



CONFIRMATION LETTER FOR BELOW TENNIS COURT PODIUM PARKING

Date: July 24, 2009

Mr. Badruddin Aboobaker Khan &
Mrs. Shahjahan Badruddin Khan
D-1001, Lake Florence
Lake Homes
Off Adi Shankaracharya Marg,
Near Gopal Sharma School,
Powai, Mumbai - 400 076

Dear Sir/Madam,

Re: Allotment of one Podium Car Parking in the building **below tennis court podium Parking** on property bearing C.T. S. No. 11B/1A (Pt) of Village Chandivali, Powai, Mumbai.

This is to confirm and record that in pursuance of the Agreement for Sale dated **January 17, 2005**. In respect of Flat No. **D-1001**, we have agreed to allot to you **P/2 Level 0** podium Car Parking space in our above referred building as per the plan attached herewith.


We acknowledge having received **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** vide Cheque no '156003' dated **27.02.2008** drawn on **Central Bank Of India** and **Rs. 1,25,000/- (Rupees One Lac Twenty Five Thousand Only)** Vide Cheque No. '133685' dated **24.01.2011** drawn on **Central Bank of India**.

The aforesaid car parking space shall be used by you exclusively for the purpose of car parking only and not for any other purpose. You shall always keep the parking space open and under no circumstances you shall cover the same nor you shall provide any partition wall, door or rolling shutters.

You will bear and pay all maintenance and other charges payable in respect of aforesaid parking space from the date hereof, such as property taxes, security charges, Lift Maintenance, electrical charges, repair fund if any.

Please confirm at the foot thereof in token of your acceptance of the above.

Thanking you,
Yours faithfully,
For **EKTA SUPREME HOUSING**



Authorised Signatory

I/We Confirm

EKTA SUPREME HOUSING

Off: Adi Shankaracharya Marg, Near Gopal Sharma High School, Powai, Mumbai-400076 Tel No.: 28572525

Fax: 91-22-28576565 E-mail: sales@lakehomespowai.com • www.lakehomespowai.com

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D/1001

BADRUDDIN ABDOBBAKER KHAN

1,07,000.00/-

Customer Copy	
Deposit Br. Bandra (W)	Date 6-1-05
Pay to: ICICI Bank A/C Stamp Duty	
Frinking Value	Rs. 1,07,000
Service Charges	Rs.
Total	Rs. 1,07,000/-
Name & Address of stamp duty paying party: BADRUDDIN A. KHAN.	
Received With Thanks Rs. 1,07,000/- Towards Payment of Stamp Duty	
DD / Cheque No	014971
Drawn on Bank	Central Bank Ltd. Ltd.
Dated	4-1-05
(For Bank's Use Only)	
Tran ID	
Frinking Sr. No.	1302
Officer	<i>[Signature]</i>

FRANKING DEPOSIT SLIP (Bandra West)



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THIS AGREEMENT is made at Mumbai this 17th day of January, 2005. BETWEEN **EKTA SUPREME HOUSING**, a Partnership Firm registered under The Indian Partnership Act, 1932, and having its principal place of business at "Lake Homes", Off. Adi Shankaracharya Marg, Near Gopal Sharma School, Pow, Mumbai - 400 076, herein referred to as "THE DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Partnership Firm and the Partners for the time being and from time to time constituting the said Partnership firm and its assigns) of the ONE PART; and MR./MS./MRS. MESSRS. BADRUDDIN ABDOBBAKER KHAN
MRS. SHAHJAHAN BADRUDDIN KHAN
having his/her/its address at Kadvi Manzil Flat NO. 5, 6, 7
D Wing Near Sheetal Cinema Kurla,
Mumbai - 400 70,
herein referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual his/her heirs, executors, administrators and permitted assigns) of the OTHER PART:

ICICI Bank Ltd. Krystal Building
Water-Field Road Bandra (west)
Mumbai-400050

[Signature]
Officer
ICICI Bank Ltd.

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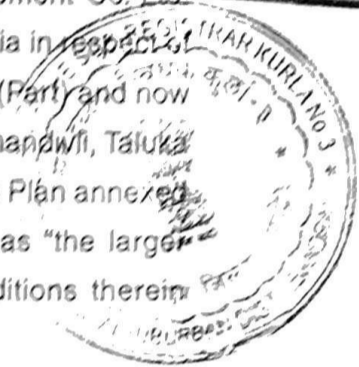
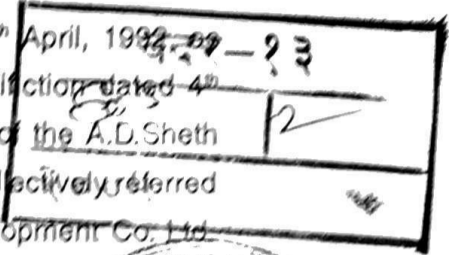
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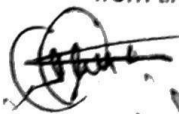
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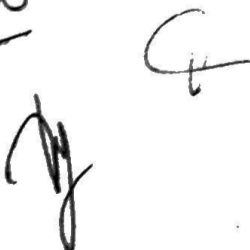
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WHEREAS:

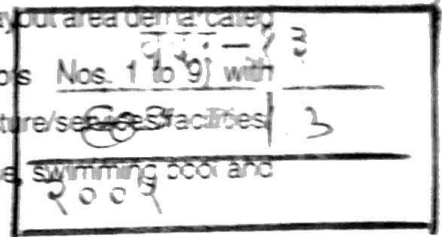
- (a) By and under a Memorandum of Understanding dated 24th April, 1992, modified by a Registered Deed of Confirmation-cum-Modification dated 4th February, 2000, Mr. Jitendra A. Sheth, Karta and Manager of the A.D. Sheth HUF, and the then members of the A.D. Sheth HUF (herein collectively referred to as "the Owners") have granted to Unique Estates Development Co. Ltd (herein referred to as "Unique") the development rights inter alia in respect of the lands bearing Survey No.6 (Part), then bearing CTS No.11(Part) and now bearing CTS Nos.11B/1A, 11B/4 (Part) and 11B/8 of Village Chandrauli, Taluka Kurla, Mumbai Suburban District and shown verged blue on the Plan annexed and marked as **ANNEXURE "A"** hereto (herein referred to as "the larger Property") for the consideration and on the terms and conditions therein contained.
- (b) The said Deed of Confirmation-Cum-Modification dated 4th February, 2000, with the said Memorandum of Understanding dated 24th April, 1992, is registered with the office of the Sub-Registrar, Mumbai at Serial No. BBJ-860/2000 on 10th February, 2000.
- (c) Unique accordingly became entitled inter alia to develop the larger Property and to construct buildings thereon and to enter into Agreements giving development rights in respect of the portions of the larger Property, as more particularly recorded in the said Memorandum of Understanding dated 24th April, 1992, and Deed of Confirmation-cum-Modification dated 4th February, 2000.
- (d) The Additional Collector & Competent Authority (ULC), Greater Bombay, has by his Order, inter alia, declared the larger property as non-vacant land under the provisions of The Urban Land (Ceiling and Regulation) Act, 1976.
- (e) A layout in respect of the larger Property as prepared by Unique has been approved by the Brihanmumbai Mahanagar Palika (BMC).
- (f) The said layout as prepared by Unique and approved by the BMC is tentative layout and is liable to be changed or revised as per the requirements of Unique and/or its successors and/or the BMC and Unique and/or its successors have reserved to them rights to alter the layout/ make variations in the entire layout or any part thereof and construct thereon such buildings and for such use as may from time to time be permitted by BMC.



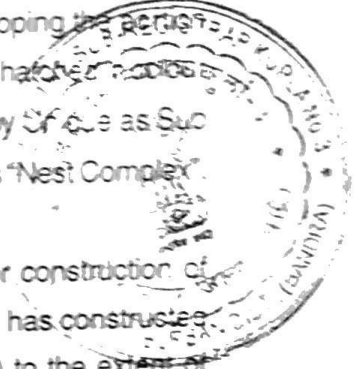

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(g) Unique has for the development of the larger property as a layout area demarcated the larger property into Sub-Plots (designated as Sub-Plots Nos. 1 to 9) with provision for internal access roads and various infrastructure/sewerage facilities amenities including recreation and garden areas, club house, swimming pool and other ancillary areas.



(h) Unique through its Division known as "Nest Developers" is developing the admeasuring about 5650 sq.mtrs out of the larger Property, shown hatched black on the said Plan ANNEXURE "A" hereto and designated by Unique as Sub Plot No. 2, by construction thereon of a building complex known as "Nest Complex".



(i) Unique has obtained approval of BMC to the building Plans for construction of Buildings "A", "B", "C", "D" and "E" on the said Sub-Plot No. 2 and has constructed the said Buildings inter alia by utilising Floor Space Index (FSI) to the extent of 9906 sq.mtrs (equivalent to 1,06,630 sq.ft.) arising from the larger Property.

(j) As represented by Unique to the Developer, Unique has complied with the terms and conditions of the ULC Order and other permissions in so far as they pertain to the construction of buildings "A", "B", "C", "D" and "E" of the said Sub-Plot No.2


(k) The Sub-Plots demarcated by Unique out of the larger Property designated as Sub-Plot No. 1 and Sub-Plot Nos. 3 to 9 are shown verged by a red colour line on the said Plan ANNEXURE "A" hereto.

(l) The said Sub-Plot No. 1 and Sub-Plots Nos. 3 to 9 (hereinafter collectively referred to as "the said lands") are yet to be developed.

(m) By and under an Agreement for Development (herein referred to as "the said Development Agreement") Unique has entrusted unto the Developer rights to develop the said lands shown on the said Plan ANNEXURE "A" hereto.

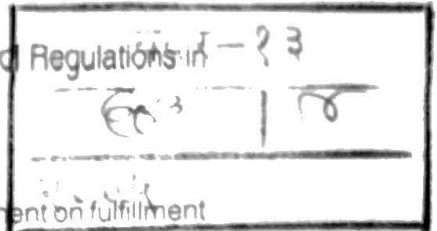
(n) The Developer is in accordance with the terms and conditions of the said Development Agreement entitled to carry out development work on the said Sub Plots as a layout area and utilising the entire Floor Space Index (FSI) including FSI of other properties by way of Transfer of Development Rights (TDR FSI) as may be permissible on the said larger property excluding the FSI utilised by the Unique on the said Sub-Plot No. 2 as recited hereinabove.

(o) The Developer accordingly is entitled to carry out development work on the Sub Plots Nos. 1 and 3 to 9 (as a layout area) and carry out construction of buildings thereon for residential use and for such other uses (including providing of convenient

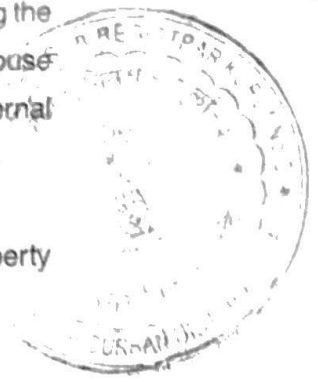

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shopping) as may be permissible under the Development Control Regulations in vogue in Brihan Mumbai.



(p) In accordance with the provisions of the said Development Agreement on fulfillment by the Developer of the relevant terms and conditions contained therein and to be fulfilled on the part of the Developer, the Developer is entitled (without affecting the layout and Plans in respect of Sub-Plot No. 2, the common garden, the club house complex, the portions falling in D.P.Road CTS No.11/B/4 part and the internal roads) at its own costs and expenses in all respects:



- (i) to revise the lay out of all the remaining area of the larger property including any of the Sub-Plot Nos. 1, 3, 4, 5, 6, 7, 8 and 9.
- (ii) to get the building Plans in respect of the buildings to be constructed thereon amended in accordance with law and in such manner as it may determine.
- (iii) to use and consume on the said land the entire TDR FSI as well as the entire balance FSI (that is other than the FSI consumed in Buildings on Sub-Plot No. 2) available in respect of the larger Property, and
- (iv) to decide at its discretion the quantum of FSI and/or the TDR FSI to be utilised in the construction to be put up on each of the said Sub-Plot and/or on different portions of the said land.

(q) The Developer has informed the Purchaser that the Developer has reserved to it the right to make changes in the layout in respect of the said lands from time to time as determined by the Developer at its discretion and to get the revised layout approved from BMC and other concerned authorities.

(r) In the meanwhile and pending the Developer obtaining approval of such revised layout, the Developer has commenced construction on Sub-Plot No. 7 of one building having seven wings and that on the revised layout of the said lands being approved by BMC the development as shall have been carried out by the Developer on the said Sub-Plot No. 7 shall dovetail into the entire revised layout to be got approved by the Developer as aforesaid and shall accordingly form part of the development of the revised layout.

(s) The Building to be now constructed by the Developer on a portion of the said Sub Plot No. 7 as aforesaid is herein referred to as "the said Building" and the said


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Building to be known as "LAKE FLORENCE" and at present envisaged will comprise of seven wings being Wings A, B, C, D, E, F and G.

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(t) The building Plans in respect of the said Building to be known as "Lake Florence" are approved by BMC under I.O.D No. CE/3628/BPES/AL and amended Plans are approved on 19.03.2004, and the Commencement Certificate in respect of the said Building is re-endorsed on 29.03.2004.

(u) The Developer has informed the Purchaser and the Purchaser is aware that the Developer will carry out development/construction work on the said Sub-Plot No. 7 more particularly described in the First Schedule hereunder written as per the revised layout to be got approved by the Developer from BMC and other Concerned Authorities as aforesaid with such modifications to be made thereto by the Developer as it may determine from time to time and the development work shall be carried out in such phases as the Developer may from time to time determine and the Purchaser confirms that he/she/it has accepted the said right of such Developer and the Developer will be entitled to carry out the development work accordingly.

(v) The Developer has informed the Purchaser and the Purchaser is aware that the said Building which is being constructed by the Developer is to form part of the revised layout.

(w) The Purchaser has requested the Developer to sell to the Purchaser on ownership basis Flat No. 1001 on the 10th Floor in D Wing of the said Building to be known as "Lake Florence" (herein referred to as "the said Flat").

(x) The title of the Owners in respect of the larger property, viz., the A.D.Sheth HUF is **duly investigated** by M/s. Kirit N.Damania & Co, Advocates & Solicitors who have found the same to be clear and marketable. Hereto annexed and marked Annexure B, C, D and F, respectively, are;

- (i) Certificate of title, dated 07th February, 2004, issued by Messrs. Kirit N. Damania & Co, certifying the title of the Owners to the larger Property as being clear and marketable.
- (ii) Property Register Card/s in respect of the larger Property.
- (iii) I.O.D. / amended approval and Commencement Certificate in respect of the Building to be known as "Lake Florence".
- (iv) The floor Plan in respect of the floor of the wing of the said Building

in which the said Flat to be purchased by the Purchaser pursuant to this Agreement is located.

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(y) The Purchaser is aware that the Developer has reserved to itself and the Developer is entitled to make such changes in the layout (proposed revised layout) in respect of the said lands in such manner as it may determine and the Purchaser hereby gives his/her/its irrevocable consent to the Developer so amending the said layout (revised layout) and/or making such amendments/ modifications thereto from time to time as may be deemed essential and necessary by the Developer in its absolute discretion.

(z) The total consideration money agreed to be paid by the Purchaser to the Developer for the purchase of the said Flat is Rs 24,64,500 (Rupees Twenty four lac sixty four thousand five hundred Only) and the same is to be paid by the Purchaser to the Developer by installments as hereinafter mentioned.

(aa) The Purchaser has demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents of title relating to the larger property, the Development Agreement, the Plans, designs and specifications prepared by the Developers' Architects and such other documents as are specified under The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules made thereunder.

(bb) This Agreement is restricted and limited to the said Flat in the said Building to be known as "Lake Florence" to be developed by the Developer on the said Sub-Plot No. 7.

(cc) The Developer is entering into separate agreements with several other persons and parties for sale of Flats in the said Building.

(dd) The Developer shall execute separate agreements with the persons desiring to purchase flats in the other buildings to be constructed by the Developer on the said layout area/revised layout area (i.e. the said Sub-Plots and the said lands).

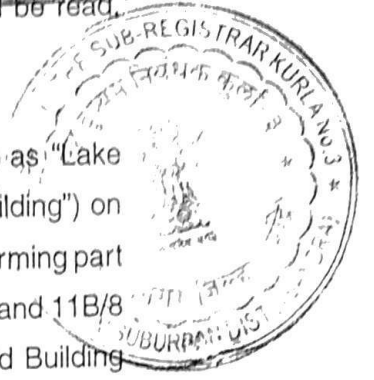
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NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN
THE PARTIES HERETO AS UNDER:

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1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for Sale shall be read, understood and construed accordingly.

2. The Developer shall construct a multi-storeyed building to be known as "Lake Florence" and having Seven Wings (herein referred to as "the said Building") on Sub-Plot No. 7 described in the First Schedule hereunder written and forming part of the layout of the larger Property bearing CTS No. 11/B/1A, 11B/4 (pt) and 11B/8 of Village Chandivli, Taluka Kurla, Mumbai Suburban District. The said Building shall contain residential Flats and car parking spaces.



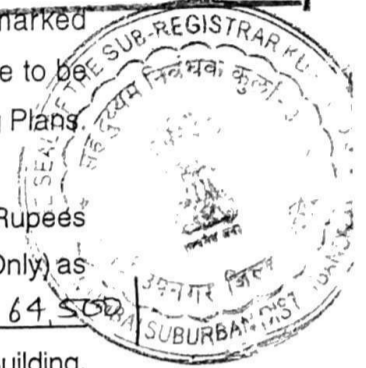
3. The said Building shall be constructed by the Developer in accordance with the Building Plans prepared by the Architect Mr. R. V. Joshi and sanctioned by the Concerned Authorities as aforesaid with such modifications and/or amendments thereto as the Developer may incorporate therein from time to time. The amenities and specifications according to which the said Building is to be constructed and the amenities and specifications to be provided in all the Flats in the said Building shall be as per the particulars given in the Second Schedule hereunder written.

4. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/itself about the title of the Owners to the larger property (of which the said land described in the First Schedule hereunder written forms part) and the Purchaser shall not be entitled to further investigate the title of the Owners and no requisition or objections shall be raised upon any matter relating thereto. A copy of the Certificate of Title given by Messrs. Kirit N. Damania & Co., Advocates and Solicitors, is hereto annexed and marked ANNEXURE "B".

5. The Developer shall sell to the Purchaser Flat No. 100 on the 10th Floor in Wing D in the said Building to be known as "Lake Florence" now being constructed on the said Sub-Plot No. 7 (herein referred to as "the said Flat"). The Plan in respect of the said Flat is hereto annexed and shown hatched in red colour marked as ANNEXURE "F".

6. The built-up area of the said Flat is 73.20 sq. mtrs. inclusive of the enclosed balconies. The common areas and facilities for the said Building i.e. relative common areas and facilities for the said Building, percentage of the share of the said Building in the said lands and in the other common facilities of the layout of the said lands,

relative common areas and facilities for the said Flat, percentage of undivided interest १३
of the said Flat in the common areas and facilities of the said Building as also the ६९
percentage of undivided interest of the said Flat in the restricted common areas १७
and other facilities provided on the floor on which the same is located २०
particulars thereof as given in the Annexure hereto annexed and marked
ANNEXURE "E". The aforesaid percentages are tentative and are liable to be
increased or decreased in the event of there being changes in the Building Plans.



7. The Purchaser shall pay to the Developer the sum of Rs. 24,64,500/- (Rupees
Twenty four lac sixty four thousand five hundred Only) as
the purchase price in respect of the said Flat. The purchase price of Rs. 24,64,500/-
is inclusive the proportionate price of common areas and facilities of the said Building.
The said purchase price shall be paid by the Purchaser to the Developer as per the
instalments as under:-

- (a) Rs. 1,50,000/- paid as earnest money;
- (b) Rs. 19,56,300/- as further part payment on or before the 28th Jan, 2005, time being the essence of contract;
- (c) Rs. /- to be paid on the completion of Plinth of the said Building;
- (d) Rs. /- to be paid on casting of the First Slab of the said building;
- (e) Rs. /- to be paid on casting of the Second Slab of the said building;
- (f) Rs. /- to be paid on casting of the Third Slab of the said building;
- (g) Rs. /- to be paid on casting of the Fourth Slab of the said building;
- (h) Rs. /- to be paid on casting of the Fifth Slab of the said building;
- (i) Rs. /- to be paid on casting of the Sixth Slab of the said building;

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(x) Rs. _____/-

to be paid on casting of the Twenty First Slab of the said building;

(y) Rs. _____/-

to be paid on casting of the Twenty Second Slab of the said building;

(z) Rs. 70,800/-

to be paid on completion of brick work in the said building;

(aa) Rs. 70,800/-

to be paid on the completion of plaster (both internal and external) in the said building;

(bb) Rs. 70,800/-

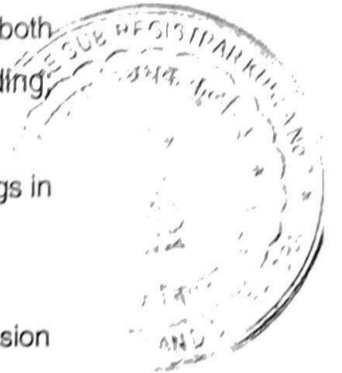
to be paid on the completion of floorings in the said building;

(cc) Rs. 1,45,800/-

to be paid against the delivery of possession of the said Flat.

Rs. 24,64,500/-

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It is specifically agreed that the apportionment of the proportionate price of common areas and facilities is notional and the same is not subject to change even if the percentage of undivided share of the said Flat in the common areas and facilities increase or decrease the intent of the parties being that the said Flat is agreed to be sold to and is agreed to be purchased by the Purchaser with all the appurtenant rights as herein provided for the lump sum of Rs. _____/- (Rupees _____ Only).

8. It is expressly agreed and the Purchaser is aware that as a result of changes in the building Plans of the said Building the share of the said common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such changes in the said share and hereby expressly authorises the Developer to so increase or decrease the said share of the Flat and/or of the Purchaser in the said common areas and facilities of the said Building and/or in the said land and the Purchaser hereby irrevocably agrees to accept the share as changed as aforesaid.

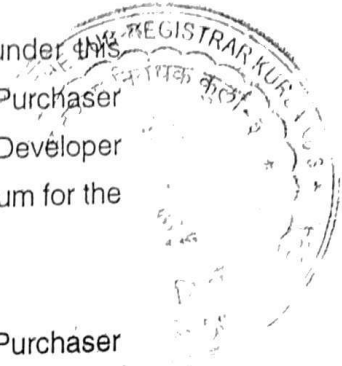
9. It is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the purchase price as set out in Clause 7 above shall be of the essence of the contract. In the event of the Purchaser making any default in payment of any installment of the purchase price on its due date the Developer 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


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Developer (but without any interest, compensation, damage or cost) Sixty days after the termination of this Agreement and the Developer will be entitled immediately after the termination of this Agreement to sell and/or dispose of the said Flat in favour of any other party and the Purchaser herein will have no right to object to such sale/disposal of the said Flat by the Developer. The earnest money shall stand forfeited to the Developer.

10. Without prejudice to the above and the Developer's other rights under this Agreement and/or in law, the Developer may at its option accept from the Purchaser the payment of the defaulted instalment/s on the Purchaser paying to the Developer interest on the defaulted instalment/s at the rate of 18 per cent per annum for the period for which the payment has been delayed.



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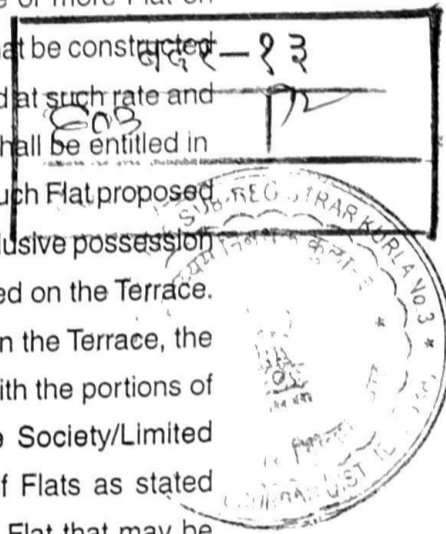
The possession of the said Flat shall be given by the Developer to the Purchaser on or before the 31st day of MARCH 2006 subject to the availability of cement, steel, water and other building materials and subject to strikes, civil commotion or any Act of God such as earth quake, flood or any other natural calamity and acts or other causes beyond the control of the Developer. If the Developer shall fail to give possession of the said Flat on the aforesaid date and/or such further date as may be mutually extended then it shall be at the option of the Purchaser to terminate this Agreement in which event the Developer shall forthwith on demand refund to the Purchaser all the monies paid by the Purchaser to the Developer herein together with simple interest at the rate of 9 per cent per annum from the date of the receipt of the respective amounts by the Developer. The Purchaser shall accept the amounts so refunded/paid by the Developer in full satisfaction of all its claims hereunder and under the law against the Developer.

12. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said land or the said Building or any part thereof including the said Flat. It is agreed by and between the parties that conferment of the relative rights shall take place on the execution of the Conveyance/ Lease in favour of a Co-operative Society/ Limited Company/ execution of the Deed of Apartment as hereinafter mentioned.

13. The Purchaser shall have no claim save and except in respect of the Flat agreed to be sold to him/her/it. All open spaces, lobbies, terrace and other Flats in the said Building will remain the property of the Developer until the said Building is transferred to the proposed Co-operative Society/Limited Company / until execution of the Deed of Apartment as hereinafter mentioned, subject however, to the rights of the Developer as herein stated.

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14. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said Building shall always belong to the Developer and it shall be entitled to deal with and dispose of the same in such manner as it may deem fit. In the event of the Developer obtaining permission from the Concerned Authorities for constructing one or more Flat on the Terrace then the Developer shall be entitled to sell such Flat that be constructed by it on the Terrace together with the Terrace to such persons and at such rate and on such terms as the Developer may deem fit. The Developer shall be entitled in that event to allow use of such entire terrace to the Purchaser of such Flat proposed or constructed on the Terrace and the Terrace shall then be in exclusive possession (as owner) of the Purchaser of such Flat proposed or constructed on the Terrace. In the event of the Developer constructing more than one Flat on the Terrace, the Developer shall be entitled to sell the concerned Flat together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society/Limited Company / Condominium to be formed by the Purchaser of Flats as stated hereinafter shall admit as its members the purchasers of such Flat 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 water storage tank on the Terrace with the exclusive right to storage tank for the said building being constructed or any other common facility being provided on the Terrace then the Society/Limited Company 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 Flat on the Terrace and the Society/Limited Company/ Condominium.

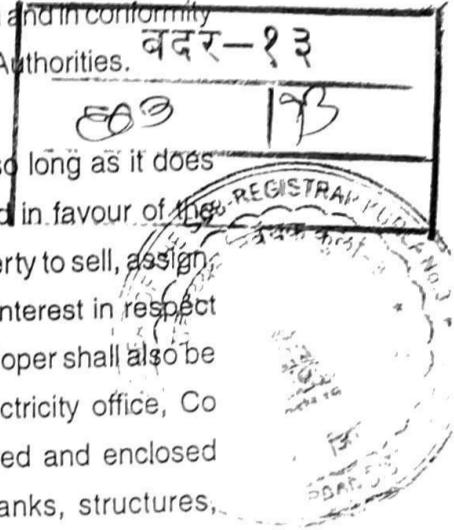


15. It is hereby expressly agreed that the Developer shall be entitled to sell the Flats in the said building for the purpose of using the same as residence and the Purchaser shall be entitled to use the said Flat agreed to be purchased by him/her/it accordingly and similarly the Purchaser shall not object to the use of the other Flats in the said Building for the aforesaid purposes by the respective purchasers thereof.

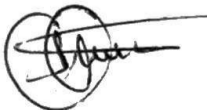
16. Until execution of the Conveyance/Lease Deed/Deed of Apartment as herein mentioned the Developer shall have full right, if so permitted by the Concerned Authorities, to make additions to the said Building and such additions (additional construction) shall be the property of the Developer. The Developer shall be entitled to dispose of such additional constructed area (including additional floors) in such manner as it may deem fit. It is expressly agreed and confirmed by the Purchaser that the right of the Developer to put up additional floors on the said Building is an integral part of this contract for the sale of the said Flat to the Purchaser and the Purchaser hereby expressly agrees that he/she/it will not in any manner object to the Developer carrying out any additional construction on the said Building. The

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(Signature)

Purchaser hereby gives his/her/its irrevocable consent to the Developer carrying out construction of additional floors/areas on the said Building 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.

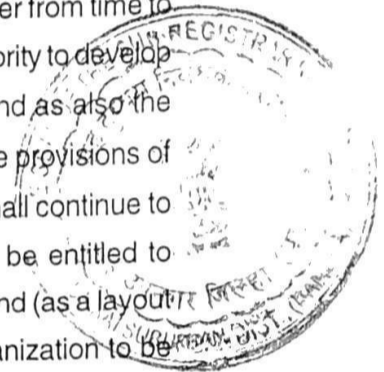


17. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said Flat the Developer shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its right, title or interest in respect of the said land and/or any portion or portions thereof. The Developer shall also be free to construct additional structures like sub-station for electricity office, Co operative Societies' Office, 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 land. The Purchaser shall not interfere with the rights of Developer by raising any disputes or Court Injunctions under Sections 7 and 7A of The Maharashtra Ownership Flats Act, 1963, and/or under any other provision of any other applicable law. The Developer 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 Authorities under any law concerning construction of buildings for implementation of their scheme for development of the said land as lay out area as hereinstated.
18. The said building shall be constructed and completed in accordance with the Plans and specifications as approved by the Concerned Authorities as aforesaid with such modifications thereto as may be made by the Developer as set out in this Agreement.
19. The Developer shall in respect of any consideration amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement have first lien and charge on the said Flat agreed to be allotted to the Purchaser.
20. It is expressly agreed that the Developer will not execute any document of transfer (whether by way of conveyance/lease/submitting the said lands and/or parts thereof to the provisions of The Maharashtra Apartment Ownership Act, 1970, and consequently execution of Deed of Apartment of each unit in such building) till the said land shall have been fully developed as per said proposed revised layout (with modifications made/to be made thereto by the Developer as aforesaid) and until then the Purchaser and/or any society and/or association formed by the purchasers of Flats in the said Building will have no right to require the Developer to execute


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and/or cause to be executed in favour of the Purchaser and/or the Developer any Deed of Transfer including conveyance/lease in favour of such Co-operative Society/ Limited Company or to execute Deed of Apartment in respect of each unit in the said Building and all such documents of transfer shall contain such provisions and covenants as shall be deemed necessary and expedient by the Developer's Advocates & Solicitors Messrs. Kirit N. Damania & Co, for the purpose of safeguarding the rights of the Developer to carry out development work in respect of the entire layout area (i.e. the said land) as per the said revised layout as may be got approved by the Developer and as may be modified by Developer from time to time as aforesaid and that the Developer shall have full right and authority to develop the said land and the entire Floor Space Index (FSI) of the said land as also the additional FSI that may be obtained by way of TDR and/or under the provisions of the Development Control Regulations applicable to the said land shall continue to be under the Ownership and control of the Developer who shall be entitled to utilize the same for its benefit in course of development of the said land (as a layout area) and the Purchaser and/or the Society and/or any other organization to be formed for the said building as aforesaid shall have no right of any nature whatsoever in respect thereof.

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21. So long as the various Flats in the said building shall not be separately assessed by Local Body for the purpose of property taxes and rates the Purchaser shall pay the proportionate share of such taxes and rates assessed on the whole building. The Purchaser shall tentatively pay Rs. 1770 /- per month to the Developer for the above. The Purchaser shall on and from the date the Developer offers possession of the said Flat to the Purchaser and also from time to time be bound and liable to pay to the Developer the proportionate share of the Purchaser towards the maintenance and outgoings a tentative sum of Rs. 664 /- per month in respect of the said Building as may be determined by the Developer from time to time.

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22. The Developer shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold flats. In case the Conveyance or any other document of Transfer is executed in favour of the Co-operative Society / Limited Company before the disposal of by the Developer of all the flats, then in such case, the Developer shall join in such Society and as and when such Flats are sold to the persons of the choice and at the discretion of the Developer, the Co-operative Society shall admit as members the purchasers of such Flats without charging any premium or any other extra payment and/or any transfer fee by whatever name called.

23. Since the portion of the said land on which the said Building is being constructed forms part of the layout area, the Developer may instead of executing conveyance

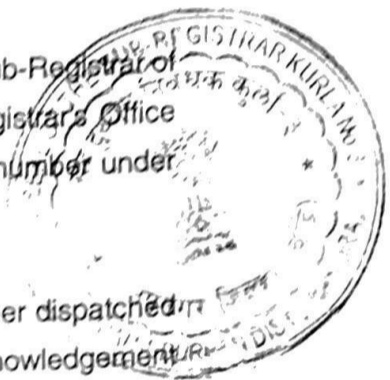
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a annual rent of Re1/- in respect of the land on which the plinth of the said building shall have been constructed and the surrounding land as determined by the Developer.

38. The Developer may instead of forming Society/Limited Company submit the portion of the land on which the plinth of the said Building is constructed and the surrounding land as determined by the Developer in its discretion and the said Building to the provisions of The Maharashtra Apartment Ownership Act, 1970, in which case of Developer shall execute Declaration as per Section 2 of the said Act and shall execute (jointly with the Owner) Deed of Apartment in respect of each unit in the said Building in favour of its Purchaser.

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39. The Purchaser will lodge this Agreement for Registration with the Sub-Registrar of Assurance at Mumbai and the Developer will attend the Sub-Registrar's Office and admit execution thereof after the Purchaser informs it of the number under which it is lodged for Registration by the Purchaser.



40. All letters, circulars, receipts and/or notices issued by the Developer dispatched under Certificate of Posting and/or by Registered Post With Acknowledgement Due and/or By Courier 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 Developer. For this purpose, the Purchaser has given the following address:

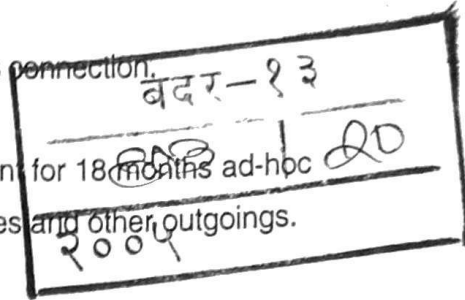
Mr. Badruddin Abuobaker Khay
Kodvi Manzil Flat NO. 5, 6 7.
D wing Near Sheetal Cinema
Kurla, Mumbai - 400070.

41. The Purchaser shall at the time of making payment of the instalment mentioned in Clause 7 (cc) pay to the Developer the following amounts:-

- i. Rs. 2,500/- lumpsum amount of legal charges for this Agreement.
- ii. Rs. 2,500/- lumpsum amount of charges for the formation of the Society.
- iii. Rs. 450/- for share money, application and entrance fee of the Society;
- iv. Rs. 22,125/- towards development charges.

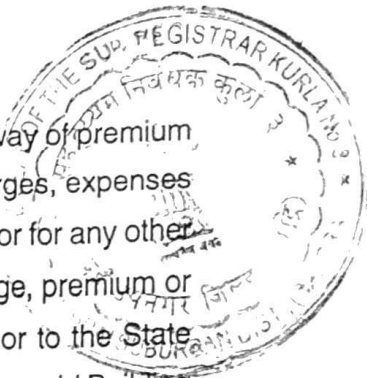

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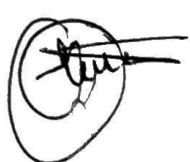
- v. Rs. 10,000/- towards electric meter and water meter charges.
- vi. Rs. 5,000/- towards piped natural gas connection.
- vii. Rs. 43,808/- towards advance payment for 18 months ad-hoc basis for assessment taxes and other outgoings.
- viii) Rs. 9,000/- towards advance payment for 18 months ad-hoc basis for maintenance charges of common amenities including the Club House Complex.
- Rs 95,383/-




In case there shall be a deficit in this regard, the Purchaser shall forthwith on demand pay to the Developer his/her/its proportionate share to make up such deficit.

42. The Purchaser hereby agrees that in the event of any amount by way of premium or other charges or fire cess or betterment and development charges, expenses for the purpose of obtaining water connection for the said Building or for any other purpose in respect of the said Building or any other tax, levy, charge, premium or payment of a similar nature is paid to the Municipal Corporation or to the State Government or becoming payable by the Developer in respect of the said Building the same shall be reimbursed by the Purchaser to the Developer in proportion in which the area of the said Flat agreed to be acquired by the Purchaser shall bear to the total built up area available for construction on the said land and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser.
43. It is further agreed between the Developer and the Purchaser at the time of execution of Conveyance/Lease in favour of the Co-operative Society/ Limited Company, the Purchasers and/or the said Society shall reimburse to the Developer IOD deposits and other refundable deposits paid by the Developer in respect of the said Building and the other Buildings for which Society/ Limited company shall have been formed.
44. The Deed of Conveyance/Lease Deed and other documents for transferring the title in favour of the said Society in respect of the said larger Property/portion thereof as aforesaid and the said Building shall be prepared by M/s. Kirit N. Damania & Co., and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the rights of the Developer to carry out development of the said land by the Developer.
45. Any delay or indulgence by the Developer in enforcing the terms of this Agreement




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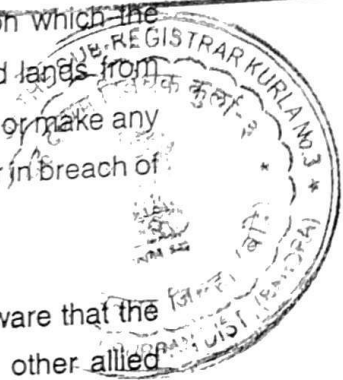
or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Developer of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Developer.

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46. The Developer shall be entitled to alter the terms and conditions of the Agreement relating to the sale of the unsold Flats in the said Building of which the aforesaid Flat forms part and the Purchaser shall have no right to object to the same.

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47. The Purchaser has read and is fully aware of the terms and conditions recorded and contained in the Development Agreement subject to and upon which the Developer has obtained Development Rights in respect of the said lands from Unique and the Purchaser agrees and undertakes not to do anything or make any claim or demand of any nature whatsoever which is contrary to and/or in breach of the Development Agreement.



48. The Developer has informed the Purchaser and the Purchaser is aware that the Developer has made provision for the Club House Complex and other allied recreation area in the layout of the said land. The Purchaser of Flats in the Nest Complex are entitled to have the benefit of the said Club House and allied recreation area facilities as set out in the said Development Agreement. The Developer hereby confirms that the purchasers of Flats in all the buildings on the said land (layout area) alongwith the purchasers of Flat in Nest Complex shall be entitled to avail of the facilities of the Club House and the other allied recreation facilities in the lay out area. The Club House and the allied recreation area are to be managed by an Apex Body to be formed for the said larger Property and all the purchasers of Flats shall have to abide by the laws and other terms and conditions as may be prescribed by the Developer in the first instance and thereafter by the Apex Body while availing of the facilities provided in the Club House and other allied recreation area. The use of the Club House and the allied recreation area facilities by the purchasers of flats in the buildings on the said lands shall be subject to the payment by them of such maintenance charges and other outgoings as are, from time to time, determined by the Developer and the compliance of the rules and regulations framed by the Developer / its successor/s-in-title in relation to the use of the Club House and the allied recreation area facilities.

49. It is unconditionally and irrevocably agreed and understood by and between the Parties hereto that the membership, if any, to the Club House Complex and/or the allotment, if any, of Car Parking Space/s is / are and shall always be an addendum to this Agreement. In the event of the Purchaser desiring to transfer the benefit of this Agreement For Sale and/or desiring to dispose of the Flat, then and in that

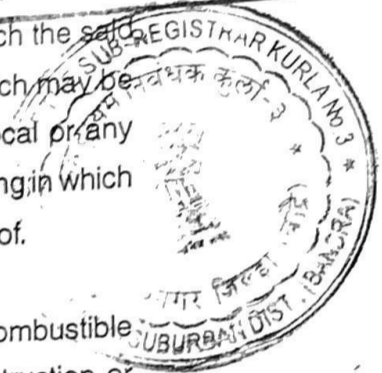
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event, the membership, if any, to the Club House Complex and/or the allotment, if any, of Car Parking Space/s shall automatically be transferred in favour of the proposed Transferee and/or the proposed new Purchaser, as the case may be.

50. The Purchaser himself with intention to bind all persons into whose hands the said Flat may come, doth hereby covenant with the Developer as follows:

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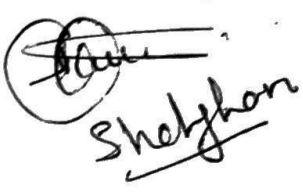
(a) To maintain the said Flat at Purchaser's costs in good tenable repair and condition from the date the possession of the said Flat is taken and shall not do or suffer to be done anything in or to the Building in which the said Flat is situated, and also in the stair-case or any passages which may 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 Flat is situated and the said Flat itself or any part thereof.

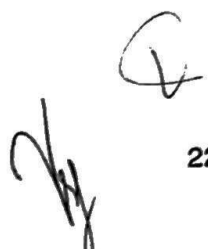


(b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are 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 Flat 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 own costs all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the Developer in which the said Flat is situated or the said Flat 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 consequences thereof to the concerned local authority and/or other public authority.

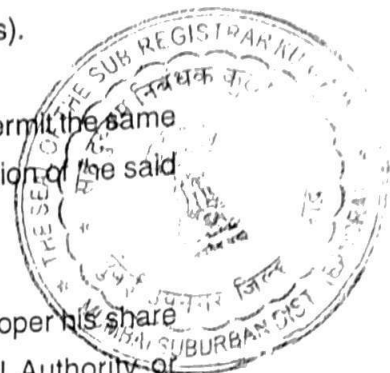
(d) Not to demolish or cause to be demolished the said Flat or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drains and pipes in the said Flat and appurtenances thereto in good tenable repair and condition and in particular so as to support,


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shelter and protect the other part of the said Building and the Purchaser shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said Flat without the prior written permission of the Developer and/or the Co-operative Society. In case on account of any alterations being carried out by the Purchaser in the said Flat (whether such alterations are permitted by the Concerned Authorities or not) there shall be any damage to the adjoining Flat or to the Flat situated below or above the said Flat (inclusive of leakage of water and damage to the drains) the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages).

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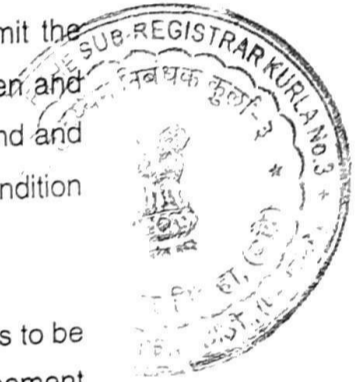
- (e) Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the said Building.
- (f) Pay to the Developer within 7 days of demand by the Developer his share of security deposit demanded by the Concerned 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 Flat by the Purchaser.
- (h) The Purchaser shall not let, sub-let, transfer, assign, or part with Purchaser's interest or benefit factor of this Agreement or the said Flat or part with the possession of the said Flat or any part thereof until all the dues payable by the Purchaser to the Developer 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 Developer for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developer.
- (i) The Purchaser shall observe and perform all the rules and regulations which the Co-operative Society and/or the Apex Body 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 Flat therein and all the common facilities/common infrastructure in the layout area and for the observance and performance of the Building rules,


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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 regarding the occupation and use of the said Flat 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 and/or as prescribed from time to time by the Society as also the Apex Body.

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(j) Till Deed of Conveyance/Lease Deed in respect of the portion of the said land and the said Building is executed the Purchaser shall permit the Developer and his 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 recitals thereof). If the Purchaser neglects, omits or fails to pay for any reason whatsoever to the Developer the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof 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 Developer shall be entitled to re-enter upon and resume possession of the said Flat and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Developer's entry on the Flat as aforesaid all the right, title, and interest of the Purchaser in the said Flat and under this Agreement shall cease and the Purchaser shall also be liable for immediate ejection as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said Flat. In that event, all the moneys paid herein by the Purchaser (except the earnest money and the outgoings apportionable to the said Flat till the date of such termination) shall after Sixty days of such termination be refunded by the Developer to the Purchaser. The earnest money shall stand forfeited to the Developer.

51. All costs, charges and expenses in connection with this Agreement for Sale including Stamp Duty and Registration Charges shall be borne by the Purchaser alone.

52. All costs, charges and expenses in connection with preparation, engrossing,


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stamping and registering Conveyance/Lease Deed and any other documents required to be executed by the Developer the Owner/ Unique or by the Purchaser in pursuance hereof including stamp and registration charges in respect of such documents transferring land and Building in favour of the Co-operative Society Limited Company/the Deed of Apartment as well as the entire professional costs of the Advocates of the Developer in preparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of such Society and/or the Purchaser. The Developer, the Owners and/or Unique shall not contribute anything towards such expenses. The Purchaser shall on demand pay to the Developer its proportionate share in regard to the above. The amount payable under this Clause is in addition to the amount as mentioned in Clause 44 above.

in respect of such documents
Co-operative Society
professional costs
all such documents
members of such

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Sub-Plot on which the Building to be known as "Lake Florence" is to be constructed)




All that land admeasuring about 9309 square metres or thereabouts designated as and being Sub-Plot No. 7, being Survey No.6 (Part), then bearing CTS No.11 (pt) and now bearing CTS Nos. 11B/1A, 11B/4 (part) and 11B/8 of Village Chandivli, Taluka Kurla, Mumbai Suburban District and shown hatched in colour red on the Plan annexed and marked as ANNEXURE "A" hereto and which Sub-Plot No. 7 is bounded as follows, that is to say on or towards

- The North : Partly by Sub-Plot No. 8 and partly by CTS No.10;
- The South : Partly by internal road and partly by Sub Plot No. 5;
- The East : Partly by CTS No.11B/10 and partly by CTS No.11B/11;
- The West : By internal road.

THE SECOND SHEDULE ABOVE REFERRED TO

LIST OF AMENITIES AND SPECIFICATIONS:

1. Granamite / Vitrified flooring in the entire flat.
2. Granite Kitchen platform with stainless steel sink and a service platform with 4' height glazed tile dado above platform, with modular kitchen cabinets.


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3. Coloured anodized aluminium sliding windows with granite sills.

4. Safety grills in all flats.

5. Main door of Teak Veneer with additional safety door.

6. All internal doors shall be flush doors oil painted from inside and melamine polished / laminate finished from outside with brass / steel fittings.

7. Internal walls of flats to be spray plastered smooth finished with acrylic paint and P.O.P. cornice in the living room.

8. Designer tiles upto door height in all toilets with granite window sills and boiler and shower in the master toilet.

9. Concealed plumbing and copper wiring.

10. Cable TV and Telephone points in each flat.

11. Video door phone with intercom facility.

12. Kitchen will be equipped with a hub, chimney and water purifier.

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IN WITNESS WHEREOF, the Developer and the Purchaser have hereunto set and subscribed their hand and seal the day and year first hereinabove written:

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SIGNED AND DELIVERED BY THE WITHINNAMED "DEVELOPER" EKTA SUPREME HOUSING BY THE HAND OF ITS PARTNERS
(1) VISHAL S. JUMANZ
AND
(2) _____
IN THE PRESENCE OF _____

FOR EKTA SUPREME HOUSING,

Vishal S. Jumanz
PARTNERS



Shahjahan
PARTNERS

SIGNED AND DELIVERED BY THE WITHINNAMED "PURCHASER" MR/MS/MRS/MESSRS. Bachuddin Aboobaker Khan & Shahjahan Bachuddin Khan

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser the sum of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand Only) being the amount of earnest money or deposit paid by him/her to us by Cash/Cheque No. _____ dated _____ drawn on _____ Bank.

WE SAY RECEIVED For EKTA SUPREME HOUSING

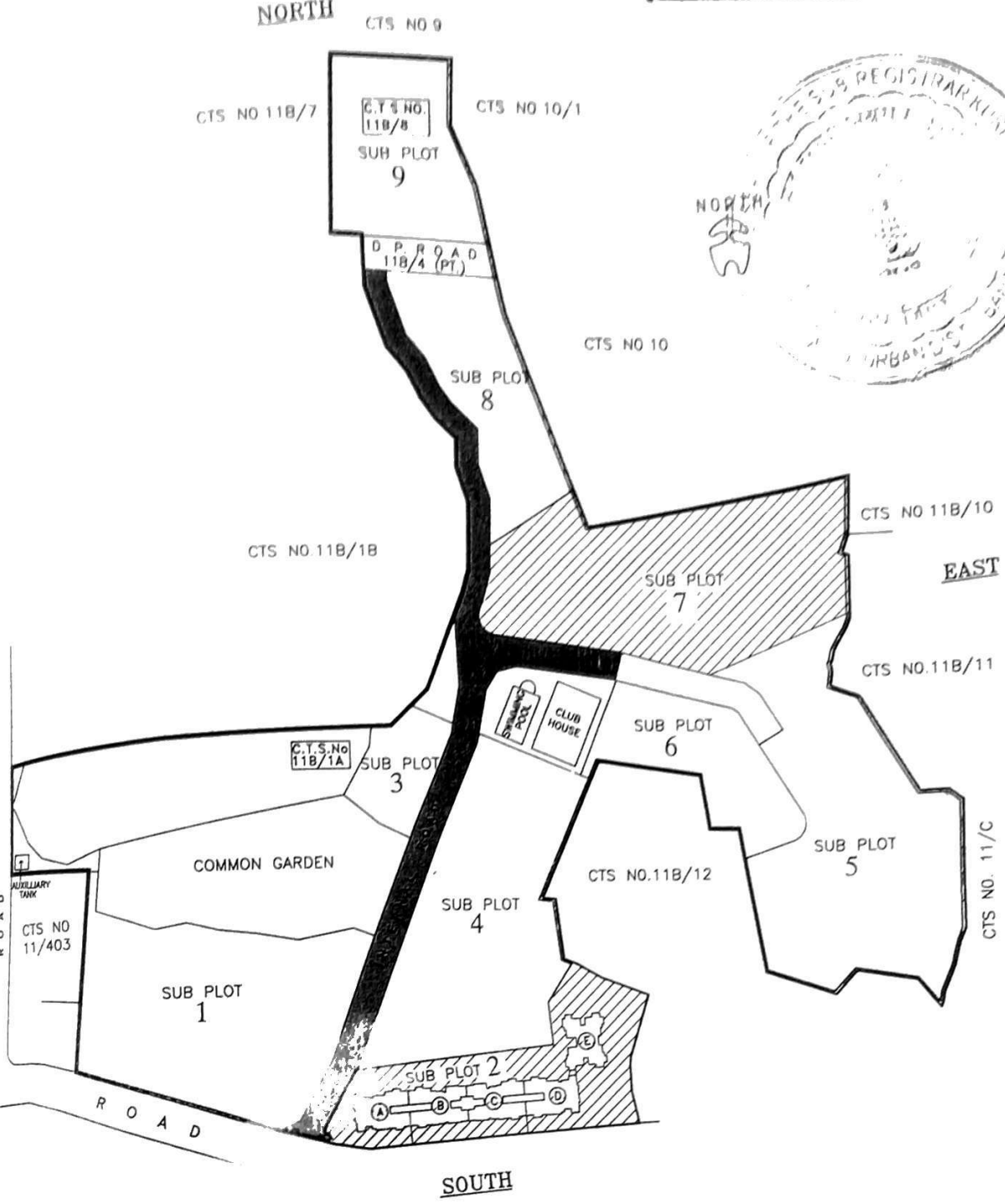
Vishal S. Jumanz
PARTNERS

WITNESSES:

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ANNEXURE - A

NORTH



BLOCK PLAN

- NOTES:
- * LARGER PROPERTY BEARING C.T.S. NO. 11B/1A, 11B/4 (PT.) & 11B/8 AT CHANDIVALI IS SHOWN VERGED BLUE.
 - * SUB-PLOT 2 SHOWN HATCHED BLACK.
 - * THE SAID LANDS BEARING C.T.S. NOS. 11B/1A, 11B/4 (PT.) & 11B/8 AT CHANDIVALI EXCLUDING SUB-PLOT 2 ARE SHOWN VERGED BURNT SIENNA.
 - * SUB-PLOT 7 UNDER DEVELOPMENT MEASURES ABOUT 8,994.87 SQ.M. SHOWN HATCHED RED.
 - * INTERNAL ROAD SHOWN SHADED BURNT SIENNA. (NOT SUBJECT TO CHANGE)
 - * THE LAYOUT IS SUBJECT TO REVISIONS/CHANGES AS PER THE REQUIREMENTS OF UNIQUE ESTATES DEVELOPMENT COMPANY LTD./THE DEVELOPERS/B.M.C.
 - * ANCILLARY STRUCTURES NOT SHOWN.
- PROPERTY BEARING C.T. S. NOS. 11B/1A, 11B/4 (PT.) AND 11B/8 AT CHANDIVALI.

ANNEXURE - B

KIRIT N. DAMANIA & CO.
ADVOCATES & SOLICITORS



बदल-१३
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Telephone : 262 3317
Office : 282 5965
287 2908 (Fax)
Resi. : 497 4503
E-mail : [REDACTED]
kiritndamania@vsnl.net

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

TITLE CERTIFICATE

Re: Property being land bearing CTS No.11B/1A admeasuring 73,692.1 sq.mtrs., and CTS No.11/B/8 admeasuring 4289.3 sq. mtrs. situate at Chandivali in Taluka Kurla, Brihan Mumbai in the registration district and sub-district Mumbai City and belonging to A.D. Sheth HUF.

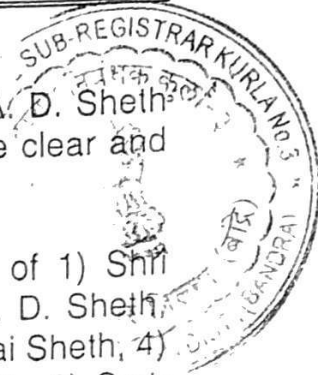
This is to certify that we have investigated the title of the A. D. Sheth HUF to the above property and have found the same to be clear and marketable and free from encumbrances.

As on 24th April, 1992, the A. D. Sheth HUF. consisted of 1) Shri Jitendra Amritlal Sheth being the karta and Manager of A. D. Sheth HUF, 2) Shri Narendra Amritlal Sheth, 3) Shri Jatin Manubhai Sheth, 4) Shri Samir Jitendra Sheth, 5) Smt. Shanta Manubhai Sheth, 6) Smt. Leena Jitendra Sheth, 7) Smt. Rama Narendra Sheth, 8) Smt. Purna Jatin Sheth, 9) Master Amar Jatin Sheth and 10) Master Rishabh Jatin Sheth.

As on that date Master Amar Jatin Sheth and Master Rishabh Jatin Sheth were minors and they have since attained majority.

Under the Memorandum of Understanding dated 24th April, 1992 Shri Jitendra Amritlal Sheth as the karta and manager of the A. D. Sheth HUF and all the above members of the said A. D. Sheth HUF have granted development rights in respect of the above property to Unique Estates Development Co. Ltd.

Thereafter a Deed of Confirmation-cum-Modification dated 4th February, 2000 is executed by and between 1) Shri Jitendra Amritlal Sheth for self and as the karta and Manager of A. D. Sheth HUF 2) Shri Narendra Amritlal Sheth 3) Shri Jatin Manubhai Sheth 4) Shri Samir Jitendra Sheth 5) Smt. Shanta Manubhai Sheth 6) Smt. Leena Jitendra Sheth 7) Smt. Rama Narendra Sheth 8) Smt. Purna Jatin Sheth 9) Smt. Palak Samir Sheth 10) Shri Amar Jatin Sheth 11) Shri Rishabh Jatin Sheth and 12) Miss Tanisha Samir Sheth on the one hand and
..... 2/-



K. Damania & Co.
ATTORNEYS & SOLICITORS

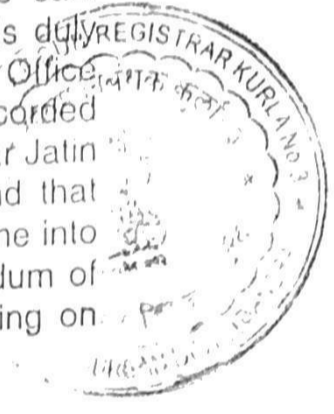


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बदर-१३
२०३ | ३०

Unique Estates Development Co. Ltd. on the other hand whereby the said Memorandum of Understanding dated 24th April, 1992 is declared to be valid and subsisting.

The said Deed of Confirmation-cum-Modification to which the said Memorandum of Understanding dated 24th April, 1992 (which is duly stamped) is annexed, is registered at the Mumbai Sub-Registry Office under Serial No. BBJ-860/2000 on 10th February, 2000. It is recorded in the said Deed of Confirmation-cum-Modification that Shri Amar Jatin Sheth and Shri Rishabh Jatin Sheth had attained majority and that Smt. Palak Samir Sheth and Miss Tanisha Samir Sheth had come into the A. D. Sheth HUF after the execution of the said Memorandum of Understanding dated 24th April, 1992 and the same was binding on them.



Dated this 7th day of February, 2004.

for Kirit N. Damania & Co.

Kirit N. Damania

Proprietor

Certified to be a TRUE COPY

Ashwin B. Mankodi
24-4-2004

ASHWIN B. MANKODI
ADVOCATE & NOTARY PUBLIC
101, Amba Uday, 5th Road, Opp. Jain Temple
Khar (West), Mumbai-400 052.

Regn. No. 275/88
dated 27-10-88



मालमत्ता पत्रक

तालुका/न.भु.मा.का. -- न.भू.अ.चाडकोपर

जिल्हा -- मुंबई उपनगर जिल्हा

शासनाने दिलेल्या आकारणीचा दिना भाड्याचा तपरील अर्था त्याच्या फेर तपरील निका येऊ

प्लॉट नंबर
क्षेत्र
चौ.मै.

धारणाधिकार

व्यक्ती	खड कमाक	नगिन धारक (धा) पट्टेदार (प) निळा धार (धा)	साक्षातकन
<p>मा.जि.मु. याचे कडील सुची क्र. २ चा प्लॉट १२०१/८८ कोर्ट कायदे डिपॉझि. २२.४.८८ तसेच जि.नि. न.भू.अ.क्र. ३३५५/७ मुंबई याचा अर्देश दि. १७.११.९३ अन्वये धारक वरील आय डी.यल रोड विव्हंडस प्रा.रि. याचे नाव दाखल केले. क्षेत्र ७३१५.२ चौ.मी. प्लॉट विभाजनामुळे</p>	<p>-----</p>	<p>धारक आयडीयल रोड विव्हंडस गा.लि. क्षेत्र ७३१५.२ चौ.मी.</p>	<p>शरी. १११३-११-१७ न.भू.अ. मुंबई</p>
<p>मा.जि.मु. उपनगर जि. याचे कडील प्लॉट विभागाणी अर्देश क्र.सौ./कार्या /७/पो.वि./एस.आर./१८०० दि.११.२.९४ चे अर्देशान्वये न.भू.क्र.११४४ चे १४७०६०२ चौ.मी. क्षेत्रात पुन्हा नव्याने ११ प्लॉट हि.पडलेले न.भू.क्र. ११४४ चे मिळकत पत्रिकेचे क्षेत्रातून न.भू.क्र.११४४/२ ते ११४४/२२ या प्लॉट हिशोचे एकूण ६९१२०८ चौ.मी. क्षेत्र घजा केले. मुळ न.भू.क्र.११४४ चा ११४४/१ वेरला य त्याचे रिल्लय क्षेत्र ७७९३९.५ चौ.मी. कायम केले न.भू.क्र.११४४ चे मिळकत पत्रिकेवर दाखला अ सरकारी धारणाची नाथे थ सत्ता प्रकार त्या त्या प्लॉट हिशोचाचे मिळकत पत्रिकेवर दाखल केली. तसेच न.भू.क्र.११४४ चे मि. पत्रिकेवर दि. १७-११-९३ चे नोंदीत दाखल अ सलेली धारणाची नोंद तशीच्या तशी न.भू.क्र.११४४/२२ चे मिळकत पत्रिकेवर दाखला केलेली व ११४४ वरील कमी केली न.भू.क्र.११४४ मध्ये येणाऱ्या प्लॉटातील सब न.भू.क्र.११४४/१ ते ११४४/९३ याचे त्या त्या न.भू. क्रमाचा प्रमाणे मोज बदल केले.</p>	<p>मा.जि.मु. उपनगर जि. याचे कडील प्लॉट विभागाणी अर्देश क्र.सौ./कार्या /७/पो.वि./एस.आर./१८०० दि.११.२.९४ चे अर्देशान्वये न.भू.क्र.११४४ चे १४७०६०२ चौ.मी. क्षेत्रात पुन्हा नव्याने ११ प्लॉट हि.पडलेले न.भू.क्र. ११४४ चे मिळकत पत्रिकेचे क्षेत्रातून न.भू.क्र.११४४/२ ते ११४४/२२ या प्लॉट हिशोचे एकूण ६९१२०८ चौ.मी. क्षेत्र घजा केले. मुळ न.भू.क्र.११४४ चा ११४४/१ वेरला य त्याचे रिल्लय क्षेत्र ७७९३९.५ चौ.मी. कायम केले न.भू.क्र.११४४ चे मिळकत पत्रिकेवर दाखला अ सरकारी धारणाची नाथे थ सत्ता प्रकार त्या त्या प्लॉट हिशोचाचे मिळकत पत्रिकेवर दाखल केली. तसेच न.भू.क्र.११४४ चे मि. पत्रिकेवर दि. १७-११-९३ चे नोंदीत दाखल अ सलेली धारणाची नोंद तशीच्या तशी न.भू.क्र.११४४/२२ चे मिळकत पत्रिकेवर दाखला केलेली व ११४४ वरील कमी केली न.भू.क्र.११४४ मध्ये येणाऱ्या प्लॉटातील सब न.भू.क्र.११४४/१ ते ११४४/९३ याचे त्या त्या न.भू. क्रमाचा प्रमाणे मोज बदल केले.</p>	<p>बदर-१३</p> <p>२००५</p>	<p>REGISTRY OF THE SUB-REGISTRAR KURLA No. 3 मुंबई उपनगर जिल्हा SUBURBAN DIST. (BANDRA)</p>

मालमत्ता पत्रक

मालुका/न.भु.मा.का. -- न.भू.अ.घाटकोपर

जिल्हा -- मुंबई उपनगर जिल्हा

शासनपत्रा विक्रीसाठी अथवा विक्रीसाठी घाटकोपर तापशेत आणि त्याच्या शेजारी असलेल्या जिल्हा क्षेत्रात

क्षेत्र चौ.मी.

धारणाधिकार

४२८९.३

क-१

वदर-१३
६०३ १७५

क्रमांक	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	माहिती
१	मा.जि.नि.भु अ. तथा न. भू.अ.रक्षा मु.उ.याचा अंश दिनांक.२६/८/९४	मा. गिरगांधिकागरी मुंबई उपनगर जिल्हा याचेकडील पोटकिमान अंशेरा क्र.सौ कायां ७/पो.वि/ एस.आर. १८०० दि. १९.३.९४ चे अंशेराप्रमाणे न.भू.क. १६८ चौ किमीएरान गाऊडसाठी आरक्षित	जमी. २१४-१०-२८ न.भू.अ. घाटकोपर
२		रिश्तेदार मिळकत पत्रिका उपडली व मुळ मिळकत पत्रिकेवरून सत्ता प्रयोग व धारकाची नावे दखल पेदी. धारक [१] स्वामीनीबेन अ मृतलाल रोड] [२] मनुगाई अ मृतलाल रोड] [३] जितेंद्र अ मृतलाल रोड] [४] नरेंद्र अ मृतलाल रोड] एकजीक्युटर व टस्टी [१] मनुगाई अ मृतलाल रोड] [२] जितेंद्र अ मृतलाल रोड] [३] नरेंद्र अ मृतलाल रोड]	जमी. २१४-१०-२८ न.भू.अ. घाटकोपर
३		एकजीक्युटर व टस्टी १) शताब्देन मनुगाई रोड २) जलीन मनुगाई रोड	जमी. २१४-१०-२८ न.भू.अ. घाटकोपर

१) १६/१ ला
जमीन
२) १६/१ व टस्टी
३) १६/१ व टस्टी
४) १६/१ व टस्टी
५) १६/१ व टस्टी
६) १६/१ व टस्टी
७) १६/१ व टस्टी
८) १६/१ व टस्टी
९) १६/१ व टस्टी
१०) १६/१ व टस्टी

ANNEXURE - D

MUNICIPAL CORPORATION OF GREATER MUMBAI

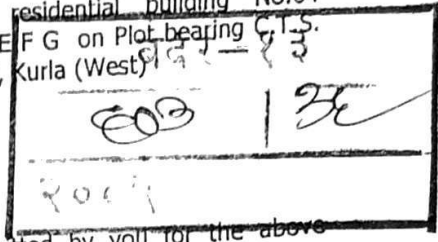
No : CE / 3628 / BPES/ AL 11.9 MAR 2004

To,

Shri R. V. Joshi
Architect

Sub : Amended Plan for proposed residential building No.04
comprising 7 wings viz. A B C D E F G on Plot bearing G15.
No. 11-B/ 1A of village Chandivalli, Kurla (West)

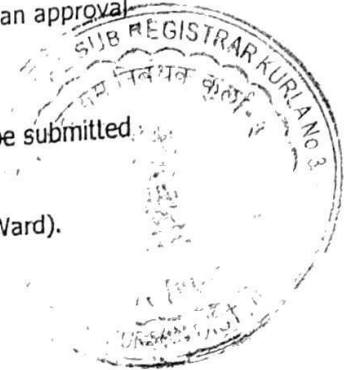
Ref : Your letter dated 06.03.2004



Sir,

I have to inform you that, the amended plans submitted by you for the above mentioned work are hereby approved, subject to the compliance of the conditions mentioned in this office Intimation of Disapproval under even dated 17.01.1998 and amended plan approval letter under even No. dated 20.04.2000 and following additional conditions.

- 1) That the R.C.C. design and calculations as per the amended plans should be submitted through the registered Structural Engineer before starting the work.
- 2) That the extra water and sewerage charges shall be paid to A.E. W.W. ('L' Ward).
- 3) That c.c. shall be got endorsed as per approved amended plan.
- 4) That the revised drainage approval shall be submitted and got approval.
- 5) That the vermiculture bins for disposal of wet waste as per the design and specification/ individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MC.G.M. shall be provided to the satisfaction of the Municipal Commissioner.
- 6) That the provision for rain water harvesting as per design prepared by approved consultant in the field shall be made to the satisfaction of the Municipal Commissioner.
- 7) That N.O.C. from C.F.O. shall be submitted.
- 8) That lift Insp. certificate shall be submitted
- 9) That S.G. completion shall be submitted
- 10) That revised revalidated Civil Aviation N.O.C. shall be submitted.
- 11) That the proposal for amended layout shall be submitted and got approved before C.C.
- 12) That revised S.W.D. remarks and completion shall be submitted.



One set of amended plans duly signed and stamped is hereby returned in the token of Municipal Approval.

Acc. One set of plan

Yours faithfully,

— Sd —
Deputy Chief Engineer
(Bldg. Proposal) Eastern Suburbs

11.9 MAR 2004

Copy forwarded for information to the owner

M/s. Unique Estates Development Co. Ltd.

New 11/9/04
Deputy Chief Engineer
(Bldg. Proposal) Eastern Suburbs

TRUE COPY
R. V. JOSHI
B.B. (Civ.)
Construction House
623, Linking Road
Khar, Mumbai-400

ANNEXURE - D

VALID UP TO 21 JAN 1999

Prota: 3000(Gen-79, 6.5.95)-Dy. Ch F.(BP)ES L.P.

MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM "A"

22 JAN 1998 23

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

No. CF/ 3628 /BPES/AL

2004

COMMENCEMENT CERTIFICATE

To: Unique Estates Development Co. Ltd
Construction House B
623 Linking Road Khay (W)



Sir,

6742

With reference to your application No.

dated 8.1.98 for Development Permission and grant

Commencement Certificate under section 45 and 69 of the Maharashtra Regional & Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act, 1888 to erect a building in Building No. 4 on plot No. A 08 C.T.S.No. 118/1113/4 118/8 113/9 Divd/Village/Town Planning Scheme No. 11000/11/11 situated at Road/Street Khayra (W) Ward L the Commencement Certificate/Building permit is granted on the following conditions :

1. The land vacated in consequence of the endorsement of the set back line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
3. The commencement certificate/development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay 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 conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.

Gen-79

- 2 -

बदर-१३
६०९ १८

(c) The Municipal Commissioner for Greater Bombay 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 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri Kanade, Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.



This C.C. is valid upto 21 JAN 1999
 C.C. upto still valid

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

B. Kanade
 22/1/98
 Assistant Engineer Building Proposals
 Eastern Suburbs (L & N Ward)
 Executive Engineer, Building Proposals
 (Eastern Suburbs)
 FOR

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY.

3628 / BRES / AL-1
 1 OCT 2002

Full C.C.
 Assistant Engineer Building Proposals
 Eastern Suburbs (L & N Ward)

3628 / BRES / AL-1
 29 MAR 2004
 Full C.C. as per amended plan approved

on 19/3/2004
 Assistant Engineer Building Proposals
 Eastern Suburbs (L & N Ward)

TRUE COPY.

B. V. JOSHI
 B.E. (Civil)
 Construction House B
 623, Linking Road
 Khar, Mumbai-400

ANNEXURE "E"

447-23	
803	3e
2004	

I. COMMON AREAS AND FACILITIES :

A. In relation to the said Sub-Plot No. 7:

- a) The common service lines such as electricity, water, drainage, sewerage, etc. passing through, under, across or above the said Sub Plot;
- b) Watchmen's cabins;
- c) Common internal/access roads, pathways, driveways and entrance gates;

The Purchaser will have a proportionate undivided interest in the above.



B. In relation to the said Building to be known as "Lake Florence":

1. Entrance lobby and foyer of the said Building will be for the benefit of the flat purchasers in the said Building.
2. Servant toilet/s on the ground floor for use by the common servants staff of the said Building such as watchmen, sweepers; etc.
3. Lifts and Lift rooms, meter rooms, water pumps, common electric and water meters, entrances and exits and the refuge areas meant for the Building.

C. The following facilities which will be located throughout the said Building:

1. Under ground water storage tank ;
2. Overhead water tank located on the terrace of the said Building.
3. Plumbing net-work throughout the said Building.

4. Electric wiring net-work throughout the said Building.

5. Drainage and sewerage lines of the said Building.

6. Necessary light, telephone and water connections.

7. All apparatus and installation existing for common use.

बदर-१३	
०१	००
०५	

II. LIMITED COMMON AREAS AND FACILITIES :

A. The following facilities located in each of the upper floors are restricted common areas and facilities restricted to the flats of the respective floor:

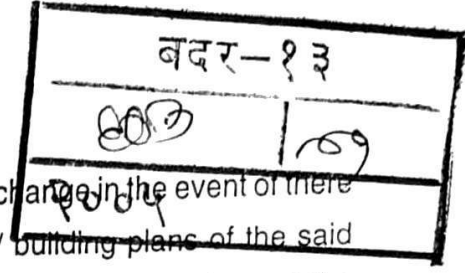
1. The Landing / area in front of the flats on a particular floor (other than any portion thereof in respect of which exclusive rights have been given to any flat purchaser having a flat), as a means of access to the flats on the said floor but not for the purposes of storing or as a recreation area or residence or for sleeping;
2. The Landing / area as aforesaid 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;

B. Partition wall between two flats shall be common wall of the said flats;

III. PERCENTAGE OF UNDIVIDED SHARE OF THE SAID FLAT :

- A. Common areas and facilities relating to the said Building proportionate to the built-up area of the said flat to the built-up area of the said Building.
- B. Limited common areas and facilities on the floor of the said Building on which the said flat is located proportionate to the built-up area of the premises on the said floor.

NOTE :



1. The aforesaid statement is tentative and is liable to change in the event of there being changes in the layout of the said Sub-Plot / building plans of the said Building and is subject to the rights of the Developer to the portions of the common areas as provided in this Agreement.
2. The common areas and facilities shall remain undivided and be enjoyed in common with the other flat purchasers as stated hereinabove.
3. The common areas and facilities are not separable from the use of the flats to which they pertain.
4. The common areas and facilities will be used only for the purpose for which they are intended without hindering or encroaching upon the rights of the other flat purchasers who are entitled to enjoy the same.

