

291,000/-

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

Customer Copy 234449

Branch: Vile Parle Date: 28.12.05  
Pay to:

Franks Value	Rs.	2,91,000/-
Service Charges	Rs.	00
Total	Rs.	2,91,000/-

Name & Address of Stamp duty paying party  
Nirav B. Patel. m.lator  
403 Indraprastha

Tel.No.: / Mobile No.: Surat. 39561

Purpose of Transaction: Agreement to sell  
in cash for Franking Documents

Rs. 291,000/-

FOR FRANKING	
Trans ID	30805
Franks Sr. No.	591661
CHEQUE RECEIVED	

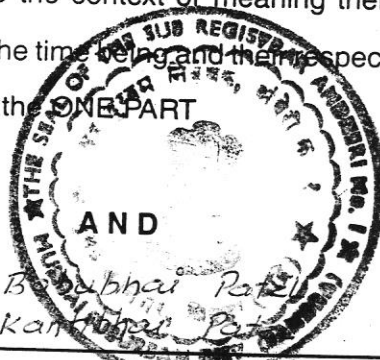
For The Cosmos Co-op Bank Ltd., Pune  
VILE PARLE (E)  
COSMOS BANK  
Authorized Signatory

ICICI Bank / Cityat No. 35650/35651 / 20.12.05

## ARTICLES OF AGREEMENT

THIS AGREEMENT made at Mumbai this 27<sup>th</sup> day of Dec 2005

BETWEEN M/S. KONARK ENTERPRISE a registered partnership firm having its office at 14, Laxmi Sadan, Paranjapae 'A' Scheme, Road No.2, Vile Parle (E), Mumbai - 400 057, hereinafter called "THE PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partner or partners for the time being and their respective heirs, executors, administrators and assigns) of the ONE PART

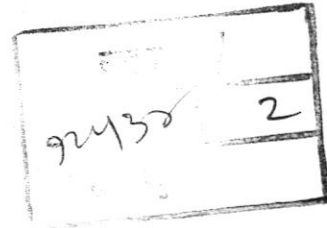


AND

- 1) Nirav B. Patel
- 2) Vishal Kanhaiya Patel

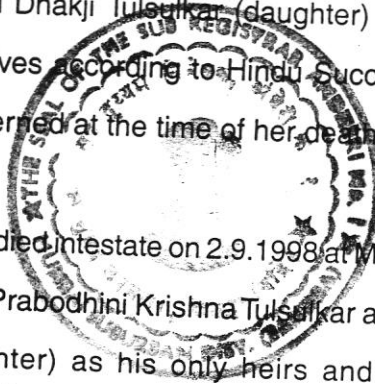
Shri/Ms/M/s. residing  
at 403, Indraprastha, Ghoddedol Rd, Surat hereinafter  
called "THE FLAT PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the OTHER PART:

is Two lakh ninety one Thousand only.  
The Cosmos Co-operative Bank Ltd., Vile Parle Branch, Mumbai  
D-5/STP(V)/C.R.1004/06/200  
4/1762-64/04  
Stamp Duty  
R.0291000/-PB5114  
DEC 23 2005

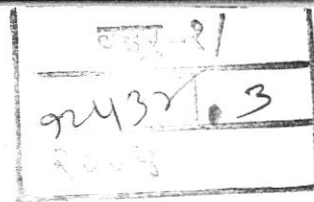


## WHEREAS:

- a) One late Dhakji Krishna Tulsulkar was the absolute owner of all that pieces and parcels of land or ground bearing S.No. 23-C, Entry No. 205 & 215 and part of Falni No. 1 & 2, C.T.S. No. 761, 761/1 to 3 admeasuring 784.64 sq.yds. equivalent to 656.30 sq.mts. together with the ground + 2 upper stories building standing thereon and known as 'Shree Krishna Sadan' situate, lying and being at Village Vile Parle, Taluka Andheri, in the registration District and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the schedule hereunder written (hereinafter referred to as "the said plot")
- b) Said Dhakji Krishna Tulsulkar died intestate on 24.2.1972 at Mumbai, leaving behind him his widow (1) Smt. Ansuya Dhakji Tulsulkar (since deceased) (2) Krishna Dhakji Tulsulkar (son) (since deceased) (3) Ramakant Dhakji Tulsulkar (son) (4) Smt. Shalini Dattaram Panchal alias Taramati Dhakji Tulsulkar (daughter) as his only heirs and legal representatives according to Hindu Succession Act, 1956 by which he was governed at the time of his death.
- c) Said Ansuya Dhakji Tulsulkar also died intestate on 22.5.1996 at Mumbai, leaving behind her (1) Krishna Dhakji Tulsulkar (son) (since deceased) (2) Ramakant Dhakji Tulsulkar (son) (3) Smt. Shalini Dattaram Panchal alias Taramati Dhakji Tulsulkar (daughter) as her only heirs and legal representatives according to Hindu Succession Act, 1956 by which she was governed at the time of her death.
- d) Said Krishna Dhakji Tulsulkar also died intestate on 2.9.1998 at Mumbai leaving behind him his widow (1) Prabodhini Krishna Tulsulkar and (2) Nilima Krishna Tulsulkar (daughter) as his only heirs and legal

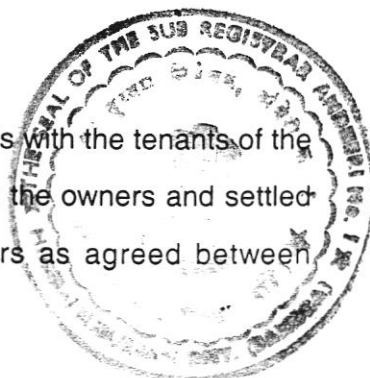


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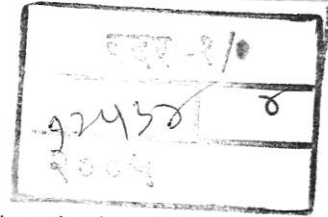


representatives according to Hindu Succession Act, 1956 by which he was governed at the time of his death.

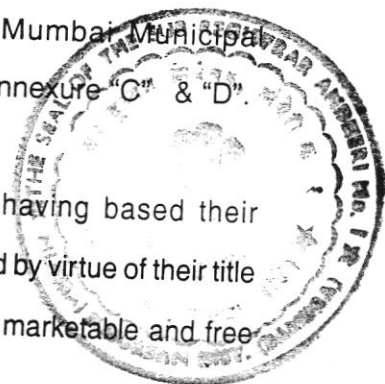
- e) There were 9 tenants in said Shree Krishna Sadan. Smt. Prabodhini Krishna Tulsulkar, widow of Krishna D. Tulsulkar and Smt. Nilima Krishna Tulsulkar alias Sajna Suraj Morjkar alongwith Ramakant D. Tulsulkar & family were occupying premises of 460 sq.ft. carpet area in the said building.
- f) By an agreement dated 1st day of November 2001, duly registered before the Sub-Registrar office at Bandra on 15.05.2002 vide No. BDR-1/2587/43/46 2002 Shri. Ramakant Dhakji Tulsulkar & Ors., the Vendors therein of the one part and Mrs. Neha R. Tulsulkar & Ors. the Confirming Party therein of the second part have agreed to grant development rights and ultimately agree to transfer, assign and convey the said plot and M/s. Konark Enterprise, the Developers therein of the third part and the Promoters herein have agreed to acquired the said plot at and for the consideration and on the terms and conditions recorded therein.
- g) Shri. Ramakant Dhakji Tulsulkar & Ors. have executed irrevocable general power of attorney duly notarised on 3rd September, 2001 in favour of (1) Shri. Ashok Shamji Parmar and (2) Shri. Jitendra Madhavji Parmar, the Partners of M/s. Konark Enterprise in respect of the development of the said plot.
- h) The Promoters have entered into agreements with the tenants of the said Shree Krishna Sadan building and with the owners and settled the interest of the tenants and the owners as agreed between themselves under the different agreements.



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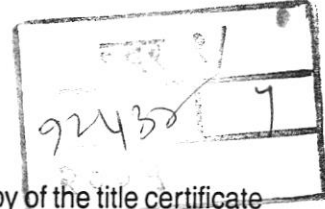


- i) The Promoter declare and represent the Purchasers herein that the abovesaid agreement and power of attorney are still valid, subsisting and are enforceable under the law and the same is binding upon the parties thereto and the said agreement and power of attorney are still not terminated and/or revoked.
- j) The property card of the said plot bearing C.T.S. No. 761 admeasuring 656.36 sq.mts. is issued by City Survey Office, the copy of the same is annexed hereto and marked as annexure "A".
- k) By an Order bearing No C/ULC/D.III.22/6956 dated 26.3.2002 (hereinafter referred to as "the Exemption Order") the Deputy Secretary to the Govt. of Maharashtra, Housing and Special Assistance, State of Maharashtra, has accorded to the said owners permission under provisions of section 22, of the Urban Land (Ceiling & Regulation) Act, 1976 (Ceiling Act) for development of the plot upon the terms and conditions therein contained. The copy of the same is annexed hereto and marked as Annexure "B".
- l) The owners through the said Promoters have obtained Intimation of Disapproval vide No.CE/7646/WS/AK dated 6.4.2002 and obtained Commencement Certificate vide No. \_\_\_\_\_ dated \_\_\_\_\_ in respect of the said plot from Mumbai Municipal Corporation. The copies of Intimation of Disapproval and Commencement Certificate obtained from Mumbai Municipal Corporation is annexed hereto and marked as annexure "C" & "D".
- m) The Promoters Advocate M/s.R.N.OZA & Co. having based their investigation on the available documents have opined by virtue of their title certificate that the title of the said plot is clear and marketable and free



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form all encumbrances and reasonable doubts, a copy of the title certificate for the said plot is annexed hereto and marked as annexure "E".

- n) The necessary application to the Municipal Corporation of Greater Mumbai for the sanction of the plan is made and the plan in respect of the proposed building on the said plot is sanctioned vide No. CE/7646/BSII/WS/HK dated 06/04/02 in respect of the said plot and the Promoters have commenced the construction work of the building known as Shree Krishna Sadan as per the approved plan and the amendments thereof. Hereto annexed and marked as annexure "F" is a copy of the floor plan.

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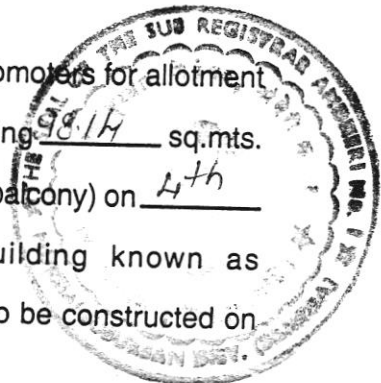
- o) The 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup> floor/s of the said building is/are to be constructed by acquiring the Development Right Certificate (i) vide No. UNC-021180 dated 8/8/2003 and (ii) vide No. \_\_\_\_\_ dated \_\_\_\_\_.

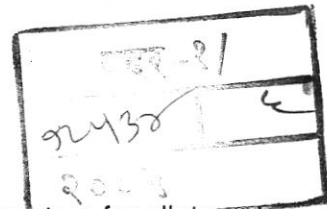
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- p) The specification according to which the proposed building is to be constructed and the amenities to be provided in the proposed building and the flats and the premises in the proposed building shall be as per the particulars given in the list of amenities prescribed in this agreement.

- q) The flat purchaser/s has/have applied to the Promoters for allotment of flat/premises bearing No. 401 admeasuring 98.14 sq.mts. ~~built up~~ carpet area (which inclusive of area of the balcony) on 4<sup>th</sup> floor of the \_\_\_\_\_ wing in the building known as Shree Krishna Sadan constructed and/or to be constructed on the said plot.

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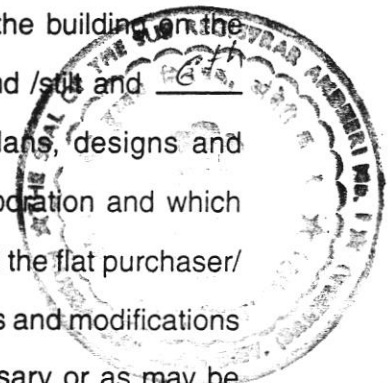


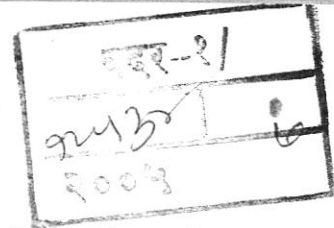
- r) The flat purchaser/s has/have applied to the Promoters for allotment of garage/stilt/car parking space bearing No. \_\_\_\_\_ and the Promoters have allotted the said car parking in stilt/open space.
- s) The flat purchaser/s demanded from the Promoters and the Promoters have given the inspection to the flat purchaser/s and the purchaser/s confirm having taken inspection of all documents of title relating to the said plot, the order converting user of the said plot to Non Agricultural, plans, designs and the specifications prescribed by the Promoter's Architect, the certificate of title, Revenue records and such other documents as specified under the Maharashtra Ownership Flats Act 1963 (Regulation of the promotion of the construction, sale, management and transfer) (hereinafter referred to as "the said Act") and the Rules made thereunder, u/s 4 of the said Act, the Promoters are required to execute a written agreement for sale of the said flat with the flat purchaser/s being in fact these presents also to register this agreement under Registration Act. The flat purchasers have satisfied themselves about the abovesaid documents and shall not raise any queries pertaining to the same.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY**

**AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

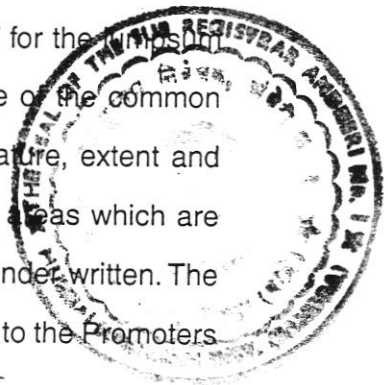
1. The Promoters have commenced the construction of the building on the said plot and the said building shall comprise of ground /stilt and \_\_\_\_\_ upper floors as residence in accordance with the plans, designs and specifications approved by the Mumbai Municipal Corporation and which has been seen and approved by the flat purchaser/s and the flat purchaser/s agree that the Promoters are entitled for such variations and modifications in the said plan as the Promoters may consider necessary or as may be required by Mumbai Municipal corporation. And/or Government.

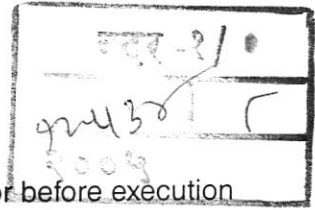




2. (a) The common areas and facilities appurtenant to the said premises purchased by the purchaser, the nature, extent and description of the common/limited common area and facilities are more particularly described in the second schedule.
- (b) The percentage share of the purchaser/s in common areas shall be in proportion to the area of construction of the said premises that bears to the total area (proposed and future sanction if any) of construction at the time of full completion of construction and transferring the property to the co-operative society or any other corporate body of purchaser/s, which ever is later.
- (c) Till such transfer of property in favour of Corporate Body of purchaser of various premises, the rights of the purchaser/s in items mentioned in second schedule hereunder written shall be registered and/or regulated as per the other provisions contained in this agreement.

3. The flat purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the flat purchaser a flat/premises No. 401 admeasuring 98.14 sq.mts. builtup/carpet area on 4th floor in - wing and stilt/covered/open garage/car parking space No. - in the building known as Shree Krishna Sadan. (hereinafter referred to as "the said flat/stilt/garage/open space" as the case may be) as shown in the floor plan thereof and hereto annexed and marked as annexure "F" for the lumpsum price of Rs. 37,00,000/- including the proportionate price of the common area and facilities appurtenant to the premises in the nature, extent and description and facilities of the common/limited common areas which are more particularly described in the second schedule hereunder written. The flat/stilt/car parking space purchaser hereby agrees to pay to the Promoters the lumpsum purchase price of Rs. 37,00,000/- (Rupees \_\_\_\_\_ Only) as under:-





Rs. \_\_\_\_\_ being 15% as earnest money on or before execution of these Presents.

Rs. \_\_\_\_\_ being 10% on completion of 1st slab.

Rs. \_\_\_\_\_ being 10% on completion of 2nd slab.

Rs. \_\_\_\_\_ being 10% on completion of 3rd slab.

Rs. \_\_\_\_\_ being 10% on completion of 4th slab.

Rs. \_\_\_\_\_ being 10% on completion of 5th slab.

Rs. \_\_\_\_\_ being 10% on completion of 6th slab.

Rs. \_\_\_\_\_ being 10% on completion of brickwork & plaster.

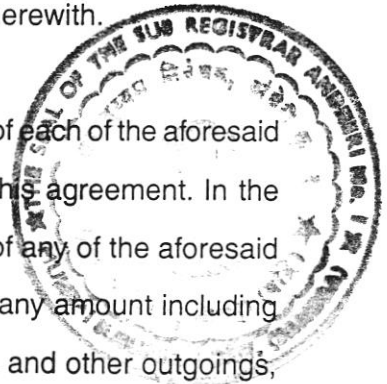
Rs. \_\_\_\_\_ being 5% on completion of flooring & alluminium work.

Rs. \_\_\_\_\_ being 5% on completion of plumbing & electrical works.

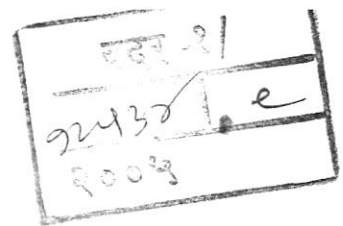
Rs. \_\_\_\_\_ being 5% on occupying possession.

4. The purchaser/s has/have prior to the execution of this agreement made enquiries and is satisfied himself/herself/themselves about the title of the owner to the said plot and he/she/they shall not be entitled to further investigate the title, rights, powers and authorities of the owner, society and/or of the Promoters and no requisitions or objections shall be raised on any matter relating thereto or howsoever in connection therewith.

5. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of purchase price shall be essence of this agreement. In the event of purchaser/s making any default in payment of any of the aforesaid installment of the purchase price on the due date of any amount including his/her proportionate share of taxes levied by M.M.C. and other outgoings, whether demanded or not and/or purchaser committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to terminate this agreement provided the Promoters shall give to the purchaser



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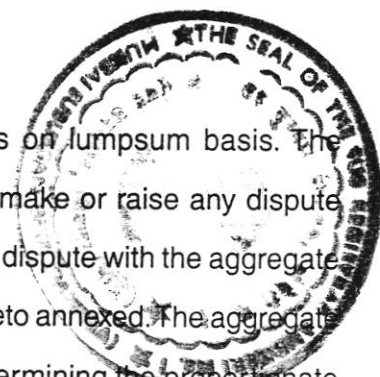


15 days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms/clauses and condition in respect of which it is intended to be terminated and the Promoters shall be entitled to forfeit all the moneys paid by purchaser/s towards the purchase price hereunder written and the Promoters are entitled to sell or otherwise dispose off the said premises agreed to be sold to the purchaser/s to any other party as the Promoters may determine and the purchaser/s will have no right, title and interest whatsoever in the said premises and shall not demand and/or claim against the Promoters and/or such prospective purchaser/s.

6. Without prejudice to their rights under this agreement and/or in law, the Promoters shall be entitled to claim and the purchaser/s shall be liable to pay to the Promoters interest @ 24% p.a. till the realisation of the said amount on all such amounts which become due and payable by the purchaser/s under this agreement and remain unpaid for seven days or more after becoming due and irrespective of whether formally demanded or not. The Promoters shall in respect of any amount remaining unpaid by the purchaser/s under the terms and conditions of this agreement have a first lien and charge on the said premises agreed to be acquired by the purchaser/s.

7. In respect of the payment of the each installment the Promoters will pass separate receipts and such receipt/s alone shall be treated as the evidence of such payment.

8. The purchase price mentioned hereinabove is on lumpsum basis. The purchaser/s shall not be entitled at any time to make or raise any dispute relating the said purchase price or correlate such dispute with the aggregate area of the premises as mentioned in the plan hereto annexed. The aggregate area is mentioned herein to provide basis for determining the proportionate distribution amongst the various premises holders of any taxes, maintenance



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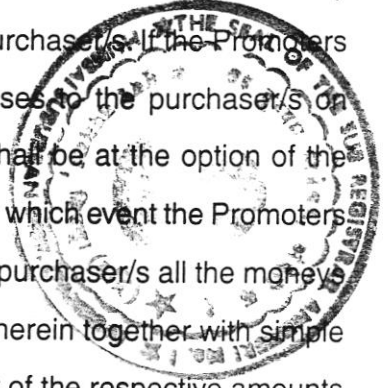


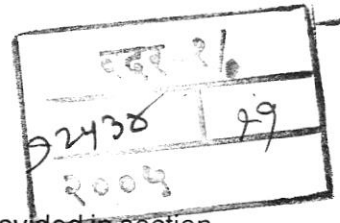


charges, expenses or deposits levied or to be levied, incurred or to be incurred on the whole building and land as one unit.

9. The purchaser/s has/have seen and satisfied himself/herself/themselves with regard to the specifications according to which the said premises are to be constructed and the fixtures fittings and amenities to be provided therein are referred to at the end of this agreement.
10. (a) The Promoters agree to handover the possession of the said premises to the purchaser/s on or before \_\_\_\_\_ subject to the availability of cement, steel and other building materials and subject to any act of God and/or act of State and/or any other reasons beyond the control of the Promoters and also subject to the operation of force majeure. The Promoters shall not incur any liability or be responsible if the said premises are not delivered on the date aforesaid, due to non-availability of any of the building materials as aforesaid or by reason of war, Civil commotions or any act of God or any act of State or force majeure or for any reason beyond the control of the Promoters or if due to any statute notice, rule, order or notification of any Government or any other Public Body or Authority.
- (b) In all such events the time limit shall be extended as may be mutually agreed between the Promoters and the purchaser/s. If the Promoters fail to give possession of the said premises to the purchaser/s on such further extended date also then it shall be at the option of the purchaser/s to terminate this agreement in which event the Promoters shall be liable on demand to refund to the purchaser/s all the moneys paid by the purchaser/s to the Promoters herein together with simple interest @ 9% p.a. from the date of receipt of the respective amounts by the Promoters and until such amount is refunded, the said amount and interest shall be a charge on the said plot together with construction (if any) thereon to the extent of said amounts due to the purchaser/s.

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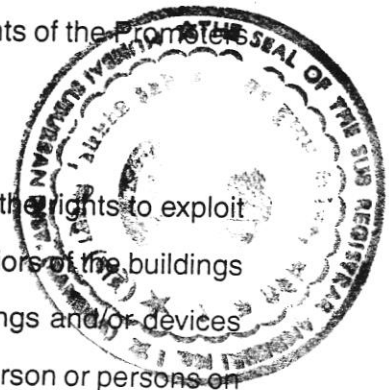
Provisions of this clause shall be subject to what is provided in section 8 of the Maharashtra Ownership Flats Act, 1963.

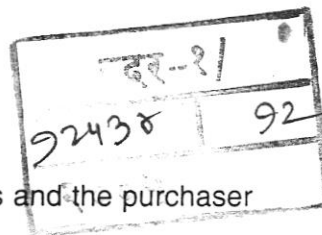
11. The parties expressly declare and confirm that:

- (a) The purchaser/s had/have inspected the property and had/have ascertained for himself/ herself/themselves that the said premises are not yet ready for use and occupation.
- (b) It is specifically declared that the possession of the said premises is not ready and is not agreed or intended to be transferred to the purchaser/s till the full payment is received under this agreement.
- (c) Any stamp duty and/or other charges, dues or levies become payable on these presents and/or on allotment letter/possession letter and/or any record shall be borne and paid by the purchaser/s alone.
- (d) This agreement is not an agreement to sell an immovable property or conveyance within the meaning of the term under the Bombay Stamp Act, 1958 and no interest in the immovable property is or is intended to be transferred to or vested inter-vivos in the purchaser/s.

12. The purchaser/s shall have no claim save and except in respect of the particular premises hereby agreed to be acquired i.e balance F.S.I. Transfer of Development Rights, terraces, open spaces, unallotted parking spaces,/ flats/rooms/lobbies/ staircases,/lifts landing and staircase, lift and pump room etc. and it shall always belong to the Promoters until the whole property and/or any part thereof is transferred to the society with conveyance of the said plot as hereinafter mentioned but subject to the rights of the Promoter under this agreement.

13. The Promoters shall be entitled to retain to themselves the rights to exploit the said plot or any parts thereof including interalia exteriors of the buildings to be put up for advertising or otherwise or hoarding signs and/or devices and/or to permit the same to be exploited by any other person or persons on

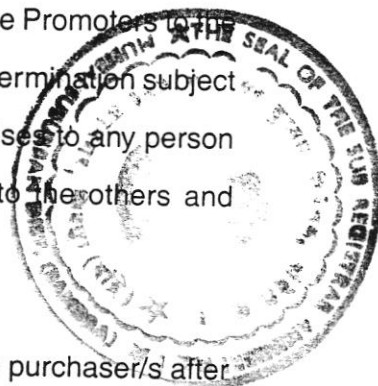




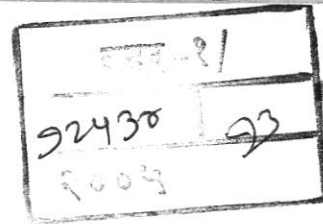
any basis that may be found suitable by the Promoters and the purchaser and/or body of the purchaser/s to be formed do not have and shall not be entitled to claim any such rights or to obstruct and/or interfere with in any manner utilisation or exploitation of the said advertising by means of hoarding or otherwise as aforesaid.

14. The Promoters shall if necessary, become a member of the society in respect of their rights and benefits, retained and/or conferred herein. If the Promoters transfer, assign and dispose off such rights and benefits herein retained or conferred on them at any time to anybody, the assignee, transferee and/or the purchaser thereof shall become the member of the society in respect of the said rights and benefits. The purchaser/s and the society will not have any objection to admit such assignee or transferee as the member of the society.

15. As soon as the Promoters notify that the said premises is ready for occupation, the purchaser/s shall pay the respective arrears or price together with secured interest and all the amounts payable hereunder if any, by him/her/them within seven days of such notice whether served individually or put up at some prominent place in the building. If the Purchaser/s fail to pay the said arrears as aforesaid, the Promoters will be entitled to terminate the agreement with such purchaser/s and thereupon all installments of price (except earnest money) paid by the purchaser/s to the Promoters under this agreement in respect of the said premises refunded by the Promoters to the purchaser/s (without interest) within ninety days of such termination subject to the Promoters having agreed to reallocate the said premises to any person or party. Provision of this clause is without prejudice to the others and remedies of the Promoters.



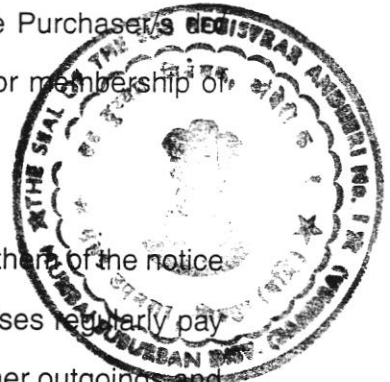
16. Possession of the said premises shall be delivered to the purchaser/s after the building is ready for use and occupation and the development project is

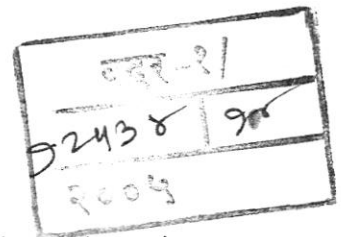


fully completed and only after all the amounts due by the purchaser/s under this agreement are paid to the Promoters. Occupation and use of the said premises may be offered and/or given earlier before the same is ready to enable the purchaser/s to decorate the same internally or otherwise provided however that the purchaser/s has/have paid full consideration herein mentioned and all other amounts payable hereunder to the Promoters provided further that he/she/they shall not be entitled to use and occupy the said premises till the occupation certificate from the Mumbai Municipal Corporation and necessary consents from other concerned authorities are obtained and the purchaser/s will give undertaking in respect of the same to the Promoters. The purchaser/s shall take possession of the said premises within seven days of the Promoters giving written notice to the purchaser/s offering the possession and/or intimating that the same is ready for use and occupation, time being the essence.

17. Upon the purchaser/s taking possession of the said premises, he/she/they shall have no claim against the Promoters in respect of any items or work in the said premises which may be alleged not to have been carried out and/or completed and/or being defective and/or being not in accordance with the plans and/or specifications and/or this agreement and/or as per the said Promoters agreement and/or otherwise howsoever in relation thereto. The purchaser/s hereby agree/s to become a member of the society as and when directed and nominated by the Promoters and the Purchaser/s doth hereby covenant with the Promoters not to apply for membership of society earlier than as directed by the Promoters.

18. The purchaser/s shall from the date of receipt by him/her/their of the notice from the Promoters to take possession of the said premises regularly pay his/her/their proportionate share towards taxes and all other outgoings and expenses.



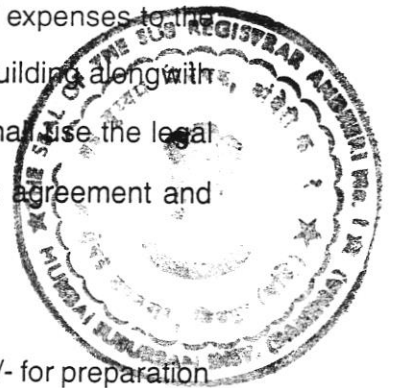


19. The purchaser/s shall on or before delivery of possession of the said premises shall pay to the Promoters the following amounts:

- a) Rs. 261/- (Rupees Two Hundred Sixty One Only) towards membership fee, share money and entrance fees for the proposed society.
- b) Rs. 5,000/- (Rupees Five Thousand Only) legal charges for preparation of this agreement.
- c) Rs. 5,000/- (Rupees Five Thousand Only) for formation and registration of co-operative society or limited company.
- d) Rs. 10,000/- (Rupees Ten Thousand Only) for electric and water meter deposits.
- e) Rs. 25,000/- (Rupees Twenty Five Thousand Only) towards one time maintenance deposit.
- f) Rs. 20,000/- (Rupees Twenty Thousand Only) towards development charges payable to M.C.G.B.

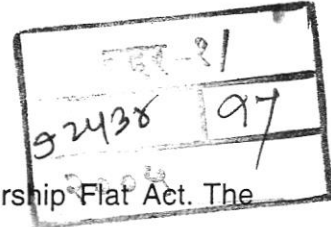
Rs. 65,261/- (Rupees Sixty Five Thousand Two Hundred Sixty One Only) Total Amount.

The deposit kept for the performance of the agreement mentioned will be transferred after deducting therefrom arrears of taxes and expenses to the society in the account of the purchaser/s when the said building along with the said land is delivered to the society. The Promoters shall use the legal charges and expenses for preparing and engrossing this agreement and the balance amount for registering the society.



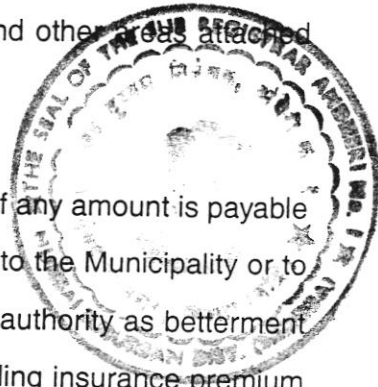
20. The Purchaser/s shall also pay in addition thereto Rs. 5000/- for preparation of the draft conveyance for transferring of the said property to the society as

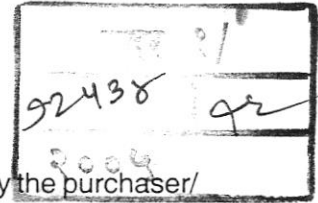




required under the provisions of Maharashtra Ownership Flat Act. The Purchaser/society shall bear and pay all out of pocket expenses like stamp duty, registration charges for registering the conveyance in their favour. The Purchaser/s shall not ask for and demand any money, costs and expenses for the performance of the abovesaid act. The Purchaser/s shall always from time to time and at all times hereafter save harmless, indemnify and keep indemnified the Promoters against all actions, claims, demands, suits, proceedings, prosecutions, interest, penalties etc. pertaining to stamp duty, registration charges and any revenue liability incidental thereto. The Purchaser/s, upon intimation in writing from the Promoters shall pay his/her/their proportionate share in respect of abovementioned cost and expenses, forthwith, to the Promoters.

21. Notwithstanding anything contained in this agreement, the purchaser/s hereby agree to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal taxes and outgoings and the aforesaid charges payable by the purchasers shall be determined by the Promoters with regard to the area of each flats with or without open garage and other arrears attached thereto and stilt/open space etc.
22. So long as each tenement shall not be separately assessed for the Municipal taxes and water taxes, the purchaser/s shall pay a proportionate share of the water tax and municipal tax assessed on the whole building and/or buildings and such portion shall be determined by the Promoters on basis of the area of each flat, with or without terrace and other ~~attached~~ thereto and stilt/open space etc.
23. The purchaser/s hereby agree/s that in the event of any amount is payable by the Promoters by way of premium or otherwise to the Municipality or to the State Government or any other public body or authority as betterment charges or development tax or any other tax including insurance premium



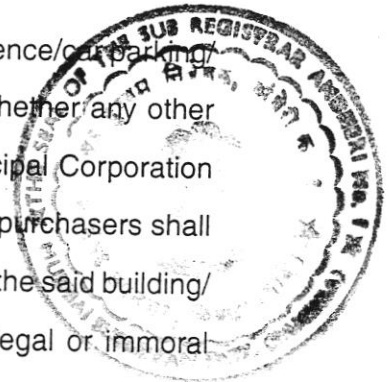


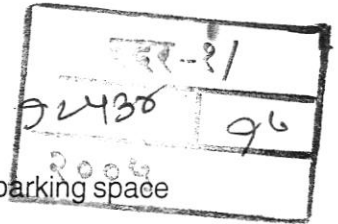
or payment of a similar nature the same shall be reimbursed by the purchaser/s to the Promoters in proportion to the area of premises agreed to be purchased by the purchaser/s and also proportionate to the area of the open space/stilt etc. attached to the premises purchased and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the purchaser/s.

24. In case security deposit or development charges is demanded by the Mumbai Municipal Corporation, B.S.E.S./concerned electric supply co. and any other concerned authority for the purpose of giving water/electric connection to the said building and/or buildings or for giving the occupation certificate or otherwise, such deposit shall be payable by the purchasers in proportion to the respective area of their respective tenement in the said building/s. The purchaser/s agree/s to pay to the Promoters within 7 days of demand (time being the essence of the contract) such proportionate share of the purchaser/s for such deposits.

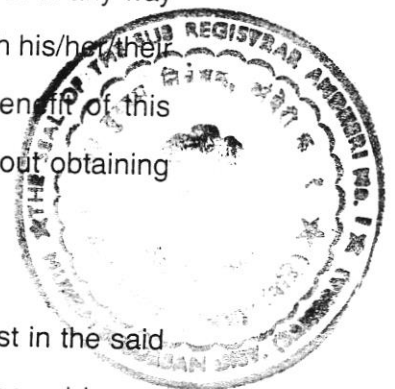
25. The purchaser/s hereby agree/s to pay all the amounts payable under the terms of this agreement as and when they become due and payable including interest thereon @ 24% p.a., time in this respect being the essence of the contract. Further the Promoters are not bound to give notice for the same and the failure of the Promoters thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on their respective due dates.

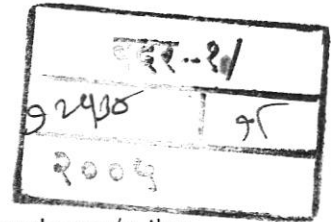
26. The purchaser/s shall use the said premises only as residence/~~car parking~~ garage space and for no other purpose irrespective of whether any other user may be permissible by law and/or by Mumbai Municipal Corporation and/or any other concerned authorities in that behalf. The purchasers shall not cause nuisance or annoyance to the other occupiers of the said building/s. The Purchaser/s shall not use the premises for any illegal or immoral purposes.





27. The purchasers shall not store in the said premises/terrace/car parking space materials of a hazardous or of combustible nature or which are too heavy to affect the structure of the said building.
28. The purchaser/s shall maintain at his/her/their own cost the premises agreed to be acquired by him/her/them in the same good 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, Mumbai Municipal Corporation and other authorities and local bodies and shall attend, answer and be responsible for all action, violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this agreement. If for any reason the Promoters shall not get the electric connection for domestic power then the purchaser/s shall take the possession of the premises inspite of the fact that the domestic connection is not provided in the said premises.
29. The purchaser/s shall not be entitled to claim partition of his/her/their share in the said building and/or buildings or portion thereof and it shall always remain impartable. It is expressly agreed that the Promoters shall not be liable to execute a separate conveyance, assignment or any other document of transfer in respect of the said premises in favour of the purchaser/s.
30. The purchaser/s shall not sub-let, transfer, convey, mortgage or in any way encumber or deal with or dispose off and/or assign or part with his/her/their interest in the said premises or any part thereof or the benefit of this agreement to any third party in any manner whatsoever without obtaining previous consent in writing of the Promoters.
31. If the purchaser/s desire to sell or transfer his/her/their interest in the said premises or desire to transfer or give the benefit of this agreement to any one else, and if the Promoters agree to give such consent then and in such

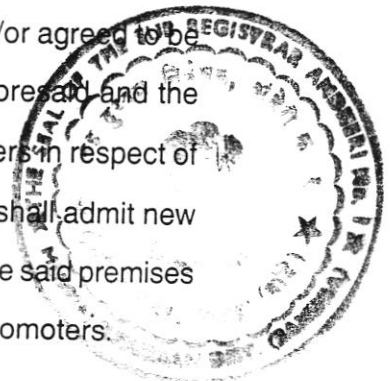




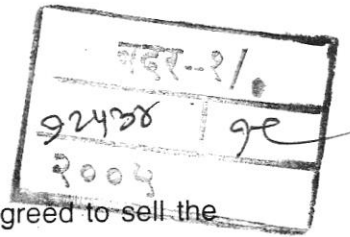
event simultaneously with the Promoters granting to the purchaser/s the consent as herein contemplated, the purchaser/s shall pay to the Promoters such sum as the Promoters may in their absolute discretion determine by way of transfer charges, administrative costs, charges and expenses of and pertaining to the same. It is clearly understood and agreed that unless such amount is paid to the Promoters by the purchaser/s the Promoters shall not be bound or liable to consent to such transfer and that the Promoters are not obliged to give consent to transfer even if the purchaser/s is/are willing to pay such charges.

32. The purchaser/s to whom the said premises are let, sub-let, transferred, assigned or given possession of (after prior written permission of the Promoters) shall from time to time, sign all application, papers and documents and do all acts, deeds and things as the Promoters and/or the society may require for safeguarding the interest of the Promoters and/or the other premises/flats/parking space holder in the said building.

33. The Promoters shall not be required to transfer the said building and the said plot to the body of purchaser/s until all premises therein have been sold by the Promoters and the Promoters receive full payment from all the purchase/s and the development is fully completed. If for any reason whatsoever the Promoters deliver possession of the said plot with the said building to the society prior to sale and disposal of all the premises therein by the Promoters, the Promoters shall be deemed to be the owner of such premises which have not been allotted and/or acquired and/or agreed to be sold at the time when the said building is transferred as aforesaid and the body of purchaser/s shall admit the Promoters as its members in respect of such unsold premises and the purchaser/s and the society shall admit new members as per the direction of the Promoters as and when the said premises and/or one or more of them are agreed to be sold by the Promoters.





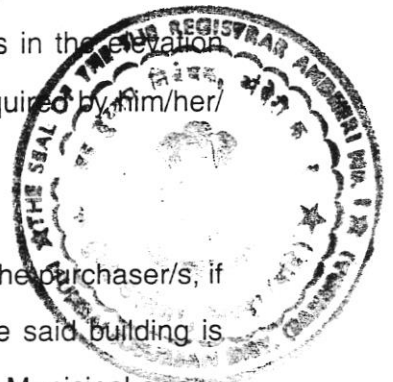


34. The Promoters are and shall be entitled to sell and/or agreed to sell the unsold premises to any person or persons who may not be a purchaser of the premises in the said building and body of purchaser/s shall be liable to enroll and admit the purchaser/s of such premises as their members and the purchaser/s hereby agree and undertake not to raise any objection or requisition in that behalf and he hereby irrevocably consents to what is stated hereinabove.

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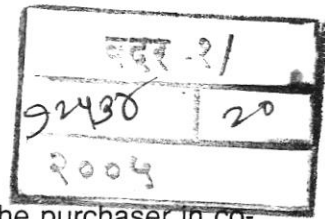
35. The purchaser/s shall permit the Promoters and his surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keep in order and good conditions all services, drainage, pipes, cables, water connections, electric wires in the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wire and for similar purposes and also for the purposes of cutting off the supply of water to the premises or any other premises or the said building in respect whereof the purchaser/s or the occupier of the premises, as the case may be, shall be in default in paying his/her/their share of water tax.

36. The Purchaser/s shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by him/her/them nor will he/she/they at any time make or cause to be made any additions of whatever nature to the said flat/room/garage or any part thereof. The purchaser/s is/are not permitted to make any alterations in the elevation and outside color scheme of the said premises to be acquired by him/her/them.



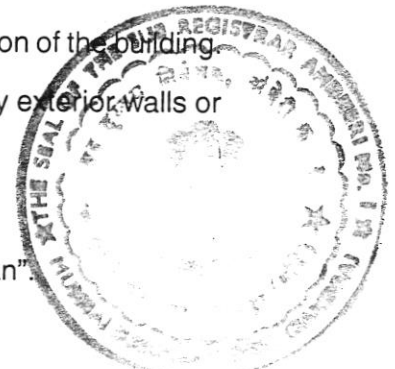
37. After possession of the said premises is handed over to the purchaser/s, if any additions or alterations in or about or relating to the said building is thereafter required to be carried out by the Government, Municipal or any

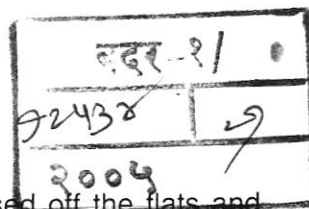




Statutory Authority, the same shall be carried out by the purchaser in co-operation with the purchaser/s of the other flat/room/garage/parking space in the said building at his/her/their own costs and the Promoters shall not be in any manner liable or responsible for the same or to contribute any amount for the purpose aforesaid.

38. The purchaser/s shall not do or permit to be done any act, deed or thing which may render void or voidable any insurance of any part of the said building or cause any increased premium to be payable in respect thereof.
39. The purchaser/s shall not in any manner alter the facade, frontage and exteriors or paint or decorate the same in any manner otherwise than as per the general pattern thereof or decorate the exterior of the said premises otherwise than in a manner agreed to with the consent of Promoters and/or the society. The Purchaser/s shall not close balcony without the sanction and permission of the authority concerned nor shall make any alterations or changes in the elevation of the said building.
40. The purchaser/s shall put the grill according to the design and color provided by the Promoters and shall not make any changes in the design of the grill and shall not disturb the elevation of the buildings in any manner.
41. The purchaser/s shall not throw dirt, rubbish, garbage or other refuse or permit the same to be thrown in the compound or any portion of the building. The purchaser/s shall not use for storage or otherwise any exterior walls or portion of the said premises or put up any projections.
42. The said building shall be known as "Shree Krishna Sadan".
43. On the Promoters completing full development of the said plot by completing the building to be constructed and by completing and carrying out all other

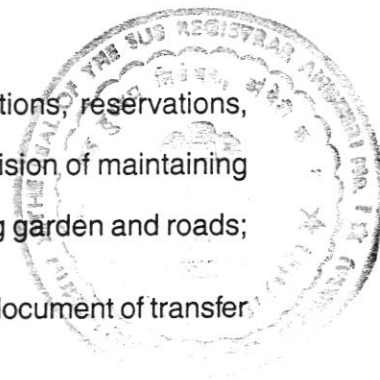


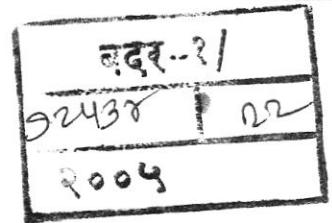


works and after the Promoters have sold and disposed off the flats and other premises and rights and after the Promoters have received all payment to be received from all the intending purchasers and after the society, if any, formed by them has discharged all its obligations, the Promoters shall hand over possession of the said plot together with the developments made thereon to the body of purchasers as the Promoters may deem fit and proper in their sole and absolute discretion and the Promoters shall stand discharged of all their obligations herein.

44. Notwithstanding any other provisions of this agreement, the Promoters shall be entitled at their sole and absolute discretion;

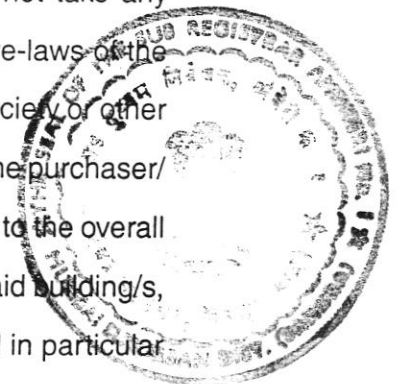
- (a) To have a society and/or limited company and/or any other body or bodies or purchasers formed and constituted as contemplated herein;
- (b) To cause to be transferred the building together with land beneath the same in favour of such society and/or limited company and/or other association;
- (c) To cause to be conveyed and/or transferred such appurtenant land, if any, along with the documents of transfer of the building with the land beneath the same;
- (d) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens and roads may be transferred and/or conveyed;
- (e) To provide for and incorporate covenants, exceptions, reservations, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads;
- (f) To decide from time to time when and what sort of document of transfer should be executed;

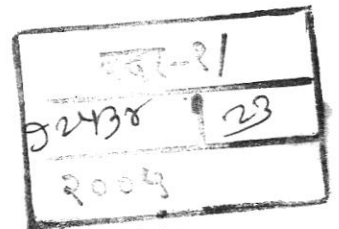




45. On the completion of entire development of the said plot and on receipt by the Promoters of the full payment of all the consideration and other amounts due any payable to them by all the holders of all tenements and rights in the building/s, the Promoters shall co-operate with the flats/garage/parking spaces holders in forming, registering or incorporating the said co-operative society. The rights of the members of the co-operative society shall be subject to the rights of the Promoters under this agreement and the transfer deed to be executed in pursuance thereof. When the co-operative society is registered or incorporated as the case may be and all the consideration and other amounts due and payable to the Promoters in respect of all the tenements rights are paid in full as aforesaid, such co-operative society may require the Promoters to cause transfer on the said plot in favour of such co-operative society.

46. The purchaser/s hereby agree/s to sign and execute all papers, documents and do all other things as the Promoters may require and him/her/them to do and execute from time to time for more effectively enforcing this agreement and/or for safeguarding the interest of all such persons acquiring the remaining flats/garages and car parking spaces in the said building. The purchaser/s undertake/s to be a member of the society and also from time to time to sign and execute all the papers or applications that may be required including the bye-laws of the society. The purchaser/s shall not take any objection, if any, changes or modifications are made in the bye-laws of the society as may be required by the Registrar of Co-operative societies or other competent authority. The power and authority of the society or the purchaser/s herein and other purchasers of the premises shall be subject to the overall power of the Promoters in any of the matters concerning the said building/s, the construction and completion thereof and all amenities and in particular the Promoters shall have absolute authority and control as regard the unsold premises and the disposal thereof.



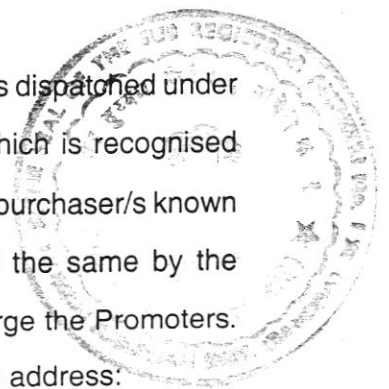


47. Until such time as the possession of the said plot is given to the body of the purchasers and the plot is transferred to such body as aforesaid the purchaser shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by the Promoters and generally to do all and every reasonable act that the Promoters may call upon the purchaser/s to do in the interest of the said plot and the building thereon and the purchaser/s of the other flats/garages and car parking space etc. in the said building.

48. Until such time as the entire project is completed and the possession of the building and the said plot is delivered to the body of flat purchasers and the plot is transferred to such body, the Promoters will be entitled to, if so desired by it to control the management of the building, realisation of the outgoings thereof and disbursements of the payments to be made and purchaser/s alongwith purchasers of the other premises and/or the society will not have any objection to the aforesaid rights of the Promoters.

49. Any delay or indulgence caused by the Promoters in enforcing the terms of this agreement or any for bearance on the part of the Promoters by giving time to the purchaser/s shall not be construed as a waiver on the part of the Promoters or any breach or non-compliance of any of the terms and conditions of this agreement by the Promoters nor shall the same in any manner prejudice the rights of the Promoters.

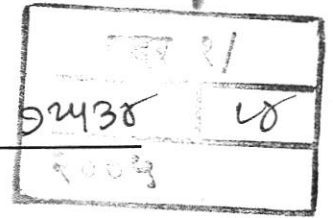
50. All letters, receipts and/or notices issued by the Promoters dispatched under certificate of posting or by e-mail and/or any means which is recognised under Information & Technology Act to the address of the purchaser/s known to the Promoters, will be sufficient proof of receipt of the same by the purchaser/s and shall completely and effectually discharge the Promoters. For this purpose the purchaser/s has given the following address:





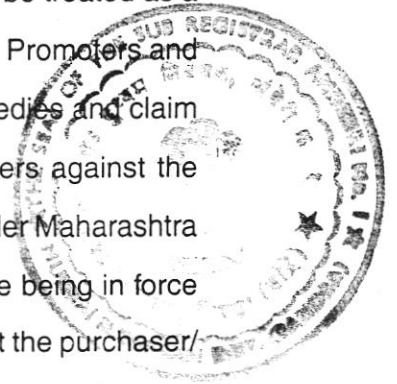
Nirav Babubhai Patel  
403, Indraprasth

NR. SMC Indor Stadium,  
Ghodadud Road  
Surat - 395001.

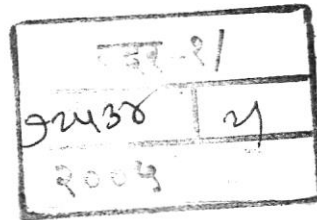


If the purchaser/s neglect, omit or fail for any reason whatsoever to pay to the Promoters the amount due and payable by the purchaser/s under the terms and conditions of this agreement (whether before or after the delivery of possession) within the time herein specified or if the purchaser/s shall in any other way whatsoever fail to perform and/or observe any of the terms and stipulations and conditions and covenants herein contained and on his/her/their part to be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the purchaser/s shall stand absolutely forfeited by the Promoters and the purchaser/s shall have no claim for refund or repayment of the earnest money and/or the said other amounts already paid by the purchaser/s or any part thereof. The purchaser/s hereby agree/s that all his/her/their right, title and interest comes to an end forthwith in the said premises and all amounts paid is forfeited and in such event the purchaser/s shall also be liable for immediate ejectment and he shall be treated as a trespasser by and under the right given by this clause to the Promoters and the same shall be without prejudice to any other rights, remedies and claim whatsoever at law or under this agreement of the Promoters against the purchaser/s. Without prejudice to rights of the Promoters under Maharashtra Ownership Flats Act, 1963 and/or any other Act for the time being in force the Promoters will and shall be entitled to take action against the purchaser/s if the purchaser/s does not pay his/her/their proportionate share of outgoings referred to in this agreement.

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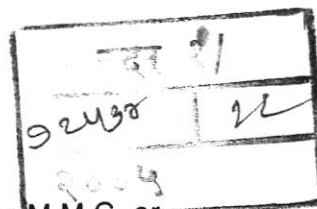




51. Further the purchaser is aware that the scheme of development envisaged by the Promoters of the plot may take probably some long time. The Promoters accept that additional F.S.I. shall be available to construct additional floors on finalisation of the Development Control Rules and/or Development Plan to Greater Mumbai. The purchaser agrees not to insist on formation of the Co. Op. Society etc., or on conveyance being executed until the completion of the entire development of the said property as envisaged by the Promoters. Only upon completion of the development of the entire project and only after the said plot is completely developed. The Promoters shall register one or more co-operative societies or companies or incorporated bodies as may be deem to be convenient and profitable to Promoters and only after execution of conveyance all the rights, title and interest of the owners of the said plot together with the building/s standing thereon shall be vested in the society/s limited company, private Ltd., association as the case may be.

52. It is expressly agreed by and between the Promoters and the purchaser/s that if any additional F.S.I. is becoming available on the said property, by way of TDR (Transfer of Development Rights) or change in Development Control Rules or if the Promoters are in possession of or acquire any additional lands or properties adjacent to the said property or otherwise, the Promoters shall be fully entitled to develop the said additional lands/properties and/or to further develop the said property by amalgamating such adjoining properties and/or exploiting and/or utilising all the all the F.S.I. which may become available thereon under the Mumbai Municipal Corporation Acts, Development Control Rules and its further amendments or re-enactment and also any additional further or other F.S.I. which may become available by virtue of any new legislation or change in the Development Control Rules or present Statutes, Acts or Rules or by virtue of any new scheme, objective or policy being decided, announced, adopted or introduced either by the



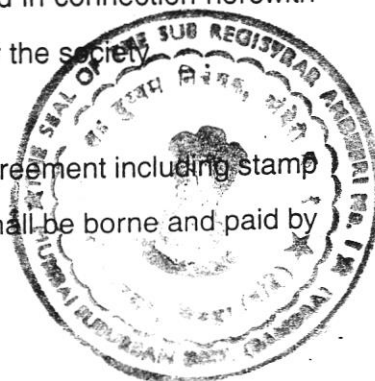


State of Maharashtra, Central Government or other body or M.M.C. or authority at any time hereafter. The purchasers/ hereby irrevocable agree/s not to object to any amended building proposals and/or plans which may be submitted or got sanctioned by the Promoters for the purpose of utilising F.S.I. or further additional F.S.I. which may become available on the said property and/or the properties acquired or to be acquired by the Promoters.

53. All costs, charges and expenses in connection with the formation of the Co-operative Society as well as costs of preparing, engrossing, stamping and registering all the agreements, deed of assignment or any other document or documents required to be executed by the Promoters and by the purchaser/s including stamp duty, registration charges etc. payable in respect of such documents as well as the entire professional costs of the attorneys of the Promoters for preparing and approving all such documents shall be borne as aforesaid proportionately by all the holders of the premises etc. in the said building/s. The Promoters shall not be liable to contribute anything towards such expenses.

54. If any permission is required to be obtained or any compliance is to be effected in accordance with the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or of the Land Acquisition Acts and/or Land requisition Act and/or any Central or State legislation and/or any rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name called the same shall be complied with by the purchaser/s and/or the body of the purchaser/s and/or the society in consultation and in co-operation with the Promoters and all costs, charges and expenses, if any, that may have to be incurred in connection herewith shall be borne and paid by the purchaser/s and/or the society.

55. All costs and expenses of and incidental to this agreement including stamp duty and registration charges of this agreement shall be borne and paid by the purchaser/s.



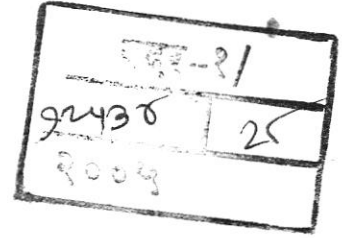
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२००५	

56. The purchaser/s shall immediately after the execution of this agreement lodge the same for registration with the appropriate registering authority and shall within two days after lodging the same intimate the same to the Promoters together with the serial number under which the same is lodged with a view to enabling the Promoters to admit the execution. If the purchaser/s fail/s to lodge this agreement for registration, the Promoters shall not be in any way responsible for the non-operation with the Promoters and all costs, charges and expenses, if any, that may have to be incurred in connection herewith shall be borne and paid by the purchaser/s and/or the society.
57. Any addition or alteration in amenities by the purchaser/s, if agreed by the Promoters, shall be carried out at the extra costs of the purchaser/s which shall be paid in advance by the purchaser/s before the work is carried out by the Promoters.
58. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership flats Act, 1963 and the Rules thereunder and/or any statutory modification and/or re-enactment of the Act and/or rules or any other provisions of law applicable thereto and hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands to the seals the day and year first hereinabove written.

*Handwritten signature/initials*



**FIRST SCHEDULE OF THE PROPERTY**

ALL THAT pieces and parcels of land or ground bearing S.No. 23-C, Entry No. 205 & 215 and part of Falni No. 1 & 2, C.T.S. No. 761, 761/1 to 3 admeasuring 807 sq.yds. equivalent to 656.30 sq.mts. together with the building known as 'Krishna Sadan' (the said Krishna Sadan is now demolished) situate, lying and being at Village Vile Parle, Taluka Andheri, in the registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:

On or towards the North : by property of late Shri. B.B.Keskar

On or towards the South : by Subash Bose Road

On or towards the West : by Paranjpe 'A' scheme Road No.2

On or towards the East : by property of late Shri. Hari Vishnu Joshi

**SECOND SCHEDULE****COMMON AREAS AND FACILITIES**

Proportionate area of immediate landing area abutting the main door after landing on the said floor of the said premises to be shared equally by all the premises holder as the said floor.

Proportionate right alongwith all purchasers of the premises in the said plot in limited common area.

Staircase room

Lift room

Suction Tank & Over Head Tank

Pump room

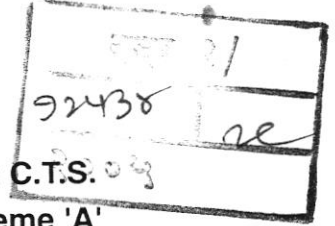
Garden Path way

Main gate etc.

Common light in the said bldg. on terrace and garden pathway.







**Proposed Residential Building On Plot Bearing C.T.S. 043  
No. 761 of Village, Vile Parle (E), Paranjape Scheme 'A'  
Road No. 2, Mumbai - 400 057.**

**Gracious Interiors :**

- R. C. C. Frame work with Seismic consideration.
- Elegant entrance lobby with Marble and Italian floorings.
- Marbonite flooring on entire Rooms.
- Granite kitchen platform with stainless steel sink.
- Glazed Tiles above kitchen platform.
- Ceramic tile flooring and full height tile in bath and W. C. with Jaguar bath fittings.
- Hot & Cold mixer in bathroom.
- Concealed plumbing work with heavy type brass fittings.
- Concealed copper wiring.
- Provision for cable and telephone point in each room.
- A/C power points in all bed rooms.
- POP finished in all rooms.
- Powder coated aluminium windows with heavy section.
- Lift of standard make with decorative interiors.
- Adequate car parking space in compound.
- Waterproofing treatment in terrace and each toilet of building and pest control treatment on foundation of building against termite.
- Mahanagar Gas Terminal on each flat.
- Intercom and security system in each flats.

NP

J-1 NP  
B



# ANNEXTURE - A



I. E. P. - 1,00,000 - 4-64 - WCA5 - (Ca)  
G. B. R. D., No. 3818, dated 15-2-69

RULED CARD

15212

64	[Handwritten: 1502 32]	C-1	- - -
	[Handwritten: 1502 32]		

1) श्रीमती सुषीलाबाई डी. मोरारजी  
2) श्रीमती सुषीलाबाई डी. मोरारजी  
मृत्युपत्रांक - 15-2-69  
जिल्हा न्यायालय, मुंबई  
प्रेमजी अफ. कोर्ट करण

22 DEC 1969

मृत्युपत्रांक - 15-2-69  
जिल्हा न्यायालय, मुंबई  
प्रेमजी अफ. कोर्ट करण

मृत्युपत्रांक - 15-2-69  
जिल्हा न्यायालय, मुंबई  
प्रेमजी अफ. कोर्ट करण

Handwritten signature/initials



2438 32



Y. P. P. - 1,00,000 - 4-64 - WCAE - (Ca)  
G. B. R. D., No. 8616, dated 16-9-56.]

RULED CARD

15213

649/3

34 32  
93-2

C-1

1) श्रीमती. सुशिलाबाई डी. मोरारजी  
2) श्रीमती. चंद्रकांत डी. कानावले

सुशुप्रेम - सि. सं. सं.  
649 प्रमाणे



22 DEC 1969

म. म. व. १३.६  
म. म. व. १३.६

४-१०-८०

७६९-५५७६१ बी.म.

म. म. व. १३.६



92438 33

19240) बबरेदीने स्व. क्र. १३६६ वारसाने पारक नः

29	व. वारसनि संपूर्णा	१) मन्त्रोपनि - लयता
	मिळकत	दुकमुल

के.न.

952

ਦੁਰਮੁਖਕਾਰ :

५) संजना सुरज मोरजकर

अरमाकांस्त याकंगी पुकयुठकर.

पु. बालानी दलाराम यांच्याकडे

मुक्यूठकर.  
यां-याठ.  
०२१/अं  
क. द. म.  
विद्येगळे

विद्येपार्ल

1995 - 2000

तारीख 2.12.2008 बुधवार - 3

The total value of ..... is Rs. ....

मकसद १. जारी करीब २५०००० रुक ..... २,००,०००

नवकल तथा करणार.....वेकुन बुलु.....  
६२००

नवकल तपस्विणः

## सत्य-प्रतिलिपी

नगर भूमापन अधिकारी बिल्लेपार

प्रमाणपत्र

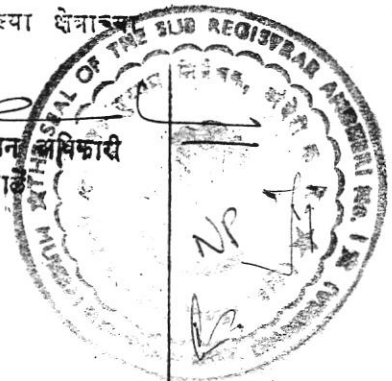
मिळकत पत्रिकेच्या प्रमाणित प्रतीवर देखील क्षेत्र 93-ए

बो. मी. अक्षरी-तेरा.. पूर्णाक्षर-कृ. दशांश.. चौ. मी.

हे मुळ मिळकत पत्रिकेवर दाखल असलेल्या क्षेत्रा

मेळात असल्याची खानी केली.

नगर भूमापन अधिकारी  
विलेपार



२१  
१२५३४ ३६

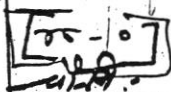


Y. P. P. - 1,00,000 - (54) - WCA5 - (Ca)  
G. R. B. (D.), No. 8616, dated 18-9-58.]

RULED CARD

15214

७६७/२



C-1

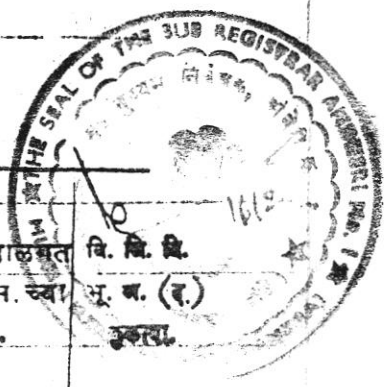
७ - गीमसी. सुनीलबाई डी. मोरारजी

७ - मनीषा चंद्रकांत डी. नागवती

हस्तपुत्रां - १११० सं० ०००

७६७ प्रमाण

2 DEC 1969



प्राप्त मापचे कायद्यानुसार वि. नि. नि.  
प्रा. त. १९५१-५२ च्या कायद्यानुसार व भा. स. च्या भू. न. (२)  
अनुसार मापचे हस्तांतर केले. मुद्रा.

७९०-६० न. नु. ७६७-५२०६ नो. २१

R. N. P. ५१

हर-२/ १२५३४ ३७ २००५

१२/२००५

शबरेदीने व दफ ३६६ कारसोने यारकः

कारसोने

संपूर्ण

मिळकतः

१) मकोथिनि कुळा

मुळभूतकर

के. नं०

२) संजना सुरज मोरजकर

३६२

३) दमा कान्त टाकडी

मुळभूतकर

४) शाळीनी दत्ताराम पांचाळ

ब. न. म. विठेपाळे

क्रमांक - २०८८

दाखल तारीख २४-१०-२००५ नकलेचा प्रकार जेदी - ३

न. ल. तयार तारीख २४-१०-२००५ नकल शुल्क ६०-००

दिल्याची तारीख २४-१०-२००५ नगर शुल्क २-००

तयार करणार... जेजुण शुल्क ६२-००

तयार करणार... जेजुण शुल्क ६२-००

सत्य-प्रतिलिपी

नगर भूमापन अधिकारी विठेपाळे

प्रमाणपत्र

मिळकत पत्रिकेच्या प्रमाणित प्रतीवर दाखल क्षेत्र...  
बो. सी. अक्षरी...  
हे मुळ मिळकत पत्रिकेवर दाखल असलेल्या क्षेत्राच्या  
मेळाव असलेली खात्री केली.

नगर भूमापन अधिकारी विठेपाळे



92488 32

Y. P. P. - 10,000 - 1.24 - WCA5 - (Ca)  
G. R., R. D., No. 8618, dated 14-9-56.

RULED CARD



629/3

15215

C-1

१) श्रीमती. सुश्रीयाबाई. वि. मोरारजी.  
२) श्री. मलीबे. चंद्रकांत. वि. मलावटी.

सुपुत्रोत्तम मि. १९५९ प्रमाण

22 DEC 1959

श्री. मलीबे. चंद्रकांत. वि. मलावटी.  
कायदा. सुपुत्रोत्तम मि. १९५९ प्रमाण

६-१०-५९

श्री. मलीबे. चंद्रकांत. वि. मलावटी.



NO



पत्र-२/  
२५४४ ३५  
२००५

१९८०

१) वनदेदीने व दमक १२६८ चारसामे चारकः  
 २) सवायिनी सुप्री  
 ३) पुकसुलकर  
 ४) राजना सुदजें मारजकर  
 ५) दमाकॉन्स थाकनी

के. नं.  
१५२

पुकसुलकर  
 ६) शाहीनी दत्ताराम पांचवले

१५/१२/०५  
 व. म. न.  
 विधेयां

कमाक - २०८

१) राणाव चारीप २१/११/०५ चालीन - ३  
 २) २४१५ २००५ ६८ ००  
 ३) २४१५ २००५ २ ००  
 ४) २४१५ २००५ २ ००  
 ५) २४१५ २००५ २ ००  
 ६) २४१५ २००५ २ ००

सत्य

नगर भूमापन

**प्रमाणपत्र**

मिळकत धरि केव्या प्रमाणित प्रदीवर दस्तऐवज १२.४.००  
 श्री. मी. अश्विनीकाजीता. प्रण.क. १/१२/०५. चौ. मी.  
 ६ सुळ मिळकत धरि केवळ दाखल वाचि केव्या केव्या  
 विलास असदमाची खात्री केली.



ANNEXTURE - B

Office of the Additional Collector & C. A. 92438 35  
ULC., Brihanmumbai.

5<sup>th</sup> floor, Administrative Building Mumbai Suburban Dist., Govt. Colony, Bandra (East), Mumbai 400051  
No. C/ULC.D.III 22/6956 Date: 22.3.2002

To.  
Smt. Sushilabai D Morarji.  
C/o. Mr. R.D. Tuluskar & ors.  
C/o. Mr. Ashok S Parmar, (CA)  
C/o. Mr. S.R. Karnik (Architect)  
604, Hinal, Thakur Complex,  
Bandra (E), Mumbai 101.

Sub: Permission for redevelopment of Property bearing  
CTS.No.761, 761/1 to 3 of Village Vileparle  
Taluka Andheri in Mumbai Suburban District.

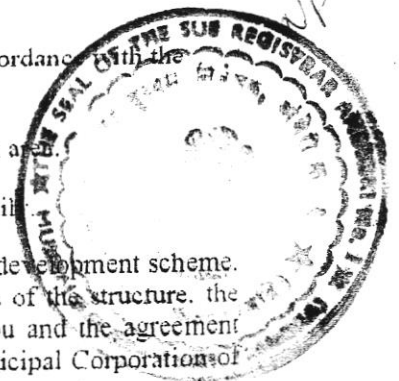
Madam Sir,

A. Please refer to your Architect's letter No.M/01/24 dated 24.1.2002 seeking permission for redevelopment of the above mentioned property.

B. At this stage, the land is non-vacant and within the meaning of the U.L. (C & R) Act, 1976, because it is built-up with two structures which containing two dwelling unit. The calculation of plinth area, land appurtenant, additional land appurtenant etc. show that the land is non-vacant to the extent of 656.30 sq.mt. (Six Hundred Fifty Six Point Thirty Sq.mt.) excluding area under road set back to the extent of Nil sq.mts.

Thus, the question of permission under section 22 of the ULC Act, 1976, in your case can be considered only when the land becomes vacant after all the structures are demolished with the consent of the existing occupants / tenants of the premises and the proposed building has been constructed as per approved plans and is on the verge of completion. The order under Sec-22 with permission to retain the above land usually contains the following conditions: -

1. The letter of intent and permission under Sec.22 shall be subject to the applicant's producing proof regarding the title of ownership of the land, possession, area and user thereof. The Municipal Corporation of Greater Mumbai should verify the same before issuing IOD/CC.
2. The permission is, operative for redeveloping the property in accordance with the provision of D.C. Regulation in force.
3. The maximum size of the tenements should be 120 sq.mts. plinth area.
4. Not more than one dwelling unit shall be sold allotted to one family.
5. Existing tenants/occupants shall be rehabilitated by you in the redevelopment scheme. You should submit the names and number of tenants/occupants of the structure, the area occupied by each of them, the alternative proposed by you and the agreement entered into with each of the tenants by you to this office. Municipal Corporation of Greater Mumbai to ensure rehabilitation of existing tenants/occupants as per their rules.
6. Form no.VI prescribed in rule no.12 u/s.22 of the Act, shall be filed within a period of three months from the demolition of the existing structures. Question of issuing regular order u/s.22 for the land falling vacant due to demolition of structures will be considered only after the existing structures are demolished, and proposed building has been constructed as per approved plans and is on the verge of completion.
7. The construction work of redevelopment shall be completed within the period of 5 years from the date of issue of this letter of intent.



- 72436 3e
8. The holder will not utilise the FSI of the structures, which are not demolished.
  9. This letter of intent is valid for the period of five years from the date of its issue and would be lapsed automatically, if work is not commenced within the specified period. As area admeasuring 656.30 sq.mt. (Six Hundred Fifty Six Point Thirty Sq.mt.) excluding area under road set back to the extent of Nil sq.mts. is non vacant land retainable by the land holder within the meaning of U.L. (C & R) Act, 1976.
  10. You should obtain No objection certificate for further CC above plinth level from this office by submitting all tenants agreements.
  11. The above conditions will be binding on all the owners/their assignees, constituted attorney, developers and transferees.
  12. Statement u/s.6 (I) of the Act filed by him, if any will be decided separately.

C. This letter of intent is also subject to your obtaining NOC/Clearance permission from any other authorities viz. The Bombay Housing & Area Development Board, the Additional Collector, BSD/ sub Divisional Officer, BSD/Additional Dist. Dy. Collector, N.A.A. etc applicable in your case under the respective Acts or any other Act for the time being in force. This letter of Intent only clarifies for you that your land today is non vacant land to the extent of 656.30 sq.mt. (Six Hundred Fifty Six Point Thirty Sq.mt.) excluding area under road set back to the extent of Nil sq.mts. within the meaning of the U.L.C Act, 1976, and that the question of permission u/s.22 may arise only after the land becomes vacant on account of demolition of the buildings and proposed building has been constructed as per approved plans and is on the verge of completion.

D. As per the power entrusted with me, I hereby allow the landholder to hold the vacant land for the redevelopment purpose after demolition of the existing structures till the validity of this order.

E. You may approach the Municipal Corporation of Greater Mumbai with an undertaking that, all the above mentioned conditions are acceptable to you to get your redevelopment proposal approved. You should apply for permission u/s.22 of the Act, at the time mentioned in the condition No.6. above.

F. You may also note that you would be required to submit the progress of rehabilitation of the existing tenants occupants of the structures every six months.

Your faithfully,

(S.R. Nare)

Additional Collector & C.A

U.L.C. Gr. Mumbai

Municipal Corporation of Greater Mumbai, Mahapalika

1. The Dy. City Engineer (DP) Municipal Corporation of Greater Mumbai, 400001 Marg, Fort, Mumbai 400001
2. The Ex. Engineer (B.P). Western Suburbs, "H & K" Ward, Bandra, Mumbai 50.

He is requested to inform this office after the existing structures have been demolished, to forward a copy of the undertaking furnished by the land owner/ developer concerned vide para E, above and a copy of IOD/CC is granted.

3. Copy filed with statement u/s. s.6(I) bearing No. C/ULC/6(i)/SR-XXIV 402/ dated 27.2.2002 for information and record.

28

## ANNEXTURE - C

MPP-6967-2000-15,000 Forms.

346  
orm  
88

This I.O.D. C.C. is issued subject to the provision of Urban Land Ceiling and Regulation Act, 1970

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

Ex. Engineer ~~Engg. Deptt. (W.S.)~~  
H and K - Wards,  
Municipal Office, R. K. Park, Marol  
Bandra (West), Mumbai-400 050.

EC/48

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

No. E. B./CE/

BS/A

of 200 200

MEMORANDUM

No. CE/7646/WS/AK of

Municipal Office,

Mumbai ..... **6 APR 2002**

Shri Jitendra Parmar, C.A. to Owner.

With reference to your Notice, letter No. 337 dated 8/11/2002 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and detail of your building, at 761/1 to 3 of Village Vileparle (East), Sovani Road, Vileparle (East) furnished to me under your letter, dated 200 I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

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

1. That the commencement certificate under section 44/69 (1)(a) of the M.R. T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation no. 38(27).
3. That the low lying plot will not be filled upto 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 and consolidated and sloped towards road side, before starting the work.
4. That the structural engineer will not be appointed, supervision memo as per appendix XI (regulation 53)(ix) will not be submitted by him.
5. That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.
6. That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/E.E. (T & C)/E.E.D.P./D.I.L.R. before applying for C.C.
7. That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
8. That the agreement with the existing tenant alongwith the plan will not be submitted before C.C.



( ) 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 by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the ..... day of ..... 2003 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

*D. Lamb*  
06/04/2002  
Executive Engineer, Building Proposals.  
Zone, ME Wards.

### 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 Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

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

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

"(a) Not less than, 2 feet (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 than existing or thereafter to be laid in such street."

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

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which 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 in respect of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

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

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

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

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site 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

*NP*

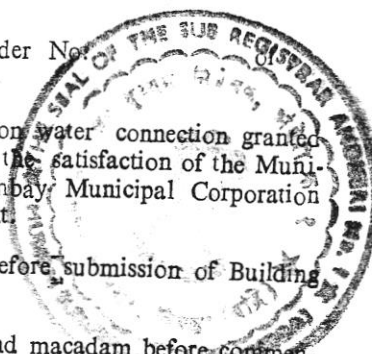
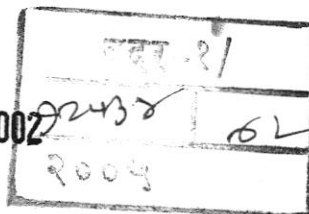
No. EB/CE/ 2646/BS-03

IAK

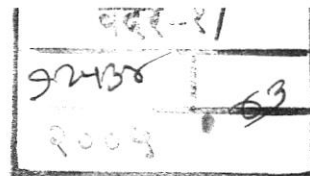
- 6 APR 2002

## NOTES

- (1) The work should not be started unless objections (to) are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material 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 hoarding is constructed and application 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 atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stored in front of the property. The scaffoldings, bricks, metal, sand, preps, debris, etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection 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 acknowledgment obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted nor water connection granted (except for the construction purposes) unless 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 including asphalt, lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broken glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



28



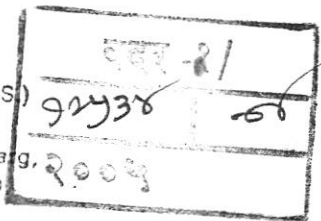
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :—
- Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
  - Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - 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 same arise 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 nahanis 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 Mumbai as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or cone shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).  
 (b) Lintels or Arches should be provided over Door and Window opening.  
 (c) The drains should be laid as require under Section 234-1 (a).  
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

**COPY TO—ARCHITECT OWNER**

Executive Engineer, Building Proposals

Zones..... Wards.

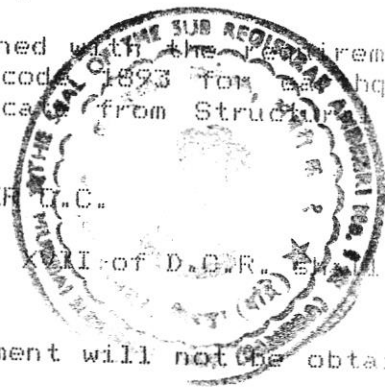
Ex. Engineer Bldg. Proposal (W.S.)  
H and K — W.S.,  
Municipal Office, R. K. P. Marg,  
Bandra (West), Mumbai-400 050



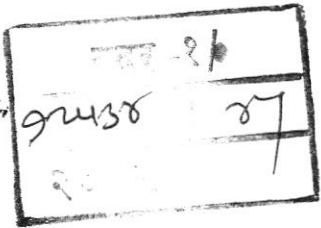
No. CE/7646/WS/AK of

6 APR 2002

9. That the I.B. indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work will not be submitted before C.C./starting the work.
  10. That the existing structure proposed to be demolished will be demolished or necessary Phase Programme with agreement will be submitted and got approved before C.C.
  11. That the requirements of N.O.C. of (i) B.S.E.S.Ltd. (ii) A.A.&C.K/E. (iii) P.C.O. (iv) MTNL will not be obtained and requisitions if any will not be complied with before occupation cft./B.C.C.
  12. That the qualified/registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.
  13. That the extra water and sewerages charges will not be paid to A.E.W.W.K/East ward before C.C.
  14. That the development charges as per M.R.T.P.(amendment) 1992 will not be paid.
  15. That the requisite premium as intimated will not be paid before applying for C.C.
  16. That the R.U.T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
  17. That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
  18. That the soil investigation will not be done and report thereon will not be submitted with structural design.
  19. That the building will not be designed with the requirement of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- B. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.
1. That the notice in the form of appendix II of D.C.R. shall be submitted on completion of plinth.
  2. That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.







No. CE/7646/WS/AK of **6 APR 2002**

3. That the requirement of N.O.C. from C.A., U.L.C. & R. Act will not be complied with before starting the work above plinth level.

**C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :**

1. That the conditions mentioned in the clearance under No.C/ULC/D-III/22/6956 dated 26/3/2002 obtained from Competent Authority under U.L.(C.&R.) Act, 1976 will not be complied with.

2. That some of drains will not be laid internally with C.I. pipes.

3. That the dust bin will not be provided as per C.E.'s circu No.CE/9297/II dated 26.6.1978.

4. That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C..

5. That the 10' wide paved pathway upto staircase will not be provided.

6. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon ;and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.

7. That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before O.C.C./B.C.C.

8. That the carriage entrance will not be provided before starting the work.

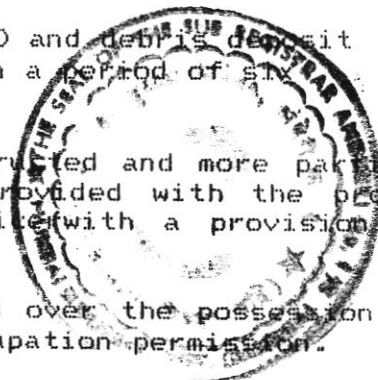
9. That the parking spaces will not be provided as per D.C.R.No.36.

10. That B.C.C.will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of its payment.

11. That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.

12. That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.

13. That the letter box of appropriate size shall not be provided for all the tenements, at the ground floor.



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Paul

**- 6 APR 2002**

14. That the infrastructural works such as construction of hand-holes/panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.

15. That the regulation No.45 and 46 of D.C.Reg.1991 shall not be complied with.

16. That P.R.Card in the name of legal heir shall not be submitted before OCC.

17. That the Structural Stability Certificate shall not be submitted before OCC.

18. That the Lift Inspector's Certificate shall not be submitted before OCC.

D) CONDITIONS TO BE COMPLIED WITH BEFORE R.C.C.:

1. That the cft. u/s.270-A of the B.M.C.Act will not be taken from H.E.'s department regarding adequacy of water supply.

F:\WS\IOD\IOD7646

EX. ENGR. BLDG. PROPOSAL  
(W.S.) K/EAST/~~WEST~~ WARD

# ANNEXTURE - D

BMPP-1649-2002-10,000 Forms.

C-3

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/764/BSH/WS/AH/AK of

COMMENCEMENT CERTIFICATE

Ex: Engineer Bldg. Proposal (W.S.)

H and K - Wards

Municipal Office. R. K. Patkar Marg,

Bandra (West). Mumbai-400 058

This C.C. is issued subject to the provision of Urban Land Ceiling and Regulation Act, 1970

19 APR 2003

To, Shri Jitendra  
Parman  
C.A.D. Owner

Sir,

With reference to your application No. 7699 dated 8/01/2002 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building

To the development work of Residential CTS No. 761, 761/103  
at premises at Street Savani Rd village Wile Parle/G plot  
No. --- situated at Wile Parle & Ward K/E Ward

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 in accordance with the sanctioned plan.
  - (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 applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri P.P. Pant  
Assistant Engineer to exercise his powers and functions of the Planning

Authority under Section 45 of the said Act.

This CC is valid upto 10 APR 2004

This Commencement certificate is for 1/6  
carrying out the work upto For still 8/6

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

Pant  
Assistant Eng. Building Proposals

(Western Subs.) 'H & K/West' 'K/East & P'/Wards'

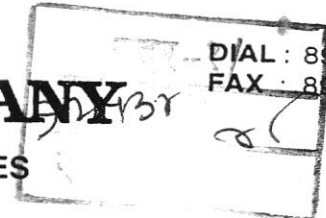
FOR  
MUNICIPAL CORPORATION OF GREATER MUMBAI

ANNEXTURE - E

1

**R. N. OZA & COMPANY**

LEGAL CONSULTANTS & ADVOCATES  
HIGH COURT



Mr. R. N. OZA

B.Com. L.L.B.

Mrs. C. R. OZA

B. Com. L.L.B.

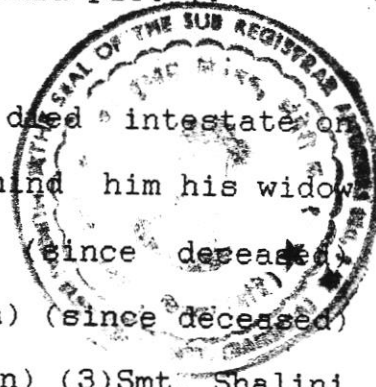
214/215, Laljis' Shopping Centre,  
2nd Floor, S. V. Road, Borivali (W),  
Mumbai-400 092.

Ref. : \_\_\_\_\_

Date : \_\_\_\_\_

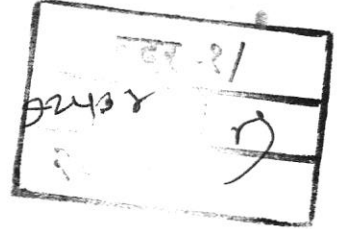
**TITLE CERTIFICATE**

- a) One late Dhakji Krishna Tulsulkar was the absolute Owner of all that pieces and parcels of land or grounds bearing S.No.23-C, Entry No. 205 & 215 and part of Falni No.1 & 2, C.T.S. NO.761, 761/1 to 3 admeasuring 807 sq.yds. equivalent to 656.30 sq.mts. together with the ground + 2 upper stories standing thereon known as Krishna Sadan situate, lying and being at Village Vile Parle, Taluka Andheri, in the registration District and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the schedule hereunder written (hereinafter referred to as "the said plot").
- b) Said Dhakji Krishna Tulsulkar died intestate on 24.2.1972 at Mumbai, leaving behind him his widow (1) Smt. Ansuya Dhakji Tulsulkar (since deceased), (2) Krishna Dhakji Tulsulkar (son) (since deceased), (3) Ramakant Dhakji Tulsulkar (son) (3) Smt. Shalini Dattaram Panchal Alias Taramati Dhakji Tulsulkar (Daughter) as his only heirs and legal representatives according to Hindu Succession Act, 1956 by which he was governed at the time of his death.

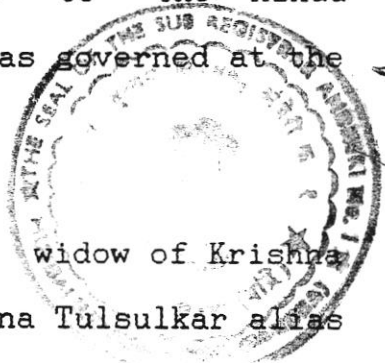


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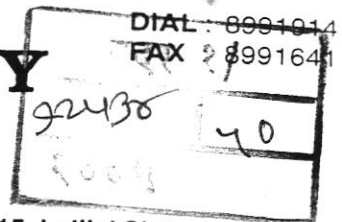




- c) Said Ansuya Dhakji Tulsulkar also died intestate on 22.5.1996 at Mumbai, leaving behind her (1) Krishna Dhakji Tulsulkar (son) (since deceased) (2) Ramakant Dhakji Tulsulkar (son) (3) Smt. Shalini Dattaram Panchal Alias Taramati Dhakji Tulsulkar (Daughter) as her only heirs and legal representatives according to Hindu Succession Act, 1956 by which she was governed at the time of her death.
- d) Said Krishna Dhakji Tulsulkar also died intestate on 22.2.1999 at Mumbai leaving behind him his widow (1) Prabodhini Krishna Tulsulkar and (2) Nilima Krishna Tulsulkar (Daughter) as his only heirs and legal representatives according to the Hindu Succession Act, 1956 by which he was governed at the time of his death.
- e) Smt. Prabodhini Krishna Tulsulkar, widow of Krishna D. Tulsulkar and Smt. Nilima Krishna Tulsulkar alias Sanjana Suraj Morjkar were occupying the premises of admeasuring 460 sq.ft. carpet area in the said building.
- f) By an agreement dated 17th November, 2001, Shri. Ramakant Dhakji Tulsulkar & Ors. the Vendors therein of the one part and Mrs. Neha R. Tulsulkar & Ors.



NP

**R. N. OZA & COMPANY**LEGAL CONSULTANTS & ADVOCATES  
HIGH COURT214/215, Laljis' Shopping Centre,  
2nd Floor, S. V. Road, Borivali (W),  
Mumbai-400 092.

Mr. R. N. OZA

B.Com. L.L.B.

Mrs. C. R. OZA

B. Com. L.L.B.

Ref. : \_\_\_\_\_

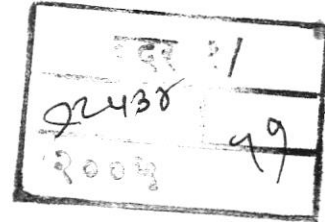
Date : \_\_\_\_\_

the confirming party therein of the second part (the confirming party have no right on the said plot but they are made party only for the sake of convenience and abundant caution) have agreed to grant development rights and ultimately agree to transfer, assign and convey the said plot and M/s. Konark Enterprise, the Developers therein of the third part agreed to acquire the developments rights and ultimately to acquire the said plot at and for the consideration and on the terms and conditions recorded therein.

- g) Shri. Ramakant Dhakji Tulsulkar & Ors. have executed irrevocable general power of attorney duly notarised on 3rd September, 2001 in favour of (1) Shri. Ashok Shamji Parmar and (2) Shri. Jitendra Madhavji Parmar, the partners of M/s. Konark Enterprise in respect of the development of the said plot.

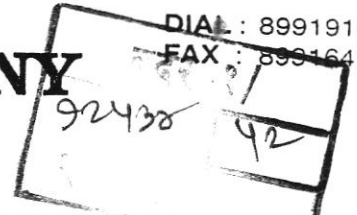
- h) By various agreements the Developers have settled with the tenants of Krishna Sadan.

NP 6/



- i) We have verified the property card of C.T.S. No.761, 761/1 to 3 and did not find any encumbrances.
- j) We have also given Public Notice in Mumbai Samachar & Free Press Journal which was printed and published on 8.9.2001 and also in Nav Shakti on 10.9.2001 against which we have received a letter dated 11.9.2001 from Mr.P. V. Kamath, Advocate for Mr.Bansi Podar & Ors. claiming to be the tenants in the building known as "Krishna Sadan". We have also received a letter dated 12.9.2001 from Mr.V.B.Pawar, Advocate for Mr.Vijay Narhari Gujarathi and Mr. Hemant Narhari Gujarathi claiming to be the tenants on the ground floor in the building known as "Krishna Sadan". We have also received a letter dated 24.9.2001 from Mr. V.K.Damle, Advocate for Smt. Mangala Bhagwan Agarkar in respect of her right on wooden khokha as a monthly tenant. Thereafter several correspondence are followed and certain suits are also filed in the court of law.
- k) The owners either through themselves and with the Developers and the Developers themselves have settled with all the tenants by executing suitable agreements.

NB

**R. N. OZA & COMPANY****LEGAL CONSULTANTS & ADVOCATES  
HIGH COURT**DIAL : 8991914  
FAX : 8991641

Mr. R. N. OZA

B.Com. L.L.B.

Mrs. C. R. OZA

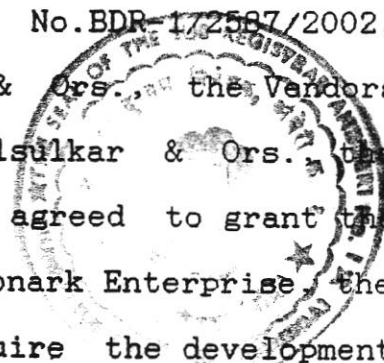
B. Com. L.L.B.

214/215, Laljis' Shopping Centre,  
2nd Floor, S. V. Road, Borivali (W),  
Mumbai-400 092.

Ref. : \_\_\_\_\_

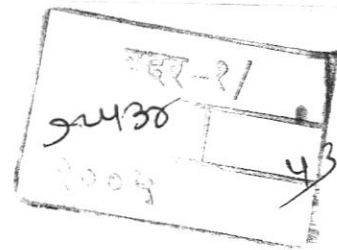
Date : \_\_\_\_\_

- 1) We have taken out search in respect of the said plot through our search clerk Shrinivas A. Chipkar and the said search report dated 8.1.2003 is furnished to us which indicate that Smt. Prabodhini K. Tulsulkar, Smt. Sanjana Suraj Morjkar, Ramakant Dhakji Tulsulkar & Smt. Shalini Dattaram Panchal are the holders of the said plot as per City Survey Record. It is also indicate that by duly registered agreement for development dated 17.11.2001 registered on 25.5.2002 vide No.BDR-172587/2002, said Ramakant D. Tulsulkar & Ors., the Vendors therein and Ms. Neha R. Tulsulkar & Ors., the confirming party therein have agreed to grant the development rights and M/s. Konark Enterprise, the Developers have agreed to acquire the development rights in the said plot. The search is taken from the Sub-Registrar Office at Bandra from 1962 to 2002 and from the Sub-Registrar Office at Mumbai from 1962 to 2002, we did not find any encumbrances under the said search report.



NP





- m) The office of the Additional Collector vide letter No.C/ULC/D.III.22/6956 dated 26.3.2002 informed the owners that permission for redevelopment of the said plot under section 22 of the Urban Land (Ceiling & Regulation) Act, 1976 can be granted only when the lands become vacant, however, certain conditions are laid down in the said letter and upon compliance of said conditions Mumbai Municipal Corporation are entitled to grant permission for re-development of the said plot.
- n) The Developers have obtained Intimation of Disapproval vide No.CE/4646/WS/AK dated 6th April, 2002 from Mumbai Municipal Corporation.

Subject to abovesaid agreements and subject to search report and subject to the provision of the Urban Land (Ceiling & Regulations) Act, 1976 we opine that the title of the said plot is clear and marketable and without any encumbrances of whatsoever nature.

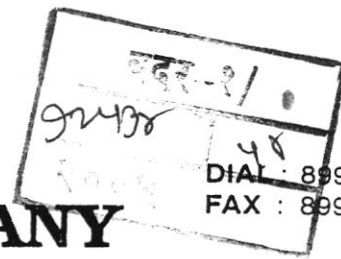
#### SCHEDULE OF THE PLOT

ALL THAT pieces or parcels of lands or grounds bearing S.No.23-C, Entry No.205 & 215 and part of Falni No.1 & 2, C.T.S.NO.761, 761/1 to 3 admeasuring 807 sq.yds. equivalent to 656.36 sq.mts. together with the

NP

7  
**R. N. OZA & COMPANY**

LEGAL CONSULTANTS & ADVOCATES  
HIGH COURT



Mr. R. N. OZA

B.Com. L L. B.

Mrs. C. R. OZA

B. Com. L L. B.

214/215, Laljis' Shopping Centre,  
2nd Floor, S. V. Road, Borivali (W),  
Mumbai-400 092.

Ref. : \_\_\_\_\_

Date : \_\_\_\_\_

building known as 'Krishna Sadan' (the said Krishna Sadan is now demolished) situate, lying and being at Village Vile-Parle, Taluka Andheri, in the registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as under:

On or towards North :by property of late Shri.B.B.Keskar

On or towards South :by Subash Bose Road

On or towards West :by Paranjpe 'A' scheme Road

On or towards East :by property of late Shri.Hari

Vishnu Joshi



Dated 5th day of April, 2003

For R.N.OZA & CO.(ADVOCATES)

R.N.OZA.(ADVOCATE)

NP





SIGNED SEALED AND DELIVERED

By the Withinnamed "THE PROMOTERS"

M/S. KONARK ENTERPRISE.

For KONARK ENTERPRISE

In the presence of

1. [Signature]

2. [Signature]

[Signature]  
PARTNER

SIGNED SEALED AND DELIVERED

By the Withinnamed "THE FLAT PURCHASER/S"

in the presence of 1) Shri Nirav B. Patel  
2) Shri Vishal K. Patel

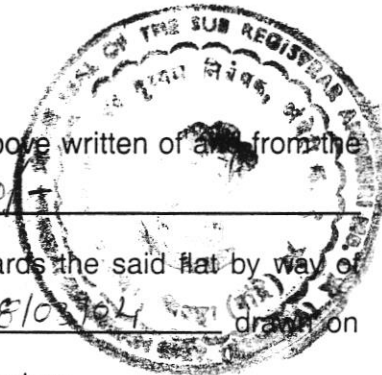
1. [Signature]

2. [Signature]

x [Signature]  
x [Signature]

### RECEIPT

RECEIVED the day and the year first hereinabove written of and from the  
withinnamed Purchaser/s a sum of Rs. 2,50,000/-  
(Rupees Two lac fifty thousand Only) towards the said flat by way of  
Cash/ Cheque/Draft No. 30176 dated 8/03/24 drawn on  
ICICI Bank Surat in favour of the Promoters.



WITNESSES:

WE SAY RECEIVED

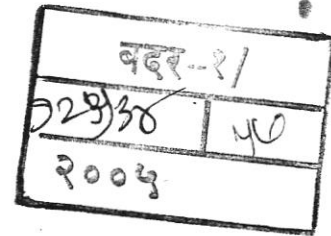
1. [Signature]

2. [Signature]

M/s. KONARK ENTERPRISE

[Signature]  
PARTNER



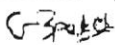


स्वायं सेवा संख्या /PERMANENT ACCOUNT NUMBER  
**AIQPP0023L**

नाम /NAME  
**NIRAVKUMAR BABUBHAI PATEL**

पिता का नाम /FATHER'S NAME  
**BABUBHAI MOHANBHAI PATEL**

जन्म तिथि /DATE OF BIRTH  
**15-08-1982**

हस्ताक्षर /SIGNATURE  


मुख्य आयकर आयुक्त, सुरत  
 Chief Commissioner of Income-tax, Surat




स्वायं सेवा संख्या /PERMANENT ACCOUNT NUMBER  
**AHXPP6075C**

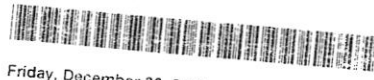
नाम /NAME  
**VISHALKUMAR KANTIBHAI PATEL**

पिता का नाम /FATHER'S NAME  
**KANTIBHAI MOHANBHAI PATEL**

जन्म तिथि /DATE OF BIRTH  
**20-03-1983**

हस्ताक्षर /SIGNATURE  


मुख्य आयकर आयुक्त, सुरत  
 Chief Commissioner of Income-tax, Surat



Friday, December 30, 2005

2:42:18 PM

पावती

Original

नोंदणी 39 म.

Regn. 39 M

गावाचे नाव विलेपार्ले

पावती क्र. : 12644

दस्तऐवजाचा अनुक्रमांक

दिनांक 30/12/2005

दस्तावेजाचा प्रकार

वदर1 - 12534 - 2005

करारनामा

सादर करणाराचे नाव: निरव बाबुभाई पटेल - -

नोंदणी फी

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),	-	30000.00
रुजवात (अ. 12) व जायाचित्रण (अ. 13) -> एकत्रित फी (61)	-	1220.00
एकूण रु.		31220.00

आपणास हा दस्त अंदाजे 2:56PM ह्या वेळेस मिळेल

दुय्यस निबंधक  
अंधेरी 1 (बांद्रा)

बाजार मूल्य: 6121096 रु. मोबदला: 37000000 रु.  
भरलेले मुद्रांक शुल्क: 291000 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;  
बँकेचे नाव व पत्ता: स्टेट बँक ऑफ हैदराबाद;  
डीडी/धनाकर्ष क्रमांक: 245575; रक्कम: 30000 रु.; दिनांक: 30/12/2005

न. दुय्यस निबंधक अंधेरी-१  
वर्ग उत्पन्न विद्या

वदर1

दस्त क्र 12534/2005

2/2005

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

13:11 pm

अंधेरी 1 (बांद्रा)

त क्रमांक : 12534/2005

स्ताचा प्रकार : करारनामा

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: निरव बाबुभाई पटेल - -  
 पत्ता: घर/फ्लॅट नं: 403, इंद्रप्रस्थ अपार्ट , घोडदौड  
 रोड , सुरत ( आज मुंबईत)  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव: --  
 ईमारत नं: -  
 पेठ/वसाहत: --  
 शहर/गाव: -  
 तालुका: -  
 पिन:

लिहून घेणार

वय 24

सही

*(Signature)*

2 नाव: विशाल कांतीभाई पटेल - -  
 पत्ता: घर/फ्लॅट नं: 504, ऑफिल टॉवर , सुरत ( आज  
 मुंबईत )  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव: --  
 ईमारत नं: -  
 पेठ/वसाहत: --  
 शहर/गाव: -  
 तालुका: --  
 पिन: -  
 पॅन नम्बर: A

लिहून घेणार

वय 22

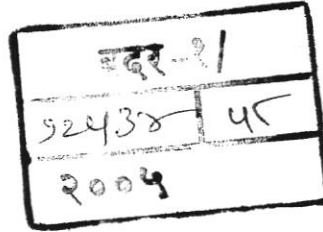
सही

*(Signature)*

खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव

3 कोनार्क एंटरप्रायसेस चे भागीदार जितेंद्र परमार - -





दस्त गोषवारा भाग - 2

वदर1

दस्त क्रमांक (12534/2005)

दस्त क्र. [वदर1-12534-2005] चा गोषवारा  
बाजार मुल्य : 6121096 मोबदला 3700000 भरलेले मुद्रांक शुल्क : 291000

दस्त हजर केल्याचा दिनांक : 30/12/2005 02:37 PM

निष्पादनाचा दिनांक : 27/12/2005

दस्त हजर करणा-याची सही :

*(Signature)*

दस्ताचा प्रकार : 25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 30/12/2005 02:37 PM

शिकका क्र. 2 ची वेळ : (फ्री) 30/12/2005 02:42 PM

पावती क्र.: 12644 दिनांक: 30/12/2005

पावतीचे वर्णन

नांव: निरव बाबुभाई पटेल - -

30000 : नोंदणी फी

1220 : नक्कल (अ. 11(1)), पृष्ठांकनाची

नक्कल (अ. 11(2)),

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

एकत्रित फी

31220: एकूण

ओळख :

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

1) स्वप्नील मोरे - - , घर/फ्लॅट नं: राजहंस नरीमन रोड , विलेपार्ले

गल्ली/रस्ता: -

ईमारतीचे नाव: --

ईमारत नं: -

पेट/वसाहत: --

शहर/गाव: -

तालुका: -

पिन: -

2) केशुभाई पटेल - - , घर/फ्लॅट नं: घेणान्याप्रमाणे

गल्ली/रस्ता: --

ईमारतीचे नाव: -

ईमारत नं: --

पेट/वसाहत: -

शहर/गाव: --

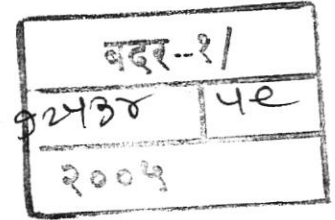
तालुका: -

पिन: -

*(Signature)*

*(Signature)*

दु. निबंधकाची सही, अंधेरी 1 (बांद्रा)



दु. निबंधकाची सही  
अंधेरी 1 (बांद्रा)





13/01/2006

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

वदर1

3:54:55 pm

अंधेरी 1 (बांद्रा)

दस्त क्र 12534/2005

दस्त क्रमांक : 12534/2005

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

3 नाव: कोनाक एंटरप्रायसेस चे भागीदार जितेंद्र परमार

लिहून देणार

पत्ता: घर/प्लॉट नं: 14, लक्ष्मी सदन, परांजपे स्कीम, विलेपार्ले

वय

गल्ली/रस्ता: --

सही

ईमारतीचे नाव: -

ईमारत नं: --

पेट/वसाहत: -

शहर/गाव: --

ता

