



Monday, June 01, 2009

3:13:09 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 4359

दिनांक 01/06/2009

गावाचे नाव बोरीवली

दस्तऐवजाचा अनुक्रमांक वदर6 - 04358 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: मुकेश सुरजमल जैन - -

नोंदणी फी	:	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकात्रित फी (79)	:	1580.00
एकूण	रु.	31580.00

आपणास हा दस्त अंदाजे 3:27PM ह्या वेळेस मिळेल

दुय्यम निबधक

बोरीवली 3 (बोरीवली) - 3
मुंबई नगर जिल्हा.

बाजार मुल्य: 2804752 रु. मोबदला: 3587000रु.

भरलेले मुद्रांक शुल्क: 162000 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: आय डी बी आय बँक, मुं ;

डीडी/धनाकर्ष क्रमांक: 625769; रक्कम: 30000 रु.; दिनांक: 21/05/2009

RECEIVED ORIGINAL DOCUMENT
1/6/09

Type of Stamp

Special Adhesive

ad to

) of the of One Part;

WHEREAS:

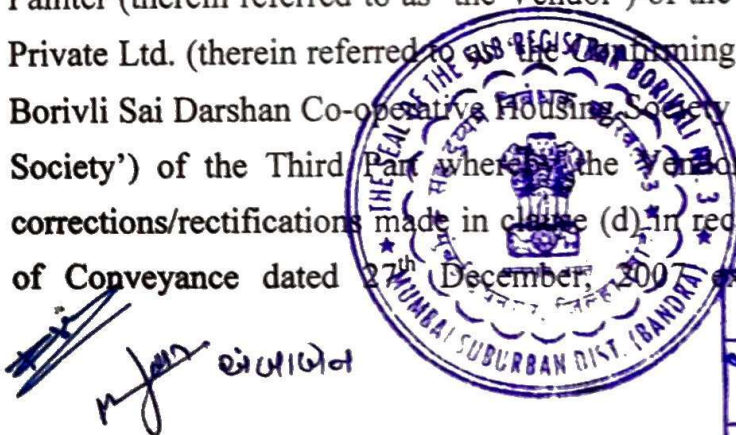
- (a) By and under an Indenture of Conveyance dated 10th December, 2006, executed and entered into between one Mr. Maneck alias Maneckshaw Sorabji Painter (therein referred to as 'the Vendor') of the First Part and M/s. Galaxy Construction Co. (therein referred to as 'the Confirming Party') of the Second Part and Borivli Sai Darshan Co-operative Housing Society Ltd. (therein referred to as 'the Purchaser' and hereinafter referred to as 'the said Society') of the Third Part whereby the said Vendor sold, conveyed, transferred and assured forever unto the said Society, the plot of land bearing Survey No. 84, Hissa No. 1 corresponding C.T.S. No. 507 admeasuring 1872.9 sq.mtrs. or thereabout as per P.R. Cards together with the existing old building having 'A' & 'B' Wings (consisting of ground plus four upper floors constructed in the year 1981-82), popularly known as 'Sai Darshan' standing thereon situate lying and being in Revenue Village & Taluka Borivli, Mumbai Suburban District at Sodawala Lane, Borivali (West), Mumbai-400092 (hereinafter referred to as 'the First Property'), together with all the benefits, at the price and on the terms and conditions as recorded therein;
- (b) The aforesaid Indenture of Conveyance dated 10th December, 2006, could not be lodged within the prescribed time with the concerned Sub-Registrar of Assurances, therefore the respective parties executed the Confirmation Deed dated 16th January 2008 and confirmed the execution of the aforesaid Indenture of Conveyance dated 10th December, 2006, in respect of the First Property which is duly registered under Serial No. BDR 11/818/2008 on 28th January, 2008 with the Joint Sub-Registrar, Borivali No. 5 M.S.D;
- (c) By and under the separate Indenture of Conveyance dated 27th December, 2007, executed and entered into between Mr. Maneck alias Maneckshaw Sorabji Painter (therein referred to as 'the Vendor') of the First Part and Rite Developers Private Ltd. i.e. the Developers herein (therein referred to as 'the Confirming Party') of the Second Part and Borivli Sai Darshan Co-Operative Housing Society Ltd. (therein referred to as 'the Society') whereby the said Vendor at the instance of the Developers herein sold, transferred, conveyed and assured forever unto the said Society the adjoining plot of land bearing Survey No. 191, Hissa No.14/18/2 corresponding to C.T.S. No. 2422-A admeasuring 379 sq.mtrs. or thereabout as per P.R. Card of Revenue Village Eksar, Taluka Borivali, Mumbai Suburban District (hereinafter referred to as 'the Second Property') at the price and on the terms and conditions as recorded therein which is duly registered with under serial No. BDR-11/819/2008 on 28th January, 2008 with the Joint Sub-Registrar, Borivali No. 5 M.S.D.

Maneck
20/01/08



बदर-६/	
७५८	२
२००९	

- (d) By and under the Agreement for Development dated 31st December, 2007, executed and entered into between Borivli Sai Darshan Co-Operative Housing Society Ltd. (therein referred to as 'the Society') of the One Part and Rite Developers Private Ltd. (therein referred to as 'the Developers') of the Other Part, whereby the said Society and its members entrusted the development rights in respect of the First Property more particularly described in the First Schedule hereunder written and the Second Property more particularly described in the Second Schedule hereunder written respectively (hereinafter the First Property and the Second Property collectively referred to as 'the Property') and also, permitted and allowed the Developers herein to amalgamate and sub-divide both properties and also to consume the available F.S.I. in respect of the said Property and to utilise permissible T.D.R. on the said Property as the base land, to be obtained by the said Developers, from the open market at their own costs and expenses, in accordance with the prevailing Development Control Regulations, 1991 as amended till date, of M.C.G.M. and to demolish the existing old building and thereafter, to commence, carry out and complete the construction of the new building/s thereon, in order to accommodate the existing 35 members of the said Society free of costs, in the respective new flats in the proposed new building/s and to sell the remaining flats/car parking spaces etc. in the open market to the prospective buyers at their own discretion, upon the terms and conditions as mutually agreed upon, confirmed and as recorded therein;
- (e) The aforesaid Agreement for Development dated 31st December, 2007 is duly registered under Serial No. BDR-11/820/2008 on 28th January, 2008 with the Joint Sub-Registrar Borivali No. 5, M.S.D.;
- (f) In pursuance thereof, the said Society has also, executed Irrevocable General Power of Attorney dated 31st day of December, 2007 in favour of the Developers herein i.e. Rite Developers Private Ltd., in order to obtain various permissions and sanctions from M.C.G.M. and other concerned authorities and also, for the development of the said Property, which is also, duly registered under Serial No. BDR-11/821/2008, on 28th January, 2008 with the Joint Sub-Registrar Borivali No. 5, M.S.D.;
- (g) By and under the Deed of Confirmation-Cum-Rectification dated 15th April, 2008, executed and entered into between Mr. Maneck alias Maneckshaw Sorabji Painter (therein referred to as 'the Vendor') of the First Part and Rite Developers Private Ltd. (therein referred to as 'the Confirming Party') of the Second Part and Borivli Sai Darshan Co-operative Housing Society Ltd. (therein referred to as 'the Society') of the Third Part whereby the Vendor admitted and confirmed the corrections/rectifications made in clause (d) in recitals of the aforesaid Indenture of Conveyance dated 27th December, 2007 executed by and between the

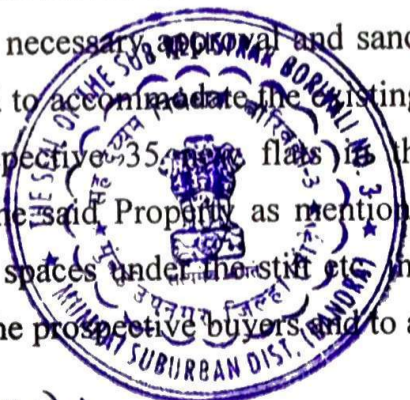


बदर-६/

B4L	3
२००९	

respective parties, which is duly registered under serial No. BDR-11/3613/2008 on 22nd April, 2008 with the Joint Sub-Registrar, Borivali No. 5 M.S.D.;


- (h) By and under Deed of Confirmation-Cum-Rectification dated 3rd May, 2008, executed and entered into between Borivli Sai Darshan Co-Operative Housing Society Ltd. (therein referred to as 'the Society') of the One Part and Rite Developers Private Ltd. (therein referred to as 'the Developers') of the Other Part whereby the said Society admitted and confirmed the corrections/rectifications made in clause (a) in recitals, main clauses 9, 18 & 22 in the aforesaid Agreement for Development dated 31st December, 2007 executed by and between the said Parties. The aforesaid Deed of Confirmation-Cum-Rectification dated 3rd May, 2008 is duly registered with the Joint Sub-Registrar Borivali No. 5, M.S.D. under serial No. BDR11-4909-2008 on 30th May, 2008 and the concerned Registering Authority has also issued the Index-II thereof;
- (i) As such, by and under the Agreement dated 27th May, 2008 the Developers herein have acquired and purchased from Anjanikumar Co. Pvt. Ltd. the Transferable Development Rights (T.D.R.), to the extent of 500 sq.mtrs. under the Development Right Certificate bearing No. SRA/675/Const. under Folio No. TDR/SRP/ES/S-3 Ward/Phase-VI/Const dated 14th May, 2007 and Utilization Form bearing No. 32134 dated 20th May, 2008 have been already issued by M.C.G.M. and by and under the another Agreement dated 27th May, 2008 the said Developers have also, acquired and purchased from Anjanikumar Co. Pvt. Ltd. the Transferable Development Rights (T.D.R.), to the extent of 1000 sq.mtrs. under the Development Right Certificate bearing No. SRA/760/Const. under Folio No. TDR/SRP/ES/S-3 Ward/Phase-XI/Const dated 3rd June, 2008 and Utilization Form bearing No. 32138 dated 20th May, 2008 have been already issued by M.C.G.M. As such, the said Developers have already acquired and purchased full permissible T.D.R. aggregating to 1500 sq. mtrs. at their own costs and expenses in order to load the same on the said Property as the base land and for the construction of the new building/s, in accordance with prevailing Development Control Regulations 1991 as amended till date;
- (j) The Developers herein have already undertaken the development of the said Property and already submitted the proposal through their Architects United Architects Pvt. Ltd. for the construction of the new building/s on the said Property to M.C.G.M. for necessary approval and sanctions, in order to demolish the said Old Building and to accommodate the existing 35 members of the said Society by allotment of respective 35 flats in the proposed new building/s to be constructed on the said Property as mentioned above and to sell the remaining flats/car parking spaces under the said etc. in the proposed new building/s in the open market to the prospective buyers and to appropriate sale proceeds thereof;

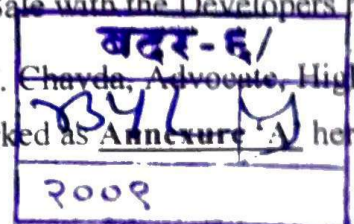
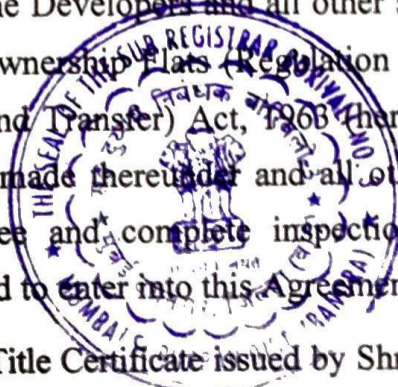


[Handwritten signature]
27/05/08

बदर-६/	
४३५८	४
२००९	

- (k) The Developers have already obtained I.O.D. dated 24th April, 2008 and Commencement Certificate (C.C.) dated 6th October, 2008 under File No. CHE/A-4398/BP(WS)/AR and I.O.D. dated 16th September, 2008 under File No. CHE/A-4490/BP(WS)/AR and Commencement Certificate (C.C.) dated 6th October, 2008 from M.C.G.M., for the construction of Residential Building No. 1 & Building No. 2 respectively on the said Property and further endorsements to be made from time to time by the concerned Authority, in order to carry out and complete the construction of the said New Building/s on the said Property, as per the approved plan and/or further amendments thereof;
- (l) In the premises aforesaid, Rite Developers Private Ltd. are entitled to consume permissible F.S.I./T.D.R. in order to carry out and complete the construction of the said New Building/s on the said Property as per the sanctioned plan and/or any amendments thereof and in accordance with prevailing Development Control Regulations;
- (m) The Developers have already appointed architects United Architects Pvt. Ltd. as aforesaid and RCC Consultant Haresh L. Patel for the preparation of the structural designs and drawings of the proposed building and accept the professional supervision of the said Professionals during the course of the construction of the said New Building till the completion of the entire project in all respect;
- (n) The Developers have already commenced the construction of the said Building No. 1 consisting of Stilt plus 14 & 15 (Part) Upper Floors & Building No. 2 consisting of Stilt plus 7 Upper Floors, on the said Property (hereinafter referred to as '**the said Buildings**') in accordance with the plans sanctioned by the M.C.G.M. and other concerned authorities and/or further approvals as may be required, subject to the necessary compliance of I.O.D. & C.C. and subject to the necessary compliance of the directions which may be issued by the concerned authorities from time to time;
- (o) The Flat Purchaser/s has/have demanded from the Developers and the Developers accordingly have given full, free and complete inspection to the Flat Purchaser/s of all the Documents of Title relating to the said Property and also the building plans approved by M.C.G.M. and designs and specifications prepared by the Architects of the Developers and all other such documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as '**the said Act**') and the Rules made thereunder and all other provisions of the statute and after taking full, free and complete inspection as aforesaid, the Flat Purchaser/s has/have agreed to enter into this Agreement for Sale with the Developers herein;
- (p) A copy of the Title Certificate issued by Shri M.V. Chayda, Advocate, High Court in respect of the said Property is annexed and marked as Annexure A hereto;

 म. व. चायडा



- (q) The copies of the Property Registration Cards issued by City Survey Authority is annexed and marked as Annexure 'B' (colly) hereto;
- (r) The Developers have got approvals from the concerned local authority for the plans, the specifications, elevations, sections and details of the proposed building/s and the Municipal Corporation of Greater Mumbai have also issued I.O.D. dated 24th April, 2008 and Commencement Certificate (C.C.) dated 6th October, 2008 under File No. CHE/A-4398/BP(WS)/AR and I.O.D. dated 16th September, 2008 under File No. CHE/A-4490/BP(WS)/AR and Commencement Certificate (C.C.) dated 6th October, 2008 for the construction of Residential Building No. 1 & Building No. 2 respectively on the said Property. The copies of said I.O.D. dated 24th April, 2008 and Commencement Certificate (C.C.) dated 6th October, 2008 for the construction of Residential Building No. 1 are annexed and marked as Annexure 'C' (colly.) hereto and the copies of said I.O.D. dated 16th September, 2008 and Commencement Certificate (C.C.) dated 6th October, 2008 for the construction of Residential Building No. 2 are annexed and marked as Annexure 'D' (colly.) hereto, respectively;
- (s) While sanctioning the said Plans, the concerned Authority and/or Government has laid down certain terms, conditions, stipulations, restrictions which are to be observed and performed by the Developers while developing the said Property and/or carrying out the said Construction of said Building and upon the observance and performance therewith, the Occupation and Completion Certificate in respect of the said Building shall be granted by M.C.G.M./concerned authority;
- (t) The Flat Purchaser/s applied to the Developers for allotment of Flat No. 802 admeasuring 632.00 sq.ft. (carpet area) on 8TH floor in Building No. 1 to be known as 'Rite Galaxy' being constructed on the said Property and more particularly shown on the floor plan annexed and marked as Annexure 'E', together with an amenity of Stilt Parking Space No — in the Stilt of the said Building No. 1/2 and/or Open Parking Space No. — of — Sq.Ft. Carpet area in the compound of the said Building more particularly shown on the plan annexed and marked as Annexure 'E-1' respectively, hereto;
- (u) Under Section 4 of the said Act, the Developers are required to execute a written Agreement for Sale of the said Flat to the Flat Purchaser/s being in fact these presents;

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

1. The Developers are proceeding further with the construction of the said Building/s on the said Property comprising the First Property more particularly described in the First Schedule hereunder written and the Second Property more particularly



M. J. ...
M. J. ...
...

802	
802	E
2008	

5. The Flat Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Developers and the Flat Purchaser/s with full knowledge thereof, has/have entered into this Agreement.

6. The Flat Purchaser/s has/have, prior to the execution of this Agreement, taken inspection of the documents in respect of the rights of the Developers and title of the said Society to the said Property i.e. First Property described in the First Schedule hereunder written and Second Property described in the Second Schedule hereunder written and is/are fully satisfied about the rights of the Developers and title of the said Society to the said Land hereditaments and premises and the Flat Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Society to the said Property and agree/s not to raise any requisition or objection relating thereto.

7. The Flat Purchaser/s hereby agree/s to purchase from the Developers and the Developers hereby agrees to sell Flat No. 802 admeasuring 632.00sq.ft. (carpet area) on 8TH floor in Building No. 1 to be known as 'Rite Galaxy' being constructed on the said Property and more particularly shown on the Annexure 'E', together with an amenity of Stilt Parking Space No. in the Stilt of the said Building 1/2 and/or Open Parking Space No. of Sq.Ft. in the Compound of the said Building Annexure 'E-1' respectively, hereto;

8. As consideration for the acquisition of the said Flat as mentioned above, the Flat Purchaser/s hereby agree/s to pay the Developers a sum of Rs. 35,87,500/-

(Rupees THIRTY FIVE LACS EIGHTY SEVEN THOUSAND FIVE HUNDRED ONLY only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common area and facilities which are more particularly described in the Third Schedule hereunder written. The time for payment of each of the installments shall be the essence of the contract, as stipulated in the Fourth Schedule hereunder written.

9. Notwithstanding anything stated in this Agreement elsewhere, the Flat agreed to be purchased/acquired by the Flat Purchaser/s herein shall be provided with specifications or amenities which are set out in Annexure 'F' annexed hereto and that the Developers shall have right to vary or modify such amenities or specifications and the Flat Purchaser/s shall not raise any objection in respect thereof.

10. The Developers shall give possession of the said Flat to the Flat Purchaser/s on or before the day of 31ST JULY 2010. However, in the event of the Developers fail to give possession of the said Flat to the Flat Purchaser/s save and except for the reasons beyond their control and as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date, in such event, the Developers shall be liable for the repayment of the amounts received in respect of the said Flat, with simple interest at nine percent per annum from the dates of the respective payments of such amounts and

M. Jain
रिचिअ

M. Jain
रिचिअ

M. Jain
रिचिअ

M. Jain
रिचिअ



चदर	
834	L
२००९	

interest thereon is repaid by the Developers PROVIDED that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. PROVIDED further that the Developers shall be entitled for reasonable extension of time for giving possession of the said Flat on the aforesaid date if the completion of the building in which the said Flat is to be situated is delayed on account of:-

- (i) non-availability of cement, steel, other building materials etc. or
- (ii) war, civil commotion or Act of God;
- (iii) any notice, order, rule, notification of the Government and/or other Public Authority or judicial order of the Competent Court;
- (iv) any riots, strike or problem by workmen etc;

11. The Flat Purchaser/s shall take the possession of the said Flat within seven days of the Developers giving written notice to the Flat Purchaser/s that the said Flat is ready for use and occupation. On possession being taken by the Flat Purchaser/s in pursuance of such notice or otherwise, the Flat Purchaser/s shall not be entitled to make and shall not make any claim, objection, against the Developers regarding the said Building or the said Flat or anything connected therewith the same including defects, quality, or construction, materials, additions or alterations etc. and the same, if any, shall be treated and deemed to have been extinguished and/or waived.

12. The Flat Purchaser/s shall be entitled to use and occupy their respective Flat/s only.

13. The Flat Purchaser/s shall not use the said Flat or permit the same to be used for any purpose whatsoever other than what is prescribed by Municipal Corporation of Greater Mumbai.

14. The Flat Purchaser/s admit/s having taken inspection of all the documents required to be given by the Developers under the provisions of the Maharashtra Ownership Flats Act and hereby agree/s and confirm/s that the Developers shall have irrevocable rights for the purposes set out hereinafter and the Developers shall be entitled to exercise the same as if the Flat Purchaser/s had given the written prior consent to the Developers as required under the said Act and with a view to remove any doubts the Flat Purchaser/s hereby confer/s upon the Developers the right and authority for the purpose set out herein below:

- (a) The Developers shall be entitled to alter, modify and/or vary the building plans and also specifications in respect of the Flat/s;
- (b) The Developers shall be entitled to demolish any existing or new structure/s or any part or portion thereof;
- (c) The Developers shall be entitled to acquire such S.I. and/or T.D.R. as may be available in respect of the said Property or any other Property or otherwise on the said Property at present or in future and for the purpose of ~~acquiring~~ the balance



Handwritten signature

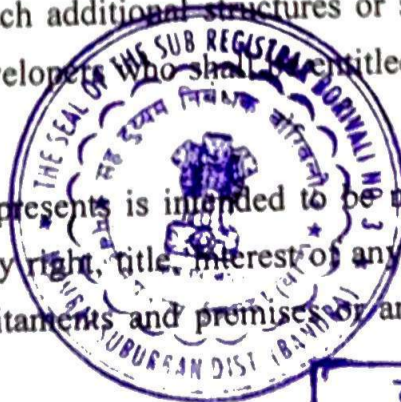
0341	e
2009	

and/or additional F.S.I. and/or T.D.R. to construct additional floors/premises by extension of the said Building, as the Developers may think fit and proper;

- (d) The Developers shall be entitled after consuming such balance and/or additional F.S.I. and/or T.D.R. by constructing flats/premises and to sell such flats/premises for such permissible user as the Developers may think fit and proper to any person or persons for such consideration as the Developers may, in their absolute discretion, deem fit and proper;
- (e) The Developers shall also be entitled to consume additional and/or balance F.S.I. available under D.C. Regulations or T.D.R. or by any special concession being granted by the M.C.G.M. or any other Authorities;
- (f) The Flat Purchaser/s herein and all other flat purchasers in the said Building shall not have any right, title claim or interest in respect of the parking spaces, open areas, and that the rights of the Flat Purchaser/s are confined only to the Flat agreed to be sold;
- (g) Irrespective of the possession of the Flat being given to the Flat Purchaser/s and/or management being given to existing Registered Co-operative Society, the rights under this Agreement reserved for the Developers for exploitation of the potentiality of the said Property described in the First Schedule & Second Schedule hereunder written, shall be subsisting and continue to vest in the Developers till the complete charge of the said Property is handed over to the existing registered society and/or the separate societies as the case may be on completion of the project in all respect;

15. The Flat Purchaser/s agree/s and give/s his/her/their/its irrevocable consent that the Developers shall have a right to make additions, amendments and alterations in the building plans and/or the said Building or any part thereof for any user or to change the user (excluding the said Flat) including to raise additional storeys or structures on the land or open part or parts of the said Building including on the terrace, at any time either before the complete charge of the said Property is handed over to the existing Society on completion of the project in all respect and such rights shall include the right to use the F.S.I. or the additional F.S.I. and/or T.D.R. which may be available in respect of the said Property or other lands at any time, in future or to make such amendments/alterations in the sanctioned plan as may be permitted by the Municipal Corporation of Greater Mumbai or other authorities and such additional structures or storeys or flats/premises shall be the sole property of the Developers who shall be entitled to deal with or dispose off the same at their own discretion.

16. Nothing contained in these presents is intended to be nor shall be construed to confer upon the Flat Purchaser/s any right, title, interest of any nature whatsoever in or upon the said Property, land hereditaments and premises or any part thereof or of the building/s thereof.



[Handwritten signature]
रंजना बेच

बदर-६/	
४५८	१०
२००९	


17. The Flat Purchaser/s shall have no claim or right to any part of the said Property and also to any other parts of the said Building other than the said Flat agreed to be purchased by him/her/they/it. The balance F.S.I. and/or the proportionate future increase in F.S.I. if any, shall belong to the Developers till the property is handed over to the existing registered Society and the Developers shall be entitled at any time to allot and/or sell or otherwise dispose off the same to any purchaser or purchasers on such terms and conditions and at such price as the Developers may deem fit and proper.

18. The Flat Purchaser/s hereby agree and accord/s his/her/their/its irrevocable consent that the Developers shall have sole right and absolute authority to make the changes in plans and to construct or erect additional floor or floors on the said Building or to change the user as may be permitted by the Municipal Corporation of Greater Mumbai or other authority for their sole benefit. The Flat Purchaser/s hereby agree/s that all necessary facilities, assistance and co-operation will be rendered by the Flat Purchaser/s to the Developers to enable the Developers to make any additions and alterations, and/or to raise additional storey or storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by the Municipal Corporation of Greater Mumbai. The Flat Purchaser/s hereby further agree/s that if required by the Developers, after becoming member/s of the existing Registered Society, the Flat Purchaser/s as the member/s or shareholder/s, shall accord his/her/their/its consent through the said Society, giving to the Developers full facility, assistance and co-operation to enable the Developers change the user, to make the said additional storeys which may be constructed by the Developers and also for the aforesaid purpose, to shift the water tanks on the upper floors or floor when so constructed. It is further agreed that if there is any increase in floor space index (F.S.I.) in future, proportionate benefits of such increase will always belong to the Developers to the exclusion of the Flat Purchaser/s and the Developers shall be entitled to utilize such increase in the F.S.I. on the said Property or elsewhere at their absolute discretion and the Flat Purchaser/s hereby irrevocably consent/s to the same. The Flat Purchaser/s shall not be entitled to object to any of the aforesaid things or claim any reduction in price of the said Flat agreed to be acquired by him/her/they/it or compensation or damage on the ground of inconvenience or any other ground including loss of air and/or light. The Flat Purchaser/s shall not have any right of easement by way of air, light or otherwise in respect of the said Flat or any portion of the said Property till the Developers confirm in writing that the said Project is completed in all respect.

19. The Flat Purchaser/s for himself/herself/themselves with intention to bring all persons into whomsoever's hands the said flat may come, doth/do hereby covenant with the Developers as follows:-

- (a) To maintain the said Flat in good tenantable conditions from the date of possession of the Flat is taken and shall not do or cause to be done anything in or to the building with the flat is

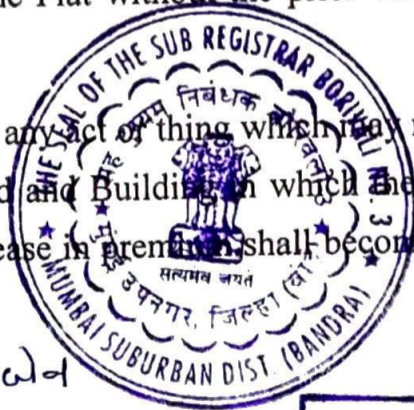


 राजा लाल

734/99
२००९

situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make additions in or to the building in which the Flat is situated and the Flat itself or any part thereof.

- (b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of building in which the Flat is situated or storing of which goods is objected under law by the concerned Local or Government authority and shall not carry heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure or the building in which the Flat is situated including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated, on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of such breach.
- (c) To carry at his/her/their/its own costs all internal repairs to the said Flat and maintain the Flat in the same condition, stage and order in which it was delivered by the Developers to the Flat Purchaser/s and shall not do or cause to be done anything in or to the building in which the Flat is situated or commit any breach of the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences thereof, which may be initiated by concerned local authority and or other public authority.
- (d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. parts or other structural members in the Flat without the prior written permission of the Developers.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and Building in which the Flat is situated or any part thereof whereby any increase in premium shall become payable in respect of such insurance.



M. J. ...
२००९

बदर-६/
७३५८९२
२००९

- (d) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from window/balcony in the compound or in any portion of the said Land and the building including staircase and it's landing in which the Flat is situated.
- (e) Pay to the Developers within seven days of demand by the Society, his/her/their/its share of security deposit or bills demanded by concerned Local Authority or Government for giving water, electricity, or any other service connection to the building in which the Flat is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance 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 change of user of the Flat by the Flat Purchaser/s.
- (i) The Flat Purchaser/s shall observe and perform all the rules and regulations of the existing Registered Co-operative Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the 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 Government and other Public Bodies. The Flat Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the Society regarding the occupation and use of the Flats in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (j) Till the completion of the project in all respect, the Flat Purchaser/s shall permit the Developers and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the said Flat/Unit, said Building or any part thereof, to view and examine the state and condition thereof and also to proceed further with the addition or alteration to the building, if any.

20. The Flat Purchaser/s shall not let, sub-let, sell, transfer, mortgage, charge or in any way encumber or deal with or dispose off his/her/their/its Flat or assign, underlet or part with his/her/their/its interest under this Agreement or the benefit factor of this Agreement or any part thereof till all the dues of whatsoever nature owing to the Developers are fully paid and only if, the Flat Purchaser/s has/have not been guilty of breach of or non-compliance or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s obtains prior consent in writing of the Developers.

21. From the date of the notice which is given by the Developers to the Flat Purchaser/s that the said Flat is ready, (or from the date on which the Flat Purchaser/s take/s the possession of the Flat, whichever is earlier) the Flat Purchaser/s shall be liable to bear and pay the proportionate share as may be determined by the Developers in consultation with the existing Registered Society of all outgoings in respect of the said



[Handwritten signature]
रिजिस्ट्रार

वदर-४/	
BY	CS
२००९	

Land and Buildings including all Government rates, taxes and charges, collector's bills, electricity and water charges, insurance, wages, salaries, sanitation, additions and alterations, oil painting, colour, washing, repairs etc. particularly and specifically mentioned in Annexure 'G' annexed hereto and all other outgoings and expenses of and incidental to the management and maintenance of the said Property. The Flat Purchaser/s along with the purchasers of other flats will not require the Developers to contribute proportionate share of the maintenance charges of the flats which are not sold and disposed off or given possession by the Developers and the same shall be borne and paid by the purchasers of the other flats including the Flat Purchaser/s herein. The Flat Purchaser/s shall pay to the existing Registered Society such proportionate share of outgoings as may be determined by the said Society, till the Municipal Taxes etc. are fixed and the exact amount is worked out for each Flat. The Flat Purchaser/s undertake/s to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 10th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Flat Purchaser/s shall indemnify and keep indemnified the Developers against the aforesaid taxes and other payment and expenses.

22. All the deposits payable to the Municipal Corporation of Greater Mumbai or any authorities or Reliance Energy Ltd., or permanent deposits in respect of the said Flat which become payable shall be paid or reimbursed to the Developers by the Flat Purchaser/s.

23. The Flat Purchaser/s shall also pay his/her/their/its proportionate share in respect of the payment made and/or required to be made by way of development charges, betterment charges, sewerage charges, pro-rata costs, contributions, Municipal Taxes, Property taxes, rates, cesses, charges, and/or other amounts in respect of the said Property without raising any objection.

24. On or before taking possession of the said Flat, the Flat Purchaser/s agree/s to pay to the Developers the following amounts:

- (a) Rs. 15,000/- Agreed legal expenses from the date of the Agreement till the possession of the Flat is given;
- (b) Rs. 1,000/- Agreed legal charges and other expenses for admission and acquiring of Membership Rights in the existing Registered Co-operative Society
- (c) Rs. 20,000/- Reimbursement of the amount towards electricity meter deposit, water meter deposit and other connected expenses;
- (d) Rs. 35,875/- Towards Development charges paid or required to be paid to MCGM
- (e) Rs. 51,000/- Towards membership rights in Health Club;
- Total Rs. 1,22,875/-**



बदर-६/
७३५९४
२००९

M. Jan अंजाजेन

M. Jan अंजाजेन

25. On or before taking possession of the said Flat, the Flat Purchaser/s agree/s to deposit with the existing Registered Society an amount of Rs. 24,600/- (Rupees TWENTY FOUR THOUSAND SIX HUNDRED ONLY _____ x _____ only), without carrying any interest thereon, being proportionate share of payment of M.C.G.M. taxes, water taxes, common electric bills, outgoings as mentioned in Annexure 'G' hereto including periodical payment to M.C.G.M. & Reliance Energy Ltd. for water connection and Electricity Supply etc.

26. The Flat Purchaser/s agree/s to sign and deliver to the Developers before taking possession of the said Flat and also thereafter, all writings and papers as may be reasonably necessary and required by the Developers including possession letter, declarations, electric meter transfer forms, and application forms and other papers, necessary and expedient for acquiring membership rights in the existing Registered Society and/or for formation and registration of the separate society as the case may be.

27. The Developers will handover the said Property to the existing Society i.e. **Borivli Sai Darshan Co-Operative Housing Society Ltd.** already registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and require the Flat Purchaser/s to join the said Society only on the completion of the said Project, in all respects.

28. Upon all the purchasers of the flats giving their co-operation and executing necessary papers/writings the Developers herein will co-operate with the purchasers for admission as the members of the existing Registered Society and/or for formation and registration of the separate society as the case may be.

29. The Flat Purchaser/s herein, shall apply for acquiring membership rights in the existing Registered Society. The Flat Purchaser/s shall, within seven days from the Developers calling upon to do, execute all acts, deeds, documents and papers for or in connection with the admission and also do hereby irrevocably accord his/her/their/its consent to the Developers for making additions and alterations in the application and all annexures or accompaniments for or in connection with the admission or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Flat Purchaser/s as may be required by the authorities concerned and the Flat Purchaser/s agree/s to be bound by the said additions and alterations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Developers may be affected, prejudiced and/or endangered in any manner whatsoever. It is clearly understood that responsibility for acquiring Membership Rights in the existing Registered Society shall be of the Flat Purchaser/s and other purchasers of flats in the said Building, notwithstanding anything done by the Developers in that behalf. The Flat Purchaser/s further agree/s to pay



M. J. K.
रुचि
रुचि रुचि

बदर-६/	
४३५८९५	९५
२००९	

admission fees and share subscription amount for becoming the Member/s of the said Existing Registered Society and incidental expenses.

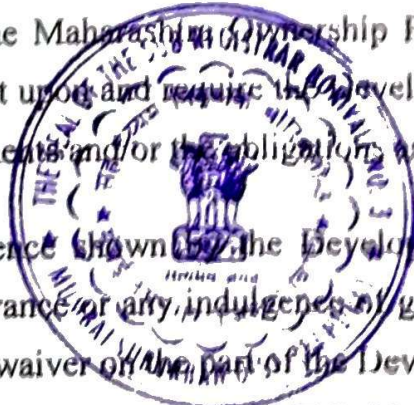
30. The Developers shall have exclusive right over the unsold Flats/unallotted Stall Parking Spaces, etc., even after handing over the possession of the said Property to the existing registered Society. The purchasers of such unsold flats will be admitted to the existing Registered Society without charging any premium except for the membership fee and share money.

31. The Flat Purchaser/s hereby agree/s to pay all the amounts payable under the terms of this Agreement as and when they become due and payable time in this respect being the essence of the contract. Further the Developers/Society are not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates. If the Flat Purchaser/s make/s any default in making payment of any of the amounts payable under the terms of this Agreement on their respective due dates, without prejudice to the rights of the Developers to treat such default as a breach of this Agreement and the Flat Purchaser/s shall be liable to pay interest @18% per annum on amounts due for the period of the delay in payment of such amount. The Developers shall in respect of any amount payable by the Flat Purchaser/s, under the terms and conditions of this Agreement, shall have a first lien and charge on the said Flat agreed to be acquired by the Flat Purchaser/s.

32. The Developers shall give possession of the said Flat to the Flat Purchaser/s only after the Flat Purchaser/s has/have paid to the Developers in full all the amounts and deposits that are payable under the terms and conditions of this Agreement and/or other additional or supplemental agreements, if any.

33. The Flat purchaser/s hereby agree/s and confirm/s that in the event of the Flat Purchaser/s insisting on observance and performance of any of the terms and conditions of this Agreement or for carrying out any requirements and the Developers unable or unwilling to comply with the same, irrespective of the nature of such requirements, requisitions or the obligations, then the Developers shall have an option to terminate this Agreement and pay back all the amount/s paid by the Flat Purchaser/s to the Developers as provided under the provisions of the Maharashtra Co-Ownership Flat Act and the Flat Purchaser/s shall not be entitled to insist upon and require the Developers to comply with or discharge such requisitions, requirements and/or the obligations as the case may be.

34. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or any indulgence of giving time to the Flat Purchaser/s shall not be construed as a waiver on the part of the Developers of any breach



Handwritten signature and date: 21/05/03

बदर-६/	
३५८	९६
२००३	

or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.

35. The Flat Purchaser/s hereby agree/s and give/s his/her/their/its consent that the Developers shall be entitled and at liberty to sell, assign, mortgage or otherwise deal with or dispose of their rights, for construction of the said Building/s as mentioned above provided the Developers do not in any way affect or prejudice the rights hereby granted in favour of the Flat Purchaser/s in respect of the said Flat agreed to be purchased by the Flat purchaser/s.

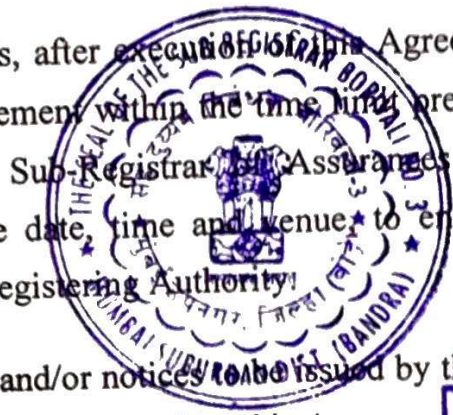
36. The Flat Purchaser/s agree/s and undertake/s on demand, to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, matters, things, documents, letters, affidavits, writings and papers as may be reasonably required by the Developers for further, better or more perfectly effectuating or preserving the right and interest of the Developers or for securing the due fulfillment of the provisions hereof.

37. All costs, charges and expenses in connection with the acquisition of Membership Rights in the existing Registered Society as well as the costs of preparing, engrossing, stamping and registering this Agreement or any other document or documents required to be executed by the Developers in favour of the Flat Purchaser/s or Co-operative Society as well as the entire professional costs, charges and expenses payable for the same shall be paid by the Flat Purchaser/s immediately on demand. The Flat Purchaser/s shall pay the professional fees in respect of the documents to be made and also in respect of the services rendered or to be rendered by the Developers' Advocates as provided in this clause. All costs, charges, stamp duty and penalties, if any, under Bombay Stamp Act, registration charges and other expenses of and incidental to this Agreement, shall be borne and paid by the Flat Purchaser/s only.

38. The Flat Purchaser/s hereby agree/s to bear and pay all the statutory dues including service tax, sales tax, Value Added Tax payable, dues under the Works Contract Act or any other statutory enactment and shall not hold the Developers liable or responsible for the same. The Flat Purchaser/s also agree/s and undertake/s to indemnify and keep indemnified the Developers against any losses, suits, claims, demands etc. which may arise due to such acts or enactments.

39. The Flat Purchaser/s, after execution of this Agreement, shall at his/her/their/its own costs, lodge this Agreement within the time limit prescribed under the Registration Act, with the concerned Sub-Registrar/Assurances and inform the Developers sufficiently in advance the date, time and venue to enable them to admit execution thereof before concerned Registering Authority.

40. All letters, receipts and/or notices to be issued by the Developers and to be served on the Flat Purchaser/s as contemplated by this Agreement or otherwise, shall be deemed



M. J. Singh
21/11/09

734590
2009

to have been duly served if sent to the Flat Purchaser/s by Registered Post AD./Under Certificate of Posting at the address given by the Flat Purchaser/s, which is specified below:

NEW 52 SHANTI NAGAR, JAIN COLONY, BEHIND
CHIPKHAL, INDORE, M.P. 452002

THE FIRST SCHEDULE ABOVE REFERRED TO :

All that pieces and parcel of land bearing Survey No.84, Hissa No.1 corresponding C.T.S. No. 507 admeasuring 1872.9 sq. mtrs. or thereabout as per Property Registered Card togetherwith the existing old building having 'A' & 'B' Wings (consisting of ground plus Four upper floors constructed in the year 1981-82), now popularly known as 'Sai Darshan' standing thereon situate lying and being in Revenue Village and Taluka Borivli, Mumbai Suburban District at Sodawala Lane, Borivali (West), Mumbai-400092 and bounded as follows:

- On or towards North : By land bearing C.T.S. No. 2424 (part) of Village Eksar
On or towards South : By land bearing C.T.S. No. 2422a of Village Eksar
On or towards East : By land bearing C.T.S. No. 508 of Village Borivali
On or towards West : By land bearing C.T.S. No. 2424 (part) of Village Eksar

THE SECOND SCHEDULE ABOVE REFERRED TO :

All that piece or parcel of land or ground bearing Survey No. 191, Hissa No.14/18/2 corresponding to C.T.S. No. 2422-A admeasuring 379 sq.mtrs. or thereabout as per Property Registered Card, situate, lying and being in Revenue Village Eksar, Taluka Borivali, Mumbai Suburban District at Sodawala Lane, Borivali (West), Mumbai-400092 and bounded as follows:

- On or towards North : By land bearing C.T.S. No.507 of Village Borivali
On or towards South : Existing D.P. Road
On or towards East : By land bearing C.T.S. No.2422 of Village Eksar
On or towards West : By land bearing C.T.S. No. 2423 of Village Eksar

THE THIRD SCHEDULE ABOVE REFERRED TO :

Common areas and facilities/limited common area and facilities.

The land on which the building is located, the foundations, columns, girders, beams, main walls, lobbies, stairways, lift, lift room, pump room, suction tank, septic tank, soak pit. It is further clarified that if open stall, portion, terrace, open space, parking space or any other covered areas is allocated to any purchaser or any other person/s and maintained by him/her/them/it, then the said Portion shall not be covered under the definition of 'common areas and facilities'.



M. J. e. 2009

बदर-६/
73459C
२००९

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(The mode of payment of the Purchase Price and other amounts to be paid by the Flat Purchaser/s to the Developers)

- (a) Rs.—852,000/- As earnest money on or before execution of this Agreement.
- (b) Rs.—1,076,000/- On or before the completion of the Plinth Work.
- (c) (i) Rs.—80,700/- On or before casting of 1st Slab.
(ii) Rs.—80,700/- On or before casting of 2nd Slab.
(iii) Rs.—80,700/- On or before casting of 3rd Slab.
(iv) Rs.—80,700/- On or before casting of 4th Slab.
(v) Rs.—80,700/- On or before casting of 5th Slab.
(vi) Rs.—80,700/- On or before casting of 6th Slab.
(vii) Rs.—80,700/- On or before casting of 7th Slab.
(viii) Rs.—80,700/- On or before casting of 8th Slab.
(ix) Rs.—80,700/- On or before casting of 9th Slab.
(x) Rs.—80,700/- On or before casting of 10th Slab.
(xi) Rs.—80,700/- On or before casting of 11th Slab.
(xii) Rs.—80,700/- On or before casting of 12th Slab.
(xiii) Rs.—80,700/- On or before casting of 13th Slab.
(xiv) Rs.—80,700/- On or before casting of 14th Slab.
(xv) Rs.— /- On or before casting of 15th Slab. clear
(xvi) Rs.—80,700/- On or before casting of Top Slab.
- (d) Rs.—80,700/- On commencement of Walling.
(e) Rs.—80,700/- On commencement of flooring work.
(f) Rs.—80,700/- On commencement of the plaster (internal or external).
(g) Rs.—72,000/- On commencement of plumbing and sanitary work.



M. J. J.
सं. ३

बंदर-६/	
४३५	८९९
२००९	

(h) Rs.—44,900/- On fixing of Doors & Windows.


(i) Rs.—90,000/- Within seven days of the Developers intimating the Flat Purchaser/s that the said Flat is ready for occupation or before the Flat Purchaser/s take/s the possession of the said Flat, whichever is earlier.

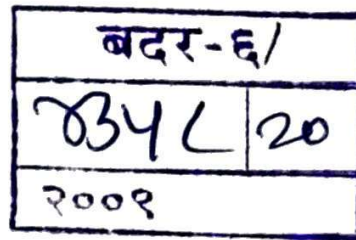
Total Rs. 3,58,7,500/- Rupees THIRTY FIVE LACS EIGHTY SEVEN THOUSAND FIVE HUNDRED only

PROVIDED FURTHER that the Flat Purchaser/s shall pay the last installment of the Purchase Price within seven days from the receipt of the intimation from the Developers that the Flat agreed to be purchased by him/her/them/it is ready for possession and if the Flat Purchaser/s fail/s to make payments, the Developers shall be at liberty to exercise other rights as set out in the Agreement including the right to terminate this Agreement and sell the said Flat to any other person/s.

PROVIDED FURTHER that the certificate which may be issued by the Developers' Architect certifying that the work has commenced and/or respective work of the plinth/slabs etc. have been completed, shall be binding upon the Flat Purchaser/s and the payment of the installment shall be forthwith due and payable by the Flat Purchaser/s to the Developers.

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


म. जे. रं. व. व. व.



SIGNED, SEALED AND DELIVERED

} FOR RITE DEVELOPERS PVT. LTD.

by the withinnamed DEVELOPERS

}

RITE DEVELOPERS PRIVATE LTD.

}

DIRECTOR



in the presence of

}



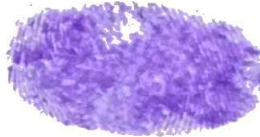
Permanent Account No.

}

AACCR2173G

SIGNED AND DELIVERED

}



by the withinnamed FLAT PURCHASER/S

}

MR/MRS./M/S. SHRI. MUKESH
(AEHPJ0851P)

}

SURAJMAL JAIN & SMT.

}

AMBABEN SURAJMAL JAIN
(AEHPJ0805K)

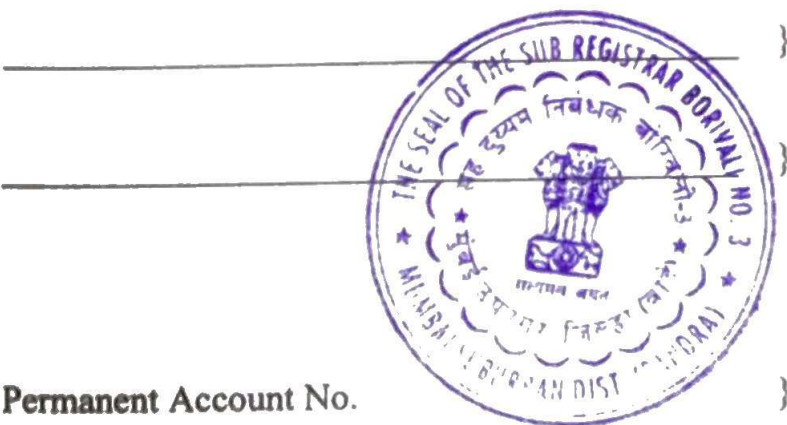
}

रंभाबाय



In the presence of

}



Permanent Account No.

बदर-६/
१३५८२९
२००३

RECEIPT

RECEIVED of and from the withinnamed FLAT PURCHASER/S a sum of Rs.

21,52,500/- (Rupees TWENTY ONE LACS FIFTY TWO
THOUSAND FIVE HUNDRED only) by ~~Cash~~/Cheque No. -

dated - drawn on details given below

- being the amount mentioned within to be paid by
him/her/them/it to us.

CHEQUE NO.	CHEQUE DATE	BANK	AMOUNT
6197	17/05/09	IDBI	5,00,000/-
6198	20/05/09	BANK	8,00,000/-
6199	23/05/09	LTD.	8,52,500/-

WE SAY RECEIVED

For Rite Developers Pvt. Ltd.


Director

WITNESSES :

21,52,500/-



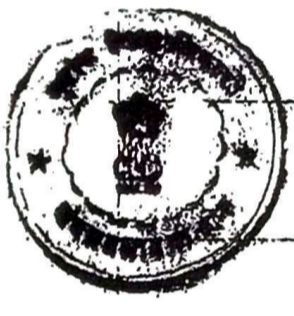
बदर-६/

Da
Note
Strike

Annexure - 'B' Property Card

G.P.R. No. 6610 dated 10-9-2011 RULED CARD 6858

28223A 30000 ₹ 25 (9)

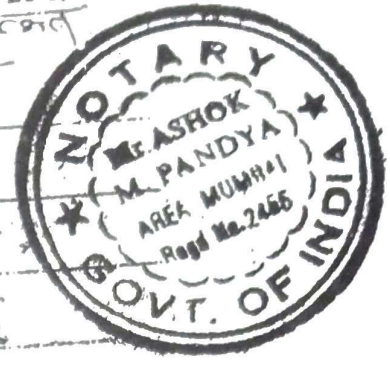


28223A	28223A	(M)	
वरीक जोती नुसार	मेहदवाणी सोरावजी पेठ		
जि.स.नं. 28223	सोरावजी ससुमजी पेठ		
28223A	लक्ष्मण		म. म. व. 1
			मुंबई उपनगर मु



बंदर-6/
834/24
2009

PLAIN CARD



मा जिधायिकासि व कलम
 पायिकासि (जा.के.म.स.) इहं नुंज
 मांने उडीव सुदीपन कंभडी
 उ.पठ सी / कर्मग / २७७ रक
 कार / मा २५ दि २५/०३/२००४
 इन्वेस बन्धु. २०२२ जे जे
 ३०९.१० हे अतिरिक्त जेव सुदर
 सुदीपन उकार मिकड सुदीपन
 ६/३/०५ २/५/०५ सी गौद सुदीपन
 जेव दि २५/३/०५ न गौदीपन
 सुदीपन गौदीपन पुनजिवी कलम
 सुदीपनकार "द" रक सुदीपन "८"
 पुनजिवी गौदीपन

कर १
 ५५५
 ✓
 म. म. अ.
 धोरीवली

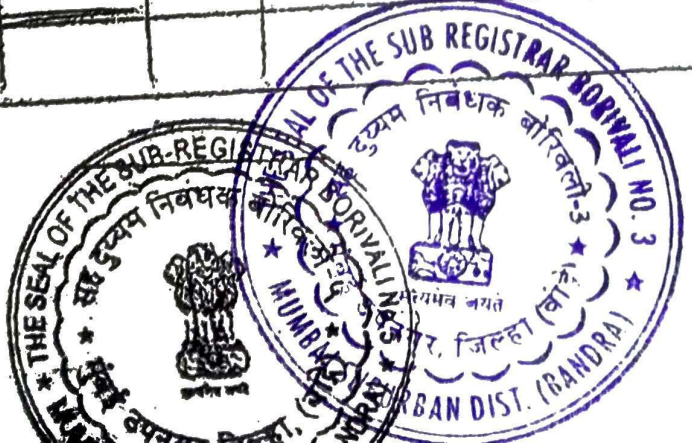
वारसा

१२/१०/०५
 कपि सोराबजी
 बलरामजी पेट्टर हे
 पुरिण ५१५/५१०जी
 मंगल सावे जवता.
 जवता, जवता, जवता
 सुदीपनकार, सुदीपन
 सुदीपन नौकर, सुदीपन
 ठापल सुदीपनकार
 सुदीपनकार सुदीपन
 सुदीपनकार सुदीपन
 सुदीपनकार सुदीपन
 सुदीपनकार सुदीपन
 सुदीपनकार सुदीपन

सुदीपन
 सुदीपन सुदीपनकार सुदीपनकार पेट्टर
 सुदीपनकार सुदीपनकार सुदीपनकार
 सुदीपनकार सुदीपनकार सुदीपनकार
 सुदीपनकार सुदीपनकार सुदीपनकार
 सुदीपनकार सुदीपनकार सुदीपनकार

फे. पा. नं.
 ५६

म. म. अ.
 धोरीवली



बदर-६

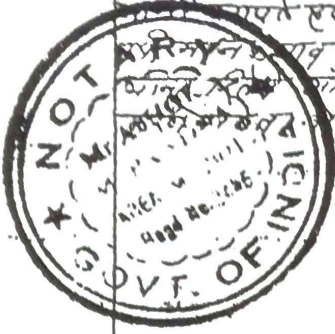
2822 अ नं प्र: 4.

92/90
2001

संख्या ५७४/१९९० -
उच्च न्यायालय कोर्टे खंड सिविल
अपिल नं. ५००२२-११/५ (२२/१०/०१)
र सुप्रीम कोर्ट के सेटलमेंट
संकेत नं. १९९०/५००२२/५
सोमनाथ सोरावजी पेंटर व
अन्य न्यायि सोरावजी पेंटर
विरुद्ध सोरावजी पेंटर
आदि।
सोरावजी पेंटर
विरुद्ध सोरावजी पेंटर
आदि।

घाट -
मानेड उर्फ मानेकशाव
सोरावजी पेंटर

जे. प्र. ५८१

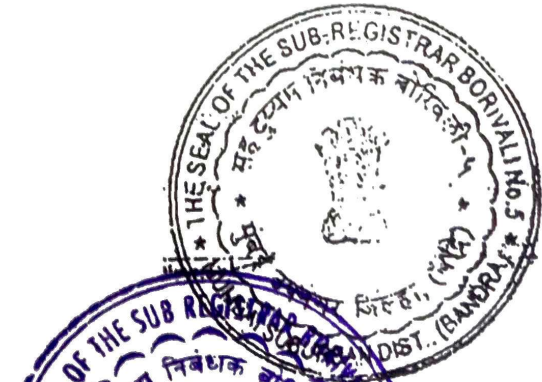


म. भू. अ.
बोरीवली

सर्ज. क्र. - 2990
नकल अर्ज दाखल तारीख 28/9/90 एकाकूण नोंदी
नकल दाखल तारीख 3/99/91 नकल नं. 250
नकल तारीख 11/6
नकल तारीख 2000
सोरावजी पेंटर
विरुद्ध सोरावजी पेंटर
आदि।
एकूण शूल्क - 908



सत्य प्रतिलिपी
नगर भूमि अधिकारी
बोरीवली



बदर-६

RULED CARD

999

Solo	[1522-0] 7502.2	[C-1]	मि. सोराबजी १०८/ ३-०८ १०२-४७ १-८-६०७ ३२-५-५/१ १-८-७१
------	--------------------	-------	--

मन १६६७

श्री सोराबजी रुस्तमीजी पेंटर - वकील फाया

30-90-09	SIF	४१० ३५१/१२५५/१२५५/१ ३५११/१२५५/१२५५/१
		२४/८५३/७/२५५ ११५ २५-५-७१
		४१२५/१००२०१३/३ ०१
27-0-02	SIF	मि. उपविभागीय अचि मुं. ऊप: मुंबई बांकेप्रांतिक नंबांक ४१२५११३३ ४१२५ १००२०१३/३ ०१ प्रभाजि धुवन घाट गा. वि. गो. सा. या. री मो. १२५१



बंदर-४/

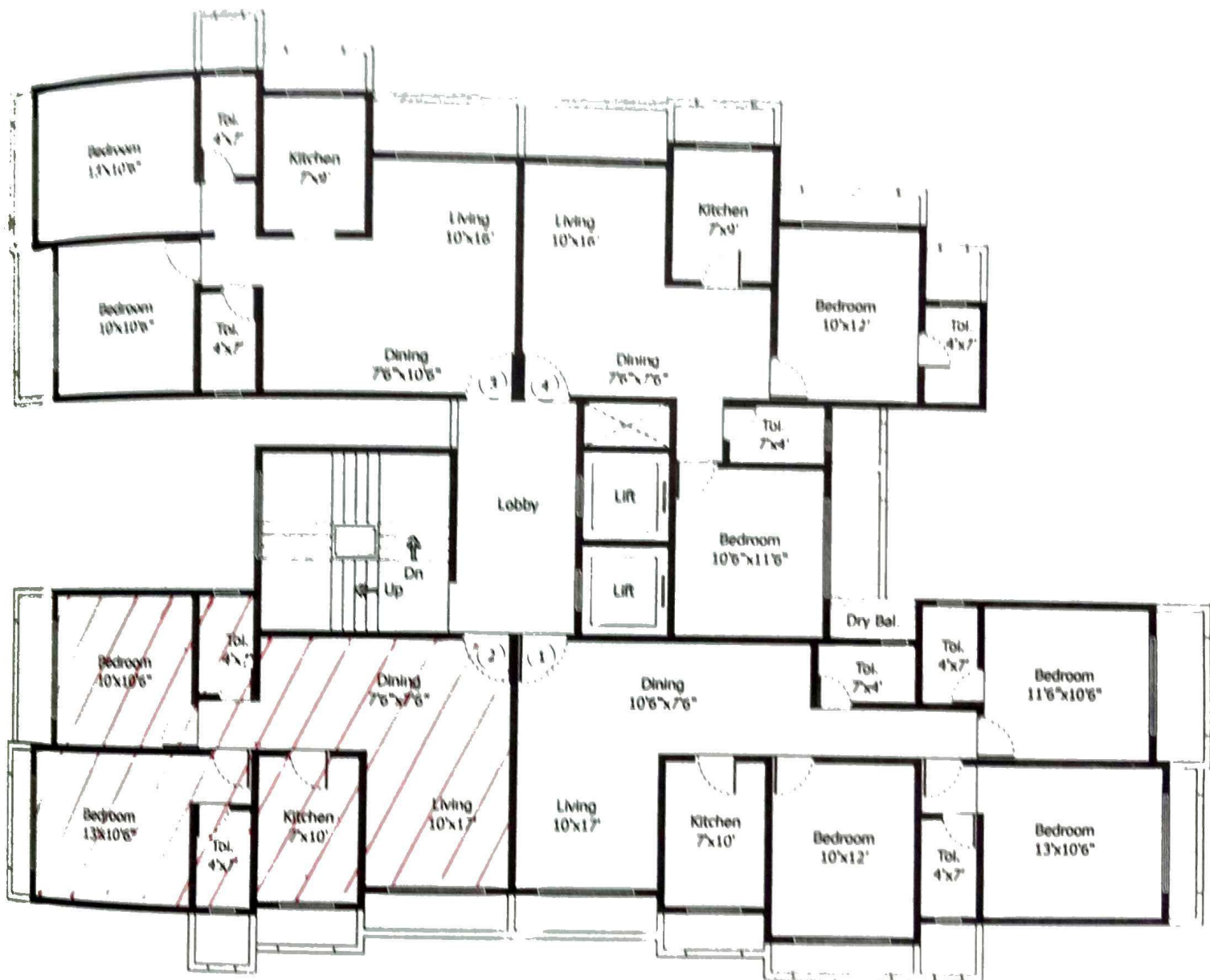
P.P.P.—10,000—Q-89—WOA-B—(Ca) 18a3
 ग. न., म. वि., क. ८९१६, दि. १६-९-२६.]

न. म. मा. २१ म.
 U. T. B. 21 m.

कोरी पत्रिका ~~कोरी पत्रिका~~ (पुरवठा) नं. १०७

१९६३	एकतरा ग. म. क. अवकाश	(N) कोरी पत्रिका का संचालक प्रबंध	11/11 न. म. मा. ९, मुंबई उपनगर, मुंबई
१९६२	एकतरा ग. म. क. अवकाश नसीब जोरी नुमाए खेत १९७२.२ धौ. मी. मायाम नैवे.		11/11 न. म. मा. ९, मुंबई उपनगर, मुंबई
१९६६-६-१०६	मा. उपक्रियागीम आधिकारी, मुंबई उपनगर, राजस्थान डिप आधिकारक D/N/CTD/ Append/15/74 दि २७-६-७४ अन्वये	दिनांक २९-९-७४ ची नोवे उपीके नं. सोवेएस उप्रीके १५/७४ चा मिक्तर होइपरते स्वागित.	11/11 न. म. मा. ९, मुंबई उपनगर, मुंबई
१९७४	मा. उपक्रियागीम उपनगर, राजस्थान न. म. मा. ९, १०/१९७४. अ. म. क. ६ १९७४. न. म. मा. ६ अधिकारी, मुंबई अवकाश नैवे. १८९ न. म. मा. ६	अधीन नं. सीटीएस. अधीन मिक्तर आधिकार नं. C/CTD/A/10/74 दि. अ. म. क. ६ के मातेने दि. २७/६/७४ ची नोदे मती नैवे.	11/11 न. म. मा. ९, मुंबई उपनगर, मुंबई





m. jain શ્રી વાલોન

TYPICAL FLOOR PLAN

(7TH TO 14TH FLOOR)



૧.૦૨

બદર-૬/
 ૩૫૮ ૫૨
 ૨૦૦૯

Office of the
Ex. Eng. Bldg.
Dr. Babasaheb
Mandivli (West),

W 5) P & R, W 100
Market Bldg. BRIHANMUMBAI MAHANAGARPALIKA
MUMBAI-400 001.
MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')

No. CHE/ A-4398 /BP(WS)/22/AR. 6 OCT 2008

COMMENCEMENT CERTIFICATE

To,
Shri Ritesh Shah of M/s. Rite Developers
Pvt. Ltd.
~~C.A. to Borivali Sai Darshan CHS Ltd.~~
Sir,

With reference to your application No. 98 dated 04.03.08 for Development Permission and grant of Commencement Certificate under Section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed Residential bldg. no. 1 C.T.S. No. 507 of village Borivali & CTS No. 2422-A of village Eksar at premises at Street Sodawala Lane Village Plot No. Ward R/Central situated at Borivali (W)

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

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

The Municipal Commissioner has appointed Shri B.V. Shinde Executive Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.
This C.C. is restricted for use as Stilt slab level only



बदर-६/
५०७५८४६
५२५०९

Shri B.V. Shinde
Executive Engineer, Building Proposal (W. & R. Wards)
FOR
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

CHE /A4398/ BP / (W.S.) / AB

8) This c.c. is now re. endorse for work upto
still slab level as per approved amended plan
dt. 19/11/2009

P. S. Mane
27.01.09

27 JAN 2009

EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-Ward

9) This c.c. is now valid & further extended for
stair + 10th upper floor as per approved amended
plan dt. 19/11/09

31 JAN 2009

P. S. Mane
31.01.09

EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-Ward

TRUE COPY

P. S. Mane

for United Architects Pvt. Ltd.
Architect. RAJIV S. MANE
Reg.No. CA/83/7623.



बदर-६/	
834	4/11
२००९	

BORIVALI SAI DARSHAN CO-OP. HSG. SOC. LTD.

"Rite Galaxy", Sodawala Lane, Borivali (West), Mumbai - 400092
Reg.No: BOM / W - R / HSG / TC / 1538 / 85-86 dated 05-08-1985

Bill No. : 000300	Bill Date : 01/12/2016
Name : Shri. M.S.JAIN & A.S.JAIN	Due Date : 10/01/2017
Flat No. : -A-802	Area : 1025
Bill Period : December 2016 to January 2017	Bldg. :

Particulars	Amount
General Maintenance Charges	5637.00
Parking Charges	300.00
Sinking Fund	308.00
Repair Fund	718.00
Property Tax	1538.00

-11-03-----7
0-3-1-2-17

Arrears Principal :	Sub Total	8501.00
Arrears Interest :		Interest
Interest @ 21.00 %	Rounding	
	Total	8501.00
	Previous Balance	
	Grand Total	8501.00

- 1) A/c Payee cheques should be drawn in favor of BORIVALI SAI DARSHAN CO-OP. HSG. SOC. LTD.
- 2) Payments shall be strictly made on/before DUE DATE.
- 3) Interest will be charged at 21% p.a. on Principal arrears
- 4) Please do not drop Post Dated cheques.

For BORIVALI SAI DARSHAN CO-OP. HSG. SOC. LTD.

E. & O. E.

Hon. Secretary / Treasurer

BORIVALI SAI DARSHAN CO-OP. HSG. SOC. LTD.

"Rite Galaxy", Sodawala Lane, Borivali (West), Mumbai - 400092
Reg.No: BOM / W - R / HSG / TC / 1538 / 85-86 dated 05-08-1985

Receipt No. : 000213 Receipt Date : 02/11/2016

Received with thanks from Shri. M.S.JAIN & A.S.JAIN

Flat No. : A-802

the sum of Rupees Eight Thousand Five Hundred One Only

Cheque No. 000010 dated ; drawn on: HDFC BANK

Towards Soc. Bill No. 000232

Rs. 8501.00

FOR BORIVALI SAI DARSHAN CO-OP. HSG. SOC. LTD.

Note: This receipt is issued subject to realisation of cheque.

Secretary Treasurer