

दस्त क्र. ६५१३/२०१४  
२५/३४

वसई - १  
प्लान क्रमांक : ६९५ / १४  
५२ / ७९

# उत्तर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

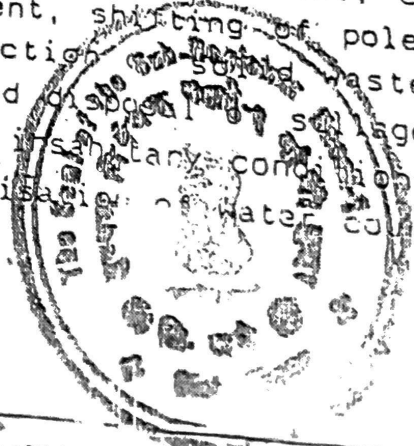
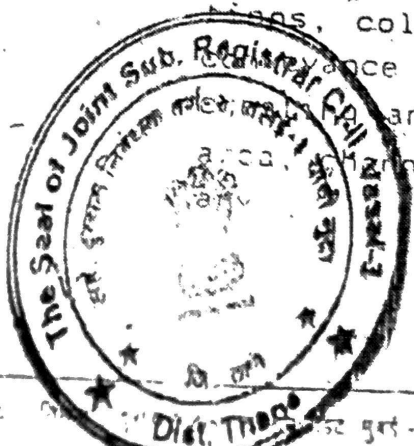
प्लान क्र. ६९५/१४/२०१४ (२९) ५२/७९ - ११४४८०४०५ ११४४८०४०५ ११४४८०४०५ ११४४८०४०५  
०१/२०००

दिनांक :

## PART OCCUPANCY CERTIFICATE

I hereby certify that the development of Residential Building Nos. L-27, M-28, Q-30, P-39, P-40, U-4, Z-23, Z-26 with built up area 16961.55 Sq.mt. on land bearing S. No. 101, 102, 103, 104, 105, 107, 108, 109, 110, 111, 112, 113, & 157, Village Manickpur, S.No. 254p, 258p, 260p, 247, 248, 249p, 252p, 253p, 354p, 261p, 262p, 265p, 266p, 267p, 272p, 278p, 2, 3, 4, 5, 10, 11, 12, 13, 14 & 15, Village Achole, S. No. 105, Village Gokhivar, Taluka Vasai, Dist : Thane, completed under the supervision of M/s. Shah Gattani Consultants, (Licence/Registration No. W/81/6322) and has been inspected on 01/06/2000, and I declare that the development has been carried out in accordance with regulations and the conditions stipulated in the Commencement Certificates No. C1000/VYSR/BP-ZCC-20/926 dated 06/09/91 & Ammended plan approval vide letter dated 25/08/1992 & 25/08/1995 & issued by the CIDCO and permitted to be occupied subject to the following conditions:-

1. No physical possession to the residents shall be handed over by the applicant developers/owner unless power supply and water is made available in the flat.
2. You will have to provide necessary infrastructural facilities on site and also the improvement/repairs to them will have to be done at your own cost and risk to the standards that may be specified by the Planning Authority any time in future. These infrastructure are mainly the drainage arrangement for storm water disposal by putting pump rooms etc., electric arrangements and improvement, shifting of poles to suitable locations, collection and disposal of waste, arrangement for drainage and sewage without any obstructions in the surrounding area, and any other conditions in the surrounding area of water courses and culverts.



Contd.

वैश्विक विकास महामंडळ (महाराष्ट्र) न्यायदल



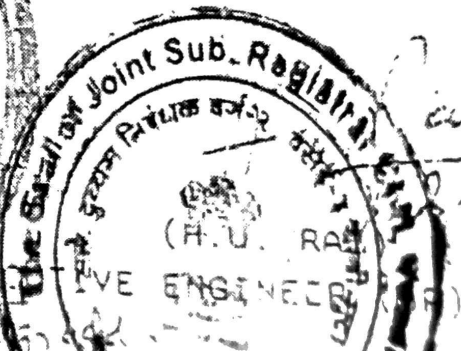
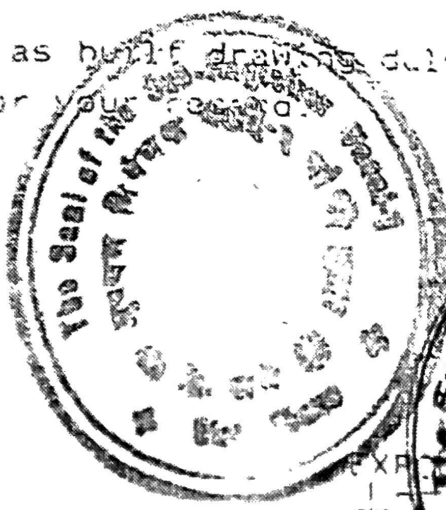
Notwithstanding anything to the contrary contained in any certificate conditions it shall be lawful for the Planning Authority to direct the removal or alteration of any building or structure erected or use contrary to the provision of this sanction. Planning Authority may cause the same to be carried out and recover the cost of carrying out the same from grantee/successors and every person deriving titles through or under them.

2 - बारा - 3  
 दस्तावेज क्र. 963 / 2028  
 शा. नं. 12/2028

You are suggested to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartments of 0.67 CUM. & 1.33 CUM. capacity for every 50 tenements or part thereof for non-bio degradable & bio-degradable waste respectively.

5. The Special Planning Authority reserves the right to enter the premises for inspection or maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
6. This certificate of occupancy is issued only in respect of 288 Flats & contained in Eight nos. of building (Building Nos. L-27, M-28, Q-30, P-39, R-40 U-1, V-20, Z-26).
7. Also you shall submit a cloth mounted copy of the As-built drawings, without which the security deposit will not be refunded.

One set of as built drawings duly certified is returned herewith for your record.



7.7.2028

(H.U. RAJ)  
 CIVIL ENGINEER



सत्यमेव जयते  
महाराष्ट्र शासन

## -: नोंदणीचे प्रमाणपत्र :-

नोंदणी क्रमांक : टी एन ए / (व्ही एस आय) /एचएसबो[टीसी] / १२२४४ / २०००-२००१

या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येत आहे की,

" वसंत नगरी मल्हार " को-ऑपरेटिव्ह डोमिंग सोसायटी लि.

त.नं. १०८, १०९, व ११०[पी], वसंत नगरी, माणिकपूर,

वसई[पू.], ता. वसई, जि. ठाणे.

ही संस्था महाराष्ट्र सहकारी संस्थांचे अधिनियम, १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९(१) अन्वये नोंदण्यात आली आहे.

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२(१) अन्वये व महाराष्ट्र सहकारी संस्थांचे नियम १९६१ मधील नियम क्रमांक १०(१) अन्वये संस्थेचे वर्गीकरण गृहनिर्माण संस्था,

संस्था असून उपवर्गीकरण भांडेकर सहभागोदारी गृहनिर्माण संस्था, आहे.

कार्यालयीन मोहोर



वसई

दिनांक : २५ / ९ / १९९९

सही

[चंद्रकांत कर्डक, ]

उप निबंधक, सहकारी संस्था,

वसई

दस्तावेज क्र. 2406/140  
93/120

**CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED**

REG. OFFICE:  
100, Narayan Point,  
Mumbai-400 014.  
TELEPHONE: 222 2450 / 222 2579.  
FAX: 222 2572, 222 2579.  
CIDCO/VVSR/BP/ZCC-20

वसई-३  
दस्तावेज क्र. 2406/140  
93/120

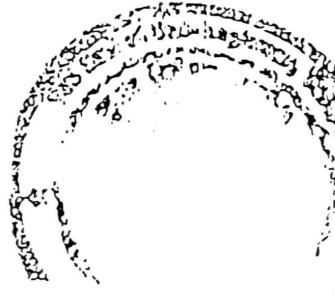
ASHTRA LIMITED  
REG. OFFICE:  
100, Narayan Point,  
Mumbai-400 014.  
TELEPHONE: 222 2450 / 222 2579.  
FAX: 222 2572, 222 2579.

**PART OCCUPANCY CERTIFICATE**

I hereby certify that the development of part occupancy Certificate for Residential Buildings, U-1, U-14, U-16, U-17, U-19, U-68, V-9, X-11, X-16, X-20, X-21, Z-22, Z-69 with built up area 21607.24 sq.m. in Sector-CD on land bearing S.No.100, 101, 107, 108, 109, 110, 111, 112, 113 & 157. Village Manickpur, S.No.254/1/2, 261/2, 258, 260/4/1, 247, 248, 249P, 252P, 255P, 354P, 261P, 262P, 265P, 256P, 267P, 272P, 278P, Village Achole, S.No.105, Village Gokliwara, Taluka Vasai, Dist:Thane, are completed under the supervision of M/s. Shah Gattani Consultants (Lic.No.5A/81/3032) and has been inspected on 13/07/96 and I declare that the development has been carried out in accordance with the conditions stipulated in the Commencement Certificate dated 06/09/93 & 25/08/92 issued by the CIDCO by virtue of appeal order passed under section 17 of the Maharashtra Regional and Town Planning Act, 1962, and permit to be granted subject to the following conditions:

1. No physical possession to the residents shall be handed over by the applicant developers, owner unless power supply and water is made available in the flat

2. You will have to provide necessary infrastructural facilities on site and also the improvements/amenities which shall have to be done at your own cost in accordance with the standards that may be specified by the competent authority any time in future.



2406  
93/120  
3



वसई - ५  
 दस्त क्र २५०९ / २०१२  
 १४ / २५

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA

REGD. OFFICE  
 NIRMAL, 2nd Floor, Nariman Point,  
 Bombay - 400 021  
 PHONES : 202 2481 / 202 2420 / 202 2579  
 FAX : 00-91-22-202 2509  
 TELEX : 011 33218 CIOC IN • GRAM : CITR/IN

पसई - ५  
 दस्त क्र २५०९ / २०१२  
 १४ / २५

वसई - ५  
 दस्त क्र २५०९ / २००८  
 २६ / ३३

Ref. No.

mainly the drainage arrangement for storm water discharge by putting pump rooms etc. electric arrangement and improvement, shifting of poles to suitable locations, collection, conveyance and creating any insanitary areas, chimneys etc.

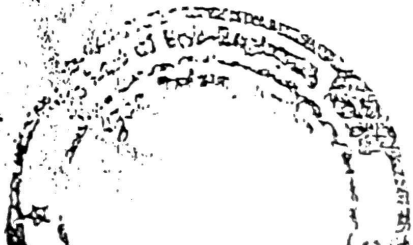
3. The Special Planning Authority shall have the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.

The Special Planning Authority shall have the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.

One set of as built drawing duly certified is attached herewith for your record.



*[Signature]*  
 S. SUFESH BABU  
 ASSOCIATE PLANNER/AOUL  
 (VVBP)



वसई - ४  
दस्तावेज क्र. २५०६ / २०१३  
११ / २५

REGIONAL AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

2. OFFICE :  
5th Floor, Nariman Point,  
Mumbai - 400 021.  
Tel : 222 2481 / 202 2480 / 202 2575  
Fax : 00-22-92-202 2509  
E-mail : 002214 CIDC IN • GRAM : CIVILIAN

REGISTRATION NO. (REG. RT) / 1996  
REG. CO. OFFICER, CIDC, CIVILIAN  
New Bombay - 400 014  
REG. NO. S. 753 184 (15)  
REG. NO. S. 753 184 (15) / 1996  
REG. NO. S. 753 184 (15) / 1996

CIDCO/VVSR/BP/ZCC-20/E/73

Shri R.K. Wadhawan (P.A. Holder)  
Dewan Tower  
Navghar, Vasai Road  
Taluka Vasai  
DIST. : THANE

वसई - ४  
दस्तावेज क्र. २५०६ / २००६  
२३१३९

Date: 04/10/1996  
7

Sub: Part Occupancy Certificate for Residential Buildings  
No. U-1, U-14, U-15, U-17, U-19, U-68, V-9, X-11, X-18,  
X-20, X-71, Z-22, Z-69 in Sector-CD on S.No. 100, 101,  
107, 108, 109, 110, 111, 112, 113 & 157, Village Manickpur,  
S.No. 254/1/2, 261/2, 258, 260/A/1, 247, 248, 249P,  
252P, 253P, 354P, 251P, 262P, 265P, 266P, 267P, 272P,  
278P, Village Achole, S.No. 105, Village Gokhivare,  
Taluka Vasai Dist. : Thane.

- Ref: 1. Plans approved by virtue of appeal passed under  
Section 47 of the MR & TP Act, vide appeal order  
No. TPS-1290/215/CR-219/UD-12 dated 15/07/92.  
2. Commencement certificate granted by this office  
(a) Letter No. CIDCO/VVSR/BP/ZCC-20/26 dated  
06/09/1991.  
(b) Letter No. CIDCO/VVSR/BP/ZCC-20/7/2020 dated  
25/08/92.  
3. Your architect's letter dated 22/07/96.

Please find enclosed herewith part occupancy certificate,  
issued to you by virtue of appeal order passed under Section  
47 of the Maharashtra Regional and Town Planning Act, 1956  
and plans approved by this office letters dated 06/09/91  
and 25/08/1992 as referred above (2). N.A. permission granted  
by the collector vide order No. (a) REV/SECTION 17/ab-92/  
VVSR/13/91 dated 04/06/92. (b) REV/SECTION 17/ab-7/NAP/CR/  
13/92 dated 06/03/93 for Residential Buildings No. U-1, U-14,  
U-15, U-17, U-19, U-68, V-9, X-11, X-18, X-20, X-71, Z-22, Z-  
69 in Sector-CD on S.No. 100, 101, 107, 108, 109, 110, 111,  
113 & 157, Village Manickpur, S.No. 254/1/2, 261/2,  
260/A/1, 247, 248, 249P, 252P, 253P, 354P, 261P, 262P,  
265P, 266P, 267P, 272P, 278P, Village Achole, S.No. 105,  
Gokhivare, Taluka Vasai, Dist. Thane.



Fifty  
MR.  
301,  
ANT

Handwritten signature or initials.

वसई - ४  
 दस्त क्र. २५०६ / २०१३  
 १२ / २४

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE :  
 2nd Floor, Nariman Point,  
 Bombay - 400 021.  
 PHONES : 202 2481 / 202 2420 / 202 2579  
 FAX : 00-91-21-202-2509  
 TELEX : 011-83218, CIOC IN : GRAM : CITWIN

HEAD OFFICE :  
 CIOC Bhavnagar, CND-Bhavnagar,  
 New Bombay - 400 614.  
 PHONES : 757 12-1-49-44 / 757 09

FAX : 00-91-21-202-2509  
 दस्त क्र. २५०६ / २०१३  
 १२ / २४

The occupancy certificate is issued to you with the condition that "No physical possession to the residents shall be handed over by the applicant/developer/owner unless power supply is made available in the flat."

Yours faithfully,

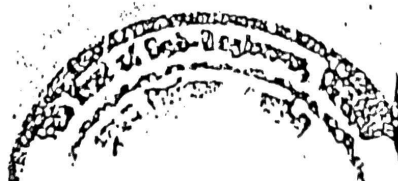
*(Signature)*  
 SURESH DASU

ASSOCIATE PLANNER/ADL. (D)

Encl.: a/a.

Copy to :  
 M/s. Shah Gattani Consultants  
 Architects  
 103, Lucky Palace, Station Road  
 Vasai Road (W), Tal : Vasai.  
 DIST : THANE.

वसई - ४  
 दस्त क्र. २५०६ / २००६  
 २४ / ३९



Vertical text on the right margin, including 'CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED' and other administrative markings.



20/1/94

ARTICLES OF AGREEMENT MADE AND ENTERED into at Bombay this <sup>27<sup>th</sup></sup> ~~20<sup>th</sup>~~ day of ~~MAY~~ 1994 BETWEEN RENUKA BUILDERS AND DEVELOPERS PVT.LTD., a company registered under the Companies Act 1 of 1956 and having its registered office at 11, Vora Palace, next to Dena bank, M.G.Road, Kandivli (west) Bombay 400067 herein referred to as "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the ONE PART, AND .....

*Mrs. Jolly S. Patil*

Indian Inhabitant/s herein referred to as "THE PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof include his/her/ their heirs, executors, administrators and permitted assigns) of the OTHER PART.

W H E R E A S

1. Various land owners in the villages of Achole and Manickpur Taluka Bassein District Thane whose names are set out in coloum 2 of the table given in the First schedule hereunder written have by diverse Agreements for Sale mentioned in colum 6 of the said table agreed to sell and/or sold the pieces of land respectively belonging to them as set out opposite their respective names in colums 4,5, and 6 of the said table to one Rakesh Kumar Wadhwan (herein referred to as "R.K.Wadhawan"). The pieces of land mentioned in the table given in First Schedule hereunder written are herein referred to as 'the said pieces of land' or 'the said Property'.



2. R.K.Wadhawan has obtained vacant possession of the said pieces of land from the respective owners thereof
3. The said pieces of land are converted to non agricultural use vide order No.Revenue/Section. I/Desk/9/NAP/Sr/13/91 dated 4-6-1992.
4. R.K.Wadhawan had requested the Special Town Planning Authority of Bassein Taluka viz : City and Industrial Development Corporation of Maharashtra Ltd (CIDCO) which is appointed the authority under the provisions of the Maharashtra Regional and Town Planning Act 1966 to give permission for carrying out development work in Bassein Taluka and to give to him permission for development inter alia of the said pieces of land. CIDCO vide its letter No.CIDCO/VVER/ZCC/126/412/F619 dated 10 th october 1990 informed R.K.Wadhwan that the approval of lay out inter alia in respect of the said pieces of land could not be granted.
5. The said order of CIDCO as contained in the said letter of 10th october 1990 was chellanged by R.K.Wadhwan before the Hon'ble Minister for Urban Development Government of Maharashtra, Mantralaya, Bombay 400032 by way of Appeal under section 47 of the Maharashtra Regional and Town Planning Act 1966 being appeal No.TPS/1290/215/CR 219/90/UD/12.
6. The Hon 'ble Minister for Urban Develoment by his order dated 15th July 1991 allowed the said Appeal and directed CIDCO to consider and dispose of the application made by R.K.Wadhwan for grant of development of permission in respect inter alia of the said pieces of land on the basis of the detail plans to be submitted Sectorwise by R.K.Wadhwan and CIDCO was directed to give such approval within 2 months from the date of submission of such Sectorwise plans by R.K.Wadhwan.
7. R.K.Wadhwan accordingly prepared Sectorwise plans in respect of the lands comprised in the said Order (which include the said pieces of land). As per the said sectorwise plans the lands comprised in the said Order are divided into four sectors being Sectors A,B,C and D.
8. The said pieces of land purchased and/or agreed to be purchased by R.K.Wadhwan from the Owners whose names are set out in the First Schedule hereunder written as aforesaid constitute two sectors viz; Sectors C and D.
9. CIDCO vide its letter dated 6th september 1991 bearing No.CIDCO/VVSR/BP/ZCC-20/826 inter alia communicated to R.K.Wadhwan that the required approval of lay out in respect of the lands comprised in the said order dated 15th July 1991 passed by the Hon 'ble Minister of Urban Development as aforesaid were granted along with the commencement certificate required under Section 45 (1-1) of the Maharashtra Regional and Town Planning Act 1966 and set of plans duly approved and signed (in token of approval thereof) by CIDCO in respect of the lands comprised in the said order as aforesaid were forwarded to R.K.Wadhwan.
10. Commencement Certificate in respect of buildings approved along with the said approval of lay out as aforesaid was also issued by CIDCO as required under the said order in appeal dated 15th july 1991 passed by the Hon'ble Minister of state Government under No. TPS.1290/215/CR 219/90/UD 12. The said commencement certificate having No. CIDCO/VVSR/BD/ZCC - 20/112020.

11. The said pieces of land i.e the lands comprised in the Sectors "C & D" as aforesaid are located outside 8 km. peripheral area of Bombay Urban Agglomeration as mentioned in the Urban Land (Ceiling and Regulations) Act, 1976 as communicated to R.K Wadhwan by the Tahasildar Vasai, by his letter dated 6th July , 1991.
12. The total floor Space Index (FSI) available in respect of the said Pieces of Lands comprised in the said Sector "C & D" is (a) 19,48,418.60 sq.ft. and (b) 2,63,766 sq.ft. for the amenities plots comprised therein.
13. The bulding plans utilising the FSI of 19,48,418.60 sq.ft. are duly approved by CIDCO while the building plans by utilising the FSI of 2,63,766 sq.ft., will be got approved from CIDCO hereafter.
14. R.K.Wadhwan in his turn agreed to sell the said pieces of land to Dewan Investments Pvt.Ltd., a company incorporated under the Companies Act of 1956 and having its registerd office on the second floor, Warden House, Sir.P.M.Road, Bombay 400 001 (herein referred to as "Diwan Investment") and Diwan Investment accordingly became entitled to the benefits of all the permissions obtained from the Authorities concerned by R.K.Wadhwan in respect of the said pieces of land.
15. By and under an Agreement dated 7th July 1992 made between Dewan Investment as the Vendors of the First Part, R.K.Wadhwan as the Confirming Party of the Second Part and the Developers herein as "the Builders" of the third Part Dewan Investment agreed to sell to the Developers the said pieces of land.
16. The Building plans for construction of Buildings utilising FSI of 19,48,418.60 Sq.ft., are duly approved by CIDCO as aforesaid and the approval of CIDCO to the building plans utilising the Floor Space Index (FSI) OF 2,63,766 Sq. Ft. available in respect of the amenities plots comprised in the said pieces of land shall be obtained hereafter as aforesaid :
17. As per the said lay out plan in respect of the said pieces of land approved by CIDCO as aforesaid and as at present envisaged total number of..... buildings are to be constructed on the said pieces of land utilising the Floor Space Index (FSI) of 19.48.418.60 sq.ft., as per the locationsthereof as shown on the layout plan in respect of the said pieces of land and further buildings as may be approved by CIDCO will also be constructed on the said pieces of land by utilising the Floor Space Index (FSI) of 2,63,766 sq.ft., available in respect of amenities plot comprised in the said pieces of land.
18. The Developers have for the sake of coneyance have laid out th said pieces of land into ten Sectiors being Sectors 1,2,3,4,5,6,7,8,9 and 10.
19. The Developers have indicated to the Purchaser and the Purchaser is aware that the Developers will develop the said pieces of land in a phased manner as per the said lay out plan as approved of CIDCO as a fore said (with such modifications there to as the Developers may from time to time determine and as may be approved by the concerned Authorities) and the detailed programme of such phased developement will also be determined by the Developers from time to time absolutely at their discretion.
20. The Developers have given identifying names to the said Buildings ( to be

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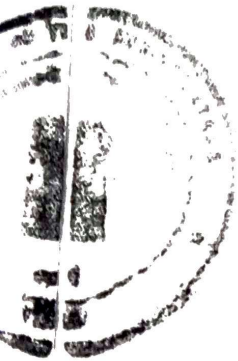
constructed by utilising the FSI of 19,48,418.60 sq.ft.) (herein referred to as 'the said Buildings').

21. The Developers are entitled to sell on ownership basis flats/shops/carparking space/garages and other premises in the said Buildings to be constructed on the said Property.
22. The Purchaser has seen the lay out plan of the said Property showing the locations of the said Buildings as also the Building plans in respect of the said Buildings.
23. At the request of the Purchaser the Developers have agreed to allot on ownership basis flat/shops No. 303 on the 3<sup>RD</sup> floor in wing A of the Building known as MALHAR and located in Sector No. X.
24. The Purchaser has demanded from the Developers and the Developers have given inspection of documents relating to the Sector on which the said Building MALHAR is to be constructed, the plans designs and other documents as are specified under the Maharashtra ownership Flats (Regulations of the promotion of construction, sale Management and Transfer) Act, 1963 (herein referred to as " the said Act " ) and the Rules made thereunder.
25. Copies of the certificate of title issued by M/S Kirit N. Damania & Co., Advocates and Solicitors for the Developers in respect of Land comprising in Sector No. X, copies of plans and specifications in respects of the said Building in which the premises agreed to be purchased are to be located and the revenue extracts in respective of the lands comprised in the said Sector No. X are hereto annexed and marked ANNEXURES "A, B & C.
26. The Developers are entering into separate Agreements with several other persons and parties for sale of flats/shops/carparking spaces/garages and other premises in the said Buildings.

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

1. The Developers will construct various Buildings on the pieces of land situate at village Achole and Manickpur and particulars are given in the First Schedule hereunder written, according to the said lay out in respect of the said Property as approved by CIDCO and as per the Building plans sanctioned by CIDCO as aforesaid, and as may be modified and amended by the Developers from time to time with the approval of the concerned Authorities.
2. The said Property shall be developed by the Developers in a phased manner as may be determined by the Developers as mentioned in the foregoing Recitals.
3. Buildings to be constructed on the said Property by utilising FSI as aforesaid of 19,48,418.60 sq.ft. are herein referred to as "the said Buildings ".
4. The Developers have informed the Purchaser and the Purchaser is aware that the Developers propose to develop the said Property inter alia by construction thereon of various Buildings i.e. the said buildings (utilising therein the Floor Space

(FSI) of 1.5 or 1.2 or 2.0 as per the say of the Architect prepared and approved from the said Architect. The Developers shall also construct further such number of buildings as may be permitted in the said Property in utilizing Floor Space Index (FSI) of 2.0 or 2.5 of the amenities not comprised in the said pieces of lands in the said Property. The Developers will also construct such further Buildings on the said Property as may be permitted in the said other concerned Authorities by utilizing such further FSI as may be available in respect of the said property as also such other FSI of other structures as may be permitted to be utilized on the said property. The Developers also propose to construct on the said property a club house and provide a recreational indoor and outdoor game facilities in the Club House and elsewhere on the said property as may the Developers may in their absolute discretion determine. The development work will be carried out by the Developers in a phased manner as per the phased development programme to be determined by the Developers at their absolute discretion from time to time. The Developers have commenced construction of some of the said Buildings. The Developers may as required by the concerned Authorities and/or in their (i.e. Developers) absolute discretion from time to time vary amend and/or alter the layout plan of the said Property or the Building Plans in respect of one or more of the said buildings. As part of such variation amendment and/or alteration in the lay out and/or in the building plans the Developers may change location of the said Buildings or any one or more of them and the Developers may also construct additional areas by constructing additional Wings and/or additional floors to one or more of the said Buildings and may also construct such further Buildings on the said Property as may be approved by the concerned authorities. The Purchaser hereby irrevocably agrees and has hereby given his express consent to the Developers to carry out from time to time whatever amendments alteration additions modifications and variations to the layout in respect of the said Property and/or the Building plans or the said buildings for construction of additional constructed areas by construction of additional wings to and or additional floor or floors on the said Buildings or any one or more of them and/or for construction of independent additional structures thereon in accordance with the Building plans as may be approved by the concerned Authorities. The Purchaser hereby also gives his/her irrevocable and express consent to the Developers developing the said Property in such phased manner as the Developers may from time to time determined even after the Developers shall have given to the Purchaser possession of the premises hereby agreed to be sold to the Purchaser. The Purchaser further confirms that the Developers will be entitled to utilise any FSI presently available and further additional FSI which may be available for the said pieces of land or any part thereof and or may be obtained here after in respect of the other property in accordance with the provisions of the Development Regulations for Vasai Taluka as may be in force from time to time in construction of further Buildings till the entire development of the said pieces of lands is completed in all respects. The Developers shall accordingly be entitled to develop the said Property in a phased manner to be determined from time to time by the Developers including by making changes from time to time in the lay out plan in respect of the said Property and/or in the Building Plans of one or more buildings to be constructed as aforesaid including the Buildings which at present are not envisaged by the Developers. The Purchaser hereby agrees to give all the facilities and assistance to the Developers as the Developers may require from time to time after the Developers shall have delivered possession of the premises agreed to be sold to the Purchaser but at the costs and expenses of the Developers so as to enable the Developers to complete the development of the said Property in the manner that may be determined by the Developers.



5. The said Buildings shall be constructed by the Developers in accordance with the Building Plans prepared by their Architects and sanctioned by the concerned

Authorities as aforesaid with such modifications thereto as the Developers may incorporate therein as aforesaid. The premises in the said Buildings shall contain amenities as per the particulars given in the Second Schedule hereunder written.

6. The sanctioned Building plans from the Concerned Authorities in respect of the said Buildings are open for inspection on all working days during office hours at the building site and also at 11, Vora Palace, Next to Dena Bank, M.G. Road, Kandivali(W), Bombay 400 067.

7. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/itself about the title of the Land Owners of the respective pieces of land as comprised in Sector No. X forming part of the said Property as per the particulars given in the First Schedule hereunder written and The Purchaser shall not be entitled to further investigate the title of the said land owners or to raise any requisition or objection in any manner relating thereto. A copy of the certificate of title given by M/S Kirit N. Damania & Co, Advocates and Solicitors in respect of lands comprised in Sector No. X is hereto annexed and marked ANNEXURE "A"

8. The Developers shall sell to the Purchaser and the Purchaser shall purchase from the Developers Flat ~~(with attached terrace)~~ shop/office premises No. 303 on the 3<sup>rd</sup> Floor in Wing A of the Building known as MALHAR in Sector No. X being constructed by the Developers on the said Property (herein referred to as "the said Premises") the Plan in respect of the said premises is hereto annexed and marked ANNEXURE "D". The building known as MALHAR in which the said premises is to be located is hereinafter referred to as " the said Building "

9. The carpet area of the said premises is 780 sq.ft. inclusive of the enclosed balcony (area whereof is 780 sq.ft.) and for the purpose of this Agreement the built up area of the said premises is 780 sq.ft. Common areas and facilities for the said building and the said premises, percentage of undivided interest of the said premises in the common areas and facilities of the said Building as also the percentage of undivided interest of the said premises in the restricted common areas and facilities of the floor on which the same is located are as per the particulars given in Annexure hereto annexed and marked ANNEXURE 'E'. The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being any change in the lay out and/or the building plans.

10. The Purchaser shall pay to the Developers the sum of Rs. 3,70,500/- as the purchase price in respect of the said premises which is inclusive of the sum of Rs. 3,70,500/- as the price of the proportionate share of the said premises in the common areas and facilities of the said building. The said purchase price shall be paid by the Purchaser to the Developers in accordance with the installments as under.

a) Rs. 31,000/- paid as earnest money on 17.04.94 which shall be non-refundable as per the terms of this Agreement.

b) Rs. 62,000/- on or before execution of this Agreement

c) Rs. 55,000/- on or before PAINT

d) Rs. 37,000/- on or before 2<sup>nd</sup> SUB

- 7-
- e) Rs. 37,000/- on or before 4<sup>TH</sup> SLAB
- f) Rs. 37,000/- on or before MASONRY
- g) Rs. 37,000/- on or before PLASTER
- h) Rs. 55,000/- on or before TILING
- i) Rs. 19,500/- being the balance on or before possession of the said flat/shop.

It is specifically agreed that apportionment of Rs. 1500/- as the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said premises in the common areas and facilities increase or decrease the intent of the parties being that the said premises are sold to and purchased by the Purchaser with all the appurtenant rights for the lumpsum of Rs. 1500/- . The Purchaser hereby authorises The Developers to make changes in the percentage of undivided share of the said premises in the common areas and facilities as aforesaid in the event of there being any change in the layout plan of the said Property and/or Building Plans of the said building to be constructed on the said Property.

11. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in Clause 10 and all other payment of charges expenses and deposits as mentioned in this agreement are of the essence of the contract. In the event of the Purchaser making any default in payment of any one instalment of the purchase price or the Purchaser committing default in payment of any other amount, money, deposits charges or any other such payable by the Purchaser as mentioned in this agreement, the Developers will be entitled to terminate this Agreement and in that event amount of earnest money shall stand forfeited to the Developer and all the balance monies paid hereunder by the Purchaser shall be refunded to the Purchaser by the Developers (but without any interest, compensation, damage or cost ) Sixty days after the termination of this agreement and the Developers will be entitled immediately after the termination of this Agreement to sell and/or dispose off the said premises in favour of any third party or person and the Purchaser herein will have no right to object, such sale/disposal of the said premises by the Developers or to interfere within any where to such disposal. The Flat Purchaser agrees that sending of the said amount by cheque by the Developers to the Flat Purchaser at the address given by the Flat Purchaser in these presents, whether the Flat Purchaser has encashed the cheque or not, will amount to the refund of the amount so required to be returned.

12 If the Purchaser in order to augment their resources for the purpose of payment of consideration amount to the Developers under this Agreement, seeks loans from financial institutions, banks or other bodies against the security of said premises subject to the consent and approval of the Developers then, in the event of the Purchaser committing default of the payment of the installments of the consideration amount and in the event of the Developers exercising their right to terminate this Agreement, the purchaser shall clear the mortgage debt outstanding on the security of the said premises at the time of such termination. The Puchaser shall obtain the necessary letter from such financial institution, banks etc. stating that the Puchaser has cleared the mortgage debt. On receipt of such letter from the financial inatitutions,banks etc the Purchaser shall be entitled to the refund of the amount so paid by him/her/them to the Developers towards the said premises. However, the Developers shall be entitled to directly pay the amount payable to the financial

THE FIRST SCHEDULE ABOVE REFERRED

Sr No.	Name of the Land Owner	Survey No	Hissa No.	Area H Ar P.	Date of Aggrement for sale
				0.20.0	30.7.89
			Part	1.22.4	10.7.89
		107	Part	1.58.59	
		110		0.16.69	
		111		0.84.59	7.7.89
A	VILLAGE MANICKPUR	112	Part	0.56.0	
1	Smt Bistrbal Joma Gharat	108		0.10.0	3.9.91
2	Smt. Onail T	109	Part	0.53.1	2.9.91
		108	Part	0.80.9	24.2.91
		111	Part		
3	Shri Onail T Bandukwala	112		0.4.0	4.9.91
4	Madhukar C Patil		6	0.10.0	
5	Krishna J. Patil	5(5)	7/2P	0.02.3	4.9.91
6	Yeshwant W Patil & Ors	12(6)	10	0.04.0	
B	VILLAGE OF ACHOLE	3(3)	11	0.06.8	
7	Walya M. Dalvi	3(3)	4	0.08.8	4.9.91
		4(4)	2	0.13.7	
8	Mahendra M. Sanghani	12(6)	6	0.13.9	4.9.91
		12(6)	2	0.13.3	
		10(7)	6	0.02.0	
9	Chandubhai H. Patel	10(7)	2	0.10.1	3.9.91
10	Vithalbai S Mhatre	3(3)	9	0.06.6	2.9.91
		3(9)	1	0.30.4	
11	Anna Sakharam Patil	3(3)	5	0.22.4	
		4(4)	1	0.03.0	
12	Madhukar C. Patil	4(4)	8	0.01.8	
		3(3)	13	0.07.6	
		13(9)	1	0.27.9	
		4(4)	4	0.03.8	
		4(4)	12	0.50.0	14.4.91
		25(36)	Part	0.03.5	4.9.91
13	Zujaya D. Lope	4(4)	2/3	0.15.3	2.9.91
14	Nana R Patil & Ors	5(5)	7	0.28.9	
15	Krishna J. Patil & Ors	12(9)	3	0.10.4	
		12(6)	7/2P	0.04.8	16.2.92
16	Padmakar B. Dalvi & Ors	2(2)	2	0.06.0	4.9.91
		4(4)	16		
17	Mathibhai Jain			0.01.5	16.2.91
	Makund S. Matre		19	0.04.5	
	Kamlakar D. Patil	3(3)	6	0.52.6	2.2.91
18	Laxmibhai D. Gherat	5(5)	Part	0.03.3	
		17(13)	1	0.03.0	
19	Savalaram P. Patel	4(4)	10	0.05.0	
20	Yadav P. Patil	4(4)	15	0.05.8	
		5(5)	5	0.12.0	2.9.91
		5(5)	11	0.33.1	
		12(6)	4	0.02.0	
		12(6)	8	0.06.8	
		13(0)	12	0.20.0	
21	Budhibai P. M. Deshmukh	14(0)	3	0.16.4	2.9.91
	(Narayan Patel)	14(10)	5	0.38.4	
22	Ramakant M. Dalvi	15(11)	1/2	0.04.5	25.3.92
23	Yashubai S. Mhatre	3(3)	17	0.05.5	4.9.91
		10(7)	4P	0.33.0	2.9.91
		10(7)	3	0.19.5	4.9.91
24	Anil Shah	10(7)	1		
	(Kashinath K. Patil)				
25	Motiram G. Bhatt	15(11)	1/1	0.07.1	Conveyance Dt. 15.9.91
	Rakeshkumar K. Wadhwan				
26	Laxuman T. Patil	13(9)	8/1	0.12.1	
		14(10)	1	0.24.0	
		14(10)	4	0.74.0	
		14(10)	6	0.21.0	31.10.91
27	Kirti Hiralal Desai	108	Part	0.04.8	
		3(3)	15	0.07.1	
28	Smt. Rajubhai Mangalyan Patil	5(5)	4	0.01.5	2.9.91
		2(2)	3	0.12.1	14.2.92
29	Yeshubai Sakharam Matre and others	2(2)	4		
		2(2)	5	0.12.4	
		3(3)	3	0.03.3	
		3(3)	6	0.28.3	
		3(3)	7	0.08.0	
		3(3)	9	0.06.0	
		4(4)	7	0.05.6	
30	Bhaguram M. Patil	13(9)	7	0.04.8	
31	Mamubai M. Dalvi	13(9)	7		
32	Mankya Anne Dalvi	4(4)	4	0.17.5	4.9.91
33	Suresh Y. Gharat	3(3)	8P	0.10.0	2.9.91
		12(6)	18	0.09.4	4.9.91
		15(11)	7/2	0.10.5	
34	Vithal C. Patil	15(11)	2	0.50.0	4.9.91
35	Ramchandra G. Dalvi	4(4)	3	0.12.6	
36	Mangaldas Ramadas	6(5)	5	0.06.8	15.2.92
37	Govind K. Patil	10(6)	1	0.05.1	15.2.92
		3(3)	4P	0.05.5	15.2.92
		3(3)	4	0.14.9	7.9.91
		3(3)	12	0.01.8	
		3(3)	14	0.01.3	
		3(3)	16	0.03.3	

Handwritten signature or initials.

IN WITNESS WHEREOF the Executives and the Purchasers have hereunto set and subscribed their hands and seals this day and year first hereinabove written

SIGNED AND DELIVERED by the  
withnamed DEVELOPERS  
RENUKA BUILDERS AND DEVELOPERS  
PVT LTD. in the presence of

For Renuka Builders & Developer (P.) Ltd.  
*(Signature)*  
Mervil G. Shah (C. A.)

- 1. *(Signature)*
- 2. *(Signature)*

SIGNED AND DELIVERED by the  
withnamed PURCHASER  
*(Signature)*  
on the presence of...

*pal*

- 1. *(Signature)*
- 2. *(Signature)*

RECEIVED of and from the withnamed  
Purchaser Mr./Mrs./M/s

a sum of Rs 31,000/- (Rupees)

Thirty one Thousand only) being the  
amount aforementioned to have been paid  
by tender them to us

Rs 31,000/-

WITNESS

- 1. *(Signature)*
- 2. *(Signature)*

WE SAY RECEIVED:  
FOR RENUKA BUILDERS AND DEVELOPERS  
FOR Renuka Builders & Developer (P.) Ltd.  
*(Signature)*  
Mervil G. Shah (C. A.)  
DIRECTOR

