MEMBERSHIP APPLICATION FORM

[Under the Bye Laws Nos. 19(B) & 66(V)]

A form of application for membership of the Society by an individual

То				
The Ch	ief Promoter / Sec	cretary		
Reh	ana Heigh	Co-operative Housing	Society Ltd., (Prop	osed)*
	0			
34		THE RESIDENCE OF LABOUR PARTY OF THE PARTY.		
Sir,				
	I, Shri*Smt. Re	hana . I · Shaikh	January II.	
nereby	make an application	on for membership of the Reham	a Height	Co-operative Housing
Society			U	
	l intend to settle a	own and reside in the area of ope	ration of the social	
	i intend to settle c	own and reside in the area of ope	ration of the socie	ty.
	My particulars for	the purpose of consideration of th	e application are a	as under :
	Age	: 48 yrs		
	Occupation	: Housenite	-	
	Monthly Income	: Rs		n d
	Office Address	: Summer Oucen Bidgs	Thep No I Gran	nd floor 2 Hasna
		Lame S'une (W) Mum-	54 Tel.No.	26490596/98200
1	Residential Addres	s : Rehana Heights, C	hapal Lane	Rankacruz (W)
		Mumbai - 54	Tel.No.	
1	have purchased th	ne flat No. 902 in	the building, named	d/numbered as
	1110	Sq.metres from the Promoter (
umeas	uring 1110	Sq.metres from the Promoter (
-			un	der an agreement under
ection	4 of the Ownershi	p Flats Act, a copy of which duly a	ttested is enclosed	i.
1	declare that said	agreement is duly stamped as re	quired under the S	Stamp Act 1958 as to
	tion, the copy of w			
1	give below the pa	rticulars of the plot*flat*house owner	ed by me or by any	of the members of my
		ndent on me in the area of operation		
Sr.		Particulars of the plot*flat*house	Location of the	Reason as to why
No.		wned by the applicant or any of the member of his family or the	plot*flat*house	it is necesssary to have a flat in this
		person dependent on him in the		society.
		area of operation of the society.		
1	2	3	4	5

I remit herewith a sum of Rs. 250/- towards value of 5 shares of Rs. 50 each and Rs. 100 for entrance fee.

I undertake to discharge all the present and future liabilities of the society.

OR

As I have no independent source of income, I enclose herewith the undertaking in the prescribed form from the person on whom I am dependent to the effect that he will discharge all the present and future liabilities to the society on my behalf.

I also enclose the undertaking and the declaration in the prescribed forms about registration of the proposed acquisition of right over the flat under Section 269 AB of the Income-Tax Act and about non-holding of immovable property exceeding 500 sq. meters, under the Urban Land (Ceiling and Regulation) Act.

I undertake to use that flat for the purpose for which it is allotted to me and that any change of user will be made with the prior approval of the society. An undertaking in the prescribed form to that effect is enclosed herewith.

I have gone through the registered Bye-laws of the society and undertake to abide by the same and any modifications the Registering Authority may make in them.

I request you to please admit me as the member of the society.

Place :

KI Shatel Yours faithfully,

Date:

Attested by,

Chief Promoter*/Chairman,

This expression "a member of family means as defined under bye law No. 3 (xxx).

दस्तक्रमांक व वर्ष: 1701/2004

द्य्यम निबंधक: अंधेरी 1 (बांद्रा)

सूची क्र. दोन INDEX NO. II

गावाचे नाव: बांद्रा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व वाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 0.00

बा.भा. रू. 682,000.00

- (असल्यास)
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) सिटिएस क्र.: 341 वर्णनः सदनिका क्र 902, नयवा मजला,
- (3)क्षेत्रफळ
- (1)103.90 चौिम बिल्ट अप
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा
- (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (1) सावला रियल्टर्स ॲण्ड डेव्ह. तर्फे पंकज जोशी -; घर/फुलॅट नं: 1, गानी/रखता हसनाबादलेन; ईमारतीचे नाव: समर ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: साताव तालुका: -; पिन: 54.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (1) रेहाना शेख -; घर/फ़लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: देवींदाश ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: सांताकुझ ; तालुका: -; पिन: 58.

(7) दिनांक

करून दिल्याचा 24/02/2004

(8)

नॉंदणीचा

26/02/2004

(9) अनुक्रमांक, खंड व पुष्ट

1701 /2004

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

₹ 19670.00

(11) बाजारभावाप्रमाणे नॉदणी

জ 7000.00

(12) शेरा



Thursday, February 26, 2004 4:17:14 PM

Original नॉदणी 39 म. Regn. 39 M

पावती

पावती क्र. : 1704

गावाचे नाव बांद्रा

दिनांक 26/02/2004

दरतऐवजाचा अनुक्रमांक

वदर1 - 01701 -2004

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: रेहाना शेख ---

नोंदणी फी

7000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

700.00

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7700.00

आपणास हा दस्त अंदाजे 4:31PM ह्या वेळेस मिळेल

बाजार मुल्य: 682000 रु. मोबदलाः ०रु.

भरलेले मुद्रांक शुल्क: 19750 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे:

बॅकेचे नाव व पत्ता: युनाइटेंड बॅक आफड़ डिया-51; डीडी/धनाकर्ष क्रमांक 007751; रक्कम: 7000 फ.; दिनांक 26/02/2004

Adi 1553/2004 M.V. 682000/-

wance of the Dy Inspector General of Registation

And Dy. Controller of Stamps Bombay

Rs. Nineteen thousand seven hundred tiff and pondly Rupees Adj 100/-

RS. One hundred only have been paid to respect of the instrument, charlen pro. 40 Dt. 13/2/04

Dt-17/2/04

Collector

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enbloct to the provisions of Sector #2 5

AGREEMENT

ARTICLES OF AGREEMENT is made and entered into at Mumbai this 24 day of Feb in the Christian Year Two Thousand Three/Four BETWEEN M/S. SAVLA REALTORS & DEVELOPERS PVT. LTD., a Company registered under the Companies Act, 1956 and having its registered effice at 1, Summer Gueen, 1st Hasanabad Lane, Santacruz (West), Mumbai - 400 054, hereinafter referred to as the "Owners/Builders" (which expression shall unless it be

of RIShakh

repugnant to the context or meaning thereof shall be deemed to mean and include its Successors and Assigns) of the One Part; AND MR./MRS/M/S.P.elana.J.Shakk... hereinafter called the "Tenant/Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns)

WHEREAS:

of the Other Part:



- The Builders are absolutely seized and possessed of or otherwise well and sufficiently entitled to a plot of land at Chapel Road, Santacruz (West), Mumbai 400 054 bearing N.A. Survey No.176 (pt), 177, 182 (pt) and City Survey Nos.338, 339, 340 and 341 of Bandra (West) and containing by admeasurement about 1372 Sq. Yds. equivalent to 1147 Sq. Mts. or thereabouts. A more particular description of the said property is given in the First Schedule hereunder written and hereafter for brevity's sake called the said "Property";
- (ii) In pursuance to the application made by the Builders to the Additional Collector and Competent Authority appointed under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for the necessary exemption and also for the re-development of the said property, the Additional Collector and Competent Authority, ULC, Greater Mumbai by its

RISTAND.

Exemption Order bearing No.C/ULC/D.III/22/6556 dated 28.2.2000 accorded permission for redevelopment of the said property on the terms and conditions more particularly set out in the said Exemption Order. Hereto annexed and marked Annexure "A" is a copy of the said permission for re-development dated 28.2.2000;

- (iii) The Tenant/Purchaser is occupying Room/Shop

 No. 4 on the 15T floor in the existing

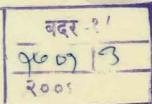
 building and paying monthly rent of Rs. 47.75

 Paisa Seventy five only)

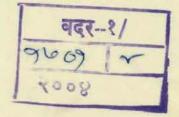
 (Rupees Forty Seven only) to the Owners/Builders;
 - (iv) In view of the Owners/Builders having desired to develop the said property, the Tenant/Purchaser has agreed to extend his cooperation;
 - (v) In consideration of the said cooperation extended by the Tenant/Purchaser, the Owners/Builders have agreed to provide to the Tenant/Purchaser permanent accommodation in the new proposed building to be constructed on the said property and the parties are therefore, desirous of reducing into writing the terms and conditions on which they have agreed to do so in the manner appearing hereinafter.

NOW KNOW YE AND THESE PRESENTS WITNESSETH AND IT

 The aforesaid recital shall form integral part of these presents.



- 2. It is agreed, declared and confirmed by the Tenant that the Tenant is a lawful monthly Tenant in respect of Room/Shop No. 4 on the 4th floor in the existing building which admeasures about 9320 sq. ft. built-up building which admeasures about 9320 sq. ft. built-up area and paying the monthly rent of Rs. 47-75 (Rupees Forly Sevening tive) only) to the Owners/Builders. The said premises is hereafter for brevity's sake referred to as the "Tenanted Premises".
 - 3. The Tenant/Purchaser has further declared, assured and represented the Owners/Builders as under :-
 - The Tenant/Purchaser along with his family members is occupying the tenanted premises;
 - b) The Tenant/Purchaser has not created any third party rights concerning the said tenanted premises by way of sub-tenancy, lease, sub-lease, leave & license or in any other manner;
 - No litigation of whatsoever nature is pending in any Court of Law concerning tenanted premises;
 - d) The Tenant has not done illegal or immoral act whereby or by reason whereof his tenancy rights can be terminated;
 - e) The Tenant /Purchaser is absolutely entitled to enter into this Agreement with the Owners/Builders as set out hereinafter.



- 4. Relying upon the aforesaid representations, assurances and declarations by the Tenant/Purchaser, the parties are entering into this Agreement.
- 5. In lieu of the Tenant/Purchaser having agreed to surrender all his right, title and interest including the tenancy rights concerning the tenanted premises in favour of the Owners/Builders, the Owners/Builders have agreed to provide to the Tenant and the Tenant has agreed to accept from the Owners/Builders a permanent accommodation being Flat No.902 on the Tenant floor in area. The proposed new building to be known as "Rehana Heights" on the property which is more particularly described in the First Schedule hereunder written and hereinafter for brevity's sake called the said
- 6. The Owners/Builders have agreed to provide the said permanent accommodation to the Tenant/Purchaser free of costs and on Ownership Basis.

"Permanent Accommodation".

- 7. The Tenant/Purchaser has given his full, free and irrevocable consent to the Owners/Builders for the purpose of demolishing the existinguistructure and putting up a new building as per the sanctioned plan, I.O.D. bearing No.CE/990/WS/AH dated 20.5.2002 and Commencement Certificate of even number dated 12.5.2002 for the construction of a multi-storied building on the said property.
- 8. The Tenant/Purchaser has gone through and verified the sanctioned plan, I.O.D., Commencement Certificate

and the relevant papers, documents, etc. and agreed to receive and accept the said permanent accommodation free of costs and on Ownership Basis.

9. The relevant documents such as xerox copy of the Ration Card, Electric Bill, Telephone Bill, Rent Receipt, Electoral Roll of the Tenant is annexed hereto Roll.

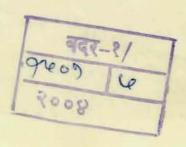
And marked Annexure "B" collectively.

- 10. The Tenant/Purchaser has agreed to hand over vacant and peaceful possession of the tenanted premises to the Owners/Builders so that the Owners/Builders can start demolition of the existing building and put up a new structure as per the sanctioned plan, I.O.D. and the Work Commencement Certificate as mentioned above.
- 11. The Tenant/Purchaser has agreed not to cause any disturbance or interference either by himself or through any of his family members and as and when required by the Owners/Builders or the Municipal Corpn. of Greater Mumbai or any other concerned authorities to sign and execute all such papers, no objections, declarations, etc. as may be required without claiming any compensation.
- 12. The necessary amenities and facilities which will be provided by the Owners/Builders in the said permanent accommodation is listed in Annexure "C" attached hereto.
- 13. The Tenant/Purchaser confirms having signed and executed a writing addressed to the Executive Engineer, Building- Proposal, H & K Ward of the Corporation

irrevocably giving his consent for the said development and the Tenant/Purchaser agrees not to withdraw the same on any ground.

- 14. The Owners/Builders will provide the said permanent accommodation on or before ______.
- 15. The Tenant/Purchaser agrees to become a Member in Society that may be formed and registered and also to pay the amount of Share Money, Admission Fee, as well as other Deposits such as legal charges, maintenance charges, property taxes, betterment charges, government charges, insurance, common lights, salaries of clerks, bill collector, mali, chowkidars, sweepers, etc. The said amount will be paid by the Tenant/Purchaser before the Tenant/Purchaser takes possession of the said permanent accommodation.
- 16. Upon becoming the Member of the Society, the Tenant/Purchaser agrees to abide by the Rules, Regulations and Bye-laws of the Society.
- 17. The Tenant/Purchaser further gives his full, free and irrevocable consent for the following:-
- goth

 proposed building on the said property;
 - b) To utilise the full F.S.F. of the said property including set-back or road widening, if any;







- c) To utilise the F.S.I. by way of Transfer of Development Rights as per Development Control Regulations, 1991 and
- d) Such other benefits or advantages as may arise or accrue by reason of any Notifications, Ordinance, Rules, Regulations, Act, etc. whereby the Owners/Builders can have further benefits for construction.
- 18. Upon the Owners/Builders intimating to the Tenant/Purchaser to take possession of the said permanent accommodation, the Tenant/Purchaser agrees to take possession of the same subject however, to the payments of the aforesaid deposits, expenses, etc.
- 19. So long as the Tenant/Purchaser is given the possession of the permanent accommodation, the fenant/Purchaser agrees not to create any third party rights nor to transfer and assign the benefits of this Agreement to any other person or persons.

BAI

20. This Agreement shall be affixed with the requisite Stamp Duty payable by the Tenant/Purthaser or the Owners/Builders and the party shall register the same with the Registering Authorities.

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

THE SCHEDULE OF THE PROPERTY REFERRED TO:

ALL THAT piece or parcel of land or ground with the messuages, tenements and dwelling house standing thereon situate at Chapel Lane, Santacruz (Revenue Village of Danda) Bombay Suburban District in the Registration Sub-District of Bandra containing by admeasurement 1372 sq. yds. or thereabouts assessed by the Bombay Municipal Corporation under Ward Nos. and bounded as follows, that is to say:

(a) On or towards the East : By the property for early of Marwari
Dalatram Fakirchand now of Furdunji
Nusserwanji Kerawala:

(b) On or towards the West: By a passage known as Chapel Lane;

(c) On or towards the North: By the property of Furdunji Nusserwanji Kerawala and

(d) On or towards the South: By partly by a public passage and partly by the property known as the property of Fidalli Huseinally.

SIGNED SEALED AND DELIVERED by

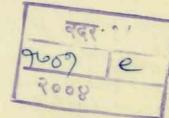
the withinnamed "Owners/Builders"

M/S. SAVLA REALTORS & DEVELOPERS)

PVT. LTD. in the presence of

P. A. M. AADP. JO230 For Saria Reubois & Developers Pvi. int

Directer



SIGNED SEALED AND DELIVERED by

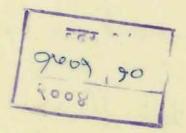
the withinnamed "Tenant/Purchaser")
MR:/MRS/M/S.Rehoma. Ibrahim Shoukh
in the presence of Rehama I. Shoukh.

* Rehama I Snorth.

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K. R. & F. N. LIMDIWALA DEVIDAS BUNGLOW. CHAPEL LANE, SANTACRUZ (W), MUMBAI - 400 054. Tenant's Name 2 (1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2	Date 3-3-3 ord Signature	the month of Story & walk 2000 Including all occupier's taxes Rs 3>-34 1/24 E.E. Contents Received Received by	Situated at Reason in Structure and occupied by you as monthly tenant for	Tenant's Name シミュー・ション・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	K.R. & F.N. LIMDIWALA DEVIDAS BUNGLOW, CHAPEL LANE, SANTACRUZ (W), MUMBAI - 400 054.	Bill No. § 30 Date 1-2-2000
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TERMS

 Tenants will be held responsible in case they pay their rents without receiving bill duly signed.

One month's previous notice must be given when vacating the premises.

In case a tenant vacates his room before the completion of the month they will be bound to pay the rent for the whole month in addition to a month's rent for usual notice to vacant.

4. Sub-tenants are not allowed.

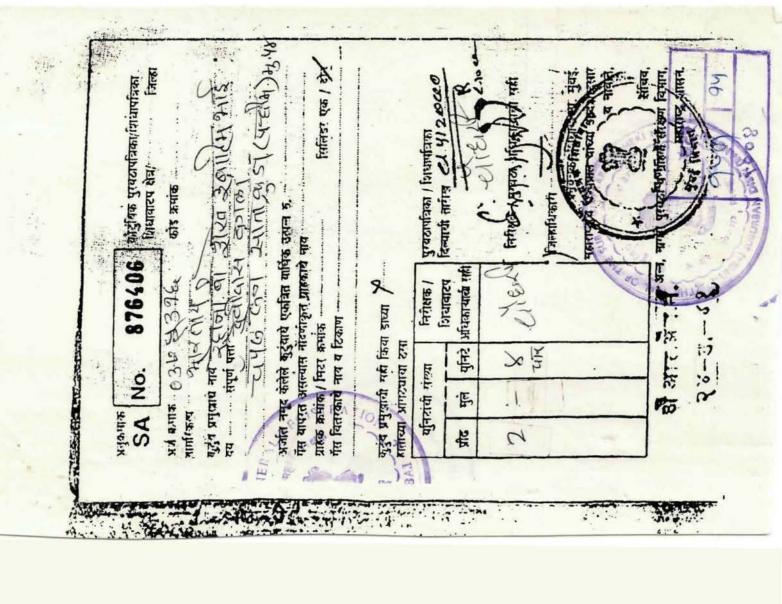
 No alterations or additions or electric fittings are allowed without the written permision of the Landlord. Tenants have no right to claim any compensation at the time of acating for the alterations of the additions so made.

Tenants will not be allowed to tear any soft animals in the premises.

 Tenants are not allowed to wash cook or to keep any article in the Varandha or into Gangway and also not to keep such things which may cause any contagiouse disease.

CHAPEL LANE, SANTACRUZ (W), MUMBAL - JOOGEA. Tenant's Name <u>\$ E.J.S.)</u> <u>\$1.44</u> Rent of the House No
TERMS 1. Tenants will be held responsible in case they pay their rents without receiving bill duly signed. 2. One month's previous notice must be given when vacating the premises. 3. In case a tenant vacates his room before the completion of the month they will be bound to pay the rent for the whole month in addition to a month's rent for usual notice to vacant. 4. Sub-tenants are not allowed. No alterations or additions or electric fittings are allowed without the written permision of the Landlord. Tenants have no right to claim any compensation at the time of acating for the alterations of the additions so made. 6. Tenants will not be allowed to tear any soft animals in the premises. 7. Terrants are not allowed to wash cook or to keep any article in the Varandha or into Gangway and also not to keep such thirgs which may cause any contagiouse disease.

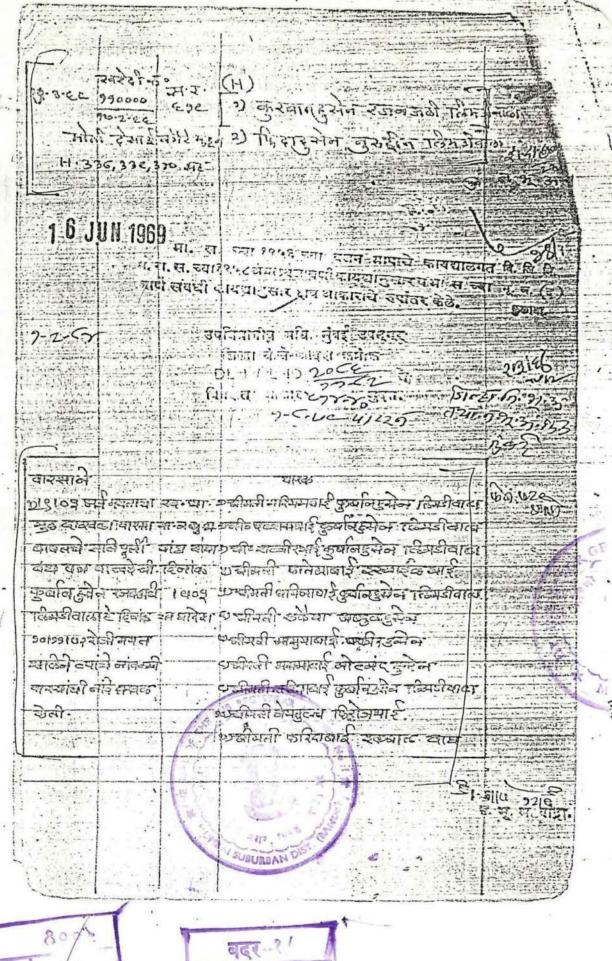
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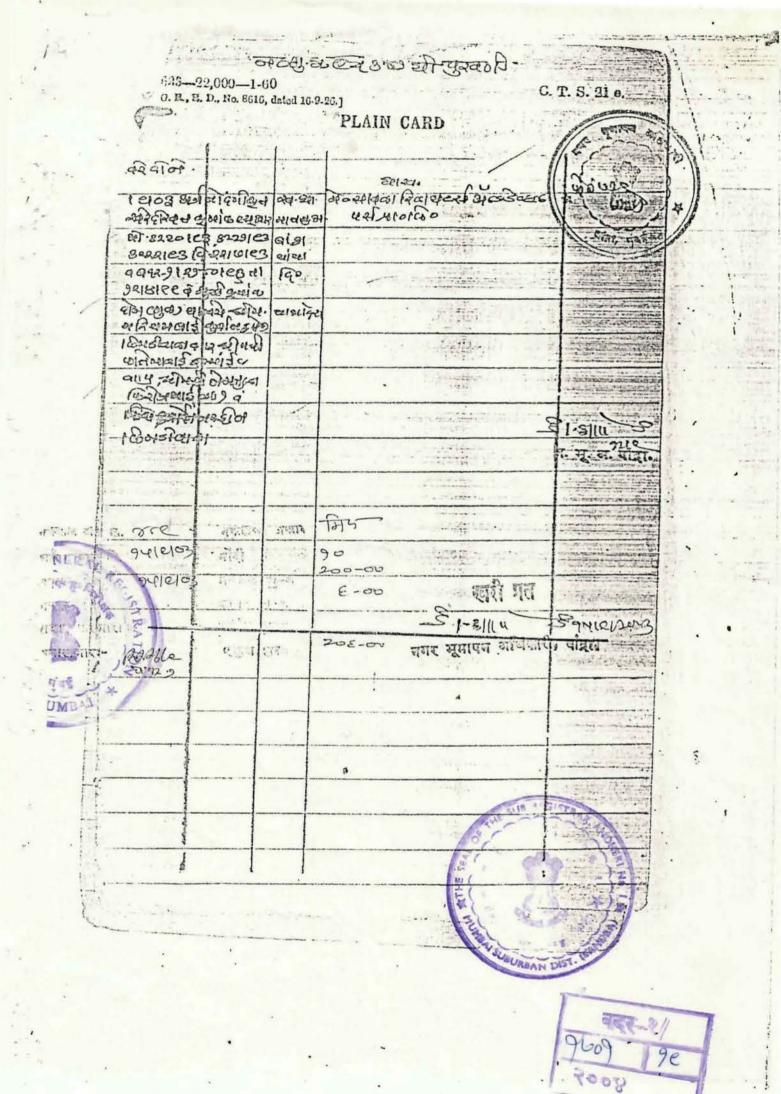
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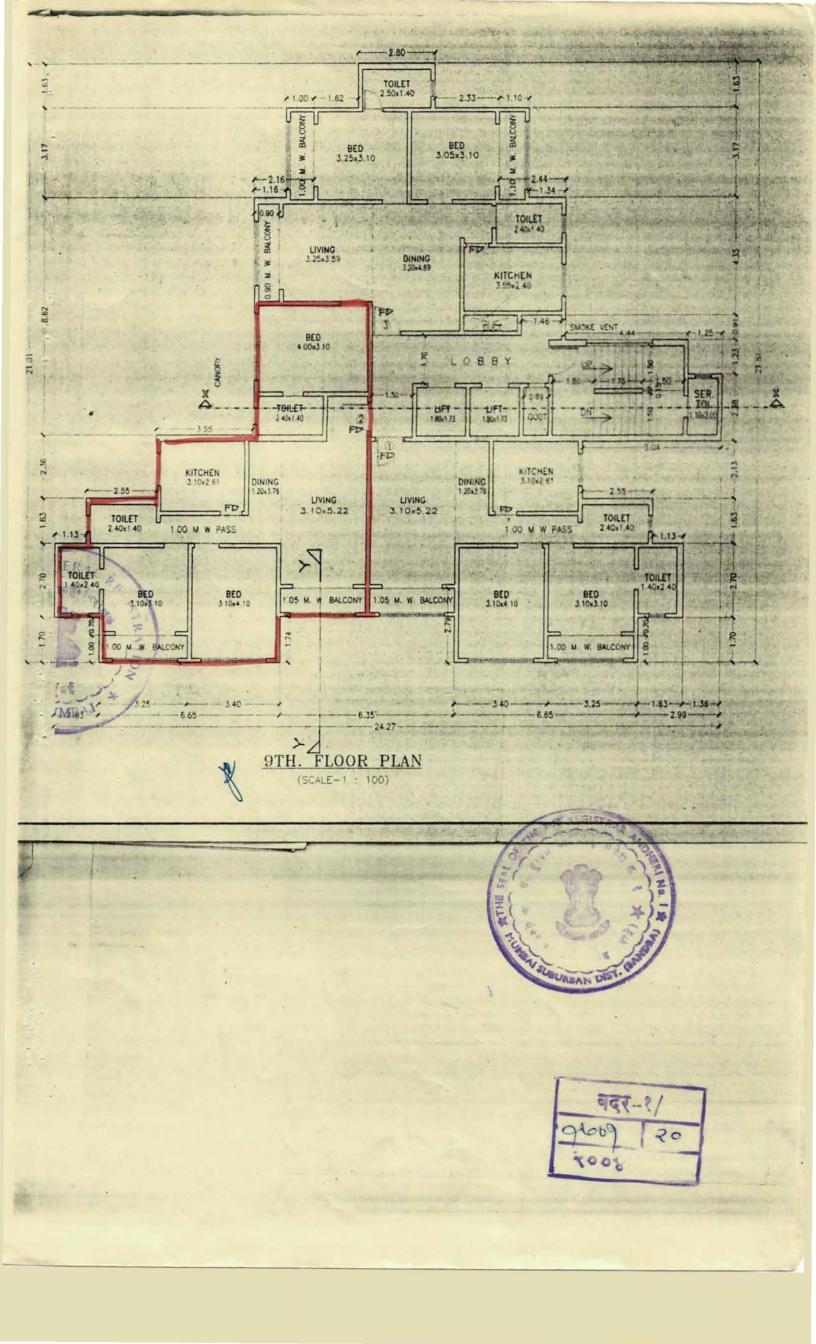




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ं कोपणीतः । संस्थापातः । ११ अधिकारीप्रकृतः । स्वर्धापकः	alisán appin	ाशार भारतम धाराम्यकामा मान्यस्था स्थापन अस्ता । । होत्र स्थापन अस्ता । । ि ट
(Brit) ires	: bikrieg : pikriegys	HZ-M (M) SUMPHEDE
प्रथारति भवस्य (सार प्राट) प्रस्थ		हंगिरफ कि डोफ लिए राज्या मडका नीकामती हार पीए मान्डाप्टा त्रसंख्या अध्याज्ञ
hái é hati nikushánnanis-thinnuk dinenu ká é sás maishhinn sás pinau	busing standar and surradic princil	piralia eledicas leda
स्ता हिस्स कार कार स्थाप के स्थाप कार कार स्थाप है। स्थाप किस्स के स्थाप के स्थाप के स्थाप कार स्थाप कार स्थाप	tene (taráb sás plane (1400)	1100
400 300 EOS	a tiere blab	uze ug " 4 kid 23-11-(000,000). Linië ning, fen ferm, x, divid 2022/2022 chilinis pare fedie 23 uver 35cc

Ex. Engineer Bldg. Proposal [W.3.] No.CE/ 990 /BSM/WS/AH/AK of H and K - Wards COMMENCEMENT CERTIFICATE Municipal Office, R. K. Patkar Mary Bandra (West), Kumbai-400 050, 1 2 JUN 2002 To. Ex. Engineer Bldg. Proposal (W.S.) H and K - Wards, Municipal Office, R. K. Patkar Marg. Bandra (West), Mumbaj-400 050. With reference to your application No. 7532 dated 301812000 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. No situated at Cartury west Ward Howard 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 plans. (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with. (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the 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, a signees, administrators and successors and every person deriving title through or under him. Authority under Section 45 of the said Act. This CC is valid upto 11-6-2003 The Commencement Certificate is for carrying out the work up to state 8'6" only

For and on behalf of Local Authority. The Municipal Corporation of Greater Mumbai Executive Eng. Assistant Eng. Building Proposals

CERTIFIED TRUE COP

MUNICIPAL CORPORATION FOR GREATER MUMBAT - ?

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

2008

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G. K. VANWARI

Valid up to 11.6.2003

EDJ 990 /BSH/WS/AM of -8 JUL 2002 Further C. C. is now extended my height rendorsed, the cocitop of still asper approved plan dt. 1.7,2002. Assit. Engr. B. P. (WS). E/E/W

Valid up to 11:6. 2303

CE/ 990 /B-S-11/WS/AH of 1'8 JUL 2002 Further C. C. is now extended, - height top 2nd floor ie 8:55 mts hight as per approved plan H. 1.7.2002 Asstt. Engr. B.P. (WS). AH

Valid up to 11.6.2003

CE/ 990 /BS/1/WS/AH of 20 AUG 2002

Further C. C. is now extended For 14:35 mts height AGLie top of 4th floor rus per cipproved plan de

Asstt. Eng., E.P. (WS). A11

3 1 OCT 2002

CE/ 990 /BSII/WS/AH of 3 OCT 2002 Further C. C. is now extended For Ful crie beight Part 5th floor lit. 22 55ml . AGL încl . OHT + LMRas per approved splan dt 01.07.2002

Front, Engr. B.P. (WS) HH-KIE

Valid up to 11-06-00

CE/ 990 /BSII/WS/AH of 12 DEC 2002 Further C. C. is now extended.

For full cc 37.5 height AGL incl. OHT + LMIR, as per approved Plan dt .5 , 12 . 200 2 Aug 12/12/02

Asstt. Engr. B.P. (WS). AH

CERTIFIED TRUE COP

offen.

S. K. VANWARI APC UD FOT

Form 346 88

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

Ex. Engineer Bidg, Proposal (W.S.)

H and K — Wards,

Municipal Office, R, K. Patker Marg,

Bandra (West), Mumbai-400 050.

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/990/WS/AH of

Municipal Office,

Mumbai 200

M/S. SAVLA RELATORS AND DEVELOPERS PVT.LTD.

20 MAY 2002

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 possesion 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 specifications for layout/D.P./or access roads/development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from E.E.R.C.(W.S.)/E.E.S.W.D. of W.S. before submitting B.C.C.
- 5. That the structural engineer will not be appointed, supervision memo as per appendix XI (regulation 5(5)(ix) will not be submitted by him.
- 6. 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.
- 7. That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/E.E.(T &C)/F.E.D.P./D.I.L.R. before applying for C.C.

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CERTIFIED TRUE COPY

K VANWARI

- () That proper gatters 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 drainings 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 requiements, but not otherwise you will be at liberty to proceed with the said building or work at anytime-before the... 2003 but not so as to contravane 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 n force.

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

Executive Engineer, Building Proposals.

Zone, H 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 :-
- "Bvery person who shall erect as now do mostic building shall cause the same to be built so that every gertof 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 belaid 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 notive of erection of a new building or occupation of building which has ben vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever if ret occurs. Thus compliance with this provision is punishabe under Section 471 of the Act irrescreetive 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 on occupation is detected by the Assessor and Collector's Department.
- (5) Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbal to inspect your permises and to grant a permission before occupation and to levely penalty for non-compliance under Section 471 if necessary.
- (6) Proposed date of commencement of work should be communicated as per requirements of Section 847 (1) (au) 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 Mumbal Suburban District before the work is started. The Non-agricultral 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

No. CE/990/WS/AH of 20 MAY 2002

- 8. That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 9. That the R.U.T. and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over cft. will not be obtained from W.O. that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
- 10. That the agreement with the existing tenant alongwith the plan will not be submitted before C.C.
- 11. That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.
- 12. 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.
- 13. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 14. That the requirements of N.D.C. of (i) B.S.E.S.Ltd. will not be obtained and the requisitions if any will not be complied with before occupation cft./B.C.C.
- 15. That the qualified/registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.
- 16. That the extra water and sewerages charges will not be paid to A.E.W.W.H/West ward before C.C.
- 17. That the development charges as per M.R.T.P.(amendment) act, 1992 will not be paid.
- 18. That the R.U/T. in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI Shall not be submitted before asking for C.C.

19. That the requisite premium as intimated will not be paid before applying for C.C.

20. That the R.U.T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.

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No. CE/990/WS/AH of 20 MAY 2002

- 21. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site is made from Insecticide Officer and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder.
- 22. That the Janta Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 23. That the last A.A.& C. H/West Ward bill shall not be submitted.
- 24. That the separate P.R.C. for setback shall not be submitted.
- 25. That the lift inspector's certificate shall not be submitted.
- 26. That the completion certificate from site supervisor shall not be submitted.
- 27. That the stability certificate from Structural Engineer shall not be submitted.
- 28. That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 29. That the building will not be designed with the requirements 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 XVII of D.C.R. shall not 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.
- 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.
- 4. That the stability certificate from Structural Engineer for plinth completion shall not be submitted.
- C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :-

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1. That the conditions mentioned in the clearance No. C/ULC/D-III/22/6556 dated 28-2-2000 obtained from Competent Authority under U.L.(C.&R.) Act, 1976 will not be complied with.

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No. CE/990/WS/AH of

- 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 existing well will not be covered with R.C.C. slab.
- 6. That the 10' wide paved pathway upto staircase will not be provided.
- 7. 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.
- 8. That the name plate/hoard showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before D.C.C./B.C.C.
- That the carriage entrance will not be provided before starting the work.
- 10. That the parking spaces will not be provided as per D.C.R.No.36.
- i1. 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.
- 12. 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 Officerwith a provision of temporary but safe and stable ladder.
- 13. That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 14. That the letter box of appropriate size shall not be provided for all the tenements, at the ground floor.
- 15. 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.

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

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No. CE/990/WS/AH of 20 MAY 2002

D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.:_

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

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Bidg. Proposal [W.S.]



NOTES 20 MAY 2002

- (1) The work should not be started unless objections Altrare complied with
- (2) A certified set of latest approved plans shall be displyed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposite thould be obtained for any thed to house and store for constructional purposes, Residence of worl ment hall not be allowed on site. The temporary structures for storing constructional material thall be demolithed before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommedation on full flusing 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 deposite for the construction of carriage entrance, over the read side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 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 presume that Municial tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, rand preps debris, etc. thould not be deposited over footpaths or public street by the ewner/architect/their centracters, 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 apporved.
- (10) The work above plinth thould not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement achtained 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 an foothpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non 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 aces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Gommissioner including asphalting lighting and drainage before submitton 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 broke 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 abjoining 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 demoli-30 shed.

- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certifiate 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 inimation 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 with drawn.
- (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:—
 - (i) Specific plans in respect of eviciting or rehousing the existing tenants on your stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will 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 arragement 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 right fiting 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 hightly serving the purpose of a lockand the warning pripes of the ribbet pretessed with screw or dome 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 rquired 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 aditional is intended to be carried out on old foundations] and sturctures, you will do so at your own risk.

ERTIFIED TRUE COPI Shi. G. K. Vanwani

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स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER





AQFPS8868P

पिता का नाम /FATHER'S NAME AZIMUDDIN NIZAM MUDDIN KHAN

जन्म तिथि /DATE OF BIRTH

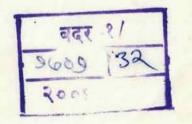
01-09-1958

हस्ताक्षर /SIGNATURE

PAC

आयकर आयुक्त (कम्पूटर केन्द्र) Commissioner of Income-tax (Computer Operations)





दस्त गोषवारा भाग-1

वदर1

दस्त क्र 1701/2004

26/02/2004

दुय्यम निवंधकः

4:18:42 pm

अंधरी 1 (बांद्रा)

दस्त क्रमांक : 1701/2004

अनु क्र. पक्षकाराचे नाव व पत्ता

दस्ताचा प्रकार: करारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा उसा

नावः रेहाना शेख 1 पत्ताः घर/फलॅट न

गल्ली/रस्ताः -

पिन: 58

ईमारतीचे नाव विवीदास बंगला

ईमारत नः पेट/वसाहतः -शहर/गावः साताकुझ तालुका: -

लिहून घेणार

वय 46

HER Reheine Ishake



नावः सावला रियल्टर्स ॲण्ड डेव्ह. तर्फे पंकज जोशी 2

पत्ताः घर/फ्लंट न । † गल्ली/रस्ताः इसनाबादलेन ईमारतीचे नाव समर ईमारत नः पेट/वसाहतः -

शहर/गाव: साताकुझ तालुकाः -पिन: 54

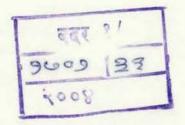
लिहून देणार

वय 50

सही











दस्त गोषवारा भाग - 2

वदर1

पावती क्र.:1704

7000 :नोंदणी फी

पावतीचे वर्णन नांव: रेहाना शेख - -

700 (आ. 11(2)).

दस्त क्रमांक (1701/2004)

रुजवात (अ. 12) व छायाचित्रण (अ. 13) >

दिनांक:26/02/2004

:नक्कल (अ. 11(1)), पृथ्वांकनाची नक्कल

दस्त क्र. [बदर1-1701-2004] चा गोषवारा

बाजार मुल्य :682000 मोबदला 0 भरलेले मुद्रांक शुल्क : 19750

दस्त हजर केल्याचा दिनांक :26/02/2004 04:12 PM

निष्पादनाचा दिनांक : 24/02/2004 दस्त हजर करणा-धाची सही :

Robation I Shatch.

दस्ताचा प्रकार :25) करारनामा

शिक्का क. 1 ची वेळ : (सादरीकरण) 26/02/2004 04:12 PM शिक्का क. 2 वी बंक : (फी) 26/02/2004 04:17 PM शिक्का क्र. 3 ची वळ : (कबुली) 26/02/2004 04:18 PM शिक्का क्र. 4 ची वेळ : (ओळख) 26/02/2004 04:18 PM

दस्त नोंद केल्याचा दिनांक : 26/02/2004 04:18 PM

7700: एकुण

एकत्रित फी

द. निबंधकार्च वेधेरी १ (बांडा)

वद्र-१/

9600

8000

ओळख:

खालील इसम अस निवंदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळ्खतात, व त्यांची ओळख पटवितात.

1) आरीफ शेख ,घर/फ्लंट नं: -

गल्ली/रस्ताः

ईमारतीचे नाव

ईमारत नं: बोदा कॉलनी-

पेठ/वसाहतः शहर/गाव:-

तालुका: बादा

पिन: 51

2) के डी कांचन- - .घर/फलंट नं: वरीलप्रामणे

गल्ली/रस्ताः -ईमारतीचे नाव -

ईमारत नं:

पेठ/वसाहतः

शहर/गाव: तालुकाः -

पिन: -

दु. निबंधका अंधेरी 1 (बादा)

ममाणित करणेत येते की, या क्स्तामध्ये एकुण...... द्वाने आहेत

सइ. दुख्यम निवंध मुंबई उपनगर जिल्हा.

बद्र-१/१७७१ /२००४

पुलक प्रमांक १, फ्रमांक वर

Figor.

高語:28121m

अवेरी-ना. १ सह दुव्यम नि मुंबई उपनगर जिल्हा.



Bandon. nest C.T.S.NO. 4/340 Thun = 932.59. Carpet monthly Rent Rs = 47.75/.

6500 x 86.62 x1.2= 676,000

26.54×471

= 4900

6 82,000

DATED THIS DAY OF2003/04

Between

M/S. SAVLA REALTORS & DEVELOPERS
PVT. LTD. . . Owners/Builders

And

MR. /MRS. /Mrs Rehama J. Sheilch

.. Tenant/Purchaser

W= 683,000/

84p= 19,750/.

Rf = 6830/.

AY = -

19670

+ 100 - ADJ .

C. 8,3,000 - mu

AGREEMENT FOR SALE

19750 -

6830 -

Scared 5.06

CERTIFIED TRUE COPY Advocates High Court

No. No. BiA C. Hour, Shopper - Peint,
No. 1: Metimation Hotel S. V. Road,
Lineston W. Municat. 400 358.
Lineston Gray Municat. RAGHAVAN ARAYIL VEETIL PINNERMY C" H and K — Wards,
Municipal Office, R. K. Patker Marg Bundis (West), Mumbaj-400 059, BRIHANMUMBAI MAHANAGARPALIKA NO. CE/990/WS/AH II.1 NOV 2003 FULL OCCUPANCY CERTIFIC

M/s. Savla Realtors & Developers Pvt.Ltd. G-6, Gulab Manzil, 2nd Hansabad Lane, Santacruz (West), Mumbai-400 054.

Sir,

The full development work of Building comprises Stilt + 9 upper & 10th (Pt.) floors on plot bearing C.T.S. No. H/338, 339, 340 & 341, situated at Chapel Road, Santacruz (West), of Village Bandra (West) Mumbai, completed under the supervision of Shri G.K. Vanwari, Architect /License No. V-28 may be occupied on the following conditions:

15.

contained from the other within the contained any action initiated the contained from the 1) That the Cft. under section 270-A of B4 H.E. and a certified true copy of the same shall three months from the date of issue of occupal

2) This occupancy off, is granted with under section 353-A/471 of B.M.C. Act.

2 Fransfer of setback area of 30'.0" Roat Road to be in the name of M.C.G.M. in P.R.C. will B.C.C. whichever is earlier. shall be submitted to this office.

