



Wednesday, April 11, 2007

5:31:47 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3161

गावाचे नाव गोरेगांव

दिनांक 11/04/2007

दस्ताऐवजाचा अनुक्रमांक वदर11 - 03162 - 2007

दस्ता ऐवजाचा प्रकार करारनामा

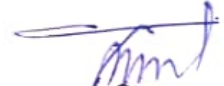
सादर करणाराचे नाव: मे/-इनोवेटिव आयडीयल्स अॅण्ड सर्विसेस (इंडिया) प्रा लि चे संचालक
मकसुद डी शेख - -

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 1460.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (73)

एकूण रु. 31460.00

आपणास हा दस्त अंदाजे 5:45PM ह्या वेळेस मिळेल


दुय्यम निवंधक
सह दु.नि.का-बोरीवली 5

बाजार मुल्य: 5095973 रु. मोबदला: 6154000रु.

भरलेले मुद्रांक शुल्क: 307700 रु.

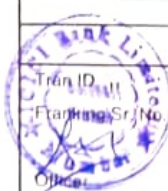
पद्म दुय्यम निवंधक बॅंकीवली क्र. ५,

मुंबई उपनगर जिल्हा.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ महाराष्ट्र ;

डीडी/धनाकर्ष क्रमांक: 560260; रक्कम: 30000 रु.; दिनांक: 05/04/2007

(For Bank's Use only)	
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(Customer Copy)

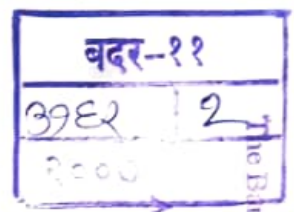
THE BANK OF RAJASTHAN LTD.
Br. MALAD (W) Date 18/3/07

Stamp Duty	Rs. 2,52,300
Service Charges	Rs. 2,52,300
Total	Rs. 5,04,600

Name of stamp duty paying party: M/S. INNOVATIVE IDEALS & SERVICES CINDIA PVT. LTD.

counter party: MODERN TILES CO. PVT. LTD.
purpose of transaction: AGREEMENT

Cheque No. 56095
Drawn on BANK OF MAHARASHTRA
Branch VERSOVA
Cashier The Bank of Rajasthan Ltd.
Authorised signatory
AC-5000Pcs/J12-2006



AGREEMENT

THIS AGREEMENT made and entered into at Mumbai this 07 day of April 2007 BETWEEN **MODERN TILES CO. PVT. LTD.**, a company incorporated under the Indian Companies Act VII of 1913 and now deemed to be incorporated under the Companies Act, 1956 and having its registered office at 209, "Udyog Bhavan", Sonawala Road, Goregaon (East), Mumbai - 400 063, hereinafter called "**DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the First Part AND **J.V. CONSTRUCTIONS & DEVELOPERS**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its office at A/101, "Panchasheel Presidency" Off 90 feet Road, Mahavir Nagar, Kandivali (W), Mumbai - 400 067, hereinafter called "**JOINT DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or

KAUSTUBH SANT
OFFICER
ICICI BANK LTD.

Authorized Signatory
2036m
The Bank of Rajasthan Ltd.

The Bank of Rajasthan Limited
100/106 Business Classic
1st Floor, Chincholi, Malad (W),
Mumbai-400004

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MAR 13 2007

Stamp: D-5617P/IC. 102/111/0330
Stamp: INDIAN SUBURBAN DIST. (BANDRA)
Stamp: MAR 13 2007
Stamp: 10:19
Stamp: 15:27
Stamp: P85299
Stamp: P85108

Rs. 414 five thousand four hundred only

survivors of them and the heirs, executors, administrators and assigns of the last surviving partner) of the Second Part AND **MR./MRS. Innovative Ideals & Services (India) Pvt. Ltd.**

Indian Inhabitant/s, residing at Rehmania House, Bldg NO. 33, off S.V. Road, Andheri (W) Mumbai - 400058 hereinafter called the

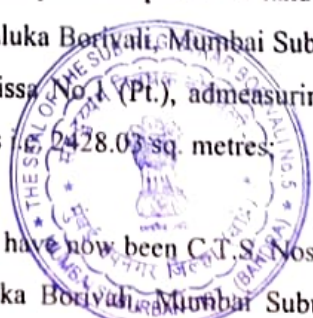
"PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their (respective) heirs, executors, administrators and assigns) of the Third Part :

WHEREAS :

1. By virtue of an Indenture of Conveyance dated 31st December 1960 registered with the Sub-Registrar of Assurances, Mumbai, under Serial NO.2/61 on 1st February 1962, the Developers herein became absolutely entitled to all that piece or parcel of land lying, being and situate at Goregaon, Taluka Borivali, Mumbai Suburban District bearing Survey No.115, Hissa No.4, admeasuring 31 ½ gunthas equivalent to 3811 sq.yards i.e. 3186.38 sq.metres and all that piece or parcel of land also lying, being and situate at Goregaon, Taluka Borivali, Mumbai Suburban District bearing Survey No.110, Hissa No.1 (Pt.), admeasuring 1 acre 11 ½ gunthas equivalent to 7744 sq.yards i.e. 6474.76 sq.metres;

2. By virtue of another Indenture of Conveyance dated 31st December, 1960 registered with the Sub-Registrar of Assurances, Mumbai, under Serial NO.3/16 on 1st February 1962, the Developers became absolutely entitled to all that piece or parcel of land laying, being and situate at Goregaon, Taluka Borivali, Mumbai Suburban District bearing Survey No.110, Hissa No.1 (Pt.), admeasuring 24 gunthas equivalent to 2904 sq. yards i.e. 2428.03 sq. metres;

3. All the aforesaid properties have now been C.T.S. Nos. 154 and 155 of Village Goregaon, Taluka Borivali, Mumbai Suburban District and are totally admeasuring 7955 sq. metres and are shown in the layout plan annexed hereto and marked as **"Annexure A"** and are



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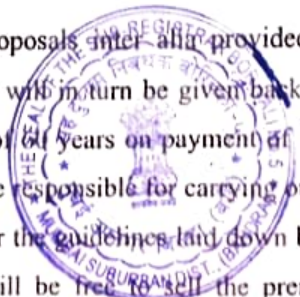
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more particularly described in the First Schedule hereunder written and hereinafter referred to as the said larger property;

4. Mumbai Metropolitan Regional Development Authority (hereinafter called "MMRDA") is an authority appointed under the Mumbai Metropolitan Regional Development Authority Act, 1974 (Maharashtra Act, IV of 1975) having the power to acquire, hold and dispose of properties under the provisions of the said Act;

5. In exercise of its powers conferred by Clause (c) of Sub-Section (1) of Section 40 of the Maharashtra Regional and Town Planning Act, 1966 (MRTP Act) and all other powers enabling it in this behalf, the Government of Maharashtra appointed MMRDA as the Special Planning Authority for planning and developing the Oshiwara District Centre Notified Area, more particularly described in Notification No.TPB/4382/26/UDS dated 18th June, 1982 promulgated in this behalf and in exercise of its powers conferred by Clause (d) of Sub-Section (3) of Section 40 of the MRTP Act, the MMRDA submitted to the State Government its proposal for planning and development of lands either belonging to or vested in it or acquired or proposed to be acquired under provisions of Section 116 read with Section 126 of the said MRTP Act and situated in the said Notified Area of Oshiwara District Centre and the State Government was pleased to approve such planning proposal vide Notification No.TPB/4391/2885/UD-11 dated 16th January, 1992, hereinafter referred to as 'Planning Proposals';

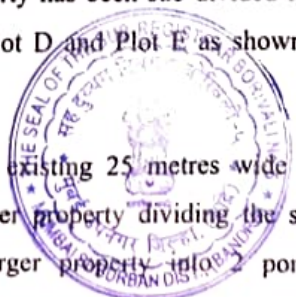
6. The said planning proposals inter alia provided that the land so acquired by MMRDA will in turn be given back to the Developers on lease for a period of 61 years on payment of lease premium and the Developers shall be responsible for carrying out the development of the said lands as per the guidelines laid down by the MMRDA at their own cost and will be free to sell the premises in the open market;



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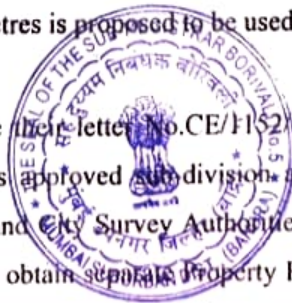
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7. Under the scheme mentioned above, the said larger property more particularly described in the **First Schedule** hereunder written was acquired by MMRDA through the Land Acquisition Officer (4), Mumbai Suburban District, vide his Award No.LAQ/SR.201 under Section 11 of the Land Acquisition Act, 1894 passed on 06.03.1996 for a nominal acquisition price of Re.1/- subject to the development rights being given to the Developers herein for the said larger property more particularly described in the **First Schedule** hereunder written with right to sell or otherwise dispose of the premises so constructed by the Developers in the open market;
8. By an Agreement to Lease dated 5th October, 2001 made between MMRDA (therein called 'the Authority') of the One Part and the Developers, therein called 'the intending lessees of the Other Part, MMRDA agreed to lease the said larger property to the Developers for the lease rent and on the terms and conditions contained in the said Agreement to Lease. As per the terms and conditions of the said agreement to lease, rent is payable only in respect of the land used for commercial and para-commercial purpose and no rent is payable for land to be used for residential purpose and public amenities;
9. Under the circumstances mentioned hereinabove, the Developers became entitled for development rights in respect of the said larger property as per the scheme of MMRDA and as per the plans to be sanctioned by the Municipal Corporation of Greater Mumbai;
10. The said larger property has been sub-divided into 5 plots viz. Plot A, Plot B, Plot C, Plot D and Plot E as shown in the layout plan annexed hereto;
11. Plot B comprises of existing 25 metres wide D.P. Road passing through the said larger property dividing the said larger property into 2 portions, one portion comprising of Plot C on the Southern side and the other portion comprising of Plot A, Plot D and Plot E on the Northern side of the said 25 metres wide D.P. Road;



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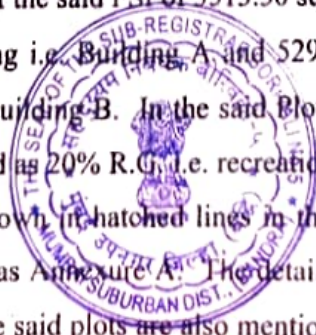
12. Plot D comprises of nallah (City Drain), which shall not be part of the scheme as the same shall be retained with MMRDA, however, the F.S.I. in respect of the area covered by the nallah and a portion of the D.P. Road has been allowed to be utilised on Plot A;
13. The developers have already granted development rights in respect of the said Plot C to one M/s. Ecohomes India Pvt. Ltd. Wherein a building marked as BLDG. -C is being constructed by the said Ecohomes India Pvt. Ltd.;
14. As per the earlier sanctioned proposal of Oshiwara District Centre a part of the said Plot A was earmarked for parking and the remaining portion was earmarked for commercial. However, the same has since been modified by MMRDA as per which the Developers are required to provide 26 public car parking spaces to MMRDA free of cost as more particularly mentioned hereinafter. As per the Government Notification NO.TBP 432001/1356/CR-34/2002/UD-11 dated 19th September 2002, the Developers herein are entitled to develop 50% of the area of the said larger property for residential purpose and balance 50% for commercial purpose. The Developers herein are constructing a commercial building for HDFC on portion of Plot B consisting of stilt and seven upper floors consuming 3513.30 sq. metres of the Municipal F.S.I. and now the balance potential on the remaining portion of the said Plot A is approximately 5293.33 sq. metres out of which 1151.72 sq. metres is proposed to be utilized for commercial purpose and the balance area of 4141.61 sq. metres is proposed to be used for residential purpose;
15. The MCGM vide their letter No.CE/1152/BP(WS)/LOP dated 19th October 2002 has approved sub-division and amalgamation. The Collector, MSD and City Survey Authorities will be approached by the Developers to obtain separate Property Register Cards in respect of each sub-divided plot in terms of the sanctioned layout;



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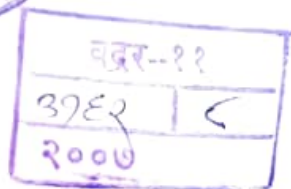
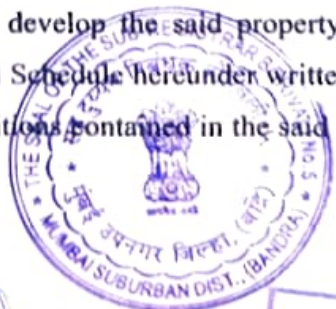
16. As per the Planning Proposals of Oshiwara District Centre, the infrastructure is required to be developed by MMRDA and MMRDA has already developed the said 25 metres wide D.P. Road and in lieu of portion of the said D.P. Road which will be retained by MMRDA the Developers are entitled for compensatory F.S.I.;
17. Since the plot is forming part of Oshiwara District Centre, the Developers are entitled for 1.5 FSI (Floor Space Index) for the entire property including the area falling under D.P. Road/ nallah, etc.;
18. The area of Plot A is 4595 sq. metres. The Developers are constructing a commercial building consuming a total FSI of 3513.30 sq. metres shown as Building A in the layout plan (Annexure A) annexed hereto for HDFC on a portion of Plot A on the Western side of HDFC building and nallah. On the remaining portion of the land on the Eastern side the Developers are intending to construct a residential cum commercial building which building is marked as Building-B on the said layout plan (Annexure A) annexed hereto, having an FSI of 5293.33 sq. metres and the area of the said portion of the land is 2761.88 sq. metres. The total area of the Plot A is 4595 sq. metres and the said plot is more particularly described in the **Second** Schedule hereunder written and is hereinafter referred to as 'the said Plot A'. The FSI available in respect of the said Plot A comprises of its own FSI of the said plot as well as the proportionate FSI of Plot B i.e. 25 metres wide D.P. Road, nallah i.e. Plot D and the Plot E, thus the total FSI of 8806.63 sq. metres is available for construction in respect of the said Plot A. Out of the said FSI of 3513.30 sq. metres is used for the said HDFC building i.e. Building A and 5293.33 sq. metres FSI is used for the said Building-B. In the said Plot A, an area of 930 sq. metres is earmarked as 20% R.G. i.e. recreation ground for the entire Plot A which is shown in hatched lines in the layout plan annexed hereto and marked as Annexure A. The details of plot areas and the FSI in respect of the said plots are also mentioned in the said Layout Plan (Annexure "A"). the Developers have informed and the



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Purchaser is aware that there will not be any sub-division between the said two portions wherein Buildings A and B are constructed, save and except a notional line as shown in dotted line on the layout plan (Annexure A) annexed hereto. The said Building A and the said Building B shall each be entitled to enjoy the open spaces as shown in the municipal sanctioned plan. The said portion of Plot A wherein the said Building B is proposed to be constructed is more particularly described in the **Third** Schedule hereunder written and is hereinafter referred to as 'the said property';

19. As per the Planning Proposals sanctioned by MMRDA 26 parking spaces are required to be provided and the space reserved for the said 26 parking spaces are shown in the Parking Plan annexed hereto and marked as "**Annexure B**" wherein the said 26 parking spaces are marked as 'MMRDA Parking'. The said 26 parking spaces shall be partly in the form of open spaces and partly under the stilt area. The Purchaser herein is aware of the said requirement that the said 26 parking spaces that will be provided by the Developers/ Joint Developers shall be held/ used by MMRDA and/or its nominees and the Purchaser shall not have nay claim or objection for the same. The remaining car parking spaces which are shown in the said plan (Annexure B) shall be at the disposal of the Developers/ Joint Developers;
20. By an Agreement of Joint Venture dated 28th November 2002 made between the Developers herein, therein called the "Owners" of the One Part and the Joint Developers herein, therein called the "Developers" of the Other Part, the Developers and the Joint Developers agreed to develop the said property more particularly described in the **Third** Schedule hereunder written as a joint venture on the terms and conditions contained in the said Agreement of Joint Venture;



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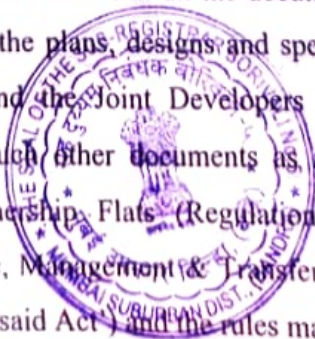
21. The individual obligations on the part of the Developers and the Joint Developers respectively are enumerated in the said Agreement of Joint Venture;
22. The plans for construction of the proposed building known as "DESHMUKH PARK" on the said property have been duly sanctioned by the Municipal Corporation of Greater Mumbai vide I.O.D. No.EB/CE/8580/BP (WS)/AP/2003 dated 23.05.2003 the commencement certificate has also been granted by the MCGM vide even no. dated 17th June, 2003.
23. Out of the said joint open space of 9.81 metres wide between Building "A" being commercial will be entitled for open space of a width of 6 metres as per the requirements of the MMRDA/BMC/Fire Department and the remaining portion of 3.81 metres width shall be for the Building "B" and the same shall be demarcated/ divided by a notional line as shown in the plan (Annexure "A").
24. The Developers/ Joint Developers have also informed the purchaser and the Purchaser is aware that as per the Building Rules 20% area has to be earmarked as R.G. Accordingly, an area of 930 sq. metres as shown in the plan annexed hereto (Annexure "A") in hatched lines has been earmarked for R.G. which shall be common for the occupants of the Building "A" as well as Building "B". The Purchaser herein along with the other purchasers in the Building "B" and also the holders of premises in the Building "A" shall be entitled to the use and enjoyment of the said entire R.G. in common and shall be entitled for proportionate undivided share in the said R.G. i.e. in proportion to the FSI consumed in respect of the respective Buildings;
25. The Developers and the Joint Developers have commenced construction of the building work on the said property and the Developers and the Joint Developers are selling and/or disposing of flats/shops/garages/carparking spaces and other premises in the said proposed building known as "DESHMUKH PARK" on ownership basis;



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26. In view of the said land having been agreed to be given on lease by MMRDA, being a Government Body, on payment of premium and lease rent for the purpose of development in the scheme approved by the Government, the said land is outside the purview of the provisions of the Urban Land (Ceiling & Regulation) Act, 1976;
27. The Developers and the Joint Developers have entered into a standard agreement with **Mr. Ashok Gandhi**, an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Developers and the Joint Developers have appointed a Structural Engineer, **Mr. Narendra Desai** for the preparation of the structural design and drawings of the building and the Developers and the Joint Developers accept the professional supervision of the Architects and the Structural Engineer till the completion of the building;
28. Under the circumstance mentioned above, the Developers and the Joint Developers alone have the sole and exclusive right to develop the said property and to sell the flats and other premises in the said proposed building being constructed on the said property by the Developers and the Joint Developers and to enter into agreement/s with the Purchaser/s of the flats and other premises and to receive the sale price in respect thereof;
29. The Purchaser/s demanded from the Developers and the Joint Developers and the Developers and the Joint Developers have given inspection to the Purchaser/s of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Developers and the Joint Developers Architect, **Mr. Ashok Gandhi** and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management & Transfer) Act, 1963 (hereinafter referred to as 'the said Act') and the rules made there under;



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30. The Developers and the Joint Developers have also annexed to this agreement the copies of the following documents as required by the provisions of the said Act and the Rules viz:

- a) Certificate of Title issued by **MR. P. VAS, Advocate, High Court**, who has investigated the title of the said property and has certified the title of the said property to be clear and marketable – **“Annexure C”**.
- b) Copies of Property Cards of the said property – **“Annexure D”**.
- c) Copy of the plan of the flat/shop/garage/Commercial premises agreed to be allotted to the Purchaser/s, duly approved by the Municipal Corporation of Greater Mumbai – **“Annexure E”**.

31. The Developers and the Joint Developers have got approved from the concerned local authority the plans, specifications, elevations, sections and details of the said building;

32. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers and the Joint Developers while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concerned local authority;

33. The Developers and the Joint Developers have accordingly commenced construction of the said building in accordance with the said plans;

34. The Purchaser/s herein has/have approached the Developers and the Joint Developers for allotment to the Purchaser/s ^{office} Flat/Shop/Garage/Commercial Premises No. 202 on the 2nd floor in E Wing of the said building **“DESHMUKH PARK”** being constructed by the Developers and the Joint Developers on the said property;



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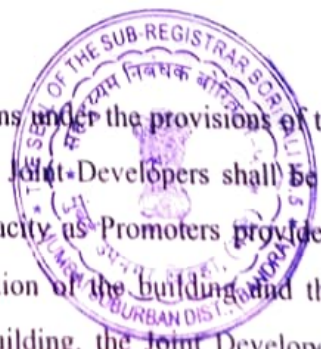
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35. Under Section 4 of the said Act the Developers and the Joint Developers are required to execute a written agreement for sale of the said premises to the Purchaser/s, being in fact these presents and also register the said agreement under Registration Act;
36. As per the agreement arrived at between the Developers and the Joint Developers inter se, the Developers are entitled to sell the premises mentioned in the **Fourth** Schedule hereunder written and hereinafter referred to as "the Developers Premises" while the Joint Developers are entitled to sell the premises mentioned in the **Fifth** Schedule hereunder written and hereinafter referred to as "the Joint Developers premises";
37. It is brought to the notice of the Purchaser/s herein although all the ownership agreements under the Maharashtra Ownership Flats Act in respect of all the flats and other premises in the said building will be executed by both the Developers in favour of the prospective purchaser/s, the consideration in respect of the premises mentioned in the **Fourth** Schedule shall be received by the Developers alone and that the consideration in respect of premises mentioned in the **Fifth** Schedule shall be received by the Joint Developers alone. However, the amounts towards deposits, etc. as mentioned in Clause 11 of this agreement shall be deposited in a joint account to be operated jointly by the Developers and the Joint Developers or their nominees;

38. As regards the obligations under the provisions of the said Act, both the Developers and the Joint Developers shall be liable to the flat purchasers in their capacity as Promoters provided that as regards the defects in construction of the building and the flats and other premises in the said building, the Joint Developers alone shall be responsible and liable to the flat purchasers;



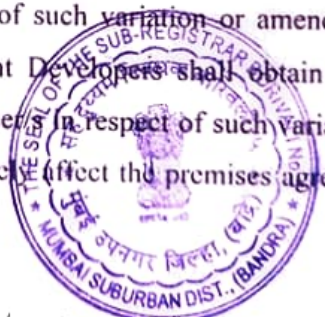
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NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO
AS UNDER:

1. The Developers/Joint Developers are constructing the said building known as "DESHMUKH PARK" comprising of stilt/ ground and 7 upper floors and comprising of shops/commercial premises on the ground floor, parking spaces on part ground floor and residential flats on the 1st floor to 7th floor on the said property more particularly described in the **Third** Schedule hereunder written in accordance with the plans and specifications sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) and which have been kept by them at the Developers office at 209, "Udyog Bhavan", Sonawala Road, Goregaon (E), Mumbai 400 063 and also at building site which have already been approved by the Purchaser/s and the Purchaser/s has/have also agreed that the Developers/ Joint Developers may make such variations and modifications as the Developers/Joint Developers may be required to do by the Government, Municipal Corporation of Greater Mumbai or any other local body or authority and the Purchaser/s shall not be entitled to raise any objection on account of such variation or amendment provided that the Developers/ Joint Developers shall obtain prior consent in writing from the Purchaser/s in respect of such variations or modifications which may adversely affect the premises agreed to be purchased by the Purchaser/s.



2. The Purchaser/s hereby agree/s to purchase from the Developers/Joint Developers Flat/Shop/Garage/Commercial office Premises No. 202 on the 2nd floor in E Wing of the said building "DESHMUKH PARK" and hereinafter referred to as 'the said premises' and shown in red coloured boundary lines on the plan annexed hereto and marked Annexure E, having a carpet area of 1313.00 sq.ft. equivalent to 122.03 sq. metres which is inclusive of the balconies for a total consideration of Rs. 61,54,000/- (Rupees Sixty one Lacs fifty four

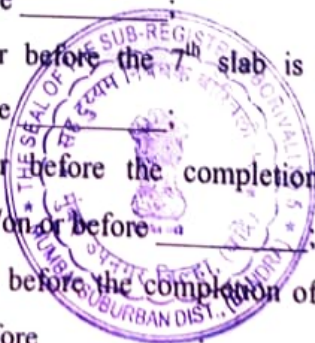
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thousand only. only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Sixth Schedule hereunder written. Hereto annexed is also list of amenities that will be provided in the said premises and marked as "Annexure F". Hereto annexed is a copy of the said I.O.D. No.EB/CE/8580/BP(WS)/BS/AP/2003 dated 23.05.2003 and marked as "Annexure G" and also annexed hereto is a copy of the said Commencement Certificate of even no. dated 17th June and marked as "Annexure H".

3. The Purchaser /s shall pay to the Developers/ Joint Developers the said total consideration of Rs. 61,54,000/- (Rupees Sixty one Lacs fifty Four thousand only. only) as under:-

- a) Rs. 9,00,000/- as earnest money deposit on or before the execution of this agreement;
- b) Rs. 52,54,000/- on or before ~~laying the plinth~~ or or before _____;
- c) Rs. _____ on or before the 1st slab in cast/on or before _____;
- d) Rs. _____ on or before the 3rd slab is cast/ on or before _____;
- e) Rs. _____ on or before the 5th slab is cast/on or before _____;
- f) Rs. _____ on or before the 7th slab is cast/on or before _____;
- g) Rs. _____ on or before the completion of brick work/on or before _____;
- h) Rs. _____ on or before the completion of plaster/on or before _____;
- i) Rs. _____ on or before the completion of flooring work/on or before _____;
- j) Rs. _____ on or before the completion of painting work /on or before _____;



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- k) Rs. _____ on or before the completion of electric work/on or before _____;
- l) Rs. _____ Being the balance consideration at the time of possession.

4. The Developers/ Joint Developers hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter, and shall, before causing to hand over the possession of the premises to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said premises.

5. The Purchaser/s has/have taken inspection of all the documents mentioned hereinabove and has/have also perused the certificate of title issued by **Mr.P. Vas, Advocate, High Court, Annexure C** and has/have accepted the title of the said owners to the said property as clear and marketable. The Purchaser/s shall not raise any objection whatsoever with regard to the title of the said property.

6. The Purchaser/s agree/s to pay to the Developers/ Joint Developers interest at 9% per annum on all the amounts which become due and payable by the Purchaser/s to the Developers/ Joint Developers under the terms of this agreement from the date of the said amount is payable by the Purchaser/s to the Developers/ Joint Developers.

7. On the Purchaser/s committing default/s in payment on due date of any amount due and payable by the Purchaser/s to the Developer/s Joint Developers under this AGREEMENT (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developers/ Joint Developers shall be entitled at their own option to terminate this agreement.



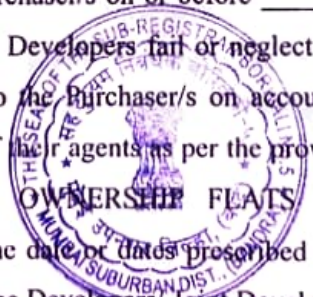
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PROVIDED always that the power of termination hereinbefore contained shall not be executed/ exercised by the Developers/ Joint Developers unless and until the Developers/ Joint Developers shall have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within 10 days after giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid, the earnest money paid by the Purchasers to the Developers/ Joint Developers shall stand forfeited and the Developers/Joint Developers shall refund to the Purchaser/s the remaining of the amount which may till then have been paid by the Purchaser/s to the Developers/ Joint Developers but the Developer/s Joint Developers shall not be liable to pay to the Purchase/s any interest on the amount so refunded. Upon termination of this agreement and after expiry of the said notice period, the Developers/Joint Developers shall be at liberty to dispose of and sell the premises to such person/s and at such price as the Developers/ Joint Developers may in their absolute discretion think fit.

8. The Developers/ Joint Developers shall give possession of the premises to the Purchaser/s on or before day of Ready . If the Developers fail or neglect to give possession of the said premise to the Purchaser/s on account of reasons beyond their control and of their agents as per the provisions of Section 8 of MAHARASHTRA OWNERSHIP FLATS ACT, 1963 by the aforesaid date or the date or dates prescribed in the said Section of the said Act, then the Developers/ Joint Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by then in respect of the premises with simple interest at 9% per annum from the date the Developers/ Joint Developers received the sum till date the amounts and interests thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulation



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specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and the interest thereon is refunded by the Developers/ Joint Developers to the Purchaser, there shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction of the building in which the premises are situated or were to be situated.

PROVIDED that the Developers/ Joint Developers shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the premises is to be situated is delayed on account of :-

- i) non availability of steel, cement other building materials, water or electric supply;
- ii) war, civil commotion, accident or Act of God;
- iii) any notice, order, rule, notification or the Government and/or other public competent authority.

9. The Purchaser/s shall take possession of the premises within 15 (fifteen) days of the Developers/ Joint Developers giving written notice to Purchaser/s intimating that the said premises are ready for use and occupation;

PROVIDED that if within a period of 3 years from the date of handing over the premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer/s Joint Developers any defect in the premises or the building in which the premises are situated or the material used therein or any unauthorized change in the construction of the said building then wherever possible such defects or unauthorized changes shall be rectified by the Joint Developers at their own cost.

10. Commencing a week after notice in writing is given by the Developers/ Joint Developers to the Purchaser/s that the premises are ready for use and occupation, the Purchaser/s shall be liable to bear



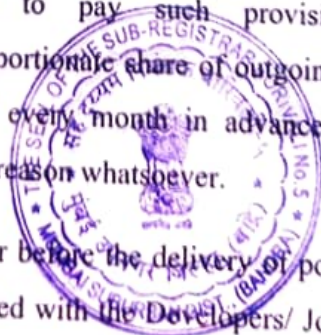
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and pay the proportionate share (i.e. in proportion to the floor area of the premises) of outgoings in respect of the said land and building/s namely local taxes betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collector, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/ Limited Company is formed and the said land and building/s transferred, the Purchaser/s shall pay to the Developers/ Joint Developers such proportionate share of outgoings as may be determined by the Developer/s Joint Developers. The Purchaser/s further agree/s that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Developers / Joint Developers provisional monthly contribution of Rs. 9191/- (Rupees Nine thousand one hundred ninety one only.) per month towards the outgoings. The amounts so paid by the Purchaser/s to the Developers/ Joint Developers shall not carry any interest and remain with the Developers/ Joint Developers until a conveyance / assignment is executed in favour of the Society or Limited Company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance/ assignment being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Developers/ Joint Developers to the Society or the Limited Company, as the case may be. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

11. The Purchaser/s shall on or before the delivery of possession of the said premises keep deposited with the Developers/ Joint Developers the following amounts:

- A) i) Rs. 610/- For share money, application entrance fee of the Society or Limited Company;



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ii) Rs. 40,000/- Deposits payable to BSES Ltd.
 For electric meter/ supply and to
 BMC towards water meter/
 supply/ drainage or any other
 deposits;

iii) Rs. — For maintenance for a period of 12
 months;

iv) Rs. — For proportionate share of
 property tax for a period of 12
 months.

TOTAL 40610/-

The Developers/ Joint Developers shall render true and proper
 accounts to the Ad-hoc Committee of the flat purchasers/ Managing
 Committee of the Society in respect of the aforesaid amounts.

- B) i) Rs.10,000/- For legal charges;
- ii) Rs.3,000/- For formation and registration of the
 Society or Limited Company;
- iii) Rs.2500/- For Society Office;
- iv) Rs. — For cost of safety grill.

TOTAL 15500/-



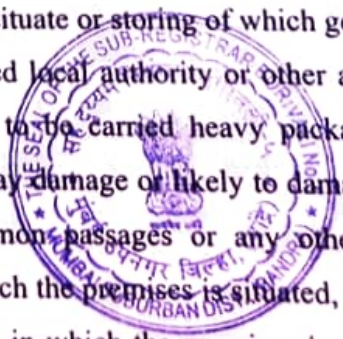
The Developers/ Joint Developers shall not be liable to render
 accounts in respect of the aforesaid amounts.

(The cheques for both the aforesaid categories of amounts shall be
 drawn in favour of MTCPL & J.V. Construction & Developers Jt.
 A/c. being the joint account of the Developers and the Joint
 Developers).

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12. The Developers/ Joint Developers shall utilize the amount paid under B(i) and (ii) for meeting all legal costs of the Attorney-at-law/Advocate of the Developers/Joint Developers in connection with formation of the said Society or Limited Company preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/ assignment and all other legal expenses.
13. The Purchaser/s for himself/herself/ themselves with intention to bring all persons into whomsoever hands the premises may come, doth hereby covenant with the Developers/ Joint Developers as follows:-
- a) To maintain the premises at Purchaser/s cost in good tenantable repair and condition from the date of possession of the premises is taken and shall not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof.
 - b) Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or so heavy as to damage the construction of structure of the building in which the premises is situate or storing of which goods is objected to by the concerned local authority or other authority and shall carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the structure or staircase, common passages or any other structure of the building in which the premises is situated, including entrances of the building in which the premises is situated and in case any damage is caused to the building in which premises is situated or premises on account of negligence or default of



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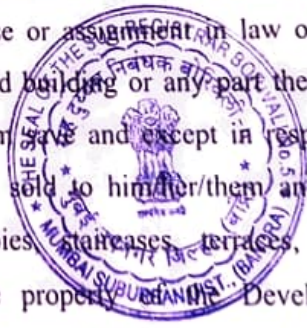
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protection and maintenance of the said building and the flats and other premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being the concerned local authority and/or the Government and/or other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company regarding the occupation and use of the premises in the building and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

14. The Developers/ Joint Developers shall subject to what is stated in Clause 11 above, maintain a separate account in respect of sums received by the Developers/ Joint Developers from the Purchaser/s as advance or deposit, sums received on account of share capital for the promotion of the Co-operative Society or a Limited Company or towards the outgoings and shall utilize the amounts only for the purpose for which they have been received.

15. Nothing contained in this agreement is entered or to be borne shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Purchaser/s shall have no claim, title and except in respect of the premises hereby agreed to be sold to him/her/ them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the Developers/Joint Developers until the said land and building is transferred to the Society/Limited Company as hereinbefore mentioned.

16. Any delay tolerated or indulgence shown by the Developers/ Joint Developers in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Developers/ Joint Developers shall not be construed as a waiver on the part of the Developer/s Joint Developers of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s



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nor shall the same in any manner prejudice the rights of the Developers/ Joint Developers.

17. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace shall not be enclosed by the purchaser till the permission in writing is obtained from the concerned local authority and the Developers/ Joint Developers or the Society or the Limited Company as the case may be.
18. Upon possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to use and occupy the said premises. The Purchaser/s shall use the said premises for residential / residence or for such purpose for which it is agreed to be purchased under this agreement. The Purchaser/s shall use the garage or parking space only for the purpose of keeping of parking the Purchaser/s own vehicle/s.
19. The Developers/Joint Developers shall have a right to make additions, alterations, to raise additional storeys or structures at any time as may be permitted by Municipal Corporation of Mumbai by using balance FSI that may be available now or in future or by bringing in Transferable Development Rights (TDR) from outside on to the said property and such additions, alterations and additional structures or storeys shall be the sole property and such additions, alterations structures or storeys shall be the sole property of the Developers/ Joint Developers who shall be entitled to deal with or dispose of it in any manner that they may deem fit and the Purchaser/s hereby consent/s to the same. The Purchaser/s hereby agree/s that he/she/they will give all necessary facilities and fully cooperate with the Developers/Joint Developers to enable the Developers/Joint Developers to make additions and alterations



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and/or to raise additional storeys or structures in accordance with the plans sanctioned or which may hereinafter be sanctioned and the Purchaser/s hereby further agree/s that even after being admitted as member/s of the said Society, he/she/they will consent to the Society giving to the Developers/Joint Developers full facility, assistance and co-operation to enable the Developers/ Joint Developers to make the said additions and alterations and/or to raise additional storeys or structures complete and fit for occupation in all respects and for the aforesaid purpose the Developers/ Joint Developers shall be entitled to utilize and/or make connection from all water pipe-lines and storage tanks, sewerage and drainage pipe-lines, electric cables and and electric lines and other convenience and amenities to the said additional storeys or structures which may be constructed by the Developer/s Joint Developers and the Purchaser/s hereby consent/s to the same and he/she/they shall not raise any objections whatsoever.

20. The Developers/Joint Developers have informed the Purchaser/s that as per the aforesaid Agreement to Lease dated 5th October 2001 entered into between MMRDA of the One Part and the Developers of the Other Part, rent is payable only in respect of the land used for commercial and para-commercial purpose and no rent is payable for land to be used for residential purpose and public amenities. The Developers shall cause to assign and transfer the leasehold rights in respect of the said property by the MMRDA in favour of a Co-operative Housing Society of the said building "DESHMUKH PARK" for the remainder of the said period of 60 years commencing from 5th October 2001.

21. The Developers/Joint Developers shall in respect of any amount payable by the Purchaser/s under the terms and conditions of this agreement have first lien and charge on the said premises agreed to be acquired by the Purchaser/s.



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22. The Purchaser/s hereby agree/s and undertake/s to be a member/s of the Co-operative Society to be formed in the manner hereinafter appearing and also from time to time to sign and execute applications for registration, other papers and documents necessary for the formation and registration of the Society and duly fill in sign and return the same within ten days of the same being forwarded by the Developers/ Joint Developers to the Purchaser/s. No objection shall be taken by the Purchaser/s if change/s or modification/s are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or other competent authority as the case may be. The Purchaser/s shall be bound from time to time to sign all papers and documents and to do all other things as the Developers/Joint Developers may require him/her/them to do from time to time for safeguarding the interests of the Developers/Joint Developers and of other purchasers of the different premises in the said building. Failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end and the earnest money deposited and other monies paid by the Purchaser/s shall stand forfeited by the Developers/Joint Developers.

23. After the possession of the said premises is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipality or any statutory authority the same shall be carried out by the Purchaser/s in co-operation with purchasers of the other premises in the said building at their own cost and the Developers/Joint Developers shall not be in any manner liable or responsible for the same.

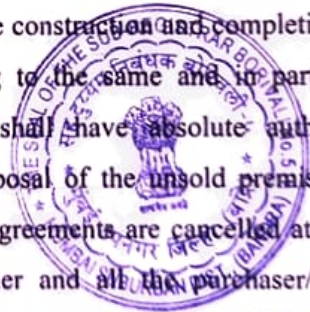
24. The Purchaser/s shall at no time demand partition of his/her/their interest in the said building it being agreed and declared by the Developers/ Joint Developers that this interest in the said building is impartible and it is agreed that the Developers/Joint Developers shall not be liable to execute any document in respect of the said premises in favour of the Purchaser/s.



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25. The Developers/Joint Developers shall after the construction of the said building is completed in all respects and after the occupation certificate is granted by the concerned authority get the Purchaser/s admitted as member/s of the Co-operative Society which may be formed by the purchasers of different premises of the said building. The said Co-operative Society shall then be entitled to look after and/or manage the affairs of the said building. The conveyance/assignment of leasehold rights in respect of the said plot shall be executed or cause to be executed by the Developers/Joint Developers in favour of such Society only after completion of the entire building.
26. In the event of the said Society being formed or registered or in the event of the Purchaser/s being admitted as a member/s of the said Society before the sale of all the premises in the said building, the power and authorities of the said Society so formed and registered of the Purchaser/s and other purchasers of the premises in the said building shall be subject to the overall control of the Developers/Joint Developers in respect of any of the matters concerning the said building the construction and completion thereof and all amenities appertaining to the same and in particular the Developers/Joint Developers shall have absolute authority and control as the regards the disposal of the unsold premises, or the premises of the/of which the agreements are cancelled at any stage for some reason/s or the other and all the purchaser/s of such premises shall be admitted as member/s of the said Co-operative Society with the same rights and the same benefits and subject to the obligations as the Purchaser/s and the other members of such Co-operative Society may be entitled/liable to and without reservation or conditions whatever and the Purchaser/s and the other members of such Co-operative Society may be entitled/liable to and without reservation or conditions whatever and the Purchaser/s hereby agree/s to give consent to admit such purchasers as the members of such Co-operative Society as aforesaid without raising any objection whatsoever.



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27. All letters, receipts or notice issued by the Developers/ Joint Developers dispatched under the certificate of posting to the last address known to them of the Purchaser/s will be sufficient proof of receipt of the same by the Purchaser/s and shall completely and effectively discharged the Developers / Joint Developers. For this purpose the Purchaser/s has/have given the following complete address:

14 Rehmania House, Bldg No-33, off. S.V.
Road, Andheri (W) Mumbai. 400058

28. All costs, charges and expenses in connection with the formation of the CO-OPERATIVE SOCIETY as well as the costs of preparing, engrossing, stamping and registering all the agreements or any other document/s or documents required to be executed by the Developers/ Joint Developers or Purchaser/s as well as the entire professional cost/s of the Advocate of the Developers/Joint Developers in preparing and approving such documents shall be borne and paid by the PROPOSED SOCIETY or PROPORTIONATELY by all the purchasers or holders of premises in the said building including the Purchaser/s herein and the proportionate share of the Purchaser/s shall be such amount as may be fixed by the Developers/Joint Developers whose decision/s in this respect will be final and binding on the Purchaser/s. The Developers/Joint Developers shall not be liable to contribute anything towards such cost/s, charge/s and expenses and the same shall be paid by the Purchaser/s to the Developers/Joint Developers immediately on demand.



29. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 as amended upto date or any other provisions of law applicable thereto.

30. All costs, charges and expenses including registration charges of this agreement shall be borne and paid by the Purchaser/s. The Purchaser/s is/are fully aware of the provisions of the Bombay

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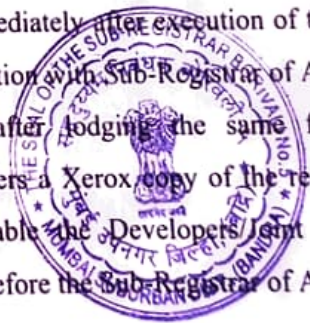
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Stamp Act, as amended upto date. If any stamp duty over and above stamp duty already paid on this agreement is required to be paid or is claimed by the Superintendent of Stamps, Mumbai or concerned authority, the same shall be borne and paid by the Purchaser/s alone including the penalty, if any. The Developers/Joint Developers shall not be liable to contribute anything towards the same nor shall the Purchaser/s hold the Developers/Joint Developers liable and/or responsible towards the said stamp duty. The Purchaser/s shall indemnify the Developers/Joint Developers against any claim from the Stamp Authorities or other concerned authorities in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Developers/Joint Developers. The Purchaser/s shall also fully reimburse the expenses that may be required to be incurred by the Developers/ Joint Developers in consequence upon any legal proceedings that may be instituted by the authorities concerned against the Developers/Joint Developers for non-payment and/or under-payment of stamp duty by the Purchaser/s.

- 31. The Purchaser/s shall immediately after execution of this agreement lodge the same for registration with the Sub-Registrar of Assurances and shall within two days after lodging the same furnish to the Developers/Joint Developers a Xerox copy of the receipt issued by the Sub-Registrar to enable the Developers/Joint Developers to admit execution thereof before the Sub-Registrar of Assurances.



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

THE FIRST SCHEDULE ABOVE REFERRED TO:

Brihan Mumbai Municipal Corporation, District Mumbai Suburban, Taluka Borivali, Village Goregaon. All those pieces or parcels of land or ground situate lying and being at Goregaon, Taluka Borivali, District Mumbai Suburban in Brihanmumbai

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bearing C.T.S. Nos. 154 and 155 and admeasuring and bearing particulars as under:

S.No.	City Survey No.	Area of land in Sq. mtrs.
110/1 pt.	155	4768.00
115/4 pt.	155	3163.30
115/4 pt.	154	23.70
Total:		7955.00

which property is sub-divided by a natural sub-division by virtue of existing 25 metres wide D.P. Road comprising of Plot B, sub-dividing it into two portions, one portion being Plot C on the Southern side and the other portion comprising of Plot A, Plot D and Plot E on the Northern side of the said D.P. Road. The said entire property is bounded as follows:

- On North : Part of Nallah and S. No.115, C.T.S. No.153 (1 to 50);
- On South : S.No.8, C.T.S. Nos. 5 & 6 Pt. Known as Karimi Park;
- On East : S.No.110, H.No.10, S.No.115, C.T.S. No.153 (1 to 50);
- On West : S.No.9, C.T.S. Nos. 5 & 7 Pt. And 5 & 7 and nallah.



THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land marked as Plot A in the lay out plan annexed hereto forming part of the larger property more particularly described in the First Schedule hereinabove written, which Plot A, admeasures about 4595 sq. metres bears C.T.s. No.154 and 155 (Pt.) and is bounded as under :

- On or towards the North : By C.T.S. No.153;
- On or towards the South : By existing 25 metres wide D.P. Road;
- On or towards the East : By S.No.110/1, C.T.S. No.153;
- On or towards the West : By Nallah.

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THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land being the Eastern portion of the said Plot A wherein the said proposed Building B is shown in the layout plan admeasuring 2761.88 sq. meters and having an FSI of 5293.33 sq. metres and bearing C.T.S. Nos.154 (Pt.) and 155 (Pt.) and is bounded as under:

- On or towards the North : By C.T.S. No.153;
- On or towards the South : By existing 25 metres wide D.P. Road;
- On or towards the East : By S.No.110/1, C.T.S. No.153;
- On or towards the West : By commercial building under construction for HDFC Building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Developers Premises:-

1. FLATS

FLOORS	WING	FLAT NOS.
1 st , 3 rd , 5 th Floors	'A'	All flats.
7 th , Floors		Flat No.1
2 nd , 4 th , 6 th		All Flats
7 th Floor		Flat No.2
1 st , 3 rd , 5 th Floor		All Falts
7 th , Floors		Flat No.2, 4
2 nd , 4 th , 6 th		All Flats
7 th Floor	'D'	Flat No.3, 4



2. SHOPS & COMMERCIAL PREMISES

SHOPS: NOS.3,4,6,7,8

- COMMERCIAL** : 3rd, 4th, 5th, 6th Entire Floor.
- Ground Floor : 50%
- First Floor : 50%

3. PARKING SPACES

50% OF OPEN AND STILT PARKING.

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THE FIFTH SCHEDULE ABOVE REFERRED TO:

Developers Premises:-

1. FLATS

FLOORS	WING	FLAT NOS.
2 nd , 4 th , 6 th Floor	'A'	All flats.
7 th , Floors	'A'	Flat No.2
1 st , 3 rd , 5 th	'B'	All Flats
7 th Floor	'B'	Flat No.1
2 nd , 4 th , 6 th Floor	'C'	All Flats
7 th , Floor	'C'	Flat No.1,3
1 st , 3 rd , 5 th	'D'	All Flats
7 th Floor	'D'	Flat No.1,2

2. SHOPS & COMMERCIAL PREMISES

SHOPS: NOS.1,2,5,9

COMMERCIAL : 2nd Floor Entire
 Ground Floor 50%
 First Floor 50%

3. PARKING SPACES

50% OF OPEN AND STILT PARKING.



THE SIXTH SCHEDULE ABOVE REFERRED TO:

DESCRIPTION OF COMMON AREAS & COMMON FACILITIES:

1. Common areas shall include:-

- a) Areas covered under the external and internal walls and pardis (built up areas).
- b) Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and, as such, exclusively allotted to Purchaser of the said flat) Open spaces appurtenant to the building including garden and unallotted open spaces.

Handwritten initials/signatures

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2. Common facilities in the building shall include:-

- a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
- b) Drainage and sewerage including septic tank and soak etc.
- c) Electrical common load wiring, starters/ switches and all common wirings.
- d) Common lights in staircases, landings, gates, terrace and compounds.
- e) Compound gate/s.
- f) Common compound walls.
- g) Servants toilet.
- h) Society office.



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SIGNED AND DELIVERED

By the withnamed

"DEVELOPERS"

MODERN TILES CO.PVT. LTD.

In the presence of

)
)
) **G. A. to Modern Tiles Co Pvt Ltd.**
) *[Signature]*
) **Jayanti Patel / Vasant Patel.**
)

SIGNED AND DELIVERED

By the withnamed

"JOINT DEVELOPEPRS"

J.V.CONSTRUCTIONS &
DEVELOPERS

In the presence of

)
)
) **For J. V. Constructions & Developers**
) *[Signature]*
) **Partner**
)

SIGNED AND DELIVERED

By the withnamed

"PURCHASER/S"

~~MR./MRS./MISS~~ Innovative
Ideals & Services (India)
Pvt Ltd.

In the presence of

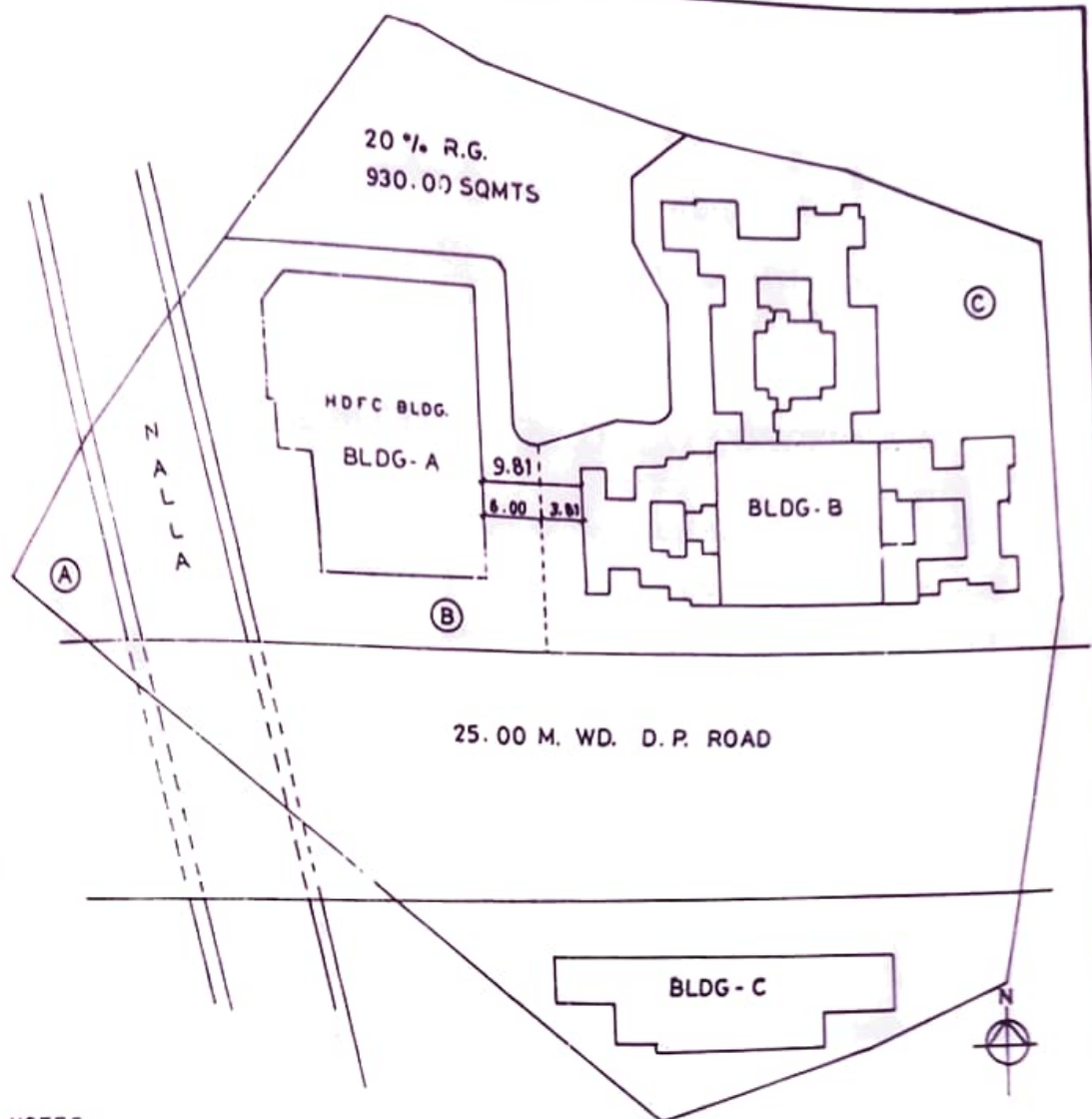
[Signature]

WITNESSES:

- 1.
- 2.



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NOTES.

DESCRIPTION	LAND AREA SQMTRS.	BUILT UP AREA / F.S.I. SQMTRS.
1) NET AREA OF PLOT A+B+C = 4595.00		8806.63
2) TOTAL PERMISSIBLE F.S.I ON PLOT A+B+C		
3) LAND AREA OF HDFC BLDG. 'A' (INCLUSIVE OF PROPORTIONATE R.G) (3513.30 X 4595.00 / 8806.63)	1833.12	395.30
4) BUILT UP AREA OF HDFC BLDG. 'A'		
5) LAND AREA OF RESI./COMM. BLDG. 'B' (INCLUSIVE OF PROPORTIONATE R.G)	2761.88	5293.33
6) BUILT UP AREA OF RESI./COMM. BLDG. 'B'		
7) 20% R.G FOR BLDG A & B ONLY. (930.00)	335.00	
8) NALLA (PLOT-E)	2100.00	
9) D-P ROAD (PLOT-F)	925.00	
10) PLOT-D (ECO HOMES)	7955.00	



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ARCHITECT

ASHOK GANDHI

PLAN SHOWING PLOT BEARING C.T.S. NO:154,155.
OF VILLAGE GOREGAON, TALUKA BORIVALI, IN
OSHIWARA DISTRICT CENTRE, ADMEASURING
7955.00 SQMTRS.

ANNEXURE "C"

P. VAS
B.Sc. LL.B.
Advocate High Court

9, "Gordon Villa", 1st Floor
18, Hill Road, Bandra,
Mumbai - 400 050.

Tel : 6423134 / 6433411 / 6511797
e-mail : vas1979@vsnl.net

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TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have investigated the title of Modern Tiles Co. Pvt. Ltd., a company incorporated under the Indian Companies Act VIII of 1913 and now deemed to be incorporated under the Companies Act, 1956 and having its registered office at 209, "Udyog Bhavan", Sonawala Road, Goregaon (E), Mumbai - 400 063 (hereinafter called "the said owners") to the property more particularly described in the First Schedule hereunder written and hereinafter referred to as 'the said property'.

By virtue of an Indenture of Conveyance dated 31st December 1960 registered with the Sub-Registrar of Assurance, Mumbai, under Serial No. 2/61 on 1st February 1962, the said owners became absolutely entitled to all that piece or parcel of land lying, being and situate at Goregaon, Taluka Borivli, District Mumbai Suburban bearing Survey No.115, Hissa No.4, admeasuring 31 ½ gunthas equivalent to 3811 sq.yards i.e. 3186.38 sq.metres and all that piece or parcel of land also lying, being and situate at Goregaon, Taluka Borivli, District Mumbai bearing Survey No.110, Hissa No.1 (Pt.), admeasuring 1 acre 11 ½ gunthas equivalent to 7444 sq.yards i.e. 6474.76 sq.metres.



By virtue of another Indenture of Conveyance dated 31st December 1960 registered with the sub-Registrar of Assurances, Mumbai, under Serial no. 3/61 on 1st February 1962, the said owners became absolutely entitled to all that piece or parcel of land lying, being and situate at Goregaon, Taluka Borivli, District Mumbai Suburban bearing Survey No.110, Hissa No.1 (Pt.) admeasuring 24 gunthas equivalent to 2904 sq.yards i.e. 2428.03 sq.metres.

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All the aforesaid properties have now been given C.T.S. Nos. 154 and 155 of Village Goregaon, Taluka Borilvi, District Mumbai Suburban and are totally admeasuring 74955 sq.metres and are more particularly described in the First Schedule hereunder written and hereinafter referred to as ' the said larger properly'.

Mumbai Metropolitan Regional Development Authority (hereinafter called 'MMRDA') is an authority appointed under the Mumbai Metropolitan Regional Development Authority Act, 1974 (Maharashtra Act IV of 1975) having the power to acquire, hold and dispose of properties under the provisions of the said Act.

In exercise of its powers conferred by Clauses (c) of Sub-Section (1) of Section 40 of the Maharashtra Regional and Town Planning Act, 1996 (MRTP ACT) and all other powrs enabling it in this behalf, the Government of Maharashtra appointed MMRDA as the Special Planning Authority for planning and developing the Oshiwara District Centre Notified Area, more particularly described in Notification No.TPB/4382/26/UDS dated 18th June 1982 promulgated in this behalf and in exercise o fits powrs conferred by Clause (d) of Sub-Section (3) of Section 40 of the MRTP Act, the MMRDA Submitted to the State Government its proposal for planning and development of lands either belonging to or vested in it or acquired or proposed to be acquired under provisions of Section 116 read with Section 1263 of the said MRTP Act and situated in the said Notified Area of Oshiwara District Centre and the State Government was pleased to approve such planning proposal vide Notification No. TPB/4391/2885/UD-11 dated 16th January,1992, hereinafter referred to as 'Planning proposals'.

The said planning proposals inter alia provided that th eland so acquired by MMRDA will in turn be givesn back to the said owners on lease for a period of 60 years on payment of lease premium and the said owners shall be responsible for carrying out the development of the said lands as per the guidelines laid down by the MMRDA at their own cost and will be free to sell the premises in the open market.

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Under the scheme mentioned above, the said larger property more particularly described in the First Schedule hereunder written was acquired by MMRDA through the Land Acquisition Officer (4) , Mumbai Suburban District, vide his Award No. LAQ/SR.201 under Section 11 of the Land Acquisition Act, 18594 passed on 06.03.1996 for a nominal acquisition price of Re.1/- subject to the development rights being given to the said owners for the said larger property more particularly described in the First Schedule hereunder written with a right to sell or otherwise dispose of the premises so constructed by the said owners in the open market.

By an Agreement to Lease dated 5th October 2001 made between MMRDA (therein called ' The Authority ') of the One part and the said owners, therein called 'the intending lessees' of the Other Part, MMRDA agreed to lease the said larger property of the said owners for the lease rent and on the terms and conditions contained in the said larger property to the said owners for the lease rent and on the terms and conditions contained in the said Agreement to Lease. As per the terms and conditions of the said agreement to lease, rent is payable only in respect of the land used for commercial and para-commercial purpose and no rent is payable for land to be used for residential purpose and public amenities.

Under the circumstances mentioned hereinafter the said owners became entitled for development rights in respect of the said larger property as per the scheme of MMRDA and as per the plans to be sanctioned by the Municipal Corporation of Greater Mumbai.



This said larger property has been sub-divided into 5 plots viz. Plot A, Plot B, Plot C, Plot D and Plot E.

Plot B comprises of existing 25 metres wide D.P. Road passing through the said larger property dividing the said larger property into two portions, one portion comprising of Plot C on the Southern side and the other portion comprising of Plot A, Plot D and Plot E the Northern side of the said 25 metres wide D.P. Road.

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Plot D comprises of nallah (City Drain), which shall not be part of the scheme as the same shall be retained with MMRDA, however , the F.S.I. in respect of the area covered by the nallah and a portion of the D.P. Road has been allowed to be utilised on Plot A.

The said owners have already granted development rights in respect of the said Plot C to one M/S Ecohomes India Pvt. Ltd. Wherein a building marked as Bldg.-C is being constructed by the said Ecohomes India Pvt. Ltd.

As per the earlier sanctioned proposal of Oshiwara District Centre a part of the said Plot A was earmarked for parking and the remaining portion was earmarked for commercial. However , the same has since been modified by MMRDA as per which the said owners are required to provide 26 public car parking spaces t MMRDA free of cost as more particularly mentioned hereinafter. As per the Government Notification No. TPB 432001/1356/CR-34/2002/UD-11 dated 19th September 2002, the said owners are entitled to develop 50% of the area of the said larger property for residential purpose and balance 50% for commercial purpose. The said owners are constructing a commercial building for HDFC on portion of Plot A consisting of stilt and seven upper floors consuming 3513.30 sq. metres of the Municipal F.S.I. and now the balance potential on the remaining portion of the said Plot A is approximately 5293.33 sq.metres out of which 1151.72 sq.metres is proposed to be utilised for commercial purpose and the balance area of 4141.61 sq.metres is proposed to be used for residential purpose.

The MCGM vide their letter No. CE/1152/HR/MS/LOP dated 19th October 2002 has approved sub-division and amalgamation. The Collector, MSD and City Surevey Authorities will be approached by the said owners to obtain separate Property Register Cards in respect of each sub-divided plot in terms of the sanctioned layout.

As per the Planning Proposals of Oshiwara District Centre, the infrastructure is required to be developed by MMRDA has already developed the said 25 metres wide D.P. Road and in lieu of Portion of the

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said D.P. Road which will be retained by MMRDA the said owners are entitled for compensatory F.S.I.

Since the plot is forming part of Oshiwara District Centre, the said owners are entitled for 1.5 FSI (Floor Space Index) for the entire property including the area falling under D.P. Road / nallah , etc.

The area of Plot A is 4595 sq. metres. The said owners are constructing a commercial building consuming a total FSI of 3513.30 sq.meres shown as Building A for HDFC on a portion of Plot A on the western side of HDFC building and nallah. On the remaining portion of the land of the Eastern side the said owners are intending to construct a residential cum commercial building which building is marked as Building B, having an FSI of 5293.33 sq.mertes and the area of the said portion of the land is 2761.88 sq.metres. The total area of the Plot A is 4595 sq.metres and the said plot is more particularly described in the Second Schedule hereunder written and is hereinafter referred to as 'the said Plot A'. The FSI available in respect of the said Plot A comprises of its own FSI of the said plot as well as the proportionate FSI of Plot B i.e. 25 mertes wide D.P. Road, nallah i.e. Plot D and the Plot E, thus the total FSI of 8806.63 sq.metres is available for construction in respect of the said Plot A. Out of the said FSI of 3513.30 sq.meres is used for the said HDFC building i.e. Building A and 5293.33 sq.metres FSI is used for the said Building B. In the said Plot A, an area of 930 sq.metres is earmarked as 20% R.G. i.e. recreation ground for the entire Plot A. The said owners have informed that there will not be any sub-division between the said two portions wherein Building A and B are constructed , save and except a nominal line. The said Building A and the said Building B shall each be entitled to enjoy the open spaces. The said potion of Plot A wherein the said Building B is proposed to be constructed is more particularly described in the Third Schedule hereunder written and is hereinafter referred to as ' the said property'.

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As per the Planning Proposals Sanctioned by MMRDA 26 parking spaces are required to be provided and are marked as 'MMRDA Parking'. The said 26 parking spaces shall be partly in the form of open spaces and partly under the stilt area.

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By an Agreement of Joint Venture dated 28th November 2002 made between the said owners, therein called the "Owners" of the One Part and J.V. Construction & Developers , a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its office at A/101, "Panchasheel Presidency", off 90 feet Road, Mahavir Nagar, Kandivli-w, Mumbai-400 067, therein and hereinafter called 'the said Developers' of the others part, the said owners and the said Developers agreed to develop the said property more particularly described in the Third Schedule hereunder written as a joint venture on the terms and conditions contained in the said Agreement of Joint Venture.

The individual obligations on the par of the said Developers respectively are enumerated in the said Agreement of Joint Venture.

In my opinion, subject to what is stated hereinabove, the title of the said owners to the said property is clear and marketable and free from all encumbrances and reasonable doubts and the tenure of the said land is leasehold.

Pursuant to the aforesaid Agreement of Joint Venture dated 28.11.2002, the said owners along with the said Developers are entitled to sell the flats and commercial premises in the building being constructed by them on the said property to prospective purchasers on what is known as ownership basis under the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management & Transfer) Act, 1963 and receive the consideration thereof.



THE FIRST SCHEDULE ABOVE REFERRED TO :

Brihanmumbai Municipal Corporation, District Mumbai Suburban, Taluka Borivali, Village Goregaon. All those pieces or parcels of land or ground situate lying and being at Goregaon , Taluka Borivli, District Mumbai Suburban in Brihanmumbai bearing C.T.S.Nos. 154 and 155 and admeasuring and bearing particulars as under:

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Sr. No.	City Survey No.	Area of land in sq. mts.
110/1 pt.	155	4768.00
115/4 pt.	155	3163.30
115/4 pt.	154	23.70
Total :		7955.00

Which property is sub-divided by a natural sub-division by virtue of existing 25 metres wide D.P. Road comprising of plot B, sub-dividing it into two portions, one portion being Plot C on the Southern side and the other portion comprising of plot A, Plot D and Plot E on the Northern side of the said D.P. Road. The said entire property is bounded as follows :

- On North : Part of Nallah and S.No. 115, C.T.S. No. 153 (1 to 50)
- On South : S.No. 8, C.T.S. Nos. 5 & 6 Pt. Known as Karimi Park
- On East : S.No. 110, H.No. 10, S.No. 115, C.T.S. No. 153 (1 to 50)
- On West : S.No. 9, C.T.S. Nos. 5 & 7 Pt. And 5 & 7 and Nallah.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land marked as Plot A in the layout plan annexed hereto forming part of the larger property more particularly described in the First Schedule hereinabove written, which Plot A admeasures about 4595 sq. metres and having an FSI of 8800.63 sq. metres bears C.T.S. Nos. 154 and 155 (Pt.) and is bounded as under :

- On or towards the North : By C.T.S. No. 153
- On or towards the South : By existing 25 metres wide D.P. Road
- On or towards the East : By s.No. 110/1, C.T.S. Nos. 153
- On or towards the West : By Nallah.



THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land being the Eastern portion of the said Plot A wherein the said proposed Building B is shown in the layout plan admeasuring 2761.88 sq. metres and having an FSI of 5293.33 sq.

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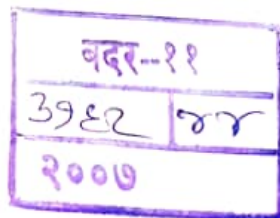
metres and bearing C.T.S. Nos. 154 (Pt.) and 155 (Pt.) and is bounded as under :

- On or towards the North : By C.T.S. No. 153
On or towards the South : By existing 25 metres wide D.P. Road
On or towards the East : By S.No. 110/1, C.T.S. NO. 153
On or towards the West : By commercial building under construction for HDFC Building.

Mumbai dated this 3rd day of June 2003.

Sd/-

(P. VAS)
Advocate



ANNEXURE "E"

DESHMUKH PARK - OSHIWARA, D.C., GOREGAON .W.

internal access road



TYPICAL FLOOR PLAN (1st TO 7th)

TYPICAL FLOOR PLAN
COMMERCIAL (1st TO 6th)

TYPICAL FLOOR PLAN (1st TO 7th)

Shri J. V. Constructions & Developers

Pradeep Vasani

G. A. to Modern Tiles Co. P.

Pradeep Vasani

Jayant Patel / Visint...



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DRAWING NOT TO SCALE.

HDFC BUILDING

Proposed Building on Plot bearing C.T.S.No. 154,156,
of village Goregaon, of taluka - Borivali. Mumbai.

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ANNEXURE "G"

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OFFICE OF THE
EX. ENGR. IN CH. PROPL. (W.S.) R & P WARD
D. DISTRICT MUNICIPAL MARKET BLDG.
KARNATAK ROAD, MUMBAI-400 057

THIS I.O.D / C.C. IS ISSUED SUBJECT
TO THE PROVISIONS OF URBAN LAND
CEILING AND REGULATIONS ACT 1974

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

No. E. B./CE/ 8580 | BP (WS) | BS/AP of 200 200

MEMORANDUM

M/s. Modern Tiles Co. Pvt.Ltd.

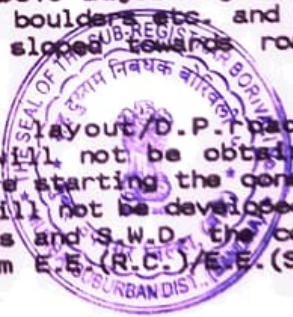
Municipal Office,

Mumbai.
123 MAY 2003²⁰⁰

With reference to your Notice, letter No... 337... dated... 10/11/2003 and delivered on
.....200.... and the plans, Sections Specifications and Description and further particulars
and detail of your building at Proposed residential-cum-commercial bldg.No.2
on plot brg. C.T.S. Nos. 154 and 155 of Village Pahadi, Oshiwara Dist. *
furnished to me under your letter, dated.....200..... I have to inform you that I cannot approve
of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you
under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval
by thereof reasons :- * Goregaon (West).

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

1. That the C.C. under Sec. 44(69)(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27)
3. That the low lying plot will not 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, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specification for layout/D.P. road/access roads/development of setback land will not be obtained from E.E.Road Construction(W.S.) Z-IV before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D) of W.S.Z-IV before submitting B.C.C.
5. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3)(ix) will not be submitted by him.
6. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
7. That the sanitary arrangement for workers shall not be proved as per Mu. Specifications, and drainage layout will not be submitted before C.C.



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8. That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/E.E.T. & C./E.E.D.P./D.I.L.R. before applying for C.C.
9. That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land/D.P. Road free of compensation and that the setback/D.P. Road handing over certificate will not be obtained from Ward Officer/E.E.D.P. that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
10. That the Indemnity Bond indemnifying the Corporation for ownership disputes, damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
11. That the requirements of N.O.C. of E.E.(S.W.D.), E.E.T. & C., E.E.R.C., E.E.(Sew.), E.E.W.W. will not be obtained and the requisition will not be complied with before occupation certificate / B.C.C.
12. That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.
13. That extra water and sewerage charges will not be paid to A.E.W.W.P/South ward before C.C.
14. That the N.O.C. from A.A. & C. (P/South) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
15. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
16. That the regd. u/t. from the developer to the effect that meter cabin, still portion, shall not be misused in future shall not be submitted before requesting for C.C.
17. That the development charges as per M.R.T.C. Act (Amendment) shall not be paid.
18. That the provision from B.S.E.S. / M.T.N.L. shall not be made.
19. That the conditions mentioned in the release letter of M.M.R.D.A. under complied with.
20. That the P.C.O. charges shall not be paid to Insecticide Officer before requesting for C.C.



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21. That separate P.R.C. for setback in the name of M.C.G.M. shall not be submitted before requesting balance F.S.I.
22. That the proportionate sewerage line charges as worked out by Dy. Chief Engr. (Sew. Plg.) will not be paid in that office before C.C.
23. That the Janata Insurance Policy shall not be submitted before C.C.
24. That the true copy of the sanctioned layout/subdivision/amalgamation approved under No. CE/ /LOP dt. alongwith the T & C thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
25. That the requisitions of clause 45 & 46 of DCR-91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
26. That the Regd. U/t. shall not be submitted for payment of difference in premium paid, and calculated as per revised land rates.
27. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
28. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
29. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
30. That the regd. U/t-cum-Indemnity Bond shall not be submitted before approval of plan stating that the owner/developer is aware of the existing municipal dumping ground in close vicinity of their plot or the developer or his agent etc. shall not complain about the nuisance from the dumping ground by virtue of subsequent development on the plot and the developer shall declare this fact by way of a clause in agreement to the intended purchaser of the Residential/Commercial/Industrial units in their property.

CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

1. That the plinth/stilt height shall not be got checked by this office staff.
2. That the water connection for construction purposes will not be taken before C.C.

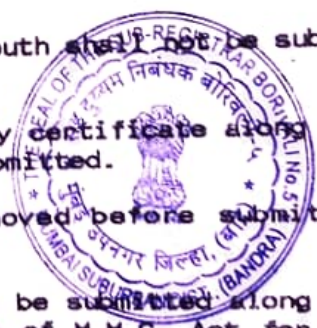
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3. beyond proved That the plan for Architectural elevation and projection proposed building line will not be submitted and got approved before C.C.

4. any That the permission for constructing temporary structure of any nature shall not be obtained.

C- GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

1. That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.6.1978.
2. That 10'-0" wide paved pathway upto staircase will not be provided.
3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
5. That carriage entrance shall not be provided before starting the work.
6. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
7. That the non-agricultural permission/revised N.A. shall not be submitted before occupation.
8. That terraces, sanitary blocks, nahans in kitchen will not be made Water proof and same will not be provided by method of ponding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
9. That final N.O.C. from H.E.(Deptt.) / E.E. (S.W.D.) / E.E.(R.C.)/ E.E.(T.&C.)/ E.E.(sew) shall not be submitted before occupation.
10. That final N.O.C. from A.A.& C. P/South shall not be submitted before occupation.
11. That Structural Engineer's stability certificate along with R.C.C. design canvas plan shall not be submitted.
12. That the debris shall not be removed before submitting B.C.C.
13. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.



बंदर-११
3982/45
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23 MAY 2003

14. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.
15. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
16. That some of the drains shall not be laid internally with C.I. Pipes.

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

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

THIS DOCUMENT IS SUBJECT
TO THE PROVISIONS OF URBAN LAND
CEILING AND REGULATIONS ACT 1976.

bkc:\8580may

[Signature]
Executive Engineer,
Bldg. Proposal (W.S.) P & K/W Ward



बदर-११
37 82



No.TCP(P-2)/ODC/32.90/182/2003

Date 28.11.2003

To,
The Executive Engineer,
Building Proposals,
Western Suburbs, P- Wards,
Brihan Mumbai Municipal Corporation,
Dr.Babasaheb Ambedkar Market Bldg.,
Kandivali (West),
Mumbai-400 067.

SUB : Proposed Commercial cum Residential building no.2 on plot (sub plot A, B &C) bearing CTS No.154 & 155 of village Goregaon, situated at Oshiware District Center. For M/s.Modern Tiles Company Pvt. Ltd. Permission up to plinth level only.

Sir,

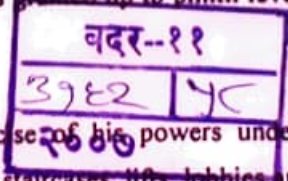
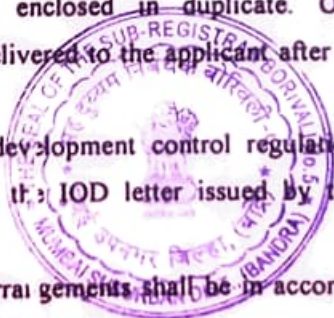
We enclose herewith the Commencement Certificate along with plans for development of the proposed Commercial cum Residential building no.2 on plot (sub plot A, B &C) bearing CTS No.154 & 155 of village Goregaon, situated at Oshiware District Center in favour of M/s. Modern Tiles Company Pvt. Ltd. from Ground (part)+ Stilt(part) + 3 upper floors. The permissible built up area on this plot is 5858.63sq.m. The loading of D.P road area on this plot is 2948.00sq.m. The total built up area on this plot including loading of D.P.Road area is therefore is 8806.63 sq.m. The proposed built up area up to 3rd floor of the building no. 2 is 2751.16sq.m. The built up area of commercial building no 1 on this plot is 3513.30 sq.m. The built up area of building no.1 & 2 after construction up to 3rd floor of bldg.no.2 will be 6264.46 sq.m.

2. The Commencement Certificate is enclosed in duplicate. One copy of the Commencement Certificate may be delivered to the applicant after the compliance of the following conditions:

- That all the rules and regulations, development control regulations and buildings bylaws and conditions mentioned in the IOD letter issued by the BMC shall be complied with;
- That the drainage and water supply arrangements shall be in accordance with overall arrangements made by the MCGM/MMRDA for this land;

3. The enclosed Commencement Certificate is granted up to plinth level only. The plinth area admeasures about 794.42 sq.m.

- The Metropolitan Commissioner in exercise of his powers under DC Regulation 35(2)(c) has exempted the built up areas of staircases, lifts, lobbies and passages as per MMRDA's resolution no. 699 dated 1st Sept.,1996 and on receipt of letter no. nil dated 31/12/2002 in this regard from the applicants.



5. The joint plinth checking along with BMC's staff shall be arranged with prior appointment. The further CC for the super structure will be issued after the satisfactory completion of plinth checking as per approved drawings.
6. When building is proposed to be raised beyond Gr. + Stilt + 3 upper floors, deficiencies in marginal open spaces will occur. These will be condoned on payment of premium as applicable prior to issue of relevant Commencement Certificate ;
7. The Commencement Certificate up to plinth level is issued in respect of the following drawings:-

Sr.No.	Drg. nos.	Description
1.	1/4	Plot area diagram, Block plan, Location Plan etc.
2.	2/4	Ground floor plan & Typical floor plan
3.	3/4	Typical floor plan, Terrace floor plan and Section
4.	4/4	Line diagram and area calculations

8. Two sets of above drawing duly signed by the undersigned are enclosed herewith.
9. You are requested to communicate to this office the date of issue of the Commencement Certificate to the applicant.

Yours faithfully,

V.K. Phatak

(V.K. Phatak)
Principal Chief,
T&CP Division.

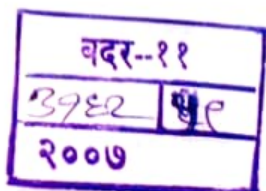
Encl:

- 1) C.C. in duplicate.
- 2) A set of drawings.

Copy to:

1. Shri. Ashok Gandhi, Architect,
1-Saikripa Apts.
L.T.Road,
Opp. Saint Anni's School,
Borivali(W),
MUMBAI - 400 092

2. The Director,
M/s. Modern Tiles Co. Pvt. Ltd.
209. Udyog Bhavan,
Sonawala Road,
Goregaon (E),
MUMBAI-400063.



BRIHANMUMBAI MAHANAGARPALIKA

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

NO. CHE / 8580 /BP (WS)/AP / 17 JUN 2003

COMMENCEMENT CERTIFICATE

To, Shri M.M. Deshmukh, C.A. to Owner,
of M/s. Modern Tiles Co. Pvt. Ltd.

Office of the
En. Eng. Bldg. Prop. (W.S.) P & R Ward
St. Babasaheb Ambedkar Market Bldg
Santivadi (West) Bombay - 400 087

Sir,

With reference to your application No. 6549 dated 10.01.2003 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 348 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed Residential - cum - Commercial Bldg.
C.T.S. No. 154 & 155 No. 2
at premises at Street _____
Village Pahadi Plot No. _____
situated at Oshiwara Dist. Centre, Goregaon (W) Ward _____ P/South _____

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

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

Shri S.K. Godbole

The Municipal Commissioner has appointed _____ Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is restricted for work upto 1st slab level of Wing A, B, C, D & E.

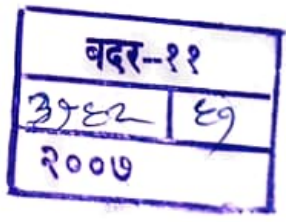
For and on behalf of Local Authority
Brihanmumbai Mahanagarपालिका
3982
2009
Asst. Engineer, Building Proposal (West. Sub.)
'P' & 'R' Wards

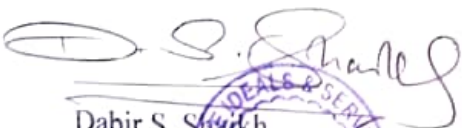
FOR
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

11/04/2007

To Whomsoever It May Concern

We hereby authorize our Director Mr. Maqsood D. Shaikh to endorse his signatures on our behalf on all government documents including registration documents of the property namely E-wing 202, Deshmuka Park, Goregaon, Mumbai




Dabir S. Shaikh
Director




Tazyee M. Shaikh
Director



SKY PARK



CO-OPERATIVE HOUSING SOCIETY LIMITED

Registered under M.C.S Act. 1960

No. MUM/WP/HSG/TC/13544/2006-07 Dated 17.08.2006

MMRDA CTS No. 154/155, Near Oshiwara Garden, MMRDA District Centre,

Ajit Glass Lane, Off S. V. Road, Goregaon (W), Mumbai - 400 104.

No. 104

Authorized Share Capital Rs. 2,00,000 divided into 4000 Shares of Rs. 50/- each only. Member's Register No: 3/032 Share Register No. 102

THIS IS TO CERTIFY that Shri / Smt. / M/s. INNOVATIVE IDEALS #

SERVICES (INDIA) PVT. LTD. of FLAT / SHOP / COMM. PREMISES

No E/202 is the Registered Holder of ^{10 (Ten)} ~~5 (five)~~ Shares from No. 536 to 545 of 1000/- (Rupees One Thousand only) in SKY PARK CO-OPERATIVE HOUSING SOCIETY LTD. subject to the Bye - Laws of the said Society and that upon each of such

Shares the sum of Rupees ^{One hundred} ~~Fifty~~ only has been paid.

Given under the Common Seal of the said Society at Mumbai this 21st day of

October, 2007. 2012.




Treasurer

Hon. General Secretary

Chairman

[P.T.O.]

Memorandum of the Transfers of the within mentioned Shares

Sr. No. of Transfer	Date of General Body/ Managing Committee Meeting at which Transfer was approved	To whom Transferred	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor are registered	Sr. No. in the Share Register at which the name of the Transferee is recorded
1	2	3	4	5
	17.12.2017 	M/s INNOVATIVE IDEALS & SERVICES (INDIA) LTD.  Hon. General Secretary	132	155  Chairman
2	Treasurer	Hon. General Secretary		Chairman
3	Treasurer	Hon. General Secretary		Chairman
4	Treasurer	Hon. General Secretary		Chairman
5	Treasurer	Hon. General Secretary		Chairman

