

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT.

NOT TRANSFERABLE

Receipt No. : 7

DELIVERED

Receipt Date : 06/03/2003

Received From : SAROJ ASHOK GAJERA

On Account of : 102-(II)

MMRDA Counter No. : 7

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
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PO	823644	05/03/2003		0	6900.00
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Bank Name : ANDHRA BANK (ANB)
Branch Name : OPERA HOUSE (OPH)

DELIVERED

Case No. :

Lot No. :

Lot Date :

Total रु. ५९००

Sr. No.	Description of Stamps / Franking	Quantity	Amount (In Rs.)
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9000 19
२२२२



DELIVERED



Total :

Rs. : 6900. Rupees : Six Thousand Nine Hundred Only -

Cashier / Accountant

Signature / Designation
Superintendent of Stamps
Mumbai



Monday, March 17, 2003

11:07:18 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 2045

गावाचे नाव कांदिवली

दिनांक 17/03/2003

दस्ताऐवजाचा अनुक्रमांक वदर5 - 01991 - 2003

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: सरोजबेन अशोकभाई गजेरा

नोंदणी फी	:-	4370.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (43)	:-	860.00
एकूण रु.		5230.00

आपणास हा दस्त अंदाजे 11:22AM ह्या वेळेस मिळेल

सह दुकान
बोरीवली 2 (कांदिवली)
मु. 02222 11111

बाजार मूल्य: 436868 रु.
भरलेले मुद्रांक शुल्क: 6900 रु.

मोबदला: 341000 रु.

Sarot Ashok Gajera S.D. 69001

AGREEMENT

R.No. 9 P.O. Rs. 6900/- 880 Rupees Nine Hundred of 1

10th March 2003

This AGREEMENT made and entered into at Bombay this day BETWEEN M/S. ATUL BUILDERS a registered Partnership firm having its office at 114, Shyam Kamal Building B, Agarwal Market, Vile Parle (E), Bombay - 400 057 hereunder called "THE VENDORS" (which expression shall unless the same be repugnant to the context or meaning thereof mean and include their partners for the time being their successor or successors their survivor and survivors and heirs, executors, administrators of last of such survivors and assigns) of the Other Part AND SHRI/SMT/MISS/M/S.

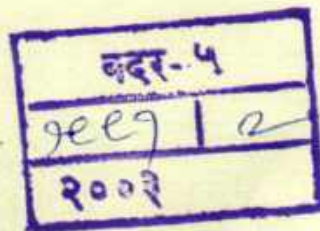
AD

SAROT BEN ASHOK BHAI GAJERA

hereinafter called "THE PURCHASER/S" (which expression shall unless the same be repugnant to the context or meaning thereof mean and include his/her/their respective/heirs, executors, administrators and assigns) of the Other Part :

Shri Atul Builders

Done 1934 13/2/13

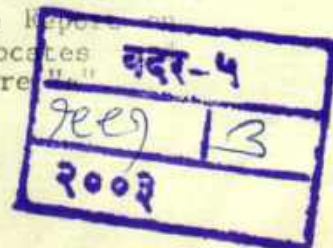


GENERAL STAMP OFFICE
EXTENDED SALES COUNTER
MUMBAI BLDG. BANDRA (E)
MUMBAI - 400 051
MAHARASHTRA
INDIA
RS 0006900/-
281993
00047
-6.3.2003
11060008154

BY, SUPERINTENDENT OF STAMPS
BANDRA

WHEREAS :

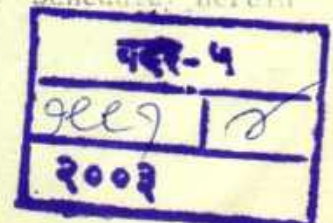
- (i) 1) SHRI FRANCIS ANTON VAITY, 2) JOSEPH ANTON VAITY, 3) SMT. PASKY ZURAN VAITY, 4) SMT. JANU FRANCIS KENI and 5) SMT. PAULIN PASKU KOLI, (hereinafter called "THE OWNERS") are seized and possessed and otherwise well and sufficiently entitled to the land bearing Survey No. 94, H.No. 8, C.T.S. No. 167, admeasuring 2093.40 sq.mts or thereabouts and more particularly described in the First Schedule hereunder written, situate at Village Kandivali, Taluka Borivali, District Mumbai Suburban within the Registration District and Sub-District of Mumbai city and Suburban (hereinafter referred to as the said property).
- (ii) By an Agreement for sale dated 27th December 1993 the said Owners have agreed to sale the said property to M/S. ATUL BUILDERS, the Vendors herein on the terms and conditions therein contained.
- (iii) As such the Vendors are well and sufficiently entitled to develop the said property more particularly described in the First Schedule hereinunder written.
- (iv) The Vendors are constructing on the said property described in the First Schedule hereinunder written (hereinafter referred to as "the said plot") a building to be known as "BLUE REGENCY" consisting of flats, shops, garages, Covered car parking spaces, etc., in accordance with the sanctioned plans and specifications. The said land and the said buildings are hereinafter referred to as "THE SAID PROPERTY".
- (v) The Vendors have the sole and exclusive right to sell the flats, shops, garages, parking spaces etc. in the said building/s to be constructed by the Vendors on the said plot and to enter into agreement/s with the purchaser/s of flats, shops, garages, parking spaces etc. and to receive the sale price in respect thereof.
- (vi) Prior to the execution of this Agreement the Purchaser/s have demanded from the Vendors and the Vendors have given inspection to the Purchaser/s of all the documents of title relating to the said plot, the Development Agreement and Power of Attorney and the plans, designs and specifications prepared by the Vendor's Architects 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 Act") and the rules made thereunder including property card or extract of Village Form VI or VII and XII or any other relevant revenue record showing the nature of the title of the Vendors to the said plot on which the Flats, Shops, etc. are to be constructed. The Purchaser/s shall not be entitled to investigate the title and rights, powers, claims, demands or objections shall be raised on any matter relating thereto and howsoever in connection herewith and copies of the plans and specifications of the Flat/Shop agreed to be purchased by the Purchaser/s and a copy of the Report on Title issued by the Advocates and Solicitors engaged hereto and marked Annexure



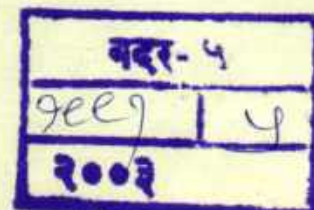
- (vii) The Vendors have obtained from the Municipal Corporation Greater Mumbai I.O.D. in respect of the building to be constructed on the said Property known as "BLUE REGENCY" consist of 'A' & 'B' wings bearing No. CHE/A-0014/ BP(WS) AR dated 24/07/1996 (copy hereto annexed as Annexure "B") & obtained the C.C. bearing No. CHE/A-0014/BP (WS)/AP/AR dated 04/09/1996 (copy hereto annexed as Annexure "C") as per the specifications; elevations, sections and details of the building.
- (viii) While sanctioning the said plans, concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to observed and performed by the Vendors while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concerned local authority.
- (ix) Prior to making application as aforesaid, as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976, the Purchaser/s has have made a declaration to the effect that neither the Purchaser/s nor the members of the family (family as defined under the Urban Land Ceiling & Regulation Act, 1976) of Purchaser/s own tenements, house or building within the limits of Bombay Municipal Corporation.
- (x) Relying upon the said application, declaration and agreement, the Vendors agreed to sell to the Purchaser/s a Flat/ Shop at the price and on the terms and conditions hereinafter appearing.
- (xi) Under Section 4 of the said Act, the Vendors are required to execute a written Agreement for Sale of the said Flat/Shop to the Purchaser/s being in fact these present and also to register the said Agreement under the Registration Act.
- (xii) The Copies of property card and 7/12 Extract in respect of the Plot described in the First Schedule is annexed hereto marked as Annexure "D" & "E" respectively.

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

1. The Vendors shall construct the said building/s being Building "BLUE REGENCY" of ground/stilt and several upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the _____ with only such variations and modifications as the Vendors may consider necessary or as may be required by the concerned local authority/ the _____ in them or any of them, and the particulars described in First Schedule, herein referred to as the said Property.



2. The Vendor have informed the Purchaser and the Purchaser is aware that the Vendors propose to develop the said property by doing construction thereon of Buildings (consisting wings) as per the layout in respect thereof prepared as aforesaid. The development work would be carried out by the Vendors in a phased manner as per the phased development programme to be determined by the Vendors in their absolute discretion from time to time. Pursuant to that, the Vendors have commenced construction of the said Buildings. The Vendors may as required by the concerned authorities and/or in their (i.e. Vendors) absolute discretion from time to time vary, amend and/or alter, the layout plan of the said property or the Building Plans in respect of one or more such Buildings. As part of such variation amendment and/or alteration in the layout and/or in the Building Plans, the Vendors may also construct additional buildings, wings and/or additional construction by way of extension of one or more wings to the proposed buildings and also to the Building/s now under construction. The Vendors have also reserved to them right to make changes in the Building plan of the said property (layout) so as to construct additional floors in the event of the Vendors obtaining Transferable Development Rights (TDR) in respect of Floor Space Index (FSI) of other properties for utilisation thereof on the said property in accordance with the provisions of the Development Control Rules applicable to Greater Bombay. Accordingly the Vendors shall have absolute discretion from time to time amend/alter/modify/vary the layout plan in respect of the said property and/or the Building Plans in respect of the said property and/or the Building Plans in respect of one or more of the said Buildings. The Purchaser hereby irrevocably agrees and gives his consent to the Vendors carrying out amendments, alterations, modifications, and/or 'variations' to the layout plan as well as same Building plan in which said Flat is located in respect of the said property for constructing independent additional structures or one or more Buildings to be constructed (even if not envisaged at present) and/or in respect of the Buildings now under construction on the said property as aforesaid. The Purchaser hereby also gives his Irrevocable consent to the Vendors developing the said property in such phased manner as the Vendors may determine even after the Vendors shall have given to the Purchaser possession of the premises hereby agreed to be sold to the Purchase, the Vendors shall accordingly be entitled to develop the said property in a phased manner to be determined from time to time by Vendors, including by making changes from time to time in the layout Plan and Building Plan in respect of the said property and/or in the Building Plans of one or more Buildings to be constructed as aforesaid, including the buildings which at present are not envisaged by the Vendors. The Purchaser hereby agrees to give all facilities and assistance, the Vendors may required from the Purchaser after the Vendors deliver the possession of the said premises to be sold to the Purchaser but all the costs and expenses of the Vendors so as to enable the Vendors to complete the development



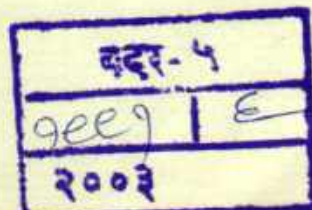
of the said property in the manner that may be determined by the Vendors.

3. The Buildings shall be constructed by the Vendors in accordance with the Building Plans prepared by the Architect SHRI ASHOK D. GANDHI and sanctioned by the concerned authorities as aforesaid with such modifications thereto as the Vendors may incorporate therein as aforesaid. It is expressly agreed that the said premises shall contain (save and except garage, car parking space, area covering stilt) be of a normal brick structure with cement plaster and cement flooring specifications, fixtures, fittings and amenities as set out in the Second Schedule hereunder written and the purchaser confirms that the Vendors shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said premises. Vendors shall have right without any reference to the Purchaser to vary or modify such amenities or specifications and purchaser shall not arise any objection in respect thereof.
4. The sanctioned Building Plans from the Concerned authorities in respect of the said Buildings will remain open for inspection on all working days during office hours at the building site. The Purchaser has seen plans I.O.D. & C.C. as approved and has satisfied him/her self about the same.
5. The Purchaser has made inquiries and is satisfied that the title of the owners to the property described in the First Schedule hereunder written and the Authority of the Vendor to develop the same is marketable and free from encumbrance. The Purchaser has inspected the original title certificate issued by M/S.-_____

The Purchaser undertakes not to raise any objection to the title of the owners to the said property or authority of the Vendors to develop the same.

6. The Vendor shall sell to the Purchaser and the Purchaser shall purchase from the Vendors, Flat/Shop/Parking Space/Garage No. 103/A on the 1st Floor of Wing _____ of Building "BLUE REGENCY" being constructed on the said property (herein referred to as "the said Premises"). The 2112 Sq.Ft. area of the said premises is " 2112 " Sq.Ft. inclusive of the balcony if any. The plan in respect of the said premises is hereto annexed and marked ANNEXTURE 'F'. The Building "BLUE REGENCY" in which the said premises are to be located is herein referred to as "the said Building".

7. The Purchaser shall pay to the Vendors the sum of Rs. 341000/- (Rupees Three lac forty one thousand only) as the purchase price in respect of the said premises. The said purchase price shall be paid by the Purchaser to the Vendors in accordance with the conditions under :-



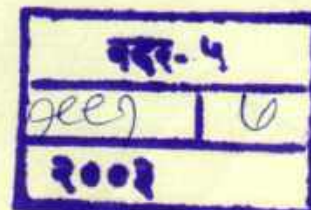
341000/-

1. 20% On execution of Agreement.
2. 10% On completion of plinth.
3. 7% On Completion of 1st Slab.
4. 7% On Completion of 2nd Slab.
5. 7% On Completion of 3rd Slab.
6. 7% On Completion of 4th Slab.
7. 7% On Completion of 5th Slab.
8. 6% On Completion of 6th Slab.
9. 6% On Completion of 7th Slab.
10. 6% On Completion of 8th Slab.
11. 4% On completion of external & internal brick masonry work
12. 4% On completion of external & internal plaster
13. 4% On completion of plumbing and electricity work
14. 5% On completion of possession.

A certificate forwarded to the Flat purchaser that a particular stage of construction is complete which certificate issued by the Architects employed by the Vendors shall be sufficient proof that a particular stage of construction is complete. It is agreed that the Purchaser shall thereupon accordingly pay to the Vendors the installment of the Purchase price.

8. It is expressly agreed and the Purchaser is aware that as a result of change in the layout plan of the said property and/or in the Building Plan of the said property and/or in the building plans of the said building the shares of the said premises and/or the Purchaser in the said common areas and facilities may increase or decrease. The purchaser hereby expressly authorizes the Vendors to so increase or reduce the said share of the premises and/or of the Purchaser in the said common areas and facilities of the said building and/or the said property and the Purchaser hereby irrevocably agrees to accept the said share as changed as aforesaid.

9. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in Clause 7 above shall be the essence of the contract. In the event of the purchaser making any default in payment of the installments of the purchase price, the Vendors will be entitled to terminate this agreement and in the event all the monies paid hereunder by the Purchaser shall be refunded to the Purchaser by the Vendors without any interest, compensation, damage or cost. The Vendors will be entitled immediately after the termination of this

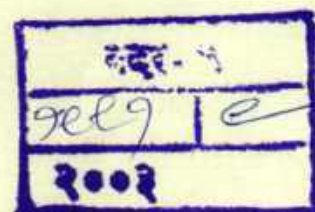


Agreement to sell and/or dispose off or to deal with said premises in favour of any other party and the Purchaser herein will have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Vendors and/or the said premises and/or the said property.

10. Without prejudice to the above and the Vendors other rights under this agreement and/or in law the Vendors may at their own option accept from the Purchaser the payment of the defaulted installments in the Purchaser paying to the Vendors interest on the defaulted installments at the rate of 24% per annum for the period of which the payment has been delayed. In that case after the payment of defaulted installments with interest Purchaser/s shall not be entitled to ask for the possession in the Schedule time mention in the Agreement, because construction work is also delayed in view of their defaulted installments of payment.
11. The possession of the said premises shall be given by the Vendors to the Purchaser on or before the 21 months from Execution of this Agreement or such other dates (that may be agreed upon by and between the parties subject to the availability of cement, steel, water and other building materials and subject to strikes, labour, troubles, civil commotion Act of State or any Act of God such as earthquake, flood or any other natural calamity and act or other reason beyond the control of the Vendors in such event the time for completion of the Building and delivery possession of the said premises shall be automatically extended for such further time as the Vendors may determine under any circumstances the purchaser shall not be entitled to claim any damages whatsoever on account of delay or default in giving possession of flat. If the Vendors shall fail to give possession of the said premises on the aforesaid date and/or such further date as may be mutually extended then it shall be at the option of the Purchasers to terminate this Agreement in which event the Vendors shall forthwith on demand refund to the Purchaser all the monies paid by the Purchaser to the Vendors herein together with simple interest at the rate of 9% per annum from the date of the receipt of the respective amounts by the Vendors provisions of this clause shall be subject to what is provided in Section 8 of the Maharashtra Ownership Flats Act, 1963.
12. Nothing contained in this Agreement shall be constructed so as to confer upon the Purchaser any right whatsoever into or over the said property or the said Buildings or any part thereof including the said premises. It is agreed by and between the parties that such conferment shall take place on the execution of the conveyance in favour of a Co-operative Society as hereinafter mentioned.

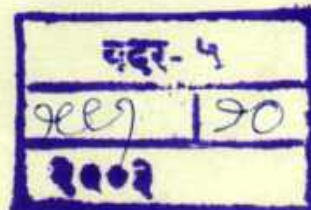


13. The Purchaser shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, parking spaces, staircase, stilt, recreation spaces, lobbies terrace and other premises will remain the property of the Vendor until the said Buildings are transferred to the proposed Co-operative Society as hereinafter mentioned, subject however, to the rights of the Owners and/or Vendors as herein stated.
14. It is hereby expressly agreed that the Vendors shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or commercial user, shops, consulting rooms, banks, community hall, stalls or any other non-residential user as may be permitted by the Concerned Authorities and/or any other user that may be permitted by the said Authorities and the Purchaser shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly the Purchaser shall not object to the use of the other premises in the said Building for the aforesaid purpose by the respective Purchasers thereof. The Flat Purchasers shall use the flat shop or any part thereof or permit the same to be used only for the residence/commercial purpose only for what it is actually allotted. He shall use the garage or parking space only for the purpose of keeping or/parking the Flat purchaser's own vehicle.
15. IT IS HEREBY AGREED that the terrace on the said Building shall always belong to the Vendors and they shall be entitled to deal with and dispose of the same in such manner as they may deem fit. In the event of the Vendors obtaining permission from the Concerned Authorities for constructing more premises on the terrace then the Vendors shall be entitled to dispose of such premises proposed to be constructed by them on the terraces together with the terraces to such persons and at such rate and on such terms as the Vendors may deem fit. The Vendors shall be entitled in that event to allow use of such entire terrace to the Purchasers of such premises proposed or constructed on the terraces and the terraces shall then be in exclusive possession (as owner) of the Purchasers of such premises proposed or constructed on the terrace. In the event of the Vendors constructing more than one premises on the terraces, the Vendors shall be entitled to dispose of the concerned premises together with the portions of the terraces proportionate to and/or appurtenant thereto. The society that may be formed by the Purchaser of premises as stated hereinafter shall admit as its members the purchasers of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank on the terrace with the exclusive right to storage building being constructed or any other facility being provided on the terrace then the Society shall be entitled to depute



its representative to go to the terrace for the regular check up and upkeep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such time as may be on the terrace and the Society. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building if any, shall belong exclusively to the respective purchasers of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the flat purchaser till the permission in writing is obtained from the concerned local authority and the Vendors or the Society or as the case may be, the Limited Company.

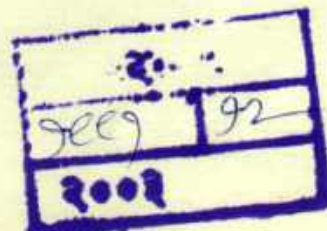
16. Until execution of the Conveyance as herein mentioned the Vendors shall have full right, if so permitted by the Concerned authorities, to make additions to the said Buildings and such additional stories shall be the property of the Vendors. The Vendors shall be entitled to dispose off such additional story in such manner as they may deem fit. Similarly until the execution of such conveyance the Vendors shall if permitted by the concerned authorities and/or if the Vendors shall so desire they as Vendors shall be entitled to construct additional structures on the said property or any portion or portions thereof and the Vendors shall be entitled to dispose off the premises in such additional structures as the Vendors may deem fit. In case the Vendors shall as herein provided cause the owners to execute separate conveyances in respect of any portion of the said property with structures standing on such portion, the Vendors shall even after an execution of such conveyance be entitled to construct additional structures on the remaining portions of the said property if so permitted by the Concerned Authorities and as may be desired by the Vendors. The right of the Purchasers herein shall be confined only to the said premises and the structures (i.e. Building in which the said premises are located) and Purchasers and/or Society formed for the purpose of such building shall have no right on any other portion of the said property and/or the structures constructed and/or to be constructed thereupon. It is expressly agreed and confirmed by the Purchaser that the right of the Vendors to construct the additional floors on the said buildings is an integral part of this contract for the sale of the said premises to the Purchaser and the Purchaser hereby expressly agrees that he/she/they will not in any manner object to the Vendors constructing such additional structures or carrying out any additional construction work on the said property or on any portion or portions thereof. The Purchaser hereby gives his/her/their irrevocable consent to the Vendors carrying out construction of additional storeys and additional structures as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the Building Plans as may be approved by the concerned authority.



17. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of said premises the Vendors shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said property. The Vendors shall be free to construct additional structures like sub-station for electricity, Co-operative Society's office, Co-operative Departmental Stores, temple or place workshop, covered and enclosed garages, in open compound underground and overhead tanks, structures, watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or layout plan of the said property. The Purchaser shall not interfere with the rights of Vendors by raising any disputes or Court Injunctions under Section 7 of the Maharashtra Ownership Flat Act, 1963 and/or under any other provision of any other applicable law. The Vendors shall always be entitled to sign undertakings and indemnifies on behalf of the Purchaser as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of their scheme for development of the said property.
18. As soon as the said Building is notified by the Vendors as complete each of the Purchasers of the Premises in the said building (including the purchaser herein) shall pay the respective arrears of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said building. If any of the Purchasers fail to pay the arrears in spite of the notice the Vendors will be entitled to terminate the agreement with such purchaser. The flat purchaser shall occupy the said flat immediately or within 15 days of the Vendors giving written notice to the flat purchaser intimating that the said flat is ready for use and occupation.
19. The Purchaser hereby agreed and undertaken to execute and deliver a letter according consent under Section 7 of the Maharashtra Ownership Act without raising any objection.
20. The Purchaser hereby agrees and confirms that in the event of the purchaser insisting on observance and performance of any terms and conditions of this agreement or for carrying out any requirements and is unable or unwilling to comply with the same irrespective of the nature of such requisitions, requirements or obligations, then the vendors shall have an option to terminate this agreement and pay back all the amounts paid by the Purchaser to the Vendors is provided under the provisions of the Maharashtra Ownership Flats Act and the purchaser shall not be entitled to insist upon and require the purchaser to execute or discharge such requisitions requirements or the obligations as the case may be.



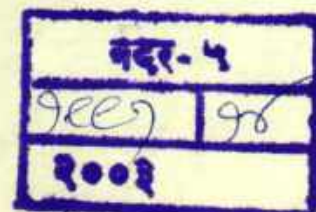
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18. As soon as the said Building is notified by the Vendors as complete each of the Purchasers of the Premises in the said building (including the purchaser herein) shall pay the respective arrears of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said building. If any of the Purchasers fail to pay the arrears in spite of the notice the Vendors will be entitled to terminate the agreement with such purchaser. The flat purchaser shall occupy the said flat immediately or within 15 days of the Vendors giving written notice to the flat purchaser intimating that the said flat is ready for use and occupation.
19. The Purchaser hereby agreed and undertaken to execute and deliver a letter according consent under Section 7 of the Maharashtra Ownership Act without raising any objection.
20. The Purchaser hereby agrees and confirms that in the event of the purchaser insisting on observance and performance of any terms and conditions of this agreement or for carrying out any requirements and is unable or unwilling to comply with the same irrespective of the nature of such requisitions, requirements or obligations, then the vendors shall have an option to terminate this agreement and pay back all the amounts paid by the Purchaser to the Vendors is provided under the provisions of the Maharashtra Ownership Flats Act and the purchaser shall not be entitled to insist upon and require the purchaser to discharge such requisitions requirements or the obligations as the case may be.



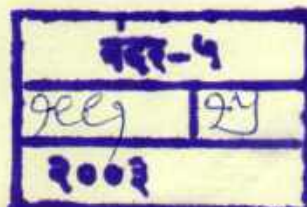
21. The Vendors shall in respect of any consideration amount remaining unpaid by the Purchaser under the terms and conditions of this agreement will have first lien and charge on the said premises agreed to be allotted to the Purchaser.
22. The said society shall be registered only after the said property shall have been fully developed and all the flats, shops and other premises in the said building as also other structures that may be constructed thereon are sold and disposed off and before such time the Purchaser shall not be entitled to call upon the Vendors to form a Society and/or to transfer the said premises. The Purchaser shall become a member of the said Society and the Vendors shall cause the owners to execute the conveyance in respect of the said property in favour of the said Co-operative Society. Until such conveyance is executed the right of the Purchaser herein shall be confined only to the said premises and the Purchaser and/or the Society to be formed for the purpose of the said property shall have no right to any portion of the said property. Such conferment shall take place only in favour of the co-operative Society on the execution of the Conveyance in its favour as aforesaid. In case however, the Vendors shall desire that there should be separate Co-operative Society for one or more buildings of the said layout area as aforesaid shall become members of such Co-operative Society. It is clearly understood and agreed that responsibility for the formation and registration of the said society shall be of the Purchaser and other Purchaser and not of the vendors. Notwithstanding done by the Vendors in that behalf.
23. The Conveyance in respect of such Co-operative Society or Societies shall be executed only after the entire property shall have been fully developed and upon Vendors disposing all premises in said property and upon the Vendors receiving the entire consideration due from all allottees of premises.
24. So long as the various premises in the said building shall not be separately assessed by the Local Body for the purpose of property taxes, water charges and rates the Purchaser shall pay the proportionate share of such taxes, rates and other outgoings mentioned in the First Schedule assessed on the whole building. The Purchaser shall tentatively pay Rs. 1.5 per sq.ft. per month to the Vendors from the date of Purchaser taking possession or occupation.
25. The Purchasers hereby declare that after reading and having understood the contents of the aforesaid documents and all disclosures made by the Vendors the Purchasers with full knowledge of the terms and conditions herein contained entered in this agreement.



26. The Purchasers shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Societies, Associations of Apartment Owners and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.
27. The purchaser agrees to pay total consideration amount payable under the terms of this Agreement and when they become due and payable. Further the Vendors are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excess for non-payment of any amount or amounts due on the respective due dates or events.
28. The Purchaser hereby covenants with the Vendors to pay consideration amount liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Vendors fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Vendors. The Purchaser also agrees and undertakes to give all the facilities to the Owners, the Vendors and other Vendors to carry out additional construction work on the said buildings now under construction and/or to construct additional buildings and structures on the said property.
29. The Purchaser agree and undertake from time to time to sign and execute the application for the formation and registration of the society including the bye-laws of the proposed society within Ten days of the intimation by the Vendors. No objection shall be raised to the changes in the draft Bye-Laws as may be required by the Register of the Co-operative societies and/or other concerned authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Vendors may require him/her/them to do from time to time for safeguarding the interest of the Vendors and the Purchaser of other premises in the said buildings. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Vendors shall so require the co-operative Society shall pass the necessary resolution confirming the right of the owners as aforesaid to carry out additional construction work on the said building and structures on the said property and also confirming the right of the vendors to sell on ownership basis other premises in the Buildings to be constructed on the said property.



30. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said property, and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchaser to the Vendors in the proportion of the area of the said premises to the total area of the said Building.
31. The Purchaser/s shall on demand, deposit with the Vendors his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Vendors to the Local Authority or Body concerned and/or to any other Concerned Authority.
32. The Purchaser shall allow the Vendors and their surveyors and Agents with or without workmen and other at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the Buildings and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Buildings and also for the purpose of cutting off the supply of water and other services to the premises of any other premises owners in the said Buildings in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their shares of the local Body property taxes and other outgoings in the charges for electricity consumed by the Purchasers.
33. In the event of the society formed and registered before the sale and disposal by the Vendors of all the premises in the said Buildings as also the completion of construction of additional structures and/or sale and disposal of premises in the said Buildings on the said property and/or the additional structures, the powers and authority of the society or Association so formed of the Purchase's in the said Buildings and the Purchasers of the other premises shall be subject to the powers of Vendors in all the matters concerning as also of the additional structures and all amenities pertaining to the same and in particular the Vendors shall have absolute authority and control as regards any unsold premises and the sale thereof. In the event of the transfer of the property being effected earlier for any reason whatsoever then in such case all the rights of the Vendors under this Agreement shall be in full force and binding upon the transfer and all its members.
34. The Purchaser shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature to the said premises or any part thereof without the written permission of the Vendors.



The Purchaser shall keep the said premises, walls, partitions, sewers, drains pipes and appurtenances thereto in good and tenantable repair and condition and in particular the said parts of the said buildings other than his/her/their premises. The purchaser shall not permit the closing of the niches or balconies or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them.

35. After the possession of the said premises is handed over to the Purchaser if any additions or alternations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser of various premises in the said Building at his/her/their own costs and the Vendors shall not be in any manner liable or responsible for the same.
36. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said Building or cause any increase premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building. However it is certified that this does not case any obligation upon the Vendors to insure the Building or premises agreed to be sold to the Purchaser.
37. It is expressly agreed between Vendors and the Purchasers that the Vendors shall be fully entitled to develop the said land described in the First Schedule hereunder written by exploiting and/or utilising all the F.S.I. which may become available thereon under the present Bombay Municipal Corporation Act, Development control Rules and its future amendment or amendments or reenactments and also any additional further or other F.S.I. which may become available by virtue of any new legislation or changes in the present statute Act, or Rules by virtue of any of any new scheme directive or policy being decided, announced, adopted or introduced either by the Bombay Municipal Corporation, State of Maharashtra Central Government or other body or authority at any time hereafter.
38. After the said Building and premises to be constructed by the Vendors on the said property are complete and ready for occupation and after the Society or Association as aforesaid is registered and only after all their premises in the said building that is to be constructed have been sold and disposed off by the Vendors and the other Vendors and after the Vendors shall have received all dues payable to them under the terms of the Agreement with the Purchasers of all the premises in the said building the Vendor shall execute and/or cause to be executed Conveyance of the said premises in respect of the



said property. Until the execution of the Conveyance, the possession of the said property and the said building and premises thereon shall be deemed to be of the vendors and the Purchaser who shall have been given possession of the premises agreed to be sold to him/her/them shall be merely a licensee thereof.

39. The Purchaser will lodge this Agreement for Registration with Sub-Registrar of Assurance of Bombay within the time limit prescribed by the Registration Act and the Vendors will attend the Sub-Registrar and admit execution thereof after the Purchasers inform them of the number under which it is lodged for Registration by the Purchasers. All stamp duty and Registration charges payable in respect of this transaction shall be paid by the flat purchaser alone and Vendors shall not be liable or responsible for the same.
40. The Purchaser is aware that the Vendors have taken Right of Access from the various landlord of adjoining properties to have an access from the LINKING ROAD.
41. The Purchaser hereby agrees and confirms that in the events of if Vendors get sanction 10% terrace (of total area) from the Bombay Municipal Corporation which is not shown in the current plan attached herewith, mark as ANNEXTURE 'D'. In that event Vendors have right to construct the said terrace attached to the said flat & Purchaser will give extra cost, proportionate to the area of the said flat with Agreement amount or the cost decided by the Vendors.
42. The Purchaser hereby agrees & confirms that if builder is providing swimming pool & health club for the proposed society (_____ Co-operative Hsg. Soc.) in that event all the Flat Purchaser or Member will deposit Rs. 10,000/- (Rupees Ten Thousand only) in the account of proposed _____ Co-op. Hsg. Soc. for all the monies received from each members will be kept in fixed Deposit of Bank and Interest received from the Fixed Deposit will be used by the proposed Society for the maintenance of swimming pool and health club.
43. The Buyer shall not object or have any claim against minor variations if any caused due to inaccuracy of human workmanship in measurement during construction of his/her/their premises when ready for use and compared with the plan annexed hereinafter marked ANNEXTURE 'E'.
44. All letters, circulars, receipts and/or notices issued by the Vendors dispatched under certificate of posting to the address known to them of the Purchaser will be sufficient proof of the receipt of the same by the Purchaser and shall completely and efficiently discharge to Vendors. For this purpose the Purchaser has given following Address _____



बंदर-५	
२८९	१०
२००३	

45. The Purchaser shall at the time of delivery of the possession of the said premises pay to the Vendors the following amounts.

	PARTICULARS	565&566 SQ.FT	585 594&595 SQ.FT	570&574 SQ.FT	765 SQ.FT	853 SQ.FT	870/2 SQ.FT	829/30 SQ.FT	1132 905&910 SQ.FT
		RS.	RS.	RS.	RS.	RS.	RS.	RS.	RS.
1	LEGAL CHARGES	1000/-	1000/-	1000/-	1000/-	1000/-	1000/-	1000/-	1000/-
2	SHAREMONEY & APPLICATION FEES	260/-	260/-	260/-	260/-	260/-	260/-	260/-	260/-
3	FORMATION & REGISTRATION OF SOCIETY CHARGES	1000/-	1000/-	1000/-	1000/-	1000/-	1000/-	1000/-	1000/-
4	ELECTRIC METER CONNECTION CHGS.	13000/-	13000/-	13000/-	14000/-	15000/-	15000/-	15000/-	15500/-
	MAINTENANCE DEPOSITS	6700/-	7100/-	6800/-	9100/-	10400/-	10400/-	9900/-	10800/-
	TOTAL	21960/-	22360/-	22060/-	25360/-	27460/-	27460/-	27160/-	28560/-

NOTE : RS. 15/- PER SQ.FT. WILL BE CHARGED AS CORPUS FUND & DEVELOPMENT CHARGES EXTRA.

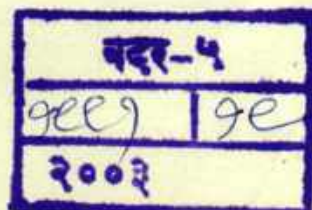
46. The amount paid by the Purchaser as per Clause No.45, which shall not carry any interest and amount paid under Clause 45, i.e. 1, 3, 4 and 6 is not accountable. The said amount after deduction there from the aforesaid outgoings, deposits, legal costs and expenses incurred in formation and registration of a Co-operative Housing Society or a body corporate and any other arrears will be refunded to the said Co-operative Housing Society or the Body Corporate as the case may be when it is formed and registered and the property is finally transferred assigned or conveyed to the said Co-operative Housing Society or the Body Corporate as the case may be provided further and is agreed that notwithstanding the aforesaid deposit the purchase shall pay to the Builders after obtaining occupation certificate of the building a sum of Rs. 500/- per month for his/her/their proportionate share of maintenance taxes and outgoings in respect of the said flat till the society or other incorporate body is formed and registered and charge of the building is handed over to the builders. Purchaser also hereby agrees to pay the stamp duty if required and the same will be accepted without interest.

47. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit of 100 or fire cess is paid to the corporation or to the State Government or betterment charges or development tax prorated cost of security deposit for the purpose of giving water connection or taxes any other tax or payment of a similar nature becoming payable by the Vendors the same shall be reimbursed by the



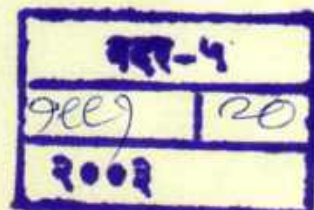
Purchaser to the Vendors in proportion to the carpet area of the said flat agreed to be acquired by the Purchaser and in determining such amount, the decision of the Vendors shall be conclusive and binding upon the Purchaser. These all charges will be liable to the buyer from the date of I.O.D. issued of the said Building

48. It is further agreed between the Vendors and the Purchaser if at the time of execution of conveyance in favour of Co-operative Housing Society that may be formed by all the Purchasers, the Purchasers and/or the said Society shall reimburse to the Vendors I.O.D. deposits and other refundable deposits paid by the Vendors in respect of the said building.
49. The Deed of conveyance and other documents for transferring the title shall be prepared by M/S. **SANJAY S. YEOLE** and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said property.
50. Any delay or indulgence by the Vendors in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Vendors of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Vendors.
51. Irrespective of dispute, if any which may arise between the Vendors and the Purchaser and/or the said Co-operative Society all amounts, contributions and deposits including amounts payable under this Agreement shall always be paid punctually by the Purchaser to the Vendors and shall not be with held by the Purchaser for any reason whatsoever.
52. The Promoters have engaged the services of Architect SHRI ASHOK GANDHI and Planning Architect M/S. DIMENSIONS to design and supervise the construction of the said building and of SHRI P.T. GALA as Structural Engineers, to prepare the structural designs and drawings thereof and the construction of the said building shall be under the supervision of the said and/or Licensed Architects and Structural Engineers and required under the by-laws of the local authorities for the time being in force.
53. The promoters shall be at liberty and entitled to complete any wing/part/portion/floor of the said building and apply for and obtain part-occupation certificate therefore and give possession thereof to the acquirers of such premises, and the buyers herein shall not object to the same; in such event, however, if the buyer takes possession of his premises in such part completed wing/

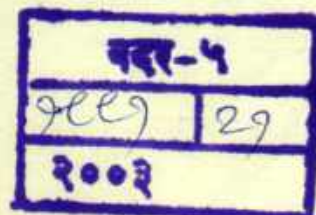


part/portion/floor and the remaining work is carried on by the promoters or their agents or contractors with the buyer occupying his premises, he will not obstruct or object to the carrying on such works even if the same shall cause any nuisance or annoyance to him.

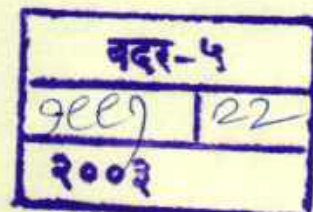
54. The Promoters shall not, if they have collected any contribution from the Buyer, render to the Buyer any separate account of collections made from him and/or of the expenses incurred in respect of his premises; the rendition of consolidated account to the Society and settlement of such account shall discharge the promoters of their responsibilities to refund excess, if any out of such collections made from one or more of the premises-purchasers and/or of recovering the deficit, if any from one or more of them; the premises purchasers as members if the society shall make up and adjust amongst themselves their respective accounts; the buyer shall not be entitled to make any grievances or take any objection to the consolidation of all receipts and expenses in respect of the different premises in the said building as aforesaid.
55. If society is formed, the said Society shall be subject to the overall control and authority of the promoters over all or any of the matters concerning the said building, the construction and the completion of the additional construction thereon and the amenities therein and in particular they shall continue to be entitled to sell and dispose off the unsold premises as they may deem fit to persons of their choice, and the Society and/or its members being on the premises. Purchasers shall not object to the same or refuse to enroll such premises Purchasers as members thereof; despite the transfer of the said lands to the Society by execution of a conveyance the unsold premises shall continue to be the absolute property of the promoters, saleable by them to persons of their choice entirely at their discretion, and such premises shall be deemed to have been brought into the society and vested in it only on the acquires thereof from the promoters being enroll as members of the Society and allotted in consideration thereof shares, deposit receipts and/or loan stock bonds of value equivalent to the cost thereof, the conveyance to be executed in favour of the Society shall contain appropriate covenants to such effect; if any of the premises remain unsold on the date of registration of the society or on transfer of the said land and the buildings constructed thereon to it, the promoters may allow such premises to be used temporarily by the persons of their choice pending to obtain the approval sanction or consent from the society, and neither the buyer herein nor the society nor its members shall be entitled to object to the same; the promoters shall in that event pay to the society only the actual outgoings in respect thereof and shall not be liable to contribute any amount towards sinking fund repairs, water charges (unless consumed), gas, sweeper charges, etc or of any fund provided for under the bye-laws or resolutions of the Society.



56. The Purchaser hereby Irrevocably grants to the Vendors right to modify the terms and conditions of any of the said Agreement, documents and agrees to abide by observe and perform the same agree applicable to the said unit and the Building structures.
57. The Purchaser himself with intention to bind all persons into whosoever hands the said premises may come, both hereby convenient with the Vendors as follows:
- a) To maintain the said premises at Purchaser's costs in good tenantable repair and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the Building in which the said premises is situated and also in the staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the said premises is situated and the said premises itself or any part thereof.
 - b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said premises are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said premises are situated, including entrances of the Building in which the said premises are situated and in case any damage is caused to the Building in which the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequence of the breach.
 - c) To carry at his own cost all internal repairs to the said premises and maintain it said premises in the same condition, state and order in which they were delivered by the Vendors to Purchaser and shall not do or suffer to be done anything in or to the Vendors in which the said premises are situated or the said premises which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

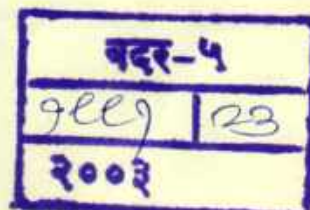


- (d) Not to demolish or cause to be demolished the said premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outsider colour scheme of the Building in which the said premises are situated and shall keep the portion, sewers, drains and pipes and in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the Building in which the said premises are situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Parris or other structural members in the said premises without the prior written permission of the Vendors and/or the Co-operative Society. In case on account of any alterations being carried out by the Purchaser in the said premises (whether such alterations are permitted by the concerned authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains) the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages).
- (e) Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the building in which the said premises are situated.
- (f) Pay the Vendors within 7 days of demand by the Vendors his share of security deposit demanded by the Concerned Local Authority or Government for giving water, electricity or any other service connection to the building in which the said premises are situated.
- (g) The Purchaser shall not let, sub-let transfer assign or part with Purchaser's interest or benefit factor of this agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Vendors under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing of the Vendors for the purpose. Such transfer shall only be in favour of the transferee as may be approved by the Vendors.



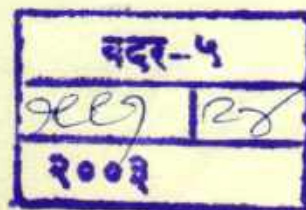
- (h) The Purchaser shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building rules, regulations and the bye-laws for the time being of the concerned Local Authority and the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (i) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the refutals thereof). If the Purchaser neglects, omits or fails to pay for any reasons whatsoever to the Vendors under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Vendors shall be entitled to reenter upon and resume possession of the said premises and everything whatsoever there is and this Agreement shall cease and stand terminated. The purchaser herein agrees that on the Vendors reentry on the premises as aforesaid all the right, title and interest of the Purchaser in the said premises and under this agreement shall cease and purchaser shall also be liable for immediate ejection as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said premises. In that 15% of the moneys paid or agreed to be paid herein by the Purchaser shall stand absolutely forfeited. Purchaser shall have no claims for refund or repayment of the said 15% of the amount and remaining amount shall be paid after sixty days.

58. Until the said property is transferred by the Vendors to the Co-operative Society, by execution of a document of transfer as hereinafter provided and/or possession of the said property is delivered by the Vendors to the Co-operative Society and intimation of the same is received by the Purchaser for the Vendors the Purchaser shall be bound and liable to pay to the Vendors regularly and punctually all contribution and other amounts to be paid by the Purchaser to the Vendors under this Agreement and the Purchaser shall not withhold



any such payment to the Vendors. However if the Vendors in their absolute discretion so desire they shall be entitled to entrust the Management of the said property to the said Co-operative Society or the adhoc Committee for looking after maintenance and management only including collection and disbursement of contribution from the Purchaser of units in the said building towards payment of outgoings and expenses referred to in the Third Schedule hereinafter written. Then in such event the Vendors shall not be under obligation or liability to collect the said contribution or to pay the said outgoing and expenses or any of them or be liable for any consequences arising due to delay in payment or non payment thereof or for any matter concerning maintenance or management of the said property and all responsibilities and liabilities in that behalf be of the said Co-operative Society or the adhoc Committee or the Purchaser as the case may be. In the event of the Management shall be to manage the said units and pay the outgoings. The same shall not effect the rights of the Vendors provided under this Agreement, nor such act on the part of the Vendors shall be deemed to be a waiver of the rights, of the Vendors under this Agreement.

59. The Purchaser is aware that the Vendors shall be paying the maintenance municipal taxes and all the outgoings in respect of whole of the property for and on behalf of the purchaser of the units and it shall be paramount responsibility and obligation of the Purchaser to pay all the outgoings regularly. In the event of the default being committed by the Purchaser herein or any of the Purchaser of any other Units and in such event the Vendors shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, it shall be the responsibility of Purchaser of the Unit and all the Purchasers together who shall be deemed to be Managers under the provisions of the Maharashtra Ownership Flats act in respect of the Units of which possession has been given by the Vendors.
60. The Purchaser shall indemnify and keep indemnified the Vendors against the aforesaid taxes and other payments and expenses. If on account of failure on the part of the purchaser and/or purchaser of any other unit to pay such proportionate share and if the said authority or authorities concerned take any action for the recovery of the same. The Vendors shall not be liable or responsible for any loss or damage which may be suffered by the Purchaser on account of the said action.



61. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering, conveyance and any other documents including professional charges of Solicitors and/or Advocates required to be executed by the Owners the Vendors or by the Purchaser stamp and registration charges in respect of such documents transferring land and Building in favour of the Co-operative Society in respect of the premises as well as the entire professional cost of the Advocates of the Vendors in preparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of such society. The Vendors shall not contribute anything towards such expenses. The Purchaser shall on demand pay to the Vendors his proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in Clause 44 above.
62. This agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Maharashtra Act No. XV of 1971) and the rules made thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO:

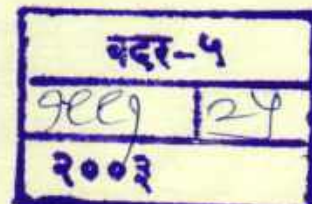
Immovable property situate at Village Malad, Taluka Borivali, District Bombay suburban within the Registration District and Sub-District of Mumbai city and Suburban bearing Survey No. 94, H.No. 8, C.T.S.No. 167, admeasuring 2093.40 sq.mts or thereabouts.

THE SECOND SCHEDULE REFERRED TO :

LIST OF AMENITIES AND SPECIFICATIONS

General Amenities :

1. R.C.C. frame structure as per I.S.I. standard.
2. Wooden doors with oil paint.
3. Aluminium sliding windows.
4. Entrance door with flush shutters with safely chains, door stopper, alldrop and latch.
5. Wash basin.
6. Louvered aluminium window in bath and W.C.
7. All external walls to be painted with santax/cement paint and with white wash.

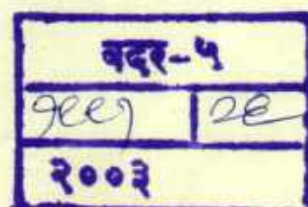


Special Amenities :

1. Common T.V. Antenna. Telephone Point.
2. MARBLE FLOORING in living room, kitchen and bathroom.
3. Fan in living room.
4. Tube light in living.
5. Colourful designed floor tiles in bath and W.C.
6. Mirror polished Granite platform in the kitchen 2" dado.
7. All electrical points concealed in copper wiring.
8. Concealed plumbing work.
9. The Bathroom fitted with shower and Instant Geyser.
10. The W.C. with modern flush valve system.

THE THIRD SCHEDULE ABOVE REFERRED TO :

1. The expenses of maintaining, repairing, re-decorating etc. of the main structure and in particular the roof, gutters and rain water pipes, water pipes and electric wires in under or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the other premises of the main entrance, passage, landings, staircase of the other buildings as enjoyed by the purchaser used by him/her/them in common as aforesaid and the boundary walls of the building compound terraces etc.
2. The costs of clearing and lighting the passage, landings staircase and other parts of the buildings enjoyed or used by purchaser in common as aforesaid.
3. The cost of decorating the exterior of the building.
4. The cost of salaries of clerks, bill collectors, sweepers, lift men, Gardner etc.
5. The costs of working and maintenance of water pumps, lights and lifts and other service charges.
6. Local authority and other taxes and other assessments.
7. Insurance of the building.



8. Cost of water or electric meters and /or any deposit for water or electricity.
9. Cost of making water main, sewerage line, street lights, internal road D.P. Roads, storm water drain etc.
10. Costs of installing laying and maintaining all the services infra structure and final in the layout area.
- 11.. Such other expenses as are necessary or incidental for the maintenance and up-keep of the building.



बदर-५	
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IN WITNESS WHEREOF, the Vendors and the Purchaser/s have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

Signed and Delivered
by the withinnamed 'VENDORS'
ATUL BUILDERS
in the presence of

R. B. In

Signed and Delivered
by the withnamed 'PURCHASER'

Mr./Mrs./M/s. Sanjibam
A. Gajeri

in the presence of :

R. B. In

Received the day and year
first hereinabove written
of and from the withinnamed
PURCHASER the sum of

Rs. 341000/- (Rupees
Three lac forty one
thousand only

only) bearing the amount of
earnest money or deposit to

be paid by him/her to us by

Cash/Cheque No. 917608

dated 19/12/13 drawn on

Andhra Bank Bank.

Opera House-4

For ATUL BUILDERS

For **ATUL BUILDERS,**

Dulak **PARTNER.**

④ Sanjibam

Rs. 341000/-

We Say Received
For ATUL BUILDERS

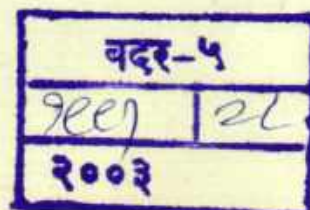
Dulak

Partner.

WITNESS :

1. = R. B. In

2. =



ANNEXURE 'A'

SANJAY S. YEOLE
ADVOCATE HIGHCOURT

Near Dahisar Police Station,
Dahisar (w),
MUMBAI - 400 068

TELEPHONE : 8934283

TO WHOMSOEVER IT MAY CONCERN

REF : Property bearing survey No. 94, Hissa No. S, C.T.S. No. 167
admeasuring 2094.00 Sq. Mt. according to the record of rights
of Village Kandivali, Taluka Borivali, Mumbai Suburban
District belongs to Francis Anton Vaity, Joseph Anton Vaity,
Paski Zuran Vaity, Janu Francis Keni & Pautin Pasku Koti
(the heirs of ticher alias Anton Kattun Vaity)

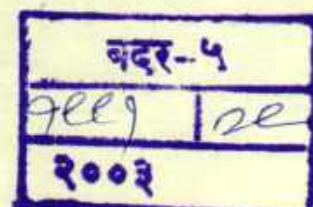
THIS IS TO CERTIFY that I had investigated the Title of the above
named owners to the above property and have found the same to be
clear and marketable and free from encumbrances.

MUMBAI DATED THIS 5TH DAY OF OCTOBER 1995.

Sd/-

SANJAY S. YEOLE

ADVOCATE HIGHCOURT



This 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 8

Intimation of the above was made to the Municipal Corporation, Bangalore, on 12.12.1941.

Municipal Chief

24 JUL 1976

POLYMERANILINUM

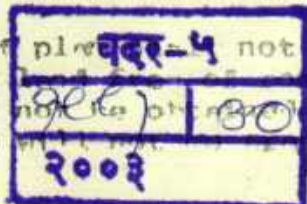
Shri Atul Patel C.A., to Oper, dated 17-11-27, 1947 and deliver

22. U.S.S. 199... and the plans, Sections, Specifications and Description and further particulars
of your building at

CTA No. 167, Village of Kendallville, Indiana

PLANT C.C.

1. That the Commencement Certificate under sec.44(1)(a) of the M.P.A. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
3. That the low lying plot will not be filled up to a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.O./or access roads/development of setback land will not be obtained from M.C.Rd.C. Constn. (M.C.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.H.D., the completion cert. will not be obtained from M.C. (M.C.) (S.H.D.) of M.C. BEFORE SUBMITTING Bldg. Completion Certificate.
5. That the Structural Engineer will not be appointed, Supervision memo as per Appendix MI (Regulation 5(3)(ix)) will not be submitted by him.
6. That the structural design and calculations for the proposed work and for existing bldg. showing plan of thereof to take up additional load will not be submitted before C.C.
7. That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site by M.C. (Survey) (M.C. (S&L)) (M.C. (D.L.)) before applying for C.C.
8. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
9. That the Regd. undertaking and additional copy of plan will not be submitted for agreeing to hand over the setback land to the Corporation and that the D.P. for setting over cert. will not be obtained from Ward Officer that the occupation of the D.P. land will not be interfered in the name of M.C. (M.C.)



24 JUL 1996

10. That the Indemnity Bond indemnifying the Comm. for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C. [starting the work.
11. That the conditions mentioned in the release letter of H.S.D.P. under No. CH/4305/DP/WS dtd. 21.10.94 will not be complied with.
12. That the qualified Regd. Site Supervisor through Architects/Structural Engineer will not be appointed before applying for C.C.
13. That extra water and sewerage charges will not be paid to A.R.W.S.R/S Ward before C.C.
14. That the development charges as per M.H. & T.P. (Amendment) Act, 1992 will not be paid.
15. That the N.O.C. from A.A. & C.R/S will not be obtained before asking for C.C.
16. That the remarks from H.S.D.P., H.S., Supdt. of Gardens, H.S., S.(H.C)rd. shall not be obtained and conditions therein shall not be complied with.
17. That the regd. undertaking in the prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before C.C.
18. That the regd. undertakings from i) H.S. for availability of water supply, ii) demanding concession in open spaces, iii) conducting Educational/Welfare Programmes for workers at site, iv) drainage rectification, v) handing over D.P. ROAD area free of encroachments/encroachments, etc., shall not be submitted before C.C.
19. That the minimum tenements density will not be achieved at the time of consumption of full F.S.I. before requesting for full C.C.
20. That an Affidavit from one of the co-owners Shri Anton shall not be submitted.
21. That the title clearance certificate from the Advocate of High Court shall not be submitted.

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

1. That water connection for construction purposes will not be obtained before further C.C.

C. ORIGINAL CONDITIONS TO BE COMPLIED BEFORE C.C.

1. That the conditions mentioned in the clearance under No. C/ULC/D-XV/4(1)/SR/KK/222/9787 dtd. 21.8.89, obtained from Competent Authority under U.L.C. Act, 1974, shall not be complied with.
2. That the 10% Plot Area shall be handed over before asking for occupation letter from C.C.P. under ref. No. CH/4305/DP/WS dtd. 21.10.94.



बदर-५	
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() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet the requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 23rd JUL 1997 day of 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 Disapproval.

Executive Engineer, Building Proposals
Zone, Waris.

SPECIAL INSTRUCTIONS.

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

(2) 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 348 of the said Act.

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

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

"(a) Not less than 2 feet (60 cms) above the centre of the adjoining street at the nearest point 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 (60 cms) above every portion of the ground within 5 feet (160 cms) of such building.

"(c) Not less than 92 ft. () metres above Town Hall Datum."

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

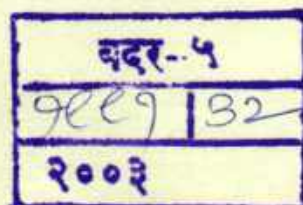
(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Bombay to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance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

(6) Proposed date of commencement of work should be communicated as per requirements of Section 147 (1) (aa) of the Bombay Municipal Corporation Act.

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

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

Attention is drawn to the notes Accompanying this Intimation of Disapproval.



1. That the dust bin will not be provided as per C.C. Circular No. 18/9297/11 of 26.6.1978.
2. That the surface drainage arrangements will not be made in consultation with E.R. (S.D.) or as per his remarks and a completion cert. will not be obtained and submitted before applying for occupation certificate/B.C.C.
3. That the existing well will not be covered with R.C.C. slab.
4. That 10'0" wide paved pathway upto staircase will not be provided.
5. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
6. That the development charges as per M.R. & T.D. (Amendment) Act, 1992 will not be paid.
7. That the name plate/board showing Plot No., Name of the bldg., etc. will not be displayed at a prominent place before O.C.C./B.C.C.
8. That carriage entrance shall not be provided before starting the work.
9. That the parking spaces shall not be provided as per P.C. Regulation No. 36.
10. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
11. That the regd. undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.L. shall not be submitted before asking for C.C.

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

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

sm/22.7.

For P. R. C. J. 11/11/78
P. R. C. J. 11/11/78

For I.O.D./C.C. in accordance with the provisions of the Building and Regulation Act 1977

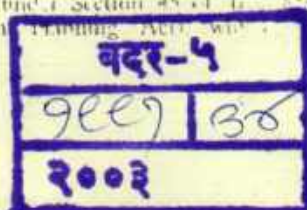


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[Signature]
Executive Engineer
Bldg. Proposal (W. S.) Bhandara

24 JUL 1976

- (1) The work should not be started unless objections are complete.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencing 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 along with 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 boarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 14 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized 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 boarding or screen wall for supporting the deposits of building materials shall be constructed before starting any work even though no materials may be expected to be stored in front of the property. The scaffoldings, bracks, muck and, scraps debris, etc., should not be deposited over footpaths or public street by the owner, architect, contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the owner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub Engineer concerned and acknowledgement obtained from him regarding correctness of the open space and dimension.
- (11) The application for sewer street connection, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider objections to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) For Building Discharge Completion Certificate will be accepted non water connection prior to (except for the construction purposes) only a road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act 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 Municipal Commissioner before supplying 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 in order to prevent seepage at the rate of 125 cubic meters per 10 sq. meters and paid.
- (18) A compound wall or fence should be constructed 1 ft. 6" of the road widening boundary 10 feet below level of bottom of road side drains 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 shown shed.
- (20) This sanction of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Town Engineer under Section 34(1) of the Rent Act and in the event of your proceeding with the work either without or without obtaining the same, you are to be removed the work under Section 34(1) of the Rent Act. In case of breach of any conditions and/or violation of Disapproval, the sanction will be null and void and the Commissioner will initiate proceedings under Section 45 of the Maharashtra Regional and Town Planning Act, 1962 or of the Town Planning Act, 1947.



(21) If it is proposed to demolish the existing structure by negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-

(i) Specific plans in respect of evicting or rehoming the existing tenants on your station 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 of the alternative accommodation in the proposed structure at standard rent.

(iii) Plans showing the phased 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.

(22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.

(23) In case of additional floor no work should be start or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.

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

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

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

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

(28) The water arrangement must be carried out in strict accordance with the Municipal requirements.

(29) 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 301-A of the Municipal Corporation Act.

(3) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates or bronze. The manholes of all pipes shall be covered with a properly fitting mosquito proof hood cast iron cap over in one piece, with locking arrangement provided with a bolt and have secured on highly wearing the purpose of a lock and the wearing pieces of the rubber gaskets with screw or dome shape pieces (like a garden man hole) with cap and pipes with perforations not exceeding 1/4 inch in diameter. The system shall be made in a safe and permanently a case by providing a sturdy 1/2 inch iron ladder, the upper end of the ladder should be campered and extended 60 cms. above the top where they are to be fixed and its lower end in cement concrete blocks.

(31) Broken bottles should be fixed over compound walls. This prohibition refers only to broken bottles to not to the use of plain glass for coping over compound wall.

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

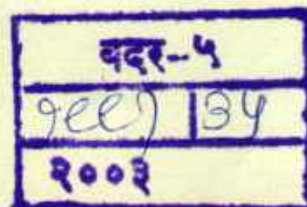
(b)lintels or Arches should be provide over Door and Window openings.

(c) The drains should be laid as required under Section 234.1(a).

(d) The inspection chamber should be plastered inside and outside.

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

Executive Engineer, Building Proposals
Executive Engineer
Bldgs. Proposal (W.S.) 1/1/1950



BRIHANMUMBAI MAHANAGARPALIKA

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

NO. CHE / A-0014 / BP (WS) / AP / AR

24 SEP 1996

COMMENCEMENT CERTIFICATE

To,

Shri Atul Patel

P.A. to Owner

ANNEXTURE - C

CERTIFIED TRUE COPY.

ASHOK GANDHI, Regd. Architect,

Slr.

With reference to your application No. 1628 dated 22.5.95 for Development Permission and grant of Commencement Certificate under section 45 & 68 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 348 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Residential bldg.

C.S. No. 167

at premises at Street

Village Kandivali

Plot No.

situated at Kandivali (W)

Ward R/South

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

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

SHRI ANIL D. MANOHAR

The Municipal Commissioner has appointed

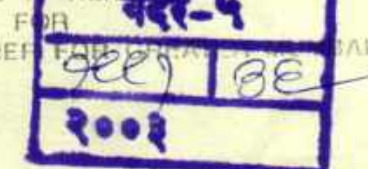
Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is restricted for work upto STAIR LEVEL i.e. 1ST SLAB ONLY

For and on behalf of Local Authority
Brihanmumbai Mahanagarpalika



Assistant Engineer, Building Proposal (West Sub.)
P & T Wards



ANNEXTURE - D

APP. NO. 62

Extract from The Property Registered Card

CITY SURVEY - 2003-7

TALUKA: BORIVALI

Dist. BOMBAY
SUBURBAN
DIST.

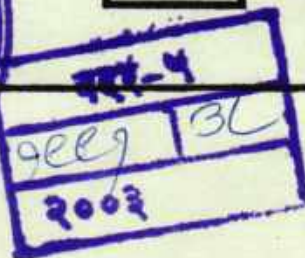
City Survey	Area Sq. Mtrs.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
2003	2003-7	-	-
Easement			
Holder in Origin of the title so far as traced			
Lease			
Other Encumbrances			
Other Remarks			

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (e) %	Attestation
19/11/2003	Transfer of property from the owner to the new holder.	100	100%	

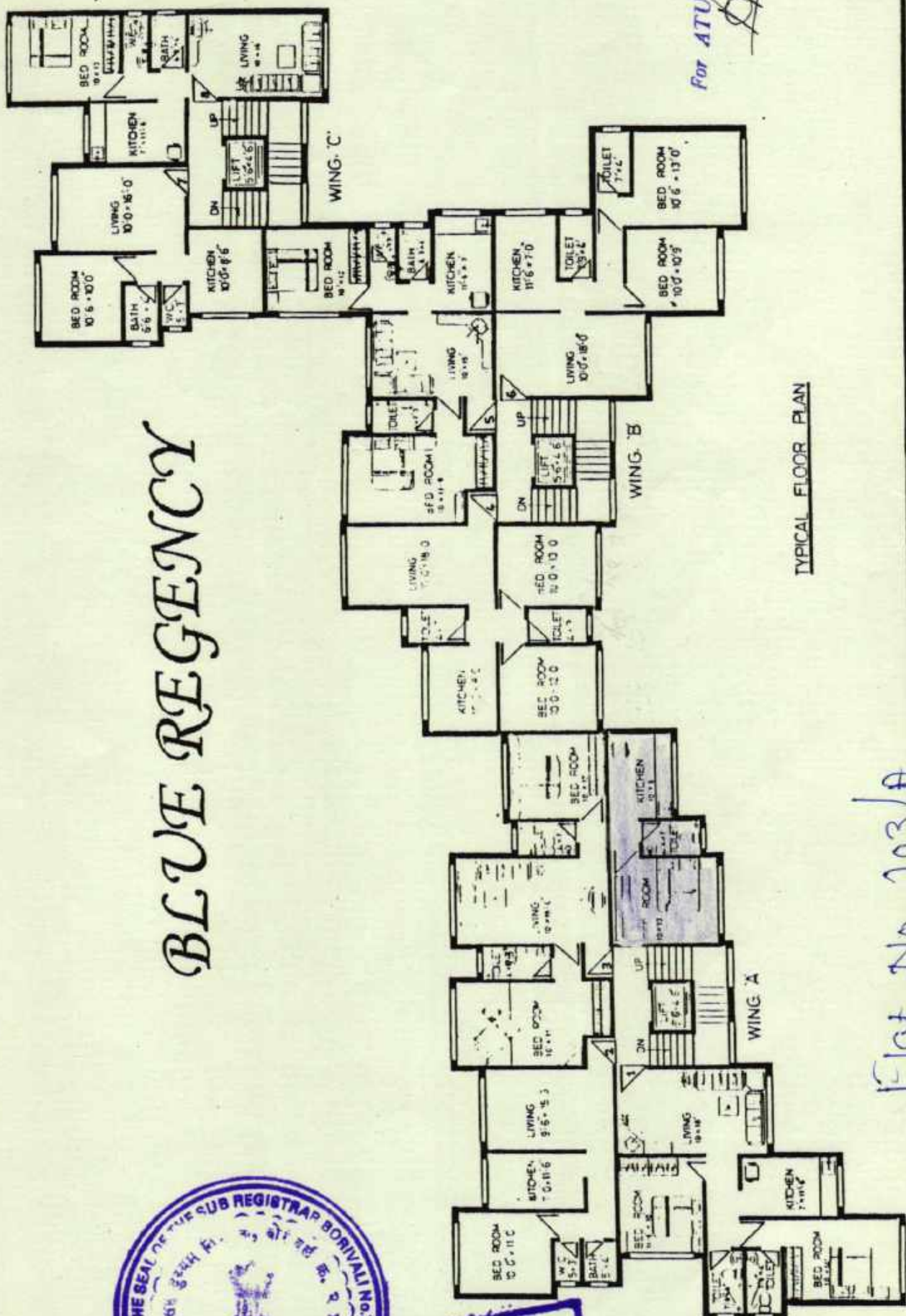


— 9 MTS. W. RIGHT OF WAY —

BLUE REGENCY



ANNEXTURE - F



TYPICAL FLOOR PLAN

For ATUL BUILDERS,
[Signature]
PARTNER.

Project Consultant
MISTRY / BULSARA

Architect
ASHOK GANDHI.

PROPOSED SALE PLAN FOR RESIDENTIAL BUILDING ON PLOT BEARING
C.T.S NO 167, AT MAHAVIR NAGAR, KANDIVALI (W)

Builders
M/S ATUL DEVELOPERS

Flat No 103/A

INDIA NON JUDICIAL

१०० रु.

R. 100

एक सौ रुपये ONE HUNDRED RUPEES



श्री. गिर्लाद वि. साळगांवकर, प. वा. सु. वि.
गणेश दायपति देव शिवराज देवर,
समि न्यायालय, कोर्टा, का. वे. के. मार्ग,
सांद्रि (ए), तालुका अहमदनगर, जिल्हा पुणे.
देहि. म.
दिनांक 6 MAY 2002 ... 42237
... ..
... ..

दिनांक: 6 MAY, 2002

42237

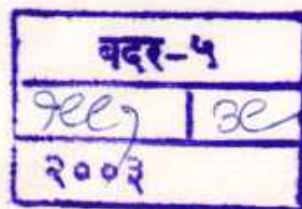
શ્રી. ડૉ. ...
 ડીના પો...
 ...

SHRI BHADAM SINGH
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I ATUL N. PATEL, being the
Partners of the following companies :-

1. M/S. ATUL BUILDERS.
2. M/S. ATUL BUILDERS & ASSOCIATES.
3. M/S. ATUL ENTERPRISES.
4. M/S. DELWADIA DEVELOPERS & BUILDERS PVT. LTD.
5. M/S. VAMAN ESTATES.
6. M/S. PATHARE & ASSOCIATES.
7. M/S. MONTAL INVESTMENTS.
8. M/S. ATUL N. PATEL.

having office at 114, Shyam Kamal 'B' Building, 1st Floor, Agarwal Market, Vile Parle (East), Mumbai-400 057, do hereby appoint SHRI. RAM BADAM SINGH, an Indian



Inhabitant residing at Durgamata Chaul, Room No. 56, Dhanukarwadi, Kandivali (West).
Mumbai-400 067, to be our Attorney to act severally in our name and on our behalf to do
the following acts, deeds and things that is to say :

To appear before Registrar/Sub-Registrar of Assurances and present
document/documents executed by us to be executed by us hereinafter as being the
partners of above mentioned companies in respect of Sales/Purchases of immovable
property/properties and to admit execution of such documents on my behalf and to take
delivery of the same after registration.

Unless revoked earlier this Power of Attorney will remain in force.

IN WITNESS WHEREOF I have executed this Power of Attorney this 24. May 2002.

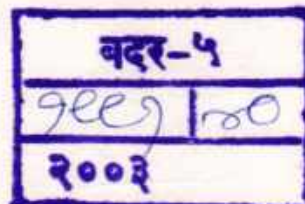
Specimen Signature of
SHRI. RAM BADAN SINGH

Ram Badan Singh

Signed and Delivered by the
Withnnamed

1. ATUL N. PATEL,

Atul Patel



Atul



General Power of Attorney has been Executed

By (1) Mr. Atul N. Patel

Age 35 Years

Occupation Business

In my presence

(1) Shri Mahadev Patel

(1) Age 37 yrs Service

To my

(2) R.K. Poojai Age 37 yrs

Received

Witnesses (1) Same as above

Note —

There is no objection in this General Power of Attorney

Date

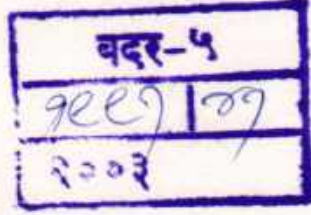
24/5/2002

Joint Sub-Registrar
Borivali 1, Mumbai Sub-Dist.

(2) 41 Shastri Nagar
Bandra (E) Mumbai

(1) [Signature]

(2) [Signature]





17/03/2003

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

11:08:52 am

बोरीवली 2 (कांदिवली)

वदर5

दस्त क्र 1991/2003

दस्त क्रमांक : 1991/2003

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1

नाव: सरोजबेन अशोकभाई गर्जेरा
पत्ता: घर/फ्लॅट नं: 31
गल्ली/रस्ता: बी जी खरे मार्ग
ईमारतीचे नाव: कल्पतरू
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: वाळकेश्वर
तालुका: -
पिन: 6

लिहून घेणार

वय 34

सही

Sarobhena

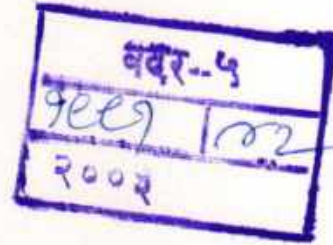
2

नाव: अतुल बिल्डर्स चे भागीदार अतुल एन पटेल तर्फे
मुखत्यार रामबदन - सिंग
पत्ता: घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: दुर्गामाता चाळ
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: कांदिवली
ताल

लिहून देणार

वय 34

सही

Ram Badan Singh



दस्त गोषवारा भाग - 2

वदर5

दस्त क्रमांक (1991/2003)

दस्त क्र. [वदर5-1991-2003] चा गोषवारा
बाजार मुल्य :436868 मोबदला 341000 भरलेले मुद्रांक शुल्क : 6900

दस्त हजर केल्याचा दिनांक :17/03/2003 11:05 AM

निष्पादनाचा दिनांक : 17/03/2003

दस्त हजर करणा-याची सही : *Sunil Shingde*

दस्तावा प्रकार :25) करारनामा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 17/03/2003 11:05 AM

शिवका क्र. 2 ची वेळ : (फ्री) 17/03/2003 11:07 AM

शिवका क्र. 3 ची वेळ : (कबुली) 17/03/2003 11:07 AM

शिवका क्र. 4 ची वेळ : (ओळख) 17/03/2003 11:08 AM

दस्त नोंद केल्याचा दिनांक : 17/03/2003 11:08 AM

ओळख :

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

1) एन व्ही शाह- घर/प्लॉट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: भादरण नगर

ईमारत नं. -

पेट/वसाहत: -

शहर/गाव: मालाड

तालुका: -

पिन: 64

2) प्रेमलता- शर्मा ,घर/प्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

दु. निबंधकाची सही, बोरीवली 2 (कांदिवली)

N. V. Shah
प्रेमलता शर्मा

पावती क्र.:2045 दिनांक:17/03/2003

पावतीचे वर्णन

नाव: सरोजबेन अशोकभाई गजेरा

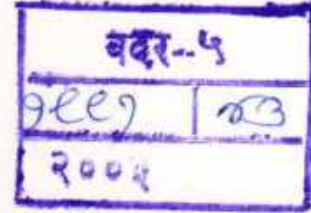
4370 :नोंदणी फी

860 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

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

5230: एकूण

दु. निबंधकाची सही, बोरीवली 2 (कांदिवली)



प्रमाणित करण्यात येते की, या

दस्तावेज खऱ्या

पाने आहेत.

सह. मुख्य निबंधक बोरीवली-२,
मुंबई उपनगर जिल्हा.

वदर-५. १६६१/०३

दुस्तक क्रमांक १ क्रमांक वदर

नं.दर.

दिनांक १७/३/०३

सह. मुख्य निबंधक बोरीवली-२,
मुंबई उपनगर जिल्हा.