

ORIGINAL

BDR-4/11507/11

A G R E E M E N T

F O R

S A L E

JYOTI TOWER

D.N. Nagar Jyoti Co-Op Hsg Soc Ltd, Cosmopolitan College,
D.N. Nagar, opp. Versova Police Station,
Andheri (West), Mumbai - 400 053

Developers

PUSHPAK ZENAL DEVELOPERS

MUMBAI - 400 057



Thursday, December 29, 2011

11:05:54 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 11577

गावाचे नाव अंधेरी

दिनांक 29/12/2011

दस्ताऐवजाचा अनुक्रमांक वदर4 - 11507 - 2011

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव:पुष्पक बुलियन्स प्रा लि चे संचालक चंद्रकांत नरसिंहदास पटेल -
AABCP9537H


नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 1300.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (65)

एकूण रु. 31300.00

आपणास हा दस्त अंदाजे 11:20AM ह्या वेळेस मिळेल


दुय्यस निबंधक
अंधेरी 2 (अंधेरी)

बाजार मूल्य: 31547100 रु. मोबदला: 33235000रु.

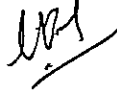
भरलेले मुद्रांक शुल्क: 1662000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: अक्सिस बँक लि, मुंबई;

डीडी/धनाकर्ष क्रमांक: 044982; रक्कम: 30000 रु.; दिनांक: 26/12/2011





मूल्यांकन प

दिनांक 29/12/2011

मूल्यांकन 2011
 जिल्हा मुंबई(उपनगर)
 प्रमुख मूल्य विभाग - 39-अंधेरी (अंधेरी)
 उपमूल्य विभाग - 39/198 अ -भुभाग:खालील सिटीएस न मधील मिळकती

दिनांक 29/12/2011

मिळकतीचा क्रमांक इतर --
 नागरी क्षेत्राचे नांव मुंबई(उपनगर)
 मिळकतीचे वर्ग बांधीय



बाजार मूल्य दर तक्त्यानुसार
 एन्ट्री चौ. मीटर मल्लानुसार

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने
81,500	135,900	169,900	212,400

मिळकतीचे क्षेत्र	185.68	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	कार्यालये		उद्दवाहन सविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजला	1 (Rule 14)

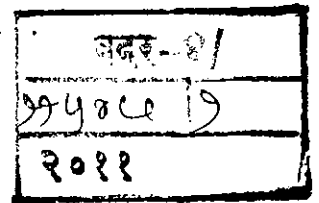
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * घसारा टक्केवारी (Rule 5 or 8)
 = 169,900.00 * 100.00 / 100
 = 169,900.00

A) मुख्य मिळकतीचे मूल्य = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * मिळकतीचे क्षेत्र * मजला निहाय घट/वाढ (Rule 19 or 20)
 = 169,900.00 * 185.68 * 100.00 / 100
 = 31,547,032.00

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य +
 बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य
 = A + B + C + D + E + F + G + H
 = 31,547,032.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00

M.V. = 31,547,032.00

A.V. → 3,32,35,000/- high



Customer Copy

Deposit Slip, New Marine Lines, Mumbai
 Date: 20/12/2011
 Pay to: AXIS BANK LTD. A/c Stamp Duty

Franking Value	Rs.	1662000
Service Charges	Rs.	10
Total	Rs.	1662010

Name and address of Stamp duty paying party:
 PUSHPAK BULLDOZERS PVT LTD
 900/7, NEW MARINE LINES BLDG
 9, SAURABH APARTMENT, SHAHAJI RAJE MARG
 NEW MARINE LINES, MUMBAI 400 57

AXIS BANK LTD. NEW MARINE LINES BLDG
 9, SAURABH APARTMENT, SHAHAJI RAJE MARG
 NEW MARINE LINES, MUMBAI 400 57

Stamp Duty: 6 DEC 2011
 420000

Drawn on Bank: AXIS BANK MARINE LINES

(For Bank's Use only)

Tran ID
 Franking Sr. No.
 Officer



बदर-8/
 99406/2
 2011

उमद मुद्रांक फ्रँकिंग अर्जा बजावले वेप लागू करवले ह कायदम. संपादित
 प्राधिकृत अधिकार्यांशी सुसंगतपणे त्रुटि करवले वीर जाकडून आला.

29-12-11

सह दुय्यम निबंधक

[Signature]

AXIS BANK LTD
 Court Chaudhary,
 35, St. Vitthaladas T. Marg,
 New Marine Lines,
 Mumbai-400 020.
 D-5/PP/MUZ/R/1044/02/05-07-70/2008
 DARSHAN SHAH

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai on this 26th day of December 2011. (Two Thousand Eleven)

AMONG

M/S. PUSHPAK ZENAL DEVELOPERS a Joint Venture Partnership between Zenal Construction Pvt. Ltd. and Pushpak Developers, having its Registered Office at Shop No: 6, Saurabh Apartment, Shahaji Raje Marg, Vile Parle (East), Mumbai 400 57, hereinafter called "THE SELLER" (which expression unless it be repugnant to the context or meaning thereof shall mean and include the respective successors of the Joint Venture partners and assigns of the firm) of

FIRST PART;

AND

[Signatures]

[Handwritten initials]

INDIA
 67109
 142166
 1662000-PR5386
 14:41
 SPECIAL ADHESIVE
 DEC 26 2011



दस्तावेजाचा प्रकार (Nature of Document)	Agreement of Sale
दस्त नोंदणीचा हप्त्याचा विवरण (Registration Details)	Reg. No. / Non Registrable
दस्तावेजाचे मालक (If Registrable Name of S.R.O.)	Individual
दस्तावेजाचे मालक (Proprietor)	450H Tower, D. N. Wadia Velsora, Andheri (W) MUM 16 6 2000 / -
मुद्रांक खरेदीसाठीचे नाव (Stamp Purchaser Name)	Pusubax Bullion Pvt Ltd
दस्तावेजाचे दुसऱ्या पक्षाचे नाव (Name of the other Party)	Pusubax 2nd & over pages
दस्तावेजाचे मालक (If through Name & Address)	905, 906 Jewel world building Colaba, Mumbai - 2
मुद्रांक शुल्काचे प्रमाण (Stamp Duty Amount)	Sixteen Lacs sixty two thousand only
दस्तावेजाचे मालक (Signature & Seal)	<i>[Signature]</i>



वक्र-४१
99400/3
२०११

M/S. ZENAL CONSTRUCTION PRIVATE LIMITED, a company duly registered under the Companies Act, 1956 and having its Registered Office at Shop No.6, Saurabh Apartments, Sahaji Raje Marg, Near Bhuta School, Vile Parle (East), Mumbai 400 057, hereinafter for brevity sake referred to as "THE DEVELOPER/PROMOTER" (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 **SECOND PART**

AND

MR./MRS. _____

_____, Indian Inhabitant/s residing at _____

OR

PUSHPAK BULLIONS PVT LTD Represent by it's
MR. CHANDRAKANT NARSINHIDAS PATEL.

_____, a Company incorporated under the Indian Companies Act, 1913 / 1956 having its Registered Office at 905/906, Jewel World Building, 9th Floor, Kalbadevi Road, Mumbai - 400002.

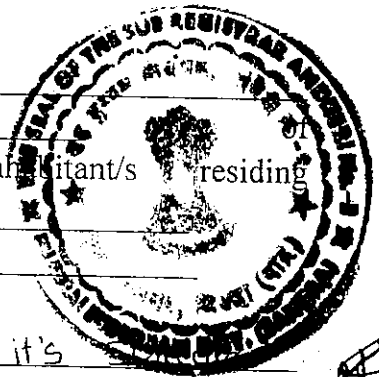
OR

M/S. _____ a Partnership Firm, carrying on business at _____

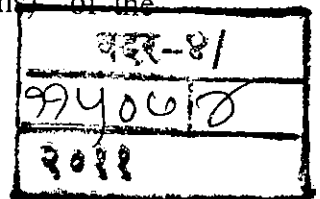
hereinafter called "THE PURCHASER/S, INVESTOR/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (i) in case of individual/s, such individual/s, his/her/their respective heirs, executors, administrators and assigns; (ii) in case of a company, its successors and assigns; (iii) in case of a firm, the partner/s for the time being thereof, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the last such survivor/s and his/her/their assigns) of the **THIRD PART**

WHEREAS:

- (a) Originally D.N. NAGAR JYOTI CO-OPERATIVE HOUSING SOCIETY LTD. (hereinafter referred to as "The said society") registered under No. BOM/HSG/1826 of 1986, under the provisions of the Maharashtra Co-operative Society Act, 1960 (hereinafter briefly referred to as the "Said Society"), for the benefit of all its 40 members, held as the Lessee of MHADA and was entitled to, the piece of land admeasuring about 1223.21 Sq. Meters situated at D.N. Nagar, Near the Cosmopolitan College, Opp. Versova Police Station, Andheri (W), Mumbai 400 053, bearing Survey No: 106 - A, City Survey no. 195 (Part) of Village Andheri at D.N. Nagar in the Registration District and Sub District of Mumbai and Mumbai District along



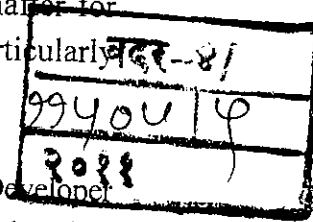
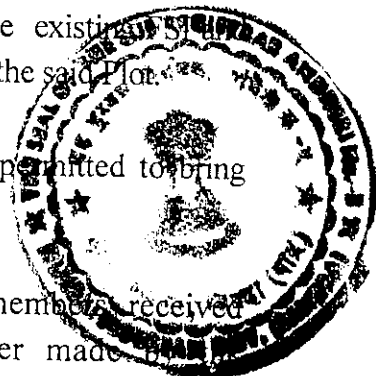
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Handwritten initials and signatures: "P.P.S.", "Pate", and "W-1".

with ownership of the Buildings nos. 8A & 8B and other structures standing thereon;

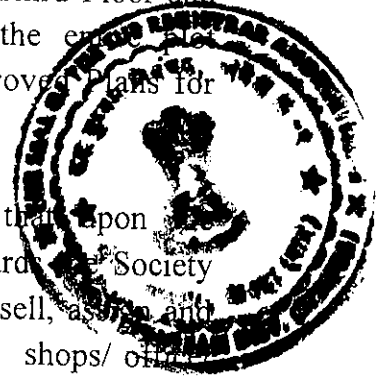
- (a) The buildings of the Society's members having been constructed prior to 26 years and were in a dilapidated condition as certified by Structural Engineer appointed by the Society and required frequent major heavy repairs;
- (b) The Society and its members in a General Meeting of its members dated 21.01.2006 took unanimous decision to get the property redeveloped.
- (c) In the said General Meeting dated: 21.01.2006, after taking decision of redevelopment, it was also decided and confirmed that the entire existing the additional FSI in form of TDR or other FSI, generated from the said Plot.
- (d) It was also decided to call for bids and members were also permitted to bring suitable offers for the proposed Development;
- (e) In the aforesaid manner, the Society representing its members received various offers from number of builders and the Offer made by the Developer herein was accepted and the Developer was appointed to be Society's Developers;
- (f) The Society for its members is absolutely seized and possessed of or otherwise well and sufficiently entitled to as the Lessee of MHADA, leasehold rights for the period of 99 years commencing from 01.06.1982 in respect of all the piece and parcel of land, situated at D.N. Nagar, Andheri (W), Mumbai 400 053, bearing Survey No. 106 - A, and bearing the City Survey No. 195 (part) of Village Andheri, in the Registration District and Sub District of Mumbai and Mumbai District admeasuring 1223.21 sq. meters or thereabout along with the Buildings nos. 8A & 8B with community hall structures standing thereon. The land comprised in the said property of the said Society is hereinafter for the sake of brevity referred to as "The said Property" and more particularly described in the First Schedule hereunder written.
- (g) In exercise of the Powers granted to them by the Society the Developer approached the office of MHADA and have submitted building plans showing inter-alia the scheme of constructing tenements of the size agreed meant exclusively for the members from the F.S.I / T.D.R rights retained by them;
- (h) The Developer have thereafter obtained required further permissions/ approvals from the Office of MHADA for (a) utilization of 2.4 F.S.I on the entire property (b) change of user from residential to commercial in respect of the area to be used as for commercial purpose;
- (i) After signing of the Development Agreement dated: May 28, 2007, duly Registered with the Office of the Joint Sub-Registrar of



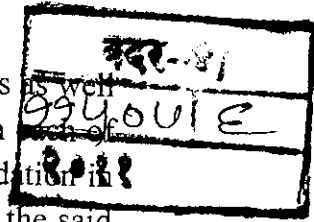
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 Party

Assurances. Andheri - 4 , MSD under Sr. No: BDR 15 - 04044 - 2007, which inter alia provided that of the total construction on the said property the Developer would at their costs, construct for and allot to each member a flat having the Carpet Area admeasuring 475 Sq. Ft Carpet Area (inclusive of permissible balconies), the members have granted in favour of Developers the balance construction Rights with further right to construct the same on the said property with right to sell transfer assign or deal with and dispose of the construction made from and out of member's such balance rights for their own exclusive benefit and with a condition that member's new premises each admeasuring about 475 Sq. Ft in Carpet Area inclusive of permissible balcony, would be located on Floors from the Third Floor and

(ii) The Developer would undertake redevelopment of the entire site consuming all the permissible F.S.I and submit and get approved Plans for proposed new building(s) and obtain I.O.D. for such 2.4 F.S.I;



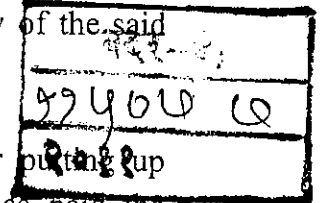
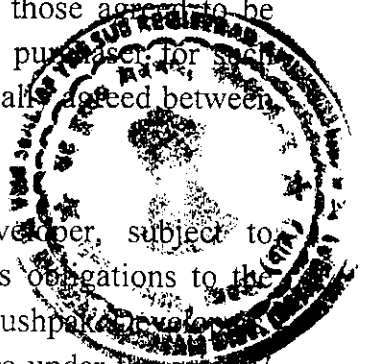
- (b) The said Development Agreement inter alia provides that upon Developers performing and discharging its obligations towards the Society and its members, it has an absolute right and discretion to sell, assign and transfer, let, lease and/or to deal with and dispose of all the shops/ office/ commercial space/ flats and premises other than those constructed for the members and which were allocated to the Developers for sale in the open market for such consideration and on such terms as may be deemed fit by the Developers, to enter into standard Agreement for Sale with purchasers of any such premises and that any such purchaser of shops/ office/ commercial space/ Flat/ premises from the Developer would be admitted to the membership of the Society on payment of membership application fees and Share money;
- (c) As per the terms of the said Development Agreement, the Developers as well as the said Society have also entered into Tripartite Agreements with the 40 members for providing them permanent Alternate Accommodation in form of larger Flats in the proposed Building/s to be constructed on the said property on the terms contained in all such Tripartite Agreements and in pursuance of such Agreements, the Developers have already paid to each member the agreed compensation in advance and all of them have vacated their premises in the old building and shifted to their temporary accommodations acquired from the advance compensation paid by the Developers;
- (d) The Developers have also after receiving vacant possessions of old premises from all the members, demolished the existing buildings on the property with a view to construct proposed new building/s on the said property as per the plans and proposals which have been sanctioned by the Planning Authorities;
- (e) The Developer discloses that under the said Development Agreement, though the Developer and/or its nominee is entitled to agree to sell premises to prospective purchaser and enter into Standard Agreement for Sale in respect



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 [Signature] [Signature]

thereof, till the members of the Society and the Society are not offered possession of the Flats and other premises agreed to be constructed for allotted to them, the Developer/its nominee are not entitled to put the purchasers through the Developers in possession of the premises so agreed to be sold;

- (f) In the manner aforesaid the Developers are, subject to the terms and conditions of the said Development Agreement, absolutely seized and possesses of or otherwise well and sufficiently entitled to develop the said property more particularly described in the First Schedule hereunder written and to sell and dispose of all the premises, other than those agreed to be allotted to the Society and its members, to any willing purchaser for such consideration and upon such other terms as may be mutually agreed between the Developers / their nominee and such purchaser;
- (g) That though the contract was awarded to the Developer, subject to Developers' assurance to perform and discharge all its obligations to the Society, it had a joint venture arrangement with one Pushpak (hereinafter briefly referred to as "Said Pushpak"), where under the said JV partners had agreed to deploy majority of funds in development of the said property and in consideration thereof, upon various terms and conditions agreed between the Developer and said Pushpak, it is agreed that the sellable component allocated to the developer would be sold by the said Joint Venture firm "PUSHPAK ZENAL DEVELOPERS"
- (j) The Developers have obtained the necessary sanction of the Building plans for the proposed construction on the said property in form of an I.O.D. dated: July 21, 2007 under file No: CE/9065/WS/AK, a photo true copy of the said I.O.D is hereto annexed and marked as Annexure "B".
- (h) The Developer has also obtained MHADA's Offer Letter for putting up construction by utilizing 2.4 FSI on the said property and has paid the requisite premium for the same. Hereto annexed and marked as Annexure "C" is the true copy of the said Offer Letter No: CO/MB/Arch/NOC/F-69/7472/2011, dated: 15.12.2011 and based thereon the Developer has put up amendment to the original Plan, which has been approved and the M. C. G. M. has issued its no-objection to the Developer constructing buildings on the said property as per such amended Plans. The Developer have also been granted a Commencement Certificate dated: May 15, 2009, a true copy whereof is hereto annexed and marked as Annexure "D"
- (i) The Developers have evolved the scheme for construction of the proposed New Building/s on the said property as per the sanctioned Plans, a copy whereof is handed over to the shops/ office/ commercial space/ Flat Purchaser and as per their arrangement and understanding with the developer, the Seller has planned to sell on what is known as "Ownership Basis"

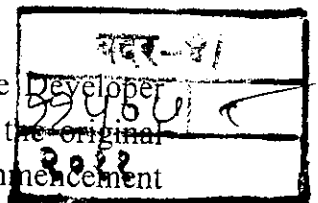


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shops/offices/Units/podium and/or stilt parking / basement storage contained therein;

- (j) The title of the Society to the said property has been, at Developers' instance, investigated by **Shri. D.A. Barot**, Advocate who has issued his Certificate of Title dated : January 29, 2008, a photo true copy whereof is hereto annexed and marked as Annexure – "E"
- (k) In due discharge of their statutory obligations under MOF Act, true copies of (i) Property Register Cards, & (ii) location plan of the said property are hereto annexed and marked as Annexure "F" & "G" respectively.
- (l) The Developers assure that all the permissions, sanctions, & approvals from MCGM in respect of the proposed development are valid and in full force.
- (m) the Developers have commenced the work of development of the said property and construction of the said proposed new building/s thereon and the Seller being the nominee of the Developer is desirous of selling shops/offices/flat/podium/Stilt parking spaces etc. on what is popularly known is "ownership basis" to the prospective purchasers.
- (n) The Purchaser/Investor herein, after verifying the approved Plans, being interested in purchasing the Commercial Premises No.102, on the First Floor has/have approached the Sellers with a request to sell to the purchaser/s the Commercial Premises No.102, on the First Floor, in the Society's New Building on the said property. The premises agreed to be purchased by the Purchaser is shown shaded and delineated in Red on the lay out Plan of the Ground Floor hereto annexed and marked as Annexure "H".
- (o) At the request of the purchaser/s made through the sellers, the Developer have furnished and given full, free and complete inspection of the original title deeds, Revenue Records, sanctioned plans, I.O.D. and commencement Certificate along with plans annexed thereto and all other documents as prescribed under Rule 4 of the Maharashtra Ownership Flat Act and the Rules framed thereafter and the purchaser/s has/have seen and verified the same. After having fully satisfied as to the Title of the said Society to the said property as clear and marketable and as to Seller's right to sell the premises, the purchaser/s has/have agreed to enter into this Agreement for sale with the Sellers and the Developer for purchase and acquisition of the said premises for the consideration and on the other mutually agreed terms and conditions as recorded hereinafter.



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

1. The following expressions used herein shall mean the following namely:

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(a) "The said Premises" shall mean the Commercial Premises No.102, on the First Floor, of the proposed building;

(b) The "said Property" shall mean the Property described in the First Schedule hereunder written;

(c) The "Project" for the purpose of this Agreement shall mean and include the Building which is being constructed and to be constructed on the said Property;

(d) "Possession Date" shall mean 30th JUNE 12 and 6 months thereafter expiring on 30th DEC 12 being the tentative date on which the Developer assures to offer possession of the said premises to the Purchaser/s;

(e) "Ad hoc Monthly Contribution" shall mean the monthly contribution to be estimated and prescribed by the Sellers and the Developers as herein provided and which are presently estimated to be approximately Rs. 30/= per sq. ft. per month on Carpet area;

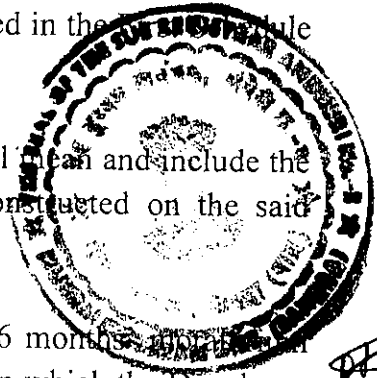
(f) "Address of the Purchaser/s, Investor/s" shall mean the same as appearing on page 1/2 of this Agreement or any other change as informed in writing by the Purchaser/s and confirmed by the Promoter from time to time.

2. In this Agreement, unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships. Similarly reference to the premises sold as "Premises" shall mean and include shops/ office/ commercial space/ flat/basement/podium/stilt parking space and any premises by whatever name called.

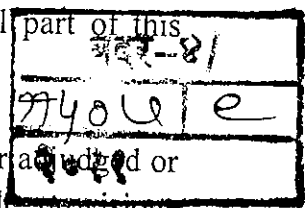
3. The Recitals above and Annexure hereto shall be the integral part of this Agreement and shall be read accordingly.

4. If any provisions in this Agreement becomes invalid or illegal or is held to be unenforceable, such invalid/illegal/ unenforceable provisions shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement shall not, so far as possible, be affected by the severance and shall continue to bind the parties.

5. The Developers shall construct one or more residential cum commercial building/s consisting of the Basement, ground/stilt/podium plus 23, upper floors on the said property more particularly described in the First Schedule herein written as per the plans and specifications approved by the M. C. G. M. and seen and approved by the Purchaser/s, Investor's Provided however and it is expressly agreed by and between the parties hereto that the Developers shall always be entitled to vary and/or modify the said plans as



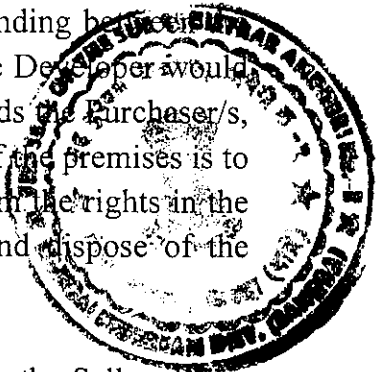
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may be considered necessary by the Developers in their sole discretion and/or as may be required by the Municipal Corporation of Greater Mumbai and/or other Authorities without the consent of the Purchaser/s, Investor's provided that if by such modification there shall be any change in the area, location or dimension of the premises agreed to be sold to the Purchaser/s, Investor's, such modification will be carried out with the consent of the Purchaser/s, Investor's. It is however, agreed that no such consent of the Purchaser/s, Investor's would be required to be obtained if any modification in the approved Plans would be required to be carried out in compliance of any change in law or any condition which might be imposed by any authority.

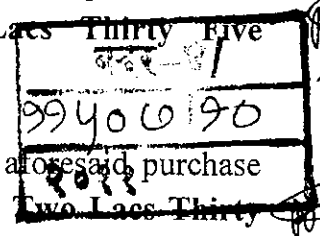
6. As recited above, pursuant to the agreement and understanding between the Developer and the Seller, under this agreement, though the Developer would continue to remain liable for its statutory obligations towards the Purchaser/s, Investor's under the MOF Act, the consideration for sale of the premises is to be paid by the Purchaser/s, Investor's to the Seller in whom the rights in the premises are vested and who alone is entitled to sell and dispose of the premises agreed to be sold.



7. The Purchaser/s, Investor's hereby agrees to purchase from the Sellers being the nominee of the Developers and the Sellers, with express consent and confirmation of the Developers, hereby agree to sell to the Purchaser/s, Investor's one **Commercial Premises No: 102, on the First Floor, having a Carpet Area admeasuring 1665 Sq. Ft,** hereinafter for the sake of brevity referred to as "The said Premises" and more particularly described in the Second Schedule hereunder written and shown delineated and Shaded Red on the Ground Floor Lay Out Plan hereto annexed and marked as Annexure "I", together with benefit of the common and restricted amenities, areas and facilities the nature, extent and description whereof are more particularly described in the Third Schedule hereunder written and for which no extra consideration is charged, at or for the lump sum purchase price of Rs. **3,32,35,000/- (Rupees: Three Crore Thirty Two Lacs Thirty Five Thousand only).**

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8. The Purchaser/s, Investor's shall pay to the Sellers the aforesaid purchase price of Rs. **3,32,35,000/- (Rupees: Three Crore Thirty Two Lacs Thirty Five Thousand only)** in respect of the said premises in the following manner:



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a) **Rs. 1,07,45,000/- (Rupees: One Crore Seven Lacs Forty Five Thousand Only)** being the Earnest Money deposit, paid by the Purchasers to the Developer on or before the execution of this Agreement (the payment and receipt whereof the Developer doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby forever acquit, release and discharge the Purchasers)

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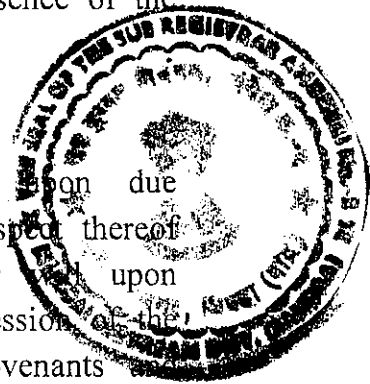
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- b) **Rs. 2,24,90,000/- (Rupees: Two Crore Twenty Four Lac Ninety Thousand Only)** Within 60 days from the date of execution of these presents.

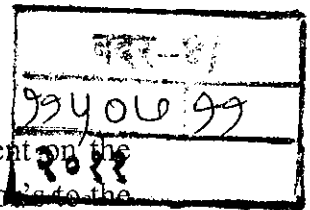
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The Purchaser/s, Investor's shall pay the Seller each installment of the purchase price specified above within 7 (seven) days from the date of receipt of the intimation in writing from the Seller informing the Purchaser/s, Investor's of the completion of the milestone specified and calling upon the Purchasers to make payment of the relevant installment of the purchase price ("Due Date"), time being an essence of the contract.

- 9. The Developer hereby covenants and confirms that upon due completion of the project with Occupation Certificate in respect thereof having been obtained by the Developer, the Developer shall upon receiving written intimation from the Seller handover possession of the said premises to the Purchaser/s, Investor's. The Seller covenants and agrees that against receiving from the Purchaser/s, Investor's, the payment of the balance purchase price due by the Purchaser/s, Investor's to the Seller in the manner aforesaid, it shall give intimation to the Developer to hand over to the Purchaser/s, Investor's quiet and vacant possession of the said premises.



- 10. On the Purchaser/s, Investor's committing any defaults in payment on the due date of installments due and payable by the Purchaser/s, Investor's to the Sellers under this Agreement and other amounts payable to the Society/Developer and/or the Purchaser/s, Investor's committing breach of any of the terms herein contained, the Developer and/or the Seller as the case may be, shall notify to the Purchaser/s, Investor's such breach/default and calling upon the Purchaser/s, Investor's to remedy the notified breach within 7 days from service of such notice. If the Purchaser/s, Investor's despite receipt of such notice fail to remedy the breach, this Agreement shall stand terminated. On termination of this agreement, the Sellers shall forfeit to itself 10% of the total consideration and refund to the Purchaser/s, Investor's, after deducting and adjusting the amount so forfeited balance of all the payment which the Seller might have received by then within six months from the date of termination. However, neither the Developer nor the sellers shall be liable to pay any interest on the amount if so refunded within the time stipulated. Further, neither the Developer nor the Seller shall be liable to reimburse to the Purchasers any costs, charges or expenses including stamp



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duty, registration charges etc. which the Purchaser/s, Investor's might have incurred at the time of and after execution of this Agreement. Upon the termination of this agreement, under this clause, the Seller shall be at liberty to sell the said premises to any other person of their choice and at such price as the Seller may deem fit and the Purchaser/s, Investor's shall not object to the same. On such termination, the Purchaser/s, Investor's shall also not be entitled to claim either from the Developer or the Seller any compensation or loss or damage on any count whatsoever.

11. The Developer hereby further covenants and confirms that as per the Bye Laws, Rules and Regulations of the Society, besides the Purchase price and other dues payable to the Seller and/or Developer, the Purchaser/s, Investor's would be required to make following other payments to the Society :

- (a) Rs.100/- towards the Entrance fee of the Society.
- (b) Rs.250/- towards the Nominal value of the 5 shares of the Society.

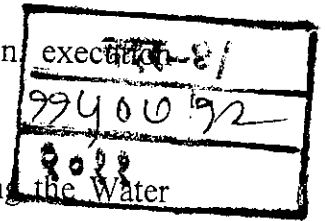
Except the payments aforesaid, the Purchaser/s, Investor's shall not be required to make any other payment whatsoever to the said Society for being admitted as members of the said Society in respect of the said Premises.



12. The Developer further covenants that against receipt of payment of an installment by the Seller, they shall as agents of the Developer, forward to the Society, Purchaser/s, Investor's' application for membership and that upon payment of sums mentioned in Clause 11 above, the Society shall admit the Purchaser/s, Investor's to its membership and allot shares in the name/s of the Purchaser/s, Investor's.

13. The Purchaser/s, Investor's shall on or before delivery of possession of the said premises also keep deposited with the Seller the following amounts:

- (i) Rs. 15,000/- towards legal charges/costs of preparation of this Agreement;
- (ii) Rs.25,000/- Towards the proportionate share for procuring the Water Connection in respect of the said premises.
- (iii) Rs.25,000/- Towards the proportionate share for procuring the Electricity Connection in respect of the said premises



- (iv) Rs.41625 @ Rs.25/- per sq.ft. payable for Development Charges.

- (v) Rs.499,500/- Being the amount calculated @ Rs.25/- per sq. ft. of area of the premises agreed to be sold per month for an estimated period of 12 months, towards advance Maintenance charges which would be paid over by the seller to the Society in Purchaser/s, Investor's' Account.

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- (vi) Any amount as may be fixed by the Developer towards any other dues and duties like Capitation Fees/Cess etc. which might be levied by any authority.

It is agreed that the aforesaid charges fixed are tentative and estimated. Therefore, if any of the aforesaid charges would be more than the estimated, the Purchaser/s, Investor's undertake to bear and pay any increase therein as may notified and demanded by the Developer/Sellers, without raising any objection in that behalf.

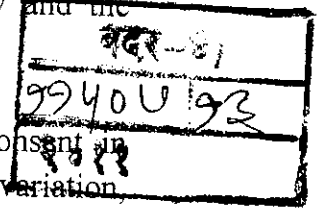
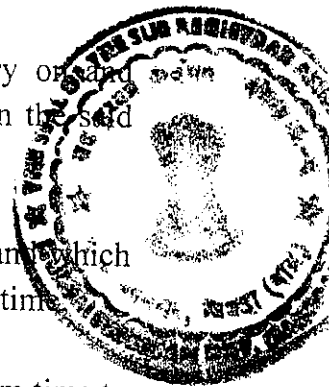
14. The said Building shall continue to be called "D.N. Nagar Jyoti Co-operative Housing Society Ltd".

15. The Developer hereby agrees, undertakes and covenants to carry on and complete the redevelopment/reconstruction of the said Building on the said Land strictly in accordance with the following :

- i. the Building Plans that have been sanctioned by MCGM and which may hereafter be amended and got sanctioned from time to time
- ii. the lay out plans as sanctioned, and as may be amended from time to time, by the MCGM;
- iii. the terms and conditions of the IOD and approved plans issued by MCGM in respect thereof; and
- iv. the terms and conditions stipulated in the Agreement for Development executed by and between the said Society and the Developer.

16. The Developer covenants and undertakes to obtain the prior consent in writing of the Purchaser/s, Investor's in respect of any proposed variation, amendment or modification to the approved plans in respect of the said Building (or any part thereof) where such proposed variation/ amendment or modification shall or may in any manner affect or is/ are likely to affect, pertain or relate to the said Premises.

17. The Developer has represented that it will obtain Occupation Certificate to the building under consideration, offer possession of the premises of the Society and members and soon thereafter it will inform the seller about the said premises being ready for possession and the Seller thereafter will send a written Offer to the Purchaser/s, Investor's on or before 30th JUNE 12 to take possession of the said premises. The Purchaser/s, Investor's hereby agrees that if the possession is delayed due to:—



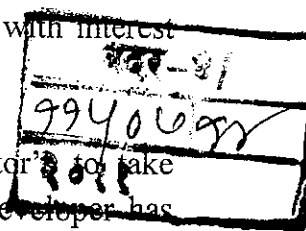
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- (a) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court issued against development of property.
- (b) any notice, order, rules, notification of the Government and/or other public or competent authority; or
- (c) changes in any rules, regulation, bye-laws of statutory bodies and authorities affecting the development of the project; or
- (d) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority.
- (e) delay or default in payment of dues by the Purchaser under these presents (without prejudice to the right of the Developer to terminate this agreement under clause 7 mentioned hereinabove),
- (f) delay due to any other circumstance beyond the control of the Developer;
- then the time for giving possession shall stand extended by the delay caused due to any of the aforesaid circumstances.



18. If the Developer and the Seller fail or neglect to offer to give possession of the said premises to the Purchaser/s, Investor's, by the time stipulated in that behalf or within the extended period as agreed and as provided under the provisions of section 8 of Maharashtra Ownership Flats Act, then the Seller shall be liable on demand to refund to the Purchaser/s, Investor's the amounts already received by it by them in respect of the said premises with interest thereon as prescribed under the said section.
19. The Seller shall, before calling upon the Purchaser/s, Investor's to take possession of the said Premises, verify and ensure that the Developer has obtained from MCGM the Occupation Certificate in respect of the said Building under construction.
20. The aforesaid purchase price of **Rs. 3,32,35,000/- (Rupees: Three Crore Thirty Two Lacs Thirty Five Thousand only)** is inclusive of the fixtures, fittings and amenities to be provided by the Developer in the said premises, as per the details more particularly specified in **Annexure - J** hereto annexed.
21. The aforesaid purchase price of **Rs. 3,32,35,000/- (Rupees: Three Crore Thirty Two Lacs Thirty Five Thousand only)** is not inclusive of the charges payable to MCGM and/or other concerned local authority for installation of electricity connection, water connections, development and



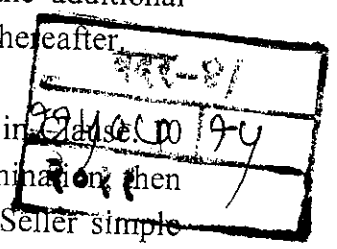
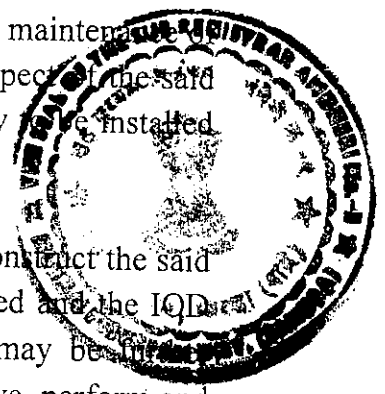
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betterment charges in respect of the said Building being reconstructed/redeveloped by the Developer on the said land, and the Purchaser/s, Investor's shall contribute proportionately toward the same/shall reimburse the Developer (through the Seller) or the Society, as the case may be, proportionately for the same at actuals. The Purchaser/s, Investor's shall also reimburse the Developer through the Sellers, at actuals, their proportionate share of the cost of installation of the electricity transformer sub-station to be installed by the Developer in respect of the said Building and the cable wiring charges payable to Reliance Energy Ltd/ Tata Power, in respect thereof, six months prior to the scheduled date of handing over possession of the said premises to the Purchaser/s, Investor's or as and when called upon by the Developer through the Seller to pay such amount.

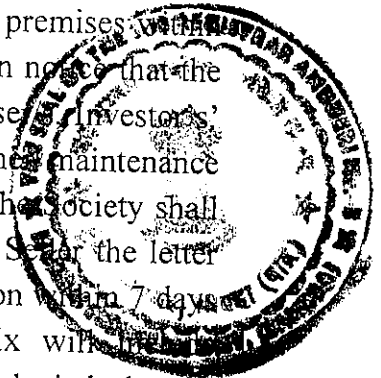
- 22. In addition to the aforesaid other charges, the Purchaser/s, Investor's shall also pay separately to the Developer through the Seller the Purchasers' proportionate share of the cost of acquisition, installation and maintenance of the fire fighting equipment installed by the Developer in respect of the said Building, if such equipment is required by the local authority to be installed in the said Building.
- 23. The Developer hereby agrees, undertakes and covenants to construct the said Building in accordance with the Building Plans duly approved and the IOD duly obtained in respect of the said Building and which may be sanctioned and approved by way of amendment and to observe, perform and comply with all the terms, conditions, stipulations and restrictions imposed by the concerned local authority at the time of sanctioning the Building Plans or at any time thereafter, The Developer further agrees, undertakes and covenants to observe, perform and comply with all the terms, conditions, stipulations and restrictions which may be imposed by MCGM at the time of approving the building plans and sanctioning the Plans for the additional storeys (viz. seven or more) of the said Building or at any time thereafter.
- 24. Without Prejudice to the Sellers' right to terminate as provided in clause 19 above, in the event the Seller does not exercise its right of termination then the Purchaser/s, Investor's agree and undertake to pay to the Seller simple interest at the rate of 21% (twenty one percent) per annum on all the amounts which become due and payable by the Purchaser/s, Investor's to the Seller under the terms of this Agreement from the date on which the said amount becomes payable by the Purchaser/s, Investor's to the Seller until payment thereof. Payment of such unpaid installment and other charges shall have first lien and legal charge on the said premises and the Purchaser/s, Investor's shall not be entitled to seek possession of the premises till he would pay such arrears with accrued interest. If the Purchaser/s, Investor's shall fail to pay any such unpaid installment and other charges with accrued interest within 3 months from the date of receiving written intimation in that behalf, then the Seller shall be entitled to treat this Agreement as terminated and sell the said premises to any other purchaser of its choice at the entire



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risk costs and responsibility of the Purchaser/s, Investor's. On Sale of the premises, if the sale proceeds would not be sufficient to cover Sellers' monetary claims against the Purchaser/s, Investor's, the Purchaser/s, Investor's shall remain liable to pay such deficiency to the Seller with the agreed interest at the rate of 21% per annum.

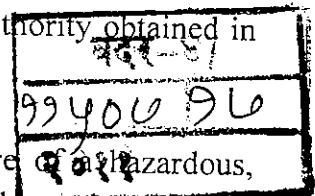
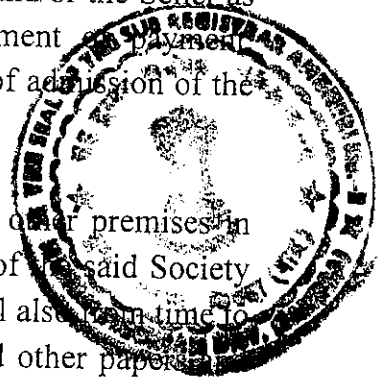
- 25. The Purchaser/s, Investor's hereby agree that if the Purchaser/s, Investor's fail, neglect and/or are otherwise unable to make payment of any installment of the purchase price specified above on or before the Due Date specified in respect thereof and such installment remains outstanding for a period of 15 days from the Due Date in respect thereof, the Developer shall have a possessory lien and first legal charge over the said premises for and during the period thereafter that such amount remains unpaid.
- 26. The Purchaser/s, Investor's shall take possession of the said premises within 7 [seven] days of the Seller giving to the Purchasers written notice that the said premises are ready for use and occupation. The Purchaser/s, Investor's liability to pay his share of Municipal Assessment and other maintenance charges in respect of the said premises as may be fixed by the Society shall commence immediately on and after his receiving from the Seller the letter offering possession irrespective of whether he takes possession within 7 days or later. The said charges, which the Society would fix will include the proportionate local taxes and such other taxes as may be levied by the concerned local authority and/or the Government, water charges, insurance charges, common lights, salaries of clerks, bill collectors, chowkidars, sweepers, and all other charges levied by the Society generally on all its members as necessary and incidental to the management and maintenance of the said Building.
- 27. The Purchaser/s, Investor's agree and undertake to pay the said Society their proportionate share of the aforesaid outgoings regularly, in advance, on or before the 5th day of each and every calendar month or within such time as the Society may decide for all its members and shall not withhold the same for any reason whatsoever. If any of the said contribution is paid by the Purchaser/s, Investor's to the Sellers as advance for any period, the Sellers as Developer's agents shall forward all such amounts so received from the Purchaser/s, Investor's to the Society in Purchaser/s, Investor's account.
- 28. If within a period of 1 year from the date of handing over possession of the said premises to the Purchaser/s, Investor's, the Purchaser/s, Investor's bring to the notice of the Developer any defect in the said premises or in the said Building in which the said premises are situated or the material used therein, then, wherever possible such defects shall be rectified by the Developer at its own cost and expense and in case it is not possible to rectify such defects, the Purchaser/s, Investor's shall be entitled to receive from the Developer reasonable compensation for such defect.



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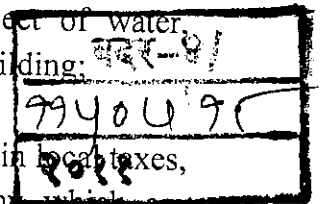
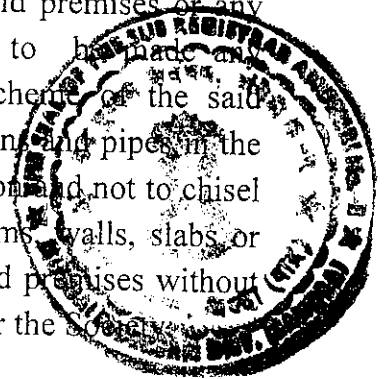
29. The Purchaser/s, Investor's shall be entitled and are hereby authorized to use the said premises for such lawful commercial activities for which the said premises are approved for and as may be permitted from time to time and not objected to by authorities with prior knowledge that the basement is approved for Storage and the Ground and First Floors are sanctioned for commercial user. It is clarified that the said premises shall not be used for purpose which creates nuisance to the Society like beer bar and/or dance bar, etc.
30. The Developer and the Seller confirm that both of them are entitled to enter into this Agreement for the sale of the said premises to the Purchaser/s, Investor's as contemplated under this Agreement. Simultaneously with the payment of the last installment as well as the other charges, the Purchaser/s, Investor's shall submit an application for being admitted as members of the said Society in the prescribed form, which the Developer and/or the Seller as Developer's Agents shall on receiving the last installment forward to the Society for due completion of the process of admission of the Purchasers as members..
31. The Purchaser/s, Investor's along with the Purchasers of other premises in the said Building from the Sellers shall join as members of the said Society as per the rules and regulations of the said Society and shall also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member which the Developer and/or the Sellers shall forward to the Society for due completion of process of admission of Purchasers as members.
32. The Purchaser/s, Investor's, with intention to bind all persons into whose hands the said premises may come, do hereby covenant with the Developer as follows :-
- i. To maintain the said premises at the Purchaser/s, Investor's own cost in good and tenantable repair and condition from the date on which possession of the said premises are taken and not to do or suffer or cause to be done in or to the said Building anything which may be against the rules, regulations or bye-laws of the Society or which may be against the rules or regulations of the concerned local or other authority, or change/alter or make additions in or to the said Building and/or the said premises (save and except in accordance with the approval of the Society as well as the concerned authority obtained in that regard);
 - ii. Not to store in the said premises goods which are inflammable, combustible or dangerous nature or which are objected to by the concerned local or other authority or which are so heavy so as to damage the construction or structure of the said Building and shall not carry or caused to be carried heavy packages to the upper floor which



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may damage or are likely to damage the staircases, common passages or any other structures of the said Building, and in case any damage is caused to the said Building on account of negligence or default of the Purchaser/s, Investor's in this behalf, the Purchaser/s, Investor's shall be liable to make good any such loss/damage or cost required in restoring the damaged portion to its condition existed prior to such damage;

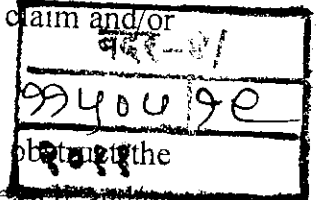
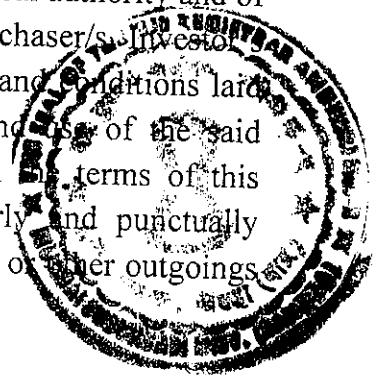
- iii. To carry out at their own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which the premises were delivered by the Developer/Seller to the Purchasers;
- iv. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time to make or cause to be made an alteration in the elevation and outside colour scheme of the said building and to keep his portion of the sewers, drains and pipes in the said premises in good tenantable repair and condition and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of the Developer and/or the Society;
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance taken in respect of the said Building;
- vi. Not to throw or permit to be thrown dirt, rubbish, rags, garbage or other refuse from the said premises in the compound of the said Building;
- vii. To pay to the Developer or the Society, as may be directed within (seven) days of demand by the Developer or the Society, as the case may be, their proportionate share of the security deposit demanded by the concerned local authority or Government in respect of water, electricity or any other service connections to the said Building;
- viii. To bear and pay their proportionate share of all increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser/s, Investor's not contemplated under this Agreement;
- ix. To bear and pay service tax or any other tax or duty (but not including income tax payable by the Developer/Seller) that may be imposed by



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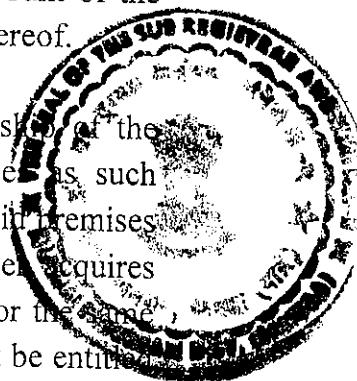
the concerned local authorities and/or the Government and/or other public authority on account of sale of the said Premises;

- x. So long as the Purchaser/s, Investor's have not paid the Developer/Seller the entire purchase price and all other charges agreed to be paid by the Purchaser/s, Investor's to the Seller/Developer as specified in relevant clauses above, the Purchasers shall not let, sub-let, transfer, assign or part with their interest or benefit under this Agreement without obtaining Seller's prior written consent in that behalf.
- xi. The Purchasers shall observe and perform all the Bye-laws, rules and regulations which the said Society has adopted at its inception and the additions, alterations or amendments thereto that may be made from time to time for protection and maintenance of the said Building and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s, Investor shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the said Building in accordance with the terms of this Agreement, and shall pay and contribute regularly and punctually towards their proportionate share of taxes, expenses and other outgoings in accordance with the terms of this Agreement;
- xii. The Purchaser/s, Investor's shall permit the Developers and/or the Society and their Surveyors and Agents with or without workmen and others, at all reasonable times, to enter into and upon the said premises, land and building or any part thereof to view and examine the state and condition thereof.
33. It is expressly agreed by and between the parties thereto that all rights to any unutilized and/or partly utilized and/or increase in and/or compensatory FSI or additional TDR that may become available in future in respect of the said Land and the said Building, they shall belong absolutely to the Developer or the Society as may be provided in the Development Agreement, but only until such time that the proposed reconstruction/ redevelopment of the said Building is completed, and that the Purchasers will not have any claim and/or interest and/or share in respect thereof.
34. The Purchaser/s, Investor's shall not be entitled to object to or obstruct the utilization of such unutilized and/or partly utilized and/or increased and/or compensatory FSI or additional TDR referred to in Clause 33 hereinabove in the construction of additional floors/units in the said Building vertically or horizontally and/or the sale of flats and/or commercial units in such additional floors on such terms and conditions and for such consideration as the Sellers may deem fit.



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- 35. The Sellers hereby agree, confirm and covenant that upon the Purchaser/s, Investor's paying to the Sellers the entire price payable under this Agreement for the said premises, the Purchaser/s, Investor's shall be entitled and are hereby authorized to sell, transfer, convey, mortgage, lease, let, sub-let, charge or in any way encumber or deal with or dispose of the said premises or any part thereof, and/or part with their interest under the benefit of this Agreement or any part thereof, but subject to the bye-laws, rules and regulations of the said Society and its approval. If the Purchaser/s, Investor's would avail of any Loan for purchase of the said premises from any Bank or Financial Institute and if they would be required to mortgage their rights under this Agreement with such Bank/Institute, the Purchaser/s, Investor's would do so only after obtaining Sellers' prior written consent in that behalf and the Sellers assure not to refuse grant of such consent provided the Loan amount which such Bank / Institute would lend to the Purchaser/s, Investor's would be paid directly to the seller on behalf of and in the account of the Purchaser/s, Investor's towards such purchase price or any part thereof.
- 36. The Purchaser/s, Investor's, till he is admitted to the membership of the Society and derives rights in the common areas and amenities as such member shall have no claim save and except in respect of the said premises agreed to be acquired by he/she/them and unless the Purchaser/s requires specific parking space from the Seller by paying consideration for the same as may be fixed by the Seller the Purchaser/s, Investor's shall not be entitled to park in compound and open space of the building any motor car, scooter, motor cycles or other vehicle without the permission in writing of the Seller. After being admitted to the membership, the Purchaser may be permitted by the Society to park any vehicle in the open space as may be decided by the Society as per its Policy.
- 37. It is agreed that the Sellers and the Developer shall be entitled at any time to alter the terms and conditions of the Agreements for Sale relating to the unsold premises in the said Building under construction and the Purchaser/s, Investor's shall not be entitled to raise any objection to the same at any time.
- 38. The Purchaser/s, Investor's agrees that in the event of the construction and completion of the building is delayed due to any circumstance beyond the control of the Developers, if there would be rise in costs of construction after such delay due to change in market conditions, the Purchaser/s, Investor's shall be liable to compensate the Developer for such increased costs and shall pay such additional consideration as may be certified by the Architects to the Project towards cost escalation.
- 39. Any delay tolerated or indulgence shown by the Developer and Sellers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s, Investor's by the Developer/sellers shall not be construed as a waiver on the part of the Developer/Sellers of any breach or non-

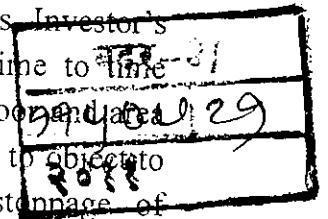
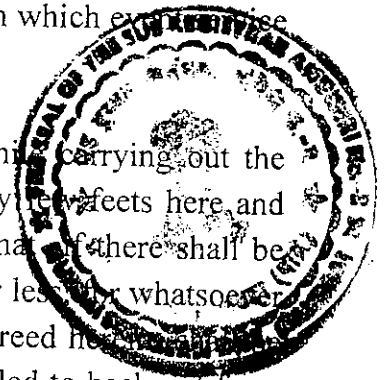


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compliance of any of the terms and conditions of this Agreement by the Purchaser/s, Investor's nor shall the same in any manner prejudice the rights of the Developer/Sellers.

- 40. All costs, charges and expenses in connection with the preparation engrossing, stamping and registering of this Agreement shall be borne by the Purchaser/s, Investor's. The Purchasers and/or the Developer/Sellers shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developer, the Sellers and the Purchaser/s, Investor's shall attend such office and admit execution of this Agreement.
- 41. All notices to be served as contemplated by this Agreement shall be deemed to have been duly served if sent to the concerned Party, by Registered Post Acknowledgement Due (RPAD) or Under Certificate of Posting (UCP) at the specified addresses on the opening page of the Agreement unless change in address is notified by the concerned party to the other, in which case will be at such changed address.
- 42. The Purchaser/s, Investor's agrees and accepts that while carrying out the actual construction, the area of the premises might vary in square feet here and there due to technical reasons. It is therefore agreed that if there shall be variation in the area either way i.e. high or low by 2% or less by whatsoever reason, the Agreement herein and the purchase price agreed hereon shall be for such actual area. None of the parties would be entitled to back out from this Agreement on the ground of such variation. The Purchaser/s, Investor's will accept such reduced/increased area and shall not complain or demand any compensation for such reduced area and the Developer/Sellers shall not charge extra for such increase in area.
- 43. The Plan of the building are approved by MCGM from time to time as per the various approvals at the Office of the Executive Engineer of the concerned Ward and MCGM's H.O. The enclosed copies of Layout Plans in the Agreement are as per the approval existing on the date of Registration. The Developer, subject to provisions of clause 42 above, reserves the right to change the plan on its own so as to utilize any additional benefits which might be available to it or as per the direction of MCGM and the building will be completed in accordance with such amended plans which will exist at the time of applying for Occupation Certificate. The Purchaser/s, Investor's give their irrevocable consent to amendment of Plans from time to time provided no changes are envisaged in Purchaser/s, Investor's Floor area of the premises. The Purchaser/s, Investor's shall not be entitled to object to any such amendment and shall not be entitled to seek stoppage of construction on the ground of such amendment being not in conformity with the Plans shown at the time of execution of this Agreement.



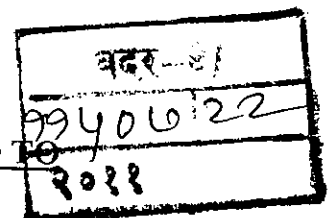
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44. The Purchaser/s, Investor's has prior to the execution of this Agreement satisfied himself/ herself/ themselves as to the title of the property and he/she/they shall not be entitled to investigate the title of the property and No Objection shall be raised on any matter in relation thereto after the execution of these presents.
45. The Developers have informed the Purchaser/s, Investor's, as per the Policy of the State Of Maharashtra, transfer of the said Shop mentioned in this Agreement For Sale, is falling under the Definitions of the word "SERVICES", under the Sales Tax Act, which attracts Service Tax, required, to be paid by the Purchaser to the Developers. In addition to the aforesaid, the Purchasers shall also be liable to pay Value Added Tax (VAT), Work Contract Tax or any other Statutory payments/ Liabilities and other Cess and taxes as may be levied by the Government/ Local Bodies and Authorities, by virtue of the Amendment/s of any Law or Statute, on actual, without raising disputes of any nature whatsoever. The Purchaser shall forthwith as and when demanded by the Developers, pay the said taxes, to the Developers, with out raising disputes of any nature whatsoever, which shall be the condition precedent, before handing over the possession of the said shop/ commercial premises, by the Developers to the Purchaser. During which the Developers shall not be obliged to offer possession of the said shop/ commercial premises to the Purchasers. Without prejudice to the aforesaid in case of delayed and non-payment thereof, the consequences of the delayed and or default mentioned herein, shall follow automatically in the event of the present Agreement, including terms hereof, shall be read and construed accordingly, which the Purchaser/s, Investor's hereby agree and confirm.
46. Any claim, dispute or difference between the parties hereto arising out of, or in relation to, or in connection with the terms of this Agreement shall be referred to the Courts in Mumbai and they alone shall have jurisdiction to settle any claim, dispute or difference in connection with this Agreement.
47. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder.
48. This Agreement arising out of a finance transaction the Purchaser/s, being the Investor/s, the provision of Article 5(g)(ii) of the Bombay Stamp Act shall apply.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said property)

ALL THAT pieces and parcels of land, ground together with the existing buildings Nos: 8A & 8B, belonging to the D.N. Nagar Jyoti C.H.S. Ltd, bearing the survey No: 106 – A and the City Survey No: 195(part), of Village Andheri, in

[Handwritten signatures]



the Registration District and Sub District of Mumbai and Mumbai District admeasuring 1223.21 sq. meters or thereabout hereto before for the sake of brevity referred to as "The said Property" and shown delineated by Red Colour boundary line on the Plan thereof hereto annexed and marked as **Annexure "A"**; and bounded as follows : that is to say:

- On or towards the North by : L.I.G. Building No: 5 & Bldg No: 2
 On or towards the South by : Cosmopolitan Education Society school.
 On or towards the East by : 40 ft Road.
 On or towards the West by : 60ft wide road.

SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the premises agreed to be sold)

ALL THAT commercial premises bearing **Commercial Premises No: 102**, on the **First Floor**, totally admeasuring about **1665 Sq. Feet in Carpet Area**, of the Building under construction on the property more particularly described in the First Schedule hereinabove written and which premises is shown delineated and shaded in Red on the Ground Floor lay out Plan hereto annexed as **Annexure I**.

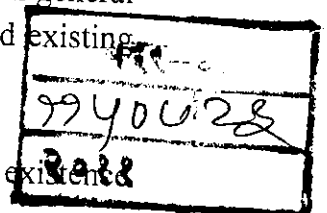
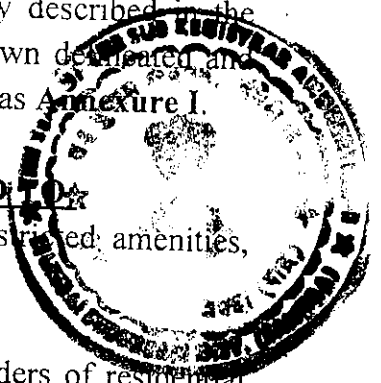
THE THIRD SCHEDULE ABOVE REFERRED TO:

The nature, extent and description of the common/limited restricted amenities, areas and common facilities are broadly:

1. Separate entrances for residential units to be used by holders of residential Flats and for commercial units to be used by holders of commercial premises.
2. Lobbies, stairs, lift, lift well, lift machine room (if any) and drive way.
3. Common terrace, open spaces in the compound which can be used for car park, if so permitted by the Society but excluding private terrace/open space area/s attached to any particular penthouse/Terrace Flat specifically allotted to any Allottee/s
4. Installation of central services, such as lift, power, water, drainage, sewerage, light, etc.
5. The water tanks (overhead, underground, suction) pump room, and in general all apparatus and installations of and incidental to the aforesaid and existing for common use.
6. All other parts of the building necessary or convenient to its existing maintenance and safety, or normally in common use.

The above information is indicative of the proposed development and is issued in good faith. Subject to the approval of the authorities or in the interest of the continuing improvement, the developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

[Handwritten signatures]



IN WITNESS WHEREOF the Parties hereto have hereinto set and subscribed their respective hands to this writing the day and year hereinabove written.

SIGNED & DELIVERED by the)
Within named "The Sellers" being)
Parties of the First Part)
M/S. PUSHPAK ZENAL DEVELOPERS)
By the hands of its partners)
1. SUCHIT C PATEL)
2.)
in the presence of *ZAP*)
DILESH.A.PATEL)
PAN NO: *AAKFP9172C*

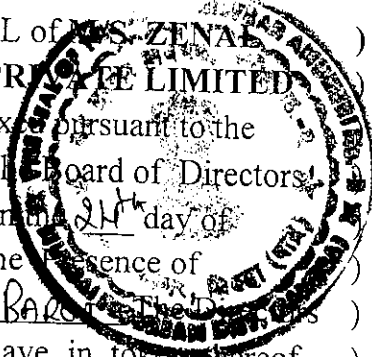
For Pushpak Zenal Developers

Saty

Partner



THE COMMON SEAL of *M/S. ZENAL*)
CONSTRUCTION PRIVATE LIMITED)
has been hereunto affixed pursuant to the)
Resolution passed by the Board of Directors)
at their meeting held on the *24th* day of)
DECEMBER 2011 in the presence of)
Mr. *PRALOKASH BARDOLAI*)
of the Company who have in token thereof)
set his hands hereto in due execution hereof)
In the presence of *Mr. (Doms EXHAR NAIN)*)
.....)
PAN NO: *AAA C20913R*



For Zenal Construction Pvt Ltd.

Pralokash

Director.

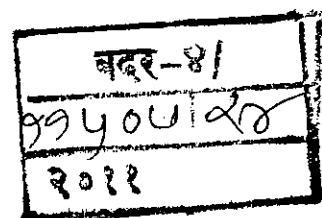


SIGNED, SEALED AND DELIVERED)
by within named "THE PURCHASER/S)
PUSHPAK BULLIONS PVT. LTD.)
Represent by its Director)
MR. CHANDRANANT NARSINH DAS PATEL)
In the presence of)
.....)
PAN NO: *AABCP953TH*)
1. *ZAP*)
2. *ZAP*)
DILESH.A.PATEL)

For PUSHPAK BULLIONS PVT. LTD.

Mr

Authorised Signatory/Director



RECEIPT

RECEIVED the day and year first herein above)
 Written of and from withinnamed purchaser/s)
 The sum of Rs. 10745000/- (Rupees One)
Corse Seven Lac Forty Five Thousand only Rs. 10745000/-
 only) by Cheque P.O. No. 51509535)
 dated 23/12/2011 on Union Bank of)
India Zaveri Bazaras and by way of)
 earnest money as mentioned hereinabove to be)
 paid by him/her/them to us)

WITNESS

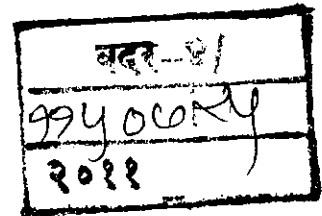
1. [Signature]

WE SAY RECEIVED
 For Pushpak Zenal Developers.

2.

[Signature][Signature]

PARTNER



मालमत्ता पत्रक

विभाग/मोजे -- अंधेरी

तालुका/न.भू.मा.का. -- न.भू.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

मूळ भूभाग शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार
क्रमांक प्लॉट नं. चौ.मी.

शासनाला दिलेल्या आकारणीचा किंवा मूल्याचा तपशील आणि त्याच्या कर तपासणीची वेळ



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		- ३७६.९		

		७४७८९.४		
		- ९६.९		
		२८९३.७		
		७८०६०.०		

		७४६९२.५		
		- १५७७.० पौ.वि. प्रमाणे		
		१९५/१९५ नवीन		
		मिळकत पत्रिका उघडलेने क्षेत्र		
		कमी केले.		

		७३११५.५		
		+ ११५.६		

		७३२३१.१		
		- ९१८.५ न.भू.क्र. १९५/१९६		
		ची मिळकत पत्रिका		
		उघडलेने वजा		

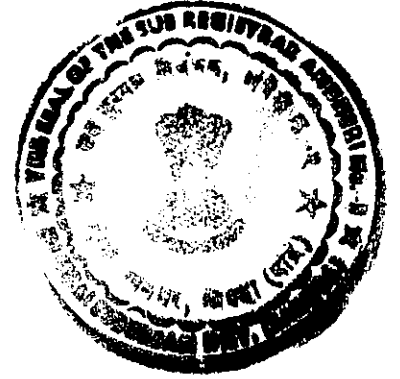
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		१९५/१९७ ची मिळकत		
		पत्रिका उघडलेने कमी		

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		पत्रिका उघडलेने कमी केले.		

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		१९९ व १९५ चा २००		
		मि.प. उघडलेने क्षेत्र कमी केले		

		५९७२७.२		



सुविधाधिकार महाराष्ट्र हाऊसिंग बोर्ड

हक्काचा मुळ धारक
वध

पट्टेदार

इतर भार

इतर शेर

बदर--४/
१९५०७/२९
२०११

(पान नं.-- 1)

Part
Part

मालमत्ता पत्रक

विभाग/मौजे -- अंधेरी

तालुका/न. भू. मा. का. -- न. भू. अ. अंधेरी

जिल्हा --



नगर भूमापन क्रमांक/ फा. प्लॉ. न.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या अर्जासोबत किटच्या तपशील आणि त्याच्या नोंदणीचा वेळ
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दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कन
०७/०४/२००६	अर्ज जबाब सहाय्यक दुय्यम निबंधक अंधेरी यांचेकडील सूची क्र. II दस्त क्रमांक पी/बदर -१/१६१८/९५ दि. १८/१२/९५ व इकडील आदेश क्र. न.भू.अ. अंधेरी न.भू.क्र. १९५/२००६ दि. ७/४/२००६ अन्वये दि. १/४/८० पासून ९९ वर्षांचे मुदती करीता भाडे पट्टेदार सदरी क्षेत्र ९६७.७१ चौ.मी. ला नाव दाखल केले.		पट्टेदार डी.एन.नगर " सागर शोभा को. ऑप. होसिंग सोसायटी मर्यादित (९६७.७१)	फे रफार क्र.२०२ प्रमाणे सही - ७/४/२००६ न.भू.अ.अंधेरी
०३/०५/२००६	अर्ज, जबाब सहा. दुय्यम निबंधक अंधेरी यांचेकडील सूची क्र. II पी ४७७३/९० वडू -१/१४/१५२१ दि. २४/५/९६ अन्वये व इकडील आदेश क्र. न.भू.अ. अंधेरी/न.भू.क्र. १९५/०६ दि. ३/५/०६ अन्वये दि. १/६/८२ पासून ९९ वर्षांचे मुदती करिता भाडेपट्टेदार सदरी १२२३.२१ चौ.मी. ला नाव दाखल केले.		पट्टेदार डी.एन. नगर ज्योती को. ऑप होसिंग सोसायटी लिमिटेड (क्षेत्र १२२३.२१)	फे रफार क्र.२०५ प्रमाणे सही - ३/५/२००६ न.भू.अ.अंधेरी
०६/०७/२००६	अर्ज जबाब सहा. दुय्यम निबंधक अंधेरी यांचेकडील सूची क्र. II/१२०३/२००६ दि. ८/५/०६ अन्वये व इकडील आदेश क्र. न.भू.अ. अंधेरी/न.भू.क्र. १९५/०६ दि. ४/७/०६ अन्वये दि. १९/९/०६ पासून ९० वर्षांचे मुदती करिता भाडेपट्टेदार सदरी नाव दाखल केले.		पट्टेदार दि. न्यू टेक्स प्रोसील हाऊस को. ऑप होसिंग सोसायटी लिमिटेड (क्षेत्र ७३८.४३ चौ.मी.)	फे रफार क्र.२१४ प्रमाणे सही - ४/७/२००६ न.भू.अ.अंधेरी
२८/०७/२००६	अर्ज, जबाब सहा. दुय्यम निबंधक अंधेरी यांचेकडील सूची क्र. II पी बदर-१/१३५/९८ दि. १०/७/९८ अन्वये व इकडील आदेश क्र. न.भू. अंधेरी/न.भू.क्र. १९५/०६ दि. १/४/८० पासून ९९ वर्षांचे मुदती करिता भाडे पट्टेदार सदरी नाव दाखल केले.		पट्टेदार मे.डी.एन. नगर व्दारका को. ऑप होसिंग सोसायटी लिमिटेड (क्षेत्र ९५७.२५ चौ.मी.)	फे रफार क्र.२१९ प्रमाणे सही - २८/७/२००६ न.भू.अ.अंधेरी
०५/०९/२००६	अर्ज, जबाब सहा. दुय्यम निबंधक अंधेरी मुंबई उपनगर यांचेकडील सूची क्र II /२२२४/९३ दि. १९/६/९३ अन्वये व इकडील आदेश क्र. न.भू. अंधेरी/न.भू.क्र. १९५/२००६ दि. ५/९/२००६ अन्वये दिनांक १/४/८० पासून ९९ वर्षांचे मुदती करिता भाडेपट्टेदार सदरी नाव दाखल केले.		पट्टेदार मे.डी.एन.नगर सार्वकृपा को. ऑप होसिंग सोसायटी लिमिटेड (क्षेत्र १००१.८३ चौ.मी.)	फे रफार क्र.२२४ प्रमाणे सही - ५/९/२००६ न.भू.अ.अंधेरी
०८/०९/२००६	अर्ज, जबाब सहा. दुय्यम निबंधक अंधेरी मुंबई उपनगर यांचेकडील सूची क्र. पी/बदर -१/२०६/९४ दि. ८/८/९४ अन्वये व इकडील आदेश क्र. न.भू. अंधेरी/न.भू.क्र. १९५/०६ दि. ८/९/२००६ अन्वये दिनांक ८/८/९४ पासून ९९ वर्षांचे मुदती करिता भाडेपट्टेदार सदरी न दाखल केले.		पट्टेदार मे.डी.एन. नगर समता गृहनिर्माण संस्था मर्यादित (क्षेत्र ९६७.७१ चौ.मी.)	फे रफार क्र.२२७ प्रमाणे सही - १३/९/२००६ न.भू.अ.अंधेरी
१३/०९/२००६	अर्ज, जबाब, सहाय्यक दुय्यम निबंधक बाद्रा यांचेकडील सूची क्र. II/१९६०/९३ वडू दि. ३/४/९३ व इकडील आदेश क्र. न.भू. अंधेरी/न.भू.क्रमांक १९५/०६ दि. ९/०६ अन्वये दि. १/४/८० पासून ९९ वर्षांचे मुदती करिता भाडेपट्टेदार सदरी नाव दाखल केले.		पट्टेदार दादाभाई निवास को. ऑप हो.सोसायटी लिमिटेड (क्षेत्र ९६७.७१ चौ.मी.)	फे रफार क्र.२३३ प्रमाणे सही - ३०/९/२००७ न.भू.अ.अंधेरी
३०/१०/२००६	अर्ज, जबाब, सहाय्यक दुय्यम निबंधक बाद्रा यांचेकडील सूची क्र. II/पी बदर -१/६३९/९६ वडू दि. ३१/८/९६ व इकडील आदेश क्र. न.भू. अंधेरी/न.भू.क्रमांक १९५/०६ दि. ३०/१०/०६ अन्वये दि. १/४/८० पासून ९९ वर्षांचे मुदती करिता भाडेपट्टेदार सदरी नाव दाखल केले.		पट्टेदार डी.एन.नगर गुरूकृपा सहकारी गृहनिर्माण संस्था मर्यादित (क्षेत्र ९६७.७१ चौ.मी.)	



बदर--४/
९९५०७२७
२०११

मालमत्ता पत्रक

विभाग/मौजे -- अंधेरी

तालुका/न. भू. मा. का. -- न. भू. अ. अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

१९५.

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कन
०३/०५/२०१०	महाराष्ट्र होसिंग बोर्ड यांनी सह. दुय्यम निबंधक अंधेरी क्र. १ मुंबई उपनगर जिल्हा यांचेकडील सूची क्र. दोन दस्त क्र. बदर १/८६०३/२००७ दिनांक १७/१०/२००७ अन्वये दि. १/४/१९९५ पासून भाडेपट्ट्याने १९ वर्ष कालावधीसाठी दिल्याने पट्टेदार सदरी नावाची नोंद केली.		पट्टेदार डी.एन. नगर जय भवानी सहकारी गृहनिर्माण संस्था मर्यादित (क्षेत्र ८१७.८९ चौ.मी.)	फे रफार क्र. ४३६ प्रमाणे सही - ३/५/२०१० न. भू. अ. अंधेरी

तपासणी करणारा -

खरी नक्कल -

न. भू. अ. अंधेरी

मुंबई उपनगर जिल्हा

अर्ज क्रमांक..... ४७०७.....	एकूण नोंदी:..... ७९.....
अर्ज स्वीकारल्याची तारीख: ३०/११/१०	नक्कल शुल्क:..... १५६०.....
नक्कल तयार केलेची तारीख: ५/१२/१०	कमगद शुल्क:..... २२.....
नक्कल दिलेची तारीख: ५/१२/१०	एकूण शुल्क:..... १६०२.....
नक्कल तयार करणार: <i>[Signature]</i>	
नक्कल तपासणी करणार: <i>[Signature]</i>	



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बदर -- ४/
११५०७९
२०११

Form 346
88

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

EX: Engineer Bldg. Proposal (W.A.)
H and K - Wards.
Municipal Office, R. K. Patkar Marg,
Andhra (West), Mumbai-400 050.

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

No. E.B./CE/ **No. CE/9065/WS/AK** of 200 - 200
BS/A

MEMORANDUM

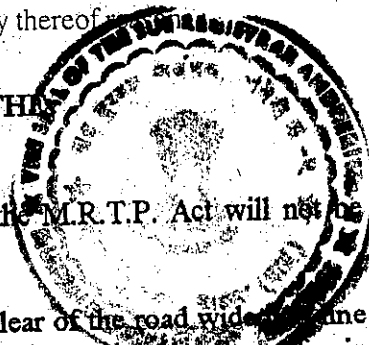
27 JUL 2007 Municipal Office,
Mumbai200

Owner : D. N. Nagar Jyoti C.H.S. Ltd

With reference to your Notice, letter No. **337** dated **07/4/2007** and delivered on **200** and **Proposed Redevelopment of D.N. Nagar Jyoti C.H.S. on plot Bearing CTS No. 195[pt.] S. No. 106-A, Bldg. No.8A & 8B, Village Andheri, D. N. Nagar, Andheri (West), Mumbai 53** particulars and details of your buildings at furnished to me under your letter, dated 200. I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof

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

- 1) That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2) That the compound wall is not constructed on all sides of the plot clear of the road width same 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 as per D.C. Regulation No.38(27) before starting the work.
- 3) That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
- 4) That the specifications for layout / D.P. / or access roads / development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from E.E.R.C.(W.S.) / E.E.S.W.D. of W.S. before submitting B.C.C.
- 5) That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix)) will not be submitted by him.
- 6) That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.



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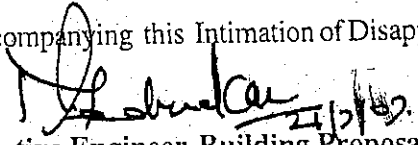
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() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 20th day of July 2008 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

To  Executive Engineer, Building Proposals,
Zone, K. West Wards.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346.

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

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

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street.

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

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.

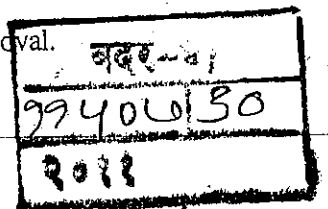
(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance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

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

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

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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



No. CE/9065/WS/AK 21 JUL 2007

EX: Engineer Bldg. Proposal [W.B.]

H and K - 2007

Municipal Office B. V. Nicker Marg.

Andhra (West), Mumbai-402 658

9. That the design of road crust obtained from road consultant to the office of the Dy. Ch. Eng. [Rds.] W.S. and carry out the construction of road upto to sub-base level as per design shall not be complied with before asking for C.C. beyond plinth.
10. That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities / utilities for providing connection in this regard & advance connection [not commissioned] is taken as per the specifications.

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

- 1) That the conditions of Mhada's order under No.CO/MB/ARCH/NOC F-849/370/2007 dtd/17/01/07 shall not be complied with and that the certificate regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
- 2) That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 3) That some of drains will not be laid internally with C.I. pipes.
- 4) That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
- 5) That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for applying for full C.C.
- 6) That the 10' wide paved pathway upto staircase will not be provided.
- 7) That the surrounding open spaces, parking spaces and terrace will not be left open and unutilized upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 8) That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed in a prominent place before O.C.C./B.C.C.
- 9) That the carriage entrance will not be provided before starting the work.
- 10) That the parking spaces will not be provided as per D.C.R. No.36.
- 11) That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 12) That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 13) That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 14) That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 15) That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room/space for telecom installations etc. required for providing telecom services shall not be provided.



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21 JUL 2007

- 16) That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.
- 17) That the necessary arrangement of borewell shall not be made/provided and necessary certificate to that effect from the competent authority shall not be obtained before C.C.
- 18) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 Sq.Mts.
- 19) That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with.
- 20) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 21) That the Drainage Completion Certificate shall not be submitted.
- 22) That the Lift Inspector's completion certificate shall not be submitted.
- 23) That the structural stability certificate shall not be submitted.
- 24) That the Site Supervisor's completion certificate shall not be submitted.
- 25) That the water proofing certificate shall not be submitted.
- 26) That the final completion certificate from C.F.O. shall not be submitted.
- 27) That the N.O.C. from A.A. & C. [K/West] shall not be submitted.
- 28) That the final N.O.C. from MHADA shall not be submitted.
- 29) That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 30) That the construction of road including S.W. drain and footpath, providing central dividers, lane marking and providing street furniture and obtain completion certificate from E.E. Rds.[W.S.] shall not be submitted before applying for O.C.
- 31) That the payment towards the difference in pro-rata cost of C.C. road and asphalt road for road width of 18.30 mt. and above shall not be made in the office of Dy. Ch. Eng. [Roads] W.S. before applying for O.C.



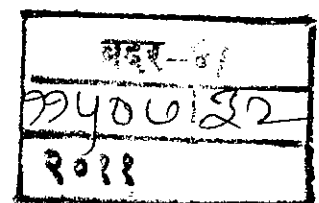
D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. :-

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

[Signature]
for EX. ENGR BLDG PROPOSAL
(W. 3.) K/EAST/WEST WARDS.

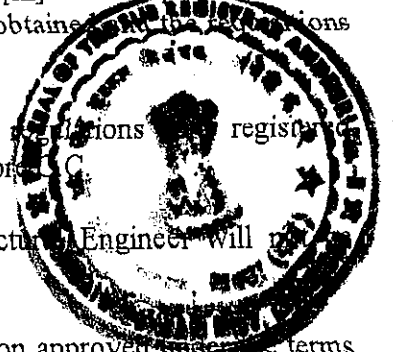
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27 JUL 2007

- 7) That the regular / sanctioned / proposed lines and reservations, C.R.Z. marking 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.
- 8) That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 9) That the agreement with the existing tenant alongwith the list will not be submitted before C.C.
- 10) That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.
- 11) That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 12) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 13) That the requirements of N.O.C. of (i) Reliance Energy, [ii] S.G. [iii] P.C.O. [iv] A.A. & C. K/West, [v] S.P. [vi] S.W.D., [vii]M.T.N.L., [viii] H.E. will not be obtained for the proposed alterations if any will not be complied with before occupation certificate / B.C.C.
- 14) That the basement will not comply with basement rules and regulations registered with the Corporation for not misusing the basement will not be submitted before C.C.
- 15) That the qualified/registered site supervisor through architect/structural Engineer will be appointed before applying for C.C.
- 16) That the true copy of the sanctioned layout/sub-division/amalgamation approved under the terms and conditions thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- 17) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 18) That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 19) That the list of the existing tenants shall not be submitted to this office and shall not be got confirmed from Mhada authorities.
- 20) That the N.O.C. from Society alongwith certified extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
- 21) That Betterment charges or lucrative premium will not be paid in respective Ward Office and certificate /receipt will not be submitted before asking for C.C.
- 22) That the requisite premium as intimated will not be paid before applying for C.C.
- 23) That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.

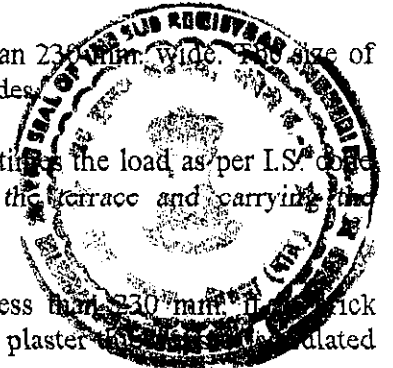


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21 JUL 2007

- 24) That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- 25) That the Phase programme will not be got approved before asking for C.C.
- 26) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 27) That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 28) That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 29) That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will not be insisted.
- 30) That no main beam in R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 31) That all the cantilevers [projections] shall not be designed for five times the load as per I.S. Code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 32) That the R.C.C. framed structures, the external walls shall be less than 230 mm thick masonry or 150 mm autoclaved cellular concrete block excluding plaster as per code stipulated under No.CE/5591 of 15.4.1974.
- 33) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 34) That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 35) That the registered undertaking for not misusing the part / pocket terraces / A.H.U.s. and area claimed free of F.S.I. will not be submitted.
- 36) That the registered undertaking for water proofing of terrace and Nani traps shall not be submitted.
- 37) That the N.O.C. from E.E.[M&E] for parking layout in the basement / podium shall not be submitted.
- 38) That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 39) That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.



[Handwritten signatures]

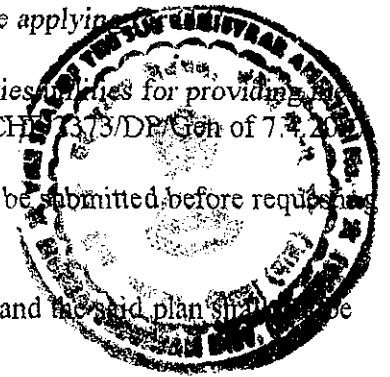
99406/28
2007

Nd. CE/9065/WS/AK

21 JUL 2007

cx. Engineer Bldg. Proposal [W.S.]
H and K - Wards
Municipal Office, R. K. Farkar Marg,
Bandra (West), Mumbai-400 052

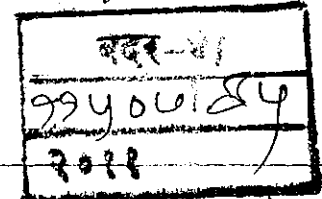
- 40) That the design for Rain Water Harvesting System from Consultant shall not be submitted.
- 41) That the sheet piling along with diaphragm wall shall not be constructed taking all the precautionary measures under the strict supervision of registered Structural Engineer before actual work of basement is taken in hand.
- 42) That the necessary remarks for training of nalla/construction of SWD will not be obtained from Dy. Ch.Eng. (SWD) City and Central Cell before plinth C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building.
- 43) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [ward] shall not be submitted before applying for C.C.
- 44) That the debris removal deposit of Rs. 45,000/- or Rs. 2/- per sq.ft. of the built up area whichever is less will not be paid before further C.C.
- 45) That the 'Debris Management Plan' shall be got approved by A.E. [ENV.] and the conditions therein shall be complied with.
- 46] To obtain remarks/specifications regarding formation level and for construction of road from the office of the Dy. Ch. Eng. [Rds.] W.S. shall not be obtained before applying for C.C.
- 47] That the owner/developer will not move to the concerned authorities for providing advance connection of the utilities as per the Minutes under No. CHS 373/DP/Gen of 7.2.2007
- 48] That the lease deed for area of plot adm. 1223.21 sq.mtr. shall not be submitted before requesting C.C.
- 49] That the names of the allottees shall not be mentioned in the plans and the said plan shall be submitted to Mhada authorities for confirmation.



B. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.

1. That the notice in the form of appendix XVII of D.C.R. shall not be submitted on completion of plinth.
2. That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
3. That the amended layout with approval of allowing TDR on the plot under reference shall not be submitted before requesting C.C. beyond plot potential shall not be submitted.
4. That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
5. That the N.O.C. from A.A. & C. [K/West] shall not be submitted.
6. That the plinth stability certificate from R.C.C. consultant shall not be submitted.
7. That the work-start notice shall not be submitted.
8. That the further utilisation of additional area shall not be asked unless layout is amended

Handwritten signatures and initials:
[Signature] [Initials]

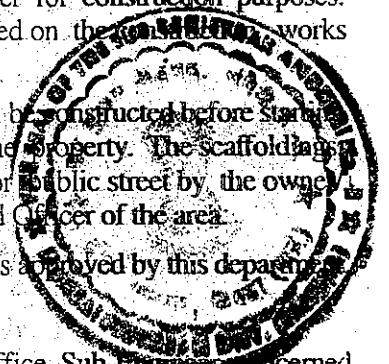


No. EB/CE/ 9065/WS/AK/BS /A/

NOTES

21 JUL 2007

- (1) The work should not be started unless objections A are complied with 1 to 49
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffolding, bricks, metal, sand, preps, debris, etc. should not be deposited over footpaths or public street by the owner, architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office. Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. _____ of _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



AK/BS
20/7

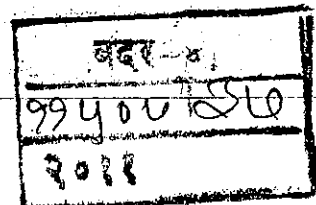
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बदर-1/
994063E
2007

- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same as leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 m.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 331-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
 (b) Lintels or Arches should be provided over Door and Window opening.
 (c) The drains should be laid as require under Section 234-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

COPY TO-ARCHITECT OWNER

To Executive Engineer, Building Proposals
 Zones... K. West... Wards.



MUNICIPAL CORPORATION OF GREATER MUMBAI
CE / 9065 / WS / AK of

To:
M/s. Ellora Project Consultants,
Kiddhi Siddhi Complex, 'C' Wing,
1st floor, Mamraj Nagar,
Near Municipal School,
Goregaon (W), Mumbai-400 062.

17 JAN 2009

RECEIVED
MUMBAI MUNICIPAL CORPORATION
WESTERN SUBURBS (K) WARD
17 JAN 2009

Subj:- Proposed bldg. on plot bearing CTS No.195 (pt), Sr.No.106A, Bldg
Nos.8A & 8B of village Andheri at D.N.Nagar, Andheri (W).

Sir,

Ref:- Your letter dated 03/01/2009

There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference for which competent authority has accorded sanction, subject to the following conditions -

- 1) All the objections of this office L.O.D. under even no. dated 21/7/07 shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as; construction of hand holes & panholes, ducts, cables, concealed wiring inside the flats/rooms, rooms/space for telecom installation etc. required providing telecom services shall be provided.
- 5) That the regulation No.45 and 46 of D.C.Reg.1991 shall be complied with.
- 6) That the letter box shall be provided at the ground floor for all the tenements.
- 7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.
- 8) That no main beam in R.C.C. framed structure shall be less than 230 mm and the columns shall also be governed as per the applicable I.S. Codes.
- 9) That all the cantilevers (projections) shall be designed for five times the load as per IS: 802. This also include the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 12) That the condition of revised bye-law 4(c) shall be complied with.
- 13) That the Registered Undertaking stating that the Departmental Store & building will be under the control of one establishment i.e. the society & the same will not be misused in future, shall be submitted.
- 14) That the registered undertaking for not misusing the areas such as A.H.U. Central Chilling Plant, P.A.B.N. room, Security room, D. Room, Meter room, Society office & pocket terrace shall be submitted.

One set of plans in taken of approval is enclosed herewith

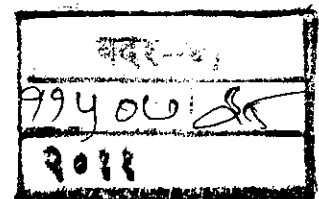
Yours faithfully,

Executive Engineer (Building Proposal)
Western Suburbs (K Ward)

3) A.E.W.W., K West Ward
E.E.B.P.(W.S.) K Ward

Copy to: 1] Owner The D.N. Nagar Jyoti C.H.S. Ltd.
2] Assistant Commissioner, K/West Ward.
Forwarded for information please

[Handwritten signatures]



Rofa-523-
BMFP-4243-2008-3,000 Forms.

This L.O.D./C.C. is issued subject to the provision of Urban Lane C-3 zoning and Regulation Act, 1974

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 9065 /BSU/WS/AH/AK of CE, Engineer Sdg. Proposal [W.D. H and K - Wards

COMMENCEMENT CERTIFICATE

Municipal Office K. K. Patkar Marg, Bandra (West), Mumbai-400 058

To, D.N. Nagar Jyoti C.H.S. Ltd. 15 MAY 2009

Sir,

With reference to your application No. 5781 dated 07/4/2007 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of D.N. Nagar Jyoti C.H.S. CTS No. 195(M). S.No. 106-A at premises at Street..... village Andheri plot No. situated at Bldg. NO. 8A & 8B in K. West. Ward.

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai
 - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri..... N. S. LALAJI.....

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

This CC is valid upto 20-7-2009

This Commencement certificate is for carrying out the work upto top of basement as per approved phase programme dated 08/5/2009

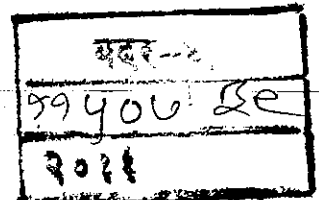
For and on behalf of Local Authority
The Municipal Corporation of Greater Mumbai

N. S. Lalaji
Executive Eng. Building Proposals

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

FOR
MUNICIPAL CORPORATION OF GREATER MUMBAI

Handwritten signatures and initials.



19 NOV 2010

Valid up to
CE/ 9065 /BSH/WS/AK of
Further C. C. is now extended up to top 2nd floor
for/upto to 9.30 mtr height. (Limit of) as per approved

R. F. Talwar
19/11/10 plan dt. 19/10/09.
E.E.B.P. (WS) K Ward



73-21
99400/20
2011

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ
(म्हाडाचा घटक)

MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD
(A MHADA UNIT)



No.CO/MB/Arch/NOC/F-69/७४७२/2011
Dated: १५/१२/११

REVISED OFFER LETTER

To,
✓ The Secretary,
D. N. Nagar Jyoti Co-op Hsg.Soc. Ltd.
Building No.8A & 8B, D. N. Nagar,
Andheri (W),
Mumbai-400 053.

Sub:- N.O.C. for proposed Redevelopment of existing building No. 8A & 8B, Known as D. N. Nagar Jyoti Co-op Hsg.Soc. Ltd. on CTS No. 195 (Pt.), D. N. Nagar, at village Andheri, Mumbai-400 053.

- Ref:-
1. This Office NOC No. CO / MB / Arch / NOC/5282/2007 dated 17.01.2007.
 2. Your Society's letter dated 07.08.2009
 3. Hon'ble V.P. /A approved the proposal on dated 14.10.2009
 4. This Office Offer Letter No.CO/MB/Arch/NOC/5282/2009.
 5. Your society's Architect's letter dated 04.06.2011.
 6. Mumbai Board Resolution No. 247/2646 dated 26.11.2009 & Resolution No. 272 / 2997 dated 05.10.2011.



Sir,

With reference to the above-mentioned subject, it is to inform you that the Hon'ble V.P. / A's has considered your request for :-

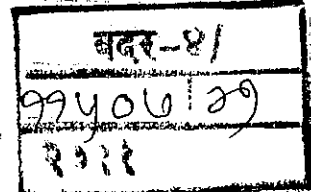
- Allotment of additional Build able area of **2014.02 m2 (i.e. 1084.42 m2 for Residential use + 929.60 m2 for Commercial use)** beyond existing BUA as per 2.5 FSI on subdivided plot.

[Handwritten signatures]

Page 1 of 5

गृहनिर्माण भवन, कलानगर, बान्द्रे (पूर्व), मुंबई - ४०० ०५१.
दूरध्वनी ६६४०५०००, २६५९२८७७, २६५९२६२२
फॅक्स नं. : ०२२-२६५९२०५८ / २६५९०६६० पत्रपेटी क्र. ८१३५

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone : 66405000, 26592877, 26592622.
Fax No. : 022-26592058 / 26590660 Post Box No. 8135



Allotments already approved in the past vide NOCs under reference 1 is as follows :-

- Allotment of Existing Build able area of 1044.00 m2.
- Allotment of Additional TDR of 1891.70 m2 (1016.74 m2 for Residential use + 874.96 m2 for Commercial use) **which is now converted into FSI.**

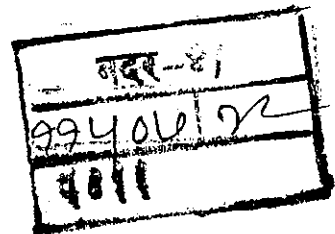
The above allotment is on sub-divided plot as per demarcation plan **admeasuring about 1223.21 m2.** The total built up area should be permitted up to **existing BUA 1044.00 m2 + add. BUA 2014.02 m2 (i.e. 1084.42 m2 for Residential use + 929.60 m2 for Commercial use) = thus total BUA 3058.02 m2** only & existing **40 T/s** (retain carpet area up to 45.00 m2 as per Government Resolution No. बैठक ११०९/प्र.क्र. ३६ /गृनिभू, दि. २६/०८/२००९) + additional **Residential 22 T/s + 03 Nos. of Departmental Stores = Total 62 Residential T/s + 03 Nos. of Departmental stores** are permitted.

MHADA's Resolution no. 6260 Dt. 04/06/2007 , A. R. No. 6341 dated 25/11/2008. A. R. No. 6383 dated 24/02/2009, A. R. No. 6397 dated 15/05/2009 & A. R. No. 6422 dated 07.08.2009 are applicable in the instant case.

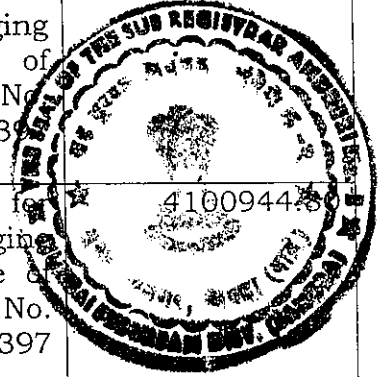
Your Society will have to submit an Undertaking & Indemnity as prescribed pro-forma and also requested to submit the photographs of size 20 cm x 30 cm of existing building and additional land available.

Hence you are requested to make the following payment towards the use of balance B.U.A. of **2014.02 m2 (i.e. 1084.42 m2 for Residential use + 929.60 m2 for Commercial use).**

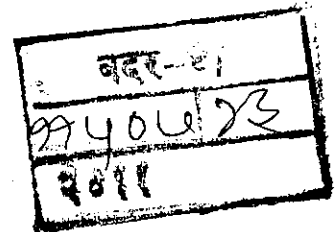
MS *MS*
Patel



Sr. No.	Particular	Amount in Rs.
1	Scrutiny Fees/- 1) Residential Rs. 6000/- 2) Commercial Rs. 12000/-	18000.00
2	Debris Removal	Already Paid
3	Layout approval fees (40 T/s X Rs. 500/-)	20000.00
4	Premium towards additional buildable area for Residential use of 1084.42 sq. mt. by charging Rs. 16,800/- @. 40% current Ready Reckoner Rate of 2009 (i.e. 40% of Rs. 42,000/-) as per MHADA Reso.No. 6260 dt 4/06/2007, MHADA Reso.No. 6397 Dt.05/05/2009 & A. R. No. 6422 dated 07.08.2009.	18218256.00
5	Premium towards additional buildable area for Commercial use of 823.96 sq. mt. by charging Rs. 25,200/- @.60% current Ready Reckoner Rate of 2009 (i.e.60% of Rs. 42,000/-) as per MHADA Reso.No. 6260 dt 4/06/2007, MHADA Reso.No. 6397 Dt.05/05/2009 & A. R. No. 6422 dated 07.08.2009.	20763792.00
6	Premium towards additional buildable area for Commercial use of 105.64 sq. mt. by charging Rs. 38,820/- @. 60% current Ready Reckoner Rate of 2011 (i.e. 60% of Rs. 64,700/-) as per MHADA Reso.No. 6260 dt 4/06/2007, MHADA Reso.No. 6397 Dt.05/05/2009 & A. R. No. 6422 dated 07.08.2009.	4100944.80
7	Total (sr. No. 4+5+6)	43082992.80
8	Deduction of Off site Infrastructure payable to MCGM as per Revised DCR 33(5) = 43082992.80 X 12.5% = 5385374.10 Since Society made payment of Rs. 5205522.00 Balance to be paid to MCGM Rs. 1,79,852.10	(-) 5385374.10 Balance to be paid to MCGM Rs. 1,79,852.10
9	On-site Infrastructure (2014.02 m2 X 10.764 X Rs. 100/-) vide receipt No. 404393 dt. 03.07.2010	2167891.13
10	Water charges amount as per Chief Engineer-II / A's circular dated 02.06.2009	200000.00
11	Society made the payment within time period vide receipts No. 367552 dated 18.03.2010 & 404393 dated 03.07.2010	(-)36397365.13
12	Society already paid the amount for Additional FSI vide receipts Nos. 1) 287022 dt. 12.12.2006 & 2) receipt No. 404463 dt. 15.07.2010	(-) 2576156.00
13	Total Amount Sr. No. (7+8+9-10) say	11,29,988.70 Rs. 11,29,990/-
14	Total in words Rs. Eleven Lakhs Twenty Nine Thousand Nine Hundred Ninety only.	

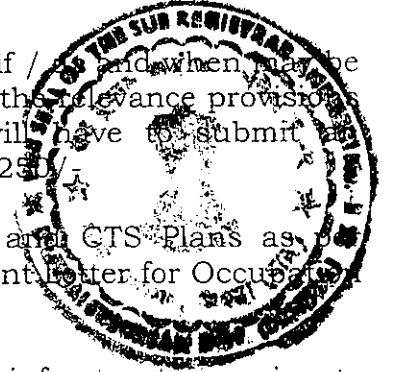


Handwritten signatures and initials:
 JTB
 WY
 Society

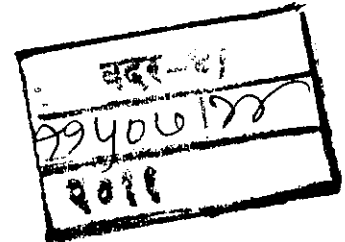


Terms and Conditions:-

- 1) The society will have to make full payment at one time for use of additional built up Area as stated above (i.e. Sr. No. 1 to 14) within 90 days from the date of issue of this letter. If society fails to make this payment within 90 days then the Revised Offer Letter will stand cancelled. Thereafter, the society have to submit fresh redevelopment proposal as per MHADA Resolution No. 6507 dt. 20.09.2010 as per Revised DCR 33(5) with both options of 2(C)(i) & 2(C)(ii).
- 2) The Society's Architect will have to verify the area and dimension as per site report given by Executive Engineer/Housing Ghatkopar Division and submit report about confirmation.
- 3) The Society will have to submit No Dues Certificate from Concerned Estate Manager before issue of NOC.
- 4) This allotment is subject to payment of Stamp Duty if / and when may be imposed by the Government of Maharashtra (Under the relevance provision of Maharashtra Stamp Duty Act. The allottee will have to submit undertaking to this effect on stamp paper worth Rs. 250/-
- 5) Your society will have to submit Property Cards and CTS Plans as per approved sub-division plot area before asking Consent Letter for Occupancy Certificate.
- 6) M.C.G.M. has incurred expenditure for on site infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5). The pro-rata premium shall be payable by the society & the pro-rata premium of revised layout under D.C.R. 33(5) with 2.5 FSI shall also payable by society as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 7) Your society will abide by all terms and conditions as may be given earlier NOC letter.
- 8) As per शासन निर्णय क्र बैठक ११०९ / प्र.क्र. ३६ / गृनिभू, दिनांक २६.०८.२००९ you will have to maintain 40 Existing Ts of carpet area upto 45.00 sq. meters including balcony area.
- 9) The Pro-rata premium for approval of revised layout under DCR 33 (5) with 2.5 FSI shall also be payable by society as and when communicated to you.
- 10) **This Revised offer letter supersedes the earlier NOC issued to society vide letter No. CO / MB / ARCH / NOC / F-849/ 370/ 2007 dated 17.01.2007.**
- 11) **The additional Tit-Bit plot/NTBNIB area beyond leased plot area is allotted along with 2.5 FSI of the said tit-bit/NTBNIB plot to facilitate**



Handwritten signatures and initials:
PAB
WY
Patey



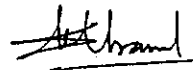
redevelopment on the total plot and to create additional housing stock. These Tit-bit/NTBNIB plots are the property of MHADA & the permissible FSI on them are a part of balance FSI in the Layout. On approval of the layout, the 2.5 FSI on roads, open spaces and such tit-bit plots shall be clubbed for computation of prorata BUA per tenement and shall be duly adjusted by deducting 2.5 FSI on tit-bit/NTBNIB plots already allotted to the Society.

An amount of **Rs. 11,29,990/-** (In words **Rs. Eleven Lakhs Twenty Nine Thousand Nine Hundred Ninety only.**) may be paid in the office of the Chief Accounts Officer/ Mumbai Board, Third Floor, Griha Nirman Bhavan, Bandra (E), Mumbai - 400051. By Demand Draft/ Pay Order or by cash from 10.00 A.M. to 5.00 P.M. on all working days and produce certified Xerox copy of the receipt in this office.

Since the society already made the payment towards office infrastructure charges vide receipt No. 2116601 dated 18.06.2010 an amount of **Rs. 1,52,05,522.00**, **balance amount of Rs. 1,79,852.10** shall be payable in the office of the Executive Engineer, Building Proposal Department (WS), R. K. Patkar Marg, Above Bhabha Hospital Building, Bandra (W), Mumbai-400 050 and produced certified Xerox copy of the receipt in this office.

On receipt of the same the NOC will be processed under certain terms and condition, which may please, be noted.

(Draft copy approved by CO / MB)



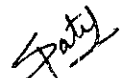

for Chief Officer,
M. H. & A. D. Board,
Bandra (E), Mumbai -400051.

Copy forwarded to Executive Engineer (B.P. / WS), MCGM, R. K. Patkar Marg, Bhabha Hospital Building, Bandra (W), Mumbai-400 050. You are requested to submit the report, payment made by the society of **Rs. 1,79,852.10**

Copy to License Surveyor M/s Ellora Project Consultant, Riddhi Siddhi Complex, 1st Floor, Kamraj Nagar, Near Municipal School, Goregaon (W), Mumbai-400 062., for information.

Copy forwarded to information and necessary action in the matter to the: -

1. Executive Engineer, Housing Bandra / Maintenance/ Division.
2. Estate Manager / II/ M.B.
3. Asst. Land Manager / Andheri / M.B.
4. Chief Accounts Officer/M.B.(Please inform this office after receipt of the above payment.)
5. Secretary & Administrative Officer/M.B. for information with reference to M. B. Resolution No-247/2646 dated 26.11.2009 & Resolution No. 272 / 2997 dated 05.10.2011.
6. Copy to Shri Teli, / Shri Baniya, / Shri Jadhav, Sr. Clerk for record file.

वदर-४
९९४०६०४
२०११

D. A. BAROT

ADVOCATE, HIGH COURT

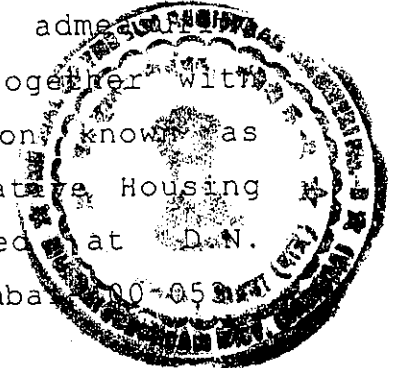
OFFICE: Chamber No.1, 2nd Floor, Round Bldg., Picket Road, Kalbadevi, Mumbai-400 002. || Phone:2203 5579.
RESIDENCE: Room No.5, 1st Floor, Gordhan Villa, Amersi Road, Malad(W), Mumbai-400 064. || Phone:2889 0622.

Ref.No. _____

Date: _____

TITLE CERTIFICATE

Sub: ALL the piece and parcel of land
alongwith F.S.I., T.D.R. and
Development rights etc., lying and
being at D.N. Nagar, Andheri (West),
Village: Andheri in the Registration
Sub-District of Bandra, District:
Mumbai and bearing Survey No.106-A and
City Survey No.195 (Part), admeas
1223.21 sq. meters and together with
buildings standing thereon known as
D.N. Nagar Jyoti Co-operative Housing
Society Limited situated at D.N.
Nagar, Andheri (West), Mumbai-400-052

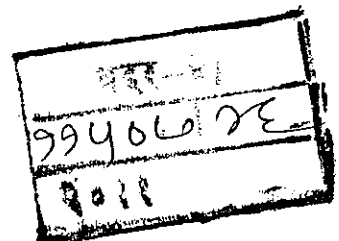


=====

I have taken the search of the immovable
property and that the present Developers- M/s.
ZENAL CONSTRUCTION PRIVATE LIMITED have
acquired the development right of the above
immovable property by Registered Development
Agreement, dated 28th May, 2007 and General
Power of Attorney, dated 25th May, 2007
respectively from D.N. Nagar Jyoti Co-operative
Housing Society Limited respectively and said

[Handwritten signature]
Fateh

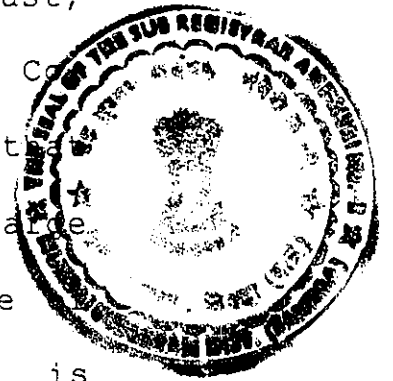
[Handwritten signature]



: 2 :

Development Agreement is duly Registered with the Sub-Registrar of Assurances at Mumbai under Serial No. Bandra-15 4044/2007.

I have taken the search of the said immovable property and also perused the registered Lease Agreement, dated 21st August, 1990 between MHADA and the D.N. Nagar Jyoti Co-operative Housing Society Limited and there are no encumbrances, mortgage or charge on the said immovable property. The title M/s. ZENAL CONSTRUCTION PRIVATE LIMITED is clear and marketable.



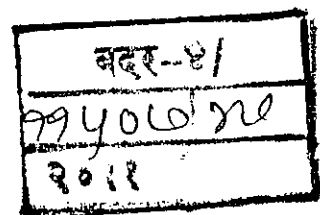
Mumbai, dated this 29th day of January, 2008.

J. B. Patil

Advocate, High Court.

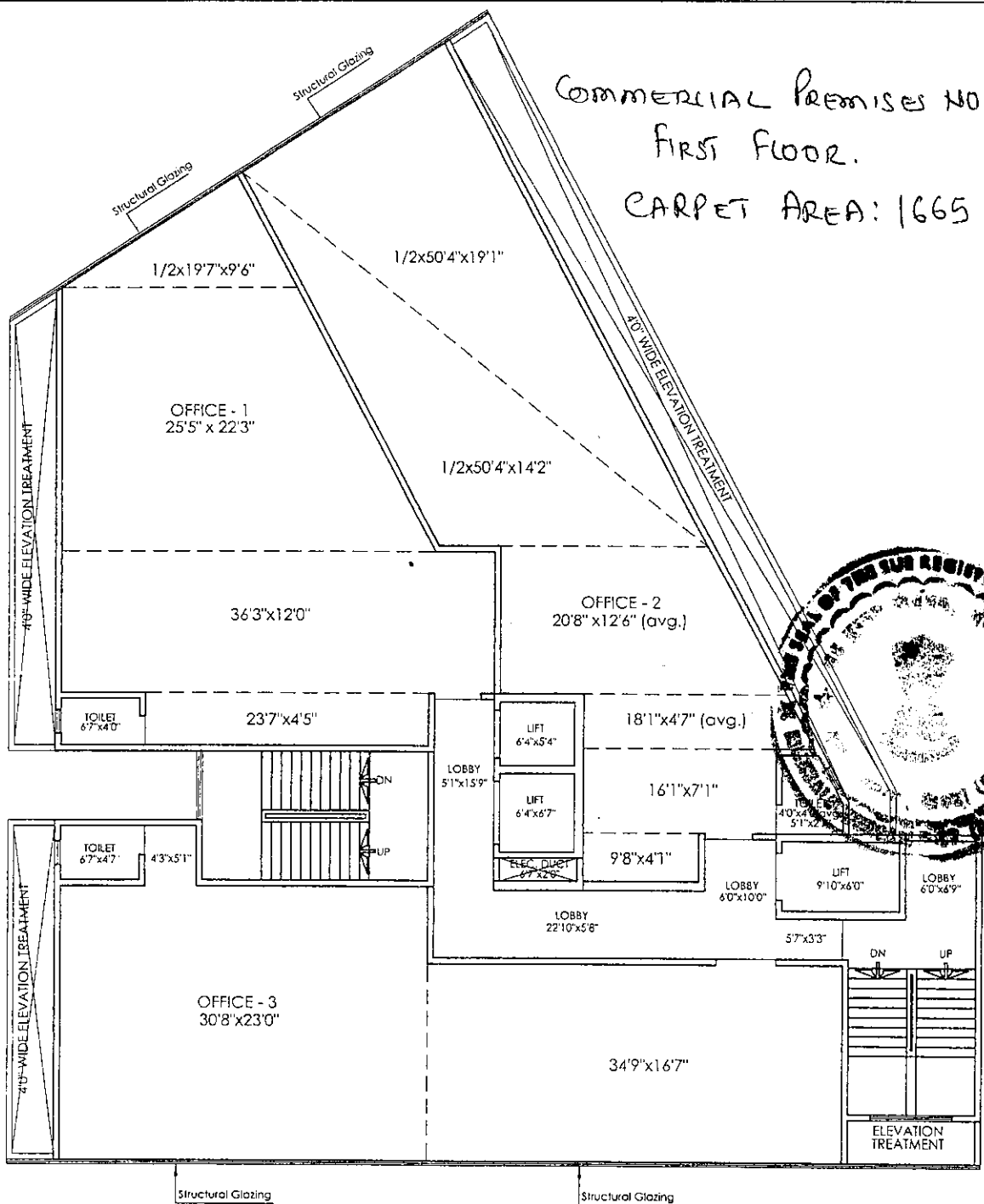
J. B. Patil

J. B. Patil



COMMERCIAL PREMISES NO: 102
FIRST FLOOR.

CARPET AREA: 1665 Sq. Ft



1ST & 2ND FLOOR PLAN

**PUSHPAK ZENAL
DEVELOPERS**

PROPOSED REDEVELOPMENT OF JYOTI CO.OP. HSG. SOC.
BLDG. NO. 8A, 8B AT D.N.NAGAR,
ANDHERI (W), MUMBAI.

ELLORA
PROJECT CONSULTANTS
RIDDHI SIDDHI COMPLEX,
1ST FLOOR, 'C' WING,
KAMRAJ NAGAR,
GOREGAON (W), MUMBAI 400 062.
TEL : 28786753 / 28786758.

For ZENAL CONSTRUCTION PVT. LTD.

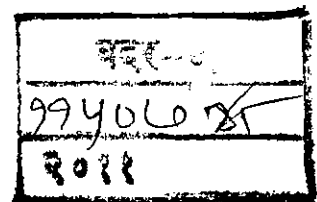
For PUSHPAK ZENAL DEVELOPERS

Atchut
DIRECTOR

Patej
Authorized Signatory

For PUSHPAK BILLIONS PVT LTD.

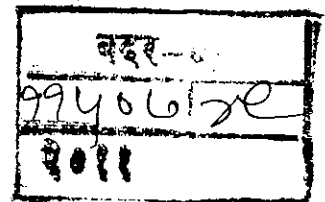
W-1
Authorized Signatory, Director



**LIST OF AMENITIES TO BE PROVIDED IN THE
COMMERCIAL PREMISES**

1. The building shall be of R.C.C. Frame Structure.
2. One rolling shutter of M.S. Type will be provided in each Gala.
3. Vitrified Tile flooring will be provided in the premises
4. One toilet will be provided as per the M.C.G.M rules along with full height dedo tiles.
5. 3 Phase electrical line will be provided up to the main distribution box.

Handwritten signatures: [Signature 1] [Signature 2] [Signature 3]





Tuesday, February 15, 2005

12:33:10 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 737

दिनांक 15/02/2005

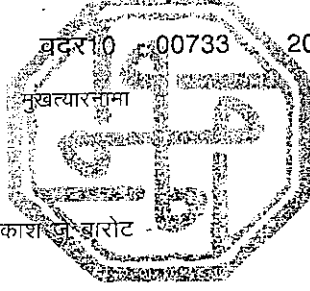
गावाचे नाव गोरेगांव

दस्तावेजाचा अनुक्रमांक

बदर 10 00733 2005

दस्तावेजाचा प्रकार

मुखत्यारनामा



सादर करणाराचे नाव: मि प्रकाराजि बरोट

नोंदणी फी

:-

100.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

:-

120.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (6)

एकूण

रु.

220.00

आपणास हा दस्त अंदाजे 12:47PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-बोरीवली 4

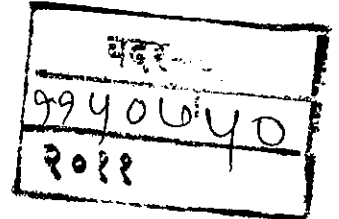
बाजार मुल्य: 1 रु.

मोबदला: 0रु.

भरलेले मुद्रांक शुल्क: 100 रु.

सह. दुय्यम निबंधक बोरीवली-क्र. ४,
मुंबई उपनगर जिल्हा.

DELIVERED



The Cosmos Co-op. Bank Ltd., Pune
(Multistate / Scheduled Bank)

दिनांक / Date 31/12/05

डीडी/चेक / रोख रूपये
DD/Cheque/ Cash Rs. 100/-

इतर जमा
Other Income

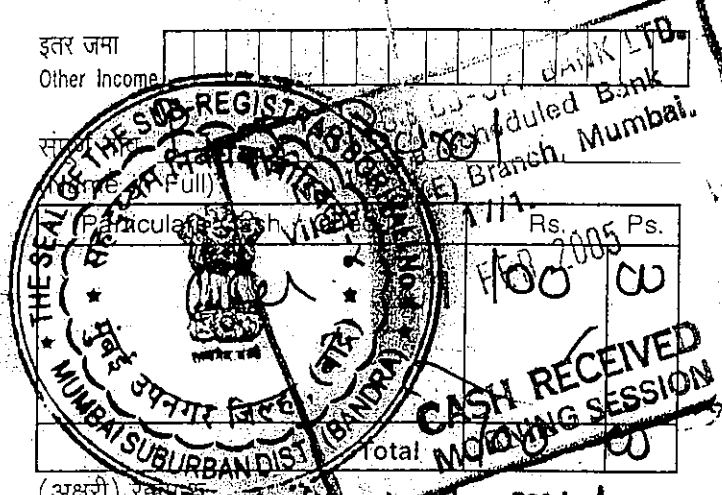
संस्थान (Full Name)
The Cosmos Co-op. Bank Ltd. (Scheduled Bank)
ब्रांच (Branch) Mumbai.

Particulars	Rs.	Ps.
111	100	00
Total	100	00

(अक्षरी) रकम
Rs.in Words One Hundred Only

पैसे भरणासाठी अटी
Sign. of the depositor
9
2005

Auth. Officer



बंदर
99406149
2022

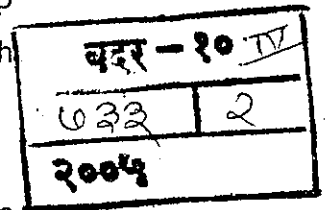
GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, Shri. Prakash Jibhai Barot, of Mumbai, Indian Inhabitant, doing and carrying out my Business of builders, Developers in the name of my Private Limited Companies and various Partnership Firms, residing at 702, Shreeji Kiran, Plot No: 107, L.T. Road, Goregaon (West), Mumbai- 400 062 hereinafter called as 'THE EXECUTANT', SEND GREETINGS.

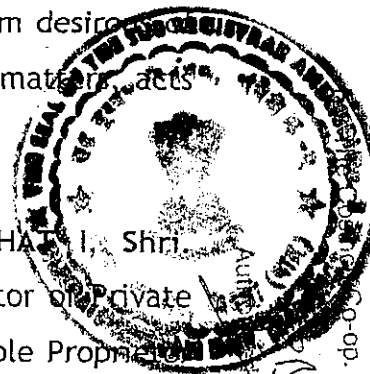


WHEREAS

a. I am doing and carrying out my business of Builder and Developer in my capacity as Director of Private Limited Companies, Partner of Partnership Firms and Sole Proprietor of my Proprietorship Concern and I have entered in to various types of Agreements with regards to the Development and Sale of various properties.

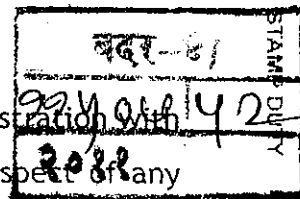


b. Due to unavoidable circumstances, I, am personally unable to be present before the various authorities, therefore I am desirous of appointing Mr. Somsekhar P. Nair, to do all things, matters and deeds as appearing hereinafter.



NOW KNOW YE AND THESE PRESENTS WITNESS THAT I, Shri. Prakash Jibhai Barot in my personal capacity as Director of Private Limited Companies, Partner of Partnership Firms and Sole Proprietor of my Proprietorship Concern, do hereby nominate and constitute and appoint Mr. Somsekhar Prabhakar Nair, ^(manages) adult Indian Inhabitant of Mumbai, to be my true and lawful Attorney, with power and authority to do and execute the following acts, matters, deeds and things for me, in my name and on my behalf.

1. For me on my behalf and in my name to lodge for Registration the Sub - Registrar of Assurances, document/ s in respect of any property, that may be executed by me.
2. For and on behalf in my name, to admit execution of Document/s that may be executed by me singly or jointly with others.



The Cosmos Co-operative Bank Ltd., Vile Parle Branch, Mumbai
D-5/STP(V)/C/R.1004/06/200
4/1762.64/04
Stamp Duty
R. 0000100/-PB5114
10:58
Special Adhesive
FEB 07 2005
74014
125168
MAHARASHTRA

3. To do all the acts, deeds and matters and things to have the document/s, duly Registered with the concerned Sub - Registrar of Assurances.

4. To appear and represent before the appropriate revenue authorities including the Offices of the Tahsildar, Talati, City Survey Office/s, their office bearers, in respect of all the properties, ~~which I have agreed to develop and to sign and execute necessary letters, applications, declarations, to obtain the Certified Copies of the City Survey Records, 7/12 Extracts, 6/12 Extracts, 8/12 Extract, i.e. Gaon Utara, Property Register Card (Utara).~~

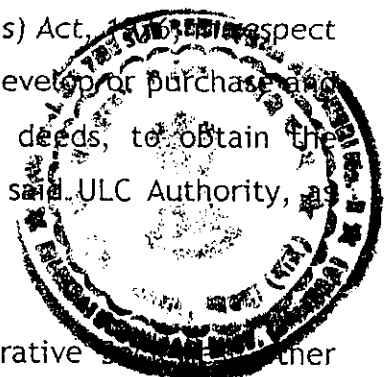
5. To appear and represent before the Appropriate ULC Authorities and the Office bearers appointed under the Urban Land (Ceiling Regulations) Act, 1976, in respect of the development of properties, which I have agreed to develop or purchase, and to sign and execute the necessary applications, letters, deeds, to obtain the required NOC/s or such Development Certificate from the said ULC Authority, as per law.

6. To approach the Registrar or Sub - Registrar of Co-Operative Societies and other concerned authorities, its office bearers, members, staff, employees and all other persons for purpose of forming the Co-operative Society of the various flat / shop / unit/ premises purchased in the property developed or to be developed by me, in the manner set out hereinabove.

7. To attend the Meetings and all such meetings of the Registrar of Societies and generally to do all acts and things as may be required to be done for the purposes contained herein.

8. To apply to the Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976 for grant of permission to develop the various properties and to state the merits and facts of the agreements, documents thereof and for that purpose to sign all applications and other papers, to appear before the Competent Authorities and to give them all the required documents and papers for obtaining the permission under the said Act.

9. I hereby agree to ratify all acts and things lawfully done by my said Attorney by exercise of the powers herein contained:



7944442

बंदर - १० IV
०३३ ३
२००५

10. To do generally all other acts things for the conduct of the aforesaid purposes and matter as I could have done the same if I was personally present. This Power Of Attorney is Revocable.

IN WITNESS WHEREOF, I SHRI. PRAKASH JIBHAI BAROT ON THIS 15th DAY OF FEBRUARY 2005, SET MY HAND TO THESE PRESENTS.

SIGNED SEALED AND DELIVERED)
BY THE WITH IN NAMED EXECUTANT)
MR. PRAKASH JIBHAI BAROT)

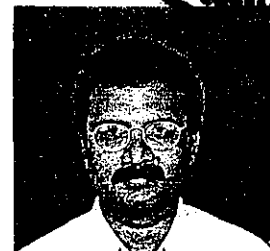
Prakash Barot



Witness
[Signature]

SPECIMEN SIGNATURE OF THE)
CONSTITUTED ATTORNEY)
MR. SOMSEKHAR P. NAIR)

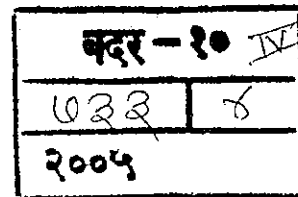
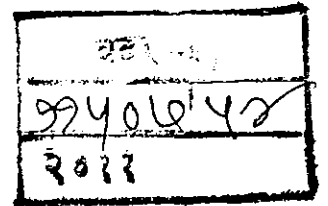
[Signature]

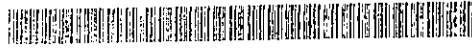


WITNESSES:

1. *[Signature]*
(ANARESH BAROT)

2. *[Signature]*
(R.H. BAROT)





15/02/2005

दुय्यम निबंधकः

12:33:54 pm

सह दु.नि.का-बोरीवली 4

दस्त गोषवारा भाग-1

बदर10

दस्त क्र 733/2005

दस्त क्रमांक : 733/2005

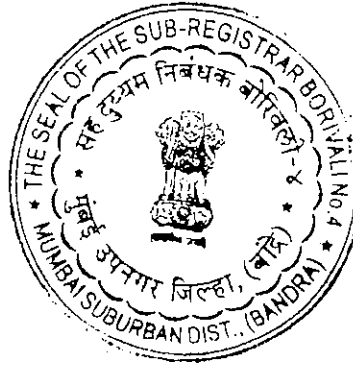
दस्ताचा प्रकार : मुखत्यारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम: मि प्रकाश जे बाराट - -</p> <p>पत्ता: घर/प्लॉट नं: 702</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: श्री. जी किरण</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: 107 एल टी रोड</p> <p>शहर/गाव: गोरगाव प</p> <p>तालुका: -</p> <p>पिन: 62</p> <p>पॅन नम्बर: -</p>	<p>लिहून देणार</p> <p>वय 41</p> <p>सही</p>		
2	<p>नाम: मि सोमशेखर प्रभाकर नायर - -</p> <p>पत्ता: घर/प्लॉट नं: 28</p> <p>गल्ली/रस्ता: अशोक नगर</p> <p>ईमारतीचे नाव: सोम लता</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव: कांदीवली पू</p> <p>तालुका: -</p> <p>पिन: 101</p> <p>पॅन नम्बर: -</p>	<p>लिहून घेणार</p> <p>वय 37</p> <p>सही</p>		

बदर - १० IV

७२३ ५

२००५



बदर - ०१

९९५०७५५

२०११



दस्त गोषवारा भाग - 2

वदर10

दस्त क्रमांक (733/2005)

दस्त क्र. [वदर10-733-2005] चा गोषवारा
बाजार मुल्य :1 मोबदला 0 भरलेले मुद्रांक शुल्क : 100

पावली क्र.:737 दिनांक:15/02/2005

पावलीचे वर्णन

नांव: मि प्रकाश जे बारोट - -

दस्त हजर केल्याचा दिनांक :15/02/2005 12:29 PM

निष्पादनाचा दिनांक : 15/02/2005

दस्त हजर करणा-याची सही :

100 :नोंदणी फी

120 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

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

220: एकूण

दस्ताचा प्रकार :48) मुखत्यारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 15/02/2005 12:29 PM

शिक्का क्र. 2 ची वेळ : (फी) 15/02/2005 12:33 PM

शिक्का क्र. 3 ची वेळ : (कबुली) 15/02/2005 12:33 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 15/02/2005 12:33 PM

दस्त नोंद केल्याचा दिनांक : 15/02/2005 12:33 PM

सह. निबंधकप्री सही, सह. दु.नि.का-बोरोवली 4
सह. दुय्यम निबंधक बोरोवली-क्र. ४,
मुंबई उपनगर जिल्हा.

ओळख :

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

1) सतिश ठक्कर - - , घर/फ्लॅट नं: 503

गल्ली/रस्ता: -

ईमारतीचे नाव: पुडलेंड

ईमारत नं: - -

पेट/वसाहत: -

शहर/गाव: अंधेरी प

तालुका: -

पिन: 53

2) रवी भालेराव - - , घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

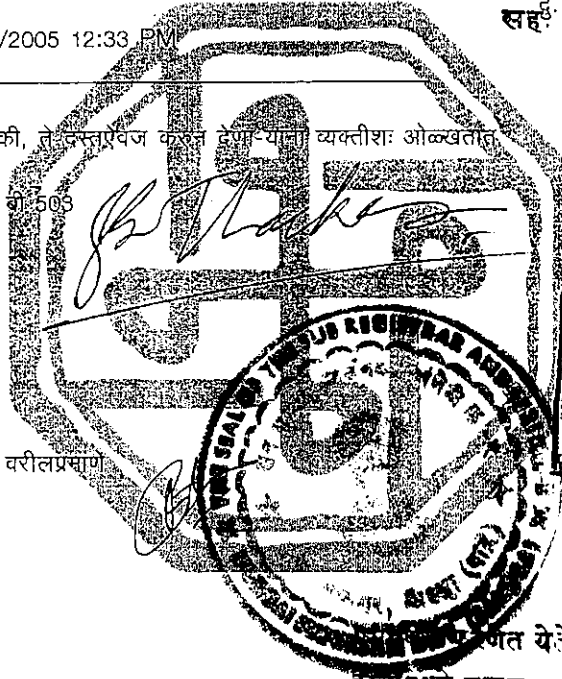
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -



वदर-१० IV
७३३ ०६
२००५

पावत येते की, या
दस्तामध्ये एकूण ...६...पाने आहेत.

सह. दुय्यम निबंधक बोरोवली-क्र. ४,
मुंबई उपनगर जिल्हा.

सह. निबंधकप्री सही
सह. दु.नि.का-बोरोवली 4
सह. दुय्यम निबंधक बोरोवली-क्र. ४,
मुंबई उपनगर जिल्हा.

वदर-१०
९९५०५.५६
२०११



वदर-१०/ ७३३/२००५

पुस्तक क्रमांक ४, क्रमांक वर

नोंद या.

दिनांक: १५.०२.१०७

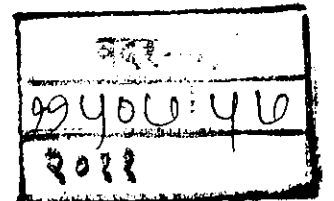
सह. दुय्यम निबंधक, बोरोवली - ४.
मुंबई उपनगर जिल्हा.

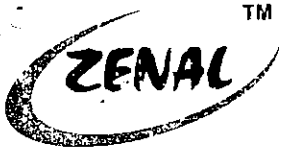
घोषणापत्र

मी ~~कोणीही~~ कोणीही द्वारे घोषित करतो की, दुय्यम
निबंधक अंशेरी-2 यांच्या कार्यालयात कोणीही या शिर्षकाचा दस्त
नोंदणीसाठी सादर करण्यात आला आहे. प्रकाश वारे व इ. यांना
दि. 15/02/2005 रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त
नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी
कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मंयत झालेले नाही किंवा
अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून
उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे
कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक : 29/12/11

कुलमुखत्यारपत्रधारकाचा नाव
व मही





ZENAL CONSTRUCTION PVT. LTD.

Shop No. 6, Saurabh Apartment, Sahaji Raje Marg, Near Bhuta School, Vile Parle (E), Mumbai - 57.

© 6691 0383, 6698 9482 • Fax : 6691 0382 • Email : zenalgroup@gmail.com


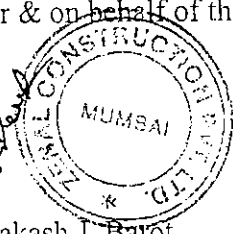
ABSTRACT OF THE RESOLUTION PASSED DURING THE MEETING OF THE BOARD OF DIRECTORS HELD ON THE 24th, December 2011 AT THE REGISTERED OFFICE OF THE COMPANY


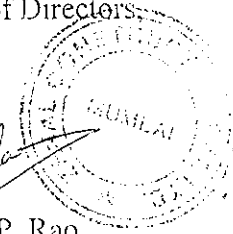
We hereby certify that following resolution was passed at the meeting of the Board held at registered Office Mumbai.

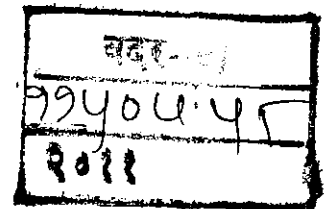
RESOLVED unanimously in the meeting that Zenal Construction Pvt. Ltd. execute an agreement for sale of Shop No. 1 , 2 , 3 on Ground Floor, Commercial Premises 101 , 102 , 103 on First Floor and Commercial Premises 201 , 202 , 203 on Second Floor of D.N. Nagar Jyoti Co-Op. Hsg. Soc. Ltd. , Opp. Cosmopolitan College, D.N. Nagar, Andheri(W), Mumbai-400 053 in favour of Pushpak Bullion Pvt. Ltd. a Company having it's registered office at 905/906, Jewel World Building , 9th Floor, Kalbadevi Road, Mumbai-400 002 and company have no objection for the same.

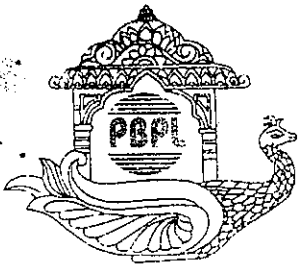
It is also resolved that the Agreement for Sale to be executed and signed on behalf of the company by Prakash J. Barot.

For & on behalf of the Board of Directors:



Prakash J. Barot.
Chairman



Umesh P. Rao
Director





905/906, 9th Floor, Jewel World, Cotton Exchange Bldg.,
Kalbadevi Road, Zaveri Bazar, Mumbai - 400 002, (India)
Tel: +91-22-2240 3344/66, +91-22-6534 1711/12
Fax: +91-22-2241 1648 • E-mail: info@pushpakbullions.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PUSHPAK BULLIONS PRIVATE LIMITED IN THE BOARD OF DIRECTORS MEETING HELD ON 12th DECEMBER, 2011 AT ITS REGISTERED OFFICE, 6, THAKKAR NIWAS, 93, BHULESHWAR ROAD, BHULESHWAR, MUMBAI – 400 002 AT 11.00 AM.

“RESOLVED THAT the board of Directors of the company hereby authorize Mr. Chandrakant Narsidas Patel to act on behalf of the company sign and execute all documents, deeds, agreements and complete registration pertaining, assign, sublet the property in Shop No 1, Shop No 2; Shop No 3, Commercial Premises 101, Commercial Premises 102, Commercial Premises 103, Commercial Premises 201, Commercial Premises 202, and Commercial Premises 203 at Jyoti Tower, D.N. Nagar Jyoti Co-op Hsg. Society Ltd., Cosmopolitan College, D.N. Nagar, Opp Versova Police Stn, Andheri (W), Mumbai – 400053..

“FURTHER RESOLVED THAT the Board of Directors of the Company do hereby authorize Mr. Chandrakant Narsidas Patel to negotiate, execute, and present on behalf of M/s Pushpak Bullions Pvt. Ltd. For various meetings, financial arrangements, confidential discussions and official presentation pertaining, assign, sublet the Shop No 1, Shop No 2, Shop No 3, Commercial Premises 101, Commercial Premises 102, Commercial Premises 103, Commercial Premises 201, Commercial Premises 202, and Commercial Premises 203 at Jyoti Tower, D.N. Nagar Jyoti Co-op Hsg. Society Ltd., Cosmopolitan College, D.N. Nagar, Opp Versova Police Stn, Andheri (W), Mumbai – 400053..



TRUE COPY

For PUSHPAK BULLIONS PVT. LTD.
PUSHPAK BULLIONS PVT. LTD.

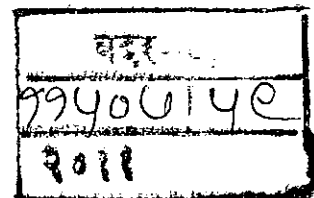
Chandrakant Narsidas Patel

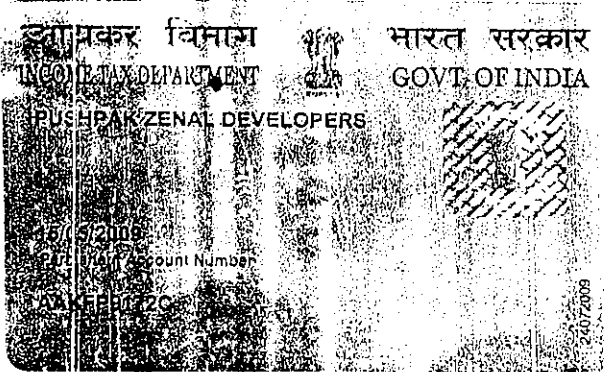
H.O : 6, Thakkar Niwas, 93, Bhuleshwar Road, Mumbai-02. Tel. : +91-22-6526 1711 • Fax : +91-22-2240 0400 • E-mail : ho@pushpakbullions.com

Branch : Shop No. 1, Nisarg Palace, Opp. Girish Cold Drink, Market Chowk, Ahmedabad 380 001
Telefax : +91-79-2214 2311, 2215 3012 • E-mail : ahmedabad@pushpakbullions.com

Surat SEZ Unit : Plot No. 158 B Part, Surat Special Economic Zone, Sachin, Dist. Vadodra, Gujarat, India

www.pushpakbullions.com





AAKFP9172C



बंदर-०१
९९५०५१६०
२०११

PERMANENT ACCOUNT NUMBER
AABCP9537H

COMPANY NAME
PUSHPAK BULLIONS PVT LTD

DATE OF INCORPORATION
17-12-1999

Alsing
DIRECTOR OF REVENUE TAX (SYSTEMS)



9940639
2011

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AAACZ0913E



नाम /NAME
ZENAL CONSTRUCTION PRIVATE LIMITED

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION
18-09-1994

R. Singh

आयकर निदेशक (पद्धति)
DIRECTOR OF INCOME TAX (SYSTEMS)



99406 ER
2014



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



VIJAY DATTARAM PATNE

DATTARAM ATMARAM PATNE

26/11/2018
Per Return Account Number
ASEP18816D

Signature



14082007

99404 ES
2018



29/12/2011

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर4

दस्त क्र 11507/2011

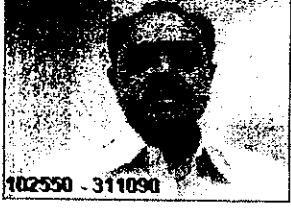





11:06:41 am

अंधेरी 2 (अंधेरी)

E. J. E. P.

दस्त क्रमांक : 11507/2011

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: पुष्पक बुलियन्स प्रा लि चे संचालक चंद्रकांत नरसिंहदास पटेल - AABCP9537H - - पत्ता: घर/फ्लॅट नं: 905 आणि 906, ज्वेल वर्ल्ड इमारत, 9वा मजला, काळबादेवी रोड मु-02 गल्ली/रस्ता: - ईमारतीचे नाव: - ईम	लिहून देणार वय - सही	 102550 - 311090	
2	नाव: मे. पुष्पक झिनल डेव्हलपर्स चे भागीदार सुचित सी पटेल - AAKFP9172C - - पत्ता: घर/फ्लॅट नं: 6, सौरभ अपार्टमेंट, शहाजी राजे मार्ग, विलेपार्ले पू मु-57 गल्ली/रस्ता: - ईमारतीचे नाव: -- ईमारत नं: - ८	लिहून देणार वय - सही	 102550 - 311090	
3	नाव: मे. झिनल कंस्ट्रक्शन प्रा लि चे संचालक प्रकाश जे बारोट तर्फे मुखत्यार सोमशेखर नायर - AAACZ0913E - - पत्ता: घर/फ्लॅट नं: वरिलप्रमाणे गल्ली/रस्ता: --- ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत:	लिहून देणार वय - सही	 102550 - 311092	





दस्त गोषवारा भाग - 2

वदर4

दस्त क्रमांक (11507/2011)

६५/६५

दस्त क्र. [वदर4-11507-2011] चा गोषवारा
बाजार मुल्य :31547100 मोबदला 33235000 भरलेले मुद्रांक शुल्क : 1662000

पावती क्र.:11577 दिनांक:29/12/2011
पावतीचे वर्णन
नांव: पुष्पक बुलियन्स प्रा लि चे संचालक चंद्रकांत
नरसिंहदास पटेल - AABCP9537H - -

दस्त हजर केल्याचा दिनांक :29/12/2011 11:02 AM
निष्पादनाचा दिनांक : 26/12/2011
दस्त हजर करणा-याची सही :

[Handwritten signature]

30000 :नोंदणी फी
1300 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31300: एकूण

[Handwritten signature]

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 29/12/2011 11:02 AM
शिकका क्र. 2 ची वेळ : (फी) 29/12/2011 11:05 AM
शिकका क्र. 3 ची वेळ : (कबुली) 29/12/2011 11:06 AM
शिकका क्र. 4 ची वेळ : (ओळख) 29/12/2011 11:06 AM

दस्त नोंद केल्याचा दिनांक : 29/12/2011 11:06 AM

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

1) निलेश रेवाळे - - ,घर/फ्लॅट नं: -
गल्ली/रस्ता: 15/बी, जीवनधारा सोसायटी, विलेपार्ले पू मुंबई
ईमारतीचे नाव: -
ईमारत नं: --
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

[Handwritten signature]



दुय्यम निबंधक अंधेरी - २
मुंबई उपनगर जिल्हा.

2) विजय पाटणे- - ,घर/फ्लॅट नं:
गल्ली/रस्ता: वरिलप्रमाणे
ईमारतीचे नाव: -
ईमारत नं: --
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

[Handwritten signature]



दुय्यम निबंधक अंधेरी - २
मुंबई उपनगर जिल्हा.

[Handwritten signature]
दु. निबंधकाची सही
अंधेरी 2 (अंधेरी)

प्रमाणित करण्यात येते की, या
दस्तावेज्ये वरून *[Handwritten signature]* याने नोंदले.

[Handwritten signature]

दुय्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा.



वदर ४/११५०७/२०११

शुल्क नोंदणी करिता भरलेला
मोबदला.

दिनांक: 29/12/2011

[Handwritten signature]

दुय्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा.



दुय्यम निबंधक: अंधेरी 2 (अंधेरी)

दस्तक्रमांक व वर्ष: 11507/2011

Thursday, December 29, 2011

11:06:55 AM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : अंधेरी

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 33,235,000.00
बा.भा. रू. 31,547,100.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 195 वर्णन: कमर्शियल प्रिमायसेस नं 102, पहिला मजला, ज्योती टॉवर इमारत, डी एन नगर ज्योती को ऑप हौ सोसा लि, कॉस्मोपोलिस कॉलेज जवळ, डी एन नगर, अंधेरी प मु-53.
- (3) क्षेत्रफळ (1) 185.68 चौ मी बांधीव
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे. पुष्पक झिनल डेव्हलपर्स चे भागीदार सुचित सी पटेल - AAKFP9172C - -; घर/फ्लॅट नं: 6, सौरभ अपार्टमेंट, शहाजी राजे मार्ग, विलेपार्ले पू मु-57; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(2) मे. झिनल कंस्ट्रक्शन प्रा लि चे संचालक प्रकाश जे बारोट तर्फे मुखत्यार सोमशेखर नायर - AAACZ0913E - -; घर/फ्लॅट नं: वरिलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) पुष्पक बुलियन्स प्रा लि चे संचालक चंद्रकांत नरसिंहदास पटेल - AABCP9537H - -; घर/फ्लॅट नं: 905 आणि 906, ज्वेल वर्ल्ड इमारत, 9वा मजला, काळबादेवी रोड मु-02; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 26/12/2011
- (8) नोंदणीचा 29/12/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 11507 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 1661750.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 30000.00
- (12) शेरा

DATED THIS ___ DAY OF _____ 2011

BETWEEN

M/S. PUSHPAK ZENAL DEVELOPERS

Shop No: 6, Saurabh Apartment, Shahaji Raje Marg,
Vile Parle (East), Mumbai – 400 057.

“THE SELLER”

ZENAL CONSTRUCTION PRIVATE LIMITED

Shop No: 6, Saurabh Apartment, Shahaji Raje Marg,
Vile Parle (East), Mumbai – 400 057.

THE DEVELOPER/ PROMOTERS

AND

THE PURCHASERS

AGREEMENT FOR SALE

Commercial Premises No: 203, On the Second Floor,
Of the D.N. Nagar Jyoti Co-Op Hsg Soc Ltd,
Opp Cosmopolitan College, D.N. Nagar,
Andheri (West), Mumbai – 400 053.