



**AGREEMENT FOR SALE**

OF

~~FLAT/SHOP/CAR-PARKING SPACE~~

FLAT/SHOP NO. 91 ON 9<sup>th</sup> FLOOR

IN

WING A/BTC

OF

BUILDING NO. 1/2

OF

**WINDERMERE**

ON

C.T.S. No. 1A/1/1 OF GOREGAON & C.T.S No. 1A OF  
B 3A  
PAHADI, GOREGAON, MUMBAI.

*P. Arid*

Rs 178750/- Rs One Lakh Seventy Eight thousand Seven hundred fifty only

GENERAL STAMP OFFICE  
TOWN HALL, FORT  
MUMBAI - 400 023  
MAIL/G59/011



INDIA

STAMP DUTY

महाराष्ट्र  
SPECIAL ADHESIVE

Rs 178750/-

27.12.2001

281994

00048

MAHARASHTRA

112708692811

*Smt. V. V. Tembkar*  
**S. V. Tembkar,**  
Proper Officer,  
General Stamp Office, Mumbai

वदर-२/		
१११-६४	१	३१
२००१		

ARTICLES OF AGREEMENT made at Mumbai this 28<sup>th</sup> day of DECEMBER 2001 BETWEEN SEASIDE PROPERTIES PVT. LTD., a Company Registered under the provisions of the Companies Act, 1956 and having its registered office at Raheja Chambers, Linking Road & Main Avenue, Santacruz (w), Mumbai - 400 054 herein referred to as 'THE DEVELOPERS' of the One part; and Shri/ Smt. PRAKASH R. RUPA SANCHEETA P. RUPA of Mumbai Indian Inhabitant herein referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof include his/her/its heirs executors and administrators) of the OTHER PART;

WHEREAS :

- A) USHA DARSHAN DEVELOPMENT CO-OPERATIVE HOUSING SOCIETY LIMITED a Society registered under The Maharashtra Co-operative Societies Act, 1960 and having its office at 340/42, Samuel Street, 2<sup>nd</sup> floor, Mumbai 400 003 (herein referred to as 'THE SOCIETY') is the owner and accordingly seized and possessed of and in actual and physical use occupation and possession inter alia of all those pieces or parcels of land containing by admeasurement 11,850 sq. mts. or thereabouts being part of C.T.S No. 1A/1/1 of Village Pahadi and part of C.T.S. No. 1A/3A of Village B Pahadi and situated at 90' D. P. Road in the Registration District and Sub- District of Mumbai City and Suburban and particularly described the First Schedule hereunder written (herein referred to as 'the said property').
- B) The said property is delineated on the Plan hereto annexed and thereon shown surrounded in black dotted line.

*y*  
*P. Or...*  
*y*  
*P. Or...*

*P. Or...*  
*y*  
*P. Or...*

: 2:

बदर-२/
१२२६४ १२ ३९
२००९
५२,५७८.२०

- C) The said property forms part of the layout of larger property admeasuring 52,578.20 sq. mts. or thereabouts which is laid out into various buildable plots and building plans for construction thereon of several buildings (having various wings) are approved by the Brihan Mumbai Mahanagar Palika (BMC) vide order No. CHE/898/LOP dated 10<sup>th</sup> March 1997 (herein referred to as 'the said lay out'). The said larger property of which the said property forms part is shown on the said plan in thick black boundary line.
- D) The Society has undertaken development of a portion of the said larger property pursuant to the said approved layout and the portion of the said pieces of land on which the Society has so undertaken the development work is shown on the said Plan hereto annexed in black broken lines.
- E) The development in respect of the remaining portion of the said pieces of land (comprising 11,850 sq. mtrs.) (being the said property) has not yet commenced and which is shown on the Plan in Black dotted colour boundary line. The said property is particularly described in the First Schedule hereunder written.
- F) Under Development agreement dated 23<sup>rd</sup> of September 1999 the Society has entrusted the development work in respect of the said property to the Developers and has authorised the Developers to agree to allot on ownership basis flats and premises in the buildings to be constructed on the said property and accordingly the Developers are entitled and authorised to agree to allot to the prospective allottees on ownership basis flats and premises in the proposed buildings.
- G) The said Development Agreement is executed after obtaining the No Objection Certificate from the Appropriate Authority under Chapter XX - C of the Income Tax Act 1961 vide Certificate No. A. A/21230/MUM/CERTS/1999-2000 dated 26<sup>th</sup> August 1999.
- H) The Developers have in accordance with the provision of the said agreement obtained possession of the said land with full rights and authority to commence construction on the said property and complete construction thereon and also to allot the flats and/or other premises in the buildings to be so constructed on the said property and for that purpose to enter into an agreement for allotment of flats and premises.
- I) The Developers will construct two Buildings named **WINDERMERE** (herein referred to as "the said Buildings") on the said Property and the said Buildings are given identifying Nos. viz: WINDERMERE Building No. 1 & WINDERMERE Building No. 2. Building No. 1 having two wings viz; Wing A and Wing B and Building No.2 having three wings viz; Wing A, Wing B and Wing C. Each wing in the said buildings will be of Stilts/Shops on ground floor; Podium parking on the 1<sup>st</sup> floor and flats on 2<sup>nd</sup> to 19<sup>th</sup> floor. The Building plans of the said two Buildings are approved by BMC vide IOD No. CHE/6172/BP (WS)/AP dated 7<sup>th</sup> July 1993 and BMC has also issued Commencement Certificate dated 20<sup>th</sup> August 1997 in respect of the said two buildings.

...3/-

By P. An  
B. S. S.

: 3:

बदर-२/
१२२-६४/३ ३९
२००९

- J) The Developers have indicated to the Purchaser and the Purchaser is aware that the Developers will develop the said property in a Phased manner and as per the said lay out plan (with such modification thereto as the Developers may from time to time determine and as may be approved by the Concerned Authorities) and the programme of such phased development will also be determined by the Developers absolutely at their own discretion.
- K) The Purchaser has seen the lay-out plan of which the said Property forms part showing the location of the said Buildings as also the Building Plans in respect of the said Buildings.
- L) At the request of the Purchaser, the Developers have agreed to allot to the Purchase on ownership basis, Flat/Shop No. ११ on the ९<sup>th</sup> floor in Wing A/B/C of Building No. 112 & Parking space No.        (herein referred to as "the said Premises").
- M) The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said Property, the Plans designs and specifications prepared by the Developers Architect and such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules made thereunder.
- N) Copy of Certificate of Title issued by M/s. Kirit N. Damania & Co., Advocates and Solicitors for the Developers, the copy of the Plan of the said Premises and copies of Property Card in respect of the said property are hereto annexed and marked Annexures A, B and C respectively.
- O) Developers are entering into separate agreements with several other persons and parties for sale of Shops/Flats/Car Parking Spaces/Garages and other premises in the said Buildings.

W  
P. Dam  
B. Dam

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

1. The Developers shall, under normal conditions construct and complete the said buildings "Windermere 1 and Windermere 2" in accordance with the aforesaid sanctioned building plans. The Developer agree that it shall be the liability of the Developer to construct the said buildings according to the building plans and specifications approved by the BMC. As recited above, the said buildings as sanctioned, are to comprise of a stilts/shops at ground level, podium car parking on 1<sup>st</sup> floor and residential flats on 2<sup>nd</sup> to the 19<sup>th</sup> floors. If the FSI in the locality is increased and/or additional FSI is available in respect of the said property or on account of further Transferable Development Rights (TDR's) being obtained and sanctioned to be used on the said property or otherwise and/or if the Developer decide to vary/amend the said sanctioned plan and/or if the BMC permits construction of additional flat/s and/or floor/s and/or amendment to the said sanctioned

...4/-

W  
P. Dam  
B. Dam

9225874 139  
2009

the event of there being changes in the lay-out and/or Building Plans.

5. It is expressly agreed and the Purchaser is aware that as a result of change in the lay-out plan of the said Property and/or in the building plans of the said property and/or in the building plans of the said building the share of the said premises in the said common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such change in the said share and hereby expressly authorises the Developers to so increase or decrease the said share of the Premises in the said common areas and facilities of the said Building and/or the said Property and the Purchaser hereby irrevocably agrees to accept the said share as changed as aforesaid.

6. The Purchaser shall pay to the Developers the sum of Rs. 27,50,000/- (Rupees TWENTY SEVEN LACS FIFTY THOUSAND ONLY) as the purchase price in respect of the said premises. The Purchase price is inclusive of Rs. Nil being the proportionate price of the common areas and facilities of the said Building. The said purchase price shall be paid to the Developers as per the instalments specified as under: -

Vy P. Anur Rishi

- a) Rs. 500,000/- paid as earnest money on the execution hereof;
- b) Rs. 22,50,000/- on or before 21/12/09 j) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_
- c) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_ k) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_
- d) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_ l) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_
- e) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_ m) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_
- f) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_ n) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_
- g) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_ o) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_
- h) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_ p) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_
- i) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_ q) Rs. \_\_\_\_\_/- on or before \_\_\_\_\_
- r) Rs. \_\_\_\_\_/- being the ultimate balance of the purchase price against delivery of possession of the said premises.

Vy P. Anur Rishi

7. It is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the purchase price as set out in Clause 6 above shall be of essence of the contract. In the event of the Purchaser making any default in payment of any instalment of the purchase price on its due date, the Developers will be entitled to terminate this Agreement and in that event all the monies paid hereunder by the Purchaser (except the earnest money) shall be refunded to the Purchaser by the Developers (but without any interest, compensation, damage or costs) Sixty days after the termination of this Agreement and the Developers will be entitled immediately after the termination of this Agreement to sell and/or dispose off the said premises in favour of any other party and the Purchaser herein will have no right to object to such sale/disposal of the said premises by the Developers. The earnest money of Rs. 500,000/- shall stand forfeited to the Developers.

Vy P. Anur Rishi

8. Without prejudice to the above and the Developers other rights under this Agreement and/or in law, the Developers may at their own option accept from the Purchaser the payment of the defaulted instalment/s on the Purchaser paying to the Developers interest on the defaulted instalment/s at the rate of 24% per annum for the period for which the

Vy P. Anur Rishi

: 6:

बदर-२/	
१२२६४	१३९
२००९	

payment has been delayed.

9. (a) Possession of the said premises shall be delivered by the Developers to the Purchaser by the end of JAN 200२..

(b) The Developers shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date if the completion of the project is delayed by reason of non-availability of steel and/of cement or other building materials or water-supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other Public or Competent Authority or of the Court or for any other reason beyond the control of the Developers and in any of the aforesaid events the Developers shall be entitled to reasonable extension of time for delivery of possession of the said premises.

(c) If for any reason the Developers are unable or fail to give possession of the said premises to the Purchaser within the date specified in clause 9(a) above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the Purchaser shall be entitled to give notice to the Developers terminating the agreement, in which event, the Developers shall within two weeks from the receipt of such notice refund to the Purchaser the aforesaid amount of deposit and further amounts, if any, that may have been received by the Developers from the Purchaser as the instalments in part-payment in respect of the said premises, as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. The Developers shall also pay to the Purchaser a sum of Rs.500/- (Rupees Five Hundred only) as liquidated damages in respect of such termination. Neither party shall in the event of such termination have any other claim against the other in respect of the said premises or arising out of this Agreement and the Developers shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as the Developers may deemed fit. If as a result of any legislative order or regulation or direction of the Government or public authorities, the Developers are unable to complete the aforesaid building and/or to give possession of the said premises to the Purchaser, the only responsibility and liability of the Developers will be to pay over to the Purchaser and the several other persons who have purchased or who may purchase hereafter the flats and other portions in the said building the total amount (attributable to the said building) that may be received by the Developers pursuant to said legislation, and save as aforesaid neither party shall not have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever.

10. The Purchaser shall within seven days of the intimation given by the Developers that the Occupation Certificate in respect of the said building is obtained, pay to the Developers

...7-

*P. Anil*  
*Buyer*

*P. Anil*  
*Buyer*



: 7:

बदल-२/
92268 10 39
२००९

all the dues as shall be outstanding as payable by the Purchaser to the Developers under this Agreement and take possession of the said premises. In any event on and from the expiry of seven days from the date of intimation given by the Developers that the Occupation Certificate in respect of the said Building is received the Purchasers shall be liable to pay all the Municipal rates, taxes and other outgoings in respect of the said Building and as apportionable to the said premises.

11. It is hereby expressly agreed that the Developers shall be entitled to sell the premises in the said Building for the purpose of using the same as residence, guest house, dispensary, nursing homes, maternity home, or commercial user, shop, consulting room, Bank, Community Hall, stalls or any non-residential user as may be permitted by the Concerned Authorities and/or any other use that may be permitted by the said Authorities and the Purchaser shall be entitled to use the said premises agreed to be purchased by him/her/it as per the permission of the local authorities as aforesaid and similarly the Purchaser shall not object to the use of the other premises in the said Building for the aforesaid purpose by the respective Purchasers thereof.

12. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said Building shall always belong to the Developers and they shall be entitled to deal with and dispose of the same in such manner as they may deem fit. In the event of the Developers obtaining permission from the Concerned Authorities for constructing one or more premises on the terrace then the Developers shall be entitled to dispose of such premises proposed to be constructed by them on the terrace together with the terrace to such persons and at such rate and on such terms as the Developers may deem fit. The Developers shall be entitled in that event to allow use of such entire terrace to the Purchaser of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession (as owner) of the Purchaser of such premises proposed or constructed on the terraces. In the event of the Developers constructing more than one premises on the terrace, the Developers shall be entitled to dispose of the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The Co-operative Society or the condominium that may be formed by the Purchasers of premises as stated hereinafter shall admit as its members the purchasers of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any storage tank for the building being constructed or any other common facility being provided on the terrace with the exclusive right then the Society/the managing committee of the condominium shall be entitled to depute its representatives to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser of such premises on the terrace and the society/managing committee of the condominium.

...8/-

*[Handwritten signature]*

: 8:

बदा-२/
१२२६४ ६/१३९
२००९

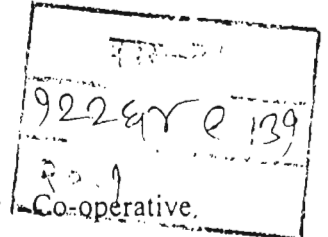
13. Until the transfer of title in respect of the said Building/the said premises as herein mentioned the Developers shall have full right, if so permitted by the Concerned Authorities, to make additions to the said Buildings and such additions (additional construction) shall be the property of the Developers. The Developers shall be entitled to dispose off such additional constructed area (including additional floors) in such manner as they may deem fit. Similarly the Developers shall if so permitted by the Concerned Authorities and/or if the Developers shall so desire they the Developers shall always be entitled to construct additional structures on the said Property or any portion or portions thereof and the Developers shall be entitled to dispose off the premises in such additional structures as the Developers may deem fit. The Developers shall even after an execution of Conveyance in respect of the said Building (in which the said premises are to be located) be entitled to construct additional structures on the remaining portions of the said property and/or the amalgamated property (if the said property shall have been amalgamated with the portions of the adjoining properties as aforesaid) if so permitted by the Concerned Authorities and as may be desired by the Concerned Authorities and as may be desired by the Developers. The right of the Purchaser herein shall be confined only to the said premises and the structures (i.e. Building in which the said premises are located) and the Purchasers of Premises in the said Building and/or the Society/Condominium formed for the purpose of the said Building shall have no right on any other portion of the said property and/or the other structures constructed and/or to be constructed thereon. It is expressly agreed and confirmed by the Purchaser that the right of the Developers to construct additional structures on the said Property or to put up additional floors on the said Building/s is an integral part of this contract for the sale of the said premises to the Purchaser and the Purchaser hereby expressly agrees that he/she/it will not in any manner object to the Developers constructing such additional structures on the said Property and or on the said amalgamated property as aforesaid or carrying out any additional construction on the said Building/s or to the Developers carrying out any additional construction work on the said property or on any portion or portions thereof, and/or on the amalgamated property. The Purchaser hereby gives his/her/its irrevocable consent to the Developers carrying out construction of additional storeys on the said Building and additional structures as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the Building plans as may be approved by the Concerned Authorities.

14. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the purchaser in respect of the said premises the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in respect of their Development rights in the said Property. The Developers shall be free to construct

...9/-

*[Handwritten signature]*





additional structures like sub-station for electricity office for Societies/Condominium Office, Co-operative Departmental stores, temple or place of worship, covered and enclosed garages in open compound, underground and overhead tanks, structures watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or lay out plan of the said Property. The Purchaser shall not interfere with the rights of Developers by raising any disputes or Court Injunctions under Section 7 of the Maharashtra Ownership Flat Act, 1963 and/or under any other provision of any other applicable law. The Developers shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any Authority of the State or Central Government or Competent Authority under any law concerning construction of buildings for implementation of their scheme for development of the said property.

15. The said Building and the surrounding area (as may be determined by the Developers) shall be conveyed /levied to a Co-operative Society to be formed by the Purchasers of flats in the said Building, such Co-operative Society shall be registered only after the said property shall have been fully developed and all the flats, shops and other premises in the said Building as also all other structures that may be constructed thereon i.e. on the said property are sold and disposed off. The Purchasers shall become a member of such Society (to be formed for the said Building). The Developers shall cause the Society to execute the conveyance/lease in respect of the said Building and the surrounding land (as may be determined by the Developers) in favour of the said Co-operative Society. The Developers may also in their discretion submit the said Building and the surrounding land (to be determined by the Developers) to the provisions of the Maharashtra Ownership Act, 1970 and thereupon Deed of Apartment shall be executed in respect of each premises in the said Building in favour of its Purchasers. Until such Conveyance/Lease Deed of Apartment is executed the right of the Purchaser hereunder shall be confined only to the said Premises and the Purchaser and/or the Society formed for the purpose of the said Building shall have no right on any portion of the said property. The conferment of right shall take place only in respect of the said Building and the surrounding land (as determined by the Developers) in favour of the Co-operative Society on the execution of the Conveyance/Lease in its favour as aforesaid i.e. the conveyance/lease shall be in respect of the said building and the surrounding land (as determined by the Developers) or on the execution of the Deed of Apartment as aforesaid. The Purchaser will not ask for the sub-division in respect of the portion of the land to be conveyed to such Society from out of the said property. The conveyance/lease to be executed in respect of the said Building and the surrounding land (as determined by the Developers) the Deed of Apartment in respect of the said premises shall contain such covenants conditions and stipulations as the Developers shall determine for protecting

*Handwritten signature*

707-21  
922479039

and safeguarding their rights as regards the remaining portions of the said property. 009

16. Since the said Property forms part of the larger property and is not be segregated from the said larger property by sub-dividing the same the Developers may instead of causing the Usha Darshan Development Co-operative Housing Society Ltd., to execute the Conveyance of the land on which the plinth of the concerned Building and the surrounding land (as determined by the Developers) cause the said Society to execute a lease for a term of 999 years on a nominal rent of Re 1/- per year in favour of the Society formed for the concerned Building. In case the Developers shall decide to submit the said property and the Buildings thereon to the provisions of the Maharashtra Apartments Ownership Act, 1970 as aforesaid such lease shall be procured in favour of the Developers and/or their nominees and thereafter the Deed of Apartment will be executed in favour of the Purchaser of each premises.

17. Even after the Co-operative Society for the said Building shall have been formed as aforesaid and/or the Conveyance/Lease in respect of the said Building and the surrounding land (to be determined by the Developers) shall have been executed in favour of the said Society the Deed of Apartment in respect of the said Premises shall have been executed as aforesaid, the Developers shall have full right and authority to develop the remaining portion of the said Property and the entire Floor Space Index (F.S.I) of the said plot (other than the F.S.I utilised in the said Building) shall continue to be under the Ownership and control of the Developers who shall be entitled to utilise the same for their benefit in development of the remaining portions of the said property and the Purchaser and/or the Society to be formed for the said Building as aforesaid shall have no right of any nature whatsoever in respect thereon. As regards the F.S.I. utilised and/or to be utilised in the said Building is concerned the same shall also be under the Ownership and control of the Developers who shall be entitled to utilise the same (subject to the other rights of the Developers under this Agreement and under the law) in the construction of the said Building and for the disposal of premises therein on Ownership basis.

18. The Purchaser hereby covenants with the Developers to pay consideration amount liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developers fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Developers. The Purchaser also agrees and undertakes to give all the facilities to the Usha Darshan Development Co-op. Hsg. Soc. Ltd., the Developers and other Developers to carry out additional construction work on the said buildings now under construction and/or to construct additional Buildings and structures on the said Property.

*P. Anur*  
*Suria*

बदर-२/	
१२२६०१११	३९
२००९	

19. The Purchaser agrees and undertakes from time to time to sign and execute the application for the formation and registration of the Society for the said Building including the bye-laws of the proposed society within Ten days of the intimation by the Developers. No objection shall be raised to the changes in the draft Bye-laws as may be required by the Registrar of Co-operative Societies and/or other Concerned Authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Developers may require him/her/it to do from time to time for safeguarding the interest of the Developers and the Purchaser of other premises in the said Buildings. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Developers shall so require the Co-operative Society that may be formed as aforesaid shall pass the necessary resolution confirming the right of the Developers as aforesaid to carry out additional construction work on the said Buildings and structures on the said Property and also confirming the right of the Developers to sell on ownership basis other premises in the Buildings to be constructed on the said Property.
20. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property, and/or the various Premises to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developers in the proportion of the area of the said premises to the total area of all the structures on the said Property. The apportionment by the Developers of the amount to be so paid by the Purchaser shall be final and binding.
21. The Purchaser shall at the time of taking possession of the premises shall also pay to the Developers a sum as mentioned in Clause 30 which will be held by the Developers as deposit without interest and the Developers shall be entitled to utilise such deposit towards payment of taxes and other outgoings. In the event of the Purchaser making any default in payment thereof regularly as agreed to herein by him/her/them, the Developers will have right to take legal action against the Purchaser for recovering the same. After the Society/Condominium as aforesaid shall have been formed and the said Building shall have been transferred and/or conveyed to the Society/the Condominium for the said premises shall have been formed, the Developers shall handover the said deposit or the balance thereof to such Society/Condominium.
22. The Purchaser shall allow the Developers and their surveyors and Agents with or without workmen and other at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting

*S. P. Anand*  
*Series*

वदर-२/
१२२६०१२/३९

off the supply of water and other services to the premises of any other premises owners in the said Building in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/its share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by the Purchasers.

23. In the event of the said Society/the Condominium being formed and registered before the sale and disposal by the Developers of all the premises in the said Building as also the completion of construction of additional structures and/or sale and disposal of premises in the said Buildings on the said Property and/or the additional structures, the powers and authority of the society and the purchasers of the premises therein shall be subject to the powers of the Developers in all the matters concerning development of the said Property as also construction of additional structures and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards any unsold premises and the sale thereof. As aforesaid the right of the said Society/Condominium Purchasers of Premises shall be confined only to the said Building and the surrounding land/area (as determined by the Developers) and the Developers shall have a right to complete the said Building and to sell and dispose of for their benefits all unsold Premises in the said Building.
24. The Purchaser shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Developers. The Purchaser shall keep the said premises walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular the said building so as to provide shelter to and protect the parts of the said building other than his/her/their premises. The Purchaser shall not be permitted to the closing of the niches or balconies or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them.
25. After the possession of the said premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Building at his/her/their own costs and the Developers shall not be in any manner liable or responsible for the same.
26. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building. However it is clarified that this does not cast any obligation upon the Developers to insure the building or premises agreed to be sold to the Purchaser.

*V. P. An*  
*Suresh*

92248-93139

27. After the said Building and premises to be constructed by the Developer on the said Property are complete and ready for occupation and after the society/condominium for the said Building as aforesaid is formed/registered and only after all the premises in the said Building shall have been sold and disposed off by the Developers and after the Developers shall have received all dues payable to them under the terms of the Agreement with the Purchasers of all the premises in the said Building the Developers shall cause to be executed by the Usha Darshan Development Co-op Hsg. Soc. Ltd., in favour of the said Society so formed Conveyance/Lease in respect of the land on which the said Building is constructed and the land surrounding thereto (as determined by the Developers) and shall also execute the Conveyance of the said Society as provided in clauses 15 and 16 and shall cause the said Usha Darshan Development Co-op. Hsg. Soc. Ltd., to execute jointly with the Developers Deed of Apartment in respect of the said Premises in favour of the Purchaser or his/her/its nominees. Until the execution of the Conveyance/Lease/Deed of Apartment the possession of the said Property and the said Building and premises thereon shall be deemed to be of the Developers and the Purchaser who shall have been given possession of the premises agreed to be sold to him/her/it shall be merely a licensee thereof.

28. The Purchaser will lodge this Agreement for Registration with Sub-Registrar of Assurance at Bandra Mumbai and the Developers will attend the Sub-Registrar and admit execution thereof after the Purchaser's inform them of the number under which it is lodged for Registration by the Purchaser.

29. All letters, circulars, receipts and/or notices issued by the Developers despatched under Certificate of Posting to the address known to them of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge to Developers. For this purpose, the Purchaser has given the following address:

45/46, SATI DARSHAN  
95, AMARSI ROAD,  
MARAD (W.P. ST)  
BOMBAY 400 064

*W P. Am  
Sing*

30. The Purchaser agrees and binds himself to pay regularly every month, by the 5<sup>th</sup> of each month to the Developers until the Condominium/Society is formed, as hereinafter stated and thereafter to the aforesaid Condominium/Society, the proportionate share that may be decided by the Developers or the Condominium/Society as the case may be, for (a) Insurance Premium, (b) all Municipal and other taxes that may from time to time be levied against the land and/or the building, including water taxes and water charges and (c) outgoings for the maintenance and management of the estate and the common amenities, common lights and other outgoings such as collection charges, charges for

*W P. Am  
Sing*

922-408 98	39
2009	

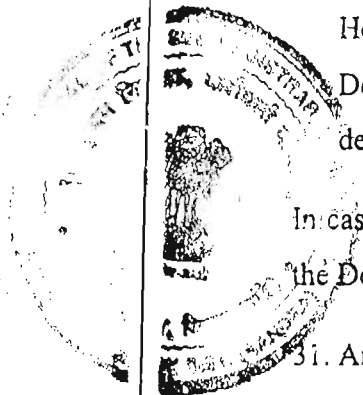
watchmen, sweepers and maintenance of accounts, incurred in connection with the said property. The Purchaser shall keep deposited with the Developers at the time of taking possession of the said premises a sum of Rs. 55,000/- as deposit towards the aforesaid expenses and outgoings. The Purchaser shall also keep deposited with the Developers at the time of taking possession a sum of Rs. 260/- as application/entrance fee and shall also pay a lumpsum of Rs. 35,000/- towards legal expenses incurred and to be incurred, a sum of Rs. 10,000/- towards deposit in respect of water and electric meter payable to the Public Authorities and Rs. 50,000/- towards Swimming Pool and Club House Membership. The said sums shall not carry interest and will remain with the Developers until the said Condominium/Society is formed and thereupon, the aforesaid deposits (less deductions, if any) shall be paid over to the Condominium/Society.

*Vf P. Anur Dutt*

In case there shall be deficit in this regard, the Purchaser shall forth with on demand pay to the Developers his proportionate share to make up such deficit.

31. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Developers.
32. The Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said Building of which the aforesaid premises form part and the Purchaser shall have no right to object to the same. It is expressly declared and understood by and between the parties hereto that this Agreement is in respect of the said premises in the said Building which is agreed to be sold to the Purchaser and the Developers shall be entitled to stipulate different terms for sale of other premises in the same and/or other buildings to be constructed on the said property.
33. The Purchaser with intention to bind all persons unto whosoever hands the said premises may come, doth hereby covenant with the Developers as follows:
  - (a) To maintain the said premises at Purchaser's costs in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the Building in which the said premises is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the said premises is situated and the said premises itself or any part thereof.
  - (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building 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

*Vf P. Anur Dutt*



बदर-२/	
१२२२२/१९४	३९
२००९	

which may damage or likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequence of the breach.

- (c) To carry out at his/her/its own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it is delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the said premises is situated or the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the said premises and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other part of the said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the said premises without the prior written permission of the Developers and/or the Co-operative Society. In case on account of any alterations being carried out by the Purchaser in the said premises (whether such alterations are permitted by the Concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains) the Purchaser shall at his/her/its own costs and expense repair such damage (including recurrence of such damages).
- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the said Building.
- (f) Pay to the Developers within 7 days of demand by the Developers his share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said Building.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the Concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said premises by the Purchaser.
- (h) The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser's interest

*W. P. ...*  
*...*

बदर-२/	
१२२५०/१६	३९
२००९	

or benefit factor of this Agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing of the Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developers.

- (i) The Purchaser shall observe and perform all the rules and regulations which the Co-operative Society/Condominium for the said Buildings may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building rules, and regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other Public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Condominium regarding the occupation and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (j) Till Deed of Conveyance/Lease/in respect of the said Building and the land surrounding thereto (as determined by the Developers)/the Deed of Apartment for the said Premises is executed the Purchaser permit the Developers, 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 condition thereof.
- (k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the recitable thereof). If the Purchaser neglects, omits or fails to pay for any reasons whatsoever to the Developers under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Developers shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever there is and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Developers re-entry on the premises as aforesaid all the right, title and interest of Purchaser in the said premises and under this Agreement shall cease and Purchaser shall also be liable for immediate ejectment as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said premises. In that event all the moneys paid herein by the Purchaser (except the

*W. P. Anna*  
*Anna*



: 17:

457-21
922479039
2009

outgoings apportionable to the said premises till the date of such termination and the earnest money) shall after Sixty days of such termination be refunded by the Developers to the Purchaser.

34. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering this Agreement and any other documents required to be executed by the Usha Darshan Development Co-op. Hsg. Soc. Ltd., the Developers or by the Purchaser stamp and registration charges in respect of such documents transferring land and Building in favour of the Co-operative Society/the said premises to the Purchaser as well as the entire professional costs of the Advocates of the Developers in preparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of such Society/the Purchaser of Premises in the said Building. The Developers shall not contribute anything towards such expenses. The Purchaser shall on demand pay to the Developers his proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in clause 30 above.
35. The Purchaser hereby gives his/her express consent to the Developers to raise any loan against the said property and the Building under construction and to mortgage the same with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Developers at their own expense before the said premises are handed over to the Purchaser.
36. It is clearly understood and agreed by and between the parties hereto that the Developers shall have the unqualified and unfettered right to sell on ownership basis to anyone of its choice, the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purposes as to reach the water tanks and lift rooms of the building and subject to the provisions of Clause 39(a) (v) hereof. The Purchasers of such terrace shall be entitled to make use of the same for all purposes whatsoever, as permissible by law. However, the purchaser shall not enclose or cover the said terrace without the written permission of the Developer and/or the Condominium, as the case may be, and the Mumbai Municipal Corporation.
37. So long as the area of the said premises (agreed to be acquired by the Purchaser from the Developer) is not altered and the amenities set out in the Second Schedule hereunder written are not altered, the Developer shall be at liberty (and are hereby permitted) to make variations in the layout of the said property/layout land and / or elevation of the building/s including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building and obtain from the authorities concerned, revised permissions, sanctions for redevelopment of the other structures as the exigencies of the situation and the circumstances of the case may require. The Purchaser expressly hereby consents to all such variations.

...18/-

*P. An  
Sinc*

9223/9C/39  
2009

38. The Developer shall have a first lien and charge on the said premises agreed to be acquired by the Purchaser in respect of any amount payable by the Purchaser to the Developer under the terms and conditions of this Agreement.

39. The nature, extent and description of the 'common area and facilities' and of the "limited common areas and facilities" shall be as under:

(a) COMMON AREAS AND FACILITIES:

(i.) Entrance lobby and foyer of the said building will be for the benefit of the Purchasers of all the premises in the said building.

(ii.) Compound of the said building i.e. the open area out of the said property described in the First Schedule hereunder written but excluding the open car-parking spaces and/or garages in the compound allotted/to be allotted individually to the Purchase of premises.

(iii.) The staircase of the said building, including main landing, for the purpose of ingress and egress of the Purchaser of premises and visitors to such building (the same is not to be used for the purpose of storing or for recreation or for residence or for sleeping).

(iv.) Save as otherwise specified in this Agreement, all items stated in clause (f) of Section 3 of the Maharashtra Apartment Ownership Act, 1970, shall also be considered to be "Common Areas and Facilities.

(v.) Terrace admeasuring about 1700 sq.ft. equivalent to 158 sq. mtrs. above the top floor of the building for being used for common purposes like putting up T.V. antenna and for being used as an open terrace by the members owning residential flats in the building (the same is not to be used for putting up any construction or as a play area or for pounding of "masala" or any such objectionable user).

✓  
P. An  
Rud

The Purchaser of premises will have a proportionate undivided interest in the above in the same in proportion in which the built up area of their respective premises shall bear to the total built up area of the said Building.

(b) LIMITED COMMON AREA AND FACILITIES:

Landing about 8'-0", wide in front of the floor on which the particular flat is located, as a means of access to the flat (the same is not be used for the purposes of storing or as a recreation area or for residence or for sleeping).

(i). This landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.

✓ P. An  
Rud

: 19:

वदर-२/
१०२-२४९९८३५
२००९

The Purchaser of premises located on the concerned floor will have proportionate undivided interest in the above in the same proportion in which the built up area of their respective premises shall bear to the total built up area of all the premises on the said floor.

40. In the event the Developers provide in the said property recreation facilities such as Clubhouse, Swimming pool and/or any other recreation area then in that event all the Purchasers of premises in all the buildings that will be constructed on the said property shall have a right to use and enjoy the said facilities and in addition to the contribution to be made by the Purchaser as specified in clause 30 hereof the Purchaser shall contribute proportionately as determined by the Developer the costs, charges and expenses required for maintenance, repairs and replacement of the said facilities. The said recreation facilities shall be common facilities for the said property for the use of the Owners of the premises and/or the Occupiers thereof in the said Buildings and on the formation of the Co-operative Society or any condominium in respect of the said buildings to be constructed on the said property the Developers shall hand over the said facilities to the committee appointed in that behalf by such society and/or condominium and who alone will thereafter be responsible for the maintenance, repairs and replacement thereof and will be entitled to collect the proportionate outgoings from the Owners of Premise in the said building for the purposes of maintenance, repairs and/or renovation thereof.
41. All payments, required to be made under this Agreement shall be by Account Payee Cheques in favour of the Builders and no payment made other wise than as aforesaid, shall be valid or binding against the Builders. Further, no receipt for any payment shall be valid or binding unless it is issued by the Builders on their printed letter head / receipt form.

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

SIGNED AND DELIVERED by the )  
withinnamed "DEVELOPERS" )  
SEASIDE PROPERTIES PVT. LTD. )  
in the presence of )

SIGNED AND DELIVERED by the )  
withinnamed "PURCHASER" )  
MR. PRAKASH R. RUIA )  
MRS. SANJIBTA P. RUIA )  
in the presence of )

: 20:

बदल-२/
१२२६४/२० ३१
२००१

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground, bearing part of CTS No. 1A/1/1 of Village  
B  
Goregaon and part of CTS No. 1A of Village Pahade, Goregaon, Admeasuring in the  
3A  
aggregate 11,850 sq. mtr. Or thereabouts, situated at 90' D. P. Road, Goregaon (w) in the  
registration Sub-district and District of Bombay City and Bombay Suburban, within Greater  
Mumbai, assessed by the Brihanmumbai Municipal Corporation under P/South, and which  
said Plot of land is bounded as follows, that is to say:

On or towards the NORTH by boundaries of CTS No 1A (part) and R.G. Reservation (CTS  
3A

1A  
3B

On or towards the SOUTH by boundaries of CTS No. 90' D. P. Road

On or towards the WEST by boundaries of 90' D. P. Road & Dispensary Reservation (CTS  
No. 1A/1/2)  
B

and

On or towards the EAST by boundaries of 90' D. P. Road (Proposed) & R. G. Reservation  
(CTS NO. 1A).  
3B

**THE SECOND SCHEDULE ABOVE REFERRED TO  
STANDARD SPECIFICATIONS**

**FLOORING:**

- a) Living, Bedroom, Passages-Marble/Granite flooring with Skirting.  
b) Kitchen-Ceramic Tile/Granite flooring with Skirting.

बदल-२/
१२२६४/२१३९
२००९

**KITCHEN PLATFORM:**

2 Feet wide with Granite top and Ceramic tiles dado upon 1' high. Stainless Steel sink & Kitchen Cabinets.

**DOORS:**

- a) Entrance, Bedroom, Kitchen shall be flush doors.  
b) Toilets – Panel doors.  
c) Living room full glazed (Glass).  
All Doors shall be polished on both sides.

**WINDOWS:**

- a) Bedroom, Living, Kitchen Anodised Aluminium Sliding Windows.  
b) Toilet Louvres Type/cross Ventilators.

**ENTRANCE HALL:**

A decorative Entrance Hall with marble flooring and side walls having Granite/Marble/Stone finish as may be approved by Architects.

**LIFT:**

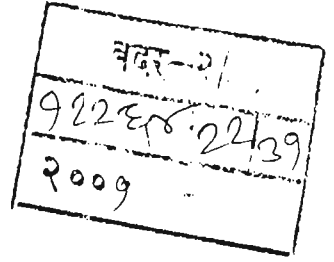
Two, MITSUBUSHI Elevator or Similar make.

**ELECTRICAL:**

- a) Concealed copper electrification in the full flat.  
b) The point to provided are as under;

	Light Point	Fan Point	Plug	Power Point
Living Room	3 Nos.	3 Nos.	2 No.	2 No.
Bedroom	2 Nos.	1 No.	2 No.	1 No.
Kitchen	2 Nos.	1 No.	2 No.	2 No.
Passage	1 No.	—	—	—
Balcony	1 No.	—	—	—
Toilet	1 No.	—	—	1 No.

: 22:



**TOILETS:**

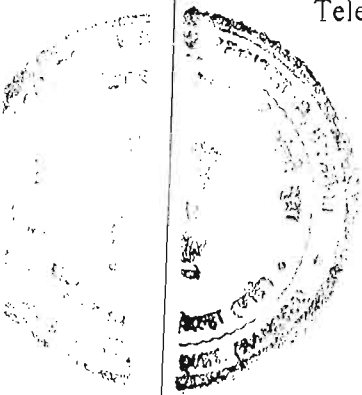
Concealed plumbing, Marble/Granite Flooring, Marble/Granite/Glazed tiles on Walls. White/Coloured wash basin, English W.C. pan with Flush Valve and mirror cabinet Shower and Jali.

**T.V. ANTENNA:**

All Flats will have T.V. Antenna connected to terrace. One point in Living & each Bedroom.

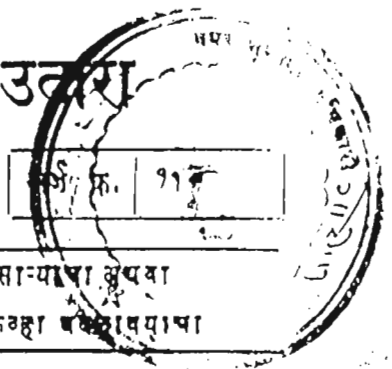
**TELEPHONE:**

Telephone in each room i.e. Living & each Bedrooms.



# माल-मत्तेच्या रजिस्टर कार्डातील उतरा

सोटी सर्वे - पश्चिमी गोरगेवाला तालुका : बोरीवली, जिल्हा-मुंबई ५५११५



सोटी सर्वे नंबर	क्षेत्रफल चौरस मिटर	सत्ता प्रकार	सरकारला भरलेल्या साऱ्याचा अथवा खंडाचा तपविल व तो केव्हा व कोठे साऱ्याचा
१ अ	३२४५९.९	C	दि १९९३-९४ पासून २-६ १९९३-००
३ अ	२९९१५.९		

तहिय्याटिची हक्क

स.न. १९ मध्ये धारण करणाऱ्याचे नाव-हक्क कसा प्राप्त झाला ? जो पर्यंत संपास लागला तो पर्यंत ।

पट्टेदार	बदर-२/
इतर बोजे	१२२६४ २३३१
इतर घरे	२००९

तारीख	व्यवहार	वहाल्युम नंबर	नविन धारण करणाऱ्याचा (घ) अथवा इतर बोवा असणारा (ई)	तहसिलदार
१९७१/९२	मा. जिल्हाधिकारी मुंबई LND / १११-A / NAP / SR आदेशा पत्र क्र ३२४५९.९-००-१६ मंजूरि देणाऱ्यातून १९७३-७४ ची मंजूरि दारख्त करणे	SIF	आ. यान्ते कर्जि किशोरी आदेश क्र C ३७४५ दि २२-१२-९१ न किशोरी कुसुमी १९७१-७२ चे आदेशान्वये क्र ३२४५९.९-००-१६ पत्रिका उघडकी सरा प्रचार सी आरा लघुप केव	श. वि. वि. मिनिस्ट्रियल १९७३/७४
१९७४/७५	मा. जिल्हाधिकारी मुंबई मु. उप. यान्ते कर्जि कुसुमी किशोरी आदेश ५/१२-७५ उतारा क्र ३२४५९.९ शांघे दि १९७५/७६ चे आदेशान्वये दारख्त सदरी नाव दारख्त केव	SIF	H उषा दर्शन डेव्हलपमेन्ट को ऑफ हैरिमे सोसायटी लि	२-६/७५ मिनिस्ट्रियल १९७५/७६

१६ मार्च १९६५





APP. NO.: 329

**EXTRACT FROM THE PROPERTY REGISTERED CARD**

CITY SURVEY गोबिगाव

TALUKA : BORIVALI

Dist. MUMBAI  
SUBURBAN  
DIST.

City Survey	Area Sq. Mtrs.	Tenure	Particulars of accessment for rent paid to Government and when due for revision
931/9 व	2099C-E - 9039C-E 02022-0	C	रहाणेसाठी वार्षिकि - रु. रु. ६७५ - व्यापारासाठी वार्षिकि - रु. रु. ७५० -

Essement

Holder In Origin of the title so far as traced

92268/24/29  
2009

Lease

Other Encumbrances

Other Remarks

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (o) %	Attestation
8/9/01 एयु	मा. जि. ध. धि. मारी मुंबई उप यांचे कडील विनयोती आदेश क्र. LND/VII-A NAP/SR 3782 दि. 23/2/88 व डुरुसपी विनयोती आदेश क्र. Desh/VII/NAP/SR 3782 दि. 1/4/88 न ग. भू. अ. प. गुंघट उप यांचा आदेश क्र. न. भू. अ. प. न. भू. अ. प. 931/9 पे विनयोती/एयु दिनांक 8/9/01 एयु ह्यानेच 2099C-E चौ. मी. क्षेत्रास धारक सदरी गांव दारवण केलो व सत्ता प्रकार 'सी' दारवण केला.	S.I	उषा दशनि डेव्हलपमेंट को. ऑप. हौ. सो. लि.	सही 222 8/9/01 एयु म. भू. अ. क. मुंबई उपनगर, मुंबई

17

92260/2439

प्र.धा.

27/9/11

दिनांक 27/9/11 चा अर्ज नं. मा.जिल्हाधिकारी मुंबई डा.जे.भांचे मधील  
 आदेश क्र.सी/कार्या/काय/प्रकीकरण/पोट विभाजन/पदा अर्ज 3089  
 दि.27/9/11 चा पोट विभाजन आदेश कार्यालयीन मो.रन.ध.ए.चा  
 भौजणी नकाशा व इकाईल आदेश क्र.नं.गोरेगांव नं.भू.प्र.१अ/१  
 ए.दि.27/9/11 इतक्या पोट विभाजना नुसार वर्ग होणाऱ्या ज.भू.प्र.५  
 १अ/१/१ ते १अ/१/५ चे वृक्ष क्षेत्र 9039C-ए चौ.मी. वजा करून -  
 १०११-७ चौ.मी. क्षेत्र दारवण केली व नं.भू.प्र.१अ/१/१ हासा शेन दिला  
 पोट विभाजना मूळे वर्ग होणाऱ्या क्षेत्राच्या नं.भू.प्र.१अ/१/२, १अ/१/३,  
 १अ/१/४, १अ/१/५ अशा नवीन मिळकत पत्रिका उघडून त्यावर  
 अनुक्रमे 9000-०० चौ.मी. ५६४६-७ चौ.मी. ८५०... चौ.मी. व २८२२-२  
 चौ.मी. क्षेत्र दारवण करून सत्ता प्रकार 'सी' दारवण केली व आदेशा -  
 नुसार धारक सदरी नोंदी दारवण केल्या.

नव जात्याची तारीख 1/9/21 ए.ए. एकूण खर्च रक्कम.....  
 जम रकार तारीख 3/9/21 ए.ए. नकलेची शुल्क.....  
 नव दिवसाची तारीख 9/9/21 ए.ए. चौ.मी. अधिकार शुल्क.....  
 नगर करकार.....  
 नगरचे करकार.....



सत्य प्रतिलिपी  
 नगर प्रशासन अधिकारी  
 माताड

प्रमाण पत्र

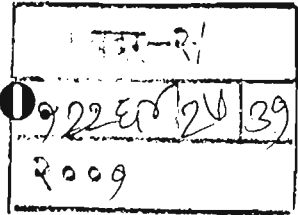
मिळकत पत्रिकेच्या प्रमाणात प्रतीचर दाखल  
 क्षेत्र १०११-७ चौ.मी. चौ.मी.  
 मक्षरी न.उ.द.न.र.स.त.म.न.व्या.प.व.प. चौ.मी.  
 मीटर हे मुळ मिळकत पत्रिकेत नमूद केलेल्या  
 क्षेत्राच्या मळाला असण्याची खात्री केली आहे.  
 अधिकारी मुमि अभिलेख  
 मुंबई उपनगर जिल्हा  
 मुंबई.

Kint N  
 Res.  
 Fiat No  
 Rewa At  
 T G Pa  
 Bhulabha  
 Mumbai

सही  
 27/9/11  
 न. प्र. अ. ध.



**KIRIT N. DAMANIA & CO**  
ADVOCATES & SOLICITORS



Kirit N. Damania.  
LL B. Solicitor

Res.  
Flat No. 113, 11th Floor,  
Rewa Apartments,  
T. G. Pavilion Compound,  
Bhulabhai Desai Road,  
Mumbai - 400 026.

Telephone : 282 3317  
Office : 282 5965  
287 2908 (Fax)  
Resi. : 497 4503

Office :  
Unit No. 1113, 11th Floor  
Raheja Centre,  
Free Press Journal Road,  
Nariman Point, Mumbai - 400 021

1

TO WHOMSOEVER IT MAY CONCERN

Re:- All that piece or parcel of land or  
ground bearing part of CTS No. 1A/1/1 of  
B

Village Goregaon and part of CTS No. 1A  
3A

of Village Pahadi, Goregaon, Admeasuring  
in the aggregate 11,850 sq.mtr or  
thereabouts, situated at 90' D.P.Road,  
Goregaon (W) in the registration Sub-  
district and District of Bombay City and  
Bombay Suburban, within Greater Mumbai,  
assessed by the Brihanmumbai Municipal  
Corporation under P/South Ward.

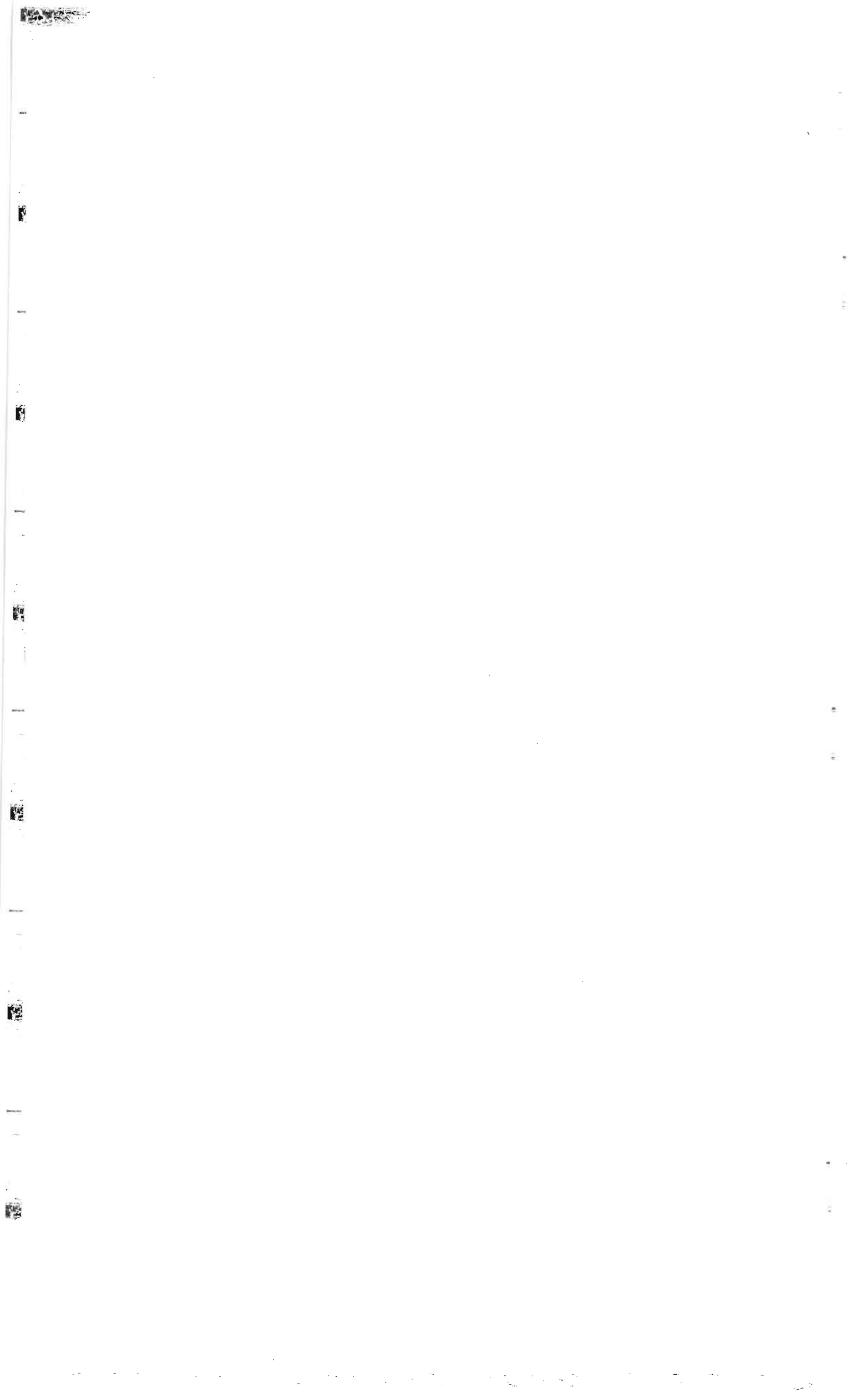
THIS IS TO CERTIFY that we have investigated the title  
of the Owner of the above Property viz; USHA DARSHAN DEVELOPMENT  
CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society registeree  
under the Maharashtra Co-operative Societies Act 1960 and having  
its office at 340/42, Samuel Street, 2nd Floor, Mumbai 400 003  
(herein referred to as "the Society") to the above Property and  
have found the same to be clear and marketable.

2. By a Development Agreement dated 23rd September 1999  
(which is lodged for registration at the Bandra Sub-Registry  
under Serial No. PBDR/4867/99 on 23rd September 1999) the Society  
has granted development rights in respect of the said Property in

सिद्धि  
2-8-99

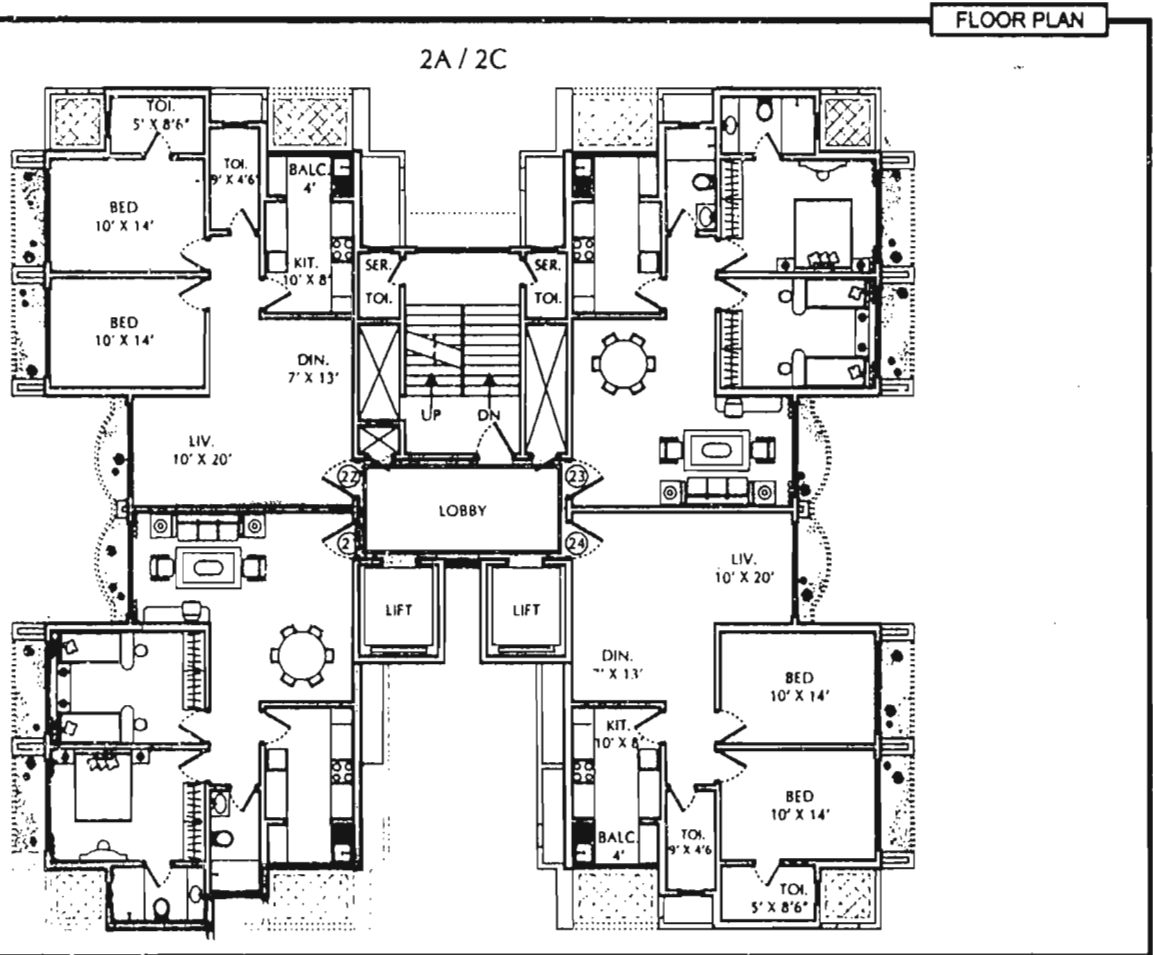
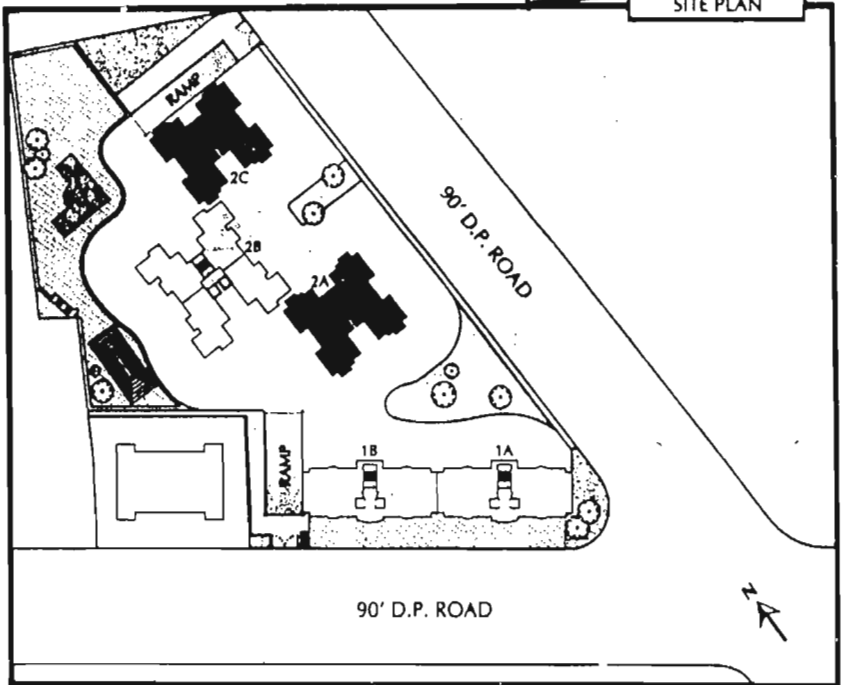
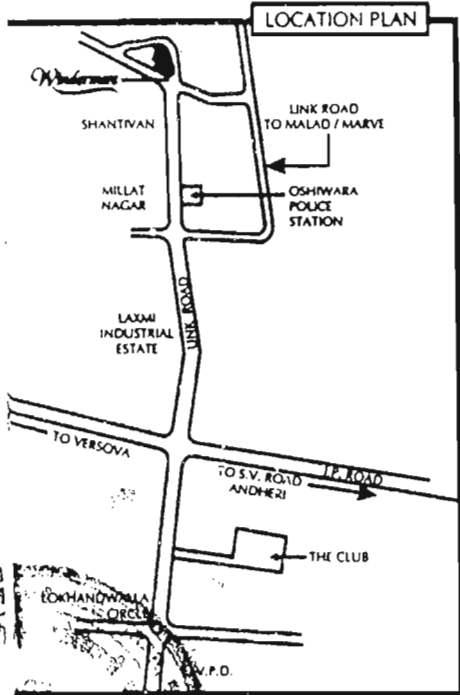
3. 8. 99





# Windermere

बदर-२/  
१२२ एच/२ए/३९  
२००९



FLAT NO. 91 ON 9TH  
9TH FLOOR IN 2/A  
WINDERMERE

**VIJAY RAHEJA & ASSOCIATES**  
ARCHITECTS  
Raheja Chambers, Linking Road & Main Avenue, Santa Cruz (W), Mumbai 400 054

*[Handwritten signature]*

*P. Ania*  
*Buis*

