



Wednesday, August 28, 2013
4:03 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 6113 दिनांक: 28/08/2013

गावाचे नाव: बोरीवली

दस्तऐवजाचा अनुक्रमांक: बरल9-4917-2013

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: इंदरपाल अवतारसिंग रीसम

नोंदणी फी ₹. 21760.00

दस्त हातावणी फी ₹. 1300.00

पृष्ठांची संख्या: 65

एकूण: ₹. 23060.00

आपणास मूळ दस्त, थंबनेल प्रिंट व सीडी अंदाजे 4:22 PM ह्या वेळेस मिळेल.

BRL9

वाजार मुल्य: ₹.2175000/-

भरलेले मुद्रांक शुल्क: ₹. 108800/-

सह. पुणे नगरपालिका, बोरीवली - २
मोवदला: ₹. 1360000/-
मुंबई उच्च न्यायालय निलंबित.

1) देयकाचा प्रकार: By Demand Draft रकम: ₹.21760/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 682226 दिनांक: 26/08/2013

बँकेचे नाव व पत्ता: YES Bank "

2) देयकाचा प्रकार: By Cash रकम: ₹ 1300/-

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RECEIVED BY THE DOCUMENT
DELIVERY ON 28/8/13

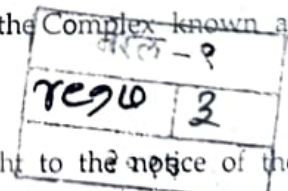
AND WHEREAS under a Lease Deed dated 17-12-2005 duly registered under Sr. No. 6669 of 2005 at the office of Sub- Registrar of Assurance, Bandra, MHADA granted a lease of the said property mentioned in the First Schedule in favour of M/s Dream Enterprises. The said M/s. Dream Enterprises, under an Agreement for Development dated 20-3-2006 duly registered before the sub Registrar of assurance at Borivali on 21-03-2006 under Serial no. 2218/2006 granted development rights in favour of the Developer herein for development of the said plot mentioned in the First Schedule to carry out construction and development in accordance with the lease granted by MHADA in favour of the Lessee.

AND WHEREAS the said Lessee M/s Dream Enterprises has executed an Irrevocable Power of Attorney in favour of the Developer herein for furtherance of a Development Agreement confirming various rights and Powers to develop and include right to sell the Shops/Units/Premises, constructed on the said leasehold plot.



AND WHEREAS the Developer On the strength of the said Development Agreement and Power of Attorney, submitted plans to the Municipal Corporation for Greater Mumbai for construction of Commercial Complex including construction of Cinema Hall popularly known as Multiplex in the said Commercial Complex. The Municipal Corporation vide its permission dated IOD Dated 8/3/06 & C.C. Dated 05/05/2006 granted permission for construction of Commercial/ Cinema Complex. The Developer herein constructed the Commercial Complex and has offered to sell the constructed area to various prospective purchasers of Shops/Units/Premises. The purchasers herein have agreed to purchase ~~Shops/Units/Space~~ No. 15, on FIRST floor, in the Complex known as "ZOOM PLAZA"

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AND WHEREAS the Developer has brought to the notice of the purchaser that the land is a leasehold plot of obtained on lease initially for a period of 30 years granting lease in favour of M/s Dream Enterprises with a renewal clause of further 30 years on two such occasions and thereby agreeing to grant lease for the total period of 90 years subject to revision of lease rent on such terms and conditions as the MHADA may deem fit.

AND WHEREAS by letter dated 16th November 2007 M/S. Dream Enterprises sought permission by way of an NOC to sell the shops in furtherance of clause 2(1) of the lease deed. The MAHADA by their letter dated 9th May 2007 granted the permission on condition of payment of Rs. 500/- per shop at the time of

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registration of the society. Thus the developers as constituted attorney of the said Dream Enterprises are entitled to sell the shops to the purchaser.

The Certificate of Title issued by H. S. Shirepad Murthy, Advocates for the developer in respect of the title of the owners to the said property hereunder written have been inspected by the purchaser and copy thereof in hereto annexed and marked as Annexure "A";

The copies of the commencement Certificate, Extracts of property register Card are hereto annexed and marked Annexure 'B' & 'C' respectively.

AND WHEREAS the purchasers have gone through all the documents hereinabove mentioned and offered to purchase the said Shops/Units/Premises mentioned hereinabove for the terms and conditions mentioned hereinafter.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY BETWEEN THE PARTIES HERETO AS FOLLOWS:-



1. THE PARTY OF THE FIRST PART shall construct the said Commercial Complex along with Multiplex on the said plot of land more particularly described in the FIRST SCHEDULE hereunder written, situate, lying, and being at reverse side of village Borivali, Taluka Borivali, M.S.D. in accordance with the plans, elevations and sections submitted for necessary sanction to the Greater Mumbai Municipal Corporation Authorities as aforesaid and kept at their office at site (which THE PARTY OF THE OTHER PART has/have seen and approved) with such variations and modifications therein, as may be necessitated by circumstances or required to be done by the Government/the Municipal Corporation of Greater Mumbai and/or by any other public Body or Authority from time to time.

2. THE PARTY OF THE OTHER PART has prior to the execution of this Agreement, satisfied about the title of the original owners of and the party of the first part to the said plot of land more particularly described in the FIRST SCHEDULE hereunder written and/or the said commercial complex more particularly described in the SECOND SCHEDULE hereunder written and he/she/it shall not be entitled further to investigate the title of the original owners and THE PARTY OF THE FIRST PART, and no requisition/objection or dispute shall be raised on any matters relating thereto. THE PARTY OF THE SECOND PART hereby declare/s and admit/s that he/she/it has taken full, free and complete inspection of the said

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building plans, the necessary scheme submitted for approval to the Competent Authority, and relative documents and papers, regarding the title to the said plot of land and/or the said commercial complex or the premises constructed on the said land, as aforesaid.

3. THE PARTY OF THE SECOND PART hereby agrees to purchase/acquire, shop / Foodcourt/Space No. 15 admeasuring area 135 sq.ft. Carpet on FIRST Floor, (for the sake of brevity hereinafter referred to as "THE SAID PREMISES" as per the plans and specifications, also seen and approved by him/her/it for Rs. 13,60,000 / (Rupees THIRTEEN LACS SIXTY THOUSAND only), which shall be paid in the manner given below :-

- | | | |
|-----|------------------------|---|
| (1) | Rs. <u>6,00,000/-</u> | Earnest Amount |
| (2) | Rs. <u>7,60,000/-</u> | On or before 21/11/23 |
| (3) | Rs. <u> </u> | Installments as Discussed
(Every Slab Rs. <u> </u> x 5 Slabs) |
| (4) | Rs. <u> </u> | On or Before Plaster |
| (5) | Rs. <u> </u> | On or Before Flooring |
| (6) | Rs. <u> </u> | On or Before Finishing |
| (7) | Rs. <u> </u> | On Possession |
| (8) | Rs. <u>13,60,000/-</u> | Total |



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4. THE PARTY OF THE SECOND PART hereby agreed to pay all amounts payable under the terms of this Agreement as and when they became due and payable, time in this respect being essence of the contract.

5. THE PARTY OF THE FIRST PART shall under normal conditions construct building/s as aforesaid on, the said bigger plot of land as per the said sanctioned plan, with the said specification seen and approved by THE PARTY OF THE SECOND Part with such variation in said plans and specifications as THE PARTY OF THE FIRST PART may consider necessary or as may be required by the Government and/or Greater Mumbai Municipal Corporation or any other Concerned and Competent Public Bodies or Local Authorities to be made. THE PARTY OF THE SECOND PART will not be entitled to or demand any compensation or reduction in the price of the said premises by reason of any such variation or variations, if the area remains the same.

6. THE PARTY OF THE FIRST PART shall allot the SAID PREMISES in the said building/s on what is known as UNIT/SHOP/ SPACE/ Ownership basis, when all the premises in all the buildings proposed to be constructed on the said bigger plot of

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land are complete and ready for occupation in all respects and all the premises in all the buildings are allotted by the developers to the intending Buyers/Purchasers, with a view ultimately that the intending Buyers/Purchasers of all such premises in all such buildings should form themselves into a common organization of company they should incorporate a Private Limited company under the Companies Act and/or an Association of Apartments Holders with themselves as the share holders and upon the intending Buyers/Purchasers of all such premises in all such buildings paying in full their respective dues, payable by them and strictly complying with all the terms and conditions of their respective agreements with the Builders and subject to all other stipulations and covenants and conditions contained in these presents, the builders shall get the necessary lease deed executed in respect of the said property mentioned in the First schedule and transfer the property mentioned in the Second Schedule consisting of the said commercial complex constructed thereon as aforesaid in favour of a Private Limited Company or an Association of Apartments Holders formed and/or incorporated by the intending Buyers/Purchasers and with other intending Buyers/Purchasers of all such premises in all such buildings.



7. Under no circumstances the possession of the said premises shall be handed over by the Builders to Purchaser/s unless and until all the payments required to be made under this Agreement by the Purchaser/s have been made to the Builders.

8. If the Purchaser/s commit/s default in making payment of any of the amounts mentioned in Clause (3) above on their respective due dates (time in this respect being the essence of the contract), the Builders shall be at liberty to terminate this Agreement in which event the amounts paid by the Purchaser/s to the Builders in terms hereof shall stand forfeited without prejudice to Builder's other rights under this Agreement and/or in Law. The Purchaser/s shall be liable to pay to the Builders interest at the rate of 24% per annum compounded quarterly on each of the amounts due and payable by the Purchaser/s to the Builders under this Agreement if such amount or amounts remain unpaid after its or their respective due date or dates PROVIDED THAT payment of interest shall not save the cancellation of this Agreement by the Builders on account of any default committed by the Purchaser in payment of any amount payable by the Purchaser to the Builders on due dates and/or on account of breach of any of the terms and conditions herein contained committed by the Purchaser.

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9. Possession of the said premises shall be handed over by the Builders to the Purchasers after the building/s on the said plot of land is/are ready for use and occupation provided all the amounts are paid to the Builders in full. The Purchaser/s shall take

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possession of the said premises within seven days of the Builders giving written notice to the Purchaser/s intimating that the said premises are ready for use and occupation.

10. Subject to the Purchaser, making full payment of all the amounts due by him/her/it under this Agreement, the possession of the said premises shall be delivered by the Builders to the Purchaser/s on or before the ~~SEPTEMBER 15~~ ¹⁵. The Builders shall not incur any liability if they are unable to deliver possession of the said premises by the date aforesaid, if the completion of the building/s is/are delayed by reason of non-availability of Steel or Cement or any other Building Material or by reason of War, Civil Commotion, or any Act of God or if non-delivery of possession is as a result of any other notice, order, rule or notification of the Government or any other Public Authority or Court of Law or Tribunal or on account of the Municipality not granting water connection or on account of the circumstances beyond their control, or for any other unavoidable unforeseen or inevitable circumstances, in which event, the period of time specified above shall automatically be deemed to have been extended.



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11. The Purchaser/s hereby agrees to pay the proportionate share of the premium of the lease rent that may be revised by MHADA while renewing the lease granted for the initially for 30 years and for such further renewal as may be fixed by MHADA including proportionate share of the premium.

12. It is hereby specifically agreed by and between the parties that the said premises has been agreed to be sold at the said purchase price on the present market price of building materials and labour costs and if the prices of building materials or labour charges increase hereafter, the proportionate increase in the cost of construction of the said premises agreed to be purchased, shall also be payable by the Purchaser's to the Builders before delivery of possession of the said premises by the Builders to the Purchaser/s. The amounts of proportionate increase as may be fixed by the Builders shall be final and binding upon the Purchaser/s and the Purchaser/s hereby specifically agree/s and covenant/s to pay the same to the Builders before asking for and taking delivery of possession of the said premises.

13. Upon the Purchaser/s taking possession of the said premises he/she/it shall have no claim against the Builders as regards the quality of the building materials used for construction of the said premises, or the nature of the construction of the said premises or otherwise howsoever.

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14. Before taking possession of the said Shop/Stilt/Parking Space, the Purchaser shall deposit with the Builders the following amounts:-

- (1) Rs. 2500/- Towards Legal Charges on Account.
- (2) Rs. 1000/- Towards Share Money &, Application Fee.
- (3) Rs. 2500/- Towards formation and Registration of Housing Society.
- (4) Rs. 35000/- Towards Electricity, Cable Connections Charges, Meter Charges & Water Meter.
- (5) Rs. 122400/- Towards Maintenance for 18 Month
- (6) Rs. 8160/- Towards Development Charges. (B)

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15. The above deposits and or charges shall not carry any interest and will remain with the Builders until the "SAID PROPERTY" with Building thereon "SECOND SCHEDULE" hereunder written being transferred to the proposed organization of the Purchasers. Upon the "SAID PROPERTY" with the Building being transferred as aforesaid the balance thereof after adjustment of all disbursements till then made by the Builders shall be paid over by the Builders to the proposed organization of purchasers.



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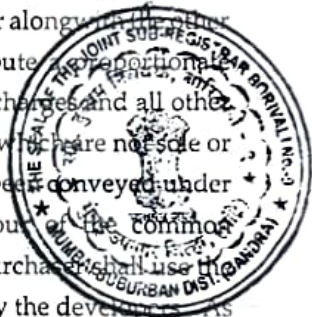
16. The purchaser has, in addition to the consideration and the various deposits mentioned hereinabove, agreed to deposit and keep deposited with the Builders or otherwise to bear and pay directly or jointly with other purchasers of various Unit/Garage/Stilt/ Shop/Godown/Parking Space in the Buildings on the "SAID PROPERTY" or as a member of the proposed organization of purchasers, the betterment and development charges or any other tax or payment of a similar nature which the B.M.C. may impose in respect of the development of the land on which the said buildings are being constructed by the Builders or any increment in such betterment charges and development charges from time to time as well as any additional betterment and development charges which may be claimed, demanded or recovered by the B.M.C. in proportion to the area of the Unit/Garage Stilt/Parking Space agreed to be purchased from the Builders and in determining such amount, the decision of the Builders shall be conclusive and binding upon the purchaser.

17. Commencing a week after notice is given by the Builders to the Purchaser/s that the said premises are ready for use and occupation the purchasers hereby agrees to contribute & pay his/her proportionate share towards the costs, charges, expenses and outgoings regularly on or before the 5th day of every month to the Builders until the said premises is/are conveyed to the Purchaser/s jointly with the Purchasers of all the other premises in all such buildings constructed or proposed to be constructed on

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the said plot of land or their joint nominee or nominees, the proportionate share that may be ascertained by the Builders.

18. So long as each premises in the said building is not separately assessed for taxes and water charges by the B.M.C., The purchaser shall pay proportionate share of the common expenses and taxes, rates and assessments on the whole building by the B.M.C. PROVIDED HOWEVER that if any special taxes and/or rates are demanded by B.M.C. or any other Authority by reason of any permitted use, the purchaser alone shall bear and pay such special taxes and rates and any increment thereon. Such proportion to be determined by the Developer on the basis of the area of the said premises. However, for the purpose of determining such proportion, the area of unsold s/premises will not be taken into account. The Purchaser along with the other Purchasers/Allottees will not require the Developer to contribute a proportionate share of the maintenance charges, municipal taxes, water charges and all other rent, rates, taxes and transfer fees in respect of the s/premises which are not sold or disposed of by the Developer even after the said property has been conveyed under the Deed of Conveyance or a Deed of Apartment in favour of the common organization or a condominium of Apartments holders. The Purchaser shall use the said premises for the purpose of which it is sold or permitted by the developer. As from the deemed date of delivery of the /Shop/Unit/Garage/Godown /Stilt/ the purchaser and other purchasers shall observe and perform all the Rules and Regulations of the B.M.C. and other Statutory Bodies and shall indemnify and keep indemnified the Builders against any loss or damage.



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19. After the possession of the said premises is handed over to the Purchaser/s he/she/it shall maintain the said premises at his/her/its own costs in good and tenantable repairs and conditions and shall not do or suffer to be done anything in or to the said building/s or the said premises, staircases and common passages which may be against the rules or Bye Laws of the Municipal Corporation of Greater Mumbai or other authority nor shall the Purchaser/s change, alter or make additions in or to the said premises or to the building or any part thereof without prior permission of the Builders. After possession, Purchaser/s will not carry out any changes, alteration, additions, repairs, etc. to the premises through any agency but those authorized by the Builders until such time that the lease or sub-leases is/are executed in favour of Company/ Association in respect of the "SAID PROPERTY" along with the buildings thereon.

20. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or of the said plot of land or

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the Buildings there or any part to the Purchaser/s by the Builders.

21. The Purchaser/s shall not let, sub-let, sell, transfer or assign his interest or benefit under this Agreement till all the dues payable by him/her/it to the Builders under this Agreement are fully paid up and until he/she/it obtains previous consent in writing of the Builders in that behalf.
22. The Purchaser/s along with other Purchasers of all other premises in such buildings constructed on the "SAID PROPERTY" shall form themselves into a Private Limited Company or an Association of Apartments Holders and upon the same being registered or being incorporated as the case may be, the rights of the Purchaser/s as the owner of the said premises will be regulated by the provisions of the Bye-Laws of the Memorandum and Articles of Association of such Limited Company or Association as the case may be.
23. The Purchaser/s shall take the necessary shares in the Limited Company or the Association or to be formed as aforesaid and this Agreement shall be treated as an Irrevocable application and consent to become a Member of such Limited Company or Association as aforesaid by the Purchaser/s and for allotment of shares of such Limited Company or Association as the case may be.
24. The Purchaser/s shall from time to time to sign all applications, papers and documents and do all acts, deeds and things as the Builders and/or the Limited Company and/or the Association as the case may be, may require for becoming a Member of such Society or Limited Company or the Association.
25. The Purchasers shall observe and perform all the Bye-Laws and Rules and Regulations which the Limited Company or Association on registration may adopt or all the provisions of the Memorandum and Articles of Association which the Limited Company or Association when incorporated may adopt.
26. The Builders shall co-operate with the Purchaser/s and the Purchasers of the other premises in such buildings in formation and registration of a common organization or a Private Limited Company or Association as aforesaid for the purpose of management of the SAID PROPERTY.
27. The Purchaser/s shall keep the said premises and its external and partition walls, sewers, drains, pipes and appurtenances of the said building/s in tenantable repairs and condition and in particular so as to support shelter and protect the parts and



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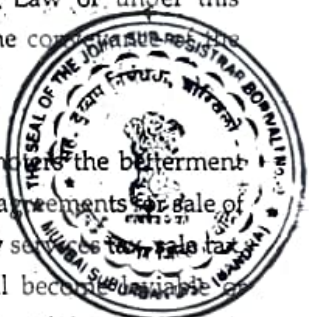
members of the said building/s other than the said premises.

28. The Purchaser/s shall permit the Builders, or office bearers of the organization, Limited Company or Association and his/her/their successors or agents with or without workman at all reasonable times and from time to time to enter into and upon the said premises or any part thereof to view and examine the conditions of the said premises and for the purpose of repairs any part of the said building/s as also for the purpose of maintaining, rebuilding, cleaning, lighting and keeping in order and condition all services, including drains, Pipes, cables, water pipes, gutters, wires, party structures or other conveniences belonging to or serving or used for the said building/s as also for the purpose of laying down, maintaining, repairing and testing, drainage and all other pipes and electric wires and for similar such other purposes.
29. After the possession of the said premises is handed over to the Purchaser/s, if any, additions or alterations or repairs in or about or relating to the said building/s are required to be carried out by the Government, Municipality or any other Statutory Authority or Public Body, the same shall be carried out by the Purchaser/s in co-operation with the Purchasers of the other premises in such building/s and for their own costs and the Builders shall not be in any manner liable or responsible for the same.
30. The Purchaser/s shall not decorate the exterior side of the said premises otherwise than in a manner agreed to with the Builders.
31. The Purchaser/s shall not be entitled to claim partition of his share in the said plot and/or the building/s thereon and the same shall always remain undivided and impartible.
32. The Purchaser/s shall not throw dirt, rubbish, rags or other refuse in the compound or any portion of the Building.
33. The Purchaser/s shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy to affect the construction or the structure of the said building/s.
34. If the Purchaser/s neglect/s for any reason whatsoever to pay to the Builders any of the amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time hereinbefore specified in that behalf or if the Purchaser/s shall in any other way fail to



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perform or observe any of the terms and conditions on his/her/its part herein contained or referred to, the Builders shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Purchaser/s to the Builders stand absolutely forfeited by and to the Builders. In such event the Purchaser/s shall have no claim for refund or repayment of the said earnest money and other monies already paid by him/her/it or any part thereof. The Purchaser/s hereby agree/s to forfeit all his/her/its right, title and interest in the said premises and all amounts already paid and in each of such events, the Purchaser/s shall also be liable to immediate ejection as trespasser/s. The right given by this Clause to Builders shall be without prejudice to any other rights, remedies and claims of the Builders whatsoever at Law or under this Agreement against the Purchaser/s and is enforceable till the completion of the "SAID PROPERTY".



4. A) The Purchaser agree and covenant to pay to the Promoters the betterment charges any kind of tax or levy levied or leviable on sale or on agreements for sale of the premises by the promoters to the purchasers including any service tax, sales tax, excise or any other tax levy now applicable or which shall become applicable at any time in future. On account of failure on part of the purchaser/s and/or Purchasers of the premises, to pay such taxes or levies and if the authorities concerned take any action for the recovery of the same, the Developers/Promoters shall not be liable or responsible for any loss or damages which the Purchasers may suffer or incur. The Purchaser hereby indemnify and shall always keep indemnified the Promoters against such amounts of taxes and levies and against all cost charges and expenses, which may be incurred by the Promoters.

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B) The Purchaser/s, shall also pay his/her/their proportionate share in respect of the payment made and /or required to be made by way of betterment charges, municipal taxes, property taxes, rates, cess, excise, service charges and/or other levies amount in respect of the said property without raising any objections.

C) If the purchaser or the purchasers commits default in contributing their respective share towards aforesaid Maintenance, Taxes and Expenses, then and in that case, the promoters shall be relieved of their obligations of providing such services and shall not be liable or responsible for hardship or inconvenience, if any, caused to the purchaser and other purchasers and the Society.

35. In case the Purchaser/s give/s the said premises on Leave and Licence basis or any

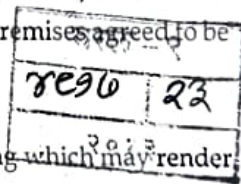
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other basis and if on that account the Municipal Corporation of Greater Mumbai or any other authority charges the Municipal or other taxes and rates, etc. at an increased rate, the Purchaser/s hereby agrees to pay such increased Municipal taxes, rates, etc. levied by the Municipal Corporation of Greater Mumbai or other MHADA Authority and/or increased outgoings in respect of the said premises. In case the Purchaser/s fail/s to pay such increased Municipal or other taxes and outgoings to the Builders or to the Municipal Corporation of Greater Mumbai or other authority, the Purchaser/s shall alone be liable to pay and bear all the costs and consequences whether directly, indirectly or remotely resulting from such non payment.

36. Save and except on the said premises hereby agreed to be acquired, the Purchaser/s shall have no claim or right to any other premises i.e. to any of the open spaces, parking places, garages, lobbies, staircases, terraces, etc. and the same will remain the property of the Builders until the whole property is transferred to the Purchaser/s jointly with the Purchaser/s of all other premises in such buildings to be constructed, as aforesaid, have been sold and/or disposed of by the PARTY OF THE FIRST PART and the PARTY OF THE FIRST PART has received all the dues payable to them under the terms of the agreements with various Purchaser/s. The PARTY OF THE FIRST PART shall cause the Owners to execute an appropriate Deed in favour of the said common organization or a Limited Company or Association, as hereinafter provided.



37. The Builders shall in respect of any amount unpaid by the Purchaser/s under the terms and conditions of this Agreement, have a lien on the said premises agreed to be acquired by the Purchaser/s.



38. The Purchaser/s shall not do or cause to be done any act or thing which may render void or voidable the insurance policy of the said building/s or whereby the rate of premium payable in respect thereof is increased.

39. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Builders.

40. All notices to be served on the Purchaser/s by the Builders under this Agreement or otherwise shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post Under Certificate of Posting OR by Courier OR by Email at " his address

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Specified Below :-

Shri / ~~Smt~~ **INDERPAL A. RISAM SMRS. KSHITIKA I. RISAM**
305, SIDDHI VINAYAK APT.,
HARIDAS NAGAR, SHIMPOLI ROAD
BORIVALI (W), MUMBAI-92.

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41. The purchaser/S shall lodge this agreement for registration within two months from the execution hereof with the Sub-Registrar of Assurances at Mumbai and the Builders will attend the Sub-Registry and admit execution thereof, after the Purchaser/s send/s written intimation of the number and date under which the same is lodged for registration.
42. Advocate for the PARTY OF THE FIRST PART shall prepare and/or approve as the case may be, the lease of the of the said plot of land with the buildings or any other document in favour of the Purchaser/s jointly with the Purchaser/s of other premises in all such buildings or their joint nominee or nominees, title to the said bigger plot of land and buildings to be erected thereon, also the Byelaws or the Memorandum and Articles of Association in formation, registration and or Limited Company or the Association.
43. All costs, charges and expenses including stamp duty, registration charges and other expenses including legal fees and charges in connection with the preparation and execution of the lease deed or sale deed, and any other document (whether incurred hitherto fore or to be incurred hereafter) to complete the title of the Purchaser/s and the Purchaser/s of all other premises in the building or their joint nominee or nominees to the said plot of land and the Buildings thereon as also all costs, charges and expenses including legal fees and charges in connection with formation, registration and incorporation of the limited Company or Association as the case may be, shall be borne, shared and paid by the Purchaser/s in proportion to the area of the said premises.
44. The stamp duty, registration charges and other costs and charges including legal fees and charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s.
45. The Builders shall have a right until the execution of conveyance in favour of the proposed of the common organisation or Limited Company or the Association or an incorporated body to make additions, raise storeys or put up additional structures and/or use additional F.S.I, if any available and as may be permitted by the Municipal Corporation and other Competent Authority and such additions,



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2023	

(1)

Handwritten initials/signature

structures, storeys, will be the sole property of the Builders, who will be entitled to dispose off the same in any way they choose and the Purchaser/s hereby consent/s to the same.

FIRST THE SCHEDULE ABOVE REFERRRD TO:

All that piece or parcel of commercial plot land bearing RDP-1 totally admeasuring 30591 sq feet i.e. 2864.15 sq. mtrs.of survey no.163(pt) of CTS no. 19 situate st Gorai road of Village Borivali (W) Taluka Borivali, Mumbai Suburban District.

- On or towards the East : 18.30 Mtr. Wide D.P. Road.RDPI
On or towards the North : 27.50 Mtr. Wide D.P. Road (Extn) (Hak Road)
On or towards the South : 09.00 Mtr. Wide Road R.S.C.21
On or towards the West : Adjacent to H.I.G. Plots 6/5



SECOND THE SCHEDULE ABOVE REFERRED TO:

A commercial complex Named ZOOM PLAZA Consisting of _____
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

[Handwritten signatures]

बोरिवली - १	
४८९७	२७
२०१३	

SIGNED SEALED AND DELIVERED

By the withinnamed "Developers,"

M/s. SHREE LAXMI DEVELOPERS

THROUGH ITS Partner

MR. MAHENDER A. DHAMANI

in the presence of.....

PAN No. ABEFS7370Q

SHREE LAXMI DEVELOPERS

M. Dhamani
Partner



SIGNED SEALED AND DELIVERED

By the withinnamed

"Purchaser"

MR. INDERPAL A. RISAM

MRS. KSHITIJJA I. RISAM

in the presence of.....

Inderpal

Kshiti



RECEIVED of and from the withinnamed

Purchasers the sum of Rs. 6,00,000/-

Rupees SIX LACS ONLY /-)

Payable by him/her to us, paid to us.

Rs. 6,00,000/-

We SAY RECEIVED

SHREE LAXMI DEVELOPERS

M. Dhamani
Partner



Witness

1)

[Handwritten signature]

2)

475-9
7090 2e
2023

Date: 06-06-2007

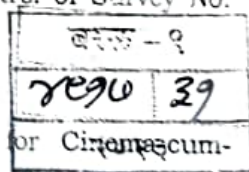
TITLE CERTIFICATE

Re: All the piece and parcel of plot of land bearing GOR-1,RDP/1 admeasuring 2864.15 sq. mtrs. of Survey No. 163(P) situated at Gorai Road, Borivli (West), Mumbai.

1. Under instructions from M/s. Shree Laxmi Enterprises, the Constituted Attorney of M/s. Dream Enterprises have gone through the documents concerning the above referred property.

2. The above referred land stands in the name of Maharashtra Housing & Area Development Authority (i.e. MHADA) under the World Bank Project, in the Rule Card, maintained by the authority. The MHADA as a statutory body constituted under the provision of Maharashtra Housing & Area Development Act, 1976, is the owner of the said plot of land. In the Layout the said property is numbered as RDP/1 admeasuring 2864.15 sq. mtrs. of Survey No. 163(P).

3. The said plot of land is reserved for ~~Commercial~~ Commercial purpose. Pursuant to the advertisement one Shri Chintaman Bhaskar Mali was granted the Lease by accepting the offer given by him. By letter dated 6-5-2005 said Shri Chintaman Bhaskar Mali requested the MHADA to transfer the said plot of land in favour of M/s. Dream Enterprises and accordingly MHADA executed a Lease Deed on 17-12-2005 in favour of said M/s. Dream Enterprises. Thus



Handwritten signature

the said M/s. Dream Enterprises became entitled to develop the said plot of land.

4. M/s. Dream Enterprises executed a Power of Attorney in favour of Shri Raj M. Chawla and Shri Mahendra Dhanani, who are the partners of one M/s. Shree Laxmi Developers and the said M/s. Dream Enterprises executed an Agreement dated 20-3-2006 appointing M/s. Shree Laxmi Developers as their nominee to construct the Cinema-cum-Commercial Complex on the terms and conditions as mentioned therein.



5. M/s. Shree Laxmi Developers acting as a Constituted Attorney of M/s. Dream Enterprises, got the necessary sanction from the Municipal Corporation for Greater Mumbai for construction of a commercial complex including the cinema hall and constructed the building under the name and style of "Zoom Plaza". M/s. Dream Enterprises also sought the permission from the MHADA to sell the shops/units or to assign the benefit of construction by letter dated 16-11-2006. In response to the said letter, the MHADA vide its letter dated 9-5-2007 permitted M/s. Dream Enterprises to sell the shops/units and also executed a Deed of Assignment in favour of the Co-Operative Society that may be formed by the shop owners or unit holders of the Mall. (i.e. said commercial complex).

2007-9
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2008

6. M/s. Shree Laxmi Developers by virtue of the Agreement dated 20-3-2006 and the Irrevocable Power of Attorney dated 21-3-2006, both registered under Sr. Nos. 2218/2006 and 2220/2006 before the Sub-Registrar of Assurances, is entitled to execute or to sell

Handwritten signature
H. Dhanani

Chambers : 2265 2263
Office : 2805 2827

CHAMBERS :
23, Arnbali Doshi Marg,
(Hamam Street), 3rd Floor,
Above Quality Machine Tools
Fort, Mumbai 400 023.

the shops/units in the said Mall under the authority of M/s. Dream Enterprises.

7. Considering the Agreement of Lease between MHADA and M/s. Dream Enterprises and Agreement between M/s. Dream Enterprises and M/s. Shree Laxmi Developers, including the Power of Attorney and the letter issued by MHADA permitting the M/s. Dream Enterprises for sale of shops/units and execution of the said Assignment in favour of the Co-Operative Society that may be formed by the shop owners/unit holders of the said Commercial Complex. The said leasehold property is clear and marketable.



(Signature)
(H.S. Shreepad Murthy)
Advocate.

बेरल - ९	
२९१०	३५
२०२३	

Office of the
Asst. Eng. (P & S) 2004
Dr. Babasaheb Ambedkar Market 216
Borivli (West) Mumbai-400 103

BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')

NO. CHE/ A-3576 /BP(WB)/M/AR

5 MAY 2006

COMMENCEMENT CERTIFICATE

To
SHRI H.K. SAVLA,
of M/S. DREAM ENTERPRISES.

Sir,

With reference to your application No. 8806 dated 15.12.2004 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed Commercial cum. Cinema Building Sector-I, MHADA Layout:

at premises at Street Junction of 27.50 mts. wide I.T. Road, Gorai Village situated at Borivli (West) 18.30 mts. wide RD. Ward R/Central

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

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



30	30
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The Municipal Commissioner has appointed Shri S.M. Gaiwal Assistant Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.
This C.C. is restricted for work up to Top of Basement

CERTIFIED TRUE COPY

(Signature)
Iqbal - Nita & Associates
ARCHITECT
E/01, GOKUL ACCORD
THAKUR COMPLEX,
CANDIVLI (S), MUMBAI-400 101.

For and on behalf of Local Authority
Brihanmumbai Mahanagarपालिका

(Signature)
Asst. Engineer, Building Proposal (West Sub)
27/2 'R' Wards
FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

CHE/A.3576/B.P(W.S)/AR

③ This CC is valid and extended further up to 4th slab level as per approved plans dt: 08/03/06.

26 FEB 2007

EX. F. 55. B.P(W.S) R

26/2/07

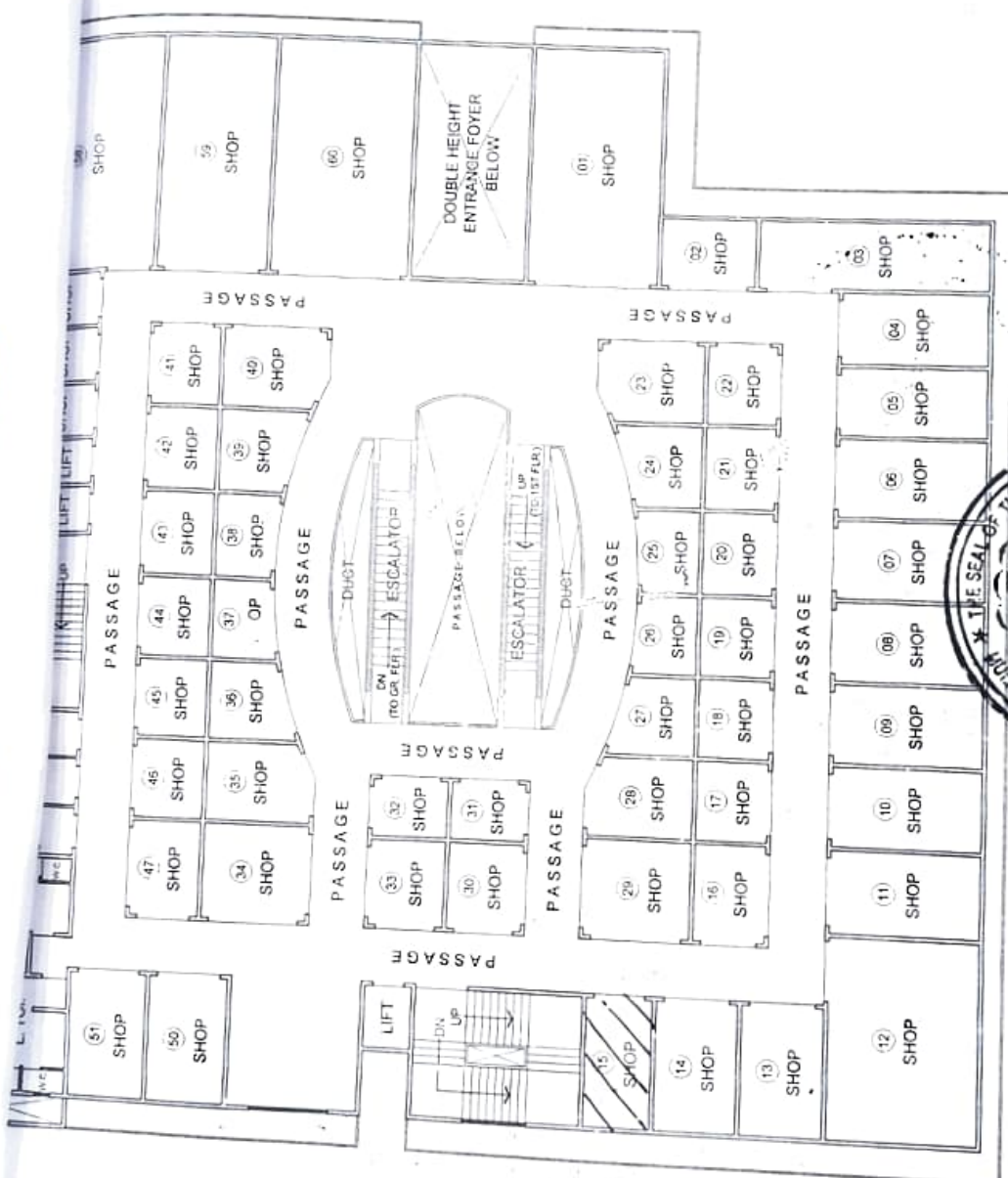
CERTIFIED TRUE COPY

[Signature]

Iqbal - Nain & Associates
ARCHITECT
E/01, GOKUL ACCORD
THAKUR COMPLEX,
KANDIVLI (E), MUMBAI-400 101.



बारा - ९	
४९१०	३८
२०२३	



1ST FLOOR PLAN

52
2090
24
2023-0



DEVELOPER'S SIGNATURE	PURCHASER'S SIGNATURE	NORTH	DESCRIPTION OF PROPERTY
 SHREE LAXMI DEVELOPERS	 	 FLOOR NO. 15	PROPOSED COMMERCIAL - CUM - CINEMA BUILDING ON PLOT RESERVED FOR COMMERCIAL - CUM - CINEMA AT THE JUNCTION OF 27.50 M. W. L. T. ROAD & 18.30 M. W. RDP-1, SECTOR - 1, GORAI-MHADA LAYOUT, GORAI, BORIVLI (W).



Thursday, January 10, 2008
3:15:49 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 175

दिनांक 10/01/2008

गाऱ्याचे नाव घवई

दस्तऐवजाचा अनुक्रमांक वदर7 -00173 - 2008

दस्ता ऐवजाचा प्रकार मुखत्यारनामा

सादर करणाराचे नाव: अर्जुन तेजुमल धनानी

नोंदणी फी

- 100.00

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

- 240.00

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

एकूण रु.

340.00

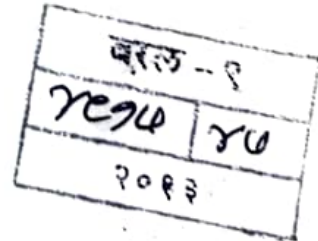
आपणास हा दस्त अंदाजे 3:29PM ह्या वेळेस मिळेल

दुय्यम निवधक
कुला 2 (विक्रोकी)

बाजार मुल्या: 1 रु.

मोबदला: 0रु.

भरलेले मुद्रांक शुल्क: 500 रु.



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2	
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Rel. One Only
 Vmath
 I.C.I.C.I. Bank Ltd., Galleria Shopping
 Mall, Hiranandani Gardens, Powai
 Mumbai 400076.
 S/STP(V/C.R.1011110)/05/100
 103
 I.C.I.C.I. Bank Ltd.

भारत 83555
 192069
 SPECIAL ADHESIVE
 महाराष्ट्र
 NOV 14 2007
 16:24

भारत
 R. 0000100/-PB5212
 INDIA STAMP DUTY MAHARASHTRA

TO ALL TO WHOM THESE PRESENTS SHALL COME, We,

- 1) Arjun Tejmal Dhanani 2) Mahender Arjun Dhanani 3) Narendra Arjun Dhanani
 - 4) Haresh Arjun Dhanani 5) Motiram Gokuldas Chawla 6) Ashok Motiram Chawla
 - 7) Raj Motiram Chawla 8) Pritam Motiram Chawla, 9) Deepak Motiram Chawla
- having registered Office of our Companies/Firms at 407, Galleria Shopping Mall, Hiranandani Gardens, Powai, Mumbai - 400 076 and Office at 205, Shantisada, Lokhandwala Complex, Andheri (W), Mumbai - 400 053. DO HEREBY SEND



GREETINGS:

WHEREAS, we are concerned with the above mentioned Companies/firms in their capacity as Directors / Partners

- 1) Shree Laxmi Housing P. Ltd. Director
- 2) Shree Laxmi Estate P. Ltd. Director
- 3) Glorious Construction P. Ltd. Director
- 4) Shree Laxmi Enterprises Partner
- 5) Shree Laxmi Developers Partner
- 6) Rushabh Developers Partner
- 7) Shree Laxmi Associates Partner
- 8) Sai Leela Enterprises Partner



१०१०	
१२	

P. 500 hundred only
 For Joint Registrar Bank Ltd., Galleria Shopping Mall, Hiranandani Gardens, Powai, Mumbai 400076.
 Authorised Signatory
 V. Mathew
 1011110/05/100

AND WHEREAS, for the sake of convenience, we are desirous of appointing some persons to be our true and lawful attorney for us, in our names and on behalf of the said Companies/firms to do and execute and perform jointly and individually the following acts, deeds matters and things in connection with the registration of the documents of the said companies/firms.

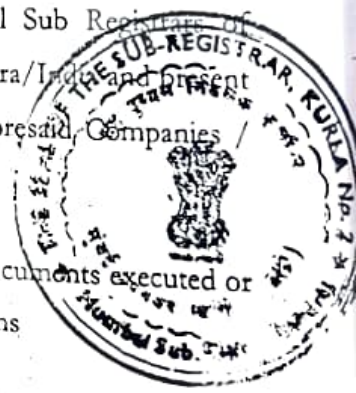
(Signatures)
 Dhanani
 Dhanani
 M. G. Chawla

भारत
 R. 00000400/-PB5212
 INDIA STAMP DUTY MAHARASHTRA
 120068
 10:48
 SPECIAL ADHESIVE
 महाराष्ट्र
 SEP 01 2007

बदर-७ IV	
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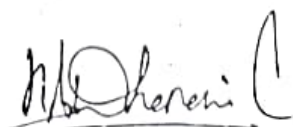
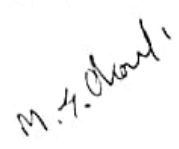
- 2 -

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH THAT WE, 1) Arjun Tejuma Dhanani 2) Mahender Arjun Dhanani 3) Narendra Arjun Dhanani 4) Haresh Arjun Dhanani 5) Motiram Gokuldas Chawla 6) Ashok Motiram Chawla 7) Raj Motiram Chawla 8) Pritam Motiram Chawla, 9) Deepak Motiram Chawla, ^{Jointly and/or individually} do hereby appoint, authorize and constitute each of the following person viz. 1) Mr. Mohan Shetty, 2) Mr. Lalit Jha, 3) Mr. Rajesh Pathak, 4) Mr. Ravi Nagdev, ^{5) Mr. DEEPAK DODEJA} to be our true and lawful attorneys in our names or in the names of all or any of the aforesaid Companies / firms to do jointly and or individually all such deeds, matters and things.



- 1) To appear before the Sub-Registrar of Assurance at Mumbai, Bandra, Chembur, New Mumbai, Thane, Pune and before all Sub Registrars of Assurance in all districts all over Maharashtra/India and present documents for registration on behalf of us and our aforesaid Companies / firms.
- 2) To present for registration and admit execution of the documents executed or may be executed by us and the aforesaid companies / firms
- 3) To do all acts things necessary for the registration of the documents to receive the same back after they are registered and to do all acts and things necessary in this behalf as effectively as we could do.
- 4) AND we do hereby for ourselves and for our aforesaid companies/firms, agree to confirm and ratify all such acts, deeds and things that may be lawfully done for the abovesaid purpose only by our said attorney and/or any of them on our behalf and in our names and/or behalf of aforesaid Companies / firms by virtue of this Power of Attorney and the same shall be binding on us and aforesaid Companies/firms.

बदर-७	
१७३	३
२००६	

बंदर-७ IV
१७३ १४
२००६

IN WITNESS WHEREOF, we have set and subscribed our hands here
Power of Attorney on this 10th day of January, 2008

SIGNED AND DELIVERED BY THE
WITHIN NAMED

- 1) ARJUN TEJUMAL DHANANI
- 2) MAHENDER ARJUN DHANANI
- 3) NARENDRA ARJUN DHANANI
- 4) HARESH ARJUN DHANANI
- 5) MOTIRAM GOKULDAS CHAWLA
- 6) ASHOK MOTIRAM CHAWLA
- 7) RAJ MOTIRAM CHAWLA
- 8) PRITAM MOTIRAM CHAWLA
- 9) DEEPAK MOTIRAM CHAWLA

) A. Dhanani

) Meha



) M. S. Chawla

) Ashok

बंदर-७
४०९७ ९९
२००८

) Raj

) Pritam

) Deepak



IN THE PRESENCE OF H. G. Thakkar

H. G. Thakkar

WE HEREBY ACCEPT

- 1) MOHAN SHETTY
- 2) LALIT JHA
- 3) PAJESH PATHAK
- 4) RAVI NAGDEV

) Mohandas

) Lalit Jha

) Pajesh Pathak

) Ravi Nagdev

5) DEEPAK DODEJA

H. G. Thakkar

) Deepak Dodeja

28 August, 2013

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.बोरीवली 9
दस्त क्रमांक : 4917/2013
नोटणी 63
Regn. 63m

4917/201
for scanning.
registration.

(1) विवेकाचा प्रकार	गावाचे नाव : बोरीवली
(2) पदला	करारनामा
(3) बाजारभाव (भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नसूद करावे)	₹.1,380,000/- ₹.2,175,000/-
(4) भू-मापन, पोटहिस्सा व धरजमांक (अगल्यास)	
(5) क्षेत्रफळ	19. पाकिचे नाव: मुंबई मजला इतर वर्णन : सदनिका नं: शीप क्र. 15, माळा नं: पहिला मजला , इमारतीचे नाव: मुम प्लासा बिन्हींग , ब्लॉक नं: अपोलीट गोराई बस बोरीवली प मुंबई २२ , रोड : गोराई मार्ग
(6) आकारणी किंवा जुदी देण्यात असेल तेव्हा.	15.05 चौ मीटर
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अगल्यास, प्रतिवादिचे नाव व पत्ता.	1) नाव:- श्री लक्ष्मी देवोपरीचे भागीदार महेंद्र घनानी तर्फे मुख्यालय ललित शा .वय: 38; पत्ता :-प्लॉट नं. अफिन क्र. १००, माळा नं: २, इमारतीचे नाव: गेटवे प्लाझा , ब्लॉक नं: पबई मुंबई ४०००३६, रोड हिंगनवादी मार्ग पिन कोड:- 400092 फोन नं.:- ABFFS7370Q
(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अगल्यास, प्रतिवादिचे नाव व पत्ता.	1) नाव:- इंदरपाल अवतारसिंग रीमम ; वय:39; पत्ता:-प्लॉट नं: सदनिका क्र.सी ३०५, माळा नं: तिसरा मजला , इमारतीचे नाव: मिदिविनायक को ओ शो सोसाय ब्लॉक नं: शिपाळी बोरीवली प मुंबई , रोड नं: हरी दाम नगर , ... पिन कोड:- 400092; फोन नं:- ADQPR0896N;
(9) दस्तऐवज करून दिल्याचा दिनांक	27/08/2013
(10) दस्त नोंदणी केल्याचा दिनांक	28/08/2013
(11) अनुक्रमांक, खंड व पृष्ठ	4917/2013
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	₹.108,800/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	₹.21,760/-
(14) शेर	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद:-

Null
(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

खरी प्रत

सह दुय्यम निबंधक, बोरीवली क्र - ९
मुंबई उपनगर जिल्हा.



SHARE CERTIFICATE

Share Certificate No. 053
Member Reg. No. 53
No. Of Shares 10

ZOOM PLAZA PREMISES CO-OP SOCIETY LTD.

Plot No. R.D.P. 1, Survey No. 163, CTS No. 19, Goral Road, Nr. Goral Bus Depot, Borivali (W), Mumbai - 400 091.

(Reg. No. MUM/MHDB/GEN/O/13510/27-09-21(2021-2022))

This is to certify that Shri./Smt./M/s. INDERPAL A. RISAM S

KSNITITA I. RISAM

Shop No. F-15

is the Registered holder of 10 fully paid up shares of Rs. 50/- each numbered

from 581 to 590 both inclusive in Zoom Plaza Premises Co-Operative Society Limited,

Plot No. R.D.P. 1, Survey No. 163, CTS No. 19, Goral Road, Nr. Goral Bus Depot, Borivali (W), Mumbai - 400

091, subject to the Bye-Laws of the said society.

Given under the Common Seal of the said Society at Mum this 27th day of SEP 2021



Authorised
M. C. Member
M. C. Member

Secretary
Secretary

Chairman
Chairman

st... 007
ME... 4E
VU... VU
Van...
ac...
li...
Ba...
Ch...
Per...
F...