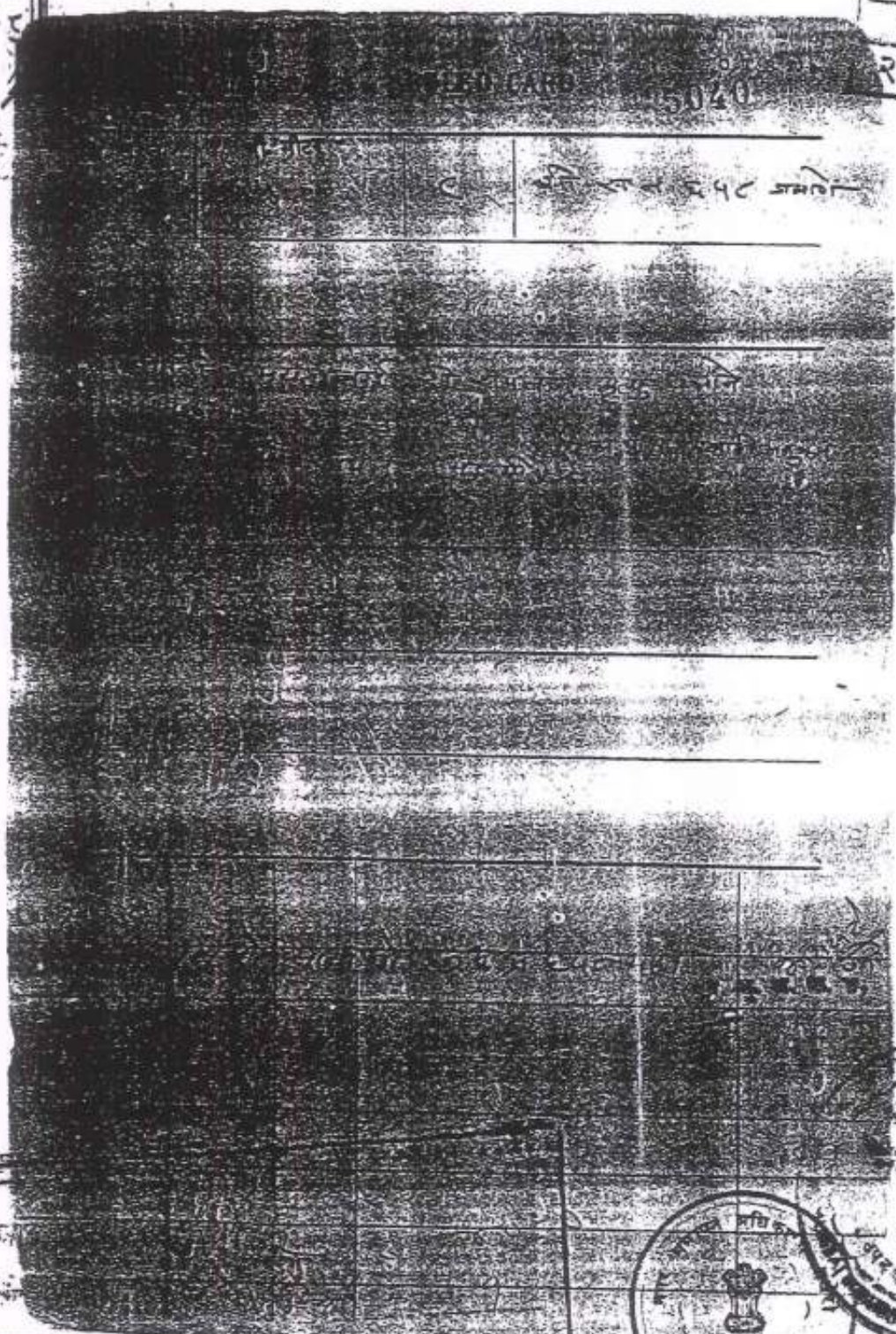
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खारी नक्कल  
प्रत्यक्ष प्रमाणन अधिकारी, बंसेरी



बंदर-२/  
 २६०७/१८  
 २००६

CTS #660



नक्कल तपासणी करणारे (अधिकारी)  
 नक्कल तपासणी करणारे (अधिकारी)  
 नक्कल तपासणी करणारे (अधिकारी)  
 नक्कल तपासणी करणारे (अधिकारी)



खरी नक्कल  
 बंदर प्रमाणित अधिकारी, अंधार





बदर-१/  
२६०६/२०  
२००६

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
AAIPS9187J



नाम /NAME  
CHIRAG ASHOK SHAH

पिता का नाम /FATHER'S NAME  
ASHOK POPATLAL SHAH

जन्म तिथि /DATE OF BIRTH  
24-09-1972

हस्ताक्षर /SIGNATURE

*Chirag*

आयकर निदेशक (प्रणाली)  
DIRECTOR OF INCOME TAX (SYSTEMS)

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
AACPS0721N



नाम /NAME  
POOJA CHIRAG SHAH

पिता का नाम /FATHER'S NAME  
MAHENDRA CHIMANLAL SHAH

जन्म तिथि /DATE OF BIRTH  
02-09-1975

हस्ताक्षर /SIGNATURE

*Pooja*

आयकर निदेशक (प्रणाली)  
DIRECTOR OF INCOME TAX (SYSTEMS)



PERMANENT ACCOUNT NUMBER  
AGDPK3476F  
NAME  
NARSIDAS DHIRAJLAL KAMDAR  
FATHER'S NAME  
NARSIDAS MEGHJI KAMDAR

DATE OF BIRTH  
28-03-1941

SIGNATURE  
DIRECTOR OF INCOME TAX (SYSTEMS)

बंदर-१/  
२६/२७  
२००६





03/04/2006

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

वदर1

दस्त क्र 2694/2006

4:04:53

अंधेरी 1 (बांद्रा)

दस्त क्रम नं.: 2694/2006

दस्ताचा प्रकार: करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1. नाव: पुजा विराग शाह - -  
पत्ता: घर/फ्लॅट नं: 12-बी  
गल्ली/रस्ता: -  
ईमारतीचे नाव: शिवकृपा एच  
ईमारत नं: -  
पेट/वसाहत: ओल्ड नागरदास रोड  
शहर/गाव: अंधेरी  
तालुका: -  
पिन: 69  
पैन नम्बर: AACPS 0721

लिहून घेणार

वय 31

सही

Pishah



2. नाव: विराग अशोक शाह - -  
पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: -  
तालुका: -  
पिन: -  
पैन नम्बर: AAIPS 9187 J

लिहून घेणार

वय 34

सही

Viraag



3. नाव: विरजलाल एन. कामदार - -  
पत्ता: घर/फ्लॅट नं: जी-13  
गल्ली/रस्ता: एम व्ही रोड  
ईमारतीचे नाव: शिवछाया सोसा.,  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: अंधेरी  
तालुका: -  
पिन: 69  
पैन नम्बर: AGDPK 3

लिहून घेणार

वय 64

सही

Kamdar



वदर-१/

28-05/22

२००३



दस्तऐवज करून देणार तथ्यावधीत [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 1

दस्त क्र. [वदर1-2694-2006] चा गोषवारा  
बाजार/मुल्य : 2670000 मोबदला 2700000 भरलेले मुद्रांक शुल्क : 135000

दस्त हजर केल्याचा दिनांक : 03/04/2006 03:59 PM

निष्पादनाचा दिनांक : 03/04/2006

दस्त हजर करणा-याची सही :

*P. S. K.*

दस्ताचा प्रकार : 25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 03/04/2006 03:59 PM

शिक्का क्र. 2 ची वेळ : (फ्री) 03/04/2006 04:03 PM

शिक्का क्र. 3 ची वेळ : (कडुली) 03/04/2006 04:04 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 03/04/2006 04:04 PM

दस्त नोंद केल्याचा दिनांक : 03/04/2006 04:04 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीस ओळखतात,  
व त्यांची ओळख पटवितात.

1) मितेश भट - - घर/प्लॉट नं: 22

गल्ली/रस्ता: -

ईमारतीचे नावा जाली जीवन

ईमारत नं: -

पेट/यसाहत: -

शहर/गाव: बोरीवली

तालुका: -

पिन: 103

2) तुषार जपी - - घर/प्लॉट नं: घरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नावा -

ईमारत नं: -

पेट/यसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

दु. निबंधकाची सही  
अंधेरी 1 (बांद्रा)

पावती क्र.: 2705 दिनांक: 03/04/2006

पावतीचे वर्णन

नांव: पूजा शिराग शाह - -

27000 : नोंदणी फी

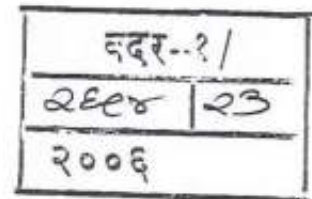
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(अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

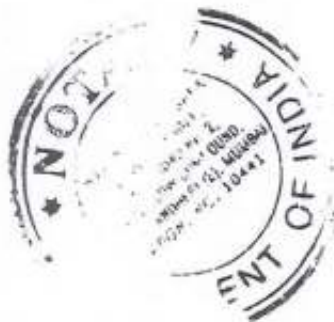
27460: एकूण

दु. निबंधकाची सही, अंधेरी 1 (बांद्रा)



अमाणित करबेत येते की, बा  
इस्तामचे एकूण...२३...पाने आहेत

सर. हुषम निबंधक, अंधेरी-क. १  
मुंबई उपनगर जिल्हा.



वदर-१/२६९४/२००६

दस्त क्रमांक १. क्रमांक वर

मोदला.

दिनांक: ३/०४/०६

सह हुषम निबंधक, अंधेरी-क. १,  
मुंबई उपनगर जिल्हा.





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DATED THIS DAY OF APRIL 2006

\*\*\*\*\*

SHRI DHIRAJLAL N. KAMDAR

..VENDOR

TO

MRS. POOJA C. SHAH &amp; ANOTHER

..PURCHASERS

AGREEMENT FOR SALE

M/s. Mehta & Co.,  
Advocates & Solicitors,  
S. P. Centre, 2<sup>nd</sup> floor,  
70. Nagindas Master Road.  
Fort. Mumbai-400 023.  
H/1628





WHEREAS:

- a) By an agreement dated 29<sup>th</sup> March, 1992, the party of first part purchased from (1) Smt. Kusum Thakorebhai Vasi, (2) Smt. Alka Bankim Desai, (3) Smt. Ameeta Jaymin Desai, (4) Smt. Charulata Nitin Patel, all of Mumbai Indian Inhabitants carrying on business in partnership in the firm name and style of M/S. V.K.WAREHOUSING, a partnership firm registered under provisions of Indian partnership Act, 1932 basement premises admeasuring 1900 sq. fts. situate on the western portion of the building of the society known as SHIVCHHAYA CO-OPERATIVE HOUSING SOCIETY LIMITED situated at 33, M.V.Road, Andheri (E), Mumbai - 400 069 at or for the consideration and the terms and condition recorded therein;
- b) The party of first part is a nominal member of SHIVCHHAYA CO-OPERATIVE HOUSING SOCIETY LTD., a society registered under the Maharashtra Co-operative Society's ACT, 1960 at No.BOM/HSG/1107 of 1966 having its registered office at Green Bunglow, Sir M. V. Road, Andheri (E), Mumbai - 400 069 ( hereinafter referred to as said society ) holding 5 shares of Rs.50/- each bearing distinctive Nos.121 to 125 ( both inclusive) under share certificate No. 25 issued on 16<sup>th</sup> December, 1974;
- c) By an agreement dated 15<sup>th</sup> December, 1973 between the society therein called as the sellers and M/S. V. K. WAREHOUSING therein called as the buyers were allotted the premises admeasuring 1900sq.fts. of the basement situate on the western portion of the building of the society known as "SHIVCHHAYA" (hereinafter referred to as the said basement premises) at or for the consideration and terms and conditions recorded therein and put the buyers in the possession of the basement premises;
- d) By an Agreement dated 1<sup>st</sup> August, 1974 and made between M/S. V. K. WAREHOUSING, therein called the party of first part and M/S. STANDARD LITERATURE COMPANY PVT. LTD. ( company ) ( herein the party of second part ) M/S. V. K. WAREHOUSING permitted the company to store goods of the company in the part of the said basement premises admeasuring about 775sq.fts. and the said company had agreed to pay Rs.900/-per month as godown charges and has deposited a sum of Rs.8000/- ( Rupees Eight Thousand Only ) with M/S. V.K.WAREHOUSING for the due performance of the terms of the said agreement. The said agreement was for the period of 11 months commencing from 1<sup>st</sup> August, 1974;

....3...



- e) The party of the second part was and is in the continuous use, occupation and possession of the part of the said basement premises ;
- f) The party of the second part is now no more desirous of continuing to occupy the said part of the premises and has offered to surrender the said part of premises and all right, title, interest therein of the party of the second part in favour of the party of first part.;

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

1. The party of the second part records and confirms that it was in use, occupation and possession of portion of the said premises i.e. 775sq.ft. in the basement of 'B' wing situate on the western portion of the building of the society known as SHIVCHHAYA CO-OPERATIVE SOCIETY LTD. Situated at 33, M.V.Road, Andheri (E), Mumbai 400 069.
2. The party of the second part hereby declares that it was in continuous use, occupation possession thereof i.e. the said portion of the said basement premises and till handing over possession thereof to the party of first part and that it is entitled to enter in to this agreement and that save and except the party of second part no other person has any share, right , title , interest or claim of any nature whatsoever in the said portion of the said premises or any part including by the way of sub-tenancy, leave and license, inheritance, lease , sub-lease etc.
3. The party of the second part declares that it has not created any right, title, and interest of any nature whatsoever including in the nature of sub-license, in respect of said portion of the said premises.
4. The party of the second part declares that it was the only person entitled to and interested in the said portion of the said premises as also the occupancy rights thereof and that no person had any share, right, title, interest or claim of any nature whatsoever therein.
5. The party of the second part confirms, records and agrees that on or before the execution of these presents it has vacated and handed over quite, vacate and peaceful possession of the said premises to the party of the first part and the party of first part admits and confirms that he has received such possession.

6. The party of the second part hereby records , confirms and agrees that it has surrendered all its rights, titles, claims and demands in the said portion of the said premises and/or against the party of the first part and has relinquished and extinguished its rights, titles, claims, interests and demands in to or upon the said portion of the said premises and/or against the party of the first part.
7. The party of the second part hereby confirms that it has received a sum of Rs.8000/- ( Rupees Eight Thousand Only ) being the refund of the security deposit from the party of the first part.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and the year first herein above written.

THE SCHEDULE ABOVE REFERRED TO.

All that the demised premises having area of which is 775sq.fts. being a portion of 'B' wing basement situate on the western portion of the building known as SHIVCHHAYA CO-OPERATIVE HOUSING SOCIETY LIMITED situated at 33 , M.V. Road , Andheri (East) , Mumbai - 400 069.

SIGNED, SEALED AND DELIVERED BY )  
the withinnamed SHRI DHIRAJLAL N. )  
KAMDAR in the presence of..... )

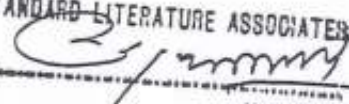
(Kamdar)

1) MR. GEO. RAJAN

2) MR. MAULIK D. KAMDAR



SIGNED, SEALED AND DELIVERED BY  
the withinnamed party of the second part  
STANDARD LITERATURE ASSOCIATES,  
through its Branch Manager, Shri.T.G.Rajan  
who holds the Power of Attorney, and is the  
principle officer of the company.  
MR. T . G . Rajan  
Being its Authorised person who has in token  
thereof signed hereto in presence of.....

STANDARD LITERATURE ASSOCIATES  
  
MANAGER

1) MR. GEO. RAJAN

2) MR. MAULIK D. KAMARKAR

DATED THIS 25 DAY OF MAY, 2001

BETWEEN  
SHRI DHIRAJLAL N. KAMDAR  
AND  
STANDARD LITERATURE ASSOCIATES

AGREEMENT