

The Assistant General Manager  
State Bank of India  
RACPC, Mumbai

Dear Sir,

We Keystone Realtors Pvt. Ltd., hereby certify that;

1. We have transferable rights to the property below, which has been allotted by us to Mr. P. N. Ramaswamy & Mrs. Soumya Ramaswamy herein after referred to as "the purchasers", subject to the due and proper performance and compliances of all the terms and conditions of the Sale Agreement dated 24.02.2012.

Description of the property

Flat No.301, "D" Wing, Building Name: "Elita", CTS No. : 195 (Part),  
Street Name: N. Dutta Marg, D. N. Nagar, Area Name: Andheri (W)  
City Name: Mumbai, Pin code: 400053.

2. That the total consideration for this transaction is Rs.3,37,97,760/- (Rupees Three Crore Thirty Seven Lakh Ninety Seven Thousand Seven Hundred Sixty only) towards sale document.
3. The title of the flat described above is clear & marketable.
4. We confirm that we have no objection whatsoever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said flat to STATE BANK OF INDIA (herein in after referred to as the "Bank") as security for the amount advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.
5. We have issued Secured Redeemable Non-convertible Debentures in favor of IL & FS Trust Company Limited (ITCL) in its capacity as Debenture Trustee for the benefit of Debenture Holders whose NOC for this transaction is enclosed herewith and have not created and will not create any encumbrances on the flat allotted to the said purchasers during the currency of the loan sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

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**KEYSTONE REALTORS PVT. LTD.**

Corp. & Reg. Office : 702, NATRAJ, M. V. Road Junction, Western Express Highway, Andheri (East),  
Mumbai - 400 069. Tel.: +91 - 22 - 6676 6888 • Fax: +91 - 22 - 6676 6999.

  
Mumbai



6. After creation of proper mortgage and after receipt of the copies there of and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are agreeable to accept State Bank of India as a nominee of the above named purchaser for the property described above and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, we note not to change the same without the written NOC of the Bank.
7. After creation of mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank, from the above named purchaser, we undertake to inform the society about the Bank's charge on the said flat as and when the society is formed.
8. Please note that the payment for this transaction should be made by crossed cheque favouring KRPL - Elita ILFS Escrow A/c No. 17992240000012.
9. In case of cancellation of the sale agreement for any reason, we shall refund the amount by crossed cheque favouring the Bank A/c No. 17992240000012. Mr. P. N. Ramaswamy & Mrs. Sounya Ramaswamy, and forward the same to you directly.
10. The signatory to this letter draws authority to sign this undertaking on behalf of the company vide resolution dated 01.11.2007

Yours faithfully,

For Keystone Realtors Pvt. Ltd.

Authorized Signatory

Name: Amol Savale  
Designation: Asst. Manager MIS  
Place: Mumbai  
Date: 27.02.2012

# KEYSTONE REALTORS PVT. LTD.

Receipt No. KRPL/6141

Date 16/01/2012

Received with Thanks from Mr.P N Ramaswamy

The Sum of Rupees **FOURTY LAKH ONLY**

by Cheque No. 118958 Dated 06/01/2012 drawn on

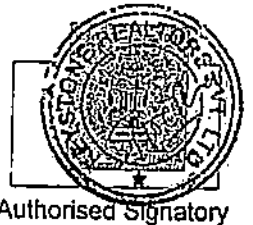
Bank & Branch : ICICI Bank Ltd , Malad (W).

Towards Part/Full Payment against Booking Amount For Flat No 301

on 3rd Floor, in D Wing Wing/Building of Elita situated at Mumbai 400 053, Mumbai

Rs. 4,000,000.00

Receipt Subject to Realization of Cheque/Draft



Corporate Office : 702, NATRAJ, M: V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400 069, India.  
Tel.: +91 - 22 - 667 66 888 Fax: +91 - 22 - 667 66 999 E-mail: comehome@rustomjee.com Website: www.rustomjee.com

# KEYSTONE REALTORS PVT. LTD.

Receipt No. KRPL/6142

Date 16/01/2012

Received with Thanks from Mr.P N Ramaswamy

The Sum of Rupees TWENTY EIGHT LAKH ONLY

By Cheque No. 118961 Dated 15/01/2012 drawn on

Bank & Branch : ICICI Bank Ltd , Malad (W).

Towards Part/Full Payment against Booking Amount For Flat No 301  
on 3rd Floor, in D Wing Wing/Building of Elita situated at Mumbai 400 053, Mumbai

Rs. 2,800,000.00

Receipt Subject to Realization of Cheque/Draft



Corporate Office : 702, NATRAJ, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400 069. India.

Tel.: +91 - 22 - 667 66 888 Fax: +91 - 22 - 667 66 999 E-mail: [comehome@rustomjee.com](mailto:comehome@rustomjee.com) Website: [www.rustomjee.com](http://www.rustomjee.com)



ITCL

IL&FS Trust Company Limited

February 24, 2012

Keystone Realtors Private Limited  
Mumbai

Dear Sir,

Sub. : Secured Redeemable Non Convertible Debentures issued by Keystone Realtors Private Limited ("KRPL")


Re.: Release / No Objection to the sale of Unit No. 301, on 3<sup>rd</sup> Floor, D -Wing in Building named Elita admeasuring about 1307 sq ft Carpet area (the "Said Unit") in favor of "Mr.P. N. Ramaswamy" [the "Purchaser"]

Pursuant to your request, IL & FS Trust Company Limited (ITCL), in its capacity as Debenture Trustee is agreeable to you selling the Said Unit and hereby releases its rights, claims, interest and charge over the Said Unit located in a project financed by the issuance of the captioned Secured Redeemable Non-convertible Debentures.

Notwithstanding aforesaid, this NOC is subject to the Purchaser and/or the bank/financial institution on Purchasers' behalf, making any and all payments with respect to the sale of the Said Unit, either by depositing cash/amounts into, or by drawing all cheques/drafts in favour of "KCPL - ELITA ILFS ESCROW ACCOUNT No. 1799224000012" maintained with HDFC Bank, JVLR Branch, Andheri, Mumbai.

Please also note that the sale of the Said Unit would/will not affect our charge on any and all of the other units including the land and construction thereon created in favour of ITCL acting for the benefit of Debenture Holders, and ITCL continues to hold the charge on all other assets aforesaid.

Yours faithfully,  
For IL&FS Trust Company Limited

  
Authorized Signatory

Regd. Office : IL&FS Centre, Plot No. C - 22, G Block, 3rd Floor, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, INDIA  
Bangalore Office : IL&FS Trust Company Ltd., AL-Latheef, 1st Floor, No. 2 Union Street, Off Infantry Road, Bangalore - 560001, INDIA  
New Delhi Office : IL&FS Trust Company Ltd. A-26B, 1st Floor, Bhishm Pitahamah Marg, Defence Colony, New Delhi - 110024, INDIA



Friday, February 24, 2012  
12:27:30 PM

Original  
नोंदणी 39 म.  
Regn. 39 M

पावती

पावती क्र. : 1537

गावाचे नाव अंधेरी  
दस्ताऐवजाचा अनुक्रमांक  
दस्ता ऐवजाचा प्रकार

दिनांक 24/02/2012



सादर करणाराचे नाव: पी एन रामास्वामी - AAAPR 696R - -

नोंदणी फी	:	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (90)	:	1800.00
<b>एकूण</b>	<b>रु.</b>	<b>31800.00</b>

आपणास हा दस्त अंदाजे 12:42PM ह्या वेळेस मिळेल

**DELIVERED**

*up*  
दुखम निवघक  
अंधेरी 2 (अंधेरी)

वाजार मूल्य: 23654000 रु. मोवदला: 33797768 रु, दुखम निवघक अंधेरी-2  
भरलेले मुद्रांक शुल्क: 1672500 रु. मुंबई उपनगर जिल्हा

देयकाचा प्रकार : डीडी/धनाकर्पाहारे;  
बँकेचे नाव व पत्ता: भारतीय स्टेट बँक, मुंबई;  
डीडी/धनाकर्प क्रमांक: 881999; रक्कम: 30000 रु.; दिनांक: 21/02/2012

*Ramabwamy*

मुल्यांकन

2012

दिनांक 24/02/2012

जिल्हा

मुंबई(उपनगर)

मुल्यांकन नोंद केली

प्रमुख मुल्य विभाग

- 39-अंधेरी ( अंधेरी )

उपमुख्य विभाग

- 39/198 अ -भुभाग:खालील सिटीएस न मधील मिळकती

मिळकतीचा क्रमांक

इतर -

नागरी क्षेत्राचे नांव

मुंबई(उपनगर)

मिळकतीचे वर्ग

वांधीव

बाजार मूल्य दर तक्त्यानुसार  
एच.सी. मीटर माल्यातखुली जमीन  
93,700निवासी सदनिका  
156,300कार्यालय  
195,400दुकाने  
244,300

मिळकतीचे क्षेत्र

145.76

चौरस मीटर

वापकामाचे वर्गीकरण

1-आए सी सी

मिळकतीचा वापर

निवासी सदनिका

इंधन सविधा

आहे

मिळकतीचे वय

0 TO 2

(Rule 5)

मजला

3

घसा-यानुसार मिळकतीचा  
प्रति चौ. मीटर मुल्यदर

= घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर \* घसारा टक्केवारी  
 = 156,300.00 \* 100.00 / 100  
 = 156,300.00

(Rule 5 or 1)

A) मुख्य मिळकतीचे मुल्य

= घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर \* मिळकतीचे क्षेत्र  
 = 156,300.00 \* 145.76  
 = 22,782,288.00

(Rule 19 or 20)

E) वंदिस्त वाहन तळाचे क्षेत्र

= 22.30 चौरस मीटर

(Rule 17(1))

वंदिस्त वाहन तळाचे मूल्य

= 22.30 \* (25.00 / 100) \* 156,300.00  
 = 871,372.50

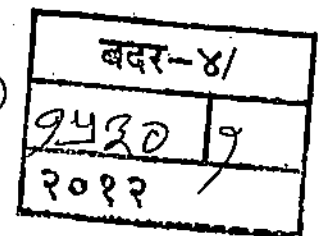
एकत्रित अंतिम मूल्य

= मुख्य मिळकतीचे मुल्य + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य +  
 वंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य  
 = A + B + C + D + E + F + G + H  
 = 22,782,288.00 + 0.00 + 0.00 + 0.00 +  
 + 871,372.50 + 0.00 + 0.00 + 0.00

MV = 23,653,661.00

Av = 33797760 / - High

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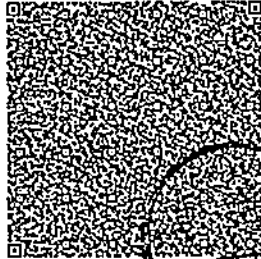
INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by: Shakti. Gite
Stock Holding Corporation of India Ltd.
Location: SHCIL, Andheri
Signature:
Details can be verified at www.shcilestamp.com

Certificate No. : IN-MH0696934466523K
Certificate Issued Date : 23-Feb-2012 01:51 PM
Account Reference : SHCIL/MH/MSU/101/ANDHERI/ MH-MSU
Unique Doc. Reference : SUBIN-MH/MH/SHCIL/107509312546969K
Purchased by : P N Ramaswamy
Description of Document : Article 25(b) to (d) Conveyance
Property Description : flat no 301, Wing D Elita Village , Andheri
Consideration Price (Rs.) : 3,37,97,760
Three crore thirty seven Lakh Ninety seven Thousand Seven Hundred And Sixty on
First Party : Keystone Realtors Pvt Ltd
Second Party : P N Ramaswamy
Stamp Duty Paid By : P N Ramaswamy
Stamp Duty Amount(Rs.) : 16,72,500
(Sixteen Lakh Seventy two Thousand Five Hundred only)



Please write or type below this line



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Statutory Alert:

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



# SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel : 022-61778151

E-mail :

## Mode of Receipt

Account Id mhshcil01

Receipt Id RECIN-MHMHSHCIL0106656774128089K

Account Name SHCIL-MAHARASHTRA

Receipt Date 23-FEB-2012

Received From P N Ramaswamy	Pay To
Instrument Type PAYORDER	Instrument Date 23-FEB-2012
Instrument Number 12024	Instrument Amount 1672500 (Sixteen Lakh Seventy Two Thousand Five Hundred only)
in Bank Details	
Bank Name Icdi bank	Branch Name malad
Out of Pocket Expenses 0.0 ( )	



*Handwritten signature*



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AGREEMENT FOR SALE

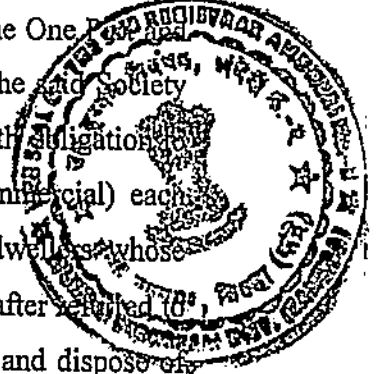
ARTICLE OF AGREEMENT made and entered into at Mumbai this 24<sup>TH</sup> DAY OF FEB, 2012 BETWEEN KEYSTONE REALTORS PRIVATE LIMITED, a Company registered under the provision of Companies Act, 1956 and having its office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400 069 hereinafter referred to as "DEVELOPERS" [which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns] of the ONE PART; AND Mr. P. N. Ramaswamy & Mrs. Soumya Ramaswamy residing / having its address at 501, Sand Pebble, 3<sup>rd</sup> Azad Lane, Off. Veera Desai Road, Andheri (W), Mumbai - 400 058 and assessed to Income Tax under Permanent Account Number (PAN) AAAPR4696R & AHGPR1886A (hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of an Individual, such individual's heirs, executors and administrators and assigns, in case of a Partnership Firm, its Partners for the time being, survivors or the last survivors of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and in case of a Company, its successors and permitted assigns) of the OTHER PART:

*[Handwritten signature]*

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WHEREAS:

- a. There were 457 (Four Hundred Fifty-Seven) Nos. of Hutments Dwellers on the property being CTS No. 195 (Part) admeasuring 11484.36 square meters situated at N. Datta Marg, D.N. Nagar, Andheri (West), Taluka Andheri.
- b. The 457 (Four Hundred Fifty-Seven) Hutments Dwellers occupying the Shiv Nagar property have formed a Co-operative Society, Andheri (West) Shiv Nagar Co-operative Housing Society Limited.
- c. By MOU dated 25.10.1994 and made between the Shiv Nagar Co-operative Housing Society (proposed) as the society of the One, M/s. Ruchita Developers as the Firm of the other part, the said Society appointed M/s. Ruchita Developers as the Developer with obligation to construct tenements (inclusive of Residential and Commercial) each having 225 square feet carpet area for eligible slum dwellers whose names appear in the Voters List of January, 1995 (hereinafter referred to as "Slum Rehabilitation Component") and to develop and dispose of the balance FSI which may be available on the said Property with FSI upto 2.5, by constructing the building/s for free sale in the open market (hereinafter referred to as "the said Free Sale Component") on the terms and conditions therein contained. (hereinafter referred to as "the said MOU for Development with the "said Society").
- d. The Members of the Shiv Nagar Co-operative Housing Society Limited have formed a society known as Andheri (West) Shiv Nagar Co-operative Housing Society Ltd., being a Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM(W)/K-W/HSG (TC) 9382/96-97 dated 20.08.1996 and having its office at Shiv Nagar, N. Dutta Marg, D. N. Nagar, Andheri (W), Mumbai - 400 053 (hereinafter referred to as "the said Shiv Nagar Society"). Under the circumstances the said Society is in possession of all that piece or parcel of land or ground situate lying and being at N. Dutta Marg, Andheri (W), Taluka Andheri (W), bearing CTS No. 195(pt), admeasuring 11484.36 square meters and in the First Annual General Meeting dated 10.11.1996 of the said Society, the members of the said Society have ratified the MOU dated 25.10.1994.



*Am*

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- e. The said Society has executed a Power of Attorney dated 31.10.1994 in favour of Mr. Kiran H. Hemani & Mrs. Meena K. Hemani to do and carry out various acts, deeds, matters and things for and on behalf of the said Society in respect of the said Property.
- f. The said Property admeasuring 11484.36 sq. mtrs is owned by MHADA and MHADA has granted its NOC dated 05.06.1996 for developing the said Property as per SRA Scheme and have also agreed to execute the lease/s in favour of the Society and/or nominee as per the layout. Copy of letter received from MHADA is Annexed hereto as Annexure - "A".
- g. The Slum Re-development Committee, under Development Control Regulations 33 (10) Appendix IV of Development Control Regulation 1991 and Additional Guidelines of Brihanmumbai Mahanagar Palika has originally granted permission for Slum Redevelopment Scheme on the said Property and issued Letter of Intent (LOI) under No. D/ACE/S/1248 dated 19.10.1996 for 2.5 FSI for Slum Redevelopment Component and Free Sale Component.
- h. Subsequently Slum Rehabilitation Authority (SRA) has issued a revised Letter of Intent bearing No. SRA/Eng/408/KW/MH/LOI dated 30.08.1999 restricting the consumption of FSI on site upto 1.91 as the said project was claimed to be affected by Coastal Regulation Zone (CRZ).
- i. M/s. Ruchita Developers made a representation to Government of India, Ministry of Environment & Forest (MOEF) that the above said Property is beyond the purview of the CRZ norms. Therefore, the Government of India, MOEF under its letter No. 11-30/2004-IA.III dated 4th May, 2005 accorded and declared its clearance to the said Property being Non-CRZ area. Hence, as per the above clearance, utilization of FSI of 2.5 will be available as per DCR 33 (10).
- j. Pursuant to the joint measurement and demarcation carried out by City Survey Office, MHADA issued its revised NOC dated 26.12.2005 for area recording as 12299.75 square meters situated at N. Dutta Marg, D. N: Nagar, Andheri (W), Taluka Andheri and more particularly described



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in FIRST SCHEDULE hereunder written, hereinafter referred to as the 'said larger Property'. Copy of the said NOC is annexed and marked as Annexure "B".

k. Pursuant to the CRZ clearance from MOEF, Government of India, SRA has issued revised LOI on 17.03.2006 granting 2.5 FSI, wherein the built up area available on the said larger property is 27439.37 square meters out of which (i) 10735.00 square meters area will be utilized for rehabilitating 457 (Four Hundred Fifty Seven) eligible members of the said Society and (ii) 16704.37 square meters FSI for Free Sale Component area is available to Firm for construction of building or buildings on the portion of the said Property for sale of flats and other premises on Ownership Basis. Copy of LOI is hereto annexed as Annexure - "C".

l. Under the said Slum Rehabilitation Scheme and as per the terms and conditions of approvals granted, M/s. Ruchita Developers have commenced the construction on Plot - B, more particularly described in the Third Schedule herein for rehabilitating the 457 (Four Hundred Fifty Seven) members on the said larger property.

m. Under an Agreement for Grant of Development Rights dated 27<sup>th</sup> June, 2005 entered into between M/s. Ruchita Developers, therein referred to as "the Firm" of the One Part and Keystone Realtors Private Limited herein as "the Developer" of the Other Part, Ruchita Developers have granted Development Rights to the Developer in respect of Free Sale Component building to be constructed on Plot-A admeasuring 9296.58 square meters by consuming and utilizing 16704.37 sq. mtrs. of FSI on the terms and conditions contained therein. The said Agreement for Grant of Development Rights is duly stamped and registered with Sub-Registrar of Assurances, Andheri - 2 bearing Serial No. BDR4 - 06114-2005 on 28.06.2005.

n. M/s. Ruchita Developers hereinafter referred to as "Ruchita". Developers hereinafter referred to as "Keystone Realtors Private Limited".

o. Accordingly, Ruchita and Keystone Realtors Private Limited herein have executed Supplemental Agreement dated 14.04.2011 wherein the



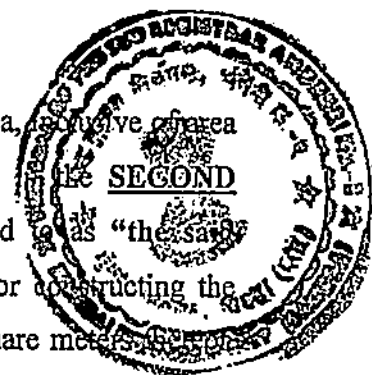
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revised area of 12299.75 square meters is accepted and agreed by both the parties. Pursuant to the said Supplemental Agreement, the exact identification/ location of the 45% of the total flats and other premises available for sale by Ruchita and 55% of the total flats and other premises upto FSI of 16155.00 square meters available for sale by Keystone Realtors Private Limited in the said 'Elita' Building, was identified, marked, recorded and allocated to the respective parties therein, and accordingly as per their entitlement, they shall execute Agreement for Sale of their respective entitlement under MOFA Act with their intending flat purchasers.

p. It is now necessary to amend and re-define the apportion of plot admeasuring 12299.75 square meters and to notionally sub-divide the same for carrying out development.

q. The Plot - A admeasuring 4973.09 square meters area, <sup>consists of area</sup> going in to Nalla and more particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as "the said Property") for the purpose of utilizing the same for constructing the proposed sale buildings having FSI of 16155.00 Square meters, which Free Sale Component area is more particularly shown by Yellow hatched lines on the plan annexed hereto as Annexure - "D".



r. The Plot-B admeasuring about of 2557.26 square meters (approx.) on which work of rehabilitation building has commenced is more particularly described in the **THIRD SCHEDULE** hereinafter written for re-housing 457 (Four Hundred Fifty Seven) members on the said larger Property and reservation of Market etc. is more particularly shown by Pink hatched lines on the Plan annexed hereto as Annexure - "D".

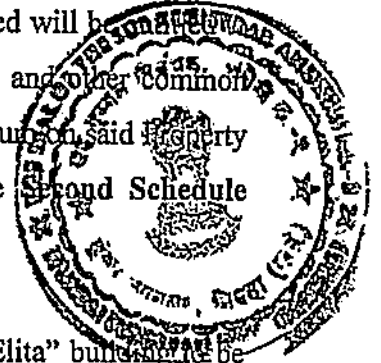
s. The Plot -C admeasuring about of 2022.27 square meters (approx.) more particularly described in the **FOURTH SCHEDULE** hereinafter written being the reservation shown in the layout for Municipal Garden and Cinema respectively as per norms of SRA. The same is more particularly shown by Green hatched lines on the Plan as Annexure "D".

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*[Handwritten mark]*

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- t. The Plot-D admeasuring about of 2747.13 square meters more particularly described in the FIFTH SCHEDULE hereinafter written being the Set back area of 18.30 mtrs wide D. P. Road is more particularly shown by Brown hatched lines on the Plan annexed hereto as Annexure - "D".
- u. Accordingly, Keystone Realtors Private Limited have commenced the construction on Plot A of the said larger property, 1 (One) residential multi-storied building comprising of 4 (Four) wings, each of the Wings having Basement plus stilt plus Ground floor plus 2 (Two) podium level plus 14 (Fourteen) upper floors consisting of flats and other premises wherein Keystone Realtors Private Limited will utilize the floor Space Index as available in respect of the said Property for construction of building as per SRA Scheme for Free Sale, hereinafter referred to as "Elita". In addition Keystone Realtors Private Limited will construct the areas of balconies, staircase, lift wells and other common areas available for construction on payment of premium on said property being Plot -A, more particularly described in the Second Schedule hereunder written.
- v. Accordingly, the Free-Sale Component known as "Elita" building to be constructed according to sanctioned building plans in pursuance of the required I.O.A. bearing No. SRA/ENG/1758/KW/MHL/AP dated 14.8.2007 to be read with amended plan bearing No. SRA/ENG/1758/KW/MHL/AP dated 18.12.2009, a copy whereof is annexed hereto and marked as Annexure - "E".
- w. The required Commencement Certificate in that regard has also been received/ granted by the concerned authorities vide Commencement Certificate bearing No. SRA/ENG/1758/KW/MHL/AP dated 28.8.2007 a copy whereof is annexed hereto as Annexure - "F".
- x. Under the Agreement for Grant of Development Rights dated 27.6.2005 executed by and between the Ruchita and Keystone Realtors Private Limited it has been decided that out of total Flats to be constructed and available for sale in respect of free sale FSI of 17500.00 square meters area, the 55% of the free sale flats shall come to the share of Keystone



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Realtors Private Limited herein and remaining 45% shall come to the share of Ruchita.

y. The Ruchita has confirmed with Keystone Realtors Private Limited that its MOU with the said Society is valid and subsisting and they have not and shall not commit any breach of terms of the MOU and the Ruchita is entitled and authorized to enter into Agreement for grant of Development rights dated 27.06.2005 in favour of Keystone Realtors Private Limited.

z. As per Supplemental Agreement dated 14.04.2011 executed between Ruchita and Keystone Realtors Private Limited it is agreed by and between the parties that the saleable area available for Ruchita and Keystone Realtors Private Limited is restricted up to 16155.00 square meters. However, as per the terms and subject to the conditions prescribed in the Supplemental Agreement dated 14.04.2011, any additional area over and above 16155.00 square meters, if granted by the State Government and/or any other Authority then in that event, the permissible area over and above 16155.00 square meters in respect of the said Property shall be owned and retained by Ruchita. The Keystone Realtors Private Limited, further for the sake of Ruchita, shall pursuant to the terms of Supplemental Agreement dated 14.04.2011, shall construct additional floors over and above the 14<sup>th</sup> floor of Elita to be constructed for Joint Venture (JV). For this additional area, the approvals, necessary amendments to the layout, all other expenses including construction costs and other outgoings to be incurred, shall be borne absolutely by Ruchita alone and Keystone Realtors Private Limited shall construct to consume the said additional FSI provided all approvals are obtained within the time frame. The Purchaser/s herein gives his/her/their consent to this arrangement.

aa. Keystone Realtors Private Limited's Units have been secured by issuance of Secured Redeemable Non-convertible Debentures and a charge has been created over Keystone Realtors Private Limited's units (present & future) in favour of IL&FS Trust Company Limited in its capacity as Debenture Trustee for the benefit of Debenture Holders. As a condition of issuance of Debentures entire consideration amount in

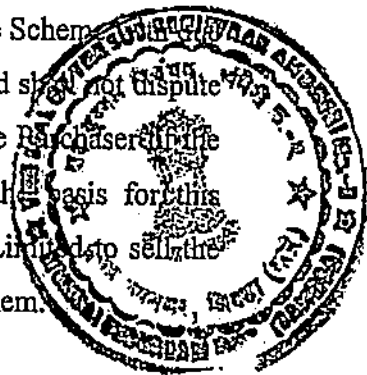
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respect of sale/transfer of any of Keystone Realtors Private Limited's units in the Project shall be deposited in the escrow account.

bb. Keystone Realtors Private Limited have explained to the Purchaser that the facts disclosed by them herein constitute the salient features of their said Scheme for development of the said Property and sale of premises therein on ownership basis for the price fixed for the same and that the Flats are offered for sale only as contemplated under the said Scheme and the acceptance by the Purchaser of the above provisions constitutes the basis for sale of the said Flat to the Purchaser and fixation of price for the same; the Purchaser confirms that he/she/they has/have perused the said Scheme and agreed to acquire the said Flat with full understanding of the said Scheme in the said Building at the price hereinafter mentioned as contemplated under the above Scheme. The Purchaser, on receipt of notice of the aforesaid facts, terms and stipulations, and shall not dispute or challenge the validity thereof; the acceptance by the Purchaser of the aforesaid conditions is irrevocable and constitutes the basis for this Agreement on the part of Keystone Realtors Private Limited to sell the said Flat constructed on the said Property to him/her/them.



cc. Keystone Realtors Private Limited have agreed to sell and the Purchaser has agreed to purchase on ownership basis Flat No. 301 on 3<sup>rd</sup> Floor in Wing "D" in the proposed Free Sale Component building known as "Elita" to be constructed on the said Property (hereinafter referred to as "said Flat").

dd. The Purchaser has demanded from Keystone Realtors Private Limited and Keystone Realtors Private Limited have given to the Purchaser inspection of the documents listed in Annexure - "G" here to annexed with regards to the title of Keystone Realtors Private Limited relating to the said Property .

ee. Subject to what is stated herein above Keystone Realtors Private Limited are entitled to sell and intend to sell on ownership basis, Flats/Shops/Garages as their entitlement inter alia in the proposed Free Sale Component building "Elita" to be constructed on the said Property.

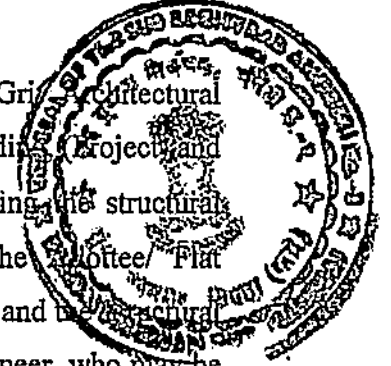
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ff. The Purchaser has prior to the execution of this Agreement satisfied itself about the title of Keystone Realtors Private Limited to the said Property and also the Scheme as approved by SRA as described in the First Schedule hereunder written and the Purchaser shall not be entitled to further investigate the title of Keystone Realtors Private Limited to said Property and no further requisitions or objections shall be raised upon any matter relating thereto. A copy of the Certificate of Title dated 25<sup>th</sup> May, 2011 issued by Mr. Omprakash Shukla, Advocates in respect of the Larger Property is hereto annexed and marked as Annexure "H".

gg. The copy of the extract of the property register card, plan of the said Flat agreed to be purchased by the Purchaser are hereto Annexed and Marked "I" and "J" respectively.

hh. Keystone Realtors Private Limited have appointed Griha Architectural Consultancy Pvt. Ltd. as the Architect for the said building project and has also appointed a Structural Engineer for providing the structural designs and drawings of the said Building and the Flat. The Purchaser accepts the supervision of the said Architect and the Structural Engineer and/or any other Architect or Structural Engineer, who may be appointed by the Ruchita till the completion of the said Building.



ii. Keystone Realtors Private Limited have informed the Purchaser that Keystone Realtors Private Limited shall be entering into separate agreements with several other persons and parties for sale/allotment of Flats/Shops/Garages in the proposed Free Sale Component building known as "Elita" to be constructed on the said Property as their entitlement.

jj. As the parties hereto are desirous of recording the terms and conditions on which Keystone Realtors Private Limited have agreed to allot/sale the said Flat to the Purchaser, in the manner hereinafter appearing.

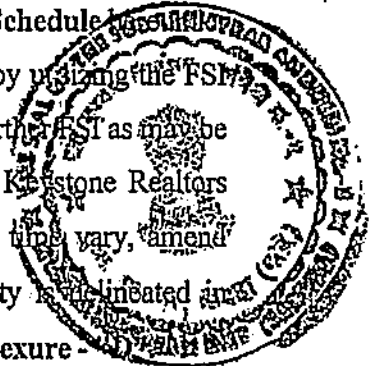
kk. It is necessary to execute this Agreement.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY  
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

*Omprakash Shukla*

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1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement and this Agreement shall be read, understood and construed accordingly.
2. Keystone Realtors Private Limited have commenced construction of 1 (One) residential multistoried Building having 4 (Four) separate wings comprising of Basement/s, Ground plus 2 (Two) level of Podium, and 14 (Fourteen) or more upper floors [herein referred to as the "said Building"] along with car parking spaces and other premises on the said Property being Plot A being Part of Plot being CTS No. 195 (Part), admeasuring 4973.09 square meters or thereabouts situate at D.N. Nagar, Andheri (West), Mumbai - 400 053 within the limits of Bombay Municipal Corporation in the Registration District and Sub-District of Bombay City and Suburban and particularly described in the Second Schedule written hereinafter referred to as "the said Property" by using the FSI of the said Property as per SRA Scheme, as also such further FSI as may be available permitted by SRA on payment of premium. Keystone Realtors Private Limited /Ruchita will, therefore, from time to time vary, amend and/or alter the said Building Plans. The said Property is delineated in yellow colour boundary line on the plan annexed at Annexure -



3. The said Building shall be constructed by Keystone Realtors Private Limited in accordance with the Building Plans prepared by the Architect, Grit Architectural Consultancy Pvt. Ltd. and sanctioned by the concerned Authorities as aforesaid with such modifications and/or amendments thereto as Keystone Realtors Private Limited may deem, fit and proper as aforesaid.
4. The Purchaser hereby agrees to purchase from Keystone Realtors Private Limited and Keystone Realtors Private Limited hereby agrees to sell to the Purchaser Flat No. 301 on the 3<sup>rd</sup> Floor admeasuring 121.46 square meters equivalent to 1307 square feet carpet area (inclusive of area of Balconies) in the building known as Elita Wing "D" for the lump-sum consideration of Rs. 3,37,97,760/- [Rupees Three Crore Thirty Seven Lakh Ninety Seven Thousand Seven Hundred Sixty Only]. It is specifically agreed that the apportionment of the proportionate price of the common areas and facilities appurtenant to the said Flat is notional, and the said composite

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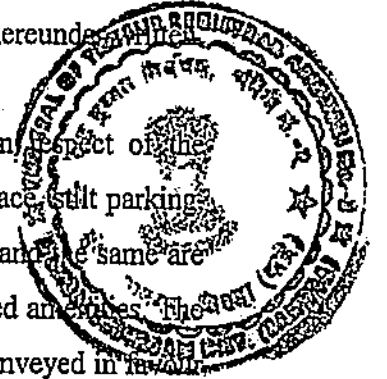
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purchase price is not subject to change even if the percentage of the undivided share relative to the said Flat in the common areas and facilities increases or decreases the intent of the parties being that the said Flat is being sold to and purchased by the Purchaser/s with all the appurtenant rights to the said Flat. The aforesaid percentages are tentative and liable to be increased or decreased in the event there being changes in the Building plans hereafter and the Purchaser expressly consents to such increase and decrease, if any, in the said share and hereby irrevocably consents Keystone Realtors Private Limited to so increase and decrease in the common areas and amenities and the restricted areas and amenities appurtenant to the said Flat and agrees to accept the said share as changed as aforesaid.

5. The common areas and facilities of the said Building to be constructed are more particularly described in the SIXTH SCHEDULE hereunder.

6. The Purchaser shall have no right to put any claim in respect of the restricted amenities i.e. other car parking spaces, open space, built parking, hoarding, gardens attached to other said Flats or terraces and the same are retained by Keystone Realtors Private Limited as restricted amenities. The Purchaser agrees that till such time the said Building is conveyed in favour of the Ultimate Organization, Keystone Realtors Private Limited shall retain with itself all the rights on the terrace, in the compound either by themselves or through their nominee or nominees as the case may be. Subject to the aforesaid Keystone Realtors Private Limited shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper. Unless specifically provided herein or by a Separate Agreement, Deed and or Writing in favour of the Purchaser, the Purchaser shall not be entitled to the benefit of such rights. Subject to the aforesaid, the Purchaser further agrees that Keystone Realtors Private Limited shall be entitled to exclusively exploit commercially the restricted amenities including but not limited to installing on the terraces of the said Building and/or on the said Property antennae of various telecom and other service providers and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived.



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7. The Purchaser/s hereby agree/s to pay to Keystone Realtors Private Limited the purchase price of Rs.3,37,97,760/- (Rupees Three Crore Thirty Seven Lakh Ninety Seven Thousand Seven Hundred Sixty Only) which is exclusive of taxes, levies, sums, premium if any, VAT, service tax, Labour Welfare Cess, or any other Cess charges payable to the local authorities in the following manner:-

i. Rs.68,00,000/- (Rupees Sixty Eight Lakh Only) being the earnest money paid prior to the execution hereof (payment and receipt whereof Keystone Realtors Private Limited admit and acknowledges).

ii. Rs.67,19,104/- (Rupees Sixty Seven Lakh Nineteen Thousand One Hundred Four Only) on the casting of the basement and plinth.

iii. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before casting of 1<sup>st</sup> podium slab.

iv. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before casing of 2<sup>nd</sup> podium slab.

v. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before casting of 1<sup>st</sup> floor slab.

vi. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before casting of 3<sup>rd</sup> floor slab.

vii. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before casting of 5<sup>th</sup> floor slab.



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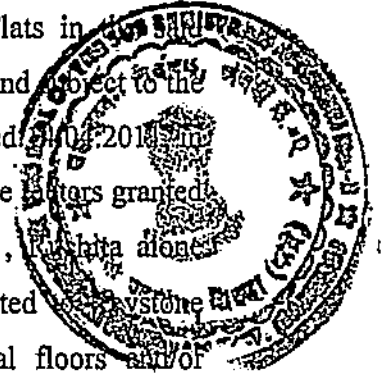
- viii. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before casting of 7<sup>th</sup> floor slab.
- ix. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before casting of 9<sup>th</sup> floor slab.
- x. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before of 11<sup>th</sup> floor slab.
- xi. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before casting of 13<sup>th</sup> floor slab.
- xii. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before casting of top floor slab.
- xiii. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on or before completion of external plaster.
- xiv. Rs.16,89,888/- (Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Eighty Eight only) on possession.

All above payments shall be made by the Purchaser to Keystone Realtors Private Limited in the name of KRPL - ELITA ILFS ESCROW ACCOUNT 17992240000012.

8. The Purchaser/s admits having taken full free and complete inspection of all the documents, approvals, sanctions and scheme as required to be given by Keystone Realtors Private Limited under the provisions of the Maharashtra Ownership of Flats (Regulation on the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules, framed there under from time to time. The Purchaser/s do hereby grant and/or confer upon Keystone Realtors Private Limited the irrevocable right and/or authority for the purposes set out herein below.

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9. Without changing the area of the said Flat Keystone Realtors Private Limited/Ruchita shall be entitled to amend, modify and/or vary the building plans and/or the layout and/or sub-division plan and also the plans and specifications in respect thereof.
10. Pursuant to the terms and conditions of Agreement for Grant of Development Rights dated 27.06.2005 and Supplemental Agreement dated 14.04.2011 executed between Keystone Realtors Private Limited and Ruchita, Keystone Realtors Private Limited/Ruchita shall be entitled to consume F.S.I. upto 16155.00 square meters area available in respect of the said Property. Keystone Realtors Private Limited/Ruchita shall have the sole and absolute right and authority, and shall be entitled to deal with sell, transfer or otherwise dispose off the said Flats in Building and garages if any, However, as per the terms and conditions prescribed in the Supplemental Agreement dated 14.04.2011 in case of any additional FSI over and above 16155.00 square meters and/or permitted by the Competent/Statutory Authority, shall be entitled to consume the same which is entrusted to Keystone Realtors Private Limited herein to construct additional floors and/or additional wings as Ruchita may think fit and proper in accordance with the applicable laws and approvals granted by the concerned local authorities and the Purchasers are informed by Keystone Realtors Private Limited/Ruchita and are fully aware of the same.
11. Irrespective of the possession of the said Flats being given to the Purchaser/s and/or the management being given to the ad-hoc committee/society or the said Flats / being given / sold to the Purchaser/s the rights under this clause and/or under this Agreement reserved for Keystone Realtors Private Limited/Ruchita for exploiting the potentialities of the said Property described in the Second Schedule hereunder written shall be valid and subsisting and shall continue to vest in Keystone Realtors Private Limited/Ruchita until the Deed of Lease is executed by Maharashtra Housing and Area Development Authority (MHADA). Keystone Realtors Private Limited/Ruchita shall be entitled to cause MHADA to execute the lease in favour of Society formed by the purchasers of flats in the said Building known as "Elita"



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12. Keystone Realtors Private Limited/Ruchita shall be entitled to consume balance FSI out of present permissible F.S.I. of 16155.00 square meters obtained as per SRA Scheme by constructing tenements, to sell such tenements for such permissible user as Keystone Realtors Private Limited/Ruchita may think fit and proper to such person or persons for such consideration as Keystone Realtors Private Limited/Ruchita may in their absolute discretion deem fit and proper.
13. Keystone Realtors Private Limited/Ruchita shall also be entitled to consume additional and/or balance F.S.I. available under D. C. Rules and Regulations or by any special concession being granted by the SRA/MHADA or any other authorities including the F.S.I. available in lieu of the road widening setback reservation etc.
14. The Purchaser/s hereby agree and confirm that purchaser/s shall not have any right, title, claim or interest in respect of said larger property and the open spaces, car parking spaces, common passage, podium, compound, terrace lobby and porch area and that the right of the Purchaser/s is confined only to the said Flat hereby agreed to be allotted and transferred.
15. The Purchaser/s hereby agree/s that all necessary facilities, assistance and co-operation will be rendered by the Purchaser/s to Keystone Realtors Private Limited/Ruchita to enable Keystone Realtors Private Limited/Ruchita to make any additions and alterations in accordance with the Plans sanctioned or which may be hereafter put up and sanctioned by the SRA/MHADA and the Purchaser/s hereby further agree/s that after formation of Co-operative Society, the Purchaser/s as a member of Co-operative Society shall accord his/her/their consent to Keystone Realtors Private Limited/Ruchita full facility, assistance and cooperation to enable Keystone Realtors Private Limited/Ruchita for the aforesaid purpose to shift the water tanks on the upper floors or floor which so constructed. The Purchaser/s shall not be entitled to object to any of the aforesaid things or claim or any portion of the said amalgamated property till Keystone Realtors Private Limited confirms in writing that the said Building is completed in all respects.



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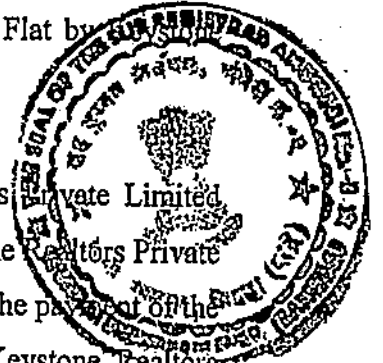
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16. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in Clause [7] above shall be of the essence of the contract. In the event of the purchaser/s making any default in payment of any installment of the purchase price on its due date Keystone Realtors Private Limited will be entitled to terminate this Agreement and in that event, Keystone Realtors Private Limited will be entitled to forfeit the earnest money paid by the Purchaser/s under this Agreement and refund to the Purchaser the installments paid by him/her till the date [but without any interest, compensation, damage or costs] and upon such termination of this Agreement, Keystone Realtors Private Limited will be entitled to sell and/or dispose off the said Flat any other party and to execute the Agreement for Sale in respect thereof, the Purchaser/s herein will not be entitled to raise any objection for such termination before any Court and/or authority and hereby accord his/her irrevocable consent for such sale/disposal of the said Flat by Keystone Realtors Private Limited.

17. Without prejudice to the above and Keystone Realtors Private Limited other rights under this Agreement and/or in law, Keystone Realtors Private Limited may at their option accept from the Purchaser/s the payment of the defaulted installment/s on the Purchaser/s paying to Keystone Realtors Private Limited the defaulted installments together with interest at the rate of 2% [Two Per Cent] per month compounded monthly.

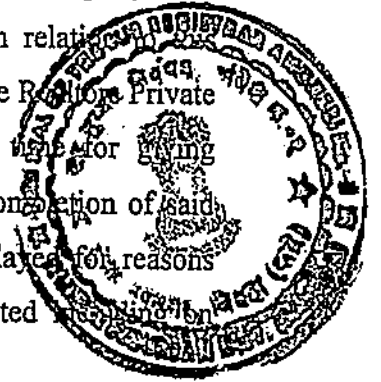
18. Subject to the Purchaser not in breach of any of the terms hereof, Keystone Realtors Private Limited shall endeavor to give possession of the said Flat to the Purchaser on or before the 31<sup>st</sup> day of July, 2015. Keystone Realtors Private Limited shall be entitled to a grace period of six months beyond the aforesaid date. In the event, Keystone Realtors Private Limited fails to handover the possession of the said Flat to the Purchaser beyond the said grace period of six months, then in that event the Purchaser may by giving 30 days notice in writing to Keystone Realtors Private Limited elect to terminate this Agreement and in such event, Keystone Realtors Private Limited shall on demand be liable to refund to the Purchaser the amounts already received by Keystone Realtors Private Limited in respect of the said Flat with simple interest at 9% percent per annum from the date of expiry of such grace period and/or such further date as may be mutually extended till the date of termination. In the event of such termination



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neither Party shall have any other claim, against the other, in respect of the said Flat or arising out of this Agreement and Keystone Realtors Private Limited shall be at liberty to sell and dispose of the said Flat to any other person at such price and upon such terms and conditions as Keystone Realtors Private Limited may deem fit. If as a result of any legislative order or regulation or direction of the Government or Public authorities, Keystone Realtors Private Limited are unable to complete the said Building and/or give possession of the said Flat to the Purchaser, the only responsibility and liability of Keystone Realtors Private Limited will be to pay over to the Purchaser such amount attributable to the said Flat that may have been received by Keystone Realtors Private Limited without any interest within such time and in such manner as may be decided by Keystone Realtors Private Limited. Save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise however. Provided that Keystone Realtors Private Limited shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of said Building in which the said Flat is to be situated is delayed for reasons beyond the control of Keystone Realtors Private Limited on account of:-



- i. Non-availability of steel, cement, other building material, water or electric supply;
- ii. War, civil commotion or act of God;
- iii. Any notice, order, rule, notification of the Government and/or other public or competent authority or for any reason beyond the control of Keystone Realtors Private Limited;
- iv. If documents related to and necessary for the construction, are delayed in receipt from the competent authority; then Keystone Realtors Private Limited shall be entitled to a reasonable extension in lieu of the same, and upon request, the Purchaser shall be informed about such a delay.

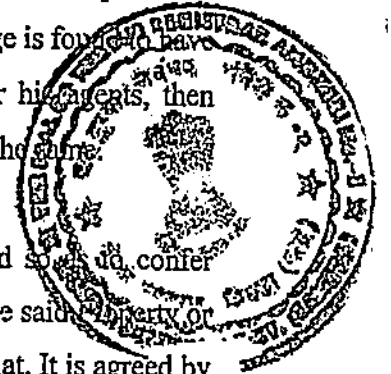
19. Within 15 [Fifteen] days of receipt of intimation from Keystone Realtors Private Limited stating that they have completed the construction with regard to respective Wing of the said Building, the Purchaser/s shall pay the balance consideration as per clause [7] and also the amount payable as

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per Clause [49] of this Agreement to Keystone Realtors Private Limited and Keystone Realtors Private Limited will handover the vacant possession of the said Flat to the Purchaser/s.

20. The Purchaser shall take possession of the said Flat within 7 days of Keystone Realtors Private Limited giving written notice to Purchaser intimating that the said Flat is ready for use and occupation. Provided that if within a period of three years from the date of handing over the Flat to the Purchaser, the Purchaser bring to the notice of Keystone Realtors Private Limited any defect in the said Flat or the said building in which the said Flat is situated or the material used in the construction of the said Building, then, wherever possible such defects shall be rectified by Keystone Realtors Private Limited at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from Keystone Realtors Private Limited reasonable compensation for such defects. Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or his agents, then Keystone Realtors Private Limited shall not be liable for the same.
21. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever into or over the said property or the said Building or any part thereof including the said Flat. It is agreed by and between the parties that such conferment shall take place on the Purchaser/s making full payment of consideration to Keystone Realtors Private Limited and complying with terms and conditions of this Agreement.
22. The Purchaser/s shall have no claim save and except in respect of the said Flat agreed to be sold to him/her/them. All open spaces, lobbies, terrace, club house, Gymnasium, swimming pool and other premises will remain the property of Keystone Realtors Private Limited until the said Building is transferred to the Co-operative Society or executed Deed of Conveyance in favour of the Society as hereinafter mentioned, subject however, to the rights of Keystone Realtors Private Limited as herein stated.
23. The fixtures, fittings and amenities to be provided by Keystone Realtors Private Limited in the said Building with regard to the flats are more particularly described in the EIGHT SCHEDULE hereunder written.

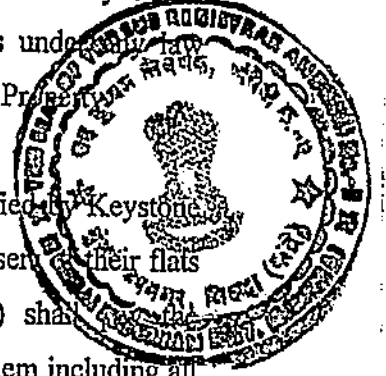


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24. IT IS HEREBY EXPRESSLY AGREED besides the rights retained by Keystone Realtors Private Limited under clause (11), Keystone Realtors Private Limited/Ruchita are also entitled to construct additional floors above 14<sup>th</sup> floor to consume FSI of 16155.00 square meters and Keystone Realtors Private Limited/Ruchita shall also entitled to construct additional structures like sub-station for electricity, office for society, club house, Gymnasium, swimming pool in the stilt/open compound and under-ground and overhead tanks, structures watchman's cabin, toilet units for domestic servants, the location of which are not particularly marked upon the Ground Floor Plans of the said Property and Keystone Realtors Private Limited have informed the Purchaser and the Purchaser is fully aware of the same. Keystone Realtors Private Limited shall always be entitled to sign under-takings and indemnities as required by any Authority of the State or Central Government or Competent Authorities under the law concerning construction of aforesaid structures on the said Property.

25. As soon as respective Wing of the said Building is notified by Keystone Realtors Private Limited as complete, each of the Purchaser of their flats in the said Building (including the Purchaser herein) shall pay their respective installments of the purchase price payable by them including all the amounts as per Clause [49] of this Agreement within 15 (Fifteen) days of such notice served individually. If any of the Purchaser/s fail/s to pay the installments in spite of the notice, Keystone Realtors Private Limited will be entitled to terminate the Agreement with such Purchaser/s and upon such termination, Keystone Realtors Private Limited shall forfeit the earnest money and the installment of purchase price paid by such Purchaser/s to Keystone Realtors Private Limited in respect of the said Flat agreed to be purchased by him/her/them the same shall be refunded by Keystone Realtors Private Limited to the Purchaser/s within 30 days of such termination and upon such termination, the Purchaser/s cease/s to have any right, title interest or claim in respect of the said Flat and/or any part thereof or against Keystone Realtors Private Limited and Keystone Realtors Private Limited shall be at liberty to sell and dispose of the said Flat to any other person at such price and upon such terms and conditions as Keystone Realtors Private Limited may deem fit and proper.



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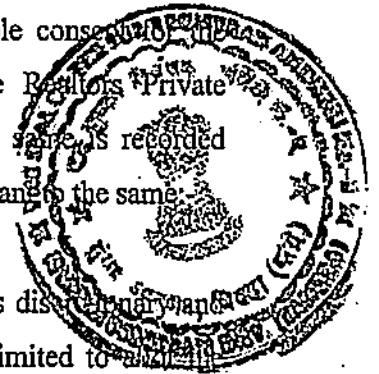
26. The said building/Buildings shall be constructed and completed in accordance with the Plans and Specifications as approved by the Concerned Authorities as aforesaid with such modification thereto as may be made by Keystone Realtors Private Limited as herein above set out. It is agreed by the Purchaser with Keystone Realtors Private Limited that Keystone Realtors Private Limited alone shall have full right and authority to change, alter and amend the building plans design elevation etc., the Purchaser will not be entitled to take any objection from the same so long it does not affect the area and/or location of the said Flat.

27. The Purchaser is allotted car parking space No. 21A and 28A on Upper Level on the Basement 1 Level by Keystone Realtors Private Limited (hereinafter referred to as "the said Car Parking Spaces). The Purchaser/s hereby expressly agrees and also give their irrevocable consent to the agreement arrived between Purchaser and Keystone Realtors Private Limited in respect of the Car Parking Space and the same is recorded herein below and the Car Parking Space is allotted pursuant to the same.

The Car Parking Space is allotted free of cost and it is done with the absolute authority of the Keystone Realtors Private Limited to the same. The Car Parking Space as defined in this Agreement is at basement/stilt/podium and puzzle level and the Purchaser shall be allowed to use the said Car Parking Space only for the purpose of Car Park and not otherwise.

The Purchaser/s further agrees to undertake that he/she/they shall not be allowed to transfer the said Car Parking Space nor the Purchaser/s shall be allowed to transfer the benefit of the said Car Parking Space to any third party.

At the time of handing over possession of the respective Flat, allottees shall be put into possession of their respective allotted Car Parking Space on provisional basis subject to the bye-laws that may be framed by the proposed Society/Condominium and the rules and regulations framed under the said bye-laws shall be binding on the allottees. This provisional allotment is done in consonance of this Agreement.



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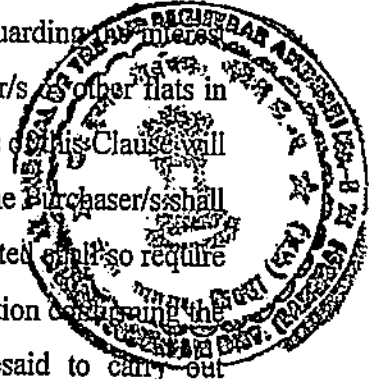
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28. Keystone Realtors Private Limited shall in respect of any consideration amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have first lien and charge on the said flats agreed to be allotted to the Purchaser/s.

29. The Purchaser/s agree/s and undertake/s from time to time to sign and execute the application for the formation and registration of the Society including the bye-laws of the proposed society within 7 (Seven) days of the intimation by Keystone Realtors Private Limited. No Objection shall be raised to the changes in the draft bye-laws as may be required by the Registrar of Co-operative Societies and/or other Concerned Authorities. The Purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as Keystone Realtors Private Limited may require him/her/them to do from time to time for safeguarding the interests of Keystone Realtors Private Limited and the Purchaser/s in other flats in the said Building. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to an end. The Purchaser/s shall ensure that as and when Keystone Realtors Private Limited shall so require the Co-operative Society shall pass the necessary resolution concerning the right of Keystone Realtors Private Limited as aforesaid to carry out additional construction work on the said Building and also confirming the rights of Keystone Realtors Private Limited to sell on ownership basis other flats in the said Building to be constructed on the said Property.

30. Without prejudice to the right of Keystone Realtors Private Limited to transfer the said Building to a Co-operative Society as provided in clause No. 41 and clause No. 43, Keystone Realtors Private Limited shall also have right to submit the said Building and/or the said Property or portions of the said Property to the provisions of the Maharashtra Apartment Ownership Act, [hereinafter for the sake of brevity referred to as "MAO Act"] and to require the Purchasers of the concerned flats to form themselves into an Association of Apartment Owners being a Condominium as contemplated under the provisions of the MAO Act, and rules framed there under. All the Purchasers of their respective flats shall sign such declarations, agreements, papers and deeds of understanding as may be required to be signed and executed for enabling Keystone Realtors Private Limited to form and register such an Association under the provisions of the said MAO Act. The Purchasers of their respective flats

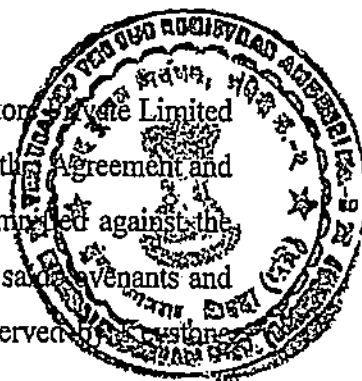


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of lease bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company/Society, and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

34. The Purchaser/s agree/s to pay total consideration amount payable under the terms of this Agreement as and when they become due and payable. Further Keystone Realtors Private Limited/Ruchita is not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts due on the respective due dates or events.
35. The Purchaser/s hereby covenant/s with Keystone Realtors Private Limited to observe and perform the covenants and conditions in the Agreement and to keep Keystone Realtors Private Limited fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by Keystone Realtors Private Limited.
36. The Purchaser/s is/are fully aware of the fact and conditions of SRA as mentioned in LOI together with IOA and CC of Rehab Building and further aware of the fact that as per the SRA provisions there will be two independent societies i.e. one society exclusively meant for it's bonafide slum dwellers occupying their respective premises as permanent alternate accommodation in Rehab Building and another society exclusively meant for bonafide purchasers like the Purchaser/s herein occupying their respective flats in said Building exclusively meant for such flat purchasers. However, as per the conditions and provisions of MHADA (Maharashtra Housing and Area Development Authority), the lease of the entire layout proposal will be separate for occupants of Rehab Building as well as said Building by MHADA in favour of Rehab Building and said Building.
37. After the said Building and flats to be constructed by Keystone Realtors Private Limited on the said Property are complete and ready for occupation and after the Society for the said Building as aforesaid is registered and only after all the flats in the said Building shall have been sold and disposed off by Keystone Realtors Private Limited and Keystone Realtors



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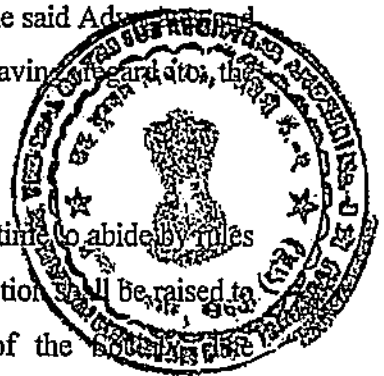
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Private Limited shall have received all dues payable to them under the terms of the Agreements with the Purchasers of all the flats in the said Building, Keystone Realtors Private Limited shall execute and cause the MHADA/SRA to execute in favour of the said Society a lease in respect of the said Property. Until the execution of the lease, the possession of the said Property including common areas and facilities in the said Building thereon shall be deemed to be of Keystone Realtors Private Limited/Ruchita as per the existing law.

38. The Deed of Lease/Deed of Assignment and other documents for transferring the title in favour of the Purchaser/s in respect of the said Flat shall be prepared by the Advocates & Solicitors appointed by Keystone Realtors Private Limited Deed of Assignment/Deed of Sub-lease and the same will contain such covenants and conditions as the said Advocates & Solicitors shall think reasonable and necessary having regard to the development of the said Property.

39. The Purchaser/s agree/s and undertake/s from time to time to abide by rules and regulations of the Co-operative Society. No Objection shall be raised to the changes in the draft rules and regulations of the Co-operative Society. Purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as Keystone Realtors Private Limited may require him/her/them to do from time to time for safeguarding the interest of Keystone Realtors Private Limited and the Purchaser/s of other flats in the said Building. Failure to comply with the provision of this Clause will render this Agreement ipso facto to come to an end.

40. The Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of development charges, levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property, and/or the various flats to be constructed thereon, the same shall be reimbursed by the Purchaser/s to Keystone Realtors Private Limited in the proportion of the area of the said Flat to the total area of all the Flats in the said Building and in determining such amount, the decision of Keystone Realtors Private Limited shall be conclusive and binding upon the Purchasers.



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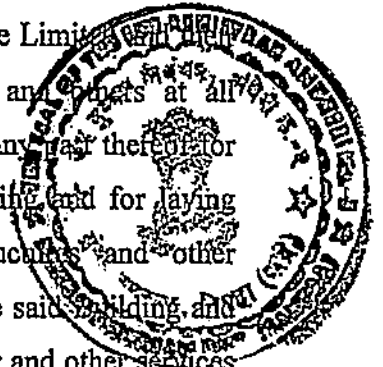
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41. The Purchaser/s shall at the time of making payment of the installments mentioned as agreed herein will also pay to Keystone Realtors Private Limited a sum as mentioned in Clause [49] which will be held by Keystone Realtors Private Limited as deposit without interest and Keystone Realtors Private Limited shall be entitled to utilize such deposits towards payment of proportionate lease rent, taxes and other outgoings. In the event of the Purchaser/s making any default in payment thereof regularly as agreed to herein by him/her/them, Keystone Realtors Private Limited will have right to take legal action against the Purchaser/s for recovering the same. On formation of the Co-operative Society, Keystone Realtors Private Limited shall handover the balance of the said deposit to such Co-operative Society.

42. The Purchaser/s shall allow Keystone Realtors Private Limited surveyors and Agents with or without workmen and servants at all reasonable times to enter upon his/her/their flats or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building, and also for the purpose of cutting off the supply of water and other services to the flats of any other premises owners in the said Building in respect whereof the Purchaser/s or user/s or occupier/s of such flats as the case may be shall have committed default in payment of his/her/their share of the property taxes and other outgoings in respect of the said flats.

43. In the event of the Society being formed and registered before the sale and disposal by Keystone Realtors Private Limited/Ruchita of all the flats in the said Building the powers and authority of the Society and the Purchaser/s of the flats therein shall be subject to the powers of Keystone Realtors Private Limited/Ruchita in all the matters concerning development of the said Property as also construction of additional floors/structures and all amenities pertaining to the same and in particular Keystone Realtors Private Limited/Ruchita shall have absolute authority and control as regards any unsold flats and the sale thereof. Keystone Realtors Private Limited/Ruchita shall have a right to complete the said Building and to sell and dispose of for their (i.e. Keystone Realtors Private Limited) benefit all unsold flats in the said Building.

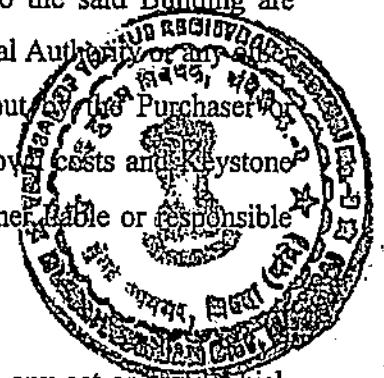


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44. The Purchaser/s shall not at any time demolish or do or cause to be done any additions or alterations which may result in change in the elevation of the said Building of whatsoever nature in the said Flat or any part thereof. The Purchaser/s shall keep the said flats walls, partitions, sewers, drains, pipes and appurtenant thereto in good and tenantable repair and condition and in particular the said Building so as to provide shelter to and protect the parts of the said Building other than his/her/their flats. The Purchaser/s shall not enclose niches, flowerbed, pergola or balconies or make any alterations in the outside elevations and outside colour scheme of the flats to be allotted to him/her/them.
45. After the Possession of the said Flat is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any Statutory Authority, the same shall be carried out by the Purchaser for various flats in the said Building at his/her/their own costs and Keystone Realtors Private Limited shall not be in any manner liable or responsible for the same.
46. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any flats or any part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other flats in the said Building. However, it is clarified that this does not cause any obligation upon Keystone Realtors Private Limited to insure the said Building or the flats agreed to be sold to the Purchaser/s.
47. The Purchaser/s will lodge this Agreement for registration with the Sub-Registrar of Assurances at Bandra and Keystone Realtors Private Limited will attend the office of the Sub-Registrar and admit execution thereof after the Purchaser/s informed them of the number under which it is lodged for registration by the Purchaser/s.
48. All letters, circulars, receipts and/or notices issued by Keystone Realtors Private Limited dispatched under Certificate of Posting to the address known to them of the Purchaser/s will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge



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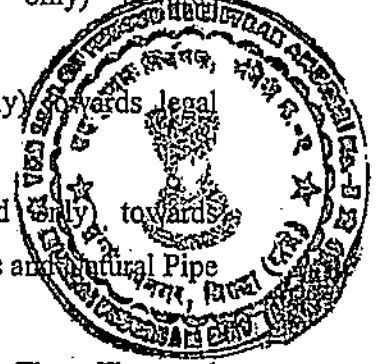
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to Keystone Realtors Private Limited. For this purpose, the Purchaser/s has/have given the following address:-

501, Sand Pebble, 3<sup>rd</sup> Azad Lane, Off Veera Desai Road, Andheri (West),  
Mumbai - 400 058.

49. The Purchaser/s shall at the time of making payment of the installments mentioned in Clause [7] shall also agree to pay to Keystone Realtors Private Limited the following amounts:-

- i. Rs.700/- (Rupees Seven Hundred only) towards Share Money and Application Fees.
- ii. Rs.5000/- (Rupees Five Thousand only) towards Formation and Registration of Society.
- iii. Rs.5000/- (Rupees Five Thousand only) towards legal fees.
- iv. Rs.30,000/- (Rupees Thirty Thousand only) towards Electricity charges, Water Meter charges and Natural Pipe Gas connection charges.
- v. Rs. 1,83,540/- (Rupees One Lakh Eighty Three Thousand Five Hundred Forty only) towards Twelve months provisional deposit.
- vi. Rs.1,83,540/- (Rupees One Lakh Eighty Three Thousand Five Hundred Forty only) towards Twelve months provisional maintenance in advance.
- vii. Rs.41,515/- (Rupees Forty One Thousand Five Hundred Fifteen only) towards Development and Infrastructure charges.
- viii. Rs.1,09,250/- (Rupees One Lakh Nine Thousand Two Hundred Fifty only) towards Club House charges.
- ix. Rs.14,400/- (Rupees Fourteen Thousand Four Hundred only) towards 12 months non refundable Club House maintenance charges.



50. Any delay or indulgence by Keystone Realtors Private Limited in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of Keystone Realtors Private Limited of any breach or non-compliance of

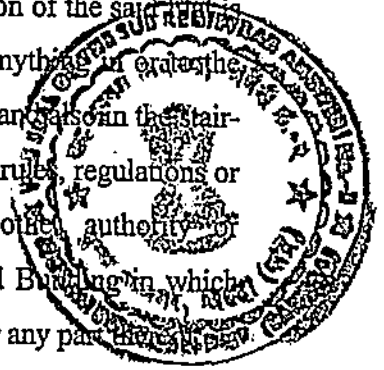
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any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of Keystone Realtors Private Limited.

51. Keystone Realtors Private Limited shall be entitled to alter the terms and conditions of the Agreement relating to the unsold flats in the said Building of which the aforesaid flats form part and the Purchaser/s shall have no right to object to the same.
52. The Purchaser/s himself/herself/themselves with intention to bind all persons into whosoever hands the said Flat may come, doth hereby covenant/s with Keystone Realtors Private Limited as follows:-
- a. To maintain the said Flat at Purchaser's/s costs in good tenable repair and condition from the date the possession of the said Flat is taken and shall not do or suffer to be done anything or create the said Building in which the said Flat is situated, and also in the staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Building in which the said Flat is situated and the said Flat itself or any part thereof.
  - b. Not to store in the said Flat any goods which are of hazardous, explosive, combustible nature which are dangerous to structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the lift, staircase, common passages or any other structure of the said Building, including /entrances of the said Building and in case of any damage is caused to the said Building or the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the breach;
  - c. To carry out at his/her/their own costs all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which they were delivered by Keystone Realtors Private Limited to the Purchaser/s and shall not do or suffer to be done anything in or to Keystone Realtors Private Limited in which the



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said Flat are situated or the said Flat which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

d. Not to demolish or cause to be demolished the said Flat or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drains and pipes in the said Flat and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and the other part of the said Building and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said Flat without the prior written permission of Keystone Realtors Private Limited and/or the Condominium/Society. In case on account of any alterations being carried out by the Purchaser/s in the said Flat [Whether such alterations are permitted by the Concerned Authorities or not] should there any damage to the adjoining flats or to the flats situated below or above the said Flat [inclusive of leakage of water and damage to the drains] the Purchaser/s shall at his/her/their own costs and expenses repair such damage [including recurrence of such damages];

e. Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Building;

f. Pay to Keystone Realtors Private Limited within 7 (Seven) days of demand by Keystone Realtors Private Limited his/her/their share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said Building;

g. To bear and pay increase in local taxes, water

charges insurance	
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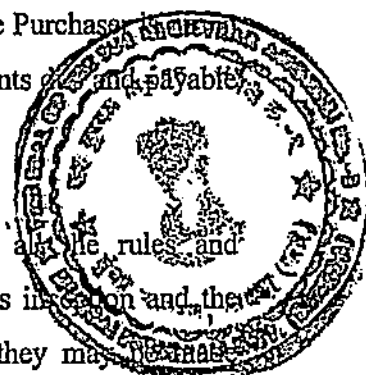
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and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and/or other Public Authority, on account of changes of user of the said Flat by the Purchaser/s;

h. The Purchaser shall not without the prior written consent of Keystone Realtors Private Limited let, sub-let, transfer, assign or part with the Purchaser's interest or benefit under this Agreement or part with the possession of the Residential Flat until the possession of the Residential Flat is handed over to the Purchaser. In any other case and unless the Deed of Conveyance as contemplated herein is executed in favour of Ultimate Organization, the Purchaser shall with the prior written consent of Keystone Realtors Private Limited sell, transfer, lease, assign or dispose of the Residential Flat provided that the Purchaser shall not be in breach of any of the terms hereof and all amounts due and payable under this Agreement have been paid.

i. The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and thereafter, additions alterations or amendments thereof they may deem fit from time to time for protection and maintenance of the said Building and the Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expense or other outgoings in accordance with the terms of this Agreement;

j. Till the formation of the Society and execution of lease in favour of the Society, the Purchaser/s shall permit Keystone Realtors Private Limited and its Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property and said Building or any part thereof to view and examine the state and condition thereof;



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k. To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement [including in the recitals thereof]. If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to Keystone Realtors Private Limited the amounts payable under the terms and conditions of this Agreement [whether before or after the delivery of the possession] within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe and covenants and stipulations herein contained or referred to Keystone Realtors Private Limited shall be entitled to re-enter upon and resume possession of the said Flat and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser/s herein agree/s that on Keystone Realtors Private Limited re-entry on the aforesaid, all the right, title, and interest of and Purchaser/s in the said Flat and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejection as trespassers. The Purchaser shall thereupon cease to have any right, title or interest in the said Flat. In whatever event, all the moneys paid in by the Purchaser/s [except the outgoings apportionable to the said Flat till the date of such termination] shall after 30 [Thirty] days of such termination be refunded by Keystone Realtors Private Limited to the Purchaser/s;

1. It is expressly agreed by the Purchaser with Keystone Realtors Private Limited that besides the stamp duty and registration charges Service Tax/VAT, Labour Welfare Cess or any other Cess charges or levies either in present or in future in respect of this Agreement for Sale of said Flat by Keystone Realtors Private Limited in favour of Purchaser, the same will be borne and paid by the Purchaser alone and Keystone Realtors Private Limited will be entitled to recover the same from the Purchaser and the same will be paid by the Purchaser to Keystone Realtors Private Limited within 7 (Seven) days from the date the same is demanded by Keystone Realtors Private Limited from the Purchaser (time being essence);

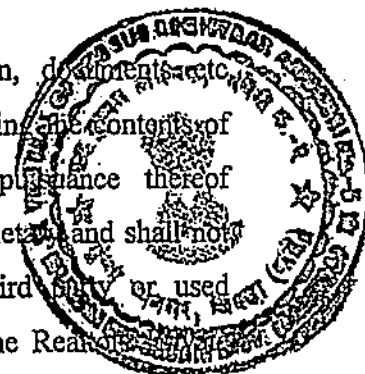
m. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering this Agreement as well as

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Deed of Lease/Deed of Assignment and any other documents required to be executed by Keystone Realtors Private Limited in respect of transferring the said Flat including the said Property and the said Building in favour of the Purchasers of flats and/or Co-operative Society formed by the Purchasers as well as the entire professional costs of the Advocates of Keystone Realtors Private Limited in preparing and/or approving all such documents shall be borne and paid proportionately by the Purchasers. The Purchaser/s shall on demand pay to Keystone Realtors Private Limited his/her/their proportionate share in regard to the above. The amount payable under this Clause is in addition to the amount as mentioned in Clause [49] above;

53. The Purchaser hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of Keystone Realtors Private Limited. The confidentiality obligations under this Clause shall survive even after handing over the Possession of the said Flat and is legally binding on the Purchaser and shall always be in full force and effect.
54. The Purchaser shall not make any public announcement regarding this Agreement without prior consent of Keystone Realtors Private Limited.
55. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-
- such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
  - such disclosure is required in connection with any litigation; or
  - such information has entered the public domain other than by a breach of the Agreement.

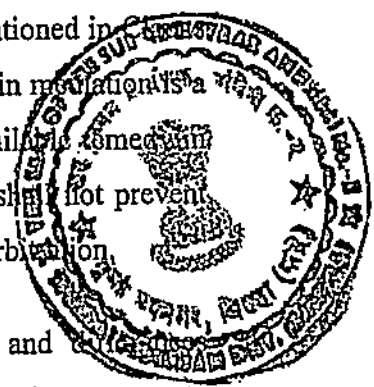


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56.1. The Parties to this Agreement hereby agrees that they shall, at all times, act in good faith, and make all attempts to resolve all differences or disputes howsoever arising out of or in connection with this Agreement by direct negotiation between the parties, if the parties are unable to settle the disputes through direct negotiations, then in that event the parties agree to submit the dispute to mediation. Such mediation should be referred to MCHI Grievance Cell for resolving the disputes/differences between the parties. Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date such notice is given to the either party, failing which thereafter the Parties shall submit the dispute to arbitration as mentioned in below. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration.



56.2. The Parties shall be bound to submit all disputes and howsoever arising out of or in connection with this Agreement, to arbitration by one (1) arbitrator, failing which by three (3) arbitrators: one nominated by the Developer, the second by the Purchaser and the third chosen by the two (2) arbitrators so nominated by the Parties. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law. The Arbitration and Conciliation Act, 1996, shall in all matters govern the arbitration.

56.3 The Arbitrators shall be persons of professional repute, who are not directly or indirectly connected with any of the Parties to this Agreement. They shall have prior experience as arbitrators.

56.4. The place of arbitration shall be Mumbai. The language to be used in the arbitration proceedings shall be English.

56.5. The award of the arbitration proceedings will be final and binding on Parties to the Agreement.

56.6. This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India.

The Parties agree to	
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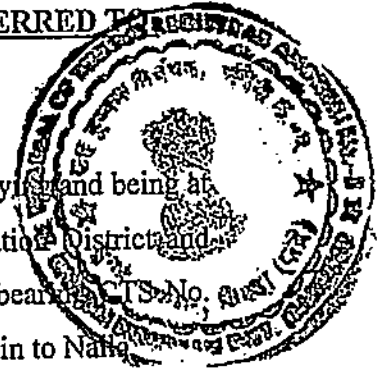
submit to the exclusive jurisdiction of the courts in Mumbai in connection with any dispute arising out of or in connection with this Agreement.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**  
**"LARGER PROPERTY"**

All that piece or parcel of land or ground situate lying and being at N. Dutta Marg, D. N. Nagar, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District bearing CTS No. 195 (pt) admeasuring 12299.75 Sq. mtrs.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**  
**"FREE SALE COMPONENT"**

Plot -A being all that piece or parcel of land or ground situate lying and being at N. Dutta Marg, D. N. Nagar, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District bearing CTS No. 195 (pt) admeasuring 4973.09 Sq. mtrs inclusive of area going in to Naha



**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**  
**"REHAB COMPONENT"**

Plot -B being all that piece or parcel of land or ground situate lying and being at N. Dutta Marg, D. N. Nagar, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District bearing CTS No. 195 (pt) admeasuring 2577.26 Sq. mtrs.

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:**

Plot -C being all that piece or parcel of land or ground situate lying and being at N. Dutta Marg, D. N. Nagar, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District bearing CTS No. 195 (pt) admeasuring 2022.27 Sq. mtrs.

*[Handwritten signatures]*

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**THE FIFTH SCHEDULE HEREIN ABOVE REFERRED TO:**

Plot-D admeasuring about of 2747.13 Sq. mtrs being the Set back area of 18.30 mtrs. wide D. P. Road.

**THE SIXTH SCHEDULE HEREIN ABOVE REFERRED TO:**

**"COMMON AREAS AND AMENITIES"**

A. Common areas and amenities of the said Flat in relation to the said Building:-

The said Property on which the said Building shall be constructed and the common service lines such as electricity, water, drainage, common recreation areas.

The following facilities which will be located throughout the said Building:-

- 1.) Water tank located on Ground Floor of the said Building;
- 2.) Plumbing net-work throughout the said Building;
- 3.) Electric wiring net-work throughout the said Building;
- 4.) Necessary light, telephone and public water connections;
- 5.) The foundations and main walls, columns, girders, stairs and roofs of the said Building; and
- 6.) All apparatus and installation existing for common use.

The Percentages of undivided share of the said Flat in the common areas and facilities relating to the said Building shall be in the ratio of total area of the all the flats in the Building to the area of the said Flat.

**THE SEVENTH SCHEDULE HEREIN ABOVE REFERRED TO:**

**"PROPERTY TAX, WATER CHARGES AND RATES"**

1. The expenses of maintaining, repairing, re-decorating, etc., of the main structure and in particular the roof, gutters and rain water pipes and electric wires in, under or upon the said Building and enjoyed or used by the Purchaser/s in common with the other occupiers of other premises and the main entrance, passages, landings, stair-cases of the other buildings as enjoyed by the Purchaser/s used by him/her/ them in

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common as aforesaid and the boundary walls of the buildings, compounds, terraces, etc.

2. The costs of cleaning and lighting the passages, landings, stair-cases and other parts of the buildings so enjoyed or used by the Purchaser/s in common as aforesaid.
3. The costs of decorating the exterior of the said Building.
4. The salaries of clerks, bill collectors, sweepers, etc.
5. The costs of working and maintenance of lifts, water pumps and lights and other service charges.
6. Municipal and other taxes and other assessments.
7. Service Tax and VAT charges, Labour Welfare Cess.
8. Insurance of the said Building.
9. Such other expenses as are necessary or incidental for and upkeep of the said Building.



**THE EIGHTH SCHEDULE HEREIN ABOVE REFERRED TO:**

**"FIXTURES, FITTINGS AND AMENITIES"**

**BUILDING:-**

The Building consists of A, B, C and D wings which is basement+Stilt+2 podiums+ typical floors. The Building will be of R.C.C. frame structure with internal and external walls made of brick/block work.

**1. Living room-**

- a) Good Quality marble flooring will be provided in the living room.
- b) Walls / Ceiling will be painted with good quality paint.
- c) Window will be Aluminum, Powder coated / Anodized or UPVC with required thickness of glass.
- d) Teakwood door frames with provision of rebate only for safety door.
- e) Flush door Shutters with veneer on both sides.

**2. Bedrooms-**

- a) Good quality marble flooring will be provided in the bedroom.

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- b) Walls and Ceiling will be finish with good quality paint.
- c) Window shutters will be Aluminum, Powder coated / Anodized or UPVC with required thickness of glass.
- d) Teakwood door frames.
- e) Flush door Shutters with laminate on both sides

3 Kitchen-

- a) Flooring will be vitrified tile in open area & Indian marble below platform.
- b) Dado tiles up to 2 ft. above platform.
- c) Wall and Ceiling will be finish with good quality
- d) Storage geyser of 5 lit capacity.



4 Toilets-

- a) Flooring will be in antiskid tiles.
- b) Dado in ceramic tiles & wash basin counter in good quality marble/ Granite with cudappa base.
- c) C. P. Fitting will be of high end brand with wash basin / basin mixer, telephonic hand shower & flush valve.
- d) All toilets shall have storage geyser of 15lit.capacity.
- e) Flush doors with both side laminate.

5 Common amenities-

- a. Video door phone with provision of intercom
- b. Normal CCTV cameras in parking podiums/basement/swimming pool Entrance lobbies.
- c. Public announcement system in parking podiums/landscape area.

*Handwritten signature and initials.*

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IN WITNESS WHEREOF, Keystone Realtors Private Limited and the Purchaser/s have hereunto set and subscribed their hands and seal on this day and year first hereinabove written.



SIGNED, SEALED AND DELIVERED by within named "DEVELOPERS" KEYSTONE REALTORS PVT. LTD.

) For Keystone Realtors Pvt. Ltd.

) *[Handwritten Signature]*

) Director



through the hands of its Director, SHRI Y. PERCY CHOWDHRY in the presence of

*Sandip Gaud e*

*Vishwanath Band B*

SIGNED AND DELIVERED by the within named "PURCHASER/S"

MR. P. N. RAMASWAMY

MRS. SOUMYA RAMASWAMY

in the presence of

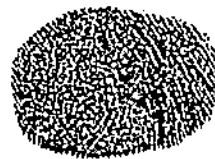
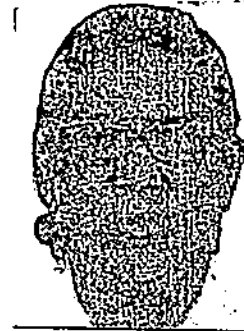
*Sandip Gaud e*

*Vishwanath Band B*

*7*

) *Ramaswamy*

) *Soumya*



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RECEIPT

RECEIVED from MR. P. N. RAMASWAMY & MRS. SOUMYA RAMASWAMY a sum of Rs.68,00,000/- (Rupees Sixty Eight Lakh only) by Cheque/DD No. mentioned below, Mumbai being the amount as provided for hereinabove.

Witness: For KEYSTONE REALTORS PRIVATE LIMITED

*Scandip Gaud*  
*Vishwanath Band*

*[Signature]*  
DEVELOPERS



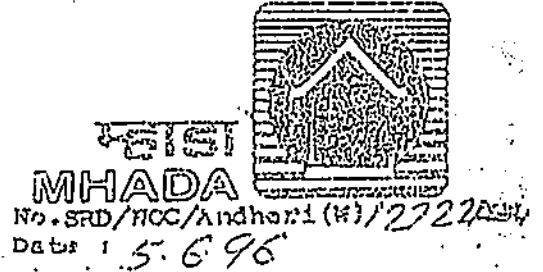
Date	Ch. No.	Bank	Amount
06.01.2012	118958	ICICI Bank Limited	Rs.40,00,000/-
15.01.2012	118961	ICICI Bank Limited	Rs.28,00,000/-
		TOTAL	Rs. 68,00,000/-

*[Signature]*  
*[Signature]*

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Elite  
Annexure "A"

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ  
(महात्मा जवाहरलाल नेहरू पटल)  
BOMBAY HOUSING AND  
AREA DEVELOPMENT BOARD  
(A MHADA UNIT)



To

M/s. Ranjit Naik Architects Pvt. Ltd.,  
40/A, Madhavi Bldg, Ground floor,  
Sir-Bhalchandra Marg, Dadar (E),  
Mumbai - 400 014.

Sub : Request for NOC to undertake Slum  
Redevelopment Project on the land  
bearing CTS No. 195 (pt) of Andheri  
Village for Shiv-Nagar Co-Op. Hsg.  
Society (Prop), Andheri (W).

Sir,

The Bombay Housing and Area Development Board has no objection to the implementation of a Slum Redevelopment Project by the Shiv-Nagar Co-Op. Housing Society (Proposed) consisting of 457 hutment dwellers on 11484.35 sq. m. of land bearing CTS Nos. 106 and 106 (A) (part), CTS No. 195 (pt) of Village Andheri (W) in accordance with the provisions of the Slum Redevelopment Regulations 33 (10) of the B.M.C. 1991 and the additional guidelines formulated by the BMC in this behalf with the prior approval of the State Govt.

There are 457 eligible hutment dwellers, of which 442 are residential, 05 residential-cum-commercial and 10 commercial. In addition to that there is a Balwadi, one stage two temple and a cross. The PAP tenements to be reserved for MHADA are 128. However this figure of PAP Tenement is likely to vary depending on the 'SRA' policy decision to be taken on calculation of the density on gross or net plot area.

This NOC is being issued in order to enable the Society in-order to enable the Society of slum dwellers to obtain the approval of the SRD Committee headed by the Municipal Commissioner. After the SRD proposal is approved by the High Power Committee formal lease deed in respect of the land covered by the SRD proposal shall be entered into by the B.M. & A.D. Board with the Co-Op. Housing Society.

Yours faithfully,

Chief Officer,  
B.M. & A.D. Board, Mumbai.

गृहनिर्माण मंडळ, वॉर्ड (पूर्व), मुंबई ४०० ०५१.  
दूरध्वनी: ६४२८३३१-३५, ६४२२४९१-१५. टेलिफॅक्स: ११७५६२९. आवाज इन  
पत्र पेट्री क्रमांक : ८११५

Griha Nirman Bhavan, Bandra (East), Bombay 400 051.  
Phone: 5428331-35, 6425411-15 Telex: 1175629 AWAS IN  
Post Box No.: 3135

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Annexure "B"

KIND ATTN: MR. SHARMA

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ  
(म्हाडाचा घटक)  
MUMBAI HOUSING AND  
AREA DEVELOPMENT BOARD  
(A MHADA UNIT)

महाडा  
MHADA



क्र.मु.अ./मु.नं./समुच्च./अ./शिवनगर/ ९९९ /०५  
दिनांक: २६/१२/०५

प्रति,  
श्री. आर्किटेक्चरल कन्सल्टंट्स प्रा. लि.,  
मंडळा हाऊस, चार बंगला,  
आजोती-प., मुंबई-४०० ०५३.

विषय: झोपडपट्टी पुनर्वसन योजना- शिवनगर सह.पुन. संस्था,  
न.पु.क्र. १५५ (पैकी), अंधेरी: सुधारित ना हरकत प्रमाणपत्राबाबत.  
संदर्भ: कार्यालयीन, पीट आर्किटेक्चरल कन्सल्टंट्स प्रा. लि.  
यांचे पत्र दि. २२.१२.०५.

सन्तोष,

विषयवस्तु प्रकरणी संबंधीत पत्रान्वये आपण सुधारित ना  
मामणी केलेली आहे. या बाबत आपणान्वय कळविण्यात येते की  
मंडळाच्या आगमनातील शिवनगर सह.पुन. संस्था ओ.पु. योजना (S.R.  
येजी ११४८४-३६ चौ.मी. योजनायेत ना हरकत प्रमाणपत्र देण्यात या  
मा.र.अ क्र.१०, दि.५.५.०३ अन्वये नगर भूमापन अधिनियम  
संश्लेषणा पुराणाचे क्षेत्र १२२९९-७५ चौ.मी. वेगळे आहे.  
नगर भूमापन कार्यालय हे क्षेत्र कायम धरण्याकरीता सहाय्य असल्यामुळे, याच्या कार्यालयाने  
अंतिम केलेल्या १२२९९-७५ चौ.मी. क्षेत्राकरीता या पत्रानुसार सुधारित ना हरकत प्रमाणपत्र देण्यात येत  
आहे. तरी, यापूर्वी दिलेल्या भा.दि.५.६.९६ अन्वये नगद करण्यात आलेले क्षेत्र ११४८४-३६ चौ.मी.  
१६ कारणात येत आहे.



आपला विश्वासू,  
  
मुद्रा अधिकारी,  
मुंबई मंडळ

निर्माण भवन, रत्नानगर, वानंदे (पूर्व), मुंबई - ४०० ०५१.

Griha Niranjan Bhavan, Kailashnagar, Bandra (East), Mumbai, 400 051

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Annexure "C"



Slum Rehabilitation Authority  
5th Floor, Griha Nirman Bhavan,  
Bandra (East), Mumbai 400 053. Fax: 022-26590457  
Tel.: 022-26590519 / 0405 / 1979 / 0993  
E-mail: info@sra.gov.in

No. SRA/ENG./408/KW/MHL/LOI

Date: 17 MAR 2006

To,

✓  
Architect

Smt. Sushma Deodhar  
of M/s. Grit Architectural  
Consultancy Pvt. Ltd.  
Mehta House 1, opp. Good  
Shepherd Church,  
Four Bungalow, Andheri (W)  
Mumbai - 400 053.

2. Owner / Developers

Shri. Kiran H. Hemani  
of M/s. Ruchita Developers.  
5/6, Geeta Bldg., Shivram Soc.,  
Devidaya Road, Mulund (W)  
Mumbai - 400 021.

3. Society

Andheri (W) Shiv Nagar  
CTS No. 195 (pt) of village  
Andheri, at N. Dutt Road,  
Andheri (W), Mumbai - 400 053.



Sub: Proposed Slum Rehabilitation scheme  
195(pt) of village Andheri, at N. Dutt  
(W), Mumbai 400 053. for "Andheri (W)  
Ltd". after clubbing with S.R. Scheme of  
CTS.No.1110 (pt) of village Kandivalli, at Powells street  
Tulaskar wadi, Kandivalli (W), Mumbai 400 043  
"Shivshakti Nagar, CHS Ltd".

Ref : SRA/ENG./403/KW/MHL/LOI

Sir,

By direction of CEO (SRA) this office is pleased to issue this Revised  
Letter of Intent to inform you that, your above proposal is considered  
and principally approved for grant of 2.5 FSI (Two point Five FSI) in  
accordance with D. C. Regulation No. 33 (10) and Appendix 11 (10)

Yours faithfully

\_\_\_\_\_  
Slum Rehabilitation Authority

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17 MAR 2006

SRA/Eng/408/KW/MHL/LOI

amended D. C. Regulations out of which maximum FSI of 2.231 shall be allowed to be consumed on the plot subject to the following conditions.

1. That you shall hand over Nil numbers of tenements to the Slum Rehabilitation Authority for Project Affected Persons, each of carpet area 20.90 sq. mt. at free of cost.
2. That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the Lic. Architect.
3. That you shall rehouse the eligible slum dwellers as per the list certified by the C.O. MHADA allotting tenements and shop of area mentioned in Annexure - II, free of cost constructing the same as per specification and Annexed herewith.
4. That you shall register society of slum dwellers to be rehoused under Slum Rehabilitation Scheme and Project Affected Persons (PAP) nominated for allotment of tenements by the Slum Rehabilitation Authority.
5. That if required along with the other societies, you shall form a federation of societies so as to maintain common amenities such as internal road, street lights etc.
6. That you shall incorporate the clause in the registered agreement with slum dwellers and project affected persons that they shall not transfer tenements allotted under Slum Rehabilitation to any one else except the legal heirs for a period of 10 (ten) years from the date of taking over possession, without prior permission of the CEO (SRA).
7. That you shall provide transit accommodation to the slum dwellers with requisite amenities, if required to be shifted for construction of proposed building, till the permanent tenements are allotted and possession is given complying all formalities and existing amenities shall be maintained in working order till slum dwellers are rehoused in the proposed rehabilitation tenements.
8. That you shall bear the cost of carrying out infrastructure works right upto the plot, and shall strengthen the existing infrastructure facility and / or provide services of adequate size and capacity as per the directives of the undersigned.
9. That you shall submit layout and get the same approved before requesting for Commencement Certificate.



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10. That you shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by CEO (SRA).

11. That you shall submit the P.R.C. as required till which time development shall be restricted to 75% of permissible built up area.

12. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the salient features Annexed herewith.

The salient features of the scheme are as under:

SR. NO	DESCRIPTION	Slum Plot AREA IN SQ.MT.
1.	Area of the plot / slum.	12299.75
2.	Area of the plot arrived at for computation of F.S.I.	12299.75
3.	Rehabilitation component as per D.C.R.33/(10).	11838.05
4.	Sale component as per D.C.R.33(10) [11838.05+8176.32 Sale FSI transferred from Shivshakti Nagar CHS Ltd., Kandivali (W).]	20014.37
5.	Rehab. Built-up area.	10735.00
6.	Sale Built-up area in situ. (8176.32 sq.mt. area transferred from Shiv Shakti Nagar CHS, Kandivali (W).	+ 8176.32
7.	F.S.I. Sanctioned.	10735.00
8.	Total Built-up area approved.	10735.00
9.	No. of slum dwellers to be re-accommodated.	02 nos. of B/W
10.	Area of unbuildable reservation/road to be surrendered, [a] Road Setback [b] R.O. [c] Stopping Centre [d] Cinema.	2747.13 1077.18 516.23 1060.23
11.	Built up Area proposed in situ (Rehab.+Sale)	27439.37



By:                       
Chief Engineer  
Slum Rehabilitation Authority

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17 MAR 2006

SKA/Eng/408/KW/MHL/LOI

13. That you shall get the plot boundaries demarcated and the compound wall shall be constructed prior to commencing building works and the same shall be certified by the concerned Architect before requesting for C.C. beyond the plinth level.

14. That you shall accommodate the huts getting out along the boundary of the plot demarcated by the staff of the City survey office.

15. That you shall get the plans approved for each building separately with due mention of the scheme of Rehabilitation of plot under D.C. Regulation No. 33(10) and with specific mention on plan of the rehabilitation building / tenements for slum dwellers and project affected persons that the same are for rehousing of slum dwellers and project affected persons. Tenements to be allotted to the PAP shall be hatched with due mention that they are for allotment of PAP nominated by the Slum Rehabilitation Authority.

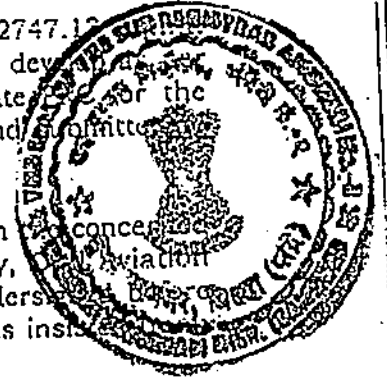
16. That you shall get the proposed D.P.Road area 2747.12 demarcated from D.P. Department and the same shall be developed as per MCGM specification and handed over to MCGM. Separate Road portion in the name of MCGM shall be obtained and submitted to this office.

17. That you shall submit the NOC's as applicable from concerned A.A.& C, H.E., Dy. Ch. Engg (SWD), CFO, Tree Authority, Aviation Authority, Reliance Energy Ltd., in the office of the undersigned requesting of Approval of plans or at a stage at which it is insisted by the concerned Executive Engineer (SRA).

18. That you shall submit the indemnity bond indemnifying the Slum Rehabilitation Authority and its officers against any damage or claim arising out of any sort of litigation with the slum dwellers or otherwise.

19. That you shall obtain the permission for construction of the temporary transit accommodation from the office of C.E.O.(S.R.A.) along with the phased development programme.

20. That you shall submit the Agreements with the photographs of wife and husband on the agreements with all the eligible slum dwellers before requesting for Commencement Certificate and the name of the wife of the eligible occupier of hut shall be incorporated with joint holder of the tenements to be allotted in rehabilitation building.



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21. That you as Architect / Developer / Society shall strictly observe that the work is carried out as per phased programme approved by the undersigned and you shall submit regularly quarterly progress report to the undersigned along with photographs with certificate that the progress is as per approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.

22. That the tenements proposed for rehabilitation and tenements proposed for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A.& C. of concerned ward to assess the property tax.

23. That you shall submit the statement of tenements No. allotted to the eligible slum families in the proposed rehabilitation building with Sr. No. in Annexure - II, etc. with the certification from the Architect and owner/developer at the stage of final allotment of the tenements in rehabilitation building for verification by the office of the CEO (SRA).

24. That the possession of the tenements and shops shall not be handed over to the eligible hutment dwellers before the society is registered and transit accommodation given is surrendered and all the dues to the M.C.G.M. has been cleared.

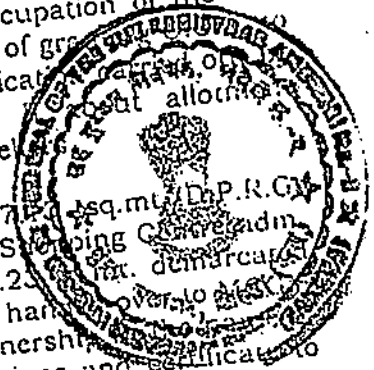
25. That this certificate from the concerned authority shall be obtained and submitted before requesting permission for occupation of the sale building whichever is earlier or within three months of grant of the rehabilitation building in the layout as regards verification of the concerned Authority who has issued Annexure at allotment of rehabilitation tenements to eligible certified slum dwellers.

26. That you shall get Set back adm. 2747 sq.mt./ D.P.R.C.M. Reservations adm. 1077.18 sq.mt./ Reservation of Shopping Centre adm. 516.23 sq.mt./ Reservation of Cinema adm. 1060.23 sq.mt. free of cost, free of encumbrances by changing ownership over to MCGM MCGM duly developed as per Municipal specifications and certificate to that effect shall be obtained and submitted.

27. That the lease agreement with land owning Authority shall be executed before asking for occupation permission.

28. That the rehabilitation component of scheme shall include.

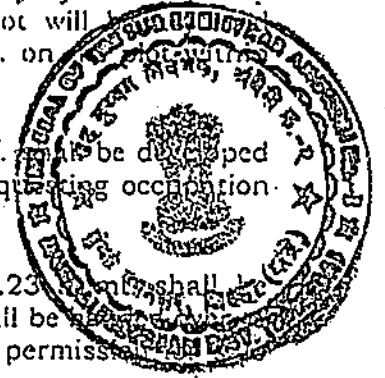
- 442 Nos. of Residential tenements.
- 010 Nos. of Commercial tenements.
- 003 Nos. of R/C Tenements
- 002 No. of Balwadi



*[Signature]*  
Dy. Ch. Engineer  
Slum Rehabilitation Authority

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29. That proportionate infrastructure development charges Rs. 560/- per sq. mt. and deposit (Rs.20,000/-per Rehabilitation tenement) in Rehabilitation Component shall be paid as per the modified D.C. Regulation and policy of Slum Rehabilitation Authority.
30. That the layout recreation ground adm.959.65 sq.mt. shall be duly developed before asking for occupation of sale building.
31. That the quality of Construction work of building shall be strictly monitored by concerned Architect / Site supervisor / Structural Engineer and report on quality of work carried out shall be submitted by Architect every three months with test result etc.
32. That separate P..R. Cards for road/ set back, actually implemented reservation pockets, net plot shall be obtained and submitted before asking for Occupation certificate..
33. That this Letter of Intent is issued on the basis of plot area certified by the Architect and other relevant documents. In the event of change of any of the above parameters, during actual site survey by D.I.L.R./ City Survey Office, than sale area consumed on the plot will be accordingly so as to keep total consumption of F.S.I. on 2.50.
34. That reservation of Cinema adm.1060.23 sq.mt. shall be developed as per specification given by concerned authority requesting occupation certificate of sale bldg.
35. That reservation of Shopping Centre adm,516.23 sq.mt shall be developed as per specification given by MCGM and shall be free of cost before requesting for occupation permission for bldg.
36. This Letter of Intent gives no right to avail of extra F.S.I. granted under D.C. Regulation 33(10) upon land, which is not your property.
37. That the Arithmetical error if any revealed at any time shall be corrected on either side.
38. That this letter of intent shall be deemed to be cancelled in case any of the documents submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.
39. A separate LOI for S.R. Scheme of Shivshakti Nagar CHS Ltd., at Kandivali (W), as per the clubbing scheme approved is issued under number SRA/Eng/107/RS/ML/LOI dtd. 17 MAR 2006



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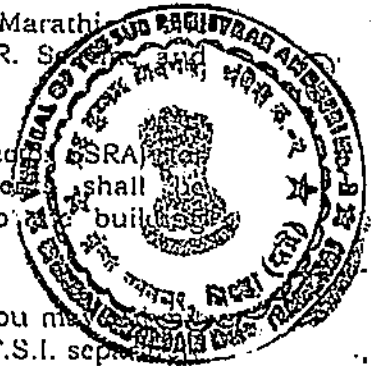




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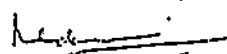
above for display of Annexure - II is not followed, the responsibility of the same shall be of the concerned developer / C.H.S. and in that case they will be liable for suitable action. One hard copy of the Annexure - II and one soft copy in CD Rom shall be handed over to Dy. Collector (SRA)'s office by the Co-operative Housing Society / developer before display of Annexure - II on site.

- b) Any slum dweller held not eligible by the authority or wishing any change should make application to the competent authority with supporting documents within one month of issue of this letter failure to which no claim of whatsoever nature be entertained.
- c) That you shall give wide publicity in one Marathi and English news paper for the approval of S. R. S. and paper cutting shall be submitted to this office.
- d) The certificate from office of the Dy. Collector shall be submitted before requesting for approval to the building plans.



If you are agreeable to all these above conditions, you may submit your proposal for approval of plans, consuming full sanctioned F.S.I. separately for each building, in conformity with the D. C. Regulation No.33 (10), in the office of the undersigned.

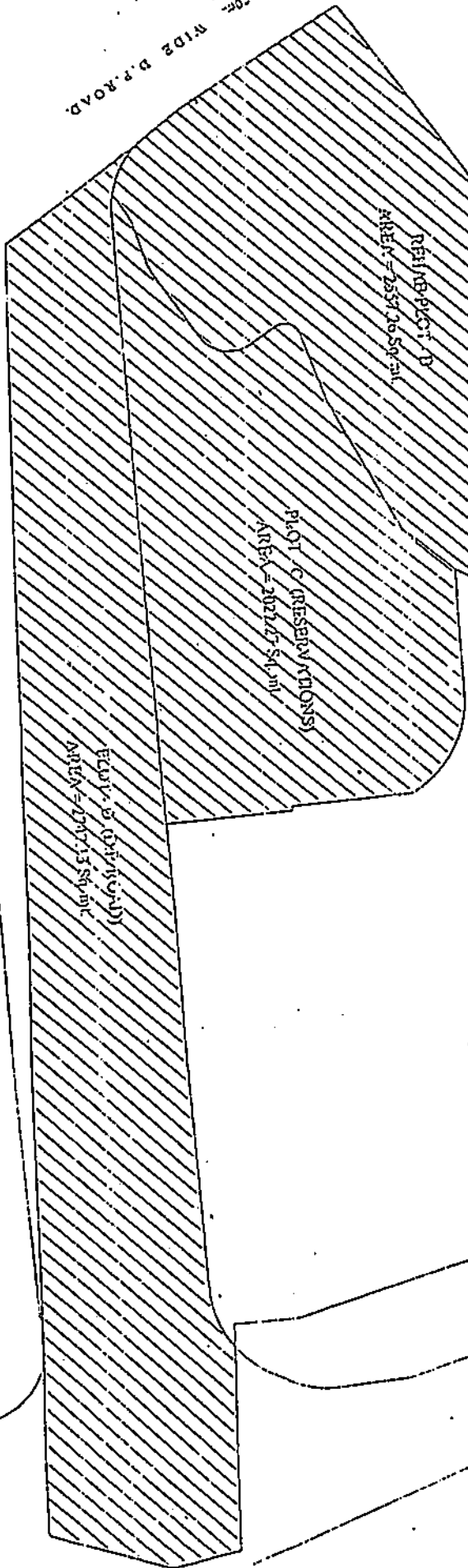
Yours faithfully,

  
17/3/06  
Dy. Chief Engineer  
Slum Rehabilitation Authority.

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Annexure "D"

12.50m WIDE D.P. ROAD



RESUBJECT D  
AREA = 2537.26 Sq.m

PLOT C (RESERVATION)  
AREA = 3022.27 Sq.m

REAR D (PARKING)  
AREA = 1707.13 Sq.m

SALE PLOT - A  
AREA = 1973.09 Sq. m.



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PROPOSED BLOCKPLAN ON PLOT BEARING C.T.S. NO. 195 (PT), S.NO. 106 AT  
D.N. NAGAR ANDHERI (W) MUMBAI.

SLUM REHABILITATION AUTHORITY

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

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

14 AUG 2007

No. SRA / ENG / 1.758 / KV / MHL / AP.....

To,

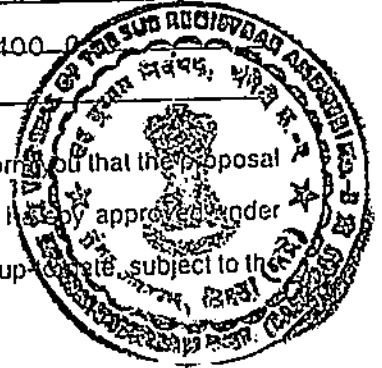
✓ M/s. Ruchita Developers

5/6, Geeta Building Shivram Soc, D. D. Road Mulund (W), Mum - 400-080.

With reference to your Notice, letter No. 5446 dated 30/08/2006 and delivered on 30/08/2006 and the plans, Sections, Specifications and Description and further particulars and details of your building at C.T.S. No. 195 (pt) Of Village Andheri, Sale

N Dutta Marg, D. N. Nagar Andheri (W), Mumbai - 400 0 FOR SHIV NAGAR C.H.S. Ltd.

furnished to me under your letter, dated 30/08/2006 I have to inform you that the proposal of construction of the building or work proposed to be erected or executed is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up to date, subject to the following conditions :



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

- A.1) That the Commencement Certificate us/. 44/69 (1) of the MR & TP Act, Shall be obtained before starting the proposed work.
- A.2) That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the 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)
- A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D.C. Regulation 5(3) (ix) shall be submitted by him.
- A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before C.C.

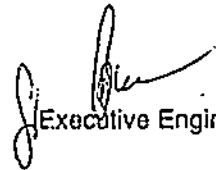
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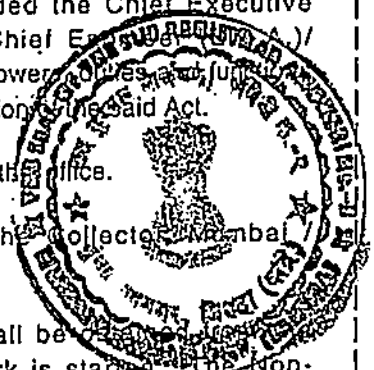
Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the 11 3 (Nov) of '07 200 but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the time in force.

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

  
Executive Engineer, (S.R.A.)

### SPECIAL INSTRUCTIONS

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

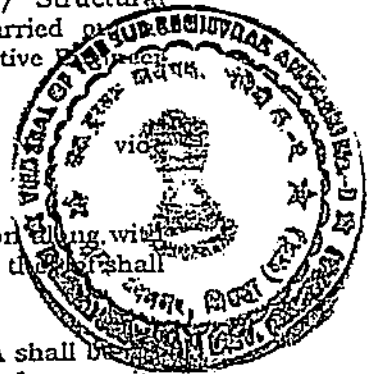


Attention is drawn to the notes Accompanying this Intimation of Approval.

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14 AUG 2007

5. That the minimum plinth height shall be 30.00 cm. above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60.00 cm. above the high plinth level.
6. That the low lying plot shall be filled up to a reduced level of at least 92 T. H. D. or 6' above adjoining road level whichever is higher with murum, earth, builders etc. and shall be leveled, rolled consolidated and sloped towards road.
7. That the regular/Sanctioned/proposed lines and reservation shall be got demarcated at site through A.E. Survey/E.E. (T & C) / E.E. (D.P.) of M.C.G.M. / D.I.L.R. before applying for C.C.
8. That the drainage layout shall be submitted & got approved and the drainage work shall be executed in accordance with the requirements of the M.C.G.M.
9. That the certified true copy of the agreement with the photographs of the eligible slum dwellers or general body resolution of registered society shall be submitted before C.C.
10. That the existing structure proposed to be demolished shall be demolished with necessary phase program with agreement of affected slum dwellers shall be submitted and got approval before C.C.
11. That the registered site supervisor through Architects / Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architects / Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).
12. That the requisite premiums / deposits as per circular SRA/1372/dated 25.11.1997 shall be paid before C.C.
13. That the true copy of the revised sanctioned layout / subdivision along with the T & C there of shall be submitted before CC and compliance thereof shall be done before submission of BCC.
14. That the fresh lease agreement under SRA scheme with MHADA shall be executed before asking for CC for sale building or sale wing of composite bldg. and the copy shall be submitted to this office.
15. That the conditions of Letter of Intent shall be complied with before C. C.
16. That no construction work shall be allowed to start on the site unless labour insurance is taken act for concerned labours to cover the compensation and compliance of same shall be intimated by Architect/Developer.
17. That the Registered Undertaking and additional copy of plan shall be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate shall be obtained from Astt. M.C. of M.C.G.M. and that the ownership of the setback land shall be transferred in the name of M.C.G.M. before C.C.



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That the Indemnity bond indemnifying the CEO (SRA) and his staff for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance shall be submitted before C.C. / starting the work.

19. That the Registration Undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall be submitted before C.C.

20. That the N.O.C. from C.F.O. of M.C.G.M. shall be submitted.

21. That the N.O.C. from P.C.O. K / W Ward shall be submitted.

22. That the N.O.C. from .E.E. (T & C) of M.C.G.M. shall be submitted.

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

1. That NOC from Civil Aviation Department shall be for obtained for the proposed height of the building.

2. That a plan showing the dimensions of the plinth and the available open space certified by the Architect shall be submitted and the same shall be got checked from the sub Engineer (SRA).

3. That the stability certificate for work carried out up to plinth level shall be submitted from the Lic. Structural Engineer.

4. That the quality of construction work of Bldg. shall be strictly monitored by concerned Architect, Site Supervisor, Structural engineer and periodical report, stage wise on quality of work carried out shall be submitted Architect with test result.

C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.

1. That the some of drains shall be laid internally laid with C. I. Pipes.

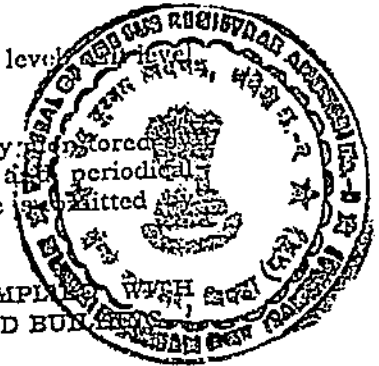
2. That the specifications for Layout Access/D.P. Road /Setback land shall be obtained from EE (Road Construction) & EE (SWD) and or access/setback road shall be constructed in WEM/before starting the construction work. Further the access and setback land shall be developed accordingly including providing street lights and SWD. The Completion certificate shall be obtained from EE (RC) / EE (SWD) before submitting building completion certificate.

3. That the dustbin shall be provided as per requirement of this office.

4. That carriage entrance shall be provided before starting the work.

5. That the surface drainage arrangement shall be provided in construction with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate / B.C.C.

6. That the requirements from the M.T.N.L. and Reliance Energy shall be obtained and complied with before asking occupation permission.



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14 AUG 2007


7. That the Architect shall submit the debris removal certificate before requesting for occupation permission.
8. That 10'-0" wide paved pathway up to staircase shall be provided.
9. That surrounding open spaces, parking spaces and terrace shall be kept open & un built upon & shall be leveled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
10. That the name plate/board showing plot No., Name of the Bldg. etc. shall be displayed at a prominent place.
11. That the completion certificate of E.E.T.C. & E.E. (SWD) shall be obtained & submitted before applying for Occupation / B.C.C.
12. That the N.O.C. from Inspector of Lifts, PWD, Maharashtra shall be obtained and submitted to this office.
13. That the drainage completion Certificate from E.E. (S.P.) (P & D) for sewerage layout shall be submitted.
14. All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale/composite building.
15. That stability certificate from structural Engineer in prescribed proforma 'D' along with the final plan mounted on canvas shall be submitted.
16. The Building Completion Certificate in prescribed proforma certificate carried out as per specification shall be submitted.
17. That the single P. R. Cards for the sub-plot shall be submitted.
18. That the layout R.G. shall be developed as per DC Regulation 1991 and certificate to that effect shall be submitted.
19. That N.O.C. from the A.A. & C K/W Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
20. That extra water and sewerage charges shall be paid to AEWV K/W ward M.C.G.M. before C.C.
21. That the D.P. Reservation of R.G. admeasuring 1077- 18 Sq. Mt. /D.P. Road /Setback admeasuring 2743.13 Sq. Mt shall be handed over as per Municipal Specification & transferred in the name of M.C.G.M. a certificate to that office shall be submitted from concerned authority.
22. That the reservation of Municipal Shopping Centre admeasuring 516.23 Sq. Mt. & reservation of Cinema admeasuring 1060.23 Sq. Mt. shall be handed over as per Municipal specification & transferred in name of M.C.G.M.
23. That the Completion Certificate from CFO.
24. That the provision for Rainwater harvesting as per the design prepared by the approved consultant in the field shall be made before asking occupation of sale building & Tube well shall be made.



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

1. That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component.
2. That no occupation permission of any of the Sale Wing / Sale building / sale area shall be considered until occupation certificate for equivalent rehabilitation area is granted.
3. That office of CEO (SRA) reserves right to add or amend or delete some of the above mentioned conditions if required, during execution of slum redevelopment scheme.

  
Executive Engineer - III  
Slum Rehabilitation Authority



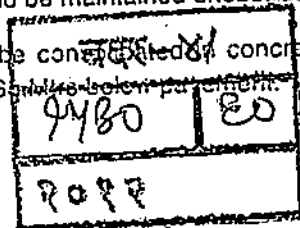
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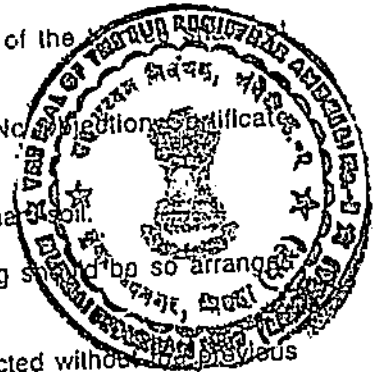
14 AUG 2007

## NOTES

- (1) The work should not be started unless objections A1-A22 are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted 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 is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards of M.C.G.M. atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be deposited to be stored in front of the property. The scaffoldings, bricks, metal, sand, prepared debris etc. should not be deposited over footpaths or public street by the owner/architect/contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of above said conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from LSE.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer (SRA) concerned and acknowledgement obtained from him regarding correctness of the open spaces dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division/Amalgamation under No. \_\_\_\_\_ should be adhered to and complied with.
- (13) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex. Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned. Ex-Engineer of M.C.G.M. including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be covered with concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq. metres below pavement.

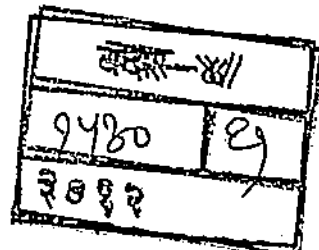


- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer [SRA] is satisfied with the following :
- (i) Specific plans in respect of evicting or rehusing the existing tenants on your plot stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail for the alternative accomodation in the proposed structure.
  - (iii) Plans showing the phase programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The bottom of the over head storage work above the finished level of the ground should be more than 1 metre.
- (23) The work should not be started above first floor level unless the No Objection Certificate is obtained from the Civil Aviation Authorities, where necessary, is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) The positions of the naharis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (26) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plain glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.



*[Signature]*  
Executive Engineers, (S.R.A.) III

4 AUG 2007



# SLUM REHABILITATION AUTHORITY

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

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

No. SRA/ENG/1758/KW/MHL/AP.  
COMMENCEMENT CERTIFICATE

307

To,

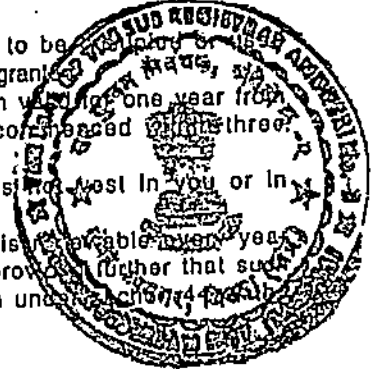
M/s. Ruchita Developers,  
5/6, Geeta Bldg, D. D. Road, Mulund (W).

Sir,

With reference to your application No. 5446 dated 30/08/2006 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. \_\_\_\_\_ C.T.S. No. 195 (pt) of village \*मुंबई Andheri T. P. S. No. \_\_\_\_\_ ward K/II situated at N. Dudda Marg, Andheri (W).

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned In LOI U/R No. SRA/ENG/408/KW/MHL/LOI dt. 17/03/2006.  
IOA U/R No. SRA/ENG/1758/KW/MHL/AP dt. 14/08/2007  
and on following conditions.

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



The C.E.O. (SRA) has appointed Shri A. T. Deshmukh

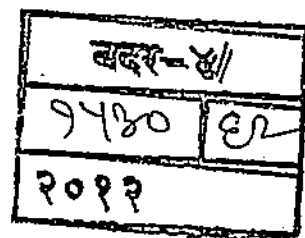
Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to Plinth Level For Sale Bldg Only.

For and on behalf of Local Authority  
The Slum Rehabilitation Authority

M. S. Muly  
Executive Engineer (SRA) III  
FOR

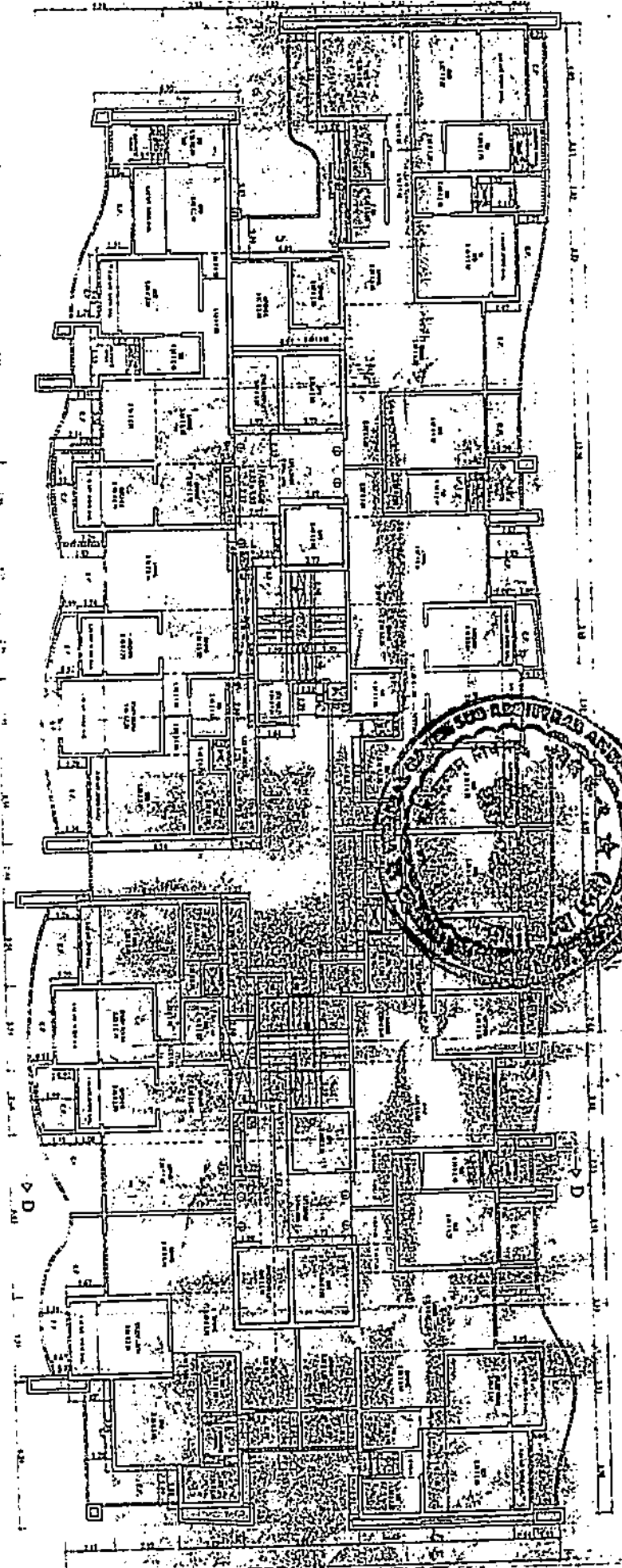
CHIEF EXECUTIVE OFFICER  
(SLUM REHABILITATION AUTHORITY)



TYPICAL FLOOR PLAN (WING-C, & D) (2nd, 3rd, 13th & 14TH FLS.)  
SCALE: 1/8" = 1'-0"

WING - D

WING - C



11/20/87  
2087

STATE OF ARIZONA  
 OFFICE OF THE ARCHITECT  
 ARCHITECTURAL CONSULTANTS  
 1111 N. CENTRAL AVENUE, SUITE 100  
 PHOENIX, ARIZONA 85004  
 PHONE: 254-2222  
 FAX: 254-2222

APPROVED FOR CONSTRUCTION  
 DATE: 11/20/87  
 BY: [Signature]

EXHIBIT 11/20/87  
 STATE OF ARIZONA  
 ARCHITECTURAL CONSULTANTS

ANNEXURE "C"

1. Copy of Memorandum of Understanding dated 25.10.1994 executed between Shiv Nagar Co-operative Housing Society (Proposed) and Ruchita Developers.
2. Copy of Power of Attorney dated 31.10.1994 executed by Shiv Nagar Co-operative Housing Society (Proposed) in favour of Mr. Kiran Hemani & Meena K. Hemani.
3. Copy of registered Agreement for Grant of Development Rights dated 27.06.2005 executed between Ruchita Developers and Keystone Realtors Private Limited.
4. Copy of registered Power of Attorney executed by Mr. Kiran Hemani & Meena K. Hemani in favour of Mr. Boman R. Irani and Mr. Percy S. Chowdhry.
5. Copy of registered Supplemental Agreement dated 14.04.2011 executed between Ruchita Developers and Keystone Realtors Private Limited.



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१५४०	४४
२०१२	

Annexure "H"

(REGISTERED LETTERS AT RESIDENCE ONLY)

**OM PRAKASH SHUKLA**  
B.A., LL.B.

O. S. Regn. No. 1348

S.E.O., ADVOCATE HIGH COURT

12-A, Matrukripa, 1st Flr., Jn. of Pt. Solicitor Road & Gaushala Lane, Malad (East), Mumbai - 400 097.  
Tel.: 2883 6145, 2888 1038 • Fax : 2267 1746, 2267 1687

Resi.: Bungalow No. 6, Shivalik Tower, Near HDFC Bank, 90 Feet Road, Thakur Complex, Kandivali (E), Mumbai - 400 131  
Tel.: 2870 1728

Ref. No. ....

Date: .....

By Regd. A. D. / U.C.P. / Hand Delivery

To,

- 1) Keystone Realtors Private Limited.,  
702, Natraj, M.V. Road Junction,  
Western Express Highway,  
Andheri (East),  
Mumbai - 400069.
- 2) M/s. Ruchita Developers,  
5/6, Geeta Building,  
Shivram Society,  
Devi Dayal Road,  
Mulund (West),  
Mumbai-400080.



**TITLE CERTIFICATE**

Re: All that piece or parcel of land or ground situate, lying and being at N. Dutta Marg, D.N. Nagar, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District bearing CTS No. 195 (pt.) admeasuring 12299.75 square metres, as per Letter of Intent issued by SRA bearing No. SRA/Eng/408/KW/MH/LOI dated 17.03.06 and more particularly described in the schedule mentioned herein under (said Property)

At the instance of my clients M/s. Keystone Realtors Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai-400069. and M/s. Ruchita Developers, a Proprietary concern having its office at 5/6, Geeta Building, Shivram Society, Devi Dayal Road, Mulund (West), Mumbai-400080., I have investigated the title of my clients in respect of said Property and accordingly have gone through the original documents such as:

title of my clients in	
बदल-४/	
१५४०	२५
२०१२	

(REGISTERED LETTERS AT RESIDENCE ONLY)

**OM PRAKASH SHUKLA**

B.A., LL.B.

S.E.O., ADVOCATE HIGH COURT

O. S. Regn. No. 1348

12-A, Matrukripa, 1st Flr., Jn. of Pt. Solicitor Road & Gaushala Lane, Malad (East), Mumbai - 400 097  
Tel.: 2883 6145, 2888 1038 • Fort. ☎ 2267 1746, 2267 1687

Resi.: Bungalow No. 6, Shivalik Tower, Near HDFC Bank, 50 Feet Road, Thakur Complex, Kandivali (E), Mumbai - 400 101  
Tel.: 2370 1729

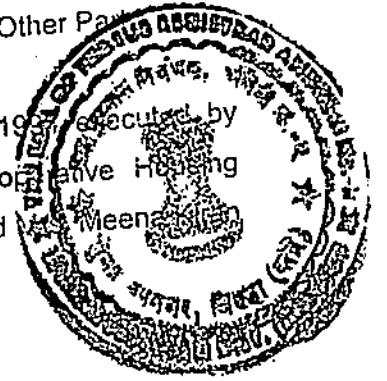
Date .....

Ref. No.....

By Regd. A. D. / U.C.P. / Hand Delivery

-2-

- a. Memorandum of Understanding dated 25.10.1994 made between Shiv Nagar Co-operative Housing Society (Proposed) as society of the One Part and M/s Ruchita Developers as Developers of the Other Part
- b. Irrevocable General Power of Attorney dated 31.10.1994 executed by Managing Committee Members of Shiv Nagar Co-operative Housing Society (Proposed) in favour of Mr. Kiran H. Hemani and Hemani.
- c. Property Register Card in respect of the said Property.
- d. No Objection Certificate from MHADA dated 05.06.1996 in respect of development of the said Property.
- e. No Objection Certificate from MHADA dated 26.12.2005 in respect of the said Property.
- f. Revised Letter of Intent under No. SRA/Eng/408/KW/MH/LOI dated 17.03.2006 issued by Deputy Chief Engineer, Slum Rehabilitation Authority in respect of the said Property.
- g. Agreement for grant of Development Rights dated 27.06.2005 executed between M/s. Ruchita Developers and Keystone Realtors Private Limited.
- h. Power of Attorney dated 21. 07. 2005 executed by Mr. Kiran H. Hemani and Mrs. Meena Kiran Hemani in favour of Mr. Boman R. Irani and Mr. Percy S. Chowdhry.
- i. Supplemental Agreement dated 14. 04. 2011 executed between M/s. Ruchita Developers and Keystone Realtors Private Limited.



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(REGISTERED LETTERS AT RESIDENCE ONLY)

**OM PRAKASH SHUKLA**

B.A., LL.B.

S.E.O., ADVOCATE HIGH COURT

O. S. Regn. No. 1348

12-A, Matrukripa, 1st Flr., Jn. of Pt. Solicitor Road & Gaushala Lane, Malad (East), Mumbai - 400 097.  
Tel.: 2883 6145, 2888 1038 • Fort : ☎ 2267 1746, 2267 1687

Resl.: Bungalow No. 6, Shivalik Tower, Near HDFC Bank, 90 Feet Road, Thakur Complex, Kandivati (E), Mumbai - 400 101  
Tel.: 2870 1723

Ref. No. ....

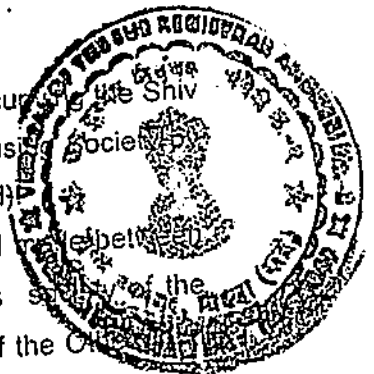
Date .....

By Regd. A. D. / U.C.F. / Hand Delivery

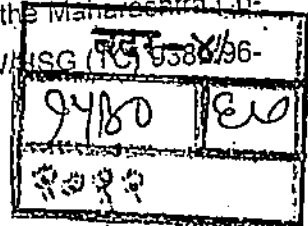
-3-

And from the above papers I found that:

1. There were 457 (Four Hundred Fifty-Seven) Nos. of Hutment Dwellers on the property being CT:3 No. 195 (Part) admeasuring 11484.36 square metres situated at N. Dutta Marg, D.N. Nagar, Andheri (West), Taluka Andheri hereinafter referred to as "the Shiv Nagar Property".
2. The 457 (Four Hundred Fifty-Seven) hutment Dwellers occurring on the said Shiv Nagar Property have decided to form a Co-operative Housing Society (Proposed) name Shiv Nagar Co-operative Housing Society (Proposed).
3. By Memorandum of Understanding dated 25.10.1994 and Shiv Nagar Co-operative Housing Society (Proposed) as One Part and M/s. Ruchita Developers as Developers of the said Property the said Society appointed the said Ruchita Developers as the Developers with obligation to construct tenements (inclusive of Residential and Commercial) each having 225 square feet carpet area for eligible Slum dwellers whose names appeared in the Voters List of January, 1995 (hereinafter referred to as "Slum Rehabilitation Component") and to develop and dispose of the balance FSI which may be available on the said Property with FSI up to 2.5 by constructing the building for free sale in the open market (hereinafter referred to as "Free Sale Component") on the terms and conditions therein contained. (Hereinafter referred to as "the said Agreement for Development with the said Society").
4. The Shiv Nagar Co-operative Housing Society (Proposed) has executed a Power of Attorney dated 31.10.1994 in favour of Mr. Kiran H. Hemani and Mrs. Meena K. Hemani, to do and carry out various acts, deeds, matters and things for and on behalf of the said Society in respect of development of the said Property.
5. The Members of Shiv Nagar Co-operative Housing Society (Proposed) have incorporated a society known as Andheri (W) Shiv Nagar Co-operative Housing Society Limited registered under the Maharashtra Co-operative Societies Act, 1960 under No. BOM(W)/K-W/HS/SG (TC) 5380/96-



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(REGISTERED LETTERS AT RESIDENCE ONLY)

**OM PRAKASH SHUKLA**

B.A., LL.B.

O. S. Regn. No. 1348

S.E.O., ADVOCATE HIGH COURT

12-A, Matrukripa, 1st Flr., Jn. of Pt. Solicitor Road & Gaushala Lane, Malad (East), Mumbai - 400 097.  
Tel.: 2883 6145, 2883 1038 • Fax : 2267 1746, 2267 1687

Resi.: Bungalow No. 6, Shivalik Tower, Near HDFC Bank, 90 Feet Road, Thakur Complex, Kandivali (E), Mumbai - 400 101  
Tel.: 2870 1728

Date .....

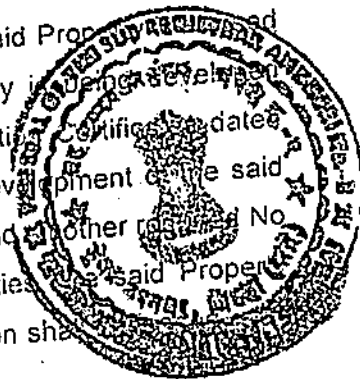
Ref. No.....

By Regd. S.D. / U.C.P. / Hand Delivery

-4-

97 dated 20.08.1996 and having its office at Shiv Nagar, N. Dulta Marg, D.N. Nagar, Andheri (W), Mumbai - 400 053 (hereinafter referred to as "Shiv Nagar Society").

6. MHADA issued its revised No Objection Certificate dated 26.12.2005 in respect of the said Property whereby area of the said Property is being developed to 12299.75 sq. mtrs. and now the said Property is being developed pursuant to the terms and conditions of No Objection Certificate dated 05.06.1996 and 26.12.2005 and accordingly on development of the said Property and on obtaining Occupation Certificate and other required No Objection Certificate's from all concerned authorities for the said Property along with the buildings to be constructed thereon shall be done per SRA policy.



7. The part MHADA land on which the rehabilitation component of SR Scheme will be constructed shall be leased to the Co-operative Housing Society of the slumdwellers on 30 (thirty) years lease at the lease rent of Rs. 1001 (Rupees One Thousand One only) for 4000 (Four thousand) sq. mtrs. of land or part thereof and renewable for a further period of 30 (thirty) years. The same conditions shall prevail for the land under the free sale component and the land shall be leased directly to the Society/ Association of the purchasers in the free sale component and not through the society of slumdwellers and pending the formation of the Society / Association of the purchasers the same shall be leased to the Developer.

8. The Slum Rehabilitation Authority (SRA) under Development Control Regulations 33 (10) Appendix IV of Development Control Regulation, 1991 and under additional guidelines of Brihanmumbai Mahanagar Palika has originally granted permission for Slum Redevelopment Scheme on the said Property issued Letter of Intent under No. SRA/Eng/408/KW/MH/LOI dated 30.08.1999 for 2.5 FSI for Slum Rehabilitation Component and Free Sale Component.

9. SRA has subsequently issued a revised Letter of Intent bearing No. SRA/Eng/408/KW/MH/LOI dated 30.08.1999 restricting the consumption

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(REGISTERED LETTERS AT RESIDENCE ONLY)

OM PRAKASH SHUKLA  
B.A., LL.B.

O. S. Regn. No. 1348

S.E.O., ADVOCATE HIGH COURT

12-A, Matrukripa, 1st Flr., Jn. of Pt. Solicitor Road & Gaushala Lane, Malad (East), Mumbai - 400 097  
Tel.: 2883 6145, 2888 1036 • Fort : 2267 1746, 2267 1687

Resi.: Bungalow No. 6, Shivalik Tower, Near HDFC Bank, 90 Feet Road, Thakur Complex, Kandivali (E), Mumbai - 400 101  
Tel: 2870 1728

Date .....

Ref. No.....

By Regd. J. D. / U.C.P. / Hand Delivery

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of FSI up to 1 instead of 2.5 FSI as the said project was claimed to be affected by Coastal Regulation Zone (CRZ).

10. M/s. Ruchita Developers made a representation to the Government of India, Ministry of Environment & Forest (MOEF) that the said Property is beyond the purview of the CRZ norms. Therefore, the Government of India, MOEF under its letter No.11-30/2004-IA.III dated 15.05.2005 accorded clearance to the said Property as "Non-CRZ".

11. Accordingly the SRA having their office at 5<sup>th</sup> Floor, G. K. Phule, Bandra (East), Mumbai - 400 051 issued revised Letter of Intent dated 17.03.2005 whereby area of the said Property is revised to 27439.37 sq. mtrs. The total FSI available for construction on the said Property is 27439.37 square meters out of which (i) 10735 square meters (FSI) will be utilized for Slum Rehabilitation Component rehabilitating 457 eligible members of the said Society (ii) the 16704.37 square meters FSI for Free Sale Component is available for construction of building or buildings on the portion of the said Property for sale of flats and other premises on ownership basis which shall be constructed by my clients vide Agreement for Grant of Development Rights entered into at Mumbai on 27.06.2005 between M/s. Ruchita Developers and Keystone Realtors Private Limited, which is duly registered vide serial No. BDR-4-06114-2005 dated 28.06.2005.

12. A Paper Notice was published in two leading news papers, one in English daily Newspaper known as "Free Press Journal" and other in Marathi daily Newspaper known as "Navshakti" both dated 17.08.2005 in respect of the said Property. At that time I had not received any objection and or claim from any member of the public.

13. At the instance of my client's, once again a Paper Notice was published in two leading Newspapers, one in English daily newspaper known as "Free Press Journal" and other in Marathi daily Newspaper known as

चक्र-४/	
१५७०	६६
२०१३	

(REGISTERED LETTERS AT RESIDENCE ONLY)

**OM PRAKASH SHUKLA**

B.A., LL.B.

O. S. Regn. No. 1348

S.E.O., ADVOCATE HIGH COURT

12-A, Matrukripa, 1st Flr., Jn. of Pt. Solicitor Road & Gaushala Lane, Malad (East), Mumbai - 400 097.  
Tel.: 2883 6145, 2388 1038 • Fort : 2267 1746, 2267 1687

Resi.: Bungalow No. 6, Shivalik Tower, Near HDFC Bank, 90 Feet Road, Thakur Complex, Kandivali (E), Mumbai - 400 101  
Tel.: 2870 1728

Date : .....

Ref. No.....

By Regd. A. D. / U.C.P. / Hand Delivery

-6-

"Navshakti" both dated 12.02.2010. I had not received any objection and or claim from any member of the public.

14. Based on the aforesaid in my view the title of my clients is marketable and as such my clients are absolutely entitled to develop the said Property on the basis of Agreement for Grant of Development Rights entered into at Mumbai on 27.06.2005 between M/s. Pashita Developers and Keystone Realtors Private Limited, which is duly registered vide serial No. BDR-4-06114-2005 dated 28 .06.2005.



THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground situate, lying and being at N. Dulla Marg, D.N. Nagar, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District bearing CTS No.195 (pt.) admeasuring 12299.75 square metres as per LOI issued by SRA bearing No. SRA/Eng/408/KW/MH/LOI dated 17.03.06.

Dated this 25<sup>th</sup> day of May 2011.

*Om Prakash Shukla*  
OM PRAKASH SHUKLA  
ADVOCATE HIGH COURT

बदर-४/	
१५००	१०
२०१२	

जाल-मालेच्या रजिस्टर कार्डातील उतारा  
 आस्था-अवेर, वि।हा-अवेर उद्योग, मुंबई.

दि. १९९९	उपलब्ध कोरड मिटर	पुणे: २६४४	उत्पादन माहितीचा तपसाचा तपसा कोरड मिटर व पो. कोरड मिटरावधीसाठी
	७८०६०-० -२८६३-७ ७५५ ६३-३ -३७६-६ ७४५८६-८ -६६-६	१११	

२४ १९ गरीब बाण धातूच्या नार-१२२८ ६५५ पाठक पाठक १ को वरत उतारा धातूचा तो वरतः  
 जाल-मालेच्या रजिस्टर कार्डातील उतारा

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उत्पादन	
उत्पादन	



क्र.सं.	व्यक्ती	संख्या	विवरण	दि. १९९९	विवरण
२८१५	मा. उप विभागीय अधिकारी मुंबई उपनगर यांचे	१	आदेश क्र. ए.ए. २२८ जी सि. १४९ दि. ५/४/७२	१९९९	विवरण
२८१६	मा. उप विभागीय अधिकारी मुंबई उपनगर यांचे	१	आदेश क्र. ए.ए. २२८ जी सि. १४९ दि. ५/४/७२	१९९९	विवरण
२८१७	मा. उप विभागीय अधिकारी मुंबई उपनगर यांचे	१	आदेश क्र. ए.ए. २२८ जी सि. १४९ दि. ५/४/७२	१९९९	विवरण

१५८०-७  
२०१२

**आल-मलेक्या रजिस्टर खातील उतावा**

आलय: भदोरा, विद्या-दुर्गे देवनाग, गुर्जे.

दिनांक १९५५	उपनाम : वीर्य विद्या	उतावा नंदा	प्राचारा भाउदेवा मान्याया लपवा लेखला लपविण ए तो फेरा वदवपवाथा
	५८०६०-० -२५६३-५ ५५५ ६६-३ -३५६-६ ५४५६६-५ -६६-६	५५५	-

वसिवाथे लप ५४ ६६२-५

५५ १३ नदें धाव धावकाव नदें-५५५ नदें नदें नदें ? तो पंथेक लपव लपव तो पंथेक.:

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वसिवाथे	वसिवाथे	वसिवाथे	वसिवाथे	वसिवाथे
५	५	५	५	५
१९५५	मा. उपविभागीय अधिकाारी सुभाई उपनगर यांचा आदेश ५५ नं. १५५/५५ दि. १५/५५. दि. ५/५/५५	५५५५५	वसिवाथे नदें नदें नदें (५) नदें नदें नदें (५)	वसिवाथे
१९५५	मा. उपविभागीय अधिकाारी सुभाई उपनगर यांचे आदेश नदें नदें नदें/ ला. ५/५/५५ नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें	५५५५५	वसिवाथे नदें नदें नदें (५) नदें नदें नदें (५)	वसिवाथे
१९५५	मा. उपविभागीय अधिकाारी सुभाई उपनगर यांचे आदेश नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें	५५५५५	वसिवाथे नदें नदें नदें (५) नदें नदें नदें (५)	वसिवाथे
१९५५	मा. उपविभागीय अधिकाारी सुभाई उपनगर यांचा आदेश ५५ नं. १५५/५५ ला. ५/५/५५ नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें नदें	५५५५५	वसिवाथे नदें नदें नदें (५) नदें नदें नदें (५)	वसिवाथे

नदें-५/५  
१५/५५ ५५  
२०१२

20/1/03 मा. उप विभागीय अधिकारी मुं. उप मुंबई यांचा ओपरा क. एम्. एम्. डी. वि. 9384 ता. 418/02 अखत्ये सुधारित विधेती न्यायाची नोंद केली. क्षेत्र 9399-पो. नि. सारा 5 न. अ. अ. 8/1/03  
 ता. 9/1/09 पासून.

20/2/02 मा. उप विभागीय अधिकारी मुं. अ. मुंबई यांचा ओपरा क. एम्. एम्. डी. वि. 9399 ता. 418/02 अखत्ये सुधारित विधेती न्यायाची नोंद केली. क्षेत्र 9208-पो. नि. सारा 6. 900-90 न. अ. अ. 8/1/02  
 ता. 9-5-09 पासून.

20/2/03 मा. उप विभागीय अधिकारी मुं. उप मुंबई यांचा ओपरा क. एम्. एम्. डी. वि. 9385 ता. 418/02 अखत्ये सुधारित विधेती न्यायाची नोंद केली. क्षेत्र 9223-पो. नि. सारा 6. 902-20 न. अ. अ. 8/1/03  
 ता. 9-5-09 पासून.

20/2/03 मा. उप विभागीय अधिकारी मुं. उप मुंबई यांचा ओपरा क. एम्. एम्. डी. वि. 9385 ता. 418/02 अखत्ये सुधारित विधेती न्यायाची नोंद केली. क्षेत्र 9223-पो. नि. सारा 6. 902-20 न. अ. अ. 8/1/03  
 ता. 9-5-09 पासून.

21/03 मा. उप विभागीय अधिकारी मुं. उप नगर मुंबई यांचा ओपरा क. एम्. एम्. डी. वि. 9388 अखत्ये सुधारित विधेती न्यायाची नोंद केली. क्षेत्र 21-128-पो. नि. सारा 6. 26 न. अ. अ. 8/1/03  
 ता. 9-3-02 पासून.

20/2/03 मा. उप विभागीय अधिकारी मुं. उप मुंबई यांचा ओपरा क. एम्. एम्. डी. वि. 9388 अखत्ये सुधारित विधेती न्यायाची नोंद केली. क्षेत्र 3082-3 सारा 6. 480. ता. 9/1/09 पासून. न. अ. अ. 8/1/03

9/9/0 मा. उप विभागीय अधिकारी मुंबई उपनगर मुंबई यांचे वरिष्ठ ओपरा क. LN 01 9388 दि. 01/1/03

29/10/09 मा. ज. अ. अ. क. 4 संचे कॅबिनेट ओपरा क. न. अ. अ. / न. अ. क. 924/09 ता. 30/10/09 अखत्ये ज. अ. अ. 924/09 क्षेत्र 2023-6 न्यायाची नोंद केली. क्षेत्र 2023-6 ता. 30/10/09 पासून. ज. अ. अ. 8/1/09

29/10/09 ज. अ. अ. क. मुं. कॅबिनेट क. 3040/2132/08 ये लिखा दिड ज. अ. अ. क. 8 मुंबई यांचा ओपरा क. अर्थी ज. अ. क. 924/09 दि. 90-90-09 अखत्ये 24933-11-पो. नि. सारा 6. 480 लेखने नोंद घ्यावी केली.



बदर-8/  
 9480 113  
 2012



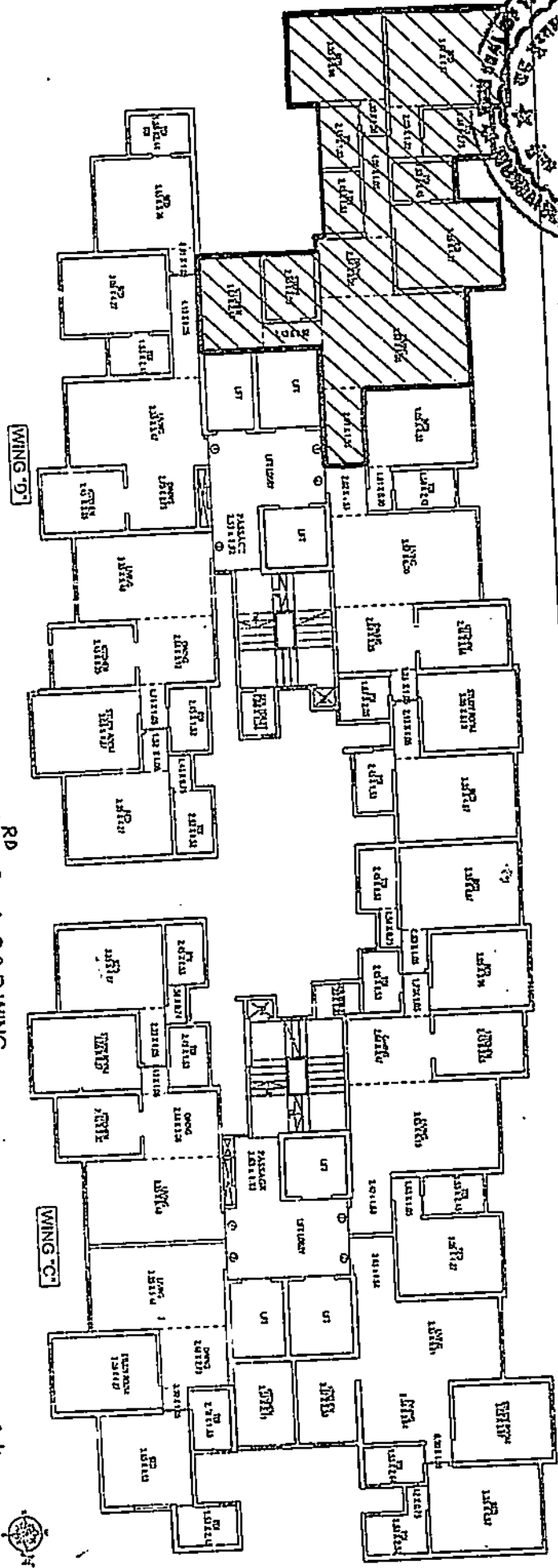




*Lawyer*

TYPICAL FLOOR PLAN (WING-C, & D) (G/F) (2ND, 5TH & 7TH - 14TH FLS)

FLAT No. 301 on 3<sup>RD</sup> floor in C & D WING



*BT*

*Ramabramy*

*Sange*

*Sof*

*17/10/11*

ANNEXURE-1

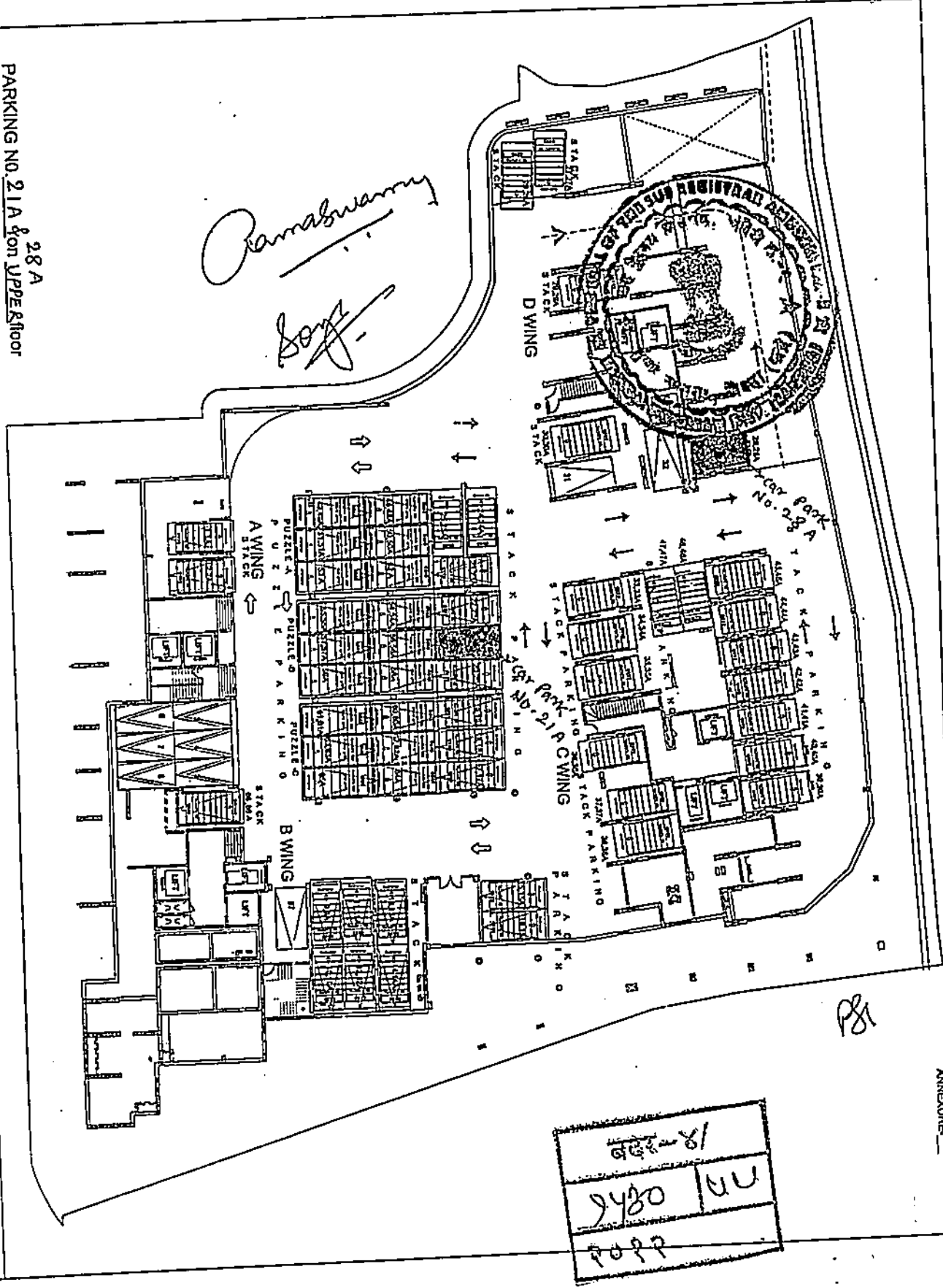
ಬದರ-81
94/80 108
2082

18/10/11  
X  
18/10/11

PARKING NO. 21A & on UPPER floor  
28A

*Ramabharany*  
*Boys*

ELITA 1st BASEMENT FLOOR  
PARKING PLAN.



बदल-81	
9480	UU
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Carpet Area = \_\_\_\_\_ Sq. Ft.

Built up Area = \_\_\_\_\_ Sq. Ft.

\_\_\_\_\_ ÷ 10.76 = \_\_\_\_\_ Sq. Mtrs.,

\_\_\_\_\_ X \_\_\_\_\_ = Rs. \_\_\_\_\_ + \_\_\_\_\_ Car Parking = Market Value

Rs. \_\_\_\_\_ = Agreement Value

Rs. \_\_\_\_\_ = Stamp Duty

Rs. \_\_\_\_\_ = Registration Fee

CTS No. \_\_\_\_\_

*Samuel*  
*3.18*  
*29th Feb 12*

\*\*\*\*\*  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_\_\_  
\*\*\*\*\*

AGREEMENT FOR SALE

\_\_\_\_\_  
THE PROMOTERS

AND

MR/MRS/MISS/M/s. \_\_\_\_\_

\_\_\_\_\_  
THE PURCHASER/S

AGREEMENT FOR SALE

FLAT NO. \_\_\_\_\_ ON \_\_\_\_\_ FLOOR IN \_\_\_\_\_ WING, GARAGE /

OPEN CAR PARKING SPACES / STILT PARKING SPACE NO./HOARDING SPACE NO. \_\_\_\_\_

IN

" \_\_\_\_\_ "

