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Tuesday, December 11, 2007

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पावती क्र. : 9066

गावाचे नाव कांदिवली

दिनांक 11/12/2007

दस्तऐवजाचा अनुक्रमांक

वदर 12 09026 2007

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: रमेश कोकिल गुप्ता

नोंदणी फी

24750.00

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

1120.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (56)

एकूण

रु.

25870.00

आपणास हा दस्त अंदाजे 3:56PM ह्या वेळेस मिळेल

हा दुय्यम निवडक प्रतिलिपि क्र. 6
सह द.नि.का.बारीपली 6
मुंबई उपनगर जिल्हा.

बाजार मुल्य: 1869504 रु. मोबदला: 2475000 रु.

भरलेले मुद्रांक शुल्क: 106350 रु.

देयकाचा प्रकार :डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: युनियन बँक ऑफ इंडिया, कांदिवली प मुं.;

डीडी/घनाकर्ष क्रमांक: पे ऑर्डर नं 046990; रक्कम: 24750 रु.; दिनांक: 07/12/2007

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON...11/12/07

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WHEREAS :

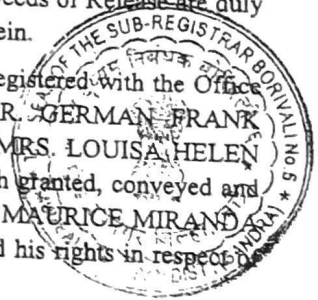
Re: First Property:

a) Originally one MR. NICHOLAS C. MIRANDA was the owner and/or otherwise well and sufficiently entitled to and as such was absolutely seized and possessed of a land bearing Survey No. 34, Hissa No. 9 corresponding to C.T.S. No. 860 admeasuring 32 Gunthas of Village Kandivli, Taluka Borivli, in the Mumbai Suburban District, (hereinafter referred to as the 'First Property' for the sake of brevity) and more particularly described firstly in the First Schedule hereunder written.

b) The said MR. NICHOLAS C. MIRANDA died intestate at Mumbai on or about 16th March 1941 leaving behind him his widow MRS. LOUISA HELEN MIRANDA and 3 sons namely (1) MR. GERMAN FRANK MIRANDA, (2) MR. HUBERT BENIFACIE MIRANDA, and (3) MR. MAURICE BLAZE MIRANDA ('the Owner' mentioned hereinabove) and 2 daughters namely STELLA MIRANDA and SYBIL MIRANDA as the only heirs and legal representatives to succeed to the estate left behind him inter alia the First Property.

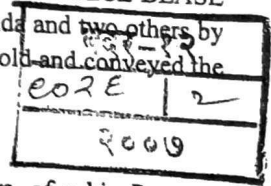
c) By and under 2 separate Deeds of Release namely Deed of Release dated 28th April 1945 and Deed of Release dated 26th April 1955, the said 2 daughters STELLA MIRANDA and SYBIL MIRANDA for the consideration therein mentioned respectively released all their rights, title and interests in the properties left behind by the said MR. NICHOLAS MIRANDA inter alia the said Property in favour of the said MRS. LOUISA HELEN MIRANDA and 3 sons as mentioned above. The said Deeds of Release are duly registered with the office of Sub-Registrar of Assurances at Bassein.

d) By and under an Indenture dated 3rd March 1959, duly registered with the Office of Sub-Registrar at Bandra, the said 2 brothers namely MR. GERMAN FRANK MIRANDA and MR. HUBERT BENIFACIE MIRANDA and MRS. LOUISA HELEN MIRANDA released all their rights, title and interest and as such granted, conveyed and assigned inter-alia the First Property unto and in favour of MR. MAURICE MIRANDA in consideration of MR. MAURICE MIRANDA having released his rights in respect of other properties.



e) In pursuance of the abovementioned documents, the said Maurice Miranda became the sole and absolute owner of the First Property.

f) In pursuance of the agreement entered into with the said MR. MAURICE BLASÉ MIRANDA and his wife and son, the said Mr. Maurice Blasé Miranda and two others by and under a registered Deed of Conveyance dated 5th August 2005, sold and conveyed the First Property to and in favour of the Promoters herein.



Re: Second Property:

g) The Second Property is a portion, admeasuring 555 sq.mtrs. of a big Property bearing C.T.S. No. 819 (part) belonging to Mumbai Municipality Industrial Estate and more particularly described Secondly in the First Schedule hereunder written.

Generally:

h) The First and Second Property shall hereinafter be referred to as the said 'Property' for the sake of brevity.

i) By and under a notification dated 7th September 2004 issued by the Additional Collector (Enc & Rem) and Competent Authority, Mumbai Suburban District (Western

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Suburban) the First Property came to be declared as a 'Slum Area' within the meaning and under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as 'the said Act' for the sake of brevity). The Second Property being a government property as mentioned above is a common slum within the meaning and under the provisions of the said Act.

j) There were approximately 208 slum dwellers settled on the said Property and the said Slum Dwellers proposed to form a slum society namely Shiv Shankar Co-operative Housing Society (Proposed).

k) By and under Agreement dt. 20.9.2002 the said society granted development rights in respect of the said Property to and in favour of the promoters and also executed an Irrevocable Power of Attorney in favour of the promoters in pursuance of the said Agreement. In pursuance of the same and as required under the Slum Rehabilitation Scheme propounded under the provisions of the said Act, more than 70% of the eligible slum dwellers of the said Property granted their consent for development of the said Property to the promoters as required under the Slum Rehabilitation Scheme.

l) By and under a Letter of Intent dated 27th April 2005, the Slum Rehabilitation Authority principally approved scheme of development and the grant of 2,866 F.S.I. in accordance with the Development Control Regulation No. 33(10) & Amendment thereof (as amended D.C. Regulations out of which the Slum Rehabilitation Authority has approved consumption of maximum F.S.I. of 25 on the said Property subject to the terms and conditions mentioned therein.

m) The Promoters under the said Scheme are required and are hereby proposed to construct separate buildings for the purpose of rehabilitation of eligible slum dwellers and the buildings constituting Free Sale Component as envisaged under the Slum Rehabilitation Scheme.

n) The Promoters have duly constructed one rehab building and are constructing another and separate building for the purpose of rehabilitation of the said Slum-dwellers and are also constructing buildings constituting the sale component and are also constructing buildings constituting the sale component in the open market.

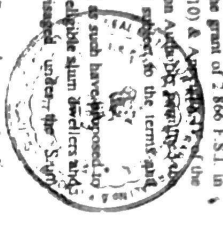
o) Pursuant to the application made, the Slum Rehabilitation Authority (S.R.A.) has issued Intimation of Approval (IOA) and has approved and sanctioned the doubling plans in respect of the proposed sale building.

p) The Promoters herein have accordingly proposed to construct buildings known as 'AMANN SPRING WING A & B' comprising with plus 12 to 20 floors in each wing. The number of upper floors however is likely to vary depending upon the availability of F.S.I. and other relevant conditions for development of the said Property.

q) The Promoters having complied with the terms and conditions of the said IOA, the S.R.A. has already issued the Commencement Certificate for construction of the said Proposed Building and the Promoters have accordingly commenced the construction of the said Building.

r) The Promoters may purchase and/or acquire the adjoining properties and amalgamate the same with the said Property either by way of T.D.R. and consume further F.S.I. on the said Buildings as they may deem fit and/or on such portion of the said Property as they may deem fit and may amend the plans and propose further wings and/or reduce or increase the number of floors and/or otherwise propose such changes as they may deem fit any time in future and as may be permissible in law.

FOR THE PURPOSE OF SECTION 13(1)(b) OF THE S.R.A. ACT, 1971, THE S.R.A. HAS SANCTIONED THE DOUBLING PLANS IN RESPECT OF THE PROPOSED SALE BUILDING.



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s) The Promoters have entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects, and the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Plaf Purchaser's receipt the professional supervision of the Architect and Structural Engineer till the completion of the Building.

t) By virtue of the above mentioned Agreement, Power of Attorney and various permissions and N.O.C.'s granted by the statutory authorities, the Promoters alone have the sole and exclusive right to sell the flats and/or other units in the said Buildings to be constructed by the Promoters on the said Property to be known as 'AMANN SPRING WING A & B' consisting of with plus 12 to 20 floors in each wing as mentioned above and to enter into Agreement's with purchasers of the flats/units and to receive the sale price in respect thereof.

u) The Plaf Purchaser's has/have demanded from the Promoters and the Promoters have given inspection to the Plaf Purchaser's of all the above mentioned documents of title relating to the said Property, the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulations of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "M.O.F.A.") and Rules made thereunder.

v) A copy each of the Certificate of Title issued by M/s. Jangra, Soni & Associates, Advocates, Property Card, IOA, C.C., the Location Plans and a list of amenities to be provided by the Promoters with reference to the facilities have been entered hereto and marked Annexures A, B, C, D, E, F, G & H respectively.

w) The Promoters have got approved from the concerned local authority the plans, specifications, elevations, sections and details of the said Buildings and the Plaf Purchaser's have been notified.

x) However, the F.S.I. available for construction is likely to be reduced, if the Promoters intend to use and shall be entitled to use the same as provided hereafter and for that purpose the Promoters shall be entitled to amend the plans from time to time of any Buildings constructed or to be constructed on any part or portion of the said Property in its present state or after amalgamation with other properties in the sole discretion of the Promoters.

y) While sanctioning the said Plans for the said Building the concerned local competent authorities and/or government have laid down certain terms, conditions, stipulations, and restrictions, which are to be observed and performed by the Promoters while developing the said Property and the said Building and upon the observance and performance of which only the occupation and the completion certificates in respect of the said Buildings shall be granted by the concerned local competent authority.

z) The Plaf Purchaser's has/have applied to the Promoters for allotment to the Plaf Purchaser's a Flat/Shop/Garage/Store/ Parking Space No. _____ on the _____ floor in _____ wing of buildings known as 'AMANN SPRING WING A & B' to be constructed on the said Property more particularly described in the Second Schedule hereunder written (hereinafter for the sake of convenience and brevity referred to as 'the said Flat').



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aa) The Flat Purchaser/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc., recited and referred to above;

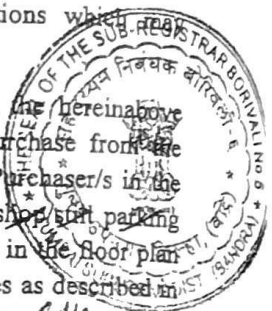
bb) Under section 4 of the M.O.F.A., the Promoters are required to execute a written Agreement for Sale of said Flat/Unit with the Flat Purchaser/s being in fact these presents and also to register the said Agreement under the Registration Act.

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

1. The Promoters shall construct the said Building consisting of two or more wings of stilt + 12 to 20 upper floors in each wing on the said Property in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/the government to be made in them or any of them.

Provided that the Promoters shall have to obtain prior consent in writing of the Flat Purchaser/s in respect of such variations or modifications which may adversely affect the Purchaser/s of the Flat.

2. Subject to the terms, conditions and provisions contained in the hereinabove recited Agreements, the Flat Purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser/s in the Building known as 'AMANN SPRING WING A & B' a flat/shop/flat parking space no. B-302 on the THIRD floor, as shown in the floor plan thereof hereto annexed and marked Annexure 'F' with amenities as described in Schedule Annexure 'G' hereto of the carpet area admeasuring 614 sq.ft. (which is inclusive of the area of balconies, if any) (hereinafter for brevity's sake and collectively referred to as the 'Flat') for the aggregate price of Rs. 24,75,000/- (Rupees TWENTY FOUR LACS, SEVENTY-FIVE THOUSAND ONLY) only) including the proportionate price of the common areas and facilities appurtenant to the premises. The Flat Purchaser/s has/have paid a sum of Rs. 6,50,000/- (Rupees SIX LACS, FIFTY THOUSAND ONLY)



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_____ only) as earnest or deposit money on or before the execution of these presents. The Flat Purchaser/s hereby agrees to pay to the Promoters balance amount in the following manner:-

- i) Rs. 92,500/- /- on completion of Plinth;
- ii) Rs. 99,000/- /- on casting of 1st Slab;
- iii) Rs. 99,000/- /- on casting of 2nd Slab;
- iv) Rs. 99,000/- /- on casting of 3rd Slab;
- v) Rs. 99,000/- /- on casting of 4th Slab;
- vi) Rs. 99,000/- /- on casting of 5th Slab;

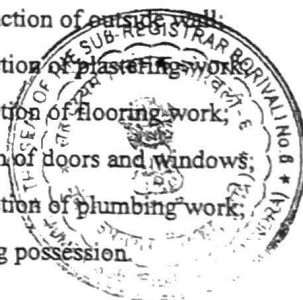
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vii)	Rs. <u>99,000/-</u>	/-	on casting of 6 th Slab;
viii)	Rs. <u>99,000/-</u>	/-	on casting of 7 th Slab;
ix)	Rs. <u>99,000/-</u>	/-	on casting of 8 th Slab;
x)	Rs. <u>99,000/-</u>	/-	on casting of 9 th Slab;
xi)	Rs. <u>99,000/-</u>	/-	on casting of 10 th Slab;
xii)	Rs. <u>99,000/-</u>	/-	on casting of 11 th slab;
xiii)	Rs. <u>99,000/-</u>	/-	on casting of 12 th slab;
xiv)	Rs. <u>99,000/-</u>	/-	on casting of 13 th slab;
xv)	Rs. _____	/-	on casting of 14 th slab;
xvi)	Rs. _____	/-	on casting of 15 th slab;
xvii)	Rs. _____	/-	on casting of 16 th slab;
xviii)	Rs. _____	/-	on casting of 17 th slab;
xix)	Rs. _____	/-	on casting of 18 th slab;
xx)	Rs. _____	/-	on casting of 19 th slab;
xxi)	Rs. _____	/-	on casting of 20 th slab;
xxii)	Rs. <u>74,250/-</u>	/-	on construction of outside walls;
xxiii)	Rs. <u>74,250/-</u>	/-	on completion of plastering work;
xxiv)	Rs. <u>74,250/-</u>	/-	on completion of flooring work;
xxv)	Rs. <u>49,500/-</u>	/-	on erection of doors and windows;
xxvi)	Rs. <u>49,500/-</u>	/-	on completion of plumbing work;
xxvii)	Rs. <u>1,23,750/-</u>	/-	on offering possession.

Total 24,75,000/-

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Time for payment of the aforesaid amounts shall be essence of the contract.
 PROVIDED FURTHER that the Flat Purchaser/s shall pay the last installment of the Purchase Price within seven days from the receipt of the intimation from the Promoters that the unit agreed to be purchased by him/her/they/it is ready for occupation and Flat Purchaser/s failing to make payment, the Promoters shall be at liberty to exercise their other rights as set out in this Agreement including a right to terminate these presents and sell the said Unit/Flat to any other person.

PROVIDED FURTHER that the Flat Purchaser/s under this Agreement shall pay the deposits in respect of the meter, maintenance, etc; as provided hereinafter along with the payment of the last installment.

3. The percentage of the undivided interest of the Flat Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said Flat shall be in proportion of the area of the said Flat to the entire area of all the flats in the said Buildings known as 'AMANN SPRING WING A & B'

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4. All the statements made in the recitals herein shall form integral part of this Agreement and the Flat Purchaser/s confirm and accord the irrevocable consent that the Promoters shall be entitled to complete the said Building by getting the plan amended from time to time so as to consume F.S.I. of 4435.16 sq.mts. or more and as be permissible under Development Control Regulations, 1991, and/or as may be available without amending or changing the plan of the unit flat being subject matter of this Agreement. The Flat Purchaser/s confirm that the Promoters have disclosed the said Fact in advance to the Flat Purchaser/s and the Flat Purchaser/s has/have agreed to enter into this Agreement with the notice of the said Fact and hereby accord irrevocable consent in that respect. In the event of the Flat Purchaser/s raising any dispute, the Promoters shall be entitled to cancel this Agreement and refund the amounts paid by the Flat Purchaser/s to the Promoters under this Agreement.

5. The Promoters hereby agree to observe, perform and comply with or caused to be observed, performed and complied with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or hereafter and shall before handing over possession of the said Flat to the Flat Purchaser/s, obtain or cause to be obtained from the concerned local authority occupation or completion certificate in respect of the said Buildings known as 'AMANN SPRING WING A & B'. The Promoters may obtain part occupation or building completion certificate for one or more buildings or floors as the Promoters may deem fit.

6. The Flat Purchaser/s agrees to comply with all the terms and conditions of any other scheme, permission etc., that may have been granted or sanctioned to and/or which may hereinafter be granted or sanctioned or imposed by any authority statutory or otherwise including paying any charges, bearing expenses, making deposits, whether refundable or not.

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Promoters hereby declare that the Floor Space Index available for the purpose of construction of the said Building is 4435.16 sq.mts. approx. and that no part of the said F.S.I. has been utilised by the Promoters elsewhere for any purpose whatsoever.

8. The Flat Purchaser/s hereby grants his/het/their/its irrevocable power and consent to the Promoters and agrees:-

a. That until the conveyance or any other document vesting the title of the property in favour of Co-operative Society of the said Building, known as 'AMANN SPRING WING A & B' as may be permissible under law is executed, the Promoters alone shall be entitled to all F.S.I. whether available at present or in future including the balance F.S.I., the additional F.S.I. available under D.C. Rules from time to time and/or any special concession, modification of present Rules and Regulations granting F.S.I., F.S.I. available in lieu of the road widening, set-back, reservation by way of Transfer of Development Right (T.D.R.) or otherwise howsoever.

b. That under no circumstances the Flat Purchaser/s and/or Society or other Common Organization will be entitled to any F.S.I. or shall have any right to consume the same in any manner whatsoever.

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c. That the Promoters shall be entitled to develop the said Property fully by constructing and/or making additions in the said Building known as 'AMANN SPRING WING A & B' and/or by constructing additional buildings/floors/structures so as to avail of the full F.S.I. permissible at present or in future for the said Property including for staircase, lift, passage, by way of purchase of floating F.S.I., T.D.R., free F.S.I. which may be available on the said Property or acquired otherwise howsoever and including putting up of any 'Additional Construction' as mentioned above and Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Flat Purchaser/s or other acquirers of the flats in such building/s and or their common organization having any claim thereof or to any part thereof. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose off, sell, transfer etc. the same in manner the Promoters choose. The Flat Purchaser/s agrees not to raise any objection and/or claim reduction, ~~in case of~~ compensation and/or damages including on the ground of ~~interference~~ nuisance while putting up such additional construction ~~mentioned above~~. The Promoters shall be entitled to consume such F.S.I. by raising floor ~~of~~ floors of any structures including the said Building known as 'AMANN SPRING WING A & B' and/or putting additional structures and/or by ~~extension of~~ extension of structure. The document vesting the title of the said Portion ~~and~~ Buildings and transfer of rights and benefits of the Promoters as hereinafter ~~mentioned~~ shall be subject inter alia to the aforesaid reservation.

d. That the Promoters alone shall be entitled to sell any part or portion of the said Buildings including the open terrace/s wall or part of the said Portion, basement, parking space, covered or otherwise including for use as a bank, office, shops, nursing home, restaurant, hotel, garden, display of advertisements, hoardings, well water etc., as the same may be permissible or ultimately may be permitted by the authorities concerned.

e. To admit without any objection the persons who are allotted flats by the Promoters as members of the Proposed Society and/or as members of the Society in the event the Society is registered before all flats including flats of extended/annexed buildings are sold by the Promoters.

f. To execute, if any further or other writing, documents, consents etc., as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto.

g. To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc., at the costs and expenses of the Flat Purchaser/s which the Promoters in their absolute discretion may deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent and agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said Flat/Unit is handed over to the Flat Purchaser/s and/or possession of the said Buildings is handed over to the Society of the purchasers of flats.

9. The Flat Purchaser/s is/are aware that Promoters ~~at present~~ are constructing only the said Building known as 'AMANN SPRING WING A & B' on the said

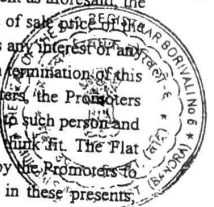
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Property. The Flat Purchaser/s agrees that the Promoters are likely to and shall be entitled to acquire further and adjoining properties and may amalgamate the same or any part of the said Property in the manner the Promoters may deem fit and Flat Purchaser/s gives his/her/their/its consent to any use thereof by the Promoters.

- 10. Without prejudice to the other rights and contentions of the Promoters and without waiver of any of the rights and contentions of the Promoters, the Flat Purchaser/s agrees to pay to the Promoters interest at 24% p.a. on all the amounts which become due and payable by the Flat Purchaser/s to the Promoters under the terms of this Agreement from the date the said Amount is payable by the Flat Purchaser/s till the date the payment is made to the Promoters.
- 11. On the Flat Purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the Promoters under this Agreement including his/her/their/its proportionate share of taxes levied by concerned authorities and other outgoings and/or on the Flat Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement by giving 15 days notice PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Flat Purchaser/s the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser/s and interest of any other amount over and above the amount so refunded and upon termination of this Agreement and on refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to deal with or dispose off or sell the flat/unit to such person and at such price as the Promoters may in its absolute discretion deem fit. The Flat Purchaser/s agrees that sending of the said Amount by cheque by the Promoters to Flat Purchaser/s at the address given by the Flat Purchaser/s in these presents, whether the Flat Purchaser/s accepts and/or encashes the cheque or not, will amount to the refund of the amount so required to be refunded. PROVIDED HOWEVER, if the default of payment by the Flat Purchaser/s continues for a period of three months from the due date that Flat Purchaser/s shall be liable to pay an interest at the rate of 24% p.a. on the outstanding amounts payable from the date the said Amount is payable by the Flat Purchaser/s till the payment. PROVIDED FURTHER that the acceptance of outstanding amount with the interest as aforesaid shall solely be at the option of the Promoters and the Promoters shall have a simultaneous right to terminate this Agreement at their own discretion and as they may deem fit and proper.
- 12. The fixtures, fittings and amenities to be provided by the Promoters in the said Building and the flat/unit are those that are set out in Annexure 'G' hereto.
- 13. The Promoters may complete the entire building or any part or portion or floor thereof and obtain part occupation certificate thereof and give possession of premises therein to the acquirers of such premises and the Flat Purchaser/s herein shall have no right to object to the same and will not object to the same and the Flat Purchaser/s hereby given his/her/their/its specific consent to the same. If the Flat Purchaser/s takes possession of any premises in such part completed portion or floor or otherwise the Promoters and/or their Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of Building/s in which the said Premises are, the said Building

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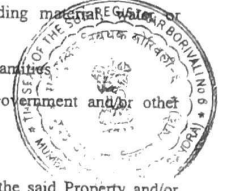
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or any part thereof and if any inconvenience is caused to the Flat Purchaser/s, the Flat Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or complain for any inconvenience and/or nuisance which may be caused to him/her/them/it or any other persons/s.

- 14. The Promoters shall give possession of the Flat/Unit to the Flat Purchaser/s on or before 31/12/2008. If the Promoters fail to give possession of the Flat/Unit to the Flat Purchaser/s on account of reasons beyond their control and/or their agents control as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date, then the Promoters shall be liable on demand to refund to the Flat Purchaser/s the amounts already received by the Promoters in respect of the Flat with simple interest at nine percent per annum from the date the Promoters receive the sum till the date the amounts and interest thereon is paid and shall have no other right or claim against the Promoters except for such refund and interest accrued upon the refund amount. The Flat Purchaser/s agrees that sending of the said Amount by cheque by the Promoters at the address given by the Flat Purchaser/s in these presents, whether the Flat Purchaser/s accepts or encashes the cheque or not, will amount to refund of the amount so required to be refunded. PROVIDED THAT the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of Buildings in which the Flat is to be situated is delayed on account of:
 - i. Non-availability of Steel, Cement, other building material, quality of electric supply, etc.,
 - ii. War, Civil Commotion or act of God, Natural Calamities
 - iii. Any notice, order, rules, notification of the Government and/or other public or competent authority.
 - iv. Other reasonable cause.
- 15. The Promoters shall be entitled to change the user of the said Property and/or Buildings to be constructed thereon and/or part or portion thereof but the same will not directly affect the user of the said Flat/Unit.
- 16. The Flat Purchaser/s shall take possession of the Flat/Unit within seven days of the Promoters giving written notice to the Flat Purchaser/s intimating that the said Flat is ready for use and occupation and the Flat Purchaser/s shall before taking possession of the said Flat inspect the same thoroughly and point out defect if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any, required. In the event of the Flat Purchaser/s taking possession of the said Flat he/she/they/it shall be deemed to have inspected the same thoroughly and found the same without defect in construction and/or amenities and facilities unless otherwise recorded in writing.
- 17. The Flat Purchaser/s shall use the flat/shop/office/unit/garage/parking space or any part thereof or permit the same to be used for purpose of residence and in case of a shop for carrying on any profession or business. He/She/They/It shall use the garage or parking space only for the purpose of keeping or parking the Flat Purchaser/s' own vehicle.

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- 18. The said Building shall always be known as 'AMANN SPRING WING A & B' and this will not be changed any time without prior written consent of the Promoters.
- 19. Unless and until the entire Buildings is/are completed and Promoters have consumed entire F.S.I. available on the said Property as mentioned above and Flat Purchaser/s have carried out all obligations under these presents the Promoters shall not be liable to nor bound nor called upon or required by the purchasers to form any Co-operative Society or body corporate as the case may be and the Flat Purchaser/s agrees and consents not to raise any demand and dispute or objection in that regard.
- 20. The Flat Purchaser/s along with other purchasers of flats in the said Building shall join in forming and registering the Society and such Society shall bear the name of Building known as 'AMANN SPRING WING A & B' Co-operative Housing Society Ltd., and this will not be changed without prior written consent of the Promoters. The Flat Purchaser/s agrees that for the purpose of forming and registering the Society he/she/they/it shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary and do all acts, deeds, things and matters for the information and the registration of the Society and for becoming a member including bye-laws of the proposed Society and duly fill and sign and return the same to the Promoters within four days of the same being forwarded by the Promoters to the Flat Purchaser/s so as to enable the Promoters to register the Society of the Flat Purchaser/s under Section 10 of M.O.F.A. No objection shall be taken by the Flat Purchaser/s if any changes or modification are made in the draft bye-laws as may be required by Registrar of Co-operative Societies or any other Competent Authority.
- 21. The Co-operative Society to be formed shall ensure that the provisions of this Agreement and other agreements entered or to be entered into by the Promoters with other flat purchasers in the said Building known as 'AMANN SPRING WING A & B' are carried into effect fully by it by passing appropriate resolution for that purpose, and shall also ratify and adopt the same. Upon formation of such Society, the Society shall be liable besides the Flat Purchaser/s and other purchasers of different flats, for any lien or claim or demand which the Promoters may have in respect of the said Flat hereby agreed to be purchased the other flats in the building known as 'AMANN SPRING WING A & B'. The Flat Purchaser/s hereby agrees and binds himself/herself/themselves/itself to do and execute all acts, matters, things, deeds and documents which the Promoters may require to be executed to enforce the obligations envisaged in this clause against the Co-operative Society. The failure on the act of the Flat Purchaser/s to observe and perform this clause when called upon to do so by the Promoters shall entitle the Promoters to rescind this Agreement and the consequences of rescission herein provided shall follow.
- 22. On the vesting of the management and administration of the said Building 'AMANN SPRING WING A & B' in the Society or upon the Flat Purchaser/s of the flats in the Building known as 'AMANN SPRING WING A & B' being admitted as members of the Society, or the said as the case may be shall take over complete responsibility of the management of the said Property and the said Buildings 'AMANN SPRING WING A & B' and the Society shall be solely

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- 23. responsible for collections of dues from its members and for the disbursements of such collections in relation to the said Property and the said Buildings 'AMANN SPRING WING A & B' including payment for ground rent, Municipal Taxes, salaries of the employees charges with the duties for the maintenance of the said Portion and to the security of the Buildings 'AMANN SPRING WING A & B' to the intent that the said Portion and the said Buildings 'AMANN SPRING WING A & B' and the said Property shall be kept free from all encroachments, claims attachments and sales or other legal encumbrances charges and liens irrespective of the fact whether the transfer of the said Property and the said Buildings 'AMANN SPRING WING A & B' takes place or not in favour of the Co-operative Society, whether or not the Flat Purchaser/s and the other purchasers of the other flats are made members of the Society and irrespective of the fact whether the Co-operative Society failed to perform its obligations mentioned herein above the Promoters in any event shall stand absolved of their responsibility of managing the said Buildings 'AMANN SPRING WING A & B' receiving and paying the outgoings including the ground rent, Municipal Taxes and other incidental charges connected with the maintenance and security of the said Buildings 'AMANN SPRING WING A & B'. The Flat Purchaser/s hereby agrees to indemnify the Promoters in that behalf. The Flat Purchaser/s shall ensure that such obligations as aforesaid are undertaken and performed by the Co-operative Society, being his/her/their/its successor in interest and failure or lapse on the part of the Flat Purchaser/s in so doing shall entitle the Promoters to rescind this Agreement and the consequences of rescission herein provided shall follow. Without prejudice to what is stated hereinabove, in the event of any breach being committed by the Flat Purchaser/s and/or the Co-operative Society of this clause, the Promoters shall be entitled to forebear from getting the conveyance of the said Property and the said Buildings 'AMANN SPRING WING A & B' in favour of the Co-operative Society notwithstanding their other rights and remedies. Notwithstanding anything contained or suggested to the contrary in this clause, the liability of the Flat Purchaser/s already incurred by him/her/them/it qua the Promoters prior to the vesting of the said Property and the said Building 'AMANN SPRING WING A & B' in possession, management and control in the Co-operative Society shall not cease and the Flat Purchaser/s shall be bound to perform fully all obligations which may have been incurred by him/her/them/it qua the Promoters.

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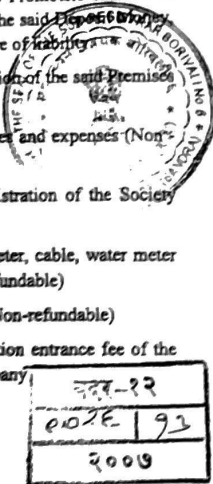
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share of all other outgoings in respect of the said Flat or Buildings and the layout or complex including other taxes, insurance, common lights, sanitation, additions and alterations, paintings, colour washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipality, salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers etc., and (d) all other expenses necessary and incidental to the said Entire Building and the said Portion including the said Management and Maintenances. Until the Society is formed and the said Property and Building transferred to the Society or Societies as provided herein the Flat Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Flat Purchaser/s shall within seven days of posting intimation about the Flat being ready for occupation as aforesaid, deposit and keep deposited with the Promoters a sum of Rs. 29,472/- (Rupees TWENTY NINE THOUSAND, FOUR HUNDRED & SEVENTY TWO ONLY) only) without interest as security deposit for payment by the Flat Purchaser/s his/her/their/its share of aforesaid outgoings and payments. The Flat Purchaser/s hereby further un-equivocally agrees with the Promoters that until the Flat Purchaser/s' share is determined, the Flat Purchaser/s shall from the date of the expiry of the said Period of Deposit, regularly pay to the Promoters on the 5th day of every month provisional monthly contribution of Rs. 2456/- (Rupees TWO THOUSAND FOUR HUNDRED & FIFTY SIX ONLY) only) towards and on account of the Flat Purchaser/s' share of the aforesaid outgoings and such payments shall be made every month in advance to the Promoters. The Promoters shall be at liberty without being bound to do so to appropriate from the said Deposits if any, the due by the Flat Purchaser/s for its aforesaid share of liability.

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24. The Flat Purchaser/s shall on or before delivery of possession of the said Premises pay to the Promoters the following amounts:-
- i) Rs. 15000/- being agreed legal charges and expenses (Non-Refundable)
 - ii) Rs. 10,000/- for information and registration of the Society (Non-refundable)
 - iii) Rs. 15000/- for deposit of electric meter, cable, water meter sub-station etc., (Non-refundable)
 - iv) Rs. 24,560/- for betterment charges (Non-refundable)
 - v) Rs. 350/- for share money application entrance fee of the Society or Limited Company
 - vi) Rs. 29,472/- Maintenance deposit
- Total 94,382/-

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25. The Promoters shall utilise the sum of Rs. 64,560/- paid by the Flat Purchaser/s to the Promoters towards meeting legal costs, charges and expense, including professional costs of the Advocates of the Promoters in connection with

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the formation of the said Society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement. However, if there is any short fall the same shall be made good by the Flat Purchaser/s.

- 26. The Promoters on behalf of the Flat Purchaser/s shall pay all costs for preparation of all other documents, costs of lawyers for transfer of the said Property to the said Co-operative Society, such costs of transfer shall be borne and paid wholly by the Flat Purchaser/s and other acquirers of flats/tenements in equal shares but exclusive of all out of pocket expenses like stamp duty, registration charges etc., which also will be borne and paid wholly by the Flat Purchaser/s and other acquirers of flat, shops, parking space, etc. However, if the costs, charges and expenses exceed the aforesaid amount the same would be made good by the Flat Purchaser/s.
- 27. At the time of taking possession of the Flat, the Flat Purchaser/s shall also pay to the Promoters the Flat Purchaser/s' share of stamp duty and registration charges payable, if any, by the said Society on the conveyance and other documents in respect of the said Portion and the Building 'AMANN SPRING WING A & B' executed in favour of the Society.
- 28. The Promoters shall have a first lien and charge on the said Premises agreed to be acquired by the Flat Purchaser/s in respect of any amount payable by the Flat Purchaser/s to the Promoters under the terms and conditions of this Agreement.
- 29. In the event of any portion of the said Property being notified for set back, D.P. Road, the Promoters alone shall be entitled to receive the compensation for such other benefit that may be given by the authorities concerned for the set back. In the event any area of the said property agreed to be developed by the Promoters, portion of which is under reservation, is wholly or partially released from such reservation or if such reservation is shifted to any other area, the Promoter will be fully entitled to develop the said area released or made available on shifting of such reservation or otherwise and also be entitled to utilize and consume the F.S.I in respect thereof on the said property or any other property/properties and the Flat Purchaser/s will not object to or obstruct the same in any manner whatsoever.
- 30. Hereinafter, if any charges are levied by or payment required to be made to any Government Authorities or Local Bodies either on the portion of the said Property or otherwise the Flat Purchaser/s on being called upon to do so by the Promoters, shall pay to the Promoters his/her/their/its share thereof at or before or after taking possession of the said Flat as may be required or demanded by the Promoters.
- 31. Flat Purchaser/s shall have no claim or right to any part of the said Buildings other than the said Premises agreed to be taken by him/her/them/it. All open spaces, lobbies, staircase, remain the property of the Promoters until the whole property is assigned and transferred to the Co-operative Society as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoters as herein provided.
- 32. The Flat Purchaser/s hereby agree/s that in the event of any amount by way of premium to the Corporation or to the State Government or betterment charges or development charges or assessment tax or other tax or payment of a similar nature becoming payable by the Promoters and the stamp duty and registration charges,

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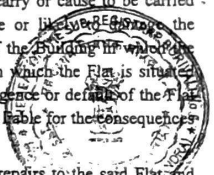
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if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters, the same shall be borne and paid by the Flat Purchaser/s in proportion to the area of the said Premises agreed to be purchased by the Flat Purchaser/s and in determining such amount the decision of the Promoters shall be final, conclusive and binding upon the Flat Purchaser/s.

33. The Flat Purchaser/s himself/herself/themselves/itself with an intention to bring all persons into whomsoever hand the Flat may come, doth hereby covenant with the Promoters as follows:-

- a. To maintain the Flat at Flat Purchaser/s' own cost in good tenable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the Flat and the Buildings in which the Flat is situate, its staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local or any other authority or change/alter or make addition in or to the Building in which the Flat is situated and the Flat itself or any part thereof.
- b. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or ~~be damaged~~ the staircase, common passages or any other structure of the Building in which the Flat is situated including entrances of the Building in which the Flat is situated and in case any damage is caused on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach.
- c. To carry out at his/her/their/its own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Flat Purchaser/s and shall not do or suffer to be done any thing in or to the Building in which the Flat is situated or the Flat which may be governed under the Rules and Regulation and bye-laws of such Housing Society, the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provision the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned person or local authority.
- d. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Flat is situated and to keep the portion, sewers, drains, pipes in the Flat and appurtenances thereof in good tenable condition, and in particular so as to support shelter and protect the other part of the Building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams walls, slabs, or R.C.C. pardis or other structural members in the Flat without prior written permission of the Promoters and/or the Society.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the Building in which the Flat is situated or



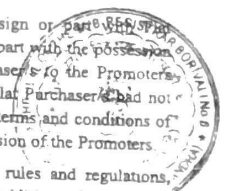
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any part thereof or whereby by any increased premium shall become payable in respect of the insurance, if any.

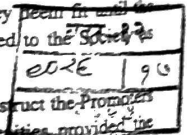
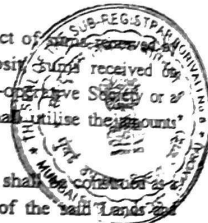
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the land/properties and the Building in which the Flat is situated.
- g. Not to keep anything in the common passage, staircase, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc., in passage or inner or outer wall of the Building. The Promoters/Society shall throw away such things without any notice if any thing is found in breach of this provision.
- h. Pay to the Promoters regularly such security deposits as may be demanded by concerned local authority or Government authority for giving water, electricity, sewer clearance, or any other service connection to the Building in which the Flat is situated.
- i. To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or public authority including on account of change of user of the Flat by the Flat Purchaser/s viz. user for any purposes other than residential purpose.
- j. The Flat Purchaser/s shall not let, sub-let, transfer, assign or ~~part with the possession~~ of the Flat until all the dues payable by the Flat Purchaser/s to the Promoters under this Agreement are fully paid up and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoters.
- k. The Flat Purchaser/s shall observe and perform all the rules and regulations, which the Society may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Buildings and the flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and the use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this Agreement.
- l. Till a Conveyance/Deed of lease/Sub-lease of Building in which Flat/Shop/ Parking Space is situated is executed the Flat Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and Building or any part thereof to view and examine the state and conditions thereof.
- m. The Flat Purchaser/s shall not close verandah or balconies without the sanction and permission of the Promoters and the authorities concerned nor shall make any alteration or changes in the elevation and outside colour scheme of the said Flat/Building.



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- 34. The Flat Purchaser/s agrees to sign and deliver to the Promoters before and after taking possession of the Flat all writings, papers, documents, applications, etc., as may be necessary or required by the Promoters to put the intention of the parties as reflected herein into complete effect.
- 35. It is agreed that within four months after completion of the entire project in all respects including completion of the additional building/structure/floors which may be constructed in view of floating F.S.I. and after full payments shall have been received by the Promoters from all the purchasers under their respective agreements for sale, the Promoters shall cause to be transferred to the Society or societies or Apex Society/Limited Company all the rights, title and the interest of the Original Owner/Promoters in respect of the said Property together with the Building by obtaining or executing the necessary Indenture of Lease/s and/or assignment/s and/or sub-lease (or to the extent as may be permitted by the authorities) and the said Building in favour of such Society or Limited Company, as the case may be and such lease/assignment shall be in keeping with the terms and provisions of this Agreement.
- 36. It is specifically agreed by and between the parties that at the time of execution of Deed of Conveyance/Lease in favour of the Society or body corporate as the case may be, if any F.S.I. is balance to be consumed on any portion of the said Property, the Promoters shall be entitled to float the said F.S.I. elsewhere and to any other property and/or otherwise utilise the same as may permitted by the Municipal Corporation of Greater Mumbai.
- 37. The Promoters shall maintain a separate account in respect of the amount received by the Promoters from the purchasers as advance or deposit sum received by the account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, legal charges and shall utilise the amounts only for purposes for which they have been received.
- 38. Nothing contained in this Agreement is intended to be nor shall it be construed to grant, demise or assignment in law of the said Flat or of the said Lands and Building or any part thereof in favour of the Flat Purchaser/s and/or other purchasers of flats in the said Building or other building/s. The Flat Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them/it and the entire property including all open spaces, parking spaces, lobbies, staircase, recreation spaces, walls, compound wall, lifts, terraces including the right over walls hoarding rights etc., will remain the property of the Promoters and/or the said Firm and Company who shall be entitled to sell, transfer deal with or dispose off the same in any manner they deem fit and the Entire Property including portion and Building/s is transferred to the Society/s herein mentioned.
- 39. During the course of construction, the Flat Purchaser/s may instruct the Promoters to make any addition or alteration including any extra amenities provided the same does not involve any structural changes and is permitted by the Municipal Corporation of Greater Mumbai and for such additional alteration or extra amenities extra cost is paid in advance by the Flat Purchaser/s to the Promoters upon the Promoters agreeing to provide the same. The Promoters shall be at

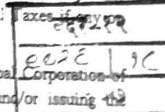
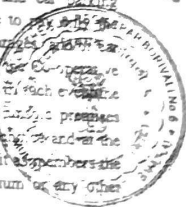


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- liberty to refuse to provide such or any extra amenities and/or addition and/or alteration without assigning any reason and in their absolute discretion.
- 40. Irrespective of the dispute, if any, that may have arisen between the Promoters and the Flat Purchaser/s and/or the said Co-operative Society, all amounts, contributions and deposits including amounts payable by the Flat Purchaser/s to the Promoters under this Agreement shall always be paid punctually by the Flat Purchaser/s to the Promoters and shall not be withheld by the Flat Purchaser/s for any reasons whatsoever.
- 41. In the event of the Society being formed and registered before the sale and disposal by the Promoters of all the flats, stilt, and other spaces, garages, gardens, terraces, compounds and car parking spaces in the said Building and in the compound, the power, and authority of the Society so formed of the flat holders and the purchasers of flat and other spaces and car parking spaces, shall be subject to the over all authority and control of the Promoters in respect of any of the matters concerned the said Entire Property Layout, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold flats, garages, basement, stilt, terraces, compounds, other spaces, and car parking spaces and the disposal thereof. The Promoters shall be liable to pay the Municipal taxes at actual rate in respect of the unsold flats, garages, basements, parking spaces. In case, the conveyance is executed in favour of the Co-operative Society before the disposal by the Promoters of all the flats then each of the Promoters shall join in Promoters/members in respect of such premises and as and when such premises are sold to the persons of the discretion of the Promoters, the Co-operative Society shall admit the purchasers of such premises/flats without charging any premium or any other extra payment.
- 42. The Flat Purchaser/s by himself/herself/themselves/itself or along with the other purchasers of the flats in the said Buildings shall not be entitled to require Promoters to contribute any amount towards maintenance charges or out goings in respect of the flat/unit which have remained unsold by the Promoters at any time. The Promoters will also be entitled to the refund of Municipal taxes if any on account of vacancy of any flats/units in the proposed Buildings.
- 43. The deposits that may be demanded by or paid to the Municipal Corporation of Greater Mumbai for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or building completion certificate and/or giving water connection to the said Building and the electric meter deposits to be paid to B.S.E.S. Ltd. or Reliance Energy Ltd., shall be payable by all the flat holders of the said Building in proportion to the respective costs of their flats/shops/units etc. The Flat Purchaser/s agrees to pay the Promoters such proportionate share of the Flat Purchaser/s of such deposits at the time of taking possession or within seven days of demand, whichever is earlier.
- 44. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of



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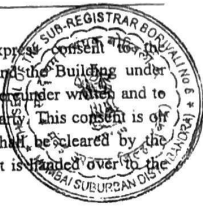
any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

45. The Flat Purchaser/s shall present this Agreement as well as the conveyance at the proper Registration Office for the registration within the time limit prescribed under the Registration Act without fail and the Promoters will attend such office and admit execution thereof provided the Promoters are informed well in advance about the same. In case of default, the Flat Purchaser/s shall only remain liable to penalty and/or punishment for his/her/their/its negligence.

46. All notices to be served on the Flat Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser/s, at his/her/their/its address specified below:-

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R-NO 11, ARUNODAYA CO-OP HSG SOCIETY LTD,
SECTOR 3, PLOT-350, CHARKOP, KANDIVALI (W)
MUMBAI - 400067



47. The Flat Purchaser/s hereby given his/her/their/its express consent to the Promoters to raise any loan against the said Property and the Building under construction more particularly described in the schedule hereunder written and to mortgage the same with any bank or banks or any other party. This consent is of the express understanding that any such loan/liability shall be cleared by the Promoters before the possession of the said Premises/Flat is handed over to the Flat Purchaser/s.

48. After possession of the said Flat is handed over to the Flat Purchaser/s if any additions or alterations in or about or relating to the said Buildings and/or flat are required to be carried out by any statutory authority, the same shall be carried out by the Flat Purchaser/s and the other acquirers of the flats in the said Buildings at their own costs, expenses, risks and responsibilities and Promoters will not in any manner be responsible for the same.

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49. The Promoters shall be at liberty to sell, assign or otherwise deal with or dispose off their rights, title or interests in the said Property or in the said Building to be constructed by Promoters but the same shall not affect the Flat Purchaser/s.

50. It is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to any one of their choice, the terrace above the top floor of the said Building subject to the necessary means of access to be permitted for such purposes so as to reach the water tanks and lift room/s of the building and subject to the provisions hereof. The Purchasers of such terrace/s shall be entitled to make use the same for all purposes whatsoever, as permissible by law. However, such purchasers shall not be entitled to enclose or cover the said Terrace without the written permission of the Promoters and/or the said Society as the case may be and/or the Mumbai Municipal Corporation.

51. The Flat Purchaser/s agrees and confirms that in addition to the above Promoters shall also be entitled to utilise any portion of the said Property including terrace of

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the proposed building for the purpose of putting any hoarding and/or cable net work station and/or Cellular Phone Receptors or Station or such other use as may be desired by the Promoters and such hoarding may be of such nature, type or mode as may be decided and desired by the Promoters without any consent or permission of the Flat Purchaser/s. However in the event, any Municipal taxes and/or cesses or other amounts are payable to any local authorities including M.C.G.M. in respect of the said Hoarding or installation of network stations as aforesaid, the same shall be borne and paid by the Promoters alone. The Promoters shall also be entitled to assign and sell the said Rights in respect of the said User as envisaged in this clause to any person/s and for such consideration and on such and terms and conditions as may be decided by the Promoters without in any way being accountable to the Flat Purchaser/s herein. The Flat Purchaser/s shall not be entitled to demand any reduction in price of the said Flat or object to the Promoters using the said Property in the manner aforesaid on any ground whatsoever. For the purpose of the above, the Promoters, their nominees, agents, servants shall also be entitled to enter upon the said Property for the purpose of putting up such hoarding/s and network station etc. as well as for operating and maintaining the same from time to time.

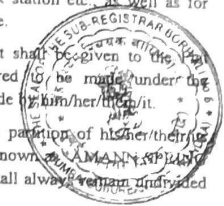
52. Under no circumstances, the possession of the flat shall be given to the Purchaser/s unless and until all payments required to be made under the Agreement by the Flat Purchaser/s has/have been made by him/her/their/its.

53. The Flat Purchaser/s shall not be entitled to claim partition of his/her/their share in the said Property and/or the said Building known as 'MUMBAI SUBURBAN WING A & B' and/or the said Flat and the same shall always remain undivided and impartible.

54. The Transfer Deed and all documents shall be prepared by advocates of the Promoters and shall contain covenants and conditions therein as the Promoters may deem fit and proper and other clauses which they think necessary and desirable.

55. The Flat Purchaser/s shall sign all papers and documents and do all other things that the Promoters may require him/her/their/it to do from time to time in this behalf including for safeguarding the interests of the Promoters and holders of other shops/offices/garages/parking spaces/hoarding space etc., in the building on the said Property.

56. All costs, charges and expenses in connection with the formation of the Co-operative Society as well as the costs, charges and expenses of preparing, engrossing, stamping and registering this and all other Agreements, Covenants, deeds including Deed of Conveyance/Assignment or any other documents required to be executed by the Promoters and/or the Flat Purchaser/s and out of pocket expenses and all costs charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or Solicitors for the Promoters including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements or by the Society proportionately including the Flat Purchaser/s. The Promoters shall not contribute anything towards such expenses. The proportionate share of the costs, charges, and



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expenses payable by the Flat Purchaser/s shall be paid by the Flat Purchaser/s immediately on demand.

- 57. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in the front of or adjacent to the terrace flats in the said Building, if any, shall belong exclusively to the Promoters unless sold by the Promoters to the respective purchasers of the terrace flat and in the event of sale thereof such terrace spaces shall be intended to and shall be for the exclusive use of the respective terrace Flat Purchaser/s. The said Terrace shall not be enclosed by the Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoters the Society or as the case may be.
- 58. This Agreement shall always be subject to the provision of The Maharashtra Ownership Flats Act, 1963 and the rules made thereunder.
- 59. The Flat Purchaser/s hereby agree to pay 2% brokerage to the brokers, Commission Agents or any other persons if the premises in the said Buildings are sold through them.

THE FIRST SCHEDULE ABOVE REFERRED TO

Firstly:

ALL THAT piece or parcel of land or ground with existing structures standing thereon bearing Survey No.34, Hissa No.9, corresponding to C.T.S. No. 819 (part) of Village Kandivli, Taluka-Borivli, admeasuring 32 gunthas, equivalent to 516.98 sq. mtrs. thereabouts in the Registration and Sub-Registration of Mumbai City & Mumbai Suburban.

Secondly:

ALL THAT piece or parcel of land or ground bearing Survey No. 34, Hissa No. 9, C.T.S. No. 819 (part) of Village Kandivli, Taluka-Borivli, Mumbai Suburban District, admeasuring _____ sq.yards., equivalent to 555 sq. mtrs. or thereabouts

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. B/302 on THIRD floor, admeasuring 614 [CARP] sq.ft. in the building known as 'AMANN SPRING WING A & B' on the above mentioned property.

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

SIGNED SEALED AND DELIVERED)
 the withinnamed 'PROMOTERS')
 M/s. Reliance Construction Co.,)
 through its sole proprietor)
 MOHD. RAIEES Y. BELIM)
 in the presence of)
 _____)
 _____)

For Belim

SIGNED SEALED AND DELIVERED)
 the withinnamed 'FLAT PURCHASER/S')
 MR. RAMESH KOKIL GUPTA)
 MRS. BABY RAMESH GUPTA)
 in the presence of)
 _____)
 _____)

Baby Gupta



RECEIVED the day and year first)
 hereinabove written of and from the)
 withinnamed Flat Purchaser/s a sum of)
 Rs. 6,50,000/- (Rupees SIX LACS)
 FIFTY THOUSAND ONLY only)
 being the amount of earnest money to be)
 paid by them to us by cash/cheque No.)
 137734 & 404563 on HDFC BANK LTD)
 _____)
 dated 22/4/2006)
 11/5/2006)
 respectively.)
 (Subject to realisation of cheque)

वदर-१२
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Rs. 6,50,000/-

WE SAY RECEIVED
 For M/s. Reliance Construction Co.,
For Belim
 (PROMOTERS)

(78)

Annexure 'A'
Title Certificate

JHANGIANI, NARULA & ASSOCIATES

Advocate, Bombay High Court
G. H. JHANGIANI • D. C. JHANGIANI • R. N. NARULA • C. B. NAGARSEKAR • A. N. NARULA • RUBIA TANJEJA

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Re: All that piece and parcel of land bearing Survey No. 34, Hissa No. 9, corresponding to CTS No. 860 admeasuring 32 gunthas (3167.90 sq. mtrs. approx.), **AND** property bearing CTS No.819(part), admeasuring 555 sq. mtrs. approx. and both situate, lying and being at Village Kandivli, Taluka-Borivali, in the registration district and sub-district of Mumbai Suburban District (hereinafter collectively referred to as 'the said property').

1] Pursuant to the instructions of our clients M/s. Reliance Construction Co., a proprietary concern of Mohd. Raees Yasin Bellur having their office at 'Amman Group', Juhu Azad Nagar C.H.S., 1st floor, C.D. Burfiwala Road, Opp. New India Colony, Andheri(W), Mumbai-400 058, we have investigated the title in respect of the said property and our findings based on such investigation & the documents furnished to us are as under-

First Property:

- a) Originally one MR. NICHOLAS C. MIRANDA was the owner and/or otherwise well and sufficiently entitled to and as such was absolutely seized and possessed of a land bearing Survey No. 34, Hissa No. 9 corresponding to CTS No.860 admeasuring 32 gunthas, of Village Kandivli, Taluka Borivli, in the Mumbai Suburban District, (hereinafter referred to as the 'first property' for the sake of brevity).
- b) The said MR. NICHOLAS C. MIRANDA died intestate at Mumbai on or about 16th march 1941 leaving behind him his widow MRS. LOUISA HELLEN MIRANDA and 3 sons namely (1) MR. GERMAN FRANK MIRANDA, (2) MR. HUBERT BENIFACIE MIRANDA, and (3) MR. MAURICE BLAZE MIRANDA and 2 daughters namely STELLA

(79)

JHANGIANI, NARULA & ASSOCIATES

Advocate, Bombay High Court
G. H. JHANGIANI • D. C. JHANGIANI • R. N. NARULA • C. B. NAGARSEKAR • A. N. NARULA • RUBIA TANJEJA

MIRANDA and SYBIL MIRANDA as the only heirs and legal representatives to succeed to the estate left behind him inter alia the first property.

- c) By and under 2 separate Deeds of Release namely Deed of Release dated 28th April 1945 and Deed of Release dated 26th April 1955, the said 2 daughters STELLA MIRANDA and SYBIL MIRANDA did for the consideration therein mentioned respectively release all their right, title and interest in the properties left behind by the said MR. NICHOLAS MIRANDA inter alia the first property in favour of the said MRS. LOUISA HELLEN MIRANDA and 3 sons as mentioned above. The said deeds of release are duly registered with the office of Sub-Registrar of Assurances at Bassein.
- d) By and under an Indenture dated 3rd March 1959, duly registered with the Office of Sub-Registrar at Bandra, the said 2 brothers namely MR. GERMAN FRANK MIRANDA, and MR. HUBERT BENIFACIE MIRANDA & the said MRS. LOUISA released all their right, title and interest and as such granted, conveyed and assigned inter-alia the first property unto and in favour of MR. MAURICE MIRANDA in consideration of the said MAURICE having released his rights in respect of other properties mentioned in the said Indenture to and in favour of his mother & the said 2 brothers.
- e) In pursuance of the abovementioned documents, the said Maurice Miranda became the sole and absolute owner of the first property.
- f) In pursuance of the agreement entered into between the said Maurice Blasé Miranda and his wife and son, the said Maurice Blasé Miranda and two others by and under a registered Deed of Conveyance dt. 5th August 2005, sold and conveyed the first property to and in favour of the Promoters herein.

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JHANGIANI, NARULA & ASSOCIATES

Advocate, Bombay High Court
G. H. JHANGIANI • D. G. JHANGIANI • K. N. NARULA • G. B. NAGARSEKAR • A. N. NARULA • RUBIA TANEJA

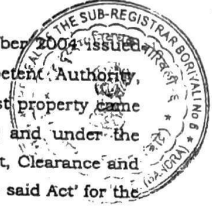
Second property:

The second property is a portion, admeasuring 555 sq. mtrs. Of a big property bearing CTS No. 819(part) belonging to Mumbai Municipality Industrial Estate.

Generally:

2] The first and second property shall hereinafter be collectively referred to as "the said property" for the sake of brevity.

3] By and under a notification dt. 7th September 2004 issued by the Additional Collector (Enc & Rem) and Competent Authority, Mumbai Suburban District (Western Suburban) the first property came to be declared as a 'slum area' within the meaning and under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as 'the said Act' for the sake of brevity). The second property being a government property as mentioned above is a censused slum within the meaning and under the provisions of the said Act.



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4] There were approximately 208 slum dwellers settled on the said property and the said slum dwellers proposed to form a slum society namely Shiv Shankar Co-operative Housing Society (Proposed).

5] By and under Agreement dt. 20.9.2002 the said society granted development rights in respect of the said property to and in favour of our clients and also executed an Irreparable Power of Attorney in favour of our clients in pursuance of the said agreement. In pursuance of the same & as required under the Slum Rehabilitation Scheme propounded under the provisions of the said Act, more than 70% of the eligible slum dwellers of the said property granted their consent for development of the said property to our clients as required under the Slum Rehabilitation Scheme propounded by Government of Maharashtra under the said Act.

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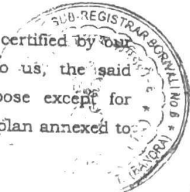
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JHANGIANI, NARULA & ASSOCIATES

Advocate, Bombay High Court
G. H. JHANGIANI • D. G. JHANGIANI • K. N. NARULA • G. B. NAGARSEKAR • A. N. NARULA • RUBIA TANEJA

6] By and under a Letter or Intent dt. 27th April 2005, the Slum Rehabilitation Authority principally approved scheme of development and the grant of 2.866 FSI in accordance with the Development Control Regulation No. 33(10) and Appendix-IV of the amended DC Regulations out of which the Slum Rehabilitation Authority permitted the consumption of maximum FSI of 2.5 on the said property subject to the terms and conditions mentioned therein.

7] As per the copy of DP Remarks (true copy certified by our clients' Architect, dt. 26th October 2004) furnished to us, the said property is not shown reserved for any public purpose except for proposed DP Roads and their junctions as shown in the plan annexed to the DP Remarks.



8] Our clients under the said scheme are required and as such have proposed to construct separate buildings for the purpose of rehabilitation of eligible slum dwellers and the buildings constructed constituting Free Sale Component as envisaged under the Slum Rehabilitation Scheme.

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9] We have also caused necessary searches be taken in the office of Sub-Registrar of Assurances at Bandra, Bombay & Bassein through our search clerk who has submitted his report and confirmed the ownership of our clients in respect of the first property and ownership of Mumbai Municipality Industrial Estate in respect of the second property. The search report does not indicate any encumbrances of any nature in respect of the said property. We have also caused public notices to be issued in daily newspapers having circulation in the city of Mumbai inviting claims from the public at large in respect of the issuance of this title certificate and that in pursuance thereof we have not received any claim from any person/s.

In our opinion, therefore the title of the respective owners in respect of the said property is clear & marketable, free from all encumbrances and reasonable doubts and the State Government under

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Annexure 'C' Intimation of Approval

SLUM REHABILITATION AUTHORITY
6th floor, Orsha Nilman Bhavan, Bandra (E) Mumbai - 400 051.

Intimation of Approval under Sub regulation 2.3 of Appendix - IV
of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbai.

No. SRA/ENG/1579/RS/PL&ML/AP.....

17 MAY 2006

To,

M/s. Reliance Construction Company..

158/1/3, Daulat Nagar, S.V.Road, Borivali (E), Mumbai-400066

With reference to your Notice, letter No. 9512 dated 27.01.2006 and delivered on 27.01.2006 and the plans, Sections, Specifications and Description and further particulars and details of your ^{Sale} building at no.1 on plot bearing C.T.S. No. 840 & 819 (pt) of village Khandivalli, at Shankarpada, Dahanuker Wadi, Kandivalli (W) Mumbai-400067.

furnished to me under your letter, dated _____ 200 I have to inform you that the proposal of construction of the building or work proposed to be erected or executed is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions :

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL

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- A.1) That the Commencement Certificate as/ 44/69 (1) of the MR & TP Act, Shall be obtained before starting the proposed work.
 - A.2) That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per D.C. Regulation No. 38 (27)
 - A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D.C. Regulation 5(3) (ix) shall be submitted by him.
 - A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before C.C.

SRA/ENG/1579/RS/PL&ML/AP.

17 MAY 2006

- 5) That the minimum plinth height shall be 30.00 cm. above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60.00 cm. above the high plinth level.
- 6) That the low lying plot shall be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road.
- 7) That the regular/sanctioned /proposed lines and reservation shall be got demarcated at site through A.E. Survey/ E.E. (T & C)/E.E. (D.P.) of M.C.G.M. /D.I.L.R. before applying for C.C.
- 8) That the drainage layout shall be submitted & got approved and the drainage work shall be executed in accordance with the requirements of the M.C.G.M.
- 9) That the existing structure proposed to be demolished shall be demolished with necessary phase program with agreement of affected slum dweller shall be submitted and got approved before C.C.
- 10) That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect/Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).
- 11) That the requisite premiums/ deposits as per Circular No. 7 vide SRA/1372/dated 25-11-97 etc. shall be paid before C.C.
- 12) That the true copy of the revised sanctioned layout/subdivision/ amalgamation along with the T & C there of shall be submitted before C.C. and compliance thereof shall be done before submission of B.C.C.
- 13) That the conditions of Letter of Intent shall be complied with before C.C.
- 14) That no construction work shall be allowed to start on the site unless labour insurance is taken act for concerned labours to cover the compensation and compliance of same shall be intimated by Architect/Developer.

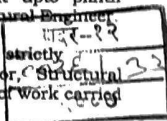
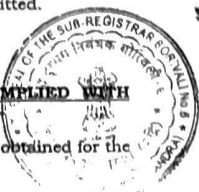
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SRA/ENG/1579/RS/PL&ML/AP.

- 15) That the Reg. u/t and additional copy of plan shall be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate shall be obtained from Asstt. M. C. of M.C.G.M. and that the ownership of the setback land shall be transferred in the name of M.C.G.M. before C.C.
- 16) That the Indemnity bond indemnifying the CEO (S.R.A.) and his staff for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance shall be submitted before C.C./starting the work.
- 17) That the Reg. u/t. in prescribed Proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall be submitted before C.C.
- 18) That N.O.C. from C. F. O. of M.C.G.M. shall be submitted.
- 19) That NOC from P.C.O. R/S Ward shall be submitted.

B. THAT THE FOLLOWING CONDITIONS ARE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE:

- 1) That N.O.C. from Civil Aviation Department shall be obtained for the proposed height of the building.
- 2) That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked from the sub. Engineer (S.R.A.).
- 3) That the stability certificate for work carried out upto plinth level/stilt level shall be submitted from the Lic. Structural Engineer.
- 4) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer and periodical report, stage wise on quality of work carried out shall be submitted by Architect with test result.



C. THAT THE FOLLOWING CONDITIONS IS COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.

- 1) That the some of drains shall be laid internally with C.I. pipes.
- 2) That 59 Nos. of tenements for P.A.P. with carpet area each of sq.ft. As per letter of intent of E.E. (SRA) under reference No. SRA/ENG/986/RS/PL&ML/LOI/27-04-06 shall be handed over

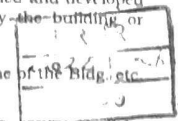
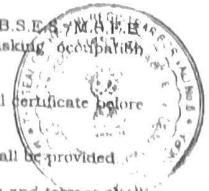
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SRA/ENG/1579/RS/PL&ML/AP.

17 MAY 2006

before asking for occupation/B.C.C. to the last rehabilitation building in the layout.

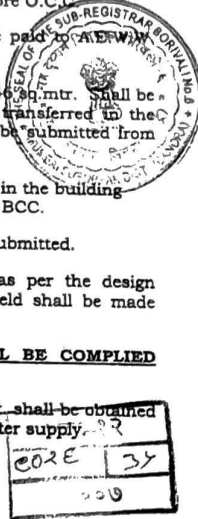
- 3) That the specifications for layout access/D.P. Road/setback land shall be obtained from E.E. (Road construction) & E.E. (SWD) & or access/setback road shall be constructed in W.B.M./before starting the construction work. And the access and setback land shall be developing accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.)/E.E. (SWD) before submitting building completion certificate.
- 4) That the dustbin shall be provided as per requirement of this office.
- 5) That carriage entrance shall be provided before starting the work.
- 6) That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate/B.C.C.
- 7) That the requirements from the M.T.N.L. and B.S.E. shall be obtained and complied with before asking for occupation permission.
- 8) That the Architect shall submit the debris removal certificate before requesting for occupation permission.
- 9) That 10'-0" wide paved pathway up to staircase shall be provided.
- 10) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt upon and shall be levelled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
- 11) That the name plate/board showing Plot No., Name of the Bldg. etc shall be displayed at a prominent place.
- 12) That the completion certificate of E.E.T.C. & E.E. (SWD) shall be obtained & submitted before applying for occupation/B.C.C.
- 13) That the N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
- 14) That the drainage completion Certificate from E.E. (S.P.) (P & D) for provision of septic tank/soak pit shall be submitted.



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SRA/ENG/1579/RS/PL&ML/AP.

- 15) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale/composite building.
 - 16) Specific clearance from Add. Collector (Enc./concerned A.M.O. of M.C.G.M. certifying that all eligible slum dwellers are rehabilitated shall be submitted before asking occupation certificate for sale/composite building.
 - 17) That stability Certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted canvas should be submitted.
 - 18) The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
 - 19) That the single P.R. cards for the amalgamated plot shall be submitted.
 - 20) That layout R.G. shall be developed as per D.C. Regulation, 1991.
 - 21) That the N.O.C. from the A.A. & C. R/S ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
 - 22) That extra water and sewerage charges shall be paid to the R/S Ward of M.C.G.M. before O.C.C.
 - 23) That the D. P. Road/set back admeasuring 155.48 sq.mtr. shall be handed over as per Municipal Specification & transferred to the name of MCGM a certificate to that office shall be submitted from concerned authority.
 - 24) That the list of slum dweller to be accommodated in the building shall be submitted in duplicate before submitting BCC.
 - 25) That completion certificate from C.F.O. shall be submitted.
 - 26) That the provision of Rain Water Harvesting as per the design prepared by the approved consultants in the field shall be made before asking occupation of sale building.
- D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C.**
- 1) That certificate under Section 270A of B.M.C. Act shall be obtained from H.E.'s department regarding adequacy of water supply.



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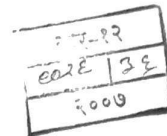
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17 MAY 2008

NOTES:

1. That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component
2. That no occupation permission of any of the sale wing/sale building/sale area shall be considered until occupation Certificate for equivalent Rehabilitation area is granted.
3. That office of CEO (SRA) reserves right to add or amend or delete some of the above mentioned conditions if required, during execution of slum Redevelopment Scheme.

Signature
Executive Engineer,
Slum Rehabilitation Authority



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Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the 16th day of Aug 2006 but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the time in force.

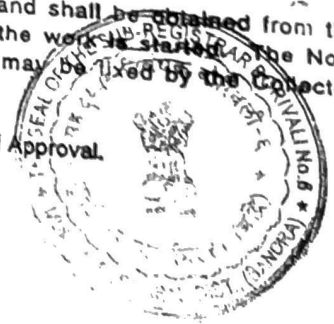
Your attention is drawn to the special instructions and Notes accompanying this Intimation of Approval

M. M. M. M.
1715
Executive Engineer, (S.R.A.)

SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 151 & 152 of M.R & T.P. Act 1965, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.)/ Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate 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 Approval.



7-17-06
2028/36
2-019

(95)

Annexure 'D' Commencement Certificate

SLUM REHABILITATION AUTHORITY
5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1986 (FORM "A")

No. SRA/ENG/1579/RS/PL/ML/AP

COMMENCEMENT CERTIFICATE

30 AUG 2006

To,

M/s. Reliance Construction Co. A. To owner

Juhu Azad Nagar, CHS, C. D. Barfiwala Road, Andheri (W)

Sir,

With reference to your application No. 9513 dated 27/01/2006 for Development Permission and grant of Commencement Certificate under section 44 & 89 of the Maharashtra Regional Town Planning Act, 1986 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1986 to erect a building on plot No. _____ C.T.S. No. 800 & 819 (pt) of village Kandivali T. P. S. No. _____ ward R/S situated at Shankarpada, Bahapurkar Wadi, Kandivali (W)

The Commencement Certificate/Building Permit is granted subject to compliance of provisions mentioned in LOI U/R No. SRA/ENG/986/RS/PL/ML/LOI and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced 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, 1986.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) 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 43 and 45 of the Maharashtra Regional and Town Planning Act, 1986.
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.

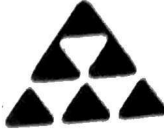
The C.E.O. (SRA) has appointed Shri. A.S. Khade

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

This C.O. is granted for work up to plinth level only for sale bldg. as per approved plan dtd. 17/5/2006

For and on behalf of Local Authority
The Slum Rehabilitation Authority

A.S. Khade
30/8
Executive Engineer (SRA) III
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)



Slum Rehabilitation Authority

5th Floor, Griha Nirman Bhavan,
Bandra (East), Mumbai 400 051. Fax: 022-26590457
Tel.: 022-26590519 / 0405 / 1879 / 0993
E-mail: info@sra.gov.in

No. SRA/Eng/1579/RS/PL&ML/AP

Date :

130 JUL 2007

✓ To,
Mr. Samar Raut (Architect)
M/s. Vision.
-49/2358, 1st Floor,
Bandra Saikrupa CHS Ltd.
Opp. M.I.G. Club, Bandra (East),
Mumbai - 400 051.

Sub : Proposed amendment and Further C.C. to the Sale building
No. 1 in the proposed Slum Rehabilitation Scheme on plot
bearing C.T.S. Nos. 819(pt) & 860 of Village Kandivali at
Kandivali (West), Mumbai, for "Aman Shiv Shankar CHS
(Limited)".

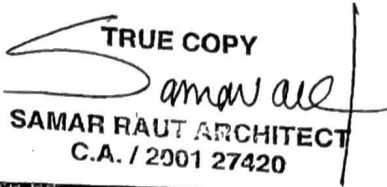
Ref : Your letter dtd. 26.04.2007.

Sir,

There is no objection to carry out the work as per amended plans
submitted by you vide your letter under reference subject to the following
conditions :

1. That conditions of IOA under No. SRA/ENG/1579/RS/PL&ML/AP
Dtd. 17.05.2006 shall be complied with.
2. That conditions of LOI under No. SRA/ENG/986/RS/PL&ML/AP
Dtd. 27.04.2005 shall be complied with.
3. That revised RCC designs, calculations and certificate from licensed
Structural Engineer shall be submitted.
4. That revised drainage approval shall be obtained.
5. That the C.C. shall be got endorsed for the amended plans approval.
6. That the revised CFO NOC shall be submitted before asking O.C. to the
Sale building.

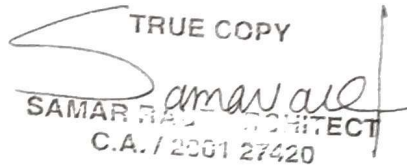
TRUE COPY

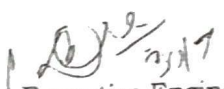

SAMAR RAUT ARCHITECT
C.A. / 2001 27420

7. That the layout shall be submitted and got approved before asking O.C. to the Sale building.
8. That SRA reserves the right to add / amend or delete any of the conditions.

One set of plan is returned herewith in token of approval.

Yours faithfully,

TRUE COPY

Samar Raj ARCHITECT
C.A. / 2001 27420


Executive Engineer - III,
Slum Rehabilitation Authority

SLUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

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

No. SRA/ENG/1579/RS/PL/ML/AP

COMMENCEMENT CERTIFICATE

30 AUG 2006

To,

M/s. Reliance Construction & A. To owner

Juhu Azad Nagar, CHS, C. D., Barfiwala Road, Andheri (W)

Sir,

With reference to your application No. 9513 dated 27/01/2006 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. _____ C.T.S. No. 800 & 819 (pt.) of village Kandivali T. P. S. No. _____ ward R/S situated at Shankarpada, Dahanukar Wadi, Kandivali (W)

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned in LOI U/R No. SRA/ENG/986/RS/PL/ML/LOI dt. 27/4/05 IOA U/R No. SRA/ENG/1579/RS/PL/ML/AP dt. 17/05/06 and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced 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 C.E.O. (SRA) if :-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) 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 43 and 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 C.E.O. (SRA) has appointed Shri. A.S. Khade

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

This C.C. is granted for work up to plinth level only for sale bldg. as per approved plan dtd. 17/5/2006

For and on behalf of Local Authority
The Slum Rehabilitation Authority

AKhade
30/8
Executive Engineer (SRA) III
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

TRUE COPY

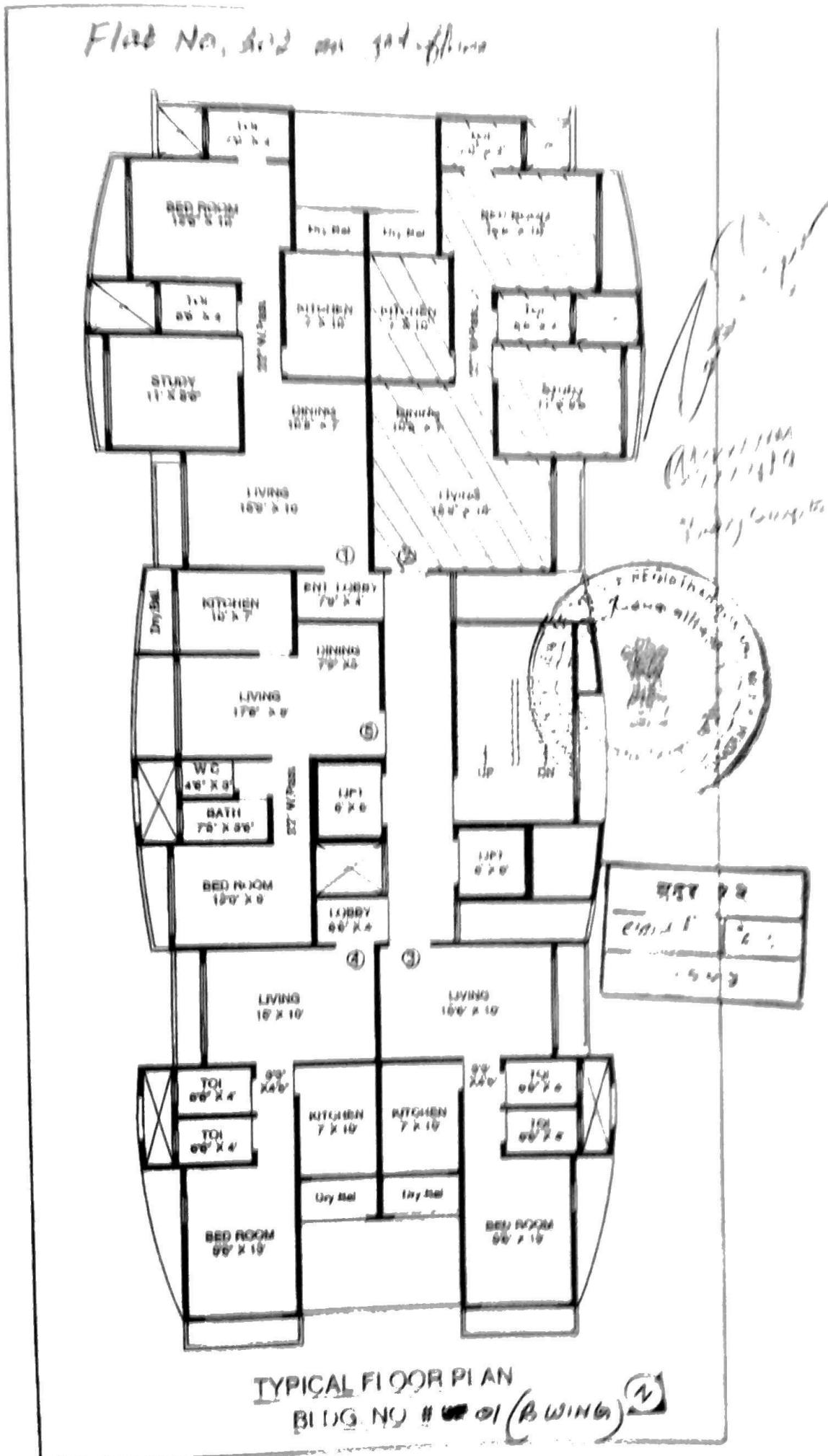
amawall
SANTAR RAUT ARCHITECH.
C.A. / 2001 27420.

30 AUG 2006

Annexure 'F' Floor Plan

(cont)

Flat No. 302 on 3rd floor



TYPICAL FLOOR PLAN
BLDG NO # 01 (B WING) 2

Share Certificate No. 12 Member's Regn. No. 12 No. of shares 10

AMANN SPRING CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under the Maharashtra Co-operative Societies Act.1960.)

ADDRESS : CTS NO. 860 & 819 (Part) SHANKAR PADA NO.1, DAHANUKAR WADI, LINK ROAD, KANDIVALI (W),
MUMBAI - 400 067.

(Regn. No. MUM/SRA/HSG/(TC) / 12442 / 2014 / DT.28/02/14)

SHARE CERTIFICATE

(AUTHORISED SHARE CAPITAL OF RS. 1,00,000/- DIVIDED INTO 2,000 SHARES OF RS. 50/- EACH)

This is to certify that Shri / Smt / M/s Mr. Ramesh Kokil Gupta
Mrs. Baby Ramesh Gupta
is the Registered Holder (s) of 10 fully paid up shares of Rs 50/- (Rs. FIFTY)
each numbered from 111 to 120 both inclusive, in
AMANN SPRING CO-OPERATIVE HSG. SOCIETY LTD. subject to the Bye-laws
of the said society.

Give I under the Common Seal of the said Society on
JUNE this 15th day of 2019



Authorised
M.C. Member

Secretary

Chairman

P.T.O



BILL OF SUPPLY

RESIDENTIAL

२०२३/२३

Electricity 3800
Swami Vivekananda



RAMESH KOKIL GUPTA

302 AMANN SPRING CTS NO-8608B19(PT) OF VLG. NEW LINK RO
AD, KANDIVALI (W) SHANKAR PADA, MUMBAI 400067
Mobile: 98****29
Email: r*****ta@gmail.com
PAN: GST:

BILL DATE: 26-09-2023
TARIFF: LT I (B)
BILL DISTRIBUTION NO: Borivali/Kandivali/07/402/05/005/001

METER STATUS: ACTIVE
CONNECTION DATE: 20-06-2014
BILLING STATUS: Regular
CURRENT MONTH: 07
CONSUMPTION: 201
PREVIOUS MONTH: 193
CURRENT MONTH BILL: ₹1966.06
PREVIOUS MONTH BILL: ₹0.88



CA NO: 151984091

₹1960.00

Due Date: 17-10-2023

Bill Month: September 2023
Units Consumed: 201
Current Month Bill: ₹1966.06
Previous Units: 193
Previous Month Bill: ₹0.88

- Round sum payable by discount date: 03-10-2023 Amt: ₹1960.00 Discount: ₹16.66
- Round sum payable after due date: 17-10-2023 Amt: ₹1980.00 GST: ₹24.58

The due date refers to only current bill amount, previous balance is payable immediately

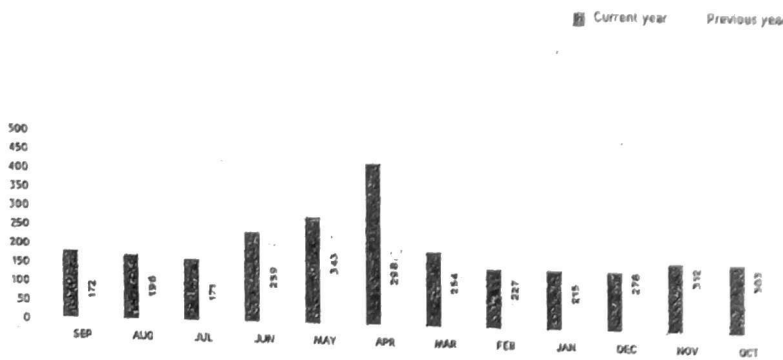
Scan code to pay your bill via (Use any UPI app)



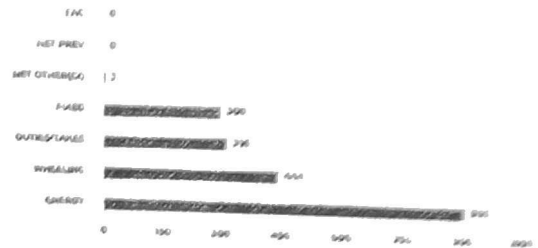
Nearest Collection Centre (Cash/Cheque)

Adani Electricity, Swami Vivekananda road, Kandivali west, Mumbai 400067

CONSUMPTION TREND



MAJOR BILL COMPONENTS (Rounded Off) / ₹



METER DETAILS

Meter Number	Present Reading	Previous Reading	Multiplying Factor	Consumption Units(kWh)
7948015	33302.00	33101.00	1	201

Total Consumption: 201

HELP CENTER

- 19122 Toll Free No (24x7)
- www.adanielectricity.com
- helpdesk.mumbaielectricity@adani.com
- Adani Electricity, Swami Vivekananda road, Kandivali west, Mumbai-400067
- For power interruption complaint or restoration status: SMS POWER + 5 digit account no. to 9265570150. From mobile no. Whatsapp POWER + 5 digit account no. to 9265570150 from any mobile number.
- Give us missed call on 1800 932 9998 from your registered mobile no.
- For Portal Related Complaint call us 19122
- For internal complaint redressal system (ICRS) visit our website: www.adanielectricity.com

IMPORTANT MESSAGE

- Please note that all important communication related to your account are being sent on 98****29 registered with us. In case of any change, do inform us immediately to avoid any inconvenience and enjoy our uninterrupted services
- Tentative meter reading date for your OCT-23 bill is 23/10/2023

17.10.2023 paid By Union Bank G pay

This bill is printed on recycled paper.

amazon pay
Bill payments
ka smarter way
Pay bills earn rewards

AMANN SPRING CO-OP HOUSING SOCIETY LTD
 SHANKARPADA NO.1, LINK ROAD, DAHANUKARWADI,
 KANDIVALI WEST, MUMBAI 400 067.
 REG.NO.: MUM/SRA/HSG/(TC)/12442/2014 DATED 28/02/2014

Name : MR. RAMESH GUPTA
 Flat No. : 0302
 Bill for the Month of October 2023

Bill No. : 2916
 Bill Date : 01/10/2023
 Due Date : 25/10/2023

Sr.No.	Particulars	Amount
1	Security Charges (income)	318.00
2	Electricity Charges (income)	682.00
3	Maintenance Charges (income)	341.00
4	Parking Charge (income)	450.00
5	Repairs Fund (income)	768.00
6	Sinking Fund (income)	256.00
7	Water Charges (income)	398.00
8	Lift Maintenance (income)	193.00
Total		3406.00
Add : Dues 24444.00 + Interest Arrear 642.00		25086.00
Add : Interest on Dues		428.00
Grand Total		28920.00

- 1) Interest on Late Payment is charged @ 21% pa
- 2) IF ANY QUERY KINDLY CONTACT IN SOCIETY OFFICE
- 3) WhatsApp on 7021695575 if payment is made online.
- 4) Saraswat Bank AC 149200104404729 IFSC SRCB0000149
- 5) If your payment is not accounted, please send details
- 6) If any query about this bill please inform to the committee within 7 days of bill date.

For AMANN SPRING CO-OP HOUSING SOCIETY LTD


 AUTHORIZED SIGNATORY

E. & O. E.

SOFTWARE DEVELOPED BY APPSOFT DEVELOPERS. PHONE : 8879 484302



**Saraswat
Bank**

SCB/RASEC/BOR/22-23/
Sec.147

Date:07.10.2022

To,
M/s. Raj Auto Link
Proprietor : Mr. Ramesh Kokil Gupta.

Dear Sirs,

Reg. : Release of the title pertaining to Overdraft Facility (revolving line of credit) under Kwik LAP Scheme A/c. No.ODPUB/197 in your name with our Goregaon Link Road Branch.

As per mail dtd.17.09.2022 received from our Goregaon Link Road Branch, we hereby return you the belowmentioned title deeds pertaining to the belowmentioned property held as security for the Overdraft Facility (revolving line of credit) under Kwik LAP Scheme A/c. No.ODPUB/197 in the name of M/s. Raj Auto Link : proprietor : Mr. Ramesh Kokil Gupta with our Goregaon Link Road Branch as the Overdraft Facility under Kwik LAP Scheme A/c. No.ODPUB/197 is converted into Current Account on 15.09.2022.

Flat No.B/302, on the 3rd Floor, admeasuring about 614 sq ft (carpet area), in the building known as "Amann Spring Wing A & B" situated at S No 34, H No 9, CTS No.860, 819(Pt) of Village Kandivali, Taluka Borivali, Shankarpada No 1, Link Road , Dahanukarwadi, Kandivali (West), Mumbai 400 067.

1. Original registered agreement for sale dtd.06.12.2007 between M/s. Reliance Construction Co. and Mr. Ramesh Kokil Gupta, Mrs. Baby Ramesh Gupta alongwith original registration receipt no.9066 dtd.11.12.2007 of Rs.25,870/-, copy of title clearance certificate dtd.21.01.2006 issued by M/s. Jhangiani, Narula & Associates and copy of commencement certificate dtd.30.08.2009 issued by SRA.
2. Two nos. of cancelled cheques, each of Union Bank of India and Bank of India
3. Original NOI receipt no.3628 dtd.17.11.2017 for Rs.1,300/- issued by Joint S R., Borivali 6
4. HDFC ERGO General Insurance Company Limited Policy No.2111 2019 8222 4800 000 in the name of Mr. Ramesh Kokil Gupta.
5. Charge cancellation letter to Amann Spring Co-operative Housing Society Ltd

Kindly give your acceptance / any query of above documents within 7 days from the date of receipt of these documents, failing which we shall take it that all documents are received and accepted by you.

Thanking you,

For Saraswat Co-Op Bank Ltd.


Dy. Manager/Manager



Saraswat Co-operative Bank Ltd. (Scheduled Bank)

Retail Asset & Small Enterprises Centre-Borivli
Emperor Building, 1st floor, L.T. Road, Babhai Naka, Opp. Municipal School,
Borivali (W), Mumbai- 400 092. Tel. : +91 22 2970 0080
E-mail : rasec-borivali@saraswatbank.com

100+
A century & beyond.



**Saraswat
Bank**

SCB/RASEC/BOR/22-23/
Sec.147

Date: 07.10.2022

To,

The Secretary
Amann Spring Co-operative Housing Society Ltd.

Dear Sir/ Madam,

Sub: Release of charge on the property situated at Flat No.B/302, on the 3rd Floor, admeasuring about 614 sq.ft.(carpet area), in the building known as "Amann Spring Wing A & B" situated at S.No.34, H.No.9, CTS No.860, 819(Pt) of Village Kandivali, Taluka Borivali, Shankarpada No.1, Link Road , Dahanukarwadi, Kandivali (West), Mumbai 400 067.

Ref: Your NOC dtd.24.10.2017.

This is to certify that as per our records the Overdraft Facility under Kwik LAP Scheme A/c. No.ODPUB/197 in the name of M/s. Raj Auto Link : proprietor : Mr. Ramesh Kokil Gupta with our Goregaon Link Road Branch, against the above mentioned property, has been converted into Current Account as on 15.09.2022 and we also certify that there are no dues to Saraswat Co-op Bank Ltd. from them in respect of the mortgage and that Saraswat Co-op Bank Ltd., has no claim, right title or interest in the above property in respect of the aforesaid advance accounts.

Thanking you,

For Saraswat Co-operative Bank Ltd.,


Dy. Manager/Manager



Saraswat Co-operative Bank Ltd. (Scheduled Bank)

Retail Asset & Small Enterprises Centre-Borivli
Emperor Building, 1st floor, L.T. Road, Babhai Naka, Opp. Municipal School,
Borivali (W), Mumbai- 400 092. Tel. : +91 22 2970 0080
E-mail : rasec-borivali@saraswatbank.com

100+
A century & beyond.